

Town of Drumheller COUNCIL MEETING AGENDA

**August 20, 2018 at 4:30 PM
Council Chamber, Town Hall
224 Centre Street, Drumheller, Alberta**



Page

1.0 CALL TO ORDER

2.0 MAYOR'S OPENING REMARK

3.0 PUBLIC HEARING TO COMMENCE AT 5:30 PM

- 3-6 3.1 Purpose of the Public Hearing is to consider Bylaw 09.18 being a bylaw to close a portion of an unused and undeveloped public street and sell and incorporate the same with the adjacent lands (6th Street West)

4.0 ADOPTION OF AGENDA

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

- 7-15 5.1.1 Regular Council Meeting Minutes of July 9, 2018

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

- 16-38 5.2.1 Municipal Planning Commission Meeting Minutes of June 14, 2018, June 28, 2018 and July 26, 2018

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. CAO

- 39-41 8.1.1 Bylaw 10.18 being a bylaw to amend the Community Standards Bylaw to regulate smoking and vaping of tobacco, cannabis and other substances in the Town of Drumheller - 2nd and 3rd readings
- 42-78 8.1.2 Bylaw 13.18 being a bylaw to enter into an Agreement granting ATCO Electric Ltd. the right to provide electric distribution service within the Municipality - first reading
- 79-81 8.1.3 RFD - Valley Auto Recyclers (Approval of Subdivision Extension)

8.2. DIRECTOR OF INFRASTRUCTURE SERVICES

- 82-83 8.2.1 RFD - Drumheller Cemetery Expansion

8.3. DIRECTOR OF CORPORATE SERVICES

- 84-99 8.3.1 RFD - Remuneration Task Force - Approval of Amended Terms of Reference and Appointment of Public at Large Members

8.4. DIRECTOR OF COMMUNITY SERVICES

8.5. DIRECTOR OF PROTECTIVE SERVICES

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

11.0 UNFINISHED BUSINESS

12.0 NOTICE OF MOTION

13.0 COUNCILLOR REPORTS

14.0 IN-CAMERA MATTERS

- 14.1 Land Matter - Flood Mitigation Priorities (*FOIPP Section 23 Local Public Body Confidences*)
- 14.2 Labour Matter - (*FOIPP Section 23 - Local Public Body Confidences*)

PUBLIC NOTICE

Pursuant to Section 22 of the Municipal Government Act; The Town of Drumheller intends to consider a By-Law 09.18 to close a portion of an undeveloped of street (portion of 6th. Street West) from public use; said lands being shown outlined on the attached plan designated as SCHEDULE A and to sell these lands to the adjacent owner..

Any person adversely affected by this proposed closure or otherwise wishing to address Council related to this issue shall attend the Council meeting of The Town of Drumheller at 224 Centre Street, Drumheller to be held in Council Chambers on **20th day of August 2018 at 5:30 PM**; said meeting being convened to provide the public at large an opportunity to be heard in accordance with the Municipal Government Act.

BYLAW NO. 09.18

THIS IS A BY-LAW OF THE TOWN OF DRUMHELLER, in the Province of Alberta for the purpose of closing a portion of an unused and undeveloped public Street shown of the attached SCHEDULE – “A” to public travel and acquiring title to these lands in the name of THE TOWN OF DRUMHELLER in accordance with the Section 22 of the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta 2000, as amended; and then selling and incorporating same with the adjacent lands.

WHEREAS; that portion of Street on Plan 2193 C.C. (6th. Street West) shown on SCHEDULE A attached is not required for public travel and an application has been made to the Town of Drumheller to have these undeveloped closed, and

WHEREAS; this portion of Street (6th. Street West) as shown on SCHEDULE A attached has not been developed, has never been used for public travel and will never be required for public road or other public purposes in the foreseeable future, and

WHEREAS; a notice of this intention was published in the Drumheller Mail once a week for two consecutive weeks; on August 1st, 2018 and again on August 8th, 2018 the last of such publications being at least five days before the day fixed for the passing of this By-Law, and

WHEREAS: the Council of the Town of Drumheller held a public hearing on the 20th day of August A.D., 2018 at their regular or special meeting of Council in which all interested parties were provided an opportunity to be heard, and

WHEREAS: the Council of THE TOWN OF DRUMHELLER was not petitioned for an opportunity to be heard by any person prejudicially affected by this By-Law;

NOW THEREFORE; be it resolved that THE COUNCIL of THE TOWN OF DRUMHELLER, in the Province of Alberta does hereby enact to close the following described portions of the Street on Plan 2193 C.C. (6th. Street West) from public use, obtain title to same in the name of THE TOWN OF DRUMHELLER, a Municipal Body Corporate, of 224 Centre Street, DRUMHELLER, Alberta. T0J 0Y4

AREA- ‘A’ AS SHOWN ON ATTACHED SCHEDULE “A”

and more particularly described as follows:

THAT PORTION OF 6TH. STREET WEST ON PLAN 2193 C.C. WHICH LIES WITHIN

LOT 28, BLOCK 46, DESCRIPTIVE PLAN

EXCEPTING THEREOUT ALL MINES AND MINERALS.

BYLAW NO. 09.18

THIS BY-LAW takes effect on the day of the final passing thereof.

READ AND PASSED THE FIRST TIME BY THE
COUNCIL OF THE TOWN OF DRUMHELLER this 9th day of July A.D. 2018.


MAYOR; HER WORSHIP: HEATHER COLBERG

 Seal
DARRYL E. DROHOMERSKI, C.E.T.
CHIEF ADMINISTRATIVE OFFICER

APPROVED BY:
ALBERTA TRANSPORTATION

Seal

MINISTER: THE HONOURABLE BRIAN MASON
RM. 425, LEGISLATIVE BUILDING,
10800 97TH. AVENUE, EDMONTON, ALBERTA. T5K 2B6

READ AND PASSED THE SECOND TIME BY THE
COUNCIL OF THE TOWN OF DRUMHELLER this day of , A.D. 2018.

MAYOR; HER WORSHIP: HEATHER COLBERG

Seal

DARRYL E. DROHOMERSKI, C.E.T.
CHIEF ADMINISTRATIVE OFFICER

READ AND PASSED THE THIRD TIME BY THE
COUNCIL OF THE TOWN OF DRUMHELLER this day of , A.D. 2018.

MAYOR; HER WORSHIP: HEATHER COLBERG

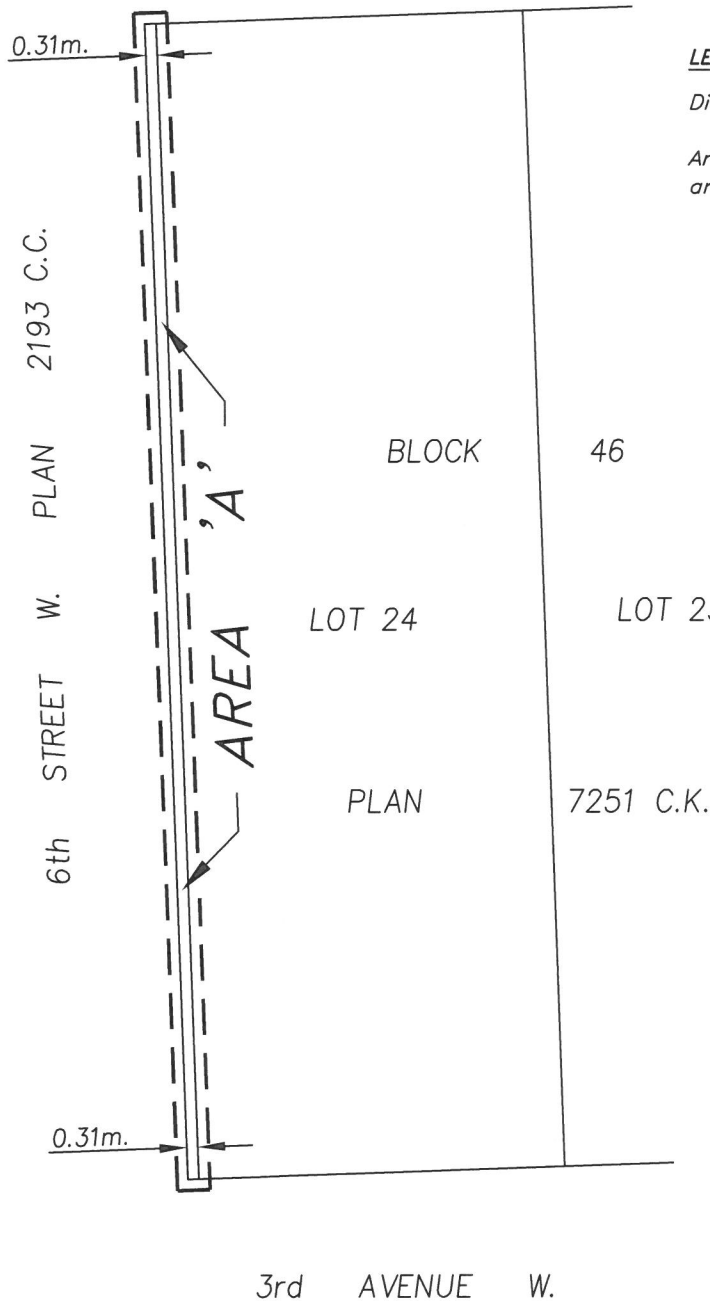
Seal

DARRYL E. DROHOMERSKI, C.E.T.
CHIEF ADMINISTRATIVE OFFICER

— DRUMHELLER, ALBERTA —

PLAN SHOWING ROAD CLOSURE
AFFECTING PART OF
6th STREET W. ON PLAN 2193 C.C.
ADJACENT TO
LOT 24, BLOCK 46, PLAN 7251 C.K.

— SCALE = 1:200 — 2018 — W.R.HUNTER, A.L.S. —



LEGEND:

Distances are in metres and decimals thereof.

Area affected by this plan is outlined thus.... — — —
and contains: 9.70sq.metres(104.4sq.feet.)



HUNTER WALLACE SURVEYS LTD.
DRUMHELLER, ALBERTA
FILE: 05-17-179B

**Town of Drumheller
COUNCIL MEETING
MINUTES**

July 9, 2018 at 4:30 PM

Council Chamber, Town Hall

224 Centre Street, Drumheller, AB, T0J 0Y4



PRESENT:

MAYOR:

Heather Colberg

COUNCIL:

Kristyne DeMott

Jay Garbutt

Lisa Hansen-Zacharuk

Tony Lacher

Tom Zariski

CHIEF ADMINISTRATIVE OFFICER/ENGINEER:

Darryl Drohomerski

DIRECTOR OF CORPORATE SERVICES:

Barb Miller

DIRECTOR OF INFRASTRUCTURE SERVICES:

Armia Mikhael

ACTING DIRECTOR OF COMMUNITY SERVICES:

Darren Goldthorpe

RECORDING SECRETARY:

Linda Handy

Absent:

DIRECTOR OF PROTECTIVE SERVICES:

Greg Peters

COUNCILLOR Fred Makowecki

1.0 CALL TO ORDER

Mayor Heather Colberg called the meeting to order at 4:30 PM.

2.0 MAYOR'S OPENING REMARK

Mayor Heather Colberg announced that the Downtown Plaza will be holding its first events this Thursday, Friday and Saturday (July 12th, 13th and 14th). She encouraged all residents to enjoy the free entertainment at the plaza every Thursday, Friday and Saturday from 6:30 – 8:00 PM this summer.

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

MO2018.118 Hansen, Zariski moved to adopt the agenda as amended. Carried unanimously.

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

5.1.1 Regular Council Meeting Minutes of June 25, 2018

MO2018.119 Lacher, Zariski moved to adopt the Regular Council Meeting Minutes of June 25, 2018 as presented. Carried unanimously.

Mayor Heather Colberg requested that the timelines for short term economic recommendations be presented at the August or September Council Meetings.

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

Russ Watts – Regional Director and Craig Siewert – Operations Manager, Alberta Transportation were in attendance to address Council's requests on a variety of transportation issues (discussion took place while attending the AUMA held in November 2017).

In response to Council's concerns at that time, Council thanked Transportation for their action on the following items:

- **Removal of island on 2nd Avenue and Hwy 9;** and
- **Mowing along Hwy 10** agreement for two cuttings.
-

In regard to matters not yet resolved, R. Watts provided the following responses:

- **Median north of Bridge towards the Liquor Store intersection** – the Town is not in agreement that this median will remain and would like to know the rationale why it will not be removed. R. Watts explained that the median assists pedestrians in crossing the highway as it reduces the number of lanes that need to be crossed from five lanes to four lanes; the median puts the pedestrian in the driver's line of sight; the median assists with the vehicular traffic at the Liquor Store intersection who are turning left onto Hwy 9 as they are able to edge forward by one lane; and the median keeps the flow-thru vehicular traffic in the right lane when coming off the bridge as 700 m down the highway it is reduced to a single lane. He explained that the rationale not to remove the median mainly relates to the interaction of vehicular traffic with crossing pedestrians. D. Drohomerski stated that the intersection warrants a signalized crosswalk. Councillor L. Hansen-Zacharuk explained that by limiting this highway to one lane north, at times, there can be a backup of traffic flow created by those turning to the Royal Tyrrell Museum. Mayor H. Colberg cited

examples of pedestrian crossings in Airdrie and stated that she does not understand Transportation's justification to keep the island. C. Siewert explained that a 6 metre crosswalk serves as a refuge and when the pedestrian is on the island, the pedestrian would feel safer. The refuge island in between also serves as a second opportunity to make the next crossing (rather than do the crossing in one go). R. Watts summarized that the best explanation is that the island is for the pedestrian to be in the line of sight of the driver and that the island serves for proper channelization of this highway. Councillor J. Garbutt stated that he was not aware of any vehicle accidents at this location and asked the justification to put the island there in the first place. C. Siewert stated that it came from the recommendations in the iTrans Study (2000) and he explained that the island was installed between 2006 – 2008. Councillor J. Garbutt asked why it took eight (8) years for its installation if there was solid rationale for the installation of the island. C. Siewert stated that it is not uncommon to take several years for a recommendation from a study to be implemented. R. Watts stated that he is willing to discuss Transportation's rationale with any resident.

- **Signalized cross walk will be installed at the Dollarama** (flashing lights on the side with a push button).
- **Additional directional signage for intersection at Hwy 9 and SH575** - Councillor T. Zariski asked for prior directional signage for the highway intersection at Husky / Harper's Tire (Hwy 9 and SH575) because the directional sign is posted at intersection and this causes confusion for drivers who want to get over to the right-hand lane to make the turn on SH575. C. Siewert stated that he would look at the Town's request for posting of additional directional signage prior to the intersection however it would not be feasible for overhead signage; the signage would be posted on the side poles.
- **Gordon Taylor Bridge** – request for the Bridge to be more aesthetically pleasing and agricultural friendly. These upgrades to be discussed in the future.
- **Issue with no left turn off the Bridge to the Large Dinosaur** – Transportation asked the Town to consider a roundabout which would allow for a left turn.
- **Turn at the intersection by Tim Hortons and Dairy Queen** – the Town is asking for a left hand turn to be created for the Drumheller Chrysler because those vehicles travelling south are not able to turn into Drumheller Chrysler – they must go to the Dairy Queen intersection and do a U-turn. To date, the Town has been told this is not feasible. The Town would like to discuss options that would create a long turn out lane by removing the entire median or by cutting into the median for a left turn only at Drumheller Chrysler for the south bound traffic. R. Watts explained he would not compare the Town's request with other cities' traffic flows. He further explained that as it exists now, there is only a bare minimum distance for vehicles to turn in and turn out; operationally it would be difficult to work as an all turn intersection. He stated that there are standards and spacing on what is ideal and the introduction of a new intersection will be problematic for the other intersections and businesses along this highway. He stated that if the urban divide is taken away it would

impact the traffic flow. Councillor J. Garbutt stated that it is not a shared left turn and he does not understand Transportation's comment of competing traffic flows. Councillor T. Lacher requested that Transportation cut into part of the median wide enough for vehicle to make a left hand turn into Drumheller Chrysler. He explained that vehicles would be required to make the right turn coming out of Drumheller Chrysler to head north. He further stated that the Town is not requesting a full intersection coming out of Drumheller Chrysler. He explained that the Town has similar cuts in concrete at the other medians. He further explained that the cut in the median would stop those vehicles doing a U-turn in the middle of an intersection. R. Watts stated that even if it is physically possible to cut into the median, vehicles need enough gap in traffic to make the left turn. R. Watts stated that he would look into the Town's request for a left turn only however if it causes more harm than good the Town's request would be denied. He further explained the importance of intersection spacing and how one intersection reacts with the intersections along the highway. D. Drohomerski stated that the Town has a similar cut into the median that goes into the Hoodoo Motel and the Town is requesting a similar cut for a left turn at Drumheller Chrysler.

Council presented next discussion items as follows:

- Town's request for SH838 upgrade as soon as possible considering the Town has 500,000 visitors per year (and those travelling in RVs) to the Royal Tyrrell Museum. R. Watts stated that this highway is not on their program as of yet however they recognize the significance of the highway.
- Town's request for SH575 to be two lanes. R. Watts stated that there are a lot of other competing priorities throughout the Province. From their last stats, 3500 vehicles on SH575 daily and there are other communities that have greater traffic numbers needing greater improvements. He further explained that when SH575 comes up for an overlay Transportation will look again at the twinning. He further explained that as in the past with some of the lower volume priorities any cost sharing would help with the request.
- Town's request for a sidewalk to Walmart. R. Watts stated that typically sidewalks are a municipal responsibility. He further explained that if the sidewalk is placed within the highway right of way, Transportation would entertain an easement agreement however this does not make it a Provincial responsibility.
- Town's request for an upgrade to the flashing crosswalk at Tim Horton's intersection. C. Siewert stated that there are no plans to upgrade this crosswalk however they will look at the Town's request.

Council thanked Russ and Craig for coming before them and the opportunity to discuss issues / resolutions.

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1 CAO

8.1.1 Bylaw 08.18 Council's Code of Conduct Bylaw

D. Drohomerski presented Bylaw 08.18 Council's Code of Conduct Bylaw and advised that the bylaw received first reading at Council's June 25th meeting. He noted that the bylaw is based on AUMA's template.

MO2018.120 Lacher, Zariski moved second reading of Bylaw 08.18

In response to a question on whether a Councillor could be privy to matters discussed in-camera when a Councillor is absent, D. Drohomerski explained that a Councillor who is absent at a meeting would contact the CAO for an update; the intent is to keep the content of the in-camera matter confidential from the public at large or the media. In response on who would be the investigator of a complaint, Councillor J. Garbutt stated that the Town's Solicitor would be the best to act in these matters. D. Drohomerski further explained that Council would have to determine the severity of the investigation as a minor issue might be handled by Council however an escalated matter might need to be reviewed by Municipal Affairs. He further stated that putting a staff member in the roll of investigator is not something Council should entertain.

