



AGENDA

Committee of the Whole

February 13, 2023 - 5:00 PM

Town Administration Building - Council Chambers

AGENDA FOR COMMITTEE OF THE WHOLE TO BE HELD ON MONDAY, FEBRUARY 13, 2023 AT 5:00 PM IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING, 4938 – 50 AVENUE, RIMBEY, ALBERTA.

Page

1. CALL TO ORDER COMMITTEE OF THE WHOLE MEETING & RECORD OF ATTENDANCE

1.1 LAND ACKNOWLEDGEMENT

2. AGENDA APPROVAL AND ADDITIONS

3. MINUTES

4. PUBLIC HEARINGS

5. DELEGATIONS

5.1 Delegation: Rimbey RCMP 3
[RFD 5.1 Rimbey RCMP](#)

5.2 Delegation: Claude Mindorff with PACE Canada LP 4 - 16
[RFD 5.2 Claude Mindorff with Pace Canada LP](#)

6. BYLAWS

7. NEW AND UNFINISHED BUSINESS

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[RFD 7.1 Waste Management](#)

- 7.2 Alberta Health Services Citizens Bus
[RFD 7.2 Alberta Health Services Citizens Bus](#)

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8. OPEN FORUM

(Bylaw 939/18 - Council Procedural Bylaw Part XXI 1. The open forum shall be for a maximum total of twenty (20) minutes in length to allow members of the public present at the meeting to address Council regarding issues arising from the meeting in progress. No formal decision shall be made on any matter discussed with Council during the open forum session.

9. CLOSED SESSION

10. ADJOURNMENT

Committee of the Whole
REQUEST FOR DECISION



Meeting: February 13, 2023
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Delegation: Rimbey RCMP
Item For: Public Information -or- Closed Session

BACKGROUND:

Sgt. ST-CYR has been invited to provide a quarterly update to Council.

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

February 9, 2023
Date

ENDORSED BY:

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

February 9, 2023
Date

Committee of the Whole
REQUEST FOR DECISION



Meeting: February 13, 2023
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Delegation: Claude Mindorff with PACE Canada LP
Item For: Public Information -or- Closed Session

BACKGROUND:

Claude Mindorff, Director of Development of PACE Canada LP is presenting a proposal for a solar farm in Rimbey, Alberta.

ATTACHMENTS:

[RFD 5.2.1 Solar Farm Presentation](#)

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

February 9, 2023
Date

ENDORSED BY:

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

February 9, 2023
Date

PACE Canada LP

PROPOSED SOLAR FARM FOR RIMBEY, ALBERTA



Claude Mindorff
Director of Development
PACE Canada LP
December 10, 2022



About Us

- Joint venture between Pathway Clean Energy Finder and Goldbeck Solar
- Develop and manage all aspects of solar power developments
- Storage and green hydrogen
- Growing Alberta's pipeline of clean energy projects

Core Values

Collaboration

Aligning common goals with communities

Accountability

Sustainable energy solutions that create:

- Value within the community
- Enhance the environment
- Sustainable economic benefits

Passion

Positive conversations to solve problems and build consensus

- Embrace and drive positive change
- Constantly innovate within the entire development process



Our Projects



- Alberta has some of the best solar and wind resource in the country
- Stable, transparent & deregulated energy market
- Sites selected based on proximity to grid and suitability of land for solar farm development
- Developing a pipeline of opportunities at transmission and distribution scale

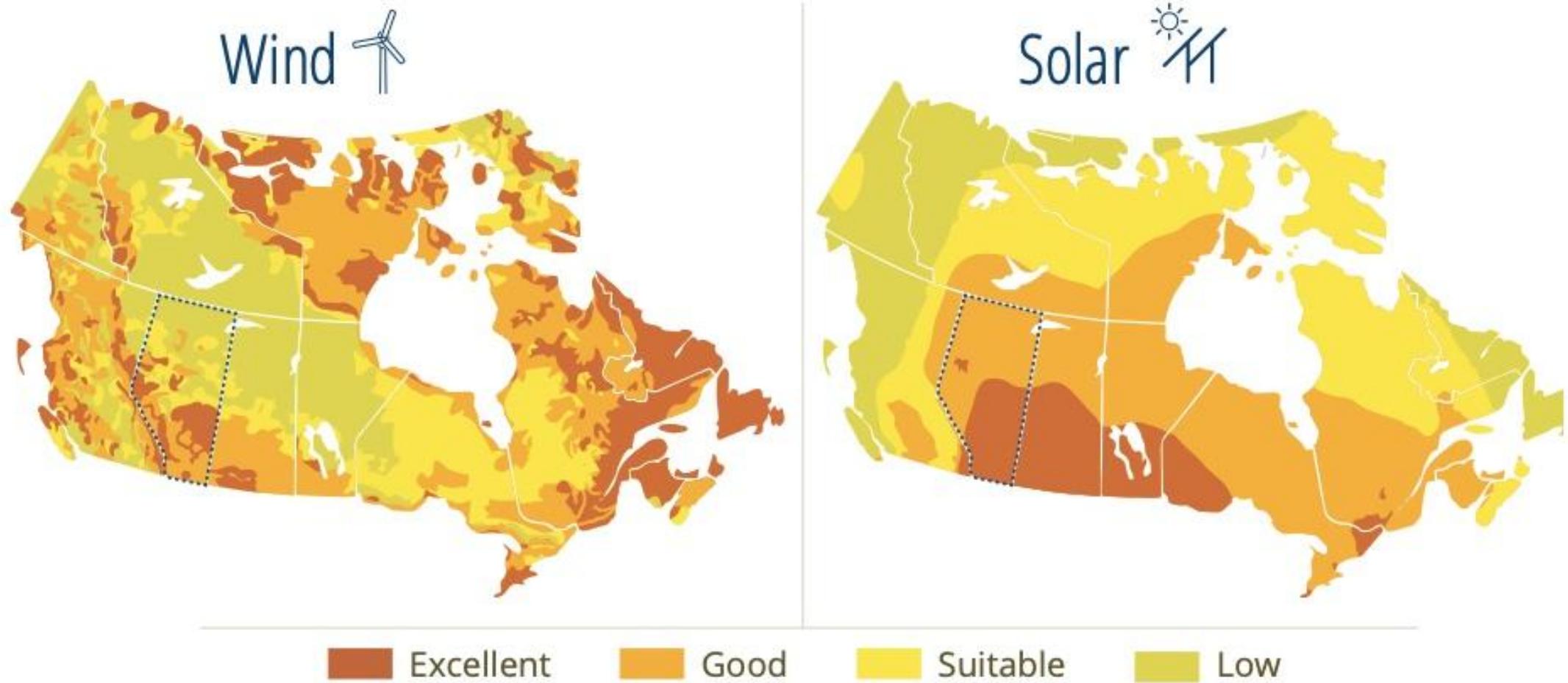


Figure 2. Map of renewable resources in Canada

Source: Pembina Institute⁶



Alberta Projects

In development

- Joffre (Phase I-22 MW, Phase II 25 MW)
- Youngstown (6MW)

