



COUNCIL MEETING

MONDAY, DECEMBER 10, 2012

7:00 P.M.

**FOR THE REGULAR MEETING OF THE REDCLIFF TOWN COUNCIL
MONDAY, DECEMBER 10, 2012 – 7:00 P.M.
REDCLIFF TOWN COUNCIL CHAMBERS**

<u>AGENDA ITEM</u>	<u>RECOMMENDATION</u>
1. GENERAL	
A) Call to Order	
B) Adoption of Agenda *	Adoption
C) Accounts Payable *	For Information
D) Bank Summary for October 31, 2012 *	For Information
2. DELEGATION	
A) D. Prpick, Presentation *	
B) K. Donais, Presentation *	
3. MINUTES	
A) Council meeting held November 26, 2012 *	For Adoption
B) Committee of the Whole meeting held November 26, 2012 *	For Information
C) Redcliff Family and Community Support Services Board Special meeting held November 28, 2012 *	For Information
D) Redcliff Family and Community Support Services Board Special meeting held December 3, 2012 *	For Information
i) Family School Liaison Worker Agreement *	Authorize Mayor and Mun. Mgr. to Sign
ii) FCSS Grant Application Reviews Re: Year-end grant allocation	For Consideration/ Approval
E) Redcliff / Cypress Regional Waste Management Authority meeting held, December 6, 2012 *	For Information
4. BYLAWS	
A) Bylaw 1727/2012 being the Procedural Bylaw *	2 nd & 3 rd Reading
B) Bylaw 1731/2012 being the Temporary Borrowing Bylaw *	2 nd & 3 rd Reading
C) Bylaw 1732/2012 being the Annual Reserve Allocation Bylaw *	2 nd & 3 rd Reading

- 5. STAFF RECOMMENDATION**
- A) Write-Off 2011 for Doubtful Receivables * For Consideration/ Approval
- B) Community Infrastructure Improvement Fund (CIFF) Grant Project Endorsements * For Consideration/ Approval
- 6. POLICIES**
- A) Policy 054, Rates Policy * For Approval
- 7. CORRESPONDENCE**
- A) Municipal Affairs * For Information
Re: Municipal Internship, Regional Collaboration Program
- 8. OTHER**
- A) Budget 2013 * Approval in Principle
- i) Multi Year Capital Infrastructure Plan (MYCIP) * For Approval
- ii) Bylaw 1728/2012 being the Garbage and Collection Rates Bylaw * 2nd & 3rd Reading
- iii) Bylaw 1729/2012 being the Sewer Rates Bylaw * 2nd & 3rd Reading
- iv) Bylaw 1730/2012 being the Water Rates Bylaw * 2nd & 3rd Reading
- B) Town of Redcliff Transportation Master Plan * For Information
- C) Redcliff Riverview Golf Course Water Rates For Discussion
- D) Redcliff Senior Citizens Society Facility Use Agreement * For Discussion
- E) Eastside Phase 1 Lots For Discussion
Re: extension of 5% discount on lot prices
- 9. RECESS**
- 10. IN CAMERA**
- A) Labour
- B) Legal
- 11. ADJOURN**

THIS AGREEMENT made this _____ Day of _____, 200__

BETWEEN:

THE TOWN OF REDCLIFF
(Herein-after called the "Town")

- and -

THE REDCLIFF SENIOR CITIZEN SOCIETY
(Herein-after called the "Senior Society")

Redcliff Drop-In Center Facility Use Agreement

This agreement witnesses that the Town and the Senior Society agree as follows:

Purpose

The purpose of this agreement is to provide for an amicable arrangement for the Senior Society to utilize the Redcliff Drop-In Center (a Town owned community use facility) within certain time periods, under established criteria.

