

Town of Drumheller COUNCIL MEETING AGENDA

October 3 at 4:30 PM

Council Chamber, Town Hall

224 Centre Street, Drumheller, Alberta



Page

1.0 CALL TO ORDER

2.0 MAYOR'S OPENING REMARK

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

3-8 5.1.1 Regular Council Meeting Minutes of September 19, 2016

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

9-14 5.2.1 Municipal Planning Commission Meeting Minutes of September 1, 2016

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1. CAO

15-33 8.1.1 RFD - Extension to ATCO's Spray Park Agreement

8.1.2 Direction - Request for In-Kind Assistance at the Golf Course

8.2. DIRECTOR OF INFRASTRUCTURE SERVICES

8.2.1 Aquaplex Modernization / Retrofit Update

8.3. DIRECTOR OF CORPORATE SERVICES

34-38 8.3.1 RFD - Amendment to Council Policy C-03-16 (Section 4.0)

39-41 8.3.2 RFD - 2016 Reserve Bid Tax Recovery Public Auction

42-45 8.3.3 Fundraising Update

8.4. DIRECTOR OF COMMUNITY SERVICES

8.5. DIRECTOR OF PROTECTIVE SERVICES

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

11.0 UNFINISHED BUSINESS

12.0 NOTICE OF MOTION

13.0 COUNCILLOR REPORTS

13.1 Council Jay Garbutt - Drumheller Housing Administration Update

14.0 IN-CAMERA MATTERS

14.1 Personnel Matter

**Town of Drumheller
COUNCIL MEETING
MINUTES**

September 19, 2016 at 4:30 PM
Council Chamber, Town Hall
224 Centre Street, Drumheller, AB, T0J 0Y4



PRESENT:

MAYOR:
Terry Yemen

COUNCIL:

Jay Garbutt
Lisa Hansen-Zacharuk
Patrick Kolafa
Tara McMillan
Sharel Shoff
Tom Zariski

CHIEF ADMINISTRATIVE OFFICER/ENGINEER:

Ray Romanetz

DIRECTOR OF INFRASTRUCTURE SERVICES:

Darryl Drohomerski

DIRECTOR OF CORPORATE SERVICES:

Barb Miller

DIRECTOR OF COMMUNITY SERVICES:

Paul Salvatore

DIRECTOR OF PROTECTIVE SERVICES:

Greg Peters

RECORDING SECRETARY:

Libby Vant

ABSENT:

INFRASTRUCTURE TRANSITION OFFICER:

Al Kendrick

1.0 CALL TO ORDER

Mayor Yemen called the meeting to order at 4:32 PM.

2.0 MAYOR'S OPENING REMARK

Mayor Yemen advised that this year marks the 20th Annual CIBC Run for the Cure, which takes place on Sunday, October 2. In partnership with the Canadian Breast Cancer Foundation the Drumheller CIBC is offering six different fundraising baskets, and will host a bake sale next Friday. Mayor

Yemen stated that more information on the event and fundraising can be obtained from Councillor McMillan, and at the Drumheller CIBC location.

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

MO2016.120 Hansen-Zacharuk, Shoff 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 September 6, 2016

MO2016.121 Shoff, Kolafa Moved to adopt the Regular Council Meeting minutes of September 6, 2016 as presented. Carried unanimously.

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

5.2.1 Municipal Planning Commission Meeting Minutes of August 11, 2016
Municipal Planning Commission Meeting Minutes of August 17, 2016

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1. CAO

8.2. DIRECTOR OF INFRASTRUCTURE SERVICES

8.2.1 Update on Aquaplex Modernization Contractor Awards
D. Drohomerski advised that he provided Council with an email this afternoon stating that Administration would like to take a closer look at the Aquaplex Modernization/Retrofit project numbers with the project engineering consultants, Stantec, to get a better understanding of the reported project costs. He advised that, after the review, Administration will contact the low bidder to determine how the project can move forward within the new timelines identified by the Town. R. Romanetz advised that, due to the current economy, the Town has been receiving a higher numbers of bids on projects, but in this case it was not so. He further advised that the bids received were competitive based on the 2015 pricing rather than the cost estimates for 2016 prepared by our Consultant. R. Romanetz stated that

Administration and the consultants will look at the costs line by line. In response to a question from Councillor J. Garbutt on cost reduction, R. Romanetz advised that the engineering costs are a fixed amount, the pool liner is ordered and will be paid for when it is actually on site, and the only component that does not relate to the project estimates is the general contract which is where the \$500,000 project overrun results from.

8.3. DIRECTOR OF CORPORATE SERVICES

8.4. DIRECTOR OF COMMUNITY SERVICES

8.4.1 RFD - Safety Services Contract Award

P. Salvatore advised that the contract with our current Safety Services provider, Superior Safety Codes Services [SSCS] has expired. A Request for Proposal was posted and two proposals were received from Park Enterprises and Superior Safety Codes Services. The proposals were scored by the five panel members, and Superior Safety Codes Services scored the highest overall. P. Salvatore noted that the Electrical and Building fees increased by more than inflation however they are still in line with rates paid by service providers across the Province. Councillor T. Zariski asked how long the Town has worked with Superior Safety Codes Services. R. Romanetz responded that the Town has been working with Superior Safety Codes Services for eight years.

In response to a question from a Councillor Jay Garbutt, R. Romanetz advised that Council reviews all service fees annually in their budget deliberations. Councillor Garbutt asked how the Town can get the builder to commit and construct in accordance with their submitted plans. R. Romanetz responded that the Town deals with issues as they come up and any development conditions imposed by the Municipal Planning Commission are enforced by the Development Officer. He further advised that Council recently approved the QMP, and it was updated so that more inspections can be done at critical points. The Town has introduced a number of changes so that if a structure is built in the flood plain, all of the new conditions must be met before the building inspector will sign off on a development. R. Romanetz advised that Director of Infrastructure Services, Darryl Drohomerski, is working on a plan with the CAO to create a lot grading certificate that must be approved. This certificate would confirm that the developer has met the proper grading elevations.

Mayor T. Yemen requested that a periodic report be provided to Council on the number of inspections carried out by the Development Officer.

In response to a question from Councillor L. Hansen-Zacharuk on the timeliness of inspections, R. Romanetz advised that the Province audits the Town's files and Superior Safety Codes Services' files, and the reviews are generally good. He further advised that sometimes these files are opened

and then not closed as quickly as they could be, and the Town will look for ways to improve this process.

MO2016.122 Zariski, Shoff Moved to select Superior Safety Codes as the Town's Safety Codes provider for the Building, Electrical, Plumbing and Gas Inspections as required by the Alberta Safety Codes Act and under the authority of the Safety Codes Act. The term of the contract between the Town and Superior Safety Codes Services will be three years with an option for extensions as mutually agreed upon by both parties.

In Favour: Yemen, Kolafa, McMillan, Shoff, Zariski
Opposed: Garbutt, Hansen-Zacharuk
Carried.

8.4.2 Wayfinding Signage Update

P. Salvatore advised that the initial Wayfinding Signage costing estimates came back at a higher cost than anticipated, but we were able to work with the vendor to get the costs down. Most recently, the committee reconvened to select the locations as presented in the agenda package. He advised that there are eleven identified locations for the pedestrian signage, and the committee walked the signage route with the consultants, Darryl Drohomerski and Operations Manager Kevin Blanchett to mark the locations for the Wayfinding Signage. Various opinions came forward that included: the Dino Arts Society proposing a star medallion Dino Walk of Fame installation as well as the Royal Tyrrell Museum recommending the installation of field communications tags to identify the dinosaurs on the sign poles. P. Salvatore advised a Request for Proposals was posted with two proposals received from one local supplier and one supplier from Calgary. He further advised that the local supplier's costs were significantly higher than the Calgary suppliers' submission.

In response to questions on other sign locations required throughout Town, P. Salvatore responded that the Committee identified the first initial locations as the first phase, and we can add signage next year through the Revitalization Program.

Councillor McMillan asked if there are markings for the public parking areas. P. Salvatore responded that the Public Works staff is currently adding to this to increase of parking awareness throughout the Town. D. Drohomerski responded that his staff has had more signage manufactured for installation this fall.

Councillor Garbutt asked the budgeted amount for this project. R. Romanetz advised that the initial budget was \$ 30,000, and after reviewing the project costs, funds were reallocated from the general beautification budget allotment to this project for a new budget of \$41, 800.

In response to a concern from Councillor J. Garbutt on safety concerns, Mayor T. Yemen advised that there were no safety concerns brought forward by the Dino Arts Society when he spoke with them on this idea. He further stated that they decided to step away from this project for the time being to focus on other priorities like the recent dinosaur projects. R. Romanetz advised that the Town will continue to work with Dino Arts Society on their projects. Councillor T. Zariski questioned whether the structure was suitable. P. Salvatore responded that the designers were given clear directions to come up with a unique design that would accent some of the colours and imagery of Drumheller, like the layers of stratigraphy that show iron stone on the hills.

8.5. DIRECTOR OF PROTECTIVE SERVICES

8.5.1 RFD - Emergency Master Plan - Consultant Award

G. Peters advised that the Town received a \$ 125,000 Alberta Community Partnership Intermunicipal Collaboration grant to create a Regional Emergency Services Master Plan (RESMP). The Request for Proposals for the Consulting Services of the RESMP was completed in February with the input of our four neighbouring communities, Kneehill County, Special Areas #2, Starland County and Wheatland County. The Request for Proposals was posted, and eleven proposals were received, ranging in cost from \$ 33,586 to \$ 173,418. G. Peters advised that, after a lot of review, five proponents were shortlisted with proposals ranging from \$ 83,129.50 to \$ 130,000: Energy Management Analytics, Behr Energy Services, The Werks, Stantec Consulting and MSC Consulting. He explained that pricing was only one criteria, and based on the attached information, the committee recommends Behr Energy Services, as they have a great deal of experience with excellent references from wide ranging municipalities and private businesses. He further advised that their references stated that Behr Energy Services is very attentive to detail, very accepting of direction, very open to suggestion. He stated that Behr Energy Services' proposal is not the least expensive but is within the scope.