Proposed

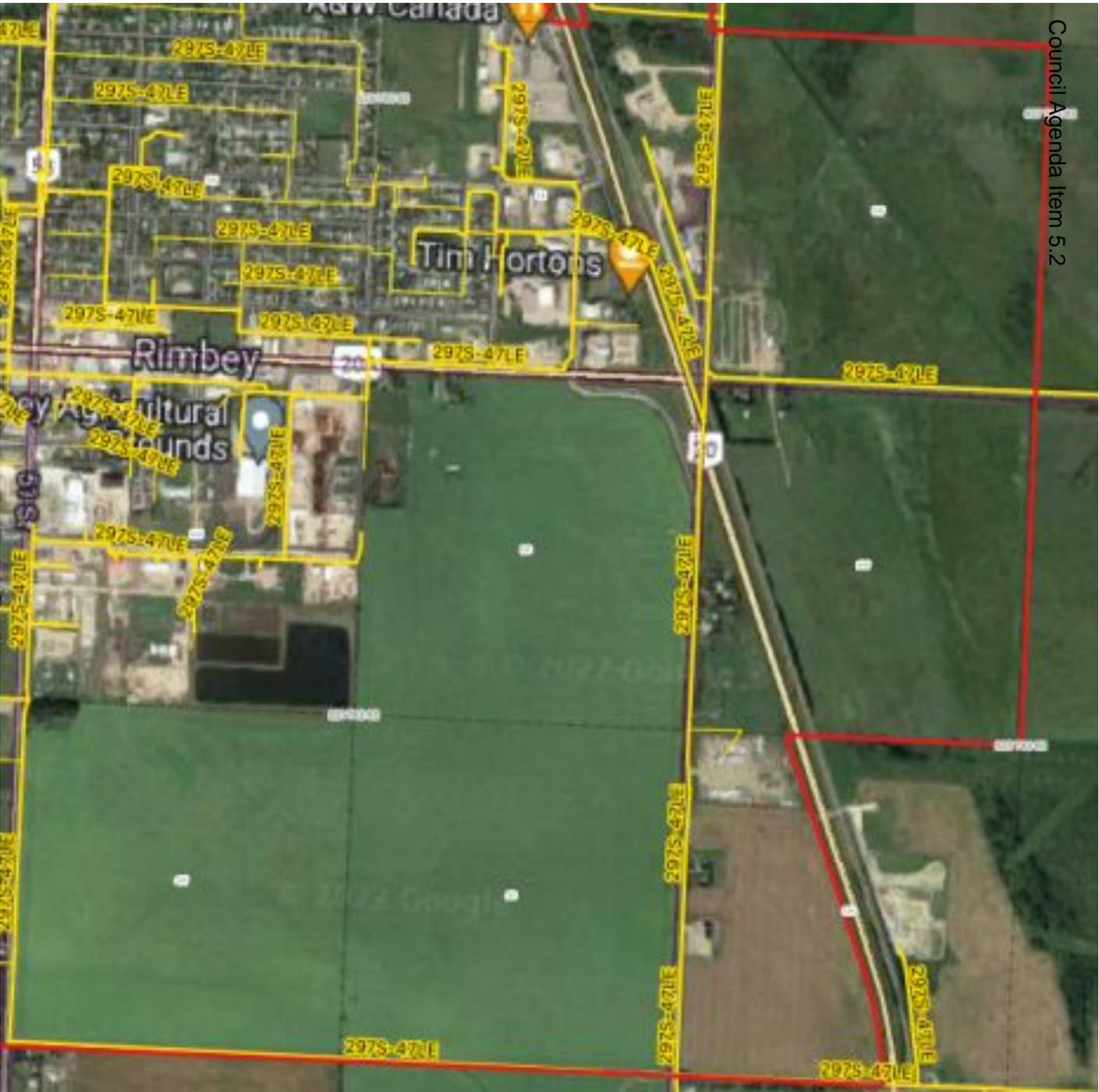
- Sheerness (13 MW)
- Caroline (16.1 MW)
- Brooks (~18.5MW)

Proposed Rimbey Solar Farm

Several lands have been identified within Rimbey's urban boundaries suitable for a 16.8MW Solar Farm:

- QS-NW SEC-20 TWP-042 RGE-02 MER-5
- QS-SW SEC-20 TWP-042 RGE-02 MER-5
- QS-SE SEC-21 TWP-042 RGE-02 MER-5
- QS-NW SEC-22 TWP-042 RGE-02 MER-5





