

TOWN OF RIMBEY
TOWN COUNCIL AGENDA

**AGENDA FOR SPECIAL MEETING OF THE TOWN COUNCIL TO BE
HELD ON MONDAY, JULY 3, 2015 AT 9:00 AM IN THE COUNCIL
CHAMBERS OF THE TOWN ADMINISTRATION BUILDING**

- | | | |
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| 1 | Call to Order Regular Council Meeting & Record of Attendance | |
| 2. | Agenda Approval and Additions | |
| 3. | 3.1 Spec Homes – Request for Tax Relief | 1-3 |
| 4. | 4.1 Brix Construction | 4-6 |
| 5. | 5.1 Strategic Planning - Town Logo | |
| 6. | 6.1 Amazing ideas – Craig Oliver - Website Design Options | |
| 7. | 7.0 Big Hearts Charity Ride | 7-8 |
| 8. | 8.1 Rimstone Drive Tri-Party Agreement | 9-21 |
| | 8.2 Extension of Development Agreement with SJC Development Corporation | 22-23 |
| 9. | Adjournment | |



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| Council Agenda Item | 3.1 |
| Council Meeting Date | July 3, 2015 |
| Subject | Evergreen Estates Subdivision and Grade Diamond Enterprises Tax Agreement Request |
| For Public Agenda | Public Information |
| Background | Carey Anderson has submitted a request to the Town of Rimbey to reach an agreement on a reduced tax rate. |
| Discussion | <p>Carey Anderson with Evergreen Estates Subdivision in conjunction with Paul Kusch of Grande Diamond Enterprises intend to build several spec homes in the town. They have requested that the Town of Rimbey enter into an agreement with them that will not raise their taxes from the tax rate on the bare land parcels on the finished product until the homes sell and the titles are changed to the new owners. They also request the possibility of additional extensions should the homes not sell within one year.</p> <p>Town Administration in discussion with the Town’s Auditor, Don Sheridan have determined the following:</p> <ul style="list-style-type: none"> • The assessor has to use the mill rate, as set by Town Council, for all taxes. For new properties his assessment is based off of the use and condition of any structures on the parcel. • The only way that a parcel's taxes will be lowered is if the property assessed value decreases, town council reduces the municipal mill rate or if council chooses to waive the properties taxes. • While Municipal Councils can legally waive taxes under the MGA, they traditionally do not waive taxes. An example of a situation where another municipality has waived taxes is the Legion in Lacombe where their Council has chosen to waive their taxes due to the amount of charitable work the organization does in the community. • Tax rates are set yearly, on December 31st, based on the current state of the property. Therefore, for example, if a building is half constructed, the taxes would reflect the half constructed state for that year. The following year, assuming the building is complete, the taxes would increase based on the new assessment of the completed value of the property. • With residential specifically, if the property is over 1 acre and is actively being farmed then the assessor can use the farm rate which is usually much lower than the residential mill rate. In all other circumstances the assessor must use the mill rate. • Town Council and Administration rely on the funds collected via municipal taxes to provide services within the town. Any reduction in these funds is not desirable as the reduction in funds will directly impact the service delivery. <p>Based on this review, Town Administration do not recommend entering into an agreement to waiving the tax increases that would result from new construction.</p> <p>Further, Town Administration has conducted a review of mill rates in comparable municipalities in the region (as indicated in the chart below). Based on our review we</p> |



have determined that the Town of Rimbey's mill rate falls within the range of other municipalities in our area.

| Town of Rimbey | Town of Blackfalds |
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| <p>Residential/Farms Municipal: 7.2112 Rimoka: 0.1078 Schools: 2.5000</p> <p>County Estates Municipal: 4.0584 Rimoka: 0.1078 Schools: 2.5000</p> <p>Non-Residential Municipal: 9.1526 Rimoka: 0.1078 Schools: 3.6700</p> <p>M&E Municipal: 9.1526 Rimoka: 0.1078 Schools: 0.0000</p> | <p>Residential Municipal: 7.3976 Seniors Housing: 0.0592 Education Rate: 2.3195</p> <p>Non-Residential / Commercial Municipal: 9.1783 Seniors Housing: 0.0592 Education Rate: 3.7552</p> |
| Town of Sylvan Lake | Town of Ponoka |
| <p>Residential Municipal: 5.495 School: 2.401 Lodge: 0.108 Recreation: 0.235 Transportation: 0.174</p> <p>Non-Residential / Commercial Municipal: 9.836 School: 3.650 Lodge: 0.108 Recreation: 0.235 Transportation: 0.174</p> | <p>Residential Municipal: 6.7285 ASFF: 2.5000 Rimoka Foundation: 0.1069</p> <p>Non-Residential / Commercial Municipal: 8.9125 ASFF: 3.6700 Rimoka Foundation: 0.1069</p> <p>(ASFF – Alberta School Foundation Fund)</p> |

Relevant Policy/Legislation

Municipal Government Act

Options/Consequences

Council may choose to:

1. Direct Administration not to enter into an agreement with Evergreen Estates Subdivision and Grade Diamond Enterprises to waive tax increases on homes they build within the Town of Rimbey for the period of one year with options for possible extensions.
2. Direct Administration to work with our lawyer to draft an agreement with Evergreen Estates Subdivision and Grade Diamond Enterprises to waive tax increases on homes they build within the Town of Rimbey for the period of one





