



AGENDA
Bentley Town Council Regular Meeting
Tuesday October 25, 2022

6:00pm to 6:45pm (In-Camera portion item a) under New Business

6:45pm Regular Meeting

Organizational Meeting to Follow Regular Council Meeting (See Separate Agenda)

1. Call to Order

2. Indigenous Acknowledgement

“We acknowledge that we are meeting on Treaty 6 Territory and Home of Metis Nation Region 3, on land that is part of a historic agreement involving mutuality and respect. We recognize all the many First Nations, Metis, Inuit, and non-First Nations whose footsteps have marked these lands.”

3. Amendments & Acceptance of Agenda

4. Adoption of Previous Minutes:

a) Regular Meeting of Council October 11, 2022

5. Financial:

a) Prepaid Cheque Listing – Cheques No. 20220732 to 20220803

6. New Business

a) **In-Camera (6:00pm to 6:45pm) discussion regarding Medicine Lodge Ski Hill and potential for Mountain Biking in accordance with Freedom of Information and Protection of Privacy Act, Division 2, Exceptions to Disclosure, 24(1) Advice from officials. The head of a public body may refuse to disclose information to an applicant if the disclosure could reasonably be expected to reveal**

(a) Advice, proposals, recommendations, analysis, or policy options developed by or for a public body or a member of the Executive Council,

(c) positions, plans, procedures, criteria, or instructions developed for the purpose of contractual or other negotiations on or behalf of the Government of Alberta or a public body, or considerations that relate to those negotiations.

b) Federal Tourism Relief Fund Grant Application – Medicine Lodge Ski Club / Central Alberta Economic Partnership / Lacombe Tourism and Town of Bentley

c) Town of Bentley Branding Project

d) 2022 Tax Sale (Revised Reserve Bids)

e) 2022 to 2024 Audit Services Award

7. Correspondence

a) November is Fall Prevention Month – Poster

- **Walk with the Mayors 2022**
- **Proclamation Fall Prevention Month**

b) Council Highlights Lacombe County October 13, 2022

8. Other Business

a) Town of Bentley / Lacombe County Joint Development Initiative – Bentley Southeast Area Structure Plan – Notice of Public Open House and CAO Update

9. Adjournment



Minutes of the Regular Meeting of the Council of the Town of Bentley

October 11, 2022

Date and Place	Minutes of the Regular Meeting of the Council of the Town of Bentley held Tuesday, October 11, 2022, at 6:45 p.m., in the Bentley Municipal Office
In Attendance	Mayor Greg Rathjen Deputy Mayor Eastman Councillor Hansen Councillor Dale Grimsdale Councillor Brenda Valiquette CAO, Marc Fortais
Call to Order	Mayor Greg Rathjen called the meeting to order at 6:45 p.m.
Indigenous Acknowledgement	"We acknowledge that we are meeting on Treaty 6 Territory and Home of Metis Nation Region 3, on land that is part of a historic agreement involving mutuality and respect. We recognize all the many First Nations, Metis, Inuit, and non-First Nations whose footsteps have marked these lands" <p style="text-align: right;">Read by Mayor Rathjen</p>
Agenda	<p>Motion 190/2022 Moved by Deputy Mayor Eastman, "THAT the agenda of the October 11, 2022, regular meeting of council, be amended to add under Other Business the following additional items to be discussed prior to the in-camera topics:</p> <ul style="list-style-type: none">b) Signing Authorityc) AHS Meeting Update <p style="text-align: right;">Carried</p> <p>Motion 191/2022 Moved by Councillor Hansen, "THAT the amended agenda of the October 11, 2022, regular meeting of council, be accepted." <p style="text-align: right;">Carried</p></p>
Previous Minutes	<p>Motion 192/2022 Moved by Councillor Hansen, "THAT the minutes of the September 13, 2022, Regular Meeting of Council be accepted." <p style="text-align: right;">Carried</p></p>

Financial

a) Prepaid Cheque Listing Cheques No. 20220707 to 20220731

Motion 193/2022 Moved by Councillor Valiquette, "THAT Cheque No. 20220707 to 20220731 be received for information."

Carried

New Business

a) FORTIS Franchise Agreement (Deferred from September 27, 2022, Agenda)

A presentation was given by Kayla Law from FORTIS Alberta regarding the Franchise Fee Agreement with the Town of Bentley.

Motion 194/2022 Moved by Councillor Valiquette, "THAT Mayor and Council authorize the CAO to renew the Franchise Agreement with Fortis Alberta for an additional 5-year term from October 1, 2023, to September 30, 2028; AND

THAT Mayor and Council set the electrical distribution system franchise fee percentage for the 2022 November deadline related to the Franchise Fee Collected in the 2023 year at 10%.

Carried

b) ATCO Franchise Fee – Rate Setting

Motion 195/2022 Moved by Councillor Hansen, "THAT Mayor and Council set the natural gas distribution system franchise fee percentage for the 2022 November deadline related to the Franchise Fee Collected in the 2023 year at 12%.

Carried

c) 2023 Proposed Budget Parkland Regional Library System

Motion 196/2022 Moved by Councillor Grimsdale, "THAT Mayor and Council approve the municipal per capita requisition for the Parkland Regional Library System (PRLS) in the amount of \$8.75; AND

THAT Mayor and Council support the 2023 Proposed Parkland Regional Library Budget as presented; AND

THAT the CAO Marc Fortais send the approval to Parkland Regional Library System as soon as possible."

Carried

Correspondence

a) Council Highlights Lacombe County September 22, 2022

Motion 197/2022 Moved by Deputy Mayor Eastman, "THAT the correspondence items a) be accepted as information."

Carried

Other Business

a) CAO/Mayor Update – meeting with Sandy Point Executive

Mayor Rathjen provided an overview of a meeting that took place between the Town of Bentley and the Sandy Point Executive. The meeting was an informal meeting to discuss and update each other about the major initiatives that are happening at the Town of Bentley and at Sandy Point.

The meeting was positive and provided opportunity to share vision, ideas, and potential collaboration for the future to market both communities.

It is intended that these meetings will continue in the future to explore opportunities for collaboration that may of mutual benefit to both the Town of Bentley and Sandy Point.

b) Signing Authority

Deputy Mayor Eastman clarified if she was given signing authority as the Deputy Mayor. CAO Marc Fortais indicated that the form to ensure Deputy Mayor Eastman had signing authority was missed and has not yet been completed. Administration committed to rectifying the oversight.

c) AHS meeting update

Deputy Mayor Eastman asked administration for an update regarding the meeting that AHS had committed to with the Town of Bentley to discuss the care centre and the current doctor shortage.

CAO Marc Fortais, indicated that he had not yet heard back from AHS, who had previously indicated they would connect with the town, once the connect care project had been finalized at the care centre.

Mayor and council discussed options including sending a letter to AHS regarding the meeting It was also discussed that potentially a survey could be created to poll residents to gain a better understanding their needs of residents regarding healthcare.

Motion 198/2022 Moved by Councillor Hansen, "THAT administration be directed to develop a survey/questionnaire to better understand the needs of local residents to do with healthcare."

Carried

Motion 199/2022 Moved by Councillor Hansen, "THAT the council reports from Mayor and Council be reviewed, prior to moving the meeting in-camera to deal with the in-camera matters listed on the agenda."

Carried

Council Reports

- a) **Mayor Rathjen**
- b) **Deputy Mayor Eastman**
- c) **Councillor Grimsdale**
- d) **Councillor Hansen**
- e) **Councillor Valiquette**

Motion 200/2022 Moved by Councillor Valiquette, "THAT the September council reports be accepted as information."

Carried

Break

Motion 201/2022 Moved by Councillor Valiquette, "That Mayor and Council take a short 5-minute break at 8:06pm."

Carried

Call to Order

Mayor Rathjen called the meeting back in order at 8:33pm

In-Camera

Motion 202/2022 Moved by Deputy Mayor Eastman, "THAT the Regular Meeting of Mayor and Council be closed to the public at 8:11pm for a discussion regarding two items as follows:

- a) In-Camera discussion regarding Branding concepts in accordance with Freedom of Information and Protection of Privacy Act, Division 2, Exceptions to Disclosure, 24(1) Advice from Officials. The head of a public body may refuse to disclose information to an applicant if the disclosure could reasonably be expected to reveal
 - (a) Advice, proposals, recommendations, analysis, or policy options developed by or for a public body or a member of the Executive Council.
 - (b) Positions plans, procedures, criteria, or instructions developed for the purpose of contractual or other negotiations on or behalf of the Government of Alberta or a public body, or considerations that relate to those negotiations.
- b) In-camera discussions regarding ECO Tree Generations proposal in accordance with the Freedom of Information and the Protection of Privacy Act, Division 2, Exceptions to Disclosure, 16(1) Disclosure harmful to the business interests of a third party. The head of a public

body must refuse to disclose to an applicant information, if the disclosure could reasonably be expected to reveal

- (a) Advice, proposals, recommendations analysis or policy options developed by or for a public body or a member of the executive council,
- (b) Positions, plans, procedures, criteria, or instructions developed for the purpose of contractual or other negotiations on or behalf of the Government of Alberta or a public body, or considerations that relate to those negotiations.”

Carried

Motion 203/2022 Moved by Deputy Mayor Eastman, “THAT the regular meeting of Mayor and Council be resumed in public at 9:58pm.”

Carried

Adjournment Mayor Rathjen, adjourned the meeting at 10:00pm

Mayor Greg Rathjen

CAO Marc Fortais



TOWN OF BENTLEY

Cheque Listing For Council

Cheque #	Cheque Date	Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
20220732	2022-10-07	940918 ALBERTA LIMITED	102103	PAYMENT ROADS & STREET DUMPING FEI	14.05	14.05
20220733	2022-10-07	A.J. REPAIRS	1094	PAYMENT REPAIRED ARENA PAINT PUMP	184.28	184.28
20220734	2022-10-07	BUNZL CLEANING & HYGIENE	132856	PAYMENT ARENA BUILDING MAINTENANC	549.21	549.21
20220735	2022-10-07	CALMONT EQUIPMENT LTD	P14965	PAYMENT FALL MAINTENANCE BOBCAT	298.72	298.72
20220736	2022-10-07	CLEARTECH INDUSTRIES INC.	INV1043233	PAYMENT CHEMICALS, PUMP & VALVES	779.68	779.68
20220737	2022-10-07	DMD ROCK PRODUCTS LTD.	8008	PAYMENT ROADS & STREETS WASHED RC	1,527.84	1,527.84
20220738	2022-10-07	EARTH SMART PROPERTY SOLUTIONS-RED DE	105714	PAYMENT PARKS & RECREATION WEED SF	3,675.00	3,675.00
20220739	2022-10-07	EASTMAN, LENORE	30092022	PAYMENT REIMBURSEMENT OF MILEAGE	58.52	58.52
20220740	2022-10-07	G.L.D.C. GAS CO-OP LTD.	11012022	PAYMENT BENTLEY FIRE HALL NATURAL G	84.72	84.72
20220741	2022-10-07	GO SERVICES INC.	15159698	PAYMENT PARKS & REC PORTA POTTYS F	630.00	630.00
20220742	2022-10-07	GREAVES, LORYANNE	19092022	PAYMENT REIMBURSEMENT FOR MOUSE I	41.99	41.99
20220743	2022-10-07	GREGG DISTRIBUTORS LP	059-487113	PAYMENT PW SHOP FALL MAINTENACE SL	845.58	845.58
20220744	2022-10-07	GRIMSDALE, DALE	30092022	PAYMENT REIMBURSEMENT MILEAGE & E	383.25	383.25
20220745	2022-10-07	HOMEWOOD HEALTH INC.	H535727	PAYMENT EMPLOYEE AND FAMILY ASSIST/	100.80	100.80
20220746	2022-10-07	KEY AGVENTURES INC.	IR70755A	PAYMENT PART FOR MOWER	35.88	35.88
20220747	2022-10-07	PARKLAND REGIONAL LIBRARY	220024	PAYMENT 4TH QUARTER REQUISITION PA	2,495.75	2,495.75
20220748	2022-10-07	PITNEY BOWES LEASING	3202067480	PAYMENT POSTAGE METER	242.24	242.24
20220749	2022-10-07	RATHJEN, GREG	30092022	PAYMENT REIMBURSEMENT OF MILEAGE	321.85	321.85
20220750	2022-10-07	RECEIVER GENERAL	30092022 30092022	PAYMENT REGULAR EMPLOYMENT INSUR REDUCED EMPLOYMENT INSUR	1,260.86 15,172.75	16,433.61
20220751	2022-10-07	RED DEER OVERDOOR	29567	PAYMENT PW SHOP DOOR MAINTENANCE	347.55	347.55
20220752	2022-10-07	RIMBEY EXPRESS	2410	PAYMENT WATER SAMPLES AND RETURN	110.00	110.00
20220753	2022-10-07	SHAW CABLE	21092022 23092022	PAYMENT FCSS INTERNET PW SHOP INTERNET	124.95 73.50	198.45
20220754	2022-10-07	STANTEC CONSULTING LTD.	1742795 1742796	PAYMENT CONCRETE REPLACEMENT NEW BEGINNINGS FEASIBILITY	7,782.64 3,458.13	11,240.77
20220755	2022-10-07	TAXERVICE		PAYMENT		630.00



TOWN OF BENTLEY

Cheque Listing For Council

2022-Oct-19
9:47:03AM

Cheque #	Cheque Date	Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
20220755	2022-10-07	TAXSERVICE	30092022	TAXSERVICE BILL FOR SEPTEMBER	630.00	630.00
20220756	2022-10-07	TELUS COMMUNICATIONS INC.	04102022 10042022 4102023.	PAYMENT TELUS BILL FOR OCTOBER 2022 ARENA WIFI INTERAC LINE	764.80 68.25 37.55	870.60
20220757	2022-10-07	UNFUSSY INC.	1007-65	PAYMENT BRAND STRATEGY & WEBSITE C	14,175.00	14,175.00
20220758	2022-10-07	VALIQUETTE, BRENDA	30102022	PAYMENT REIMBURSEMENT FOR MILEAGE	416.44	416.44
20220759	2022-10-07	WASTE CONNECTIONS OF CANADA INC.	7425-00002463	PAYMENT COMMERCIAL WASTE PICK UP	1,107.35	1,107.35
20220760	2022-10-07	WASTE MANAGEMENT	1147459-0613-0	PAYMENT RECYCLING	5,611.68	5,611.68
20220761	2022-10-07	WILD ROSE ASSESSMENT SERVICES	8757	PAYMENT PROGRESS PAYMENT FOR OCTOBER	1,330.88	1,330.88
20220762	2022-10-07	WOLF CREEK BUILDING SUPPLIES	469128	PAYMENT BIKE PATH & SPEED LIMIT SIGN	73.82	73.82
20220763	2022-10-07	STANTEC CONSULTING LTD.	1743537.	PAYMENT STANTEC MISSED GST INVOICE	434.49	434.49
20220764	2022-10-07	STANTEC CONSULTING LTD.	1743539	PAYMENT SOUTHEAST ASP TIA	9,922.56	9,922.56
20220765	2022-10-15	RATHJEN, ARTHUR M				
20220766	2022-10-15	VALIQUETTE, BRENDA C				
20220767	2022-10-15	HANSEN, PAMELA				
20220768	2022-10-15	GRIMSDALE, DALE A				
20220769	2022-10-15	EASTMAN, LENORE M				
20220770	2022-10-15	CARSON, BARBARA J				
20220771	2022-10-15	JENSEN, DARREN J				
20220772	2022-10-15	MEREDITH, SANDRA L				
20220773	2022-10-15	GIBSON, COLE C				
20220774	2022-10-15	DENNEHY, NATHAN				
20220775	2022-10-15	GREAVES, LORYANNE				
20220776	2022-10-15	FORTAIS, MARC C				
20220777	2022-10-15	KIKSTRA, ROBERT B				
20220778	2022-10-15	LOOV, CHRISTOPHER D				
20220779	2022-10-12	HANSEN, PAMELA DAWN	30092022	PAYMENT REIMBURSEMENT MILEAGE & V	374.20	374.20
20220780	2022-10-12	SERVUS CREDIT UNION	30092022	PAYMENT SERVUS MASTERCARD BILL FOR	2,744.30	2,744.30
20220781	2022-10-12	TELUS MOBILITY INC.	09102022	PAYMENT TELUS MOBILITY BILL	122.62	122.62
20220782	2022-10-18	327241 ALBERTA LTD.	1086	PAYMENT ANIMAL CONTROL SEPTEMBER	892.50	892.50
20220783	2022-10-18	ADT SECURITY SERVICES CANADA INC.	29589422	PAYMENT PUMPHOUSE SECURITY MONIT	42.00	42.00
20220784	2022-10-18	CAMPUS ENERGY PARTNERS LP	1000894-20220	PAYMENT ELECTRICITY BILL FOR SEPTEMBER	7,489.87	14,091.78



