

TOWN OF RIMBEY

TOWN COUNCIL AGENDA

**AGENDA FOR REGULAR MEETING OF THE TOWN COUNCIL TO BE HELD  
ON MONDAY JUNE 24, 2013 AT 7:00 PM IN THE COUNCIL CHAMBERS OF  
THE TOWN ADMINISTRATION BUILDING**

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1.	<b>Call to Order Regular Council Meeting &amp; Record of Attendance</b>	
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10.	<b>In Camera</b>	
11.	<b>Adjournment</b>	

TOWN OF RIMBEY

TOWN COUNCIL

MINUTES OF THE REGULAR MEETING OF TOWN COUNCIL HELD ON  
MONDAY, JUNE 10, 2013, IN THE COUNCIL CHAMBERS OF THE TOWN  
ADMINISTRATION BUILDING

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

Mayor Sheldon Ibbotson  
Councillor Jack Webb  
Councillor Paul Payson  
Councillor Scott Ellis  
Councillor Gayle Rondeel  
CAO Tony Goode  
Assistant CAO/DO – Melissa Beebe  
Director of Finance – Lori Hillis  
Recording Secretary – Kathy Blakely

Absent:

Public:  
Treena Mielke – RimbeY Review  
2 members of the public

2. Public Hearing 2.1 None

3. Adoption of Agenda 3.1. June 10, 2013 Agenda

Motion 170/13

Moved by Councillor Ellis to accept the agenda as presented.

CARRIED  
(5-0)

4. Minutes 4.1 May 27, 2013, Council Regular Meeting Minutes

Motion 171/13

Moved by Councillor Webb to accept the May 27, 2013, Council Regular Meeting Minutes as presented.

CARRIED  
(5-0)

5. Delegation 5.1 None

6. Bylaws 6.1 None

7. New and Unfinished Business 7.1 Results – Public Vote June 3, 2013

Motion 172/13

Moved by Councillor Payson Council rescind Motion 008/13(Moved by Councillor Payson to sell the Town Administration Building to the RimbeY Municipal Library Board for \$1.00, with the condition that the Town of RimbeY gets first right of refusal for \$1.00, if the RimbeY Municipal Library Board decides to sell the building).

CARRIED  
(5-0)

7.2 Cemetery Request

Motion 173/13

Moved by Councillor Webb Council advise Katherine Heisler-Moore, the bench for West Haven would need to be constructed of either granite or concrete

aggregate and specifications reviewed by the CAO prior to purchase.

CARRIED  
(5-0)

7.3 Recreation Board – Community Grants Program

Motion 174/13

Moved by Councillor Webb Council approve the Community Events Grant Program application from the Rimbey Gymnastics Society for their Rock & Roll Fun Meet in the amount of \$500.00.

CARRIED  
(5-0)

8. Reports

8.1 Department Reports

8.1.1 Finance Reports

Accounts Payable Cheque Listing to May 31, 2013

Motion 175/13

Moved by Councillor Ellis to accept the Accounts Payable Cheque Listing to May 31 2013 as presented.

CARRIED  
(5-0)

8.2 Boards/Committee Reports

8.2.1 Rimbey Historical Society Minutes April 16, 2013.

8.3 Council Reports

8.3.1 Councillor Ellis's Report

Motion 176/13

Moved by Councillor Ellis to accept 8.2.1 and Council reports as information

CARRIED  
(5-0)

9. Correspondence

9.1 Blaine Calkins, MP for Wetaskiwin

9.2 Alberta Municipal Affairs

9.3 Alberta Transportation

9.4 Alberta Culture

9.5 City of Lacombe

Motion 177/13

Moved by Councillor Webb to accept items 9.1, 9.2, 9.3, 9.4 and 9.5 as information.

CARRIED  
(5-0)

1 member of the public entered the meeting at 7:07 pm

10. In Camera

None

11. Adjournment

Motion 178/13

Moved by Mayor Ibbotson to adjourn the meeting.

CARRIED  
(5-0)

1 member of public entered the meeting

Time of Adjournment: 7:07 pm.

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MAYOR

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CHIEF ADMINISTRATIVE OFFICER

# TOWN OF RIMBEY AGENDA ITEM

Meeting	Council	Meeting Date	June 24, 2013		
Agenda Item No.	6.1	Confidential	Yes	No	X
Topic	Bylaw 883/13 Electric Distribution System Franchise Agreement				
Originated by	Melissa Beebe		Title	Assistant CAO	

**BACKGROUND:**

By way of Motion 084/13 (5-0) Council gave first reading to Bylaw 883/13 Electric Distribution System Franchise Agreement.

Documentation Attached:	Yes	XX	No
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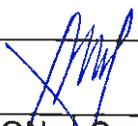
**DISCUSSION:**

The Contracts have been returned from Fortis Alberta and require the Mayor's and CAO's signature once second and third reading of Bylaw 883/13 – Electric Distribution System Franchise Agreement have been passed.

**RECOMMENDED ACTION:**

Administration recommends Council give second reading of Bylaw 883/13 – Electric Distribution System Franchise Agreement

Administration recommends Council give third reading of Bylaw 883/13 – Electric Distribution System Franchise Agreement

CAO 				
DISTRIBUTION:	Council:	Admin:	Press:	Other:

## TERMINATION AND ACKNOWLEDGMENT AGREEMENT

THIS AGREEMENT made as of the 30<sup>th</sup> day of June, 2013.

BETWEEN:

**TOWN OF RIMBEY** a municipal corporation in the Province of Alberta (hereinafter referred to as the Town

OF THE FIRST PART

- and -

**FORTISALBERTA INC.**, a corporation incorporated pursuant to the laws of the Province of Alberta (hereinafter referred to as "FortisAlberta")

OF THE SECOND PART

**WHEREAS** the Town and FortisAlberta, formerly known as UtiliCorp Networks Canada (Alberta) Ltd., entered into an Electric Distribution System Franchise Agreement dated effective August 19, 2002 (the "2001 Franchise Agreement") pursuant to which FortisAlberta provides exclusive electric distribution services (the "Services") within the Town and receives use of the Town lands for the placement and operation of FortisAlberta's electric distribution system (the "Electric Distribution System");

**AND WHEREAS** the Alberta Utilities Commission (the "Commission"), formerly the Alberta Energy and Utilities Board, approved the 2001 Franchise Agreement by its Decision 2001-106 dated effective December 11, 2001;

**AND WHEREAS** by letter agreement (the "Letter Agreement") dated January 28, 2011 the Town and FortisAlberta mutually agreed to extend the 2001 Franchise Agreement beyond its initial expiry date in order to allow for sufficient time to prepare a new Electric Distribution System Franchise Agreement (the "New Franchise Agreement") that is intended to replace the 2001 Franchise Agreement;

**AND WHEREAS** the Town and FortisAlberta wish to enter into the New Franchise Agreement;

**AND WHEREAS** the Commission has approved the New Franchise Agreement by its Decision 2012-255 dated effective September 28, 2012;

**AND WHEREAS** the Town and FortisAlberta wish to terminate each of the 2001 Franchise Agreement and the Letter Agreement, such terminations to take effect as of effective date of the New Franchise Agreement, upon and subject to the terms and conditions contained herein;

**NOW THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants contained herein and for other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged by each of the parties hereto), the parties hereto covenant and agree as follows:

1. The parties hereto shall execute, acknowledge and deliver such other instruments and shall take such other action as may be necessary to carry out their respective obligations under this Agreement.

2. This Agreement shall, in all respects, be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta. Each party hereto accepts the jurisdiction of the Courts of the Province of Alberta and all courts of appeal therefrom.
3. Time shall be of the essence in this Agreement.
4. This Agreement shall be binding upon and shall endure to the benefit of the parties hereto and their respective heirs, executors, successors and permitted assigns.
5. This Agreement may be executed by facsimile and in counterpart form, with each counterpart deemed to be an original and the counterparts taken together, constituting one and the same agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement effective as of the day and year first above written.

**TOWN OF RIMBEY**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

**FORTISALBERTA INC.**

Per: \_\_\_\_\_

Name: Mike Pashak

Title: Vice President, Customer Service

Per: \_\_\_\_\_

Name: Cam Aplin

Title: Vice President, Field Operations

This is Schedule "A" referred to in the attached Bylaw No. 883-13  
of the Town of Rimbey

**ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

**BETWEEN**

**TOWN OF RIMBEY**

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**- AND -**

**FORTISALBERTA INC.**

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**ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

THIS AGREEMENT made effective the 1<sup>st</sup> day of July, 2013.

**BETWEEN:**

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

OF THE FIRST PART

- and -

FortisAlberta Inc.,  
a body corporate and public utility with its  
head office in the Calgary, in the Province of Alberta  
(the "**Company**")

OF THE SECOND PART

**WHEREAS:**

The Municipality desires to grant and the Company desires to obtain an exclusive franchise to provide Electric Distribution Service within the Municipal Service Area on the terms and conditions herein contained;

**NOW THEREFORE:**

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

## 1) DEFINITIONS AND INTERPRETATION

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

- a) **“Commission”** means the Alberta Utilities Commission, as established under the Alberta Utilities Commission Act (Alberta);
- b) **“Company”** means the Party of the second part to this Agreement and includes its successors and assigns;
- c) **“Construct”** means constructing, reconstructing, upgrading, extending, relocating or removing any part of the existing Distribution System or proposed Distribution System;
- d) **“Consumer”** means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Electric Distribution Service by the Company pursuant to the Company’s Distribution Tariff;
- e) **“Core Services”** means all those services set forth in Schedule “A”;
- f) **“Detailed Street Light Patrol”** means a detailed street light patrol of Company-owned street lights conducted by the Company on a schedule reasonably determined by the Company from time to time, currently a seven to nine year cycle as at the date of this Agreement;
- g) **“Distribution System”** means any facilities owned by the Company which are used to provide Electric Distribution Service within the Municipal Service Area, and, without limiting the generality of the foregoing, shall include street lighting, where applicable, and poles, fixtures, luminaires, guys, hardware, insulators, wires, conductors, cables, ducts, meters, transformers, fences, vaults and connection pedestals, excluding any transmission facilities as defined in the EUA;
- h) **“Distribution Tariff”** means the Distribution Tariff prepared by the Company and approved by the Commission on an interim or final basis, as the case may be;
- i) **“Electric Distribution Service”** means electric distribution service as defined in the EUA;
- j) **“Electronic Format”** means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- k) **“EUA”** means the *Electric Utilities Act* (Alberta);

- l) **"Extra Services"** means those services set forth in Schedule "B" that are requested by the Municipality for itself or on behalf of a Consumer and provided by the Company in accordance with Article 7;
- m) **"First Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- n) **"HEEA"** means the *Hydro and Electric Energy Act* (Alberta);
- o) **"Initial Term"** means the Term of this Agreement as set out in Article 2;
- p) **"Maintain"** means to maintain, keep in good repair or overhaul any part of the Distribution System;
- q) **"Major Work"** means any work to Construct or Maintain the Distribution System that costs more than One Hundred Thousand (\$100,000.00) Dollars;
- r) **"MGA"** means the *Municipal Government Act* (Alberta);
- s) **"Municipal Property"** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- t) **"Municipal Service Area"** means the geographical area within the legal boundaries of the Municipality as altered from time to time;
- u) **"Municipality"** means the Party of the first part to this Agreement;
- v) **"Operate"** means to operate, interrupt or restore any part of the Distribution System in a safe and reliable manner;
- w) **"Party"** means any party to this Agreement and **"Parties"** means all of the parties to this Agreement;
- x) **"Plans and Specifications"** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuing any approval that may be required under this Agreement;
- y) **"Second Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- z) **"Term"** means, as the context requires, the Initial Term, First Subsequent Term or the Second Subsequent Term, and **"Terms"** means all of them;
- aa) **"Terms and Conditions"** means the terms and conditions contained within the Distribution Tariff in effect from time to time for the Company as approved by the Commission; and
- bb) **"Work"** means any work to Construct or Maintain the Distribution System.

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

## **2) TERM**

This Agreement shall be for an initial term (the "Initial Term") of ten (10) years, commencing on the later of:

- a) 1<sup>ST</sup> day of July, 2013 or
- b) the first day after both of the following have occurred:
  - i) Commission approval of this Agreement; and
  - ii) the Municipality having passed third reading of the applicable adopting bylaw 883-13

## **3) EXPIRY AND RENEWAL OF AGREEMENT**

Following the expiration of the Initial Term, this Agreement shall be renewed for a further period of five (5) years (the "First Subsequent Term"), provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Initial Term of its intention to renew this Agreement and the Municipality agrees in writing to the renewal not less than six (6) months prior to the expiration of the Initial Term.

- a) During the first (1<sup>st</sup>) year following the expiration of the Initial Term all the rights and obligations of the parties under this Agreement shall continue to be in effect. Following the expiration of the First Subsequent Term, the Parties agree that this Agreement may be extended for an additional five (5) year term (the "Second Subsequent Term") commencing at the end of the First Subsequent Term, provided that one of the Parties shall provide notice to the other Party of its wish to extend this Agreement for the Second Subsequent Term and the other Party confirms, no later than one (1) year prior to the end of the First Subsequent Term, that it also wishes to extend the Term of this Agreement for the Second Subsequent Term.

- b) If the Municipality has not provided notice to the Company to exercise its right under Article 10 to require the Company to sell the Distribution System within the Municipal Service Area to the Municipality, either Party may submit any items in dispute pertaining to the entering into of a new agreement to binding arbitration before the Commission who shall determine the terms of the new agreement;
- c) Unless either Party has provided notice to the other Party of its intent to terminate or to extend this Agreement, following any expiration of any Term, the respective rights and obligations of the Parties under this Agreement shall continue to be in effect for a period of one (1) year following the expiration of the applicable Term in order to provide the Parties with a reasonable opportunity to negotiate a subsequent agreement;
- d) Commencing one (1) year following the expiration or termination of any Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph b), this Agreement shall continue to be in effect but shall be amended to provide for the following:
  - i) the franchise fee percentage used to calculate the franchise fee payable by the Company under Article 5 shall be reduced to fifty percent (50%) of the average annual franchise fee percentage used to calculate the franchise fee paid by the Company to the Municipality for the previous five (5) calendar years; and
  - ii) the costs of any relocation requested by the Municipality pursuant to Article 15 shall be paid by the Municipality.

#### **4) GRANT OF FRANCHISE**

- a) Subject to subparagraph b) below, and to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area:
  - i) to provide Electric Distribution Service;
  - ii) to Construct, Operate, and Maintain the electric distribution system, as defined in the EUA, within the Municipal Service Area; and
  - iii) to use designated portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality necessary to provide Electric Distribution Service or to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof.

