

TOWN OF RIMBEY

TOWN COUNCIL AGENDA

**AGENDA FOR REGULAR MEETING OF THE TOWN COUNCIL TO BE HELD
ON MONDAY March 25, 2013 AT 7:00 PM IN THE COUNCIL CHAMBERS OF
THE TOWN ADMINISTRATION BUILDING**

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11.	Adjournment	

1. Call to Order Mayor Ibbotson called the meeting to order at 7:00 pm, with the following in attendance:
- Mayor Sheldon Ibbotson
 Councillor Jack Webb
 Councillor Paul Payson
 Councillor Scott Ellis
 Councillor Gayle Rondeel
 CAO Tony Goode
 Director of Finance – Lori Hillis
 Assistant CAO/Development Officer - Melissa Beebe
 Recording Secretary – Kathy Blakely
- Absent:
- Public:
 Treena Mielke - Rimbey Review
 Ann-Marie Rogers Cooper, Miss Teen Ponoka County-World
2. Public Hearing 2.1 None
3. Adoption of Agenda of 3.1. Mar 11, 2013 Agenda
Motion 068/13
- Moved by Councillor Ellis to accept the agenda as presented.
- CARRIED
(5-0)
4. Minutes 4.1 February 25, 2013, Council Regular Meeting Minutes
Motion 069/13
- Moved by Councillor Webb to accept the February 25, 2013, Council Regular Meeting Minutes as presented.
- CARRIED
(5-0)
5. Delegation 5.1 Ann-Marie Rogers Cooper, Miss Teen Ponoka County - World
- Mayor Ibbotson thanked Ann-Marie Rogers Cooper, Miss Teen Ponoka County, for attending the meeting, inviting her to commence her presentation.
- Miss Rogers Cooper indicated that she recently competed in the Miss Teen Canada World Regional Pageant where she was honored with the title of Miss Teen Ponoka County-World. As a result of this placement, she will be representing Ponoka County, including Ponoka, Rimbey and Bluffton at the national pageant to be held in Toronto in July 2013. Each delegate needs to raise a total of \$2500.00, plus applicable taxes for her entry fee. It was noted that the money goes to “Feed the Children”.
- Miss Rogers Cooper indicated that she is requesting sponsorship to assist with the costs associated with entering this national pageant.
- Mayor Ibbotson thanked Miss Rogers Cooper for her presentation and wished her well at the national pageant.
- Miss Rogers Cooper departed the meeting at 7:08 pm.
6. Bylaws 6.1 None

7. New and Unfinished Business

7.1 58 Avenue Reconstruction Tender

58th Avenue re-construction 2013 capital project was tendered the first part of the year with a closing date of February 14, 2013. Five Contractors picked up tender documents of which three submitted tenders. The results were as follows:

Border Paving	\$300,893.96
Central City Asphalt	\$410,793.37
Carmacks	\$414,524.88

All tenders include the necessary bonding, insurance documentation, 10% contingency allowance and GST.

Tagish Engineering reviewed the tenders and recommend awarding the tender submitted by Border Paving, for the tendered price of \$300,893.96 (including GST). Once acceptance from the Town of Rimbey, Tagish Engineering, will issue a "Notice of Award" to Border Paving.

Administration recommends that Council award the tender of 58th Avenue Reconstruction to Border Paving for the tendered price of \$300,893.96 (including GST).

Discussion ensued on the original construction of the road and the sewer. This tender will also include some road patching, and concrete repair. Development officer reiterated the locations of repair to Council. Discussion ensued on the timeline for the project.

Motion 070/13

Moved by Councillor Rondeel that Council award the tender of 58th Avenue Reconstruction to Border Paving for the tendered price of \$300,893.96 (including GST).

CARRIED
(5-0)

7.2 Tree Pruning RFP

The Town of Rimbey has many areas that have not properly been managed and put out an RFP seeking contractor pricing to prune trees that are overhanging alleys and boulevards with a closing date of February 22, 2013. Three contractors picked up RFP packages of which two submitted tenders. The results were as follows:

G.O. Contracting	\$8,295.00
Bushwacker Tree Removal	\$56,700.00

The tenders do not include GST. All RFP's had to include insurance documentation and be in good standing with WCB. Administration and Public Works reviewed the proposals and recommend awarding the RFP submitted by G.O. Contracting, for the tendered price of \$8,295.00 (not including GST). Once acceptance from Council, administration will notify the contractor to begin work and advertising will begin on March 12, 2013 as a half page advertisement outlining the tree pruning program.

Motion 071/13

Moved by Councillor Rondeel that the tree pruning program be deferred to budget meeting for further discussion.

CARRIED
(5-0)

7.3 Assessment Services Contract

The Town has a contract with Municipal Property Consultants for assessment services since 1995. The term of the contract is up for renewal for the assessment services, for an additional five years contract. The assessment cycle which is January 1 to December 31 annually would include 2014 to 2018. The new contract shows no increase noted for 2014 but moving forward an annual increase of 5% each year over the term of the contract.

Administration recommends that Council accept Municipal Property Consultants (2009) letter and approve the five year contract renewal from 2014 to 2018 for the Assessment Services Agreement.

Motion 072/13

Moved by Councillor Webb that Council accept Municipal Property Consultants (2009) letter and approve the five year contract renewal from 2014 to 2018 for the Assessment Services Agreement.

CARRIED
(5-0)

7.4 Budget Meetings

Budget preparations have been ongoing and preparation of the final draft budget is ready for presentation to Council. Administration is proposing a budget meeting be scheduled for Friday March 15, after the Committee of the Whole Meeting starting at 9:00 am. A public budget meeting will need to be scheduled and administration is proposing either Wednesday March 27 or Thursday March 28, commencing at 7:00 pm. The aforementioned dates would allow for advertising in the March 19th and 26th editions of the Rimbey Review.

Discussion ensued on dates for the public budget meeting. It was the consensus of Council to hold the public budget meeting on Wednesday, April 3, 2013, commencing at 7:00 pm, in the main auditorium of the Community Center, and that the public budget meeting be advertised in the March 19th and 26th editions of the Rimbey Review.

One member of the public entered the meeting at 7:10 pm.

Motion 073/13

Moved by Councillor Rondeel that a public budget meeting be scheduled for April 3, 2013, commencing at 7:00 pm, in the main auditorium of the Community Center, and that the public budget meeting be advertised in the March 19th and 26th editions of the Rimbey Review.

CARRIED
(5-0)

8. Reports

8.1 Department Reports

8.1.1 Finance Reports

Director of Finance presented the following reports:
Bank Reconciliation to February 28, 2013
Accounts Payable Cheque Listing to March 01, 2013

Motion 074/13

Moved by Councillor Ellis that Council accept the Bank Reconciliation to February 28, 2013 as presented.

CARRIED
(5-0)

Motion 075/13

Moved by Councillor Payson to accept the Accounts Payable Cheque Listing to March 01, 2013 as presented.

CARRIED
(5-0)

8.1.2 CAO Report

The CAO provided a written report.

8.1.3 Development Officer Report

The Development Officer provided a written report.

8.1.4 Public Works Report

The Public Works Foreman provided a written report.

8.1.5 Community Services Report

The Director of Community Services provided a written report.

8.1.6 Fire Department Report

No report was received from the Fire Chief.

Motion 076/13

Moved by Councillor Rondeel to accept reports 8.1.2, 8.1.3, 8.1.4, and 8.1.5, as presented.

CARRIED
(5-0)

8.2 Boards/Committee Reports

8.2.1 Rimoka Housing Foundation Minutes December 6, 2012.

Motion 077/13

Moved by Mayor Ibbotson to accept report 8.2.1 as presented.

CARRIED
(5-0)

9. Correspondence 9.1 Miss Teen Ponoka County – World, Request for Sponsorship

Discussion ensued on the presentation from Miss Ann-Marie Rogers Cooper. It was noted that she represents Ponoka County, Ponoka, Bluffton, and Rimbey.

Discussion ensued on the sponsorship request. It was the consensus of Council that ratepayers' funds should not be used for sponsorships of this nature and that her request for sponsorship be denied. . It was suggested that individual donations could be collected and forwarded to Miss Rogers Cooper if anyone wanted to donate funds.

Motion 078/13

Moved by Councillor Ellis to accept item 9.1 as information.

CARRIED
(5-0)

9.2 BBBS Bowling for Kids Sake – Sunday March 17, 2013

The Bowling for Kids Sake is Sunday, March 17, 2013. They are looking for teams of 4 people. The cost is \$200.00 per team. It was the consensus of Council that they form a team, at their own cost.

Motion 079/13

Moved by Councillor Webb to accept item 9.2 as information.

CARRIED
(5-0)

9.3 Provincial Budget Highlights

Discussion ensued on the Provincial Budget Highlights. It was noted that MSI funding for capital and operating is down approximately \$15000.00. The School requisition has gone up 4.9%. The Step Grant has been eliminated.

Motion 080/13

Moved by Councillor Ellis to accept item 9.3 as information.

CARRIED
(5-0)

10. In Camera None

11. Adjournment Council adjourned the meeting at 7:31 pm

MAYOR

CHIEF ADMINISTRATIVE OFFICER

TOWN OF RIMBEY AGENDA ITEM

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	6.1	Confidential	Yes	No	X
Topic	Bylaw 880/13 Rimbey Library Loan Authorization				
Originated by	Melissa Beebe		Title	Assistant CAO	

BACKGROUND:

At the January 14, 2013 Regular Council Meeting, Administration presented Bylaw 880/13 which authorizes the Town of Rimbey to grant a loan to the Rimbey Municipal Library Board in the amount of \$180,000.00, plus interest at 5% per annum, repayable to the Town of Rimbey semi-annually, over a two year period. Administration requested Council give first reading to Rimbey Library Loan Authorization Bylaw 880/13.

Documentation Attached:	Yes	No XX
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DISCUSSION:

By way of Motion 003/13, Council gave first reading to Bylaw 880/13 Rimbey Library Loan Authorization.

By way of Motion 033/13, Council gave second reading to Bylaw 880/13 Rimbey Library Loan Authorization.

Administration has received notification from Jean Keetch, Library Manager that the Library was not successful in obtaining the CIIP grant. They will be applying for a CFEP grant as soon as possible.

RECOMMENDED ACTION:

Administration recommends that Council motion to rescind Bylaw 880/13.

CAO

DISTRIBUTION:	Council:	Admin:	Press:	Other:
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Kathy

From: Tony
Sent: Thursday, March 21, 2013 2:37 PM
To: Kathy
Subject: FW: CIIP grant

Please add to the agenda with Library loan bylaw

From: Jean [mailto:rimbeylibrarian@prl.ab.ca]
Sent: Thursday, March 21, 2013 2:34 PM
To: Tony
Subject: CIIP grant

Hi Tony,

The library board was not successful in obtaining the CIIP grant. I believe that this will considerably slow down the renovation process. I plan on applying for a CFEP grant as soon as possible, so may still need matching funds, depending on whether or not the county contributes to this project and how much they contribute.

Jean

TOWN OF RIMBEY AGENDA ITEM

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	6.2	Confidential	Yes	No	X
Topic	Bylaw 883/13 Electric Distribution System Franchise Agreement				
Originated by	Melissa Beebe	Title	Assistant CAO		

BACKGROUND:

The current contract with FortisAlberta was up for renewal. An interim extension agreement was in place until FortisAlberta in negotiations with AUMA arrived at a new agreement that was acceptable to both parties and is subject to the approval of the AUC

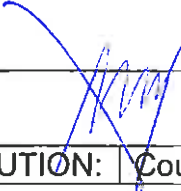
Documentation Attached:	Yes	No	XX
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DISCUSSION:

The new contract with FortisAlberta Inc. has been received. Bylaw 883/13 is to authorize the Mayor and CAO to enter into an agreement granting FortisAlberta Inc., the right to provide distribution access services within the municipality. The Town of Rimbey upon completion of first reading will be forwarded to the AUC for approval to renew an electric distribution system franchise agreement with the new agreement.

RECOMMENDED ACTION:

That Council give first reading of Bylaw 883/13 – Electric Distribution System Franchise Agreement

CAO 				
DISTRIBUTION:	Council:	Admin:	Press:	Other:



Alberta Utilities Commission
10055-106 Street 10th Floor
Edmonton, Alberta
T5J 2Y2

Attention: Chris Burt

Dear Mr. Burt;

Re: Renewal of Franchise Agreement with FortisAlberta Inc. (FortisAlberta)

The Council of the Town of Rimbey (the Council) hereby applies to the Alberta Utilities Commission for approval to renew an Electric Distribution System Franchise Agreement between the Town of Rimbey and FortisAlberta for a period not in excess of twenty (20) years from the effective date of such Franchise Agreement.

Enclosed herewith is a copy of Bylaw No. 883/13, which was given first reading by the Council on the 25 day of March, 2013.

The Council hereby declares that:

- a) the rights granted under the Electric Distribution System Franchise Agreement are necessary and proper for the public convenience and properly conserve the public interests;
- b) the scheme of FortisAlberta for the delivery of electric distribution service under the provisions of the Electric Distribution System Franchise Agreement is reasonable and sufficient having regard to the general circumstances;
- c) having regard to the availability of any other source of supply of electric distribution service in the area in which the Town of Rimbey is situated and to any other circumstances, the granting of the rights in the Electric Distribution System Franchise Agreement is to the general benefit of the area directly or indirectly affected thereby;
- d) the rights conferred by the Town of Rimbey in the Electric Distribution System Franchise Agreement are not exclusive as against Her Majesty the Queen in the Right of the Province of Alberta;
- e) with respect to the delivery of electric distribution service to the Town of Rimbey and its inhabitants, FortisAlberta has provided the construction, equipment, maintenance, service or operation as the public convenience and interest reasonably require;
- f) FortisAlberta has fully discussed all proposed clauses contained in the Electric Distribution System Franchise Agreement with the Council and the Council understands the reasons for these clauses and is in agreement with them;
- g) for the purposes of the advertising notice, the Rimbey Review is the newspaper(s) with the largest circulation within the Town of Rimbey; and
- h) the advertising notice costs shall be invoiced directly to the Town of Rimbey.

The Town of Rimbey hereby consents to the Alberta Utilities Commission proceeding to consider approval of the Electric Distribution System Franchise Agreement without a hearing, following published notice of the pending renewal agreement.

Dated this __25__ day of __March__, 2013__

Signed: _____
(Mr. Sheldon Ibbotson, Mayor)

(Mr. Tony Goode, Chief Administrative Officer)

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO AUTHORIZE THE MAYOR AND CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN AGREEMENT GRANTING FORTISALBERTA INC (THE "COMPANY"), THE RIGHT TO PROVIDE DISTRIBUTION ACCESS SERVICES WITHIN THE MUNICIPALITY.

WHEREAS, pursuant to the provisions of the Municipal Government Act, R.S.A. 2000 c. M-26, as amended (the "**Act**"), the Municipality desires to grant and the Company desires to obtain, an exclusive franchise to provide distribution access services within the Municipality for a period of ten (10) years subject to the right of renewal as set forth in the said agreement and in the said Act;

WHEREAS, the Council of the Municipality and the Company have agreed to enter into an Electric Distribution System Franchise Agreement (the "**Agreement**"), in the form annexed hereto;

WHEREAS, it is deemed that the Agreement would be to the general benefit of the consumers within the Municipality

NOW THEREFORE; the Council of the Town of Rimbey enacts as follows:

- 1) THAT the Electric Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Electric Distribution System Franchise Agreement for and on behalf of the Municipality, and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Municipality.
- 2) THAT the Electric Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.
- 3) THAT the Council consents to the exercise by the Company within the Municipality of any of the powers given to the Company by the Water, Gas and Electric Companies Act, R.S.A. 2000 c. W-4, as amended.
- 4) THAT this Bylaw shall come into force upon the Electric Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third reading and finally passed.

AND FURTHER THAT this Bylaw shall take effect on the date of third and final reading.

READ a first time this _____ day of _____, 2013.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ a second time this _____ day of _____, 2013.

READ a third and final time this _____ day of _____, 2013.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

This is Schedule "A" referred to in the attached Bylaw No.
883/13 of the Town of Rimbey

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

TOWN OF RIMBEY

- AND -

FORTISALBERTA INC.

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ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT made effective the 1st day of January, 2013.

BETWEEN:

<<NAME OF MUNICIPALITY>>,
a Municipal Corporation located in the Province of Alberta
(the "Municipality")

OF THE FIRST PART

- and -

FortisAlberta Inc.,
a body corporate and public utility with its
head office in the Calgary, in the Province of Alberta
(the "Company")

OF THE SECOND PART

WHEREAS:

The Municipality desires to grant and the Company desires to obtain an exclusive franchise to provide Electric Distribution Service within the Municipal Service Area on the terms and conditions herein contained;

NOW THEREFORE:

In consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1) DEFINITIONS AND INTERPRETATION

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement shall have the meanings attributed to them as follows:

- a) **"Commission"** means the Alberta Utilities Commission, as established under the Alberta Utilities Commission Act (Alberta);
- b) **"Company"** means the Party of the second part to this Agreement and includes its successors and assigns;
- c) **"Construct"** means constructing, reconstructing, upgrading, extending, relocating or removing any part of the existing Distribution System or proposed Distribution System;
- d) **"Consumer"** means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Electric Distribution Service by the Company pursuant to the Company's Distribution Tariff;
- e) **"Core Services"** means all those services set forth in Schedule "A";
- f) **"Detailed Street Light Patrol"** means a detailed street light patrol of Company-owned street lights conducted by the Company on a schedule reasonably determined by the Company from time to time, currently a seven to nine year cycle as at the date of this Agreement;
- g) **"Distribution System"** means any facilities owned by the Company which are used to provide Electric Distribution Service within the Municipal Service Area, and, without limiting the generality of the foregoing, shall include street lighting, where applicable, and poles, fixtures, luminaires, guys, hardware, insulators, wires, conductors, cables, ducts, meters, transformers, fences, vaults and connection pedestals, excluding any transmission facilities as defined in the EUA;
- h) **"Distribution Tariff"** means the Distribution Tariff prepared by the Company and approved by the Commission on an interim or final basis, as the case may be;
- i) **"Electric Distribution Service"** means electric distribution service as defined in the EUA;
- j) **"Electronic Format"** means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- k) **"EUA"** means the *Electric Utilities Act* (Alberta);

- l) **"Extra Services"** means those services set forth in Schedule "B" that are requested by the Municipality for itself or on behalf of a Consumer and provided by the Company in accordance with Article 7;
- m) **"First Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- n) **"HEEA"** means the *Hydro and Electric Energy Act* (Alberta);
- o) **"Initial Term"** means the Term of this Agreement as set out in Article 2;
- p) **"Maintain"** means to maintain, keep in good repair or overhaul any part of the Distribution System;
- q) **"Major Work"** means any work to Construct or Maintain the Distribution System that costs more than One Hundred Thousand (\$100,000.00) Dollars;
- r) **"MGA"** means the *Municipal Government Act* (Alberta);
- s) **"Municipal Property"** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- t) **"Municipal Service Area"** means the geographical area within the legal boundaries of the Municipality as altered from time to time;
- u) **"Municipality"** means the Party of the first part to this Agreement;
- v) **"Operate"** means to operate, interrupt or restore any part of the Distribution System in a safe and reliable manner;
- w) **"Party"** means any party to this Agreement and **"Parties"** means all of the parties to this Agreement;
- x) **"Plans and Specifications"** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuing any approval that may be required under this Agreement;
- y) **"Second Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- z) **"Term"** means, as the context requires, the Initial Term, First Subsequent Term or the Second Subsequent Term, and **"Terms"** means all of them;
- aa) **"Terms and Conditions"** means the terms and conditions contained within the Distribution Tariff in effect from time to time for the Company as approved by the Commission; and
- bb) **"Work"** means any work to Construct or Maintain the Distribution System.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole, including any attachments hereto, as the same may from time to time be amended or supplemented and not to any subdivision contained in this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders. References to provisions of statutes, rules or regulations shall be deemed to include references to such provisions as amended, modified or re-enacted from time to time. The word "including" when used herein is not intended to be exclusive and in all cases means "including without limitation". References herein to a section, paragraph, clause, Article or provision shall refer to the appropriate Article in this Agreement. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of and shall not be utilized in interpreting this Agreement.

2) TERM

This Agreement shall be for an initial term (the "Initial Term") of ten (10) years, commencing on the later of:

- a) 1st day of January, 2013, or
- b) the first day after both of the following have occurred:
 - i) Commission approval of this Agreement; and
 - ii) the Municipality having passed third reading of the applicable adopting bylaw <<XXXX>>.

3) EXPIRY AND RENEWAL OF AGREEMENT

Following the expiration of the Initial Term, this Agreement shall be renewed for a further period of five (5) years (the "First Subsequent Term"), provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Initial Term of its intention to renew this Agreement and the Municipality agrees in writing to the renewal not less than six (6) months prior to the expiration of the Initial Term.

- a) During the first (1st) year following the expiration of the Initial Term all the rights and obligations of the parties under this Agreement shall continue to be in effect. Following the expiration of the First Subsequent Term, the Parties agree that this Agreement may be extended for an additional five (5) year term (the "Second Subsequent Term") commencing at the end of the First Subsequent Term, provided that one of the Parties shall provide notice to the other Party of its wish to extend this Agreement for the Second Subsequent Term and the other Party confirms, no later than one (1) year prior to the end of the First Subsequent Term, that it also wishes to extend the Term of this Agreement for the Second Subsequent Term.

- b) If the Municipality has not provided notice to the Company to exercise its right under Article 10 to require the Company to sell the Distribution System within the Municipal Service Area to the Municipality, either Party may submit any items in dispute pertaining to the entering into of a new agreement to binding arbitration before the Commission who shall determine the terms of the new agreement;
- c) Unless either Party has provided notice to the other Party of its intent to terminate or to extend this Agreement, following any expiration of any Term, the respective rights and obligations of the Parties under this Agreement shall continue to be in effect for a period of one (1) year following the expiration of the applicable Term in order to provide the Parties with a reasonable opportunity to negotiate a subsequent agreement;
- d) Commencing one (1) year following the expiration or termination of any Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph b), this Agreement shall continue to be in effect but shall be amended to provide for the following:
 - i) the franchise fee percentage used to calculate the franchise fee payable by the Company under Article 5 shall be reduced to fifty percent (50%) of the average annual franchise fee percentage used to calculate the franchise fee paid by the Company to the Municipality for the previous five (5) calendar years; and
 - ii) the costs of any relocation requested by the Municipality pursuant to Article 15 shall be paid by the Municipality.

4) GRANT OF FRANCHISE

- a) Subject to subparagraph b) below, and to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area:
 - i) to provide Electric Distribution Service;
 - ii) to Construct, Operate, and Maintain the electric distribution system, as defined in the EUA, within the Municipal Service Area; and
 - iii) to use designated portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality necessary to provide Electric Distribution Service or to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof.

This grant shall not preclude the Municipality from providing wire services to municipally owned facilities where standalone generation is provided on site or immediately adjacent sites excepting road allowances. Such services are to be

provided by the Municipality directly and not by any other third party wire services provider.

Subject to Article 12 of this Agreement, in the event that a third party (including a Rural Electrification Association (REA)) owns, operates or controls any electrical distribution facilities or lighting within the Municipal Service Area at any time during the Term of this Agreement, the Municipality agrees that it will support the Company's efforts, as is reasonable, to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, the Municipality shall otherwise require such third party to sell such facilities to the Company. Where the Municipality supports the Company's efforts to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, otherwise requires a third party to sell its facilities to the Company, the Company shall be responsible for all reasonable fees, costs and disbursements of external legal counsel incurred by the Municipality in expending such good faith efforts.

b) The Company agrees to:

- i) bear the full responsibility of an owner of an electric distribution system within the Municipal Service Area and to ensure all services provided pursuant to this Agreement are provided in accordance with the Distribution Tariff, insofar as applicable;
- ii) Construct, Operate and Maintain the Distribution System within the Municipal Service Area;
- iii) use designated portions of roads, rights-of-way, and other lands including other lands owned, controlled or managed by the Municipality necessary to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and
- iv) use the Municipality's roads, rights-of-way and other Municipal Property granted hereunder solely for the purpose of providing Electric Distribution Service and any other service contemplated by this Agreement.

5) FRANCHISE FEE

a) Calculation of Franchise Fee

In consideration of the provisions of Article 4 and the mutual covenants herein, the Company agrees to pay to the Municipality a franchise fee. For each calendar year, the franchise fee will be calculated as a percentage of the Company's actual revenue in that year from the Distribution Tariff rates charged for Electric Distribution Service within the Municipal Service Area, excluding any amounts refunded or collected pursuant to riders.

For the first (1st) calendar year of the Term of this Agreement, the franchise fee percentage shall be <<XX percent (XX%)>>.

