

TOWN OF RIMBEY

TOWN COUNCIL AGENDA

**AGENDA FOR REGULAR MEETING OF THE TOWN COUNCIL TO BE HELD ON MONDAY, SEPTEMBER 14, 2015 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING**

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1. **Call to Order Regular Council Meeting & Record of Attendance**
2. **Public Hearing - None**
3. **Agenda Approval and Additions** 1
4. **Minutes**
  - 4.1 Minutes of Regular Council Meeting August 24, 2015 ..... 2-10
  - 4.2 Minutes of Special Council Meeting September 9, 2015 ..... 11-12
5. **Delegations - None**  
**Bylaws**
  - 6.1 Bylaw 905/15 Fees Schedule ..... 13
  - 6.2 Bylaw 906/15 ATCO Gas and Pipelines Ltd Franchise Fee Renewal ..... 14-46
7. **New and Unfinished Business**
  - 7.1 Repurposing of Old Lodge ..... 47
  - 7.2 Debbie Bergeron – Donation Request ..... 48-50
  - 7.3 Joint Fire Quality Management Plan ..... 51-72
  - 7.4 Rimbey Junior Senior High School Graduation ..... 73-74
  - 7.5 Residential Spec Homes ..... 75-77
  - 7.6 Municipal Development Plan ..... 78-82
  - 7.7 Tagish Engineering Ltd. Project Status Updates to September 8/15 ..... 83-86
  - 7.8 Town of Rimbey Logo ..... 87-93
8. **Reports**
  - 8.1 Department Report-None
  - 8.2 Boards/Committee Reports - None
9. **Correspondence**
  - 9.1 None
10. **Open Forum** (Bylaw 894/14 – Council Procedural Bylaw #30 - The open forum shall be for a maximum total of twenty (20) minutes in length to allow members of the public present at the meeting to address Council regarding issues arising from the meeting in progress. No formal decision shall be made on any matter discussed with Council during the open forum session.)
11. **In- Camera**
  - 11.1 Legal (Pursuant to Division 2, Section 27(1) of the Freedom of Information and Protection Of Privacy Act.)
12. **Adjournment**

TOWN OF RIMBEY

TOWN COUNCIL

MINUTES OF THE REGULAR MEETING OF TOWN COUNCIL HELD ON  
MONDAY, AUGUST 24, 2015 IN THE COUNCIL CHAMBERS OF THE TOWN  
ADMINISTRATION BUILDING

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

Mayor Pankiw  
Councillor Godlonton  
Councillor Jaycox  
Councillor Payson  
Councillor Webb  
Interim Chief Administrative Officer – Donna Tona, CTS  
Municipal Intern - Michael Fitzsimmons  
Enforcement Services - Sgt. Kyle Koller  
Director of Community Services – Cindy Bowie  
Contract Development Officer – Liz Armitage  
Recording Secretary – Kathy Blakely

Absent:

Acting Chief Administrative Officer/Chief Financial Officer – Lori Hillis, CA  
Director of Public Works – Rick Schmidt

Public:

Treena Mielke, Rimbey Review  
Kemi Apanisile, Anna Lim - West Central Planning Agency  
Greg Smith – Tagish Engineering Services Ltd.  
Paul McLauchlin, Rimoka Housing Foundation Chairman/Ponoka County Reeve  
Stan Cummings – SJC Development Corporation  
Acting Detachment Commander Cst. Carmen Dutz – Delegation  
Mr. Craig Oliver - Delegation

19 members of the public

2. Public Hearing 2.1 Bylaw 903/15 Amendment to Land Use Bylaw - Rimoka Storm Water Pond Land Use Re-designation to MR.

Mayor Pankiw opened the Public hearing for Bylaw 903/15 Amendment to Land Use Bylaw - Rimoka Storm Water Pond Land Use Re-designation to MR.

Mayor Pankiw advised the purpose of Bylaw 903/15 is a Bylaw of the Town of Rimbey, in the Province of Alberta to amend Land Use Bylaw 762/04, where a portion of Plan 1423218, Block 1, Lot 1, with the Storm Water Pond to be re-designated from (IPU) Institution and Public Use to (MR) Municipal Reserve.

Mayor Pankiw requested confirmation of Notice of Public Hearing.

Development Officer Liz Armitage advised Council passed first reading of Bylaw 903/15 Rimoka Storm Water Pond at the Regular Council Meeting held July 27, 2015.

The Public Hearing for Bylaw 903/15 Rimoka Storm Water Pond was advertised for two (2) consecutive weeks August 11 and August 18, in the Rimbey Review. It was also advertised on the Town of Rimbey website and copies were available at the town office.

Notification to referral agencies was sent on August 4, 2015 with a request for written responses to be submitted by August 19, 2015.

Notification to adjacent landowners was sent on August 4, 2015 with a request for written responses to be submitted by August 19, 2015.

Mayor Pankiw requested a report from development services.

Mrs. Armitage advised Council the applicant, Rimoka Housing Foundation, has requested that the Town of Rimbey re-designate and subdivide the portion of Plan 1423218 Block 1 Lot 1 which will contain the storm water pond. These

lands are intended to provide the required municipal reserve for SJC Development and Rimoka Housing Foundation. This pond will be a “wet pond” in which it will retain a prescribed level of water that permits it to be an aesthetic and ecological feature for the Rimoka Development. Additionally, the wet pond to be built by Rimoka Housing Foundation will also provide the necessary storm water drainage required by the entire development area.

The applicant and town administration recommend that the portion of the land intended to be Municipal Reserve be formally re-designated to the Municipal Reserve land use.

Upon land use resignation the land will also be subdivided and the Municipal Reserve portion will be turned over to the Town.

Mayor Pankiw inquired if any written submissions had been received regarding Bylaw 903/15 Rimoka Storm Water Pond.

Mrs. Armitage indicated written submissions had been received from agencies and residents.

Agencies:

One written response was received by August 19<sup>th</sup> from Emergency Response and Preparedness regarding setback requirements. It appears to be a standard automatically generated response and it is not pertinent to this application. No additional written responses were submitted. Alberta Transportation indicated that they intend to submit their comments on August 24, 2015 to be read into the record at the Public Hearing.

Additional written responses from agencies:

Alberta Transportation – no objections

Atco Pipelines – no objection

Atco Gas – no objections, with conditions

Ponoka County – no objections

Residents:

Town administration has received 5 letter from the following residents:

Janet Boyarzin, August 14, 2015

Don and Jeannet Hoornaert, August 17, 2015

Alvin Johnson, August 17, 2015

Earl Giebelhaus. August 18, 2015

Penny Giebelhaus, August 18, 2015

Additionally, 1 phone call was received from Herb and Judith Grutterink on August 12, 2015.

She noted it appears most of the concerns are in regards to the design of the Rimoka Lodge and the Storm Water Pond, which are beyond the scope of the current bylaw.

Due to the nature of the concerns raised, administration has recommended that the applicant hold a public open house to present the design to residents of Rimbey.

Mayor Pankiw asked the gallery if there were any persons wishing to be heard regarding Bylaw 903/15 Rimoka Storm Water Pond.

Stacey Johnson – opposed. Ms. Johnson spoke at length regarding the size of the Municipal Reserve, Ponoka County’s purchase of the land and its cost, and the gifting of the Municipal Reserve back to the Town of Rimbey.

Mayor Pankiw invited Paul McLaughlin, Reeve of Ponoka County/Rimoka Housing Foundation Chairman to answer questions put forth by Ms. Johnson.

Development Officer Liz Armitage spoke on the amount of reserve required as stated by the MGA.

CAO Tona departed the Council Meeting at 7:41 pm.

CAO Tona returned to the Council Meeting at 7:42 pm.

Penny Giebelhaus – opposed. Mrs. Giebelhaus spoke regarding road development, design features of the water pond, exits to highway 53 and development agreements.

Earl Giebelhaus spoke to the responsibility of the developer to supply all the services for the development, his opinion on the pre-maturity of the bylaws and on a meeting held with Reeve McLaughlin. He indicated he is not opposed to the project however he would like to see it done right.

CAO Tona departed the Council Meeting at 7:50 pm.

CAO Tona returned to the Council Meeting at 7:51 pm.

Mr. Giebelhaus departed the Council Meeting at 7:51 pm.

Mayor Pankiw asked a second time if any persons wished to be heard regarding Bylaw 903/15 Rimoka Storm Water Pond.

Mayor Pankiw asked a third time if any persons wished to be heard regarding Bylaw 903/15 Rimoka Storm Water Pond.

Mayor Pankiw closed the public hearing of Bylaw 903/15 Amendment to Land Use Bylaw - Rimoka Storm Water Pond Land Use Re-designation to MR.

Mayor Pankiw recessed the Council Meeting at 7:52 pm.

8 members of the public departed the Council Meeting.

Mayor Pankiw reconvened the Council Meeting at 7:57 pm.

## 2.2 Bylaw 904/15 Municipal Reserve Subdivision

Mayor Pankiw opened the Public hearing for Bylaw 904/15 Municipal Reserve Subdivision.

Mayor Pankiw advised the purpose of Bylaw 904/15 Municipal Reserve Subdivision, is a Bylaw of the Town of Rimbey, in the Province of Alberta, to establish the Rimoka Municipal Reserve Subdivision. Bylaw 904/15 will subdivide the Municipal Reserve portion of plan 1423218, Block 1, Lot 1 resulting in the transfer of title of these lands to the Town of Rimbey to be designated as Municipal Reserve.

Mayor Pankiw requested confirmation of Notice of Public Hearing.

Development Officer Liz Armitage advised Council passed first reading of Bylaw 904/15 Municipal Reserve Subdivision at the Regular Council Meeting held July 27, 2015.

The Public Hearing for Bylaw 904/15 Municipal Reserve Subdivision was advertised for two (2) consecutive weeks August 11 and August 18, in the Rimbey Review. It was also advertised on the Town of Rimbey website and copies were available at the Town Office.

Notification to referral agencies was sent on August 4, 2015 with a request for written responses to be submitted by August 19, 2015.

Notification to adjacent landowners was sent on August 4, 2015 with a request for written responses to be submitted by August 19, 2015.

Mayor Pankiw requested a report from development services.

The applicant, Rimoka Housing Foundation, has requested that the Town of Rimbey re-designate and subdivide the portion of Plan 1423218 Block 1 Lot 1 which will contain the storm water pond. These lands are intended to provide the required municipal reserve for SJC Development and Rimoka Housing Foundation. This pond will be a “wet pond” in which it will retain a prescribed

level of water that permits it to be an aesthetic and ecological feature for the Rimoka Development and the entire community. Additionally, the wet pond to be built by Rimoka Housing Foundation will also provide the necessary storm water drainage required by the entire development area.

The applicant and town administration recommend that the portion of the land intended to be Municipal Reserve be formally subdivided in order to be turned over to the town. Upon subdivision approval the applicant will:

Undertake a legal survey to provide a boundary for Plan 1423218 Block 1 Lot 2 (The Pond)

Transfer the title of these lands to the town of Rimbey to be designated as Municipal Reserve

Typically subdivisions are subdivided through the specific subdivision process outlined in the Municipal Government Act and the Subdivision and Development Regulations. However, in the case of subdivisions pertaining to Municipal Reserve, MGA 665(1) permits for subdivision to occur by way of bylaw.

Mayor Pankiw inquired if any written submissions had been received regarding Bylaw 904/15 municipal Reserve Subdivision.

Mrs. Armitage indicated written submissions had been received from agencies and residents.

Agencies:

One written response was received by August 19<sup>th</sup> from Emergency Response and Preparedness regarding setback requirements. It appears to be a standard automatically generated response and it is not pertinent to this application. No additional written responses from agencies were submitted. Alberta Transportation indicated that they intend to submit their comments on August 24, 2015 to be read into the record at the Public Hearing.

Additional written responses received from agencies:

Alberta Transportation – no objections.

Atco Pipelines – no objections.

Atco Gas – no objections, with conditions

Ponoka County – no objections

Residents: (Town administration has received 5 letters from the following residents):

Janet Boyarzin, August 14, 2015

Don and Jeannet Hoornaert, August 17, 2015

Alvin Johnson, August 17, 2015

Earl Giebelhaus, August 18, 2015

Penny Giebelhaus, August 18, 2015

Additionally, 1 phone call was received from Herb and Judith Grutterink on August 12, 2015.

It appears that most of the concerns are in regards to the design of the Rimoka Lodge and the Storm Water pond, which are beyond the scope of the current bylaw.

Due to the nature of the concerns raised, administration has recommended that the applicant hold a public open house to present the design to residents of Rimbey.

Mayor Pankiw asked the gallery if there were any persons wishing to be heard regarding Bylaw 904/15 Municipal Reserve Subdivision.

Alvin Johnston spoke regarding Rimoka Housing Foundation being responsible for part of the roads. He inquired why the town wants it subdivided and the Municipal Reserve put into the Town's name. He inquired as to why not let Rimoka Housing Foundation maintain the pond.

Reeve Paul McLauchlin/Rimoka Housing Foundation Chairman replied to Mr. Johnston regarding the road to the Rimoka Lodge and recapped the order of operations. He reiterated there will be an open house regarding the lodge and the pond.

Mayor Pankiw asked a second time if any persons wished to be heard regarding Bylaw 904/15 Municipal Reserve Subdivision.

Mayor Pankiw asked a third time if any persons wished to be heard regarding Bylaw 904/15 Municipal Reserve Subdivision.

Mayor Pankiw closed the public hearing of Bylaw 904/15 Municipal Reserve Subdivision.

3. Adoption  
Agenda

of 3.1. August 24, 2015 Agenda

Motion 261/15

Moved by Councillor Jaycox to accept the agenda for August 24, 2015 Regular Council Meeting as presented.

CARRIED

Motion 262/15

Moved by Councillor Webb to extend the Council Meeting beyond the 90 minutes allocated for Council Meetings in the Council Procedural Bylaw 894/14.

CARRIED

4. Minutes

4.1 Minutes of Regular Council Meeting of July 27, 2015

4.2 Minutes of Special Council Meeting of July 29, 2015

Motion 263/15

Moved by Councillor Godlonton to accept the Minutes of the Regular Council Meeting of July 27, 2015, as presented.

CARRIED

Motion 264/15

Moved by Councillor Jaycox to accept the Minutes of the Special Council Meeting of July 29, 2015, as presented.

