TOWN OF RIMBEY

TOWN COUNCIL AGENDA

AGENDA FOR REGULAR MEETING OF THE TOWN COUNCIL TO BE HELD ON MONDAY APRIL 10, 2017 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING

1	Call to Order Regular Council Meeting & Record of Attendance	
2.	Agenda Approval and Additions	1
3.	Minutes 3.1 Minutes of Regular Council Meeting March 27, 2017	2-6
4.	Public Hearings - None	
5.	Delegations 5.1 Stan Orlesky, Fortis Alberta – Street Lights	7-18
6.	Bylaws - None	
7.	New and Unfinished Business 7.1 Rimbey Business Sector Sustainability Advisory Committee	19-20 21-26 27-28 29-39 40-43 44-46 47-50
8.	Reports	
	8.1 Department Reports - None	
	8.2 Boards/Committee Reports 8.2.1 Beatty Heritage House Society Minutes of March 6, 2017	51 52
9.	Correspondence - None	
10.	Open Forum (Bylaw 924/16— Council Procedural Bylaw Part XXI 1.The open forum shall be for a maximum total of twenty (20) minutes in length to allow members of the public present at the meeting to address Council regarding issues arising from the meeting in progress. No formal decision shall be made on any matter discussed with Council during the open forum session.	
11.	In- Camera 11.1 Legal (Pursuant to Division 2, Section 20(1) of the Freedom of Information and Protection of Privacy Act) 11.2 Personnel (Pursuant to Division 2, Section 17(2) of the Freedom of Information and Protection of Privacy Act)	
12.	Adjournment	

12.

TOWN OF RIMBEY

TOWN COUNCIL

MINUTES OF THE REGULAR MEETING OF TOWN COUNCIL HELD ON MONDAY, MARCH 27, 2017 IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING

1. Call to Order

Mayor Pankiw called the meeting to order at 7:00 pm, with the following in attendance:

Mayor Pankiw

Councillor Godlonton Councillor Jaycox

Councillor Payson (via teleconference)

Councillor Webb

Chief Administrative Officer - Lori Hillis, CPA, CA

Director of Finance – Wanda Stoddart Director of Public Works – Rick Schmidt Director of Community Services – Cindy Bowie Contract Development Officer – Liz Armitage

Recording Secretary - Kathy Blakely

Absent:

Public:

Treena Mielke, Rimbey Review 9 members of the public

2. Adoption of Agenda

2.1 March 27, 2017 Agenda

7.7 F.O.I.P

Motion 093/17

Moved by Councillor Webb to accept the Agenda for March 27, 2017 Regular Council Meeting, as amended.

CARRIED

3. Minutes

3.1. Minutes of Special Council Meeting March 13, 20173.2 Minutes of Regular Council Meeting March 13, 2017

Motion 094/17

Moved by Councillor Godlonton to accept the Minutes of the Special Council Meeting of March 13, 2017, as presented.

CARRIED

Motion 095/17

Moved by Councillor Jaycox to accept the Minutes of the Regular Council Meeting of March 13, 2017.

CARRIED

4. Public Hearings 4.1 Public Hearing - None

5. Delegations <u>5.1 Delegations – None</u>

6. Bylaws 6.1 Bylaw 932/17 Amendment to Land Use Bylaw 917/16

Motion 096/17

Moved by Councillor Godlonton to give first reading to Bylaw 932/17 Amendment to Land Use Bylaw.

CARRIED

March 27, 2017

Motion 097/17

Moved by Councillor Godlonton to advertise Bylaw 932/17 Amendment to Land Use Bylaw 917/16 for the two (2) consecutive weeks of April 4-10 and April 11-17, 2017, in the Rimbey Review.

CARRIED

Motion 098/17

Moved by Councillor Webb to hold the Public Hearing for Bylaw 932/17 Amendment to Land Use Bylaw 917/16 on April 24, 2017.

CARRIED

7. New and Unfinished Business

7.1 Summer Rental Rates for Arena

Motion 099/17

Moved by Mayor Pankiw to approve the recommended summer rental rates for the Arena as presented.

CARRIED

7.2 Arena Rates for 2017/18 and 2018/19 Ice Season

Motion 100/17

Moved by Councillor Godlonton to approve the recommended rate increase of \$10 for all ice rental categories for the 2017/18 and 2018/19 seasons as presented.

CARRIED

7.3 Rimbey Aquatic Centre Pool Fees

Motion 101/17

Moved by Councillor Webb to approve the recommended pool fee increases as presented.

CARRIED

7.4 2017 Street Improvements

Motion 102/17

Moved by Councillor Jaycox to approve the recommendation from Tagish Engineering Ltd and award the tender of the 2017 Street Improvements, as duly submitted, to Border Paving Ltd. for the tendered price of \$656,654.79, including GST.

CARRIED

7.5 2017 Municipal Election

Motion 103/17

Moved by Councillor Godlonton to appoint Katherine Blakely as the Returning Officer and Chief Administrative Officer Lori Hillis as the Deputy Returning Officer for the 2017 Municipal Election, and in the event Katherine Blakely is unable to perform the duties of Returning Officer, Chief Administrative Officer Lori Hillis will fulfill the duties of Returning Officer.

CARRIED

<u>7</u>.6 Rimoka Housing Foundation Endeavor to Assist

Motion 104/17

Moved by Mayor Pankiw to approve an endeavor to assist for Rimoka Housing Foundation, providing it is accompanied by a legal opinion from the Rimoka Housing Foundation on how endeavors to assist are registered and what the responsibilities would be for the Town of Rimbey.

CARRIED

7.7 F.O.I.P

Motion 105/17

Moved by Councillor Godlonton to accept the financial information presented by Mayor Pankiw regarding a recent FOIP request, as information.

CARRIED

8. Reports

8.1 Department Reports

- 8.1.1 Chief Administrative Officer Report
- Director of Finance Report 8.1.2
- 8.1.3 Director of Public Works Report
- **Director of Community Services Report** 8.1.4
- 8.1.5 Contract Development Officer Report

Motion 106/17

Moved by Councillor Godlonton to accept the department reports, as information.

CARRIED

8.2 Boards/Committee Reports

- 8.2.1 Beatty Heritage House Society Annual General Meeting Minutes of March 14, 2016, Minutes of January 16, 2017, Minutes of February 6, 2017 and the Beatty Heritage House Society Report for 2017
- 8.2.2 Tagish Engineering Ltd. Project Status Updates to March 2, and March 16, 2017
- 8.2.3 Rimoka Housing Foundation Minutes of February 15, 2017

Motion 107/17

Moved by Councillor Jaycox to accept the Beatty Heritage House Society Annual General Meeting Minutes of March 14, 2016, Minutes of January 16, 2017, Minutes of February 6, 2017, the Beatty Heritage House Society Report for 2017, the Tagish Engineering Ltd. Project Status Updates for March 2, and March 16, 2017, and the Rimoka Housing Foundation Minutes of February 15, 2017, as information.

CARRIED

8.3 Council Reports

- 8.3.1 Mayor Pankiw's Report
- 8.3.2 Councillor Godlonton's Report
- 8.3.3 Councillor Jaycox's Report
- 8.3.4 Councillor Payson's Report
- 8.3.5 Councillor Webb's Report

Motion 108/17

Moved by Councillor Webb to accept the Reports of Council, as information.

CARRIED

9. Correspondence <u>9.1 Correspondence – None</u>

10. Open Forum

10.1 Open Forum

Mayor Pankiw asked if any members of the gallery wished to address Council regarding any items from the meeting.

One person spoke regarding the endeavor to assist request and clarification on what an endeavor to assist is, and also advised Council of an upcoming event put on by The Beatty House regarding bike safety and is looking for a venue with concrete to hold the event.

One person spoke regarding the endeavor to assist.

Mayor Pankiw recessed the Council Meeting at 7:41 pm.

9 members of the public, Treena Mielke of the Rimbey Review, Director of Community Services Cindy Bowie and Director of Public Works Rick Schmidt departed the Council Meeting at 7:41 pm.

Mayor Pankiw reconvened the Council Meeting at 7:44 pm.

11. In Camera

11.1 In Camera

11.1 In Camera – Legal (Pursuant to Division 2, Section 27(1) of the Freedom of Information and Protection of Privacy Act.

11.2 Personnel (Pursuant to Division 2, Section 17(2) of the Freedom of Information and Protection of Privacy Act)

Motion 109/17

Moved by Councillor Godlonton the Council meeting go in camera at 7:45 pm, pursuant to Division 2, Sections 27(1) and 17(2) of the Freedom of Information and Protection of Privacy Act, with all Council, Chief Administrative Officer Lori Hillis, Director of Finance Wanda Stoddart, Development Officer Liz Armitage, Mr. Steve Schrader and Recording Secretary Kathy Blakely to discuss legal and personnel issues.

