

**TOWN OF RIMBEY**  
**TOWN COUNCIL AGENDA**

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

---

1. **Call to Order Regular Council Meeting & Record of Attendance**
2. **Public Hearing - None**
3. **Agenda Approval and Additions** 1
4. **Minutes**
  - 4.1 Minutes of Regular Council Meeting February 22, 2016..... 2-6
5. **Delegations**
  - 5.1 Rural Business Network Business Visitation Program 2016 – Jackie Stratton ..... 7-14
  - 5.2 Carey Anderson..... 15-16
6. **Bylaws**
  - 6.1 Bylaw 910/15 Municipal Development Plan..... 17-74
7. **New and Unfinished Business**
  - 7.1 Extension of Development Agreement with Brix Construction Inc..... 75-106
  - 7.2 Carey Anderson Request to Remove Restrictive Covenant..... 107-116
  - 7.3 Tagish Engineering Project Status Update to February 23, 2016 ..... 117-120
  - 7.4 Application to amend Land Use Bylaw 762/04..... 121-125
  - 7.5 2016 Street Improvements ..... 126-129
  - 7.6 Residential Waste Collection Tender ..... 130-134
8. **Reports**
  - 8.1 Department Reports - None
  - 8.2 Boards/Committee Reports - None
9. **Correspondence - None**
10. **Open Forum** (Bylaw 894/14 – Council Procedural Bylaw #30 - The open forum shall be for a maximum total of twenty (20) minutes in length to allow members of the public present at the meeting to address Council regarding issues arising from the meeting in progress. No formal decision shall be made on any matter discussed with Council during the open forum session.)
11. **In- Camera**
  - 11.1 Land (Pursuant to Division 2, Section 24(1) of the Freedom of Information and Protection of Privacy Act)
  - 11.2 Personnel (Pursuant to Division 2, Section 17(2) of the Freedom of Information and Protection of Privacy Act)
12. **Adjournment**

TOWN OF RIMBEY

TOWN COUNCIL

MINUTES OF THE REGULAR MEETING OF TOWN COUNCIL HELD ON  
MONDAY, FEBRUARY 22, 2016 IN THE COUNCIL CHAMBERS OF THE  
TOWN ADMINISTRATION BUILDING

---

1. Call to Order Deputy Mayor Godlonton called the meeting to order at 7:01 pm, with the following in attendance:

Deputy Mayor Godlonton  
Councillor Jaycox  
Councillor Payson  
Councillor Webb  
Interim Chief Administrative Officer – Donna Tona, CTS  
Acting Chief Administrative Officer/Chief Financial Officer – Lori Hillis, CA, CPA  
Municipal Intern - Michael Fitzsimmons  
Director of Public Works – Rick Schmidt  
Director of Community Services – Cindy Bowie  
Contract Development Officer – Liz Armitage  
Recording Secretary – Kathy Blakely

Absent:  
Mayor Pankiw

Public:  
Treena Mielke – Rimbey Review  
Stan Cummings and Karen Conover, Delegation  
3 members of the public

2. Public Hearing 2.1 None
3. Adoption of Agenda 3.1. February 22, 2016 Agenda

Motion 116/16

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

CARRIED

4. Minutes 4.1 Minutes of the Regular Council Meeting February 8, 2016

Motion 117/16

Moved by Councillor Payson to accept the Minutes of the Regular Council Meeting of February 8, 2016, as presented.

CARRIED

5. Delegation 5.1 SJC Development Corp. – Stan Cummings

Deputy Mayor Godlonton welcomed Mr. Cummings to the Regular Council Meeting.

Mr. Cummings spoke to Council regarding three points:

1. Re-designation of Land – three lots to be re-designated from R3 to R1
2. Subdivision Application Approval – approval of 5 lot subdivision to get shallow services to Seniors Lodge, which he originally applied for in November of 2015, but agreed to hold off until a later date.
3. Municipal Reserve – Mr. Cummings re-iterated to Council he felt there should be no Municipal Reserve owed in the subdivision.

Deputy Mayor Godlonton thanked Mr. Cummings for his presentation.

Motion 118/16

Moved by Councillor Jaycox to accept the presentation from Mr. Stan Cummings, as information.

CARRIED

Motion 119/16

Moved by Councillor Jaycox to have Administration to bring an Amendment to the Land Use Bylaw 762/04 for the Re-designation of Land for SJC Corp LTD, to the March 7, 2016 Regular Council Meeting.

CARRIED

Mr. Stan Cummings and Mrs. Karen Conover departed the Council meeting at 7:29 pm.

Deputy Mayor Godlonton recessed the Council Meeting at 7:29 pm.

Deputy Mayor Godlonton reconvened the Council Meeting at 7:31 pm.

## 6. Bylaws

6.1 Bylaw 910/15 Municipal Development PlanMotion 120/16

Moved by Councillor Webb to table the discussions on the Bylaw 910/15 Municipal Development Plan to the March 7, 2016 Regular Council Meeting.

CARRIED

7. New and  
Unfinished  
Business7.1 Tagish Engineering Ltd. Project Status Updates to Feb 9, 2016Motion 121/16

Moved by Councillor Webb to accept the Tagish Engineering Ltd. Project Status Updates to February 9, 2016, as information.

CARRIED

7.2 Rimbey Business Sector Sustainability Advisory Committee Board  
Member ResignationsMotion 122/16

Moved by Councillor Payson to accept, with regret the resignation of Jackie Stratton from the Rimbey Business Sector Sustainability Advisory Committee.

CARRIED

Motion 123/16

Moved by Councillor Jaycox to accept, with regret the resignation of Gayle Rondeel from the Rimbey Business Sector Sustainability Advisory Committee.

CARRIED

Motion 124/16

Moved by Councillor Webb to advertise for additional members for the Rimbey Business Sector sustainability Advisory Committee.

CARRIED

7.3 Rimbey Elementary School – Christmas ConcertMotion 125/16

Moved by Councillor Jaycox to approve the donation of the Main Auditorium in the Peter Lougheed Community Centre for the Rimbey Elementary School Christmas Concert for the dates of December 20, 21 and 22, 2016.

CARRIED

7.4 Community Events Grant Program Application – Canalta Rimbey Renegades Peewee A Hockey Team – Peewee C Provincial TournamentMotion 126/16

Moved by Councillor Payson to approve the \$500.00 towards the Canalta Rimbey Renegades Peewee A Hockey Team towards their Provincial Tournament.

CARRIED

7.5 Red Deer River Watershed AllianceMotion 127/16

Moved by Councillor Jaycox the Town of Rimbey will continue to participate in the Red Deer River Watershed Alliance, as long as their program will educate the children in the Rimbey Schools.

CARRIED

7.6 Community Events Grant Application – Rimbey 4H ClubMotion 128/16

Moved by Councillor Webb to approve a grant in the amount of \$200.00 to the Rimbey 4H Club for their Zones Public Speaking Event which was held on February 21, 2016.

CARRIED

## 8. Reports

8.2.1 Rimbey Municipal Library Special Meeting Minutes of December 4, 2015 and Rimbey Municipal Library Board Meeting Minutes of January 4, 2016, as information.8.2.2 FCSS/RCHHS Board Meeting Minutes of December 21, 2015.Motion 129/16

Moved by Councillor Webb to accept the Rimbey Municipal Library Special Meeting Minutes of December 4, 2015, Rimbey Municipal Library Board Meeting Minutes of January 4, 2016, and the FCSS/RCHHS Board Meeting Minutes of December 21, 2015, as information.

CARRIED

8.3 Council Reports

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

Motion 130/16

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

CARRIED

9. Correspondence 9.1 None

10. Open Forum 10.1 Open Forum

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

There were 3 responses from the gallery.

1 person spoke with regards to the alley ways discussed in R3 designation, R3 designation setbacks and the parking issues which may arise from lots with R3 designation.

1 person spoke regarding the value of back alleys for garbage pick up.

1 person spoke regarding the burn pit at the transfer station.

Deputy Mayor Godlonton thanked the Gallery for their comments.

Deputy Mayor Godlonton recessed the Council Meeting at 7:55 pm.

Treana Mielke from the Rimbey Review and 3 members of the gallery departed the Council Meeting at 7:56 pm.

Deputy Mayor Godlonton reconvened the meeting at 8: 03 pm.

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

11.2 Legal (Pursuant to Division 2, Section 27(1) of the Freedom of Information and Protection Of Privacy Act.)

Motion 131/16

Moved by Councillor Webb the Council meeting go in camera at 8:03 pm, pursuant to Division 2, Sections 24(1) and 27(1), of the Freedom of Information and Protection of Privacy Act, with all Council, Interim Chief Administrative Officer Donna Tona, and Acting Chief Administrative Officer/Chief Financial Officer Lori Hillis, Development Officer Liz Armitage, Director of Community Services Cindy Bowie, Director of Public Works Rick Schmidt and Recording Secretary Kathy Blakely, to discuss land and legal issues.

CARRIED

Motion 132/16

Moved by Councillor Webb the Council meeting reverts back to an open meeting at 8:30 pm.

CARRIED

Motion 133/16

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

CARRIED

Motion 134/16

Moved by Councillor Jaycox to extend the deadline for the sending of correspondence regarding the airport hanger leases and to the caretaker of the the airport land to April 1, 2016.

CARRIED

Motion 135/16

Moved by Deputy Mayor Godlonton to have Administration send information regarding Legacy Lane Phase 2, to Chapmen Riebeek, LLP for reply to the letter from Miller Thompson LLP.

CARRIED

12. Adjournment

Motion 136/16

Moved by Councillor Payson to adjourn the meeting.

CARRIED


Time of Adjournment: 8:36 p.m.

---

MAYOR RICK PANKIW

---

ACTING CHIEF ADMINISTRATIVE OFFICER DONNA TONA

<b>Council Agenda Item</b>	5.1
<b>Council Meeting Date</b>	March 7, 2016
<b>Subject</b>	Rural Business Network Business Visitation program 2016 Jackie Stratton
<b>For Public Agenda</b>	Public Information
<b>Background</b>	Jackie Stratton, Rural Business Network Board Member has contacted the Town of Rimbey requesting a delegation with Council.
<b>Discussion</b>	
<b>Relevant Policy/Legislation</b>	
<b>Options/Consequences</b>	
<b>Desired Outcome(s)</b>	
<b>Financial Implications</b>	
<b>Follow Up</b>	
<b>Attachments</b>	Business Walks Pilot Project Overview
<b>Recommendation</b>	Administration recommends Council accept the presentation as information.
<b>Prepared By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               _____              Lori Hillis, CA, CPA              Acting Chief Administrative Officer           </div> <div style="text-align: center;">             _____              March 3/16              Date           </div> </div>
<b>Endorsed By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">             _____              Lori Hillis, CA, APC              Acting Chief Administrative Officer           </div> <div style="text-align: center;">             _____              March 3/16              Date           </div> </div>



Feb 15, 2016

Town of Rimbey  
Attn: Mayor and Council

Dear Mayor and Council Members

**Re: Rural Business Network Business Visitation Program 2016**

On behalf of the Rural Business Network please consider this letter as a request to be put on the Town Council agenda in March. We would like to do a short presentation about our Business Visitation Program taking place in Blackfalds, Rimbey and Clive this summer.

Thank you!

Jackie Stratton  
RBN Board Member

RR#4  
4937 - 50 Ave  
Rimbey, AB T0C 2J0  
403-843-2727



# Business Walks

## Pilot Project Overview

2016



**BLACKFALDS**  
ALBERTA



Supported by Regional Business Network

## **Regional Business Network (RBN) Business Walks Project**

### **Background:**

Several business resource providers came together in 2015 to facilitate a sustainable economic climate and contribute to overall business sustainability and growth in the region. The Regional Business Network (RBN), comprised of participating Chambers of Commerce, Community Futures, Rural Alberta Business Centres, and municipal economic development and administration, aims to provide services that foster the region's economic sustainability and potential to expand. The RBN is proposing a Pilot Business Retention & Expansion (BR&E) project for spring 2016 that involves site visits to businesses in the region.

The RBN will gather industry intelligence in order to develop retention & expansion initiatives that foster business growth. The communities/partners that have chosen to participate in the 2016 pilot business walk program are the Town of Blackfalds, the Village of Clive, and the Town of Rimbey. It is expected that the Business Walks will take place in mid-May (May 9 – 19), with extensive internal and external communication and promotion prior to these dates. The data collected will be compiled into reports for each participating community. The respective communities will present the findings to their stakeholders and the public at appropriate local events / forums throughout the summer and fall months of 2016.

### ***Why do a Business Walk?***

A Business Walk is an excellent opportunity to listen to the local business community and identify common themes for action while bringing together educational resources, municipal services and representatives of the business community. It allows visitation to numerous businesses in a short amount of time in order to gather industry intelligence to foster business growth.

### ***How will the Business Walk Work?***

The Business Walks will be organized by the RBN in partnership with municipal staff and service providers. Volunteer "walkers" (teams of Chamber and relevant Board members, civic leaders and business support service providers) are assigned areas and will walk from business to business for approximately 3 hours. Teams will ask basic conversationally structured questions such as:

- What products / services does your business provide?
- Is this your only business?
- How has business been?
- What is good about doing business here?
- What can be done to help your business thrive?

Companies identified as "most in need" will receive follow up visits by relevant professionals to gather additional detail and to provide one on one support – i.e. expansion plans, lay-offs, diversification, etc.

### **Objective:**

To identify successes and obstacles the local business communities face within the Central Alberta region and track that information over time.

**Rationale:**

- The Business Walks provide an opportunity to connect with businesses face to face in an informal casual way while also generating the outputs mentioned below
- Increase awareness of services available to business in the region: Chamber(s), Community Futures, Rural Alberta Business Centres, municipal & economic development staff, etc.

**Outputs:**

- Enables the RBN and participating partners to acquire a “business pulse” and communicate successes & obstacles in doing business in the region
- Allows chambers of commerce & service providers to identify value proposition for existing or new membership; increasing stakeholder support
- Provides RBN and participating partners the ability to track the “business pulse” over time, gauging the business climate and impacting program development & business climate messaging
- Contacts with business to identify those requiring follow up assistance.
- Intelligence to be used in future regional economic development planning

**RBN Partner Roles:**

- Team creation & communications
- Identification of targeted communities and # of businesses

**Walker Roles:**

- Conduit for communications developed by RBN Partners
- Day of Walk: 1/2 hour meeting
- Day of Walk: 3 hour walk that includes conversation with businesses
- If designated as a scribe, record responses on survey template created by RBN

May 2016 Business Walks

<p><b>Blackfalds</b></p> <p>Date/Time – afternoon(s) between May 17-19</p> <p>3 teams proposed</p>	<p><b>Clive</b></p> <p>Date/ Time – 1 afternoon between May 10 - 12</p> <p>1 team proposed</p>	<p><b>Rimbey</b></p> <p>Date/ Time - TBD</p> <p># of team(s) - TBD</p>
<p><b>Lead:</b> Jen Hartigh, Blackfalds EDO</p> <p><b>3 Targeted Zones:</b> Downtown, Hwy 2A, &amp; Industrial Parks</p> <p><b>Walkers:</b> EDTB members Mayor &amp; Council Chamber members Michelle Andrishak, RABC Marg Phelan, CF EDO</p>	<p><b>Lead:</b> Carla Kenny, CAO</p> <p><b>Targeted Zone(s):</b> TBD</p> <p><b>Walkers:</b> Marg Phelan, CF EDO Jen Hartigh, Blackfalds EDO</p>	<p><b>Lead:</b> Jackie Stratton, Chamber Chair</p> <p><b>Targeted Zone(s):</b> TBD</p> <p><b>Walkers :</b> Marg Phelan, CF EDO Jen Hartigh, Blackfalds EDO Michelle Andrishak, RABC</p>

**Communications:**

- **Internal & External**
  - a. Pre & post event communications strategy developed by participating RBN partners
  - b. Pre-event press releases, e-newsletters, social media channels & lead partner networks to be used as a conduit for communication to business community
  - c. Post-event report with summary of findings to be made available to all participating RBN partners for release to community as determined by individual community (sample below)
- **Messaging – to be created by participating RBN partners**



**Rancho Cordova | September 29, 2011 POST-EVENT REPORT**

The Sacramento Metro Chamber and Metro Pulse partners – the city of Rancho Cordova and the Rancho Cordova Chamber of Commerce – hosted the fourth annual Rancho Cordova Business Walk on Thursday, September 29, 2011. The business walks are designed to address immediate concerns, provide important information to business owners, and schedule follow-up visits to talk in more detail, if needed. The information collected helps business and civic leaders to better advocate change for the whole community. The day of the walk, 18 different teams walked business to business for three hours in the community. 47 walkers visited 208 businesses and were successful in interviewing 189 of the businesses visited. Over 12 businesses requested a follow-up visit.

Their conversation focused on three basic questions:

- How is business?
- What do you like about doing business in the area?
- What should be done to improve business?

**Summary Results**

Overall, most businesses laid positive feedback on business in general and their Rancho Cordova location. Almost three-fourths (73 percent) expressed that business is at least steady, if not great. When asked what they like most about doing business in Rancho Cordova, three things stood out: 1) location; 2) community/clients and 3) affordability. When asked what could be done to improve doing business in Rancho Cordova, the most frequent responses were: 1) security/safety; 2) traffic/roads; and 3) signage/marketing. Rancho Cordova businesses would also like to see more redevelopment/development activity. Despite these comments, the data shows that few companies are planning on closing or relocating.

The remainder of this report provides additional detail on the responses to each interview question, as well as steps the city and chamber are taking to further improve the local business climate.

**Question 1: How is Business?**

When you ask an owner or employee "how is business?" many people today expect to hear that business is struggling, slow or bad. That was not the case in Rancho Cordova, as a majority of responders were optimistic. Forty-four percent of businesses interviewed said that business was "good/great." This was due to their location, capacity to expand and grow in the area, ability to adapt to the changing economic times, and overall diversity of their clients.

Twenty-nine percent of businesses said business was "steady/fair," citing the up and down fluctuation of profits and losses over the last few years. Some have struggled with investing in labor and material also due to the uncertainty of the market. A few businesses reported that they are selling more, but at lower prices, so they are not necessarily making more money.



Twenty-seven percent of businesses said that business has been "slow/poor" due to high taxes, crime in the area and vacant stores. Some respondents reported that their business clients have been moving out of the area. Due to the decrease in spending and the stagnant economy, many businesses are experiencing the national economic downturn. Despite the reported setbacks, a majority of local businesses in Rancho Cordova plan to stay in business, and want to stay in Rancho Cordova.

**Question 2: What do you like about doing business in the area?**

When asked why they like doing business in Rancho Cordova, businesses reported "location" as the top reason. Seventy-four percent of businesses agreed that their location is not only "convenient" for their employees, but also for their clients. Many enjoy being close to downtown Sacramento, with easy access to South Lake Tahoe and central California. The local freeways and highways were also cited as a major draw; clients and employees are able to get in and out of Rancho Cordova with ease. The proximity to nearby restaurants and strip malls is also a positive aspect of the area.



"Community/clients" (20 percent) was another draw for why people like doing business in Rancho Cordova. Many have enjoyed seeing the positive redevelopment in the community and like the small town feel. Owners benefit from their clients who are from the area and want to support Rancho Cordova businesses. The community and clients were described as being easy going, nice, loyal and very diverse.

Another benefit is the "affordability" (8 percent) of the community. Some businesses stated that they moved to Rancho Cordova because of the "cheap rent." A few landlords have even lowered rent prices due to the economy; this has allowed many companies to not only be able to stay in Rancho Cordova, but also stay in business. The costs were described as "reasonable," "less expensive than other areas" and "affordable for the amount of space they need."

In addition, some respondents provided several "other" reasons for liking Rancho Cordova, including:

- City newsletter
- Good resources provided by city with little interference
- Safety and street improvements

**Question 3: What should be done to improve business?**

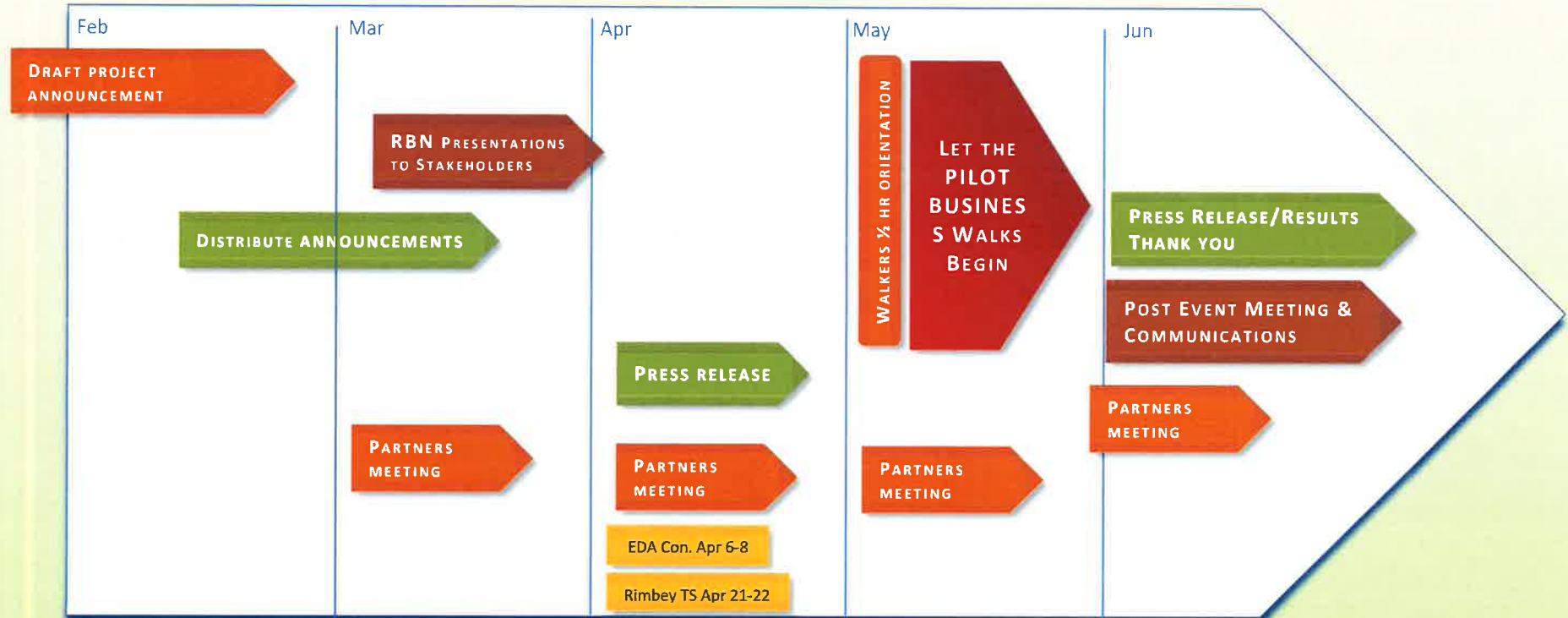
Thirteen percent of the surveyed businesses said that "nothing" in Rancho Cordova needs improvement. Twenty-six percent of the businesses who were surveyed described "safety/security" as their main problem. The concerns are due to break-ins, loitering, transients and panhandling. Many of the instances occur after 5:00 p.m. Some businesses owners are looking for more patrolling at night and also faster response times when an incident occurs.

"Traffic/roads" was also addressed by 17 percent of businesses. Many felt that hazardous traffic and old roads were not only a safety concern, but also a hindrance to their business. Specific concerns regarding speeding and poorly timed lights were described multiple times.

These instances included:

- Sunrise Boulevard being extremely jammed, wider streets were recommended
- Adding a central traffic light in the Business Park Drive area, as well as additional traffic lights at Folsom Boulevard and Sunrise Boulevard and Timmy River and Sunrise
- Reduce speeding on both Olson Drive & Bradshaw Road
- Fix possible timing problems for the lights at Zinfandel Drive and Data Drive

Business representatives also commented on the need to fix more potholes and expand the bike lanes in high traffic areas. "Signage/marketing" and "redevelopment/development" were additional concerns (16 percent each). Owners are looking to not only market their business, but Rancho Cordova as a whole. Businesses addressed the need for the community to find "common ground" that can benefit multiple business needs and make Rancho Cordova a destination area. They believe this can or happen.



Internal RBN project preparation

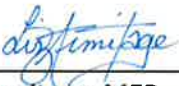
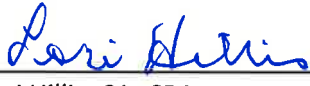


RBN – Project Management, initiate, create, present, implement, compile and Celebrate



Communications - handouts & email; press releases



<b>Council Agenda Item</b>	5.2	
<b>Council Meeting Date</b>	March 7, 2016	
<b>Subject</b>	Carey Anderson	
<b>For Public Agenda</b>	Public Information	
<b>Background</b>	Mr. Anderson has contacted the Town of Rimbey requesting a delegation with council.	
<b>Discussion</b>		
<b>Relevant Policy/Legislation</b>		
<b>Options/Consequences</b>		
<b>Desired Outcome(s)</b>		
<b>Financial Implications</b>		
<b>Follow Up</b>		
<b>Attachments</b>		
<b>Recommendation</b>		
<b>Prepared By:</b>		
<b>Endorsed By:</b>	 _____ Elizabeth Armitage, MEdes, RPP, MCIP Contract Planning & Development Officer	<u>March 2, 2016</u> Date
	 _____ Lori Hillis, CA, CPA Acting Chief Administrative Officer	<u>March 3, 2016</u> Date

I Carey Anderson representing 1027859 AB Ltd or Evergreen Estates, would like to be on Monday Council meeting agenda to discuss the ongoing issue of reducing the property taxes on my vacant lots in the subdivision. The hi-way commercial lots are the main ones for discussion, however the municipal portion on the residential lots should also be considered. And then the lot directly south west of Napa that has the restrictive covenant on it, I feel that this lot should be exempt from taxes totally until the covenant issue is resolved, and possibly some back taxes paid back. This issue is legal to do in every way it is totally up to council on what they think is fair. The tax incentive that was removed by the previous council should be reinstated at least to the end of the 5 year term that was promised to developers and business's that were effected by this.

