

Town of Drumheller COUNCIL MEETING AGENDA

Tuesday, November 12, 2019 at 4:30 PM
Council Chamber, Town Hall
224 Centre Street, Drumheller, Alberta



Page

1. CALL TO ORDER
2. MAYOR'S OPENING REMARK
3. ADOPTION OF AGENDA
4. MINUTES
- 4.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES
- 3 - 11 4.1.1. Regular Council Meeting Minutes October 28, 2019
[Regular Council Meeting - 28 Oct 2019 - Minutes](#)
- 4.2. MINUTES OF MEETING PRESENTED FOR INFORMATION
- 4.3. BUSINESS ARISING FROM THE MINUTES
5. DELEGATIONS
6. REQUEST FOR DECISION REPORTS
- 6.1. CAO
- 12 - 13 6.1.1. Request For Decision - Alberta - Town of Drumheller Flood Mitigation Program Adaptation Funding Agreement (Reference 38/481)
[Alberta - Town of Drumheller Flood Mitigation Program Adaptation Funding Agreement Reference 38 481](#)
- 14 - 15 6.1.2. Request For Decision - Canada - Town of Drumheller Disaster Mitigation and Adaptation Funding Agreement (Reference 38/471)
[Canada - Town of Drumheller Disaster Mitigation and Adaptation Funding Agreement Reference 38 471](#)
- 6.2. DEPUTY CAO / DIRECTOR OF CORPORATE SERVICES
- 16 - 19 6.2.1. Request For Decision - Shallow Gas Tax Relief
[RFD - Tax Relief on Shallow Gas Assets](#)
[Listing attachment for the Shallow Gas Tax Refund](#)
- 6.3. DIRECTOR OF INFRASTRUCTURE SERVICES
- 6.4. DIRECTOR OF EMERGENCY / PROTECTIVE SERVICES
- 6.5. MANAGER OF ECONOMIC DEVELOPMENT
- 20 - 47 6.5.1. Request For Decision - Withdrawal of Central Alberta Economic Partnership (CAEP)
[RFD - Withdrawal of Central Alberta Economic Partnership - CAEP](#)
- 6.6. COMMUNICATIONS OFFICER

6.7.

REVIEW OF STRATEGIC PRIORITIES

7. PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

8. PUBLIC HEARING TO COMMENCE AT 5:30 PM

9. PUBLIC HEARING DECISIONS

10. UNFINISHED BUSINESS

11. NOTICE OF MOTION

12. COUNCILLOR REPORTS

13. IN-CAMERA MATTERS

13.1. Labour Matter - CAO Annual Review Council Preparation (*FOIPP Section 17 Personal Privacy*)

13.2. Labour Matter - Designated Officer (*FOIPP Section 17 Personal Privacy*)

14. ADJOURNMENT

**Town of Drumheller
COUNCIL MEETING
MINUTES**

October 28, 2019, at 4:30 PM
Council Chamber, Town Hall
224 Centre Street, Drumheller, AB, T0J 0Y4



PRESENT:

DEPUTY MAYOR

Kristyne DeMott

COUNCIL:

Jay Garbutt

Lisa Hansen-Zacharuk

Tony Lacher

Fred Makowecki

Tom Zariski

CHIEF ADMINISTRATIVE OFFICER:

Darryl Drohomerski

DIRECTOR OF INFRASTRUCTURE SERVICES:

Dave Brett

DIRECTOR OF PROTECTIVE SERVICES:

Greg Peters

COMMUNICATIONS OFFICER:

Julia Fielding

RECORDING SECRETARY:

Dori Appleton

ABSENT:

MAYOR:

Heather Colberg

DEPUTY CAO/DIRECTOR OF CORPORATE SERVICES:

Barb Miller

ECONOMIC DEVELOPMENT MANAGER:

Sean Wallace

1. CALL TO ORDER

Deputy Mayor K. DeMott called the meeting to order at 4.31 pm

2. DEPUTY MAYOR'S OPENING REMARK

The first poppy was handed out to the Deputy Mayor by the member of the Legion.
Table top Emergency Exercise was successful – G. Peters will be bringing a report to Council next month.
The Masquerade Ball was successful.

3. ADOPTION OF AGENDA

M2019.203 moved by L. Hansen-Zacharuk, F. Makowecki to adopt the Agenda of the regular meeting of council as presented.

Carried Unanimously.

4. MINUTES

4.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

Regular Council Meeting Minutes September 30, 2019

M2019.204 moved by J. Garbutt, T. Zariski to adopt minutes of Regular Council Meeting of September 30, 2019 as presented.

Carried Unanimously.

4.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

Municipal Planning Commission Minutes - September 19, 2019

4.3. BUSINESS ARISING FROM THE MINUTES

5. DELEGATIONS

6. REQUEST FOR DECISION REPORTS

6.1. CAO

By-Law 12.19 rezoning application for 1114 Newcastle Trail

D. Drohomerski – In schedule A, Land Use Districts Map, redesignate Plan 3065FA Lots 5-6, in the Town of Drumheller, from R-4 (Residential District) to R-2 (Residential District) District as shown on the plan. Attachment was presented to Council to review. This property is the only one in this part of Newcastle that is zoned for Multi-family. The new owner wishes to convert to a two (2) family zoning.

M2019.205 move by T. Zariski, L. Hansen-Zacharuk to give first reading of Bylaw 12.19.

Carried Unanimously.

Public hearing scheduled for November 25th, 2019

Subdivision, Land Exchange and Consolidation for East Coulee Water Line Project – Time Extension

D. Drohomerski – recommendation to Council to extend the time period for Hunter Survey Systems Ltd. to complete the condition of subdivision to March 1st, 2020 in accordance with the authority provided to Council Sec. 657(6)(a) of the Municipal Government Act R.S.A.

M2019.206 moved by T. Lacher, L. Hansen-Zacharuk to extend the time period for Hunter Survey Systems Ltd. to complete the condition of subdivision to March 1st, 2020 in accordance with the authority provided to Council Sec. 657(6)(a) of the Municipal Government Act R.S.A.

Carried Unanimously.

Passion Play Road Closure, Subdivision Consolidation and U.R.W Easements within N.W 1/4 Sec. 3 and S.W. 1/4 Sec. 10 in Township 29, Range 20 W 4th. Meridian

D. Drohomerski - Recommendation that Council extend the time period for Hunter Survey Systems Ltd. to complete the condition of subdivision to June 30th, 2020 in accordance with the authority provided to Council Sec. 657(6)(a) of the Municipal Government Act R.S.A.

D. Drohomerski -The attached subdivision was conditionally approved by Palliser Regional Municipal Services subject to 12 conditions of subdivision being met before February 21st, 2015. Due to extenuating circumstances the time limit to complete this work passed.

Recommendation that Council extend the time period for Hunter Survey Systems Ltd. to complete the condition of subdivision to June 30th, 2020 in accordance with the authority provided to Council Sec. 657(6)(a) of the Municipal Government Act R.S.A.

M2019.207 moved by L. Hansen-Zacharuk, F. Makowecki to extend the time period for Hunter Survey Systems Ltd. to complete the condition of subdivision to June 30th, 2020 in accordance with the authority provided to Council Sec. 657(6)(a) of the Municipal Government Act R.S.A.

Carried Unanimously.

Bylaw revision 13.19 to By-law 19.13

hereby enact to close the following described portions of the Original Road Allowance, Street and Lane on Plan 4790 D.O. from public use, obtain titles to same in the name of THE TOWN OF DRUMHELLER

M2019.208 moved by T. Zariski, J. Garbutt to give 1st reading of By-law 19.13

Carried Unanimously.

M2019.209 moved by L. Hansen-Zacharuk, T. Lacher to give 2nd reading of By-law 19.13

Carried Unanimously.

M2019.210 moved by T. Lacher, J Garbutt to give no objection to 3rd reading

Carried Unanimously.

M2019.211 moved by J. Garbutt, F. Makowecki to give 3rd reading of By-law 19.13

Carried Unanimously.

