

Town of Drumheller COUNCIL MEETING AGENDA

April 11, 2011 at 4:30 PM

Council Chamber, Town Hall

703-2nd Ave. West, Drumheller, Alberta



Page

1.0 CALL TO ORDER

- 1.1 Leaders of Tomorrow Awards

2.0 MAYOR'S OPENING REMARK

- 2.1 Motion required to change Regular Council Meeting to April 26th, 2011 due to the Easter Holiday on Monday, April 25th.
- 2.2 Proclamation Earth Day April 22, 2011
- 2.3 Report from Campaign Cabinet
- 2.4 RFD - Appointment of Bryce Nimmo to the Canadian Badlands Board of Directors (Member At Large)

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

- 5.1.1 Regular Council Meeting Minutes of March 28, 2011

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

- 5.2.1 Municipal Planning Commission Meeting Minutes of March 10, 2011

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1. ACTING CAO

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|-------|---|
| 24-26 | 8.1.1 Bylaw 04.11 - Supplementary Tax Bylaw - third reading |
| 27-28 | 8.1.2 Bylaw 05.11 - Business Tax Assessment Bylaw - third reading |
| 29-31 | 8.1.3 Bylaw 06.11 for the purpose of closing a portion of an unused and undeveloped Road Allowance (applicant Sandy Brown) -- first reading |
| 32 | 8.1.4 Bylaw 07.11 Business Tax Rate Bylaw |
| 33-38 | 8.1.5 RFD - Drumheller Off Road Vehicle Association Lease |
| 39-42 | 8.1.6 Elected Officials Remuneration Task Force Report |

8.2. Director of Infrastructure Services

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| 43-52 | 8.2.1 For Information - Solar-Powered Reservoir Mixing Units |
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8.3. Director of Corporate Services

8.4. Director of Community Services

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

11.0 UNFINISHED BUSINESS

12.0 NOTICES OF MOTIONS

13.0 COUNCILLOR REPORTS

14.0 IN-CAMERA MATTERS

April 22, 2011

WHEREAS: the Town of Drumhellers lands, waters, air and other natural resources should be protected and preserved at all costs. This goal of environmental sustainability is the legacy we wish to leave for those who follow us; and

WHEREAS: the Town of Drumheller supports and strengthens its commitment to the environment by continuing to accomplish the goals of being **Clean, Green and Healthy;** and

WHEREAS: Earth Day is the single largest peacetime demonstration in history, a global event that raises awareness for environmental issues.

NOW,

THEREFORE: I, Mayor Terry Yemen, on behalf of Town of Drumheller do hereby proclaim **April 22, 2011** as **"Earth Day"** and encourage all residents to do their part in creating a clean, green and healthy Town

[Mayor Terry Yemen]

Memorandum

To: Town Council

From: Campaign Cabinet

Date: April 7, 2011

Re: Badlands Community Facility Campaign

The Cabinet is pleased to offer this report on our activities and key accomplishments from November 2010 through March 31, 2011.

Accomplishments:

- Developed Campaign plan
- Updated Campaign timetable
- Revisited with current donors to discuss naming opportunities
- Drafted gift acceptance policy
- Finalized naming opportunities for cumulative donors over \$25,000
- Identified potential leadership volunteers for the Calgary Campaign
- Drafted recruitment materials for the Calgary Campaign
- Rewrote the Campaign case statement
- Completed orientation meetings with Council and Steering Committee
- Held monthly Cabinet meetings
- Recruited Family Campaign Chair
- Initiated Family Campaign
- Identified current campaign leadership's reach into community
- Prioritized activity with prospective donors
- Initiated visits with prospective donors
- Established GiftWorks database for activity tracking
- Conducted volunteer training




DRUMHELLER

REQUEST FOR DECISION

Agenda Item # 2.4



Request for Decision

		Date:	April 8, 2011
Topic:	CANADIAN BADLANDS LTD.		
Proposal:	Bryce Nimmo has been appointed as a member at large to the Canadian Badlands Ltd. Board of Directors. This appointment would involve Bryce attending six (6) meetings at the Town's expense of \$250.00 per meeting for a total of \$1500.00.		
Proposed by:	Town Council		
Correlation to Business (Strategic) Plan			
Benefits:			
Disadvantages:			
Alternatives:			
Finance/Budget Implications:			
Operating Costs:		Capital Cost:	
Budget Available:	\$0.00	Source of Funds:	
Budget Cost:	\$0.00	Underbudgeted Cost:	
Communication Strategy:			
Recommendations:	That Council approve the expense of \$1500.00 for Bryce Nimmo to attend the Canadian Badlands Ltd. Board of Directors' meetings.		
Report Writer:	Mike Roy	CAO:	
Position:	Acting CAO		

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

Telephone: (403) 823-1339

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**Town of Drumheller
COUNCIL MEETING
MINUTES**

March 28, 2011 at 4:30 PM
Council Chamber, Town Hall
703-2nd Ave. West, Drumheller, Alberta



PRESENT:

MAYOR:

Terry Yemen

COUNCIL:

Andrew Berdahl

Jay Garbutt

Lisa Hansen-Zacharuk

Sharel Shoff

Doug Stanford

Tom Zariski

CHIEF ADMINISTRATIVE OFFICER/ENGINEER:

Ray Romanetz

DIRECTOR OF INFRASTRUCTURE SERVICES:

Allan Kendrick

DIRECTOR OF CORPORATE SERVICES:

Michael Roy

DIRECTOR OF COMMUNITY SERVICES:

Paul Salvatore

RECORDING SECRETARY:

Linda Handy

1.0 CALL TO ORDER

2.0 MAYOR'S OPENING REMARK

- 2.1 Mayor T. Yemen presented a letter from Hon. Hector Goudreau, Minister of Municipal Affairs regarding the Town of Drumheller's allocation under the Municipal Sustainability Initiative (MSI). In his letter, Hon. Goudreau advised that based on the 2011 formula, the Town of Drumheller will see a decrease of \$232,631 under the Sustainable Investment component. Mayor Yemen stated that Drumheller has not experienced such a drastic reduction in our allocation and it was not anticipated. He further stated that the Province needs to introduce a transition plan so the effect of the Provincial target for eligibility under the Sustainable Investment component is more manageable. Mayor Yemen will send a letter to the Minister expressing the Town's concerns.

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Mayor Yemen announced that Canada Post is accepting nominations of an individual or educator who has excelled in the area of literacy awareness. He asked Council to consider an individual that should be nominated.

Mayor Yemen advised that he attended the Economic Development Course for Elected Officials on March 25th and the course material is available to any Councillor who may be interested in reviewing it.

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

MO2011.57 Shoff, Hansen-Zacharuk moved to adopt the agenda as presented. Carried unanimously.

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

5.1.1 Regular Council Meeting Minutes of March 14, 2011

MO2011.58 Hansen-Zacharuk, Zariski moved to adopt the regular Council Meeting minutes of March 14, 2011. Carried unanimously.

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

6.1 Elected Officials Remuneration Task Force Report
Chair Bob Hannah thanked Council and Administration for their cooperation and information for the preparation of their report.

Questions and Comments from Council:

Councillor A. Berdahl asked for clarification on the recommendation for an increase to the Mayor's salary based on a comparison of other communities. Irv Gerling stated that the Task Force reviewed the list of comparable communities to Drumheller and noted that there was very little disparity between the communities when it came to the Councillors' salary range however the Mayor's salary was well below those of the other communities. Therefore the Task Force is recommending an increase of 25% or better to bring the Mayor up to the middle of the comparables. He further explained this would bring the Mayor's base salary of under \$25,000 in 2010 to \$35,000. He further stated that this

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increase would put the Mayor in line with the rest of the Province for a community the size of Drumheller.

Agenda Item # 5.1.1

Councillor J. Garbutt asked for a list of the comparables. I. Gerling stated that the communities reviewed included: Beaumont, Edson, High River, Hinton, Lacombe, Olds, Ponoka, Rocky Mountain House, Sylvan Lake, Stettler and Taber.

Councillor A. Berdahl stated that the Task Force made a recommendation in regards to the elected officials' pension plan and asked Irv to summarize the Task Force's intentions with this recommendation. I. Gerling stated that the pension plan was introduced to the elected officials in 2011 and noted that if included as part of Council's benefit package, there would be a cost to the Town of 3% (contributions by the employer). He explained that the Task Force agreed on an increase for Councillors based on the difference between the cost of living adjustment previously applied and negotiated union increases for 2009 and 2010 which equals 7.5%. He further explained that the Task Force felt that the 2011 3% increase should not be given if the elected officials opted for the 3% employer contribution pension plan. He stated that the Task Force recommends a 3% increase be applied to Council's amended salary effective January 1, 2012 and that a COLA adjustment be applied effective January 1, 2013.

Councillor A. Berdahl asked the Task Force their opinion if a Councillor wished to opt out of the pension plan. I. Gerling stated that the Councillor would not see a recovery for that decision.

Councillor A. Berdahl asked if the Task Force felt these recommendations were reasonable given the market. I. Gerling stated that their report reflects market value.

Mayor and Council thanked the Task Force for their report.

6.2 Elim Pentecostal Church

Rev. Daniel Dannhauer and Rev. Blaine McDonald provided an overview of their intentions to either purchase the former St. Anthony's school or the former Central School in order to meet the growth demands of their church and also meet the needs of the community. Rev. Dannhauer stated that although they have written a letter of intent to secure the St. Anthony's building, they have not made an official offer. He stated that Central School has now become available and that school as well would meet their needs. He stated that Central School is their Plan B (which would serve their charitable purposes to be fulfilled and is more affordable). He stated that because of the size of both buildings, it makes sense for them to share the building with other organizations in the valley. He stated that they have many potential leases, some of these include: Licensed Day Care, Counselling Centre, Post Secondary educational (Hope College), Max Campus, faith based rehabilitation center, meeting rooms, gymnastics club, and others. He stated that their intentions are to have dedicated space set aside for

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community user groups. He stated that regardless of which former school they purchase, Elim still needs Council support for the zoning and partnerships with the Town and community.

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Rev. McDonald stated that they are moving forward with their business plan which includes: space utilization, budget and financing. He further explained that the congregation makes the final decision, followed by approval from their levels of authority. He stated that their business plan has been altered in view of the Central School option.

Questions and Comments from Council:

Mayor Yemen asked when St. Anthony's school will be available. Rev. Dannhauer stated that the School Board has advised that the students will be in the new school in September, 2011.

Councillor J. Garbutt stated that he is pleased to see that no matter which option is chosen, the building will be well utilized with options for community groups to lease space. He asked how many community groups could be housed. Rev. Dannhauer stated that the church needs will be 60% (includes the daycare and Max Campus) and they could lease 40% of the building.

Councillor T. Zariski stated that Golden Hills School Division has put up Central School for sale by tender so there is a possibility that the school could be sold to another party. Rev. Dannhauer stated that he has been in contact with the Minister of Infrastructure and they do not have the right to sell it without going through the tender process. He stated that he expects the tender package to be released shortly. He stated that Golden Hills School Division is aware of their intentions. Councillor T. Zariski stated that Alberta Infrastructure has the option to demolish the building as well. Rev. Dannhauer stated that the School Board's motion was to sell the building.