Rimbey Solar Farm Benefits

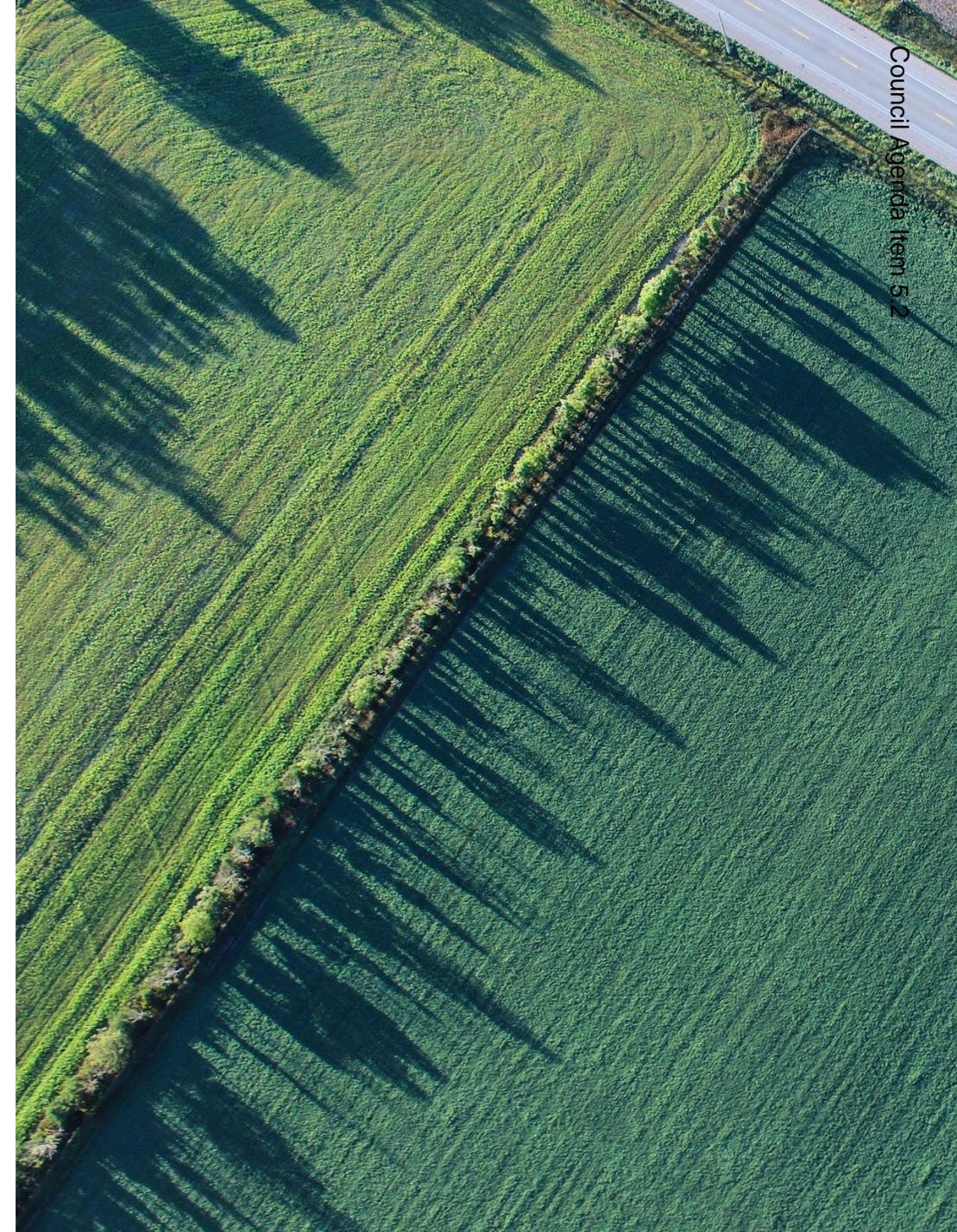
Community, Environmental and Economic Value

- Temporary construction jobs
- Full-time Operation and Maintenance jobs over the life of the project
- Significant contributions to the Municipal tax
- Non-traditional farm income to support the Agricultural sector
- Supports Alberta's rural economies
- Greenhouse gas reductions in support of the Sustainable Development Goals of the Municipality
- Reduces water consumption for Albertans in the generation of their electricity needs
- Supports pollinator species, protects wetlands and allows for continued and diverse agricultural uses

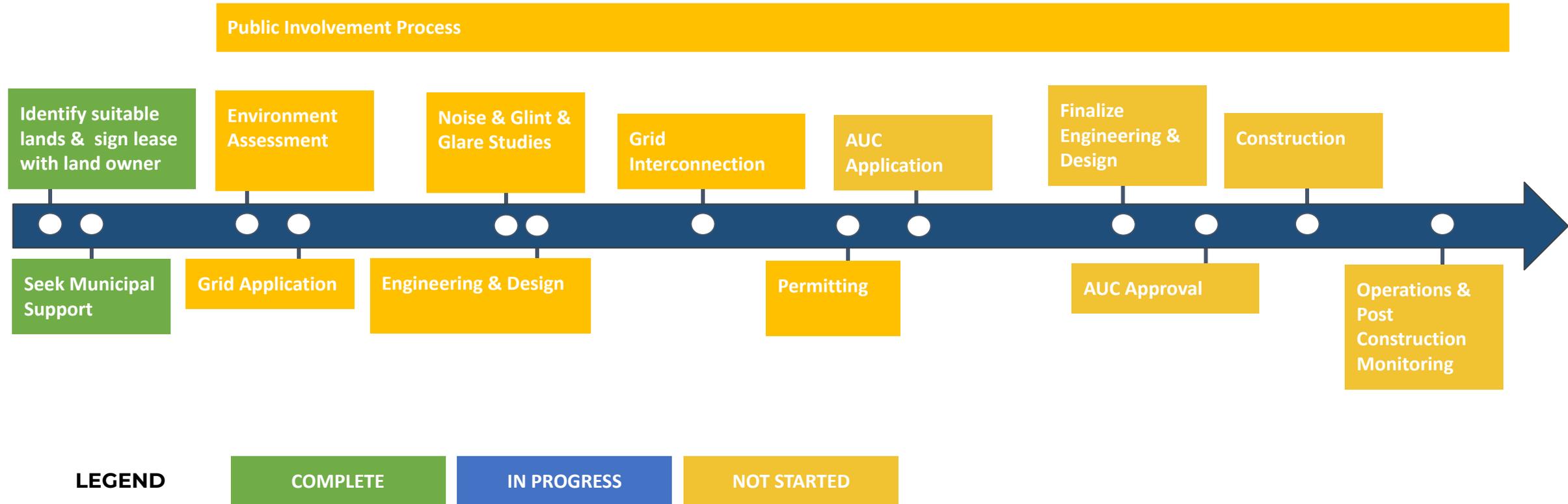
Solar Farm Power Plant Development Process

All solar power plant developments must adhere to regulations and guidelines set out in Alberta Utilities Commission, Rule 007 and Rule 12:

- Public Consultations
- Noise Assessment
- Glint and Glare Assessment
- Viewscape modelling
- Environmental Assessment
- Municipal Permits



Typical Solar Farm Development Process



Questions?



Claude Mindorff
Director of Development
PACE Canada LP
claudio.mindorff@pathfinderce.com
403-793-5365



Committee of the Whole
REQUEST FOR DECISION



Meeting: February 13, 2023
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Waste Management
Item For: Public Information -or- Closed Session

BACKGROUND:

The Town currently has a residential Waste Collection Service Agreement with Cast-A-Waste that includes solid waste and recycling collection services which expires on March 31, 2023. This contract has been extended from the original contract dated March 22, 2016.