TOWN OF BENTLEY

Cheque Listing For Council

2022-Oct-19
9:47:03AM

Cheque #	Cheque Date	Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
20220784	2022-10-18	CAMPUS ENERGY PARTNERS LP	1000895-202206 2688ZC-2209-1	STREET LIGHT ELECTRICITY BIL NATURAL GAS BILL FOR SEPTEMBER	5,710.74 891.17	14,091.78
20220785	2022-10-18	CARSON, BARB	27092022	PAYMENT BOOK SET FOR LITTLE CHEFS F	24.94	24.94
20220786	2022-10-18	CLEARTECH INDUSTRIES INC.	INV1043603	PAYMENT CHEMICALS AND CONTAINER DE	1,174.24	1,174.24
20220787	2022-10-18	E C & M ELECTRIC NORTHERN LTD.	123633	PAYMENT PUMPHOUSE RCS 120V SPRING	9,206.40	9,206.40
20220788	2022-10-18	GREGG DISTRIBUTORS LP	059-489664 059-490672	PAYMENT P.W. SHOP SUPPLIES P.W. VEHICLE SUPPLIES	173.71 59.57	233.28
20220789	2022-10-18	HHID	15102022	PAYMENT DEM OCTOBER PAYMENT	787.50	787.50
20220790	2022-10-18	HIGH PRESSURE FLUSHING INC.	2402	PAYMENT LAGOON MAINTENANCE	819.00	819.00
20220791	2022-10-18	HI-WAY 9 EXPRESS LTD.	66032044	PAYMENT FREIGHT FOR CLEARTECH	500.79	500.79
20220792	2022-10-18	MUNISIGHT LTD.	INV4310380	PAYMENT SOFTWARE SUPPORT FOR OCT	828.48	828.48
20220793	2022-10-18	NUTIRIEN AG SOLUTIONS (CANADA) INC.	900958006	PAYMENT PARKS & REC LAWN FERTILIZER	105.00	105.00
20220794	2022-10-18	PARKLAND COMMUNITY PLANNING SERVICES	21835 21836 21837	PAYMENT DAY TO DAY GIS BUILD, ENHANCEMENTS & C BENTLEY-LACOMBE JOINT DEVE	187.50 380.00 1,791.26	2,358.76
20220795	2022-10-18	PARKLAND GEOTECHNICAL CONSULTING LTD.	1022-6252	PAYMENT FIELD TESTING SERVICES & EXI	645.75	645.75
20220796	2022-10-18	RURAL MUNICIPALITIES ASSOC. INSURANCE	INS00048024 INS00048130	PAYMENT HEAVY EQUIPMENT INSURANCE AUTOMOBILE (BOBCAT TOOLCA	45.32 107.12	152.44
20220797	2022-10-18	WOLF CREEK BUILDING SUPPLIES	473342	PAYMENT CONCRETE MIX FOR BIKE PATH	7.13	7.13
20220798	2022-10-18	PIGEON LAKE HORSE DRAWN RIDES	2022WR019	PAYMENT DEPOST FOR WAGON RIDES DE	485.63	485.63
20220799	2022-10-19	BENTLEY ESSO	30092022	PAYMENT VEHICLE/EQUIPMENT GAS/DIES	1,022.99	1,022.99
20220800	2022-10-19	INNOV8, DIGITAL SOLUTIONS INC.	IN371153	PAYMENT FCSS PHOTOCOPIER	10.71	10.71
20220801	2022-10-19	PIDHERNEY'S INC.	137384	PAYMENT NEW BEGINNINGS UNDERGROL	39,795.00	39,795.00
20220802	2022-10-19	SHAW CABLE	12102022	PAYMENT OFFICE INTERNET	131.25	131.25
20220803	2022-10-19	WORKERS' COMPENSATION BOARD	25899069	PAYMENT INSTALLMENT PAYMENT	1,925.00	1,925.00

Total 176,969.93

*** End of Report ***



Agenda Date: October 25, 2022

Agenda Item: Federal Tourism Relief Fund Grant Application – Medicine Lodge Ski Club / Central Alberta Economic Partnership & Town of Bentley

SUMMARY AND BACKGROUND

The Medicine Lodge Ski Club has been in operation since the 1950's and officially became a society in 1962. The club has successfully operated a ski hill at the location for many years. The hill is fully run by volunteers and there is an active volunteer ski patrol on the hill at all times during winter operations. Food and Beverage is also available during the operating hours and there is a fully stocked rental shop for equipment rentals. The club also provides youth employment and offers its volunteers a sense of purpose and community, as well as an opportunity to work together as a team to create something special for the public.

Over the last several years, there has been interest from outside clubs to further develop areas of the hill for other recreational activities such as Mountain Biking, cross country skiing and hiking. This interest has been directed to the Medicine Lodge Ski Club and has led to conversations between another club and the ski club to consider if those other recreational activities would be viable and if so, how they could be added to complement and enhance the existing uses. Additionally, other conversations have continued for many years regarding the ability of hill to extend their season through the addition of snow making equipment, and whether this is a viable option.

Through these conversations, it has become evident that there needs to be some more rigor placed on long term strategic planning for the hill. In the summer of 2022 Central Alberta Economic Partnership (CAEP) undertook a Tourism Opportunity Assessment of existing and potential tourism assets within central Alberta. In this Assessment the Medicine Lodge Ski Hill was identified as having potentially strong tourism growth as a hill and in diversification and expansion into other seasons. The report indicates that there is strong potential to grow the site for skiing, building on what it has been doing for more than 60 years. The site has additional room to host an area for biking and hiking and potentially cross-country skiing. However, the report also recommends that a comprehensive asset utilization plan a master plan be undertaken to further refine the site plan and tactical direction. Furthermore, a master plan would provide the ability for the club to seek out additional funding for implementation of key initiatives and objectives that would be identified through this process.

CURRENT STATUS

CAEP, in collaboration with the Medicine Lodge Ski Club (Attachment #1 – letter of support), Town of Bentley, and Lacombe Tourism (Attachment #2 - letter of support) wishes to submit a grant application to the Federal Tourism Relief Fund (TRF) to seek funding to support the development of an asset utilization plan (master plan) for the Medicine Lodge Ski Hill. The master plan would further refine a strategic direction and vision, establish objectives, engage the public and consider other interests in the hill to help define the long-term planning for the site. Medicine Lodge Ski Club would lead that planning effort, with the support of CAEP, The Town of Bentley, and Lacombe Tourism. A professional consultant would be hired to facilitate

discussions among stakeholders, articulate a strategic plan and vision, understand the existing and potential utilization of assets, and provide recommendations for future recreational development of the hill.

The TRF supports tourism businesses and organizations to adapt their operations to meet public health requirements while investing in products and services to facilitate future growth. With a budget of \$500 million over two years (ending March 31, 2023) this fund will position Canada as a destination of choice as domestic and international travel rebounds by:

- Empowering tourism businesses to create new or enhance existing tourism experiences and products to attract more local and domestic visitors; and
- Helping the sector reposition itself to welcome international visitors by providing the best Canadian tourism experiences we have to offer the world

Eligible activities (TRF projects will focus on):

- Product development: For example, projects that enhance tourism experiences; help businesses adapt to the “new normal,” to modernize their offerings; and encourage the adoption of more environmentally sustainable and inclusive practices.
- Destination development: For example, projects that position communities to take advantage of post-pandemic opportunities through strategic planning for medium to long term investments, as well as supporting destination development prospects in line with the objectives set out in the Federal Tourism Growth Strategy

Risk Mitigation

- The project will have an extremely tight timeline to complete by March 31, 2023
- CAEP will secure and source the consultant by obtaining a quote prior to execution of any agreement, funding will be secured through a successful grant application and a commitment by Town of Bentley to fund the remainder with the potential for additional funding from the County.
- Project team will be comprised of CAEP, Medicine Lodge Ski Club, Executive Director Lacombe Tourism, CAO Town of Bentley
- Regular meetings will be held bi-weekly via zoom to ensure project remains on track
- Consultant will be required to provide bi-weekly project updates and check-ins and will bill monthly with a summary of activities completed and activities remaining along with budget spent and budget remaining
- No scope change will be authorized, unless approved unanimously by the project team

In-Kind Support (approximately \$16,500 between all organization including CAEP, Lacombe Tourism, Medicine Lodge Ski Club and Town of Bentley)

- CAEP, Lacombe Tourism & Medicine Lodge Ski Club along with the Town of Bentley will form a grant management team and project management team. The project will require a time commitment to be engaged, and work collaboratively as a partnership to focus on the long-term benefits to community, region, and the hill. This time commitment will be provided at no charge to the project by each organization.

- Collaborative initiatives such as this increase capacity for tourism delivery, economic development and tourism attraction and provide long term benefits to communities

Financial Support

- Non-repayable contributions up to \$100,000 for up to 50% of eligible costs; or
 - Fully repayable contributions up to \$500,000 for up to 75% of eligible costs.
- Non-profit organizations and Indigenous entities (non-generating profits) will be eligible for non-repayable contributions.

For more information, please see the website at <https://www.canada.ca/en/atlantic-canada-opportunities/campaigns/covid19/tourism-relief-fund.html>

The grant application to be submitted to TRF would be for a maximum project amount of \$100,000 to complete the master planning for the club and the hill. Therefore, funding from TRF would be up to a maximum of \$50,000 requiring a contribution of \$50,000 to be funded by other means.

It is administration's recommendation that the Town of Bentley support the application to TRF and commit up to a maximum amount of funding of \$50,000 to support the application and enable it to move forward. In addition, the Town will ask Lacombe County through a presentation to their council in January for 50% of the funding contribution or \$25,000 to offset the cost.

ADMINISTRATIVE RECOMMENDATION

THAT Mayor and Council authorize the CAO to write a letter of support for the Grant application to be submitted by Medicine Lodge Ski Club and CAEP; AND

THAT Mayor and Council approve a maximum contribution of up to \$50,000 to fund the remaining amount required to complete the master plan to be funded from reserves; AND

THAT the CAO be directed to request 50% of the funding of the \$50,000 from Lacombe County to offset the costs of completing the plan.

ATTACHMENTS:

- 1) Medicine Lodge Ski Club Letter of Support
- 2) Lacombe Tourism Letter of Support

Marc Fortais, CAO

Medicine Lodge Ski Club
President: Ross Moore
Box 1104 Bentley AB T0C 0J0

October 21, 2022

Central Alberta Economic Partnership
Attn: Kimberley Worthington
Executive Director
Unit 201 – 4920 51 St
Red Deer AB T4N 6K8

RE: Letter of Support Tourism Relief Fund Grant Application

Dear Ms. Worthington

The Medicine Lodge Ski Club has been in operations since the 1950's and was incorporated in 1962. The club has successfully operated a ski hill at the location for many years. The hill is fully run by volunteers and there is an active volunteer ski patrol on the hill at all times during winter operations. Food and Beveridge is also available during the operating hours and there is a fully stocked rental shop for equipment rentals. The club also provides youth employment and offers its volunteers a sense of purpose and community, as well as an opportunity to work together as a team to create something special for the public.

We are writing to you today with excitement regarding the future of the hill and club. It has become evident to us over the past year, that there needs to be more rigor placed on long term strategic planning for the hill. Central Alberta Economic Partnership (CAEP) has helped to confirm this through your recent Tourism Opportunity Assessment of existing and potential tourism assets within central Alberta. This assessment confirms that there is "potential strong tourism growth as a hill and in diversification and expansion into other seasons." It also indicates that there is strong potential to continue to grow the site for skiing, building on what it has been doing for more than 60 years.

The Medicine Lodge Ski Club realizes this partnership opportunity with CAEP is an opportunity to lead in the development of a comprehensive asset utilization plan (master plan) that will clarify a vision and guide all future efforts/initiatives for the hill. It will provide the necessary foundation to move the Medicine Lodge Ski Hill into the future and identify opportunities for future partnerships and multi-sport recreation that will continue to preserve the uniqueness of the hill.

Our club will dedicate the necessary time and resources, "in-kind," to partner with CAEP, Lacombe Tourism and the Town of Bentley to create a plan that respects the residents who live in proximity to the hill, supports our neighbouring communities such as Bentley, looks to the future to create a recreation destination that is sustainable and considers multiple activities, and is respectful of the significance and long-term history of the area.

We look forward to working on this project collaboratively with our partners, and we appreciate CAEP's efforts in submitting the grant application to TRF.

Sincerely,



Ross Moore
President Medicine Lodge Ski Club



October 21, 2022

Lacombe Regional Tourism

PO BOX 5882 STN MAIN

Lacombe AB

T4L 1X4

RE: Federal Tourism Relief Fund Application – Medicine Lodge Ski Lodge

To whom it may concern

The Lacombe Regional Tourism Association supports the ask of Town of Bentley Administration to support the development of a master plan for the Medicine Lodge Ski Hill by leveraging Town funds through the Tourism Relief Fund.

The creation of a master plan will support the need for responsible destination development in the region that encourages more visitation to the area and will increase regional destination capacity to meet the future demand of short haul travel markets.

In Central Alberta, the Tourism Industry measured over \$920,000 of expenditure in 2017 and employed more than 68,000 people. By encouraging the responsible development of Medicine Lodge Ski Hill, the local area will see growth in visitor expenditure in their communities, job creation, construction of supporting industries and growth of services that add to a greater quality of life.

Our organization looks forward to continuing to support the future planning and development of the Medicine Lodge Ski Hill as it encourages the growth of future visitation to the Lacombe Region.

Sincerely

Austin Weaver

Executive Director, Lacombe Regional Tourism Association



Agenda Date: October 25, 2022

Agenda Item: Town of Bentley Branding

SUMMARY AND BACKGROUND

The Town of Bentley is located 20 minutes west of Lacombe and 20 minutes north of Sylvan Lake in the breathtaking Blindman Valley. A pastoral and picturesque community with many essential services, a rich history and unmistakable neighbourly charm. and continues to offer that small town charm with a keen sense of community and a rich history. Bentley truly is a one-of-a-kind model small town. Its geographical location offers easy access to all amenities, major transportation routes, and viable Red Deer Economic Region.

On April 22, 2022, RFP QU 20221 closed for branding and website services. Administration received a total of 12 submissions, showing significant interest from proponents to work with the community to develop a unique brand for the Town of Bentley.

On May 10, 2022, Mayor, and Council authorized town administration to award the contract for the branding project and new website design to Unfussy — a local Alberta “brand-first” marketing firm located in Fort Saskatchewan. Unfussy is a collective of brand strategists and creative consultants who have combined their efforts and expertise over the past decade to conceptualize and generate international award-winning destination, tourism, and economic development brands, creative projects, and marketing communications campaigns for many communities in both Alberta and BC. <https://www.unfussybrands.com/about-us/>

Since the award of the contract to Unfussy, administration has been working with Mayor and Council and Unfussy to gain a better understanding of the community and its target audiences (including existing and potential residents, visitors, and investors) to guide brand development. Steps taken included:

- 1) **Situational analysis** – Assessing the current situation from a business, brand, and marketing perspective (focusing on place / destination tourism, and economic development goals). This included the consideration of such questions as: Where is the community now, what do we have in place, who are we competing with, who are our target audiences, what strengths and opportunities can we take advantage of what weaknesses do we need to overcome, and what are our external threats.
- 2) **Education, Investigation and Research** – As brands are locally owned, they live or die based on the passion of the community to pursue it. Mayor and Council, Unfussy and Administration created an internal working group, comprised of members of the community to contribute significantly to the development of concepts and ideas, and to provide validation of the central components needed for the branding process.
- 3) **Strategic Direction Confirmation** – Understanding where we want to be, where we are going as a community with ambitious horizons, and how we can compete effectively in today’s market. Themes began to emerge through significant research and analysis, and insight was gained from

speaking with the community through surveys, online communications, and various discovery sessions and dialogue with the working group, administration, and Mayor and Council.

Through this process, the core values of the Town's brand began to take shape and definition — including articulation of its brand promise, which is the experience residents, visitors and businesses can expect when they interact with our community, and the experience we want to create in forging a development path forward.

A community brand cannot be developed in the absence of direction or purpose for the future. For a brand to be successful there needs to be a well thought out marketing strategy at its core and a well-articulated platform at its base. At this stage, the marketing team begins to strategize about what residents, community leaders and stakeholders have told them. From this target markets are identified; strategies can be developed to help realize ambitions. Additionally, research is conducted on competitors, and we begin to look at geographical, demographical, psychographic profiling to identify and understand “existing” and potential target markets and opportunities for successful communication and online community building. Key messages and themes begin to be formulated and included in the brand language that will communicate the Town of Bentley's values, spirit, and distinctiveness during the visualization state of brand development

The Brand platform establishes a solid foundation for effective marketing. It should clearly:

- Articulate meaningful community differentiators, values and beliefs and key marketing messages
- Solidify economic and community development direction
- Establish a focused set of authentic, impactful messages that ‘bridge the gap’ between marketing objectives and the needs /motivators / ‘pain points’ of key target audiences
- Clarify / solidify positioning within the competitive landscape and in the minds of existing / potential audiences
- Aim to nullify the potential negatives (if any) of existing internal / external brand perception
- Illuminate community brand pillars, brand promise and core value propositions
- Establish the vital elements of a story we can tell across any communications medium, providing a rich resource from which to draw for all future marketing and communications initiatives
- Establish creative concepts that can be used across any medium
- Eliminates the need to compete on location and “quality” of services / attractions / features etc. alone

Only after all the above steps have been taken can the conceptual thought lead to targeted communications, visualization and bold design that conveys core values and authentic representation of what makes Bentley unique and relevant and creates resonating impression to all audiences, including residents, investors, developers, tourists, etc.

CURRENT STATUS

Stakeholder Engagement and Feedback

Stakeholder engagement was undertaken in the community and included the formation of a working group with representation from a broad demographic of Bentley's population. Twenty members of the Bentley community were invited to participate in the working group and included: students, school representation, business owners, industrial business owners, members of not-for-profit organizations, seniors, residents, and volunteers. Most working group members participated in the live/online sessions to share ideas, thoughts, and participate in online polling through the discussion. A workbook was also circulated and working group members were encouraged to complete and submit their comments. Mayor and Council also participated in a focused working session with Unfussy to provide direct input into the strategic direction for

the brand. In addition, a survey was also launched and went live at the end of June 2022 and remained open until August 31, 2022.

Summary of Engagement Responses

- 8 workbooks submitted; 49 surveys completed
- 14 comments received to Facebook questions
- Multiple brand discovery sessions with members of the working group
- Strategic direction, branding engagement sessions and discussions with Mayor and Council
- Feedback and multiple meetings with administration regarding strategic direction, current state, and brand development
- On site reconnaissance – multiple visits to Bentley by the consultant Unfussy
- Online research to find what is out there about Bentley

Visual Identity – Brand – What did we find (Attachment #1 – Power Point Branding)

On Living in Bentley

- No negative viewpoints except lack of children/youth amenities, however perceptions are limiting from a marketing perspective in that there was”
 - No mention of land for industrial commercial
 - Little mention of tourism market / no mention of indigenous tourism
 - Little mention of inclusivity, cultural diversity
 - Little mention of affordability
- The school, downtown and unique shops are appreciated
- Farmers Market most appreciated
- Confusion in the sense of: Are we an independent community or bedroom community?