General

1. In order to maintain continuity in the bookings for the Drop-In Centre facility, the Town will be solely responsible for maintaining all bookings for the use of the facility.
2. The west section of the main auditorium, which is able to be divided by a movable curtain, is for the exclusive use of the Senior Society. No booking arrangements will be required by the Senior Society for their use of this area. However, when the remainder of the facility is booked by another user, the Senior Society will restrict their use of the facility solely to the west section of the auditorium, the washrooms, and the storage room.

3. The Senior Society will have exclusive use of the Drop-In Centre facility on the following occasions:

Wednesday evenings (6:00 PM – Midnight)

Thursday afternoons (12:00 Noon – 6:00 PM)

Friday evenings (6:00 PM – Midnight)

4. In the event the Senior Society is not utilizing the facility on any particular occasion outlined above, this exclusive use provision shall not restrict the Town from making arrangements in advance for a rental of the facility, with the Senior Society. All such arrangements shall be confirmed in writing between the Town and the President of the Senior Society or their designate.
5. The Town also permits the Redcliff Senior Citizens Society to utilize the facility during their prescribed times for the purposes of holding fund raising events (bingo's, pull ticket, etc.) but shall be required to receive approval from the Alberta Gaming Liquor Commission.
6. The Commercial Dishwasher, which is situated in the Kitchen area, is deemed under the operational control of the Senior Society, and as a result will not be offered for use by any other users than the Senior Society.
7. In the event of any use deemed to be an emergency, either by the Municipal Manager, Mayor, or the Council of the Town, all aspects of the use of the facility will be deemed suspended, other than as directed by the Town.

Obligations

The Senior Society

8. For the purpose of securing the various assets owned by the Senior Society, where possible, the Senior Society shall secure their assets in the west section of the main auditorium. This would exclude table and chairs and other items typically available for use in the rental of the facility.
9. For the purpose of maintaining orderly use of the facility, the Senior

Society shall be responsible for making all arrangements for any additional use or booking of the facility, in the same manner as other users. All such bookings shall be made through the process established by the Town. In regard to booking the facility for any additional use, the Senior Society should make booking arrangements as early as possible, as for all such time, no users are provided booking priority.

10. The Senior Society will provide a level of care in regard to general clean-up, at a level higher than what would be normally expected from other users.
11. In regard to issues relating to general maintenance of the facility or any hazards that may become evident, The President of the Senior Society, or an individual assigned by the President, will be deemed to be the person to maintain dialogue with the Public Services Director of the Town, for resolution of all such related matters.
12. The Senior Society shall at no time make any modifications to the building whatsoever without the specific authorization from the Public Services Director of the Town. In addition, the Senior Society shall not make any modifications to, or install or place any storage cabinets in the facility, other than in the west auditorium area. This is to ensure the use and safety of the facility and meeting the criteria established through the Safety Codes Act of the Province of Alberta are not infringed. Any items currently being allowed to be stored in the main hallway to the West exit may remain at that location, so long as they in no way effect the safety of the facility as deemed by the Public Services Director, and/or any Safety Codes Officer acting on behalf of the Town of Redcliff.
13. The Senior Society shall not sublet any portion (including the west auditorium area) to anyone.
14. In regard to concerns regarding times of use, concern over damage of the facility by other users or the Senior Society, the Town would appreciate such matters being reported by the President of the Senior Society or his/her designate, to the Town's Community Services Director, forthwith.
15. Any damage to the assets of the Senior Society by any user shall be deemed to be a legal matter between the Senior Society and the user

and the Senior Society insurers. However, the Town will make every attempt to recover costs, where possible, through any applicable damage deposits. Failing recovery of costs, this shall not prevent the Senior Society to petition the Town Council for financial assistance for any such occurrence.