By-law revision 19.13 to By-law 14.19

M2019.212 moved by L. Hansen-Zacharuk, T. Lacher to give 1st reading of By-law 14.19

Carried Unanimously.

M2019.213 moved by T. Lacher, J. Garbutt to give 2nd reading of By-law 14.19

Carried Unanimously.

M2019.214 moved by F. Makowecki, J. Garbutt to give no objection to 3rd reading

Carried Unanimously.

M2019.215 moved by T. Zariski, T. Lacher to give 3rd reading of By-law 14.19

Carried Unanimously.

6.2. DEPUTY CAO / DIRECTOR OF CORPORATE SERVICES

Request For Decision Shallow Gas Tax Relief

D. Drohomerski - Administration is seeking a resolution of Council authorizing the cancellation of 35% of the 2019 property taxes and any late penalty fees levied against shallow gas wells and related pipelines.

M2019.216 moved by T. Zariski, L. Hansen-Zacharuk that pursuant to Section 347 of the MGA, for all properties identified in the appendix – summary of Tax Relief by Company, attached to and forming part of the council minutes, Council authorizes the cancellation and/or refund of the 2019 property taxes paid or owing so as to reduce by 35 per cent property taxes levied as per section 353(2) of the MGA, which includes municipal property taxes, requisitions detailed in section 326(1)(a) and 359(1)(2), as well as special taxes levied under section 382(1) where the tax rate is based on the assessment. Cancellation and/or refund of tax penalties with the 2019 property taxes levied as per section 353(2) of the MGA.

M2019.217 moved by J. Garbutt, L. Hansen-Zacharuk to table as there wasn't a table attached that was mentioned in B. Miller's report.

Carried Unanimously

Request For Decision 2019 Reserve Bid: Tax Recovery Public Auction

D. Drohomerski - That Council set the assessed value as the reserve bid price for properties for the January 24, 2020 tax recovery auction. Furthermore, the successful bidder must pay via cash, or cash equivalent.

M2019.218 moved by J. Garbutt, L. Hansen-Zacharuk to set the assessed value as the reserve bid price for properties for the January 24, 2020 tax recovery auction. Furthermore, the successful bidder must pay via cash, or cash equivalent.

Carried Unanimously.

6.3. DIRECTOR OF INFRASTRUCTURE SERVICES

Request for Decision - Aquaplex Roof Repairs

D. Brett – A tender was sent out for roof repairs at the Aquaplex, as this work had been identified through our Asset Management Plan for reroofing in 2018.

It is recommended that the tender for roof repairs be awarded to Canterbury Roofing in the amount of \$258,750.00 excluding GST.

M2019.219 moved by T. Lacher, J. Garbutt that the Request for Tender for the Aquaplex Roof Repairs be awarded to Canterbury Roofing in the amount of \$258,750.00 excluding GST.

Carried Unanimously.

Patio Policy #C 04.19

D. Brett – this draft Policy was originally presented to Council Oct 21, 2019 for discussion and reflects the recommended changes.

M2019.220 moved by T. Lacher, F. Makowecki to adopt the Patio Policy #C 04.19 as presented.

Carried Unanimously.

6.4. DIRECTOR OF EMERGENCY / PROTECTIVE SERVICES

6.5. MANAGER OF ECONOMIC DEVELOPMENT

6.6. COMMUNICATIONS OFFICER

Request For Decision - Town App

J. Fielding – Following recent presentations made and final evaluation made, it is recommended that Council approve the award for services to See Click Fix to create a mobile app for the Town of Drumheller.

M2019.221 moved by L. Hansen-Zacharuk, T. Lacher to award the services to See Click Fix to create a mobile app for the Town of Drumheller.

Carried Unanimously.

6.7. REVIEW OF STRATEGIC PRIORITIES

Request For Decision - Hoodoo Pay & Play Parking Fee

G. Peters - Piloting Pay and Play options for parking was a strategic aim of Council in 2019. Location selected was the Hoodoo's which proved to be successful with the estimated net gain of \$27,500.00.

M2019.222 moved by J. Garbutt, L. Hansen-Zacharuk to approve the continuation of charging for parking at the Hoodoo parking lot for the following year 2020, at a cost of \$2 per person and \$10 per for commercial.

Carried Unanimously.

7. PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

Communication Officer – J. Fielding

Presented a verbal and written update on Q3, branding and communication activities.

Manager Arts Culture & Recreation – D. Goldthorpe

Presented a verbal and written update on Recreation & Cultural activities that occurred over the summer (Q3)

FCCS Coordinator – D. Drohomerski for A. Harrison

Presented verbal and written informative on FCSS Q3 activities and priorities.

8. PUBLIC HEARING TO COMMENCE AT 5:30 PM

9. PUBLIC HEARING DECISIONS

10. UNFINISHED BUSINESS

11. NOTICE OF MOTION

12. COUNCILLOR REPORTS

13. IN-CAMERA MATTERS

M2019.223 moved by L. Hansen-Zacharuk, T. Lacher to go into a closed meeting at 6.02 pm

Carried Unanimously.

Land Matter; Legal Description 4;19;29;6;SW (*FOIP Act Section 23 Local Body Confidences*)

M2019.224 moved by J. Garbutt, L. Hansen-Zacharuk to revert back to a regular meeting at 6.32 pm

Carried Unanimously.

EXPROPRIATION ACT
R.S.A. 2000, Chapter E-13, as amended

RESOLUTION

REGARDING EXPROPRIATION FOR THE PURPOSE OF ACQUIRING A
LEASEHOLD INTEREST OVER CERTAIN LANDS LOCATED WITHIN THE TOWN
OF DRUMHELLER

WHEREAS the **TOWN OF DRUMHELLER** is desirous of acquiring the entire leasehold interest of Grant Dekeyser for the purposes of providing services, facilities or other things that, in the opinion of council, are necessary or desirable for all or a part of the Town:

**Short Legal
8211457;1**

**Title Number
821 187 433**

**PLAN 8211457
BLOCK 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 3.77 HECTARES (9.32 ACRES) MORE OR LESS**

- and -

**Short Legal
8211457;2**

**Title Number
821 187 433 A**

**PLAN 8211457
BLOCK TWO (2)
CONTAINING 35.6 HECTARES MORE OR LESS
ALSO EXCEPTING PORTION OUT OF SAID BLOCK TWO (2)
FOR ROAD ON PLAN 8410046
EXCEPTING THEREOUT ALL MINES AND MINERALS**

- and -

**Short Legal
8211457;3**

**Title Number
821 187 433 B**

PLAN 8211457

Regular Council Meeting Minutes
October 28, 2019

**BLOCK 3
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 28.4 HECTARES (70.18 ACRES) MORE OR LESS**

(such lands to be subject to the taking hereinafter referred to collectively as the "**Lands**").

AND WHEREAS pursuant to the provisions of the *Municipal Government Act*, RSA 2000, c. M-26, as amended, the **TOWN OF DRUMHELLER** has the authority to acquire a leasehold interest with respect to the Lands by expropriation;

AND WHEREAS the **TOWN OF DRUMHELLER** deems it to be in the public interest and good that the leasehold estate be acquired by expropriation;

AND WHEREAS the **TOWN OF DRUMHELLER** is desirous of acquiring the said leasehold estate pursuant to the provisions of the *Expropriation Act*, RSA 2000, c. E-13, as amended;

NOW THEREFORE BE IT RESOLVED:

1. THAT the proceedings shall be commenced by the **TOWN OF DRUMHELLER**, its servants, officers or agents to expropriate leasehold estate in the Lands.
2. THAT the officers, servants or agents of the **TOWN OF DRUMHELLER** and the solicitors for the **TOWN OF DRUMHELLER** be, and are hereby authorized and directed to do all things necessary to initiate, carry out and conclude the expropriation proceedings under the provisions of the *Expropriation Act*, and they are hereby authorized and empowered to sign, seal, serve and publish the necessary documents to initiate, proceed with and conclude the said expropriation, as applicable.