The waste collection options are:

- Continue the residential curbside collection of garbage and recycling as currently provided.
- Increase the service to provide residential collection of garbage, recycle and/or compost using bins (front street mechanical pick up of bins)

ATTACHMENTS:

[RFD 7.1.1 Waste Collection Extension Contract Nov 2021](#)

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

February 9, 2023
Date

ENDORSED BY:

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

February 9, 2023
Date



Residential Waste Collection Service Agreement Extension of Contract

THIS EXTENSION OF CONTRACT ("Extension") is made this 13 day of Nov, for the purpose of extending the contract known as Residential Waste Collection Service Agreement dated March 22, 2016 ("Original Contract") between the Town of Rimbeey and Caste Waste Inc. (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension, is described below and will end on March 31, 2021.

Residential Waste Collection Service Agreement
 Between Town of Rimbeey (Town) and Cast-A-Waste Inc. (Contractor)
 including Schedule "A"

2. The Parties agree to extend the Original Contract for an additional period with a revised Schedule "A" Price Detail Sheet as attached, which will begin immediately upon the expiration of the original time period and will end on March 31, 2023.
3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

Kelly Giesbrecht
 Contractor Signature

Lori Hillis
 Town Signature

Kelly Giesbrecht
 Printed Name

Lori Hillis
 Printed Name

Nov 13/20
 Date

Nov 13, 2020
 Date

**SCHEDULE "A"
PRICE DETAIL SHEET**

YEAR	RESIDENTIAL COLLECTION	\$/MONTH	BLUE BAG RECYCLING	\$/MONTH
April 1, 2021 March 31, 2022	Manual Weekly Collection	\$5,850.00	Bi-Weekly Collection	\$3,500.00
April 1, 2022 March 31, 2023	Manual Weekly Collection	\$5,850.00	Bi-Weekly Collection	\$3,500.00

RESIDENTIAL WASTE COLLECTION SERVICE AGREEMENT

This Agreement made effective as of the 22 day of November, 2021

Between:

TOWN OF RIMBEY
(Hereinafter referred to as the "Town")

- and -

CAST-A-WASTE INC.
(Hereinafter referred to as the "Contractor")

This Agreement provides the general terms and conditions under which the Contractor will perform services for the Town, in accordance with the RFP FOR CURBSIDE COLLECTION AND HAULING OF RESIDENTIAL WASTE AND RECYCLING.

WHEREAS the Town desires to provide Residential Solid Waste and Recycling Collection Services to its residents;

AND WHEREAS the Town called for proposals to provide such Residential Solid Waste and Recycling Collection Services pursuant to the RFP FOR CURBSIDE COLLECTION AND HAULING OF RESIDENTIAL WASTE AND RECYCLING;

AND WHEREAS the Contractor prepared and submitted a proposal (the "Proposal") for the provision of Residential Solid Waste and Recycling Collection Services;

AND WHEREAS upon review of the proposals submitted to the Town, the Town has agreed, subject to the terms of this agreement in accordance with the RFP FOR CURBSIDE COLLECTION AND HAULING OF RESIDENTIAL WASTE AND RECYCLING to enter into a contract with the Contractor for the provision by the Contractor of Residential Solid Waste and Recycling Collection Services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties) the Town and the Contractor agree as follows:

**ARTICLE 1
SERVICES CONTRACTED**

1.1 DEFINITIONS

- 1.1.1. For the purposes of this Agreement, the following definitions shall apply:
- 1.1.2. "Agreement" means this Agreement together with any Schedules;
- 1.1.3. "Commencement Date" means April 1st, 2016;
- 1.1.4. "Disposal Site" means such site approved for disposal of Residential Waste as designated by the Town;
- 1.1.5. "Residential Dwelling Unit" means a single-family dwelling of self-contained living units with a multi-family dwelling or a dwelling unit with a multi-family structure (such as a duplex, four-plex or other legally permissible suite with a separate title);
- 1.1.6. "Residential Waste" means the solid waste stream that would normally be generated and discarded from a Residential Dwelling Unit and which includes, but is not limited to: kitchen organic waste, packaging, ashes, yard waste, by-products of the preparation, consumption or storage of food, edible foods and other such material, but excludes construction, renovation and demolition waste, industrial, commercial and institutional, hazardous waste and biological waste;
- 1.1.7. "Recycling" means all items that would normally be recycled as part of a recycling program from a Residential Dwelling Unit and which includes: paper, cardboard/boxboard, plastic, tin, aluminum;
- 1.1.8. "Services" means the Residential Waste and Recycling collection, transportation and disposal services referred to in this Agreement.

1.2. SCOPE OF SERVICE

- 1.2.1. The Contractor shall collect, remove, transport and dispose of Residential Waste material from each and every residential dwelling included within the Town of Rimbey Residential Waste Collection Program. Award of this Agreement shall not prevent the Town, occupant, tenant or person in charge from entering into an agreement with any other person or company for the collection, removal and disposal of waste accumulated at a Residential Dwelling Unit, during construction, renovation or demolition of the Residential Dwelling Unit.

1.2.2.The Contractor shall collect, remove, transport and dispose of Residential Recycling Material from each and every residential dwelling included within the Town of Rimbey Residential Waste and Recycling Collection Program. The location of Disposal of recycling material be of the Contractor's choosing, and approved by the Town. Once collected, all recyclable materials become the property and responsibility of the Contractor, as well as any revenue generated from such material.

1.2.3.As of January 2016 there were approximately 959 Residential Dwelling Units in the Town of Rimbey Residential Waste and Recycling Collection Program. The Town estimates that the number of residential dwellings eligible for the Curbside Residential Waste and Recycling Collection program will increase by approximately 1% every year for the term of this Agreement.

1.2.4.The frequency of Residential Waste collection shall be one (1) collection per residential dwelling per week, every Thursday.

1.2.5.The frequency of Residential Recycling collection shall be bi-weekly collection per residential dwelling per month, on Tuesdays, with the proposed schedule to be approved by the Town.

1.3. PREPARATION OF RESIDENTIAL WASTE AND RECYCLING FOR COLLECTION

1.3.1.The Contractor shall not be responsible for collecting Residential Waste and Recycling that is not properly prepared or placed in accordance with the standards and limits as set forth in any resolutions or bylaws passed by the Town from time to time in respect of such matters. The Contractor will be supplied a copy of the limits and standards at the commencement of this Agreement along with any amendments thereto from time to time.

1.3.2.Any Residential Waste set out for collection in excess of the then current limit for Residential Waste collection shall not be collected by the Contractor unless the Town authorizes the collection of such. It is the discretion of the Town to revise the "Unit Limit" from time to time. It is understood there will be a transition period during the first month of this Agreement, whereby all garbage set out for collection shall be collected by the Contractor.

