

TOWN OF RIMBEY

TOWN COUNCIL AGENDA

**AGENDA FOR REGULAR MEETING OF THE TOWN COUNCIL TO BE HELD ON
WEDNESDAY, FEBRUARY 9, 2011 AT 6:30 PM IN THE COUNCIL CHAMBERS
OF THE TOWN ADMINISTRATION BUILDING**

1. **Call to Order Regular Council Meeting
& Record of Attendance**

2. **Public Hearing**

3. **Agenda Approval and Additions**

4. **Minutes**
 - 4.1 Wednesday, January 26, 2011 Council Meeting Minutes 3-6

5. **Delegations**

6. **Bylaws**

7. **New and Unfinished Business**
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 - 7.5 Historical Society - Recreational Vehicles

8. **Reports**
 - 8.1 Finance Reports
 - 8.2.1 AP Cheque Run
 - 8.2.2 Consolidated Financial Statement
 - 8.2.3 Bank Reconciliation
 - 8.2.4 Cash Position

9. **Correspondence**
 - 9.1 Dog License Fee Waiver Request for Service Dog in Training 57-58
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 - 9.3 Municipal Sustainability Initiative (MSI) 60-61
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10. **In Camera**

11. **Adjournment**

Summary of Agenda Items for February 9, 2011:

Bylaws:

None

New and Unfinished Business:

- 7.1 That Council choose a date and time to schedule a Council Budget Meeting.
- 7.2 That Council pass a resolution to proceed with the tendering of the Highway 20 Intersection improvements as per their current configuration.
- 7.3 That Council pass a resolution authorizing administration to enter into an agreement with the City of Red Deer for regional assessment review services.
- 7.4 Administration presented information regarding the collection of waste in the Town of Rimbey request for proposal (RFP).
- 7.5 Historical Society – recreational vehicle parking

Reports:

- 8.1 That Council pass a resolution to approve the Pre-paid Accounts Payable for January 31, 2011; Accounts Payable for February 9, 2011; Consolidated Financial Statement for December 31, 2010; Bank Reconciliation to January 31, 2011; Cash Position to January 31, 2011 and Bank Balance to February 3, 2011.

Correspondence:

- 9.1 That Council pass a resolution to waive the license fee for the service dog in training "Linus", who is in the care of a Registered Volunteer Puppy Raiser for Dogs with Wings Assistance Dog Society.
- 9.2 AUMA is hosting the one day Mayors Caucus Meetings in Edmonton depending on population size they are as follows: Population under 2500 – Feb 16; Population 2501-10,000 – Feb 17; Populations over 10,000 – Feb 18.
- 9.3 Information for Council that the Municipal Sustainability Initiative (MSI) accepted the Northeast Lagoon Upgrade as a qualifying project under the capital funding guidelines and allocated \$70,000 of funding to the qualifying costs of the project.
- 9.4 Information for Council that the Federal Gas Tax Fund (FGTF) accepted for the 2010 application for program acceptance for the highway intersection upgrade list of projects as a qualifying project under the terms of FGTF.
- 9.5 Information for Council that the Alberta Municipal Infrastructure Program (AMIP) accepted for the 2010 application for program acceptance for the storm drainage improvements and water reservoir and water distribution system projects as qualifying under the terms of AMIP.

TOWN COUNCIL

MINUTES OF THE REGULAR MEETING OF TOWN COUNCIL HELD ON
WEDNESDAY, JANUARY 26, 2011 IN THE COUNCIL CHAMBERS OF THE
TOWN ADMINISTRATION BUILDING

1. Call to Order Mayor Ibbotson called the meeting to order at 6:27 pm, with the following in attendance:
- Mayor Sheldon Ibbotson
Councillor Jack Webb
Councillor Paul Payson
Councillor Gayle Rondeel
CAO – Tony Goode
Assistant CAO – Ryan Maier
Director of Finance – Jackie McMullen
Recording Secretary - Melissa Beebe
- Absent:
Councillor Joe Anglin
- Public:
Rimbey Review – Trena Mielke
17 members of the Public attended
2. Public Hearing None
3. Adoption of Agenda Motion 22/11
- Moved by Councillor Webb to adopt the agenda with the following amendments:
- Delegations:
5.2 Lions Club
- CARRIED
4. Minutes 4.1 January 12, 2011 Council Meeting Minutes
- Motion 23/11
- Moved by Councillor Payson to accept the January 12, 2011 Council Meeting minutes as presented.
- CARRIED
5. Delegation 5.1 Remuneration Committee
- Ralph Blyth presented on behalf of the members of the Remuneration Committee consisting of Earl Giebelhaus, Jim Moore, Al Lewis, Donna Heilemann, and Don McFadyen. Mr. Blyth commented that the committee compared Rimbey to other towns in Alberta of similar size and summarized the following recommendations to be considered by council:
- 1 Basic stipend
 - 2 Hourly rates
 - 3 Spousal expenses
 - 4 Paying for meals
 - 5 Mileage
 - 6 Lodging
 - 7 Other traveling expenses
 - 8 Other expenses
 - 9 Alcohol
 - 10 Double dipping
 - 11 Benefits and health coverage
 - 12 Signing off on council expense sheets
 - 13 Supporting structure for the remuneration policy
 - 14 Other expenses policy
- Mayor thanked the committee for all their time and hard work that was committed toward this task. Council accepted the recommendations as information.

5.2 Lion's Club

On behalf of the Rimbey Lions Club Steffen Olsen, Treasurer, presented Mayor Ibbotson with a certificate and thanked the Mayor for attending the convention and providing greetings to the delegates. In addition, Mr. Olsen thanked Council for the donation of Town Pins, and a \$300 grant towards the use of the recreation facilities. Mayor Ibbotson thanked Mr. Olsen.

6. Bylaws

6.1 Rezoning Bylaw 861/10 Amendment to Land Use Bylaw

Rezoning Bylaw 861/10 as amended from January 12, 2010 meeting was presented to Council to consider third reading. Council reviewed the information and discussed the different options available regarding the rezoning concerns that were presented. Mayor Ibbotson allowed public member, Rhonda Stewart-Tarney, to speak in regards to the bylaw.

Motion 24/11

Moved by Councillor Rondeel to amend Bylaw 861/10 with the removal of clause #1 from Part II – Rezoning that states the following.

- 1) The rezoning of Lots 1, 2 and 3, Block 1, Plan 8328 ET (5611-51 Street and 5041-57 Avenue) which lands are shown on the sketch plan attached as 'Schedule A', from R2 (Low Density Family Residential) to R4 (High Density Residential).

CARRIED

Motion 25/11

Moved by Councillor Payson that Bylaw 861/10 Amendment to Land Use Bylaw - Rezoning be given third and final reading as amended.

CARRIED

6.2 Nuisance Bylaw 859/10

Nuisance Bylaw 859/10 received first and second reading at the January 12, 2011 meeting and is being presented to Council for third reading.

Motion 26/11

Moved by Mayor Ibbotson that Nuisance Bylaw 859/10 be given third and final reading as amended.

CARRIED

6.3 Assessment Review Board Bylaw 862/11

Assessment Review Board Bylaw 862/11 received first and second reading at the January 12, 2010 meeting and is being presented to Council for third reading.

Motion 27/11

Moved by Councillor Rondeel that Assessment Review Board Bylaw 862/11 be given third and final reading.

CARRIED

7. New and Unfinished Business

7.1 Council Committee Meeting Format

Motion 28/11

Moved by Mayor Ibbotson that Council Committee Meetings be held the third Wednesday of every month at 7:00 pm commencing February 16, 2011.

CARRIED

7.2 Rescind Policy 111 – Procedural Bylaw

Motion 29/11

Moved by Mayor Ibbotson to rescind Policy 111 – Procedural Bylaw.

CARRIED

7.3 Legal Consultant

Motion 30/10

Moved by Councillor Webb to direct Administration to engage Mr. Luke Kurata, Barristers and Solicitors of Gaetz Law Office, Red Deer, Alberta to provide certain legal services to the Town of Rimbey and that the CAO and any member of Council work with the legal consultant on certain town legal matters.

CARRIED

7.4 Grant in Aid Policy

Administration presented Council a draft Grant in Aid Policy for the purpose of fair and equitable process for the granting of financial assistance for projects or events that benefit the community. Council accepted as information and will discuss further at the next scheduled Council Committee meeting.

8. Reports

8.1 Council Reports

Councillor Webb:

- Attended Rimoka Meeting and the current CAO resigned and are in the process of recruiting a replacement.

Councillor Payson:

- Attended interagency meeting
- Attended Library Board meeting and a lot of things going on and provide a great service to the community

Councillor Rondeel:

- Attended Historical Society meeting and AGM will be February 16, 2011
- Attended Chamber and Commerce meeting and AGM will be February 16, 2011
- Interagency meeting looking at Disaster Preparedness Plan
- Neighborhood Place will be running an after school program

Mayor Ibbotson:

- FCSS meeting provided \$2,500 towards the Big Brothers & Sisters from Ponoka to cover some of their expenses. An application to renew the adult program, Tuesday Club video conferencing available, and Alberta Hospice Palliative Care conference coming up in May.
- Met with Alberta Health Services regarding the Ground Ambulance Service back in December 2010.
- Met with Renal Dialysis Group and discussed the hurdles being faced trying to bring a renal dialysis unit to the Rimbey Hospital.

Council accepted reports as information

8.2 Finance Reports

Director of Finance presented the following report:

- Accounts Payable for period ending January 26, 2011

Motion 31/11

Moved by Councillor Webb to approve Accounts Payable for period ending January 26, 2011 as presented.

CARRIED

9. Correspondence 9.1 Volunteer Fair Catering Policy Exemption Request

Motion 32/11

Moved by Councillor Webb to waive the Community Centre Catering Policy #2203 for the Volunteer Fair Event being held on February 24, 2011 as long as it meets all requirements from Alberta Health Services for Safe Food Handling.

CARRIED

- 10. In Camera None
- 11. Adjournment Council adjourned the meeting at 7:34 pm.

MAYOR

TOWN MANAGER



Council Recommendation

Date: February 9, 2011

Title: Council Budget Meetings

Presenter: Administration

Discussion:

Administration is proposing some of the following dates for Council to consider: February 18, 21, 24, 25, and/or 28th. In addition, Council is to consider whether this meeting will be scheduled for a one day session or two evening sessions.

