



**TOWN OF DRUMHELLER**  
**REGULAR COUNCIL MEETING**

**AGENDA**

TIME & DATE: 4:30 PM – Tuesday, May 20, 2025

LOCATION: Council Chambers, 224 Centre St., via Teams Platform, and  
[Live Stream on Drumheller Valley YouTube Channel](#)

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1. CALL TO ORDER
2. OPENING COMMENTS
3. ADDITIONS TO THE AGENDA
4. ADOPTION OF AGENDA

4.1 **Agenda for the May 20, 2025, Regular Council Meeting**

Proposed Motion: That Council adopt the agenda for the May 20, 2025, Regular Council Meeting, as presented.

5. MEETING MINUTES

5.1 **Minutes for the May 5, 2025, Regular Council Meeting**

[Regular Council Meeting – May 5, 2025 – Draft Minutes](#)

Proposed Motion: That Council approve the minutes for the May 5, 2025, Regular Council Meeting, as presented.

COUNCIL BOARDS AND COMMITTEES

DELEGATIONS

6. REPORTS FROM ADMINISTRATION

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

6.1 **Chief Administrative Officer**

6.1.1 Development Authority Bylaw #01.25 – 3<sup>rd</sup> Reading

[Request-for-Decision](#)  
[\(Draft\) Bylaw #01.25 – Development Authority Bylaw \(3rd Reading\)](#)  
[Bylaw #32.08 – Development Authority Bylaw](#)

Proposed Motion: That Council gives third and final reading to Bylaw #01.25 - Development Authority Bylaw, as presented.

#### **6.1.2 Renewal of Natural Gas Distribution Franchise Agreement**

[Request-for-Decision](#)

[\(Draft\) Bylaw #20.25 – Natural Gas Distribution Franchise Agreement](#)  
[Bylaw #10.15 - Natural Gas Distribution System Franchise Agreement](#)

Proposed Motion: That Council gives first reading to Bylaw #20.25 - Natural Gas Distribution Franchise Agreement Bylaw, as presented.

#### **6.1.3 Drumheller Public Library Board Appointment**

[Request-for-Decision](#)

[Bylaw #04.21 – Council & Committee Procedure Bylaw](#)  
[R. Harvey – Board Application - Redacted](#)

Proposed Motion: That Council approves the appointment of Rebecca Harvey to the Drumheller Public Library Board for a term of three years, beginning May 20, 2025, and ending May 20, 2028.

### **CORPORATE AND COMMUNITY SERVICES**

#### **7.1 Director of Corporate and Community Services**

##### **7.1.1 Drumheller Valley Sports Committee (DVSC) Appointments**

[Request-for-Decision](#)

[Bylaw #04.25 - Drumheller Valley Sports Committee Bylaw](#)  
[DVSC Applications and Letters of Support - Redacted](#)  
[Bylaw #04.21 - Council & Committee Meeting Procedure Bylaw](#)

Proposed Motion: That Council appoint Linda Traquair, Kristi Murphy, Ken Fournier, Gavin Makse, Colin Kloot, William Buchanan, and Amber Hodgson as voting members to the Drumheller Valley Sports Committee, each for a three-year (3) term, beginning May 20, 2025, and ending May 20, 2028.

Proposed Motion: That Council appoints Councillor \_\_\_\_\_ to the Drumheller Valley Sports Committee beginning May 20, 2025, and ending October 20, 2025.

Proposed Motion: That Council appoints Julia Fielding as the non-voting Travel Drumheller representative to the Drumheller Valley Sports Committee, effective May 20, 2025, with a term ending on May 20, 2028, or until such time as she is no longer employed by Travel Drumheller, whichever occurs first.

### **EMERGENCY AND PROTECTIVE SERVICES**



## INFRASTRUCTURE SERVICES

### 9. CLOSED SESSION

#### 9.1 **Personnel**

##### **FOIP 19 – Confidential Evaluations**

Proposed Motion: That Council close the meeting to the public to discuss Personnel as per FOIP 19 – Confidential Evaluations.

Proposed Motion: That Council open the meeting to the public.

### 10. ADJOURNMENT

Proposed Motion: That Council adjourn the meeting.



**TOWN OF DRUMHELLER**  
**REGULAR COUNCIL MEETING**

**MINUTES**

TIME & DATE: 4:30 PM – Monday, May 5, 2025

LOCATION: Council Chambers, 224 Centre Street, via Teams platform and  
[Live Stream on Drumheller Valley YouTube Channel](#).

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**IN ATTENDANCE:**

Mayor Heather Colberg  
Deputy Mayor Patrick Kolafa  
Councillor Stephanie Price  
Councillor Tony Lacher  
Councillor Crystal Sereda (regrets)  
Councillor Tom Zariski

Chief Administrative Officer: Darryl Drohomerski  
Assistant Chief Administrative Officer: Esther Quiambao  
Dir. of Corporate & Community Services: Victoria Chan  
Dir. of Infrastructure: Jared Brounstein  
Dir. of Emergency & Protective Services: Greg Peters  
Communications Officer: Erica Crocker  
Reality Bytes IT Support: David Vidal  
Recording Secretary: Angela Keibel

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1. **CALL TO ORDER**

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

2. **OPENING COMMENTS**

Mayor Colberg announced the passing of Councillor Hansen-Zacharuk. She and all Members of Council extended their condolences to her family and reflected on their shared experiences and memorable moments during her time on Council. A moment of silence was observed in her honour.

3. **ADDITIONS TO THE AGENDA**

Emergent Item 5A - Council Vacancy was added to the agenda by Councillor Lacher.

4. **ADOPTION OF AGENDA**

4.1 **Agenda for the May 5, 2025, Regular Council Meeting**

**M2025.164** Moved by Councilor Zariski, Councillor Kolafa  
That Council adopt the agenda as amended for the May 5, 2025, Regular Council Meeting.

CARRIED UNANIMOUSLY.

5. MEETING MINUTES

5.1 **Minutes for the April 22, 2025, Regular Council Meeting**

Agenda Attachment: Regular Council Meeting – April 22, 2025 – Draft Minutes

**M2025.165** Moved by Councillor Kolafa, Councillor Price  
That Council approve the minutes for the April 22, 2025, Regular Council Meeting,  
as presented.

CARRIED UNANIMOUSLY.

5.2 **Minutes for the April 29, 2025, Special Council Meeting**

Agenda Attachment: Special Council Meeting – April 29, 2025 – Draft Minutes

**M2025.166** Moved by Councillor Lacher, Councillor Price  
That Council approve the minutes for the April 29, 2025, Special Council Meeting,  
as presented.

CARRIED UNANIMOUSLY.

5A. EMERGENT BUSINESS

YouTube Timestamp: 7:04

5A.1 **Council Vacancy**

Agenda Attachments: Request-for-Decision; (Original) Roster for Deputy Mayor 2024-2025; (Revised) Roster for Deputy Mayor 2024-2025.

**M2025.167** Moved by Councillor Lacher, Councilor Zariski  
That a by-election ***not*** take place, and that the vacancy of the Council remain  
unoccupied until it is assumed during the 2025 Municipal Election of October 20,  
2025, in accordance with section 162 of the *Municipal Government Act*.

CARRIED UNANIMOUSLY.

**M2025.168** Moved by Councillor Lacher, Councillor Kolafa  
That Council approve the revised 2024-2025 Roster for Deputy Mayor, as presented.

CARRIED UNANIMOUSLY.

COUNCIL BOARDS AND COMMITTEES

6. DELEGATIONS

YouTube Timestamp: 10:22

6.1 **STARS**

Agenda Attachment: PowerPoint Presentation.

Jackie Seely delivered a presentation from STARS to Council.

**M2025.169** Moved by Councillor Lacher, Councillor Price  
That Council accept the presentation by STARS as information.

CARRIED UNANIMOUSLY.

8. REPORTS FROM ADMINISTRATION

YouTube Timestamp: 29:59

8.1.2 **Corporate & Community Services 2025 First Quarterly Report**

Agenda Attachments: Request-for-Decision; 2025 Q1 Report – Department of Corporate & Community Services.

**M2025.170** Moved by Councilor Zariski, Councillor Kolafa  
That Council accepts as information the 2025 First Quarterly Report for Corporate & Community Services, as presented.

CARRIED UNANIMOUSLY.

Mayor Colberg called a short recess at 5:24 PM.

Mayor Colberg resumed the meeting at 5:30 PM.

7. PUBLIC HEARING AT 5:30 PM

YouTube Timestamp: 1:01:28

7.1 **Proposed Bylaw 09.25 – Downtown Berm Riverside East Removal of Land Designation**

Agenda Attachments: Briefing Note; Bylaw #09.25 – Downtown Berm Riverside East Removal of Land Designation (1st Reading).

Mayor Colberg opened the Public Hearing at 5:31 PM.

She notified the public that the Public Hearing was held in accordance with Part 7 of the Municipal Government Act and the Town of Drumheller Council and Committee Procedure Bylaw 04.21 to provide all persons or groups affected by proposed *Bylaw #09.25 – Downtown Berm Riverside*

*East Removal of Land Designation* the opportunity to provide feedback prior to approval. She confirmed no decisions will be made at this meeting; Council will consider all submissions and will deliberate on this feedback at a future meeting of Council.

At the request of Mayor Colberg, Chief Administrative Officer D. Drohomerski introduced Bylaw 09.25 and briefly spoke about its intended purpose.

Mayor Colberg then reviewed the rules of conduct and the process for the Public Hearing.

**Public Participation: Presenters in Support**

- No one pre-registered to present in-person or remotely, and no written submissions were received in support of Bylaw 09.25.
- Mayor Colberg then called three times for anyone present, either in person or remotely, who wished to express support for Bylaw 09.25, to come forward. There were no submissions and no speakers came forward.

**Public Participation: Presenters in Opposition**

- No one pre-registered to present in-person or remotely, and no written submissions were received in opposition of proposed Bylaw 09.25.
- Mayor Colberg then called three times for anyone present, either in person or remotely, who wished to oppose proposed Bylaw 09.25, to come forward. There were no submissions and no speakers came forward.

As there were no public presentations, Chief Administrative Officer D. Drohomerski was not required to provide a response when requested by Mayor Colberg.

Mayor Colberg then provided the Council with an opportunity to ask any necessary clarifying questions; however, due to the absence of public presentations, no questions were raised by Council.

Mayor Colberg closed the Public Hearing for proposed *Bylaw 09.25 – Downtown Berm Riverside East Removal of Land Designation* at 5:37 PM.

**8. REPORTS FROM ADMINISTRATION**

YouTube Timestamp: 1:08:08

**EMERGENCY AND PROTECTIVE SERVICES DEPARTMENT**

**8.2 Director of Emergency and Protective Services**

**8.2.1 Proposed Bylaw - Community Standards Bylaw #19-25 (1<sup>st</sup> Reading)**

Agenda Attachments: Request-for-Decision; (Draft) Bylaw #19.25 – Community Standards Bylaw (1st Reading); Community Standards Bylaw Survey Results.

**M2025.171** Moved by Councillor Kolafa, Councilor Zariski  
That Council gives first reading to Community Standards Bylaw #19.25, as presented, and sets a Public Hearing date for June 2, 2025.

CARRIED UNANIMOUSLY.

## CORPORATE AND COMMUNITY SERVICES

YouTube Timestamp: 1:24:15

### 8.1 Director of Corporate and Community Services

#### 8.1.1 2025 Property Taxation – Bylaw #21.25 – 2025 Property Tax Rate Bylaw

Agenda Attachments: Request-for-Decision; (Draft) Bylaw #21.25 – 2025 Property Tax Rate Bylaw.

**M2025.172** Moved by Councillor Price, Councillor Lacher  
That Council give first reading to 2025 Property Tax Rate Bylaw 21.25, as presented.

CARRIED UNANIMOUSLY.

**M2025.173** Moved by Councillor Lacher, Councillor Kolafa  
That Council give second reading to 2025 Property Tax Rate Bylaw 21.25, as presented.

CARRIED UNANIMOUSLY.

**M2025.174** Moved by Councillor Price, Councillor Lacher  
That Council give unanimous consent for third and final reading of Bylaw 21.25 – 2025 Property Tax Rate Bylaw.

CARRIED UNANIMOUSLY.

**M2025.175** Moved by Councilor Zariski, Councillor Kolafa  
That Council give third and final reading to 2025 Property Tax Bylaw 21.25, as presented.

CARRIED UNANIMOUSLY.

## INFRASTRUCTURE SERVICES

YouTube Timestamp: 1:38:16

### 8.3 Director of Infrastructure

#### 8.3.1 Infrastructure Services – 2025 Q1 Report

Agenda Attachments: Request-for-Decision; 2025 Q1 Report Presentation.

**M2025.176** Moved by Councillor Lacher, Councillor Price  
That Council accepts as information the 2025 Q1 Report from Infrastructure  
Services, as presented.

CARRIED UNANIMOUSLY.

CLOSED SESSION

9. ADJOURNMENT

**M2025.177** Moved by Councillor Lacher, Councillor Price  
That Council adjourn the meeting.

CARRIED UNANIMOUSLY.

Council adjourned the meeting at 6:22 PM.

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MAYOR

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CHIEF ADMINISTRATIVE OFFICER

## REQUEST FOR DECISION

<b>TITLE:</b>	Development Authority Bylaw #01.25
<b>DATE:</b>	May 20, 2025
<b>PRESENTED BY:</b>	Antonia Strilisky, Development Officer
<b>ATTACHMENTS:</b>	Draft Bylaw #01.25 – Development Authority Bylaw (third Reading) Bylaw #32.08 – Development Authority Bylaw

### SUMMARY:

The Development Department continues to update policies and bylaws affecting the department to ensure all statutory documents align with current best practices. The current Development Authority Bylaw was passed in 2008 and requires significant changes.

On January 20, 2025, Administration presented first and second reading of Development Authority Bylaw #01.25, which is intended to repeal and replace Development Authority Bylaw #32.08. Aside from small grammatical and clerical changes, no changes have been made since the first and second readings of the proposed Bylaw.

### RECOMMENDATION:

Administration recommends that Council give third and final reading to proposed *Development Authority Bylaw #01.25*, as presented.

### DISCUSSION:

The attached proposed Development Authority Bylaw #01.25 represents a complete rewriting of Development Authority Bylaw #32.08 to align with current practices. Major changes included in the Development Authority Bylaw #01.25 that are not included in the current iteration of the Bylaw are as follows:

Section	Description
<b>Section 3.1</b>	Change of appointment authority for the Development Officer from Council to the CAO to align with the removal of Section 624 of the Municipal Government Act (MGA).
<b>Section 3.4</b>	Aligns the responsibilities of the Development Authority with the provisions of the Land Use Bylaw to improve clarity for MPC Members, the Development Officer and the general public.
<b>Section 4</b>	Specifically outlines regulations for membership, including: <ul style="list-style-type: none"> <li>• Removal of disqualifications due to absence; and</li> <li>• Removal of a maximum term duration for members.</li> </ul>
<b>Section 4.4 / 4.5</b>	Specify who the (non-voting) advisors present at the MPC meetings are.
<b>Section 5</b>	Addition of appointment and requirements of the Recording Secretary.
<b>Section 6.6</b>	Specify that “present” means in person or via online video call to align with modern meeting practices.



**Section 6.7**

Specify that a “majority” vote is the greater number of voter’s present and that equal votes on resolutions will be defeated

The Proposed Development Authority Bylaw #01.25 will better align with current best practices and provide further guidance on the roles and responsibilities of Commission members and non-voting advisors within the meetings.

Minor administrative changes have been made to formatting however, these are made as clerical amendments and do not amend any clauses to the bylaw.

**FINANCIAL IMPACT:**

Administration costs associated with amending this bylaw are absorbed into the current 2025 operating budget. Members-at-Large of the Municipal Planning Commission (MPC) are volunteers and are not reimbursed under either the current *Development Authority Bylaw #32-08*, nor the draft Bylaw *Development Authority Bylaw#01.25*.

**STRATEGIC POLICY ALIGNMENT:**

Adherence to the Municipal Government Act (MGA), Land Use Bylaw, Municipal Development Plan and support effective and informed governance.

**COMMUNICATION STRATEGY:**

After third and final reading, the Bylaw will be updated on our website, internal staff as well as Municipal Planning Commission members will be notified of the change, and the Planning and Development webpage will be updated to reflect the changes in the Bylaw.

**MOTION:**

That Council gives third and final reading to Bylaw #01.25 - Development Authority Bylaw, as presented.