CARRIED

5. Delegation

5.1 New Rimbey RCMP Staff Sgt.(7.1)

Administration has invited the new Rimbey RCMP Acting Detachment Commander Cst. Carmen Dutz to attend the Council Meeting to welcome him to Rimbey and introduce him to Council.

Mayor Pankiw welcomed Acting Detachment Commander Cst. Carmen Dutz to the Council Meeting.

Cst. Dutz informed Council he has been on staff at the Rimbey detachment since July of 2015. He has been an RCMP Officer for 8 years, has a young family and lives in the Lacombe County.

Mayor Pankiw thanked Cst. Dutz for attending the Council Meeting.

Cst. Dutz departed the Council meeting at 8:16 pm.

5.2 Mr. Craig Oliver – Website Design (7.2)

Mayor Pankiw welcomed Mr. Oliver to the Council meeting.

Mr. Oliver presented to Council and the Gallery a second demonstration of the proposed new Town of Rimbey Website.

Mayor Pankiw thanked Mr. Oliver for his presentation.

Mr. Oliver departed the meeting at 8:35 pm.

2 members of the public departed the meeting at 8:36 pm.

Mr. Cummings departed the meeting at 8:36 pm.

Mr. Cummings returned to the meeting at 8:39 pm.

1 member of the public rejoined the meeting at 8:45 pm.

6. Bylaws

6.1 Bylaw 903/15 Amendment to Land Use Bylaw – Rimoka Storm Water Pond Land Use Re-designation to MR

Motion 265/15

Moved by Councillor Jaycox to give second reading to Bylaw 903/15 Amendment to Land Use Bylaw – Rimoka Storm Water Pond Land Use Re-designation to MR.

CARRIED

Motion 266/15

Moved by Councillor Payson to give third reading to Bylaw 903/15 Amendment to Land Use Bylaw - Rimoka Storm Water Pond Land Use Re-designation to MR.

CARRIED

6.2 Bylaw 904/15 Municipal Reserve Subdivision

Motion 267/15

Moved by Mayor Pankiw to give second reading to Bylaw 904/15 Municipal Reserve Subdivision.

CARRIED

Motion 268/15

Moved by Councillor Jaycox to give third reading to Bylaw 904/15 Municipal Reserve Subdivision.

CARRIED

7. New and Unfinished Business

7.1 New Rimbey RCMP Staff Sgt. (5.1)

Motion 269/15

Moved by Councillor Godlonton to accept the introduction of Acting Detachment Commander Cst. Carmen Dutz, as information.

CARRIED

7.2 Mr. Craig Oliver – Website Design (5.2)

Motion 270/15

Moved by Councillor Webb to accept the presentation on the new web site by Mr. Oliver, as information.

CARRIED

7.3 Tagish Engineering Ltd. Project Status Updates to August 11, 2015Motion 271/15

Moved by Councillor Godlonton accept the Tagish Engineering Ltd. Project Status Updates to August 11, 2015, as information.

CARRIED

7.4 Subdivision Application – 1530066 Alberta Ltd.Motion 272/15

Moved by Councillor Payson to approve the subdivision application from 1530066 Alberta Ltd with the following 6 conditions:

1. Engage an Alberta Land Surveyor to prepare a plan of subdivision to be registered at Land Titles Office based on the approved West Central Planning Agency drawing dated June 25th, 2015. On completion of the survey plan, the applicant's surveyor must submit the plan to West Central Planning Agency for endorsement.
2. The applicant shall enter into and comply with a development agreement, on terms satisfactory to the Town of Rimbey, for the purposes described in Section 655 of the *Municipal Government Act*, and including:
  - a. The provision of municipal services and utilities and the payment of related fees and levies.
  - b. All shallow services including but not exclusive to natural gas, power, and cable.
  - c. Create a new access to the proposed lot from 40th street.
3. If necessary, the applicant is to pay any outstanding offsite levies. Please contact the Town of Rimbey to arrange for payment of these fees.
4. Any outstanding taxes on the property are to be paid.
5. The applicant is to pay an endorsement fee of \$200 to West Central Planning Agency.
6. The applicant will ensure the setbacks comply with the Land Use Bylaw.

CARRIED

Kemi Apanisile and Ann Lim of West Central Planning Agency departed the meeting at 9:19 pm.

One member of the public departed the Council meeting at 9:19 pm.

Reeve Paul McLauchlin of Ponoka County/Rimoka Housing Foundation Chairman departed the Council meeting at 9:19 pm.

7.5 Fee Schedule RecommendationsMotion 273/15

Moved by Mayor Pankiw to have Administration prepare a new Fees for Services Bylaw, with the fees presented, include fees for subdivision, and present the new bylaw at the September 14, 2015 Regular Council Meeting.

CARRIED

## 8. Reports

8.1 Department Reports - None8.2 Boards/Committee Reports

8.2.1 Rimbey Business Sector Sustainability Advisory Committee Board Meeting Minutes of July 2, 2015

8.2.2 Beatty Heritage House Society Meeting Minutes of June 29, 2015

Motion 274/15

Moved by Councillor Webb, to accept the Rimbey Business Sector Sustainability Advisory Committee Board Meeting Minutes of July 2, 2015 and the Beatty Heritage House Society Meeting Minutes of June 29, 2015, as



information.

CARRIED

### 8.3 Council Reports

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

#### Motion 275/15

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

CARRIED

## 9. Correspondence Correspondence

9.1 Rimbey Municipal Library Board Annual Report 2014

#### Motion 276/15

Moved by Councillor Jaycox to accept the Rimbey Municipal Library Board Annual Report 2014, as information.

CARRIED

## 10. Open Forum

### 10.1 Open Forum

Mayor Pankiw asked if anyone wished to address Council.

No one from the gallery responded.

Mayor Pankiw recessed the Council meeting at 9:26 pm.

Mr. Cummings, one member of the public, Director of Community Services Cindy Bowie, Director of Enforcement Services Staff Sgt. Kyle Koller departed the Council meeting at 9:26 pm.

Mayor Pankiw reconvened the Council meeting at 9:30 pm.

## 11. In Camera

### **11.1 Land (Pursuant to Division 2, Section 24(1) of the Freedom of Information and Protection of Privacy Act)**

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

#### Motion 277/15

Moved by Councillor Webb the Council the meeting go in camera at 9:30 pm, pursuant to Division 2, Sections 24(1) and 17(2), of the Freedom of Information and Protection of Privacy Act, with all Council, Interim Chief Administrative Officer Donna Tona, Municipal Intern Michael Fitzsimmons, Contract Development Officer Liz Armitage, Greg Smith - Tagish Engineering Ltd, and Recording Secretary Kathy Blakely, to discuss land and personnel issues.

CARRIED

#### Motion 278/15

Moved by Councillor Jaycox the meeting reverts back to an open meeting at 10:25 pm.

CARRIED

Motion 279/15

Moved by Councillor Webb to accept, with regret, the resignation of Michelle Andrishak and Terry Von Hollen, from the Rimbey Business Sector Sustainability Advisory Committee.

CARRIED

Motion 280/15

Moved by Councillor Godlonton to appoint Derek Nordstrom as a Board Member of the Rimbey Business Sector Sustainability Advisory Committee, effective August 24, 2015.

CARRIED

12. Adjournment

Motion 281/15

Moved by Councillor Webb to adjourn the meeting.

CARRIED

Time of Adjournment:10:32 p.m.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ACTING CHIEF ADMINISTRATIVE OFFICER

TOWN OF RIMBEY

TOWN COUNCIL

MINUTES OF THE SPECIAL COUNCIL MEETING OF TOWN COUNCIL  
HELD ON WEDNESDAY SEPTEMBER 9, 2015 IN THE COUNCIL  
CHAMBERS OF THE TOWN ADMINISTRATION BUILDING

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1. Call to Order Mayor Pankiw called the meeting to order at 10:04 am, with the following in attendance:

Mayor Pankiw  
Councillor Godlonton  
Councillor Jaycox  
Councillor Webb  
Interim Chief Administrative Officer – Donna Tona, CTS  
Acting Chief Administrative Officer/Chief Financial Officer – Lori Hillis, CA  
Municipal Intern – Michael Fitzsimmons  
Recording Secretary – Kathy Blakely

Absent:

Public:  
Craig Oliver, Amazing Ideas Cloud Computing, Inc.

0 members of the public

2. Adoption of September 9, 2015 Special Council Meeting Agenda  
Agenda

Motion 282/15

Moved by Councillor Godlonton to accept the agenda for the Special Council Meeting of September 9, 2015 as presented.

CARRIED

3. New Unfinished Business and Website – Amazing Ideas Cloud Computing, Inc.

Councillor Webb departed the meeting at 10:25 am.  
Councillor Webb returned to the meeting at 10:38 am.

Motion 283/15

Moved by Councillor Jaycox to accept the presentation on the web site design as information.

CARRIED

4. In-Camera In Camera - Personnel (Pursuant to Division 2, Section 17(2) of the Freedom of Information and Protection of Privacy Act)

Motion 284/15

Moved by Councillor Godlonton the Special Council the meeting go in camera at 11:07 am, pursuant to Division 2, Section 17(2), of the Freedom of Information and Protection of Privacy Act, with all Council, Interim Chief Administrative Officer Donna Tona, Municipal Intern Michael Fitzsimmons, and Recording Secretary Kathy Blakely, to discuss personnel issues.

CARRIED

Motion 285/15

Moved by Councillor Webb the meeting reverts back to an open meeting at 11:28 am.

CARRIED

5. Adjournment

Adjournment

Motion 286/15

Moved by Councillor Jaycox to adjourn the meeting.




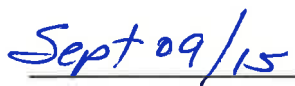
CARRIED

Time of Adjournment            11:29 am.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
ACTING CHIEF ADMINISTRATIVE OFFICER




<b>Council Agenda Item</b>	6.1
<b>Council Meeting Date</b>	September 14, 2015
<b>Subject</b>	Bylaw 905/15 Fees Schedule
<b>For Public Agenda</b>	Public Information
<b>Background</b>	Administration has been benchmarking and assembling a fee schedule that will combine fees from various bylaws into one concise bylaw.
<b>Discussion</b>	Due to the amount of information and bylaws the Town of Rimbey has with fees, Administration is requesting that first reading be moved to the next council meeting on September 28, 2015.
<b>Relevant Policy/Legislation</b>	N/A
<b>Options/Consequences</b>	None
<b>Desired Outcome(s)</b>	A fee schedule that is concise, easy to access and contains all of the relevant fees the Town of Rimbey has for the public to see.
<b>Financial Implications</b>	None
<b>Follow Up</b>	Bylaw 905/15 - Fee Schedule will be presented to Council on September 28, 2015.
<b>Attachments</b>	None
<b>Recommendation</b>	Administration recommends the Council table first reading of Bylaw 905/15 Fees for Services to September 28, 2015 Regular Council Meeting.
<b>Prepared By:</b>	 <hr/> Michael Fitzsimmons Municipal Intern
	 <hr/> Date
<b>Endorsed By:</b>	 <hr/> Donna Tona, CTS Interim Chief Administrative Officer
	 <hr/> Date



<b>Council Agenda Item</b>	6.2
<b>Council Meeting Date</b>	September 14, 2015
<b>Subject</b>	Bylaw 906/15 ATCO Gas and Pipelines Natural Gas Distribution Franchise Agreement
<b>For Public Agenda</b>	Public Information
<b>Background</b>	<p>ATCO Gas has been the Town of Rimbey's franchise Company since 1960. They have provided exemplary service with a representative right in the Town which is a great service level. As well, with one provider it provides for stability in the Town with respect to repairs, Locator services, advice, and support.</p> <p>ATCO provides core services to the Town including:</p> <ul style="list-style-type: none"> <li>• Delivery of Natural Gas in accordance with any and all regulations and tariffs;</li> <li>• Installation of all natural gas facilities required and service to customers;</li> <li>• Installation and provision of all necessary regulators and meters;</li> <li>• Collaboration with the Town's emergency response plan;</li> <li>• Provision 24 hrs. a day for investigation and safe leak response;</li> <li>• Qualified personnel;</li> <li>• Disbursements at their cost and a yearly visit for contract maintenance;</li> <li>• Annual report;</li> <li>• Outcome measures on system reliability, major outages, customer service loss time, customer satisfaction measurements, company-wide call centres and safety measures;</li> <li>• Annual report measuring number of sites billed, revenue, rate class, total gigajoules of consumption, franchise fee revenue</li> </ul>
<b>Discussion</b>	Administration has received the report from the corporate representatives at a face to face meeting and has provided the report at the Town Hall meeting in July.
<b>Relevant Policy/Legislation</b>	Legislation required by ATCO Gas to operate.
<b>Options/Consequences</b>	It is important that utility fees are self paying and not subsidized by the tax payer. They are considered a static tax, that being the rate-payer can control their personal usage and therefore control their costs.
<b>Desired Outcome(s)</b>	<p>That Council provide first reading and give consideration to second and third reading to Bylaw 906/15.</p> <p>That Council give consideration to an increase to 30% from 24% which is a 5% increase and freeze this amount at 30% until 2017 at which time increase it to maximum of 35% and provide Administration with direction to advise ATCO Gas of this decision.</p>
<b>Financial Implications</b>	<p>Currently at 24% the customer average fee is \$119.68. Franchise fee revenue at 24% is \$184,740.</p> <p>At 30% it will be 144.37 which includes taxes and fees with revenue at \$259,729.</p> <p>At 25% the increase will be 1% which will cost the rate payer approximately \$122.30 with revenue at \$220,037.</p> <p>If Council increases the franchise fees 1% Administration will recommend that another increase be passed in the 2017 budget year.</p>



TOWN OF RIMBEY REQUEST FOR DECISION

<b>Follow Up</b>	
<b>Attachments</b>	<ol style="list-style-type: none"> <li>1. ATCO Gas and Pipelines Limited Historic and Forecast Franchise Fee and Property Tax Information for the Town of Rimbey</li> <li>2. Natural Gas Distribution System Franchise Agreement</li> </ol>
<b>Recommendation</b>	<p>Administration recommends Council give first reading to Bylaw 906/15 ATCO Gas and Pipelines Natural Gas Distribution System Franchise Agreement and provide Administration with direction to advise ATCO Gas and Pipelines Natural Gas Distribution regarding the franchise fee.</p>
<b>Prepared By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;">               Donna Tona, CTS              Interim Chief Administrative Officer           </div> <div style="text-align: right;"> <u>September 09, 2015</u>              Date           </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;"> <u>Donna Tona as per signature</u>              Donna Tona, CTS              Interim Chief Administrative Officer           </div> <div style="text-align: right;"> <u>September 09, 2015</u>              Date           </div> </div>

