

Town of Drumheller COUNCIL MEETING AGENDA

**November 28, 2016 at 4:30 PM
Council Chamber, Town Hall
224 Centre Street, Drumheller, Alberta**



Page

1.0 CALL TO ORDER

2.0 DEPUTY MAYOR'S OPENING REMARK

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

3-9 5.1.1 Regular Council Meeting Minutes of November 14, 2016

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

10-15 5.2.1 Municipal Planning Commission Meeting Minutes of September 15, 2016

5.3. BUSINESS ARISING FROM THE MINUTES

6.0 DELEGATIONS

6.1 Red Cross - Melanie Soler

6.2 Drumheller Public Library 2017 Budget Overview - Chair Vanessa Page and Board Member Julia Fielding

7.0 COMMITTEE OF THE WHOLE RECOMMENDATIONS

8.0 REQUEST FOR DECISION REPORTS

8.1. CAO

8.1. CAO

8.1.1 RFD - Appointment to the Economic Development Task Force

16-22 8.1.2 RFD - Drumheller Off Road Vehicle Association Lease Renewal

23-30 8.1.3 RFD - Lease and Operational Agreement between the Town of Drumheller and Drumheller Solid Waste Management Association

8.1.4 2017 Budget and Utility Rates Timelines

8.2. DIRECTOR OF INFRASTRUCTURE SERVICES

31-32 8.2.1 RFD - Solid Waste Collection Tender Award

8.3. DIRECTOR OF CORPORATE SERVICES

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

33 13.1 Deputy Mayor Jay Garbutt - Sandstone Manor 2017 Budget

14.0 IN-CAMERA MATTERS

14.1 Labour Matter

**Town of Drumheller
COUNCIL MEETING
MINUTES**

November 14, 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

1.0 CALL TO ORDER

Mayor Yemen called the Regular Council Meeting to order at 4:30 pm.

2.0 MAYOR'S OPENING REMARK

Mayor Yemen thanked the Royal Canadian Legion Branch No.22 for doing an excellent job with the Remembrance Day ceremonies, and stated that it was very well attended.

3.0 PUBLIC HEARING

4.0 ADOPTION OF AGENDA

MO2016. 152 Zariski, McMillan moved to adopt the agenda as presented. Carried unanimously.

5.0 MINUTES

5.1. ADOPTION OF REGULAR COUNCIL MEETING MINUTES

- 5.1.1 Organizational Meeting Minutes of October 31, 2016
Regular Council Meeting Minutes of October 31, 2016

MO2016. 153 Garbutt, Shoff moved to adopt the Organizational Meeting minutes of October 31, 2106. Carried unanimously.

MO2016. 154 McMillan, Hansen-Zacharuk moved to adopt the Regular Council Meeting minutes of October 31, 2106. Carried Unanimously.

5.2. MINUTES OF MEETING PRESENTED FOR INFORMATION

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

- 8.1.1 Bylaw 13.16 being a bylaw to close a portion of airspace above a public street (East Coulee Hotel) - second and third readings

R. Romanetz advised that the Public Hearing and first reading of Bylaw 13.16 took place on July 25, 2016. He stated that the attached letter from Alberta Transportation outlines that they have now agreed to the road closure, and the sale or lease of the property can now proceed. This allows Council to proceed with second and third readings of the bylaw. R. Romanetz advised that the market value of the land, as well as the survey, legal and land appraisal costs, is the responsibility of the owner. Councillor Garbutt asked if the applicant is still in a position to move forward with the project. R. Romanetz responded that the owner has met with our Development Officer and has discussed the various safety codes permits, etc., with the Safety Codes Officer, but has not formally applied for permits.

MO2016. 155 Shoff, Garbutt moved second reading of Bylaw 13.16. Carried unanimously.

MO2016. 156 Kolafa, Hansen-Zacharuk moved to give third and final reading of Bylaw 13.16. Carried unanimously.

8.1.2 RFD - Appointment to Marigold Library Board

R. Romanetz advised that the attached letter from the Drumheller Public Library Board [DPLB] recommends the appointment of Margaret Neilson as the Town's representative to the Marigold Regional Library System Board [MRLSB]. Councillor Kolafa, who sits on

the DPLB, advised that Ms. Neilson's term on the DPLB has expired, but she is eligible to serve on the MRLS Board, which would be to the Town's benefit considering her years of knowledge and experience. In response to a question from Council, discussion was held on the options to retain current board members, and how best to attract younger members that can serve multiple terms. CAO R. Romanetz advised that the maximum terms a member can sit on the Library Board is set by provincial legislation.

MO2016. 157 Kolafa, Shoff moved to approve the appointment of Margaret Neilson as the representative to the Marigold Regional Library System Board to expire on the date of Council's Annual Organizational meeting in 2019. Carried unanimously.

8.2. DIRECTOR OF INFRASTRUCTURE SERVICES

8.3. DIRECTOR OF CORPORATE SERVICES

8.3.1 RFD - Banking Services Contract Award

B. Miller advised that the banking services contract awarded to Chinook Financial has expired. In September, a Request for Proposals was posted. She further advised that responses were received from all six local banking institutions, and all of the proposals met the Town's banking services needs. She further advised that, after the evaluation process, the top two proposals were Chinook Financial and Scotia Bank. B. Miller stated that both banks have local branches, and a five year contract will allow us to have stability in our fees. She further advised that there is a disruption when transitioning to a new financial institution, and that it will take six to ten weeks to transfer over all the necessary information. B. Miller advised that Scotia Bank has offered a \$ 5,000 payment to offset the cost of transitioning. Councillor Hansen-Zacharuk asked if the \$ 5,000 payment from Scotia Bank will cover a good portion of the additional cost of switching to another institution, and if the switch would be worth it in the long run. B. Miller replied that this amount will cover a good portion but not the entire cost of switching, and advised that, even if we doubled the transition cost, we would still be about \$ 65,000 ahead of where we currently are. R. Romanetz advised that a lot of the staffing costs are already there regardless, and are not necessarily an additional cost, as some staff efforts would be redeployed. In response to a question from Council, R. Romanetz advised that the Banking Services Request For Proposals was called for in accordance with existing Town policy.

MO2016. 158 Garbutt, Hansen-Zacharuk moved to award a five [5] year contract for the provision of banking services for the Town of Drumheller and its affiliates being the Drumheller & District Solid Waste Management Association and the Red Deer River Municipal Users Group to Scotia Bank under the terms and conditions as outlined within the proposal submitted in response to the RFP issued September 12, 2016. Carried unanimously.

