

TOWN OF RIMBEY

TOWN COUNCIL AGENDA

AGENDA FOR REGULAR MEETING OF THE TOWN COUNCIL TO BE HELD ON
TUESDAY, NOVEMBER 10, 2020 AT 5:00 PM IN THE COUNCIL CHAMBERS OF
THE TOWN ADMINISTRATION BUILDING, 4938 – 50 AVENUE, RIMBEY,
ALBERTA

1	Call to Order Regular Council Meeting & Record of Attendance	
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9.	Correspondence	
10.	Open Forum (<u>Bylaw 939/18– Council Procedural Bylaw Part XXI 1.</u> 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.	Closed Session	
	11.1 FOIP Section 17 Disclosure harmful to personal privacy – Personnel	
12.	Adjournment	



REQUEST FOR DECISION

Council Agenda Item	3.0
Council Meeting Date	November 10, 2020
Subject	Minutes
For Public Agenda	Public Information
Attachments	3.1 Minutes of Organizational Council October 27, 2020 3.2 Minutes of Regular Council October 27, 2020
Recommendation	Motion by Council to accept the Minutes of the Organizational Council Meeting of October 27, 2020, as presented. Motion by Council to accept the Minutes of the Regular Council Meeting of October 27, 2020, as presented.
Prepared By:	<p><u>Lori Hillis</u> _____ <u>November 4, 2020</u> _____ Lori Hillis, CPA, CA Date Chief Administrative Officer</p>
Endorsed By:	<p><u>Lori Hillis</u> _____ <u>November 4, 2020</u> _____ Lori Hillis, CPA, CA Date Chief Administrative Officer</p>

MINUTES OF THE ORGANIZATIONAL MEETING OF TOWN COUNCIL HELD ON TUESDAY, OCTOBER 27, 2020 IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING, 4938 – 50 AVENUE, RIMBEY, ALBERTA.

1. Call to Order Mayor Pankiw called the meeting to order at 5:00 pm, with the following in attendance:

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel
Chief Administrative Officer – Lori Hillis, CPA, CA
Development Officer – Liz Armitage
Director of Public Works – Rick Schmidt
Recording Secretary – Kathy Blakely

Absent
Councillor Coulthard

Public:
4 members of the public
Kate Finley – MA & Paws Inc.

2. Adoption of Agenda 2.1 October 27, 2020 Council Organizational Meeting Agenda

Motion 251/20

Moved by Councillor Payson to accept the Agenda for the October 27, 2020 Council Organizational Meeting, as presented.

In Favor
Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

3. General Items 3.1. Council Meeting Dates and Times

Motion 252/20

Moved by Councillor Curle to schedule Regular Meetings of Council for the 2nd and 4th Tuesdays of the month, with the exception of December 2020, whereby there will only be one Regular Council Meeting on the 2nd Tuesday of the month, December 8th, and with the exception of July and August 2021, whereby there will only be one Regular Council Meeting per month on the 4th Tuesday, being July 27th, 2021 and August 24th, 2021, and with the exceptions of September 28, 2021 and October 12, 2021, whereby there will be no Regular Meeting of Council due to the October 18, 2021 Municipal Election, and further that all Regular Council Meetings are to be held in the Council Chambers located in the Town of Rimbey Administration Office, 4938 – 50 Avenue and shall commence at 5:00 pm.

In Favor
Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

Motion 253/20

Moved by Councillor Rondeel to refrain from inviting the elementary school classes to visit Council as in previous years, due to the COVID 19 pandemic.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

4. Appointments

4.1 AuditorMotion 254/20

Moved by Councillor Payson to appoint Seniuk & Company as auditors for the Town of Rimbey for the years 2020 through 2024.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

4.2 Deputy Director of Emergency ManagementMotion 255/20

Moved by Councillor Curle to appoint the position of Community Peace Officer as the Deputy Director of Emergency Services.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

4.3 Council Committee/Board AppointmentsMotion 256/20

Moved by Councillor Curle to accept the appointments of Councillors to the Boards and Committees, as attached to and forming part of these minutes.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

4.3 FCSS – Members from the Town of Rimbey at Large Appointed by CouncilMotion 257/20

Moved by Councillor Payson to appoint Faith Pilgrim, MaryAnn Josephson and Bill Coulthard to the Rimbey Family and Community Support Services Board for the period of October 27, 2020 to the Organizational Meeting in the fall of 2021.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

4. Bylaw Committee – Members from the Town of Rimbey at Large Appointed by CouncilMotion 258/20

Moved by Councillor Curle to appoint Janet Carlson, Jack Webb and Connor Ibbotson to the Bylaw Committee from October 27, 2020 to the Organizational Meeting in the fall of 2021.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

5. Adjournment

5.1 AdjournmentMotion 259/20

Moved by Councillor Curle to adjourn the meeting.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

Time of Adjournment: 5:11 pm.

 MAYOR RICK PANKIW

 CHIEF ADMINISTRATIVE OFFICER LORI HILLIS

TOWN OF RIMBEY

TOWN COUNCIL

MINUTES OF THE REGULAR MEETING OF TOWN COUNCIL HELD ON TUESDAY, OCTOBER 27, 2020 IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING, 4938 – 50 AVENUE, RIMBEY, ALBERTA.

1. Call to Order Mayor Pankiw called the meeting to order at 5:12 pm, with the following in attendance:

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel
Chief Administrative Officer – Lori Hillis, CPA, CA
Development Officer – Liz Armitage
Director of Public Works – Rick Schmidt
Recording Secretary – Kathy Blakely

Absent
Councillor Coulthard

Public:
4 members of the public
Kate Finley – MA & Paws Pet Supply Delegation

2. Adoption of Agenda 2.1 October 27, 2020 Agenda

Motion 260/20

Moved by Councillor Curle to accept the Agenda for the October 27, 2020 Regular Council Meeting, as presented.

In Favor
Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

3. Minutes 3.1. Minutes of Regular Council Meeting October 13, 2020

Motion 261/20

Moved by Councillor Payson to accept the Minutes of the Regular Council Meeting of October 13, 2020, as presented.

In Favor
Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

4. Public Hearings 4.1 Public Hearings - None

5. Delegations 5.1 Kate Finley, MA & Paws Pet Supply – Off Leash Dog Park
- Motion 262/20
- Moved by Councillor Rondeel to accept the presentation from Kate Finley, MA & Paws Pet Supply regarding an off leash dog park, as information, and defer the request to the 2021 budget deliberations.
- In Favor Opposed
- Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel
- CARRIED
6. Bylaws 6.1 Bylaws None
7. New and Unfinished Business 7.1 Local Improvement Plan – Evergreen Estates
- Motion 263/20
- Moved by Councillor Curle to approve the Local Improvement Plan – Evergreen Estates Paving and forward the Local Improvement Plan – Evergreen Estates to each affected property owner.
- In Favor Opposed
- Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel
- CARRIED
- 7.2 Road Right of Way Acquisition – 53 Street
- Motion 264/20
- Moved by Councillor Rondeel to support the owner of 5111 43 Street to transfer Lot A, Block 9, Plan 6268CE to the Town as a registered road plan with the cost of the process to be paid for by the owner of 5111 43 Street.
- In Favor Opposed
- Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel
- CARRIED
- Kate Finley of MA & Paws Inc. and 2 members of the public departed the Council meeting at 5:42 pm.

8. Reports

8.1 Department Reports

8.1.1 Chief Administrative Officer Report

8.1.2 Director of Finance Report

Motion 265/20

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

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

8.2 Boards/Committee Reports

8.2.1 Tagish Engineering Ltd Projects Status Update to October 1, 2020

8.2.2 Bylaw Committee Minutes of October 6, 2020

Motion 266/20

Moved by Councillor Payson to accept the Tagish Engineering Ltd. Projects Status Update to October 1, 2020 and the Bylaw Committee Minutes of October 6, 2020, as information.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

8.3 Council Reports

8.3.1 Mayor Pankiw's Report

8.3.2 Councillor Coulthard's Report

8.3.3 Councillor Curle's Report

8.3.4 Councillor Payson's Report

8.3.5 Councillor Rondeel's Report

Motion 267/20

Moved by Councillor Rondeel to accept the Council Reports as presented.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

9. Correspondence

Correspondence

9.1 Rimbey Municipal Library Building Committee - Expansion Update

Motion 268/20

Moved by Councillor Curle to accept correspondence from the Rimbey Municipal Library Building Committee regarding the expansion update, as information.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

10. Open Forum

10.1 Open Forum

11. Closed Session

11.1 Closed Session – None

12. Adjournment

12.1 Adjournment

Motion 269/20

Moved by Councillor Curle to adjourn the meeting.

In Favor

Mayor Pankiw
Councillor Curle
Councillor Payson
Councillor Rondeel

Opposed

CARRIED

Time of Adjournment: 5:55 pm.