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| | year with options for possible extensions. |
| Desired Outcome(s) | The Town of Rimbey does not enter agree to waive Evergreen Estates Subdivision and Grade Diamond Enterprises taxes on any homes that they build. |
| Financial Implications | Option 1: Should the town not enter into an agreement, the town will collected taxes on the property just as they do with any other property in the municipality and therefore should improvements be made to the property the taxes will increase accordingly. Option 2: Should the town enter into an agreement, the town will not collect increased taxes on the property should improvements be made to the property. |
| Follow Up | None |
| Attachments | None |
| Recommendation | Town Administration recommended Council approve option number one presented above: 1. Direct Administration not to enter into an agreement with Evergreen Estates Subdivision and Grade Diamond Enterprises to waive tax increases on homes they build within the Town of Rimbey for the period of one year with options for possible extensions. |
| Prepared By: | |
| <p style="text-align: center;"> <i>per. Donna Tona</i> _____ June 30, 2015 Donna Tona Date Interim Chief Administrative Officer </p> <p> Endorsed By: _____ Lori Hillis, CA Date Acting Chief Administrative Officer </p> | |





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| Council Agenda Item | 4.1 |
| Council Meeting Date | July 3, 2015 |
| Subject | Brix Construction Property Tax Review |
| For Public Agenda | Public Information |
| Background | Steffen Olsen with Brix Construction has requested a review of the property taxes for Highway Commercial (C2) properties located within the Town of Rimbey. |
| Discussion | <p>Steffen Olsen with Brix Construction has requested that administration review the mill rates for High Commercial (C2) developments within the Town of Rimbey.</p> <p>Town Administration in discussion with the Town's Auditor, Don Sheridan, has determined the following:</p> <ul style="list-style-type: none">• The assessor has to use the mill rate, as set by Town Council, for all tax assessments. The assessment is based off of the use and condition of any structures on the parcel. Therefore we are unable to predict the assessment on parcels which may be developed on the future.• The only way that a parcel's taxes will be lowered is if the property assessed value decreases, town council reduces the municipal mill rate or if council chooses to waive the properties taxes.• Town Council and Administration rely on the funds collected via municipal taxes to provide services within the town. <p>Further, Town Administration has conducted a review of mill rates in comparable municipalities in the region (as indicated in the chart below). Based on our review we have determined that the Town of Rimbey's non-residential mill rate falls within the range of other municipalities in our area.</p> |



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| | <p>Town of Rimbey</p> <p>Residential/Farms Municipal: 7.2112 Rimoka: 0.1078 Schools: 2.5000</p> <p>County Estates Municipal: 4.0584 Rimoka: 0.1078 Schools: 2.5000</p> <p>Non-Residential Municipal: 9.1526 Rimoka: 0.1078 Schools: 3.6700</p> <p>M&E Municipal: 9.1526 Rimoka: 0.1078 Schools: 0.0000</p> | <p>Town of Blackfalds</p> <p>Residential Municipal: 7.3976 Seniors Housing: 0.0592 Education Rate: 2.3195</p> <p>Non-Residential / Commercial Municipal: 9.1783 Seniors Housing: 0.0592 Education Rate: 3.7552</p> | |
| | <p>Town of Sylvan Lake</p> <p>Residential Municipal: 5.495 School: 2.401 Lodge: 0.108 Recreation: 0.235 Transportation: 0.174</p> <p>Non-Residential / Commercial Municipal: 9.836 School: 3.650 Lodge: 0.108 Recreation: 0.235 Transportation: 0.174</p> | <p>Town of Ponoka</p> <p>Residential Municipal: 6.7285 ASFF: 2.5000 Rimoka Foundation: 0.1069</p> <p>Non-Residential / Commercial Municipal: 8.9125 ASFF: 3.6700 Rimoka Foundation: 0.1069</p> <p>(ASFF – Alberta School Foundation Fund)</p> | |
| | Relevant Policy/Legislation | Municipal Government Act | |
| | Options/Consequences | <p>Council may choose to:</p> <ol style="list-style-type: none"> 1. Direct Administration to conduct a thorough review of the Town’s mill rates and comparable mill rates for the upcoming budget cycle. Council may choose to utilize the findings from this review during budgeting. 2. Direct Administration not to take any further action on the matter. | |
| Desired Outcome(s) | Conduct a thorough review of the Town’s mill rate prior to the upcoming budget cycle. | | |
| Financial Implications | Option 1: A review of municipal mill rates may result in a recommendation for increased or decreased mill rates in the Town of Rimbey. At this time, we cannot anticipate what the exact financial implications will be. | | |



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| | Option 2: The mill rates in the Town of Rimbeys will remain at current levels. Council may still choose to change the mill rate during budgeting discussions. |
| Follow Up | Should option 1 be chosen administration will report back to Council with the findings prior to the budget meetings. |
| Attachments | None |
| Recommendation | Town Administration recommended Council approve option number one presented above: <ol style="list-style-type: none"> 1. Direct Administration to conduct a thorough review of the Town's mill rates and comparable mill rates in anticipation of the upcoming budget. |
| Prepared By: | |
| | <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p style="text-align: center;"><u><i>Donna Tona</i></u></p> <p>Donna Tona Interim Chief Administrative Officer</p> </div> <div style="width: 35%; text-align: right;"> <p><u>June 30, 2015</u></p> <p>_____ Date</p> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>Endorsed By:</p> <p>_____</p> <p>Lori Hillis, CA Acting Chief Administrative Officer</p> </div> <div style="width: 35%; text-align: right;"> <p>_____ Date</p> </div> </div> |