Prepared by:  
Antonia Strilisky  
Development Officer

Reviewed by:  
Reg Johnston  
Manager of Economic  
Development

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

**TOWN OF DRUMHELLER**  
**BYLAW NUMBER 01.25**  
DEPARTMENT: DEVELOPMENT AND PLANNING

DEVELOPMENT AUTHORITY BYLAW

BEING A BYLAW OF THE TOWN OF DRUMHELLER, IN THE PROVINCE OF ALBERTA,  
PURSUANT TO THE PROVISIONS OF THE MUNICIPAL GOVERNMENT ACT, BEING  
CHAPTER M26.1 OF THE REVISED STATUTES OF ALBERTA 2000 AND AMENDMENTS  
THERETO, TO PROVIDE FOR THE APPOINTMENT OF A DEVELOPMENT AUTHORITY

**WHEREAS**, section 625 of the *Municipal Government Act, R.S.A. 2000, c. M-26*, and amendments thereto, provides that a council must, by bylaw, provide a development authority to exercise development powers and perform duties on behalf of the municipality;

**AND WHEREAS**, section 625 (1) of the *Municipal Government Act*, provides that a council may by bylaw establish a Municipal Planning Commission;

**AND WHEREAS**, section 625 (3) of the *Municipal Government Act* provides that a bylaw establishing a Municipal Planning Commission must prescribe the functions and duties of the commission;

**NOW THEREFORE** the *Council* of the Town of Drumheller enacts the following:

**1. CITATION**

1.1 This Bylaw shall be cited as the "Development Authority Bylaw."

**2. DEFINITIONS**

2.1 For the purposes of this Bylaw, the following definitions shall apply:

- a) "Chief Administrative Officer" or "CAO" means the person appointed as Chief Administrative Officer of the *Town of Drumheller*, or their designate;
- b) "*Commission*" means the Municipal Planning Commission of the *Town of Drumheller*;
- c) "*Council*" means the Mayor and Councillors of the *Town of Drumheller*;
- d) "*Council & Committee Meeting Procedure Bylaw*" means the *Council & Committee Meeting Procedure Bylaw #04.21*, as amended from time to time, and its successor legislation;
- e) "*Development Authority*" means a designated body or board which is authorized and assigned by *Council* to enforce the provision of the *Act* and its regulations, the Subdivision and Development Regulation, a subdivision approval, the conditions of a development permit, and the *Land Use Bylaw*;
- f) "*Development Officer*" means the *Development Officer* of the *Town of Drumheller* established pursuant to the *Land Use Bylaw*;
- g) "*Intermunicipal Subdivision and Development Appeal Board*" means the appeal

board as outlined within the *Palliser Intermunicipal Development and Subdivision Appeal Board Bylaw #17.21*, as amended from time to time, and its successor legislation;

- h) “*Land Use Bylaw*” means the *Land Use Bylaw #16.20*, as amended from time to time, and its successor legislation;
- i) “*Land Use District*” means the areas within the jurisdiction of the *Town* that have been delineated in accordance with the *Land Use Bylaw*, and in accordance with the *Act*;
- j) “*Member*” shall mean a member of the *Commission* appointed pursuant to this Bylaw;
- k) “*Member-at-large*” shall mean a member of the general public appointed by *Council* to a committee of *Council*;
- l) “*Municipal Government Act*” or “*MGA*” or “*Act*” means the *Municipal Government Act, RSA 2000 c. M-26*, as amended from time to time, and its successor legislation;
- m) “*Town of Drumheller*” or “*Town*” means the *Town of Drumheller*, a municipal corporation in the Province of Alberta, and includes the area contained within the corporate boundaries of the *Town of Drumheller*, as the context may require;
- n) “*Planner*” means a person or organization hired by the *Town* to perform duties of a Professional Planner for the *Town*;
- o) “*Regulations*” means the *Subdivision and Development Regulation, AP 43/2002*, as amended from time to time, and its successor legislation.

### 3. DEVELOPMENT AUTHORITY

- 3.1 The office of the *Development Officer* is hereby constituted and shall be appointed by the CAO of the Town of Drumheller.
- 3.2 The *Development Officer* shall act as a *Development Authority* as outlined in this Bylaw and shall review and render decisions on Development Permit Applications which:
  - a) are deemed permitted uses; and
  - b) require a setback relaxation as outlined in the *Land Use Bylaw*.
- 3.3 The *Commission* is hereby established as a committee of *Council* and shall operate in accordance with the *Council & Committee Meeting Procedure Bylaw*, except for where otherwise provided within this Bylaw.
- 3.4 The *Commission* shall act as a *Development Authority* as outlined in this Bylaw and shall review and render decision on Development Permit Applications which:
  - a) require a variance for setbacks, building heights, and site coverage up to 50%, as outlined in each specific *Land Use District*, which are deemed by the *Development Officer* not to have a negative impact on adjacent lands or uses; and

- b) are considered discretionary uses of land and/or buildings as outlined each specific *Land Use District*, which are deemed by the *Development Officer* not to have a negative impact on adjacent lands or uses.

#### 4. MEMBERSHIP

4.1 The *Commission* shall consist of:

- a) no less than two (2) elected officials of *Council*; and
- b) up to five (5) *members-at-large* appointed by *Council*;

4.2 No *member* of the *Commission* may be;

- a) an employee of the *Town of Drumheller*;
- b) a person that carries out subdivision or development powers, duties, and functions on behalf of the *Town*; or
- c) a person who is a member of the *Intermunicipal Subdivision and Development Appeal Board*.

4.3 The appointment of a *member-at-large* terminates:

- a) upon the expiry of their term as established as a resolution of *Council*;
- b) if the *member* ceases to be a resident of the *Town*;
- c) if the *member* becomes a Councillor for the *Town*;
- d) if the *member* meets any of the conditions outlined in section 4.2 of this Bylaw; or
- e) if the *member* is removed from the *Commission* by a resolution of *Council*.

4.4 The following shall serve as non-voting advisors to the *Commission* and shall attend *Commission* meetings as required:

- a) The *Development Officer*;
- b) A *Planner*; and
- c) The CAO.

4.5 Where necessary, the *Commission* may invite other persons to attend its meetings in an advisory capacity, but such persons may not vote nor take part in the decision making of the *Commission*.

4.6 No *member* shall discuss, debate, or be involved in the decision-making matter before the *Commission* where the *member* has bias in relation to that matter. The *member* shall declare their bias before any discussion of the matter and shall remove themselves from

the meeting for the discussion, debate, and decision of the matter, and their declaration shall be recorded in the meeting minutes.

## **5. MUNICIPAL PLANNING COMMISSION SECRETARY**

5.1 The *Commission* Secretary shall be appointed by the CAO or their designate.

5.2 The *Commission* Secretary shall:

- a) ensure that all circulation requirements of the *Act, Regulations, Land Use Bylaw*, and any other municipal bylaws are adhered to;
- b) ensure that all noticing and advertising requirements of the *Act, Regulations, Land Use Bylaw*, and any other municipal Bylaws are adhered to;
- c) ensure there is quorum for all meetings;
- d) prepare all decisions and reasons for the decision of the *Commission* for execution by the Chair or Vice Chair;
- e) send out all decisions of the *Commission* to relevant parties in accordance with the *Act* and the *Land Use Bylaw*;
- f) record, prepare, and maintain minutes of the *Commission* meetings;
- g) ensure *Council* is presented with signed *Commission* meeting minutes within two (2) weeks of approval;
- h) keep and maintain on file for inspection by the public during office hours the following documentation and information:
  - i) A register of all applications for development permits and subdivision approvals including the supporting documentation;
  - ii) Records of all *Commission* decisions and reasons thereto; and
  - iii) *Commission* agenda packages and meeting minutes;
- i) carry out such other administrative duties and functions that the *Commission*, CAO, or *Development Officer* may direct.

## **6. CONDUCT OF BUSINESS**

6.1 *Council* members of the *Commission* shall be appointed at *Council's* annual Organizational meeting for a one (1) year term. Any member of *Council's* appointment to the *Commission* shall terminate upon ceasing to be a member of *Council*.

6.2 *Council* shall appoint an alternate member of *Council* to act when any of the *Council* members are unable to attend a *Commission* meeting.

- 6.3 The *Commission* shall elect a Chairperson and a Vice Chairperson from its *members*.
- 6.4 Three (3) *members* of the *Commission* shall constitute a quorum for the making of all decisions and for doing any action required or permitted to be done by the Chairman.
- 6.5 Only those *members* of the *Commission* present at a meeting of the *Commission* shall vote on any matter before it.
- 6.6 *Members* of the *Commission* will be deemed present at a meeting if attending either in person, or via an online video call.
- 6.7 The decision of the majority of the *members* present at a meeting duly convened shall be deemed to be the decision of the whole *Commission*. If there are an equal number of votes for or against a resolution, the resolution is defeated.
- 6.8 The *Commission* shall hold such meetings as are necessary to fulfill the *Commission's* responsibility.
- 6.9 The *Commission* may make rules as are necessary for the conduct of its meetings and its business that are consistent with this bylaw, Municipal Development Plan, *Land Use Bylaw*, Area Structure Plans and Provincial Acts and Regulations.
- 6.10 The remuneration, travelling, and other expenses of the Chairperson and other *members* of the *Commission* shall be established by *Council* resolution and/or policies.
- 6.11 When rendering a discussion of any development permit application the *Commission* may;
- a) issue a permit with or without conditions;
  - b) defer the application and request further information; or
  - c) refuse the application, stating reasons for the refusal.
- 6.12 The *Commission* shall give its decisions in writing, including reasons for approval or refusal, and must state whether the appeal lies with the;
- a) *Intermunicipal Subdivision and Development Appeal Board*; or
  - b) Municipal Government Board.
- 6.13 An order, decision, notice, approval, endorsement, or any other thing issued by the *Commission* may be signed on its behalf by its Chairperson, Vice-Chairperson, a *Development Officer* or the *CAO*.

## 7. SEVERABILITY

- 7.1 If any portion of this Bylaw is found to be invalid, that portion shall be severed from the remainder of the Bylaw and shall not invalidate the whole Bylaw.

## 8. TRANSITIONAL

- 8.1 Upon third reading of Bylaw 01.25 – Development Authority Bylaw, Bylaw #32.08 and all amendments thereto are hereby repealed.
- 8.2 This Bylaw comes into full force and effect upon third and final reading and when duly signed and sealed.
- 8.3 Upon the coming into force of this Bylaw, the *members* appointed pursuant to Bylaw #32.08 are continued as *members* under this Bylaw until new *members* are appointed in accordance with this Bylaw.

READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

READ A THIRD AND FINAL TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

## **TOWN OF DRUMHELLER**

### **BY-LAW # 32-08**

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**BEING A BYLAW OF THE TOWN OF DRUMHELLER, IN THE PROVINCE OF ALBERTA, PURSUANT TO THE PROVISIONS OF THE MUNICIPAL GOVERNMENT ACT, BEING CHAPTER M26.1 OF THE REVISED STATUTES OF ALBERTA 2000 AND AMENDMENTS THERETO, TO PROVIDE FOR THE APPOINTMENT OF DEVELOPMENT OFFICER AND THE ESTABLISHMENT OF THE MUNICIPAL PLANNING COMMISSION.**

PURSUANT to Section 624 of the Municipal Government Act, the town of Drumheller Council duly assembled, enacts as follows:

1. The Drumheller Development Authority shall advise and assist Council with regard to the planning of orderly and economical development within the municipality and shall seek to ensure that any proposed development is in accordance with the purpose, scope of intent of the municipal development plan, land use bylaws, area structure plans and/or area redevelopment plans.
2. The Drumheller Development Authority shall consist of a Development Officer and a Municipal Planning Commission who are authorized to receive, consider and decide on applications for development permits in the manner prescribed in the Land Use Bylaws.

#### **APPOINTMENT OF DEVELOPMENT OFFICER**

3. Council may, by resolution, appoint Development Officer(s).

#### **ESTABLISHMENT OF THE MUNICIPAL PLANNING COMMISSION**

4. That a Commission known as the Municipal Planning Commission of the town of Drumheller, hereinafter called "the Commission" is hereby established.
5. The Commission shall be composed of not less than three persons appointed by resolutions of Council.
6. No person who is a member of the Subdivision and/or Development Appeal Board shall be appointed to act as a member of the Commission.
7. The Commission shall elect a Chairman and Vice-Chairman from its members.
8. Term of Membership with the Commission will be three years. No person, other than elected officials sitting as a member may serve more than two consecutive terms unless that person has been off the Board for one full term or at the discretion of Council.




9. Any vacancy caused by death, retirement or resignation of a member may be filed by resolution of the Council.
10. A person is disqualified from remaining a member of the Commission if such person is absent from three consecutive meetings, or has attended less than 75% of the meetings within any calendar year. Notwithstanding the above, a person is not disqualified if his/her absence is authorized by a resolution of the Commission.
11. The Commission shall not be disbanded, nor a member of it discharge without cause.
12. Three members of the Commission shall constitute a quorum for the making of all decisions and for doing any action required or permitted to be done by the Commission.
13. Only those members of the Commission present at a meeting of the Commission shall vote on any matter before it.
14. The decision of the majority of the members present at a meeting duly convened shall be deemed to the decision of the whole Commission.
15. The Commission shall hold such meetings as are necessary to fulfil the Commission's responsibilities.
16. The Commission shall have prepared and maintained a file of written minutes of the business transacted at all meetings of the Commission, copies of which shall be regularly filed with the Council.
17. The Commission may make rules as are necessary for the conduct of its meetings and its business that are consistent with the Bylaw and the Municipal Government Act and municipal Government Amendment act.
18. The remuneration, travelling and living expenses of the Chairman and other members of the Commission shall be established by resolution of the Council.
19. The setting of fees for any matter coming before the Commission shall be established by resolution of Council as it considers necessary.
20. A secretary of the Commission shall be appointed by the Chief Administrative Officer.
21. The Commission may make its orders, decisions, development permits and approvals and issue notices with or without conditions.

22. This Bylaw comes into effect upon the date of its being finally passed.
23. This Bylaw shall repeal Bylaw 01-98 .

READ A FIRST TIME THIS 27<sup>th</sup> day of October, 2008

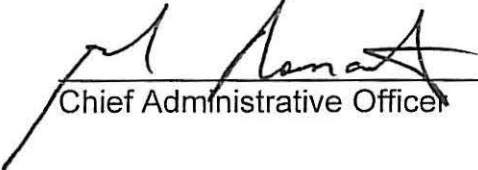
READ A SECOND TIME THIS 27<sup>th</sup> day of October, 2008

READ A THIRD TIME THIS 27<sup>th</sup> day of October, 2008



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Chief Elected Officer



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Chief Administrative Officer

## REQUEST FOR DECISION

<b>TITLE:</b>	Renewal of Natural Gas Distribution Franchise Agreement
<b>DATE:</b>	May 20, 2025
<b>PRESENTED BY:</b>	Darryl Drohomerski, C.E.T. Chief Administrative Officer
<b>ATTACHMENTS:</b>	Bylaw #20.25 – Natural Gas Distribution Franchise Agreement Bylaw #10.15 - Natural Gas Distribution System Franchise Agreement

### SUMMARY:

Pursuant to section 45(1) of the Municipal Government Act (the “MGA”), Council may grant a right, exclusive or otherwise, for a person to provide a utility service in all or part of the municipality, for not more than 20 years. Most municipalities grant exclusive right to offer this service through what is generally referred to as a “franchise agreement.”

The Town of Drumheller currently has a franchise agreement for natural gas distribution with Apex Utilities. This agreement was effective November 1, 2015, and is set to expire on October 31, 2025. Due to the upcoming expiration, the Town of Drumheller will need to renegotiate the renewal of this agreement with Apex Utilities.

The renegotiated agreement will need to be approved by a bylaw of Council. Bylaw #20.25 will give approval to the renegotiated agreement and will repeal Bylaw #10.15, which was the Bylaw that approved the agreement from 2015 - 2025.

### RECOMMENDATION:

That Council give first reading to Bylaw #20.25 - Natural Gas Distribution Franchise Agreement, as presented.

### DISCUSSION:

The proposed 2025 Franchise Agreement is attached as Schedule ‘A’ of Bylaw #20.25 and forms part of the Bylaw. The proposed 2025 Franchise Agreement is identical to the 2015 Franchise Agreement with the exception of the term, which will begin on November 1, 2025, and will expire on October 31, 2030.

Franchise agreements are standard across the province, with templates being created by the Alberta Utilities Commission (AUC). Additionally, all franchise agreements will require final approval by the AUC.

In addition to the term, the municipality is responsible for establishing municipal franchise fees. The franchise fee is the fee charged by the municipality in exchange for granting the right to provide utility service in the municipality and the right to place distribution facilities on municipal-owned land. These franchise fees are calculated as a percentage of the total distribution charges on a customer's bill and will be listed on the bill as a “municipal franchise fee.” The Alberta Utilities Commission (AUC) regulates franchise fees in the province and has established a cap for natural gas franchise fees at 35%. Currently, the Town of Drumheller has a franchise fee of 27%. Administration recommends that the Town of Drumheller maintain the current franchise fee at 27%. A list of the franchise fees of surrounding urban municipalities is listed in

Appendix 'A' of this Request for Decision. According to Section 5(b) of the proposed 2025 Franchise Agreement, the Town of Drumheller may adjust the franchise fee annually by submitting a request to Apex Utilities no later than November 1 of the given year. Therefore, Administration recommends that our franchise fees for both electric and natural gas be reviewed annually as part of the budgeting process and be adjusted as necessary at that time.

**FINANCIAL IMPACT:**

For the period between 2015 and 2025, the average annual revenue derived from franchise fees was \$1,798,290. Administration recommends that the franchise fees remain at 27% for 2025-2026 and that the franchise fees be reviewed on an ongoing basis at yearly budget discussions. We anticipate that the franchise fees will result in an annual revenue of approximately \$2,159,000 in 2026.

**STRATEGIC POLICY ALIGNMENT:**

Good governance in accordance with Section 45(1) of the *Municipal Government Act* (the "MGA").

**COMMUNICATION STRATEGY:**

Following first reading of Bylaw #20.25, In accordance with Rule 029 of the Alberta Utilities Commission (AUC), The Town of Drumheller will advertise on our website that the Town is seeking to renew the franchise agreement with Apex Utilities. The notice will contain the contact information for the Town and Apex Utilities to allow residents to submit objections.

Both the Town of Drumheller and Apex Utilities will record a copy or summary of all written and oral objections or concerns received from interested parties. Once all objections have been satisfied, the agreement will be submitted to the AUC for review and approval. Once the agreement has been approved by the AUC, the Bylaw will be given second and third reading by the Town of Drumheller Council.

**MOTION:**

That Council give first reading to Bylaw #20.25 - Natural Gas Distribution Franchise Agreement Bylaw, as presented.