**ATCO GAS AND PIPELINES LIMITED**  
**Historic and Forecast Franchise Fee and Property Tax Information for The Town of Rimbey**

<b>Historic Information</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>Six Year Average</b>
Franchise Fees - Current Method 24.00% Method A	\$149,229	\$166,900	\$161,444	\$153,801	\$186,144	\$184,740	\$167,043
Annual Fees - Average Residential Customer Using 120 GJ's per Year	\$105.41	\$114.89	\$110.27	\$106.76	\$120.18	\$119.68	\$112.86
Company Delivery Revenue	\$621,788	\$695,417	\$672,683	\$640,838	\$775,600	\$769,750	

**Forecast Information**

Franchise Fee Method "A" %	Forecast 2015 Annual Fee Total (\$)	Estimated 2015 Property Tax Total (\$)	Forecast 2015 Annual Fee+Tax Total (\$)	Forecast 2015 Annual Fee Average Residential (\$)	Forecast 2015 Annual Tax Average Residential (\$)	Forecast 2015 Annual Fee+Tax Average Residential (\$)	Forecast 2015 Company Delivery Revenue (\$)	Forecast 2015 Average Residential Delivery Revenue
5%	\$39,693	\$21,572	\$61,265	\$22.06	\$11.99	\$34.05	\$793,857	\$441.25
15%	\$119,079	\$21,572	\$140,651	\$66.19	\$11.99	\$78.18		
20%	\$158,771	\$21,572	\$180,344	\$88.25	\$11.99	\$100.24		
25%	\$198,464	\$21,572	\$220,037	\$110.31	\$11.99	\$122.30		
30%	\$238,157	\$21,572	\$259,729	\$132.38	\$11.99	\$144.37		
35%	\$277,850	\$21,572	\$299,422	\$154.44	\$11.99	\$166.43		

**Estimated Property Tax Percent                    2.72%**

Franchise Fee Description  
Method "A" Franchise Fee Percent is applied to Company Delivery Revenue.

June 1, 2015



**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

**2015**

**BETWEEN:**

**TOWN OF RIMBEY**

**- AND -**

**ATCO GAS AND PIPELINES LTD.**

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**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

BETWEEN

**TOWN OF RIMBEY**, a municipality located in the Province of Alberta (the "**Municipality**")

OF THE FIRST PART

– and –

**ATCO GAS AND PIPELINES LTD.**, a corporation having its head office at the City of Edmonton, in the Province of Alberta (the "**Company**")

OF THE SECOND PART

WHEREAS by Agreement dated March 14, 1960 made between the Company and the Municipality a franchise was granted to the Company to supply natural gas to the Municipality and its inhabitants, for a period of twenty (20) years;

WHEREAS by Agreement dated May 26, 1980 the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated March 18, 1982 the Agreement was amended;

WHEREAS by Agreement dated July 25, 1991 the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated February 24, 2004 the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS the Municipality desires to grant and the Company, collectively the "Parties", desires to obtain an exclusive franchise to provide Natural Gas Distribution Service within the Municipal Service Area on the terms and conditions herein contained;

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

**1) Definitions and Interpretation**

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

- a) "Agreement" means this Natural Gas Distribution System Franchise Agreement;

- b) “Alternative Course of Action” shall have the meaning set out in paragraph 14 (c);
- c) “Commission” means the Alberta Utilities Commission (AUC) as established under the Alberta Utilities Commission Act (Alberta);
- d) “Company” means the Party of the second part to this Agreement and includes its successors and permitted assigns;
- e) “Construct” means constructing, reconstructing, upgrading, extending, relocating, or removing any part of the Natural Gas Distribution System;
- f) “Consumer” or “Consumers” as the text may require, means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Natural Gas Distribution Service by the Company pursuant to the Company’s Delivery Tariff;
- g) “Core Services” means all those services set forth in Schedule “A” of this Agreement;
- h) “Delivery Tariff” means the rates and Terms and Conditions of service approved by the Commission from time to time on an interim or final basis, as the case may be, for the Company to deliver Natural Gas to the Consumer;
- i) “Electronic Format” means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- j) “Extra Services” means those services set forth in Schedule “B” that are requested by the Municipality for itself or on behalf of its citizens and provided by the Company in accordance with paragraph 7 of this Agreement;
- k) “GUA” means the Gas Utilities Act (Alberta);
- l) “Intended Time Frame” shall have the meaning set out in paragraph 14 (c);
- m) “Maintain” means to maintain and keep in good repair any part of the Natural Gas Distribution System;
- n) “Major Work” means any Work to Construct or Maintain the Distribution System that costs more than One Hundred Thousand (\$100,000.00) Dollars;
- o) “MGA” means the Municipal Government Act (Alberta);
- p) “Modified Plans” shall have the meaning set out in paragraph 14 (c)(ii);

- q) "Municipality" means the Party of the first part to this Agreement;
- r) "Municipal Compensation" shall have the meaning set out in paragraph 20;
- s) "Municipal Service Area" means the geographical area within the legal boundaries of the Municipality where the Company has been granted rights hereunder in connection with, among other matters, Natural Gas Distribution Service, as altered from time to time;
- t) "Municipal Property" means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- u) "Natural Gas" means a combustible mixture of hydrocarbon gases;
- v) "Natural Gas Distribution Service" means the delivery of Natural Gas in accordance with the Company's Delivery Tariff;
- w) "Natural Gas Distribution System" means any facilities owned by the Company which are used to provide Natural Gas Distribution Service within the Municipal Service Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Service Area and includes any Natural Gas transmission lines owned by the Company within the Municipal Service Area;
- x) "NOVA Gas Transmission Ltd. (NGTL)" means NGTL and its successors, as applicable, for purposes of paragraph 5 g) of this Agreement. For greater certainty, the provisions of paragraph 5 g) may only apply in relation to franchises held by ATCO;
- y) "Operate" means to operate the Natural Gas Distribution System, or to interrupt or restore service in any part of the Natural Gas Distribution System, in a safe and reliable manner;
- z) "Party" means any party to this Agreement and "Parties" means all of the parties to this Agreement;
- aa) "Plans and Specifications" means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuance of any approval that may be required under this Agreement;
- bb) "Term" means the term of this Agreement set out in paragraph 2;
- cc) "Terms and Conditions" means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;

dd) "Work" means any work to Construct or Maintain the Natural Gas Distribution System; and

ee) "Work Around Procedures" shall have the meaning set out in paragraph 14 (c)(ii).

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

## 2) Term

a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:

i. \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ ; and

ii. the first (1<sup>st</sup>) business day after both of the following have occurred:

A. the Commission has approved and acknowledged this Agreement; and

B. Council of the Municipality has passed third reading of the applicable adopting bylaw.

b) This Agreement will expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

## 3) Expiry of Term of Agreement

a) Provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Term of its intention to negotiate a new franchise agreement, at any time following the expiration of the Term, and if the Municipality has not provided written notice to the Company to exercise its rights to purchase the Natural Gas Distribution System, either Party may submit any items in dispute pertaining to a new franchise agreement to binding arbitration

by the Commission.

- b) Subject to subparagraph 3c) of this Agreement, upon expiry of the Term, this Agreement will continue in effect pursuant to the provisions of the MGA.
- c) Commencing one (1) year following the expiration of the Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph 3a), or the Municipality has given written notice to purchase the Natural Gas Distribution System, this Agreement will be amended to provide the following:
  - i) Fifty percent (50%) of the franchise fee otherwise payable under this Agreement to the Municipality will be held back and deposited in trust in an interest bearing trust account by the Company, for the sole benefit of the Municipality. The trust money along with all accumulated interest will be paid to the Municipality immediately upon execution of another Natural Gas Franchise Agreement with the Company, or if the Municipality purchases the Natural Gas Distribution System, or if the Company transfers or sells the Natural Gas Distribution System, or upon further Order of the Commission.
- d) In the event a franchise agreement template is approved by the Commission during the Term of this Agreement and the provisions are materially different from the provisions of this Agreement, the Parties may, by agreement in writing, amend this Agreement to conform to such franchise agreement template.

#### **4) Grant of Franchise**

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area to:
  - i. provide Natural Gas Distribution Service;
  - ii. Construct, Operate, and Maintain the Natural Gas Distribution System; and
  - iii. use portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas Distribution Service or to Construct, Operate and Maintain the Natural Gas Distribution System.
- b) Subject to subparagraph 4c) , and to the terms and conditions hereof, the Municipality agrees it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any natural gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas distribution service or to Construct, Operate and Maintain a

Natural Gas distribution system, for the purpose of delivering Natural Gas in the Municipal Service Area for Consumers, so long as the Company delivers the Consumers' requirements of Natural Gas.

c) The Company agrees to:

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

## 5) Franchise Fee

a) Calculation of Franchise Fee

In consideration of the rights granted pursuant to paragraph 4 and the mutual covenants herein and subject to Commission approval the Company agrees to collect from Consumers and pay to the Municipality a franchise fee. The Parties agree s. 360(4) of the *MGA*, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge, demand charge, but excluding the cost of Natural Gas (being the calculated revenues from the Natural Gas cost recovery rate rider or the deemed cost of Natural Gas and Natural Gas supply related riders) in that year for Natural Gas Distribution Service within the Municipal Service Area.

For the first (1<sup>st</sup>) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be percent (        %).

By no later than September 1<sup>st</sup> of each year, the Company will:

- i. advise the Municipality in writing of the total revenues that were derived from the Delivery Tariff within the Municipal Service Area for the prior calendar



year; and

- ii. with the Municipality's assistance, provide in writing an estimate of total revenues to be derived from the Delivery Tariff within the Municipal Service Area for the next calendar year.

b) Adjustment to the Franchise Fee

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

If the Municipality wishes to amend the franchise fee percentage, then the Municipality will, no later than November 1<sup>st</sup> in any year of the Term, advise the Company in writing of the franchise fee percentage to be charged for the following calendar year. Upon receipt of notice, the Company will work with the Municipality to ensure all regulatory requirements are satisfied on a timely basis and agrees to use best efforts to obtain approval from the Commission for implementation of the proposed franchise fee percentage as and from January 1<sup>st</sup> of the following calendar year.

If the Municipality provides written notice at any other time with respect to a franchise fee change, the Company will implement the new franchise fee percentage as soon as reasonably possible.

c) Notice to Change Franchise Fee

Prior to implementing any change to the franchise fee, the Municipality will notify its intent to change the level of the franchise fee and the resulting effect such change will have on an average residential Consumer's annual Natural Gas bill through publication of a notice once in the newspaper with the widest circulation in the Municipal Service Area at least forty five (45) days prior to implementing the revised franchise fee. A copy of the published notice will be filed with the Commission.

d) Payment of Franchise Fee

The Company will pay the Municipality the franchise fee amount billed to Consumers on a monthly basis within forty-five (45) days after billing Consumers.

e) Franchise Fee Cap

The franchise fee percentage will not at any time exceed thirty five percent (35%) without prior Commission approval.

f) Reporting Considerations

Upon request, the Company will provide to the Municipality, along with payment of the franchise fee amount information on the total Delivery Tariff billed, the franchise fee percentage applied, and the derived franchise fee amount used by the Company to verify the payment of the franchise fee amount as calculated under this paragraph 5.

g) **Franchise Fees Collected from NOVA Gas Transmission Ltd. Customers**

In the event certain customers in the Municipal Service Area connected to the Company's Natural Gas Distribution System are customers of the NOVA Gas Transmission Ltd. (NGTL), a franchise fee will be collected from such customers by NGTL in accordance with NGTL's applicable tariff and such franchise fee once remitted to the Company will be aggregated with the franchise fee as calculated in paragraph 5 a) to be dealt with in accordance with paragraph 5 d).

**6) Core Services**

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

**7) Provision of Extra Services**

Subject to an agreement being reached, the Company agrees to provide to the Municipality the Extra Services, if any, set forth in Schedule "B", as requested by the Municipality from time to time. The Company is entitled to receive from the Municipality a reasonable amount for full compensation for the provision of the Extra Services in accordance with Schedule "B". The Company and the Municipality may amend Schedule "B" from time to time upon mutual agreement.

Any breach by the Company in connection with the provision of any Extra Services contained in this Agreement will not constitute a breach of a material provision of this Agreement for the purposes of paragraph 9.

**8) Municipal Taxes**

Amounts payable to the Municipality pursuant to this Agreement will be (without duplication) in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment.

**9) Right to Terminate on Default**

In the event either Party breaches any material provision of this Agreement, the other

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

#### **10) Sale of Natural Gas Distribution System**

Upon the expiration of the Term of this Agreement or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction the Municipality may, subject to the approval of the Commission under Section 47 of the MGA:

- i. exercise its right to require the Company to sell to it the Natural Gas Distribution System within the Municipal Service Area pursuant to the provisions of the MGA, where applicable; or
- ii. if such right to require the Company to sell the Natural Gas Distribution System is either not applicable or has been repealed, require the Company to sell to it the Natural Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters will be referred to the Commission for determination.

#### **11) Provision of Detailed Plans and Equipment**

##### **a) Detailed Plans**

The Company agrees to provide to the Municipality for the Municipality's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and alignments of the Natural Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in Electronic Format, where available, together with as many prints of the overall Natural Gas Distribution System as the Municipality may reasonably require. These plans and plan sheets will be updated by the Company on at least an annual basis.

The Municipality will, upon reasonable request, provide to the Company any subdivision development plans of the Municipality in hard copy and in Electronic Format, where available. The subdivision development plans are provided to the Company for the sole purpose of assisting the Company in delivering Natural Gas to the Consumer.

b) Provision of Equipment

The Company agrees to provide the Municipality's fire department with the equipment necessary for the operation of curb boxes and service valves. In case of fire, the service valves may be turned off by the fire department if they reach a fire before the Company's representative. The Municipality will notify one of the Company's representatives of fires which may affect the Natural Gas Distribution System and/or the operations thereof as quickly as reasonably possible or, in the event they cannot reach a Company representative, the Municipality will advise the Company's standby personnel of such fires. The Company will ensure its representatives reasonably cooperate with the Municipality in preventing, controlling and investigating fires involving or affecting the Natural Gas Distribution System.