This grant shall not preclude the Municipality from providing wire services to municipally owned facilities where standalone generation is provided on site or immediately adjacent sites excepting road allowances. Such services are to be

provided by the Municipality directly and not by any other third party wire services provider.

Subject to Article 12 of this Agreement, in the event that a third party (including a Rural Electrification Association (REA)) owns, operates or controls any electrical distribution facilities or lighting within the Municipal Service Area at any time during the Term of this Agreement, the Municipality agrees that it will support the Company's efforts, as is reasonable, to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, the Municipality shall otherwise require such third party to sell such facilities to the Company. Where the Municipality supports the Company's efforts to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, otherwise requires a third party to sell its facilities to the Company, the Company shall be responsible for all reasonable fees, costs and disbursements of external legal counsel incurred by the Municipality in expending such good faith efforts.

b) The Company agrees to:

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

## 5) **FRANCHISE FEE**

### a) **Calculation of Franchise Fee**

In consideration of the provisions of Article 4 and the mutual covenants herein, the Company agrees to pay to the Municipality a franchise fee. For each calendar year, the franchise fee will be calculated as a percentage of the Company's actual revenue in that year from the Distribution Tariff rates charged for Electric Distribution Service within the Municipal Service Area, excluding any amounts refunded or collected pursuant to riders.

For the first (1<sup>st</sup>) calendar year of the Term of this Agreement, the franchise fee percentage shall be 7 percent (7%).

By no later than September first (1<sup>st</sup>) of each year, the Company shall:

- i) advise the Municipality in writing of the revenues that were derived from the Distribution Tariff within the Municipal Service Area for the prior calendar year (excluding any amounts refunded or collected pursuant to riders); and
- ii) with the Municipality's assistance, provide in writing an estimate of revenues to be derived from the Distribution Tariff (excluding any amounts refunded or collected pursuant to riders) within the Municipal Service Area for the next calendar year.

**b) Adjustment to Franchise Fee**

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

If the Municipality wishes to amend the franchise fee percentage so that the amended franchise fee percentage is effective January first (1<sup>st</sup>) of the following calendar year, then the Municipality shall, no later than November first (1<sup>st</sup>) of the immediately preceding year, advise the Company in writing of the franchise fee percentage to be charged for the following calendar year.

If the Municipality provides such notice after November first (1<sup>st</sup>) of the immediately preceding year for a January first (1<sup>st</sup>) implementation, or at any other time with respect to a franchise fee change that will be implemented after January first (1<sup>st</sup>) of the following year, the Company will implement the new franchise fee percentage as soon as reasonably possible.

**c) Franchise Fee Cap**

The municipal franchise fee cap is 20 percent (20%) and shall not at any time exceed twenty percent (20%), unless there has been prior Commission approval and provided that the Municipality has complied with Article 5d) below.

**d) Adjustment to Franchise Fee Cap**

At the option of the Municipality, the franchise fee cap may be changed annually by providing written notice to the Company, subject to Commission approval. If the Municipality wishes to amend the franchise fee cap so that the amended franchise fee cap is effective January first (1<sup>st</sup>) of the following calendar year, then the Municipality shall, no later than November first (1<sup>st</sup>) of the immediately preceding year, advise the Company in writing of the franchise fee cap to be in effect for the following calendar year.

If the Municipality provides such notice after November first (1<sup>st</sup>) of the immediately preceding year for a January first (1<sup>st</sup>) implementation, or at any other time with respect to a franchise fee cap change that will be implemented for January first (1<sup>st</sup>) of the following year, the Company will recognize the new franchise fee cap as soon as reasonably possible, subject to Commission approval.

**e) Payment of Franchise Fee**

The Company shall pay the franchise fee amount, billed to each Consumer, to the Municipality on a monthly basis, within forty-five (45) days after billing each retailer.

**f) Reporting Considerations**

Upon request, the Company shall provide to the Municipality along with payment of the franchise fee amount, the financial information used by the Company to verify the franchise fee amount as calculated under this Article.

**6) CORE SERVICES**

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

**7) PROVISION OF EXTRA SERVICES**

Subject to an agreement being reached on cost and other terms, the Company agrees to provide to the Municipality those Extra Services, if any, as set forth in Schedule "B", as requested by the Municipality from time to time.

The Company is entitled to receive from the Municipality a reasonable amount for the provision of those Extra Services in accordance with Schedule "B". The Company and the Municipality may amend Schedule "B" from time to time upon mutual agreement.

**8) MUNICIPAL TAXES**

Amounts payable to the Municipality pursuant to the terms and conditions hereof shall be in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment, and the Distribution System.

**9) RIGHT TO TERMINATE ON DEFAULT**

In the event either Party breaches any material provision of this Agreement, the other Party may, at its option, provide written notice to the Party in breach to remedy such breach.

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

## **10) SALE OF DISTRIBUTION SYSTEM**

Upon the expiration of the Term of this Agreement, or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction, the Municipality may, subject to the approval of the Commission under Section 47 of the MGA, exercise its right to require the Company to sell to it the Distribution System within the Municipal Service Area pursuant to the provisions of the MGA or HEEA, as applicable. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination.

The Parties acknowledge that the Distribution System may be comprised of component parts that are not transferable by the Company to the Municipality including technologies that have been licensed by third Parties to the Company, and therefore the Company may not be able to transfer such component parts to the Municipality on any such sale. However, the Company shall acting reasonably assist the Municipality in obtaining the necessary approval or consent to such transfer.

## **11) STREET LIGHTING**

### **a) Investment Option Rate**

The Company agrees to provide and maintain an investment option rate for street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for investment option street lighting. This Commission approved rate includes an allowance for the replacement of street lighting.

The Company will provide Company standard and non-standard street lighting under the investment option rate for street lighting. The Company will maintain an inventory of its standard street lighting as listed in its street lighting catalogue. The Company will use reasonable commercial efforts, based on prudent electrical utility practices, to carry stock of such inventory for a reasonable period of time.

#### **i) In the event that:**

- A.** the Company, in its sole discretion, reasonably exercised, decides to change its classifications of what constitutes standard street lighting in its inventory and such change has relevance to the classes of street lights

used by the Municipality, then the Company shall provide one (1) year's prior written notice to the Municipality of its intention to effect such a change and will use its commercially reasonable good faith efforts to determine appropriate alternative sources of such equipment, and arrangements for the associated maintenance, for the Municipality; and

B. a change in the classifications of what constitutes standard street lighting in the Company's inventory arises as a result of the actions of any third party and such change has relevance to the classes of street lights used by the Municipality, then forthwith upon becoming aware that such a change is forthcoming, the Company shall provide notice to the Municipality of the forthcoming change and will use its commercially reasonable good faith efforts to determine reasonable alternatives for such equipment, and arrangements for the associated maintenance, for the Municipality.

ii) If:

A. the Municipality requests street lighting that is not part of the standard offering of the Company at the time;

B. the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable request, has ceased to be part of the standard street lighting offering of the Company; or

C. the Municipality converts nonstandard street lighting that is not part of the standard offering of the Company at the time to investment option rate street lighting under Article 11c) below;

then the Municipality will be required to enter into a non-standard lighting agreement with the Company, which form of agreement is referenced on the Company's website or in the Company's street lighting catalogue. For such non-standard lighting, the Company will not be responsible for paying a credit under Article 1b) of Schedule "C" to the Municipality to the extent that a delay in replacing the burnt out light is outside of the reasonable control of the Company, including any delay resulting from the failure by the Municipality to carry replacement parts for non-standard lighting.

The Company shall not be required to install any non-standard street lighting that does not meet the Company's minimum specifications for street lighting, and such street lighting must be metered and owned, installed and operated by the Municipality.

The time periods and deadlines contained in Schedule "C" shall be extended for investment-rate, non-standard street lighting for the period of time, if any, the

Company is waiting for receipt of non-standard equipment, supplies and materials from the Municipality.

**b) No-Investment Option Rate**

The Company and Municipality agree that all new street lighting provided, and any Municipality-requested relocation of any no-investment option rate street lighting, after the date of this Agreement will be provided or relocated, as the case may be, on the basis of the investment option rate. For no-investment option rate street lighting, the Company agrees to maintain street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for no-investment option rate street lighting. This Commission-approved rate does not include an allowance for the replacement of no-investment option rate street lighting.

**c) Conversion of No-Investment Rate to Investment Option Rate**

The Municipality has the option to convert all street lighting on the Company no-investment option street light rate to the Company investment option rate upon providing sixty (60) days written notice to the Company. Where such option is exercised, the Municipality has the right to obtain the Company investment for such street lighting up to the maximum Commission-approved Company investment levels for such street lighting. For the purpose of clarity, any calculation of "Commission-approved Company investment level" for street lighting in this Agreement shall be determined at the time of conversion of the applicable street lighting. The investment for street lighting shall be calculated according to the following formula:

$$A \times (1 - N/30)$$

Where:

A = the maximum allowable Commission-approved Company investment level per street light; and

N = the age of the street light in years.

The Company will invest in all, but, unless otherwise decided by the Company in its sole discretion, not less than all, no-investment option street lighting within the Municipal Service Area that is converted to the investment option rate.

The Company, in consultation with the Municipality, may use the average age of street lights and the average contributions made by the Municipality in calculating refunds.

**d) Street Light Rates**

The distribution rates charged by the Company to the Municipality for street lighting shall include only those costs and expenses that pertain to street lighting facilities all at rates approved by the Commission. Other terms and conditions for non-standard street lighting are outlined in the non-standard street lighting agreement between the Company and the Municipality.

**e) Municipality Owned Street Lighting**

Notwithstanding any other provision of this Article, it is understood and agreed that the Municipality shall have the right to own street lighting and to pay the applicable rate, recognizing the Municipality's ownership.

In such cases where the Municipality owns its street lighting, the Municipality agrees that:

- i) it will bear sole and full responsibility for any liability resulting therefrom and for properly operating, servicing, maintaining, insuring and replacing such street lighting in accordance with good and safe electrical operating practices;
- ii) such street lighting is not to form part of the Distribution System and shall be capable of being isolated from the Distribution System; and
- iii) such street lighting will be separately metered, provided that this provision will not necessarily require individual street lights to be separately metered.

**f) Street Light Inventory**

The Company and the Municipality agree to meet annually to discuss and exchange information relating to street light facilities owned by each Party. The Company shall have the right, but not the obligation, to mark street lighting facilities owned by the Municipality. The form and place of marking used by the Company to mark street light facilities owned by the Municipality shall first be approved in writing by the Municipality, who shall act reasonably in granting or denying such approval.

Within twelve (12) months of any request by the Municipality, the Company shall provide to the Municipality an inventory of all street lighting facilities within the Municipal Service Area detailing those that:

- i) form part of the Distribution System owned by the Company, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise; and
- ii) are a dedicated street light facility, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise.

The inventory shall indicate which street lights are at the investment option rate or the no-investment option rate. Any changes to inventory will be updated on an annual basis. The Company will also conduct a Detailed Street Light Patrol and will update the inventory of street lighting facilities within the Municipality after completion of the patrol.

**g) Detailed Street Light Patrol**

Detailed Street Light Patrols shall include an inspection of each Company-owned street light as well as audit services to verify the quantity, wattage, rate, and ownership of such street lights. Any changes identified during the inspection or audit, in comparison to the then most recently completed previous audit, will be noted and the street light records will be updated after completion of the patrol. It should be noted that a Municipality with multiple street light circuits may not all be audited within the same calendar year, however, all street light circuits will be inspected and audited within the street light patrol cycle. Metered street lights owned by the Municipality will not be part of the Detailed Street Light Patrol and the Municipality is responsible for inspecting its own street lights. Upon request, the Company shall provide to the Municipality a list of the standard street light offerings of the Company at the time of the request.

As of the date of this Agreement, Detailed Street Light Patrols will be conducted by the Company on a seven to nine year cycle. In the event that the Company wishes to change the scheduling of this cycle, no such change in schedule will be effective without:

- i) the Company having provided the Municipality with prior notice of its intention to effect any such change; and
- ii) the Municipality having a reasonable amount of time to challenge such change before the Commission, if the Municipality wishes to do so.

**12) INCREASE IN MUNICIPAL BOUNDARIES**

Where the Municipal Service Area is increased through annexation or otherwise by:

- a) 640 acres or more; or
- b) less than 640 acres, but where such annexation or other increase constitutes at least 25% of the then current area;

the Municipality shall have the right to:

- i) purchase the portion of the Distribution System within the increased area provided that the Municipality gives notice in writing to the Company of its intention to purchase within ninety (90) days of the effective date of the increase in area. If the Parties are unable to agree on price or terms and

conditions of the purchase, the unresolved matters shall be referred to the Commission for determination;

- ii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area, except that, and subject to Commission approval, the Municipality may require the Company to charge the Consumers within the increased area a different franchise fee percentage; or
- iii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or otherwise, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area. In the event that the Municipality increases its area and the result is that a third party (including an REA) owns, operates or controls any existing electrical distribution facilities or lighting within the newly increased area, the Municipality agrees that it will support the Company's efforts to purchase the electrical distribution facilities or, to the extent that it has the authority to do so, otherwise require such third party to sell such facilities to the Company, unless the Municipality otherwise exercises its rights under this Article, however, nothing in this Article will require the Municipality to take any action which will directly prevent the annexation from being approved.

Where the Municipality increases its area through annexation or otherwise, the Company shall be responsible for all reasonable external legal costs, fees and disbursements incurred by a Municipality in its efforts to have any electrical distribution facilities sold to the Company by any third party owner.

### **13) RIGHT OF FIRST REFUSAL TO PURCHASE**

- a) If during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of or purchase the Distribution System which the Company is willing to accept, then the Company shall promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality shall during the next ninety (90) days, have the right of first refusal to operate, take control of or purchase the Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.
- b) This right of first refusal only applies where the offer pertains to the Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the

Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

#### **14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM**

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

Before undertaking any Major Work or in any case in which the Municipality specifically requests any Major Work, the Company will submit to and obtain the approval from the Municipality, or its authorized officers, of the Plans and Specifications for the proposed Major Work and its location. Approval by the Municipality shall not signify approval of the structural design or the ability of the Work to perform the function for which it was intended. The Company agrees that the Municipality may use such Plans and Specifications for any other proper municipal purpose provided that it shall not use such Plans and Specifications for any purpose or in any manner that may reasonably have an adverse effect on the Company without first obtaining the prior written consent of the Company, such consent not to be unreasonably withheld.