Vote on Motion: Carried unanimously.

MO2018.121 Garbutt, Hansen-Zacharuk moved third reading of Bylaw 08.18. Carried unanimously.

8.1.2 Bylaw 09.18 being a bylaw to close a portion of unused roadway (6th St. W)

D. Drohomerski introduced Bylaw 09.18 and advised that a homeowner hired a contractor to construct a deck and the contractor chose not to go through the proper permitting. He further advised that upon inspection of the property, it was determined that the deck was too close to the sidewalk. He explained that the Town issued a Stop Order as the Real Property Report showed that the deck was one foot onto Town property. He further explained that the Town does not need this strip of land and offered it up to the property owner at their cost which would include the survey and consolidation of the parcel. He recommended that Council proceed to first reading which would allow for a public hearing to be held on August 20th.

MO2018.122 Garbutt, DeMott moved first reading of Bylaw 09.18. Cd unanimously.

8.1.3 Bylaw 10.18 – Amendment to Community Standards Bylaw and Schedule A re Tobacco and Cannabis Use

D. Drohomerski introduced Bylaw 10.18 which is an amendment to the Community Standards Bylaw to regulate the use of tobacco and cannabis in the community. He recommended that Drumheller follow the lead of the Town of Innisfail who have included the requirements in their Community Standards Bylaw as an amendment. He further explained that the Town intends to present a new Community Standards Bylaw to Council in the near future. In response to a question from Council, D. Drohomerski

explained that the bylaw amendment deals with smoking of cannabis; it does not deal with cannabis edibles.

MO2018.123 Zariski, Lacher moved first reading of Bylaw 10.18. Cd unanimously.

8.1.4 Public Participation Policy

D. Drohomerski advised that the Public Participation Policy must be adopted by July 23, 2018 in accordance with the new requirements of the MGA. He further advised that Council discussed the policy at their COW meeting of July 3rd and a survey was undertaken with the results being incorporated into the Policy. He further advised that the Policy is modelled after the AUMA template with the inclusion of some other communities' verbiage on when and how the Town should engage the public

MO2018.124 Zariski, Garbutt moved to adopt Policy 03-18 being the Public Participation Policy.

Councillor J. Garbutt stated the Town's public participation plans needs to be recognized at Council's strategic planning session and it must be counted as a priority as it needs to fall in line with the Town's Communication Strategy. He further explained that Council must be mindful of the level of staff it will require to do this well. Councillor T. Zariski stated that the policy sets out the minimum and that it can be exceeded if the matter needs more public participation.

Vote on Motion: Carried unanimously.

8.2 DIRECTOR OF INFRASTRUCTURE SERVICES

8.3 DIRECTOR OF CORPORATE SERVICES

8.3.1 RFD – Tax Arrears Agreement – Roll No. 01032408

B. Miller advised that Administration acting on the direction given, has now executed a 3-year tax arrears agreement against Roll No. 01032408 and is seeking a motion of Council to reduce the amount of tax arrears owing on Roll No. 01032408.

MO2018.125 Garbutt, Hansen-Zacharuk moved to go in closed meeting at 5:45 PM re Land Matter – Roll No. 01032408 (FOIPP Act Section 25(1) Economic and other interests of a public body). Carried unanimously.

MO2018.126 Garbutt, Lacher moved to come out of closed meeting at 5:50 PM. Carried unanimously.

MO2018.127 Zariski, Garbutt moved to authorize the reduction of tax arrears on Roll No. 01032408 to the settlement (tax arrears agreement) amount. Carried unanimously.

8.4. DIRECTOR OF COMMUNITY SERVICES

8.5 DIRECTOR OF PROTECTIVE SERVICES

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

10.1 Bylaw 06.18 Cannabis Retail – third reading as amended

Amendments to Bylaw 06.18 include:

Cannabis cafés removed as that no requirements set out by the Federal government as of yet;

Section 3 “Cannabis Retail Store” added in:

C-B – Central Commercial District

DT – Downtown Transition District

Hwy-C – Highway Commercial District

C-1 – Local Commercial District

M-1 – Light Industrial District

M-2 – Medium Industrial District

Changes to the land use districts allows the communities of East Coulee and Rosedale to set up a store front operation.

Cannabis retail stores to follow provincial requirements and shall meet the provincial requirements for minimum separation distances (100 m) from schools, a municipal school reserve parcel, a school reserve parcel and provincial health care facilities (this clause does not have to be changed should the Provincial change the requirement); and No separation distance between a store and home education program – following the lead of the Lethbridge planners.

MO2018.128 Zariski, Garbutt moved third reading of Bylaw 06.18 as amended.

In response to Councillor J. Garbutt’s inquiry on Palliser’s previous opinion that a post secondary educational facility would be included under the definition of school and has since retracted that statement as incorrect, D. Drohomerski confirmed that post secondary educational facility falls under the School Act and also falls under the Post Secondary School Act which trumps the School Act so a store is allowed within 100 meters of a post secondary educational facility. Councillor J. Garbutt further asked what jurisdiction covers signage. D. Drohomerski stated that he would have to review the AGLC requirements for signage however the Town can set out standards for the appropriate signage by restricting words such as “high”, etc. Councillor T. Zariski stated that the Town is passing a bylaw to allow the cannabis retail stores in these districts as discretionary uses and as such must be reviewed and approval at the MPC level. He further explained that MPC will set out conditions for each application including signage. Councillor T. Lacher asked for clarity on the store to store distance and asked if this was the requirement of AGLC. D. Drohomerski advised that AGLC has no set distances between cannabis retail stores and the Town is proposing the same. Councillor T. Lacher stated that he wanted it recorded that the Town of Drumheller has removed the separation distance from the originating bylaw and the amended bylaw now has no separation distance between cannabis retail stores.

Vote on Motion: Carried unanimously.

explained that the bylaw amendment deals with smoking of cannabis; it does not deal with cannabis edibles.

MO2018.123 Zariski, Lacher moved first reading of Bylaw 10.18. Cd unanimously.

8.1.4 Public Participation Policy

D. Drohomerski advised that the Public Participation Policy must be adopted by July 23, 2018 in accordance with the new requirements of the MGA. He further advised that Council discussed the policy at their COW meeting of July 3rd and a survey was undertaken with the results being incorporated into the Policy. He further advised that the Policy is modelled after the AUMA template with the inclusion of some other communities' verbiage on when and how the Town should engage the public

MO2018.124 Zariski, Garbutt moved to adopt Policy 03-18 being the Public Participation Policy.

Councillor J. Garbutt stated the Town's public participation plans needs to be recognized at Council's strategic planning session and it must be counted as a priority as it needs to fall in line with the Town's Communication Strategy. He further explained that Council must be mindful of the level of staff it will require to do this well. Councillor T. Zariski stated that the policy sets out the minimum and that it can be exceeded if the matter needs more public participation.

Vote on Motion: Carried unanimously.

8.2 DIRECTOR OF INFRASTRUCTURE SERVICES

8.3 DIRECTOR OF CORPORATE SERVICES

8.3.1 RFD – Tax Arrears Agreement – Roll No. 01032408

B. Miller advised that Administration is acting on the direction given, has now executed a 3-year tax arrears agreement against Roll No. 01032408 and is seeking a motion of Council to reduce the amount of tax arrears owing on Roll No. 01032408.

MO2018.125 Garbutt, Hansen-Zacharuk moved to go in closed meeting at 5:45 PM re Land Matter – Roll No. 01032408 (FOIPP Act Section 25(1) Economic and other interests of a public body). Carried unanimously.

MO2018.126 Garbutt, Lacher moved to come out of closed meeting at 5:50 PM. Carried unanimously.

MO2018.127 Zariski, Garbutt moved to authorize the reduction of tax arrears on Roll No. 01032408 to the settlement (tax arrears agreement) amount. Carried unanimously.

8.4. DIRECTOR OF COMMUNITY SERVICES

8.5 DIRECTOR OF PROTECTIVE SERVICES

11.0 UNFINISHED BUSINESS

12.0 NOTICE OF MOTION

13.0 MAYOR AND COUNCILLORS REPORTS

13.1 Mayor Heather Colberg – Council's Summer Schedule for the month of August
MO2018.129 Zariski, DeMott moved that Council accept Council's summer schedule with the following meetings in August cancelled: and for August 27th to be determined. Carried unanimously.

14.0 CLOSED MEETING

MO2018.130 Garbutt, DeMott moved to go into closed meeting of Council at 6:05 PM. Carried unanimously.

14.1 Land Matter – Elks Demolition (*FOIPP Act Section 25(1) Economic and other interests of a public body*)

14.2 Legal Matter – Community Assistance Policy (Request from Royal Canadian Legion) (*FOIPP Section 23 Local Public Body Confidence*)

MO2018.131 DeMott, Lacher moved to revert to open meeting at 7:28 PM. Carried unanimously.

14.1 Land Matter – Elks Demolition

MO2018.132 Hansen-Zacharuk, Garbutt moved to authorize the purchase of Plan 3099AD, Block 25, Lots 36-38 inclusive for \$1.00 and Plan 3099AD, Block 25, Lot 12 and the most southerly 8'4" Lot 13 for \$1.00. Carried unanimously

MO2018.133 Garbutt, Zariski moved to direct Administration to request that the Registrar for Land Titles to issue a Certificate of Title for Plan 2691BC, Block 33, Lot 26 in the municipality's name. Carried unanimously.

There being no further business, the Mayor declared the meeting adjourned at 7:30 PM.

Chief Administrative Officer

Mayor



**Municipal Planning Commission
MINUTES
Meeting of Thursday June 14, 2018**

Present: Cindy Woods, Development Officer
Linda Taylor, Recording Secretary
Donna Kittridge, Recording Secretary
Clayton Gillis, Chair
Sharon Clark, Vice Chair
Stacey Gallagher, Member
Scott Kuntz, Member
Shelley Rymal, Member
Garry Wilson, Palliser Regional Municipal Services Representative
Devin Diano, Palliser Regional Municipal Services Representative

Absent: Tom Zariski, Councillor/Member - Regrets
Tony Lacher, Councillor/Member - Regrets

1.0 CALL TO ORDER – 12:03 pm

C. Gillis presented the Agenda (Revised) for the June 14, 2018 meeting.

1.1 Agenda – Additions or Deletions

Deletion - none

Addition - none

1.2 Acceptance of Agenda

Motion: C. Gillis moved to accept the Agenda (Revised) for June 14, 2018

Second: – S. Gallagher - Carried

2.0 MINUTES FROM PREVIOUS MEETINGS

2.1 April 27, 2018

Motion: S. Clark moved to accept the minutes of April 27, 2018

Second: – S. Kuntz - Carried



3.0 DEVELOPMENT PERMITS

3.1 T00144-18D – Applicant – Relocation of Mobile Home - MHP

C. Woods presented Development Permit T00144-18D submitted by Applicant for relocation of mobile home to be located at 39 Poplar Grove Trailer Court, Drumheller on Plan 9810598; Block S; Lot 4, Unit 13. Zoning is MHP – Manufactured Home Park Residential District.

C. Woods advised the applicant has applied to move a 1978 mobile home currently located at 115 Greenwood Villa Trailer Park to 39 Poplar Grove Trailer Court. The mobile home was purchased in August 2010 through an auction; the home was already situated at 115 Greenwood Villa Mobile Home Park. Renovations to the unit were done in 2004; flooring, furnace, hot water tank, plumbing, siding and skirting, with a shed in the yard. The owner would like to relocate the unit from its current location to the Poplar Grove Trailer Court. There is an open spot in the Poplar Grove Trailer Court, due to a total loss of a unit to a fire. The applicant is the owner of the Poplar Grove Trailer Court and is currently paying rent in the existing location.

C. Woods stated the applicant noted verbally a deck and a landing would be required with the placement of the mobile home. The main door entrance would have a 6 foot wide deck; which would require a relaxation to the setback to 10 feet from the required 15 feet. The back door landing would be 4 feet wide and would meet the required 15 foot set back from the next unit.

C. Woods advised the Land Use Bylaw 10-08 section on relocation of buildings notes an applicant can be required to provide a Performance Bond to complete any renovations required as set out as a condition of development.

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

"Relaxation/ Variance of Development Standards

(b) Notwithstanding the above, the Municipal Planning Commission, at its discretion, may relax the minimum requirements or maximum limits beyond 20% in the following situations and in accordance with the following criterion:

(ii) an addition to an existing residential development in an established area; the minimum requirements may be relaxed if the proposed development would be compatible with existing developments in the surrounding area and will not unduly interfere with the amenities of the neighbourhood."

"71. Manufactured Homes

(g) In determining the suitability of manufactured homes, consideration shall be given to condition and appearance. Manufactured homes constructed more than ten (10) years prior to the date of the development permit application may not be permitted at the discretion of the Municipal Planning Commission."

Municipal Planning Commission discussed the application. Items of discussion: conditions such as exterior finishing upgrades, performance bond, the age of the home, set backs from the neighboring units and circulation.

Tabled: Municipal Planning Commission tabled the application for additional information and circulation. Circulation to neighboring properties and a site plan including the deck and landing for the mobile home, with set backs noted.



3.2 T00160-18D – Willow Brooks – Mobile Vending Permit – Pony Rides

C. Woods presented Development Permit T00160-18D submitted by Willow Brooks for Mobile Vendor, Pony Rides, located at 100 1 Avenue West, Drumheller on Plan on Plan 3147HR; Block 34; Lot 1. Zoning is CS – Community Service District.

C. Woods advised this application is for a mobile vending unit for pony rides to be located behind the curling club and/or between the curling club and arena. Located on site would be a truck and trailer with a 50 foot by 40 foot temporary fence to corral the 2 ponies.

It was noted by the Municipal Planning Commission members there was an email distributed in regards to this application.

The following is the information from the email and responses for this application:

May 28, 2018, at 1:25 PM

I am sending you the attached Mobile Vending Permit Application on behalf of Darryl Drohomerski, Acting Development Officer. MPC will not be meeting for a week or two and he didn't want to leave this one that long.

Please review and respond to me your comments and concerns.

L. Bosch, Administrative Assistant

May 28, 2018, at 2:26 PM

This is an interesting twist to a mobile vendor. I don't see a reason why we wouldn't allow it.

Just not sure if I am missing something...where is he doing the rides from? I assume not the address provided. (Newcastle)

S. Gallagher

May 28, 2018, at 2:30 PM

No, she wants to use the parking lot and/or grassed area at the back of the curling club. The rides are in a paddock type space.

D. Drohomerski

May 28, 2018 at 3:14 PM

Agreed S. Gallagher, an interesting twist to a mobile vendor but who says you have to sell ice cream. Looks to me that this is a 1 hp unit, is mobile between 3 locations and sells pony rides. I am in favour of approval.

T. Lacher

May 28, 2018 at 3:14 PM

I think this should be good. No objections.

T. Zariski

May 28, 2018 at 3:20 PM

I think it's a unique idea. I am good with it.

S. Kuntz

May 28, 2018 at 3:54 PM

I'm in agreement. Willow was at the Chamber Expo this year and did an excellent job with the kids and her ponies. She kept the area clean and tidy and was a great addition to the fun.

S. Rymal



May 28, 2018, at 4:35 PM

Oh I c... so the rides will be right down town sorry I thought they were just signing ppl up for rides in these locations and rides would be elsewhere....is it ok to ask for a deposit for potential cleaning? In case they don't clean up after themselves and the town has to do it??? Just a thought

S. Gallagher

May 28, 2018 at 4:39 PM

I apologize but my email will not open this file for some reason. My avast keeps blocking it. From the comments everyone is making however it sounds like they have done this before and had no problems so I would be in favor based on my limited info.

C. Gillis

May 28, 2018 at 4:45 PM

Since they are coming close everyday, I would expect they are cleaning up each day too.

However we can put that as a condition on the letter if everyone is ok with that.

D. Drohomerski

May 28, 2018 8:44 PM

The town appears to be insured, so if a condition of approval includes a requirement that the areas where the rides occur be properly cleaned, and waste properly disposed of, each day at the close of business, I am in favor.

S. Clark

Jun 1, 2018, at 7:19 PM

In regards to Willow, she just came in on Thursday and bought her business licence and paid for her Mobile Vendor Permit. D. Kittridge was extremely busy, so it is not uploaded onto E site yet. MPC have all given consent via email. Clayton could not open the file though but gave approval based on all other comments. I think I will email everything to C. Woods and L. Taylor to have a look at on Monday and they can then prepare the approval letter.

L. Bosch, Administrative Assistant

S. Gallagher was the first to respond, the motion to be noted as such. T. Lacher was second to respond.

Motion: S. Gallagher moved to approve Development Permit T00160-18D submitted by Willow Brooks for Mobile Vendor, Pony Rides, located at 100 1 Avenue West, Drumheller on Plan on Plan 3147HR; Block 34; Lot 1, subject to the following conditions;

1. A Mobile Vendor Permit/ Business License and all other required permits and licenses must be clearly visible at the Mobile Vending Unit at all times.
2. Vendor shall carry on Business daily within the hours approved on the Mobile Vending Permit.
3. Vendor shall operate their business within the permitted area(s) approved by the Development Authority, as indicated on the approved Mobile Vendor Permit.
4. Vendor shall not impede traffic and/or pedestrians, endanger public safety or cause and unwelcome disturbance.
5. Vendor shall conform to Town of Drumheller Land Use Bylaw 10-08.
6. Vendor shall conform to the Town of Drumheller Community Standards Bylaw 16-10.
7. Vendor shall conform to the Town of Drumheller Mobile Vendor Bylaw 01-18.
8. Advertising or signage for a Vendor is limited to the space available on the Mobile Vending Unit at the location(s) as indicated on the approved Mobile Vendor Permit. One (1) A-Board Sign that complies with the requirements in the Town of Drumheller Land Use Bylaw 10-08 will be allowable at the discretion of the Municipal Planning Commission. Any other signage will require an additional Development permit.
9. Vendor shall provide garbage and recycling receptacles at the Mobile Vending Unit. Each night the garbage and receptacles are to be emptied and the site around the Unit is to be cleaned up.



10. Vendor shall not discard water from the daily activities, on the Unit site; it shall be discarded in the appropriate manner.
11. Vendor shall not drive on grassy areas and shall alter location slightly if grass is showing signs of wear.
12. The Development Authority may suspend or revoke a permit issued under the Mobile Vendor Bylaw 01-18 should the holder of the permit, employee, agent or representative fail to comply with the provisions of the Bylaw.
13. This permit expires on December 31, 2018.

Second: T. Lacher – Carried.

3.3 T00164-18D – Dino Donuts – Mobile Vending Permit revision

C. Woods presented Development Permit T00164-18D submitted by Dino Donuts for Mobile Vending Permit revision, Mini Donuts located at Multiple Locations in Drumheller.

