



Agenda

Call to Order

National Anthem

1.0 Additions to the Agenda

2.0 Adoption of Agenda

3.0 Corrections or Amendments:

- | | |
|--|-------|
| 3.1. August 19, 2020, Regular Meeting of Council Minutes | 3-7 |
| 3.2. August 19, 2020, Public Hearing Minutes Bylaw 2020/11/E | 8-9 |
| 3.3. August 25, 2020, Special Meeting of Council Minutes | 10-11 |
| 3.4. September 2, 2020, Special Meeting of Council Minutes | 12 |

4.0 Adoption of:

- | |
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| 4.1. August 19, 2020, Regular Meeting of Council Minutes |
| 4.2. August 19, 2020, Public Hearing Minutes Bylaw 2020/11/E |
| 4.3. August 25, 2020, Special Meeting of Council Minutes |
| 4.4. September 2, 2020, Special Meeting of Council Minutes |

5.0 Proclamations

- | | |
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| 5.1. International Day of Older Persons, October 1, 2020 | 13 |
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6.0 Delegations / Administrative Updates

- | | |
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| 6.1. 2019 FCSS Annual Report – Lola Strand, FCSS Program Manager | 14; 138-155 |
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7.0 Decision Items Pages 15-124

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| 7.1. Letter to Premier of Alberta requesting more support from Alberta Works and Alberta Health Services Addictions and Mental Health | 15-18 |
| 7.2. Aquatic Centre Sponsorship Package | 19-34 |
| 7.3. Housing Reserve Funds for Improvements | 35-36 |
| 7.4. 2020 Recreation Cost-Sharing Agreement | 37-88 |
| 7.5. Specialized Transportation RFP Award | 89-114 |
| 7.6. Change of Accountant for Library's Annual Financial Review/Audit | 115-124 |

8.0 Department Reports

- | | |
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| 8.1. Planning and Development | Matt Ellis |
| 8.2. Community Services and FCSS | Annette Driessen |
| 8.3. CAO/Administration/Capital Project Update | Winston Rossouw/ Debby Weber |

9.0 Council Reports

- | |
|-------------------------|
| 9.1. Councillor Peebles |
| 9.2. Deputy Mayor Dodds |

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|------|--|---------------|
| | 9.3. Councillor Gammana | |
| | 9.4. Councillor McGee | |
| | 9.5. Councillor Wheeler | |
| | 9.6. Councillor Ballas | |
| | 9.7. Mayor Doerksen | |
| 10.0 | Information Items | Pages 125-155 |
| | 10.1. Economic Development Committee Meeting Minutes – June 9, 2020, and August 4, 2020 | 126-131 |
| | 10.2. Sustainability Committee Meeting Minutes – July 7, 2020 | 132-134 |
| | 10.3. Library Board Meeting Minutes – July 9, 2020 | 135-137 |
| | 10.4. 2019 FCSS Annual Report | 138-155 |
| 11.0 | Adjournment | |



Meeting Minutes

THOSE PRESENT:

Mayor Doerksen
Councillor Ballas
Deputy Mayor Dodds
Councillor Gammana
Councillor McGee
Councillor Peebles
Councillor Wheeler
Winston Rossouw, CAO
Debbi Weber, Assistant CAO
Khaled Mouallem, Utilities Manager
Jennifer Stone, Intergovernmental Relations
and Communications
Sabine Landmark, Administrative Assistant
Nathan Palovcik, Manager of Information
Services
Kelsey Baker, Communications Assistant
Bree Motkoski, Records Management Clerk

Aishah Mohd-Isa, Energy Program
Coordinator
Matt Ellis, Senior Planner & Assistant
Director of Emergency Management
Dare Adeyemi, GIS Analyst
Annette Driessen, General Manager of
Community Services
Tom Thomson, Fire Chief
Meghan Kennedy, Animal Control Officer
Colton Hutchinson, Community Peace
Officer
S/Sgt. Malcolm Callihoo, RCMP
Sgt. Erin Matthews, RCMP
Cathy Weetman, Western Review
Graham Long, Drayton Valley and District
Free Press (Call In)
Members of the Public

ABSENT:

CALL TO ORDER

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

1.0 Additions to the Agenda

Following item was added to the Agenda:
7.2. Formal Declaration (S/Sgt. Malcolm Callihoo)

The numbering in section 7.0 Delegations was adjusted accordingly.

2.0 Adoption of Agenda

RESOLUTION #122/20

Deputy Mayor Dodds moved to adopt the Agenda for the August 19, 2020, Regular Meeting of Council, as presented.

CARRIED

3.0 Corrections or Amendments:

3.1. July 15, 2020, Regular Meeting of Council Minutes

There were no corrections or amendments to the July 15, 2020, Regular Meeting of Council Minutes.

3.2. July 15, 2020, Public Hearing Minutes Bylaw 2020/10/P

There were no corrections or amendments to the July 15, 2020, Public Hearing Minutes for Bylaw 2020/10/P.

4.0 Adoption of:

4.1. July 15, 2020, Regular Meeting of Council Minutes

RESOLUTION #123/20

Councillor Gammana moved to adopt the Minutes of the July 15, 2020, Regular Meeting of Council, as presented.

CARRIED

4.2. July 15, 2020, Public Hearing Minutes Bylaw 2020/10/P

RESOLUTION #124/20

Councillor Peebles moved to adopt the Minutes of the July 15, 2020, Public Hearing Minutes for Bylaw 2020/10/P, as presented.

CARRIED

5.0 Proclamations

5.1. Fetal Alcohol Spectrum Disorder Awareness Day September 9, 2020

Mayor Doerksen proclaimed September 9, 2020, as "Fetal Alcohol Spectrum Disorder Awareness Day" in the Town of Drayton Valley.

6.0 Public Hearings

6.1. Utility Amending Bylaw 2020/11/E

A separate set of minutes was recorded for this item.

7.0 Delegations

7.1. Fetal Alcohol Spectrum Disorder Awareness Day – Chad Treleaven

Mr. Treleaven presented Council with information on Fetal Alcohol Spectrum Disorder (FASD). He thanked Council for proclaiming September 9, 2020, "Fetal Alcohol Spectrum Disorder Awareness Day."

7.2. Formal Declaration – S/Sgt. Malcolm Callihoo

S/Sgt. Callihoo gave his formal declaration of moving on from his position at the Drayton Valley detachment. He noted that he has seen many positive strides in the community over the time that he has been here. He thanked Council for their support and extended his gratitude to the staff.

7.2. Drayton Valley RCMP Stats – June and July 2020 – Sgt. Erin Matthews

Sgt. Matthews presented Council with the stats from the months of June and July 2020. She also reminded residents not to leave valuables in their vehicles and informed Council and residents that there is a crime reporting tool set up online.

7.3. IDP Presentation Water Plant – Jason Kopan (ISL Engineering)

Mr. Kopan presented to Council the accomplishment on the Raw Water Pump Station. He pointed out the savings for the Town, efficiencies, and how it has helped mitigate the risks.

Mayor Doerksen called a break at 10:02 a.m.

Mayor Doerksen reconvened the meeting at 10:11 a.m.

8.0 Decision Items

8.1. Utility Amending Bylaw 2020/11/E, Presented for Second and Third Reading

Ms. Weber returned at 10:13 a.m.

**Regular Meeting of Council
Minutes of August 19, 2020
Page 3 of 5**

Councillor Gammama declared pecuniary interest for item 8.1. Utility Amending Bylaw 2020/11/E, Presented for Second and Third Reading at 10:23 a.m.

RESOLUTION #125/20

Councillor Peebles moved that Council give Second Reading to Utility Amending Bylaw 2020/11/E, as presented.

Deputy Mayor Dodds made a friendly amendment to remove section 3.4.14 (c) in the Bylaw.

Councillor Peebles accepted the friendly amendment.

CARRIED AS AMENDED

RESOLUTION #126/20

Councillor McGee moved that Council give Third and Final Reading to Utility Amending Bylaw 2020/11/E, as amended.

CARRIED

Councillor Gammama returned to the meeting at 10:48 a.m.

Ms. Driessen entered the meeting at 10:48 a.m.

8.2. Subdivision Application DV/20/01 within NE ¼ 22-49-7-W5M

RESOLUTION #127/20

Councillor Wheeler moved that Council approve proposed Subdivision DV/20/01 subject to the conditions noted below:

- The Developer is to engage an Alberta Land Surveyor to prepare a plan of subdivision in accordance with the Town's block numbering system for registration at the Alberta Land Titles Office subject to the attached subdivision drawing with a date of April 30, 2020;
- That a separate rural 911 address is created for Proposed Lot 1 in accordance with applicable municipal addressing requirements.
- That the Applicant submits an endorsement fee of \$200 to the Town of Drayton Valley at the time the Plan is submitted for endorsement.
- Municipal Reserve (MR) is owing and is to be deferred into the remainder of the quarter section. The Town of Drayton Valley will prepare the necessary documents for registration on title for the remainder of the quarter section.

CARRIED

Mr. Adeyemi exited at 10:56 a.m.

8.3. Appointment of Animal Control Officer

RESOLUTION #128/20

Councillor Ballas moved that Council appoint Meghan Kennedy as the Animal Control Officer for the Town of Drayton Valley.

CARRIED

8.4. Letter to Support National Childcare Framework

RESOLUTION #129/20

Councillor Gammama moved that Town Council approve the letter to the Minister of Families, Children and Social Development advocating for universal childcare across Canada.

CARRIED

8.5. Setting Emissions Reduction Target Under the Partners for Climate Protection Program (PCP) Milestone Framework

RESOLUTION #130/20

Deputy Mayor Dodds moved that Town Council adopts the following emissions reduction targets for Drayton Valley:

- Reduce corporate emissions by 8% below 2015 levels by 2030.
- Reduce community-wide emissions by 6% below 2015 levels by 2030.

CARRIED

9.0 Department Reports

9.1. Planning and Development

Mr. Ellis provided a report from the Planning and Development Department.

Deputy Mayor Dodds exited the meeting at 11:31 a.m.

Mrs. Landmark exited the meeting at 11:31 a.m.

9.2. Community Services and FCSS

Ms. Driessen provided updates on current capital projects, programs, and events of the Community Services department.

Deputy Mayor Dodds returned to the meeting at 11:31 a.m.

Mrs. Landmark returned to the meeting at 11:31 a.m.

9.3. Emergency Services

Fire Chief Thomson presented the Fire Services stats for May, June, and July 2020.

Ms. Driessen exited the meeting at 11:38 a.m.

Ms. Baker exited the meeting at 11:46 a.m.

Ms. Baker returned to the meeting at 11:50 a.m.

Fire Chief Thomson informed Council that formal fire safety plans need to be submitted to Planning and Development before a building permit can be issued; this is as per Alberta Fire Code.

9.4. Safety and Protective Services

Mr. Rossouw provided Council with a report from the Safety and Protective Services Department.

9.5. CAO/Administration/Capital Project Update

Ms. Weber provided Council with an update on capital projects.

10.0 Council Reports

10.1. Councillor Ballas

- Quarterly Report meeting
- Drayton Valley Brazeau Recreation Board meeting
- Alberta Hemp Alliance meeting
- Economic Development Committee meeting
- Aviation Tour
- Drayton Valley Hospitality and Tourism Authority meeting

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Minutes of August 19, 2020
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- 10.2. Councillor Peebles
 - Alberta Hemp Alliance meeting
- 10.3. Deputy Mayor Dodds
 - Education meetings
 - Future Skills proposal meeting
 - Economic Development Committee meeting
 - Municipal Leaders' Caucus
- 10.4. Councillor Gammana
 - Education meetings
- 10.5. Councillor McGee
 - Meeting with Mayor of Mayerthorpe
 - Shangri-La Lodge Tea with Seniors
 - Aviation Tour
- 10.6. Councillor Wheeler
 - AUMA Meetings
- 10.7. Mayor Doerksen
 - Had nothing to report

11.0 Information Items

-
- 11.1. Sustainability Committee Meeting Minutes – June 5, 2020
 - 11.2. Drayton Valley Municipal Library Board Meeting Minutes – June 18, 2020, and June Stats
 - 11.3. Drayton Valley RCMP Stats – June and July 2020
 - 11.4. Brazeau Foundation Meeting Minutes – May 28, 2020
 - 11.5. Drayton Valley / Brazeau County Fire Services Stats – May, June, and July 2020
-

RESOLUTION #131/20

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

CARRIED

12.0 Adjournment

Mayor Doerksen adjourned the meeting at 12:19 p.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

MINUTES OF PUBLIC HEARING

August 19, 2020
BYLAW 2020/11/E

THOSE PRESENT:

Councillor Ballas
Deputy Mayor Dodds
Mayor Doerksen
Councillor Gammana
Councillor McGee
Councillor Peebles
Councillor Wheeler
Winston Rossouw, Chief Administrative Officer
Debbi Weber, Assistant CAO
Dare Adeyemi, GIS Analyst
Khaled Mouallem, Utilities Manager
Jennifer Stone, Intergovernmental Relations and Communications
Sabine Landmark, Administrative Assistant
Nathan Palovcik, Manager of Information Services
Dare Adeyemi, GIS Analyst
Bree Motkoski, Records Management Clerk

Aishah Mohd-Isa, Energy Program Coordinator
Matt Ellis, Senior Planner & Assistant Director of Emergency Management
Meghan Kennedy, Animal Control Officer
Colton Hutchinson, Community Peace Officer
S/Sgt. Malcolm Callihoo, RCMP
Sgt. Erin Matthews, RCMP
Kelsey Baker, Communications Assistant
Cathy Weetman, Western Review
Graham Long, Drayton Valley and District Free Press (Call In)
Members of the Public

ABSENT:

ITEM

Bylaw No. 2020/11/E – Utility Amending Bylaw

CALL TO ORDER

Mayor Doerksen declared the Public Hearing open at 9:06 a.m.

PURPOSE OF THE PUBLIC HEARING

To receive comments, concerns, and questions from the public with regard to the proposed Utility Amending Bylaw 2020/11/E.

BACKGROUND

The above Bylaw received First Reading at the July 15, 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.

CALL FOR COMMENTS FROM THE FLOOR

Mr. Don Regenwetter, the developer of River Ravine Estates, provided Council with feedback that residents pay upfront fee costs for services. He noted that he does not think they should have to pay more fees for services and upgrades.

CALL FOR COMMENTS OR WRITTEN SUBMISSIONS

There was no written submission received.

ADJOURNMENT

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

MAYOR

CHIEF ADMINISTRATIVE OFFICER

WAIVER OF NOTICE FOR SPECIAL MEETING OF DRAYTON VALLEY TOWN COUNCIL

As per Section 194 of the MGA, Revised Statutes of Alberta 2000, Chapter M-26, the Drayton Valley Town Council hereby waives notice of a Special Meeting to be held on August 25, 2020, at 1:30 p.m. at the Civic Centre, 5120- 52 Street, Council Chambers, for the following purpose:

Council to consider:

- a. Aquatic Facility

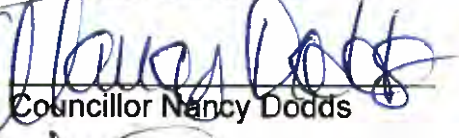
The following consent to the "Waiver of Notice" for the above purpose, signed this 25th day of August, 2020.



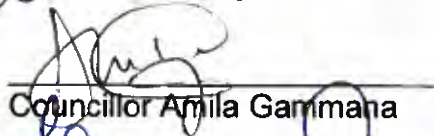
Mayor Michael Doerksen



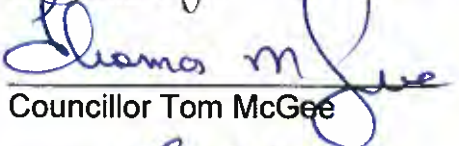
Councillor Bill Ballas



Councillor Nancy Dodds



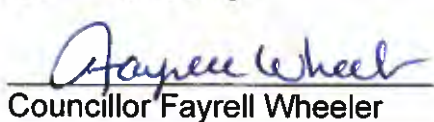
Councillor Amila Gammama



Councillor Tom McGee



Councillor Corey Peebles



Councillor Fayrell Wheeler



Meeting Minutes

THOSE PRESENT:

Mayor Doerksen
Councillor Ballas
Deputy Mayor Dodds
Councillor Gammara
Councillor McGee
Councillor Peebles
Councillor Wheeler
Winston Rossouw, CAO
Debby Weber, Assistant CAO

Jennifer Stone, Intergovernmental
Relations & Communications
Jennifer Fancey, General Manager of
Finance and Corporate Services
Annette Driessen, General Manager of
Community Services
Bree Motkoski, Records Management
Clerk
Brandy Fredrickson, Drayton Valley and
District Free Press
Members of the Public

1.0 CALL TO ORDER

Mayor Doerksen called the meeting to order at 1:31 p.m.

2.0 Adoption of Agenda

RESOLUTION #132/20

Deputy Mayor Dodds moved to adopt the Agenda for the August 25, 2020, Special Meeting of Council, as presented.

CARRIED

3.0 Decision Items

3.1 Aquatic Facility

RESOLUTION #133/20

Councillor Wheeler moved that Council directs Administration to move forward with the construction of a new Aquatic Facility as presented in the Validation Report.

Ms. Driessen noted that according to the Validation Report Council would move forward with Option 4 that includes 8 lanes, and a future water slide.

Councillor Wheeler accepted the friendly amendment.

CARRIED

4.0 Adjournment

Mayor Doerksen adjourned the meeting at 1:57 p.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER



Meeting Minutes

THOSE PRESENT:

Mayor Doerksen
Councillor Ballas
Deputy Mayor Dodds
Councillor Gammana
Councillor Wheeler
Councillor Peebles
Winston Rossouw, CAO
Debbi Weber, Assistant CAO
Jennifer Stone, Intergovernmental
Relations & Communications
Bree Motkoski, Records Management
Clerk

Lowani Mubanga, Planning &
Development Officer
Matt Ellis, Senior Planner & Assistant
Director of Emergency Management
Abdulrahman Mogbonjubola, Intermediate
Systems & Network Analyst
Members of the Public

Absent:

Councillor McGee

1.0 CALL TO ORDER

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

2.0 Adoption of Agenda

RESOLUTION #134/20

Councillor Gammana moved to adopt the Agenda for the September 2, 2020, Special Meeting of Council, as presented.

CARRIED

Councillor Wheeler entered the meeting at 9:13 a.m.

3.0 Decision Items

3.1 Discretionary Use & Variance at 5625 & 5621 63 Street. Development Permit Application DV20-028

RESOLUTION #135/20

Councillor Gammana moved that Council approves Development Permit DV20-028 with the recommended conditions (see Attachment 8-Draft DV20-028).

CARRIED

4.0 Adjournment

Mayor Doerksen adjourned the meeting at 9:16 a.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Town of Drayton Valley

Proclamation

International Day of Older Persons

October 1, 2020

- WHEREAS** the Town of Drayton Valley recognizes and values the experience, contributions, and wisdom of seniors; and
- WHEREAS** the declaration of International Day of Older Persons would give us the opportunity to build greater awareness, understanding and appreciation of seniors; and
- WHEREAS** an International Day of Older Persons will stand as an important annual occasion to celebrate the strength and community connections of seniors in our province;
- NOW THEREFORE** I, Michael Doerksen, Mayor of the Town of Drayton Valley, do hereby proclaim October 1, 2020, as “International Day of Older Persons” in the Town of Drayton Valley.

DATED at the Town of Drayton Valley,
in the Province of Alberta,
this 16th day of September, 2020.

Michael Doerksen, Mayor





Town of Drayton Valley

Delegation Request Form

Name(s): Lola Strand
 Organization: Drayton Valley and District FCSS
 Contact Number: -2204 Contact E-mail: lcss@draytonvalley.ca
 Mailing Address: _____

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

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

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

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

2019 FCSS Annual Report

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: | Letter to Premier of Alberta requesting more support from Alberta Works and Alberta Health Services Addictions and Mental Health |
| MEETING: | September 16, 2020 Regular Meeting of Council |
| PRESENTED BY: | Lola Strand FCSS Program Manager |

1. PROPOSAL AND BACKGROUND:

In early April 2020, the Homelessness and Poverty Reduction Team was contacted by the department of Housing Homelessness within the Ministry of Community and Social Services and asked to expand and extend our Community Mat Program due to the public health crisis caused by Covid-19. Specifically, we were asked to extend the program past our planned end date of April 30 to the end of June. We were also asked to expand our existing nightly program from 10 to 24 hours a day. Although the objective of the program was to provide the homeless with shelter, an additional outcome that we were reporting to our funders was the provision of additional services for clients in our program. The most critical of these services included access to funding for necessities through Alberta Works, as well as access to mental health and addictions services through Alberta Health Services Addictions and Mental Health.

For the duration of the shelter program, most offices including Alberta Works and Alberta Health Services Addictions and Mental Health were closed due to the Covid-19 pandemic. Outreach services to provide additional supports to our clients were not made available and services were only available online. Accessing support online can be very difficult for homeless individuals as most do not have the technology necessary to access those services. This made providing additional supports to our clients very challenging during the shelter program.