Strategic Direction

- Target young families for residential growth
- Target local and external independently owned business and entrepreneurs
- Larger industry attraction
- Tourism attraction
- Housing innovation providing options for young people, families, and seniors
- Job Creation via South Area Structure Plan

Top Strategic Assets

- Location (15 min access to Hwy 2, Red Deer Economic Region, Proximity to Lakes)
- Affordability (housing choice, cost of living, cost of business)
- Land Availability (future commercial/industrial development)
- Water Quality and Quantity (recent water studies completed)
- Lifestyle Factors (small community feel, quaint, quiet, friendly, charming, safe, peaceful, connected, fun)

Bentley’s Strategic Messaging / sentiment includes

- Retire 10 years earlier

- Buy a home at 25 instead of 35
- Enable your entrepreneurial vision
- Leave money in your pocketbook to do what you love
- All season recreation
- Raise a family better / build a business better
- Feel more connected to your neighbors
- Central Alberta's Cool Downtown
- Be "All in" on Ag "We will be the Red Deer Region's dinner table as an agri-food investment hub"
- "We are an affordable, family friendly community that has enhanced its quaint charm"
- "Small town vibe with a modern twist"

What We Think

The Town of Bentley is met with a difficult conundrum: Who and how can we attract to the community when we ourselves are unsure as to who and what we are?

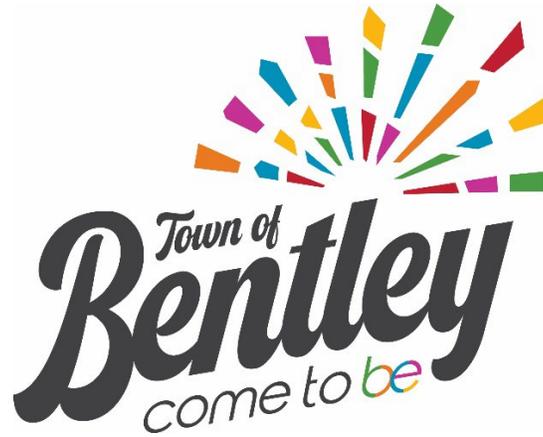
Both prized and dismissed for its small-town status, Bentley is recognized (or not) as either an undiscovered gem or the precious jewel of the Blindman Valley. With stagnant growth and an aging population, it would seem that potential residents, visitors, and investors are lost due to the assumption that the Town – while quaint and charming – is at best little more than a sleepy bedroom community for the bustling Red Deer Region or a tranquil homestead for good-natured, yet slower paced country folk and retirees. Only those truly 'in the know' realize that Bentley has so much more to offer than just its remarkable Farmer's market...once you pull back the homespun quilt to reveal the 'magic' hidden beneath – even if the essence of the magic can't quite be so easily seen or defined...Until one changes their perspective that is, to understand that the combination of Bentley's setting as an ideally located, picture-perfect 'model' small town and stature as a place of affordability and recreational and business opportunity, allows for a unique experiential offering as a model small town reimagined; not defined by its yesterdays, but shaped and guided by them toward an exciting future of big potential, promise and prosperity.

In this sense then, the Town of Bentley is both small and large. Old worlds overlapping new worlds like an interactive, kinetic art form; an ideal rural setting for all people, all colours and all lifestyles to exist. Bentley is like a child's kaleidoscope: Rich with history, yet humble in design. Simple, until you engage with it and experience its true form and function unfolding before you with fascination and wonder. Roughly translated, the word kaleidoscope means beautiful form watcher, but words simply cease to be when looking deeper into the community's unique value propositions: The harmonic fusion of old and new...historic and contemporary...youth and seniors...traditions and attractions. The means through which to responsibly and affordably raise a new family or new business while surrounded by boundless personal, professional, and recreational opportunities...A richness of time and clarity to allow the creative mind and spirit to run wild and free – to be a trailblazer – without ever having to lift your gaze or uproot your life.

The uniqueness of being, and the ability to simply **Be...**

The embodiment and embrace of a word so deceptively simple that it exists at the beginning of our name hidden in plain sight.

This is Bentley's magic. This is Bentley's promise. And This is Bentley's Brand.



A modern imagining of wholesome small-town living represented with traditional, handwritten flourish and a kaleidoscopic burst of bold, vibrant colour to symbolize the shifting patterns of happiness and opportunity to be had in Bentley. A fusion of both old and new, historic, and contemporary. A clean and modern, lowercase tagline not only representational of a place for all people, all colours, all lifestyles to come to be... but one compelling enough to be used as a rallying cry and call to action for all audiences.

Working Group Feedback at Logo Reveal

The working group participants saw themselves and their personal values and beliefs through differing, interesting perspectives, and interpretations of the logo: some saw a kaleidoscopic pattern, others saw a bursting sunrise, or an Indigenous headdress, or a rainbow indicating inclusivity and acceptance of all lifestyles, and that this is a good thing. A welcoming thing. Bentley is a magical place, and we should encourage deeper introspection and discussion toward the meaning of that magic. We want to encourage interest and excitement. We want traditional expectations to be shattered, we want pride of ownership, and we want to be talked about and remembered as the place to be for the perfect fusion of past and future and as the model small town reimagined to live a larger, more wholesome, and more rewarding life of vibrancy and fulfilment.

For further graphics, description, and details, please refer to the PowerPoint (Attachment #1) This will provide clarity of how this concept can be marketed and can represent Bentley's Brand Promise

ADMINISTRATIVE RECOMMENDATION

THAT Mayor and Council approve the Bentley brand and graphics as presented and as shown in the attached Power Point – Branding; AND

THAT Mayor and Council authorize the CAO to continue to work with Unfussy to finalize the development of the marketing strategy and associated marketing collateral to be used to promote Bentley's new brand; AND

THAT upon completion of the marketing strategy and associated marketing collateral to be used to promote Bentley's new brand, that the CAO will bring a report back to Mayor and Council summarizing the marketing strategy.

ATTACHMENTS:

- 1) Power Point - Branding

Marc Fortais, CAO

Town of Bentley

Brand Reveal - Oct 2022

Our Brand is:

- More than just a logo
- Not a do or do not proposition
- The pursuit of happiness for our residents, visitors and investors
- Bentley's beating heart... And the answer to Why we matter as a community
- Driven by the notion that we must first Connect before we can Direct

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Our Engagement Consisted of:

- 8 Workbook submissions
- 49 Community Survey responses
- 14 Comments to Facebook questions
- Multiple brand discovery sessions with a diverse Community Working Group of 12 residents / community leaders
 - Positive responses - brand reveal met with excitement & emotion -
“This is us now and this is what we can become” and
“This reminded me of why I came here / opened a business here”
- Strategic direction, branding engagement sessions, and discussions with Mayor and Council
- On site reconnaissance
- Online excursions

What We Know...

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On Strategic Direction for Bentley Brand Building:

Based on Strategic Reports, Bentley is:

- Known as a typical, yet picture-perfect small town to outsiders
- Felt as having much more to offer by insiders (recreation)
- Comprised of an older demographic (lower ratio of millennials and families with children)

Bentley has a desire / potential for:

- The targeting of young families for residential growth
- The targeting of local and external independently-owned businesses and entrepreneurs for investment / job creation
- Mixed use zoning and downtown revitalization / expansion
- More unique shops
- More agri and craft food and drink enablement
- Entrepreneur enablement (co-work, pop-ups, food trucks, smaller spaces)
- More amenities and activities
- Commuter attraction
- **Tourism / Indigenous Tourism attraction**
- The promotion of internal/residential pride and vibrancy through: **Housing innovation** that provides options for young people, families, and seniors; **Job creation** (via South Area Structure Plan completion, generation of a development business model, and water/land as a key agri-food value proposition); **Focused beautification initiatives**

Bentley's top strategic assets are:

- **Its Location** (15 min access to Hwy 2, Red Deer economic region, Proximity to lakes)
- **Its Affordability** (housing choice / cost of living / cost of business)
- **Its Land Availability** (Potential annexation for future industrial/commercial development)
- **Its Water quantity and quality:** (A good feature/advantage for future industrial / agri-food developments)
- **Its Lifestyle Factors:** small community feel, quaint, quiet, friendly, charming, safe, peaceful, connected, fun

Bentley's strategic messaging / sentiment includes:

- Retire 10 years earlier
- Buy a home at 25 instead of 35
- Enable your entrepreneurial vision
- Leave money in your pocketbook to do what you love
- All season recreation
- Raise a family better / Build a business better
- Feel more connected to your neighbours
- Central Alberta's Cool Downtown
- Be "All In" on Ag: "We will be the Red Deer Region's dinner table as an agri-food investment hub"
- "We are an affordable, family friendly community that has enhanced its quaint charm"
- "Small town vibe with a modern twist"

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What We Found...

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On Living in/Moving to Small Towns:

As per the Vancouver School of Economics and McGill University's paper on the geography of well-being in Canada:

- Happiness in Canada is found in wide open spaces
- The happiest places feature fewer people per square mile, shorter commute times (even by just 5 minutes), and **less expensive housing**
- The happiest people spend less than 30% of their income on housing
- The happiest people are more likely to feel a “sense of belonging” in their communities
- It may seem contradictory that greater happiness is correlated with both lower population density (implying fewer interpersonal interactions) and a greater sense of “belonging” in one's community (implying stronger social connections), but research shows that having a strong social network is key to well-being, with studies indicating that **small towns are more conducive than cities to forming strong social bonds**
- Even more surprising are the factors that don't appear to play a major role in happiness: average income levels and rates of unemployment and education. **People may move to cities for good-paying jobs, but it's not making them any happier**
- People seek good schools, affordability, a nearby airport for business travel, culture, an entrepreneurial “vibe”, easy access to the outdoors, and a family friendly environment

- Happiness is not derived from attaining outward signals of success (bigger and better in order to “keep up with the Joneses”), but rather **seeking satisfaction from new and novel experiences in pursuit of a life well-lived**
- Small towns enable happiness with fewer distractions, which allows for **more space and time to focus on what matters:**
- Simple everyday moments
- Fewer expenses
- More time
- More nature
- **More connection (finding “your people” is everything)**
- **The intimacy of a small town fosters connection**
- Research shows that having a small number of tight, meaningful relationships is one of the highest predictors of happiness
- **There needs to be a focus on community spirit and on the richness of experiences over things**
- Studies have shown that buying an object can quickly lead to buyer's remorse, where investing in experiences leads to greater happiness. Experiences create “happiness residue,” and our perceptions of them often get better over time
- University of California studies show that **planning for new experiences brings more pleasure than planning to buy new things**, and that people “think about future experiences in more abstract ways that can make them seem more significant and more gratifying.” In other words, **our anticipation of an experience may be idealized, but it creates happiness nonetheless**

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On Living in Bentley: A Matter of Perspective

As per the AreaVibes Livability Score (calculated out of 100)

- Livability: 62 (unique algorithm/dozens of characteristics)
- Amenities: F
- **Cost of Living: A+ (16% lower than AB)**
- Crime: F (on par with AB average, 50% higher than CDN)
small crimes likely due to lack of amenity options
- Employment: C+ (household income is 30% lower than AB)
- **Housing: D+ (home value is 49% lower than AB)**
BUT more affordable...
- Schools: C+ (HS graduation rate is 4% lower than B)
- #267 ranked city in Alberta, 3,136 ranked city in Canada (ranks better than 35% of areas)

As per Testimonials / Brand Workbooks / Community Survey /
Additional Research: Why live in Bentley?

- "The cutest little town you ever did see"
- Model quaint, pastoral landscape community
- "Not just a dot on the map"
- Quiet / peaceful
- Small town charm
- Family friendly
- Location / proximity to major urban centres
- Jewel of the Blindman Valley / Hidden gem
- "Something" Magical About It

- Picturesque / beautiful / Views of the Medicine Hills
- Physical diversity of land
- **Amenity is diverse and extensive** (things to do in all 4 seasons)
- **Not enough amenities**
- "Middle of the lakes" and proximity to Gull Lake is differentiating in central/southern Alberta
- Ski hill development / Walking and biking trails
- **Downtown is appreciated. Unique shops, school, and farmer's market most appreciated**
- Teachers take the time to know your kids
- People get to know you
- Generational
- Familiar faces (running into old friends or meeting new ones)
- Community rallies together
- Great local/craft food choices

The Bentley Conundrum:

- **NO negative viewpoints (save for lack of children/youth amenities), yet overwhelmingly LIMITING...**
- **No mention of land for industrial / commercial**
- **Little mention of Tourism (market) / no mention of Indigenous tourism**
- **Although welcoming, little mention of inclusivity / cultural diversity**
- **Little mention of affordability (cost of living / business)**
- **Independent Community or Bedroom Community?**

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What We See...

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On “Main Competitor” Branding



Sylvan Lake

- Lakeside activity / recreation driven
- Key industry sectors are tourism, professional scientific technical services, manufacturing, and oil and gas
- Diverse arts & culture community

Lacombe

- Historical spaces, culinary delights, natural beauty, recreation
- Family friendly, diverse arts & culture community

Blackfalds

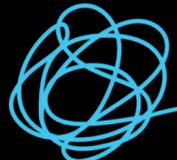
- Rural-feeling lifestyle

Red Deer

- “Our promise is real balance”
- “We work hard and make living easy. Our attitude is all in”
- Inclusive, active community with a reputation for entrepreneurialism and innovation
- Centred and connected (to each other / to Calgary / Edmonton)
- Claims to maintain a small town feel in this connectivity (but realistically this is only true in its status as a small city, compared to the larger centres of Alberta)

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What We Think...

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The Town of Bentley is met with a difficult conundrum: Who and how can we attract to the community when we ourselves are unsure as to who and what we are?

Both prized and dismissed for its small town status, Bentley is recognized (or not) as either an undiscovered gem or the precious jewel of the Blindman Valley. With stagnant growth and an aging population, it would seem that potential residents, visitors and investors are lost due to the assumption that the Town — while quaint and charming — is at best little more than a sleepy bedroom community for the bustling Red Deer Region or a tranquil homestead for good-natured, yet slower-paced country folk and retirees. Only those truly 'in the know' realize that Bentley has so much more to offer than just its remarkable Farmer's Market...once you pull back the homespun quilt to reveal the 'magic' hidden beneath — even if the essence of that magic can't quite be so easily seen or defined...Until one changes their perspective that is, to understand that the combination of Bentley's setting as an ideally located, picture-perfect 'model' small town and stature as a place of affordability and recreational and business opportunity, allows for a unique experiential offering as the model small town reimaged; not defined by its yesterdays, but shaped and guided by them toward an exciting future of big potential, promise, and prosperity.

In this sense then, the Town of Bentley is both small and large. Old worlds overlapping new worlds like an interactive, kinetic art form; an ideal rural setting for all people, all colours, and all lifestyles to exist.

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Bentley is like a child's kaleidoscope: Rich with history, yet humble in design. Simple at first glance, until you engage with it and experience its true form and function unfolding before you with fascination and wonder. Roughly translated, the word kaleidoscope means beautiful form watcher, but words simply cease to be when looking deeper into the community's unique value propositions: The harmonic fusion of old and new...historic and contemporary...youth and seniors...traditions and attractions. The means through which to responsibly and affordably raise a new family or new business while surrounded by boundless personal, professional and recreational opportunities... A richness of time and clarity to allow the creative mind and spirit to run wild and free—to be a trailblazer—without ever having to lift your gaze or uproot your life.

The uniqueness of being, and the ability to simply Be...

The embodiment and embrace of a word so deceptively simple that it literally exists at the beginning of our name, hidden in plain sight.

This is Bentley's magic. This is Bentley's promise. And this is Bentley's brand.

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What We Feel...
The Bentley Brand Story

The Brand Story captures the essence of the brand - the beating heart - of the community.

While not intended as directly usable content, it can be used to create key messaging and calls to action while establishing voice, tone and inspiration for creative direction in all current and future marketing communications.

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TOWN OF BENTLEY – TO BE A BRAND STORY... THERE IS NO QUESTION.

Be.

A deceptively simple word, just two letters, and yet it rolls off the tongue or onto the page like a beautiful, shimmering kaleidoscope of ever unfolding potential and promise. Be more or just be. Be better or just be yourself; whether used as command or suggestion, is there any other word capable of holding so much tinder in the voice that spoke it, or spark in the imagination that took it to heart? A small word. Only two simple letters...Yet truth be told, size and significance most certainly is just a matter of perspective and perception to the eye of the beholder.

Here, in the Town of Bentley, we know this simple, magical, immense word well. Call it serendipitous or mere coincidence, but it's in our name...at the very beginning of it all in fact...hidden in plain sight, like a brilliant, living microcosm of colourful, complex existence and state of being just beneath the crisp, clean sheets and bedskirts of a model small town along the prairies of central Alberta.

The human condition on the head of a pin.

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Fold back the cozy, handcrafted quilt from its homespun, pastoral setting and look beyond the calming picturesque landscape with its perfectly symmetrical tree-lined streets and perfectly manicured lawns and gardens...past the carefully maintained homesteads and well-preserved heritage storefronts, and see a tightly knit stomping ground of constantly shifting impressions and opportunities more interactive kinetic art form than sleepy bedroom community for the more bustling Lacombe and Red Deer Regions. Recognized and revered as the cutest, most peaceful and quaint little town you ever did see, the Town of Bentley is an alluring central Alberta commuter attraction and a pleasantly preserved generational destination to be sure, but much more than that, we are a modern reimagining of wholesome living, where for most, living whole means living large. Be here and you'll quickly come to believe in the fact that while our yesterdays do not define us, they do help shape and steer us to become the people and the places we are meant to be: Resourceful and determined, aspiring and enterprising, welcoming and open-minded, animated and fun, and most definitely, undeniably, proudly, one-of-a-kind.