TOWN OF RIMBEY REQUEST FOR DECISION

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| Council Agenda Item | 7.0 |
| Council Meeting Date | July 3, 2015 |
| Subject | Big Hearts Charity Ride |
| For Public Agenda | Public Information |
| Background | <p>At the April 13, 2015 Regular Council Meeting, Council was advised of the Big Hearts Charity Ride which will be coming to Rimbey on July 18, 2015. One of the stops on their ride is at Game on Outdoors.</p> <p>Council generously passed Motion 120/15 to provide a donation in the amount of \$500.00 to the Big Hearts Charity Ride to cover the cost of a band while they are stopped in Rimbey during their rally, from the Community Grants Program.</p> <p>After waiting for information to come in on the band, the executive assistant called Mrs. VonHollen, whose business the riders are going to stop at to get the information so we could submit a cheque requisition in their name. It came to light through miscommunication on both our parts that she was unable to secure the band as she did not have the funds from the Town of Rimbey.</p> |
| Discussion | <p>As there will not be a band at the Big Heart Charity Ride stop at the Game on Outdoors, it was suggested to donate the \$500.00 to the Red Deer Regional Health Association for the Pediatrics and Neonatal Intensive Care Unit at the Red Deer Regional Hospital of which the residents of Rimbey may have occasion to use.</p> <p>Administration advertised this event at our cost. Once as a separate display ad in the Rimbey Review and the second time is anticipated to be in our section of the paper.</p> |
| Relevant Policy/Legislation | <p>Noise Bylaw Nuisance Bylaw pertaining to littering Rimbey Community Events Grant Regulations</p> |
| Options/Consequences | <p>Council could pass a motion to rescind motion 120/15 thus cancelling the request of \$500.00 from the Community Grants Program for a band for the Big Hearts Charity Ride event.</p> <p>Council could consider passing a new motion to donate \$500.00 or another value from the Community Grants Program to the Red Deer Regional Health Association in support of the Big Hearts Charity Ride for the Pediatrics and Neonatal Intensive Care Unit at the Red Deer Regional Hospital.</p> <p>Council could opt to pass a motion to rescind Motion 120/15 and not do anything further.</p> |
| Desired Outcome(s) | To support our local community and better the lives of those who may need this valuable service. |
| Financial Implications | \$500.00 or another value determined by Council to come from the Community Grants Program. |
| Follow Up | |
| Attachments | None |





TOWN OF RIMBEY REQUEST FOR DECISION

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| Recommendation | As per Council wishes. | |
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| Prepared By: | <i>per</i>  _____ Donna Tona, CTS Interim Chief Administrative Officer |  _____ Date |
| Endorsed By: | _____ Donna Tona, CTS Interim Chief Administrative Officer | _____ Date |





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| Council Agenda Item | 8.1 |
| Council Meeting Date | July 3, 2015 |
| Subject | Rimstone Drive Tri-Party Agreement |
| For Public Agenda | Public Information |
| Background | The Town of Rimbey, Rimoka Housing Foundation and SJC Development Corporation have agreed to cost-share a portion of Rimstone Drive. |
| Discussion | <p>As per Town Council's agreement with Rimoka Housing Foundation and SJC Development Corporation an approximately 126 metre portion of Rimstone Way will be constructed with the following cost share agreement:</p> <ul style="list-style-type: none"> (a) Town of Rimbey up to \$140,000.00 (41%) (b) Rimoka Housing Foundation up to \$100,000.00 (29.5%) (c) SJC Development Corp. up to \$100,000.00 (29.5%) <p>After this agreement was made, Rimoka Housing Foundation and SJC Development Corporation have a separate agreement in which SJC Development Corporation will pay Rimoka Housing Foundation's contribution to the tri-party agreement. Therefore, the agreement now states the following cost share structure:</p> <ul style="list-style-type: none"> (a) Town of Rimbey up to \$140,000.00 (41%), and (b) SJC Development Corp. up to \$200,000.00 (59%) <p>Based on the revised understanding, the attached Tri-Party Agreement has been drafted by the Town's lawyer, Suzanne Alexander-Smith. Further, a map of the section of road that this agreement is pertaining to is available in Schedule A of the agreement.</p> <p>Additional highlights contained with the agreement include:</p> <ul style="list-style-type: none"> • The road construction will be completed by SJC Development Corporation. • The road must be completed to construction grade by August 15, 2015 and final construction by August 15, 2016. • A public tender process be utilized as public funds are contributing to the project. • The Town of Rimbey will collect the funds prior to construction and pay them out upon , upon verification that the invoice submitted accurately reflects the state of completion of the work <p>Note that the agreement between Rimoka Housing Foundation and SJUC Development Corporation is separate from the Town of Rimbey and the Town is not a signing partner on said agreement.</p> <p>Town Administration recommends the attached Tri-Party Agreement be signed by the Interim Chief Administrative Officer on behalf of the Town and Stan Cummings (or alternative owner if necessary) with SJC Development Corporation and a representative from Rimoka Housing Foundation.</p> |