The Homelessness and Poverty Reduction Team has made a motion requesting that Council send a letter communicating the need for more support from Alberta Works and Alberta Health Services Addictions and Mental Health to shelter programs to provide additional services to clients. Support to access services through in-person outreach or by providing technology to access online services would help to ensure homeless individuals get the services they need during the Covid-19 pandemic. This letter would be addressed to the Premier of Alberta, as well as the Minister for Community and Social Services, Rajan Sawhney, Minister for Health, Tyler Shandro, and our local MLA Mark Smith.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

This request has no budgetary implications.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

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

| | | |
|-------------------------|-----|--|
| Other Plans or Policies | Yes | Town of Drayton Valley and Brazeau County Social Development Plan: Goal: High quality medical, emergency and protective services are delivered within Drayton Valley and Brazeau County. Goal: Drayton Valley and Brazeau County is a safe community. Goal: All residents in the community have a place to live. |
|-------------------------|-----|--|

4. POTENTIAL MOTIONS:

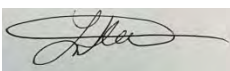

- A. That Council approve the letter requesting more support from Alberta Works and Alberta Health Services Addictions and Mental Health as written and send to Premier Kenney, with copies being sent to Minister of Health Tyler Shandro, Minister for Community and Social Services Rajan Sawhney, and our local MLA Mark Smith.
- B. That Council move to amend the letter requesting more support from Alberta Works and Alberta Health Services Addictions and Mental Health as follows _____ and send to Premier Kenney, with copies being sent to Minister of Health Tyler Shandro, Minister for Community and Social Services Rajan Sawhney, and our local MLA Mark Smith
- C. That Council send the letter requesting more support from Alberta Works and Alberta Health Services Addictions and Mental Health as written to an amended list of addressees as follows: _____.
- D. That Council decline sending any letter regarding the lack of supports provided by provincial agencies to the Community Mat Program during the public health crisis caused by Covid-19.

5. RECOMMENDATION

Endorse and send letter to Premier Jason Kenney, Premier of Alberta, as well as the Minister for Community and Social Services, Rajan Sawhney, Minister for Health, Tyler Shandro, and our local MLA Mark Smith.

6. ATTACHMENTS:

- 1. Draft Letter to Premier Kenney

| | | | |
|---------------------|---|--------------|---|
| REPORT PREPARED BY: |  | REVIEWED BY: |  |
| APPROVED BY: |  | | |

September 16, 2020

The Honourable Jason Kenney
Premier of Alberta
Office of the Premier
307 Legislature Bldg
10800-97 Avenue
Edmonton, AB T5K 2B6

Dear Premier Kenney,

On behalf of the Town of Drayton Valley, I would like to recognize your government's efforts to working with communities to align solutions and outcomes around issues pertaining to poverty and homelessness. This commitment has extended itself through the current public health crisis created by Covid-19. We were very grateful to for the opportunity to extend and expand our seasonal Community Mat Program with funding from the Government of Alberta.

In early April 2020, we were one of a handful of rural organizations contacted by the department of Housing and Homelessness Supports within the Ministry of Community and Social Services and asked if we would be willing and able to support homeless individuals in our community during the pandemic. In the context of our community this meant extending and expanding our seasonal Community Mat Program. The aim of this expansion was to ensure that all community members had a safe place to stay, as it is very difficult follow the advice of the Chief Medical Officer to stay home as much as possible if one does not have a home. Specifically, we were asked to extend the program past our planned end date of April 30 to the end of June. We were also asked to expand our existing nightly program from 10 hours to 24 hours a day. We opened our 24/7 shelter program on April 20, 2020.

Although the objective of the program was to provide the homeless with shelter, an additional outcome that we were aiming for was to provide additional services for clients in our program. The most critical of these services include access to funding for necessities through Alberta Works, as well as access to mental health and addictions services through Alberta Health Services Addictions and Mental Health. For the duration of the shelter program, most offices including Alberta Works and Alberta Health Services Addictions and Mental Health were closed due to the Covid-19 pandemic. Outreach services to provide additional services to our clients were not made available and services were only available online. Accessing services online can be very difficult for homeless individuals as most do not have the technology necessary to access those services. This made providing additional supports to our clients very challenging during the shelter program.

The Honourable Premier Jason Kenney
September 16, 2020
Page 2

The purpose of this letter is to commend your government's continued commitment to ending homelessness and to encourage you to commit your Ministries and government agencies to more support from Alberta Works and Alberta Health Services Addictions and Mental Health to shelter programs to provide additional services to clients. Support to access services through in-person outreach or by providing technology to access online services would help to ensure homeless individuals get the services they need during the Covid-19 pandemic.

I would also respectfully encourage your officials to contact Lola Strand at Drayton Valley and District FCSS to discuss the steps we and many other rural Alberta municipalities are already taking to address homelessness during Covid-19 and ways in which the Government of Alberta can support their efforts. She may be reached by phone at 780-514-2204 or by email at fcss@draytonvalley.ca

Sincerely,

Michael Doerksen
Mayor of the Town of Drayton Valley

cc: The Honourable Rajan Sawhney, Minister of Community and Social Services
The Honourable Tyler Shandro, Minister of Health
Mr. Mark Smith, MLA Drayton Valley-Devon

TOWN OF DRAYTON VALLEY

REQUEST FOR DECISION



| | |
|----------------------|--|
| SUBJECT: | Aquatic Centre Sponsorship Package |
| MEETING: | September 16, 2020 Regular Meeting of Council |
| PRESENTED BY: | Annette Driessen, General Manager of Community Services |

1. PROPOSAL AND BACKGROUND:

Over the past year a local group of volunteers, the Drayton Valley Brazeau Aquatic Committee, has been involved in the planning of a fundraising campaign to secure funds from a variety of sources to assist in the capital construction of a new aquatic facility. This committee has been active in applying to a number of grant sources while preparing a sponsorship program for distribution to the community once the project received approval to proceed.

With Town Council's announcement to have the Aquatic Centre move forward into final design and construction, the Committee is ready to distribute its sponsorship package. Town Council had the opportunity to view the sponsorship package at a Governance and Priorities meeting held on March 18, 2020.

The Committee, through Town Administration, is requesting official approval of the Sponsorship Package by Town Council.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

The Sponsorship Package is designed to secure sponsorships and donations for the new aquatic centre. Secured funding for the anticipated project cost of \$21,241,319 currently sits at \$18,154,836, leaving \$3,086,483 remaining to be raised. The submissions to CFEP and Parkland County would contribute a total of \$1,448,191.83 if they are approved, thereby reducing the remaining funds to be raised to \$1,638,291.17. The naming opportunities noted in the Sponsorship Package would generate a total of \$1,380,000 with payments over five years. This does not include individual donations.

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 | Yes | <p>The Municipal Development Plan, through its objectives sets out to reach the following goals:</p> <ul style="list-style-type: none"> • Building on the amenities that the Town already has, by building a new aquatic centre, agriplex, a skateboard park and off-leash dog park; • Recreation service, reflected in reserve policies and facility expansions; and • New or expanded |

| | | |
|---|-----|---|
| | | recreational facilities should be considered as additions to the Omniplex when feasible. Such projects may include an aquatic facility, indoor soccer facilities, and an agriplex. |
| Sustainability Vision 2019-2021 | Yes | <p>The 2019 - 2021 Sustainability Vision, through its objectives sets out to achieve the following goals:</p> <ul style="list-style-type: none"> • Under the Heading Innovative and Infrastructure – GHG Reduction/Carbon Footprint; and • Under the Heading Stewardship – Sponsors and Partnerships. |
| Town of Drayton Valley Strategic Plan 2019-2021 | Yes | <p>The 2019 - 2021 Strategic Plan, through its objectives sets out to achieve the following goals:</p> <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 | <p>The Social Development Plan, through its objectives, sets out to achieve the following goals:</p> <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 facilities include family change rooms and provide appropriate signage to compensate for disparities in literacy and languages; and • A joint municipal plan for the establishment of a new |

| | | |
|--|--|---|
| | | <p>aquatic facility is adopted.</p> <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. |
|--|--|---|

4. POTENTIAL MOTIONS:




- A. That Council approve the Drayton Valley Brazeau Aquatic Centre Sponsorship Package as presented.
- B. That Council approve the Drayton Valley Brazeau Aquatic Centre Sponsorship Package with the following changes: _____.
- C. That Council not approve the Drayton Valley Brazeau Aquatic Centre Sponsorship Package as presented.

5. RECOMMENDATION

That Council approve the Drayton Valley Brazeau Aquatic Centre Sponsorship Package as presented.

6. ATTACHMENTS:

1. Aquatic Facility Sponsorship Package
2. Aquatic Facility Contribution Form

| | | | |
|---------------------|---|--------------|---|
| REPORT PREPARED BY: |  | REVIEWED BY: |  |
| APPROVED BY: |  | | |

Drayton Valley - Brazeau AQUATIC CENTRE



THE COMMUNITY

For the past twelve years, the Drayton Valley and Brazeau community has had its focus on the establishment of a new aquatic centre. The existing Park Valley Pool has exceeded its life expectancy and, although it is being well-maintained, this facility is encountering physical issues and no longer serves the community's needs.

With a combined population of over 15,000, the Town of Drayton Valley and Brazeau County are working cooperatively to build a new aquatic centre to serve all residents. Recognizing the significant capital funds required for a new aquatic centre, the two municipalities have put in tremendous efforts to plan this project; from minimizing capital expenditures, designing energy efficiencies, and minimizing operating expenditures. All of this while designing a facility that provides the community with a fun, attractive and purposeful aquatic centre.

An aquatic centre that teaches children and adults life-saving skills, and offers a place to exercise and recreate is essential to our community's quality of life. Communities often look to its recreation facilities to attract new business and families into their community. A new aquatic centre will allow our community to expand its programming, and attract competitions that benefit the entire community.

The new aquatic centre project has been guided by a full team of contractors and consultants that have worked together in a "Big Room" setting. This "Big Room" concept is part of the Integrated Project Delivery (IPD) process used to develop the aquatic centre plans. Drayton Valley has been applauded for taking this approach as it creates optimal certainty on design and cost.

The need for a new aquatic centre has been well documented. The task now is in turning that desire into action.

WE ARE THIS CLOSE



| | | | | |
|--|----|------------|----|------------------|
| CAPITAL BUDGET | \$ | 21,241,319 | \$ | 21,241,319 |
| Town of Drayton Valley Contribution | \$ | 5,000,000 | | |
| Brazeau County Contribution | \$ | 5,000,000 | | |
| Investing in Canada Infrastructure Program | \$ | 7,584,956 | | |
| Corporate Donations Confirmed | \$ | 305,217 | | |
| Capital Revenue | \$ | 264,663 | | |
| | | | \$ | 18,154,836 |
| Remaining Funds Required: | | | \$ | 3,086,483 |

DRAYTON VALLEY AND BRAZEAU AQUATIC CENTRE

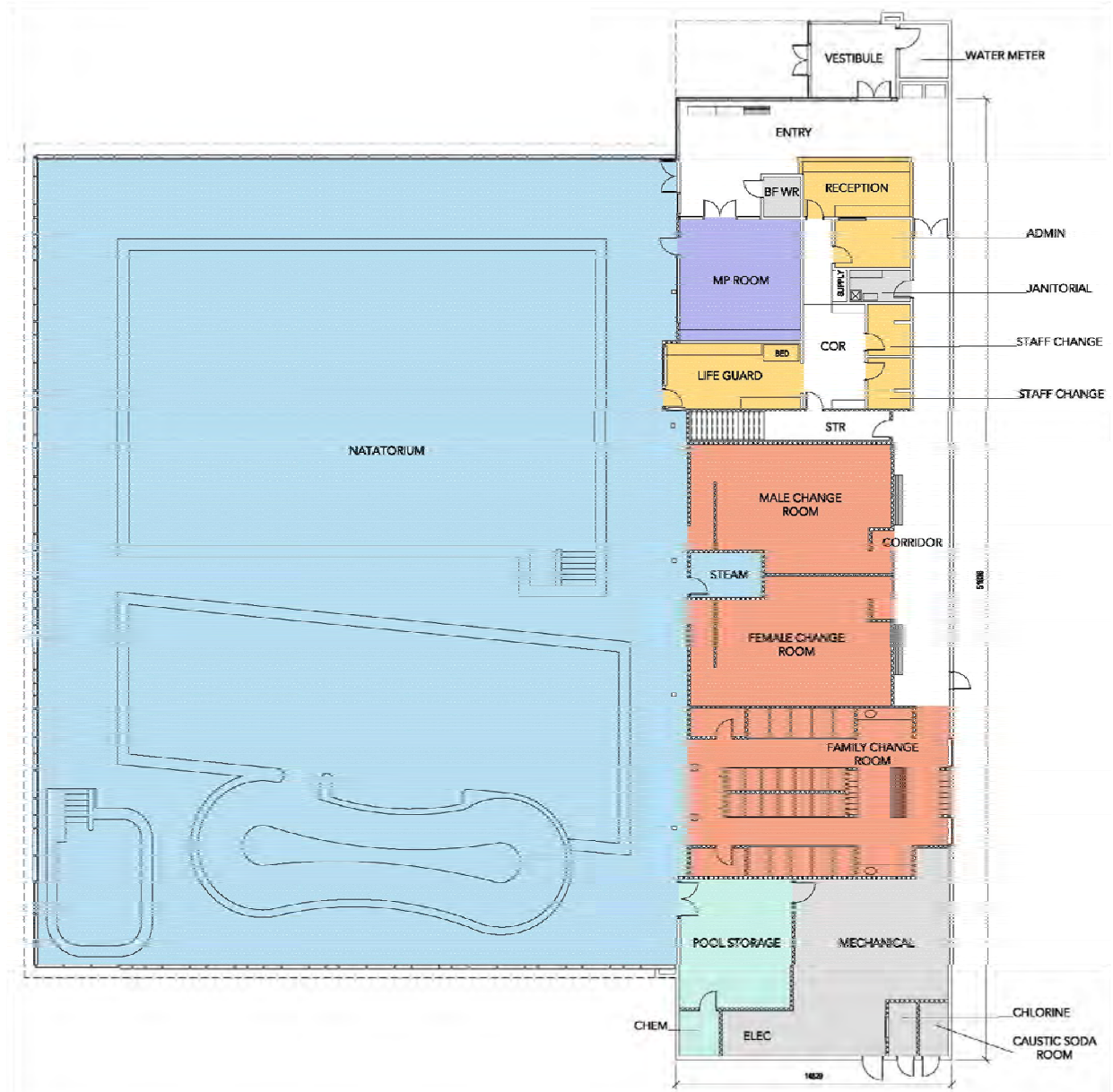
The new Aquatic Centre is designed to include the following features and amenities:

- 8 lane, 25 metre main pool with climbing wall;
- Leisure Pool with spray features;
- Lazy River;
- Hot Tub;
- Steam Room;
- Male and Female Change Rooms;
- Family (Universal) Change Rooms;
- Multi-purpose room; and
- Infrastructure for a future waterslide.

The Centre will offer opportunities for a variety of activities, including:

- Swimming Lessons;
- Aquasize Classes;
- Boating Safety;
- Leisure Swims;
- All-day Lane Swimming;
- Rehabilitative Programs;
- Competitive Swim Meets; and
- Water Sports.

The Aquatic Centre will support healthy, active lifestyles. It will also provide opportunities for families to enjoy time together and connect with the community.



ANTICIPATED BENEFITS

- Increased annual attendance from 86,000 in current pool to projected 116,600 visits in new aquatic centre.
- Increased swimmer satisfaction as the separate tanks will allow warmer temperatures for the leisure pool users and cooler temperatures for the competition tank users.
- Increased economic activity as local businesses and retailers provide services and products for the increased number of users of the aquatic centre.
- Increased community growth as the Drayton Valley community will raise its prominence as a community of choice.

SPONSORSHIP

This facility will belong to everyone, and we want everyone to experience that connection. Sponsorship, therefore, is more than a name strategically placed. Sponsorship is about building relationships, and we want all sponsors to feel they are a part of the life of this Aquatic Centre.

Sponsors will be given opportunities to be actively engaged in the activities and programs of the Aquatic Centre. This can take many forms, from company free swims, to giving the opening welcome at a swim competition, to helping to host a special event. Sponsors will know that their contributions have a lasting impact.

The new Aquatic Centre is estimated at a capital cost of \$21,241,000. Half of this cost has been covered through municipal funds through the Town of Drayton Valley and Brazeau County.

An additional federal grant of \$7,584,956 has been awarded through the Investing in Canada Infrastructure Program.

External funding in the form of grants, donations, and sponsorships will be necessary to make this project a reality. The community has been working with the Town of Drayton Valley to access several grant programs. Earlier fundraising and reserves have generated \$569,880.

The goal for community sponsorship is \$3 Million.

This facility represents an opportunity for local individuals, businesses and industries to support their community, raise their profile, promote themselves and receive lasting recognition by becoming a sponsor.

There is an opportunity to have the Drayton Valley Brazeau Aquatic Centre named after a major contributor (the facility sponsor). There are also numerous other naming opportunities available within the Centre.

The making of a legacy . . .

SPONSORSHIP

1. Aquatic Centre

AQUATIC CENTRE NAMING RIGHTS/ENTRANCE SIGN

One sponsorship is available for a 10 year term, structured with an annual payment of \$100,000 per year over a five year term.

Includes major sign development, exposure in all facility media and site literature, site exposure (sponsor plaque), name recognition and road exposure, etc.

With an anticipated 116,600 visits to the Aquatic Centre every year, the Aquatic Centre sponsor will have tremendous exposure. The Sponsor will also be given the opportunity to help design how its owners and employees can be an active part of the annual programs and activities of the Aquatic Centre.

Sponsorship Benefits:

- Signage incorporated into design;
- Signage incorporated into related literature;
- Recognition at Grand Opening;
- Opportunity to deliver Key Address at Grand Opening;
- 4 company bookings per year; and
- Opportunity to deliver welcome address at swim competition.



2. Main Pool

NAMING RIGHTS TO THE 25 METRE, EIGHT LANE MAIN POOL

One sponsorship is available for a 10 year term, structured with an annual payment of \$20,000 per year over a five year term.

Sponsorship Benefits:

- Signage incorporated into design;
- Signage incorporated into related literature;
- Recognition at Grand Opening;
- 2 company bookings per year; and
- Opportunity to participate in special pool events.

SPONSORSHIP

3. Leisure Pool

NAMING RIGHTS FOR THE LEISURE POOL

One Sponsorship is available for a 10 year term, structured with an annual payment of \$20,000 per year over a five year term.

The Leisure Pool is the ideal setting for family play time as well as for swimming lessons for young children. The Leisure Pool includes a zero entry design and water spray features.

Sponsorship Benefits:

- Signage incorporated into design;
- Signage incorporated into related literature;
- Recognition at Grand Opening;
- 2 company bookings per year; and
- Opportunity to be showcased and to participate in special events held in the Leisure Pool.



4. Lazy River

NAMING RIGHTS FOR THE LAZY RIVER

One sponsorship is available for a 10 year term structured with an annual payment of \$15,000 per year over a five year term.

The Lazy River offers a fun water experience for all ages. Fitness enthusiasts will use the Lazy River as a resistance training venue.

Sponsorship Benefits:

- Signage incorporated into design;
- Signage incorporated into related literature;
- Recognition at Grand Opening;
- 1 company booking per year; and
- Opportunity to be showcased and to participate in special events held in the Lazy River.



SPONSORSHIP

5. Climbing Wall

NAMING RIGHTS FOR THE CLIMBING WALL

One Sponsorship is available for a 10 year term, structured with an annual payment of \$10,000 per year over a five year term.

The Climbing Wall extends over the deep end of the Main Pool, and is an attraction for those seeking fun or fitness.

Sponsorship Benefits:

- Signage incorporated into design;
- Signage incorporated into related literature;
- Recognition at Grand Opening;
- One company booking per year; and
- Opportunity to be showcased and to participate in special events held in the Centre.



6. Water Slide

NAMING RIGHTS FOR THE WATER SLIDE

One sponsorship is available for a 10 year term structured with an annual payment of \$50,000 per year over a five year term.

The Water Slide is a future build for the Aquatic Centre until appropriate funding/sponsorship is secured. Popular in Aquatic Centres everywhere, a water slide is an exciting attraction for family fun.

Sponsorship Benefits:

- Signage incorporated into design;
- Signage incorporated into related literature;
- Recognition at Grand Opening;
- 2 company bookings per year; and
- Opportunity to be showcased and to participate in special events held in the Centre



SPONSORSHIP

7. Hot Tub

NAMING RIGHTS FOR THE HOT TUB

One Sponsorship is available for a 10 year term, structured with an annual payment of \$15,000 per year over a five year term.