CARRIED

Mr. Schrader departed the In Camera Session of the Council Meeting at 7:54 p.m.

Motion 110/17

Moved by Councillor Godlonton the Council meeting reverts back to an open meeting at 8:27 pm.

CARRIED

Motion 111/17

Moved by Councillor Webb to extend the Regular Council Meeting beyond the 90 minutes as allocated for Council Meetings in Bylaw 924/16 Town of Rimbey Procedural Bylaw.

CARRIED

Motion 112/17

Moved by Councillor Jaycox the Council meeting go in camera at 8:28 pm, pursuant to Division 2, Sections 27(1) and 17(2) of the Freedom of Information and Protection of Privacy Act, with all Council, Chief Administrative Officer Lori Hillis, Director of Finance Wanda Stoddart, Development Officer Liz Armitage, and Recording Secretary Kathy Blakely to discuss legal and personnel issues.

CARRIED

March 27, 2017

Motion 113/17

Moved by Councillor Godlonton the Council meeting reverts back to an open meeting at 8:42 pm.

CARRIED

1 member of the public returned to the Council Meeting at 8:42 pm.

Motion 114/17

Moved by Councillor Godlonton to give Mr. Steve Schrader a draft lease agreement for the residential land at the Rimbey Airport, for his review.

CARRIED

Motion 115/17

Moved by Councillor Jaycox to appoint Merilyn Sargeant as a member of the Rimbey Municipal Library Board, for a three (3) year term, effective March 27, 2017.

CARRIED

Motion 116/17

Moved by Mayor Pankiw to have Administration to contact Brownlee LLP with regards to new information received this evening from the Development Officer.

CARRIED

12. Adjournment

Motion 117/17

Moved by Councillor Webb to adjourn the meeting.

CARRIED

Time of Adjournment: 8:45 pm.

	MAYOR RICK PANKIW
CHIEF ADMINISTRATIV	E OFFICER LORI HILLIS



5.1	
April 10, 2017	
Delegation – Stan Orlesky – Fortis Alberta	
Public Information	
Mr. Stan Orlesky will be presenting to Council a LED Conversion Option regarding streetlights in the Town of Rimbey.	
3	
LED Conversion Option, Town of Rimbey (Powerpoint Presentation)	
Administration recommends Council accept the presentation from Mr. Stan Orlesky of Fortis Alberta regarding the LED Conversion Option for streetlights in the Twon of Rimbey, as information.	
/i	
Apr 5/17	
Lori Hillis, CPA, CA Date	
Chief Administrative Officer	
Lori Hillis, CPA, CA Chief Administrative Officer Date	

LED Conversion Option

Town of Rimbey

October, 2016 Stan Orlesky







LED Conversion Overview

Scope

- Fortis owned cobra head streetlights
- Various streetlights not included

Proposal

- Maintenance Multiplier
- Proposal letter to AUC

Timeline

- AUC Approval
- 2017/18









Environmental Impacts

- **Rimbey** will save approx. **103,700** kWh/year Equivalent to:
 - Taking 14 cars off the road
 - Operating 13 homes
 - Planting 3040 trees per year
- HPS recycled components
- Dark Sky Friendly up light rating is 0







Billing Solution - Multiplier

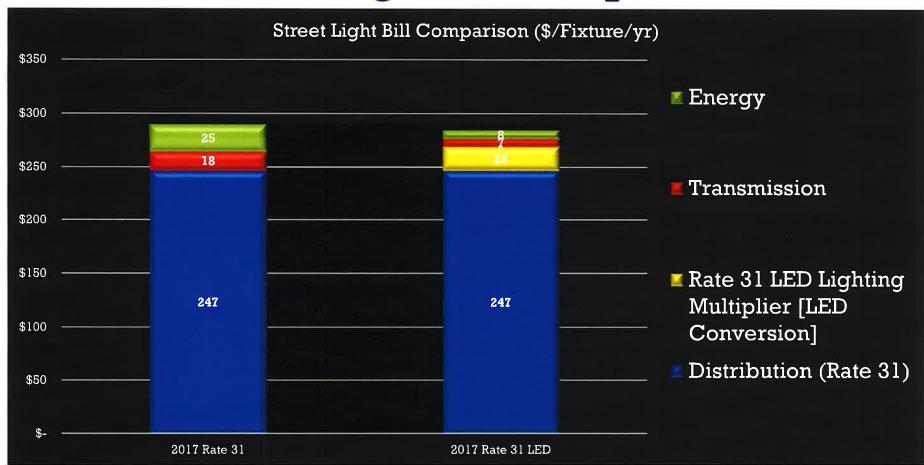
- Maintenance Multiplier Adjustment to Streetlight Rate (Rate 31)
 - No Upfront Costs
 - Immediate Conversion
 - Simple Billing Implementation
- Multiplier calculation:
 - conversion costs maintenance savings = 9%*

* AUC Proceeding #22381 proposes a multiplier reduction from 10% to 9%





Streetlight Bill Impacts



^{*}Uses proposed 1.09 multiplier as per AUC Proceeding 22381

^{**}Energy rate used = 4.95 cents





^{*}Depicts average 100 Watt HPS streetlight bill in FortisAlberta's service area without rate riders

Annual Streetlight Bill Comparison

Bill Comparison	Annual 2017 Rate 31	Annual 2017 Rate 31 LED	Annual Difference
Distribution (Rate 31)	\$247.07	\$247.07	
Rate 31 LED Lighting Multiplier [LED Conversion]		\$22.24	\$22.24
Transmission	\$17.59	\$7.39	(\$10.20)
Energy	\$25.45	\$8.05	(\$17.40)
Total Bundled Bill not including riders	\$290.11	\$284.75	(\$5.36)

^{*}Uses proposed 1.09 multiplier as per AUC Proceeding 22381





^{*}Depicts average 100 Watt HPS streetlight bill in FortisAlberta's service area without rate riders

^{**}Energy rate used = 4.95 cents

Installation/Maintenance

- Public Relations
 - Radio and print advertising
- Local installers/Safety procedures
- Maintenance







QUESTIONS

Next Step = Acknowledgement Letter







February 16, 2017

Town of Rimbey Attn: Lori Hillis Box 350 Rimbey, AB TOC 2J0

Dear Ms. Hillis,

Subject: Streetlight LED Conversion Option Offer

FortisAlberta worked with the Alberta Urban Municipalities Association to conduct a community assessment project to address municipal interest in Light Emitting Diode (LED) lighting technology. This project demonstrated that savings could be achieved with the use of LED technology by lowering consumption and reducing maintenance costs during the life of the fixtures. In addition, the technology supports environmental programs to reduce greenhouse gas emissions, which align with community environmental stewardship initiatives.

At your request, FortisAlberta is pleased to assess your needs and offer an LED conversion solution for your community. Upon acceptance of this offer, FortisAlberta will identify existing high pressure sodium (HPS) fixtures that qualify for conversion to energy-efficient LED fixtures. Qualifying fixtures include those that are currently billed on Street Lighting Service (Investment Option) Rate 31, and are not decorative style streetlighting, yard lighting or streetlights owned and operated by your municipality. Please see the accompanying presentation for more details.

The replacement of traditional HPS streetlights with LED lighting offers the following benefits:

- provides clearer and more consistent light quality;
- lowers energy consumption;
- improves safety and night visibility due to general light output, uniformity and higher color temperature (more vibrant white light);
- increases the life span of the fixture;
- reduces maintenance costs; and

• decreases the environmental footprint with no mercury, lead or other known disposable hazards.

The net incremental distribution cost of the conversion from existing HPS streetlights to LED streetlights will be addressed by applying a factor of 1.09 to the existing Rate 31 daily service charge, or an increase of approximately 9 per cent to the distribution charge. Subject to the Alberta Utilities Commission's approval, this factor is proposed to be billed as a "Maintenance Multiplier" for LED lighting conversions. The net incremental distribution cost consists of the installation of the new LED fixtures and the expected per fixture operating and maintenance savings associated with LED lighting.

The reduced energy consumption of the LED fixtures would provide savings that will be reflected in the transmission (including flow-through transmission riders) and retailer energy portions of your electricity bill. These savings for your community are estimated and included in the accompanying presentation.

Please review and sign the attached acknowledgement form. We will share this signed document with the Alberta Utilities Commission to confirm your expression of interest in our LED conversion.