8.4. DIRECTOR OF COMMUNITY SERVICES

8.5. DIRECTOR OF PROTECTIVE SERVICES

9.0 PRESENTATION OF QUARTERLY REPORTS BY ADMINISTRATION

9.1 CAO Quarterly Report from July to September, 2016

R. Romanetz advised that the corporate priorities were recently reviewed with Council during the Strategic Planning sessions. A summary of the completed priorities he highlighted is as follows:

- Tourism Levy Report - Schedule B was removed from Bylaw 04.16; the Town contributed \$ 40,000 to Travel Drumheller in 2016; Travel Drumheller will attend Council to provide their needs for 2017 on November 2, 2016.
- Infrastructure Master Plan - two components require discussion: the Offsite Levy Model and the Capital Financing Strategy. Administration will provide updated information for Council in January, 2017.
- Land Use Bylaw Amendments - a number of changes were completed, including the new definitions for granny or garden suites, media production services, medical marijuana production facility, mural and self storage facility, modifications to secondary suites and relaxation/variance of development standards, and the requirement for an Emergency Response Plan under Section 75 of the Land Use Bylaw.
- Airport – Mayor Yemen and R. Romanetz met with Kneehill and Starland Counties to discuss cost sharing opportunities - some good suggestions were brought forward from Kneehill County, which were passed on to D. Drohomerski to pursue. As per Council's direction Administration is investigating what other municipalities are employing as cost recovery options; this information will be included as part of the 2017 budget deliberations as well as long term Capital requirements as they relate to 2017 and beyond.
- Community Entity/Friends of Society - B. Miller has scheduled an initial meeting for November 16, 2016 to allow for discussion relating to next steps to be taken.
- Regional Collaboration - Mayor Yemen and R. Romanetz met with Kneehill and Starland Counties to discuss potential collaboration projects. R. Romanetz advised that there will be an opportunity to submit additional projects prior to the December 16, 2016 deadline established by the Province. Projects under consideration include washrooms improvements at the Hoodoos, the Swinging Bridge and Horseshoe Canyon.
- Flood Mitigation - Administration has worked with Council to create a package of information that will be available to the public in the November 18, 2016 edition of the Insider that will address a number of questions and provide an update on efforts to date.
- Organizational Improvements - The Content Management Committee continues to work on updates to the website, and has made several positive improvements in the last two years.
- Software Integration - recommendations will be included in the Asset Management Report once the template has been approved; the current software will be assessed

to determine what will be integrated or removed to ensure that we are not duplicating efforts.

- Landfill Operations – T. Nygaard and R. Romanetz developed Operational and Lease Agreements between the Town and the DDSWMA members which identify all of the areas where the Town and DDSWMA cooperate. The DDSWMA has indicated their support for the agreement, which will be brought to Council at the November 28 Regular Meeting.
- Outstanding Issues - Administration is determining next steps for the Aquaplex Modernization project – D. Drohomerski will provide and update within his Quarterly Report. Received as information.

9.2 Director of Infrastructure Services' Quarterly Report July to September, 2016

A summary of projects highlighted by D. Drohomerski is as follows:

- Spray Fountain - repairs were completed and the fountain ran all summer; will assess the need for any further repairs during the winter months as part of regular maintenance.
- Infrastructure Master Plan - will be brought to Council for approval in early 2017.
- Green Initiatives – The recycled tire trail structure behind the BCF has been completed. The project was funded by the Elks through an Alberta Recycling grant; signage to acknowledge the funding efforts will be erected soon.
- Street Improvement Program - Due to the unexpected amount of rain this summer the work took longer than anticipated; some remediation work will continue in the spring.
- Cast Iron Water Main Replacement - nearing the end of the project work; there was a lot of interaction between our contractor and other utility contractors, and a number of delays were due to work overlap, which prolonged the work past expected timelines.
- East Coulee Fill Station Landscaping - landscaping and tree planting has now been completed.
- Solid Waste Collection Contract - currently reviewing the RFP submissions and will bring the Request for Decision to the November 28 Regular Meeting.
- Aquaplex Modernization/Retrofit Project - working with the consultants to determine the next stage of the project; potential for combining both contracts under one general contractor; investigating cost savings strategies for overhead and construction costs; the Request for Proposals will be posted in early January 2017.
- Arena Handrail – the handrails installation in the Arena was completed in October; positive feedback has been received from the public.
- Town Entrances and Beautification - two stamped concrete medians on Highway 9 South between 8th Avenue SE and 10th Avenue SE have been completed; planters for these medians will be purchased this winter for spring installation.
- Utility Bylaw - the draft bylaw prepared by Administration is with the Town Solicitor for review.

- Airport Report – the installation of new cameras and other weather related equipment has been completed.

Received as information.

9.3 Director of Corporate Services' Quarterly Report July to September, 2016

B. Miller provided the Corporate Services' Quarterly Report July to September, 2016.

Councillor Zariski asked if there is a budget or grant funding for the Canada 150 celebrations. R. Romanetz advised that we were looking for advice from the Heritage Arts Committee as to what would be a reasonable budget, and that he is not aware of any federal monies available. Received as information.

9.4 Director of Community Services' Quarterly Report July to September, 2016

P. Salvatore provided the Community Services' Quarterly Report July to September, 2016.

Mayor Yemen requested that Administration take care of the issue of smokers standing outside of the BCF. P. Salvatore replied that he will look into the issue and report back to Council.

Councillor Garbutt asked if P. Salvatore would provide a quarterly spreadsheet for Council's information identifying the attendance and budget information for the various recreation facilities. P. Salvatore stated that he could, it would be a matter of getting the staff into the habit of tracking the information to make this happen. He further stated that some information will be more useful when viewed as the overall year, rather than quarterly. R. Romanetz advised that the Activenet software that Community Services uses has multiple reporting capabilities.

Councillor Shoff stated that, as a member of the Economic Development Task Force, she has noticed the Chamber of Commerce, Tourism and Community Futures working together for the betterment of the Town as a whole. She thanked P. Salvatore, and noted that it is great to see the collaboration. Received as information.

9.5 Director of Protective Services' Quarterly Report July to September, 2016

G. Peters provided the Protective Services' Quarterly Report July to September, 2016.

Discussion was held regarding Drumheller Firefighters potentially being trained as First Responders and the Province's concept of new non-emergency medical transport vehicles.

Councillor Shoff advised that she received an email from Alberta Health Services seeking discussion items for an upcoming meeting; she offered to forward any concerns to AHS. Mayor Yemen asked that Councillor Shoff respond with the following concerns:

- Is their expectation deployment of a volunteer fire department to assess and perhaps transport medical patients?
- Using ambulances to transport non-emergency medical patients takes away that asset/ambulance from the community's emergency service.

Councillor Zariski asked who attends the annual Safety Meeting. G. Peters replied that all Town staff attend the meeting. R. Romanetz advised that this includes the CAO, and

that the intent of the annual Safety Meeting is to ensure that all staff recognize the importance of working safely, have input into the organization's safety, recognize good work, and ensure that we pass the AMHSA audit and focus on the safety priorities. Councillor Zariski advised that the current Citizens on Patrol group is interested in getting more involved/helping out with disaster management and emergency situations.