M2019.225 – moved by T. Zariski, J. Garbutt to proceed with expropriation of lands as listed and from part of these minutes.

Carried Unanimously.

14. ADJOURNMENT

M2019.226 moved by L. Hansen-Zacharuk, J. Garbutt to Adjourn the meeting at 6.37 pm.

Second video recorded on YouTube but there is no sound recorded.

Chief Administrative Officer

Deputy Mayor K. DeMott



DRUMHELLER

RESILIENCY AND FLOOD MITIGATION OFFICE



Report to Council

Meeting Date: November 12, 2019

Reference: 38/481

**RE: ALBERTA - TOWN OF DRUMHELLER FLOOD MITIGATION PROGRAM
ADAPTATION FUNDING AGREEMENT**

BACKGROUND:

The Town has made application for and has been approved for funding under the Alberta Environment and Parks Flood Mitigation Program for up to \$20 Million for the “purchase of lands, and associated expenditures including remediation and/or reclamation, related to the implementation of the Drumheller Flood Mitigation System.” To formalize this grant the Government of Alberta will require the execution of a funding agreement.

Darwin Durnie together with your Chief Administrative Officer have been in negotiation with provincial officials as to the content of this agreement and while some minor provisions remain to be finalized, the principal terms of the agreement would be as follows:

1. Alberta’s funding contribution would not exceed \$20 Million of eligible costs. Alberta Environment and Parks (the Department) would have absolute discretion in determining eligible costs.
2. The department would pay the grant amount within a reasonable time upon receipt of a prioritization and buyout process.
3. The purchase price for Lands acquired for the DRM Program shall be based on an appropriate appraised market value unless otherwise authorized by the Department.
4. Lands purchased will be designated as an Environmental Reserve unless the Department authorizes a different disposition.
5. Unused funds would be returned to the Province.
6. Other provincial grants received from the Province for the DRM Program would need to be reported to the Department and may reduce the grant payable under the agreement.

7. Term of the Agreement is until Project is completed or until March 31, 2020. However, if the Agreement may be extended or may be earlier terminated by the Department on 3 months written notice.
8. Interim reports are to be submitted to the Department with a final report due shortly after project completion.
9. *Freedom of Information and Protection of Privacy Act* provisions applies to information and records provided by the Town to the Department.
10. The Town will not make any public announcement on entering into this Agreement without consultation and approval of the Department.

As well there will be provisions addressing the processing of grant claims, payments and reporting plus provisions dealing with liability and indemnification.

Council is asked to approve these principal terms and authorize the Mayor and CAO to execute an agreement with the Government of Alberta reflecting these principal terms

MOTION

Move that the Council of the Town of Drumheller:

1. approve the principal terms for inclusion in Alberta – Town Of Drumheller Flood Mitigation Program Funding Agreement as presented, and
2. Authorize the Mayor and Chief Administrative Officer to execute an agreement with the Government of Alberta reflecting these principal terms.

ATTACHMENTS:

Prepared by: Darryl Drohomerski, Chief Administrative Officer

Date: November 7, 2019



DRUMHELLER

RESILIENCY AND FLOOD MITIGATION OFFICE



Report to Council

Meeting Date: November 12, 2019

Reference: 38/471

RE: CANADA - TOWN OF DRUMHELLER DISASTER MITIGATION AND ADAPTATION FUNDING AGREEMENT

BACKGROUND:

The Town has made application for and has been approved for funding under the Canada Disaster Mitigation and Adaptation Fund. Federal funding is estimated at \$22 Million based on contributions of \$5 Million from the Town and \$28 Million from other contributors (Province). To formalize this grant the Government of Canada will require the execution of a funding agreement.

Darwin Durnie together with your Chief Administrative Officer have been in negotiation with federal officials as to the content of this agreement and while some minor provisions remain to be finalized, the principal terms of the agreement would be as follows:

1. Project Title - Drumheller Flood Mitigation Along Red Deer River Valley Project
2. Project Approval date is March 7, 2019
3. Agreement end date would be March 31, 2028
4. Canada's funding contribution would be not more than 40% of total eligible expenditures up to a maximum of \$22 Million
5. Canada's role is limited to financial contribution and has no involvement in implementation of the Project or its operation
6. Canada not required to make contributions if Parliament does not authorize the appropriation required to fund the contribution.
7. As a condition precedent the Town will need to complete a green-house gas emissions assessment before Canada has an obligation to make payments under the Agreement.
8. Town will complete the Project in diligent and timely manner within costs and deadlines specified

9. Town will be responsible for ineligible expenses and cost overruns
10. Town will report on community employment benefits.
11. Work will not begin and Federal contributions will not be made until:
 - a. Environmental Assessment requirements are met, and
 - b. Canada is satisfied that any legal duty for Indigenous Consultation has been met
12. Town assumes responsibility for ongoing operation, maintenance and repair of any asset related to the Project during a 20 year Asset Disposal Period.
13. Land acquired for natural infrastructure purposes will remain protected for 40 years by the Province or the Town or by an indigenous recipient.
14. Town to award contracts in a fair, transparent and competitive manner consistent with value for money principles and the Canadian Free Trade Agreement.
15. Land to be acquired at or below Fair Market Value.

As well there will be provisions addressing the processes of grant claims, payments and reporting plus provisions dealing with communications, dispute resolution, default, conflict of interest, liability and indemnification.

Council is asked to approve these principal terms and authorize the Mayor and CAO to execute an agreement with the Government of Canada reflecting these principal terms

MOTION

Move that the Council of the Town of Drumheller:

1. **approve the principal terms for inclusion in Canada – Town Of Drumheller Disaster Mitigation and Adaptation Funding Agreement as presented, and**
2. **Authorize the Mayor and Chief Administrative Officer to execute an agreement with the Government of Canada reflecting these principal terms.**

ATTACHMENTS:

Prepared by: Darryl Drohomerski, Chief Administrative Officer

Date: November 7, 2019

**Town of Drumheller
REQUEST FOR DECISION**



TITLE:	Tax Relief on Shallow Gas Assets
DATE:	October 16, 2019
PRESENTED BY:	Barbara Miller, CPA, CGA, CLGM
ATTACHMENT:	Summary of Tax Relief by Company

SUMMARY

Administration is seeking a resolution of Council authorizing the cancellation of 35% of the 2019 property taxes and any late penalty fees levied against shallow gas wells and related pipelines.

BACKGROUND

The Government of Alberta recently announced property tax relief for shallow gas producers with the intent of providing immediate financial relief by bridging the gap between 2019 and the 2020 taxation year when assessment adjustments that were recently identified come into effect.

Subsequently, Municipal Affairs identified the Drumheller ratepayers (producers) who are eligible for property tax relief through this initiative and have provided this listing to us.

Once the tax relief has been authorized by resolution, applied to the tax rolls and refunds issued, Alberta Education will refund an equivalent amount back to the Town through a reduction in our December 2019 education property tax installment.

RECOMMENDATION:

Administration recommends adoption of the required/requested resolution.

DISCUSSION (OPTIONS / BENEFITS / DISADVANTAGES):

Proceeding with the resolution and the processing of the tax credits will ensure the Towns assessment and taxation processes remain in compliance with Municipal Affairs requirements.

FINANCIAL IMPACT:

\$17,167.29 in shallow gas tax relief incentives have been authorized by Municipal Affairs in Drumheller. With an equivalent credit being received there is no financial impact to the Town.

STRATEGIC POLICY ALIGNMENT:

COMMUNICATION PLAN:

Communication includes notifying the affected producers of the tax relief issued as well as the communication required by Municipal Affairs as outlined within the guidelines provided.