Yours truly, Stan Orlesky Stakeholder Relations Manager On behalf of the Town of Rimbey, the undersigned hereby acknowledges and agrees that:

- a) Your acceptance of this proposal will constitute a formal request to FortisAlberta to proceed to the next steps of an LED conversion option outlined for your community;
- b) This acceptance will form part of our submission to the Alberta Utilities Commission to acknowledge your acceptance of the implementation of the "Maintenance Multiplier";
- c) The acceptance of this proposal confirms that the multiplier of 1.09 will be applied to the Rate 31 Distribution Component fixture service charge, which is amended and approved by the Commission from time to time, to arrive at the distribution charges for all fixtures that have been converted to LEDs in your community;
- d) This acceptance confirms your understanding that the "Maintenance Multiplier" may be amended and approved by the AUC from time to time. The multiplier factor may also be discontinued as a result of further application to the AUC;
- e) FortisAlberta will proceed with the implementation of this offer if and when the AUC acknowledges and approves the use of the "Maintenance Multiplier" for the purpose of converting fixtures from HPS to LED;
- f) In its capacity as an electric distribution service provider to the Municipality, FortisAlberta has presented all material required to make an informed decision;
- g) The costs and savings presented in this offer, along with other materials presented, are estimates only and are for illustrative purposes. The electricity service costs and savings will ultimately depend on the AUC-approved FortisAlberta distribution tariff, which is adjusted and approved by the Commission periodically, as well as, the retail energy costs as set by your retailer.

The Town of Rimbey		
Chief Administrative Officer	Date	



Council Organizational Agenda Item	7.1
Council Organizational Meeting Date	April 10, 2017
Subject	Rimbey Business Sector Sustainability Advisory Committee
For Public Agenda	Public Information
Background	This item was brought before the Council Organizational Meeting on October 24, 2016, where it was table to the November 14, 2016 Regular Council Meeting.
_ V	Motion 404/16
	Moved by Councillor Webb to table the Rimbey Business Sector Sustainability Advisory Committee to the November 14, 2016 Regular Council Meeting.
	CARRIED
	This item was brought before Council at the Regular Council Meeting held Monday, November 14, 2016 whereby the following motion was made:
	Motion 440/16
)ā	Moved by Mayor Pankiw to table discussions regarding the Rimbey Business Sector Sustainability Advisory Committee to the November 28, 2016 Regular Council Meeting.
	CARRIED
	This item was brought before Council at the Regular Council Meeting held Monday, November 28, 2016 whereby the following motion was made:
	Motion 520/16
	Moved by Councillor Payson to table discussions regarding the Rimbey Business Sector Sustainability Advisory Committee to the January 9. 2017 Regular Council Meeting.
	CARRIED
	This item was brought before Council at the Regular Council Meeting held Monday, January 9, 2017 whereby the following motion was made:
	Motion 008/17
	Moved by Councillor Webb to table discussion regarding the Rimbey Business Sector Sustainability Advisory Committee to April 10, 2017 Regular Council Meeting.
	CARRIED



	The Rimbey Business Sector Sustainability Advisory Committee was established in 2015 by way of Bylaw 897/15 and its terms of reference were adopted by motion		
	036/15.		
	The Current Committee Members are		
	Chairman Bob Stevenson (resigned Oct 19/16)		
	Committee Member Melvin Durand		
	Committee Member Duane Adams		
	Committee Member Steffon Olsen		
	Committee Member Steven Schrader		
1	Committee Member Tony Delyster		
	Committee Member Derrick Nordstrom		
	An email received Wednesday, October 19' 2016 indicates that Mr. Bob Stevenson will be stepping down as Chairman of the Committee.		
Discussion	Bylaw 897/15 states:		
	4. All Committee members will be appointed to the Committee on a continuous basis or until such time that:		
	a) The Council passes a resolution to cancel the appointment of one or more		
	Committee members, which it may do so at any time, for any reason; or		
	b) The Council determines that the mandate of the Committee is complete and		
	passes a resolution to cancel all Committee member appointments and/or		
	enacts a bylaw to rescind this bylaw.		
	eriacts a bylaw to rescilla this bylaw.		
Relevant			
Policy/Legislation			
Options/Consequences	To accept the Committee Members as previously appointed.		
	2. To make changes to the Committee appointments.		
	3. To terminate the Committee and request Administration to bring forth a		
	bylaw to rescind the bylaw.		
Financial Implications			
Attachments			
Recommendation	Administration recommends Council to determine a course of action for the Rimbey Business Sector Sustainability Advisory Committee.		
Prepared By:			
	N : 11 -		
	Now Nelles 17		
25	Lori Hillis, CPA, CA Date		
	Chief Administrative Officer		
Endorsed By:			
,			
	dow blessin		
	Lori Hillis, CPA, CA Date		
	Chief Administrative Officer		



Council Agenda Item	7.2	
Council Meeting Date	April 10, 2017	
Subject	Fees for Services Bylaw 905/15 Schedule "A"	
For Public Agenda	Public Information	
Background	Bylaw 905/15 states:	
	The Council of the Town of Rimbey, duly assembled, hereby enacts as follows:	
	The attached "Schedule A" for By-Law 905/15 establishes the fee services to the public and may be amended and replaced by Administration as necessary, by resolution of Council.	
Discussion	The attached changes have been made to Bylaw 905/15 Fees for Services Schedule "A":	
	Wording or amounts struck through will be removed and wording or amounts highlighted in yellow will be added.	
Relevant Policy/Legislation	Bylaw 905/15	
Options/Consequences Not applicable		
Financial Implications	As per Budget	
Attachments	Schedule A: Fees for Services	
Recommendation	Motion by Council to approve the amendments to Fees for Services Bylaw Schedule "A" as presented.	
Prepared By:		
	Lori Hillis, CPA, CA Chief Administrative Officer Date	
Endorsed By:		
Linuoiscu by.	Lori Hillis, CPA, CA Chief Administrative Officer Date	

\$15.00 Plain Paper
\$15.00 Plain Paper
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\$20.00 Laminated
\$25.00 Application Fee per request, plus as
allowed by the FOIP Regulations for
research \$25.00, including GST
\$25.00, including GST \$25.00 including GST
\$42.50, no GST
\$50.00 per Council Member in attendance,
fee may be waived
\$35.00 no GST, written request only
\$25.00 no GST
\$15.00 no GST
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\$35.00
\$85.00
\$50.00
\$250.00
\$50.00
Ć250.00/mlot
\$350.00/plot \$1700.00/niche
50% of the above price if only half plot is
requested
\$175.00/plot
50% of conventional Plot sale charge
\$320.00
\$400.00
\$365.00
\$465.00
\$100.00
\$160.00
\$50.00
\$250.00
\$150.00
\$1,000.00
\$1,000.00 \$110.00/ plot including GST
\$110.00/ plot including GST
\$25.00 no GST
\$23.00 NO G31
\$20.00 per year
\$40.00 per day

Planning and Development Fees (Bylaw 836/09)	
Development Permit Fees	
Permitted Use Development Permit	\$70.00
(development permit fee waived for home office or home business, motion 051/17)	4170.00
Discretionary Use Permit	\$150.00
Building Accessories (decks, sheds, garages, etc.)	\$50.00/accessory
Modular, Manufactured or Mobile Homes	\$70.00
Multi-Unit Dwellings	\$70.00 + \$25.00/unit (permitted use)
2.	\$120.00 + \$25.00/unit (discretionary use)
Signs	\$25.00/sign (permitted use)
	\$50.00/sign (discretionary use)
Performance Deposit	\$2000.00 or 1% of construction up to
	\$1,000,000.00 + \$1.50/\$1000.00 of
	construction value over \$1,000,000.00
Building Permit Fees	
Building Permit Fees	\$5.25/\$1000.00 of construction value up to
	\$1,000,000.00 + \$3.00/1,000.00 of
	construction value that exceeds
Minimum Fee	\$60.00
Modular Homes	\$0.35/sq.ft. of main floor space
Demolition Permit Fees	\$50.00 Residential/accessory building
	greater than 200 sq. ft.
	\$100.00 residential or commercial
	improvements requiring an inspection
Re-Inspection Fee	\$75.00
	773.00
Subdivision Fees	
Application of 3 lots or less	\$900.00 + \$100.00 pr new lot created
Application of 4 lots or more	\$1000.00 + \$200.00 per new lot created
Time Extension of Subdivision Approval (first)	\$250.00
Time Extension of Subdivision Approval (additional)	\$300.00
Endorsement (3 lots or less)	\$100.00 per new lot + remainder
Endorsement (4 lots or more)	\$200.00 per new lot + remainder
Lot line Adjustments Where No New Parcels are Created	\$1,000.00 (flat fee)
Separation of Title	\$800 (flat fee)
Condominium Unit Conversion	\$40.00 per unit
	y resoc per anno
Miscellaneous Fees	67F0 00 / 11 1 1 1 64 F00 00 / 1 1 1
Land Use Bylaw Amendments	\$750.00 (minor), \$1,500.00 (major)
Area Structure Plan Amendments	\$750.00 (minor), \$1,500.00 (major)
Municipal Development Plan Amendment	\$750.00 (minor), \$1,500.00 (major)
Outline Plan Amendment	\$750.00 (minor), \$1,500.00 (major)
Development Appeal Board	\$250.00
Encroachment Permit	\$275.00
Variance	\$200.00
Developments and Buildings Without a Permit	10% of estimated construction cost
Compliance Certificates	\$60.00 including GST
Compliance Certificate (Rush order, when available)	\$100.00 including GST
Confirmation of Zoning	\$50.00 including GST