MAYOR RICK PANKIW

CHIEF ADMINISTRATIVE OFFICER LORI HILLIS

Council Agenda Item	7.1
Council Meeting Date	November 10, 2020
Subject	Waste Management
For Public Agenda	Public Information
Background	<p>The Town of Rimbey currently has a service with Cast-A-Waste Inc. for residential waste collection and residential recycling.</p> <p>3.1 TERM OF CONTRACT</p> <p>3.1.1 The term of this Agreement shall commence April 1, 2016 (the “Commencement Date”) and subject to extension or earlier termination as provided for herein, shall be in effect for a Period of five (5) years.</p> <p>3.1.2 At The Town’s discretion the term of the Contract may be extended under the same terms and conditions for one (1) successive period of two (2) years such that the maximum term of the Contract will not exceed seven (7) years.</p> <p>Administration has received a letter from Cast-a-Waste Inc. proposing the two year extension under the same terms and conditions, with the following proposed amendments, effective April 1, 2021:</p> <ul style="list-style-type: none"> - Monthly garbage collection to increase from \$5,650 per month to \$5,850 per month (annual \$67,800 to \$70,200) - Monthly recycling collection to increase from \$3,300 per month to \$3,500 per month (annual \$\$39,600 to \$42,000) <p>Even with the increase in contract costs, garbage and recycle collection fees to the residents could remain at current rates.</p> <p>At the Regular Council Meeting of July 28, 2020 Council passed the following motion:</p> <p style="text-align: center;"><u><i>Motion 172/20</i></u></p> <p style="text-align: center;"><i>Moved by Mayor Pankiw to have administration to investigate different options for garbage, recycle and composting and bring back to Council in the fall of 2020.</i></p> <p><i>In Favor</i> <u><i>Opposed</i></u></p> <p><i>Mayor Pankiw</i></p> <p><i>Councillor Coulthard</i></p> <p><i>Councillor Curle</i></p> <p><i>Councillor Payson</i></p> <p><i>Councillor Rondeel</i></p> <p style="text-align: right;">CARRIED</p>

<p>Discussion</p>	<p>At the Regular Council Meeting of July 28, 2020 Council discussed the possibility of establishing an automated cart-based collection program for residential areas that includes garbage and recycle collection as well as introducing a compost program.</p> <p>The current contract provides for once weekly garbage collection and biweekly recycle collection. No household waste compost program is available however yard waste collection is done by the Town during the months of May to October. The yard waste program is separate from the Residential Waste Collection Contract.</p> <p>The biggest cost factor in implementing an automated cart-based program is the cost of the containers. A separate cart is required for garbage, recycle, and compost. The average cost of each container is approximately \$60 - \$75 and a full program requires 3 carts per household. As the Town of Rimbey has approximately 970 residential customers, the initial cost to purchase the containers would be about \$174,600 to \$218,250. If the cost of the containers is amortized over 10 years the annual cost to each household would be an additional \$18 - \$23 per year, or \$6 - \$8 per container. This cost would not be reduced at the end of the amortization period as it is anticipated the containers would need to be replaced after the 10 year period and to be able to replace lost or damaged containers.</p> <p>A Request for Proposal for the Waste Collection Contract is required before the costs of collection and disposal can be determined.</p> <p>It may be possible to implement the program in stages rather than all at once, possibly starting with the garbage cart initially and adding the recycle and compost portions at a later date. It has been suggested that the garbage and recycle pick-up could be changed to biweekly and compost weekly however, until the full program is in place garbage pick-up should remain at once per week.</p>
<p>Options/Consequences</p>	<ol style="list-style-type: none"> 1. Enter into a Residential Waste Collection Service Agreement Extension of the current contract for the two year period commencing April 1, 2021 and ending March 31, 2023 under the same terms and conditions, with garbage collection costs to increase from \$5,650 to \$5,850 per month and with recycle collection costs to increase from \$3,300 to \$3,500 per month. 2. Let the current Residential Waste Collection Service Agreement expire and put out a Request for Proposal with no changes to the service. 3. Put out a Request for Proposal for the fully automated 3 cart service contract for garbage, recycle and compost collection. 4. Put out a Request for Proposal for fully automated 1 or 2 cart service contract for garbage or recycle or compost service contract.
<p>Financial Implications</p>	<p>As above</p>
<p>Attachments</p>	<p>Letter from Cast-A-Waste Inc. Residential Waste Collection Service Agreement</p>



REQUEST FOR DECISION

Recommendation

Due to the current Alberta economy and Council's desire to keep taxes and utility rates consistent with last year, Administration recommends entering into a Residential Waste Collection Service Agreement Extension of the current contract for the two year period commencing April 1, 2021 and ending March 31, 2023 under the same terms and conditions, with garbage collection costs to increase from \$5,650 to \$5,850 per month and with recycle collection costs to increase from \$3,300 to \$3,500 per month.

Prepared By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

November 4, 2020

Date

Endorsed By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

November 4, 2020

Date



Cast-A-Waste Inc.



Box 1183 Rimbey, AB T0C 2J0 Phone: (403)704-7159

July 13, 2020

Town of Rimbey
c/o Lori Hillis, CAO
Box 350
Rimbey, AB
T0C 2J0

Dear CAO Hillis,

Cast-A-Waste Inc. enjoys the long partnership established with the Town of Rimbey and would like to request the Town consider an extension as per clause 3.1.2 of the current contract.

The existing contract expires March 31, 2021. We would like to propose a two-year extension under the same terms and conditions, with the following proposed amendments, to be effective April 1, 2021:

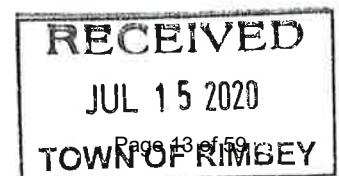
- Monthly garbage collection to go from \$5,650 per month to **\$5,850** per month
- Monthly recycling collection to go from \$3,300 per month to **\$3,500** per month

This request represents an overall increase of 2.2% per year over the next two years, through to spring 2023. The annual Consumer Price Index for Alberta as of January 2020 is 3%. The uncertainty and added costs of the Covid pandemic is sure to increase the annual CPI for 2020 and beyond.

Cast-A-Waste Inc. believes our proposal provides cost assurance for the Town of Rimbey in addition to a continued high level of service to residents for its waste collection needs. Please feel free to contact me at 403-704-7159 to arrange a time to meet if you wish to discuss this proposal further. Cast-A-Waste Inc. looks forward to your response.

Sincerely,

Kelly Giesbrecht, Principal
Cast-A-Waste Inc.



RESIDENTIAL WASTE COLLECTION SERVICE AGREEMENT

This Agreement made effective as of the 22 day of March, 2016

Between:

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

- and -

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

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

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

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

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

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

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

ARTICLE 1
SERVICES CONTRACTED

1.1 DEFINITIONS

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

1.2. SCOPE OF SERVICE

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

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

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

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

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

1.3. PREPARATION OF RESIDENTIAL WASTE AND RECYCLING FOR COLLECTION

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

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

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

1.3.4. Carts, cans or bags containing Residential Waste and Recycling to be collected shall be collected in the lane behind each residential dwelling unit. The Town will provide a map to the Contractor of the Residential Waste and Recycling that shall be collected from the front property line of the residential dwelling or curbside. The Contractor shall at no time trespass upon private property to collect Residential Waste and Recycling.

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

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

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

1.4. MANNER OF COLLECTION

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

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

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

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

- 1.4.5. All waste collection vehicles shall have some form of communication device on board (radio or cell phone) to enable close communication between the Town and the Contractor.
- 1.4.6. All equipment supplied by the Contractor shall meet current safety and environmental regulations.
- 1.4.7. The Collectors shall inform the Town of any issues (i.e. tagged bags or late set out) by telephone at the end of every collection day prior to leaving Rimbey. The Town shall contact the Collectors if any customer service requests have been received. The Contractor/Collectors will service any and all customer service requests the day of the request whenever possible. Timing of the fulfillment of the Customer Service Request(s) is to be determined by the Town.
- 1.4.8. The Collection Route is said to be complete when all dwellings included within the Town have been collected and all Customer Service Requests have been fulfilled.
- 1.4.9. Where a Residential Dwelling Unit is serviced by a gravelled alley or lane way, and where the Contractor must utilize the gravelled alley or lane way for the purpose of collecting Residential Waste, the Contractor shall use reasonable efforts to operate heavy machinery and equipment along the central part of the alley or lane way so as to avoid deep rutting or similar damages to the edges of the alley or lane way. Regular non-emergency use of the emergency brakes is prohibited.
- 1.4.10. In the event that alley or lane way rutting or similar damage occurs, the Contractor shall contact the Town immediately so that repairs can be made during normal working hours. Initial or first occurrence repairs shall be performed by the Town at no charge to the Contractor. Where there is subsequent damage for which the Contractor has been determined to be responsible by the Town, the Contractor will be invoiced for all personnel and equipment costs as per the Town's rates and fees and the Contractor shall pay such invoice in full within 30 days of the invoice date.
- 1.4.11. It is understood and agreed that the Town shall not be responsible for towing charges or damage occasioned by the condition of the Town streets or lanes.
- 1.4.12. At no time shall the Contractor allow any individual, other than the Contractor's agents or employees, in or on a waste collection vehicle while in the Town's corporate boundaries.