In the event that the Municipality uses such Plans and Specifications for any purposes whatsoever other than for the granting of an approval under this Article, the Municipality acknowledges and agrees that the Company shall not be liable for any liability, actions, demands, claims, damages, losses and expenses (including all legal fees, costs and disbursements) whatsoever as a result of the Municipality's use of or reliance upon such Plans and Specifications.

For greater clarity, the Municipality acknowledges that the Company does not represent, warrant or guarantee the accuracy of the Plans and Specifications provided to the Municipality under this Article for any purpose other than enabling the Municipality to conduct its approval process in accordance with this Article. Prior to commencing any Work, the Company shall obtain such other permits as are required by the Municipality.

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

For the purposes of obtaining the approval of the Municipality for Major Work under this Agreement, the Company will provide the Municipality with the Plans and Specifications for the proposed Major Work in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System. Notwithstanding anything to the contrary that may be contained in any approvals granted under this Agreement, as liability and indemnification are dealt with under the EUA (and the regulations promulgated thereunder) and in Article 19 of this

Agreement, the Company and the Municipality agree that any approval granted under this Agreement that incorporates an indemnity provision different than the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, shall, to the extent necessary to eliminate such difference, be deemed to be rejected and shall form no part of the agreement between the Company and the Municipality regarding the subject matter of this Agreement unless such approval:

- i) explicitly amends the liability and indemnification provisions of this Agreement, wherein this Agreement is specifically referenced as being superseded; and
- ii) is accepted in writing by both Parties. In addition, for the purpose of clarity, any approval granted under this Agreement shall be subject to the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement.

**b) Restoration of Municipal Property**

The Company agrees that when it or any agent employed by it undertakes any Work on any Municipal Property, the Company shall complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, the Company shall forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear and to the satisfaction of the Municipality acting reasonably. The Company shall, where reasonable and prudent, locate its poles, wires, conduits and cables down, through and along lanes in preference to streets.

The Company further covenants that it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company shall use commercially reasonable efforts to not interfere with existing Municipal Property. If the Company causes damage to any existing Municipal Property during the performance of any Work, it shall cause such damage to be repaired at its own cost to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear.

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

**c) Urgent Repairs and Notification to Municipality**

If any repairs or maintenance required to be made to the Distribution System are of an urgent nature because of safety concerns or because reliability is materially compromised or potentially materially compromised, the Company shall be entitled to conduct such repairs or maintenance as are commercially reasonable, without prior notice to the Municipality, on the understanding and agreement that the Company will provide written or verbal notice to the Municipality as soon as practicable, and in any event no later than seventy-two (72) hours after the repairs are commenced.

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

**d) Company to Obtain Approvals from Other Utilities**

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

**e) Revised Plans and Specifications**

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

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

- ii) allowing the Municipality access to such web-based forum.

**f) Approvals**

Where any approvals are required to be obtained from either Party under this Article, such approvals shall not be unreasonably withheld. Where an approval is requested from a Party under this Article, an approval, or a disapproval along with a reasonable explanation of the disapproval, or, at a minimum, the reasons for the delay shall be communicated to the other Party within ten (10) business days of receipt of the request for an approval.

**15) RESPONSIBILITIES FOR COST OF RELOCATIONS**

- a) Subject to Article 15b), upon receipt of one (1) year's notice from the Municipality, the Company shall, at its own expense, relocate to, on, above or below Municipal Property such part of the Distribution System that is located on Municipal Property as may be required by the Municipality due to planned Municipal construction.
- b) The cost of any relocations referred to in Article 15a) shall be recovered on a specific municipal based rider or any other method approved by the Commission, or if such a rider or other method is not approved by the Commission, the Municipality shall be responsible for such costs. In order to encourage the orderly development of Municipal facilities and the Distribution System, the Municipality and the Company agree that they will meet regularly to:
  - i) review the long-term facility plans of the Municipality and the Company;
  - ii) determine the time requirements for final design specifications for each relocation; and
  - iii) determine the increased notice period that may be required beyond one (1) year for major relocations.

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

If the Company fails to complete the relocation of the Distribution System in accordance with the preceding paragraph, or fails to repair or do anything else required by the Company pursuant to this clause in a timely and expeditious manner to the satisfaction of the Municipality, acting reasonably, the Municipality, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to, but is not obligated to, seek an order of specific performance to require the Company to complete the work.

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

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

#### **16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE**

At no cost to the Municipality, with the exception of customer contributions, the Company shall, at its sole cost and expense, on a timely basis and pursuant to its Terms and Conditions, use its best efforts on a commercially reasonable basis to meet the Distribution System expansion requests of the Municipality or a Consumer, and provide the requisite facilities for connections for new Consumers to the Distribution System.

For the purposes of this Agreement, and subject to Schedules "B" and "C", it is understood and agreed that the Municipality cannot insist on relocating or upgrading any overhead lines to an underground service, if there is a less expensive or more practical solution. If there is not a less expensive or more practical solution, the Municipality and the Company will meet to negotiate suitable arrangements.

#### **17) JOINT USE OF DISTRIBUTION SYSTEM**

##### **a) Municipal Use**

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the Distribution System by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the Distribution System of the Company for any reasonable municipal purpose (that is not commercial in nature or that could reasonably adversely affect the Company's exclusive franchise, as granted by the Municipality under this Agreement), at no charge by the Company to the Municipality, provided at all times that such use complies with the intended use.

The Municipality is responsible for its own costs, for the costs of removing any signage or repairing any of the facilities of the Company, and any necessary and reasonable costs incurred by the Company, including the costs of any alterations that may be required in using the poles and conduits of the Company.

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the rights of way by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the rights of

way of the Municipality, at no charge by the Company to the Municipality, provided at all times that such use of the rights of way complies with the intended use.

The Company agrees to act reasonably and in a timely manner in making its determination above. Where a request is made by a Municipality to the Company under this Article 17a), the confirmation, the inability to provide a confirmation along with a reasonable explanation of the reasons why a confirmation cannot be provided, or the reasons for the delay shall, at a minimum, be communicated to the Municipality within five (5) business days of receipt of the request.

**b) Third Party Use and Notice**

The Company agrees that should any third party, including other utilities, desire to jointly use the Company's poles, conduits or trenches or related parts of the Distribution System, the Company shall not grant the third party joint use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees that the following procedure shall be used in granting permission to third parties desiring joint use of the Distribution System:

- i) first, the third party shall be directed to approach the Company to initially request conditional approval from the Company to use that part of the Distribution System it seeks to use;
- ii) second, upon receiving written conditional approval from the Company, the third party shall be directed to approach the Municipality to obtain its written approval to jointly use that part of the Distribution System on any Municipal Property or right-of-way; and
- iii) third, upon receiving written conditional approval from the Municipality, the third party shall be directed to obtain final written approval from the Company to jointly use that part of the Distribution System.

Providing the Company has not precluded the Municipality's ability to obtain compensation or has entered restrictive agreements with any third parties using any Municipal Property, the Municipality agrees that the procedure outlined above shall apply only to agreements made after January 1, 2011.

**c) Cooperation**

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in any negotiations with third parties desiring joint use of any part of the Distribution System located on Municipal Property.

**d) Payment**

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

The compensation paid or to be paid by such third party to the Company for the joint use of its poles, conduits or related parts of the Distribution System shall be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality's right to intervene in any related regulatory proceeding.

**e) Provision of Agreements**

Upon request by the Municipality, the Company shall provide to the Municipality a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System. The Company shall be entitled to redact:

- i) any confidential or proprietary information of the Company or the third party; and
- ii) such information that it reasonably determines to be of a commercially or competitively sensitive nature, from any such copy provided.

An inventory listing of these agreements shall be updated by the Company and provided to the Municipality upon request and at no cost to the Municipality. The Municipality agrees that the requirement to provide the Municipality with a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System outlined above shall apply only to agreements made after January 1, 2001.

The Company acknowledges that it does not have the authority to allow nor to grant to any third party the right to use any right-of-way that the Municipality authorized the Company to-use.

**f) Compensation for Costs**

Subject to Article 17c), in the event that either Party to this Agreement is required by law to appear before any applicable regulatory authority, including the Canadian Radio-television and Telecommunications Commission ("CRTC"), the Commission, or a court of law, as a direct result of the actions of the other Party (the "Denying Party") relating to the denial of use to a third party of any part of the Distribution System, then the Denying Party shall pay all reasonable and necessary legal costs incurred by the other Party that are directly related to any such regulatory or judicial proceeding.

## 18) MUNICIPALITY AS RETAILER

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

## 19) RECIPROCAL INDEMNIFICATION AND LIABILITY

- a) It is intended that this provision create reciprocal rights and obligations between the Company and the Municipality.
- b) The Company, as an owner of the Distribution System, is provided liability protections under the EUA, and nothing in this Agreement is intended to abrogate, alter or diminish the liability protections granted to the Company under the EUA. The Company further acknowledges and agrees that the liability protection provisions, if any, under the EUA shall apply, with the necessary changes, to the Municipality with reciprocal rights thereunder.
- c) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
  - i) any breach by the Company of any of the provisions of this Agreement; or
  - ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- d) The Municipality shall indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:
  - i) any breach by the Municipality of any of the provisions of this Agreement; or
  - ii) the negligence or wilful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, that has a direct adverse effect on the Electric Distribution Service of the Company.
- e) In accordance with the liability protections under the EUA, notwithstanding anything to the contrary herein contained, in no event shall the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any loss or damage other than direct loss or damage, howsoever caused or contributed to. For the

purpose of this Article, "direct loss or damage" does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special or consequential loss or damage whatsoever, arising out of or in any way connected with this Agreement or the actions or omissions of the Company or the Municipality.

## **20) ASSIGNMENT**

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

The Company agrees to provide the Municipality with reasonable prior written notice of a sale of the Distribution System to a third party purchaser. The Parties shall thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of this Agreement.

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of this Agreement to the third party purchaser. The Municipality agrees that it may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of this Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern. Should the Municipality not reply within the thirty (30) day period, it is agreed that the Municipality will be deemed to have consented to the assignment. The Company further agrees that, when it applies to the Commission for approval of the sale, it will include in the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality shall have the right to make its own submissions to the Commission.

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

Where the Commission approves such sale of the Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement, the Company shall be released from all its liabilities and obligations hereunder.

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

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, shall provide written notice to the Municipality indicating that it will assume all liabilities and obligations of the Company under this Agreement. Any disputes arising under the operation of this Article shall be submitted to the Commission for determination.

## **21) NOTICES**

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

a) To the Company:

FortisAlberta Inc.  
Address: 4540-48th Ave  
Facsimile: (866) 352-4023  
Attention: Stan Orlesky, Supervisor, Stakeholder Relations Manager

With a copy to:

FortisAlberta Inc.  
Address: 320 -17st South West, Calgary, Alberta, T2S 2V1  
Facsimile: 403-514-4001  
Attention: Legal Department

b) To the Municipality:

Municipality: Town of Rimbey  
Address: 4938-50th Avenue Rimbey, AB T0C 2J0  
Facsimile: (403) 843-6599  
Attention: Mr. Tony Goode, Chief Administrative Officer

c) The date of receipt of any such notice as given above shall be deemed to be as follows:

- i) in the case of personal service, the date of service;
- ii) in the case of registered mail, the seventh (7<sup>th</sup>) business day following the date of delivery to the Post Office, provided, however, that in the event of an interruption of normal mail service, receipt shall be deemed to be the seventh (7<sup>th</sup>) day following the date on which normal service is restored; or

iii) in the case of a fax, the date the fax was actually received by the recipient.

## 22) DISPUTE SETTLEMENT

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

The Parties shall attempt to appoint a mutually satisfactory arbitrator within ten (10) business days of the said notice. In the event the Parties cannot agree on a single arbitrator within the ten (10) business days, the dispute shall be forwarded to the Commission for resolution or determination.

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the dispute resolved by an arbitration panel in accordance with the following procedure. Each Party shall appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators shall together appoint a third arbitrator within twenty-five (25) business days of written notice for arbitration. The dispute shall be heard by the arbitration panel within forty-five (45) business days of the written notice for arbitration unless extended by mutual agreement between the Parties. The arbitration panel shall render a decision within twenty (20) business days of the last day of the hearing.

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

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

## **23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE**

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

- a) Where the Company is required to effect necessary repairs or changes to the Distribution System;
- b) On account of or to prevent fraud or abuse of the Distribution System;
- c) On account of defective wiring or other similar condition which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where insufficient energy or power is available for distribution by the Company to a consumer; or
- e) Where required by a retailer, due to non-payment of power bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Electric Distribution Service, it shall notify the Municipality as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Electric Distribution Service, the Company shall provide verbal notice to the Municipality as soon as is practicable in the circumstances.

## **24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT**

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

## **25) FORCE MAJEURE**

If either Party shall fail to meet its obligations hereunder within the time prescribed, and such failure is caused or materially contributed by an event of "force majeure", such failure shall be deemed not to be a breach of the obligations of such Party hereunder, but such Party shall use best efforts on a commercially reasonable basis to put itself in a position to carry out its obligations hereunder. The term "force majeure" shall mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, acts of terrorism (either foreign or domestic), sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority having jurisdiction (excluding in the case of the Municipality that requires an approval from itself, the particular Municipality), civil

disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances shall be deemed not to be an event of "force majeure".

## **26) TERMS AND CONDITIONS**

The Terms and Conditions that apply to the Company and are approved by the Commission, as revised or amended from time to time by the Commission, shall apply to the Municipality.

## **27) NOT EXCLUSIVE AGAINST HER MAJESTY**

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

## **28) SEVERABILITY**

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

## **29) AMENDMENTS**

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

## **30) DISSOLUTION**

In the event that the Municipality intends or resolves to dissolve:

- a) this Agreement shall be assigned to the successor governing authority to the Municipal Service Area;
- b) subject to an agreement to the contrary between the Company and the successor party, the Municipal Service Area of the Municipality as at the date of dissolution shall thereafter be the Municipal Service Area of the successor party for the purposes of this Agreement; and

- c) the rights and obligations contained herein shall otherwise continue and shall be binding upon the Company and the successor party.