Councillor S. Shoff stated that there are a number of community groups via a "Super Board" under Community Futures that want to utilize the space. Rev. Dannhauer stated that the Church Board could not work under that form of system but they do want to lease space to community groups through a lease agreement.

Councillor L. Hansen-Zacharuk asked if Hope College still intends to lease space. Rev. Dannhauer stated that although there is a signed Memorandum of Agreement in place, they are still in negotiations with Hope College.

Councillor A. Berdahl asked if there was any indication from the Minister as to when the bid process will start. Rev. McDonald stated that the Ministry has to sign off that no other provincial department wants the building, following which the bid package will be sent out.

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

... 8.1. CAO

Agenda Item # 5.1.1

8.1.1 RFD - Badlands Community Facility Conference Room Rates

R. Romanetz advised that the Badlands Community Facility Steering Committee and Council have discussed the need to book future events such as banquets and other special events once the facility opens in the fall of 2012. Council reviewed the proposed rates at their meeting of March 21st meeting and at that time recommended some changes.

Ray Telford provided an overview of the changes incorporated which include rates for local and not for profit rates and field house rates for tradeshow or other type of events. He noted that the Town will require a deposit of 30% of the meeting room rate and that the cancellation rate will be \$300 (could be varied dependent on the date the room is cancelled).

MO2011.159 Shoff, Stanford that Council approve the rental rates for the conference, meeting and major events in the Badlands Community Facility as presented.

Discussion on Motion:

Councillor A. Berdahl asked if Room 131 is the multi purpose room (similar to the current room at the Civic Centre). R. Telford confirmed yes and stated that the room rate is based on the rates at the Civic Centre. He explained that as these rates are low it was considered that the rates remain reasonable (only a \$12.50 increase).

Councillor A. Berdahl noted that the local rate is 15% off the rates - the private rate for meeting room #131 is recorded as \$175 which is not 85% of the rate. He noted that it should be in the range of \$149. R. Telford noted the error.

Councillor T. Zariski stated that if the facility is utilized for school functions during the day would there be a consideration for reduction of rates if the school needs the space for a longer period (example three months) - could there be a discount based on the volume of rental. P. Salvatore stated that the day to day operational rates have not been set and the Town needs to meet with the schools for discussion of joint use agreements.

Shoff, Stanford agreed to a friendly amendment to include the local rate for meeting room #131 as \$149.00 for the daily rate (\$25.00 for the hourly rate).

MO2011.159 Shoff, Stanford that Council approve the rental rates for the conference, meeting and major events in the Badlands Community Facility as amended.

Carried unanimously.

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Committee

R. Romanetz advised that Council at their meeting on Monday, March 14, requested the Town of Drumheller to advertise for two members to the BCF Steering Committee. Four applications were received from Sandy Brown, Don Guidolin, Corinne Gerling, and Gary McRae. Administration is recommending that two members be appointed by secret ballot.

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MO2011.160 Garbutt, Zariski to approve the appointments of Don Guidolin and Corinne Gerling to the Badlands Community Facility Steering Committee subject to clarification on the role and term by Council. Carried unanimously.

8.1.3 RFD - Adoption of Tourism Master Plan

R. Romanetz asked R. Telford to provide an overview of the recommendations and an implementation plan to move forward with the Tourism Master Plan.

R. Telford stated that the first strategic priority is to strengthen the leadership role of the tourism industry: which involves three steps: 1) A Destination Management / Marketing Organization (DMO) with a committed and stable funding model is fully operational by 2012; 2) The Town Centre District Business Revitalization Zone is in place by 2012; and 3) Content and communication of an education strategy to increase awareness of the value of tourism has been developed and implemented by 2011.

He stated that Administration is recommending that Council authorize the existing Drumheller Valley Buying Group to facilitate the first steps in the implementation of the Tourism Master Plan.

The recommendations for a DMO organization and governance model for the Town of Drumheller are as follows:

- 1) Create a standalone, partner driven not for profit DMO that operates at arm's length from the Chamber and Town. The proposed structure should support or improve the positive organizational elements that currently exist within the eight member marketing co-op.
- 2) The DMO be incorporated as a not for profit organization that is board governed with a board of Directors which reflects all tourism interests in the region.
- 3) The eight member marketing co-op serves as the transition team responsible for the development and implementation of the work program to start up the new DMO. The Marketing Co-op (Drumheller Valley Buying Group) consists of: Town, Chamber, RTM, Reptile World, CanAlta, Golf Club, Rosebud Theatre and Atlas Coal Mine. This group would serve as a facilitator to map out the steps necessary to create a formal DMO which would look after management and marketing of tourism.

... best options of funding as listed in the Tourism Master Plan and provide a report to Council. He recommended that the buying group provide quarterly reports to Council. **Agenda Item # 5.1.1**

MO2011.161 Berdahl, Hansen-Zacharuk moved that Council adopt the Tourism Master Plan as presented and authorize the existing Drumheller Valley Buying Group to facilitate the first steps in the implementation of the Tourism Master Plan and report to Council on progress quarterly.

Discussion on Motion:

Councillor A. Berdahl stated that he is not convinced that the Town has the right fit with the business development zone (BRZ). R. Telford stated that the Buying Group should do the research – it has to be long term sustainable funding. A BRZ is one of the options for funding. Councillor S. Shoff stated that the Town had a Tourism Committee that failed because of lack of funding. R. Telford stated that the DMO has to be secure prior to a BRZ being in place. He stated that the DMO will hire a full time manager to coordinate activities and manage the budget.

Vote on Motion:

Carried unanimously.

8.2. Director of Infrastructure Services

8.3. Director of Corporate Services

8.3.1 Bylaw 04.11 - Supplementary Tax Bylaw

M. Roy presented Bylaw 04.11 being a bylaw to authorize the supplementary assessment for improvements. He advised that the bylaw is an annual requirement under Section 313 of the Municipal Government Act with a deadline of May 1st.

MO2011.162 Berdahl, Shoff moved first reading to Bylaw 04.11. Carried unanimously.

MO2011.163 Shoff, Stanford moved second reading to Bylaw 04.11. Carried unanimously.

MO2011.164 Garbutt, Berdahl moved no objection to third reading of Bylaw 04.11.

6 – in favor - Garbutt, Shoff, Yemen, Hansen-Zacharuk, Zariski, Stanford

1 – against – Berdahl

Defeated.

8.3.2 Bylaw 05.11 - Business Tax Assessment Bylaw

M. Roy presented Bylaw 05.11 which is an annual bylaw which sets the business tax rate for 2011 based on 2010 assessments. He stated that

... the deadline for adoption by Council is May 1st. He further explained that the Business Tax Rate Bylaw will be presented at the next Council meeting on that date. **Agenda Item # 5.1.1**

MO2011.165 Zariski, Berdahl moved first reading to Bylaw 05.11.

Discussion on Motion:

Councillor S. Shoff stated that she disagrees that businesses have to pay for a business license and a business tax based on 3% of annual assessment on their premises while a home base business does not pay a business tax. R. Romanetz explained that the Town modified the bylaw a number of years ago with an adjusted formula that separated the business license from the business tax and kept the combined cost at an equivalent level. Councillor S. Shoff stated that home based businesses do not pay a tax only a license. M. Roy stated that the home base business pays an annual business license and development application fee for a home business which for the vast majority is similar dollars. R. Romanetz advised that the other option would be to eliminate the business tax and increase the commercial millrate.

Vote on Motion:

In favour – Stanford, Zariski, Hansen-Zacharuk, Yemen, Berdahl, Garbutt
Opposed - Shoff
Carried.

MO2011.166 Berdahl, Garbutt moved second reading to Bylaw 05.11.

In favour – Stanford, Zariski, Hansen-Zacharuk, Yemen, Berdahl, Garbutt
Opposed - Shoff
Carried.

MO2011.167 Berdahl, Zariski moved no objection to third reading of Bylaw 05.11.

5 - In favour – Stanford, Zariski, Yemen, Berdahl, Garbutt
2 – Against – Shoff, Hansen-Zacharuk
Defeated.

8.4. Director of Community Services

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

11.0 UNFINISHED BUSINESS

... 13.0 COUNCILLOR REPORTS

Agenda Item # 5.1.1

- 13.1 Councillor Lisa Hansen-Zacharuk provided a report on the Drumheller Public Library's activities (from Linde Turner) as follows:
- 1) Circulation and usage of the library shows that the library is well used.
 - 2) Collection – a wide variety of books and materials that can be borrowed.
 - 3) Programs – there have been 16 free videoconference sessions, story time session, travel nights and book sales.
 - 4) Technology – the library has collaborated with AFSC for temporary use of its Supernet connection, until the new office is opened. Several computer parts have required immediate upgrading, due to age and unexpected power surges. This has been covered by the Drumheller Library Society's Casino Account.
 - 5) Finances – the library has significant challenges for basic operations, and 12 applications for funding assistance have gone out so far this year. The Board has decided that the Summer Reading Program will only run if there is enough funding in place ahead of the start. In addition to a bare bones administration cost, the Board is also working optimizing the staff hours to open hours, in efforts to hold the line. However, it is two years since the Library staff has had a wage increase.

Questions and Comments from Council:

Councillor J. Garbutt expressed concerns over the library's financial position and asked if there were steps in place to address the shortfall. Councillor L. Hansen-Zacharuk stated that the Board is in the process of preparing the budget and will be presented to Council shortly. Councillor A. Berdahl asked that their plans for the new facility be shared at that time as well.

- 13.2 Councillor Sharel Shoff a report on Community Futures as follows:
- 1) The Community Futures board is comprised of four directors and six appointees. Each director is elected from regional constituents at large; each appointee is an elected official from representative communities.
 - 2) The governance board meets every third Wednesday of every month.
 - 3) The investment review committee is the only standing committee and reviews business proposals independently. Members of the IRC are separately selected from the community.
 - 4) There are currently 3.5 staff positions.
 - 5) The organization is responsible to Western Economic Diversification to execute the associated signed services agreement.
 - 6) Community Futures interacts and receives information through the regional Economic Development Task Force.
 - 7) Our service area is Munson, Morrin, Delia, Starland County and the Town of Drumheller.
 - 8) Community Future has been instrumental in helping to develop Max Campus Hope Health Initiative, Badlands Animation, and is the naming sponsor for Dinosaur Valley Half Marathon.

- ...
- 9) Community Futures is in the business of lending money to entrepreneurs, helping with their business plans and helping start business started.
- Agenda Item # 5.1.1**

14.0 IN-CAMERA MATTERS

There being no further business, the Mayor declared the meeting adjourned at 6:07 PM.

Mayor

Chief Administrative Officer



Municipal Planning Commission
MINUTES
Meeting of Thursday, March 10, 2011

Present: Sharel Shoff, Councillor/Member
Irene Doucette, Member
Robert Greene, Chairperson
Shawn Francis, Member
Linda Taylor, Recording Secretary
Andrew Berdahl, Councillor
Brad Wiebe, PRMS
Cindy Woods, Development Officer
Judy Quintin-Arvidson, Acting Recording Secretary
Stacey Gallagher, Century 21 Realty

Absent: Jeanette Neilson, Member
Dennis Simon, Member
Paul Salvatore, Director of Community Services

1.0 CALL TO ORDER – 12:10 p.m.

2.0 MINUTES FROM PREVIOUS MEETINGS

2.1 February 17, 2011

Motion: S. Shoff moved to approve the minutes of February 17, 2011 as presented.