TOWN OF RIMBEY REQUEST FOR DECISION

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| Relevant Policy/Legislation | Municipal Government Act |
| Options/Consequences | Council may choose to: <ol style="list-style-type: none"> 1. Approve the attached Tri-Party Agreement. 2. Not approve the attached Tri-Party Agreement. |
| Desired Outcome(s) | The Town Council approve the attached Rimstone Drive Tri-Party Agreement to be signed by Interim Chief Administrative Officer on behalf of the town |
| Financial Implications | Option Number required \$140,000 from the Town of Rimbey to construct a portion of Rimstone Drive. |
| Follow Up | SJC Development Corporation and Rimoka Housing Foundation will be required to sign the agreement as well. A Development Permit will be required prior to commencing construction on Rimstone Drive. |
| Attachments | Tri-Party Agreement between The Town of Rimbey, Rimoka Housing Foundation and SJC Development Corporation for the construction of Rimstone Drive. |
| Recommendation | Town Administration recommended Council approve option number one presented above: <ol style="list-style-type: none"> 1. Approve the attached Rimstone Drive Tri-Party Agreement. |
| Prepared By: | |
| <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 70%;"> <p style="text-align: center;"><i>per Donna Tona</i></p> <p>_____</p> <p>Donna Tona Interim Chief Administrative Officer</p> </div> <div style="width: 25%; text-align: right;"> <p>June 30, 2015</p> <p>_____</p> <p>Date</p> </div> </div> | |
| Endorsed By: | |
| <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 70%;"> <p>_____</p> <p>Lori Hillis, CA Acting Chief Administrative Officer</p> </div> <div style="width: 25%; text-align: right;"> <p>_____</p> <p>Date</p> </div> </div> | |

COST SHARING AGREEMENT

THE TOWN OF RIMBEY

AND

SJC DEVELOPMENT CORP.

MEMORANDUM OF AGREEMENT made this ____ day of _____, A.D. 2015.

THE TOWN OF RIMBEY, a municipal corporation,
(hereinafter referred to as the "Town")

OF THE FIRST PART

- and -

SJC DEVELOPMENT CORP., a body corporate duly authorized
to carry on business in the Province of Alberta
(hereinafter referred to as the "Developer") OF THE SECOND PART

- and -

Rimoka Housing Foundation. (the "**Owner**")

OF THE THIRD PART

WHEREAS:

- A.** Rimoka Housing Foundation. (the "**Owner**") is the registered owner of all or a portion of the lands described in PLAN 1423218 attached hereto as **Schedule "A"** to this Agreement (the "**Lands**");
- B.** SJC Development Corp. (the "**Developer**") is party to a four phase Development Agreement with the Town dated August 8, 2008, in relation to Plan 072 9960, Block 19, Lot 1 and NE-20-42-2 W5M, which has been extended, from time to time, and is scheduled to expire on August 8, 2015, which obligations include the construction and installation of Municipal Improvements on the Lands, including but not limited to the construction of Rimstone Drive (the "Development Agreement"),
- C.** On July 7, 2014, the Developer subdivided Plan 072 9960, Block 19, Lot 1 and sold the newly subdivided portion, being Plan 1423218, Block 1, Lot 1, to the County of Ponoka on July 29, 2014, who, in turn, gifted the subdivided portion to the Owner.
- D.** Plan 1423218 references roadways, including one referred to as Rimstone Drive, which is partially identified in R/W Plan 852 0979, which roadway is to be constructed as a major residential collector (T9) with a 20 m right of way and 12 m asphalt.
- E.** The Owner desires to initiate the development of a seniors housing complex on the Lands ("the Development Area").
- F.** To expedite said development, the Town, the Owner, and the Developer have agreed to enter into this Agreement to ensure adequate and timely provisions of required utility and service

connection installation and road construction relating to the final portion of Rimstone Drive, to benefit the Development Area. Subsequently, the Owner and the Developer came to a separate agreement which, in part contemplates the Developer taking over what was originally to be the Owner's cost share portion under this agreement. That agreement between the Owner and Developer is separate and apart from the within agreement, but is referenced here for context.

- G.** The Developer acknowledges it is solely responsible for the construction of the portion of Rimstone Drive and the installation of any service or utilities connection to the portion of Rimstone Drive outlined in Blue on **Schedule "A"** in accordance with the Terms of the Development Agreement, and any applicable Development Permit , and at its sole cost ("Developer's Portion) .
- H.** The Developer has committed to completing the construction and utility and service installation of the Developer's Portion to construction grade by August 15, 2015.
- I.** The parties hereto have agreed to a cost sharing arrangement relating to the final portion of Rimstone Drive identified and outlined in Red on **Schedule "A"**.
- J.** This Agreement is in addition to and is not in substitution of the Development Agreement or any Development Permit, and the obligations of the Developer under the Development Agreement remain the same, except where specifically altered by timelines and payment provisions set out herein, and where so altered the provisions of this agreement take precedence.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the Town and the Developer agree as follows:

1. SCOPE OF THE PROJECT

- 1.1 The construction of approximately 126 meters of roadway referenced as Rimstone Drive and marked in Red on Schedule "A", as a major residential collector (T9) with a 20 m right of way and supporting 12 m asphalt, to construction grade, including installation of deep utilities and shallow services (hereinafter "the Project").