**31) WAIVER**

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

**32) CONFIDENTIALITY**

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

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

**MUNICIPALITY**

PER: \_\_\_\_\_  
Name: Mr. Sheldon Ibbotson  
Title: Mayor

PER: \_\_\_\_\_  
Name: Mr. Tony Goode  
Title: Chief Administrative Officer  
(Bylaw attached)

**FORTISALBERTA INC.**

PER: \_\_\_\_\_  
Name: Mike Pashak  
Title: Vice President of Customer Service

PER: \_\_\_\_\_  
Name: Cam Aplin  
Title: Vice President, Field Operations

## **SCHEDULE "A"**

### *Core Services*

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

- 1) The Electric Distribution Service required to be provided by the Company pursuant to the Company's Distribution Tariff, the EUA, any regulations thereto, and any Commission orders and decisions;
- 2) The Company shall provide to the Municipality, on request, copies of any and all Electric Distribution Service related written information or reports required to be filed with the Commission, with the exception of responses to questions from interveners or the Commission related to rate hearings. A list of service area wide distribution services related measures requested by the Commission could include:
  - a) The results of customer satisfaction surveys relating to the services provided by the Company;
  - b) The indices of system reliability;
  - c) The responses to notification of outages and hazards;
  - d) Call Centre targets and statistics as related to the services provided by the Company;
  - e) Consumer connect service and disconnect service statistics;
  - f) Meter reading frequency and accuracy statistics;
  - g) Consumer complaints related to the services provided by the Company; and
  - h) Employee safety statistics.

Notwithstanding the above, should the Company implement Commission approved Performance Based Regulation ("PBR"), it will provide the Municipality, on request, the results of the Performance Standards as set out in the PBR.

- 3) The Company shall provide to the Municipality, upon request, an annual report on the following standards specific to the Municipality:
  - a) Reliability measures, to the extent that distribution feeders are an appropriate indicator of the overall reliability for the Municipality. In some cases, the distribution feeder information will be an appropriate indicator of the overall reliability in a Municipal Service Area. In other cases, where the distribution feeder serves customers outside of the Municipal Service Area, it may not be appropriate indicator;

- b) The total number of outages, by distribution feeder, for each of the preceding three (3) years;
- c) The average duration of the outages, by distribution feeder, for each of the preceding three (3) years;
- d) Street light performance, as discussed in Schedule "C";
- e) Subject to any applicable privacy legislation, the Code of Conduct Regulation under the EUA, or other rules prohibiting or restricting such disclosure, a spreadsheet listing:
  - i) The total number of sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - ii) The total number of Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - iii) The total kWh of electricity consumed by Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - iv) The total kWh of electricity consumed at Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - v) The franchise fee revenue collected from Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - vi) The franchise fee revenue collected from the Municipality from sites the Municipality owns within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years; and
  - vii) Such other information as may be agreed upon by the Parties from time to time, and
- f) A copy of the Annual Service Quality Report as provided by the Company to the Commission as per Rule 2 which provides overall company Service Reliability Measures and Customer Satisfaction Measures.

Where privacy legislation, the Code of Conduct Regulation under the EUA, or other rules under the EUA prohibiting such disclosure prevent the Company from providing the information above, the Company shall make reasonable attempts to aggregate the information by aggregating rate classes in order to comply with the applicable rules, but shall not be obligated to provide such aggregated information if

the Company does not believe such aggregation will allow the Company to comply with the applicable rules.

In the event that the service levels indicated in the Annual Service Quality Report referred to in Section 3f) of this Schedule A show deterioration to the extent that the Municipality or Municipal Service Area is materially adversely impacted, the Municipality shall contact its appropriate Company representative in an effort to remedy any identified deficiencies. If such discussions are not successful in addressing the Municipality's concerns, the Municipality shall then contact senior management of the Company to determine appropriate solutions.

## SCHEDULE "B"

### *Extra Services*

- 1) Where the Municipality requests Extra Services, the Company will provide its applicable operations and maintenance standards for Distribution System field services.
- 2) If the Company and the Municipality agree that the Company will provide Extra Services requested by the Municipality, the Parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.
- 3) In consideration for the provision of the Extra Services, the Municipality shall pay to the Company the sum of \_\_\_\_\_ (\$\_\_\_\_\_.00) which may be deducted from the franchise fee.
- 4) Annually, the Company shall provide a written report to the Municipality, outlining the actual performance of the Extra Services provided and the related costs for each service for the Municipality to assess if the performance standards have been met.
- 5) Nothing in this Agreement precludes the Company from subcontracting with the Municipality to provide all or any part of the Extra Services to the Municipality.

## SCHEDULE "C"

### *Street Lighting*

- 1) As set out in Article 11c) of this Agreement, once all street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company agrees to provide the following services for street lighting within the Municipal Service Area as part of its Core Services:
  - a) **Lights-out Patrols:** On a monthly basis, during the time period of September 15<sup>th</sup> to May 15<sup>th</sup>, the Company will conduct a "lights-out" street light patrol to identify lights that are not working. Formal street light patrols will not be conducted during the summer months; however, normal reporting and replacement procedures will be maintained.
  - b) **Lights-out:** The Company will replace or repair a failed light identified in its patrol or reported by customers, within two (2) weeks. If the reported light is not replaced or repaired within two (2) weeks, the Company will provide a two (2) month credit to the Municipality based on the rate in the Distribution Tariff for the failed lights. Such two (2) month credit shall continue to apply for each subsequent two (2) week period during which the same failed light(s) have not been replaced. The Company agrees to use good faith commercially reasonable efforts to replace or repair:
    - i) failed street lights at critical locations; or
    - ii) failed street lighting circuits at any location, as the case may be, as soon as possible. The location of the critical street lights will be agreed to by both Parties.
  - c) **Underground Breaks:** As a minimum, the Company will provide a temporary overhead repair within two (2) weeks of an identified or reported outage. Underground breaks identified during the summer months of April 15<sup>th</sup> to September 15<sup>th</sup> will be repaired (underground) by October 31<sup>st</sup> of the current summer construction period. A permanent repair will be made by October 31<sup>st</sup> of the next year if the outage is identified between the winter months of September 15<sup>th</sup> to April 15<sup>th</sup>.
  - d) **Street light Painting:** The Company will provide a regular street light "painting" patrol as part of its Street light inspection program. The Municipality may request that it participates in select street light inspection patrols and may review the results of the street light inspection program. Street lights that are identified as requiring immediate work through the Street light inspection program will be re-painted by October 31<sup>st</sup> of the next maintenance season.

- e) **Street light Pole Test Program:** Street lights will be tested at least every nine (9) years as part of the Company's Pole Test Program. This program will identify poles that need to be replaced and those that should be treated. This replacement and treatment work will be completed by October 31<sup>st</sup> of the next summer maintenance season.
  - f) **Street light Patrols:** The Company will include regular street light inspection patrols as part of its inspection of equipment and lines, as specified in the Alberta Electrical Utility Code.
- 2) On an annual basis, the Company will provide the Municipality with:
- i) the number of "lights-out" identified from the street light patrols;
  - ii) the number of temporary overhead repairs of street lights at year-end; and
  - iii) the number of permanent underground repairs of street lights made during the year.

# TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	June 24, 2013		
Agenda Item No.	7.1	Confidential	Yes	No	XX
Topic	2013 Municipal Election				
Originated by	Tony Goode		Title	CAO	

**BACKGROUND:**

The General Municipal Election is October 21, 2013. Commencing with the year 2013, the members of an elected authority elected at a general election hold office for a term of 4 years and a general election shall be held every 4<sup>th</sup> year.

Nomination Day is September 23, 2013. Nominations will be accepted by the Returning Officer at the Town of Rimbey Administration Office from 10:00 am. to 12:00 noon, local time.

Documentation Attached:	Yes	XX	No
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**DISCUSSION:**

Municipal Affairs has supplied calendars indicating timelines as to when certain criteria for the election should be completed.

LAEA Sec 13(1) An elected authority may, by resolution, appoint a returning officer for the purposes of conduction elections under this act.

LAEA Sec 73(1) An elected authority may by resolution provide for holding an advance vote on any vote to be held in an election.  
 (2) No advance vote shall be held within 24 hours of election day.  
 (3) If a resolution is enacted under subsection (1), the returning Officer must determine the days and hours when the advance vote is to be held.

**RECOMMENDED ACTION:**

Administration recommends Kathy Blakely be appointed as Returning Officer and Melissa Beebe be appointed as Deputy Returning Officer.

Administration recommends an advance vote be held on Wednesday, October 9, 2013 from 10:00 am to 8:00 pm in the Keyera Lougheed Community Centre, Kinsmen Room and an advance vote be held on Saturday, October 12, 2013, from 10:00 am to 2:00 pm in the Lobby of the Parkland Manor.

CAO				
DISTRIBUTION:	Council:	Admin:	Press:	Other:

**PART I**

**ELECTION CALENDARS**

ELECTION CALENDAR: *OTHER THAN SUMMER VILLAGES*

April 2013

<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Saturday</i>
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15 School Boards may pass a bylaw, prior to April 15, requiring disclosure of campaign contributions and expenses s. 11B	16	17	18	19	20
21	22	23	24 Last day for Council to pass a bylaw to change the division or ward system for the general election s. 149 MGA  Last day for Council to pass a bylaw to change the manner in which the chief elected official is elected appointed s. 151 MGA	25	26	27
28	29	30				

ELECTION CALENDAR: *OTHER THAN SUMMER VILLAGES*

May 2013

<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Saturday</i>
			<b>1</b> <i>Study Local Authorities Election Act, Municipal Government Act, and School Act</i>	<b>2</b>	<b>3</b>	<b>4</b>
<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>
<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b> <i>Last day to pass a bylaw providing for additional number and types of identification to verify name and address of an elector. See Ministerial Order L:011/13 s 53</i>	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	

ELECTION CALENDAR: *OTHER THAN SUMMER VILLAGES*

June 2013

<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Saturday</i>
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 Council may pass a bylaw to authorize the use of voting machines s. 84	18	19	20	21	22
23	24	25 May pass a bylaw prior to June 30 to provide that election day is to be the Saturday before October 21, 2013 s. 11(2)	26 May pass a bylaw prior to June 30 specifying the minimum number of electors required to sign the nomination of a candidate for office, if over 5. s. 27(2)	27 May pass a bylaw prior to June 30 allowing returning officers to accept nominations prior to 10 am and establishing additional locations where a deputy may receive nominations s. 28(2)	28 May pass a bylaw prior to June 30 allowing voting stations to open prior to 10 am s. 46 (2)(2 1)	29
30						

ELECTION CALENDAR: *OTHER THAN SUMMER VILLAGES*

July 2013

<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Saturday</i>
	<b>1</b> Municipal employees wishing to be nominated as a candidate in an election, including school trustees, should notify their employer that they are taking a leave of absence s. 22 (5), (5.1)	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>7</b>	<b>8</b> Council may pass a bylaw to authorize the compiling of voters list s. 50	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>
<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b> Council may pass a bylaw to authorize the printing of ballots in lots no later than two months prior to an election (August 19, 2013) s. 43			

ELECTION CALENDAR: OTHER THAN SUMMER VILLAGES

August 2013

<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Saturday</i>
Set fees for election officers, arrange for voting stations and establish rental rates				<b>1</b> Council may establish a bylaw to enact a modified voting system s. 160	<b>2</b> Council may, by resolution, appoint a returning officer if someone other than the administrator is to be the returning officer s. 13	<b>3</b>
<b>4</b>	<b>5</b> Council may pass a bylaw not less than 30 days prior to nomination day requiring a deposit with nomination papers (August 24, 2013) s. 29	<b>6</b>	<b>7</b>	<b>8</b> Order or prepare nomination papers and supplies	<b>9</b>	<b>10</b>
<b>11</b>	<b>12</b> Returning officers take official oaths. Deputy, enumerators and constables must sign prescribed statement. s. 16	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>
<b>18</b>	<b>19</b> Council may pass a bylaw to authorize the printing of ballots in lots s. 43 This is the last day to pass this bylaw	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b> Council may, by resolution, provide for an advanced vote s. 73	<b>24</b>
<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b> Council may pass a bylaw prior to nomination day to discontinue an election for an office for which a candidate has died s. 33	<b>29</b> Council may, by resolution, provide for incapacitated elector voting at home s. 79	<b>30</b> Council may, by resolution, set an earlier deadline for when special ballots must be received by a returning officer s. 77.2 (3.1)	<b>31</b>

ELECTION CALENDAR: *OTHER THAN SUMMER VILLAGES*

September 2013

<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Saturday</i>
1 Appoint deputies, constables and all other persons as needed s 14	2	3	4	5	6	7
8	9 Provide for first notice of nomination day s 26	10	11	12	13	14
15	16 Provide for second notice of nomination day s 26	17	18	19	20 Ensure all is ready for nomination day	21 Nomination day (if bylaw passed) s 11
22	23 Nomination Day s 25 Hours s 28 Deposits s 29 Acclamations s 34	24 Candidate may withdraw nomination within 24 hours if more nominations received than required s 32	25 Order election materials s 42,43	26 Establish voting stations s 37 Establish advance voting stations if required s 75	27	28
29	30 Prepare notice of election form s 35 Prepare notice of advanced vote, if required s 74					

ELECTION CALENDAR: *OTHER THAN SUMMER VILLAGES*

October 2013

<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Saturday</i>
		<b>1</b>	<b>2</b> Conduct training, distribute election materials and have election officers subscribe to the official oath.	<b>3</b>	<b>4</b>	<b>5</b>
<b>6</b>	<b>7</b> Provide for the first notice of election day s 25	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>13</b>	<b>14</b> Provide for the second notice of election day s 25	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b> ELECTION DAY (if bylaw passed) s 11
<b>20</b>	<b>21</b> ELECTION DAY s. 11	<b>22</b> Retain sealed ballot boxes for six weeks s 101	<b>23</b> Recount may be requested prior to 4 pm s 98	<b>24</b> Prepare for organization meeting MGA s 192	<b>25</b> If a recount is required, it must be completed by noon s 98 At noon, announce or post a statement of results depending on election day s 97	<b>26</b>
<b>27</b>	<b>28</b> Hold organizational meeting not later than two weeks after the third Monday in October MGA s 192	<b>29</b>	<b>30</b>	<b>31</b>		

ELECTION CALENDAR: *OTHER THAN SUMMER VILLAGES*

November 2013

<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Saturday</i>
					1	2
3	4 Last day to hold organizational meeting MGA's 192	5	6	7	8	9 Depending on the election day this is the last day for an elector to request a judicial recount s 10 <sup>2</sup>
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

ELECTION CALENDAR: *OTHER THAN SUMMER VILLAGES*

December 2013

<i>Sunday</i>	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>	<i>Saturday</i>
1	2 Depending on election day, this could be the first day election material may be destroyed, unless ruled otherwise by a judge s. 101	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	March 1, 2014 - Last day for candidates for council to file Form 21 Campaign Disclosure Statement and Financial Statement. s. 147.4			

# TOWN OF RIMBEY AGENDA ITEM

Meeting	Council	Meeting Date	June 24, 2013		
Agenda Item No.	7.2	Confidential	Yes	No	X
Topic	Pool Donation for "Swim for Somalia" Fundraising Swim				
Originated by	Kira More		Title	Pool Manager	

**BACKGROUND:**

I have been discussing holding a fundraising marathon swim with Emily Falk, a previous employee at the Rimbey Aquatic Centre. The organization that would be running this fundraiser, B.R.I.T.E., aims to provide young girls and women with life skills and opportunities that can be a catalyst for change and improvement in the lives of themselves, their families and their community.