1.3.3.If the Town chooses to transition to a semi-automated collection system, the unit limit for Residential Waste Collection will be one (1) 242 L (64 Gallon) semi-automated waste collection cart of Residential Waste per dwelling unit per week.

1.3.4.Carts, cans or bags containing Residential Waste and Recycling to be collected shall be collected in the lane behind each residential dwelling unit. The Town will provide a map to the Contractor of the Residential Waste and Recycling that shall be collected from the

front property line of the residential dwelling or curbside. The Contractor shall at no time trespass upon private property to collect Residential Waste and Recycling.

1.3.5.The Contractor shall collect Residential Waste and Recycling that is not properly prepared or set out only if specifically requested to do so by the Town.

1.3.6.The Contractor's vehicles collecting Residential Waste and Recycling may not at any time drive on driveways, sidewalks, boulevards, or lawns.

1.3.7.Subject to the other terms and conditions of this Agreement, the Contractor shall at its own expense collect Residential Waste and Recycling, supply all necessary labour, tools, machinery and equipment in connection with the collection of Residential Waste and Recycling, and do all necessary things to remove and transport in a safe and environmentally responsible manner to the Disposal Site each week.

1.4. MANNER OF COLLECTION

1.4.1.The Contractor, its agents and employees (collectively "Collector(s)"), shall maintain a positive, friendly customer service level and be alert, polite and courteous to the public at all times. The Town shall have the right to request the removal of any Collector who repeatedly does not provide the expected and required level of service.

1.4.2.Collection shall be made with a minimum of noise and traffic delay and will not start before 7:00 am. The Collectors will adhere to and abide by all the traffic rules and laws.

1.4.3.Collectors shall handle all waste receptacles as carefully and quietly as possible and in the case of annual collection, all waste receptacles and container lids must be placed back on (or in) the receptacles and containers . The Collectors shall return the receptacles and containers to their proper location. The Collectors shall clean up all refuse spilled during Residential Waste and Recycling Collection. The Collectors shall ensure that any emptied receptacles and containers are placed off the traveled portion of the road so as not to interfere with road or sidewalk traffic and placed in a stable position.

1.4.4.Any issues with the performance of the waste collection vehicles (i.e. spills or leaks) will be immediately reported to the applicable authorities and to the Town, and cleanup will take place immediately thereafter. It shall be the Contractor's responsibility to be informed of all federal or provincial legislation and procedures to be followed in the event of a hazardous material spill or leak.

1.4.5.All waste collection vehicles shall have some form of communication device on board (radio or cell phone) to enable close communication between the Town and the Contractor.

1.4.6. All equipment supplied by the Contractor shall meet current safety and environmental regulations.

1.4.7. The Collectors shall inform the Town of any issues (i.e. tagged bags or late set out) by telephone at the end of every collection day prior to leaving Rimbey. The Town shall contact the Collectors if any customer service requests have been received. The Contractor/Collectors will service any and all customer service requests the day of the request whenever possible. Timing of the fulfillment of the Customer Service Request(s) is to be determined by the Town.

1.4.8. The Collection Route is said to be complete when all dwellings included within the Town have been collected and all Customer Service Requests have been fulfilled.

1.4.9. Where a Residential Dwelling Unit is serviced by a gravelled alley or lane way, and where the Contractor must utilize the gravelled alley or lane way for the purpose of collecting Residential Waste, the Contractor shall use reasonable efforts to operate heavy machinery and equipment along the central part of the alley or lane way so as to avoid deep rutting or similar damages to the edges of the alley or lane way. Regular non-emergency use of the emergency brakes is prohibited.

1.4.10. In the event that alley or lane way rutting or similar damage occurs, the Contractor shall contact the Town immediately so that repairs can be made during normal working hours. Initial or first occurrence repairs shall be performed by the Town at no charge to the Contractor. Where there is subsequent damage for which the Contractor has been determined to be responsible by the Town, the Contractor will be invoiced for all personnel and equipment costs as per the Town's rates and fees and the Contractor shall pay such invoice in full within 30 days of the invoice date.

1.4.11. It is understood and agreed that the Town shall not be responsible for towing charges or damage occasioned by the condition of the Town streets or lanes.

1.4.12. At no time shall the Contractor allow any individual, other than the Contractor's agents or employees, in or on a waste collection vehicle while in the Town's corporate boundaries.

1.5. SCHEDULE AND TIME

1.5.1. The Contractor shall collect the Residential Waste and Recycling in accordance with the schedule set out at the beginning of this Agreement between the hours of 7:00 am and 7:00 pm. The Contractor will maintain a consistent pick up route for each waste and recycling collection day; starting and ending each waste and recycling collection day in the same order for each waste and recycling collection occurrence.

1.5.2.Except as otherwise provided, when a scheduled collection day falls on a statutory holiday, the Contractor shall proceed with collection of Residential Waste on the scheduled collection day even though it is a statutory holiday.

1.5.3.If a scheduled collection day falls on a Christmas Day and/or New Year's Day, the Town will adjust the collection schedule and inform the collector.

1.6. DISPOSAL

1.6.1.The Contractor shall collect and transport all Residential Waste to a lawfully approved disposal site and dispose of it in a safe and environmentally responsible manner (regardless of the manner of collection).

1.6.2.All Residential Waste delivered to the Disposal Site will be weighed on a semi-automated scale. The Contractor is required to ensure that their personnel are instructed in the proper use of the scale and adhere to required procedures.

1.6.3.Should scale breakdown occur at the Disposal Site, land weights will be based on average estimated weights for the particular season, being either spring, summer, fall or winter derived from Town records. The estimate will be made by the Town and communicated to the Contractor.

1.6.4.All load weights shall be recorded and certified at the Disposal Site on a per load basis. A copy of the certified record (scale ticket) shall be endorsed by the operator of the Contractor's vehicle and submitted to the Disposal Site unless otherwise directed by the Town.

1.6.5.No load originating or terminating in the Town will be shared with other customers of the Contractor.

ARTICLE 2 CONTRACTOR'S COVENANTS

2.1 ACTS & REGULATIONS

2.1.1.The Contractor shall comply with all requirements of those federal, provincial, municipal or other governmental bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make and/or impose laws, by-laws, rules, orders or regulations with respect to the Contractor's obligations under the Contract, including, without limitation the following:

- Workers' Compensation Act;
- Labour Relations Code;
- Occupational Health and Safety Act;
- Public Health Act;
- Environmental Protection and Enhancement Act;
- Employment Standards Act;
- Safety Codes Act;
- Hazardous Products Act (Canada);
- Hazardous Material Information Review Act;

2.1.2. The Contractor shall abide by all rules and regulations adopted by The Town and communicated from time to time in writing to the Contractor during the term of Contract.

