

TOWN OF RIMBEY

TOWN COUNCIL AGENDA

AGENDA FOR REGULAR MEETING OF THE TOWN COUNCIL TO BE HELD ON WEDNESDAY, MARCH 30, 2016 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING

1	Call to Order Regular Council Meeting & Record of Attendance	
2.	Public Hearing - None	
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	8.3 Council Reports	91
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9.	Correspondence - None	
10.	Open Forum (Bylaw 894/14 – Council Procedural Bylaw #30 - The open forum shall be for a maximum total of twenty (20) minutes in length to allow members of the public present at the meeting to address Council regarding issues arising from the meeting in progress. No formal decision shall be made on any matter discussed with Council during the open forum session.)	
11.	In- Camera	
	11.1 Land (Pursuant to Division 2, Section 24(1) of the Freedom of Information and Protection of Privacy Act)	
	11.2 Land (Pursuant to Division 2, Section 24(1) of the Freedom of Information and Protection of Privacy Act)	
	11.3 Personnel (Pursuant to Division 2, Section 17(2) of the Freedom of Information and Protection of Privacy Act)	
12.	Adjournment	

TOWN OF RIMBEY

TOWN COUNCIL

MINUTES OF THE REGULAR MEETING OF TOWN COUNCIL HELD ON
MONDAY, MARCH 7, 2016 IN THE COUNCIL CHAMBERS OF THE TOWN
ADMINISTRATION BUILDING

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

Mayor Pankiw
Councillor Godlonton
Councillor Jaycox
Councillor Payson
Councillor Webb
Interim Chief Administrative Officer – Donna Tona, CTS
Director of Public Works – Rick Schmidt
Contract Development Officer – Liz Armitage
Recording Secretary – Kathy Blakely

Absent:

Acting Chief Administrative Officer/Chief Financial Officer – Lori Hillis, CA
Municipal Intern - Michael Fitzsimmons
Director of Community Services – Cindy Bowie

Public:

Treana Mielke – Rimbey Review
4 members of the public
Jackie Stratton, Past President Rimbey Chamber
Margaret Phelan, Community Futures East Parkland
Jennifer Hartigh, Town of Blackfalds, Economic Development Officer
Stephan Olsen, Brix Constriction,
Stan Cummings, SJC Development

2. Public Hearing 2.1 None
3. Adoption of 3.1. March 7, 2016 Agenda
Agenda 5.2 Carey Anderson – Delete
7.2 Carey Anderson - Delete

Motion 137/16

Moved by Councillor Godlonton to accept the agenda for March 7, 2016 Regular Council Meeting as amended.

CARRIED

4. Minutes 4.1 Minutes of the Regular Council Meeting February 22, 2016

Motion 138/16

Moved by Councillor Jaycox to accept the Minutes of the Regular Council Meeting of February 22, 2016, as presented.

CARRIED

Motion 139/16

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

CARRIED

5. Delegation 5.1 Rural Business Network Business Visitation Program 2016 – Jackie Stratton

Mayor Pankiw welcomed Ms. Jackie Stratton, Margaret Phelan, and Jennifer Hartigh of the Rural Business Network to the Council Meeting.

Ms. Stratton spoke to Council on behalf of the Rural Business Network

regarding the Business Visitation Program which will take place in Blackfalds, Clive and Rimbey this summer. She highlighted there will be teams visiting business and asking them questions regarding their businesses. She invited Council Members to Join in the visitations and indicated they were looking to do these visitations on May 11/12 or May 17/18. She also noted they would do preliminary advertising and requested to send information in the Town Utility Invoices and on the Town Newsletter as well as on twitter and facebook. Ms. Stratton indicated the project is measurable and will help to cross promote our towns and find hidden businesses. The end goal of the business visits is to gather data.

Mayor Pankiw thanked Ms. Stratton and her associates for their presentation.

Motion 140/16

Moved by Councillor Godlonton to endorse the program of the Rural Business Network regarding the Business Visitation Program.

CARRIED

Jackie Stratton, Margaret Phelan, and Jennifer Hartigh, departed the Council meeting at 7:09 pm.

6. Bylaws

6.1 Bylaw 910/15 Municipal Development Plan

Motion 141/16

Moved by Councillor Jaycox to give second reading to Bylaw 910/15 Municipal Development Plan.

CARRIED

Motion 142/16

Moved by Councillor Webb to give third and final reading to Bylaw 910/15 Municipal Development Plan.

CARRIED

7. New and Unfinished Business

7.1 Extension of Development Agreement with Brix Construction Inc.

Motion 143/16

Moved by Mayor Pankiw to approve the Extension and Novation Agreement between the Town of Rimbey and Brix Construction Inc. for two years as presented.

CARRIED

7.3 Tagish Engineering Project Status Update to February 23, 2016

Motion 144/16

Moved by Councillor Webb to accept the Tagish Engineering Project Status Update to February 23, 2016, as information.

CARRIED

7.4 Application to Amend Land Use Bylaw 762/04

Motion 145/16

Moved by Councillor Godlonton to waive the fee of \$750.00 for the Application to Amend the Land Use Bylaw 762/04 for the Re-designation of Land from R3 to R1, on 3 lots for SJC Development Corp.

CARRIED

Mr. Cummings departed the meeting at 7:45 pm.

7.5 2016 Street Improvements

Motion 146/16

Moved by Councillor Webb to award the 2016 Street Improvements to Border Paving Ltd, for the tendered price of \$493,989.25, including GST.

CARRIED

7.6 Resident Waste Collection Tender

Motion 147/16

Moved by Councillor Webb to rescind Motion 022/16 from January 9, 2016 regarding curbside pickup of garbage.

CARRIED

Motion 148/16

Moved by Councillor Jaycox to award the Residential Waste Collection tender to Cast-A-Waste, using Pricing Table 1 (Back Alley Weekly Manual Waste Collection and Disposal) with the following rates:

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

CARRIED

Motion 149/16

Moved by Councillor Mayor Pankiw to award the Residential Waste Collection tender to Cast-A-Waste, using Pricing Table 3 (Bi-Weekly Blue Bag Recycling Collection and Disposal) with the following rates:

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

CARRIED

8. Reports 8.1 Department Reports - None

8.2 Boards/Committee Reports

9. Correspondence 9.1 None

10. Open Forum 10.1 Open Forum

Mayor Pankiw asked if anyone from the gallery wished to address Council.

There were two responses from the gallery.

One member of the public questioned Council regarding the paving of the streets, the bins for garbage and the amount of garbage from their own residence.

One member of the public questioned Council regarding the Tri Party

Agreement, and spoke regarding the Red Deer River Watershed Alliance.

Mayor Pankiw recessed the Council Meeting at 8:12 pm.

4 members of the public departed the meeting at 8:12 pm.

Mayor Pankiw reconvened the Council Meeting at 8: 19 pm.

11. In Camera

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

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

Motion 150/16

Moved by Councillor Godlonton the Council meeting go in camera at 8:19 pm, pursuant to Division 2, Sections 24(1) and 17(2), of the Freedom of Information and Protection of Privacy Act, with all Council, Interim Chief Administrative Officer Donna Tona, Development Officer Liz Armitage, Director of Community Services Cindy Bowie, Director of Public Works Rick Schmidt and Recording Secretary Kathy Blakely, to discuss land and personnel issues.

CARRIED

Development Officer Liz Armitage, Director of Public Works Rick Schmidt and Recording Secretary Kathy Blakely departed the Council Meeting at 8:43 pm.

Motion 151/16

Moved by Councillor Jaycox the Council meeting reverts back to an open meeting at 9:16 pm.

CARRIED

2 members of the public returned to the Council Meeting.

Councillor Jaycox recording the following motions in the absence of the recording secretary.

Motion 152/16

Moved by Mayor Pankiw to proceed with the proper mitigation and resolution of the Tri Party agreement between the Town of Rimbey, SJC Developments and Ponoka County.

CARRIED

12. Adjournment

Motion 153/16


Moved by Councillor Webb to adjourn the meeting.

CARRIED

Time of Adjournment: 9:20 p.m.

MAYOR RICK PANKIW

ACTING CHIEF ADMINISTRATIVE OFFICER DONNA TONA

Council Agenda Item	5.
Council Meeting Date	March 30, 2016
Subject	Gull Lake Citizens on Patrol
For Public Agenda	Public Information
Background	Mr. Herman Wegmann of the Gull Lake Citizens on Patrol has requested to come before Council as a delegation.
Discussion	
Relevant Policy/Legislation	
Options/Consequences	
Desired Outcome(s)	
Financial Implications	
Follow Up	
Attachments	
Recommendation	
Prepared By:	
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  _____ Donna Tona, CTS Interim Chief Administrative Officer </div> <div style="text-align: right;"> _____ <i>Mar 23/16</i> Date </div> </div>
Endorsed By:	
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> _____ Donna Tona, CTS Interim Chief Administrative Officer </div> <div style="text-align: right;"> _____ Date </div> </div>

Gull Lake North CITIZENS ON PATROL Association

Alberta Society Registration No. 5010343340

c/o COPS COORDINATOR
RIMBEY R.C.M.P. DETACHMENT
P.O. BOX 919, RIMBEY, ALBERTA, T0C 2J0

March 18, 2016

Town of Rimbey

Attn: Kathy Blakely

Re: Rimbey Council meeting March 30, 2016
Gull Lake North Citizens On Patrol presentation

Dear Kathy,

Further to an article in the March 1, 2016 edition of the Rimbey Review, and subsequent conversations with Mayor Pankiw and councillor Mathew Jaycox, we understand the citizens of Rimbey may be interested in initiating a citizens on patrol program.

Incorporated in 2003, our Gull Lake North Citizens On Patrol group has been actively conducting patrols in the lake neighborhoods of Poulsen's Pasture, Sunnyside, Summer Village of Parkland Beach, Poulsen's Estates, Westlake Estates, Birch Meadows and Birch Bay. We currently have about 25 active members.

It would be our pleasure to attend your regular council meeting on Wednesday, March 30 at 7:00pm, with the object of providing information on the Alberta Citizens On Patrol program and specifically our Gull Lake North COP group. I respectfully request an allotment of 10-15 minutes to explain the program, followed by an additional 5-10 minutes for questions. My presentation is oral, there will be no handouts, nor would I require any audio-visual equipment.

Sincerely,

Irene Wegmann, Secretary
Gull Lake North Citizens On Patrol
403)748-2893 (home)

Council Agenda Item	5.2
Council Meeting Date	March 30, 2016
Subject	Evelyn Prince
For Public Agenda	Public Information
Background	Ms. Evelyn Prince, tenant at the Airport has contacted Administration and wish to address Council as a delegation regarding Council Motions 7.4.11 and 018/16.
Discussion	
Relevant Policy/Legislation	
Options/Consequences	
Desired Outcome(s)	
Financial Implications	
Follow Up	
Attachments	Letter from Evelyn Prince
Recommendation	
Prepared By:	
<p style="text-align: center;"> <u>Donna Tona</u> <u>March 23, 2016</u> Donna Tona, CTS Date Interim Chief Administrative Officer </p>	
Endorsed By:	
<p style="text-align: center;"> _____ Donna Tona, CTS Date Interim Chief Administrative Officer </p>	

Att: Kathy.

Mar 18/2016

Town of Rimby Council & Mayor

We wish to attend council on
concerning issues of the
airport regarding motions 7.4.11 and

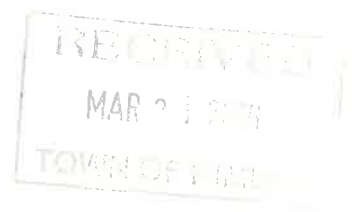
* March 30/16 KBP
~~April 11th~~

018/16.

Thank you
Evelyn Prince and
owners of Hanger's on
site.

* as per telephone call
Monday, March 21/16
10:42 am from Evelyn Prince
KBP.

403-843-6238



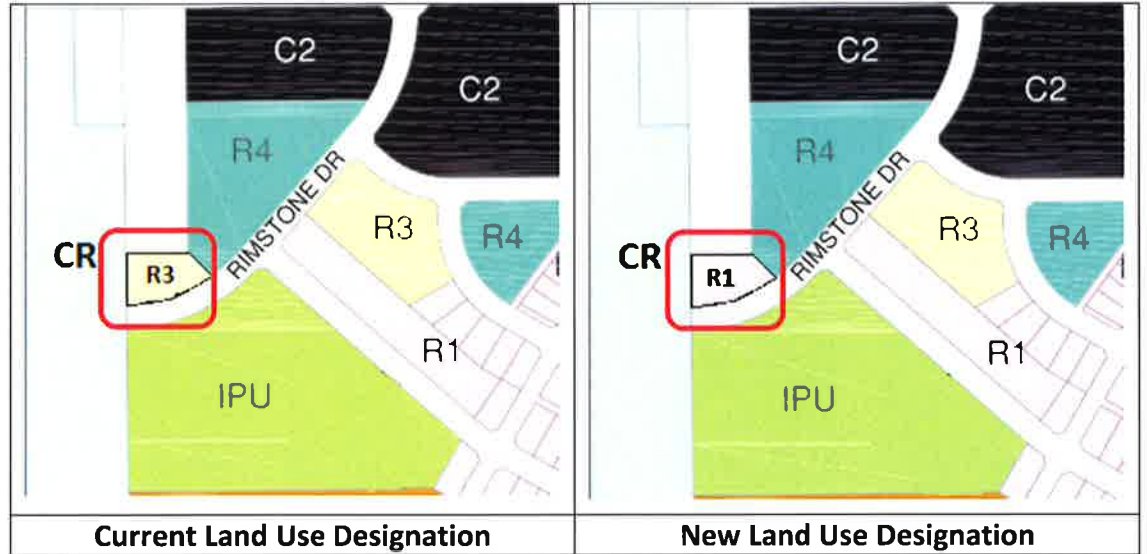
Council Agenda Item	6.1
Council Meeting Date	March 30, 2016
Subject	Bylaw 912/16 Amendment to Land Use Bylaw 762/04 – Re-Designation of Land
For Public Agenda	Public Information
Background	<p>On November 23, 2015 Donna Tona and Liz Armitage met with Stan Cummings to discuss a new subdivision application. It was discussed that upon review of the new application by Mrs. Armitage, the subdivision as presented is not compliant with the Land Use Bylaw. The Land Use Bylaw requires all R3 lots to have a lane/back alley which are not shown on the tentative subdivision plan. Specifically, Land Use Bylaw 762-04 states in clause 4.11 that “A new subdivision intended to be classified R3 shall contain lanes serving every residential lot.”</p> <p>Three options were presented to Mr. Cummings:</p> <ol style="list-style-type: none"> 1. Complete TR-13-03 as approved by the Subdivision and Development Appeal Board. This includes paying the Municipal Reserve owing as determined by the board. 2. Extend the Subdivision application deadline to allow the Land Use Bylaw review to include a review of clause 4.11 and/or re-designate the three parcels from R3 to R1. 3. Immediately apply and pay to amend the land use bylaw to remove clause 4.11 and/or re-designate the lands from R3 to R1. <p>On November 25, 2016 Mr. Cummings submitted a letter which opted to extend the subdivision while the Land Use Bylaw review is undertaken by administration (as attached).</p> <p>On December 14, 2015 Mr. Cummings submitted an additional letter requesting that the re-designation of three R3 lots to R1 as part of the overall Land Use Bylaw project starting in January 2016 (as attached)</p> <p>Mr. Cummings presented a delegation at the February 22, 2016 council meeting. At this time Mr. Cummings requested the lots be re-designated immediately.</p> <p>Upon further conversation with Mrs. Tona on February 25, 2016, Mr. Cummings indicated his preference was for a text amendment to the Land Use Bylaw to remove the requirement of the lanes as required by Clause 4.11.</p> <p>On February 25, 2016 the application information was forwarded to Mr. Cummings by administration. At that time he indicated that he is not going to apply as he does not want to pay the application fee.</p> <p>On March 7, 2016, Mr. Cummings met with Council to discuss this re-designation. Mr. Cummings indicated that he never intended for these lands to be designated R3, and his application in 2014 did not specify re-designating these lands. Therefore, as a possible administrative error in the preparation of Land Use Re-designation Bylaw 890/14, Mr. Cummings felt that he should not be charged to rectify the situation. Administration noted that regardless of why they were re-designated, as it was done by bylaw a new bylaw is required to designate them back to R1. As such first reading, public hearing, second reading and third reading are required. Additionally, at the council meetings neighbouring residents have expressed concern with a resignation from R3 to R1. At the March 7, 2016 meeting</p>

council indicated that Mr. Cummings needs to apply for a re-designation and that the fees will be waived due to the potential error.

Discussion

On March 9, 2016 Mr. Cummings, submitted an application requesting the Town of Rimby re-designate the southwestern portion of Lot 1, Block 19, Plan 0729960 from Medium Density Residential (R3) to Low Density Residential (R1). The area being amended consists of approximately 0.212 hectares. Mr. Cummings has indicated a desire to subdivide these lands into 3 R1 lots at a future date.

The specific lands which the applicant proposed to re-designate are indicated below:



Analysis of Existing Conditions:

An analysis of the existing land use and surrounding area indicates that the area surrounding the subject parcel contains R4, R1, Country Residential (CR) and Institutional and Public Uses (IPU) designations. The IPU lands will include the future Rimoka seniors lodge.

According to Land Use Bylaw 762/04, within R3 the following are permitted uses:

- Duplex, Triplex, and fourplex dwellings not forming part of a condominium
- Row housing
- Multiple unit housing registered as a condominium
- Granny suits in detached houses
- Home offices
- Public parks and recreation areas
- Buildings and uses accessory to the above

Additional discretionary uses include:

- Churches
- Group homes
- Home business
- Rental suites
- Utility installations

- Buildings and uses accessory to the above

Analysis of Proposed Land Use Re-designation:

Under the district proposed by the applicant, R1, the following are permitted uses:

- New detached residences
- New Ready-To-Move or modular homes (subject to development author approval)
- Rental suites in detached homes
- Granny suites
- Home offices
- Public parks and recreation areas
- Building and uses accessory to the above

Additional discretionary uses in the R3 district include:

- Moved-in residences and modular homes, but excluding manufactured and mobile homes
- Churches
- Group homes
- Home businesses
- Utility installations
- Buildings and uses accessory to the above

Compliance with Town Policy


There are no Area Structure Plans governing development within this part of Town.