**12) Right of First Refusal to Purchase**

- a) If during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of, or purchase the Natural Gas Distribution System within the Municipal Service Area, which the Company is willing to accept, then the Company will promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality will during the next one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase the Natural Gas Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.

Notwithstanding the foregoing, in the event the Municipality fails or refuses to exercise its right of first refusal, the Municipality will retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 20 below. For the purposes of this paragraph 12, "operate, take control" will not be construed as including the subcontracting by the Company of only some portions of its operations where the Company continues to be responsible for the performance of this entire Agreement;

- b) If the Municipality does not exercise its right of first refusal and the said bona fide offer the Company is willing to accept does not proceed to closure, the Municipality retains its right of first refusal on any other offer.
- c) This right of first refusal applies where the offer pertains only to the entire Natural Gas Distribution System. The right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal will be of no force and effect and will not apply.
- d) Where the Municipality exercises its rights to purchase the Natural Gas Distribution System from the Company and thereby acquires the Natural Gas Distribution System, the Municipality agrees, should it no longer wish to own the Natural Gas Distribution System within five (5) years after it acquires the said system and the Municipality

receives any bona fide offer from an arms-length third party to purchase the Natural Gas Distribution System, which it is willing to accept, then it will promptly give written notice to the Company of the terms and conditions of such offer. The Company will during the next one hundred and twenty (120) days have the first right of refusal to purchase the Natural Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer.

- e) The Municipality's right of first refusal will not apply where the Company has agreed to transfer the Natural Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:
  - i. the third party utility can demonstrate to the reasonable satisfaction of the Municipality that it meets the necessary technical and financial requirements to own and operate the Natural Gas Distribution System;
  - ii. the only consideration that will be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Natural Gas Distribution System;
  - iii. there is no adverse impact to the Municipality resulting from the transfer and exchange above referenced as determined by the Commission;
  - iv. the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the transfer and exchange; and
  - v. full compensation is paid to the Municipality for all reasonable costs including administrative and legal costs incurred by the Municipality in ensuring all of the conditions i) through iv) above are satisfied.

### **13) Construction and/or Maintenance of Natural Gas Distribution System**

#### **a) Municipal Approval**

Before undertaking any Major Work, or in any case in which the Municipality specifically requests any Major Work, the Company will submit to and obtain the written approval from the Municipality, or its authorized officers, of the Plans and Specifications for the proposed Major Work and its location. Approval by the Municipality granted in accordance with this paragraph will be limited to an approval of the location and alignment of the Major Work only, and will not signify approval of the structural design or the ability of the work to perform the function for which it was intended.

Prior to commencing the Work, the Company will obtain such other applicable permits as are required by the Municipality. The Company will notify the Municipality of all Work done within the Municipal Service Area prior to commencing the Work where

reasonably practicable. However, only Major Work is subject to a formal approval process.

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

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

b) Restoration of Municipal Property

The Company agrees when it or any agent employed by it undertakes any Work on any Municipal Property, the Company will complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, and unless otherwise agreed to by the Parties, the Company will forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear and to the satisfaction of the Municipality acting reasonably.

The Company will, where reasonably practicable and prudent, locate its pipelines and related equipment in lanes and alleys rather than in the streets and main thoroughfares.

The Company further covenants it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Natural Gas Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company will use commercially reasonable efforts to not interfere with existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipality Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it will cause such damage to be repaired at its own cost.

Upon default by the Company or its agent to repair damage caused to Municipal Property as set out above, the Municipality may provide written notice to the Company to remedy the default. If the default is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using best efforts on a commercially reasonable basis

to remedy the default, the Municipality may undertake such repair work and the Company will be liable for the reasonable costs thereof.

c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Natural Gas Distribution System are of an urgent nature where the operation or reliability of the Natural Gas Distribution System is materially compromised or potentially materially compromised, the Company will be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the Municipality and, unless otherwise specified by the Municipality, the Company will provide notice to the Municipality as soon as practicable and, in any event, no later than seventy-two (72) hours after the repairs are commenced.

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

Following completion of the Major Work, the Company will provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format, where available and upon request, the Company will provide the Municipality with a hard copy of the materials within three (3) months of the request. The Company will provide the Municipality with copies of any other revised Plans and Specifications as reasonably requested by the Municipality. For the purposes of this paragraph and paragraph 11, the Company may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

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

f) Approvals

Where any approvals are required to be obtained from either Party under this

paragraph, such approvals will not be unreasonably withheld.

The Company will ensure all Work is performed in accordance with the requirements of all applicable legislation, rules and regulations. The Company will immediately notify the Municipality of any lien, claim of lien or other action of which it has or reasonably should have knowledge, and will cause the same to be removed within thirty (30) days (or such additional time as the Municipality may allow in writing), failing which the Municipality may take such action as it reasonably deems necessary to remove the same and the entire cost thereof will be immediately due and payable by the Company to the Municipality.

#### **14) Responsibilities For Cost of Relocations**

- a) Upon receipt of one (1) year's notice from the Municipality, the Company will, at its own expense, relocate to Municipal Property such part of the Natural Gas Distribution System that is located on Municipal Property as may be reasonably required by the Municipality due to planned municipal construction. In order to encourage the orderly development of Municipal facilities and the Natural Gas Distribution System, the Municipality and the Company agree they will meet regularly to:
  - i. review the long-term facility plans of the Municipality and the Company; and
  - ii. determine the time requirements and costs for final design specifications for each relocation. Providing the Municipality is not the developer requesting the relocation for commercial or residential resale to third parties, the Company will bear the expenses of the required relocation.
- b) Notwithstanding the foregoing, the Company will not be required to move any part of the Natural Gas Distribution System after receipt of notice from the Municipality in accordance with this paragraph where:
  - i. the Company has illustrated to the satisfaction of the Municipality, acting reasonably, an appropriate Alternative Course of Action is available;
  - ii.
  - iii. the Municipality has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and
  - iv.
  - v. the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure the Municipality will be left with sufficient time to complete the said planned municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Company utilizing the Alternative Course of Action).
- c) For the purposes of this paragraph 14, the term "Alternative Course of Action" will



mean any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the Municipality may incur and which the Company will be required to pay in accordance with this paragraph 14 and "Intended Time Frame" will mean the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Natural Gas Distribution System in accordance with this paragraph 14.

If the Municipality agrees to permit the Company to utilize an Alternative Course of Action, the Company will pay any and all costs incurred in carrying out the Alternative Course of Action and will pay on demand to the Municipality (on a full indemnity basis) any and all costs incurred by the Municipality:

- i. in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the Municipality;
- ii. in modifying any plans the Municipality may have prepared in respect of the said municipal construction ("Modified Plans") or in preparing or developing plans and procedures ("Work Around Procedures") to work around the Natural Gas Distribution System or any improvement, thing, or component utilized by the Company in effecting the Alternative Course of Action; and
- iii. in the course of conducting the said planned municipal construction where such costs would not have been incurred by the Municipality if the Company had relocated the Natural Gas Distribution System in accordance with this paragraph 14 (including any reasonable additional cost the Municipality may incur in completing the said municipal construction in accordance with the Modified Plans or in effecting any Work Around Procedures).

d) The following example illustrates the intended application of the foregoing provisions:

Where:

- i. The Municipality requires the Company to move a Natural Gas line so the Municipality can replace its own sewer lines. The cost of moving the Natural Gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the Natural Gas line is \$40,000;
- ii. The Company proposes to simply brace the Natural Gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;
- iii. As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the

Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000); the Company is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of \$3,000 to the Company).

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

If the Company fails to complete the relocation of the Natural Gas Distribution System or fails to repair or do anything else required by the Company pursuant to this subparagraph without valid justification and in a timely and expeditious manner to the satisfaction of the Municipality's representative, acting reasonably, the Municipality may, but is not obligated to, complete such relocation or repair and the Company will pay the reasonable costs of such relocation or repair forthwith to the Municipality. If the Municipality chooses to complete such relocation or repair the Municipality will ensure such work is completed using the Company's design specifications and standards, as provided by the Company, including the use of good and safe operating practices.

The Municipality is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Natural Gas Distribution System which may occur during its installation, maintenance or removal by the Company, nor is the Municipality liable to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company including claims for loss of revenue or loss of profits, on account of the actions of the Municipality, its agents or employees, working in, under, over, along, upon and across its highways and rights-of- ways or other Municipal Property other than direct loss or damage to the Company caused by the negligence or willful misconduct of the Municipality, its agents or employees.

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

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

#### **15) Natural Gas Distribution System Expansion**

Subject to the Terms and Conditions, and at no cost to the Municipality unless otherwise provided for under the Terms and Conditions, the Company will, on a timely basis, use its best efforts on a commercially reasonable basis to meet the Natural Gas Distribution System expansion requests of the Municipality or a Consumer and provide the requisite facilities for connections for new Consumers to the Natural Gas Distribution System.

**16) Increase in Municipal Boundaries**

Where the Municipality increases its geographical area, through annexation or amalgamation, as understood under the MGA, by the greater of 640 acres and twenty five (25%) percent of the current area or more, the Municipality will have the option to:

- a) terminate this Agreement provided the Municipality gives notice in writing to the Company of its intention to do so; or
- b) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or amalgamation as understood under the MGA, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

**17) Joint Use of Municipal Rights-of-Way**

- a) Municipal Use

The Municipality will upon written notice to the Company have, for any reasonable municipal purpose, the right to make use of any municipal rights-of-way granted to the Company by the Municipality, provided such use complies with good and safe operating practices, as determined by the Company acting reasonably, applicable legislation, and does not unreasonably interfere with the Company's use thereof, at no charge to the Municipality. The Municipality is responsible for its own costs and any necessary and reasonable costs incurred by the Company including the costs of any alterations that may be required in using municipal rights-of-way.

- b) Third Party Use and Notice

If any third party, including other utilities, desire to jointly use the municipal rights-of-way, the Company agrees it will not grant the third party joint use except in accordance with this paragraph, or unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees the following procedure will be used in granting permission to third parties desiring joint use of the municipal rights-of-way:

- i. first, the third party will be directed to approach the Company to initially request conditional approval from the Company to use that part of the municipal rights-of-way it seeks to use;
- ii. second, upon receiving written conditional approval from the Company, the third

party will be directed to approach the Municipality to obtain its written approval to jointly use that part of the municipal rights-of-way. As a condition of granting its consent, the Municipality may require such third party enter into an agreement with the Municipality, and such agreement may require such third party pay compensation to the Municipality; and

- iii. third, upon receiving written conditional approval from the Municipality, the third party will be directed to obtain final written approval from the Company to jointly use that part of the municipal rights-of-way. Once a joint use agreement has been entered into between the Company and the third party, it will not be subsequently amended without the written consent of the Municipality (which consent will not be unreasonably withheld).

c) Cooperation

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the municipal rights-of-way located on Municipal Property.

d) Payment

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

The compensation paid or to be paid by such third party to the Company for the joint use of any portion of the municipal rights-of-way will be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality's right to intervene in any related regulatory proceeding.

e) Provision of Agreements

Upon reasonable request by the Municipality, copies of these agreements will be updated by the Company and provided to the Municipality at no cost to the Municipality.

**18) Municipality as a Retailer**

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

## 19) Reciprocal Indemnification and Liability

- a) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
  - i. any breach by the Company of any of the provisions of this Agreement; or
  - ii. the negligence or willful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- b) The Municipality will indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:
  - i. any breach by the Municipality of any of the provisions of this Agreement; or
  - ii. the negligence or willful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the Municipality.
- c) Notwithstanding anything to the contrary herein contained, in no event will the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

## 20) Assignment

In the event the Company agrees to sell the Natural Gas Distribution System to a third party purchaser, the Company will comply with paragraph 10 above. In addition, the Company will request the third party purchaser confirm in writing it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the Municipality with reasonable prior written notice of a sale of the Natural Gas Distribution System to a third party purchaser. The Parties will thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of the Agreement, and the compensation payable to the Municipality for all costs including administrative and legal costs relating to providing its written consent to the Assignment (“Municipal Compensation”).

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees the Municipality may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the Municipality, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the Municipality’s concern.

Should the Municipality not reply within the thirty (30) day period, it is agreed the Municipality will be deemed to have consented to the assignment. The Company further agrees when it applies to the Commission for approval of the sale, it will include in the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality will have the right to make its own submissions to the Commission.

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

Where the Commission approves such sale of the Natural Gas Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement and the payment of the Municipal Compensation for its consent to the Assignment subject to Commission approval, the Company will be released from all its liabilities and obligations thereunder.

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

liable.

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, will provide written notice to the Municipality indicating it will assume all liabilities and obligations of the Company under this Agreement.

Any disputes arising under the operation of this paragraph will be submitted to the Commission for determination.

## 21) Notices

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

To the Company:

ATCO GAS AND PIPELINES LTD.  
Attention: Senior Director, North District Operations  
240 Portage Close  
Sherwood Park, Alberta T8H-2R6  
-----  
Phone (780) 420-7573 Fax (780) 420-5565

To the Municipality:

TOWN OF RIMBEY  
Attention: Chief Administrative Officer  
PO Box 350  
Rimbey, Alberta T0C-2J0  
-----  
Phone (403) 843-2113 Fax (403) 843-6599

- b) The date of receipt of any such notice as given above, will be deemed to be as follows:
- i. In the case of personal service, the date of service;
  - ii. In the case of registered mail, the seventh (7th) business day following the date of delivery to the Post Office, provided, however, in the event of an interruption of normal mail service, receipt will be deemed to be the seventh (7th) day following the date on which normal service is restored; or
  - iii. In the case of delivery in Electronic Format, the date the notice was actually received by the recipient or, if not a business day, then the next business day.

**22) Interruptions or Discontinuance of Delivery Service**

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

- a) Where the Company is required to effect necessary repairs or changes to the Natural Gas Distribution System;
- b) On account of or to prevent fraud or abuse of the Natural Gas Distribution System;
- c) On account of defective aspects of the Natural Gas Distribution Systems which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where required, under the Terms and Conditions, due to a Consumer's non-payment of Natural Gas bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Natural Gas Distribution Service, it will notify the Municipality in writing as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Natural Gas Distribution Service, the Company will provide notice (in a format acceptable to the Municipality) as soon as is practicable in the circumstances.