MO2016.123 Garbutt, McMillan Moved that Council award the development of a Regional Emergency Services Master Plan to Behr Energy Services Ltd. in the amount of \$ 92,933.25. Carried unanimously.

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

10.0 PUBLIC HEARING DECISIONS

11.0 UNFINISHED BUSINESS

12.0 NOTICE OF MOTION

13.0 COUNCILLOR REPORTS

- 13.1 Councillor Sharel Shoff provided an update on Community Futures activities. She advised that she attended a Community Futures meeting on September 8, 2016, where discussion was held on the success of the Summer Entrepreneurial program in which 41 children participated. She further advised that the program will be requesting permits for sales at the suspension bridge and the fountain park. She further advised that Community Futures is currently seeking a new business analyst. She also advised that they have three new board members: Joe Rowbotham, Don Rosjen and Adrian Hartman. They are looking at drafting an action plan to move forward, and looking at topics for workshops they would like to host, such as social media, global marketing and succession planning. In response to a question from Council on Drumheller's current economic position, Mayor Yemen advised that, at an Economic Development meeting he attended the Community Futures general manager reported a figure of approximately 600 job losses in Drumheller this year.
- 13.2 Councillor Sharel Shoff advised that she attended Palliser Regional Municipal Services meeting on September 7th. She provided an overview of the staff's activities. The Palliser Annual General Meeting will be held in Hanna on November 9, 2016, and Council is welcome to attend to learn more about Palliser's activities.

14.0 IN-CAMERA MATTERS

MO2016.124 Hansen-Zacharuk, McMillan moved to go In Camera at 5:31 PM. Carried.

14.1 Land Matters

14.2 Personnel Matter

MO2016.126 McMillan, Garbutt moved to approve the employment contract with CAO Ray Romanetz as presented by the Mayor. Carried unanimously.

MO2016.12 7 Kolafa, Hansen-Zacharuk Moved to revert back to Regular Council Meeting at 6:52 PM. Carried

There being no further business, the Mayor declared the meeting adjourned at 6:52 PM.

Chief Administrative Officer

Mayor



**Municipal Planning Commission
MINUTES
Meeting of Thursday September 1, 2016**

Present: Paul Salvatore, Director of Community Services
Sharel Shoff, Councillor/Member
Cynthia Cvik - Palliser Regional Municipal Services Representative
Julie Steeper, Development Officer
Linda Taylor, Recording Secretary
Clayton Gillis, Member - Chair
Sharon Clark, Vice Chairperson
Stacey Gallagher, Member
Scott Kuntz, Member

Absent: Tom Zariski, Councillor/Member - Regrets

1.0 CALL TO ORDER – 12:10 pm

C. Gillis presented the Agenda for September 1, 2016 meeting.

1.1 Agenda – Additions or Deletions

No additions or deletions

1.2 Acceptance of Agenda

Motion: S. Gallagher moved to accept the agenda of September 1, 2016 as presented

Second: – S. Kuntz. Carried

2.0 MINUTES FROM PREVIOUS MEETINGS

2.1 August 11, 2016

2.2 August 17, 2016 – online meeting

Motion: S. Clark moved to accept the minutes of August 11, 2016 and August 17, 2016 – online meeting.

Second: – S. Kuntz. Carried

3.0 DEVELOPMENT PERMITS

3.1 T00217-16D – Vu Tran – Carport and Deck

J. Steeper presented Development Permit T00217-16D submitted by Vu Tran for a carport and deck located at 285 1 Street West, Drumheller on Plan 7710AP; Block 23; Lots 12, 13 & Ptn. 14. Zoning is C-B Central Commercial District.

J. Steeper advised the 40 foot by 20 foot carport would be located at the rear of the building as a cover for vehicle parking. The deck would be located on the north side of the building in the inset and along the side of the building to the front, where a gate would be installed.



Municipal Planning Commission Members discussed the application.

Motion: S. Gallagher motioned to approve Development Permit T00217-16D submitted by Vu Tran for a carport and deck located at 285 1 Street West, Drumheller on Plan 7710AP; Block 23; Lots 12, 13 & Ptn. 14 subject to the following conditions;

1. Development shall conform to Town of Drumheller Land Use Bylaw 10-08.
2. Placement of construction as per plot plan submitted.
3. Construction to be in accordance with the Alberta Building Code.
4. All necessary permits (building, electrical, gas, or plumbing) to be in place prior to construction/installations.
5. All local improvements at owner's expense including, however not limited to, driveways, frontage charges, water/sewer services.
6. External finished appearance of the proposed construction to be compatible with that of existing development and to the satisfaction of the Development Authority.
7. If the holder of the permit wishes to make any changes in the proposed development 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.
8. Must conform to any/all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.
9. Contractor(s) to have a valid Business License with the Town of Drumheller.

Second: S. Kuntz. Carried

4.0 PALLISER REGIONAL MUNICIPAL SERVICES

4.1 80-216-Z005 – Hamilton – Re-zoning from UT to R-CH

C.Cvik presented the application submitted by R.A. Hamilton & Associates Inc. for re-zoning from UT, Urban Transitional District to R-CH, Residential Cottage Housing District. The proposal is for 87 RV stalls, a convenience store, administration facilities, a couple of large commercial tents for activities and workshops; additions to the proposal of a mini golf course and water park were made. The RV stalls would be for recreational vehicle and park model use. It is proposed to have shallow utilities as the location would be for seasonal use. The existing water well would be used for sprinklers for watering the vegetation.

C. Cvik advised the property is bordered on 3 sides by single family residential dwellings. August 22, 2016 the first reading was done by council. October, a public hearing is to be held for the application. Circulation was sent to 57 residents; 46 letters were received however not all support the proposal. Two minor issues were reported from 9 circulations. The proposed land use would require an additional access and the topography could create a challenge.

Municipal Planning Commission members discussed the re-zoning application.

5.0 OTHER DISCUSSION ITEMS

5.1 1226 Newcastle Trail – (June 23, 2016 – alteration)

J. Steeper updated the Commission on the development at 1226 Newcastle Trail. On the exterior, the siding is completed. However the water and power are not yet hooked up to the dwelling.



6.0 Adjournment – Meeting adjourned by C. Gillis at 1:50 pm.

Chairperson

Development Officer

Attachments: Agenda September 1, 2016



**Municipal Planning Commission
MINUTES
Meeting of Thursday September 1, 2016**

Present: Paul Salvatore, Director of Community Services
Sharel Shoff, Councillor/Member
Cynthia Cvik - Palliser Regional Municipal Services Representative
Julie Steeper, Development Officer
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Clayton Gillis, Member - Chair
Sharon Clark, Vice Chairperson
Stacey Gallagher, Member
Scott Kuntz, Member

Absent: Tom Zariski, Councillor/Member - Regrets

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3. Construction to be in accordance with the Alberta Building Code.
4. All necessary permits (building, electrical, gas, or plumbing) to be in place prior to construction/installations.
5. All local improvements at owner's expense including, however not limited to, driveways, frontage charges, water/sewer services.
6. External finished appearance of the proposed construction to be compatible with that of existing development and to the satisfaction of the Development Authority.
7. If the holder of the permit wishes to make any changes in the proposed development 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.
8. Must conform to any/all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.
9. Contractor(s) to have a valid Business License with the Town of Drumheller.

Second: S. Kuntz. Carried

4.0 PALLISER REGIONAL MUNICIPAL SERVICES

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6.0 Adjournment – Meeting adjourned by C. Gillis at 1:50 pm.

Chairperson

Development Officer

Attachments: Agenda September 1, 2016



DRUMHELLER

CHIEF ADMINISTRATIVE OFFICER

Agenda Item # 8.1.1



Request for Decision

Date: September 29, 2016

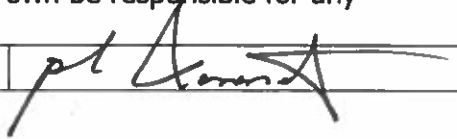
Topic:	FORMER APL DRUMHELLER PLANT SITE EXTENSION TO AGREEMENT		
Proposal:	On October 31 ST , 1991 the Town of Drumheller and ATCO Electric (formerly known as Alberta Power Limited) entered into a 25 year lease for the land where the Rotary Park is situated. The lease agreement will expire on October 31, 2016. The Town would like to renew the agreement in accordance with Clause 16 for a further 25 years. ATCO Electric has asked that an additional clause be included in the agreement that would allow ATCO to utilize an access road (as identified on the attached drawing) to complete their work. ATCO will make efforts to reduce damage caused to the site access road however if damage occurs to the identified access road, ATCO will not be responsible for the cost of repairs. Administration is recommending that Council approve the extension to the agreement subject to the additional clause requested by ATCO.		
Proposed by:	CAO		
Correlation to Business (Strategic) Plan			
Benefits:	♦ The extension to the agreement allows for the continuation of the Park for public use and enjoyment.		
Disadvantages:	The Town is responsible for any repairs should ATCO Electric damage the access site road.		
Alternatives:			
Finance/Budget Implications:			
Operating Costs:		Capital Cost:	\$0.00
Budget Available:	\$0.00	Source of Funds:	
Budget Cost:	\$0.00	Underbudgeted Cost:	
Communication Strategy:			

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

Telephone: (403) 823-1339

Former APL Drumheller Plant Site Eextension Agreement.doc		1
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Agenda Item # 8.1.1

Recommendations:	That Council approve an extension to the Lease Agreement for the former APL Drumheller Plant Site with ATCO Electric for a further 25 years subject to the addition of a Clause to allow ATCO to utilize the access site road and further that the Town be responsible for any damages to the access site road.		
Report Writer:	R.M. Romanetz, P. Eng.	CAO:	
Position:	Chief Administrative Officer		



DEC - 9 1991

ALBERTA POWER LIMITED

10035 - 105 STREET, EDMONTON, ALBERTA T5J 2V5 • TELEPHONE (403) 420-7310

Spray Park

December 5, 1991

City of Drumheller
703 - 2nd Avenue West
Drumheller, Alberta
T0J 0Y3

ATTENTION: Jim Fisher

Dear Jim:

**FORMER APL DRUMHELLER PLANT SITE
PORTION NE 1/4-11-29-20-W4M ON PLAN 8966 E.I.**

We are pleased to enclose a xeroxed copy of the fully executed lease covering the above mentioned property, for your records. The original copy of the lease is on file at the Calgary Land Titles Office where it has been registered as Instrument No. 911273221.