3.0 DEVELOPMENT PERMITS

3.1 T00005D – Lubexx Enterprises – Construction of 3 Bay Lube Service Building – “HWY-C”

C. Woods presented Development Permit T00005D submitted for the construction of a three bay, drive through, rapid lube service building to be located at 705 Highway 9 South, Drumheller on Plan 4742EM, Block: 2, Lot(s) 4, NE, Sec. 2, Twp. 29, Rng. 20 W4th. Zoning is “HWY-C” - Highway Commercial District.

Development Permit T00005D was tabled at the February 17, 2011 meeting, until input from Alberta Environment was received.

A letter dated March 2, 2011 was received from Environmental Scientist at Levelton Consultants Ltd and is attached to the application. B. Wiebe reported on historical data from the letter; May of 1993 to November of 2009. Test holes in 1993 showed soil exceeding the Level II Management of Underground Storage Tank guidelines. In 1994 samples from the final excavation limits meet Level II guidelines. December 2007 samples collected met Alberta Environment's 2007 soil and groundwater remediation guidelines. Soil samples collected in 2009 meet applicable Alberta Tier 1 soil Remediation Guidelines (February 2009). The report states that the risk associated with the proposed development is minimal. Subsequent remedial work suggests that there should be no concerns. Monitoring contamination associated with migration from the neighbouring site may also be considered. There are no concerns with development on this site.

B. Wiebe mentioned a Certificate, which is voluntary, could be retained to protect the owner and future owners of the property from changing standards in the acceptable levels of contamination. There are rules in place where tanks must be removed after a period of time as per Alberta Environmental. This development site should be fine.



C. Woods has a copy of the Alberta Tier I remedial guidelines, should anyone wish to have a copy. Regarding contamination from the neighbouring site, Turbo has been remediating their site as well including injecting pellets into the ground, however this does take years to remedy. B. Wiebe stated in 2009 test holes were drilled, about ten feet from the boarder, all holes tested okay. Previous test holes were also re-tested in 2009 and found to be okay.

Motion: A. Berdahl that Development Permit T00005D submitted for the construction of a three bay, drive through, rapid lube service building to be located at 705 Highway 9 South, Plan 4742EM, Block: 2, Lot(s) 4, NE, Sec. 2, Twp29, Rng. 20 W4th. to be accepted as presented subject to the following conditions:

1. Development shall conform to Land Use Bylaw 10-08.
2. Construction shall be in accordance with submitted site plan. If the holder of the permit wishes to make any changes from the site plan, the details of the application or from any condition, guideline or restriction imposed, the holder of the permit must obtain prior permission of the Development Officer/Municipal Planning Commission. An additional development permit application may be necessary.
3. Applicant to enter into a Development/Servicing Agreement with the Town of Drumheller prior to the commencement of any construction. Development/Servicing Agreement shall include, however not be limited to Grading Plan, Site Servicing Plan, Storm Water Management and extension of services.
4. Development to conform and meet the requirements of the Regional Fire Authority, including but not limited to, Part IV of the Alberta Fire Code pertaining to Tanks & Oil Storage and Disposal & Diking Containment.
5. Owner/Developer to adhere to recommendations regarding "Risk Associated with Proposed Commercial Development" as described in letter submitted with application from Levelton Consultants Ltd. (copy attached).
6. Owner/Developer to conform to the Alberta Tier 1 Soil Remediation Guidelines and submit any/all reports, changes and/or progress to the Development Authority.
7. All necessary Safety Codes permits (building, electrical, gas, plumbing, etc.) to be in place prior to commencement of any construction/installation.
8. Development to conform to the Town of Drumheller Community Standards Bylaw (16-10).
9. Prior to commencement of occupancy and business activities, confirmation must be provided to the Development Officer from the Local Fire Authority that building is occupiable for such purposes.
10. Parking plan as per parking regulations in Land Use Bylaw 10-08.
11. Construction/Development shall be in conformance with the Alberta Building, Health and Fire Codes.
12. Approved Roadside Development Permit required from Alberta Transportation & Highways and provided to the Development Authority prior to commencement of construction.
13. Any and all local improvements at owner's expense including, however not limited to driveways, curb cuts, service connections, etc.
14. Garbage and waste materials must be stored in weather proof and animal proof containers and screened from adjacent sites and public thoroughfares.
15. Landscaping Plan to be in accordance with Policy C04-02 and Land Use Bylaw 10-08 and to the satisfaction of the Development Officer/Municipal Planning Commission.
16. Development to conform to any and all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.
17. All signage to be made under separate development permit application.
18. All Contractors and Sub-Contractors to be in possession of a valid Town of Drumheller business license.

Seconded – S. Francis – Carried.



3.2 T000011D – Millarfield Farms – Construction of Farm Shop – “A”

C. Woods presented Development Permit T00011D to build a Farm Shop 40 feet x 60 feet, 2400 square feet to be located on a Farmstead at 5635 Highway 10 East, Plan 9711856, Block 1. Zoning is “A” – Agricultural. As per the Land Use Bylaw, accessory buildings are a discretionary use, and the minimum requirements for the site area are 20 acres. As this parcel of land is only 10 acres, it does not meet the minimum site requirement as required by the Land Use Bylaw.

C. Woods read Land Use Bylaw 10-08 Part III Sec 9(7)(b);

“Notwithstanding the above, the Municipal Planning Commission at its discretion may relax the minimum requirements beyond the standards outlined in the Land Use Bylaw in the following cases:

(iv) The minimum site area or lot width may be relaxed on an existing non-conforming lot where the proposed development is otherwise in accordance with the Land Use Bylaw and any other Provincial or municipal regulations”

B. Wiebe stated that the development would be in the flood plain.

C. Woods read Land Use Bylaw 10-8 Part VII Sec 62;

“Land within the 1:100 year flood risk area

(b) Development activities in the flood risk area shall be carefully controlled. Low intensive uses such as open space, recreation and agricultural activities shall be preferred.”

(d) Notwithstanding the above and at the discretion of the Development Authority, development defined as infill development may be allowed on land within the flood risk area. In all cases, as a condition of development approval, the Developer shall hold the Municipality harmless from any damage to or loss of the development caused by flooding by way of an agreement registered as a caveat or restrictive covenant against the titles of the property being developed”

Motion: A Berdahl that Development Permit T000011D to build a Farm Shop 40 feet x 60 feet, 2400 square feet to be located on a Farmstead at 5635 Highway 10 East, Plan 9711856, Block:1 be approved as presented subject to the following conditions:

1. Development shall conform to Land Use Bylaw 10-08.
2. Placement of construction as per site plan submitted with application.
3. External finished appearance of the proposed development to be compatible with existing buildings on the proposed location.
4. Site area relaxation granted.
5. Any required Safety Codes permits (i.e. building, electrical, private sewage, etc.) to be obtained prior to commencement of construction/installation.
6. If the holder of the permit/property owner wishes to make any changes in the proposed development or additions to same from application as approved, the holder of the permit must first obtain permission of the Development Officer/Municipal Planning Commission. An additional development permit may be necessary.
7. **The developer shall hold the Municipality harmless from any damage to or loss of the development caused by flooding by way of an agreement registered as a caveat or restrictive covenant against the titles of the property being developed.**



9. Any/all local improvements including, however not limited to driveways, frontage charges, water/sewer services, are at the expense of the owner.
10. Development to conform to any/all Municipal, Provincial and/or Federal legislation and/or guidelines that may apply.

Second – S. Shoff – Carried

3.3 T00012D – 1321684 AB Ltd – Occupy as Restaurant and Bar – “Hwy-C”

C. Woods presented Development Permit T00012D to occupy as a restaurant, bar with a disc jockey and dance floor on the weekends, Located at 1102A Highway 9 South, Plan 6664JK, Block A & B. Zoning is “Hwy-C” – Highway Commercial District. A letter from the applicant was presented:

"I, Ajaypal Sjngh (1321684 AB Ltd) opening a restuarant & bar in existing restaurant & lounge named Smitty's. I am requesting to Town of Drumheller to allow me to open a bar with entertainment hall. (karaoke and DJ). Sitting capacity in the restaurant will be 47. There are 50 parking spaces in the parking lot and in the lease there is no limitation of use."

A drawing of the 5400 square foot open plan layout was presented. A map of the area was presented showing the distance from the building to the nearest residential property boundary is 26 meters.

C. Woods read Land Use Bylaw 10-08 Part VI Sec 32;

***"Hwy-C Highway Commercial District
(b) Discretionary Uses
Drinking Establishment – Major***

C. Woods read Land Use Bylaw 10-08 Part I Sec: 2 Definitions;

***Drinking Establishment – Major means a use where:
vii. Must not be within 45.72 meters (150ft) of a residential district which must be measured from the building containing the use to the nearest property boundary of a parcel designated as a residential district."***

C. Woods read Land Use Bylaw 10-08 Part VI Sec 32;

***"Hwy-C Highway Commercial District
(b) Discretionary Uses
Drinking Establishment – Minor***

C. Woods read Land Use Bylaw 10-08 Part I Sec: 2 Definitions;

***Drinking Establishment – Minor means a use where:
"iii. That has a public area of 139 m2 (1,500 sq ft) or less"***

Discussion took place in regards to the previous usage of the building as a bar, then restaurant and lounge. The Town of Drumheller bylaw does not define bar or lounge for clarification. Due to the entertainment, or alcohol consumption area not being segregated from the restaurant the area would be approx 5400 square feet, categorizing it as a Drinking Establishment – Major. Entertainment on the weekends would include usage as a night club. The intent of the Council is the Building would be an increase from the previous usage with the open layout of



the establishment. Municipal Planning Commission members discussed the application and felt that the use of the building as a restaurant and lounge was not seen as an issue if it was used as it has been in the past.

Motion: S. Shoff that the Development Permit T00012D to occupy as a restaurant, bar with a disc jockey and dance floor on the weekends, Located at 1102A Highway 9 South, Plan 6664JK, Block A & B, be refused as;

The proposed use does not meet the requirements of the Land Use Bylaw 10-08 in that; Part I Sec 2 "Drinking Establishment – Major" means a use where:

- i. liquor is sold for consumption on the premises;
- ii. where a license for the sale of liquor is issued by Alberta Gaming & Liquor Commission that prohibits minors on the premises at any time;
- iii. that has a public area of 139 m² (1,500 sq. ft.) or greater;
- iv. that may include the preparation and sale of food for consumption on the premises;
- v. must not have any openings, except emergency exits, non-opening windows or loading bay doors on a façade that faces a residential district or abuts a lane separating the parcel from a residential district;
- vi. must not have an exterior entrance on a façade that faces a residential district, unless that façade is separated by an intervening street;
- vii. must not be within 45.72 metres (150 ft) of a residential district which must be measured from the building containing the use to the nearest property boundary of a parcel designated as a residential district;
- viii. solid screening as determined appropriate by the approving authority for any residential property.