Recommendation:

Council to choose a date and time to schedule a Council Budget Meeting

TOWN OF RIMBEY

DATE: February 9, 2011

TITLE: Intersection Improvements

BACKGROUND:

Intersection improvements are required to the two intersections on the east side of Rimbey along Highway 20 to bring them to a Type II A standard. AB Transportation has approved these improvements and development permits for the improvements are in place.

The current estimated cost is \$400,000 and will form part of the 2011 Capital Budget.

DISCUSSION:

There has been interest by a land owner just south of 53 Avenue to create a direct access to their property off Highway 20, or an access off 53 Avenue.

To achieve an access at 53 Avenue would require the removal of the current access just north of 54 Avenue. The service road would need to be extended further south to meet 53 Avenue, or the property itself (see attached map). The property between 53 Avenue and 54 Avenue is owned by the Province of Alberta, and the Town would need to purchase the land to extend the service road.

Tagish Engineering has provided a rough estimate of \$238,500 to extend the service road and make the necessary improvements to 53 Avenue to serve as a collector road. This does not include land purchase costs that would be required from the Province, or additional costs to extend the service road south of 53 Avenue.

AB Transportation has indicated they would approve of an access at 53 Avenue in place of the planned and already approved access just north of 54 Avenue. They indicated that it would make for better intersection spacing between access points onto Highway 20, but stressed an access at 53 Avenue would replace the one at 54 Avenue, not be in addition to.

As the intersection improvements have already been tendered once, they are ready to be resubmitted without additional engineering costs. From a budget and construction schedule perspective, this is a good time to tender this type of work, as the expectation would be that it would generate more interest from prospective contractors than waiting until spring to tender.

RECOMMENDATION:

That Council pass a resolution to proceed with the tendering of the Highway 20 intersection improvements as per their current configuration.

BLOCK 10
PLAN 052 1115

LOT 6
BLOCK 10
PLAN 032 0661

LOT 4
PLAN 952 2685

Current Intersection
to be improved

BLOCK A
PLAN 6268 C.E.

Government of Alberta Land
- needs to be purchased

Service road to be built.

Proposed Intersection

Improvements
would be required

LOT 1 LOT 2 LOT 3
BLOCK 10
792 2543

LOT 8 LOT 7
952 2016

LOT 4
BLOCK 10
792 2543

LOT 5
2472 NY

982 6006
982 6007

53 AVE

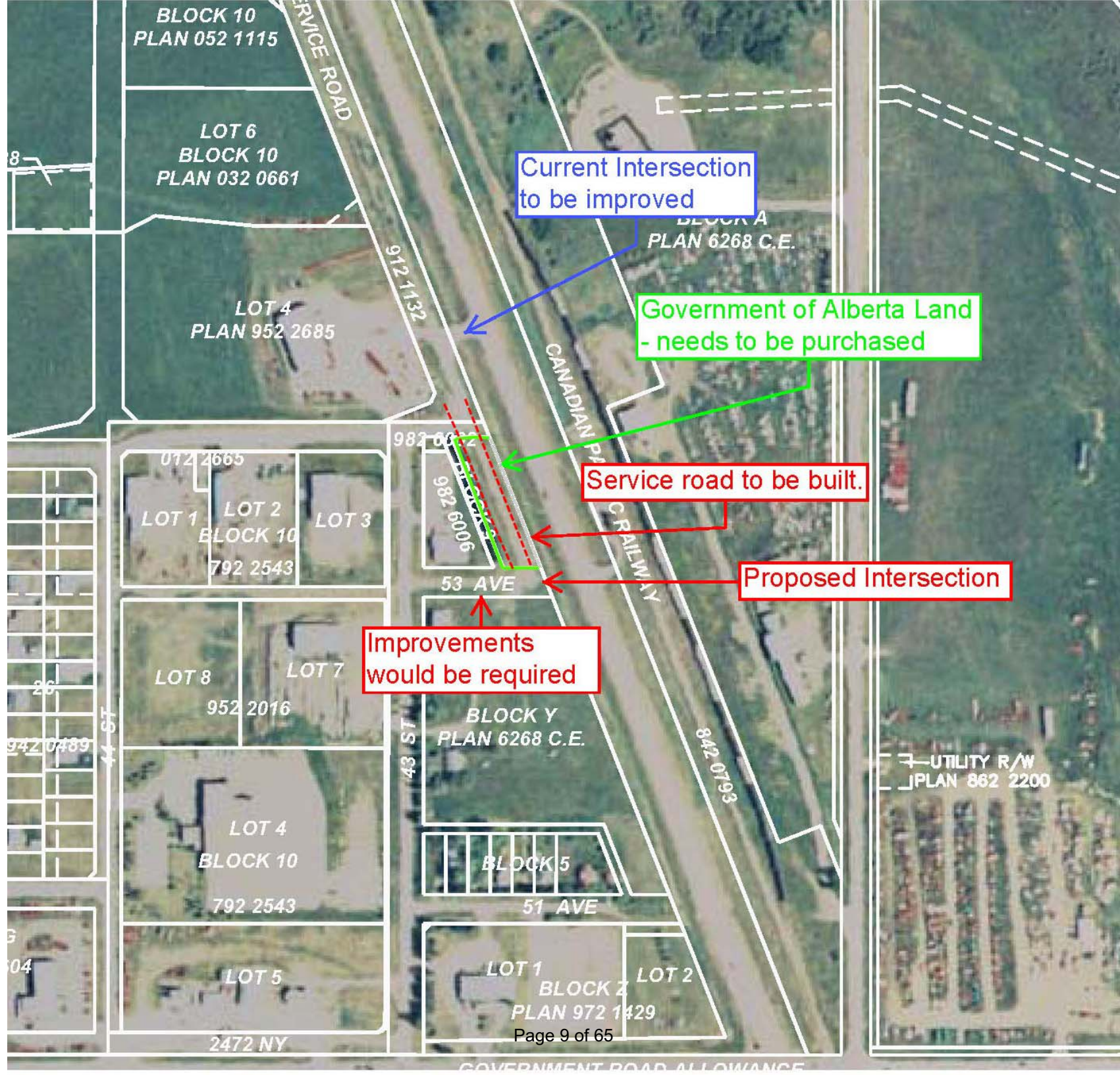
BLOCK Y
PLAN 6268 C.E.

BLOCK 5

51 AVE

LOT 1 LOT 2
BLOCK Z
PLAN 972 1429

UTILITY R/W
PLAN 862 2200







Government of Alberta Land

TOWN OF RIMBEY

DATE: February 9, 2011

TITLE: Regional Assessment Review Board Agreement

FROM: Ryan Maier, Assistant CAO

BACKGROUND:

Council completed one of the required steps to join the Regional Assessment Review Board with the final reading of the Assessment Review Board Bylaw 862/11 on January 26, 2011.

DISCUSSION:

The next requirement to complete is the execution of the Regional Assessment Review Board agreement.

RECOMMENDATION:

That Council pass a resolution authorizing administration to enter into an agreement with the City of Red Deer for assessment appeal services with the Regional Assessment Review Board.

Dated this ____ day of _____, 2011

Between

The City of Red Deer

("Coordinator")

- and -

The Town of Rimbey

("Member Municipality")

AGREEMENT FOR REGIONAL ASSESSMENT REVIEW SERVICES

BACKGROUND

- A. The City of Red Deer is the Coordinator for property assessment complaints for the residents of the Member Municipalities identified in Schedule A;
- B. The Member Municipalities wish to partner together to create one Regional Assessment Review Board.
- C. The Member Municipality is willing to join the Central Region Municipalities' membership.

The Parties agree as follows:

1. AGREEMENT

The following schedules form part of this agreement:

Schedule A – List of Member Municipalities

Schedule B – Sample Bylaw

Schedule C- Statement of Work

Schedule D – Membership and Other Fees

2. DEFINITIONS

In this Agreement, unless the context provides otherwise, the following words or phrases shall have the following meanings:

- a. **"Assessor"** is the person appointed by the Member Municipality to assess residents' property.
- b. **"Assistant Clerk"** is a staff person employed by a Member Municipality to provide service to the Complainant;

- c. **“CARB”** is Composite Assessment Review Board as defined by the Matters Relating to Assessment Complaints Regulation;
- d. **“Clerk”** is the staff person appointed by the CAO of the City of Red Deer to act as the Designated Officer to the Regional Assessment Review Board;
- e. **“Complainant”** is an assessed person or taxpayer of the Member Municipality who files a complaint regarding that person’s tax or assessment notice;
- f. **“Coordinator”** is The City of Red Deer.
- g. **“LARB”** is Local Assessment Review Board as defined by the Municipal Government Act;
- h. **“Member Municipality”** is a municipality listed in Schedule A;
- i. **“Nomination Review Committee”** is a five member committee, appointed by the Member municipalities to appoint members to the Regional Assessment Review Board;
- j. **“Regional Assessment Review Board”** means the Board appointed to hear appeals on tax and assessment notices established in accordance with section 454 of the Municipal Government Act.

3. MEMBER MUNICIPALITY RESPONSIBILITIES

- 3.1. The Member Municipality shall be entitled to participate in the Regional Assessment Review Board once it passes a Bylaw in the form attached as Schedule B.
- 3.2. The Member Municipality will participate in establishing the Nomination Review Committee.
- 3.3. The Member Municipality will pay the membership fee in consideration for the services to be provided by the Clerk within one month of the decision to participate in a regional service delivery model for assessment complaints and will pay the membership fee annually to continue participation in the regional service delivery for assessment appeals for any consequent year upon the anniversary date. The membership fee covers Services as defined in Schedule C tables A and B.
- 3.4. In addition to the membership fee, the Member Municipality will pay additional fees for a Merit Hearing, a LARB Hearing and a CARB Hearing. In instances where a complaint is withdrawn before the day of the hearing, the Member Municipality will be obligated to pay only 50% of the fee. Any fee is payable 30 days upon receipt of invoice.
- 3.5. If there is a fee surplus at the end of the term, it will be divided equally to all Member Municipalities. If there is a deficit, the amount will be recovered from Member Municipalities on a pro-rated basis established based on the number of the appeals.

