

Town of Drumheller COUNCIL MEETING AGENDA

**April 22, 2013 at 4:30 PM
Council Chamber, Town Hall
703-2nd Ave. West, Drumheller, Alberta**



Page

1.0 CALL TO ORDER

2.0 MAYOR'S OPENING REMARK

2.1 Mayor T. Yemen to Proclaim April 29th to May 3rd as Alberta Works Week.

3.0 PUBLIC HEARING

3.1 Bylaw 08-13 to amend Land Use Bylaw No. 10.08 by designating a portion of the S 1/2-28-28-19-W4M from "UT" - Urban Transitional District to "SCR" - Suburb Community Residential District

3.2 Bylaw 07-13 to amend Land Use Bylaw No. 10.08 by designating Plan 7251 CK, Block 49A, Lots A to G from "UT" - Urban Transitional District to "M-1" - Light Industrial District

4.0 ADOPTION OF AGENDA

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

5.1.1 Regular Council Meeting Minutes of April 8, 2013

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

5.2.1 Municipal Planning Commission Minutes March 21, 2013

5.2.2 Municipal Planning Commission Minutes of April 4, 2013

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

6.1 Ryan Semchuk, FM - Dinofest Update

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1. CAO

- 28-49 8.1.1 Amended MUNIX Subscribers Agreement

8.2. Director of Infrastructure Services

8.3. Director of Corporate Services

- 50-51 8.3.1 Bylaw 10.13 - Authorize the Rates of Taxation to be Levied Against Assessable Property for the 2013 Taxation Year - First and Second Readings

8.4. Director of Community Services

- 8.4.1 Update on the Badlands Community Facility Marketing Strategy

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

- 52-53 10.1 Bylaw 08.13 to amend Land Use Bylaw No. 10.08 by designating a portion of the S 1/2-28-28-19-W4M from "UT - Urban Transitional District to "SCR" - Suburb Community Residential District
- 54 10.2 Bylaw 07.13 to amend Land Use Bylaw No. 10.08 by designating Plan 7251 CK, Block 49A, Lots A to G from "UT" - Urban Transitional District to "M-1" - Light Industrial District

11.0 UNFINISHED BUSINESS

12.0 NOTICES OF MOTIONS

13.0 COUNCILLOR REPORTS

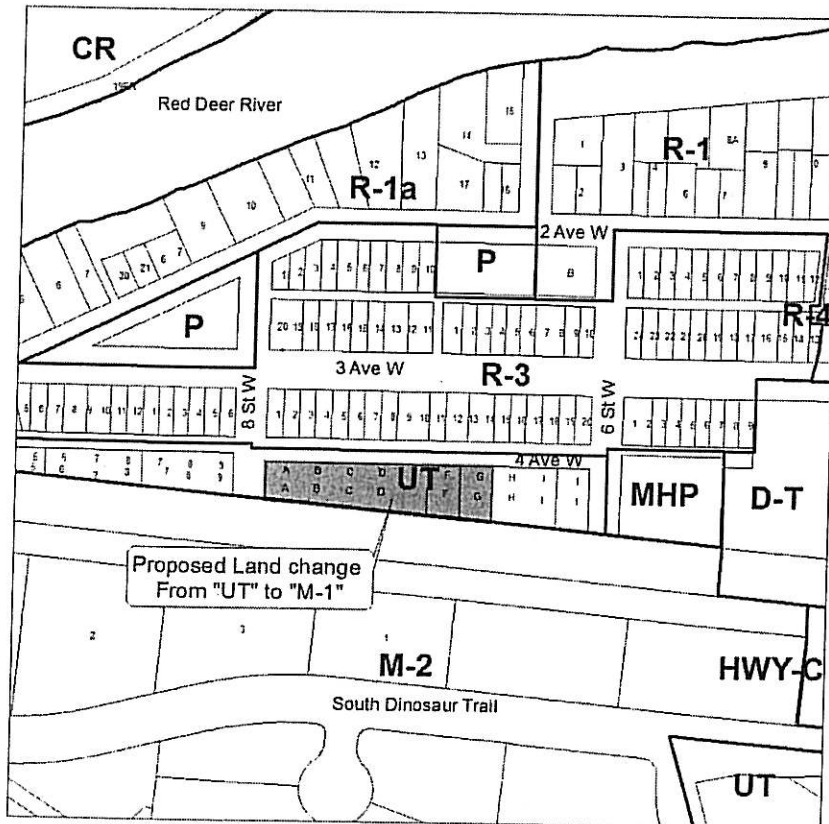
14.0 IN-CAMERA MATTERS

- 14.1 Legal Matter

Town of Drumheller
NOTICE of PUBLIC HEARING FOR BYLAW 07.13
PROPOSED AMENDMENT TO LAND USE BYLAW NO. 10-08

Agenda Item # 3.2

DATE: April 22, 2013
TIME: 4:30 PM
PLACE: Town of Drumheller Council Chambers, Drumheller, Alberta
PURPOSE: The purpose is to consider an application to amend Land Use Bylaw No.#10-08 Schedule A, The Land Use District Map, by re-designating designating Plan 7251 CK; Block 49A; Lots A to G in the Town of Drumheller from "UT" – Urban Transitional District to "M-1" – Light Industrial District as shown on the plan below:



PRESENTATION: Oral and written comments and suggestions are invited and should be addressed to the point of the proposed amendment. They may be made by any person or group of persons or a person acting on his/her or their behalf, who claims to be affected by the proposed amendment, and by any other persons that the Council wishes to hear at the hearing. Written submissions may be made by the persons above, and may be received in the Town of Drumheller office by 4:00 P.M. on April 22, 2013. Oral presentation may be made at the hearing by the persons above, whether or not they have made a written presentation. The time limit of oral presentations is subject to the direction of the Chairperson.

DOCUMENTATION: Copies of the proposed amendment to Land Use Bylaw No. 10-08 are available for public inspection at the Town of Drumheller office during regular office hours.

This notice is given pursuant to Sections 606 and 692 of the Municipal Government Act.
First Publication: April 5, 2013
Second Publication: April 12, 2013

**Town of Drumheller
COUNCIL MEETING
MINUTES**

April 8, 2013 at 4:30 PM
Council Chamber, Town Hall
703-2nd Ave. West, Drumheller, Alberta



PRESENT:

MAYOR:

Terry Yemen

CHIEF ADMINISTRATIVE OFFICER/ENGINEER:

Ray Romanetz

DIRECTOR OF INFRASTRUCTURE SERVICES:

Allan Kendrick

ACTING DIRECTOR OF CORPORATE SERVICES:

Bill Wulff

DIRECTOR OF COMMUNITY SERVICES:

Paul Salvatore

RECORDING SECRETARY:

Linda Handy

ABSENT: Councillors: Jay Garbutt
Tom Zariski

1.0 CALL TO ORDER @ 4:30 PM

Mayor Terry Yemen, with Drumheller's Dragons lost to the Brooks Bandits and wearing their jersey, proclaimed that the City of Brooks is a great place.

Mayor T. Yemen presented a letter from Alberta Sport, Recreation Parks & Wildlife Foundation which advises that the status of the Municipal Recreation/Tourism Areas grant program which the Town has received funding through this program for the operation and maintenance of Newcastle Beach Recreation Area will be reduced by 50%. In 2013, the Town will receive \$4,000.

2.0 MAYOR'S OPENING REMARK

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

MO2013.61 Shoff, Stanford move to adopt the agenda as presented. Carried unanimously.

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

5.1.1 Regular Council Meeting Minutes of March 25, 2013

MO2013.62 Hansen-Zacharuk, Stanford moved to adopt the regular Council meeting minutes of March 25, 2013 as presented. Carried unanimously.

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1. CAO

8.1.1 Bylaw 09.13 being a bylaw to close a portion of an undeveloped road allowance (17th Street SW) and a portion of 16th Street SW and a portion of a lane from public use

R. Romanetz advised that the bylaw proposes to close unused road allowances within the ski hill / passion play combined site area and for the area to be consolidated for the creation of a number of lots as identified Schedule C. Once the road allowances are closed, the Passion Play will proceed with subdivision of the Town owned land located to the south and finalize a long standing lease / sales agreement with the Passion Play. Titles will be created for Parcels 3, 4 and 5 transferred to the Passion Play (at a value established by Council for a not for profit society). Parcels 1 and 2 will be consolidated with the area that the Town would lease to the Passion Play (previously used as an auto wreckers yard) because of the servicing difficulties with the sharp slope of the land. Hunter Survey Systems is the applicant working on behalf of the Passion Play. He recommended that Council proceed to first reading to allow for the public hearing process to be held on May 6th and circulation to the utility companies.

MO2013.63 Shoff, Hansen-Zacharuk for first reading of Bylaw 09.13. Carried unanimously.

8.2. Director of Infrastructure Services

8.3. Director of Corporate Services

8.4. Director of Community Services

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

11.0 UNFINISHED BUSINESS

12.0 NOTICES OF MOTIONS

13.0 COUNCILLOR REPORTS

- 13.1 Councillor Doug Stanford advised that on March 19, 2013 Councillors A. Berdahl, D. Stanford and Director of Infrastructure Services A. Kendrick attended a seminar on Water Conservation with Albertans which was sponsored by the Alberta Government. This seminar allowed for the public to provide input in identifying key issues and outline a number of possible directions the Government of Alberta could enhance our stewardship and management of water resources. This direction could involve staying on course in some areas; it could serve to highlight needs for further education and engagement in other areas or require the development of new or enhanced water policies. The main issues discussed were:

1. Drinking Water and Wastewater
2. Hydraulic Fracturing and Water
3. 3. Water Flow and Optimization
4. Healthy Lakes. Water Conversations Report

Councillor A. Berdahl stated that discussions focused as well on the balance between regionalization and individual systems and how to maintain healthy management of both. Allocations of water from the Red Deer River were another conversation of importance.

A. Kendrick advised that there are advantages and disadvantages with regionalization of water and wastewater. There would be consistent products coming out of the pipe as standards would be the same across the province for both. R. Romanetz advised that he received a copy of a letter from CAO Ross Rawlusyk from Starland County in response to some matters being discussed at the provincial level and how these changes could impact how municipalities do business - with Scotland privatization being cited as an example. In this case, various water treatment plants are connected with each being metered for costing of usage; this could be an issue with trying to the balance the system.

14.0 IN-CAMERA MATTERS

R. Romanetz advised that landfill face area is currently very rutted from the frost coming out and he asked the public to be patient and only use the landfill if absolutely necessary. Short term options have been set up with a drop off at the entrance with the larger trucks still accessing the site.

There being no further business, the Mayor declared the meeting adjourned at 4:47 PM

Mayor

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Chief Administrative Officer



**Municipal Planning Commission
MINUTES
Meeting of Thursday March 21, 2013**

Present: Paul Salvatore, Director of Community Services
Doug Stanford, Councillor/Member
Gary Wilson, Palliser Regional Municipal Services
Cindy Woods, Development Officer
Linda Taylor, Recording Secretary
Robert Greene, Chairperson
Shawn Francis, Member

Absent: Andrew Berdahl, Councillor/Member - Regrets
Gary Wilson, Palliser Regional Municipal Services - Regrets
Sharon Clark, Member - Regrets
Scott Kuntz, Member

1.0 CALL TO ORDER – 12:15 pm

REVISION TO THE AGENDA

4.0 Remove File No. 80/121 – Kent Walker – regrets (weather)

2.0 MINUTES FROM PREVIOUS MEETINGS

2.1 February 21, 2013

Motion: S. Francis moved to accept the minutes of February 21, 2013 as presented.

Second: D. Stanford – Carried

3.0 DEVELOPMENT PERMITS

3.1 T00091-12D – 7th Day Adventist Church – REVISED - Addition – “R-2”

C. Woods presented Development Permit T00091-12D submitted by David R. Streifling for the 7th Day Adventist Church for an Addition and Renovation with Revised plans located at 1126 Newcastle Trail, Newcastle on Plan 7410018; Block 53; Lot 3. Zoning is “R-2” Residential District. A Worship facility is a discretionary use in this district.

C. Woods advised this application was first refused by the Municipal Planning Commission as the front yard setback did not conform to the district. The applicant had then received approval; submitted plans for the building were found to be different from the approved plan. As a refresher on the application; this renovation is to provide handicapped access and upgrade the existing facility.

The Municipal Planning Commission discussed the application. Changes were; an additional 2 feet to the North and 6 feet to the west, with no submission of the set backs to the west property line. The MPC would like to have the condition added that the lots are to be consolidated to ensure setbacks are met and parking continues to meet requirements. No new changes will be accepted on this development permit, should anything change this permit shall become void and a new development permit and fee will have to be submitted by the applicant.

Motion: S. Francis moved Development Permit T00091-12D submitted by David R. Streifling for the 7th Day Adventist Church for an Addition and Renovation with Revised plans located at 1126 Newcastle Trail, Newcastle on Plan 7410018; Block 53; Lot 3 be approved, subject to the following conditions:



1. Development shall conform to Land Use Bylaw 10-08.
2. Construction shall be in accordance with submitted site plan.
3. Consolidation of Plan 7410018; Block 53; Lot 3 & Plan 7410018; Block 53; Lot 4 required. Applicant to provide documentation/confirmation this consolidation will be registered with Alberta Land Titles prior to the issuance of Building Permits.
4. Relaxation granted to front yard setback as per plans submitted.
5. If the holder of the permit wishes to make any changes from the site plan, the details of the application or from any condition, guideline or restriction imposed, the holder of the permit must obtain prior permission of the Development Officer/Municipal Planning Commission. An additional development permit application may be necessary.
6. All necessary Safety Codes permits (building, electrical, gas, plumbing, etc.) to be in place prior to commencement of any construction/installation.
7. Prior to commencement of occupancy and business activities, confirmation must be provided to the Development Officer from the Local Fire Authority that building is occupiable for such purposes.
8. Development to conform and meet the requirements of the Regional Health Authority.
9. Construction shall be in conformance with the Alberta Building and Fire Codes.
10. Any and all local improvements at owner's expense including, however not limited to driveways, curb cuts, service connections, etc. All local improvements must be constructed to the Town of Drumheller standards and approval.
11. Garbage and waste materials must be stored in weather proof and animal proof containers and screened from adjacent sites and public thoroughfares.
12. Landscaping Plan to be in accordance with Policy C04-02 and Land Use Bylaw 10-08 and to the satisfaction of the Development Officer/Municipal Planning Commission.
13. Development to conform to any and all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.
14. All signage to be made under separate development permit application.
15. All Contractors and Sub-Contractors to be in possession of a valid Town of Drumheller business license.