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330.00
\$60.00
\$20.00
100
\$150.00/day or \$50.00 per hr
6245.00
\$215.00
\$130.00
\$78.00 \$39.00
\$357.00
\$195.00
\$130.00
\$65.00
\$97.50
\$71.50
\$52.00
\$26.00
\$5.00
GST not included in the above fees
\$80.00/hr \$90.00/hr (2017-2019)
\$100.00/hr \$110.00/hr (2017-2019)
\$120.00/hr \$130.00/hr (2017-2019)
\$130.00/hr \$140.00/hr (2017-2019)
\$95.00/hour \$105.00/hr (2017-2019)
\$350.00/day
\$35.00/program
\$500.00

Schedule "A" Fees for Services Bylaw 905/15		
Rimbey Aquatic Centre		
Adult (18+)		
Daily	\$5.00 \$5.50	
10 Punch	\$45.00 \$49.50	
Season	\$75.00 \$90.00	
Midseason	\$60.00 72.00	
Seniors (65+) Daily	\$4.00 \$4.50	
10 Punch	\$36.00 \$40.50	
Season	\$60.00 \$80.00	
Midseason	\$48.00 \$64.00	
Student (13-17)	φ 10100 φ 1100	
Daily	\$4.00 \$4.50	
10 Punch	\$36.00 \$40.50	
Season	\$60.00 \$80.00	
Midseason	\$48.00 \$64.00	
Youth (7-12)		
Daily	\$3.00 \$4.00	
10 Punch	\$27.00 - \$36.00	
Season	\$45.00 \$60.00	
Midseason	\$36.00 \$48.00	
Child (3-6)		
Daily	<mark>\$2.00</mark> \$3.00	
10 Punch	\$18.00 \$27.00	
Season	\$30.00 \$50.00	
Midseason	\$24.00 \$40.00	
Family		
Daily	\$12.00 \$15.00	
10 Punch	\$108.00 \$135.00	
Season	\$180.00 \$220.00	
Midseason	\$144.00 \$176.00	
Lessons		
Preschool	\$30.00 \$35.00	
Levels 1-4	\$40.00 \$45.00	
Levels 5-10	\$50.00 \$55.00	
Private	\$15.00 \$20.00	
Semi-Private Adult	\$20.00 \$25.00 \$35.00 \$40.00	
Rentals (per Hour)		
Pool & Area (0-30)	\$80.00	
Every extra 30	\$20.00	
Party Room	\$15.00	
Party Room (day)	\$40.00	
School Rentals - open Swim	y 10.00	
May-June 8:30-11:30 am / 12:30-3:00 pm	\$30.00/hour/lifeguard	
*0-39 Students = 1 lifeguard	4 - 1 - 2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	
*40-79 Students = 2 lifeguards		
*80-119 Students = 3 lifeguards		
Miscellaneous		
Swim Diapers	\$1.00	
Goggles	\$13-22	
Swim Caps	\$8.00	
Ear Plugs	\$4.00	
Programs		
Bronze Medallion	\$140.00	
Bronze Cross	\$110.00	
Junior Lifeguard Club	\$100.00	

Schedule "A" Fees for Ser	vices Bylaw 905/15
Public Works	
Sanding Truck	\$100.00 per hour (minimum)
Sand/Salt	\$40.00 per cubic Metre (minimum)
Street Sweeper	\$150.00 per hour (minimum)
Tandem Truck	\$115.00 per hour (minimum)
Backhoe	\$130.00 per hour (minimum)
Loader	\$175.00 per hour (minimum)
Skid Steer	\$100.00 per hour (minimum)
Snow Blower	\$100.00 per hour (minimum)
Street Grader	\$175.00 per hour (minimum)
Municipal Vehicles	\$75.00 per hour (minimum)
Grass Cutting Equipment	\$65.00 per hour (minimum)
Dust Control	Actual Cost of Dust Control Agent (min,
(Dust control services will not be provided after September 1 of each year)	100m)
Lagoon Dumping Fees	\$8.50 M ³
All equipment rentals include an operator. GST will also be ac	·
7 iii equipment rentais include an operator. Got will also be at	adea to the above rates.
Recycle Facility	
Residential (Town/County)	Free
Commercial	User Pay
All Trucks Over 1 Ton	\$40.00-\$50.00
Burn Pit	Rates should be the same with a restriction
Barrit	of all materials to be under 6' in length and
	1' in diameter
Concrete without Rebar	
Concrete with Rebar	\$25.00 per tonne \$40.00 per ton
Concrete with Kebai	\$40.00 per ton
Utilities	
Water Consumption	\$2.02m ³ (January 1, 2017)
Sewer	70% of water consumption charges
Meter Service Charges (Flat Rate)	·
5/8" meter	\$4.69 monthly
5/8 x 3/4" meter	\$4.69 monthly
3/4" meter	\$4.69 monthly
1" meter	\$7.81 monthly
1 1/2" meter	\$10.94 monthly
2" meter	\$15.63 monthly
3" meter	\$31.25 monthly
4" meter	\$62.5 monthly
Wastewater Disposal Fee	\$8.50 per cubic metre
Garbage Fee (Residential)	\$17.00 per month
Recycle Fee (Residential)	\$3.00 per month
Commercial meter rate depends on meter size.	33.00 bei illollitti
All properties are required to have water meters.	
In the event that a utility account is in arrears, the charges lev	vied nenalties and fees may be transferred to the
tax roll of the property and be collected by the same procedu	•
Municipal Enforcement	
Impound Fees	\$20.00 per day
<u> </u>	1 -1



Council Agenda Item	7.3	
Council Meeting Date	April 10, 2017	
Subject	2017 Municipal Election – Advance Vote	
For Public Agenda	Public Information	
Background	The General Municipal Election is Monday, October 16, 2017.	
	The Local Authorities Election Act (LAEA) S. 73 provides for an advance vote.	
	Advance Vote	
	73(1) An elected authority may by resolution provide for holding an advance vote or any vote to be held in an election.	
	(2) No advance vote shall be held within 24 hours of election day.	
	(3) If a resolution is enacted under subsection (1) the returning officer must determine the days and hours when the advance vote is to be held.	
Discussion	Duties of returning officer	
	14(1) In addition to performing the duties specified in this or any	
	other Act, a returning officer shall	
	(a) appoint a presiding deputy, deputies, constables and other	
	persons as required; (b) establish voting stations;	
	(c) designate at least 2 deputies to work at each voting station,	
	one of whom shall be designated as the presiding deputy,	
	who is to be in charge of the voting station;	
	(d) provide for the supply and delivery of ballots, ballot boxes,	
	instructions to electors and other necessary supplies to all	
	voting stations;	
	(e) give notice of nominations;	
	(f) receive nominations;	
	(g) declare acclamations;	
	(h) give notice of elections;	
	(i) do all things necessary for the conduct of an election. (2) A returning officer has all the duties and powers of a presiding	
	deputy and deputy.	
	(3) A returning officer may delegate any of the returning officer's	
	powers and duties to a constable, presiding deputy or deputy and	
	may impose conditions and restrictions on the delegation.	
Relevant Policy/Legislation	Local Authorities Election Act , current as of May 1, 2014	
Options/Consequences		



Financial Implications		
Attachments		
Recommendation	The Returning Officer recommends Council pass a motivoting in the Town of Rimbey for the 2017 Municipal Electrotes must not be held within 24 hours of election day and determine the dates, times and locations of the advance v	tion, providing any advance d the Returning Officer shall
Prepared By:	Katherine Blakely Returning Officer	April5/17 Date
Endorsed By:	Lori Hillis, CPA, CA Chief Administrative Officer	Apr 5)17 Date