The Hot Tub provides health benefits to those needing physical rehabilitation, in addition to its use as a leisure amenity.

Sponsorship Benefits:

- Signage incorporated into design;
- Signage incorporated into related literature;
- Recognition at Grand Opening;
- 1 company booking per year; and
- Opportunity to be showcased and to participate in special events held in the Centre.



8. Steam Room

NAMING RIGHTS FOR THE STEAM ROOM

One Sponsorship is available for a 10 year term, structured with an annual payment of \$15,000 per year over a five year term.

The Hot Tub provides health benefits to those needing physical rehabilitation, in addition to its use as a leisure amenity.

Sponsorship Benefits:

- Signage incorporated into design;
- Signage incorporated into related literature;
- Recognition at Grand Opening;
- 1 company booking per year; and
- Opportunity to be showcased and to participate in special events held in the Centre.



SPONSORSHIP

9. Multi-Purpose Room

NAMING RIGHTS FOR THE MULTI-PURPOSE ROOM

One Sponsorship is available for a 10 year term, structured with an annual payment of \$15,000 per year over a five year term.

The Multi-Purpose Room will be available for private rentals, birthday parties, and dryland training and lessons. The Multi-Purpose Room caters to a multitude of users.

Sponsorship Benefits:

- Signage incorporated into design;
- Signage incorporated into related literature;
- Recognition at Grand Opening;
- One annual free rental of Multi-Purpose Room; and
- Opportunity to be showcased and to participate in special events held in the Centre.



SPONSORSHIP OPPORTUNITIES

The following sponsorships are also available:

- | | |
|---|-----------|
| • Natatorium viewing deck | \$ 15,000 |
| • Men's change-room | \$ 15,000 |
| • Women's change-room | \$ 15,000 |
| • Universal (family) change-room | \$ 15,000 |
| • Aquatic Centre Storage Room | \$ 10,000 |
| • Aquatic equipment (eg. Paddle boards aqua steps, aqua bikes) | \$10,000 |

One sponsorship is available for a five year term for each opportunity above, structured as a one time payment in the first year.

Sponsorship Benefits:

- Sponsor name located at room entrance or on a product.
- Sponsor name incorporated into related literature.
- Recognition at Grand Opening.
- Opportunity to participate in special events held in the Centre.

As the Aquatic Centre project develops, additional sponsorship opportunities may present themselves. Please contact us to discuss alternate ways to contribute.

INDIVIDUAL DONATIONS

Donations are welcome from individuals, families, and businesses. All donations will be dedicated to the construction of the new aquatic facility.

WHY DONATE?

- be a part of bringing this facility to life for our community
- know that important life-saving skills are being taught to the children of this community
- show your pride in strengthening our community
- be recognized on the Donor Wall which will be located in the new aquatic facility

DONATION LEVELS

| | |
|----------------|----------------------|
| PLATINUM | \$100,000 and over |
| GOLD | \$55,000 to \$99,999 |
| SILVER | \$10,000 to \$49,999 |
| BRONZE | \$1,000 to \$9,999 |
| AQUATIC FRIEND | \$500 to \$999 |

All donations are welcome. Any donations over \$20.00 will receive a tax receipt from the Town of Drayton Valley.

(only donations over \$1,000 will be recognized on the Donor Wall)

For further information, please contact us at:

Email: dvbaquatic@gmail.com

Phone: 780.514.2232

Mailing Address: Attn: Community Aquatic Committee
Box 6837
Drayton Valley, AB T7A 1A1



DRAYTON VALLEY BRAZEAU AQUATIC CENTRE

SPONSORSHIP FORM

Sponsor's Name: _____

Contact Name: _____ Title/Position: _____

Mailing Address: _____

Email: _____ Phone: () _____ - _____ Work: ☐ Cell: ☐

TOTAL SPONSORSHIP CONTRIBUTED \$ _____

DATE OF PLEDGE (mm/dd/yyyy): _____

PAYMENT ENCLOSED WITH CONTRIBUTION FORM Yes ☐ No ☐

For all corporate sponsors contributing, please email the print-ready PMT of your company logo to: csadmin@draytonvalley.ca

Make cheques payable to: Town of Drayton Valley-Aquatic
PO Box 6837, 5120 - 52nd Street
Drayton Valley, AB T7A 1A1

☐ Cheque No. _____ ☐ Cash

Please state the precise corporate or family name in the way that you wish to have it appear on the sponsorship sign and other materials:

(PLEASE NOTE: space and/or wording limitations apply)

The Aquatic Facility Committee wishes to recognize all contributors by name and by the level of contribution. However, we respect the desire of any contributor to limit publicity or remain anonymous. Please indicate your approval for being recognized in:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Event Promotional Material: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. On-Site Sponsor Wall: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Local Newspaper "Thank You" Ad: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. CIBC FM Big West Country: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Social Media (eg. Website, Facebook): | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Contact Signature: _____ Print Name: _____

SPONSORSHIP LEVELS

1. NAMING:

| | |
|--------------------|-----------|
| Aquatic Centre | \$500,000 |
| Waterslide | \$250,000 |
| Competition Pool | \$100,000 |
| Leisure Pool | \$100,000 |
| Lazy River | \$75,000 |
| Hot Tub | \$75,000 |
| Steam Room | \$75,000 |
| Multi-Purpose Room | \$75,000 |
| Climbing Wall | \$50,000 |

2. OTHER SPONSORSHIPS:

| | |
|---|----------|
| Natatorium Viewing Deck | \$15,000 |
| Men's Change Room | \$15,000 |
| Women's Change Room | \$15,000 |
| Universal (Family) Change Room | \$15,000 |
| Aquatic Centre Storage Room | \$10,000 |
| Aquatic Equipment (eg. Paddle Boards, Aqua steps, Aqua Bikes) | \$10,000 |

3. DONATIONS *

| | |
|----------------|---------------------|
| Platinum | \$100,000 and over |
| Gold | \$50,000 - \$99,999 |
| Silver | \$10,000 - \$49,999 |
| Bronze | \$1,000 - \$9,999 |
| Aquatic Friend | \$500 - \$999 |

* Donations will be issued a tax receipt

OUR SINCERE
THANKS FOR YOUR
GENEROUS SUPPORT

TOWN OF DRAYTON VALLEY

REQUEST FOR DECISION

DRAYTON VALLEY



| | |
|----------------------|---|
| SUBJECT: | Housing Reserve Funds for Improvements |
| MEETING: | September 16, 2020 Regular Meeting of Council |
| PRESENTED BY: | Annette Driessen General Manager of Community Services |

1. PROPOSAL AND BACKGROUND:

The Town of Drayton Valley owns 26 affordable housing units. The management of the units is completed by an external entity and Town Administration monitors the management agreement. Surplus funds generated by the rental income are calculated each year and deposited into a Housing Reserve. The current Housing Reserve sits at \$60,027.38.

During the 2020 Budget discussions with Council, Administration noted that repairs were required at the Cadence Court housing units to eliminate a major humidity concern. Administration conducted research into the optimal manner in which to resolve these concerns, leading to a proposal to install fans with humidity sensing technology in each unit. The procurement process resulted in one submission to complete the required work at a cost at \$12,596.

As the Housing Reserve has been established to complete major improvements to the affordable housing units, Administration is requesting approval from Town Council to allocate the required funds from the Housing Reserve to complete the work.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

The Town of Drayton Valley maintains a Housing Reserve to address asset improvements or acquisitions. Adequate funding is available in the Housing Reserve to complete this work.

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 Town of Drayton Valley Strategic Plan 2019-2021 through its objectives, sets out to achieve the following goal: <ul style="list-style-type: none"> Dedicate resources to infrastructure as an investment, not an afterthought. |
| Other Plans or Policies | Yes | The Social Development Plan through its objectives, sets out to achieve the following goal: <ul style="list-style-type: none"> All residents in the community have a safe and comfortable place to live. |




4. POTENTIAL MOTIONS:

- A. That Council approve the transfer of funds in the amount of \$12,596 plus GST from the Housing Reserve to operations to complete the necessary work.
- B. That Council not approve the transfer of funds in the amount of \$12,596 plus GST from the Housing Reserve to operations.
- C. That Administration provide further information for presentation at a subsequent Council meeting.

5. RECOMMENDATION

That Council approve the transfer of funds in the amount of \$12,596 plus GST from the Housing Reserve to operations to complete the necessary work.

6. ATTACHMENTS:

| | | | |
|---------------------|---|--------------|---|
| REPORT PREPARED BY: |  | REVIEWED BY: |  |
| APPROVED BY: |  | | |

TOWN OF DRAYTON VALLEY

REQUEST FOR DECISION

DRAYTON VALLEY



| | |
|----------------------|---|
| SUBJECT: | 2020 Recreation Cost-Sharing Agreement |
| MEETING: | September 16, 2020 Regular Meeting of Council |
| PRESENTED BY: | Annette Driessen General Manager of Community Services |

1. PROPOSAL AND BACKGROUND:

In recognition of the recreation facilities within the greater community that serve both County and Town residents, the Municipal Councils of the Town of Drayton Valley and Brazeau County have entered into a Recreation Cost-Sharing Agreement. Over the past several months, the Drayton Valley Brazeau Recreation Board has been working to revise the agreement to reflect a more accurate financial accounting, as well as to determine the cost-sharing commitments from the two municipalities.

At the last regular meeting of the Drayton Valley Brazeau Recreation Board, the following resolution was passed:

"Motion by Councillor Ballas that the Recreation Board recommend the Recreation Cost-Sharing Agreement for 2020 based on the attached financials showing the \$1,046,141.00 to both Councils for approval, and further, that the joint Recreation Board shall investigate how increased efficiencies and increased revenues will occur."

The Recreation Cost-Sharing Agreement is a one-year agreement, to be renewed each year based on the previous year's financial year-end. The agreement includes the cost-sharing commitment from the Town to the County for the Brazeau Sports Park and the County's cost-sharing commitment to the Town for the Omniplex, the Park Valley Pool, and regional outdoor recreation facilities.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

The Recreation Cost-Sharing Agreement includes a contribution of \$6,650.00 from the Town of Drayton Valley to the County for the Brazeau Sports Park and a contribution of \$1,046,141.00 from Brazeau County to the Town for the Omniplex, Park Valley Pool, and regional outdoor recreation facilities.

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 Town of Drayton Valley Strategic Plan 2019-2021 through its objectives, sets out to achieve the following goal: <ul style="list-style-type: none"> Dedicate resources to infrastructure as an investment, not an afterthought. |

| | | |
|-------------------------|-----|--|
| Other Plans or Policies | Yes | <p>The Social Development Plan through its objectives, sets out to achieve the following goal:</p> <ul style="list-style-type: none"> • Work collaboratively to offer a variety of recreation programs, services, and facilities for all residents. |
|-------------------------|-----|--|

4. POTENTIAL MOTIONS:




- A. That Council approve the 2020 Recreation Cost-Sharing Agreement as presented.
- B. That Council request the following information from the Recreation Board for consideration at a future Town Council meeting.
- C. That Town Council not approve the Recreation Cost-Sharing Agreement.

5. RECOMMENDATION

That Council approve the 2020 Recreation Cost-Sharing Agreement as presented.

6. ATTACHMENTS:

1. Recreation Cost-Sharing Agreement
2. 2019 Financial Summary

| | | | |
|---------------------|---|--------------|---|
| REPORT PREPARED BY: |  | REVIEWED BY: |  |
| APPROVED BY: |  | | |

THIS AGREEMENT MADE EFFECTIVE THE 1ST DAY OF JANUARY, 2020.

BETWEEN:

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

and

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

WHEREAS:

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

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

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

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

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

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

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

County _____
Town _____

THE PARTIES AGREE AS FOLLOWS

ARTICLE 1.0 DEFINITIONS

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

County _____
Town _____

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

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

ARTICLE 2.0 PURPOSE AND SCOPE OF AGREEMENT

Purpose and Scope of Recreation Agreement

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

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

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

ARTICLE 3.0 TERM AND AMENDMENTS TO THIS AGREEMENT

Term

- 3.1. The term of this Recreation Agreement commences on January 1, 2020 and expires December 31, 2020 unless terminated earlier in accordance with Article 6.
- 3.2. The Parties agree that at the expiry of the initial term, this Agreement shall be automatically renewed for an additional one (1) year term, provided that the Parties:
 - 3.2.a. have conducted a formal review of the Recreation Agreement pursuant to Article 3.5.;
 - 3.2.b. have agreed upon the Facilities to be covered by the Agreement and the cost-sharing provisions; and

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

Amendments to this Recreation Agreement

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

Formal Review of this Recreation Agreement

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

ARTICLE 4.0 FUNDING AND COST-SHARING

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

Capital Costs

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

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

User Fees

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

Joint Cost-Sharing of Facilities

- 4.7. Recognizing that the Town incurs Operating Costs for the operation of its Facilities, the County agrees to pay the Town an annual contribution of \$ 1,046,141.00 , plus GST, for the Town's Net Operating Costs, based on the August, 2020 review of the 2019 Operating Costs for the Facilities and Services, as provided for in Article 4.11.
- 4.8. Recognizing that the County incurs Operating Costs for the operation of its Facilities, the Town agrees to pay the County an annual contribution of \$ 6,650.00 , plus GST, for the County's Net Operating Costs based on the May, 2020 review of the 2019 Operating Costs, for the Facilities and Services.
- 4.9. The Parties agree to share the Operating Cost of jointly owned facilities which become governed by this Agreement on the basis of ownership percentage. As provided for in Article 2.5.a.,

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

Report and Payment

- 4.10. Starting in 2020, on the fifteenth day following the end of each Quarter, the County shall pay the Town one-quarter (1/4) of the contribution calculated in accordance with Article 4.7.
- 4.11. The Town shall pay the County its full yearly payment for 2019 no later than June 30, 2020.
- 4.12. No later than thirty (30) days after the last day of each Quarter, each Party shall provide the other Party a quarterly report which includes:
- 4.12.a. A trial balance for each sub-function, the purpose of which is to provide a listing and description of the costs and expenses of the Facilities including the amounts spent to date in the year.

Annual Operating Budget Submissions

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

Ownership of Assets and Resources Purchased under this Agreement

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

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

General Facility Operations and Maintenance Obligations

5.1. The Parties shall operate the Facilities:

5.1.a. in accordance with generally acceptable operating and maintenance standards for that Facility;

5.1.b. in an efficient and cost-effective manner; and

5.1.c. with due regard to the Facility Management Principles outlined in Schedule C.

County/Town Obligations

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

ARTICLE 6.0 DEFAULT AND TERMINATION OF THIS AGREEMENT

Notice of Default

6.1. If either Party believes that the other Party has failed to perform or observe any covenant contained in this Agreement that the Party is required to perform or observe, the Party not in default shall treat the default as a Concern and must follow the process under Article 4 of the IMCA.

6.2. If the default is a failure to pay in accordance with Article 4, the Party not in default shall provide notice to the other Party and request payment within thirty (30) days.

Termination of Recreation Agreement

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

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ARTICLE 7.0 GENERAL MATTERS

Conflicts

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

Schedules

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

Schedule A – IMCA – March 31, 2011

Schedule B – Regional Recreation and Cultural Facilities and Services

Schedule C – Facility Management Principles

Schedule D - Eleanor Pickup Arts Centre Joint Ownership Agreement

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Town _____

Whole Agreement

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

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

Signed this _____ day of _____, 20 ____.

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

Brazeau County
Box 77
Drayton Valley, AB T7A 1R1

Per: _____
Mayor Michael Doerksen

Per: _____
Reeve Bart Guyon

Per: _____
Winston Rossouw, CAO

Per: _____
Jocelyn Whaley, CAO

County _____
Town _____

SCHEDULE A INTERMUNICIPAL COOPERATION AGREEMENT, March 31, 2011

SCHEDULE "A"

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

BETWEEN:

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

and

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

RECITALS

WHEREAS:

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

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

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

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

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

THE PARTIES AGREE AS FOLLOWS

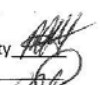

ARTICLE 1.0 DEFINITIONS

1.1. In this Agreement:

1.1.a. "Act" means the *Municipal Government Act*, R.S.A. 2000, c.M-26;

1.1.b. "Annexation Settlement Agreement" means the annexation settlement agreement signed by the Parties on November 15, 2010;

1.1.c. "Applicable Law" includes all public laws, statutes, codes, acts, orders, by-laws, rules, regulations, regulatory legislation, Governmental Consents, permits, binding policies

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

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

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

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

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

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

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

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

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

ARTICLE 2.0 SCOPE OF AGREEMENT AND ACKNOWLEDGEMENTS

Scope of Agreement

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

2.1.a. planning and development services;

2.1.b. economic development;

2.1.c. recreational services and facilities; and

2.1.d. water and wastewater services and infrastructure.

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

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

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

Acknowledgements

- 2.5. The Parties acknowledge that:

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

Parties to act honestly and reasonably

- 2.6. Each of the Parties agrees:

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

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

Warranty of authority

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

Further assurances

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

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

Government Funding

- 2.10. The Parties shall use their reasonable efforts to facilitate and obtain all available government funding support and funding assistance for the provision of joint infrastructure and service projects contemplated under articles 2.1 and 2.2.
- 2.11. The Parties shall
 - 2.11.a. aide each other and co-operate in carrying out the intent of the agreements contemplated in articles 2.1 and 2.2; and
 - 2.11.b. shall take all actions necessary to ensure the continued fulfillment of the intent and purpose of the agreements contemplated in articles 2.1 and 2.2.

ARTICLE 3.0 AGREEMENT ADMINISTRATION AND AMENDMENTS

- 3.1. The Parties agree that they shall formally review this Agreement every 5 years, with the first review in 2016 and the second review in 2021.
- 3.2. The agreements contemplated in articles 2.1 and 2.2 shall contain provisions specifically addressing the review period for each agreement.
- 3.3. The Parties shall use the process in Schedule A for the formal review of this Agreement and the agreements contemplated in articles 2.1 and 2.2.



Amendments to this Agreement

- 3.4. An amendment to this Agreement:
 - 3.4.a. requires the agreement of both Parties; and
 - 3.4.b. shall be in writing.

ARTICLE 4.0 DISPUTE RESOLUTION

Concern addressed by Chief Administrative Officers

- 4.1. If an issue of concern (a "Concern") arises between the Parties regarding any matter governed by this Agreement or any agreement contemplated under articles 2.1 and 2.2 :
 - 4.1.a. Either Chief Administrative Officer may provide a notice of Concern to the other Chief Administrative Officer.
 - 4.1.b. The Chief Administrative Officers shall meet and consult in good faith to attempt to resolve the Concern as soon as possible after receipt of the notice of Concern.

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

Concern addressed by Representatives of Parties

- 4.2. If the Chief Administrative Officers are not able to resolve the Concern within thirty (30) days of receipt of the notice of Concern referenced in article 4.1.a:
- 4.2.a. The representatives from each Party set out in article 4.2.b shall meet and consult in good faith to attempt to resolve the Concern as soon as possible.
- 4.2.b. The following representatives from each Party shall meet to discuss the Concern:
- 4.2.b.1. the Chief Administrative Officer;
- 4.2.b.2. the Chief Elected Official; and
- 4.2.b.3. the Deputy Chief Elected Official.
- 4.2.c. The quorum for a meeting to discuss a Concern is composed of the Chief Administrative Officer and one elected official from each Party. The Chief Elected Official and the Deputy Chief Elected Officials may send a delegate.
- 4.2.d. If the Concern is addressed to the reasonable satisfaction of the Party giving the notice (as confirmed by such Party in writing), the Concern shall be deemed to be cured and may not be the basis for further remedies.

Concern addressed by Councils of Parties

- 4.3. If the Parties' representatives listed in article 4.2.b. are not able to resolve the Concern within sixty (60) days of a Party's receipt of the notice of Concern referenced in article 4.1.a:
- 4.3.a. The Councils of each Party plus each Party's Chief Administrative Officers shall meet and consult in good faith to attempt to resolve the Concern as soon as possible.
- 4.3.b. The quorum for a meeting to discuss a Concern is composed of the Chief Administrative Officer and four elected officials from each Party.
- 4.3.c. If the Concern is addressed to the reasonable satisfaction of the Party giving the notice (as confirmed by such Party in writing), the Concern shall be deemed to be cured and may not be the basis for further remedies.