**23) Dispute Settlement**

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

The Parties will attempt to appoint a mutually satisfactory arbitrator within ten (10) business days of the said notice. In the event the Parties cannot agree on a single



arbitrator within the ten (10) business days, the dispute will be forwarded to the Commission for resolution or determination.

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the dispute resolved by an arbitration panel in accordance with the following procedure.

Each Party will appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators will, together, appoint a third arbitrator within twenty-five (25) business days of written notice for arbitration. The dispute will be heard by the arbitration panel within forty-five (45) business days of the written notice for arbitration unless extended by mutual agreement between the Parties. The arbitration panel will render a decision within twenty (20) business days of the last day of the hearing.

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

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

#### **24) Application of Water, Gas and Electric Companies Act**

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

#### **25) Force Majeure**

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

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

**26) Terms and Conditions**

The Terms and Conditions applicable to the Company and approved by the Commission, as revised or amended from time to time by the Commission, will apply to the Municipality. Nothing in this Agreement is intended to supersede the Terms and Conditions.

**27) Not Exclusive Against Her Majesty**

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

**28) Severability**

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

**29) Amendments**

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

**30) Waiver**

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect

of any default, breach or non- observance or by anything done or omitted to be done by the other Party.

The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

**31) Confidentiality**

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

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

**(Municipality)**

PER: \_\_\_\_\_

PER: \_\_\_\_\_

**(Company)**

PER: \_\_\_\_\_

PER: \_\_\_\_\_

## SCHEDULE "A" Core Services

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

- 1) The Company will deliver Natural Gas to the Consumers in accordance with the Company's Terms and Conditions, the Company's Distribution Tariff, the GUA, any regulations thereto, and any Commission orders and decisions.
- 2) The Company will install all Natural Gas facilities required to provide service to the Consumers in accordance with all applicable regulations, codes, applicable standards and common industry practices.
- 3) As required by legislation, the Company will provide and install all necessary regulators and meters necessary for measuring the Natural Gas supplied to each Consumer.
- 4) The Company agrees to collaborate with the Municipality's emergency response services in an effort to mutually develop emergency response procedures relating to Natural Gas emergencies.
- 5) The Company will provide personnel twenty-four (24) hours a day to investigate and make safe any suspected gas leak inside or outside the Consumer's premises.
- 6) The Company will utilize the services of qualified personnel for designing all Natural Gas facilities to satisfy all applicable regulatory codes and standards, preparing necessary work order plans and monitoring the distribution network pressures to ensure the Company's facilities will satisfy the Consumer's current and future Natural Gas delivery requirements.
- 7) The Company will provide to the Municipality, on request, copies of any and all Natural Gas Distribution Service related written or electronic, where available information or reports required to be filed with the Commission by the Company.
- 8) The Company will provide to the Municipality, upon request and to the extent the information is available, an annual report on the following standards:
  - a) **System Reliability** - will be measured by:
    - i. The number of major outages resulting in a loss of service to Consumers;
    - ii. The number of Consumers affected by each major outage; and
    - iii. The duration of each major outage.
  - b) **Consumer Satisfaction** - will be measured by:
    - i. Company-wide call centre targets and statistics (wait times, abandoned calls, call

volumes, etc.); and

ii. any Consumer complaints received by the Commission.

c) **Public Safety** - will be measured by:

i. the number of customer injuries and/or damages due to Natural Gas Distribution System failure;

ii. the number of line hits per total locates completed;

iii. the number of line hits as a result of inaccurate locates;

iv. the percentage of the area of the Municipality surveyed for leaks and yearly cathodic protection measures;

v. the number and nature of calls received from the Municipality and any of its Municipal agencies (including fire department, police department etc.) regarding the Natural Gas Distribution System.

9) Once per year, upon request and subject to any applicable privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting or restricting such disclosure, the Company will provide to the Municipality:

a) The total number of sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;

b) The total gigajoules (GJ) of Natural Gas consumed by Consumers billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;

c) The franchise fee revenue billed to Consumers within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;

d) Where the Municipality is the customer of record and the Municipality provides a list of those sites to the Company on the form provided by the Company:

i. The total number of those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;

ii. The total gigajoules (GJ) of Natural Gas at those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;

iii. The franchise fee revenue billed to those sites within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years; and

e) Such other information as may be agreed upon by the Parties from time to time.

Where privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting such disclosure prevent the Company from providing the information above, the Company will make reasonable attempts to aggregate the information so as to comply with the applicable rules. The Company will not be obligated to provide such aggregated information if it believes such aggregation will not allow the Company to comply with the applicable rules.


- 10) Upon request by either Party, the Company will meet with the Municipality. Through a mutual exchange of information the Company will keep the Municipality apprised of the Company's construction and upgrading programs planned for the Municipal Service Area and the Municipality will advise the Company of any issues or plans relating to, or potentially impacting, the Natural Gas Distribution System.

### **SCHEDULE "B" Extra Services**

Nothing in this Agreement precludes the Parties from contracting for Extra Services outside the provisions of this Agreement. In the event the Parties do elect to contract for the provision of Extra Services within the provisions of this Agreement and unless otherwise agreed upon by the Parties, nothing in this Agreement will preclude the Company from sub-contracting with third parties for the provision of Extra Services.

Subject to Commission approval, as may be required, any payments from the Municipality to the Company for Extra Services, if agreed to by the Municipality, may be deducted from the Franchise Fee collected from Consumers and otherwise remitted to the Municipality pursuant to paragraph 5 of this Agreement. The timing and quantum of such payments will be as agreed upon by the Parties and set forth in (insert paragraph number from Schedule B) of this Schedule.



<b>Council Agenda Item</b>	7.1
<b>Council Meeting Date</b>	September 14, 2015
<b>Subject</b>	Repurposing of Old Lodge
<b>For Public Agenda</b>	Public Information
<b>Background</b>	With the build of Rimoka, there enters an opportunity to repurpose the Old lodge. This will entail renovations that may include some larger suites and other interest that Council may wish to pursue that meet the needs of the Town.
<b>Discussion</b>	It is important that Council considers the future needs of the Town and using good buildings to facilitate good community. The repurposing of this building may entail many ministries within the provincial government depending on what Council wishes to provide.
<b>Relevant Policy/Legislation</b>	None
<b>Options/Consequences</b>	In keeping with the development of the Town's strategic plan, this re-purposing may be the opportunity for "smart" growth and proper use of existing infrastructure.
<b>Desired Outcome(s)</b>	
<b>Financial Implications</b>	Grants will be explored depending on the opportunity that Council wishes to explore.
<b>Follow Up</b>	Administration will provide follow-up within the Council resolutions.
<b>Attachments</b>	None
<b>Recommendation</b>	Administration recommends Council pass a resolution to begin the process of re-purposing the lodge and begin the planning process in conjunction with the Rimoka Build.
<b>Prepared By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;">               Donna Tona, CTS              Interim Chief Administrative Officer           </div> <div style="text-align: right;"> <u>September 09, 2015</u>              Date           </div> </div>
<b>Endorsed By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;"> <u>As per signature above.</u>              Donna Tona, CTS              Interim Chief Administrative Officer           </div> <div style="text-align: right;"> <u>September 09, 2015</u>              Date           </div> </div>


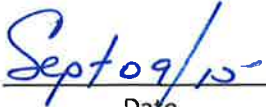

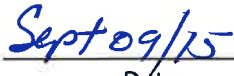


<b>Council Agenda Item</b>	7.2
<b>Council Meeting Date</b>	September 14, 2015
<b>Subject</b>	Debbie Bergeron – Donation Request
<b>For Public Agenda</b>	Public Information
<b>Background</b>	Local artist, Debbie Bergeron has written a song for the Innocence Lost Foundation, a foundation dedicated to building community rehabilitation centres for former recovering child soldiers and African youth. The foundation is currently seeking donations to construct the Kabala Community Center in Sierre Leone. Debbie has written lyrics for her song “When Innocence is Lost”, she is currently seeking funds to record her song at a studio Red Deer and then fly to Vancouver, BC to perform the song at a fundraising event on October 10, 2015.
<b>Discussion</b>	Administration has provided Debbie with list of organizations and grant opportunities in both Rimbey, Alberta and Canada for her to pursue. As highlighted in her letter, the costs are:  Recording the song in Red Deer: <b>\$420.00</b> Flight to Vancouver to perform the song: <b>\$856.00</b> Total Cost: <b>\$1276.00</b>
<b>Relevant Policy/Legislation</b>	N/A
<b>Options/Consequences</b>	Administration is recommending the following options: <ol style="list-style-type: none"> <li>1) Council provide all of the funding requested at a cost of \$1276 to the Town of Rimbey.</li> <li>2) Council provide some of the funding requested at some financial cost to the Town of Rimbey. Either the cost of recording, the cost of the flight, or a fixed amount.</li> <li>3) Council does not provide funding requested with no financial implications.</li> </ol>
<b>Desired Outcome(s)</b>	Administration is requesting that Council make a decision regarding this matter.
<b>Financial Implications</b>	There would be some financial cost to the Town of Rimbey depending on which option Council chooses.
<b>Follow Up</b>	A letter will be sent to Debbie Bergeron highlighting council’s decision.
<b>Attachments</b>	Letter from Debbie Bergeron to the Town of Rimbey.
<b>Recommendation</b>	Administration recommends that Council make a decision regarding the matter.





TOWN OF RIMBEY REQUEST FOR DECISION

<b>Prepared By:</b>	 _____ Michael Fitzsimmons Municipal Intern	 _____ Date
<b>Endorsed By:</b>	 _____ Donna Toha, CTS Interim Chief Administrative Officer	 _____ Date

Sept 3, 2015  
Town of Rimbey,

My name is Debbie Bergeron and I am a resident of Rimbey.  
I am a singer/songwriter/producer and entertainer.  
I was asked to write a song for the Innocence Lost Foundation. This foundation is working very hard to build a community center in Kabala, Sierra Leone, West Africa.  
[www.innocencelostfoundation.com](http://www.innocencelostfoundation.com)

One of the founders Fazineh Keita was a child soldier during that country's civil war and knows the after-effects and healing needed. Their goal is to provide this community with a medical clinic, clean water well, food and education, skills training, art and sport therapy to **break the cycles of violence and poverty** being passed down generationally.

I have completed the song and it is entitled When Innocence is Lost and would like to record the song. I have met with Heath West at a studio called The Space in Red Deer. I have a wonderful quote for the budget of \$420.00. The song would then be used a part of a compilation CD. This is a fundraising and awareness initiative. The foundation has also invited me to perform this song at the event entitled **Trading a Gun for a Guitar** in Vancouver BC Oct 10 2015 in which I would debut the song live.  
I have contacted West jet for ticket prices and last minute booking is \$856.00.  
The total funding needed would be \$1276.00

I am realizing that the world is not so big. I never imagined that I'd meet a former child soldier and learn the devastation of such a cruel childhood would bring. And that I would be able to write words that would help to make changes in other peoples lives.  
I am seeking help with funding by reaching out my hand to inquire about any grants or special project funds.

Thank you,  
Sincerely,  
Debbie Bergeron  
[www.debbiebergeron.com](http://www.debbiebergeron.com)  
403-843-6443



<b>Council Agenda Item</b>	7.3
<b>Council Meeting Date</b>	September 14, 2015
<b>Subject</b>	Joint Fire Quality Management Plan
<b>For Public Agenda</b>	Public Information
<b>Background</b>	<p>With the recent regionalization of the fire services a change to the existing Fire Quality Management Plan, (QMP) which included Ponoka County, was necessary.</p> <p>A new Joint Fire QMP was compiled and reviewed by the Safety Codes Council. The Plan is now ready for adoption through Council resolution by the three municipalities.</p> <p>Once adopted, administration will provide Ponoka County the date and resolution number so it can be updated in the document. The document will then be brought for signature and an original returned for the Town's file.</p> <p>The new plan will incorporate a meeting with administration to discuss the administration and maintenance of the plan ensuring continuity throughout the partnership. Administrative meetings in the future will include outside agencies (eg. RCMP, AHS, FCSS, etc.).</p>
<b>Discussion</b>	This is an important step in the regionalization program that we have begun with the County and it provides another layer of proper legislation and professionalization that we require to not only grow, but attract business.
<b>Relevant Policy/Legislation</b>	Safety Codes Council
<b>Options/Consequences</b>	We are obliged to pass this document.
<b>Desired Outcome(s)</b>	
<b>Financial Implications</b>	None
<b>Follow Up</b>	Administration will provide follow-up with Ponoka County.
<b>Attachments</b>	Total Quality Management Plan
<b>Recommendation</b>	Administration recommends that this plan be passed through resolution.
<b>Prepared By:</b>	



Donna Tona, CTS  
Interim Chief Administrative Officer

**Endorsed By:**

As noted above by signature

\_\_\_\_\_  
Donna Tona, CTS  
Interim Chief Administrative Officer

Sept 09, 2015

Date

**Ponoka County  
Summer Village of Parkland Beach  
Town of Rimbey**

**Joint Fire Quality Management Plan**

**June 2015**

# *Ponoka County*

## **Joint Fire Quality Management Plan**

This Quality Management Plan that includes Schedule A – Scope and Administration, and Schedule B –Service Delivery Standards, has been accepted by the Administrator of Accreditation.

\_\_\_\_\_  
Administrator of Accreditation

\_\_\_\_\_  
Date



*SAFETY CODES COUNCIL*

# QUALITY MANAGEMENT PLAN

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# **Scope and Administration**



## SCOPE OF ACCREDITATION

The Municipality will administer the Safety Codes Act (SCA) including all pursuant regulations applicable to the following indicated discipline, within the municipal jurisdiction:

### Fire

#### **Alberta Fire Code Administration: (one is mandatory)**

- All parts of the Alberta Fire Code, or
- All parts of the Alberta Fire Code except for those requirements pertaining to the installation, alteration, and removal of storage tank systems for flammable liquids and combustible liquids regulated under the Alberta Fire Code (see details in Appendix E)

#### **Fire Investigations: (mandatory)**

Cause, origin, and circumstance determination.

#### **Fire Prevention Programs: (optional)**

- Public education.
- Fire pre-plans
- Other (list) \_\_\_\_\_

# ADMINISTRATION OF THE PONOKA COUNTY UNIFORM QUALITY MANAGEMENT PLAN

## **Adherence to the Uniform Quality Management Plan**

Ponoka County, Town of Rimbey and Summer Village of Parkland Beach herein referred to as “The Municipality” is responsible for the administration, effectiveness, and compliance with this Quality Management Plan (QMP) that includes Schedule A – Scope and Administration and Schedule B - Service Delivery Standards.