Prepared by:  
Mitchell Visser  
Manager of Legislative  
Services



Reviewed by:  
Esther Quiambao  
Assistant Chief  
Administrative Officer



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



Approved by:  
Victoria Chan  
Chief Financial Officer

APPENDIX 'A'  
NATURAL GAS FRANCHISE FEE BY MUNICIPALITY

Municipality	Population	Franchise Fee
Town of Drumheller	7,909	27%
Town of Strathmore	14,339	35%
Town of Stettler	5,695	30%
Town of Crossfield	3,599	20%
Town of Carstairs	4,898	25%
Town of Bowden	1,280	22%
Town of Innisfail	7,985	30%
Town of Olds	9,209	30%
	Average:	27%

**TOWN OF DRUMHELLER**  
**BYLAW NUMBER 20.25**  
DEPARTMENT: LEGISLATIVE SERVICES

NATURAL GAS DISTRIBUTION FRANCHISE BYLAW

A BYLAW OF THE TOWN OF DRUMHELLER TO AUTHORIZE THE MAYOR AND CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN AGREEMENT GRANTING APEX UTILITIES INC. (THE "COMPANY"), THE RIGHT TO PROVIDE NATURAL GAS DISTRIBUTION SERVICE WITHIN THE MUNICIPALITY.

**WHEREAS** pursuant to the provisions of the *Municipal Government Act R.S.A. 2000 c. M-26*, the Town of Drumheller desires to grant an exclusive franchise to provide natural gas 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 said Act;

**AND WHEREAS** the Town of Drumheller and the Company have agreed to enter into a Natural Gas Distribution System Franchise Agreement (the "Agreement"), in the form annexed hereto.

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

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

## 1. CITATION

- 1.1 This Bylaw shall be cited as the *Town of Drumheller* "Natural Gas Distribution Franchise Bylaw".

## 2. DEFINITIONS

- 2.1 For the purposes of this Bylaw, the following definitions shall apply:

- a) "*Agreement*" means the agreement between the *Town of Drumheller* and Apex Utilities Inc. annexed hereto as Schedule 'A', forming part of this Bylaw;
- b) "*Company*" means Apex Utilities Inc, a corporation providing natural gas distribution service in the Province of Alberta;
- c) "*Chief Administrative Officer*" or "*CAO*" means the person appointed as *Chief Administrative Officer* for the *Town of Drumheller*, or their designate; and
- d) "*Town of Drumheller*" or "*Town*" means the *Town of Drumheller*, a municipal corporation in the Province of Alberta, and includes the area contained within the corporate boundaries of the *Town of Drumheller*, as the context may require;

## 3. EFFECT

- 3.1 The Natural Gas Distribution System Franchise Agreement (the "Agreement"), a copy of which is annexed hereto as Schedule "A", be hereby ratified, confirmed and approved, and

that the Mayor and *Chief Administrative Officer* are hereby authorized to enter into the Natural Gas Distribution System Franchise Agreement for and on behalf of the *Town of Drumheller* and the *Chief Administrative Officer* is hereby authorized to affix thereto the corporate seal of the *Town of Drumheller*.

- 3.2 The *Town of Drumheller* consents to the exercise by the *Company* within the *Town of Drumheller* 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. SCHEDULES

- 4.1 Schedule 'A' forms part of this Bylaw.

#### 5. SEVERABILITY

- 5.1 If any portion of this Bylaw is found to be invalid, that portion shall be severed from the remainder of the Bylaw and shall not invalidate the whole Bylaw.

#### 6. TRANSITIONAL

- 6.1 This Bylaw comes into full force and effect upon the Natural Gas Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third and final reading.
- 6.2 Upon third reading of this Bylaw, Bylaw #10.15 and all amendments thereto are hereby repealed.

READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

READ A THIRD AND FINAL TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

2025

**BETWEEN:**

**Town of Drumheller**

---

**- AND -**

**Apex Utilities Inc.**

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## **NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

BETWEEN:

**Town of Drumheller,**

a municipality located in the Province of Alberta  
(the “**Municipality**”)

OF THE FIRST PART

– and –

**Apex Utilities Inc.,**

a corporation having its head office at the City of Leduc,  
in the Province of Alberta  
(the “**Company**”)

OF THE SECOND PART

**WHEREAS** the Municipality desires to grant and the Company, collectively the “**Parties**”, desires to obtain an exclusive franchise to provide Natural Gas 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 will have the meanings attributed to them as follows:

- a) “**Agreement**” means this Natural Gas Distribution System Franchise Agreement;
- b) “**Alternative Course of Action**” shall have the meaning set out in paragraph 14 (c);
- c) “**Commission**” means the Alberta Utilities Commission (AUC) as established under the *Alberta Utilities Commission Act* (Alberta);
- d) “**Company**” means the Party of the second part to this Agreement and includes its successors and permitted assigns;
- e) “**Construct**” means constructing, reconstructing, upgrading, extending, relocating, or removing any part of the Natural Gas Distribution System;
- f) “**Consumer**” or “**Consumers**” as the text may require, 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 Natural Gas Distribution Service by the Company pursuant to the Company’s Delivery Tariff;

- g) **“Core Services”** means all those services set forth in Schedule “A” of this Agreement;
- h) **“Delivery Tariff”** means the rates and Terms and Conditions of service approved by the Commission from time to time on an interim or final basis, as the case may be, for the Company to deliver Natural Gas to the Consumer;
- i) **“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;
- j) **“Extra Services”** means those services set forth in Schedule “B” that are requested by the Municipality for itself or on behalf of its citizens and provided by the Company in accordance with paragraph 7 of this Agreement;
- k) **“GUA”** means the *Gas Utilities Act* (Alberta);
- l) **“Intended Time Frame”** shall have the meaning set out in paragraph 14 (c);
- m) **“Maintain”** means to maintain and keep in good repair any part of the Natural Gas Distribution System;
- n) **“Major Work”** means any Work to Construct or Maintain the Distribution System that costs more than fifty-thousand (\$ 50,000) Dollars;
- o) **“MGA”** means the *Municipal Government Act* (Alberta);
- p) **“Modified Plans”** shall have the meaning set out in paragraph 14 (c)(ii);
- q) **“Municipality”** means the Party of the first part to this Agreement;
- r) **“Municipal Compensation”** shall have the meaning set out in paragraph 20;
- s) **“Municipal Service Area”** means the geographical area within the legal boundaries of the Municipality where the Company has been granted rights hereunder in connection with, among other matters, Natural Gas Distribution Service, as altered from time to time;
- t) **“Municipal Property”** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- u) **“Natural Gas”** means a combustible mixture of hydrocarbon gases;
- v) **“Natural Gas Distribution Service”** means the delivery of Natural Gas in accordance with the Company’s Delivery Tariff;
- w) **“Natural Gas Distribution System”** means any facilities owned by the Company which are used to provide Natural Gas Distribution Service within the Municipal Service Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits,

valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Service Area and includes any Natural Gas transmission lines owned by the Company within the Municipal Service Area;

- x) **“NOVA Gas Transmission Ltd. (NGTL)”** means NGTL and its successors, as applicable, for purposes of paragraph 5 g) of this Agreement. For greater certainty, the provisions of paragraph 5 g) may only apply in relation to franchises held by ATCO;
- y) **“Operate”** means to operate the Natural Gas Distribution System, or to interrupt or restore service in any part of the Natural Gas Distribution System, in a safe and reliable manner;
- z) **“Party”** means any party to this Agreement and **“Parties”** means all of the parties to this Agreement;
- aa) **“Plans and Specifications”** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuance of any approval that may be required under this Agreement;
- bb) **“Term”** means the term of this Agreement set out in paragraph 2;
- cc) **“Terms and Conditions”** means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;
- dd) **“Work”** means any work to Construct or Maintain the Natural Gas Distribution System; and
- ee) **“Work Around Procedures”** shall have the meaning set out in paragraph 14 (c)(ii).

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

## 2) Term

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:
  - i) 1<sup>st</sup> day of November, 2025; and
  - ii) the first (1<sup>st</sup>) business day after both of the following have occurred:

- A. the Commission has approved and acknowledged this Agreement; and
  - B. Council of the Municipality has passed third reading of the applicable adopting bylaw.
- b) This Agreement will expire on the 31<sup>st</sup> day of October, 2030.
  - c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

### **3) Expiry of Term of Agreement**

- a) Provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Term of its intention to negotiate a new franchise agreement, at any time following the expiration of the Term, and if the Municipality has not provided written notice to the Company to exercise its rights to purchase the Natural Gas Distribution System, either Party may submit any items in dispute pertaining to a new franchise agreement to binding arbitration by the Commission.
- b) Subject to subparagraph 3c) of this Agreement, upon expiry of the Term, this Agreement will continue in effect pursuant to the provisions of the MGA.
- c) Commencing one (1) year following the expiration of the Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph 3a) , or the Municipality has given written notice to purchase the Natural Gas Distribution System, this Agreement will be amended to provide the following:
  - i) Fifty percent (50%) of the franchise fee otherwise payable under this Agreement to the Municipality will be held back and deposited in trust in an interest bearing trust account by the Company, for the sole benefit of the Municipality. The trust money along with all accumulated interest will be paid to the Municipality immediately upon execution of another Natural Gas Franchise Agreement with the Company, or if the Municipality purchases the Natural Gas Distribution System, or if the Company transfers or sells the Natural Gas Distribution System, or upon further Order of the Commission.
- d) In the event a franchise agreement template is approved by the Commission during the Term of this Agreement and the provisions are materially different from the provisions of this Agreement, the Parties may, by agreement in writing, amend this Agreement to conform to such franchise agreement template.

### **4) Grant of Franchise**

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area to:
  - i) provide Natural Gas Distribution Service;

- ii) Construct, Operate, and Maintain the Natural Gas Distribution System; and
  - iii) use portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas Distribution Service or to Construct, Operate and Maintain the Natural Gas Distribution System.
- b) Subject to subparagraph 4c) , and to the terms and conditions hereof, the Municipality agrees it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any natural gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas distribution service or to Construct, Operate and Maintain a Natural Gas distribution system, for the purpose of delivering Natural Gas in the Municipal Service Area for Consumers, so long as the Company delivers the Consumers' requirements of Natural Gas.
- c) The Company agrees to:
- i) bear the full responsibility of an owner of a Natural Gas distribution system and to ensure all services provided pursuant to this Agreement are provided in accordance with the Delivery Tariff, insofar as applicable;
  - ii) Construct, Operate and Maintain the Natural Gas Distribution System;
  - iii) use designated portions of roads, rights-of-way, and other lands including other lands owned, controlled or managed by the Municipality necessary to Construct, Operate and Maintain the Natural Gas Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and
  - iv) use the Municipality's roads, rights-of-way and other Municipal Property granted hereunder solely for the purpose of providing Natural Gas Distribution Service and any other service contemplated by this Agreement.

## 5) Franchise Fee

### a) Calculation of Franchise Fee

In consideration of the rights granted pursuant to paragraph 4 and the mutual covenants herein and subject to Commission approval the Company agrees to collect from Consumers and pay to the Municipality a franchise fee. The Parties agree s. 360(4) of the *MGA*, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge, demand charge, but excluding the cost of Natural Gas (being the calculated revenues from the Natural Gas cost recovery rate rider or the deemed cost of Natural Gas and Natural Gas supply related riders) in that year for Natural Gas Distribution Service within the Municipal Service Area.

For the first (1<sup>st</sup>) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be twenty-seven percent (27 %).

By no later than September 1<sup>st</sup> of each year, the Company will:

- i) advise the Municipality in writing of the total revenues that were derived from the Delivery Tariff within the Municipal Service Area for the prior calendar year; and
- ii) with the Municipality's assistance, provide in writing an estimate of total revenues to be derived from the Delivery Tariff within the Municipal Service Area for the next calendar year.

### b) Adjustment to the Franchise Fee

At the option of the Municipality and subject to Commission approval, 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, then the Municipality will, no later than November 1<sup>st</sup> in any year of the Term, advise the Company in writing of the franchise fee percentage to be charged for the following calendar year. Upon receipt of notice, the Company will work with the Municipality to ensure all regulatory requirements are satisfied on a timely basis and agrees to use best efforts to obtain approval from the Commission for implementation of the proposed franchise fee percentage as and from January 1<sup>st</sup> of the following calendar year.

If the Municipality provides written notice at any other time with respect to a franchise fee change, the Company will implement the new franchise fee percentage as soon as reasonably possible.

### c) Notice to Change Franchise Fee

Prior to implementing any change to the franchise fee, the Municipality will notify its intent to change the level of the franchise fee and the resulting effect such change will have on an average residential Consumer's annual Natural Gas bill through publication of a notice once

in the newspaper with the widest circulation in the Municipal Service Area at least forty five (45) days prior to implementing the revised franchise fee. A copy of the published notice will be filed with the Commission.

d) **Payment of Franchise Fee**

The Company will pay the Municipality the franchise fee amount billed to Consumers on a monthly basis within forty-five (45) days after billing Consumers.

e) **Franchise Fee Cap**

The franchise fee percentage will not at any time exceed thirty five percent (35%) without prior Commission approval.

f) **Reporting Considerations**

Upon request, the Company will provide to the Municipality, along with payment of the franchise fee amount information on the total Delivery Tariff billed, the franchise fee percentage applied, and the derived franchise fee amount used by the Company to verify the payment of the franchise fee amount as calculated under this paragraph 5.

g) **Franchise Fees Collected from NOVA Gas Transmission Ltd. Customers**

In the event certain customers in the Municipal Service Area connected to the Company's Natural Gas Distribution System are customers of the NOVA Gas Transmission Ltd. (NGTL), a franchise fee will be collected from such customers by NGTL in accordance with NGTL's applicable tariff and such franchise fee once remitted to the Company will be aggregated with the franchise fee as calculated in paragraph 5 a) to be dealt with in accordance with paragraph 5 d).

**6) Core Services**

The Company agrees to provide to the Municipality the Core Services set forth 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, the Company agrees to provide to the Municipality the Extra Services, if any, 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 full compensation for the provision of the Extra Services in accordance with Schedule "B". The Company and the Municipality may amend Schedule "B" from time to time upon mutual agreement.

Any breach by the Company in connection with the provision of any Extra Services contained in this Agreement will not constitute a breach of a material provision of this Agreement for the purposes of paragraph 9.



## **8) Municipal Taxes**

Amounts payable to the Municipality pursuant to this Agreement will be (without duplication) in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment.

## **9) Right to Terminate on Default**

In the event either Party breaches any material provision of this Agreement, the other Party may, at its option, provide written notice to the Party in breach to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Party in breach using best efforts on a commercially reasonable basis, 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 will terminate six (6) months from the date such written notice is given, subject to prior Commission approval.

## **10) Sale of Natural Gas Distribution System**

Upon the expiration of the Term of this Agreement or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction the Municipality may, subject to the approval of the Commission under Section 47 of the MGA:

- i) exercise its right to require the Company to sell to it the Natural Gas Distribution System within the Municipal Service Area pursuant to the provisions of the MGA, where applicable; or
- ii) if such right to require the Company to sell the Natural Gas Distribution System is either not applicable or has been repealed, require the Company to sell to it the Natural Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters will be referred to the Commission for determination.

## **11) Provision of Detailed Plans and Equipment**

### **a) Detailed Plans**

The Company agrees to provide to the Municipality for the Municipality's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and alignments of the Natural Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in Electronic Format, where available, together with as many prints of the overall Natural Gas Distribution System as the Municipality may reasonably require. These plans and plan sheets will be updated by the Company on at least an annual basis.

The Municipality will, upon reasonable request, provide to the Company any subdivision development plans of the Municipality in hard copy and in Electronic Format, where available. The subdivision development plans are provided to the Company for the sole purpose of assisting the Company in delivering Natural Gas to the Consumer.

b) Provision of Equipment

The Company agrees to provide the Municipality's fire department with the equipment necessary for the operation of curb boxes and service valves. In case of fire, the service valves may be turned off by the fire department if they reach a fire before the Company's representative. The Municipality will notify one of the Company's representatives of fires which may affect the Natural Gas Distribution System and/or the operations thereof as quickly as reasonably possible or, in the event they cannot reach a Company representative, the Municipality will advise the Company's standby personnel of such fires. The Company will ensure its representatives reasonably cooperate with the Municipality in preventing, controlling and investigating fires involving or affecting the Natural Gas Distribution System.

**12) Right of First Refusal to Purchase**

- a) If during the Term of this Agreement, the Company receives a *bona fide* arm's length offer to operate, take control of, or purchase the Natural Gas Distribution System within the Municipal Service Area, which the Company is willing to accept, then the Company will promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality will during the next one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase the Natural Gas Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.

Notwithstanding the foregoing, in the event the Municipality fails or refuses to exercise its right of first refusal, the Municipality will retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 20 below. For the purposes of this paragraph 12, "operate, take control" will not be construed as including the subcontracting by the Company of only some portions of its operations where the Company continues to be responsible for the performance of this entire Agreement;

- b) If the Municipality does not exercise its right of first refusal and the said *bona fide* offer the Company is willing to accept does not proceed to closure, the Municipality retains its right of first refusal on any other offer.
- c) This right of first refusal applies where the offer pertains only to the entire Natural Gas Distribution System. 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 will be of no force and effect and will not apply.
- d) Where the Municipality exercises its rights to purchase the Natural Gas Distribution System from the Company and thereby acquires the Natural Gas Distribution System, the Municipality agrees, should it no longer wish to own the Natural Gas Distribution System within five (5) years after it acquires the said system and the Municipality receives any *bona fide* offer from

an arms-length third party to purchase the Natural Gas Distribution System, which it is willing to accept, then it will promptly give written notice to the Company of the terms and conditions of such offer. The Company will during the next one hundred and twenty (120) days have the first right of refusal to purchase the Natural Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer.

- e) The Municipality's right of first refusal will not apply where the Company has agreed to transfer the Natural Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:
  - i) the third party utility can demonstrate to the reasonable satisfaction of the Municipality that it meets the necessary technical and financial requirements to own and operate the Natural Gas Distribution System;
  - ii) the only consideration that will be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Natural Gas Distribution System;
  - iii) there is no adverse impact to the Municipality resulting from the transfer and exchange above referenced as determined by the Commission;
  - iv) the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the transfer and exchange; and
  - v) full compensation is paid to the Municipality for all reasonable costs including administrative and legal costs incurred by the Municipality in ensuring all of the conditions i) through iv) above are satisfied.