Look deeper into the local coffee house and see not just an easy-going, eclectic alternative to the impersonal pomp and vanity chains of big caffeine, but a gathering spot to simply sit and sip and laugh with old friends and new faces on your own terms...without a prerequisite understanding of pretentious beverage terminology or the hurrying need to quickly grab a cup and a box of donuts on the taxiing go to far too early practices elsewhere...

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Step into the lively local watering hole and gaze past the usual suspects of revellers to marvel at the happily unexpected pairing of leather-worn, done-it-all biker and time-worn, seen-it-all senior as they connect and click with a boisterous toast and clink of their glasses in spirited declaration of independence and togetherness.

A repeating, familiar pattern verging on the spiritual. A true kaleidoscopic life of vividly hued, lifestyle-defining moments worth basking in — be it surrounded by friendly, like-minded, good-natured folk for short times or long times, but always good times, on the sunbaked sandy shore of Gull Lake, off the beaten path to explore dusty back roads and thriving fields and farmlands exploding with colour and variety, in the healing, soul-enriching shadows of the sacred Medicine Hills giving way to the snowcapped backdrop of the Rockies as they deepen to stoic silhouettes under a dancing arrangement of stars. From blazing sunrise to the hypnotizing embers of sunset, behold the Town of Bentley, where 'in the know' residents, 'in the now' visitors, and 'in the means' investors alike can feel free to chew up the scenery. Behold the Town of Bentley where all can feel free.

Depending on your vantage point, the Town of Bentley is either an undiscovered gem or the precious jewel of the Blindman Valley. With convenient access to major urban centres, essential amenities, and provincial attractions, and a no limit approach to all season, heart-pounding recreational adventure, or to a simple state of serene stillness, the Town of Bentley is not a dot on the map, but a checkmark off the bucket list.

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Where big city living often cultivates a life of sensory overload, constant motion, and distraction devoid of opportunities for introspection, we are rich with time and clarity...allowing the creative mind and spirit to run wild and free without ever having to lift your gaze or uproot your life. The ability to contemplate and consider longer, reach for our dreams and hobbies quicker, buy a new home or launch a new business sooner, and retire with comfort earlier.

A twist of the kaleidoscope reveals no angles — just the most economical and sustainable cost of living options within the Highway 2 corridor. Housing choice and affordability give rise to all ages ownership, growing families, and cultural diversity; supported by safe streets, warm smiles, and a school system that cares to take the time to get to know its students. Much more than just all inclusive and family friendly, we're family first for the sustainable future of our community.

Another roll of the lens displays effective and ambitious mixed use planning, stylish downtown revitalization and expansion, and advantageously low business and operating costs to incentivize and enable entrepreneurial vision and job creation on any scale. Convenient proximity to major transportation routes and an abundant quantity and diversity of land, water, and utility services for future industrial and commercial development use paves the way for us to be seen as all in on agricultural investment.

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A further twist and turn and another template for opportunity and community prosperity. Look again to see stunning Main Street's charming rural architecture holding both essential and whimsical shops and pop ups, critical personal and professional services, and unique finds. Again, to gape in wide eyed astonishment at the prime selection of beefy, raw power exhibited during the annual Bentley Fair, Rodeo and Car Show...drawing enthralled spectators of all ages with impressive displays of wild and flashy pedal to the metal, grab the bull by the horns bravado and blistering action. Another turn of the kaleidoscope — this time to witness the best in artisan creations, craft food and beverage production, and farm to table freshness as showcased in the bustling Bentley Farmer's Market, where indulgence can be seen as a cherished regional pastime rivalling such diverse and extensive local recreational activities as swimming and boating, skiing, hiking, and trail and mountain biking.

Ever unfolding, ever beautiful patterns of connectivity and community, affordability, opportunity, and prosperity. A progressive foot forward led by traditional values in pursuit of utopian views as seen through a kaleidoscope...

The meeting, merging, and harmonious co-existence of old and new faces, heritage places and contemporary spaces; friends and neighbours, youth and seniors, exteriors and interiors.

unfussy 

Take another look, because this is the Bentley we know can come to be, for all who choose to gain new perspective and focus on the things that matter most.

The things that take our words away and allow us to simply be in the moment.

For those looking to be a part of something smaller, yet so much larger, we need be in view — as a fascinating place of vibrant new beginnings and uniqueness of being.

A place to truly belong.

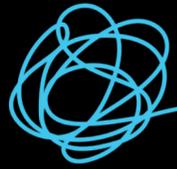
A place to become.

To those longing for more—and less—we can say with wholehearted confidence, “We’ll be seeing you” and “Be ready for boundless possibilities”... Because this is the simply magical Town of Bentley.

The place to be.

unfussy 

What We Envision...

unfussy 



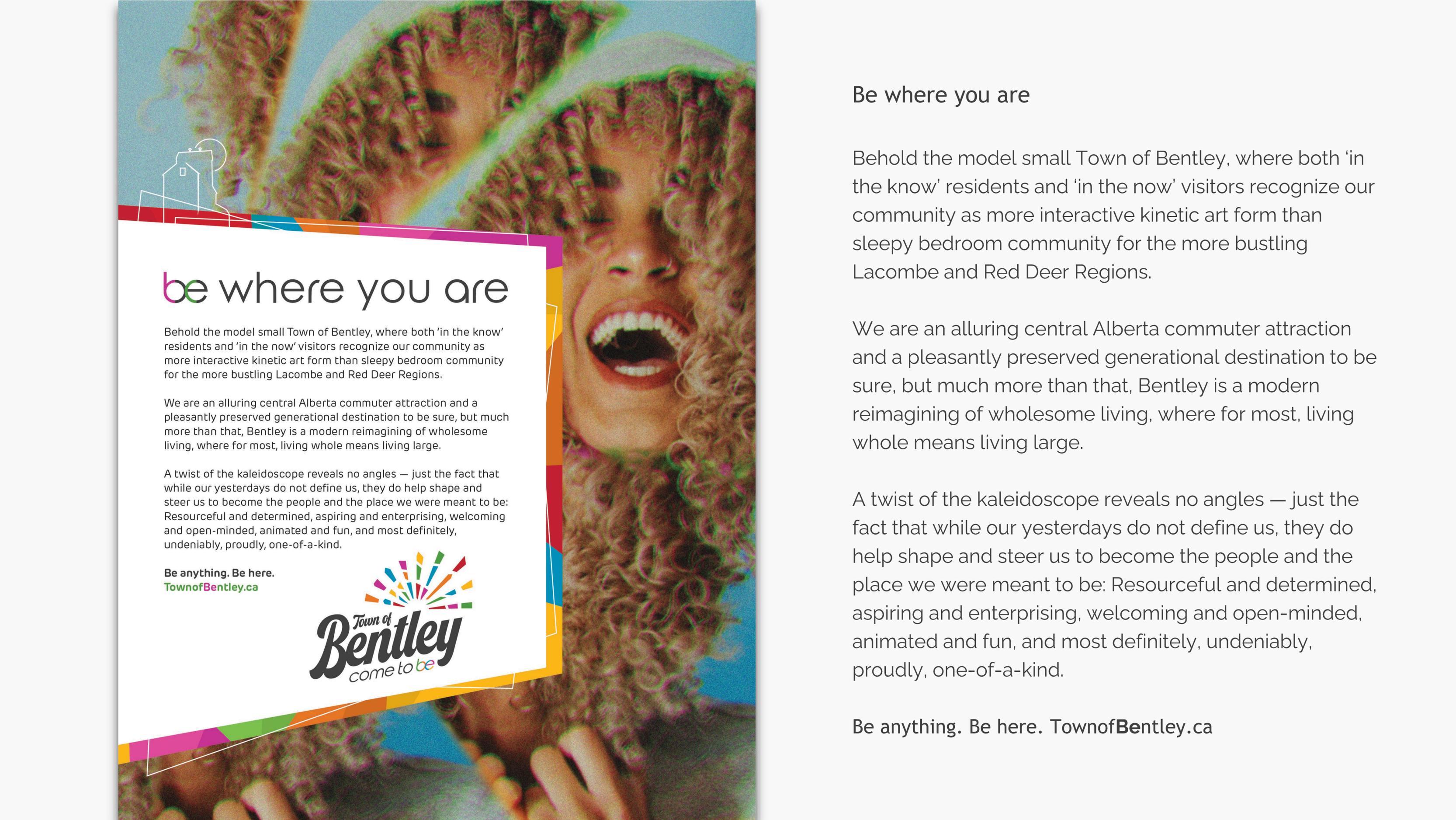


Town of
Bentley
come to be

What We Show...

unfussy





be where you are

Behold the model small Town of Bentley, where both 'in the know' residents and 'in the now' visitors recognize our community as more interactive kinetic art form than sleepy bedroom community for the more bustling Lacombe and Red Deer Regions.

We are an alluring central Alberta commuter attraction and a pleasantly preserved generational destination to be sure, but much more than that, Bentley is a modern reimagining of wholesome living, where for most, living whole means living large.

A twist of the kaleidoscope reveals no angles — just the fact that while our yesterdays do not define us, they do help shape and steer us to become the people and the place we were meant to be: Resourceful and determined, aspiring and enterprising, welcoming and open-minded, animated and fun, and most definitely, undeniably, proudly, one-of-a-kind.

Be anything. Be here.
TownofBentley.ca



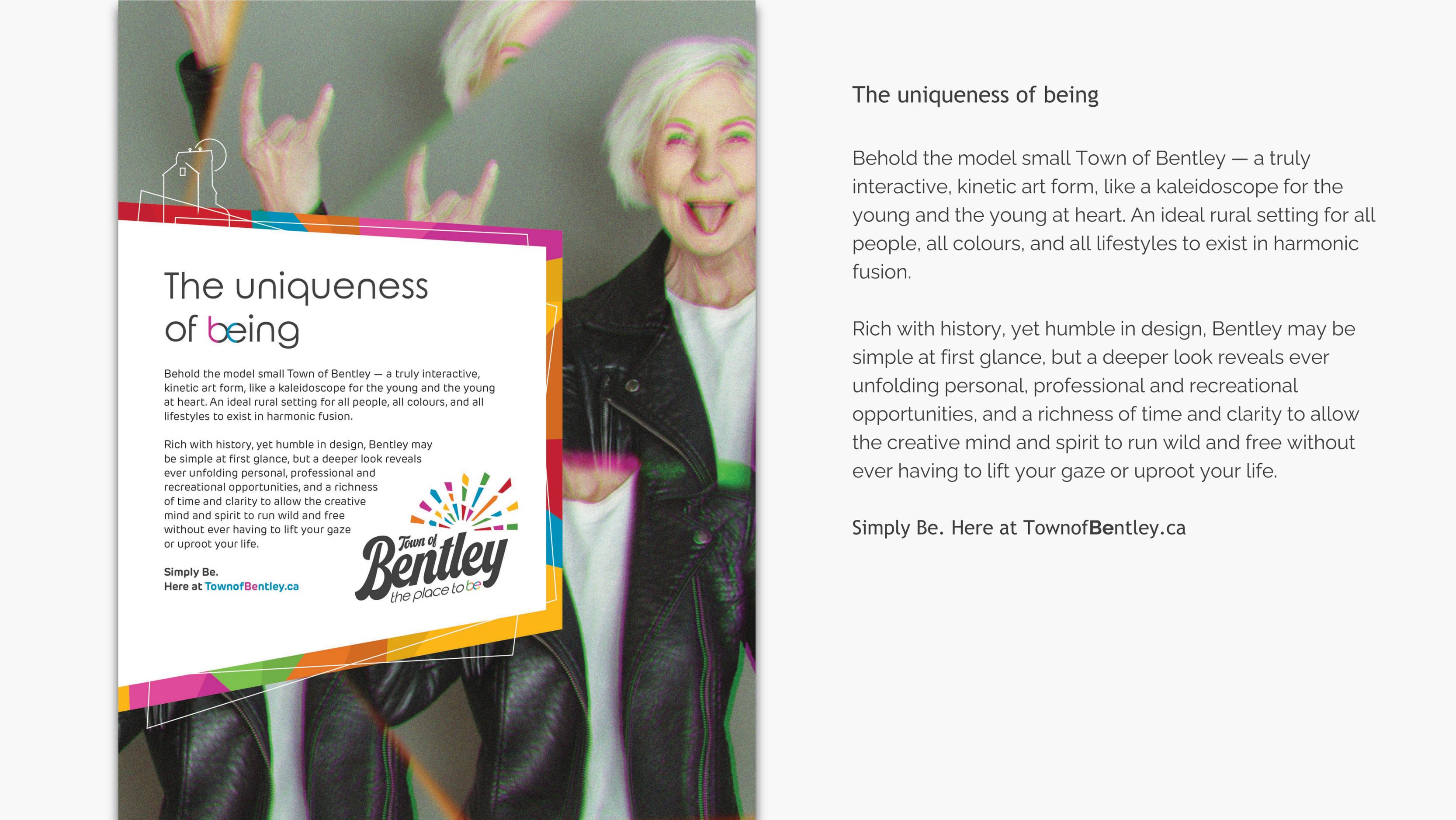
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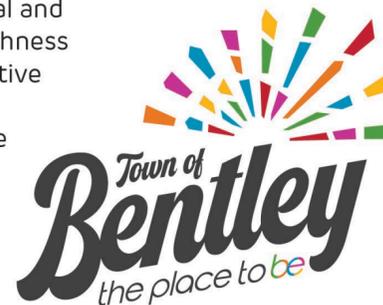


The uniqueness of being

Behold the model small Town of Bentley — a truly interactive, kinetic art form, like a kaleidoscope for the young and the young at heart. An ideal rural setting for all people, all colours, and all lifestyles to exist in harmonic fusion.

Rich with history, yet humble in design, Bentley may be simple at first glance, but a deeper look reveals ever unfolding personal, professional and recreational opportunities, and a richness of time and clarity to allow the creative mind and spirit to run wild and free without ever having to lift your gaze or uproot your life.

Simply Be.
Here at TownofBentley.ca

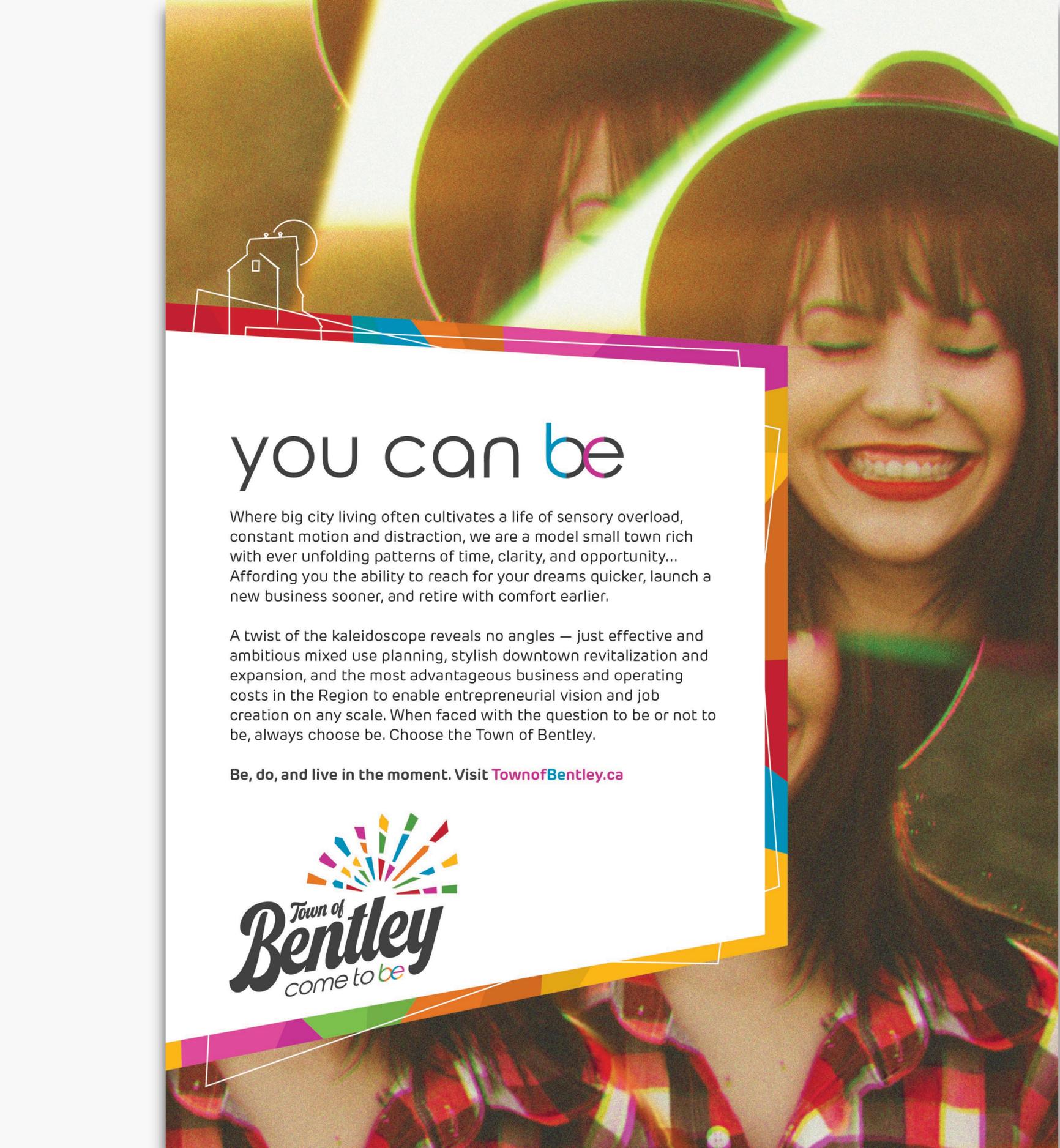


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Simply Be. Here at TownofBentley.ca



you can be

Where big city living often cultivates a life of sensory overload, constant motion and distraction, we are a model small town rich with ever unfolding patterns of time, clarity, and opportunity... Affording you the ability to reach for your dreams quicker, launch a new business sooner, and retire with comfort earlier.