Second: D. Stanford – Carried

3.2 T00004-13D – Liana Obuck – Renovation/Addition to SFD – "DT"

C. Woods presented Development Permit T00004-13D submitted by Liana Obuck for renovation/addition to a Single Family Dwelling located at 355 4 Street West, Drumheller on Plan 2193CC; Block 40; Lots N 50 of 5. Zoning is "DT" Downtown Transition District. Single Family Dwellings are a discretionary use in this district.

C. Woods advised the applicant had submitted this application at January 31, 2013 requesting a renovation and addition to the single family dwelling at 355 4 Street West. The applicant wants to have the entire rear and side of the dwelling match recent renovations done in 2012. The drawings were unclear however the applicant felt there was no encroachment of the Single Family Dwelling onto the adjacent property. Confirmation of the side yard setback was also not given on the original application. The application was tabled until confirmation with a Real Property Report shows that the dwelling does not encroach onto the neighbouring property. The plans are not extending the foot print of the home, only adding additional height to meet code requirements. The height of the bedroom and bathroom would not allow for an average person to fully stand in the rooms.

- C. Woods read from the Land Use Bylaw 10-08;
30. DT—Downtown Transition District
 - (c) Minimum Requirements
 4. Side Yard:



- (a) 1.2 m (4 ft.) unless a lesser side yard is approved by the MPC in consideration of existing surrounding development;
- (b) Accessory buildings 3 m (10 ft.) on street side of corner lots, on all other sites 0.91 m (3 ft.);

The Municipal Planning Commission discussed the application

Motion: D. Stanford moved Development Permit T00004-13D submitted by Liana Obuck for renovation/addition to a Single Family Dwelling located at 355 4 Street West, Drumheller on Plan 2193CC; Block 40; Lots N 50 of 5 be approved, subject to the following conditions:

1. Development shall conform to Land Use Bylaw 10-08.
2. Construction as per plans submitted with application.
3. If the holder of the permit wishes to make any changes in the proposed development from application as approved, the holder of the permit must first obtain permission of the Development Officer/Municipal Planning Commission. An additional development permit may be necessary.
4. Exterior finishing to be compatible with existing development and to the satisfaction to the Development Authority.
5. Any required Safety Codes permits (i.e. building, electrical, etc.) to be obtained prior to commencement of construction/installation.
6. All contractor's to be in possession of a valid Town of Drumheller business license.
7. Landscaping Plan to be in accordance with Policy C04-02 and Land Use Bylaw 10-08 and to the satisfaction of the Development Officer/Municipal Planning Commission.
8. All local improvements including, however not limited to driveways, frontage charges, water/sewer services, are at the expense of the owner.
9. Development to conform to any and all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.

Second: S. Francis – Carried

3.3 T00012-13D – Al Dyer – Placement of Moved on Dwelling – “SCR”

C. Woods presented Development Permit T00012-13D submitted by Al Dyer placement of moved on Single Family Dwelling located at 845 1 Avenue, East Coulee on Plan 4128EQ; Block 5; Lot 8. Zoning is “SCR” Suburb Community Residential District. Dwellings moved on are a discretionary use in this district.

C. Woods advised the applicant wants to demolish the existing Single Family Dwelling and place a 53 year old, 1040 square foot Single Family Dwelling on the existing dug out area used for the furnace and hot water tank. The home would be placed with a 13 foot set back to match the existing home. The homes in the area sit on long narrow lots. The applicant submitted photos of other homes in the area.

The Municipal Planning Commission discussed the application. The members would like to have a circulation done to the community and the East Coulee Association to have their input on what the community sees for the future of East Coulee. During the discussion the members talked about having standards set for long term conformance, as more interest is being shown in this community. Two of the three members would like to see the 20 foot set back become the standard. Members noted information on the explanation page did not match; the written information did not match the drawing on the same page. A question was raised in regards to the dug out type crawl space for the moved on dwelling, is it a building code issue?

Motion: D. Stanford moved that Development Permit T00012-13D submitted by Al Dyer placement of moved on Single Family Dwelling located at 845 1 Avenue, East Coulee on Plan 4128EQ; Block 5; Lot 8 be tabled until



information on the building code and input from the community and the East Coulee Association is received through circulation.

Second: S. Francis – Carried

3.4 T00005-13S – Chambers Real Estate Team – Bench sign (Waldorf) – “CB”

C. Woods presented Development Permit T00005-13S submitted by Gary Chambers of Chambers Real Estate Team for a Bench Sign located at 76 Railway Avenue, Drumheller on Plan 3099AD; Block 19; Lot 21-23. Zoning is “C-B” Central Commercial District.

C. Woods advised this application is for a Bench Sign against the Waldorf Hotel as per an attached Photo. A Bench Sign is located down the street in front of the Vintage Pub & Grill.

C. Woods read from the Land Use Bylaw 10-08;

6. Bench Signs

(d) One (1) Bench sign may be permitted per site at the discretion of the Municipal Planning Commission provided that;

(v) There is a minimum 100 metre (328 ft.) separation from any other Bench sign and all bench signs are located with consistent spacing requirements along the same street.

The Municipal Planning Commission discussed the application.

Motion: D. Stanford moved that Development Permit T00005-13S submitted by Gary Chambers for Chambers Real Estate Team for a Bench Sign located at 76 Railway Avenue, Drumheller on Plan 3099AD; Block 19; Lot 21-23 be refused, as per the Land Use Bylaw 10-08;

The Municipal Planning Commission refused the application for the bench sign placement as it did not conform to Land Use Bylaw 10-08, Part VII, Section 81 which states;

6. Bench Signs

(d) One (1) Bench sign may be permitted per site at the discretion of the Municipal Planning Commission, provide that;

(v) There is a minimum 100 m (328 ft) separation from any other Bench sign and all bench signs are located with consistent spacing requirements along the same street.

The Municipal Planning Commission determined that an existing bench sign is located approximately 50 m from the proposed location along the same street.

Second: S. Francis – Carried

3.5 T00006-13S – Elim Pentecostal Church – Digital Sign – “P”

C. Woods presented Development Permit T00006-13S submitted by Elim Pentecostal Tabernacle for a LED digital sign located at 245 3 Street West, Drumheller on Plan 2193CC; Block 39. Zoning is “P” Community Service District. Permitted Sign is a permitted use in this district.

C. Woods advised this application for a sign would not be facing any residential buildings; this sign is 4 feet by 8 feet standing on a double steel pedestal 10 feet off the ground. This is a one sided, free standing digital sign equipped with a daylight sensor, which will dim automatically at a programmed time. The sign will be set back 20 feet and



face East on the corner of 3rd Street West and 3rd Avenue West, which is the South East corner of the property. The applicant submitted photos of similar outdoor digital signage by LED Sign Supply Inc, the supplier.

The Municipal Planning Commission discussed the application. A circulation is required for residential properties within a 100 m radius.

Motion: S. Francis moved that presented Development Permit T00006-13S submitted by Elim Pentecostal Tabernacle for a LED digital sign located at 245 3 Street West, Drumheller on Plan 2193CC; Block 39 be approved, subject to the following conditions:

1. Must conform to Land Use Bylaw 10-08.
2. Placement, components and appearance of sign as per application. Development Officer/Municipal Planning Commission must first approve any modifications.
3. Developer to ensure authorization for sign placement obtained from property owner.
4. Development to conform to Land Use Bylaw Part VII Sec 81 (12) Digital Signs (copy attached).
5. Digital sign's brightness level shall not negatively affect adjacent residential properties. The sign must have an adjustable brightness level and may require modification during evening hours.
6. Any/all Safety Codes Permits required to be obtained prior to the installation of sign.
7. Contractor(s) to have a valid Business License with the Town of Drumheller.
8. Appearance of sign shall be maintained to the satisfaction of the Development Officer/Municipal Planning Commission.
9. Development to conform to any and all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.
10. All Signs shall be removed if business ceases operations or the use of the site is terminated.

Second: D. Stanford – Carried

4.0 PALLISER REGIONAL MUNICIPAL SERVICES

5.0 OTHER DISCUSSION ITEMS

6.0 Adjournment – Meeting adjourned by B. Greene at 1:10 pm.

Chairperson

Development Officer



**Municipal Planning Commission
MINUTES
Meeting of Thursday April 4, 2013**

Present: Paul Salvatore, Director of Community Services
Doug Stanford, Councillor/Member
Gary Wilson, Palliser Regional Municipal Services
Cindy Woods, Development Officer
Judy Quintin-Arvidson, Recording Secretary
Robert Greene, Chairperson
Sharon Clark, Member
Scott Kuntz, Member
Kent Walker - Applicant

Absent: Andrew Berdahl, Councillor/Member - Regrets
Shawn Francis, Member

1.0 CALL TO ORDER – 12:15 pm

2.0 MINUTES FROM PREVIOUS MEETINGS

2.1 March 21, 2013

Motion: D. Stanford moved to accept the minutes of March 21, 2013 as presented.

Second: S. Kuntz – Carried

3.0 DEVELOPMENT PERMITS

3.1 T00012-13D A Dyer – Removing of existing home and Placement of Moved on Dwelling – “SCR”

C. Woods presented Development Permit T00012-13D submitted by Al Dyer for the placement of a Moved on Single Family Dwelling located at 845 – 1st Ave East, East Coulee on Plan 4128EQ; Block 5; Lot 8. Zoning is “SCR”. Moved on dwellings are a discretionary use in this district.

C. Woods advised the original application was requesting set back for a 13’ front yard but they have changed that to a 16’ front yard (relaxation from 20’). He is going to put in a full foundation and demolish the existing structure. He will be asked to provide a 10,000.00 performance bond. Cindy will inspect when the work is done and will refund 75% of the bond money pending landscaping. The full bond will be refunded when the landscaping is complete.

The Municipal Planning Commission discussed the application. Doug has looked at the property and advised with the new garage in back, this should improve the area. There was some discussion of amending the bylaw to allow for a front setback of less than 20’, similar to what was done with the “DT” district. The Community Association is interested in advising how they want their community to look.



Motion: D. Stanford moved Development Permit T00012-13D submitted by A. Dyer for the Placement of Moved on Single Family Dwelling located at 845 – 1st. Ave. East, East Coulee on Plan 4128EQ; Block 5; Lot 8 be approved, subject to the following conditions:

1. Must conform to Land Use Bylaw 10-08.
2. Proper placement of foundation walls -- as per application -- to be determined by a Registered Alberta Land Surveyor.
3. All necessary Safety Codes Permits (building, electrical, gas, plumbing, etc.) to be in place prior to construction/installations.
4. External appearance of residence to meet to the satisfaction of the Development Officer after placement. Repairs/upgrades as/if deemed required to be completed within one year of placement.
5. Prior to commencement of construction applicant must submit to the Town of Drumheller a cashiers cheque or cash in the amount \$10,000.00 (held in trust) that will be returned to applicant when so deemed by Development Officer that the development has been satisfactorily completed. A payment will be returned to applicant in the amount of 75% when so deemed that building placement, exterior finishing and/or upgrading is to the satisfaction of the development officer with the balance payable when landscaping of site has been completed to the satisfaction of the development officer.
6. Must conform to Land Use Bylaw 10-08; Part VII; Sec 53 Relocation of Buildings (copy attached), including but not limited to; (j) *If damage has occurred or renovations have not been completed within the time frame determined, the deposit shall be used to cover the cost of completion/repair and any outstanding amount shall be directed to the property owner. And; (k) If the deposit/bond is not sufficient to cover the costs of work completed by the town, or agents of the Town, the additional costs shall be added to the tax roll of the property.*
7. An over-weight/over-dimensional permit from Road-Data 1-888-830-7623 must issued prior to relocating structures within the municipality.
8. If the holder of the permit/property owner wishes to make any changes in the proposed development or additions to same from application as approved, the holder of the permit must first obtain permission of the Development Officer/Municipal Planning Commission. An additional development permit may be necessary.
9. All local improvements at owner's expense including, however not limited to, driveways, frontage charges, water/sewer services.
10. Development to conform to any and all Municipal, Provincial and Federal legislation or guidelines that may apply.
11. Contractor and subcontractors to have a valid business license with the Town of Drumheller.

Second: S. Kuntz – Carried

3.2 T00015-13D – Tara Rosen – Removing of existing home and Placement of Moved on Dwelling – “R1”

C. Woods presented Development Permit T00015-13D submitted by Tara Rosen for removal of existing home and placement of a moved on Single Family Dwelling located at 137 9th Street, Nacmine on Plan 4125FH; Block 2; Lot 2; ¼ sec. 8; Twp. 29; Rng. 20; w4th. Zoning is “R1” Residential. C. Woods informed the board this could be a conflict of interest as the applicant is her sister. Moved on dwellings are a discretionary use in this district.