2.1.3. In response to changing environmental practices along with regulations and legislation adopted or enacted by the Government of Alberta or Canada, The Town may implement reasonable municipal policies from time to time or at any time after the commencement of a Contract with respect to the standards and manner of collection and disposal of solid waste. The Town will provide the Contractor with a copy of such municipal policies adopted at least fourteen (14) days prior to commencement of application of the same. The Contractor shall agree to make any and all changes necessary within a reasonable time to strictly comply with such municipal policies in the performance of its obligations under the Contract. If there is a conflict between the terms of the Contract and such municipal policy, the terms as set forth in the municipal policy shall govern.

2.1.4. The Contractor shall be responsible for all associated costs in connection with its compliance with any municipal policies with respect to the standards and manner of collection and disposal of solid waste adopted from time to time.

2.1.5. If the Contractor is of the opinion that the associated costs to the Contractor to comply with any such municipal policy are unreasonable and the parties are unable to agree to reasonable costs for which the Contractor is responsible, the Contractor may elect within three (3) months of receipt of a copy of such municipal policy, to terminate the contract in accordance with terms of Section 3, "Scope of Work" herein or to proceed to arbitration in accordance with provisions of the Arbitration Act of Alberta and determine the reasonableness and the amount of the associated costs which the Contractor should bear.

2.1.6. If a matter is submitted to arbitration, the Contractor shall continue to provide services pursuant to the Contract without interruption during the course of the arbitration.

2.2. PERFORMANCE

2.2.1. The Town requires written confirmation by a Proponent respecting the Proponent's commitment and ability to comply with legislative requirements and industry standards. The Proposal must respond specifically to the following:

- Confirmation that the Proponent will follow all policies and procedures of The Town;

- Confirmation that the Proponent will attend safety and coordination meetings so that the Proponent may be informed of health or safety hazards at any work location;
- Confirmation of The Town's right to require the Proponent to take additional steps such as additional training or appointment of additional supervision, and the right of The Town to stop work or ultimately terminate the Contract without penalty if work is not being performed safely by the Proponent;
- Prohibition against the Proponent entering into subcontracts with prior approval;
- Confirmation of the obligation to furnish evidence of compliance with all applicable workers' compensation legislation at designated intervals, including confirmation of personal coverage by owners of the business if the owners will be performing work; and,
- Confirmation of the Proponent's obligation to indemnify The Town for any losses, including fines or legal expenses, arising from health and safety liability.

2.3. INSURANCE REQUIREMENTS

2.3.1. The Contractor shall during the term of the Contract and at its own expense maintain with Insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to The Town the following insurance policies:

2.3.1.1. A Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive limit for any one occurrence and such policy shall:

- Include the Town of Rimbey as an additional insured;
- Include a cross liability clause;
- Products and Completed Operations Endorsement;
- Non-owned Automobile Liability Endorsement to limits of not less than TWO MILLION DOLLARS (\$2,000,000.) per occurrence;
- Contractors Equipment Floater Endorsement for full replacement costs.

2.3.1.2. An automobile liability insurance policy, covering all owned automobiles used in connection with or relating to the Services provided by the Contractor, such policy shall protect and indemnify the Town and the Contractor and its employees, agents, servants, invitees, customers and those for whom it is responsible at law, from and against all claims for damage or injury to person or property for the loss of life including liability assumed under this Agreement. The limits of such coverage shall be TWO MILLION DOLLARS (\$2,000,000.00) per automobile and TWO MILLION DOLLARS (\$2,000,000.00) per occurrence.

2.3.2. The said insurance policies shall include provision for The Town to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change.

2.3.3. The Contractor shall provide documentary evidence in a form satisfactory to The Town of the above mentioned insurance policy at inception of the Contract and at each renewal date thereafter or when requested by the Town.

2.3.4.The Contractor and not The Town shall be responsible for any deductible that may apply in any of the said insurance policies.

2.3.5.The insurance requirements detailed here are considered to be the minimum required by the Contractor. These limits may be exceeded by the Contractor without consultation with the Town.

2.4. SECURITY CLEARANCE

The purpose of this section is to ensure that ALL Contractor employees working within and around the Buildings owned and operated by the Town are free of Criminal records and Convictions for offenses against Persons, or Property, for which they have not been pardoned. Authority for access of the Buildings owned and operated by the Town shall be withheld from all persons that have not fulfilled the Security Clearance requirements as specified within this section.

2.4.1.NOT assign ANY person to perform work for The Town that is under the age of 16.

2.4.2.PRIOR to permitting ANY employee to perform work on the Contractor's behalf within the Town's Buildings, CAUSE that person to submit an accurate and fully completed Security Clearance. A photocopy of identification satisfactory to the Town (usually a Driver's License, Immigration or Passport Documents, or other Photo bearing identification) MUST be provided and accompany the Security Clearance Form.

2.4.3.NOT assign ANY person to perform work within the buildings owned and operated by the Town until such time that the Security Clearance Form has been investigated and the result of that investigation is made known to the Town and the Contractor.

2.4.4.NOT assign ANY person to perform work within the buildings owned and operated by the Town of Rimbey that is found to have, or otherwise known by the Contractor, to have, a Criminal Record OR Conviction for offenses against persons or property (e.g. theft, shoplifting, assault, sexual offenses, etc.) for which a pardon has not been obtained.

2.4.5.INFORM the Town of any/all contracted employees authorized to work within the Buildings Owned and operated by the Town that is convicted of offenses against persons or property DURING the term of the Contract.

2.5. EQUIPMENT

2.5.1.All waste collection vehicles shall conform to licensing under the Motor Vehicles Act in the Province of Alberta.

2.5.2.Any piece of equipment that exhibits a frequency of breakdowns that impact the delivery of Service under the Contract will be suitably replaced.

2.6. USE OF PREMISES

2.6.1.The Contractor shall be responsible for any and all damage to any premises caused during the provision of services under the Contract.

2.6.2. The Contractor shall not jeopardize the security of any premises and shall conform to any security procedures established by The Town.