MOTION: Councillor _____

Moves that pursuant to Section 347 of the MGA, for all properties identified in the appendix – Summary of Tax Relief by Company, attached to and forming part of the council minutes, Council authorizes the

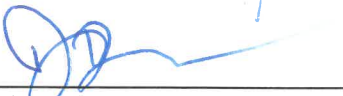
- Cancellation and/or refund of the 2019 property taxes paid or owing so as to reduce by 35 per cent property taxes levied as per section 353(2) of the MGA, which includes municipal property taxes, requisitions detailed in section 326(1)(a) and 359(1)(2), as well as special taxes levied under section 382(1) where the tax rate is based on the assessment.
- Cancellation and/or refund of tax penalties associated with the 2019 property taxes levied as per section 353(2) of the MGA.

Seconded: _____

Barbara Miller

Prepared By:

Reviewed By:



Approved By: Darryl Drohomerski
Chief Administrative Officer

Company ID	Number of Well(s)	Well(s)	Assessment	ASFF			Other Tax Rate	Total Tax Rate	Municipal Tax Dollars	ASFF Tax Dollars	Other Tax Dollars	Total Taxes	SGTRI 35% Adjustment
				Municipal Tax Rate	ASFF Tax Rate	Other Tax Rate							
6397	11		436,510	13.27	3.69	0.66	17.62	5,792.23	1,612.84	286.10	7,691.17	2,691.91	
6585	7		175,920	13.27	3.69	0.66	17.62	2,334.35	649.99	115.30	3,099.64	1,084.87	
20837	4		129,050	13.27	3.69	0.66	17.62	1,712.41	476.82	84.58	2,273.81	795.84	
20853	27		991,880	13.27	3.69	0.66	17.62	13,161.64	3,664.83	650.08	17,476.55	6,116.81	
22169	1		63,660	13.27	3.69	0.66	17.62	844.73	235.21	41.72	1,121.66	392.58	
Totals	50		1,797,020	13.27	3.69	0.66	17.62	23,845.36	6,639.69	1,177.78	31,662.83	11,082.01	

Company ID	Number of Pipelines	Pipeline Assessment	ASFF		Other Tax Rate	Total Tax Rate	Municipal		ASFF Tax Dollars	Other Tax Dollars	Total Taxes	SGTRI 35% Adjustment
			Tax Rate	Tax Rate			Tax Dollars	Tax Dollars				
6397	13	238,620	13.27	3.69	0.66	17.62	3,166.33	881.67	156.39	4,204.39	1,471.54	
6585	4	69,890	13.27	3.69	0.66	17.62	927.40	258.22	45.81	1,231.43	431.00	
20837	2	41,750	13.27	3.69	0.66	17.62	554.00	154.26	27.36	735.62	257.46	
20853	18	574,660	13.27	3.69	0.66	17.62	7,625.39	2,123.29	376.64	10,125.32	3,543.86	
22169	1	61,850	13.27	3.69	0.66	17.62	820.71	228.53	40.54	1,089.78	381.42	
Total	38	986,770	13.27	3.69	0.66	17.62	13,093.83	3,645.97	646.74	17,386.54	6,085.28	



**Town of Drumheller
REQUEST FOR DECISION**

TITLE:	Withdrawal of Central Alberta Economic Partnership (CAEP)
DATE:	November 12 th , 2019
PRESENTED BY:	Sean Wallace
ATTACHMENT:	Community Support Declaration; Articles of Association

SUMMARY:

The Manager of Economic Development has conducted a review of all memberships the Department currently holds. The review involved contemplating value for funds and if the membership organization did anything to advance the work of the Department.

In the case of the Central Alberta Economic Partnership, I reviewed what they offer members in terms of services and found that any services they offer can be sourced internally, capitalizing on our skill sets and resources. Also, due to being on the outer edge of CAEP's "Regional" territory, we are closer to and have more in common with Economic Development Organizations located in the Calgary region.

In reviewing the contract signed with CAEP (2016) their "Articles of Association", in particular, Clause 7, states we are required to give them one year's notice in the preceding fourth quarter to cease membership. This conflicts with a "Declaration of Support" that expired on March 31st, 2019, clearly indicating an expiry date with no reference to the "Articles of Association." To note, since March 31st, 2019, I have not attended any meetings or events hosted by CAEP or had any collaborations with them.

FINANCIAL IMPACT:

Ceasing membership with CAEP will save the Economic Development Department approximately .50 per capita or \$4000.00 per year that can be diverted to economic development efforts in the Community and with partners closer to Drumheller.

RECOMMENDATION:

That Council approve the cessation of membership with the Central Alberta Economic Partnership, by resolution, per the CAEP Articles of Association,

STRATEGIC POLICY ALIGNMENT:

NA

COMMUNICATIONS STRATEGY:

Drumheller is focusing on Economic Development in our own Community as well as working with partners and organizations closer to Drumheller and more aligned with our growth strategies.

MOTION: Councillor _____

That Council resolves to cease membership with the Central Alberta Economic Partnership.

Seconded: _____



Prepared By: Sean Wallace
Manager of Economic Development



Approved By: Darryl E. Drohomerski
Chief Administrative Officer

**(Appendix 99 01 02)
ARTICLES OF ASSOCIATION**

OF

**CENTRAL ALBERTA ECONOMIC PARTNERSHIP LTD.
(02 01 01)**

1. Application

The regulations contained in Table A in the *Companies Act*, R.S.A. 1980, c. C-20, and any amendments thereto or regulations hereafter passed in substitution therefore shall not apply to the Association.

INTERPRETATION

2. Definitions

- 1) In these Articles, including this clause, unless the context or subject matter requires a different meaning:
 - a) "Annual General Meeting" means the regular General Meeting required by the *Companies Act* to be held annually;
 - b) "Articles" means these Articles of Association as amended from time to time;
 - c) "Association" means Central Alberta Economic Partnership Ltd.;
 - d) "Board" means the Board of Directors from time to time of the Association;
 - e) "Business Representative" refers to any individual chosen by the member municipality to represent the municipality on behalf of the business community;
 - f) "Extraordinary General Meeting" means any meeting other than an Annual General Meeting or a General Meeting;
 - g) "General Meeting" means a meeting of the members;
 - h) "Member" means a person referred to in Article 5;
 - i) "Municipal Representative" refers to any elected official or municipal representative chosen by the member to represent the municipality;

- j) "Person" includes an individual, a partnership and a corporation whether created by act of the Legislature of Alberta or otherwise;
 - k) "Representative" means an individual appointed by a member pursuant to Article 5;
 - l) "Region" means the area encompassed by the membership communities.
 - m) "The *Companies Act*" means the *Companies Act*, R.S.A. 1980, c. C-20, as amended from time to time.
- 2) Words which have a special meaning assigned to them in the Companies Act has the same meaning in these Articles.

3. Headings

The headings used throughout these Articles are inserted for reference purposes only, and are not to be considered or taken into account in construing the terms or provisions of any Article nor to be deemed in any way to qualify, modify or explain the effect of any such terms or provisions.

REGISTERED OFFICE

4. Place of Registered Office

The Board from time to time may change the place within the Province of Alberta at which the Registered Office is situated or fix the address of such Registered Office.

MEMBERS

5. Persons Entitled to be Members

- 1) The members of the Association shall be:
 - a) The subscribers of its Memorandum of Association; and
 - b) Such other persons as shall apply for admission as members of the Association and who are accepted by the Board, provided that such persons are:
 - i) A municipality, as defined by the Alberta Municipal Act, or an Indian Band as defined by the Indian Act of Canada;

- ii) Any other such persons or class of persons as the Board shall determine by a quorum vote.
- 2) The associate member of the Association shall be:
- a) A business agency in the CAEP region;
 - b) A sub-grouping of communities focusing on the delivery of localized economic or tourism development strategies in the CAEP region;
 - c) A health authority conducting business within the CAEP region as defined by Alberta Health;
 - d) A post secondary educational institution currently conducting business within the CAEP region;
 - e) A Community Futures organization operating in the CAEP region as defined by Western Economic Diversification;
 - f) A chamber of commerce representing a community in the CAEP region; and
 - g) Such other organizations that support regional economic development in the CAEP region, with approval of the CAEP board.
- 3) Applications for membership received by the organization shall be reviewed to ensure the applicant complies with the guidelines as set forth above. Acceptance or rejection of membership shall be conveyed by letter endorsed by a duly authorized representative of CAEP.
- 4) Each member shall have 2 voting representatives. One shall represent the business community and one shall represent the municipality itself. If the member is unable to appoint a representative from each group, the member may appoint two representatives from the same group. The member may change either or both of its representatives at any time with written notice to and approved by the Association.
- 5) An Associate member shall have one (1) voting representative. The Associate member may change its representative at any time with written notice to and approved by the Association.