C. Woods advised the circulation of this request had been done and had only one response. The affected resident was objecting to the fact the home being moved in was an older home and they (the community association) would prefer to have new builds. P. Salvatore stated this concern was an economic objection and not based on planning objectives. The applicants own an exterior finishing company and the existing structure they wish to replace is not up to community standards.

The Municipal Planning Commission discussed the application.

Motion: S. Kuntz moved Development Permit T00015-13D submitted by Tara Rosen to remove the existing home and replacement with a moved in Single Family Dwelling located at 137 9th Street, Nacmine on Plan 4125FH; Block 2; Lot 2, ¼ sec. 8; Twp. 29; Rng. 20; w4th be approved, subject to the following conditions:

1. Must conform to Land Use Bylaw 10-08.
2. Proper placement of foundation walls -- as per application -- to be determined by a Registered Alberta Land Surveyor.
3. Make provisions for installation of water meter as per the Town of Drumheller water/sewer bylaw.
4. All necessary Safety Codes Permits (building, electrical, gas, plumbing, etc.) to be in place prior to construction/installations.
5. External appearance of residence to meet to the satisfaction of the Development Officer after placement. Repairs/upgrades as/if deemed required to be completed within one year of placement.
6. Prior to commencement of construction applicant must submit to the Town of Drumheller a cashiers cheque or cash in the amount \$10,000.00 (held in trust) that will be returned to applicant when so deemed by Development Officer that the development has been satisfactorily completed. A payment will be returned to applicant in the amount of 75% when so deemed that building placement, exterior finishing and/or upgrading is to the satisfaction of the development officer with the balance payable when landscaping of site has been completed to the satisfaction of the development officer.
7. Must conform to Land Use Bylaw 10-08; Part VII; Sec 53 Relocation of Buildings (copy attached), including but not limited to; (j) *If damage has occurred or renovations have not been completed within the time frame determined, the deposit shall be used to cover the cost of completion/repair and any outstanding amount shall be directed to the property owner. And; (k) If the deposit/bond is not sufficient to cover the costs of work completed by the town, or agents of the Town, the additional costs shall be added to the tax roll of the property.*
8. An over-weight/over-dimensional permit from Road-Data 1-888-830-7623 must issued prior to relocating structures within the municipality.
9. If the holder of the permit/property owner wishes to make any changes in the proposed development or additions to same from application as approved, the holder of the permit must first obtain permission of the Development Officer/Municipal Planning Commission. An additional development permit may be necessary.
10. All local improvements at owner's expense including, however not limited to, driveways, frontage charges, water/sewer services.
11. Development to conform to any and all Municipal, Provincial and Federal legislation or guidelines that may apply.



12. Contractor and subcontractors to have a valid business license with the Town of Drumheller.

Second: D. Stanford – Carried

3.3 T00019-13D – Vacation Rental – Tourist Dwelling “SCR”

C. Woods presented Development Permit T00019-13D submitted by Kathy Coates for a Vacation Rental Tourist Dwelling located at 405 1st Ave., East Coulee on Plan 0411572; Block 1; Lot 37. Zoning is “SCR” Suburb Community Residential District. Tourist dwellings are a discretionary use in this district.

C. Woods advised the applicant was approved for this last year and we have had no complaints. C. Woods stated Tourist Dwellings should be renewed every year to ensure compliance with the bylaws, similar to Bed & Breakfasts.

The Municipal Planning Commission discussed the application with regards to parking. The applicants state they have parking available off street for 4 vehicles.

Motion: S. Clarke moved that Development Permit T00019-13D submitted by submitted by Kathy Coates for a Vacation Rental Tourist Dwelling located at 405 1st. Ave., East Coulee on Plan 0411572; Block 1; Lot 37 be approved subject to the following conditions;

1. Must conform to the Town of Drumheller Land Use Bylaw 10-08.
2. Must conform to the Town of Drumheller Community Standards Bylaw (16-10).
3. Annual Business License is required.
4. There shall be no outside storage of materials, commodities or finished products.
5. Placement/replacement of signage must be made under separate development application.
6. If the holder of the permit wishes to make any change in the conduct of the business, or location of the business, that departs from the description in the application or from any other condition or restrictions imposed, the holder of the permit must obtain prior permission of the Development Officer/Municipal Planning Commission.
7. **Parking plan as per parking regulations in Land Use Bylaw 10-08. Parking plan required confirming all vehicles can be accommodated with on-site parking to the satisfaction of the Development Authority.**
8. Development to conform and meet the requirements of the Regional Fire and Health Authority.
9. Home Occupations shall be revocable at any time, if the use is or has become detrimental to the amenities of the neighborhood.
10. Garbage and waste materials must be stored in weather proof and animal proof containers and screened from adjacent sites and public thoroughfares. Separate containment must be provided for the disposal and recycling of cardboard materials.
11. A commercial vehicle shall be subject to approval, and shall not be detrimental to the residential character of the neighborhood.
12. Development to conform to any and all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.
13. Permit expires December 31, 2013



Second: D. Stanford – Carried

3.4 T00020-13D – New Construction of Single Family Dwelling and Demolition of Detached Garage – “R1”

C. Woods presented Development Permit T00020-13D submitted by Cindy Karpa/Kyler Sereda for New Construction of a Single Family Dwelling with Attached Garage located at 2106 N River Drive, Drumheller on Plan 7291CG; Block 5; Lot 9 & 10' of Lot 10; Zoning is “R1” Residential. C. Woods advised the applicants are requesting a 20% relaxation on the front yard set back. C. Woods stated the applicants intend to remove the existing detached garage on the property.

The Municipal Planning Commission discussed the application. The plans show only the front porch requiring the relaxation of the dwelling to 16', the remainder of the dwelling would have a 20' setback. The Municipal Planning Commission determined the lot is large enough to have a full 20' front yard setback.

Motion: S. Clarke moved that Development Permit T00020-13D submitted by Cindy Karpa/Kyler Sereda for the New Construction of a Single Family Dwelling with Attached Garage located at 2106 N River Drive, Drumheller on Plan 7291CG; Block 5; Lot 9 & 10' of 10 be tabled so Development Officer may review their concerns with the applicants.

Second: D. Stanford – Carried

4.0 PALLISER REGIONAL MUNICIPAL SERVICES

File No. 80/121 – Bill Hunter for Kent Walker

SUBDIVISION REPORT

AGENDA: March 21, 2013

MUNICIPALITY: Town of Drumheller

FILE No. 80/121 **PRMS No.** 2012-053 **PROPOSAL:** Residential

LOCATION: Located at the easterly end of Hunter Drive (1 Avenue) within the Nacmine district, south side of the Red Deer River and north of Highway 575 (South Dinosaur Trail).

LEGAL DESCRIPTION: Portion of Lot 1, Plan 3946 ET and closed road allowance
All within the SE 1/4 Sec.08 - Twp. 29 - Rge. 20 W4M

APPLICANT: Wm. R. Hunter, ALS Hunter Survey Systems Ltd.

OWNERS: Kent Spencer Walker and Janice Faye Walker

| | | |
|--------------------|------------------------------|-----------------------------|
| TITLE AREA: | C. of T. 051 483 120 +1 | 0.59 ac. (0.239 ha.) |
| | <u>Closed Road Allowance</u> | <u>0.21 ac. (0.083 ha.)</u> |
| | Total | 0.8 ac. (0.322 ha.) |



DRUMHELLER

COMMUNITY SERVICES

Agenda Item # 5.2.2



| | | | |
|--------------------------|----------------|-----------------------------|--|
| PROPOSED | Proposed Lot 2 | 0.24 ac. (0.095 ha) | 971.25 m ² (10,454.4 sq. ft.) |
| SUBDIVISION AREA: | Proposed Lot 3 | 0.21 ac. (0.085 ha) | 849.84 m ² (9,147.6 sq. ft.) |
| | Proposed Lot 4 | 0.18 ac. (0.075 ha) | 728.43 m ² (7,840.8 sq. ft.) |
| | Proposed Lot 4 | 0.17 ac. (0.067 ha) | 687.97 m ² (7,405.2 sq. ft.) |
| | Total | 0.80 ac. (0.322 ha.) | 3,237.49 m² (34,848 sq. ft.) |

| | | | |
|--------------------------|-----------------------------------|-----------------------------|--|
| Recommended | Proposed Lot 2 | 0.15 ac. (0.059 ha) | 607.03 m ² (6,534.0 sq. ft.) |
| SUBDIVISION AREA: | Proposed Lot 3 | 0.133 ac. (0.054 ha) | 538.23 m ² (5,793.5 sq. ft.) |
| | Proposed Lot 4 | 0.118 ac. (0.048 ha) | 477.53 m ² (5,140.1 sq. ft.) |
| | Proposed Lot 4 | 0.104 ac. (0.042 ha) | 420.87 m ² (4,530.2 sq. ft.) |
| | <u>Environmental Reserve (ER)</u> | <u>0.299 ac. (0.121 ha)</u> | <u>1,210.01 m² (13,024.4 sq. ft.)</u> |
| | Total | 0.80 ac. (0.322 ha.) | 3,237.49 m² (34,848 sq. ft.) |

NUMBER OF PROPOSED PARCELS: Four (4)

EXISTING USE: Residential/ Vacant

PROPOSED USE: Residential

LAND USE CLASSIFICATION: "R-1" – Residential District

RESERVE STATUS: Not required [Municipal Government Act, RSA 2000 Section 663(a)]

663 A subdivision authority may not require the owner of a parcel of land that is the subject of a proposed subdivision to provide reserve land or money in place of reserve land if

(c) the land to be subdivided is 0.8 hectares or less, or

APPEAL STATUS: Provincial (Proximity to a Highway 575 – South Dinosaur Trail and named water body – Red Deer River [Municipal Government Act, RSA 2000 Section 678(2)(a)]).

The Secretary
Municipal Government Board
18th Floor, Commerce Place
10155 - 102nd Street
EDMONTON, Alberta
T5J 4L4

CIRCULATION: No objections were received through circulation.

Kneehill County responded that this application does not directly impact them and they have no concerns. However, as a planner, former development officer and residence of Drumheller there are concerns about



the inconsistency with the application of Environmental Reserves (ER) in this subdivision. It has been a standard requirement of the Town of Drumheller to take ER along the Red Deer River (and other waterways) when subdivisions take place along them. The Yavis Holdings lands near Rosedale and Cambria, Willow Estates are two such examples – another would be the neighbouring property (Plan 091 5126; Block 2, Lot 1) which had significant ER taken at the time of subdivision all as per MGA 664(1)(b) and/or (C)(ii). ERs are designed to continue the public access along the river (potentially for trails and other such uses) as well as a degree of control and protection over the use of the river banks as per MGA 664(1)(c).

- Might I enquire as to why ER has not been required in this instance (as was clearly the case with the neighbouring 2009 subdivision)?
- I would recommend that an explanation for this change in direction from past policy be recorded in a public document (e.g. MPC minutes) to reduce the possible confusion for future rivers' edge subdivision applicants.
- I would strongly recommend that Palliser/Town of Drumheller require ER be taken, either to the same degree as the previous example(s) or at least the floodway as identified by the AEnv flood risk overlay may supplied with this circulation.
- Should the Town (through its MPC) not require ER in this particular case, an agreeable alternative such as an Environmental Easement should be required.
- If there is an issue of ER affecting the resulting lot-sizes and potentially creating four non-conforming parcels within the Land Use District (I couldn't find the Land Use District mentioned in the circulation, by the way), I would suggest that the number of parcels be reduced in order to accommodate both the ER and to make the lots conforming in size.

ATCO Electric is not affected by this application. (Contact: Keith Davidson, Alberta Land Surveyor SE Region – Lloydminster, at 780-871-5553)

Alberta Transportation (AT) responded that access to all parcels is via the local road, 1st Avenue, Nacmine. This proposal should have no significant impact on the highway network therefore the department has no concerns. Any appeals regarding this proposal may be dealt with at the Local Government Board level. (Contact: Frederick Bernhardt, Development and Planning Technologist, at 403-854-558)

Alberta Health Services have reviewed the proposed subdivision to create 4 new separate parcels on Part of Lot 1, Plan 3946 ET and Closed Road Allowance within the SE ¼ Sec. 08-29-20 W4M, and have no objections to this application provided that all of the lots will be connected to the Town of Drumheller water and sewer system. If you have any questions regarding the comments, please contact Keith Lee, Executive Officer/Public Health Inspector, at the Drumheller office at 403-823-3341.

TELUS facilities available for future expansion of residential lots. No concerns. (Contact: Grace Ford, Engineering Technician, at 403-341-8343)

AltaGas Utilities Inc. has no objection to the proposed subdivision described in the file. At the present time AltaGas Utilities does not have any pipe in the actual proposed subdivision but they request that prior



**Dinosaur Capital
of the World**



HVP pipelines; and
Abandoned pipelines.

The approximate locations of all sour wells/pipelines, HVP pipelines, or abandoned pipelines in the search area of your application are shown on an enclosed copy of the ERCB's oil and gas infrastructure map.

SE 08-29-20W4

ERCB File No. 2012-1020

Sour Wells

| UWI | Surface Location | Licensee | Level | ERCB Setback |
|--------------------|------------------|--------------------------------|-------|--|
| 00/01-05-029-20W40 | | Husky Oil Operations 2 Limited | | 500 metres from the centre of the wellhead |

Abandoned well information was not included as part of this referral search. This information is now found on the ERCB website under Directive 079: Surface Development in Proximity to Abandoned Wells. The ERCB has released an Abandoned Well Viewer for proponents of a subdivision or development to use to locate abandoned wells. Bulletin 2012-20 provides additional information and can be found on the ERCB website www.ercb.ca. Questions regarding Directive 079 should be submitted to directive079@ercb.ca.

