



Agenda

Call to Order

National Anthem

1.0 Additions to the Agenda

2.0 Adoption of Agenda

3.0 Corrections or Amendments:

3.1. February 26, 2020, Regular Meeting of Council Minutes 3-6

4.0 Adoption of:

4.1. February 26, 2020, Regular Meeting of Council Minutes

5.0 Public Hearing

5.1. Brazeau County-Drayton Valley Intermunicipal Development Plan (IDP)
2020/03/D 7

6.0 Delegations / Administrative Updates

6.1. Pembina Physician Recruitment and Retention Committee – Pat Jeffery, Suné
White, Vern Harrison, Jacelyn Zeljeznak 8

6.2. Community Parenting Coalition – Theresa Juuti, Sue Reich 9

7.0 Decision Items Pages 10-158

7.1. Brazeau County-Drayton Valley Intermunicipal Development Plan (IDP)
2020/03/D 10-72

Presented for Second and Third Reading

7.2. Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise
Agreement Bylaw 2019/13/F 73-105

Presented for Second and Third Reading

7.3. Drayton Valley-Brazeau County Recreation Board Amending Bylaw
2020/05/C 106-110

Presented for First, Second, and Third Reading

7.4. Intermunicipal Collaboration Framework 111-150

7.5. Subdivision and Development Appeal Board – Member at Large
Appointment 151-156

7.6. Aquatic Facility Validation Report 157-158

8.0 Department Reports

8.1. Planning and Development Matt Ellis

8.2. Community Services and FCSS Annette Driessen

8.3. Emergency Services Tom Thomson

8.4. Safety and Protective Services Merlin Klassen

8.5. CAO/Administration/Capital Project Update Winston Rossouw/
Debbi Weber

9.0	Council Reports	
9.1.	Councillor Ballas	
9.2.	Councillor Peebles	
9.3.	Deputy Mayor Dodds	
9.4.	Councillor Gammana	
9.5.	Councillor McGee	
9.6.	Councillor Wheeler	
9.7.	Mayor Doerksen	
10.0	Information Items	Pages 159-172
10.1.	Brazeau Foundation Organizational Meeting Minutes – December 5, 2019	160-167
10.2.	Economic Development Committee Meeting Notes – January 14, 2020	168-170
10.3.	Drayton Valley / Brazeau County Fire Services Stats – February 2020	171-172
11.0	Adjournment	



Meeting Minutes

THOSE PRESENT:

Mayor Doerksen
Councillor Ballas
Councillor Dodds
Councillor Gammana
Deputy Mayor Peebles
Councillor Wheeler
Debbi Weber, Assistant CAO
Annette Driessen, General Manager of
Community Services
Murray Galavan, Deputy Fire Chief
Jennifer Stone, Intergovernmental Relations
& Communications
Kelsey Baker, Communications Assistant
Matt Ellis, Senior Planner
Aishah Mohd Isa, Energy Program
Coordinator
Abdulrahman Mogbonjubola, Intermediate
Systems & Networks Analyst

Bree Motkoski, Records Management Clerk
Sabine Landmark, Administrative Assistant
Merlin Klassen, Safety and Protective
Services Manager, Director of
Emergency Services
Colton Hutchinson, Community Peace
Officer
Sgt. Erin Matthews, RCMP
Graham Long, Drayton Valley and District
Free Press
Cathy Weetman, Western Review
Members of the Public

ABSENT:

Councillor McGee
Winston Rossouw, Chief Administrative
Officer

CALL TO ORDER

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

1.0 Additions to the Agenda

The following item was deleted from the Agenda:
5.2. New Aquatic Facility – Jessica Dusterhoft

2.0 Adoption of Agenda

RESOLUTION #025/20

Councillor Dodds moved to adopt the Agenda for the February 26, 2020, Regular Meeting of Council, as amended.

CARRIED

3.0 Corrections or Amendments:

3.1. February 5, 2020, Regular Meeting of Council Minutes

There were no corrections or amendments to the February 5, 2020, Regular Meeting of Council Minutes.

4.0 Adoption of:

4.1. February 5, 2020, Regular Meeting of Council Minutes

RESOLUTION #026/20

Councillor Gammana moved to adopt the Minutes of the February 5, 2020, Regular Meeting of Council, as presented.

CARRIED

5.0 Delegations / Administrative Updates

- 5.1. Willey West Campground Operators – Carmen & Jason Roberts-Kowalchuk
Mrs. Carmen and Mr. Roberts-Kowalchuk presented their five year vision and plans for the Willey West Campground.
- 5.2. New Aquatic Committee – Jessica Dusterhoft
This item was deleted.
- 5.3. Drayton Valley RCMP Stats – January 2020 – Sgt. Erin Matthews
Sgt. Matthews introduced the newest member to the local RCMP detachment and presented Council with the statistics for the month of January 2020.

6.0 Decision Items

- 6.1. Appointment of Deputy Mayor

RESOLUTION #027/20

Councillor Gammana moved that Council approve the appointment of Councillor Nancy Dodds as the Deputy Mayor for the period March 1, 2020 – October 31, 2020.

Councillor Wheeler made a friendly amendment to change the period to February 29, 2020 – October 31, 2020.

Councillor Gammana accepted the friendly amendment.

CARRIED AS AMENDED

- 6.2. Town of Drayton Valley-Brazeau County Intermunicipal Development Plan (IDP) Bylaw 2020/03/D, Presented for First Reading

RESOLUTION #028/20

Councillor Ballas moved that Council give First Reading to proposed Town of Drayton Valley-Brazeau County IDP 2020/03/D, as presented.

CARRIED

- 6.3. Municipal Development Plan, Land Use Bylaw Review Steering Committee

RESOLUTION #029/20

Councillor Peebles moved that Council appoint Councillor Nancy Dodds as a regular member and Councillor Fayrell Wheeler as an alternate member of the MDP/LUB Review and Update Steering Committee.

CARRIED

Mayor Doerksen called a break at 9:50 a.m.

Mayor Doerksen reconvened the meeting at 10:00 a.m.

- 6.4. Social Development Plan 2020-2024

RESOLUTION #030/20

Councillor Wheeler moved that Council adopt the 2020-2024 Social Development Plan as presented.

CARRIED

6.5. Next Steps for Partners for Climate Protection Program (PCP) Milestone Framework

RESOLUTION #031/20

Councillor Wheeler moved that Council direct Administration to proceed with the next steps of the PCP Milestone Framework, which includes:

- i. To upload the Energy and Emissions Inventory Report 2015-2018 to the ToDV website;
- ii. To start public engagement activities;
- iii. For each recommended action, to identify emissions reduction potential, high-level resources requirement and timelines for implementation; and
- iv. To start data collection and analysis for 2019 inventory.

CARRIED

7.0 Department Reports

7.1. Planning and Development

Mr. Ellis provided a report from the Planning and Development Department. He advised that the orientation for the MDP/LUB Steering Committee will be held next week.

7.2. Engineering and Development/Capital Project Update

Ms. Weber provided an update on the Capital Projects as well as on the activities of the Public Works Department.

7.3. Community Services and FCSS

Ms. Driessen provided an update on the activities of the Community Services Department and Park Valley Pool.

7.4. Emergency Services

Deputy Fire Chief Galavan presented Council with the statistics for the month of January 2020. He further advised that in the month of March interviews for new members will be held and preparations for the grassfire season will begin.

Mr. Klassen provided Council with a report from the Protective Services Department, noting the warnings to residents who neglect snow removal will be initiated. He further provided an update on the calls to the CPO, Animal Control, and Emergency Management.

7.5. CAO/Administration

Ms. Stone advised of the Alumni Hockey Game held on March 28 and related events.

Ms. Weber provided an update on the activities of the CAO/Administration department and new staff hires.

8.0 Council Reports

8.1. Councillor Wheeler

- Had nothing to report.

8.2. Councillor Ballas

- Deferred his report to next meeting.

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Minutes of February 26, 2020
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8.3. Deputy Mayor Peebles

- February 1-12 – FCM Exchange Program PMI-LED in Bolivia
- February 16 – Family Day Fire & Ice Festival

8.4. Councillor Dodds

- Interviews for Zero Fee initiative
- Zero Fee Meetings
- Drayton Valley Municipal Library Board Meetings
- Quarterly Report Meeting
- RYSE Program Presentation with Dr. Ungar
- Family Day Fire & Ice Festival
- Sustainability Committee Meeting
- Homelessness and Poverty Reduction Strategy Committee Meeting

8.5. Councillor Gammana

- Zero Fee Meetings
- February 11- Quarterly Report Meeting
- February 12 – Zero Fee Meeting/EasyMile
- February 14 – NorQuest Student Welcome Event
- Community Dinner

8.6. Mayor Doerksen

- February 12 – RYSE Program Presentation with Dr. Ungar
- February 18 – Skype Call with MLA Mark Smith re: Advanced Education
- February 18 – Meetings re: Economic Development

9.0 Information Items

9.1. Drayton Valley RCMP Stats – January 2020

9.2. Drayton Valley / Brazeau County Fire Services Stats – January 2020

9.3. Sustainability Committee Meeting Notes – January 17, 2020

RESOLUTION #032/20

Councillor Wheeler moved that Council accept the above items as information as presented.

CARRIED

10.0 Adjournment

Mayor Doerksen adjourned the meeting at 10:47 a.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

PUBLIC HEARING

March 18, 2020

9:00 A.M.

Council Chambers – Civic Centre

1. DECLARE PUBLIC HEARING OPEN

Bylaw No. 2020/03/D – Intermunicipal Development Plan Bylaw

2. PRESENT

3. PURPOSE OF THE PUBLIC HEARING

To receive comments, concerns, and questions from the public with regard to the proposed Intermunicipal Development Plan Bylaw 2020/03/D.

4. BACKGROUND

The above Bylaw received First Reading at the February 26, 2020, Regular Meeting of Council, and may receive Second and Third Readings today, depending upon the comments received at this Public Hearing.

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

5. CALL FOR COMMENTS FROM THE FLOOR.

6. CALL FOR COMMENTS OR WRITTEN SUBMISSIONS.

7. DECLARE PUBLIC HEARING CLOSED.



Town of Drayton Valley

Delegation Request Form

Name(s): Pat Jeffery, Sunc' White, Vern Harrison, Jacalyn
 Organization: Pembina Physician Recruitment & Retention Committee
 Contact Number: FOIP Act; RSA 2000; Chapter F-25; section 17(1) & (4)
 Contact E-mail: FOIP Act; RSA 2000; Chapter F-25; section 17(1) & (4)
 Mailing Address: FOIP Act; RSA 2000; Chapter F-25; section 17(1) & (4)

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

- ☒ Council Meeting
☐ Governance & Priorities Committee Meeting
☐ Special Meeting/Presentation
☐ Administration Meeting

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

Reason for Requesting Delegation:
 (information only, request for funding, concern, etc)

Presentation outlining the current status of
PPRRC and accomplishments during the past
2 years. Included will be the current
vision and mission statements for PPRRC.

Additional Information Provided

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

Please indicate any preference you have for meeting:

March 18, 2020

Please submit your request by:

Fax: 780.542.5753

E-mail:

admin-support@draytonvalley.ca

In person: 5120-52 ST



Town of Drayton Valley

Delegation Request Form

Name(s): Theresa Juuti and Sue Reich
 Organization: Community Parenting Coalition
 Contact Number: 780-542-3140 Contact E-mail: theresa.juuti@albertahealthservices.ca
 Mailing Address: N/A

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

- ☒ Council Meeting
- ☐ Governance & Priorities Committee Meeting
- ☐ Special Meeting/Presentation
- ☐ Administration Meeting

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

Reason for Requesting Delegation:

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

As part of our funding requirements we are sharing information about the coalition
(history, goals, & events) to increase community awareness. We would like to take
this opportunity to share with the council about our role within the community, our
accomplishments and our future focus.

Additional Information Provided

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

Please indicate any preference you have for meeting:

Please submit your request by:

Fax: 780.542.5753

E-mail:

admin-support@draytonvalley.ca

In person: 5120-52 ST

TOWN OF DRAYTON VALLEY

REQUEST FOR DECISION



SUBJECT:	Town of Drayton Valley-Brazeau County Intermunicipal Development Plan (IDP) Bylaw 2020/03/D
MEETING:	March 18, 2020 Regular Meeting of Council
PRESENTED BY:	Matt Ellis Senior Planner

1. PROPOSAL AND BACKGROUND:

Intermunicipal Development Plan Bylaw 2020/03/D received First Reading at the Town of Drayton Valley Council meeting held on February 26, 2020, as well as First Reading at the Brazeau County Council meeting held on February 18, 2020 (**See Attachment 1- Intermunicipal Development Plan Bylaw 2020/03/D**).

Section 631 of the *Municipal Government Act* (MGA) requires all municipalities that share a common border to implement an Intermunicipal Development Plan (IDP). The purpose of the IDP is foster cooperation and integrated development for the area near municipal boundaries, often referred to as the Fringe Area, so that unnecessary costs and negative impacts for both municipalities are avoided. The principles and objectives of the IDP identify areas of future growth within the Fringe Area by identifying locations of current/future land uses and servicing. Lastly, if there is disagreement between the municipalities regarding land use planning matters, the IDP provides a framework for dispute resolution.

The project for updating the current IDP started in January 2018 that included stakeholder workshops and surveys. During this period Town and County Administrations have collaborated to complete the Draft IDP. Due to the length of time from when this project started, Town and County Administrations co-hosted a public open house at the MacKenzie Conference Centre on February 27, 2020, followed by advertising in the Drayton Valley and District Free Press and the Town's website.

Compared to current IDP, major changes include:

- Referrals/consistency of planning (Section 5.1)
 - Town of Drayton Valley (County refers planning/development applications to Town) Referral Area reduced from 800 meters inward from the Town/County boundary in all locations to 400 meters from the Town/County boundary, plus quarter-sections serviced by Town of Drayton Valley Sanitary Sewer/Water Services.
 - Brazeau County (Town refers planning/development applications to County) Referral Area increased from 100 meters inward from the Town/County boundary to 400 meters from the Town/County boundary.
 - Maximum referral timelines for Land Use Bylaw (LUB) amendments and subdivision applications reduced from 21 calendar days to 18 calendar days and Discretionary Use Development Permit applications reduced from 21 calendar days to 14 calendar days. The current 21-day maximum referral timeline for Municipal Development (MDP) amendments, Area Structure Plan (ASP) amendments, and road closures remains the same.

- Elimination of redundant policies and growth projections that are likely outdated and updated mapping.
- Incorporation of infographics to summarize and clarify the process of resolving potential intermunicipal disputes.

Overall, Administration feels the new IDP with the County is a plan that increases transparency yet ensures autonomy for both municipalities and shortens approval processes for applications that are subject to the IDP Referral Area.

Community Engagement

As mentioned earlier, a joint-public open house was held at the MacKenzie Conference Centre from 5:00-8:00 p.m. on February 27, 2020, to provide landowners from both municipalities the opportunity to ask questions of Administration and provide comments on the Draft IDP. The Open House was advertised in the Drayton Valley and District Free Press in addition to the Town's website and Facebook page for two weeks leading up to the date **(see Attachment 2- IDP What we Heard Consultation Feedback)**. The Draft IDP was also posted on the Town's website leading up to Second and Third Readings.

A total of 28 residents and business owners attended the public open house. Two of these attendees are Town residents and a further two live in the County but own a business in Town. Attendees provided their name and contact information on the sign-in sheet.

Members of Town and County Administration answered questions and addressed concerns from attendees. Material that summarizes the purposes and policies of the IDP were also provided. The most common questions and concerns raised at the open house were along the lines of:

- Why the Town is expanding its boundaries when it has an abundance of undeveloped land currently and so soon after the 2011 annexation?
- Why does the Town want to develop on my land?
- Why are the Town restricting development rights for County residents?
- The IDP referral process impedes development by lengthening application approval timelines.

Town and County Administrations clarified the IDP is not annexation, re-zoning or re-development of someone else's land by either municipality. Town and County Administration feels that much of this misunderstanding can be addressed by merging the plan area map with the referral area map and changing the separate colours that highlight each municipality's referral area to only one colour. Therefore, the referral area map (Figure 2, Page 6) in the Draft IDP has been updated accordingly.

Administration further explained to attendees the IDP is a policy document that promotes collaboration and communication between the Town and County. When developments that involve Municipal Development Plan or Land Use Bylaw amendments, Area Structure Plans, Subdivisions or Discretionary Use Development Permits in proximity to the Town/County boundary are proposed, communication between both municipalities is vital to ensure incompatible land uses on both sides of the boundary do not occur. Furthermore, especially regarding ASPs and subdivisions, Administrations of both municipalities must confirm if adequate servicing (water and sewer capacity) exists and safe transportation networks can be designed.

Lastly, Administration explained, the respective land use regulations of both municipalities still apply as a result of the IDP date (**see Attachment 2- IDP What we Heard Consultation Feedback**).

After the open house, the Draft IDP was advertised in the Drayton Valley and District Free Press. prior to Second and Third Readings.

The Draft IDP was circulated to internal departments, referral agencies (Alberta Transportation, School Boards, Alberta Environment and Parks, Alberta Health Services) and posted on the Town's website for review. No comments were received from internal departments at the time of this report. An email from Alberta Transportation (**see Attachment 3- Alberta Transportation Comments**) was received on March 10, 2020, to reiterate municipal responsibilities when considering future development proposals in proximity to Provincial Highways (Highway 22 and Highway 620) within the IDP Area.

No written correspondence was received from landowners, at the time of this report. However, one phone call was received by Administration from a landowner seeking general information regarding the IDP's purpose. Administration provided the same general information as at the open house and the landowner seemed to be satisfied.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

Typical budget expenses were incurred for co-hosting an open house with the County at the MCC as well as advertisements for the open house and public hearing in the Drayton Valley and District Free Press.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	<p>MGA, Sections 230 and 606 (establish the requirements for sending notifications of public hearings).</p> <p>MGA, Section 631 (requirement for an IDP and required components of an IDP).</p> <p>MGA, Section 692 (requirement to hold a public hearing before giving second reading for an IDP or sending notifications of public hearings).</p>
Municipal Bylaws	Yes	Policies within the Land Use Bylaws of both municipalities shall not conflict with those of the IDP.
Municipal Development Plan	Yes	<p>The respective Municipal Development Plans of both municipalities provide the general direction for growth and development of either the County or Town as a whole, while the IDP provides the direction for growth/development of the area located in proximity to the current Town/County boundary.</p> <p>Policies contained in the MDP for either</p>

		municipality must not conflict with those in the IDP.
Sustainability Vision 2019-2021	N/A	None
Town of Drayton Valley Strategic Plan 2019-2021	Yes	<p>Goal Two- The proposed IDP would reduce the amount of time that each municipality must provide to the other municipality for their opportunity to comment on some planning/development applications (such as Development Permits). From the Town's perspective, this would streamline the approval process for these applications where the subject lands are located within the IDP referral area.</p> <p>Process Plan- A key part of the process for implementing Council's Strategic Plan is strengthening our partnership with our municipal neighbours. The proposed Intermunicipal Collaboration Framework (ICF) and IDP strike a balance between maintaining autonomy for both municipalities and ensuring the long-term sustainability of shared resources.</p>
Other Plans or Policies	Yes	<p>The proposed IDP will be part of the Proposed Town of Drayton Valley-Brazeau County Intermunicipal Collaboration Framework (ICF).</p> <p>Various plans, such as the Social Development Plan 2015-2019 and the Culture and Recreation Master Plan 2016-2020 apply where they affect lands located within the Plan Area. Any future amendments to these plans that involve land use decisions shall be consistent with the IDP.</p>

4. POTENTIAL MOTIONS:

- A. That Council give Second Reading to proposed Town of Drayton Valley-Brazeau County IDP Bylaw 2020/03/D, as presented.

That Council give Third Reading to proposed Town of Drayton Valley-Brazeau County IDP Bylaw 2020/03/D, as presented.

- B. That Council give Second Reading to proposed Town of Drayton Valley-Brazeau County IDP Bylaw 2020/03/D, with amendments to _____.

That Council give Third Reading to proposed Town of Drayton Valley-Brazeau County IDP Bylaw 2020/03/D, as amended.

- C. That Council table proposed Town of Drayton Valley-Brazeau County IDP Bylaw 2020/03/D, with direction to Administration as to next steps: _____.

5. RECOMMENDATION

Administration recommends that Council give Second and Third Readings to proposed Town of Drayton Valley-Brazeau County IDP Bylaw 2020/03/D.

6. ATTACHMENTS:

1. Intermunicipal Development Plan Bylaw 2020/03/D
2. IDP What we Heard Consultation Feedback
3. Alberta Transportation Comments

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

Attachment 1
Intermunicipal Development Plan Bylaw 2020/03/D

BYLAW NO. 2020/03/D

Name of Bylaw: Intermunicipal Development Plan



WHEREAS, the Municipal Government Act, RSA 2000, chapter M-26 authorizes Council of the town of Drayton Valley to work collaboratively with neighbouring municipalities to ensure the efficient land use planning adjacent to municipal boundaries;

AND WHEREAS the Town of Drayton Valley and Brazeau County have worked collaboratively on the preparation of an Intermunicipal Development Plan between both municipalities;

AND WHEREAS Council of the Town of Drayton Valley deems it expedient and proper, under the authority of and in accordance with the Municipal Government Act, RSA 2000, Chapter M-26 and amendments thereto, to adopt the Brazeau County and Town of Drayton Valley Intermunicipal Development Plan; and

AND WHEREAS the public participation requirements of Section 692 of the Municipal Government Act, RSA 2000, Chapter M-26, have been complied with;

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

1. **THAT** Schedule "A", attached hereto and forming part of this Bylaw shall be referred to as the "Brazeau County and town of Drayton Valley Intermunicipal Development Plan".
2. **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 26th day of February, 2020,

Public Hearing held this ____ day of _____, 2020,

Read a second time this ____ day of _____, 2020,

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

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Brazeau County and Town of Drayton Valley Intermunicipal Development Plan

Brazeau County Bylaw: 1049-20

Town of Drayton Valley Bylaw: 2020/03/D



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LIST OF ACRONYMS:

ASP – Area Structure Plan
 CAO – Chief Administrative Officer
 ESA – Environmentally Sensitive Areas
 IDP – Intermunicipal Development Plan
 IDPC – Intermunicipal Development Plan Committee
 LUB – Land Use Bylaw
 MGA – *Municipal Government Act*
 MGB – Municipal Government Board
 MDP – Municipal Development Plan

1.0 INTRODUCTION AND BACKGROUND

Brazeau County (hereafter referred to as the County) and the Town of Drayton Valley (hereafter referred to as the Town) work collaboratively. The original Intermunicipal Development Plan (IDP) was written to enhance collaborative working processes following annexation in 2011. The purpose of this revised IDP is to update the methodology for intermunicipal planning for the next five (5) years, as required by Government of Alberta regulations

Brazeau County and the Town of Drayton Valley as per section 631 of the *Municipal Government Act* have agreed to jointly update their existing IDP to have a cooperative approach for the purpose of land use and development, managing growth, the environment, infrastructure, dispute resolution and other vital community services along their shared borders.

2.0 PURPOSE OF THE PLAN

The purpose of the IDP is to have a co-operative approach for the process of land use and development, managing growth, environmental matters, infrastructure and dispute resolution along the borders of the Town of Drayton Valley and Brazeau County.

The plan will contain policies for:

- Land use
- Environment
- Infrastructure
- Intermunicipal Programs
- Economic and Social Development

3.0 GOALS

The Town and the County recognize and respect the autonomy and mandate of each municipality and acknowledge the need to establish common plans and policies that seek:

- a) To collaboratively plan and confirm future land uses, infrastructure, transportation and development within the Plan Area;
- b) To establish a logical and orderly development for each municipality, while seeking the advancement and promotion of the region as a whole;
- c) To reduce the potential for future conflict(s) through communication and encourage understanding;
- d) To identify and conserve environmental features, recreation and open space;
- e) To provide a process and procedure for dispute resolution, amendments and administration of the plan; and

- f) To enhance opportunities for increased quality of life through a diversified local economy and quality community services.

4.0 PLAN AREA

The Plan Area is shown on Figure 1. It extends 0.8 kilometers to 2.4 kilometers (½ mile to 1½ miles) from the Town boundary as defined in the Annexation Settlement Agreement except to the east where it extends to the top of the North Saskatchewan River valley. The Plan Area extends inward 0.1 kilometre from the Town Boundary. The joint Plan Area covers approximately 4,583 hectares (11,325 acres) of land.

Agriculture is the predominant land use in much of the Plan Area with clusters of country residential subdivisions and the Drayton Valley Golf and Country Club.

5.0 LAND USE POLICIES

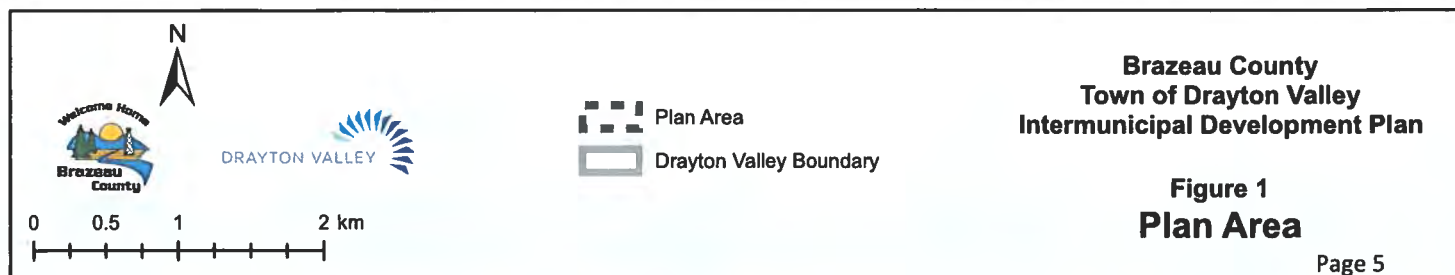
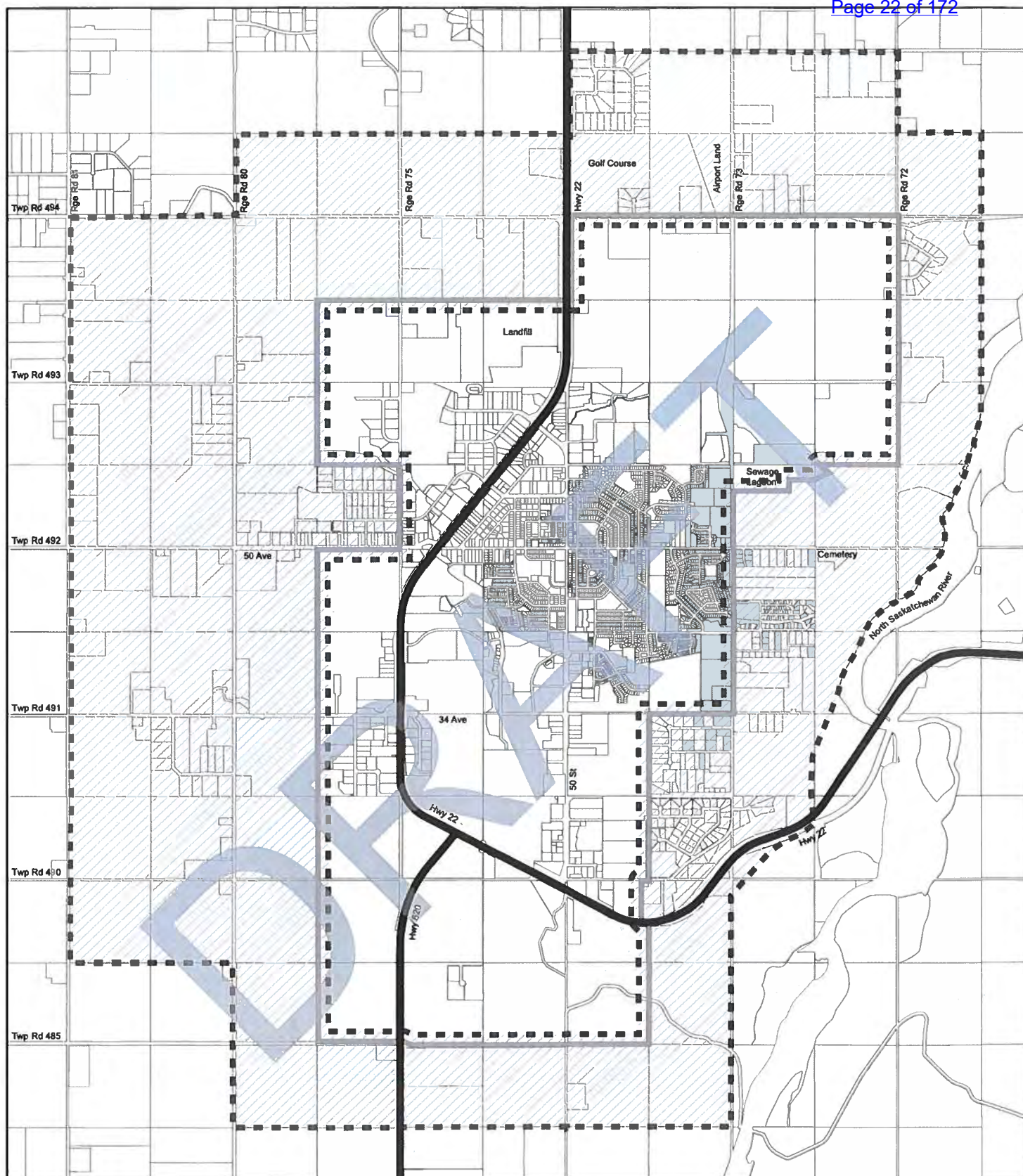
Brazeau County and the Town of Drayton Valley will communicate in good faith on land matters within the Plan Area. Any disputes will be addressed through section 9 of this plan. Each municipality will maintain their autonomy within their current boundaries and within the Plan Area.