Councillor Shoff asked if there are a lot of false alarms, and if a false alarm bylaw will need to be developed. G. Peters replied that the Fire Department attended 25 false alarms during this quarter. He further advised that other communities have a false alarm bylaw in place whereby the Fire Department and RCMP charge for repeated false alarms. R. Romanetz advised that we need to review cases where there is a number of repeat offences. Received as information.

10.0 PUBLIC HEARING DECISIONS

11.0 UNFINISHED BUSINESS

12.0 NOTICE OF MOTION

13.0 COUNCILLOR REPORTS

13.1 Councillor Tara McMillan - Valley Bus Society Report

Councillor McMillan provided an overview of the Valley Bus Society meeting held on September 20, 2106.

14.0 IN-CAMERA MATTERS

There being no further business, Mayor Yemen declared the meeting adjourned at 5:52 pm.

Chief Administrative Officer

Mayor



**Municipal Planning Commission
MINUTES
Meeting of Thursday September 15, 2016**

- Present:** Paul Salvatore, Director of Community Services – arrived 12:04pm
Julie Steeper, Development Officer
Linda Taylor, Recording Secretary
Clayton Gillis, Member - Chair
Sharon Clark, Vice Chairperson
Stacey Gallagher, Member - exit 1:32 pm
Scott Kuntz, Member
- Absent:** Tom Zariski, Councillor/Member - Regrets
Sharel Shoff, Councillor/Member – Regrets
Cynthia Cvik - Palliser Regional Municipal Services Representative - Regrets
- Delegation:** Diana Devereaux – T00238-16D
Harjot Kahlou – T00239-16D
Joban Turna – T00239-16D

1.0 CALL TO ORDER – 12:00 pm

C. Gillis presented the Agenda for September 15, 2016 meeting.

1.1 Agenda – Additions or Deletions

No additions

One deletion – 3.2 T00228-16D – SPC Solutions – Manufacture Home

1.2 Acceptance of Agenda

Motion: S. Gallagher moved to accept the agenda of September 15, 2016 with the deletion as noted

Second: – S. Kuntz. Carried

2.0 MINUTES FROM PREVIOUS MEETINGS

2.1 September 15, 2016

Motion: S. Clark moved to accept the minutes of September 1, 2016 as presented.

Second: – S. Gallagher. Carried



3.0 DEVELOPMENT PERMITS

3.1 T00226-16D – Bertamini / Gallagher - Bench

S. Gallagher recused herself from this development permit.

J. Steeper presented Development Permit T00226-16D submitted by Karen Bertamini & Stacey Gallagher for a bench sign located at 170 Centre Street, Drumheller on Plan 3099AD; Block 30; Lots 16, 17. Zoning is C-B Central Commercial District.

J. Steeper advised this dual bench sign would be located against the building.

J. Steeper read from the Land Use Bylaw;

"6. Bench Signs

One (1) Bench sign may be permitted per site at the discretion of the Municipal Planning Commission, provided that;

- (a) The bench sign is located in an approved location in accordance with this section so that it is of benefit to the general public as an amenity, not solely for the purpose of signage;*
- (b) Exterior finish and appearance is in general conformance with surrounding land uses;*
- (c) All bench signs shall be designed and constructed with a similar theme and appearance throughout the site and maintained to a standard as required by the Development Authority;*
- (d) One (1) Bench sign may be permitted per site at the discretion of the Municipal Planning Commission, provided that;*
 - (i) Orientation of bench signs along a public street shall be parallel to the street for the safety and security of pedestrians and community appearance;*
 - (ii) the setbacks are consistent for all bench signs along the same street with a minimum setback of 3.0 m (10 ft.) from a curb or 1.5 m (5 ft.) from a property line, whichever is the greater distance or as otherwise approved by the Municipal Planning Commission;*
 - (iii) Bench sign locations shall be easily accessible by pedestrians with ground cover, landscaping, elevation and location to be detailed in the application;*
 - (iv) Bench signs shall be located adjacent to a building, a public sidewalk or pedestrian trail and in an area where pedestrian foot traffic is expected;*
 - (v) There is a minimum 100 metre (328 ft.) separation from any other Bench sign and all bench signs are located with consistent spacing requirements along the same street."*

Municipal Planning Commission Members discussed the application.

Motion: MPC tabled Development Permit T00217-16D submitted by Karen Bertamini & Stacey Gallagher for a bench sign located at 170 Centre Street, Drumheller on Plan 3099AD; Block 30; Lots 16, 17, for more information on the proximity of other bench signs as per land use bylaw.

3.2 T00228-16D—SPC Solutions—Manufacture Home - **WITHDRAWN**



3.3 T00229-16D – Rob Kwiciak – Garage

J. Steeper presented Development Permit T00229-16D submitted by Rob Kwiciak for a detached garage located at 405 11 Street East, Drumheller on Plan 5913JK; Block 11; Lots 22. Zoning is R-1 Residential District. Accessory buildings are a permitted use in this district.

J. Steeper advised the detached garage would be placed in the North West corner of the property. The garage is within the allowable set backs. This property also has an existing shared double car garage joined at the property line; the applicant wishes to continue use of the existing shared garage. With both accessory buildings combined, the property coverage is below the 15% allowable.

Municipal Planning Commission Members discussed the application.

Motion: S. Kuntz moved to approve Development Permit T00229-16D submitted by Rob Kwiciak for a detached garage located at 405 11 Street East, Drumheller on Plan 5913JK; Block 11; Lots 22, subject to the following conditions;

1. Development shall conform to Town of Drumheller Land Use Bylaw 10-08.
2. Placement of construction as per submitted site plan.
3. Site Coverage for accessory buildings shall not exceed 15 %.
4. Height of accessory building as per plans submitted and not to exceed 4.57 m (15 ft.).
5. Construction to be in accordance with the Alberta Building Code.
6. Contact Alberta One-Call to request that buried utilities be located and marked before you dig; secondary utilities are the property owners responsibility. 1-800-242-3447 Alberta One-Call.
7. 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.
8. All necessary Safety Codes permits (building, electrical, gas, plumbing, etc.) to be in place prior to commencement of any construction/installation.
9. Any and 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 and all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.
11. All Contractors and Sub-Contractors to be in possession of a valid Town of Drumheller business license.
12. External finished appearance to be compatible with existing development and to the satisfaction of the Development Authority.

Second: S. Gallagher. – Carried

3.4 T00230-16D – Annette & Bill Pratt – Deck

J. Steeper presented Development Permit T00230-16D submitted by Annette & Bill Pratt for a deck located at 17 Spruce Drive, Drumheller on Plan 4437JK; Block 3; Lots 17. Zoning is R-1 Residential District.