By no later than September first (1st) of each year, the Company shall:

- i) advise the Municipality in writing of the revenues that were derived from the Distribution Tariff within the Municipal Service Area for the prior calendar year (excluding any amounts refunded or collected pursuant to riders); and
- ii) with the Municipality's assistance, provide in writing an estimate of revenues to be derived from the Distribution Tariff (excluding any amounts refunded or collected pursuant to riders) within the Municipal Service Area for the next calendar year.

b) Adjustment to Franchise Fee

At the option of the Municipality, the franchise fee percentage may be changed annually by providing written notice to the Company.

If the Municipality wishes to amend the franchise fee percentage so that the amended franchise fee percentage is effective January first (1st) of the following calendar year, then the Municipality shall, no later than November first (1st) of the immediately preceding year, advise the Company in writing of the franchise fee percentage to be charged for the following calendar year.

If the Municipality provides such notice after November first (1st) of the immediately preceding year for a January first (1st) implementation, or at any other time with respect to a franchise fee change that will be implemented after January first (1st) of the following year, the Company will implement the new franchise fee percentage as soon as reasonably possible.

c) Franchise Fee Cap

The municipal franchise fee cap is 20 percent (20%) and shall not at any time exceed twenty percent (20%), unless there has been prior Commission approval and provided that the Municipality has complied with Article 5d) below.

d) Adjustment to Franchise Fee Cap

At the option of the Municipality, the franchise fee cap may be changed annually by providing written notice to the Company, subject to Commission approval. If the Municipality wishes to amend the franchise fee cap so that the amended franchise fee cap is effective January first (1st) of the following calendar year, then the Municipality shall, no later than November first (1st) of the immediately preceding year, advise the Company in writing of the franchise fee cap to be in effect for the following calendar year.

If the Municipality provides such notice after November first (1st) of the immediately preceding year for a January first (1st) implementation, or at any other time with respect to a franchise fee cap change that will be implemented for January first (1st) of the following year, the Company will recognize the new franchise fee cap as soon as reasonably possible, subject to Commission approval.

e) Payment of Franchise Fee

The Company shall pay the franchise fee amount, billed to each Consumer, to the Municipality on a monthly basis, within forty-five (45) days after billing each retailer.

f) Reporting Considerations

Upon request, the Company shall provide to the Municipality along with payment of the franchise fee amount, the financial information used by the Company to verify the franchise fee amount as calculated under this Article.

6) CORE SERVICES

The Company agrees to provide those Core Services to the Municipality as set forth in Schedule "A" and further agrees to the process contained in Schedule "A". The Company and the Municipality may amend Schedule "A" from time to time upon mutual agreement.

7) PROVISION OF EXTRA SERVICES

Subject to an agreement being reached on cost and other terms, the Company agrees to provide to the Municipality those Extra Services, if any, as set forth in Schedule "B", as requested by the Municipality from time to time.

The Company is entitled to receive from the Municipality a reasonable amount for the provision of those Extra Services in accordance with Schedule "B". The Company and the Municipality may amend Schedule "B" from time to time upon mutual agreement.

8) MUNICIPAL TAXES

Amounts payable to the Municipality pursuant to the terms and conditions hereof shall be in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment, and the Distribution System.

9) RIGHT TO TERMINATE ON DEFAULT

In the event either Party breaches any material provision of this Agreement, the other Party may, at its option, provide written notice to the Party in breach to remedy such breach.

If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Party in breach using best efforts on a commercially reasonable basis to remedy the breach, the Party not in breach may give six (6) months notice in writing to the other Party of its intent to terminate this Agreement, and unless such breach is remedied to the satisfaction of the Party not in breach, acting reasonably, this Agreement shall terminate six (6) months from the date such written notice is given, subject to prior Commission approval.

10) SALE OF DISTRIBUTION SYSTEM

Upon the expiration of the Term of this Agreement, or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction, the Municipality may, subject to the approval of the Commission under Section 47 of the MGA, exercise its right to require the Company to sell to it the Distribution System within the Municipal Service Area pursuant to the provisions of the MGA or HEEA, as applicable. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination.

The Parties acknowledge that the Distribution System may be comprised of component parts that are not transferable by the Company to the Municipality including technologies that have been licensed by third Parties to the Company, and therefore the Company may not be able to transfer such component parts to the Municipality on any such sale. However, the Company shall acting reasonably assist the Municipality in obtaining the necessary approval or consent to such transfer.

11) STREET LIGHTING

a) Investment Option Rate

The Company agrees to provide and maintain an investment option rate for street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for investment option street lighting. This Commission approved rate includes an allowance for the replacement of street lighting.

The Company will provide Company standard and non-standard street lighting under the investment option rate for street lighting. The Company will maintain an inventory of its standard street lighting as listed in its street lighting catalogue. The Company will use reasonable commercial efforts, based on prudent electrical utility practices, to carry stock of such inventory for a reasonable period of time.

i) In the event that:

- A. the Company, in its sole discretion, reasonably exercised, decides to change its classifications of what constitutes standard street lighting in its inventory and such change has relevance to the classes of street lights**

used by the Municipality, then the Company shall provide one (1) year's prior written notice to the Municipality of its intention to effect such a change and will use its commercially reasonable good faith efforts to determine appropriate alternative sources of such equipment, and arrangements for the associated maintenance, for the Municipality; and

B. a change in the classifications of what constitutes standard street lighting in the Company's inventory arises as a result of the actions of any third party and such change has relevance to the classes of street lights used by the Municipality, then forthwith upon becoming aware that such a change is forthcoming, the Company shall provide notice to the Municipality of the forthcoming change and will use its commercially reasonable good faith efforts to determine reasonable alternatives for such equipment, and arrangements for the associated maintenance, for the Municipality.

ii) If:

A. the Municipality requests street lighting that is not part of the standard offering of the Company at the time;

B. the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable request, has ceased to be part of the standard street lighting offering of the Company; or

C. the Municipality converts nonstandard street lighting that is not part of the standard offering of the Company at the time to investment option rate street lighting under Article 11c) below;

then the Municipality will be required to enter into a non-standard lighting agreement with the Company, which form of agreement is referenced on the Company's website or in the Company's street lighting catalogue. For such non-standard lighting, the Company will not be responsible for paying a credit under Article 1b) of Schedule "C" to the Municipality to the extent that a delay in replacing the burnt out light is outside of the reasonable control of the Company, including any delay resulting from the failure by the Municipality to carry replacement parts for non-standard lighting.

The Company shall not be required to install any non-standard street lighting that does not meet the Company's minimum specifications for street lighting, and such street lighting must be metered and owned, installed and operated by the Municipality.

The time periods and deadlines contained in Schedule "C" shall be extended for investment-rate, non-standard street lighting for the period of time, if any, the

Company is waiting for receipt of non-standard equipment, supplies and materials from the Municipality.

b) No-Investment Option Rate

The Company and Municipality agree that all new street lighting provided, and any Municipality-requested relocation of any no-investment option rate street lighting, after the date of this Agreement will be provided or relocated, as the case may be, on the basis of the investment option rate. For no-investment option rate street lighting, the Company agrees to maintain street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for no-investment option rate street lighting. This Commission-approved rate does not include an allowance for the replacement of no-investment option rate street lighting.

c) Conversion of No-Investment Rate to Investment Option Rate

The Municipality has the option to convert all street lighting on the Company no-investment option street light rate to the Company investment option rate upon providing sixty (60) days written notice to the Company. Where such option is exercised, the Municipality has the right to obtain the Company investment for such street lighting up to the maximum Commission-approved Company investment levels for such street lighting. For the purpose of clarity, any calculation of "Commission-approved Company investment level" for street lighting in this Agreement shall be determined at the time of conversion of the applicable street lighting. The investment for street lighting shall be calculated according to the following formula:

$$A \times (1 - N/30)$$

Where:

A = the maximum allowable Commission-approved Company investment level per street light; and

N = the age of the street light in years.

The Company will invest in all, but, unless otherwise decided by the Company in its sole discretion, not less than all, no-investment option street lighting within the Municipal Service Area that is converted to the investment option rate. The Company, in consultation with the Municipality, may use the average age of street lights and the average contributions made by the Municipality in calculating refunds.

Once all the street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company shall provide and maintain such street lighting within the Municipal Service Area to the level of service

and standards specified in the appropriate rate for investment street lighting, and as set out in Schedule "C" of this Agreement.

d) Street Light Rates

The distribution rates charged by the Company to the Municipality for street lighting shall include only those costs and expenses that pertain to street lighting facilities all at rates approved by the Commission. Other terms and conditions for non-standard street lighting are outlined in the non-standard street lighting agreement between the Company and the Municipality.

e) Municipality Owned Street Lighting

Notwithstanding any other provision of this Article, it is understood and agreed that the Municipality shall have the right to own street lighting and to pay the applicable rate, recognizing the Municipality's ownership.

In such cases where the Municipality owns its street lighting, the Municipality agrees that:

- i) it will bear sole and full responsibility for any liability resulting therefrom and for properly operating, servicing, maintaining, insuring and replacing such street lighting in accordance with good and safe electrical operating practices;
- ii) such street lighting is not to form part of the Distribution System and shall be capable of being isolated from the Distribution System; and
- iii) such street lighting will be separately metered, provided that this provision will not necessarily require individual street lights to be separately metered.

f) Street Light Inventory

The Company and the Municipality agree to meet annually to discuss and exchange information relating to street light facilities owned by each Party. The Company shall have the right, but not the obligation, to mark street lighting facilities owned by the Municipality. The form and place of marking used by the Company to mark street light facilities owned by the Municipality shall first be approved in writing by the Municipality, who shall act reasonably in granting or denying such approval.

Within twelve (12) months of any request by the Municipality, the Company shall provide to the Municipality an inventory of all street lighting facilities within the Municipal Service Area detailing those that:

- i) form part of the Distribution System owned by the Company, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise; and

- ii) are a dedicated street light facility, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise.

The inventory shall indicate which street lights are at the investment option rate or the no-investment option rate. Any changes to inventory will be updated on an annual basis. The Company will also conduct a Detailed Street Light Patrol and will update the inventory of street lighting facilities within the Municipality after completion of the patrol.

g) Detailed Street Light Patrol

Detailed Street Light Patrols shall include an inspection of each Company-owned street light as well as audit services to verify the quantity, wattage, rate, and ownership of such street lights. Any changes identified during the inspection or audit, in comparison to the then most recently completed previous audit, will be noted and the street light records will be updated after completion of the patrol. It should be noted that a Municipality with multiple street light circuits may not all be audited within the same calendar year, however, all street light circuits will be inspected and audited within the street light patrol cycle. Metered street lights owned by the Municipality will not be part of the Detailed Street Light Patrol and the Municipality is responsible for inspecting its own street lights. Upon request, the Company shall provide to the Municipality a list of the standard street light offerings of the Company at the time of the request.

As of the date of this Agreement, Detailed Street Light Patrols will be conducted by the Company on a seven to nine year cycle. In the event that the Company wishes to change the scheduling of this cycle, no such change in schedule will be effective without:

- i) the Company having provided the Municipality with prior notice of its intention to effect any such change; and
- ii) the Municipality having a reasonable amount of time to challenge such change before the Commission, if the Municipality wishes to do so.

12) INCREASE IN MUNICIPAL BOUNDARIES

Where the Municipal Service Area is increased through annexation or otherwise by:

- a) 640 acres or more; or
- b) less than 640 acres, but where such annexation or other increase constitutes at least 25% of the then current area;

the Municipality shall have the right to:

- i) purchase the portion of the Distribution System within the increased area provided that the Municipality gives notice in writing to the Company of its intention to purchase within ninety (90) days of the effective date of the increase in area. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination;
- ii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area, except that, and subject to Commission approval, the Municipality may require the Company to charge the Consumers within the increased area a different franchise fee percentage; or
- iii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or otherwise, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area. In the event that the Municipality increases its area and the result is that a third party (including an REA) owns, operates or controls any existing electrical distribution facilities or lighting within the newly increased area, the Municipality agrees that it will support the Company's efforts to purchase the electrical distribution facilities or, to the extent that it has the authority to do so, otherwise require such third party to sell such facilities to the Company, unless the Municipality otherwise exercises its rights under this Article, however, nothing in this Article will require the Municipality to take any action which will directly prevent the annexation from being approved.

Where the Municipality increases its area through annexation or otherwise, the Company shall be responsible for all reasonable external legal costs, fees and disbursements incurred by a Municipality in its efforts to have any electrical distribution facilities sold to the Company by any third party owner.

13) RIGHT OF FIRST REFUSAL TO PURCHASE

- a) If during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of or purchase the Distribution System which the Company is willing to accept, then the Company shall promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality shall during the next ninety (90) days, have the right of first refusal to operate, take control of or purchase the Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.

- b) This right of first refusal only applies where the offer pertains to the Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM

a) Municipal Approval

Before undertaking any Major Work or in any case in which the Municipality specifically requests any Major Work, the Company will submit to and obtain the approval from the Municipality, or its authorized officers, of the Plans and Specifications for the proposed Major Work and its location. Approval by the Municipality shall not signify approval of the structural design or the ability of the Work to perform the function for which it was intended. The Company agrees that the Municipality may use such Plans and Specifications for any other proper municipal purpose provided that it shall not use such Plans and Specifications for any purpose or in any manner that may reasonably have an adverse effect on the Company without first obtaining the prior written consent of the Company, such consent not to be unreasonably withheld.

In the event that the Municipality uses such Plans and Specifications for any purposes whatsoever other than for the granting of an approval under this Article, the Municipality acknowledges and agrees that the Company shall not be liable for any liability, actions, demands, claims, damages, losses and expenses (including all legal fees, costs and disbursements) whatsoever as a result of the Municipality's use of or reliance upon such Plans and Specifications.

For greater clarity, the Municipality acknowledges that the Company does not represent, warrant or guarantee the accuracy of the Plans and Specifications provided to the Municipality under this Article for any purpose other than enabling the Municipality to conduct its approval process in accordance with this Article. Prior to commencing any Work, the Company shall obtain such other permits as are required by the Municipality.

The Company shall obtain approval from the Municipality for any traffic lane or sidewalk closures required to be made at least forty-eight (48) hours prior to the commencement of the proposed Work.

For the purposes of obtaining the approval of the Municipality for Major Work under this Agreement, the Company will provide the Municipality with the Plans and Specifications for the proposed Major Work in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a

type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System. Notwithstanding anything to the contrary that may be contained in any approvals granted under this Agreement, as liability and indemnification are dealt with under the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, the Company and the Municipality agree that any approval granted under this Agreement that incorporates an indemnity provision different than the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, shall, to the extent necessary to eliminate such difference, be deemed to be rejected and shall form no part of the agreement between the Company and the Municipality regarding the subject matter of this Agreement unless such approval:

- i) explicitly amends the liability and indemnification provisions of this Agreement, wherein this Agreement is specifically referenced as being superseded; and
- ii) is accepted in writing by both Parties. In addition, for the purpose of clarity, any approval granted under this Agreement shall be subject to the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement.

b) Restoration of Municipal Property

The Company agrees that when it or any agent employed by it undertakes any Work on any Municipal Property, the Company shall complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, the Company shall forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear and to the satisfaction of the Municipality acting reasonably. The Company shall, where reasonable and prudent, locate its poles, wires, conduits and cables down, through and along lanes in preference to streets.

The Company further covenants that it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company shall use commercially reasonable efforts to not interfere with existing Municipal Property. If the Company causes damage to any existing Municipal Property during the performance of any Work, it shall cause such damage to be repaired at its own cost to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear.

Upon default by the Company or its agent to repair damage caused to Municipal Property as set out above, the Municipality may provide written notice to the

Company to remedy the default. If the default is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using best efforts on a commercially reasonable basis to remedy the default, the Municipality may undertake such repair work and the Company shall be liable for the reasonable costs thereof.

c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Distribution System are of an urgent nature because of safety concerns or because reliability is materially compromised or potentially materially compromised, the Company shall be entitled to conduct such repairs or maintenance as are commercially reasonable, without prior notice to the Municipality, on the understanding and agreement that the Company will provide written or verbal notice to the Municipality as soon as practicable, and in any event no later than seventy-two (72) hours after the repairs are commenced.

For the purposes of providing notice under this Agreement to the Municipality of the Work, the Company will provide the Municipality with the Plans and Specifications for the proposed Work to be completed in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System.

d) Company to Obtain Approvals from Other Utilities

The Company shall be solely responsible for locating, or causing to be located, all existing utilities or utility lines on or adjacent to the work site. The Company shall notify all other utility asset operators and ensure that utilities and utility lines are staked prior to commencement of construction. Unless the Municipality has staked such utility assets and lines, staking shall not be deemed to be a representation or warranty by the Municipality that the utility assets or lines are located as staked. The Municipality shall not be responsible for any damage caused by the Company to any utility assets or any third party as a result of the Company's Work, unless the Municipality has improperly staked the utility assets or lines. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

e) Revised Plans and Specifications

Following completion of the Major Work, the Company shall provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials) within three (3) months of the request. The Company shall provide the Municipality with copies of any other revised Plans and Specifications as reasonably requested by the Municipality. For the purposes of this

paragraph, the Company may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

- i) advising the Municipality that the revised Plans and Specifications are posted to a web-based forum that contains such information; and
- ii) allowing the Municipality access to such web-based forum.

f) Approvals

Where any approvals are required to be obtained from either Party under this Article, such approvals shall not be unreasonably withheld. Where an approval is requested from a Party under this Article, an approval, or a disapproval along with a reasonable explanation of the disapproval, or, at a minimum, the reasons for the delay shall be communicated to the other Party within ten (10) business days of receipt of the request for an approval.

15) RESPONSIBILITIES FOR COST OF RELOCATIONS

- a) Subject to Article 15b), upon receipt of one (1) year's notice from the Municipality, the Company shall, at its own expense, relocate to, on, above or below Municipal Property such part of the Distribution System that is located on Municipal Property as may be required by the Municipality due to planned Municipal construction.
- b) The cost of any relocations referred to in Article 15a) shall be recovered on a specific municipal based rider or any other method approved by the Commission, or if such a rider or other method is not approved by the Commission, the Municipality shall be responsible for such costs. In order to encourage the orderly development of Municipal facilities and the Distribution System, the Municipality and the Company agree that they will meet regularly to:
 - i) review the long-term facility plans of the Municipality and the Company;
 - ii) determine the time requirements for final design specifications for each relocation; and
 - iii) determine the increased notice period that may be required beyond one (1) year for major relocations.

In cases of emergency, the Company shall take measures that are commercially reasonable and necessary for the public safety with respect to relocating any part of the Distribution System that may be required in the circumstances.

If the Company fails to complete the relocation of the Distribution System in accordance with the preceding paragraph, or fails to repair or do anything else required by the Company pursuant to this clause in a timely and expeditious manner to the satisfaction of the Municipality, acting reasonably, the Municipality, in addition to and not in

limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to, but is not obligated to, seek an order of specific performance to require the Company to complete the work.

In the event the relocation, or any part thereof, requires the approval of the Municipality or a third party, the Municipality will assist the Company in obtaining municipal approvals and the Municipality will use reasonable efforts to assist the Company in any negotiation with such third party to obtain the necessary approval(s).

In the event the relocation results from the demand or order of an authority having jurisdiction, other than the Municipality, the Municipality shall not be responsible for any of the costs of such relocation.

16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE

At no cost to the Municipality, with the exception of customer contributions, the Company shall, at its sole cost and expense, on a timely basis and pursuant to its Terms and Conditions, use its best efforts on a commercially reasonable basis to meet the Distribution System expansion requests of the Municipality or a Consumer, and provide the requisite facilities for connections for new Consumers to the Distribution System.

For the purposes of this Agreement, and subject to Schedules "B" and "C", it is understood and agreed that the Municipality cannot insist on relocating or upgrading any overhead lines to an underground service, if there is a less expensive or more practical solution. If there is not a less expensive or more practical solution, the Municipality and the Company will meet to negotiate suitable arrangements.

17) JOINT USE OF DISTRIBUTION SYSTEM

a) Municipal Use

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the Distribution System by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the Distribution System of the Company for any reasonable municipal purpose (that is not commercial in nature or that could reasonably adversely affect the Company's exclusive franchise, as granted by the Municipality under this Agreement), at no charge by the Company to the Municipality, provided at all times that such use complies with the intended use.

The Municipality is responsible for its own costs, for the costs of removing any signage or repairing any of the facilities of the Company, and any necessary and reasonable costs incurred by the Company, including the costs of any alterations that may be required in using the poles and conduits of the Company.

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the rights of way by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the rights of way of the Municipality, at no charge by the Company to the Municipality, provided at all times that such use of the rights of way complies with the intended use.

The Company agrees to act reasonably and in a timely manner in making its determination above. Where a request is made by a Municipality to the Company under this Article 17a), the confirmation, the inability to provide a confirmation along with a reasonable explanation of the reasons why a confirmation cannot be provided, or the reasons for the delay shall, at a minimum, be communicated to the Municipality within five (5) business days of receipt of the request.

b) Third Party Use and Notice

The Company agrees that should any third party, including other utilities, desire to jointly use the Company's poles, conduits or trenches or related parts of the Distribution System, the Company shall not grant the third party joint use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees that the following procedure shall be used in granting permission to third parties desiring joint use of the Distribution System:

- i) first, the third party shall be directed to approach the Company to initially request conditional approval from the Company to use that part of the Distribution System it seeks to use;
- ii) second, upon receiving written conditional approval from the Company, the third party shall be directed to approach the Municipality to obtain its written approval to jointly use that part of the Distribution System on any Municipal Property or right-of-way; and
- iii) third, upon receiving written conditional approval from the Municipality, the third party shall be directed to obtain final written approval from the Company to jointly use that part of the Distribution System.

Providing the Company has not precluded the Municipality's ability to obtain compensation or has entered restrictive agreements with any third parties using any Municipal Property, the Municipality agrees that the procedure outlined above shall apply only to agreements made after January 1, 2011.

c) Cooperation

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in any negotiations with third parties desiring joint use of any part of the Distribution System located on Municipal Property.

d) Payment

The compensation paid or to be paid by such third party to the Municipality for the use of the Municipal Property including its rights-of-way, shall be determined between the Municipality and the third party.

The compensation paid or to be paid by such third party to the Company for the joint use of its poles, conduits or related parts of the Distribution System shall be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality's right to intervene in any related regulatory proceeding.

e) Provision of Agreements

Upon request by the Municipality, the Company shall provide to the Municipality a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System. The Company shall be entitled to redact:

- i) any confidential or proprietary information of the Company or the third party; and
- ii) such information that it reasonably determines to be of a commercially or competitively sensitive nature, from any such copy provided.

An inventory listing of these agreements shall be updated by the Company and provided to the Municipality upon request and at no cost to the Municipality. The Municipality agrees that the requirement to provide the Municipality with a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System outlined above shall apply only to agreements made after January 1, 2001.

The Company acknowledges that it does not have the authority to allow nor to grant to any third party the right to use any right-of-way that the Municipality authorized the Company to-use.

f) Compensation for Costs

Subject to Article 17c), in the event that either Party to this Agreement is required by law to appear before any applicable regulatory authority, including the Canadian Radio-television and Telecommunications Commission ("CRTC"), the Commission, or a court of law, as a direct result of the actions of the other Party (the "Denying Party") relating to the denial of use to a third party of any part of the Distribution

System, then the Denying Party shall pay all reasonable and necessary legal costs incurred by the other Party that are directly related to any such regulatory or judicial proceeding.

18) MUNICIPALITY AS RETAILER

The provisions of this Agreement shall not in any way restrict the right of the Municipality to become a retailer within the meaning of the EUA.

19) RECIPROCAL INDEMNIFICATION AND LIABILITY

- a) It is intended that this provision create reciprocal rights and obligations between the Company and the Municipality.
- b) The Company, as an owner of the Distribution System, is provided liability protections under the EUA, and nothing in this Agreement is intended to abrogate, alter or diminish the liability protections granted to the Company under the EUA. The Company further acknowledges and agrees that the liability protection provisions, if any, under the EUA shall apply, with the necessary changes, to the Municipality with reciprocal rights thereunder.
- c) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
 - i) any breach by the Company of any of the provisions of this Agreement; or
 - ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- d) The Municipality shall indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:
 - i) any breach by the Municipality of any of the provisions of this Agreement; or
 - ii) the negligence or wilful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, that has a direct adverse effect on the Electric Distribution Service of the Company.

- e) In accordance with the liability protections under the EUA, notwithstanding anything to the contrary herein contained, in no event shall the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any loss or damage other than direct loss or damage, howsoever caused or contributed to. For the purpose of this Article, "direct loss or damage" does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special or consequential loss or damage whatsoever, arising out of or in any way connected with this Agreement or the actions or omissions of the Company or the Municipality.

20) ASSIGNMENT

In the event that the Company agrees to sell the Distribution System to a third party purchaser, the Company will request that the third party purchaser confirm in writing that it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees that it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the Municipality with reasonable prior written notice of a sale of the Distribution System to a third party purchaser. The Parties shall thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of this Agreement.