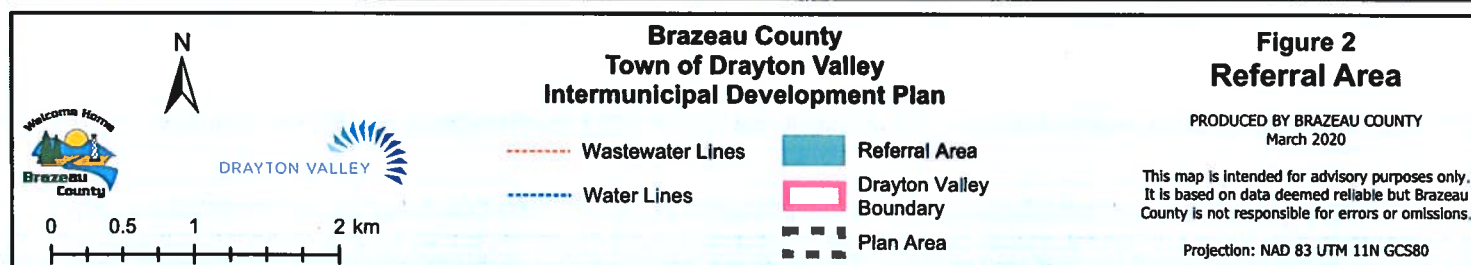
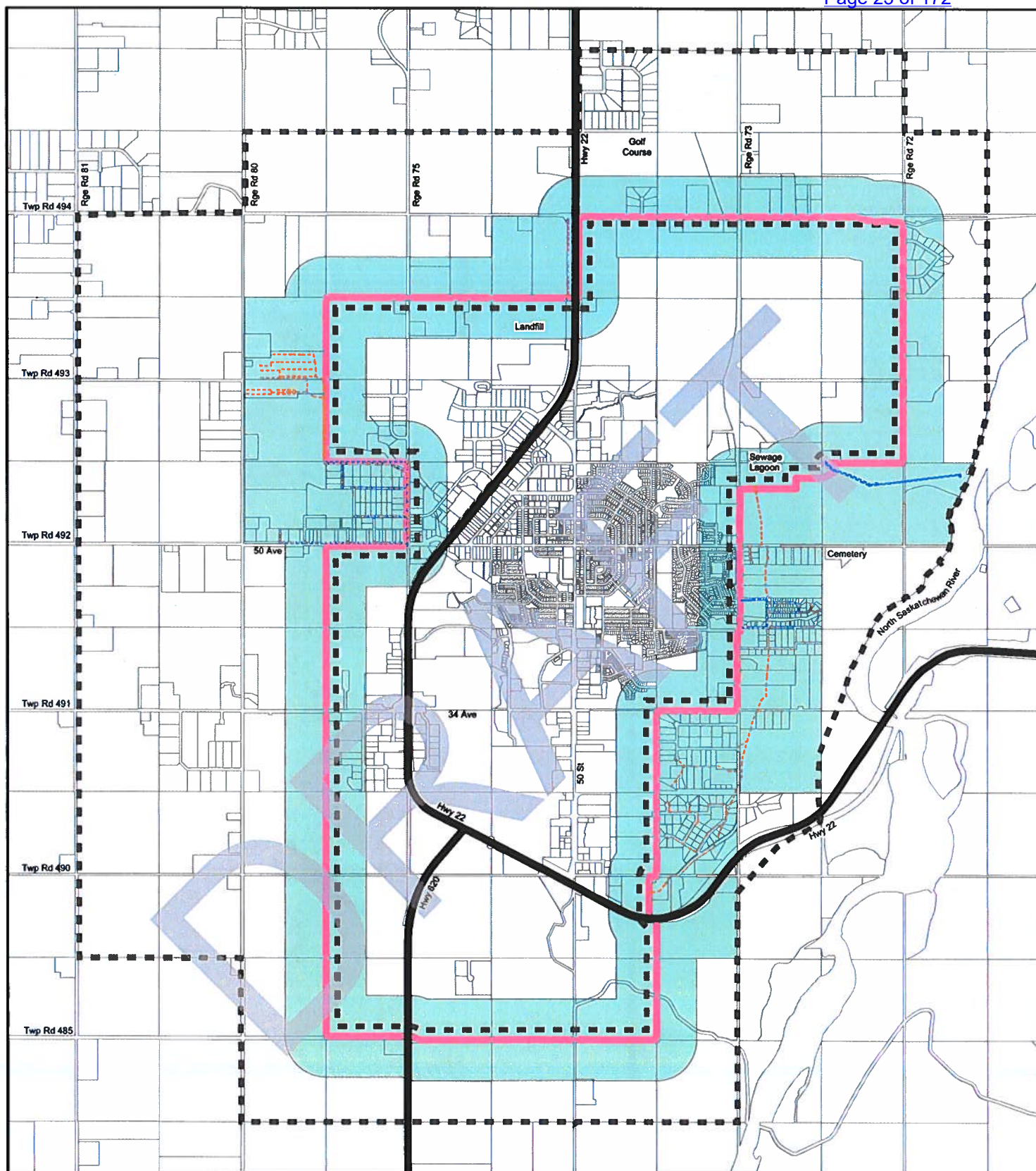
5.1 Referral(s) / Consistency of Planning

The referral area will be a 400 metre buffer on either side of the shared intermunicipal border, as well as quarter sections that have any part of them currently served by water and/or sewer infrastructure within the County (refer to Figure 2). The referral area shall be extended based on Brazeau County's five (5) year servicing strategy.

Major documents or applications, such as Area Structure Plans (ASPs), Municipal Development Plans (MDPs) and Land Use Bylaws (LUB) or their amendments, as well as subdivision and discretionary development permit applications, shall be referred to the adjacent municipality for review. Comments shall be provided to the referring municipality as outlined below. If no comments are received within the accepted timelines, the referring municipality will consider there are no objections, comments or concerns.







5.2 Agricultural Preservation

Agricultural district is the most prevalent land use in the Plan Area. Brazeau County will consider both economic development, and quality of agricultural land when applications are received.

5.3 Residential

New residential development should be considered in currently serviced areas and in conjunction between the two municipalities.

Objectives:

- Identify areas that are suitable for residential growth and specify density targets within the overall Plan Area;
- Accommodate various land uses (commercial, recreational and institutional) that are compatible with existing and future residential uses;
- Mitigate conflicts between future residential uses and non-residential uses; and
- Mitigate existing conflicts between residential land uses and non-residential land uses.

Policies:

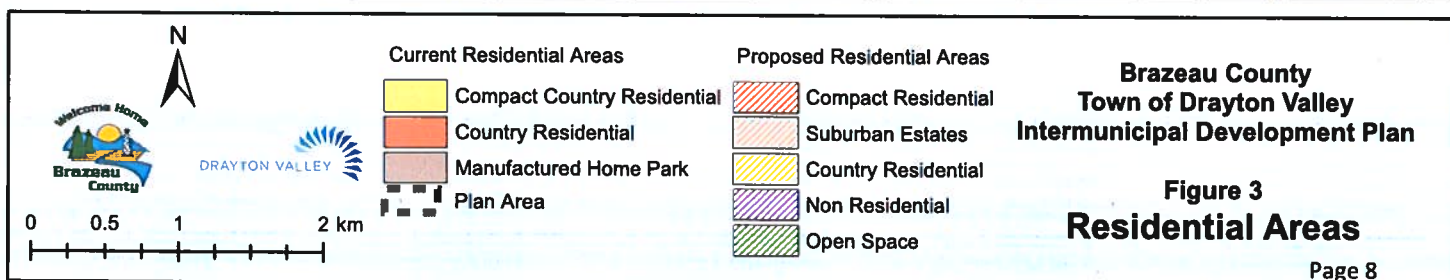
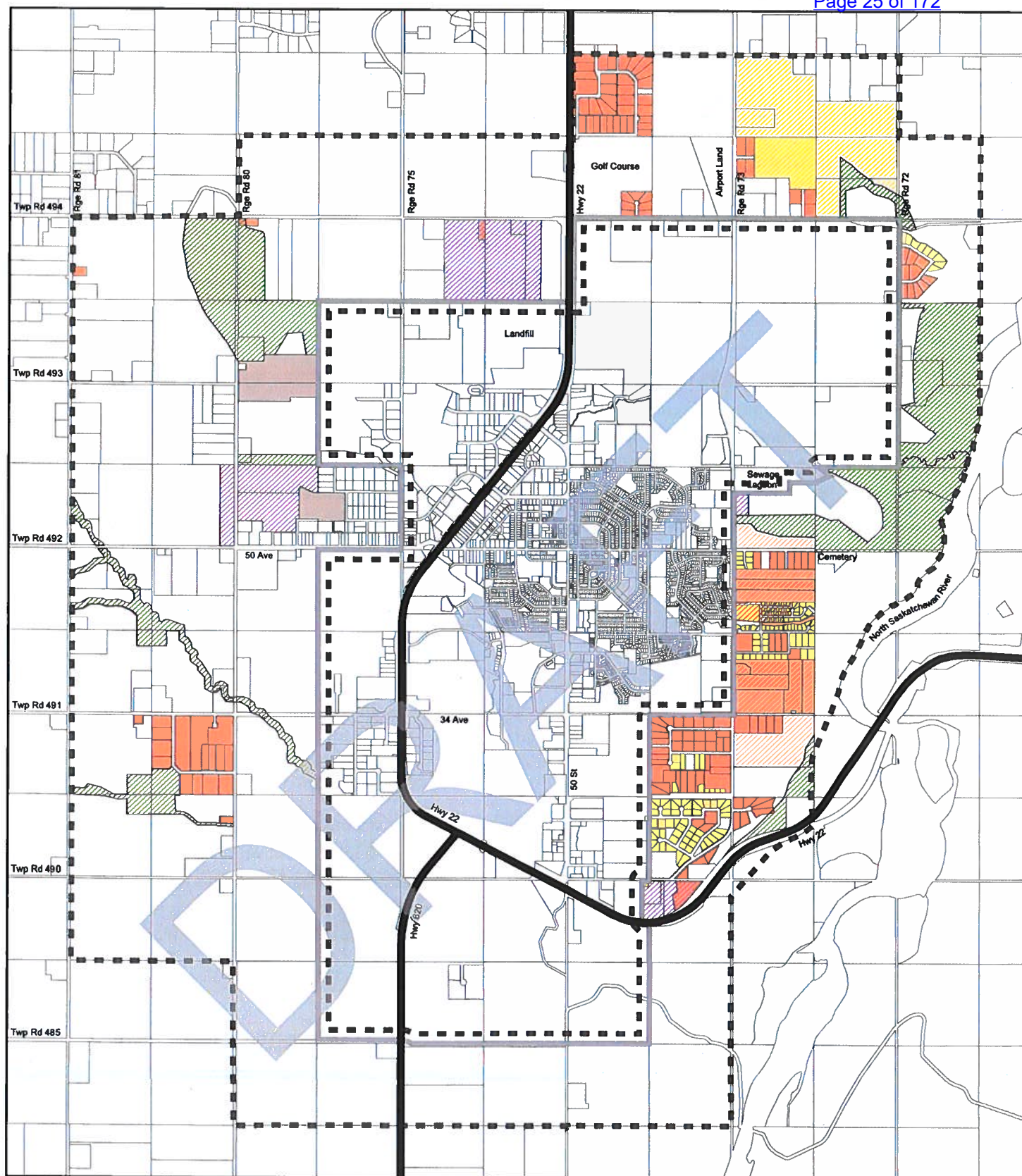
- Residential development within the Plan Area shall be generally consistent with the areas identified as residential in Figure 3.
- Residential subdivisions shall be designed so individual lots do not directly access highways or major arterial roadways.
- All new residential lots within the Plan Area shall be required to connect to Town sewer and water infrastructure once it is made available.

5.4 Utilities

Utilities typically refers to natural gas, power, municipal water, stormwater and sewer systems. The provision of water and sewer service for existing and future development within the Town and for the broader IDP area will be critical for the growth of the area. The Town owns and operates its own water and sanitary sewer distribution and treatment system. Natural gas is supplied within the Plan Area by ATCO Gas Co-op and Evergreen Gas Co-op. Power is supplied by the Drayton Valley Rural Electrification Association.

Objectives:

- The Town and County should maintain current information about existing and proposed major utility corridor projects.
- Collaboration between the Town and the County to develop an effective water, stormwater and sewer management system.
- Future discussions about developments within the Plan Area should occur between the County and the Town to determine potential opportunities and areas of focus for the provision of municipal water, stormwater and sewer services.



5.5 Commercial and Industrial Development

Both municipalities recognize that continued growth and development of commercial and industrial lands is vital for the economic success of the region.

Objectives:

- Identify lands within the Plan Area for Commercial and Industrial developments where sites have adequate access to road systems and in locations that minimize their impacts on surrounding land uses.
- Collaborate to mitigate impacts between Commercial and Industrial uses and non-Commercial and Industrial uses.

6.0 TRANSPORTATION

Transportation systems within the Plan Area are a critical component of ensuring economic development, and a high quality of life. Roadways must be provided in a manner that delivers an efficient method of travel for residents, visitors and businesses of both municipalities, and is cost-efficient for both municipalities. The shared transportation system must be designed in a manner that is safe for all road users, including motorists, cyclists and pedestrians.

Objectives:

- Provide a transportation system within the Plan Area that meets the needs of both municipalities, and is safe, efficient and effective for all road users.

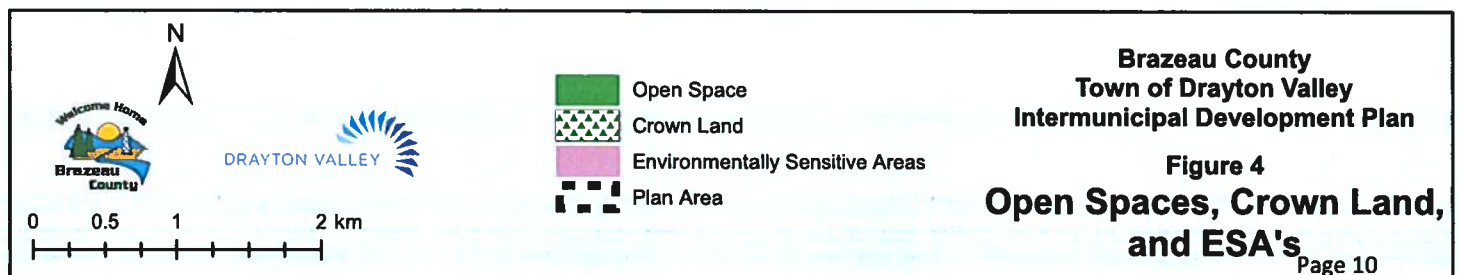
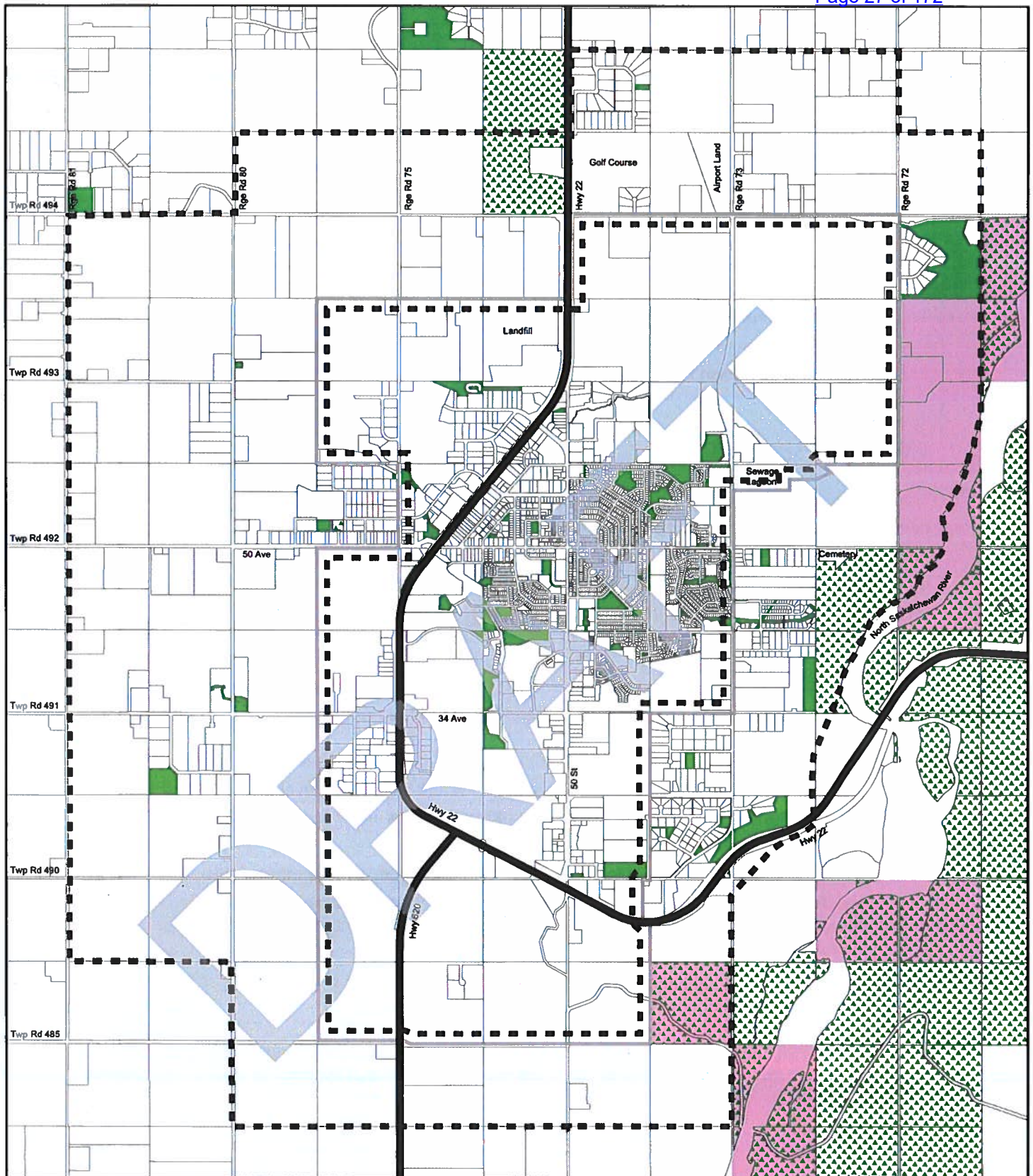
Policies:

- The Town and County shall collaborate on new and expanding development(s) within the Plan Area to ensure long-term transportation corridors are secured to maintain a safe, coordinated and efficient road network.
- The municipalities shall clearly define the responsibilities and standards for roadway design, construction, and maintenance within the Plan Area between Alberta Transportation, developers, the Town and the County.

7.0 ENVIRONMENTAL POLICIES

Brazeau County and the Town of Drayton Valley will promote environmental stewardship and the health of the regional ecosystem through the following policies.

- Open Space, Crown Land and Environmentally Significant Areas have been identified on Figure 4.
- Both Brazeau County and the Town of Drayton Valley shall follow Provincial Regulations as they pertain to the dedication or classification of Environmental Reserve, Municipal Reserve and Conservation Easements.



- Both municipalities shall recognize the importance of wetlands, riparian areas, watercourses and waterbodies, and will collaborate when reviewing proposals which may impact watershed(s) in the Plan Area.
- Through respective Land Use Bylaws, both municipalities shall enforce appropriate development setbacks from the North Saskatchewan River, waterbodies, watercourses, and hazardous landscapes.

8.0 ECONOMIC AND SOCIAL DEVELOPMENT

Brazeau County and the Town of Drayton Valley mutually encourage opportunities for a diversified economy and recognize the benefits it offers in enhancing regional competitiveness. The top industries in our local economies are:

- Oil and Gas;
- Forestry;
- Agriculture; and,
- Recreation.

The provision of quality community services and programming is recognized by both municipalities to enhance residents' quality of life. Both Municipalities may choose to collaborate on any social, recreational, economic development or tourism initiative which may affect the Plan Area.

9.0 IMPLEMENTATION AND ADMINISTRATION

The *Municipal Government Act* requires that an Intermunicipal Development Plan contain provisions related to the administration of the plan and a procedure to be used, by one or more of municipalities, to amend or repeal and replace the IDP.

9.1 Adoption:

The Intermunicipal Development Plan shall be adopted by Bylaws by Brazeau County and the Town of Drayton Valley in accordance with the *Municipal Government Act*.

Both Brazeau County and the Town of Drayton Valley shall administer the provisions of the Intermunicipal Development Plan.

9.2. Plan Review and Amendments:

The plan shall be reviewed every five (5) years following the adoption.

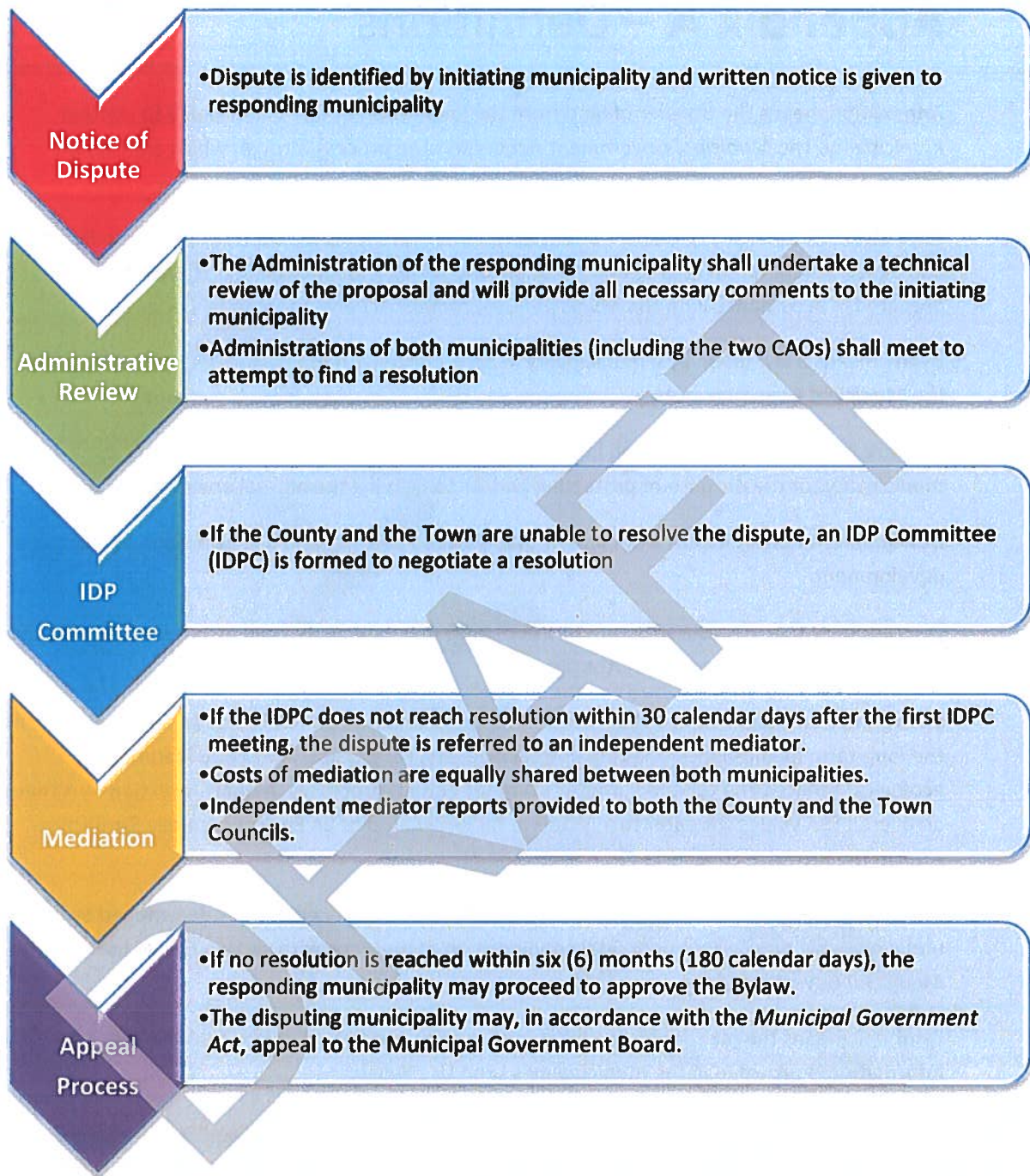
If there is objection to or amendments to the plan by either municipality an Intermunicipal Development Plan Committee (IDPC) shall be established to review and discuss any changes to the Bylaw.

9.3 Dispute Resolution:

The implementation of an intermunicipal dispute resolution mechanism is a requirement of all Intermunicipal Development Plans pursuant to the *Municipal Government Act*. In order to satisfy this requirement and to ensure that the principles of fairness and due process are respected, a dispute resolution process consisting of the six (6) stages is provided.

- 1) When a dispute is identified, written notice is required to be given to the adjacent municipality.
- 2) Administration from each municipality along with the two (2) Chief Administrative Officers (CAOs), shall meet and attempt to resolve the dispute
- 3) In cases where administration and the two (2) CAOs cannot resolve the dispute an IDPC shall be established to review the dispute and negotiate a resolution.
- 4) If the IDPC does not reach a resolution by the thirtieth (30th) calendar day following the first meeting the dispute will then be referred to mediation.
- 5) The services of an independent mediator will be retained and they will be required to present a written report with recommendations to both Councils. The cost of the mediation shall be shared equally by both Brazeau County and the Town of Drayton Valley.
- 6) If the dispute has not been resolved within six (6) months after the notice is given; the municipality may proceed to adopt the Bylaw and the other municipality may, in accordance with the MGA, appeal to the Municipal Government Board (MGB).





Appendix A – Definitions

Annexation means the transfer of land from the jurisdiction of one municipality to another municipality. The *Municipal Government Act* defines the process through which annexation occurs.

Area Structure Plan (ASP) means a statutory plan that provides the framework for subdivision and development for an area of undeveloped land within the municipality. This document is prepared in accordance with the *Municipal Government Act* and adopted by Council.

Bylaw means a law made by a municipality in accordance with the powers delegated to it under the *Municipal Government Act*.

Conservation Easement means an interest, in a particular portion of land, is held by the municipality for the purpose of protecting and/or conserving the natural environment.

Development Permit means a document that is issued under a land use bylaw and authorizes a development.

Discretionary Use means a structure or use of land that may be allowed in a given district at the discretion of the Development Authority.

Environmentally Significant Areas means an area of land that generally has an important role in the long-term maintenance of: (1) biological diversity, (2) physical landscape features, (3) ecological services and function, and/or (4) other natural processes. A quarter section must have an overall ESA value of greater than 0.189 to be designated as an Environmentally Significant Area in the province of Alberta.

Environmental Reserve means land dedicated to a municipality where it is determined to be undevelopable due to environmental conditions, in accordance with section 664 of the *Municipal Government Act*.

Land Use means the manner in which the land may be used or occupied. Typically the information is provided in the municipality's Land Use Bylaw.

Land Use Bylaw (LUB) means a statutory document that divides a municipality into districts. The LUB establishes procedures for processing and deciding development, including subdivisions, within the municipality. The document has rules which affect how each parcel of land in the municipality may be used and developed.

Mediation means a process involving a neutral person as a mediator who may be engaged in order to assist municipalities in resolving a dispute. The purpose of a mediation would be to reach mutually acceptable recommendations by facilitating communication and identifying issues and interests of both municipalities.

Municipal Development Plan (MDP) means a statutory plan adopted by Council that outlines the current and future goals, objectives and policies to help guide a municipality's physical, social and economic development. The plan is used to provide direction and assist in managing growth and development.

Municipal Government Board (MGB) is an independent and impartial quasi-judicial board established under the *Municipal Government Act* to make decisions about land planning and assessment matters.

Municipal Reserve means land that is owned by a municipality to provide for parks, recreation or school authority purposes.

Open Space means land owned by a municipality as municipal reserve or environmental reserve.

Riparian means the transitional area between upland and aquatic ecosystems bordering a watercourse.

Setback means the distance between a property line or feature and part of a site or development. Setbacks are governed through the Land Use Bylaw.

Statutory Plan means a plan adopted by Council as a municipal bylaw under the authority of the *Municipal Government Act*. Statutory Plans include; an intermunicipal development plan, a municipal development plan, an area structure plan and an area redevelopment plan.

Subdivision means the division or consolidation of land that creates a new titled parcel of land from an existing parcel of land.

Attachment 2
What We Heard Consultation Feedback

Brazeau County and Town of Drayton Valley
Intermunicipal Development Plan

What We Heard Report
Consultation Feedback

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This consultation summary report has been prepared by Brazeau County in collaboration with the Town of Drayton Valley in support of the Intermunicipal Development Plan (IDP) being presented to each municipality's Council.

The report describes the public engagement process, outlines the stakeholders involved, and summarizes the stakeholder feedback received to date.