J. Steeper advised this deck, with a pergola, will be located on the front of the home. The applicants submitted photos of the existing front yard and drawings.



"56. *Projection Over Yards*

(a) *Front Yards*

- (i) *Eaves, cantilevers, balconies, bay windows, shade projections, chimneys, unenclosed decks, may project a maximum of 0.6 m (2 ft.) over or onto a required front yard unless otherwise approved by the Municipal Planning Commission.;*
- (ii) *Unenclosed steps may project a maximum of 1.8 m (6 ft.) over or onto a required front yard."*

Municipal Planning Commission Members discussed the application.

Motion: MPC tabled Development Permit T00230-16D submitted by Annette & Bill Pratt for a deck located at 17 Spruce Drive, Drumheller on Plan 4437JK; Block 3; Lots 17, for more detailed drawings with actual measurements and elevations for the deck and pergola.

3.5 T00238-16D – Diana Devereaux – Country Inn

J. Steeper presented Development Permit T00238-16D submitted by Diana Devereaux for a change of use to Country Inn located at 210 1 Street West, Drumheller on Plan 3099AD; Block 24; Lots 25, 26 & N ½ of 27. Zoning is DT Downtown Transitional District. All uses are discretionary in this district.

J. Steeper advised the applicant currently owns two other properties across and down the back alley from this location, which do not at this time have development permits. Parking for a Country Inn is not addressed in the current Land Use Bylaw.

D. Devereaux spoke to her vision for her business and the Town of Drumheller. The applicant wishes to have a higher end accommodation with 6 bedrooms and a communal type kitchen. She is looking at making it an air B & B. For parking she noted there is 4 spots on site and approximately 4 more down the alley at other properties owned by her, also noted was, as the property is on a corner lot there would be additional street parking.

Municipal Planning Commission Members discussed the application.

Motion: S. Clark moved to approve Development Permit T00238-16D submitted by Diana Devereaux for a change of use to Country Inn located at 210 1 Street West, Drumheller on Plan 3099AD; Block 24; Lots 25, 26 & N ½ of 27., subject to the following conditions;

1. Must conform to Land Use Bylaw 10-08.
2. Must conform to the Town of Drumheller Community Standards Bylaw (16-10).
3. Annual Business License is required.
5. There shall be no outside storage of materials, commodities or finished products.
6. Placement/replacement of signage must be made under separate development application. Must be maintained to satisfaction of development officer. Signage is restricted to one free standing sign per site. Signage shall not to exceed 2.7 meter squared (30 square feet).
7. If the holder of the permit wishes to make any change in the operation of the business that departs from the description in the application or from any other condition or restrictions imposed, the holder of the permit must obtain prior permission of the Development Officer/Municipal Planning Commission.
8. Development to conform to any and all Federal, Provincial and/or Municipal regulations and/or guidelines that may apply.



9. Development to conform and meet the requirements of the Regional Fire and Health Authority, reports to be submitted to the Town of Drumheller
10. Parking plan to be submitted to Development Officer.
11. The Owner, tenant, operator or person in charge of the Country Inn shall at all times: maintain the site and buildings, structures and improvements thereon in a clean, neat, tidy and attractive condition and free from all rubbish and debris.

Second: S. Gallagher. – Carried

3.6 T00239-16D – Jobanpreet Turna – Liquor Store

J. Steeper presented Development Permit T00239-16D submitted by Jobanpreet Turna for a change of use to a Liquor Store located at 249 3 Avenue West, Drumheller on Plan 5952JK; Block 21. Zoning is C-B Central Commercial District. Liquor Store is a discretionary use in this district.

J. Steeper advised the applicants would be adding a walk in cooler.

"67a. Liquor Store

- (a) *must not be located within 300 metres of any other liquor store, when measured from the closest point of a liquor store to the closest point of another liquor store; and*
- (b) *must not be located within 150 metres of a parcel that contains a school, when measured from the closest point of a liquor store to the closest point of a parcel that contains a school;*

Unless otherwise approved by the development authority."

J. Turna and H. Kahlou spoke to the application; hours of operation 10:00am to 10:00pm with later times on Friday and Saturday to 12:00 midnight. A start date would depend on time lines; AGLC post the application for 21 days on the website and a 2 week processing time, and the time for a building permit to be issued. Construction of about one month to prepare the location for business.

Municipal Planning Commission Members discussed the application. Discussion on locations and distances of liquor stores.

Motion: S. Gallagher moved to approve Development Permit T00239-16D submitted by Jobanpreet Turna for a change of use to a Liquor Store located at 249 3 Avenue West, Drumheller on Plan 5952JK; Block 21, subject to the following conditions;

1. Development shall conform to Town of Drumheller Land Use Bylaw 10-08.
2. Development shall conform to the Town of Drumheller Community Standards Bylaw (16-10).
3. All necessary permits (building, electrical, plumbing, etc) to be in place prior to any construction/installations.
4. All contractors and/or sub-trades to possess a valid Town of Drumheller Business License.
5. Development to conform and meet the requirements of the Regional Fire and Health Authority. Prior to commencement of occupancy and business activities, confirmation must be provided to the Development Officer from the Local Fire Authority that the building is occupiable for such purposes.
6. Applicant to ensure authorization from the property owner is obtained prior to any renovation/modification.



7. If the holder of the permit wishes to make any change in the conduct of the business that departs from the description in the application or from any other condition or restrictions imposed, the holder of the permit must obtain prior permission of the Development Officer/Municipal Planning Commission. An additional development application may be necessary.
8. Development application is required for signage placement and made under separate application prior to placement.
9. Applicant to ensure any/all modifications to water/sewer services to the satisfaction of the Town of Drumheller. Please contact Utilities Manager at 403-823-1330 for approval and specifications.
10. Development to conform to any/all Municipal, Provincial and Federal regulations and/or legislation that may apply.
11. Garbage and waste materials must be stored in weather proof and animal proof containers and screened from adjacent sites and public thoroughfares. Separate containment must be provided for the disposal and recycling of cardboard materials.
12. Outdoor storage shall be screened from view by fencing and landscaping to the satisfaction of the Development Authority. Where the site abuts a residential district, visual screening to a minimum height of 1.5 m (5 ft.) shall be provided.
13. 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.
14. Annual Business License is required.