Mediation

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

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

ARTICLE 5.0 ARBITRATION

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

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

ARTICLE 6.0 DEFAULT, CONTINUATION AND TERMINATION OF THIS AGREEMENT

Notice of Default

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

Continuation of IMCA

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



Termination of IMCA

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

ARTICLE 7.0 PRIVACY LEGISLATION AND CONFIDENTIALITY

Recognition of duty to comply with privacy legislation

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

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

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

Confidentiality

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



Injunctive Relief Available

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

ARTICLE 8.0 INSURANCE AND INDEMNITY

Town and County to carry insurance

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

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- 8.1.b. standard automobile insurance, covering bodily injury (including death) and property damage in the amount of not less than \$2,000,000.00 (TWO MILLION DOLLARS) per accident or occurrence,
 - 8.1.c. non-owned automobile insurance covering bodily injury (including death) and property damage in the amount of not less than \$2,000,000.00 (TWO MILLION DOLLARS) per occurrence,
 - 8.1.d. all risk insurance covering direct physical loss or damage to the insured Party's equipment, inventory and stock in trade in an amount that is reasonable having regard for the obligations of the Parties under this Agreement, and
 - 8.1.e. such other insurance in amounts and upon terms agreed by the Parties, each acting reasonably.
- 8.2. The agreements contemplated under articles 2.1 and 2.2 shall each contain provisions dealing with:
- 8.2.a. waivers of subrogation; and
 - 8.2.b. which party shall bear any deductible.

Insurers that may be used

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

Evidence of insurance required



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

Duty to notify of cancellation, change etc.

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

Indemnity by the County

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

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

Indemnity by the Town

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

ARTICLE 9.0 FORCE MAJEURE

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

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

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

ARTICLE 10.0 GENERAL MATTERS

General

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

Agreement not to be interpreted as fettering statutory duties

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

Headings

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

Conflicts

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

Statute references

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

Inclusive terminology

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

Interpretation of Shall and May

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

Number



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

Gender

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

Contra Proferentum

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

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Schedules

10.11. The following Schedules form part of this Agreement:

Schedule A – Agreement Review Procedure

Schedule B – Arbitration Procedures

Severability

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

Severability and Enforceability



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

Whole Agreement

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

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

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

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

Modification and Changes

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

Availability of remedies

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

Waiver

- 10.18. To be effective, any waiver of a covenant under this Agreement or an agreement contemplated under articles 2.1 and 2.2 shall be in writing signed by the Party waiving the rights under that covenant.
- 10.19. A failure by a Party to insist on the strict performance of any covenant in this Agreement or an agreement contemplated under articles 2.1 and 2.2 in any one or more instances shall not be construed as a waiver or relinquishment of that covenant in a subsequent instance.

Governing law and attornment

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

Time

- 10.21. Time is of the essence under this Agreement.

Extensions or Abridgements of Time



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

Survival

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

No partnership or Joint Venture

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

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No agency

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

Notices

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

10.26.a. the Town at:

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

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

WITH A CONCURRENT COPY TO:

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

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

10.26.b. the County at:

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

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

WITH A CONCURRENT COPY TO:

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

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

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

10.27.a. properly addressed, and

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

Assignment



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

Enurement

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

Third Parties

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

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

Compliance with laws

10.31. Each Party shall:

10.31.a. comply with Applicable Laws, and

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


Counterparts


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

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

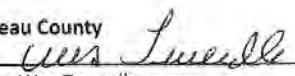
Executed by the Parties this 31st day of March 2011.

Town of Drayton Valley


Per: 
Mayor Moe Hamdon

Per: 
Manny Deol, CAO

Brazeau County

Per: 
Reeve Wes Tweedle

Per: 
Ron McCullough, CAO

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SCHEDULE A FORMAL REVIEW PROCESS FOR THE AGREEMENT

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

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SCHEDULE B ARBITRATION



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

Nature of the Dispute

3. The Party desiring to refer the Dispute for arbitration (the "Disputing Party") shall notify the other Party (the "Other Party") in writing of the details of the nature and extent of the Dispute.
4. Within fifteen (15) days of receipt of such notice, the Other Party shall, by written notice, advise the Disputing Party of all matters referred to in the initial notice which the Other Party takes issue.
5. The terms of reference for arbitration shall be those areas of Dispute referred to in the initial notice which remain in dispute.
6. The Parties shall have the power to obtain the assistance, advice or opinions of such engineers, surveyors, appraisers, or other experts as they may think fit to present to the arbitrator.

Selection of the Arbitrator

7. Immediately following the identification of the terms of reference, the Parties shall meet and attempt to appoint a single arbitrator.
 - a. If the Parties refuse to meet, or are unable to agree on a single arbitrator after having met, then the Disputing Party shall notify the Other Party, naming three (3) persons that the Disputing Party would accept to have as a single arbitrator.
 - b. If such a request is made, the Other Party shall respond in writing within five (5) business days of receipt of the request to arbitrate, either accepting one of the persons named by the Disputing Party or naming three (3) persons that the Other Party would accept to have act as single arbitrator.
 - c. If the Disputing Party finds one or more of the persons suggested as arbitrator acceptable, the Parties shall proceed to arbitration in accordance with Schedule B.
 - d. If the Disputing Party finds none of the arbitrators suggested by the Other Party acceptable, then within five (5) business days of receiving the list of persons, the Disputing Party shall respond in writing naming three (3) alternative persons that it would accept to have act as a single arbitrator.
 - e. The Other Party shall respond within a further five (5) business days.

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

Nature of the Dispute



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

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

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SCHEDULE B REGIONAL RECREATION AND CULTURAL FACILITIES AND SERVICES

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

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

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SCHEDULE C FACILITY MANAGEMENT PRINCIPLES

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

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SCHEDULE D ELEANOR PICKUP ARTS CENTRE JOINT OWNERSHIP AGREEMENT

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

BETWEEN:

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

OF THE FIRST PART

AND

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

OF THE SECOND PART

JOINT OWNERSHIP AGREEMENT

RECITALS

A. The Town and County are municipalities which wish to pursue mutual interests to benefit the residents of the municipalities;

B. The Town and County have entered into an Inter-municipal Cooperation Agreement dated March 31st, 2011;

C. The County has agreed to purchase and the Town has agreed to sell a one-half interest in certain lands and building located in the Town of Drayton Valley and municipally known as the Eleanor Pickup Arts Centre;

D. The Eleanor Pickup Arts Centre is maintained and operated by the Eleanor Pickup Arts Centre (hereinafter referred to as the "Society") in accordance with an agreement with the Town of Drayton Valley dated October 10th, 2013; and

E. The Town and County wish to enter into a joint ownership agreement for the purpose of jointly owning and leasing the Eleanor Pickup Arts Centre to the Society on terms consistent with the objects of the society.

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

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ARTICLE IDEFINITIONS

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

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

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

ARTICLE II

SCOPE OF JOINT OWNERSHIP

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

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

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

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

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

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

ARTICLE III

REPORTING

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

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

County _____
Town _____

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

3.04 Each report under section 3.01 shall include:

- 3.04.1 an assessment of the necessity and timing of any major repairs or maintenance for the Arts Centre that may be required based on a three year horizon having regard to any applicable Tangible Capital Asset policies of the Joint Owners;
- 3.04.2 a recommendation of the requirement for any Contribution or Additional Contribution, as the case may be;
- 3.04.3 an assessment of the compliance by the Society with the Lease, including whether there has been an act of default by the Society under the Lease;
- 3.04.4 a recommendation on whether notice of default or notice of termination should be given to the Society under the Lease;
- 3.04.5 an assessment of the continued viability of the Arts Centre;
- 3.04.6 in the event the Management Committee is directly operating and maintaining the Arts Centre and only for the report due by December 1st, a budget for the forthcoming calendar year; and
- 3.04.7 any further assessment or recommendation requested by a Joint Owner.

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

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

ARTICLE IV

MANAGEMENT OF THE LANDS

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

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

County _____
Town _____

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

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

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

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

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

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

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

4.04.4 Implement any joint written direction of the Joint Owners.

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

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

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

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

ARTICLE V

CONTRIBUTIONS

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

5.02 The Town has received benefit from the appraisal of the Lands obtained by the County from Shaske & Zeiner Appraisal Consultants Ltd. dated June 16, 2014, and accordingly, one-half of the \$3,622.82 cost of that appraisal (being \$1811.41) shall be deemed to be a Contribution already made by the County under this Agreement.

County _____
Town _____

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

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

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

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

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

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

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

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

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

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

County _____
Town _____

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

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

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

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

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

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

ARTICLE VI

PLEDGE OF INTEREST

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

ARTICLE VII

DISPOSITION OF JOINT OWNERSHIP INTEREST

TAKE OUT OPTION

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

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

County _____
Town _____

7.03 The failure to give notice of rejection of a Take Out Offer shall be deemed to be an acceptance of the Take Out Offer.

7.04 If the Take Out Party rejects the Take Out Offer, then the Take Out Party shall purchase the Take Out Offeror's interest in the Lands for a Fair Price.

7.05 If the County is the Take Out Offeror:

7.05.1 Any acceptance of such Take Out Offer by the Town requires consent of Town Council pursuant to s. 72 of the *Municipal Government Act*;

7.05.2 If the Town Council does not approve the sale of the Town's interest in the Lands to the County, then the Town shall be deemed to be the Take Out Offeror and shall then purchase the County's interest in the Lands in accordance with Article VII.

TRIGGERED PURCHASE

7.06 The County may elect, in its sole and unfettered discretion, to exercise a right to require the Town to purchase the County's interest in the Lands for a Fair Price upon the happening of one or more of the following events (the "Triggered Purchase");

7.06.1 If the Lease expires without renewal or is terminated;

7.06.2 If the Arts Centre ceases to be used as a theatre for the performing arts;

7.06.3 If the Society ceases to actively operate and manage the Arts Centre for period of 90 days or longer;

7.06.4 If the Society changes its objects without the prior written approval of both Joint Owners;

7.06.5 If the Society is dissolved, wound-up or struck from the Corporate Registry;

7.06.6 If the Society becomes insolvent, is assigned or petitioned into bankruptcy or seeks protection under any creditor protection legislation; or

7.06.7 If the Arts Centre is damaged to the extent that it is not fit for use as a performing arts theatre and there are insufficient insurance proceeds to pay for repairs;

7.07 The County shall give written notice to the Town of the Triggered Purchase right being exercised and the Town shall complete the purchase of the County's interest in the Lands for a Fair Price.

7.08 The closing date for the Town to complete the Triggered Purchase for a Fair Price shall be on the first business day following the 365th day after receiving the notice under section 7.07.

7.08.1 The Joint Owners agree that clauses 7.06 through 7.08 shall be effective and come into force only upon the second anniversary following execution of this Agreement.

County _____

Town _____

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

CONTINGENT BUY – SELL

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

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

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

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

- 7.12.1 The selling Joint Owner shall provide a registerable Transfer of Land to the purchasing Joint Owner or other person within a reasonable period of time prior to the closing date to facilitate registration of the Transfer of Land at the North Alberta Land Titles Office prior to the closing date of the sale.
- 7.12.2 The selling Joint Owner shall provide the Transfer of Land to the purchasing Joint Owner or other person on reasonable trust conditions, including the facilitation of the purchasing Joint Owner or other person registering a mortgage on the selling Joint Owner's interest in the Lands for the purposes of completing the purchase of that interest,
- 7.12.3 The Joint Owners will cooperate with and provide all necessary documents to facilitate the completion of the Triggered Purchase in a timely manner; and
- 7.12.4 The selling Joint Owner shall convey its interest in the Lands to the purchasing Joint Owner or other person free and clear of all liens, charges and encumbrances save and except the following:
 - 7.12.4.1 The encumbrances as listed in Schedule "B" to this Agreement; and
 - 7.12.4.2 Any other Mortgages, Easements, Caveats or other encumbrances against the Lands permitted under the terms of this Agreement.

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ARTICLE VIIIGENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

Or delivered to the County at:

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

Attention: Chief Administrative Officer

County _____

Town _____

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

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

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

8.08 Time shall be of the essence of this Agreement.

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

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

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

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

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

TERMINATION

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

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

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

County _____
 Town _____

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

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

Town of Drayton Valley

Per: _____
Mayor
Per: _____
CAO

Brazeau County

Per: _____
Reeve
Per: _____
CAO
Marco Schoeninger
Chief Administrative Officer

County _____
Town _____

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SCHEDULE 'A'

"Lands" legally defined as

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

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

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

and

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

County _____

Town _____

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SCHEDULE 'B'

Permitted Encumbrances:

- (i) Party Wall Agreement registered as Instrument 6754KQ;
- (ii) Party Wall Agreement registered as Instrument 6755KQ; and
- (iii) Restrictive Covenant registered as Instrument 062 548 611.

County _____

Town _____

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**Town of Drayton Valley
Recreation Cost Share Agreement
2020 Financial Proposal
August 31, 2020**

| | 2019 | | | | 2020 |
|---|--------------|--------------|--------------|--------------|----------------|
| | Q1 | Q2 | Q3 | Q4 | FUNDING |
| Omniplex 2 - 72-10 | | | | | |
| Revenue | 56,463.34 | 5,742.52 | 16,000.22 | 129,682.66 | 207,888.74 |
| Expenses | 347,848.18 | 436,432.93 | 333,342.80 | 555,095.83 | 1,672,719.74 |
| Net Deficit | (291,384.84) | (430,690.41) | (317,342.58) | (425,413.17) | (1,464,831.00) |
| Curling - 72-15 | | | | | |
| Revenue | 14,155.47 | 14,866.77 | 5,338.30 | 24,345.32 | 58,705.86 |
| Expenses | 10,708.31 | 25,656.65 | 28,052.99 | 48,594.01 | 113,011.96 |
| Net Surplus/Deficit | 3,447.16 | (10,789.88) | (22,714.69) | (24,248.69) | (54,306.10) |
| Omniplex 1 - 72-16 | | | | | |
| Revenue | 69,006.84 | 16,795.22 | 24,593.06 | 43,950.92 | 154,346.04 |
| Net Surplus | 69,006.84 | 16,795.22 | 24,593.06 | 43,950.92 | 154,346.04 |
| Fitness Centre - 72-17 | | | | | |
| Revenue | 107,108.61 | 56,089.36 | 52,940.52 | 51,414.88 | 267,553.37 |
| Expenses | 62,920.81 | 73,974.90 | 57,899.63 | 44,649.27 | 239,444.61 |
| Net Surplus/Deficit | 44,187.80 | (17,885.54) | (4,959.11) | 6,765.61 | 28,108.76 |
| MCC - 72-18 | | | | | |
| Revenue | 27,653.03 | 43,295.90 | 34,895.09 | 79,971.23 | 185,815.25 |
| Expenses | 48,045.46 | 66,972.24 | 38,292.27 | 177,072.45 | 330,382.42 |
| Net Deficit | (20,392.43) | (23,676.34) | (3,397.18) | (97,101.22) | (144,567.17) |
| Pool - 72-20 | | | | | |
| Revenue | 101,141.33 | 81,200.89 | 92,687.61 | 47,879.78 | 322,909.61 |
| Expenses | 251,553.03 | 314,873.68 | 230,735.61 | 243,113.05 | 1,040,275.37 |
| Net Deficit | (150,411.70) | (233,672.79) | (138,048.00) | (195,233.27) | (717,365.76) |
| Parks 72-30 | | | | | |
| Revenue | - | - | 2,411.22 | - | 2,411.22 |
| Expenses | 67,466.05 | 171,156.52 | 279,144.33 | 289,698.81 | 807,465.71 |
| Net Deficit | (67,466.05) | (171,156.52) | (276,733.11) | (289,698.81) | (805,054.49) |
| Splash Park 72-70 | | | | | |
| Expenses | 785.12 | 15,259.76 | 16,038.15 | 1,231.62 | 33,314.65 |
| Net Deficit | (785.12) | (15,259.76) | (16,038.15) | (1,231.62) | (33,314.65) |
| TOTAL | | | | | |
| Revenue | 375,528.62 | 217,990.66 | 228,866.02 | 377,244.79 | 1,199,630.09 |
| Expenses | 789,326.96 | 1,104,326.68 | 983,505.78 | 1,359,455.04 | 4,236,614.46 |
| Total Net Deficit | (413,798.34) | (886,336.02) | (754,639.76) | (982,210.25) | (3,036,984.37) |
| Adjustments | | | | | |
| Total Net Deficit | | | | | (3,036,984.37) |
| Less Parks Provision (807,465.71 - 53,646.25) | | | | | (753,819.46) |
| Less Parkland County Cost Share Revenue | | | | | (120,609.00) |
| Less Debenture Interest | | | | | (31,017.10) |
| Less DV Thunder Ice Rental Revenue | | | | | (39,256.38) |
| Net Deficit for Cost Share Agreement | | | | | (2,092,282.43) |
| 50% | | | | | (1,046,141.22) |
| 2019 Agreement | | | | | 1,036,000.00 |
| Differential | | | | | (10,141.22) |

| Sports Park Costs | | |
|-----------------------|-----------------|--|
| | 2019 | |
| Herbicide Application | \$374 | |
| Brush Maintenance | | |
| Parking Lot Gravel | | |
| Hauling Shale | \$2,139 | |
| Shale | \$10,125 | |
| Power (to date 2019) | \$619 | |
| Gas (to date 2019) | \$43 | |
| Total | \$13,300 | |

TOWN OF DRAYTON VALLEY

REQUEST FOR DECISION



| | |
|----------------------|---|
| SUBJECT: | Specialized Transportation RFP Award |
| MEETING: | September 16, 2020 Regular Meeting of Council |
| PRESENTED BY: | Annette Driessen General Manager of Community Services |

1. PROPOSAL AND BACKGROUND:

For the past several years, the Town of Drayton Valley has been working with community stakeholders to raise the necessary funds to purchase a wheelchair accessible vehicle to offer affordable and accessible transportation to our local seniors and those with mobility challenges. Those funds are now in place, necessitating the need to establish an operational structure for the service.

Earlier this summer, Administration distributed a Request For Proposal for qualified individuals and/or businesses to submit their proposals to operate the Specialized Transportation service. With the deadline of August 28, 2020, one proposal was received, that of Intercon Messaging. Intercon Messaging's submission is attached.

As the owner of the vehicle, the Town of Drayton Valley will enter into an agreement with an operator to coordinate and implement all eligible rides. Town Administration has reviewed the submission with Intercon Messaging to ascertain the feasibility of the proposal, the qualifications of the operators, and the parameters of the service to meet the goals of the service delivery. Specific to this submission are the following parameters:

- a) Proposal requests that the service be offered to those 55 years of age and older, in addition to those with mobility challenges
- b) Proposal requests the allocation of the 2020 budgeted amount of \$25,000 to assist in covering one-off initial costs to establish the service and allow the service to be offered while building the clientele
- c) Proposal requests the service be called the Drake's Handi-Bus.

The proposal from Intercon Messaging meets the parameters of the program and while the service will adapt as the demand increases, Administration is recommending that the Town enter into a formal agreement with Intercon Messaging to operate the Specialized Transportation service.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

The capital funds for the purchase of a handi-van are in place. Once an operational agreement is in place, the Town will be purchasing the vehicle. Town Council has budgeted a contribution of \$25,000 to assist in the costs of operating the transportation service. This allocation is presented as an annual contribution.

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 Town of Drayton Valley Strategic Plan 2019-2021 through its objectives, sets out to achieve the following goal: <ul style="list-style-type: none"> • Dedicate resources to infrastructure as an investment, not an afterthought. |
| Other Plans or Policies | Yes | The Social Development Plan through its objectives, sets out to achieve the following goal: <ul style="list-style-type: none"> • Provide appropriate housing, transportation, wellness and recreation activities for seniors. |

4. POTENTIAL MOTIONS:




- A. That Council authorize Administration to enter into a lease agreement with Intercon Messaging as the operator of the Specialized Transportation service with the following parameters: a) service to be provided to those 55 years of age and older, b) full allocation of the 2020 operating budget allocation of \$25,000 to assist in start-up costs and c) the service to be named Drake's Handi-Bus.
- B. That Council authorize Administration to enter into a lease agreement with Intercon Messaging as the operator of the Specialized Transportation service with the following parameters: _____.
- C. That Council request the following information from Administration for consideration at a future Town Council meeting.
- D. That Town Council not approve the awarding of the Request For Proposal.

5. RECOMMENDATION

That Council authorize Administration to enter into a lease agreement with Intercon Messaging as the operator of the Specialized Transportation service with the following parameters: a) service to be provided to those 55 years of age and older, b) full allocation of the 2020 operating budget allocation of \$25,000 to assist in start-up costs and c) the service to be named Drake's Handi-Bus.

6. ATTACHMENTS:

1. RFP Submission from Intercon Messaging

| | | | |
|---------------------|---|--------------|---|
| REPORT PREPARED BY: |  | REVIEWED BY: |  |
| APPROVED BY: |  | | |



REQUEST FOR PROPOSAL (RFP)

RFP NUMBER: 02-2020/02-C

SPECIALIZED TRANSPORTATION SYSTEM














REQUEST FOR PROPOSAL SUBMISSION SPECIALIZED TRANSPORTATION SYSTEM PAGE 2 OF 2

REQUIRED PROPOSAL DOCUMENTS

By initialing each item, the Proponent confirms it has completed and enclosed the following documentation in its Proposal, and has identified any deviations or items of non-compliance providing an explanation of where it does not comply.