2.7. OCCUPATIONAL HEALTH & SAFETY

2.7.1. For the purposes of the Occupational Health and Safety Act, the Contractor is considered to be the "Prime Contractor" as defined in the Act. It is specifically drawn to the attention of the Proponent that the Occupational Health & Safety Act provides in addition to other things that:

- "A Prime Contractor shall ensure, on a project undertaken by the Prime Contractor constructor that, the measures and procedures prescribed by this Act and the regulations are carried out on the project.
- Every employer and every Worker performing Work on the project complies with this Act and the regulations; and
- The health and safety of Workers on the project is protected."

ARTICLE 3

CONTRACT DURATION AND TERMS OF PAYMENT

3.1 TERM OF CONTRACT

3.1.1. The term of this Agreement shall commence April 1, 2016 (the "Commencement Date") and subject to extension or earlier termination as provided for herein, shall be in effect for a Period of five (5) years.

3.1.2. At The Town's discretion the term of the Contract may be extended under the same terms and conditions for one (1) successive period of two (2) years such that the maximum term of the Contract will not exceed seven (7) years.

3.2. FIRM PRICE AND ESCALATION

3.2.1. The prices set out in schedule "A" attached hereto shall apply during the term of this Agreement. All prices are in Canadian currency. Prices will include all applicable taxes, duties and costs of packing, cartage and transportation and other charges, unless otherwise stipulated.

3.3. INVOICE and PAYMENT PROCEDURES

3.3.1. On a monthly basis, the Contractor shall invoice The Town for collection, transportation and disposal charges, if applicable, for the preceding month. All backup documentation supporting the charges must be included with the invoice and each component of the contract invoiced separate.

3.3.2. The Town will and agree that, conditional upon the Contractor promptly, faithfully and properly fulfilling the terms and conditions of the Contract in every detail to the satisfaction of the Town, it shall pay the Contractor within 30 days after receipt of the Contractor's invoice in Canadian funds subject to adjustments, additions and deductions as provided in the Contract.

3.3.3. The invoices shall be forwarded to The Town on a monthly basis within ten (10) working days from the end of the month within which the work being invoiced was provided. The invoices will be separated out for each different scope of work.

3.3.4. No payments shall be made in accordance with the Contract unless The Town is in receipt of the following, to be provided annually:

- Worker's Compensation Board Certificate of Good Standing (W.C.B. 368).
- Town of Rimbey Business License.

3.4. LETTER OF CREDIT

3.4.1. Within fifteen (15) days of signing the Contract the successful Proponent shall furnish to the Town at their own expense an irrevocable Letter of Credit in an amount to be negotiated as a percentage of the annual contract amount. The Letter of Credit will be adjusted annually at December 31st to reflect the current contract amount(s) and must be automatically renewed during the full term of the Contract (including contract extensions). The successful Proponent shall provide proof of renewal each time the Letter of Credit is renewed.

3.4.2. The Letter of Credit shall secure the faithful performance of the Contract including but not limited to the provisions set forth in the agreement. This includes specifications and conditions of the Contract, and in default thereof, to protect the Town against losses, incurred expenses or damage arising by reason of failure of the successful Proponent to faithfully perform the said Contract.

3.5. TERMINATION

3.5.1. Any of the following occurrences or acts will constitute an event of default by the Contractor under this Agreement:

- 3.5.1.1. Non-performance or non-observance of any of the Contractor's covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the Town has given the Contractor notice in writing to rectify the non-performance or non-observance. If the failure cannot be remedied within fifteen (15) days, then the Town in its discretion may extend the time period for rectification or terminate this Agreement;

- 3.5.1.2. An assignment by the Contractor for the benefit of creditors or Contractor becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of a bankrupt or insolvent parties; or
- 3.5.1.3. The appointment of a Receiver for the Contractor.
- 3.5.1.4. In the event either 3.5.1.2 or 3.5.1.3 occurs, the Town will have the right to terminate this Agreement immediately.
- 3.5.1.5. Notwithstanding anything contained herein, the Town may, at any time during the term of this Agreement, upon giving 30 days' notice to the Contractor, terminate this Agreement if the Town is of the opinion that the services supplied by the Contractor no longer has the financial capability to perform its obligations under this Agreement.
- 3.5.1.6. The Town in its sole discretion may terminate this Agreement for reasons including, but not limited to, unethical or criminal activities by the Contractor upon giving 7 days' notice to the Contractor.

In addition to the rights of termination set out in Clause 3.4, Termination, either party may terminate this contract by giving twelve (12) weeks written Notice, which shall be delivered in accordance with the provisions of Clause 27, General Conditions of the Proposal form.

ARTICLE 4 GENERAL TERMS AND CONDITIONS

4.1 PERFORMANCE GUARANTEE

- 4.1.1. Within fifteen (15) days of signing this Agreement the Contractor shall furnish to the Town at the Contractor's own expense an irrevocable Letter of Credit in the amount of \$20,000.00.
- 4.1.2. The Letter of Credit shall secure the faithful performance of this Agreement including but not limited to the provisions set forth in this Agreement. This includes specifications and conditions of this Agreement, and in default thereof, to protect the Town against losses, incurred expenses or damage arising by reason of failure of the Contractor to faithfully perform this Agreement. In the event of a default by the Contractor, the Town shall be entitled to take action upon the Letter of Credit in such manner as it shall determine in its absolute discretion.

4.2. INDEMNITY

- 4.2.1. The Contractor agrees to indemnify and hold harmless the Town from any loss or damage, any and all third party claims, demands, or actions, for which the Contractor is legally responsible, including those arising out of negligence, wilful harm, or crimes by the

Contractor or Contractor's employees, agents, or sub-Contractors. This provision shall survive termination of this Agreement.

4.2.2. The Town will not be liable or responsible for any bodily or personal injury or property damage of any nature that may be suffered by the Contractor, its employees, agents or Sub-Contractors in the performance of this Agreement.

4.3. INDEPENDENT CONTRACTOR

4.3.1. Neither the Contractor, nor anyone used or employed by the Contractor shall be deemed to be the agent, servant or representative of the Town in performance of the Services or in any matter in the performance of this Agreement. Neither party shall assume any liability for the actions, or omissions of the other party except as stated in this Agreement.

4.4. CONFLICT OF INTEREST

4.4.1. During the term of this Agreement, the Contractor must not engage in or provide to any other person, company or entity, any service or act which could be reasonably perceived to be in conflict with the interest of the Town in respect of the Services being provided by this Agreement to the Town pursuant to this Agreement.