Second - I. Doucette – carried

3.4 T00013D – Irvine Almadi – placement of Moved on Dwelling – "SCR" – Suburb Community Residential District

C. Woods presented Development Permit T00013D to move a house from Calgary on to lot at 477 2 Avenue, in East Coulee, Plan 4128EQ, Block 11, Lot(s) 31. Zoning is "SCR" - Suburb Community Residential District. The site area does not meet minimum requirements under Land Use Bylaw 10-08 and this is the same with most properties in East Coulee.

C. Woods read Land Use Bylaw 10-08 Part III Sec: 9 (7)

(b) "Notwithstanding the above, the Municipal Planning Commission at its discretion may relax the minimum requirements beyond the standards outlined in the Land Use Bylaw in the following cases:

(iv) The minimum site area or lot width may be relaxed on an existing non-conforming lot where the proposed development is otherwise in accordance with the Land Use Bylaw and any other Provincial or municipal regulations"

C. Woods stated that the side yard setbacks would each require a 20% relaxation to 4' if the Municipal Planning Commission were to approve the application.

C. Woods read Land Use Bylaw Part VII Sec: 53



"Relocation of Buildings"

- (a) Where a development permit has been granted for the relocation of a building on the same site or from another site, the Municipal Planning Commission may require the applicant to provide a Performance Bond in the amount of \$10,000 (\$1,000 where the building to be relocated is accessory to a dwelling) to ensure completion of any renovations set out as a condition of approval of the permit.***
- (b) All renovations to a relocated building are to be completed within one year of the issuance of the development permit."***

Municipal Planning Commission members discussed East Coulee sites not conforming to the Land Use Bylaw 10-08 site area requirements.

Motion: A. Berdahl that Development Permit T00013D for moving a house from Calgary on to lot at 477 2 Avenue, in East Coulee, Plan 4128EQ, Block 11, Lot(s) 31, be approved with the following conditions;

1. Must conform to Land Use Bylaw 10-08.
2. Proper placement of foundation walls -- as per application -- to be determined by a Registered Alberta Land Surveyor.
3. Side yard relaxation granted to 4' as per plans submitted.
4. Site area relaxation granted.
5. All necessary Safety Codes Permits (building, electrical, gas, plumbing, etc.) to be in place prior to construction/installations.
6. External appearance of residence to meet to the satisfaction of the Development Officer after placement. Repairs/upgrades as/if deemed required to be completed within six months of placement.
7. Landscaping to be in accordance with Policy C04-02 and Land Use Bylaw 10-08 and to the satisfaction of the Development Authority.
8. Prior to commencement of construction applicant must submit to the Town of Drumheller a cashiers cheque or cash in the amount \$10,000.00 (held in trust) that will be returned to applicant when so deemed by Development Officer that the development has been satisfactorily completed. A payment will be returned to applicant in the amount of 75% when so deemed that building placement/upgrading is to the satisfaction of the development officer with the balance payable when landscaping of site has been completed to the satisfaction of the development officer.
9. All renovations to the dwelling must be completed within one year of the issuance of the development permit.
10. An over-weight/over-dimensional permit from Road-Data 1-888-830-7623 must issued prior to relocating structures within the municipality.
11. Development to conform to the Town of Drumheller Community Standards Bylaw (16-10).
12. If the holder of the permit/property owner wishes to make any changes in the proposed development or additions to same from application as approved, the holder of the permit must first obtain permission of the Development Officer/Municipal Planning Commission. An additional development permit may be necessary.
13. All local improvements at owner's expense including, however not limited to, driveways, frontage charges, water/sewer services.
14. Development to conform to any/all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.
15. Contractor and subcontractors to have a valid business license with the Town of Drumheller.

Second – S. Shoff - Carried



4.0 PALLISER REGIONAL MUNICIPAL SERVICES

5.0 OTHER DISCUSSION ITEMS

Municipal Sustainability Plan

C. Woods read letter from the Mayor:

"The Municipal Sustainability Plan was adopted by Council on September 27, 2010 (copy attached). The MSP will become the document that will guide the community into the future.

The Municipal Planning commission will have an active roll in ensuring the objectives, as outlined in the Drumheller Implementation Table Appendix A, move forward.

Please review and monitor your area of implementation on a regular basis to ensure your group's priorities are consistent with those strategies identified in the MSP.

Thank you for your continued dedication and hard work for the betterment of the community.

Yours truly, Terry Yemen, Mayor"

A. Berdahl presented the following:

Municipal Sustainability Plan

- Guides decision making
- Improve the community
- Guide to planning

Role of Municipal Planning Committee is:

- Arbitration in land use matters
- Public consultation and in-put, making recommendations regarding Municipal development, Land use Bylaws and area structure plans

Municipal Planning Committee and the Municipal Sustainability Plan

- GOVERNANCE
 - Vision to action, communication, be well informed on issues, public communication, and reporting to council on decision making
- SOCIAL
 - Lifestyle activities like the trail systems, and volunteers, make it meaningful for them
- CULTURAL
 - Heritage, arts and cultural items
- ECONOMICAL
 - Land supply and housing
- ENVIRONMENT
 - Community design, xeriscaping, energy savings, natural area protection and brownfields

Council wants support and direction, and ask that Municipal Planning Committee actively review, discuss and make plans in relation to the Municipal Sustainability Plan.

6.0 Adjournment – S. Shoff motion to adjourn at 1:25 pm.



Chairperson



Development Officer

BEING A BYLAW TO AUTHORIZE THE SUPPLEMENTARY ASSESSMENT FOR IMPROVEMENTS WITHIN THE TOWN OF DRUMHELLER FOR THE PURPOSE OF IMPOSING A TAX UNDER PART 10 OF THE MUNICIPAL GOVERNMENT ACT FOR THE 2011 TAX YEAR.

**THE COUNCIL OF THE TOWN OF DRUMHELLER, DULY ASSEMBLED
ENACTS AS FOLLOWS:**

1. In this Bylaw unless the context otherwise requires:
 - (a) "Act" means the Municipal Government Act;
 - (b) "assessor" means the assessor for the Town of Drumheller;
 - (c) "improvement" means:
 - (i) a structure,
 - (ii) any thing attached or secured to a structure, that would be transferred without special mention by a transfer or sale of the structure,
 - (iii) a designated manufactured home, and
 - (iv) machinery and equipment;
 - (d) "linear property" and other words and phrases defined in the Act have the meanings provided in the Act.
 - (e) "Town" means the Town of Drumheller;
2.
 - (a) The assessor is authorized to prepare the supplementary assessments contemplated in Part 9 Division 4 of the Act for the purpose of imposing a tax under Part 10 of the Act for the 2011 tax year.
 - (b) The improvement tax contemplated in Section 2(a) shall be imposed on all improvements.
 - (c) The assessor shall not prepare supplementary assessments for linear property.
3.
 - (a) The assessor shall prepare supplementary assessments for machinery and equipment used in manufacturing and processing if those improvements are completed or begin to operate in the year in which they are to be taxed under Part 10 of the Act.

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- ...
- (b) The assessor shall prepare supplementary assessments for the improvements if:
 - (i) they are completed in the year in which they are to be taxed under Part 10 of the Act;
 - (ii) they are occupied during all or any part of the year in which they are to be taxed under Part 10 of the Act; or
 - (iii) they are moved into the Town during the year in which they are to be taxed under Part 10 of the Act and they will not be taxed in that year by another municipality.
 - (c) A supplementary assessment shall reflect:
 - (i) the value of an improvement that has not been previously assessed; or
 - (ii) the increase in value of an improvement since it was last assessed.
 - (d) Supplementary assessments shall be prepared in the same manner as assessments are prepared under Division 1 of Part 9 of the Act, but must be pro-rated to reflect only the number of months during which the improvement is complete, occupied, located in the municipality or in operation, including the whole of the first month in which the improvement was completed, was occupied, was moved into the municipality or began to operate.
4. Before the end of the year in which supplementary assessments are prepared, the municipality shall prepare a supplementary assessment roll in accordance with section 315 of the Act.
5. Before the end of the year in which supplementary assessments are prepared, the municipality shall:
- (a) prepare a supplementary assessment notice for every assessed improvement shown on the supplementary assessment roll; and
 - (b) send the supplementary assessment notices to the assessed persons

in accordance with section 316 of the Act.

...

6. Town of Drumheller Bylaw No 14.10 is hereby repealed

Agenda Item # 8.1.1

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

READ A FIRST TIME ON THE 28th day of March, 2011.

READ A SECOND TIME ON THE 28th day of March, 2011.

READ A THIRD AND FINAL TIME ON THE ____ Day of _____.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

TOWN OF DRUMHELLER

BYLAW NO. 05.11

A BYLAW OF THE TOWN OF DRUMHELLER PROVIDING FOR THE ASSESSMENT OF ALL BUSINESSES AND FOR THE PAYMENT OF A BUSINESS TAX BY ANY PERSON, PARTNERSHIP AND/OR CORPORATION CARRYING ON ANY BUSINESS THEREIN.

WHEREAS Section 371 of the Municipal Government Act, R.S.A., 2000, Chapter M-26, as amended, provides that a Council of a Municipality may pass a Business Tax Bylaw;

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

1. This Bylaw shall be known as the "Business Tax Bylaw".
2. In this Bylaw, unless the context otherwise requires, "person" shall include a corporation or partnership.
3. The Chief Administrative Officer or his delegate shall be the assessor for the purpose of making business assessments.
4. All businesses operating out of any property assessed as non-residential within the corporate limits of the Town of Drumheller shall be assessed a business assessment equal to 3% of the current annual assessment for the premises;
5. The assessor shall assess any person that:
 - (a) carried on any business for a temporary period; or
 - (b) commenced business after the final revision of the business assessment roll and whose name is not entered on such roll; or
 - (c) moved into new premises or opened new premises or branches of an existing business after the final revision of the business assessment roll, notwithstanding that his or her name is not entered on such roll; or
 - (d) commenced business before the final revision of the Business Assessment Roll but whose name is omitted from such Roll.
6. The Business Assessment Roll shall be completed not later than the 30th day of April in each year.
7. In each year a business tax shall be levied as a percentage of the current business assessment;
8. The business tax levy shall be calculated by the Assessor utilizing the annual business tax rate as established annually by Council in accordance with the Municipal Government Act.
9. If the Assessor is satisfied that any person subject to the business assessment has given up, sold, or disposed of such business to any person who is continuing the same, the Assessor shall, in preparing the Business Tax Roll, charge such person with the business tax pro-rata in respect to the number of months during which he has carried on such business, a portion of the

Town of Drumheller
Bylaw 05.11
Business Tax Bylaw
Page 2

month being taken as a month, and the Assessor shall, upon the same basis of assessment, charge the successor in business on such premises, with the remainder of the tax in respect of the year in question.

10. If it appears to the Assessor that any person has resumed business in assessed premises or that any other person has subsequently commenced business therein, he may charge against the party so resuming or commencing business a business tax pro-rata for the proportion of the remainder of the year in which the business is carried on in the premises.
11. The business tax levied in respect of business assessments shall be on a pro-rata basis in respect to the number of months during which such business has been carried on, a portion of a month being taken as a month and shall be on the same basis as regards percentages and classes of businesses herein before set forth.
12. Business Taxes are due and payable on August 31, 2011.
13. In the event of any Business Tax remaining unpaid after December 31 in the year for which the same has been levied, there shall be added thereto on January 1 of the succeeding a penalty of such tax or unpaid balance and thereafter on each January 1 of succeeding year an 8% penalty shall be levied on the unpaid balance so long as the said tax remains unpaid.
14. Bylaw 08.10 is hereby repealed.
15. This Bylaw takes effect on the date of the third and final reading.