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of this Agreement to the third party purchaser. The Municipality agrees that it may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of this Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern. Should the Municipality not reply within the thirty (30) day period, it is agreed that the Municipality will be deemed to have consented to the assignment. The Company further agrees that, when it applies to the Commission for approval of the sale, it will include in the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality shall have the right to make its own submissions to the Commission.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company shall be entitled to assign this Agreement to an arm's length third party purchaser of the Distribution System without the consent of the Municipality, subject to having obtained the Commission's approval for the sale of the Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the Commission approves such sale of the Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of

the Company under this Agreement, then upon the assignment of this Agreement, the Company shall be released from all its liabilities and obligations hereunder.

The Company shall be entitled to assign this Agreement to a subsidiary or affiliate of the Company without the Municipality's consent. Where the Company assigns this Agreement to a subsidiary or affiliate, the Company will remain jointly and severally liable.

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, shall provide written notice to the Municipality indicating that it will assume all liabilities and obligations of the Company under this Agreement. Any disputes arising under the operation of this Article shall be submitted to the Commission for determination.

21) NOTICES

All notices, demands, requests, consents, or approvals required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally served or sent by registered mail or sent by fax to the Municipality or to the Company, as the case may be, at the addresses set forth below:

a) To the Company:

FortisAlberta Inc.
Address: 360 Carleton Drive
Facsimile: 780-464-8398
Attention: Nicky Smith, Stakeholder Relations Manager

With a copy to:

FortisAlberta Inc.
Address: 320 -17st South West, Calgary, Alberta, T2S 2V1
Facsimile: 403-514-4001
Attention: Legal Department

b) To the Municipality:

Municipality: <<Name of Municipality>>
Address: <<Complete Address of Municipality>>
Facsimile: <<Municipal Fax Number including area code>>
Attention: <<Name of CAO or Manager and Job Title>>

c) The date of receipt of any such notice as given above shall be deemed to be as follows:

- i) in the case of personal service, the date of service;

- ii) in the case of registered mail, the seventh (7th) business day following the date of delivery to the Post Office, provided, however, that in the event of an interruption of normal mail service, receipt shall be deemed to be the seventh (7th) day following the date on which normal service is restored; or
- iii) in the case of a fax, the date the fax was actually received by the recipient.

22) DISPUTE SETTLEMENT

- a) If any dispute or controversy of any kind or nature arises relating to this Agreement or the Parties' rights or obligations hereunder, the Parties agree that such dispute or controversy will be resolved by negotiation, and where such negotiation does not result in the settlement of the matter within thirty (30) days of notice of such dispute being provided by one Party to the other Party, and to the extent permitted by law, the Company and Municipality agree that unresolved disputes pertaining to this Agreement, other than those contemplated in Articles 3 and 20 and Section 3 of Schedule "A", or those related to the sale of the Distribution System as contemplated in Article 10 and 12 hereof, or any other matter that is within the exclusive jurisdiction of a governmental authority having jurisdiction, shall be submitted to arbitration for determination and may be commenced by either Party providing written notice to the other Party stating the dispute to be submitted to arbitration.

The Parties shall attempt to appoint a mutually satisfactory arbitrator within ten (10) business days of the said notice. In the event the Parties cannot agree on a single arbitrator within the ten (10) business days, the dispute shall be forwarded to the Commission for resolution or determination.

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the dispute resolved by an arbitration panel in accordance with the following procedure. Each Party shall appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators shall together appoint a third arbitrator within twenty-five (25) business days of written notice for arbitration. The dispute shall be heard by the arbitration panel within forty-five (45) business days of the written notice for arbitration unless extended by mutual agreement between the Parties. The arbitration panel shall render a decision within twenty (20) business days of the last day of the hearing.

Save as otherwise expressly provided in this Agreement, the provisions of the Arbitration Act (Alberta) (as amended from time to time) shall apply to any arbitration undertaken under this Agreement subject always to the Commission's jurisdiction over any matter submitted to arbitration. Pending resolution of any dispute, the Municipality and the Company shall continue to perform their respective obligations hereunder.

- b) The Company shall advise the Commission of any dispute submitted to arbitration within ten (10) business days of it being submitted and shall advise the Commission of the results of arbitration within ten (10) business days following receipt of the decision of the arbitrator(s).

23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE

Subject to its Distribution Tariff, the Company shall use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Electric Distribution Service to any consumer. However, the Company reserves the right to do so for any one of the following reasons:

- a) Where the Company is required to effect necessary repairs or changes to the Distribution System;
- b) On account of or to prevent fraud or abuse of the Distribution System;
- c) On account of defective wiring or other similar condition which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where insufficient energy or power is available for distribution by the Company to a consumer; or
- e) Where required by a retailer, due to non-payment of power bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Electric Distribution Service, it shall notify the Municipality as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Electric Distribution Service, the Company shall provide verbal notice to the Municipality as soon as is practicable in the circumstances.

24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

This Agreement shall be deemed to operate as consent by the Municipality to the exercise by the Company of those powers which may be exercised by the Company with the consent of the Municipality under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), as amended.

25) FORCE MAJEURE

If either Party shall fail to meet its obligations hereunder within the time prescribed, and such failure is caused or materially contributed by an event of "force majeure", such failure shall be deemed not to be a breach of the obligations of such Party hereunder, but such Party shall use best efforts on a commercially reasonable basis to put itself in a position to carry out its obligations hereunder. The term "force majeure" shall mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, acts of terrorism (either foreign or domestic), sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental

authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority having jurisdiction (excluding in the case of the Municipality that requires an approval from itself, the particular Municipality), civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances shall be deemed not to be an event of "force majeure".

26) TERMS AND CONDITIONS

The Terms and Conditions that apply to the Company and are approved by the Commission, as revised or amended from time to time by the Commission, shall apply to the Municipality.

27) NOT EXCLUSIVE AGAINST HER MAJESTY

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed that the rights, powers and privileges conferred and granted by this Agreement shall not be deemed to be exclusive against Her Majesty in the right of the Province of Alberta.

28) SEVERABILITY

If for any reason any covenant or agreement contained in this Agreement, or the application thereof to any Party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or agreement will be deemed to be independent of the remainder of this Agreement and to be severable and divisible from this Agreement. The invalidity, unenforceability or illegality will not affect, impair or invalidate the remainder of this Agreement or any part thereof. The intention of the Municipality and the Company is that this Agreement would have been executed without reference to any portion which may, for any reason and extent, be declared or held invalid, unenforceable or illegal.

29) AMENDMENTS

This Agreement may only be amended by written agreement of the Parties, such amendments to be subject to regulatory approvals as required by law.

30) DISSOLUTION

In the event that the Municipality intends or resolves to dissolve:

- a) this Agreement shall be assigned to the successor governing authority to the Municipal Service Area;
- b) subject to an agreement to the contrary between the Company and the successor party, the Municipal Service Area of the Municipality as at the date of dissolution

shall thereafter be the Municipal Service Area of the successor party for the purposes of this Agreement; and

- c) the rights and obligations contained herein shall otherwise continue and shall be binding upon the Company and the successor party.

31) WAIVER

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

32) CONFIDENTIALITY

The Company acknowledges that the Municipality is governed by the provisions of the *Freedom of Information and Protection of Privacy Act (Alberta)*.

IN WITNESS WHEREOF the Parties hereto have executed these presents as of the day and year first above written.

MUNICIPALITY

PER: _____
Name: <<Full Name of Mayor>>
Title: Mayor

PER: _____
Name: <<Full Name of CAO or Manager>>
Title: <<Job Title of Manager or CAO>>
(Bylaw attached)

FORTISALBERTA INC.

PER: _____
Name: Mike Pashak
Title: Vice President of Customer Service

PER: _____
Name: Cam Aplin
Title: VP Field Operations

SCHEDULE "A"

Core Services

The Company shall provide to the Municipality the following basic services as Core Services:

- 1) The Electric Distribution Service required to be provided by the Company pursuant to the Company's Distribution Tariff, the EUA, any regulations thereto, and any Commission orders and decisions;
- 2) The Company shall provide to the Municipality, on request, copies of any and all Electric Distribution Service related written information or reports required to be filed with the Commission, with the exception of responses to questions from interveners or the Commission related to rate hearings. A list of service area wide distribution services related measures requested by the Commission could include:
 - a) The results of customer satisfaction surveys relating to the services provided by the Company;
 - b) The indices of system reliability;
 - c) The responses to notification of outages and hazards;
 - d) Call Centre targets and statistics as related to the services provided by the Company;
 - e) Consumer connect service and disconnect service statistics;
 - f) Meter reading frequency and accuracy statistics;
 - g) Consumer complaints related to the services provided by the Company; and
 - h) Employee safety statistics.

Notwithstanding the above, should the Company implement Commission approved Performance Based Regulation ("PBR"), it will provide the Municipality, on request, the results of the Performance Standards as set out in the PBR.

- 3) The Company shall provide to the Municipality, upon request, an annual report on the following standards specific to the Municipality:
 - a) Reliability measures, to the extent that distribution feeders are an appropriate indicator of the overall reliability for the Municipality. In some cases, the distribution feeder information will be an appropriate indicator of the overall reliability in a Municipal Service Area. In other cases, where the distribution feeder serves customers outside of the Municipal Service Area, it may not be appropriate indicator;

- b) The total number of outages, by distribution feeder, for each of the preceding three (3) years;
- c) The average duration of the outages, by distribution feeder, for each of the preceding three (3) years;
- d) Street light performance, as discussed in Schedule "C";
- e) Subject to any applicable privacy legislation, the Code of Conduct Regulation under the EUA, or other rules prohibiting or restricting such disclosure, a spreadsheet listing:
 - i) The total number of sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - ii) The total number of Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - iii) The total kWh of electricity consumed by Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - iv) The total kWh of electricity consumed at Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - v) The franchise fee revenue collected from Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - vi) The franchise fee revenue collected from the Municipality from sites the Municipality owns within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years; and
 - vii) Such other information as may be agreed upon by the Parties from time to time, and
- f) A copy of the Annual Service Quality Report as provided by the Company to the Commission as per Rule 2 which provides overall company Service Reliability Measures and Customer Satisfaction Measures.

Where privacy legislation, the Code of Conduct Regulation under the EUA, or other rules under the EUA prohibiting such disclosure prevent the Company from providing the information above, the Company shall make reasonable attempts to aggregate the information by aggregating rate classes in order to comply with the applicable rules, but shall not be obligated to provide such aggregated information if

the Company does not believe such aggregation will allow the Company to comply with the applicable rules.

In the event that the service levels indicated in the Annual Service Quality Report referred to in Section 3f) of this Schedule A show deterioration to the extent that the Municipality or Municipal Service Area is materially adversely impacted, the Municipality shall contact its appropriate Company representative in an effort to remedy any identified deficiencies. If such discussions are not successful in addressing the Municipality's concerns, the Municipality shall then contact senior management of the Company to determine appropriate solutions.

DRAFT

SCHEDULE "B"

Extra Services

- 1) Where the Municipality requests Extra Services, the Company will provide its applicable operations and maintenance standards for Distribution System field services.
- 2) If the Company and the Municipality agree that the Company will provide Extra Services requested by the Municipality, the Parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.
- 3) In consideration for the provision of the Extra Services, the Municipality shall pay to the Company the sum of _____ (\$_____.00) which may be deducted from the franchise fee.
- 4) Annually, the Company shall provide a written report to the Municipality, outlining the actual performance of the Extra Services provided and the related costs for each service for the Municipality to assess if the performance standards have been met.
- 5) Nothing in this Agreement precludes the Company from subcontracting with the Municipality to provide all or any part of the Extra Services to the Municipality.

DRAFT

SCHEDULE "C"

Street Lighting

- 1) As set out in Article 11c) of this Agreement, once all street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company agrees to provide the following services for street lighting within the Municipal Service Area as part of its Core Services:
 - a) **Lights-out Patrols:** On a monthly basis, during the time period of September 15th to May 15th, the Company will conduct a "lights-out" street light patrol to identify lights that are not working. Formal street light patrols will not be conducted during the summer months; however, normal reporting and replacement procedures will be maintained.
 - b) **Lights-out:** The Company will replace or repair a failed light identified in its patrol or reported by customers, within two (2) weeks. If the reported light is not replaced or repaired within two (2) weeks, the Company will provide a two (2) month credit to the Municipality based on the rate in the Distribution Tariff for the failed lights. Such two (2) month credit shall continue to apply for each subsequent two (2) week period during which the same failed light(s) have not been replaced. The Company agrees to use good faith commercially reasonable efforts to replace or repair:
 - i) failed street lights at critical locations; or
 - ii) failed street lighting circuits at any location, as the case may be, as soon as possible. The location of the critical street lights will be agreed to by both Parties.
 - c) **Underground Breaks:** As a minimum, the Company will provide a temporary overhead repair within two (2) weeks of an identified or reported outage. Underground breaks identified during the summer months of April 15th to September 15th will be repaired (underground) by October 31st of the current summer construction period. A permanent repair will be made by October 31st of the next year if the outage is identified between the winter months of September 15th to April 15th.
 - d) **Street light Painting:** The Company will provide a regular street light "painting" patrol as part of its Street light inspection program. The Municipality may request that it participates in select street light inspection patrols and may review the results of the street light inspection program. Street lights that are identified as requiring immediate work through the Street light inspection program will be re-painted by October 31st of the next maintenance season.

- e) **Street light Pole Test Program:** Street lights will be tested at least every nine (9) years as part of the Company's Pole Test Program. This program will identify poles that need to be replaced and those that should be treated. This replacement and treatment work will be completed by October 31st of the next summer maintenance season.
- f) **Street light Patrols:** The Company will include regular street light inspection patrols as part of its inspection of equipment and lines, as specified in the Alberta Electrical Utility Code.
- 2) On an annual basis, the Company will provide the Municipality with:
- i) the number of "lights-out" identified from the street light patrols;
 - ii) the number of temporary overhead repairs of street lights at year-end; and
 - iii) the number of permanent underground repairs of street lights made during the year.

DRAFT

TOWN OF RIMBEY AGENDA ITEM

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	6.3	Confidential	Yes	No	X
Topic	Bylaw 884/13 Town of Rimbey Revolving Operating Loan				
Originated by	Melissa Beebe		Title	Assistant CAO	

BACKGROUND:

The Town of Rimbey has their banking services with the ATB in Rimbey. The ATB requires a Bylaw passed annually authorizing the Town to have a revolving operating loan.

Documentation Attached:	Yes	No	XX
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DISCUSSION:

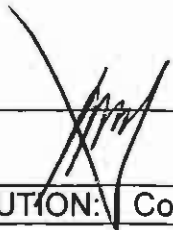
Administration presented Bylaw 884/13 Town of Rimbey Revolving Operation Loan which is a bylaw to the Municipal Council to incur an indebtedness on behalf of the said town to ATB Financial by the issuance of a revolving operating loan facility for the purpose of maintaining a positive operating cash flow and conduct of Council.

RECOMMENDED ACTION:

That Council give first reading to Bylaw 884/13 Town of Rimbey Revolving Operating Loan which is a bylaw to the Municipal Council to incur an indebtedness on behalf of the said town to ATB Financial by the issuance of a revolving operating loan facility for the purpose of maintaining a positive operating cash flow and conduct of Council.

That Council give second reading to Bylaw 884/13 Town of Rimbey Revolving Operating Loan which is a bylaw to the Municipal Council to incur an indebtedness on behalf of the said town to ATB Financial by the issuance of a revolving operating loan facility for the purpose of maintaining a positive operating cash flow and conduct of Council.

That Council give third reading to Bylaw 884/13 Town of Rimbey Revolving Operating Loan which is a bylaw to the Municipal Council to incur an indebtedness on behalf of the said town to ATB Financial by the issuance of a revolving operating loan facility for the purpose of maintaining a positive operating cash flow and conduct of Council.

CAO 				
DISTRIBUTION:	Council:	Admin:	Press:	Other:

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO AUTHORIZE THE MUNICIPAL COUNCIL TO INCURE AN INDEBTEDNESS ON BEHALF OF THE SAID TOWN TO ATB FINANCIAL BY THE ISSUANCE OF A REVOLVING OPERATING LOAN FACILITY FOR THE PURPOSE OF MAINTAINING A POSITIVE OPERATING CASH FLOW AND CONDUCT OF COUNCIL.

WHEREAS, Pursuant to Section 256 of the Municipal Government Act to maintain a positive operating cash flow thereto, the Council may pass Bylaws in relation to maintain a positive operating cash flow; and;

WHEREAS, it is necessary to secure a revolving operating loan facility for a maximum of \$1,500,000.00 from ATB Financial on the terms and conditions referred to in this bylaw; and

WHEREAS, the amount of the existing debenture and loan debt of the town of Rimbey at December 31, 2012 is \$4,052,432.00 and no part of the principal or interest is in arrears;

WHEREAS, all required approvals for operating expenditures have been obtained, and are in compliance with all Acts and Regulations of the Province of Alberta;

THEREFORE; COUNCIL OF THE TOWN OF RIMBEY, ALBERTA, ENACTS AS FOLLOWS:

1. That for the purpose of maintaining a positive operating cash flow, the sum of ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS (1,500,000.00) be borrowed from ATB Financial by way of a revolving operating loan on the credit and security of the Municipality at large, of which amount the full sum of \$1,500,000.00 is to be paid by the Municipality at large.
2. The Mayor and the Chief Administrative Officer of the Town of Rimbey are hereby authorized to borrow on behalf of the Town of Rimbey for the amount and purpose as authorized by this bylaw, namely the maintaining of a positive operating cash flow.
3. The Town of Rimbey shall repay the indebtedness according to the repayment structure in effect, namely monthly payments of combined principal and interest installments as determined by ATB Financial, calculated at a rate not exceeding the interest rate fixed by ATB Financial on the date of the borrowing, and not to exceed TEN (10) percent.
4. The Town of Rimbey shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
5. The indebtedness shall be contracted on the credit and security of the Town of Rimbey.
6. The amount borrowed under the bylaw shall be applied only to the purpose specified by this bylaw.
7. This bylaw will expire upon the next annual review date of December 31, 2013.

AND FURTHER THAT this Bylaw shall take effect on the date of third and final reading and Town of Rimbey Bylaws 788/05 and 860/10 are hereby repealed.

READ a first time this _____ day of _____, 2013.

READ a second time this _____ day of _____, 2013.

UNANIMOUSLY AGREED to present Bylaw 884/13 for third and final reading.

READ a third and final time this _____ day of _____, 2013.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	7.1	Confidential	Yes	No	XX
Topic	Encana Corporation – Water Access and Option Agreement				
Originated by	Tony Goode		Title	CAO	

BACKGROUND:

The Town of Rimbey has been approached by Encana Corporation to purchase 180,000 cubic metres of effluent wastewater from our reservoirs during the period of January 1, 2013 to December 31, 2013.

Documentation Attached:	Yes	No
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DISCUSSION:

Attached is a copy of the proposed agreement for Water Access and Option Agreement between the Town of Rimbey and Encana Corporation.

RECOMMENDED ACTION:

Administration recommends Council accept the Water and Option Agreement from Encana Corporation to purchase 180,000 cubic meters of effluent waste water from our reservoirs during the period of January 1, 2013 to December 31, 2013.

CAO				
DISTRIBUTION:	Council:	Admin:	Press:	Other:

WATER ACCESS AND OPTION AGREEMENT

THIS AGREEMENT made this ____ day of March, 2013.

BETWEEN:

The Town of Rimbey

(hereinafter referred to as "Grantor")

-and-

Encana Corporation

(hereinafter referred to as "Grantee")

Recitals:

- A. Grantor is the registered owner of the lands [insert legal description] (the "Lands");
- B. Grantee desires to access and use water from the reservoir located upon the Lands; and
- C. Grantor is will to grant Grantee access to the Lands and to use water from the reservoirs.

Now therefore, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. **Terms and Conditions**

- 1.1 This Agreement including any of the following Schedules, which are attached hereto and made part hereof, shall be the terms and conditions as agreed to by Grantor and Grantee:

Schedule "A" - Survey Plan

2. **Right of Access**

- 2.1 Grantor hereby grants Grantee, its servants, agents, employees, contractors, subcontractors, successors and assigns the right to enter upon and occupy that certain portion of the Lands as shown outlined in red on the sketch plan attached hereto as Schedule "A" (the "Workspace Area") for access to the Lands to obtain water from the reservoir for use in its operations.

3. **Term**

3.1 The initial term of this Agreement (the "Initial Term") is the 1 year period commencing on January 1, 2013 and ending on December 31, 2013.

4. **Compensation for Initial Term**

4.1 Grantee will pay to Grantor the sum of _____ Dollars (\$ _____), which sum includes any applicable entry fee, GST and compensation for the use of the Workspace Area for the period up to and including December 31, 2013.

4.2 Grantee will have first priority access, over all other third parties, to use up to 180,000 cubes of water and shall pay Grantor at a rate of \$_____/cube. If Grantee fails to withdraw the full 180,000 cubes during the Initial Term, within 30 days after the expiry of the Initial Term, Grantee shall pay to Grantor the rate specified in this paragraph multiplied by the difference between 180,000 and the total amount withdrawn during the Initial Term.

5. **Option to Renew**

5.1 Grantor hereby grants Grantee an exclusive and irrevocable option to extend the Initial Term on an annual basis, in each case subject to providing Grantor with 90 days prior written notice for each year that the Term is extended (the "Extended Term").

5.2 A notice of extension delivered in accordance with section 5.1 shall specify the minimum amount of water Grantee requires for such Extended Term.

5.3 During any Extended Term, the following shall apply:

- (a) Grantee shall have access to the Workspace Area and water in priority to all other third party users;
- (b) There shall not be no additional fee payable for access to the Land;
- (c) Water usage will be billed to Grantee at a rate of \$_____/cube;
- (d) Rimbey shall advise Grantee of its upcoming discharge dates on an annual basis. Such notice shall be given at least 90 days prior to the discharge date.

6. **Billing and Invoices**

6.1 The Grantor shall invoice the Grantee at monthly intervals or such other reasonable intervals as the Grantor may desire and the Grantee shall submit payment in the manner described on the invoice(s).

6.2 In the event the Grantor is required to collect any taxes, assessments, fees or charges on behalf of any governmental authority including, without limitation, Federal Goods and Services Taxes, from the Grantee with respect to any transaction occurring as a result of this Agreement, then the Grantee shall pay the amount of such taxes, assessments, fees or charges to the Grantor, and the Grantor shall remit those amounts to the relevant taxing authority as required by law.

7. Damages

- 7.1 The Grantee agrees that if damage results from the exercise by the Grantee and its servants, agents, employees, contractors and subcontractors of the rights herein granted, the Grantee shall, at the Grantor's request, restore the Workspace Area to its previous condition. If the Grantee fails to comply with such instruction within a reasonable time to be determined by the Grantor, the Grantor may restore the Workspace Area to its previous condition at the expense of the Grantee. In such event, the Grantee will reimburse the Grantor the Grantor's costs of the restoration within thirty (30) days of receiving the Grantor's invoice.

8. Liability and Indemnity

- 8.1 The Grantee shall use the Workspace Area entirely at its own risk and shall be liable for any loss, damage or expense suffered by the Grantor as a direct result of the use of the Workspace Area by the Grantee, its employees, agents, servants, contractors or subcontractors, unless such loss, damage or expense is a direct result of the negligence or misconduct of the Grantor, its employees, agents, servants, contractors or subcontractors.
- 8.2 The Grantee shall indemnify the Grantor against all actions, proceedings, claims, demands and costs suffered by the Grantor directly resulting from the use of the Workspace Area by the Grantee, its employees, agents, servants, contractors or subcontractors, unless such action, proceeding, claim, demand or cost is a direct result of the negligence or misconduct of the Grantor, its employees, agents, servants, contractors or subcontractors.
- 8.3 Notwithstanding paragraphs 8.1 or 8.2, neither the Grantor nor the Grantee shall have any liability to the other for any loss of profit or consequential or indirect damages suffered by the other.

9. Environmental

- 9.1 The Grantee must notify the Grantor immediately in the event of any environmental, pollution or contamination problems caused by Grantee's operations on the Workspace Area or on any lands adjacent to the Lands as a result of the use of the Workspace Area (hereinafter referred to as "Environmental Contamination") and the Grantee shall be solely responsible for the cost of all work carried out to correct any/all Environmental Contamination caused by the Grantee.
- 9.2 The Grantee shall comply with the provisions of all applicable federal, provincial or municipal laws with respect to maintaining a clean environment.
- 9.3 The Grantee shall indemnify and save Grantor harmless against all loss, damages and expenses which may be brought against or suffered by Grantor and which are incidental to any Environmental Contamination, except to the extent that such loss, damage or expense is the result of Grantor's operations.
- 9.4 Upon termination of this agreement, Grantee shall leave the Workspace Area, and any lands adjacent to the Lands, free of any Environmental Contamination resulting from

Grantee's operation which may adversely affect the land or result in a breach of the duties described in clause 9.2. The responsibility of Grantee to Grantor with respect to the environmental obligations contained herein shall continue to be enforceable by Grantor notwithstanding the termination of this agreement.