The Municipal Development Plan Bylaw 910/15 (MDP) encourages a mixture of residential densities and tenure so that a variety of housing is available (8.1). Further, the MDP encourages high density residential development in the transitional areas including along highway 53 (8.3). As the proposed area is not greater than 1.5 hectares or comprised of more than 6 lots (7.4), an Area Structure Plan is not required.

Administration Review

Administration has completed a thorough review of the proposal and notes the following:

1. The MDP encourages high density development in the transitional areas along highway 53. This area may be considered part of the transitional area, where higher density is encouraged. Note that this is not a requirement, rather it is encouraged.
2. As the lands to the east and south including R4 and the multi-unit seniors lodge, if designated R1, the uses may not be compatible.
3. There is no Area Structure Plan in place for the lands directly to west. Without knowing the long range development plans, administration does not have details available to know what may happen in the future. Therefore at this time administration assumes that Country Residential will remain in place for the foreseeable future.
4. These lots are in a very unique position as they are adjacent to lands designated as R4, and CR. The R1 designation may provide a unique opportunity to transition between these uses.

	<p>Recommendations:</p> <p>Due to the unique nature of these lands situated between CR and R4, administration is recommending that Council approve first reading of this bylaw to re-designate the southwest portion of Lot 1, Block 19, Plan 0729960 from R3 to R1. The R1 district will allow for a transition along Rimstone Drive from high density use to low density. Additionally, administration recommends holding a public hearing in order to gain input from neighbouring landowners.</p> <p>Should council choose to provide first reading, in order to adopt the Bylaw, Council must give second and third readings after a public hearing is held. A public hearing must be held and advertised two (2) consecutive weeks in the Rimbey Review. It will be advertised on the Town of Rimbey website and copies will also be made available at the front counter for residents to pick up. Additionally, relevant agencies and adjacent neighbours must be notified as per MGA Section 606.</p>
<p>Relevant Policy/Legislation</p>	<p>Municipal Government Act</p>
<p>Options/Consequences</p>	<p>Option 1: Council may give first reading to Bylaw 912/16. Council should also set the Public Hearing date of April 25, 2016 and direct administration to circulate notice of the land use bylaw amendment to relevant agencies and adjacent neighbors. Additionally, Council should direct administration to advertise the public hearing in the Rimbey Review for 2 consecutive weeks prior to the Public Hearing.</p> <p>Option 2: Council may refuse to give first reading to Bylaw 912/16 [for reasons listed].</p>
<p>Desired Outcome(s)</p>	<p>Ensure orderly development within the Town of Rimbey</p>
<p>Financial Implications</p>	<p>Future taxes will vary depending on the land use designation and what is built in the future.</p>
<p>Follow Up</p>	<p>If first reading is approved by Council, public hearing of Bylaw 912/16 should be scheduled for April 25, 2016 during a regular Council meeting.</p>
<p>Attachments</p>	<p>Land Use Re-designation Application Bylaw 890/14</p>
<p>Recommendation</p>	<p>Council give first reading to Bylaw 912/16.</p>
<p>Prepared By:</p> <p style="text-align: center;">  _____ Liz Armitage </p> <p style="text-align: right;"> <u>March 22, 2015</u> Date </p> <p>Endorsed By:</p> <p style="text-align: center;"> Donna Tona _____ Donna Tona </p> <p style="text-align: right;"> <u>March 23, 2016</u> Date </p>	



Town of Rimby

Application for Amendment to the Land-Use By-Law

I / We hereby make application to amend the Land-Use Bylaw.

Applicant SEAN CURRIE 45 Telephone: 587 679 6907

Mailing Address: Box 1546 RIMBY AB T6C 2J6

Registered Owner's Name: ~~SEAN~~ SIC DEV. CORP.

Telephone: SAME

Mailing Address: SAME

Legal Description: Lots: 4/5/6 Block: 19 Plan: 0729960
Or Certificate of Title: _____

Amendment Proposed

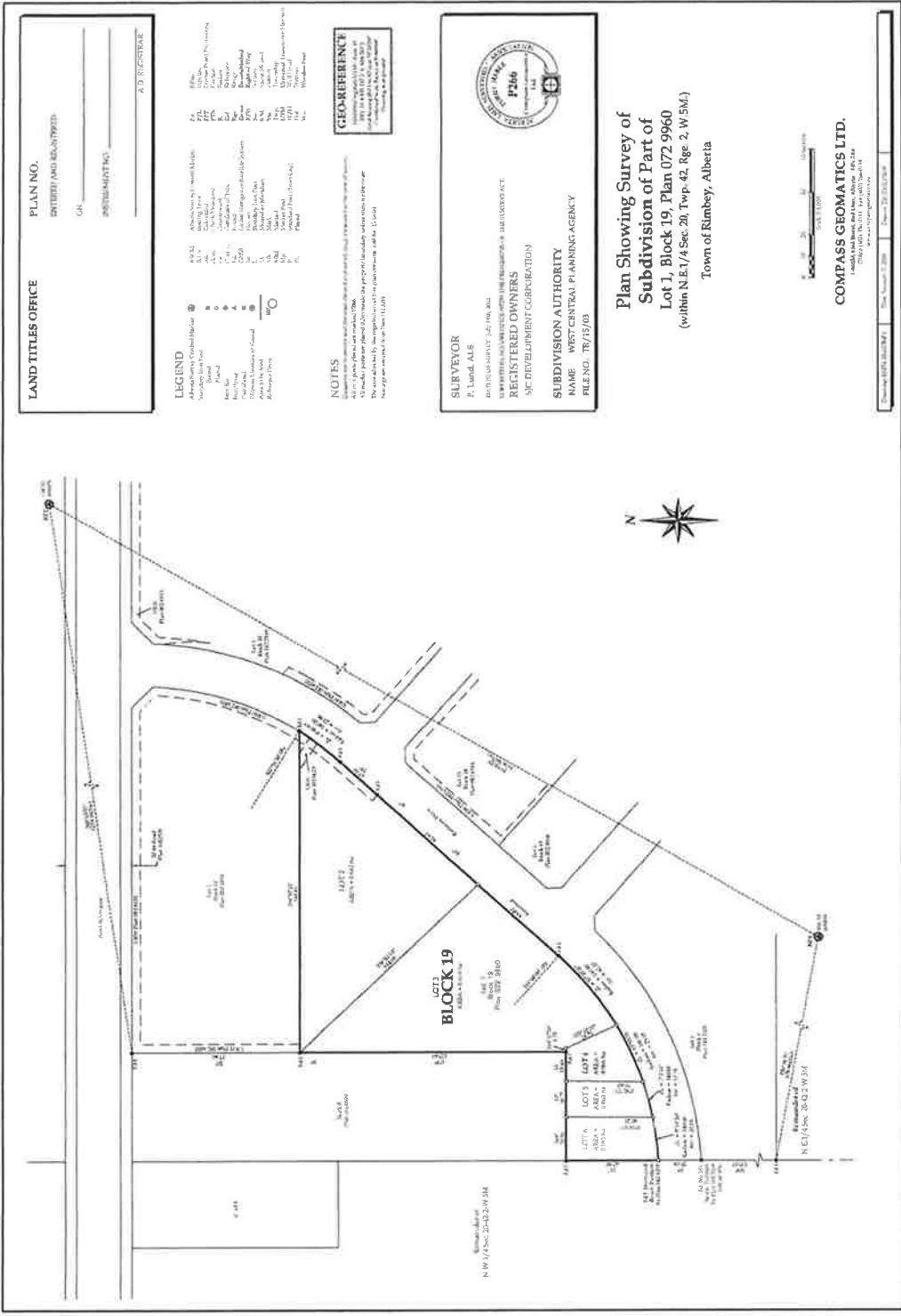
From: R3 To: R1

Reasons for Support of Application For Amendment:

3 LOTS NORTH SIDE

I/We enclose \$ WAIVED Being the application fee.

Date: March 9/2016 Applicant: [Signature]
Signature



LAND TITLES OFFICE

PLAN NO. _____
 ENTRY AND REGISTRY NO. _____
 OR _____
 DISTRICT NO. _____
 A.D. REGISTER _____

LEGEND

① Abandonment of Easement
 ② Abandonment of Right
 ③ Easement
 ④ Right of Way
 ⑤ Easement for Utility
 ⑥ Easement for Water Main
 ⑦ Easement for Sewer
 ⑧ Easement for Gas
 ⑨ Easement for Telephone
 ⑩ Easement for Power Lines
 ⑪ Easement for Road
 ⑫ Easement for Rail
 ⑬ Easement for Air
 ⑭ Easement for Light
 ⑮ Easement for Sound
 ⑯ Easement for View
 ⑰ Easement for Support
 ⑱ Easement for Access
 ⑲ Easement for Driveway
 ⑳ Easement for Parking
 ㉑ Easement for Storage
 ㉒ Easement for Recreational
 ㉓ Easement for Agricultural
 ㉔ Easement for Pasture
 ㉕ Easement for Grazing
 ㉖ Easement for Hunting
 ㉗ Easement for Fishing
 ㉘ Easement for Boating
 ㉙ Easement for Camping
 ㉚ Easement for Picnicking
 ㉛ Easement for Sunbathing
 ㉜ Easement for Swimming
 ㉝ Easement for Skiing
 ㉞ Easement for Snowmobiling
 ㉟ Easement for Ice Skating
 ㊱ Easement for Hockey
 ㊲ Easement for Soccer
 ㊳ Easement for Baseball
 ㊴ Easement for Softball
 ㊵ Easement for Basketball
 ㊶ Easement for Tennis
 ㊷ Easement for Golf
 ㊸ Easement for Bowling
 ㊹ Easement for Billiards
 ㊺ Easement for Chess
 ㊻ Easement for Checkers
 ㊼ Easement for Backgammon
 ㊽ Easement for Bridge
 ㊾ Easement for Cards
 ㊿ Easement for Games

NOTES

1. This plan is subject to the provisions of the Land Titles Act and the Land Titles Regulations.

2. The plan is subject to the provisions of the Planning and Development Act and the Planning and Development Regulations.

3. The plan is subject to the provisions of the Municipal Act and the Municipal Regulations.

4. The plan is subject to the provisions of the Environmental Protection Act and the Environmental Protection Regulations.

5. The plan is subject to the provisions of the Occupational Health and Safety Act and the Occupational Health and Safety Regulations.

6. The plan is subject to the provisions of the Labour Relations Act and the Labour Relations Regulations.

7. The plan is subject to the provisions of the Access to Information Act and the Access to Information Regulations.

8. The plan is subject to the provisions of the Privacy Act and the Privacy Regulations.

9. The plan is subject to the provisions of the Freedom of Information Act and the Freedom of Information Regulations.

10. The plan is subject to the provisions of the Canadian Access to Information Act and the Canadian Access to Information Regulations.

REFERENCE

Surveyor's Office
 1100 - 11th Street SW
 Calgary, Alberta T2P 1K1
 Telephone: (403) 243-2100
 Fax: (403) 243-2101
 Website: www.surveyor.gov.ab.ca

SURVEYOR
 P. J. Land, A.L.S.

REGISTERED OWNERS
 50% DEVELOPMENT CORPORATION

SUBDIVISION AUTHORITY
 SLAKE INSPECTORIAL PLANNING AGENCY
 FILE NO. TR/15/09

**Plan Showing Survey of
 Subdivision of Part of
 Lot 1, Block 19, Plan 072 9960
 (within N.E.1/4 Sec. 20, Twp. 42, Rge. 2, W.5M.)
 Town of Rimbey, Alberta**

COMPASS GEOMATICS LTD.
 14000 14th Street NW, Edmonton, Alberta T5C 1S4
 Phone: (780) 463-1111
 Fax: (780) 463-1112
 Website: www.compassgeomatics.com



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0036 221 604 0729960;19;1 142 219 389 +1

LEGAL DESCRIPTION

DESCRIPTIVE PLAN 0729960
BLOCK 19
LOT 1
CONTAINING 11.468 HECTARES (28.34 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

Table with 4 columns: Plan, Type, Hectares, Acres. Rows A) PLAN 0826554 SUBDIVISION, B) PLAN 0840365 ROAD, C) PLAN 1120539 SUBDIVISION, D) PLAN 1423218 SUBDIVISION.

ATS REFERENCE: 5;2;42;20;NE
ESTATE: FEE SIMPLE

MUNICIPALITY: TOWN OF RIMBEY

REFERENCE NUMBER: 112 018 073 +1

Table with 5 columns: REGISTRATION, DATE (DMY), REGISTERED OWNER(S) DOCUMENT TYPE, VALUE, CONSIDERATION. Row: 142 219 389 11/07/2014 SUBDIVISION PLAN

OWNERS

SJC DEVELOPMENT CORPORATION.
OF BOX 1546
RIMBEY
ALBERTA T0C 2J0

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Row: 7492LV 18/11/1960 CAVEAT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

142 219 389 +1

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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RE : EASEMENT
 CAVEATOR - FORTISALBERTA INC.
 320-17 AVE SW
 CALGARY
 ALBERTA T2S2V1
 AGENT - GARRY SIMPSON
 " AFFECTS PART OF THIS TITLE "

(DATA UPDATED BY: TRANSFER OF CAVEAT
 022225106)
 (DATA UPDATED BY: TRANSFER OF CAVEAT
 042105963)
 (DATA UPDATED BY: CHANGE OF NAME 042504289)

310TG 12/07/1972 UTILITY RIGHT OF WAY
 GRANTEE - FORTISALBERTA INC.
 320-17 AVE SW
 CALGARY
 ALBERTA T2S2V1
 AGENT - GARRY SIMPSON
 " AFFECTS PART OF THIS TITLE "

(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
 OF WAY 022194158)
 (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT
 OF WAY 042105965)
 (DATA UPDATED BY: CHANGE OF NAME 042493265)

072 674 608 15/11/2007 UTILITY RIGHT OF WAY
 GRANTEE - FORTISALBERTA INC.
 700, 801 - 7 AVE SW
 CALGARY
 ALBERTA T2P3P7
 PORTION DESCRIBED
 SEE INSTRUMENT

082 316 524 31/07/2008 UTILITY RIGHT OF WAY
 GRANTEE - THE TOWN OF RIMBEY.
 AS TO PORTION OR PLAN:0826555

102 017 307 15/01/2010 UTILITY RIGHT OF WAY
 GRANTEE - FORTISALBERTA INC.
 AS TO PORTION OR PLAN:0826555

102 017 309 15/01/2010 UTILITY RIGHT OF WAY
 GRANTEE - FORTISALBERTA INC.
 AS TO PORTION OR PLAN:1020623

102 084 329 15/03/2010 MORTGAGE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

142 219 389 +1

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		MORTGAGEE - CANADIAN WESTERN TRUST COMPANY. SUITE 600, 750 CAMBIE STREET VANCOUVER BRITISH COLUMBIA V6B0A2 ORIGINAL PRINCIPAL AMOUNT: \$800,000 (DATA UPDATED BY: TRANSFER OF MORTGAGE 102091318)
102 084 330	15/03/2010	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CANADIAN WESTERN TRUST COMPANY. SUITE 600, 750 CAMBIE STREET VANCOUVER BRITISH COLUMBIA V6B0A2 (DATA UPDATED BY: TRANSFER OF CAVEAT 102281966)
142 219 391	11/07/2014	CAVEAT RE : DEFERRED RESERVE CAVEATOR - THE TOWN OF RIMBEY. C/O WEST CENTRAL PLANNING AGENCY 5111-50 AVENUE WETASKIWIN ALBERTA T9A0S5 AGENT - JASON TRAN.
152 343 722	02/11/2015	BUILDER'S LIEN LIENOR - DB BOBCAT SERVICES LTD. 5025 - 51 STREET LACOMBE ALBERTA T4L2A3 AGENT - KENNETH CRUIKSHANK AMOUNT: \$624,417

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 12 DAY OF FEBRUARY, 2016 AT 03:44 P.M.

ORDER NUMBER: 30109550

CUSTOMER FILE NUMBER: 35866 BDN



END OF CERTIFICATE

(CONTINUED)

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regarding the Business Visitation Program which will take place in Blackfalds, Clive and Rimbey this summer. She highlighted there will be teams visiting business and asking them questions regarding their businesses. She invited Council Members to Join in the visitations and indicated they were looking to do these visitations on May 11/12 or May 17/18. She also noted they would do preliminary advertising and requested to send information in the Town Utility Invoices and on the Town Newsletter as well as on twitter and facebook. Ms. Stratton indicated the project is measurable and will help to cross promote our towns and find hidden businesses. The end goal of the business visits is to gather data.

Mayor Pankiw thanked Ms. Stratton and her associates for their presentation.

Motion 140/16

Moved by Councillor Godlonton to endorse the program of the Rural Business Network regarding the Business Visitation Program.

CARRIED

Jackie Stratton, Margaret Phelan, and Jennifer Hartigh, departed the Council meeting at 7:09 pm.

6. Bylaws

6.1 Bylaw 910/15 Municipal Development Plan

Motion 141/16

Moved by Councillor Jaycox to give second reading to Bylaw 910/15 Municipal Development Plan.

CARRIED

Motion 142/16

Moved by Councillor Webb to give third and final reading to Bylaw 910/15 Municipal Development Plan.

CARRIED

7. New and Unfinished Business

7.1 Extension of Development Agreement with Brix Construction Inc.

Motion 143/16

Moved by Mayor Pankiw to approve the Extension and Novation Agreement between the Town of Rimbey and Brix Construction Inc. for two years as presented.

CARRIED

7.3 Tagish Engineering Project Status Update to February 23, 2016

Motion 144/16

Moved by Councillor Webb to accept the Tagish Engineering Project Status Update to February 23, 2016, as information.

CARRIED

7.4 Application to Amend Land Use Bylaw 762/04

Motion 145/16

Moved by Councillor Godlonton to waive the fee of \$750.00 for the Application to Amend the Land Use Bylaw 762/04 for the Re-designation of Land from R3 to R1, on 3 lots for SJC Development Corp.

CARRIED

The Town of Rimbey Amendment to Land Use Bylaw

Bylaw 890/14

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO AMEND LAND USE BYLAW 762/04.

WHEREAS Council has deemed it appropriate to rezone certain parcels of land,

AND WHEREAS Part 1, Section 21, of the Town of Rimbey Land Use Bylaw 762/04 states that Council may initiate an amendment to the Land Use Bylaw,

NOW THEREFORE, after due compliance with the relevant provisions of the Municipal Government Act RSA 2000, ch. M-26, as amended, the Council of the Town of Rimbey duly assembled enacts as follows:

PART I - BYLAW TITLE

This bylaw may be cited as "Amendment to Land Use Bylaw".