The function would most likely be held from mid-morning to early evening on August 17<sup>th</sup>, and include a guest speaker and live band, in addition to the main event, a team-based marathon swim.

To hold the "Swim for Somalia", B.R.I.T.E. would require a donation of pool rental time. Without this donation, B.R.I.T.E. would be unlikely to hold the fundraiser, as they are a non-profit organization and operate on an extremely low budget.

Documentation Attached:	Yes	X	No
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**DISCUSSION:**

I believe holding this swim at the Rimbey Aquatic Centre would be an excellent decision—it will be advertised in many towns and cities in the area. As such, it will bring in a number of people who wouldn't necessarily visit our facility otherwise. The donation of our pool's time and the holding of a large scale fundraiser would be excellent publicity for the Town, showing support for both the Red Deer operated charity and global initiative. As well, I believe this swim would foster a sense of community and pride in our town.

**RECOMMENDED ACTION:**

I recommend we donate the rental time of the pool for the entire day of August 17<sup>th</sup>, 2013.

CAO



DISTRIBUTION:	Council:	Admin:	Press:	Other:
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June 7, 2013

Dear Rimbey Recreation Services,

As President of B.R.I.T.E. – Bringing Relief, Inspiring Through Education - and former employee of the Rimbey Aquatic Center, I am writing to request the use of your facility for the '2013 Swim for Somalia' fundraiser this summer.

B.R.I.T.E. is the founding and local volunteer Chapter of the Global Enrichment Foundation (GEF) which is a non-profit organization, founded in 2010 by former Red Deerian, and kidnap survivor, Amanda Lindhout. GEF is dedicated to igniting leadership through educational and community-based empowerment programs, while undertaking humanitarian and life-saving emergency interventions in times of crisis. Key to GEF's mission is providing women and girls with opportunities to empower themselves through education and economic capacity building - paving the way for all individuals to be agents of change and effective advocates for themselves, their family and their community.

It is my hopes to use the Rimbey Aquatic Center for this fundraiser in support of the Global Enrichment Foundation. The B.R.I.T.E. team would like to organize a swim marathon in which both teams and individuals can register. Following the swim we hope to arrange for a guest speaker and live musicians allowing participants to meet, mingle, and network – thus fostering a connection between participants as we work towards building a stronger, more inclusive community both locally and globally. We have yet to work out all of the logistics of the event as I would like to secure a facility/time frame before we make any concrete plans.

We operate with an extremely low budget as we strive to have absolutely all profits directed towards empowerment initiatives in Somalia, and I am wondering if you would be interested in working with us on this initiative. Is there a possibility of having the pool rental donated for this event? If so, would Saturday, August 17<sup>th</sup> be a possibility? Is it possible to have the pool space donated for the day, or afternoon?

This is an excellent opportunity to have your facility and the town of Rimbey recognized for their support. Businesses will greatly benefit from the influx of swim participants, thus boosting the town economy. Additionally, the Rimbey Aquatic Center will benefit from the influx of individuals into your new facility - building a wide network of support as individuals spread the



word about your new facility and how wonderful and family friendly it is. The swim also has the potential to bring locals together for a good cause – strengthening a sense of community and

solidarity within the town itself. Lastly, the 2013 Swim for Somalia will have an abundance of media attention - it will be advertised in Red Deer, Sylvan Lake, and surrounding communities. Once again, this is an excellent opportunity to recognize Rimbey's commitment and dedication to excellence both within the community and on a more global scale.

Please let me know what you think and please do not hesitate to contact me if you have any questions, concerns, or require any further information.

Thank you for your time and consideration. It is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Emily Falk".

EMILY FALK | President, B.R.I.T.E  
Red Deer Chapter, Global Enrichment Foundation  
[emily@globalenrichmentfoundation.com](mailto:emily@globalenrichmentfoundation.com)/403.304.0266

SUPPORT. EDUCATE. EMPOWER.

THE GLOBAL ENRICHMENT FOUNDATION  
104, 743 Railway Avenue, Suite 713  
Canmore, AB Canada | T1W 1P2  
[www.globalenrichmentfoundation.com](http://www.globalenrichmentfoundation.com)

*Dedicated to promoting peace and development in Somalia.*

# TOWN OF RIMBEY AGENDA ITEM

Meeting	Council	Meeting Date	June 24, 2013		
Agenda Item No.	7.3	Confidential	Yes	No	X
Topic	Traffic Issue In Alleyway				
Originated by	Tony Goode	Title	CAO		

**BACKGROUND:**

A letter has been received from Mr. Hornshaw regarding concerns he has with traffic in the alley way from 50<sup>th</sup> Street to 51<sup>st</sup> Street behind the Vault to the Service Credit Union.

Documentation Attached:	Yes	X	No
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**DISCUSSION:**

Attached is the letter from Mr. Hornshaw.

**RECOMMENDED ACTION:**

Administration recommends Council send a letter to Mr. Hornshaw advising the alleyway from 50<sup>th</sup> Street to 51<sup>st</sup> Street is a public roadway and all drivers are allowed to use it.

CAO 

DISTRIBUTION:	Council:	Admin:	Press:	Other:
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June 13, 2013

To the Mayor of Rimbey,

I am writing today to bring your attention to a very serious matter concerning the increased traffic in the back alley between the Servus Credit Union and The Vault. I've worked for Rimbey Builders for 20 plus years and in the last few have seen an increase in people using the back alley as a short cut instead of the main roads and driving at excessive speeds. With so much traffic, and not properly maintained, it is a serious hazard.

All the businesses on that block have several trucks, per week, delivering to them and garbage removal twice a week. We have our own trucks to load and unload as well as customers needing to pick up materials. I have seen many, many times where people are getting mad at the drivers who have the right to be there, just because they can't get through. People race up and down the alley, going way over the speed limit, putting our staff and customers in danger. We have to drive our forklifts up and down the alley every day and have had people honk their horns at us to get out of the way. When people are speeding, they don't pay attention to the forklifts coming out of the yard. There have been too many occasions where there have been close calls. These people are risking everyone's lives in a rush to get down the alley.

This alley needs to be designated "Business Traffic Only" and allowing only the people needing to be there such as staff parking at the businesses and for deliveries and not as a place to park to shop or go have lunch. I propose that someone monitor this alley for a week to see exactly what's going on. It's not a matter of "if" there will be an accident, but "when."

Sincerely,

A handwritten signature in cursive script that reads "Ross Hornshaw". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

# TOWN OF RIMBEY AGENDA ITEM

Meeting	Council	Meeting Date	June 24, 2013		
Agenda Item No.	7.4	Confidential	Yes	No	X
Topic	July 2013 Council Meeting Date Amendment				
Originated by	Tony Goode		Title	CAO	

**BACKGROUND:**

During the Organizational Meeting held October 22, 2012, Council set the date for the July 2013 Regular Council Meeting as Monday, July 15, 2013.

Documentation Attached:	Yes	No	X
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**DISCUSSION:**

Council would like to move the scheduled Monday, July 15<sup>th</sup> Council Meeting to Wednesday, July 17<sup>th</sup>, commencing at 7:00 pm.

**RECOMMENDED ACTION:**

Administration recommends Council move the previously scheduled Monday July 15<sup>th</sup> Council Meeting to Wednesday, July 17<sup>th</sup>, commencing at 7:00 pm.

CAO 	
<b>DISTRIBUTION:</b>	Council:      Admin:      Press:      Other:

# TOWN OF RIMBEY AGENDA ITEM

Meeting	Council	Meeting Date	June 24, 2013		
Agenda Item No.	8.1.1	Confidential	Yes	No	XX
Topic	Finance Reports				
Originated by	Lori Hillis	Title	Director of Finance		
<b>BACKGROUND:</b>					
<p>Each month the Director of Finance prepares the following reports:</p> <ul style="list-style-type: none"> <li>Bank Reconciliation</li> <li>Cash Position</li> <li>Consolidated Financial Report</li> <li>Accounts Payable Cheque Listing</li> <li>Council Expenses</li> </ul>					
Documentation Attached:	Yes	XX	No		
<b>DISCUSSION:</b>					
<p>Attached is the Bank Reconciliation to May 31, 2013, Cash Position to May 31, 2013, Consolidated Financial Report to May 31, 2013, Accounts Payable Cheque Listing for the period ending June 17, 2013 and Council Expenses to June 15, 2013.</p>					
<b>RECOMMENDED ACTION:</b>					
<p>Administration recommends Council accept the Bank Reconciliation to May 31, 2013, Cash Position to May 31, 2013 and the Consolidated financial Report to May 31, 2013.</p> <p>Administration recommends Council accept the Accounts Payable Cheque Listing for the period ending June 17, 2013, as presented.</p> <p>Administration recommends Council accept the Council Expenses to June 15, 2013 as presented.</p>					
CAO					
DISTRIBUTION:	Council:	Admin:	Press:	Other:	

**TOWN OF RIMBEY  
Bank Reconciliation  
as at May 31 2013**

**ATB (23 and 24)  
General**

Balance April 30, 2013	2,369,936.84
Add:	
Receipts	1,223,919.01
Interest	2,252.70
Less:	
Expenses	-575,400.83
Debenture and loan payments	-137,693.81
School requisition	
Bank charges	-231.45
Balance May 31, 2013	<u><u>2,882,782.46</u></u>
Represented by:	
General Account	1,231,554.84
Savings Account	1,651,227.62
	<u><u>2,882,782.46</u></u>

**Town of Rimbey  
Cash Position  
As of May 31, 2013**

		<b>May 31, 2013</b>
Bank Account		
Cash		2,882,782.46
Investments		0.00
	Total	2,882,782.46
 Less:		
Other Reserves/Allowances		900,941.87
Trust Accts.		253,148.58
Unexpended Grant Revenue		
BMTG Grant		142,680.00
FGTG Grant		139,865.00
AMIP Grant		8,551.00
MSI Capital Grant		1,248,546.76
Hospital Storm Sewer Grant		92,228.41
Monies Spent on Capital Items		(322,557.25)
	Total	2,463,404.37
		<b>419,378.09</b>
 <b>Unrestricted Cash</b>		
Budgeted 2013 Operating Expenses	\$0.00	
2013 Debt Principal Payments	\$0.00	
	\$0.00	
0 / 12 = 424,673		
Two Month Average Operations		0.00
		<b>419,378.09</b>
		<b>419,378.09</b>

**Town of Rimbey**  
**Consolidated Financial Statement As of Month Ending May 31, 2013**

OPERATING Department	Budgeted			YTD Actual			Bal. of Budget
	Revenues	Expenses	Surplus/Deficit	Revenues	Expenses	Surplus/(Deficit)	Remaining
General Administration (10)	3,575,394.00		3,575,394.00	3,545,803.23		3,545,803.23	(29,590.77)
Council (11)		111,455.00	(111,455.00)		39,787.93	(39,787.93)	71,667.07
Administration (12)	15,649.00	683,805.00	(668,156.00)	3,015.62	261,682.99	(258,667.37)	409,488.63
General Operating (12-13)		100,980.00	(100,980.00)		19,297.81	(19,297.81)	81,682.19
Police (21)	74,000.00	67,331.00	6,669.00	37,674.85	16,410.78	21,264.07	14,595.07
Fire (23)	63,000.00	106,664.00	(43,664.00)	1,850.00	29,445.08	(27,595.08)	16,068.92
Disaster Services (24)		7,950.00	(7,950.00)			0.00	7,950.00
Ambulance (25)			0.00			0.00	0.00
Bylaw Enforcement (26)	162,050.00	141,862.00	20,188.00	1,660.00	17,560.88	(15,900.88)	(36,088.88)
Public Works (32)	3,000.00	511,301.00	(508,301.00)	2,172.86	187,264.00	(185,091.14)	323,209.86
Airport (33)	1,170.00	15,388.00	(14,218.00)		2,816.07	(2,816.07)	11,401.93
Storm Sewer (37)		4,825.00	(4,825.00)		2,082.90	(2,082.90)	2,742.10
Water (41)	525,251.00	309,788.00	215,463.00	199,235.00	144,277.47	54,957.53	(160,505.47)
Sewer (42)	714,675.00	212,602.00	502,073.00	115,549.55	114,033.51	1,516.04	(500,556.96)
Garbage (43)	202,104.00	72,600.00	129,504.00	82,912.13	36,575.64	46,336.49	(83,167.51)
Recycle (43-01)	48,690.00	160,251.00	(111,561.00)	18,313.25	28,004.65	(9,691.40)	101,869.60
FCSS (51)	158,686.00	186,166.00	(27,480.00)	77,202.00	84,846.00	(7,644.00)	19,836.00
Cemetery (56)	11,900.00	50,346.00	(38,446.00)	3,897.31	3,456.28	441.03	38,887.03
Development (61)	52,400.00	99,719.00	(47,319.00)	32,329.50	42,215.78	(9,886.28)	37,432.72
Econ.Development (61-01)	20,600.00	82,985.00	(62,385.00)	14,780.00	5,836.82	8,943.18	71,328.18
RV Park (61-08)	24,400.00	16,400.00	8,000.00		6,099.38	(6,099.38)	(14,099.38)
Subdivision Land (66)			0.00			0.00	0.00
Recreation Office (72)	183,200.00	97,565.00	85,635.00	142.00	31,592.73	(31,450.73)	(117,085.73)
Pool (72-04)	135,250.00	258,821.00	(123,571.00)	3,982.86	47,665.75	(43,682.89)	79,888.11
Parks (72-05)		110,574.00	(110,574.00)		9,873.46	(9,873.46)	100,700.54
Racquetball (72-06)	22,000.00	12,750.00	9,250.00	12,372.51	3,705.58	8,666.93	(583.07)
Arena (72-09)	94,925.00	261,003.00	(166,078.00)	37,651.02	133,044.98	(95,393.96)	70,684.04
After School Program(72-10)			0.00			0.00	0.00
Recreation Programs (72-11)	24,500.00	44,313.00	(19,813.00)	6,667.15	5,924.71	742.44	20,555.44
Community Centre (74)	38,800.00	200,688.00	(161,888.00)	10,784.33	115,531.51	(104,747.18)	57,140.82
Library (74-06)	12,463.00	118,425.00	(105,962.00)		54,472.01	(54,472.01)	51,489.99
Scout Hall (74-08)		3,650.00	(3,650.00)		1,151.83	(1,151.83)	2,498.17
Curling Club (74-09)	500.00	14,000.00	(13,500.00)		15,764.03	(15,764.03)	(2,264.03)
Museum (74-12)		108,112.00	(108,112.00)		15,555.27	(15,555.27)	92,556.73
Requisitions (80)		843,201.00	(843,201.00)		202,674.71	(202,674.71)	640,526.29
Operating Totals	6,164,607.00	5,015,520.00	1,149,087.00	4,207,995.17	1,678,650.54	2,529,344.63	1,380,257.63