2. TIMELINE FOR THE PROJECT

- 2.1 The Developer shall forthwith on execution of this Agreement provide the road design, deep utilities plan, shallow services plan, relating to the Project for approval.
- 2.2 The Developer acknowledges that the provision of the road design, deep utilities plan, and shallow services plan is critical to allow the Town to approve the Developer's Portion and Project, therefore timing of the delivery of these documents, or any required revision for approval shall be of the essence.
- 2.3 The Developer will put the construction and installation of the Developer's Portion and the Project out for public Tender forthwith.

2.4 The Project shall be completed by August 15, 2015, unless otherwise agreed to by the Parties in writing.

3. COST SHARING ARRANGEMENT

3.1 The anticipated cost of the Project (Attached as **Schedule "B"**) is estimated at \$340,000.00, exclusive of GST. The Parties each agree to contribute to the cost as follows:

- (a) Town of Rimbey up to \$140,000.00 (41%), and
- (b) SJC Development Corp. up to \$200,000.00 (59%)

("Contribution")

3.2 The Developer hereby represents, warrants, covenants and agrees to pay to the Town its respective Contribution (subject to revisions as to final calculations of costs) concurrently with the execution and delivery of this Agreement.

3.3 The Developer shall not commence construction of any portion of the Development, nor commence any activity upon the Lands in relation to the Project, which would constitute a "development" as that term is defined within the Town's Land Use Bylaw or the *Municipal Government Act* ("MGA"), unless and until the Contribution has been paid in full.

3.3 Upon receipt of the Contribution:

- (a) the funds so received shall become the sole and exclusive property of the Town, subject only to the terms of this Agreement respecting restricted use, enjoyment, and expenditure; and
- (b) notwithstanding the application of the Contribution to the design, construction or installation of the Project, the Developer shall neither hold nor acquire any right, title or interest in or to the Project's assets.

4. PAYMENT FOR PROJECT

4.1 Payment for the Project shall be made by interim payments, based on actual work complete.

4.2 The Developer shall forthwith, upon receipt of same from the invoicer, provide the Town with invoices evidencing work actually completed.

4.3 The Town shall pay the invoicer directly, upon verification that the invoice accurately reflects the state of completion of the work. Such verification, shall exercised in the Town's sole discretion, acting reasonably.

5. REVISIONS TO THE CONTRIBUTION - FINAL CALCULATION OF COSTS

5.1 Without limiting the foregoing, and notwithstanding anything contained within this Agreement, the Parties shall within thirty (30) days of the presentation of an account or invoice pay to the Town as follows, which shall be deemed to form part of the Contribution:

- (a) the Parties' respective share of any costs over and above the estimates provided within **Schedule "B"** incurred by or on behalf of the Town related to designing, constructing, installing or commissioning the Project or a portion thereof (once completed),

including but not limited to costs for environmental remediation considered necessary by the Town in its sole discretion; and

- (b) all or a portion of the legal and engineering costs, fees, expenses and disbursements incurred by the Town through its solicitors and engineers for any and all services rendered in connection with the preparation, fulfillment, execution and enforcement of this Agreement, all of which costs shall be determined by the Town in its sole discretion acting reasonably.

5.2 The Town shall, within sixty (60) days after the actual costs of the completed Project are determined, reimburse the Developer the difference between the Contribution and the actual costs of the Municipal Improvements, based on their respective share, if such actual costs are lower than the Contribution, all of which costs shall be determined by the Town in its sole discretion acting reasonably and subject to Section 5.1.

6. CONNECTION AND SERVICES

6.1 The Developer and Owner acknowledge and agree that the receipt of services, use or benefit from the Project is subject always to:

- (a) the construction and installation by the Developer or Owner of any and all service connection(s) (as defined under Section 28(e) of the MGA), or additional extensions or additions to the Project as determined necessary by the Town in order to provide service or benefit to the Project; and
- (b) any and all services or benefits to be derived from the Project shall be governed by the provisions of the MGA, all applicable bylaws, any further policies or terms of service as the Town may from time to time require or impose, and where applicable all rates, tolls and charges established from time to time by the Town.

6.2 Accordingly, no service commitment, capacity, service level, or other term of service is provided under this Agreement, beyond the duty to service the Lands under Section 34 of the MGA.

7. NO IMPLIED, FURTHER OR OTHER APPROVAL

7.1 In this regard, nothing contained within this Agreement shall be interpreted in such a manner so as to constitute a further consent to, approval of, or a representation, warranty or covenant by, the Town as an approval authority in any capacity under the MGA with respect to any further proposed subdivision, use, development or servicing of the Lands (whether contemplated herein or not), nor an obligation on the part of the Town as an approval authority to consent to or approve any further proposed subdivision, use, development or servicing of the Lands, nor a waiver of any right of appeal or review in relation to any further permit or approval hereafter issued by a development authority or a subdivision authority under the MGA.

8. TOWN RIGHT OF WAY

8.1 In the event that the Town or Developer shall require any easement or right of way on, over or through the Lands for the purposes of a right of way or working area in relation to the construction and installation of extension or additions to the Project necessary to service the Lands, the Owner

shall provide the required easement or right of way at no further cost to the Town or Developer in the form of the Town's standard form or otherwise in a form satisfactory to the Town, acting reasonably, provided that:

- (a) any such easement or right of way shall provide for the construction, maintenance and operation of subsurface facilities only;
- (b) the location, dimensions and terms of any such easement of right of way shall not interfere with the use and enjoyment of the surface of the Lands by the Owner (i.e. outside of periods of construction, maintenance or inspection of the facilities permitted under the easement or right of way); and
- (c) otherwise agreed upon, the easement or right of way shall not impair access to the Lands by the Owner, its tenants, or patrons.