Second: S. Kuntz. – Carried

4.0 PALLISER REGIONAL MUNICIPAL SERVICES

4.1 No Discussion Items

5.0 OTHER DISCUSSION ITEMS

5.1 No Discussion Items

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

Chairperson

Development Officer

Attachments: Agenda September 15, 2016



DRUMHELLER

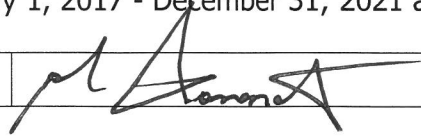
CHIEF ADMINISTRATIVE OFFICER

Agenda Item # 8.1.2



Request for Decision

Date: November 23, 2016

Topic:	DRUMHELLER OFF ROAD VEHICLES ASSOCIATION (DORVA) LEASE		
Proposal:	The Drumheller Off Road Vehicles Association [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 will expire on December 31, 2016. 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.		
Alternatives:	Do not renew the lease and have the Associate remove their improvements.		
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, 2017 - December 31, 2021 as presented.		
Report Writer:	R.M. Romanetz, P. Eng.	CAO:	
Position:	Chief Administrative Officer		

OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

Telephone: (403) 823-1339

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**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, 2017, to and including the 31st day of December, 2021 at and for the yearly rental of ONE (\$1.00) DOLLAR, payable in advance on the 1st day of January, 2017, 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 # 8.1.2

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, assign or 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 Lessee's 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 Lessee's improvements, nor for loss of the Lessee's 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 situated, to be used for general recreational purposes by the public when not being used for its activities;

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.

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
224 Centre Street
Drumheller, Alberta
T0J 0Y4

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 T0J 0Y0, 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 # 8.1.2

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 __ day of _____, 2016.

Town of Drumheller

PER: _____

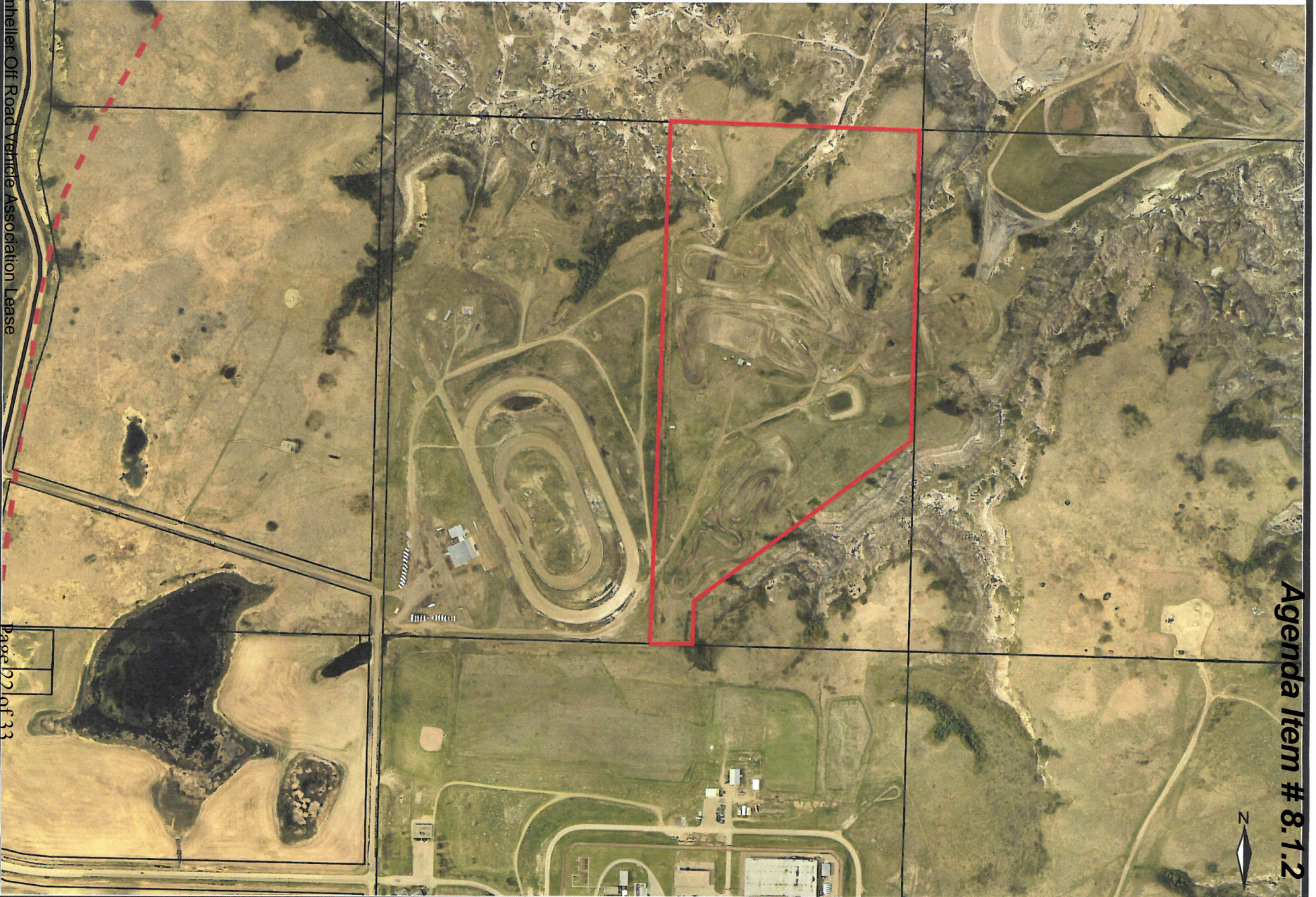
PER: _____

Drumheller Off-Road Vehicle Association (DORVA)

PER: _____

PER: _____

Dorva Property Lease Agreement



Agenda Item # 8.1.2

THIS LEASE AGREEMENT MADE THIS ____ DAY OF _____, 2016
BETWEEN:

THE TOWN OF DRUMHELLER
(Hereinafter referred to as the "Landlord")

-and-

DRUMHELLER & DISTRICT SOLID WASTE MANAGEMENT ASSOCIATION
(Hereinafter referred to as the "Tenant")

WHEREAS the Landlord is the owner of certain lands more fully described and demarcated on Appendix A hereto;

AND WHEREAS the Tenant operates a regional land fill on the Landlord's lands now therefore the Landlord and Tenant agree as follows:

1. TERM

- 1.1 The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the surface of the lands for the term and upon and subject to the conditions set out hereunder:
- a) The lease shall run for a period of four (4) years from the date of signature of this lease and shall automatically be renewed for increments of five (5) years each thereafter unless terminated in terms of the provisions of this lease agreement.

2. RENT

- 2.1 The Tenant shall pay to the Landlord the sum of \$25.00 per annum for the use of the lands payable upon execution of this agreement and thereafter annually for each year that this agreement remains in force.