Thank for your time in this matter

*Carey*

Mar 3/16



<b>Council Agenda Item</b>	6.1
<b>Council Meeting Date</b>	March 7, 2016
<b>Subject</b>	Municipal Development Plan
<b>For Public Agenda</b>	Public Information
<b>Background</b>	<p>At the December 21, 2015 Regular Council Meeting Council passed Motion 416/15 which gave first reading to Bylaw 910/15 Municipal Development Plan.</p> <p>Public Hearing for Bylaw 910/15 was held on February 8, 2016.</p> <p>On February 22, 2016 council tabled the Municipal Development Plan until March 7, 2016.</p>
<b>Discussion</b>	<p>Administration has prepared a new MDP to direct future growth within the Town. The MDP was developed through consultation with administration, local developers and builders, and Town Council. Resident input was gathered through the Community Survey conducted in 2015. Additionally, Town residents were asked to present their feedback at the Public Hearing on February 8, 2016.</p> <p>The public hearing was advertised in the Rimbey Review editions on January 5, 12, 19 and 16, and February 2, 2016. Copies were made available on the Town of Rimbey website and copies were also made available at the front counter for residents to pick up. Additionally, relevant agencies were notified as per MGA Section 606 on December 22, 2015.</p> <p>After agency circulation, changes were made to the document based on the feedback received. Feedback was received from Ponoka County, Alberta Energy Regulator and Alberta Transportation (original comments are attached as appendices). Ponoka County supports the MDP as written. Alberta Energy responded with a standard policy statement regarding setback referrals. Alberta Transportation provided constructive comments which were incorporated.</p> <p>On February 8, 2016 comments were also received from Atco Pipelines. These comments were read into the record at the February 8 Public Hearing. As per council's direction, on February 9, 2016 Elizabeth Armitage spoke with Isabel Solis with Atco Pipelines to clarify their comments. It was determined that Atco Pipelines provides these general comments to all municipalities as an early notification for their records. Future planning circulations, including Area Structure Plans, land use redesignations and subdivisions, will be reviewed by Atco Pipelines and they will provide more detailed comments at that time. Atco Pipelines does not require follow-up to these comments at this time. Atco Pipelines comments have been added to Appendix 3.</p> <p>Prior to the public hearing, discussions with one developer indicated that they support policy 7.4 requiring an Area Structure Plan to be required with the</p>



subdivision of four or more lots. Further, written comments were received from one (1) resident on February 5<sup>th</sup> indicating that they felt policy 7.4 should be amended to reflect a higher number of lots such as 8 or 10. These comments were read into the record at the public hearing and are attached in Appendix 4.

Additional discussion occurred at the public hearing where three (3) residents voiced comments on various policies within the MDP.

Based on the direction received from Council on February 8, 2016 the following modifications have been made to the MDP. Note that strikethroughs indicate a deletion and yellow indicates addition.

Page Number	Policy / Section	Edit
1	Economic sustainability - Point 3	Fostering and maintaining a strong business <del>communities</del> community within the Town.
8	Section 5 - First paragraph	Private households refer to a person or a group of people occupying the same dwelling;; this includes large families, multiple families, single parent families, and one-person households.
12	Policy 7.5	...subdivision and/or redevelopment of any parcel which will be subdivided into six or more lots and/or consist of greater than 1.5- hectares of land is permitted to proceed.
13	Policy 7.6	All statutory plans, <del>and</del> non-statutory plans and non-statutory policies adopted by Council shall be consistent with this plan.
13	Policy 7.7	The Town should give consideration to the following matters when reviewing proposed developments and/or amendments to the Land Use Bylaw-:
13	Policy 7.7.1	The goals and policies of this and other applicable statutory and non-statutory plans and/or non-statutory policies adopted by Council;
13	Policy 7.12	Upon the subdivision of land, the Town will require the provision of reserves; <del>in the form of land, money, or a combination thereof;</del> to the maximum amount provided for in the Municipal Government Act. The Town's preference is for land dedication; however, money or a combination of money and land

			may be considered in unique circumstances.
	13	Policy 7.14	Farming means the raising or production of crops, or animals, and includes a single residence for the farmer
	15	First sentence	The Town is composed of a multiple housing types including single detached, duplex, fourplex, apartments, manufactured and row housing.
	18	First sentence	The Town is has a wide range of industrial land uses and business. Much of this development has been established to support the agricultural and the oil and gas industry.
	21	Policy 17.9	Proposals for re-designation, subdivision and development shall accommodate design elements that consider safety factors and facilitate accessibility by police, fire and ambulance services.
	22	Second sentence	In accordance with all provincial legislation the conservation of environmentally significant areas should be encouraged, including unique vegetation, riparian areas, topography, and fish habitat and wildlife habitat.
	26	First sentence	The Town is dedicated to providing opportunities for education to all residents and visitors.
		Map 4	Removal of "Zoning TBD" after Future Residential in legend. Addition of "Conceptual" to the Future Land Uses heading in the legend and a note that zoning is to be determined at ASP stage.
	<p>Should Council approve the Municipal Development Plan, administration recommends the following additional policies be addressed after third reading is passed:</p> <ul style="list-style-type: none"> <li>• Prepare a new Land Use Bylaw to provide a framework to implement the new MDP.</li> <li>• Repeal Town of Rimbey Area Structure Bylaw 839/09.</li> <li>• Repeal Town of Rimbey Municipal Development Plan Bylaw 672/97</li> </ul>		
<b>Relevant Policy/Legislation</b>	MGA 632		

<b>Options/Consequences</b>	<p>Option 1: Approve Second and Third Reading of Bylaw 910/15 as proposed.          Option 2: Approve Second and Third Reading of Bylaw 910/15 with amendments.          Option 2: Refuse Bylaw 910/15 as proposed and cite the reasons for refusal into the minutes of record.          Option 3: Table the decision on Bylaw 910/15 as proposed and request further information if required.</p>
<b>Desired Outcome(s)</b>	<p>To provide the residents of Rimbey with policy to support long term cohesive growth.</p>
<b>Financial Implications</b>	<p>None.</p>
<b>Follow Up</b>	<p>Council to hear second reading and third readings.</p>
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Bylaw 910/15</li> <li>• Town of Rimbey Municipal Development</li> <li>• List of Circulation Agencies, circulation notice and circulation responses.</li> <li>• Resident written submission.</li> </ul>
<b>Recommendation</b>	<p>Administration recommends approving Second and Third Reading of Bylaw 910/15 as proposed.</p>
<p><b>Prepared By:</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               _____              Liz Armitage              Contract Development Officer           </div> <div style="text-align: right;">             _____              Feb 29, 2016              Date           </div> </div> <p><b>Endorsed By:</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">               _____              Donna Tona, CTS              Interim Chief Administrative Officer           </div> <div style="text-align: right;">             _____              March 3, 2016              Date           </div> </div>	

# TOWN OF RIMBEY MUNICIPAL DEVELOPMENT PLAN

Bylaw 910/15

## A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO REPEAL BYLAW 672/97 MUNICIPAL DEVELOPMENT PLAN AS AMENDED AND ENACT BYLAW 910/15 MUNICIPAL DEVELOPMENT PLAN.

WHEREAS, Section 632 of the Municipal Government Act, Chapter M-26 empowers Council to adopt a Municipal Development Plan, providing direct regulations and guidelines for future land use, development, municipal services and facilities within the municipality;

AND WHEREAS, Section 63(1) and 2(b) of the Municipal Government Act, Chapter M-26 empowers Council to undertake a comprehensive review and update of the Town of Rimbey's Municipal Development Plan Bylaw No. 672/97. Council has deemed it necessary to repeal the said Plan and adopt a new Town of Rimbey Municipal Development Plan;

AND WHEREAS, copies of this Bylaw and related documents were made available for inspection by the public at the Town office as required by the Municipal Government Act Revised Statutes of Alberta 2000, Chapter M-26;

NOW THEREFORE, Council of the Town of Rimbey duly assembled and pursuant to the Municipal Government Act Revised Statutes of Alberta 2000, Chapter M-26 enacts as follows:

1. That this Plan shall be known as the Town of Rimbey Municipal Development Plan.
2. That the Town of Rimbey Municipal Development Plan NO.672/97 and all amendments are hereby repealed.
3. That the attached "Appendix and Schedules" is hereby adopted as the Town of Rimbey Municipal Development Plan.
4. The adoption of this Municipal Development Plan is effective upon the date of the passing of the third and final reading of this Bylaw No. 910/15.

READ a first time this 21 day of December, 2015.

  
\_\_\_\_\_  
MAYOR

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

**TOWN OF RIMBEY MUNICIPAL DEVELOPMENT PLAN**

Bylaw 910/15

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

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

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

\_\_\_\_\_  
MAYOR

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

# Municipal Development Plan

---



Town of  
**Rimby**

---





## TABLE OF CONTENTS

<b>PART ONE: PURPOSE AND BACKGROUND</b>	<b>- 1 -</b>
SECTION 1: PURPOSE	- 1 -
SECTION 2: POLICY CONTEXT	- 4 -
<b>PART TWO: PHYSICAL ENVIRONMENT</b>	<b>- 6 -</b>
SECTION 3: COMMUNITY CONTEXT	- 6 -
SECTION 4: POPULATION	- 6 -
SECTION 5: CURRENT DEMOGRAPHICS	- 8 -
<b>PART THREE: SETTING THE STAGE FOR GROWTH</b>	<b>- 12 -</b>
SECTION 6: GOALS	- 12 -
SECTION 7: POLICIES	- 12 -
<b>PART FOUR: RESIDENTIAL DEVELOPMENT</b>	<b>- 15 -</b>
SECTION 8: GOALS	- 15 -
SECTION 9: POLICIES	- 15 -
<b>PART FIVE: COMMERCIAL DEVELOPMENT</b>	<b>- 17 -</b>
SECTION 10: GOALS	- 17 -
SECTION 11: POLICIES	- 17 -
<b>PART SIX: INDUSTRIAL DEVELOPMENT</b>	<b>- 18 -</b>
SECTION 12: GOALS	- 18 -
SECTION 13: POLICIES	- 18 -
<b>PART SEVEN: TRANSPORTATION</b>	<b>- 19 -</b>
SECTION 14: GOALS	- 19 -
SECTION 15: POLICIES	- 19 -
<b>PART EIGHT: MUNICIPAL UTILITIES, SERVICING AND IMPROVEMENTS</b>	<b>- 20 -</b>
SECTION 16: GOALS	- 20 -
SECTION 17: POLICIES	- 20 -
<b>PART NINE: ENVIRONMENT</b>	<b>- 22 -</b>
SECTION 18: GOALS	- 22 -
SECTION 19: POLICIES	- 22 -
<b>PART TEN: COMMUNITY DEVELOPMENT</b>	<b>- 24 -</b>
SECTION 20: GOALS	- 24 -
SECTION 21: POLICIES	- 24 -





<b>PART ELEVEN: ECONOMIC DEVELOPMENT</b>	<b>- 25 -</b>
SECTION 22: GOALS	- 25 -
SECTION 23: POLICIES	- 25 -
<b>PART TWELVE: EDUCATION</b>	<b>- 26 -</b>
SECTION 24: GOALS	- 26 -
SECTION 25: POLICIES	- 26 -
<b>PART THIRTEEN: INTER-MUNICIPAL COOPERATION</b>	<b>- 27 -</b>
SECTION 26: GOALS	- 27 -
SECTION 27: POLICIES	- 27 -
<b>PART FOURTEEN: ADMINISTRATIVE MATTERS</b>	<b>- 28 -</b>
SECTION 28: INTERPRETATION	- 28 -
SECTION 29: IMPLEMENTATION	- 28 -
SECTION 30: AMENDMENT	- 28 -
SECTION 31: REVIEW	- 28 -
<b>PART FIFTEEN: GLOSSARY OF TERMS</b>	<b>- 29 -</b>



## Part One: Purpose and Background

### Section 1: Purpose

Development in the Town of Rimbey (Town) should respect and promote the vision and mission.

#### Vision:

*To provide governance that fosters  
a progressive, evolving lifestyle.*

#### Mission:

*Building a community known for its quality lifestyle.*

To achieve the vision and mission development in the Town should be economically, environmentally, socially and culturally balanced. The Town should be community where residents can enjoy a high quality of life and where new residents come to live, work and play. There are six pillars the Town values for development (Figure 1).

**Sustainable Built Environment:** Refers to construction and development of buildings and structures. The Town will promote a high quality built environment by:

- Building neighborhoods that support all forms of transportation.
- Promotion of aesthetically pleasing designs and architectural standards for neighborhoods and public spaces.

**Sustainable Natural Environment:** Refers to a communities natural features, such as parks and greenspaces. The Town will work to preserve its natural environment through:

- Maintaining and enhancing current greenspaces while supporting new ones.
- Supporting natural design features and low impact development standards.

**Economic Sustainability:** Emphasizes a well-developed and diverse local economy in the Town through:

- Creating a diverse environment that attracts new business development.
- Support and promotion of current local businesses.
- Fostering and maintaining a strong business community within the Town.
- Building new partnerships with business communities outside of the Town.

**Cultural Sustainability:** Strives to create a vibrant and exciting community that reinforces the Town's identity and community pride through:

- Support for a variety of art and culture.
- Opportunities for leisure, sport, and recreation.
- Emphasis on heritage and history.
- Promotion of community events and activities.

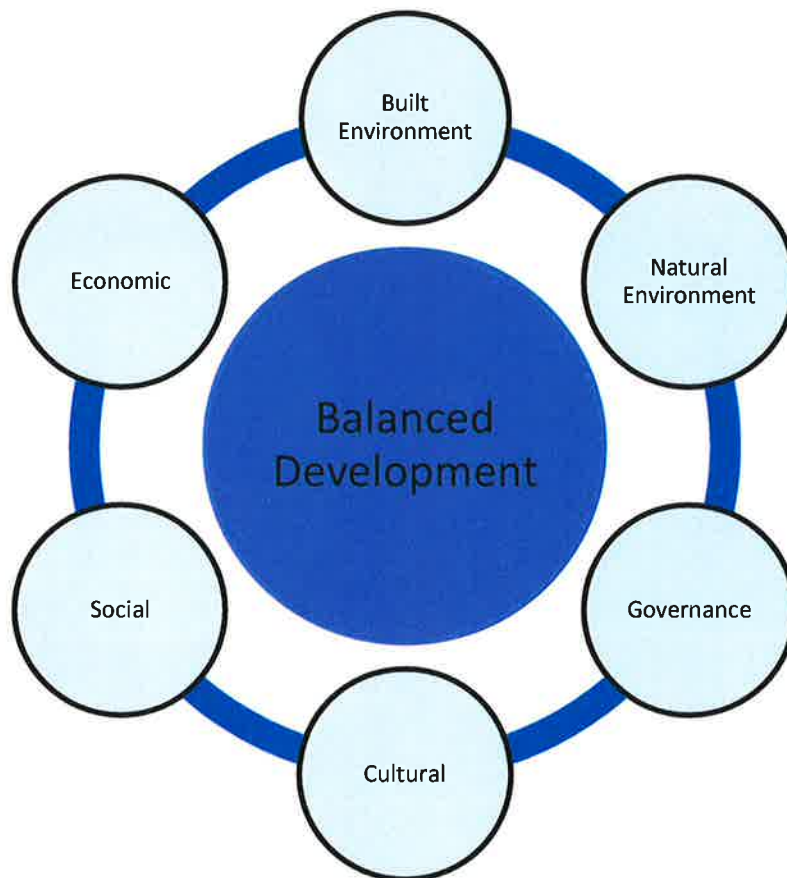
**Social Sustainability:** Supports the health and wellbeing of the community through:

- Creation of safe and accommodating neighborhoods and public spaces.
- Enabling all residents to fully participate in community life.

**Sustainable Governance:** Strives to provide efficient and effective services through:

- Engaging with the public through open houses, public forums, design charrettes, etc.
- Maintaining current relationships and expanding relationships with other municipalities and organizations.
- Routine monitoring and progress reports on developments.

**Figure 1: Six Pillars of Balanced Development**





The goals and policies of the MDP apply to land within the Town boundary, and are intended to:

- 1.1 Protect and enhance past physical characteristics and traditions;
- 1.2 Guide the orderly and systematic physical growth of the community;
- 1.3 Establish the desirable qualitative and quantitative direction for future community development;
- 1.4 Identify major current and potential constraints, issues and opportunities such as the need for jobs, variety in housing types and densities, and infrastructure expansion, amongst others;
- 1.5 Define strategies for achieving the Town's aspirations and set priorities for the near and long term future;
- 1.6 Establish policies and recommendations that will delineate how the Town can move towards achieving its goals; and
- 1.7 Be consistent with Provincial Land Use Policy.

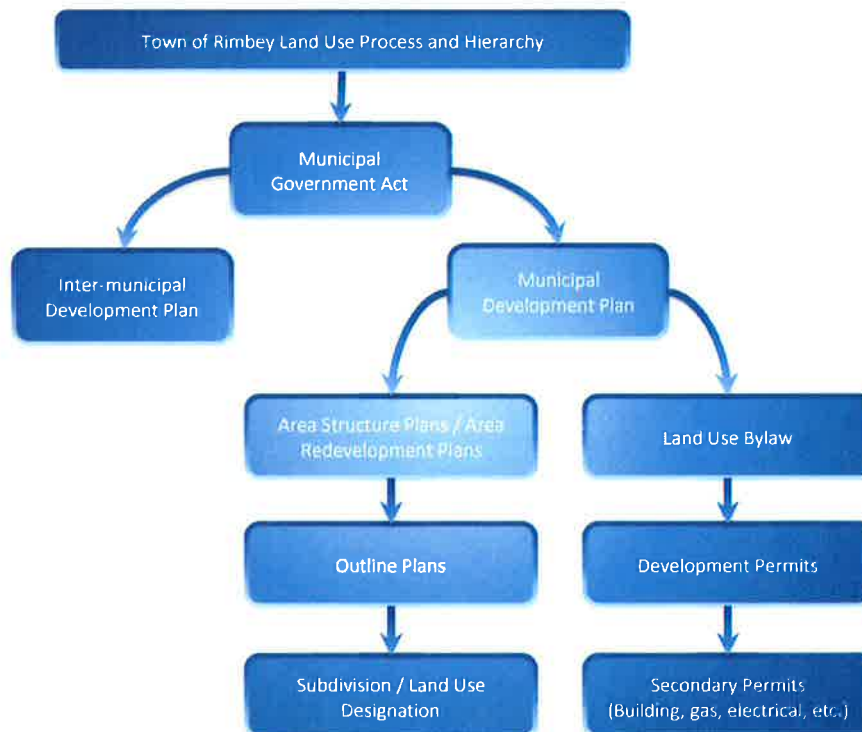
## Section 2: Policy Context

The Municipal Government Act (MGA), Statutes of Alberta, states that municipalities with a population of 3,500 or less may prepare and adopt a Municipal Development Plan (MDP). The Act states that an MDP must address future land use and development in the municipality, the provision of municipal services and facilities, and inter-municipal issues such as future growth areas and the co-ordination of transportation systems and infrastructure.

The MDP is a framework that is intended to guide decision-making, bylaw development and investment for the future, providing a degree of certainty to the Council, administration, developers, and the public, regarding the form and character of the community. The MDP is primarily a policy document that can be utilized as a framework within which both public and private sector decision making can occur. As a policy document it is, for the most part, general in nature and long range in its outlook. The MDP provides the means whereby Council can evaluate immediate situations or proposals in the context of a long range plan for The Town.

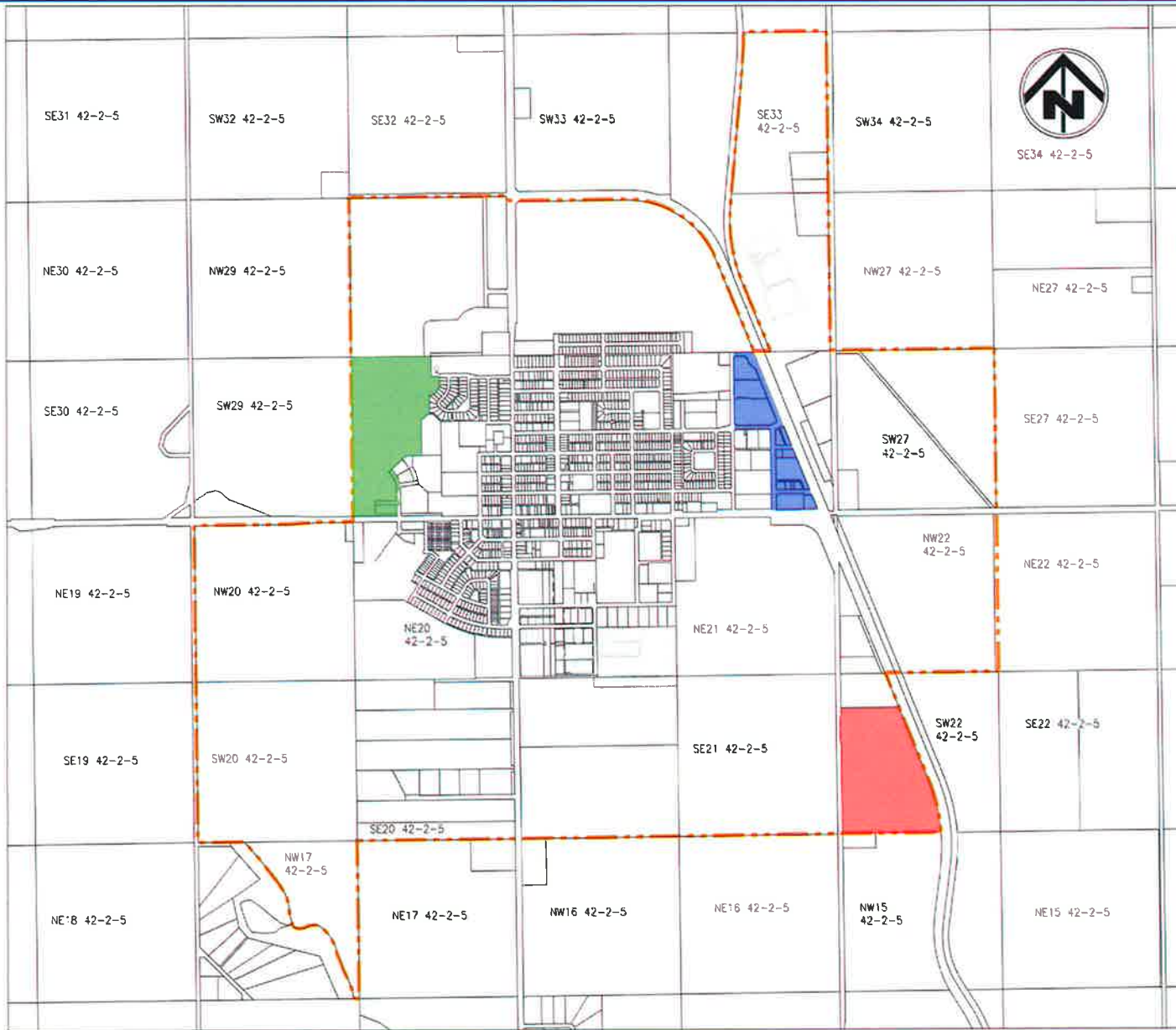
As such, all bylaws adopted and works undertaken in the community must be consistent with the MDP. Map 1 identifies all statutory plans that exist in the Town. Concerning land use decision-making, the Land Use Bylaw serves as the regulatory document and operates within the framework developed in the MDP process (refer to Figure 2).

**Figure 2 – Planning Hierarchy**





The MDP is a reflection of community values and objectives held by residents of the Town which have been determined through input and consultation with residents, local developers and council. The overall purpose of the Town MDP is to guide future growth and development to ensure that it is sustainable, orderly, appropriate, complementary, efficient, and that it enhances the quality of life for the citizens of the Town.