Please phone me at 420-7105 if you require any additional information.

Sincerely,

ALBERTA POWER LIMITED

PHIL BEAUPRE
Administrator, Properties
Land & Properties

Enclosure

PB/tl

cc: A. S. Brekke, 17 CUC
cc: Ken Hiebert, APL Drumheller

128528/7113



Agenda Item # 8.1.1

South Alberta Land Registration District

LAND TITLE SEARCH

SEARCH DATE: 03/12/91

LINC
0020 742 235

SHORT LEGAL
4120/29/11/NE

TITLE NUMBER
169C7

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 20 TOWNSHIP 29
SECTION 11
THAT PORTION OF THE NORTH EAST QUARTER
WHICH IS SHOWN OUTLINED IN RED, ON PLAN 8966EJ
CONTAINING 0.963 OF A HECTARE (2.38 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
PLAN NUMBER HECTARES ACRES (MORE OR LESS)
HIGHWAY 809IX 0.020 0.05
STREET WIDENING 731695 0.008 0.02
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF DRUMHELLER

D.C.T. ISSUED: NO

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
169C7	03/01/72		\$332,000	

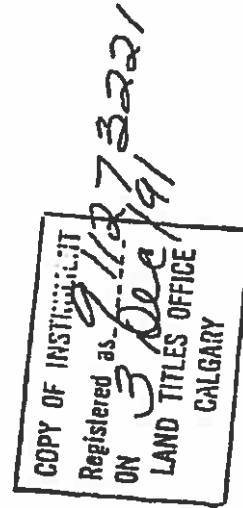
OWNERS

ALBERTA POWER LIMITED.
OF MILNER BUILDING, 10040 - 104 STREET, EDMONTON
ALBERTA

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
901 216 476	22/08/90	UTILITY RIGHT OF WAY GRANTEE - ALBERTA POWER LIMITED. AS TO PORTION OR PLAN:9011595
901 299 321	05/12/90	UTILITY RIGHT OF WAY GRANTEE - ALBERTA POWER LIMITED. "PORTION DESCRIBED"
911 273 221	03/12/91	LEASE LESSEE - THE CITY OF DRUMHELLER. 703-2 AVE WEST DRUMHELLER ALBERTA T0JOY3 FOR A TERM OF 025 YEARS

TOTAL INSTRUMENTS: 003
END OF SEARCH 03/12/91

Agenda Item # 8.1.1



MEMORANDUM OF LEASE made the 31st day of October, 1991

BETWEEN:

ALBERTA POWER LIMITED
(hereinafter called "the Lessor")

OF THE FIRST PART

- and -

CITY OF DRUMHELLER
(hereinafter called "the Lessee")

OF THE SECOND PART

WHEREAS the Lessor operated a coal-fired electrical generation plant in the City of Drumheller, in the Province of Alberta on the premises which are the subject of this lease, and all buildings, towers and other structures formerly on the surface of the said lands have been removed; and

WHEREAS the Lessor has carried out environmental studies of the premises, has performed all recommended environmental rehabilitation work on the property, including, without limitation, the excavation and removal of substantial amounts of existing earth and replacing the same with clean fill that it obtained from the Lessee; and

WHEREAS the only representation of warranty that the Lessor makes in respect of the property is that, to the best of the Lessor's knowledge, there are no hazardous materials upon or under the property which will materially affect the proposed use thereof, which use is to be limited to that of a park and that the Lessee shall be substantially restricted in respect of excavations and depth of the excavations on the premises;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor doth hereby demise and lease unto the Lessee the real property hereinafter described as follows:

That portion of the North East Quarter of Section Eleven (11), in Township Twenty-Nine (29), Range Twenty (20), West of the Fourth Meridian which is shown outlined in red, on Plan 8966 E.J., containing two and Thirty-eight Hundredths (2.38) Acres more or less,

Excepting the Highway on Plan 809 LX. containing Five Hundredths (0.05) of an Acre more or less.

Excepting the street widening on Plan 731695 containing Two Hundredths (0.02) of an Acre more or less,

Reserving unto Her Majesty all Mines and Minerals.

hereinafter called "the demised premises;"

TO HAVE AND TO HOLD the said demised premises for the term of Twenty Five (25) years commencing on the 1st day of November, 1991, and ending on the 31st day of October, 2016, subject to the Lessee's options to renew as set forth in Clause 16;

YIELDING AND PAYING therefor unto the Lessor the sum of One (\$1.00) Dollar and an amount equivalent to the municipal taxes assessed by the Lessee on the demised premises from January 1, 1990 (inclusive of penalties, if any) and for each subsequent year or portion thereof during the term of this lease, or any renewals or extensions thereof, unless or until terminated by either party in accordance with the provisions hereof.

THE LESSEE COVENANTS WITH THE LESSOR THAT:

1. It will pay the rent hereby reserved at the time hereinbefore set out in cash or by the exchange of cheques or by the Lessee crediting the Lessor's tax account during the term hereof.
2. It will use the demised premises solely and exclusively for a city park where the public shall have use and access, and without limiting the generality of the foregoing it shall not construct commercial, industrial or residential buildings of a temporary or permanent nature thereon; provided however, that the Lessee shall be at liberty to install the utility lines (water, sewer, gas, electric), shrubs and trees, water fountains

and other structures incidental to a public park, all of which are specifically described in Schedule "A" attached hereto.

3. Except as provided in the next preceding clause and in Schedule "A", the Lessee shall not install any improvement or structure which requires excavation on the demised premises to a depth of greater than two feet beneath existing elevations, nor shall the Lessee excavate below such depth for any purpose whatsoever except to maintain or repair structures described in the next preceding clause, and to plant additional shrubs or trees.
4. The Lessee acknowledges and agrees that, subject to the Lessor's liability for Hazardous Materials, as set forth in Clause 17 and subject further to the Lessor's obligations and liabilities as the grantee under an Easement Agreement which is registered against the title to the demised premises under Instrument Number 901 216 476 and a Right of Way Agreement dated July 18, 1990 which is registered against the title to the demised premises under Instrument No. 901216426 (the "Easement Agreements"), this lease shall be a completely carefree net lease for the Lessor and the Lessor shall not be responsible during the term of this lease and any renewals thereof for any costs, charges, expenses and outlays of any nature whatsoever arising from or related to the demised premises.
5. It shall be solely responsible for and shall promptly pay all water, gas, electricity, telephone and other utilities used or consumed on the demised premises with the exception of any such utilities used or consumed by the Lessor, its successors and assigns, as grantee under the Right of Way Agreement.
6. Subject to the Lessor's liability for Hazardous Materials, as set forth in Clause 17, and the Lessor's obligations as grantee under the Easement Agreements, and any liability of the Lessor arising as a result of its continued use or occupancy of the demised premises (hereafter collectively referred to as the "Lessor's Liabilities"), the Lessee shall at all times during the initial term and any renewals hereof, at its own cost and expenses, repair and maintain the demised premises and all fixtures and improvements thereon in good order and repair.

7. The Lessee agrees that the Lessor shall not be liable for any bodily injury or death of, or loss or damage to any property belonging to the Lessee or its employees, invitees or licensees or any other person in or about the demised premises unless arising as a result of or in respect of the Lessor's Liabilities, or the wilful misconduct or negligence of the Lessor or its agents or employees.
8. The Lessee agrees to indemnify and save harmless the Lessor for:
 - (a) all claims for bodily injury or death, property damage or other loss or damage which the Lessor may suffer from or incidental to the Lessee's use or arising out of the Lessee's occupation of the demised premises or from any act or omission on the part of the Lessee, or any assignee, sub-tenant, agent, employee, contractor, invitee or licensee of the Lessee; and
 - (b) any loss, cost, expense or damage suffered by the Lessor in respect of any breach by the Lessee of any of its covenants and obligations under this lease;unless such claims, liabilities, loss or damage arise as a result of or in respect of the Lessor's Liabilities or the negligence or wilful misconduct of the Lessor, its agents or employees.
9. It shall, during the entire term hereof and any renewals hereto, maintain adequate comprehensive general liability insurance in respect to the Lessee's use and occupation of the demised premises with coverage consistent with other facilities that it owns or occupies. Such policy shall include the Lessor as a named insured or, in the alternative, contain a waiver of subrogation against the Lessor, its agents and employees. The Lessee shall furnish to the Lessor, if and whenever requested by it, certificates or other evidence acceptable to the Lessor of such insurance coverage. If the Lessee fails to maintain such insurance, the Lessor may, but shall not be obligated, to obtain the same, without prejudice to any other rights if the Lessor under this lease or otherwise, and the Lessee shall pay to the Lessor, on demand, all premiums and other expenses so incurred by the Lessor. Provided the Lessee shall not be required to maintain insurance with respect to the Lessor's Liabilities.