### **13) Construction and/or Maintenance of Natural Gas 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 written 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 granted in accordance with this paragraph will be limited to an approval of the location and alignment of the Major Work only, and will not signify approval of the structural design or the ability of the work to perform the function for which it was intended.

Prior to commencing the Work, the Company will obtain such other applicable permits as are required by the Municipality. The Company will notify the Municipality of all Work done within the Municipal Service Area prior to commencing the Work where reasonably practicable. However, only Major Work is subject to a formal approval process.

The Company will obtain prior written 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 Natural Gas Distribution System.

b) Restoration of Municipal Property

The Company agrees when it or any agent employed by it undertakes any Work on any Municipal Property, the Company will complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, and unless otherwise agreed to by the Parties, the Company will forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear and to the satisfaction of the Municipality acting reasonably.

The Company will, where reasonably practicable and prudent, locate its pipelines and related equipment in lanes and alleys rather than in the streets and main thoroughfares.

The Company further covenants 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 Natural Gas Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company will use commercially reasonable efforts to not interfere with existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipality Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it will cause such damage to be repaired at its own cost.

Upon default by the 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 will be liable for the reasonable costs thereof.

c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Natural Gas Distribution System are of an urgent nature where the operation or reliability of the Natural Gas Distribution System is materially compromised or potentially materially compromised, the Company will be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the Municipality and, unless otherwise specified by the Municipality, the Company will provide notice to the Municipality as soon as practicable and, in any event, no later than seventy-two (72) hours after the repairs are commenced.

d) Company to Obtain Approvals from Other Utilities

The Company will be solely responsible for locating, or causing to be located, all existing utilities or utility mains, pipes, valves and related facilities in, on or adjacent to the Work site. The Company will notify all other utility operators and ensure utilities and utility mains, pipes, valves and related facilities are staked prior to commencement of construction. Unless the Municipality has staked the location for the utility property, staking will not be deemed to be a representation or warranty by the Municipality the utility or utility property are located as staked. The Municipality will not be responsible for any damage caused by the Company to any utility or any third party as a result of the Company's Work, unless the Municipality has improperly staked the utility property. 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 will provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format, where available and upon request, the Company will provide the Municipality with a hard copy of the materials within three (3) months of the request. The Company will provide the Municipality with copies of any other revised Plans and Specifications as reasonably requested by the Municipality. For the purposes of this paragraph and paragraph 11, the Company may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

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

f) Approvals

Where any approvals are required to be obtained from either Party under this paragraph, such approvals will not be unreasonably withheld.

The Company will ensure all Work is performed in accordance with the requirements of all applicable legislation, rules and regulations. The Company will immediately notify the Municipality of any lien, claim of lien or other action of which it has or reasonably should have knowledge, and will cause the same to be removed within thirty (30) days (or such additional time as the Municipality may allow in writing), failing which the Municipality may take such action as it reasonably deems necessary to remove the same and the entire cost thereof will be immediately due and payable by the Company to the Municipality.

**14) Responsibilities For Cost of Relocations**

- a) Upon receipt of one (1) year's notice from the Municipality, the Company will, at its own expense, relocate to Municipal Property such part of the Natural Gas Distribution System that is located on Municipal Property as may be reasonably required by the Municipality due to planned municipal construction. In order to encourage the orderly development of Municipal facilities and the Natural Gas Distribution System, the Municipality and the Company agree they will meet regularly to:
  - i) review the long-term facility plans of the Municipality and the Company; and
  - ii) determine the time requirements and costs for final design specifications for each relocation. Providing the Municipality is not the developer requesting the relocation for commercial or residential resale to third parties, the Company will bear the expenses of the required relocation.
- b) Notwithstanding the foregoing, the Company will not be required to move any part of the Natural Gas Distribution System after receipt of notice from the Municipality in accordance with this paragraph where:
  - i) the Company has illustrated to the satisfaction of the Municipality, acting reasonably, an appropriate Alternative Course of Action is available;
  - ii) the Municipality has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and
  - iii) the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure the Municipality will be left with sufficient time to complete the said planned municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Company utilizing the Alternative Course of Action).

- c) For the purposes of this paragraph 14, the term “Alternative Course of Action” will mean any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the Municipality may incur and which the Company will be required to pay in accordance with this paragraph 14 and “Intended Time Frame” will mean the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Natural Gas Distribution System in accordance with this paragraph 14.

If the Municipality agrees to permit the Company to utilize an Alternative Course of Action, the Company will pay any and all costs incurred in carrying out the Alternative Course of Action and will pay on demand to the Municipality (on a full indemnity basis) any and all costs incurred by the Municipality:

- i) in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the Municipality;
  - ii) in modifying any plans the Municipality may have prepared in respect of the said municipal construction (“Modified Plans”) or in preparing or developing plans and procedures (“Work Around Procedures”) to work around the Natural Gas Distribution System or any improvement, thing, or component utilized by the Company in effecting the Alternative Course of Action; and
  - iii) in the course of conducting the said planned municipal construction where such costs would not have been incurred by the Municipality if the Company had relocated the Natural Gas Distribution System in accordance with this paragraph 14 (including any reasonable additional cost the Municipality may incur in completing the said municipal construction in accordance with the Modified Plans or in effecting any Work Around Procedures).
- d) The following example illustrates the intended application of the foregoing provisions:

Where:

- i) The Municipality requires the Company to move a Natural Gas line so the Municipality can replace its own sewer lines. The cost of moving the Natural Gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the Natural Gas line is \$40,000;
- ii) The Company proposes to simply brace the Natural Gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;
- iii) As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000);

the Company is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of \$3,000 to the Company).

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

If the Company fails to complete the relocation of the Natural Gas Distribution System or fails to repair or do anything else required by the Company pursuant to this subparagraph without valid justification and in a timely and expeditious manner to the satisfaction of the Municipality's representative, acting reasonably, the Municipality may, but is not obligated to, complete such relocation or repair and the Company will pay the reasonable costs of such relocation or repair forthwith to the Municipality. If the Municipality chooses to complete such relocation or repair the Municipality will ensure such work is completed using the Company's design specifications and standards, as provided by the Company, including the use of good and safe operating practices.

The Municipality is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Natural Gas Distribution System which may occur during its installation, maintenance or removal by the Company, nor is the Municipality liable to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company including claims for loss of revenue or loss of profits, on account of the actions of the Municipality, its agents or employees, working in, under, over, along, upon and across its highways and rights-of-ways or other Municipal Property other than direct loss or damage to the Company caused by the negligence or wilful misconduct of the Municipality, its agents or employees.

In the event the relocation or any part thereof requires the approval of a third party, the Municipality will use reasonable efforts to assist the 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 will not be responsible for any of the costs of such relocation.

## **15) Natural Gas Distribution System Expansion**

Subject to the Terms and Conditions, and at no cost to the Municipality unless otherwise provided for under the Terms and Conditions, the Company will, on a timely basis, use its best efforts on a commercially reasonable basis to meet the Natural Gas Distribution System expansion requests of the Municipality or a Consumer and provide the requisite facilities for connections for new Consumers to the Natural Gas Distribution System.



## **16) Increase in Municipal Boundaries**

Where the Municipality increases its geographical area, through annexation or amalgamation, as understood under the MGA, by the greater of 640 acres and twenty five (25%) percent of the current area or more, the Municipality will have the option to:

- (a) terminate this Agreement provided the Municipality gives notice in writing to the Company of its intention to do so; or
- (b) 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 Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or amalgamation as understood under the MGA, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

## **17) Joint Use of Municipal Rights-of-Way**

### **a) Municipal Use**

The Municipality will upon written notice to the Company have, for any reasonable municipal purpose, the right to make use of any municipal rights-of-way granted to the Company by the Municipality, provided such use complies with good and safe operating practices, as determined by the Company acting reasonably, applicable legislation, and does not unreasonably interfere with the Company's use thereof, at no charge to the Municipality. The Municipality is responsible for its own costs and any necessary and reasonable costs incurred by the Company including the costs of any alterations that may be required in using municipal rights-of-way.

### **b) Third Party Use and Notice**

If any third party, including other utilities, desire to jointly use the municipal rights-of-way, the Company agrees it will not grant the third party joint use except in accordance with this paragraph, or unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees the following procedure will be used in granting permission to third parties desiring joint use of the municipal rights-of-way:

- i) first, the third party will be directed to approach the Company to initially request conditional approval from the Company to use that part of the municipal rights-of-way it seeks to use;
- ii) second, upon receiving written conditional approval from the Company, the third party will be directed to approach the Municipality to obtain its written approval to jointly use that part of the municipal rights-of-way. As a condition of granting its consent, the Municipality may require such third party enter into an agreement with the Municipality,

and such agreement may require such third party pay compensation to the Municipality;  
and

- iii) third, upon receiving written conditional approval from the Municipality, the third party will be directed to obtain final written approval from the Company to jointly use that part of the municipal rights-of-way. Once a joint use agreement has been entered into between the Company and the third party, it will not be subsequently amended without the written consent of the Municipality (which consent will not be unreasonably withheld).

c) Cooperation

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the municipal rights-of-way located on Municipal Property.

d) Payment

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

The compensation paid or to be paid by such third party to the Company for the joint use of any portion of the municipal rights-of-way will 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 reasonable request by the Municipality, copies of these agreements will be updated by the Company and provided to the Municipality at no cost to the Municipality.

## **18) Municipality as a Retailer**

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

## **19) Reciprocal Indemnification and Liability**

- a) 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), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, 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.
- b) The Municipality will 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, in carrying on the business of the Municipality.
- c) Notwithstanding anything to the contrary herein contained, in no event will the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

## **20) Assignment**

In the event the Company agrees to sell the Natural Gas Distribution System to a third party purchaser, the Company will comply with paragraph 10 above. In addition, the Company will request the third party purchaser confirm in writing it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees 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 Natural Gas Distribution System to a third party purchaser. The Parties will thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of the Agreement, and the compensation payable to the Municipality for all costs including administrative and legal costs relating to providing its written consent to the Assignment("Municipal Compensation").

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 the Agreement to the third party purchaser. The Company agrees the Municipality may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the Municipality, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal

of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern.

Should the Municipality not reply within the thirty (30) day period, it is agreed the Municipality will be deemed to have consented to the assignment. The Company further agrees when it applies to the Commission for approval of the sale, it will include in the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality will have the right to make its own submissions to the Commission.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company will be entitled to assign this Agreement to an arm's length third party purchaser of the Natural Gas Distribution System without the consent of the Municipality, subject to paying the Municipal Compensation for the assignment, and having obtained the Commission's approval for the sale of the Natural Gas 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 Natural Gas 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 and the payment of the Municipal Compensation for its consent to the Assignment subject to Commission approval, the Company will be released from all its liabilities and obligations thereunder.

The Company will be entitled to assign this Agreement to a subsidiary or affiliate of the Company without the Municipality's written 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, will provide written notice to the Municipality indicating it will assume all liabilities and obligations of the Company under this Agreement.

Any disputes arising under the operation of this paragraph will be submitted to the Commission for determination.

## **21) Notices**

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

i) To the Company:

Apex Utilities Inc.  
5509 45<sup>th</sup> Street  
Leduc, AB T9E 6T6  
Email: businessdevelopment@apexutilities.ca  
Attention: Business Development

ii) To the Municipality:

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

b) The date of receipt of any such notice as given above, will be deemed to be as follows:

i) In the case of personal service, the date of service;

ii) In the case of registered mail, the seventh (7<sup>th</sup>) business day following the date of delivery to the Post Office, provided, however, in the event of an interruption of normal mail service, receipt will be deemed to be the seventh (7<sup>th</sup>) day following the date on which normal service is restored; or

iii) In the case of delivery in Electronic Format, the date the notice was actually received by the recipient or, if not a business day, then the next business day.

## **22) Interruptions or Discontinuance of Delivery Service**

Subject to its Delivery Tariff, the Company will use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Natural Gas Distribution Service to any Consumer. However, the 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 Natural Gas Distribution System;
- b) On account of or to prevent fraud or abuse of the Natural Gas Distribution System;
- c) On account of defective aspects of the Natural Gas Distribution Systems which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where required, under the Terms and Conditions, due to a Consumer's non-payment of Natural Gas bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Natural Gas Distribution Service, it will notify the Municipality in writing as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Natural Gas Distribution Service, the Company will provide notice (in a format acceptable to the Municipality) as soon as is practicable in the circumstances.

## **23) 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 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 paragraphs 3 and 20 and Section 3 of Schedule "A", or those related to the sale of the Natural Gas Distribution System as contemplated in paragraphs 10 and 12 hereof, or any other matter within the exclusive jurisdiction of a governmental authority having jurisdiction, will be submitted to arbitration for determination and may be commenced by either Party providing written notice to the other Party stating the dispute to be submitted to arbitration.

The Parties will attempt to appoint a mutually satisfactory arbitrator within 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 will 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 will appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators will, together, appoint a third arbitrator within twenty-five (25) business days of written notice for arbitration. The dispute will 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 will render a decision within twenty (20) business days of the last day of the hearing.

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

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

## **24) Application of Water, Gas and Electric Companies Act**

This Agreement will be deemed to operate as consent by the Municipality to the exercise by the 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 fails 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 will be deemed not to be a breach of the obligations of such Party hereunder, but such Party will use its best efforts on a commercially reasonable basis to put itself in a position to carry out its obligations hereunder. The term "force majeure" will mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, 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 (excluding the Municipality) having jurisdiction, civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances will be deemed not to be an event of “force majeure”.

## **26) Terms and Conditions**

The Terms and Conditions applicable to the Company and approved by the Commission, as revised or amended from time to time by the Commission, will apply to the Municipality. Nothing in this Agreement is intended to supersede the Terms and Conditions.

## **27) Not Exclusive Against His Majesty**

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed the rights, powers and privileges conferred and granted by this Agreement will not be deemed to be exclusive against His Majesty in 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 or to any 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 any regulatory approvals required by law.

## **30) 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).

### 31) Confidentiality

The Company acknowledges 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: \_\_\_\_\_

PER: \_\_\_\_\_

#### **Apex Utilities Inc.**

PER: \_\_\_\_\_

PER: \_\_\_\_\_



## SCHEDULE “A” Core Services

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

- 1) The Company will deliver Natural Gas to the Consumers in accordance with the Company’s Terms and Conditions, the Company’s Distribution Tariff, the GUA, any regulations thereto, and any Commission orders and decisions.
- 2) The Company will install all Natural Gas facilities required to provide service to the Consumers in accordance with all applicable regulations, codes, applicable standards and common industry practices.
- 3) As required by legislation, the Company will provide and install all necessary regulators and meters necessary for measuring the Natural Gas supplied to each Consumer.
- 4) The Company agrees to collaborate with the Municipality’s emergency response services in an effort to mutually develop emergency response procedures relating to Natural Gas emergencies.
- 5) The Company will provide personnel twenty-four (24) hours a day to investigate and make safe any suspected gas leak inside or outside the Consumer’s premises.
- 6) The Company will utilize the services of qualified personnel for designing all Natural Gas facilities to satisfy all applicable regulatory codes and standards, preparing necessary work order plans and monitoring the distribution network pressures to ensure the Company’s facilities will satisfy the Consumer’s current and future Natural Gas delivery requirements.
- 7) The Company will provide to the Municipality, on request, copies of any and all Natural Gas Distribution Service related written or electronic, where available information or reports required to be filed with the Commission by the Company.
- 8) The Company will provide to the Municipality, upon request and to the extent the information is available, an annual report on the following standards:
  - a) **System Reliability** - will be measured by:
    - i. The number of major outages resulting in a loss of service to Consumers;
    - ii. The number of Consumers affected by each major outage; and
    - iii. The duration of each major outage.
  - b) **Consumer Satisfaction** - will be measured by:
    - i. Company-wide call centre targets and statistics (wait times, abandoned calls, call volumes, etc); and
    - ii. any Consumer complaints received by the Commission.

c) **Public Safety** - will be measured by:

- i. the number of customer injuries and/or damages due to Natural Gas Distribution System failure;
- ii. the number of line hits per total locates completed;
- iii. the number of line hits as a result of inaccurate locates;
- iv. the percentage of the area of the Municipality surveyed for leaks and yearly cathodic protection measures;
- v. the number and nature of calls received from the Municipality and any of its Municipal agencies (including fire department, police department etc.) regarding the Natural Gas Distribution System.

9) Once per year, upon request and subject to any applicable privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting or restricting such disclosure, the Company will provide to the Municipality:

- a) The total number of sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
- b) The total gigajoules (GJ) of Natural Gas consumed by Consumers billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
- c) The franchise fee revenue billed to Consumers within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
- d) Where the Municipality is the customer of record and the Municipality provides a list of those sites to the Company on the form provided by the Company:
  - i. The total number of those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
  - ii. The total gigajoules (GJ) of Natural Gas at those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
  - iii. The franchise fee revenue billed to those sites within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years; and
- e) Such other information as may be agreed upon by the Parties from time to time.

Where privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting such disclosure prevent the Company from providing the information above, the Company will make reasonable attempts to aggregate the information so as to comply with the applicable rules. The

Company will not be obligated to provide such aggregated information if it believes such aggregation will not allow the Company to comply with the applicable rules.

- 10) Upon request by either Party, the Company will meet with the Municipality. Through a mutual exchange of information the Company will keep the Municipality apprised of the Company's construction and upgrading programs planned for the Municipal Service Area and the Municipality will advise the Company of any issues or plans relating to, or potentially impacting, the Natural Gas Distribution System.