C. Woods advised this mobile vendor permit was approved; however the ownership has changed and the new owners wish to amend the permit to add additional locations. The owner would like to have the opportunity to move to other locations; those locations are the Hoodoo's on Highway 10 East, the Newcastle Beach area at 980 2 Avenue West and other special events around Drumheller.

Municipal Planning Commission discussed the application.

Motion: S. Gallagher moved to approve Development Permit T00164-18D submitted by Dino Donuts for Mobile Vending Permit revision, Mini Donuts located at Multiple Locations in Drumheller, subject to the following conditions;

1. Vendor shall provide the Development Officer with a current Alberta Health Services Food Handling Permit.
2. A Mobile Vendor Permit/ Business License and all other required permits and licenses must be clearly visible at the Mobile Vending Unit at all times.
3. Vendor shall carry on Business daily within the hours approved on the Mobile Vending Permit.
4. Vendor shall operate their business within the permitted area(s) approved by the Development Authority, as indicated on the approved Mobile Vendor Permit.
5. Vendor shall not impede traffic and/or pedestrians, endanger public safety or cause and unwelcome disturbance.
6. Vendor shall conform to Town of Drumheller Land Use Bylaw 10-08.
7. Vendor shall conform to the Town of Drumheller Community Standards Bylaw 16-10.
8. Vendor shall conform to the Town of Drumheller Mobile Vendor Bylaw 01-18.
9. Advertising or signage for a Vendor is limited to the space available on the Mobile Vending Unit at the location(s) as indicated on the approved Mobile Vendor Permit. One (1) A-Board Sign that complies with the requirements in the Town of Drumheller Land Use Bylaw 10-08 will be allowable at the discretion of the Municipal Planning Commission. Any other signage will require an additional Development permit.
10. Vendor shall provide garbage and recycling receptacles at the Mobile Vending Unit. Each night the garbage and receptacles are to be emptied and the site around the Unit is to be cleaned up.
11. Vendor shall not discard water from the daily activities, on the Unit site; it shall be discarded in the appropriate manner.



12. Vendor shall place piece(s) of plywood (i.e. 2 foot by 4 foot) under any wheel(s) to displace the weight of the Unit so not to create ruts in grassy areas.
13. The Development Authority may suspend or revoke a permit issued under the Mobile Vendor Bylaw 01-18 should the holder of the permit, employee, agent or representative fail to comply with the provisions of the Bylaw.
14. This permit expires on December 31, 2018.

Second: S. Rymal – Carried.

4.0 PALLISER REGIONAL MUNICIPAL SERVICES

4.1 File No. 80/150 – Poland – Separation of Title

LOCATION: Located within the downtown area of the Town of Drumheller on the east side of Centre Street, at the Civic Address of 376 Centre Street, Lots 34 -36, Block 18, Plan 3099 AD, north of Railway Avenue and just north of the Diana Restaurant.

APPLICANT: C. Poland, Bold Efix Hair Shop Ltd.

EXISTING USE: Commercial

PROPOSED USE: Commercial

CIRCULATION: No objections were received through circulation.

STAFF COMMENTS: The applicant has stated that they believe that these two buildings and businesses existed as separate titles a number of years ago, but the previous owner, who at the time owned both buildings, decided to join the titles together for ease of taxation. The current owner would like to separate the title of the adjoining building and title of the location to the north, existing Lot 35, so that it would be possible to sell the building separate from the hair shop at some time in the future. It was noted that there may be substantial costs involved with making sure the buildings meet building codes and that there is an adequate firewall between the buildings and that they have separate servicing for utilities. This application is not a true separation of title as the parcels do not follow along the existing lot lines. The certificate of titles as registered at land titles office have a small "sliver" of land being excepted from Lot 34 (approximately 1.0 ft by 120 ft.) that is on title for the restaurant to the south; Lot 33. Then there is a small 0.35 ft. by 60.1 ft. of land from the southwest portion of Lot 36, the adjacent property to the north that is added onto the title of the subject property. These variations in the property lines are most likely due as a result of the attached buildings not lying directly along the lot boundaries.

Sewage and Water System Details: Both parcels are currently serviced by municipal service through the Town of Drumheller and there is no proposed change to these services.

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 rights-of-way as required by relevant authorities [Section 654(1)(a) of the Municipal Government Act].
- (5) Applicant/ owner are to provide a Real Property Report (RPR) or Surveyor Sketch to ensure that any existing structures or other developments are not encroaching on any property lines and to ensure required minimum setbacks.

C. Woods noted it has been confirmed there are two curb stops for this property.

Municipal Planning Commission noted the following items;

- A condition should be added in regards to having the building meet building codes before title separation; as in the Staff Comments it was noted to ensure the buildings meet building codes and that there is an adequate firewall between the buildings.
- Condition 5 should have "or Surveyor Sketch" removed.

Municipal Planning Commission recommends the separation of title be approved pending the changes to the conditions as noted above.

5.0 OTHER DISCUSSION ITEMS

5.1 Update – Shed – 140 Centre Street

This permit was approved in December 2016, with an extension granted to June 15, 2018.

It was noted the finishing on the shed has been done with shingles in various shades and colors; which deviates from the original application details.

Municipal Planning Commission members discussed the application in regards to the finishing used; members felt the finishing is not compatible with the existing development or surrounding neighborhood. This development is situated on a main corridor down town. MPC members discussed the following conditions from the Notice of Decision:

6. *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.*
11. *External finished appearance to be compatible with existing development and to the satisfaction of the Development Authority.*

Motion: C. Gillis moved development permit T00257-16D Notice of Decision conditions number 6 and number 11 be upheld in regards to the finishing of the shed.

Second: S. Gallagher – Carried.



5.2 Update – 598 3 Avenue West – Deck Encroachment

C. Woods updated members on the deck encroachment at 598 3 Avenue West; this deck is currently placed 9 inches onto Town of Drumheller property. In a previous meeting Municipal Planning Commission approved the deck with a side yard variance and the deck to be relocated entirely on to the owner's property.

C. Woods noted a letter was received from the owner stating the contractor advised incorrectly in regards to the required permitting, a Real Property Report was done showing the encroachment onto Town of Drumheller, and all work has been stopped on the project.

The Town of Drumheller and the owner are in conversation in regards to a resolution of the situation; either relocation of the structure as per the Municipal Planning Commission decision or a purchase of a strip of property to bring the property into compliance.

It was noted that a buried street light cable runs between the installed posts for the deck and the Town of Drumheller sidewalk.

6.0 Adjournment – Meeting adjourned at 2:00 pm.



Chairperson

Development Officer

Attachments: Agenda

NOTE: the following items for discussion items for future meeting(s)

- **Mobile Vending Permits**
- **Bylaw Amendments**
- **East Coulee Hotel update**



**Municipal Planning Commission
MINUTES
Meeting of Thursday June 28, 2018**

Present: Darryl Drohomerski, CAO
Cindy Woods, Development Officer
Linda Taylor, Recording Secretary
Donna Kittridge, Recording Secretary – entered 1:00pm
Clayton Gillis, Chair
Sharon Clark, Vice Chair
Stacey Gallagher, Member
Scott Kuntz, Member
Shelley Rymal, Member
Tom Zariski, Councillor/Member
Garry Wilson, Palliser Regional Municipal Services Representative
Devin Diano, Palliser Regional Municipal Services Representative

Absent: Tony Lacher, Councillor/Member - Regrets

1.0 CALL TO ORDER – 12:04 pm

C. Gillis presented the Agenda for the June 28, 2018 meeting.

1.1 Agenda – Additions or Deletions

Addition

5.3 Shed – Centre Street

1.2 Acceptance of Agenda

Motion: S. Rymal moved to accept the agenda for June 28, 2018

Second: – T. Zariski - Carried

2.0 MINUTES FROM PREVIOUS MEETINGS

2.1 June 14, 2018

Motion: S. Rymal moved to accept the minutes of June 14, 2018

Second: – C. Gillis - Carried



3.0 DEVELOPMENT PERMITS

3.1 T00144-18D – Applicant – Relocation of Mobile Home - MHP

C. Gillis recused himself from this application.

C. Woods presented Development Permit T00144-18D submitted by Applicant for relocation of mobile home to be located at 39 Poplar Grove Trailer Court, Drumheller on Plan 9810598; Block S; Lot 4, Unit 13. Zoning is MHP – Manufactured Home Park Residential District.

C. Woods advised the applicant has applied to move a 1978 mobile home currently located at 115 Greenwood Villa Trailer Park to 39 Poplar Grove Trailer Court. This application was originally seen on June 14, 2018; Municipal Planning Commission tabled the application for additional information and circulation. For circulation to neighboring properties and a site plan including the deck and landing for the mobile home, with set backs noted. No responses were received from the circulation. A revised site plan was submitted.

C. Woods stated a deck and a landing would be required with the placement of the mobile home. The main door entrance would have a 8 foot by 8 foot deck; which would require a relaxation to the setback to 8 feet from the required 15 feet. The back door landing would be 4 feet wide and would meet the required 15 foot set back from the next unit.

C. Woods advised the Land Use Bylaw 10-08 section on relocation of buildings notes an applicant can be required to provide a Performance Bond to complete any renovations required as set out as a condition of development.

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

"Relaxation/ Variance of Development Standards

(a) The Municipal Planning Commission at its discretion may relax the minimum requirements or maximum limits in any land use district beyond the standards outlined in the Land Use Bylaw up to 20% if in the opinion of the Municipal Planning Commission the proposed development would not:

(b) Notwithstanding the above, the Municipal Planning Commission, at its discretion, may relax the minimum requirements or maximum limits beyond 20% in the following situations and in accordance with the following criterion:

(ii) an addition to an existing residential development in an established area; the minimum requirements may be relaxed if the proposed development would be compatible with existing developments in the surrounding area and will not unduly interfere with the amenities of the neighbourhood."

"53. Relocation of Buildings

(a) Where a development permit has been granted for the relocation of a building on the same site or from another site, the Municipal Planning Commission shall require the applicant to provide a Performance Bond in an amount suitable to complete any renovations required as set out as a condition of development permit approval and may be determined by a quote provided from a certified contractor. The amount of a performance bond shall not be less than \$10,000 (\$1,000 where the building to be relocated is accessory to a dwelling) to ensure completion of any renovations set out as a condition of approval of the permit and repair or replacement of any damaged municipal infrastructure as a result of the building relocation (may include curb stops, valve boxes, manhole cover, catch basins, culverts, pipelines, sidewalks, curbs and gutters, lanes, roads and any surface or underground improvement on or abutting the land)."



Municipal Planning Commission discussed the application. Items of discussion: conditions, exterior finishing upgrades including new siding and windows, performance bond, and a road data permit.

Motion: S. Gallagher Development Permit T00144-18D submitted by Applicant for relocation of mobile home to be located at 39 Poplar Grove Trailer Court, Drumheller on Plan 9810598; Block S; Lot 4, Unit 13 subject to the following conditions;

1. Development shall conform to Town of Drumheller Land Use Bylaw 10-08.
2. Development shall conform to the Town of Drumheller Community Standards Bylaw 16-10.
3. Placement as per plans submitted with application.
4. The manufactured home shall be leveled, blocked and skirted and the hitch removed within 30 days of being sited on the lot.
5. The manufactured home shall be provided with steps and landing to all entrances within 45 days of their placement on site. Deck(s) may require an additional development permit.
6. Landscaping Plan to be in accordance with Policy C04-02 and Land Use Bylaw 10-08 and to the satisfaction of the Development Authority.
7. All buildings located on the property shall be constructed so that all openings are above the 1:100 year flood levels. Documentation from Registered Alberta Land Surveyor required verifying elevations are met to be provided to the Town of Drumheller.
8. Relaxation granted to side yard setbacks as per plans submitted.
9. All necessary Safety Codes Permits (building, electrical, gas, plumbing, etc.) to be in place prior to construction/installations.
10. 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.
11. 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.
12. 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.
13. An over-weight/over-dimensional permit from Road-Data 1-888-830-7623 must issued prior to relocating structures within the municipality.
14. 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.
15. All local improvements at owner's expense including, however not limited to, driveways, frontage charges, water/sewer services.
16. Development to conform to any and all Municipal, Provincial and Federal legislation or guidelines that may apply.
17. Contractor and subcontractors to have a valid business license with the Town of Drumheller.

Second: T. Zariski - Carried

1 Opposed



4.0 PALLISER REGIONAL MUNICIPAL SERVICES

4.1 No Discussion Items

5.0 OTHER DISCUSSION ITEMS

5.1 For Discussion – Campground proposal

This submission is for discussion purposes; the proposal is for the development of a recreational RV resort that would allow for about 350 to 450 RV sites. These sites would be leased to the purchaser for a term of 35 years at a cost of \$34,900, \$1,000 per year.

C. Woods read the proposal submitted

"Thanks for taking the time to work with us on pushing this project ahead. We are all very excited about it, and think it could be a great opportunity for everyone involved. I am writing to you to provide you with some thoughts, ideas and our group's background so you are able to get a clear picture of what kind of development we are envisioning for Drumheller.

For roughly the last 10 years, we have been buying/developing recreational property throughout Alberta and British Columbia. Projects have varied in scope and scale - and have always been executed well, as it is important to us to establish and maintain positive working relationships with the many municipalities we have worked with.

To keep things simple for the time being, I will list a handful of pertinent bullet points that should provide you with a good snapshot of our intentions.

- *We would like to develop a recreational RV resort (example map and basic land information provided on example site plan, which I have attached in this email again), that would contain roughly 350 to 450 RV sites. These sites would be serviced with power, water and electricity.*
- *Any structures on the property (especially those built by the community) will have to be moveable and "temporary". For example, a new site purchaser would be allowed to build a deck, but use of concrete or Sonotube pilings would not be permitted. The few exceptions to this general rule would be a potential Manager's Residence, the pool (or pond) and splash park, washrooms, showers, any other community amenities (playgrounds etc...).*
- *These sites will be leased to the public for a term of 35 years. The cost is \$34,900 - paid up front. RV enthusiasts are typically very excited for this, as it is a great way to save money and enjoy their time. We find the \$1,000/year price point to be very easy for individuals to consider - given it might cost that even to store their trailer annually. I have attached an example lease document from our project in Water Valley for your reference as well.*
- *In our experience, the population that utilizes recreational property of this type typically spend on average \$5-\$7,000 annually in their immediate neighboring town. This economic influx is helpful in so many ways. Further and above this, once people begin moving in there is a massive push for local industry on behalf of the purchasers: landscaping, deck building, wood, gravel etc...*
- *We will undertake to hire locally as much as possible. This includes plumbers, excavation, electrical work, paving and much more.*
- *For reference, here are a handful of projects we have worked on/completed or are currently wrapping up:*
 - *http://rvlots.ca/rv_lots_alberta.html Oasis Grove in Strathmore, AB*
 - *<http://watervalleyrvresort.com/> Water Valley RV Park in Water Valley, AB*



- <http://cedarsresort.ca/> Cedars RV Resort in Malakwa, BC
- <http://mountainshadowsvresort.ca/> Mountain Shadows Resort in Radium, BC
- *The general purchasing demographic varies a great deal depending on the location of the property and which attractions and amenities are in the vicinity (for instance ATV and hunting enthusiasts, vs. a more relaxed environment for seniors or young families). Our intent for Drumheller is to make this a family style resort.*

I hope this provides a sufficient preliminary look at our intentions and scope."

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

59. Development Standards for Topographic Features (Exhibit 3)

(d) *For Valley or Coulee Breaks (escarpment rim)*

The following setbacks from the front edge apply unless otherwise determined by the Development Authority:

**Land Left Undisturbed for Valley Break
(Escarpment Rim) or Coulee**

Average Depth of Valley	Distance of Land Left Undisturbed
<i>0 - 15.2 m (0 - 50 ft.)</i>	<i>22.8 m (75 ft.)</i>
<i>15.5 - 30.5 m (51 - 100 ft.)</i>	<i>45.7 m (150 ft.)</i>
<i>More than 30.5 m (more than 100 ft.)</i>	<i>61 m – 804 m (200 ft. - 2640 ft.)</i>

Municipal Planning Commission discussed the proposed development and noted the following points:

- 1 point of access
- Emergency access
- Oil lease
- Undermining in that area
- Impact to the top of the valley
- There is a water line through the center of the proposed development
- Levies
- The campsites are larger than a regular campsite
- Distance of setback from the edge of the valley
- Condition may include a slope stability report
- The minimum is 200 foot setback and the development would like to be closer at 80 to 100 feet from the valley edge
- The hills have slides and unstable ground
- Concept is good



5.2 Cannabis – LUB Amendment 06-18

Discussion on the Cannabis LUB Amendment 06-18; included the separation distances required from schools, and hospitals, this does not include home schools or pharmacy(s). Separation distance from other cannabis locations, locations where cannabis retail sales can be located as a discretionary use. Cannabis Cafe will be removed from the definitions. Discussion also included liquor stores and smoking bylaws in relation to the use and location of the liquor stores. The retail location will have a reception area to greet the client(s), they will then have to pass through a locked door where the product is located; retail product(s) will not be visible through the front window(s).

5.3 Shed – Centre Street

As an update for all the members this permit was approved in December 2016, with an extension granted to June 15, 2018. It was noted the finishing on the shed has been done with shingles in various shades and colors; which deviates from the original application details. Members felt the finishing is not compatible with the existing development or surrounding neighborhood.

A motion was made in regards to Notice of Decision conditions number 6 and number 11 be upheld in regards to the finishing of the shed.

6.0 Adjournment – Meeting adjourned at 1:38 pm.



Chairperson

Development Officer

Attachments: Agenda



**Municipal Planning Commission
MINUTES
Meeting of Thursday July 26, 2018**

Present: Cindy Woods, Development Officer
Linda Taylor, Recording Secretary
Donna Kittridge, Recording Secretary
Clayton Gillis, Chair
Sharon Clark, Vice Chair
Scott Kuntz, Member
Garry Wilson, Palliser Regional Municipal Services Representative
Devin Diano, Palliser Regional Municipal Services Representative

Absent: Stacey Gallagher, Member - Regrets
Shelley Rymal, Member - Regrets
Tom Zariski, Councillor/Member - Regrets
Tony Lacher, Councillor/Member - Regrets

Delegate: Jaydee Bixby – T00177-18D – enter 12:12pm, exit 12:51pm

1.0 CALL TO ORDER – 12:08 pm

C. Gillis presented the Agenda- revised for the July 26, 2018 meeting.

1.1 Agenda – Additions or Deletions

Deletion

Addition

3.4 T00187-18D – Ramesh MSM Somasundaram – Mobile Vendor

1.2 Acceptance of Agenda

Motion: S. Kuntz moved to accept the agenda for July 26, 2018

Second: S. Clark - Carried

2.0 MINUTES FROM PREVIOUS MEETINGS

2.1 June 28, 2018

Motion: C. Gillis moved to accept the minutes of June 28, 2018 with addition of 1 opposed to page 3.

