



**TOWN OF HIGH PRAIRIE
BYLAW NO. 03-2026**

**A BYLAW OF THE TOWN OF HIGH PRAIRIE, IN THE PROVINCE OF ALBERTA,
FOR THE PURPOSE OF ESTABLISHING THE HIGH PRAIRIE AND DISTRICT
MUSEUM AS A MUNICIPAL SERVICE**

- WHEREAS pursuant to section 3 of the Municipal Government Act, RSA 2000, c M-26, the purposes of a municipality include providing services, facilities, or other things that, in the opinion of Council, are necessary or desirable for all or part of the municipality, and developing and maintaining safe and viable communities;
- WHEREAS pursuant to section 7 of the Municipal Government Act, Council may pass bylaws for municipal purposes respecting services provided by or on behalf of the municipality;
- WHEREAS section 9 of the Municipal Government Act provides that municipal bylaw powers are to be interpreted broadly to give councils broad authority to govern municipalities in the manner Council considers appropriate within its jurisdiction;
- WHEREAS the Town of High Prairie recognizes that the preservation, stewardship, interpretation, and public sharing of community arts, culture and heritage contributes to the cultural, social, educational, and economic well-being of the Town and surrounding region;
- WHEREAS the Town of High Prairie wishes to establish the High Prairie and District Museum as a municipal service;
- NOW THEREFORE the Council of the Town of High Prairie, in the Province of Alberta, duly assembled, enacts as follows:

TITLE

1. This Bylaw may be cited as the “High Prairie and District Museum Bylaw No. 03-2026”.

PURPOSE

2. The purpose of this Bylaw is to establish the High Prairie and District Museum as a cultural and historical service to the community with the following objectives:
 - a) to preserve, steward, interpret, and share the creative expression, living heritage, histories, cultures, stories, and community life of High Prairie and the surrounding Big Lakes region. For the purposes of this Bylaw, High Prairie and the Big Lakes region includes the Town of High Prairie, Big Lakes County, and neighbouring Treaty 8 First Nations and Métis Settlements communities;
 - b) to support public understanding, formal and informal lifelong learning, tourism, community engagement, cultural understanding, social responsibility, environmental awareness, community identity, and pride of place; and
 - c) to provide information services that support tourism development and promote awareness of the region’s cultural, historical, natural, and community assets.

DEFINITIONS

3. Definitions in this Bylaw:
 - a) “CAO” means the Chief Administrative Officer of the Town of High Prairie or their designate.
 - b) “Council” means the duly elected Council of the Town of High Prairie.

- c) "Museum" means the High Prairie and District Museum, including its facilities, artifact, archives and art collections, exhibits, programs, visitor services, and related operations.
- d) "Town" means the Corporation of the Town of High Prairie.

ESTABLISHMENT

- 4. The High Prairie and District Museum is hereby established as a municipal service of the Town.
 - a) The Town is authorized to own, operate, manage, and maintain the High Prairie and District Museum, including its facility, art, artifact and archival collections, exhibits, programs, services, and related assets.
 - b) The High Prairie and District Museum shall operate for the benefit of residents, visitors, researchers, schools, community organizations, and the broader public.

ADMINISTRATION

- 5. The CAO shall have administrative oversight of the Museum;
- 6. The CAO may appoint a Curator or designate to manage the day-to-day operations of the Museum;
- 7. The Museum shall operate in accordance with:
 - a) this Bylaw;
 - b) applicable federal and provincial legislation;
 - c) Town bylaws, policies and procedures; and
 - d) generally accepted museum standards of practice and ethics.

GOVERNANCE, MANDATE AND POLICIES

- 8. Council may approve a governance framework, vision, mission, mandate, and policies for the Museum.

9. The governance framework, vision, mission, mandate, and policies may address matters including, but not limited to, museum administration, collections management, acquisitions, loans, deaccessioning, access, exhibits, interpretation, programming, research, donations, public use, and community engagement.

FEES AND CHARGES

10. Fees and charges related to programs and services offered by the Museum shall be established through the Town's Fees and Charges Bylaw or other approved fee schedule.

COUNCIL AUTHORITY

11. Nothing in this Bylaw limits Council's authority to make decisions regarding the High Prairie and District Museum, including decisions respecting budgets, service levels, staffing, facilities, policies, fees, or other matters within Council's jurisdiction.