### **SCHEDULE "B" Extra Services**

Nothing in this Agreement precludes the Parties from contracting for Extra Services outside the provisions of this Agreement. In the event the Parties do elect to contract for the provision of Extra Services within the provisions of this Agreement and unless otherwise agreed upon by the Parties, nothing in this Agreement will preclude the Company from sub-contracting with third parties for the provision of Extra Services.

Subject to Commission approval, as may be required, any payments from the Municipality to the Company for Extra Services, if agreed to by the Municipality, may be deducted from the Franchise Fee collected from Consumers and otherwise remitted to the Municipality pursuant to paragraph 5 of this Agreement. The timing and quantum of such payments will be as agreed upon by the Parties and set forth in (insert paragraph number from Schedule B) of this Schedule.

BYLAW NO. 10-15

Of Drumheller, Alberta

related to the

**NATURAL GAS DISTRIBUTION SYSTEM  
FRANCHISE AGREEMENT**

Municipal Bylaw

BYLAW NO. 10-15

OF THE TOWN OF DRUMHELLER, ALBERTA (the "**Municipality**")

A Bylaw of the Municipality to authorize the Mayor and Chief Administrative Officer to enter into an agreement granting AltaGas Utilities Inc. (the "**Company**"), the right to provide natural gas distribution service within the Municipality.

WHEREAS pursuant to the provisions of the Municipal Government Act 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 natural gas 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 a Natural Gas 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 Natural Gas 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 Natural Gas 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 Natural Gas Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.
- 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 Natural Gas 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 15<sup>th</sup> day of June, 2015



\_\_\_\_\_  
Mayor



\_\_\_\_\_  
Chief Administrative Officer

Read a Second time in Council assembled this 24<sup>th</sup> day of August, 2015

Read a Third time in Council assembled and

Passed this 24<sup>th</sup> day of August, 2015



\_\_\_\_\_  
Mayor

(seal)



\_\_\_\_\_  
Chief Administrative Officer

## REQUEST FOR DECISION

<b>TITLE:</b>	Drumheller Library Board Appointment
<b>DATE:</b>	May 20, 2025
<b>PRESENTED BY:</b>	Darryl Drohomerski, C.E.T., Chief Administrative Officer
<b>ATTACHMENTS:</b>	R. Harvey – Application (Redacted) Drumheller Public Library Board – March 12, 2025 – Minutes Bylaw #04.21 - Council and Committee Meeting Procedure Bylaw

### SUMMARY:

In accordance with Bylaw 18-09, the Drumheller Public Library Board (DPLB) shall consist of not fewer than five (5) and not more than ten (10) members appointed by Council. Board members are appointed for terms of up to three (3) years. Currently, there is one (1) vacancy on the DPVB.

On March 12, 2025, the DPLB voted to appoint Rebecca Harvey, who has expressed interest in serving on DPLB, for a three-year term. The Drumheller Public Library Board respectfully requests that Council ratify this appointment in accordance with *Bylaw #04.21 – Council and Committee Meeting Procedure Bylaw*.

### RECOMMENDATION:

That Council approve the appointment of Rebecca Harvey to the Drumheller Public Library Board for a term of three years, beginning May 20, 2025, and ending May 20, 2028.

### DISCUSSION:

Currently the Drumheller Public Library Board consists of the following nine (9) members, with only one (1) vacancy:

Councillor	Stephanie Price
Chairperson	Cheryl McNeil
Vice Chair	Vacant
Secretary	James Foster
Treasurer	Jade Scott
Board Trustee	Brook Gipman
Board Trustee	Tracy Abildgaard
Board Trustee	Lynn Fabrick
Board Trustee	Andrea Roberts
Board Trustee	Ken Enns

The appointment of Rebecca Harvey will support the ongoing governance and strategic direction of the DPLB, ensuring a full complement of ten (10) board members.

In accordance with section 13.6 of *Bylaw #04.21 – Council and Committee Meeting Procedure Bylaw*, candidates for Council committees or boards are recommended by the respective committee or board; however, appointments are made by Council during a Regular Council Meeting.

**FINANCIAL IMPACT:**

N/A

**STRATEGIC POLICY ALIGNMENT:**

Library board appointments promote effective governance, support community development, and enhance access to information, literacy, and educational opportunities.

**COMMUNICATION STRATEGY:**

Appointment letters are distributed to new board members and the Chair of the respective Board or Committee. Additionally, the Town of Drumheller website is updated to reflect the current roster of board members.

**MOTION:**

That Council approve the appointment of Rebecca Harvey to the Drumheller Public Library Board for a term of three years, beginning May 20, 2025, and ending May 20, 2028.



Prepared by:  
Angela Keibel  
Legislative Services  
Coordinator



Reviewed by:  
Mitchell Visser  
Manager of Legislative  
Services



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





## **OFFICE CONSOLIDATION**

of

**BYLAW #04.21**

### **COUNCIL & COMMITTEE MEETING PROCEDURE BYLAW**

This Bylaw and its amendments have been consolidated into a single publication for the convenience of users. The official Bylaw and all associated amending Bylaws are available at Town Hall and should be consulted in interpreting and applying this Bylaw. In the case of any dispute the original Bylaw and all associated amending Bylaws shall prevail. For more information, please contact the Manager of Legislative Services.

For convenience, the amending Bylaw Number(s) and a brief description have been listed below.

Printed by the Legislative Services Department under the authority of the Town of Drumheller.

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## AMENDMENTS TO BYLAW #04.21

Bylaw	Date	Description
Bylaw #17.25	April 22, 2025	Repeal section 3.4; Repeal Section 7.7 - Public Hearings to address numbering issues; Create Section 14 - Public Hearings to provide updates based on changes to the <i>Municipal Government Act</i> that includes the requirement that Council hold public hearings pertaining to planning and development electronically, and to update the procedures that governs public hearings to provide more direction regarding the process and conduct required.

**TOWN OF DRUMHELLER  
BYLAW NUMBER 04.21**

*Council & Committee Meeting Procedure Bylaw*

BEING A BYLAW OF THE TOWN OF DRUMHELLER TO REGULATE THE  
PROCEEDINGS OF COUNCIL AND OTHER COMMITTEES AND TO DEFINE CERTAIN  
DUTIES OF THE COUNCIL AND DESIGNATED OFFICERS OF THE TOWN OF  
DRUMHELLER, IN THE PROVINCE OF ALBERTA.

WHEREAS pursuant to the provisions of the Municipal Government Act, Statutes of Alberta 2000 Chapter M-26.1, Section 145, a Council may pass bylaws respecting the establishment, function and procedures of Council, Council Committees and other bodies established by the council

NOW THEREFORE, the Municipal Council of the Town of Drumheller in the Province of Alberta, duly assembled, hereby enacts as follow:

**1. NAME**

This Bylaw shall be cited as "Council & Committee Meeting Procedure Bylaw".

**2. DEFINITIONS AND INTERPRETATION**

In this Bylaw, words have the meanings set out in the Act;

- (a) "Administration" means the employees of the municipality;
- (b) "Agenda" means the order of business for a meeting;
- (c) "Bylaw" means a Bylaw of the Town;
- (d) "Chief Administrative Officer" or "CAO" duly appointed to that position by Bylaw of the Town of Drumheller and in accordance with Section 205 of the Municipal Government Act;
- (e) "Closed Session" means the portion of the meeting at which only members of Council and other persons designated by Council may attend, approved by motion including the related section of the FOIP Act, and under the legislation of the Municipal Government Act;
- (f) "Chief Elected Official" or "Mayor" in addition to performing a Councillors duty, must preside as the Presiding Officer when attending Council or Committee of the Whole meetings; or in the absence of the Mayor, the Deputy Mayor; or in the absence of the two, any other Councillor chosen to preside at the meeting from those Councillors present;
- (g) "Committee" could be a committee established in accordance with the provisions of the MGA for the municipality, or a public committee with representation of Council or Administration;

- (h) "Council" means the Mayor and Councillors of the Town for the time being elected pursuant to the provisions of the Municipal Government Act and the Local Authorities Election Act;
- (i) "Committee of the Whole" or "COTW" consists of the Members of Council in a discussion- oriented meeting;
- (j) "Councillor" means a member of the Town of Drumheller Council, and includes the Chief Elected official;
- (k) "Delegation" shall be one or more persons who have formally requested, and been granted, an audience at a meeting;
- (l) "Deputy Mayor" is the Member who is appointed by Council pursuant to Section 5 to act as Mayor in the absence or incapacity of the Mayor; the deputy Mayor shall have all the powers and shall perform all the duties of the Mayor and shall hold office for such time as Council may fix any other business required by the Act, or which Council or the CAO may direct;
- (m) "Electronic Communications" shall mean that members of Council or Council committee may attend a meeting through electronic communications. This can include using a telephone with the use of the speaker; via personal computer, or other means as technology advances;
- (n) "Freedom of Information and Protection of Privacy Act" or "FOIP" protects an individual's privacy by setting out rules for collection, use or disclosure of personal information by public bodies;
- (o) "Lay on the Table" or "Table" is a motion to set a pending main motion aside temporarily, within the course of the same meeting, to accommodate something else of immediate urgency;
- (p) "Meeting" means any meeting where all members are eligible to attend and quorum is maintained throughout the meeting;
- (q) "Member" means a Member of Council duly elected who continues to hold office, or a Member of any and all Committees duly appointed by Council to that Committee;
- (r) "Municipal Government Act" or "MGA" means Municipal Government Act, R.S.A 2000, c M-26 and associated regulations, as amended;
- (s) "Person" shall refer to any Member of Council or Special Task Force member, any member of Town of Drumheller Administration, any delegation addressing Council or any Special Task Force, any member of the media and any member of the public present at a meeting.
- (t) "Point of Information" or "Request for Information" is a request directed to the presiding officer, or through the presiding officer to another officer or member, for information relevant to the business at hand but not related to parliamentary procedure.



- (u) "Point of Order" a statement by a member during a meeting as to the whether correct procedure is being followed.
- (v) "Point of Procedure" a question directed to the person presiding at a meeting to obtain information on the rules of procedure
- (w) "Point of Privilege" a request or motion, usually relating to the rights and immunities of the assembly collectively or of an individual member.
- (x) "Postpone to a Certain Time" a motion to postpone consideration of a main notion to a specific time during the same meeting or to a specified later meeting.
- (y) "Presiding Officer" synonym of Chairperson; could also refer to the Chief Elected Official or Mayor or Deputy Mayor in relation to meetings of council or council committees.
- (z) "Public Hearing" a formal hearing that must follow rules set out by provincial and local legislation which is convened to hear matters pursuant to: the Municipal Government Act any other Act any other matter that Council directs may be considered at a Public Hearing;
- (a.1) "Quorum" is the majority of membership entitled to vote who must be present in order to conduct a meeting. 4 of 7 as related to Council members or 50% plus 1. Two-thirds vote of quorum may be required on some items;
- (b.1) "Special Meeting" is a meeting called to deal with a specific topic, whose business to be transacted is described in general terms in the meeting notice;
- (c.1) "Town" means the Corporation of the Town of Drumheller and, where the context so requires, means the area included within the boundaries of the Town;

### 3. APPLICATION OF THIS BYLAW

- 3.1 This Bylaw shall govern all meetings of Council, public hearings and any other meetings as may be directed by Council including Council Committees and their members established and governed by policy or bylaw approved by Council unless permission has been granted to them to establish their own bylaws and procedures.
- 3.2 The precedence of the rules governing the procedures of Council is:
  - (a) the MGA;
  - (b) other provincial or federal legislation;
  - (c) this Bylaw; and
  - (d) Robert's Rules of Order Newly Revised
- 3.3 When any matter arises relating to proceedings in a Meeting, which is not covered by a provision of this Bylaw or the Municipal Government Act, the matter shall be decided by reference to Roberts Rules of Order-Newly Revised.

3.4 (Repealed by BL 17.25)

4. MEETING PROCEDURES

4.1 Annual Scheduling

- (a) Annually, council will approve a schedule of meetings for the subsequent year, including date, time and place. All members must be present at the meeting when the schedule is approved.
- (b) Annually, council shall agree upon a day to hold regular council meetings. When the day specified is a statutory holiday, such meetings of council shall be held upon the next day following which is not a statutory holiday. Regular council meetings will be held every second week. Committee of the Whole meeting may be held on the alternate day.
- (c) Regular Council Meetings and Committee of the Whole Meetings will begin at such an hour as to allow for public attendance and shall not continue past 10:00pm of the same day if in session at that hour.
- (d) Notice to the public of the annual council meeting schedule will be deemed sufficiently given by one or more of the following methods, on the official Town of Drumheller website and/or social media, local print media, radio advertising.

4.2 Changes to a Meeting, Time, Date or Place

- (a) If council changes the date, time or place of a regularly scheduled meeting, the municipality must give at least 24 hours' notice of the change
  - (i) to any councillors not present at the meeting at which the change was made, and;
  - (ii) to the public [MGA 193(1)]
- (b) Re-scheduling, cancelling or postponing a meeting may occur:
  - (i) by a vote of the majority of members at a previously held meeting or;
  - (ii) with the written consent of a majority of members, providing twenty-four (24) hours notice is provided to members and the public.
- (c) Notice of a change to a council or council committee meeting is deemed to have been given to a councillor or member of a council committee if the notice is delivered to an adult person at the councillors or member's home or place of business.

- (d) Notice to the public of changes to meeting dates and times will be deemed sufficiently given by one or more of the following methods; on the official Town of Drumheller website and/or social media, local print media, radio advertising.
- (e) Agenda items from meeting that has been re-scheduled, cancelled, and / or postponed will added to the agenda of the subsequent meeting.

#### 4.3 Meeting Conduct – Members and the Public

- a) In order to ensure a respectful meeting environment, councillors must abide by all applicable administrative and council policies and bylaws related to conduct.
- b) All councillors have the responsibility for ensuring that the rules of this Bylaw are adhered to. A Member may raise a Point of Order upon noticing a breach of rules, but this must not be done frivolously or when the breach of the rules is minor and causes no discernible harm to the proper transaction of business.
- c) Each councillor has an opportunity to speak about the matter at hand;
  - i) councillors must keep their comments relevant to the issue at hand.
  - ii) councillors must be recognized by the Presiding officer before speaking
  - iii) councillors shall not speak twice to the same item, without every other councillors having first received their opportunity to speak.
- d) When any Point of Order, Point of Procedure, or Question of Privilege arises, it shall be immediately taken into consideration by the Presiding Officer. The Presiding Officer will make a ruling without unnecessary comment.
- e) When a Point of Information is raised, the Presiding officer shall answer the question or direct the question to the appropriate councillor or administration.
- f) The Presiding officer at any meeting may expel or remove any person who is guilty of improper conduct, which shall solely be determined by the Presiding officer or CAO
- (g) Council and council committee must conduct their meeting in public unless 7.4 of this Bylaw applies.
- (h) Any Member of the public who, while in a meeting, interrupts and disturbs the proceedings of the meeting by words or actions and who, when so requested by the Presiding officer, refuses to end such interruption or to leave the meeting if so requested, shall be guilty of an offence shall be subject to removal from the meeting room.



## 5. ELECTRONIC MEETINGS AND LIVE STREAMING

- 5.1 In accordance with MGA Section 199 (1), any meeting may be conducted by means of electronic or other communication facilities if
- (a) notice is given to the public of the meeting, including the way in which it is to be conducted,
  - (b) the facilities enable the public to watch or listen to the meeting at a place specified in that notice and a designate officer is in attendance at that place, and
  - (c) the facilities enable all the meeting's participants to watch or hear each other.
- 5.2 With approval from the members, a member may attend a meeting by means of electronic device.
- 5.3 A member attending a meeting via electronic communications is deemed to be present at the meeting for whatever period of time the connection via electronic communications remains active.
- 5.4 Regular Council Meetings, Public Hearings, Special Meetings and Committee of the Whole Meetings will be live streamed to the Town's website when appropriate and will be available through archives provided the equipment is functional and no technical difficulties are experienced. The Town of Drumheller cannot guarantee that video streamed footage will always be available
- 5.5 If it is predetermined in the agenda that no further items and/or decisions are addressed or made following the Closed Session portion of any meeting other than the decision to adjourn the meeting, the member may decide to close the video stream function once the members move into a Closed Session.

## 6. QUORUM

- 6.1 If there are not sufficient numbers assembled within 15 minutes following the scheduled commencement time of any meeting to constitute a quorum the names of all the members present at that time shall be recorded; the meeting shall be deemed adjourned until the next regular meeting.
- 6.2 When a meeting is for want of a quorum, the agenda delivered for the proposed meeting shall be considered at the next regular meeting, prior to the consideration of the agenda for the subsequent meeting, or alternatively at a Special Meeting called for that purpose.

## 7. AGENDA - COUNCIL

- 7.1 The agenda for scheduled Regular Council meetings and Committee of the Whole meetings shall:
- (a) be created under the joint direction of the Chief Elected Official and the CAO including input from Council;

- (b) include minutes of previous Council meeting(s) and copies of all reports or communications to be dealt with at the meeting.
- (c) include time, location and order of business for the meeting;
- (d) be distributed to members at least (2) two full days prior to the Council meeting.
- (e) will only have items added the day of a Council meeting by the Presiding officer or a two-thirds (2/3) majority vote of Council. All business items presented for addition to agenda must include the topic to be discussed and, if a resolution is expected, the motion must be presented in writing.
- (f) have all matters of business that appear on the Council agenda which have not been dealt with added to the agenda of the next regular meeting of Council through a motion.

#### 7.4 CLOSED SESSIONS [MGA 197]

- (a) Council and council committees may close all or part of the meeting to the public if the matter being discussed is within one of the exceptions to disclosure in the *Freedom of Information and Protection of Privacy Act*.
- (b) Before closing all or any part of a meeting to the public, a council or council committee must by resolution approve;
  - (i) the part of the meeting that is to be closed, and
  - (ii) the basis on which, under the exception to disclosure in Division 2 of Part 1 of the *Freedom of Information and Protection of Privacy Act* the part of the meeting is to be closed.
- (c) When a meeting is closed to the public, no resolution or bylaw may be passed at the meeting, except a resolution to revert to a meeting held in public.
- (d) No motion will be allowed to follow the Closed Session discussion unless the item was placed on, or included in, the approved agenda.