4.5. CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIP)

4.5.1. All information including, without limitation, any technology of a proprietary or novel nature, disclosed to the Contractor by the Town or by a third party to the Contractor as a representative on behalf of the Town (which, in addition to the confidentiality requirements hereunder will be kept confidential by the Contractor in accordance with the terms of its disclosure by such third party) or obtained or developed by the Contractor in the performance of Services under this Agreement, other than that which is common knowledge or within the public domain, shall be the confidential property of the Town and shall not be divulged by the Contractor, except to duly authorized representatives of the Town, and shall not be utilized other than in the performance of Services for the Town, unless authorized by the Town in writing. These provisions shall remain binding obligations on the Contractor after the completion, expiration or termination of this Agreement until the Town reasonably determines that the confidential information has become part of the public domain. This requirement shall not prohibit the Contractor from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction or to act to correct or report a situation which the Contractor may reasonably believe to endanger the safety or welfare of the public.

4.5.2. All documents submitted to the Town are subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act ("FOIPP") as amended, revised or substituted from time-to-time. While this Act allows persons a right of access to records in the Town's custody or control, it also prohibits the Town from disclosing personal or business information where disclosure would be harmful to business interests or would be an unreasonable invasion of personal privacy as defined in Section 16 and 17 of the FOIPP.

4.6. ASSIGNMENT OR SUBCONTRACTING

4.6.1. The Contractor shall not, without the prior written consent of the Town, which consent may be withheld at the sole discretion of the Town, assign or transfer in any manner whatsoever any or all the rights, liabilities, obligations and benefits of this Agreement. It shall however, be a condition of any consent, if given, that the proposed assignee provide the Town with evidence satisfactory to the Town that the assignee can comply with the provisions of this Agreement.

4.7. ENTIRE AGREEMENT AND GOVERNANCE

4.7.1. This Agreement shall be construed, governed and enforced in accordance with the Laws of the Province of Alberta and the federal laws of Canada in force in the Province of Alberta.

4.7.2. This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto, relating to the subject matter hereof.

4.7.3. No supplement, modification or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

4.8. TIME

4.8.1. Time is of the essence on all deliveries of Services by the Contractor and no extension of time given on any occasion will be deemed to be a general waiver of this condition. If for any reason delivery is delayed, the Contractor shall be responsible for any loss or damage sustained by the Town by reason of such delay, unless prior written consent from the Town is given accepting such delay.

4.9. SALVAGE

4.9.1. The contractor shall not exercise any rights of salvage upon any article of residential waste picked up during the course of his work.

4.10 REMEDIES

4.10.1 All remedies for breach of the Contract conferred upon The Town by the Contract or by the operation of law shall be deemed cumulative and no one remedy shall be exclusive of the other. In addition the following shall apply:

- A Contract penalty of \$10.00 per household per day for residential garbage not picked up as per the Contract schedule, after 5 homes have been missed;
- A Contract penalty of \$500.00 for any spills, or leaks from equipment (hydraulic, garbage juice etc.). This fine is in addition to also being fully responsible for the clean-up charges;
- A Contract penalty of \$250.00 per incident if the Contractor does not respond to a request to attend service requests as required by the Contract.

4.11 NOTICE

- 4.11.1 Any notice, direction or other instrument required or permitted to be given pursuant to this Agreement shall be in writing and may be given by mailing the same prepaid registered mail or delivering the same addressed to said parties at the addresses set forth below:

Town of Rimbey
Attention: Chief Administrative Officer
Box 350
4938 – 50th Avenue
Rimbey, AB
TOC 2J0

Cast-A-Waste Inc.
Attention: Kelly Giesbrecht
Box 1321
Rimbey, AB
TOC 2J0

- 4.11.2 Any aforesaid notice, direction or other instrument, if delivered, shall be deemed to have been given or made on the date on which it was delivered, or if mailed, shall be deemed to have been given or made on the third business day following the date on which it was mailed. If at the date of mailing a postal strike, either threatened or in effect, could delay delivery, the notice, direction or instrument shall not be mailed but shall be delivered.
- 4.11.3 Any party to this Agreement may change their address for service from time to time by notice given in accordance with the foregoing.

4.12 SEVERABILITY

- 4.12.1 If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision and all clauses, paragraphs, sub-clauses and sub-paragraphs hereof are declared to be separate and distinct covenants and shall be enforced to the greatest extent permitted by law.

4.13 HEADINGS

- 4.13.1 Article, paragraph, section and clause headings have been inserted for reference and as a matter of convenience only and are not intended to be full or accurate descriptions of the contents thereof.

4.14 BINDING EFFECT

4.14.1 This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, or other legal representatives, successors and permitted assigns.

IN WITNESS THEREOF the Town, of the First Part, has caused its Corporation Seal to be affixed hereto under the hands of the Mayor and Acting Chief Administrative Officer (Acting CAO); and the Contractor, of the Second Part, has hereto caused its seal to be affixed under the hands of the duly authorized representative(s) of the Contractor.

DATED, at the Town of Rimbey, in the Province of Alberta, this 22 day of November, 2021.

Cast-A-Waste Inc.

WITNESS: Bonnie Rybak

PER: Kelly Lushko

WITNESS: _____

PER: _____

Town of Rimbey

PER: [Signature]

PER: Lori Hillis

**Schedule "A"
PRICE DETAIL SHEET**

BACK ALLEY WEEKLY MANUAL WASTE COLLECTION AND DISPOSAL

Pricing Table 1

Year	Residential Collection/Month	Annual Total
2016/2017	\$5,460.00	\$65,520.00
2017/2018	\$5,460.00	\$65,520.00
2018/2019	\$5,650.00	\$67,800.00
2019/2020	\$5,650.00	\$67,800.00
2020/2021	\$5,650.00	\$67,800.00

BI-WEEKLY BLUE BAG RECYCLING COLLECTION AND DISPOSAL

Pricing Table 3

Year	Residential Collection/Month	Annual Total
2016/2017	\$3,200.00	\$38,400.00
2017/2018	\$3,200.00	\$38,400.00
2018/2019	\$3,300.00	\$39,600.00
2019/2020	\$3,300.00	\$39,600.00
2020/2021	\$3,300.00	\$39,600.00

SCHEDULE "B"

TOWN OF RIMBEY SOLID WASTE MANAGEMENT BYLAW 865/11

(insert Town of Rimbey Solid Waste Management Bylaw 865/11)

Committee of the Whole
REQUEST FOR DECISION



Meeting: February 13, 2023
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Alberta Health Services Citizens Bus
Item For: Public Information -or- Closed Session

BACKGROUND:

Councillor Curle would like to discuss the Alberta Health Services Citizens Bus.

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

February 9, 2023
Date

ENDORSED BY:

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

February 9, 2023
Date