Other wells and pipelines may exist within the proposed area of your application, however, were not included as part of the referral search. These wells are licensed as sweet wells and have an ERCB setback distance of **100 metres**. The ERCB has determined that these pipelines are licensed as sweet and have no regulated setback distance; the right-of-way, however, must be observed.

Questions concerning the wells and/or pipelines listed on the enclosure to this letter should be directed to the licensee. Questions about this reply may be directed to the Emergency Preparedness and Audit Help Line at (403) 297-2625 or setbackreferrals@ercb.ca.

STAFF COMMENTS: The purpose of this subdivision is to create four (4) residential lots from an existing C. of T. 051 483 120 +1, as part of Lot 1 containing 0.59 acres (0.239 ha.) and an area of 0.21 acres (0.083 ha.) from a road allowance closure (approve May 25, 2010) on the south side of the Red Deer River. Each of the four proposed lots are to have a frontage of 58 ft. (17.69 m) onto Hunter Drive along their southern boundary with proposed north boundary being the southern bank of the Red Deer River (right bank – survey July, 2010). This proposed lot width conforms to the minimum lot requirement of 12.2 m (40 ft.) for single-detached dwellings within the current land use designation “R-1” – Residential District.

As this proposal is along the Red Deer River, and to comply with the Town's policy of taking environmental reserves along water bodies, and to be consistent with an existing adjacent subdivision directly to the east (File No. 80/094; Plan 091 5126), it is recommended that the floodway be taken as environmental reserve (ER). As indicated by the flood overlay on the circulated sketch and based on the contours supplied by the surveyor this ER would be approximately 15.8m (51.8ft) to 23 m (75.5ft) at its widest depth and be approximately 0.121 ha. (0.299 ac.) in size. The contour map shows that the property drops a distance of about 4.6 m (15 ft) from the flatter area at about the midpoint of the lots down to the



river's bank. The slope drops from 684.2 to 681.4, an elevation of 2.8 metres (9.2ft), levels off and then drops from 681.2 to 679.6, a distance of 1.6 metres (5.3ft) to the river's edge.

By taking the ER and moving the rear property lines to the top of the bank the site areas of the proposed four lots appear to meet the minimum requirement of 418 m² (4,500 sq. ft.) for site area. The front yard setback distance of 6.1 m (20.01ft) would also be clear of the utility right-of-way Plan 761 0343 that connects to a lift station to the west.

The subject property currently has a residence located on it that would cross over the proposed property line of Lots 3 and 4 and is designated for removal by the applicant. There is an existing shop near the westerly boundary of proposed Lot 2.

Access: Legal access to all parcels would be provided via the local street network. All proposed parcels would access onto Hunter Drive from their south boundary and none of the lots would have a laneway as the north side or rear of the lots front onto the Red Deer River.

Land Use Considerations: Under the current Town of Drumheller Land Use Bylaw 10-08 the subject parcels have the following classification:

18. R-1 -- Residential District

The purpose of this district is to provide for low-density residential development in the form of single-detached housing.

(a) Permitted Uses

- Accessory buildings and uses
- Dwelling - Single-detached
- Permitted signs
- Public park

(b) Discretionary Uses

- Accessory Building – Portable
- Bed and breakfast establishment
- Day Home
- Dwelling - Manufactured home in existence prior to January 1, 2013
- Dwelling – Moved on
- Dwelling – Ready To Move (RTM)

nended:

aw # 18-12

nended:

aw # 06-09



- Group Home
 - Home occupation
 - Parks and Playgrounds
 - Public and quasi-public buildings, required to serve this district
 - Public utility buildings and installations (required to serve this district)
 - Secondary Suite
 - Tourist dwelling
 - Worship facility
- (c) Minimum Requirements
1. Site Area:
 - (a) 418 m² (4,500 sq. ft.) for single-detached dwellings; and
 - (b) Other uses at the discretion of the Municipal Planning Commission.
 2. Lot Width:
 - (a) 12.2 m (40 ft.) for single-detached dwellings; and
 - (b) Other uses at the discretion of the Municipal Planning Commission
 3. Front Yard:
 - (a) 6.1 m (20 ft.) for single-detached dwellings; and
 - (b) Other uses at the discretion of the Municipal Planning Commission.
 4. Side Yard:
 - (a) 1.5 m (5 ft.);
 - (b) On reversed corner lots 3 m (10 ft.);
 - (c) One 3 m (10 ft.) side yard (excluding corner lots) to provide alternate access to the rear of building in a lane less subdivision;
 - (d) Accessory buildings 3 m (10 ft.) on street side of corner lots, on all other sites 0.91 m (3 ft.); and
 - (e) Other uses at the discretion of the Municipal Planning Commission.
 5. Rear Yard:
 - (a) 7.6 m (25 ft.); and
 - (b) 1 m (3.2 ft.) for accessory buildings.



6. Gross Floor Area:
- (a) 93 m² (1,000 sq. ft) for single-detached dwellings.

(d) Maximum Limits

- 1. Height:
 - (a) 10.67 m (35 ft.) for residential dwellings;
 - (b) 4.57 m (15 ft.) for accessory buildings; and
 - (c) Other uses at the discretion of the Municipal Planning Commission.
- 2. Site Coverage:
 - (a) 30% of the site area for dwellings;
 - (b) Accessory buildings shall not exceed the lesser of 67 m² (728 sq. ft.) or 15% of lot coverage unless otherwise approved by the Municipal Planning Commission, relaxations to lot coverage greater than 20% may be permitted with consideration for:
 - (i) the size and configuration of the lot; and
 - (ii) shall not exceed the floor area of the principal building.
 - (c) The maximum site coverage must be reduced by 21 m² (226 sq. ft.) for each required vehicle parking stall that is not located within a private garage;
 - (d) Other uses at the discretion of the Municipal Planning Commission.

Amended:

Bvlaw # 18-12

(e) Parking

- 1. On-site parking shall be provided in accordance with Section 52

PART VII – GENERAL LAND USE REGULATIONS

61. Land Adjacent to a Water Body or Water Course

Where a building or a structure is approved adjacent to a water course or water body, no part of such building or structure shall be sited less than 38 m (125 ft.) from said water course, or water body. For a number of developed areas in the Town this standard is not practical. In these instances, each application for development is to be reviewed and a setback appropriate to the area in question is to be established; however, in all such cases, a minimum distance of 11 m (35 ft.) must be observed. The high-water mark (1:100 year flood risk elevation) as determined by Alberta Environmental Protection shall be used in determining the required setbacks.

62. Land within the 1:100 Year Flood Risk Area

- (a) Development shall be discouraged on land within the flood risk area as determined by Alberta Environmental Protection;
- (b) Development activities in the flood risk area shall be carefully controlled. Low intensive uses such as open space, recreation and agricultural activities shall be preferred.



- (c) Subdivision and development of permanent structures shall not be permitted within the flood way;
- (d) Notwithstanding the above and at the discretion of the Development Authority, development defined as infill development may be allowed on land within the flood risk area. In all cases, as a condition of development approval, the Developer shall hold the Municipality harmless from any damage to or loss of the development caused by flooding by way of an agreement registered as a caveat or restrictive covenant against the titles of the property being developed; and
- (e) At the discretion of the Development Authority and where development does not constitute an infill situation as defined in this bylaw, development may be allowed on land within the flood fringe area if sufficient landfill can be provided to raise the building or development site above the elevation of the 1:100 year flood probability contour or other suitable flood proofing techniques can be employed. The Town may require professional certification to ensure this requirement.

Title Encumbrances: There are no encumbrances that appear to affect the proposed subdivision area. There are two encumbrances registered on the adjoining C. of T.'s to the immediate west; being a utility right of way caveat (Registered Document 851 095 311) and an easement caveat (Registered Document 861 061 083) construction and maintenance of the utility ROW plan 761 0343.

Sewage and Water System Details: Municipal services are available for sanitary and water. Each parcel will be required to have an individual connection.

STAFF RECOMMENDATIONS:

That the application be approved, subject to the following conditions:

- (1) Registration of the subdivision by means suitable to the Registrar of the Land Titles Office, [Section 81 and 89 of the Land Titles Act];
- (2) All outstanding taxes to be paid to the municipality, [Section 654 (1)(d) of the Municipal Government Act];
- (3) Satisfactory arrangement to be made with the municipality for the provision of services, at the cost of the developer, [Section 655 of the Municipal Government Act].
- (4) Concurrent registration of utility easements and right-of-ways as required by relevant authorities [Section 654(1)(a) of the Municipal Government Act].
- (5) Environmental Reserve (ER) to be provided along the Red Deer River. This reserve shall be approximately 51.9 ft (15.81m) in width at its narrow point in the east to 75.5 ft (23.0m) in width at



the west end, measured from the river's edge, and extending the length of the area. The area of the Environmental Reserve is approximately 0.299 acres (0.121 ha.) in area with final area to be determined by survey plan.

- (6) The structure located on the proposed Lots 3 and 4 on the approval sketch, be removed or demolished prior to final endorsement of documents [Section 655(1)(a) of the Municipal Government Act].

The Municipal Planning Commission discussed the proposed subdivision with PRMS and Kent Walker. Boundaries were clarified and it was noted the four parcels were adjusted to make the fifth parcel comply. The discussion turned to the ER requirement. PRMS confirmed the requirement for ER does apply and is brought into all subdivisions. The recent subdivision on the adjacent property had the ER reserve taken, however Mr. Walker stated the land taken was unusable due to the slope. The next discussion revolved around the amount of ER being requested (80 ft.), Mr. Walker would prefer 25 ft. The slope and use of the land in question needs to be assessed.

There was a request sent into Alberta Environment to request their recommendations. G. Wilson explained they were included in the circulation but did not respond. C. Woods suggested we request their input as well as possibly do a site visit to confirm K. Walker's statements before any decision is recommended. The board agreed to get Alberta Environment's recommendation as well as a site visit prior to any recommendation.

5.0 OTHER DISCUSSION ITEMS

6.0 Adjournment – Meeting adjourned by B. Greene at 1:35 pm.

Chairperson

Development Officer



WE ARE
economies
OF SCALE



WE ARE THE
support
YOU NEED


WE ARE THE
experts
IN MUNICIPALITIES

WE ARE YOUR
advocate

Agenda Item # 8.1.1

March 26, 2013

Mr. Ray Romanetz, Chief Administrative Officer
Town of Drumheller
703 - 2 Avenue West
Drumheller, AB T0J 0Y3

Dear Mr. Romanetz: 

RE: Amended MUNIX Subscribers Agreement

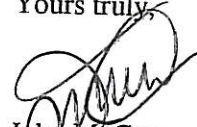
I am pleased to advise the MUNIX Subscribers Agreement created in 2002 for AUMA members has now been amended and improved. MUNIX is your licensed insurance reciprocal where members insure each other, pool premiums and pay claims through the Subscribers Agreement and a power of attorney. Your municipality or organization is a participant in MUNIX and AMSC Insurance Services and has signed the original 2002 Subscribers Agreement. The amended Agreement has been reviewed by legal counsel and the Office of the Superintendent of Insurance. The MUNIX Advisory Board, comprised of AUMA Board members whose municipalities are participants in MUNIX, recommends all subscribers sign the amended Subscribers Agreement.

Attached is information on the MUNIX Advantage and a description of what has changed in the amended Subscribers Agreement. Other information including a draft Board/Council report and background on MUNIX can be found on www.auma.ca. Please review and sign the attached amended Agreement following these instructions:

- Date page 3 titled Amended and Restated Reciprocal Insurance Exchange Agreement;
- Your municipality's or organization's authorized signature(s) and seal are to be placed on Appendix A Member Copy (page 13) and Appendix A MUNIX Copy (page 15); and
- Return Appendix A MUNIX Copy (page 15) to Karin Boddy, Executive Assistant – Risk & Energy Services.

Please contact Brian Hamblin, Executive Officer – Risk & Energy Services at (780) 409-7496 or insurance@uma.ca if you have questions or require further information. Your ongoing support of MUNIX and AMSC Insurance Services is appreciated.

Yours truly,


John McGowan
CEO

300 - 8616 51 Avenue, Edmonton, AB T6E 6E6 Toll Free: 310-AUMA (2862) Phone: 780-433-4431 Fax: 780-433-4454 uma.ca

Alberta Urban Municipalities Association

Alberta Municipal Services Corporation



THE munix advantage

WHAT IS MUNIX AND WHY DO SO MANY ORGANIZATIONS BELONG?

MUNIX (Alberta Municipal Insurance Exchange) is a pool of more than 700 municipalities and AUMA associate members with similar risks that agree to share those risks and insure each other. Currently MUNIX insures more than \$10B in property. A contract (subscriber's agreement) is signed by each member of the group, which essentially "reciprocates" the agreement to pool premiums and share in each other's losses. MUNIX could be described as a member owned shared self insurance vehicle for municipalities and related non-profit organizations.

Reciprocal insurance exchanges started to become common about 25 years ago. In the 1980s, triple digit premium increases, cancelled policies, non-renewals, reduced policy limits, sub-limits, exclusions and higher deductibles were the norm. Insurance in hard market conditions led organizations, such as municipalities, hospitals, school boards, universities and public utilities to seek alternative risk financing programs to obtain the insurance coverage at a stable, reasonable cost.

For each of these groups, the formation of a reciprocal insurance program was a long-term solution to meeting the insurance needs of its membership—a solution that continues to prove its value against current difficulties, with both availability and cost, that are being experienced in the municipal insurance market place.

SO, WHAT EXACTLY IS MUNIX?