3. TERMINATION

- 3.1 This lease agreement may be terminated by either party giving the other party no less than fifteen (15) months' notice prior to the end of each five (5) year term; or

3.2 In the event that the Tenant breaches any of the major conditions of the lease, the Landlord may terminate this lease agreement by giving the Tenant one hundred and twenty (120) days' notice in writing; or

3.3 This lease agreement will automatically terminate upon the bankruptcy of either the Landlord or the Tenant; or

3.4 This lease will immediately terminate upon the Tenant Association being disassociated.

3.5 Upon termination of this lease the Tenant shall remove its equipment and chattels without delay. Any of the Tenant's chattels, buildings or equipment remaining on the lands after a period of sixty (60) days have lapsed from date of termination of this lease, shall be deemed abandoned by the Tenant.

4. TENANTS OBLIGATIONS

4.1 The Tenant shall use the land solely for the purposes of a regional landfill and shall be in compliance with all conditions and regulations imposed by statute in respect thereof.

4.2 The Tenant shall not use or in any way disturb those lands demarcated on Appendix A hereto, more specifically;

a) The surrounding hills as demarcated which act as a buffer;

b) That area south of the Water Plant designated for future Water Plant expansion.

4.3 The Tenant undertakes to maintain the regional landfill operation as a Class II Municipal Solid Waste Landfill.

4.4 The Tenant shall provide to the Landlord unfettered ingress and egress onto and across the lands for purposes of maintenance, replacement and repair to the Drumheller Penitentiary waste water line as identified on Appendix A hereto.

4.5 The Tenant shall maintain in good repair and order all drainage channels as identified on Appendix A hereto.

4.6 The Tenant shall provide without cost to the Landlord an area on the lands for storage of the Landlords concrete and asphalt recycling products in the area identified on Appendix A hereto and the Tenant shall provide to the Landlord unfettered access to the storage area at all reasonable times. The maintenance and upkeep of the storage area shall be the responsibility of the Landlord.

4.7 The Tenant shall give the landlord prompt notice of any defects in or accident or damage to the lands or damage or injury to any person therein howsoever caused.

5. CLOSURE

5.1 Closure and post closure care shall be conducted by the Tenant at the end of the lease in terms of then current regulation and legislation at its own cost. In the event that this lease is terminated for any cause whatsoever arising, prior to the anticipated life cycle of the land for use as a landfill, the Tenant shall immediately upon termination of this lease, provide to the landlord adequate funds to conduct the closure and post closure operations required to return the lands to an acceptable condition as required by the relevant Provincial and Federal authorities.

6. RELEASE AND INDEMNITY

6.1 The Tenant hereby releases and forever discharges the Landlord and its successors and assigns from and against any and all losses, liabilities, damages, costs, including without restriction, all legal and other costs including such costs for the lawful closure and post closure operations required to restore the lands to their acceptable condition including such costs of closure or restoration paid by the Landlord on the Tenants behalf.

6.2 This release and indemnification shall survive the expiration of the term of the lease and the termination of the lease for whatever cause arising.

7. LANDLORDS OBLIGATIONS

7.1 The Landlord shall provide to the Tenant the unfettered use of the lands as designated on Appendix A hereto for the operation of a regional landfill.

7.2 The Landlord shall provide to the Tenant such utilities and services as are required by the Tenant for purposes of operating a regional landfill.

8. TITLED PARTIES

8.1 This lease shall inure to the benefit of and be binding upon the parties hereto and their respective Executors, Successors and permitted assigns. This lease may not be assigned without the consent of the other party in writing, which consent may be unreasonably withheld.

IN WITNESS WHEREOF the Landlord has hereunto affixed its seal under the hands of its proper signing officers and the Tenant has hereunto affixed its seal under the hands of its proper signing officers the day and year first above written.

Town of Drumheller

D.D.S.W.M.A.

PER:

PER:

THIS OPERATIONAL AGREEMENT MADE THIS ____ DAY OF _____, 2016

BETWEEN:

THE TOWN OF DRUMHELLER
(Hereinafter referred to as the "the Town")

-and-

DRUMHELLER & DISTRICT SOLID WASTE MANAGEMENT ASSOCIATION
(Hereinafter referred to as the "D.D.S.W.M.A.")

WHEREAS the Town is a municipal corporation;

AND WHEREAS D.D.S.W.M.A. is an association that operates a regional landfill on the Town's lands ("the lands") under the provisions of a lease agreement entered into between them;

AND WHEREAS the Town and D.D.S.W.M.A. have for many years maintained a highly successful commercial relationship for the purposes of maintaining the landfill and providing a regional landfill and providing a service to the associations' members;

AND WHEREAS both parties to this agreement agree that this agreement shall identify and set out those entitlements and obligations of each party for the purposes of maintaining their good commercial relationship and to providing an excellent service to the D.D.S.W.M.A's members.

The Town and D.D.S.W.M.A agree as follows:

1. DURATION

This operational agreement shall endure and shall remain in force until any of the following events occur:

- a) The lease agreement between the Town and D.D.S.W.M.A. is terminated or;
- b) D.D.S.W.M.A. is disassociated or D.D.S.W.M.A. declares bankruptcy.

2. OBLIGATIONS OF THE TOWN

The Town shall, as its obligations in collaboration with D.D.S.W.M.A. In providing a regional landfill service to its members provide the following services:

- a) Provide a payroll service and accounting service to D.D.S.W.M.A. free of charge.
- b) Provide mechanical services, use of the Town's vac truck and technical assistance to D.D.S.W.M.A. in a prompt and efficient manner utilizing the Town's qualified staff and to charge D.D.S.W.M.A. only for actual hourly wages expended by the Town's staff, cost of parts and supplies.
- c) In order to ensure that D.D.S.W.M.A. benefits from the Town's purchasing power, include D.D.S.W.M.A. in the Town's long term utility contracts, financial auditing service contracts and any other service contracts which may be of benefit to D.D.S.W.M.A.
- d) The Town will, when renewing its waste collection contract with the service provider, ensure provision of recycling containers for the commercial sector and delivery of the contents thereof to the recycling facility at the landfill as part of the service provision obligations of the contractor.
- e) Diligently and utilizing discretion, enforce the relevant sections of the Waste Management Bylaw.
- f) Provide secretarial services and a meeting room for the D.D.S.W.M.A. board meetings no less than six times per year at Town Hall or such other facility as may be appropriate.
- g) Accept and treat approved leachate from D.D.S.W.M.A. for the Town's waste water plant at no charge to D.D.S.W.M.A.
- h) The Chief Administrative Officer and/or director for infrastructure services of the Town shall provide engineering and technical support as required from time to time.
- i) The staff of the Town shall generally and as required from time to time do all such things and provide such services and expertise to D.D.S.W.M.A. in collaboration with D.D.S.W.M.A. for the efficient and effective provision of a landfill service to D.D.S.W.M.A.'s members.