1.5. SCHEDULE AND TIME

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

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

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

1.6. DISPOSAL

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

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

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

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

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

ARTICLE 2
CONTRACTOR'S COVENANTS

2.1 ACTS & REGULATIONS

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

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

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

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

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

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

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

2.2. PERFORMANCE

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

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

2.3. INSURANCE REQUIREMENTS

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

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

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

2.3.1.2. An automobile liability insurance policy, covering all owned automobiles used in connection with or relating to the Services provided by the Contractor, such policy shall protect and indemnify the Town and the Contractor and its

employees, agents, servants, invitees, customers and those for whom it is responsible at law, from and against all claims for damage or injury to person or property for the loss of life including liability assumed under this Agreement. The limits of such coverage shall be TWO MILLION DOLLARS (\$2,000,000.00) per automobile and TWO MILLION DOLLARS (\$2,000,000.00) per occurrence.

- 2.3.2. The said insurance policies shall include provision for The Town to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change.
- 2.3.3. The Contractor shall provide documentary evidence in a form satisfactory to The Town of the above mentioned insurance policy at inception of the Contract and at each renewal date thereafter or when requested by the Town.
- 2.3.4. The Contractor and not The Town shall be responsible for any deductible that may apply in any of the said insurance policies.
- 2.3.5. The insurance requirements detailed here are considered to be the minimum required by the Contractor. These limits may be exceeded by the Contractor without consultation with the Town.

2.4. SECURITY CLEARANCE

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

- 2.4.1. NOT assign ANY person to perform work for The Town that is under the age of 16.
- 2.4.2. PRIOR to permitting ANY employee to perform work on the Contractor's behalf within the Town's Buildings, CAUSE that person to submit an accurate and fully completed Security Clearance. A photocopy of identification satisfactory to the Town (usually a Driver's License, Immigration or Passport Documents, or other Photo bearing identification) MUST be provided and accompany the Security Clearance Form.
- 2.4.3. NOT assign ANY person to perform work within the buildings owned and operated by the Town until such time that the Security Clearance Form has been investigated and the result of that investigation is made known to the Town and the Contractor.
- 2.4.4. NOT assign ANY person to perform work within the buildings owned and operated by the Town of Rimbey that is found to have, or otherwise known by the Contractor, to have, a Criminal Record OR Conviction for offenses against persons or property (e.g. theft, shoplifting, assault, sexual offenses, etc.) for which a pardon has not been obtained.

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

2.5. EQUIPMENT

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

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

2.6. USE OF PREMISES

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

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

2.7. OCCUPATIONAL HEALTH & SAFETY

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

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

ARTICLE 3

CONTRACT DURATION AND TERMS OF PAYMENT

3.1 TERM OF CONTRACT

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

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

3.2. FIRM PRICE AND ESCALATION

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

3.3. INVOICE and PAYMENT PROCEDURES

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

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

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

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

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

3.4. LETTER OF CREDIT

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

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

3.5. TERMINATION

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

- 3.5.1.1. Non-performance or non-observance of any of the Contractor's covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the Town has given the Contractor notice in writing to rectify the non-performance or non-observance. If the failure cannot be remedied within fifteen (15) days, then the Town in its discretion may extend the time period for rectification or terminate this Agreement;
- 3.5.1.2. An assignment by the Contractor for the benefit of creditors or Contractor becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of a bankrupt or insolvent parties; or
- 3.5.1.3. The appointment of a Receiver for the Contractor.
- 3.5.1.4. In the event either 3.5.1.2 or 3.5.1.3 occurs, the Town will have the right to terminate this Agreement immediately.
- 3.5.1.5. Notwithstanding anything contained herein, the Town may, at any time during the term of this Agreement, upon giving 30 days' notice to the Contractor, terminate this Agreement if the Town is of the opinion that the services supplied by the Contractor no longer has the financial capability to perform its obligations under this Agreement.
- 3.5.1.6. The Town in its sole discretion may terminate this Agreement for reasons including, but not limited to, unethical or criminal activities by the Contractor upon giving 7 days' notice to the Contractor.

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

ARTICLE 4 GENERAL TERMS AND CONDITIONS

4.1 PERFORMANCE GUARANTEE

- 4.1.1. Within fifteen (15) days of signing this Agreement the Contractor shall furnish to the Town at the Contractor's own expense an irrevocable Letter of Credit in the amount of \$52,800.00.
- 4.1.2. The Letter of Credit shall secure the faithful performance of this Agreement including but not limited to the provisions set forth in this Agreement. This includes specifications and conditions of this Agreement, and in default thereof, to protect the Town against losses, incurred expenses or damage arising by reason of failure of the Contractor to faithfully

perform this Agreement. In the event of a default by the Contractor, the Town shall be entitled to take action upon the Letter of Credit in such manner as it shall determine in its absolute discretion.

4.2. INDEMNITY

4.2.1. The Contractor agrees to indemnify and hold harmless the Town from any loss or damage, any and all third party claims, demands, or actions, for which the Contractor is legally responsible, including those arising out of negligence, wilful harm, or crimes by the Contractor or Contractor's employees, agents, or sub-Contractors. This provision shall survive termination of this Agreement.

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

4.3. INDEPENDENT CONTRACTOR

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

4.4. CONFLICT OF INTEREST

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

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

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

authority with proper jurisdiction or to act to correct or report a situation which the Contractor may reasonable believe to endanger the safety or welfare of the public.

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

4.6. ASSIGNMENT OR SUBCONTRACTING

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

4.7. ENTIRE AGREEMENT AND GOVERNANCE

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

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

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

4.8. TIME

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

4.9. SALVAGE

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

4.10 REMEDIES

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

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

4.11 NOTICE

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

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

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

4.11.2 Any aforesaid notice, direction or other instrument, if delivered, shall be deemed to have been given or made on the date on which it was delivered, or if mailed, shall be deemed to have been given or made on the third business day following the date on which it was mailed. If at the date of mailing a postal strike, either threatened or in effect, could delay delivery, the notice, direction or instrument shall not be mailed but shall be delivered.

4.11.3 Any party to this Agreement may change their address for service from time to time by notice given in accordance with the foregoing.

4.12 SEVERABILITY

4.12.1 If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or

provision and all clauses, paragraphs, sub-clauses and sub-paragraphs hereof are declared to be separate and distinct covenants and shall be enforced to the greatest extent permitted by law.

4.13 HEADINGS

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

4.14 BINDING EFFECT

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

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

DATED, at the Town of Rimbey, in the Province of Alberta, this 22 day of March, 2016.

Cast-A-Waste Inc.

WITNESS: Jeanette Towle

PER: [Signature]

WITNESS: _____

PER: _____

Town of Rimbey

PER: [Signature]

PER: [Signature]

Schedule "A"
PRICE DETAIL SHEET

BACK ALLEY WEEKLY MANUAL WASTE COLLECTION AND DISPOSAL
Pricing Table 1

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

BI-WEEKLY BLUE BAG RECYCLING COLLECTION AND DISPOSAL
Pricing Table 3

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

The Town of Rimbey Solid Waste Management Bylaw

Bylaw 865/11

A BYLAW OF THE TOWN OF RIMBEY IN THE PROVINCE OF ALBERTA TO SET FORTH TERMS AND CONDITIONS FOR THE COLLECTION, REMOVAL AND DISPOSAL OF SOLID WASTE THROUGHOUT THE MUNICIPALITY.

WHEREAS, Pursuant to the provisions of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26 and amendments thereto, the Council may pass Bylaws respecting services provided by or on behalf of the Municipality and to pass a Bylaw respecting the safety, health and welfare of people;

NOW THEREFORE, the Council of The Town of Rimbey, duly assembled enacts as follows:

PART I - BYLAW TITLE

This bylaw may be cited as the "Solid Waste Management Bylaw".