A reciprocal including:

- A deductible pool where every member contributes according to its own exposures and claims experience
- The self-insured portion through MUNIX pool to a maximum per incident amount and total annual aggregate
- Members pay the losses in MUNIX through the pool
- What is not paid in losses stays in MUNIX to allow

for growth and to insulate against future hard markets

- Insurance purchased above a self-insured deductible level

MUNIX is a provincially licensed reciprocal insurance exchange and is governed under The Insurance Act of Alberta, utilizing the services of actuaries to develop premium funding strategies, and have access to excess and reinsurance markets to protect members from

catastrophic losses.

Reciprocals differ from conventional insurance companies in several important ways:

- It is not an incorporated entity, but rather a contractual arrangement among the members
- The risks shared in the reciprocal are pooled for all the members
- A reciprocal is a non-profit organization; and has lower costs

ADVANTAGES

MUNIX has tailored insurance products to meet the specific needs of its members and ensure availability of coverage, independent of conventional insurance market cycles. Since the members of MUNIX carry out similar activities and have similar risks, this enables the development and maintenance of good risk control programs that are designed for the specific needs of the membership, which can reduce the loss profile for the group.

Program advantages:

- Reduced insurance

cost: lower rates than a conventional insurance program

- Stability of Cost: shields members from the peaks and valleys of the insurance market
- Stability of Coverage: MUNIX provides coverages that the insurance industry typically doesn't
- Manuscript wordings for property and liability: buildings have replacement cost coverage for like kind and quality with no co-insurance requirements or margin clauses. (see footnote 1.1)

- Fewer exclusions in the Commercial General Liability (CGL) policy than in the general insurance market
- Errors and Omissions coverage included in the CGL policy, protects against risks that are not included under your organization's general liability policy, such as claims arising out of Council or Board decisions or omissions, or out of actions or activities performed directly under the auspices of the Council or Board of Directors for non profits.

OTHER MUNIX BENEFITS

- Cooperative philosophy: member owned and operated; MUNIX board is made up of municipally elected officials
- Claim funding is based on loss experience of the members: not directly affected by volatility of commercial insurance market. Even with a large wildfire property loss in

2011, rates rose only marginally

- Risk Management Training for all members: Free access to the 14 AMSC Risk Modules which teaches members how to manage risks and reduce claims
- Building Appraisals to ensure they are insured to proper values

- Loss Control Inspections to identify potential losses for property and liability
- In house claims handling to ensure member satisfaction when a claim occurs
- Licensed and experienced insurance consultants

Footnote 1.1 Regular Property insurance policies usually include a co-insurance clause that sets out the percentage of your property's value you have to insure (such as buildings, contents, or other physical assets). A standard requirement is that you insure 90% of the value

of your property. If you insure below the co-insurance rate you will not get full coverage for a claim. For example if you insure only 45% of the value of all your property (including all assets) instead of the required 90%, you'll get precisely half your claim. On the other hand,

if you insure to 90% of your property value and everything is destroyed, you'll get just the 90% you insured. Advantage MUNIX, with full replacement cost!

... What has changed in the amended Subscriber's Agreement?

Agenda Item # 8.1.1

1. **Policy Period Ends January 1**
The 2002 Agreement defined the insurance policy period as ending on December 31. The amended Agreement reflects actual practice with the policy period ending as of January 1.
2. **Removal of Five Year Sign Up Requirement**
The 2002 Agreement required subscribers to stay with MUNIX for a minimum of 5 years. The amended Agreement has no minimum sign up period requirement. The original 5 year sign up was required when MUNIX was in a startup phase.
3. **Subscriber Definition is Changed**
A Regular (i.e. urban municipality) or Associate (i.e. county, community related nonprofit) member of AUMA is eligible to be a subscriber. The 2002 Agreement also allowed participation from affiliate members (i.e. AUMA business partners) which are now removed from the definition of the subscriber. There are no affiliate members which are currently part of MUNIX.
4. **Attorney can be a corporation**
The 2002 Agreement is silent on the ability of the Attorney to be a corporation (Note: The term Attorney is not lawyer but rather the Attorney under a Power of Attorney. The Insurance Act allows the Attorney (also known as Principal Attorney or Attorney-In-Fact) to be a corporation. The amended Agreement specifies that the attorney can be a corporation which helps to provide continuity for MUNIX.
5. **Ability to Grow Funds**
The Insurance Act requires a reserve fund to be maintained. The amended Agreement also allows the Board to hold "such greater amounts for reserve funds as determined to be prudent and appropriate by the Advisory Board." This change clarifies the Board can build reserves to; for example, help to buffer MUNIX from a hardening of the insurance market.
6. **Clarifies Subscribers Proportion Share**
If the Exchange terminates or ceases to exist, assets are distributed based on a formula known as the Subscriber's Proportionate Share. If an assessment is required to pay claims and expenses, the amount of additional assessment is based on the Subscriber's Proportionate Share. Note, MUNIX has not levied an additional Assessment. Subscriber's Proportionate Share is based on a share of Premiums over the previous five year period. The 2002 Agreement had a similar definition but no five year limit.
7. **MUNIX Advisory Board Discretion**
A new clause confirms the Board's broad discretion. The Advisory Board can consider any matter which in its sole and unfettered discretion is in MUNIX's best interests and the decision or determination is final and binding and not subject to challenge. This new clause helps to ensure the Board has wide governance powers for MUNIX.
8. **Acceptance of Subscribers**
Authority may be delegated to the Attorney to accept or reject subscribers to MUNIX and applications are made to the Attorney. The 2002 Agreement required the Board to approve new subscribers. Delegating this task to the Attorney allows for quicker decisions and reflects current procedure.
9. **Termination of Subscriber**
It is important to provide the Board with the ability to remove a subscriber to protect MUNIX. The 2002 Agreement allows the Advisory Board to terminate a Subscriber where the Subscriber: a) fails to comply with the Subscribers Agreement or a recommendation of the Advisory Board; b) ceases to be a regular or associate member of AUMA; or c) does not pay a premium or other assessment. The amended Agreement gives the Board general discretion to remove subscribers after 90 days' notice is given. The Board's discretion may be exercised if, for example, a member had ongoing extreme claims experiences and was not following proper risk management and causing harm to the sustainability of MUNIX. MUNIX has not terminated a subscriber during its existence and such decision would not be made lightly.

What has changed in the amended Subscriber's Agreement?

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10. Rights and Obligations on Termination

In the 2002 Agreement terminating or withdrawing subscribers were eligible to receive a proportionate share of excess premiums (assuming there were excess premiums). Under the amended Agreement, subscribers waive any right to compensation or reimbursement if the insurance reciprocal dissolves. If members continue participation with MUNIX, the reciprocal remains strong. If members are allowed to withdraw a share of excess premiums it detracts from MUNIX's financial strength and ability to buffer premium rate pressures.

11. Premium Calculation

While the Advisory Board approves the total premium, the amended Agreement clarifies the Attorney calculates the Subscriber's premium and communicates the amount due. The 2002 Agreement refers to the Board determining the premium.

12. Advisory Board Composition

The Advisory Board is the governance Board for MUNIX. In the 2002 Agreement the Advisory Board is comprised of AUMA Board Members who are elected officials of subscribers. In 2005, AMSC was incorporated. It is a wholly owned subsidiary of AUMA. The business services of AUMA are governed through AMSC. In the amended Agreement the Advisory Board is all members of the Board of AMSC who are elected officials of subscribers plus the non-elected appointed members of the Board of AMSC. This change allows appointed AMSC Board members to be part of Advisory Board and better aligns MUNIX with AMSC.

13. Annual Meeting Date

The 2002 Agreement requires the annual meeting to be held not later than 30 days after AUMA's annual convention. The amended Agreement clarifies the annual meeting can be held at the same time (concurrent) with AUMA's convention or within 30 days after the convention.

14. Time of Board Minutes Preparation

The amended Agreement states minutes of the Board meetings are to be sent to the Board as soon as reasonably practicable rather than the existing 15 days.

15. Annual Report

The Advisory Board determines timing and content of the Annual Report. The 2002 Agreement specified the content of the annual report. The amended Agreement gives the Board leeway to include meaningful information. Also, the 2002 Agreement required the annual report to be prepared within 90 days when the report is typically provided to the AUMA Convention, which is later in the year.

16. Liability of Advisory Board

The limitation of liability for Advisory Board members has been restructured slightly.

17. Board Member Compensation

In the amended Agreement, Board members can be compensated for their services acting as a member of the Advisory Board. The 2002 Agreement stipulates no payment for services to a Board member. The change allows Board members to be compensated especially with appointed independent (non-elected) being on the Advisory Board.

18. Liability Insurance

The requirements to purchase liability insurance extends to an employee, director or officer of the Attorney. In the 2002 Agreement the insurance requirement only applied to Board members.

19. Amending the Agreement

The 2002 Agreement does not specify a process for amendments. The amended Agreement includes a process for the future. Amendments come into effect no earlier than December 31 of the year the amendment is made. There must also be one month's notice to all Subscribers of the intention to effect an amendment, and a description of the amendment at the annual meeting. This new process will allow the Subscribers Agreement to be more readily updated.

20. Power of Attorney

MUNIX Attorney-In-Fact Ltd is appointed as the Attorney (note: this reference to "Attorney" does not mean "lawyer") under the Power of Attorney an individual, John McGowan, is the current Attorney.

WE ARE
economies
OF SCALE

WE ARE THE
support
YOU NEED

WE ARE THE
experts
IN MUNICIPALITIES

WE ARE YOUR
advocate

Alberta Municipal Insurance Exchange



Amended and Restated Reciprocal Insurance Exchange Agreement

Alberta Municipal Insurance Exchange ("MUNIX") Amended and Restated Reciprocal Insurance Exchange Agreement

Agenda Item # 8.1.1

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Amended and Restated Reciprocal Insurance Exchange Agreement

Agenda Item # 8.1.1

THIS AMENDED AND RESTATED AGREEMENT is made effected as of the 1st day of January, 2014

AMONG:

THOSE PARTIES THAT SUBSCRIBE TO THIS AGREEMENT BY EXECUTING TWO COPIES OF THE FORM OF SUBSCRIPTION ATTACHED HERETO AS APPENDIX "A"
(Hereinafter individually called a "Subscriber" and collectively called "Subscribers")

BEING PARTIES TO THIS AGREEMENT

WHEREAS the Insurance Act, c. 1-3, R.S.A. 2000, permits a reciprocal insurance exchange where parties with a similar risk base exchange reciprocal contracts of indemnity and inter-insurance for one or more classes of insurance;

AND WHEREAS the Subscribers entered into a Reciprocal Insurance Exchange Agreement (the "Original Agreement") which established the Alberta Municipal Insurance Exchange, pursuant to a license duly issued by the Superintendent of Insurance for the Province of Alberta which has and continues to operate;

AND WHEREAS the Subscribers wish to amend certain terms and conditions set forth in the Original Agreement and to enter into this amended and restated reciprocal insurance exchange agreement to govern the continued operation of the Alberta Municipal Insurance Exchange;

NOW THEREFORE THIS AMENDED AND RESTATED AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1.00 Definitions

1.01 Definitions

The following words and phrases shall have the meanings as set out below, in both singular or plural form of the word or phrase defined:

- a. "Act" means the Insurance Act, c. 1-3, R.S.A. 2000, as amended;
- b. "Actuary" means an actuary retained by the Advisory Board from time to time;
- c. "Advisory Board" means the Advisory Board established under this Agreement;
- d. "Attorney", "Attorney-in-Fact", or "Principal Attorney" means the person or body corporate appointed to act for the Subscribers pursuant to the Power of Attorney in the form attached to this Agreement, and to execute all documents on behalf of the Exchange";
- e. "AUMA" means the Alberta Urban Municipalities Association, a Society formed under the laws of the Province of Alberta;
- f. "Board of AUMA" means the Board of Directors of AUMA, as established from time to time;
- g. "AMSC" means the Alberta Municipal Services Corporation, a corporation formed under the laws of the Province of Alberta;
- h. "Board of AMSC" means the Board of Directors of AMSC, as established from time to time;
- i. "Exchange" means the "Alberta Municipal Insurance Exchange" or "MUNIX";
- j. "Guarantee Fund" means the guarantee or surplus sums required to be maintained by the Attorney pursuant to the Act;
- k. "License" means the license issued by the Superintendent of Insurance;
- l. "Member" includes any regular or associate member of AUMA, as those categories of membership are described and authorized by the Bylaws of AUMA from time to time, but does not include the Life Member category of membership;
- m. "Policy Period" means the period commencing on the commencement date of the Reciprocal Insurance Policy issued to a Subscriber and ending as of January 1 of any year;
- n. "Premium" means the amount agreed to be contributed by each Subscriber upon execution of a contract of indemnity or inter-insurance;
- o. "Prime Rate" means the annual rate of interest established and announced from time to time by the Royal Bank of Canada as being a reference rate then in effect for determining interest rates on Canadian dollar commercial loans made in Canada;
- p. "Reciprocal Insurance Policy" means any contract of insurance exchanged by Subscribers;
- q. "Reserve Fund" means the reserve sums required to be maintained by the Attorney pursuant to the Act or such greater amounts

- for reserve funds as determined to be prudent and appropriate by the Attorney and the Board.
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- r. "Securities" mean approved securities as permitted by the Act;
 - s. "Subscribers" means Members who have agreed to exchange a contract of inter-insurance with each other through the Attorney and have been accepted to be a Subscriber by the Advisory Board;
 - t. "Subscriber's Proportionate Share" means the Advisory Board's determination of that Subscribers proportionate share of Premiums paid over the previous five Policy Period years to the Exchange calculated as a fraction, the numerator of which is the total of the Premiums paid or payable by the Subscriber over the previous five Policy Period years to the Exchange, and the denominator of which is the total of all Premiums paid or payable by all Subscribers in the previous five Policy Period years, expressed as a percentage
 - u. "Superintendent" means the Superintendent of Insurance for the Province Alberta; and
 - v. "Trust Account" means the account or accounts established by the Attorney to hold Premium on behalf of the Exchange.