10. Default

10.1 If the Grantee is in default of any provisions herein, and such default continues for a period of thirty (30) days after receipt of notice from the Grantor to remedy such default or fails to remedy the default with all due diligence thereafter, the Grantor may without limiting any other remedies it may have, terminate this Agreement and the Grantee shall be deemed to have forfeited any and all rights hereunder.

11. Insurance

11.1 It shall be the responsibility of the Grantee to maintain and keep in force during the term of this Agreement, for the benefit of the Grantee, the following insurance:

(a) Automobile Liability Insurance covering bodily injury (including passenger hazard) and property damage arising from the operation of owned or non-owned vehicles used on the Lands in the course of operations by the Grantee, with inclusive limits of not less than \$2,000,000 (two million dollars) for any one accident or occurrence.

(b) Comprehensive General Liability Insurance covering the liability of the Grantee for bodily injury and property damage arising from operations of the Grantee in connection with this Agreement (other than the operation of vehicles). The limits of this insurance shall not be less than \$1,000,000 (one million dollars) for any one accident or occurrence.

11.2 Upon demand by the Grantor, the Grantee shall provide the Grantor a Certificate of Insurance as evidence of the insurance required by the preceding clause. Insurance policies referred to in paragraph 11.1(b) above shall include a waiver of subrogation in favor of the Grantor and its agents and employees.

11.3 As an alternative to the insurance policies referred to in paragraphs 11.1(a) and 11.1(b), if acceptable to the Grantor, the Grantee may self-insure against the risks normally covered by such policies.

11.4 The Grantee shall use its best efforts to ensure that any of its contractors and agents using the Lands, that are not covered by the insurance policies set forth in paragraphs 11.1(a) and 11.1(b) maintain insurance in accordance with the provisions of paragraphs 11.1(a) and 11.1(b) during those contractors' use of the Lands.

11.5 The insurance policies shall be endorsed to provide that in the event of any change that could affect the interests of the Grantor, or in the event of their cancellation, the insurers shall notify the Grantor thirty (30) days prior to the effective date of such change or cancellation.

12. **Arbitration**

12.1 Unless otherwise specifically provided for herein, any disagreement between the Parties shall be referred to arbitration and any such arbitration, including the selection of the arbitrator, shall be governed by the Arbitration Act (Alberta).

13. **Force Majeure**

13.1 In the event any Party shall be delayed or hindered in or prevented from performance of any act required to be performed by such Party by reason of acts of God, strikes, lockouts, failure of power, unavailability of materials, riots, insurrections, the act or failure to act of the other Party, war or other reason beyond such Party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Party.

14. **Notices**

14.1 Notices and invoices to be given under this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

GRANTOR:	_____	GRANTEE:	_____
	_____		_____
	_____		_____
Bus:	_____	Bus:	_____
Fax:	_____	Fax:	_____
E-mail:	_____	E-mail:	_____
Attention:	_____	Attention:	_____

14.2 Either party may, from time to time, change its address for service by giving written notice to the other party.

14.3 Any notice, invoice or other communication shall be deemed to be received by the addressee, if delivered personally, or electronically transmitted, on the first business day following delivery or transmission and, if mailed, on the fourth business day following the day on which it was mailed.

14.4 In the case of a postal disruption, or an anticipated postal disruption, all notices or other communications to be given under this Agreement shall be electronically transmitted or delivered by hand.

15. **Assignment**

15.1 The Grantee shall not assign or transfer this Agreement nor the rights and privileges hereby granted without the prior written consent of the Grantor, and such consent shall not be unreasonably withheld.

16. Termination

- 16.1 Notwithstanding any provision to the contrary herein contained but , this Agreement may be terminated upon a minimum of thirty (30) days prior written notice given by either party to the other. Such notice shall state the termination date of the Agreement. Upon termination of this Agreement, all applicable rights and obligations as between the Grantor and the Grantee shall terminate except that the Grantee shall remain liable to the Grantor for all of its obligations and liabilities arising pursuant to this Agreement prior to the date of such termination.
- 16.2 Grantor shall inspect the Lands upon termination of this Agreement and shall notify Grantee of any damage to the Lands, excluding normal wear and tear, which shall be repaired in accordance with Clause 7.

17. Statute of Limitations

- 17.1 The two (2) year period for seeking a remedial order under section 3(1)(a) of the Limitations Act, R.S.A. 2000 c. L-12, including any amendments thereto or replacements thereof, for any claim (as defined in the Act) arising in connection with this Agreement is extended to four (4) years whether or not the claimant was aware of the material facts which gave rise to the claim.

18. Miscellaneous

- 18.1 No failure by a Party to require the performance of any term or condition of this Agreement shall be binding upon that Party unless the intention to waive is confirmed in writing by that Party, and any waiver so given shall extend only to the particular performance so waived and shall not limit or affect any other rights of the waiving Party.
- 18.2 This Agreement constitutes the entire Agreement of the parties hereto pertaining to the subject matter of this Agreement and wholly replaces and supersedes any and all previous Agreements, understandings, negotiations and discussions pertaining to the subject matter of this Agreement, whether verbal or written.
- 18.3 This Agreement shall enure to the benefit of and is binding upon the parties hereto and their respective successors and assigns.
- 18.4 All schedules to this Agreement shall be incorporated in and form a part of this Agreement. In the event of a conflict between a schedule and the body of this Agreement, the latter shall prevail.
- 18.5 This Agreement may be amended only by written instrument executed by both parties.
- 18.6 From time to time, each party will, at the reasonable request of the other party, take all action, do all such acts and execute and deliver all agreements, instruments, documents or other writings desired or required by such other party so as to fully perform or carry out the terms, intents or purposes of this Agreement.
- 18.7 This Agreement shall be governed by and interpreted in accordance with the laws of Alberta and the parties agree to attorn to the jurisdiction of the courts of Alberta.

18.8 Time is of the essence of this Agreement.

18.9 This Agreement and any document or instrument to be executed and delivered by the parties hereunder or in connection herewith may be executed and delivered in separate counterparts and delivered by one party to the other by facsimile or email, each of which when so executed and delivered shall be deemed an original and all such counterparts shall together constitute one and the same agreement.

The parties have executed this Agreement as of the day and year first above written:

The Town of Rimbey

Encana Corporation

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

SCHEDULE "A"

SURVEY PLAN

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	7.2	Confidential	Yes	No	XX
Topic	Kitchner Lodge #85 Park Proposal				
Originated by	Tony Goode		Title	CAO	

BACKGROUND:

The Kitchner Lodge #85 has been in existence for 96 years and will be celebrating their 100th anniversary in 4 years. In honor of this upcoming anniversary, they are requesting to develop a mini park within the newly proposed trail system.

Documentation Attached:	Yes	No
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DISCUSSION:

At the Council Committee Meeting held March 15, 2013, Mr. E. Giebelhaus and Mr. Tarleton presented to Council their plan for the mini park. They noted that this would be a 3-4 year project. It would be comprised of a walkway, trees, a bridge, and berms that would create mini dams in the drainage ditch. They are requesting crushed concrete from the town as well as the use of the town bobcat during construction of this park. They would like to start as soon as possible in the spring.

RECOMMENDED ACTION:

Administration recommends approval of the Kitchner Lodge #85 Park Proposal which will be located within the proposed trails system.

CAO 

DISTRIBUTION:	Council:	Admin:	Press:	Other:
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**Town of Rimbey
Mayor Sheldon Ibbotson**

February 1, 2013

Mayor Ibbotson;

Re: Proposal by Kitchener Lodge #95

It is in the consideration of the fact that Kitchener Lodge has been present in our community for the past ninety six years and will be celebrating our centennial in four years, we the members of the Lodge wish to enter into a dialogue with you and the council with the intension of developing a memorial park celebrating that event.

We would suggest that some of the property recently acquired by the Town as the ten percent Re: developments be the site of our proposal.

We would like to meet with you and your council in mid March to discuss possibilities.

Thank you for your consideration.


Worshipful Master Allan Tarleton 843-4515

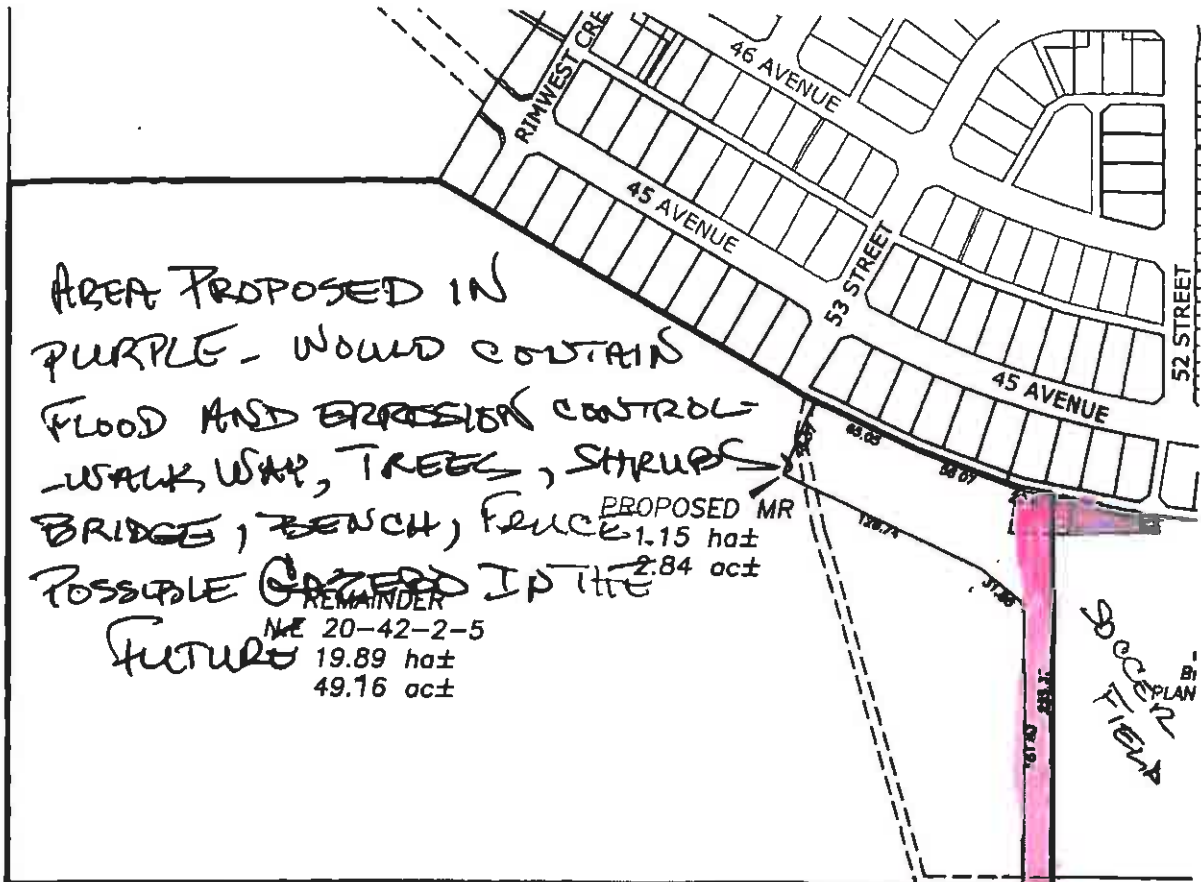

Senior Warden Earl D. Giebelhaus

243-2379.

15 march committee.

Proposed Subdivision in
Town of Rimbey

N.E 20-42-2-W5



AREA PROPOSED IN
PURPLE - WOULD CONTAIN
FLOOD AND EROSION CONTROL
- WALKWAY, TREES, SHRUBS
BRIDGE, BENCH, FENCE
POSSIBLE GAZON IN THE
FUTURE

PROPOSED MR
1.15 ha±
2.84 ac±

REMAINDER
NE 20-42-2-5
19.89 ha±
49.16 ac±

LOT 5
BLOCK 1
PLAN 9020977

LOT 6
BLOCK 1
PLAN 9020977



Scale 1:4000

Dimensions are in metres and are approximate
Refer to Tentative Plan for exact dimensions

Registered Owner(s): L.I Ranches Ltd.

File: TR/12/07

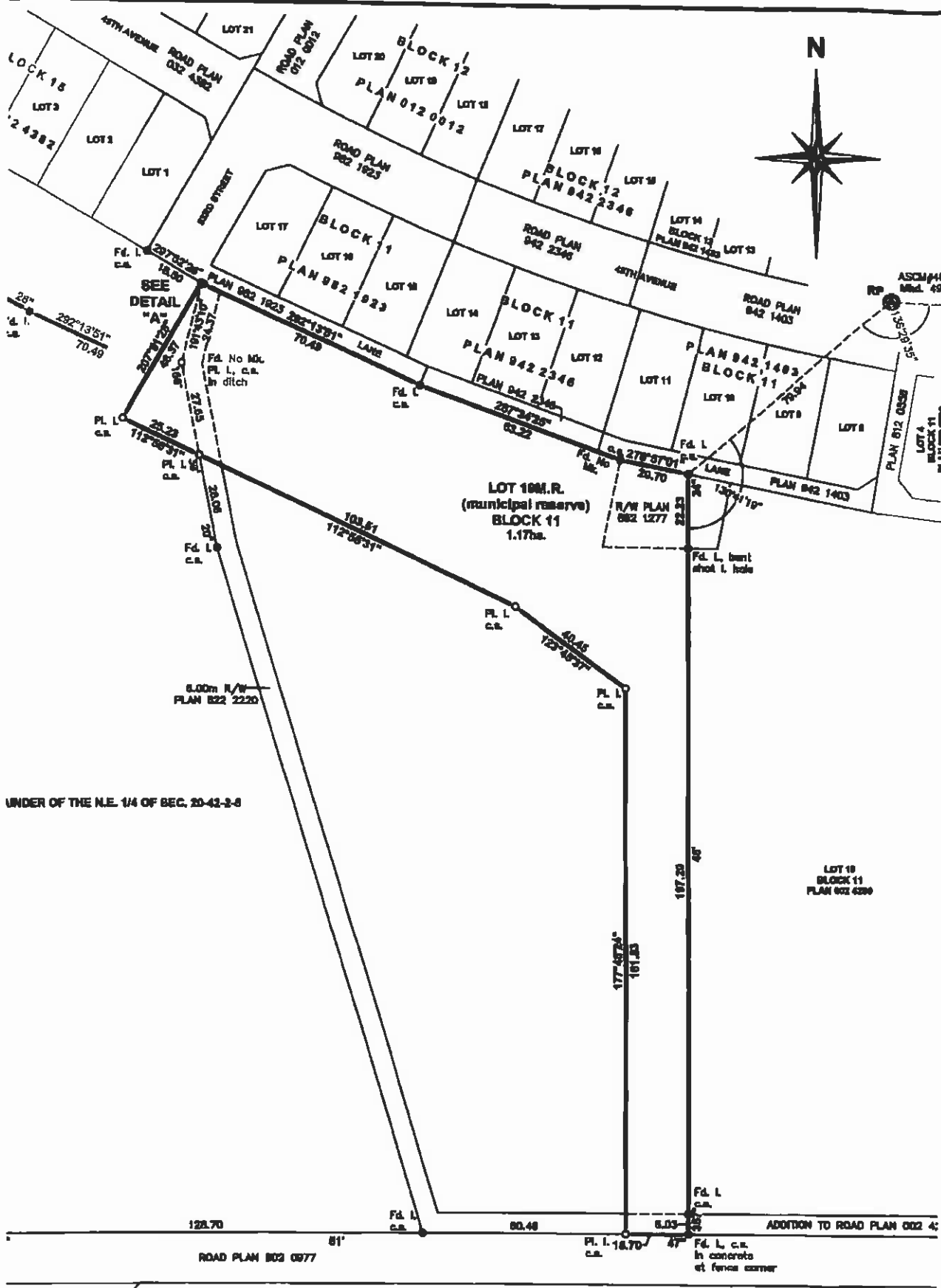
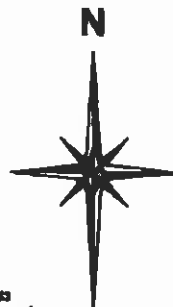
Drawn: 18/09/2012

— denotes titled area

Revised:

WEST CENTRAL PLANNING AGENCY

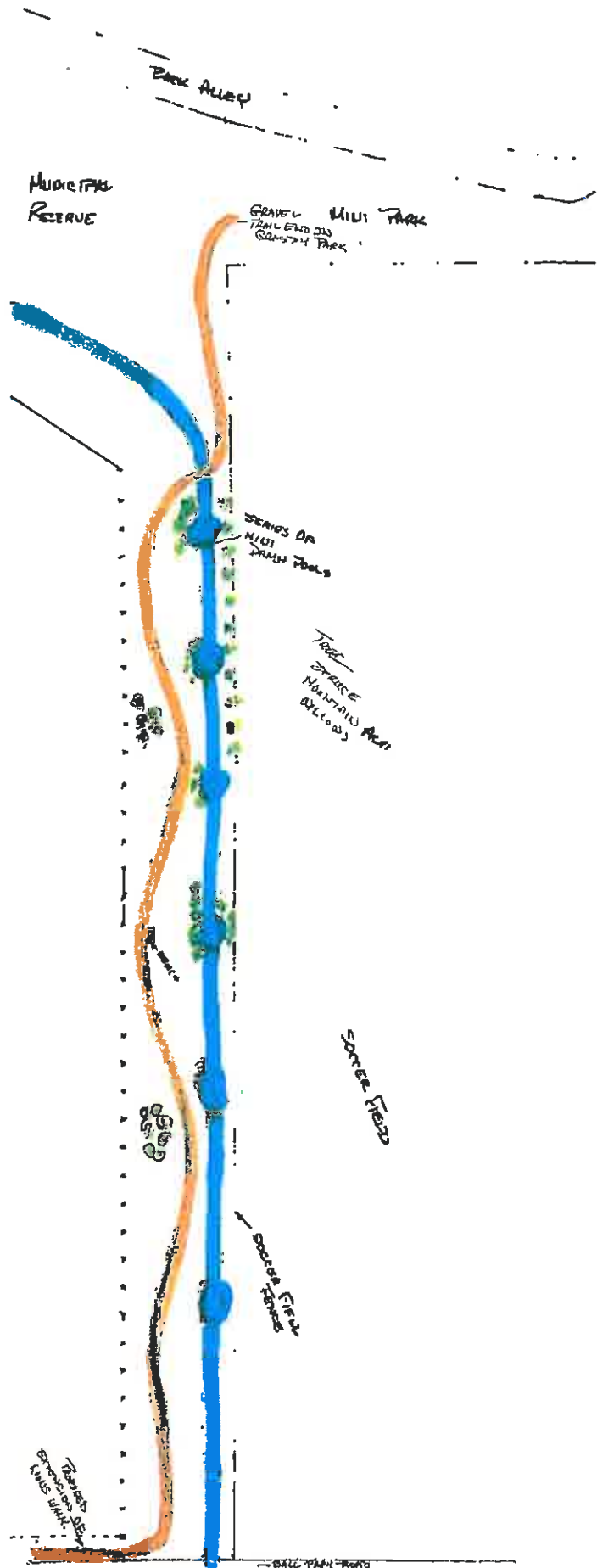
Suite 101, 5111 - 50th Avenue Wetaskiwin, AB T9A 0S5
Phone 780-352-2215 Fax 780-352-2211 Email admin@westcentralplanning.ca Web Site: www.WestCentralPlanning.ca



UNDER OF THE N.E. 1/4 OF SEC. 20-42-2-6

R/W PLAN 002 0978

LOT 8 BLOCK 1 PLAN 002 0977



TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	7.3	Confidential	Yes	No	XX
Topic	Petition				
Originated by	Tony Goode		Title	CAO	

BACKGROUND:

Motion 008/13

Moved by Councillor Payson to sell the Town Administration Building to the Rimbey Municipal Library Board for \$1.00, with the condition that the Town of Rimbey gets first right of refusal for \$1.00, if the Rimbey Municipal Library Board decides to sell the building.

CARRIED
(5-0)

On March 13, 2013 the Town of Rimbey received a petition, the statement of purpose which reads:

Whereas, the Town Council of Rimbey, is planning to sell the town offices for the total sum of \$1.00 (one dollar) and,

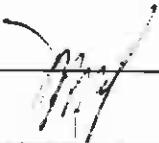
Whereas the building know as the Rimbey Town Offices which are assessed at approximately \$650,000 and,

Whereas the proposed "New" Town Offices, limits access for the disabled and elderly.

Be it resolved, that the Town of Rimbey hold a referendum or delay the sale until the next municipal elections so that the voters can decide this issue.

There were 455 signatures on the petition. The MGA requires that a petition contain the signatures of Rimbey electors equaling at least 10 percent of the town's population. The population of Rimbey, as per the 2012 Municipal Affairs Population List is 2378, (May 10, 2011 Federal Census) which would require 238 electors to sign a petition. Each elector must provide his or her printed name, signature, residential address, and the date on which the elector signed the petition. The elector's signature must be properly witnessed, and the witness must swear an affidavit that states that the witness believes the people who signed the petition are entitled to do so (MGA' s. 221 to 226).

It is the CAO's duty and responsibility to declare whether a petition is sufficient, within thirty (30) days of receipt of the petition (MGA s. 226). This determination relates not only to the technical requirements of sufficiency (i.e. number of petitioners, addresses, witnesses, etc.), but also the other legal requirements, including a lack of clarity respecting the action sought, and a lack of clarity on the subject matter of the petition. If a petition is not sufficient, Council is not required to take any notice of it (MGA s. 226).

Documentation Attached:		Yes	No	
DISCUSSION:				
Administration reviewed the petition and found 394 of the 455 signatures were valid.				
The petition, in its entirety, was forwarded to Brownlee LLP, Barristers and Solicitors. The petition has been deemed to be insufficient based on the lack of substantive sufficiency, due to the lack of clarity and certainty as to the nature of action sought, and also a lack of clarity and certainty as to the subject matter of the petition.				
RECOMMENDED ACTION:				
1. That the petition as presented is insufficient due to a lack of clarity in the question.				
2. That Council discuss and decide on what steps should be taken to resolve the Library expansion issue.				
CAO				
DISTRIBUTION:	Council:	Admin:	Press:	Other:

2012 Municipal Affairs Population List

Status Number	Status	Code	Municipality	Municipal Census Date	Federal Census Date	2012 Population
5	Town	0250	PINCHER CREEK		10-May-11	3,685
5	Town	0254	PONOKA		10-May-11	6,773
5	Town	0257	PROVOST		10-May-11	2,041
5	Town	0260	RAINBOW LAKE		10-May-11	870
5	Town	0261	RAYMOND	15-May-12		3,891
5	Town	0264	REDCLIFF		10-May-11	5,588
5	Town	0265	REDWATER	16-May-12		2,116
5	Town	0266	RIMBEY		10-May-11	2,378
5	Town	0268	ROCKY MOUNTAIN HOUSE	19-Jun-12		7,300
5	Town	0280	SEDGEWICK		10-May-11	857
5	Town	0281	SEXSMITH		10-May-11	2,418
5	Town	0284	SLAVE LAKE		10-May-11	6,782
5	Town	0285	SMOKY LAKE		10-May-11	1,022
5	Town	0289	SPIRIT RIVER		10-May-11	1,025
5	Town	0293	ST. PAUL	15-May-12		5,844
5	Town	0297	STAVELY		10-May-11	505
5	Town	0298	STETTLER		10-May-11	5,748
5	Town	0301	STONY PLAIN		10-May-11	15,051
5	Town	0303	STRATHMORE	01-Apr-12		12,352
5	Town	0307	SUNDRE	07-Jun-12		2,695
5	Town	0309	SWAN HILLS		10-May-11	1,465
5	Town	0310	SYLVAN LAKE		10-May-11	12,327
5	Town	0311	TABER		10-May-11	8,104
5	Town	0316	THREE HILLS	02-Apr-12		3,230
5	Town	0318	TOFIELD		10-May-11	2,182
5	Town	0320	TROCHU		10-May-11	1,072
5	Town	0321	TURNER VALLEY		10-May-11	2,167
5	Town	0322	TWO HILLS	07-May-12		1,431
5	Town	0325	VALLEYVIEW		10-May-11	1,761
5	Town	0326	VAUXHALL		10-May-11	1,288
5	Town	0327	VEGREVILLE	01-Apr-12		5,758
5	Town	0328	VERMILION	15-Apr-12		4,545
5	Town	0331	VIKING		10-May-11	1,041
5	Town	0333	VULCAN		10-May-11	1,836
5	Town	0335	WAINWRIGHT		10-May-11	5,925
5	Town	0343	WEMBLEY	15-Apr-12		1,410
5	Town	0345	WESTLOCK		10-May-11	4,823
5	Town	0350	WHITECOURT		10-May-11	9,605
6	Village	0002	ACME		10-May-11	653



B R O W N L E E
L L P
Barristers & Solicitors

Suite 2200, Commerce Place
10155 - 102 Street
Edmonton, AB Canada T5J 4G8
Telephone: (780) 497-4800
Telecopier: (780) 424-3254
E-Mail: e-mail@brownleelaw.com
WebSite: www.brownleelaw.com

Refer to: Jeneane S. Grundberg
Direct Line: 780-497-4812
E-mail: jgrundberg@brownleelaw.com
Your File No.:
Our File No.: 71184.0013/JSG

March 14, 2013

SENT VIA EMAIL: tony@rimbey.com

Town of Rimbey
P.O. Box 350
Rimbey, AB T0C 2J0

Attention: Tony Goode, CAO

Dear Sir:

Re: Petition regarding Library Land Transfer

Further to your instructions, we are pleased to provide our opinion on the validity of the petition recently submitted to the Town of Rimbey (the "Municipality") concerning the proposed sale of the Town Administration Building to the Rimbey Municipal Library Board for \$1.00. As discussed, we confirm that Administration within the Municipality are currently reviewing the petition for *technical sufficiency* under sections 222-226 of the *Municipal Government Act* ("MGA"); as such, our review and analysis of the petition below is focused solely on the question of the *substantive sufficiency* of the petition's statement of purpose.