- 3.6. If legal services are required for general purposes to facilitate the administration of the complaint, (i.e. procedure questions) the cost of the service will be paid by the Coordinator.
- 3.7. If legal services are required for issues that relate only to a specific complaint, the cost of the service will be payable by the Member Municipality which has jurisdiction over the appeal, 30 days upon receipt of invoice.

4. COORDINATOR RESPONSIBILITIES

- 4.1 The Coordinator will provide services for the Member Municipality as identified in Schedule C.
- 4.2 The Coordinator will, at the request of the Member Municipality, assist during negotiations between the Assessor and the Complainant.
- 4.3 The Coordinator is responsible for ensuring the Regional Assessment Review Board members receive training in accordance with the MGA and regulations.
- 4.4 The Coordinator will keep a record of the complaint in accordance with the MGA and regulations.
- 4.5 The Coordinator will retain paper records such as background information, correspondence, appeal notices and withdrawn appeals for ten (10) years upon receipt of such paper records. However, agendas and minutes are permanent records.
- 4.6 The Coordinator will obtain legal services when required.

5. ASSISTANT CLERK RESPONSIBILITIES

- 5.1 The Assistant Clerk will, when required, administer withdrawn appeals in accordance with the Member Municipality's practice.
- 5.2 The Assistant Clerk will, upon receiving an appeal, review the documents for validity and compliance with the MGA and regulations.
- 5.3 The Assistant Clerk will forward a copy of all the appeal documents to the Regional Clerk, and advise regarding hearing location preferences.
- 5.4 Any other responsibilities as identified in Schedule C.

6. BOTH PARTIES RESPONSIBILITIES

- 6.1 Both parties will make every reasonable effort to ensure that personal information that will be or is intended to be used to make a decision in an assessment review is both complete and accurate.

7. TERM

7.1 The term of this Agreement is for two years from the execution date. The term may be extended for another five (5) years in one year increments at the Coordinator's sole discretion.

8. PAYMENT OF FEES

8.1 The Member Municipalities agree to pay the City the fees for the services within 30 days of receipt of invoice. Fees are set out in Schedule D.

9. PRIVACY

9.1 The Coordinator is subject to the *Freedom of Information and Protection of Privacy Act* (FOIP) and will protect the confidential information provided from unauthorized access or disclosure.

9.2 The Member Municipalities shall ensure that any information of a confidential nature which it provides to the Coordinator is clearly marked as such.

10. INFORMATION SHARING

10.1 In order to process reviews for a property tax or assessment notice, the Coordinator is authorized to collect the following types of personal information:

- .1 Roll#
- .2 Legal Address
- .3 Civic Address
- .4 Registered Owner Name(s)
- .5 Registered Owner(s) mailing address and phone number
- .6 Assessed Value and Assessment Class of the property under review
- .7 Name, address and phone number of Registered Agent for the Owner

10.2 The specific personal information will be collected from the Member Municipality.

10.3 The collection of personal information from a source other than the individual the information is about is authorized by FOIP Section 34(1)(b).

11. TERMINATION OF AGREEMENT

11.1 The Member Municipality may withdraw at any time upon ten (10) days written notice, forfeiting the full amount of the membership paid.

11.2 The Coordinator may terminate the agreement at any time upon six (6) months written notice.

12. DISPUTE RESOLUTION

- 12.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach thereof may, upon agreement of both parties, be referred to either:
- .1 Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties; or
 - .2 Arbitration – upon the agreement of both parties, be referred to a single arbitrator under the Arbitration Act, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. If the parties are not able to agree on an arbitrator, the Alberta Court of Queens Bench shall select one. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the Arbitration Act of Alberta.

13. INDEMNIFICATION

- 13.1 The Member Municipality agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its Officers, Directors and Employees against all damages, liabilities or costs arising out of the property assessment or disputes related to the property assessment.
- 13.2 The Member Municipality is solely responsible for the property assessments and compliance with the outcome of the disputed property assessments.
- 13.3 In the furnishing of any services by the Coordinator, the Coordinator shall not assume any responsibility, obligations or duties in respect to the services.

14. INSURANCE

- 14.1 The Member Municipality shall maintain, in full force and effect with insurers licensed in the Province of Alberta the following insurance:
- .1 Professional Liability Insurance with policy limits of not less than \$1,000,000 per claim \$2,000,000 per aggregate;
 - .2 General Liability insurance policy of not less than \$2,000,000 per occurrence. The Coordinator must be named as additional insured
- 14.2 Certificates evidencing the existence of the policies shall be provided to the Coordinator.

15. NOTICES

15.1 Any notices or other correspondence required to be given to an opposite party shall be deemed to be adequately given if delivered to:

To the Member Municipality at:

Town of Rimbey
Box 350
Rimbey, AB
T0C 2J0
Phone: (403) 843-2113

To the Coordinator at:

The City of Red Deer
4914-48 Ave
Red Deer AB T4N 3T3
Phone: (403)-342-8273 Fax: (403)-341-6960

16. FORCE MAJEURE

16.1 Each party reserves the right, at its option, either to suspend or cancel this Agreement, in whole or in part, at any time, without incurring any costs or damages whatsoever, where such suspension or cancellation is caused by force majeure, including, but not limited to, acts of God, the public enemy of the government, strikes or other labour disputes, fires, floods, freight embargoes, unusually severe weather or other contingencies beyond the **control of either party**.

17. SINGULAR AND MASCULINE

17.1 Words importing the singular number shall include the plural number and vice versa and words importing one gender only in this Agreement shall include all genders and words importing parties or persons in this Agreement shall include individuals, partnerships, corporations, and other entities, legal or otherwise.

18. GOVERNING LAW

18.1 This Agreement shall be deemed to have been made in accordance with the laws of the Province of Alberta except the International Sale of Goods Act, which is specifically excluded. The Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

19. INTERPRETATION

19.1 The headings in the Agreement are for ease of reference only and shall not affect the meaning or the interpretation of this Agreement.

20. SUCCESSORS

20.1 This Agreement shall inure to the benefit of and be binding upon the Parties and, except as herein before provided, the successors and assigns thereof.

21. ENTIRE AGREEMENT

21.1 This Agreement is the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

22. COUNTERPART

22.1 This Agreement may be executed in any number of counterparts by the parties. All counterparts so executed shall have the same effect as if all parties actually had joined in executing one and the same document.

The parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

In the absence of a corporate seal, the "Affidavit Verifying Corporate Signing Authority" and the "Affidavit of Execution" attached shall be completed in full.

Town of Rimbey

The City of Red Deer

Member Municipality

City Clerk

Schedule A

Municipality
Alix
Blackfalds
Caroline
Carstairs
Clearwater County
Delburne
Didsbury
Eckville
Elnora
Innisfail
Lacombe
Penhold
Ponoka
Red Deer
Red Deer County
Rimbey
Rocky Mountain House
SV of Birchcliff
SV of Half Moon Bay
SV of Jarvis Bay
SV of Norglenwold
SV of Sunbreaker Cove
Sundre
Sylvan Lake

The Town of Rimbey Assessment Review Board Bylaw

Bylaw 862/11

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO ESTABLISH A REGIONAL ASSESSMENT REVIEW BOARD.

Background

Section 456 of the *Municipal Government Act*, permits two or more Councils to jointly establish assessment review boards to have jurisdiction in their respective municipalities;

The City of Red Deer and the Regional Partner Municipalities jointly wish to establish a Regional Assessment Review Board to exercise the functions of a Local Assessment Review Board (LARB) and the functions of a Composite Assessment Review Board (CARB) under the provisions of the *Municipal Government Act* in respect of assessment complaints made by taxpayers of a Regional Partner Municipality;

The City of Red Deer will pay for the costs associated with the establishment and operations of the Regional Assessment Review Board and each Regional Partner Municipality will pay both a member fee and a user fee to the City in respect of their portions of those costs.

COUNCIL OF THE TOWN OF RIMBEY ENACTS AS FOLLOWS:

Short Title

- 1 The short title of this Bylaw shall be the "Regional Assessment Review Board Bylaw".

Definitions

- 2 (1) Except as otherwise provided herein, words in this Bylaw shall have the meanings prescribed in section 453 of the MGA.
- (2) In this Bylaw the following terms shall have the meanings shown:
 - (a) "Board" means the Regional Assessment Review Board;
 - (b) "CARB" means the Composite Assessment Review Board established in accordance with the *'Matters Relating to Assessment Complaints'* regulation;
 - (c) "Citizen-at-large" means a person who does not represent a specific organization.
 - (d) "Designated Officer" means the person appointed to carry out the duties and functions of the clerk of the assessment review board as required under section 455 of the *Municipal Government Act*.
 - (e) "LARB" means the Local Assessment Review Board established in accordance with the *'Matters Relating to Assessment Complaints'* regulation.
 - (f) "Member" means a member of the Regional Assessment Review Board.
 - (g) "MGA" means the *Municipal Government Act of Alberta, RSA 2000, Ch. M-26, as amended and Regulations passed under that Act.*

The Town of Rimbey Assessment Review Board Bylaw

Bylaw 862/11

- (h) "Regional Partner Municipality" means those municipalities who enter into an agreement with the City to jointly establish a Regional Assessment Review Board and who enact a bylaw substantially in the form of this Bylaw.

Appointment of Board Members

- 3 (1) The Board shall consist of 20 members who shall be Citizens-at-large appointed by the Nomination Review Committee from lists of eligible persons submitted by Regional Partner Municipalities.
- (2) In addition, when sitting as the CARB, the Board shall include the provincial member appointed by the Minister.
- (3) The Nomination Review Committee will consist of 5 representatives appointed jointly by the Regional Partner Municipalities.

Terms of Appointment

- 4 (1) Unless otherwise stated, all Members are appointed for three year terms except in the initial year where two-thirds are appointed for three year terms and the remaining one-third are appointed for a two year term.
- (2) If a vacancy on the Board occurs at any time the Nomination Review Committee may appoint a new person to fill the vacancy for the remainder of that term.
- (3) A Member may be re-appointed to the Board at the expiration of his/her term.
- (4) A Member may resign from the Board at any time on written notice to the Designated Officer to that effect.
- (5) The Nomination Review Committee may remove a Member at any time on the recommendation of the Designated Officer.