Legend

DESCRIPTION	
TOWN LIMIT	
<b>EXISTING APPROVED AREA STRUCTURE PLANS</b>	
1) BRIX ASP (BYLAW 886-13)	
2) JOHNSON ESTATES ASP (BYLAW 884/13)	
3) EAST ASP (BYLAW 654/96)	



Project **TOWN OF RIMBEY  
MUNICIPAL DEVELOPMENT  
PLAN**



4100 Lakeside Blvd. Suite 100  
GA 30560 45 Street Road Deer AB T4N 1L1  
Phone: 403.463.7800 Fax: 403.463.7801  
E-Mail: info@tagish.ca web: tagish.ca

Scale	1:20,000
Date	November 6, 2015
Draw. File	R8127_02NOV_3NOV2015.dwg

Title		Project No.
<b>EXISTING APPROVED AREA STRUCTURE PLANS</b>		<b>R5127</b>
Drawing No.		MAP
		<b>1</b>



## **Part Two: Physical Environment**

### **Section 3: Community Context**

Rimbey is located at the intersection of Highway 53 and Highway 20 in west-central Alberta (Map 2). Both of these highways provide excellent access to the community for residents and visitors alike. Adjacent to Highway 20 through the Town is the Canadian Pacific Railway. The proximity to the railway has enabled the development of industrial activities that rely on rail transportation. The Town's transportation features are depicted in Map 3.

The Town is bordered on all sides by Ponoka County. The agriculture and oilfield sectors are the main employers in the region. The Town has significant industry supporting these sectors which should be promoted with future development.

Further, the region has significant oil and gas pipelines and abandoned wells. All future development within the Town shall incorporate appropriate setbacks as required.

The Blindman River is another important regional consideration. It borders the Town's western boundary providing both an important environmental resource and an important recreational asset. Development should to be carefully planned and done in a sustainable manner.

Existing land use patterns set the stage for development of adjacent lands. The distribution of existing commercial, industrial, recreational and educational facilities influences future development patterns. Map 4 identifies existing and future land uses as envisioned by the MDP.

### **Section 4: Population**

Figure 3 illustrates the population for the Town since 1991. The graph indicates that over the past 20 years, the Town experienced relatively stable growth.





**TAGISH**  
ENGINEERING  
Consulting Engineers

G4, 5550 - 45 St  
RED DEER, AB T4N 1L1  
Ph: (403) 340-7710  
Fax: (403) 341-4909  
Email: admin@tagishengineering.com

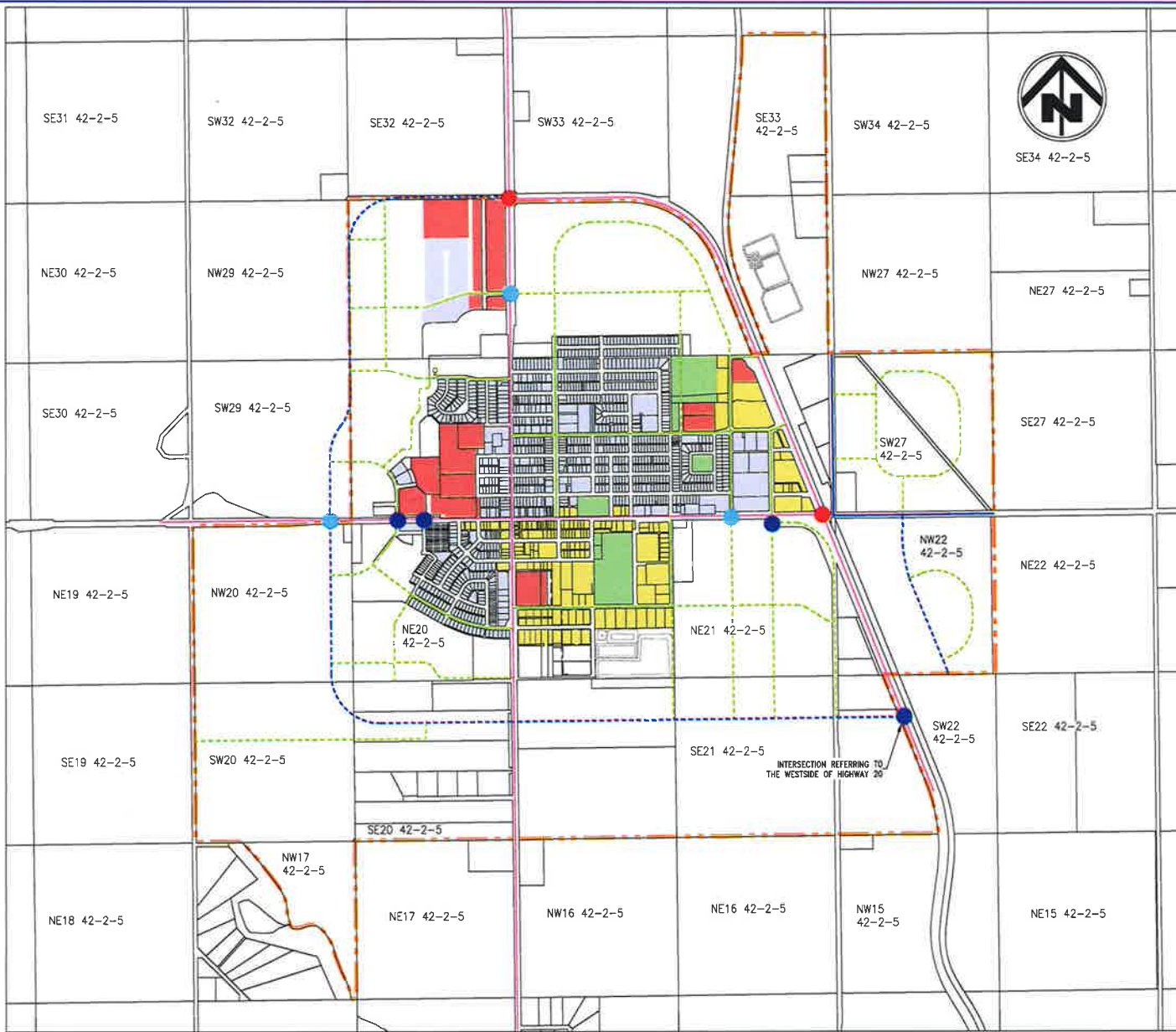
Client  
**TOWN OF RIMBEY**  
Project

**MUNICIPAL  
DEVELOPMENT PLAN**

Drawing  
**MUNICIPAL LOCATION  
PLAN**

Scale: NTS	Date: NOV 6, 2015
Drawn: LS	Project No.: RB127
Designed: LS	Dwg File: RB127_Municipal Location_7Dec2015.dwg
Checked: GS	
Approved: GS	

Drawing No.  
**MAP 2**



**Legend**

DESCRIPTION	EXISTING	CONCEPTUALLY PROPOSED
HIGHWAY		
COLLECTOR		
ARTERIAL		
TOWN LIMIT		

**HIGHWAY INTERSECTION IMPROVEMENTS**

- 1) INTERSECTION APPROVED IN PRINCIPLE BUT WILL REQUIRE ASP AND/OR TIA IF AREA DEVELOPS
- 2) FUTURE INTERSECTION UPGRADES WILL BE REVIEWED IN CONJUNCTION WITH THE TOWN AND ALBERTA TRANSPORTATION
- 3) FUTURE INTERSECTION REQUIRE UPGRADES BASED ON CONDITIONS OUTLINED IN THEIR CORRESPONDING TIA OR AGREEMENT WITH THE TOWN

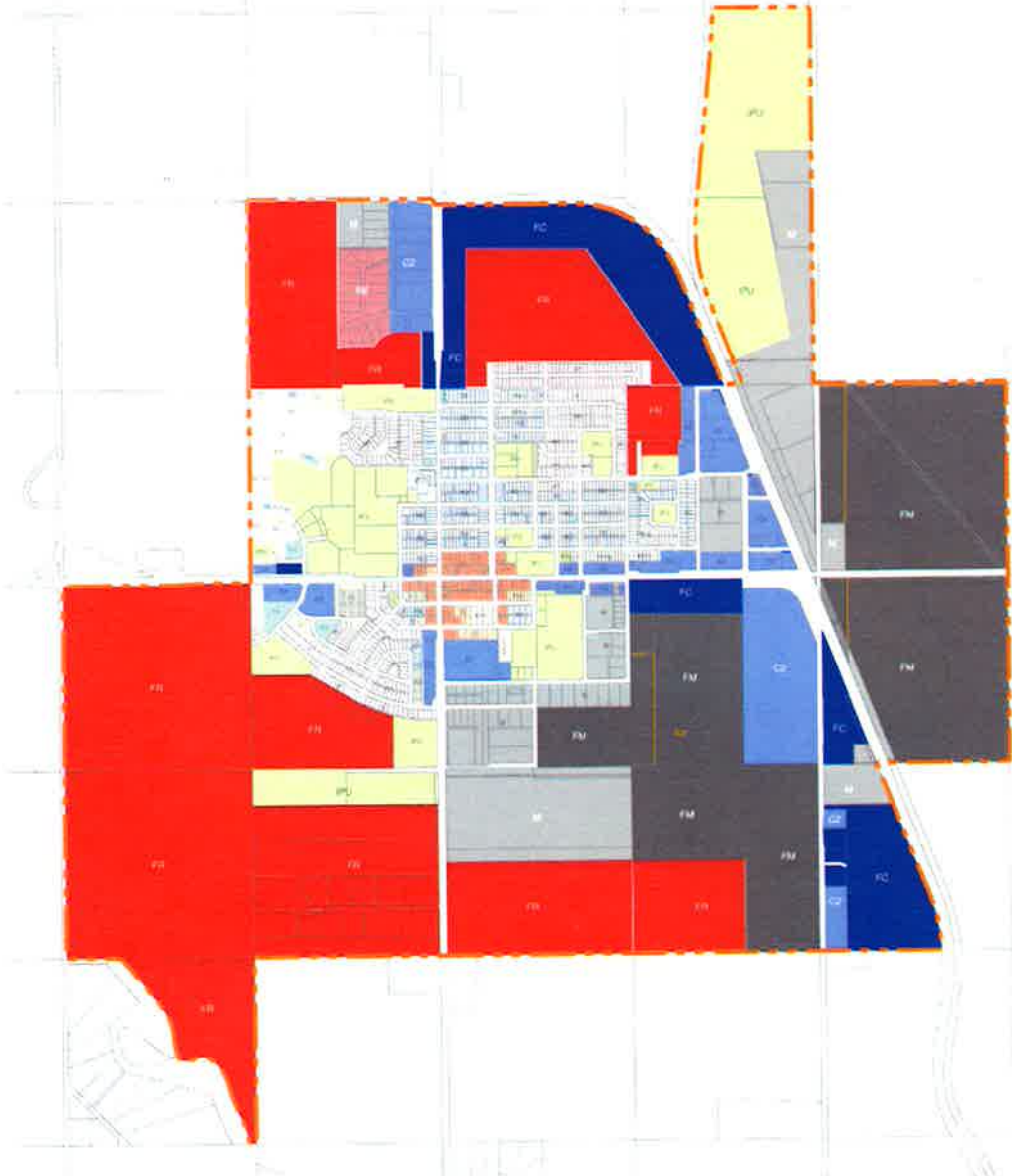


Project **TOWN OF RIMBEY MUNICIPAL DEVELOPMENT PLAN**

**TAGISH ENGINEERING**  
 Consulting Engineers  
 G4, 5550 - 45 Street, RED DEER, AB T4N 1L1  
 Phone: (403) 243-1110 Fax: (403) 243-8888  
 e-mail: admin@tagisheng.com

Scale	1:20,000
Date	November 5, 2015
Draw. File	RB127_DGN01_2NOV2015.dwg

Title		Project No.
<b>FUTURE ROAD NETWORK</b>		RB127
Drawing No.		MAP
		3



**Legend**

**DESCRIPTION**

**TOWN LIMIT**

**EXISTING LAND USE**

- R1A Low density residential
- R2 General residential
- R3 Medium density residential
- R4 High density residential
- MHP Manufactured housing subdivision
- MHP Manufactured housing park
- RE Residential estate
- CR Country residential
- FUD Planned unit development
- B2 Central commercial
- B2 Highway commercial
- IPU Industrial
- IPU Institutional and public uses
- DC Direct control

**CONCEPTUAL FUTURE LAND USE**

- FR Future Residential
- FC Future Commercial
- FM Future Industrial

Zoning to be determined at ASP Stage  
 Although lanes are shown within land use districts on this map, that is simply for ease of mapping. Roads and lanes are not classified to any land use.

Existing Land Use Based on  
 Land Use Bylaw 752/04  
 Schedule C: Land Use Districts



Project **TOWN OF RIMBEY  
 MUNICIPAL DEVELOPMENT  
 PLAN**

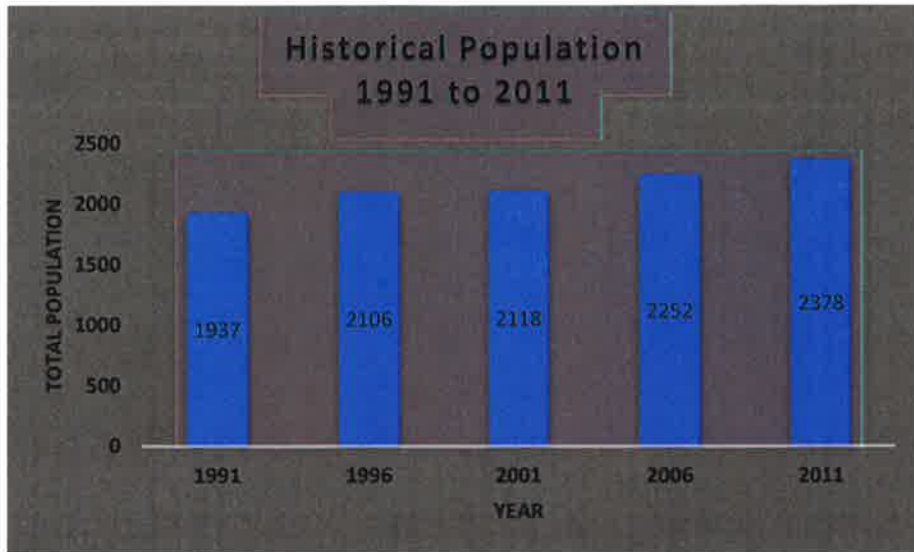


COMMERCIAL ENGINEERS  
 641 6669 45 Street, REG. DEER AB, TAN. (41)  
 10000 45 Street, Regina, Saskatchewan, S4S 0G2

Scale	1:70,000
Date	November 6, 2015
Dwg. File	RB127_LUS_7Dec2015.dwg

<b>FUTURE          LAND USES          MAP</b>	Project No. <b>RB127</b>
	Drawing No. <b>MAP 4</b>

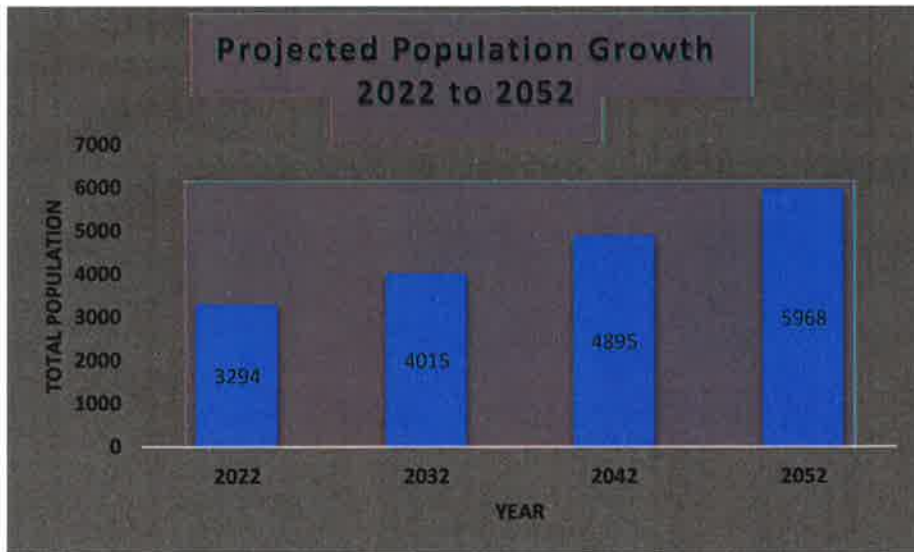
**Figure 3 - Historical Population – 1991 to 2011**



*Population Data from Statistics Canada*

Population of the Town is expected to continue to increase at an approximate yearly growth rate of 2% (Figure 4), with an anticipated population of 5968 residents by 2052. Within this projection we expect fluctuations as some years will exceed expectations and other years may not.

**Figure 4 – Projected Population Growth – 2022 to 2052**

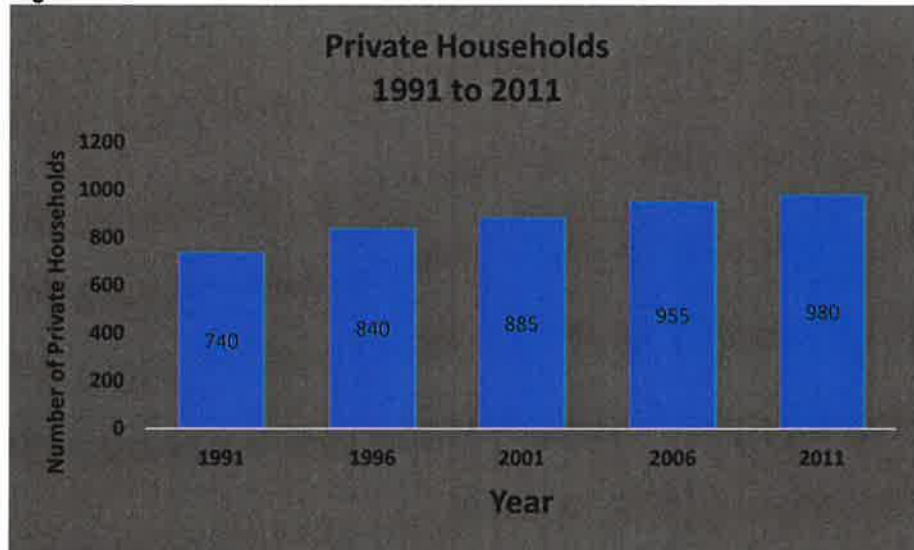


*Projected Population Growth from 2011 Infrastructure Study*

## Section 5: Current Demographics

Figure 5 depicts that from 1991 to 2011, the growth in the number of private households has continued to increase, growing from 740 households to 980. Private households refer to a person or a group of people occupying the same dwelling; this includes large families, multiple families, single parent families, and one-person households.

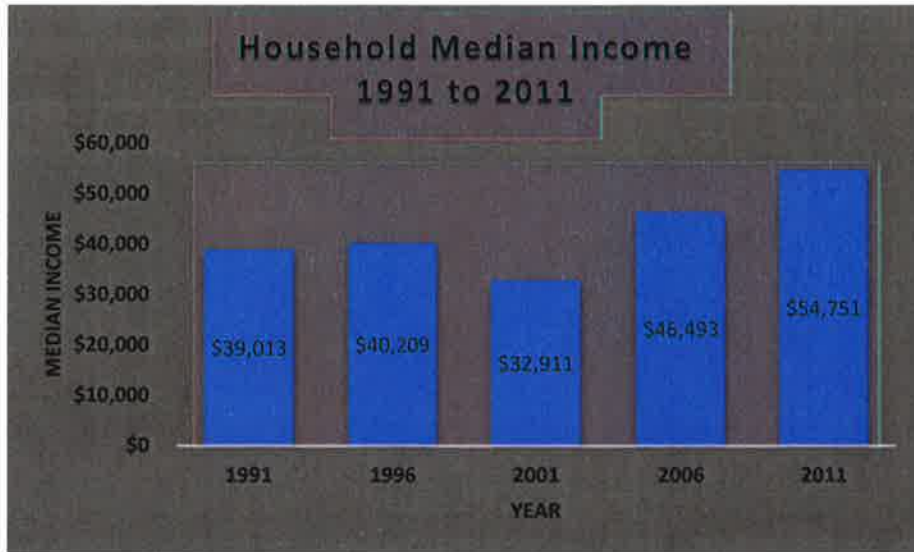
**Figure 5 – Number of Private Households – 1991 to 2011**



*Private Household Data from Statistics Canada*

With the exception of 1996 through 2011 where there was a significant drop in private household median income (-22%), the private household income has continued to increase. With the most significant increase of 29% occurring between 2001 through 2006. Overall between 1991 and 2011, the Town has experienced a 29% growth in private household income. Private household income is presented in Figure 6.

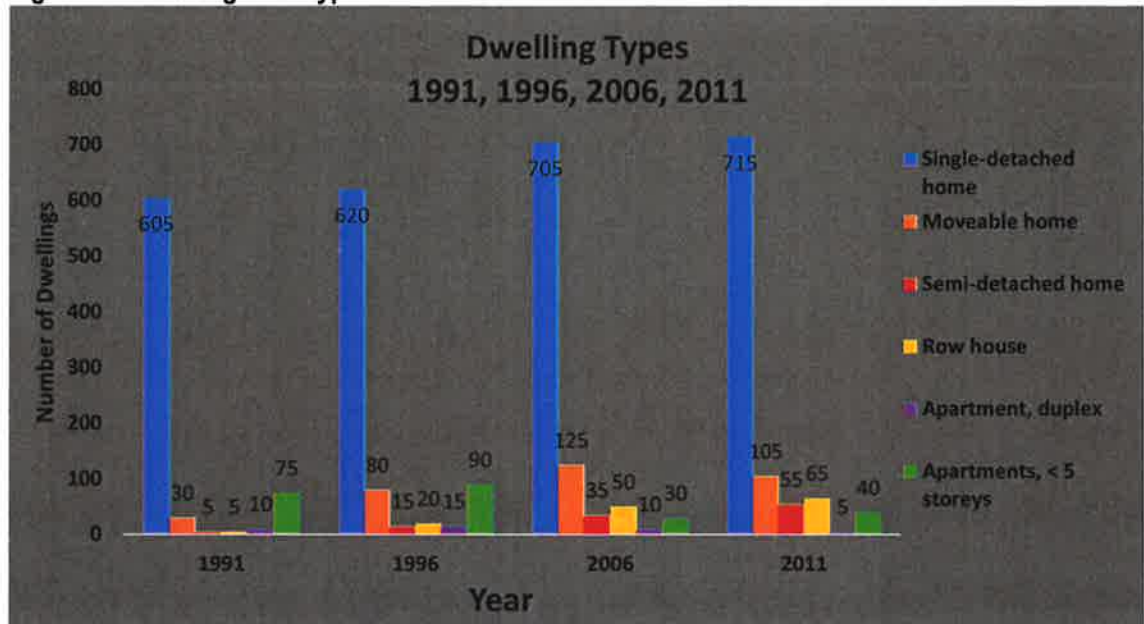
**Figure 6 – Dwelling Unit Type – 1991 to 2011**



*Household Median Income from Statistics Canada*

As illustrated in Figure 7, from 1991 to 2011, the types of housing that experienced continual growth were single-detached houses, row houses and semi-detached homes. Single-detached homes make up a significant majority of dwellings in the Town, about 73% of all dwellings in 2011. Moveable homes remain in second, and the number of moveable homes dropped from 125 to 105 between 2006 and 2011. In the 1991 and 1996 census years apartments of less than 5 storeys made up the second most dwelling types in the Town and dropped from 90 apartments (1996) to 30 apartments (2006). Although they grew from 30 to 40 apartments between 2006 and 2011, apartments of less than 5 storeys remain the second lowest dwelling type in the Town. Single-detached homes continue to make up the majority of dwelling types.

**Figure 7 – Dwelling Unit Type – 1991 to 2011**



*Dwelling Types Data from Statistics Canada*

*Dwelling types were not featured in the 2001 Census.*

Based on the increasing number of private households, the varying average income and the diversity of dwelling type trends in the Town, it is imperative that future development continue to provide multiple housing types to accommodate the diversity of needs within the community.

In addition to the population statistics, the Town records indicate that development permits (Figure 8) and building permits (Figure 9) have been declining in recent years. However, as the population continues to increase, we hypothesize that this trend is linked to the 2015 downturn in the global market and expect growth to return as the oil and gas industry recovers.