PART II - DEFINITIONS

- 1) In this bylaw unless the context otherwise requires:
 - a) "blue bag" means a transparent plastic bag in which acceptable recyclable material may be placed.
 - b) "C.A.O." means the Chief Administrative Officer of the Town of Rimbey, or designate.
 - c) "Collector" means any person authorized to collect, remove and dispose of residential waste pursuant to this Bylaw.
 - d) "highway" means any thoroughfare, street, road, trail, avenue parkway, driveway, viaduct, lane, alley, square, bridge, causeway, trestleway, or other place, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of vehicles and includes:
 - i) a sidewalk (including the boulevard portion of the sidewalk);
 - ii) if a ditch lies adjacent to and parallel with the roadway, the ditch, and;
 - iii) if a highway right of way is contained between fences or between a fence and one side of the roadway, all the lands between the fences or all the lands between the fence and the edge of the roadway as the case may be, but;

The Town of Rimbey Solid Waste Management Bylaw

Bylaw 865/11

- iv) does not include a place declared by the Lieutenant Governor in Council not to be a highway.
- e) "Peace Officer" means any member of the RCMP, a Peace Officer and a Bylaw Enforcement Officer.
- f) "receptacle" means an animal proof container constructed of non-corrosive durable metal, rubber or plastic, equipped with a water tight cover and two (2) handles to facilitate handling.
- g) "recyclable material" means generally accepted materials for recycling including;
 - i) flattened corrugated cardboard
 - ii) flattened boxboard
 - iii) newsprint
 - iv) magazines and flyers
 - v) other paper and paper products
 - vi) tin – labels removed and rinsed
 - vii) plastic milk jugs and cardboard milk containers – lids removed and rinsed
 - viii) recyclable plastic containers
 - ix) clear glass jars – lids removed and rinsed
 - x) any other material designated recyclable by the Town
- h) "residential waste" means all non-hazardous materials coming from residential dwellings excepting restricted waste as outlined in, but not necessarily limited to, Clause 22 of this Bylaw.
- i) "Town" means the Town of Rimbey.

PART III – FEE STRUCTURE

- 2) The full cost of residential waste and recycling collection and disposal from eligible premises within all areas of the Town shall be recovered through a solid waste service fee charged on utility bills as set forth by Town policy or Bylaw.
- 3) Every eligible premise must participate in the residential waste management system as provided by the Town.

The Town of Rimbey Solid Waste Management Bylaw

Bylaw 865/11

- 4) Any utility account in arrears may be subject to additional interest costs or collection procedures as outlined by policy of Bylaw.
- 5) Eligible premises shall include single residential dwellings, mobile homes, duplex residential dwellings, and multi-residential row housing.
- 6) Non-eligible premises shall include all churches, commercial, industrial and institutional property and buildings as outlined by the Town's Land Use Bylaw, and apartments. Waste collection, removal and disposal from non-eligible premises is the sole responsibility and expense of the owner or occupier of the premises.

PART IV - COLLECTION

- 7) Collection of residential waste shall be on a weekly basis on a day determined by the C.A.O. in consultation with the Collector.
- 8) Collection of recyclable materials shall be once every two weeks on a day determined by the C.A.O. in consultation with the Collector.
- 9) The Town may contract with any person or persons and provide an exclusive or nonexclusive franchise for the collection, removal and disposal of residential waste and recyclable materials upon such terms and conditions as are considered expedient to the Town.
- 10) All eligible premises shall provide and maintain receptacles in good condition to contain all residential waste. All residential waste must be bagged before being placed in a receptacle. Each eligible premise shall be limited to four (4) bags of residential waste per week. Each bag shall weigh no more than 22.5 kg. The Collector reserves the right to refuse pickup of residential waste exceeding these limits. There is no limit to the amount of recyclable material, so long as it is contained in blue bags, eligible for pickup.
- 11) All receptacles must be fitted with covers, which must remain closed. The covers must be suitable to prevent residential waste from spilling or blowing from the receptacles and to prevent water or animals from entering.
- 12) Every person is required to place all recyclable material in a blue bag for collection.
- 13) Every person is required to purchase their own blue bags.

The Town of Rimbey Solid Waste Management Bylaw

Bylaw 865/11

- 14) No person shall place or keep receptacles upon any alley or highway of the Town. Such receptacles shall be kept at the rear of the building or premise adjacent to the alley so that the Collector shall have unobstructed and convenient access thereto.
- 15) Where any eligible premise is not served by an alley, the receptacles shall be placed for collection at a location as close as possible to the traveled portion of an adjacent highway but not on a sidewalk or in such a location as to interfere with pedestrian or vehicular traffic.
- 16) No person shall place their receptacle out for pickup prior to 5:00pm the evening before the collection day, and no later than 7:00am the morning of, to ensure pickup.
- 17) Where receptacles are placed in the front or on the side of a property for collection of residential waste, they must be removed from the front or side property on the same day that the collection has been made.
- 18) No person shall allow residential waste to spill over or accumulate on any alley, highway or adjoining public or private property. Every person will ensure that all residential waste is kept within their receptacles at all times.
- 19) No person shall allow their receptacles to fall into disrepair or become noxious, offensive or dangerous to public health.
- 20) No person shall pick over, interfere with, disturb, remove, or scatter any residential waste put out for collection or removal.
- 21) No person shall vandalize or willfully damage any residential waste container.
- 22) No person shall place out for collection, or mix with any other residential waste, any of the following items:
 - a) industrial waste, meaning any waste originating from an industrial site;
 - b) combustible or explosive or toxic material which, without limiting the generality of the foregoing, shall include fuels or lubricants, gun powder or bullets, dynamite, blasting caps, motion picture film or radioactive materials;
 - c) household hazardous waste or dangerous goods including solvents, oven cleaners, paints, automotive fluids, wet cell batteries, pesticides, herbicides, or any material commonly referred to as

The Town of Rimbey Solid Waste Management Bylaw

Bylaw 865/11

- household, commercial or industrial hazardous waste;
 - d) hypodermic needles, sharp objects or broken glass unless packaged in closed, secure, safety containers;
 - e) pathogenic and biomedical waste;
 - f) luminescent gas-filled light tubes, unless such lights are pre-broken or encased in a container of sufficient size and strength to protect such tubes from breakage during transit;
 - g) compressed propane or butane cylinders;
 - h) large or bulky items such as mattresses, box springs, furniture, major appliances, or auto and truck tires;
 - i) electronic equipment including televisions, computers, computer monitors, keyboards, and associated cables;
 - j) automotive parts including lead-acid batteries, scrap metal, oil filters, empty oil containers, tires and automotive bodies;
 - k) oil or other petroleum by-products;
 - l) sawdust, unless in closed containers before placing in the receptacles;
 - m) construction or renovation materials, stumps, concrete blocks or slabs;
 - n) hot ashes or other burning matter;
 - o) liquid wastes or sludge;
 - p) animal waste including dead animals, carcasses, offal, manure, kennel waste, animal parts or excreta, unless the animal excreta is packaged in a securely tied container before placing the waste in a receptacle;
 - q) commercial waste, meaning any waste originating from a place of business;
 - r) any other waste deemed to be prohibited from collection by the Collector, C.A.O. or Peace Officer.
- 23) All persons shall permit authorized Collectors to enter their property and premise at all reasonable times for the purpose of carrying out their duties.

The Town of Rimbey Solid Waste Management Bylaw

Bylaw 865/11

- 24) Any owner or occupant of non-eligible premises that does not have its waste removed in a manner satisfactory to the Town shall be charged for costs incurred by the Town to have the waste removed. Any unpaid portion of charges shall be added to the property taxes as per Town policy or Bylaw.
- 25) No person or persons shall deposit any residential waste in the container of a non-eligible premise without the permission of the owner or occupier of the premises.

PART V - ENFORCEMENT

- 26) The C.A.O. of the Town or a Peace Officer may, at their discretion, issue a letter or notice to anyone who is in contravention of any section of this Bylaw directing the said person to take any action required so as not to be in breach of the section. The notice or letter may provide a time frame for the person to complete the action.
- 27) Any person who does not comply with a notice or letter is subject to a penalty pursuant to a fine amount as listed in Schedule "A".
- 28) A Peace Officer is hereby authorized and empowered to issue a violation ticket to any person who the Peace Officer believes on reasonable and probable grounds has contravened any section of this Bylaw.
- 29) Any person to whom a violation ticket has been issued may make the voluntary payment, if one is offered, by delivering the violation ticket as per instructions on the violation ticket along with an amount equal to that specified for the offence as set out in this Bylaw.
- 30) Notwithstanding the provisions of this Bylaw, any person who has been issued a violation ticket pursuant to any section of this Bylaw may exercise his/her right to defend any charge of committing a contravention of any provision of this Bylaw.
- 31) A person issued a violation ticket for an offence shall be deemed sufficiently and properly served:
 - a) if served personally on the accused; or
 - b) if mailed by registered mail to the address of the person who has contravened this Bylaw.

The Town of Rimbey Solid Waste Management Bylaw

Bylaw 865/11

PART VI - SEVERABILITY

- 32) Should any provision of this Bylaw be invalid, then such invalid provision shall be severed and the remaining Bylaw shall be maintained.

PART VII - REPEAL

- 33) Bylaw No. 781/05 is hereby repealed.

PART VIII - EFFECTIVE DATE


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


READ a first time this 23 day of March, 2011

READ a second time this 23 day of March, 2011.

UNANIMOUSLY AGREED to present Bylaw 865/11 for third and final reading.

READ a third and final time this 23 day of March, 2011.