Second: – S. Kuntz - Carried



3.0 DEVELOPMENT PERMITS

3.1 T00177-18D – Jaydee Bixby – Occupy as Retail Cannabis Dispensary

C. Woods presented Development Permit T00177-18D submitted by Jaydee Bixby for occupancy as retail cannabis dispensary located at 15 3 Avenue West, Drumheller on Plan 3099AD; Block 19; Lot 9. Zoning is C-B – Central Commercial District.

C. Woods advised the application is for an AGLC retail cannabis dispensary, the use is discretionary in the Central Commercial District. AGLC requires 100 metres distance from a building containing a school; the distance from the school is approximately 93 meters from closest building corner to closest building corner, however is located more than the required distance when measured to the closest corner, of the actual store. A relaxation of distance is allowable by AGLC; the relaxation required on the closest points would be 7%.

Jaydee Bixby read the letter submitted with the application,

"My name is Jaydee Bixby and I am writing to you on behalf of our company BADLAND BUD INC.

My partners and I have over 50 years experience in the business and marketing world in Canada. In 2014 I got involved with the medical cannabis community when my father was diagnosed with terminal cancer, from that moment right to this very day I have been on an educational journey, learning everything I possibly could about the amazing health benefits the cannabis plant has to offer. I have personally applied and been approved through health Canada meeting all guidelines and regulations to safely produce and store my own cannabis in a residential area.

Badland Bud Inc. is strictly adhering to the AGLC's guidelines involving cannabis retail in Alberta, in doing so we will be requiring municipal approval (municipal approval is required before the AGLC will issue a retail cannabis store license), and all business and retail store requirements must be met.

Badland Bud Inc retail location will have the following:

- * A point of sale area*
- * A trained security guard at the front desk*
- * A shipping/receiving area separate from other businesses*
- * A secure storage area*
- * An alarm system*
- * A video surveillance system*
- * A secure product display*
- * A product supply*
- * Trained staff licensed by the AGLC*

Drumheller is my hometown and Badland Bud Inc wants to set the bar high and create the industry standard for dispensaries in the Valley, all our product will be completely hidden and stored in a secure area that can only be accessed once the customer has provided government issued photo identification, then the security guard will grant them access to the point of sale area at the back of the retail location.

Thank you for considering Badland Bud Inc development permit application.

*Sincerely,
Jaydee Bixby"*



The applicant clarified to the Municipal Planning Commission, the standards AGLC requires; and then the vision for the standard(s) for this retail outlet; the standards for this dispensary will go above and beyond the AGLC requirements. Some of the items discussed were; timelines for opening, security, hours of operation, the product(s), the history and future of the industry. Information session(s) are being arranged in regards to cannabis.

Municipal Planning Commission discussed the application.

Motion: S. Clark moved to approve presented Development Permit T00177-18D submitted by Jaydee Bixby for occupancy as retail cannabis dispensary located at 15 3 Avenue West, Drumheller on Plan 3099AD; Block 19; Lot 9, with a 7% relaxation to of the distance to the school, if required, subject to the following conditions;

1. Development shall conform to Town of Drumheller Land Use Bylaw 10-08.
2. Development shall conform to the Town of Drumheller Community Standards Bylaw (16-10).
3. All necessary permits (building, electrical, plumbing, etc) to be in place prior to any construction/installation.
4. All contractors and/or sub-trades to possess a valid Town of Drumheller Business License.
5. Development to conform and meet the requirements of the Regional Fire and Health Authority. Prior to commencement of occupancy and business activities, confirmation must be provided to the Development Officer from the Local Fire and Health Authority that the building is occupiable for such purposes.
6. Applicant to ensure authorization from the property owner is obtained prior to any renovation/modification.
7. If the holder of the permit wishes to make any change in the conduct 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. An additional development application may be necessary.
8. Development application is required for signage placement and made under separate application prior to placement.
9. Applicant to ensure any/all modifications to water/sewer services to the satisfaction of the Town of Drumheller. Please contact Utilities Manager at 403-823-1330 for approval and specifications.
10. Development to conform to any/all Municipal, Provincial and Federal regulations and/or legislation that may apply.
11. 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.
12. Development to conform to the AGLC requirements; confirmation must be provided to the Development Officer prior to commencement of business.
13. Relaxation granted from 100 m setback from School (Approximately 93 m to property boundary).
14. Annual Business License is required.

Second: C. Gillis - Carried

3.2 T00182-18D – Gangster Enterprises – Work Camp

C. Woods presented Development Permit T00182-18D submitted by Gangster Enterprises for a Work Camp located at the following locations

- 590 Premier Road, Drumheller on Plan 9710916; Block 13; Lot 9
- 580 Premier Road, Drumheller on Plan 9710916; Block 2; Lot 8
- 621 9 Street SW, Drumheller on Plan 9710916; Block 13; Lot 7
- Zoning is M-2 – Medium Industrial District.



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C. Woods advised this application is for use of the M-2 industrial properties belonging to the applicant Gangster Enterprises, to house work camps for employee temporary housing and/or sleeping accommodations. Employees would utilize the self contained well site trailers to reside in for approximately 1 to 3 days while their trucks and trailers are being prepared for dispatch.

C. Woods stated a stop work order was issued to the owner; the owner appealed to the Subdivision Appeal Board. It was determined that work camps, as per the bylaw, are permitted in the M-2 district, due to a wording error in the Land Use Bylaw. When work camps were added to the M-1 district, it was not the intent to allow the use in an M-2 district; due to nuisance and hazardous effects that may extend beyond the sites. There is no specified or defined use in the bylaw for the use as described; work camp is the closest in the definitions, and is temporary in nature. As it is temporary, an application will be required on a yearly basis.

C. Woods pointed out the letter received from Gangster Enterprises Ltd, and read excerpts from the letter;

"The Water Truck and Vacuum Truck Operators will temporarily reside in Well Site Trailers for approximately 1-3 days maximum depending on circumstances such as weather conditions and certain delays with Operators (Customers) finalizing projects."

"The number of Operators staying at the temporary work camp at any given time would be 0 to 6 Operators (maximum)."

"Start date of development and date of occupancy would likely be the date of issue of the development permit by the Town of Drumheller. Removal date of the temporary work camp is undetermined at this point in time (dependent on future work)."

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

"34. M-2 – Medium Industrial District

The purpose of this district is to provide for the development of industrial uses which may not be compatible with surrounding non-industrial land uses due to nuisance effects that may extend beyond the site.

(a) Permitted Uses

- *M-1 – Light Industrial Permitted and Discretionary Uses – unless listed under discretionary uses in this district."*

C. Woods brought Members attention to the Work Camp definition in the Land Use Bylaw 10-08;

"86. Work Camp

- (1) *An application for a development permit for a work camp must provide the following information:*
 - (a) *the location, type, and purpose of the camp;*
 - (b) *adjacent land uses;*
 - (c) *the method of supplying water, sewage and waste disposal to the camp. If a private sewage system is proposed, the proposed method of sewage disposal must comply with the current Alberta Private Sewage Systems Standard Practice and be to the satisfaction of the health authority;*
 - (d) *the number of persons proposed to reside in the camp;*
 - (e) *demonstrated approval from Alberta Environment if the camp is located on Crown land;*



DRUMHELLER

COMMUNITY SERVICES



- (f) *the start date of the development, date of occupancy, and removal date of the camp; and*
- (g) *reclamation measures once the work camp is no longer needed. (Post security with the municipality sufficient to remove and reclaim the site if the work camp remains on the site after the project is either completed or if work has stopped to the extent that the Development Authority no longer feels the work camp is relevant to the project, or to reclaim the site if required after the work camp has been removed from the site.)*
- (2) *A development permit for a work camp shall not be approved unless:*
 - (a) *it is directly associated with a development/ business situated within the area;*
 - (b) *it is deemed compatible with surrounding development and land uses by the development authority;*
 - (c) *sufficient screening/ buffering/ separation is provided from surrounding land uses as determined by the Development Authority;*
 - (c) *it shall be for a temporary period of time in accordance with the timelines of a work project as specified by the Development Authority;*
 - (d) *all required access provisions are provided to the satisfaction of the Development Authority at the sole cost of the developer;*
 - (e) *the developer provides undertakings and guarantees acceptable to the Development Authority, that the work camp will be removed and the subject site returned to its original condition upon completion as it was before the work camp was developed; “*

Municipal Planning Commission discussed the application. Noted that the use is temporary in nature, and a condition of yearly renewal discussed.

Motion: C. Gillis moved to approve Development Permit T00182-18D submitted by Gangster Enterprises for a Work Camp located at the following locations

- 590 Premier Road, Drumheller on Plan 9710916; Block 13; Lot 9
- 580 Premier Road, Drumheller on Plan 9710916; Block 2; Lot 8
- 621 9 Street SW, Drumheller on Plan 9710916; Block 13; Lot 7

subject to the following conditions;

1. Shall conform to the Land Use Bylaw 10-08.
2. Shall conform to the Town of Drumheller Community Standards Bylaw 16-10.
3. The operation of all uses shall comply with the environmental and public health performance standards of the Provincial Government.
4. The applicant shall submit information describing any noxious, dangerous or offensive feature of the proposed use.
5. Shall conform to any/all Municipal, Provincial and Federal regulations, guidelines and/or legislation that may apply.
6. Shall conform to Alberta Building Codes and Fire Codes. Prior to occupancy, confirmation from the Local Fire Authority that the building may be occupied for such purposes.
7. Should the holder of the permit/property owner wish to make any changes in the proposed development, occupancy or additions to the application as approved, the holder of the permit must first obtain permission of the Development Authority. An additional development permit may be necessary.
8. Occupancy granted for 0-6 temporary operators employed by applicant only, confirmation may be required. Permanent accommodation is strictly forbidden.
9. Outside storage of material and equipment shall be screened from adjacent sites and public thoroughfares. Separate containment must be provided for the disposal and recycling of cardboard materials



10. Garbage and waste material must be stored in weather proof and animal proof containers and screened from adjacent sites and public thoroughfares excluding lanes.
11. An annual Business License is required.
12. PERMIT EXPIRES DECEMBER 31, 2018 (RESUBMISSION AND APPROVAL REQUIRED ANNUALLY)

Second: S. Clark – Carried.

3.3 T00183-18D – Canalta – Construction of Retail Strip Mall (2) and Occupancy of Marks Work Warehouse – Hwy-C

C. Woods presented Development Permit T00183-18D submitted by Canalta for New Construction of Retail Strip Mall (2) and Occupancy of Marks Work Warehouse located at 650 South Railway Avenue, Drumheller on Plan 0215977; Block 10; Lot 2. Zoning is Hwy C – Highway Commercial District.

C. Woods advised this application is for Phase I 8,200 square foot Marks Work Warehouse building, occupancy of the building and a review of the Phase II, Retail Strip Mall. Retail is a discretionary use in this district. The developments meet all setbacks and have more parking than what the land use bylaw requires. An active subdivision application for this property is in place.

C. Woods stated the Tourism Corridor Bylaw is setting a higher standard through the main corridor, for items such as garbage screening, landscaping, pavement and maintenance of all the afore mentioned. The screening of garbage should match the exterior finishing of the building, and the landscaping for the development should be completed within 12 months.

C. Woods also advised feedback from the circulation to other departments, noted the requirements from an existing Development Service Agreement, and for a private fire hydrant also the fire department wanted to ensure appropriate access.

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

"HWY-C - Highway Commercial District

Landscaping and Screening

3. *Sites abutting a residential district shall be screened from the view of the residential district to the satisfaction of the Municipal Planning Commission.*
4. *Outside storage areas of material and equipment shall be screened from adjacent sites and public thoroughfares.*
5. *Garbage and waste material must be stored in weather proof and animal proof containers and screened from adjacent sites and public thoroughfares."*

C. Woods read an excerpt from the letter received from Canalta,

"Please note our current application is focused on the Marks Building (Phase 1), however we would like to be provided with confirmation that there are no conceptual issues with Phase 2 of the development."

Municipal Planning Commission discussed the application.



Motion: C. Gillis moved to approve Development Permit T00183-18D submitted by Canalta for New Construction of Retail Strip Mall (2) and Occupancy of Marks Work Warehouse located at 650 South Railway Avenue, Drumheller on Plan 0215977; Block 10; Lot 2, subject to the following conditions;

1. Development shall conform to Town of Drumheller Land Use Bylaw.
2. Development shall conform to the Town of Drumheller Community Standards Bylaw.
3. Development shall conform to any/all Municipal, Provincial and Federal regulations, guidelines and/or legislation that may apply.
4. Development shall conform to Alberta Building Codes and Fire Codes. Prior to occupancy confirmation from the Local Fire Authority that the building may be occupied for such purposes.
5. If the holder of the permit/property owner wishes to make any changes in the proposed development, occupancy 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.
6. Proper placement of foundation walls -- as per application -- to be determined by a Registered Alberta Land Surveyor. Real Property Report to be provided to the Town of Drumheller for verification and upon completion.
7. All necessary Safety Codes Permits (building, electrical, gas, plumbing and private sewage.) to be in place prior to any construction/installations.
8. Make provisions for installation of water services and meter as per the Town of Drumheller water/sewer bylaw at the expense of the owner/applicant.
9. Offsite levies to be paid prior to the issuance of Safety Codes permits.
10. External finished appearance of site to the satisfaction of the development Officer/Municipal Planning Commission.
11. Ensure grading allows for all surface water to drain from the site and does not adversely affect neighboring properties
12. All necessary Safety Codes Permits (building, electrical, gas, plumbing and private sewage.) to be in place prior to any construction/installations.
13. Applicant to enter into a Development Service Agreement with the Town of Drumheller prior to commencement of any construction.
14. Any/all local improvements or upgrade required for development are at owner/applicants expense. All local improvements, and construction thereof, must be approved by the Town of Drumheller including, but not limited to, approaches, driveways, frontage charges, water/sewer services, etc. Please contact 403-823-1330 for approval and specifications prior to installation.
15. Landscaping to be in accordance with Policy C04-02, the Land Use Bylaw and to the satisfaction of the Development Authority.
16. Development permit is required for signage placement and made under a separate application prior to placement.
17. Garbage and waste materials must be stored in weather proof and animal proof containers and screened from adjacent sites and public thoroughfares including lanes. Screening material to be consistent with building(s) and to the satisfaction of the Development Authority.
18. No outside storage of material and equipment.
19. Sites abutting a residential district shall be screened from the view of the residential district to the satisfaction of the Municipal Planning Commission.
20. Contractor and subcontractors to have a valid business license with the Town of Drumheller.
21. Annual Business License(s) is required for each separate business.

Second: S. Kuntz – Carried.



3.4 T00187-18D – Ramesh MSM Somasundaram – Mobile Vendor

C. Woods presented Development Permit T00187-18D submitted by Ramesh MSM Somasundaram for a second Mobile Vendor unit; Ice Cream Truck located at the following areas;

- The Hoodoos on Hwy 10 East, Drumheller on Plan 0012223, Block 1. Zoning is A – Agricultural District
- The Suspension Bridge. Zoning is UT – Urban Transitional District
- Rotary Splash Park / Centennial Park – Zoning is CS – Community Service District
- Newcastle Beach – Zoning is CS – Community Service District
- Special Events

C. Woods advised this is a second unit (Mr Ice Cream) for the applicant, the first unit is Onkell Ice Cream mobile vendor approved at the April 27, 2018 meeting. This unit is applying for the same locations, however will not be approved to attend the same location at the same time. Mr Ice Cream is looking for approval for one month.

Municipal Planning Commission discussed the application.

Motion: S. Kuntz moved to approve Development Permit T00187-18D submitted by Ramesh MSM Somasundaram for a second Mobile Vendor unit; Ice Cream Truck located at the following areas;

- The Hoodoos on Hwy 10 East, Drumheller on Plan 0012223, Block 1. Zoning is A – Agricultural District
- The Suspension Bridge. Zoning is UT – Urban Transitional District
- Rotary Splash Park / Centennial Park – Zoning is CS – Community Service District
- Newcastle Beach – Zoning is CS – Community Service District
- Special Events

subject to the following conditions;

1. Vendor shall provide the Development Officer with a current Alberta Health Services Food Handling Permit prior to commencement of business activities.
2. A Mobile Vendor Permit/ Business License and all other required permits and licenses must be clearly visible at the Mobile Vending Unit at all times.
3. Vendor shall carry on Business daily within the hours approved on the Mobile Vending Permit.
4. Vendor shall operate their business within the permitted area(s) approved by the Development Authority, as indicated on the approved Mobile Vendor Permit.
5. Vendor shall not impede traffic and/or pedestrians, endanger public safety or cause and unwelcome disturbance.
6. Vendor shall conform to Town of Drumheller Land Use Bylaw 10-08.
7. Vendor shall conform to the Town of Drumheller Community Standards Bylaw 16-10.
8. Vendor shall conform to the Town of Drumheller Mobile Vendor Bylaw 01-18.
9. Advertising or signage for a Vendor is limited to the space available on the Mobile Vending Unit at the location(s) as indicated on the approved Mobile Vendor Permit. One (1) A-Board Sign that complies with the requirements in the Town of Drumheller Land Use Bylaw 10-08 will be allowable at the discretion of the Municipal Planning Commission. Any other signage will require an additional Development permit.
10. Vendor shall provide garbage and recycling receptacles at the Mobile Vending Unit. Each night the garbage and receptacles are to be emptied and the site around the Unit is to be cleaned up.
11. Vendor shall not discard water from the daily activities, on the Unit site; it shall be discarded in the appropriate manner.
12. Vendor shall place piece(s) of plywood (i.e. 2 foot by 4 foot) under any wheel(s) to displace the weight of the Unit so not to create ruts in grassy areas.



13. The Development Authority may suspend or revoke a permit issued under the Mobile Vendor Bylaw 01-18 should the holder of the permit, employee, agent or representative fail to comply with the provisions of the Bylaw.
14. This permit expires on August 31, 2018.
15. **VENDOR MUST NOT HAVE BOTH UNITS AT ANY ONE LOCATION AT ANY TIME (WITH THE EXCEPTION OF A SPECIAL EVENT WHERE AUTHORIZATION WAS GIVEN).**

Second: C. Gillis - Carried

4.0 PALLISER REGIONAL MUNICIPAL SERVICES
4.1 No Discussion Items


5.0 OTHER DISCUSSION ITEMS

5.1 Single Residential Units Downtown

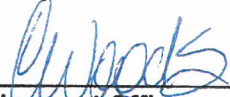
C. Woods wanted opinion of the Municipal Planning Commission on single residential units located in the downtown area; zoned C-B Central Commercial District. A commercial frontage with living quarters in the rear is being used as a residential only building; multiple complaints have been received from neighboring businesses about noise. This property can be used for residential use, only if it is an accessory to a commercial business; at this time no commercial business is located on the premises. The owner was looking at applying for a bylaw change to rezone the property to residential only; this has put it on hold.