Each Subscriber acknowledges and agrees that, whenever this Agreement provides that the Advisory Board is entitled to make a decision or determination, the Advisory Board is entitled to consider any matter which it considers in its sole and unfettered discretion is in the best interests of the Exchange and such decision or determination shall be final and binding for all purposes on all Subscribers and no Subscriber is entitled to challenge such decision or determination in any court or other forum.

Article 2.00 The Reciprocal Insurance Exchange

2.01 Restated and Ratification of the Reciprocal Insurance Exchange

The Subscribers hereto acknowledge and agree that, pursuant to the Original Agreement, the Subscribers established the Exchange which was licensed by the Superintendent to operate and which operated and continues to operate. The Subscriber further agrees to amend certain terms and conditions set forth in the Original Agreement as reflected in this amended and restated reciprocal insurance exchange agreement (the "Restated Agreement") to govern the continued operation of the Exchange.

This Restated Agreement will become operative upon approval of this Restated Agreement by the Advisory Board. The phrase "this Agreement" shall refer to this Restated Agreement.

- 2.02 **Purpose of the Exchange**
The Exchange was established for the purpose of permitting the Subscribers to exchange reciprocal contracts of indemnity or inter-insurance as provided for in the Act.
The Exchange has the power to do any and every act and thing necessary, proper, legal and convenient or incidental to the accomplishment of its purposes.
- 2.03 **Name of the Exchange**
The name of the Exchange shall be the "Alberta Municipal Insurance Exchange" or "MUNIX" and shall not be used by any of the Subscribers other than in connection with the affairs of the Exchange.
- 2.04 **Registration of Name**
The Subscribers shall effect such registrations with respect to the names "Alberta Municipal Insurance Exchange" and "MUNIX" as may be necessary or desirable to preserve their ownership rights in the names and to ensure use of the names solely in connection with the Exchange.
- 2.05 **Term**
This Agreement is effective January 1, 2002 and shall continue in full force and effect subject to amend-ments and reinstatements from time to time in accordance with the provisions of this Agreement and the Act until terminated in accordance with Article 9.00 hereof.
- 2.06 **No Authority to Bind**
A Subscriber shall not have any authority to bind the other Subscribers with respect to this Agreement.
- 2.07 **Indemnification of Each Subscriber**
Each Subscriber, (in this Article called the "Indemnitor") hereby irrevocably and unconditionally undertakes and agrees to indemnify and save harmless the other Subscribers (in this Article called the "Indemnitee") from and against any and all liability, loss, harm, damage, cost or expense, including legal fees on a solicitor and its own client basis, which the Indemnitees may suffer, incur or sustain as a result of any act of the Indemnitor outside the scope of, or in breach of, this Agreement.
- 2.08 **Several Liability**
The obligations of each Subscriber with respect to the Exchange and the contracts and obligations entered into by or on behalf of the Subscribers in connection with the Exchange, shall in every case be several and not joint and several.

Article 3.00 Subscribers and Subscriptions

- 3.01 **Membership**
Any Member is eligible to become a Subscriber under this Agreement provided that:
- The Member satisfies the Attorney that it has the authority to enter into this Agreement and carry out its responsibilities hereunder; and

- It executes, in duplicate, the Form of Subscriber to the Agreement.
- 3.02 **Subscription Application**
- The Advisory Board may delegate the power to decide to accept or reject a subscriber to the Attorney.
 - Any Member wishing to become a Subscriber shall make application to the Attorney which application shall contain such information as the Attorney shall determine from time to time.
 - A Member's application is accepted and the Member becomes a Subscriber on the day the Member receives a written notice from the Attorney of its acceptance as a Subscriber.
- 3.03 **Termination of Subscribers**
- By Advisory Board
The Advisory Board is empowered to remove a Subscriber by providing such Subscriber with a notice in writing to that effect, in the event that:
 - The Subscriber fails to comply with this Agreement or any recommendation given by the Advisory Board under its authority, after having been given thirty (30) days' notice written by the Advisory Board of the details of its failure to comply; or
 - The Subscriber ceases to be eligible as a Subscriber in accordance with Article 3.01; or
 - The Subscriber fails to pay any premium or other assessment promptly when due.
 In addition to the foregoing, the Advisory Board has discretion to decide to remove a Subscriber without cause or reason upon the Advisory Board providing the Subscriber with ninety (90) days' written notice of removal.
 - By Notice of Withdrawal
A Subscriber may withdraw from the Exchange by giving written notice of withdrawal to the Advisory Board not less than one (1) year prior to withdrawal. In such event, the Subscriber's withdrawal shall take effect on January 1 of the year following the year in which notice is given.
 - By Dissolution, Merger or Break-up
If a Subscriber is dissolved or merged, it ceases to be a Subscriber as at the date of dissolution or merger.
 - Rights and Obligations on Termination
Upon termination or withdrawal of a Subscriber, the Subscriber acknowledges that:
 - The Subscriber, or its successor, as the case may be, shall have continuing liability for all claims presented for any Policy Period during which the Subscriber was a Subscriber, as set forth in Articles 3.04 and 4.03 of this Agreement;

- ii. Any existing policy of insurance exchanged with other Subscribers will be cancelled; and
- iii. The Subscriber or its successor, as the case may be, is not entitled to and hereby waives any right to receive any monetary compensation or reimbursement whatsoever from the Exchange other than in the event of dissolution as stated in Article 9.01 c. of the Exchange and in such event of dissolution any compensation or reimbursement will be determined, if any, at the sole and unfettered discretion of the Advisory Board or from any of the Subscribers (in respect of alleged excess premiums or over-payments or otherwise).

3.04 Continuing Liability

In the event that a Subscriber withdraws or is removed as a Subscriber of the Exchange, such Subscriber or its successor shall continue to be responsible for any assessments or liabilities arising from claims in respect of incidents occurring while it was a Subscriber, as determined by the Advisory Board, unless satisfactory arrangements are made with the Advisory Board to buy out such liability.

Article 4.00 Insurance Policies, Premiums and Assessments

4.01 Policies

Upon obtaining coverage as an insured under a policy of insurance issued by the Exchange, such Subscriber is deemed to have exchanged a reciprocal contract of indemnity and inter-insurance with all other Subscribers who are insureds under that policy. The form of policy or policies of insurance may be changed from time to time by the Attorney as it determines appropriate, subject to compliance with the requirements of all regulatory authorities having jurisdiction.

4.02 Premium

The Advisory Board will, in each Policy Period, approve the total premium for the Exchange.

The amount of the Premium payable in each year by each Subscriber shall be calculated by the Attorney. In making such determination, the Attorney may consider:

- a. The advice of professional advisors
- b. Policies and previous allocation plans set forth by the Advisory Board
- c. Relative claims histories of Subscribers
- d. Relative risk profiles of Subscribers
- e. Any other factor considered appropriate

The individual Premium payable by each Subscriber will be communicated to each Subscriber as determined by the Attorney and the Premium is due and payable on the effective date of the insurance coverage.

4.03 Additional Assessments

- a. The Subscriber or its successor shall be responsible for any additional assessments in any Policy Period if the Advisory Board determines that the funds on hand are not sufficient to pay the claims and expenses for that Policy Period, and including the establishing and maintaining of reserve and guarantee funds of the Exchange under the Act.
- b. In the event that a further assessment is required, the Attorney shall notify each Subscriber, setting forth the additional assessment for which each Subscriber is responsible and setting out in reasonable detail the reasons for the additional assessment and the date upon which payment of the additional assessment must be made.
- c. Additional assessments shall be based on the Subscribers' Proportionate Share for that Policy Period.

4.04 Obligation to Pay

- a. Each Subscriber covenants and agrees to pay forthwith when due any Premium or additional assessment required pursuant to the terms of this Agreement.
- b. In the event a Premium or additional assessment is not paid when due, a service charge as determined by the Advisory Board will be applied to any outstanding balance and will be payable by the Subscriber from the date that the monies become due until paid. Furthermore, the Subscriber shall be in breach of this Agreement and liable for the indemnity obligations contained within Article 2.07.

4.05 Potential Reduction of Premiums

In the event the Advisory Board determines that the Exchange has accumulated funds in excess of those required to meet the obligations of the Exchange in respect of claims arising in any one Policy Period, the Advisory Board may apply such excess funds to reduce the levy that would otherwise be charged for policies of insurance in any subsequent Policy Period.

4.06 Close of Policy Period

The Advisory Board shall have the authority to declare any Policy Period closed, that is, that the Advisory Board is satisfied that no further claims against the Exchange will arise in respect of that particular Policy Period.

Article 5.00 Advisory Board, Officers, Meetings

5.01 Establishment of Advisory Board

The Subscribers hereby establish an Advisory Board for the purpose of implementing this Agreement and operating the Exchange.

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5.02 Power and Authority

Except as otherwise provided for in this Agreement, the Advisory Board has the power and authority, and the Subscribers hereby direct the Advisory Board, to give any approvals and to make any decisions and determinations required or permitted to be given or made by the Subscribers with respect to the Exchange in any matter arising under or by virtue of this Agreement, including but not limited to:

- a. Approving the total premium and any additional assessments required of Subscribers pursuant to the provisions of this Agreement
- b. Appointment of, and giving directions to, the Attorney
- c. Establishing guidelines and policies with respect to the promotion of loss prevention and risk management and making recommendations to the Subscribers in regard to implementing the same
- d. Determining the amount of a Subscriber's Proportionate Share as may be required pursuant to Article 4.03, Article 9.01 or for any other purpose pertaining to the operation of the Exchange
- e. Approving any new Subscriber

5.03 Composition of Advisory Board

- a. The Advisory Board shall consist of:
 - i. All members of the Board of AMSC who are elected officials of Subscribers, and
 - ii. The non-elected appointed members of the Board of AMSC.
- b. The Chief Executive Officer of AUMA shall be an ex-officio, non-voting member of the Advisory Board.

5.04 Appointment

- a. The term of appointment of an Advisory Board member shall be concurrent with their term as member of the Board of AMSC.
- b. Notwithstanding sub-Article (a) above, the appointment of an elected official member of the Advisory Board shall terminate immediately if the Subscriber in which they are an elected official, ceases to be a Subscriber.

5.05 Resignation

A member of the Advisory Board may resign from office upon giving written notice of resignation to the Advisory Board. Such resignation is effective immediately upon receipt by the Advisory Board.

5.06 Remaining Board to Govern

Where there is a vacancy or vacancies on the Board, the remaining Advisory Board shall constitute the Advisory Board until the next Advisory Board is established.

5.07 Decisions of the Advisory Board

- a. At all meetings of the Advisory Board, unless otherwise stated in this Agreement, every

question shall be decided by a simple majority of the votes cast at the meeting provided that a quorum is present in person or by conference call.

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- b. A resolution in writing signed by all members of the Advisory Board is as valid as if it had been passed at a meeting of the Board. Any such resolution shall be effective from the date stated as the effective date, and may be either post-dated or ante-dated.

5.08 Officers

- a. Chair
The Advisory Board shall choose a Chair from amongst its members. The Chair shall not have a second or casting vote in respect of any matter voted on by the Advisory Board.
- b. Secretary
The Advisory Board shall appoint a Secretary who shall keep complete and accurate minutes of all meetings of the Advisory Board.

5.09 Other Officers

The Advisory Board may appoint such other officers and delegate such responsibilities to such officers as the Board shall determine.

5.10 Meetings of the Advisory Board

- a. The Advisory Board shall hold an annual meeting at the call of the Chair, such annual meeting to be held either concurrent with or no later than thirty (30) days after the annual convention of the AUMA.
- b. In addition to the annual meeting, the Advisory Board shall meet at the call of the Chair or on the request of not less than three (3) member of the Advisory Board.
- c. The Advisory Board may meet at any location in Alberta determined by the Chair.
- d. The Chair, or in the Chair's absence, any other person designated by the Advisory Board, shall preside over the meeting.

5.11 Conference Telephone Meetings

Any Advisory Board member may participate in a meeting of the Advisory Board by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and a member participating in a meeting in such manner shall be deemed to be present in person at the meeting.

5.12 Notice of Meetings

- a. The Chair shall give each member of the Advisory Board written notice of the time and place of each meeting of the Advisory Board at least forty-eight (48) hours (excluding Sundays or holidays) in advance of the meeting.
- b. No notice of the next meeting is necessary if all members of the Advisory Board were present at the preceding meeting or if those members of the Advisory Board who were absent from the preceding meeting have

... waived notice in writing to the holding of such meeting, given before or after the meeting for which notice is required to be given.

5.13 Agendas

- a. The notice of each meeting of the Advisory Board shall be accompanied by an agenda and relevant support materials sufficiently detailed to inform each member of the Advisory Board of the matters to be considered at the meeting.
- b. A member of the Advisory Board may require the addition of one or more matters to the agenda of the meeting by written notice to the Chair. Such notice shall be accompanied by any relevant and supporting material sufficiently detailed to inform each member of the Advisory Board of the matter or matters to be added to the agenda of the meeting. Such notice and materials shall be delivered in sufficient time to enable the Chair to comply with their obligations under Article 5.12 and this Article 5.13.
- c. Any matter to be added to the Agenda at a meeting of the Advisory Board shall only be added when such addition is approved by a majority of the Advisory Board.