3. OBLIGATIONS OF D.D.S.W.M.A.

D.D.S.W.M.A. through its management and staff shall as its obligations in collaboration with the Town in providing a regional landfill service to its members;

- a) Provide a storage area on the lands in a demarcated area for the storage of the Town's concrete and asphalt recycling products and shall provide unfettered access to the Town for that purpose at all reasonable times.
- b) Provide to the Town the service of weighing and tracking of sewage destined to the Waste Water Plant, gravel, concrete, asphalt mix, asphalt millings, rip rap and other products used in the operations of the Town.
- c) The operations Manager of D.D.S.W.M.A. or their designate will assist with the coordination and management of the Town's annual spring cleanup. All household waste collected during the spring cleanup will be weighed, tracked and disposed of by D.D.S.W.M.A. at no charge to the Town.
- d) Provide for the free collection and processing of various recyclable materials from the Towns public service facilities, R.C.M.P. building, public works, Town Hall, Public Library and Community Facility.
- e) Arrange, provide and maintain at its own cost, insurance and upkeep of the Town's recycling facility.
- f) Provide to the Town leachate which complies with acceptable standards and regulations and specifications and which is tested at least once annually.
- g) Through its operations manager or designate D.D.S.W.M.A. will assist with the Town's AMHSA Peer Safety Audit through the Certificate of Recognition (COR) Program.
- h) Conduct sampling and/or review analysis for specific projects relating to asbestos disposal or ground water contamination as requested by the Town from time to time.

Agenda Item # 8.1.3

- i) Be an active member of the Town's Risk Management Committee and Green Team.
- j) The staff of D.D.S.W.M.A. shall generally and as required from time to time do all such things and provide such services and expertise to the Town in collaboration with the Town for the efficient and effective provision of a landfill service to D.D.S.W.M.A.'s members.

4. GENERAL

- a) The Town and D.D.S.W.M.A. through their official representatives and staff shall at all times conduct themselves in a fashion and manner that is consistent with the maintenance and enhancement of the commercial relationship that has existed between the parties throughout and shall do all such things and perform all such acts and duties as are required in the attainment of that goal.
- b) This agreement may be amended by the parties at any time in writing and which amendment is signed by both parties.
- c) The terms and conditions, benefits and obligations of either party to this agreement shall not be assignable.

IN WITNESS WHEREOF the Landlord has hereunto affixed its seal under the hands of its proper signing officers and the Tenant has hereunto affixed its seal under the hands of its proper signing officers the day and year first above written.

Town of Drumheller

D.D.S.W.M.A.

PER:

PER:



Request for Decision

Date: November 24, 2016

Topic:	Residential and Commercial Solid Waste Collection Contract								
Proposal:	<p>The Town of Drumheller provides cart-based garbage collection service to its residents, and secures commercial franchise pricing for customers within the Town that use a garbage bin for service (typically industrial, commercial and institutional users). The current collection contract, with H&H Huxted Enterprises Ltd., expires on December 31, 2016.</p> <p>In October, the Solid Waste Collection Request for Proposals was posted, requesting bidders to submit pricing on collection for Tender A - Residential, Tender B - Commercial, or Tender C - Combined [both services], for a four year period with an option to extend for up to two years. The contract runs from January 2, 2017 to December 31, 2020. On November 1, 2016, four submissions were received and are summarized on the attached table.</p> <p>BP Disposal, GFL Environmental and Stony Mountain submitted proposals for all three tender options. H&H Huxted Enterprises Ltd. submitted a proposal for combined collection services only. Below is a summary of the prices received for combined collection services only:</p> <table><tr><td>BP Disposal</td><td>\$2,877,262.96</td></tr><tr><td>H & H Huxted Ent. Ltd.</td><td>\$2,147,069.60</td></tr><tr><td>GFL Environmental Inc.</td><td>\$1,861,321.08</td></tr><tr><td>Stony Mountain</td><td>\$6,915,113.10</td></tr></table>	BP Disposal	\$2,877,262.96	H & H Huxted Ent. Ltd.	\$2,147,069.60	GFL Environmental Inc.	\$1,861,321.08	Stony Mountain	\$6,915,113.10
BP Disposal	\$2,877,262.96								
H & H Huxted Ent. Ltd.	\$2,147,069.60								
GFL Environmental Inc.	\$1,861,321.08								
Stony Mountain	\$6,915,113.10								
Proposed by:	Darryl Drohomerski, C.E.T., Director of Infrastructure Services								
Correlation to Business Plan (Strategic):	The Town of Drumheller 2017 Operations Budget has allocated \$ 178,958 for residential garbage collection and \$16,402 for commercial garbage collection.								
Benefits:	<p>The overall costs from GFL Environmental are approximately \$70,000 less per year than the current contract, primarily in the commercial contract prices, which is a substantial savings to the business community in Drumheller.</p> <p>The residential collection costs are approximately \$16,000 higher per year than the current contract. However, the Town also utilizes some commercial</p>								

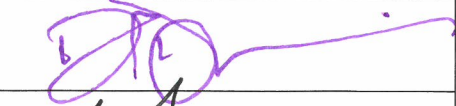

INFRASTRUCTURE SERVICES

Telephone: (403) 823-1312

Created By: Libby Vant

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Agenda Item # 8.2.1

	<p>collection service, and the savings anticipated from this work is \$7,000 per year. The net impact to the 2017 Operating Budget is expected to be an increase of \$9,000 per year over the current contract.</p> <p>The second low bidder, H&H Huxted Ent. Ltd., who is the current service provider, submitted prices that are comparable to the existing contract. Their pricing structure represents a \$20,000 per year savings for residential collection compared to GFL Environmental, but the commercial collection costs are approximately \$90,000 per year higher than the low bidder.</p>		
Disadvantages:	<p>GFL Environmental Inc. has proposed to change the residential collection schedule from the current Monday to Friday roster to Monday to Thursday. GFL will be responsible for paying the costs associated with notifying residents of this change in schedule.</p> <p>GFL has indicated in their proposal that they would start collection on February 1, 2017; however, they have verbally indicated that they can start residential collection on January 2, 2017, and may be able to start commercial collection earlier than February 1, 2017, if they can arrange for garbage bins. If not, the Town will need to negotiate an extension with the current service provider.</p>		
Alternatives:	Reject all proposals and re-tender the service. This would require negotiating an extension with the current service provider.		
Operating Costs:	\$204,196 in 2017	Capital Cost:	-
Budget Available:	\$195,360 in 2017	Source of Funds:	Operational Budget
	-	Overbudgeted Cost:	\$9,000
Communications Strategy:	The successful vendor will be advised of the proposal award. Residential customers will be notified of collection day schedule changes, and the commercial collection price list will be publicized on the Town website.		
Recommendations:	It is my recommendation that the Town of Drumheller award the contract for both residential and commercial solid waste collection services to GFL Environmental Inc. in the amount of \$1,861,321.08.		
Report Writer:	Darryl Drohomerski, C.E.T.		
Position:	Director of Infrastructure		
	R. M. Romanetz, P.Eng.		
	Chief Administrative Officer:		