10. The Lessee shall not commit or suffer to be committed any waste or nuisance upon the demised premises.
11. Subject to the Lessor's obligations as grantee under the Right of Way Agreement, the Lessee will keep the sidewalks on and around the demised premises clear of debris, ice and snow and shall keep the demised premises in a neat and tidy condition, maintaining sufficient garbage receptacles and removing the garbage on a timely and regular basis.
12. It will not, without the permission of the Lessor, sublet the premises or any portion thereof except for the purpose of regulating service clubs, promoters, or similar persons, firms or corporations who may sublease for limited times (not to exceed six months) for the purpose of promoting civic events.
13. The Lessee shall comply, at its sole cost and expense, with all requirements of all provincial, federal and other applicable government authorities pertaining to its occupation and use of the demised premises.
14. The Lessee shall promptly pay all its contractors and material men and shall do any and all things necessary to prevent builders liens attaching to the demised premises and should any such lien be made or filed, the Lessee shall promptly arrange to discharge the same at its expense and shall indemnify and save harmless the Lessor therefrom.

THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS:

15. To permit the Lessee to peaceably possess and enjoy the demised premises for the term hereby granted and renewals thereof without any interruption or disturbance from the Lessor.
16. If the Lessee is not in default under any of the covenants or conditions on its part to be performed under this lease or any renewals hereof, the Lessor grants to the Lessee the option to renew this lease for three (3) consecutive terms of twenty-five (25) years each. The Lessee shall serve written notice of its intention to renew on the Lessor not more than one (1) year and not less than six (6) months prior to the expiration of the

applicable term or renewal period, as the case may be, and the Lessor shall confirm in writing its agreement to the renewed term within ninety (90) days thereafter.

17. So long as the Lessee uses the demised premises for the purpose limited by Clause 2 and provided the Lessee does not excavate in contravention of the provisions contained in Clause 3 then, notwithstanding anything to the contrary contained herein, the Lessor shall be and remain liable for any hazardous materials that are located on or under the demised premises, as at the date of execution of this lease, and are the result of the Lessor's prior use and occupancy of the demised premises (the "Hazardous Materials") and the Lessor hereby agrees to indemnify and save harmless the Lessee from and against any and all damages, losses, costs and expenses, claims, demands and actions caused by or arising from the presence of such hazardous materials. Provided that if the Lessee breaches the provisions of the said Clauses 2 and 3, it shall be liable for and shall indemnify and save harmless the Lessor from all damages, losses, costs and expenses, claims, demands and actions whatsoever which may arise or be made by any person, firm or corporation in respect of the demised premises or the use thereof or their proximity thereto; provided that such breach by the Lessee is the cause of or gives rise to the damages, losses, costs, and expenses, claims, demands and actions, in issue.
18. If access to the demised premises by the public is materially restricted or prohibited by any environmental cause that develops on the demised premises due to the existence of the Hazardous Materials described in Clause 17, and which does not arise as a result of a breach or default hereunder by the Lessee, the Lessee shall notify the Lessor in writing to correct such environmental problem and if the same is not corrected within a reasonable period of time the Lessee shall be at liberty to terminate this lease and to remove from the demises premises any structures, that it has installed thereon, as in its opinion are salvageable and recoverable; and, provided it removes such structures with due care and with the minimum possible damage to the demised premises, the Lessee shall not be assessable or responsible for reclamation of the demised premises.
19. It will duly perform and comply with all of its covenants and obligations in its capacity as grantee under the Right of Way Agreement. To the extent necessary to

enable the Lessee to enforce this covenant, the Lessee shall be deemed to be the assignee of the grantor as to the rights, benefits and obligations of the grantor under the Right of Way Agreement.

20. The Lessor shall comply, at its sole cost and expense, with all requirements of all provincial, federal and other applicable government authorities pertaining to its previous or present occupation and use of the demised premises.

THE LESSOR AND LESSEE FURTHER COVENANT AND AGREE AS FOLLOWS:

21. If and whenever the Lessee shall fail to comply with any of its covenants hereunder, after the Lessor has given notice to the Lessee, in writing, stating the default and such default has not been remedied within a reasonable period of time then the Lessor, in addition to any other rights or remedies it may have, shall, upon reasonable notice to the Lessee, have the right of re-entry and may remove all persons and property from the demised premises without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby and to have again, re-possess and enjoy the demised premises as of its former estate.
22. If and whenever the Lessor is entitled to or does lawfully re-enter, the Lessor may terminate this lease by giving thirty (30) days written notice thereof, and in such event the Lessee shall forthwith vacate and surrender the demised premises.
23. In the event of any breach of this lease by the Lessee, which is not remedied by the Lessee within a reasonable period of time, the Lessor, in addition to exercising any other remedies available to it, and whether it terminates this lease or not, may recover from the Lessee all damages it may incur by reason of such breach, including the cost of recovering the demises premises.
24. Upon reasonable notice in writing to the Lessee, the Lessor or its agents shall have the right to enter upon the demised premises to examine the same.

- IN WITNESS WHEREOF the parties hereto have executed these presents under seal by their proper signing officers.