A twist of the kaleidoscope reveals no angles — just effective and ambitious mixed use planning, stylish downtown revitalization and expansion, and the most advantageous business and operating costs in the Region to enable entrepreneurial vision and job creation on any scale. When faced with the question to be or not to be, always choose be. Choose the Town of Bentley.

Be, do, and live in the moment. Visit TownofBentley.ca

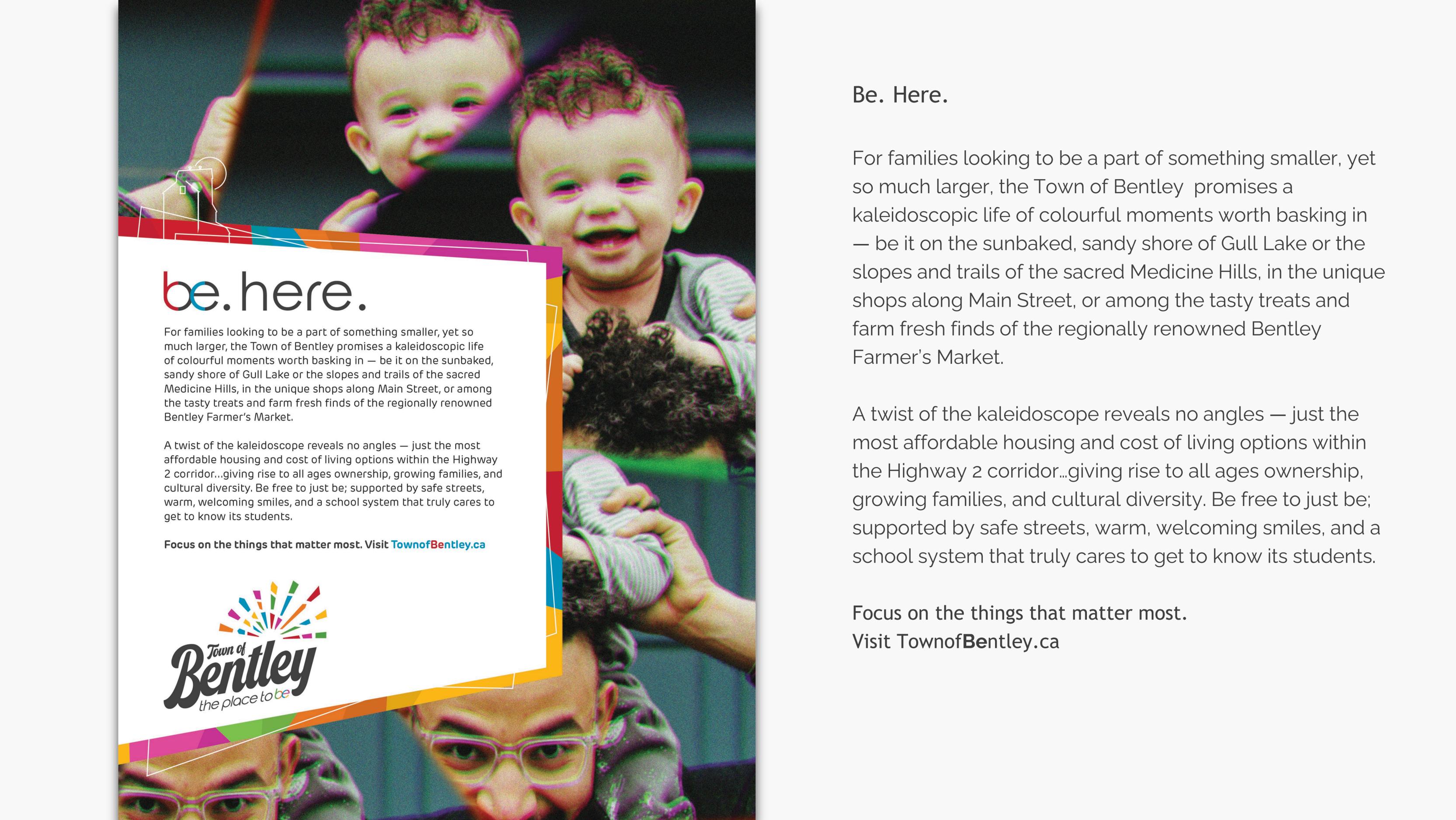


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be. here.

For families looking to be a part of something smaller, yet so much larger, the Town of Bentley promises a kaleidoscopic life of colourful moments worth basking in — be it on the sunbaked, sandy shore of Gull Lake or the slopes and trails of the sacred Medicine Hills, in the unique shops along Main Street, or among the tasty treats and farm fresh finds of the regionally renowned Bentley Farmer's Market.

A twist of the kaleidoscope reveals no angles — just the most affordable housing and cost of living options within the Highway 2 corridor...giving rise to all ages ownership, growing families, and cultural diversity. Be free to just be; supported by safe streets, warm, welcoming smiles, and a school system that truly cares to get to know its students.

Focus on the things that matter most. Visit TownofBentley.ca

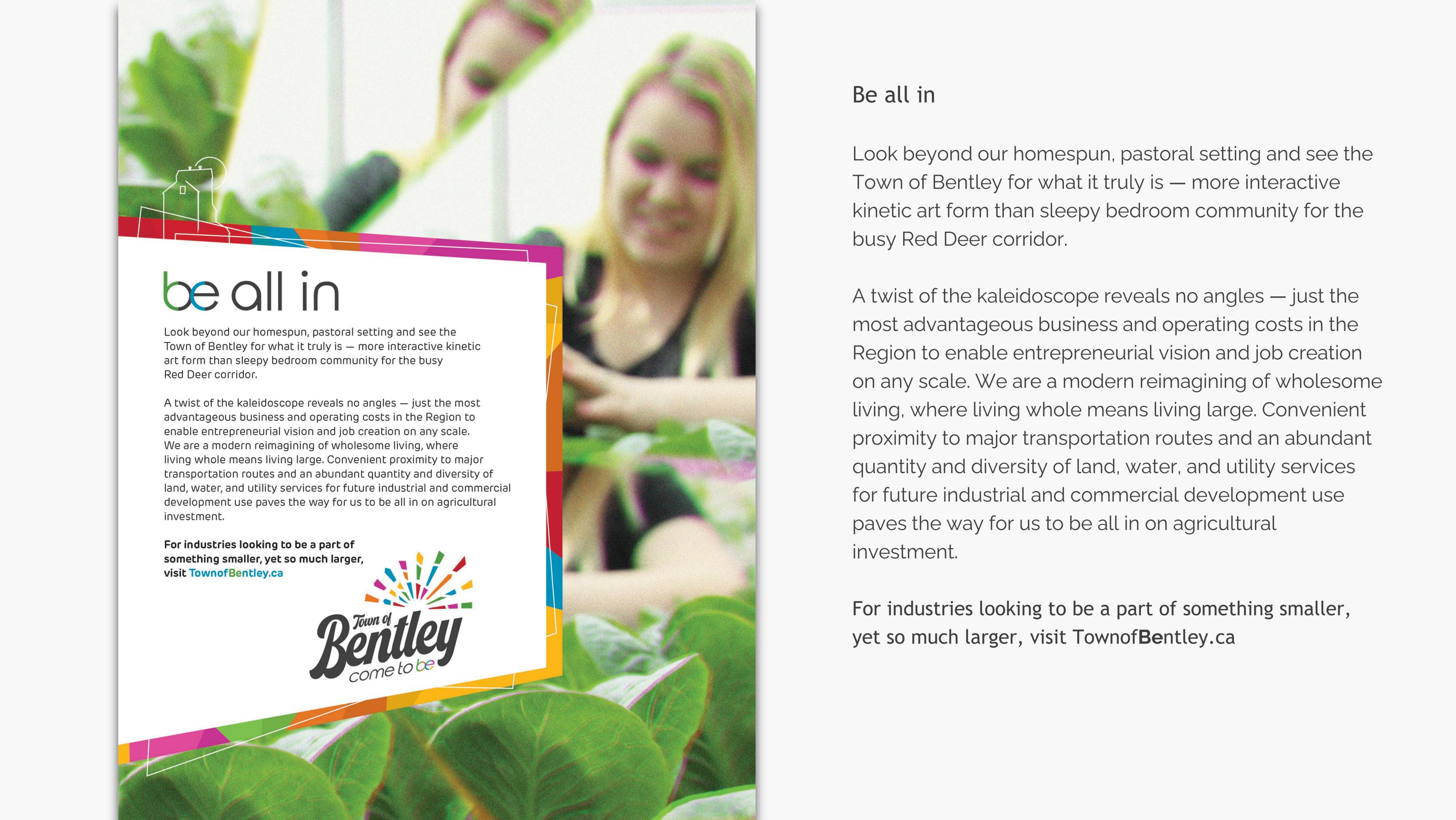


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Focus on the things that matter most.
Visit TownofBentley.ca

A woman with blonde hair, wearing a black top, is smiling and working in a greenhouse. She is surrounded by large green leafy plants. The background is slightly blurred, showing more of the greenhouse structure and other plants. The overall scene is bright and vibrant, suggesting a healthy and active agricultural environment.

be all in

Look beyond our homespun, pastoral setting and see the Town of Bentley for what it truly is — more interactive kinetic art form than sleepy bedroom community for the busy Red Deer corridor.

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For industries looking to be a part of something smaller, yet so much larger, visit TownofBentley.ca

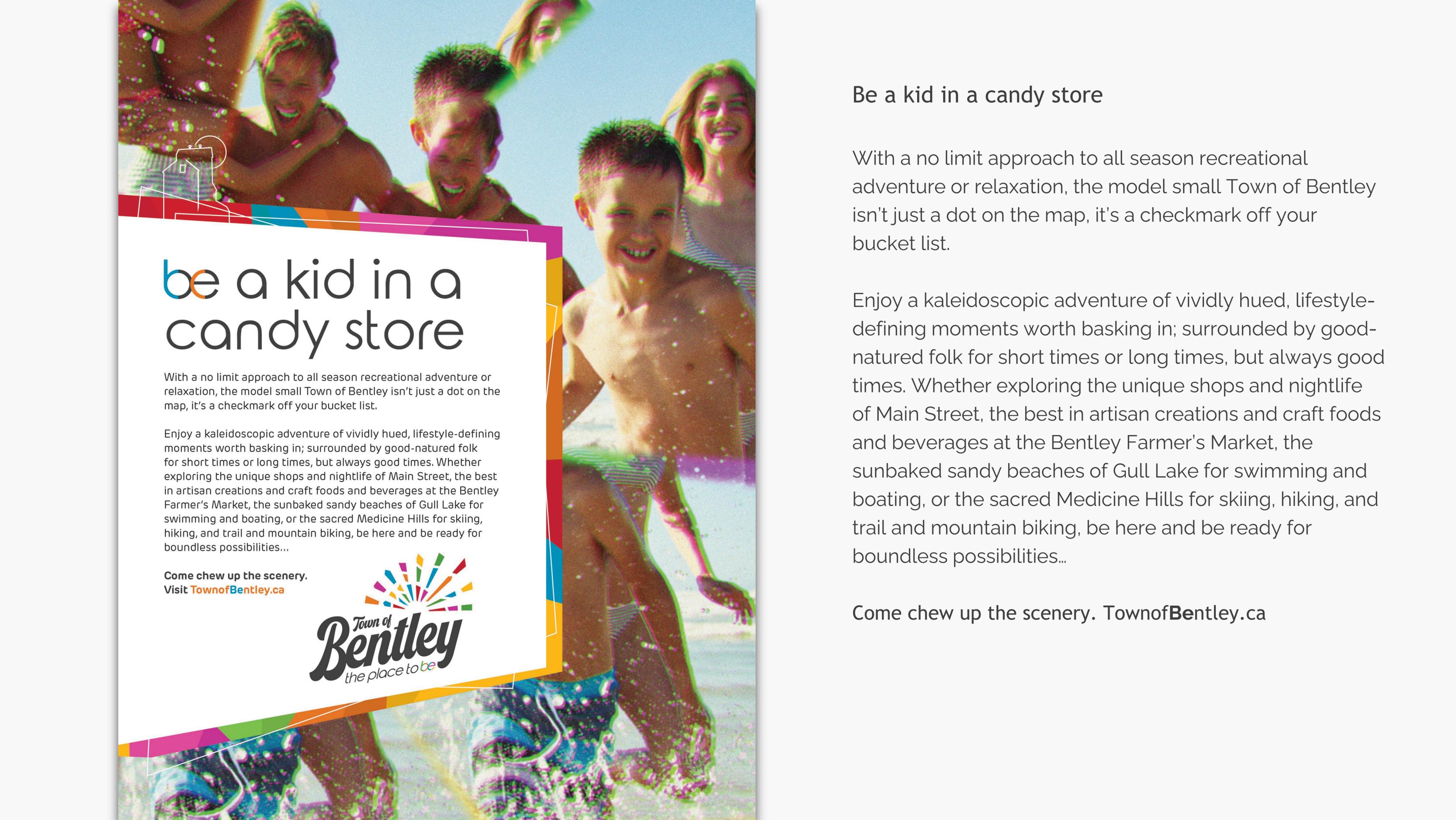


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be a kid in a candy store

With a no limit approach to all season recreational adventure or relaxation, the model small Town of Bentley isn't just a dot on the map, it's a checkmark off your bucket list.

Enjoy a kaleidoscopic adventure of vividly hued, lifestyle-defining moments worth basking in; surrounded by good-natured folk for short times or long times, but always good times. Whether exploring the unique shops and nightlife of Main Street, the best in artisan creations and craft foods and beverages at the Bentley Farmer's Market, the sunbaked sandy beaches of Gull Lake for swimming and boating, or the sacred Medicine Hills for skiing, hiking, and trail and mountain biking, be here and be ready for boundless possibilities...

Come chew up the scenery.
Visit TownofBentley.ca



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Come chew up the scenery. TownofBentley.ca

be kind





be mindful



unfussybrands.com

unfussy  



Agenda Date: **October 25, 2022**

Agenda Item: **New Business:**
2022 Tax Sale properties in continuous arrears – Revised Reserve Bids

LEGISLATIVE REQUIREMENT/AUTHORITY

Pursuant to the Municipal Government Act (MGA) Division 8 – Recovery of Taxes Related to Land

- 418 (1) Each municipality must offer for sale at a public auction any parcel of land shown on its tax arrears list if the tax arrears are not paid.
- (2) Unless subsection (4) applies, the public auction must be held in the period beginning on the date referred to in section 417(2)(a) and ending on March 31 of the year immediately following that date
- 419 The Council must set
- (a) For each parcel of land to be offered for sale at a public auction, a reserve bid that is as close as reasonably possible to the market value of the parcel, and
- (b) Any conditions that apply to the sale

SUMMARY AND BACKGROUND

In accordance with the Municipal Government Act, a municipality must annually prepare a tax sale list showing the parcels of land on which there are tax arrears for more than one year as of a date of March 31. Further to this, any parcel of land that was in arrears as of March 31, 2021, and continues to remain in arrears on March 31, 2022, must be offered for sale at a public auction, between April 1, 2022, and March 31, 2023.

On August 23, 2022, at the regular meeting of Mayor and Council the following was approved:

- **reserve bids (Attachment #1)** for the tax sale properties
- **terms and conditions (Attachment #2)** of the 2022 Tax Sale to occur on November 10, 2022, at 2:00pm in Council Chambers at the Town of Bentley Office located at 4918 50th Ave, Bentley Alberta.

Subsequent to the previous council meeting, some properties listed have now paid the outstanding taxes and have been removed from the updated list. Also, it was confirmed that several of the properties listed had buried foundations within them. These buried foundations will impact the market value of those properties, and as such, the Town of Bentley has revised the reserve bids as per the advertisement shown in **(Attachment #3 – Notice of Public Sale of Land)**.

The 2022 public auction continues to be scheduled as previously indicated on **Thursday November 10, 2022, at 2:00pm in the Municipal Council Chambers**. A formal notification has been advertised

in accordance with the requirements of section 421(1) of the MGA, which included advertising in the Alberta Gazette, which occurred on Thursday September 15, 2022.

The notice of public land sale will also be advertised in the Lacombe Express on Tuesday October 25, 2022, and in the Rimbey Review on Thursday October 27, 2022.

Property owners have been notified on many occasions and in accordance with the legislated requirements for notification of pending tax sale for unpaid arrears taxes. In compliance with section 417 of the MGA, the registrar (Land Titles) sent notices prior to August 1, 2021, to all registered property owners and caveat holders regarding tax notification, specifically stating that if tax arrears are not paid before March 31, 2022, the municipality must offer the parcel for sale at public auction.

The Town of Bentley also contracted to TAXervice which continued to provide correspondence to the property owners and caveat holders from March 2021 to April 2022 continuing to advise them of the pending auction if arrears are not paid in full.

Administration is seeking approval of the revised reserve bids as shown in the notice of public land sale (**Attachment #3**). These revised reserve bids reflect the market value of the properties with consideration for the costs associated to removing the buried foundations that exist in 4 of them.

RATIONALE FOR RECOMMENDATION

- Reserve Bids for 4 properties have been amended to remove the cost associated to removing the buried foundations as per quotes obtained by the Town of Bentley.
- It was confirmed by Wild Rose Assessment (The Town's assessor) that the assessed values utilized to determine the initial reserve bids, did not reflect the cost of removal of the buried foundations as the assessor was unaware, they were there. It was also confirmed that market value would be the assessed value, less the costs to remove the foundations.

BUDGET AND FINANCIAL CONSIDERATIONS

Total Outstanding Tax Balances for all listed property is: \$46,999.84

Amounts paid to TAXervice to manage these accounts is: \$5,019.00

RECOMMENDATION

THAT Mayor and Council hereby amend the reserve bids for the tax sale properties as presented and shown in notice of public land sale (**attachment #3**) to reflect the cost of the removal of buried foundations confirmed to be in 4 of the properties.