The Municipality will provide services under Schedule B –Service Delivery Standards through their own staff or one or more accredited agencies. When providing services through an agency(s), the Municipality will contract with the agency(s) to provide services in accordance with Schedule B –Service Delivery Standards. The Municipality is responsible for monitoring the contracted agency’s compliance with Schedule B –Service Delivery Standards.

The Municipality recognizes that the Safety Codes Council (SCC) or its representative may review/audit for compliance to this QMP and will give full cooperation to the SCC or its representative in business related to the administration of the SCA including the conduct of reviews/audits. The Municipality will implement the recommendations of the reviewer/auditor.

The Municipality will encourage and maintain an atmosphere that supports objective and unbiased decisions. All Safety Codes Officers (SCOs) working in the Municipality have the ability and opportunity to make decisions relative to compliance monitoring independently, without undue influence of management, appointed or elected officials.

The Municipality, in the event that it ceases to administer the SCA for any new thing, process, or activity under the SCA, retains responsibility for services provided under the SCA while accredited, including the administration and completion of services for permits issued.

The Municipality recognizes that failure to follow this QMP may result in suspension or cancellation of the Municipality's accreditation.

## **Policy for Personnel Training**

The Municipality will ensure that SCOs of the Municipality attend updating seminars required by the SCC to maintain current SCO certification.

## **Freedom of Information**

The Canadian Charter of Rights and Freedoms applies to all activities undertaken in the administration of this Quality Management Plan. The Freedom of Information and Protection of Privacy Act applies to all information and records relating to, created, or collected under this QMP.

## **Records Retention & Retrieval**

The Municipality will retain the files of all projects including those where an accredited agency(s) was involved, for at least three (3) years or in accordance with the Municipality's record retention policy, whichever is greater. Such files will be available at the Municipality's office. Files where an accredited agency was involved are the property of the Municipality and will be returned to the Municipality within a reasonable time after completion of the services, or upon request.

## **Declaration Of Status**

The SCOs, staff, officers, and accredited agency(s), whether employed, retained or otherwise engaged by the Municipality will not participate in any safety codes administration, inspection, or investigation of properties or fires where they may have pecuniary interest.

## **Annual Review**

Internal reviews will be carried out annually by the QMP Manager or the Manager's delegate to evaluate whether or not compliance of the Quality Management Plan is being achieved. At the conclusion of the internal review, the QMP Manager will provide, to the Safety Codes Council, a letter of QMP compliance that has been signed off by the municipality's executive authority. The letter must be comprised of all findings of the review including any successes, areas for improvement and the methodology used to achieve improvement or correction as it relates to the approved Quality Management Plan.

This is a mandatory requirement and failure to comply may result in cancellation or suspension of a municipalities' accreditation designation. All findings for the annual internal reviews are due to the Safety Codes Council **no later than the last day of March of the following year that is being reviewed.**

## **Revisions**

Revisions to this QMP may only be made to the Scope and will only be made by the Chief Administrative Officer responsible for this QMP. A Resolution from the Municipal Council will be included with a revision. The SCC must approve any change in the QMP.

## **Revision Control System**

The Municipality will ensure its SCOs have ongoing access to a copy of this QMP and contracted accredited Agencies are provided with a copy of this QMP and any amendments.

The Municipality will maintain a registry of the SCOs and Agency(s) that have been provided with a copy of this QMP and amendments. The Municipality will immediately distribute copies of approved amendments to all registered holders of this QMP.

**Notices**

Any correspondence in regards to this QMP will be forwarded to:

Charlie B Cutforth

charliecutforth@ponokacounty.com

\_\_\_\_\_  
Name of Chief Administrative Officer

\_\_\_\_\_  
E-mail address

Ponoka County

4205 Highway #2A, Ponoka AB T4J 1V9

\_\_\_\_\_  
Name of Municipality

\_\_\_\_\_  
Address of Municipality

403-783-3333

403-783-6965

\_\_\_\_\_  
Phone number of Municipality

\_\_\_\_\_  
Fax number of Municipality

**Municipality Agreement**

In accordance with Council Resolution # 191/15 of 21st day of July, 2015 the ***Ponoka County*** hereby provides agreement and signature to this QMP.

\_\_\_\_\_  
Signature of Chief Administrative Officer

\_\_\_\_\_  
Signature of Chief Elected Official

Charlie B Cutforth, CAO

Paul McLauchlin, Reeve

\_\_\_\_\_  
Name & title of Chief Administrative Officer

\_\_\_\_\_  
Name & title of Chief Elected Official

**Municipality Agreement**

In accordance with Council Resolution # \_\_\_\_\_ of \_\_\_\_\_ day of \_\_\_\_\_, 2015 the *Town of Rimbey* hereby provides agreement and signature to this QMP.

\_\_\_\_\_  
Signature of Chief Administrative Officer

\_\_\_\_\_  
Signature of Chief Elected Official

Donna Tona, Interim CAO  
\_\_\_\_\_

Rick Pankiw, Mayor  
\_\_\_\_\_

Name & title of Chief Administrative Officer

Name & title of Chief Elected Official

**Municipality Agreement**

In accordance with Council Resolution # \_\_\_\_\_ of \_\_\_\_\_ day of \_\_\_\_\_, 2015 the *Summer Village of Parkland Beach* hereby provides agreement and signature to this QMP.

\_\_\_\_\_  
Signature of Chief Administrative Officer

\_\_\_\_\_  
Signature of Chief Elected Official

Betty Jurykoski, CAO  
\_\_\_\_\_

Keith Nesbitt, Mayor  
\_\_\_\_\_

Name & title of Chief Administrative Officer

Name & title of Chief Elected Official

# **Service Delivery Standards**

## **Section 1: Scope of Services**

The Service Delivery Standards establishes responsibilities and minimum performance criteria for providing compliance monitoring services under the SCA including:

- code advice,
- permit issuance,
- plans examinations,
- site inspections,
- site investigations,
- alternative solutions/variances,
- orders,
- verification of compliance,
- identification and follow-up of deficiencies and unsafe conditions,
- collection and remittance of SCC fees,
- issuance of Permit Services Reports, and
- maintaining files and records.

## **Section 2: Performance**

The Municipality will:

- perform the services in an effective and timely manner,
- endeavour to work co-operatively with the owner and/or the owner's representative(s) to achieve compliance with the SCA and applicable Regulation(s),
- perform the services with impartiality and integrity, and
- provide services in a professional and ethical manner.

## **Section 3: Personnel**

The Municipality will:

- employ persons knowledgeable about the applicable codes, standards and regulations, relative to the services it provides,
- employ SCOs who are certified and designated at an appropriate level to provide compliance monitoring and investigations relative to service levels the Municipality provides, and
- maintain a registry of all SCOs they employ, their level(s) of Certification, and Designation of Powers.

## **Section 4: Quality Management Plan Training**

The Municipality will:

- train its SCOs and other involved staff in the requirements of this QMP, and
- maintain the training records on the employee's file.

## **Section 5: Records**

The Municipality will maintain a file system for all the records associated with performing the services including:

- plans, specifications, and other related documents,
- plans review reports,
- inspection reports,
- investigation reports,
- verifications of compliance,
- Alternative Solutions / Variances,
- Orders,
- Permit Services Reports, and
- related correspondence and/or other relevant information.

## **Section 6: SCC Operating Fees**

The Municipality will collect the SCC operating fee for each permit issued under authority of the SCA, and remit those fees to the SCC in the manner and form prescribed by the SCC.

## **Section 7: Orders**

Will be issued and served in accordance with the SCA, the Administrative Items Regulation, and SCC policy. Orders will be in the format provided on the SCC web site: [www.safetycodes.ab.ca](http://www.safetycodes.ab.ca). Upon compliance with an Order, a notice of compliance will be provided to the person(s) to whom the Order was served and to the SCC.

## **Section 8: Alternative Solutions / Variances**

Will be issued in accordance with the SCA and SCC policy. An Alternative Solution / Variance will be in the format directed by the SCC (available on the SCC web site: [www.safetycodes.ab.ca](http://www.safetycodes.ab.ca) ).

A SCO may issue an Alternative Solution / Variance from a code or referenced standard if the SCO is of the opinion that the Alternative Solution / Variance provides approximately equivalent or greater safety performance than that prescribed by the code or standard.

A request for Alternative Solution / Variance must be made in writing and include support documentation. A SCO will only make a decision respecting an Alternative Solution / Variance after having thoroughly researched the subject matter.

A copy of an Alternative Solution / Variance issued will be provided to the:

- owner,
- contractor if applicable,
- SCC, and
- the Municipality's file.



## Section 9: Compliance Monitoring

### General

The Municipality will monitor compliance through a program of permit issuance, plans examination (when applicable), site inspection, and follow-up inspections or verification of compliance; using appropriately certified and designated SCOs to provide compliance monitoring in accordance with the SCA and associated codes and standards.

### Permits / Permissions

The Municipality will collect all information required by the SCC to be collected as part of each permit application.

#### Permit Applications

Permit Applications will include the following information:

- name of the issuing Municipality,
- permit discipline type,
- date of application,
- applicant's name, address, and phone number, and email,
- contractor's name, address, and phone number, and email (if known),
- owner's name, address, and phone number, and email,
- project location by legal description, civic address, and municipality,
- description of the work,
- state the use or proposed use of the premises,
- a Freedom of Information and Protection of Privacy Act (FOIPP) statement that meets the requirements of FOIPP as per the following example:

**“The personal information provided as part of this application is collected under the Safety Codes Act and the Municipal Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The information is required and will be used for issuing permits, safety codes compliance verification and monitoring and property assessment purposes. The name of the permit holder and the nature of the permit is available to the public upon request. If you have any questions about the collection or use of the personal information provided, please contact the municipality.”**

- any other information the SCO or permit issuer considers necessary.

#### Permits

Permits will include the following information:

- a permit number or other unique identifier that has been assigned by the permit issuer to the undertaking,
- the date on which the permit is issued,
- the name of the owner and the person to whom the permit has been issued,
- where the undertaking is to take place,
- a description of the undertaking or portion of the undertaking governed by the permit, and
- contain any other information that the permit issuer considers necessary
- issuer's name, signature, and designation number,.

## **Permit Conditions**

A permit may contain terms and conditions that include but not limited to:

- permission be obtained from the SCO before occupancy or use of the construction, process or activity under the permit,
- the date on which the permit expires,
- a condition that causes the permit to expire,
- the period of time that the undertaking may be occupied, used or operated,
- setting the scope of the undertaking being permitted,
- setting the qualifications required of the person responsible for the undertaking and/or doing the work,
- an identification number or label to be affixed to the undertaking,
- requirement to obtain the approval of a safety codes officer before any part of the building or system is covered or concealed.

## **Site Inspections**

An SCO will inspect:

- to determine if the use, occupancy, sites or work complies with the SCA and relevant codes and standards, permits, and conditions,
- within the time frames noted in the discipline specific sections of this QMP,
- in a timely fashion (endeavour to inspect within 2 working days and will not exceed 5 working days, when contacted for a required inspection unless otherwise noted in this QMP),
- at the stage(s) indicated in the discipline specific sections of this QMP, and
- all work or occupancy(s) in place at the time of the inspection.

The Municipality may, at their discretion, extend the time frame for a required site inspection(s) by documenting in the file:

- the reason for the extension, and
- the new time frame or date for conducting the inspection(s).

## **Inspection Reports**

A SCO will, for each inspection required by this QMP, complete an inspection report noting:

- permit number and file number (if applicable),
- discipline,
- municipality name and date,
- owner name, address, phone number, and email,
- contractor name, address, phone number, and email,
- legal description, address (if applicable), and municipality,
- stage(s) of work being inspected,
- a description of the work in place at the time of inspection,
- all observed deficiencies (any condition where the work is incomplete, or does not comply with the SCA or an associated code or regulation and in the opinion of the SCO is not an unsafe condition),
- all observed unsafe conditions (any condition that, in the opinion of a SCO, could result in property loss, injury, or death, and is not a situation of imminent serious danger),
- all observed situations of imminent serious danger and the action taken by the SCO to remove or reduce the danger, and
- name, signature, and designation number of the SCO conducting the inspection.

The Municipality will, for each required inspection:

- provide copies of Inspection Reports to the permit applicant, contractor, and Municipality's file; and if requested to the owner, project consultant, architect, or consulting engineers, and

- follow-up on noted deficiencies or unsafe conditions through re-inspection(s) (or at the discretion of the SCO, a verification of compliance may be accepted in lieu of an on-site reinspection).

## **Verification of Compliance**

A SCO may, at their discretion, accept a verification of compliance (reasonable assurance provided from a third party that work complies):

- as follow-up to deficiencies or unsafe conditions noted on a site inspection, or
- in lieu of a site inspection when permitted in this QMP (eg. labelled mobile home siting, minor residential improvements).

An SCO, when accepting a verification of compliance, will document the information to the permit file including:

- identification of the document as a verification of compliance,
- permit number and discipline,
- name and title of the person who provided the verification of compliance and how it was provided (i.e. written assurance, verbal assurance, site visit by designate, etc.),
- date accepted by the SCO, and
- signature and designation number of the SCO.

## **No-Entry Policy**

When a SCO is unable to gain entry to a site for a required inspection, the SCO will leave a notification on-site in a visible location, or forward notification to the Owner or permit applicant (as appropriate), advising of the inspection attempt and requesting that the Municipality be contacted to arrange for the site inspection.

If the Municipality does not receive a response within 30 days of notification, the Municipality will mail the Owner or permit applicant (as appropriate), a second notification requesting that the Municipality be contacted within 30 days to arrange for a site inspection.

If the Municipality is not contacted within 30 days of the second notification, the inspection stage may be considered a “no-entry” and counted as the required interim or final inspection.

## **Permit Services Report**

The Municipality will issue a Permit Services Report:

- within 30 days of completing the compliance monitoring services as required in this QMP (completion of compliance monitoring services means; after the final or only required inspection, after acceptance of a verification of compliance in lieu of an inspection when permitted, or after compliance with the no-entry policy with respect to the final or only required inspection),
- to the Owner (the Owner, for the purposes of this QMP means, in order of preference; the Owner of the project at the time the permit was purchased, at the time the compliance monitoring services were provided, or at the time the Permit Services Report was issued).