Council Agenda Item	7.4
Council Meeting Date	April 10, 2017
Subject	2017 Municipal Election – Wolf Creek School Division No. 72
For Public Agenda	Public Information
Background	A letter received from the Wolf Creek Public Schools is requesting to hold a join election on October 16, 2017, as they have in previous municipal elections.
Discussion	The Local Authorities Election Act allows, by resolution, an elected authority to enter into an agreement with one or more elected authorities in the same area for the conduct of an election.
	Joint elections 2(1) An elected authority may hold an election separately or in conjunction with another elected authority in the same area.
	 (2) An elected authority may by resolution enter into an agreement with one or more elected authorities in the same area for the conduct of an election. (3) The agreement referred to in subsection (2) must state which elected authority is responsible for the conduct of the election, and that elected authority must ensure that the procedures prescribed under this Act for holding an election are complied with, including procedures in respect of the retention and destruction of election materials. (4) The elected authority that is responsible for the conduct of the election under an agreement referred to in subsection (2) has all the rights, powers and duties of the elected authorities that have entered into that agreement respecting the conduct of the election in the area to which the agreement applies, including the power to pass bylaws and resolutions but not the power to pass bylaws under section 27 or 118.
	In 2013, the Town of Rimbey and Wolf Creek School Division No. 72 entered into an agreement for election services. No election services were provided as they only received one nomination for School Board Trustee and was therefore acclaimed.
	An agreement has been prepared. It is exactly the same as in previous years with only the dates, times and locations being updated for 2017.
Relevant Policy/Legislation	Local Authorities Election Act s2(1)(2)



Options/Consequences		
Financial Implications	As per the agreement.	
Attachments	Wolf Creek Public Schools Letter of Request Town of Rimbey/Wolf Creek School Division No. 72 Agreen	nent
Recommendation	Administration recommends Council enter into an agreement with Wolf Creek School Division No. 72 to provide elections services during the 2017 Municipal Election.	
Prepared By:	Katherine Blakely Returning Officer	April 5/17 Date
Endorsed By:	Lori Hillis, CPA, CA Chief Administrative Officer	Apr 517 Date



Jayson Lovell Superintendent of Schools

6000 Highway 2A Ponoka, Alberta T4J 1P6

Phone(403) 783-3473 Fax (403) 783-3483

Departmental Faxes
Facilities & Transportation
(403) 783-3155
Inclusive Learning Services
(403) 783-3140

Wolf Creek Public Schools

February 22, 2017

Ms. Lori Hillis, CAO Town of Rimbey Box 350 Rimbey, Alberta TOC 2JO

RE: October 16, 2017 Civic Elections

In previous civic elections Wolf Creek School Division No. 72 has contracted with our municipal authorities to hold joint elections as provided under Section 2 of the Local Authorities Election Act. It would be our intention to enter into this same arrangement for the upcoming elections on October 16, 2017. As in past elections we will be appointing an individual to act as Returning Officer for our jurisdiction. Wolf Creek School Division will advertise for, and receive nominations for the positions of School Board Trustee for the Wolf Creek School Division No. 72. Where elections are necessary, it is our desired intent to contract with the respective municipalities to undertake a joint election as provided in the Local Authorities election Act.

We trust that you will once again be interested in providing this service and would like to discuss contract arrangements at your earliest convenience. Please respond to the undersigned with your intentions and comments.

Sincerely,

Jøseph J. Henderson, CGA Secretary Treasurer

/jh

RECEIVED
FEB 2.7 7017
TOWN OF RIMBEY



THIS AGREEMENT entered into this	day of	, 2017
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BETWEEN:

Town of Rimbey

Being a municipal corporation incorporated pursuant to the provisions of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26. (the "Municipality")

AND

Wolf Creek School Division No. 72

Being a School Division established pursuant to the laws of the Province of Alberta (the "School Division")

ELECTION SERVICES AGREEMENT

WHEREAS the General Election will be held on October 16 th , 2017 (the "Election");
AND WHEREAS Ward Nos72 of the School Division are located within the boundaries of the Municipality (the "Wards");
AND WHEREAS Section 3 of the <i>Local Authorities Election Act</i> , R.S.A. 2000 Chapter L-21, as amended, authorizes elected authorities to enter into an agreement for a joint election;
AND WHEREAS the School Division requires the Services of the Municipality for the purpose of handling the School Division election on October 16 th , 2017 for the Wards, as outlined in the attached Schedule "A" (the "Election Services");
AND WHEREAS the Municipality agrees to provide such Election Services to the School Division with respect to the Wards pursuant to the terms of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and

other good and valuable consideration herein contained, the parties hereto agree as follows:

1. Preamble and Schedules

- 1.1 The Parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that the same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:
 - 1.1.1 Schedule "A" Election Services

2. Fees

- 2.1 Subject to Paragraphs 2.2 and 2.3, the parties agree that the School Division will pay the Municipality 50% of the actual costs of the Election as it pertains to the Wards upon being presented with an invoice by the Municipality with supporting documentation evidencing the actual costs of staffing, Election supplies, facility rentals and all other costs relating to the Election as it pertains to the Wards.
- 2.2 In the event that the Municipality is not required to hold an Election, the School Division will pay the entire actual costs of the Election upon being presented with an invoice by the Municipality with supporting documentation evidencing the actual costs of staffing, Election supplies, facility rentals and all other costs relating to the Election.
- 2.3 In the event that the School Division is not required to hold an Election for any Ward then the parties are relieved of all obligations under this Agreement as it pertains to that Ward. The School Division shall notify the Municipality in writing no later than September 20, 2017 if it is not required to hold an Election any of the Wards.

3. Municipality's Responsibilities

- 3.1 The Municipality shall:
 - a) provide the Election Services as set out in Schedule "A to the School Division for the Election relating to the Wards,
 - b) perform the Election Services in accordance with the Local Authorities Election Act, R.S.A. 2000, c. L-21 as well as the Municipality's bylaws, policies and standards in relation to the Election Services.
 - c) appoint a Returning Officer for the purposes of providing the Election Services to the School Division (the "Returning Officer"), and
 - d) issue an invoice to the School Division for the Fees within 30 days of the Election.

4. School Division's Obligations

- 4.1 The School Division shall:
 - a) provide the Municipality with a sufficient number of ballots for the Election as it pertains to the Wards,
 - b) appoint the Returning Officer as being the returning officer for the purpose of being responsible for providing the Election Services in relation to the Wards,

- c) give notice of nomination for school trustees in relation to the Wards.
- d) receive trustee nominations at the local Ward office.
- e) given notice of the Election in relation to the Wards,
- f) provide all required advertising of the Election as it pertains to the Wards.
- g) pick up the sealed trustee ballot boxes and ballot accounts from the voting stations after the close of the voting stations on the Election day,
- h) declare the result of the Election for the School Division, and
- i) retain and subsequently destroy the trustee ballot boxes in relation to the Wards,

all in accordance with the Local Authorities Election Act, R.S.A. 2000, Chapter L-21.

4.2 The School Division shall pay the fees to the Municipality within thirty (30) days of receipt of the Municipality's invoice. Any amount not paid within thirty (30) days shall incur interest at the rate established in the Municipality's Master Rates Bylaw.

5. **Termination**

- 5.1 Subject to the earlier termination in accordance with the provisions of this Agreement, this Agreement shall terminate upon the successful completion of the October 16th, 2017 Election.
- 5.2 Either party may terminate this Agreement at any time and for any reason upon providing the other party with ten (10) days' advance written notice of its intention to terminate this Agreement.
- 5.3 Upon termination of this Agreement as set forth in Paragraphs 5.1 or 5.2, neither party shall have any further claims against, or be entitled to any further remuneration or compensation from, the terminating party.