#### 7.5 MOTIONS

- (a) No motion shall be offered on items that are not on the adopted agenda.
- (b) Any motion made in the negative shall be ruled out of order. All motions shall be written and read in the affirmative.
- (c) All motions shall be entered in the minutes and require a seconder before being debated. Failure to find a seconder means the motion is not considered.
- (d) A motion may be withdrawn at any time by the councillor or member

who made the motion. At which point the debate would cease.

- (e) After the motion has been read by the Presiding officer, it shall be deemed to be in possession of the Members.
- (f) Once the question by the Presiding Officer is called:
  - i) a unanimous vote will be recorded as such
  - ii) if there is a split vote, the names will be recorded.

## 7.6 BYLAWS

- (a) A council may act only by resolution or bylaw.
  - (i) Where a council or municipality is required or authorized under this or any other enactment or bylaw to do something by bylaw, it may only be done by bylaw.
  - (ii) Where a council is required or authorized under this or any other enactment or bylaw to do something by resolution or to do something without specifying that it be done by bylaw or resolution, it may be done by bylaw or resolution.
- (b) Bylaws are to be presented by the CAO and must appear on the agenda with the number, short title, and a request for decision shall be included at the first reading at a minimum.
- (c) In accordance with the MGA;
  - (i) every bylaw shall have three (3) separate and distinct readings and;
  - (ii) shall not be given more than two readings at one meeting unless the Members present unanimously agree to consider third reading;
  - (iii) Council may be required by the MGA to hold a Public Hearing or when it may be in the best interest of the community to hold a Public Hearing for Public Participation;
  - (iv) may require the approval of a Provincial Authority prior to third reading.
- (d) The following shall apply to the passage of all bylaws:
  - (i) First Reading: a proposed bylaw shall be introduced for first reading by a motion that the bylaw be read a first time;
  - (ii) members shall vote on the motion for first reading of a bylaw without amendment or debate;



- (iii) bylaws that have a Public Hearing may only be given first reading before going to the Public Hearing,
- (e) Second Reading: a bylaw shall be introduced for second reading by a motion that the bylaw be read a second time;
  - (i) Council may debate the substance of the bylaw;
  - ii) Council may propose and consider amendments to the bylaw; and
  - iii) Council may refer by motion the bylaw to Administration for further information or from a Committee for further review prior to second reading.
- (f) Third Reading: all aspects of passage of a bylaw at second reading shall apply to third reading of any bylaw;
  - (i) a bylaw shall be passed when a majority of the Councillors present, vote in favour of third reading, provided that any applicable Provincial statute does not require a greater majority.

7.7. (Repealed by BL 17.25)

#### 7.8 DELEGATIONS AND PRESENTATIONS

- a) Any person or group of persons wishing to make direct representation to Council, shall advise the CAO's office using a submission form found on the website or available by request, for consideration not less than seven days prior to the subsequent meeting.
- b) The written submission shall state:
  - i) the name of the person or group representative wishing to speak and;
  - ii) their municipal and mailing addresses, phone numbers, email and;
  - iii) description of the subject matter they wish to speak on and;
  - iv) provide presentation material in an approved format and;
  - v) handouts must be received no later than the Wednesday prior to the presentation.
- c) Any taxpayer or Town of Drumheller resident shall be provided the opportunity to address Council, provided they have not addressed Council on the same subject within the previous 3 months. If the person or group wishing to address is not a taxpayer or Drumheller resident, or if the subject is the same as one addressed within the previous six months, then Council shall consider the request and determine whether or not to receive the delegation.

- e) Council shall, at its next regular meeting following the delegation presentation, discuss any decisions or issues, if required, regarding the issue raised by the delegation.
- f) During the delegates presentation:
  - i) delegations shall not speak for more than fifteen minutes, unless the time is extended by the majority vote of Council;
  - ii) in questioning delegations, Councillors will only ask questions which are relevant to the subject of the hearing and will avoid repetition;
  - iii) delegations will be restricted to speaking to the relevant subject matter only;

## 8. FIRST MEETING OF TOWN COUNCIL

- 8.1 The first meeting of Council after a general election shall be held not later than two weeks after the third Monday in October;
- 8.2 The CAO shall call the meeting to order and shall preside over the meeting until every member of Council present has made and subscribed to the official oath as prescribed by the Oath of Office Act or Solemn Affirmation;
- 8.3 A Councillor does not carry out any power, duty or function until that person has taken the official oath prescribed by the Oath of Office Act or Solemn Affirmation;
- 8.4 Immediately upon completion by every Councillor present making the oath and subscribing the official oath or solemn affirmation, the CAO shall retire from the Presiding officer, and The Mayor shall take the Presiding officer;

## 9. ORGANIZATIONAL MEETING OF TOWN COUNCIL

- 9.1 Council shall hold an Organizational Meeting not later than two weeks after the third Monday in October each year
- 9.2 The CAO shall set the time and place for the Organizational Meeting; the business of the meeting shall be limited to:
  - a) the appointments of members to Committees which Council is entitled to make; Appointments of Council members to committees shall be for a term of one year, unless otherwise specified and reviewed at the Organizational Meeting.
  - b) establishing a roster of Deputy Mayors for the Council term in accordance with MGA Section 152(1) Council, each Deputy Mayor shall swear an oath of office in a ceremony which will be held during a regular scheduled Council meeting
  - c) In the absence, or inability, of the Mayor or Deputy Mayor to act, the next Deputy Mayor shall assume the presiding officer as Acting Mayor, or Council

may appoint any other as Acting Mayor. An Acting Mayor shall have all the powers and shall perform all the duties of the Mayor.

#### 10. COMMITTEE OF THE WHOLE MEETINGS OF TOWN COUNCIL

10.1 The Committee of the Whole is comprised of Councillors.

10.2 The CAO and other required administrative staff may be asked to attend Committee meetings to make presentations and answer questions.

10.3 The purpose of the COTW is to:

- a) Meet principally as a forum for discussion enabling all Committee members to discuss key items without the requirement to make a decision;
- b) Receive updates and information on emerging and ongoing projects, initiatives and opportunities;
- c) Minutes from Boards and Committees will be accepted as information;
- d) Receive scheduled delegations and submissions;

10.4 Minutes will be taken for Committee of the Whole meetings.

10.5 The Committee may make the following motions:

- a) To adopt the minutes of a previous Committee meeting
- b) To receive agenda reports as information;
- c) To make recommendations to Council; and
- d) To move into a Closed Session meeting or to revert to an open meeting, pursuant to the MGA and the FOIP Act

#### 11. SPECIAL MEETINGS OF TOWN COUNCIL [MGA 194]

11.1 The Chief Elected Official;

- a) may call a special meeting whenever the official considers it appropriate to do so, and;
- b) must call a special council meeting if the official receives a written request for the meeting, stating its purpose, from a majority of the councillors;

11.2 The Chief Elected Official calls a special council meeting by giving at least twenty-four (24) hours' notice in writing to each Councillor and the public stating the purpose of the meeting and the date, time and place at which it is to be held.

11.3 A special council meeting may be held with less than 24 hours' notice to all



councillors and without notice to the public if at least 2/3 of the whole council agrees to this in writing before the beginning of the meeting.

11.4 No matter other than that stated in the notice calling the special council meeting may be transacted at the meeting unless the whole council is present at the meeting and the council agrees to deal with the matter in question.

11.5 A special meeting may be cancelled:

- a) by the Chief Elected Official if twenty-four (24) hours written notice is provided to all members and the public, or
- b) by the Mayor, with the written consent of two-thirds (2/3) of the members, if less than twenty-four (24) hours' notice is provided to all members.

## 12. COUNCIL SPECIAL TASK FORCES

12.1 Council may, by Bylaw, appoint Special Task Forces consisting of one or more Councillors and may include members of the public; but may not delegate to any such Task Force any of Council's powers, duties, or functions.

12.2 All Special Task Forces shall be appointed on motion of Council by consent of a majority of the Councillors present at a meeting of Council.

12.3 The intent of Special Task Forces is to investigate and report on special tasks a signed by Council and should be appointed for a specific time frame. Once the task is completed, the Special Task Force dissolves.

12.4 If in attendance at the time, any Member of Council may be eligible participate in any Special Task Force. The Chief Elected Official shall be an ex-officio member of all Special Task Forces without the right to vote upon all questions

## 13. COUNCIL COMMITTEES, BOARDS AND GROUPS

13.1 Council may establish Committees and Boards and appoint representatives as required by legislation, agreement or bylaw.

13.2 Unless authorized by Council or other legislation, Council established Boards and Committees are required to operate under the bylaws, policies and terms of reference developed and implemented by Council.

13.3 Council established organizations should submit bylaws, policies and procedures to the Town and submit any changes as necessary.

13.4 Appointed Council members shall keep the rest of the Council informed of the actions of committees or boards to which they are appointed by Council, by providing regular activity highlights at the Committee of the Whole meeting.

13.5 Council may make member appointments to a board or committee at any time.

- 13.6 Persons wishing to join a Council Committee or Board will submit an application to Legislative Services. The application will be forwarded to the Executive for a recommendation. Member appointments will be made at a regular Council Meeting.
- 13.7 Meetings dates, times, and locations will be decided by the organization.
- 13.8 Boards, Committees and Groups receiving funding, have an agreement or contract with the Town will be required to attend Council as a delegation at least yearly and submit approved minutes of Board meetings within one week of approval of minutes. These minutes will be published on the town website and included with council agendas as information. As a condition of the funding, agreement or contract, a representative of the Town may be assigned to attend meetings.
- 13.9 If the Boards, Committees or Groups in 13.8, do not provide minutes on a regular basis or allow a representative from the Town to attend meetings, Council may elect to withhold future funding, agreements or leases until such items are resolved to the satisfaction of the Town.
- 13.10 Councillors may choose to become a member of a Board or Committee that is not Council established.
14. PUBLIC HEARINGS
- 14.1 In accordance with Part 7 of the *Municipal Government Act*, a Public Hearing shall be held when required by the *MGA* or another enactment, or when directed by Council.
- 14.2 A Public Hearing shall be held at a regular or special meeting of Council and will commence at 5:30 p.m., unless otherwise directed by a resolution of Council.
- 14.3 A Public Hearing shall be held before second reading of a proposed bylaw or before Council makes a decision by resolution.
- 14.4 Any person, group of persons, or person representing them who claims to be affected by the proposed bylaw, resolution, or other subject of the Public Hearing will be eligible to present at a Public Hearing, either electronically or in person, and may also provide a written submission, given they adhere to the procedures of the Public Hearing identified within this Bylaw
- 14.5 Public Hearings shall be advertised in accordance with the Town of Drumheller *Advertising Bylaw* and shall include information on the deadlines to be followed by anyone wishing to provide a submission to the Public Hearing.
- 14.6 Notwithstanding section 14.5 of this Bylaw, a Public Hearing will be advertised:
  - (a) for two (2) consecutive weeks in an accredited local newspaper; and
  - (b) through any other methods identified in the *Advertising Bylaw*, as deemed necessary.



- 14.7 In accordance with Section 199 of the *Municipal Government Act*, all Public Hearings shall be conducted both electronically and in person at Town Hall; any member of the public may provide a verbal submission electronically at a Public Hearing provided they register at least four (5) calendar days prior to the hearing. The registration should include their name, whether they are in support or in opposition of the proposed bylaw, resolution, or other subject of the Public Hearing, and whether they are a resident of the Town of Drumheller.
- 14.8 All written submission must be received at least five (5) calendar days prior to the date of the Public Hearing for inclusion in the agenda.
- 14.9 All written submissions shall include:
- (a) the name of the signatories;
  - (b) state if the signatories are in favour or opposed to the subject matter;
  - (c) whether or not the signatories are residents of the Town of Drumheller; and
  - (d) how each signatory is affected by the subject matter of the Public Hearing.
- 14.10 Written submission containing personal attacks, derogatory or defamatory statements, statements that promote discrimination against a person or class of persons, or statements that are likely to expose a person or class of persons to hatred or contempt will not be accepted.
- 14.11 Any person who wishes to present an in-person verbal submission at a Public Hearing shall register to speak prior to the hearing on a designated sign-in sheet, which shall include their name, whether they are in support or in opposition of the proposed bylaw, resolution, or other subject of the Public Hearing, and whether they are a resident of the Town of Drumheller.
- 14.12 The order of business for the Public Hearing shall be as follows:
- (a) Council shall make a motion to open the Public Hearing, which shall note the time that the Public Hearing is opened.
  - (b) The Mayor shall state the purpose of the Public Hearing.
  - (c) The CAO shall introduce the proposed Bylaw, resolution, or other subject and shall briefly speak on the intended purpose.
  - (d) The Mayor shall outline the rules of conduct for the Public Hearing.
  - (e) Council shall hear the presentation(s) from the public in support of the bylaw, resolution or other subject matter;

- (f) The Mayor shall ask three (3) times whether anyone else wishes to present in support of the proposed bylaw, resolution, or other subject matter.
- (g) Council shall hear the presentation(s) from the public in objection of the proposed bylaw, resolution, or other subject matter;
- (h) The Mayor shall ask three (3) times whether anyone else wishes to present in objection of the bylaw, resolution or other subject matter.
- (i) The CAO shall be given the opportunity to respond to any comments received from the parties in opposition.
- (j) Council shall be given the opportunity to ask questions of clarification from either the parties in support, the parties in opposition, or the CAO.
- (k) The Mayor shall make a motion to close the Public Hearing and shall note the time that the Public Hearing is closed.

14.13 The following rules of conduct shall be followed during the Public Hearing:

- (a) All persons shall address their presentation to the Mayor and shall only address Council with the permission of the Mayor.
- (b) Presentations shall be given in the order in which they are called.
- (c) All materials associated with the Public Hearing will form part of the minutes of the regular or special council meeting in accordance with Section 216.4(6) of the Municipal Government Act and will become part of the public record.
- (d) Only material associated with the proposed bylaw, resolution, or other subject matter for which the Public Hearing was called will be considered at the Public Hearing.
- (e) No person shall speak for more than five (5) minutes and no group shall speak for more than ten (10) minutes, exclusive of the time required to answer questions from Council, unless the presentation has been extended by a decision of the Mayor in order to ensure the integrity of the Public Hearing.
- (f) Any person addressing Council shall:
  - (i) state their name;
  - (ii) whether they are in support of or opposition to the Bylaw, resolution, or other subject matter;
  - (iii) whether they are a resident of the Town of Drumheller; and

- (iv) how they are affected by the proposed Bylaw, resolution, or other subject matter.
  - (g) Council may not debate the Bylaw, resolution, or other subject matter at the Public Hearing and may only ask questions for clarification.
  - (h) The Mayor shall have the authority to end a presenter's electronic participating in a Public Hearing if, in the opinion of the Mayor, it is disruptive or inappropriate to the proceedings.
  - (i) Respect for staff, Council, and the public shall be maintained; the Mayor may expel any member of the public from the Public Hearing for improper conduct, in accordance the Section 216(3) of the *Municipal Government Act*.
- 14.14 Council members who are absent for the entirety of the Public Hearing must abstain from voting on the matter in future sessions of Council.
- 14.15 Council members who are absent for a part of the Public Hearing may abstain from voting on the matter in future sessions of Council.
- 14.16 In order to ensure procedural fairness, no person shall address Council regarding a matter subject to a Public Hearing after the conclusion of that Public Hearing.

(BL 17.25)

## 15. TRANSITIONAL

- 15.1 This Bylaw shall take effect on the day of the third and final reading.
- 15.2 Upon third reading of this Bylaw, Bylaw 10-09 and all amendments are repealed.

READ A FIRST TIME THIS 13<sup>th</sup> DAY OF SEPTEMBER, 2021.

READ A SECOND TIME THIS 13<sup>th</sup> DAY OF SEPTEMBER, 2021.

READ A THIRD AND FINAL TIME THIS 20<sup>th</sup> DAY OF SEPTEMBER, 2021.





## TOWN OF DRUMHELLER BOARD / COMMITTEE APPLICATION FORM

Date: March 3rd/2025

Board: Library Board

Name of Applicant: Rebecca Harvey

Full Address:

██████████ Drumheller, AB, ██████████

Phone Number: ██████████

Email: \_\_\_\_\_

Do you have previous Board/Committee experience? ☒ Yes ☐ No

If yes, please list the Boards and the length of time you served.

Freshmen Representative at Ambrose University for 8 months.  
Central Planning Team Member for Legacy Youth Conference 8 months.  
President of Ambrose Figure Skating Club for 1.5 years.

Briefly explain why you are interested in this position and what particular skills you will bring to this Committee or Board.

I'd love the opportunity to be part of the library board because I want to get more involved in my community and learn how boards operate. Libraries are such an important resource, and I'd love to contribute to their growth.  
With my background in marketing and community engagement, I can help with outreach, event planning, and creative ways to connect people with the library. I'm eager to learn, so I'd bring enthusiasm and fresh ideas.

**Signature:** \_\_\_\_\_

If you have any questions please contact Mitchell Visser at 403-823-1339. Please email your completed form to [legislativeservices@drumheller.ca](mailto:legislativeservices@drumheller.ca) or submit it at Town Hall.

Personal information is being collected for the purpose of appointing individuals to Town of Drumheller public service boards under the the authority of Section 33 of the Freedom of Information and Protection of Privacy Act (FOIP). If you have any questions about the collection or use of your personal information, please contact the Town of Drumheller's FOIP Coordinator at 403-823-1339.