PUBLIC ENGAGEMENT OBJECTIVES

1. Inform Brazeau County and Town of Drayton Valley residents about the proposed version of the Intermunicipal Development Plan.
2. Share with Brazeau County and Town of Drayton Valley residents the IDP goals.
3. Provide and encourage an opportunity for feedback from residents on IDP policies
4. Allow for engagement and discussion about proposed IDP policies – receive and share feedback.

IDENTIFIED STAKEHOLDERS

External Stakeholder Engagement

Intermunicipal Development Plan Open House – February 27, 2020

- Brazeau County
 - Council Members
 - Landowners located with the Plan Area as defined in section 4 and Figure 1 of the proposed IDP
 - Other interested County landowners/residents
- Town of Drayton Valley
 - Council Members
 - Landowners within 100 metres of the intermunicipal border (IDP area)
 - Other interested Town landowners/residents

Internal Stakeholder Engagement

The plan is to provide an opportunity for internal departments to provide comments on the draft IDP that will be presented to each municipal Council for review and comment prior to the Public Hearing date.

- Brazeau County
 - Agricultural Services
 - Community Services
 - Economic Development
 - Planning and Development
 - Public Works

- Town of Drayton Valley
 - Economic Development
 - Engineering
 - Public Works
 - Community Services
 - Finance
 - Fire Services
 - Communications and Intergovernmental Relations

METHODS OF ENGAGEMENT

Brazeau County and the Town of Drayton Valley focused on traditional engagement methods to engage the public and stakeholders. These methods included letters mailed directly to affected landowners, advertisements in local newspapers and an Open House event.

Open House Invitation – Mailed

Brazeau County mailed a letter to invite landowners to the Public Open House event for the IDP. The letter defined what an Intermunicipal Development Plan is and provided a map of the Plan Area. In addition an Information Brochure was included that provided additional information about the goals for the IDP between the County and the Town and highlights from four key sections of the Plan. The letter with attached brochure can be found in Appendix A.

Open House Advertisements

The Open House advertisements were included in local newspapers and included on each both the County's website and the Town's website. The content of the newspaper advertisements are provided in Appendix B.

Brazeau County

- Drayton Valley and District Free Press (February 13th, 20th and 27th)
- County website – Events page
- County website – IDP information page
- County Facebook page

Town of Drayton Valley

- Drayton Valley and District Free Press (February 13th, 20th and 27th)
- Town website – IDP Information Page
- Town Facebook page

Public Open House

The Public Open House was held on February 27, 2020 from 5:00 p.m. to 8:00 p.m. at the MacKenzie Centre in Drayton Valley. The MacKenzie Centre was selected due to its location and ability to

accommodate the space required to host an open house event. The location was agreed upon by both Brazeau County and the Town of Drayton Valley as a suitable location. [Page 38 of 172](#)

The Public Open House included seven display boards (Appendix C), three of which summarized the policies in five sections (section 5 to section 9) of the draft IDP document. The policy summary display boards had space for landowners to add sticky notes to provide feedback on specific sections. In anticipation of a potential crowd, there were two versions of the following boards:

- “What is an IDP?” and “Why is an IDP required?”
- IDP Goals and Plan Area; and
- Two of the policy summary boards (summarizing section 5 to section 8).

The duplicate boards were located on opposite sides of the room to ensure landowners would be able to access the information and have space to provide comments.

Landowners were offered a hardcopy of the Brazeau County and Town of Drayton Valley Intermunicipal Development Plan (Appendix F), a copy of the IDP Information Brochure (Appendix D) and an Open House Comment (Feedback) Form (Appendix E). Most attendees took a copy of the IDP and the feedback form, but did not take a copy of the information brochure as it had been included with the letter.

LANDOWNER EVENT FEEDBACK

At the Open House event there were feedback forms provided to attendees to fill out either at the event or after the event concluded. There was limited feedback provided at the time of preparing this summary report. The feedback on the time and location was positive and the only comment provided on what could have been done to make the event better was a note that it was a good event with great discussion.

The feedback received at the event was the appreciation landowners had for the staff members that were available to answer questions.

LANDOWNER IDP DOCUMENT FEEDBACK

General Concerns:

One of the most frequently asked questions received at the Open House was about what an IDP was all about along with concerns about annexation and that the Town of Drayton Valley was planning to annex the land identified as the Plan Area in section 4 and Figure 1 of the IDP.

Another general concern that was raised was questions about what had changed from the current 2011 IDP and this new proposed version of the IDP.

General Response:

Staff clarified that an Intermunicipal Development Plan is about collaboration and communication between neighbouring municipalities to understand what is occurring on either side of an intermunicipal border. It was noted that the document is a high-level policy document to highlight areas in which the

Town and County will communicate and collaborate on and includes four primary areas – land use, transportation, environment, and economic and social development. [Page 39 of 172](#)

Staff clarified that an IDP is not about annexation and does not change any municipal boundaries. Clarification was provided that there is an existing agreement between the Town of Drayton Valley and Brazeau County where no annexation will happen until either the Town's population reaches 19,362 or January 1st, 2061. Staff noted that the Town's population is around 7,200 people currently.

Staff members provided clarification about the changes from the current 2011 IDP and this new version of the IDP. It was noted by staff that the new proposed version of the IDP was simplified to focus on key areas of policy with respect to communication, collaboration and understanding with respect to the four primary policy areas within the IDP. The current 2011 IDP was written more as a growth management plan that focused on what type of development would occur in areas, the preferred stages of development within those areas, and the potential future zoning of land. Staff clarified that these types of details had been removed from the IDP and the focus was more on policies that would direct future land use within the area, provisions of transportation systems and the coordination of intermunicipal programs as required by legislation.

Section 4: Plan Area

A number of landowners expressed concerns about the size of the Plan Area in Brazeau County. Some of the concern was about the difference in Plan Area size within the Town compared to within the County and other concerns was just about the amount of land within the Plan Area within the County.

Response:

Due to the number of staff providing answers and the varied types of questions, there was not one standard response, as staff did not want to be scripted in their conversations with landowners. However, staff did discuss this topic prior to, and debriefed it after, the Open House event. Below is a summary of the information provided by each staff member both during, and prior to, the event.

Staff members explained that the Plan Area was the area in which the municipalities would communicate and collaborate about issues related to the policies outlined in the IDP and not necessarily specific developments or applications on the land. Information was provided to landowners about other municipalities that have a larger defined Plan Area, which is different from the referral area. The City of Leduc and Leduc County's Plan Area and referral area was one example shown to some landowners to show that other urban/rural municipalities have used this technique of having a larger Plan Area for policies related to general land uses, transportation systems, environmental considerations and economic and social development and a smaller referral area for specific changes to the landscape. Staff clarified the difference between the Plan Area and the referral area, noting that the policies of communication and collaboration within the IDP apply to the Plan Area. Staff clarified that the referral area was where the municipalities would share information about the applications submitted, such as re-zoning, subdivision or discretionary use development permits. The explanation provided to members of the public about the referral area is outlined in detail below.

Section 5: Land Use Policy

Multiple landowners raised concern was about the difference in referral area within the County compared to the Town. The concerns were generally around that the Town of Drayton Valley had a set 400 metre referral area and the County had the 400 metre referral area in some locations, but a larger referral area in other locations. Landowners also found the Plan Area and referral map (Figures 1 and 2) confusing as they tried to determine where their land was located on the map.

An underlying concern that came out regarding both the Plan Area and the referral area was a concern about the amount of control/influence the Town of Drayton Valley would have in Brazeau County.

Response:

Due to the number of staff providing answers and the varied types of questions, there was not one standard response, as staff did not want to be scripted in their conversations with landowners. However, staff did discuss this topic prior to, and debriefed it after, the Open House event. Below is a summary of the information provided by each staff member both during, and prior to, the event.

Staff provided clarification of the referral area to open house attendees. Staff noted that the referral area was 400 metres on either side of the boundary and any quarter section on the County's side of the boundary that currently had any part of it serviced by either Town wastewater lines or water lines. Staff clarified that referrals were related to sharing information about Municipal Development Plan amendments, Land Use Bylaw amendments (for example re-zoning), Area Structure Plans, subdivisions and discretionary use development permit applications that affect land within the referral area. The reason for including the quarter sections that are currently serviced by Town wastewater or water lines was to allow for the Town to comment on whether the change to the land use district (zone), number of parcels, or use on the land subject to the application would impact the services being provided, or if there was opportunity to extend those services to allow for different opportunities. Since the Town owns and operates these lines, having their input on changes could be important information when the County is making the decision or adding conditions to approved applications. In general, this explanation was acceptable to people and it was noted by a few attendees that the referral area "made sense" with those details provided.

Staff assisted landowners trying to locate their property on the Plan Area (Figure 1) and Referral Area (Figure 2) maps within the proposed draft IDP. It was noted that the maps were different scales and the referral area map only showed the referral area, which is smaller than the Plan Area; whereas the Plan Area map showed the entire Plan Area.

Staff also communicated that the decisions regarding re-zoning, subdivision and discretionary use applications would be made by the municipality where the application was initiated. Landowners were provided with clarification that the rules/regulations of their home municipality's Municipal Development Plan and Land Use Bylaw would need to be followed when applying for re-zoning, subdivision and development permits. The difference within the referral area is that the application would be referred to the adjacent municipality for review and comment. The comments provided by the adjacent municipality would be considered when the decision maker (Council, Subdivision Authority such as the Municipal

Planning Commission, or Development Officer, as it applies to the situation) was making a decision regarding that application. Page 41 of 172

Staff provided additional information and clarification that if there was a dispute between the municipalities, either within the Plan Area, or due to a referral, there was a six-stage dispute resolution process outlined within the IDP. The highlights of the six stages were provided to landowners who were concerned that there was not a mechanism for handling disputes when it came to landowner applications for re-zonings, subdivisions or development permits.

ACTION REQUIRED: The maps used in the IDP are to assist in providing clarity and support the associated text. There were a number of conversations that included confusion around the Plan Area and the referral area, and people trying to identify their property on the two maps. Due to this confusion, it was determined by staff that the maps should be reviewed, and the information presented more clearly. The decision was to include the Plan Area on all the maps, which meant adding the Plan Area to Figure 2 for the referral area. Additional changes to Figure 2 included using the same colour for the referral area on both sides of the Town/County boundary and using a scale similar to the other maps. Staff will work to update the referral area map prior to the scheduled public hearings.

Section 6: Transportation

In discussing the sections of the IDP, there was some questions about the collaboration and communication regarding the transportation network, in particular any future plans for Township Road 490/Range Road 73 (referred to as the “Ring Road”).

Response:

The Transportation section of the IDP notes the County and Town will work together to provide a transportation system that meets the needs of both municipalities and is efficient, safe and effective for all road users. Collaboration will also occur on new and expanding developments to allow for transportation corridors that are safe, coordinated and efficient road networks. Questions were raised about whether this would result in future plans and coordination of road networks and future maintenance or upgrades (i.e. re-surfacing, widening, etc.) Staff noted that this section was about communication and collaboration to coordinate an efficient transportation system within the Plan Area. However, staff also noted that the decision to move forward with projects would ultimately be decided by the individual municipality where the section of road was located.

ENGAGEMENT SUMMARY

Communication Prior to the Open House

The purpose of the Open House invite letter and advertisements were to notify landowners that an Intermunicipal Development Plan had been drafted between Brazeau County and Town of Drayton Valley. The letter provided contact information for Brazeau County and the advertisements provided contact information for both the County and the Town. Brazeau County received one (1) phone call, one (1) email

and one (1) in person meeting from landowners. Town of Drayton Valley received one (1) phone call at the time of this report. [Page 42 of 172](#)

Open House Summary

The purpose of the open house was to share information about the draft IDP between Brazeau County and the Town of Drayton Valley and gather input and feedback on the IDP goals and the five (5) main sections outlining specific policies for the IDP Plan Area.

The Open House had approximately thirty (30) landowners attend and 28 people signed into the sign in sheet. Of those landowners who signed in,

- Two (2) identified as being from the Town of Drayton Valley,
- Two (2) lived in Brazeau County, but owned a business in the Town of Drayton Valley, and
- Twenty-four (24) identified as being from Brazeau County.

Staff answered questions and provided information on the purpose of an IDP to Open House participants. Staff used the display boards, the Information Brochure and copies of the Intermunicipal Development Plan to assist in answering questions and providing clarification. The main questions and concerns are highlighted in the sections above. The next step in the process is for each Council to hold a public hearing for the Intermunicipal Development Plan within their respective municipality. The Town of Drayton Valley has scheduled a public hearing for March 18, 2020 at the Drayton Valley Council Chambers. Brazeau County has scheduled a public hearing for April 7, 2020 at the Brazeau County Council Chambers. The IDP document, with a revised Figure 2 map, will be presented to each Council.



Brazeau County

7401 Township Road 494, P.O. Box 77, Drayton Valley, Alberta T7A 1R1

PHONE: (780) 542-7777 - FAX: (780) 542-7770

www.brazeau.ab.ca

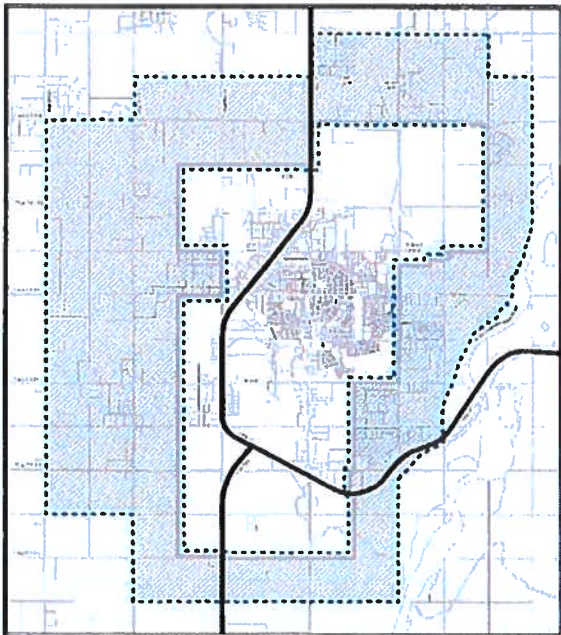
February 11, 2019

Dear Landowner within the Intermunicipal Area:

RE: Brazeau County and Town of Drayton Valley Intermunicipal Development Plan

As a landowner within the plan area, this letter is to inform you that Brazeau County and the Town of Drayton Valley are working together to prepare an Intermunicipal Development Plan for the lands located within a defined Plan Area (see map below). The Plan Area extends 0.8 kilometres to 2.4 kilometres from the Town boundary except to the east where it extends to the top of the North Saskatchewan River valley. The Plan Area extends inward 0.1 kilometre from the Town Boundary.

An Intermunicipal Development Plan (IDP) is a statutory document, which is required by provincial legislation and prepared by two (or more) municipalities that share a common border. An IDP ensures future development and land use policy are coordinated between municipalities. An information brochure has been included to explain what an Intermunicipal Development Plan is, the goals of the Brazeau County and Town of Drayton Valley IDP, and highlights from some of the key policy sections.



OPEN HOUSE DETAILS

If you live in this area, or are interested in this project, you are invited to drop in at the public open house to provide your input on the draft IDP. There will be no formal presentation, so drop in any time between 5:00 pm and 8:00 pm to discuss the IDP with available staff.

The Open House will be held:

Date: February 27, 2020

Time: 5:00 P.M. to 8:00 P.M.

Location: MacKenzie Conference Centre, 5737 – 45 Avenue, Drayton Valley, Alberta

If you would like to read the IDP prior to the event, the information is on the Brazeau County website at <https://www.brazeau.ab.ca/icf> under the "Town of Drayton Valley" banner.

Should you have any further questions or would like more information about the IDP, please contact Kathleen Sterling, Senior Long Range Planner by phone 780-542-2667 or email ksterling@brazeau.ab.ca

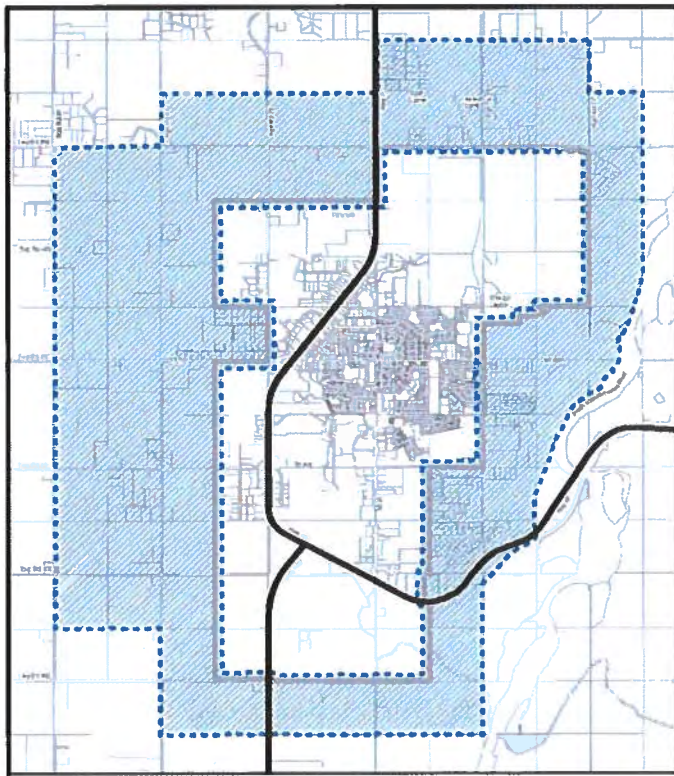
Yours truly,

Kathleen Sterling
Senior Long Range Planner

cc: Jocelyn Whaley – Brazeau County Chief Administrative Officer
Marc Gressler – Division 3 Councillor Brazeau County

Public Open House for the Brazeau County and Town Drayton Valley Intermunicipal Development Plan – February 27, 2020

An Intermunicipal Development Plan (IDP) is a statutory document prepared with two (or more) municipalities that share a common border. An IDP ensures future development and land use policy are coordinated between municipalities. Brazeau County and the Town of Drayton Valley have agreed to jointly engage in an IDP, as per the *Municipal Government Act*. The Plan Area extends 0.8 kilometres to 2.4 kilometres from the Town boundary except to the east where it extends to the top of the North Saskatchewan River valley. The Plan Area extends inward 0.1 kilometre from the Town Boundary. If you live in this area, or are interested in this project, you are invited to drop in at the public open house to provide your input on the draft IDP.



Details of the Brazeau County and Town of Drayton Valley IDP Public Open House:

Date: February 27, 2020

Time: 5:00 P.M. to 8:00 P.M.

Location: MacKenzie Conference Centre, 5737 – 45 Avenue, Drayton Valley, Alberta

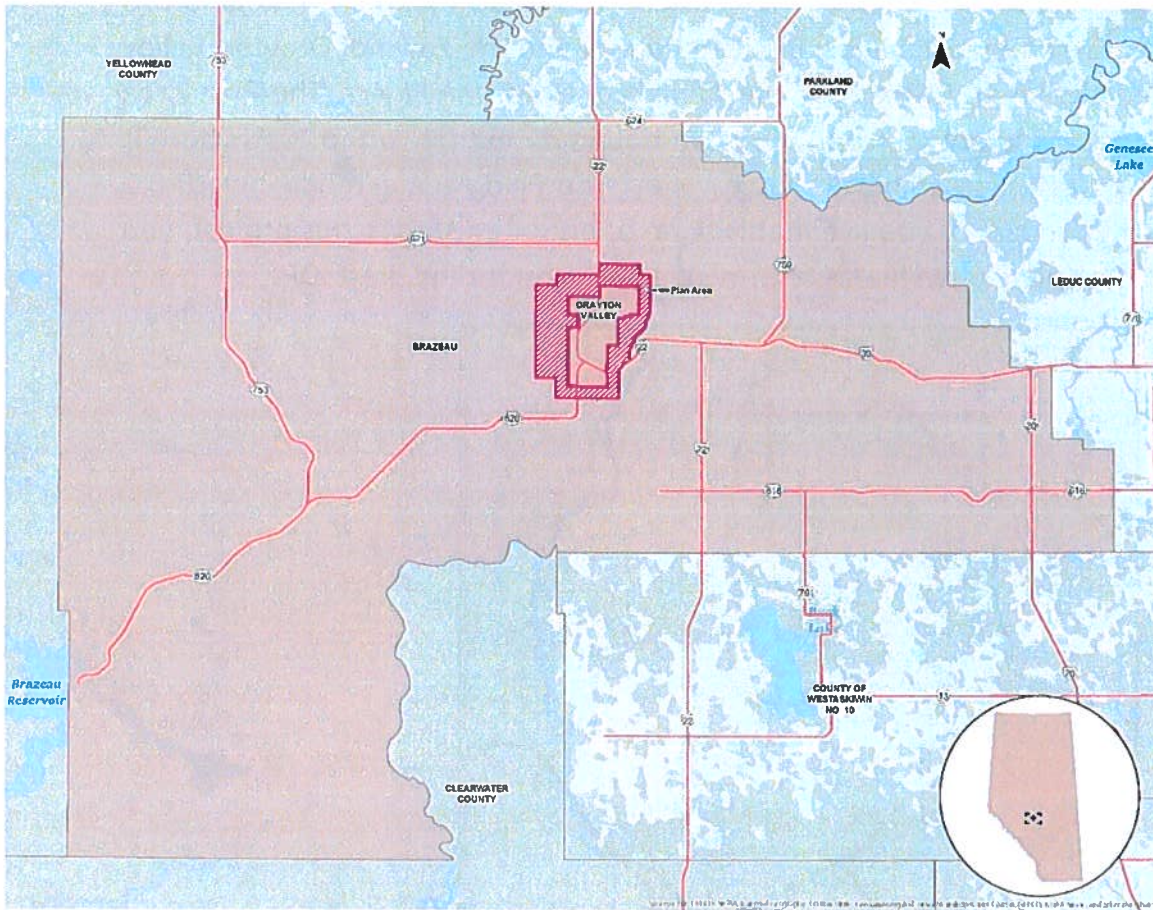
Questions?

Brazeau County - Contact Kathleen Sterling, Senior Long Range Planner at 780-542-2667 or ksterling@brazeau.ab.ca

Drayton Valley - Contact Matt Ellis, Senior Planner and Assistant Director of Emergency Management at 780-514-2203 or mellis@draytonvalley.ca

DISCLAIMER: Appendix C represents information shared with the public at the Brazeau County and Town of Drayton Valley IDP Open House and is not a final copy for approval.

WELCOME TO OUR OPEN HOUSE



Brazeau County and the Town of Drayton Valley are working together to create an Intermunicipal Development Plan ("IDP").

At tonight's Open House you will find:

1. Proposed IDP Goals.
2. Draft IDP Policy Highlights.
3. Brazeau County and Town of Drayton Valley staff to answer any questions you may have.
4. An area where you can view the draft IDP document.

**We want to hear from you.
Tell us how we might be able to improve the IDP!**

- ➔ A high-level policy plan prepared by two (or more) municipalities that share a common border.
- ➔ Ensures future development and land use policy is coordinated between municipalities.
- ➔ Reduces the possibility of any potential conflicts between municipalities and provides a dispute resolution process if conflict does occur.
- ➔ Ensures the relationship remains strong, transparent, and collaborative in the present and in the future.

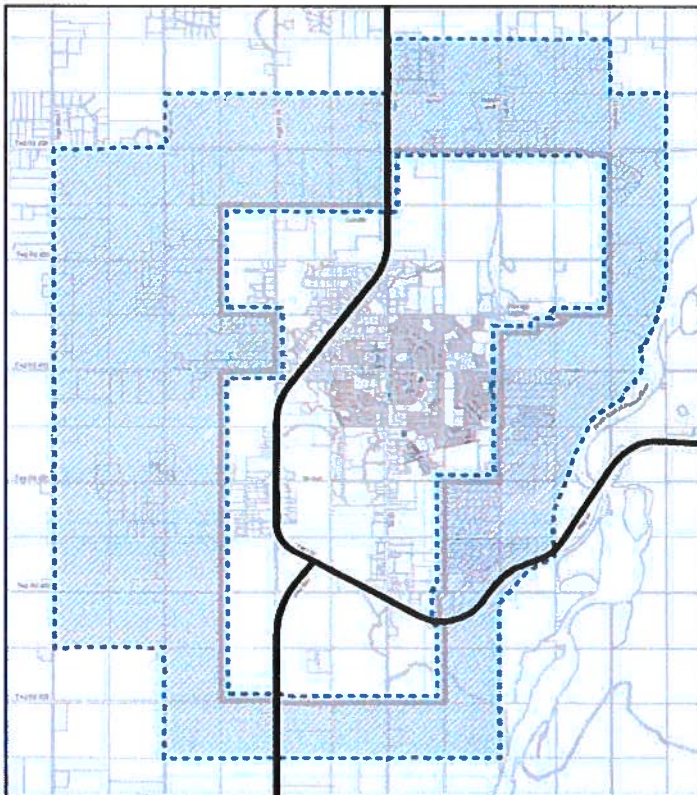
Why is an Intermunicipal Development Plan required?

The Government of Alberta requires that municipalities with a shared border complete an Intermunicipal Development Plan. This is under the direction of Section 631 of the Modernized *Municipal Government Act*. Brazeau County and the Town of Drayton Valley have agreed to jointly engage in the development of an IDP.



- ➔ To collaboratively plan and confirm future land uses, infrastructure, transportation and development within the Plan Area.
- ➔ To establish a logical and orderly development for each municipality, while seeking the advancement and promotion of the region as a whole.
- ➔ To reduce the potential for future conflict(s) through communication and encourage understanding.
- ➔ To identify and conserve environmental features, recreation and open space.
- ➔ To provide a process and procedure for dispute resolution, amendments and administration of the plan.
- ➔ To enhance opportunities for increased quality of life through a diversified local economy and quality community services.

Plan Area



The Plan Area extends between 0.8 kilometres to 2.4 kilometres ($\frac{1}{2}$ mile to $1\frac{1}{2}$ miles) from the Town boundary as defined in the Annexation Settlement Agreement except to the east where it extends to the top of the North Saskatchewan River valley.

The Plan Area extends inward 0.1 kilometre from the Town boundary.

The joint Plan Area covers approximately 4,583 hectares (11,325 acres).



Tell us what you think!

We want to hear from you.

Please take a few minutes to complete our comment sheet and provide your feedback on the IDP.

If you have any questions or comments regarding the document, or if you would like additional information, please contact:

Kathleen Sterling, Senior Long Range Planner, Brazeau County at (780) 524-2667

OR

Matt Ellis, Senior Planner & Assistant Director of Emergency Management,
Town of Drayton Valley at (780) 514-2203

Please feel free to use sticky notes to provide comments. Your input and ideas are important to us!

SECTION 5: LAND USE POLICIES

Brazeau County and the Town of Drayton Valley will communicate on land use policies to guide and coordinate development within the Plan Area.

REFERRALS

Referral of applications for statutory documents, subdivision and discretionary development permits applications will be provided to the adjacent municipality. IDP policies ensure land use decisions will be made to benefit residents of both municipalities.

RESIDENTIAL

New residential development should be considered within currently serviced areas and in conjunction between the two municipalities

UTILITIES

The Town and County will collaborate to develop an effective water, stormwater, and sewer management system, which includes future discussions about development within the Plan Area.

COMMERCIAL AND INDUSTRIAL

The Town and County will identify lands within the Plan Area for Commercial and Industrial developments where sites have adequate access to road systems and in locations that minimize impacts on surrounding land uses. Both municipalities will collaborate to mitigate impacts on non-Commercial and Industrial uses.



Please feel free to use sticky notes to provide comments. Your input and ideas are important to us!

SECTION 6: TRANSPORTATION

Brazeau County and the Town of Drayton Valley will work together to provide a transportation system within the Plan Area that meets the needs of both municipalities, and is efficient, safe and effective for all road users.

The Town and County shall collaborate on new and expanding development(s) within the Plan Area to ensure that long-term transportation corridors are secured to maintain a safe, coordinated and efficient road network.

SECTION 7: ENVIRONMENTAL POLICES

Together, the County and the Town will promote environmental stewardship and a healthy regional ecosystem. The importance of wetlands, riparian areas, watercourses and waterbodies shall be recognized by both municipalities.

The County and Town will follow provincial regulations as they pertain to the dedication of Environmental, Municipal and Conservation Easements. Through respective Land Use Bylaws, both municipalities will enforce appropriate development setbacks.

SECTION 8: ECONOMIC AND SOCIAL DEVELOPMENT

Brazeau County and the Town of Drayton Valley mutually encourage opportunities for a diversified economy and recognize the benefits it offers in enhancing regional competitiveness. The quality of community services and programming is recognized by both municipalities and they may choose to collaborate on any social, recreational, economic development or tourism initiative which may affect the Plan Area.



Please feel free to use sticky notes to provide comments. Your input and ideas are important to us!

SECTION 9: ADMINISTRATION AND IMPLEMENTATION

This section discusses the process in which the IDP is adopted, amended and reviewed.

Both Brazeau County and the Town of Drayton Valley, shall administer the provisions of the Intermunicipal Development Plan. The IDP shall be reviewed every five (5) years.

If there is objection to, or amendments to, the Plan by either municipality an Intermunicipal Development Plan Committee (IDPC) shall be established to review and discuss any changes to the Bylaw.

SECTION 9.3: DISPUTE RESOLUTION

A dispute resolution mechanism for intermunicipal disputes is required to be included in the IDP. This ensures that the principles of fairness and due process are respected. This section of the IDP outlines the six stages within the dispute resolution process.