Municipal Planning Commission members discussed single residential units in the downtown area. This property is in the middle of the block surrounded by commercial businesses; it is not the district to situate a residential only property.

6.0 Adjournment – Meeting adjourned at 1:55 pm.



Chairperson



Development Officer

Attachments: Agenda

**TOWN OF DRUMHELLER
BYLAW 10.18**

BEING A BYLAW TO AMEND THE COMMUNITY STANDARDS BYLAW.

WHEREAS: Section 191 of the Municipal Government Act, being chapter M-26 of the Revised Statutes of Alberta 2000, and amendments thereto, allows the Council of a municipality the power to pass a bylaw which includes a power to amend a bylaw; and

WHEREAS: Council deems it expedient and desirable for the health, safety, and welfare of inhabitants to regulate smoking and vaping of tobacco, cannabis and other substances in the Town of Drumheller.

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

That Bylaw 16.10 shall be amended as follows:

1. The following new definitions shall be added to Part 2 Definitions:
 - (a) "Cannabis" as defined in the Cannabis Act;
 - (b) "Cannabis Act" means Bill C-45, an Act respecting Cannabis and to amend the controlled Drugs and Substances Act, the Criminal Code and Other Acts;
 - (c) "Cannabis Consumption" means to "smoke" or "vape" cannabis;
 - (d) "Electronic Smoking Device" means an electronic device used to deliver nicotine, cannabis, tobacco, or other substances to the person inhaling from the device, but not limited to an electronic cigarette, vaporizer, cigar, cigarillo or pipe;
 - (e) "Smoke or Smoking" means inhaling or exhaling the smoke produced by burning a substance; holding or otherwise having control of any device or thing containing a lit substance;
 - (f) "Tobacco" means a product composed in whole or in part of tobacco, including tobacco leaves and any extract of tobacco leaves, but does not include any product for use in nicotine replacement therapy;
 - (g) "Tobacco Consumption" means to "smoke" or "vape" tobacco;
 - (h) "Vape or Vaping"

- (h) "Vape or Vaping" means: inhaling or exhaling the vapour, emissions or aerosol produced from an electronic smoking device; holding or otherwise having control of an electronic device that is producing vapour, emissions or aerosol.

2. That the following new sections are added:

20. TOBACCO CONSUMPTION

20.1 A person shall not smoke or vape tobacco:

- (a) in all or any part of a building, structure or other enclosed area to which members of the public have access as of right or by express or implied invitation;
- (b) within five (5) meters of an entrance or exit to a building of which members of the public have access as of right or by express or implied invitation.

21. CANNABIS CONSUMPTION

21.1 No person shall smoke or vape cannabis in a public place.

21.2 A person who is entitled to use Cannabis pursuant to the Access to Cannabis for Medical Purposes Regulations SOR/2016-230 is not subject to Section 21.1 of this bylaw, but must adhere to the Provincial Regulations that govern public consumption.

21.3 A person referred to in Section 21.2, must, on demand of a Peace Officer, produce a copy of the persons medical documentation.

3. That the following section be renumbered: 20. Commencements, Repeals to be renumbered 22.

Bylaw 11-96 "No Smoking Bylaw" is hereby repealed.

This Bylaw shall take effect on the day of the final passing thereof.

READ A FIRST TIME ON THE 9th day of July, 2018.

READ A SECOND TIME ON THE day of , 2018.

READ A THIRD AND FINAL TIME ON THE day of , 2018

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Schedule A

COMMUNITY STANDARDS BYLAW FINES

The following fines to be added to Schedule A

Tobacco Consumption	20.1	
a) first offence		\$ 50.00
b) second and subsequent offences		\$ 100.00
 Cannabis Consumption	 21.1	
a) first offence		\$ 50.00
b) second and subsequent offences		\$ 100.00

TOWN OF DRUMHELLER
BYLAW NO. 13.18

A Bylaw of the Municipality to authorize the Mayor and Chief Administrative Officer to enter into an agreement granting ATCO ELECTRIC LTD., (the “**Company**”), the right to provide electric distribution service within the Municipality.

WHEREAS pursuant to the provisions of the Municipal Government Act R.S.A. 2000 c. M-26, as amended (the “**Act**”), the Municipality desires to grant and the Company desires to obtain, an exclusive franchise to provide electric distribution service within the Municipality for a period of ten (10) years subject to the right of renewal as set forth in the said agreement and in the said Act;

WHEREAS the Council of the Municipality and the Company have agreed to enter into an Electric Distribution System Franchise Agreement (the “**Agreement**”), in the form annexed hereto;

WHEREAS it is deemed that the Agreement would be to the general benefit of the consumers within the Municipality.

NOW THEREFORE the Council of the Municipality enacts as follows:

- 1) THAT the Electric Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule “A”, be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Electric Distribution System Franchise Agreement for and on behalf of the Municipality, and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Municipality.
- 2) THAT the Electric Distribution System Franchise Agreement annexed hereto as Schedule “A” is hereby incorporated in, and made part of, this Bylaw.

Agenda Item # 8.1.2

- 3) THAT the Council consents to the exercise by the Company within the Municipality of any of the powers given to the Company by the Water, Gas and Electric Companies Act, R.S.A. 2000 c. W-4, as amended.
- 4) THAT this Bylaw shall come into force upon the Electric Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third reading and finally passed.

Read a First time in Council assembled this ____ day of _____, 201__

Mayor

Chief Administrative Officer

Read a Second time in Council assembled this ____ day of _____, 201__.

Read a Third time in Council assembled and

Passed this ____ day of _____, 201__.

Mayor (seal)

Chief Administrative Officer

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

Town of Drumheller

- AND -

ATCO Electric Ltd.

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ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

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

BETWEEN:

Town of Drumheller,
a Municipal Corporation located in the Province of Alberta
(the “**Municipality**”)

OF THE FIRST PART

- and -

ATCO Electric Ltd.,
a body corporate and public utility with its
head office in the Edmonton in the Province of Alberta
(the “**Company**”)

OF THE SECOND PART

WHEREAS:

The Municipality desires to grant and the Company desires to obtain an exclusive franchise to provide Electric Distribution Service within the Municipal Service Area on the terms and conditions herein contained;

NOW THEREFORE:

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

1) DEFINITIONS AND INTERPRETATION

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

- a) **"Commission"** means the Alberta Utilities Commission, as established under the Alberta Utilities Commission Act (Alberta);
- b) **"Company"** means the Party of the second part to this Agreement and includes its successors and assigns;
- c) **"Construct"** means constructing, reconstructing, upgrading, extending, relocating or removing any part of the existing Distribution System or proposed Distribution System;
- d) **"Consumer"** means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Electric Distribution Service by the Company pursuant to the Company's Distribution Tariff;
- e) **"Core Services"** means all those services set forth in Schedule "A";
- f) **"Detailed Street Light Patrol"** means a detailed street light patrol of Company-owned street lights conducted by the Company on a schedule reasonably determined by the Company from time to time, currently a seven to nine year cycle as at the date of this Agreement;
- g) **"Distribution System"** means any facilities owned by the Company which are used to provide Electric Distribution Service within the Municipal Service Area, and, without limiting the generality of the foregoing, shall include street lighting, where applicable, and poles, fixtures, luminaires, guys, hardware, insulators, wires, conductors, cables, ducts, meters, transformers, fences, vaults and connection pedestals, excluding any transmission facilities as defined in the EUA;
- h) **"Distribution Tariff"** means the Distribution Tariff prepared by the Company and approved by the Commission on an interim or final basis, as the case may be;
- i) **"Electric Distribution Service"** means electric distribution service as defined in the EUA;
- j) **"Electronic Format"** means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- k) **"EUA"** means the *Electric Utilities Act* (Alberta);
- l) **"Extra Services"** means those services set forth in Schedule "B" that are requested by the Municipality for itself or on behalf of a Consumer and provided by the Company in accordance with Article 7;
- m) **"First Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- n) **"HEEA"** means the *Hydro and Electric Energy Act* (Alberta);

- o) **"Initial Term"** means the Term of this Agreement as set out in Article 2;
- p) **"Maintain"** means to maintain, keep in good repair or overhaul any part of the Distribution System;
- q) **"Major Work"** means any work to Construct or Maintain the Distribution System that costs more than One Hundred Thousand (\$100,000.00) Dollars;
- r) **"MGA"** means the *Municipal Government Act* (Alberta);
- s) **"Municipal Property"** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- t) **"Municipal Service Area"** means the geographical area within the legal boundaries of the Municipality as altered from time to time;
- u) **"Municipality"** means the Party of the first part to this Agreement;
- v) **"Operate"** means to operate, interrupt or restore any part of the Distribution System in a safe and reliable manner;
- w) **"Party"** means any party to this Agreement and **"Parties"** means all of the parties to this Agreement;
- x) **"Plans and Specifications"** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuing any approval that may be required under this Agreement;
- y) **"Second Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- z) **"Term"** means, as the context requires, the Initial Term, First Subsequent Term or the Second Subsequent Term, and **"Terms"** means all of them;
- aa) **"Terms and Conditions"** means the terms and conditions contained within the Distribution Tariff in effect from time to time for the Company as approved by the Commission; and
- bb) **"Work"** means any work to Construct or Maintain the Distribution System.

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

2) TERM

This Agreement shall be for an initial term (the "Initial Term") of ten (10) years, commencing on the later of:

- a) First day of November, 2017 or
- b) the first day after both of the following have occurred:
 - i) Commission approval of this Agreement; and
 - ii) the Municipality having passed third reading of the applicable adopting bylaw _____.

3) EXPIRY AND RENEWAL OF AGREEMENT

Following the expiration of the Initial Term, this Agreement shall be renewed for a further period of five (5) years (the "First Subsequent Term"), provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Initial Term of its intention to renew this Agreement and the Municipality agrees in writing to the renewal not less than six (6) months prior to the expiration of the Initial Term.

- a) During the first (1st) year following the expiration of the Initial Term all the rights and obligations of the parties under this Agreement shall continue to be in effect. Following the expiration of the First Subsequent Term, the Parties agree that this Agreement may be extended for an additional five (5) year term (the "Second Subsequent Term") commencing at the end of the First Subsequent Term, provided that one of the Parties shall provide notice to the other Party of its wish to extend this Agreement for the Second Subsequent Term and the other Party confirms, no later than one (1) year prior to the end of the First Subsequent Term, that it also wishes to extend the Term of this Agreement for the Second Subsequent Term.
- b) If the Municipality has not provided notice to the Company to exercise its right under Article 10 to require the Company to sell the Distribution System within the Municipal Service Area to the Municipality, either Party may submit any items in dispute pertaining to the entering into of a new agreement to binding arbitration before the Commission who shall determine the terms of the new agreement;
- c) Unless either Party has provided notice to the other Party of its intent to terminate or to extend this Agreement, following any expiration of any Term, the respective rights and obligations of the Parties under this Agreement shall continue to be in effect for a period of one (1) year following the expiration of the applicable Term in order to provide the Parties with a reasonable opportunity to negotiate a subsequent agreement;

- d) Commencing one (1) year following the expiration or termination of any Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph b), this Agreement shall continue to be in effect but shall be amended to provide for the following:
- i) the franchise fee percentage used to calculate the franchise fee payable by the Company under Article 5 shall be reduced to fifty percent (50%) of the average annual franchise fee percentage used to calculate the franchise fee paid by the Company to the Municipality for the previous five (5) calendar years; and
 - ii) the costs of any relocation requested by the Municipality pursuant to Article 15 shall be paid by the Municipality.

4) GRANT OF FRANCHISE

- a) Subject to subparagraph b) below, and to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area:
- i) to provide Electric Distribution Service;
 - ii) to Construct, Operate, and Maintain the electric distribution system, as defined in the EUA, within the Municipal Service Area; and
 - iii) to use designated portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality necessary to provide Electric Distribution Service or to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof.

This grant shall not preclude the Municipality from providing wire services to municipally owned facilities where standalone generation is provided on site or immediately adjacent sites excepting road allowances. Such services are to be provided by the Municipality directly and not by any other third party wire services provider.

Subject to Article 12 of this Agreement, in the event that a third party (including a Rural Electrification Association (REA)) owns, operates or controls any electrical distribution facilities or lighting within the Municipal Service Area at any time during the Term of this Agreement, the Municipality agrees that it will support the Company's efforts, as is reasonable, to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, the Municipality shall otherwise require such third party to sell such facilities to the Company. Where the Municipality supports the Company's efforts to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, otherwise requires a third party to sell its facilities to the Company, the Company shall be responsible for

all reasonable fees, costs and disbursements of external legal counsel incurred by the Municipality in expending such good faith efforts.

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

5) FRANCHISE FEE

a) Calculation of Franchise Fee

In consideration of the provisions of Article 4 and the mutual covenants herein, the Company agrees to pay to the Municipality a franchise fee. For each calendar year, the franchise fee will be calculated as a percentage of the Company’s actual revenue in that year from the Distribution Tariff rates charged for Electric Distribution Service within the Municipal Service Area, excluding any amounts refunded or collected pursuant to riders.

For the first (1st) calendar year of the Term of this Agreement, the franchise fee percentage shall be nine percent (9.0%).

By no later than September first (1st) of each year, the Company shall:

- i) advise the Municipality in writing of the revenues that were derived from the Distribution Tariff within the Municipal Service Area for the prior calendar year (excluding any amounts refunded or collected pursuant to riders); and
- ii) with the Municipality’s assistance, provide in writing an estimate of revenues to be derived from the Distribution Tariff (excluding any amounts refunded or collected pursuant to riders) within the Municipal Service Area for the next calendar year.

b) Adjustment to Franchise Fee

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

If the Municipality wishes to amend the franchise fee percentage so that the amended franchise fee percentage is effective January first (1st) of the following calendar year, then the Municipality shall, no later than November first (1st) of the immediately preceding year, advise the Company in writing of the franchise fee percentage to be charged for the following calendar year.

If the Municipality provides such notice after November first (1st) of the immediately preceding year for a January first (1st) implementation, or at any other time with respect to a franchise fee change that will be implemented after January first (1st) of the following year, the Company will implement the new franchise fee percentage as soon as reasonably possible.

c) Franchise Fee Cap

The municipal franchise fee cap is twenty percent (20%) and shall not at any time exceed twenty percent (20%), unless there has been prior Commission approval and provided that the Municipality has complied with Article 5d) below.

d) Adjustment to Franchise Fee Cap

At the option of the Municipality, the franchise fee cap may be changed annually by providing written notice to the Company, subject to Commission approval. If the Municipality wishes to amend the franchise fee cap so that the amended franchise fee cap is effective January first (1st) of the following calendar year, then the Municipality shall, no later than November first (1st) of the immediately preceding year, advise the Company in writing of the franchise fee cap to be in effect for the following calendar year.

If the Municipality provides such notice after November first (1st) of the immediately preceding year for a January first (1st) implementation, or at any other time with respect to a franchise fee cap change that will be implemented for January first (1st) of the following year, the Company will recognize the new franchise fee cap as soon as reasonably possible, subject to Commission approval.

e) Payment of Franchise Fee

The Company shall pay the franchise fee amount, billed to each Consumer, to the Municipality on a monthly basis, within forty-five (45) days after billing each retailer.

f) Reporting Considerations

Upon request, the Company shall provide to the Municipality along with payment of the franchise fee amount, the financial information used by the Company to verify the franchise fee amount as calculated under this Article.

6) CORE SERVICES

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

7) PROVISION OF EXTRA SERVICES

Subject to an agreement being reached on cost and other terms, the Company agrees to provide to the Municipality those Extra Services, if any, as set forth in Schedule "B", as requested by the Municipality from time to time.

The Company is entitled to receive from the Municipality a reasonable amount for the provision of those Extra Services in accordance with Schedule "B". The Company and the Municipality may amend Schedule "B" from time to time upon mutual agreement.

8) MUNICIPAL TAXES

Amounts payable to the Municipality pursuant to the terms and conditions hereof shall be in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment, and the Distribution System.

9) RIGHT TO TERMINATE ON DEFAULT

In the event either Party breaches any material provision of this Agreement, the other Party may, at its option, provide written notice to the Party in breach to remedy such breach.

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

10) SALE OF DISTRIBUTION SYSTEM

Upon the expiration of the Term of this Agreement, or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction, the Municipality may, subject to the approval of the Commission under Section 47 of the MGA, exercise its right to require the Company to sell to it the Distribution System within the Municipal Service Area pursuant to the provisions of the MGA or HEEA, as applicable. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination.

The Parties acknowledge that the Distribution System may be comprised of component parts that are not transferable by the Company to the Municipality including technologies

that have been licensed by third Parties to the Company, and therefore the Company may not be able to transfer such component parts to the Municipality on any such sale. However, the Company shall acting reasonably assist the Municipality in obtaining the necessary approval or consent to such transfer.

11) STREET LIGHTING

a) Investment Option Rate

The Company agrees to provide and maintain an investment option rate for street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for investment option street lighting. This Commission approved rate includes an allowance for the replacement of street lighting.

The Company will provide Company standard and non-standard street lighting under the investment option rate for street lighting. The Company will maintain an inventory of its standard street lighting as listed in its street lighting catalogue. The Company will use reasonable commercial efforts, based on prudent electrical utility practices, to carry stock of such inventory for a reasonable period of time.

i) In the event that:

- A. the Company, in its sole discretion, reasonably exercised, decides to change its classifications of what constitutes standard street lighting in its inventory and such change has relevance to the classes of street lights used by the Municipality, then the Company shall provide one (1) year's prior written notice to the Municipality of its intention to effect such a change and will use its commercially reasonable good faith efforts to determine appropriate alternative sources of such equipment, and arrangements for the associated maintenance, for the Municipality; and
- B. a change in the classifications of what constitutes standard street lighting in the Company's inventory arises as a result of the actions of any third party and such change has relevance to the classes of street lights used by the Municipality, then forthwith upon becoming aware that such a change is forthcoming, the Company shall provide notice to the Municipality of the forthcoming change and will use its commercially reasonable good faith efforts to determine reasonable alternatives for such equipment, and arrangements for the associated maintenance, for the Municipality.

ii) If:

- A. the Municipality requests street lighting that is not part of the standard offering of the Company at the time;
- B. the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable request, has ceased to be part of the standard street lighting offering of the Company; or

- C. the Municipality converts nonstandard street lighting that is not part of the standard offering of the Company at the time to investment option rate street lighting under Article 11c) below;

then the Municipality will be required to enter into a non-standard lighting agreement with the Company, which form of agreement is referenced on the Company's website or in the Company's street lighting catalogue. For such non-standard lighting, the Company will not be responsible for paying a credit under Article 1b) of Schedule "C" to the Municipality to the extent that a delay in replacing the burnt out light is outside of the reasonable control of the Company, including any delay resulting from the failure by the Municipality to carry replacement parts for non-standard lighting.