Figure 8 – Development Permits Issued – 2005 to 2015

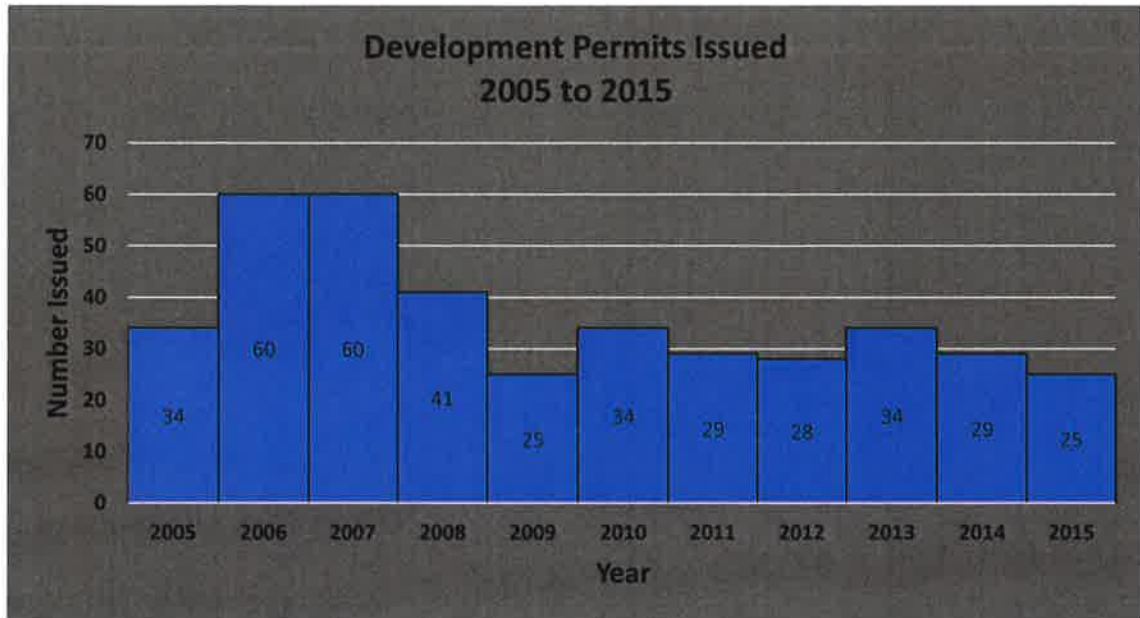
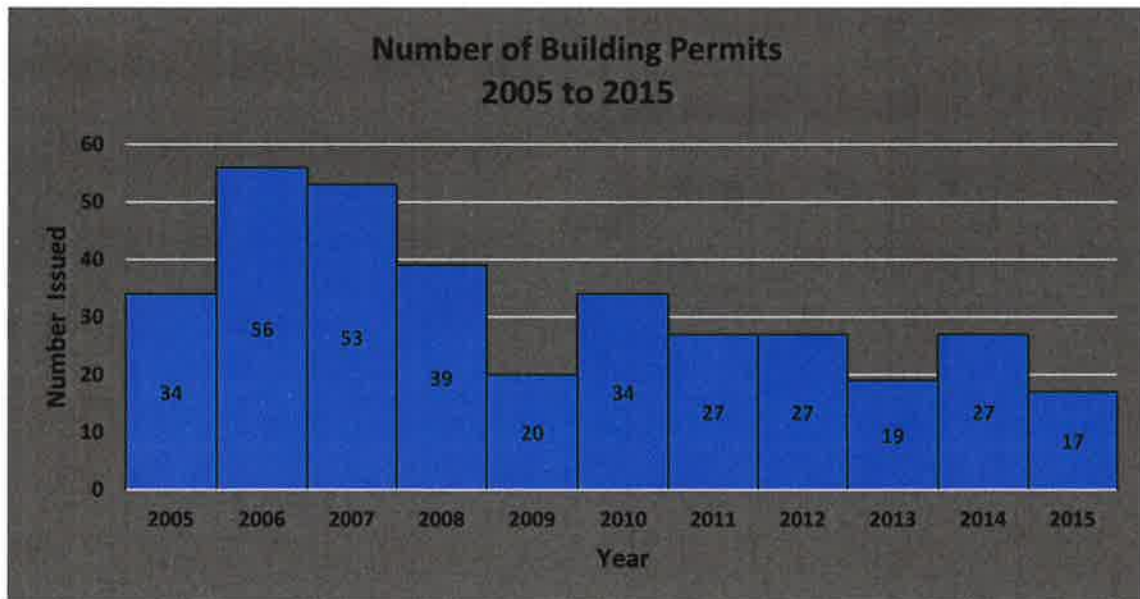


Figure 9 – Building Permits Issued – 2005 to 2015







## Part Three: Setting the Stage for Growth

As the Town is a growing community, with steady growth through the last 20 years it is important that we explore where future growth will occur in the Town. It is anticipated that a portion of future growth will occur within existing areas while at the same time the majority of new development will expand into currently undeveloped municipal areas.

"Diverse, well maintained,  
poised for expansion."

Resident Quote

The Town will encourage growth which complies with the goals and policies of this MDP.

### Section 6: Goals

- 6.1 To ensure the orderly, complementary, contiguous, and efficient development of the physical environment within the Town.
- 6.2 To encourage the orderly and complementary use and development of the physical environment adjacent to Ponoka County.
- 6.3 To identify future growth needs and directions for the Town and endeavour to ensure an adequate supply of developable land.

### Section 7: Policies

- 7.1 All development and subdivision of land shall, whenever possible, adhere to the goals and policies of this plan and follow the land use concepts as shown on Map 4.
- 7.2 Development and subdivision proposals that do not comply with the goals and policies of this plan will require amending this plan to accommodate such proposals.
- 7.3 A high level of quality and aesthetic appeal will be encouraged in all development and redevelopment.
- 7.4 The Town shall require the preparation of an Area Structure Plan (ASP) or other non-statutory plan, acceptable to Council, before subdivision and/or development of any parcel which will be subdivided into six or more lots and/or consist of greater than 1.5 hectares of land is permitted to proceed.
- 7.5 The Town shall require the preparation of an Area Redevelopment Plan (ARP) or other non-statutory plan, acceptable to Council, before the subdivision and/or redevelopment of any parcel which will be subdivided into six or more lots and/or consist of greater than 1.5 hectares of land is permitted to proceed.



- 7.6 All statutory plans, non-statutory plans and non-statutory policies adopted by Council shall be consistent with this plan.
- 7.7 The Town should give consideration to the following matters when reviewing proposed developments and/or amendments to the Land Use Bylaw:
- 7.7.1 The goals and policies of this and other applicable statutory and non-statutory plans and/or non-statutory policies adopted by Council;
  - 7.7.2 The views of the public;
  - 7.7.3 The physical characteristics of the subject and adjacent land;
  - 7.7.4 The use of other land in the vicinity;
  - 7.7.5 The availability of and possible impact on public and private utilities;
  - 7.7.6 Access to and possible impact on the transportation systems;
  - 7.7.7 The overall design; and
  - 7.7.8 Any other matters which, in the opinion of Council, are relevant.
- 7.8 In compliance with the *Subdivision and Development Regulation*, pursuant to the *Municipal Government Act*, no applications for subdivisions and/or development of schools, hospitals, food establishments, or residences will be approved within 300 metres of the working areas of the disposal area of the solid waste transfer station without the written consent of the Deputy Minister of the Department of Environmental Protection.
- 7.9 Pursuant to the Municipal Government Act, the Town shall require that development and subdivision applications in close proximity to oil and gas facilities meet the standards of the Subdivision and Development Regulation and Energy Resources Conservation Board guidelines.
- 7.10 Higher utilization of existing infrastructure is encouraged through the appropriate infill development.
- 7.11 The Town may assume a role in land development, including acquisition, servicing and subdivision, in order to ensure an adequate supply of land.
- 7.12 Upon the subdivision of land, the Town will require the provision of reserves to the maximum amount provided for in the Municipal Government Act. The Town's preference is for land dedication; however, money or a combination of money and land may be considered in unique circumstances.
- 7.13 The Town may require that new development and re-development be required to pay its fair share of expanding existing or creating new public facilities and services for sanitary, water stormwater, roads and other community facilities through off-site levies.
- 7.14 The Town shall allow farming as a permitted use on lands designated Urban Expansion District in the Land Use Bylaw. Farming means the raising or production of crops, or animals



and includes a single residence for the farmer, but does not include a "Confined Feeding Operation" as defined by the Natural Resources Conservation Board.

- 7.15 All future subdivisions and developments shall require the developer and the Town enter into a Development Agreement.



## Part Four: Residential Development

The Town is composed of a multiple housing types including single detached, duplex, fourplex, apartments, manufactured, and row housing. The Town will promote the continued development of multiple types of housing to accommodate a diverse population. Additionally the Town will support the continued development of home occupations within residential homes.

“Rimbey exists to give a home to people in all walks of life.”

Resident Quote

Future residential development as outlined on Map 4 shall provide the day-to-day needs of residents within residential neighbours. Therefore the design and development of these areas may include convenience retail stores, live-work units, churches, parks, schools and other local community services.

### Section 8: Goals

- 8.1 A mixture of residential densities and tenure will be encouraged in all neighbourhoods so that a variety of housing is available.
- 8.2 High quality housing design, layout, site amenities and development will be promoted for all new residential housing projects.
- 8.3 Encourage high density residential development in the transitional area adjacent to downtown, along Highway 20 and along Highway 53.
- 8.4 Provide for separation and buffering of residential neighbourhoods from incompatible land uses.

### Section 9: Policies

- 9.1 Map 4 identifies existing and future residential areas.
- 9.2 In residential areas, upon subdivision, the Town will require the provision of reserves be in the form of land in order to provide adequate buffering, open spaces, trail development and school sites.
- 9.3 Although detached housing will be the dominant housing type, the Town supports the provision of a wide range of housing types (including but not limited to, secondary suites, mobile/manufactured homes, duplexes, triplexes, fourplexes, rowhouses and apartments) in order to meet all of its housing needs.



- 9.4 Higher density housing is encouraged to develop in small clusters with good access to major roads. Consideration should also be given to proximity to schools, open spaces, shopping districts and community facilities.
- 9.5 Innovative residential designs are encouraged. The external design and finish of all residential buildings should be of high quality and reflect or complement existing development in the vicinity.

## Part Five: Commercial Development

The Town supports continued development of commercial enterprises to serve the Town and area residents. Future commercial development should be designed in an aesthetic manner to enhance the streetscape and community.

“They (the businesses) all add to Rimbey and the life of the community.”

Resident Quote

### Section 10: Goals

- 10.1 To promote and encourage the provision of a full range of goods and services for the citizens of the Town.
- 10.2 To minimize potential conflicts between commercial and non-commercial land uses.
- 10.3 To encourage aesthetically pleasing commercial development.

### Section 11: Policies

- 11.1 Map 4 identifies existing and future commercial areas.
- 11.2 The Town supports the concept of small convenience type commercial development, serving the needs of the immediate neighbourhood, in residential areas.
- 11.3 The external design and finish of all commercial development should be of high quality and reflect or complement existing development in the vicinity.
- 11.4 The Town will strive to develop and implement an overall downtown streetscape plan to ensure the downtown commercial area is pedestrian friendly and aesthetically pleasing while providing adequate vehicular access and parking. Any plans including lands within Alberta Transportation highway right-of-way's will be prepared in partnership with Alberta Transportation.
- 11.5 Home based businesses will be allowed as discretionary uses in residential districts provided they are secondary to the residential use and do not detract from the amenities of the surrounding residential neighbourhood. Specific standards and requirements will be governed by the Land Use Bylaw.
- 11.6 In commercial areas, upon subdivision, the Town will require that the provision of reserves be in the form of money, except in cases where the site borders on a non-commercial use in which case the Town may consider the dedication of land to provide adequate buffering.



## Part Six: Industrial Development

The Town has a wide range of industrial land uses and business. Much of this development has been established to support the agricultural and the oil and gas industry.

Future industrial growth shall be encouraged by the Town to provide services and employment opportunities. Such growth should be balanced against any negative externalities that could impact adjacent landowners.

"Be proud of this community and everything else falls into place."

Resident Quote

### Section 12: Goals

- 12.1 To accommodate a broad range of industrial development.
- 12.2 To minimize potential conflicts between industrial and non-industrial land uses.

### Section 13: Policies

- 13.1 Map 4 identifies existing and future industrial areas.
- 13.2 The Town will strive to develop and implement exterior design requirements for industrial buildings adjacent to highways within the Town.
- 13.3 The Town will seek to minimize potential negative externalities associated with industrial developments.
- 13.4 Where negative externalities associated with an industrial use cannot be reduced to an acceptable level, the Town will strive to assist in the relocation of the industrial use to a more suitable location.
- 13.5 In industrial areas, upon subdivision, the Town will require that the provision of reserves be in the form of money, except in cases where the site borders on a non-industrial use in which case land may be dedicated to provide adequate buffering.
- 13.6 The Town may require an independent Environmental Impact Assessment to be completed before permitting an industrial use that may potentially cause environmental or health problems.



## Part Seven: Transportation

A balanced, multi-modal transportation network which accommodates and balances the needs of automobiles, pedestrians, cyclists shall be developed in the Town. The Town values streets and roads as quality public streets and will strive to ensure future development safely and efficiently accommodates all users.

“Small town values and a good place to grow up.”

Resident Quote

The road network and the operation of rail lines should not be compromised by adjacent development.

### Section 14: Goals

- 14.1 To identify short and long term transportation needs of both the Town and the surrounding region and strive to ensure that these needs are adequately met in a manner that is compatible with existing and future development.

### Section 15: Policies

- 15.1 Map 3 identifies the Town’s transportation network.
- 15.2 Highway 20 to Highways 20 and 53 are provincial highways under the jurisdiction of Alberta Transportation. The Town will endeavour to assist Alberta Transportation to protect these highways from uses and development that may be detrimental to the flow and safety of traffic.
- 15.3 The Town may establish bylaws concerning off-site levies in accordance with the provisions of the *Municipal Government Act* to finance the provision of off-site municipal infrastructure.
- 15.4 All roads servicing new development shall be developed in accordance with the Town’s approved servicing standards.
- 15.5 Road surfacing shall be done at the developer’s expense upon 80% development or within two (2) years of subdivisions, whichever is sooner.
- 15.6 The Town supports the recommendations of the 2011 Infrastructure Study.
- 15.7 The Town may require that developers subdividing lands adjacent to highways and collector roads provide lands for future road widening.
- 15.8 The Town may restrict driveway access to developments along major transportation routes in accordance with the Land Use Bylaw.



## Part Eight: Municipal Utilities, Servicing and Improvements

The provision and maintenance of infrastructure in the Town improves the quality of life for residents and visitors. Water systems, waste water systems and solid waste management systems should be facilitated so that they do not negatively impact the natural environment or pose hazards to Town residents.

The community's need for police/fire/ambulance service shall be considered in the Municipality's land use planning decisions.

"If we focus on the important things; hospital, senior's home school, pool, community centre, parks, etc. the community will drive itself."

Resident Quote

### Section 16: Goals

- 16.1 To support the adequate, safe, and efficient provision of municipal and private utilities.
- 16.2 To ensure municipal services are provided in a timely and efficient manner.

### Section 17: Policies

- 17.1 Development in new areas must be preceded by the provision of utilities and services, or satisfactory arrangements made for their provision.
- 17.2 The Town may establish bylaws concerning off-site levies in accordance with the provisions of the *Municipal Government Act* to finance the provision of off-site municipal infrastructure.
- 17.3 The Town may require that developers install certain municipal improvements in excess of the requirement for their particular development; if such a requirement is needed the Town will endeavour to collect monies from the owners of benefiting lands with respect to new construction which will utilize the municipal improvements.
- 17.4 The Town supports, whenever possible, the protection of regionally and locally significant utilities from incompatible development.
- 17.5 The Town supports the development, whenever possible, of partnerships with Ponoka County and neighbouring municipalities for the efficient provision of municipal services.
- 17.6 All new developments shall be serviced in accordance with the Town's approved servicing standards.
- 17.7 The Town supports the recommendations of the 2011 Infrastructure Study.



## Part Nine: Environment

The protection and management of environmental resources is important to quality of life. The biophysical characteristics and environmental significance of lands shall be considered in land use decisions.

In accordance with all provincial legislation the conservation of environmentally significant areas should be encouraged, including unique vegetation, riparian areas, topography, fish habitat and wildlife habitat. The presence of significant archaeological and historical sites should be considered in the Municipality's land use planning decisions.

"We own it, it is our responsibility, and we represent the town in a positive manner."

Resident Quote

### Section 18: Goals

- 18.1 To protect and preserve, whenever possible, existing natural areas.
- 18.2 To ensure that development does not unduly impact the natural environment.
- 18.3 To ensure that the natural environment does not jeopardize the health, safety, and quality of life of the citizens of the Town.

### Section 19: Policies

- 19.1 The Town supports the use of the Environmental Open Space District within the Land Use Bylaw. This district serves to protect environmentally sensitive and significant areas in their natural state, more or less. Development may be limited to such things as public trails, public signs, public parking facilities, and any development necessary to ensure public safety.
- 19.2 The Town may require an environmental assessment/audit to be carried out on a site that is the subject of a development proposal.
- 19.3 The Town will work with developers to ensure that developments do not have a significant negative environmental impact on the Town.
- 19.4 The Town will not permit development in areas prone to flooding. Developments in areas prone to flooding require a flood hazard study prior to being considered for development. The Flood hazard study shall be prepared at the Developer's cost.
- 19.5 The Town will utilize environmental reserve and environmental conservation easements as mechanisms to protect environmentally significant areas.



- 17.8 The citizens of the Town should, whenever possible, be provided with adequate, timely, and efficient common services. This includes but is not limited to infrastructure development and maintenance, snow removal, and garbage removal.
- 17.9 Proposals for re-designation, subdivision and development shall accommodate design elements that consider safety factors and facilitate accessibility by police, fire and ambulance services.
- 17.10 When considering proposals for subdivision or development, the Town shall require the developer to seek appropriate measures to provide the proposed development with fire protection.



- 19.6 Through the subdivision process, the Town shall require that lands considered unsuitable for development area dedicated as environmental reserve with the provisions of the MGA.
- 19.7 When lands adjacent to water bodies or water courses are subdivided, a strip of land shall be dedicated as environmental reserve to provide a buffer and provide public access. The width of the required dedication shall be established by the Subdivision Authority.
- 19.8 Lands dedicated as environmental reserve shall remain in their natural state and/or be used as part of the public trail system where necessary to ensure a continuous integrated trail system.
- 19.9 The Town may require landscaping plans prepared by a Registered Landscape Architect as a component of non-single family residential development permit applications.



## Part Ten: Community Development

The Town aspires to maintain and improve the range and quality of community institutional facilities and services as the provisions of community services enhances the quality of life of residents and visitors.

Natural areas, recreational parks are also important parts of life in the Town. With future growth, the programming of recreational and community services should be designed to accommodate the needs of a growing community and diverse population.

"Excellent community centre, we are very fortunate to have an arena, curling rink, gym, etc."

Resident Quote

### Section 20: Goals

- 20.1 To strive to provide community facilities that will enhance the provision of community services associated with the social, cultural, educational, and recreational needs of the citizens of The Town.

### Section 21: Policies

- 21.1 The Town supports the provision of linear green spaces which may be developed as walkways to act as linkages between residential areas, schools, open spaces and community facilities.
- 21.2 Local playgrounds and tot-lots should be provided in residential developments as part of the municipal reserve dedication resulting from subdivision. Whenever possible tot-lots should be centrally located within each residential area and linked via walkways.
- 21.3 The Town supports the preservation of natural areas and natural vegetation within open spaces whenever possible.
- 21.4 Public and quasi-public uses, such as nursing homes, churches, and community centres, will be permitted in residential areas provided they are located at or near neighbourhood entry points and adequate buffering or separation is provided.
- 21.5 The Town encourages cooperation between the Town, Ponoka County, Wolf Creek Public Schools and other community groups on the sharing of facilities and resources.
- 21.6 The Town will endeavour to work with Alberta Health to ensure the adequate provision of health and medical care services and facilities.



## Part Eleven: Economic Development

The Town is committed to economic development within the Town and the region. The Town recognizes that diversification of business development is important to the economy and will support and promote opportunities for growth of a variety of commercial and industrial uses.

Highway commercial is an important type of business development in the Town. It should be provided with special consideration to ensure transportation corridors remain safe and efficient.

“Hidden jewel...close to everything with lots to offer.”

Resident Quote

### Section 22: Goals

- 22.1 To further the economic vitality and sustainability of the local and area economy.
- 22.2 To develop a strong tourism sector in the local and area economy.

### Section 23: Policies

- 23.1 The Town supports, in principle, private economic development initiatives.
- 23.2 The Town supports the Rimbey Chamber of Commerce.
- 23.3 The Town may support economic development initiatives, whether on its own or in partnership with the private sector.
- 23.4 The Town supports, whenever possible, joint economic development initiatives with Ponoka County and other municipalities in the region.
- 23.5 The Town encourages the development of the tourism industry in and around Rimbey. Such development should not have adverse social, economic, or environmental impacts.
- 23.6 Tourism oriented development should benefit the citizens of The Town and area by providing greater economic, recreational, and cultural opportunities.
- 23.7 The Town should consider the development of a tourism marketing plan to coordinate marketing efforts, both public and private, and to attract more tourists and increase the length of their stay.
- 23.8 The Town and/or related agency should develop and maintain a registry of local businesses and services in order to identify and then actively seek to fill gaps.



## Part Twelve: Education

The Town is dedicated to providing opportunities for education to all residents and visitors.

### Section 24: Goals

- 24.1 To encourage the provision of the broadest and fullest range of educational opportunities for the citizens of The Town.

“Small town friendly atmosphere.”

Resident Quote

### Section 25: Policies

- 25.1 The Town will endeavour to cooperate with Wolf Creek Public Schools, the Rimbey Christian School and the Rimbey Municipal Library concerning the provision of educational resources and opportunities to the citizens of the Town.
- 25.2 The Town will strive to achieve an agreement with Wolf Creek Public Schools and the Rimbey Christian School concerning the need for and subsequent allocation of school reserve lands resulting from subdivisions.
- 25.3 The Town supports entering into joint use agreements with Wolf Creek Public Schools and the Rimbey Christian School respecting sharing of recreational facilities.
- 25.4 The Town supports the continued growth and development of the Rimbey Municipal Library.



## Part Thirteen: Inter-municipal Cooperation

The Town recognizes the need for cooperative inter-municipal and regional planning. The Town is surrounded on all sides by Ponoka County and is within close proximity to a number of other municipalities including, but not limited to, Ponoka, Sylvan Lake, Bentley, Eckville, Rocky Mountain House, and Lacombe.

"Treat everyone with dignity, and respect using the best resources we have."

Resident Quote

The Town is committed to good working relationships with regional municipalities and is committed to joint ventures that ensure efficient and cost effective provisions of shared services within the region, enhance natural systems, promote economic development and ensure compatibility between land uses.

### Section 26: Goals

- 26.1 To undertake cooperative planning with Ponoka County.
- 26.2 To coordinate land use policies for the fringe areas which are mutually beneficial to both the Town and the County.
- 26.3 To coordinate the provision of roads, facilities, and other services that serve residents of both municipalities.

### Section 27: Policies

- 27.1 The Town will support the development of a Town/County Inter-municipal Development Plan to address issues of mutual concern and to ensure that development in either municipality complements the existing and future land uses of the other municipality.
- 27.2 The Town will discourage, whenever possible, development or uses that may have a negative impact on adjacent uses in Ponoka County.
- 27.3 The Town will endeavour and collaborate with Ponoka County to establish suitable "agriculture equipment" routes.
- 27.4 The Town will endeavour and collaborate with the Ponoka County to minimize conflicts between development in the Town and development and agricultural operations in the County along the municipal boundary.





## Part Fourteen: Administrative Matters

### Section 28: Interpretation

- 28.1 The MDP is, for the most part, general in nature and long range in its outlook. The MDP provides the means whereby Council and Town staff can evaluate immediate situations or proposals in the context of a long range plan for the Town. In this regard, the boundaries between the land uses shown on Map 4 – “Future Land Use Concept” are not to be rigidly interpreted and the specific boundaries shall be determined through the designation of the Land Use Bylaw Districts.
- 28.2 Substantive variations from the policies contained within the MDP will require an amendment to the MDP and any other affected plan.
- 28.3 The MDP contains “shall”, “should”, and “may” policies which are interpreted as follows:
- 28.3.1 “Shall” policies must be complied with,
  - 28.3.2 “Should” policies mean compliance in principle, but is subject to the discretion of the applicable authority on a case by case basis, and
  - 28.3.3 “May” policies indicate that the applicable authority determines the level of compliance that is required.

“Nice small knit community.”

Resident Quote

### Section 29: Implementation

- 29.1 The goals and policies of the MDP will be further refined and implemented through the development, adoption, and day to day application of the Town/County Inter-municipal Development Plan, statutory plans (area structure plans and area redevelopment plans), non-statutory plans (outline plans, design schemes, etc.) and the Land Use Bylaw.

### Section 30: Amendment

- 30.1 Amendment of the MDP must follow the appropriate procedures as outlined in the *Municipal Government Act*.
- 30.2 All statutory and non-statutory plans shall be consistent with the MDP and may require amendment to ensure their compliance with the MDP.

### Section 31: Review

- 31.1 In order to ensure that the MDP is current, the entire plan should be reviewed approximately every four years, preferable shortly after the municipal election.



## Part Fifteen: Glossary of Terms

**"Apartment"** means a residential use consisting of at least three separate dwelling units, but shall not mean row housing.

**"Developer"** means an owner, agent or person, firm or company required to obtain or having obtained a development permit.

**"Development permit"** means a document authorizing a development issued pursuant to this Land Use Bylaw.

**"Driveway"** means a vehicle access route on the parcel which provides access to the driving surface.

**"Duplex"** means a dwelling containing two (2) dwelling units and either sharing one common wall in the case of side-by-side units, or having the dwelling area located above the dwelling area of the other in the cases of vertical units, each with a private entry.

**"Environmental Impact Assessment"** means a comprehensive site analysis to determine the potential impact of the proposed development on the site; the potential environmental impact of the proposed development upon adjacent properties or land uses; and the potential environmental impact of the proposed development upon the future land use potential of the property.

**"Farming"** means the raising or production of crops, or animals, and includes a single residence for the farmer, but does not include a "Confined Feeding Operation" as defined by the Agricultural Operation Practices Act (Chapter A-7, R.S.A. 2000) and all regulations and amendments passed thereto.