Initial

- | | |
|---|---|
|  | <p>1. The Proponent's Alberta WCB registration number is <u>3903422</u>. The Proponent warrants that it is in good standing as to all WCB assessments and requirements.</p> |
|  | <p>2. The Proponent confirms that it will comply with all occupational health and safety requirements, policies and procedures of the Town and all statutory occupational health and safety requirements under, or in connection with the <i>Worker's Compensation Act</i>.</p> |
|  | <p>3. Brief description of Proponent's company, purpose, and history of successes.</p> |
|  | <p>4. Information on size of firm, number of partners, and staff employed.</p> |
|  | <p>5. Information on relevant experience performed during the last five (5) years.</p> |
|  | <p>6. Indication of the number and size of other municipalities where like services have or are currently being provided.</p> |
|  | <p>7. Identification of key personnel to be assigned to this Contract, setting out their names, responsibilities, qualifications, and relevant experience.</p> |
|  | <p>8. Provision of a minimum of two (2) service contract engagements that the Proponent has been affiliated with within the last five (5) years. Indicate the name, phone number and e-mail address of the principle client contact.</p> |
|  | <p>9. Submission of the work plan outlining planning, communications, and methodology to perform the services required.</p> |
|  | <p>10. Submission of a detailed budget breaking down all revenues and expenditures for the service.</p> |
|  | <p>11. Submission of a detailed list of any deviations and/or variations from the terms and conditions set out in this RFP and, if applicable, detailed proposed amendments.</p> |

~~12~~ 12

12. Submission of proof of commercial general liability insurance with minimum combined single limit of liability of five (5) million dollars (\$5,000,000) per occurrence.

~~13~~ 13

13. Submission of Certificate of Recognition (COR) or Small Employer Certificate of Recognition (SECOR).

Section 6.0 - PROPOSAL FORM



REQUEST FOR PROPOSAL SUBMISSION SPECIALIZED TRANSPORTATION SYSTEM PAGE 1 OF 2

Proponent's Name: Intercon Messaging Inc

Address: Box 6295, 6226-50 Avenue, Drayton Valley, Alberta, T7A-1R7

Mailing Address (if different from above) _____

Telephone: 780-542-8700 Fax _____

Key Contact Person: Amy Newberry

Telephone (if different from above) _____

Email: anewberry@interconmessaging.com

The undersigned Proponent, having carefully read and examined the RFP, including all sections, and having full knowledge of the requirements described herein, does offer to provide the goods and/or services in accordance with the requirements, terms and conditions set out in the RFP and in accordance with the pricing as described within.

[Signature]
Signature of Authorized Signatory

[Signature]
Date

Amy Newberry, Intercon Messaging
Print Name and Title

RFP 02-2020/02-C Specialized Transportation System

1. Copies of WCB from Intercon Messaging and S.Hill Bussing attached.
2. Completed
3. Company

Purpose:

- To supply a timely response to phone calls and provide accurate data related to caller name, phone number and service request, book appointments and schedule requested service.
- To supply senior transportation and transport for individuals with mobility issues in Drayton valley and surrounding area.
- To supply experienced qualified drivers.

History:

- Intercon Messaging has 24 years in business

Successes:

- Intercon Messaging has numerous call quality awards, and other awards in the past 20 years.

4. Firm Information

Size:

- Adequate to handle the administration of this contract

Partners (Shareholders):

- Majority shareholder Pat Vos, partner Don Jordan, minor: several employees have class D and E shares
- Staff employed... Intercon Messaging Inc has 30 employees, with 20 full time and 10 part time.

5. Relevant experience during last 5 years:

- Intercon Messaging purchased an ongoing business in 1996 and has continued and grown their operation. Intercon has been answering the phone, booking appointments and scheduling service for hundreds of clients for 24 years.

6. Number and size of municipalities (towns) where like service performed

- See page 11

7. Key personnel assigned to contract

Names, Responsibilities:

- Sam Hill o/a S. Hill Bussing will supply the drivers and house the bus (on a contract basis) to Drake's Handi-Bus.

Intercon Personnel:

- Amy Newberry... Sales and Marketing, and single point of contact
- Client Care... Answering service account programming
- HR... Agent education
- Agents respond to calls and book transportation

Accounting:

- Carlson Roberts Seely... Responsible for daily, monthly and annual financial reporting.

Qualifications, Experience

- All of the above individuals have significant experience in their current role.

8. References

- **Boost Psychology**
2307-90B Street SW
Edmonton, AB. T6X 1V8
Contact: Kirsten Klemm
1-780-628-5446
Service provided: Booking Appointments
- **Valley Health Mist**
5114-51 ST
Drayton valley, AB T7A 1K9
Contact: Vince Holden
1-780-514-6111
Service provided: Overflow calls and reception

9. Work Plan

Planning:

- Much work has already happened during the fundraising for the bus and much more has happened since, with acquiring data about existing services and prices and finding a partner to supply drivers.
- Once the contract has been awarded and accepted our marketing plan will be rolled out.

Marketing plan:

- Ask the town to send the following flyer (design flyer) to their existing list of seniors.
- Post a flyer at every location with a senior or handicapped population, such as Serenity House, Seasons. The Shangri la lodge, Lezure Lea, Wishing Well, Valley Terrace, River Terrace, lavender Apt, Malone Clinic, Clario Clinic, the Drayton Valley Association for Community Living, ask every Doctors/ Dental/ Physio Clinic/Drayton Valley Hospital, to post this flyer, and leave copies to be distributed.
- Build a Facebook page
- Visit all of the above locations and make sure the facility manager has the Drake's Handi-Bus phone number and bus schedule.
- Offer punch pass cards to the seniors for easy access for rides
- Advertise on the digital sign at Sekura's auction.
- Ask the town to schedule the phone number to show up regularly on the town digital sign at 50th and 50th.

Communications:

- Your single point of contact will be Amy Newberry.

Methodology:

- The intention of Intercon Messaging is to support this project with our heart and do our very best to turn this bus service into a viable business. We expect this to be very challenging and a significant amount of donated time. At the end of the contract the town will have a data base of clients and a call in system to schedule transport on the bus and in a perfect world a profitable

yet affordable transportation system for our service area.

10. Detailed budget breakdown:

- Proposed rate schedule ~~(\$30.00~~ ^{16.00 AN} return trip in town)
- Proposed rate schedule for county (~~\$30.00~~ ^{20.00 AN} return trip + \$0.65/km)
- Edmonton Trips 2/month @\$250.00/person ~~TBD~~ ^{AN}
- Leduc, Devon Trips 2/month @ \$145.00/person
- Wetaskiwin Trips 2/month @\$250.00 ~~TBD~~ ^{AN}
- Suggested schedule of service: see page 12
- A profitable Budget: see page 13
- A list of monthly fixed costs, see page 13
- A list of one time only start-up costs: see page 14

11. Detailed list of deviations or variations

- If the town chooses Intercon we will not be supplying any capital. The Intercon team, including Amy Newberry who has been a key player in this project will be donating our time until the bus service is revenue positive. This time will include answering the phone, booking bus travel, collecting the fees, doing the daily, monthly and annual accounting and building a database of clients who qualify for and request the service. Amy Newberry will be doing the sales and marketing.
- **Note: Initially Intercon will be donating time.**
- Any expenses incurred (not Labor), will be submitted to the Drake's Handi-Bus for payment.
- Carlson Roberts Seely will be responsible for the bookkeeping for the Drake's Handi-Bus. Until the service is well established and as a minimum revenue neutral; Carlson Roberts requests the opportunity to give 15 days' notice to the Town to draw additional funds ahead of the monthly date for the Town's contribution. These funds would only be used to cover monthly fixed costs in the event that ridership is not yet covering these costs. We trust that fares collected will cover the driver wages and fuel.
- We request that the Town change the age limit to ~~50~~ ^{55 AN} years of age

12. Proof of GL insurance see attached.

13. COR or SECOR... Intercon Messaging Inc. has Comply Works online



9912 - 107 Street
PO Box 2415
Edmonton AB T5J 2S5

Email: ebusiness.support@wcb.ab.ca
Tel: (780) 498-3999 (1-866-922-9221)
Fax: (780) 498-7999
WCB website: www.wcb.ab.ca

August 14, 2020

Reference Number: 611190

TOWN OF DRAYTON VALLEY
ADMINISTRATION OFFICE
PO BOX 6837 STN MAIN
DRAYTON VALLEY AB T7A 1A1

Dear Sir or Madam:

Re: SANDRA MARY HILL
SITE 429 BOX 4 COMP 4 RR 1
DRAYTON VALLEY AB T7A 2A1

The above named subcontractor has an account with WCB-Alberta in the following industry(ies):

| account | trade name(s)/industry | effective date | coverage |
|---------|-------------------------------|----------------|---|
| 5433596 | S.HILL BUSING BUS, SCHOOLS | Sep 05, 2006 | worker coverage no personal coverage |

Thank you for checking into the status of this contractor or subcontractor. Under Section 126 of the Workers' Compensation Act, you are responsible for obtaining a clearance on your contractor or subcontractor, in order to release you from any liability for unpaid WCB premiums owed by them. Please ensure clearance has been issued in the correct name and that there is coverage in the industry(ies) for which work was performed.

Please accept this letter as a clearance for work completed between the effective date of the account and the date of this letter. For this account, you are cleared of any liability under Section 126 of the Workers' Compensation Act up to the date of this letter. Any holdback may be released for contracts completed, and/or for work completed to the date of this letter. For an account that shows closed under the effective date, the clearance is only valid for work completed up to the close date. If work has not started, obtain a clearance prior to releasing final payment.

Please note, if any directors of the corporation are injured at work, you are protected from lawsuit if they have personal coverage. If they do not have personal coverage, you may not be protected in the case of a workplace injury.

If your contractor or subcontractor is performing work outside Alberta, contact the WCB in that jurisdiction to determine your clearance and any other WCB requirements.

Any alteration of this document is strictly prohibited.

Yours truly,

eBusiness Support Team (12074607)



9912 - 107 Street
PO Box 2415
Edmonton AB T5J 2S5

Email: ebusiness.support@wcb.ab.ca
Tel: (780) 498-3999 (1-866-922-9221)
Fax: (780) 498-7999
WCB website: www.wcb.ab.ca

August 25, 2020

Reference Number: 611190

TOWN OF DRAYTON VALLEY
ADMINISTRATION OFFICE
PO BOX 6837 STN MAIN
DRAYTON VALLEY AB T7A 1A1

Dear Sir or Madam

Re INTERCON MESSAGING INC.
C/O PAT VOS
PO BOX 6295 STN MAIN
DRAYTON VALLEY AB T7A 1R7

The above named subcontractor has an account with WCB-Alberta in the following industry(ies)

| account | trade names(s)/industry | effective date | coverage |
|---------|----------------------------------|----------------|--|
| 3903422 | ANS SVC/SEC MONITOR/COMPUTER REP | Oct 01, 1996 | worker coverage personal coverage for PATRICIA M VOS |

Thank you for checking into the status of this contractor or subcontractor. Under Section 126 of the Workers' Compensation Act, you are responsible for obtaining a clearance on your contractor or subcontractor, in order to release you from any liability for unpaid WCB premiums owed by them. Please ensure clearance has been issued in the correct name and that there is coverage in the industry(ies) for which work was performed.

Please accept this letter as a clearance for work completed between the effective date of the account and the date of this letter. For this account, you are cleared of any liability under Section 126 of the Workers' Compensation Act up to the date of this letter. Any holdback may be released for contracts completed, and/or for work completed to the date of this letter. For an account that shows closed under the effective date, the clearance is only valid for work completed up to the close date. If work has not started, obtain a clearance prior to releasing final payment.

Please note: if any directors of the corporation are injured at work, you are protected from lawsuit if they have personal coverage. If they do not have personal coverage, you may not be protected in the case of a workplace injury.

If your contractor or subcontractor is performing work outside Alberta, contact the WCB in that jurisdiction to determine your clearance and any other WCB requirements.

Any alteration of this document is strictly prohibited.

Yours truly,

eBusiness Support Team (12092464)

Town of Drayton Valley RFP 02-2020/02-C (Question 5)

| City/Town | Population | Community Bus y/n | Wheelchair accommodation y/n | Pricing (Round Trip) | Hours of Operation | Size of Bus | Rental fees |
|-------------------------|------------|-------------------|------------------------------|--|--------------------|------------------------------------|-------------------------|
| Devon | 6578 | y | y | \$5.00 all day ride \$10.00 Leduc \$10.00 Spruce Grove, River Cree, Costco \$15.50 Malls (Westmount, Kingsway, WEM, Southgate) | 9:30-3:30pm | 20 passenger or 14 Wheel Chairs | \$26.00/hour + \$.50/km |
| Drumheller (Valley Bus) | 7982 | y | y | \$12.00 round trip in town (Malls, Groceries) \$30.00 out of town round trip (Malls, Groceries) \$135.00 round trip (Calgary, Red Deer) \$30.00/hr wait time | M-F 8:30-4:40 | 9 pass or 20 pass 2 wheel chair | \$40.00/hour, \$.84/km |
| Ponoka | 7229 | y | y | \$5.00/ person one way in town \$5.00/person + \$.60/km one way out of town Wait time \$20.00/hour | M-F 9-6 | 9 pass 5 wheelchair | N/A |
| Wainwright | 6270 | y | y | \$6.00 on way in town \$6.00 one way out of town + \$.65/km \$135.00 return medical Lloyd, Camrose | M-F 7-5 | 4 pass +2 Wheelchair | N/A |
| Edson | 8414 | y | y | \$20.00/ membership \$3.00/ride one way Non Members is \$5.00/ride one way Medical rides \$1.25/km and \$25.00/ hour for driver | M-F 8-4 | 12 pass 4 wheel chair | \$125.00/hour |

Wednesdays

| Scheduled Service | P/U Time | D/O Time | D/O Time |
|--------------------------|------------|------------|------------|
| Shangri LA, Wishing Well | 9:00:00 AM | | 11:30:00AM |
| Valley Terrace | 9:06:00AM | | 11:35:00AM |
| River Terrace | 9:10:00AM | | 11:40:00AM |
| Seasons | 9:15:00AM | | 11:45:00AM |
| Serenity House | 9:20:00AM | | 11:50:00AM |
| Hospital Yellow Zone | 9:25:00AM | | 11:55:00AM |
| Lezure Le Apts | 9:35:00AM | | 12:00:00PM |
| Lavander Apartments | 9:40:00AM | | 12:05:00AM |
| Value Drug Mart | | 9:50:00AM | |
| Extra foods | | 9:57:00AM | |
| Down Town Alley) | | 10:00:00AM | |
| Canadian Tire | | 10:05:00AM | |
| Walmart | | 10:10:00AM | |
| IGA/Dollarama | | 10:25:00AM | |
| Return for Pick Up | | | |
| Extra foods | 10:45:00AM | | |
| Downtown (Alley) | 10:55:00AM | | |
| Canadian tire | 11:00:00AM | | |
| Walmart | 11:05:00AM | | |
| IGA | 11:20:00AM | | |

| Scheduled Service | P/U Time | D/O Time | D/O Time |
|--------------------------|------------|-----------|-----------|
| Shangri LA, Wishing Well | 1:00:00PM | | 3:30:00PM |
| Valley Terrace | 1:06:00PM | | 3:35:00PM |
| River Terrace | 1:10:00PM | | 3:40:00PM |
| Seasons | 1:15:00PM | | 3:45:00PM |
| Serenity House | 1:20:00PM | | 3:50:00PM |
| Hospital Yellow Zone | 1:25:00PM | | 3:55:00PM |
| Lezure Le Apts | 1:35:00PM | | 4:00:00PM |
| Lavander Apartments | 1:40:00PM | | 4:05:00PM |
| Value Drug Mart | | 1:50:00PM | |
| Extra foods | | 1:57:00PM | |
| Down Town Alley) | | 2:00:00PM | |
| Canadian Tire | | 2:05:00PM | |
| Walmart | | 2:10:00PM | |
| IGA/Dollarama | | 2:25:00PM | |
| Return for Pick Up | | | |
| Extra foods | 2:45:00PM | | |
| Downtown (Alley) | 2:55:00PM | | |
| Canadian tire | 3:00:00APM | | |
| Walmart | 3:05:00PM | | |
| IGA | 3:20:00PM | | |

To be revised as per price amendments

| Drakes Handi-Bus Service | | | | | | | | | | | | |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Revenue 2020/2021 | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
| Orayton Valley local trips, 2 per day @ 30.00 @ 2 people hooked | 120 | 360 | 720 | 720 | 720 | 720 | 180 | 180 | 180 | 180 | 180 | 180 |
| Edmonton trips 2 per month @ 250 (6 people) | 3,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 | 3,000 |
| Leduc, Devon trips, 2 per month, 2 people @ 145 | 1,160 | 1,160 | 1,160 | 1,160 | 1,160 | 1,160 | 2,320 | 2,320 | 2,320 | 2,320 | 2,320 | 2,320 |
| Wetaskiwin 2 trip per month, 2 people at 250 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| Scheduled service Wednesdays Orayton Valley @ 30.00@30 ppl 4 or 5 | 3,600 | 3,600 | 4,500 | 3,600 | 3,600 | 4,500 | 3,600 | 3,600 | 4,500 | 3,600 | 3,600 | 4,500 |
| Drive Home Service @ 125.00/hr @ 3hrs @ 3 | | 1,125 | 1,125 | 1,125 | | | | | | | | |
| Total Revenue | 8,880 | 11,245 | 12,505 | 11,605 | 10,480 | 11,380 | 10,100 | 10,100 | 11,000 | 10,100 | 10,100 | 11,000 |
| Wages | | | | | | | | | | | | |
| Bus drivers at 2080 hrs per year @25.00/12 | 5,200 | 5,200 | 5,200 | 5,200 | 5,200 | 5,200 | 5,200 | 5,200 | 5,200 | 5,200 | 5,200 | 5,200 |
| Payroll Burden @ 20 % | 1,040 | 1,040 | 1,040 | 1,040 | 1,040 | 1,040 | 1,040 | 1,040 | 1,040 | 1,040 | 1,040 | 1,040 |
| Bus cleaning | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 |
| Total Wages | 6,340 | 6,340 | 6,340 | 6,340 | 6,340 | 6,340 | 6,340 | 6,340 | 6,340 | 6,340 | 6,340 | 6,340 |
| Fuel | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 | 900 |
| Insurance | 144 | 144 | 144 | 144 | 144 | 144 | 144 | 144 | 144 | 144 | 144 | 144 |
| Bus storage | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 |
| Contingency/ un sponsored maintenance | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 |
| Total maintenance | 1,594 | 1,594 | 1,594 | 1,594 | 1,594 | 1,594 | 1,544 | 1,544 | 1,544 | 1,544 | 1,544 | 1,544 |
| Marketing, Accounting, Dispatching, advertising and signage | | | | | | | | | | | | |
| Buidd and execute a marketing plan 5000/12 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 |
| Advertising, including FB account | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 |
| Signage | 350 | 350 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Set up accounting system, do monthly and annual financials | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 | 350 |
| Set up client records system | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 |
| Program answering service account, accept and dispatch | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 |
| Credit card fees 5% of 7240 | 458 | 458 | 458 | 458 | 458 | 458 | 458 | 458 | 458 | 458 | 458 | 458 |
| 1200/12 for annual audit fee | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 |
| Total Marketing and Administration | 2,424 | 2,424 | 2,074 | 2,074 | 2,074 | 2,074 | 2,074 | 2,074 | 2,074 | 2,074 | 2,074 | 2,074 |
| Total Expenses | 10,308 | 10,358 | 10,008 | 10,008 | 10,008 | 10,008 | 9,958 | 9,958 | 9,958 | 9,958 | 9,958 | 9,958 |
| Net income | 1,428 | 887 | 2,477 | 1,597 | 472 | 1,372 | 142 | 142 | 1,042 | 142 | 142 | 1,042 |

List of One Time Startup Costs that is required from the Town

- GL Insurance \$1738.00/Year
- Fuel for Bus : \$2000.00
- Face Masks : 50/box @ \$115.00 need 4 boxes to start
- Marketing Costs: \$1500.00
- Bus Supplies: \$500.00

Ans. Request the full allocation of \$25000.00 For 2020 start up costs.



Quotation

Prepared Especially For:

Drake's Handi Bus Service

Prepared By:

Sherry Holden, CAIB

sholden@drayden.com

Drayden Insurance Ltd.