Panels of the Board

- 5 (1) The Board shall sit in panels to hear assessment complaints as the nature of the complaint may permit or require, such panels to consist of:
- (a) three persons selected by the Designated Officer when the Board is acting as a Composite Assessment Review Board or a Local Assessment Review Board; or
- (b) a single member selected by the Designated Officer when the Board is acting as a Single Member Composite Assessment Review Board or a Single Member Individual Local Assessment Review Board.
- (2) The Designated Officer may select any member to sit on a panel and shall designate the Chairperson for each panel, provided however that:
- (a) the provincial member must be the Chairperson of a panel sitting as the Composite Assessment Review Board; and

The Town of Rimbey Assessment Review Board Bylaw

Bylaw 862/11

- (b) the provincial member must be the sole member of a panel sitting as a Single Member Composite Assessment Review Board.
- (c) where possible, the Designated Officer shall include on a 3 person panel a member who is from the municipality under whose jurisdiction the complaint arises.

Chairperson

- 6
- (1) The Chairperson of a panel:
 - (a) will preside over and be responsible for the conduct of meetings;
 - (b) may limit a submission if it is determined to be repetitious or in any manner inappropriate; and
 - (c) will vote on matters submitted to the panel unless otherwise disqualified.

Jurisdiction of the Board

- 7
- The Board shall have jurisdiction to exercise the functions of a Local Assessment Review Board (LARB) and the functions of a Composite Assessment Review Board (CARB) under the provisions of the *Municipal Government Act* in respect of assessment complaints made by taxpayers of a Regional Partner Municipality.

Designated Officer of the Board

- 8
- (1) The Designated Officer of the Board shall be a person designated by the Chief Administrative Officer of the City of Red Deer (CAO), who shall determine the remuneration of the Designated Officer.
 - (2) The Designated Officer shall:
 - (a) assist the Board in fulfilling its mandate.;
 - (b) prescribe the remuneration and expenses payable to each member of the Assessment Review Board; and

Meetings

- 9
- (1) Meetings will be held at such time and place as determined by the Board.
 - (2) The proceedings and deliberations of the Board must be conducted in public except where the Board deals with information protected from disclosure under the provisions of the *Freedom of Information and Protection of Privacy Act*.

Quorum and Voting

- 10
- (1) The quorum for panels of the Board shall be as established by the MGA, namely:
 - (a) two members of a panel acting as a local assessment review board; and

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- (b) one citizen-at-large and the provincial member of a panel acting as a composite assessment review board.
- (2) All Members must vote on all matters before the Board unless a pecuniary interest or a conflict of interest is declared.
- (3) The majority vote of those Members present and voting constitutes the decision of the Board.
- (4) Where a member of a panel absents himself or herself from the proceedings due to a conflict of interest or a pecuniary interest, the Designated Officer shall appoint a replacement member of the panel.

Conflict of Interest

- 11 (1) Where a member of the Board is of the opinion that he or she has a conflict of interest in respect of a matter before the Board, the member may absent himself or herself from board proceedings while that matter is being discussed, provided that prior to leaving the meeting, the member:
- (a) declares that he or she has a conflict of interest; and
 - (b) describes in general terms the nature of the conflict of interest.
- (2) The Designated Officer shall cause a record to be made in the Minutes of the members' absence and the reasons for it.
- (3) For the purposes of this provision, a member has a conflict of interest in a respect of a matter before the Board when he or she is of the opinion that:
- (a) he or she has a personal interest in the matter which would conflict with his or her obligation as a member to fairly consider the issue; or
 - (b) substantial doubt as to the ethical integrity of the member would be raised in the minds of a reasonable observer, if that member were to participate in the consideration of that matter.

Pecuniary Interest

- 12 (1) The pecuniary interest provisions of the MGA apply to all Members of the Board while attending meetings of the Board, as though they were councillors attending meetings of council.
- (2) A Board member who fails to declare a pecuniary interest in a matter before the Board, or fails to absent himself or herself from proceedings dealing with such a matter, ceases to be a member of the Board.

Commencement of Appeals

- 13 (1) A taxpayer may commence an assessment appeal by:
- (a) mailing or delivering to the address specified on the assessment or tax notice a complaint in the form set out in the *'Matters Relating to Assessment Complaints'* regulation and within the time specified in the MGA; and

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Bylaw 862/11

- (b) paying the applicable fee.

Rules of Order

- 14 The Board shall make its own procedural rules, having due regard for the principles of procedural fairness.

Adjournments

- 15 (1) The Board may in its discretion grant adjournments of a hearing for such purposes as it feels necessary to ensure proper consideration of the issues before it, including:
 - (a) allowing the Board to obtain a legal opinion or other professional guidance; or
 - (b) to allow a viewing by the Board of the site in respect of which the appeal is being made.
- (2) Where the parties to an appeal consent to an adjournment of the hearing, such adjournment may be granted by the Chairperson after consultation with the Members individually (whether in person, by telephone or by email) without the need to convene a formal meeting. In such a case, the Board is deemed to have convened and the hearing is deemed to have commenced as of the date of such consultation.

Notice of Decisions & Record of Hearing

- 16 (1) After the hearing of a complaint, the Designated Officer shall:
 - (a) under direction of the Chairperson, prepare Minutes of the hearing, the decision or order of the board and the reasons for the decision in compliance with the MGA; and
 - (b) arrange for the order or decision of the Board to be signed; and distributed in accordance with the requirements under the MGA.
- (2) The Designated Officer will maintain a record of the hearing.

Delegation of Authority

- 17 In accordance with its authority under MGA section 203(1) to delegate power, Council hereby delegates:
 - (a) its authority to appoint members of the Assessment Review Board to the Nomination Review Committee;
 - (b) its authority under section 454(2)(c) to prescribe the remuneration and expenses payable to each member of the assessment review board to the Designated Officer.

Reimbursement of Costs

- 18 The City of Red Deer shall pay for the administrative costs associated with the operation of the Regional Assessment Review Board. Recovery of costs from Regional Partner Municipalities will be as set out in the agreements established.

Transitional

The Town of Rimbey Assessment Review Board Bylaw

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- 19 The Board shall hear all complaints arising out of assessments from 2010 and subsequent years.

Appeal Fees

- 20 Appeal fees are payable by the person making an assessment appeal complaint as follows:

- (a) Local Assessment Review Board Appeal - \$50.00
- (b) Composite Assessment Review Board Appeal - \$100.00

Severability

- 21 Should any provision of this Bylaw be invalid, then such invalid provision shall be severed and the remaining Bylaw shall remain.

Repeal

- 22 Bylaw 850/10 is hereby repealed.

READ a first time this 12 day of January, 2011.

READ a second time this 12 day of January, 2011.

READ a third and final time this 26 day of January, 2011.



MAYOR



CHIEF ADMINISTRATIVE OFFICER

Schedule C

AC = Assistant Clerk from partner municipality **A** = assessor from partner municipality **C** = Clerk for Regional Board (City)

OPTION A	OPTION B	
AC	AC	RECEIPT OF APPEAL
AC	AC	o collect fee
AC	AC	o review appeal for validity / compliance with legislation
AC	AC	o open file & send to assessor and clerk
		INITIAL STAGES
AC / C	A / C	· preliminary discussions & disclosure of information occurs between complainant and assessor
A / AC	A	· assessor advises assistant clerk if matter is resolved or proceeding to appeal
A / AC	C	· if resolved, assistant clerk advises the clerk and administers withdraw in accordance with local practice
AC	AC	· if proceeding, assistant clerk advises clerk and forwards copy of all appeal documents
AC	AC/A	· assistant clerk will advise regional clerk of hearing location preference
C	C	CONFIRMATION OF RECEIPT OF APPEAL
C	C	o review appeal for appeal type / validity / compliance with legislation
C	C	o determine if issue exists for merit hearing

OPTION A	OPTION B	
C	C	ASSIGNMENT OF RESOURCES
C	C	o open file / identify all parties involved
C	C	o assign administrative support and board members
C	C	o establish hearing date, schedule facility, board members
C	C	SEND NOTICE OF HEARING TO COMPLAINANT
C	C	o copies to assistant clerk, assessor & Minister (if CARB)
C	C	o copies if necessary to property owner, agent, lessee etc.
C	C	DISCLOSURE
AC / A	AC / A	o complainant provides 1 st disclosure to assistant clerk and assessor
AC	AC	o assistant clerk date stamps submission and forwards 1 electronic and 6 paper copies to clerk
A	A	o assessor submits response to assistant clerk and complainant
AC	AC	o assistant clerk date stamps assessors submission and forwards 1 electronic and 6 paper copies to clerk
AC	AC	o complainant provides rebuttal to assistant clerk and assessor
AC	AC	o assistant clerk date stamps submission and forwards 1 electronic and 6 paper copies to clerk
C	C	AGENDA
C	C	o clerk verifies all disclosure
C	C	o clerk verifies attendance of all parties

C	C	o clerk will produce agenda packages & provide six copies at the hearing
C	C	o clerk will liaise with the Board and provide all materials necessary – including legislation
C	C	o clerk will prepare templates for minutes and decisions of the Board
OPTION A	OPTION B	
C	C	APPEAL HEARING
C	C	o clerk will attend hearing and produce minutes that identify all issues presented to the board
C	C	o clerk will attend deliberations and produce a decision from the Board that identifies all issues, arguments, reasons for the decision (including both conformist and dissenting reasons)
C	C	SEND NOTICE OF DECISION TO COMPLAINANT
C	C	o copies to assistant clerk, assessor & Minister (if CARB)
C	C	o copies if necessary to property owner, agent, lessee etc.
C	C	
C	C	REPORTING
C	C	clerk will provide the assistant clerk with a reporting package of the appeal which includes:
C	C	o invoice for services in accordance with agreement
C	C	o copy of hearing minutes
C	C	o statistics (where necessary)
C	C	o feedback form to establish best practices and service standards for quality control
C	C	o clerk will compile and retain a record of the hearing in accordance with the regulations

TOWN OF RIMBEY

DATE: February 9, 2011

TITLE: Residential Waste and Recycling Collection RFP

BACKGROUND:

Changes regarding the collection of waste in the Town of Rimbey were discussed with Council. Attached is the Request for Proposals (RFP) based on those discussions.