PART II - REZONING

- 1) Lot 1, Block 19, Plan 072 9960, Lot 1, Block 21, Plan 082 6554, Lot 1, Block 20, Plan 112 0539 and Lot 10, 15, 16, 17 and 18, Block 14, Plan 082 6554 be rezoned as shown in Schedule A.

PART III - AMENDMENT

- 2) That 'Schedule C' of Bylaw No. 762/04 is hereby amended as per attached map in Schedule A.

PART IV - REPEAL

- 3) That Bylaw 824/07 is hereby repealed.

PART V - EFFECTIVE DATE

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

READ a first time this 24 day of February, 2014.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ a second time this 24 day of March, 2014.

READ a third and final time this 14 day of April, 2014.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

The Town of Rimbey Amendment to Land Use Bylaw

Bylaw 912/16

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO AMEND LAND USE BYLAW 762/04.

WHEREAS Council has deemed it appropriate to re-designate certain parcels of land,

AND WHEREAS Part 1, Section 21, of the Town of Rimbey Land Use Bylaw 762/04 states that Council may initiate an amendment to the Land Use Bylaw,

NOW THEREFORE, after due compliance with the relevant provisions of the Municipal Government Act RSA 2000, ch. M-26, as amended, the Council of the Town of Rimbey duly assembled enacts as follows:

PART I - BYLAW TITLE

This bylaw may be cited as "Amendment to Land Use Bylaw".

PART II - RE-DESIGNATION

- 1) A portion of Lot 1, Block 19, Plan 0729960 will be re-designated from Medium Density Residential (R3) to Low Density Residential (R1) as shown in Schedule A.

PART III – EFFECTIVE DATE

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

READ a first time this _____ day of _____, 2016.

MAYOR RICK PANKIW

INTERIM CHIEF ADMINISTRATIVE OFFICER
DONNA TONA, CTS

READ a second time this _____ day of _____, 2016.

READ a third and final time this _____ day of _____, 2016.

MAYOR RICK PANKIW

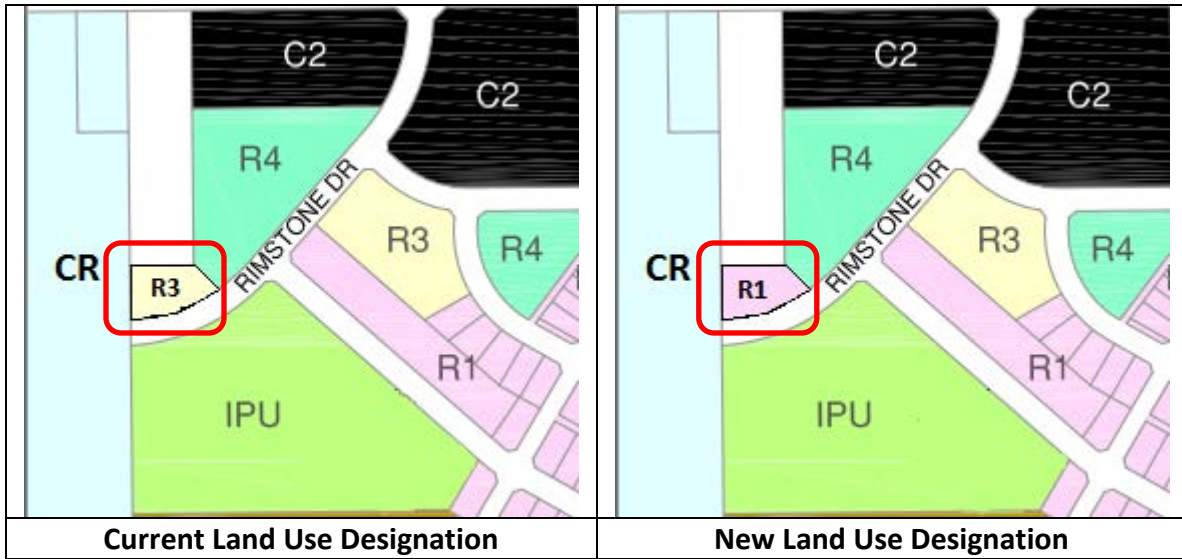
INTERIM CHIEF ADMINISTRATIVE OFFICER
DONNA TONA, CTS

The Town of Rimbey Amendment to Land Use Bylaw

Bylaw 912/16

SCHEDULE A

Land Use Re-designation Map



Council Agenda Item	6.2
Council Meeting Date	March 30, 2016
Subject	Bylaw 913/16 to Rescind Bylaw 839/09
For Public Agenda	Public Information
Background	<p>Bylaw 839/09 Town of Rimbey Area Structure Plan was presented to Council January 13, 2009 where it received first reading and again on September 8, 2009, where it received second and third reading.</p> <p>After a review of the Minutes between January 13th and September 8, 2009, Administration was only able to determine the motions made to pass the Bylaw. There was no mention in the Minutes of advertising of this bylaw, nor a Public Hearing being held.</p> <p>At the February 24, 2014 Regular Council Meeting, Administration brought forth the recommendation to Council to Repeal Area Structure Plan Bylaw 839/09. Council passed the following motion:</p> <p><u>Motion 049/14</u></p> <p><i>Moved by Deputy Mayor Webb to repeal Area Structure Plan Bylaw 839/09.</i></p> <p style="text-align: right;">CARRIED</p>
Discussion	<p>Upon review by current administration it has been determined that Motion 049/14 was not sufficient to repeal Area Structure Plan Bylaw 839/09. Further, while preparing the new Municipal Development Plan Bylaw 910/15 (MDP) administration noted that Area Structure Plan Bylaw 839/09 is no longer relevant to the Town of Rimbey and is not consistent with MDP 910/15.</p> <p>Further, in order to promote quality long term development within the Town, future development shall require Area Structure Plans specific to each development on accordance with MDP clause 7.4 which states <i>“The Town shall require the preparation of an Area Structure Plan (ASP) or other non-statutory plan, acceptable to Council, before subdivision and/or development of any parcel which will be subdivided into six or more lots and/or consist of greater than 1.5 hectares of land is permitted to proceed.”</i></p> <p>In order to repeal Bylaw 839/09 MGA 190(2) states <i>“The amendment or repeal must be made in the same way as the original bylaw and is subject to the same consents or conditions or advertising requirements that apply to the passing of the original bylaw, unless this or any other enactment provides otherwise.”</i> Therefore, in order to appeal the bylaw, council must do so in the same manner as it was approved.</p> <p>Although no Public Hearing appears to have been held when Bylaw 839/09 was approved, it is possible that an open house or alternative form of consultation was</p>

	<p>held in according to MGA. MGA 636(1) states that <i>“while preparing a statutory plan a municipality must (a) provide a means for any person who may be affected by it to make suggestions and representations.”</i></p> <p>Therefore in order to repeal this bylaw administration recommends that council hold a public hearing to ensure residents are provided with an opportunity to make suggestions and representations.</p> <p>Should council choose to provide first reading, in order to adopt the Bylaw, Council must give second and third readings after a public hearing is held. The public hearing must be held and advertised two (2) consecutive weeks in the Rimbey Review. It will be advertised on the Town of Rimbey website and copies will also be made available at the front counter for residents to pick up. Additionally, relevant agencies and adjacent neighbors must be notified as per MGA Section 606.</p>
Relevant Policy/Legislation	<p>MGA 63 (2) (b) MGA 190(2) MGA 636(1)(a)</p>
Options/Consequences	<p>Option 1: Council may refuse to give first reading to Bylaw 913/16 to Rescind Bylaw 839/09.</p> <p>Option 2: Council may give first reading to Town of Rimbey Bylaw 913/16 to Rescind Bylaw 839/09. Council should also set the Public Hearing date of April 25, 2016 and direct administration to circulate notice of Bylaw 913/16 to relevant agencies. Additionally, Council should direct administration to advertise the public hearing in the Rimbey Review for 2 consecutive weeks (April 5-11 and April 12-18, 2016) prior to the Public Hearing.</p>
Desired Outcome(s)	<p>Repeal Bylaw 839/09.</p>
Financial Implications	<p>Not applicable</p>
Follow Up	<p>Public Hearing, Second Reading and Third Reading.</p>
Attachments	<ol style="list-style-type: none"> 1. Page 3, Regular Council Minutes January 13, 2009 Bylaw No. 839/09-Area Structure Plan, with Motion 19/09 2. Page 2, Regular Council Minutes September 8, 2009, Bylaw 839/09-Area Structure Plan 3. Page 3, Regular Council Minutes September 8, 2009, Bylaw 839/09-Area Structure Plan, with Motion 285/09 and Motion 086/09. 4. February 24, 2014 Agenda Item 6.1 Repeal Area Structure Plan 839/09 request 5. Page 2, Regular Council Minutes February 24, 2014, Motion 049/14 6. Bylaw 913/16 Bylaw to Repeal Bylaw 839/09 Area Structure Plan
Recommendation	<ol style="list-style-type: none"> 1. Administration recommends Council rescind motion 049/14. 2. Administration recommends Council give first reading to Bylaw 913/16 Bylaw to Repeal Bylaw 839/09. Council should also set the Public Hearing date of April 25, 2016 and direct administration to circulate notice of Bylaw 913/16 to

relevant agencies. Additionally, Council should direct administration to advertise the public hearing in the Rimbey Review for 2 consecutive weeks (April 5-11 and April 12-18, 2016) prior to the Public Hearing.

Prepared By:

Liz Armitage March 22, 2016
Liz Armitage Date
Development Officer

Endorsed By:

Donna Tona March 23, 2016
Donna Tona, CTS Date
Interim Chief Administrative Officer

Bylaw No. 837/09
Appoint a Designated
Officer and Position of
Development Officer

Administration presented Bylaw No. 837/09 which authorizes Council to establish the position of a Development Officer and appoint a Designated Officer.

Motion 11/09

Moved by Councillor Davies that Bylaw No. 837/09 authorizing the establishment of the position of Development Officer and appoint a Designated Officer be given first reading.

CARRIED UNANIMOUS

Motion 12/09

Moved by Councillor Huff that Bylaw No 837/09 be given second reading

CARRIED UNANIMOUS

Motion 13/09

Moved by Councillor Karroll that Bylaw No 837/09 be presented for third reading.

CARRIED UNANIMOUS

Motion 14/09

Moved by Councillor Clark that Bylaw No. 837/09 be given third and final reading.

CARRIED UNANIMOUS

Bylaw No. 838/09
Retention &
Destruction of
Municipal Documents

Administration presented Bylaw No. 838/09 – retention and destruction of municipal documents to council.

Motion 15/09

Moved by Councillor Davies that Bylaw No. 838/09 authorizing retention and destruction of municipal documents be given first reading.

CARRIED UNANIMOUS

Motion 16/09

Moved by Councillor Huff that Bylaw No 838/09 be given second reading

CARRIED UNANIMOUS

Motion 17/09

Moved by Councillor Clark that Bylaw No 838/09 be presented for third reading.

CARRIED UNANIMOUS

Motion 18/09

Moved by Councillor Karroll that Bylaw No. 838/09 be given third and final reading.

CARRIED UNANIMOUS

Bylaw No. 839/09 –
Area Structure Plan

Administration presented Bylaw No. 839/09 for the purpose of adopting an Area Structure Plan for the Town of Rimbey to Council.

Motion 19/09

Moved by Councillor Clark that Bylaw No. 839/09 for the purpose of adopting an Area Structure Plan for the Town of Rimbey be given first reading.

CARRIED UNANIMOUS

addressed, he will be available Monday to Friday. Staff update is that Constable Meuller will be transferred to Morinville soon and at this time no replacement has been named due to the backfill of openings that need to be filled.

Mayor and Council welcomed Sgt. Groves to the community and commented that Council also has an open door policy and looks forward to working together. Council takes great pride in the community and looks forward to continue working with keeping the community safe. Mayor Barr commented that Council will do its due diligence to support getting an additional member to replace Constable Meuller.

Mayor Barr thanked Constable Coulthard and Sgt Groves for the update.

Constable Coulthard and Sgt Groves exited the meeting at 10:18 am.

Director of Finance Report

Director of Finance, Jackie McMullen, presented the budget figures for the month ending August 31, 2009. The statement is a bit deceiving in some areas, but closer to the end of the year these areas will reflect a more accurate match of the budget. Budget is on schedule and an impact statement to show the effect federal or provincial government cuts of funding may have on the municipal budget is being prepared.

Motion 282/09

Moved by Councillor Huff to accept the Director of Finance report update for the month ending August 31, 2009 as presented.

CARRIED UNANIMOUS

Recreation Services Report

Recreation Director, Rick Kreklewich, provided a written and verbal report on the following:

- RV Park Expansion upgrade
- Arena Open
- Pool Season Complete
- School Rental Proposal
- Hanging Baskets

Motion 283/09

Moved by Councillor Huff to accept the recreation report as presented.

CARRIED UNANIMOUS

Motion 284/09

Moved by Councillor Clark that Recreation Director draft a letter to the Rimbey Jr./Sr. High School explaining why the Town can not support a flat rate rental of the recreational facility.

CARRIED UNANIMOUS

Rick Kreklewich withdrew from meeting at 10:50 am

Bylaw 839/09 – Area Structure Plan (ASP)

Administration presented Bylaw No. 839/09 – Area Structure Plan explaining that the Town of Rimbey has two major highways going through and the highway traffic act says that transportation has jurisdiction over most of Rimbey. In conjunction with Alberta Transportation the plan was developed to alleviate some of the issues when applying for development approval and requests to Alberta Transportation. Administration has reviewed the plan with Alberta Transportation and is now looking for Council's approval for second and third reading.

Motion 285/09

Moved by Councillor Clark that Bylaw No. 839/09 for the purpose of adopting an Area Structure Plan for the Town of Rimbey be given second reading.

CARRIED UNANIMOUS

Motion 286/09

Moved by Councillor Huff that Bylaw No 839/09 be given third and final reading.

CARRIED UNANIMOUS

Recess Mayor Barr called a short recess at 11:10 am.

Reconvene Mayor Barr called meeting back to order at 11:22 am

51st Street Water Main Administration presented an overview of 51st Street water main proposals that have been received. The Town Engineer received quotes from Pitherneys and Urban Dirtworks Inc. to put the water line in 51st Street. The prices do not include bonding price for the project. As for the sewer line installation is not part of the quote due to some sizing issues with the developer of Evergreen Estates and the Town. Administration would like Council's approval to proceed awarding the earthworks contract to Urban Dirtworks Inc.

Motion 287/09

Moved by Councillor Schrader to approve awarding the contract for 51st Street Water Main to Urban Dirtworks Inc at a cost of 88,369.00 not including bonding or GST.

CARRIED UNANIMOUS

Green Gym Outdoor Fitness Equipment Five pieces of Green Gym Outdoor Fitness Equipment are waiting to be shipped to the Town of Rimbey. The site plan was to put the equipment in the same location as the pool. A plan needs to be put into place on a primary and secondary site location for installation of the equipment. Recreation Committee is to recommend two alternate locations and bring back to next Council meeting.

Motion 288/09

Moved by Councillor Clark that Administration advise Green Gym that the Town is awaiting information on the RInC Grant and that a secondary site will be chosen by September 22.

CARRIED UNANIMOUS

Arena Concessions The Concession Arena operator has some concerns with having to be open during practices when there are not enough people accessing the service. Options are to put in vending machines that would be run by recreation and have the concession operator open on weekends only or to leave the contact as is. As the contract sits concession is to be open during practices and games. The Caterer would require support from minor hockey to see if not running concessions during practice would be feasible.

Motion 289/09

Moved by Councillor Huff that recreation review concessions operator agreement with Caterer and Minor Hockey.

CARRIED UNANIMOUS

RV Park Signage Now that the expansion of the RV Park is almost complete it would be appropriate to have some new signage put up. Recreation will look at costs to upgrade the RV Park signage.

TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	February 24, 2014		
Agenda Item No.	6.1	Confidential	Yes	No	XX
Topic	Repeal Area Structure Plan Bylaw 839/09				
Originated by	Melissa Beebe	Title	Assistant CAO		

BACKGROUND:

Bylaw 839/09 Area Structure Plan outlining the framework for subsequent subdivision and development of areas of land within the municipality. This plan laid out the sequence of development in the proposed quadrants, land uses proposed, density of population, general location of major transportation routes and other matters that council considered necessary at that time.

Documentation Attached:	Yes	XX	No
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DISCUSSION:

According to the MGA section 632(2) a council of a municipality with population of less than 3500 may adopt a municipal development plan, which the Town of Rimbey does have area structure plans addressed within the MDP regarding future land use within the municipality. The MDP also has a provision that expects developers of private sector development to provide an Area Structure Plan that is presented to Council for consideration and adoption addresses the land uses proposed, density of population, location of major transportation routes, storm water management, municipal services, etc. Bylaw 839/09 is not necessary and is not going to stay current with the changes of future land developments. As this is covered in the MDP bylaw it is redundant to continue with this bylaw, as each development is required to provide an Area Structure Plan that requires Council's approval, advertising, and public hearing. Any amendment to a developer's ASP falls under the MGA, Division 12, which has the same requirements as the Land Use Bylaw for notifications and public hearings.

RECOMMENDED ACTION:

Administration recommends Council repeal Area Structure Plan Bylaw 839/09.

CAO

DISTRIBUTION:	Council:	Admin:	Press:	Other:
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opportunities in the future.

The feeling of the board is it would like to move forward with the Master Plan recommendations and open communication with the service groups with Council direction and see how we can work together on the key initiatives. Community groups have been instrumental in building community recreation infrastructure. The Chair reiterated that we are an advisory group and we really need you, the people were giving advice to, what is the direction Council would like to see.

Mayor Pankiw stated that a skateboard park is high on Councils list and inquired if the Rec Board could do research on how this type of project could be done. Rec Board felt a Skateboard park would be a good project, and advised that some of the priorities to come out of the rec plan are the trails and the pie shaped park.

Deputy Mayor Webb thanked Derry Armstrong of the Recreation Board for their presentation.

5.2 Peggy Makofka Rimbey FCSS/RCHHS

Deputy Mayor Webb welcomed Mrs. Makofka to the Council Meeting.