ATTACHMENTS

- 1) Tax Arrears List and Reserve Bids
- 2) Terms and Conditions of Sale
- 3) Notice of Public Land Sale (with revised Reserve Bids)

Marc Fortais, CAO

TOWN OF BENTLEY

2022 PUBLIC AUCTION – RESERVE BIDS

The Town of Bentley Administration has provided TAXervice with the following assessed values for properties currently being offered for sale at the 2022 Public Auction. “Market Value” is the price arrived at between a willing, well-informed buyer and a willing, well-informed seller. Unless there is reason to believe the assessed values do not represent market value, we recommend using the assessed values as the reserve bids.

LAND PROPERTIES			
Roll	Civic Address	Legal Description	Market Value
340000	4721 49 AVENUE	PLAN RN32, BLOCK 6, LOT 4,5	\$160,560.00
2719000	5616 48A STREET CLOSE	PLAN 1521374, BLOCK 1, LOT 20	\$45,860.00
2720000	5618 48A STREET CLOSE	PLAN 1521374, BLOCK 1, LOT 21	\$58,860.00
2736000	4812 55 AVENUE	PLAN 1521374, BLOCK 2, LOT 2	\$50,040.00
2739000	4813 56 AVENUE	PLAN 1521374, BLOCK 2, LOT 5	\$50,040.00
DMH PROPERTIES			
Roll	Civic Address	Serial Number/Make/Year	Market Value
9007000	7 LAKE TRAIL ESTATES	5885/PARAMOUNT/1974	\$24,040.00

2022 - Public Auction – Terms and Conditions

1. Any parcel of land offered for sale may be redeemed by payment of all arrears, penalties and costs by guaranteed funds at any time until the property is declared sold.
2. Each parcel of land offered for sale will be subject to a reserve bid and title will be subject to the reservations and conditions contained in the existing certificate of title.
3. The lands are being offered for sale on an “as is, where is” basis, and the municipality makes no representation and gives no warranty whatsoever as to the state of the parcel nor its suitability for any intended use by the successful bidder.
4. The auctioneer, councillors, the chief administrative officer and the designated officers and employees of the municipality must not bid or buy any parcel of land offered for sale, unless directed by the municipality to do so on behalf of the municipality.
5. The purchaser of the property will be responsible for property taxes and utilities for the current year. There will be no adjustment to the date of sale.
6. The purchaser will be required to execute a sale agreement in form and substance provided by the municipality.
7. The successful purchaser must, at the time of sale, make payment in cash, certified cheque or bank draft payable to the municipality as follows:
 - a. The full purchase price if it is \$10,000 or less; OR
 - b. If the purchase price is greater than \$10,000, the purchaser must provide a non-refundable deposit in the amount of \$10,000 and the balance of the purchase price must be paid within 20 days of the sale.
(if the certified cheque or bank draft exceeds the final purchase price, the excess will be refunded within a reasonable time)
8. GST will be collected on all properties subject to GST.
9. The risk of the property lies with the purchaser immediately following the auction.
10. The purchaser is responsible for obtaining vacant possession.
11. The purchaser will be responsible for registration of the transfer including registration fees.
12. If no offer is received on a property or if the reserve bid is not met, the property cannot be sold at the public auction.
13. The municipality may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.
14. Once the property is declared sold at public auction, the previous owner has no further right to pay the tax arrears.

Public Sale of Land
(Municipal Government Act)
Town of Bentley

Notice is hereby given that, under the provisions of the Municipal Government Act, the Town of Bentley will offer for sale, by public auction, in the Town Office, 4918 - 50th Avenue, Bentley, Alberta on Thursday November 10, 2022, at 2:00 p.m., the following parcels:

Land Parcels

Roll No	Lot	Block	Plan	C of T	Reserve Bid
340000	4,5	6	RN32	072 285 155	\$160,560.00
2719000	20	1	1521374	172 051 242	\$41,360.00
2720000	21	1	1521374	162 241 881	\$54,360.00
2736000	2	2	1521374	172 193 164	\$45,540.00
2739000	5	2	1521374	152 086 193 +37	\$45,540.00

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Dated at Bentley, Alberta, August 23, 2022.

Managed by: TAXervice

Marc Fortais, *Chief Administrative Officer*
Town of Bentley



Agenda Date: **October 25, 2022**

Agenda Item: **New Business:**
Audit Services 3-year term (2022 to 2024)

RECOMMENDATION

THAT Mayor and Council authorize the Chief Administrative Officer to award RFP QU 20223 – Audit Services – Multi Year (2022 to 2024) to RSM Alberta LLP for financial auditing services in accordance with Generally Accepted Accounting Principles and as required by the Municipal Government Act Section 276 to 283.

SUMMARY AND BACKGROUND

The Town of Bentley has utilized the services of RSM Alberta LLP for many years to conduct the financial audit of the Town. The performance of RSM Alberta LLP has been exceptional, however, it was requested at the beginning of 2022 by members of council that administration consider issuing a competitive process for the audit services contract. The intent of this competitive process was to test the market to ensure that the Town of Bentley and its residents were receiving value for the financial audit professional services.

On September 21, 2022, Town of Bentley Administration issued RFP QU 20223 (Attachment #1) by invitation to 3 major central Alberta accounting firms that had indicated they wished to receive the RFP and that also confirmed they had the expertise to conduct municipal audits. In addition, another 3 firms were contacted that indicated they either did not have the capacity or did not undertake municipal audits.

Firms had until Friday October 7, 2022, at 3:00pm Mountain time to submit their bids. Upon the closing date of the RFP, the Town of Bentley only received one bid and that was from RSM Alberta LLP. Upon follow up with the other two major firms, it was indicated that a proposal was not submitted due to the significant labour shortage being experienced by professional accounting firms across the country. There was indication from these firms, that other municipalities are also experiencing low responses to RFPs such as this, based on what they have heard to date. Both of the other two accounting firms, indicated that although they were interested in the project, they just did not have the resources to be able to properly staff the audit.

Administration feels, that although we only received one response to the RFP, the bid received is a quality bid and represents a fair price for the services being requested. It is administrations recommendation to proceed with the award to RSM Alberta LLP for audit services for the next 3 years.

RATIONALE FOR RECOMMENDATION

- Administration competitively bid the RFP and we received one response from a qualified firm.

- Indications are that there is a labour shortage of professionally qualified accounting staff, leading to the inability of accounting firms to take on additional work.
- RSM Alberta LLP knows the Town of Bentley, systems, processes, procedures and has provided exceptional services in the past.
- The bid amount proposed by RSM for the next 3 years is in alignment with what they have previously charged and is reasonable in a time with rising costs an inflation.

BUDGET AND FINANCIAL CONSIDERATIONS

Audit December 31, 2022, to 2024

\$33,000 per year includes consolidated financial statements, report to management and council, issuance of audit report on financial information return, all staff time for pre and post audit meetings, disbursement, travel, and all related fees.

ATTACHMENTS

- 1) RFP QU 20223

Marc Fortais, CAO



TOWN OF BENTLEY

REQUEST FOR PROPOSALS (“RFP”)

FOR

Audit Services – Multi Year

RFP Number QU 20223

(This is not a Tender)

CLOSING DATE:

Friday October 7, 2022
3:00 PM Mountain Time

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- 2.2 Material Disclosures

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APPENDIX A – Form of Agreement

APPENDIX B – Submission Form

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APPENDIX D – Reference Form

APPENDIX E - RFP Particulars

- A. The Deliverables
- B. Rated Evaluation Criteria
- C. Submission Requirements

APPENDIX F – Supporting Documents, ***submitted as attachments to the email sent for your invitation to bid***

- A. 2019 Bentley Strategic Plan
- B. 2022 Community Overview
- C. 2021 Financial Statements
- D. 2021 Municipal Affairs Financial Information Return
- E. 2022 2nd Quarter Financial Report

PART 1 – Introduction

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation by the Town of Bentley (the “Municipality”) to prospective proponents to submit proposals for the provision of financial auditing services. Proposals will be accepted from qualifying parties from the date of issue until the stated closing date.

We are seeking the services of a qualified firm with proven experience working with local governments in the provision of auditing services that will perform the service in accordance with :

- Generally accepted auditing standards
- Reporting requirements per the Province of the Alberta Municipal Government Act
- Generally Accepted Accounting Principles for municipal governments as established by the Public Sector Accounting Board
- The project is further described in PART 2 – The Deliverables (the “Deliverables”).

For the purposes of this procurement process, the “Municipality Contact” shall be:

Municipality Contact

Marc Fortais, CAO

Email:

mfortais@townofbentley.ca

Address:

**4918 50th Ave
Box 179, Bentley AB T0C 0J0**

Phone:

403-748-4044

1.2 Type of Contract for Deliverables

The selected proponents will be requested to enter into negotiations for an agreement with the Municipality for the provision of the Deliverables in the form attached as Appendix A to this RFP. It is the Municipality’s intention to enter into an agreement with only one (1) legal entity. **The term of the agreement is to be for three consecutive years of audit services. It is anticipated that the agreement will be executed by no later than October 21, 2022.**

The Town of Bentley may conduct a vendor performance evaluation on any contract. A contractor receiving an unacceptable score will be requested to attend a meeting (in person or by phone) with a Town of Bentley representative to develop corrective actions or plans agreeable to both sides. Any unresolved performance issues may result in contract termination

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

The Municipality makes no guarantee as to the value or volume of the Deliverables. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Municipality may contract with others for

deliverables of the same as or similar to the Deliverables or may obtain the same as or similar to the Deliverables internally.

1.4 Trade Agreements

Proponents should note that procurements that fall within the scope of and are subject to all applicable Trade Agreements, including but not limited to Chapter 5 of the Canadian Free Trade Agreement, the New West Partnership Agreement must abide by those agreements, however the rights and obligations of the parties will be governed by the specific terms of this RFP.

(End of Part 1)

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

This RFP is an invitation by the Town of Bentley (the “Municipality”) to prospective proponents to submit proposals for the provision of Audit Services, *as further described in Appendix E – RFP Particulars – Section A (The Deliverables)*.

2.2 Material Disclosures

Proponents should refer to Appendix E – RFP Particulars – Section B (Material Disclosures)

(End of Part 2)

PART 3 – EVALUATION OF PROPOSALS

3.1 Timetable and Submission Instructions

Proponents should submit their proposals according to the following timetable and instructions.

3.1.1 Timetable

Issue Date of RFP	September 21, 2022
Deadline for Questions	September 30, 2022 @ 14:00:59 Alberta Time
Deadline for Issuing Addenda	October 4, 2022
Submission Deadline	October 7, 2022 @ 14:00:59 Alberta Time
Rectification Period	Five Business Days

The RFP Timetable is tentative only and may be changed by the Municipality at any time.

3.1.2 Proposals Should Be Submitted in the Prescribed Manner

If proposals are delivered in person or couriered, they should be sealed and be couriered or delivered to:

Attn: CAO Marc Fortais
 QU20223
 4918 50th Ave
 Bentley, AB T0C 0J0

Proponent must choose **one** of the two following options:

1. Proponent must submit four (2) hard copies of its Proposal clearly marked “Original” and one (1) electronic copy. This electronic version will be considered the “copy”. The electronic Proposal must be in PDF format in a single file via USB drive.
2. Proponent must submit one (1) “Original” submission in a single file in PDF format only via email, zip files are rejected by firewall. **QU20223 must be included in the subject line of email.** If this option is selected, the time stamp will be the date and time on which it is received in the mfortais@townofbentley.ca inbox. Please note that email submissions are limited to a single file, no larger than 23MB in size. The Municipality is not responsible for any technical system delays in the electronic delivery of the email submission. No hard copies are required to be submitted with this option. However, it is your responsibility to confirm that it has been received by the Town of Bentley prior to the deadline.

Proposals are to prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Deadline.

The proponent agrees that the Bid will remain open and valid for acceptance period of 30 days after the Closing, or the next regular Business Day of the Municipality if the end of the 30-day period falls on a weekend or holiday, unless extended by written agreement.

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3.1.3 Proposals Should Be Submitted on Time at Prescribed Location

Proposals should be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

A proponent may, at its option, email the Municipality Contact, **at least 3 hours prior** to the Submission Deadline with documented delivery details (i.e., Waybill/ Bill of lading / tracking number etc.), including the anticipated arrival time of its proposal. In the event a proposal does not arrive on or before the Submission Deadline, the Municipality may provide those proponents who have given such prior notice one additional Business Day to affect the delivery of their proposals. The Submission Deadline shall be deemed to be adjusted accordingly for the purpose of accepting those proposals. For the purposes of this Section. "Business Day" means any working day between 8:30am and 4:30pm., Monday to Friday inclusive, but excluding statutory and other holidays which the Municipality has elected to be closed for business.

THE TOWN OF BENTLEY ASSUMES NO RESPONSIBILITY FOR SUCCESSFUL DELIVERY OF PROPOSALS AND EVERY PROPONENT IS ENTIRELY RESPONSIBLE FOR ENSURING SUCCESSFUL DELIVERY OF ITS PROPOSAL.

3.1.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above in 3.1.2. Any amendment should clearly indicate, which part of the proposal the amendment is intended to affect.

3.1.5 Withdrawal of Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect withdrawal, a notice of withdrawal must be sent to the Municipality Contact and must be signed by an authorized representative. The Municipality is under no obligation to return withdrawn proposals.

3.2 Stage of Proposal Evaluation

The Municipality will conduct the evaluation of proposals in the following (3) stages:

3.2.1 Stage 1

Stage 1 will consist of a review to determine which proposals comply with all the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals failing to satisfy the mandatory requirements within the Rectification Period, will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the Municipality issues its rectification notice to the proponent.

3.2.2 Stage 2

Stage 2 will consist of a scoring by the Municipality of each qualified proposal based on the rated criteria.

3.2.3 Stage 3

Stage 3 will consist of a scoring of the pricing submitted. The evaluation of price will be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed.

3.3 Stage 1 – Mandatory Requirements, Submission and Rectification

3.3.1 Submission and Rectification Period

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements may be provided the opportunity within the Rectification Period to rectify any deficiencies.

3.3.2 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

3.3.3 Pricing Form (Appendix C)

Each proponent must include a Pricing Form (Appendix C) completed according to the instructions contained in the form as well as the following instructions:

- (a) Rates must be provided in Canadian Funds, inclusive of all applicable duties and taxes except for GST, which should be itemized separately; and
- (b) Rates quoted by the proponent must be all inclusive and must include all labour and material costs, all freight and carriage costs, all insurance costs, all costs of delivery to the Municipality, all costs of installation and setup, including any pre-delivery inspections charges, and all other overhead, including any fees or other charges required by law.

3.3.4 Reference Form (Appendix D)

Each proponent must complete the Reference form (Appendix D) and include it with its proposal.

3.3.5 Other Mandatory Requirements

- Proof of General Liability Insurance
- Proof of Standard Automobile Insurance
- Proof of Errors and Omissions Insurance
- WCB Clearance Letter

3.3.6 Rectification Period

Proposals satisfying the mandatory requirements during the Rectification Period will proceed to Stage 2. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

3.4 Stage 2 Evaluation of Rated Criteria

Proponents should refer to Appendix E – RFP Particulars – Section C (Rated Criteria) for a breakdown of the Rated Criteria.

3.5 Stage 3 Evaluation of Pricing

Proponents should refer to the Pricing form at Appendix C and Appendix E – RFP Particulars – Section D (Evaluation of Pricing).

3.6 Cumulative Score and Selection of the Highest Scoring Proponent

At the conclusion of Stage 3, all scores from Stage 2 and Stage 3 will be added together and the highest ranked proponent will be selected for negotiations in accordance with Part 4 – Terms and Conditions of the RFP process.

3.7 Tie Score

In the event of a tie score, the selected respondent will be determined at the Municipality's discretion.

(End of Part 3)

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements to the terms as set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, may be disqualified. If a proposal is not disqualified despite such changes or qualifications, the provisions of this RFP, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

4.1.2 Proposals in English

All proposals are to be in English only.

4.1.3 Information in RFP Only an Estimate

The Municipality and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

4.1.4 Proponents Shall Bear Their Own Costs

The proponent must bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

4.2 Communication after Issuance of RFP

4.2.1 Proponents to Review RFP

Proponents must promptly examine all the documents comprising this RFP, and

- (a) must report any errors, omissions, or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the Municipality Contact on or before the deadline for questions. All questions submitted by proponents by email to the Municipality Contact shall be deemed to be received once the email has entered into the Municipality Contact's email inbox. No such communications are to be directed to anyone other than the Municipality Contact.

It is the responsibility of the proponent to seek clarification from the Municipality Contact on any matter it considers to be unclear. The Municipality shall not be responsible for any misunderstanding on the part of a proponent concerning this RFP or its process.

4.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by an addendum in accordance with this section. If the Municipality, for any reason, determines it necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP. Should the Municipality issue any addenda to the RFP, *the changes will be emailed directly to those that have been invited to respond to the RFP*. No other notice will be issued. Respondents are responsible for ensuring that they have received all addenda issued by the Municipality (*if unsure please check with the municipality contact as described in 1.1*).

Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Municipality. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided (if any).

4.2.3 Post Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for issuing addenda, the Municipality may at its discretion extend the Submission Deadline for a reasonable period of time.

4.2.4 Verify, Clarify and Supplement

When evaluating responses, the Municipality may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The Municipality may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

4.2.5 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

4.2.6 Proposal to Be Retained by the Municipality

The Municipality will not return the proposal, or any accompanying documentation submitted by a proponent.

4.3 Negotiations, Notification and Debriefing

4.3.1 Selection of Top Ranked Proponent

The top ranked proponent, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter direct contract negotiations with the Municipality.