6. Liability and Indemnity

- 6.1 The parties agree that Election Services provided under this Agreement by the Municipality are solely at the request of and for the benefit of the School Division. Accordingly, the parties agree that all risk and liability, of whatever nature and kind, arising directly or indirectly out of the provision of the Election Services by the Municipality to the School Division shall be borne by the School Division including but not limited to any risk and liability relating directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election, and any and all manner of legal proceedings brought pursuant to the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, other statute or the common law, including but not limited to any costs incurred by the Municipality or School Division or awarded against the Municipality or School Division as result of legal proceedings brought pursuant to the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, other statute or common law, including the costs of producing election materials, legal costs calculated on a solicitor and his own client basis (both as may be incurred by and awarded against the Municipality and the School Division) and the cost of holding a new election.
- 6.2 The School Division agrees that neither the Returning Officer nor the Municipality or any of its elected officials, officials, officers, employees, volunteers, representatives, contractors, insurers or agents or anyone else engaged by or on behalf of the Municipality in the delivery or performance of Election Services under this Agreement shall be liable for the manner in which the Election Services were

provided including, but not limited to, negligence in the provision of the Election Services or failure to adhere to the provisions of the Local Authorities Election Act, R.S.A. 2000 Chapter L-21. The School Division hereby releases the Returning Officer, the Municipality, its elected officials, officials, officers, employees, volunteers, representatives, contractors, insurers and agents and anyone else engaged by or on behalf of the Municipality in the delivery of or performance of Election Services under this Agreement from any and all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon the provision of, the manner of provision of, or any failure to provide Election Services under or attributable to this Agreement including negligence in providing Election Services under this Agreement or failure to adhere to the provisions of the Local Authorities Election Act, R.S.A. 2000 Chapter L-21, including but not limited to any claims, demands, loss, costs, damages, actions, suits or other proceedings whatsoever relating, directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election and any and all manner of legal proceedings brought pursuant to the Local Authorities Election Act, R.S.A. 2000 Chapter L-21, other statute or common law, including but not limited to the costs of producing election materials, legal costs calculated on a solicitor and his own client basis (both as may be incurred by and awarded against the Municipality and the School Division) and the cost of holding a new election.

- 6.3 The School Division agrees to indemnify and save harmless the Returning Officer, the Municipality, its elected officials, officials, officers, employees, volunteers, representatives, contractors, insurers or agents and anyone else engaged by or on behalf of the Municipality in the performance of Election Services under this Agreement from and against all claims, demands, loss, costs (including legal costs on a solicitor and his own client basis incurred by or awarded against the Municipality), damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to this Agreement or any action taken or not done, including any negligent action, under this Agreement or failure to adhere to the provisions of the Local Authorities Election Act, R.S.A. 2000 Chapter L-21, or any loss, cost, or damage resulting from the provision of Election Services under this Agreement including but not limited to any matters relating, directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election and any manner of legal proceedings brought pursuant to the Local Authorities Election Act. R.S.A. 2000 Chapter L-21, other statute or common law, including but not limited to the costs of producing election materials, legal costs calculated on a solicitor and his own client basis (both as may be incurred by and awarded against the Municipality and the School Division) and the cost of holding a new election.
- The School Division shall have the obligation to defend with all due diligence, at its sole cost, all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to this Agreement or any action taken or not done under this Agreement arising from the provision of Election Services by the Municipality under this Agreement including but not limited to any matters relating, directly or indirectly, to a judicial recount, ballot inspection, controverted election, invalid election and any and all manner of legal proceedings brought pursuant to the *Local Authorities Election Act*, R.S.A. 2000 Chapter L-21, other statute or common law (collectively referred to as the "Claim").
- If any Claim is threatened, asserted, suggested, filed, brought or commenced against the Municipality, the Returning Officer or any of the Municipality's elected officials, officials, officers, employees, volunteers, representatives, contractors, insurers, agents or anyone else engaged by or on behalf of the Municipality (the "Municipality Group") in the performance of Election Services under this Agreement relating to any of the matters for which the Municipality Group is indemnified hereunder, the Municipality shall notify the School Division in writing thereof, and the School Division shall promptly assume the legal representation and defence thereof, including the employment of legal counsel acceptable to the Municipality to represent the interests of the Municipality Group in any such Court proceedings including any appeals, arbitration, and in the negotiation of any settlement, whether such negotiation is direct, facilitated or occurs through mediation. Any failure of the Municipality to notify the School Division of such Claim shall not impair or reduce the obligations of the School Division hereunder. The Municipality Group shall have the right, at the sole expense of the School Division (which expense shall be included in the indemnified claims), to employ separate legal counsel in connection with any Claim and to participate independently in the defence thereof. If the

School Division fails to discharge or undertake to defend the Municipality Group against any Claim, the Municipality Group, at its sole option and election, may defend or settle such Claim at the sole expense of the School Division. In the event that the School Division fail to discharge or undertake to defend any Claim, the liability of the School Division to the Municipality Group hereunder shall be conclusively established by any settlement entered into by the Municipality Group in good faith, such good faith shall be conclusively established if the settlement is made on the advice of independent legal counsel for the Municipality Group. The amount of the Claims for which the Municipality Group is entitled to indemnity hereunder shall include any amount paid through arbitration proceedings or settlement negotiations and full indemnity of all costs and expenses relating thereto (including legal fees on a full indemnity basis).

- The School Division shall not, without the prior written consent of the Municipality Group, settle or compromise any Claim or consent to the entry of any judgment (i) in which the claimant or plaintiff does not unconditionally release the Municipality Group from all liability in respect of such Claim and a dismissal of such Claim with prejudice, or (ii) that may adversely affect (as determined by the Municipality) the Municipality Group or obligate the Municipality Group to pay any sum or perform any obligation.
- 6.7 The School Division shall pay to the Municipality the amount of all Claims within ten (10) days after written notice from the Municipality itemizing the amounts thereof incurred by the Municipality to the date of such notice without waiting for the final determination of any such Claim. Any such amounts not paid within such ten (10) day period shall bear interest at the interest rate established in the Municipality's Master Rates Bylaw from the date incurred until paid in full.
- During the term of this Agreement, the School Division shall, at its own expense, maintain or have maintained with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to the Municipality and its insurers, acting reasonably, insurance in a form satisfactory to satisfy the School Division's obligations to the Municipality under this Agreement in an amount of not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) DOLLARS for any one occurrence.
- 6.9 Prior to September 30, 2017, the School Division shall provide to the Municipality documentary evidence of such insurance. Failure for any reason of the School Division to furnish or have furnished such evidence may be considered a breach of this Agreement allowing the Municipality, at its sole option, the right to terminate the Agreement immediately.
- The indemnity set out in this Part shall include any claim, demand, loss, cost, damage, action or suit that is not covered by insurance or, if insured, is under insured.
- 6.11 The Provisions of Section 6 of this Agreement are in addition to and shall not prejudice any other rights of the Municipality at law or in equity.
- 6.12 The School Division's obligations under this Part shall survive the termination of this Agreement for any reason whatsoever, and shall remain binding on the School Division until all such obligations are satisfied in full.

7. Miscellaneous

- 7.1 The Municipality is an independent contractor and shall not be deemed to be a servant, employee, or agent of the School Division.
- 7.2 The terms contained within this Agreement, including any recital and any Schedules attached hereto, shall constitute the entire agreement between the parties. Words within this Agreement importing number or gender shall be construed in grammatical conformance with the context or the party or parties in reference. Any term or provision of this Agreement which is found to be invalid or unenforceable shall be severed from the balance of the document, and shall not affect the enforceability of the remainder of this Agreement.
- 7.3 Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:
 - (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
 - (b) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answerback confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
 - by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or three (3) days after the same has been mailed in a prepaid envelope by double registered mail to:

(a) To the Municipality:

Town of Rimbey
Box 350
Rimbey, AB T0C 2J0
Via Email: generalinfo@rimbey.com

Via Fax: 403-843-6599

Phone: 403-843-2113

Attention: Lori Hillis, CPA, CA

Chief Administrative Officer

(b) To the School Division:

Wolf Creek Public Schools 6000 Highway 2A Ponoka, AB T4J 1P6

Via Fax: 403-783-3483

Phone: 403-783-3473

Attention: Joseph J. Henderson, CGA

or to such other address as each party may from time to time direct in writing.

- 7.4 This Agreement is not assignable, either in whole or in part, without the assigning Party having obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 7.5 Any term or condition of this Agreement may be amended or added by exchange of letters signifying mutual agreement between the parties to amend or add such term and condition and all other terms and conditions of this Agreement shall remain unchanged.
- 7.6 If either party shall be prevented or delayed from performing any of its obligations hereunder by reason of any act of God or nature, the Queen's enemies, strike, threat of imminent strike, lock-out, fire, flood, war, insurrection or mob violence, requirement or regulation of government (including complete or partial road ban) or any disabling cause beyond the control of such party or which cannot be overcome by the means normally employed in the performance of such obligations, then, and in such event, failure to perform shall not be deemed a breach of this Agreement but performance of the aforesaid obligations of the parties hereto under this Agreement shall be suspended during such period.
- 7.7 This Agreement shall be governed by the laws of the Province of Alberta.
- 7.8 This agreement shall ensure to the benefit of and be binding upon the Parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF the parties have hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf as of the day and year first above written.