9. FURTHER ASSURANCES UNDER THIS AGREEMENT

- 9.1 The Parties acknowledge and agree that the Town, the Owner and the Developer are properly and legally entitled to make provision in this Agreement, for the purposes specified herein, for the payment by the respective Parties to the Town of the various sums prescribed in this Agreement, AND FURTHER that the Developer acknowledges and agrees that their agreement to pay the said sum is an inducement offered by it, for the Town to enter into this Agreement.
- 9.2 The Developer, for itself and its successors and assigns hereby confirms that the payment of the Contribution as contemplated within this Agreement is unconditional, and subject to the adjustment provision in Section 5.2, hereby releases and forever discharges the Town from all actions, claims, demands, suits and proceedings of any nature or kind whatsoever which the Developer has, or may hereinafter have, if any, against the Town in respect to any right or claim, if any, for the refund or repayment of any sums paid by the Developer to the Town pursuant to this Agreement.
- 9.3 All the obligations of the Town as provided for within this Agreement shall be subject always to the obligations, responsibilities and restrictions placed upon the Town by any statute or regulation including, without restriction, the MGA, as well as subject to the exercise of municipal or council discretion and decision making imposed or otherwise afforded under such statutes and regulations.
- 9.4 Notwithstanding anything contained within this Agreement, save and except for as stipulated within this Agreement, the Town shall retain any and all discretion, not acting unreasonably, with respect to:
 - (a) the timing of the commencement and completion of the construction or installation of all or any portion of the Project;
 - (b) the approval of the design and specifications of all or any portion of the Project; and
 - (c) the ordering and staging of the commencement and completion of the construction, installation, or commissioning of all or any portion of the Project.

10. DEFAULT

- 10.1 Each and every one of the following events shall constitute a default under this Agreement:

- (a) if the Developer or Owner makes an assignment of its assets for the benefit of its creditors, or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any jurisdiction;
- (b) if a petition in bankruptcy is filed and presented against the Developer or Owner or if a receiver, receiver and manager, custodian or similar agent is appointed or takes possession of any property or business of the Developer or Owner;
- (c) if the Developer or Owner fails to comply with all applicable laws, by-laws or statutory regulations in force from time to time;
- (d) if the Developer or Owner assigns this Agreement without the prior written consent of the Town as contemplated within this Agreement; and
- (e) in the event that the Developer or Owner is in default in the observance and performance of any of the terms, covenants or conditions of this Agreement, and the Developer fails to rectify the said default within thirty (30) days of the Town providing notice in writing of such claimed default and requiring the Developer to rectify same.

10.2 Without limiting in any way the rights and remedies available to the Town pursuant to this agreement, statute, or otherwise, upon a failure by the Developer or Owner to rectify a default, the Town shall have the option, but not any obligation, to:

- (a) perform the Developer or Owner's obligations in default without further notice and at the defaulting party's sole cost and expense (the defaulting Party shall reimburse the Town for all such costs incurred by the Town immediately upon demand);
- (b) with or without performing the defaulting party's obligations per this Agreement, draw upon, cash, or otherwise enforce and seek proceeds of, any and all security provided by the defaulting party to the Town for the purposes of securing the performance of the obligations under this Agreement;
- (c) set off any and all sums, costs, damages, or claims owed by the defaulting party to the Town pursuant to this Agreement against any amount now or hereafter owed by the Town to the defaulting party, until either amount has been set off in full; and
- (d) terminate this Agreement, upon which the Contribution shall be forfeited to the Town in full, without deduction or any further claim to or interest in the said funds by the defaulting party pursuant to this Agreement or otherwise.

10.3 The Parties each agree that any rights and remedies available to the Town, Owner and the Developer, respectively, whether specified in this Agreement or otherwise available at law, are cumulative and not alternative and the Town, Owner, and the Developer shall be entitled to enforce any right or remedy in any manner the Town or the Developer deems appropriate in its discretion without prejudicing or waiving any other right or remedy otherwise available to the Town or the Developer.

10.4 Except as otherwise specifically provided in this Agreement, all sums or monies owed by any party to the other party upon becoming overdue shall bear interest calculated semi-annually and calculated from the date upon which such sum or monies are due and payable and such interest shall be calculated

at a rate per annum equal to the prime commercial lending rate established from time to time by the Alberta Treasury Branches at its head office in Alberta (the “**Prime Rate**”) plus Two (2%) per cent, and such interest rate shall be adjusted from time to time in accordance with any change to the Prime Rate. For purposes of calculating interest under this Agreement, the Prime Rate established on the first business day of a particular month shall be utilized and shall be deemed to be the Prime Rate for that entire month.

11. FAC/CCC SECURITY

11.1 Notwithstanding any provision to the contrary in the Development Agreement, the Developer shall not be obliged to post security for deficiencies relating to the Project.

12. INDEMNITY

12.1 The Developer and Owner shall indemnify and save harmless the Town from any and all losses, costs (including, without restriction, all legal costs on a solicitor and his own client full indemnity basis), damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer or Owner in pursuance or purported pursuance of this Agreement.