4.3.2 Timeframe for Negotiations

The Municipality intends to conclude negotiations with the top ranked proponent within (10) days commencing from the date the Municipality invites the top ranked proponent to enter negotiations. A proponent invited to enter direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

4.3.3 Process Rules for Negotiations

Any negotiations will be subject to process rules contained in this Part 4 – Terms and Conditions of the RFP process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of the Municipality or proponent. Negotiations may include requests by the Municipality for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Municipality for improved pricing from the proponent.

4.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between the Municipality and the selected proponent.

4.3.5 Failure to Enter into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted thirty (10) days, the Municipality, may invite the next best ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of the RFP process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above noted timeframe, the Municipality may elect to initiate concurrent negotiations with the next best ranked proponent. Once the above noted timeframe lapses, the Municipality may discontinue further negotiations with the top ranked proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until the Municipality elects to cancel the RFP process.

4.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiations process. Once an agreement is executed by the Municipality and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

4.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification.

4.3.8 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

4.4 Conflict of Interest and Prohibited Conduct

4.4.1 Conflict of Interest

The Municipality may disqualify a proponent for any conduct, situation, or circumstances, determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form (Appendix B).

4.4.2 Prohibited Proponents Communications

A proponents must not engage in any Conflict-of-Interest communications and should take not of Conflict-of-Interest declaration set out in Submission Form (Appendix B)

4.4.3 Proponents Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining written permission of the Municipality Contact.

4.4.4 No Lobbying

A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

4.4.5 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid rigging, price fixing, bribery, fraud, or collusion. Proponents must not engage in any unethical conduct including lobbying or other inappropriate communications, offering gifts to members of Council, employees, officers or other representatives of the Municipality, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

4.4.6 Parties Adverse Interest

The Municipality may not consider Proposals received from individuals or legal entities engaged in litigation with the Municipality as a party adverse in interest at the time of this RFP. Proposals received from such individuals or legal entities may be rejected.

4.4.7 Past Performance or Inappropriate Conduct

The Municipality may prohibit a supplier from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such
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inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described in section 4.4.5; (b) the refusal of the supplier to honor its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

4.5.1 Confidential Information of Municipality

All information provided by or obtained from the Municipality in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Municipality and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from the Municipality; and
- (d) must be returned by the proponents to the Municipality immediately upon the request of the Municipality.

4.5.2 Confidential Information of the Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplies in confidence for which confidentiality is to be maintained by the Municipality. The confidentiality of such information will be maintained by the Municipality, except as otherwise required by law or by order of a court tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the Municipality's advisors retained for the purpose of evaluating or participating in the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the Municipality Contact.

4.6 Procurement Process Non-binding

4.6.1 Not Contract A and No Claims

The procurement process is not intended to create and shall not create a formally legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty without limitation: (a) this RFP shall not give rise to any Contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor the Municipality shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to award of a contract, failure to award a contract or failure to honor a response to this RFP.

4.6.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the Municipality by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

4.6.3 Non-binding Price Estimates

While pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluations, ranking and contract award.

4.6.4 Disqualification for Misrepresentation

The Municipality may disqualify the proponents or rescind a contract subsequently entered into, if the proponent's response contains misrepresentations or any other inaccurate, misleading, or incomplete information.

The municipality reserves the right to conduct a financial check on a proponent and disqualify any proponent whose financial capacity is not acceptable to the Municipality.

4.6.5 References and Past Performance

The Municipality's evaluation may include information provided by the proponent's references and may also consider the proponents past performance on previous contracts with the Municipality or other institutions.

4.6.6 Cancellation

The Municipality may cancel or amend the RFP process without liability at any time.

4.7 Governing Law and Interpretation

4.7.1 Governing Law

The terms and conditions in this Part 4 – Terms and Conditions of the RFP process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with common law governing direct commercial negotiations); and (c) are to be governed and construed in accordance with the laws of the province of Alberta and federal laws of Canada applicable therein.

The This RFP is an invitation to submit offers for the provision of consulting services to conduct and complete a traffic impact study in relation to the proposed Bentley Southeast Area Structure Plan and as outlined in *Appendix E – RFP Particulars – Section A (The Deliverables)*.

(End of Part 4)

APPENDIX A – FORM OF AGREEMENT

Proponents must clearly indicate, in their Proposals or questions prior to close, any conditions in the Form of Agreement that are not acceptable and provide alternate wording as a basis of negotiation.

Consultant Agreement Sample as shown on the next pages

THIS *AGREEMENT* made this ____ day of _____, 2022

BETWEEN:

THE TOWN OF BENTLEY
(the “*Municipality*”)

and

(the “*Consultant*”)

INTRODUCTION:

WHEREAS THE *Consultant* is in the business of Professional *Services*;

AND WHEREAS the *Municipality* wishes to retain the *Consultant*, to provide the *Services* required by RFP QU20223, as more particularly specified in Appendix “A” hereto in connection with such consulting *Services*;

NOW THEREFORE, the *Municipality* and the *Consultant* mutually covenant and agree as follows:

GC 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this *Agreement*, the following words, and phrases, when italicized, shall have the following meanings:

Agreement means recitals, GC 1 through GC 17 inclusive, and the *Appendices*.

Appendices means Appendix “A” the *Services*, Appendix “B” Terms of Payment and Appendix “C” Attachments.

Business Day means a day other than a Saturday, Sunday, or statutory holiday in the Province of Alberta.

Claim or Claims means, as the case may be, any one or more of the following: *Claims*, demands, losses, costs, liabilities, damages, liens, encumbrances, actions, suits, or

proceedings, whether first *Party* or third *Party*, together with legal costs on a solicitor and own client basis.

Completion means *Completion* of the *Services* and the date on which *Completion* occurs will be determined by the *Municipality* and shall be set out in a *Notice* to the *Consultant* from the *Municipality*.

Confidential Information means all information (including information in writing and transmitted orally, visually or by other means) which one *Party* directly or indirectly, acquires from the other *Party* or through performance of the *Services* (including information regarding the *Services*) or any other information concerning or relating to the Parties, including without limitation its business, affairs, financial position, assets, operations, activities, prospects, trade secrets, technology or technical information, and all *Personal* information as defined in the Freedom of Information and Protection of Privacy Act (Alberta), together with all compilations, notes or other documents prepared by the Parties containing or based upon such information, but shall not include; (a) information which becomes available to the public, other than as a result of disclosure by the other *Party* or its representatives; or (b) information which the *Party* can prove was, at the time of disclosure, already in the possession on a non-confidential and *Lawful* basis.

Consultant means the *Person* who has been retained by the *Municipality* to perform the *Services* and is entity identified as the *Consultant* on the first page of this *Agreement*.

Consultant Fees means the hourly rates charged by the *Consultant* for the performance of the *Services* as set out in Appendix “B.”

Contract Price means the total amount payable by the *Municipality* to the *Consultant* for the timely and proper performance of the *Services* as set out in GC 5 CONTRACT PRICE AND PAYMENT and Appendix “B”, as may be adjusted by a *Notice* issued by the *Municipality* in accordance with GC 7 CHANGES TO BASIC SERVICES AND ADDITIONAL SERVICES.

Contract Time means the time stipulated in the *Scope of Services Documents* as the period between commencement of the *Services* and *Completion* and applicable deadlines for specific deliverables listed in Appendix “A,” as may be adjusted by a *Notice* issued by the *Municipality* in accordance with GC 7 CHANGES TO SERVICES.

Governmental Authority means any federal, provincial, or municipal government, including the *Municipality*, or other administrative, regulatory, or legislative authority, commission, tribunal, or court or any of the respective agencies or departments thereof having jurisdiction over any aspect of *Services*, this *Agreement* or any matters related to them.

GST means the applicable goods and *Services* tax.

Intellectual Property means all discoveries, inventions, know how, improvements, developments, processes, technology, compositions, designs, techniques, methods, industrial designs, prototypes, models, literary work, research, drawings, software, and

trade secrets whether or not capable of patent, industrial design, copyright or trademark protection, or any other type of protection.

Intellectual Property Rights means all rights available at common *Law*, equity, and stature, relating to *Intellectual Property*.

Law means the common *Law* and all applicable decrees, statutes, *Laws*, bylaws, rules, orders, codes, directives, and regulations in effect from time to time and made or issued by any *Governmental Authority* having jurisdiction over any aspect of the *Services*, this *Agreement*, the *Municipality*, the *Consultant*, and the *Sub Consultants*, and includes any applicable replacement, amendment or supplementary legislation and any applicable regulations.

Municipality means the Town of Bentley.

Notice means a *Notice* made in writing and delivered to one of the *Parties* at the address stipulated for, and in the method required for delivery.

Party means one of the parties to this *Agreement* and *Parties* means the *Municipality* and the *Consultant*, collectively, as the case may be.

Person means any one of an individual, partnership, limited liability partnership, limited liability company, corporation, sole proprietorship, trust, unincorporated organization, association, society, or *Governmental Authority*.

Records means the records of the *Consultant* and its *Sub Consultants* relating to this *Agreement* and or the performance of *Services*, and which include, paper and electronic copies, as the case may be, of:

- (i) Original invoices and accounts showing all of the *Consultant Fees* and *Reimbursable Expenses* submitted by the *Consultant*;
- (ii) Supporting documentation for all *Consultant Fees* for hourly projects itemizing the names and positions of all *Personnel*, the hours worked by each, the type of *Services* performed, and the hourly rate charged and for all *Reimbursable Expenses* with copies of all relevant documentation, *Agreements*, and receipts to substantiate same; and
- (iii) Correspondence, minutes of meetings, notes, reports, and all other documentation created or produced in connection with this *Agreement* including information relating to the *Consultant's* compliance with this *Agreement* and use of *Confidential Information*.

Reimbursable Expenses are limited to the expenses shown in Appendix "B" incurred and paid by the *Consultant* and its *Subconsultants* to third parties in the performance of the *Services*, there will be no percentage mark-up of such actual expenditures.

Scope of Services Documents means all of the documents describing the scope of the *Services* to be performed by the *Consultant*, including but not limited to the *Appendices*.

Services means the *Services* and deliverables that the *Municipality* has requested that the *Consultant* perform, as set out in Appendix “A” and in accordance with Appendix “B” and Appendix “C” hereof and includes *Work Product*.

Subconsultant means a *Person* engaged by the *Consultant* in connection with the performance of the *Services* in accordance with this *Agreement*.

Work Product means all documents, data, drawings, sketches, calculations, specifications, models, renderings, drafts, and reports in any medium or electronically prepared by or on behalf of the *Consultant* in the performance of the *Services* and includes all related *Intellectual Property* and *Intellectual Property Rights*.

1.2 Interpretation

1.2.1 Whenever this *Agreement* requires an action to be performed or an obligation to be undertaken, unless otherwise specified, such action or obligation shall be performed in a prompt and commercially reasonable manner by the *Party* taking the action or fulfilling its obligation.

1.2.2 Documents comprising and incorporated into this *Agreement* are complementary, and what is required by anyone shall be binding as if required by all.

1.3 Precedence of Documents for Interpretation

1.3.1 If there is a conflict within the documents that are incorporated herein, the order of priority, from highest to lowest, shall be:

- (a) this *Agreement*
- (b) applicable policies of the *Municipality*
- (c) any other *Scope of Services Documents* not referred to above.

GC 2 GENERAL PROVISIONS

2.1 Performance of the Services

2.1.1 The *Consultant* shall perform the *Services*:

- (a) commencing on _____ day of _____ 2022 and continuously thereafter, or as provided in the *Scope of Services Documents*, until estimated *Completion (Date)* or earlier termination.
- (b) in a professional, highly competent, and safe manner with the degree of care, skill, and diligence which performance meets or exceeds the standards for *Services* and projects of a similar nature in the Province of Alberta;
- (c) in accordance with the requirements of the *Scope of Services Documents* and in a manner consistent with an in all respects within the approved scope, cost, time, and quality parameters stipulated and/or reasonably inferable by the *Scope of Services Documents*;
- (d) for the *Contract Price* and within the *Contract Time*; and
- (e) diligently and in accordance with the terms and conditions of this *Agreement*.

2.1.2 The *Consultant* shall ensure that its performance of the *Services* and the *Work Product* complies with the *Law*.

2.1.3 The *Consultant* shall manage, and be liable for, all *Subconsultants* and the *Services* performed by them.

- 2.1.4 The *Consultant* does not have any exclusive right to perform any *Services* for the *Municipality*.
- 2.1.5 The *Consultant* represents that it is knowledgeable and experienced in the type of work being performed by the *Consultant*. The *Consultant* is being retained by the *Municipality* specifically because of its knowledge and experience.
- 2.1.6 The *Consultant* represents and warrants that it is in compliance with the *Law* relating to the conduct of its business and has obtained and maintained all required approvals, permits business licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations under this *Agreement* and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, business licenses, certificates or authorizations.
- 2.1.7 The *Consultant* shall submit to the *Municipality* regular progress reports, with respect to the *Services* provided by the *Consultant* under this *Agreement*. If the *Municipality*, acting reasonably, deems additional progress reports necessary, the *Municipality* give *Notice* for additional progress reports and the *Consultant* shall supply all additional progress reports requested within five (5) *Business Days* of the *Notice*.
- 2.1.8 The *Municipality* shall make reasonable efforts to furnish the *Consultant* with the necessary information to perform the *Services* which the *Municipality* has available. It shall be the *Consultant's* responsibility to:
- (a) advise the *Municipality* if any further or additional information is required; and
 - (b) obtain and assemble adequate information to permit the *Services and Work Product* to be completed in a proper and expeditious manner as required by and in accordance with *the Scope of Services Documents*.
- 2.1.9 The *Consultant* shall be In and remain in good standing with its constating legislation and licensing authorities, as applicable, while performing the *Services*.

GC 3 REPRESENTATIONS OF THE CONSULTANT

3.1 Representations

- 3.1.1 The *Consultant* represents to the *Municipality* that all reports and invoices rendered to the *Municipality* under this *Agreement* shall accurately reflect all activities and may be relied upon by the *Municipality* as being complete and accurate.
- 3.1.2 The *Consultant* shall conduct its business in accordance with all applicable *Law* to reflect a high standard of ethics in all business transactions.
- 3.1.3 The *Consultant* shall cooperate with the *Municipality* and use the *Consultant's* professional knowledge, efforts, and judgement in furthering the interests of the *Municipality* which includes possessing the necessary skills, competence, resources, including *Personnel*, finances, expertise, and time to completely perform the *Services*.

GC 4 PERFORMANCE OF THE SERVICES

4.1 Subconsultants

- 4.1.1 *Subconsultants* shall not be used for the performance of the *Services* without the prior written consent of the *Municipality*.
- 4.1.2 The *Municipality* may with reasonable cause, at any time during the performance of the *Services*, require by *Notice* to the *Consultant* the replacement of any of the *Subconsultants*, or other *Personnel* assigned to the *Services*. Upon receipt of the

Notice, the *Consultant* will make arrangements to appoint a replacement acceptable to the *Municipality*.

- 4.1.3 The *Consultant* shall be responsible for all *Services* under this *Agreement* even if the *Subconsultants* are approved by the *Municipality*.
- 4.1.4 The *Consultant* shall enter into a written *Agreement*, the terms of which shall be in accordance with this *Agreement*, with each *Subconsultant* approved by the *Municipality* before such *Subconsultant* is eligible to begin performing the *Services*.

GC 5 CONTACT PRICE AND PAYMENT

- 5.1 Subject to only adjustments by a *Notice* issued by the *Municipality*, the parties agree that the *Consultant Fees* payable by the *Municipality* to the *Consultant* for the timely and proper performance of the *Services*, shall not exceed the amounts detailed in Appendix “B”.
- 5.2 Subject to the *Consultant* complying with this *Agreement*, payments shall be made on account of the *Contract Price* upon the prompt and faithful performance of the *Services* to the satisfaction of the *Municipality* in its sole discretion.
- 5.3 Payments for *Reimbursable Expenses* and *Consultant Fees* shall be made monthly upon submittal of the *Consultant’s* invoice together with all related Records, to the *Municipality’s* satisfaction.
- 5.4 An invoice submitted by the *Consultant* under this *Agreement* shall be paid by the *Municipality* within 30 days after approval of the invoice by the *Municipality*, unless the *Consultant* is in default of this *Agreement* or an adjustment or a set-off is made by the *Municipality*.
- 5.5 No payment by the *Municipality* under this *Agreement* shall constitute an acceptance of any portion of the *Services* which is not in accordance with the requirements of this *Agreement*. Nor shall the *Municipality* be required to make payment for *Services* or *Reimbursable Expenses* under this *Agreement* to remedy errors or omissions, including but not limited to, costs associated with redesign or additional time required to complete the *Services* for which, in the opinion of the *Municipality* at its sole discretion, the *Consultant* is responsible.
- 5.6 **Reimbursable Disbursements**
 - 5.6.1 Each *Reimbursable Expense* having a value of \$200.00 or more must be pre-authorized in writing by the *Municipality*, and the *Municipality* may refuse payment for any *Reimbursable Expense* that have not been pre-authorized in writing.
 - 5.6.2 For all *Reimbursable Expenses* that are not charged as a percentage of the *Consultant Fees*, the *Consultant* shall provide to the *Municipality*, as a precondition of payment, all the *Records* relating to such *Reimbursable Expenses*.
- 5.7 **Time Limit for Submitting Claims for Payment**
 - 5.7.1 The *Consultant* must submit all *Claims* for payment or reimbursement to the *Municipality* in accordance with this *Agreement* within two (2) months of *Completion*. Failure by the *Consultant* to submit *Claims* for payment or reimbursement in this period will result in the *Consultant* forfeiting any and all *Claims* to such payment or reimbursement and the *Consultant* shall be deemed to have released the *Municipality* of its obligations to pay the same.