The Company shall not be required to install any non-standard street lighting that does not meet the Company's minimum specifications for street lighting, and such street lighting must be metered and owned, installed and operated by the Municipality.

The time periods and deadlines contained in Schedule "C" shall be extended for investment-rate, non-standard street lighting for the period of time, if any, the Company is waiting for receipt of non-standard equipment, supplies and materials from the Municipality.

b) No-Investment Option Rate

The Company and Municipality agree that all new street lighting provided, and any Municipality-requested relocation of any no-investment option rate street lighting, after the date of this Agreement will be provided or relocated, as the case may be, on the basis of the investment option rate. For no-investment option rate street lighting, the Company agrees to maintain street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for no-investment option rate street lighting. This Commission-approved rate does not include an allowance for the replacement of no-investment option rate street lighting.

c) Conversion of No-Investment Rate to Investment Option Rate

The Municipality has the option to convert all street lighting on the Company no-investment option street light rate to the Company investment option rate upon providing sixty (60) days written notice to the Company. Where such option is exercised, the Municipality has the right to obtain the Company investment for such street lighting up to the maximum Commission-approved Company investment levels for such street lighting. For the purpose of clarity, any calculation of "Commission-approved Company investment level" for street lighting in this Agreement shall be determined at the time of conversion of the applicable street lighting. The investment for street lighting shall be calculated according to the following formula:

$$A \times (1 - N/30)$$

Where:

A = the maximum allowable Commission-approved Company investment level per street light; and

N = the age of the street light in years.

The Company will invest in all, but, unless otherwise decided by the Company in its sole discretion, not less than all, no-investment option street lighting within the Municipal Service Area that is converted to the investment option rate.

The Company, in consultation with the Municipality, may use the average age of street lights and the average contributions made by the Municipality in calculating refunds.

Once all the street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company shall provide and maintain such street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for investment street lighting, and as set out in Schedule "C" of this Agreement.

d) Street Light Rates

The distribution rates charged by the Company to the Municipality for street lighting shall include only those costs and expenses that pertain to street lighting facilities all at rates approved by the Commission. Other terms and conditions for non-standard street lighting are outlined in the non-standard street lighting agreement between the Company and the Municipality.

e) Municipality Owned Street Lighting

Notwithstanding any other provision of this Article, it is understood and agreed that the Municipality shall have the right to own street lighting and to pay the applicable rate, recognizing the Municipality's ownership.

In such cases where the Municipality owns its street lighting, the Municipality agrees that:

- i) it will bear sole and full responsibility for any liability resulting therefrom and for properly operating, servicing, maintaining, insuring and replacing such street lighting in accordance with good and safe electrical operating practices;
- ii) such street lighting is not to form part of the Distribution System and shall be capable of being isolated from the Distribution System; and
- iii) such street lighting will be separately metered, provided that this provision will not necessarily require individual street lights to be separately metered.

f) Street Light Inventory

The Company and the Municipality agree to meet annually to discuss and exchange information relating to street light facilities owned by each Party. The Company shall have the right, but not the obligation, to mark street lighting facilities owned by the Municipality. The form and place of marking used by the Company to mark street light facilities owned by the Municipality shall first be approved in writing by the Municipality, who shall act reasonably in granting or denying such approval.

Within twelve (12) months of any request by the Municipality, the Company shall provide to the Municipality an inventory of all street lighting facilities within the Municipal Service Area detailing those that:

- i) form part of the Distribution System owned by the Company, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise; and
- ii) are a dedicated street light facility, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise.

The inventory shall indicate which street lights are at the investment option rate or the no-investment option rate. Any changes to inventory will be updated on an annual basis. The Company will also conduct a Detailed Street Light Patrol and will update the inventory of street lighting facilities within the Municipality after completion of the patrol.

g) Detailed Street Light Patrol

Detailed Street Light Patrols shall include an inspection of each Company-owned street light as well as audit services to verify the quantity, wattage, rate, and ownership of such street lights. Any changes identified during the inspection or audit, in comparison to the then most recently completed previous audit, will be noted and the street light records will be updated after completion of the patrol. It should be noted that a Municipality with multiple street light circuits may not all be audited within the same calendar year, however, all street light circuits will be inspected and audited within the street light patrol cycle. Metered street lights owned by the Municipality will not be part of the Detailed Street Light Patrol and the Municipality is responsible for inspecting its own street lights. Upon request, the Company shall provide to the Municipality a list of the standard street light offerings of the Company at the time of the request.

As of the date of this Agreement, Detailed Street Light Patrols will be conducted by the Company on a seven to nine year cycle. In the event that the Company wishes to change the scheduling of this cycle, no such change in schedule will be effective without:

- i) the Company having provided the Municipality with prior notice of its intention to effect any such change; and
- ii) the Municipality having a reasonable amount of time to challenge such change before the Commission, if the Municipality wishes to do so.

12) INCREASE IN MUNICIPAL BOUNDARIES

Where the Municipal Service Area is increased through annexation or otherwise by:

- a) 640 acres or more; or
- b) less than 640 acres, but where such annexation or other increase constitutes at least 25% of the then current area;

the Municipality shall have the right to:

- i) purchase the portion of the Distribution System within the increased area provided that the Municipality gives notice in writing to the Company of its intention to purchase within ninety (90) days of the effective date of the increase in area. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination;
- ii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area, except that, and subject to Commission approval, the Municipality may require the Company to charge the Consumers within the increased area a different franchise fee percentage; or
- iii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or otherwise, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area. In the event that the Municipality increases its area and the result is that a third party (including an REA) owns, operates or controls any existing electrical distribution facilities or lighting within the newly increased area, the Municipality agrees that it will support the Company's efforts to purchase the electrical distribution facilities or, to the extent that it has the authority to do so, otherwise require such third party to sell such facilities to the Company, unless the Municipality otherwise exercises its rights under this Article, however, nothing in this

Article will require the Municipality to take any action which will directly prevent the annexation from being approved.

Where the Municipality increases its area through annexation or otherwise, the Company shall be responsible for all reasonable external legal costs, fees and disbursements incurred by a Municipality in its efforts to have any electrical distribution facilities sold to the Company by any third party owner.

13) RIGHT OF FIRST REFUSAL TO PURCHASE

- a) If during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of or purchase the Distribution System which the Company is willing to accept, then the Company shall promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality shall during the next ninety (90) days, have the right of first refusal to operate, take control of or purchase the Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.
- b) This right of first refusal only applies where the offer pertains to the Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM

a) Municipal Approval

Before undertaking any Major Work or in any case in which the Municipality specifically requests any Major Work, the Company will submit to and obtain the approval from the Municipality, or its authorized officers, of the Plans and Specifications for the proposed Major Work and its location. Approval by the Municipality shall not signify approval of the structural design or the ability of the Work to perform the function for which it was intended. The Company agrees that the Municipality may use such Plans and Specifications for any other proper municipal purpose provided that it shall not use such Plans and Specifications for any purpose or in any manner that may reasonably have an adverse effect on the Company without first obtaining the prior written consent of the Company, such consent not to be unreasonably withheld.

In the event that the Municipality uses such Plans and Specifications for any purposes whatsoever other than for the granting of an approval under this Article, the Municipality acknowledges and agrees that the Company shall not be liable for any liability, actions, demands, claims, damages, losses and expenses (including all legal fees, costs and disbursements) whatsoever as a result of the Municipality's use of or reliance upon such Plans and Specifications.

For greater clarity, the Municipality acknowledges that the Company does not represent, warrant or guarantee the accuracy of the Plans and Specifications provided to the Municipality under this Article for any purpose other than enabling the Municipality to conduct its approval process in accordance with this Article. Prior to commencing any Work, the Company shall obtain such other permits as are required by the Municipality.

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

For the purposes of obtaining the approval of the Municipality for Major Work under this Agreement, the Company will provide the Municipality with the Plans and Specifications for the proposed Major Work in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System. Notwithstanding anything to the contrary that may be contained in any approvals granted under this Agreement, as liability and indemnification are dealt with under the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, the Company and the Municipality agree that any approval granted under this Agreement that incorporates an indemnity provision different than the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, shall, to the extent necessary to eliminate such difference, be deemed to be rejected and shall form no part of the agreement between the Company and the Municipality regarding the subject matter of this Agreement unless such approval:

- i) explicitly amends the liability and indemnification provisions of this Agreement, wherein this Agreement is specifically referenced as being superseded; and
- ii) is accepted in writing by both Parties. In addition, for the purpose of clarity, any approval granted under this Agreement shall be subject to the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement.

b) Restoration of Municipal Property

The Company agrees that when it or any agent employed by it undertakes any Work on any Municipal Property, the Company shall complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, the Company shall forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear and to the satisfaction of the Municipality acting reasonably. The Company shall, where reasonable and prudent, locate its poles, wires, conduits and cables down, through and along lanes in preference to streets.

The Company further covenants that it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company shall use commercially reasonable efforts to not interfere with existing Municipal Property. If the Company causes damage to any existing Municipal Property during the performance of any Work, it shall cause such damage to be repaired at its own cost to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear.

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

c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Distribution System are of an urgent nature because of safety concerns or because reliability is materially compromised or potentially materially compromised, the Company shall be entitled to conduct such repairs or maintenance as are commercially reasonable, without prior notice to the Municipality, on the understanding and agreement that the Company will provide written or verbal notice to the Municipality as soon as practicable, and in any event no later than seventy-two (72) hours after the repairs are commenced.

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

d) Company to Obtain Approvals from Other Utilities

The Company shall be solely responsible for locating, or causing to be located, all existing utilities or utility lines on or adjacent to the work site. The Company shall notify all other utility asset operators and ensure that utilities and utility lines are staked prior to commencement of construction. Unless the Municipality has staked such utility assets and lines, staking shall not be deemed to be a representation or warranty by the Municipality that the utility assets or lines are located as staked. The Municipality shall not be responsible for any damage caused by the Company to any utility assets or any third party as a result of the Company's Work, unless the Municipality has improperly staked the utility assets or lines. Approval must be

obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

e) Revised Plans and Specifications

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

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

f) Approvals

Where any approvals are required to be obtained from either Party under this Article, such approvals shall not be unreasonably withheld. Where an approval is requested from a Party under this Article, an approval, or a disapproval along with a reasonable explanation of the disapproval, or, at a minimum, the reasons for the delay shall be communicated to the other Party within ten (10) business days of receipt of the request for an approval.

15) RESPONSIBILITIES FOR COST OF RELOCATIONS

- a) Subject to Article 15b), upon receipt of one (1) year's notice from the Municipality, the Company shall, at its own expense, relocate to, on, above or below Municipal Property such part of the Distribution System that is located on Municipal Property as may be required by the Municipality due to planned Municipal construction.
- b) The cost of any relocations referred to in Article 15a) shall be recovered on a specific municipal based rider or any other method approved by the Commission, or if such a rider or other method is not approved by the Commission, the Municipality shall be responsible for such costs. In order to encourage the orderly development of Municipal facilities and the Distribution System, the Municipality and the Company agree that they will meet regularly to:
 - i) review the long-term facility plans of the Municipality and the Company;
 - ii) determine the time requirements for final design specifications for each relocation; and
 - iii) determine the increased notice period that may be required beyond one (1) year for major relocations.

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

If the Company fails to complete the relocation of the Distribution System in accordance with the preceding paragraph, or fails to repair or do anything else required by the Company pursuant to this clause in a timely and expeditious manner to the satisfaction of the Municipality, acting reasonably, the Municipality, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to, but is not obligated to, seek an order of specific performance to require the Company to complete the work.

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

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

16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE

At no cost to the Municipality, with the exception of customer contributions, the Company shall, at its sole cost and expense, on a timely basis and pursuant to its Terms and Conditions, use its best efforts on a commercially reasonable basis to meet the Distribution System expansion requests of the Municipality or a Consumer, and provide the requisite facilities for connections for new Consumers to the Distribution System.

For the purposes of this Agreement, and subject to Schedules "B" and "C", it is understood and agreed that the Municipality cannot insist on relocating or upgrading any overhead lines to an underground service, if there is a less expensive or more practical solution. If there is not a less expensive or more practical solution, the Municipality and the Company will meet to negotiate suitable arrangements.

17) JOINT USE OF DISTRIBUTION SYSTEM

a) Municipal Use

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the Distribution System by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the Distribution System of the Company for any reasonable municipal purpose (that is not commercial in nature or that could reasonably adversely affect the Company's exclusive franchise, as granted by the Municipality under this Agreement), at no charge by the Company to the Municipality, provided at all times that such use complies with the intended use.

The Municipality is responsible for its own costs, for the costs of removing any signage or repairing any of the facilities of the Company, and any necessary and reasonable costs incurred by the Company, including the costs of any alterations that may be required in using the poles and conduits of the Company.

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the rights of way by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the rights of way of the Municipality, at no charge by the Company to the Municipality, provided at all times that such use of the rights of way complies with the intended use.

The Company agrees to act reasonably and in a timely manner in making its determination above. Where a request is made by a Municipality to the Company under this Article 17a), the confirmation, the inability to provide a confirmation along with a reasonable explanation of the reasons why a confirmation cannot be provided, or the reasons for the delay shall, at a minimum, be communicated to the Municipality within five (5) business days of receipt of the request.

b) Third Party Use and Notice

The Company agrees that should any third party, including other utilities, desire to jointly use the Company's poles, conduits or trenches or related parts of the Distribution System, the Company shall not grant the third party joint use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees that the following procedure shall be used in granting permission to third parties desiring joint use of the Distribution System:

- i) first, the third party shall be directed to approach the Company to initially request conditional approval from the Company to use that part of the Distribution System it seeks to use;
- ii) second, upon receiving written conditional approval from the Company, the third party shall be directed to approach the Municipality to obtain its written approval to jointly use that part of the Distribution System on any Municipal Property or right-of-way; and
- iii) third, upon receiving written conditional approval from the Municipality, the third party shall be directed to obtain final written approval from the Company to jointly use that part of the Distribution System.

Providing the Company has not precluded the Municipality's ability to obtain compensation or has entered restrictive agreements with any third parties using any Municipal Property, the Municipality agrees that the procedure outlined above shall apply only to agreements made after January 1, 2011.

c) Cooperation

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in any negotiations with third parties desiring joint use of any part of the Distribution System located on Municipal Property.

d) Payment

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

The compensation paid or to be paid by such third party to the Company for the joint use of its poles, conduits or related parts of the Distribution System shall be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality’s right to intervene in any related regulatory proceeding.

e) Provision of Agreements

Upon request by the Municipality, the Company shall provide to the Municipality a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System. The Company shall be entitled to redact:

- i) any confidential or proprietary information of the Company or the third party; and
- ii) such information that it reasonably determines to be of a commercially or competitively sensitive nature, from any such copy provided.

An inventory listing of these agreements shall be updated by the Company and provided to the Municipality upon request and at no cost to the Municipality. The Municipality agrees that the requirement to provide the Municipality with a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System outlined above shall apply only to agreements made after January 1, 2001.

The Company acknowledges that it does not have the authority to allow nor to grant to any third party the right to use any right-of-way that the Municipality authorized the Company to-use.

f) Compensation for Costs

Subject to Article 17c), in the event that either Party to this Agreement is required by law to appear before any applicable regulatory authority, including the Canadian Radio-television and Telecommunications Commission (“CRTC”), the Commission, or a court of law, as a direct result of the actions of the other Party (the “Denying Party”) relating to the denial of use to a third party of any part of the Distribution System, then the Denying Party shall pay all reasonable and necessary legal costs incurred by the other Party that are directly related to any such regulatory or judicial proceeding.

18) MUNICIPALITY AS RETAILER

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

19) RECIPROCAL INDEMNIFICATION AND LIABILITY

- a) It is intended that this provision create reciprocal rights and obligations between the Company and the Municipality.
- b) The Company, as an owner of the Distribution System, is provided liability protections under the EUA, and nothing in this Agreement is intended to abrogate, alter or diminish the liability protections granted to the Company under the EUA. The Company further acknowledges and agrees that the liability protection provisions, if any, under the EUA shall apply, with the necessary changes, to the Municipality with reciprocal rights thereunder.
- c) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
 - i) any breach by the Company of any of the provisions of this Agreement; or
 - ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- d) The Municipality shall indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:
 - i) any breach by the Municipality of any of the provisions of this Agreement; or
 - ii) the negligence or wilful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, that has a direct adverse effect on the Electric Distribution Service of the Company.
- e) In accordance with the liability protections under the EUA, notwithstanding anything to the contrary herein contained, in no event shall the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any loss or damage

other than direct loss or damage, howsoever caused or contributed to. For the purpose of this Article, "direct loss or damage" does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special or consequential loss or damage whatsoever, arising out of or in any way connected with this Agreement or the actions or omissions of the Company or the Municipality.

20) ASSIGNMENT

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

The Company agrees to provide the Municipality with reasonable prior written notice of a sale of the Distribution System to a third party purchaser. The Parties shall thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of this Agreement.

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

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company shall be entitled to assign this Agreement to an arm's length third party purchaser of the Distribution System without the consent of the Municipality, subject to having obtained the Commission's approval for the sale of the Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the Commission approves such sale of the Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement, the Company shall be released from all its liabilities and obligations hereunder.

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

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, shall provide written notice to the Municipality indicating that it will assume all liabilities and obligations of the Company under this Agreement. Any disputes arising under the operation of this Article shall be submitted to the Commission for determination.

21) NOTICES

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

a) To the Company:

ATCO Electric Ltd.
Address: P.O. Box 2426, 10035-105 Street
Edmonton, Alberta, T5J 2V6
Facsimile: 780-420-7400
Attention: Director Distribution Operations

b) To the Municipality:

Town of Drumheller
Address: 224 Centre Street,
Drumheller, Alberta, T0J 0Y4
Facsimile: 403-823-6300
Attention: Chief Administrative Officer

c) The date of receipt of any such notice as given above shall be deemed to be as follows:

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

22) DISPUTE SETTLEMENT

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

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

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

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

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

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

23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE

Subject to its Distribution Tariff, the Company shall use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of

Electric Distribution Service to any consumer. However, the Company reserves the right to do so for any one of the following reasons:

- a) Where the Company is required to effect necessary repairs or changes to the Distribution System;
- b) On account of or to prevent fraud or abuse of the Distribution System;
- c) On account of defective wiring or other similar condition which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where insufficient energy or power is available for distribution by the Company to a consumer; or
- e) Where required by a retailer, due to non-payment of power bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Electric Distribution Service, it shall notify the Municipality as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Electric Distribution Service, the Company shall provide verbal notice to the Municipality as soon as is practicable in the circumstances.

24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

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

25) FORCE MAJEURE

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

26) TERMS AND CONDITIONS

The Terms and Conditions that apply to the Company and are approved by the Commission, as revised or amended from time to time by the Commission, shall apply to the Municipality.