13. GENERAL

13.1 The provisions of this Agreement shall apply in addition to any and all conditions or requirements as may be imposed upon the Developer pursuant to any statutory plan, land use bylaw, or conditions of any applicable subdivision approval or Development Permit, or the existing, or any subsequent Development Agreement.

13.2 The parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.

13.3 A waiver by any party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.

13.4 Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, or by registered mail sent to, the respective addresses of the parties being:

The Town of Rimbey
Box 350
Rimbey, AB T0C 2J0
Fax: (403) 843-6599
Ph.: (403) 843-2113
email: rtown@telusplanet.net
Attn: Town CAO

Rimoka Housing Foundation
5512 57 Ave
Ponoka, AB T4J 1V7
Fax:
Ph.: (403) 783-0128
email:
Attn:

SJC Development Corp.
Box 1546
Rimbey AB T0C 2J0
Fax : (886)701-0183
Ph : (403) 770-9618
email : info@sjcdc.ca

Attn : Stan Cummings

or at such other address, in either case, as the Developer or Town respectively may from time to time appoint in writing. Any notice sent in accordance with this paragraph shall be deemed to be given to and received by facsimile to the number above, at the time and date recoded on the facsimile transmittal report of the sender. Alternatively, to the addressee seven (7) days after the mailing thereof, postage prepaid, save and except for during periods of postal interruption and seven (7) days thereafter, in which case all notices shall be sent by pre-paid courier or hand delivered and shall be deemed to have been given upon delivery. Email shall not be an accepted mode of service of notice under this agreement, unless specifically agreed to by the recipient party in advance, in writing.

- 13.5 The Parties each covenant and agree that in addition to the provisions contained in the main text of this Agreement, each shall be bound by the additional provisions found in the Schedules and Recitals to this Agreement as if the provisions of the Schedules and Recitals were contained in the main text of this Agreement.
- 13.6 This Agreement shall not be assignable by the Developer or Owner without the express written approval of the Town, which approval may be subject to conditions imposed by the Town and shall not be unreasonably withheld. This Agreement shall enure to the benefit of, and shall remain binding upon (jointly and severally, where multiple parties comprising the Developer), the heirs, executors, administrators, attorney under a power of attorney, and other personal representatives of all individual parties and their respective estates, and shall enure to the benefit of, and shall remain binding upon, all successors and assigns (if and when assignment permitted herein) of all corporate parties.
- 13.7 Whenever and to the extent that any Party shall be unable to perform, or shall be delayed or restricted in the full performance of, any obligation within this Agreement (other than any financial or payment obligation under this Agreement) by reason of an inability to obtain materials, goods, equipment, services, utilities or labour; any statute, law, by-law, regulation, order in council, or order of any competent authority other than one of the Parties; an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so; a strike, lockout, slowdown, or other combined action of workers; or an act of God (a "**Force Majeure**"), such Party shall, so long as any such impediment exists, be relieved from the performance of such obligation to the extent restricted or prevented by that event of Force Majeure, and the other Party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort caused by such delayed or restricted performance, provided, always, that such relief shall in any event be limited to a maximum period of one hundred and eighty (180) days.
- 13.8 The Agreement shall be governed by the laws of the Province of Alberta.
- 13.9 The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice, and that each has had an opportunity to read, review and understand the nature and effect of the provisions of this Agreement prior by executing this Agreement. Each hereby confirms that it has had the opportunity to seek

independent legal or professional advice prior to executing this Agreement and has either:

- (a) obtained such legal or other professional advice; or
- (b) waived the right to obtain such independent legal or other professional advice.

13.10 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same Agreement. This Agreement may be signed and sent by fax and this procedure shall be as effective as signing and delivering an original copy.