PER: K. E. Yung

PER: [Signature]
ASSISTANT SECRETARY

PBR: James A. Fisher

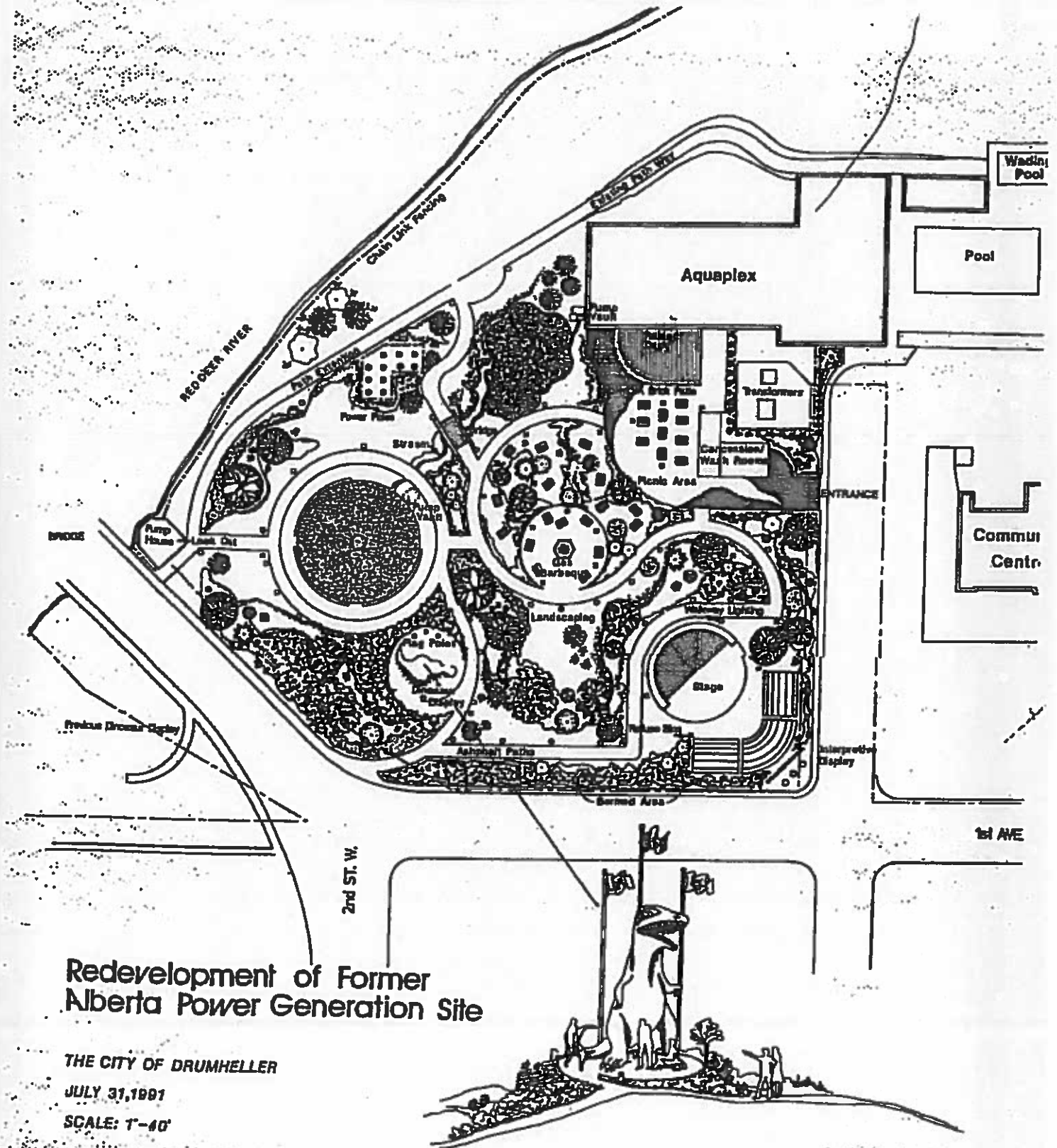
PER: MC Thomas

91-07-24

ALBERTA POWER LTD. PARK

<u>ID#</u>	<u>DESCRIPTION</u>	<u>MAX. DEPTH</u>	<u>GENERAL LOCATION</u>
01	LANDSCAPING		
	- Irrigation system complete with control power	2.5'	Entire Site
	- Trees	5' avg. 3'	Entire Site
	- Shrubs	3'	Entire Site
	- Flowers	1'	Entire Site
	- Sidewalks	1.5'	Entire Site
	- Paving Stones	1.5'	Entire Site
	- Wooden Decks & Shallow Footings	2'	Entire Site
	- Walkway Lighting (Power)	2.5'	Entire Site
	- Communication lines (Sound System)	2'	Entire Site
	- Walkway Lighting Bases	5'	Entire Site
	- Drinking Fountains	2'	Entire Site
	- Planters	2'	Entire Site
	- Fencing (Chain Link Near River)	3'	Entire Site
02	WATER FOUNTAIN		As Shown
	- Entire Base (Wading Pond)	4'	
	- Pump Vault	7'	
	- Power Supply	3'	
	- Drain System	7'	
03	WATER SUPPLY	12'	As Shown
04	STORM SEWER	7'	As Shown
05	BASE FOR DINOSAUR STATUE	6'	As Shown
06	STAGE	3'	As Shown
07	BARBECUE COMPLETE WITH GAS LINE	3'	AS Shown
08	SANITARY SEWER	9'	As Shown
09	SIGNAGE (APL COMMEMORATIVE PLAQUE AND INFO)	3'	Entire Site
10	SHELTER/CONCESSION	3'	As Shown
11	FLAG POLES	6'	As Shown
12	BULLARDS	4'	Entire Site
13	PICNIC TABLES & BENCHES	2'	Entire Site
14	GARBAGE RECEPTACLES	2'	Entire Site
15	STREAM/SWALE	2'	Entire Site

SCHEDULE "A" 2 of 3



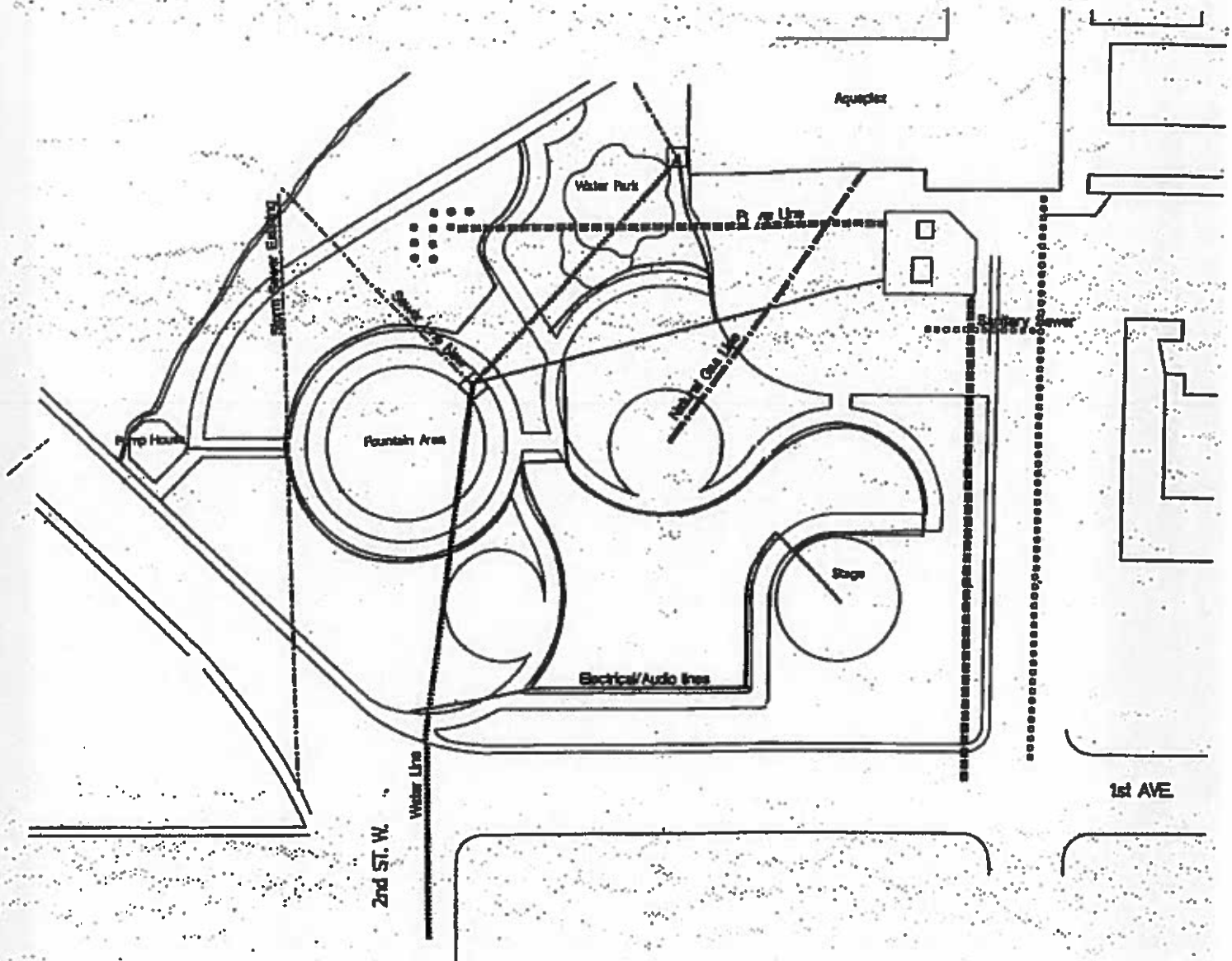
Redevelopment of Former
Alberta Power Generation Site

THE CITY OF DRUMHELLER

JULY 31, 1991

SCALE: 1"=40'

PALLISER REGIONAL PLANNING COMMISSION



Redevelopment of Former Alberta Power Generation Site

THE CITY OF DRUMHELLER

JULY 31, 1991

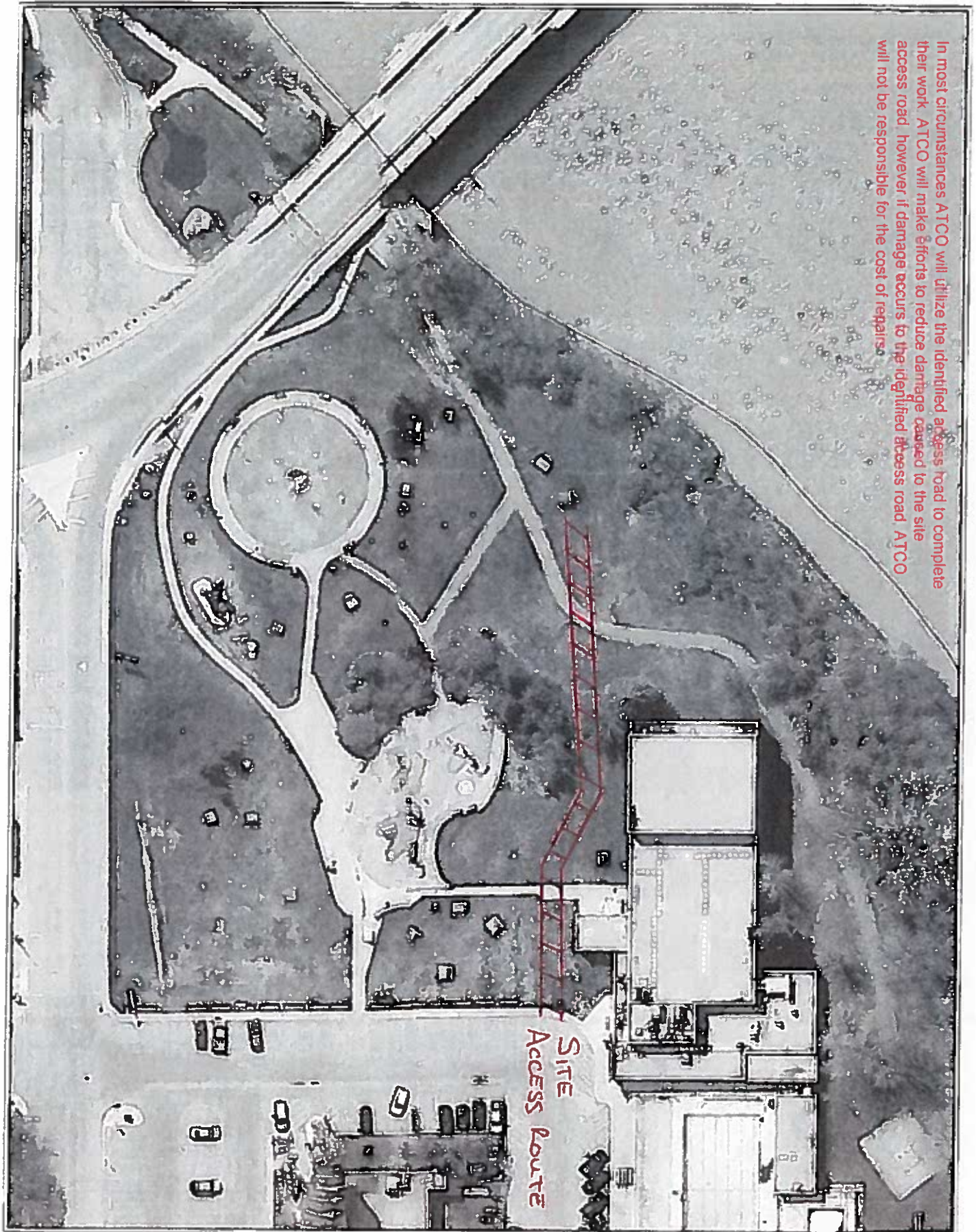
SCALE: 1" = 40'