The Municipality will not issue a Permit Services Report or close a file if there is an unsafe condition, until such time as the unsafe condition is corrected.

The Municipality will, for administrative purposes, consider the file closed when the Permit Services Report is issued, however:

- will reactivate the file if any further activity related to the permit is initiated within 30 days, and
- may reactivate the file at any time.

## APPENDIX A: FIRE DISCIPLINE

### General

The Municipality will provide Alberta Fire Code services that include but are not limited to:

- code advice including but not limited to:
  - new construction under the Alberta Fire Code,
  - building upgrade programs,
  - Fire Safety Plan, development and implementation,
  - storage of dangerous goods, and
  - tire storage,
- plans examinations including but not limited to:
  - new construction under the Alberta Fire Code,
  - building upgrade programs,
  - residential secondary suites, and
  - Fire Safety Plans with emphasis to addressing the risk to occupied residential buildings,
- permit / permission issuance,
  - fireworks purchase, possession, handling, and discharge, and
- compliance monitoring site inspections for,
  - construction addressed in the Alberta Fire Code,
  - Fire Safety Plan practices with emphasis to addressing the risk to occupied residential buildings,
  - post-occupancy of facilities identified in the following Fire Code Compliance Inspection chart, and
  - special or other activities addressed in the Alberta Fire Code or at the discretion of the Fire SCO,
- Occupant Load Certificates for,
  - assembly occupancies, and
  - other occupancies at the discretion of the SCO,
- Alternative Solutions / Variances issuance,
- Orders and their enforcement,
- Verification of Compliance,
- no-entry advisory,
- Permit Services Report,
- identification and follow-up of deficiencies and unsafe conditions,
- collection and remittance of SCC fees, and
- maintaining files and records.

### Fireworks

The Municipality will, prior to issuing permission:

- respecting the purchase, possession, handling, discharge, fire or set-off; obtain from the applicant written confirmation that the person:
  - will conduct activities in accordance with safe practices outlined in the Alberta Fire Code,
  - is of at least 18 years of age, and
- respecting sales, obtain from the owner of the retail business, written confirmation that the business:
  - holds a valid municipal business license or confirmation of ownership of the business when the municipality does not require business to hold such license,
  - employees handling fireworks for sale are of at least 18 years of age,
  - manufacturers instructions are posted at the sales location and provided with each sale,
  - record of each sale is retained for examination by the Fire SCO, and
  - stores fireworks in conformance with Part 3 of the Alberta Fire Code.

## Fire Code Compliance Inspections

For the purpose of ensuring compliance with the SCA, a SCO may, at the discretion of the SCO, carry out an inspection for anything, process, or activity to which this Act applies. In addition, inspections will be conducted in accordance with the following schedule.

**(municipality must pick one from each frequency range box for each applicable use/occupancy)**

Activity / Project	Type of use, occupancy, sites, or work	Inspection Frequency Range (May be by occupancy or individual unit)
Fire Safety Plan implementation and practices	All new construction, alteration, addition, renovation, reconstruction, or removal	○ 1 site inspection where a risk to occupied residential building(s) has been identified
Compliance Inspections	Special Events or Sites	○ <b>On request or complaint</b>
	Group A, Division 1 Assembly	○ <b>On request or complaint</b>
	Group A, Division 2 Assembly	○ <b>On request or complaint</b>
	Group A, Division 3 Assembly	○ <b>On request or complaint</b>
	Group A, Division 4 Assembly	○ <b>On request or complaint</b>
	Group B, Division 1 Care or Detention	○ <b>On request or complaint</b>
	Group B, Division 2 Care or Detention	○ <b>On request or complaint</b>
	Group C Residential – 1 to 5 family	○ <b>On request or complaint</b>
	Group C Residential – 5 to 12 family	○ <b>On request or complaint</b>
	Group C Residential – 12 to 25 family	○ <b>On request or complaint</b>
	Group C Residential – 25 and more family	○ <b>On request or complaint</b>
	Group D	○ <b>On request or complaint</b>
	Group E	○ <b>On request or complaint</b>
	Group F, Division 1	○ <b>On request or complaint</b>
	Group F, Division 2	○ <b>On request or complaint</b>
	Group F, Division 3	○ <b>On request or complaint</b>

“On request or complaint” means the process as defined by municipal operational policy.

“Once every month” means a specific day is set which shall apply in each month for each occupancy or site to be inspected. An inspection conducted within 7 days of this set date is deemed to have met with the quantitative intent of this QMP.

“Once every 6 months” means a specific day is set which shall apply in each 6th month for each occupancy or site to be inspected. An inspection conducted within 30 days of this set date is deemed to have met with the quantitative intent of this QMP.

“Once every 12 months” means a specific day is set which shall apply in each 12th month for each occupancy or site to be inspected. An inspection conducted within 60 days of this set date is deemed to have met with the quantitative intent of this QMP.

“Once every 24 months” means a specific day is set which shall apply in each 24th month for each occupancy or site to be inspected. An inspection conducted within 60 days of this set date is deemed to have met with the quantitative intent of this QMP.

## **Fire Investigations**

Investigations will be conducted by a Fire SCO to determine the cause, origin, and circumstance of every fire in which a person dies or suffers injury that requires professional medical attention or in which property is damaged or destroyed. The results of each investigation will be reported to the Fire Commissioner in accordance with the Administrative Items Regulation. A Fire SCO may arrange for any additional municipal, law enforcement, agency, or other resources as required to assist in an investigation including representatives from the Fire Commissioner’s Office. In the event of a fire resulting in a death or where arson is suspected, the investigation will include immediate notification to the Alberta Fire Commissioner’s Office.

Fire Investigations will include the following information:

- file number,
- location of fire,
- date of fire,
- date of investigation,
- building / property use,
- cause of fire,
- origin of fire,
- value of loss,
- name and designation number of SCO conducting the investigation,
- comments, and
- date of completion/sign off.

Fire Investigations will utilize the applicable forms/reports as provided on the SCC web site:  
[www.safetycodes.ab.ca](http://www.safetycodes.ab.ca).

## **Fire Prevention Programs**

Fire prevention programs will include but are not limited to public awareness and consultative services orientated to assisting one or more of the following:

- individuals,
- business, and
- industry

in understanding and providing effective Fire Safety Plans.

The Municipality will support and provide one or more but is not limited to the following educational programs annually:


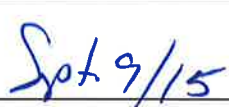


- school curriculum,
- minority focused programs,
- seniors programs,
- community education, and
- other programs such as but not limited to:
  - Risk Watch (an injury prevention program),
  - Getting to Know Fire (fire educator lesson plans),
  - Seniors Fire Safety Programs,
  - Juvenile Firesetter Intervention Program,
  - Fire Smart, and
  - Shelter-in-Place.

**APPENDIX B: List Of Administrative Forms Available On  
The SCC Web Site:  
[www.safetycodes.ab.ca](http://www.safetycodes.ab.ca)**

- 1. Order**
- 2. Alternative Solution / Variance**
- 3. Request for Alternative Solution / Specific Variance**
- 4. Model Fire Safety Plan**
- 5. Fire Investigation Reports (samples)**
  - a. Voluntary Consent to Search and/or Seizure**
  - b. To Obtain a Warrant to Enter a Private Dwelling Place to Conduct a Fire Investigation**
  - c. Casualties**
  - d. Witness Statement**
  - e. Physical Evidence**
  - f. Sketches**
  - g. Structure Fires**
  - h. Motor Vehicle Fires**
  - i. Wildland Fires**
  - j. All Fires**
  - k. Incident Investigation Field Notes**
  - l. Insurance Information**
  - m. Release From Responsibility**
  - n. Records / Documents**
- 6. Application for Designation of Powers**
- 7. Sample Permits (SCA & non-SCA)**
- 8. Sample Permission forms**





<b>Council Agenda Item</b>	7.4
<b>Council Meeting Date</b>	Sept. 14, 2015
<b>Subject</b>	Rimbey Junior Senior High School Graduation
<b>For Public Agenda</b>	Public Information
<b>Background</b>	Each year the Rimbey Junior Senior High School holds their annual Graduation in the Main Auditorium at the Peter Lougheed Community Centre. The Rimbey Junior Senior High School pays for the Main Auditorium for their Saturday event. They use students to decorate and set up the facility during school time on Thursday and then leave the set up on Thursday night for rehearsal the following day.
<b>Discussion</b>	The Rimbey Junior Senior High School is requesting Council to donate the use of the Peter Lougheed Community Centre Main Auditorium on the Thursday night. They will be invoiced the day rate for the rental on Saturday, September 26, 2015.
<b>Relevant Policy/Legislation</b>	N/A
<b>Options/Consequences</b>	Council may choose to donate the Thursday night rental of the Main Auditorium for the Rimbey Junior Senior High School Graduation for set up and rehearsal. Council may choose not to allow the free use of the Main Auditorium on Thursday night.
<b>Desired Outcome(s)</b>	Annual Event continues to be held in the Peter Lougheed Community Centre's Main Auditorium.
<b>Financial Implications</b>	Negligible – Drop In Sports will be cancelled for the Thursday night.
<b>Follow Up</b>	A letter will be sent to the organization after the meeting on the decision of Council.
<b>Attachments</b>	Letter from the Rimbey Junior Senior High School
<b>Recommendation</b>	That Council donates the Thursday night (September 24 <sup>th</sup> , 2015) rental to the Rimbey Junior Senior High School for Graduation set up and rehearsal.
<b>Prepared By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               _____              Cindy Bowie              Director of Community Services           </div> <div style="text-align: center;">               _____              Date           </div> </div>
<b>Endorsed By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               _____              Donna Tona CTS              Interim Chief Administrative Officer           </div> <div style="text-align: center;">               _____              Date           </div> </div>

# RIMBEY JUNIOR SENIOR HIGH SCHOOL

Box 620  
Rimbey, Alberta  
T0C 2J0

Telephone: 403-843-3761  
Fax: 403-785-0736



August 24, 2014

To Rimbey Town Council,

The Rimbey High School Graduation is Saturday, September 26, 2015. For this event we rent the Community Centre for the night as we have the banquet, ceremony and dance in the main auditorium.

On Wednesday prior to the Graduation we typically set up the auditorium and begin decorating for Saturday. Then on Thursday we have our rehearsal with current students who act as Masters of Ceremony and student readers so that the event runs smoothly. Also, the banquet, ceremony and dance are in the same space and therefore as a school we practice transitioning between the banquet to ceremony and the ceremony to dance. Again this allows us to have a smooth running graduation.

I have been previously advised by Peter to ask that the auditorium rental for the weekday evenings be donated to the students. This would help to reduce the cost to the grads. The savings go directly to the students in reduced graduation fees.

If you have any questions please do not hesitate to contact me at 1-403-843-3761 (school) or 1-403-392-0783 (home).

Sincerely,

A handwritten signature in blue ink that reads 'Bill Bramfield'.



Bill Bramfield  
Graduation Coordinator  
Vice Principal  
Rimbey Jr./Sr. High School



<b>Council Agenda Item</b>	7.5
<b>Council Meeting Date</b>	September 14, 2015
<b>Subject</b>	Residential Spec Homes – Request for Tax Relief
<b>For Public Agenda</b>	Public Information
<b>Background</b>	Carey Anderson has submitted a request to the Town of Rimbey to reach an agreement on a reduced tax rate.
<b>Discussion</b>	<p>On July 27<sup>th</sup>, 2015 council was presented with a request from Carey Anderson with Evergreen Estates Subdivision and Paul Kusch of Grande Diamond Enterprises regarding tax relief for spec built homes.</p> <p>At the July 27<sup>th</sup> Council meeting, council passed the following motion.</p> <p><u>Motion 236/15</u></p> <p>Moved by Councillor Godlonton to accept option 1 presented being:</p> <ol style="list-style-type: none"> <li>1) As a development incentive direct Administration to work with a lawyer to draft an agreement which will allow residential spec built homes to remain at bare land tax rate for the duration of one year from the time that construction is complete should the following conditions be met: <ol style="list-style-type: none"> <li>a. The reduced tax rate is available for the duration of one year from the time that construction is complete or until the home is sold or is occupied.</li> <li>b. The developer must build a minimum of 2 spec homes and maximum of 5 spec homes to participate in the program.</li> </ol> <p>With the addition of:</p> <ol style="list-style-type: none"> <li>c. There be a standard building timeframe for construction of twelve months from start to finish of construction.</li> </ol> <p style="text-align: right;"><b>CARRIED</b></p> <p>Town of Rimbey legal counsel, Richard Gregory, has prepared the attached draft template agreement for council’s consideration.</p> </li> </ol>
<b>Relevant Policy/Legislation</b>	Municipal Government Act
<b>Options/Consequences</b>	<p>Council may choose to:</p> <ol style="list-style-type: none"> <li>1. Accept the tax break agreement as prepared by Richard S. Gregory, B.A., LL.B for use with developers who apply in writing for a tax break.</li> <li>2. Direct Administration to work with legal counsel to revise the attached template agreement.</li> </ol>



TOWN OF RIMBEY REQUEST FOR DECISION

<b>Desired Outcome(s)</b>	The Town of Rimbey develops a template agreement that aligns with the requirements of the Municipal Government Act policies regarding municipal taxes to help attract additional residential development within the Town of Rimbey.
<b>Financial Implications</b>	Option 1: Should the town enter into an agreement, the town will utilize the attached agreement and will not collect increased taxes on the property should improvements be made to the property for up to one year. However, the town may see additional spec built homes constructed which in the long term may result in additional taxes. Option 2: Should the town not create this policy and not enter into future agreements, the town will collect 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.
<b>Follow Up</b>	None
<b>Attachments</b>	Tax Break Agreement
<b>Recommendation</b>	Town Administration recommended Council approve option number one presented above: <ol style="list-style-type: none"> <li>1. Accept the tax break agreement as prepared by Richard S. Gregory, B.A., LL.B for use with developers who apply in writing for a tax break.</li> </ol>
<b>Prepared By:</b>	 _____ Liz Armitage Contract Development Officer <span style="float: right;"> <u>September 9, 2015</u>              Date           </span>
<b>Endorsed By:</b>	 _____ Donna Tona, CTS Interim Chief Administrative Officer <span style="float: right;"> <u>Sept 09/15</u>              Date           </span>