Peggy Makofka, Executive Director of the Rimbey Family & Community Support Services, Rimbey Community Home Help Services wanted to have an opportunity to meet the new council and provide a brief overview of the services that are provided by the FCSS. FCSS was started in 1982 as there was a need for homecare services that were identified for the community and the mandate of the organization to help people to be able to stay at home as long as possible and to delay and prevent family breakdown. The organization is a registered nonprofit and allows us to take on additional contracts to provide additional services, such as: meals on wheels, home support, personal care, etc. Contracts allow us to cover costs with a bit of profit that can be reinvested back into new services or sustaining existing services that are not sustainable on their own. The contract with homecare and Alberta Health Services is coming up for competition April 1 2015 and we are hoping to maintain that contract. Some of the non-profit FCSS's have lost contracts to larger private companies. Alberta Health Services determines who will get the contract and a letter of support to the Minister from Council on the benefits of the many services being offered by FCSS.

Peggy advised that community members need to know what is in their community. The Volunteer Centre is there to help other non-profit groups to find volunteers, maintaining stats, training etc, and thank you to council for their support with the program. The Volunteer Appreciation is April 7th, and look forward to council attending. The Charity Golf Tournament is August 14th.

Deputy Mayor Webb advised that the services provided by the FCSS are well used and needed in the community and thanked Mrs. Makofka for her presentation.

Mathew joined meeting in a conference call at 7:20 pm.

6. Bylaws

6.1 Repeal Area Structure Plan Bylaw 839/09

Motion 049/14

Moved by Deputy Mayor Webb to repeal Area Structure Plan Bylaw 839/09.

CARRIED

6.2 Amendment to Land Use Bylaw Rezoning – SJC

Motion 050/14

Moved by Councillor Payson to give first reading to Amendment to Land Use Bylaw 890/14 Rezoning.

CARRIED



A BY-LAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO REPEAL BYLAW 839/09 WHICH ADOPTED THE TOWN OF RIMBEY AREA STRUCTURE PLAN

WHEREAS The Municipal Government Act, R.S.A., 2000 Chapter M-26, permits a Town Council to repeal a bylaw; and

AND WHEREAS The Council of the Town of Rimbey deems it appropriate to repeal the bylaw that adopted the Town of Rimbey Area Structure Plan;

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

1. Bylaw 839/09 is hereby rescinded.

This By-Law comes into effect on the date of third and final reading.

READ a First Time in Council this _____ day of _____ 2016.

Mayor Rick Pankiw

Interim Chief Administrative
Officer Donna Tona


READ a Second Time in Council this _____ day of _____ 2016.

READ Third Time and Finally Passes this _____ day of _____, 2016.

Mayor Rick Pankiw

Interim Chief Administrative
Officer Donna Tona

Council Agenda Item	6.3
Council Meeting Date	March 30, 2016
Subject	Bylaw 914/16 Amendment to Land Use Bylaw 762/04 – Re-Designation of Land
For Public Agenda	Public Information
Background	On August 24, 2016 Rimbey Town Council approved Bylaw 903/15, re-designating a Plan 1525001, Block 1, Lot 2MR from Intuitional and Public Uses (IPU) to Municipal Reserve (MR).
Discussion	<p>Upon completion of the Municipal Development Plan Bylaw 910/15, administration recommends re-designating this land back to IPU for consistency within all town documents.</p> <p>Note that the Municipal Reserve designation remains on title (as attached). The land use re-designation does not impact the land title.</p> <p>Proposed Land Use Re-designation</p> <p>Should council choose to provide first reading, in order to adopt the Bylaw, Council must give second and third readings after a public hearing is held. A public hearing must be held and advertised two (2) consecutive weeks in the Rimbey Review. It will be advertised on the Town of Rimbey website and copies will also be made available at the front counter for residents to pick up. Additionally, relevant agencies and adjacent neighbours must be notified as per MGA Section 606.</p>
Relevant Policy/Legislation	Municipal Government Act
Options/Consequences	Option 1: Council may give first reading to Bylaw 914/16. Council should also set the Public Hearing date of April 25, 2016 and direct administration to circulate notice of the land use bylaw amendment to relevant agencies and adjacent neighbors. Additionally, Council should direct administration to advertise the public hearing in the Rimbey Review for 2 consecutive weeks prior to the Public Hearing.

	Option 2: Council may refuse to give first reading to Bylaw 914/16 [for reasons listed].
Desired Outcome(s)	Ensure consistency within Town documents and policy.
Financial Implications	none
Follow Up	If first reading is approved by Council, public hearing of Bylaw 914/16 should be scheduled for April 25, 2016 during a regular Council meeting.
Attachments	Bylaw 914/16 Land Title Certificate
Recommendation	Council give first reading to Bylaw 914/16.
Prepared By:	
	 _____ Liz Armitage
	_____ March 22, 2015 Date
Endorsed By:	
	_____ <i>Donna Tona</i> Donna Tona, CTS Interim Chief Administrative Officer
	_____ March 23, 2016 Date

The Town of Rimbey Land Use Bylaw Amendment

Bylaw 914/16

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO AMEND LAND USE BYLAW 762-04

WHEREAS Council has deemed it appropriate to rezone certain parcels of land,

AND WHEREAS Part 1, Section 21, of the Town of Rimbey Land Use Bylaw 762/04 states that Council may initiate an amendment to the Land Use Bylaw,

AND WHEREAS Town of Rimbey Land Use Bylaw Amendment Bylaw 903/15 states a previous designation of this land,

NOW THEREFORE, after due compliance with the relevant provisions of the Municipal Government Act RSA 2000, ch. M-26, as amended, the Council of the Town of Rimbey duly assembled enacts as follows:

PART I - BYLAW TITLE

This Bylaw may be cited as the "IPU Land Use Re-designation"

PART II - LAND USE RE-DESIGNATION

- 1) The portion of Plan 1525001, Block 1, Lot 2MR will be re-designated from Municipal Reserve (MR) to (IPU) Institutional and Public Uses (IPU).

PART III – AMENDMENT

- 1) That Schedule C, Land Use Districts of Bylaw No. 762/04 is hereby amended as per attached map in Schedule A.

PART IV - RESCINDED BYLAWS

- 1) That Bylaw No. 903/15 is hereby rescinded.

PART V - EFFECTIVE DATE

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

READ a first time this _____ day of _____, 2016.

MAYOR RICK PANKIW

INTERIM CHIEF ADMINISTRATIVE OFFICER
DONNA TONA

READ a second time this _____ day of _____, 2016.

READ a third and final time this _____ day of _____, 2016

MAYOR RICK PANKIW

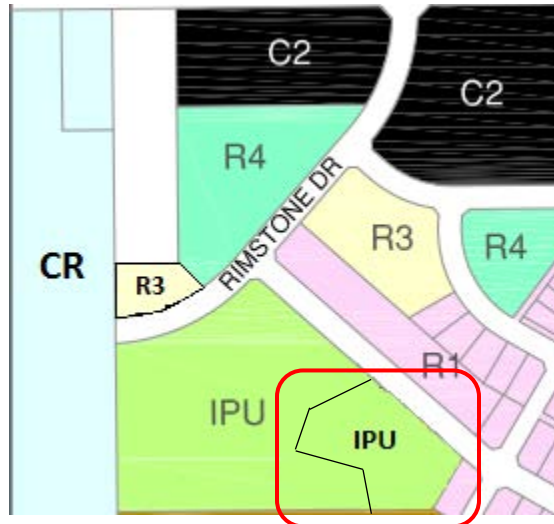
INTERIM CHIEF ADMINISTRATIVE OFFICER
DONNA TONA

The Town of Rimbey Land Use Bylaw Amendment

Bylaw 914/16

Schedule A

Land Use Re-designation Map





LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0036 933 852 1525001;1;2MR 152 342 929

LEGAL DESCRIPTION
PLAN 1525001
BLOCK 1
LOT 2MR (MUNICIPAL RESERVE)
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.12 HECTARES (2.77 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;2;42;20;NE

MUNICIPALITY: TOWN OF RIMBEY

REFERENCE NUMBER: 152 021 128

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

152 342 929 30/10/2015 SUBDIVISION PLAN

OWNERS

THE TOWN OF RIMBEY.
OF BOX 350, RIMBEY
ALBERTA T0C 2J0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

7492LV 18/11/1960 CAVEAT
 RE : EASEMENT
 CAVEATOR - FORTISALBERTA INC.
 320-17 AVE SW
 CALGARY
 ALBERTA T2S2V1
 AGENT - GARRY SIMPSON
 " AFFECTS PART OF THIS TITLE "

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
152 342 929

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

(DATA UPDATED BY: TRANSFER OF CAVEAT
022225106)
(DATA UPDATED BY: TRANSFER OF CAVEAT
042105963)
(DATA UPDATED BY: CHANGE OF NAME 042504289)

TOTAL INSTRUMENTS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 22 DAY OF MARCH,
2016 AT 02:19 P.M.

ORDER NUMBER: 30330926



CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

Council Agenda Item	7.1
Council Meeting Date	March 30, 2016
Subject	Volunteer Appreciation Week
For Public Agenda	Public Information
Background	A letter from the Rimbey & District Volunteer Week Committee advises Volunteer Appreciation Week is April 10-16, 2016.
Discussion	<p>The Rimbey & District Volunteer Week Committee will be holding an event on the evening of Monday, April 11, Commencing at 5:30 pm to recognize and honor volunteers. This years' theme is "Volunteers are part of the ripple effect."</p> <p>The Committee is requesting Council proclaim the week of April 10-16, 2016 to be Volunteer Appreciation Week.</p>
Relevant Policy/Legislation	Not applicable
Options/Consequences	Council may wish to proclaim April 10-16, 2016 as Volunteer Appreciation Week. Council may wish to refrain from making any proclamations.
Desired Outcome(s)	To ensure Volunteers, who are an essential service to many organizations, are duly recognized for their tireless hours of support and dedication to so many causes.
Financial Implications	None
Follow Up	Advertise the proclamation in the Town of Rimbey advertisement in the Rimbey Review, post the proclamation on the Town of Rimbey Website and post it in the Administration Office and the Peter Lougheed Community Centre.
Attachments	Proclamation of Volunteer Appreciation Week.
Recommendation	Administration recommends Mayor Pankiw to proclaim the week of April 10-16, 2016 as Volunteer Appreciation Week.
Prepared By:	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  _____ Donna Tona, CTS Interim Chief Administrative Officer </div> <div style="text-align: right;"> _____ <u>March 21, 2016</u> Date </div> </div>
Endorsed By:	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  _____ Donna Tona, CTS Interim Chief Administrative Officer </div> <div style="text-align: right;"> _____ <u>March 21, 2016</u> Date </div> </div>

Proclamation of Volunteer Appreciation Week



WHEREAS the volunteer spirit that helped to build Rimbey is alive and strong today, and

WHEREAS each year many citizens commit their time and talents to improve the quality of life for our entire community, and

WHEREAS the entire community benefits from the valuable contributions that volunteers make,

THEREFORE I, Rick Pankiw, Mayor of Rimbey do hereby proclaim April 10th to April 16th, 2016 "Volunteer Week" in Rimbey

Signature

Date

Council Agenda Item	7.2
Council Meeting Date	March 30, 2016
Subject	Extension of Development Agreement with Brix Construction Inc.
For Public Agenda	Public Information
Background	<p>On January 25, 2016, Steffen Olsen with Brix Construction Inc. requested the Development Agreement between Brix Construction Inc. and the Town of Rimbey dated 15-04-2015 be extended for one year.</p> <p>On February 8, 2016 council passed the following motion: <u>Motion 113/16</u></p> <p>Moved by Mayor Pankiw to have Administration prepare a Development Agreement Extension and submit it for review by Council at the March 7, 2016 Regular Council Meeting, or at the February 22, 2016 Regular Council Meeting if it is available by then.</p> <p>On March 7, 2016 council passed the following motion: <u>Motion 143/16</u></p> <p><u>Moved by Mayor Pankiw to approve the Extension and Novation Agreement between the Town of Rimbey and Brix Construction Inc. for two years as presented.</u></p>
Discussion	<p>Upon review by Mr. Olsen it was noted that no additional municipal improvements are required for Phase 1 of his development agreement. Therefore, administration recommends removing the items pertaining to municipal improvement completion.</p> <p>Specifically, the following has been removed:</p> <p>B. The Developer has sought an extension of the original Development Agreement and the Town has consented to extend the Development Agreement until April 17, 2018, on the following conditions:</p> <p>i. By Construction Completion Certificate Stage, the Town will require:</p> <p style="padding-left: 40px;">a. submission of constructed or as-built drawings; and that</p> <p style="padding-left: 40px;">b. the warranty period on the work completed shall be for 1 years, until Final Acceptance Certificate is approved.</p> <p>3. FAC/CCC SECURITY</p> <p>3.1 Town of Rimbey will provide Brix with Certificate of Completion of final inspected construction grade at which time the warranty period of one (1) year will begin as per Clause 2.</p> <p>3.2 Notwithstanding any provision to the contrary in the Development Agreement, the Developer shall only be obliged to post security for deficiencies relating to any relevant Municipal Improvement, the amount of which shall be in the Town's</p>

	<p>sole absolute discretion, per clause XIV.4 of the Development Agreement. The remainder of the document has been renumbered accordingly.</p>	
Relevant Policy/Legislation	Municipal Government Act	
Options/Consequences	Council may choose to: <ol style="list-style-type: none"> 1. Direct the CAO to execute the agreement. 2. Do not approve the development agreement extension. 	
Desired Outcome(s)	The Town Council direct administration to prepare a Development Agreement Extension. The extension, once approved by council will then be signed by the Interim Chief Administrative Officer on behalf of the town	
Financial Implications	Option number one does not require additional funds from the Town of Rimbey as we will be re-using an agreement which has already been drafted.	
Follow Up	Brix Construction Inc. will be required to sign the agreement. Brix Construction Inc. will be required to submit Development Permits for any future construction.	
Attachments	Development Agreement Extension Request Development Agreement Extension	
Recommendation	Town Administration recommended Council approve option number one presented above: <ol style="list-style-type: none"> 1. Direct the CAO to execute the agreement. 	
Prepared By:	 _____ Elizabeth Armitage, MEDES, RPP, MCIP Contract Planning & Development Officer	<u>March 22, 2016</u> Date
Endorsed By:	_____ Lori Hillis Acting Chief Administrative Officer	<u>March 23, 2016</u> Date

EXTENSION AND NOVATION AGREEMENT

THE TOWN OF RIMBEY

AND

BRIX CONSTRUCTION INC.

MEMORANDUM OF AGREEMENT made this ____ day of _____, A.D. 2016.

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

OF THE FIRST PART

- and -

BRIX CONSTRUCTION INC., a body corporate duly authorized
to carry on business in the Province of Alberta
(hereinafter referred to as the "Developer")

OF THE SECOND PART

WHEREAS:

- A.** The Town and the Developer entered into a Development Agreement with the Town dated April 17, 2014, in relation to SW22-42-2-W5, Plan 122 3426, Block 1, Lot 2, attached as **Schedule "A"**, which obligations include the construction and installation of Municipal Improvements on the Lands (the "Development Agreement").
- B.** The Developer has sought an extension of the original Development Agreement and the Town has consented to extend the Development Agreement until **April 17, 2018**.
- C.** The parties to this agreement recognize and acknowledge that the conditions in this agreement both add and subtract from their respective obligations under the Development Agreement, and those compromises in addition to nominal consideration from both parties, provides reasonable consideration for any additional obligations created by this Extension and Novation Agreement;
- D.** This Agreement is in addition to and is not in substitution of the Development Agreement or any Development Permit, and the obligations of the Developer under the Development Agreement remain the same, except where specifically altered by timelines and security provisions set out herein, and where so altered the provisions of this agreement take precedence.
- F.** Notwithstanding anything to the contrary contained therein, no further extensions shall be granted to the Development Agreement on its expiry at April 17, 2018. Should any further development be required in the Development Area, a new development agreement will be required, which will be at the discretion of the Town, having regard to its planning and development authority under the *Municipal Government Act* and its bylaws and policies in place from time to time.

NOW THEREFORE, in consideration of ten dollars (\$10.00) paid by each party to the other, and of the mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the sufficiency of which is hereby acknowledged by both Parties, the Town and the Developer agree as follows:

1. TERM

1.1 The Development Agreement, as modified herein, shall be extended to **April 17, 2018**, provided there is no default by the Developer under the Cost Share Agreement, or any of the conditions set out herein, which are in addition to and not in substitute of any of episodes of default under the Development Agreement. No further extensions of the Development Agreement shall be granted.

2. WARRENTY PERIOD

2.1 Notwithstanding any provision to the contrary in the Development Agreement, the warranty period for all Municipal Improvements shall be one (1) year from the date of the issuance of the Construction Completion Certificate.

3. INDEMNITY

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

4. GENERAL

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

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

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

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

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

Brix Construction Inc.
RR 4
Rimbey AB T0C 2J0
Ph. : (403) 704-3545
Attn : Jens Steffen Brix Olsen

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

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

4.9 The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice, and that each has had an opportunity to read, review and understand the nature and effect of the provisions of this Agreement prior by executing this Agreement. Each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:

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

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

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

THE TOWN OF RIMBEY

Per: _____

BRIX DEVELOPMENT INC.

Per: _____

DEVELOPMENT AGREEMENT
TOWN OF RIMBEY, ALBERTA

THE TOWN OF RIMBEY

AND

BRIX CONSTRUCTION INC.

MEMORANDUM OF AGREEMENT made this 17 day of April, A.D. 2014.

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

OF THE FIRST PART

- and -

BRIX CONSTRUCTION INC., a body corporate duly authorized to carry on business in the Province of Alberta, (hereinafter referred to as the "Developer")

OF THE SECOND PART

WHEREAS:

- A. The Developer is, or is entitled to become, the registered owner of the Developer's Lands legally described in Schedule "A" attached to this Agreement;
- B. This Agreement is required because the Subdivision Authority for the Town has approved an application by the Developer for a Plan of Subdivision of the Development Lands, with the intention that such Plan be registered in the Land Titles Office, subject to the Developer entering into this Agreement., on the map attached hereto as Schedule "B" to this Agreement;
- C. The Municipality and the Developer are agreeable to the Developer completing or contributing to the Municipal Improvements required throughout and adjacent to the Development Area, in accordance with the provisions of this Agreement, with the Developer, solely, bearing the costs of the Municipal Improvements;
- D. The Municipality and the Developer have agreed to enter into this Agreement to ensure adequate and timely provisions of required services to the Development Area;
- E. The Municipality and the Developer have agreed that the said construction and installation of the Municipal Services and all matters and things incidental thereto, shall be subject to the terms, conditions and covenants hereinafter set forth:

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

1 INTERPRETATION

- 1.1 For the purposes of this Agreement, words defined with the Recitals to this Agreement shall have the meaning ascribed below:
 - a) "Construction Completion Certificate" shall mean the Certificate issued by the Municipality, certifying the completion of all or a portion of the Municipal improvements;
 - b) "Design Standards" shall mean the designs, procedures, standards and specifications established by the Municipality respecting the design, construction and installation of the Municipal Improvements, as amended and revised from time to time;
 - c) "Final Acceptance Certificate" shall mean a written acceptance issued by the Municipality for the Municipal Improvements, or a portion thereof, upon the completion of any repairs for defects or deficiencies and the expiration of the Guarantee Period;

- d) "Guarantee Period" except where otherwise stated within this agreement, shall mean the guarantee period shall be for Two (2) years commencing on the date of the Final Certificate of Completion, for all Municipal Improvements;
- e) "Municipal Improvements" shall mean and include, within and outside the Development Area, those services and facilities identified in Schedule C to this Agreement;
- f) "Plans" shall mean plans and specifications prepared by the Developer's Consultant covering the design, construction, location and installation of all Municipal Improvements; and
- g) "Public Property" or Public Properties" shall include all properties within and adjacent to the Development Area owned or administered by the Municipality, including roadways, utility rights-of-way or easements.