DISCUSSION:

We would like to put the RFP out by February 11, with an expected submission deadline of March 4. Notice to commercial collection customers that the Town will no longer be responsible for waste and cardboard collection as of March 31 needs to be sent out soon.

As part of budget preparation, a budget for waste collection and recycling has been developed based on the following assumptions:

- No change to residential waste/recycling fees charged to residents
- Only residential waste/recycling collection will be done through the Town as of April 1
- Estimated increases to residential collection fees over current residential collection charges have been factored in
- The Town will operate the Waste Transfer Station beginning April 1
- Commercial waste and cardboard collection contracted by the Town will cease April 1
- Costs to operate the Project 84 building remain unchanged

Based on the preceding assumptions, below is the forecast budget implications and previous budget results for waste collection/recycling:

2011	\$22,273
2010	\$11,173
2009	-\$15,082
2008	-\$68,005

RECOMMENDATION:

For information.



TOWN OF RIMBEY

**REQUEST FOR PROPOSAL
FOR
CURBSIDE COLLECTION AND HAULING OF
RESIDENTIAL WASTE AND RECYCLING**

**CLOSING DATE AND TIME:
MARCH 4, 2011
2:00 PM MST**

NOTES:

- PROPOSAL WILL NOT BE OPENED PUBLICALLY
- DURING THE DEBRIEFING, THE CONFIDENTIALITY OF INFORMATION (INCLUDING PRICING) RELATED TO OTHER PROPOSALS SHALL BE PROTECTED
- AWARD NOTIFICATIONS WILL BE POSTED ON APC (ALBERTA PURCHASING CONNECTION)

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6. SPECIFIC SCOPE OF WORK	PAGE 22

CONTACT INFORMATION:

IT IS THE PROPONENT'S PRESRESPONSIBILITY TO CLARIFY INTERPRETATION OF ANY ITEM OF THE SPECIFICATIONS OR OTHER DOCUMENTATION BEFORE THE CLOSING DATE, BY CONTACTING:

Ryan Maier, Assistant CAO, Town of Rimbey
Ph: 403-843-2113
Fax: 403-843-6599
Email: ryan@rimbey.com

INSTRUCTIONS FOR SUBMITTING PROPOSAL

1. A Proposal must be delivered or mailed to:

Town of Rimbey
4938 – 50 Avenue
Box 350
Rimbey, AB
T0C 2J0

2. To be considered a Proposal must be received by the Town of Rimbey by the stated closing time, at the address specified in Instruction #1, above; duly signed; and submitted in hard copy.

3. A Proponent must submit (3) three copies of its Proposal, one clearly marked "Original", the others clearly marked "Copy".

4. Proponents are asked to provide as much information as possible when replying to each point throughout the RFP and the Proponent must identify any specific provisions with which it is unwilling or unable to comply. Unwillingness or inability to comply with any specific provisions in the RFP may result in the Proposal being rejected.

5. A Proposal must be in enough detail to allow The Town to determine the Proponent's position from the documents received. Every effort should be made to include complete details of services to be provided.

SECTION 1: GENERAL CONDITIONS OF PROPOSAL

1. SUBMISSION OF PROPOSAL

1.1. Proposals shall be submitted in a sealed envelope entitled "Proposal for Curbside Collection and Hauling of Residential Waste and Recycling" to the Town Office of the Town of Rimbey.

1.2. Faxed Proposals will not be considered.

1.3. The conditions herein constitute a part of the RFP and the Proponent acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of The Town under this RFP by signing the **Signature Sheet**. Responses submitted that do not include a signed **Signature Sheet** will not be accepted.

1.4. All communications regarding this RFP should be sent to Ryan Maier, Assistant CAO, Town of Rimbey. The Town of Rimbey (herein and elsewhere in this RFP sometimes referred to as "The Town") will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent must notify Ryan Maier, Assistant CAO, Town of Rimbey, which may, if necessary, send written addenda to all Proponents.

1.5. Each Proponent must make full disclosure of any personal or business relationships with any member of Town Council, any Executive Officer, or any Town staff member. Disclosure, if any, must be made in writing and accompany the Proponent's response.

1.6. The law applicable to this RFP is the law in force in the Province of Alberta. Except for an appeal from an Alberta Court to the Supreme Court of Canada, no action in respect to this RFP will be brought or maintained in any Court other than in a court of the appropriate jurisdiction of the Province of Alberta. Unless specifically so stated elsewhere in the RFP documentation, "The International Sale of Goods Act", will not apply.

1.7. The Town will not be bound by any disclaimer in a Proposal, and any expressed warranty or condition does not negate a warranty or conditions implied by The Sale of Goods Act (Alberta) unless inconsistent therewith.

1.8. All the terms and conditions of this RFP are assumed to be accepted by the Proponent, and incorporated in the Proposal, except those conditions and provisions which are expressly excluded by the Proposal.

1.9. Proposals shall be prepared at the sole cost of the Proponent and under no circumstances will The Town be responsible for these costs.

1.10. Proposal Format

Proposals should adhere to the following format:

- Letter of Transmittal
- Executive Summary
- Corporate Profile
- Response to Requirements and Pricing
- Certification
- Related Experience and Expertise
- References

2. PROPOSAL PRICES

2.1. All prices proposed shall be in Canadian Currency. If not stated otherwise, The Town will assume that prices quoted are in Canadian funds.

2.2. Prices will include all applicable taxes, duties and costs of packing, cartage and transportation and other charges, unless otherwise expressly stipulated.

2.3. Goods and Services Tax (GST) shall not be included in quoted prices.

2.4. Unless specified otherwise by the Proponent, The Town will assume the Proposal to be firm for acceptance within 90 days of proposal closing.

2.5. The cost of the services should be broken down as per the Pricing Chart provided in the "Specific Scope of Work" section of this RFP.

3. DELIVERY

3.1. Time shall be of the essence on all deliveries of materials or services by the successful Proponent and no extension of time given on any occasion will be deemed to be a general waiver of this condition.

3.2. The Proponent is expected to use all reasonable undertakings to make delivery at the time specified in the RFP or otherwise stated. If for any reason delivery is delayed, the Proponent shall be responsible for any loss or damage sustained by the Purchaser or any third party by reason of such delay, unless prior written consent from the purchaser is given accepting delay.

4. GENERAL

4.1. The Town may refuse to award a contract to a Proponent who has not complied with applicable Federal, Provincial or municipal licensing regulations or bylaws or other requirements.

4.2. The Proponent shall obtain and pay for all permits and licenses required either by the Government of Canada, the Province of Alberta, The Town, or any other authority to enable

the Proponent to do all things necessary to perform the Contract for waste and recyclable removal and hauling services (“the Contract”) according to the provisions of the Contract.

4.3. Each Proponent warrants that the products and services it will supply to The Town conform in all respects to the standards set forth by all applicable Federal and Provincial agencies.

4.4. Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

4.5. Any references in the RFP to statutes or regulations or to any Town bylaws are deemed to include the most recent amendments thereto or replacements thereof.

4.6. The successful Proponent hereafter shall be referred to as the “Contractor” as the context requires.

5. INDEMNIFICATION

5.1. The Contractor, agrees to indemnify and hold harmless The Town, its agents and employees from and against all loss or expense that may be incurred by The Town, its officials, officers, employees and agents as a result of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof arising out of or as a consequence of the performance of the work stipulated in the RFP or in the performance of the Contract.

6. COMMITMENT

6.1. Proponents are advised that no commitment or contractual obligations arise or are created under this RFP until such time as the successful Proponent receives official written confirmation of acceptance from the Town of Rimbey.

7. LIMITATION OF LIABILITY

7.1. In no circumstances will a Proponent be entitled to consequential damages for any loss of profit or damage to reputation.

7.2. In no circumstances will a Proponent be permitted to limit their liability to an amount less than two million (\$2,000,000.00) dollars.

7.3. In no circumstances will a Proponent be entitled to special damages.

7.4. The Proponent covenants and agrees to indemnify and save harmless the Town of Rimbey from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the work carried out under this agreement.

8. ACCEPTANCE OR REJECTION

8.1. A single response (for example, a Proposal from only one supplier to this RPP) may be deemed a failure of competition, and at the sole option of The Town, the RFP may be cancelled.

8.2. The Town reserves the right to cancel this RFP in its entirety after the advertised closing date, if all qualified bids exceed The Town's allocated budgets or if the scope of The Town's requirements changes.

8.3. A Proposal may be rejected on the basis of the Proponents' past performance, financial capabilities, completion schedule or failure to comply with Federal, Provincial or Municipal legislation.

8.4. As it is the purpose of The Town to obtain a Proposal most suitable to the interests of The Town and what it wishes to accomplish, The Town has the right to waive any irregularity or insufficiency or non-compliance in any Proposal submitted and to accept the Proposal which it deems most favorable to its interests or to reject all Proposals and cancel the RFP. Price is but one criteria and therefore the lowest price proposal will not necessarily be accepted.

8.5. The Town reserves the exclusive right in its sole discretion:

- to accept the Proposal which it deems to be most appropriate and to waive any deviations in the Proposal;
- to reject all Proposals and to invite new Proposals for the services required;
- to increase, decrease, delete, or vary any portion of the work;
- to reject Proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view;
- to reject Proposals where there are significant omissions of required information as they relate to desirable requirements;
- to reject Proposals which have conditions attached, which are not authorized by the RFP;
- to reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements;

9. ASSIGNMENT OF CONTRACT

9.1. A 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 the Contract. 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 the Contract.

10. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIP)

10.1. The Town acknowledges that a Proposal may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town acknowledges and agrees that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law. The Town is, however, bound by the Freedom of Information and Protection of Privacy Act (Alberta) and all documents submitted to The Town will be subject to the provisions of this legislation.

11. PERFORMANCE AND EXCUSABLE DELAYS

11.1. The Contractor may be evaluated periodically throughout the course of work or at the end of the project as the case may be. Any evaluations will be shared with the Contractor with the goal of immediate and permanent resolution where problems and concerns occur.