MAYOR


CHIEF ADMINISTRATIVE OFFICER

The Town of Rimbey Solid Waste Management Bylaw

Bylaw 865/11

SCHEDULE A - VIOLATIONS AND PENALTIES

Any person who commits a breach of any of the provisions of this bylaw shall be liable to a penalty of \$200.00 (Two-hundred dollars).

A person who commits a second or subsequent offence within a period of one (1) year may be subject to a fine that is double the amounts above.



REQUEST FOR DECISION

Council Agenda Item	7.2
Council Meeting Date	November 10, 2020
Subject	Christmas Hours
For Public Agenda	Public Information
Background	For the past several years, the Town’s operations have been closed for five (5) consecutive days depending on where Christmas Day and Boxing Day fall on the calendar. The current Employee Policy 1103 of the Town identifies closure for Christmas Day and Boxing Day. In 2020 Christmas Day and Boxing Day fall on Friday and Saturday.
Discussion	Administration respectfully requests Council consider closure of operations on Thursday, December 24, 2020 to allow staff to spend more time with their families. It is also a much needed break for the staff after a productive and engaging year.
Relevant Policy/Legislation	Policy 1103
Financial Implications	Loss of productivity for the day which Town operations are closed
Recommendation	Administration recommends Council approve the closure of Operations for the Town for the entire day of Thursday, December 24, 2020 and the employees of the Town of Rimbe to be paid for the entire day.

Prepared By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

Nov 5, 2020

Date

Endorsed By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

Nov 5, 2020

Date



REQUEST FOR DECISION

Council Agenda Item	8.1
Council Meeting Date	November 10, 2020
Subject	Department Reports
For Public Agenda	Public Information
Background	Department managers supply a report to Council, bi monthly advising Council of the work progress for the time period.
Discussion	8.1.1 Chief Administrative Officer Report 8.1.2 Director of Finance Report
Recommendation	Motion by Council to accept the department reports, as information.

Prepared By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

November 4, 2020

Date

Endorsed By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

November4, 2020

Date

Highlights

Tax and Utility Accounts:

- We are monitoring our outstanding tax and utility accounts compared to the same time last year to determine if our cash flow is being impacted by residents and business postponing their payments until December 2020 as there is no penalties for either taxes or utilities until the end of the year. At October 31, 2020 unpaid taxes are \$599,020 compared to \$241,060 as at October 31, 2019.
- Utility accounts remain consistent with last year.

Evergreen Paving Project:

- We are currently drafting Notice of Local Improvement letters to be sent to the affected property owners in Evergreen Estates.

Lori Hillis
Chief Administrative Officer

Council Board Report



Supplier : 1020405 to ZIM1598
 Fund : 1 GENERAL FUND
 Include all Payment Types : Yes

Date Range: 22-Oct-2020 to 04-Nov-2020
 Sequence by: Cheque/EFT#
 Fund No. Masked: Yes

Supplier Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
Wolseley Industrial Canada INC	46722	27-Oct-2020	Wolseley Industrial - CR to inv#786059	582.75
556436 Alberta Ltd.	46723	28-Oct-2020	Central Sharpening - sharpen ice knife	199.50
Accu-Flo Meter Service Ltd.	46724	28-Oct-2020	Accu-Flo - Maintenance - N Sight Software	5,105.10
Alberta Elevating Devices &	46725	28-Oct-2020	Alberta Elevating Devices/Safety Assoc.- elevato	266.70
AMSC Insurance Services Ltd.	46726	28-Oct-2020	AMSC - ins.-Mayor/Council	39.04
Boyarzin,Janet	46727	28-Oct-2020	J.Boyarzin - course refund	50.00
Brownlee LLP	46728	28-Oct-2020	Brownlee LLP - professional services	193.46
CAMPBELL,BOB	46729	28-Oct-2020	B.Campbell - cardlock refund	25.00
Canadian Pacific Railway Company	46730	28-Oct-2020	CP Rail - Hoadley crossing	296.00
Digitex Inc.	46731	28-Oct-2020	Digitex - CC - copies	31.47
Hi-Way 9 Express Ltd.	46732	28-Oct-2020	Hi-Way 9 - freight (Industrial Machine)	29.41
Imperial Esso Service (1971)	46733	28-Oct-2020	Imperial Esso - fuel - PW	92.61
John Deere Financial Inc.	46734	28-Oct-2020	John Deere Financial - parts - Unit 21	200.42
Longhurst Consulting	46735	28-Oct-2020	Longhurst Consulting - cartridges	310.80
New Can Truck Parts	46736	28-Oct-2020	New Can Truck Parts - Unit #5 - brake inspection	1,775.24
NICOLLS,MALAYNA	46737	28-Oct-2020	M.Nicolls - facility deposit refund	50.00
Rimbey & District Chamber Of Commerce	46738	28-Oct-2020	Rimbey Chamber of Commerce - Member fee	78.75
Rimbey Family & Community Support Services	46739	28-Oct-2020	Rimbey FCSS - Nov. 2020 - payment	15,868.00
Rimbey Implements Ltd.	46740	28-Oct-2020	Rimbey Implements - battery/core	131.12
SCHELL,HOLLY	46741	28-Oct-2020	H.Schell - development deposit refund	3,000.00
Stationery Stories & Sounds (2005)	46742	28-Oct-2020	Stationery Stories Sounds - office supplies	38.85
TALBOT,PASCAL	46743	28-Oct-2020	P.Talbot - fitness membership refund	40.95
Towle,Jeanette	46744	28-Oct-2020	J.Towle - cardlock refund	25.00
Uni First Canada Ltd.	46745	28-Oct-2020	UniFirst - coveralls/cleaning	132.60
Wood Environment & Infrastructure Solutions	46746	28-Oct-2020	Wood Environment - groundwater monitoring	393.23
AlSCO	46747	03-Nov-2020	AlSCO - janitorial supplies	1,281.14
AN Adventure Distribution & Consulting	46748	03-Nov-2020	An Adventure - janitorial supplies	72.77
Boys & Girls Club of Wolf Creek	46749	03-Nov-2020	Boys & Girls Club of Wolf Creek - community gra	10,000.00
Digitex Inc.	46750	03-Nov-2020	Digitex - Town Office - copies	1,117.15
Expert Security Solutions	46751	03-Nov-2020	Expert Security - security monitoring Nov.1-30/20	26.20
Imperial Esso Service (1971)	46752	03-Nov-2020	Imperial Esso - propane - arena	48.00
R&E ELEVATOR LTD.	46753	03-Nov-2020	R&E Elevator Ltd - handicap lift - CC -	472.50
Red Deer Lock & Safe Ltd.	46754	03-Nov-2020	Red Deer Lock & Safe - Town Office - front door	318.94
RJ Plumbing and Heating	46755	03-Nov-2020	RJ Plumbing - CC - roof top repairs	178.50
Royal Canadian Legion	46756	03-Nov-2020	Royal Canadian Legion - Rimbey - wreath	100.00
Town Of Rimbey	46757	03-Nov-2020	Town of Rimbey - utilities - Oct. 2020	1,212.12
Canada Revenue Agency	00041-0001	28-Oct-2020	CRA - payroll Oct 11-24/20 (Oct.30/20)	15,228.89
LAPP	00041-0002	28-Oct-2020	LAPP - Oct 30/20 biweekly payroll (Oct 11-24/20)	9,942.67
Meridian OneCap Credit Corp	00041-0003	28-Oct-2020	Meridian OneCap - copier lease - quarterly (Nov/	1,977.15
Telus Communications Inc.	00041-0004	28-Oct-2020	Telus - Oct.10/20 - Town invoice	2,227.96
LAPP	00042-0001	03-Nov-2020	LAPP - FCSS Nov.4/20 (biweekly payroll Oct.12-	1,414.20
VICTOR CANADA	00042-0002	03-Nov-2020	Victor - HCS acct top-up	11,078.19
Total:				85,652.38



REQUEST FOR DECISION

Council Agenda Item	8.2
Council Meeting Date	November 10, 2020
Subject	Boards/Committee Reports
For Public Agenda	Public Information
Background	Various Community Groups supply Minutes of their board meetings to Council for their information.
Discussion	8.2.1 FCSS/RCHHS Board Meeting Minutes of August 11 and September 17, 2020 8.2.2 Tagish Engineering Projects Status Update to October 15 and October 29, 2020 8.2.3 Bylaw Committee Meeting Minutes of October 20, 2020 8.2.4 Rimbey Historical Society Board Meeting Minutes of September 16, 2020
Recommendation	Motion by Council to accept the FCSS/RCHHS Board Meeting Minutes of August 11 and September 17, 2020, Tagish Engineering Projects Status Update to October 15 and October 29, 2020, Bylaw Committee Meeting Minutes of October 20, 2020, and the Rimbey Historical Society Board Meeting Minutes of September 16, 2020, as information.