Initials



2. Plans

- 2.1 Prior to commencing construction and installation of the Municipal Improvements within or adjacent to the Development Area, the Developer shall submit Plans for the Municipal Improvements for approval by the Municipality. The Plans shall give all necessary details of the Municipal Improvements to be constructed by the Developer, and shall conform to the Design Standards. The Plans shall include a construction timetable for the construction and installation of all the Municipal Improvements and the Developer shall comply with all time limits and dates specified in the construction timetable. Where the design of all or any portion of the required Municipal Improvements are entirely contained within the Design standards, the Developer shall submit the Municipality's standard design obtained from the Design Standards.
- 2.2 If the Municipality does not approve whatever Plans are submitted by the Developer, the Developer shall be entitled to refer any dispute with regard to the Plans to the Municipality's Council. The decision of the Municipality's Council shall be final and binding.
- 2.3 The Developer acknowledges and agrees that the Municipality's approval of the Plans is in no way intended to be a warranty, representation or guarantee by the Municipality or its Engineer respecting the content of the Plans, including, without restricting the generality of the foregoing, whether the Plans are suitable for the intended purpose or whether the Plans comply with any required federal, provincial or municipal legislation or regulation, Design Standards or engineering practices.

3. CONSTRUCTION AND INSTALLATION MUNICIPAL IMPROVEMENTS

- 3.1 All of the Municipal Improvements shall be constructed and installed in a good and workmanlike manner, in strict conformance with Plans, with proper and accepted engineering and construction practices, in accordance with the terms of this Agreement, in accordance with the Design Standards, and in accordance with the requirements of law applicable to the work.
- 3.2 Notwithstanding the foregoing, it is understood and agreed that the Developer may contract with third party service providers for the purposes of supplying, installing, owning and operating improvements, services or systems forming part of the Municipal Improvements including, without restriction, natural gas, electricity, and telephone services. In such instances, the Plans applicable to such portions of the Municipal Improvements shall include copies of the Developers contract for supply, installation ownership and operation of such third party improvements, services or systems.
- 3.3 The Developer shall commence construction and installation of the Municipal Improvements within twelve (12) months of endorsement of this Development Agreement and shall complete the construction and installation within twenty-four (24) months of the endorsement of this Agreement.
- 3.4 In the event that the Developer has not completed the construction of the Municipal Improvements within the time limits required above, then without limiting other remedies of the Municipality, the Municipality shall be entitled to terminate this Agreement and the Developer shall not be entitled to commence construction of the Municipal Improvements for the Development Area unless the Developer applies in writing for an extension to complete the construction and receives a further written agreement of extension from the Municipality.
- 3.5 At all times during the construction and installation of the Municipal Improvements and during all work by the Developer or its agents related thereto:
 - (a) The Municipality shall have free and immediate access to all records of or available to the Developer and the Developer's engineer or consultant relating to the performance of the work, including, but without limiting the generality of the foregoing, all design, inspection, material testing and "as constructed" records.
 - (b) The Municipality may:
 - (i) exercise such inspection of the performance of the work as the Municipality may deem necessary and advisable to ensure to the Municipality the full and proper compliance by the Developer with the Developer's undertakings to the Municipality and to ensure the proper performance of the work;
 - (ii) reject any design, material or work which is not in accordance with the Design Standards or accepted engineering and construction practices;


Initials



- (iii) order that any unsatisfactory work be re-executed at the Developer's cost;
- (iv) order the re-execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost;
- (v) order the Developer within a reasonable time to bring on the job and use additional labour, machinery and equipment, at the Developer's cost, as the Municipality deems reasonably necessary to the proper performance of the work;
- (vi) order that the performance of the work or part thereof be stopped until the said orders can be obeyed; and
- (vii) order the testing of any materials to be incorporated in the work and the testing of any Municipal Improvements;

and the Developer at its own cost and expense shall comply with the said orders and requirements of the Municipality.

- 3.6 The Municipality shall have no obligation or duty to exercise the Municipality's powers of inspection nor any obligation or duty to discover or advise the Developer of any deficiencies in construction or workmanship during the course of the construction and installation of the Municipal Improvements.
- 3.7 The Developer shall, during the course of construction and installation of the Municipal Improvements, provide and maintain adequate inspection services, supervised by a professional engineer.
- 3.8 The Developer shall take effective measures to reasonable control dust and dirt in and around the Development Area caused by the construction or installation of the Municipal Improvements.
- 3.9 Upon the completion of the work by the Developer, and prior to the issuance of Construction Completion Certificates for the Municipal Improvements, the Developer's engineer or consultant shall submit to the Municipality a statement under his professional seal certifying that the Developer's engineer or consultant has provided adequate periodic inspection services during the course of the work and that the Developer's engineer or consultant is satisfied that the work has been completed in a good and workmanlike manner in accordance with the Plans, in accordance with accepted engineering and construction practices, and in accordance with the Design Standards.
- 3.10 The Developer covenants and agrees as follows:
 - (a) to undertake and complete to the satisfaction of the Municipality such work as may be necessary to ensure that the Development Area has positive drainage away from any building to the gutter, ditch or drainage channels and that there will be no unacceptable ponding of water within any of the lots within the Development Area;
 - (b) the Developer shall be responsible for the cleanup and removal of all construction debris, foreign materials, dirt and other nuisances adjacent to and within the Development Area, including any Public Property, resulting from the construction and installation of the Municipal Improvements and the development upon the Lands pursuant to this Development Agreement and the development permit. The Developer shall monitor the condition of the Development Area and adjacent lands and Public Property and take immediate action as necessary to comply with this provision. In the event that the Municipality considers that any cleanup or removal of construction debris, foreign materials, dirt and other nuisances under this Section is required, the Developer shall, within forty-eight (48) hours of receiving notice from the Municipality, take all necessary action as determined by the Municipality to rectify the situation, failing which the Municipality may, but is not obligated to, perform the Developer's obligations under this section without further notice and at the Developer's sole cost and expense;
 - (c) the Developer shall at its own expense be solely responsible for all costs and expenses relating to the installation, to the Municipality's satisfaction, of electric power, natural gas and telephone service to the Development Area; and


Initials

- (c) that not less than fourteen (14) days prior to the date that the Developer intends to enter upon any Public Property (except in the case of emergency repair work) the Developer shall provide detailed written proposals for the work to be done within any such property, for approval by the Municipality and to the satisfaction of the Municipality, and no such work shall be commenced prior to the Developer obtaining the written consent of the Municipality to enter upon such Public Properties and complete the work, and the Developer shall indemnify and save harmless the Municipality from and against all losses, costs, claims, suites or demands of any nature (including all legal costs and disbursements on a solicitor and client basis) which may arise by reason of the performance of work by the Developer.

4. ACCEPTANCE OF MUNICIPAL IMPROVEMENTS

- 4.1 The Municipality and the Developer agree that no Municipal Improvements shall be considered complete unless and until:
 - (a) The Municipal Improvement has been fully constructed and installed in accordance with the approved Plans;
 - (b) The Municipal Improvement has been constructed and installed in accordance with the Design Standards and accepted engineering and construction practices;
 - (c) All testing has been completed and the results approved by the Municipality;
 - (d) All easements, utility right-of-ways and restrictive covenants have been prepared and submitted by the Developer and registered in a form acceptable to the Municipality;
 - (e) all public properties which have been disturbed or damaged have been fully restored by the Developer;
 - (f) The Municipal Improvement is suitable for the purpose intended; and
 - (g) The Developer has provided the Municipality with any applicable operation plans, operation manuals or maintenance manuals, for the Municipal Improvements having special operation or maintenance requirements.
- 4.2 When the Developer claims that the Municipal Improvements for the Development Area have been constructed and installed in accordance with the requirements of this Agreement, then the Developer shall give notice in writing of such claim completion to the Municipality.
- 4.3 Within sixty (60) days of receipt of such claim of completion, the Municipality will notify the Developer in writing of its acceptance (by the issuance of a Construction Completion Certificate) or rejection of the Municipal Improvements so completed.
- 4.4 Notwithstanding the preceding paragraph, the Municipality may give notice to the Developer of the Municipality's inability to conduct an inspection within the said sixty (60) days due to adverse site or weather conditions, and in such an event the time limit for such an inspection shall be extended until sixty (60) days following the elimination of such adverse site or weather conditions.
- 4.5 In the event that an inspection reveals any deficiencies (ordinary wear and tear excepted) in relation to a particular Improvement the Municipality may refuse to issue a Construction Completion Certificate for the Municipal Improvement and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements; PROVIDED, that upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request a further inspection and issuance of a Construction Completion Certificate.
- 4.6 Not more than ninety (90) days nor less than sixty (60) days prior to the expiration of any Guarantee Period for the Municipal Improvements or any portion the Developer shall give notice to the Municipality of expiration of the Guarantee Period for the Municipal Improvements and the Developer shall request a Final Acceptance Certificate in respect to the Municipal Improvements. The Developer's notice shall be accompanied by a list of any deficiencies.


Initials



- 4.7 Within sixty (60) days of the receipt by the Municipality of a request for a Final Acceptance Certificate, the Municipality shall undertake an inspection of the Municipal Improvements and the Municipality shall within the said sixty (60) days advise the Developer in writing of any deficiencies (ordinary wear and tear excepted) in relation to the Municipal Improvements (i.e. any deficiencies referred to by the Developer and any additional deficiencies); PROVIDED, that the above provisions respecting extension to inspection deadlines shall also apply to any request for the issuance of a Final Acceptance Certificate.
- 4.8 In the event that there are any deficiencies (ordinary wear and tear excepted) in relation to a particular Improvement the Municipality may refuse to issue the Final Acceptance Certificate of the Municipal Improvements and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements PROVIDED, that upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request a further inspection and issuance of a Final Acceptance Certificate.
- 4.9 It is understood between the Municipality and the Developer that the Municipality shall be at liberty to issue a conditional Final Acceptance Certificate for the Municipal Improvements and such acceptance shall be conditional upon the completion of minor deficiencies by the Developer within thirty (30) days.
- 4.10 Upon the issuance of a Construction Completion Certificate by the Municipality for the Municipal Improvements, the Developer hereby acknowledges that all right, title and interest in the Municipal Improvements (excluding facilities owned by private utility companies) located on or under public properties (including utility right-of-way and easement areas) vests in the Municipality without any cost or expense to the Municipality therefore, and the Municipal Improvements shall become the property of the Municipality.

5.0 MAINTENANCE OF MUNICIPAL IMPROVEMENTS BY DEVELOPER

- 5.1 The Guarantee Period in respect to any of the Municipal Improvements shall commence with the Municipality's written Construction Completion Certificate for any such Municipal Improvements in good condition and repair (ordinary wear and tear excepted).
- 5.2 The Developer shall repair or replace the whole or any portion of a Municipal Improvement at its cost and expense during the Guarantee Period where such repair or replacement is required due to anything other than normal wear and tear, in the reasonable opinion of the Municipality. In the event that the Developer fails to take steps to repair or replace the whole or portion of the Municipal Improvement the Municipality may effect the repair or replacement, at the Developer's cost and expense.

6.0 UTILITY EASEMENTS AND OTHER INSTRUMENTS

- 6.1 Prior to commencing construction and installation of the Municipal Improvements within or adjacent to the Development Area, the Developer shall grant to the Municipality or other service provider such easements, rights-of-way, restrictive covenants or other instruments, as may be applicable, adequate for the construction and installation of Municipal Improvements and services, natural gas, power, and telephone service. The Developer shall provide proof of the registration satisfactory to the Municipality prior to any development upon the Development Area.
- 6.2 The Developer agrees that the easements and utility rights-of-way shall be in a form acceptable to the Municipality and shall be a first charge (excepting other easements and utility rights-of-way) and that the Developer shall obtain and register postponements of all liens, charges and encumbrances in favour of the easements.
- 6.3 Such easements or utility rights-of-way shall provide that the Municipality shall have the right either;
- (a) to assign all or any parts of the rights thereby granted to operators of the respective utilities; or
 - (b) to grant permits or licenses to install, repair and replace gas, power and telephone lines, and all drainage systems.

7.0 DEFAULT BY THE DEVELOPER


Initials



- 7.1 In the event that the Municipality claims that the Developer is in default in the observance and performance of any of the terms, covenants or conditions of this Agreement, the Municipality may give the Developer thirty (30) days notice in writing of such claimed default and require the Developer to rectify same within of thirty (30) days. Without limiting in any way the rights and remedies available to the Municipality pursuant to this agreement, statute, or otherwise, upon a failure by the Developer to rectify a default, the Municipality shall have the option, but not any obligation, to perform the Developer's obligations in default without further notice and at the Developer's sole cost and expense. The Developer shall reimburse the Municipality for all such costs incurred by the Municipality immediately upon demand.
- 7.2 Notwithstanding the foregoing, in the event that the Municipality, in its discretions, considers a situation to be an emergency it may undertake or cause to be done any immediate work in connection with the construction, installation or repair of the Municipal Improvements. The Developer shall reimburse the Municipality for all such costs incurred by the Municipality immediately upon demand.

8.0 INDEMNITY AND SECURITY

- 8.1 The Developer shall indemnify and save harmless the Municipality from any and all losses, costs (including, without restriction, all legal costs on a solicitor and his own client full indemnity basis), damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement.
- 8.2 The Developer covenants and agrees that it shall carry comprehensive liability insurance in the amount of \$2,000,000.00, which insurance shall name the Municipality as an additional insured (as its interest may appear, including with respect to any and all operations by the Developer or its contractors upon or affecting property owned by, or under the care, control and management of, the Municipality) and require that the Municipality shall receive thirty (30) days notice of change or cancellation.

9.0 DELIVERY OF DOCUMENTS TO MUNICIPALITY

- 9.1 The Developer shall, within six (6) months following issuance of the Construction Completion Certificate, deliver to the Municipality all inspection and testing records and "as built" Plans and records, in a form and to standards specified by the Municipality which may include paper form, reproducible nylon, video tapes, computer records or design, or any other form required by the Municipality.

10.0 COMPLIANCE WITH LAW

- 10.1 The Developer shall, at all times during the construction, installation, maintenance, repair and/or replacement of the Municipal Improvements, comply fully with all terms, conditions, provisions, covenants and details relating to this Agreement, including as may be set out in the Plans as approved by the Municipality, as may otherwise be required pursuant to this Agreement, or as may be agreed upon in writing between the Municipality and the Developer.
- 10.2 The Developer shall at all Times comply with all legislation, regulations and municipal bylaws and resolutions relating to the development of the Development Area by the Developer. This Agreement does not constitute approval of any subdivision and is not a development permit, building permit, or other permit granted by the Municipality, and it is understood and agreed that the Developer shall obtain all approvals and permits which may be required by the Municipality or any government authority.
- 10.3 If any provision hereof is contrary to law, the same shall be severed and the remainder of this Agreement shall be of full force and effect.

11.0 GENERAL

- 11.1 The Agreement shall be governed by the laws of the Province of Alberta.
- 11.2 The parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.
- 11.3 A waiver by either party hereto of the strict performance by the other of any covenant or provision of this agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.


Initials

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

Town of Rimbey
4938 50 Ave
Rimbey, AB
T0C 2J0

Brix Construction Inc.
RR 4
Rimbey, AB
T0C 2J0

Phone: 403-843-2113
Fax: 403-843-6599
Attention: Chief Administrative Officer

Phone: 403-704-3545
Fax:
Attention: Jens Steffen Brix Olsen

- 11.5 The Developer covenants and agrees that in addition to the provisions contained in the text of this Agreement, the Developer shall be bound by the additional provisions found in the Schedules of this Agreement as if the provisions of the Schedules were contained in the text of this Agreement.
- 11.6 The Developer acknowledges and agrees that the Municipality shall be at liberty, to file at the Land Titles Office a caveat against the Development Area and against the undeveloped portion of the Lands for purposes of protecting the Municipality's interests and rights pursuant to this Agreement. The Municipality shall discharge the caveat upon the performance of all of the Developer's obligations under this Agreement, as contemplated within Section 650 of the Municipal Government Act.
- 11.7 Notwithstanding anything contained within this Agreement, the Developer acknowledges, understands and agrees that the Developer shall be fully responsible to the Municipality for the performance by the Developer of all the Developer's obligations as set forth in this Agreement; AND FURTHER the Developer acknowledges, understands and agrees that the Municipality shall not be obliged in any circumstances whatsoever to commence or prosecute any claim, demand action, or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developers obligations.
- 11.8 This Agreement shall not be assignable by the Developer without the express written approval of the Municipality. Such approval shall be subject to Section 11.9 and may be withheld by the Municipality in its discretion. Notwithstanding the forgoing, the Developer shall be entitled to assign this Agreement to an affiliate (as defined within the Business Corporations Act) without the consent of the Municipality, provided always that the Developer shall not be released from any of its obligations under this Agreement. This Agreement shall enure to the benefit of, and shall remain binding upon (jointly and severally, where multiple parties comprising the Developer) the Developer together with all successors and assigns (if and when assignment permitted herein).
- 11.9 It is understood between the Municipality and the Developer that no assignment of his Agreement by the Developer shall be permitted by the Municipality unless and until:
- (a) the proposed assignee enters into a further agreement with the Municipality whereby such assignee undertakes to assume and perform all of the obligations and responsibilities of the Developer as set forth in this Agreement; and
 - (b) the proposed assignee has deposited with the Municipality all insurance as required by the terms of this Agreement.
- 11.10 Time shall in all respects be of the essence in this Agreement.
- 11.11 The Developer shall be responsible for and within thirty (30) days of the presentation of an account, pay to the Municipality all legal and engineering costs, fees, expenses and disbursements incurred by the Municipality through its solicitors and engineers for all services rendered in connection with the preparation, fulfillment, execution and enforcement of this Agreement.