**"Flood Hazard Study"** means a document that includes background information and technical analyses used to delineate flood hazard areas and determine design flood levels along study streams and lakes. They typically include reports and mapping, as well as addendums to document revisions. (Definition as per Alberta Environment and Parks).

**"Fourplex"** means four dwelling units contained within one building structure, and so attached, that the units have no more than two service connections from the street, and each unit has its own bathroom and cooking facilities.

**"Home occupation"** means any occupation, trade, profession, or craft carried on by an occupant of a residential building as a use secondary to the residential use of the building, and which does not change the character thereof or have any exterior evidence of such secondary use.



**“Landscaping”** means to preserve or change the natural features of a site by adding lawns, trees, shrubs, ornamental plantings, ornamental ponds, fencing, walks, driveways, or other structures and materials as used in landscape architecture.

**“Manufactured home”** means a residential unit that may be constructed with a heavy transport chassis that allows for permanent or temporary attachment of a hitch and wheel assembly to enable the relocation of the dwelling. A manufactured home may be a single structure (single-wide) or two parts which are put together to comprise a complete dwelling (double-wide). Manufactured homes shall feature the following criteria: minimum roof of less than 1:4; and a depth versus width ratio of greater than 2.5:1. A manufactured home does not include a single detached dwelling.

**“MGA”** means the Municipal Government Act (Chapter M-26, R.S.A. 2000) and all regulations and amendments passed pursuant thereto.

**“Moveable Home”** means a term that includes mobile homes and other moveable dwellings. (Definition as per Statistics Canada).

**“Mobile Home”** means a dwelling, designed and constructed to be transported on its own chassis and capable of being moved to a new location on short notice. Can be transported on its base frame or chassis in one piece. (Definition as per Statistics Canada).

**“Multimodal Transportation”** means various modes of transportation such as cycling, walking, automobile, public transit, etc.

**“Other Moveable Dwellings”** means a single dwelling other than mobile homes that are used as a place of residence and can be moved on short notice. This includes recreational vehicles, houseboats and floating homes. (Definition as per Statistics Canada).

**“Row House”** means one of three or more dwellings joined side by side or side to back. Can also include townhouse, garden homes and townhouses attached to high-rise buildings. Have no dwellings above or below them. (Definition as per Statistics Canada).

**“Secondary suites”** means a self-contained living space located on the same property as a dwelling. Secondary suites have a separate entrance, cooking, sleeping and bathing facilities and are no larger than 70 m<sup>2</sup>. Secondary suites shall include basement suites, garage suites and garden suites.



**“Single Detached”** means a residential building containing one dwelling unit intended as a permanent residence. Single detached dwellings must be of new construction and feature the following criteria: shall include single detached dwellings constructed off-site; all exterior walls of the floor area must be dimensioned at less than or equal to 3:1 length to width ratio; and all roof pitches must be a minimum of 3:12 ratio (3 feet of elevation for 12 feet of width). All dwelling units must adhere to the provisions of the Safety Codes Act (Chapter S-1, R.S.A. 2000) and all regulations and amendments passed pursuant thereto.

**“Subdivision”** means the division of a parcel of land into one or more smaller parcels by a plan of subdivision or other instrument.

**“Tot-lot”** means a small playgrounds built for young children.

**“Town”** means the Town of Rimbey.

**“Triplex”** means a building containing three or more dwelling units.

**“Urban Reserve”** means lands presently within the Town of Rimbey, which are intended for future development in order to accommodate the Town’s long-term commercial, industrial or residential land requirements.

**“Utility”** means a utility as defined in the Act, as amended.

**Agency Circulation List:**

Adjacent Municipality	Ponoka County Debbie Raugust: <a href="mailto:debbiraugust@ponokacounty.com">debbiraugust@ponokacounty.com</a>
Public School Board	Ponoka (Wolf Creek) Joe Henderson: <a href="mailto:Joe.henderson@wolfcreek.ab.ca">Joe.henderson@wolfcreek.ab.ca</a>
Alberta Transportation Alberta Environment Alberta Sustainable Resource	<a href="mailto:TransDevelopmentRedDeer@gov.ab.ca">TransDevelopmentRedDeer@gov.ab.ca</a> 1.403.340.5022 1.780.427.4407
Public Lands Management Alberta Energy Regulator	1.780.427.1185 (Sarah Schwartz) <a href="mailto:Setbackreferrals@aer.ca">Setbackreferrals@aer.ca</a>
David Thompson Health Ponoka	1.403.783.3825
Alta Link Management (power)	<a href="mailto:subdivisions@contractlandstaff.com">subdivisions@contractlandstaff.com</a> 1.403.267.4454
ATCO Gas	<a href="mailto:land.admin@atcogas.com">land.admin@atcogas.com</a> or <a href="mailto:Godswill.Onwunali@atcogas.com">Godswill.Onwunali@atcogas.com</a> 403.357.5234
ATCO Pipelines	Isabel Solis: <a href="mailto:Isabel.solis@atcopipelines.com">Isabel.solis@atcopipelines.com</a>
CP Rail	1.403.319.3727



# The Town of Rimbey

4938-50<sup>th</sup> Ave P.O. Box 350 Rimbey, Alberta T0C 2J0

12/22/2015

## Re: Municipal Development Plan Agency Circulation Notice

Please find attached, the Town of Rimbey Municipal Development Plan (MDP). Council provided first reading of the MDP on December 21, 2015. Please note that the clauses highlighted in yellow are clauses which Administration has highlighted for specific review and debate during the council approval process.

As a potentially affected agency, we are requesting that you review the enclosed information and forward your comments, recommendations and/or requirements with respect to this application within 30 days (by **January 20, 2015**). Your comments will then be considered by the Town's Administration and may be incorporated into the revised draft presented to Council for Public Hearing on February 8<sup>th</sup>, 2015.

Should no response be received by the requested date, it will be considered that you have no comments with respect to the MDP.

Please reply to the attention of:

Elizabeth Armitage, MEdes, RPP, MCIP  
Town of Rimbey  
Email: [generalinfo@rmbey.com](mailto:generalinfo@rmbey.com)  
Fax: (403).843.6599  
Phone (Direct): 403.383.2366

Tel: 403.843.2113  
Fх: 403.843.6599  
E: [generalinfo@rimbey.com](mailto:generalinfo@rimbey.com)  
[www.rimbey.com](http://www.rimbey.com)

**Subject:** RE: Municipal Development Plan Circulation Notice  
**From:** "Sandy Choi" <[sandy.choi@gov.ab.ca](mailto:sandy.choi@gov.ab.ca)>  
**Sent:** 2016-02-01 3:16:22 PM  
**To:** "Liz Armitage" <[vicinia.planning@gmail.com](mailto:vicinia.planning@gmail.com)>; "[generalinfo@rimbey.com](mailto:generalinfo@rimbey.com)" <[generalinfo@rimbey.com](mailto:generalinfo@rimbey.com)>  
**CC:** "Michael Fitzsimmons" <[michael@rimbey.com](mailto:michael@rimbey.com)>  
**Attachments:** 35HighwayBeautification.pdf; 1Feb2016 Response to Revised MDP.pdf

Hi Liz,

Apologies for the delay! Please find attached our comments on the Town of Rimbey MDP for your consideration.

Please call me at any time if you have any questions.

Sincerely,

**Sandy Choi**

Development and Planning Technologist  
Delivery Services Division, Central Region  
Alberta Transportation  
Government of Alberta

Tel 403-340-7179  
Fax 403-340-4876  
[Sandy.Choi@gov.ab.ca](mailto:Sandy.Choi@gov.ab.ca)

511 Alberta - Alberta's Official Road Reports  
Go to [511.alberta.ca](http://511.alberta.ca) and follow [@511Alberta](https://twitter.com/511Alberta)



---

**From:** Michael Fitzsimmons [mailto:[michael@rimbey.com](mailto:michael@rimbey.com)]  
**Sent:** Tuesday, December 22, 2015 12:15 PM  
**To:** Trans Development Red Deer  
**Subject:** Municipal Development Plan Circulation Notice

Good afternoon,

Attached is our letter and the Town of Rimbey Municipal Development Plan (MDP). As a potentially affected agency we are requesting that you review the enclosed information and forward your comments, recommendations and/or requirements with respect to this application within 30 days (by January 20, 2015). Your comments will then be considered by Town Administration and may be incorporated into the revised draft presented to Council for Public Hearing on February 8, 2015.

Should no response be received by the requested date, it will be considered that you have no comments

with respect to the MDP.

Thank you,

**Michael Fitzsimmons**

*Municipal Intern, Town of Rimbey*

Phone: 403-843-2113

Fax: 403-843-6599

Email: [michael@rimbey.com](mailto:michael@rimbey.com)

Up-to-date road information, including traffic delays, is a click or a call away. Call 5-1-1 toll-free, visit [511.alberta.ca](http://511.alberta.ca) or follow us on Twitter @511Alberta to get on the road to safer travel.

<http://511.alberta.ca/ab/en.html>

<https://twitter.com/511Alberta>

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.



February 1<sup>st</sup>, 2016

File: Rimbey (ASP)

Town of Rimbey  
4938 – 50<sup>th</sup> Avenue  
Rimbey, AB T0C 2J0  
Sent via email to: [generalinfo@rimbey.com](mailto:generalinfo@rimbey.com)

Attention: Elizabeth Armitage

**RE: PROPOSED TOWN OF RIMBEY MUNICIPAL DEVELOPMENT PLAN (MDP)  
HIGHWAYS 20, 53 (50 AVENUE) AND 20A (51 STREET)**

Our department has reviewed the information that was provided in the MDP and notes the following:

- **Part Five, Section 11.4 (page 17):** Review and approval is required from Alberta Transportation if portions of the Town of Rimbey's streetscaping plan are within the highway right-of-way. Enclosed are Alberta Transportation's recommended practices for beautification within the highway right-of-way for the Town's planning consideration (enclosed).
- **Part 7, Section 15.2 (Page 19):** Please add Highway 20A to Highways 53 and 20 as provincial highways under the jurisdiction of Alberta Transportation.
- **Part 7, Sections 15.4 & 15.5 (Page 19):** All provincial highways are designated suitable truck routes and suitable dangerous goods routes. If in the future the Town identifies the need for additional routes on the local road network, the Town has the ability to do so under the Traffic Safety Act.
- **Map 3, Future Road Network:**
  - SW 22-42-02-W5 and Highway 20: The blue dot at this intersection is correct as the Brix TIA addressed the intersection on the west side of Highway 20. Please note that approval for increased use of the existing approach on the east side of Highway 20 requires further discussion with Alberta Transportation.
  - 43<sup>rd</sup>/40<sup>th</sup> Street (Range Road 23) and Highway 53 requires a dark blue dot to indicate that the Brix Traffic Impact Assessment has identified that the Town/Developer is responsible for intersection upgrades to a Type IIC treatment within 10 years' time.
  - 61<sup>st</sup> Avenue and Highway 20A: Approval for increased use of the existing approach on the east side of Highway 20A requires further discussion with the Town.
  - 59<sup>th</sup> Avenue and Highway 20A: please confirm if the Town is still considering the 59<sup>th</sup> Avenue and Highway 20A intersection, approximately 100 metres south of 61<sup>st</sup> Avenue. It is our understanding from past discussions with the Town that a TIA is required for both the 61<sup>st</sup> Avenue and 59<sup>th</sup> Avenue before we would consider approval.


If you have any questions, please contact me at 403-340-7179 or [sandy.choi@gov.ab.ca](mailto:sandy.choi@gov.ab.ca). Thank you for the referral and opportunity to comment.

Sincerely,



Sandy Choi  
Development & Planning

Enclosure  
SC/sc

	<b>HIGHWAY BEAUTIFICATION – LANDSCAPE PROJECTS IN HIGHWAY RIGHT-OF-WAY</b>		<i>Issued: MAR 2006</i>
			<i>Revised: DEC 2006</i>
			<i>Page 1 of 3</i>
<b>RECOMMENDED PRACTICES</b>	PART	ROADSIDE DEVELOPMENT	
	SECTION		
	SUB-SECTION		

**General**

In our increasingly urbanized highway landscape, beautification of roadside areas has become of greater importance in developing areas.

Beautification can help relax tense drivers and overall make driving on the highway a more pleasurable experience, in addition to the positive environmental effects that result.

Landscaping includes vegetation, mulches, and irrigation systems.

**Standard**

No trees will be allowed as a part of landscaping projects in the highway right-of-way. Trees and large bushes/shrubs can become hazards to errant vehicles, and as such can be a safety concern and liability for the department.

Alberta Infrastructure and Transportation may allow landscaping consisting of small shrubs and bushes (less than 100 mm base and 4 foot height at maturity), flowers and other well maintained horticultural displays at the backslope.

The landscaping must be crashworthy and not consist of large solid objects such as boulders or concrete sections. The expertise of landscaping professionals should be consulted to find out the typical shrub size for each species chosen for use.

An attempt shall be made to design all landscaping outside the clear zone because the exposure of maintenance workers to errant vehicles is a safety issue. Under no circumstances shall shrubs, trees, or other non-traversable objects be placed adjacent to the highway within the limits of the clear zone.

In the event that the area under consideration is located at the base of a traversable slope, the addition of vegetation must be on the backslope, not the foreslope (even if the foreslope extends beyond the limits of the clear zone).

A detailed project plan should be sent to Alberta Infrastructure and Transportation for review and approval. Approval is based on the review of a complete set of landscape plans. Landscaping work must conform to all local bylaws and provincial environmental regulations.

Applicants must include the following with their submission:

1. project data relating to location and contact information for the project;
2. plans drawn to scale and showing the necessary dimensions;
3. all proposed landscaping arrangements identified on the plans, and all plant types listed (including name, maximum size, and quantity);

4. locations of all utility lines within the limits of the proposed landscape area;
5. a comprehensive maintenance plan for all proposed landscaping;
6. Traffic Accommodation Strategy (TAS) for all proposed landscaping construction and maintenance activities to be conducted within the highway right-of-way; and
7. be signed and sealed by a registered landscape architect.

Landscape lighting in the highway right-of-way will not be permitted.

These guidelines apply to both urban and rural municipalities. Landscaping projects are limited to semi-urban and urban areas (i.e., inside and within the fringe areas of urban communities, where the adjacent development is sufficient to justify landscaping). According to this policy, highway beautification is prohibited at rural interchanges.

#### **Guidelines for Placement**

No bush, shrub or other landscaping material will be permitted in any location where it may interfere with highway safety or traffic visibility (including signs and other traffic control devices). Plants that might prove detrimental to safety, to the highway, or to adjacent property will not be permitted. Otherwise, the selection of plants is left to the discretion of the applicants. Experience has proven that indigenous plant material is more satisfactory.

Bushes, shrubs, or earthen mounds must not block the line of sight along the

roadway. If in the future a plant's growth obstructs the view of signs or interferes with the sight distances of approaching traffic, the department will require the applicant to remove, relocate, or prune the plants to eliminate this obstruction at the applicant's expense.

Bushes and shrubs must be placed outside the clear zone, in accordance with Table C5.2a in the Highway Geometric Design Guide. A bush or shrub that will attain a 100 mm base diameter at maturity must have the edge of its trunk outside the highway clear zone.

No bushes or shrubs will be allowed close enough to the road to allow root systems to undermine or damage any roadway structure at any time during the plant's life.

#### **Irrigation**

Irrigation systems for landscaping should be designed so that irrigation can be achieved without any system components encroaching on the highway right-of-way. The landscaping plan must detail provisions for the drainage of water used to irrigate in the right-of-way. Under no circumstances will water used to irrigate be allowed to spray onto the roadway.

#### **Maintenance and Installation**

The applicants (rural municipality or other) must furnish, install, and maintain all plantings. They will be responsible for coordinating with utility companies if any of the existing utility lines will require protection or relocation during the landscape construction or maintenance.

The applicants will be responsible for maintaining all vegetation that is a part of the landscaping. The department will not be responsible for providing water, fertilizer, weed removal, labor, materials, or maintenance for the landscaping in the right-of-way.

Maintenance must be carried out in accordance with Section 13 of the Use of Highway and Rules of the Road Regulation (304/2002).

The department will exercise care in normal highway maintenance and construction to avoid unnecessary damage, but does not accept responsibility for the protection of plants and irrigation systems. If subsequent changes to the highway require the removal of plants, this must be done by the applicants.

**References to Standards**

<i>Highway Geometric Design Guide</i>	Section C.5 Roadside Design Table C5.2a Clear Zone Distances
<i>Use of Highway and Rules of the Road Regulation (304/2002)</i>	Section 13

**Subject:** RE: Rimbey MDP  
**From:** "Charlie Cutforth" <[charliecutforth@ponokacounty.com](mailto:charliecutforth@ponokacounty.com)>  
**Sent:** 2016-02-02 1:28:16 PM  
**To:** "Liz Armitage" <[vicinia.planning@gmail.com](mailto:vicinia.planning@gmail.com)>

Hi Liz:

As discussed, Ponoka County supports the Plan and very much appreciates the attention paid to our mutual co-operation.

This is a very well prepared document.

Thanks  
Charlie Cutforth  
CAO

**From:** Liz Armitage [mailto:[vicinia.planning@gmail.com](mailto:vicinia.planning@gmail.com)]  
**Sent:** February-02-16 1:15 PM  
**To:** Charlie Cutforth  
**Cc:** Donna  
**Subject:** Rimbey MDP

Hi Charlie,

As per the message I left this afternoon, I just noticed that we did not receive any comments from Ponoka County on the Town of Rimbey's draft MDP.

I've attached the draft for your review, as we welcome comments from the County. Specifically, I would like to draw your attention to Part 13, Inter-municipal Cooperation. Should you have comments, I would appreciate them ASAP as I am currently putting the staff report together for the Public Hearing on February 8, 2016.

Cheers,  
Liz

---

**Elizabeth Armitage, MEdes, RPP, MCIP**  
**Vicinia Planning + Engagement Inc.**  
e. [vicinia.planning@gmail.com](mailto:vicinia.planning@gmail.com)  
p. 403.383.2366

**Subject:** FW: Setback Referral Process  
**From:** "Michael Fitzsimmons" <[michael@rimbey.com](mailto:michael@rimbey.com)>  
**Sent:** 2016-01-26 3:18:56 PM  
**To:** "Liz Armitage ([vicinia.planning@gmail.com](mailto:vicinia.planning@gmail.com))" <[vicinia.planning@gmail.com](mailto:vicinia.planning@gmail.com)>

**From:** Setbackreferrals [mailto:[SetbackReferrals@aer.ca](mailto:SetbackReferrals@aer.ca)]  
**Sent:** Tuesday, December 22, 2015 12:10 PM  
**To:** Michael Fitzsimmons <[michael@rimbey.com](mailto:michael@rimbey.com)>  
**Subject:** Setback Referral Process

For referrals that are **required** to be submitted to the Alberta Energy Regulator (AER), as per the *AER Bulletin 2013-03 Mandated Subdivision and Development Application Referrals, Setback Relaxations, Land Development Information Package, and Abandoned Well Information*, an email reply will be sent within **30 business days**.

The bulletin can be found on the AER website at <http://aer.ca/rules-and-regulations/bulletins/aer-bulletin-2013-03>.

The form for submission of a setback referral to the AER can be found here at: <http://www.aer.ca/data-and-publications/aer-forms/miscellaneous-forms>

Questions can be directed to the EPA Helpline via [EPAHelpline@aer.ca](mailto:EPAHelpline@aer.ca) or (403) 297-2625.

Not Required Setback Referrals	Required Setback Referrals
<p>Referrals are <b>not required</b> for subdivision or development applications:</p> <ul style="list-style-type: none"> <li>? that <b>do not</b> include a permanent dwelling, business, or public facility, as part of the application (such as applications for road closures, gravel pits, wind farms, storage lots, lot line adjustments, area structure plans, bylaw amendments, rezoning, etc. where no permanent dwellings or public facilities are being proposed in the application) or;</li> <li>? <b>Where it is known that no sour gas facilities are located within the distances set out above.</b></li> </ul>	<p>Subdivision and development applications are only <b>required</b> to be referred to the AER if they meet the following AER land use description criteria (land use descriptions are defined in the bulletin's glossary):</p> <ul style="list-style-type: none"> <li>? Proposed <b>permanent dwelling (8 or less dwellings/businesses per quarter section)</b> where sour gas facilities may be found within a 100 metre radius.</li> <li>? Proposed <b>unrestricted country development (greater than 8 but less than 50 dwellings/businesses per quarter section)</b> where sour gas facilities may be found within 500 metres.</li> <li>? Proposed additional development within an <b>urban centre (see definition in bulletin)</b> located outside an urban centre, or a proposed <b>public facility (see definition in bulletin)</b> where sour gas facilities may be found within 1500 metres (1.5 kilometres).</li> </ul> <p style="text-align: right;">If this information is <b>unknown</b>, please indicate on the</p>

<p>Replies will <b>no longer</b> be sent for setback referrals that are <b>not required</b> by the AER for submission.</p>	<p>form submission or in your referral.</p>
--	---

---

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager.

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.



February 8, 2016

Your File: Municipal Development Plan

Our File: 15-4083

**Attention:** Elizabeth Armitage  
Town of Rimbey  
Planning and Development Department

**RE: Proposed Municipal Development Plan – Town of Rimbey**

---

The Engineering Department of ATCO Pipelines (a division of ATCO Gas and Pipelines Ltd.) has reviewed the above named plan and has no objections subject to the following conditions:

1. Any existing land rights shall be carried forward in kind and registered on any newly created lots, public utility lots, or other properties.
2. ATCO Pipelines requires a separate utility lot for its sole use.
3. Ground disturbances and surface works within 30 meters require prior written approval from ATCO Pipelines before commencing any work.
  - Municipal circulation file number must be referenced; proposed works must be compliant with ATCO Pipelines' requirements as set forth in the company's conditional approval letter.
  - Contact ATCO Pipelines' Land Department at 1-888-420-3464 for more information.
4. Road crossings are subject to Engineering review and approval.
  - Road crossing(s) must be paved and cross at a perpendicular angle.
  - Parallel roads are not permitted within ATCO Pipelines' right(s)-of-way.
  - If the road crossing(s) requires a pipeline alteration, the cost will be borne by the developer/owner and can take up to 18 months to complete.
5. Parking encroachments may be permitted within ATCO Pipelines' right-of-way, subject to Engineering approval.
  - Unpaved parking is not permitted (gravel, grass, etc.).
  - Parking directly above the pipeline is not permitted.
6. Storage is not permitted on ATCO Pipelines' pipeline(s) and/or rights(s)-of way.
7. ATCO Pipelines recommends a minimum 15 meter setback from the centerline of the pipeline(s) to any buildings.
8. Any changes to grading that alter drainage affecting ATCO Pipelines' right-of-way or facilities must be adequate to allow for ongoing access and maintenance activities.
  - If alterations are required, the cost will be borne by the developer/owner.
9. Any revisions or amendments to the proposed plans(s) must be re-circulated to ATCO Pipelines for further review.





If you have any questions or concerns, please contact the undersigned at 780.420.3896 or email [Isabel.Solis@atcopipelines.com](mailto:Isabel.Solis@atcopipelines.com).

Yours truly,

**ATCO Pipelines**  
**A division of ATCO Gas and Pipelines Ltd.**

**Isabel Solis**  
**Operations Engineering Department**

IS



Untitled

AREA PLAN

February 4, 2016

Attention: Liz Armitage, Town of Rimbey

As per our discussion today. My request to subdivide my parcel of land into 6 lots would not be financially viable if an area structure plan had to be implemented.

I feel 6 lots is too few and should read 8 lots or possibly 10 for an area structure plan.

With our present economy and building lots not bringing the return that is needed for development, I feel this change should be made for all proposed development.

Thank you for your consideration.

Birch Meadows Holdings Ltd.

Allan E. Ingles



<b>Council Agenda Item</b>	7.1
<b>Council Meeting Date</b>	March 7, 2016
<b>Subject</b>	Extension of Development Agreement with Brix Construction Inc.
<b>For Public Agenda</b>	Public Information
<b>Background</b>	<p>On January 25, 2016, Steffen Olsen with Brix Construction Inc. requested the Development Agreement between Brix Construction Inc. and the Town of Rimbey dated 15-04-2015 be extended for one year.</p> <p>On February 8, 2016 council passed the following motion:  <u>Motion 113/16</u></p> <p>Moved by Mayor Pankiw to have Administration prepare a Development Agreement Extension and submit it for review by Council at the March 7, 2016 Regular Council Meeting, or at the February 22, 2016 Regular Council Meeting if it is available by then.</p>
<b>Discussion</b>	<p>Administration has prepared prepare the development agreement extension utilizing the one prepared in 2015 by the town's legal representative.</p> <p>Administration has recommended an extension of 2 years, until April 17, 2018.</p>
<b>Relevant Policy/Legislation</b>	Municipal Government Act
<b>Options/Consequences</b>	<p>Council may choose to:</p> <ol style="list-style-type: none"> <li>1. Direct the CAO to execute the agreement.</li> <li>2. Do not approve the development agreement extension.</li> </ol>
<b>Desired Outcome(s)</b>	The Town Council direct administration to prepare a Development Agreement Extension. The extension, once approved by council will then be signed by the Interim Chief Administrative Officer on behalf of the town
<b>Financial Implications</b>	Option number one does not require additional funds from the Town of Rimbey as we will be re-using an agreement which has already been drafted.
<b>Follow Up</b>	Brix Construction Inc. will be required to sign the agreement. Brix Construction Inc. will be required to submit Development Permits for any future construction.
<b>Attachments</b>	<p>Development Agreement Extension Request</p> <p>Development Agreement Extension</p>
<b>Recommendation</b>	<p>Town Administration recommended Council approve option number one presented above:</p> <ol style="list-style-type: none"> <li>1. Direct the CAO to execute the agreement.</li> </ol>

**Prepared By:**

  
 \_\_\_\_\_  
 Elizabeth Armitage, MEDES, RPP, MCIP  
 Contract Planning & Development Officer

\_\_\_\_\_  
 March 2, 2016  
 Date



**Endorsed By:**

*Lori Hillis*

Lori Hillis  
Acting Chief Administrative Officer

March 3, 2016

Date

**Subject:** FW: extension  
**From:** "Donna Tona" <[Donna@rimbey.com](mailto:Donna@rimbey.com)>  
**Sent:** 2016-01-25 4:47:10 PM  
**To:** "Liz Armitage" <[vicinia.planning@gmail.com](mailto:vicinia.planning@gmail.com)>

-----Original Message-----

From: Steffen Brix Olsen [mailto:[brix.construction@yahoo.ca](mailto:brix.construction@yahoo.ca)]  
Sent: Monday, January 25, 2016 4:42 PM  
To: Donna Tona  
Subject: extension

Hi Donna,  
I would like to extend my development agreement dated 15-04-2015 for 1 year, to be extended on or before 15-04-2016 please

Thanks  
Steffen  
Brix Construction Inc.