The Town

16. The Town is responsible for all bookings for the facility, and as such shall work harmoniously with the society for the purpose of assisting them in making arrangement for use of the facility for all activities that fall outside the times deemed solely for the use of the Senior Society. This may include establishment of a Senior Society mail box, located in the Community Services Office, or other location at the Redcliff Municipal Office, for the timely exchange of all information received by the Department regarding the use and operations of the facility.
17. The Town shall provide the Senior Society, on an ongoing monthly basis, a record of all bookings for the upcoming month. This shall be provided on the understanding that ongoing bookings will occur from day to day, and that any openings indicated on this calendar are not necessarily available for use unless or until confirmed in writing through the Town.
18. The Town as owner of the facility is solely responsible for the maintenance and repair of facility. As such, all processes for deposits, inspections, and maintenance and repair of the facility will be established by the Town through Policy and/or Procedure of the Town.

Fee for Rent

19. The Senior Society shall pay to the Town the sum of \$6,500 for the year 2013, \$6,600 for the year 2014 and \$6,700 for the year 2015 and beyond. Payment is due on March 1 of each year.

Janitorial and Cleaning

20. Basic janitorial services will be provided by the Town on an ongoing basis. However, The Senior Society will be responsible for the kitchen and the basic tidiness after their use of the centre. Responsibility of

other users for general tidiness will be as deemed required in the rental agreement between the user and the Town. Additional janitorial services may be requested by the Senior Society at their cost, through the Public Services Director. Note: This would not restrict the Senior Society from making a written request to the Town Council for cost sharing of additional Janitorial services, where they feel the particular services would have a mutual benefit to both the Town and the Senior Society.

Maintenance and Repair

21. The Town will provide all maintenance and repair on the building and Town owned equipment. It will be the responsibility of the Senior Society for maintenance of any equipment owned by the Senior Society.

Insurance

Towns Insurance

22. The Town will ensure the building and contents owned by the Town, are fully and properly insured against loss.

Senior Society Insurance

23. During the term of or any extension of this agreement, the Senior Society shall maintain ongoing Comprehensive General Liability insurance for their contents, with an insurer licensed in Alberta. In addition, the Senior Society shall ensure that they follow and prescribe to any policy and/or other requirement or directive of the Town regarding insurance requirements, specifically Party Alcohol Insurance.

Damage or Destruction of the Facility

24. If during the continuance of this agreement the premises are damaged or destroyed by fire to the extent that it cannot be used for the purposes of the Senior Society, this agreement shall cease and become null and void. The Senior Society shall immediately vacate and surrender the premises to the Town. The Town may re-enter the premises and may remove all goods belonging to the Senior Society. Any contents deemed as belonging to the Senior Society shall remain the property of

the Senior Society and/or their insurers.

Indemnity

25. Senior Society will indemnify the Town from and against all claims, loss, damages, liabilities and costs arising from their use of the building under this Agreement.

Other

26. In order to provide a simplified means of providing for the use of various dishes and kitchen utensils to all users of the facility, the Senior Society shall be deemed to ensure that the supply of dishes, utensils shall be maintained at a reasonable level, and maintained as available to users. In the event there is a catastrophic loss or significant depletion of these items, the Senior Society may address the replacement these items to Council, through the office of the Municipal Manager.

Term

27. This agreement is for a term of three (3) years commencing January 1, 2013 to December 31, 2015 and from year to year thereafter, unless either party gives notice in writing to the other party to terminate or commence negotiations of a new agreement, not later than 60 days prior to the end of the term established herein. All obligations of the terminating party under this Agreement cease on termination.

Such notification shall be in writing and directed as follows:

Redcliff Senior Citizens Society
P.O. Box 1198
Redcliff, Alberta T0J 2P0
Attention: President

Town of Redcliff
P.O. Box 40
Redcliff, Alberta T0J 2P0
Attention: Municipal Manager

IN WITNESS WHEREOF that the Town and the Senior Society have signed this agreement on the day this and year written above.

REDCLIFF SENIOR CITIZEN SOCIETY

President

Date

Secretary

Date

TOWN OF REDCLIFF

Robert Hazelaar
Mayor

Date

David Wolanski
Municipal Manager

Date