EXECUTIVE SUMMARY

We recommend that, as Chief Administrative Officer, you prepare and present a report to Council, by no later than April 12, 2013, declaring the petition **insufficient** based on the lack of substantive sufficiency, namely due to lack of clarity and certainty as to the nature of action sought (i.e. whether the electors are filing a petition requesting a binding public vote under the MGA s. 232) and also a lack of clarity and certainty as to the subject matter of the petition.

In our opinion, it is unclear whether the petition is, in fact, a petition for a binding vote of the electors pursuant to section 232 of the MGA. Moreover, the petition's purpose statement is unclear, open-ended and involves asking the electors to select among alternatives, all of which renders the petition invalid because it (a) cannot be turned into a bylaw and implemented by Council; and (b) cannot be turned into a "yes-or-no" question, the answer to which would be binding on Council.

If the petition is declared to be insufficient by the Chief Administrative Officer then Council is not required to take any notice of it (s. 226(3) MGA); however, Council may, in its discretion, decide to rescind Council Motion 008/13, or proceed to hold a non-binding vote of electors on a question pursuant to section 236 of the MGA.

FACTS

Please note that our opinion is based upon the facts below. Please advise if we have incorrectly or incompletely stated the facts, as that may alter our opinion.

- On January 14, 2013 Council adopted Motion 008/13 which reads as follows:

Moved by Councillor Payson to sell the Town Administration Building to the Rimbey Municipal Library Board for \$1.00, with the condition that the Town of Rimbey gets first right of refusal for \$1.00, if the Rimbey Municipal Library Board decides to sell the building.

- On March 13, 2013 the Town of Rimbey received a petition, the statement of purpose which reads:

Whereas, the Town Council of Rimbey, is planning to sell the the [sic] town offices for the total sum of \$1.00 (One dollar) and,

Whereas the building know [sic] as the Rimbey Town Offices which are assessed at approximately \$650,000 and,

Whereas the proposed "New" Town offices, limits access for the disabled and elderly.

Be it resolved, that the Town of Rimbey hold a referendum or delay the sale until the next municipal election so that the voters can decide this issue.

- The form of petition provides space for the printed name, address, and signature of each petitioner, as well as for the witness, and the date when the petition is signed. Witness affidavits and a Statement of Representative of Petitioners are included.
- The population of the Municipality is **2,378** according to the 2012 Alberta Municipal Affairs Population List. To be sufficient, the petition must be signed by at least **238** petitioners, and meet the other requirements of the MGA.

ISSUES

1. Is the petition a petition for a new bylaw or a bylaw to amend or repeal a bylaw or resolution, pursuant to section 232 of the MGA?
2. Is the statement of purpose in the petition capable of being turned into a bylaw and implemented by Council?

DISCUSSION

1. Is the petition a petition for a new bylaw or a bylaw to amend or repeal a bylaw or resolution, pursuant to section 232 of the MGA?

In our opinion, it is not clear on the face of the petition whether the petitioners are requesting a vote of the electors on a new bylaw or a bylaw to amend or repeal a bylaw or resolution of Council. The action the petitioners are demanding from Council is set out in the petition's statement of purpose as follows:

Be it resolved, that the Town of Rimbey hold a referendum or delay the sale until the next municipal election so that the voters can decide this issue.

The above statement is, in our view, subject to *at least* four possible interpretations:

- 1) That the Town hold a non-binding public vote on the issue pursuant to the MGA s. 236 [either now or at the general election];
- 2) That the Town hold a binding public vote on the issue pursuant to ss. 232-233 [either now or at the general election];
- 3) That the Town not hold a public vote, but simply delay the sale until after the general election (presumably on the assumption that the results of the election will reflect the will of the electors in relation to the issue of the sale); or
- 4) That the Town put to a vote of the electors the question of whether the Municipality should (a) proceed to hold a vote on the question of whether the Municipality should hold a vote of electors on the issue [unclear whether binding or non-binding] or (b) simply delay the sale until after the next general election without holding a further vote of electors.

The fact that the petition's intent is, on its face, subject to multiple interpretations creates uncertainty, calling into question whether the petition is indeed a petition under s. 232 of the MGA. A few specific items of concern we have noted are as follows:

Reference to a "referendum"

The petition calls for the holding of a "referendum". This term is **not** found in the MGA. The term "referendum" is commonly used to refer to a public vote of electors, but whether that vote is binding or not depends on the governing statute under which the referendum is held. For example, in Canada referendums are generally consultative in nature and only in Alberta, British

Columbia and Saskatchewan are the results of a *provincial* referendum binding.¹ Given the use of the word “referendum” the petition could be interpreted as requesting either a non-binding public vote or a binding public vote. A vote of electors under ss. 232-233 of the MGA is binding on Council. As such, the petition must strictly comply with the statutory requirements of the MGA in order to be sufficient.

However, Council may, on its own motion, submit a question to be voted on by the electors on any matter over which the municipality has jurisdiction and the result of the vote does not bind Council (s. 236 MGA). In our opinion, it is not clear on the face of the petition whether the petitioners are requesting a binding vote of electors (MGA ss. 232-233) or a non-binding vote of electors (MGA ss. 236).

No mention of Motion 008/13

The petition does not expressly refer to Council Motion 008/13. The only reference to the resolution that can be implied is the preamble’s reference that “Town Council is planning to sell the town offices for \$1.00.” In our view, a binding vote of the electors under ss. 232-233 is an extraordinary measure that curtails Council’s authority and, as such, in order to engage this process the petition must be clear on its face with respect to what it is demanding that Council do. On receipt of a petition that is valid, that requests the repeal of a bylaw or resolution, Council has a choice. Council may repeal the bylaw or resolution in question, or Council may proceed to a binding public vote. In our view, the lack of express reference to the request of a bylaw is not necessarily fatal to the petition; however, it is the balance of the references in the purpose statement that are substantively insufficient.

We do caution that there are cases suggesting if the purpose is, in essence, clear, the Council is obliged to give effect to the spirit and intent of the petition. Accordingly, there is a risk, however, that a Court could try to adopt a liberal approach most favourable to the petitioners and find that the subject of the petition is in fact in relation to Council Motion 008/13 given the reference in the preamble. However, in our view, on balance (for all of the reasons outlined in this opinion) the petition is not substantively sufficient.

“Delay the sale”

The petition’s statement of purpose contemplates (presumably in the alternative, although this is unclear) that the Municipality delay the sale of the Town Administration Building until after the next municipal election. Under this interpretation, there is no public vote on the sale of the building, but rather both the sale of the building and the accessibility of the new municipal offices would be the subject of general discussion during the election. Presumably, candidates could seek input from the electorate, and platforms could be developed based on the candidates’ views on these issues.

We offer the following additional comment. Upon review, we note that Council Motion 008/13 does not reference any specific timeframe for the sale to occur. In our opinion, this resolution

¹ See for example Alberta’s *Constitutional Referendum Act*, R.S.A. 2000, c. C-25 which applies to questions relating to the Constitution of Canada and provides that if a majority of the ballots validly cast at a referendum vote the same way on a question stated, the result is binding (s. 4).

does not need to be repealed in order to comply with the demand by the petitioners, which calls into question whether this is properly a petition brought pursuant to s. 232 of the MGA.

A vote to hold a vote

One possible interpretation of the statement of purpose is that the petition contemplates the Municipality holding a vote of electors on the question of whether a (further) vote of electors should be held. Specifically, it is unclear whether the petitioners are in fact requesting that the Municipality prepare a bylaw that asks electors to decide the question of whether the Municipality should (a) hold a referendum at the next municipal election or (b) delay the sale until the next municipal election (presumably on the assumption that the next Council will know the will of the electorate and heed its wishes post-election). As will be discussed below, the fact that the petition's statement of purpose is unclear renders it all but impossible for Council to have a bylaw prepared for a vote of the electors.

2. Is the statement of purpose in the petition capable of being turned into a bylaw and implemented by Council?

In our opinion, the petition's statement of purpose is not capable of being turned into a bylaw that can be implemented by, and be binding upon, Council.

Upon receipt of an otherwise sufficient petition to amend or repeal a bylaw or resolution, a council has essentially only two options, namely: (1) proceed to amend or repeal the bylaw or resolution that is the subject of the petition or (2) prepare a bylaw dealing with the subject matter of the petition, which must then be submitted to a public vote (s. 233(2) MGA).² As noted above, the petitioners' intent is ambiguous and not reasonably clear.

In our view, the statement of purpose in the petition is open-ended and subject to multiple interpretations. Indeed, the petition requests an opportunity for the "voters [to] decide this issue", but it is unclear what the issue is. The petition asserts three statements of facts in the preamble:

- The Town Council is planning to sell the town offices for \$1.00;
- The Rimbey Town Offices are assessed at approximately \$650,000; and
- The proposed "New" Town offices limits access for the disabled and elderly.

The petition does not make it clear which (if any) of the above statements represents the issue(s) of concern to the petitioners. For example, the issues might be:

- Sale of the Town office building;
- Sale of the Town office building for nominal value;

² Section 233 of the MGA does not expressly provide that a council may simply implement the petitioner's demands by amending or repealing the bylaw or resolution subject to a valid petition; however, in our view, such power is implied in the MGA and this approach has been endorsed by our Alberta Court of Appeal (see *Brown and Moore v. City of Calgary et al.*, 1980 Carswell Alta 34 at para. 23.)

- Construction of new, allegedly inadequate Town office building; or
- Any combination of the above.

Given this uncertainty, it would likely be impossible for Council to draft a bylaw to implement the petition. The Alberta courts have held that a petition, to be valid must be capable of being turned into a bylaw that can be implemented by Council; the subject matter must be capable of being referenced on a ballot with a ‘yes’ or ‘no’ answer. Further, multiple questions cannot be submitted in one petition.

The Alberta Court of Queen’s Bench decision in *Whitecourt (Town of) v. Eglinski*³ is instructive on these points:

The second petition is more open ended. It contemplates asking the electors which of the several alternative sites they prefer. While the petition refers to two specific alternate locations, it states that they are to be considered along with other possible locations. Given the open ended form of this question, it would be impossible for Council to pass a bylaw implementing this petition, as contemplated by s. 233(3) and (4). To be valid a petition must be capable of being turned into a bylaw that can be implemented by Council.

A related objection to the form of the second petition is that it would be impossible to turn it into a question, the answer to which would be binding on the Council. Suppose, for example, that the Council were to put four potential sites to the electorate, and that 25% of the voters supported each of the four sites. According to s. 235 of the Act, the result of this vote would be binding on the municipality, but it would be impossible to tell exactly what it was that the electors preferred. It is for this reason, as much as anything, that the petition must state a question that can be put to a straight forward yes or no vote. [emphasis added]

As outlined above, the petition does not refer to Council Motion 008/13, nor does it expressly request a bylaw to repeal this resolution. Moreover, the preamble of the petition refers to “the proposed “New” Town offices limit[ing] access for the disabled and elderly”, yet the “proposed ‘New’ Town offices” is **not** the subject of Motion 008/13; in fact, there is nothing in this resolution that addresses where the Municipality may move its administrative offices as a result of the sale to the Library Board. As such, it is unclear how a vote of electors to repeal this resolution would address this concern regarding “access” expressed by the petitioners.

Additionally, if we assume for a moment that the *correct* interpretation of the petition is that electors are to decide the question of whether the Municipality should (a) hold a further (binding/non-binding) vote on the issue of the sale of the Town Administration Building or (b)

³ 2006 ABQB 559, 2006 CarswellAlta 954 at paras. 37-38.

simply demand that Council delay the sale until after the election, then there is the potential that a vote of the electors on the petition could result in a tie vote; that is, 50% of the voters could prefer that the Municipality hold a vote of electors at the next municipal election so that the voters can decide this issue and 50% of the voters could prefer that the Municipality merely delay the sale until the next municipal election. As noted in *Eglinski* above, although the outcome of the vote would be binding on the Municipality “it would be impossible to tell exactly what it was that the electors preferred.”⁴

Similarly, a petition question that raises two separate issues may be invalid. An example arose in *Hallan v. Argentia Beach (Summer Village)*,⁵ wherein a ballot submitted by the municipality to certain residents was found to be non-compliant with the MGA for a number of reasons, including a lack of clarity. The ballot read, in part:

-I/We are in favor of constructing a new roadway approximately 20 meters north of the existing road and the financing proposed for this work.

Justice Veit noted at para. 17:

It is clear that the balloting here did not in any way comply with the requirements of the MGA:

...

... perhaps even more importantly than the lack of authority to initiate the ballot procedure, the ballot did not “contain a . . . statement of the purpose of the petition” as required by s. 224(2). Moreover, the single question asked in the ballot raised two issues and was, therefore, one to which a single answer was not necessarily possible: a ratepayer might have been in “favor of constructing a new roadway approximately 20 meters north of the existing road”, but not in favor of “the financing proposed for this work”. This lack of information as to the purpose of the petition and the lack of clarity in asking the petition questions inevitably led to the confusion reported by Ms. Eastwood. This is a fatal flaw to the ballot system of petition used here; [emphasis added]

As noted above, there is a considerable lack of clarity in the petition as to what the question is. The fact that the purpose of the petition cannot be stated as a single question to which a single yes or no answer may be given on a ballot is, in our view, fatal to the validity of the petition.

Petitions are generally circulated by a person or a core group of persons. However, the case law has confirmed that when there are issues respecting lack of clarity, the petition must be interpreted based on what is contained in the document itself; it is not relevant what the person or core group of persons intended in the purpose statement. It is fundamental that the petition have a clear purpose on its face in order for the individuals signing to understand the intend when they endorse their signatures on the petition.

⁴ *Ibid.* at para 38.

⁵ 2006, ABQB 531, 2006 CarswellAlta 898.

CONCLUSIONS AND RECOMMENDATIONS

It is the Chief Administrative Officer's duty and responsibility to declare whether a petition is sufficient, within thirty (30) days of receipt of the petition (MGA s. 226). In our view, this determination relates not only to the technical requirement of sufficiency (i.e. number of petitioners, addresses, witnesses, etc.), but also the other legal requirements, including a lack of clarity respecting the action sought, and a lack of clarity on the subject matter of the petition. If a petition is not sufficient, Council is not required to take any notice it (MGA s.226).

We would recommend that a report be prepared by the Chief Administrative Officer that declares the petition to be insufficient given that it does not set out the subject matter of the petition with reasonable certainty. This report must be presented to Council by no later than April 12, 2013.

We trust that the foregoing is of assistance to you. As always, should you have any questions or concerns with respect to this matter, please don't hesitate to contact the writer directly, or the writer's colleague, Michael S. Solowan.

Yours truly,

BROWNLEE LLP
PER:

JENEANE S. GRUNDBERG
MSS/nd

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	7.4	Confidential	Yes	No	XX
Topic	SLC Canada - Expression of Interest to Lease Town Property				
Originated by	Tony Goode		Title	CAO	

BACKGROUND:

There has been an increased interest in the Town of Rimbey from many companies looking for Industrial land. The Town owns two parcels of land that is located north of the Recycle Depot at 6510 and 6412 – 40 Street and south of Central Alberta Raceways.

The parcel located beside and north of the Recycle Depot contains 12.5 acres and the parcel located south of the race track contains 7.2 acres. This land is bare land without services.

Documentation Attached:	Yes	No
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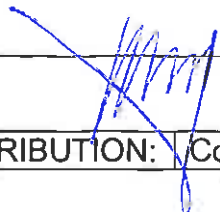
DISCUSSION:

Administration has received an expression of interest from SLC Canada looking to set up a recycling processing depot, as they have a market for tire chips and plastics as well as other recyclables in the area between Edmonton and Calgary. This company expects that when fully operational will employ approximately 10-20 people. The location of this facility was proposed for 4717 & 4725-46 Avenue has become unavailable. SLC has expressed interest in leasing the 7.2 acre parcel that is owned by the Town. There has also been interest from another company to possibility lease the other 12.5 acres to be used as a laydown yard. Administration would like to enter into negotiations with interested parties with Council's approval to lease the parcels of land at a market lease rate. The land was originally subdivided as part of the ethanol plant project.

RECOMMENDED ACTION:

That Council have administration negotiate and enter into agreements with interested parties regarding Town owned parcels located at 4610 & 4612- 40 street regarding leasing options and rate.

CAO



DISTRIBUTION:	Council:	Admin:	Press:	Other:
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SLC Canada for waste processing Inc.

202 Tuscany Meadows Heights N.W
Calgary, Alberta, Canada, T3L 2L6
Tele-fax: +1-403-452-3239

Town of Rimbey

4938 50th Ave

PO Box 350

Rimbey, AB T0C 2J0

Dear Sir/ Mam,

We have chosen Rimbey to set up a potential recycling depot. We have a market for tire chips and plastics as well as other recyclables in the area between Edmonton and Calgary.

We expect that when we are fully operational to employ approximately 10-20 people. We would like to lease or buy one or both of the properties known as Block 1, Lot 2/3 Plan 7921693.

We have attached here within a business plant that elaborates more about our business nature.

We acknowledge that there are no services on the property. There is power adjacent to the property.

We are looking forward, mutual benefits in a good faith and strong Relationship; please don't hesitate to contact the undersigned if you require more information.

Esam Wshah, MEng. MBA, MPM
President & Chief Executive Officer
Cell: 403-390-1352



Corporate Summary

SLC is a privately-owned Canadian company, with a headquarter in Calgary, Alberta, Canada. SLC is developing joint ventures and numerous other projects in Canada, The United States, Russia, and the Middle East.

SLC's present and future success is driven by an ultimate **vision**:

“To bring the highest degree of integrity to our partners, ourselves and our work“

By committing to values focusing on integrity, we successfully complete our projects on time, set budget and with the highest degree of accuracy.

Our Strategy

“Driven by Six Sigma Quality philosophy we want to own, build, and operate our plants to deliver high quality energy products.”

Experience:

SLC's Executive Management and staff have a wide range of experiences in many areas of the waste to energy industry and we are knowledgeable of the variety of international Business Models, having worked in North America, Russia, and the Middle East. With wide range of technologies ownership, SLC is able to acquire the right technology for the project under consideration.

SLC provides customized solutions for each of its projects, taking into account the Geographical structure, water needs and social nature of the project's location.

The projects we currently involved in include municipal and hospital wastes, oil sludge processing, water treatment for oil and Gas sectors, heavy oil upgrading, and oil sands / oil shale development that utilize the proprietary Technologies of ours. We are currently in the process of negotiating more projects in oil sludge recovery, contaminated soil Remediation, solid and liquid wastes, estimated utilization time, fourth quarter 2011.

Situation Analysis

Solid wastes” **Agricultural, Medical/ Hospital, Municipal, Tires, etc...**” and Liquid wastes” **Sewage, Industrial, refinery oil sludge, etc...**” represent an important source of bio-energy and valuable products. In Canada, 100% of the wastes are land filled directly. Landfilling generates green gases which has a very unpleasant odor and may result in fire with heavy cloud of thick white to black color. The green gases and the heavy cloud- in case happened- affect the human health and pollute the air. The land filling practice of the wastes, adds a challenge to the local authorities, since this kind of wastes is poisonous to the aquifers, pollutes the soil, reduces the land price in the surrounding areas and always requires new filling land, which eats the land suitable for human use and other more profitable and needed

applications.



C solution

Figure 1 landfills' areas





SLC Solution for wastes remediation:

Technologies:

SLC utilizes a process called Thermal Reaction Drum "TRD Technology": this is just a thermal treatment for the wastes, in which heat is applied to the wastes in the absence of Oxygen. A vapor contains water will be produced from this process, this vapor is then condensed and collected as liquid water for further use. From the bottom of the drum, solid residues will be collected as black granules ready to be shipped for another industry application.

The input is solid and liquid wastes, the outputs are Water suitable for irrigation purposes and clean black granules.





SLC Offers:

- 1- Our process doesn't need up-front separation or segregation. We take the wastes as is from the source.
- 2- **the town** can run any separation or segregation process for metal, glass, and any other material and sell it directly without our involvement.
- 3- SLC process treats, Tires, Plastics, food, Organics, Chemicals, wood, and any other liquid and solid wastes we will discuss together.
- 4- **SLC will charge tipping fees "service fees" for conducting this treatment process.**
- 5- SLC can take the wastes that exist in the old dumping area(s).
- 6-The Process Design, drawings and any other related documents will not be owned by any party except SLC Petroleum. No disclosure for any of those documents will be released to any party what so ever, under any condition.

END

Melissa

From: Don Sheridan <d.sheridan@telus.net>
Sent: Tuesday, March 19, 2013 9:14 AM
To: Melissa
Subject: Industrial acreages

Melissa,

The industrial acreages in Plan 112-3761(NW corner of Rimbey) sold for \$100,000 per acre and they were serviced.

The two subject acreages are not serviced and are located in a far less desirable location.

It is the assessor's opinion that these two acreages would be valued at app. \$25000 per acre for 7.29 acre property and \$22500 per acre for the 12.57 acre property They are presently assessed at \$22,174 per acre for the 7.29 acre parcel and \$17,043 for the 12.57 acre parcel.

There has not been any recent sales of industrial land near this location and the assessor is not aware of any site preparation that may have been done by the Town which would increase the value of these properties.

Don Sheridan AMAA
Municipal Property Consultants(2009) Ltd.
A2 - 83 Burnt Park Drive
Red Deer, AB. T4P 0J7
Direct 403 309-4190
Fax: 403 309-4149
d.sheridan@telus.net

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	7.5	Confidential	Yes	No	XX
Topic	Recreation Board – Community Grants Program				
Originated by	Rick Kreklewich		Title	Director of Community Services	

BACKGROUND:

The Recreation Board received one application for the Community Events Grant Program. The application was from the Rimbey Lions Club for the Pancake Breakfast being held on March 17, 2013. The request was for \$500.

Documentation Attached:	Yes	No
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DISCUSSION:

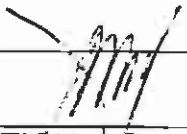
The Board agreed to provide funding for \$500.00 from the Community Events Grant Program as they meet all the requirements.

RECOMMENDED ACTION:

That we recommend approval of the Rimbey Lions Club application in the amount of \$500.00 as part of the Community Events Grant Program.

CAO					
DISTRIBUTION:	Council:	Admin:	Press:	Other:	

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	7.6	Confidential	Yes	No	XX
Topic	2013 Operating Budget Final Draft				
Originated by	Tony Goode		Title	CAO	
BACKGROUND:					
Council met on March 15, 2013 to review the final draft of the 2013 Operating Budget.					
Documentation Attached:		Yes		No	
DISCUSSION:					
Attached a copy of the final draft of the 2013 Operating Budget. A public budget meeting has been scheduled for 7:00 pm, Wednesday, April 3, 2013 in the main auditorium of the Rimbey Community Centre.					
RECOMMENDED ACTION:					
Administration recommends that Council approve the final draft of the 2013 Operating Budget which will be presented at the public meeting scheduled for 7:00 pm, Wednesday, April 3, 2013 in the main auditorium of the Rimbey Community Centre					
CAO					
DISTRIBUTION:		Council:	Admin:	Press:	Other:

DRAFT
OPERATING BUDGET
2013



March 15/13

2013 DRAFT OPERATIONAL AND CAPITAL BUDGET PROJECTIONS

REVENUE		
Operational Revenue – Taxes, Fees, Operating Grants, Etc.	\$6,188,607	
TOTAL PROJECTED REVENUES	\$6,188,607	
Expenditures		
Operating	\$5,011,070	
Debt Payments	\$369,201	
TOTAL PROJECTED EXPENDITURES	\$5,380,271	
PROJECTED SURPLUS (TO RESERVES)	\$808,336	
CAPITAL EXPENDITURES	\$1,946,436	

RECOMMENDATION

That Council approve the 2013 Draft Operational and Capital Budget as presented.