Wolf Creek School Division No. 72	Town of Rimbey	

Schedule "A"

"Election Services"

- 1. The Municipality shall provide Election training sessions to individuals working at the voting stations in the Municipality prior to October 16, 2017.
- 2. The Municipality shall provide all necessary Election officials to conduct the Election in accordance with the *Local Authorities Election Act*, R.S.A. 2000, L-21, as amended.
- 3. The Municipality shall set up the following voting stations in the Municipality for the Election (the "Voting Stations"):

Advance Poll
Peter Lougheed Community Centre (Kinsmen Room)
5109 – 54 Street
Thursday, October 12, 2017 – 10:00 am to 8:00 pm

Advance Poll
Parkland Manor Lobby
4906 – 54 Ave
Saturday, October 14, 2017 - 10:00 am to 2:00 pm

Election Day
Peter Lougheed Community Centre Main Auditorium
5109 – 54 Street
Monday, October 16 at 10:00 am to 8:00 pm

- 4. The Municipality shall ensure that the Voting Stations comply with the requirements of the *Local Authorities Election Act*, R.S.A. 2000, L-21, as amended. In particular, the Municipality shall ensure that the Voting Stations are:
 - a. Furnished with one or more voting compartments arranged and that voting instructions are posted in each voting compartment:
 - b. Supplied with separate ballot boxes for the School Division Election:
 - Supplied with all necessary Election materials including a sufficient number of ballots for the School Division Election as provided by the School Division in accordance with Part 4 of this Agreement;
 - d. Open from 10 00 a.m. until 8:00 p.m. on October 16th, 2017; and
 - e. Such other requirements as may be set out in the *Local Authorities Election Act*, R.S.A. 2000, L-21, as amended and regulations enacted thereunder.
- The Municipality shall ensure that all ballots for the School Division Election are issued, collected, examined, counted and recorded in accordance with the *Local Authorities Election Act*, R.S.A. 2000, L-21, as amended.
- 6. The Municipality shall report the ballot counts for the trustees pertaining to the Wards to the School Division on Election day.
- 7. The Municipality shall release the sealed School Division Election trustee ballot boxes to the School Division after the completion of the Election.



Council Agenda Item	7.5
Council Meeting Date	April 10, 2017
Subject	Rimbey Nursery School
For Public Agenda	Public Information
Background	The Rimbey Nursery School leases space in the Peter Lougheed Community Centre for a classroom to facilitate their program.
	The Rimbey Nursery has submitted a letter of request to place at 10' x 14' shed for storage of their large theme props, seasonal items as well as their outdoor play items at the Peter Lougheed Community Centre. They have suggested it could be located in the indentation on the south east corner of the community centre where it could be easily accessible and out of the way of ploughing, however, they would be happy with any location Council deems suitable.
Discussion	A shed of this size, according to our new land use bylaw would not require a development permit, however, they would still need to abide by the setback requirements of 2 meters from any building.
Relevant Policy/Legislation	,
Options/Consequences	 Council may authorize the request for the placement of the shed at the Peter Lougheed Community Centre. Council may deny the request to place a shed at the Peter Lougheed Community Centre. Council may choose an alternate location for a placement of a shed at the Peter Lougheed Community Center.
Financial Implications	N/A
Attachments	Letter of request and picture of area requested Pros and Cons provided by Director of Community Services
Recommendation	Administration requests Council determine a course of action for the request from the Rimbey Nursery School regarding the storage shed.
Prepared By:	Lori Hillis, CPA, CA Chief Administrative Officer Date
Endorsed By:	Lori Hillis, CPA, CA Chief Administrative Officer Apr 7]17 Date



February 14, 2017

To: Town of Rimbey

We, the staff and board of the Rimbey Nursery School are writing you with a request that we sincerely hope you will consider.

As you know, we are located in the Peter Lougheed Community Centre where we lease our wonderful classroom from the Town of Rimbey. We feel that we have a great partnership with the town as we have a great facility to house our program in and our program brings many families from the community into the centre. We love our classroom space and being a part of the community centre family.

Our only concern with our classroom is our lack of storage space. This brings us back to the subject of this letter. We would like to get permission from the Town to put a shed on the community centre property. It would be used for our large theme props, our seasonal items as well as our outdoor play toys. It would be a great asset to the teachers and our program to have these items readily accessible year round. It would also help us with safety code regulations as our fire inspector has requested that we remove a large portion of our toys from our storage area in the classroom.

The shed, if approved, would be about 10' X 14' and we were hoping to have it built by the RJSHS shop class with building materials being purchased from local suppliers. We thought that it could possibly be located in the indentation on the South East corner of the community centre (see attached photo). It would be easily accessed there and out of the way of plowing, etc. but we would be happy with any location that you would choose.

We would like to thank you in advance for your consideration of our request and we anxiously await your decision.

Sincerely,

Rimbey Nursery School Board and Staff

Box 778 Rimbey, Ab Phone 843-2813 Email rimbeynurseryschool@gmail.com





Nursery School Storage Shed

<u>Pros</u>	Cons	
They will have their own storage close by, so they will not need to use our storage space	Precedent – Other groups may want storage sheds as well	
Good working relationship with community organization	Grass cutting/weed whipping around another building	
Location – out of the way	Location – unlevel, snow from Zamboni	
➤ Following fire code — less material in their rental space	Insurance?	

Submitted by Cindy Bowie, Director of Community Services



Council Agenda Item	7.6
Council Meeting Date	April 10, 2017
Subject	FCM Legal Defense Fund
For Public Agenda	Public Information
Background	The Federation of Canadian Municipalities (FCM) has sent out a letter to all municipalities regarding the FCM's Legal Defense Fund. This has been a critical tool in defending the national legal interests of Canada's Municipalities. When a member calls on FCM to intervene in a court case of national importance, it's the Legal Defense Fund that makes this support possible. After years of activity, FCM's Legal Defense Fund has been fully depleted.
Discussion	FCM has established a long term strategy to recapitalize the Legal Defense Fund annually – beginning with an immediate call for contributions to cover ongoing legal costs. While support is voluntary, they strongly encourage members to contribute. FCM's Board of Directors has established a set contribution formula of 2 cents per capita. This amount can be changed based on our budgetary situation. Starting next fall, municipalities will be invited to make an annual voluntary
	contribution to the long term viability of the Fund as part of the FCM's yearly membership drive. The voluntary invoice received by the Town of Rimbey is currently valued at \$57.43.
Relevant Policy/Legislation	
Options/Consequences	 Council may choose pay the voluntary invoice of \$57.43. Council may choose to amend the value of the voluntary invoice. Council may choose to not pay the voluntary invoice.
Financial Implications	
Attachments	FCM Letter
Recommendation	Administration recommends Council determine if they wish to pay 2 cents per capita to rebuild the FCM Legal Defense Fund.



President Président

Clark Somerville Councillor Regional Municipality of Halton ON

First Vice-President Première vice-présidente

Jenny Gerbasi Councillor City of Winnipeg, MB

Second Vice-President Deuxlème vice-présidente

> Sylvie Goneau Conseillère Ville de Gatineau QC

Third Vice-President Troislème vice-président

> Bill Karsten Councillor Halifax Regional Municipality, NS

> Past President Président sortent

Raymond Louie Acting Mayor City of Vancouver BC

Chief Executive Officer Chef de la direction

Brock Carlton Ottawa, ON

24 rue Clarence Street Ottawa Ontario K IN 5P3

> T 613-241-5221 F 613-241-7440

> > www fem ca 🕟

March 17, 2017

Dear Mayor and Members of Council,

For the past 20 years, FCM's Legal Defense Fund has been a critical tool in defending the national legal interests of Canada's municipalities. When a member calls on FCM to intervene in a court case of national importance, it's the Legal Defense Fund that makes this support possible. The Fund has been instrumental in setting important legal precedents on a number of issues that are of crucial importance to all municipalities. These include rights-of-way management, payments in lieu of taxes, environmental protection as well as the constitutional ability of municipalities to exercise their legislative powers.

After years of activity, FCM's Legal Defense Fund has been fully depleted. Now we need municipalities like the Town of Rimbey to help restore the long-term health of the Fund.

A robust Legal Defense Fund is more important than ever. As courts — particularly the Supreme Court — become more strict with regard to the number of intervening parties they will allow in any given case, FCM is consistently recognized as the sole municipal intervener in cases with national implications. That means the Fund is the most certain and cost-effective way of protecting municipal legal rights in bodies such as the Courts of Appeal (provincial and federal), the Supreme Court of Canada and administrative bodies like the CRTC. While the Fund is used specifically for costs incurred directly by FCM, its influence in setting national legal precedents benefits every municipality in Canada. A recapitalized Fund will enable FCM to continue its longstanding efforts to maintain adequate municipal control over local rights-of-way and to maximize cost-recovery — while also bringing the municipal voice to a broad range of legal issues. What's more, it will support a growing demand for FCM to seek out proactive legal opinions on emerging policy issues, such as marijuana legalization. This will help provide all municipalities with the best legal advice available at a fraction of the cost, while contributing to the development of a united municipal response on national issues.