27) NOT EXCLUSIVE AGAINST HER MAJESTY

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

28) SEVERABILITY

If for any reason any covenant or agreement contained in this Agreement, or the application thereof to any Party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or agreement will be deemed to be independent of the remainder of this Agreement and to be severable and divisible from this Agreement. The invalidity, unenforceability or illegality will not affect, impair or invalidate the remainder of this Agreement or any part thereof. The intention of the Municipality and the Company is that this Agreement would have been executed without reference to any portion which may, for any reason and extent, be declared or held invalid, unenforceable or illegal.

29) AMENDMENTS

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

30) DISSOLUTION

In the event that the Municipality intends or resolves to dissolve:

- a) this Agreement shall be assigned to the successor governing authority to the Municipal Service Area;
- b) subject to an agreement to the contrary between the Company and the successor party, the Municipal Service Area of the Municipality as at the date of dissolution shall thereafter be the Municipal Service Area of the successor party for the purposes of this Agreement; and
- c) the rights and obligations contained herein shall otherwise continue and shall be binding upon the Company and the successor party.

31) WAIVER

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party’s rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

32) CONFIDENTIALITY

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

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

TOWN OF DRUMHELLER

PER: _____
Mayor

PER: _____
Chief Administrative Officer

ATCO Electric Ltd.

PER: _____
Sr. Vice President & General Manager,
Transmission and Distribution

PER: _____
Director, Distribution Operations

SCHEDULE "A"

Core Services

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

- 1) The Electric Distribution Service required to be provided by the Company pursuant to the Company's Distribution Tariff, the EUA, any regulations thereto, and any Commission orders and decisions;
- 2) The Company shall provide to the Municipality, on request, copies of any and all Electric Distribution Service related written information or reports required to be filed with the Commission, with the exception of responses to questions from interveners or the Commission related to rate hearings. A list of service area wide distribution services related measures requested by the Commission could include:
 - a) The results of customer satisfaction surveys relating to the services provided by the Company;
 - b) The indices of system reliability;
 - c) The responses to notification of outages and hazards;
 - d) Call Centre targets and statistics as related to the services provided by the Company;
 - e) Consumer connect service and disconnect service statistics;
 - f) Meter reading frequency and accuracy statistics;
 - g) Consumer complaints related to the services provided by the Company; and
 - h) Employee safety statistics.

Notwithstanding the above, should the Company implement Commission approved Performance Based Regulation ("PBR"), it will provide the Municipality, on request, the results of the Performance Standards as set out in the PBR.

- 3) The Company shall provide to the Municipality, upon request, an annual report on the following standards specific to the Municipality:
 - a) Reliability measures, to the extent that distribution feeders are an appropriate indicator of the overall reliability for the Municipality. In some cases, the distribution feeder information will be an appropriate indicator of the overall reliability in a Municipal Service Area. In other cases, where the distribution feeder serves customers outside of the Municipal Service Area, it may not be appropriate indicator;
 - b) The total number of outages, by distribution feeder, for each of the preceding three (3) years;

- c) The average duration of the outages, by distribution feeder, for each of the preceding three (3) years;
- d) Street light performance, as discussed in Schedule "C";
- e) Subject to any applicable privacy legislation, the Code of Conduct Regulation under the EUA, or other rules prohibiting or restricting such disclosure, a spreadsheet listing:
 - i) The total number of sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - ii) The total number of Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - iii) The total kWh of electricity consumed by Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - iv) The total kWh of electricity consumed at Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - v) The franchise fee revenue collected from Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - vi) The franchise fee revenue collected from the Municipality from sites the Municipality owns within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years; and
 - vii) Such other information as may be agreed upon by the Parties from time to time, and
- f) A copy of the Annual Service Quality Report as provided by the Company to the Commission as per Rule 2 which provides overall company Service Reliability Measures and Customer Satisfaction Measures.

Where privacy legislation, the Code of Conduct Regulation under the EUA, or other rules under the EUA prohibiting such disclosure prevent the Company from providing the information above, the Company shall make reasonable attempts to aggregate the information by aggregating rate classes in order to comply with the applicable rules, but shall not be obligated to provide such aggregated information if the Company does not believe such aggregation will allow the Company to comply with the applicable rules.

In the event that the service levels indicated in the Annual Service Quality Report referred to in Section 3f) of this Schedule A show deterioration to the extent that the Municipality or Municipal Service Area is materially adversely impacted, the Municipality shall contact its appropriate Company representative in an effort to remedy any identified deficiencies. If such discussions are not successful in addressing the Municipality's concerns, the Municipality shall then contact senior management of the Company to determine appropriate solutions.

Initials

SCHEDULE "B"

Extra Services

- 1) Where the Municipality requests Extra Services, the Company will provide its applicable operations and maintenance standards for Distribution System field services.
- 2) If the Company and the Municipality agree that the Company will provide Extra Services requested by the Municipality, the Parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.
- 3) In consideration for the provision of the Extra Services, the Municipality shall pay to the Company the sum of ____ (amount dependent on Extra Services requested) ____ (\$_____.00) which may be deducted from the franchise fee.
- 4) Annually, the Company shall provide a written report to the Municipality, outlining the actual performance of the Extra Services provided and the related costs for each service for the Municipality to assess if the performance standards have been met.
- 5) Nothing in this Agreement precludes the Company from subcontracting with the Municipality to provide all or any part of the Extra Services to the Municipality.

No Extra Services requested as of the effective date of this Agreement

Initials

SCHEDULE “C”

Street Lighting

- 1) As set out in Article 11c) of this Agreement, once all street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company agrees to provide the following services for street lighting within the Municipal Service Area as part of its Core Services:
- a) **Lights-out Patrols:** On a monthly basis, during the time period of September 15th to May 15th, the Company will conduct a “lights-out” street light patrol to identify lights that are not working. Formal street light patrols will not be conducted during the summer months; however, normal reporting and replacement procedures will be maintained.
 - b) **Lights-out:** The Company will replace or repair a failed light identified in its patrol or reported by customers, within two (2) weeks. If the reported light is not replaced or repaired within two (2) weeks, the Company will provide a two (2) month credit to the Municipality based on the rate in the Distribution Tariff for the failed lights. Such two (2) month credit shall continue to apply for each subsequent two (2) week period during which the same failed light(s) have not been replaced. The Company agrees to use good faith commercially reasonable efforts to replace or repair:
 - i) failed street lights at critical locations; or
 - ii) failed street lighting circuits at any location, as the case may be, as soon as possible. The location of the critical street lights will be agreed to by both Parties.
 - c) **Underground Breaks:** As a minimum, the Company will provide a temporary overhead repair within two (2) weeks of an identified or reported outage. Underground breaks identified during the summer months of April 15th to September 15th will be repaired (underground) by October 31st of the current summer construction period. A permanent repair will be made by October 31st of the next year if the outage is identified between the winter months of September 15th to April 15th.
 - d) **Street light Painting:** The Company will provide a regular street light “painting” patrol as part of its Street light inspection program. The Municipality may request that it participates in select street light inspection patrols and may review the results of the street light inspection program. Street lights that are identified as requiring immediate work through the Street light inspection program will be re-painted by October 31st of the next maintenance season.

- e) **Street light Pole Test Program:** Street lights will be tested at least every nine (9) years as part of the Company’s Pole Test Program. This program will identify poles that need to be replaced and those that should be treated. This replacement and treatment work will be completed by October 31st of the next summer maintenance season.
 - f) **Street light Patrols:** The Company will include regular street light inspection patrols as part of its inspection of equipment and lines, as specified in the Alberta Electrical Utility Code.
- 2) On an annual basis, the Company will provide the Municipality with:
- i) the number of “lights-out” identified from the street light patrols;
 - ii) the number of temporary overhead repairs of street lights at year-end; and
 - iii) the number of permanent underground repairs of street lights made during the year.

**Town of Drumheller
REQUEST FOR DECISION**



TITLE:	VALLEY AUTO RECYCLERS LAND SALE – SUBDIVISION & CONSOLIDATION TIME EXTENSION REQUEST
DATE:	August 15, 2018
PRESENTED BY:	Darryl Drohomerski, C.E.T., CAO
ATTACHMENT:	Resolution and Drawing

SUMMARY

The Town of Drumheller agreed to sell about an acre of land to Valley Recyclers. They have paid the Town the agreed upon price. This required subdivision approval and consolidation was approved by Palliser Regional Planning Commission (File:80/114) but the time limit for their approval has expired. Hunter Surveys has registered the legal access easement to these lands however a time extension is required to complete the conditions of the subdivision approval. Palliser has advised that a time extension can only be granted by Council.

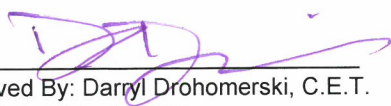
RECOMMENDATION:

That Council grant Bill Hunter's request for a time extension in order to complete the final approval process and subsequent registration of this subdivision and related documents in the Land Titles Office.

MOTION:

As attached.

Prepared By: Linda Handy
Executive Assistant



Approved By: Darryl Drohomerski, C.E.T.
Chief Administrative Officer

RESOLUTION BY TOWN OF DRUMHELLER

RE: SUBDIVISION-CONSOLIDATION TIME EXTENSION

WHEREAS: The Town of Drumheller agreed to sell a parcel of land (approximately one acre) to Valley Auto Recyclers Ltd. subject to it being consolidated with their adjacent lands,

AND WHEREAS: Valley Auto Recyclers Ltd. has paid the Town of Drumheller the agreed upon price;

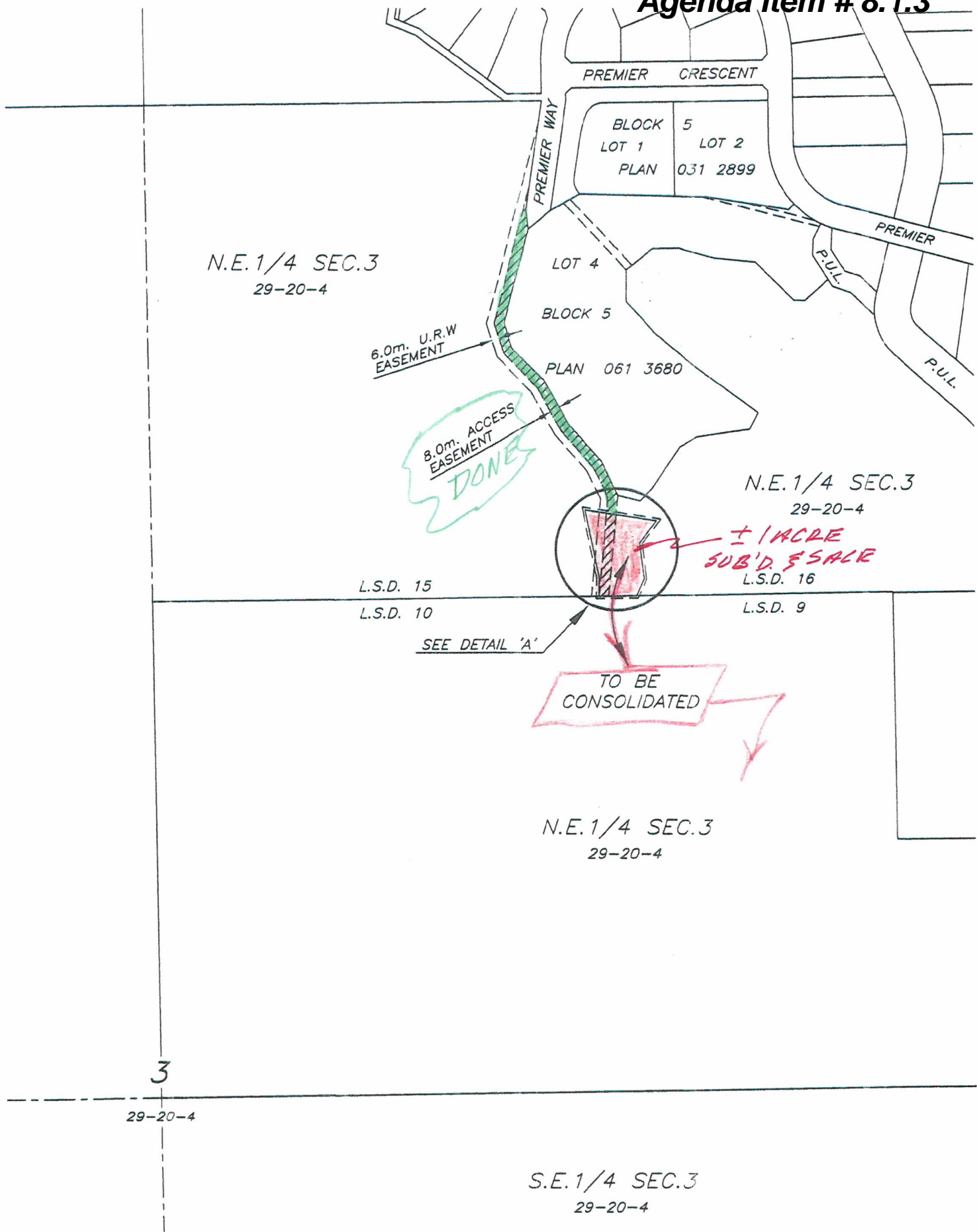
AND WHEREAS: Legal access by way of an access easement was required to be provided to these lands which has now been completed;

AND WHEREAS: Subdivision approval was obtained from the Town's Subdivision Approving Authority; Palliser Regional Municipal Services (File: 80/114) but the approved time period has expired;

AND WHEREAS: Although Palliser Regional Municipal Services is willing to grant a time extension to their subdivision approval they find time extensions require the approval of the Council of The Town of Drumheller;

NOW THEREFORE: The Council of The Town of Drumheller enacts this resolution and directs Palliser Regional Municipal Services to extend the time period of their approval of subdivision File: 80/114 to 15 October 2018 to allow time to complete the final approval process and subsequent registration of this subdivision and related documents in the Land Titles Office.

Agenda Item # 8.1.3





**Town of Drumheller
REQUEST FOR DECISION**

TITLE:	Drumheller Cemetery Expansion (Phase 3)
DATE:	August 20, 2018
PRESENTED BY:	Armia Mikhael

SUMMARY

On May 11, 2018 the Drumheller Cemetery Expansion (Phase 3) project was tendered out and posted on the Town website and on the Alberta Purchasing Connection. The opportunity was closed on May 24, 2018 at 2:00 pm with a total of six tenders received.

Northridge Contracting Ltd. submitted the lowest bid for the amount of **\$ 130,900.00**.

DISCUSSION:

The 2018 Capital Budget has allocated a total of **\$150,000.00** for this phase 3 cemetery expansion project. At the time, the budget was based on a cost estimate for construction and didn't include monies for engineering or other requirements indicated below:

- Paleontological Historical Assessment
- Paleontological Monitoring Program during construction
- Engineering

Based on what we have already spent, the quotes we have received for the Contract Administration and the Paleontological Monitoring Program in addition to a **\$15,000.00** project contingency, the total anticipated cost of the project will be **\$180,000.00**.

STRATEGIC POLICY ALIGNMENT:

The existing cemetery is running out of burial plots and there is a need for this cemetery expansion project in order to accommodate the anticipated need for additional plots in the future.

COMMUNICATION PLAN:

A letter of award will be sent to the successful bidder, and letters of non-award will be sent to the unsuccessful bidders. Additionally, the proposal results to be published on the Town website and the Alberta Purchasing Connection website.

FINANCIAL IMPACT:

The 2018 Capital Budget has allocated a total of \$150,000.00 for this project. By awarding this work to the lowest bidder (Northridge Contracting Ltd.) plus the additional required expenditure in a total of \$180,000.00, the budget would be over by \$30,000.00. There is money available in the Facility Reserve to accommodate this over expenditure.

RECOMMENDATION:

It is our recommendation that the budget for the Drumheller Cemetery Expansion (Phase 3) project to be increased by the amount of \$30,000.00 and the tender be awarded to Northridge Contracting Ltd. for the amount of **\$ 130,900.00** excluding GST.

MOTION: Councillor _____

Moves that the budget of the Drumheller Cemetery Expansion (Phase 3) project be increased by the amount of \$30,000.00 (which will be coming out of reserves) and tender be awarded to Northridge Contracting Ltd. for the amount of **\$ 130,900.00** excluding GST.

Seconder: _____



Prepared By: Armia Mikhael, B. Eng
Director of Infrastructure Services



Approved By: Darryl E. Drohomerski
Chief Administrative Officer



**Town of Drumheller
REQUEST FOR DECISION**

TITLE:	Elected Official Remuneration Review Task Force - Terms of Reference and Member Appointments
DATE:	August 15, 2018
PRESENTED BY:	Barbara Miller, CPA, CGA, CLGM
ATTACHMENT:	Terms of Reference Council Wages Reference Council Wages Policy C-04-14 (as amended)

SUMMARY

Administration is seeking approval of the amended Terms of Reference Council Wages and the appointment of an independent committee to conduct a review of Policy C-04-14 known as the Remuneration and Expense Allowance for Mayor and Council

BACKGROUND

Policy Article No. 2.0 Remuneration Review reads that

“Following a General Municipal Election, Council shall appoint an independent committee composed of Drumheller residents to review this policy and report back to Council with recommendations. The appointment of the committee and the committee’s report shall be completed within one (1) year following a General Municipal Election.”

The 2017 General Municipal Election was held on October 16th. With September nearing, it is necessary for council to consider appointment of the committee members in order to allow the time needed by the committee to conduct research, determine recommendations and report back to council within the parameters outlined within the policy.

Included for approval is a Draft – Terms of Reference Council Wage – Amended that will provide Task Force Members with the necessary guidance to meet their objective.

RECOMMENDATION:

Administration recommends two motions:

- the adoption of the amended Terms of Reference; and
- the appointment of the following applicants to the Elected Official Remuneration Review Task Force: Bob Sheddy, Robert Jackson, Eileen Lefley, Denise Lines, BJ Gallagher and Dwyn-Anne Appleton

DISCUSSION (OPTIONS / BENEFITS / DISADVANTAGES):

The applicants identified bring experience

FINANCIAL IMPACT:

There is no financial impact as a result of task force appointments until such time as any/all recommendations presented by the task force, are adopted by council.

STRATEGIC POLICY ALIGNMENT:

Effective governance is a key success factor. Offering fair and equitable compensation reflective of the commitment required of elected officials ensures adequate interest at election time.

COMMUNICATION PLAN:

The report prepared by the Task Force, once received for information by council, will be made available on the Towns website. Further, Policy No. C04-14(as amended) which is readily available for review on Drumheller Civicweb and through a link on our website, will be amended to reflect any recommendations adopted.

Move to approve the Elected Official Remuneration Review Task Force Terms of Reference as amended.

Move to appoint Bob Sheddy, Robert Jackson, Eileen Lefley, Denise Lines, BJ Gallagher and Dwyn-Anne Appleton to the Elected Officials Remuneration Review Task Force for a term ending November 1, 2018.