## REQUEST FOR DECISION

<b>TITLE:</b>	Drumheller Valley Sports Committee (DVSC) Appointments
<b>DATE:</b>	May 20, 2025
<b>PRESENTED BY:</b>	Kaylyn Jensen, Acting Manager of Recreation, Arts and Culture
<b>ATTACHMENT:</b>	Bylaw #04.25 - Drumheller Valley Sports Committee Bylaw DVSC Applications and Letters of Support - Redacted Bylaw #04.21 - Council & Committee Meeting Procedure Bylaw

### SUMMARY:

As established in *Bylaw 04.25 – Drumheller Valley Sports Committee*, Council resolution is required to make the appointments to the Drumheller Valley Sports Committee (DVSC). The DVSC is intended to represent a broad cross-section of recreation users within the jurisdiction of Drumheller and surrounding area.

### RECOMMENDATION:

Administration recommends the appointment of William Buchanan, Ken Fournier, Amber Hodgson, Colin Kloot, Gavin Makse, Kristi Murphy and Linda Traquair to the Drumheller Valley Sports Committee, each for a three (3) year term. Additionally, Administration recommends the appointment of a Councillor for a term ending October 20, 2025, and the appointment of Julia Fielding, as the Travel Drumheller representative, for a three (3) year term.

### DISCUSSION:

Following Council's adoption of Bylaw 04.25 on February 3, 2025, establishing the Drumheller Valley Sports Committee, public recruitment for committee members was initiated for those with experience in multiple public community associations and community sport organizations.

DVSC is responsible for identifying sports development opportunities in the Town of Drumheller and its neighboring communities. The Committee serves as an advisory group for Council on effective policies and sports initiatives and will produce a report semiannually to Council.

As per the terms of reference outlined in Bylaw 04.25, the DVSC shall consist of a minimum of six (6) and a maximum of eight (8) voting members, comprised of between five (5) and seven (7) members-at-large and one (1) Councillor. Also serving on the DVSC as nonvoting members are the Manager of Recreation, Arts, and Culture and one (1) representative from Travel Drumheller.

As of the application deadline of March 21, 2025, the following seven (7) people submitted the Council Board and Committee application forms and provided the required letter of endorsement for the Drumheller Valley Sports Committee:

<b>Applicant</b>	<b>Endorsing Organization</b>
William Buchanan	Alberta Soccer Association
Ken Fournier	Drumheller Titans Football
Amber Hodgson	Drumheller Dragons
Colin Kloot	Drumheller Pickleball Club
Gavin Makse	Drumheller Minor Soccer
Kristi Murphy	Drumheller Mixed Slo Pitch
Linda Traquair	Alberta 55+ Board

Due to a technical error at the beginning of the application process, we have accepted Linda Traquair's Letter of Intent as her application.

Julia Fielding, Executive Director for Travel Drumheller, has been selected by Travel Drumheller as their representative on the DVSC.

**FINANCIAL IMPACT:**

Participation on the Drumheller Valley Sports Committee is voluntary with no financial remuneration. The Manager of Recreation, Arts and Culture will provide administrative support to the DVSC, and the costs will be allocated within the existing operating budget.

**STRATEGIC POLICY ALIGNMENT:**

The Committee will assist the development and establishment of the DVSC to create an important forum for identifying sports-related concerns and opportunities. Regular communication with Council will be established to ensure that the recommendations align seamlessly with the Town's strategic goals.

**COMMUNICATION STRATEGY:**

Upon confirmation of appointments, DVSC members will receive written notification regarding their appointment, including the Terms of Reference, details of the inaugural meeting to take place in June 2025, and a timeline outline for their report. Additionally, the DVSC members will be identified in the Council Boards and Committees page on the Town of Drumheller website.

A media release will be circulated to announce the DVSC members. As the committee's objectives form and initiatives are completed, the Town will share the committee's achievements on their social media platforms.

**MOTION:**

That Council appoint Linda Traquair, Kristi Murphy, Ken Fournier, Gavin Makse, Colin Kloot, William Buchanan, and Amber Hodgson as voting members to the Drumheller Valley Sports Committee, each for a three-year (3) term, beginning May 20, 2025, and ending May 20, 2028

**MOTION:**

That Council appoint Councillor \_\_\_\_\_ to the Drumheller Valley Sports Committee beginning May 20, 2025, and ending October 20, 2025.

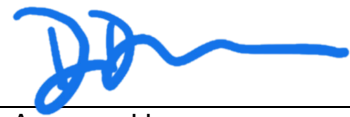
**MOTION:**

That Council appoints Julia Fielding as the non-voting Travel Drumheller representative to the Drumheller Valley Sports Committee, effective May 20, 2025, with a term ending on May 20, 2028, or until such time as she is no longer employed by Travel Drumheller, whichever occurs first.



Prepared by:  
Kaylyn Jensen  
Acting Manager of  
Recreation,  
Arts, and Culture

Reviewed by:  
Victoria Chan CPA,  
CGA, LL. B  
Director of Corporate  
and Community Services,  
Chief Financial Officer



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

**TOWN OF DRUMHELLER**  
**BYLAW NUMBER 04.25**  
DEPARTMENT: RECREATION, ARTS & CULTURE

A BYLAW OF THE TOWN OF DRUMHELLER TO ESTABLISH THE DRUMHELLER VALLEY  
SPORTS COMMITTEE

**WHEREAS**, section 145 of the *Municipal Government Act, R.S.A. 2000, c. M-26*, hereinafter referred to as the *MGA.*, provides for a council to, by bylaw, establish council committees and other bodies;

**AND WHEREAS**, section 145 of the *MGA* provides for a council, by bylaw, to establish the functions of the committee and the procedures to be followed by it;

**AND WHEREAS**, the *Council* of the Town of Drumheller desires to diversify and expand its sports communities accessibility;

**AND WHEREAS**, the *Council* of the Town of Drumheller desires to identify goals and objectives for sports participation and inclusivity;

**AND WHEREAS**, the *Council* of the Town of Drumheller desires to collaborate with all member organizations to support a coordinated approach to advancing sport in the Town of Drumheller;

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

**1. SHORT NAME**

1.1 This Bylaw shall be cited as the "Drumheller Valley Sports Committee Bylaw."

**2. DEFINITIONS**

2.1 For the purposes of this Bylaw, the following definitions shall apply:

- a) "*Chair*" means the highest elected member of the *Committee* who is responsible for calling and chairing all meetings;
- b) "*Chief Administrative Officer*" or "*CAO*" means the person appointed as Chief Administrative Officer for the Town of Drumheller, or their designate;
- c) "*Code of Conduct*" means the *Bylaw #8.18 - Council Code of Conduct Bylaw*, as amended from time to time, and its successor legislation;
- d) "*Council*" means the Mayor and Councillors of the Town of Drumheller;
- e) "*Councillor*" means a member of the *Council* of the Town of Drumheller, duly elected or appointed in accordance with the *Municipal Government Act*.
- f) "*Council & Committee Meeting Procedure Bylaw*" means the *Council & Committee Meeting Procedure Bylaw #04.21*, as amended from time to time, and its successor legislation.



- g) "*Drumheller Valley Sports Committee*" or "*Committee*" means the Drumheller Valley Sports Committee appointed in accordance with this Bylaw;
- h) "*Letter of Endorsement*" means a formal written document issued by a sports organization, expressing official support or approval for individual, or application, to strengthen credibility within the context of sports and recreation.
- i) "*Municipal Government Act*" or "*MGA*" means the *Municipal Government Act, R.S.A. 2000 M-26*, as amended from time to time, and its successor legislation;
- j) "*Organizational Meeting*" means the meeting held once per year to establish leadership, adopt bylaws, and set foundational procedures for operations.
- k) "*Town*" means the Town of Drumheller, a municipal corporation in the Province of Alberta, and includes the area contained within the corporate boundaries of the Town of Drumheller, as the context may require;
- l) "*Vice Chair*" means the member responsible for the duties of the *Chair*, in the absence of the *Chair*.

### 3. ESTABLISHMENT

3.1 The *Drumheller Valley Sports Committee* is hereby established.

3.2 The *Committee* shall:

- a) provide an important forum for identifying the *Town's* and surrounding neighbour's concerns and opportunities regarding recreation; and
- b) serve as an advisory group for *Council* on effective policy and service provision regarding sports initiatives and partnerships within the *Town*.

### 4. OBJECTIVES

4.1 The objectives of the *Committee* shall be to:

- a) work on financial strategies to secure funding, sponsorship, and grants to support sports development activities, ensuring long-term financial stability;
- b) develop and implement long-term strategies to enhance the overall growth and sustainability of sports within the community;
- c) create strategies to enhance hosting and tourism opportunities for the *Town* and surrounding areas;
- d) identify opportunities for facility upgrades or new infrastructure to ensure that sports venues meet current standards, promoting a safe and enjoyable environment for participants and spectators;

- e) facilitate information sharing between sports organizations and to improve a variety of sports opportunities, venues, and partners to bring sports events and tourism to the *Town* and surrounding areas;
- f) emphasize the importance of sports in building a healthy community for all residents in the *Town* and surrounding areas;
- g) provide an inclusive and accessible environment for community diversity for all sporting experiences;
- h) provide sports development advice to *Council* for the benefit of residents of the *Town* and surrounding area;
- i) provide recommendations for the Recreation, Arts, & Culture Department's annual operating budget and/or 10-year Capital Plan as it pertains to sports development for the *Town* and the surrounding areas; and
- j) work collaboratively with *Town* Administration and relevant stakeholders to identify, advocate for, support, or facilitate grant, donation, or funding opportunities that align with the mandate, priorities, and objectives of the *Committee* and the *Town*.

## 5. MEMBERSHIP

- 5.1 The *Committee* shall consist of a minimum of six (6) and a maximum of (8) voting members, the composition of which shall be as follows:
- a) between five (5) and seven (7) members at large; and
  - b) one (1) Councillor.
- 5.2 The *Committee* shall consist of the following non-voting members:
- a) the Manager of Recreation, Arts, and Culture; and
  - b) one (1) representative from Travel Drumheller, appointed at the Travel Drumheller organizational meeting.
- 5.3 The term of each member-at-large shall be for three (3) years.
- 5.4 The *Councillor* shall be appointed to the *Committee* annually at the *Organizational Meeting* of *Council*.
- 5.5 The *Councillor* cannot function as *Chair* or *Vice Chair*.
- 5.6 Members-at-large of the *Committee* shall have the following qualifications:
- a) Current involvement in service provision, policy, or program development in sports for the *Town* and surrounding areas;
  - b) A "*Letter of Endorsement*" from their sports organization;

- c) Strong community networks and linkages;
  - d) The ability to participate constructively in an advisory role;
  - e) Represent a broad cross section of community interests that reflects the diversity of the *Town* and surrounding areas;
  - f) Strong understanding of the *Town* and its social, environmental, and economic influences;
  - g) Excellent knowledge and understanding of local issues that apply to sports development;
  - h) Be willing to contribute positively to meetings without bias;
  - i) Be able to look beyond personal interests for the benefit of the *Town* and surrounding areas;
  - j) Aptitude to encourage participation from and provide feedback to the community about sports;
  - k) An ability to commit to the *Committee* for the required duration; and
  - l) Willingness to celebrate the success and achievements of sports in the *Town* and surrounding areas.
  - m) Live or operate a business within the *Town* boundaries; and
  - n) Not have any direct affiliation with the *Town* or its *Council*.
- 5.7 The *Town* is committed to supporting all members from diverse and inclusive backgrounds. The *Committee* will establish guidelines and standards to promote social and cultural inclusion for groups or individuals from various backgrounds.
- 5.8 Members shall be appointed by resolution of *Council*, following the submission of an application.
- 5.9 The *Committee* may recommend individuals to *Council* for appointment to the *Committee* by submitting signed minutes that include the motion to recommend these individuals.
- 5.10 The *Committee* may recommend to *Council* an increase or decrease in membership of the *Committee*.
- 5.11 No member at large shall exceed six (6) consecutive years unless approved by a resolution of *Council*.
- 5.12 If a member misses three (3) consecutive regular meetings, unless the absence is approved by a resolution of the *Committee*, the *Town* Administration may declare the office of that absent member vacant upon the recommendation of the *Committee*.
- 5.13 If a member of the *Committee* is unable or unwilling to continue to serve as a member, *Council* may, by resolution, appoint a replacement.

- 5.14 Membership on this *Committee* is voluntary and does not come with any financial compensation.

## 6. SELECTION OF CHAIR

- 6.1 The Manager of Recreation, Arts, & Culture shall preside at regular meetings of the *Committee* until a *Chair* is elected pursuant to this bylaw.
- 6.2 The *Chair* and *Vice Chair* shall be selected by a majority vote of the members-at-large of the *Committee* at the first meeting of each calendar year or as soon as practicable thereafter.
- 6.3 The *Chair* and *Vice Chair* shall serve a term of one (1) year or until a successor is elected as per Section 6.2 of this policy.
- 6.4 Members may be re-elected to the position of *Chair* or *Vice Chair* but shall not serve more than two (2) consecutive years in the same position unless otherwise approved by the majority of the *Committee*.
- 6.5 The *Chair* shall preside over all meetings of the *Committee* and ensure that:
- a) meetings are conducted in accordance with applicable Town policies and procedures; and
  - b) fair opportunities for views and opinions are voiced and discussed by the *Committee*.
- 6.6 The *Vice Chair* will chair meetings in the *Chair's* absence or inability to act.
- 6.7 In the event of a vacancy in the office of *Chair*, the *Vice Chair* shall assume the role of *Chair* for the remainder of the year.
- 6.8 If the *Vice Chair* role becomes vacant or the *Vice Chair* assumes the permanent role of *Chair*, the *Committee* shall elect a new *Vice Chair* from among its members-at-large in accordance with Section 6.2 of this policy.

## 7. MEETING PROCEDURES

- 7.1 A meeting may be called by the *Chair* of the *Committee* or by request of a member through the *Chair*.
- 7.2 Quorum shall consist of the majority of voting members.
- 7.3 Meetings shall be conducted in accordance with good meeting practices on a consensus basis; when consensus cannot be reached, decisions shall be made in accordance with *Roberts Rules of Order, Newly Revised*.
- 7.4 Meetings shall be by any method and at such a frequency as deemed necessary; however, the *Committee* shall convene at least four (4) times per year.

- 7.5 The *Committee* will annually establish and agree upon a schedule of meetings. In exceptional circumstances, the *Committee* reserves the right to cancel or reschedule a meeting.
- 7.6 The *Committee* will adhere to established meeting procedures in accordance with best practices, in accordance with *Council and Committee Meeting Procedure Bylaw 04.21* and *Roberts Rules of Order, Newly Revised*. A copy of Bylaw 04.21 shall be provided to members upon appointment.
- 7.7 The appointed recording secretary shall prepare minutes of each meeting, which shall be approved at a subsequent meeting and signed by the *Chair*.
- 7.8 Each member is entitled to one vote, and the Chair will cast a vote only in case of a tie.

## **8. RECORDING SECRETARY**

- 8.1 *Town* Administration will appoint a recording secretary who is not a member at large and will not possess voting rights, and who will:
- a) organize meetings;
  - b) prepare and distribute agendas to all members;
  - c) record meeting minutes, which will be:
    - i) distributed to all members; and
    - ii) submitted to *Council* through the *Town's* Legislative Services department.
    - iii) Stored digitally according to the *Town's* retention and disposition policies and bylaws.

## **9. ADMINISTRATION SUPPORT**

- 9.1 *Town* Administration will provide the following support to the *Committee*:
- a) Provide meeting space at the Badlands Community Facility (BCF), at no cost;
  - b) Facilitate a review process for the *Committee* and its terms of reference every three (3) years;
  - c) Provide information and education on good governance issues such as conflict of interest, confidentiality, and register of interests;
  - d) Organize the recruitment and selection process for *Committee* members; and
  - e) Compile and circulate agendas, attend meetings, and record and distribute minutes.

## **10. CONFLICT OF INTEREST AND CONFIDENTIALITY**

- 10.1 The discussions and deliberation of the *Committee* are confidential. Members shall restrict discussions with non-Committee members to information that has already been made public.
- 10.2 Information gained through the course of participation on the *Committee* cannot be used for personal interest or gain, or for the personal interest or gain of a family member.
- 10.3 Any real or perceived conflicts of interest that may arise through the course of participation on the *Committee* must be disclosed to the *Committee* members immediately. Conflict of interest occurs when a *Committee* member's personal, financial, or other interests could improperly influence, or appear to influence, their judgment or actions in the execution of their duties. Conflicts of interests may include, but are not limited to:
- a) financial interests in entities being reviewed or affected by the *Committee's* recommendations;
  - b) personal or family relationships with individuals whose remuneration may be affected by the *Committee's* decisions; and/or
  - c) any other situation that could lead to bias or partiality in the *Committee's* deliberations or recommendations.
- 10.4 If the member is not certain whether he or she is in a conflict-of-interest position, the matter may be brought before the *Committee* or the *Chair* for guidance.
- 10.5 The member in conflict of interest shall not vote on the issue, and unless otherwise directed by the *Committee*, shall be absent from the discussion.
- 10.6 The conflict of interest shall be duly recorded in the meeting minutes, and the time the member leaves and returns to the meeting shall also be recorded.
- 10.7 Members must declare any conflict of interest before a meeting or beforehand and report it to the *Chair*. In such a case, the affected member will not have voting rights on the specific item, and the *Committee* might request the member to leave or excuse themselves from the room.
- 10.8 If it is determined that the conflict-of-interest position precludes the member's ability to continue his or her role on the *Committee*, the member shall resign from the *Committee* and a new member may be appointed in accordance with Section 5.

## **11. COMMITTEE REPORTING**

- 11.1 Copies of the approved meeting minutes shall be forwarded to Administration within one (1) week of approval and shall be published with the relevant *Council* Committee of the Whole Agenda as information.
- 11.2 The *Committee* will report annually on its activities to *Council* prior to the 30th of September of each year.