Prepared By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

November 4, 2020

Date

Endorsed By:

Lori Hillis

Lori Hillis, CPA, CA
Chief Administrative Officer

November 4, 2020

Date

Family and Community Support Services (FCSS)
Rimbey Community Home Help Services (RCHHS)
BOARD MEETING MINUTES
August 11, 2020
2:00 p.m. Rimbey Provincial Building

PRESENT: N. Hartford, Chairperson
G. Rondeel, Board Member
K. Maconochie, Recording Secretary
P. Makofka, Executive Director
D. Noble, Board Member
F. Pilgrim, Board Member
P. McLaughlin, Ponoka County Councillor

REGRETS: M. Josephison, Board Member
I. Steeves, Vice Chairperson
B. Coulthard, Board Member
R. Schaff, Board Member

1. CALL TO ORDER
The meeting was called to Order by: N, Hartford at 2:03 p.m.

2. APPROVAL OF AGENDA

20-08-01 MOTION: By: F. Pilgrim: That the agenda is adopted as presented.

CARRIED

3. Declaration of Conflicts of Interest and Commitment (Real, Potential or Perceived)

A conflict of interest is defined as an actual or perceived interest by a staff or Board member in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain.

4. New Business

4.1 Discussion regarding past employee behavior.

It was decided that we are to continue doing business as normal and not to make any changes in how we do things at this time.

We agreed to not engage in conversation or communicate with the past employee in question, nor to email or put anything in written form at this time unless consultation takes place prior.

Should things escalate legal advice may be needed and Paul has offered to help us work through this process.

We will continue to use social media and our website to promote and create awareness of all the good work that FCSS is doing.

Human Resources development and management of this will be a focus going forward. This will be brought to the next regular board meeting.

The upcoming retreats were discussed, and we will be going ahead with the retreats as planned.

5. NEXT MEETING DATE: Board Meeting: September 17, 2020 at the Board Retreat at 10:00 a.m.

6. ADJOURNMENT

20-08-02 MOTION: By: N, Hartford: That the FCSS Board meeting adjourns at 3:10 p.m.

CARRIED

N. Hartford, Chairperson

K. Maconochie, Recording Secretary

Family and Community Support Services (FCSS)
Rimbey Community Home Help Services (RCHHS)
BOARD MEETING MINUTES
September 17, 2020
10:00 a.m. Rimbey Provincial Building

PRESENT: N. Hartford, Chairperson
M. Josephison, Board Member
I. Steeves, Vice Chairperson
P. Makofka, Executive Director
G. Rondeel, Board Member
B. Coultard, Board Member
D. Noble, Board Member
F. Pilgrim, Board Member
R. Schaff, Board Member

REGRETS: K. Maconochie, Recording Secretary

1. CALL TO ORDER

The meeting was called to Order by: N. Hartford at 10:00 a.m.

2. APPROVAL OF AGENDA

20-09-01 MOTION: By: F. Pilgrim: That the agenda is adopted as presented.

CARRIED

3. Declaration of Conflicts of Interest and Commitment (Real, Potential or Perceived)

A conflict of interest is defined as an actual or perceived interest by a staff or Board member in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain.

P. Makofka declared receipt of a gift of \$150.00 from Ponoka Adult Learning Council.

20-09-02 MOTION: By: G. Rondeel: that P. Makofka accept the gift and use for personal use.

Seconded by: M. Josephison

CARRIED

4. PREVIOUS MEETING MINUTES – June 18, 2020

20-09-03 MOTION: By: I. Steeves: That the Minutes of the June 18, 2020 Board Meeting be adopted as presented.

CARRIED

5. BUSINESS ARISING FROM THE MINUTES

5.1 Charity golf tournament cancellation – response

The letter we approved went out to past sponsors and golfers and several replied they were sorry and hoped to see us next year. Stu Shippy sent us \$1500.00 anyways as he figured we needed the money even more this year. A personal thank you was made to him via telephone.

6. OLD BUSINESS

6.1 2020 Block Party/Street Party updates

As we moved forward with this strategy to build our community capacity, it became clear that large, medium, and small groups were still risky and not advised. We opted to do a spin on the COVID-19 wellness bags that went over quite well with seniors. We started the "NINJA NEIGHBOUR" project-made up "fun" kits with toys, information for families and dispersed to 10 families. We hand-picked the families for reasons we felt made them vulnerable. The "NINJA NEIGHBOUR" was also a hit and it included a \$25.00 gift card from a local restaurant. Then we made NINJA "Good" NEIGHBOUR kits for adults (10 of them) and 5 for families for parents and kids. So we handed out a total of 25 NINJA kits. People were so happy and excited to be the recipients. It was a very rewarding project! We do have some gift cards left to use in the fall.

The last of the wellness kits were given out at the Food Bank on September 2, 2020.

6.2 2020 FCSS Family BBQ

A few staff have submitted photos of their virtual BBQ. If Board members have a photo could you please forward to volunteercoordinator@rimbeyfcss.com

6.3 Relaunch Plans

On August 13, 2020, AB Infrastructure spoke with Peggy and felt that even though FCSS had done a good job of preparing to open up, they were advising us to wait.

So we will watch and wait for now. We are still able to operate our business.

AFS upstairs will be re-evaluating Nov 1, 2020.

ALC is going to follow FCSS

Probation has no date yet.

6.4 AHS-Opening Minds through Art agreement extension

The extension for this funding was signed August 6, 2020 and will go until December 31, 2021.

6.5 Rimbey Rimshaw-updates

We have 2 new pilots and a few for personal use (they trained to use for a 90th birthday and another to give in-laws a ride).

KR Estates and Manor are using it weekly.

7. FINANCE

7.1 July 16, August 20, and September 17, 2020 Finance Committee Meeting Highlights

20-09-04 MOTION: By: I. Steeves: That the Highlights of the July 16, August 20, and September 17, 2020 Finance Committee Meeting be accepted as information.

CARRIED

8. WRITTEN REPORTS

8.1 Monthly Board Reports

8.2 Big Brothers Big Sisters – quarterly-none

8.3 Catholic Social Services – quarterly-none

20-09-05 MOTION: By: F. Pilgrim: To accept the Monthly Board Reports as information.

CARRIED

9. QUALITY IMPROVEMENT/RISK MANAGEMENT COMMITTEE

Next meeting: September 28 at 1:30 p.m.

10. DIRECTOR'S REPORT

20-09-06 MOTION: By: B. Coulthard: That the Director's Report is accepted as information.

CARRIED

11. NEW BUSINESS

11.1 2020 HCA Appreciation

We are planning to have our appreciation on our own this year due to COVID, It will be on October 27, 28 and 29 from 11 – 2 p.m. for lunch. There will be a meal and dessert each day and they can get it to go if needed. (COVID friendly)
We plan to make up a basket of treats and have ordered COVID T-shirts. The T-shirts were purchased at Value Drugs for \$20.00 and \$10.00 goes to the Food Bank.

20-09-06 MOTION: By: B. Coulthard: To spend up to \$2,000.00 for T-shirts and treats for HCA appreciation, at the expense of the agency.

Seconded by: R. Schaff

CARRIED

11.2 Family Resource Network

P. Makofka has met with Jeff Kenough. They will be renting the old ADSP space at the BYAC.

P. Makofka attended the FRN Grand Opening on Aug 31. It was well attended and very well done.

Ally, from McMan attended FCSS when we gave out the Kitz 4 Kidz. FCSS made popcorn and gave pop out and McMan gave out cool goody bags. 10 people attended. Ally is going to show us how to make a referral to the home visitation program.

11.3 Technology and Infor Security Risks Insurance quote

Debora was not available today. Board Members received a copy of the quote and tabled it until the October Board Meeting.

11.4 Town of Rimbey FCSS Board Member appointments

P. Makofka will let the Town of Rimbey know that B. Coulthard, F. Pilgrim and M. Josephison agree to stay on the FCSS Board for another year.

12. Workplace Health & Safety Committee – next Meeting: September 21, 2020 at 1:30 p.m.

13. Review of Statistics

13.1 2020 Monthly Program Statistics report

13.2 AHS Contracted HC and Private HS Client Stats combined 2020

13.3 AHS (HC) & Private (HS) billing 2016-2020

13.4 AHS (HC) Client Totals & Hours 2016-2020

- 13.5 Private (HS) Client Totals & Hours 2016-2020
- 13.6 Food Bank Hamper Stats 2016-2020
- 13.7 Client Safety Reports – quarterly

20-09-08 MOTION: By: I. Steeves: To accept the review of the above reports and statistics as information.

CARRIED

14. CORRESPONDENCE

- 14.1 June 19, 2020 FCSSAA Board Meeting
- 14.2 Thank you notes: Tessa Webb, Brenda Gittins

15. NEXT MEETING DATE: Board Meeting: October 15, 2020, November 19, 2020, and December TBA

16. ADJOURNMENT

20-09-09 MOTION: By: I. Steeves: That the FCSS Board meeting adjourns at 12:00 noon.