**Town of Rimbey**  
**Consolidated Financial Statement As of Month Ending May 31, 2013**

OVERALL Department	Budgeted			YTD Actual			Bal. of Budget
	Revenues	Expenses	Surplus/Deficit	Revenues	Expenses	Surplus/Deficit	Remaining
Operating Totals	6,164,607.00	5,015,520.00	1,149,087.00	4,207,995.17	1,678,650.54	2,529,344.63	1,380,257.63
Deb/Loan Principal Payments			0.00		187,118.45	-187,118.45	-187,118.45
Capital Purchases			0.00		564,824.90	-564,824.90	-564,824.90
Contributed Assets		0.00	0.00		0.00	0.00	0.00
Reserve Funds Set Up		0.00	0.00		0.00	0.00	0.00
Unexpended Capital Grants		0.00	0.00		0.00	0.00	0.00
Overexpended Capital Grants	0.00		0.00	0.00		0.00	0.00
TCA Disposals	0.00		0.00	30,500.00		30,500.00	30,500.00
Unfunded Amortization	0.00		0.00	0.00		0.00	0.00
Debt. Proceeds	0.00		0.00	0.00		0.00	0.00
Reserve Funds Used			0.00	0.00		0.00	0.00
Unrestricted Surplus Used			0.00	0.00		0.00	0.00
Annual Budget	<u>6,164,607.00</u>	<u>5,015,520.00</u>	<u>1,149,087.00</u>	<u>4,238,495.17</u>	<u>2,430,593.89</u>	<u>1,807,901.28</u>	<u>658,814.28</u>
<b>CAPITAL</b>		<b>Budgeted</b>			<b>YTD Actual</b>		<b>Bal. of Budget</b>
Department		Expenses			Expenses		Remaining
Comm Centre Boiler Replace					50,129.34		-50,129.34
Backhoe					104,662.50		-104,662.50
Street Sweeper				28,000.00			0.00
PW Truck				2,500.00			0.00
Sidewalk Replacement					5,151.60		-5,151.60
51 Ave Reconstruction					1,212.30		-1,212.30
PW New Truck					27,219.00		-27,219.00
Compactor Truck					4,771.67		-4,771.67
NE Lagoon Repairs					103,849.94		-103,849.94
54 Avenue Storm Line					205.20		-205.20
58 Avenue Road					17,032.50		-17,032.50
Trails					8,323.20		-8,323.20
Street Sweeper					242,267.65		-242,267.65
Total		<u>0.00</u>		<u>30,500.00</u>	<u>564,824.90</u>		<u>-564,824.90</u>

**Town of Rimbey 2013**  
**Accounts Payable Cheque List**  
**From: 01-Jun-2013 To: 17-Jun-2013**

Vendor Name	Purpose	Cheque	Date	Amount
Telus Communications	May 10/13 Invoice	PAW 3322	13-Jun-2013	\$52.70
LAPP	Pension Remittance 2013-05-24	PAW 3323	11-Jun-2013	\$8800.16
ATB Financial (Mastercard)	ATB Mastercard	PAW 3324	11-Jun-2013	\$3254.30
GroupSource	June 1/2013	PAW 3325	01-Jun-2013	\$7660.77
LAPP	Pension Remittance 2013-06-07	PAW 3326	07-Jun-2013	\$8540.08
Pitney Bowes	Lease June 1 - Aug 31/2013 Postage Meter	PAW 3327	11-Jun-2013	\$181.69
Telus Mobility Inc.	May 6 Invoice	PAW 3328	03-Jun-2013	\$25.67
Telus Mobility Inc.	May 6 Invoice	PAW 3329	03-Jun-2013	\$263.80
ATB Financial	ATB Sewer Loan & Interest	PAW 3330	13-Jun-2013	\$5937.91
Telus Mobility Inc.	May 11 Invoice	PAW 3331	13-Jun-2013	\$25.71
Canada Revenue Agency	May 5 - May 18/13 Payroll Casual	PAW 3332	14-Jun-2013	\$1819.13
Canada Revenue Agency	May 5 - May 18/13 Permanent	PAW 3333	10-Jun-2013	\$12545.52
Direct Energy Regulated	May 24 Invoice	PAW 3334	13-Jun-2013	\$99.65
Uniserve Communications	Webhosting June 12 - Jul 11	PAW 3335	13-Jun-2013	\$20.99
Alberta One-Call Corporation	May 2013 Notifications	34155	17-Jun-2013	\$214.20
AlSCO	Janitorial Supplies	34156	17-Jun-2013	\$877.77
Anderson Service	Part	34157	17-Jun-2013	\$9438.45
Animal Control Services	May 2013 Impound Fees	34158	17-Jun-2013	\$1159.20
Aviation Visual Aids	Windsock	34159	17-Jun-2013	\$192.89
Bache, Gabriella	Belly Dancing Instruction	34160	17-Jun-2013	\$880.00
Black Press Group Ltd.	Advertising May 2013	34161	17-Jun-2013	\$2117.32
Boll, Kurt David	May/13 Janitorial & Steam Cleaning	34162	17-Jun-2013	\$3431.48
Bubble Up Marketing	Service Call	34163	17-Jun-2013	\$126.00
Buist Motor Products Ltd.	Supply Steam Truck	34164	17-Jun-2013	\$262.50
Cast-A-Waste Inc.	May/13 Garbage And Recycling Expenses	34165	17-Jun-2013	\$9549.75
Central Alberta Fire Protection	Inspection	34166	17-Jun-2013	\$210.00
City Of Red Deer	North Lab Analysis	34167	17-Jun-2013	\$1168.00
Claretech Industries Inc.	Supplies, Freight & Deposit	34168	17-Jun-2013	\$3089.25
Connected Fitness Solutions	Serv Call And Parts	34169	17-Jun-2013	\$423.89
Coulthard, Veronica	CPR Level C Course	34170	17-Jun-2013	\$400.00
Ellis, Scott	Mileage: Mayor & Reeve Meeting	34171	17-Jun-2013	\$72.00
EnviroSORT Inc.	Labor & Disposal	34172	17-Jun-2013	\$2024.06
GLNCOP	Charitable Reg 889973004 RR0001	34173	17-Jun-2013	\$500.00
Hach Sales & Services Canada	(Cond Corp)Chlorine & Freight	34174	17-Jun-2013	\$144.69
Imperial Esso Service (1971)	Reg. Fuel	34175	17-Jun-2013	\$465.58
Institute of Chartered	2013-14 Annual ACIA Dues	34176	17-Jun-2013	\$157.50
Joe Johnson Equipment Inc.	Parts(Segment Floor)	34177	17-Jun-2013	\$472.50
Kreutz, Dave	Hotel & Meals	34178	17-Jun-2013	\$364.84
Lacombe Locksmith	Service Call & Lock	34179	17-Jun-2013	\$126.00
Littke, Juanita	Janitorial May 16 - June 15,2013	34180	17-Jun-2013	\$367.50
Meridian Maverick	Supplies	34181	17-Jun-2013	\$264.25
MLA Benefits Inc.	June 2013 Health Spending Account	34182	17-Jun-2013	\$826.78
Municipal Property Consultants	May 2013 Monthly Invoice	34183	17-Jun-2013	\$2780.66
Nikirk Bros. Contracting Ltd.	Bin Rental & Dumps	34184	17-Jun-2013	\$1480.51
Payson, Paul	Eckville Parade: Mileage	34185	17-Jun-2013	\$39.00
Peacock Plumbing & Hydronic	Repair Leak	34186	17-Jun-2013	\$223.65
Pearman, Morgan	Refund	34187	17-Jun-2013	\$25.00
Pepsi Bottling Group (Canada)	Pop	34188	17-Jun-2013	\$320.25

**Town of Rimbey 2013**  
**Accounts Payable Cheque List**  
**From: 01-Jun-2013 To: 17-Jun-2013**

<b>Vendor Name</b>	<b>Purpose</b>	<b>Cheque</b>	<b>Date</b>	<b>Amount</b>
Purolator Courier Ltd.	Freight	34189	17-Jun-2013	\$74.74
Recreation Facility Personnel	Logbooks	34190	17-Jun-2013	\$241.50
Red Deer Overdoor	Labour and Parts	34191	17-Jun-2013	\$586.43
Rimbey & District Tire Shop	Tire Repair	34192	17-Jun-2013	\$57.75
Rimbey Builders Supply Centre	2x4 Lumber	34193	17-Jun-2013	\$47.54
Rimbey Foods Ltd.	Supplies	34194	17-Jun-2013	\$31.95
Rimbey Furnace Care & Gas	Filter & Service Call	34195	17-Jun-2013	\$203.70
Rimbey Gymnastics Club	Community Grants Program	34196	17-Jun-2013	\$500.00
Rimbey Historical Society	Additional One Time Grant	34197	17-Jun-2013	\$69912.00
Rimbey TV & Electronics 1998	Supplies	34198	17-Jun-2013	\$1564.45
Rimbey Value Drug Mart	Diapers	34199	17-Jun-2013	\$93.39
Rocky Mountain Phoenix	Sentry 12V	34200	17-Jun-2013	\$194.25
Saley Publications	Rimbey Visitor Guide 2013	34201	17-Jun-2013	\$466.83
Shippy, Angela	Refund of Deposits	34202	17-Jun-2013	\$550.00
Stenstrom, Peter	Hotel	34203	17-Jun-2013	\$107.91
Sunset Fireworks	Deposit For Fireworks	34204	17-Jun-2013	\$1250.00
Superior Safety Codes Inc.	Closed Permits March 2013	34205	17-Jun-2013	\$1133.74
Town Of Rimbey	May 2013 Utilities	34206	17-Jun-2013	\$587.11
Tri-Pack Engineering	Service & Maint. on Roof Top Equip	34207	17-Jun-2013	\$3471.30
Trophy Loft	Name Plate	34208	17-Jun-2013	\$20.48
United Farmers Of Alberta	Fuel:MAY	34209	17-Jun-2013	\$209.88
Webb, Jack	Candy for Parade	34210	17-Jun-2013	\$79.04
Weldco	Helium	34211	17-Jun-2013	\$11.50
Zee Medical Canada	First Aid Supplies	34212	17-Jun-2013	\$360.39
			<b>72 cheques for</b>	<b>175179.43</b>





# Town of Rimbey

## Mayor & Councillor Fees

Name: Scott Ellis

Month Ending: 2013 June 15

**Meeting Honorariums:**

Date	Particulars	Hours	Amount	Kilometers
05/29	Mayor & Reeve Meeting	4 @	31.30	144

**Total Honorarium:** 125.20

**Expenses** (attach receipts):

Mileage: 144 Kilometers @ \$0.50 **Total**  
72.00

Meals: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Hotels: \_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_

**Total Expenses:** \_\_\_\_\_

**Total Honorarium & Expenses:** \_\_\_\_\_

Signature: 

Mayor Approval: 







# TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	June 24, 2013		
Agenda Item No.	8.2.1	Confidential	Yes	No	XX
Topic	Beatty Heritage House Society Minutes June 10, 2013				
Originated by	Tony Goode	Title	CAO		

**BACKGROUND:**

The Beatty Heritage House Society held their board meeting on June 10, 2013.

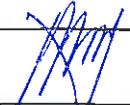
Documentation Attached:	Yes	XX	No
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**DISCUSSION:**

Attached is a copy of the Beatty Heritage House Society Meeting Minutes from June 10, 2013.

**RECOMMENDED ACTION:**

Administration recommends Council accept the Beatty Heritage House Society Meeting Minutes of June 10, 2013 as presented.

CAO 				
<b>DISTRIBUTION</b>	Council:	Admin:	Press:	Other:

Meeting was called to order at 8:15 PM by Chairperson Teri Ormberg.

In attendance: Teri Ormberg  
Florence Stemo  
Fred Schutz  
Annette Boorman  
AudreyAnn Bresnahan  
Karen Kirk  
Judy Larmour  
Murray Ormberg

MINUTES of previous meeting read by Florence. Adopted as read by Murray; seconded by Fred. Carried.

CORRESPONDENCE: None

TREASURER'S REPORT: None (Treasurer absent).

OLD BUSINESS: Over the past several months efforts have been made to find a lock for the bathroom door which would "match" the House and not do damage to the door and frame when installed; yet would be "easy" for all ages to lock and unlock. So far efforts have been unsuccessful. Annette suggested that we go back to using the skeleton key original to the House. So for the present, that is what we will do.

Having missed the optimum time in Spring to transplant trees, we will move a fir tree from Fred's farm in the Fall when the sap has slowed in the tree.

Four employees have been hired to care for the Beatty House and Park; and to host the Information Centre at the BH location between the May long weekend and the Labour Day Weekend. This is because no two of the applicants were to be available to work for the entire fifteen weeks. The four are Janet McKay, Brianna Buist, Brittany Tennant, and Cassidy Valstar. The last-named is "our student" whom we are paying with the assistance of a federal grant. The others are on the payroll of the Town. Our Society very much appreciates the part the Town plays in this summertime joint project.

Two smoke detectors have been bought for the House. One has been installed in the Lower Level ; the other will be installed in the Main Floor hallway.

NEW BUSINESS: Plans were made for our annual barbecue lunch after the rodeo parade.

Discussion re the leaking windows in the porch, Marge Kenney's picnic table, and care of the hedge. All will be taken care of within this summer season.

Moved by Murray; seconded by Annette that we give Janet a "bonus -gift" of \$50.00 in recognition of her beyond-the-call-of-duty work . Unanimously carried.

NEXT MEETING: July 2, 2013. Note: first Tuesday instead of Monday

ADJOURNMENT: By Fred at 9:45 PM.

Florence Stemo Secretary

# TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	June 24, 2013		
Agenda Item No.	8.2.2	Confidential	Yes	No	XX
Topic	Rimoka Housing Foundation Minutes May 16, 2013				
Originated by	Tony Goode		Title	CAO	

**BACKGROUND:**

The Rimoka Housing Foundation held their board meeting on May 16, 2013.