Sandstone Manor Budget 2017

	2017 Budget	2016				2015			
		Actual - Jan to Sep	Budget - Full year	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
Income									
Interest Income	200.00	128.15	200.00	-71.85	64.08%	224.50		224.50	
Laundry Income	1200.00	1,135.00	1,200.00	-65.00	94.58%	1,070.00	1,200.00	-130.00	89.17%
Rental Income	132408.00	108,014.00	115,000.00	-6,986.00	93.93%	112,365.00	131,760.00	-19,395.00	85.28%
Returned Cheque Charges		10.00		10.00					
Storage Income	500.00	60.00	500.00	-440.00	12.00%	480.00	1,800.00	-1,320.00	26.67%
Total Income	\$ 134,308.00	\$109,347.15	\$ 116,900.00	-\$ 7,552.85	93.54%	\$ 114,139.50	\$ 134,760.00	-\$ 20,620.50	84.70%
Expenses									
ADMINISTRATION EXPENSES				0.00				0.00	
Advertising and Promotion			300.00	-300.00	0.00%				
Bad Debts	600.00		270.39	-270.39	0.00%		1,200.00	-1,200.00	0.00%
Bank Service Charges	200.00	56.00	200.00	-144.00	28.00%	153.41	120.00	33.41	127.84%
Contract Management Fees	11656.32	9,156.00	11,316.81	-2,160.81	80.91%	10,768.85	9,500.00	1,268.85	113.36%
Dues, Travel & Conference	500.00	87.96	500.00	-412.04	17.59%	506.63		506.63	
Insurance	500.00	476.50		476.50					
Office Supplies	1200.00	934.07	1,200.00	-265.93	77.84%	1,112.12	600.00	512.12	185.35%
Postage	100.00		100.00	-100.00	0.00%	62.16	120.00	-57.84	51.80%
Professional Fees	800.00		800.00	-800.00	0.00%		800.00	-800.00	0.00%
Total ADMINISTRATION EXPENSES	\$ 15,556.32	\$ 10,710.53	\$ 14,687.20	-\$ 3,976.67	72.92%	\$ 12,603.17	\$ 12,340.00	\$ 263.17	102.13%
MAINTENANCE EXPENSES				0.00				0.00	
Appliance Replacement/Repairs	5000.00	4,084.96	2,000.00	2,084.96	204.25%	71.25	800.00	-728.75	8.91%
Contract Labour	7000.00	4,666.65	12,000.00	-7,333.35	38.89%	11,381.85	4,200.00	7,181.85	271.00%
Exterior & Interior Repairs	11000.00	9,007.86	12,000.00	-2,992.14	75.07%	11,604.00	7,200.00	4,404.00	161.17%
Flooring	2500.00	63.00	500.00	-437.00	12.60%	411.60	1,000.00	-588.40	41.16%
Ground Maintenance & Materials	2000.00	1,686.74	2,000.00	-313.26	84.34%	1,956.35	2,640.00	-683.65	74.10%
Heating, Plumbing & Electrical	5000.00	1,588.01	16,500.00	-14,911.99	9.62%	16,865.37	7,200.00	9,665.37	234.24%
Meals Maintenance	300.00	93.45	250.00	-156.55	37.38%	259.61	120.00	139.61	216.34%
Telephone	2500.00	2,005.22	2,500.00	-494.78	80.21%	2,392.54	3,000.00	-607.46	79.75%
Tools	500.00	398.99	500.00	-101.01	79.80%	463.95	2,000.00	-1,536.05	23.20%
Total MAINTENANCE EXPENSES	\$ 35,800.00	\$ 23,594.88	\$ 48,250.00	-\$ 24,655.12	48.90%	\$ 45,406.52	\$ 28,160.00	\$ 17,246.52	161.24%
OPERATING EXPENSES				0.00				0.00	
Janitorial Materials & Services	5000.00	3,777.15	5,000.00	-1,222.85	75.54%	5,261.81	3,360.00	1,901.81	156.60%
Security	2500.00	420.00	3,000.00	-2,580.00	14.00%	5,859.00	3,600.00	2,259.00	162.75%
Snow Clearing	4000.00	2,810.25	2,500.00	310.25	112.41%	2,797.19	3,400.00	-602.81	82.27%
Waste Removal	3000.00	2,380.28	3,000.00	-619.72	79.34%	3,075.24	2,880.00	195.24	106.78%
WCB			250.00	-250.00	0.00%				
Total OPERATING EXPENSES	\$ 14,500.00	\$ 9,387.68	\$ 13,750.00	-\$ 4,362.32	68.27%	\$ 16,993.24	\$ 13,240.00	\$ 3,753.24	128.35%
Property Taxes	13000.00	3,044.16	2,000.00	1,044.16	152.21%	1,977.15	4,300.00	-2,322.85	45.98%
UTILITIES				0.00				0.00	
Cable Services	6000.00	4,806.02	6,000.00	-1,193.98	80.10%	5,921.37	4,800.00	1,121.37	123.36%
Electricity	13800.00	8,909.98	12,000.00	-3,090.02	74.25%	11,447.06	15,120.00	-3,672.94	75.71%
Heating Fuel	10005.00	7,099.22	8,700.00	-1,600.78	81.60%	9,006.34	11,200.00	-2,193.66	80.41%
Water & Sewer	12995.00	8,533.77	11,300.00	-2,766.23	75.52%	12,332.78	12,600.00	-267.22	97.88%
Total UTILITIES	\$ 42,800.00	\$ 29,348.99	\$ 38,000.00	-\$ 8,651.01	77.23%	\$ 38,707.55	\$ 43,720.00	-\$ 5,012.45	88.54%
Total Expenses	\$ 121,656.32	\$ 76,086.24	\$ 116,687.20	-\$ 40,600.96	65.21%	\$ 115,687.63	\$ 101,760.00	\$ 13,927.63	113.69%
Net Operating Income	\$ 12,651.68	\$ 33,260.91	\$ 212.80	\$ 33,048.11	15630.13%	-\$ 1,548.13	\$ 33,000.00	-\$ 34,548.13	-4.69%
Other Expenses									
Capital Reserve Recorded			0.00	0.00			25,000.00	-25,000.00	0.00%
Total Other Expenses	\$ -	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 25,000.00	-\$ 25,000.00	0.00%
Net Other Income	\$ -	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	-\$ 25,000.00	\$ 25,000.00	0.00%
Net Income	\$ 12,651.68	\$ 33,260.91	\$ 212.80	\$ 33,048.11	15630.13%	-\$ 1,548.13	\$ 8,000.00	-\$ 9,548.13	-19.35%