1. Notice of Dispute
2. Administration and Chief Administrative Officer (CAO) Resolution
3. Establishment of an IDPC
4. Mediation
5. Deadline of Dispute Resolution
6. Adoption or Appeal to Municipal Government Board (MGB)



APPENDIX D: PUBLIC OPEN HOUSE INFORMATION BROCHURE

BRAZEAU COUNTY AND TOWN OF DRAYTON VALLEY INTERMUNICIPAL DEVELOPMENT PLAN

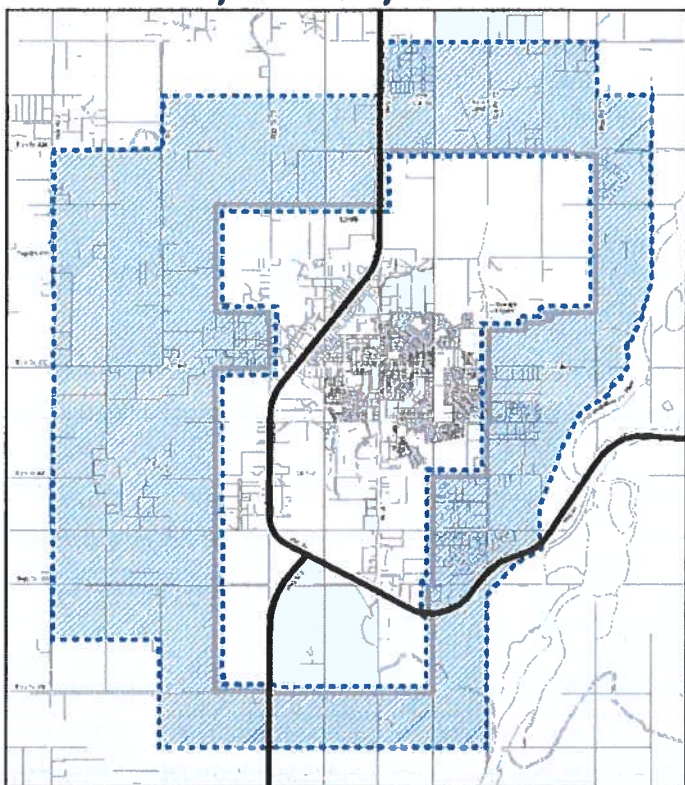
Information Brochure

February 2020

What is an Intermunicipal Development Plan (IDP)?

- ➔ The Government of Alberta requires municipalities with a shared border complete an IDP.
- ➔ A high level policy plan prepared by two (or more) municipalities that share a common border.
- ➔ Ensures future development and land use policy is coordinated between municipalities
- ➔ Reduces the possibility of any potential conflicts between municipalities and provides a dispute resolution process if conflict does occur.
- ➔ Ensures the relationship remains strong, transparent, and collaborative, both in the present and in the future.

Plan Area for Brazeau County & Town of Drayton Valley IDP



Goals for the Intermunicipal Development Plan (IDP)

- To collaboratively plan and confirm future land uses, infrastructure, transportation and development within the *Plan Area*.
- To establish a logical and orderly development for each municipality, while seeking the advancement and promotion of the region as a whole.
- To reduce the potential for future conflict(s) through communication and encourage understanding.
- To identify and conserve environmental features, recreation and open space.
- To provide a process and procedure for dispute resolution, amendments and administration of the plan.
- To enhance opportunities for increased quality of life through a diversified local economy and quality community services.

← PLAN AREA

The Plan Area extends 0.8 kilometres to 2.4 kilometres from the Town boundary as defined in the Annexation Settlement Agreement, except to the east where it extends to the top of the North Saskatchewan River valley.

The Plan Area extends inward 0.1 kilometre from the Town boundary.

BRAZEAU COUNTY AND TOWN OF DRAYTON VALLEY

INTERMUNICIPAL DEVELOPMENT PLAN

HIGHLIGHTS FROM THE INTERMUNICIPAL DEVELOPMENT PLAN

Section 5 - Land Use Policies

Brazeau County and the Town of Drayton Valley will communicate on land use policies to guide and coordinate development within the Plan Area. Referral of applications for statutory documents (e.g. Land Use Bylaw amendments and rezoning), subdivision and discretionary development permits will be provided to the adjacent municipality. IDP policies ensure land use decisions will be made to benefit residents of both the County and the Town. These policies include communication and collaboration about residential, utilities, and commercial and industrial developments.

Section 6 - Transportation

Brazeau County and the Town of Drayton Valley will work together to provide a transportation system within the Plan Area that meets the needs of both municipalities, and is efficient, safe and effective for all road users.

The Town and County shall collaborate on new and expanding development(s) within the Plan Area to ensure long-term transportation corridors are secured to maintain a safe, coordinated and efficient road network.

Section 7 - Environmental Policies

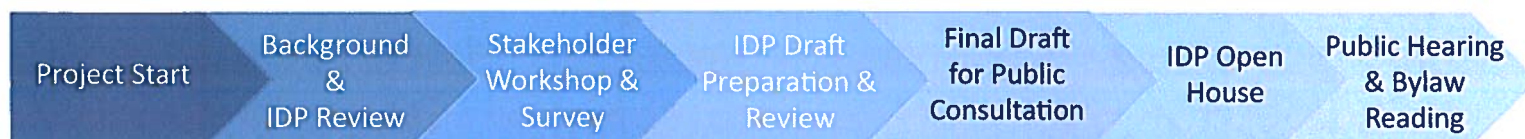
Together, the County and the Town will promote environmental stewardship and a healthy regional ecosystem. The importance of wetlands, riparian areas, watercourses and waterbodies shall be recognized by both municipalities.

The County and Town will follow provincial regulations as they pertain to the dedication of Environmental, Municipal and Conservation Easements. Through respective Land Use Bylaws, both municipalities will enforce appropriate development setbacks.

Section 8 - Economic and Social Development

Brazeau County and the Town of Drayton Valley mutually encourage opportunities for a diversified economy and recognize the benefits it offers in enhancing regional competitiveness. The quality of community services and programming is recognized by both municipalities and they may choose to collaborate on any social, recreational, economic development or tourism initiative which may affect the Plan Area.

Project Process



What impact does this have on landowners?

- Applications for rezoning, subdivisions and discretionary uses will be provided to the adjacent municipality for comment. These comments will be considered when making a decision on the application.
- This does **NOT** change ownership of your land, the zoning of your land or the municipality you would apply for permits to.

QUESTIONS?

Contact Us:

Brazeau County
Kathleen Sterling
Phone: 780-542-2667

Town of Drayton Valley
Matt Ellis
Phone: 780-514-2203



**INTERMUNICIPAL
DEVELOPMENT PLAN
OPEN HOUSE**



Thank you for sharing your time and knowledge!
Please let us know how we did.

Please Note: Results will be reviewed by both municipalities. The comments provided will be summarized and the results will be presented to both municipality's Council.

1. Please let us know who you are – check all that apply:

- | | |
|---|---|
| <input type="checkbox"/> Resident of the Town of Drayton Valley | <input type="checkbox"/> Resident of Brazeau County |
| <input type="checkbox"/> Landowner of the Town of Drayton Valley | <input type="checkbox"/> Landowner of Brazeau County |
| <input type="checkbox"/> Business Owner in the Town of Drayton Valley | <input type="checkbox"/> Business Owner in Brazeau County |
| <input type="checkbox"/> Developer | <input type="checkbox"/> Farmer/Rancher in Brazeau County |
| <input type="checkbox"/> None of the above | |

2. How did you find out about this Open House?

- | | |
|---|--|
| <input type="checkbox"/> Town of Drayton Valley website | <input type="checkbox"/> Drayton Valley Free Press newspaper |
| <input type="checkbox"/> Town of Drayton Valley Facebook Page | <input type="checkbox"/> Brazeau County website |
| <input type="checkbox"/> Other (please explain) | <input type="checkbox"/> Brazeau County Facebook Page |

3. Was the location and time of the Open House convenient?

4. Did you learn something new from the display boards?

5. The IDP sections highlighted on the display board include: Land Use Policies, Transportation, Environmental Policies, Economic and Social Development, and Administration and Implementation including Dispute Resolution. If you have any specific comments on these sections of the IDP, please include them below:

6. What would make this type of event better?

7. If you have any other specific comments, suggestions, or questions; please add them to the section below:

Any questions? Please contact:

Kathleen Sterling – Senior Long Range Planner – Brazeau County
7401 TWP Rd 494, Drayton Valley, AB, T7A 1R1
Office Phone: 780-542-7777 or Email: KSterling@brazeau.ab.ca

OR

Matt Ellis – Senior Planner – Town of Drayton Valley
5120 – 52 Street, Box 6837, Drayton Valley, AB T7A 1A1
Office Phone: 780-514-2203 or Email: mellis@draytonvalley.ca

DISCLAIMER: Appendix F represents information shared with the public at the Brazeau County and Town of Drayton Valley IDP Open House and is not a final copy for approval.

Brazeau County and Town of Drayton Valley

Intermunicipal Development Plan

Brazeau County Bylaw: 1049-20

Town of Drayton Valley Bylaw: 2020/03/D



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LIST OF ACRONYMS:

ASP – Area Structure Plan
 CAO – Chief Administrative Officer
 ESA – Environmentally Sensitive Areas
 IDP – Intermunicipal Development Plan
 IDPC – Intermunicipal Development Plan Committee
 LUB – Land Use Bylaw
 MGA – *Municipal Government Act*
 MGB – Municipal Government Board
 MDP – Municipal Development Plan

1.0 INTRODUCTION AND BACKGROUND

Brazeau County (hereafter referred to as the County) and the Town of Drayton Valley (hereafter referred to as the Town) work collaboratively. The original Intermunicipal Development Plan (IDP) was written to enhance collaborative working processes following annexation in 2011. The purpose of this revised IDP is to update the methodology for intermunicipal planning for the next five (5) years, as required by Government of Alberta regulations

Brazeau County and the Town of Drayton Valley as per section 631 of the *Municipal Government Act* have agreed to jointly update their existing IDP to have a cooperative approach for the purpose of land use and development, managing growth, the environment, infrastructure, dispute resolution and other vital community services along their shared borders.

2.0 PURPOSE OF THE PLAN

The purpose of the IDP is to have a co-operative approach for the process of land use and development, managing growth, environmental matters, infrastructure and dispute resolution along the borders of the Town of Drayton Valley and Brazeau County.

The plan will contain policies for:

- Land use
- Environment
- Infrastructure
- Intermunicipal Programs
- Economic and Social Development

3.0 GOALS

The Town and the County recognize and respect the autonomy and mandate of each municipality and acknowledge the need to establish common plans and policies that seek:

- a) To collaboratively plan and confirm future land uses, infrastructure, transportation and development within the Plan Area;
- b) To establish a logical and orderly development for each municipality, while seeking the advancement and promotion of the region as a whole;
- c) To reduce the potential for future conflict(s) through communication and encourage understanding;
- d) To identify and conserve environmental features, recreation and open space;
- e) To provide a process and procedure for dispute resolution, amendments and administration of the plan; and

- f) To enhance opportunities for increased quality of life through a diversified local economy and quality community services.

4.0 PLAN AREA

The Plan Area is shown on Figure 1. It extends 0.8 kilometers to 2.4 kilometers (½ mile to 1½ miles) from the Town boundary as defined in the Annexation Settlement Agreement except to the east where it extends to the top of the North Saskatchewan River valley. The Plan Area extends inward 0.1 kilometre from the Town Boundary. The joint Plan Area covers approximately 4,583 hectares (11,325 acres) of land.

Agriculture is the predominant land use in much of the Plan Area with clusters of country residential subdivisions and the Drayton Valley Golf and Country Club.

5.0 LAND USE POLICIES

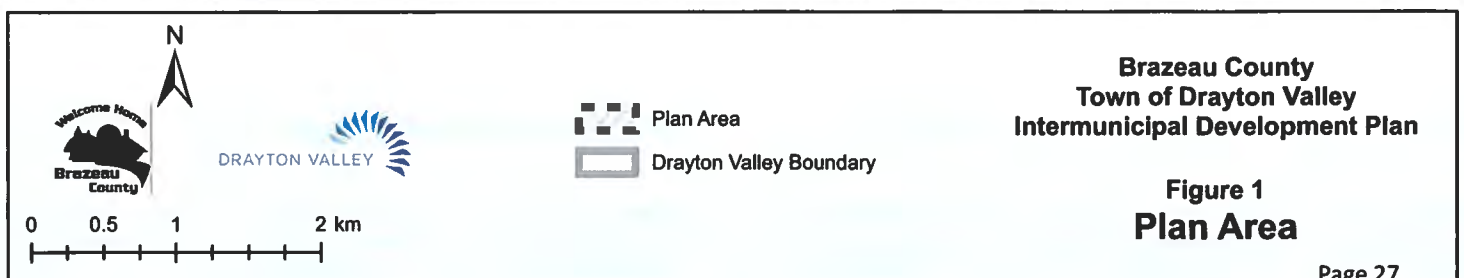
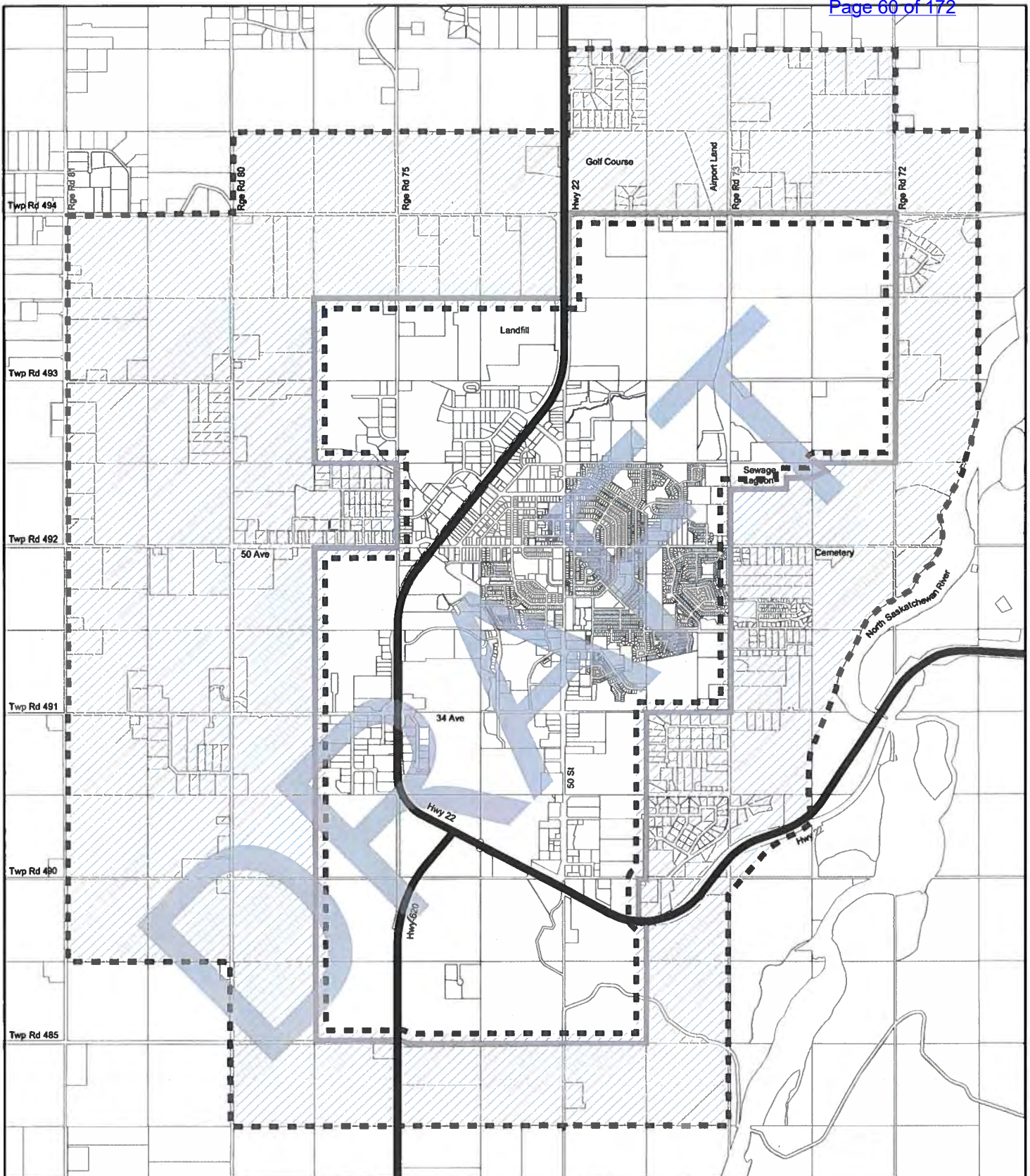
Brazeau County and the Town of Drayton Valley will communicate in good faith on land matters within the Plan Area. Any disputes will be addressed through section 9 of this plan. Each municipality will maintain their autonomy within their current boundaries and within the Plan Area.

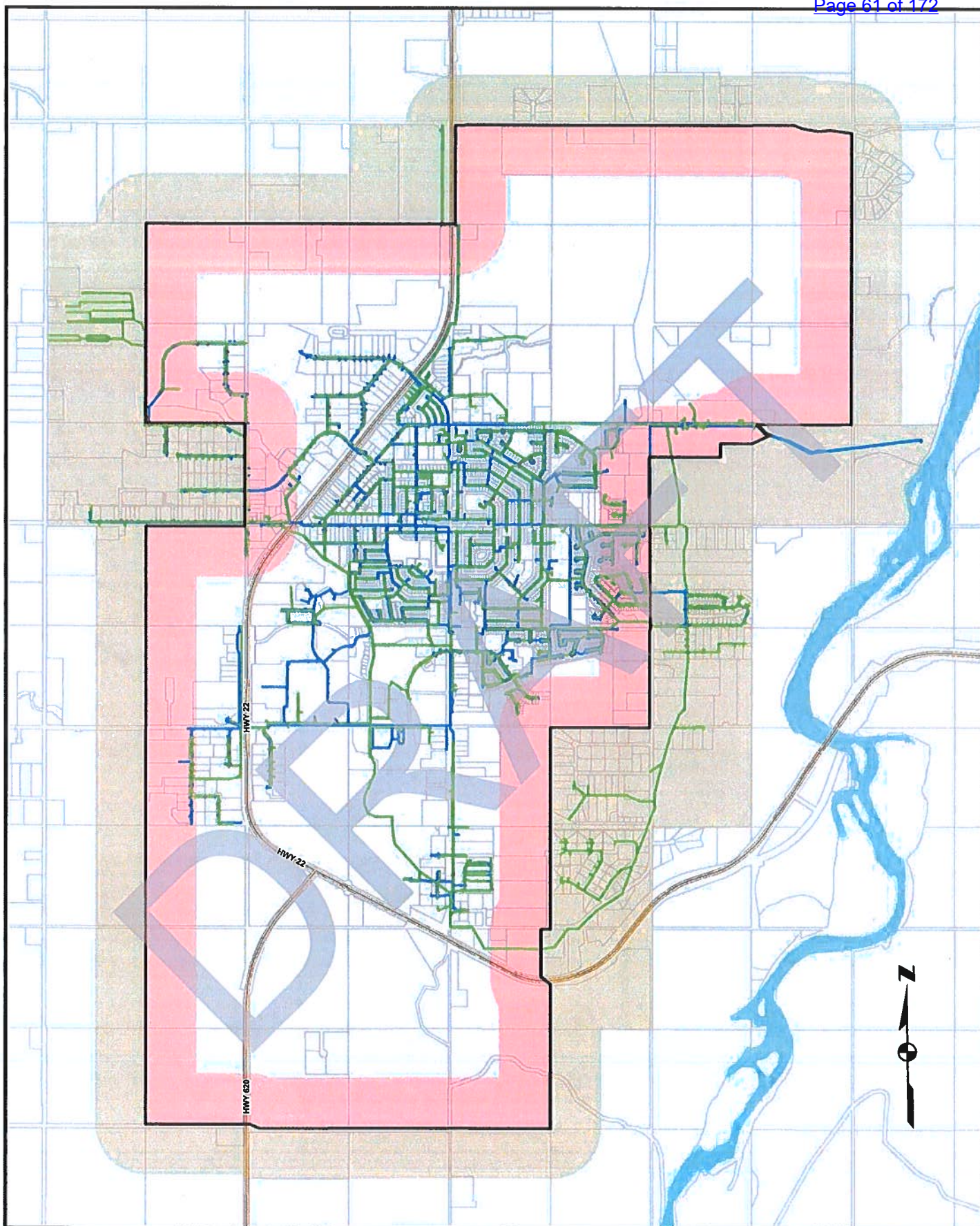
5.1 Referral(s) / Consistency of Planning

The referral area will be a 400 metre buffer on either side of the shared intermunicipal border, as well as quarter sections that have any part of them currently served by water and/or sewer infrastructure within the County (refer to Figure 2). The referral area shall be extended based on Brazeau County's five (5) year servicing strategy.

Major documents or applications, such as Area Structure Plans (ASPs), Municipal Development Plans (MDPs) and Land Use Bylaws (LUB) or their amendments, as well as subdivision and discretionary development permit applications, shall be referred to the adjacent municipality for review. Comments shall be provided to the referring municipality as outlined below. If no comments are received within the accepted timelines, the referring municipality will consider there are no objections, comments or concerns.







Intermunicipal Development Plan
Figure 2: Referral Areas

- Legend**
- Town of Drayton Valley Referral Area
 - Brazeau County Referral Area
 - Town Boundary
 - Sanitary Grid
 - Water Main Grid

0 0.5 1Km

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

February, 2020



5.2 Agricultural Preservation

Agricultural district is the most prevalent land use in the Plan Area. Brazeau County will consider both economic development, and quality of agricultural land when applications are received.

5.3 Residential

New residential development should be considered in currently serviced areas and in conjunction between the two municipalities.

Objectives:

- Identify areas that are suitable for residential growth and specify density targets within the overall Plan Area;
- Accommodate various land uses (commercial, recreational and institutional) that are compatible with existing and future residential uses;
- Mitigate conflicts between future residential uses and non-residential uses; and
- Mitigate existing conflicts between residential land uses and non-residential land uses.

Policies:

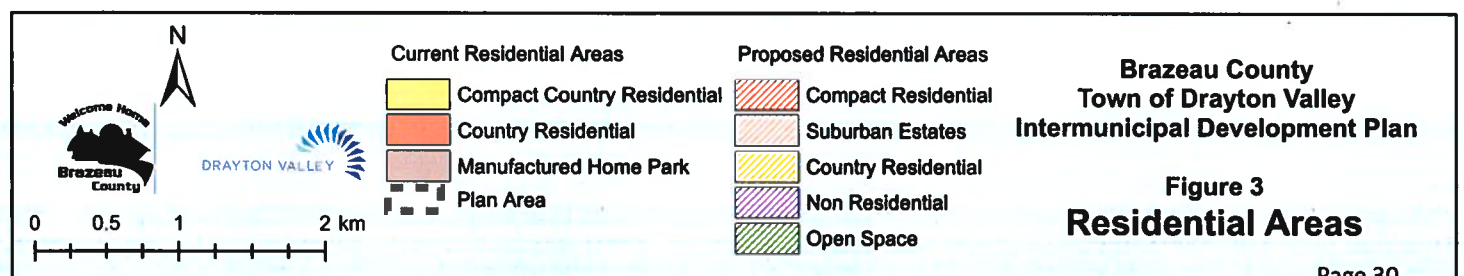
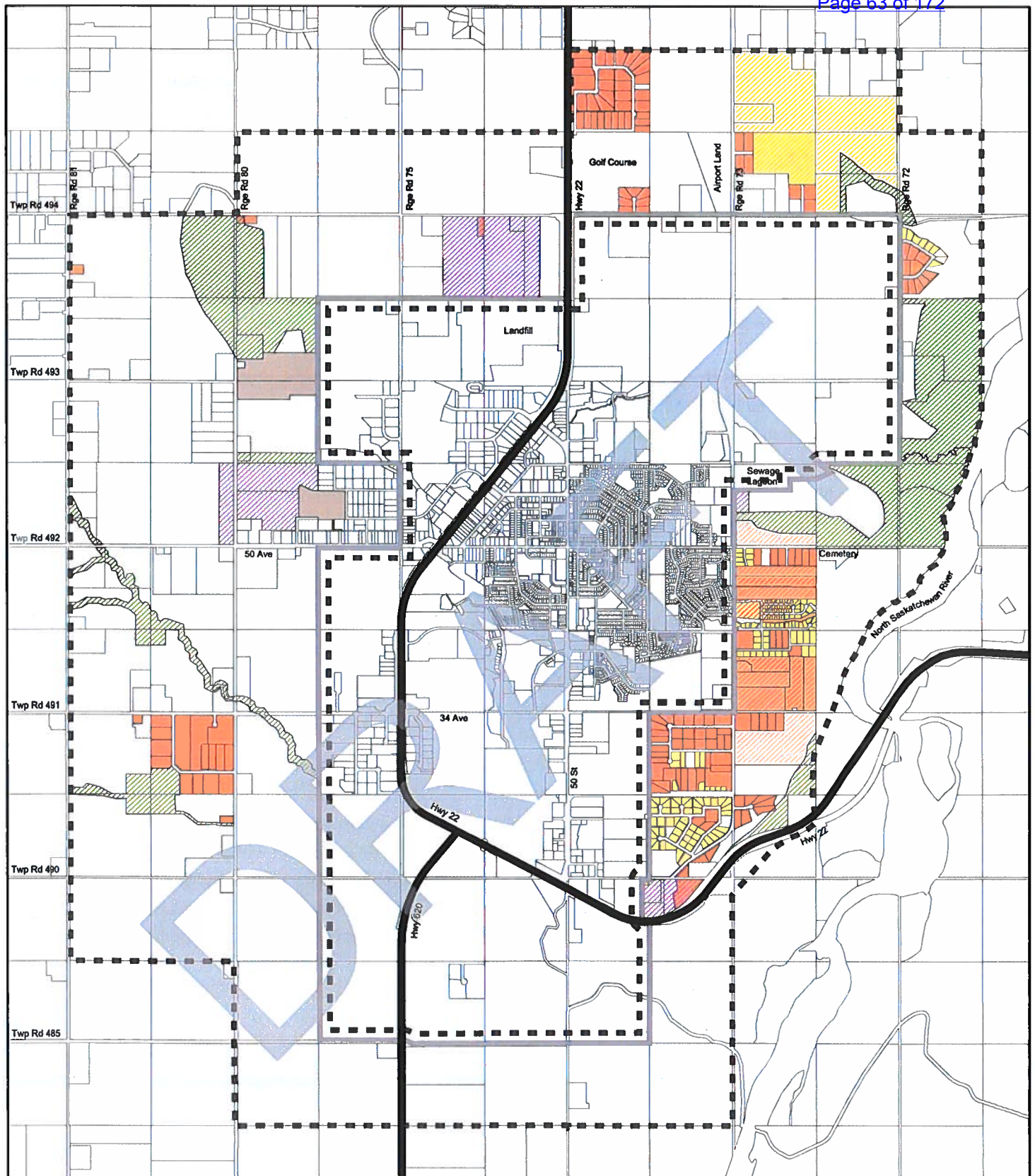
- Residential development within the Plan Area shall be generally consistent with the areas identified as residential in Figure 3.
- Residential subdivisions shall be designed so individual lots do not directly access highways or major arterial roadways.
- All new residential lots within the Plan Area shall be required to connect to Town sewer and water infrastructure once it is made available.

5.4 Utilities

Utilities typically refers to natural gas, power, municipal water, stormwater and sewer systems. The provision of water and sewer service for existing and future development within the Town and for the broader IDP area will be critical for the growth of the area. The Town owns and operates its own water and sanitary sewer distribution and treatment system. Natural gas is supplied within the Plan Area by ATCO Gas Co-op and Evergreen Gas Co-op. Power is supplied by the Drayton Valley Rural Electrification Association.

Objectives:

- The Town and County should maintain current information about existing and proposed major utility corridor projects.
- Collaboration between the Town and the County to develop an effective water, stormwater and sewer management system.
- Future discussions about developments within the Plan Area should occur between the County and the Town to determine potential opportunities and areas of focus for the provision of municipal water, stormwater and sewer services.



5.5 Commercial and Industrial Development

Both municipalities recognize that continued growth and development of commercial and industrial lands is vital for the economic success of the region.

Objectives:

- Identify lands within the Plan Area for Commercial and Industrial developments where sites have adequate access to road systems and in locations that minimize their impacts on surrounding land uses.
- Collaborate to mitigate impacts between Commercial and Industrial uses and non-Commercial and Industrial uses.

6.0 TRANSPORTATION

Transportation systems within the Plan Area are a critical component of ensuring economic development, and a high quality of life. Roadways must be provided in a manner that delivers an efficient method of travel for residents, visitors and businesses of both municipalities, and is cost-efficient for both municipalities. The shared transportation system must be designed in a manner that is safe for all road users, including motorists, cyclists and pedestrians.

Objectives:

- Provide a transportation system within the Plan Area that meets the needs of both municipalities, and is safe, efficient and effective for all road users.