LEGEND

- Natural Gas Line
- Sanitary Sewer
- Power Line
- Storm Sewer Line
- Water Line
- Electrical/Audio lines

PALLISER REGIONAL PLANNING COMMISSION

Agenda Item # 8.1.1




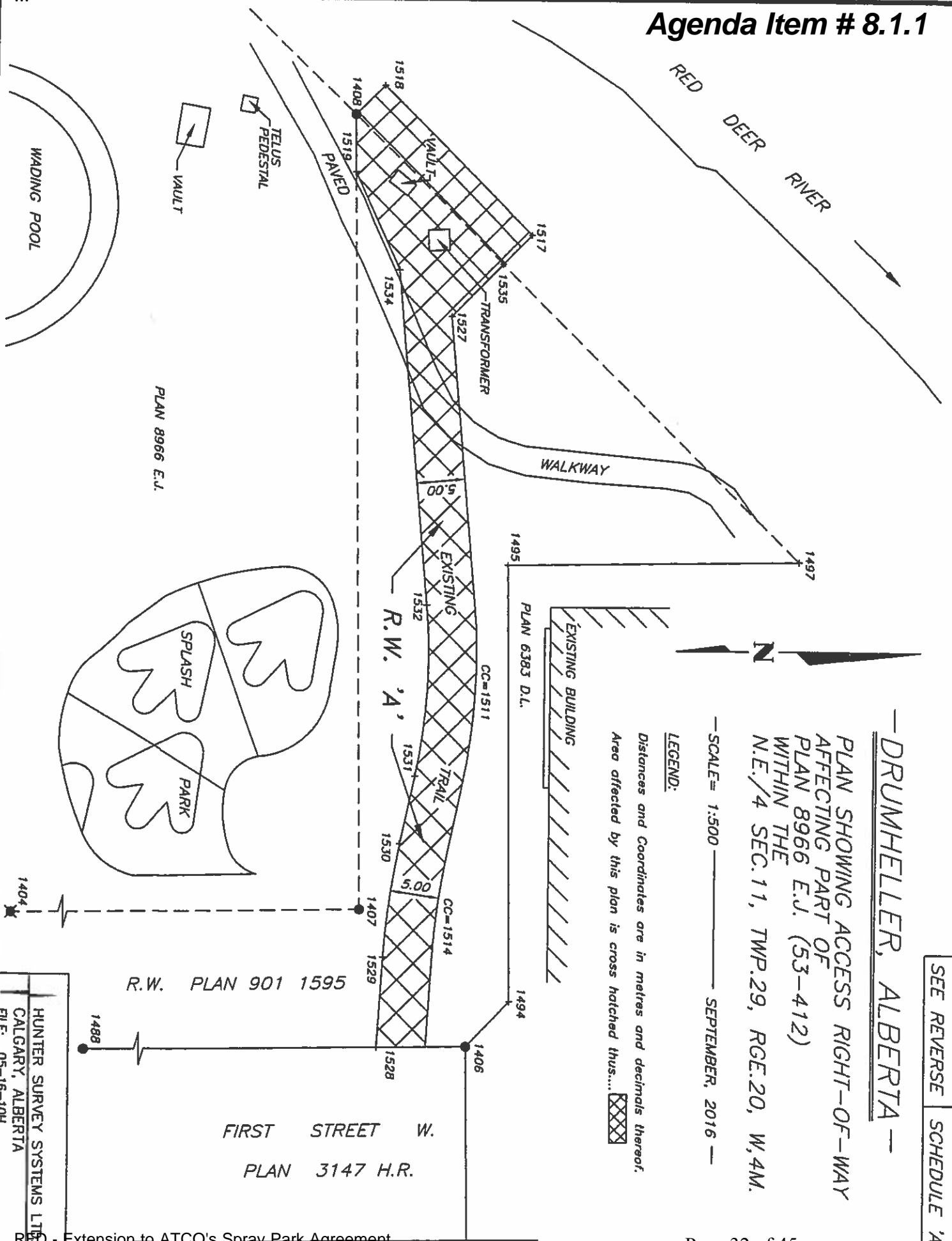
—DRUMHELLER, ALBERTA—

PLAN SHOWING ACCESS RIGHT-OF-WAY
AFFECTING PART OF
PLAN 8966 E.J. (53-412)
WITHIN THE
N.E./4 SEC.11, TWP.29, RGE.20, W.4M.

—SCALE= 1:500 — SEPTEMBER, 2016 —

LEGEND:

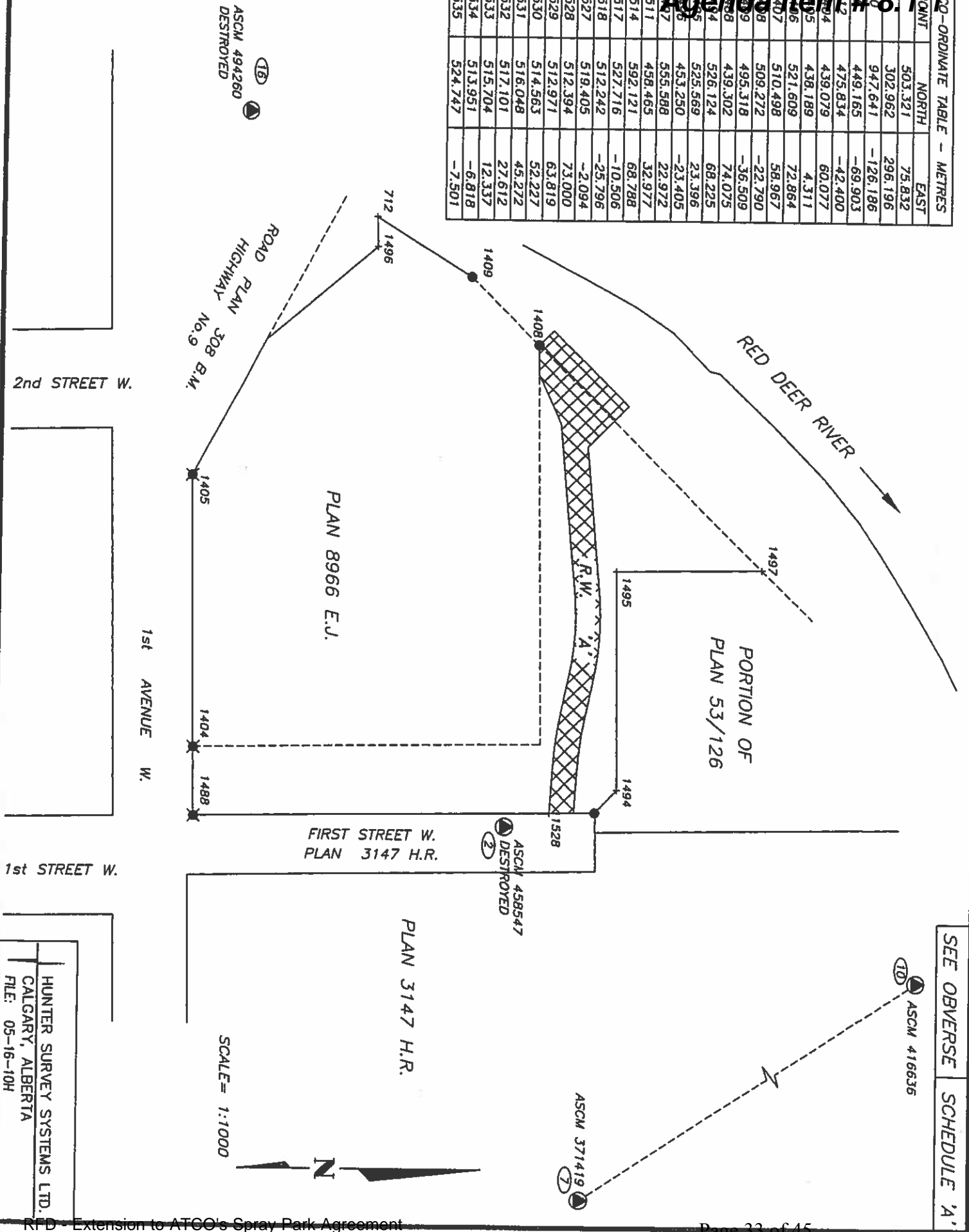
Distances and Coordinates are in metres and decimals thereof.
Area affected by this plan is cross hatched thus... 