Initials



11.12 The Developer acknowledges that the Municipality will incur costs and expenses in the checking of the Plans for the Municipal Improvements, as well as costs and expenses for the testing and inspection of the Municipal Improvements, which costs and expenses are properly part of the costs of constructing and installing the Municipal Improvements and should properly be borne by the Developer. The Municipality and the Developer agree that unless otherwise required by any applicable fees bylaw or any other bylaw of general application, or unless otherwise stipulated within this agreement, upon the execution of this Agreement the Developer shall pay to the Municipality approval and inspection fees as per the fees established from time to time by the Municipality. Such fees may be applied on a flat rate basis or for each hectare within the gross area of the Development Area, or applied on the rate and /or basis required by any applicable fee bylaw or other applicable bylaw of general application, as may be established from time to time by the Municipality.

12.0 EXECUTION OF AGREEMENT

12.1 The Developer hereby acknowledges that it is hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that the Developer is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and that the Developer is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

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

(corporate seal)

THE TOWN OF RIMBEY

Per: *M. Burke*

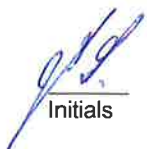
Per: *Melissa Beebe, Acting CAO*

(corporate seal)

BRIX CONSTRUCTION INC

Per: *Jens Steffen Brix Olsen*

Per: *JENS STIEFFEN BRIX OLSEN*


Initials

SCHEDULE "A" – LEGAL DESCRIPTION OF LANDS

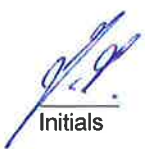
The Lands

Rural Address: SE 22-42-02-W5

Plan: Phase I

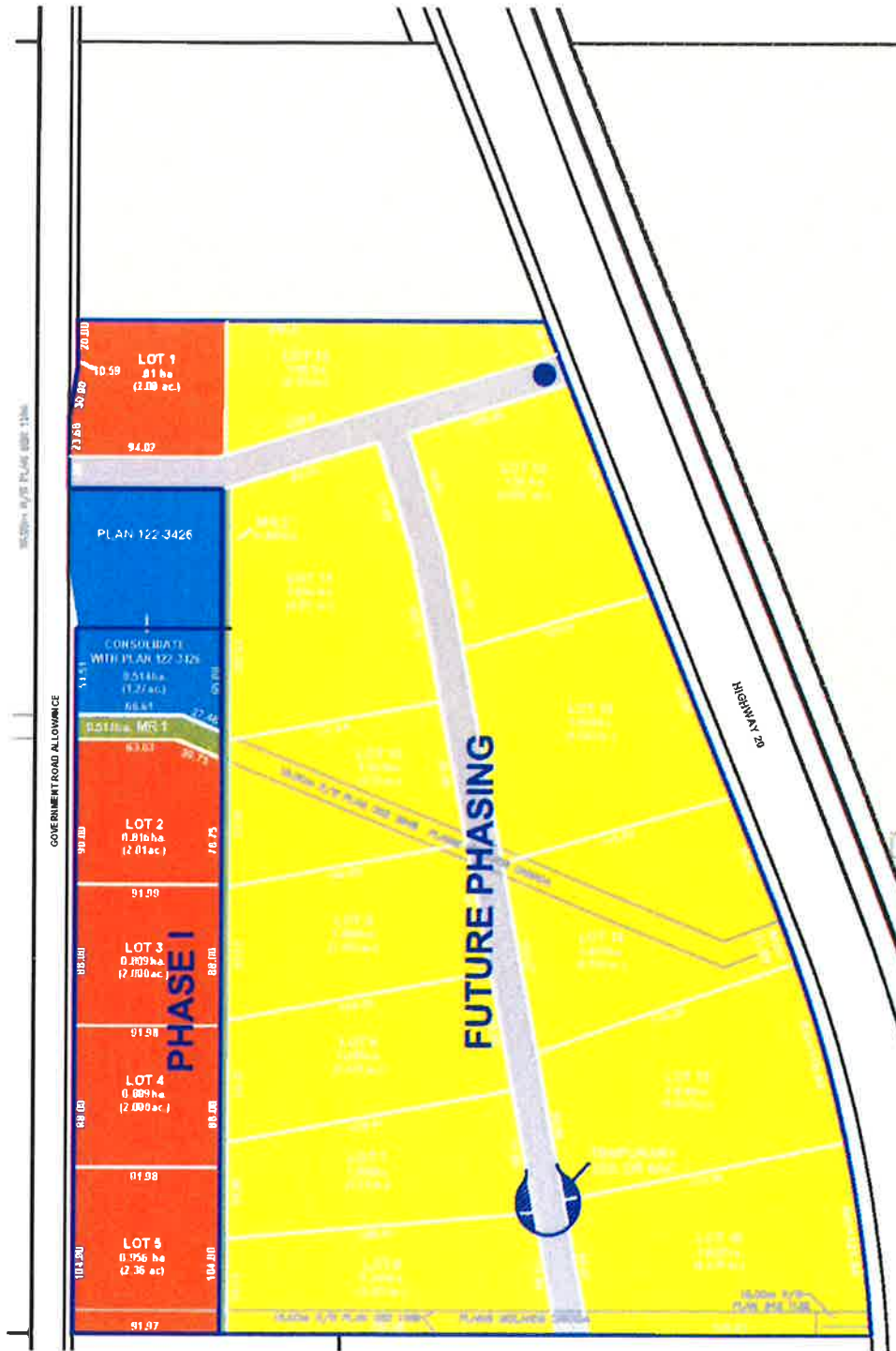
Block:

LOT(S): EXCEPTING THEROUT ALL MINES AND MINERALS


Initials



SCHEDULE "B" – THE DEVELOPMENT AREA



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Initials

SCHEDULE "C" IMPROVEMENTS

Municipal Improvements

Municipal Improvements shall mean and include the following to be constructed in an adjacent to the Development Area:

Water and Sewer

The Developer acknowledges that there are no municipal services available for the subject property and lots would be required to construct their own single water supply well as well as construct their own sewer system based on building and health code requirements. The town may choose at some time to install municipal piped water and sewer and at that time, the owners of the lots must abandon their private water and sewer systems and connect to the Municipal System at their own expense.

Road Access

The Developer shall be responsible for the construction of all necessary approaches, and culverts to service the Phase I lots.

Pipe-Line- Right of Way (Schedule G)

The Developer shall be responsible to advise lot owners of any existing pipelines and that under the Pipeline Act, a crossing request must be submitted and any other provincial set back requirements must be adhered to.

Third Party Services – The Municipal Improvements shall include the following services, which the Developer shall either construct and install itself, or contract for service through a third party utility service provider satisfactory to the Municipality;

Electricity – (Schedule H)

Natural Gas – (Schedule H)

In accordance with all applicable laws, regulations, codes or bylaws, to be provided in a location and to a standard to be approved by the appropriate service provider and the Municipality as contemplated within the approved Plans, and otherwise as and where required to safeguard and ensure the continuous and safe supply of such services for the Development Area.

General Services & Municipal Improvements – The Municipal Improvements shall include:

The restoration of all public properties to the Municipality's satisfaction which are disturbed or damaged in the course of the Developer's work;

The establishment, or re-establishment, of any survey monuments or iron posts (including pins on individual lots) as and where and when required by the Municipality throughout and adjacent to the Development Area.


Initials

Schedule "F" Conditions of Subdivision

WEST CENTRAL PLANNING AGENCY

#101, 5111 – 50 AVENUE WETASKIWIN, ALBERTA T9A 0S5

TELEPHONE (780) 352-2215 – FAX (780) 352-2211

ADMIN@WESTCENTRALPLANNING.CA

February 12, 2014

WCPA File Number: TR/13/02

Approved By

Name: Melissa Beebe (ACAO) & Development Officer

Signature: 

Date: Feb 13/14

Brix Construction Inc
RR#4
Rimbey, AB
TOC 2JO

Proposed Subdivision of SW 22-42-2-W5M, Lot 2 Block 1 Plan 122.3426

The Town of Rimbey has determined that your application for a subdivision is consistent with Section 654 of the Municipal Government Act, and the application has therefore been approved.

In order to complete the subdivision and obtain separate titles, you must do the following:

1. Engage an Alberta Land Surveyor to prepare a plan of subdivision to be registered at Land Titles Office based on the approved West Central Planning Agency drawing dated December 05, 2013 and revised January 27th, 2014. On completion of the survey plan, your surveyor must submit the plan to West Central Planning Agency for endorsement.
2. The applicant is to enter into a development agreement with the town to construct new approaches to serve the proposed lots. This is to be in a location agreed with by the Town of Rimbey and built to their standards.
3. The applicant is to dedicate on the plan of subdivision an internal road right-of-way connecting Highway 20 to 40th street. The internal road right-of-way shall be to the satisfactions of Alberta Transportation.
4. Make any necessary changes to the gas utility, AltaGas Utilities, to provide service to the


Initials

lots and provide any easements required.

5. Make arrangements with the power utility, Fortis, to provide service to the lots, and provide any easements required.
(You should contact the utilities before finalizing the survey, because they may require easements to be registered simultaneously with the plan of subdivision.)
6. Enter into a separate agreement with the Town under section 655 of the MGA to register a deferred servicing agreement for a future sewer system. This agreement will be registered by caveat on title of the lots created.
7. The developer is to enter into a development agreement with the Town and register a caveat on title for the new lots to be created to pay for any offsite sewer and water treatment that maybe required in the future.
8. Any outstanding taxes on the property are to be paid.
9. Dedicate reserves as shown on the drawing. Any remaining reserves are to be deferred by caveat against the balance of the parcel.
10. An endorsement fee of \$1,200 is payable to West Central Planning Agency.

When all these conditions have been met, WCPA will endorse the survey plan on behalf of the Town to allow your surveyor to register the plan at Land Titles to create title to the units.

The approval is valid for one year from the date of this letter. You must meet all the conditions listed above, and have your surveyor submit the plan to us within the year. If you do not submit the plan within the year, you may request a one year extension, and this will normally be granted provided that the circumstances have not changed. After two years, the approval cannot be extended further. Application of Subdivision Approval Extension fee(s) is non-refundable after the decision from the Subdivision Authority Approval.

Should you wish to appeal any of these conditions, you must file notice of appeal with the Secretary of the Municipal Government Board within 14 days of this letter (not business days). The Board's address:

Municipal Government Board
Alberta Municipal Affairs
15th Floor, Commerce Place
10155 102 Street
Edmonton, AB T5J 4L4

Phone: 780-427-4864
Fax: 780-427-0986
E-mail: mgbmail@gov.ab.ca


Initials

Schedule "G" Pipeline Right of Way



March 27th, 2014

Brix Construction Inc.
R.R. # 4
Rimbey, AB T0C 2J0

Attention: Mr. Steffen Olsen

**RE: Plains Midstream Canada ULC ("PMC")
Pipeline License # 36897-1
Portion of SW 22-42-2 W5M ("The Lands")**

Mr. Olsen,

With regards to your recent inquiry regarding the existing PMC pipeline on the Lands, this letter is to confirm that this pipeline is an operating salt water line which lies within PMC's 15 meter right-of-way.

As per the *Alberta Energy Regulator's Directive 56 Table 6.1*, this pipeline is licensed as a Category B120 line and therefore there are no setbacks associated with it other than the right-of-way itself.

Should you have any questions or require further information regarding this matter, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read "Mike Manz", with a long horizontal flourish extending to the right.

Mike Manz R/W-NAC
SW District Landman
Plains Midstream Canada
P: 587.233.4369
C: 403.809.5065

Handwritten initials in blue ink, possibly "S.O.", written over a horizontal line.

Initials



March 27th, 2014

Brix Construction Inc.
R.R. # 4
Rimbey, AB T0C 2J0

Attention: Mr. Steffen Olsen

**RE: Plains Midstream Canada ULC ("PMC")
Pipeline License # 36897-1
Portion of SW 22-42-2 W5M ("The Lands")**

Mr. Olsen,

With regards to PMC's existing pipeline license # 36897-1, please be advised that should any development be proposed across PMC's existing 15m right-of-way, in accordance with *The Pipeline Act*, a crossing request shall be submitted to Landrequests@plainsmidstream.com and no work shall commence until such time as an agreement has been issued for any proposed work.

Should you have any questions or require further information regarding this matter, please do not hesitate to contact me.

Thank you,

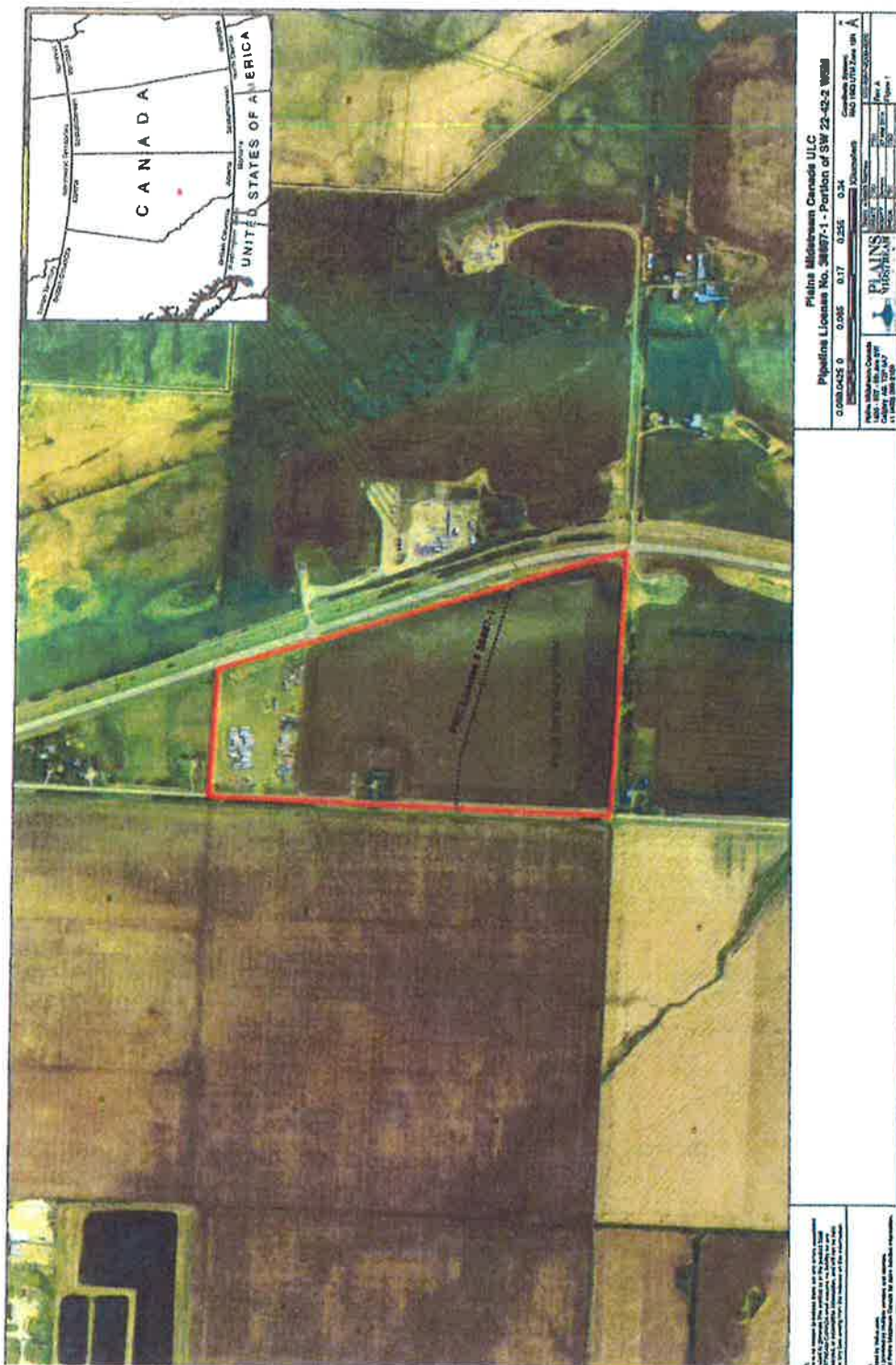
A handwritten signature in blue ink, appearing to read "Mike Manz", with a horizontal line extending to the right.