***EXTENSION AND NOVATION AGREEMENT***

**THE TOWN OF RIMBEY**

**AND**

**BRIX CONSTRUCTION INC.**

MEMORANDUM OF AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, A.D. 2016.

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

**WHEREAS:**

- A.** The Town and the Developer entered into a Development Agreement with the Town dated April 17, 2014, in relation to SW22-42-2-W5, Plan 122 3426, Block 1, Lot 2, attached as **Schedule "A"**, which obligations include the construction and installation of Municipal Improvements on the Lands (the "Development Agreement").
- B.** The Developer has sought an extension of the original Development Agreement and the Town has consented to extend the Development Agreement until **April 17, 2018**, on the following conditions:
  - i. By Construction Completion Certificate Stage, the Town will require:
    - a. submission of constructed or as-built drawings; and that
    - b. the warranty period on the work completed shall be for 1 years, until Final Acceptance Certificate is approved.
- C.** The parties to this agreement recognize and acknowledge that the conditions in this agreement both add and subtract from their respective obligations under the Development Agreement, and those compromises in addition to nominal consideration from both parties, provides reasonable consideration for any additional obligations created by this Extension and Novation Agreement;
- D.** This Agreement is in addition to and is not in substitution of the Development Agreement or any Development Permit, and the obligations of the Developer under the Development Agreement remain the same, except where specifically altered by timelines and security provisions set out herein, and where so altered the provisions of this agreement take precedence.

- F. Notwithstanding anything to the contrary contained therein, no further extensions shall be granted to the Development Agreement on its expiry at April 17, 2018. Should any further development be required in the Development Area, a new development agreement will be required, which will be at the discretion of the Town, having regard to its planning and development authority under the *Municipal Government Act* and its bylaws and policies in place from time to time.

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

**1. TERM**

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

**2. WARRENTY PERIOD**

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

**3. FAC/CCC SECURITY**

- 3.1 Town of Rimbey will provide Brix with Certificate of Completion of final inspected construction grade at which time the warranty period of one (1) year will begin as per Clause 2.
- 3.2 Notwithstanding any provision to the contrary in the Development Agreement, the Developer shall only be obliged to post security for deficiencies relating to any relevant Municipal Improvement, the amount of which shall be in the Town's sole absolute discretion, per clause XIV.4 of the Development Agreement.

**4. INDEMNITY**

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

**5. GENERAL**

- 5.1 The provisions of this Agreement shall apply in addition to any and all conditions or requirements as may be imposed upon the Developer pursuant to any statutory plan, land use bylaw, or conditions of any applicable subdivision approval or Development Permit, or the existing, or any subsequent Development Agreement.
- 5.2 The parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.
- 5.3 A waiver by any party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or



provision or any other covenant or provision of this Agreement.

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

**The Town of Rimbey**

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

**Brix Construction Inc.**

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

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

- 7.5 The Parties each covenant and agree that in addition to the provisions contained in the main text of this Agreement, each shall be bound by the additional provisions found in the Schedules and Recitals to this Agreement as if the provisions of the Schedules and Recitals were contained in the main text of this Agreement.
- 7.6 This Agreement shall not be assignable by the Developer without the express written approval of the Town, which approval may be subject to conditions imposed by the Town and shall not be unreasonably withheld. This Agreement shall ensure to the benefit of, and shall remain binding upon (jointly and severally, where multiple parties comprising the Developer), the heirs, executors, administrators, attorney under a power of attorney, and other personal representatives of all individual parties and their respective estates, and shall ensure to the benefit of, and shall remain binding upon, all successors and assigns (if and when assignment permitted herein) of all corporate parties.
- 7.7 Whenever and to the extent that any Party shall be unable to perform, or shall be delayed or restricted in the full performance of, any obligation within this Agreement (other than any financial or payment obligation under this Agreement) by reason of an inability to

***DEVELOPMENT AGREEMENT***  
**TOWN OF RIMBEY, ALBERTA**

**THE TOWN OF RIMBEY**

**AND**

**BRIX CONSTRUCTION INC.**

**COPY**

Town of Rimbey Development Agreement

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

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

**WHEREAS:**

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

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

1 INTERPRETATION

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

(23/10/2007 ,E0628557.DOC;1}

Initials

**COPY**

Page 2 of 26

UMB

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

  
Initials

**COPY**



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

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

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

  
Initials

**COPY**



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

**4. ACCEPTANCE OF MUNICIPAL IMPROVEMENTS**

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

  
Initials

**COPY**



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

**5.0 MAINTENANCE OF MUNICIPAL IMPROVEMENTS BY DEVELOPER**

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

**6.0 UTILITY EASEMENTS AND OTHER INSTRUMENTS**

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

**7.0 DEFAULT BY THE DEVELOPER**

  
Initials

**COPY**



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

**8.0 INDEMNITY AND SECURITY**

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

**9.0 DELIVERY OF DOCUMENTS TO MUNICIPALITY**


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

**10.0 COMPLIANCE WITH LAW**

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

**11.0 GENERAL**

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

  
Initials

**COPY**





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

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

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

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

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

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

  
Initials

**COPY**



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

**12.0 EXECUTION OF AGREEMENT**

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

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

(corporate seal)

THE TOWN OF RIMBEY

Per: -177 Bube

Per: Melissa Beebe, Acting CAO

(corporate seal)

BRIX CONSTRUCTION INC

Per: Jens Straffer Brix Olsen

Per: JENS STRAFFER BRIX OLSEN

  
Initials

**COPY**

**SCHEDULE "A" – LEGAL DESCRIPTION OF LANDS**


The Lands

**Rural Address: SE 22-42-02-W5**

**Plan: Phase I**

**Block:**

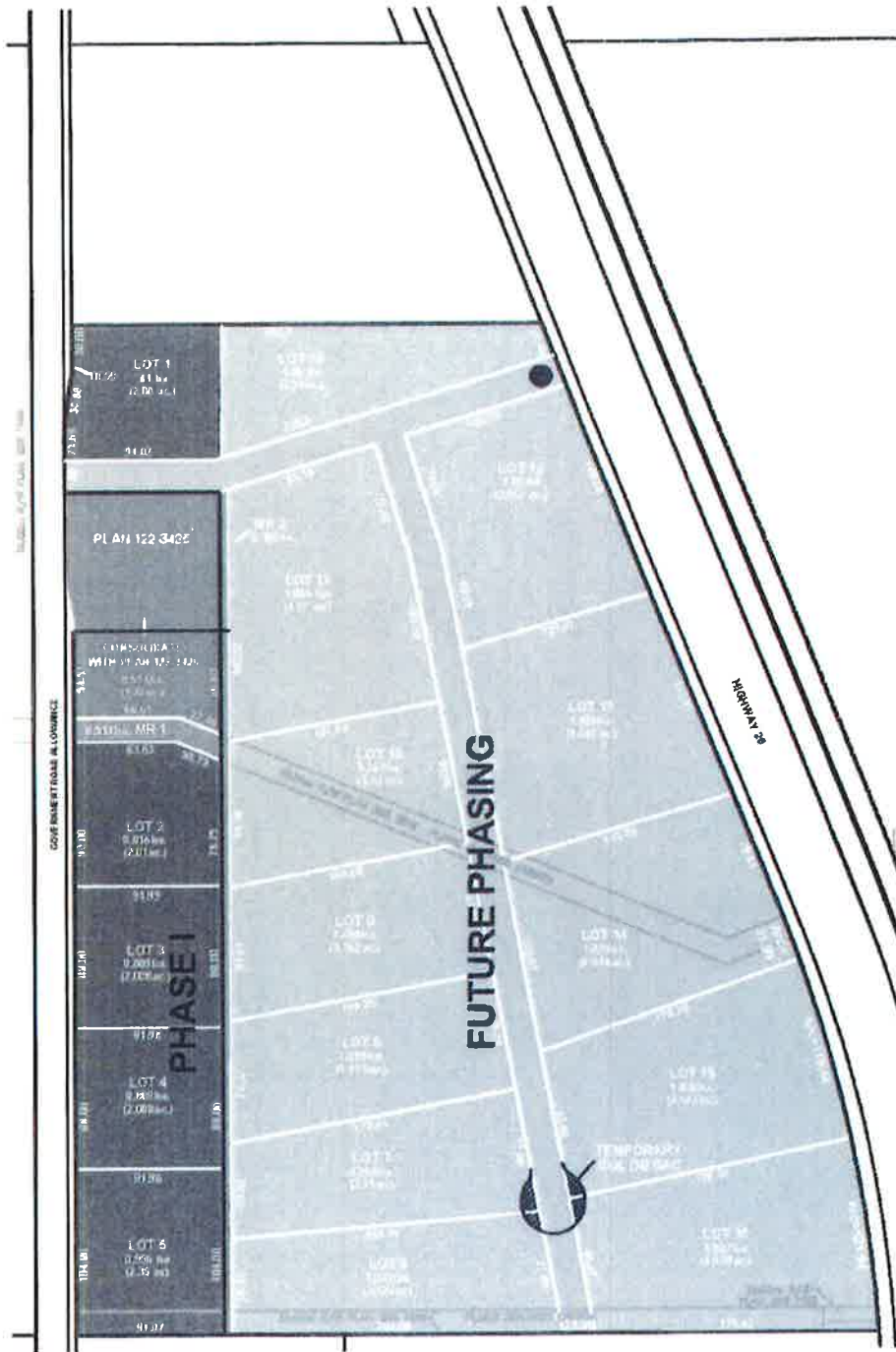
**LOT(S): EXCEPTING THEROUT ALL MINES AND MINERALS**

  
Initials

**COPY**



SCHEDULE "B" - THE DEVELOPMENT AREA



*[Handwritten signature]*  
Initials

**COPY**

*[Handwritten initials]*

**SCHEDULE "C" IMPROVEMENTS**

**Municipal Improvements**

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

**Water and Sewer**

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

**Road Access**

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

**Pipe-Line- Right of Way (Schedule G)**

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

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

Electricity – (Schedule H)

Natural Gas – (Schedule H)

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

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

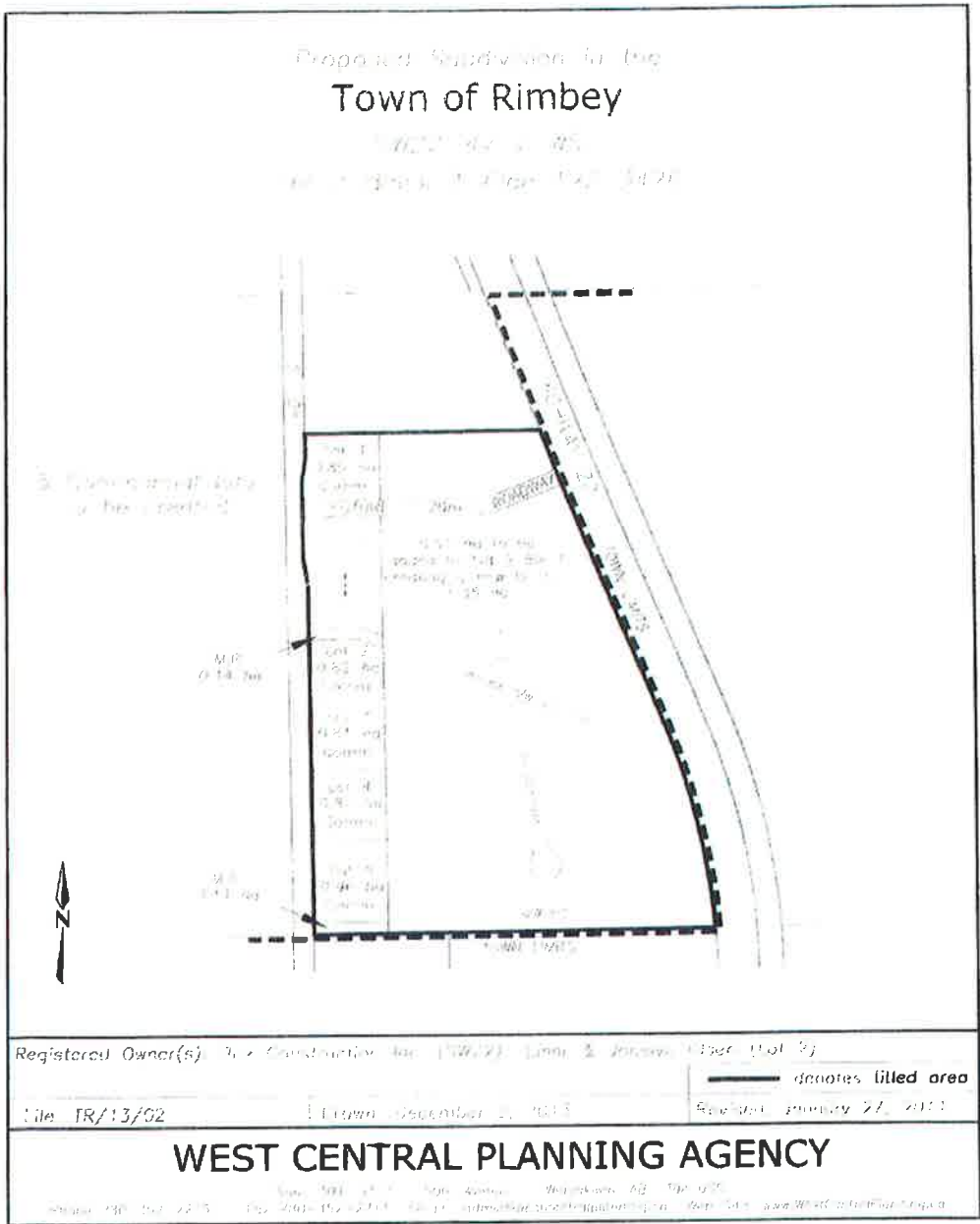
The restoration of all public properties to the Municipality's satisfaction which are disturbed or damaged in the course of the Developer's work;

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

  
Initials

**COPY**

Schedule "E" Approved Subdivision and Utility Right of Way Plan



*[Handwritten initials]*  
Initials

**COPY**

*[Handwritten initials]*

Schedule "F" Conditions of Subdivision

**WEST CENTRAL PLANNING AGENCY**

#101, 5111 – 50 AVENUE WETASKIWIN, ALBERTA T9A 0S5  
TELEPHONE (780) 352-2215 – FAX (780) 352-2211  
ADMIN@WESTCENTRALPLANNING.CA

February 12, 2014

WCPA File Number: TR/13/02

Approved By

Name: Melissa Beebe (ACAO) & Development Officer

Signature: *M. Beebe*

Date: Feb 13/14

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

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

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

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

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

*[Handwritten Signature]*  
\_\_\_\_\_  
Initials

**COPY**

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

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

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

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

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

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

  
Initials

**COPY**



Schedule "G" Pipeline Right of Way



March 27<sup>th</sup>, 2014

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

Attention: Mr. Steffen Olsen

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

Mr. Olsen,

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

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

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

Thank you,

A handwritten signature in black ink, appearing to read "Mike Manz".

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

Handwritten initials in black ink, possibly "MB".  
Initials

**COPY**

Handwritten initials "MB" in black ink.



March 27<sup>th</sup>, 2014

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

Attention: Mr. Steffen Olsen

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

Mr. Olsen,

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

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

Thank you,

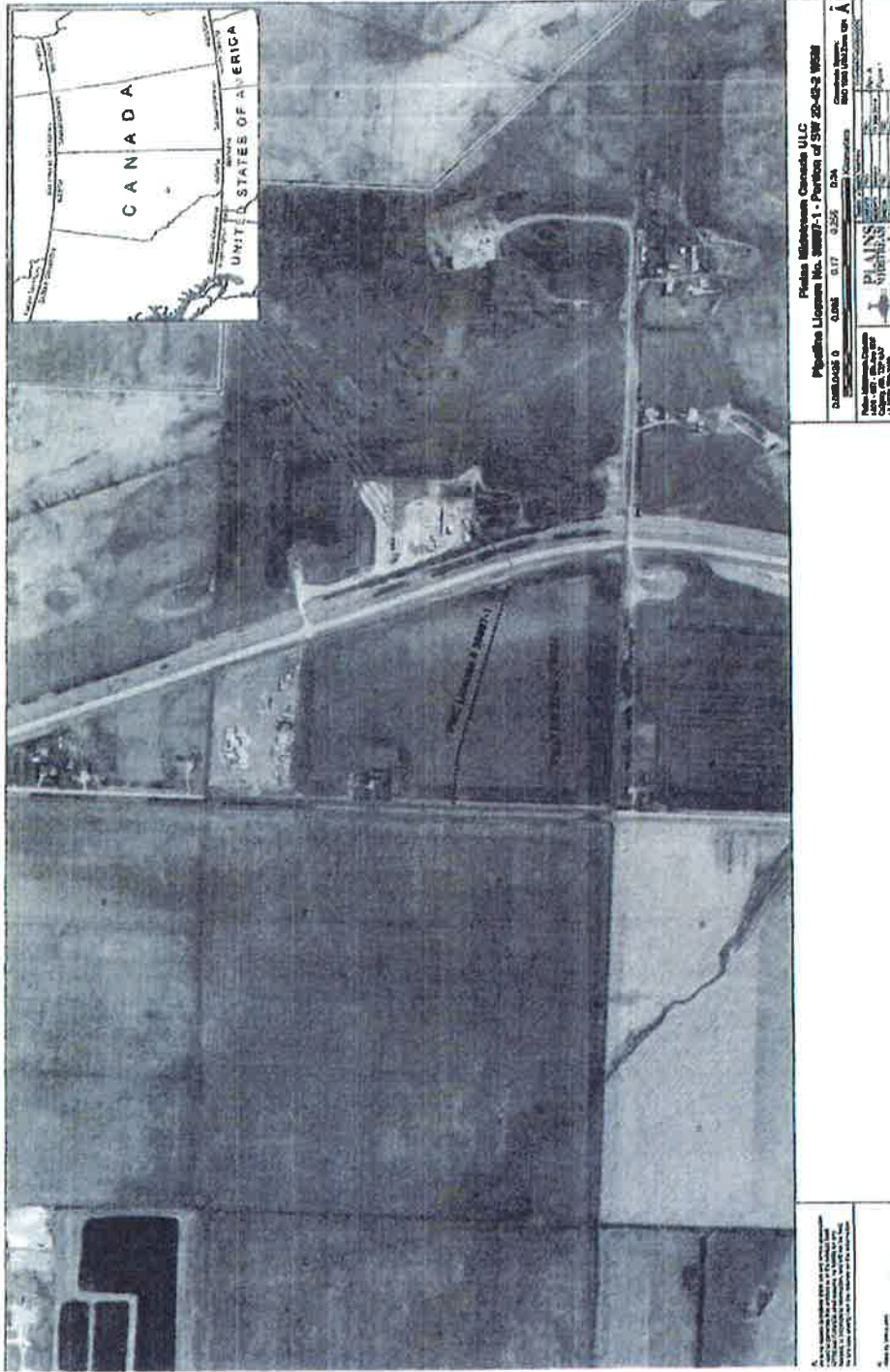
A handwritten signature in black ink, appearing to read "Mike Manz", with a long horizontal line extending to the right.

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

Handwritten initials in black ink, possibly "S.O.", with the word "Initials" printed below them.

**COPY**

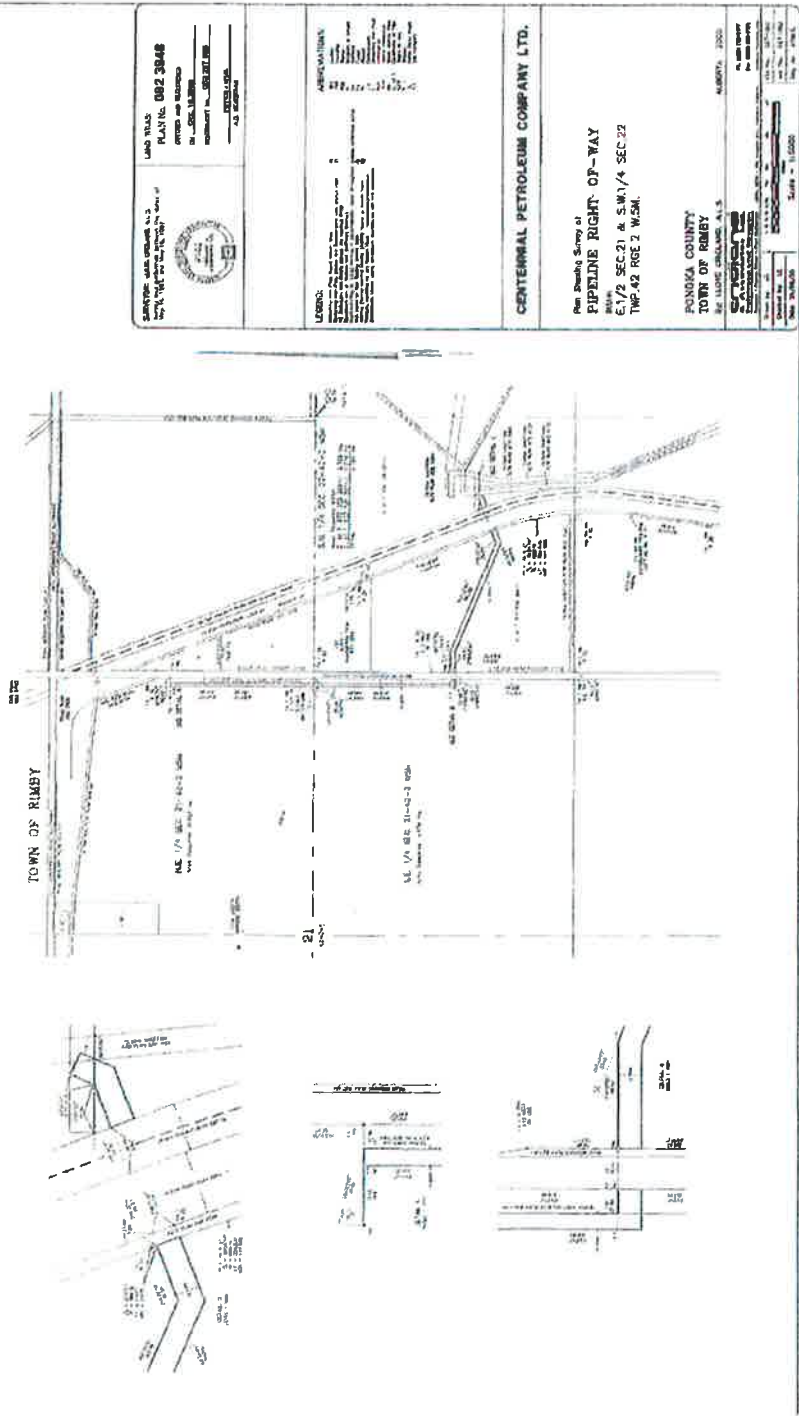
Handwritten initials in black ink, possibly "ME".