CO-ORDINATE TABLE - METRES

POINT	NORTH	EAST
1	503.321	75.832
2	302.962	296.196
3	947.641	-126.186
4	449.165	-69.903
5	475.834	-42.400
6	439.079	60.077
7	438.189	4.311
8	521.609	72.864
9	510.498	58.967
10	509.272	-22.790
11	495.318	-36.509
12	439.302	74.075
13	526.124	68.225
14	525.569	23.396
15	453.250	-23.405
16	555.588	22.972
17	458.465	32.977
18	592.121	68.788
19	527.716	-10.506
20	512.242	-25.796
21	519.405	-2.094
22	512.394	73.000
23	512.971	63.819
24	514.563	52.227
25	516.048	45.272
26	517.101	27.612
27	515.704	12.337
28	513.951	-6.818
29	524.747	-7.501

Agenda Item # 8.11

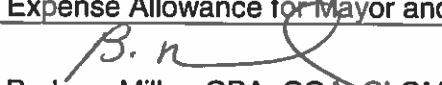
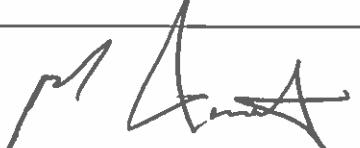




Request for Decision

Date: September 30, 2016	
Topic:	Council Policy No. C-03-16 Remuneration and Expense Allowance For Mayor and Council
Proposal:	Amend Article 3.3 Amend Article 4.1 Add Article 4.2
Proposed by:	Barbara Miller, Director, Corporate Services
Background	<p>Policy No. C-01-14 Remuneration and Expense Allowance for Mayor and Council, was adopted on February 10, 2014. Since that time, as the policy has been in practice, the following items have been identified as requiring a correction and/or clarity.</p> <p>Article 3.3 – In 2015 council determined that attendance at AUMA or FCM was eligible for compensation over and above the annual fixed remunerations by way of Per Diem payment. In order for per-diem payments to be in compliance with the policy, it is necessary to delete "Conventions and Conferences, such as AUMA or FCM or other government events" from Article 3.3</p> <p>Article 4.1 Per Diems – As it is currently written, the policy allots a maximum number of days available for attendance at meetings as authorized in advance by Council. Included in this maximum annual allotment is attendance at orientation and strategic business planning sessions and attendance at AUMA/FCM convention. In some cases, it has become necessary to exceed the annual allotment either due to attendance at meetings on Council's direction, or, because of mandatory attendance in order to meet committee obligations such as the four days mandatory training for Assessment Appeal Board members. Therefore, Article 4.1 has been amended to eliminate the cap on the annual number of days when authorized by Council or attendance is mandatory.</p> <p>Article 4.2 New – The cap of 5 days per Councillor and 10 days for the Mayor have been reclassified to include council orientation and strategic planning sessions with the remainder of the allocation to be used at the discretion of individual councillors for attendance at conventions, conferences or other government events such as AUMA or FCM.</p>
Benefits:	Amendment of the policy will better reflect the needs of Council in order to govern in an efficient and effective manner and ensure that remuneration paid is in full compliance with the policy.

Agenda Item # 8.3.1

Disadvantages:	<p>Failing to make the amendments suggested restricts councillors from receiving fair and proper compensation for attendance at meetings and other mandatory functions such as training sessions, once the annual allotment has been received. This can be especially inequitable when the demands of such attendance are not equally distributed.</p> <p>Additionally, by deeming the initially defined cap as an allocation for discretionary use, councillors have the ability to individually determine what training/events/conventions etc. best serves the community while meeting individual professional development needs and interests.</p>		
Finance/Budget Implications:	<p>The annual operating budget already includes the 5 day/10 day allocation. Additional costs to the budget would be a result of compensating for any meetings or mandatory training that are authorized by council in advance.</p>		
Source of Funds:	<p>Funding for council remuneration is through the annual operating budget.</p>		
Communication Strategy:	<p>Amended policy would be posted on Civicweb Drumheller along with the other current policies.</p>		
Recommendations:	<p>Council adopt the amendments to Policy No. C-03-16 Remuneration and Expense Allowance for Mayor and Council</p>		
Report Writer:	<p> Barbara Miller, CPA, CGA, CLGM Director, Corporate Services</p>	<p>CAO: </p>	



DRUMHELLER

COUNCIL POLICY

Agenda Item # 8.3.1



COUNCIL POLICY #C-03-16

Supersedes #C-04-14

REMUNERATION AND EXPENSE ALLOWANCE FOR MAYOR AND COUNCIL

THE PURPOSE OF THIS POLICY IS TO:

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

POLICY STATEMENT:

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

1.0 REMUNERATION AND COMPENSATION ARE HEREINAFTER OUTLINED

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

2.0 REMUNERATION REVIEW

Following a General Municipal Election, Council shall appoint an independent committee composed of Drumheller residents to review this Policy and report back to Council with recommendations. The appointment of the committee and the committee's report shall be completed within 90 days following a General Municipal Election.

3.0 ANNUAL REMUNERATION PAYMENTS

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

As of January 1, 2014

POSITION	HONORARIUM	GENERAL EXPENCE ALLOWANCE	ANNUAL REMUNERATION
Mayor	\$24,732.00	\$12,366.00	\$37,098.00
Councillors	\$12,958.00	\$ 6,479.00	*\$19,437.00

3.2 Mayor and Councillors salary shall increase retroactive to January 1st, 2013 by 3.0%, increase a further 3.0% effective January 1, 2014 and increase January 1st, 2015 by 3.5%. The Mayor and Council, for the remaining term of service, shall receive annual increases as set out in the negotiated Union Agreements for Local 4604 and Local 135. Should the increases between the two Unions vary, the Council shall receive the average of the Union Agreement settlements.

Page 2

Remuneration and Expense Allowance for Mayor and Council

3.3 The remuneration is in payment for:

- Regular council meetings
- Special council meetings
- Public or "Town Hall" meetings
- Attendance at Community Events
- Appointed committee meetings
- Meeting with individual ratepayers and community organizations
- Time spent in the execution of duties of the portfolio
- ~~Conventions and Conferences, such as the AUMA or FCM or other government events.~~

3.4 This general expense allowance is for:

- In-Town travel and car expense
 - In-Town entertaining for portfolio or committee responsibilities
 - Dry cleaning and laundry costs
 - Office supplies for personally owned equipment such as fax or computers
 - Incidental expenses incurred in the normal execution of duties
- As Revenue Canada deems travel costs to attend regularly scheduled council or committee meetings is of a personal nature, this type of expense is not included in the general expense allowance, and is not reimbursed.

3.5 The Task Force recommends that a 3% pension or RRSP for members of Council with matching contributions be implemented as part of the benefit package.

4.0 PER DIEMS

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

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

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

The per diem is for Full Day meetings as authorized in advance ~~either~~ by Council or vicariously through committee appointment where attendance is mandatory to fulfill responsibilities of committee appointments and excludes meetings as outlined in Clause 3.3. ~~but specifically includes Council orientation and strategic and business planning sessions, retroactive to the October 21, 2013~~

~~4.2 A Per Diem of up to 5 days annually per Councillor and 10 days annually for the Mayor shall be paid for attendance at meetings, conventions or other business on behalf of the Town, but specifically includes Council orientation and strategic and business planning sessions. The balance of the annual per diem allotment is to be used to attend meetings, conventions etc. at the individuals discretion. The annual per diem for Councillors shall be capped at 5 days. Annual per diem for the Mayor shall be capped at 10 days, unless additional meetings are preapproved by Council during a Regular Council meeting.~~

4.2 3 In such case as a Local State of Emergency is declared by Council, the Mayor and Councillors duties relating specifically to emergency operations and coordination, in excess of 4 hours per day shall qualify the parties for per diem, subject to approval from Council. Any per diem days related to a Local State of Emergency shall not count against the maximum per diem days allowed per year.

Page 2

Remuneration and Expense Allowance for Mayor and Council

5.0 ADDITIONAL EXPENSES

5.1 Additional expenses will be reimbursed for items related to:

- Education
- Conventions registrations
- Out of Town travel or lodging

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

5.3 Non receipted meal allowances shall be increased as follows:

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

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

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

Policy C-04-14 is hereby repealed.

Adopted by Council
Date: October 3, 2016

Mayor of Drumheller

Chief Administrative Officer

Amendments
October 3, 2016 Resolution no.



Request for Decision

Date:	October 3, 2016
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Topic:	2016 Tax Recovery Public Auction		
Proposal:	As part of the tax recovery process under the <u>Municipal Government Act</u> , properties with a tax caveat registered against them must be offered for public auction one year after the date of the tax caveat. The properties due for auction now had caveats registered against them in 2015. As part of this process Council must set the terms and reserve bids for the properties in question. In the past, the terms have been cash and the reserve bid for each property has been equal to its current year's assessment.		
Proposed by:	Barbara Miller, Director of Corporate Services		
Correlation to Business (Strategic) Plan	N/A		
Benefits:	<p>Section 419 of the <u>Municipal Government Act</u> states that Council must set a reserve bid for each property and the reserve bid must be as close to market value as possible.</p> <ul style="list-style-type: none"> The property assessment value is updated on an annual basis and is based on the mass appraisal approach. These are preliminary values as of July 31, 2016. This method is the cheapest and quickest method in determining a reserve bid especially since any costs associated with the auction are charged back to the property. 		
Disadvantages:	An individual property appraisal report is not conducted. This method is more accurate than the mass appraisal standards used for assessments. However, it is cost prohibited for many of the properties being auctioned in 2017 as most properties are eventually redeemed by the owner. The cost of a property appraisal would be passed on to the property owners.		
Alternatives:	The properties could be appraised by a professional appraiser to determine the proper reserve bid.		
Finance/Budget Implications:	Costs associated with the auction are applied against the properties on the auction list.		
Operating Costs:	N/A	Capital Cost:	N/A
Budget Available:	N/A	Source of Funds:	N/A
Budget Cost:	N/A	Underbudgeted Cost:	N/A

CORPORATE SERVICES

Telephone: (403) 823-1311

Council – RFD – Tax Recovery Reserve Bid Report - 2016	Created By: Barbara Miller, CPA, CGA, CLGM 9/28/2016 9:47 AM	1
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Agenda Item # 8.3.2

Communication Strategy:	The <u>Municipal Government Act</u> requires specific advertising and notification steps: Advertised in The Alberta Gazette – November 15, 2016 Letters to property owners and those with an interest – on or about December 16, 2016 Advertised in local newspaper – January 13, 2017 Auction – January 27, 2017		
Recommendations:	That Council set the assessed value as the reserve bid price for properties for the January 27, 2017 tax recovery auction. Furthermore, the successful bidder must pay via cash, or cash equivalent.		
Report Writer:	 Barbara Miller	CAO:	
Position:	Director of Corporate Services		