CARRIED

17. BOARD SHARING TIME

N. Hartford, Chairperson

P. Makofka, Recording Secretary

Date	Project Manager	Status Update
Town of Rimbey		
RBYM00000.20 RB00 - 2020 General Engineering		
September 2, 2020	Matichuk, Gerald	Construction on the Evergreen Connector Walking Trail continue. Tagish is working on preparing budget estimates for projects for the stimulus grant program.
September 17, 2020	Matichuk, Gerald	Working with Vicinia Planning on the Hwy Commercial development proposal.
October 1, 2020	Matichuk, Gerald	No assignment this period.
October 15, 2020	Matichuk, Gerald	Tagish is working with administration in reviewing a preliminary site plan for the Hwy 20 Travel Center.
RBYM00125.01 RB125.01 - 2020 Main Reservoir Upgrades		
September 2, 2020	Solberg, Lloyd	(Sept. 17) No change.
September 17, 2020	Solberg, Lloyd	We are working on the Tender document for the Main Reservoir and the Well Control Building. Timelines have been pushed back a bit. We are expecting the Tender to go out near the end of September.
October 1, 2020	Solberg, Lloyd	We are looking to add Well 10R to the project. Tagish and Canadian Consulting Group have a meeting with Public Works on October 5th to go through the project and the communications of the Main Reservoir with the Wells. We will revise a date for the Tender once that meeting has been completed.
October 15, 2020	Smith, Greg	We are working on well 10R and design revisions to the reservoir. We will meet with the Town at the end of month to review plans again.
RBYM00135.00 RB135 - Standby Generator Comm Centre		
September 2, 2020	Matichuk, Gerald	Frontline Compressor Services Ltd. continue to work in completing the commissioning on the standby generator and related equipment.
September 17, 2020	Matichuk, Gerald	Highline Electrical is scheduled to be on site the week of September 28, to install the fire alarm integration components in order to communicate with the transfer switch/generator. Frontline Compressor Services Ltd. will be on site to complete to work with Highline Electrical to commission the standby generator and related equipment.
October 1, 2020	Matichuk, Gerald	Waiting for Highline Electrical to complete the installation of the fire alarm integration components in order to communicate with the transfer switch/generator. Frontline Compressor Services Ltd. will be on site to complete to work with Highline Electrical to commission the standby generator and related equipment.
October 15, 2020	Matichuk, Gerald	Highline Electrical is scheduled to be on site the week of October 19, 2020 with Cantech to complete the installation of the fire alarm integration components in order to communicate with the transfer switch/generator. Frontline Compressor Services Ltd. will be on site to complete to work with Highline Electrical to commission the standby generator and related equipment.
RBYM00136.01 RB136.01 - 2019/20 Street Improvements		
September 2, 2020	Matichuk, Gerald	Border Paving has completed the asphalt patching and deficiencies from the 2019 Street Improvement program. J. Branco & Sons Concrete Services are scheduled to complete the concrete swale extension in Drader Crescent by September 30, 2020.
September 17, 2020	Matichuk, Gerald	Tagish is preparing a progress payment for asphalt patching and road repairs completed in the 2019 - 2020 Street Improvement program. J. Branco & Sons Concrete Services are scheduled to complete the concrete swale extension in Drader Crescent by September 30, 2020.

October 1, 2020 Matichuk, Gerald Waiting for J. Branco & Sons Concrete Services to provide a revised schedule to complete the concrete swale extension in Drader Crescent by September 30, 2020. The Contractor has indicated it is difficult to schedule work due reduced staffing caused by the restrictions imposed by Health Canada related to COVID 19 on the use of temporary foreign workers.

October 15, 2020 Matichuk, Gerald Administration and Tagish have agreed that due to the cold weather, the concrete work to extend the swale in Drader Crescent will be completed in the spring of 2021.

RBYM00138.00 RB138 - 51st Street Engineering

September 2, 2020 Solberg, Lloyd We will work on revising cost estimates and budgets for the 51st Street project. Cost estimates will be revised in October as the Raw Water Supply line and Main Reservoir Tender are main priorities at the moment.

September 17, 2020 Solberg, Lloyd We will work on revising cost estimates and budgets for the 51st Street project. Cost estimates will be revised in November as the Raw Water Supply line and Main Reservoir Tender are main priorities at the moment.

October 1, 2020 Solberg, Lloyd (October 1) No change.

October 15, 2020 Smith, Greg (October 1-15) No change.

RBYM00139.00 RB139 - Well PW (17-15) Raw Water Supply

September 2, 2020 Matichuk, Gerald Tender pick-up for Well PW(17-15) Raw Water Supply Line on September 2, 2020 with pre-tender meeting September 9, and tender closing September 16, 2020.

September 17, 2020 Matichuk, Gerald Five (5) tenders were received for the Well PW(17-15) Raw Water Supply Line ranging from \$481,532.21 to \$723,238.08. Tagish has evaluated the tenders and provided a recommendation to award the tender.

October 1, 2020 Matichuk, Gerald Council has awarded the tender to Pidherney's Inc. to complete the installation of the Well PW(17-15) Raw Water Supply Line. A preconstruction meeting was held September 30, and the Contractor has indicated that work would start the week of October 26, 2020 and completed by December 15, 2020.

October 15, 2020 Matichuk, Gerald Pidherney's Inc. was awarded the contract to complete the installation the Well PW(17-15) Raw Water Supply Line. The Contractor is scheduled to start work the week of October 26, 2020 and completed by December 15, 2020.

Date	Project Manager	Status Update
Town of Rimbey		
RBYM00000.20 RB00 - 2020 General Engineering		
September 17, 2020	Matichuk, Gerald	Working with Vicinia Planning on the Hwy Commercial development proposal.
October 1, 2020	Matichuk, Gerald	No assignment this period.
October 15, 2020	Matichuk, Gerald	Tagish is working with administration in reviewing a preliminary site plan for the Hwy 20 Travel Center.
October 29, 2020	Matichuk, Gerald	Tagish is working with Public Works Foreman and Urban Dirtworks to schedule FAC inspection 2019 Utility Upgrades program.
RBYM00125.01 RB125.01 - 2020 Main Reservoir Upgrades		
September 17, 2020	Solberg, Lloyd	We are working on the Tender document for the Main Reservoir and the Well Control Building. Timelines have been pushed back a bit. We are expecting the Tender to go out near the end of September.
October 1, 2020	Solberg, Lloyd	We are looking to add Well 10R to the project. Tagish and Canadian Consulting Group have a meeting with Public Works on October 5th to go through the project and the communications of the Main Reservoir with the Wells. We will revise a date for the Tender once that meeting has been completed.
October 15, 2020	Smith, Greg	We are working on well 10R and design revisions to the reservoir. We will meet with the Town at the end of month to review plans again.
October 29, 2020	Solberg, Lloyd	We are awaiting some additional information from structural, electrical and radio communications for the project. Once we receive this information, we will set up a meeting with the Town.
RBYM00135.00 RB135 - Standby Generator Comm Centre		
September 17, 2020	Matichuk, Gerald	Highline Electrical is scheduled to be on site the week of September 28, to install the fire alarm integration components in order to communicate with the transfer switch/generator. Frontline Compressor Services Ltd. will be on site to complete to work with Highline Electrical to commission the standby generator and related equipment.
October 1, 2020	Matichuk, Gerald	Waiting for Highline Electrical to complete the installation of the fire alarm integration components in order to communicate with the transfer switch/generator. Frontline Compressor Services Ltd. will be on site to complete to work with Highline Electrical to commission the standby generator and related equipment.
October 15, 2020	Matichuk, Gerald	Highline Electrical is scheduled to be on site the week of October 19, 2020 with Cantech to complete the installation of the fire alarm integration components in order to communicate with the transfer switch/generator. Frontline Compressor Services Ltd. will be on site to complete to work with Highline Electrical to commission the standby generator and related equipment.

October 29, 2020 Matichuk, Gerald Highline Electrical has indicated that the work required to complete the fire alarm integration with Cantech has been re-scheduled for November 4, 2020.

RBYM00136.01 RB136.01 - 2019/20 Street Improvements

September 17, 2020 Matichuk, Gerald Tagish is preparing a progress payment for asphalt patching and road repairs completed in the 2019 - 2020 Street Improvement program. J. Branco & Sons Concrete Services are scheduled to complete the concrete swale extension in Drader Crescent by September 30, 2020.

October 1, 2020 Matichuk, Gerald Waiting for J. Branco & Sons Concrete Services to provide a revised schedule to complete the concrete swale extension in Drader Crescent by September 30, 2020. The Contractor has indicated it is difficult to schedule work due reduced staffing caused by the restrictions imposed by Health Canada related to COVID 19 on the use of temporary foreign workers.