READ A FIRST TIME this 28th day of March, 2011.

READ A SECOND TIME this 28th day of March, 2011.

READ A THIRD AND FINAL TIME this ____ day of _____.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Agenda Item # 8.1.3

THIS IS A BY-LAW OF THE TOWN OF DRUMHELLER, in the Province of Alberta for the purpose of closing a portion of an unused and undeveloped Original Road Allowance to public travel and acquiring title to this land in the name of THE TOWN OF DRUMHELLER and then selling and incorporating same with the adjacent lands in accordance with the Section 22 of the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta 2000, as amended.

WHEREAS; a portion of an Original Road Allowance hereinafter described is not required for public travel and an application has been made by the Town of Drumheller to have this undeveloped Original Road Allowance closed, and

WHEREAS; this Original Road Allowance has not been developed, has never been used for public travel and will never be required for public road or other public purposes in the foreseeable future, and

WHEREAS; a notice was published in the Drumheller Mail once a week for two consecutive weeks; on **April 13, 2011** and again on **April 20, 2011** the last of such publications being at least five days before the day fixed for the passing of this By-Law, and

WHEREAS: the Council of the Town of Drumheller held a public hearing on the **26th day of April A.D., 2011** at their regular or special meeting of Council in which all interested parties were provided an opportunity to be heard, and

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

NOW THEREFORE; be it resolved that THE COUNCIL of THE TOWN OF DRUMHELLER, in the Province of Alberta does hereby enact to close the following described Original Road Allowance from public use, obtain title in the name of THE TOWN OF DRUMHELLER, a Municipal Body Corporate, of 703 2nd. Avenue East, DRUMHELLER, Alberta.T0J 0Y3 and dispose of same for consolidation with adjacent lands.

ORIGINAL ROAD ALLOWANCE CLOSED BY THIS BY-LAW

THAT PORTION OF THE ORIGINAL ROAD ALLOWANCE LYING
EAST OF EAST HALF OF SECTION 15, IN TOWNSHIP 28, RANGE 19, W.4TH. MERIDIAN;
NORTH OF THE RED DEER RIVER AND SOUTH OF A LINE DRAWN BETWEEN THE
N.W.CORNER OF LOT 4 (PART 1 OF 2), BLOCK 4, SUBDIVISION PLAN 041 2557 AND
STATUTORY IRON POST NUMBERED R.19 ON ROAD PLAN 741 0484.

CONTAINING 1.163 HECTARES (2.87 ACRES) MORE LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS.

.....2

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

...

Agenda Item # 8.1.3

READ AND PASSED THE FIRST TIME BY THE
COUNCIL OF THE TOWN OF DRUMHELLER this 11th day of April A.D. 2011.

MAYOR: WORSHIP TERRY YEMEN

Seal

RAYMOND M. ROMANETZ, P.ENG.
CHIEF ADMINISTRATIVE OFFICER

**APPROVED BY:
ALBERTA TRANSPORTATION**

Seal

MINISTER OF TRANSPORTATION

READ AND PASSED THE SECOND TIME BY THE
COUNCIL OF THE TOWN OF DRUMHELLER this day of A.D. 2011.

MAYOR: WORSHIP TERRY YEMEN

Seal

RAYMOND M. ROMANETZ, P.ENG.
CHIEF ADMINISTRATIVE OFFICER

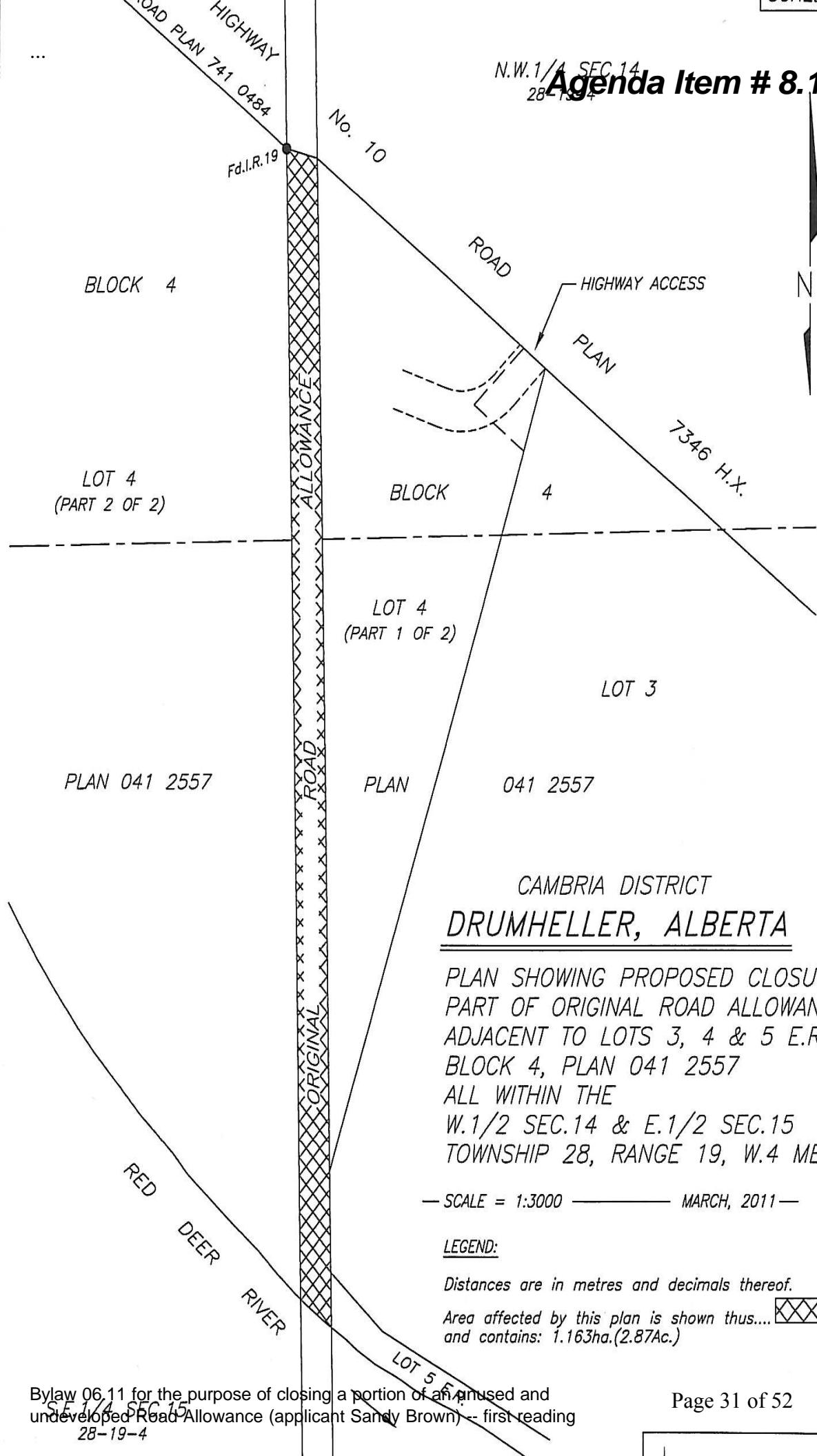
READ AND PASSED THE THIRD TIME BY THE
COUNCIL OF THE TOWN OF DRUMHELLER this day of ,A.D. 2011.

MAYOR: WORSHIP TERRY YEMEN

Seal

N.W. 1/4 SEC 14
28-19-4

Agenda Item # 8.1.3




CAMBRIA DISTRICT DRUMHELLER, ALBERTA

PLAN SHOWING PROPOSED CLOSURE OF
PART OF ORIGINAL ROAD ALLOWANCE
ADJACENT TO LOTS 3, 4 & 5 E.R.,
BLOCK 4, PLAN 041 2557
ALL WITHIN THE
W.1/2 SEC.14 & E.1/2 SEC.15
TOWNSHIP 28, RANGE 19, W.4 MERIDIAN

— SCALE = 1:3000 — MARCH, 2011 —

LEGEND:

Distances are in metres and decimals thereof.

Area affected by this plan is shown thus.... 
and contains: 1.163ha.(2.87Ac.)

**BEING A BYLAW OF THE TOWN OF DRUMHELLER ESTABLISHING THE
BUSINESS TAX RATE FOR 2011.**

WHEREAS Section 377 of the Municipal Government Act, R.S.A. 2000, as amended, provides that a council that has passed a business tax bylaw must pass a business tax rate bylaw annually; and

WHEREAS, Business Tax Bylaw No. 05.11 has been duly enacted by the Council for the Town of Drumheller.

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

1. This bylaw may be called the "2011 Business Tax Rate Bylaw."
2. That all businesses included in the 2011 Business Assessment Roll be levied a business tax.
3. The 2009 Business Tax Rate be set as follows:

All Businesses: 2% of current business assessment
4. Town of Drumheller Bylaw 15.10 is hereby repealed.
5. This Bylaw takes effect on the date of third reading and final adoption by Council.

READ A FIRST TIME THIS ____ Day of _____

READ A SECOND TIME THIS ____ Day of _____


READ A THIRD AND FINAL TIME THIS ____ Day of _____

MAYOR

CHIEF ADMINISTRATIVE OFFICER



Request for Decision

		Date:	April 8, 2011
Topic:	DRUMHELLER OFF ROAD VEHICLES ASSOCIATION (DORVA) LEASE		
Proposal:	The DORVA would like to renew their land lease for a portion of SW 1/4 -36-20-W4M for the purpose of holding moto cross events. The former lease agreement expired in December 31, 2010. Clause 17 would allow the Town to terminate the lease if the land is required for municipal purposes. Key considerations of the lease include: lease period – minimum of 5 years and may be renewed; utility services, upkeep of the premises, and liability.		
Proposed by:	CAO		
Correlation to Business (Strategic) Plan	Promotes community activities and brings visitors into the community as approximately 90% of the members are from outside Drumheller.		
Benefits:	Allows the Association to operate at an appropriate venue.		
Disadvantages:	Do not renew the lease and have the Associate remove their improvements.		
Alternatives:			
Finance/Budget Implications:	N/A		
Operating Costs:	N/A	Capital Cost:	
Budget Available:	\$0.00	Source of Funds:	
Budget Cost:	\$0.00	Underbudgeted Cost:	
Communication Strategy:			
Recommendations:	That Council approve the Drumheller Off Road Vehicles Association Lease for a period of five years, from January 1, 2011 - December 31, 2016 as presented.		
Report Writer:	R.M. Romanetz, P. Eng.	CAO:	
Position:	Chief Administrative Officer		

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

Telephone: (403) 823-1339

RFD - Drumheller Off Road Vehicle Association Lease

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Agenda Item # 8.1.5

THE LAND TITLES ACT

LEASE

TOWN OF DRUMHELLER, a Municipal Corporation, pursuant to the laws of the Province of Alberta (hereinafter sometimes referred to as "the Lessor") being registered as owner, subject, however, to such mortgages and encumbrances as are notified by Memorandum underwritten, of that piece of land, being:

"The South West Quarter of Section Thirty Six (36) in Township Twenty Eight (28), Range Twenty (20), West of the Fourth Meridian, in the Province of Alberta, containing One Hundred and Sixty (160) Acres, more or less Excepting thereout all mines and minerals which may be found to exist in, upon or under the said lands, together with full power to work the same, and for that purpose to enter upon and use and occupy the said lands or so much thereof and to such an extent as may be necessary for the effectual working of the said mines and minerals (hereinafter called "the said Lands")

DOES HEREBY LEASE to DRUMHELLER OFF ROAD VEHICLE ASSOCIATION (DORVA), incorporated under the Societies Act of the Province of Alberta, that portion of the said lands, described as follows:

Commencing at a point on the South Boundary and One Thousand and Four Hundred (1,400) Feet easterly from the South West corner of the said lands, thence Northerly and perpendicular to the South Boundary thereof, a distance of Two Thousand and One Hundred (2,100) Feet thence easterly to the East Boundary thence southerly along the East Boundary to the rim of the escarpment wall thence south-westerly along such rim to the South Boundary and thence westerly along the said South Boundary to the point of commencement, more or less as shown on Schedule A attached hereto (hereinafter called "the Leased Lands")

TO BE HELD by the said DRUMHELLER OFF ROAD VEHICLE ASSOCIATION (hereinafter sometimes called "the Lessee") for the space of FIVE YEARS from the 1st day of January, 2011, to and including the 31st day of December, 2016 at and for the yearly rental of ONE (\$1.00) DOLLAR, payable in advance on the 1st day of January, 2011, and thereafter on the 1st day of January in each and every year during the term of the Lease, subject to the covenants and powers implied and also subject to the following conditions, restrictions and covenants;

Agenda Item # 8.1.5

1. THE LESSEE agrees that the lands leased hereby shall only be used by it for recreational automobile and motorcycle racing, or for such other purposes as may be approved by the Lessor in writing and consistent with Municipal Legislation governing land use within the boundaries of the LESSOR;
2. THE LESSEE will not, without leave in writing, assignor sublet the Leased lands;
3. THE LESSOR shall have the right to enter upon the land hereby demised for the purpose of servicing, maintaining or replacing existing water or sewer lines, or for other Municipal purposes;
4. THE LESSOR shall have the right to place any additional utility lines on the land hereby demised, which may be required to service adjoining lands;
5. THE PARTIES hereto agree that, for the purposes of paragraphs 3 and 4 above, the Lessor may move, remove or damage the Lessees improvements on the Leased lands and the Lessor will not be obligated to replace, repair or compensate for any damage caused thereby; provided that the Town will use good faith in the exercise of the power granted pursuant to this paragraph; PROVIDED FURTHER that the Lessee acknowledges that the Lessor has existing utility lines beneath that portion of the Leased lands on which the Lessee proposes to build a race track and, in the event that maintenance, servicing or replacement of such lines is required, damage will be impossible to avoid;
6. THE LESSOR shall not be liable for any damage caused to the Lessees improvements, nor for loss of the Lessees enjoyment of use of the Leased lands, caused by any seepage of water, offensive odour or any other emanations arising from a malfunction of the Lessor's utility lines notwithstanding that the same may have been contributed to or occasioned by the negligence or gross negligence of the Lessor, its employees or agents;
7. THE LESSOR shall have the use of a sixty-six (66) feet wide right-of-way, adjacent to the Southern boundary of the Leased land for access purposes;
8. THE LESSEE shall permit the demised lands, except those areas upon which improvements such as buildings and race track are situate, to be used for general recreational purposes by the public when not being used for its activities;

Agenda Item # 8.1.5

9. UPON the termination of this Lease, and within a reasonable period of time thereafter, the Lessor may, at its option, request that the Lessee at its cost, remove all improvements erected or placed on the Leased lands and restore the Leased lands to the condition they were in prior to the Lessee taking possession thereof;

10. UNLESS the Town exercises its option pursuant to Paragraph 9 above, all buildings or structures which are presently in place, or which may hereafter be erected, and all alterations, additions and improvements which may be made or installed upon the Leased lands shall be surrendered to the Lessor with such lands as part thereof at the termination, for any reason whatsoever, of this lease, PROVIDED that nothing contained shall prevent the Lessee from undertaking any renovations or improvements, in accordance with the then existing land use and building regulations of the Town of Drumheller;

11. THE LESSEE shall provide and keep in force for the benefit of the Lessor and the Lessee general liability insurance:

- (a) in an amount not less than \$2,000,000.00 in respect of injury to or death of any one person or property damage;
- (b) with the Lessor and Lessee as named insured;
- (c) with insurers and on terms and conditions satisfactory to the Lessor; and
- (d) copies of which policy or policies and any renewals thereof shall be provided to the Lessor.

PROVIDED FURTHER that the Lessor agrees to cooperate with the Lessee in endeavouring to have such liability insurance included with the Lessors general liability policy with the additional cost therefore to be paid by the Lessee;

12. THE LESSEE agrees to indemnify and save harmless the Lessor from and against all liability, claims, damages or expenses due to or arising out of any act or neglect by the Lessee, its servants, employees, agents, invitees or licensees in or about the Leased land or due to or arising from any breach by the Lessee of any provision of this Lease;

13. THE LESSEE agrees not to do, omit or permit to be done anything which shall be or result in a nuisance;

14. THE LESSEE agrees to promptly remove any liens filed against the lands in connection with work performed for, materials furnished to, or obligations incurred by the Lessee.

Agenda Item # 8.1.5

15. THE LESSEE agrees to, at all times, keep the Leased lands in a clean, neat, well maintained and aesthetically pleasing condition;

16_ THE LESSOR may, at its option, immediately terminate this Lease upon:

(a) Any breach by the Lessee of the terms and conditions of this Lease or upon any failure to comply with the terms and conditions of any development permit granted with respect to the Leased lands,

(b) Upon the Lessee becoming insolvent or making an assignment in or being petitioned into bankruptcy, or

(c) in the event the Lessor receives justifiable complaints from nearby or other affected property occupiers as to excessive noise, dust, traffic congestion, uncontrolled crowds or other similar problems.

17_ The LESSOR may at it's option terminate this lease on a three (3) month notice in writing to the LESSEE in the event that the Lessor requires the Leased Lands for Municipal purposes.

18. THE LESSEE acknowledges that it is aware that lands located immediately to the West of the Leased lands are leased to the Drumheller Stampede and Agricultural Society (hereinafter called "the Society") and that the Society has the right to be consulted before the Lessor permits a change of use of the Leased lands. The Lessee agrees that it will obtain the written permission of the Society:

(a) As to the Lessee's proposed use of the said lands; and

(b) To use any portion of the lands leased to the Society that may be required for the purposes of obtaining access to the Leased lands.

19. ANY AND ALL letters and/or notices to the Lessor shall be addressed to:

Town of Drumheller
703 - 2nd Avenue West
Drumheller, Alberta
TOJ 0Y3

in a postage-paid envelope, unless and until it shall give written notice of a change of address and any and all letters and/or notices to the Lessee shall be addressed to it at P.O. Box 1270, Drumheller, Alberta TOJ OYO, unless and until it shall give written notice of such change of address and then in such case, after notice of change of address is given, all letters and/or notices to the party giving notice of change of address shall be addressed to it at the new address from time to time designated.

...

Agenda Item # 8.1.5

Any letter and/or notice forwarded by post shall be deemed to have been received by the addressee within seven (7) days after mailing thereof.

Drumheller Off Road Vehicle Association does hereby accept this Lease of the above described Leased lands, to be held by it as Lessee and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties hereto have hereunto set their seals, by the hands of their proper officers authorized in that behalf this 04 day of Apr. 2011.

Town of Drumheller

PER: _____

PER: _____

Drumheller Off-Road Vehicle Association (DORVA)

PER: _____

PER: _____




Request for Decision

		Date:	April 8, 2011
Topic:	ELECTED OFFICIAL REMUNERATION REVIEW TASK FORCE		
Proposal:	<p>The Elected Official Remuneration Review Task Force presented their report to Council on March 28, 2011. The members comprised of Bob Hannah, Ed LaPlante, Jean Clark, Irv Gerling and Don Guildolin. The Task Force recommended the following changes to Policy C-01-08:</p> <ul style="list-style-type: none"> • The honorarium paid to the Mayor to be \$22,633.33 per annum; the general expense allowance paid to the Mayor to be \$11,316.67; for a total remuneration of \$33,950.00 per annum. • The honorarium paid to each Councillor to be \$11,858.18 per annum; the general expense allowance paid to each Councillor to be \$5,929.09 per annum, for a total remuneration of \$17,787.27. • The Task Force recommends that a 3% pension for members of Council with matching contributions be implemented as part of the benefit package. • The Task Force recommends that a 3% increase be applied to Councils' amended salary effective January 1, 2012 and that a COLA adjustment be applied effective January 1, 2013. • The annual per diem cap for the Mayor be capped at 10 days and for a Councillor be capped at 5 days. 		
Proposed by:	Mayor and Council		
Correlation to Business (Strategic) Plan			
Benefits:	To provide fair and equitable remuneration and benefits to the Mayor and Councillors that reflects the demands on members of Council and their value to the community.		
Disadvantages:			
Alternatives:	1) Leave Policy C-01-08 as status quo. 2) Modify as determined by Council.		
Finance/Budget Implications:			
Operating Costs:		Capital Cost:	

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

Telephone: (403) 823-1339

Agenda Item # 8.1.6

Budget Available:	\$0.00	Source of Funds:	
Budget Cost:	\$0.00	Underbudgeted Cost:	
Communication Strategy:			
Recommendations:	That Council provide a recommendation on Elected Officials' Remuneration Task Force Report as presented to Council on March 28, 2011.		
Report Writer:	Mike Roy	CAO:	
Position:	Acting CAO		

... **Agenda Item # 8.1.6**
THE ELECTED OFFICIALS REMUNERATION REVIEW TASK FORCE

The Task Force would like to thank Administration for preparing the material for our review.

We would also like to thank the members of Council for the quick completion of the questionnaires. The responses were relevant and appreciated. It was also noted that there continues to be increased commitment for Council members.

The Committee reviewed the current Travel and Expense policy and that current practices for adjustments based on Provincial guidelines is appropriate.

In reviewing the questionnaires received from Council members the Task Force received the impression that the majority of members were not familiar with the per diem policy.

We decided that the main changes to the Council Remuneration package would be annual remuneration of the Mayor and Council with the introduction of a pension package.

The remuneration for elected officials is paid bi-weekly and this is reported to Revenue Canada as two-thirds (2/3) Honorarium, which is taxable and one-third (1/3) General Expense Allowance, which is non-taxable. Though calculated separately, they are paid together.

We had received information from many municipalities in Alberta of approximately the same size. We eliminated the municipalities in the highest and lowest pay brackets and we found that with the exception of the Mayor, Drumheller was within the correct range for remuneration.

Although there are different methods of paying Council, the Task Force concluded that the present methodology was appropriate here in Drumheller.