Stony Plain

www.drayden.com



2019 Ram ProMaster Smart Floor



Specs

| | | | | | |
|----------|----------|------------|----------|----------------|------------------------------|
| Unit #: | 6165-A | Fuel Type: | Gasoline | Transmission: | Automatic |
| Year: | 2019 | Capacity: | 9 | Configuration: | Para-Transit (7 Pass + 2 WC) |
| Mileage: | Original | Condition: | New | Chassis: | Ram ProMaster |
| Color: | White | Engine: | 3.6L V6 | Warranty: | New Vehicle Warranty |

Vehicle Features

2019 Ram 2500 ProMaster Smart Floor Wheelchair Accessible Van // 159" Wheelbase // 3.6L V-6 Gas Engine // 6-Speed Automatic Transmission // Front & Rear Air Conditioning // Power Doors & Windows // Cruise Control // Heavy Duty Stainless Steel Construction // A LED Lights // Rear Loading Braun Wheelchair Lift // Smart Floor Technology - Quick & Easy Changes to Seating Configuration // High-Back Individual Seats with Retractable 3pt. Seatbelts // Altro Safety Flooring Throughout // AM/FM/CD Stereo System with 5.0 Touchscreen Display, Back-Up Camera, & Bluetooth // Q-Straint QRT Wheelchair Restraint System

Price \$77,842.00 Plus Taxes (Includes PDI and CVIP)

Contact Kris Dumanski for more information.

1-780-910-9502

Delivery Approximately 90 Days From Date Of Order.

| | | |
|---------|--------------------|-------------|
| ALBERTA | Vehicle Price | \$77,842.00 |
| | Seats | \$3,000.00 |
| | Comm. Start & Mats | \$1,377.00 |
| | DVD System | \$3,880.00 |
| | AMVIC & Tire | \$22.25 |
| | Sub Total | \$86,121.25 |
| | GST @ 5% | \$4,306.06 |
| | AC Tax | \$100.00 |
| | Final Total | \$90,427.31 |

20804 118A Ave NW
Edmonton, AB, Canada
T5S 2S7

Here. For your Business.

THE ASSURED™ APPROACH



 **DRAYDEN**
INSURANCE LTD.
Here. For you.

Commercial Insurance Proposal/Application

General Information

**Broker**

Drayden Insurance Ltd.

Main: (780) 963-2000

Fax: (780) 963-9707

Web Site: www.drayden.com

Email: drayden@drayden.com

Main: (780) 801-3117

Fax: (780) 963-9707

Producer: Sherry Holden, CAIB

Insurer

Risk-Can Underwriting Manager

Main: (780) 451-5563

Applicant

Drake's Handi Bus Service

Main: (780) 315-0951

Email: anewberry@interconmessaging.com

Insured: Amy Newberry

Postal Address

Box 6298

Drayton Valley, Alberta T7A 1R7

Proposed Period of Coverage

From July 28, 2020 to July 28, 2021

Form of Business**Description of Business Operations**

Transportation

Provides transportation for local seniors and disabled residents to facilities in Drayton Valley and any appointments (medical) out of town. Leduc, Wetaskiwin, Devon, Red Deer, Edmonton areas.

The town of Drayton Valley owns the van and Drake's will operate the unit.

Liability

In business since: 0

Related prior experience (number of years): 15

Number of full-time employees:

Number of part-time employees:

Covered by WCB: No

Annual gross receipts: \$5,000

Subtrades: 0%

Canadian: 100%

U.S.: 0%

Foreign: 0%

Internet: 0%

Annual Payroll:

Liquor liability exposure: No

Proposed Summary of Insurance Coverage and Annual Premium

| Type of Coverage | Annual Premium | Minimum Retained Coverage Premium |
|-----------------------------|----------------|-----------------------------------|
| Liability | \$1,738 | Nil |
| Other | Incl | Nil |
| Total Annual Premium | \$1,738 | |

Miscellaneous Notes

Has any Company cancelled, declined, restricted or refused to renew any insurance on this property in the last 6 years = NO.
If Yes, (explain, giving full details here???)

Type in effective date & time of policy: TBD

August 14, 2020

sholden

Commercial Insurance Proposal/Application
General Information



Epic Client Lookup Code = DRAKHAN-01

Insured date of birth = Amy Newberry

Agency Bill - One pay in full

Broker Declaration

I have known this client since August 2020

This business/client is new to this office

August 14, 2020

sholden

Commercial Insurance Proposal/Application
Previous/Other Policies and Claims Summary



Previous Policy

No previous policies

Notes: New venture

Claims Summary

No losses or claims in the last 5 years

Notes: New venture

Commercial Insurance Proposal/Application

Coverages



| Type of Coverage | Deductible | Co-Insurance | Limit/Amount |
|--|------------|--------------|----------------|
| Commercial General Liability (Occurrence Form) (IBC 3/05) | | | |
| General aggregate limit | | | 0 |
| Products-completed operations included | | | |
| Products-completed operations aggregate limit | | | 5,000,000 |
| Each occurrence limit | | | 5,000,000 |
| Personal and Advertising injury limit - Any one person or organization | | | 5,000,000 |
| Medical payments limit - Any one person | | | 10,000 |
| Employers' Bodily Injury Liability Extension | | | |
| Employee Benefits Extension | 1,000 | | |
| Additional Insured Extension | | | |
| Property Damage Deductible | | | |
| Per occurrence | 2,500 | | |
| Contractual Liability Restriction | | | |
| Tenants' Legal Liability (Broad Form) | | | |
| Limit - Any one premises | | | 500,000 |
| Policy Fee | | | |
| Agency Fee | | | |
| Drayden Application Signatures & Consent and Disclosure | | | |
| Annual Premium: | | | \$1,738 |

Commercial Insurance Proposal/Application

Location 1

**Address**

49022 Range Road 80, Drayton Valley, Alberta T7Z 2A1

Inspection Information

Inspected By: (firs & last name) of (company name)

Details Attached:

This risk is: Good

Evaluation Information

Evaluation: This risk was not evaluated

Building

Year Built:

Total Area:

Stories:

Construction

Walls:

Covering:

Basement:

Roof:

Floors:

Mechanical

Electrical:

Plumbing:

Heating:

Fuel Used:

Fire Protection

Hydrants:

Ext. Type:

Ext. Agent:

Standpipe and Hose: No

Fire Hall:

Coverage:

Alarm:

Crime Protection

Alarm:

Safe Type:

Exterior Windows Barred/Wire Mesh: No

Deadbolt: No

Safe Class:

Breakage Resistant Glass: No

Occupancies

Insured:

Area Occupied:

| Exposures | Distance (meters) | Occupancy |
|-----------|-------------------|----------------------|
| Left: | 2 | building or business |
| Right: | 2 | building or business |
| Behind: | 2 | building or business |
| Front: | | |

August 14, 2020

sholden

Commercial Insurance Proposal/Application

Description of Coverages



Commercial General Liability (Occurrence Form) (IBC 3/05)

Covers four types of exposures namely (A) bodily injury and property damage liability, (B) personal and advertising injury liability, (C) medical payments and (D) tenants' legal liability. Coverage includes products and completed operations, but such coverage can be excluded. A products loss arises after a product has been sold, is away from the Insured's premises, malfunctions and causes damage (e.g. a dishwasher overflows in a residence and damages hardwood floor). A completed operations loss arises when an operation is complete or abandoned (e.g. repairman fixes dishwasher and it subsequently overflows because the repair was improperly performed).

General aggregate limit

The maximum amount payable in any one policy period, regardless of how many losses may be involved (excluding products-completed operations losses).

Products-completed operations aggregate limit

The maximum amount payable in any one policy period, regardless of how many losses may be involved for products-completed operations losses.

Each occurrence limit

Subject to either the general aggregate limit or the products-completed operations aggregate limit, this limit is the maximum amount payable for any one occurrence of bodily injury and property damage, tenants' legal liability and medical payments.

Personal and Advertising Injury limit - Any one person or organization

Subject to the general aggregate limit, this limit is the maximum amount payable for personal and advertising injury sustained by any one person or organization.

Tenants' Legal Liability (Broad Form)

Covers liability for damage to property leased to or rented by the Insured where the damage is caused by the Insured's operations and the Insured is held legally liable.

There is very little reason for not carrying tenant's legal liability as even owners of the buildings they occupy would be at risk for premises they may rent from time to time (e.g. a hotel room, a meeting room, etc.). Tenant's legal liability is covered under the Commercial General Liability policy, but it is subject to the "Each occurrence limit". The "Each occurrence limit" also applies to the sum of compensatory damages for bodily injury and property damage, tenant's legal liability and medical payments. It could be advisable, therefore, to arrange separate tenant's legal liability coverage even when the Insured is covered by a Commercial General Liability policy. The Comprehensive General Liability policy does not cover Tenants' Legal Liability.

The broad form covers property damage by any cause not otherwise excluded.

The limit chosen should be equal to the maximum exposure at any one location. A rule of thumb guide for the limit required is ten times the annual gross rent.

TOWN OF DRAYTON VALLEY

REQUEST FOR DECISION

DRAYTON VALLEY



| | |
|----------------------|--|
| SUBJECT: | Change of Accountant for Library's Annual Financial Review/Audit |
| MEETING: | September 16, 2020 Regular Meeting of Council |
| PRESENTED BY: | Douglas Whistance-Smith Library Director |

1. PROPOSAL AND BACKGROUND:

The Library Board's financial management shifted from the Town's Finance Department to the Library's Internal control in late 2018 - early 2019. Along with this shift in responsibility the Library Board put accounting services to tender for conducting the 2019 Financial Review; candidates had to have CPA (Chartered Professional Accountant) credentials. The Board selected the most affordable option based on the quotes received and moved to engage the services of Nguyen Scott LLP for conducting annual reviews with the option to conduct annual audit once every five to seven years.

- 1) *The Library Board advertised tender for accounting services in November - December 2019*
 - a) *Quotes were reviewed at the Library Board's January 23 meeting.*
 - i) *Motion 2020-003: Moved by Nancy Dodds to sign the engagement letter from Nguyen Scott accounting firm to conduct review of the Library's 2019 financial statements. CARRIED*

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

The Minister of Municipal Affairs requires the parent municipality to approve significant change in financial reporting, such as change of accountant conducting annual reviews, in compliance with Section 9(b) of the Alberta Libraries Act. PLSB (Public Library Services Branch) has identified that Drayton Valley Library Board's 2018 audit was conducted by Metrix Group and that the 2019 financial review was conducted by Nguyen Scott LLP. PLSB requires confirmation from Town council that the change in accountants has been acknowledged and approved in order for the Minister of Municipal Affairs to release the second half of the Province's Library Operating Grant.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

| Type of Document | Yes ~ N/A ~ Partial | Comments |
|---|---------------------|--|
| Provincial Acts / Regulations | Yes | [Alberta Libraries Act section 9. "The municipal board shall (a) keep accounts of its receipts, payments, credits and liabilities, (b) have a person who is not a member of the municipal board and whose qualifications are satisfactory to council review the accounts each calendar year and prepare a financial report in a form satisfactory to council, and (c) submit the financial report to council immediately after its completion] |
| Municipal Bylaws | N/A | N/A |
| Municipal Development Plan | N/A | N/A |
| Sustainability Vision 2019-2021 | N/A | N/A |
| Town of Drayton Valley Strategic Plan 2019-2021 | N/A | N/A |

| | | |
|-------------------------|-----|-----|
| Other Plans or Policies | N/A | N/A |
|-------------------------|-----|-----|

4. POTENTIAL MOTIONS:

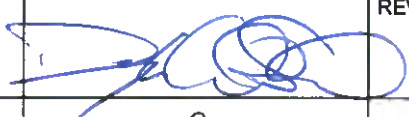

- A. That Council accept the Drayton Valley Municipal Library Board's request for a letter confirming Council's approval to engage the services of Nguyen Scott LLP to conduct the Library's annual review of financial statements.
- B. That Council request from the Drayton Valley Municipal Library Board further information about: _____.
- C. That Council decline to accept the Drayton Valley Municipal Library Board's request for a letter confirming Council's approval to engage the services of Nguyen Scott LLP to conduct the Library's annual review of financial statements.

5. RECOMMENDATION

A letter is required by the Drayton Valley Municipal Library Board and PLSB confirming that Town Council approves Nguyen Scott LLP's credentials for conducting financial reviews of the Drayton Valley Municipal Library's annual business activities.]

6. ATTACHMENTS:

1. Email correspondence from Miranda Maguire (Library Consultant, PLSB) regarding approval from council for change in financial statements reviewer.
2. Engagement Letter from Nguyen Scott LLP dated January 8, 2020, outlining scope of service and responsibilities. Approval signatures from Library Director, Doug Whistance-Smith and Board Chair, Lyndara Cowper-Smith dated January 23, 2020.

| | | | |
|---------------------|---|--------------|---|
| REPORT PREPARED BY: |  | REVIEWED BY: |  |
| APPROVED BY: |  | | |

From: Miranda Maguire <miranda.maguire@gov.ab.ca>
Sent: September 9, 2020 9:14 AM
To: Doug Whistance-Smith <DWhistancesmith@draytonvalleylibrary.ca>
Subject: Town of Drayton Valley Library Board - Operating grant and financial reviewer

Good morning Doug,

We're reviewing the Town of Drayton Valley Library Board's financial statements and it looks like the board selected a new financial reviewer. We need some type of documentation showing that the new reviewer was approved by council (council minutes showing the motion, for example). We'll need this before we can pay out the second installment of the operating grant. An email to me with a copy of the minutes or link to the minutes is sufficient.

Have a good day,

Miranda Maguire

Library Consultant
Public Library Services Branch
Alberta Municipal Affairs
#803, 10405 Jasper Avenue
Edmonton, AB T5J 4R7
(p) 780-415-0296 (f) 780-415-8594
www.albertalibraries.ca

The logo for the Alberta Government, featuring the word "Alberta" in a stylized script font, followed by a small blue square icon, and the word "Government" in a sans-serif font.

January 8, 2019

Mr. Douglas Whistance-Smith,
 Drayton Valley Municipal Library
 5120 - 52 Street
 Drayton Valley, Alberta
 T7A 1R7

Dear Mr. Whistance-Smith:

You have requested that we review the general purpose financial statements of Drayton Valley Municipal Library, which comprise the statement of financial position as at December 31, 2019, and statements of operations, change in net financial assets and cashflows for the year then ended, and a summary of significant accounting policies and other explanatory information. We are pleased to confirm our acceptance and our understanding of this review engagement by means of this letter.

Our review will be conducted with the objective of expressing our conclusion on the financial statements. Our conclusion, if unmodified, will be in the form "Based on our review, nothing has come to our attention that causes us to believe that these financial statements do not present fairly, in all material respects, the financial position of Drayton Valley Municipal Library as at December 31, 2019 and the results of its operations and its cash flows for the year then ended in accordance Canadian public sector accounting standards (PSAB).

Our Responsibilities

We will conduct our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. We will perform procedures, primarily consisting of making inquiries of management and others within the entity (as appropriate) and applying analytical procedures, and evaluate the evidence obtained. We will also perform additional procedures if we become aware of matters that cause us to believe the financial statements as a whole may be materially misstated. These procedures are performed to enable us to express our conclusion on the financial statements in accordance with Canadian generally accepted standards for review engagements. The procedures selected will depend on what we consider necessary in applying our professional judgment, based on our understanding of Drayton Valley Municipal Library and its environment, and our understanding of PSAB and its application in the industry context.

A review is not an audit of the financial statements, therefore:

- a) There is a commensurate higher risk than there would be in an audit that any material misstatements that exist in the financial statements reviewed may not be revealed by the review, even though the review is properly performed in accordance with Canadian generally accepted standards for review engagements.
- b) In expressing our conclusion from the review of the financial statements, our report on the financial statements will expressly disclaim any audit opinion on the financial statements.

Reporting

Unless unanticipated difficulties are encountered, our report will be substantially in the form contained in Appendix A to this letter.

If we determine that a modification to our conclusion on the financial statements is necessary, we will discuss the reasons with you in advance.

Management's Responsibilities

Our review will be conducted on the basis that management and, where appropriate, those charged with governance/oversight acknowledge and understand that they are responsible for:

- a) The preparation and fair presentation of the financial statements in accordance with PSAB ;
- b) Such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c) Providing us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters;

As part of our review, we will request from management and, where appropriate, those charged with governance written confirmation concerning representations made to us in connection with the review.

We will communicate any misstatements identified during the engagement other than those that are clearly trivial. We will request that management correct all the misstatements communicated.

Confidentiality

One of the underlying principles of the profession is a duty of confidentiality with respect to client affairs. Each professional accountant must preserve the secrecy of all confidential information that becomes known during the practice of the profession. Accordingly, we will not provide any third party with confidential information concerning the affairs of Drayton Valley Municipal Library unless:

- We have been specifically authorized with prior consent;
- We have been ordered or expressly authorized by law or by the *Code of Professional Conduct/Code of Ethics*;
or
- The information requested is (or enters into) public domain.

In performing our services, we will send messages and documents electronically. You acknowledge that electronic communication carries the possibility of inadvertent misdirection, interception or non-delivery of confidential material, or infection by a virus. If you do not consent to our use of electronic communications, please notify us in writing.

We do not accept responsibility and will not be liable for any damage or loss caused in connection with the interception or corruption of an electronic communication.

Use and Distribution of Our Report

Our review engagement report on the financial statements has been issued solely for the use of Drayton Valley Municipal Library and those to whom our report is specifically addressed by us. We make no representations of any kind to any third party in respect of these financial statements, and we accept no responsibility for their use by any third party.

We ask that our name be used only with our consent and that any information to which we have attached a communication be issued with that communication, unless otherwise agreed to by us.

Reproduction of Review Engagement Report

If reproduction or publication of our review engagement report (or reference to our report) is planned in an annual report or other document, including electronic filings or posting of the report on a website, a copy of the entire document should be submitted to us in sufficient time for our review before the publication or posting process begins.

Management is responsible for the accurate reproduction of the financial statements, the review engagement report and other related information contained in an annual report or other public document (electronic or paper-based). This includes any incorporation by reference to either full or summarized financial statements that we have reviewed.

We are not required to read the information contained in your website or to consider the consistency of other information in the electronic site with the original document.

Working Papers

The working papers, files, other materials, reports and work created, developed or performed by us during the course of the engagement are the property of our firm, constitute confidential information and will be retained by us in accordance with our firm's policies and procedures.

During the course of our work, we may provide, for your own use, certain software, spreadsheets and other intellectual property to assist with the provision of our services. Such software, spreadsheets and other intellectual property must not be copied, distributed or used for any other purpose. We also do not provide any warranties in relation to these items and will not be liable for any damage or loss incurred by you in connection with your use of them.

We retain the copyright and all intellectual property rights in any original materials provided to you.

File Inspections

In accordance with professional regulations (and by our firm's policy), our client files may periodically be reviewed by practice inspectors and by other engagement file reviewers to ensure that we are adhering to professional and firm standards. File reviewers are required to maintain confidentiality of client information.

Accounting Advice

Except as outlined in this letter, this engagement does not contemplate the provision of specific accounting advice or opinions or the issuance of a written report on the application of accounting standards to specific transactions and to the facts and circumstances of the entity. Such services, if requested, would be provided under a separate engagement.

Other Services

In addition to the review services referred to above, we will, as allowed by the Code of Professional Conduct/Code of Ethics, prepare your federal and provincial income tax returns and other special reports as required. Management will provide the information necessary to complete these returns/reports and will file them with the appropriate authorities on a timely basis.

Governing Legislation

This engagement letter is subject to, and governed by, the laws of the Province of Alberta. The Province of Alberta will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum or to claim that those courts do not have jurisdiction.

Dispute Resolution

You agree that:

- a) Any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation; and
- b) You will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement.

Any mediation initiated as a result of this engagement shall be administered within the Province of Alberta by an appropriate mediation organization, according to its mediation rules, and any ensuing litigation shall be conducted within such province, according to provincial law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Indemnity

Drayton Valley Municipal Library hereby agrees to indemnify, defend (by counsel retained and instructed by us) and hold harmless our firm (and its partners, agents or employees) from and against any and all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of (or in consequence of):

- a) The breach by Drayton Valley Municipal Library, or its directors, officers, agents, or employees, of any of the covenants made by Drayton Valley Municipal Library herein, including, without restricting the generality of the foregoing, the misuse of, or the unauthorized dissemination of, our engagement report or the financial statements in reference to which the engagement report is issued, or any other work product made available to you by our firm.
- b) The services performed by us pursuant to this engagement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the negligence of our firm. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by your company.

Time Frames

We will use all reasonable efforts to complete the engagement as described in this letter within the agreed upon time frames.

However, we shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by Drayton Valley Municipal Library of its obligations.

Fees at Regular Billing Rates

Our professional fees will be based on our regular billing rates, plus direct out-of-pocket expenses and applicable GST/HST, and are due when rendered. Fees for any additional services will be established separately.

Credit Terms

Where credit terms have been established, billings will be subject to Net 30 day payment with past due amounts being subject to interest at 1.5% per month. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our billings are deemed delinquent. In the event that any collection action is required by the firm, we shall be entitled to full reimbursement by the company of all collection costs incurred, including collection agency, legal and court fees

Costs of Responding to Government or Legal Processes

In the event we are required to respond to a subpoena, court order, government agency or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our normal hourly rates for the time we expend in connection with such response and to reimburse us for all of our out-of-pocket costs (including applicable GST/HST) incurred.