October 15, 2020 Matichuk, Gerald Administration and Tagish have agreed that due to the cold weather, the concrete work to extend the swale in Drader Crescent will be completed in the spring of 2021.

October 29, 2020 Matichuk, Gerald Public Works, J. Branco & Sons and Tagish have agreed that with the unpredictable weather the concrete installation to extend the swale in Drader Crescent will be completed in the spring of 2021.

RBYM00138.00 RB138 - 51st Street Engineering

September 17, 2020 Solberg, Lloyd We will work on revising cost estimates and budgets for the 51st Street project. Cost estimates will be revised in November as the Raw Water Supply line and Main Reservoir Tender are main priorities at the moment.

October 1, 2020 Solberg, Lloyd (October 1) No change.

October 15, 2020 Smith, Greg (October 1-15) No change.

October 29, 2020 Solberg, Lloyd (October 29) No change.

RBYM00139.00 RB139 - Well PW (17-15) Raw Water Supply

September 17, 2020 Matichuk, Gerald Five (5) tenders were received for the Well PW(17-15) Raw Water Supply Line ranging from \$481,532.21 to \$723,238.08. Tagish has evaluated the tenders and provided a recommendation to award the tender.

October 1, 2020 Matichuk, Gerald Council has awarded the tender to Pidherney's Inc. to complete the installation of the Well PW(17-15) Raw Water Supply Line. A pre construction meeting was held September 30, and the Contractor has indicated that work would start the week of October 26, 2020 and completed by December 15, 2020..

October 15, 2020 Matichuk, Gerald Pidherney's Inc. was awarded the contract to complete the installation the Well PW(17-15) Raw Water Supply Line. The Contractor is scheduled to start work the week of October 26, 2020 and completed by December 15, 2020

October 29, 2020

Matichuk, Gerald

Pidherney's Inc. is planning to mobilize equipment to site at the end of this week with work starting on Monday on the well site grading. The water main installation work is scheduled to start by mid November.

TOWN OF RIMBEY

BYLAW COMMITTEE MEETING MINUTES

MINUTES FOR BYLAW COMMITTEE MEETING OF THE TOWN OF RIMBEY HELD ON TUESDAY, OCTOBER 20, 2020 AT 3:00 PM IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING, 4938 50 AVENUE, RIMBEY, ALBERTA.

- 1 Call to Order Chairperson Rondeel called the Bylaw Committee Meeting to order at 3:01 pm with the following in attendance:

Gayle Rondeel
Lana Curle
Janet Carlson
Connor Ibbotson
Chief Administrative Officer - Lori Hillis
Recording Secretary – Kathy Blakely

Absent
Jack Webb

0 members of the public

2. Adoption of Agenda 2.1 October 20, 2020 Agenda

Motion 2020BC005

Moved by Lana Curle to accept the agenda for the October 20, 2020 Bylaw Committee Meeting as presented.

In favor
Gayle Rondeel
Lana Curle
Janet Carlson
Connor Ibbotson

CARRIED

3. Minutes 3.1 Minutes of October 6, 2020 Bylaw Committee Meeting

Motion 2020BC006

Moved by Connor Ibbotson to accept the Minutes of the October 6, 2020 Bylaw Committee Meeting, as presented.

In favor
Gayle Rondeel
Lana Curle
Janet Carlson
Connor Ibbotson

CARRIED

4. New and
Unfinished
Business

4.1 961/20 Responsible Pet Ownership Bylaw

Motion 2020BC007

Moved by Lana Curle to table further discussion of the Responsible Pet Ownership Bylaw to the next Bylaw Committee Meeting scheduled for Tuesday, November 3, 2020 continuing at Part 9 – Conditions and Procedures to Rent Cat Traps.

In favor

Gayle Rondeel
Lana Curle
Janet Carlson
Connor Ibbotson

CARRIED

4.2 FYI Microchip Costs

Motion 2020BC008

Moved by Lana Curle to accept the information regarding microchip costs, as information.

In favor

Gayle Rondeel
Lana Curle
Janet Carlson
Connor Ibbotson

CARRIED

4.3 Aggressive Dogs/Dangerous Dogs

Motion 2020BC009

Moved by Janet Carlson to accept the information regarding aggressive dogs/dangerous dogs as information.

In favor

Gayle Rondeel
Lana Curle
Janet Carlson
Connor Ibbotson

CARRIED

5. Adjournment 5.1 Adjournment

Motion 2020BC010

Moved by Lana Curle to adjourn the Bylaw Committee Meeting at 4:25 pm.

In favor

Gayle Rondeel
Lana Curle
Janet Carlson
Connor Ibbotson

CARRIED



Chairperson Councillor Rondeel



Deputy Chairperson Janet Carlson

Rimbey Historical Society Board Meeting Minutes

At Smithsonian International Truck Museum

Wednesday, September 16, 2020 @ 4:00 pm

Present: Larry Varty, Bill Hval, Pauline Hansen, Diane Miller, Jim Schneider, Chuck Hendricks, Celia Hendricks, Janet Carlson, Sharon Bowness, Lana Curle (Town Rep.) and Cheryl Jones (Curator).
Missing: Larry Beckley

Call to Order: Meeting called to order by President, Larry Varty at 4:00 pm.

Agenda: Jim Schneider moved, and Chuck Hendricks seconded the Agenda be accepted – CARRIED.

Minutes: Sharon Bowness moved, and Janet Carlson seconded the Minutes from the previous board meeting which was held Wednesday, August 19, 2020 is accepted – CARRIED.

Old Business Arising from Minutes:

Rimbey's new Walking Trail is underway.

The Board wanted to know if a fence will be built in front of a row of trees on the trail.

Lana Curle will ask about this at the next council meeting.

President: Larry Varty –

A reminder in regarding the privacy of our Board Minutes and Financial Status that this is public information and if someone wishes to see these reports we should direct them to the Board.

Treasurer's Report: Pauline Hansen presented the Treasurer's Report. Bill Hval has requested that a full budget report as to what was spent on the Steeves Home and what is expected yet to spend to complete this project. Treasurer Pauline will present this at our next meeting.

Pauline Hansen moved, and Celia Hendricks seconded the Treasurer's report is accepted – CARRIED.

Committee Reports:

- a) Grants:** Cheryl reported that \$17,000 (10% Rev. from previous year) will be granted from the COVID 19 Museum Assistance Program Emergency Fund.
- b) Gaming/Casino:** Celia Hendricks reported that we have had no answer back from Kim Howard, AB Gaming in regards to casino volunteering in the year 2021.
- c) Maintenance/Restoration Shop & Truck Repairs:**
Bill Hval reported that the mowers will be stored away next week for the winter.
- d) Buildings & Yard:** President Larry requested to have a work party to clean up the shop (possibly a power wash). The work party will be held Wednesday, September 30 at 9:00 am.
- e) Events & Fundraising:** Due to COVID 19 Rimbey's Santa Night which is normally held mid-November will most likely be cancelled. The Board feels that our Christmas decorations should still be put up.

f) Volunteer/Recruitment: No report

g) Strategic Planning Committee: No report - Bill Hval will take the time to review the policies and procedures of RHS Strategic Planning.

Town Representation: Lana Curle thanked the Board members who attended the combined meeting with the Town Council to get the new walking trail underway. The project started the following day.

Park Administration Report: *(Attached)*

Cheryl Jones presented a Park Report for the month

A work party for rose bush trimming was set for September 21, Monday at 9:30 am. - Jim Schneider, Sharon Bowness, Larry Varty, Chuck Hendricks, and Eric Hornsey. President Larry Varty will try and get a pump available to start pumping the pond out.

Artifacts for acceptance: Jim Schneider moved and Janet Carlson seconded that we accept the Artifacts. CARRIED.

A request from Janette Oke for a donation of a cabinet for the Steeves house. Sharon Bowness moved we give permission, Celia Hendricks seconded it. CARRIED.

Visitor Information Centre: No report.

New Business:

Pauline Hansen was approached by Mother Ambrosia of the Protection of the holy Virgin Mary (Bluffton Russian Convent) to donate a History Binder to the Museum upon completion. The Board was in favor.

COVID 19 - Again a discussion on the volunteering at the Truck Museum and it was in agreement that if our Administrator/Curator, Cheryl Jones should become medically ill and needs to self-isolate we will close the doors until other arrangements can be made. Winter Hours for opening the Truck Museum to the public will remain the same. Closed Sunday and Monday, Open Tuesday - Saturday from 9:00 - 3:00 p.m. Administrator Cheryl will close the gate when she goes home.

Bill Hval brought to our attention that the sign – **Pas-Ka-Poo Historical Park** is hidden from view by tree branches. Who is responsible for trimming these trees? Lana Curle will ask the Town Council. It was also agreed that the camping sign “trailer picture” below should be removed.

Next Regular Meeting to be held Wednesday, October 21, 2020 @ 4:00 p.m.

Adjournment: Pauline Hansen moved for adjournment at 4:50 p.m.