Council – RFD – Tax Recovery Reserve Bid Report - 2016	Created By: Barbara Miller, CPA, CGA, CLGM 9/28/2016 9:47 AM	2
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Agenda Item # 8.3.2

Town of Drumheller 2016 Tax Auction Property List

Assessment #	Legal Description	Civic Address	Type	Preliminary Assessment Values - July 31, 2016
01002855	0510043/11/2	100 - 6 Avenue SE	(HWY-C) Commercial w/Building	\$ 4,800,000.00
01006303	4653BC/6/N 1/2 OF 17&18	550 - 2 Street SW	(R-1A) Residential w/Building	\$ 136,000.00
01010800	4653BC/9/11	461 - 1 Street SW	(R-1A) Residential w/Building	\$ 180,000.00
01012301	2089BN/11/1&2	407 - 3 Street E	(R-1A) Residential w/Building	\$ 185,000.00
01016500	2089BN/12/32	436 - 3 Street E	(R-1A) Residential w/Building	\$ 70,000.00
01040401	7710AP/23/34	274 - 2 Street W	(DT) Residential w/Building	\$ 90,000.00
02007904	2691BC/33/26	124 - 3 Street W	(R-3) Residential w/Building	\$ 86,000.00
02011500	2193CC/41/2	305 - 4 Street W	(DT) Commercial w/Building	\$ 130,000.00
02021905	7251CK/47/14	740 - 3 Avenue W	(R-3) Residential w/Building	\$ 135,000.00
04015004	8017GH/2/1	111 - 7 Avenue SE	(M-1) Residential w/Building	\$ 150,000.00
04015103	8017GH/2/2	113 - 7 Avenue SE	(M-1) Residential Land Only	\$ 20,000.00
04022018	6305FC/-PRT OF 1	807 Highway 9 S	(HWY-C) Commercial w/Building	\$ 330,000.00
06009500	6416EO/A/SE 1/2 OF 1	11 Grove Avenue	(R-1) Residential w/Building	\$ 225,000.00
07025860	111097/01/1/4	819 - 3 Street SW	(R-1A) Residential Land Only	\$ 66,000.00
07025878	111097/01/1/3	815 - 3 Street SW	(R-1A) Residential Land Only	\$ 62,000.00
14001606	8011334/2/PRT OF 2	277 River Drive, East Coulee	(SCR) Residential w/Building	\$ 70,000.00
16005605	678CR/1/9	74 - 1 Street E, Rosedale	(R-1) Residential w/Building	\$ 154,000.00
16023806	4676CH/1/5	39 - 1 Avenue N, Rosedale	(R-1A) Residential Land Only	\$ 115,000.00
16036006	4676CH/4/28-29	56 - 2 Avenue S, Rosedale	(C-1) Residential w/Building	\$ 105,000.00
19039403	9111062/-/1	336 - 1 Street N, Rural Central	(M-2) Commercial Land Only	\$ 50,000.00
19039601	9111062/-/2	342 - 1 Street N, Rural Central	(M-2) Commercial Land Only	\$ 60,000.00
19044083	0911282/3/2	5355 Highway 10, Rural Central	(CR) Residential w/Building	\$ 220,000.00

No Manufactured Homes (Mobile Homes) for 2016 Tax Sale



COUNCIL REPORT

Prepared by: Barbara Miller, CPA, CGA, CLGM

Date: September 29, 2016

Subject: **2016 Strategic Initiative – “Friends of” Society**

Background

Council has expressed an ongoing desire to see the formation of a new organization in Drumheller for the purpose of furthering recreation and culture within the community with the hope that future operational and capital needs can be financially supported through its fundraising efforts.

In order for this idea to develop, one first has to determine which type of organizational structure, foundation or other charitable organization, would be best suited to achieve its purpose. Foundations are deemed either public or private with the difference being private foundations do not meet the requirement of more than 50% of its directors, trustees or officers dealing at arms length.

In 2013, administration presented to council on the differences between a charitable organization and a foundation. As a reminder, the fundamental differences between the two are that foundations focus on funding qualified donees, while other charitable organizations focus on carrying on their own charitable activities [1]; and, foundations start with an endowment that cannot be accessed, therefore the level of annual funding available for charitable activities is limited to the interest earned.

At that time council considered the logistics of establishing a community foundation and determined that a foundation was not the desired organizational structure. Direction was next given to further research the feasibility of creating a “Friends of” Society and subsequently an RFD was presented in December 2013.

Benefits of a being a registered Society that were listed within the RFD included (a) having the ability to access gaming funds through AGLC and (b) eligibility to apply for provincial grants not available to municipalities. The main disadvantages identified were (a) that the municipality must remain at arms length, and (b) that a group of core volunteers were a critical success factor.

The need for an organization in Drumheller for the purpose of furthering recreation and culture within the community continues and council has identified this need as a strategic priority. As a result, Alberta’s Societies Act has recently been revisited to identify what steps are necessary to become a registered Society in order to move this initiative forward so that in the not so distant future, recreation and culture interests in the community can benefit from its efforts and funding opportunities.

Following is a summary of the process

What is a Society?

Societies are formed by five (5) or more people who share a common recreational, cultural, scientific, or charitable interest. Societies may or may not be incorporated and may or may not have charitable status. Guidelines suggested that if the intent of the Society is to raise most of its funds through activities such as fundraising events where no charitable donation tax receipts need to be issued, there is little or no advantage to obtaining charitable status.

As stated in 2013, a core group of volunteers remains a critical success factor.

Why Incorporate?

Although incorporation is not a requirement of an Alberta registered Society, for legal reasons it is highly recommended. Incorporation protects members of the society in that they may not be held personally responsible for any debts the society may incur. Additionally, an incorporated society may own property, enter into contracts, becomes more legitimate to potential supporters and meets eligibility for some government grants as well as the first step in eligibility to become a registered charity with Revenue Canada.

Necessary Steps

Following are the steps necessary to register a society within Alberta

- Choose a Name
 - A society name is made up of three elements, all of which must be present in the name but not in any particular order. The three elements required are the distinctive, descriptive and legal elements.
 - The distinctive element is a unique word or location that makes the society's name different from any other such as - Drumheller
 - The descriptive element describes what the society is or does such as - Friends of Recreation and Culture or Recreation & Culture Supporters
 - The final element is the legal descriptor such as Society or Association
 - Obtain NUANS Report. This is a legal search on the name that is selected to ensure that it is available for registration

When choosing a name, it is beneficial to be able to select one that provides a catchy nickname or acronym, one that is easy to remember, one that readily identifies its purpose, one that is enduring over time.

- Determine the purpose(s) for the new society
 - This is a statement that contains the organizational goals and objectives. This statement is extremely important for it can limit what the organization has the legal capacity to do.
 - Should the society wish to become a registered charity with Revenue Canada, the objectives of the society must meet the requirements of the Canada Revenue Agency (CRA) which has four specific categories that an organization must fall within to qualify as a charitable organization. The four categories include (1) *Purposes that Relieve Poverty* which in the charitable sense means – providing relief to the poor such as

"relieving poverty of low income persons by providing food and basic health care" (2) *Purposes that Advance Education* which in the charitable sense means – formally training the mind, advancing knowledge and abilities of the recipient or improving a useful brand of human knowledge such as "advancing education by conducting research into (topic) and making results publicly available (3) *Purposes that Advance Religion* and (4) *Certain other Purposes Beneficial to the Community in a way the law regards as charitable* such as "promoting health by providing the public with medical diagnostic equipment" or "advancing the public's appreciation of the arts by"

It is important to note that the Town of Drumheller is registered to issue tax receipts when donations are made for specific purposes such as the construction of the BCF. Providing the municipality receives the monetary contribution and controls the expenditure, tax receipts could be issued through the Town of Drumheller eliminating the need for the Society to become a registered charity with CRA.

Having the Town manage the monetary contributions and control the expenditures of a specific project so that tax receipts can be issued is currently available to all organizations operating within the Town. Most recently, Drumheller Association Skatepark Enthusiasts (DASE) partnered with the Town to raise funds for the new development.

This opportunity may not be well known within the community and should be better communicated to the various organizations.

Once defined, the initial purpose may evolve over time and can therefore be amended after incorporation.

➤ Prepare Bylaws

- Bylaws are required to formally define the organizations governance structure and includes items such as (a) Membership – who, how, conditions, termination of, (b) Officers – number of officers, how they are chosen, term, duties and (c) Meetings – how general and special meetings are to be called etc.

➤ Registration

- Registration is through Corporate Registries of Alberta under the Societies Act at a cost of \$50.00
- Once registered as a Society, additional registration as a charitable organization through Service Alberta is required at a cost of \$60 per year should the organization intend to/or finds that it has raised more than \$25k per year from requests for donations
- Licensing fees for raffles (total ticket value of \$10k or less), etc are available online on an individual event basis

Next Steps

In order to move forward on this strategic initiative, the following action(s) are necessary

- Establish Purpose - council to consider/debate the purpose/scope of the new society. To recruit founding society members, a solid understanding of the desired purpose would be necessary in order to articulate the need of such a new organization to community members considering membership
- Determine entity name – council to determine if this step is for founding members to debate/decide on, or is this something that council would like to participate in
- Establish bylaws – council to assist in facilitating the creation of the bylaws , for the founding members to debate/decide upon.
- Recruit Founding Members – council and administration to begin recruitment of at least five (5) people willing to serve as the founding members of the organization.