6. Member Responsibilities

Members of the Central Alberta Economic Partnership have the following responsibilities:

- 1) Members are expected to promote regional economic development in Central Alberta;
- 2) Members are expected to educate themselves on the mission, vision, goals, and priorities of the Association;
- 3) Members are expected to attend the Annual General Meeting; and
- 4) Each member is expected to read the Annual Business Plan and Strategic Plan.

7. Cessation of Member

A member shall cease to be a member:

- 1) if the member is a municipality, upon the member ceasing to be a municipality as defined in the Municipal Government Act (Alberta); or
- 2) upon giving at least one calendar year's written notice to the CAEP Board of Directors of its intention to withdraw in the fourth quarter of the following year, or its earlier acceptance by the Board.

8. Cancellation of Membership

The Association shall be entitled to cancel the membership of a member if the member:

- 1) fails to pay any amounts owing to the Association by the date on which such amounts are due, the Association may cancel the membership of the member by special resolution; and
- 1) for inappropriate behaviour not conducive to the intent and operations of the Association.

MEETING OF MEMBERS

9. General Meeting and Annual General Meeting

A General Meeting of the Association shall be held at such time and place as may be determined by the Board in accordance with the provisions of the *Companies Act*. Annual General Meeting of the Association shall be held once per year at such time and place as may be determined by the Board in accordance with the provisions of the *Companies Act*.

10. Extraordinary Meetings

Extraordinary meetings of the Association may be convened by the Board whenever they think fit or may be convened upon the requisition of the members in the manner provided in the *Companies Act* for the convening of extraordinary meetings.

At the request of two thirds of the membership by written notice, the Chairperson shall cause a special meeting to be called but such request must be made in writing at least ten (10) business days before the requested scheduled date.

11. Place of Meeting

Meetings of members shall be held at such place within the Province of Alberta as may be determined by the Board.

12. Notice of Meetings

Where it is proposed to pass a special resolution at a General Meeting, such notice shall be given as is required by the *Companies Act*.

In all other cases, at least ten days' notice specifying the place, the day and hour of a General Meeting and, in case of special business, the general nature of such business, shall be given to the members at such meeting in the manner hereinafter mentioned.

13. Omissions and Errors

The accidental omission to give notice to any such member, or the non-receipt by any such member of such notice or any error in any notice not affecting the substance thereof shall not invalidate the proceedings at any General Meeting held pursuant to such notice or otherwise founded thereon.

14. Waiver of Notice

At any General Meeting, if all the members are present either in person or by proxy, they may waive the necessity of giving any previous notice of such meeting.

An entry in the minutes of such meeting of such waiver shall be sufficient evidence of the due convening of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

15. Annual General Meeting

The business of an Annual General Meeting to be held prior to June 15 of each year shall be:

- 1) to receive and consider the audited financial statement and activities report, for the CAEP fiscal year ending March 31, prepared in accordance with the *Companies Act*;
- 2) the appointment of the auditors;
- 3) the election to the Board for any vacant seats; and
- 4) to transact any other business which under these Articles and the *Companies Act* ought to be transacted at an Annual General Meeting.”

16. Fall General Meeting

The business of a Fall General Meeting to be held prior to December 15 of each year shall be:

- 1) regular election of Board members and election for any vacant seats; and
- 2) to transact any other business which under these Articles and the *Companies Act* ought to be transacted at a General Meeting.”

17. Quorum

For all purposes but subject to Article 16, the quorum for a General Meeting shall be 50% + 1 of the members. Each member may be represented by one or two of its designated representatives in person or by proxy.

18. Proxies

Each voting member may by means of a proxy appoint a proxy holder to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by such proxy. A proxy shall be in writing executed by the member or his attorney authorized in writing and shall conform to the requirements of the *Companies Act*. A proxy is valid only at the meeting in respect of which it is given or at any adjournment thereof and may be revoked in accordance with the provisions of the *Companies Act*.

19. Chair, Secretary and Scrutinizers

The Chair shall preside as Chair at every General Meeting and in the Chair's absence a Vice-Chair, and if none of these are present, or if at any meeting, they are not present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose a member of the Board present to be Chair, or if no member of the Board shall be present and willing to take the Chair, the members present shall choose one of their number to be Chair. If the Secretary of the Association is absent, the Chair shall appoint some person, who

need not be a member, to act as Secretary of the meeting. One or more scrutinizers, who need not be members, may be appointed by ordinary resolution of the members or by the Chair with the consent of the meeting.

20. Adjournment of Meeting

The Chair may adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

21. Voting and Procedure

- 1) Each member as referred to in Article 5-1, namely a municipality or an Indian Band, shall be entitled to 2 votes on any matter that requires or allows the voting of members in these Articles. Each of the two representatives appointed by the member shall be entitled to exercise one of the member's two votes. If a member has only one representative or only one representative is present at a meeting, that representative may exercise both the votes of the member provided notice is given to the Chair of the meeting prior to the meeting.
- 2) Each member as referred to in Article 5-2, namely an Associate member, shall be entitled to 1 vote on any matter that requires or allows the voting of members in these Articles.
- 3) At every General Meeting every question shall be decided in the first instance by a show of hands, unless before or upon the declaration of the result of the show of hands, a poll be demanded by at least two members present in person or represented by proxy, or as may in special instances be required by the Companies Act. A declaration by the Chair that a resolution has been carried or carried by a particular majority, or lost, or not carried by a particular majority shall be conclusive and an entry to that effect in the Minute Book of the Association shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

22. Polls

- 1) If a poll be demanded in the manner above mentioned, it shall be taken in such manner as the Chair shall direct and the result of such poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded. For the purposes of any such poll, the Chair of the meeting shall appoint one or more scrutinizers with authority and power to conduct such poll, to canvas the votes of the members and proxies and to examine into the qualification of the voters. In the case of any dispute as to the admission or rejection of a vote by the scrutinizers, the Chair of the meeting shall determine the same and such determination made in good

faith shall be final, and conclusive. A demand for a poll may be withdrawn.

- 2) A poll may be demanded upon the election of a Chair, or upon a question of adjournment, and such poll shall be taken forthwith without adjournment. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

23. Votes to Govern

At any General Meeting every question shall, unless otherwise required by some provision of these Articles or the *Companies Act*, be determined by a majority of votes cast on the question. In the case of an equality of votes at any General Meeting, whether upon a show of hands or on a poll, the Chair shall deem the motion as failed.

24. Persons Entitled to be Present

The only persons entitled to be present at a General Meeting shall be the representatives or proxies of the members, the auditor of the Association, counsel for the Association and any director or officer of the Association who is not a member. Any other person may be admitted only on the invitation of the Chair and or the association or with the consent of the meeting.

25. Meetings by Telephone

If all the members consent, a member may participate in a meeting of the members by means of such telephone or other communications facilities as permit all persons participating in the meeting to hear each other and a member participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the members.

26. Resolutions in Writing

Notwithstanding anything to the contrary in the Articles, a resolution assented to and adopted in writing under the hands of all the members, though not passed at a General Meeting, shall be of the same force and effect as if it had been duly passed at a General Meeting duly convened, and no previous notice, or convening of any General Meeting for the purpose of passing such resolution, shall in such case be deemed to have been necessary whether the business transacted thereat is special or not, and a member may signify his assent to such resolution in writing under his hand or by electronic communication.