11.2. The Town and the Contractor will acknowledge that delays in performance under the Contract may arise due to events beyond their reasonable control. Such delays will be excusable and the relevant obligation suspended but only for such period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

12. CLARIFICATION

12.1. The Town reserves the right to seek clarification from any Proponent to assist in the evaluation of its Proposal.

13. NEGOTIATION

13.1. By submitting a Proposal a Proponent accepts that a contract may be concluded however, The Town reserves the right to negotiate the terms of any proposed contract with any Proponent. If the parties after having bargained in good faith are unable to conclude a formal agreement, The Town and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and The Town may, in its discretion, contact other Proponents whose Proposals are considered by The Town suitable for the project and attempt to conclude a formal agreement with them.

14. TOWN'S RIGHT TO TERMINATE THE CONTRACT

14.1. Any of the following occurrences or acts will constitute an event of default by the Contractor under the Contract:

- a) Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for seven (7) 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 seven (7) days, then The Town in its discretion may extend the time period for rectification or terminate the Contract;

b) an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of a bankrupt or insolvent parties; or

c) the appointment of a Receiver for the Contractor.

In the event either (b) or (c) occurs, The Town will have the right to terminate the Contract immediately.

14.2. Notwithstanding anything contained herein, The Town may, at any time during the term of the contract, upon giving 30 days' notice to the Contractor, terminate the contract if The Town is of the opinion that the services supplied by the Contractor are not of a standard satisfactory to The Town or that the Contractor no longer has the capability financial or otherwise to perform its obligations under the contract.

14.3. The Town in its sole discretion may terminate the Contract for reasons including, but not limited to, unethical or criminal activities by the Contractor upon giving 7 days notice to the Contractor.

15. NO COLLUSION

15.1. Except as otherwise specified or as arising by reason of a provision of the Contract documents, no person either natural, or body corporate, other than the Proponent has or will have any interest or share in its Proposal or in any award or contract arising out of this RFP. There must be no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted in response to this RFP.

15.2. Each Proponent must certify in writing that it has no knowledge of the contents of other Proposals and have made no comparison of figures or agreement or arrangement, expressed or implied, with any other party in connection with the making of its Proposal.

16. EXECUTION OF FORMAL AGREEMENT

16.1. This RFP represents a definition of specific requirements only. It is not intended to be, nor should it be construed as, an offer to contract. The Town will consider each submitted response but assumes no obligation to act on any response. All submitted responses shall become the property of the Town. Only the execution of a written contract will obligate the Town in accordance with the terms and conditions of that contract.

16.2. If the Proponent's Proposal is accepted, the Proponent shall be required to enter into a formal Contract. The Proponent will in good faith and in a timely manner clarify any terms or provisions of the Contract if required, or negotiate if circumstances require, and finalize the Contract within 30 days.

17. BID EVALUATION CRITERIA

17.1. The Town of Rimbey considers the following requirements of the services and Proponent to be of primary importance in the evaluation of bids for the Collection and Hauling of Residential Waste and Recycling. Weighting points will be allocated based on the Town's assessment of the submissions where exact numerical assessment (such as price) cannot be made. Only those requirements applicable to the bid and based on the submission will be considered. The intent is to acquire service that best meets the Town's overall requirements based on the anticipated total cost of the services.

17.2. The Town will take into consideration when awarding the contract the sum of the scores for each criteria. Proposals where criteria does not meet a minimum score of four (4) will be rejected.

17.3. REQUIREMENTS/CRITERIA: (ALL SUBMISSIONS WILL BE SCORED ON THE FOLLOWING CRITERIA)

- Conformance in meeting the primary objectives of the RFP: 20%
The Town of Rimbey reserves the right to consider variations from the requirements with due regard to their importance. Incomplete requirements may risk obtaining a lower score.
- Proposed service levels: 25%
Customer service to the Town of Rimbey is of primary importance. Please provide as many details as possible in regards to both regular service levels as well as value added service such as central coordination for addressing customer complaints and dealing with day to day problems that may arise.
- Past performance, references and vendor reliability: 10%
Bidder is required to provide a minimum of three (3) Municipal references where they have provided similar services.
- Total bid price to meet requirements: 35%
Provide full details of pricing and pricing structure.
- Implementation and termination plan: 10%
Provide details for implementation, transition and termination of proposed plan.

17.4 Proposals in which mandatory criteria are not met shall be automatically rejected.

EVALUATION TABLE

Requirements/Criteria shall be evaluated in accordance with the following table and the weights assigned to each criteria:

Rating Description

- 10 Excellent - Exceeds the requirements of the criterion in superlative beneficial, ways/very desirable.
- 9 Very Good - Exceeds the requirements of the criterion in ways which are beneficial to our needs.
- 8 Good - Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to our needs.
- 7 Fully meets the requirements of the criterion.
- 6 Average - Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
- 5 Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
- 4 Poor - Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. Lacking in critical areas.
- 3 Poor to Very Poor
- 2 Very Poor - Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
- 1 Very Poor to Unsatisfactory
- 0 Does not satisfy the requirements of the criterion in any manner.

18. CREDIT CHECKS

18.1. The Town reserves the right to request and receive financial information, credit checks, and performance securities from a Proponent or Contractor that will, in The Town's opinion, protect The Town's interests and/or demonstrate that the Proponent's or Contractor's business is financially sound. Failure to comply with such requests may result in a proposal being rejected.

19. ACTS & REGULATIONS

19.1. 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
- Environment Protection and Enhancement Act
- Employment Standards Act
- Safety Codes Act
- Hazardous Products Act (Canada)
- Hazardous Materials Information Review Act

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

19.6. 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.

20. PERFORMANCE

20.1 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 without 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.

21. INSURANCE REQUIREMENTS

21.1. 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:

- a) 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.

21.2. 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.

21.3. 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.

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

21.5. 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.

22. 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.

22.1. The Contractor SHALL:

- a) NOT assign ANY person to perform work for The Town that is under the age of 16.
- b) 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 Drivers License, Immigration or Passport Documents, or other Photo bearing identification) MUST be provided and accompany the Security Clearance Form.
- c) 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.
- d) 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 (erg. theft, shoplifting, assault, sexual offenses, etc.) for which a pardon has not been obtained.
- e) INFORM The Town of any/all contracted employees authorized to work within the buildings owned and operated by The Town that are convicted of offenses against persons or property DURING the term of the Contract.

23. EQUIPMENT

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

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

24. USE OF PREMISES

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

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

25. REFERENCES

25.1. Proposals must include a list of references with respect to their general reputation of the Proponent along with the Proponent's skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the person to contact, their telephone number, and the type of products/services provided should be included with the Proposal.

25.2. The Town reserves the right to check the references of any and all Proponents at any time during the RFP evaluation process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee to determine if a Proponent is compliant with this RFP.

25.3. The Town will not enter into a contract with any Proponent whose references, in the opinion of The Town, are found to be unsatisfactory.

26. LENGTH OF CONTRACT

26.1. Any contract resulting from this RFP shall be in effect for a period of three (3) years from the commencement date.

26.2. 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 five (5) years.

27. NOTICE

27.1. Notices in connection with the Contract will effectively be given if sent by registered mail or hand delivered to:

Town of Rimbey
4938 – 50 Avenue
Box 350
Rimbey, AB
T0C 2J0
Attention: Assistant CAO

The Contractor shall provide an address for notices upon entering into the Contract with The Town.

Any Notice sent by registered mail will be considered as having been received seven (7) days after the mailing of such.

28. OCCUPATIONAL HEALTH & SAFETY

28.1. 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.”

29. LETTER OF CREDIT

29.1. 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.

29.2. 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.

SPECIAL CONDITIONS OF PROPOSAL

1. TOWN PROVIDED INFORMATION

The representations in this RFP are furnished merely for general information and are not, in any way, warranted or guaranteed by or on behalf of The Town. All information provided to the Proponent including quantities or any other figures are accurate to the best of The Town's knowledge. This information is intended to allow the Proponent to ascertain the scope of the proposal. The actual figures may vary and The Town will not guarantee that this information is correct. Reliance on this information shall be at the Proponent's own risk.

2. FIRM PRICE AND ESCALATION

To be considered, all Proponents shall keep prices firm, for the time period quoted in the Proposal. Failure to comply with this requirement shall be cause for rejection of a Proposal. Alternative price proposals will not be considered unless the Proponent first makes an offer based on firm pricing for the term of the contract.

3. THE INNOVATIVE PROPOSAL

Proponents are encouraged to supply information on new and innovative processes that they feel would be beneficial to The Town (the innovative proposal). The innovative proposal should be set out entirely separately in the Proposal and will only form part of a Contract if and when specifically agreed upon between the Proponent and The Town apart from any acceptance of the basic Proposal.

4. TOWN OF RIMBEY BYLAWS

A copy of the current Waste Bylaw is attached in **Schedule A** of this document. Proponents acknowledge and agree that The Town may, from time to time, over the term of the Contract, amend the bylaw as deemed appropriate.

The Town reserves the right during the course of the Contract, after consultation with the Contractor, to modify the requirements of the garbage containers.

5. INVOICE and PAYMENT PROCEDURES:

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.

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.

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.

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.

Signature Form

The Undersigned Company represents and warrants that it is authorized to carry on business of this nature and that it is not disabled from performing the Contract if awarded by any law of Canada or of the Province of Alberta. The Undersigned also acknowledges receipt, understands, and has taken into consideration all the information presented in this Request for Proposal. The Undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the Company and to bind it to this Request for Proposal and Contract awarded pursuant to the Request for Proposal.

The Undersigned hereby acknowledges it has thoroughly reviewed and has complied with the documents making up this Request for Proposal, which may include, Instructions For Submitting Proposal, General Conditions Of Proposal, Special Conditions Of Proposal, all drawings and specifications as may be listed in the Index, and any amendments or addenda. The Undersigned also authorizes the TOWN OF RIMBEY to contact any of the listed references submitted in their Proposal response.

Company Name

Date

Name and Title

Authorized Signature

THIS FORM MUST BE RETURNED WITH ANY SUBMISSION

SECTION 2: SCOPE OF WORK

1. Proponents are invited to submit quotations for ANY or ALL parts of the Request for Proposal. The term of the initial Contract shall commence April 1st, 2011 and end on March 31st, 2014 (See item 26 of the General Conditions of RFP).

1.1. Curbside Collection of Residential Waste and Recycling

2. **TERMINIATION** (see also item 14, General Conditions)

Curbside Collection of Residential Waste and Recycling

In addition to the rights of termination set out in Clause 14, General Conditions of the Proposal, 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.