Communications

In connection with this engagement, we may communicate with you or others via telephone, facsimile, post, courier and email transmission. As all communications can be intercepted or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that communications from us will be properly delivered only to the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of communications transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from: communications, including any consequential, incidental, direct or indirect; special damages, such as loss of revenues or anticipated profits; or disclosure or communication of confidential or proprietary information.

Termination

Management acknowledges and understands that failure to fulfill its obligations as set out in this engagement letter will result, upon written notice, in the termination of the engagement.

Either party may terminate this agreement for any reason upon providing written notice to the other party. If early termination takes place, Drayton Valley Municipal Library shall be responsible for all time and expenses incurred up to the termination date.

If we are unable to complete the engagement or are unable to come to a conclusion on the financial statements, we may withdraw from the engagement before issuing the review engagement report, or we may issue a denial of assurance on the financial statements. If this occurs, we will communicate the reasons and provide details.

Conclusion

This engagement letter includes the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If you have any questions about the contents of this letter, please raise them with us. Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements of our review of the financial statements, including our respective responsibilities. We appreciate the opportunity of continuing to be of service to your company.

Yours truly,


NGUYEN SCOTT
LLP

Nguyen Scott LLP
Chartered Professional Accountants

Acknowledged and agreed on behalf of Drayton Valley Municipal Library by:



Mr. Douglas Whistance-Smith
Drayton Valley Municipal Library


Lyndara Couper-Smith
Library Board Chair

Date January 23, 2020

Appendix A - Review Engagement Report**REVIEW ENGAGEMENT REPORT**

To the Members of Drayton Valley Municipal Library:

We have reviewed the accompanying consolidated financial statements of **Drayton Valley Municipal Library** that comprise the statement of financial position as at December 31, 2019, and the statements of operations, change in net financial assets and cashflows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying consolidated financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of consolidated financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on the consolidated financial statements.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the consolidated financial statements do not present fairly, in all material respects, the financial position of Drayton Valley Municipal Library as at December 31, 2019, and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards

St. Albert, Alberta

Nguyen Scott LLP
Chartered Professional Accountant

Information Items

10.0 Information Items

Pages 125-155

| | |
|--|---------|
| 10.1. Economic Development Committee Meeting Minutes – June 9, 2020, and August 4, 2020 | 126-131 |
| 10.2. Sustainability Committee Meeting Minutes – July 7, 2020 | 132-134 |
| 10.3. Library Board Meeting Minutes – July 9, 2020 | 135-137 |
| 10.4. 2019 FCSS Annual Report | 138-155 |

MOTION:

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



Economic Development Meeting
Tuesday, June 9, 2020, 9:00 a.m.-3:00 p.m.
Main Event Space

Meeting Notes

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

Absent:

1.0 Call to Order

Councillor Dodds called the meeting to order at 9:08 a.m.

2.0 Additions or Deletions to Agenda

3.0 Adoption of Agenda

Councillor Bill Ballas approved the Economic Development Committee Meeting Agenda for June 9th, 2020, as amended.
Carried

4.0 Review of Notes

4.1 May 12, 2020 Committee Meeting Notes

The May 12, 2020 Committee Meeting Notes were approved as presented

5.0 Delegation FOIP section 24(1)(a)

5.1 Community Foundation 9:15am

a. Presented a Local Crime Initiative. Wants to work with the town to see it successful.

5.2 Chamber of Commerce 10am

a. There was discussion around the importance of the Town and Chamber coming together to strengthen our community. A meeting will be set next week to set goals and define the roles and responsibilities within those goals.

5.3 Energy Company for BioMile 11am FOIP section 16(1)(c)(i)

5.4 Clayton Seely - Education 12:30pm

Councillor Wheeler moved that the Economic Committee move to a Closed Session at 11:12 a.m. for Section 5.3 of the June 9, 2020, Economic Committee Meeting Agenda, pursuant to sections 16(1)(c)(i) of the Freedom of Information and Protection of Privacy Act. CARRIED

Economic Development Committee Meeting

June 9, 2020

Councillor Wheeler moved that Economic Committee come out of Closed Session at 12:10 p.m.
CARRIED

6.0 Discussion Items**6.1 Drayton Valley Economic Development Initiatives - Administration**

- a. Solar Benches – A meeting was had with the proposed company that will install the benches. There are two options that need to be reviewed by Council and Administration and a decision made on what the plan is moving forward. The decision to take the proposal to G&P for approval to move forward was unanimous.
- b. Greenhouses – There are a few obstacles/tasks that need to be completed to move to the next phase. It is in the hands of the proposed company, but progress is moving forward. On the commercial greenhouse project.. it is time to put together a business plan and start marketing it and promoting it within the community. It is time to find the key people to run the project that to move it from a council initiative to a community initiative.
- c. Local Crime – There is no need to duplicate what is already happening with local initiatives, so administration recommends facilitating what is already in progress.
- d. Valley Power – There is a proposal in the works. The option to purchase the land needs to be addressed and obstacles removed so that it is ready and available for the chosen project. Council will get more details on the land purchase and then bring it back to the next ec dev meeting for next steps.
- e. Weyerhaeuser Site – There is an application to acquire land from them. We are waiting to hear back, and then next steps can be decided.

*Caledon Economic Development Strategy (Just a sample for reference and discussion to compare how we are doing in our Economic Development initiatives)

6.2 Council Perspective on Economic Development

- a. Economic Diversification Strategy (Ontario) – Councillor Gammana
 - Should we consider doing a 'Venture Café', 'Shark Tank' style initiative that draws in local business and entrepreneurs? We need to get into the mindset of saving our community and not relying on the government to step in. This is an area where the chamber of commerce can partner with the town to create new opportunities for business.
- b. Ethanol Plant – Councillor Gammana
 - Councillor Gammana shared a letter proposal to the Town from an Energy company that would like to develop an ethanol plant in the Drayton Valley area. They have sent a letter of intent and are asking for a response from the Town. Council and Administration will invite them to come and do a presentation to learn more about the project.

6.3 Update on Pillar Initiatives (Tabled)

- a. Quality of Life – Seniors & Others
- b. Economic Development Incentive Package
- c. Open house at CETC – Community Engagement in Progress

Economic Development Committee Meeting

June 9, 2020

7.0 Other Business

8.0 Items for Next Meeting

a. Riverside Development

9.0 Next Meeting Date

- July 14, 2020, 9:00 a.m., Clean Energy Technology Centre

10.0 Adjournment

Mayor Doerksen adjourned the meeting at 2:51 p.m.

COMMITTEE CHAIR

CHIEF ADMINISTRATIVE OFFICER

APPROVED



Economic Development Meeting
Tuesday, August 4, 2020, 9:00 a.m.-3:00 p.m.
Main Event Space

Meeting Notes

Present: Mayor Michael Doerksen, Councillor Bill Ballas, Deputy Mayor Nancy Dodds, Councillor Fayrell Wheeler, Councillor Tom McGee, Councillor Amila Gammana, Winston Rossouw, Manny Deol, Jenn Carter, Debbi Weber, Waseem Jabre, Ryan Fynn

Absent: Councillor Corey Peebles

1.0 Call to Order

Deputy Mayor Dodds called the meeting to order at 9:30 a.m.

2.0 Additions or Deletions to Agenda

a. Delegation Kuliassa/Bannard Cancelled

3.0 Adoption of Agenda

Councillor Fayrell Wheeler approved the Economic Development Committee Meeting Agenda for August 4, 2020, as amended.
Carried

4.0 Review of Notes

4.1 June 9, 2020 Committee Meeting Notes

The June 9, 2020 Committee Meeting Notes were approved as presented

5.0 Delegation

5.1 Avalie Peck – **10:15am**

5.2 Dennis Kuliassa/Ken Bannard (Cancelled)

6.0 Discussion Items

6.1 Education Developments (Slide Deck) – Deputy Mayor Dodds presented the slide deck that will be sent to the Minister of Advanced Education showing the proposed new model for post secondary education in Drayton Valley. Councillor Ballas suggested we incorporate 'Drayton Valley' in the Centre name to promote our Town and to have our assets listed for what the community has to offer the students. This will be decided upon when it hits the marketing phase. The slide deck will be presented to the Minister of Advanced Education.

a. Renert School – Mayor Doerksen met with Renert School, out of Calgary, to inquire about how they function and if there is an opportunity to have a private elementary school in Drayton Valley. There are quite a few challenges

*Economic Development Committee Meeting**August 4, 2020*

to overcome. Mayor Doerksen is going to do some more research and then will communicate with Council and Administration.

- b. Citi College – Citi College, from Toronto, had representation visit the CETC and discuss the possibilities of running programming in our new college. An MOU draft has been sent.
- c. Del Mar College – Del Mar is a private college out of Calgary that is interested in offering programming in Drayton Valley. They are scheduled to come to Drayton at the beginning of September to tour the CETC and discuss options.
- d. U of A – Delegates came to the CETC to talk about the future skills application and about partnering to deliver education. They sent an email with some suggestions and inquiries. Administration will respond and present information as it progresses.
- e. NAIT – The meeting has been postponed with NAIT and an update will come post meeting.
- f. Northern Lakes – There has been a bit of a roadblock as they don't align with our model. More discussion needs to take place to see if there is any way we can work together.
- g. PMP – We have applied to become a test centre. The application process is approximately 85% complete. The CETC will host this initiative. There was a PMP course scheduled for August, due to lack of participants we will re-schedule at the end of September after summer holidays have ended.

6.2 Energy Updates

- a. Ethanol Plant Opportunity – Winston has taken on this project. The company that is in discussion to bring this industry to Drayton Valley is putting together an expression of interest to present to Council. Administration will relay information once they have received it.
- b. Biomass to Liquid (BTL) Organization – There was a meeting held with Weyerhaeuser regarding the quantity available for feedstock. There is not enough available, so they have to go back to the drawing board to find options that are economical. More information to follow.

6.3 Misc Updates

- a. Intermunicipal Collaboration – Winston and Manny have been communicating with surrounding municipalities regarding the dissolution of the West Central Planning Agency (WCPA). There has been a letter of invitation sent out to join Drayton Valley in a new initiative to take the planning and development on for the Region. The current Director of the WCPA is offering to come on board as an employee of the Town and lead this department. There is a meeting with CAO from Rocky, Hinton and Edson to test the waters and see if there is a way to partner together.
- b. Hemp/Cannabis Lab – Nothing new to report
- c. Healthcare Opportunity Assessment MNP (FYI Only)
- d. Chamber & Tourism – Jenn Carter has been working with the Chamber of Commerce and The Drayton Valley Hospitality and Tourism Authority to collaborate with the Town and highlight tourism and Commerce in our

*Economic Development Committee Meeting**August 4, 2020*

Region. Economic Development will have representation from both parties attend meetings when they are available and in return Jenn will attend their meetings. Strategic plans and goals are being set and those details will be presented to Council and Administration as they are finalized.

- e. Greenhouse Workshop – Dr. Mirza came to the CETC and did a workshop on greenhouses. There was success in participation and opportunity to hold another workshop in the future. Dr. Mirza is working on a business plan for the Town build a greenhouse and grow strawberries. There will be more information in the next 60 days.

7.0 Other Business**8.0 Next Meeting Date**

- September 8, 2020, 9:00 a.m., Clean Energy Technology Centre

9.0 Adjournment

Deputy Mayor Dodds adjourned the meeting at 2:16 p.m.

COMMITTEE CHAIR

CHIEF ADMINISTRATIVE OFFICER



*Sustainability Committee Meeting
Friday, July 7, 2020, 10:00 a.m.-12:00 p.m.
Town of Drayton Valley Conference Rooms #2*

Meeting Notes

Present: Councillor Nancy Dodds, Councillor Fayrell Wheeler, Aishah Mohd-Isa, Lisa Legeas, Matt Ellis

1.0 Call to Order

Councillor Dodds called the meeting to order at 10:08 a.m.

2.0 Additions or Deletions to Agenda

3.0 Adoption of Agenda

Councillor Wheeler moved to approve the agenda as presented.
Carried

4.0 Approval of Committee Meeting Notes

4.1 Sustainability Committee Meeting Notes, June 5, 2020

4.2 Ms. Mohd-Isa requested the minutes be updated to edit financial information regarding the solar benches. Chair, Councillor Nancy Dodds approved.
Councillor Wheeler approved the revised Sustainability Committee Meeting Notes from June 5, 2020.
Carried

5.0 Discussion Items

5.1 Garbage Bins

Councillor Wheeler to bring options to Council regarding the stickers and the different sized bins. The collection fee is broken out of the full portion of costs for garbage for residents. If the waste went back to bi-weekly, it would drop the cost for both waste pick-up and the landfill charges. Mr. Ellis asked about the rates and the bi-weekly pickup. Councillor Wheeler and Councillor Dodds will bring the recycling and garbage options to the next G&P meeting on scheduled for July 8, 2020. Councillor Wheeler talked about the schedule for the drivers from E360. Councillor Dodds had advised that we should give the residents the option of weekly or bi-weekly pick up.

5.2 Sustainability Treat Day

Treat Day was moved to Friday, July 10, 2020 at 9:00am

*Sustainability Committee Meeting**July 7, 2020*

5.3 Recycling Review

Councillor Wheeler will complete the recycling information and provide to the committee to review for presentation at G&P on July 8, 2020. Councillor Wheeler and Councillor Dodds reviewed and discussed the recycle information that was prepared and sent to the committee members.

5.4 Art Policy

Mr. Ellis had discussed a street art contest he came across that happens in Edmonton that we could possibly implement in Drayton Valley and have people come by and create art projects within the community. He had advised that construction sites should have more art projects instead of having just the fencing. The committee talked about having an art piece within the downtown core. Councillor Dodds had talked about an art structure that has been brought up in Council. Councillor Wheeler advised there is a paint that you can use that would coat the art project to protect from vandalism. The artist would provide own supplies and do a draw within the Town. Councillor Wheeler suggested that an artist in Entwistle, Bre, to help maintain and oversee the art project. An art grant and policy had been discussed with Council. Mr. Ellis will prepare the piece for the next meeting. Possibility of a grant to create a public outdoor space with the name of "Drayton Valley" in it was also discussed.

5.5 Community Needle Proposal

Ms. Legeas to call Alberta Health Services to find information regarding the disposal boxes in public places including washrooms etc.

5.6 PACE Program

Councillor Wheeler updated Mr. Ellis on this program. The FCM grant is approved. Councillor Wheeler advised not to bring forward just yet to G&P. Ms. Mohd-Isa to be the main contact and will pull bylaws from other municipalities and what the Town's role would be and to contact them regarding any questions or concerns.

5.7 Updates from the Energy Management Profession Course

Ms. Mohd-Isa reviewed the information in the agenda package which includes an Organization Self Assessment which needs to be completed. How to organize programs etc. She provided other documentation to the committee that would help with writing proposals and other things.

Standing Items**5.8 Sustainability Vision 2019-2021 – Action Plan****6.0 Other Business****7.0 Information Items****8.0 Items for Next Meeting**

- Community Needle Disposal – updated information
- PACE Program – continue discussion
- G&P – garbage bin discussion – what was said and discussed
- Art Policy – New information

Sustainability Committee Meeting

July 7, 2020

9.0 Next Meeting Date

- August 20, 2020, 9:00 a.m. – 11:00 p.m. at Town of Drayton Valley in Conference Room #2

10.0 Adjournment

Councillor Dodds adjourned the meeting at 11:24 a.m.

APPROVED

TOWN of DRAYTON VALLEY LIBRARY BOARD MEETING MINUTES

The minutes of the Drayton Valley Municipal Library Board regular meeting held
July 9 at 9:30 am, Board Room 2

PRESENT **Trustees:** Rosemarie Mayan (Vice Chair), Pat Adamson (Treasurer), Colleen Andersen, Donna Gawalko, Sandra Blades, Nancy Dodds (Town Councilor), Donna Wiltse (County Councilor)

Library Admin: Doug Whistance-Smith (Director), Dana Crawford (Recording Secretary)

ABSENT Lyndara Cowper-Smith (Chair),

GUESTS Moe Hamdon

CALL TO ORDER

Rosemarie Mayan called the meeting to order at **9:32 am**.
Quorum Declared

Vote in Absentia: Lyndara Cowper-Smith has forwarded voting privileges to Rosemarie Mayan for the vote on new facility recommendation to councils.

Introductions of guests: Moe Hamdon and Kamal Hamdon – owners of Sears Building 5129 51 St.

ADOPTION OF AGENDA

Additions: None

Deletions: None

MOTION 2020-046 *Pat Adamson* moved to approve the agenda.

CARRIED

ADOPTION OF MINUTES

Additions: Colleen Andersen made amendments to wording in the Jun 18th trustee report.

Deletions: None

MOTION 2020-047 *Pat Adamson* moved to adopt the minutes with changes from the **Jun 18th, 2020** meeting.

CARRIED

DELEGATIONS

Old Sears Outlet Proposal – Moe Hamdon

Moe and Kamal Hamdon shared information regarding the renovations required to convert the Old Sears Outlet to a new library facility. Cost for lease was negotiable, suggested at \$10.00 / per square foot for 9750 square feet over 15 years.

The Hamdon family is also willing to consider a lease-to-own or outright purchase of the facility. Purchase price to be determined following property assessment by an assessor of the board or town's choosing.

BUSSINESS

Discuss New Facility Options

MOTION 2020-048 *Donna Gawalko* moved to enter in-camera session at 10:15 am

CARRIED

MOTION 2020-049 *Donna Wiltse* moved to exit in-camera session at 11:15 am

CARRIED

Motion for Recommendation to Councils

MOTION 2020-050 An anonymous ballot was cast to recommend the United Church or the Old Sears Outlet to Councils.

**5 x Votes for SEARS
3 x Votes for UNTIED CHURCH**

Action Item: *The Director draft letter to councils declaring the outcome of the vote on recommendation along with a summary of the Committee's findings.*

Lyn's Annual BBQ

Due to COVID-19 restrictions, more information will be provided as it becomes available.

Policy

Tabled until next meeting.

FINANCIAL

June Financial Reports

Doug shared June financial reports with the board. Received Grants from Town.

Current Account Balance

Chequing (\$80,245), Savings (\$130,743), Ops Reserve (\$50,009), Cap Reserve (\$0)

MOTION 2020-51

Pat Adamson moved to accept the June financials as information

CARRIED

REPORTS

Trustee Reports

None

Operation Manager's Report

Relaunch is going well. Library has been well accessed by library users but has not reached maximum 20-person capacity since reopening.

Directors Report

Statistics: June 2020

Doug shared the statistics report for June 2020. Board commended programmers for their work during COVID-19 restrictions.

YRL Report – None

Committee reports

None

MOTION 2020-052

Donna Wiltse moved to receive the reports as information.

CARRIED

CORRESPONDENCES

Outgoing Items:

- None

Incoming Information Items:

- None

Action/ Decision Items:

- None

Signing Documents and Cheques

Rosemarie Mayan

UPCOMING MEETINGS

Next Board meeting: **Thursday August 20th, 2020 @ 1:15 pm – Board Room 2**

ADJOURNMENT

MOTION 2020-053

Colleen Andersen moved to adjourn the meeting at **11:30 am**.

CARRIED

Board Chair

Recording Secretary

Adopted on the ____ day of _____, 2020



2019 FCSS ANNUAL REPORT

*Building a resilient community
through prevention*



For more information call 780-514-2200 or
Email fcss@draytonvalley.ca

What is Family & Community Support Services?

Drayton Valley and District Family and Community Support Services (FCSS) is a partnership between the Province of Alberta and the Town of Drayton Valley, Brazeau County and Parkland County that develops locally driven initiatives to enhance the social well-being of individuals, families and community through prevention. Our program provides service to residents of Drayton Valley, Brazeau County west of the North Saskatchewan River (the area east of the river is served by Breton FCSS) and Parkland County.

We strive to ensure that:

- Community members are resilient (able to overcome life's challenges);
- People have a sense of belonging to, ownership of and pride in their community;
- Organizations are partnering and collaborating to build community capacity; and
- Citizens are aware of the resources available and how to access them.

Lola Strand
FCSS Program Manager



Jennifer Fynn
FCSS Program Assistant



Emily Hickman
Homelessness & Poverty
Reduction Coordinator



Tracy Burrill
Home Support Worker



Paula Newberry
Home Support Worker



FCSS 2019 Operating Budget

- The Town of Drayton Valley contributed just over \$40,000 in addition to its \$176,000 Provincial grant.
- Brazeau County contributed just over \$32,000 in addition to its \$130,000 Provincial grant.
- Parkland County contributed approximately \$7,000 in addition to its \$30,000 Provincial grant
- The 2019 granting budget included \$130,000 in grant funds allocated to community initiatives.