DIRECTORS

27. Number of Directors

A board of not fewer than ten directors shall manage the affairs of the Association, and, in any event of the number of directors being less than ten, they shall not act other than in accordance with Article 27.

28. Elections and Appointment

Each member in good standing shall be eligible to be a member of the Board and if so appointed or elected, as the case may be, shall be represented by that member's appointed representative. The appointed representatives may be the Municipal Representative, the Business Representative or the Associate Representative of the member. The Directors shall be appointed or elected, by ordinary resolution, as follows:

- 1) Each member which is a city with a population greater than 20,000 will appoint 1 director, who must be a municipal representative of the member;
- 2) Each member which is a city with a population between 10,000 and 20,000 will elect as a group 1 director, who must be a municipal representative of the member;
- 3) Each member which is a town or village will, as a group, elect 5 directors; who must be a municipal representative of the member;
- 4) Each member which is a county, municipal district or special area will, as a group, elect 3 directors; who must be a municipal representative of the member;
- 5) All voting member Indian (First Nations) Bands will, as a group, elect 1 director, who must be an elected official of the Band or Council;
- 6) All voting members will elect 3 directors from the pool of business representatives of the members;
- 7) The Associate members will, as a group, elect 1 Director who must be a representative of the Associate member.

29. Directors Term of Office

The directors, who are elected or appointed, shall serve a term of three years. At each Fall General meeting, elections shall be held to replace those directors whose term of office is expiring. Directors will commence their term immediately following the Fall General Meeting. At any General Meeting at which an election or appointment of directors takes place, if such election or appointment does not

take place, the retiring directors shall continue in office until directors have been elected or appointed at a subsequent General Meeting. A retiring director, if qualified, may run for re-election or be reappointed at the discretion of the member being represented.

30. Removal of directors by members

The Association reserves the right to remove a board member from the organization for failure to follow code of conduct as outlined under the policies on Board Member Conduct or Breach of Confidentiality, missing three consecutive meetings, or 40% of the Board and General Meetings during one calendar year of office.

No director shall be removed from office by the members except in accordance with Article 6, Cessation of Member and Article 7, Cancellation of Membership.

31. Vacancies on Board

- 1) A Board of Director may resign from their duties at any time during their term of office. Notice of resignation is to be in writing to the Board of Directors.
- 2) If a member replaces one of its representatives pursuant to Article 5(4) and if that representative is also a director, then the newly appointed representative of the member shall be the interim director up until the next General Meeting, at which time the members entitled may elect a director to hold office for the balance of that director's term subject to Article 31 (3) below.
- 3) If a newly appointed representative does not wish to be an interim director or if a director is unable or unwilling to remain on the Board but will remain a representative of the member, then the Board may:
 - a) appoint an interim director (from the representatives of the group or pool entitled to elect the director, if applicable) to hold office up until the next General Meeting, at which time the members entitled may elect a director to hold office for the balance of the director's term; or
 - b) leave the vacancy open for the balance of the term or until the next general meeting at which time the members entitled may elect, by ordinary resolution, a director to hold office for the balance of the term; or
 - c) call a meeting of the members entitled to elect the vacant directorship to elect, by ordinary resolution, a director to hold office for the balance of the term.

32. Remuneration

A director shall not be paid any compensation by the Association for his/her services as a director. The Board may, by ordinary resolution, reimburse a director for some or all reasonable out-of-pocket expenses necessarily incurred by the director in the performance of any services requested by the Board and extra-ordinary to the regular duties of a director.

33. Powers of Directors

The governance of the activities of the Association shall be vested in the Board of Directors who, in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Association and are not hereby or by statute expressly directed or required to be exercised or done by the Association in a General Meeting but, subject nevertheless to the provisions of the *Companies Act* and of these Articles and to any regulations, from time to time made by the members in a General Meeting provided that no regulation so made shall invalidate any prior act of the directors which would have been valid if such regulation had not been made.

34. Directors' Interest

A director who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a proposed contract or arrangement with the Association shall disclose the nature and extent of his or her interest at the meeting of the Board at which the contract or arrangement is first taken into consideration. If the director is not at the date of that meeting interested in the proposed contract or arrangement, at the next meeting of directors held after the director becomes so interested, and in a case where the director becomes so interested in a contract after it is made or entered into, the disclosure of the directors interest shall be made at the first meeting of the Board held after he or she becomes so interested. A director shall not vote on any contract or arrangement in which he or she has a vested interest and shall leave the meeting during any discussions regarding such contract or arrangement.

35. Delegation of Powers

The Board may from time to time delegate to a committee of the directors, a director or an officer of the Association or any other person as may be designated by the Board, all or any of the powers conferred on the Board by these Articles, now or hereafter existing, or by the *Companies Act* to such extent and in such manner as the Board may determine at the time of such delegation.

MEETINGS OF DIRECTORS

36. Calling of Meetings

The Secretary at the request of the Chair, a Vice-Chair or any two directors, may summon meetings of the Board at any time. The board shall meet no less than 4 times during the association's financial year.

37. Place of Meetings

Meetings of the Board or of any committee of directors may be held at any place in the Province of Alberta.

38. Notice of Meeting and Waiver of Notice

Notice of the time and place of each meeting of the directors shall be given to each director verbally or by electronic communication, not less than 5 days before the time when the meeting is to be held. A notice of a meeting of directors shall specify such matters to be dealt with at the meeting as are required by the *Companies Act* to be specified therein but need not specify the purpose of or the business to be transacted at the meeting. A director may in any manner and at any time waive notice of or otherwise consent to a meeting of the directors.

PROCEEDINGS OF DIRECTORS

39. Quorum

The Board may meet together to conduct the business of the Association, adjourn and otherwise regulate its meetings as it shall think fit. For the transaction of business, 50% + 1 director of the Board shall constitute a quorum. Notwithstanding any vacancy in the Board, a meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Board.

40. Chair

The Chair of the Association, or in the Chair's absence, a Vice-Chair shall be the Chair of any meeting of the directors and if none of these persons be present, or if such persons decline to act, the directors present shall choose one of their number to be Chair.

41. Votes to Govern

Motions arising at any meeting shall be decided by a majority of votes; in the case of an equality of votes, the motion is defeated.

42. Meetings by Telephone

If all the directors consent, a director may participate in a meeting of the directors or of a committee of the directors by means of such telephone or other communications facilities as permit all persons participating in the meeting to hear each other. A director participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the directors and of committees of the directors held while a director holds office.

43. Resolution in Writing

A resolution agreed to by any means of communication by all the members of the Board, as such, shall be as valid and effectual as if it had been passed at a meeting of the Board, duly called and constituted, brought forward to the next Board Meeting for approval of the Association accordingly, and shall be held to relate back to any date therein stated to be the date thereof.

COMMITTEES

44. Executive Committee

- 1) The directors shall elect from within the board ranks an executive committee consisting of the Chair, Vice-Chair, Treasurer and Secretary, or such larger number of directors as the Board may from time to time determine to hold office until their successors are elected.
- 2) The Association's Executive Director shall be an ex-officio member of the executive committee and is not a voting member.
- 3) The executive committee shall meet at such times and place as the members shall determine. Notice of any meeting may be given personally or by telephone or in any other manner provided in these Articles or in the *Companies Act*.
- 4) During the intervals between meetings of the Board, the executive committee shall possess and may exercise (subject to any restrictions contained in the *Companies Act* or imposed from time to time by the directors) all of the powers of the Board to manage the business and affairs of the Association in such manner as the executive committee shall deem to be in the best interests of the Association.
- 5) All proceedings of the executive committee shall be open to the examination of the directors and shall be reported to the directors if and when the directors so direct. The directors may from time to time remove any member from the executive committee and may also from time to time fill any vacancy that may occur in the membership of the executive committee.

- 6) The executive committee shall be elected at the first meeting of the Board following the Annual General Meeting and after March 31st when the new term becomes effective.

45. Other Committees of Directors

The directors may appoint one or more other committees of directors, however designated, and delegate to such committees any of the powers of the directors except those, which, under the *Companies Act*, a committee of directors has no authority to exercise.