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

4. **EQUIPMENT** Proposals must include a complete list of the make, model, type of vehicle, year, hauling capacity, and number of operators required (see also item 22 of General Conditions).

5. **BACK-UP EQUIPMENT**

5.1. Proposals must address contingency plans in the event of an emergency and the primary vehicle is not available to fulfill the obligations of the contract. In addition Proposals must address response times for replacement vehicles in the event of vehicle breakdown, availability of replacement vehicles and specifics of the replacement vehicles, location of replacement vehicles.

5.2. The Town reserves the right to request and review all maintenance records for the equipment servicing the Contract. Proposals should describe preventative maintenance procedures and/or programs in place to ensure equipment availability and operation.

6. **REMEDIES**

6.1. 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:

6.2. A Contract penalty of \$10 per household per day for residential garbage not picked up as per the Contract schedule, after 5 homes have been missed.

6.3. A Contract penalty of \$500 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.

6.4. A Contract penalty of \$250 per incident if the Contractor does not respond to a request to attend service requests as required by the Contract.

7. DISPOSAL

7.1. The Contractor shall collect and transport all Residential Waste to the Bluffton Landfill and dispose of it in a safe and environmentally responsible manner (regardless of the manner of collection).

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

SECTION 3: SPECIFIC SCOPE OF WORK

Respecting the award of Contract: CURBSIDE COLLECTION AND HAULING OF RESIDENTIAL WASTE AND RECYCLING

1. To collect, remove and dispose of Residential Waste material from each and every residential dwelling included within the Town of Rimbey Residential Waste Collection Program on a weekly basis. Award of such contract shall not prevent the Town, occupant, tenant or person in charge from entering an agreement with any other person or company for the collection, removal and disposal of waste accumulated at a residential dwelling as the result of construction, renovation or demolition. The current method of collection is manual; however, The Town is seeking bids for automated collection, with the cost of provision of bins included. The intent is that residents would be given a choice between two sizes of bins (242 L and 363 L), however other options will be considered.

If a Proponent wishes to start the Contract with manual collection and transition to automated collection later in the contract term, the Proponent must specify this desire in the Proposal and provide the respective rates for both methods. The method of collection must be defined in the Proposal.

2. As of January 2011 there are approximately 959 residential dwelling units in the Town of Rimbey's Residential Waste and Recycling Collection Program.

3. 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 the Contract.

4. The frequency of Residential Waste Collection shall be one (1) pick up per residential dwelling per week. At the sole discretion of the Town such frequency may be increased from time to time as deemed necessary to meet demand, at a rate to be negotiated.

5. The frequency of Residential Blue Bag Collection shall be one (1) pick up per residential dwelling bi-weekly. At the sole discretion of the Town such frequency may be increased from time to time as deemed necessary to meet demand, at a rate to be negotiated.

6. The Contractor shall take note that the rates and costs are to represent waste collection and hauling to the Bluffton Landfill site, approximately 16 km from the Town of Rimbey. Disposal fees at the Landfill are the responsibility of the Town.

7. The Contractor shall take note that the rates and costs are to represent blue bag recycling collection and hauling to a processing location of the Contractor's choosing. The processing location must be identified in the submission.

8. The Town is not responsible for the processing costs and/or revenue associated with the curbside recycling program.

9. PREPARATION OF RESIDENTIAL WASTE FOR COLLECTION

a) The Contractor shall not be responsible for collecting Residential Waste 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 to such matters. The Contractor will be supplied a copy of the limits and standards at the commencement of the Contract along with any amendments thereto from time to time.

b) There is currently no container limit in the Town of Rimbey. However, the Town will be updating its bylaw in conjunction with this RFP. The current size limit of each container is 90 liters, with the weight not to exceed 6.8 kg.

c) Cans or bags containing Residential Waste to be collected shall be collected in the lane behind each residential dwelling unit. If no rear lane exists or the rear lane has not been cleared by The Town for Residential Waste Collection then the Residential Waste 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.

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

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

f) Blue Bag recycling shall be collected in a similar manner, however all materials must be contained within transparent bags to ensure items are recyclable. Allowable items are to include paper, cardboard/boxboard, glass, aluminum, plastic and tin.

10. Subject to the other terms and conditions of the Contract; 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 Landfill Site each week, Residential Waste from each Residential Dwelling Unit in the Town.

11. MANNER OF COLLECTION

a) The Contractor, its agents and employees (Collector(s)), shall maintain a positive, friendly customer service level. 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.

b) Collection shall be made with a minimum of noise and traffic delay and will not start before 7:00 am. The collector(s) will adhere to all the rules of the roads.

c) Collectors shall handle all waste receptacles as carefully and quietly as possible and in the case of manual collection all waste receptacles and container lids must be placed back on (or in) the receptacles and containers. The Collectors will return the receptacles and containers to their proper location. The Collectors shall clean up all refuse spilled during Residential Waste 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 left in a stable position.

d) Any issues with the performance of the collection vehicles (i.e. spills or leaks) will be immediately reported to the correct authorities and 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.

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

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

g) The Collection Route is said to be complete when all dwellings included within the daily route have been collected and all Customer Service Requests have been fulfilled.

h) If the Town receives more than five (5) customer service requests in a single day, the Contractor will ensure all service requests are attended to on the same day of the request.

i) Where a Residential Dwelling Unit is serviced by a graveled alley or lane way, and where the Contractor must utilize the graveled 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.

j) 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. Where there is subsequent damage for which the Contractor has been deemed responsible by the Town, the Contractor will be invoiced for all personnel and equipment costs as per the Town's Force Account Schedule.

k) It is possible that streets or lanes may become impassable due to snow, mud or other encumbrances, and should it be deemed necessary, the Contractor shall provide alternate equipment with a maximum license mass not exceeding 8000 kg to complete the collection as set forth in the Contract with no additional cost to the Town. The Town shall have the right to determine when an alley or street requires the use of smaller collection vehicles as aforementioned.

l) 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.

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

12. SCHEDULE AND TIME:

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

b) 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.

c) 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.

13. Pricing Table 1: Manual Waste Collection and Disposal

Option 1	Frequency	Year	Residential Waste Collection/ Month	Annual Total \$
Manual Collection	Weekly	2011/2012		
		2012/2013		
		2013/2014		

14. Pricing Table 2: Automated/Manual Waste Collection and Disposal with provision of Carts

Option 2	Frequency	Year	Residential Waste Collection/ Month	Annual Total \$
Manual/Automated Collection with Supply of Carts	Weekly	2011/2012		
		2012/2013		
		2013/2014		

15. **Pricing Table 3: Bi-Weekly Blue Bag Recycling Collection and Disposal**

Option 3	Frequency	Year	Residential Blue Bag Collection/ Month	Annual Total \$
Blue Bag Collection	Bi-Weekly	2011/2012		
		2012/2013		
		2013/2014		

SCHEDULE "A" – WASTE BYLAW



BY-LAW NO. 781/05

A BY-LAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE COLLECTION AND REMOVAL OF GARBAGE AND REFUSE IN THE TOWN OF RIMBEY.

WHEREAS

There presently exists a garbage pickup service in the Town of Rimbey, and

WHEREAS

Every residence, commercial, industrial, institutional and other use is being charged a fee for this service according to the terms of the 'Municipal Utility Rates' By-Law, and

WHEREAS

Council authorizes the consolidation of all previous Garbage and Refuse By-Laws.

NOW THEREFORE

Under the authority of the Municipal Government Act, Revised Statutes of Alberta 2000 and amendments thereto, the Council of the Town of Rimbey, duly assembled, enacts as follows:

PART I RESIDENTIAL AND CHURCHES

1.0

- a) All garbage must be placed in suitable containers, or packages, those suitable containers being:
 - Sealed garbage bags
 - Regulation size garbage containers with lids
 - Small boxes, tied shut
 - Garden refuse, placed in clear bags or tied in small bundles
 - All animal refuse and carcasses must be in sealed garbage bags
- b) Each suitable container shall be no larger than 20 gallons (90 liters) capacity and shall not exceed 15 pounds (6.8 kg) weight.
- c) Garbage containers must be placed in a readily accessible location on the alley of each property where applicable, and kept clean of snow.
- d) All apartment buildings (buildings with more than 4 suites) must have a commercial bin.

PART II COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL PROPERTIES

2.0

- a) All commercial, industrial and institutional properties such as hospitals and schools are required to have commercial bins to be used for the disposal of garbage.
- b) Commercial businesses will be allowed to cost-share in the use of an existing commercial bin, with neighboring businesses, to a maximum of 4 businesses per bin.
- c) Bins must be placed in a readily accessible location at the rear of the property where applicable and be kept clear of snow and vehicles.

PART III COMPLIANCE

3.0

Failure to comply with this By-Lay will result in no garbage pickup.

THAT By-Laws 289/54, 043/65, 230/75, 388/80, 528/86, 551/88 and 690/99 are hereby repealed.

THAT this By-Law shall take effect upon the final passage thereof.

READ a First Time in Council this 26th day of May, 2005.

Mayor

Chief Administrative Officer

READ a Second Time in Council this 9th day of June, 2005.

READ Third Time and Finally Passes this 9th day of June, 2005.

Mayor

Chief Administrative Officer



Council Recommendation

Date: February 9, 2011

Title: Dog License Fee Waiver Request for Service Dog

Presenter: Administration

Background:

Glenna Spelrem is a volunteer puppy raiser for Dogs with Wings Assistance Dog Society out of Edmonton.

Discussion:

Certified service dogs in other communities do waive the license fee. Previous Council did waive the license fee for 2010 for the service dog in training. Bylaw 755/03 Dog Control does not have anything written in for service dogs.

Recommendation:

That Council pass a resolution to waive the license fee for the service dog in training "Linus", who is in the care of Glenna Spelrem, Registered Volunteer Puppy Raiser for Dogs with Wings Assistance Dog Society.

Keith and Glenna Spelrem
Box 1005
Rimbey, Ab.
T0C 2J0

January 25, 2011

Town of Rimbey
Box 350
Rimbey, Ab.
T0C 2J0

RECEIVED
JAN 25 2011
TOWN OF RIMBEY

To Whom It May Concern,

Re: town dog tags

Once again we are volunteer puppy raising for Dogs With Wings Assistance Dog Society, Edmonton, Alberta. Many municipalities do not require service dogs and service dogs in training to obtain licencing. However, it is another form of identification should the unthinkable happen.