*[Handwritten signature]*  
 Initials

**COPY**

*TAB*



*[Handwritten initials]*  
 Initials

**COPY**

*[Handwritten initials]*

Schedule "H" Third Party Utilities



Gavin Hendrickson  
Project Assistant  
Distribution Projects

**Fortis Alberta Inc.**  
PO Box 2570 Stn M  
320 17 Avenue SW  
Calgary, AB T2P 5H4  
Phone (403) 514-4014  
Fax# (403) 514-5014  
[www.fortisalberta.com](http://www.fortisalberta.com)  
Email: [approvals@fortisalberta.com](mailto:approvals@fortisalberta.com)  
Canada & USA (877) 714-4014  
Canada & USA Fax (877) 614-5014

January 24, 2014

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

Dear Ryan Maier:

Notification of New/Salvage Electrical Distribution Facilities

Re: 65261190

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

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

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

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


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

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

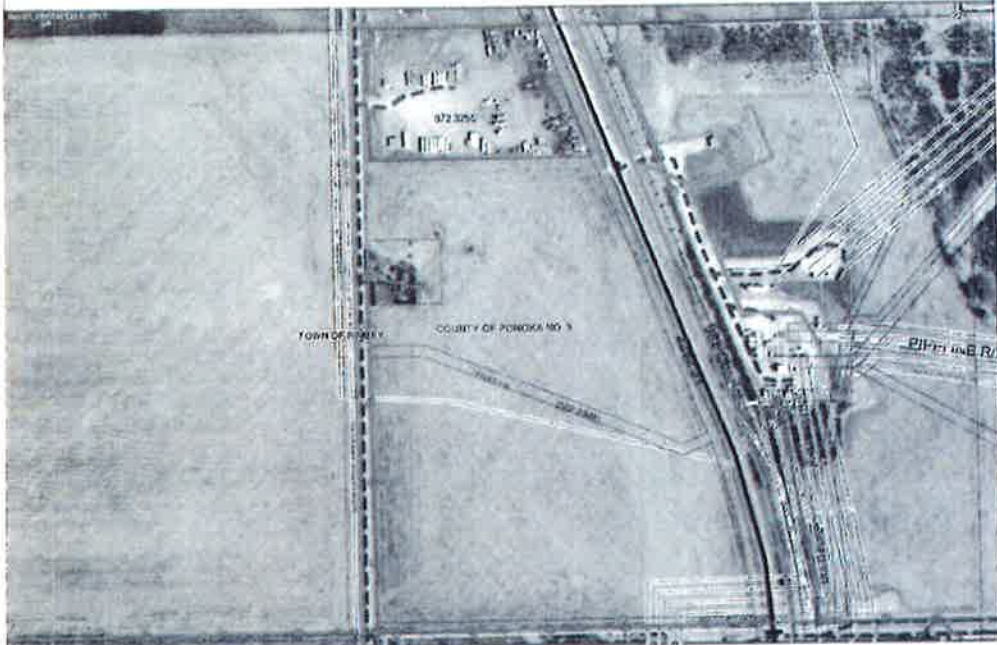
Sincerely,  
  
Gavin Hendrickson

  
Initials

**COPY**



500021712 - AbaData Aerial Photo



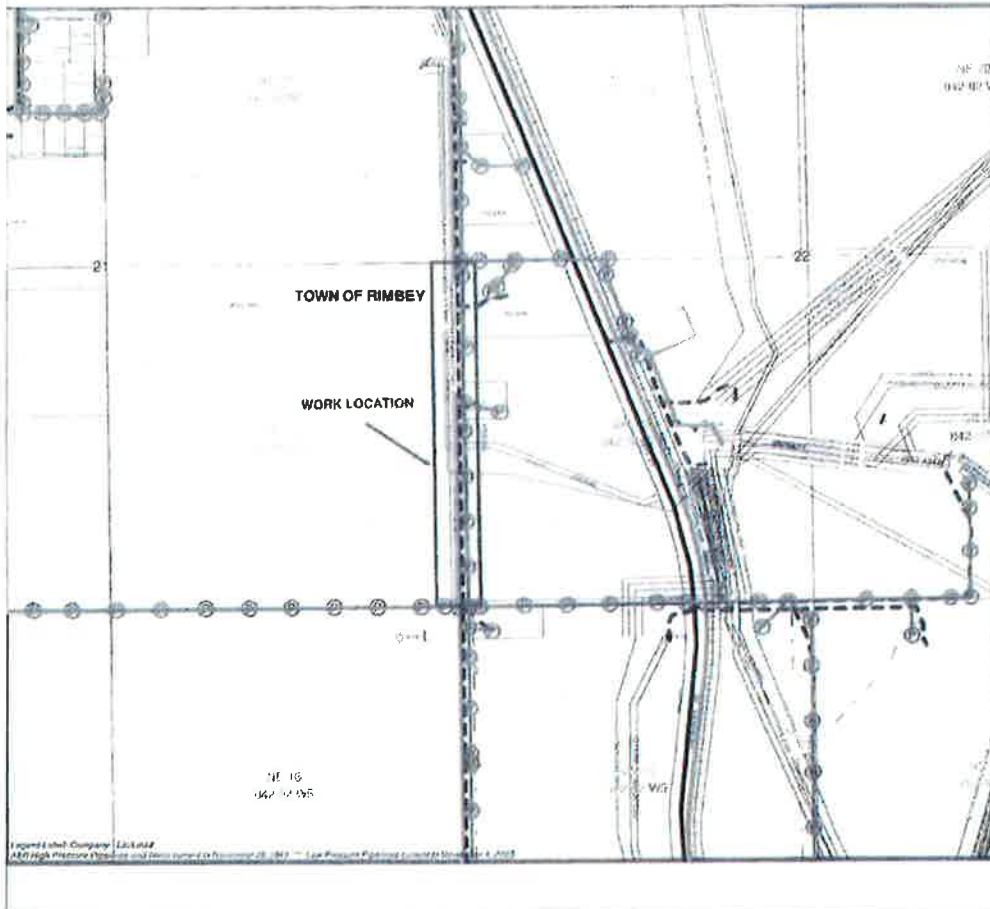
- Wellheads**
- ◊ Abandoned Wellhead
  - ◊ Suspended Gas Wellhead
  - ◊ Suspended Oil Wellhead
  - ◊ Flowing Gas Wellhead
  - ◊ Location Wellhead
  - ◊ Flowing Oil Wellhead
  - ◊ Miscellaneous Wellhead
  - ◊ Water Wellhead
  - ✓ Well Downhole Location
  - Fully Licensed Well
  - Newly Spudded Well
- High Pressure Pipelines**
- Gas Pipeline
  - Oil Pipeline
  - Water Pipeline
  - LVP/HP Pipeline
  - Foreign Pipeline (Only when a company is specified)
- Low Pressure Pipelines**
- Gas Co-op Pipeline

*[Handwritten initials]*  
Initials

**COPY**

*MB*

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

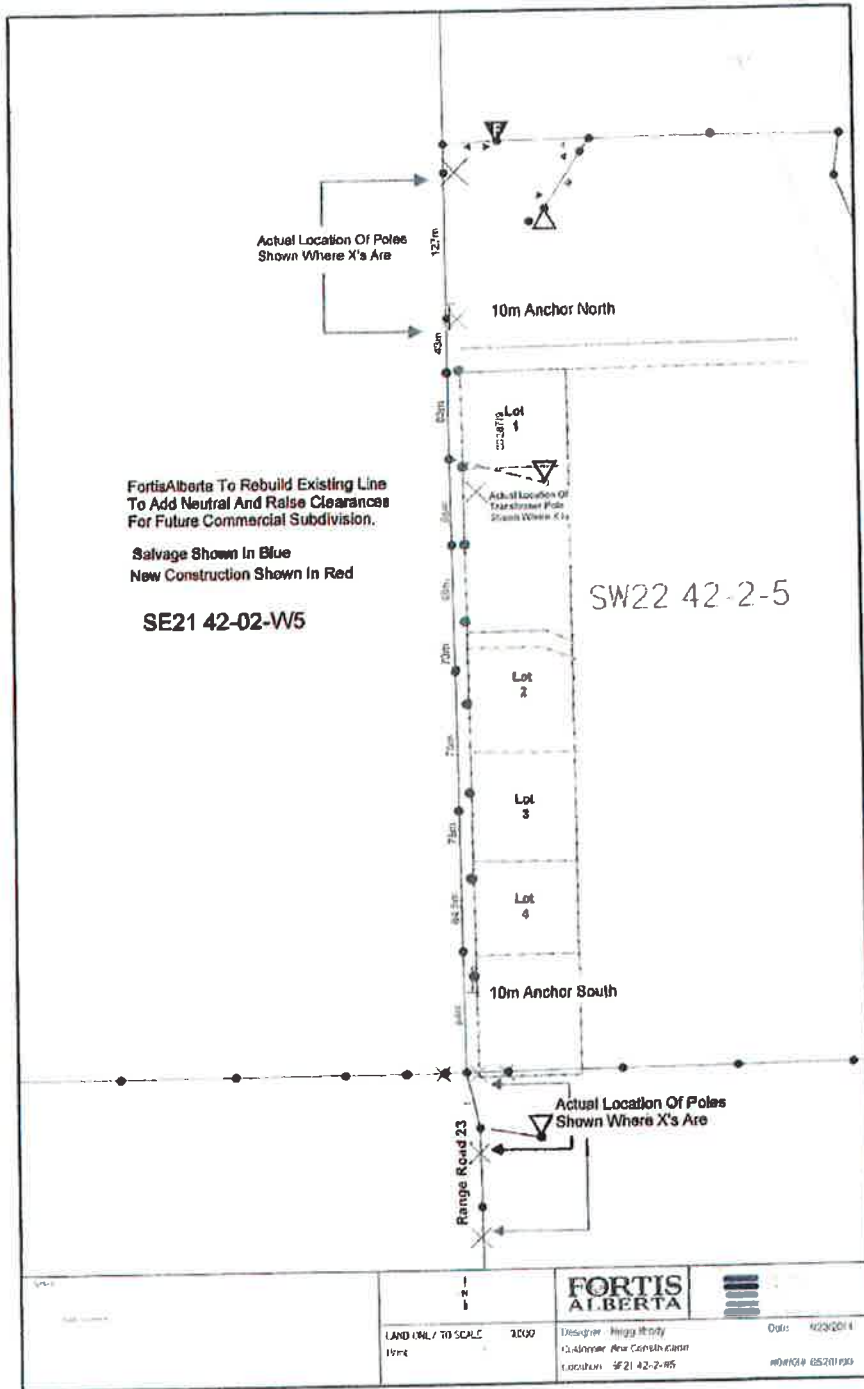


- Wellheads**
- Abandoned Wellhead
  - ◻ Suspended Gas Wellhead
  - ◼ Suspended Oil Wellhead
  - ◊ Flowing Gas Wellhead
  - ◊ Location Wellhead
  - Flowing Oil Wellhead
  - ✕ Miscellaneous Wellhead
  - ✓ Water Wellhead
  - ∨ Well Downhole Location
  - Newly Licensed Well
  - Newly Spudded Well
- High Pressure Pipelines**
- Gas Pipeline
  - Oil Pipeline
  - Water Pipeline
  - LVP/AVP Pipeline
  - Foreign Pipeline
  - (Only when a company is specified)
- Low Pressure Pipelines**
- - - - Gas Co-op Pipeline

*[Handwritten initials]*  
Initials

**COPY**

*[Handwritten initials]*



*[Handwritten Signature]*  
Initials

**COPY**

*[Handwritten Signature]*



**Schedule "G" Special Conditions**

The following are specific terms and conditions of this Agreement:

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

  
Initials

**COPY**



obtain materials, goods, equipment, services, utilities or labour; any statute, law, by-law, regulation, order in council, or order of any competent authority other than one of the Parties; an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so; a strike, lockout, slowdown, or other combined action of workers; or an act of God (a “**Force Majeure**”), such Party shall, so long as any such impediment exists, be relieved from the performance of such obligation to the extent restricted or prevented by that event of Force Majeure, and the other Party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort caused by such delayed or restricted performance, provided, always, that such relief shall in any event be limited to a maximum period of one hundred and eighty (180) days.

- 7.8 The Agreement shall be governed by the laws of the Province of Alberta.
- 7.9 The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice, and that each has had an opportunity to read, review and understand the nature and effect of the provisions of this Agreement prior by executing this Agreement. Each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:
- (a) obtained such legal or other professional advice; or
  - (b) waived the right to obtain such independent legal or other professional advice.
- 7.10 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same Agreement. This Agreement may be signed and sent by fax and this procedure shall be as effective as signing and delivering an original copy.

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



**THE TOWN OF RIMBEY**

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

**BRIX DEVELOPMENT INC.**

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

<b>Council Agenda Item</b>	7.2
<b>Council Meeting Date</b>	March 7, 2016
<b>Subject</b>	Carey Anderson Request to Remove Restrictive Covenant
<b>For Public Agenda</b>	Public Information
<b>Background</b>	<p>In 2015 Mr. Anderson submitted a request to Alberta Transportation and the Town of Rimby to remove the Restrictive Covenant from Lot 6, Block 1, Plan 072 7008, and reattach Road Plan 042 4165 back to the title of Lot 6.</p> <p>After review by Administration and Alberta Transportation it was determined that an Area Structure Plan was required prior to any action being taken. Alberta Transportation prepared a letter (as attached) to Mr. Anderson explaining that at this time neither Alberta Transportation nor Administration supported removing the restrictive covenant nor closing the road and consolidating it with Lot 6.</p> <p>Mr. Anderson again approached the Town with the same request in early 2016. On February 8, 2016 Donna Tona, Liz Armitage and Mayor Pankiw met with Carey Anderson to discuss the request. At this meeting it was determined that the best course of action was an in-person meeting with Alberta Transportation.</p> <p>On March 1, Donna Tona, Liz Armitage and Carey Anderson met with Alberta Transportation representatives Lee Bowman and Sandy Choi. A thorough review was conducted by all parties and it was determined that at this time Alberta Transportation will not support closing the road at this time without an new Area Structure Plan providing long term planning for the lands south of Evergreen Estates.</p> <p>It was also determined that Alberta Transportation does not have an interest in the Restrictive Covenant. However, if it is removed from title, development of this road will be the responsibility of the Town. Thus, the town will be responsible to pay for the development of the road when required.</p> <p>Further, the Restrictive Covenant pertains to lands not owned by Mr. Anderson, and therefore removal of the Restrictive Covenant likely requires agreement of the Town and the other land owner.</p>
<b>Discussion</b>	<p>At this time, Administration recommends that a legal review of the restrictive covenant be conducted prior to making any decisions. This legal review will determine how the town should interpret the clauses in the agreement pertaining to the cost of developing the road. Additionally, Administration is seeking to understand if there are options to discharge the restrictive covenant from one land owner if said land owners pay their portion of the road development prior to construction to be held in reserves by the town.</p>
<b>Relevant Policy/Legislation</b>	Municipal Government Act

<b>Options/Consequences</b>	Council may choose to: <ol style="list-style-type: none"> <li>1. Authorize Administration to seek a legal review of the restrictive covenant.</li> <li>2. Accept this report as information and do nothing at this time.</li> </ol>	
<b>Desired Outcome(s)</b>	The town make an educated decision based on legal advice.	
<b>Financial Implications</b>	Short term costs related to a legal review. Long term costs may include the construction of a road.	
<b>Follow Up</b>	Return to council with a report summarizing the findings of the legal review and recommendations for next steps.	
<b>Attachments</b>	Restrictive Covenant Letter from Alberta Transportation to Mr. Anderson dated August 25, 2015. Letter from Town of Rimbey to Mr. Anderson dated February 1, 2016.	
<b>Recommendation</b>	Administration recommends that council authorize administration to seek a legal review of the restrictive covenant prior to making any decisions.	
<b>Prepared By:</b>		
	 <hr/> Elizabeth Armitage, MEDES, RPP, MCIP Contract Planning & Development Officer	<u>March 2, 2016</u> Date
<b>Endorsed By:</b>	 <hr/> Lori Hillis CA, CPA Acting Chief Administrative Officer	<u>March 3, 2016</u> Date

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**042297463**

**ORDER NUMBER: 30197370**

**ADVISORY**

**This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.**

**Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.**

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT made this 16th day of June, 2004.

BETWEEN:

887288 ALBERTA LTD.,  
of Rimbey, Alberta T0C 2J0

(hereinafter called "the Grantor"),

OF THE FIRST PART,

- and -

887288 ALBERTA LTD.,  
of Rimbey, Alberta T0C 2J0

(hereinafter called "the Grantee"),

OF THE SECOND PART.

WITNESSES THAT WHEREAS:

A. The Grantor is the registered owner of the following described lands:

THE NORTH EAST QUARTER OF SECTION TWENTY NINE (29)  
TOWNSHIP FORTY TWO (42)  
RANGE TWO (2)

WEST OF THE FIFTH MERIDIAN,

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 5430LZ - ROAD

0.533 1.318

B) ALL THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH  
EAST CORNER OF THE SAID QUARTER SECTION; THENCE NORTHERLY ALONG  
THE EAST BOUNDARY THEREOF ONE HUNDRED AND SEVENTEEN (117) METRES;  
THENCE WESTERLY AND AT RIGHT ANGLES TO THE SAID EAST BOUNDARY ONE  
HUNDRED AND FORTY (140) METRES; THENCE SOUTHERLY AND PARALLEL TO  
THE SAID BOUNDARY TO A POINT ON THE SOUTH BOUNDARY; THENCE

EASTERLY ALONG THE SOUTH BOUNDARY TO THE POINT OF COMMENCEMENT  
CONTAINING 1.64 4.05  
C) PLAN 042 4165 SUBDIVISION 14.249 35.21  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called "the Original Lands").

B. The Grantor is presently subdividing the Original Lands, and upon such subdivision it will then be the owner of the following described lands:

LOTS 1, 3 AND 4  
BLOCK 1  
PLAN 042 4165

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called "the Subdivided Lands").

C. Concurrently with the such subdivision, the Grantor is entering into a Development Agreement with the Town of Rimbey, in the Province of Alberta, the provisions of which will run with the Subdivided Lands and Bind all present and future registered owners of the Subdivided Lands.

NOW, THEREFORE, UNDER SEAL, the parties hereto agree, for themselves and any successors in title, that the following restrictions and conditions apply now and in future to the development of the Subdivided Lands:

1. That in respect of the future Access Road referred to in the aforesaid Development Agreement with the Town of Rimbey (which is particularly referenced in Schedule "C" of such Agreement), it is agreed by the parties hereto as follows:

(a) that if further development approval is granted by the Town of Rimbey or other appropriate authority in respect of Lot 1 of the Subdivided Lands ON OR BEFORE

December 31, 2007, then the full cost of developing and constructing the required Access Road shall be borne solely by the registered owner of such Lot 1;

- (b) that if further development approval is granted by the Town of Rimbey or other appropriate authority in respect of any of Lots 3 and 4 of the Subdivided Lands ON OR BEFORE December 31, 2007, then the full cost of developing and constructing the required Access Road shall be borne solely by the registered owner of such Lot 3 or Lot 4, as the case may be;
- (c) that if further development approval is granted in respect of Lot 1 of the Subdivided Lands AFTER December 31, 2007, then the full cost of developing and constructing the required Access Road shall be borne solely by the registered owners of the aforesaid Lots 3 and 4, to be shared proportionally by such registered owners in relation to the respective number of acres of each such Lot 3 and 4;
- (d) that if further development approval is granted in respect of any of Lots 1, 3 or 4 of the Subdivided Lands AFTER December 31, 2007, then the full cost of developing and constructing the required Access Road shall be borne solely by the registered owners of the aforesaid Lots 3 and 4, to be shared proportionally by such registered owners in relation to the respective number of acres of each such Lot 3 and 4.

2. That the restrictions contained herein shall pass with, extend to, run with and bind the Subdivided Lands so as to bind all successors and assigns deriving title to the Subdivided Lands or any portion thereof or any interest therein from, under or through the Grantor or its successors and assigns.

3. That any costs and expenses for developing and constructing the aforesaid Access Road reasonably incurred pursuant to the aforesaid Development Agreement by the registered owner of any portion of the Subdivided Lands that should be paid for by the registered owner of another portion of the Subdivided Lands (as provided for in this Restrictive Covenant) which



has not been paid or reimbursed by such responsible registered owner, may be recovered by the aforesaid registered owner incurring such costs and expenses from such responsible registered owner, along with any solicitor and client costs incurred in respect of such recovery, in a Court of competent jurisdiction, including the Court of Queen's Bench of Alberta and any successor Court.

4. Upon the subject Access Road being fully constructed and completed to the satisfaction of the Town of Rimbey, Alberta Transportation and any other relevant authority having appropriate jurisdiction, this Restrictive Covenant shall be considered to be terminated and no longer of any effect, and any registered owner of any of Lots 1, 3 and 4 of the Subdivided Lands, or any portion of the same if there has been further subdivision, may take such steps as are necessary to have this Restrictive Covenant, or any Cavcat relating to it, discharged in whole with the Edmonton Land Titles Office.

IN WITNESS WHEREOF this Restrictive Covenant was executed, sealed and delivered by the parties hereto as of the day and year first above written.



887288 ALBERTA LTD.

Per:

*[Handwritten signature]*



887288 ALBERTA LTD.

Per:

*[Handwritten signature]*



042297463

042297463 REGISTERED 2004 07 20  
RESC - RESTRICTIVE COVENANT  
DOC 5 OF 6 DRR#: 9781798 ADR/WBARKER

August 25<sup>th</sup>, 2015

File: Rimbey (Sub)

1027859 ALBERTA LTD.  
BOX 1365  
RIMBEY, AB T0C 2J0  
Sent via email to: [carey@albertahighspeed.net](mailto:carey@albertahighspeed.net)

Attention: Carey Anderson

**RE: REQUEST TO REMOVE RESTRICTIVE COVENANT AND CONSOLIDATE  
ROAD PLAN 042 4165 WITH LOT 6, BLOCK 1, PLAN 072 7008 WITHIN NE 29-42-02-W5  
HIGHWAY 20A (51<sup>ST</sup> STREET) AND 61<sup>ST</sup> AVENUE, EVERGREEN ESTATES**

---

Thank you for your request to remove the Restrictive Covenant from Lot 6, Block 1, Plan 072 7008, and reattach Road Plan 042 4165 back to the title of Lot 6.

As land use and transportation is inherently linked, we have consulted and reviewed your request with the Town of Rimbey to ensure alignment with Town policies.

In absence of an Area Structure Plan (ASP) or a recent planning framework that addresses growth in the area, we have determined that the decision be tabled until we have a better understanding of the impact the proposed consolidation of part of Road Plan 042 4165 has on the overall road network and future development in the area.

We appreciate your patience and would like to revisit your request once a strategic planning and transportation framework is in place that provides us with better context to make an informed decision.

Should you have any questions or wish to discuss any of these points, please do not hesitate to contact Lee Bowman or Sandy Choi from Alberta Transportation at 403-340-5166 or Michael Fitzsimmons or Liz Armitage from the Town of Rimbey at 403-843-2113.

Sincerely,



Sandy Choi  
Development & Planning

/sc

cc: Town of Rimbey – Michael Fitzsimmons  
Town of Rimbey – Liz Armitage



4938-50<sup>th</sup> Ave P.O. Box 350  
Rimbey, Alberta T0C 2J0  
Tel: 403.843.2113

February 1, 2016

1027859 ALBERTA LTD.  
BOX 1365  
RIMBEY, AB T0C 2J0

Attention: Carey Anderson

**RE: REQUEST TO REMOVE RESTRICTIVE COVENANT AND CONSOLIDATE ROAD PLAN 042 4162 WITH LOT 6, BLOCK 1, PLAN 072 7008 WITHIN NE 29-42-02-W5 HIGHWAY 20A (51<sup>ST</sup> STREET) AND 61<sup>ST</sup> AVENUE, EVERGREEN ESTATES**

Thank you for your continued interest and request to remove the Restrictive Covenant from Lot 6, Block 1, Plan 072 7008, and reattached Road Plan 042 4165 back to the title of Lot 6.

Town Council and Administration have reviewed your request, and continue to support the position outlined in the letter from Alberta Transportation dated August 25, 2015.

As discussed previously, the Town requires an Area Structure Plan (ASP) for the subject lot and surrounding area before the request can be processed by either the Town or Alberta Transportation. Please note that within the Town of Rimbey the responsibility of preparing and paying for an ASP lies with the developer.


Should you wish to prepare an ASP to assist the Town and Alberta Transportation in reviewing your request, the ASP must outline future development plans including (but not limited to) future growth and the transportation networks.

Should you have any questions or wish to discuss any of these points further, please contact Liz Armitage directly at 403.383.2366.

Sincerely,

Donna Tona, Interim CAO  
Town of Rimbey

cc: Town of Rimbey – Liz Armitage  
Alberta Transportation – Sandy Choi  
Mayor R. Pankiw

<b>Council Agenda Item</b>	7.3
<b>Council Meeting Date</b>	March 7, 2016
<b>Subject</b>	Tagish Engineering Project Status Updates to February 23, 2016
<b>For Public Agenda</b>	Public Information
<b>Background</b>	Tagish Engineering is supplying their status report.
<b>Discussion</b>	Tagish Engineering is the Town of Rimbey's Engineering firm. As such they are required to provide status updates as well as meeting with Administration.
<b>Relevant Policy/Legislation</b>	Not applicable.
<b>Options/Consequences</b>	Not applicable.
<b>Desired Outcome(s)</b>	Not applicable.
<b>Financial Implications</b>	None at this time.
<b>Follow Up</b>	None at this time.
<b>Attachments</b>	Tagish Engineering Project Status Update to February 23, 2016.
<b>Recommendation</b>	To accept the Tagish Engineering Project Status Updates to February 23, 2016 as information.
<b>Prepared By:</b>	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">   <hr/> Donna Tona, CTS  Interim Chief Administrative Officer </div> <div style="text-align: center;"> March 3, 2016  <hr/> Date </div> </div>
<b>Endorsed By:</b>	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <hr/> Donna Tona, CTS  Interim Chief Administrative Officer </div> <div style="text-align: center;"> <hr/> Date </div> </div>

## Kathy

---

**From:** Lori Hillis  
**Sent:** Friday, February 26, 2016 9:47 AM  
**To:** Kathy  
**Subject:** FW: Town of Rimbey - Status Updates

---

**From:** Lloyd Solberg [mailto:lloyd.s@tagish-engineering.com]  
**Sent:** Thursday, February 25, 2016 8:12 AM  
**To:** Donna Tona; Rick Schmidt; Lori Hillis  
**Cc:** Gerald Matichuk  
**Subject:** Town of Rimbey - Status Updates

Hi Donna/Rick/Lori,

Please find the status updates for the Town of Rimbey:

## Town of Rimbey

---

### RB00 – Rimbey General

This project is for small general requests for the Town.