2013 Capital Budget

Budget Implications	Priority	Est. Cost	Funding	Notes
Baffle Curtain/Berm/desludge/d efuser repair	A	\$63,245	Water/Sewer Reserve	AMIP- \$10,484; Water/Sewer reserve \$52,761
Monitoring Wells/Drainage	A	\$92,000	Sewer Reserve	Hospital Storm Sewer left over \$92,228.41
Trails (2km)	A	\$200,000	Rec Reserve	Specified reserves
Sidewalk Replacements	A	\$103,636	MSI	
community Centre Air Handling Unit	A	\$12,000	Reserves	Unspecified reserves
Community Centre Washroom Renovation	A	\$60,000	MSI	
58th Ave - 48-45A St.	A	\$301,000	BMTG/MSI	BMTG 26,000; MSI 275,000
53rd Ave - 51 to 52 Street	A	\$661,755		MSI 232,160; BMTG 290,493; FGTI 139,102
Street Sweeper	A	245,000	MSI	
PW Trucks (1)	A	\$26,800	Reserves	Specified reserves
Concrete Crushing	A	\$50,000	Road Reserve	Specified reserves
Compactor Truck	A	\$17,000	Road Reserve	Specified reserves
Backhoe	A	\$105,000	Water/Sewer Reserve	Specified reserves
Mower	A	\$9,000	Rec Reserve	Specified reserves
Subtotal "A"		\$1,946,436		Est. Cap Bgt. \$ 2,094,304
Hwy 20 Intersections	B	\$337,171		
Town Electronic Signage	B	\$29,116		
BMX Park	B	\$80,000		
BMX Track	B	\$50,000		
Dog Park	B	\$30,000		
Grader	B	\$236,100		
	B			
Subtotal "B"		\$762,387		
TOTAL		\$2,708,823		

RESERVES

	2012 Open Balance	2012 Additions	2012 Deletions	2012 Year-end Balance	2013 Projects	2013 Budget	Balance
Special Projects	123,494.18			123,494.18			123,494.18
Unrestricted Surplus	1,274,605.00		512,795.09	761,809.91	12,000.00 Air handling unit	90,900.00	840,709.91
Total Operating Reserves	1,398,099.18	0.00	512,795.09	885,304.09	12,000.00	90,900.00	964,204.09
Ambulance	72,819.42		72,819.42	0.00			
Fire Equipment	134,185.10		4,792.79	129,392.31	Includes 80,000 donation		129,392.31
Roads	84,170.90			84,170.90	26,800.00 PW Truck 50,000.00 Concrete Crush		7,370.90
Res. Municipal	62,159.28	803.00		62,962.28			62,962.28
Recreation	16,696.59	200,000.00		216,696.59	200,000.00 2km Trails 9,000.00 Mower		7,696.59
Water/Sewer	163,244.82			163,244.82	52,761.00 Curtain/Berm/Desludge 105,000.00 Backhoe	717,436.00	722,919.82
Recycle	25,000.00			25,000.00	17,000.00 Compactor Truck		8,000.00
Cemetery	3,000.00			3,000.00			3,000.00
Total Capital Reserves	561,276.11	200,803.00	77,612.21	684,466.90	460,561.00	717,436.00	941,341.90
Total Reserves	1,959,375.29	200,803.00	590,407.30	1,569,770.99	472,561.00	808,336.00	1,905,545.99

Debt Load and Debt Servicing

	2010	2011	2012	2013
Current Debt	<u>4,836,203</u>	<u>4,419,601</u>	<u>4,052,432</u>	<u>3,686,425</u>
Current Debt Servicing	<u>609,265</u>	<u>543,968</u>	<u>533,110</u>	<u>324,290</u>

Current debt is approximately 50% of borrowing power

PROPOSED 2013 DEBENTURE AND LOAN SCHEDULE

Debenture Number/Description	Expiry	Interest	Balance		2013			Balance
			31-Dec-12	Principal	Interest	Payouts	New Issues	
Public Works - Roads								
41 - Paving	2018	5.6250%	155,951.08	22,569.67	8,772.25			133,381.41
43 - Paving	2018	4.0400%	262,364.47	43,512.30	10,164.44			218,852.17
45 - Paving	2024	4.4810%	501,579.55	34,193.75	22,096.97			467,385.80
Subtotal			919,895.10	100,275.72	41,033.66	0.00	0.00	819,619.38
Public Works - Sewer								
44 - Lagoon	2023	4.3400%	809,358.42	62,336.31	34,457.07			747,022.11
Subtotal			809,358.42	62,336.31	34,457.07	0.00	0.00	747,022.11
Recreation - Pool								
46 - Pool	2025	3.4880%	894,669.74	55,460.62	30,726.64			839,209.12
Subtotal			894,669.74	55,460.62	30,726.64	0.00	0.00	839,209.12
TOTAL DEBENTURES			2,623,923.26	218,072.65	106,217.37	0.00	0.00	2,405,850.61
Loans								
Loan Description	Expiry	Interest	Balance		2013			Balance
			31-Dec-12	Principal	Interest	Payouts	New Issues	
Public Works - Water								
CMHC - Reservoir	2025	4.1500%	1,361,734.62	81,160.34	56,533.47			1,280,574.28
Subtotal			1,361,734.62	81,160.34	56,533.47	0.00	0.00	1,280,574.28
Public Works - Sewer								
ATB - Sewer	2013	Prime-.25%	69,968.00	69,968.00	1,158.23			0.00
Subtotal			69,968.00	69,968.00	1,158.23	0.00	0.00	0.00
TOTAL LOANS			1,431,702.62	151,128.34	57,691.70	0.00	0.00	1,280,574.28
TOTAL DEBENTURES AND LOANS			4,055,625.88	369,200.99	163,909.07	0.00	0.00	3,686,424.89

2. Analysis of Key Financial Impacts on Municipalities

The following chart summarizes changes in key municipal grants compared to the prior year.

Grant	2012-13 Budget (\$'s Millions)	2013-14 Budget (\$'s Millions)	Dollar Change (\$'s Millions)	Percentage Change
MSI	\$896 ((\$846 Capital & \$50 Operating)	\$896 ((\$846 Capital & \$50 Operating)	\$0	-
Regional Collaboration Program	\$9	\$29	+\$20	+222%
Basic Municipal Transportation Grant	\$334	\$321	-\$13	-4%
Strategic Transportation Infrastructure Program	\$85	\$0	-\$85	-100%
GreenTRIP*	\$93	\$200	+\$107	+115%*
Municipal Water/ Wastewater Grants	\$170	\$75	-\$95	-56%
FCSS	\$76	\$76	\$0	-
Police Assistance Grant	\$51	\$46	-\$4	-8%
New Police Officer Program	\$30	\$30	\$0	-
Federal Gas Tax Fund	\$200	\$200	\$0	-

* There was no announcement of increased funding for Green TRIP, so this is assumed to be due to the timing of project delivery dates.

- The province cancelled the targeted increase to MSI (to \$1 billion) for 2013-14, holding it flat at \$896 million. Municipalities' allocations will be available on Municipal Affairs website on March 11.
- The \$50 million operating component of MSI will be eliminated over four years and transitioned to the application-based Regional Collaboration Program. The MSI operating budget will be reduced as follows:
 - \$30 million in 2014-15.
 - \$15 million in 2015-16.
 - \$0 in 2016-17.
- To spark regional collaboration, new funding of almost \$20 million has been added to the Regional Collaboration Program in 2013-14.
- Funding for municipal transportation grants was reduced by \$98 million.
- In spite of the fact that the percentage of facilities in compliance with important operational requirements has fallen from 96% to 93%, the province has reduced funding for municipal drinking and wastewater systems by \$95 million.
- The FCSS budget will remain at \$76 million, falling short of the agreed to 80/20 funding partnership between the Government of Alberta and municipalities.

2013 EDUCATION PROPERTY TAX REQUISITION

FOR

TOWN OF RIMBEY

+ 38,113

PAYMENT TO ALBERTA SCHOOL FOUNDATION FUND (ASFF)

Assessment Class	Basic Rate (1)	Equalized Assessment (2)	ASFF Requisition (1) x (2) / 1,000
Residential and Farmland	\$ 2.65	\$ 203,262,323	\$ 538,645.16
Non-Residential	\$ 3.90	\$ 69,757,362	\$ 272,053.71
Machinery & Equipment	\$ 0.00	\$ 276,480	\$ 0.00
Total			\$ 810,698.87

+ 4.95%

Total 2013 Property Taxes for Education: \$ 810,698.87

2013 Rimoka Req. \$ 32,502 6.75% Report created on Mar 08, 2013

2012 school Requisition \$ 772,585.

2012 Rimoka Requisition 32,240

$$\frac{810,698}{772,585} = \frac{\quad}{100}$$

2013 Operating Budget

2013 Operating Budget									
2013 ANNUAL BUDGET					UNAUDITED				
	Function	Revenues	Expenses	Difference	2012 BUDGET	2012 ACTUAL			
Page					Revenue	Expenses	Revenue	Expenses	Difference
1	General Municipal Revenues	2,732,193		2,732,193	2,589,127		2,575,069		2,575,069
2	Council		111,455	(111,455)		127,645		101,778	(101,778)
3	Administration	15,649	683,805	(668,156)	15,449	618,813	18,858	574,496	(555,638)
4	General Operating		100,980	(100,980)		82,680		86,458	(86,458)
5	Policing	74,000	67,331	6,669	63,750	66,904	91,793	51,892	39,901
6	Fire Department	63,000	106,664	(43,664)	60,000	125,440	76,174	90,563	(14,389)
7	Disaster Services	0	3,500	(3,500)	0	4,250	0	503	(503)
	Ambulance	0	0	0	0	0	231	3,003	(2,772)
8	Bylaw - Animal	2,400	20,338	(17,938)	18,700	38,707	2,710	15,061	(12,351)
9	Regional By-law	159,650	121,524	38,126			2,177	22,031	(19,854)
10	Public Works	3,000	511,301	(508,301)	6,250	567,250	7,060	479,552	(472,492)
11	Airport	1,170	15,388	(14,218)	1,020	8,275	873	5,387	(4,514)
12	Storm Sewers		4,825	(4,825)		3,000		2,807	(2,807)
13	Water	525,251	309,788	215,463	458,831	332,121	458,047	290,559	167,488
14	Sewer	714,675	212,602	502,073	271,429	247,333	275,760	248,261	27,499
15	Garbage	202,104	72,600	129,504	204,784	142,830	198,555	82,911	115,644
16	Recycle	48,690	160,251	(111,561)	35,616	53,501	40,456	129,503	(89,047)
	F.C.S.S.	158,686	186,166	(27,480)	158,686	178,522	158,686	178,522	(19,836)
17	Cemetery	35,900	50,346	(14,446)	11,350	17,633	17,176	22,533	(5,357)
18	Development	52,400	99,719	(47,319)	36,600	92,351	39,813	85,334	(45,521)
19	Economic Development	20,600	82,985	(62,385)	0	47,573	20,895	24,779	(3,884)
20	RV Park	24,400	16,400	8,000	79,950	61,756	75,263	44,045	31,218
21-26	Recreation	459,875	785,026	(325,151)	352,425	691,637	362,705	666,928	(304,223)
27	Community Centre	38,800	200,688	(161,888)	39,250	235,142	41,288	242,264	(200,976)
28	Library	12,463	118,425	(105,962)	11,000	111,940	13,401	115,115	(101,714)
29	Scout Hall		3,650	(3,650)				6,258	(6,258)
30	Curling Club	500	14,000	(13,500)			500	9,856	(9,356)
31	Museum	0	108,112	(108,112)	0	81,600	13,528	72,341	(58,813)
	School Requisition	810,699	810,699	0	759,031	772,585	757,530	772,575	(15,045)
	Rimoka Requisition	32,502	32,502	0	32,240	32,240	32,187	30,934	1,253
	Subtotal	6,188,607	5,011,070	1,177,537	5,205,488	4,741,728	5,280,735	4,456,249	824,486
Add	Deb/Loan Prin. Payments		369,201	(369,201)	Total accumulated surplus (Unaudited) 2012 & 2013				1,632,822
				808,336					

COUNCIL BUDGET 2013

COUNCIL	2013 ANNUAL BUDGET		2012 Budget		2012 Actual	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
General Municipal	2,732,193	100,980	2,589,127	82,680	2,575,069	86,458
Council		111,455	0	127,645	0	101,778
School Requisition	810,699	810,699	759,031	772,585	757,530	772,575
Rimoka Requisition	32,502	32,502	32,240	32,240	32,187	30,934
Total	3,575,394	1,055,636	3,380,398	1,015,150	3,364,786	991,745

General Municipal

- Includes \$9,500 in operating grants to local organizations:
 - Chamber of Commerce \$3,500
 - Beatty House \$4,000
 - BBBS \$2,000

Council

- Includes \$200/month/councillor Health Spending Account

Requisitions

- Rimoka Requisition amount – \$32,502
- School Requisition - \$810,699

ADMINISTRATION BUDGET 2013

ADMINISTRATION	2013 ANNUAL BUDGET		2012 Budget		2012 Actual	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
Administration	15,649	683,805	15,449	618,813	18,858	574,476
Total - Administration	15,649	683,805	15,449	618,813	18,858	574,496

Administration

- Includes moving and renovations - \$62,000

COMMUNITY & PROTECTIVE SERVICES BUDGET 2013

	2013 ANNUAL BUDGET		2012 Budget		2012 Actual	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
Policing	74,000	67,331	63,750	66,904	91,793	51,892
Bylaw/Animal	2,400	20,338	18,700	38,707	2,710	15,061
Bylaw/Regional	159,650	121,524			2,177	22,031
F.C.S.S.	158,686	186,166	158,686	178,522	158,686	178,522
Total	394,736	395,359	241,136	284,133	255,366	267,506

Policing

- Increase in Fine Revenue

Bylaw Animal Control

- Includes dog control contract

Regional Bylaw Enforcement

- Inter-municipal partnerships

F.C.S.S.

- Includes additional \$7,644.00 request

FIRE BUDGET 2013

	2013 ANNUAL BUDGET		2012 Budget		2012 Actual	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
Fire	63,000	106,664	60,000	125,440	76,174	90,563
Total	63,000	106,664	60,000	125,440	76,174	90,563

PUBLIC WORKS BUDGET 2013

PUBLIC WORKS	2013 ANNUAL BUDGET		2012 Budget		2012 Actual	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
Transportation	3,000	511,301	6,250	567,250	7,060	479,552
Airport	1,170	15,388	1,020	8,275	873	5,387
Storm Sewers	0	4,825	0	3,000	0	2,807
Water	525,251	309,788	458,831	322,121	458,047	290,559
Sewer	714,675	212,602	271,429	247,333	275,760	248,261
Garbage	202,104	72,600	201,484	87,556	198,555	82,911
Recycle	48,690	160,251	38,916	69,801	40,456	129,503
Total - Public Works	1,494,890	1,286,755	977,930	1,305,336	980,751	1,238,980

Transportation

- Tree Trimming

Water

- Reservoir bank loan interest – \$56,533

Sewer

- Prof Services includes legal for lagoon issues

Garbage/Recycling

DEVELOPMENT & DISASTER SERVICES BUDGET 2013

	2013 ANNUAL BUDGET		2012 Budget		2012 Actual	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
Disaster Services	0	3,500	0	4,250	0	503
Development Control	52,400	99,719	36,600	147,314	39,813	85,334
Economic Development	20,600	82,985	14,000	47,573	20,895	24,779
Total	73,000	186,204	50,600	199,137	60,708	110,616

Disaster Services

- Includes costs for FCSS and Council training

Development Control

- No major changes from 2012 Budget

Economic Development

- Includes Business Licenses
- Includes Beatty House Tourism Booth – adjustment of \$1600 due to cancellation of STEP

RECREATION / COMM CENTRE BUDGET 2013

RECREATION & COMM. CENTRE	2013 ANNUAL BUDGET		2012 Budget		2012 Actual	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
Cemetery	35,900	50,346	11,350	17,633	17,176	22,533
RV Park	24,400	16,400	79,950	61,756	75,263	44,045
Recreation Office	183,200	97,565	146,850	105,361	164,929	65,854
Pool	135,250	258,821	35,950	152,416	48,602	191,988
Parks	0	110,574	0	46,200	3500	47,729
Racquetball	22,000	12,750	21,000	10,950	21,019	10,445
Arena	94,925	261,003	93,925	243,028	88,996	273,261
Out of School Care	0	0	10,000	10,921	11,096	13,679
Programming	24,500	44,313	34,700	111,840	24,563	63,972
Comm. Centre	38,800	200,688	39,250	235,142	41,288	242,264
Total	558,975	1,052,460	472,975	995,247	496,432	975,770

Cemetery

- Mount Auburn Cemetery upgrade project \$24,000

RV Park

- Lions 5 year contract to operate

Recreation Office

- Recreation Master Plan \$19,370
- 1/3 share of advertising – \$5,000
Increased County Contribution to \$183,200

Pool

- Pool debenture interest of \$32,612
- Lions Funding \$81,000

Parks

-

Racquetball/Fitness

-

Arena

-

Programming

-

Community Centre

-

LIBRARY BUDGET 2013

	2013 ANNUAL BUDGET		2012 Budget		2012 Actual	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
Library	12,463	118,425	11,000	111,940	13,401	115,115
Total	12,463	118,425	11,000	111,940	13,401	115,115

Library

- Grant \$86,000
- Revenues include reimbursement on insurance and janitorial expenses.(1/2 year)
- Payment to Parkland Regional Library is \$17,312

TOWN FUNDED ORGANIZATIONS BUDGET 2013

	2013 ANNUAL BUDGET		2012 Budget		2012 Actual	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
Museum	0	108,112	0	80,600	13,528	72,341
Helping Hands	0	3,650	0	0	0	6,258
Curling Club	500	14,000	0	0	500	9,356
Total	500	125,762		80,600	13,758	87,955

Museum

- Expenses include Operating Grant - \$37,500 and \$42,600 for Utilities, Insurance and Goods. Does not include additional request for \$10,000 increase.

Helping Hands

- Expense includes the utilities for the use of the Scout Hall

Curling Club

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	7.7	Confidential	Yes	No	XX
Topic	Community Gardens				
Originated by	Tony Goode		Title	CAO	

BACKGROUND:

The Town of Rimbey has a Community Garden located at 4938 50th street. Ground was broke last fall for another Community Garden located at 100 Eastview Crescent

Documentation Attached:	Yes	No
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DISCUSSION:

Mr. Dave Karroll has submitted to Administration a letter and a list of individuals who are opposed to the new Community Garden located at 100 Eastview Crescent.

RECOMMENDED ACTION:

Administration recommends that Council needs to decide whether to proceed with the Community Garden at this location.

CAO



DISTRIBUTION:	Council:	Admin:	Press:	Other:
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March 16, 2013

Town of Rimbey
Mayor and council.

Regarding the proposed Town Garden in Eastview.
Not in our front yard!!

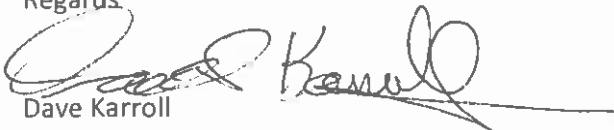
I am including a letter that I personally took around Eastview Crescent and down 45th street, it was signed by over 95% of the residents of Eastview crescent and 45th Street. The letter is quite clear that we are against this garden plot and want a written rely from administration on the towns intentions.

The arrogance of your council continues to show you are totally disconnected from the citizens of Rimbey. Councillor Rondeel is quoted in the paper as saying this is the location she has picked out, also she has told people she had consulted on this project. None of the residents of Eastview and 45th st. who signed the attached letter were consulted with. Who did she consult with? What she didn't tell the press was that she went ahead on her own, and has already ripped up the grass and hauled in dirt. Who authorized the use of town equipment last fall to work up this plot of ground, using the grader, backhoe and town truck to haul in dirt?

If councillor Rondeel wants to create a town garden we are suggesting alternate sites. Also she could accept responsibility for the current town garden, south of Wilson's funeral home that is an eye sore weed patch with tacky structures on the property and upgrade it. Let her plant her trees there, and take her committee there first and make that project an appropriate viable site.

Once councillor Rondeel is voted out of office this fall, we won't see hide nor hair of her providing public service, precisely like the same amount she provided before she was elected. Nothing...

Regards



Dave Karroll
Box 997 Rimbey

Opposition to the proposed Town garden (future weed patch) in Eastview Cres.

We the taxpayers and residents around Eastview Crescent and along 45th St. Are upset about the proposed location of the new town garden.

None of us were consulted about this project and there is majority support for rejecting the garden and we request that it be seeded back to grass.

The other town garden to the south of Wilson funeral home is a continual eye sore weed patch. In talking with the neighbours of the garden they stated it was only partially used and the unused portion was a mess. You can still find standing corn stalks and ragged raspberry bushes.

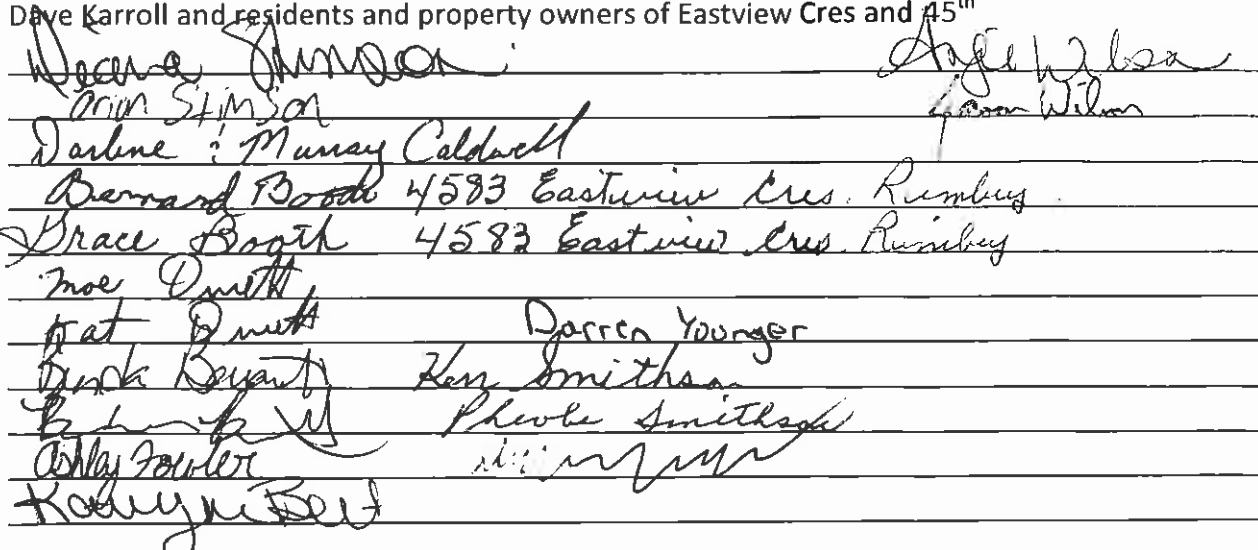
This is our front yard and it will not only affect our enjoyment of the natural space it will deteriorate our property values. When youths and vandal raid this garden, its produce will be thrown in our yards. You add to that the abundance of stray cats and occasional dog that will be using it for a crap zone, it is not acceptable.

Even if councillor Gayle Rondeel wanted to guarantee that she would be personally responsible for weeding and maintain this project, we demand it be returned to its natural state.

Find another location, like on the green space in front of the mayors house, or approach the Ag society. Their focus is agriculture, and users might find some usable manure there, unlike the hubris that is flowing from town council. There is also the green space north of the Christian school, it is in an industrial area and won't offend anyone.

Rest assured that if it isn't seeded back to grass, we will have an Eastview community party while we rent a roto-tiller and get some grass seed and do it ourselves.

Dave Karroll and residents and property owners of Eastview Cres and 45th



 Dawn Stinson

 Darlene : Murray Caldwell

 Bernard Booth 4583 Eastview Cres. Rimbey

 Grace Booth 4583 Eastview Cres Rimbey

 Moe Dineff

 Pat Dineff

 Dick Bryant

 Bob [unclear]

 Kelly Fowler

 Robyn Bell

 Darren Younger

 Ken Smithson

 Phebe Smithson

 [unclear]

 [unclear]

 [unclear]

Opposition to the proposed Town garden (future weed patch) in Eastview Cres.