Last year the Town kindly donated a dog licence for our first Dogs With Wings puppy, Iris. Iris has since moved on to advanced training in Edmonton. Linus, a black labrador retriever, joined our family as an eight week old puppy on January 21, 2011. He will be with us for the next 12 - 14 months. Would the Town consider also donating his dog licence?

Thank you, in advance, for this consideration.

Sincerely,



Glenna Spelrem
Registered Volunteer Puppy Raiser
Dogs With Wings Assistance Dog Society

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

RECEIVED

JAN 26 2011

TOWN OF RIMBEY

Dear Mayor Ibbotson:

As you know, in 2009 the AUMA Board introduced the Mayors Caucus meetings as a way to improve communication between our Association and its members and as a way to address the specific matters and issues of interest to our diverse range of members. These Caucus meetings are organized according to population size—under 2500, between 2501 and 10,000, and over 10,000—and were tremendously popular.

For 2011, AUMA has planned a Mayors' Caucus for February and June. The February Mayors' Caucus meetings will be devoted to examining AUMA's short and long term strategic and tactical plans. With a provincial election on the horizon, it is more important than ever to ensure that a municipal agenda is front and centre for all provincial political parties. The AUMA needs input from all members so that we can articulate municipal priorities clearly and decisively. To this end, the February Mayors Caucus meetings will include more member engagement and facilitated dialogue sessions.

We are very pleased to invite you to the first Mayors' Caucus for 2011.

Populations under 2500	Populations 2501-10,000	Populations over 10,000
February 16, 2011	February 17, 2011	February 18, 2011
Matrix Hotel, Edmonton	Matrix Hotel, Edmonton	Matrix Hotel, Edmonton

As a value-added feature of this Mayors Caucus, we are also hosting an **MLA Breakfast on Thursday February 17 from 7:30am to 9:30am also at the Matrix Hotel in Edmonton.** There is no charge for attending the Breakfast; however, please be sure to RSVP for this event when you register for the Mayors Caucus. Please note that we will be holding the mid population (2501-10,000) Mayors Caucus immediately following the MLA Breakfast to make it more feasible for our members to attend both the appropriate Caucus meeting as well as the MLA Breakfast.

Because your input is vital, the Board has requested that the agenda include municipal action items. To ensure everyone is up to speed and well prepared for the meetings, agenda items must **be provided in the attached RFD format with the appropriate background information to tali@auma.ca by February 4, 2011.** The agenda items will be filed electronically and made available for all Mayors to review prior to the caucus meetings. Instructions on how to access the agenda will be forthcoming.

Online registration and pertinent information is available on the AUMA website: www.auma.ca

For more information please contact Amanda Neumann at 780-431-4536 or at aneumann@auma.ca

The AUMA is committed to being your trusted voice. Through events such as the Mayors Caucuses and MLA Breakfast, we can ensure that we remain *Stronger. United.* and that Alberta municipalities remain the best places in which to live, work, and thrive.

Sincerely,

Darren Ajdous
 AUMA President



ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister
MLA, Dunvegan - Central Peace

AR49533

January 17, 2011

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

Dear Mayor Ibbotson:

Thank you for your project application under the capital funding component of the Municipal Sustainability Initiative (MSI).

I am pleased to inform you that the following project has been accepted as a qualifying project under the capital funding guidelines. Your municipality may apply the following amount of your MSI capital funding allocation to the qualifying costs of the project:

CAP-2897	Northeast Lagoon Upgrade	\$70,000
----------	--------------------------	----------

Please ensure that your local MLA is contacted prior to any announcement or milestone you are planning for this project. I would like to recognize Mr. Raymond Prins, MLA, Lacombe-Ponoka, for his continued support for this program.

In order to recognize your success through this project, and to recognize the contribution that the MSI has made in achieving this success, please include this project in a published list of MSI-funded projects that is available to the public.

As per the MSI capital guidelines, I may select specific projects that merit enhanced public recognition. If the above project is selected, my ministry will contact you to develop a joint communication plan.

.../2

104 Legislature Building, Edmonton, Alberta T5K 2B6 Canada Telephone 780-427-3744 Fax 780-422-9550

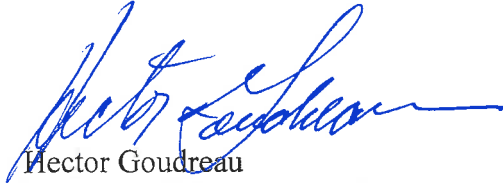
P.O. Box 1054, 035- 1 Avenue SW, Falher, Alberta T0H 1M0 Canada Telephone 780-837-3846 Fax 780-837-3849
Toll Free From All Areas 1-866-835-4988

Printed on recycled paper

His Worship Sheldon Ibbotson
Page 2

I wish you, your council, and the municipality's staff continued success with this project.

Sincerely,



Hector Goudreau
Minister of Municipal Affairs
MLA, Dunvegan-Central Peace

cc: Raymond Prins, MLA, Lacombe-Ponoka
Tony Goode, Chief Administrative Officer, Town of Rimbey



ALBERTA
TRANSPORTATION

Office of the Minister

January 19, 2011

His Worship Sheldon Ibbotson
Mayor
Town of Rimbey
P.O. Box 350
Rimbey, AB T0C 2J0

RECEIVED

AR46690

JAN 25 2011

TOWN OF RIMBEY

Dear Mayor Ibbotson:

On behalf of the Governments of Canada and Alberta, I appreciate receiving your municipality's submission of the 2010 Application for Program Acceptance (APA) under the Federal Gas Tax Fund (FGTF). The information provided has been reviewed and I am pleased to advise that the projects listed on the attached summary are accepted under the terms of the FGTF.

A grant payment in the amount of \$139,102 is being electronically transferred to the Town of Rimbey. This amount represents the full amount of the 2010 installment payment under this program.

In the event that any further new projects are proposed for funding under the FGTF, please ensure that an additional APA is submitted to Alberta Transportation's regional office.

This program funding assists Alberta municipalities in addressing their infrastructure needs, and lays the foundation for future environmentally-sustainable economic growth across the province.

Government is pleased to partner with you as we work together to address your capital infrastructure needs. Best wishes for success with your projects.

Sincerely,

Luke Ouellette
Minister of Transportation
M.L.A., Innisfail-Sylvan Lake

Attachment

cc: Mr. Ray Prins, M.L.A., Lacombe-Ponoka

**Action Request Report
46690 - FEDERAL GAS TAX FUND
Acceptance Date:**

Project Location	Phase Name or Limits	Municipal File #	Details and Comments	2011	Total
RIMBEY					
<i>CENTRAL REGION</i>					
\$556,408 Total Program Allocation			Preliminary Estimated Project Cost by Year Subject to Year-End Reporting to Reflect Actual Project Costs		
APPLICATION					
Highway 20 Intersection Improvement 1	1 - A&W		Create Type II A highway intersection at Alberta Transportation's request. Exact location to be provided later (Highway 20 at A&W).	\$133,333	\$133,333
Highway 20 Intersection Improvement 2	2 - Rimbey Implements		Create Type II A highway intersection at Alberta Transportation's request. Exact location to be provided later (Highway 20 at Rimbey Implements).	\$133,333	\$133,333
Highway 53 Intersection Improvement	Highway 53 at Legacy Court		Create Type II A highway intersection at Alberta Transportation's request. Exact location to be provided later (Highway 53 at Legacy Court).	\$133,333	\$133,333
Status Subtotals				\$399,999	\$399,999
Total this application				\$399,999	\$399,999

Preliminary Estimated Project Cost by Year - Subject to Year-End Reporting to Reflect Actual Project Costs



ALBERTA
TRANSPORTATION

Office of the Minister

AR46688

January 20, 2011

His Worship Sheldon Ibbotson
Mayor
Town of Rimbey
P.O. Box 350
Rimbey, AB T0C 2J0

RECEIVED

JAN 26 2011

TOWN OF RIMBEY

Dear Mayor Ibbotson:

The Government of Alberta is pleased to offer the Alberta Municipal Infrastructure Program (AMIP), which is being administered by the Department of Transportation. We appreciate receiving your municipality's submission of the 2010 Application for Program Acceptance (APA) under the AMIP. Based on our review of the information provided, we are pleased to advise that the projects listed on the attached list are accepted under the terms of the AMIP.

In the event that additional projects are proposed to fully utilize your municipality's funding allocation under the AMIP, please ensure that a supplementary APA is submitted to Alberta Transportation's regional office.

We would also like to recognize our colleague, Mr. Ray Prins, M.L.A. for Lacombe-Ponoka, for his continued support for your projects.

We look forward to working with your municipality regarding your infrastructure needs and wish you success with your projects.

Sincerely,

Luke Ouellette
Minister of Transportation
M.L.A., Innisfail-Sylvan Lake

Hector Goudreau
Minister of Municipal Affairs
M.L.A., Dunvegan-Central Peace

Attachment

cc: Mr. Ray Prins, M.L.A., Lacombe-Ponoka



Action Request Report
46688 - ALBERTA MUNICIPAL INFRASTRUCTURE PROGRAM
Acceptance Date:

Project Location	Phase Name or Limits	Municipal File #	Details and Comments	2010	Total
RIMBEY					
<i>CENTRAL REGION</i>					
\$1,998,104 Total Program Allocation			Preliminary Estimated Project Cost by Year Subject to Year-End Reporting to Reflect Actual Project Costs		
APPLICATION					
54 Avenue Storm Drainage Improvements	54 Avenue		Storm drainage improvements at 54 Avenue to install new storm main, tie into existing storm main, add a manhole and grate, reshaping of ditch, and place topsoil and seed grass.	\$89,463	\$89,463
Water Reservoir and Water Distribution System	Northwest Reservoir and Various Water Lines		New construction of second reservoir and water distribution system to allow for looping of water supply.	\$4,535,445	\$4,535,445
Status Subtotals				\$4,624,908	\$4,624,908
Total this application				\$4,624,908	\$4,624,908

Preliminary Estimated Project Cost by Year - Subject to Year-End Reporting to Reflect Actual Project Costs