Non-FCSS Funds:

- Alberta Rural Development Network ARDN (Homelessness & Poverty Reduction Team) Agreement ending October of 2019
- Neighbourhood Place - grant program ending March of 2020
- Early Childhood Coalitions of Alberta (Community Parenting Coalition) - grant program ending March 2020

2019 FCSS Grants

TOWN OF DRAYTON VALLEY

A.L.I.V.E. 55

\$25,237.00

AIM FOR SUCCESS

I Am Empowered Conference

\$2,500.00

DRAYTON VALLEY COMPREHENSIVE FAMILY VIOLENCE INSTITUTE

\$3,200.00

BURDEN BEARERS COUNSELLING CENTRE

\$4,200.00

YOUNG MOM'S GROUP

\$2,000.00

DRIVE HAPPINESS VOLUNTEER PROGRAM

\$9,700.00

WILD ROSE SCHOOLS

Safer School Together

\$14,500.00

PEMBINA CRISIS CONNECTIONS SOCIETY

\$24,000.00

BRIGHTER FUTURES FAMILY RESOURCES SOCIETY

Summer Day Program

\$8,794.00

EAGLE POINT BLUE RAPIDS PARKS COUNCIL

Education Program

\$11,865.00

BOYS AND GIRLS CLUB

Out of School Program

\$20,000.00

METIS MULTI-CULTURAL

Youth Society

\$4,000.00

HEALTHY COMMUNITIES COALITION

Integrated Youth Hub

\$4,270.90

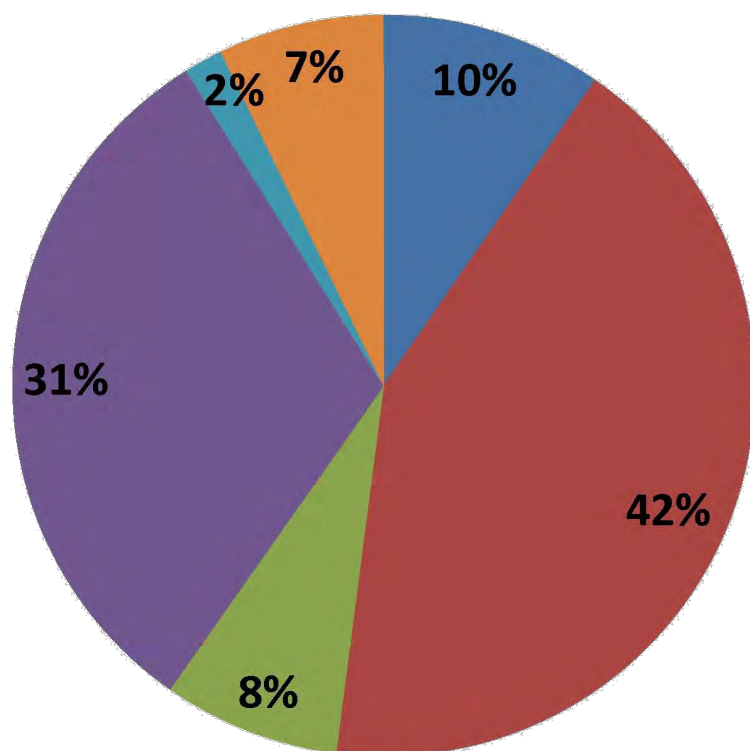
MCMANN

Santa's Workshop

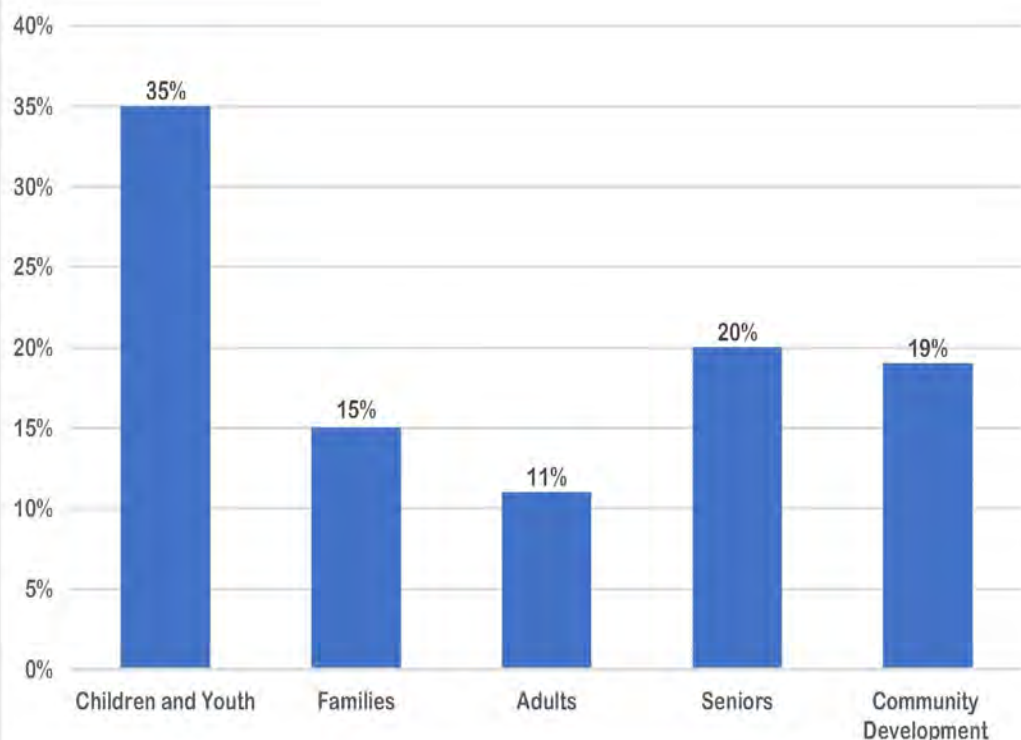
\$1,000

2019 Snapshot

Every \$1 contributed by the Municipalities leverages \$3.97 in the community.



■ Town - Municipal ■ Town - Provincial
■ Brazeau - Municipal ■ Brazeau - Provincial

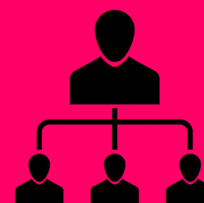


FCSS offered 19 in-house programs and services and funded 14 external programs



18,494

PEOPLE WERE
SERVED



3,725

REFERRALS
WERE PROVIDED



505

VOLUNTEERS PUT IN

11,524

VOLUNTEER HOURS
EQUIVALENT TO

\$230,480

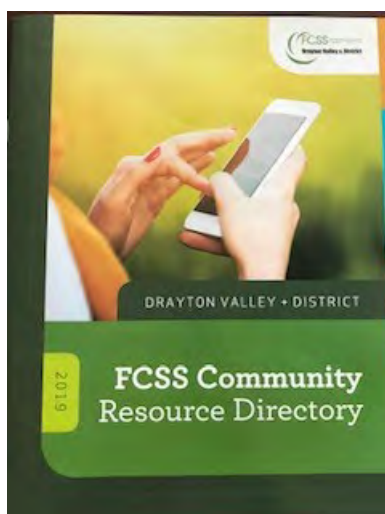
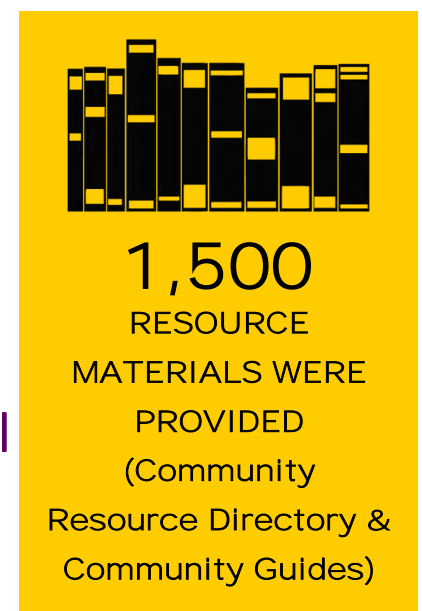
Information & Referral

FCSS staff members are known for being visionary, inclusive, knowledgeable, and compassionate – a significant asset to the community. They are recognized for having wonderful navigation skills, which are important when working with clients and community to navigate complex health and human services.

One of our priorities is to ensure that citizens are aware of the resources and how to access them. We do this by:

- Promoting FCSS as a referral and navigation service;
- Providing opportunities for local service providers to showcase their resources; and
- Maintaining a current database of community resources and making it available to the community.

In 2019 we provided Information, referral and navigation services to approximately:



2,500 phone inquiries

200 email inquiries

1,025 walk-in inquiries



Children & Youth

FCSS—funded programs for children and youth increase and improve independence, coping and interpersonal skills. They foster relationships and connections, and develop an awareness of social needs and responsibility.

In-House

Skatepark Jam

Over 100 people of all ages enjoyed a day full of skateboarding, music and food with members of the Drayton Valley RCMP.

Making Financial Cents Program

Local financial experts taught basic financial life skills to over 30 Gr. 12 students as they launch into independence.

Funded Programs

Brighter Futures Family Resource Society Summer Day Camp

163 children attended summer day camp.

Aim For Success I am Empowered Conference and Mentoring Program

110 young girls and women attended a conference focused on self esteem and self confidence.

Wild Rose School Division Safer Schools Together

1175 parents, youth and teachers learned about how to use social media safely.

Eagle Point-Blue Rapids Parks Council Education Program

Over 3452 youth had the chance to unplug from electronics and learn why it's important to connect with nature.

Boys & Girls Club of Drayton Valley

Licensed Out of School programs gave 105 children ages 5-12 years old after school care until 6 pm as well as on most no school days. Summer care was also offered this year.



Outcomes

According to children and youth program surveys:

95%

Of participants said that they are more able to communicate with their students/children about safe social media use.

88%

Of girls said the "I Am Empowered Conference" helped them to have more confidence.

90%

Of youth said that they understand the importance of spending time in nature as a result of the Eagle Point-Blue Rapids Environmental Program.

94%

Of children said that they are better at making friends as a result of attending the Brighter Futures Summer Day Camp.

94%

Of parents said their child shows more self-confidence as a result of attending the Brighter Futures Summer Day Camp.

88%

Of youth said that they are empowered to make the world a better place as a result of the Eagle Point-Blue Rapids Environmental Program.

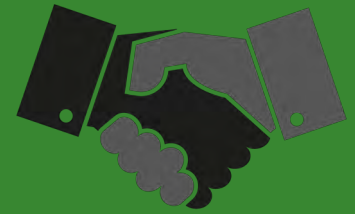
82%

Of children said they are better at solving problems and making friends as a result of attending the Boys & Girls Club Out of School Program.



9,337

CHILDREN and
YOUTH WERE
SERVED



176

VOLUNTEERS PUT IN
1246
VOLUNTEER HOURS

Families

FCSS - funded programs for families aim to improve social well-being and healthy functioning, develop positive relationships, improve parenting, and ensure that they have social supports, such as networks and access to resources, as needed.



In-House Program

Free Family Movies

Over 300 parents and children enjoyed free family movies while they learned about the stages of early childhood development and available community resources .

Family Day Disconnect to Connect

Families and schools competed by logging the number of hours that they disconnected from technology on Family Day to spend time together.

Funded Programs

Pembina Crisis Connection Society

Over 2800 children, youth and adults learned about the prevention of harm caused by violence towards self and others including domestic violence, bullying and suicide.



Drayton Valley Comprehensive Violence Institute

Psycho-educational groups for men and women helped 54 individuals who are experiencing family violence to better deal with their stress and anger.

Young Mom's Group

16 pregnant teens and young mothers who are at risk for poor parenting outcomes accessed a network of formal and informal services and supports available to reduce social isolation and enhance self reliance.

Outcomes

According to family program surveys:

84%

Of people who attended the Family Violence “Moving Beyond Anger and Anxiety” program know more about how to set personal boundaries



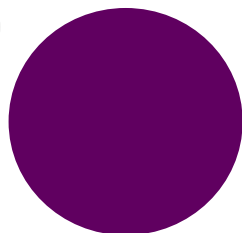
100%

Of young moms said they are accessing the resources their families need as a result of attending the Young Mom’s groups.



100%

Of moms said they feel supported by the Young Mom’s group.



79%

Of people say that as a result of PCCS, they are more aware of the impact of domestic violence, bullying or suicide in their community.



784

FAMILIES WERE SERVED



10

VOLUNTEERS PUT IN

695

VOLUNTEER HOURS

Adults

FCSS - funded programs for adults strengthen people by developing their skills, knowledge, and confidence to be able to overcome life's challenges.

In-House

Making Financial Cents Program

12 people attended 10 classes facilitated by local financial gurus geared to help people to make informed financial decisions.



Volunteer Income Tax Program

Volunteers completed 323 tax returns for low income families and individuals free of charge. This ensured that these residents were able to receive the federal and provincial benefits they need.

TESTIMONIAL

Making Financial Cents Program participant

"For me the courses seemed to become more and more interesting as each week passed. A much larger portion of the general public should be exposed to the content of these weekly courses."



Funded Program

Burden Bearers Counselling Centre

46 people who may not have been able to pay for private counseling received the support they needed.



Outcomes

According to adult program surveys:



80%

People said that they are better at handling whatever comes their way and are better able to maintain relationships as a result of attending Burden Bearers Counseling Centre

97%

People said that they are more able to make wise financial choices as a result of attending the Making Financial Cents Program

*Lend an ear
when you need it most.*

Subsidized Mental Health Support is now available!

Call any of the following counsellors to set up an appointment today!

We can help!

S. Dodds Counselling Services - (780)515-1278

Brenda Petrie Psychotherapy and Consulting - (780)621-9254

Dr. Lisa Buys Counselling - (780)237-5699

Judith Gill Psychological Services - (780)621-1196

Lara Willows / Burden Bearers Counselling Centre - (780)542-6045

We're all in this together



6945

PEOPLE WERE
SERVED



18

VOLUNTEERS PUT IN

413

VOLUNTEER HOURS

VACANCIES IN THE URBAN HOUSING PROGRAM!



The Town of Drayton Valley's Affordable Housing Program has 2-bedroom apartments available immediately!

Rent includes heat/water/sewer!

For more information or to apply please contact Emily with Drayton Valley and District FCSS at 780-514-2221

Seniors

FCSS - funded programs for seniors allow for seniors to be actively engaged and supported to allow healthy, independent living.

Snow Angels

19 seniors had their snow removed by a volunteer.

Telus Wise

19 Seniors learned how to navigate social media and the internet effectively and safely.

In-House Programs

Seniors Benefits Workshops

27 Seniors learned about eligible Provincial and Federal benefits.

Home Support

34 Seniors received assistance with light housekeeping and meal preparation.

Drive Happiness Volunteer Program

16 Seniors accessed the volunteer driver program as an affordable way to get doctor appointments or shopping.

Seniors Tea

90 seniors were celebrated at our Annual Seniors tea where they enjoyed lunch and were entertained by local children and youth.

Funded Program

ALIVE 55

615 seniors had access to programs at the Pool and the Omniplex in an effort to reduce isolation and ensure that seniors feel connected to one another and their community, as well as the resources they may need to achieve an optimal quality of life.



Outcomes

According to seniors program

100%

Of seniors say that the ALIVE 55 Program helps them to feel less isolated and more connected to others.

100%

Of seniors who accessed the Drive Happiness program say they feel less isolated from others in their community.

TESTIMONIAL

"Home support is greatly appreciated. It's keeping me in my own home longer".



100%

Of seniors say they are accessing the community resources they need to remain in their own homes as a result of receiving Home Support Services .

TESTIMONIAL

"I love when my family visits they do not have to clean. Tracy has already taken care of it and we have time to visit ."

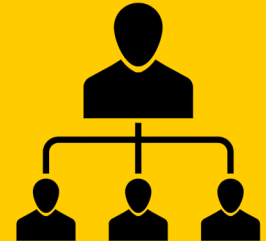
TESTIMONIAL

" Having Tracy in my home brings me so much happiness and someone to talk to."



1388

SENIORS WERE SERVED



2025

REFERRALS WERE PROVIDED

90%

Seniors report that the Telus Wise For Seniors has helped them to be more connected to others in their community.

Community Development

FCSS community development programs aim to improve the social well-being of the community, including connectedness & support for volunteerism.



In-House Programs

Block Parties

150 families got to know their neighbours as a result of participating in a Block Party.

Community Dinners

Approximately 144 volunteers from 16 businesses prepared and served meals to over 3,600 people.

Volunteer Appreciation Night

We celebrated 203 local volunteers with dinner and entertainment at our annual Volunteer Appreciation Banquet.



Board Development Workshop

11 volunteers learned about the roles and responsibilities of being on a volunteer board.

De-escalating Training

30 service providers learned how to de-escalate a potentially violent situation.



Canada Day

About 4,000 people celebrated Canada Day at the Rotary Park.

Outcomes

According to community development program surveys:

TESTIMONIAL

"I feel confident now that when these situations arise, I can take control"

De-escalating Training Participant



TESTIMONIAL

"Love DV FCSS" Board Development Workshop participants

100%

Participants of the Board Development Workshop have increased their capacity to fill their roles more effectively .



TESTIMONIAL

"It is so amazing how FCSS started Community Dinners and now the community is taking it on!"
Community Dinner Participant

TESTIMONIAL

"This is a great benefit to our group, thank you!"

TESTIMONIAL

"We think this is such a fantastic way to give back to the community. It really makes us feel like we are contributing to something special."
Community Dinner Host Company



250

VOLUNTEERS PUT IN

8640

VOLUNTEER HOURS

97%

Of volunteers say that they feel that they are important to the community as a result of attending the Volunteer Appreciation Banquet.

Homelessness

192 Clients Served

We assisted 192 unique clients access and navigate resources, pay their rent, keep their utilities connected, obtain vital identification and documentation, complete their taxes and access emergency shelter over 288 occasions.



141 Nights

Out of the Cold

The Community Mat Program was open 141 nights from January to April and October to December. During that time, we offered emergency shelter to 20 unique clients providing 206 nights of shelter.



TESTIMONIAL

"The work being done on homelessness in Drayton Valley was cited as an example of the passionate focus exhibited by FCSS – absolute concern and caring for the individuals and families experiencing housing uncertainty, and the community organizations trying to improve quality of life."

Community
Partner

22 Clients have

Access to Vital Documents


Having ID is not a luxury, it is necessary for not only accessing even the most basic services but also for finding employment. We helped 22 individuals get pieces of basic ID (Health cards/government picture ID /birth certificates) and stored copies and other vital documents (tax returns, employment documents, etc.)

Partnerships

FCSS uses a community development approach that brings groups and organizations together, forms partnerships and helps to tackle wicked issues like homelessness, poverty, and mental health.

As a proven collaborator, FCSS maintains many community relationships grounded in trust and respect for different ideas and perspectives. FCSS plays a significant role in:

- The Homelessness and Poverty Reduction Team
- Resilient Youth in Stressed Environments (RYSE)
- The Drayton Valley Integrated Services Hub for Youth
- Healthy Communities Coalition
- Community Parenting Coalition
- Drayton Valley Comprehensive Family Violence Institute

Dr. Michael Ungar is the Resilience Research Research Chair in Child, Family, and Community Resilience at Dalhousie University. He is the author of 14 books, numerous articles for parents, educators, and employers, and more than 350 scientific papers and book chapters. Dr. Ungar has adapted findings from his research and clinical practice into best-selling works for professionals and researchers, including *Too Safe For Their Own Good: How Risk and Responsibility Help Teens Thrive* and his most recent work, *I Still Love You: Nine Things Troubled Kids Need From Their Parents*. His blog *Nurturing Resilience* appears on Psychology Today's website.

www.michaelungar.com

WORKSHOP

How can we show children we love them even when they push us away? How do we make children more resilient when they are angry, anxious, abusive or delinquent? Michael's words will help you understand the importance of everyday heroes that change children's lives, even when parents, caregivers and educators are frustrated and unsure what to do next.

I STILL LOVE YOU: 9 THINGS KIDS NEED FROM THEIR PARENTS, CAREGIVERS & SCHOOLS TO BUILD RESILIENCE

DR. MICHAEL UNGAR
October 10, 2018
CETC @ 7 pm

FCSS is described as the community's collaborative nucleus - the organization that recognizes when conversations are needed, who has a role to play in the discussion, and then takes the action to make it happen.

Partnerships con't.

"FCSS maintains a passionate focus on what's best for Drayton Valley and Brazeau County and their community members. It is far more concerned about helping people get what they need than building an empire by trying to do it all themselves. This passionate focus led to the description of FCSS as the communities SOCIAL FILTER - always looking out for it's people, understanding the political, economic and social environment of the community, and seeking to find the best possible solutions."

Community Partner



DRIVE HAPPINESS
gives the gift of transportation to seniors with reduced mobility and limited resources.
WE NEED VOLUNTEER DRIVERS
Volunteer with us and make your own schedule plus make a new friend. Help us enable resource seniors to remain living in their homes for as long as possible.
Call 424-5438 or drivehappy@draytonvalley.ca to make a difference.



"The current economic environment and pandemic are putting pressure on Drayton Valley and Brazeau County residents and families. FCSS is in a unique position to leverage its strong community ties and provincial network to monitor trends and fast track great ideas locally. The community trusts them to do this work."

Community Partner