## **12. AUTHORITY**



- 12.1 The *Committee* is intended to act in an advisory capacity only; *the Council* shall not delegate any of *the Council's* powers, duties, or functions to the *Committee*.

### 13. TRANSITIONAL

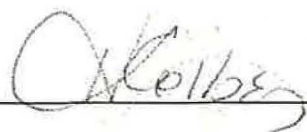
- 13.1 If any portion of this Bylaw is found to be invalid, that portion shall be severed from the remainder of the Bylaw and shall not invalidate the whole Bylaw.
- 13.2 This Bylaw comes into full force and effect upon third and final reading.

READ A FIRST TIME THIS 20<sup>th</sup> DAY OF January, 2025.

READ A SECOND TIME THIS 20<sup>th</sup> DAY OF January, 2025.

READ A THIRD AND FINAL TIME THIS 3<sup>rd</sup> DAY OF February, 2025.



  
MAYOR

  
CHIEF ADMINISTRATIVE OFFICER



## TOWN OF DRUMHELLER BOARD / COMMITTEE APPLICATION FORM

Date: 19th March 2025

Board: Drumheller Valley Sports Committee #10060

Name of Applicant: William Buchanan

Full Address:

Phone Number:

Email:

Do you have previous Board/Committee experience? ☐ Yes ☒ No

If yes, please list the Boards and the length of time you served.

I have been on multiple sports boards within Alberta and throughout Canada from junior to senior age groups Since 2001.

These have included scheduling, planning, development, training, assessment and discipline.

I have managed and participated in National competitions and professional games.

Briefly explain why you are interested in this position and what particular skills you will bring to this Committee or Board.

I would like to support and help the development of the drumheller area through its recreational activities.

I would bring experience and organisational skills to the board.

I bring a passion for sports and recreation.

Signature:

If you have any questions please contact Mitchell Visser at 403-823-1339. Please email your completed form to [legislativeservices@drumheller.ca](mailto:legislativeservices@drumheller.ca) or submit it at Town Hall.

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LAURIE  
HASTINGS,  
ASA ASSESSOR  
CHAIR SOUTH  
AND  
NATIONAL  
LIST ASSESSOR  
WITH  
CANADA  
SOCCER.

---



[Redacted address line]



[Redacted phone number]

HIGH RIVER  
T1V1N3 A8

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To whom it may concern,

I am writing to you in regard to an application from William Buchannan to join the Drumheller Valley Sports Committee as a volunteer.

I have known William for close to 20 years in various capacities. First a fellow soccer referee at all levels up to Usport and ACAC. Next as a board member with the Calgary and District Soccer Referees Association (CDSRA), from 2010 to 2014 during which time I was the President of the CDSRA and William was the Vice President. My current relationship with him is as an accredited Soccer Referee Assessor with the Alberta Soccer Association (ASA). I am the assessor chair for ASA and organize and arrange all assessments in the Province from Red Deer south.

In all my dealings with William, I have found him to be reliable, hardworking, diligent and a pleasure to work with. I can only imagine that he would be an asset to your organization.

Please feel free to reach out me if you would any further discussions or clarification.

Sincerely,

**Laurie Hastings, ASA assessor chair south and National list assessor with Canada Soccer.**

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## TOWN OF DRUMHELLER BOARD / COMMITTEE APPLICATION FORM

Date: march 19,2025

Board: Drumheller Valley Sports Committee

Name of Applicant: Ken Fournier

Full Address:

drumheller AB, T0J

Phone Number:

Email:

Do you have previous Board/Committee experience? ☒ Yes ☐ No

If yes, please list the Boards and the length of time you served.

Drumheller community football association 2002-present

Briefly explain why you are interested in this position and what particular skills you will bring to this Committee or Board.

sports has been a big part of my daily life. ive been fortunate to have had great oppertunities through sport, and would like to help pvide the same for the next generation. i been part of sports organizations in drumheller, calgary,fort mcmurry, red deer, kamloops, missoula,salt lake city. this have given me a great perspective on facilities being used for sports from youth to the the olympic level. having played 17 years and coached since 2002 the challenges we face going foward i belive will be hard for one single oranization to do on thier own. so i think this committee can off all involved a great platform for sport to continue to thrive with having a place and resources to adress the needs of all sports in the valley. some of the skills i can bring are working in many fast pace environment's with weekly,monthly deadlines both as a former business owner and with a fortune 500 company. so i am proficiant with team/board based projects from small to large scale. as well as a large network of resources in and around the valley.

Signature: Ken Fournier

If you have any questions please contact Mitchell Visser at 403-823-1339. Please email your completed form to [legislativeservices@drumheller.ca](mailto:legislativeservices@drumheller.ca) or submit it at Town Hall.

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**Keri Looijen**

Team Manager, Senior Titans Football

March 15, 2025

**Drumheller Community Football Association**

Drumheller Valley Sports Committee Selection Panel

Drumheller, AB

**RE: Recommendation for Ken Fournier – Drumheller Sports Task Force**

To Whom It May Concern,

I am pleased to offer my highest recommendation for Ken Fournier to serve on the Drumheller Sports Task Force. As the head coach of the Senior Titans, Ken has demonstrated outstanding leadership, dedication, and a deep commitment to fostering athletic excellence in our community. His ability to mentor and inspire young athletes, along with his strategic vision for sports development in Drumheller, makes him an ideal candidate for this role.

Ken's impact extends far beyond the football field. He has cultivated a culture of discipline, teamwork, and perseverance within the Titans program, consistently producing competitive teams while also shaping young players into responsible and resilient individuals. His deep-rooted knowledge of sports in Drumheller, coupled with his collaborative approach to coaching and community engagement, positions him as an invaluable asset to the task force.

Beyond his coaching expertise, Ken understands the broader significance of sports in community development. He has been an advocate for youth participation in athletics, working tirelessly to ensure that sports remain accessible and beneficial for all. His insight into the challenges and opportunities facing sports organizations in Drumheller will be instrumental in shaping effective policies and initiatives for the task force.

Ken is a passionate and forward-thinking leader who truly embodies the spirit of sportsmanship and community service. His experience, vision, and commitment to growing sports in Drumheller will be a tremendous benefit to the committee, and I have no doubt that he will contribute meaningfully to its success.

I strongly encourage you to consider his application and would be happy to provide further insight if needed. Please feel free to contact me at [REDACTED] should you require any additional details.

Sincerely,

Keri Looijen

Senior Titans Team Manager





## TOWN OF DRUMHELLER BOARD / COMMITTEE APPLICATION FORM

Date: March 24

Board: Sport Committee

Name of Applicant: Amber Hodgson

Full Address:

[REDACTED] [REDACTED] [REDACTED] [REDACTED] Drumheller, AB

Phone Number

[REDACTED] 1

Email:

Do you have previous Board/Committee experience?



Yes



No

If yes, please list the Boards and the length of time you served.

music festival 2014-2018

dinofest 2012-2015

Briefly explain why you are interested in this position and what particular skills you will bring to this Committee or Board.

I am interested in joining the Drumheller sport committee because I am passionate about sports and want to help make a change to grow our sporting venues in Drumheller. If Drumheller's sporting facilities can grow and be worked upon this has potential to be very rewarding to the citizens and businesses of Drumheller. I have my Masters in Hospitality and Tourism so I have plenty of experience through this education that I feel would be very helpful and relative to what is required as a board member. I also have worked for Canalta for 20 years in many different roles (sales, marketing, director of operations). I know how to work with people, set company goals, work with budgets, fundraising, etc.

Signature:

[REDACTED]

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March 24, 2025

224 Center Street

Drumheller, AB, T0J0Y4

RE: Application to the Town of Drumheller Sports Development Committee

Dear Drumheller Valley Sports Committee Councilor

On behalf of the Drumheller Dragons, we would like to confirm our endorsement for Amber Hodgson to be part of the Drumheller Sports Development Committee.

Any further questions please contact.

Boedy Shields



Director of Operations - Drumheller Dragons Jr. A Hockey Club



## TOWN OF DRUMHELLER BOARD / COMMITTEE APPLICATION FORM

Date: 17 March, 2025

Board: Sports Committee

Name of Applicant: Colin Kloot

Full Address:

DRUMHELLER

Phone Number:

Email:

Do you have previous Board/Committee experience? ☒ Yes ☐ No

If yes, please list the Boards and the length of time you served.

Child Welfare Society of East London ten years  
Drumheller Dinosaur Valley Half Marathon organizing committee five years  
Police Commission (Drumheller) three years  
Legal Aid Society of Alberta six years (last year as chair)

Briefly explain why you are interested in this position and what particular skills you will bring to this Committee or Board.

I am an avid sportsman and have participated in numerous sports disciplines at provincial and international level.  
I have been a resident of Drumheller for twenty six years, raised my family here, and have a great interest in it's future.

Signature:

If you have any questions please contact Mitchell Visser at 403-823-1339. Please email your completed form to [legislativeservices@drumheller.ca](mailto:legislativeservices@drumheller.ca) or submit it at Town Hall.

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Angela Keibel

March 18, 2025

Legislative Services Coordinator  
Town of Drumheller, 224 Centre Street,  
Drumheller AB, T0J 0Y4

Dear Ms. Keibel:

The Drumheller Pickleball Club, a not for profit Society, is pleased to endorse Mr. Colin Kloot for a position on the new sports committee. Colin is an avid sportsman with a long history of sport participation and has extensive experience with volunteer groups, committees, commissions and boards. Having worked here over 25 years as a lawyer, he knows the Drumheller Valley community well.

Colin is a valued member of our Pickleball community who is bringing enthusiasm and a thirst to learn and master the game. He has the perspective to see what sports in general need in a community and the great value they bring.

We wish the new sports committee well and appreciate the chance to offer our support.

If you have any questions, please let us know. Since I am travelling out of the country for a few weeks after March 20, you can contact Mr. Irv Gerling a member of our Board who is covering for me. Irv is reachable at [REDACTED]

Yours truly,

Wayne Powell, President

Drumheller Pickleball Club

Cell ph: [REDACTED]





# TOWN OF DRUMHELLER BOARD / COMMITTEE APPLICATION FORM

Date: March 19, 2025 Board: Sports Committee  
Name of Applicant: Gavin Makse  
Full Address: [REDACTED]  
Drumheller, AB T0J 0Y4  
Phone Number: [REDACTED] Email: [REDACTED]  
Do you have previous Board/Committee experience? ☒ Yes ☐ No

If yes, please list the Boards and the length of time you served.  
Drumheller Minor Soccer Club Board: 2010-2020  
Three Hills Basketball Officials Association Board: 2017-Present  
Drumheller Coed Rec Soccer League President/Board: 2018-2018

Briefly explain why you are interested in this position and what particular skills you will bring to this Committee or Board.

I have a passion for working with building sports programs, events, and facilities within an organization. I am great at working with groups to plan tournaments, create leagues, and build facilities. I grew up in Trail, B.C. which is the best Sports town in B.C. and hope to do whatever I can to make Drumheller the best Sports town for all residents in all of Alberta.

Signature: [REDACTED]

If you have any questions please contact Mitchell Visser at 403-823-1339. Please email your completed form to [legislativeservices@drumheller.ca](mailto:legislativeservices@drumheller.ca) or submit it at Town Hall.

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DMSC (Drumheller Minor Soccer Club)  
Nonprofit organization

Drumheller, AB  
T0J 0Y0

March 15<sup>th</sup> 2025

To whom it may concern:

This letter is to declare that Gavin Makse has been in good standing with the DMSC Drumheller Minor Soccer Club as Head Referee for 5+ years and has officiated games within our District (Big Country Soccer Association) for 5+ years as well. Gavin has proven to be fair and unbiased in his officiating. Gavin has also coached a U7 & U9 Boys competitive travel team for the DMSC. Gavin is a passionate person when it comes to sports which can sometimes come across as intense but he consistently proves that he cares intensely for both the rule of play and the players he has coached. I feel he has valuable sports insight that would be an asset to any sports board.

Sincerely,

Brad LeDrew (President & Head coach Drumheller Minor Soccer Club)  
Tim Gilroy (Vice President Drumheller Minor Soccer Club)



## TOWN OF DRUMHELLER BOARD / COMMITTEE APPLICATION FORM

Date: March 27, 2025

Board: DVSC

Name of Applicant: Kristi Murphy

Full Address:

Drumheller, Alberta T0J

Phone Number:

Email:

Do you have previous Board/Committee experience? ☒ Yes ☐ No

If yes, please list the Boards and the length of time you served.

Big Country Anti Violence Association at least 15 years, as well as numerous boards as part of my work with the Gov't of Alberta

Briefly explain why you are interested in this position and what particular skills you will bring to this Committee or Board.

I am passionate about sports in general. I love watching and being involved with my kids sports. I also love playing pool in a league as well as running the slo pitch league in Drum. I run my own league team as well as a tournament team which travels all around mostly central and southern alberta. I also cohost a successful slo pitch tournament in Drum every September long weekend which is attended by 200-250 people from around Alberta, BC and Sask.

Signature: Kristi.Murphy

Digitally signed by  
Kristi.Murphy  
Date: 2025.03.27  
20:22:39 -06'00'

If you have any questions please contact Mitchell Visser at 403-823-1339. Please email your completed form to [legislativeservices@drumheller.ca](mailto:legislativeservices@drumheller.ca) or submit it at Town Hall.

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## LETTER OF SUPPORT

To whom this may concern -

I am writing this Letter of Support for Kristi Murphy and her application to be on the Drumheller Sports Council.

My name is Tyler Hummel and I have known Kristi for roughly seven years. I have gotten to know her very well through the mixed Slow Pitch league that she runs in Drumheller during late spring and the summer. I always look forward to her yearly emails announcing that she is getting things prepared for the coming year of ball.

I happen to “manage” my own team, and quite frankly, it is a massive hassle. It makes me imagine how difficult it would be to run an entire league. This is why I always thank Kristi for taking the time out of her personal schedule to make things work, and for there to be a ball league. Kristi prioritizes ball, as it brings her both fun and joy.

I believe Kristi is very hardcore when it comes to any kind of sport. I mean that in a good way. Whether that be with her kids, or her love for slow pitch, or even being an NHL hockey fan. She shows a passion and competitiveness for sports that I believe is a great characteristic.

I believe Kristi owns several important qualities which have allowed her to run the Slow Pitch league for as long as she has. This would include leadership, good sportsmanship, integrity, and being a good people-person. I have never had any issues with her, and if I ever did, I know I would be able to talk to her and work it out.

With all things considered, and from my personal experience throughout my time knowing Kristi, I believe she would be a great fit for the Drumheller Sports Council.

Regards,

Tyler Hummel

██████████  
Drumheller, AB  
T0J ██████

To Whom it May Concern

**RE: Application to Drumheller Valley Sport Council**

I am applying for consideration to sit on the Drumheller Valley Sport Council. I recently participated on the task force which drafted the Terms of Reference for the committee. I have a strong commitment to the value of sport and recreation and their benefit to the physical and psychosocial well-being of individuals.

I have been active in the Drumheller Community – participating in the Design Committee for the BCF, 9 years as Chair of the Drumheller Public Library and over 12 years on the Drumheller Library Society. I organize and participate in the Seniors Bowling League. I am a member of the Pioneer Trail Seniors and organize casinos for a number of Drumheller organizations.

I am the Past President of the Big Country Seniors Sports Society following 10 years as President and am currently in my third term as Secretary on the Alberta 55 plus Provincial Board. I believe it is important that Seniors are represented on the committee to ensure that their needs are integrated with the plans. The recent addition of venues such as horseshoe pitches and bocce courts provide opportunities for seniors as well as multi-generational activities with minimal capital costs.

Alberta 55 plus offers 32 different sports and activities to its' members. In 2016, 8 events were brought to Drumheller and attended by over 600 participants and 100 supporters. 4 events were held at the BCF, 3 at the Legion and 1 at the Pioneer Trail Seniors Centre. In the intervening years, we have hosted a number of "fun competitions" and qualifiers. Most recently, on March 09, 2025, Drumheller hosted the 8 Ball pool qualifier for the 2025 Leduc Provincial Summer Games – attracting 18 participants from Drumheller and surrounding areas. Drumheller has sent participants in Womens' Hockey, Cribbage, Culture, Track and Field, Floor Shuffleboard, Bocce, Pickleball, Golf and Bowling to multiple games at both the Provincial and National Level. I am happy to say that each year we have increased our participation – in both numbers and a variety of events.

Thank you for your consideration of my application.

Respectfully

J. Linda Traquair

Drumheller Valley Sport Council

Drumheller, Alberta

To whom it may concern:

I am writing to provide a letter of reference for Linda Traquair, whom I have had the pleasure of knowing for many years. We served together on the Board of Directors for multiple organizations, and I have always found Linda to be trustworthy, hard working and intelligent.

Linda's excellent communication skills and dedication to her work make her an invaluable asset to any team. Recently, she served on the Sport Council Task Force for the Town of Drumheller, where the terms of reference for the Drumheller Valley Sport Council were developed and subsequently adopted by the Town Council.

Linda's efforts were instrumental in advocating for the construction of new bocce courts and horseshoe pitches at one of our parks. Additionally, her leadership and organizational skills were evident when she almost singlehandedly organized the highly successful Drumheller Alberta 55 plus Provincial Games in the fall of 2016.

With the Town Council now approving a regular committee for the Drumheller Valley Sport Council, I am confident that Linda's continued involvement will be a tremendous benefit. Her experience and commitment to enhancing our community's sport and recreation facilities make her an ideal candidate for this role.

I wholeheartedly recommend Linda Traquair for the Drumheller Valley Sport Council. Please feel free to contact me if you require any further information. My email address is [REDACTED] or call me at [REDACTED].

Sincerely,

Nettie Neustaeter

Alberta 55 plus Treasurer