Mike Manz R/W-NAC
SW District Landman
Plains Midstream Canada
P: 587.233.4369
C: 403.809.5065

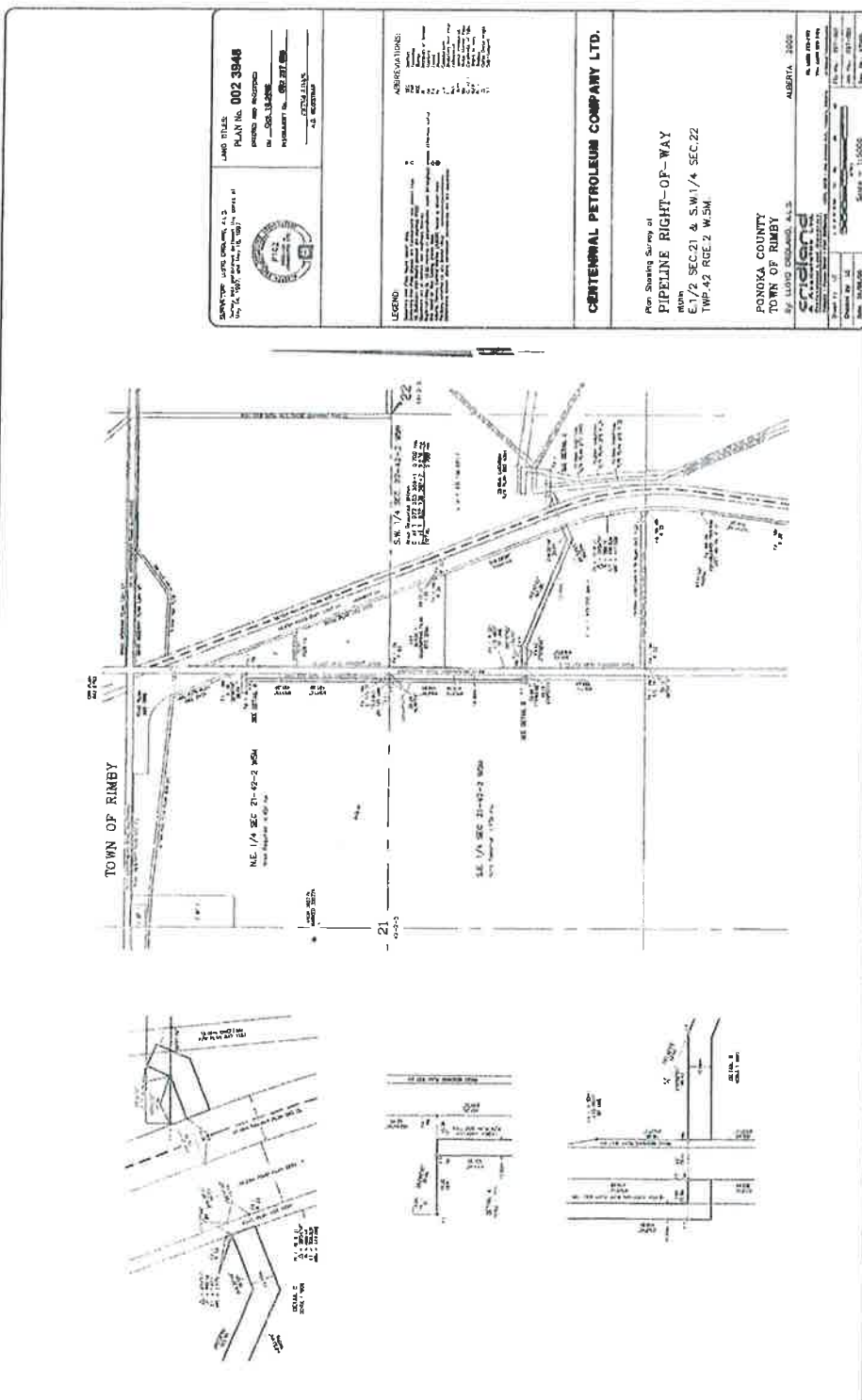
Handwritten initials in blue ink, possibly "S.O.", written above the word "Initials".

Initials

Handwritten initials in blue ink, possibly "M.R.", written in the bottom right corner.



[Handwritten Signature]
 Initials



[Handwritten Signature]
 Initials

Schedule "H" Third Party Utilities



Gavin Hendrickson
Project Assistant
Distribution Projects

FortisAlberta Inc.
PO Box 2570 Sta M
320 17 Avenue SW
Calgary, AB T2P 5H4
Phone (403) 514-4014
Fax# (403) 514-5014
www.fortisalberta.com
Email: approvals@fortisalberta.com
Canada & USA (877) 714-4014
Canada & USA Fax (877) 614-5014

January 24, 2014

Rimbey, Town of
Ryan Maier
P.O. Box 350
Rimbey, AB T0C 2J0

Dear Ryan Maier:

Notification of New/Salvage Electrical Distribution Facilities

Re: 65261190

Subject: FortisAlberta To Rebuild Existing Line To Add Neutral And Raise Clearances For Future Commercial Subdivision. SE21 42-02-W5

This letter is a notification that FortisAlberta is constructing new and salvaging existing power line as indicated on the attached print(s).

Installation of service will be made in accordance with guidelines outlined in Section 14 "Construction and Maintenance of Electric Distribution System" in the Franchise Agreement, as may be amended or replaced from time to time.

If you would like FortisAlberta to contact your representative prior to construction starting, please provide the information below:

Contact: Melissa Beebe
Location: Town of Rimbey
Phone: 403-843-2113 Cell Phone: _____

If you have any questions or concerns regarding the work outlined in this notification please contact the undersigned.

Sincerely,

Gavin Hendrickson

Initials

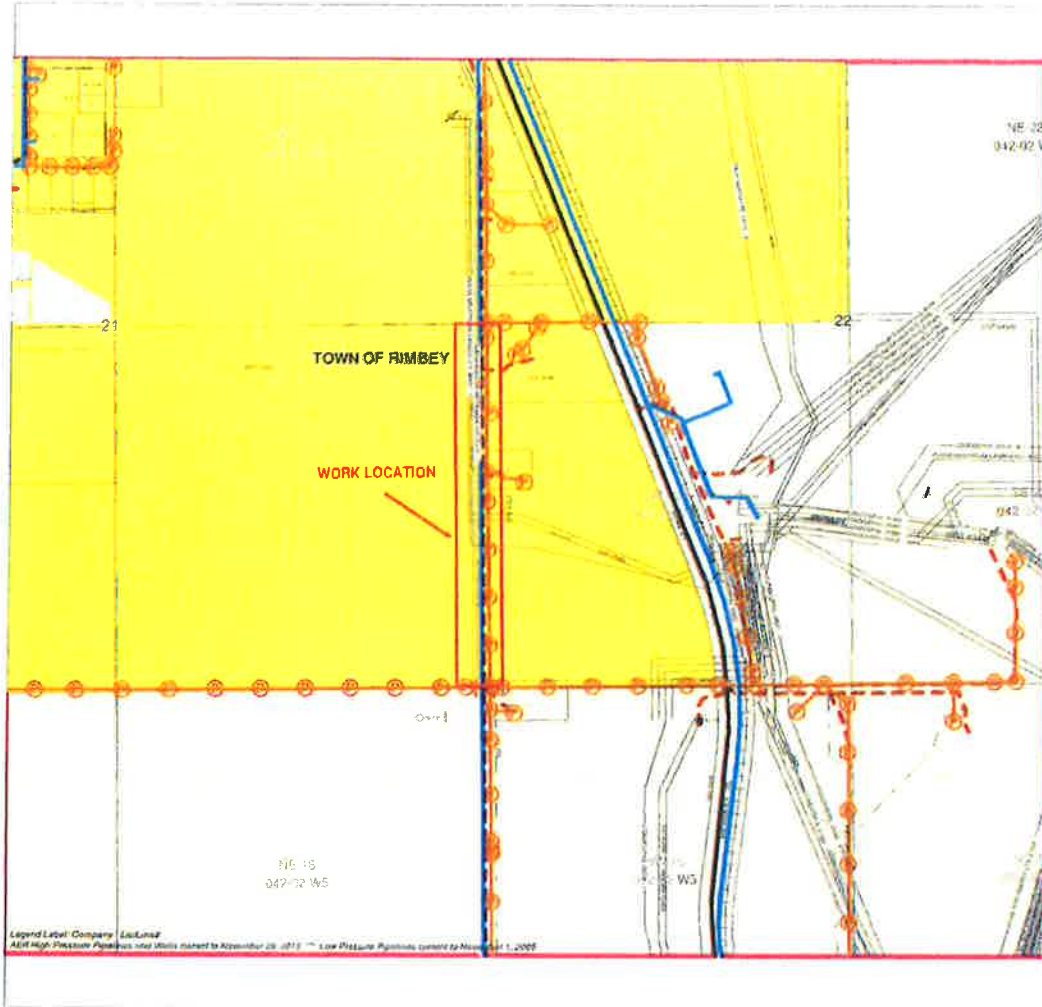
500021712 - AbaData Aerial Photo



- Wellheads**
- Abandoned Wellhead
 - Suspended Gas Wellhead
 - Suspended Oil Wellhead
 - Pending Gas Wellhead
 - Complete Wellhead
 - Pending Oil Wellhead
 - Miscellaneous Wellhead
 - Water Wellhead
 - Well (Searchable)
 - Existing Unservice Well
 - Ready Spudded Well
- Other Pipeline Facilities**
- Gas Pipeline
 - Oil Pipeline
 - Water Pipeline
 - LVP/HVP Pipeline
 - Pipeline (Only when a program is specified)
 - Gas Pipeline (Priority)
 - Gas Group Pipeline

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Initials

Location Map Brix Construction 65261190 SE-21/SW-22-42-2-W5

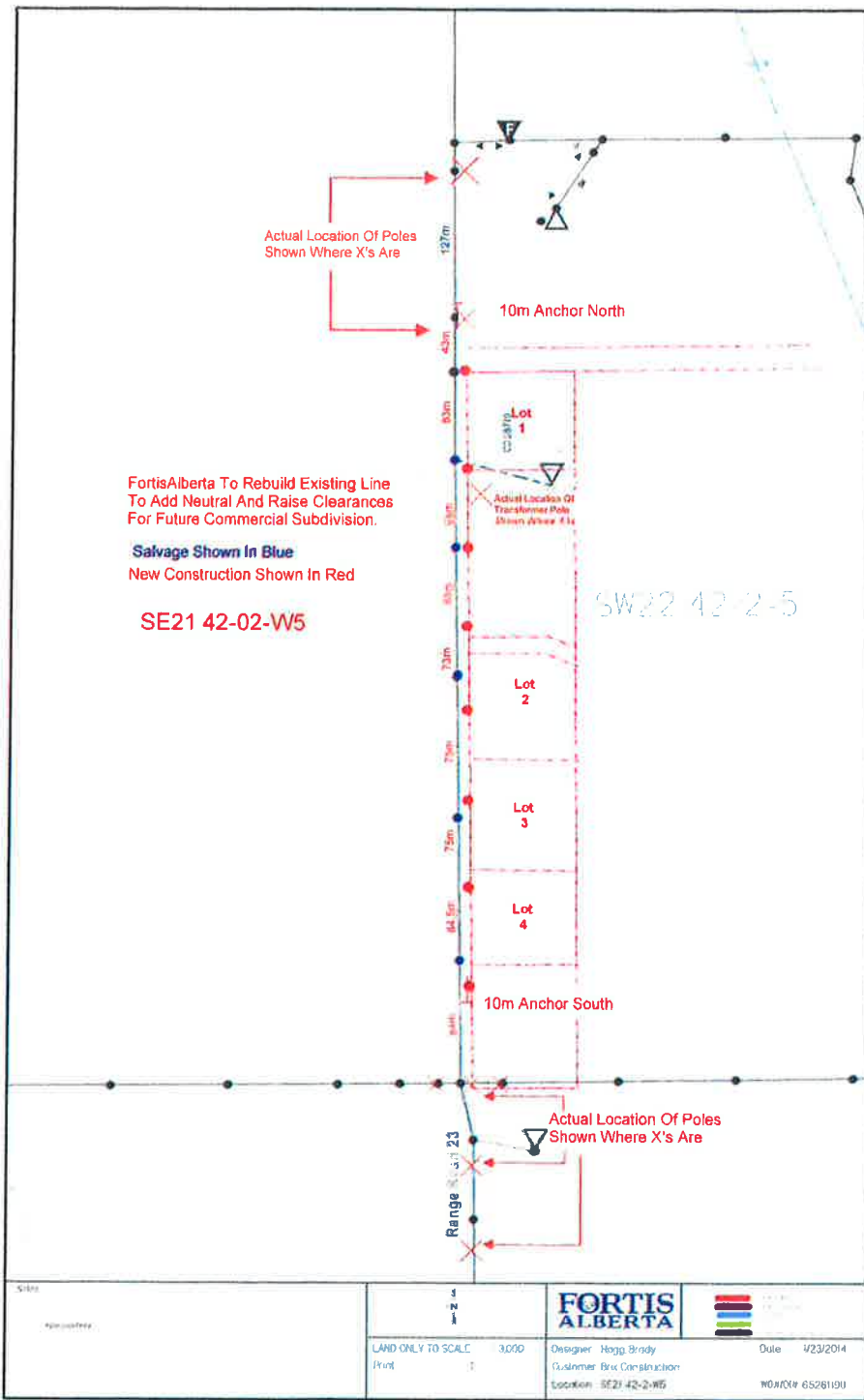


Legend Label Company Last Used
 AEP High Pressure Pipelines used Utility dataset to April 2009 2009 Low Pressure Pipelines current to November 1, 2009



- Wellheads**
- Abandoned Wellhead
 - Suspended Gas Wellhead
 - Suspended Oil Wellhead
 - Flowing Gas Wellhead
 - Location Wellhead
 - Flowing Oil Wellhead
 - × Miscellaneous Wellhead
 - ∇ Water Wellhead
 - ∗ Well Downhole Location
 - Steady Licensed Well
 - Newly Spudded Well
- High Pressure Pipelines**
- Gas Pipeline
 - Oil Pipeline
 - Water Pipeline
 - LVP/IVP Pipeline
 - Foreign Pipeline (Only when a company is specified)
- Low Pressure Pipelines**
- Gas Co-op Pipeline

g/c
 Initials



[Handwritten signature]
Initials

Melissa

From: Kyle.Zerbin@atcogas.com
Sent: Monday, April 07, 2014 3:37 PM
To: Melissa
Subject: Brixx Construction Commercial Development

Hi Melissa,

As per our telephone conversation, the existing gas system serving the proposed Brixx Construction commercial development has sufficient capacity to supply the future projected loads. Should the actual loads exceed the projected loads (calculated as an average GJ/ha based on commercial development in the Red Deer area), upgrades to the gas system may be required. As per the Rimbey-ATCO Gas municipal franchise agreement, any necessary upgrades would be the cost of ATCO Gas. ATCO Gas reserves the right to determine when the upgrades are deemed necessary.

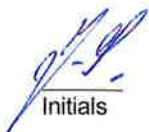
Regards,

Kyle Zerbin, E.I.T



District Engineer
Red Deer District Operations
Bus: (403) 357-6335
Fax: (403) 357-5219

The information transmitted is intended only for the addressee and may contain confidential, proprietary and/or privileged material. Any unauthorized review, distribution or other use of or the taking of any action in reliance upon this information is prohibited. If you receive this in error, please contact the sender and delete or destroy this message and any copies.


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Schedule "G" Special Conditions

The following are specific terms and conditions of this Agreement:

1. Prior to Phase II subdivision, the Developer will be required complete an impact traffic study, that should include the proposed access onto Highway 20 as well as the existing access at the intersection of Highway 53 and 40th street to obtain approval from Alberta Transportation for any developments adjacent to a highway.
2. Enter into a new development agreement specific for Phase II.


Initials



Council Agenda Item	7.3
Council Meeting Date	March 30, 2016
Subject	Tagish Engineering Project Status Updates to March 8 and March 22, 2016
For Public Agenda	Public Information
Background	Tagish Engineering is supplying their status report.
Discussion	Tagish Engineering is the Town of Rimbey's Engineering firm. As such they are required to provide status updates as well as meeting with Administration.
Relevant Policy/Legislation	Not applicable.
Options/Consequences	Not applicable.
Desired Outcome(s)	Not applicable.
Financial Implications	None at this time.
Follow Up	None at this time.
Attachments	Tagish Engineering Project Status Update to March 8 and March 22, 2016.
Recommendation	To accept the Tagish Engineering Project Status Updates to March 8 and March 22, 2016, as information.
Prepared By:	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  _____ Lori Hillis, CA, CPA Acting Chief Administrative Officer </div> <div style="text-align: center;">  _____ Date </div> </div>
Endorsed By:	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  _____ Lori Hillis, CA, CPA Acting Chief Administrative Officer </div> <div style="text-align: center;">  _____ Date </div> </div>



PROJECT STATUS UPDATES

March 8, 2016

Town of Rimbey

RB00 – Rimbey General

This project is for small general requests for the Town.

(January 12 – February 23) No Change.

(March 8) Tagish is working with Town staff on shallow utilities requirements for the Rimoka site.

RB106 Rimbey Northeast Lagoon Subdrain Upgrades - GM

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

(February 9) AMEC Foster Wheeler has provided the Town with ground water sample bottles, and has agreed to test for VOA.

(February 23) Town has submitted a Risk Mitigation strategy to Tagish for review and comments. Town continues to complete ground water testing at Well #13.

(March 8) AMEC Foster Wheeler continues to test ground water at Well # 13. In a joint decision between all parties, testing for VOA will be extended to include Well # 12. AMEC will supply the Town with additional sampling materials.

RB125 – Main Reservoir Upgrade – (GM)

(February 9) Reviewed CCTV Inspection tapes checking for structural failures (no structural problems were detected). Measurements compiled by Aquatech Diving Services will be incorporated into the as-built drawings. As-built drawings will be sent to Canadian Consulting Group to assist in completing the Reservoir/Pumphouse Upgrade predesign report.

(February 23) Tagish is completing the as-built drawing and is working on report showing the four different options that will be considered in preparing the pre design report.

(March 8)

- Proposal for pre-design report was sent to Canadian Consulting Group to provide cost estimates to complete the electrical and mechanical components for the Pumphouse/Reservoir upgrade.
- Nason Contracting Group is scheduled to complete the chlorine analyzer recalibration during the week of March 14, 2016.

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

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

a location for a production well. Phase 2 (2016 Capital) would include the drilling, testing and registering of a new production well.
(September 8 – November 3) Omni-McCann is waiting for AMEC draft report related to ground water assessment report for Well 13.

(February 9) A meeting was held on February 8, 2016 with Town staff, Omni-McCann and Tagish to review the proposed drilling locations. Tagish will contact a Professional Landman to negotiate access agreements with landowners prior to commencing drilling.

(February 23) Tagish has contracted Access Land Services and received and reviewing a price quotation to complete all land concerns. Town staff have advised Ponoka County with the Town intent in drill water well within Ponoka County.

(March 8) Access Land Services is preparing documentation to be used to acquire Land Owners consent to drill exploration water wells.

RB128 – 2016 Street Improvements – (GM)

Included in the 2016 Capital Budget, Council approved funds to provide an in-term solution to extend the life of roadways and to ensure that the travelling public can continue using the streets in a safe manner, until such time the Town completes a total street reconstruction. Roads and concrete structures will be repaired as required with an asphalt overlay installed to the following roads.

- 50 Street asphalt overlay from 52 Ave to 56 Ave
- 49 Street asphalt overlay from 52 Ave to 54 Ave
- 49 Street repair and overlay from 49 Ave to 50 Ave
- Concrete replacement at various locations

(February 9) Tagish is working on preparing contract documents for Tender pick up on February 11, 2016.

(February 23) Pre Tender meeting was held on site February 17, with four Contractors attending the meeting. Tenders close 3:00PM, February 25, 2016. Tenders will be checked for accuracy and Contractors references the Tagish will provide the Town will a recommendation to award the contract.

(March 8) Tenders closed on February 26, 2016 with six (6) Contractor submitting Tenders. All Tenders were checked for accuracy, with a Letter of Recommendation to award Tender was sent to the Town for consideration.

RB129 – Land Use Bylaw Update – (LS)

(March 8) Met with Liz last week to discuss the project. Tagish to update the land use bylaw map and to contact Alta-Lis for a new Rimbey base map. Land Use bylaw map will be completed before the end of the month. Tagish will also review the land use bylaw word document when the Town has finished compiling it.