In reviewing the current position of Drumheller Councillors as compared to their peers it was agreed that an increase would be appropriate. The Task Force decided on an increase based on the difference between COLA (cost of living adjustment) previously applied and negotiated union increases for 2009 and 2010 (i.e. 5.0% less 1.9% COLA for 2009 and 5.0% less 0.6% COLA for 2010), and a further 3% for 2011 (all values compounded). This increase would be inclusive of the newly introduced 3% employer contribution pension plan. In 2012, there would be an additional increase of 3%. A COLA increase would be effective for 2013.

Although the surveys indicated that individuals who run for public office do not do it for the money, the Task Force felt that the Mayor's remuneration was significantly below his municipal peers in the comparison communities. The Task Force believes that a corrective market adjustment is needed for the position of Mayor.

Agenda Item # 8.1.6

... The Task Force also looked at the per diem for out of Town meetings and determined that the rate should remain at \$250.00 per day with caps of 5 per year for Councillors and 10 per year for the Mayor.

We therefore recommend that Council Policy C-01-08 be amended as follows; effective January 1, 2011

1. The honorarium paid to the Mayor be \$22,633.33 per annum; the general expense allowance paid to the Mayor be \$11,316.67; for a total of \$33,950.00.
2. The honorarium paid to each Councillor be \$11,858.18 per annum; the general expense allowance paid to each Councillor be \$5,929.09 per annum; for a total of \$17,787.27.
3. The Task Force recommends that a 3% pension for members of Council with matching contributions be implemented as part of the benefit package.
4. The Task Force recommends that a 3% increase be applied to Councils amended salary effective January 1, 2012 and that a COLA adjustment be applied effective January 1, 2013.
5. The annual per diem cap for the Mayor be capped at 10 days and for a Councillor be capped at 5 days.

Respectfully Submitted
James Robert (Bob) Hannah
Donald A. Guidolin
Irv Gerling
Jean B.C. Clark
Edward LaPlante



Date: April 11, 2011

To:	Mayor and Council	CC:	Ray Romanetz, Mike Roy
From:	Al Kendrick	Dept.	Infrastructure Services
Subject	Solar-Powered Reservoir		

The Town of Drumheller will purchase Solar-Powered Reservoir mixing units as recommended in the Stantec Consulting report presented to Council on January 24th, 2011 (attached Stantec report and H2O Logics Inc. Proposal Ref. # 1229-ab and SolarBee letter indicating they are the sole providers of this equipment.)

The correlation is to provide a Green Solution, reduce chemical and energy use. This provides chemical and energy savings which can be redirected to other priorities. Improves water quality and increases flexibility to operate Raw Water Reservoirs.

The benefit will be to reduce chemical costs and improve raw water quality in the town's raw water reservoirs. Low energy costs, reduced construction costs and reduced maintenance. Will reduce algae growth preventing anaerobic conditions and reducing the development of soluble manganese that has caused discolouration problems in the town's treated water.

The cost to purchase 4- SB5000 v18 machines as per the H2O Logics Inc. Proposal REF. # 1229-ab for the \$204,304.00 plus delivery, installation and startup for additional \$28,324.00 for a total of \$232,628.00 plus tax.

INFRASTRUCTURE SERVICES

Telephone: (403) 823-1312

For Information - Solar-Powered Reservoir Mixing Units

Page 43 of 52



H₂O
Logics Inc.

Bringing you solutions

153 Athabasca Ave.
Sherwood Park, Alberta
Canada T8A 4C8

Agenda Item # 8.2.1

Tel: (780) 417-9935 • Fax: (780) 665-7314

Toll free: (866) 417-9935

info@h2ologics.com • www.h2ologics.com

Proposal for

Town of Drumheller, Alberta

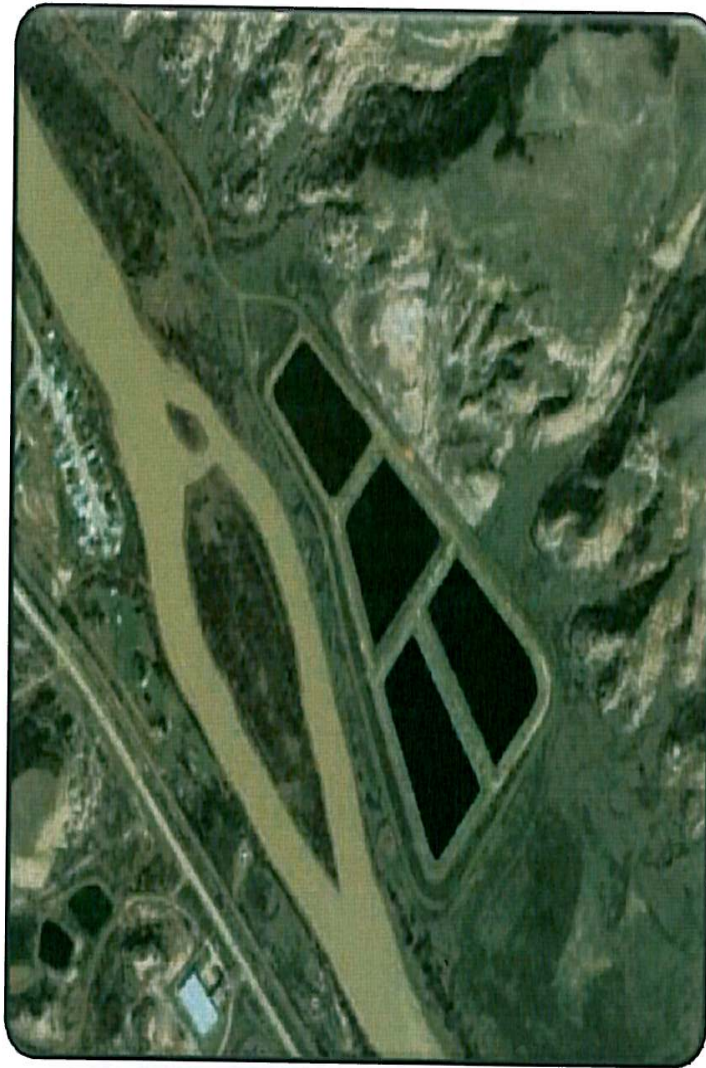


Photo Source: Google Earth





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153 Athabasca Ave.
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Canada T8A 4C8

Agenda Item # 8.2.1
Tel: (780) 417-9935 • Fax: (780) 665-7314
Toll free: (866) 417-9935
info@h2ologics.com • www.h2ologics.com

SolarBee Quotation
Based on customer's information
Quotation valid for 60 days

Date: October 15, 2010

To: Allan Kendrick
Town of Drumheller
703 - 2nd Avenue West
Drumheller, AB
T0J 0Y3

Ref.: 1229-AB

From: Martine Pawlowski, H2O Logics, Inc.

1.0 PROJECT DESCRIPTION

1.1 Reservoir Names:

Raw Water Reservoirs #1, #2, #3 and #4

1.2 Address or Location of Reservoirs:

Drumheller, Alberta (GPS Coordinates: 51.446523°, -112.671798°)

1.3 Description of Reservoir:

All four (4) reservoirs receive water from the Red Deer River, are used for raw water storage and have a maximum depth of 4.5 meters. These reservoirs can be ran in any combination as needed. They are generally used in pairs where reservoir #1 flows to reservoir #2 then to the treatment plant and reservoir #3 and #4 are used for backup storage. Reservoir #1 has a surface area of approximately 2 hectares, reservoir #2 is approximately 2.9 hectares, reservoir #3 is 3.4 hectares and reservoir #4 is 3.5 hectares.

1.4 SolarBee Objectives, the Problems to Solve:

Epilimnetic deployment - Primary Objectives: To provide long-distance circulation in order to control harmful blue-green algae blooms and reduce short circuiting.

1.5 Quantity of SolarBees Recommended:

To meet the above objectives, we recommend the installation of four (4) SB5000 v18 machines, placing one machine in each raw water reservoir. If an incremental approach is desired, we agree to starting with the installation of two (2) SB5000 v18 machines, respectively in Reservoir #1 & Reservoir #2.

Machines not drawn to scale, and final placement will be determined prior to delivery and installation.

Agenda Item # 8.2.1



Photo Source: Google Earth

2.0 INVESTMENT OPTIONS

2.1 Recommended Machines Full System Application

Equipment Purchase (See Appendix A for details)		
Quantity	Description	Purchase Cost Total
4	SB5000 v18 machines per above:	\$204,304.00
4	Supplemental Grid Power Kits	\$13,096.00
Total Equipment Cost:		\$217,400.00
4	Factory Delivery, Installation and Startup:	\$28,324.00
Total Investment:		\$245,724.00
Beekeeper cost of \$6,264 per year for years 1 & 2 (see Appendix C):		- Optional -
Beekeeper cost of \$15,032 per year for years 3, 4 & 5 (see Appendix C):		- Optional -
Plus all applicable taxes		

Rental (See Appendix F for details):	
Monthly rental cost for recommended machines per above:	\$7,653.00
Monthly Beekeeper cost during the term of the rental:	- Included -
Factory Delivery, Installation and Startup:	\$28,324.00
Plus all applicable taxes	

...

Equipment Purchase (See Appendix A for details)***Agenda Item # 8.2.1***

Quantity	Description	Purchase Cost Total
2	SB5000 v18 machines per above:	\$102,198.00
2	Supplemental Grid Power Kits	\$6,548.00
Total Equipment Cost:		\$108,746.00
2	Factory Delivery, Installation and Startup:	\$14,162.00
Total Investment:		\$122,908.00
Beekeeper cost of \$3,170 per year for years 1 & 2 (see Appendix C):		- Optional -
Beekeeper cost of \$7,606 per year for years 3, 4 & 5 (see Appendix C):		- Optional -

Plus all applicable taxes**Rental (See Appendix F for details):**

Monthly rental cost for recommended machines per above:	\$3,828.00
Monthly Beekeeper cost during the term of the rental:	- Included -
Factory Delivery, Installation and Startup:	\$14,162.00

Plus all applicable taxes

SB5000 v18: 18.9 m³/min (27,200 m³/day) total flow leaving the machine, near-laminar flow output for long-distance circulation, 316-stainless steel and non-corrosion polymer construction, highly efficient, brushless electric motor designed to provide day and night operation with a solar-charged battery power system, digital control system for intelligent power management with factory programmed reverse functions and anti-jam routines specific to this application, SCADA outputs, three (3) 80-watt solar panels, 40 cm diameter intake hose, anchoring system and bird deterrent. See Appendix D - SolarBee Limited Replacement Warranty for information on the most extensive warranty in the industry.

Agenda Item # 8.2.1

Appendix B: Factory Delivery , Installation, Startup and Training

SolarBee, Inc. sends a factory trained Delivery & Field Services Team with specialized equipment to deliver, assemble, place, and start up your SolarBee machine(s). A training session on operation and maintenance is also provided for your personnel. Each Team member undergoes training such as Fall Protection, Confined Space Entry, Working Over Water, and Water Quality Testing.