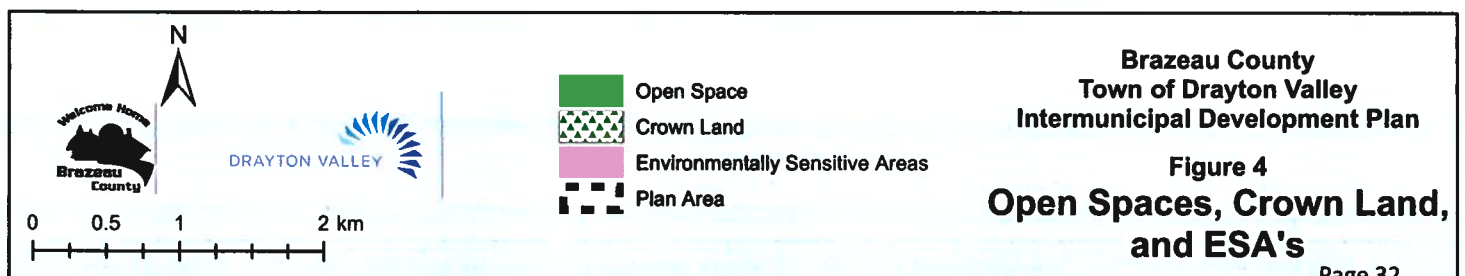
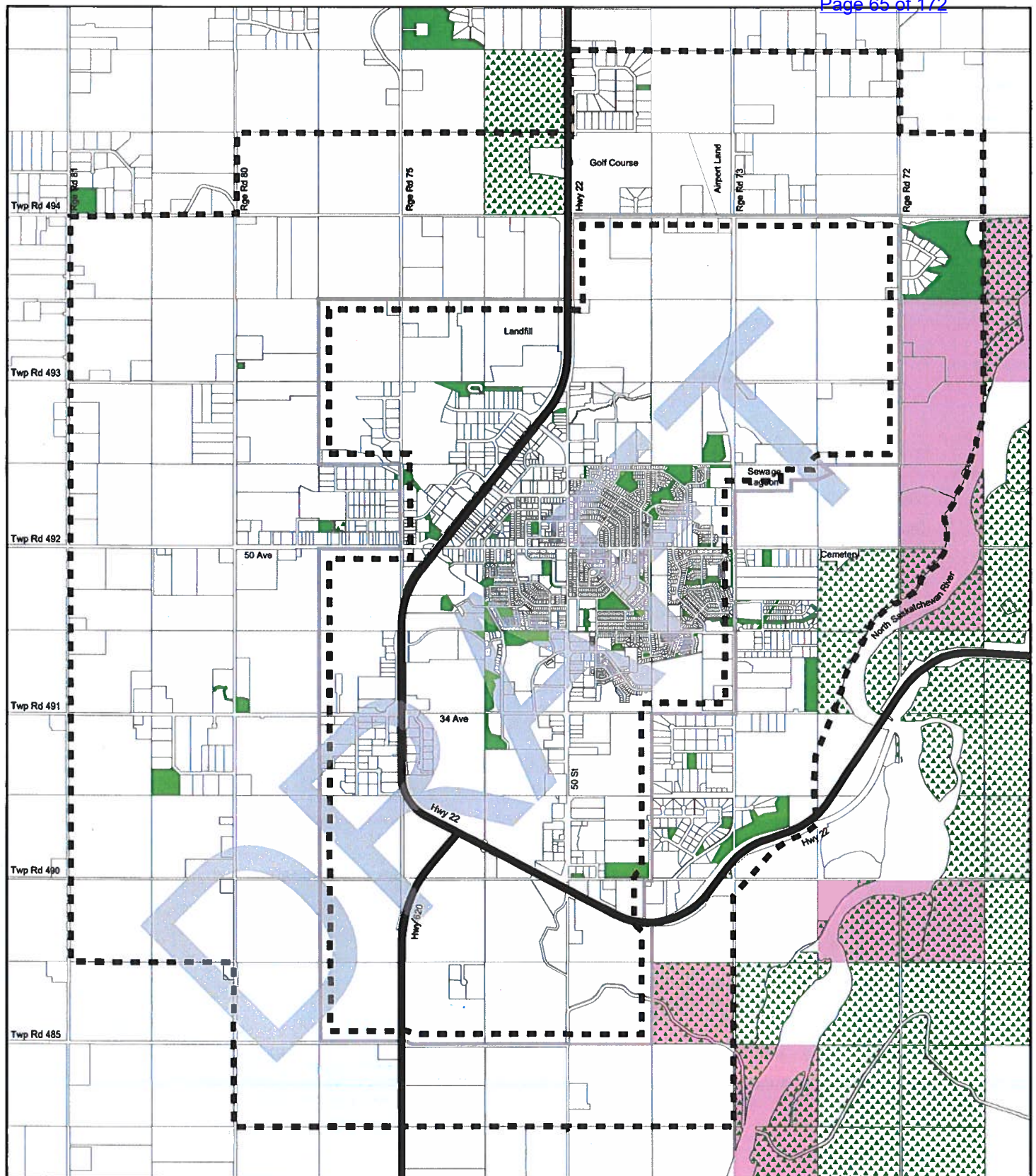
Policies:

- The Town and County shall collaborate on new and expanding development(s) within the Plan Area to ensure long-term transportation corridors are secured to maintain a safe, coordinated and efficient road network.
- The municipalities shall clearly define the responsibilities and standards for roadway design, construction, and maintenance within the Plan Area between Alberta Transportation, developers, the Town and the County.

7.0 ENVIRONMENTAL POLICIES

Brazeau County and the Town of Drayton Valley will promote environmental stewardship and the health of the regional ecosystem through the following policies.

- Open Space, Crown Land and Environmentally Significant Areas have been identified on Figure 4.
- Both Brazeau County and the Town of Drayton Valley shall follow Provincial Regulations as they pertain to the dedication or classification of Environmental Reserve, Municipal Reserve and Conservation Easements.



- Both municipalities shall recognize the importance of wetlands, riparian areas, watercourses and waterbodies, and will collaborate when reviewing proposals which may impact watershed(s) in the Plan Area.
- Through respective Land Use Bylaws, both municipalities shall enforce appropriate development setbacks from the North Saskatchewan River, waterbodies, watercourses, and hazardous landscapes.

8.0 ECONOMIC AND SOCIAL DEVELOPMENT

Brazeau County and the Town of Drayton Valley mutually encourage opportunities for a diversified economy and recognize the benefits it offers in enhancing regional competitiveness. The top industries in our local economies are:

- Oil and Gas;
- Forestry;
- Agriculture; and,
- Recreation.

The provision of quality community services and programming is recognized by both municipalities to enhance residents' quality of life. Both Municipalities may choose to collaborate on any social, recreational, economic development or tourism initiative which may affect the Plan Area.

9.0 IMPLEMENTATION AND ADMINISTRATION

The *Municipal Government Act* requires that an Intermunicipal Development Plan contain provisions related to the administration of the plan and a procedure to be used, by one or more of municipalities, to amend or repeal and replace the IDP.

9.1 Adoption:

The Intermunicipal Development Plan shall be adopted by Bylaws by Brazeau County and the Town of Drayton Valley in accordance with the *Municipal Government Act*.

Both Brazeau County and the Town of Drayton Valley shall administer the provisions of the Intermunicipal Development Plan.

9.2. Plan Review and Amendments:

The plan shall be reviewed every five (5) years following the adoption.

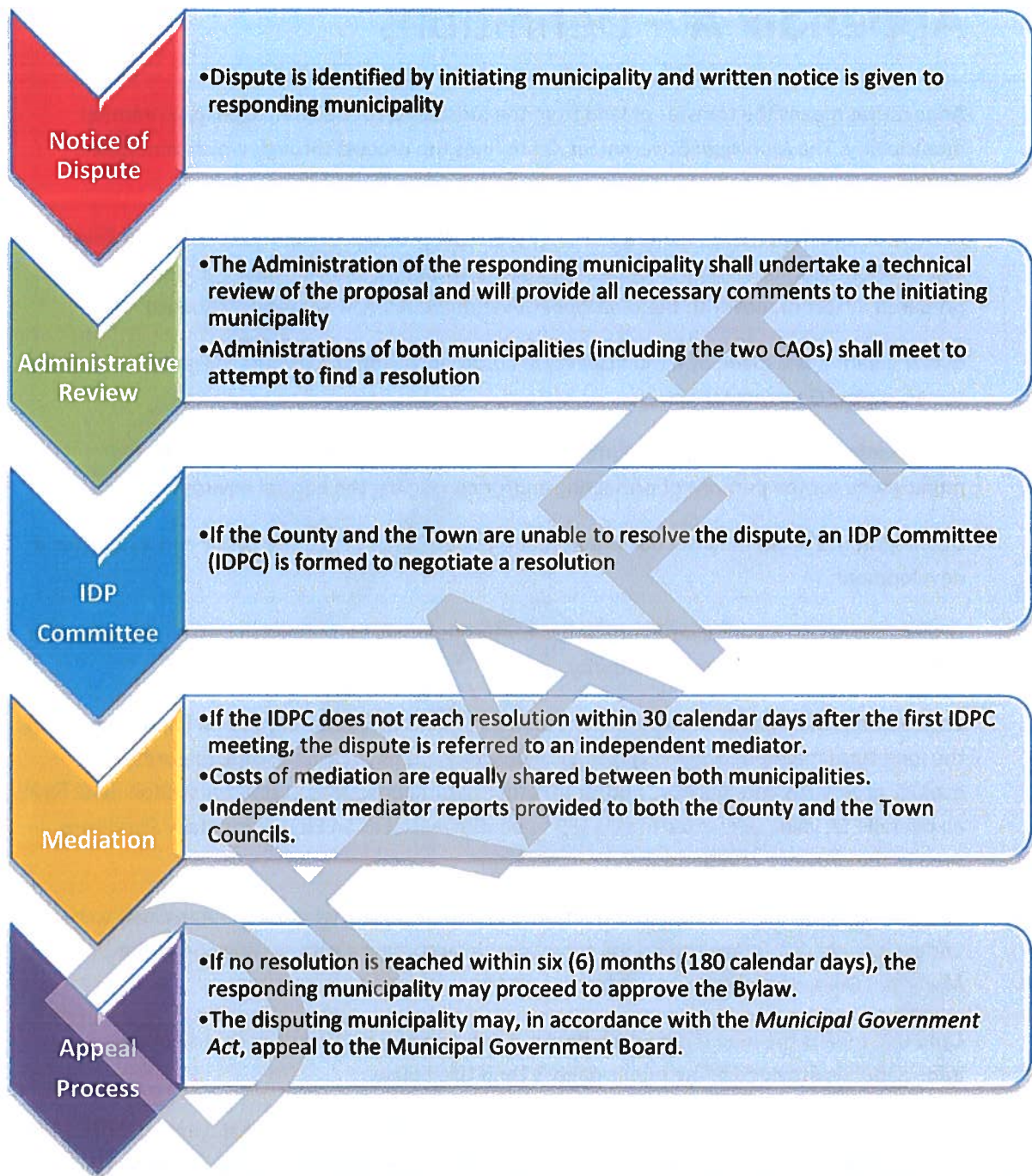
If there is objection to or amendments to the plan by either municipality an Intermunicipal Development Plan Committee (IDPC) shall be established to review and discuss any changes to the Bylaw.

9.3 Dispute Resolution:

The implementation of an intermunicipal dispute resolution mechanism is a requirement of all Intermunicipal Development Plans pursuant to the *Municipal Government Act*. In order to satisfy this requirement and to ensure that the principles of fairness and due process are respected, a dispute resolution process consisting of the six (6) stages is provided.

- 1) When a dispute is identified, written notice is required to be given to the adjacent municipality.
- 2) Administration from each municipality along with the two (2) Chief Administrative Officers (CAOs), shall meet and attempt to resolve the dispute
- 3) In cases where administration and the two (2) CAOs cannot resolve the dispute an IDPC shall be established to review the dispute and negotiate a resolution.
- 4) If the IDPC does not reach a resolution by the thirtieth (30th) calendar day following the first meeting the dispute will then be referred to mediation.
- 5) The services of an independent mediator will be retained and they will be required to present a written report with recommendations to both Councils. The cost of the mediation shall be shared equally by both Brazeau County and the Town of Drayton Valley.
- 6) If the dispute has not been resolved within six (6) months after the notice is given; the municipality may proceed to adopt the Bylaw and the other municipality may, in accordance with the MGA, appeal to the Municipal Government Board (MGB).





Appendix A – Definitions

Annexation means the transfer of land from the jurisdiction of one municipality to another municipality. The *Municipal Government Act* defines the process through which annexation occurs.

Area Structure Plan (ASP) means a statutory plan that provides the framework for subdivision and development for an area of undeveloped land within the municipality. This document is prepared in accordance with the *Municipal Government Act* and adopted by Council.

Bylaw means a law made by a municipality in accordance with the powers delegated to it under the *Municipal Government Act*.

Conservation Easement means an interest, in a particular portion of land, is held by the municipality for the purpose of protecting and/or conserving the natural environment.

Development Permit means a document that is issued under a land use bylaw and authorizes a development.

Discretionary Use means a structure or use of land that may be allowed in a given district at the discretion of the Development Authority.

Environmentally Significant Areas means an area of land that generally has an important role in the long-term maintenance of: (1) biological diversity, (2) physical landscape features, (3) ecological services and function, and/or (4) other natural processes. A quarter section must have an overall ESA value of greater than 0.189 to be designated as an Environmentally Significant Area in the province of Alberta.

Environmental Reserve means land dedicated to a municipality where it is determined to be undevelopable due to environmental conditions, in accordance with section 664 of the *Municipal Government Act*.

Land Use means the manner in which the land may be used or occupied. Typically the information is provided in the municipality's Land Use Bylaw.

Land Use Bylaw (LUB) means a statutory document that divides a municipality into districts. The LUB establishes procedures for processing and deciding development, including subdivisions, within the municipality. The document has rules which affect how each parcel of land in the municipality may be used and developed.

Mediation means a process involving a neutral person as a mediator who may be engaged in order to assist municipalities in resolving a dispute. The purpose of a mediation would be to reach mutually acceptable recommendations by facilitating communication and identifying issues and interests of both municipalities.

Municipal Development Plan (MDP) means a statutory plan adopted by Council that outlines the current and future goals, objectives and policies to help guide a municipality's physical, social and economic development. The plan is used to provide direction and assist in managing growth and development.

Municipal Government Board (MGB) is an independent and impartial quasi-judicial board established under the *Municipal Government Act* to make decisions about land planning and assessment matters.

Municipal Reserve means land that is owned by a municipality to provide for parks, recreation or school authority purposes.

Open Space means land owned by a municipality as municipal reserve or environmental reserve.

Riparian means the transitional area between upland and aquatic ecosystems bordering a watercourse.

Setback means the distance between a property line or feature and part of a site or development. Setbacks are governed through the Land Use Bylaw.

Statutory Plan means a plan adopted by Council as a municipal bylaw under the authority of the *Municipal Government Act*. Statutory Plans include; an intermunicipal development plan, a municipal development plan, an area structure plan and an area redevelopment plan.

Subdivision means the division or consolidation of land that creates a new titled parcel of land from an existing parcel of land.

Attachment 3
Alberta Transportation Comments

Matt Ellis

From: Nuzhat Butt <Nuzhat.Butt@gov.ab.ca>
Sent: March 10, 2020 3:53 PM
To: Matt Ellis
Cc: Patrice Ndiangang
Subject: RE: Town of Drayton Valley-Brazeau County IDP
Attachments: Town County IDP draft_ver9_ForCouncilReview_05-Feb-2020- word.docx

Good afternoon Matt,

Thank you for forwarding the Inter-municipal Development Plan (IDP) between the Town of Drayton Valley and Brazeau County to Alberta Transportation for comments. The IDP has been prepared to guide the orderly development of the area around the boundary of both municipalities. Hwy 22 and Hwy 620 pass through the IDP area and join the local roads at various intersections throughout the plan area. The majority of the plan area is currently low impact in terms of traffic generation. The highway intersections in the plan area are currently running at an acceptable level of service. However, as the development within the IDP progresses, future traffic generated by those developments may result in operational issues and require improvements to be carried out on these intersections sooner than expected.

The department provides the following comments on the IDP for your review and records:

- 1- The Town of Drayton Valley and Brazeau County are the administrative bodies for the land use, subdivision and development control within their jurisdiction. Alberta Land Use Policies require municipalities to take charge of the development within their boundaries and address impacts on provincial highway systems resulting from the land use decisions and development approvals.
- 2- Under Section 648.01(1) of the Municipal Government Act, the Town of Drayton Valley and Brazeau County are empowered to impose and collect inter-municipal off-site levies on future subdivision and development within the plan area, to pay toward the transportation infrastructure improvements required to safely handle the local development traffic at provincial highway intersections. The department is willing to work with both municipalities as required under Section 3.1(1) of the Off Site Levies Regulation to ensure safety on provincial highways.
- 3- Any future subdivision applications within 1.6 km of the center line of Hwy 22 and Hwy 620 would continue to be required to be referred to Alberta Transportation before approval under Section 5(5)(d) of the Subdivision and Development Regulation.

Please let me know, should you have any questions.

Thank you,

Nuzhat Butt, RPP, MCIP
Development and Planning Technologist
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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 Second and Third Reading
MEETING:	March 18, 2020 Regular Meeting of Council
PRESENTED BY:	Debbi Weber Assistant CAO

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 ten 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.

Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/13/F received first reading on August 14, 2019. An application was sent to Alberta Utilities Commission (AUC) for approval. As part of the application process, the public was notified regarding Evergreen's intent to commence an application to the AUC through an advertisement in the local newspaper on September 24, 2019.

A Notice of Approval was received from the AUC on January 22, 2020, for the natural gas franchise agreement between the Town of Drayton Valley and Evergreen Gas Co-op Ltd.

In accordance with Section 606.1 of the *Municipal Government Act*, the Notice of Approval was advertised in the local newspaper on March 5 and March 12, 2020, to receive any objections, concerns or comments from the public. At the time of finalizing this document, no feedback had been received from the public.

The Bylaw is being presented to Council for second and third reading. If approved, the Town of Drayton Valley will enter into an agreement with Evergreen Gas Co-op Ltd. that prohibits franchise fees being imposed on former Brazeau County residents for the term of the agreement (ten years).

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

Upon third and final reading, the Town will not implement any franchise fees 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	Yes	Goal Two: Continue to provide service

Strategic Plan 2019-2021		delivery to residents
Other Plans or Policies	Yes	Settlement Agreement

4. POTENTIAL MOTIONS:

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

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

- B. That Council give Second Reading to Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/13/F, with amendments to: _____.

That Council give Third and Final Reading to Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/13/F, as amended.

- 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 Second Reading.
- D. That Council decline to give Second Reading to Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/13/F.

5. RECOMMENDATION

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

That Council give Third and Final 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.**

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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 _____, 2020, 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: _____

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 co-operatively 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.

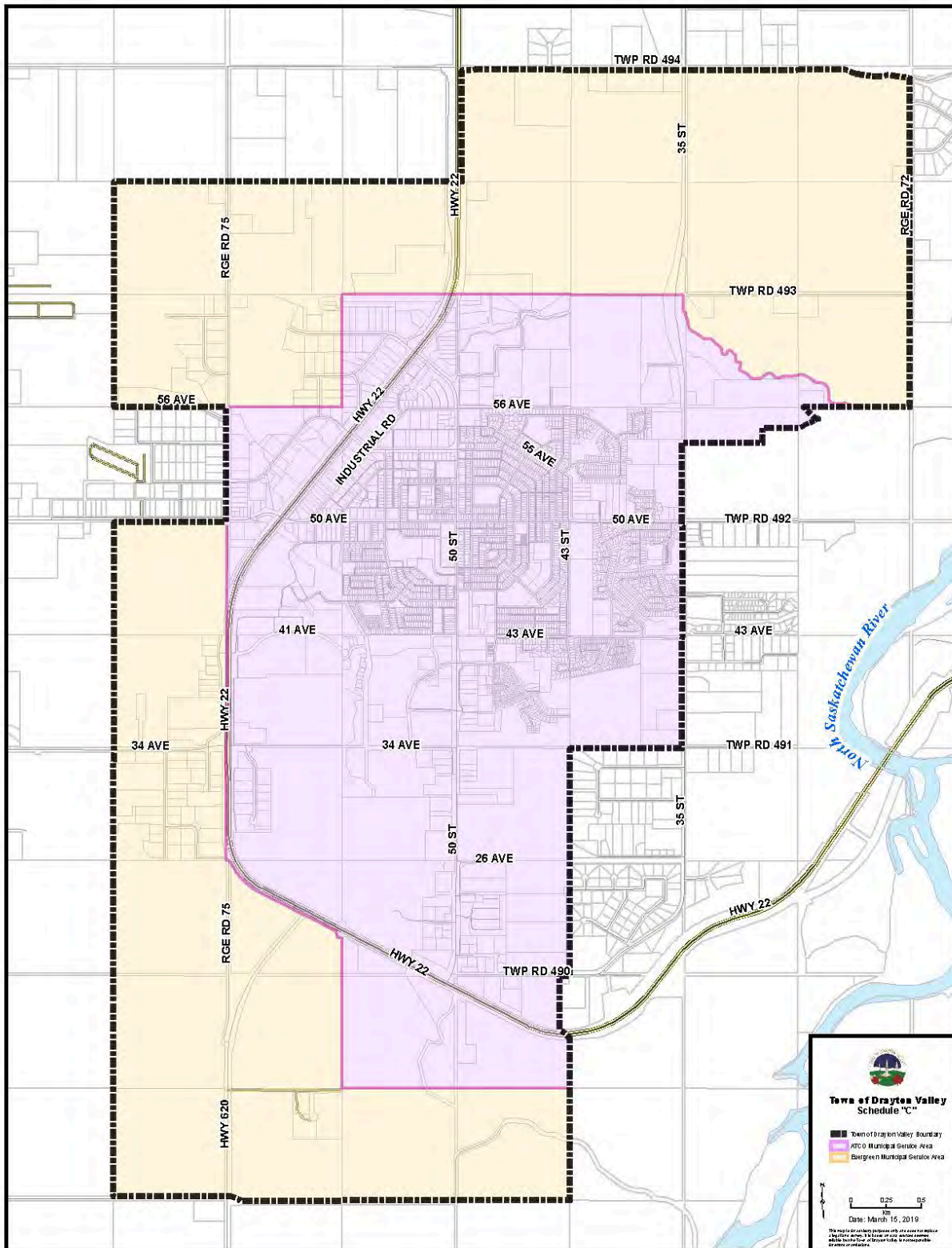
I**SCHEDULE "B"****Extra Services**

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")

- and -

OF THE FIRST PART

NAME

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-Brazeau Recreation Board Amending Bylaw 2020/05/C Presented for First, Second, and Third Reading
MEETING:	February 26, 2020 Regular Meeting of Council
PRESENTED BY:	Annette Driessen, General Manager of Community Services

1. PROPOSAL AND BACKGROUND:

On January 15, 2020, Council brought into effect the Drayton Valley-Brazeau Recreation Board Bylaw 2020/01/C. Upon further review by County Council, the Bylaw was amended to include an expiration and review date. Subsequently, the proposed Drayton Valley-Brazeau Recreation Board Amending Bylaw 2020/05/C is attached for Council's review and consideration.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

There is no impact to the budget.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	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	Yes	The 2019 - 2021 Strategic Plan, through its objectives sets out to achieve the following goals: <ul style="list-style-type: none"> • Dedicate resources to infrastructure as an investment, not an afterthought. Infrastructure includes Public Works, Fire Services, Enforcement Services, Police, Trails, Parks and Recreation.
Other Plans or Policies	Yes	The Social Development Plan, through its objectives, sets out to achieve the following goals: <ul style="list-style-type: none"> • Expand recreational opportunities through partnering with local user groups; • Provide facility users access to modern equipment and highly trained staff; • Ensure that all public recreation facilities are wheelchair accessible and cater to those with mobility issues; • Ensure that all public recreation

		<p>facilities include family change rooms and provide appropriate signage to compensate for disparities in literacy and languages; and</p> <ul style="list-style-type: none"> • A joint municipal plan for the establishment of a new aquatic facility is adopted. <p>The Community Sustainability Plan, through its objectives, sets out to achieve the following goals:</p> <ul style="list-style-type: none"> • Recreational facilities and programs are available and accessible for all; and • All development and redevelopment projects are highly energy efficient and use sustainable building practices.
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4. POTENTIAL MOTIONS:

- A. That Council give First Reading to the Drayton Valley-Brazeau Recreation Board Amending Bylaw 2020/05/C, as presented.

That Council give Second Reading to the Drayton Valley-Brazeau Recreation and Culture Board Amending Bylaw 2020/05/C, as presented.

That Council consider giving Third and Final Reading to the Drayton Valley-Brazeau Recreation Board Amending Bylaw 2020/05/C.

That Council give Third and Final Reading to the Drayton Valley-Brazeau Recreation Board Amending Bylaw 2020/05/C as presented.

- B. That Council give First Reading to the Drayton Valley-Brazeau Recreation Board Amending Bylaw 2020/05/C, with amendments to: _____.

That Council give Second Reading to the Drayton Valley-Brazeau Recreation Board Amending Bylaw 2020/05/C, as amended.

That Council consider giving Third and Final Reading to the Drayton Valley-Brazeau Recreation Board Amending Bylaw, as amended.

That Council give Third and Final Reading to the Drayton Valley-Brazeau Recreation Board Amending Bylaw 2020/05/C, as amended.




- C. That Council decline to give First Reading to the Drayton Valley-Brazeau Recreation Board Amending Bylaw 2020/05/C.

5. RECOMMENDATION

That Council gives all three readings to the Drayton Valley-Brazeau Recreation Board Amending Bylaw 2020/05/C, as presented.

6. ATTACHMENTS:

1. Amending Bylaw No: 2020/05/C Drayton Valley-Brazeau Recreation Board

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

**BYLAW NO. 2020/05/C****Name of Bylaw: Drayton Valley - Brazeau Recreation Board Amending Bylaw**

WHEREAS the *Municipal Government Act*, being Chapter M-26 of the Revised Statutes of Alberta 2000, and amendments thereto, provides for the establishment of any Board or Committee considered desirable by Council for the purpose of managing and operating, and advising in the management and operation of, any branch or any department of the municipality's services, and in the extension and improvement thereof;

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 "Drayton Valley - Brazeau Recreation Board" of the Town of Drayton Valley.

PURPOSE

2. The purpose of this Bylaw is to amend the Drayton Valley - Brazeau Recreation Board Bylaw 2020/01/C to include a review clause and an expiration date.
3. The Bylaw 2020/01/C is amended by adding::

POWERS AND DUTIES

31. That this Bylaw shall be reviewed within the next four years.
32. That this Bylaw shall automatically expire and be repealed on the 31st day of December 2024.

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 to 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 have force and come into effect from and after the date of third reading thereof.

Read a first time this ____ day of _____, 2020, A. D.

Read a second time this ____ day of _____, 2020, A. D.

Read a third and final time this ____ day of _____, 2020, A. D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

TOWN OF DRAYTON VALLEY

REQUEST FOR DECISION

SUBJECT:	Town of Drayton Valley-Brazeau County Intermunicipal Collaboration Framework (ICF)
MEETING:	March 18, 2020 Regular Meeting of Council
PRESENTED BY:	Matt Ellis Senior Planner

1. PROPOSAL AND BACKGROUND:

Alberta municipalities that share a common border (unless part of a Growth Management Board surrounding the Cities of Calgary and Edmonton) are required to implement an Intermunicipal Collaboration Framework (ICF) by no later than April 1, 2020. The Draft ICF (**see Attachment 1-Draft Intermunicipal Collaboration Framework**) with Brazeau County provides the following:

- List of municipal services that each municipality delivers to its residents independently;
- List of municipal services that each municipality delivers to its residents on an intermunicipal basis through agreements;
- List of municipal services that each municipality delivers to its residents through a third-party contractor;
- Dispute resolution process to resolve possible disputes that may arise in a fair and effective manner;
- List of areas where municipal services may be delivered to residents on an intermunicipal basis in the future, and
- Terms for future review of the ICF within five years of its creation (or shorter period in limited circumstances).

Legislative Municipal Government Act (MGA) Changes

The Town and County have collaborated over the past several months in creating the ICF. During this time, the Government of Alberta passed the *Red Tape Reduction Act* to streamline selected processes and regulations. As it relates to ICFs, Sections 708.28-708.33 of the *Municipal Government Act* (MGA) came into effect on January 1, 2020. The policies of the draft ICF have now been updated to reflect the current legislation.

As it relates to *how* the ICF is implemented, Administration notes two major improvements of the new MGA provisions:

- ICFs may be approved through matching resolutions **or** the passing of matching Bylaws by the Councils of each municipality. Prior to January 1, 2020, ICFs could only be implemented by passing matching bylaws of each municipality that is party to the Framework.

- An Inter-Municipal Development Plan (IDP) is no longer a required component of the ICF. As such, the IDP is not required to be passed by both Town and County Councils before the ICF can take effect and the two documents can be passed (or, in the case of the ICF adopted) in any order.