46. Transaction of Business

The powers of a committee of directors may be exercised by resolution passed at a meeting at which a quorum is present or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of committees may be held at any place in the Province of Alberta.

47. Procedure

Unless otherwise determined herein or from time to time by the directors, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its Chair and to regulate its procedure.

48. Termination of Committee Membership

Any director who ceases for any reason to be a director shall, upon ceasing to be a director, thereupon also cease to be a member of each and every committee of directors.

OFFICERS

49. Appointment

The directors shall appoint the Chair, Vice Chair, Treasurer and Secretary as officers of the Association and may appoint such other officers as the directors determine is necessary. The directors may specify the duties of and, in accordance with these Articles and subject to the provisions of the *Companies Act*, delegate to such officers the powers to manage the business and affairs of the Corporation. An officer may, but need not be, a director.

50. Chair

The Chair shall be a director and shall be the chief executive officer of the Association. The Chair shall (subject to the authority of the directors) have general monitoring of the business of the Association and shall have such other

duties and powers as the directors may specify and delegate from time to time. The Chair shall at all reasonable times give to the directors, or any of them, all information they may require regarding the affairs of the Association. The Chair shall be the chief spokesperson of the Association.

51. Vice-Chair

The Vice-Chair shall be a director and shall have such duties and powers as the directors may specify and delegate. In the absence of the Chair, the Vice-Chair will fulfil the Chair's role.

52. Treasurer

The Treasurer shall be a director and keep or cause to be kept proper accounting records, and ensure measures are in place for the responsible deposit of money and disbursement of funds of the Association. The Treasurer shall ensure accounting of all transactions and communication of the financial position of the Association to the directors in a format approved by the Board and to have such other duties as the directors may determine. The Treasurer shall be the Chair of the Association's Audit Committee.

53. Secretary

The Secretary shall be a director and attend all meetings of the directors and members. The Secretary shall enter or cause to be entered in records kept for that purpose minutes of all proceedings meetings, shall give or cause to be given, as and when instructed, all notices to members, directors, officers, auditors and members of committees of directors. The Secretary shall be the custodian of the Corporate Seal and official Minute Book of the Association, and shall have such other powers and duties as the directors may specify and delegate. The Secretary shall ensure the agenda and minutes are in a format approved by the Board.

54. Powers and Duties of Other Officers

The powers and duties of all other officers shall be such as the terms of their engagement call for or as the directors may specify and delegate. Any of the duties and powers of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the directors otherwise direct.

55. Variation of Powers and Duties

The directors may from time to time vary, add to or limit the duties and powers of any officer.

56. Term of Office

Each officer appointed by the directors shall hold office for a period of one year.

BUSINESS OF THE ASSOCIATION

57. Minutes

The Board shall cause minutes to be made in books provided for that purpose:

- 1) of all appointments of officers made by the Board;
- 2) of the names of the directors present at each meeting of the Board and of any committee of directors; and
- 3) of all resolutions and proceedings of all General Meetings and meetings of the Board and of the executive committee.

58. Corporate Seal

The Association may have a Corporate Seal of such design as may be approved by the Board. The Corporate Seal shall be held at the registered office.

59. Financial Year

The financial year of the Association shall terminate on March 31st or such other date as will be decided by the membership.

60. Execution of Instruments

Any documents which are to be executed on behalf of the Association but which do not require a corporate seal shall be executed by the Chair and Secretary or by such officer of the Association, or such other person or persons as may be authorized, from time to time, by the Board. The corporate seal shall be affixed to all documents requiring execution under the corporate seal of the Association by the Chair and Secretary or by such officer of the Association or such other person or persons as may be authorized, from time to time by the Board.

61. Banking Arrangements

The banking business of the Association including, without limitation, the borrowing of money and the giving of security therefore, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the directors. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the directors may from time to time prescribe or authorize.

62. Auditors

The Association at each Annual General Meeting may appoint one or more auditors to hold office until the close of the next Annual General Meeting and, if any appointment is not so made, the auditor in office shall continue in office until a successor is appointed. The directors may fill a casual vacancy in the office of auditor but while the vacancy continues the surviving or continuing auditor, if any, may act. The Association, in General Meeting by special resolution, may remove any auditor before the expiration of the term of office, and by ordinary resolution may appoint another auditor in its stead for the remainder of the term. The remuneration of the auditors shall be fixed by the Board.

PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

63. Limitation of Liability

No director or officer shall be liable for the acts, receipts, neglects or defaults of any other director, officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Association shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the moneys, securities or effects of the Association shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his or her office or in relation thereto, unless the same is occasioned by his or her own wilful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the *Companies Act* and the regulations hereunder or from liability for any breach thereof.

64. Indemnity

Subject to the limitations contained in the *Companies Act*, the Association shall (and does hereby) indemnify a director or officer, a former director or officer, or a person who acts or acted at the Association's request as a director or officer of the Association and his or her heirs and legal representatives, against all costs, charges and expenses including an amount paid to settle an action or satisfy a judgement, reasonably incurred in respect of any civil, criminal or administrative action or proceeding to which he or she is made a party by reason of being or having been a director or officer of the Association if:

- 1) he or she acted honestly and in good faith with a view to the best interests of the Association; and
- 2) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she has reasonable grounds for believing that such conduct was lawful.

NOTICES

65. Manner of Giving Notice

Any notice (which term includes any communication or document) to be given (which term includes sent, delivered or served) pursuant to the *Companies Act*, the regulations hereunder, these Articles or otherwise to a member, director, officer, auditor or member of a committee of directors shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to his or her recorded address or if mailed to the recorded address by prepaid mail or if sent to the recorded address by means of facsimile. A notice so delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given on the second business day following that upon which the letter and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given when actually transmitted by the person giving such notice. The Secretary shall change or cause to be changed the recorded address of any member, director, officer, auditor or member of a committee of the directors in accordance with any information believed by him to be reliable.

66. Manner of Signing Notice

The signature to any notice to be given by the Association may be written, printed or otherwise mechanically reproduced.

67. Computation of Time

In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving the notice shall be excluded and the date of the meeting or other event shall be included.

68. Omissions and Errors

The accidental omission to give any notice to any member, director, officer, auditor or member of a committee of directors or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

69. Waiver of Notice

Any member (or duly appointed proxy holder), director, officer, auditor or member of a committee of directors may at any time waive any notice, or waive or abridge the time for any notice, required to be given under any provision of the *Companies Act*, the regulations hereunder. These Articles or otherwise and such waiver or abridgement shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing

except a waiver of notice of a meeting of members or of the directors, which may be given in any reasonable manner.

70. Private Company

Notwithstanding anything to the contrary, either expressly or implied, contained in these Articles, the Association shall be a “private company” within the meaning of the Companies Act and the following provisions shall have effect and be applicable thereto, namely:

- 1) the number of members shall be limited to fifty or less;
- 2) any invitation to the public to become members or to subscribe for any debentures of the Association shall be prohibited; and
- 3) the transfer of any interest of a member in the Association shall be prohibited

WE, the several persons whose names and addresses are subscribed, execute these Articles of Association:

Signature #1

Witness

Address

Occupation

Date

Name of entity

By: _____

Address

Occupation

Date

Signature #2

Witness

Address

Occupation

Date

Name of entity

By: _____

Address

Occupation

Date



Mailing Address: B102, Suite 354
5212 – 48 Street
Red Deer, AB T4N 7C3
Office: 403-357-2237 (CAEP)
Toll Free: 1-888-508-CAEP
Fax: 403-357-2288
Email: info@caepalberta.com
Website: www.centralalberta.ab.ca

January 14, 2016

His Worship Mayor Terry Yemen
Town of Drumheller
224 Centre Street
Drumheller, Alberta T0J 0Y4

Your Worship and Council:

Welcome to Central Alberta Economic Partnership (CAEP)

As one of 11 Regional Economic Development Alliances in the province, CAEP Board of Directors and staff welcomes you.