As part of our standard operating procedures, the factory trained Delivery & Field Services Team will conduct vertical profiles with a YSI multi-parameter submersible probe, and at each test point measure dissolved oxygen, pH, temperature and specific conductance at every foot from the surface down to a depth of 25 feet, and at 5-foot intervals thereafter. A Secchi depth measurement will also be made at each test location. GPS coordinates are recorded for each machine and test point location.

Your water quality is our highest priority. Our commitment continues long after the Delivery & Field Services Team leaves your location and we strive to maintain contact with all our customers. Our Customer Service, Application Engineering, and Science Departments are available for any questions regarding machine operation and water quality.

Appendix C: Beekeeper Service Program

The Beekeeper is a program that utilizes Factory Crews to service and maintain proprietary designed equipment. The Beekeeper provides for more than just maintenance and service:

- It extends the warranty during the term of the Beekeeper
- It covers damage from Acts of God and vandalism
- It provides for power system upgrades and updates
- It provides hardware, firmware, and software for computer upgrades
- It provides scientific and technical support
- It provides for scheduled and unscheduled field service calls
- and much more, please request the Beekeeper brochure for more details

Appendix D: General Provisions

Purchase of the SolarBee Circulation Equipment in This Quotation is an "Equipment Purchase," not a "Construction Project":

SolarBee circulation equipment is portable, and can be easily relocated or removed entirely from the premises at any time. They do not become an integral part of any building or other structure, and never become part of "real estate". Therefore, to purchase SolarBee circulation equipment, the city or other organization purchasing SolarBees should use the same procedure as for purchasing other portable equipment, such as a forklift, a drill press, or an office desk. SolarBee reserves the right not to accept an order if the purchase is incorrectly characterized as a "construction" project. SolarBee, Inc. has not found any state or other jurisdiction where construction or contractor statutes apply to portable equipment that is sold by a factory, with on-site final assembly and startup performed by factory personnel.

Assumptions:

... This quotation may be based on worksheets and calculations that have been provided to the customer, either previously or else attached to this quotation. The customer should bring to our attention any discrepancies in data used for these calculations.

Agenda Item # 8.2.1**Quotation Validity Term:**

This quotation replaces all prior quotations for this project. It is valid until replaced by a subsequent quotation, or else for 60 days, whichever occurs first.

Delivery Time:

Delivery time varies, but is usually within 4-8 weeks from order date.

Payment Terms:

For governmental entities, and for homeowners associations that have pre-approved credit, payment is due 20 days after invoice date, and invoicing occurs when the goods leave the factory. For private individuals, payment is due by credit card or cashier's check before the goods leave the factory.

Currency:

All prices shown are in Canadian (CDN) Dollars, and all payments made must be in Canadian (CDN) Dollars.

Add for Taxes, Governmental Fees, and Special Insurance Requirements:

Except as indicated above, no taxes, tariffs or other governmental fees are included in the quote shown above, nor are there any costs added for special insurance coverage the customer may require. It is the customer's responsibility to pay all local, state, and federal taxes, including, sales and use taxes, business privilege taxes, and fees of all types relating to this sale, whether they are imposed on either H2O Logics, Inc., SolarBee, Inc. or the customer, or whether these taxes and fees are learned about after the customer orders the equipment. The customer's purchase order should indicate any taxes or fees due on equipment and/or services, and whether the customer will pay them directly to the governing body or include the tax payment with the purchase and H2O Logics, Inc. will submit them to the governing body.

Regarding insurance, SolarBee, Inc. maintains adequate liability and workman's compensation insurance to generally comply with its requirements for doing business in all fifty U.S states, and will provide at no charge certificates of insurance when requested. However, if additional insurance or endorsements beyond the company's standard policy are required by the customer, then the costs of those additional provisions and/or endorsements will be invoiced to the customer after the costs become known.

Maintenance and Safety:

The customer agrees to follow proper maintenance instructions regarding the equipment as contained in the safety manual that accompanies the equipment or sent to the customer's address. It is the customer's responsibility to make sure that the circulators are used in a manner that keeps the ponds safe for people that may access them.

Government Regulatory Compliance:

In all reservoir/tank systems the customer must comply with all applicable governmental regulations. It is the customer's sole responsibility to inquire about governmental regulations and ensure that SolarBees are deployed and maintained so as to remain in compliance with these regulations and guidelines, and to hold H2O Logics, Inc. and SolarBee, Inc. harmless from any liability caused by non-compliance with these regulations and guidelines.

SolarBee Limited Replacement Warranty:

... All new and factory-refurbished SolarBee equipment is warranted to be free of defective parts, materials, and workmanship for a period of 2 years from the date of installation. In addition, the SolarBee brushless motor is warranted for a period of 10 years from the date of installation. Photovoltaic components are warranted by the manufacturer warranties, some ranging up to 25 years (see manufacturers' warranty for details). This warranty is valid only for SolarBee equipment used in accordance with the owner's manual, and consistent with any initial and ongoing factory recommendations. This warranty is limited to the repair or replacement of defective components, at SolarBee's discretion. The first 2 years the warranty also includes both parts and labor. In lieu of sending a factory service crew to the site for minor repairs, SolarBee, Inc. may choose to send the replacement parts to the owner postage-paid and, in some cases, may pay the owner a reasonable labor allowance to install the parts.

Agenda Item # 8.2.1

Except as stated above, SolarBee, H2O Logics, Inc. and its affiliates expressly disclaim any and all express or implied conditions, representations and warranties on products furnished hereunder, including without limitation all implied warranties of merchantability or fitness for a particular purpose.

Please consult your federal, provincial and local laws regarding this warranty as certain provinces and local entities may have legal provisions affecting the scope of this warranty.

Limitation of Liability:

Many of the employees at SolarBee and H2O Logics, Inc. have extensive scientific and practical knowledge relating to solving water quality problems. From time to time, they may offer solicited or unsolicited advice, ideas, judgment or opinions on how to deal with certain situations, none of which offers a guarantee of future events. Due to the many factors, complexity and uncertainty involved in solving water problems, you agree to release and indemnify SolarBee, H2O Logics, Inc. and its affiliates, employees and agents from and against any and all claims, liabilities, costs and expenses which such indemnified party may incur or become subject to related to or arising out of any services or products furnished by SolarBee or H2O Logics to you, except to the extent that any claim, liability or expense results from the gross negligence or intentional misconduct of an indemnified party as determined in a final judgment by a court of competent jurisdiction.

In no event will SolarBee, H2O Logics or its affiliates be liable for any damages caused by failure of buyer to perform buyer's responsibilities or for following SolarBee, H2O Logics advice.

In no event will SolarBee, H2O Logics or its affiliates be liable for any lost profits or use or other punitive, special, exemplary, consequential, incidental or indirect damages, however caused, on any theory of liability, whether or not SolarBee, H2O Logics have been advised of such damages, or reasonably could have foreseen the possibility of such damages, or for any claim against buyer by another party.

Method of Acceptance of This Quotation:

To accept this quotation, please issue a purchase order to H2O Logics Inc. The purchase order can be mailed to H2O Logics Inc., #205, 47 Athabasca Avenue, Sherwood Park, T8A 4H3 Alberta, Canada or it can be faxed to (780) 665-7314. The purchase order should refer to the date of this quotation, and will be assumed to include this entire quotation by reference.

Appendix E: Rental Provisions

Rental Payment Terms:

The installation day of the month is the anniversary day for determining when a new rental month begins. There are no partial months; if the equipment is in place on the first day of the rental month, a whole month of rental is due. Rental invoices will be provided each month and payment is due 30 days from the invoice date. The installation charge mentioned above will be added to the first month's rental invoice.

Rental Period, Month-to-Month:

... The rental period shall be for one month, beginning on the installation date, and shall continue automatically, for one month at a time beginning on each monthly anniversary of the installation date, until the longer of (a) 12 months, or (b) 90 days after written notice is received by H2O Logics, Inc. to terminate the rental. **Agenda Item # 8.2.1** Furthermore, H2O Logics, Inc. has the right to terminate the rental agreement and re-possess the equipment at any time, without notice to the renter, if the renter becomes delinquent in rent payments.

Periodic Rental Cost Adjustment:

The rental cost may be adjusted periodically by H2O Logics, Inc. upon 90 day written advance notice to the renter, after the minimum rental period mentioned above. H2O Logics, Inc. expects, but does not promise, to make such adjustments only once per year on the annual anniversary of the installation, and expects that adjustments will be limited to reflect (a) a general inflationary adjustment equal to the Consumer Price Index, and (b) any additional costs by the factory associated with keeping the rental equipment functioning properly and meeting the renter's goals for the project. The renter, at its option as mentioned above, may cancel the rental agreement with 90 day notice if the proposed new rental costs are ever not acceptable.

Rental Conversion To Purchase:

The renter may convert this rental to a purchase, at the price shown in the Equipment Purchase section above. To convert this rental to a purchase, the renter should request H2O Logics, Inc., at least 60 days before the desired purchase date, to supply a firm quotation to convert the rental to a purchase. When conversion to a purchase is made, 50% of prior rents paid will be applied to the purchase price, up to a maximum of 50% of the equipment purchase price. Title to the rental equipment does not pass to the renter unless and until payment of all outstanding rental invoices, and the conversion purchase price for the equipment, is received by the H2O Logics, Inc.

Rental Equipment Availability:

SolarBee, Inc. has a limited supply of rental machines available; either new or slightly used or "demonstrator" equipment may be installed at the factory's option. If the equipment installed for a rental is slightly used, then the factory warrants that: (1) the equipment is clean, current, and in like-new condition with a full new-equipment warranty, and (2) the equipment is equivalent to new equipment with the very latest technology and improvements. Also note that SCADA or other remote monitoring options may have been included in the purchase cost in Section 2 above, but these components are not included with rental equipment. If a rental is desired, the SCADA remote monitoring equipment would be installed only after the equipment had been converted to a purchase, unless other provisions have been made.

Maintenance of the Equipment.

Renter is to provide minor routine care and maintenance of the Equipment as described in the owners manual. The Beekeeper Service Program is required and is included in the cost shown above for the term of the rental. See above Appendix C for description of the Beekeeper.

Agenda Item # 8.2.1

March 8, 2011

e-mailed today to Mr. Allan Kendrick, Town of Drumheller.
Original in US Mail

Mr. Allan Kendrick
Town of Drumheller
703 - 2nd Avenue West
Drumheller, AB
T0J 0Y3

Dear Mr. Kendrick,

This letter is to certify that the Model S5000 v18 solar-powered 5,000 gallon per minute long distance lake circulation equipment, which the Town of Drumheller, Alberta, is considering renting or purchasing for its water treatment facility, are only available through H2O Logics, Inc. of Sherwood Park, Alberta, Canada. SolarBee, Inc. is the manufacturer of this equipment and the sole licensee of this technology. To our knowledge there is no known competitive product.

The purchase/rental price presented in the open quotation for this equipment is the same price charged to all Canadian agencies and other organizations, after allowing for small differences in delivery and installation charges based on quantity and mileage differences between projects.

Sincerely,


SolarBee, Inc.

Printed Name and Title: Linda M. Steve

LINDA M STEVE
NOTARY PUBLIC, STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES SEPT 29, 2013
(Notary Seal)

The above individual signed this letter in my presence on March 8, 2011.

Attested to by Linda M. Steve, Notary Public, Stark County, State of North Dakota.