Documentation Attached:	Yes	XX	No
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**DISCUSSION:**

Attached is a copy of the Rimoka Housing Foundation Meeting Minutes from May 16, 2013.

**RECOMMENDED ACTION:**

Administration recommends Council accept the Rimoka Housing Foundation Meeting Minutes of May 16, 2013 as presented.

CAO 				
DISTRIBUTION:	Council:	Admin:	Press:	Other:

## MINUTES

In Attendance	Legion	D. MacPherson	
	Town of Ponoka	L. Henkelman	J. Jacobs
	Town of Rimbey	G. Rondeel	S. Ibbotson
	County of Ponoka	P. McLaughlin - Chair	G. Svenningsen
	The Bethany Group	D. Bulst	S. Mickla
		M. Wideman - Recorder	

### 1. CALL TO ORDER

The Board meeting was called to order at 9:05am by P. McLaughlin.

### 2. ADOPTION OF THE AGENDA

RHF 13-05-01      **MOVED by S. Ibbotson that the Board accept the Agenda with the following additions under New Business: Endowment Request, Mileage Calculations, New FOIP Request.      CARRIED**

### 3. APPROVAL OF MINUTES

RHF 13-05-02      **MOVED by J. Jacobs that the Board accept the minutes of the April 17, 2013 meeting as circulated.      CARRIED**

### 4. FINANCIAL REPORTS – April 30, 2013

#### Review of Financial Reports

- Lodge Operations – Currently operating ahead of budget. Variance in revenue is due to slightly higher occupancy for the first four months of the year.
- Life Lease Operations – Currently on target with budget. Residents are welcome to view this statement upon request; they do receive an annual update. Residents in Legacy Place who would be considered a danger to themselves or others in the facility would be served an eviction notice. Are limited in what type of assistance we can provide regarding higher levels of care, i.e. cannot refer to Home Care.
- Direct Debit – Shaw bills Rimoka for cable services, we cost recover from the residents.

RHF 13-05-03      **MOVED by S. Ibbotson to approve the Endowment Account Expenditures as presented.      CARRIED**

- Cheque Registers – Carpeting was replaced in two suites in Golden Leisure. Sexauer provides specialty plumbing and maintenance supplies to Institutional facilities.

RHF 13-05-04      **MOVED by D. MacPherson to accept the Cheque Registers as presented.**

**CARRIED**

**RHF 13-05-05**

**MOVED by L. Henkelman to accept the Unaudited Financial Statements for  
March 31, 2013 as presented.**

**CARRIED**

**5. OPERATIONAL REPORT**

Update provided by D. Buist regarding organizational changes within The Bethany Group. Dave will now oversee the entire provincial housing portfolio, and Sharon Mickla, Director Client Services, will oversee the operations of the Lodges in Rimbey and Ponoka. These changes will not affect the day-to-day lodge operations.

Protection for Persons in Care (PPIC) investigation was completed recently. Generally, a complaint is received by the department, a letter is sent to management, and interviews are arranged by an independent investigator. Recommendations are then forwarded to management for resolution. Anticipate that this particular investigation will be unfounded by PPIC.

Reiterate to residents that if something is missing from their room, the correct process is to call the police. When a resident is their own Guardian, we cannot disclose any information to the family. Complaints/Concerns process is readily available to the residents.

Roof replacement at Parkland Manor is progressing. Should be completed in 2-3 weeks. Have hired a separate local company to inspect upon completion. Floors in Ponoka dining rooms are being refinished by Bethany's housekeeping staff. Cost would fall under operating expenses.

**6. PREVIOUS BUSINESS**

**a. Reid Manor**

Review of Reid Manor recommendation regarding night security and If/when to discontinue the service package. Currently 21 of 33 rooms are occupied.

Night staff to be discontinued as of September 1<sup>st</sup>, 2013, to allow time to ensure service is in place for all residents requiring LifeLine. Has already been introduced to residents at recent meeting. As residents are still not paying full cost for services received, they will not see a reduction in their monthly fees to reflect the reduction of night staff (approx \$150.00/month).

**RHF 13-05-06**

**MOVED by L. Henkelman that effective September 1<sup>st</sup>, 2013 the night security shift will be discontinued.**

**CARRIED**

Discussion regarding discontinuation of the service package as compared to full cost recovery of the services provided. Cost to deliver meals to Reid Manor is \$1,000/month, regardless of how many residents are served. A cost grid will be provided to residents at the meeting so they are aware of what the full cost will be. Residents do always have the option to eat at the lodge.

Several residents have indicated that they would prefer to prepare their own meals, they will be offered the option to opt out of the package. Kitchens will be inspected to ensure appliances are in good working order.

**RHF 13-05-07**

**MOVED by G. Svenningsen that effective June 1<sup>st</sup>, 2013 new residents admitted to Reid Manor will not be offered the service package, and existing residents will be given the opportunity to opt out of the service package.**

**CARRIED**

This message will be taken to the residents prior to any further steps, as the residents were advised that the Board would communicate with them prior to making a final decision regarding the service package. Will meet at Reld Manor prior to the June 19<sup>th</sup> Board Meeting. Invitation to residents will include the above Motions, and at the meeting residents will be provided full costing numbers, and several future options to select from:

Option 1: Effective September 1<sup>st</sup>, 2014, the service package will only be available at full cost, and administration will work with the existing residents to mitigate the consequence to them.

Option 2: Effective September 1<sup>st</sup>, 2014, the service package will be discontinued, and administration will work with the existing residents to mitigate the consequence to them.

**b. Insurance Recommendation**

To provide content coverage for residents. Looking into options.

**7. NEW BUSINESS**

**a. Request from Alberta Health Services**

Review of letter from Home Care / Rimbey FCSS, who wish to provide input into the design of the new building, to support seniors and their equipment in the new building.

Accepted as information.

ADM was onsite in April to complete a walk-through of the Rimbey Lodge. The lodge is in very good shape compared to others in the province; may shift the focus of the project.

**b. Payroll Grid & Benefit Package Recommendation**

Review of proposal prepared by The Bethany Group. Will bring the Rimoka staff on par with the rest of The Bethany Group facilities, to be effective September 1<sup>st</sup>. Those staff above the grids will be red-circled, their pay would not be reduced.

Cost for 2013 is approximately \$20,000. This cost will even out as staff turnover reduces and staff become long-term; do have many staff who have only been with the Foundation for 1 or 2 years. Weekend premium and evening premium would be increased to \$1.50 per hour.

**RHF 13-05-08**                      **MOVED by D. MacPherson to accept the Payroll Grid Recommendation as presented.**                      **CARRIED**

Benefit package proposal is cost-neutral to employees. Long Term Disability has not been included. Vision has been discontinued, to be offset by the Health Spending Account. Plan to roll-out to employees with the new paygrids.

**RHF 13-05-09**                      **MOVED by G. Rondeel to accept the Benefit Package Recommendation as presented.**                      **CARRIED**

**c. Lodge Renewal Grant**

The funds received - \$3,000 per lodge room - need to be allocated to an identified area of need, for submission to government for approval.

Golden Leisure (Management Body-owned) will go into reserves, for future decision.

Parkland Manor (ASHC-owned) will be allocated for fire-suppression and kitchen upgrades.

**RHF 13-05-10**      **MOVED by J. Jacobs that the Golden Leisure funds be placed into reserve, and the Parkland Manor funds be allocated to fire-suppression and kitchen upgrades.**      **CARRIED**

**d. Endowment Request**

Request from Parkland Manor to upgrade the outdoor furniture from the Parkland Manor Endowment Account.

**RHF 13-05-11**      **MOVED by S. Ibbotson to approve up to \$5,000 for replacement of the outdoor furniture at Parkland Manor.**      **CARRIED**

**e. Mileage Calculations**

Mileage is calculated by odometer, or via google maps. Personal travel after arrival at destination is not included.

**f. New FOIP Request**

Request received for details pertaining to J. Hildebrand's severance. As there was a confidentiality agreement signed, we will seek legal council.

**8. DATE & LOCATION OF NEXT MEETING**

The next meeting is scheduled for Wednesday June 19<sup>th</sup>, 2013, to follow the 9:00am Meeting at Reid Manor, Ponoka.

Seniors Week Annual BBQ at Parkland Manor on Friday June 7<sup>th</sup> at 5:00pm. Please rsvp to Anita if you plan to attend.

**9. ADJOURNMENT**

**RHF 13-05-12**      **MOVED by S. Ibbotson that the May 16, 2013 meeting adjourn at 11:44am.**      **CARRIED**

  
\_\_\_\_\_  
Paul McLaughlin, Board Chair

June 19<sup>th</sup> / 2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sharon Mickla, Director Client Services

June 20, 2013  
\_\_\_\_\_  
Date

# TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council Meeting	Meeting Date	June 24, 2013		
Agenda Item No.	8.3.	Confidential	Yes	No	XX
Topic	Council Reports				
Originated by	Tony Goode		Title	CAO	
<b>BACKGROUND:</b>					
The Mayor and Councillors provide reports on their activities.					
Documentation Attached:		Yes	XX	No	
<b>DISCUSSION:</b>					
Attached are the following reports:					
8.3.1 Mayor's Report					
8.3.2 Councillor Ellis's Report					
8.3.3 Councillor Rondeel's Report					
<b>RECOMMENDED ACTION:</b>					
Administration recommends Council accept Council reports as presented.					
					
CAO					
DISTRIBUTION:	Council:	Admin:	Press:	Other:	

## Mayor's Report

May 24.

Bylaw committee

Met with resident to discuss process to set up tax installments.

Met with resident to discuss seniors' facility

Attended Library Board coffee at noon.

May 25.

Attended Seniors' Abuse Awareness event held in conjunction with Farmers' Market. Our MP, Blaine Calkins, spoke about Federal programs for seniors. He also told us that Rimbey has been moved into the Red Deer Wolf Creek riding.

Attended the Open House at the Library.

May 30.

MS Awareness event.

May 31.

Coffee with the Library Board at the library.

June 6.

Canada Day meeting.

Met with Chamber president.

June 7.

Meeting about Recycle Facility.

June 10.

Met with three residents.

June 11.

Had coffee at FCSS and discussed homecare.

June 12.

Attended public meeting where Draft Recreation Master plan was presented.

June 13.

Meeting about Gibson's pipeline route.

June 18.

Signed cheques.

June 19.

Rimoka Board met with residents of Reid Manor.

Rimoka Board meeting.

## Councillor Ellis's Report for June

- Saturday, May 22
  - FCSS Elder Abuse Awareness booth at the Farmer's Booth at 9AM
  - Met with Blaine Calkins and Paul McLauchlin
  - Went to the Library for a BBQ at 12:30PM
- Wednesday, May 29
  - Met with Peggy Makofka for coffee.
  - Attended the Mayors and Reeves meeting in Red Deer.
    - Michener Centre is looking for support
    - Red Deer Courthouse might go ahead as a P3
- Monday, June 5
  - Attended the RC Recreation Master Plan meeting
    - Walking Trails were the highest priority
  - Went to the Town Office and Library to find out the results of the vote for moving the Town Office.
- Tuesday, June 4
  - FCSS Policy and Risk Management Meeting
    - Outdated policies were removed.
    - Updated Meal Reimbursement for Meals
      - Breakfast \$20
      - Lunch \$24
      - Supper \$30
    - Increased Retirement Gift Policy & Years of Service Award by \$5
    - Mileage will be paid at \$0.52/km
    - Sick-Time hours will awarded on a prorated basis.
- Wednesday, June 12
  - Went to the Public Rec Board Meeting at the Lion's Room in the Community Centre
  - A very diverse group of people who attended. The removal of the skateboard park was a concern for the youngest attendees.
- Thursday, June 13
  - Attended the CAEP Annual General Meeting in Red Deer with Councillors Rondeel, and Webb.
    - Some very positive economic news for Alberta.
- Wednesday, June 19
  - FCSS Meeting
    - Want to know how 'Meals-on-Wheels' can help the residents of Kansas Ridge with meals.
    - Potluck FCSS Bar-b-que

## Councillor Rondeel's Report to June 15, 2013

May 16  
Rimoka Meeting (Ponoka)

May 17  
Coffee with Council

May 21  
Community Garden Work Bee

May 22  
Library Town Hall Meeting

May 24  
Coffee With Council

May 25  
Seniors Abuse Awareness Meeting

May 27  
Council Meeting

May 31  
Council with Council

June 3  
Recreation Board Meeting

June 5  
Women of WOZA

June 7  
Coffee with Council

June 10  
Council Meeting

June 11  
Community Garden Work Bee

June 12  
Recreation Board Master Plan Meeting

June 13  
CAEP AGM

June 14  
Coffee With Council

# TOWN OF RIMBEY AGENDA ITEMS

Meeting	Council	Meeting Date	June 24, 2013		
Agenda Item No.	9.0	Confidential	Yes	No	XX
Topic	Correspondence				
Originated by	Tony Goode		Title	CAO	
<b>BACKGROUND:</b>					
Documentation Attached:	Yes	XX	No		
<b>DISCUSSION:</b>					
9.1 MS Society Thank You 9.2 Alberta Municipal Affairs 9.3 Alberta Transportation 9.4 Letter Regarding Playground 46 <sup>th</sup> Avenue 9.5 City of Red Deer Letters (2) 9.6 MNP LLP					
<b>RECOMMENDED ACTION:</b>					
Administration recommends Council accept items 9.1 as information.					
CAO					
<b>DISTRIBUTION:</b>	Council:	Admin:	Press:	Other:	



Thank you



Thank you very  
much for all  
you did. You  
made a difference  
Louaine Evans-Cross

To: Rimbey Town Council

Thanks for your support!  
Rimbey is an amazing  
community and it's been  
great to be a part of it!  
—Joanne

THANK YOU FOR  
ALL YOUR SUPPORT  
DURING THE  
MS AWARENESS  
MONTH  
MAY 2013

Thank you very much  
for all your support,  
much appreciated  
Julie Everett

Thanks!  
Reg & Mabel Kreil

Many thanks to all!  
—Janie Harris

WITH MY THANKS  
TO ALL,  
SINCERELY,  
ADELINE NESBITT

Thank You So  
much for everything  
Brenda Clelland  
Scott Clelland

—Rich Selby  
Thanks!  
—Balreen  
—Weyman

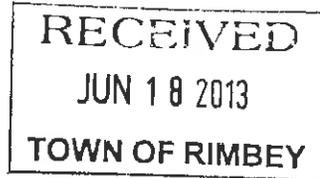


ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister*

AR68143

June 10, 2013



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

Dear Mayor Ibbotson: *Sheldon*

Thank you for submitting your municipality's operating spending plan under the 2013 conditional operating funding component of the Municipal Sustainability Initiative (MSI).