Summary of Changes to the ICF

Since the Town and County began collaborating on this initiative to complete the ICF, numerous changes have been made to create the current version. These changes are summarized below:

- **Section 1.2 (Page 3) – Legislative Requirements.** This section was updated to reflect the new MGA provisions that came into effect on January 1, 2020, pertaining to the required components of an ICF and the method of implementing the ICF, as discussed earlier.
- Numerous changes made throughout the document, specifically Tables 1-5 (Pages 4-22) to clarify the type and degree of current services being delivered by each municipality on either an “in-house” or third-party basis as well as current services being delivered to both municipalities on an intermunicipal basis.
- **Section 4.2 – Future Services to be Provided Intermunicipally by the Municipalities.** The general wording at the beginning of this section has been amended to reflect that certain agreements may be dissolved/amended, and their provisions potentially added to more comprehensive agreements. The new wording provides both municipalities with flexibility for negotiating future agreements.
 - Animal Services. Animal Services was removed as one of the future services to be provided on a shared basis, due to the complexities and impracticalities of providing these services for two different geographically sized municipalities.
 - Library. This section was revised to include the Drayton Valley Municipal Library (and Library Board) into an agreement for future library services to create efficiencies of having all parties as part of the same agreement.
 - Early Childhood Education Centre (ECDC). Consistent with the spirit of cooperation between the municipalities, this section was added and later revised to indicate the Town’s intention of discussing how future childcare services would be offered at the ECDC. The latest wording does not indicate any commitment regarding the County collaborating in the shared funding of services at the ECDC; only that the Town states its intention to initiate these discussions with its municipal neighbour.
 - Recreation Facilities. Additional wording has been added to clarify that capital expenditures for recreation facilities will be negotiated on a case-by-case basis and consistent with the needs of both municipalities.
- **Section 6 – Filing of ICF, Section 7 – Intermunicipal Development Plan, and Section 8 – Confirmation of Matching Bylaws/Resolutions Adopted by Each Municipality.** These sections have been revised to reflect the new MGA provisions which streamline the process for implementing the ICF.

- Numerous changes throughout all sections of the ICF have been made to correct minor typographical and grammatical errors.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

Budget, grant, or other resource implications specifically related to adopting the ICF are not anticipated at this time.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	<i>Municipal Government Act (MGA)</i> , Sections 708.28-33 (requirement for an ICF, contents of an ICF, method of creating an ICF) <i>Municipal Government Act (MGA)</i> , Sections 708.34-708.46 (Arbitration)
Municipal Bylaws	Yes	Depending on the nature of the municipal service, Town bylaws related to this service may be amended as a result of future negotiations for shared (intermunicipal services)
Municipal Development Plan	N/A	None
Sustainability Vision 2019-2021	Yes	Drayton Valley Museum – The ICF addresses the Historical Society Maintenance and Operations Agreement. Creek slope and bed management – Table 4, under Water and Wastewater, explains that a future and more comprehensive water/wastewater agreement would address stormwater. Effectively managing the amount and quality of stormwater that flows over slopes and enters creeks is part of creek slope and bed management.
Town of Drayton Valley Strategic Plan 2019-2021	Yes	Goal One – This goal is focused on modernizing delivery systems and building economic resilience. The areas identified in the ICF for possible shared municipal services have the potential of both a modernized system of delivery for residents and improved resiliency for both municipalities. Goal Two – The ICF identifies areas where the Town and County currently share resources for the delivery of some services and identifies areas where services could be delivered on a shared

		<p>basis in the future. Continued and increased cooperation with the County on the delivery of shared services, where appropriate, has the potential of increasing public trust/confidence that Administrations and Councils of both municipalities work together to afford an excellent quality of life for their residents.</p> <p>Process Plan – A key part of the process for implementing Council's Strategic Plan is strengthening our partnership with our municipal neighbour. The proposed ICF strikes a balance between maintaining autonomy for both municipalities and ensuring the long-term sustainability of shared resources.</p>
Other Plans or Policies	Yes	<p>Section 7 of the proposed ICF mentions the Town and County have passed an IDP in accordance with the MGA. This wording should be changed to <i>"municipalities have agreed to adopt and Intermunicipal Development Plan"</i>.</p> <p>Depending on the nature of the municipal service, some Town Plans and Policies may be amended as a result of future negotiations for shared (intermunicipal services).</p>

4. POTENTIAL MOTIONS:




- A. That Council adopt the Intermunicipal Collaboration Framework (ICF) between the Town of Drayton Valley and Brazeau County, as presented.
- B. That Council decline to adopt the Intermunicipal Collaboration Framework (ICF) between the Town of Drayton Valley and Brazeau County, as presented.

5. RECOMMENDATION

Administration recommends that Council, by resolution, adopt the Intermunicipal Collaboration Framework (ICF) between the Town of Drayton Valley and Brazeau County, as presented.

6. ATTACHMENTS:

1. Intermunicipal Collaboration Framework

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

Attachment 1
Intermunicipal Collaboration Framework

DRAFT

Date Submitted: 2019-04-01

**INTERMUNICIPAL COLLABORATION FRAMEWORK
(ICF)**



This document is a reflection of all the information made available by Brazeau County and the Town of Drayton Valley at the time of its drafting.

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1. INTRODUCTION

The purpose of the Town of Drayton Valley (the Town) and Brazeau County (the County) Intermunicipal Collaboration Framework (hereinafter referred to as ICF) is to foster an inter-jurisdictional approach to address the provision of services for both municipalities.

1.1 CONTEXT

The Town and the County are inextricably interconnected; the County surrounds the Town, creating an environment where collaboration and proactive consolidation of services is beneficial to both municipalities. It encourages more effective and efficient delivery of programs and services, and use of public funds, better serving the residents of both municipalities. Throughout the development of the ICF, it will be important to understand the relationships between the two key decision-making Councils, existing joint agreements, and future joint agreements.



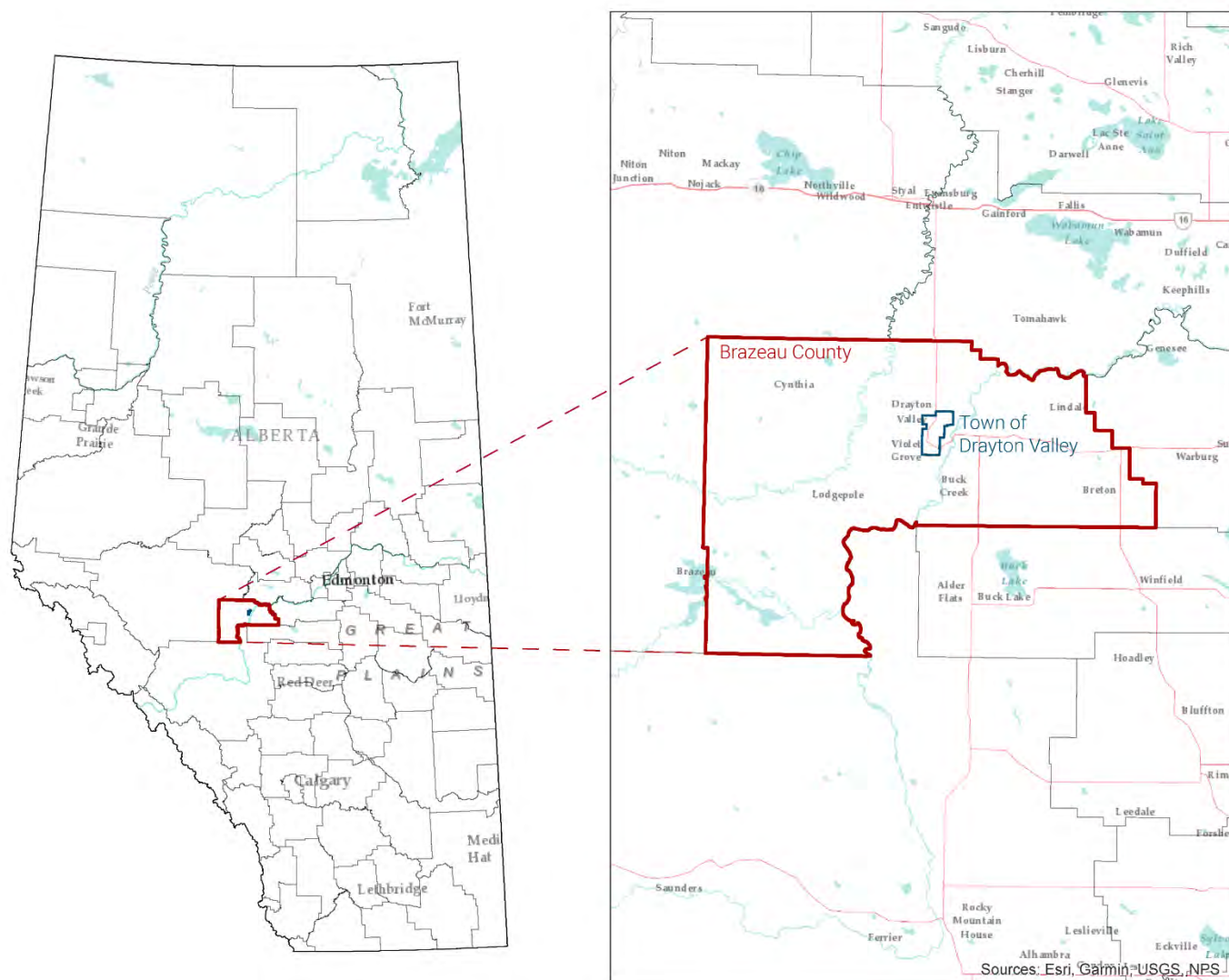
TOWN OF DRAYTON VALLEY

The Town of Drayton Valley is an urban centre with a population of 7,235 (Statistics Canada, 2016), covering an area of 3,072 ha.



BRAZEAU COUNTY

Brazeau County is a municipal district with a population of 7,771 (Statistics Canada, 2016), covering an area of 300,535 ha.



▲ FIGURE 1: LOCATION MAP (ADAPTED FROM: ESRI, GARMIN, USGS, NPS, 2018 – 11 – 01)

1.2 LEGISLATIVE REQUIREMENTS

This ICF has been prepared under the legislative authority prescribed in Part 17.2 of the *Municipal Government Act (MGA)*, which came into effect on April 1, 2018, and revised on January 1, 2020, which states:

Section 708.28(1): *Municipalities that have common boundaries must create a framework with each other by April 1, 2020 unless they are members of the same growth management board.*

Section 708.29:

- (1) *A framework must describe the services to be provided under it that benefit residents in more than one of the municipalities that are parties to the framework.*
- (2) *In development the content of the framework required by subsection (1), the municipalities must identify which municipality is responsible for providing which services and outline how the services will be delivered and funded.*

This ICF is also governed by the Intermunicipal Collaboration Framework Regulation which is a provincial regulation that supplements the *MGA* with regard to ICFs and includes such matters as arbitration during the creation of the ICF and the need for binding dispute resolution within the ICF. This ICF must be consistent with it in its entirety.

1.3 OBJECTIVE

The objective of the ICF is to identify ways to collaborate with other municipalities that will benefit the residents of both communities through enhanced service and cost efficiencies.

2. PROVISION OF EXISTING SERVICES

Services outlined below have been discussed by both municipalities, with both agreeing that they are best provided as depicted at the time of adoption of the ICF by both Councils.

▼ **TABLE 1. SERVICES BEING PROVIDED INDIVIDUALLY BY EACH MUNICIPALITY:**

Town of Drayton Valley	Brazeau County
<p>1. Transportation Services</p> <ul style="list-style-type: none"> ▪ Maintaining of all roads (gravel and paved), sidewalks and pathways. ▪ Street snow removal. ▪ Sidewalk snow removal. ▪ Sanding. ▪ Pothole repair and maintenance. ▪ Patch paving. ▪ Roadway line painting. ▪ Gravel road grading. ▪ Dust control. ▪ Inspection and repair of traffic lights, street lights, and traffic signage. <p>2. Water and Wastewater Services</p> <ul style="list-style-type: none"> ▪ Water and sanitary services to residents. ▪ Operation of the Town's water treatment plant. ▪ Inspection and repair of storm drains and culverts. ▪ Maintenance and repairs to the water main lines and the sanitary sewer main. ▪ Inspection of manholes if sewer back-up occurs on private residence. <p>3. Solid Waste Services</p> <ul style="list-style-type: none"> ▪ Recycling drop off at the Drayton Valley Recycling Depot. <p>4. Emergency Services</p> <ul style="list-style-type: none"> ▪ None provided individually. <p>5. Recreation Services</p> <ul style="list-style-type: none"> ▪ The Town maintains 15 parks and greenspaces, 15 ponds, 2 cemeteries, a dog park and sports fields. ▪ Grass mowing and trimming. ▪ Garbage pickup in parks and along walking paths. ▪ Flower bed and planter maintenance. ▪ Tree and shrub pruning. ▪ Playground inspections, repairs and maintenance. ▪ Operation and maintenance of conference centres/community halls Clean Energy Technology Centre (CETC), Drayton Valley Scout Hall (ownership of land only), and Masonic Hall Lodge #182. ▪ Operation and maintenance of ponds – <i>Ivan To Park, Southview Pond, Aspenview Pond and Park, and Northview Pond and Park</i> ▪ Operation and maintenance of the outdoor skating rinks, and certain soccer fields. ▪ Operation and maintenance of the off-leash dog 	<p>1. Transportation Services</p> <ul style="list-style-type: none"> ▪ Dust control program applied to gravel roads adjacent to homes. ▪ County roads rights-of-way mowed annually. ▪ Maintenance and repair of road-way infrastructure. ▪ Municipal road snow removal. ▪ Private driveway snow removal with agreement (exception to seniors). <p>2. Water and Wastewater Services</p> <ul style="list-style-type: none"> ▪ Water systems in the Hamlets of Cynthia and Rocky Rapids. ▪ Sewer systems in the Hamlets of Lodgepole, Cynthia, Rocky Rapids, Violet Grove, Buck Creek and Poplar Ridge. <p>3. Solid Waste Services.</p> <ul style="list-style-type: none"> ▪ None provided individually. <p>4. Emergency Services</p> <ul style="list-style-type: none"> ▪ 9-1-1 rural addressing. <p>5. Recreation Services</p> <ul style="list-style-type: none"> ▪ Community halls – Berrymore Centre, Buck Creek, Carnwood Country Hall, Cynthia Hall, Easyford Community Hall, Funnell Community Hall, Lindale Community Hall, Lodgepole Hall, New Moose Hill, Rocky Rapids Hall, Violet Grove, Whitby Hall. ▪ Campgrounds – Easyford Campground, Modeste Park, Willey West Campground, and Phi-to-kwe Campground. ▪ Outdoor skating rink and ball diamond in Rocky Rapids. ▪ Ball diamond and rodeo ground adjacent to Lindale Hall. <p>6. Economic and Business Development Services</p> <ul style="list-style-type: none"> ▪ Economic profile of the community for statistical information. ▪ Website marketing, business directory, information forwarding, business assistance, new business recognition program, and a copy of the Brazeau business newsletter as business support services. ▪ Small business resources. ▪ Processing and issuing of development permits (business). ▪ Information and resources for prospective business owners.

Town of Drayton Valley	Brazeau County
<p>park 'ARC Bark Park'.</p> <ul style="list-style-type: none"> Grass mowing of Rotary/Pembina Nordic Community trails. <p>6. Economic and Business Development Services</p> <ul style="list-style-type: none"> Tools, information, and resources for business owners through the Drayton Valley and District Chamber of Commerce. Promotion of entrepreneurial spirit through the economic development strategy. Processing and issuing of business licenses for businesses, home occupations, and peddlers. Student financial planning – Student Finance Board. <p>7. Land Development and Planning Services</p> <ul style="list-style-type: none"> Land use planning. Land use bylaw. Processing and issuing of development permits. Processing and issuing of rezoning applications. Applications for subdivision, rezoning and amendments to statutory documents. Hosting of public hearings related to land use and rezoning applications. Planning Authorities for subdivision, development, intermunicipal planning commission municipal planning commission, and subdivision and development appeal board. Processing of compliance certificates. <p>8. Corporate Services</p> <ul style="list-style-type: none"> Tax-collection. Organization of grant resources. <p>9. Environment Services</p> <ul style="list-style-type: none"> Preserve Our Ultimate Resource (P.O.U.R.) program and incentives. Community Sustainability Plan. Yellow Fish Road campaign about the impact of pollution entering storm drains. <p>10. Other Services</p> <ul style="list-style-type: none"> Bylaw enforcement through bylaw officers. Regulation enforcement and protective services through Community Peace Officers. Early Childhood Development Centre. Accessible/affordable housing. Social Development Plan. Maintenance and repair services for Town facilities, including the airport and RV campground. Drayton Valley Industrial Airport. 	<p>7. Land Development and Planning Services</p> <ul style="list-style-type: none"> Land use planning. Land use bylaw. Processing and issuing of fire permits. Processing and issuing of development permits. Reviews of subdivision and rezoning applications. Subdivision and development appeal board. Processing of compliance certificates. <p>8. Corporate Services</p> <ul style="list-style-type: none"> Taxation and assessment. Operating and Capital Budgeting. Geographic Information Systems. Information and technology services for function and secure delivery of services. Records management and legislative services. Grant coordination for community funding. Customer service. <p>9. Environmental Services</p> <ul style="list-style-type: none"> Municipal Energy Efficiency Rebate Program. Climate Resilience Express Action Plan. <p>10. Agriculture Services</p> <ul style="list-style-type: none"> Preservation, protection and promotion of agriculture through the Agriculture Service Board. Inspection of hay through the Alberta Weed Free Hay Program. Rights-of-way spraying of herbicides for weed prevention/ reduction. Prevent the spreading of weeds through crop protection and enhanced production weed inspection and enforcements, education, and awareness. Herbicide Exemption program to exempt ratepayers from having the right-of-way near their properties sprayed with herbicides. Rental of County owned agricultural equipment to ratepayers. Environmental conservation promotion and information. Information on diseases of cattle, horses, sheep, and other livestock. Protection of the public from agricultural nuisances and pests. <p>11. Other Services</p> <ul style="list-style-type: none"> Communication and media services through newsletters, Facebook, YouTube and other media. <i>Alberta Traffic Safety Act</i> and bylaw enforcement through Community Peace

Town of Drayton Valley	Brazeau County
	Officers.

▼ TABLE 2. SERVICES BEING SHARED ON AN INTERMUNICIPAL BASIS BY THE MUNICIPALITIES:

Drayton Valley + Brazeau County
<ol style="list-style-type: none"> 1. Transportation Services <ul style="list-style-type: none"> ▪ Joint clearing of snow on certain boundary roads (<i>jointly operated</i>). 2. Water and Wastewater Services <ul style="list-style-type: none"> ▪ Water and sanitary sewer service to areas in the County along the boundary provided by the Town (<i>Town led</i>). 3. Emergency Services <ul style="list-style-type: none"> ▪ Fire services, approximately 60 firefighters and staff including a Fire Chief, Deputy Fire Chief – Operations, Deputy Fire Chief – Training, Maintenance Coordinator, and Admin Support (<i>jointly operated</i>). 4. Recreation Services <ul style="list-style-type: none"> ▪ Arts + Culture – <i>Drayton Valley Historical Society Museum (land owned by the Town), Eleanor Pickup Arts Centre (50-50 joint ownership)</i>. ▪ Library services – <i>Drayton Valley Municipal Library and the Rotary Children’s Library (jointly funded)</i>. ▪ Skateboarding – <i>4-S Skatepark (owned by the Town)</i>. ▪ Park Valley Pool (<i>owned by the Town</i>). ▪ Omniplex – Curling Rink, Fitness Centre, etc (<i>owned by the Town</i>). ▪ Splash Park (<i>owned by the Town</i>). ▪ Drayton Valley ‘Class A’ sports fields – soccer pitches (West Valley Park, Park Place), ball diamonds (West Valley Park #1, 2, 4, 5, 19) (<i>owned by the Town</i>). ▪ Tennis/Pickleball Courts – <i>Rotary Park and Hospital (owned by the Town)</i>. ▪ Brazeau Sports Park (<i>owned by the County</i>). ▪ MacKenzie Conference Centre (<i>owned by the Town</i>). 5. Land Development and Planning Services <ul style="list-style-type: none"> ▪ Intermunicipal Development Plan (<i>joint agreement</i>). 6. Other Services <ul style="list-style-type: none"> ▪ Community support – <i>Drayton Valley & District Family and Community Support Services</i>. ▪ Senior Housing Services (<i>Alberta Mortgage and Housing Cooperation</i>). ▪ Community School Resource Officer (<i>Wild Rose School Division No. 6</i>).

▼ TABLE 3. SERVICES BEING PROVIDED BY A THIRD PARTY TO EACH MUNICIPALITY:



Drayton Valley	Brazeau County
<ul style="list-style-type: none"> ▪ Ambulance Services by Associated Ambulance – <i>Alberta Health Services</i> ▪ Adult Education – <i>Norquest College</i> ▪ Community Adult Learning Program – <i>Drayton Valley & District Community Learning Association</i> ▪ Community protective services – <i>RCMP</i> ▪ Emergency Public Warning System – <i>Government of Alberta</i> ▪ Cardium Region Victim Services – <i>Government of Alberta, RCMP, and Victim Services Alberta</i> ▪ Resources for physical, psychological and sexual violence – <i>Pembina Crisis Connection Society</i> ▪ Drayton Valley Hospital and Care Centre – <i>Alberta Health Services</i> ▪ Drayton Valley Community Health Centre – <i>Alberta Health Services</i> ▪ Building permits and inspections – <i>The Inspections Group</i> ▪ Subdivision applications – <i>West Central Planning Agency</i> ▪ Landfill services for non-hazardous waste material – <i>Aspen Waste Management c/o GFL Environmental Inc.</i> ▪ Material recovery facility – <i>Aspen Waste Management c/o GFL Environmental Inc.</i> ▪ Waste collection – <i>CAN PAK Environmental Inc.</i> ▪ Recycling collection – <i>CAN PAK Environmental Inc.</i> ▪ K-12 Education – <i>Wildrose School Division, Star Catholic School Division</i> ▪ K-9 Education – <i>Drayton Christian School</i> ▪ Pre-school – <i>Drayton Valley Playschool, Wildrose School Division, St. Anthony's School and Foundations</i> 	<ul style="list-style-type: none"> ▪ Minor and major repairs to the Waste Transfer Stations – <i>Aspen Waste Management and Brazeau County</i> ▪ Non-hazardous garbage collected at the Waste Transfer Stations – <i>Aspen Waste Management</i> ▪ Recycling services at the Waste Transfer Stations – <i>Aspen Waste Management</i> ▪ Environmental policy research and education organization – <i>The Pembina Institute for Appropriate Development</i> ▪ Community protective services – <i>RCMP</i> ▪ Cardium Region Victim Services – <i>Government of Alberta, RCMP, and Victim Services Alberta</i> ▪ Drayton Valley Hospital and Care Centre – <i>Alberta Health Services</i> ▪ Drayton Valley Community Health Centre – <i>Alberta Health Services</i> ▪ Drayton Valley Mental Health Centre – <i>Alberta Health Services</i> ▪ Breton Health Centre – <i>Alberta Health Services</i> ▪ Animal Control – <i>Grandee Kennels</i> ▪ Emergency Public Warning System – <i>Government of Alberta</i> ▪ Emergency Medical Services – <i>STARS</i> ▪ Theatre education – <i>River Valley Players Association</i> ▪ Library Access – <i>Breton Municipal Library</i> ▪ Shelterbelt Tree nursery information – <i>HELP International, Prairie Tech Propagation, Tree Time</i> ▪ Family and parenting resources – <i>Brighter Futures Family Resource Society</i> ▪ Mental health resources for students, families and community members – <i>Aim for Success</i> ▪ Community outreach and foster care services – <i>McMan Youth and Family Supports</i> ▪ Hands-on modelling of good parent behavior – <i>Evergreen Parent Link Centre</i> ▪ K-12 education – <i>Wildrose School Division, Star Catholic School Division</i> ▪ Pre-schools – <i>Foundations Pre-Kindergarten, Drayton Valley Pre-school, Little Angels Catholic Pre-school, Breton Playschool</i> ▪ Early Childhood Development Centre – <i>Drayton Valley</i> ▪ Childcare – <i>Dragonfly Family Day Home Agency Ltd</i> ▪ Community support – <i>Breton Family and Community Support Services</i> ▪ Rat control – <i>Government of Alberta</i> ▪ Sustaining of agriculture, wildlife and natural spaces – <i>Alternate Land Use Services</i> ▪ Gas services – <i>Evergreen Gas Co-Op, EPCOR</i> ▪ Power services – <i>Fortis, EPCOR</i> ▪ Brazeau Sports Park facilities – <i>operated and</i>



	<p><i>maintained by the Drayton Valley Slo Pitch League and the Drayton Valley and District Soccer Association</i></p> <ul style="list-style-type: none">▪ Ease of access for businesses – <i>BizPal</i>▪ Building, plumbing, sewer, gas, heating and ventilation, and electrical permits – <i>through third parties approved by Alberta Municipal Affairs</i>
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3. EXISTING SHARED SERVICE AGREEMENTS




▼ TABLE 4. EXISTING SHARED (INTERMUNICIPAL) SERVICE AGREEMENTS PROVIDED BY THE MUNICIPALITIES.


This is only a synopsis of the agreements and does not replace any agreements. Please refer to the documents in Appendix A for more detailed information.




Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
Transportation 	Memorandum of Agreement: Transportation Networks and Storm Management Infrastructure	<ul style="list-style-type: none"> To determine responsibility of the transportation network, walkways, and storm management in the 'fringe area' defined by the 2001 Intermunicipal Development Plan. Terms and responsibilities listed in detail for the: <ul style="list-style-type: none"> <u>Transportation Network</u> Existing and future boundary roadways. <u>Walkways</u> Jointly develop a conceptual plan for a network of walkways to enhance pedestrian and cyclist infrastructure. <u>Storm Management</u> Jointly develop and implement storm drainage management plan for the fringe area. 	Joint	<ul style="list-style-type: none"> <u>Transportation Network</u> Each roadway will be addressed on its own merits; cost sharing of capital upgrades reviewed and negotiated, refer to Article 2.2(c). <u>Walkways</u> Maintenance, construction, and other capital costs to be funded by each municipality individually. <u>Storm Management</u> Cost sharing to be reviewed and negotiated, refer to Article 2.2(c). 	June 25, 2002	Cancelled with mutual consent of both parties.	<ul style="list-style-type: none"> Elements of this agreement are to be extracted and reworked: <ul style="list-style-type: none"> The municipalities are to create a Transportation Master Plan between 2022 and 2024 which would address the Transportation Network and Walkways components. The municipalities are to rework Storm Management into a comprehensive Water and Waste Water agreement.
Water and Wastewater 	River Ridge Area Structure Plan Agreement (ASP). <i>*ASP located in the County</i>	<ul style="list-style-type: none"> The Town to provide sanitary sewer services to the River Ridge ASP. 	The Town	<ul style="list-style-type: none"> Developer to pay Town a one-time 'sewer lot levy' fee. User charges for each property payable to the Town. 	October 2, 1991	Applicable for 20 years from the date in which it went into effect or if mutually agreed to extend it.	<ul style="list-style-type: none"> This agreement is to be extended due to the underdevelopment of River Ravine (formerly River Ridge). Should the service area and/or the investment in infrastructure change, the levies should be revisited. This is to be done as part of an annual review to ensure completeness and compliance.



Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
Water and Wastewater 	Waterline Agreement	<ul style="list-style-type: none"> Extension of the existing waterline to serve areas within the Town and in areas of the County adjacent to the Town. The waterline to be maintained and repaired by the County after construction is complete. The Town is authorized to collect monthly water charges from the residents of the County who have made a connection to the water line. 	The County	<ul style="list-style-type: none"> Town is responsible for repayment to the County for 50% of the total construction cost, with the repayment due no more than five years after the final cost is determined. 	July 10, 1996	Completion of waterline, payments from Town to County.	<ul style="list-style-type: none"> All provisions have been fulfilled. To be dissolved upon approval from both Councils.
Water and Wastewater 	Memorandum of Agreement for Supply of Water & Sanitary Sewer Services	<ul style="list-style-type: none"> The Town to provide water and sanitary sewer services for the surrounding County 'primary service area'. Both municipalities to jointly develop long-range infrastructure plans and engineering design standards and specifications for water and sanitary sewer. <u>Water Supply Service</u> <ul style="list-style-type: none"> The Town is responsible for operation and maintenance of the water treatment and distribution, all customer service-related issues, and for collecting monthly water usage fees. The County is responsible for collecting connection fees, and the design, construction, financing and maintenance of the west reservoir and pumping station. Both agree to endorse a water conservation program, with cost-sharing based on the water volume consumed. 	The Town	<ul style="list-style-type: none"> The Town and the County to share 50-50 the costs of developing a long-range infrastructure plan and engineering design standards. The County to collect connection fees for the water main and sanitary line, payable to the Town. The Town to accept monthly payment from County residents in the 'primary service area'. 	May 2, 2002	Water and sanitary connection fee in effect until December 31 st , 2006, now reviewed yearly by the Town.	<ul style="list-style-type: none"> This agreement to be reviewed once the IDP between the municipalities is complete to determine if the boundaries of the agreement should be adjusted. Stormwater Management to be added to this agreement in the future to create a comprehensive Water and Waste Water agreement.



Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		<ul style="list-style-type: none"> ▪ <u>Sanitary Sewer Service</u> <ul style="list-style-type: none"> - The Town is responsible for the operation and maintenance of the sewer treatment and collection, all customer service-related issues, and for collecting monthly sanitary sewer usage fees. - The County is responsible for the design, construction, financing and future maintenance of a new sewer trunk line and/or sewer lift station facility if exclusively needed for the 'primary service area'. - Both agree to endorse and initiate an infiltration study and implement an inflow reduction program, with cost-sharing based on the water volume consumed. 					
Emergency Services 	911 Emergency Services Agreement	<ul style="list-style-type: none"> ▪ Emergency Services Agreement. ▪ The Town and County jointly own the 911 Emergency Dispatch Equipment. ▪ The County operates and maintains 911 dispatch equipment. ▪ The Town and County agree to cost share the costs of providing 911 Emergency Dispatch Service to the County and the Town in accordance with this Agreement. ▪ The Parties agree to cost sharing of the 911 Dispatch System installation, the annual and repair costs for the system, annual operating costs, and any necessary upgrades to the system. 	The County	<ul style="list-style-type: none"> ▪ The Town pays the County 50% of the costs for: <ul style="list-style-type: none"> - Installation, annual maintenance and repairs; - Upgrades as deemed necessary; - Insurance, licenses & claims; - Professional & general services. ▪ The Town pays the County annual operating costs based on per capita amount. 	April 19, 2013	Ongoing <i>*1-year notice.</i>	<ul style="list-style-type: none"> ▪ To be moved to a compressive Fleet Services agreement. ▪ To be updated to clarify review and reporting conditions, and to add regional emergency communication protocol. ▪ Should be reviewed and updated annually with regards to the key parameters.



Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		<ul style="list-style-type: none"> Agreement to have Parkland County deliver 911 Dispatch services to specific areas outlined in the agreement 					
Emergency Services 	Automotive Services	<ul style="list-style-type: none"> The County Public Works Department to maintain, inspect and repair as required the Town's emergency services vehicles, and to provide documentation of the services to the Town. 	The County	<ul style="list-style-type: none"> The County charges the Town hourly in 30-minute intervals for time spent on Town's vehicles; invoiced monthly and due 30 days after invoice date. 	March 1, 2010	Ongoing <i>*30-days after notice of termination.</i>	<ul style="list-style-type: none"> To be updated to clarify review and reporting conditions. Should be reviewed and updated annually with regards to the key parameters. Definitions to be added to allow for in-year modifications.
Emergency Services 	Joint Fire Service	<ul style="list-style-type: none"> Cost sharing of a joint firefighting operation. The County is the owner of certain firefighting equipment that is stored in the Town for joint firefighting purposes. There is a separate agreement for capital cost sharing of equipment. The Town agrees to make the services of its Fire Department available for the purpose of operating the Fire Fighting apparatus and fighting fires in the County and the Town. The Town to provide fire reports and investigation reports within one week of each fire call, monthly summary reports, and annual reports. 	The Town	<ul style="list-style-type: none"> The County pays 50% of the Town fire operations, less 50% of all revenue generated, exclusions to this are included in Schedule 'A' 1-4. The Town pays the fire department members rates jointly agreed upon. 	August 23, 1989	Agreement is replaced by updated Joint Fire Services Agreement (November 6, 2018)	<ul style="list-style-type: none"> This agreement has been replaced by the updated Joint Fire Service Agreement (November 6th, 2018). To be dissolved upon approval from both Councils.
Emergency Services 	Joint Fire Service	<ul style="list-style-type: none"> Cost sharing of a joint firefighting operation between the municipalities. The equipment and services from both municipalities are available to the region. 	Joint	<ul style="list-style-type: none"> The County is responsible to pay 100% of all its operating costs for facilities, equipment, and services located within the County. The County is to pay 50% of the operating costs for the Town's facilities, equipment, and services, 	November 6 th , 2018	December 31, 2019 (unless renewed for an additional 2-year period)	<ul style="list-style-type: none"> No future action anticipated.



Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		<ul style="list-style-type: none"> The Fire Chief is responsible for the deployment of equipment and services in the region. Each municipality remains the owner of their facilities, equipment, and capital assets. 		<ul style="list-style-type: none"> and the firefighters that are located within the Town. The Fire Chief is to reconcile the amount paid by the County each year against the actual operating costs and make adjustments when required. 			
Recreation 	Recreation and Culture Cost-Sharing Agreement	<ul style="list-style-type: none"> The Town and the County agree to operating costs of providing facilities and services, at consistent user fees for residents from both municipalities. Each party is to submit the annual operating budget to the other party by October 31 for the next year. No party will expect the other party to pay for Capital costs within this agreement; a separate agreement will have to be entered into. Each municipality operates and maintains the facilities to an acceptable standard, in an efficient and cost-effective manner, and with due regard to the facility management principles. Each municipality is to retain ownership of its facilities, capital assets and any equipment purchased. 	Joint	<ul style="list-style-type: none"> The County pays the Town an annual contribution of \$872,364 (for 2015), split into quarterly payments, thereafter multiplying this cost by the consumer price index for Alberta. The Town pays the County an annual contribution of \$9,222, split into quarterly payments (for 2015), thereafter multiplying this cost by the consumer price index for Alberta. The parties agree to share the operating costs of jointly owned facilities based off of the ownership percentage. 50 – 50% cost share of: <ul style="list-style-type: none"> Omniplex Parks Valley Pool 4-S Skate Park Splash Park MacKenzie Conference Centre Brazeau Sports Park Drayton Valley 'Class A' Sports Fields (soccer pitches – West Valley Park and Park Place; ball diamonds – West Valley Park) Two Tennis Courts (Rotary Park, Hospital) 	September 15, 2015	Initial expiry date of December 31, 2017, with an automatic renewal for a 3 year-term after formal review (outlined in the agreement) or 1-year notice. <i>*Must go through dispute resolution prior to early termination.</i>	<ul style="list-style-type: none"> This agreement has been replaced by an updated Recreation and Culture Cost-sharing agreement (January 1st, 2019). To be dissolved upon approval from both Councils.
Recreation	Recreation and Culture Cost-Sharing Agreement	<ul style="list-style-type: none"> The Town and the County agree to operating costs of providing facilities and services, at consistent user fees for residents 	Joint	<ul style="list-style-type: none"> The County to pay the Town an annual contribution of \$1,036,000.00 towards the Town's net operating costs. 	January 1, 2019	December 31, 2019 <i>*Will be automatically</i>	<ul style="list-style-type: none"> No future action anticipated.



Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		<p>from both municipalities.</p> <ul style="list-style-type: none"> Each party is to submit the annual operating budget to the other party by October 31 for the next year. No party will expect the other party to pay for Capital costs within this agreement; a separate agreement will have to be entered into. Each municipality operates and maintains the facilities to an acceptable standard, in an efficient and cost-effective manner, and with due regard to the facility management principles. Each municipality is to retain ownership of its facilities, capital assets and any equipment purchased. 		<ul style="list-style-type: none"> The Town to pay the County an annual contribution of \$4,845.00 towards the County's net operating costs. 		<i>renewed provided the municipalities have conducted a formal review.</i>	
Other Services 	Settlement Agreement (Annexation)	<ul style="list-style-type: none"> Areas identified in Schedule 'A' of agreement are considered the 2010 Annexation Area and are annexed from the County to the Town. Effective January 1, 2011. 	The Town	<ul style="list-style-type: none"> The Town to pay the County for any verifiable expenses for the 2010 Annexation Area. The Town to pay the County \$2,550,553.00 for Coulee Road. 	January 1, 2011	January 1, 2061 or when Town's population reaches 19,362	<ul style="list-style-type: none"> No future action anticipated.
Other Services 	Intermunicipal Cooperation Agreement	<ul style="list-style-type: none"> Framework of relationship for <ol style="list-style-type: none"> Planning and development services; Economic development; Recreational services and facilities; Water and wastewater services and infrastructure. 	N/A	<ul style="list-style-type: none"> Per section 2.5.c. all costs for the provision of shared services should be shared equitably between the Town and the County. 	March 31, 2011	Ongoing <i>*Formal review of the agreement every 5-years (2016, 2021, etc.).</i>	<ul style="list-style-type: none"> Overly general agreement and similar function as this ICF. To be dissolved upon approval from both Councils.
Other Services	Annexation Settlement Agreement (ASA) and Memorandum of Understanding	<ul style="list-style-type: none"> Implementation plan for the Annexation Settlement Agreement (ASA) to demonstrate that the County and the Town are committed to implementing the 	Joint Sub-teams to be led as follows:		December 7, 2010	Completion of the annexation process.	<ul style="list-style-type: none"> This agreement has been fulfilled. To be dissolved upon approval from both Councils.



Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
	Implementation Plan	<p>(ASA) and the Memorandum of Understanding (MOU).</p> <ul style="list-style-type: none"> Respect for the Protocol of Principles adopted by both Councils. Collaborative development of the implementation plan. Adoption of the implementation plan by both Councils. Development of an implementation team. Development of four separate sub-teams: recreation, water/wastewater; land use, and economic development teams. Goals, timelines, and agreements are outlined for: implementation milestones, the implementation plan, the communication strategy, the evaluation and monitoring, and risk management. 	<ul style="list-style-type: none"> Recreation team – Town Water/wastewater team – County Land use team – County Economic Development team – County 				
Other Services 	Cost Sharing Agreement (for public services, facilities, etc.)	<ul style="list-style-type: none"> Cemetery – the parties will share equally the capital costs of improvements planned at the cemetery in 1995/96. Recreation Facilities (Omniplex, Pool) – cost share annual operational subsidies based on M.D. (County) users. Parks + Roadway System – recognize that there is mutual use by residents of both municipalities. Library – see library agreement. Airport – recognized as a 	The Town	<ul style="list-style-type: none"> Costs will be the same for the Town and County residents for plots, opening, and closing fees. Cost share annual operational subsidies; The M.D. (County) will contribute \$500,000 towards the construction of the Omniplex; annual budget to be approved by both parties. Pay for facilities and road systems in respective jurisdiction. County will pay for operational subsidies based on number of County users (see Library Agreement). 	July 11, 1995	Ongoing <i>*1-year notice sent to the office of the other party by registered mail.</i>	<ul style="list-style-type: none"> The cemetery should be addressed in a separate agreement to ensure all related issues can be clearly addressed as there are differences of opinion from the municipalities. The recreation facilities are addressed through the Recreation and Culture Cost-sharing Agreement (2019). The parks + roadway system would be better addressed in the comprehensive Transportation Agreement. As there is interest from a third party to operate and maintain the airport, there will need to


Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		<p>community asset.</p> <ul style="list-style-type: none"> Fire Services – consideration of a Regional Fire Service and a Fire Chief for the entire district. Economic Development – Will continue to work under the Brazeau Initiatives Growth group (in partnership with Breton, also). Joint M.D. (County) and Town Lands – entrance of South 50th Street; the County will authorize the Town the freedom to develop this area. 		<ul style="list-style-type: none"> County will share operational deficits on equal basis; capital costs to be approved by Councils prior to construction; annual operating budget to be approved by both Councils in advance. *Funding unclear. Monthly approved budgets for the Brazeau Initiatives Growth Group Town must pay for all related operating and capital costs. 			<p>be an agreement to share costs and revenues based off of contributions. This could be a separate agreement or part of a new “Economic Development” agreement.</p> <ul style="list-style-type: none"> The fire services provisions have been addressed in the updated Joint Fire Services Agreement. Economic development should be addressed in a separate agreement as there are different perspectives on how to share cost and revenues. The Joint M.D. and Town lands provision has been fulfilled and can be removed. Overall, this agreement is too general and is to be dissolved upon approval from both Councils.
Other Services 	Drayton Valley and District Historical Society	<ul style="list-style-type: none"> Maintenance and ground-up keep of the Museum. 	The Town	<ul style="list-style-type: none"> 50-50 cost sharing up to \$16,000/ municipality. Additional funding is born by the Town unless written consent from the County prior to the start of work. 	January 1, 2016	December 31, 2016	<ul style="list-style-type: none"> This is a duplicate agreement and is to be dissolved/removed upon approval from both Councils.
Other Services 	Ground-up keep for the Drayton Valley and District Historical Society (Museum)	<ul style="list-style-type: none"> Monies used for maintaining the Museum property. 	The Town	<ul style="list-style-type: none"> The County to provide up to \$16,000 to the Town for funding for Museum maintenance. 	May 1, 2017	December 31, 2017	<ul style="list-style-type: none"> This is a duplicate agreement and is to be dissolved/removed upon approval from both Councils.
Other Services	Historical Society Maintenance and Operations Agreement	<ul style="list-style-type: none"> Operations and maintenance and ground-upkeep of the Museum. 	<ul style="list-style-type: none"> Between the Town and County referred to as the “Joint Municipality 	<ul style="list-style-type: none"> Museum grounds owned by the Town. The Joint Municipalities shall each provides an operating contribution of \$25,000 to the Drayton Valley and District Historical Society to be used 	January 1, 2020	December 31, 2020	<ul style="list-style-type: none"> The Joint Municipalities and the Society shall enter into a new agreement for any extended period of time, following the completion of this term and a review of the performance of the agreement.

Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
			es” and the Drayton Valley and District Historical Society (“the Society).	<p>for the following:</p> <ul style="list-style-type: none"> ▪ Grass mowing, trimming, lawn care of the museum grounds; ▪ Planting. Maintenance of all flower beds; ▪ Maintenance of all structures and equipment located on the Museum grounds; ▪ Payment of all utilities associated with the Museum grounds and structures; ▪ Recruitment and retention of all necessary staff to operate the Museum and related services; and ▪ Expenditures associated with operating and staff the Museum and its services <ul style="list-style-type: none"> • The Joint Municipalities shall work with the Society to identify major capital needs. The Society agrees that both municipalities are not responsible to cover the cost of any materials, supplies, labour, contracted services, or equipment for capital projects, unless prior written approval has been granted by the Joint Municipalities. 			
Other Services 	Joint Ownership Agreement (of Eleanor Pickup Arts Centre -- EPAC)	<ul style="list-style-type: none"> ▪ The Town and the County have joint ownership of the EPAC which is leased, operated and maintained by the EPAC society. ▪ The municipalities are to hold a Joint Council meeting once a year to discuss matters relating to the joint ownership and the operation of the Arts Centre. ▪ The municipalities are committed to provide financial support, supporting the use, operation, maintenance and repair of the lands. 	Joint	<ul style="list-style-type: none"> ▪ Contributions are set-forth in Section 5, per amounts previously invested and amounts owning at the date of the agreement. ▪ Agreement that any additional contribution must be matched contemporaneously dollar for dollar by the other Joint Owner. 	April 23, 2015	June 1, 2020 (on or near) to determine the relevance of the agreement or if there is a triggered purchase or if there is an offer to purchase the land.	<ul style="list-style-type: none"> ▪ To be reviewed prior to June 2020 to determine the future of this agreement.






Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		<ul style="list-style-type: none"> Management Committee is the CAOs of each municipality or their designates. 					
Other Services 	Drayton Valley and District Family and Community Support Services (FCSS) Cost Sharing Agreement	<ul style="list-style-type: none"> Municipalities to provide for the establishment, administration and operation of a Family and Community Support Services (FCSS) Program. The FCSS community board consists of seven appointed members: <ul style="list-style-type: none"> One from Town Council One from County Council One appointed from the Crossroads Region Child and Family Services Authority Board Four members of the community, representing the County, the Town, Seniors, and Youth. Budget to be determined by the FCSS Program Manager, delegated by Town Council. Overall FCSS budget to be approved yearly by the Town's Council. 	The Town	<ul style="list-style-type: none"> FCSS budget will be approved yearly by the Town's Council. The County will allot 2/3 of its total FCSS funding to the DV and District FCSS. The County will pay 20% of its portion, 80% to be contributed by the Provincial Government. Payment is due on or before the 30th day of January, April, July, and October every year. 	September 9, 1998	Ongoing *May be terminated on December 31 st of any year should either party give notice by May 1 of that same year.	<ul style="list-style-type: none"> The community service directors from both municipalities are to review the agreement to determine whether it needs to be revised. Crossroads Child and Family Services is no longer the provider of these services, the agreement should be updated to state the new provider, which is Drayton Valley Children's Services.
Other Services 	Library Cooperative Agreement	<p><u>The Town:</u></p> <ul style="list-style-type: none"> To provide the County residents the same access as the Town residents to the Library; To operate the Library in accordance to the <i>Libraries Act</i>; To notify the County prior to any service changes; Provide the County by June 30th with the library's: current operating budget, a copy of the financial audit for the previous 	The Town	<ul style="list-style-type: none"> The County to pay the Town amounts outlined in article 3, section 3.1-3.5. Capital funding to be addressed in a separate agreement. 	October 17, 2017	December 31, 2018 *unless renewal is agreed upon	<ul style="list-style-type: none"> No future action anticipated.

Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		<p>year, membership statistics for the previous year, and circulation statistics for the previous year;</p> <ul style="list-style-type: none"> By August 31, provide the County with the plan of service for the following year; Is solely responsible for maintaining adequate property and liability insurance. 					
Other Services 	Protocol of Principals	<ul style="list-style-type: none"> Principles for the interest of enhancing inter-municipal relations. 	Joint	<ul style="list-style-type: none"> No funding required. 	February 24, 2010	Ongoing	<ul style="list-style-type: none"> This agreement is overly general and similar purpose as an ICF. To be dissolved upon approval from both Councils.
Other Services 	Sand and Salt Storage Shelter Joint Use Agreement	<ul style="list-style-type: none"> The Town and the County were the joint recipients of a Municipal Grant for the construction of a salt and sand shelter. The Town and the County want to transfer all legal and beneficial ownership of the shelter to the County, but still jointly using the shelter for their respective sand and salt. The County to purchase 47.17% of the investment from the Town. The County to permit Town to continue using the Shelter. The Town is to pay the County annually for a share of the maintenance and operating costs of the Shelter, proportional to the Town's use (based on the weight stored by the Town). 	The County	<ul style="list-style-type: none"> The Town pays the County a share of maintenance and operating costs to the Shelter, proportionate to the Town's use. The County to pay the Town \$215,554.98 to be the sole owner of the lands/ shelter. 	March 15, 2006	Terminated at any time upon agreement of both parties, or within 90 days of written notice to the other party.	<ul style="list-style-type: none"> Provisions to be extracted and reworked as a part of a comprehensive Public Works agreement.
Other Services	Joint Snow Removal Agreement	<ul style="list-style-type: none"> The Town and the County will work together for more efficient snow removal on the respective 	The County for areas outlined in the map.	<ul style="list-style-type: none"> The Town to invoice the County \$361.47 for each snow removal. 	January 2, 2016	December 31, 2017	<ul style="list-style-type: none"> This agreement to be reviewed and updated once the IDP between the municipalities is

Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		municipality's roads as per maps outlined in agreement.	The Town for areas outlined in the map.	<ul style="list-style-type: none"> The County to invoice the Town \$1,601.92 for each snow removal. 			<ul style="list-style-type: none"> completed to determine if the boundaries should be adjusted. Provisions to be extracted and reworked as a part of a comprehensive Public Works agreement, at which time clear responsibilities from each municipality should be outlined, in addition to provisions for an annual review to ensure that the agreement stays relevant.
Other Services 	Weed Inspection Services	<ul style="list-style-type: none"> The County to make available to the Town the County's Weed Inspectors: <ul style="list-style-type: none"> Provide prohibited noxious weed and noxious weed inspection services throughout the Town; Advise landowners on control options; Inspect and provide weed control options on public lands and waste areas; Provide training and assistance in weed identification and control options; Conduct spot checks of any week problems within the Town. The County is not responsible for any enforcement. Services are from June 1 to October 31. The County shall <ul style="list-style-type: none"> appoint qualified inspectors to provide the services, giving the Town the names of the inspectors no later than May 1 of each year; Supervise the inspectors, public relation tools, 	The County	<ul style="list-style-type: none"> County will invoice the Town at the rate of \$130.00/hour + GST, payable by the Town within 30 days of the invoice. 	April 1, 2016	December 31, 2018	<ul style="list-style-type: none"> The administrations of the municipalities are to review the provisions of this agreement within the first quarter of 2019. The agreement is to be updated: <ul style="list-style-type: none"> for better clarification and adding narrative to support bylaw enforcement; to define the scope of services and associated costs; and to define reporting mechanisms from the County to the Town.

Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date	Future Action
		<p>resources, equipment, and support for the inspectors to perform their appointment; and</p> <ul style="list-style-type: none"> - provide budgeting estimates to the Town by September 30. <p>▪ The Town shall:</p> <ul style="list-style-type: none"> - appoint the inspectors named by the County as the Town's inspectors by June 1; - by April 15th the Town must provide electronic access to the County to the Town's base map and tax roll for landowner identification purposes; and - the Town shall accept, and record weed related complaints, forwarding them to inspectors via email. 					
Solid Waste 	Realignment Agreement	<p>▪ Termination of the joint legal and beneficial owners of the Aspen Waste Management Authority, effectively terminating the authority agreement and financing agreement.</p>	Joint	<p>▪ Payment obligations by both municipalities upon closing of the agreement.</p>	Effective date: December 31, 2005	No expiry as agreement came to close on the effective date.	<p>▪ No future action anticipated.</p>

▼ TABLE 5. EXISTING SERVICE AGREEMENTS PROVIDED BY **THIRD PARTY**:

Service Relating to MGA	Agreement	Delivery	Lead Municipality	Funding	Date Started	Expiry Date
Emergency Services 	911 Emergency Services Agreement	<ul style="list-style-type: none"> ▪ Parkland County delivers 911 dispatch services. 	The County	<ul style="list-style-type: none"> ▪ Each municipality pays their share based on per capita amount. 	April 19, 2003	Ongoing <i>*1-year notice</i>
Emergency Services 	Joint Municipality Fire Quality Management Plan (QMP)	<ul style="list-style-type: none"> ▪ The Town, the County and the Village of Breton are responsible for administration, effectiveness, and compliance for the QMP. 	Joint	<ul style="list-style-type: none"> ▪ Each municipality is responsible for the collection of the permit fees and remittance to the Safety Codes Council 	June 9, 2010	Ongoing <i>*Annual review</i>
Other Services 	Community School Resource Officer Agreement (CSRO)	<ul style="list-style-type: none"> ▪ The Town, the County, and Wild Rose School Division No. 66 wish to have a CSRO from the Drayton Valley RCMP detachment working within the school system, specific duties outlined in 1.3. 	The Town	<ul style="list-style-type: none"> ▪ County's share: 33.33%; plus \$5,000.00 contribution ▪ Town's share: 33.33%; plus \$5,000.00 contribution ▪ Wild Rose School Division share: 33.33%; less \$10,000.00. 	January 3, 2016	Ongoing <i>*1-year notice</i>
Other Services 	Regional Communication Protocol	<ul style="list-style-type: none"> ▪ The County, the Town and the Village of Breton agreement to enhance cooperation and communication. ▪ Inter-municipal Cooperation is to meet quarterly. ▪ Inter-municipal Cooperation Steering Committee. 	Joint	<ul style="list-style-type: none"> ▪ N/A 	March 5, 2015	Ongoing <i>*6-month notice</i>
Other Services 	<i>Senior Citizen Housing Act</i>	<ul style="list-style-type: none"> ▪ The County, the Town, The Village of Breton and the Alberta Mortgage and Housing Corporation provide low rental accommodation for senior citizens. 	Joint	<ul style="list-style-type: none"> ▪ Each municipality to pay their proportionate share. 	January 16, 1990	

4. FUTURE SERVICES

4.1 FUTURE SERVICES TO BE PROVIDED INDIVIDUALLY BY EACH MUNICIPALITY:

Neither Municipality is looking to develop new services for their municipalities. It is anticipated that moving forward each Municipality, through Joint Council sessions, will update the other respective Council of new services that they are seeking to provide on an individual basis.

4.2 FUTURE SERVICES TO BE PROVIDED INTERMUNICIPALLY BY THE MUNICIPALITIES:

Both Municipalities are in agreement that the existing intermunicipal services provided are sufficient; however, they have indicated that certain agreements may be dissolved or amended, and their provisions potentially added to more comprehensive agreements. Such agreements could include:

Transportation Network Agreement – This agreement may extract provisions from the current *Memorandum of Agreement: Transportation Networks and Storm Management Infrastructure* which relate to the intermunicipal transportation network and walkways. This agreement is to be added once the municipalities have a Transportation Master Plan, scheduled for completion between 2022 and 2024.

Waste and Waste Water Agreement – This agreement may extract provisions from the current *Memorandum of Agreement: Transportation Networks and Storm Management Infrastructure* which relate to the intermunicipal storm water management. These provisions would be integrated with the provisions from *Memorandum of Agreement for Supply of Water & Sanitary Sewer Services*, and together they would form a comprehensive Waste and Waste Water agreement.

Public Works Agreement – This agreement may extract provisions from the current *Sand and Salt Storage Shelter Joint Use Agreement* and the *Joint Snow Removal Agreement* to form a comprehensive Public Works agreement.

Library – This agreement may extract provisions from the existing *Library Cooperative Agreement* to intermunicipally, in collaboration with Drayton Valley Municipal Library, provide library services to residents.

Economic Development – This agreement may enable the Municipalities to jointly pursue economic development initiatives to attract, retain, and support businesses within the region.

ECDC Early Childhood Development Centre (daycare) – This agreement may seek to jointly offer childcare services at the ECDC to residents of both Municipalities. The Town will seek to initiate discussions with the County regarding future childcare services at the ECDC.

Recreation Facilities – This agreement may extract provisions from the *Recreation and Culture Cost-Sharing Agreement* relating to the operation, maintenance and/or expansion of recreation facilities that benefit and service residents from both Municipalities. Capital expenditures will be negotiated on a case-by-case basis and consistent with the needs of both municipalities.

4.3 FUTURE SERVICES TO BE PROVIDED INTERMUNICIPALLY BY A THIRD PARTY:

Both Municipalities are in agreement that existing third-party services provided are sufficient and have not identified any future third party services. Discussion on identifying any new potential area for third party services that are not already being carried out would be discussed through Joint Council sessions.

The following guidelines are to be used whenever there is an agreement being revised, updated, or developed between the Town and the County:

1. All agreements should be developed based on 'goodwill', with collaborating efforts geared towards mutual benefit;
2. Consistency in the language and format of the document;
3. Funding provisions should be clearly defined;
4. Clauses should be included for reviewing and updating the agreement;
5. Notification and consideration on budget timelines;
6. Timely reporting of Council outcomes pertaining to the agreement to the other municipality;
7. Protocol for the purchase of capital assets, including notification prior to the purchase and yearly budget considerations for such purchases;
8. Pre-defined metrics on performance that are kept up-to-date and provided to the other municipality in a timely manner;
9. Transparency on where the pre-determined budget has been spent and the allocation of resources;
10. Clearly identifying the objective and benefit to both municipalities' ratepayers through areas of collaboration; and
11. Clear definitions for land acquisitions and/or land impacts.

5. IMPLEMENTATION

For the purpose of clarity and consistency, the following definitions are to be used when interpreting the provisions in the following sections:

Shall

indicates that actions are mandatory.

Should

indicates direction to strive to achieve the outlined action but is not mandatory.

May

is discretionary, meaning the policy in question can be informed if the municipalities choose to do so. This is typically dependent on context and individual circumstances.

5.1 INTERMUNICIPAL COOPERATION

In order to provide a consistent approach for intermunicipal discussion between administrations, Joint Council gatherings will be necessary to allow formal communication between municipalities and serve as a forum to address any intermunicipal issues/disputes that may arise. The Council's will be responsible for facilitating ongoing communication, review and sharing of information with respect to administering the ICF.

OBJECTIVE:

1. To establish the means to consistently monitor the ICF, make decisions related to administering the ICF, and act as a forum for discussion on intermunicipal issues.

POLICIES:

- 5.1.1 The Intermunicipal Collaboration Framework **shall** be adopted by Brazeau County and the Town of Drayton Valley in accordance with the *Municipal Government Act*.
- 5.1.2 If the Intermunicipal Collaboration Framework requires amendments or if there is an objection to the Framework by either municipality, an Intermunicipal Collaboration Framework Committee (ICFC) **shall** be established to review and discuss changes to the bylaw.
- 5.1.3 An ICFC **shall** be comprised of eight (8) members. The ICFC **shall** have an even number of members from each municipality. Two (2) members of Council, the two (2) CAOs, and four (4) members of Administration. An alternate member **shall** be assigned if any committee member cannot be in attendance.

5.2 DISPUTE RESOLUTION PROCESS

The intent of the dispute resolution process is to facilitate mediation and a resolution at the municipal (local) level before arbitration is utilized. This process is based on the assumption that each municipality will have differences of opinion and a resolution mechanism may be necessary. It is important that throughout the various processes of dispute resolution, all parties engaged to resolve disputes are mindful of and respect the rights of the private interests involved.

Any matters regarding dispute resolution which are not addressed specifically within this dispute resolution process shall be addressed per Part 17.2 Intermunicipal Collaboration of the *Municipal Government Act* or the Intermunicipal Collaboration Framework Regulation.

GOAL:

To create a process that allows for timely resolution of differences of opinion between municipalities in a way that is respectful of each other's interests and concerns and avoid potentially litigation or arbitration from occurring.

OBJECTIVES:

1. To adopt a dispute resolution process to address disagreements fairly and effectively.
2. To deal with conflict in a less adversarial and costly manner than traditional methods involving a third-party decision-maker such as arbitration or litigation, which may not address the long-term relationships of the municipalities.

POLICIES:

- 5.2.1 In the case of a dispute, the following process **shall** be followed:
- i. In the event that a dispute is identified, it is required that written notice is to be given to the adjacent municipality.
 - ii. Administration from each municipality **shall** meet and attempt to resolve the dispute. If

unable, the CAO's **may** attempt to resolve the dispute.