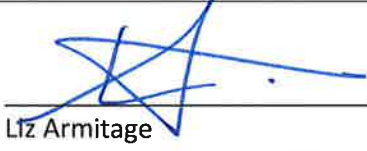





<b>Council Agenda Item</b>	7.6
<b>Council Meeting Date</b>	September 14, 2015
<b>Subject</b>	Municipal Development Plan
<b>For Public Agenda</b>	Public Information
<b>Background</b>	<p>On July 27<sup>th</sup>, 2015 council was presented with a Municipal Development Plan prepared by West Central Planning Agency. At that meeting Council passed the following motions:</p> <p><u>Motion 224/15</u></p> <p>Moved by Councillor Jaycox to not give second reading to Bylaw 902/15 Municipal Development Plan.</p> <p style="text-align: right;">CARRIED</p> <p><u>Motion 225/15</u></p> <p>Moved by Councillor Jaycox to have our in house Contract Development Officer Liz Armitage provide Council with a quote to prepare a Municipal Development Plan.</p> <p style="text-align: right;">CARRIED</p>
<b>Discussion</b>	<p>The fee proposal provided for the completion of the Municipal Development Plan is separated into two parts:</p> <ol style="list-style-type: none"> <li>1. Vicinia Planning &amp; Engagement Inc. for planning specific work at a fee of \$8000.00 + GST.</li> <li>2. Tagish Engineering Ltd. for mapping and engineering review for a fee of \$1,922.40 + GST.</li> </ol> <p>Both letter fee proposals are attached.</p> <p>If work begins immediately, the targeted completion date with approval from Council is January 2016.</p> <p>An important component of the Municipal Development Plan preparation will include a review of existing statutory documents. A gap analysis will be prepared which will highlight the discrepancies and deficiencies in the town's existing statutory policies that can be utilized to prioritize future planning work.</p>
<b>Relevant Policy/Legislation</b>	Municipal Government Act



TOWN OF RIMBEY REQUEST FOR DECISION

<b>Options/Consequences</b>	<p>Council may choose to:</p> <ol style="list-style-type: none"> <li>1. Accept the fee proposals as attached and instruct work to being immediately.</li> <li>2. Direct Administration to seek additional fee proposals for council's consideration.</li> <li>3.</li> </ol>
<b>Desired Outcome(s)</b>	<p>The Town of Rimbey develops a Municipal Development Plan that aligns with the requirements of the Municipal Government Act and meets professional standards.</p>
<b>Financial Implications</b>	<p>Allocate approximately \$10,000 to the completion of the Municipal Development Plan.</p>
<b>Follow Up</b>	<p>None</p>
<b>Attachments</b>	<p>Vicinia Planning &amp; Engagement Inc. Fee Proposal Tagish Engineering Ltd. Fee Proposal</p>
<b>Recommendation</b>	<p>Town Administration recommends Council approve option number one presented above:</p> <ol style="list-style-type: none"> <li>1. Accept the fee proposals as attached and instruct work to being immediately.</li> </ol>
<b>Prepared By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <hr style="width: 100%;"/> <p>Liz Armitage Contract Development Officer</p> </div> <div style="text-align: right;"> <p><u>September 9, 2015</u> Date</p> </div> </div>
<b>Endorsed By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <hr style="width: 100%;"/> <p>Donna Tona, CTS Interim Chief Administrative Officer</p> </div> <div style="text-align: right;"> <p><u>Sept 09/15</u> Date</p> </div> </div>

August 31, 2015

Ms. Donna Tona  
C/O Town of Rimbey  
4938-50th Ave  
P.O. Box 350  
Rimbey, Alberta T0C 2J0

Dear Ms. Tona,

**Re: Town of Rimbey Planning and Development, Municipal Development Plan  
Our File No. 1005-1-15**

We are pleased to present you with the fee proposal for Municipal Development Plan (MDP) for the Town of Rimbey.

**DESCRIPTION OF SERVICES:**

- Conduct a review of background documentation, including:
  - Existing MDP
  - Draft MDP prepared by West Central Planning Agency
  - Area Structure Plans
  - Land Use Bylaw
- Community consultation will include:
  - The Strategic Planning exercise currently underway will be utilized to build the vision for the MDP. No additional visioning sessions will be conducted.
  - One open house will be held after first reading and prior to the public hearing.
- We propose the following be considered and included in the MDP:
  - Purpose / Administration
  - Vision
  - Hierarchy of Plans
  - Sustainability
  - Development objectives and policies pertaining to residential, commercial, industrial, agriculture, recreation, institutional, transportation and utilities, environment and inter-municipal cooperation development.
- A detailed list of policy gaps will be prepared as part of the MDP preparation process.

**BASIS OF FEE:**

For performance of the services, we propose a consulting fee of one hundred dollars per hour (\$100.00), to a total of 80 hours (\$8,000 total). Only those hours utilized will be billed. Mileage will be charged at \$0.52 per kilometre. Disbursements will be charged at a cost plus ten percent. The fee does not include GST.



Town of Rimbey  
4938-50th Ave  
Municipal Development Plan  
August 31, 2015  
Our File No. 1005-1-15

Activities outside the scope of this proposal include:

- Amendments to existing statutory documents may be required for compliance and consistency.
- Mapping and engineering review. A separate proposal has been provided by Tagish Engineering for these services.

**ADDITIONAL WORK:**

Additional work arising outside of the description of the scope listed above will be mutually reviewed by our offices prior to the work proceeding.

**TERMINATION:**

Either party may terminate this engagement without cause upon thirty days' notice in writing. On termination by either party under this paragraph, the Client shall forthwith pay to the Consultant its Charges for Services performed, including all expenses and other charges incurred by the Consultant for this Project.

**LIMITATION OF LIABILITY:**

The Consultant's liability under this agreement to the Client for any claim related to or arising in connection with the subject matter of this agreement or any services provided hereunder, whether in contract or in tort and including the negligence of the Consultant or the Inspector, shall be limited to direct loss or damage arising from such breach of contract or such tort or such negligence and, further, shall be strictly limited to the average monthly value of the fees paid by the Client hereunder. No claims may be brought against the Consultant in contract or tort more than two years after the Services were completed or terminated under this agreement.

**TERMS:**

Invoices will be rendered monthly and are payable within 30 days. Interest will be charged on accounts, which are outstanding over 60 days at a rate of 0.3 percent by week.

We trust this meets your present requirements and look forward to working with you. Should you require additional information or have any questions, please do not hesitate in contacting our office.

Sincerely,



Elizabeth Armitage, MEdes, RPP, MCIP  
Vicinia Planning + Engagement Inc.

# MEMO

**To: Liz Armitage**

**From: Greg Smith, P. Eng.**

**CC:**

**Date: August 17, 2015**

**Re: MDP Mapping and Engineering Policy      Project No.: RB00**

As requested Tagish has compiled a budget estimate for the updating the maps within the MDP and providing engineering related comments throughout the document. We have estimated on the basis of using the existing maps and MDP information previously completed for the Town. Upon review we foresee the following budget:

- 16hrs for Drafting Technologist = \$1,200
- 4hrs of Engineering Input related to MDP = \$580
- Disbursements at 8% of Labour = \$142.40

Total = \$1,922.40

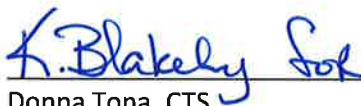
The above is an hourly budget and if the MDP can be updated for the less effort than estimated the savings would remain with the Town. Should you have any questions or would like to discuss this further please contact me.

Best Regards,

Greg Smith, P. Eng.



# TOWN OF RIMBEY REQUEST FOR DECISION

<b>Council Agenda Item</b>	7.7	
<b>Council Meeting Date</b>	September 14, 2015	
<b>Subject</b>	Tagish Engineering Project Status Updates for September 8, 2015	
<b>For Public Agenda</b>	Public Information	
<b>Background</b>	Tagish Engineering is supplying their status report	
<b>Discussion</b>	Tagish Engineering is the Town of Rimbey's Engineering Firm. As such they are required to provide status updates as well as meetings with administration.	
<b>Relevant Policy/Legislation</b>	Not applicable	
<b>Options/Consequences</b>	Not applicable	
<b>Desired Outcome(s)</b>	Not applicable	
<b>Financial Implications</b>	None at this time	
<b>Follow Up</b>	None at this time	
<b>Attachments</b>	Tagish Engineering Ltd. Project Status Updates for September 8, 2015	
<b>Recommendation</b>	Administration respectfully requests Council accept the Tagish Engineering Ltd. Project Status Updates for September 8, 2015, as information.	
<b>Prepared By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;">               Donna Tona, CTS              Interim Chief Administrative Officer           </div> <div style="border-top: 1px solid black; width: 150px;"></div> <div style="text-align: center;">Date</div> </div>	
<b>Endorsed By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;">             Donna Tona, CTS              Interim Chief Administrative Officer           </div> <div style="border-top: 1px solid black; width: 150px;"></div> <div style="text-align: center;">Date</div> </div>	



## PROJECT STATUS UPDATES

September 8, 2015

# Town of Rimbey

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## **RB00 – Rimbey General**

This project is for small general requests for the Town.

(July 25) The second review of the WSP, Rimstone Drive extension plans were submitted. All points have been addressed and a letter was sent out on July 23.

(August 11)

- August 5, FAC Surface Improvements inspection was completed on Stan Cummings development,
- August 5, meeting was held regarding the Carey Anderson Development sewage grinder pump. Developer will complete repairs, and cost will be shared by Developer, Builder and Town.
- Olds Concrete Ltd. was contacted to replace cracked concrete on 50 St.
- 

(August 25)

- FAC inspection was completed on the 2014 Concrete Replacement Program.
- August 20, a Construction Completion inspection for Underground Utilities was completed on the SJC Development Corp Site.
- Small Communities Fund (SCF) grant for the pump-house upgrade was not approved by Alberta Municipal Affairs.

## **RB106 Rimbey Northeast Lagoon Subdrain Upgrades - GM**

This project is related to all work involving the NE Lagoon repairs and drainage.

(July 28) AMEC continue to work on the ground water sampling.

(August 11) AMEC has retested to confirm specific chemical content the ground water.

(August 25) Tagish Engineering supplied AMEC with additional information obtained from Omni-McCann regarding Well 13, and the location of sludge pile removed from the Lagoon Cells during the 2007 – 2009 construction of the NE Lagoon.

(September 8) AMEC is working on completing the required testing and will be preparing a ground water report on Well 13.

## **RB122 – Water System Upgrades 2014 – (GM)**

(July 28) Nason Contracting Group Ltd. is compiling O&M manuals for the installations at the Wells and Main Pump House.

(August 11) No Change.

(August 25) A Construction Completion Inspection will be scheduled for the week of August 31, 2015.

(September 8) A CCC inspection and release of Holdback Progress Payment are be scheduled for completion by September 18.

**RB126 – 2015 New Water Well Phase 1 – (GM)**

Included in the 2015 Capital Budget, Council approved funds to retain a Hydrogeologist to assist the Town in locating a new ground water source. To complete this task the Town of Rimbey selected Omni-McCann Consulting Services. Phase 1 of the project includes reviewing all of the Town of Rimbey's water well data and Alberta Environment data to determine a probably location and water source. Phase 1 would include the drill and testing of an observation wells to determine a location for a production well. Phase 2 (2016 Capital) would include the drilling, testing and registering of a new production well.

(July 28) Meeting with Town staff, Omni-McCann and Tagish Engineering are scheduled for August 8 to discuss the options provided in the Omni-McCann May 20, 2015 letter.

(August 11) August 5, 2015 met with Town and Omni-McCann to discuss options to redevelop Well 10. It was decided to wait for the results of the AMEC report on Well 13, prior to completing work on the new water supply.

(August 25) August 12, a meeting with Omni-McCann discussed the possibility of redeveloping Well 10. Currently the well is cased through several water bearing layers which under current regulations by Alberta Environment are not permitted. Omni-McCann have indicated that by re-developing the well it may be possible to increase Well 10 production output.

(September 8) No Change.



# TOWN OF RIMBEY REQUEST FOR DECISION

<b>Council Agenda Item</b>	7.8
<b>Council Meeting Date</b>	September 14, 2015
<b>Subject</b>	Town of Rimbey Logo
<b>For Public Agenda</b>	Public Information
<b>Background</b>	The Town of Rimbey approved Policy 101 Town of Rimbey Logo, by way of resolution 453/86, on September 10, 1986.
<b>Discussion</b>	<p>During the discussions regarding the Town of Rimbey's new web site, it has become apparent the very first thing a person sees is the Town Logo. Mr. Oliver was asked to prepare logo options for Council's perusal and ultimate decision on a new logo for the Town of Rimbey.</p> <p>Mr. Oliver has provided 5 logo options. Please note, these are proof of concept only and once one of the logos has been selected to become our logo, he will fine tune the graphics.</p> <p>Policy 101 Town of Rimbey Logo, will need to be amended to reflect the new logo when selected.</p>
<b>Relevant Policy/Legislation</b>	Town of Rimbey Policy 101
<b>Options/Consequences</b>	<p>Council may opt to accept one of the logos provided.</p> <p>Council may opt to request alterations of a specific logo.</p> <p>Council may opt to reject the logos submitted.</p>
<b>Desired Outcome(s)</b>	To have a new logo for Rimbey.
<b>Financial Implications</b>	Cost would be incorporated with the web site design.
<b>Follow Up</b>	Advise Mr. Oliver as to Council's wishes.
<b>Attachments</b>	<p>Rimbey logo options numbered 1 through 5</p> <p>Policy 101 Town of Rimbey Logo</p>
<b>Recommendation</b>	For Council to choose a new logo for Rimbey.

**Prepared By:**

*Donna Tona*  
 Donna Tona, CTS

Interim Chief Administrative Officer

*Sept 10/15*  
 Date

**Endorsed By:**

\_\_\_\_\_  
 Donna Tona, CTS  
 Interim Chief Administrative Officer

\_\_\_\_\_  
 Date

1





2



3



*Rimbey*

4



*Rimbey*

5

*Rimbey*



# Town of Rimbe Policy Manual

**Title:** Town of Rimbe Logo **Policy No.:** 101

**Supercedes:** New

**Approved:** September 10, 1986

**Resolution No.:** 453/86

**Effective Date:** September 10, 1986

**Purpose:**

**Policy Statement:**

To adopt the Logo as shown below, as the official Logo of the Town of Rimbe.



**Initial Policy was Approved:** September 10, 1986

**Resolution:** 453/86

**Revised:**

**Resolution:**