IN WITNESS WHEREOF, the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

THE TOWN OF RIMBEY

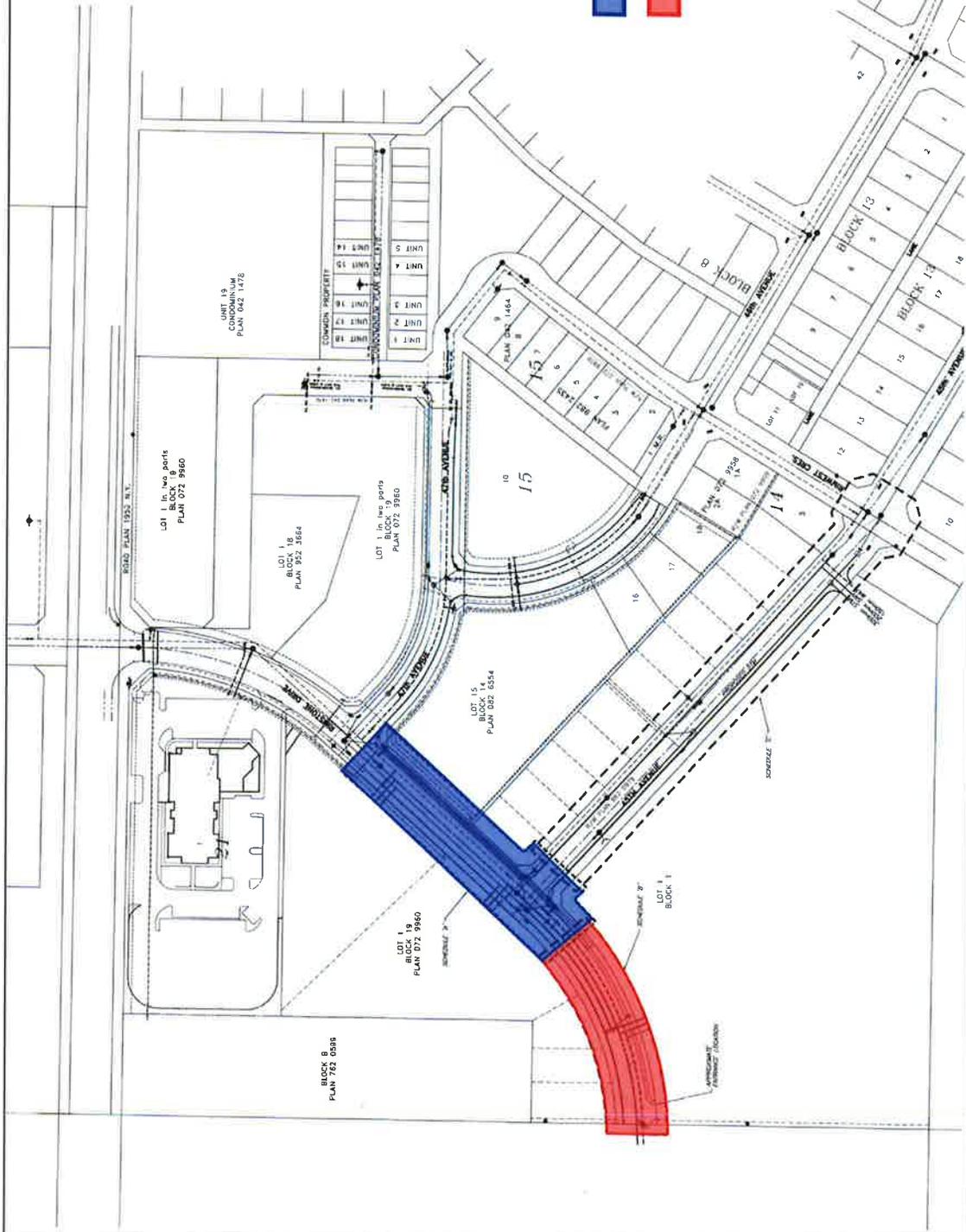
RIMOKA HOUSING FOUNDATION

Per: _____

Per: _____

SJC DEVELOPMENT CORP.

Per: _____



■ DEVELOPER SOLE RESPONSIBILITY
■ COST-SHARED PORTION

| | | | |
|--|--|---|--|
| Project No. RB00 | | Client TOWN OF RIMBEY | |
| Drawing No. 1 | | Project SJC DEVELOPMENT CORPORATION | |
| TAGISH ENGINEERING Consulting Engineers G4 6550 - 45 Street, RED DEER, AB T4N 1L1 www.tagish.ca 780.343.1111 | | | |
| Scale 1:2000 | | Date June 24, 2015 | |
| Drawn LIS | | Designed LIS | |
| Checked OS | | Approved OS | |
| Prepd. By LIS | | Date 06/24/15 | |
| COST SCENARIO PLAN | | | |
| The COST SCENARIO PLAN | | | |
| Permit Stamp | | Engineer's Stamp | |
| ISSUED FOR REVIEW Exclusions | | | |





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|------------------------------------|--|
| Council Agenda Item | 8.2 |
| Council Meeting Date | July 3, 2015 |
| Subject | Extension of Development Agreement with SJC Development Corporation |
| For Public Agenda | Public Information |
| Background | The Development Agreement between the Town of Rimbey and SJC Development Corporation will expire on August 8, 2015. On June 8, 2015 SJC Development Corporation has requested a 2 year extension until August 8, 2017. |
| Discussion | <p>One June 22 Town Council passed the following motion:</p> <p><u>Motion 206/15</u></p> <p>Moved by Councillor Godlonton to accept the recommendation of Administration to extend the Development Agreement to August 8, 2017 with the following three conditions:</p> <ol style="list-style-type: none"> 1. Rimstone Drive must be completed to construction grade by August 15, 2015 and final grade by August 15, 2016. 2. At Construction Completion Certificate stage, the Town will require: <ol style="list-style-type: none"> a. Submission of constructed or as-built drawings. b. A warranty period on the work completed for 2 years, until Final Acceptance Certificate is approved. c. Payment of securities on deficiencies only. This will exclude the portion of Rimstone Drive that is subject to the tri-party agreement between the Town of Rimbey, Rimoka Housing Foundation and SJC Development Corporation. 3. An Endeavor to Assist Clause is included for any and all, if an intersection is required for 50th Avenue and Rimstone Drive. <p style="text-align: right;">CARRIED</p> <p>As per Town Council's direction, the attached development agreement extension has been drafted by the Town's lawyer, Suzanne Alexander-Smith.</p> <p>The agreement outlines the above points. In addition, town administration will require that all work done by SJC Development Corporation, including on lands owned by Rimoka which were formally part of the development agreement area will require Development Permits.</p> <p>Town Administration recommends the attached development agreement extension be signed by the Interim Chief Administrative Officer on behalf of the Town and Stan Cummings (or alternative owner if necessary) on behalf of SJC Development Corporation.</p> |
| Relevant Policy/Legislation | Municipal Government Act |
| Options/Consequences | Council may choose to: |