PROJECT STATUS UPDATES

March 22, 2016

Town of Rimbey

RB00 – Rimbey General

This project is for small general requests for the Town.

(January 12 – February 23) No Change.

(March 8) Tagish is working with Town staff on shallow utilities requirements for the Rimoka site.

(March 22) No Change.

RB106 Rimbey Northeast Lagoon Subdrain Upgrades - GM

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

(February 9) AMEC Foster Wheeler has provided the Town with ground water sample bottles, and has agreed to test for VOA.

(February 23) Town has submitted a Risk Mitigation strategy to Tagish for review and comments. Town continues to complete ground water testing at Well #13.

(March 8) AMEC Foster Wheeler continues to test ground water at Well # 13. In a joint decision between all parties, testing for VOA will be extended to include (HAA) testing at the Main Reservoir. AMEC will supply the Town with additional sampling materials.

(March 22) March 17, conference call held with Town, AMEC and Tagish to discuss the most current VOA test results. AMEC to provide a budget estimate for testing prior to any additional work being completed.

RB125 – Main Reservoir Upgrade – (GM)

(February 9) Reviewed CCTV Inspection tapes checking for structural failures (no structural problems were detected). Measurements compiled by Aquatech Diving Services will be incorporated into the as-built drawings. As-built drawings will be sent to Canadian Consulting Group to assist in completing the Reservoir/Pumphouse Upgrade predesign report.

(February 23) Tagish is completing the as-built drawing and is working on report showing the four different options that will be considered in preparing the pre design report.

(March 8)

- Proposal for pre-design report was sent to Canadian Consulting Group to provide cost estimates to complete the electrical and mechanical components for the Pumphouse/Reservoir upgrade.
- Nason Contracting Group is scheduled to complete the chlorine analyzer recalibration during the week of March 14, 2016.

(March 22) CCG provided Tagish with some preliminary cost estimates for electrical and mechanical components for Pumphouse upgrade.

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

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

(September 8 – November 3) Omni-McCann is waiting for AMEC draft report related to ground water assessment report for Well 13.

(February 9) A meeting was held on February 8, 2016 with Town staff, Omni-McCann and Tagish to review the proposed drilling locations. Tagish will contact a Professional Landman to negotiate access agreements with landowners prior to commencing drilling.

(February 23) Tagish has contracted Access Land Services and received and reviewing a price quotation to complete all land concerns. Town staff have advised Ponoka County with the Town intent in drill water well within Ponoka County.

(March 8) Access Land Services is preparing documentation to be used to acquire Land Owners consent to drill exploration water wells.

(March 8 – March 22) Access Land Services is preparing documentation to be used to acquire Land Owners consent to drill exploration water wells. Access Land has indicated that the land could be a 99 year lease then no subdivision would be required.

RB128 – 2016 Street Improvements – (GM)

Included in the 2016 Capital Budget, Council approved funds to provide an in-term solution to extend the life of roadways and to ensure that the travelling public can continue using the streets in a safe manner, until such time the Town completes a total street reconstruction. Roads and concrete structures will be repaired as required with an asphalt overlay installed to the following roads.

- 50 Street asphalt overlay from 52 Ave to 56 Ave
- 49 Street asphalt overlay from 52 Ave to 54 Ave
- 49 Street repair and overlay from 49 Ave to 50 Ave
- Concrete replacement at various locations

(February 9) Tagish is working on preparing contract documents for Tender pick up on February 11, 2016.

(February 23) Pre Tender meeting was held on site February 17, with four Contractors attending the meeting. Tenders close 3:00PM, February 25, 2016. Tenders will be checked for accuracy and Contractors references the Tagish will provide the Town will a recommendation to award the contract.

(March 8) Tenders closed on February 26, 2016 with six (6) Contractor submitting Tenders. All Tenders were checked for accuracy, with a Letter of Recommendation to award Tender was sent to the Town for consideration.

(March 22) Contract documents were sent to Border Paving for endorsement. Town has indicated that additional concrete repair would be required and that 46 St from 50 Ave to 51 Ave be included in the 2016 Street Improvement Program.

RB129 – Land Use Bylaw Update – (LS)

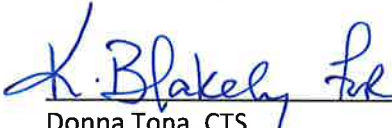
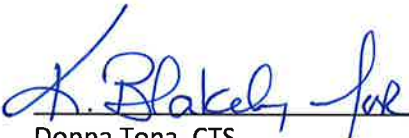
(March 8) Met with Liz last week to discuss the project. Tagish to update the land use bylaw map and to contact Alta-Lis for a new Rimbey base map. Land Use bylaw map will be completed before the end of the month. Tagish will also review the land use bylaw word document when the Town has finished compiling it.

(March 22) New Town base map has been acquired. Awaiting Liz to finish up the draft of the residential districts. Once that information has been given to Tagish, we will finish the draft version of the bylaw map for Town review.

RB130 – Rimoka Shallow Utilities – (GM)

(March 22) Fortis and ACUIY Engineering are reviewing the electrical requirements for the new Rimoka Housing complex.

Council Agenda Item	7.4
Council Meeting Date	March 30, 2016
Subject	Land for Water Wells
For Public Agenda	Public Information
Background	Administration requested Tagish Engineering to provide the pros and cons of leasing verses purchasing land for drill wells and the installation of a water-main supply line.
Discussion	<p>Gerald Matichuk, Senior Project Manager, for Tagish Engineering supplied the following information:</p> <p>Purchasing Land:</p> <p>Pros:</p> <ul style="list-style-type: none"> - If land is purchased it would be in the name of the Town of Rimbey, which would allow the Town uninterrupted use of the land. <p>Cons:</p> <ul style="list-style-type: none"> - If land was purchased, land would have to go through the subdivision process, - Additional cost of subdivision, - Additional cost of surveying, - Land Owner would have a un-complete title (land subdivided out for well and supply line), - May hamper the Owner if future subdivision were to be proposed. <p>Leasing Land:</p> <p>Pros:</p> <ul style="list-style-type: none"> - Leasing may be more appealing to land Owner which would retain ownership of the land, - If lands were leased, land would not have to go through the subdivision process which could be appealed by adjacent land Owners, - No subdivision costs, - No surveying costs to create new title, - Original land Owner would retain the entire original parcel of land, which could allow the Owner the ability to subdivide out other land parcels, - When Town of Rimbey no longer needed the land the Town would not have costs associated with disposal of land, <p>Cons:</p> <ul style="list-style-type: none"> - Cost to lease land would be the same and cost to purchase,

Relevant Policy/Legislation	
Options/Consequences	
Desired Outcome(s)	
Financial Implications	
Follow Up	
Attachments	
Recommendation	Administration recommends Council determine which course of action they wish to pursue.
Prepared By:	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;">  Donna Tona, CTS Interim Chief Administrative Officer </div> <div style="text-align: center;"> <u>March 24/16</u> Date </div> </div>
Endorsed By:	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;">  Donna Tona, CTS Interim Chief Administrative Officer </div> <div style="text-align: center;"> <u>March 24/16</u> Date </div> </div>

Council Agenda Item	8.1
Council Meeting Date	March 30, 2016
Subject	Department Reports
For Public Agenda	Public Information
Background	Department managers supply a report to Council, bi-monthly advising Council of the work progress for the time period.
Discussion	
Relevant Policy/Legislation	Not applicable.
Options/Consequences	<ol style="list-style-type: none"> 1. Accept the department reports as information. 2. Discuss items in question with department managers.
Desired Outcome(s)	To keep Council and the community informed of actions taken by the various Town of Rimbey Departments.
Financial Implications	Not applicable.
Follow Up	Advise department managers of an requirements made by Council.
Attachments	<ul style="list-style-type: none"> 8.1.1 Interim Chief Administrative Officer Report 8.1.2 Acting CAO/Chief Financial Officer Report 8.1.3 Director of Public Works 8.1.4 Community Services Report 8.1.5 Contract Development Officer Report
Recommendation	Motion by Council to accept the department reports as information.
Prepared By:	
	<p style="text-align: center;"><u>Donna Tona</u> <u>March 23, 2016</u></p> <p style="text-align: center;">Donna Tona, CTS Date</p> <p style="text-align: center;">Interim Chief Administrative Officer</p>
Endorsed By:	
	<p style="text-align: center;">DT <u>March 23, 2016</u></p> <p style="text-align: center;">_____ Donna Tona, CTS Date</p> <p style="text-align: center;">Interim Chief Administrative Officer</p>

Highlights

The month of March has been extremely busy.

The Interim CAO has been gathering information for legal opinions on particular files as required by the circumstances and due to the historical facts of the matter and the fact that the files are complicated it has taken some time to put together.

The service agreement between the Town of Ponoka and the Town of Rimbey for CPO services has been finalized. The Town of Ponoka has welcomed CPO Koller to their municipality. The summer villages have been notified as of the 24th of March as to service levels. CPO Klause is still on medical leave.

The Interim CAO met with the Seniors Week planning committee and many great ideas were talked about and planning is well under way for a great week. The Town was asked to support this endeavour and we can certainly provide space in our news bulletin that is inserted into the utility bills and space on our Town page. Administration will send a note to the Chamber to garner their support within the businesses.

Numerous meetings have been held including meeting with Alberta Transportation in Red Deer, Emergency Management Meeting in Ponoka, Seniors Planning Committee, Council meetings, and a meeting with the Minister of Transportation is scheduled in June for the Interim CAO and Mayor Pankiw.

Meetings have also been held with staff as we adjust our priorities and job duties and our team is a credit to the Town and a pleasure to work with.

Donna Tona
Interim CAO



Highlights

2016 Capital and Operating budgets have been approved and we have started with our capital projects.

We are currently working on the 2015 year end working papers for the annual audit. The Auditors are expected on site March 29 and 30th.

The 2016 tax arrears listing has been sent to Taxervice so they can continue with the tax recovery process.

We are working with Servus to transition the banking services.

Our accounting software has been updated to the current version.

Longhurst Consulting is in the process of getting the new computers for the Town Office as per the 2016 Capital Budget.

Lori Hillis, CA, CPA
Acting CAO/Chief Financial Officer

Highlights

ROADS – Low snow fall amounts and warm temperatures caused heavy ice build ups leaving crews busy removing ice from Town streets. Pot hole season started early and Public Work crews have been filling them as required.

WATER – Well #13 Risk Mitigation Report has been completed. Part of the Mitigation includes additional regular water testing, better monitoring and cleaning Reservoir #1's Storage Tank. Alberta Environment & Parks completed a full inspection of the Town of Rimbey's Water System. This inspection includes full review of all record keeping, housekeeping, Well #13 Risk Mitigation, Operator knowledge & practices, Standard Operating Procedures and all water testing.

WASTEWATER – The Drainage Ditch is being inspected once a week. Routine operations are ongoing.

CEMETERY – A new sign has been purchased for the West Haven Cemetery. Muddy conditions have prevented us from getting our necessary tools and equipment to the location to install it. Land owner has requested that the ground not be disturbed.

RECYCLE – The Town of Rimbey continues to work with Ponoka County to operate this facility.

WALKING TRAILS – Public Works crews removed Graffiti from the walking trail. Routine snow and ice removal is ongoing.

OTHER – Budgets for Sidewalk and Pavement replacements are complete. With small snow fall amounts, summer maintenance equipment has been serviced earlier this year and is ready for use. The Street Sweeper is ready to go to work, providing the weather holds out. The new Lawn Mower has been ordered and should arrive shortly. The new Tandem has been purchased and added to our fleet.

R. Schmidt
Director of Public Works

Highlights:

Peter Lougheed Community Centre

- 2 new HVAC units tendered and to be installed prior to a new roof installation.
- LED lights being installed in the Main Auditorium, hallways, washrooms, kitchen and storage rooms.
- Card lock security system for the facility will be installed in April.
- Improvements to the facility; blue wallpaper to be removed & painted neutral colors, paint sound walls in Main Auditorium.
- Roofing tenders are being sent to the 4 interested companies that quoted on the project prior to budget.

Community Fitness Centre

- Researching rowing machine, flooring and additional space for equipment.
- Daily cleaning and maintenance of the area.

Rimbey Aquatic Centre

- Preparing for spring clean and start up.
- Discussions with various Spray park designers on addition of spray features on beach entrance into existing outdoor pool.
- Handicap washroom flooring and office area to be resurfaced prior to start up.
- Arranging work to be completed on slide pump and other budget items.

Arena

- Pee wee Provincials held March 10-13 was very successful and well organized. Many good comments on the facility.
- Ice was removed Monday, March 21
- School, Minor Ball and Soccer will start using the facility
- Summer repairs will now begin. New arena board corners will be added, painting the dressing rooms, bathrooms stalls, etc.
- Repairs to the e-ceiling have been arranged for the end of May.

Programs

- Tuesday mornings – Pickleball will likely start again
- Tuesday nights – Badminton
- Wednesday nights – Basketball
- Thursday nights – Open Gym/Pickleball
- Zumba, Functional Fitness

Events

- Spring Celebration was very successful with the younger kids. Many community associations joined the event and promoted their activities.
- Canada Day and the Rodeo Parade planning have begun.

Cindy Bowie
Director of Community Services





Highlights

In addition to day-to-day activities, the Planning & Development Department has also been working on the following items:

- **Rimoka Housing Corporation.** Town administration issued the development permit for the Rimoka Housing Corporation seniors housing on February 18, 2016. The town is now assisting Rimoka Housing Corporation to secure shallow utilities to the site.
- **SJC Land Use Re-designation and subdivision.** First reading of the Land Use re-designation will be presented to council on March 30, 2016. Should council approve the re-designation, the subdivision will begin being reviewed at that time.
- **Development Review.** Administration is continually reviewing development history within the Town as requests come forward regarding past applications.
- **Brix Construction Extension Agreement.** Administration has been working to finalize an Extension Agreement with Brix Construction.
- **Municipal Development Plan.** The new MDP received third reading on March 7, 2016.
- **Area Structure Plan Policy & Procedures.** Town administration is working to develop policy regarding future Area Structure Plan applications. The policy should discuss requirements, fees, standard processing times, etc. Once the policy is drafted it will be presented to council for approval.
- **Easements.** The Planning & Development and Public Works are working together to identify potential easements and right-of-ways within the Town of Rimbey that have not been registered on title. This is an ongoing process and will be led by Michael Fitzsimmons.
- **Land Use Bylaw.** Town Administration is working on the new Land Use Bylaw. This work is ongoing.
- **2016 Development Statistics**

	Applied 2016	Issued 2016
Development Permit Applications	2	1
Subdivision Applications	0	0
Certificate of Compliance Requests	1	1
Building Permit Applications	0	0

Liz Armitage
Contract Planning & Development Officer
Vicinia Planning & Engagement Inc.

Council Agenda Item	8.3 Council Reports
Council Meeting Date	March 30, 2016
Subject	Council Reports
For Public Agenda	Public Information
Background	The Mayor and Councillors provide a monthly report to advise of their activities of the previous month.
Discussion	
Relevant Policy/Legislation	Not Applicable.
Options/Consequences	1. Accept the reports of Council as information. 2. Discuss items in question arising from the reports.
Desired Outcome(s)	To keep the community informed of actions taken by Council.
Financial Implications	Not Applicable.
Follow Up	Not Applicable.
Attachments	8.3.1 Mayor Pankiw's Report 8.3.2 Councillor Godlonton's Report 8.3.3 Councillor Jaycox's Report 8.3.4 Councillor Payson's Report 8.3.5 Councillor Webb's Report
Recommendation	Motion by Council to accept the reports of Council, as information
Prepared By:	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  _____ Donna Tona, CTS Interim Chief Administrative Officer </div> <div style="text-align: center;">  _____ Date </div> </div>
Endorsed By:	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> _____ Donna Tona, CTS Interim Chief Administrative Officer </div> <div style="text-align: center;"> _____ Date </div> </div>

Highlights

- Feb 24/16 Rimoka Housing Foundation Board Meeting in Ponoka
 - Feb 25/16 Parkland Regional Library Meeting in Lacombe
 - Mar 3/16 Rimoka Building Committee Meeting at Berry Architects
 - Mar 7/16 Regular council Meeting
 - Mar 8-10/16 Mayor's Caucus in Edmonton
 - Mar 11/16 Pee Wee C Provincial Hockey Tournament Opening Ceremonies
 - Mar 14-16/16 AAMD&C Conference in Edmonton
 - Mar 17/16 Rimoka Building Committee Meeting in Rimbey
 - Mar 18/16 Meeting with potential developer
 - Mar 23/16 Rimoka Housing Foundation Board Meeting in Rimbey
 - Mar 23/16 Rimoka Building Committee Meeting in Rimbey
 - Mar 30/16 Regular Council Meeting
- Signed cheque runs
 - Commissioned 3 papers

Rick Wm. Pankiw
Mayor



Highlights

- Mar 7/16 Regular Council Meeting
- Mar 11/16 Inter-Agency Meeting
- Mar 15/16 Signed cheques
- Mar 18/16 Rimbey and Area Wellness Group Meeting
- Mar 30/16 Regular Council Meeting

Signed Commission of Oaths

Brian Godlonton
Councillor



Highlights

- Feb 22/16 Regular Council Meeting
- Feb 24/16 Rimoka Board Meeting
- Mar 7/16 Regular Council Meeting
- Mar 11/16 Meet with Lions re walking trail
- Mar 14 – 16/16 AAMDC conference in Edmonton
- Mar 17/16 Rimoka Building Committee Project meeting
- Mar 23/16 Rimoka Board Meeting

Multiple conversations with citizen re Rimoka Project and 4 Commissioner of Oaths signings

Mathew Jaycox
Councillor

Highlights

- Feb 15/16 Neighbourhood Place
- Feb 25/16 Commission of Oaths
- Feb 29/16 Commission of Oaths
- Mar 7/16 Regular Council Meeting
- Mar 15/16 Neighbourhood Place
- Mar 19/16 Volunteered at Library Event
- Mar 22/16 Blindman Youth Action Society

Paul Payson
Councillor

Highlights

- Feb 24/16 FCSS Board Meeting
- Mar 7/16 Regular Council Meeting
- Mar 14-16/16 AAMD&C Conference in Edmonton
- Mar 16/16 Rimbey Historical Society Meeting
- Mar 30/16 FCSS Annual General Meetings
- Mar 30/16 Regular Council Meeting

Jack Webb
Councillor