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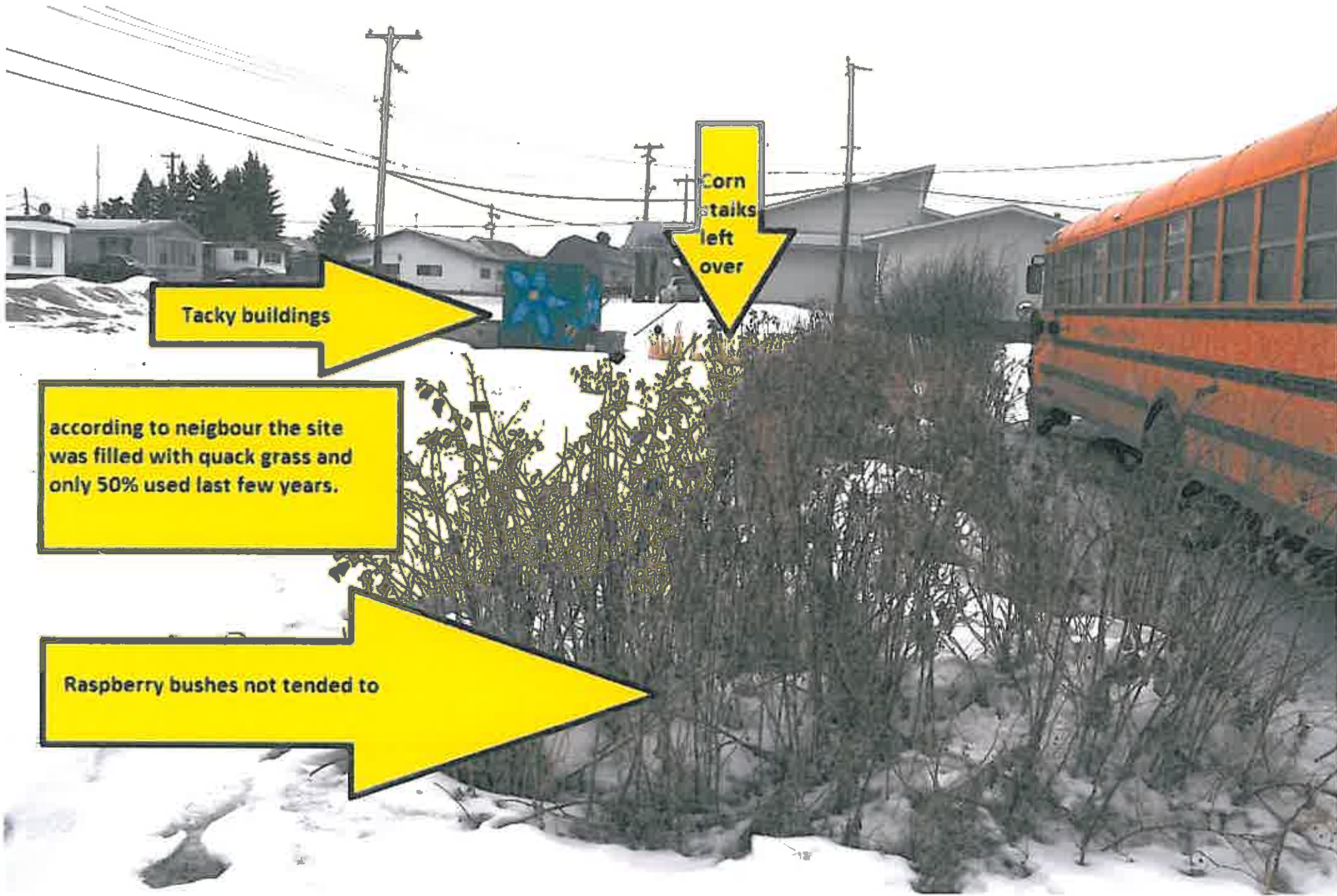
Even if councillor Gayle Rondeel wanted to guarantee that she would be personally responsible for weeding and maintain this project, we demand it be returned to its natural state.

Find another location, like on the green space in front of the mayors house, or approach the Ag society. Their focus is agriculture, and users might find some usable manure there, unlike the hubris that is flowing from town council. There is also the green space north of the Christian school, it is in an industrial area and won't offend anyone.

Rest assured that if it isn't seeded back to grass, we will have an Eastview community party while we rent a roto-tiller and get some grass seed and do it ourselves.

Dave Karroll and residents and property owners of Eastview Cres and 45th

<i>Dave Karroll</i>	<i>Dave Karroll</i>
<i>Alan Chik</i>	<i>Sandy Curtis</i>
<i>M. Howard</i>	<i>Andrea Hoffman</i>
<i>Janet Strone</i>	<i>Don Williams</i>
<i>Fred Krossa</i>	<i>Shirley & Bob Schwartz</i>
<i>Lyndy Miesinger</i>	<i>Laphane Hayward</i>
<i>L. Meisinger</i>	<i>Kevin Josch</i>
<i>Eileen Krogh</i>	<i>William Morrison</i>
<i>J. Frank</i>	<i>Terri Campbell</i>
<i>Ken Cooke</i>	<i>Don Stur</i>
<i>Nancy Curtis</i>	<i>Ernie Chentz</i>
<i>Tim Wylie</i>	



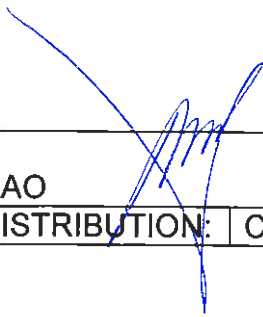
Tacky buildings

Corn stalks left over

according to neighbour the site was filled with quack grass and only 50% used last few years.

Raspberry bushes not tended to

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	7.8	Confidential	Yes	No	XX
Topic	Letter of Resignation				
Originated by	Tony Goode		Title	CAO	
BACKGROUND:					
Administration has received a letter of resignation from the Director of Community Services, Rick Kreklewich.					
Documentation Attached:		Yes	No	XX	
DISCUSSION:					
RECOMMENDED ACTION:					
Administration recommends that Council accept, with regrets, the letter of resignation from the Director of Community Services, Rick Kreklewich.					
CAO					
DISTRIBUTION:	Council:	Admin:	Press:	Other:	

TOWN OF RIMBEY AGENDA ITEM

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	8.1.1	Confidential	Yes	No	XX
Topic	Finance Reports				
Originated by				Title	Director of Finance

BACKGROUND:

Each month the Director of Finance prepares the following reports:
 Accounts Payable Cheque Listing
 Council Expenses

Documentation Attached:	Yes	XX	No
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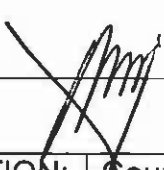
DISCUSSION:

Attached are the Accounts Payable Cheque Listing for the period ending March 15, 2013 and Council Expenses to March 15, 2013.

RECOMMENDED ACTION:

Administration recommends that Council accept the Accounts Payable Cheque Listing for the period ending March 15, 2013, as presented.

Administration recommends that Council accept the Council Expenses to March 15, 2013 as presented.

CAO 				
DISTRIBUTION:	Council:	Admin:	Press:	Other:

Town of Rimbey 2013
Accounts Payable Cheque List
From: 02-Mar-2013 To: 15-Mar-2013

Vendor Name	Purpose	Cheque	Date	Amount
Telus Communications	Feb 10/13 Invoice	PAW 3264	05-Mar-2013	\$2465.79
Telus Mobility Inc.	Feb 6/13 Invoice(Feb 7 - Mar 6)	PAW 3265	05-Mar-2013	\$200.96
Telus Communications	Feb 10/13 Invoice(Feb 10 - Mar 9)	PAW 3267	05-Mar-2013	\$69.89
Telus Communications	Feb 10/13 Invoice (Feb 10 - Mar 9)	PAW 3268	05-Mar-2013	\$52.02
Direct Energy Regulated	Feb 14/13 Invoice(Jan/13 Charges)	PAW 3269	05-Mar-2013	\$156.92
Telus Mobility Inc.	Feb 11/13 Invoice	PAW 3270	11-Mar-2013	\$25.67
TransAlta Energy Marketing	Feb 11/13 Invoice	PAW 3271	13-Mar-2013	\$62381.77
Uniserve Communications	Webhosting Mar 12- Apr 11,2013	3272	12-Mar-2013	\$20.99
Superior Safety Codes Inc.	Permit (Rondeel)	33911	05-Mar-2013	\$84.50
Accu-Flo Meter Service Ltd.	Metre	33912	15-Mar-2013	\$352.80
Alsco	Supplies & Linens	33913	15-Mar-2013	\$1528.22
Animal Control Services	Feb 2013 Animal Control Services	33914	15-Mar-2013	\$907.20
Black Press Group Ltd.	Feb/2013 Monthly Ads	33915	15-Mar-2013	\$1479.44
Cal-Gas Inc	Propane	33916	15-Mar-2013	\$672.72
Canadian Pacific Railway	Flasher Contract Feb/2013	33917	15-Mar-2013	\$257.43
Cast-A-Waste Inc.	Feb 2013 Recycling & Garbage Collection	33918	15-Mar-2013	\$9523.50
City Of Red Deer	Feb/13 North Water Analysis	33919	15-Mar-2013	\$873.28
Communications Group Red	Pager with charger	33920	15-Mar-2013	\$942.27
Direct Energy Regulated	Gas - Curling club	33921	15-Mar-2013	\$744.39
Donaldson, Lori	Lori Donaldson Refund	33922	15-Mar-2013	\$250.00
EckRim Agencies Ltd.	Transfer Vehicle Registration	33923	15-Mar-2013	\$22.45
Grand Diamond Enterprises	Development Damage Deposit Refund	33924	15-Mar-2013	\$2500.00
Hach Sales & Services Canada	Service & Repair	33925	15-Mar-2013	\$168.00
Hillis, Lori	Mileage: Workshop in Penhold	33926	15-Mar-2013	\$76.00
Imperial Esso Service (1971)	Propane	33927	15-Mar-2013	\$222.00
Ingenious Software	Fire Pro Serv Contract Nov 1,2012 - Oct	33928	15-Mar-2013	\$586.53
JT Glass	Door & Window Repair	33929	15-Mar-2013	\$1388.10
Jubilee Insurance Agencies	2013 Aviation General Liability & Admin Fee	33930	15-Mar-2013	\$1802.50
Konica Minolta Business	Copy Charges Jan 31- Feb 27	33931	15-Mar-2013	\$410.60
Kreklewich, Rick	Mileage: Workshop in Penhold	33932	15-Mar-2013	\$76.00
Lacombe Sign Masters	Signs	33933	15-Mar-2013	\$496.65
Littke, Juanita	Feb 16 - Mar 15 Janitorial	33934	15-Mar-2013	\$367.50
Longhurst Consulting	Mar 2013 Service Contract	33935	15-Mar-2013	\$1575.00
Marshall, Joanne	Coffee/ Tea	33936	15-Mar-2013	\$25.00
Meridian Maverick	Parts	33937	15-Mar-2013	\$139.65
Michael's Studio	Retouch Photos	33938	15-Mar-2013	\$210.00
MLA Benefits Inc.	March 2013 Health Spending Account	33939	15-Mar-2013	\$853.56
Municipal Property Consultants	March 2013 (2648.25)	33940	15-Mar-2013	\$2948.48
NAPA Auto Parts - Rimbey	Belt	33941	15-Mar-2013	\$31.49
Nikirk Bros. Contracting Ltd.	Bin Rent And Bin Dumps Feb/2013	33942	15-Mar-2013	\$559.12
Ponoka County	Maps	33943	15-Mar-2013	\$245.00
Purolator Courier Ltd.	Accu flo freight	33944	15-Mar-2013	\$33.40
Recycling Council Of Alberta	Membership Renewal Mar 2013- Feb 2014	33945	15-Mar-2013	\$126.00
Rimbey Builders Supply Centre	Supplies	33946	15-Mar-2013	\$320.81
Rimbey Co-op Association	Batteries	33947	15-Mar-2013	\$2227.90
Rimbey Home Hardware	Bags	33948	15-Mar-2013	\$395.43
Rimbey Janitorial Supplies	Janitorial Supplies	33949	15-Mar-2013	\$1969.80
Rimbey Transport Ltd.	Freight	33950	15-Mar-2013	\$102.53

Town of Rimbey 2013
Accounts Payable Cheque List
From: 02-Mar-2013 To: 15-Mar-2013

Vendor Name	Purpose	Cheque	Date	Amount
Rocky Mountain Phoenix	Coveralls	33951	15-Mar-2013	\$987.55
Stationery Stories & Sounds	Stamp & Printer Cartridges	33952	15-Mar-2013	\$1090.72
Superior Safety Codes Inc.	Closed Permits for January 2013	33953	15-Mar-2013	\$3699.76
THIS & THAT	Arena Blade	33954	15-Mar-2013	\$147.00
Town of Eckville	2013 Membership Fee	33955	15-Mar-2013	\$100.00
Town Of Rimbey	Feb Util	33956	15-Mar-2013	\$1810.43
United Farmers Of Alberta	Fuel	33957	15-Mar-2013	\$422.67
Weldco	Helium	33958	15-Mar-2013	\$11.50
			56 cheques for	111138.89

Town of Rimbey 2013
Accounts Payable Cheque List
From: 01-Mar-2013 To: 15-Mar-2013

Vendor Name	Purpose	Cheque	Date	Amount
Telus Mobility Inc.	Feb 6/13 Invoice	PAW 3266	01-Mar-2013	\$25.67
			1 cheques for	25.67



Town of Rimbey

Mayor & Councillor Fees

Name: Sheldon Ibbotson

Month Ending: March 15, 2013

Meeting Honorariums:

Date	Particulars	Hours	Amount	Kilometers
Feb 21	Brownlee Law Seminar	8 hrs	30.96	

Total Honorarium: 247.68

Expenses (attach receipts):

	Total
Mileage: _____ Kilometers @ \$0.50	_____
Meals: _____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Hotels: _____	_____
Other: _____	_____
_____	_____
Total Expenses:	_____
Total Honorarium & Expenses:	_____

Signature: _____

Mayor Approval: S Ibbotson



Town of Rimbey

Mayor & Councillor Fees

Name: Scott Ellis

Month Ending: March 15, 2013

Meeting Honorariums:

Date	Particulars	Hours	Amount	Kilometers
02/21	BROWNLEE EMERGING TRENDS	8:30-16:30	8 hrs	

Total Honorarium: 247.68

Expenses (attach receipts):

Mileage: 298 Kilometers @ \$0.50 Total 149.00

Meals: _____ 0.00

Vendor: #11365

2 - 11 - 211 141.90

GST 7.00

Hotels: _____

Other: _____

Total Expenses: ~~396.68~~ 149.00

Total Honorarium & Expenses: 396.68

Signature: *Scott Ellis*

Mayor Approval: SD



Town of Rimbey

Mayor & Councillor Fees

Name: Jack Webb

Month Ending: mar 15 2013

Meeting Honorariums:

Date	Particulars	Meeting # of Hrs.	Amount	No. of Kms.
Feb 21	Browleez Lane Seminar	10 hrs		296 kms

Total Honorariums: _____

Expenses:

Mileage: 296 kms Kilometers @ 50. Total \$ 148.00.

Meals: _____

Vendor: 11053

2-11-211 140.95

GST 7.05


Hotels: _____ 148.00.

Other: _____

Total Expenses: _____

Signature: [Handwritten Signature] SR

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	8.2.1	Confidential	Yes	No	XX
Topic	Beatty Heritage House Society Minutes				
Originated by	Tony Goode		Title	CAO	
BACKGROUND:					
The Beatty Heritage House Society held their board meeting on March 4, 2013.					
Documentation Attached:	Yes	XX	No		
DISCUSSION:					
Attached is a copy of the Beatty Heritage House Society Meeting Minutes from March 4, 2013.					
RECOMMENDED ACTION:					
Administration recommends that Council accept the Beatty Heritage House Society Meeting Minutes of March 4, 2013 as presented.					
CAO					
DISTRIBUTION:	Council:	Admin:	Press:	Other:	

Beatty Heritage House Society

Twelfth Annual Meeting

Monday, March 4, 2013

The Meeting was called to order at 8:10 PM by Chairperson Teri Ormberg.

Those present were: Teri Ormberg Annette Boorman Judy Larmour
Fred Schutz Ed Grumbach Sannie McCrady
Florence Stemo Karen Kirk Murray Ormberg

Jackie Anderson

We were pleased to welcome Mayor Ibbotson who brought greetings from the Town Council. He described the Beatty House as a "feature of the town"; and thanked the Society for our presence and work in the community.

Moved by Annette, seconded by Judy that Teri chair the Annual Meeting. Carried.

The Minutes of the 2012 Annual Meeting were read by Florence. Adopted as read by Fred, seconded by Karen. Carried.

Teri gave the Chairperson's Annual Report in which she recapped the activities of the past year; and thanked those groups and individuals who had helped the Society financially and otherwise during 2012. Moved by Teri, seconded by Ed that her report be accepted as read. Carried.

Jackie gave the Financial Report which had been audited by Donna Pecharsky and Anne Scarlett. Balance as of December 31, 2012 was \$13,779.31. In her presentation of the Budget for 2013 Jackie expressed thanks to the Town of Rimbey for its financial support; and in particular for promised support to pay our summer employee, should the STEP Program not be available. Jackie moved the adoption of the Annual Report and the Budget. Seconded by Fred. Carried.

It was moved by Murray, seconded by Karen that the current slate of Officers and Directors continue to serve for the coming year. Carried.

Chair:	Teri Ormberg	Directors:	
Vice-Chair:	Fred Schutz	Annette Boorman	AudreyAnn Bresnahan
Secretary:	Florence Stemo	Ed Grumbach	Karen Kirk
Treasurer:	Jackie Anderson	Judy Larmour	Sannie McCrady
		Murray Ormberg	

Moved by Jackie seconded by Florence that the membership fee be \$10.00. Carried. Annette moved Sannie seconded meetings be on the first Mon. each month. Carried. Meeting was adjourned by Ed at 8:40 PM.

Florence Stemo - Secretary

The meeting was called to order at 8:45 PM by Chairperson Teri Ormberg.

In attendance: Teri Ormberg
Florence Stemo

Fred Schutz
Jackie Anderson

Annette Boorman
Karen Kirk
Murray Ormberg

Ed Grumbach
Judy Larmour
Sannie McCrady

MINUTES of previous meeting (January 7, 2013) read by Florence. Adopted as read by Fred; seconded by Sannie. Carried.

CORRESPONDENCE: Invitation to Volunteers' Supper in April. It was decided that each member who attends should make a donation to *the Volunteer Week* ^{to} offset costs.

TREASURER'S REPORT: Jackie had presented the Financial Statement at our Annual Meeting a half-hour earlier and said there was little change since Dec.31, 2012. Our balance is around \$14,000. Jackie moved the adoption of her report. Seconded by Karen. Carried.

OLD BUSINESS: Lock for bathroom door and a china cabinet for the House are being researched.

A Revised Collection Management Policy, drawn up by Judy and reviewed by a committee of four, was presented and explained by Judy. Moved by Florence, seconded by Murray that we adopt said Policy. Carried.

Fred's fir tree will be replaced by another fir tree from Fred's farm in May.

A map drawn to scale of donated trees (7 in number) will be made when the snow is gone.

Applications for assistance in the hiring of students to fill two positions at the Tourist Info Centre (summer location at the Beatty House) have been made by Jackie to the STEP Program and to Canada Summer Jobs.

Thanks to Darryl Hunt for his help in taking down the Christmas Lights. Murray will look into getting the broken spotlight repaired or replaced.

NEW BUSINESS: It has been noted that the fungal disease, black knot, is attacking our young Mayday tree. We might have to remove the entire tree. We will watch it closely.

Moved by Jackie, seconded by Murray, that we install a battery-operated fire detector on each floor. Carried. Murray will see to this.

Ad for two summer employees will be put in the Rimbey Review (Mar12 & 19).


NEXT MEETING: April 1, 2013.

ADJOURNMENT: By Ed at 9:45PM.

Thanks to Teri and Murray for coffee and chocolate cake.

Florence Stemo - Secretary

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	8.2.2	Confidential	Yes	No	XX
Topic	FCSS/RCHHS Meeting Minutes February 13, 2013				
Originated by	Tony Goode		Title	CAO	
BACKGROUND:					
The FCSS/RCHHS held their board meeting on February 13, 2013.					
Documentation Attached:	Yes XX			No	
DISCUSSION:					
Attached is a copy of the FCSS/RCHHS Minutes from February 13, 2013.					
RECOMMENDED ACTION:					
Administration recommends that Council accept the FCSS/RCHHS Meeting Minutes of February 13, 2013 as presented.					
					
CAO					
DISTRIBUTION:	Council:	Admin:	Press:	Other:	

**Family and Community Support Services (FCSS)
Rimbey Community Home Help Services (RCHHS)
BOARD MEETING MINUTES
February 13, 2013
9:30 a.m. Rimbey Provincial Building**

Present:

Nancy Teeuwsen-Hartford, Chairperson
Irene Steeves, Vice Chairperson
Viola Schneider, Board Member
Pat Weeks, Board Member
Paul McLauchlin, Board Member
MaryAnn Josephison, Board Member
Bill Coulthard, Board Member
Scott Ellis, Board Member
Peggy Makofka, Executive Director
Christine Simpson, Recording Secretary

Regrets:

1. CALL TO ORDER

The Meeting was called to Order by: Nancy Teeuwsen- Hartford, Chairperson at 9:30 a.m.

2. APPROVAL OF AGENDA

13-02-01 MOTION: By: S. Ellis: That the agenda is adopted with the following additions:

- 5.1 Ponoka FCSS meeting
- 5.2 Rural Way workshop results
- 10.8 2013 Minister's Senior Service Award
- 10.9 West Central FCSSAA Spring Meeting

CARRIED.

3. PREVIOUS MEETING MINUTES –January 9, 2013

13-02-02 MOTION: By: V. Schneider: That the Minutes of the January 2013 meeting be adopted as corrected:

- 7.12 Replace I. Steeves making this motion with P. McLauchlin

CARRIED.

4. BUSINESS ARISING FROM THE MINUTES

5. OLD BUSINESS

- 5.1 Ponoka FCSS meeting to be held on April 11, 2013 at 5:30 p.m.
- 5.2 Rural Way Workshop results

6. FINANCE

- 6.1 February 9, 2013 Finance Committee Meeting Minutes/Highlights

13-02-03 MOTION: By: I. Steeves: That the Minutes of the January 9, 2013 Finance Committee Meeting be accepted as information.

CARRIED

7. WRITTEN REPORTS
- 7.1 Home Support/Personal Care
 - 7.2 Palliative Care
 - 7.3 Medical Alert
 - 7.4 Compass Program
 - 7.5 Education Coordinator
 - 7.6 Seniors Information & Referral Centre
 - 7.7 Food Bank
 - 7.8 Volunteer Services

13-02-04 MOTION: By: B. Coulthard: To send K. Winters to the Volunteer Canada 10 steps to Screening in Calgary on February 20, 2013 at the expense of the agency. Seconded by: S. Ellis

CARRIED.

- 7.9 Adult Day Support
- 7.10 Community Kitchen
- 7.11 Internet Technology
- 7.12 Rimbey Parent Link Centre
- 7.13 Healthy Families/Babies First

13-02-05 MOTION: By: B. Coulthard: To send S. Winter to the Tooling up for Learning and Productivity symposium on February 19, 2013 at the expense of the agency. Seconded by: S. Ellis

CARRIED.

- 7.14 Rainbows
- 7.15 Family Resource Library
- 7.16 New Horizon's- Elder Abuse Awareness
- 7.17 Volunteer Income Tax
- 7.18 Volunteer Visitor
- 7.19 Meals on Wheels

13-02-06 MOTION: By: S. Ellis: That the Agency pursue alternate solutions to continue this program with the current and future growth.

CARRIED.

- 7.20 Office Manager/Quality Control

13-02-07 MOTION: By: I. Steeves: That the Written Reports be accepted as information.

CARRIED

8. POLICY/RISK MANAGEMENT COMMITTEE
No report

9. DIRECTOR'S REPORT
- 9.1 Blindman Youth Action Society- strategic plan
 - 9.2 AHS Bath & shower Safe Procedures
 - 9.3 ACCA Home care Meeting
 - 9.4 Community Wellness update
 - 9.5 HCA appreciation luncheon

13-02-08 MOTION: By: P. Weeks: That the Director's Report be accepted as information.

CARRIED

10. NEW BUSINESS

10.1 Alberta Health Services- contract increase & extension

13-02-09 MOTION: By: V. Schneider: That P. Makofka accepts and sign the agreement on behalf of the Agency. Seconded by: P. Weeks

CARRIED.

10.2 Rimbey Expo 2013

13-02-10 MOTION: By: M. Josephison: That the Agency rent two nonprofit stalls for the Rimbey Expo 2013, at \$60.00 each and pay staff to man the booths. Seconded by: V. Schneider

CARRIED.

10.3 Big Brothers & Big Sisters fundraiser

13-02-11 MOTION: By: P. Weeks: That the Agency sponsor a lane at the Big Brothers Big Sisters Bowl a thon. Seconded by: B. Coulthard

CARRIED.

10.4 Food Banks Canada- Better Meals application

13-02-12 MOTION: By: P. Weeks: That P. Makofka accepts and signs the agreement on behalf of the Agency for the Better Meals program. Seconded by: S. Ellis

CARRIED

10.5 Rimbey Women's Conference

13-02-13 MOTION: By: P. Weeks: That the Agency reimburses the one registration cost to the one Board member attending the conference. Seconded by: B. Coulthard

CARRIED

10.6 Mental Health First Aid

13-02-14 MOTION: By: V. Schneider: That the Agency sponsors the workshop for \$500.00. Seconded by: B. Coulthard

CARRIED.