I am pleased to inform you that the operating spending plan has been accepted. You may proceed to apply your municipality's 2013 operating allocation and any estimated 2012 carry-forward to the priorities identified in your plan. Applying your municipality's 2012 carry-forward is subject to meeting the terms and conditions of the MSI long-term Memorandum of Agreement, including expending each annual allocation within two years.

In order to recognize the contribution that the MSI has made to your municipality's successes, please ensure that activities supported by your MSI operating spending plan are included on a published list of MSI-funded projects. For any projects that merit enhanced public recognition, please contact Municipal Affairs Communications, toll-free at 310-0000, then 780-427-8862, or at [ma.msicommunications@gov.ab.ca](mailto:ma.msicommunications@gov.ab.ca), to discuss specific communication activities to highlight the project, as outlined in the MSI operating program guidelines.

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

Sincerely,

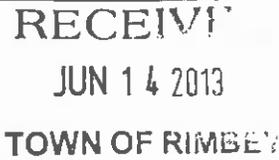
Doug Griffiths  
Minister

copy: Tony Goode  
Chief Administrative Officer, Town of Rimbey



ALBERTA  
TRANSPORTATION

Office of the Minister  
MLA, Calgary-Hays



AR58682

June 5, 2013

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

Dear Mayor Ibbotson:

On behalf of the Governments of Canada and Alberta, I appreciate receiving your municipality's submission of the 2013 Application for Program Acceptance (APA) under the Federal Gas Tax Fund (FGTF).

The information provided has been reviewed and I am pleased to advise that the projects listed on the attached summary are accepted under the terms of the FGTF. A grant payment in the amount of \$139,102 is being electronically transferred to the Town of Rimbey. This amount represents the full amount of the 2013 installment payment under this program.

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

This program funding assists Alberta municipalities in addressing their infrastructure needs, and lays the foundation for future environmentally sustainable economic growth across the province. Government is pleased to partner with you as we work together to address your capital infrastructure needs. Best wishes for success with your projects.

Sincerely,

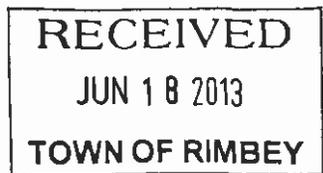
Ric McIver  
Minister

Attachment

**Action Request Report  
58682 - FEDERAL GAS TAX FUND  
Acceptance Date:**

Project Location	Phase Name or Limits	Municipal File #	Details and Comments	2013	Total
<b>RIMBEY</b>					
<b>\$556,408</b> Total Program Allocation			Preliminary Estimated Project Cost by Year Subject to Year-End Reporting to Reflect Actual Project Costs		
<b>APPLICATION</b>					
53 Avenue Reconstruction	53 Avenue between 51 & 52 Street		Reconstruct 53 Avenue between 51 & 52 Street. Project includes full rebuild by replacing water and sewer mains, gravel road structure, asphalt, curb and gutter.	\$661,755	\$661,755
58 Avenue Reconstruction	58 Ave between 48 St and 45A Street		Significant settling has occurred on 58 Avenue, requiring geotechnical testing to determine the cause and likely replacement of the entire roadway between 48 Street and 45A Street. The sewer main is nearly 40 years old, and may also require replacement or the installation of a liner to expand its life. This will be determined through a camera inspection of the line.	\$301,000	\$301,000
<b>Status Subtotals</b>				<b>\$962,755</b>	<b>\$962,755</b>
<b>Total this application</b>				<b>\$962,755</b>	<b>\$962,755</b>

CENTRAL REGION



June 14th, 2013

To: **Rimbey Town Council/Rimbey Recreation Board**

Re: **Playground at 46th Ave between 52nd and 53rd Street (Name?)**

Dear Council and Board;

I want to start off by saying that I attended the Recreation Master Plan Open House held on June 12th, and was very impressed with the presentation. It was informative, positive, professional, and answered many questions that I believe many of us have been wondering about. I am happy that the town and board decided to send out a survey for the people of Rimbey, not just to the taxpayers, but also to the students and groups in our town. I would also like to commend all of you for improvements that have been made to our town, (the ones successfully completed as well as the ongoing and future projects), throughout a time of division in our community which has affected us all. My family and I are looking forward to the future of recreation in Rimbey!!!

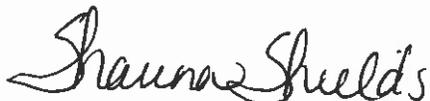
I am embarrassed to say that I found out a meeting was held in regards to the playground that I am writing my letter about, but I wasn't aware of it. I knew that there was a meeting in regards to the BMX Park and the playground situated at the east end of town, but am unsure why I didn't realize there was also one for the one on my street. Unfortunately, with no support or interest showed (except by one resident that has no interest or knowledge of the children in the area), I can see why it was decided to take out the unsafe playground equipment and to not replace it. I had talked to the previous town council in regards to the equipment, but they seemed to have no interest or future plans of repairing it. The broken seats to the benches were replaced, the chain missing off of the tire swing was fixed and the splintered and bashed up picnic tables were taken out, but that is all that was done. I had heard that there would be new equipment put in this spring, so when the old things were taken down last fall I wasn't concerned because the other playgrounds were all being restored. When I did find out that there wasn't going to be anything replaced in our playground, the library dilemma was going on, so felt it was selfish to bring this matter up to council until after the library issue was dealt with. I did receive the information I was looking for at the Open House, so thank you all very much. I was also pleased to see that the walking/bike trails were first on the list, and that playground improvements were second.

The young families have increased substantially in the area surrounding the park in the past two years, and because of the unsafe equipment that was

previously there (and now with nothing); it definitely does not get the usage that it would if it had new and safe equipment. I know that when purchasing my home 5 years ago, I most likely would not have bought the house that I did (with such a small back yard) if the playground hadn't been right across the back alley for my children. I am sure that when the subdivision was built, the yards backing on to the park were all smaller than most because of the fact that a playground was being incorporated. This isn't all about me or my children, although they terribly miss being able to play close to home. It has also definitely lowered the value of the homes surrounding the park/playground. This was verified at the meeting and is, of course, a concern to me and some of the other surrounding neighbours. As well, it has hindered many of the local children and families of the neighbourhood from interacting and getting to know each other. There may be other playgrounds nearby, but this one has been in place for over 25 years. I am requesting that a swing set, basketball hoop, or any type of improvements within the budget to please be considered for the playground. The park itself is now kept in very nice condition for all ages, but it is obvious that the families and seniors in the area do not use it for the purpose of picnics and bench sitting. Playground equipment is what draws families to gather at parks. It will enhance our vicinity, and I will guarantee that it would be used daily by many people. I would dare to estimate that there are at least 40 children under the age of 13 in the region between 45th Ave to Park Ave, not including the visiting grandchildren of many of the seniors in the area. Many of us feel that the playground at the south end of the soccer fields is uncomfortably close to the campground (with unfamiliar people) and too far from home for our children to safely play.

Thank you all for taking the time to read my letter and I truly hope that you will consider this request. If there is anything I can personally do to help make this happen, such as helping in the planning of another meeting, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Shauna Shields". The signature is written in black ink and is positioned above the printed name.

Shauna Shields

May 23, 2013

Hon. Fred Horne  
Legislature Office  
208 Legislature Building  
10800 97 Avenue  
Edmonton, AB T5K 2B6

Dear Minister Horne:

The City of Red Deer received notification from the Government of Alberta that our ambulance dispatch services for Central Alberta will be transferred to Calgary effective October, 2013. We are very disappointed with this decision and would ask that plans for this transfer of ambulance dispatch service be immediately suspended.

**Background**

After offering effective ambulance dispatch service to the Central Alberta region since April, 2009, when Calgary was unable initially to assume ambulance dispatch service, this decision came as a shock and disappointment. The City of Red Deer appreciates the rationale to consolidate the ambulance dispatch centres but contend that one for each region (north, central, south) plus the two larger cities of Calgary and Edmonton would provide the best balance of efficiency and effectiveness. With a more reasonable span of control, the building of relationships and local knowledge of places and resources would be maximized with the need to ensure that resources are used to their maximum capacity across the province.

Since the announcement of the decision to remove the ambulance dispatch services from Red Deer, we have indicated our disappointment in a letter to the Premier dated March 5, 2013, and we have recently had a meeting with our local MLAs and staff from the Department of Health and Wellness and Alberta Health Services. We appreciated the opportunity to meet; however, there were outstanding questions that those present were unable to answer.

**Number of consolidated dispatch centres**

In the Alberta Health Quality Council (AHQC) report, there was a recommendation to move from multiple ambulance dispatch centres to two (AHQC report *Review of Operations of Ground Emergency Medical Services in Alberta*, pg. 8). While the recommendation was for two centres, the Province has decided upon three centres – Edmonton, Calgary, and Peace River. We have not yet been given a satisfactory rationale for maintaining the northern ambulance dispatch service.

We would like to know the Government of Alberta's rationale to include a third centre and why it would preclude any other regional centres.

**Location of Calgary as dispatch centre**

Calgary still appears unable to fully accommodate Red Deer's ambulance dispatch commitment. Calgary will be the largest serving dispatch centre in the province and at present we understand that there is no identified back-up location which would accommodate system failure or a call volume overload situation.

Calgary does not currently have a CAD to CAD interface capability. Without a CAD to CAD interface to allow for a mutually efficient co-response with departments providing medical first response, we believe our city and our citizens are being put at unnecessary risk.

We would like to know why Calgary was again chosen to provide dispatch service under contract when The City of Red Deer has been providing an effective service under contract to our region and have expressed a willingness and capacity to continue and grow if so requested.

Given the outstanding questions, The City of Red Deer is unable to support a move of our ambulance dispatch services as a good move for our citizens and those communities served by our 9-1-1 Emergency Communications Centre. We continue to believe there is solid rationale for a regional ambulance dispatch service in Red Deer. At the meeting with our MLAs, they were unable to provide us with the information and clarity we needed to the main questions above. We ask the Government of Alberta to reconsider its decision to consolidate and cease the transfer until such time as everyone has the information they need to make such a critical decision that affects citizen and community well-being.

As the local government, it is City Council's responsibility to ensure the viability and health of its community and citizens. We ask that our questions be answered by June 5, 2013, and await your reply.

Sincerely,



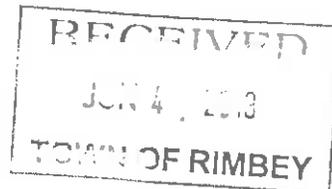
Morris Flewwelling  
Mayor

- c. Hon. Cal Dallas, MLA Red Deer South  
Mary Anne Jablonski, MLA Red Deer North  
Craig Curtis, City Manager  
Paul Goranson, Director of Development Services  
Frieda McDougall, Legislative Services Manager

**OFFICE OF THE MAYOR & CITY MANAGER**

May 28, 2013

Mayor Sheldon Ibbotson  
PO Box 350  
Rimbey, AB T0C 2J0  
mayor@rimbey.com



Dear Mayor Ibbotson,

As one of the communities we serve, we are writing about the recent announcement by Alberta Health Services to move our ambulance dispatch services to a consolidated centre in Calgary. We have several concerns and questions around the consolidation and wanted to inform you of our advocacy efforts with Alberta Health Services and Minister Horne. We have asked for an immediate suspension of the transition scheduled to happen in October 2013.

Recently you received a notice from the Government of Alberta to respond to an online consultation on dispatch. We would invite you to contact our office or our Fire Chief prior to completing the survey so we can discuss our approach and concerns with you as outlined in the attached letter that we have sent to Minister Horne. We had hoped to discuss some of our questions with you at the Regional Consultation Sessions scheduled for next week, however, we have received notice that they have been cancelled.

Thank you for your attention to this matter that we believe is of great importance to the health and well-being of the communities and citizens we represent and serve.

Sincerely,



Morris Flewwelling  
Mayor



Craig Curtis  
City Manager

AM/

Encl.

C.

Lisa Perkins, Director of Corporate Transformation  
Jack MacDonald, Emergency Services Manager  
Frieda McDougall, Legislative Services Manager

**Kathy**

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**From:** Tony  
**Sent:** Friday, June 21, 2013 11:56 AM  
**To:** Kathy  
**Subject:** FW: Town of Rimbey Grant# 1328  
**Attachments:** Town of Rimbey Outstanding Items.xlsx

For Monday agenda

**From:** Mantej Sangha [mailto:Mantej.Sangha@mnp.ca]  
**Sent:** Tuesday, June 18, 2013 2:36 PM  
**To:** Tony  
**Cc:** Darlene Holloway  
**Subject:** Town of Rimbey Grant# 1328

Hi Tony,

I am emailing you today in regards to grant#1328

You are listed as the contact person with Alberta Energy regarding the BioEnergy Grants. You should have received an email from Alberta Energy regarding MNP being contracted to review the BioEnergy Grants dispersed.

I've completed the review of grant #1328 that the town of Rimbey received which was for a total of \$400,000

There are some items that I will need from you. One of the requirements under the grant agreement was to submit proof of payment and supporting documentation for all expenses. Supporting documentation was received for all amounts pertaining to Grant however we do require proof of payment for a few items.

Proof of payment would be cancelled cheques or other payment amounts that show cash going out with respect to the items in question. Please see the attached excel document for these amounts, The items highlighted Yellow pertain to supporting documents we require,

If you have any questions please feel free to contact me at this email address or you can reach me at 403 -298- 8489. Alternatively, you can also contact Darlene Holloway at 780-733-8612.

Thank you,

**Tej Sangha**

**DIRECT 403.298.8489**  
PH. 403.263.3385  
FAX 403.269.8450  
CELL 403.585.8371  
TOLL FREE 1.877.500.0792  
1500, 640 - 5th Avenue SW  
Calgary, AB  
T2P 3G4  
[mantej.sangha@mnp.ca](mailto:mantej.sangha@mnp.ca)  
[mnp.ca](http://mnp.ca)



<u>Expenditure</u>	<u>Vendor</u>	<u>Amount</u>	<u>Description</u>	<u>Require Additional Support?</u>	<u>Proof of Payment Required?</u>
Request 1	Duncan & Craig LLP	\$ 2,556.96	Legal fees	No	Yes
Request 1	Stantec Consulting Ltd	179,734.00	Engineering Services	No	Yes
Request 1	Corbett Smith LLP	2,607.16	Legal fees	No	Yes
			Engineering Fees -		
Request 1	Enerkem Technologies	150,000.00	Down Payment	No	Yes