5.14 Minutes of Meetings

- a. The minutes of each meeting of the Advisory Board shall be sent by the Secretary to each member as soon as reasonably practicable after the meeting. Any failure by the Secretary to send the minutes of a meeting to each member shall not affect the validity of any decisions made at the meeting.
- b. The minutes of any meeting shall be prima facie evidence of the meeting and resolutions therein stated.

5.15 Quorum

A majority of the members of the Advisory Board then in office shall constitute a quorum for the purposes of holding meetings and conducting the business of the Exchange.

5.16 Duty of Care

Every member of the Advisory Board, in exercising the member's powers and discharging the member's duties, shall:

- a. Act in good faith with a view to the best interests of the Exchange; and
- b. Exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

5.17 Limitation of Liability of Advisory Board Members

No member of the Advisory Board shall be liable for any loss, damage, expense or misfortune arising in the Exchange from:

- a. The acts or omissions of any other member of the Advisory Board or the Attorney (including

the acts or omissions of an employee, director or officer of the Attorney)

- b. The insufficiency or deficiency of any security in or upon which any of the monies of the Exchange are invested
- c. The bankruptcy or insolvency of the Exchange
- d. The tortious acts of any person (including a Member), with whom any monies, securities or effects of the Exchange have been given, taken or deposited
- e. Any error of judgment or oversight on the part of the member of the Advisory Board; or
- f. Any act or omission in the execution of the duties of the office of Advisory Board member, or directly or indirectly in relation thereto; unless such loss, damage, expense or misfortune is occasioned by the willful neglect, willful default, fraud or dishonesty of such member of the Advisory Board.

5.18 Indemnity of Advisory Board Members

Every member of the Advisory Board and every former member of the Advisory Board and the member's or former member's heirs and legal representatives shall be indemnified and saved harmless by the Subscribers from and against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment reasonably incurred by the member in respect of any civil, criminal or administrative action or proceeding to which the member or former member is made a party by reason of being or having been a member of the Advisory Board if:

- a. The member or former member acted in good faith, with a view to the best interests of the Exchange; and
- b. In the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the member or former member had reasonable grounds for believing that the member's or former member's conduct was lawful.

5.19 Liability Insurance

The Advisory Board shall purchase and maintain insurance as necessary, for the benefit of any person referred to in this Article against any liability incurred by the person in the person's capacity as a member of the Advisory Board except where the liability relates to the person's failure to act in good faith with a view to the best interests of the Exchange.

5.20 Payment of Services

As may be determined by the Advisory Board from time to time, payment may be made to any member of the Advisory Board for their services in acting as a member of the Advisory Board and may also include reimbursement of any expenses incurred in acting as a member of the Advisory Board.

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Article 6.00 The Attorney

6.01 Selection

- a. The Advisory Board shall select an Attorney, which may be a corporate entity, to do such things and sign such documents as are required by the Act, together with such further things and the execution of such other documents as the Advisory Board may determine.
- b. The Advisory Board may appoint a replacement of the Attorney from time to time as determined by the Advisory Board and as set forth in the Power of Attorney attached as Appendix "B" to this Agreement.
- c. Execution by the Subscriber of the Form of Subscription contained at Appendix "A" to this Agreement constitutes the appointment of the Attorney under the Power of Attorney attached as Appendix "B" to this Agreement.

6.02 Powers and Duties of Attorney

Subject to the advice and direction of the Advisory Board, the Attorney shall do all things necessary to facilitate the operation of the Exchange and to carry out the terms of this Agreement including, but not limited to, the power, authority and directions set forth in the Power of Attorney.

6.03 Limitation of Liability of Attorney

No Attorney (and no employee, director or officer of the Attorney) shall be liable for any loss, damage, expense, or misfortune arising in the Exchange from:

- a. The acts or omissions of any member of the Advisory Board;
- b. The acts or omissions of any other employee, director or officer of the Attorney;
- c. The insufficiency or deficiency of any security in or upon which any of the monies of the Exchange are invested;
- d. The bankruptcy or insolvency of the Exchange;
- e. The tortious acts of any person (including a Member), with whom any monies, securities or effects of the Exchange, or any Member thereof, have been given, taken, or deposited;
- f. Any error of judgment or oversight on the part of the Attorney or member of the Advisory Board; or
- g. Any other act or omission in the execution of the duties of the Attorney or of an employee, director or officer of the Attorney, or directly or indirectly in relation thereto; unless such loss, damage, expense or misfortune is occasioned by the wilful neglect, wilful default, fraud or dishonesty of the Attorney, in the event that the Attorney is seeking protection of this Article (or in the event that an employee, director or officer of the Attorney is seeking protection of this Article, of that employee, director or officer).

6.04

Indemnity of Attorney

Every Attorney, employee, director and officer of the Attorney) and their heirs and legal representatives shall be indemnified and saved harmless by the Subscribers from and against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment reasonably incurred by the Attorney in respect of any civil, criminal or administrative action or proceeding to which the Attorney is made a party by reason of being or having been an Attorney, if:

- a. They acted in good faith, with a view to the best interests of the Exchange; and
- b. In the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, they had reasonable grounds for believing that their conduct was lawful.

6.05

Liability Insurance

The Advisory Board shall purchase and maintain insurance, as required, for the benefit of the Attorney against any liability incurred by them in their capacity as Attorney of the Exchange, except where the liability relates to their failure to act in good faith with a view to the best interests of the Exchange. The Advisory Board shall purchase and maintain insurance for the benefit of any employee, director or officer of the Attorney against any liability incurred by them in their capacity as employee, director or officer of the Exchange, except where the liability relates to his failure to act in good faith with a view to the best interests of the Exchange.

Article 7.00 Financial and Accounting Matters

7.01 Fiscal Year

The fiscal year of the Exchange shall be the calendar year.

7.02 Books and Records

Proper and complete books, records, and accounts of the Exchange shall be kept at the principal office of the Exchange. The books and records shall fully and accurately reflect all transactions of the Exchange, and shall be maintained in conformity with generally accepted accounting principles and the Act.

7.03 Subscribers' Accounts

Accounts shall be kept showing each Subscriber's participation in the operations and operating results of the Exchange.

7.04 Annual Reports

The Advisory Board may determine the timing and content of periodic reporting to Subscribers in respect to the operation of the Exchange.

7.05 Annual Statements

The Advisory Board may determine the timing and content of periodic reporting to Subscribers in respect of details of the Subscriber's account.

Agenda Item # 8.1.1

7.06 Other Financial Information

The Advisory Board shall provide Subscribers with such other financial information as the Board deems necessary, or as may be required under the Act.

7.07 Bank Accounts

- a. The Exchange shall keep and maintain such accounts at a Canadian bank or banks or Alberta Treasury Branch as the Advisory Board may from time to time determine in its discretion. All monies from time to time received on account of the Exchange shall be paid immediately into the appropriate bank account of the Exchange.
- b. The Advisory Board may establish an interest account for the payment of expenses incurred in connection with the operations of the Exchange, which account shall be funded by the transfer of funds from the general account as required. The amount of such account and the person or persons authorized to draw thereon shall be determined by the Advisory Board from time to time.

7.08 Execution of Documents

All documents, instruments or agreements having a legally binding effect on the Subscribers shall be signed by the Attorney.

Article 8.00 Meetings of Subscribers

8.01 Meetings Generally

- a. The Advisory Board may call a meeting of Subscribers for any purpose consistent with this Agreement.
- b. Subscribers shall not have any rights to call a meeting of the Subscribers, it being acknowledged that the calling of any meeting of Subscribers shall be at the discretion of the Advisory Board.

Article 9.00 Termination of Exchange

9.01 Termination

- a. The Advisory Board may decide to terminate the Exchange by a unanimous resolution of the Advisory Board.
- b. The Exchange shall terminate in the event that it fails to receive a License or in the event that any such License is revoked or is not renewed.
- c. Upon termination, the assets of the Exchange after payment of all obligations, and after setting aside an adequate reserve for future claims, shall be distributed to the Subscribers who are Subscribers at the time termination occurs. The distribution of the net assets to each Subscriber will be based on the Subscriber's Proportionate Share and payable in accordance with the direction of the Advisory Board.
- d. Notwithstanding the termination of the Exchange, each Subscriber shall continue to

be responsible for its proportionate share of any claims which it is liable to pay upon termination, as determined by the Advisory Board at its discretion, unless satisfactory arrangements are made to buy out such liability.

- e. Subject to any conditions imposed by the Superintendent, the Exchange shall be empowered to continue in operation for the limited purpose of fulfilling outstanding obligations and this Agreement shall remain in full force and effect until all obligations of the Exchange have been fulfilled. Notwithstanding the foregoing, in the event that the Exchange is operating for the limited purpose of fulfilling outstanding obligations, the Exchange shall not exchange or cause to be exchanged any further contracts of indemnity or inter-insurance.

Article 10.00 General Provisions

10.01 Notice

All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing and served personally, or sent by letter, postage prepaid, addressed to:

- a. Such Subscriber at the address noted below their signature on the Form of Subscription; and
- b. The Exchange at the address of the Attorney set forth in the Power of Attorney; or
- c. Such other address as may be given by any of them to the others in writing from time to time; and
- d. Such notices, requests, demands, acceptances and other communications shall be deemed to have been received when delivered, or if sent by mail, shall be deemed to have been received on the fifth day following the date of mailing the letter.

10.02 Currency

All references to dollars shall be in Canadian funds.

10.03 Gender and Number

Words imparting the singular number only shall include the plural, and vice-versa, and words imparting the masculine gender shall include the feminine gender and neuter gender, and words imparting persons shall include, without restricting the generality of the word, a natural person, firm, trust, partnership, association, corporation, government or governmental board, agency or instrumentality.

Agenda Item # 8.1.1

10.04 Headings

The division of this Agreement into articles and sections and the article and section headings are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

10.05 Calculation of Time Periods

Unless otherwise specified herein or in any insurance policy issued pursuant hereto, when calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is a non-business day, the period in question shall end on the next business day.

10.06 Applicable Law

This Agreement shall be construed and enforced in accordance with the rights of the parties hereto and shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto do hereby irrevocably adjourn to the exclusive jurisdiction of the courts of the Province of Alberta.

10.07 Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

10.08 Not a Partnership

Nothing in this Agreement shall be construed to constitute any of the Subscribers as a partner, agent or representative of the others or to create any trust or any commercial or other partnership among the Subscribers.

10.09 Entire Agreement

This Agreement together constitutes the entire agreement among the parties relating to the establishment and operation of the Exchange and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect thereto.

10.10 Amendments

This Agreement may be amended by the Advisory Board and each such amendment shall bind each Subscriber from the date designated by the Advisory Board not to be earlier than December 31 of the year which the amendment is made. An amendment to this Agreement is not effective until:

- a. The Advisory Board has given at least one (1) months' notice to all Subscribers of its intention to effect such an amendment, in accordance with the notice requirements in Article 10.01; and
- b. The amendment has been described at the annual meeting.

10.11 Waiver

Agenda Item # 8.1.1
No waiver by any party hereto of any breach of any of the provisions of this Agreement by such party shall take effect or be binding upon the party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the rights of such party with respect to any other breach.

10.12 Time of Essence

Time shall be of the essence of this Agreement.

10.13 Successors and Assigns

Subject to the provisions of Article 3.03(d)(iii), this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10.14 Counterparts

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

10.15 Further Acts

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

Article 11.00 Condition Precedent

11.01 Regulatory Approval

This Agreement in respect of each Subscriber is subject to the receipt of a provincial license or authorization, with or without conditions, or other regulatory approval as may be required.

APPENDIX B
Power of Attorney

Agenda Item # 8.1.1

1. The Subscribers to the Alberta Municipal Insurance Exchange referred to as the "Exchange" or "MUNIX" hereby appoint MUNIX Attorney-In-Fact Ltd. to be their Attorney, to do on their behalf anything that their Attorney can lawfully be authorized to do when acting on their behalf in regard to reciprocal contracts of indemnity or inter-insurance among the Subscribers, until such time as the Advisory Board of the Exchange shall have designated a successor Attorney, whereupon such successor shall be the Attorney so appointed.
2. The Attorney shall be empowered to act on behalf of the Subscriber in its place and stead and in regard to all matters involving the Exchange, and without limiting the generality of the foregoing, to:
 - a. Execute all documents on behalf of the Exchange;
 - b. Prepare and file all necessary documents as required by the laws of the Province of Alberta and as may be necessary to give full force and effect to the Exchange and the Amended and Restated Reciprocal Insurance Exchange Agreement;
 - c. Do all such things as are necessary to obtain a License for the Exchange and to maintain the License in good standing;
 - d. Provide all ongoing administration to the Exchange, including but not limited to:
 - i. The collection of premiums and other assessments;
 - ii. The maintenance of the Reserve Fund and Guarantee Fund;
 - iii. The opening and maintenance of accounts in the name of the Exchange with any bank or Treasury Branch of Alberta, in order to deposit and distribute funds with respect to the operations of the Exchange;
 - iv. The collection and receipt of all monies due by the Subscribers under this Agreement or under any policy of insurance;
 - v. The payment of all accounts due in the operation of the Exchange including all taxes;
 - vi. The investment of funds not immediately required by the Advisory Board, subject to any investment parameters established by the Advisory Board or as prescribed by applicable legislation;
 - vii. The change, cancellation, renewal, extension or re-insurance of any reciprocal contracts of insurance exchanged by Subscribers;
 - viii. The securing of insurance in excess of the amounts insured by the reciprocal contracts of insurance exchanged by Subscribers;
 - ix. The giving and receiving of all notices necessary or proper under any policy of insurance;
 - x. The adjusting, compromise, determination or settlement of all claims and losses under any reciprocal contract of insurance;
 - xi. The hiring of any auditor, actuary, legal counsel or other professional advisor as required or considered advisable by the Attorney;
 - xii. The engagement of the auditor for the annual audit of the Exchange;
 - xiii. The preparation and submission of reports to Subscribers on an annual basis as required by the Agreement; and
 - e. Do and perform every other act and thing necessary or proper to be done in order to carry out the terms of this Power of Attorney and the Amended and Restated Reciprocal Insurance Exchange Agreement.
3. This Power of Attorney shall be in effect from the date hereof.
4. This Power of Attorney is restricted to acting on behalf of Subscribers pursuant to the provisions of the applicable legislation under which the Exchange is licensed.
5. The Amended and Restated Reciprocal Insurance Exchange Agreement to which this Power of Attorney is attached forms part of this Power of Attorney.
6. The execution of the Form of Restated Subscription being Appendix "A" to the Amended and Restated Reciprocal Insurance Exchange Agreement constitutes execution of this Power of Attorney by Subscribers.