FCM has established a long-term strategy to recapitalize the Legal Defense Fund annually — beginning with an immediate call for contributions to cover ongoing legal costs. While support is voluntary, we strongly encourage members to contribute. FCM's Board of Directors has established a set contribution formula of 2 cents per capita. Enclosed is a voluntary invoice that indicates the Town of Rimbey's proposed contribution for this year. This amount can be changed based on your budgetary situation. Starting next fall, municipalities will be invited to make an annual voluntary contribution to the long-term viability of the Fund as part of FCM's yearly membership drive.

All of us have a role to play in advancing the legal interests of Canada's municipalities. Thank you in advance for your immediate and ongoing support of the Legal Defense Fund. For more information, visit the membership page at fcm.ca or email info@fcm.ca.

Sincerely,

Clark Somerville FCM President

RECEIVED

MAR 2 4 2017

TOWN OF RIMBEY





7.7
April 10, 2017
Rimbey Spray Park
Public Information
The Rimbey Spray Park has not been operational for 2 years. In 2015 the Spray park was started with a large volume of water running underground from the equipment to the spray park mechanical vault. It was determined at that point the Spray park had many underlying problems and that a large amount of dollars would be needed to fix it.
During the 2017 Budget deliberations, Council decided to demolish the existing Spray Park, add a fence around the area to increase the picnic space for the pool users and add 2 water features to the beach area of the existing outdoor pool. The total amount budgeted for this project was \$86,000.
A quote was received from Moore Maintenance Ltd in December to repair the existing Splash Park with many unknown variables to be determined as the repairs began. The letter indicates the offer is valid thirty days from date of quote.
The 2017 Ponoka County budget does not include any funds for repairing the Spray Park.
N/A
 Council may choose to keep the decision made during budget deliberations. Council may choose to contract Moore Maintenance Ltd to do the repairs to the existing spray park. Council may choose to tender the repairs to all interested parties that may want to work on the spray park.
4. Approved 2017 Budget
Moore Maintenance Ltd. Quote to repair the existing Spray Park
Administration recommends that Council stands by their decision made at budget time.



Prepared By:

Apr 5/17
Cindy Bowie
Director of Community Services

Endorsed By:

Apr 5/17
Date

Date

Apr 5/17
Date

Chief Administrative Officer

MOORE MAINTENANCE LTD.

C5 - 37 Burnt Basin Street

Red Deer, AB **T4P 0J4**

Phone Number: (403) 357-4187

Office Number: (403) 358-7727

e-mail: mooremaintenance@shaw.ca

December 8, 2016

Attention: Cindy Bowie

Town of Rimbey 5109 54th street Box 350 Rimbey, AB TOC 2J0

Re: Rimbey Spray Park

We are pleased to provide you with a quote of \$91,460.00 (Ninety-One Thousand Four Hundred Sixty Dollars) plus GST for the Spray Park project. Our suggested scope of work is to remove the existing spray park equipment off the concrete pad it is currently sitting on. Remove the existing concrete. Re plumb pipes to get adequate grade to achieve drainage on pipes when not in use as existing lines currently do not drain on their own. The intention is also to replace the pvc pipe with an alternate pipe that is more resistant to heaving and freezing such as an aquatherm pipe which is fused and not glued. Once the plumbing is complete and trenches are backfilled and packed we would like to build up the pad so water would not pool on the concrete. The new pad would be built on piles and Styrofoam would be installed under the concrete also to eliminate heaving. Then we would reinstall the spray park equipment on the new concrete pad. Our quote is based on drawings, photos, and verbal information provided to Moore Maintenance Ltd on November 29, 2016.

Temporary fence: for security and safety – includes install and removal	\$1,100.00
Removal of existing spray park: will be stored on site	\$6,500.00
Removal of concrete: breaker, bobcat, hoe and disposal of concrete	\$6,500.00
Excavate and pour piles (includes cages and rebar):	\$9,460.00
Re plumb: aqua therm product pipe included – pipe to existing mechanical pumps	\$23,000.00
Styrofoam: 2" Styrofoam under new pad	\$6,000.00

Base work (includes crush gravel): to raise spray park approximately 300mm

\$13,400.00

Concrete (includes forms, pour, and stripping of forms):

\$19,000.00

Reinstall spray park: commission and test

\$6,500.00

\$91,460.00 plus GST

There may be additional charges for unforeseen issues and/or faulty parts that have not been identified at the time of this quote. Offer valid for thirty days from date of quote. Pricing does not include GST. Invoices are due upon receipt, 2% per month interest on accounts over 30 days. Please call (403) 357-4187 or e-mail at majoremaintenance@shaw.ca if you have any questions.

Sincerely,

Jeremy Moore



Council Agenda Item	8.2
Council Meeting Date	April 10, 2017
Subject	Boards/Committee Reports
For Public Agenda	Public Information
Background	Various community groups supply minutes of their board meetings to Council for their information.
Discussion	
Relevant Policy/Legislation	Not applicable
Options/Consequences	Accept the various community groups' board meeting minutes submitted to Council as information. Discuss items in question from the submitting community boards with Council members who sit as a member on the Board.
Financial Implications	Not applicable
Attachments	8.2.1 Beatty Heritage House Society Minutes of March 6, 2017
Recommendation	Motion by Council to accept the Beatty Heritage House Society Minutes of March 6, as information.
Prepared By:	Lori Hillis, CPA, CA Chief Administrative Officer
Endorsed By:	Lori Hillis, CPA, CA Chief Administrative Officer

Beatty Heritage House Society

March 6, 2017 Meeting

The meeting was called to order at 8:25 PM by Chairperson Teri Ormberg.

In attendance: Teri Ormberg

Jackie Anderson

Florence Stemo

Annette Beerman Ed Grumbach

Murray Ormberg
Fred Schutz

Bronwen Jones

Annelise Wettstein

Judy Larmour

Jan Boyarzin (Active Member)

MINUTES of previous meeting (February 6, 2017) read by Florence. Adopted as read by Jackie; seconded by Ed. Carried.

CORRESPONDENCE: Invitation to all members to the annual Volunteer Appreciation Evening on April 24, 2017. Moved by Bronwen seconded by Florence that we send \$25.00 to the Volunteer Week Committee to cover the cost for members who wish to attend.

TREASURER'S REPORT: Jackie reported a Balance of \$25,896.61. She has placed \$20,000 in a High Yield Savings Account. Jackie moved the adoption of her report. Seconded by Fred. Carried.

OLD BUSINESS:

FRIENDS OF THE BHH NEWSLETTER: Bronwen explained her idea of a newsletter and invited submissions for inclusion in such a letter.

SUMMER STUDENT: An ad will be placed in the Rimbey Review, and included in the Town Info ad in the RR as well.

HOME ROUTES CONCERTS: The next concert, scheduled for April1, is "Sweet Alibi" (three girls). Jackie and Judy will host. Jackie will contact the appropriate person to do an Occupancy Permit Assessment, which will update us on the legal capacity of the BH for public functions. Fire extinguishers are due for inspection.

CONCERT: Barry and Michelle Patterson are coming Friday, April 28.

CANADA 150: We plan to plant red and white flowers in the BHH gardens this season, and to acknowledge the 150th birthday on Rodeo Day. This year's quilt for raffle has been especially designed to note Canada's 150th birthday. Our current thought is that we will highlight Canada 150 at our Alberta Arts celebration in the fall.

WOODDALE QUILT: Florence will accept the completed quilt at the Wooddale Ladies' meeting on April 6.

RICK HANSEN GRANT: Decision made to not apply for this grant to assist in making the BHH wheelchair-accessible, as this project would require too many changes that would interfere with the historical integrity of the House.

NEW BUSINESS:

HEALTH INSPECTOR: Note: Wash tables with bleach. Provide washing station. WEBSITE CLEANUP: Moved by Jackie, seconded by Bronwen that we get a quote from Claudia Boeking re this job. Carried.

EARTH DAY: April 22, 2017. Bronwen and Florence will meet re an event.

NEXT MEETING: April 3, 2017.

ADJOURNMENT: By ED at 10:10PM.

Florence Stemo Secretary

Florence Sterno