- iii. In cases where Administration and the CAO's cannot resolve the dispute an Intermunicipal Collaboration Framework Committee (ICFC) **shall** be established to review the dispute and attempt to negotiate a resolution.
- iv. In the event a resolution is not achieved by the thirtieth (30th) day following the first meeting of the ICFC, the dispute will then be referred to mediation. The services of an independent mediator will be retained, with the mediator to present a written recommendation to both Councils. The costs of the mediation **shall** be shared equally.
- v. The identified dispute **must** be resolved within six (6) months after written notice is given.
- vi. If the dispute has not been resolved within six (6) months after written notice is given, binding arbitration **shall** be utilized to resolve the dispute.
- vii. Should arbitration be necessary, both municipalities **shall** agree upon the arbitrator, or if they cannot agree, the Minister of Municipal Affairs **shall** choose the arbitrator. The cost of the arbitrator shall be shared equally between the parties.
- viii. Any and all decisions made by an arbitrator **shall** be binding to all parties.

5.3 REVIEW OF ICF

Per Section 708.32(1) of the MGA, *the Municipalities that are parties to a framework must review the framework at least every 5 years after the framework is created, or within a shorter period of time as provided for in the framework.*

OBJECTIVE:

1. To assist the ICF to remain relevant and adaptive to changing circumstances in the region including the election of new Councillors.

POLICY:

- 5.3.1 A full review of the ICF **shall** be completed within a year following a municipal election where new Councillor(s) are elected to either municipality. If new Councillor(s) are not elected to either municipality over a 4 (four) year timeframe, full review of the ICF **shall** be completed in the fifth (5th) year from the date of adoption of the ICF.
- 5.3.2 Notwithstanding the review period, the ICF **should** be updated with any new agreements upon adoption and included in Appendix A of this report.

6. FILING OF ICF

Per Section 708.33(4) of the MGA, once the municipalities have created a framework, the municipalities must notify the Minister of the framework within 90 days of creation.

Once both municipalities adopt the ICF by either bylaw or resolution, the Minister of Municipal Affairs shall be notified within 90 days of the adoption date.

7. INTERMUNICIPAL DEVELOPMENT PLAN

At the time of initiating this Intermunicipal Collaboration Framework, the MGA required the adoption of an Intermunicipal Development Plan (IDP) under Section 631 of the MGA prior to the framework being complete. As of January 1, 2020 this section of the MGA (section 708.3) has been repealed, and it is no longer a requirement to include a complete IDP as part of the ICF document. The Municipalities have agreed to adopt an Intermunicipal Development Plan, by bylaw, in accordance with the *Municipal Government Act*.

8. CONFIRMATION OF MATCHING BYLAWS ADOPTED BY EACH MUNICIPALITY

Per Section 708.33(1) of the MGA, municipalities must create a framework by either adopting a bylaw or resolution that contains the framework.

The intent of this requirement is to confirm that each municipality has indeed adopted the same ICF and is committed to complying with it.

9. DEFINITIONS

Joint – refers to both the Town of Drayton Valley and Brazeau County.

Intermunicipal Development Plan - means a plan adopted jointly by both Councils, in accordance with the requirements of Section 631 of the MGA.

Municipality – refers to one of either the Town of Drayton Valley or Brazeau County.

Municipalities – refers to the Town of Drayton Valley and Brazeau County collectively.

The County – refers to Brazeau County.

The Town – refers to the Town of Drayton Valley.

Utilities – refers to natural gas, sanitary, storm and water services, telephone/cable/internet and electricity.

Working Days – means Monday to Friday, excluding general holiday as outlined in the Government of Alberta's employment standards.

*All other words or expressions shall have the meanings respectively assigned to them in the MGA, the Subdivision and Development Regulation, and the Alberta Land Use Framework.

APPENDIX A – Agreements



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TOWN OF DRAYTON VALLEY

REQUEST FOR DECISION

DRAYTON VALLEY



SUBJECT:	Subdivision and Development Appeal Board Appointment
MEETING:	March 18, 2020 Regular Meeting of Council
PRESENTED BY:	Debbi Weber Assistant CAO

1. PROPOSAL AND BACKGROUND:

The *Municipal Government Act* (MGA) Section 627 (1) states that Council must, by Bylaw, establish a subdivision and development appeal board. The MGA reads:

Appeal Board Established

627 (1) a council must by bylaw

- (a) Establish a subdivision and development appeal board, or
- (b) Authorize the municipality to enter into an agreement with one or more municipalities to establish an Intermunicipal subdivision and development appeal board, or both.
- (2) An intermunicipal subdivision and development appeal board is a subdivision and development appeal board for the purposes of this Part.
- (3) Unless an order of the Minister authorizes otherwise, a panel of a subdivision and development board hearing and appeal must not have more than one councilor as a member.

MGA Section 627 (4) outlines persons who may not be appointed, specifically:

(4) The following persons may not be appointed as members of a subdivision and development appeal board:

- (a) an employee of the municipality;
- (b) a person who carries out subdivision or development powers, duties and functions on behalf of the municipality;
- (c) a member of a municipal of planning commission.

RSA 2000 cM-26 s627; 2016 c24 s94

Town Bylaw 2018/03/D, Section 4, requires that the Subdivision Development Appeal Board (SDAB) consist of five (5) members at large who shall be appointed by Resolution of Town Council for a term of up to three (3) years concurrent with their training certification. The members receive remuneration for their time in training and meeting as a Board as per Town Policy C-01-00. As the training for Subdivision and Development Appeal Board members is a legal requirement through the changes to the *Municipal Government Act*, RSA 2000, c M-26, a Memo by the Interim CAO to the board members from July 27, 2018, outlines in detail the entitlement to remuneration for their time in training.

Currently, four of five positions to the SDAB are filled. The remaining vacancy was advertised in the Drayton Valley & District Free Press, the Town of Drayton Valley website, and social media. One application was received from Mr. Dale Peters and is attached for Council's consideration. The appointment would be for a term of up to three (3) years concurrent with their training certification. If the applicant is appointed to the SDAB by Council, mandatory training will be scheduled for the next available date.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

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

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:




Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	<i>Municipal Government Act, Section 627</i>
Municipal Bylaws	Yes	Subdivision and Development Appeal Board Bylaw 2018/03/D
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 appoint _____ as Member at Large to the Subdivision Development and Appeal Board for a three (3) year term expiring March 17, 2023.
- B. That Council direct Administration to re-advertise the position for a Community-at-Large member to the Subdivision Development and Appeal Board for a three (3) year term.

5. RECOMMENDATION**6. ATTACHMENTS:**

1. Application from Mr. Dale Peters.

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			



TOWN OF DRAYTON VALLEY

Application for Board/Committee Membership

NAME: Dale Peters

PHONE:

MAILING ADDRESS

STREET ADDRESS:

E-MAIL ADDRESS:

OCCUPATION: Director of Customer Success, CityView Municipal Software a division of Harris Computer Systems

I AM INTERESTED IN (SELECT ONE):

☐ 1 Year Term ☐ 2 Year Term
☒ 3 Year Term ☐ No Preference

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

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

AGE:

☐ Under 21 ☐ 21-35 ☐ 35-55 ☒ Over 55

MUNICIPALITY OF RESIDENCE:

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

BOARD/COMMITTEE MEMBERSHIP APPLIED FOR: (Please Choose)

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

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

Please note any preferred Boards or Committees:

Subdivision and Development Appeal Board, Brazeau Foundation



DRAYTON VALLEY

RELATED EXPERIENCE AND QUALIFICATIONS:

Current role, Director of Customer Success at CityView. CityView is a company that provides software and services to Cities, Towns, Villages and Counties for Community Development, Building permitting, Licensing, Planning & Development and more
 2005-2010 Licensed Real Estate Agent with Century 21 Castlewood Agencies in Airdrie, AB and Owner of ReMax MountainAire Brokerage in Didsbury, AB

Director of Didsbury & District Chamber of Commerce 2006/2007

2004 - 2005 Mount Royal University - Received Real Estate Agent License and Brokerage Management courses

2006 President of Didsbury & District Historical Society, 2007 Director of Didsbury & District Historical Society

Habitat for Humanity Volunteer

BRIEFLY STATE YOUR REASONS FOR APPLYING FOR MEMBERSHIP:

Interested in providing input and putting my experiences in real estate, building and planning to and gaining insight into the planning and development occurring in and around my town.

Be an active participant in the future of Drayton Valley, the town that I call home.

Like to be active and volunteer where there is a need

OTHER PERTINENT INFORMATION:

Recipient of Alberta Premier's Award of Excellence, GOLD - 2007

For Converting Land - Manual Transfers, Postings, and Bidding to the Web, Alberta Energy (3 Year Project)

Manage and lead Technical Software Support team for Municipal Permitting, Planning, Code Enforcement, Licensing

1989-2001 Renaissance Energy Ltd. Calgary, AB - Regulatory Coordinator / Supervisor

Supervisor with group of six people looking after all regulatory issues for the Technical Operations Department; Pipeline, Facility, Single Well Battery, Field Production Audits, S4 Reporting.

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

☒

YES

☐

NO

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

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

SIGNATURE:

DATE: _____

Please return the completed form marked

ATTENTION: Administration Department

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

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

Bonnie Wegerich
Past owner
Century 21 Castlewood Agencies

February 13, 2020

Administration Department
Town of Drayton Valley

To Whom it May Concern

I am writing this letter of recommendation at the request of Dale Peters who is applying for a volunteer position on your Subdivisions and Appeal Board.

I have known Dale since at least 2000. At first as a client of mine and later as a Realtor with my office Century21 Castlewood Agencies, 108 Edmonton Tr. N. E., Airdrie, Alberta from March 30 2007 to September 2009

It was a pleasure to work with Dale. He was honest, dependable, diligent, stayed current with industry advancements, and got along well with everyone in the office. On customer service questionnaires, he received very positive reviews.

I believe that Dale would be an asset to your board with his experience in Real Estate and in customer service.

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

Sincerely,

Bonnie Wegerich

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

David Oulton

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

February 13, 2020

Town of Drayton Valley
Administration Department
5120 52 St
Drayton Valley AB
T7A1A1

Re: Dale Peters Reference Letter

To Whom It May Concern:

I have known Dale for six years, in both a personal and professional manner. Throughout all my interactions with Dale, he has shown himself to be ethical, caring, and of genuinely good character.

I believe Dale would make an excellent addition to the Subdivision and Development Appeal Board in Drayton Valley for several reasons. Dale brings with him a strong sense of community engagement and awareness, combined with a background in residential real estate. While Dale would be an asset to any professional organization, this blend of skill set and experience would make him a considerable candidate for this specific role.

In my professional experience with Dale, having representing him as his real estate agent on two transactions, I can attest to his critical thinking capability, along with his initiative to ensure he was fully and independently educated prior to making any decisions. He exhibits strong leadership qualities which are always beneficial to draw upon.

Personally, Dale has always conducted himself in a courteous and compassionate manner. Dale is someone whom I hold in high regard, and respect his opinion in a great many subjects.

If you have any questions or require further information, my contact details are below.

Thank you

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

David Oulton

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

TOWN OF DRAYTON VALLEY

REQUEST FOR DECISION



SUBJECT:	Aquatic Facility Validation Report
MEETING:	March 18, 2020 Regular Meeting of Council
PRESENTED BY:	Annette Driessen General Manager of Community Services

1. PROPOSAL AND BACKGROUND:

The Drayton Valley and Brazeau community has been active in promoting the construction of a new aquatic facility since 2012. In an effort to determine the viability of completing this goal, the Town of Drayton Valley Council passed a resolution in early 2019 to undertake a Validation Report. Following the Integrated Project Delivery process, a procurement outline was followed to recruit the consultants, engineers, and contractors that would comprise the Aquatic Facility IPD team. This team spent 12 weeks in a "Big Room" setting and addressed all mechanical, structural, electrical, civil and energy efficiency factors affecting the construction of a new aquatic facility. The final goal of the Validation Report was for the IPD team to state with confidence:

- we can build this building;
- that does these things;
- for this much money; and
- in this much time.

In essence, the IPD Validation Report gives certainty to the capital cost and construction schedule.

The final Validation Report was presented to Joint Council on January 22, 2020, by the lead consultants on the IPD Team.

The Validation Report is being presented to Town Council for its review and consideration.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

The Validation Report, using the IPD process, provides certainty on cost and construction timelines. The IPD process significantly reduces project change orders, and has all but eliminated occasions of litigation. The cost of completing the Validation Report results in a smooth transition into final design and construction. With a budget of \$531,800.35 for the Validation Report, the final expenses totalled \$468,069.41.

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	Yes	The Community Sustainability Plan, through its objectives, sets out to achieve the following goals: <ul style="list-style-type: none"> • Recreational facilities and programs are available and

		<p>accessible for all;</p> <ul style="list-style-type: none"> • There are strong, inclusive relationships between municipalities; and • All development and redevelopment projects are highly energy efficient and use sustainable building practices. <p>The Social Development Plan, through its objectives, sets out to:</p> <ul style="list-style-type: none"> • Improve the community's quality of life; • Drayton Valley and Brazeau County are clean and green communities; • Drayton Valley and Brazeau County are vibrant healthy communities; and • Recreational facilities and programs are available and accessible for all.
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4. POTENTIAL MOTIONS:




- A. That Town Council adopt the Aquatic Facility Validation Report as presented.
- B. That Town Council accept the Aquatic Facility Validation Report as information only.
- C. That Town Council defer the Aquatic Facility Validation Report until further information is available.
- D. That Town Council decline to adopt the Aquatic Facility Validation Report as presented.

5. RECOMMENDATION

That Town Council adopt the Aquatic Facility Validation Report as presented.

6. ATTACHMENTS:

- 1. Validation Report - Drayton Valley and Brazeau Aquatic Centre - **DISTRIBUTED SEPARATELY**

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

Information Items

10.0 Information Items

Pages 159-172

10.1. Brazeau Foundation Organizational Meeting Minutes – December 5, 2019	160-167
10.2. Economic Development Committee Meeting Notes – January 14, 2020	168-170
10.3. Drayton Valley / Brazeau County Fire Services Stats – February 2020	171-172

MOTION:

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



Brazeau Foundation
Managing Housing Solutions

5208 - 47 Avenue,
Drayton Valley, Alberta, T7A 1N7
Phone: (780) 542 2712 Fax: (780) 542 2765
E-mail: bsf@brazeaufoundation.ca

February 29, 2020



Winston Rossouw, Chief Administrative Officer
Town of Drayton Valley
Box 6837
Drayton Valley, AB T7A 1A1

Dear Winston Rossouw:

RE: Board of Director Meeting Minutes

Please find enclosed a copy of the December 5, 2019 approved Organizational Minutes of the Brazeau Foundation Board of Directors.

Sincerely,
BRAZEAU FOUNDATION

A handwritten signature in black ink that reads 'Laura Delesalle'.

Laura Delesalle
Finance Manager

encls



Brazeau Foundation
Managing Housing Solutions

5208 -47 Avenue,
Drayton Valley, Alberta, T7A 1N7
Phone: (780) 542- 2712 Fax: (780) 542-2765
E-mail: bsf@telusplanet.net

ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS
Shangri-La Lodge, Drayton Valley
December 5, 2019
1:00 PM

ATTENDANCE:

Directors Present:

Janet Young, Vice-Chairperson
Jeannette Vatter
Cody Brooks
Marc Gressler
Tom McGee- Chairperson

Village of Breton
Member at Large – Drayton Valley
Member at Large – Brazeau County
Brazeau County
Town of Drayton Valley

Administration Present:

Stella Keller
Laura Delesalle

Chief Administrative Officer
Finance Manager

1.0 CALL TO ORDER

Stella called the meeting to order at 1:05 PM.

2.0 AGENDA

2.1 APPROVAL OF AGENDA

Resolution #19-12-110: Moved by M Gressler to approve the agenda with no additions.

Motion ...Carried Unanimously

3.0 ELECTION OF CHAIRPERSON

S. Keller called for Nominations for Chairperson for the Brazeau Foundation Board of Directors.

J. Young nominated T. McGee for Chairperson
2nd call for nominations
3rd call for nominations

Resolution #19-12-111: Moved by J Vatter that the nominations for Chairperson cease.

Motion ...Carried Unanimously

A handwritten signature in black ink, appearing to be 'J. Young' or similar, located at the bottom right of the page.

Minutes of The Organizational Board Meeting
December 5, 2019
Page 2 of 7

T McGee was elected as Chairperson
T McGee accepted the position as Chairperson
T McGee chaired the remainder of the meeting

4.0 ELECTION OF VICE- CHAIRPERSON

T McGee called for nominations for vice-chairperson for the Brazeau Foundation Board of Directors.

J Vatter nominated J. Young for Vice-chairperson
2nd call for Nominations
3rd call for Nominations

Resolution #19-12-112: Moved by M Gressler that the nominations for Vice-Chairperson cease.

Motion ...Carried Unanimously

J. Young was elected as Vice-Chairperson
J. Young accepted the position as Vice-Chairperson

5.0 ESTABLISH BOARD PAYMENTS

5.1 HONORARIUMS

The current Board Honorarium is \$30.00 per hour with a minimum of 2 hours, \$195.00 for half day meetings – less than 4 hours and \$296.00 for a full day meetings over 4 hours. The honorarium is \$374.00 per day for conferences, seminars, workshops, etc.

Resolution #19-12-113: Moved by M Gressler to increase the board honorariums.

Motion ...Carried Unanimously

5.2 MILEAGE

The current mileage set for Board Members is .49 /km.

Resolution #19-12-114: Moved by M Gressler to decrease the mileage payment per km.

Motion ...Carried Unanimously

6.0 DESIGANTION AND APPOINTMENTS



Minutes of The Organizational Board Meeting
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6.1 BANK

The BSF currently has a banking contract with the Royal Bank.

Resolution #19-12-115: Moved by J Vatter to approve the use of the existing Bank Contract.

Motion ...Carried Unanimously

6.2 LEGAL COUNSEL

Current Legal Counsel is Tim Mitchell with Norton Rose Fullbright Canada for labor issues and Norton Rose Fulbright Canada LLP for FOIP issues.

Resolution #19-12-116: Moved by J Young to approve the use of the existing Legal Counsels.

Motion ...Carried Unanimously

6.3 Auditors

There is an existing 5 year contract (2 years remain) with Carlson Roberts Seely Chartered Accounting Firm.

Resolution #19-12-117: Moved by M Gressler to approve the continuing use of Carlson Roberts as per contract.

Motion ...Carried Unanimously

7.0 TENANT SELECTION COMMITTEE

Resolution #19-12-118: Moved by J. Vatter that the CAO, and any two members of the board form the Application Review Committee when required (not with vacancies).

Motion ...Carried Unanimously

8.0 SIGNING OFFICERS

Signing Authority for the Foundation, with one signature from Administration (CAO or Operations Manager), the second signature to be any BZF Board Member. Electronic approvals will be the CAO and one Board Member. In the absence of Administration, two Board Members may sign/approve.

Resolution #19-12-119: Moved by J. Young to retain existing signing authority.

Motion ...Carried Unanimously

9.0 OPENING/CLOSING ACCOUNTS- Designations



Minutes of The Organizational Board Meeting
December 5, 2019
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The CAO, Board Chair and Finance Manager open and close accounts together with vice chair as an alternate.

Resolution #19-12-120: Moved by C Brooks to use the new Opening/ Closing account designation.

Motion ...Carried Unanimously

10.0 2019-2020 MEETING SCHEDULE

Resolution #19-12-121: Moved by J. Vatter to approve the BZF Board Meetings for the third Thursday of each month at 1 PM, with the March meeting will be on the 12th.

Motion ...Carried Unanimously

11.0 NEW BOARD ORIENTATION

An Orientation Binder was made available to all Board Members which included the following information

- 1.0 Board Contact List
- 2.0 Ministerial Order
- 3.0 Legislation
- 4.0 Foundation Overview
- 5.0 Policy Manual
- 6.0 Organizational Chart
- 7.0 Business Plan 2020-2022
- 8.0 Board Honorarium and Mileage Expense Sheet
- 9.0 Audited Financial Statements
- 10.0 Approved Board Minutes

Resolution #19-12-122: Moved by J.Young to accept the New Board Member Orientation as information.

Motion ...Carried Unanimously

12.0 APPROVAL OF MINUTES

12.1 MINUTES FROM THE SEPTEMBER 19 , 2019 REGULAR BOARD MEETING

Resolution #19-12-123: Moved by J. Vatter to approve the minutes of the September 19, 2019 Regular Board Meeting as presented.

Motion ...Carried Unanimously

12.2 BUSINESS ARISING OUT OF THE MINUTES

12.2.1 New Seniors Facility



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December 5, 2019
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13.0 FINANCIAL

13.1 FINANCIAL REPORTS – Foundation

13.1.1 Foundation Disbursements for September, October & November 2019

Resolution #19-12-124: Moved by J Young to accept the Payable Disbursements as information.

Motion ...Carried Unanimously

13.1.2 Visa Payable for September, October & November 2019

Resolution #19-12-125: Moved by J. Vatter to accept the Visa Payable as information.

Motion ...Carried Unanimously

13.1.3 Foundation Balance Sheet as of October 31, 2019

Resolution #19-12-126: Moved by C Brooks to accept the Foundation Balance Sheet as information.

Motion ...Carried Unanimously

13.1.4 Financial Statements to October 31, 2019

13.1.4.1 Central Services / Lodge

13.1.4.2 Provincial Housing Units

Resolution #19-12-127: Moved by J. Young to accept the Financial Statements as information.

Motion ...Carried Unanimously

14.0 BOARD MEMBER EXPENSE

14.1 Board Member Expenses for September, October & November 2019

Resolution #19-12-128: Moved by M Gressler to approve the Board Member Expenses of \$956.16 for September 2019, \$150.00 for October 2019, \$100 for November 2019.

Motion ...Carried Unanimously

15.0 OLD BUSINESS

15.1 ANPHA/ ASCHA Membership



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Resolution #19-12-129: Moved by M Gressler to approve membership to ANPHA and ASCHA to be reviewed at the next organizational meeting.

Motion ...Carried Unanimously

15.2 Action Plan Ratification

Resolution #19-12-130: Moved by J Vatter to approve the action plan as presented over email.

Motion ...Carried Unanimously

15.3 Homecare

16.0 NEW BUSINESS

17.0 REPORTS

17.1 OPERATIONS REPORT

17.1.1 Operations Report

17.1.1.1 Budget 2020 Information

Administration will draft a budget in December for approval at the February 2020 meeting.

17.1.2 Vacancy Report

Resolution #19-12-131: Moved by J Young to accept the vacancy report as information.

Motion ...Carried Unanimously

17.1.3 Resident / Family Council

17.1.4 In-Private Session (Personnel/Legal)

Resolution #19-12-132: Moved by J Vatter to go in-private to discuss personnel matters at 4:02 PM.

Motion ...Carried Unanimously

Resolution #19-12-133: Moved by M Gressler to come out of in-private at 4:29 PM.

Motion ...Carried Unanimously

Resolution #19-12-134: Moved by J. Vatter to accept the operations report as information.

Motion ...Carried Unanimously



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18.0 Correspondence

- 18.1 From: Service Alberta** Re: FOIP and Protection of Privacy Act documents involving the Foundation **(October 24, 2019)**
- 18.2 To: Velvet Energy Ltd-** Donation of \$1000.00 to the residents of Shangri-La Lodge. **(November 5, 2019)**
- 18.3 From: Village of Breton -** Appointment of Deputy Mayor Janet Young to the Brazeau Foundation Board and Councilor Plaquin as Alternate **(October 18, 2019)**
- 18.4 From: Alberta Seniors and Housing –** Review of 2018 audited financial statements **(October 3, 2019)**
- 18.5 From: Brazeau County – (Email)** Appointment of Councillor Marc Gresslar to the Brazeau Foundation Board and Cody Brooks as member-at-large. **(October 16, 2019)**
- 18.6 From: Town of Drayton Valley –** Appointment of Councillor Tom McGee to the Brazeau Foundation Board **(October 30, 2019)**
- 18.7 From: Town of Drayton Valley -** Appointment of Jeannette Vatter as member-at-large for the Town of Drayton Valley. **(November 6, 2019)**
- 18.8 To: PFCS FOIP Office:** Request for Personal Information **(November 5, 2019)**

Motion ...Carried Unanimously

19.0 FUTURE MEETING DATES

- 19.1 NEXT BSF BOARD MEETING –** February 20, 2020 at the Shangri-La Lodge @ 1:00pm.


20.0 ADJOURNMENT

Resolution #19-12-135: Moved by T McGee to adjourn the meeting at 4:32 PM.

Motion ...Carried Unanimously

APPROVED AT THE February 20, 2020 MEETING OF THE BOARD


Chief Administrative Officer


Board Chair



Economic Development Committee Meeting
Tuesday, January 14, 2020, 9:00 a.m.-3:00 p.m.
Clean Energy Technology Centre Meeting Room 106

Meeting Notes

Present: Mayor Michael Doerksen, Councillor Bill Ballas, Deputy Mayor Corey Peebles, Councillor Nancy Dodds, Councillor Fayrell Wheeler, Councillor Amila Gammana, Manny Deol, Winston Rossouw, Jenn Carter, Debbi Weber

Delegation Present: Tim Gazankas, Don Luft

1.0 Call to Order

Deputy Mayor Corey Peebles called the meeting to order at 9:01 a.m.

2.0 Additions or Deletions to Agenda

Following items were added to the Agenda:

6.9 Eavor

3.0 Adoption of Agenda

Councillor Amila Gammana approved the Economic Development Committee Meeting Agenda for January 14, 2020, as amended.

Carried

4.0 Review of Notes

4.1 N/A

5.0 Delegation

5.1 Tim Gazankas and Don Luft from Alloy Energy gave a presentation on their organization and the intention of establishing headquarters in Drayton Valley.

6.0 Discussion Items

6.1 Review of Councillor/Admin project champions for 2020

- a. The areas of focus in the economic development strategy were discussed and delegated to Council as follows: Education – Nancy & Amila, Health – Tom, Agriculture – Corey & Bill, Local Opportunities – Mayor Doerksen & Feyrell. More discussion to be had at the Strategic retreat at the end of the month.

6.2 Motion to go into closed session made by Tom McGee. Motion carried

6.3 Economic Development Incentives Framework for Aspiring Investors

January 14, 2020

- a. Council discussed the agreement and framework of the initiatives package to compare it to other municipalities and see how we can be competitive with ours. They want to make it unique so that if existing businesses create new jobs they can also benefit from the incentives. Administration was asked to get a comparison from different towns and develop a criteria template for Drayton Valley.

6.4 BioComposites Group Status of Decorticator Investment

- a. In 2020 Council felt we should make firm decisions on the decorticator project and have further discussion with Dan Madlung to see how this project can be realized.

6.5 Medical Cannabis Clinic Concept & Proposal

- a. Reviewed the proposal from the medical clinic in Calgary to bring a medical cannabis clinic to Drayton Valley. The proposal was also for product development and was briefly discussed. Administration will have to continue work on the details before it is brought back to council.

6.6 Wastewood/Valley Power Plant

- a. The pros and cons of the proposal to purchase the power plant as is, including land, was discussed. Council asked administration to do due diligence of assets and liabilities around the land and plant before accepting any proposals. The deadline for this proposal on the power plant and land can pass so no need for acceptance.

6.7 Zero Fee Update

- a. Nancy brought the criteria for a concession and lunch options for the international students. No completion regarding this issue. Illumini came to raise funds for zero fee, Nancy talked about expenditures regarding the Nintendo game and misc. activities.

6.8 Council/Admin Strategic Retreat

- a. Going into the retreat there was consensus that we want to prioritize projects in the areas of hemp, Oil & Gas, the Pool, library and the economic development incentive package with a focus on gaining clarity for results in the next two years.

6.9 Conference call with Eavor

- a. Mayor Doerksen shared the conference call with Eavor and their work with Genesis group and the County of Brazeau.

7.0 **Other Business**

Council and Administration went into Camera Session to discuss development opportunities for the Bio-Mile. Section 24.1(a)

8.0 **Next Meeting Date**

- February 11, 2020, 9:00 a.m., Clean Energy Technology Centre

9.0 **Adjournment**

Deputy Mayor Corey Peebles adjourned the meeting at 2:27 p.m.

Economic Development Committee Meeting

January 14, 2020

COMMITTEE CHAIR

CHIEF ADMINISTRATIVE OFFICER

APPROVED



DRAYTON VALLEY/BRAZEAU COUNTY FIRE SERVICES

Office of the Fire Chief

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

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

February 2020 Stats

Town of Drayton Valley/ Brazeau County

Fire Calls- 4

Rubbish and Grass Fires- 0

Motor Vehicle Collisions- 4

Rescue Calls- 0

Alarm Calls- 5

Assist another Agency- 9

Misc Calls- 1

Total- 23

Town of Drayton Valley

Fire Calls- 0

Rubbish and Grass Fires- 0

Motor Vehicle Collisions- 0

Rescue Calls- 0

Alarm Calls- 3

Assist another Agency- 6

Misc Calls- 0

Total- 9

Tom Thomson
Fire Chief
firechief@draytonvalley.ca

Murray Galavan
Deputy Fire Chief
dfc@draytonvalley.ca

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

Carla Roy
Administrative Assistant
fireadmin@draytonvalley.ca

Mike Gramlich
Training Officer
mgramlich@draytonvalley.ca



DRAYTON VALLEY/BRAZEAU COUNTY FIRE SERVICES

Office of the Fire Chief

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

Main: (780) 514-2216
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Brazeau County

Fire Calls- 4

Rubbish and Grass Fire- 0

Motor Vehicle Collisions- 4

Rescue Calls- 0

Alarm Calls- 2

Assist another Agency-3

Misc Calls- 1

Total- 14