(December 1) Updated cost estimates for 2016 Capital Projects are being prepared and will be submitted to the Town in the first week of December.

(December 15)

- SJC Development Corporation (Rimstone Development) has submitted a CCC application for curb, gutter and granular road base. Tagish Engineering is reviewing the application.
- 2016 Capital Projects estimates were completed and sent to the Town.

(January 12 – February 23) No Change.

### RB106 Rimbey Northeast Lagoon Subdrain Upgrades - GM

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

(December 1) Tagish has prepared a Water Well Risk Mitigation Concept Report complete with budget estimates. Tagish to submit the report on behalf of the Town to Alberta Transportation for funding assistance. The final copy of the AMEC Foster Wheeler "Aquifer Connectivity Evaluation Northeast Wastewater Lagoons Report" will be part of the total submission.

(December 15)

- Water Well Risk Mitigation Concept Report was completed and submitted to Alberta Transportation for funding. Alberta Transportation requested additional information of which the Town was able to supply. Alberta Transportation has indicated that if the project is started prior to AMWWP funding approval, the project becomes ineligible.

- LEX3 Engineering Inc. completed an inspection of the Community Center roof and have provided comments and budget estimates to replace the roof with a pitched metal roof.

(January 12)

- Water Well Risk Mitigation Concept Report was submitted to Alberta Environment as information, in both digital and hard copy.
- Provided Administration with information related to Wastewater Composite Samplers, and Budget Estimates for the supply and installation of a wastewater sampler at both the Northeast and South Lagoons.

(January 26) AMEC Foster Wheeler has offered to supply the Town with ground water testing sample bottles and arranged for testing for VOA. AMEC has indicated the testing would be completed over an 8 week period.

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

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

### **RB125 – Main Reservoir Upgrade – (GM)**

(December 15) LEX3 Engineering and Tagish have completed a preliminary inspection on the Main Pumphouse. It was discussed that a diver visual inspection of the Main Reservoir will be required to determine the condition of the structural integrity of the reservoir and piping.

(January 12) January 7, Aquatech Diving Services completed inspection and measurements in the main reservoir. During the inspection it was noted that a layer of sediment covered the entire base of the reservoir. With the direction of the Director of Publicworks, Aquatech Diving Services cleaned the reservoir.

(January 26) Receive CCTV Inspection Report from Aquatech Diving Services. Information from the report will be used to create an “As-built drawing” of the Pumphouse/Reservoir.

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

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

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

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

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

(January 12) Alberta Transportation has reviewed the Risk Mitigation Report and has indicated that this project was a candidate for provincial funding under the AMWWP Grant. Conditions of the AMWWP grant, indicate that *“If the Municipality chooses to start the project before receiving funding approval the project will no longer be eligible to receive AMWWP funding”*.

However Alberta Transportation has indicated that preliminary engineering can be completed.

Omni-McCann Consulting Services has been provided with a “Notice to Proceed” to complete the preliminary investigation on existing wells to be able to determine favorable locations to drill new wells.

(January 26) Omni-McCann have advised Tagish that they are reviewing the Alberta Environments information on wells in the Rimbey area. Omni-McCann had indicated that a plan showing tentative drilling locations should be available after Feb1, 2016.

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

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

### **RB128 – 2016 Street Improvements – (GM)**

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

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

(January 26) Project cost estimates were provided to Town in order to assist Council in Budget deliberations. Public works to provide location plan indicating sections of concrete structures to be replaced.

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

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

If you have any questions, please let us know.

Thanks,

***Lloyd Solberg, P.Eng. – Project Manager***

### **TAGISH ENGINEERING LTD**

G4 - 5550 - 45th Street  
Red Deer, Alberta  
T4N 1L1

Ph: (403) 346-7710

Fax: (403) 341-4909



Cell: (403) 848-0069

Email: [lloyd.s@tagish-engineering.com](mailto:lloyd.s@tagish-engineering.com)

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



<b>Council Agenda Item</b>	7.4
<b>Council Meeting Date</b>	March 7, 2016
<b>Subject</b>	Application to Amend Land Use Bylaw 762-04
<b>For Public Agenda</b>	Public Information
<b>Background</b>	<p>On November 23, 2015 Donna Tona and Liz Armitage met with Stan Cummings to discuss a new subdivision application. It was discussed that upon review of the new application by Mrs. Armitage, the subdivision as presented is not compliant with the Land Use Bylaw. The Land Use Bylaw requires all R3 lots to have a lane/back alley which are not shown on the tentative subdivision plan. Specifically, Land Use Bylaw 762-04 states in clause 4.11 that "A new subdivision intended to be classified R3 shall contain lanes serving every residential lot." Three options were presented to Mr. Cummings:</p> <ol style="list-style-type: none"> <li>1. Complete TR-13-03 as approved by the Subdivision and Development Appeal Board. This includes paying the Municipal Reserve owing as determined by the board.</li> <li>2. Extend the Subdivision application deadline to allow the Land Use Bylaw review to include a review of clause 4.11 and/or redesignate the three parcels from R3 to R1.</li> <li>3. Immediately apply and pay to amend the land use bylaw to remove clause 4.11 and/or redesignate the lands from R3 to R1.</li> </ol> <p>On November 25, 2016 Mr. Cummings submitted a letter which opted to extend the subdivision while the Land Use Bylaw review is undertaken by administration (as attached).</p> <p>On December 14, 2015 Mr. Cummings submitted an additional letter requesting that the redesignation of three R3 lots to R1 as part of the overall Land Use Bylaw project starting in January 2016 (as attached)</p> <p>Mr. Cummings presented a delegation at the February 22, 2016 council meeting. At this time Mr. Cummings requested the lots be redesignated immediately.</p> <p>Upon further conversation with Mrs. Tona on February 25, 2016, Mr. Cummings indicated his preference was for a text amendment to the Land Use Bylaw to remove the requirement of the lanes as required by Clause 4.11.</p> <p>On February 25, 2016 the application information was forwarded to Mr. Cummings by administration. At that time he indicated that he is not going to apply as he does not want to pay the application fee.</p> <p>A further email was received by Mrs. Tona and Mrs. Armitage on March 2, 2016 from Mr. Cummings. This email expressed a desire to seek resolution on the 5 lot subdivision, the Municipal Reserve owed and the rezoning of the lots prior to the council meeting on March 7, 2016 (as attached).</p>

	<p>At this time, the subdivision as presented does not meet the Land Use Bylaw requirements. As the applicant placed the subdivision application on hold due to this issue, administration is unable to provide direction on the subdivision. Further, Administration is unable to provide direction on the municipal reserve calculation as this will be a decision for the Subdivision Authority at the time of review. Additionally, Administration cannot process the land use bylaw amendment without an application to amend the land use bylaw providing clear direction.</p> <p>Therefore, Administration intends to prepare a letter explaining the legal processes required to subdivide land and amend the land use bylaw which has been discussed previously. These processes are outlined in the Municipal Government Act and Subdivision and Development Regulations and the Town must legally abide by them.</p>
<b>Discussion</b>	As no application with a clear direction has been received, administration is unable to bring a Land Use Bylaw Amendment to Council at this time.
<b>Relevant Policy/Legislation</b>	MGA
<b>Options/Consequences</b>	N/A
<b>Desired Outcome(s)</b>	Council accept this report as information.
<b>Financial Implications</b>	N/A
<b>Follow Up</b>	Upon such time that an application is received, Administration will conduct a review and bring the information to Council for direction.
<b>Attachments</b>	Correspondence with Mr. Cummings.
<b>Recommendation</b>	Council accept this report as information.
<p><b>Prepared By:</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <hr style="width: 80%; margin: 0 auto;"/> <p>Liz Armitage Contract Development Officer</p> </div> <div style="text-align: right;"> <p><u>February 29, 2016</u> Date</p> </div> </div> <p><b>Endorsed By:</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <hr style="width: 80%; margin: 0 auto;"/> <p>Lori Hillis, CA, CPA Acting Chief Administrative Officer</p> </div> <div style="text-align: right;"> <p><u>March 3, 2016</u> Date</p> </div> </div>	

**SJC DEVELOPMENT CORPORATION  
P.O. Box 1546, Rimbey, Alberta T0C 2J0  
Tel 1 587-679-6907 Fax 1 403 843 2997**

NOV 25 2015  
10:12 AM

Nov 25, 2015

Town of Rimbey

Attn: Donna Tonna CEO

Re: Extend Sub Division Application Date

Dear Donna;

As per our discussion regarding the sub division of 5 lots on SJC Dev. Corp. Land, the options gave to me were:

1. Pay the Municipal Reserve as per Sub-Division Development Appeal Board and reactivate the original sub-division application.
2. Extend the date on the second application dated Nov 2, 2015 to July 1 2016, (to enable the Town Council to determine if lanes are required as per R3 zoning item 4.11).
3. Apply for rezoning of the R3 Lots to R1.
4. Drop the sub-division and let it remain designated as farm land.

I have reviewed the above option and decided option 2 is the best course of action, "Extend the date on the second application dated Nov 2, 2015 to July 1 2016".

Therefore I am requesting the Town of Rimbey give me an extension on the date on the second application dated Nov 2, 2015 to July 1 2016.

I am also requesting The Town of Rimbey provide me with confirmation, the legal opinion they obtained that the Municipal Reserve has to be calculated in "real numbers" as per the MGA, and the Municipal Reserve as the Retention Pond dedicated in my Development Agreement dated Aug 8 2008, is void because I sold land to The County of Ponoka.

The County of Ponoka dedicated that land to The Rimoka Foundation for a Seniors Residence, who in turn subdivided out a parcel of land containing the expanded Retention Pond by 30,000 sq ft as Municipal Reserve to The Town of Rimbey, and the original dedicated Municipal Reserve cannot be used as SJC Dev Corp contribution.

Thank you;

Signed:

  
Stan Cummings  
SJCDC Director/Owner

**SJC DEVELOPMENT CORPORATION  
P.O. Box 1546, Rimbey, Alberta T0C 2J0  
Tel 1 587-679-6907 Fax 1 403 843 2997**

Town of Rimbey

Dec 11, 2015

Re: Subdivision Application 5 Lots Dated October 2015.

To Members of The Town of Rimbey Council;

Please change the 3 lots that are presently zoned as R3 to R1 Single Family Dwelling when you review the above Subdivision Application 5 Lots Dated October 2015. as part of the Town's comprehensive review of the Land Use Bylaw starting in January 2016

Thank you

Stan Cummings \_\_\_\_\_

**Subject:** FW: 5 lot sub division Municipal Reserve Owed back alley in 3 lots  
**From:** "Stanley Cummings" <[stan@sjcdc.ca](mailto:stan@sjcdc.ca)>  
**Sent:** 2016-03-02 12:31:29 PM  
**To:** "Liz Armitage" <[vicinia.planning@gmail.com](mailto:vicinia.planning@gmail.com)>

Note sent to Donna

---

**From:** Stanley Cummings [mailto:[stan@sjcdc.ca](mailto:stan@sjcdc.ca)]  
**Sent:** March-02-16 12:31 PM  
**To:** 'Donna Tona'  
**Subject:** 5 lot sub division Municipal Reserve Owed back alley in 3 lots

Donna;

I have received your addendum to the Tri-party agreement and have no problem with it.

I would like to try and get some resolution to the following prior to the council meeting on Monday evening:

1. 5 lot subdivision application
2. SJC Dev Corp Municipal Reserve Owed
3. E lots re-zoned in error

The big push to get this 5 lot subdivision in place, is to enable the shallow servicing to proceed to the Seniors Residence and service the 5 lot subdivision.


The reason I agreed to the Tri-party agreement and agreed to input \$100,000 was to be able to service these 3 residential lots.

I agreed with Rimoka Foundation that I would take their place in the Tri-party agreement so they could develop a fish pond and remove my \$100,000 commitment to the development of the retention pond, and not be a party to the road extension

Give me a time and a date and I will make myself available

Stan

<b>Council Agenda Item</b>	7.5												
<b>Council Meeting Date</b>	March 7, 2016												
<b>Subject</b>	2016 Street Improvements												
<b>For Public Agenda</b>	Public Information												
<b>Background</b>	The Town of Rimbey requested our Engineers, Tagish Engineering Ltd to request for tenders for the 2016 Street Improvements. Tenders were advertised publicly with a closing date of February 25, 2016.												
<b>Discussion</b>	<p>Tender documents were picked up by nine companies of which 6 returned tender submissions. All tenders included the necessary bonding, insurance documentation, 10% contingency allowance and GST. The tenders were reviewed for accuracy and are as follows:</p> <table border="0" style="margin-left: 40px;"> <tr> <td>Border Paving Ltd.</td> <td style="text-align: right;">\$493,989.25</td> </tr> <tr> <td>Central City Asphalt Ltd.</td> <td style="text-align: right;">\$498,839.23</td> </tr> <tr> <td>TBL Construction Ltd.</td> <td style="text-align: right;">\$617,582.96</td> </tr> <tr> <td>Kantrax Contractors Ltd.</td> <td style="text-align: right;">\$626,018.67</td> </tr> <tr> <td>Richardson Bros (Olds) Ltd.</td> <td style="text-align: right;">\$656,126.31</td> </tr> <tr> <td>Carmacks Enterprises Ltd.</td> <td style="text-align: right;">\$663,899.78</td> </tr> </table> <p>Tagish Engineering advises references were checked and are confident the Contractor is capable to complete the work. They also advised Border Paving has indicated all concrete work would be completed by J. Branco &amp; Sons Concrete Services.</p> <p>Tagish Engineers recommends Council award the tender submitted by Border Paving Ltd., for the tendered price of \$493,989.25, including GST.</p> <p>Upon receipt of notification of acceptance from the Town of Rimbey, Tagish Engineering Ltd. will issue a "Notice of Award to Boarder Paving Ltd.</p>	Border Paving Ltd.	\$493,989.25	Central City Asphalt Ltd.	\$498,839.23	TBL Construction Ltd.	\$617,582.96	Kantrax Contractors Ltd.	\$626,018.67	Richardson Bros (Olds) Ltd.	\$656,126.31	Carmacks Enterprises Ltd.	\$663,899.78
Border Paving Ltd.	\$493,989.25												
Central City Asphalt Ltd.	\$498,839.23												
TBL Construction Ltd.	\$617,582.96												
Kantrax Contractors Ltd.	\$626,018.67												
Richardson Bros (Olds) Ltd.	\$656,126.31												
Carmacks Enterprises Ltd.	\$663,899.78												
<b>Relevant Policy/Legislation</b>													
<b>Options/Consequences</b>	<p>Council could accept the recommendation of Tagish Engineering Ld. and award the tender to Border Paving.</p> <p>Council could select an alternate contractor.</p> <p>Council could redirect Tagish Engineering Ltd to retender the projects.</p>												
<b>Desired Outcome(s)</b>	To complete the capital projects as approved in the 2016 Capital Budget												
<b>Financial Implications</b>	As per the awarded Tender.												
<b>Follow Up</b>	Advise Tagish Engineering to issue a "Notice of Award" to the selected Contractor for the 2016 Street Improvements.												

<b>Attachments</b>	Tagish Engineering Ltd. Letter of Recommendation
<b>Recommendation</b>	Administration recommends Council approve the recommendation from Tagish Engineering Ltd to award the tender of the 2016 Street Improvements, as duly submitted, to Border Paving Ltd. for the tendered price of \$493,989.25, including GST.
<b>Prepared By:</b>	<p style="text-align: center;"> _____ Lori Hillis, CA, CPA Interim Chief Administrative Officer</p> <p style="text-align: right;"><u>March 3, 2016</u> Date</p>
<b>Endorsed By:</b>	<p style="text-align: center;"> _____ Lori Hillis, CA, CPA Interim Chief Administrative Officer</p> <p style="text-align: right;"><u>mar 3/16</u> Date</p>



March 1, 2016

File# RB128

Town of Rimbey  
Box 350  
Rimbey, Alberta  
T0C 2J0

**ATTENTION: Lori Hillis, Acting CAO**

Dear Madam;

**RE: Town of Rimbey, 2016 – Street Improvements  
Letter of Recommendation**

The Tender for the above project closed on February 25, 2016. The Tender was advertised publicly and documents were picked up by nine (9) companies. Six (6) Tender submission were received, and checked for accuracy and are outlined as follows:

Border Paving Ltd.	\$493,989.25
Central City Asphalt Ltd.	\$498,839.23
TBL Construction Ltd.	\$617,582.96
Kantrax Contractors Ltd.	\$626,018.67
Richardson Bros (Olds) Ltd.	\$656,126.31
Carmacks Enterprises Ltd.	\$663,899.78

All tenders included the necessary bonding, insurance documentation, 10% contingency allowance, and GST.

The Contractors references were checked and Tagish Engineering Ltd. is confident that the Contractor is capable to complete the work. Border Paving has indicated that all concrete work will be completed by J. Branco & Sons Concrete Services, Border Paving have indicated that they would like to begin work June 1, 2016 and finish work by September 1, 2016.

We respectfully recommend awarding the Tender submitted by Border Paving Ltd., for the tendered price of **\$493,989.25 (GST Included)**. Upon receipt of notification of acceptance from the Town of Rimbey, Tagish Engineering Ltd, will issue a "Notice of Award" to Border Paving Ltd.





It should be noted that the Tender includes the repair, removal and replacement of concrete at various location in Town.

If you require additional information please contact our office at your earliest convenience.

Yours truly,

**TAGISH ENGINEERING LTD.**


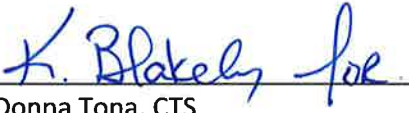
A handwritten signature in blue ink, appearing to read "Gerald Matichuk".

Gerald Matichuk  
Senior Project Manager

Encl: Tender Breakdown,

RB128\_LH01\_Letter of Recommendation \_March 1, 2016

<b>Council Agenda Item</b>	7.6
<b>Council Meeting Date</b>	March 7, 2016
<b>Subject</b>	Residential Waste Collection Tender
<b>For Public Agenda</b>	Public Information
<b>Background</b>	The current Residential Waste Collection Contract expires on March 31, 2016. Administration requested Public Works to tender for a Request for Proposal for Curbside Collection and Hauling of Residential Waste and Recycling, with a closing date of March 1, 2016 at 2:00 pm MST. This tender documentation was advertised on APC (Alberta Purchasing Connection).
<b>Discussion</b>	<p>Request for Proposal documents were picked up by 4 contractors and emailed to another. The follow 3 companies returned the tender submissions.</p> <p style="text-align: center;">Caste – A - Waste CanPak Environmental Inc. Progressive Waste Solutions</p> <p>CAO Donna Tona and Director of Public Works Rick Schmidt opened and reviewed each tender.</p> <p>It was the determination of the CAO and Director of Public Works, Cast-A-Waste was the only submission which met all the requirements of the tender. During budget deliberations, Council requested curbside pick up.</p> <p>Administration in their Request for Proposals asked applicants to submit tenders with curbside pick up and/or rear alley collection. They also asked for a separate proposal for Blue Bag Recycling Collection.</p>
<b>Relevant Policy/Legislation</b>	
<b>Options/Consequences</b>	<ol style="list-style-type: none"> <li>1. to accept the Proposal which it deems to be most appropriate and to waive any deviations in the Proposal;</li> <li>2. to reject all Proposals and to invite new Proposals for the services required;</li> <li>3. to increase, decrease, delete, or vary any portion of the work;</li> <li>4. to reject Proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view;</li> <li>5. to reject Proposals where there are significant omissions of required information as they relate to desirable requirements;</li> <li>6. to reject Proposals which have conditions attached, which are not authorized by the RFP;</li> <li>7. to reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements;</li> </ol>

<b>Desired Outcome(s)</b>	To provide RimbeY residents with cost efficient residential waste collection.
<b>Financial Implications</b>	As per the awarded Tender.
<b>Follow Up</b>	To advise the successful applicant of the awarding of the contract.
<b>Attachments</b>	Pricing Table 1: Back Alley Weekly Manual Waste Collection and Disposal Pricing Table 2: Curbside Semi-Automated/Manual Waste Collection and Disposal with Provision of Carts Pricing Table 3: Bi-Weekly Blue Bag Recycling Collection and Disposal
<b>Recommendation</b>	Administration recommends Council determine which level of residential waste collection they prefer.
<b>Prepared By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;">             _____            Donna Tona, CTS            Acting Chief Administrative Officer         </div> <div style="text-align: right;">           _____            March 4, 2016            Date         </div> </div>
<b>Endorsed By:</b>	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;">             _____            Donna Tona, CTS            Acting Chief Administrative Officer         </div> <div style="text-align: right;">           _____            March 4, 2016            Date         </div> </div>

## RESIDENTIAL WASTE COLLECTION

### PRICING TABLE 1: BACK ALLEY WEEKLY MANUAL WASTE COLLECTION AND DISPOSAL

	<b>Cast-A-Waste Inc.</b>	
<b>Year</b>	<b>Residential Collection/Month</b>	<b>Annual Total</b>
2016/2017	\$5,460.00	\$65,520.00
2017/2018	\$5,460.00	\$65,520.00
2018/2019	\$5,650.00	\$67,800.00
2019/2020	\$5,650.00	\$67,800.00
2020/2021	\$5,650.00	\$67,800.00

	<b>CanPak Environmental Inc.</b>	
<b>Year</b>	<b>Residential Collection/Month</b>	<b>Annual Total</b>
2016/2017	\$6.76	\$77,794.08
2017/2018	\$7.03	\$80,901.24
2018/2019	\$7.31	\$84,123.48
2019/2020	\$7.60	\$87,460.80
2020/2021	\$7.90	\$90,913.20

	<b>Progressive Waste Solutions</b>	
<b>Year</b>	<b>Residential Collection/Month</b>	<b>Annual Total</b>
2016/2017	\$8,103.55	\$97,242.60
2017/2018	\$8,188.05	\$98,256.60
2018/2019	\$8,272.55	\$99,270.60
2019/2020	\$8,357.05	\$100,284.60
2020/2021	\$8,441.55	\$101,298.60

## RESIDENTIAL WASTE COLLECTION

### PRICING TABLE 2:

#### CURBSIDE-SEMI-AUTOMATED/MANUAL WASTE COLLECTION AND DISPOSAL WITH PROVISION OF CARTS

Year	Cast-A-Waste Inc. Residential Collection/Month	Annual Total
2016/2017	\$5,460 X 3 / \$7,560 X 9	\$84,420.00
2017/2018	\$7,560.00	\$90,720.00
2018/2019	\$7,825.00	\$93,900.00
2019/2020	\$7,825.00	\$93,900.00
2020/2021	\$7,825.00	\$93,900.00

Year	CanPak Environmental Inc. Residential Collection/Month	Annual Total
2016/2017	\$9.51	\$109,441.08
2017/2018	\$9.78	\$112,548.24
2018/2019	\$10.06	\$115,770.48
2019/2020	\$10.35	\$119,107.80
2020/2021	\$10.65	\$122,560.20

Year	Progressive Waste Solutions Residential Collection/Month	Annual Total
2016/2017		
2017/2018		
2018/2019		
2019/2020		
2020/2021		

No submission for Pricing Table 2

## RESIDENTIAL WASTE COLLECTION

### PRICING TABLE 3: BI-WEEKLY BLUE BAG RECYCLING COLLECTION AND DISPOSAL

	<b>Cast-A-Waste Inc.</b>	
<b>Year</b>	<b>Residential Collection/Month</b>	<b>Annual Total</b>
2016/2017	\$3,200.00	\$38,400.00
2017/2018	\$3,200.00	\$38,400.00
2018/2019	\$3,300.00	\$39,600.00
2019/2020	\$3,300.00	\$39,600.00
2020/2021	\$3,300.00	\$39,600.00

	<b>CanPak Environmental Inc.</b>	
<b>Year</b>	<b>Residential Collection/Month</b>	<b>Annual Total</b>
2016/2017	\$5.09	\$58,575.72
2017/2018	\$5.29	\$60,877.32
2018/2019	\$5.50	\$63,294.00
2019/2020	\$5.77	\$66,401.00
2020/2021	\$6.00	\$69,048.00

	<b>Progressive Waste Solutions</b>	
<b>Year</b>	<b>Residential Collection/Month</b>	<b>Annual Total</b>
2016/2017	\$6,070.47	\$72,845.65
2017/2018	\$6,133.77	\$73,605.24
2018/2019	\$6,197.07	\$74,364.84
2019/2020	\$6,260.37	\$75,124.44
2020/2021	\$6,323.67	\$75,884.04