Barbara Miller

Prepared By:

Reviewed By:


Approved By: Darryl Drohomerski
Chief Administrative Officer

ELECTED OFFICIAL REMUNERATION REVIEW TASK FORCE

Terms of Reference

The Town of Drumheller is initiating a review of the remuneration received by elected officials for carrying out their duties as elected officials. An impartial public committee representing The Town of Drumheller interests will be established to provide input for this review. Guidelines for the Task Force and the review process are set out in the following terms of reference.

PART 1 Purpose and Definitions
--

Purpose of Review:

To review the current remuneration structure and the competitiveness of total remuneration for elected officials at the Town of Drumheller and to ensure fair and equitable compensation that attracts a high caliber of candidates to represent the Municipality.

To achieve this purpose an independent public advisory task force will be established to

1. conduct a review of elected officials current total remuneration and benefits
2. provide recommendation for changes in the existing remuneration package

Definitions:

“Chair” means the head of the Task Force.

“Municipality” means the Town of Drumheller.

“Chief Administrative Officer or CAO” means the person appointed as Chief Administrative Officer for the Municipality or designate.

“Task Force” means the Elected Official Remuneration Review public advisory appointed by Council.

“Council” means the Town of Drumheller

“Municipal Government Act” means the current Municipal Government Act in the Province of Alberta.

“Province” means the Province of Alberta

“Benefits” means group health, dental, life insurance and pension contribution and the current cost sharing of premiums under those plans.

“Training” means tuition and expenses for courses or fees paid for conferences related to the duties of members of Council

“**Allowances**” means taxable allowances for travel and general expenses.

“**Per Diems**” means daily rates paid for attending meetings

“**Total Remuneration**” means base pay, travel or general expense allowances, meeting per diem, benefits, training, perquisites, and any other form of compensation deemed appropriate.

“**Elected Officials**” means Mayor and Councillors of the Town of Drumheller.

PART 2 Task Force Function and Scope Work

Task Force Function:

The role of the Task Force:

- To review factors and information related to the elected officials roles and responsibility
- To review all remuneration including base pay, travel or general expense allowances, per diems, benefits, training, perquisites, and any form of compensation deemed appropriate
- To determine the reasonableness of the current type and level of compensation in relations to the elected officials responsibilities and duties
- If the current remuneration or remuneration structure is inappropriate, to recommend changes for 2019 and each remaining year of the current election term.

In developing its recommendations regarding the total compensation package for elected officials, the Task Force will adhere to the following guiding principals:

- Provide adequate compensation to attract a full range of citizens representing a cross section of the community demographics, as candidates for public office.
- Reflect the responsibilities, time commitments and accountability associated with the position.
- Reflect the Municipality’s fiscal and corporate objectives.
- Enable compensation adjustments to be made on a prudent and regular basis.

The Task Force shall prepare a written report confirming its recommendations in respect of the total remuneration package for Council by October 9th, 2018.

Scope of Work

Factors to Consider

The Elected Official Remuneration Task Force is encouraged to undertake any investigative reviews it feels would help in determining a fair remuneration package for elected officials. In its review the Task Force may wish to consider the following:

- Council and councillors responsibilities and jurisdiction under the Municipal Government Act.
- Issues and challenges facing the Town of Drumheller and the elected officials.
- Population, size and complexity of operations.

- Time commitments necessary to fulfill elected official responsibilities.
- Number of committees, boards and commissions individual councillors belong to or chair or whose meetings they are required to attend.
- Number of board appointments individual councillors have to external organizations.
- Number of local community organizations which required the councillor's input or involvement.
- Impact of performing councillor duties on full-time employment or business interests.
- Non-compensated "out of pocket" costs to carry out elected official responsibilities.
- Other sources of compensation as a result of fulfilling elected official responsibilities.
- Financial status of the Town of Drumheller.
- Sensitivity and understanding of public concerns respecting government spending.

Assessment of Current Compensation

The Task Force shall assess current compensation levels in relation to:

- Compensation paid to elected officials with comparable workloads and time commitments in other municipalities.
- Compensation paid by private sector and "not for profit" organizations with Boards (or the equivalent) having similar responsibilities if applicable.
- Latest compensation adjustments.
- Municipal, regional, and provincial economic factors.
- Other factors the Task Force considers relevant.

Review and Evaluation Process

In considering relevant factors and assessing current compensation Task Force Members:

- Shall receive a summary of feedback from current elected officials to gain an understanding of the responsibilities and time commitments associated with their position.
- Shall request to interview current elected officials to provide further information and ask questions of the responsibilities and time commitments associated with their position.
- Shall consult with preceding elected officials (one term), organizations, government agencies or other persons Task Force members consider appropriate.
- Provide a report to Council at a public meeting.

<h2>PART 3 Task Force Establishment, Structure, and Procedures</h2>

Task Force Establishment and Structure:

Number of Members

The Task Force shall consist of not more than six members with the Chief Administrative Officer sitting ex officio in an advisory and support capacity

Qualifications

As a group, Task Force members will:

- Represent a broad cross section of community interest (business, residents etc.).
- Have demonstrated experience and/or knowledge of compensation levels in the private and public and private sectors.
- Have some knowledge of the Town of Drumheller's structure and responsibilities (at least one member).
- Members must live or operate a business within the Town of Drumheller boundaries.
- Members will not have any direct affiliation with the Town of Drumheller or its elected officials.
- Members may be a member of any existing board or committee of the Town of Drumheller.

Task Force Selection

Following public advertising, a report will be presented to Council with a summary of submissions from individuals who meet some or all of the above noted qualifications. Council will select Task Force members from among these candidates, ensuring as much as possible that a cross section of relevant interests, knowledge and experience are represented. Members will be appointed until the Task force is terminated. In the event that a member of the Task Force is unable or unwilling to continue to serve as a member for whatever reason, then Council may by resolution appoint a replacement. Task Force members will be appointed by council motion. In the event that an insufficient number of candidates submit applications, the CAO will solicit recommendations from Council for potential applicants.

Task Force Procedure Guidelines

The Task Force will operate in accordance with the following guidelines:

- The Task Force will appoint a Chair from among its members.
- A quorum will be a majority of the members of the Task Force. Members will not have alternates.
- The Task Force will operate on a consensus basis. Where consensus can not be reached decisions will be made according to Robert's Rules of Order.
- The Task Force shall act independently of Council and its individual members. Council will not influence or interfere with the Task Force's review and determination of a fair remuneration package and structure.

PART 4 Finance, Administration and Support
--

Staff and Office Resources

The CAO will appoint Town of Drumheller staff to:

- Provide support information and assist with the research required by the Task Force.
- Take minutes, circulate information and carry out other clerical responsibilities.

The Town of Drumheller staff will serve in an advisory capacity only. No staff member will be entitled to vote at Task Force meetings and will not influence Task Force consensus or voting decisions.

Task Force members will have reasonable access through the CAO, to paper, photocopy, fax machine, and other office equipment.

Any incidental expenses arising from the operation of the Task Force will be funded by the Municipality as approved by the Chief Administrative Officer.

Information Resources

The Town of Drumheller will provide the following information to the Task Force:

- Information on the Town of Drumheller's structure and authority under the Municipal Government Act.
- Information on the Municipalities budget, services and staffing.
- Population and tax base information for the Municipality and comparable Municipalities.
- Current compensation information regarding Elected Official remuneration.
- Other information which the Task Force or the Municipality consider relevant.
- The Task Force will be provided with information from surveys conducted by comparable sized municipalities.

PART 5 GENERAL

The Task Force shall terminate upon acceptance of the Task Force's final report by Council.



DRUMHELLER

CHIEF ADMINISTRATIVE OFFICER



APPLICATION TO SERVE ON TOWN PUBLIC SERVICE BOARDS

Date July 16, 18

Board applied for Council Remuneration Committee

Name of Applicant Bob Sheddy

Full Address Box 2222 Drumheller Postal Code T0J0Y0

Length of Residency in Town 38 yrs

Phone (403) ----- E-mail Address -----

Past Service on Similar Boards Econ Task Force, Tourism Corridor Committee

BRIEF PERSONAL HISTORY (include information which you feel would assist Council in making a decision as to your capabilities to serve on this Board)

I'm an owner broker of a real estate firm in Drumheller, Airdrie, Strathmore, Calgary

I have to make hiring and HR decisions all of the time and find there is a critical balance to make sure people are properly compensated for their time, their skill and for the sacrifices they make for the overall health of the organization.


Signature of Applicant

Return Email Address: lhandy@dinosaurvalley.com

Personal Information is being collected for the purpose of appointing individuals to Town public service boards pursuant to the provisions of the Municipal Government Act and its regulations, and pursuant to Section 34(2) of the Freedom of Information and Protection of Privacy Act. If you have any questions about the collection of your personal information, you may contact the F.O.I.P. Coordinator at (403)823-1339.

Town of Drumheller
224 Centre Street
Drumheller, AB T0J 0Y4

www.dinosaurvalley.com

Telephone: (403) 823-1339
Fax: (403) 823-8006



DRUMHELLER

CHIEF ADMINISTRATIVE OFFICER



APPLICATION TO SERVE ON TOWN PUBLIC SERVICE BOARDS

Date July 8, 2018

Board applied for Remuneration Taskforce

Name of Applicant Dwyn-Anne Appleton

Full Address 1 Postal Code T0J 0Y4

Length of Residency in Town 40 years total

Phone (403) 211-1111 E-mail Address dwyn@appleton.ca

Past Service on Similar Boards Drumheller Ski Hill, Bylaw Steering Committee

BRIEF PERSONAL HISTORY (include information which you feel would assist Council in making a decision as to your capabilities to serve on this Board)

Many years ago I worked at the town of Drumheller - Planning & Development, I am also a business owner, local resident, want to see Drumheller grow, I am seeing changes that I like and believe in current council, and want to assist, wherever I can.

Dwyn Appleton
Signature of Applicant

Return Email Address: lhandy@dinosaurvalley.com

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DRUMHELLER

CHIEF ADMINISTRATIVE OFFICER



APPLICATION TO SERVE ON TOWN PUBLIC SERVICE BOARDS

Date 2018/07/10

Board applied for Elected Official Remuneration Review Task Force

Name of Applicant Robert Jackson

Full Address Box3118 Drumheller Postal Code T0J-0Y0

Length of Residency in Town 13yrs

Phone (403) 823-1339 E-mail Address jacksonr@drumheller.ab.ca

Past Service on Similar Boards Community By-Law review Committee

BRIEF PERSONAL HISTORY (include information which you feel would assist Council in making a decision as to your capabilities to serve on this Board)

President Local 30028 USGE 6yrs.

Past President Dalum Lutheran Church

Past Board member Chamber of Commerce

Signature of Applicant

Return Email Address: lhandy@dinosaurvalley.com

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DRUMHELLER

CHIEF ADMINISTRATIVE OFFICER



APPLICATION TO SERVE ON TOWN PUBLIC SERVICE BOARDS

Date July 10, 2018

Board applied for Remuneration Task Force

Name of Applicant Eileen Lefley

Full Address P.O. Box 1756 Drumheller Postal Code T0J 0Y0

Length of Residency in Town 3 Years

Phone (403) E-mail Address

Past Service on Similar Boards Board Member & Chairman Big Country Gas Co-Op Ltd.

BRIEF PERSONAL HISTORY (include information which you feel would assist Council in making a decision as to your capabilities to serve on this Board)

Many years in Management of both Public Sector and Private Sector Business

Remuneration being a big factor in administration of a Gas Co-Op and Private Sector Companies.

Member of task force compensation reviews during my career with ALCB before it was privatized.

Eileen P Lefley

Signature of Applicant

Return Email Address: lhandy@dinosaurvalley.com

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DRUMHELLER

CHIEF ADMINISTRATIVE OFFICER



APPLICATION TO SERVE ON TOWN PUBLIC SERVICE BOARDS

Date August 16, 2018

Board applied for Remuneration Task Force

Name of Applicant Denise Lines

Full Address 1 WAB Postal Code T0J 0Y4

Length of Residency in Town 3yrs.

Phone (403) e-mail Address

Past Service on Similar Boards Drumheller Public Library

BRIEF PERSONAL HISTORY (include information which you feel would assist Council in making a decision as to your capabilities to serve on this Board)

- worked in the community for 7 years. (Passion Play + Rosebud Theatre).
- experience with budgets, hiring / contracting, project management, etc.
I would like the opportunity to contribute to and participate
in the continuing development of Drumheller.

DM Lines
Signature of Applicant

Return Email Address: lhandy@dinosaurvalley.com

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DRUMHELLER

CHIEF ADMINISTRATIVE OFFICER



Agenda Item # 8.3.1

APPLICATION TO SERVE ON TOWN PUBLIC SERVICE BOARDS

Date AUGUST 15, 2018

Board applied for REMUNERATION TASKFORCE

Name of Applicant ELIZABETH JANE GALLAGHER (Jr.)

Full Address BOX 841 ROSEDALE STN. AB. Postal Code T0J 2V0

Length of Residency in Town 27.

Phone (403) 622-1111 E-mail Address [redacted]

Past Service on Similar Boards SOBROPTIMIST FOUNDATION of CANADA (7 YRS)
LIBRARY BOARD (4 YRS) AHAA (2 YRS)

BRIEF PERSONAL HISTORY (include information which you feel would assist Council in making a decision as to your capabilities to serve on this Board)

I owned and operated my own business for 25 YRS.
CEO of Optive Friendship Ctr. 2 YRS.
Contract worker Gov of CA. (Employment Ins.) 10 YRS.

E. Gallagher
Signature of Applicant

Return Email Address: lhandy@dinosaurvalley.com

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DRUMHELLER

COUNCIL POLICY



COUNCIL POLICY #C-04-14(as amended)

Supersedes #C-01-11

REMUNERATION AND EXPENSE ALLOWANCE FOR MAYOR AND COUNCIL

THE PURPOSE OF THIS POLICY IS TO:

Establish a fair and equitable basis of remuneration for time and compensation for expenses incurred by the Mayor and members of Town Council for attendance at meetings and conferences or other related business on behalf of the Town whether within the Town or out of Town.

POLICY STATEMENT:

The Mayor and members of Town Council will receive remuneration for time and compensation for expenses incurred for attendance at meetings, conferences and business relating to Town operations.

1.0 REMUNERATION AND COMPENSATION ARE HEREINAFTER OUTLINED

In accordance with Revenue Canada's provisions for Municipal Officials, one-third (1/3) of the total allowances and honoraria paid to municipal officials shall be deemed to be in lieu of expenses (general expense allowance). The remaining two-thirds (2/3) is income from elected or appointed office (honoraria), and is therefore subject to income tax and considered as earnings. The general expense allowance is paid with the honoraria through the payroll system.

2.0 REMUNERATION REVIEW

Following a General Municipal Election, Council shall appoint an independent committee composed of Drumheller residents to review this Policy and report back to Council with recommendations. The appointment of the committee and the committee's report shall be completed within one (1) year following a General Municipal Election.

3.0 ANNUAL REMUNERATION PAYMENTS

3.1 Annual remuneration shall be paid to Members of Council and shall consist of an honorarium and general expense allowance (which is one third of the total).

As of January 1, 2016

POSITION	HONORARIUM	GENERAL EXPENCE ALLOWANCE	ANNUAL REMUNERATION
Mayor	\$26,631.80	\$13,315.90	\$39,947.70
Councillors	\$13,953.50	\$6,976.75	\$20,930.25

3.2 The remuneration is in payment for:

- Regular council meetings
- Special council meetings

Page 2

Remuneration and Expense Allowance for Mayor and Council

- Public or "Town Hall" meetings
- Attendance at Community Events
- Appointed committee meetings
- Meeting with individual ratepayers and community organizations
- Time spent in the execution of duties of the portfolio

3.3 This general expense allowance is for:

- In-Town travel and car expense
- In-Town entertaining for portfolio or committee responsibilities
- Dry cleaning and laundry costs
- Office supplies for personally owned equipment such as fax or computers
- Incidental expenses incurred in the normal execution of duties

As Revenue Canada deems travel costs to attend regularly scheduled council or committee meetings is of a personal nature, this type of expense is not included in the general expense allowance, and is not reimbursed.

3.4 Remuneration shall also include an RRSP contribution equivalent to 3% for members of Council with matching contributions be implemented as part of the benefit package.

4.0 PER DIEMS

4.1 A Per Diem shall be paid to Members of Council for Meetings authorized by Council as follows:

- \$250 per full day (subject to income tax).

A Full Day is defined as work in excess of 4 continuous hours to attend meeting or business on behalf of the Town.

The per diem is for Full Day meetings as authorized in advance either by Council or vicariously through committee appointment where attendance is mandatory to fulfill responsibilities of committee appointments and excludes meetings as outlined in Clause 3.2.

4.2 A Per Diem of up to 5 days annually per Councillor and 10 days annually for the Mayor shall be paid for attendance at meetings, conventions or other business on behalf of the Town, but specifically includes Council orientation and strategic and business planning sessions. The balance of the annual per diem allotment is to be used to attend meetings, conventions etc. at the individuals discretion. The annual per diem allotment shall be increased by 2 days in election years to allow for additional training required in the first year of an election term.

4.3 For the purpose of the allocation of per diem as outlined in Article 4.2 above, "annually" is defined by election term, with year 1 being initiated by the organizational meeting of council.

4.4 In such case as a Local State of Emergency is declared by Council, the Mayor and Councillors duties relating specifically to emergency operations and coordination, in excess of 4 hours per day shall qualify the parties for per diem, subject to approval from Council. Any per diem days related to a Local State of Emergency shall not count against the maximum per diem days allowed per year.

5.0 ADDITIONAL EXPENSES

5.1 Additional expenses will be reimbursed for items related to:

- Education
- Conventions registrations

Page 2

Remuneration and Expense Allowance for Mayor and Council

- Out of Town travel or lodging

5.2 Mileage shall be paid in accordance with the Government of Alberta mileage rate, as revised from time to time.

5.3 Non receipted meal allowances shall be increased as follows:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00

with a maximum cap for meals of \$150.00 per day, including up to 15% gratuity and GST, when receipts are provided. Alcoholic beverages are not allowed.

Reimbursed expenses are paid by submission of an Expense Claim Form with receipts attached, and must be approved by the Mayor. There will be no reimbursement on payments for alcoholic beverages. Travel rates are in accordance with the Town's Human Resource Policy.

6.0 Expenses incurred and per diems requested by Council in relation to conferences, conventions and courses are only eligible for reimbursement / payment once a report to Council has been presented.

Adopted by Council

Date: February 10, 2014

Originally Signed by R.M. Romanetz, P. Eng

Mayor Terry Yemen



Heather Colberg

Mayor of Drumheller



Darryl Drohomerski, CET
Chief Administrative Officer

Amendments

October 3, 2016 Motion No. MO2016.131

November 14, 2017 Motion No. MO2017.135B

January 22, 2018 Motion No. MO2018.08