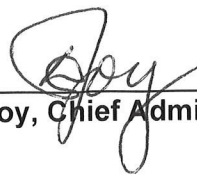
SEVERABILITY

12. If any portion of this Bylaw is found by a court of competent jurisdiction to be invalid, the invalid portion shall be severed, and the remainder of the Bylaw shall remain in force.
13. This Bylaw shall come into full force and effect upon the date of its final passing thereof.

READINGS

First Reading given on the 23rd day of June, 2026

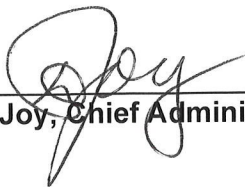


Daniel Vandermeulen, Mayor

David Joy, Chief Administrative Officer

Second Reading given on the 23rd day of June, 2026.



Daniel Vandermeulen, Mayor

David Joy, Chief Administrative Officer

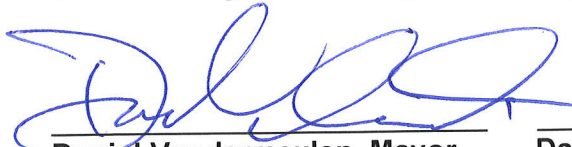
Given UNANIMOUS consent to go to third reading on this 23rd day of June, 2026.



Daniel Vandermeulen, Mayor

David Joy, Chief Administrative Officer

Third Reading and Assent given on the 23rd day of June, 2026.



Daniel Vandermeulen, Mayor

David Joy, Chief Administrative Officer

ASSET TRANSFER AGREEMENT

THIS AGREEMENT made this 17th day of June, 2026.

BETWEEN:

HIGH PRAIRIE & DISTRICT MUSEUM AND HISTORICAL SOCIETY
(the "Society")

AND

THE CORPORATION OF THE TOWN OF HIGH PRAIRIE
(the "Town")

WHEREAS the Society has operated the High Prairie and District Museum on lands owned by the Town located at 5301 – 49st in the Town (the "Lands") since 1967 and has maintained operational assets, publications, research materials, and intellectual property in support of the museum's activities;

AND WHEREAS the Society and the Town have agreed to transition operation and governance of the High Prairie and District Museum to the Town of High Prairie;

NOW THEREFORE the parties agree as follows:

1. TRANSFER OF OPERATIONAL ASSETS

1.1. The Society hereby transfers to the Town all right, title, and interest in and to the operational and non-collection assets owned by the Society and associated with the operation of the High Prairie and District Museum.

1.2. Such assets include:

- furnishings;
- display cases;
- exhibit infrastructure;
- office equipment;

- computer equipment;
- cleaning and maintenance equipment
- tools;
- program, office and cleaning supplies;
- signage;
- interpretive materials;
- retail inventory;
- maintenance equipment;
- and other operational property owned by the Society.

1.3. A detailed inventory of transferred operational assets may be attached as Schedule "A".

1.4. The Society confirms that as of the date of the Agreement, it surrenders any right or interest it has to use the Lands, and that any lease, license or other interest granted to the Society with respect to the Lands has expired and is no longer in force.

2. INTELLECTUAL PROPERTY AND PUBLICATIONS

2.1. The Society hereby transfers to the Town all right, title, and interest held by the Society in and to the intellectual property associated with the High Prairie and District Museum and the activities of the Society, including but not limited to:

- published and unpublished historical works;
- the three published volumes of the community history book series and associated publication rights;
- exhibition research and interpretive materials;
- educational and public programming materials;
- research files and historical compilations;
- photographs and digital image collections where copyright is held by the Society;
- exhibition text and design content;

- oral history recordings and transcripts where rights are held by the Society;
- promotional and marketing materials;
- website content, digital archives, and social media assets;
- logos, branding, and visual identity materials;
- and all other intellectual and creative works produced by or on behalf of the Society in relation to the museum.

2.2. This transfer applies only to rights legally held by the Society and does not include materials subject to third-party copyright, donor restrictions, licensing agreements, or other legal limitations.

2.3. Any known copyright restrictions, licensing conditions, or limitations on use shall be disclosed to the Town as part of the transfer documentation.

3. RECORDS

3.1. The Society shall provide to the Town copies of operational records reasonably required for the continued operation and administration of the museum.

3.2. The Society shall provide to the Town the original financial and Society records required to support compliance with CRA and Alberta non-profit regulatory requirements and to preserve an archival record of the operations and activities of the Society. The Society remains solely responsible for any required regulatory or tax filings, and the Town's role is limited to holding and maintaining those records.