10.7 Charity Golf Tournament Committee Meeting scheduled for March 13, 2013, FCSS/RCHHS Board changed the date of the Charity Golf Tournament to August 15, 2013.

10.8 2013 Minister's Senior Service Awards

13-02-15 MOTION: By: P. McLaughlin: That the Agency stand as a nominee for this award.

CARRIED.

10.9 West Central FCSSAA Spring Meeting

13-02-16 MOTION: By: V. Schneider: That as many Board members that wish to attend the West Central FCSSAA Spring Meeting do so at the expense of the Agency. Seconded by: M. Josephison

CARRIED.

11. CORRESPONDENCE

11.1 ACCA Caring Now- magazine

11.2 January Payroll Memo

11.3 Verbal report Rimoka-P. McLaughlin

12. NEXT MEETING DATE – March 13, 2013 10:00 a.m. lunch will be served immediately following the AGM and Board meeting. Executive Director's annual performance review will be conducted after lunch by the members of the FCSS/RCHHS Board.

13. ADJOURNMENT

13-02-17 MOTION: By: N. Teeuwsen-Hartford: That the Meeting adjourns at 10:50 a. m.

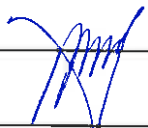
CARRIED.

14. BOARD SHARING TIME

N. Teeuwsen-Hartford, Chairperson

C. Simpson, Recording Secretary

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	March 25, 2013		
Agenda Item No.	8.2.3	Confidential	Yes	No	XX
Topic	Rimbey Historical Society Minutes January 15, 2013				
Originated by	Tony Goode		Title	CAO	
BACKGROUND:					
The Rimbey Historical Society held their board meeting on January 15, 2013.					
Documentation Attached:		Yes	XX	No	
DISCUSSION:					
Attached is a copy of the Rimbey Historical Society Minutes from January 15, 2013.					
RECOMMENDED ACTION:					
Administration recommends that Council accept the Rimbey Historical Society Meeting Minutes of January 15, 2013 as presented.					
CAO					
DISTRIBUTION:	Council:	Admin:	Press:	Other:	

Rimbey Historical Society
Meeting Minutes of January 15, 2013

- Present:** P. Hansen, J. Salomons, B. Oldfield, B. Birtsch, L. Varty, D. McFadyen, J. Webb, H. Kenney, C. Jones & J. Anglin
- Order:** Harold Kenney called the meeting to order at 7:37 p.m.
- Agenda:** Moved by Larry Varty and seconded by Don McFadyen to approve the agenda as presented. CARRIED
- Minutes:** Moved by Jack Webb & seconded by John Salomons to approve the minutes of the November 20, 2012 meeting. CARRIED
- Old Business:** The Strategic Planning committee will be made up of Harold Kenney, Pauline Hansen, Cheryl Jones, Larry Varty plus one more board member. Request for members will be made at the AGM on February 19, 2013.

Committee Reports

- President:** Harold Kenney reported that things are going well. We have a problem with the rental unit as they are behind in the rent. A new rental contract is needed.
- Treasurer:** The treasurer's report for December, 2012 was presented. Pauline Hansen discussed the proposed 2013 budget & grants.
- Moved by Pauline Hansen and seconded by Jack Webb to approve the Treasurer's Report. CARRIED
- Grants:** No Report
- Park Admin.** Cheryl Jones gave her Park Administrator's report.
- Farmer's Market** No Report.
- Gaming** No Report
- Restoration & Trucks:** Barney Oldfield & John Salomons reported that they finished the Fordson tractor, finished the 8 HP engine, started on 2 1926 IHC 1 ton trucks, started on a 1930 JD tractor and they have a baby crib that was used in the old 3 Way Hospital years ago.
- Buildings & Yard:** Don McFadyen reported that the medical museum is being finished and there is a leak in the white museum.

Page 2.

Park Events: Larry Varty reported that John Salomons is donating a new cooler for the kitchen. He also stated that we need to figure out a date to hold the Show & Shine next year.

**Volunteer
& Recruitment** Don McFadyen asked that current executives leave their names stand.


Town Rep. Jack reported that the Town hasn't had their budget meeting yet but will push for more funds.

New Business: Joe Anglin talked about Provincial budget & grants.

Next Meeting: AGM February 19, 2013

Adjournment: Moved by Don McFadyen to adjourn the meeting at 8:35 p.m.

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council Meeting	Meeting Date	March 25, 2013		
Agenda Item No.	8.3.	Confidential	Yes	No	XX
Topic	Council Reports				
Originated by	Tony Goode		Title	CAO	
BACKGROUND:					
The Mayor and Councillors provide reports on their activities.					
Documentation Attached:					
Yes			XX		No
DISCUSSION:					
Attached are the following reports:					
8.3.1 Mayor's Report					
8.3.2 Councillor Ellis's Report					
8.3.3 Councillor Payton's Report					
8.3.4 Councillor Rondeel's Report					
8.3.5 Councillor Webb's Report					
RECOMMENDED ACTION:					
Administration recommends to accept Council reports as presented.					
					
CAO					
DISTRIBUTION:	Council:	Admin:	Press:	Other:	

Mayors Report March 21

February 22. Coffee with Council. Seven people attended. Library expansion and trails. Rimoka facility, Meals on wheels and trails were topics of discussion.

February 28. Met with Beatty House Treasurer and Town Staff to discuss tourism services for the upcoming season. At this time the STEP grants appear to have been terminated. A final decision is expected when the budget is brought down on March 7th.

February 26th. Attended the annual general meeting of the Chamber of Commerce and swore in Jackie Stratton (President) and Stan (Vice President).

February 26th. Attended Todd Hirsch's talk on the economy. He is the Senior Economist for the ATB.

February 28. Met with Chair of FCSS Board.

March 28. Signed cheques.

March 1. Did an interview with Sunny 94 about development permits in Rimbey.

March 1. Went to Recycle facility and discussed how recycle is processed and shipped.

March 1. Coffee with Council.

March 4. Attended the AGM for the Beatty House. The Society is financially healthy. One concern raised was the apparent termination of the STEP grant. The intention is to maintain the hours of the Beatty House during the summer season and to continue to act as a tourist information centre. Teresa Ormberg was reelected President.

March 8. Attended a conference call with Ministers Griffiths and McIvor to hear details about the provincial budget. Points made include

- MSI is frozen at the current level of 896 million. This is about \$17,000.00 less this year.
- Starting this year property taxes are going to pay for 32% of education funding.
- Library funding has been maintained at existing levels.
- Funded transportation projects are listed on the website under three year capital plan. <http://www.transportation.alberta.ca/614.htm>
- A fund of 267 million dollars is available to develop lodge spaces.. Applications for funds are being examined and more information "to be available soon".

March 8. Attended a conference call with Tony, Melissa, Gayle and Ms. Grunberg.

March 14. Met with MS Society representatives.

March 15. Committee of the Whole.

March 15. Budget meeting.

March 15. Interagency meeting.

March 15. Coffee with council.

March 20. Rimoka meeting. Reviewed the annual financial statements.

Councillor Ellis's Report for March

- Thursday, February 21 – Attended the Brownlee Municipal Law Seminar in Edmonton with Councillors Webb, Rondeel, and Mayor Ibbotson.
- Friday, February 22 - Had coffee at the Truck Museum. Discussed the sale of the airport and the library expansion. Rueben Giebelhaus was looking for signatures for his petition to stop the sale of the library.
- Friday, February 22 Coffee with Council at the Library had four visitors attend.
- Wednesday, March 13 FCSS General AGM
- Sunday, March 17, 2013 Big Brother Big Sister's Bowl-A-Thon

Councillor Gayle Rondeel's Report

February 21st- Brown- Lee Emerging Trends

February 22nd- Coffee with council

February 25th- Council Meeting

March 1st- met with Cast-a-waste at Recycle Depot(Melissa, Sheldon)

March 1st- coffee with council

March 4th-Rec. Board Meeting

March 11th- Council Meeting

March 13th- Chamber of Commerce- Talked about Keystone (development)

March 13th Conference call with Brown-Lee regarding petition

March 15th- Budget Meeting

March 15th- Inter-agency Meeting

March15th- Coffee with Council

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	March 25 2013		
Agenda Item No.	9.0	Confidential	Yes	No	XX
Topic	Correspondence				
Originated by	Tony Goode			Title	CAO

BACKGROUND:

Documentation Attached:	Yes <input checked="" type="checkbox"/> XX	No
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DISCUSSION:

- 9.1 Multiple Sclerosis Society of Canada
- 9.2 Alberta Municipal Affairs
- 9.3 Rimbey Neighbourhood Place
- 9.4 Rimbey Early Child Development Coalition
- 9.5 Best Western Rimstone Ridge Hotel
- 9.6 WCB – National Day of Mourning, April 28th

RECOMMENDED ACTION:

Administration recommends that Council accept items 9.1, 9.2, 9.3, 9.4 and 9.5 as information.

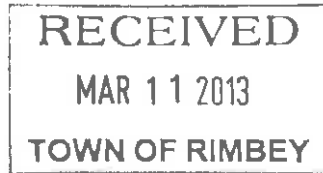
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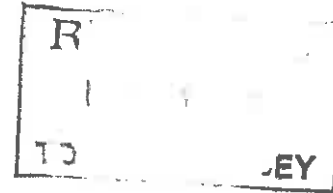
Central Alberta Chapter

#105, 4807 – 50 Ave
Red Deer, AB T4N 4A5
Telephone: (403) 346-0290
FAX: (403) 341-3955
e-mail: info.centralalberta@mssociety.ca
website: www.mssociety.ca/centralalberta



March 5th, 2013

His Worship Mayor Sheldon Ibbotson, Mayor of Rimbey
4938 50th Avenue
PO Box 350
Rimbey, Alberta T0C 2J0



RE: Multiple Sclerosis (MS) Awareness Week

Dear Mr. Mayor,

Did you know:

- Canadians have one of the highest rates of multiple sclerosis in the world.
- MS is the most common neurological disease affecting young adults in Canada.
- Every day, three more people in Canada are diagnosed with MS.
- Women are more than three times as likely to develop MS as men.
- MS can cause loss of balance, impaired speech, extreme fatigue, double vision and paralysis.

The Rimbey members of the MS Society of Canada - Central Alberta Chapter are respectfully requesting your consideration in the declaration of **one week dedicated to the awareness of MS**.

The MS Society of Canada marks the month of May as MS Awareness Month. May also kicks-off several major fundraising events in Central Alberta, including: The MS Carnation Campaign, The Enerflex MS Walk and The Johnson MS Bike Tour. The Rimbey Members of the MS Society are requesting that one week within the final two weeks in April or the first week in May be designated "MS Awareness Week". The Rimbey members believe this will help raise awareness of MS in the community and encourage participation and support for these events.

On Behalf of Colleen Weyman, MS Ambassador for Rimbey, and the local members of the MS Society,

As Per: Lorraine Evans-Cross, Executive Director
MS Society Central Alberta Chapter



May 10 & 11, 2013



May 26, 2013



June 8 & 9, 2013



September 12, 2013

Our Mission: To be a leader in finding a cure for multiple sclerosis and enabling people affected by MS to enhance their quality of life.



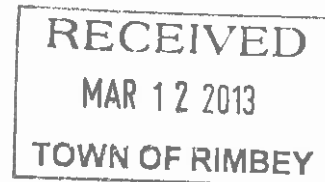
ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister

AR67043

March 4, 2013

His Worship Sheldon Ibbotson
Mayor, Town of Rimbey
PO Box 350
Rimbey, AB T0C 2J0



Dear Mayor Ibbotson: *Sheldon*

Thank you for your letter of February 15, 2013 regarding the status of your funding application for a new seniors' facility in the Town of Rimbey.

My ministry is implementing a Long-term Real Estate Strategy for all social housing, including seniors lodges. This plan is designed to ensure the ongoing delivery of safe, suitable and affordable housing options throughout the province.

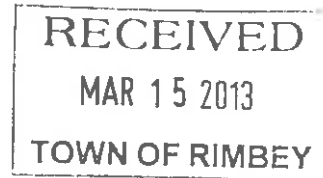
With seniors' lodges being one of the top priorities for the Housing Division, I encourage you to work with the Bethany Group and the division in moving forward with a proposal for a seniors' facility in your community. The Housing Division has plans to consider project proposals after the budget is announced.

If you require additional information, please contact Ms. Annamarie Hamilton, Housing Advisor, toll-free at 310-0000, then 780-427-4092, or by email at Annamarie.Hamilton@gov.ab.ca.

Thank you again for writing.

Sincerely,

Doug Griffiths
Minister



4907 49th Street
PO Box 980
RimbeY, AB T0C 2J0
(403)843-4304 (p)
(403)843-4346 (f)
rimbeynp@telusplanet.net

March 12, 2013

Dear RimbeY Town Council, Councilors of Ponoka County, and the RimbeY Library Board:

RimbeY Neighbourhood Place has been in RimbeY since 2000. Our Board administered program is contracted by Alberta CFSA (Child and Family Services Authority) and among our recent projects is the Early Child Development Mapping Project as well as the Community Wellness Group. (ECMap) is contracted by Alberta Education for a five-year period (until August 31, 2014) to conduct research on Early Childhood Development (ECD) in Alberta and build community coalitions to respond to local needs. The Community Wellness Group's focus is on family violence and bullying prevention. Both of these projects rely and partner with the RimbeY Library and as a whole Neighbourhood Place believes that the library is a very positive community resource.

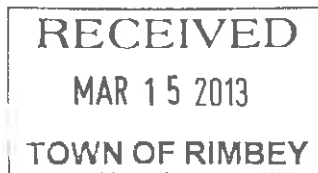
Of course, with vulnerable children and families as the main focus of CFSA funded projects, the library programs that are accessible to all prove to better the community and serve the capacity building that is so sought after. The Library brings community members together in so many different ways, serving all age groups and socio-economic back grounds. The Library provides opportunities that some might not otherwise be able to benefit from. From disadvantaged seniors to vulnerable children, there are learning experiences available to all and the chance for parents to improve their skills and create better futures for themselves and their children.

The recent controversy over the library expansion and its whereabouts seems to also have brought into question the need for library programming. Our concern is NOT with the location and the politics of the library expansion, but rather the questioning of the programs offered by the library. The programs the library offers are unique and of utmost importance to the capacity building of this community. We cannot stress enough the importance of the children's programming in particular in developing a strong and capable next generation. Politics aside, the value the programming the library offers this community cannot be disputed.

Sincerely, Leanne Evans,

Program Coordinator,

on behalf of the RimbeY Neighbourhood Place Board



4907 49th Street
PO Box 980
Rimbey, AB T0C 2J0
(403)843-4304 (p)
(403)843-4346 (f)
rimbeynp@telusplanet.net

March 13, 2013

Dear Councilors of Ponoka County, Rimbey Town Council and the Rimbey Library Board:

The Early Child Development Mapping Project (ECMap) is contracted by Alberta Education for a five-year period (until August 31, 2014) to conduct research on Early Childhood Development (ECD) in Alberta and build community coalitions to respond to local needs. The Initiative provides families, service providers, educators, communities and policy makers with a picture of how young children in Alberta are doing, so that they can work together to support healthy development.

From an economic standpoint, research suggests that starting children off on a firm developmental footing can have a significant economic impact. Providing nurturing environments for all children has the greatest affect. A B.C. task force in 2009 reported that implementing "smart" policies to support families with young children could cut social costs and create economic benefits that would outweigh costs by more than six to one. Taking action in the preschool years is far more effective — and less costly — than addressing problems later in life. U.S. economist and Nobel Prize winner James Heckman calculates that a dollar spent on programs in early childhood is equivalent to spending \$3 on school-aged children and \$8 on education for young adults.

Through the initiative, the Rimbey and Area Early Childhood Development Coalition has been established. One of the coalition's partners in the pursuit of positive Early Child Development is the Rimbey Library. As a small community, we value all programs that are available to families. One of the resources available to families with young children is the library and the programs they provide, which focus on the 5 areas of development. This resource is of great value to the young families in the town of Rimbey and Ponoka County as it addresses the needs of an increasingly competitive society and promotes positive growth of the young people that will become the future of our communities.

Knowing that the validity of library programming has been called into question, we feel compelled to express our support of library programming, all other issues and politics aside, as it is the mandate of the Early Child Coalition to support and educate our communities on the importance of positive developmental experiences for children. This is a valuable resource in our community that we do not wish to see diminished in any way.

Sincerely, The Rimbey and Area Early Child Development Coalition

Best Western Rimstone Ridge Hotel Receives Hotel Chain's Highest Award for Quality



**Rimstone
Ridge Hotel**

Rimby, Alberta October 2012 - The Best Western - Rimstone Ridge Hotel in the Town of Rimby, Alberta has received the Best Western Chairman's Award, for the second time in 2012, the hotel chains highest honor for outstanding quality standards. The Chairman's Award recognizes Best Western International hotels scoring in the top five percent of all 2,400 North American properties in cleanliness and maintenance. Hotels must also meet Best Western's requirements for design and high customer service scores to qualify for the award.

"Receiving the Chairman's Award from Best Western is a tremendous honor" said Director/Owner Stan Cummings. "This award demonstrates the Best Western Rimstone

Ridge Hotel management's commitment to providing quality accommodations for our guests. Our housekeeping and maintenance departments have worked hard to achieve this level of excellence."

Located at 5501 - 50 Ave, the Best Western Rimstone Ridge Hotel features 60 rooms, hot tub, water slide, swimming pool, fitness center; restaurant; conference room and computer room. The parking lot accommodates large truck parking.

Reservations at the Best Western Rimstone Ridge Hotel may be booked through Best Western International's 24 - hour, toll free reservations number, (800) Western, on line at www.bestwestern.com or directly at 403-843-2999.

ABOUT BEST WESTERN INTERNATIONAL

Best Western International is "The World's Biggest Hotel Family," providing marketing, reservations and operational support to 4,200 independently owned and operated member hotels in 80 countries and territories worldwide. Founded in 1946, this iconic brand is host to approximately 400,000 worldwide guests each night.

Rimby
REVIEW
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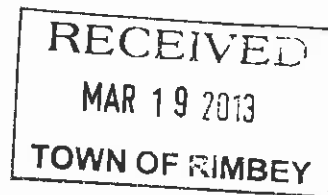
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March 15, 2013



Dear Mayors, Reeves and Councillors:

RE: April 28 - National Day of Mourning

On April 28th, people across Canada stop to remember workers killed, injured or disabled at work.

In 2012, Alberta lost 145 workers to workplace injury or illness.

We all share in this loss, which is why we have developed a poster (enclosed) in recognition of the day. This poster will appear at workplaces, public places and in ceremonies across the province as a remembrance and tribute to the workers killed or injured on the job.

We have also included a small vinyl sticker to provide a tangible reminder to Albertans of the significance of April 28th. If you are interested in distributing them to visitors, we would be happy to provide you with a supply.

We ask that you display the poster and use it in any events marking Day of Mourning.

If you have any questions, need stickers or additional posters, please contact Dina DaSilva, WCB Corporate Communications department at 780-498-8616 or dina.dasilva@wcb.ab.ca.

WCB-Alberta will be lowering its flags to half-mast on April 28th; we invite you to mark this important day by doing the same.

Respectfully,

Marcela Matthew
Director of Corporate Communications,
WCB-Alberta

Encl.



We all share their loss

In 2012, 145 workers died from workplace injury or illness in Alberta. On April 28th, remember them.

Employers and workers can make a difference by working together to keep each other safe every day.

Day of Mourning April 28



In memory of the 145 Alberta workers who died from workplace injury or illness in 2012.

Robert, 69, trauma – **Jack**, 75, trauma – **Thomas**, 86, silicosis – **John**, 69, trauma – **George**, 76, respiratory disease – **Darren**, 52, trauma – **Kenneth**, 62, motor vehicle accident – **Armand**, 58, hydrogen sulfide exposure – **David**, 48, trauma – **Ronald**, 76, asbestosis – **David**, 89, asbestosis – **Robert**, 81, asbestosis – **Albert**, 87, asbestosis – **Rudy**, 72, trauma – **Kinley**, 76, asbestosis – **Jean**, 77, asbestosis – **Edward**, 56, trauma – **Oliver**, 75, asbestosis – **Beverly**, 74, cancer – **Harry**, 75, mesothelioma – **Joseph**, 75, mesothelioma – **Shaun**, 32, cancer – **William**, 79, asbestos pleural disease – **Richard**, 64, cancer – **Murray**, 57, mesothelioma – **Donald**, 59, cancer – **Pierre A.**, 66, cancer – **Arthur**, 76, asbestos pleural disease – **Thomas**, 59, trauma – **Wayne**, 66, cancer – **Alvin**, 73, asbestosis – **Lionel**, 86, asbestosis – **Michael**, 62, mesothelioma – **Simon**, 67, motor vehicle accident – **Robert**, 69, mesothelioma – **Roland**, 78, cancer – **Daniel**, 49, trauma – **John**, 76, mesothelioma – **Peter**, 78, mesothelioma – **Keith**, 66, mesothelioma – **Alcide**, 60, trauma – **Lee**, 58, mesothelioma – **Larry**, 66, heart attack – **John**, 75, mesothelioma – **P.J.**, 19, motor vehicle accident – **Maurice**, 79, asbestosis – **Thomas**, 76, pneumoconiosis – **Alfons**, 83, mesothelioma – **John**, 78, cancer – **Callum**, 52, motor vehicle accident – **Harold**, 53, cancer – **Jeff**, 47, heart disease – **Mia**, 39, trauma – **David**, 62, motor vehicle accident – **Robert**, 28, hydrogen sulfide exposure – **Maurice**, 59, trauma – **Linda**, 49, trauma – **Drago**, 52, motor vehicle accident – **David**, 57, cancer – **Andre**, 36, motor vehicle accident – **Frederick**, 78, trauma – **Douglas**, 51, cancer – **Herbert**, 63, motor vehicle accident – **Charles**, 46, trauma – **Gordon**, 49, trauma – **Jonathon**, 22, motor vehicle accident – **Philip**, 38, trauma – **John**, 73, cancer – **Kenneth**, 70, cancer – **Anthony**, 31, motor vehicle accident – **Nigel**, 29, trauma – **Roger**, 75, asbestosis – **Jan**, 53, trauma – **Gordon**, 47, motor vehicle accident – **Lawrence**, 64, cancer – **Michael**, 57, trauma – **Henry**, 28, motor vehicle accident – **Richard**, 64, trauma – **Stanley**, 81, cancer – **Allan**, 58, trauma – **Robert**, 65, cancer – **Mitchell**, 33, motor vehicle accident – **George**, 79, mesothelioma – **Marcel**, 52, motor vehicle accident – **John**, 61, cancer – **Otto**, 85, mesothelioma – **Matthew**, 28, helicopter crash – **Royale**, 57, motor vehicle accident – **Michael**, 89, asbestos pleural disease – **Daniel**, 62, motor vehicle accident – **Jason**, 29, trauma – **Edward**, 67, cancer – **Bruce**, 29, trauma – **Dianne**, 61, assault – **Douglas**, 54, cancer – **Tyler**, 26, motor vehicle accident – **Albert**, 53, trauma – **Stuart**, 61, motor vehicle accident – **Patrick**, 54, cancer – **Albert**, 82, asbestosis – **Martin**, 21, trauma – **Harry**, 83, mesothelioma – **Arnaud**, 44, helicopter crash – **Brian**, 35, assault – **Michelle**, 26, assault – **Edgardo**, 39, assault – **Wesley**, 56, motor vehicle accident – **Timothy**, 52, trauma – **Bruno**, 48, motor vehicle accident – **Brian**, 48, motor vehicle accident – **Alvin**, 57, trauma – **Blaine**, 23, motor vehicle accident – **Shane**, 35, motor vehicle accident – **Travis**, 27, trauma – **Kenneth**, 78, mesothelioma – **James**, 78, asbestosis – **Rodney**, 62, assault – **Brodie**, 25, motor vehicle accident – **Michael**, 37, plane crash – **Ronald**, 76, heart disease – **John**, 53, motor vehicle accident – **Thomas**, 72, cancer – **Earl**, 38, trauma – **Christopher**, 32, drowning – **Gordon**, 76, asbestosis – **Arthur**, 74, trauma – **John**, 28, trauma – **Miles**, 56, trauma – **David**, 35, trauma – **Jordan**, 19, trauma – **Rowland**, 29, trauma – **Jordan**, 23, trauma – **John**, 53, motor vehicle accident – **Collin**, 44, motor vehicle accident – **Jean-Luc**, 47, motor vehicle accident – **Quinton**, 44, motor vehicle accident – **Curtis**, 31, trauma – **Lawrence**, 76, mesothelioma – **Brett**, 45, motor vehicle accident – **Travis**, 43, trauma – **Duncan**, 82, mesothelioma – **Kristine**, 44, motor vehicle accident – **Shane**, 38, motor vehicle accident – **Lenard**, 32, – **Pascal**, 34, motor vehicle accident

Day of Mourning April 28