We are very pleased with your decision to join CAEP and look forward to building our relationship as well as regional economic prosperity, diversity and resilience over the coming years.

Municipal members have two appointments; one municipal representative from Council and one business representative. Presently, towns and villages have five seats at the board level which are currently represented by the Town of Penhold, the Town of Trochu, the Town of Rocky Mountain House, the Town of Sundre and the Village of Caroline. There are also three seats on the board for a business representative appointed by a municipality which are currently held by the Town of Didsbury, Red Deer County and the Village of Delburne. Vacant board positions are filled at the Fall General Meeting held in November of each year.

There are a number of projects CAEP is currently working on which include but are not limited to:

- Zoom Prospector, a commercial and industrial real estate mapping software application.
- ICSC conference attendance at Whistler, BC in late January 2016.
- Committee planning exchanges and long term board strategic planning session.
- ICCI grant application, in part, for a regional Business, Retention, and Expansion program.
- Tourism Investment Opportunity Assessment in partnership with Alberta Culture and Tourism.

Your EDO is invited to attend our Community Needs Advisory Committee, a committee that shares opportunities and challenges of local economic development and collaboratively provides recommendations to the board for consideration regarding projects.

Again, on behalf of the board and staff, I welcome you to CAEP. As always, please connect with me on any queries you may have.

Warm Regards,

Kimberley Worthington, Executive Director

Cc: Cody Glydon (EDO)
Ray Romanetz (CAO)



**Central Alberta Economic Partnership Ltd. (CAEP)
Membership Support Declaration**

The Town of Drumheller pledges our support for the Central Alberta Economic Partnership Ltd. from January 1, 2016 to March 31, 2016. Membership is renewed on a yearly basis, coinciding with CAEP's fiscal year beginning April 1st and our Articles of Association. As the duly appointed representative for the Town of Drumheller, we further agree to provide \$0.40 per capita per annum.

The Town of Drumheller further agrees to provide information and data specific to our community that may be required to maintain the accuracy and currency of information products and services that the Central Alberta Economic Partnership Ltd. may undertake to support economic growth in the Central Alberta region.

The Town of Drumheller further agrees to designate one (1) municipal representative and one (1) business representative to represent our member community. These representatives shall be part of the membership responsible for setting the overall direction of the Central Alberta Economic Partnership Ltd.

PAUL SALVATORE
Print Name
Town of Drumheller Authorized Signing Authority

DIRECTOR, COMMUNITY SERVICES
Title

[Handwritten Signature]
Signature

Dated at DRUMHELLER on the 8th day of June, 2016.



**Municipal Member Declaration of Representatives for the
Central Alberta Economic Partnership Ltd. (CAEP)**

The CAEP Municipal and Business Representatives put forth by the Town of Drumheller are:

Name of Municipal Representative:	TERRY YEMEN
Title	MAYOR
Address:	224 CENTRE ST.
Phone:	403. 823.1329
Email:	TYEMEN@DINOSAURVALLEY.COM

Name of Business Representative:	ADRIAN HARTMAN
Title:	ADRIAN REPRESENTATIVE
Address:	224 - CENTRE ST.
Phone:	403 - 820.7375
Email	AHARTMAN@ATB.COM

For information purposes, see the following excerpt from the Articles of Association as it pertains to the representatives of CAEP and the CAEP Board of Directors:

5. *Persons Entitled to be Members*
 - (1) *The members of the Association shall be:*
 - a) *The subscribers of its Memorandum of Association; and*
 - b) *Such other persons as shall apply for admission as members of the Association and who are accepted by the Board, provided that such persons are:*
 - i. *A municipality, as defined by the Municipal Government Act (Alberta), or an Indian Band as defined by the Indian Act of Canada;*
 - ii. *Any other such persons or class of persons as the Board shall determine by a quorum vote.*
 - (2) *The associate member of the Association shall be:*
 - a) *A business agency in the region;*
 - b) *A sub-grouping of communities focusing on the delivery of localized economic or tourism development strategies in the region;*
 - c) *A health authority conducting business within the region as defined by Alberta Health;*
 - d) *A post secondary educational institution currently conducting business within the region;*
 - e) *A Community Futures organization operating in the region as defined by Western Economic Diversification;*
 - f) *A chamber of commerce representing a community in the region; and*

- g) Such other organizations that support regional economic development in the region, with approval of the board.*
- (3) Applications for membership received by the organization shall be reviewed to ensure the applicant complies with the guidelines as set forth above. Acceptance or rejection of membership shall be conveyed by letter endorsed by a duly authorized representative.*
- (4) Each member shall have two (2) voting representatives. One shall represent the business community and one shall represent the municipality itself. If the member is unable to appoint a representative from each group, the member may appoint two representatives from the same group. The member may change either or both of its representatives at any time with written notice to and approved by the Association.*
- (5) An associate member shall have one (1) voting representative. The associate member may change its representative at any time with written notice to and approved by the Association.*

28. Elections and Appointment

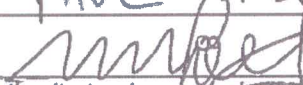
Each member in good standing shall be eligible to be a member of the Board and if so appointed or elected, as the case may be, shall be represented by that member's appointed representative. The appointed representatives may be the Municipal Representative, the Business Representative or the Associate Representative of the member. The Directors shall be appointed or elected, by ordinary resolution, as follows:

- (1) Each member which is a city with a population greater than 20,000 will appoint 1 director, who must be a municipal representative of the member;*
- (2) Each member which is a city with a population between 10,000 and 20,000 will elect as a group 1 director, who must be a municipal representative of the member;*
- (3) Each member which is a town or village will, as a group, elect 5 directors; who must be a municipal representative of the member;*
- (4) Each member which is a county, municipal district or special area will, as a group, elect 3 directors; who must be a municipal representative of the member;*
- (5) All voting member Indian (First Nations) Bands will, as a group elect 1 director, who must be an elected official of the Band or Council;*
- (6) All voting members will elect 3 directors from the pool of business representatives of the members;*
- (7) The associate member will, as a group, elect 1 director who must be a representative of the associate member.*

29. Directors Term of Office

The directors, who are elected or appointed, shall serve a term of three years. At each Fall General Meeting, elections shall be held to replace those directors whose term of office is expiring. Directors will commence their term immediately following the Fall General Meeting. At any General Meeting at which an election or appointment of directors takes place, if such election or appointment does not take place, the retiring directors shall continue in office until directors have been elected or appointed at a subsequent General Meeting. A retiring director, if qualified, may run for re-election or be reappointed at the discretion of the member being represented.

Name /Title PAUL SAWYER

Signature: 
 Authority to sign on behalf of Member

Date June 8, 2016



**Central Alberta Economic Partnership Ltd. (CAEP)
Community Support Declaration**

The municipality of the **Town of Drumheller** pledges our support for the Central Alberta Economic Partnership Ltd. from April 1, 2018 to March 31, 2019.

As the duly appointed representatives of the municipality of the **Town of Drumheller**, we further agree to provide **\$0.45 per capita** per annum, based on the most recent census, for the first year, and **\$0.50 per capita** for the following year.

The municipality of the **Town of Drumheller** further agrees to provide information and data specific to our community that may be required to maintain the accuracy and currency of information products and services that the Central Alberta Economic Partnership Ltd. may undertake to support economic growth in the Central Alberta region.

The municipality of the **Town of Drumheller** further agrees to designate one (1) municipal representative and one (1) business representative from our municipality to represent our municipality. These representatives shall be part of the membership responsible for setting the overall direction of the Central Alberta Economic Partnership Ltd.

DARRYL DROHOMERSKI
Municipal Representative

CHIEF ADMINISTRATIVE OFFICER
Title

[Signature]
Signature

Aug 29/18
Date

Motion # / Resolution # N/A of Council / Board
Meeting of TOWN OF DRUMHELLER, on the 27
Day of AUGUST, 2018.