4. LIABILITIES

4.1. Unless specifically identified in writing, this Agreement transfers assets only and does not transfer liabilities, debts, or obligations of the Society to the Town.

5. AUTHORIZATION

5.1. The Society represents that it has lawful authority to transfer the assets described herein and has authorized this transfer through a duly passed resolution of the Society.

6. EFFECTIVE DATE

This Agreement shall take effect upon execution by both parties.

IN WITNESS WHEREOF the parties have executed this Agreement.

HIGH PRAIRIE & DISTRICT MUSEUM AND HISTORICAL SOCIETY

Per: Helen Henderson

Name: Helen Henderson

Title: Chairperson

Per: Judy Chalmers

Name: JUDY CHALMERS

Title: SECRETARY

TOWN OF HIGH PRAIRIE

Per: David Joy

Name: DAVID JOY

Title: CAP

Per: Daniel Vandermeulen

Name: Daniel Vandermeulen

Title: Mayor

COLLECTION TRANSFER AGREEMENT

THIS AGREEMENT made this 17th day of June, 2026.

BETWEEN:

HIGH PRAIRIE & DISTRICT MUSEUM AND HISTORICAL SOCIETY
(the "Society")

AND

THE CORPORATION OF THE TOWN OF HIGH PRAIRIE
(the "Town")

WHEREAS the Society has operated the High Prairie and District Museum since 1967 and has acted as steward of the museum collection on behalf of the community;

AND WHEREAS the Society and the Town have agreed to transition ownership, stewardship, and operation of the museum collection to the Town of High Prairie;

AND WHEREAS the Society has formally deaccessioned the museum collection for the sole purpose of transferring ownership to the Town of High Prairie pursuant to a duly passed resolution of the Society;

NOW THEREFORE the parties agree as follows:

1. TRANSFER OF COLLECTION

- 1.1. The Society hereby transfers to the Town all right, title, and interest in and to the museum collection of the High Prairie and District Museum as recorded in the official accession ledgers of the Society, including Accession Ledger Volumes 1 through 5 (1971–2025), together with all associated accession records and supporting collections.

1.2. The collection transfer includes all associated:

- accession records,
- cataloguing records,
- donor files,
- conservation records,
- research files,
- archival documentation,
- inventories,
- digital collections records,
- and all other collections management documentation held by the Society.

2. DONOR RESTRICTIONS AND CONDITIONS

2.1. The Society shall disclose to the Town any known donor restrictions, conditions of gift, trust conditions, repatriation obligations, or other encumbrances associated with the collection.

2.2. The Town agrees to continue stewardship of the collection in accordance with such restrictions where legally and operationally feasible.

3. PUBLIC TRUST RESPONSIBILITIES

3.1. The Town acknowledges that the collection shall continue to be held in the public trust for the benefit of present and future generations. If the Town is unable to continue its public trust responsibilities, it will make every reasonable effort to transfer the collection to another qualified museum or museums, or the Province of Alberta where it can remain in the public trust.

3.2. The Town agrees to manage and care for the collection in accordance with recognized museum standards, ethical practices, and applicable municipal policies.

4. COPYRIGHT AND INTELLECTUAL PROPERTY

4.1. The Society transfers to the Town any copyright or intellectual property interests held by the Society directly related to the museum collection, exhibitions, research materials, photographs, and interpretive content, except where otherwise restricted by law or donor agreement.

5. AUTHORIZATION

5.1. The Society represents that it has lawful authority to transfer ownership of the collection and has authorized this transfer through a duly passed resolution of the Society.

6. EFFECTIVE DATE

This Agreement shall take effect upon execution by both parties.

IN WITNESS WHEREOF the parties have executed this Agreement.

HIGH PRAIRIE & DISTRICT MUSEUM AND HISTORICAL SOCIETY

Per: 

Name: Helen Henderson

Title: Chairperson

Per: 

Name: JUDY CHALMERS

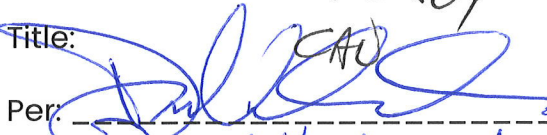
Title: SECRETARY

TOWN OF HIGH PRAIRIE

Per: 

Name: David Joy

Title: CAO

Per: 

Name: Daniel Vandermeulen

Title: Mayor.