...
APPENDIX A
(MEMBER COPY) **Agenda Item # 8.1.1**
Form of Restated Subscription

Pursuant to the form of Agreement effective January 1, 2014 entitled "AMENDED AND RESTATED RECIPROCAL INSURANCE EXCHANGE AGREEMENT" (the "Agreement"):

Member

Drumheller, Town of

Address

703 2 AVE W
Drumheller, AB T0J 0Y3

(the "Member") hereby subscribes to the Agreement and the reciprocal insurance exchange named in the Agreement as the Alberta Municipal Insurance Exchange (MUNIX).

The execution of this Form of Restated Subscription by the Member constitutes execution of the Agreement and the Power of Attorney comprising Appendix "B". This form of Restated Subscription together with the Agreement, the Power of Attorney and the Forms of Restated Subscription from other Subscribers shall collectively constitute the Agreement of the Subscribers as if each and all of the Subscribers executed the Original Agreement, the Agreement and Power of Attorney.

IN WITNESS WHEREOF the Member has caused to be affixed its corporate seal duly attested to by the hands of its proper officers duly authorized in that behalf.

Dated this ____ day of _____, 2013.
(month)

Authorized Signature

Title _____

SEAL

Authorized Signature

Title _____

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Form of Restated Subscription

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Member

Drumheller, Town of

Address

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The execution of this Form of Restated Subscription by the Member constitutes execution of the Agreement and the Power of Attorney comprising Appendix "B". This form of Restated Subscription together with the Agreement, the Power of Attorney and the Forms of Restated Subscription from other Subscribers shall collectively constitute the Agreement of the Subscribers as if each and all of the Subscribers executed the Original Agreement, the Agreement and Power of Attorney.

IN WITNESS WHEREOF the Member has caused to be affixed its corporate seal duly attested to by the hands of its proper officers duly authorized in that behalf.

Dated this ____ day of _____, 2013.
(month)

Authorized Signature

Title _____

SEAL

Authorized Signature

Title _____

...

Agenda Item # 8.1.1

Town of Drumheller **Agenda Item # 8.3.1**
Bylaw Number 10.13

A BYLAW TO AUTHORIZE THE RATES OF TAXATION TO BE LEVIED AGAINST ASSESSABLE PROPERTY WITHIN THE MUNICIPALITY OF THE TOWN OF DRUMHELLER ALBERTA FOR THE 2013 TAXATION YEAR.

- WHEREAS** the Town of Drumheller has approved the 2013 Budget requiring property tax revenue of \$7,712,094
- AND WHEREAS** the required tax to pay the requisition from the Province for the Alberta School Foundation Fund and the requisition for Christ the Redeemer CSRD No. 3 is \$2,295,322.96 and \$445,579.74, respectively;
- AND WHEREAS** the required tax to pay the requisition from the Drumheller and District Seniors Foundation is \$362,272.50;
- AND WHEREAS** the Council is authorized to classify assessed property, and to establish different rates of taxation in respect to each class of property, subject to the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta, 2000; and
- AND WHEREAS** the assessed value of all property in the Town of Drumheller as shown on the assessment roll is:

| Assessed Value of Property | Municipal | Education | Seniors |
|----------------------------|-------------|-------------|-------------|
| Residential/Farmland | 673,281,730 | 669,000,180 | 669,000,180 |
| Non-Residential | 244,029,110 | 244,029,110 | 244,029,110 |
| Machinery and Equipment | 3,324,820 | exempt | 3,324,820 |
| Total Assessment | 920,635,660 | 913,029,290 | 916,354,110 |

NOW THEREFORE the Council of the Town of Drumheller, in the Province of Alberta, hereby enacts as follows:

- that the Chief Administrative Officer is hereby authorized to levy the following rates of taxation on the assessed value of all property as shown on the assessment roll of the Town of Drumheller.

2013 Municipal Tax Rates

| | Tax Levy | Assessment | Tax Rate |
|----------------------|-----------|-------------|------------|
| Residential/Farmland | 4,865,672 | 673,281,730 | 0.00722680 |
| Non-Residential/M&E | 2,846,401 | 247,353,930 | 0.01150740 |
| Totals | 7,712,073 | 920,635,660 | |

2013 Education Tax Rates

| | Tax Levy | Assessment | Tax Rate |
|----------------------|-----------|-------------|------------|
| Residential/Farmland | 1,812,723 | 669,000,180 | 0.00270960 |
| Non-Residential/M&E | 930,532 | 244,029,110 | 0.00381320 |
| Totals | 2,743,255 | 913,029,290 | |

2013 Seniors Foundation Rates

| | Tax Levy | Assessment | Tax Rate |
|----------------------|----------|-------------|------------|
| Residential/Farmland | 264,456 | 669,000,180 | 0.00039530 |
| Non-Residential/M&E | 97,779 | 247,353,930 | 0.00039530 |
| Totals | 362,235 | 916,354,110 | |

- that this bylaw shall take effect on the date of the third and final reading.

...

Agenda Item # 8.3.1

READ A FIRST TIME this 22rd day of April, 2013.

READ A SECOND TIME this 22rd day of April, 2013.

READ A THIRD TIME AND PASSED this _____.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

**TOWN OF DRUMHELLER
BYLAW NUMBER 08.13**

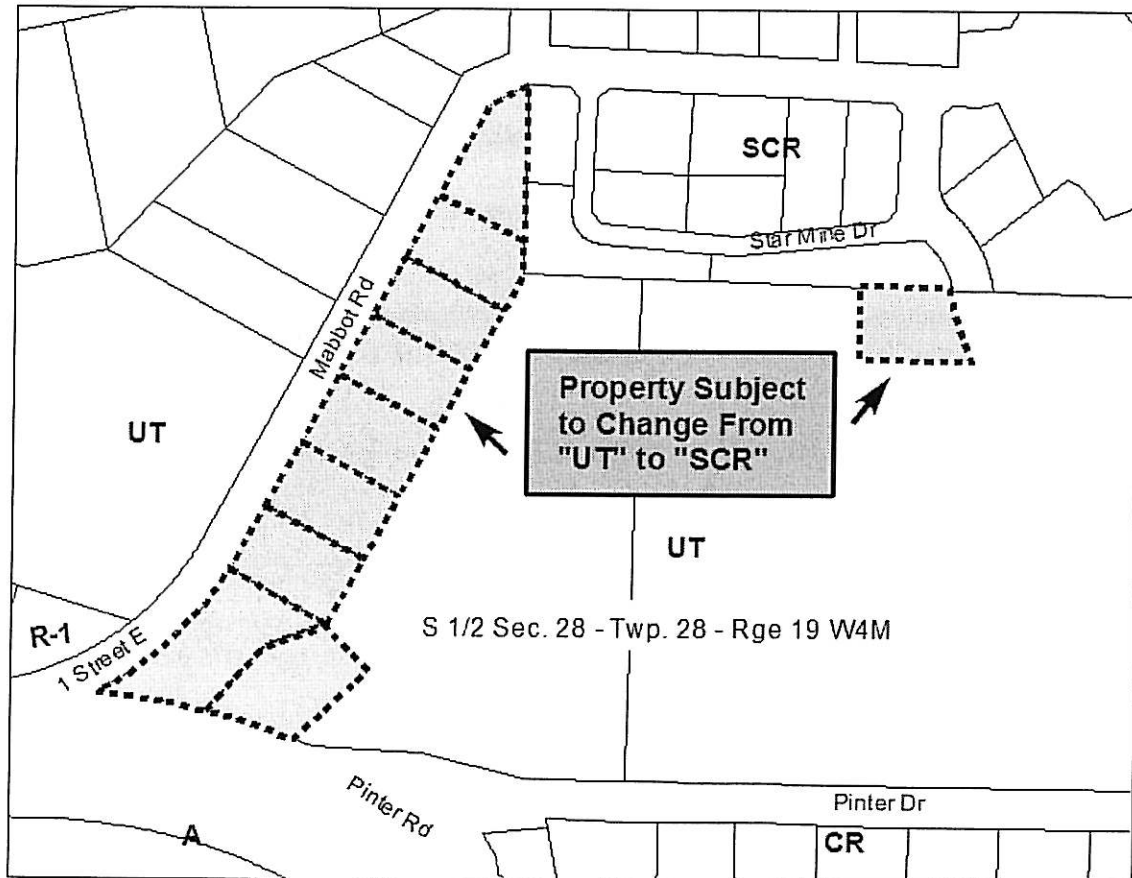
BEING A BYLAW TO AMEND LAND USE BYLAW NO. 10-08 FOR THE TOWN OF DRUMHELLER IN THE PROVINCE OF ALBERTA.

WHEREAS pursuant to the provision of Section 639 of the *Municipal Government Act*, RSA 2000, Chapter M-26, the Council of the Town of Drumheller (hereinafter called the Council), has adopted Land Use Bylaw No. 10-08;

AND WHEREAS the Council deems it desirable to amend Land Use Bylaw 10-08; and

NOW THEREFORE the Council hereby amends Land Use Bylaw No. 10-08 as follows:-

Schedule A, Land Use District Map, by re-designating a portion of the S ½ Sec.28 - Twp. 28 - Rge 19 W4M in the Town of Drumheller from "UT" – Urban Transitional District to "SCR" – Suburb Community Residential District as shown on the plan below:



READ A FIRST TIME THIS 25th DAY OF March, 2013.

...

Agenda Item # 10.1

READ A SECOND TIME THIS DAY OF 2013.

READ A THIRD TIME AND PASSED THIS DAY OF 2013.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

**TOWN OF DRUMHELLER
BYLAW NUMBER 07.13**

Agenda Item # 10.2

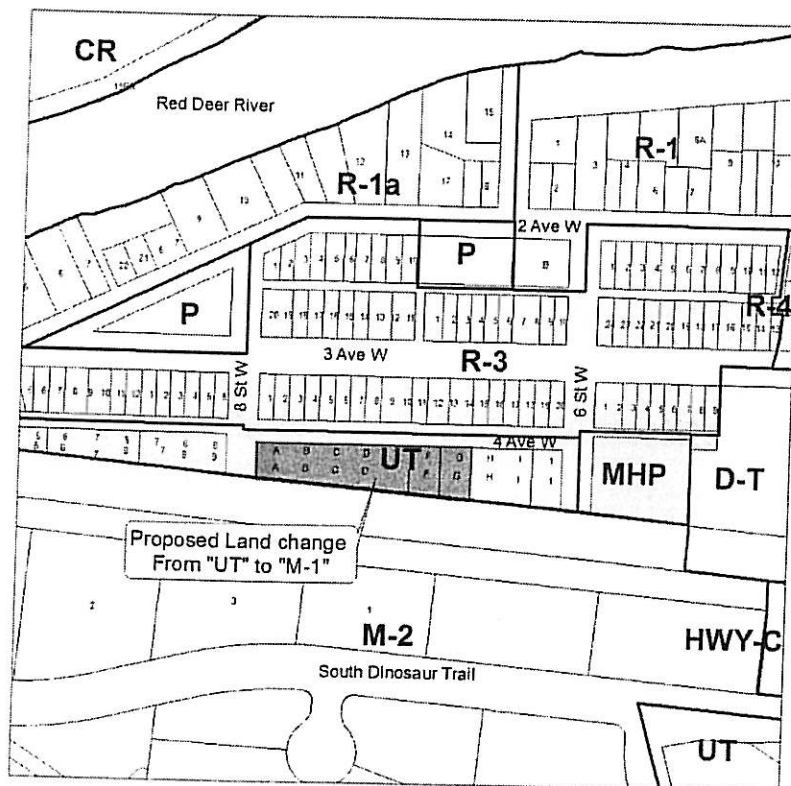
BEING A BYLAW TO AMEND LAND USE BYLAW NO. 10-08 FOR THE TOWN OF
DRUMHELLER IN THE PROVINCE OF ALBERTA.

WHEREAS pursuant to the provision of Section 639 of the *Municipal Government Act*, RSA 2000, Chapter M-26, the Council of the Town of Drumheller (hereinafter called the Council), has adopted Land Use Bylaw No. 10-08;

AND WHEREAS the Council deems it desirable to amend Land Use Bylaw 10-08; and

NOW THEREFORE the Council hereby amends Land Use Bylaw No. 10-08 as follows:

Schedule A, Land Use District Map, by re-designating Plan 7251 CK; Block 49A; Lots A to G in the Town of Drumheller from "UT" – Urban Transitional District to "M-1" – Light Industrial District as shown on the plan below:



READ A FIRST TIME THIS 25th DAY OF March, 2013

READ A SECOND TIME THIS ____th DAY OF _____, 2013.

READ A THIRD TIME AND PASSED THIS ____th DAY OF _____, 2013.

MAYOR

CHIEF ADMINISTRATIVE OFFICER