GC 6 TAXES**6.1 The *Consultant* shall be responsible for and pay:**

- 6.1.1 all taxes in relation to the *Services* in compliance with the *Law*; and
 - 6.1.2 the costs of all contributions, assessments, and deductions, including without limitation, those required for professional associations, workers' compensation contributions, employment insurance contributions, employees' income tax deductions, Canada Pension Plan, disability benefits, other benefits not specified, together with all taxes as may be required by *Law*.
- 6.2 All amounts payable by the *Municipality* to the *Consultant* pursuant to this *Agreement* will be exclusive of any *GST* and the *Municipality* will, in addition to any amount payable., pay to the *Consultant* all amounts *GST* applicable thereon.
- 6.3 The *Consultant* shall indemnify and save harmless the *Municipality* from any and all *Claims* which may be made or assessed against the *Municipality* in respect of the taxes for which the *Consultant* is responsible.

GC 7 CHANGES TO BASIC *SERVICES* AND ADDITIONAL *SERVICES***7.1 Changes and Additional *Services***

- 7.1.1 The *Municipality* may make changes to the *Services* performed by the *Consultant*, at any time.
- 7.1.2 The *Consultant* shall not change the *Services* without *Notice* from the *Municipality*.

7.2 Notice of Change

- 7.2.1 When a change to the *Services* is proposed or required, the *Municipality* shall provide a *Notice* proposing the same to the *Consultant*.
- 7.2.2 Promptly after receipt of a *Notice* as set out in GC 7.2.1, the *Consultant* shall present, in a form acceptable to the *Municipality*, a method of proposed adjustment or an amount of proposed adjustment to the *Contract Price*, if any, and the adjustment in *Contract Time*, if any. If no alteration in the *Contract Time* and/or the *Contract Price* is identified by a proposed adjustment, the proposed change to the *Services* will not extend the *Contract Time* or increase the *Contract Price* or entitle the *Consultant* to any additional compensation or damages of any nature whatsoever.
- 7.2.3 The *Municipality* shall make the final determination as to whether any change to the *Services* is to be implemented.
- 7.2.4 When the *Consultant* and the *Municipality* agree to adjustment to the *Contract Price* or the *Contract Time*, or both, a *Notice* signed by the *Municipality* shall be issued revising the *Contract Price* or the *Contract Time*, or both as applicable. The value of *Services* performed as the result of a *Notice* shall be included in the *Consultant's* monthly invoice as a separate line item.
- 7.2.5 All direct and indirect costs and impacts related to or resulting from the implementation of a change to the *Services* shall be deemed to be included in the amount stated in the *Notice* as the sum by which the *Contract Price*, if any, and the *Contract Time*, if any, will be adjusted.
- 7.2.6 The *Municipality* reserves the right to withdraw any *Notice* describing a proposed change to the *Services* without additional compensation to the *Consultant*, if such a withdrawal occurs prior to commencement of performance of the change to the *Services*.

7.2.7 Where during performance of the *Services* in this *Agreement*, the *Consultant* deems it necessary to procure additional goods and/or *Services* as a result of Work not previously included in the Scope of Work or *Agreement*; unless such goods and/or *Services* were previously identified as cash allowance item-(s), it shall, inform the Town of Bentley by means of written request. Upon approval of such requests, the Town of Bentley shall competitively source for all such additional acquisitions.

GC 8 INFORMATION

- 8.1 Ownership of the *Work Product*, including but not limited to, any information, *Records*, or materials, regardless of form, any copyright, patent, industrial design process or trademark acquired or produced by the *Consultant*, or provided by the *Municipality* for use by the *Consultant*, vests solely in the *Municipality*. The *Work Product* is not to be used for other work and is not to be copied or altered in any manner without the prior written authorization of the *Municipality*. The *Consultant* waives all moral rights that it has or may have in the *Work Product* and shall obtain waivers of moral rights from every *Subconsultant* and all of their respective *Personnel* in respect to the *Work Product*.
- 8.2 Subject to any rights, title or interests expressly granted by this *Agreement*, neither *Party* shall acquire any right, title, or interest in or to any *Intellectual Property Rights* of the other *Party*. Notwithstanding the foregoing, to the extent that the *Work Product* incorporates the *Intellectual Property* of the *Consultant*, the *Consultant* shall provide the *Municipality* and any entity Controlled by the *Municipality* with an irrevocable, royalty free, non-transferable license to use same in connection with the *Work Product*.
- 8.3 Upon expiration or earlier termination of this *Agreement*, the *Consultant* shall provide the original copies of the *Work Product*, all *Records*, and any copies of same received, created, or compiled by the *Consultant* in accordance with this *Agreement*, to the *Municipality* at the *Consultant's* sole expense.
- 8.4 The *Municipality* shall, during the term of this *Agreement*, and upon the written request of the *Consultant*, furnish to the *Consultant* such information or records as are in its possession and are reasonably required for the proper performance of the *Services*, and shall, provide such cooperation as is reasonable in order for the *Consultant* to be able to perform the *Services* required pursuant to this *Agreement*.
- 8.5 All *Confidential Information* provided to the receiving *Party* (the "*Recipient*") by the disclosing *Party* (the "*Discloser*") is confidential to the *Recipient*, its employees, directors, officers, legal advisors, auditors and any *Subconsultants* and may not be disclosed to any other *Person* except:
- (a) with the consent of the *Discloser* (which consent may be withheld in the discretion of the *Discloser*);
 - (b) if required by *Law*;
 - (c) in connection with legal proceedings related to this *Agreement*;
 - (d) if the *Recipient* demonstrates the information is generally and publicly available;
 - (e) to an entity *Controlled* by the receiving *Party*, provided such entity undertakes to observe this Section 8.5; or
 - (f) in the case of disclosure to any lender, to any assignee, actual or potential, of such lender;
- but in any situation referred to in clauses (b) and (c) above; (i) the *Recipient* shall provide written *Notice* to the *Discloser* prior to making such disclosure and providing details of the proposed form, nature and purpose of such disclosure so that the *Discloser* may seek a protective order or other remedy or waive compliance with this *Agreement*, and (ii) if a

protective order or other remedy is not obtained or the *Discloser* waives compliance with this *Agreement*, the *Recipient* shall disclose only that portion of *Confidential Information* which is required.

Upon expiration or earlier termination of this *Agreement*, the *Consultant* shall provide all *Confidential Information* and any copies of same received, created, or compiled by the *Consultant* in accordance with this *Agreement* to the *Municipality* at the *Consultant's* sole expense.

- 8.6 The *Consultant* shall not include any reference to the *Municipality*, the *Services*, the *Work Product*, or the existence of this *Agreement* in any advertisement, public announcement or statement, or promotional materials without the prior written consent being obtained from the *Municipality*.

GC 9 FREEDOM OF INFORMATION AND THE PROTECTION OF PRIVACY

- 9.1 Notwithstanding GC 8.3 of this *Agreement* and notwithstanding the termination or expiry of this *Agreement*, the *Consultant* acknowledges that information and records compiled or created under this *Agreement* which are in the custody of the *Consultant* and/or any *Subconsultant* are subject to the **Freedom of Information and Protection of Privacy Act (Alberta)**. If a request is received for any of these records, the *Consultant* shall forward the information and records, at the *Consultant's* expense, to the *Municipality* within five (5) *Business Days of Notice* by the *Municipality*.

GC 10 SUSPENSION OR TERMINATION OF AGREEMENT

10.1 Suspension

- 10.1.1 The *Municipality* may, at any time in the *Municipality's* sole discretion, by *Notice* in writing, suspend the *Services* forthwith or on a date set out in the *Notice of Suspension*.
- 10.1.2 the *Municipality* shall pay all fees, disbursements, or costs currently due to the *Consultant* at the time of suspension of the *Services*, but payment of all other fees, disbursements or costs under this *Agreement* that have yet to accrue shall be suspended for the same time period as the suspension of the *Services*.
- 10.1.3 During any period of suspension, the *Municipality* shall not be responsible for any fees, disbursements, or costs incurred by the *Consultant* unless the *Consultant* receives the prior written approval from the *Municipality*, which may be arbitrarily withheld, before the fees, disbursements, or costs are incurred. In order to receive such approval from the *Municipality*, the *Consultant* will provide such documentation as may be requested by the *Municipality* in support of the *Claim* for fees, disbursements, and costs.
- 10.1.4 Upon a suspension of *Services*, the *Consultant* shall resume and complete the *Services* in accordance with the terms of this *Agreement* upon written *Notice* from the *Municipality*. The *Municipality* shall make an equitable adjustment to terms of this *Agreement* which are affected by the suspension, including time requirements for the *Services*.

10.2 Termination

- 10.2.1 The *Municipality* may terminate this *Agreement* effective immediately by *Notice* the *Consultant*:
- (a) in sole opinion of the *Municipality*, fails to complete the *Services*, or any portion thereof, within the *Contract Time* and/or for the *Contract Price*, or
 - (b) becomes insolvent, or

- (c) commits an act of bankruptcy, or
 - (d) abandons the performance of the *Services*, or
 - (e) assigns this *Agreement* in whole or in part without the required prior written consent, or
 - (f) fails to observe or perform any of the provisions of this *Agreement*, or
 - (g) has any conflict of interest which may, in the opinion of the *Municipality*, have an adverse effect on the *Services*. Such termination shall be effective immediately upon *Notice to the Consultant*.
- 10.2.2 This *Agreement* may be terminated by the *Municipality* for any reason whatsoever upon seven (7) days' *Notice* to the *Consultant*.
- 10.2.3 The *Consultant*, upon termination of this *Agreement* for any of the reasons set out in Section 10.2.1, shall be liable to, and upon demand, shall pay to the *Municipality* an amount equal to all loss or damage suffered, either directly or indirectly, by the *Municipality* as a result of the non-*Completion* of any of the *Services* by the *Consultant*. If the *Consultant* fails to pay the *Municipality* for any such loss or damage on demand, the *Municipality* shall be entitled to deduct the same from any payments due and payable to the *Consultant*, as well as exercise any other remedies available to the *Municipality*.
- 10.2.4 The *Consultant* agrees that termination of the *Services*, or any portion thereof, does not operate so as to relieve or discharge the *Consultant* from any obligation under this *Agreement* or imposed by *Law* in respect to the *Services* or any portion thereof that has been completed.
- 10.2.5 The *Municipality* shall, in the event of termination of this *Agreement*, pay to the *Consultant* all amounts for completed *Services* due to the *Consultant* in accordance with this *Agreement* as well as all reasonable fees, disbursements, or costs incurred up to the date of termination. The *Municipality* shall have no further liability of any nature whatsoever to the *Consultant* for any loss of profit or any other losses suffered, either directly or indirectly, by the *Consultant* as a result of the termination of this *Agreement*.

GC 11 INDEMINITY AND INSURANCE

11.1 Indemnity

The *Consultant* shall at all times and without limitation, be fully liable for, and shall indemnify and save harmless the *Municipality*, its elected officials, insurers, directors and officers, employees, contractors, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, *Claims*, demands, and proceedings, all of whatever nature and kind which any of the *Municipality*, its elected officials, insurers, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or *Claims* or demands made by third parties, relating to, resulting from or arising out of all or any of the following:

- (a) the misconduct, negligent action, or negligent failure to act, as the case may be, of the *Consultant* and/or any of those *Persons* for whom the *Consultant* is responsible at *Law* (including, without limitation, any of its employees or Subcontractors); or
- (b) the costs of repairs, clean-up or restoration paid by the *Municipality* and any fines levied against the *Municipality* or the *Consultant*; or

- (c) third *Party Claims* of infringement of *Intellectual Property Rights* alleged to have occurred
- (d) any breach, violation, or non-performance of any representation, warranty, obligation, covenant, term condition or *Agreement* in this *Agreement* set forth and contained on the part of the *Consultant* to be fulfilled, kept, observed, or performed, as the case may be or
- (e) any damages to third parties, caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action, or failure to act or breach of contract of the *Consultant* and/or any of those *Persons* for whom the *Consultant* is responsible at *Law* (including, without limitation, any of its employees or subcontractors).

The provisions of this Section are in addition to and shall not prejudice any other rights of the *Municipality* at *Law* or in equity. This Section shall survive the termination or expiry of this *Agreement* for any reason whatsoever.

11.2 Insurance

Without in any way limiting the liability of the *Consultant* under this *Agreement*, the *Consultant* shall obtain and maintain in force during the term the following insurance, all satisfactory to the *Municipality*, acting reasonably;

- 11.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least **TWO MILLION (\$2,000,000.00) DOLLARS** inclusive and in respect of any one *Claim* for the injury to or death of one or more *Persons* or damage to or destruction of property. Coverage to include:
 - (a) non-owned automobiles
 - (b) independent sub-*Consultants*;
 - (c) contractual liability;
 - (d) broad form property damage endorsement;
 - (e) products and completed operations coverage; and
 - (f) such other coverage as the *Municipality* may from time to time reasonably require.
- 11.2.3 Errors and omissions coverage for professional *Services* liability with limits of not less than **TWO MILLION (\$2,000,000.00) DOLLARS** per employee for each accident, accidental injury or death of an employee or any Subcontractor engaged by the *Consultant*;
- 11.2.4 Workers' Compensation coverage for all employees, if any, engaged by the *Consultant* in accordance with the *Laws* of the Province of Alberta; and
- 11.2.5 Employers liability insurance respecting employees, of the *Consultant* with limits of liability not less than **TWO MILLION (\$2,000,000.00) DOLLARS** per employee for each accident, accidental injury or death of an employee or any Subcontractor engaged by the *Consultant*;

The *Consultant* shall ensure that, except for errors and omissions coverage and except for workers' compensation coverage, all insurance coverage maintained by the *Consultant* in accordance with this *Agreement* shall name the *Municipality* as additional insured, contain a severability of interests or cross liability clause, a waiver of any subrogation rights which the *Consultant's* insurers may have against the *Municipality*, its elected officials, directors, officers, employees, contractors, agents and representatives, and shall provide that no such insurance policy may be cancelled without the insurer provided no

less than thirty (30) days' written *Notice* of such cancellation to the *Municipality*. The *Consultant* shall, upon the request of the *Municipality*, furnish written documentation, satisfactory to the *Municipality*, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the *Consultant* as set forth herein shall be borne by the *Consultant*.

GC 12 PROCUREMENTS

- 12.1 The *Consultant* shall provide written *Notice*, in advance, and as soon as reasonably possible, to the *Municipality* of its intention to respond to, or participate in, as a primary *Party*, as a *Consultant* to any other *Party* or in any other capacity, a procurement initiated by the *Municipality* or an entity Controlled by the *Municipality* or by any entity on behalf of the *Municipality*, which procurement is related to or arises out of any *Services*, or is related to or arises out of the *Municipality*, an entity Controlled by the *Municipality*, or an entity acting on behalf of the *Municipality*, acting on the *Services*, arising therefrom or any recommendations made therein. The *Consultant* shall not participate in any such procurement without the prior written consent of the *Municipality*, which may be arbitrarily withheld. The term "Control" or "Controlled" means any entity in which the *Municipality* owns securities which are attached to fifty percent (50%) or more of the votes that may be cast to elect directors, or the *Municipality* otherwise has the right to appoint the majority of the directors of the entity.

GC 13 LEGAL REQUIREMENTS

- 13.1 In carrying out its obligations under this *Agreement*, the *Consultant*, and all of its employees, agents, and *Subconsultants* shall be bound by and observe all applicable *Law*. In the event the *Consultant* fails to comply with any applicable *Law*, and the *Municipality* is required to take steps or pay any sums to rectify such noncompliance, the *Municipality* may subtract the cost of such rectifications from any monies owed to the *Consultant*.
- 13.2 The *Consultant* shall familiarize itself, its staff, and sub-*Consultants* with the terms of the Occupational Health and Safety Act (Alberta) and the regulations associated with such statute, to ensure complete understanding respecting the responsibilities given and compliance required, as applicable. The *Consultant* acknowledges that as defined in the Occupational Health and Safety Act (Alberta) and the regulations thereunder, it may have responsibilities as the "prime contractor."
- 13.3 Prior to commencing any *Services*, the *Consultant* shall provide evidence of compliance with all requirements of the Workers' Compensation Act (Alberta), including but not limited to, payment due thereunder. At any time during the term of this *Agreement*, when requested by the *Municipality*, the *Consultant* shall provide evidence of compliance, by the *Consultant* and/or any *Subconsultant* with all requirements under the Workers' Compensation Act (Alberta)

GC 14 FORCE MAJEURE

- 14.1 If the parties shall fail to meet their respective obligations hereunder within the time prescribed, and such failure shall be caused or materially contributed to by force majeure (and for the purposes of this *Agreement*, force majeure shall mean any act of God, strike, lockout or other industrial disturbances, act of the Queen's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lightning, earthquakes, floods, storms, fires, washouts, nuclear and radiation activity or fallout, arrests and restraints of rules and people, civil disturbances, explosion, breakage or accident to machinery or stoppage thereof for necessary maintenance or repairs, inability to obtain labour, materials or equipment, any legislative, administrative or judicial action which has been resisted in

good faith by all reasonable means, any act, omission or event whether of the kind herein enumerated or otherwise not within the control of such *Party*, and which by the exercise of due diligence such *Party* could not have prevented, but lack of funds on the part of such *Party* or parties shall be deemed not to be a force majeure) such failure shall be deemed not to be a breach of the obligations of such *Party* but such *Party* shall use its best efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible.

GC 15 GENERAL

- 15.1 This *Agreement* shall be governed by the *Laws* of the Province of Alberta and the Parties agree to attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
- 15.2 Time shall be of the essence of this *Agreement*.
- 15.3 The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this *Agreement* have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope of meaning of this *Agreement* or any provisions hereof.
- 15.4 Nothing contained herein shall be deemed or construed by the parties hereto nor by any third *Party*, as creating a relationship of employer and employee, principal and agent, partnership, or joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than an independent service *Agreement* between two parties at arms length.
- 15.5 Except as may from time to time be expressly stated in writing by one *Party*, the other *Party* has no authority to assume or create any obligation whatsoever, expressed, or implied, on behalf of or in the name of the other *Party*, nor to bind the other *Party* in any manner whatsoever.
- 15.6 This *Agreement* constitutes the entire *Agreement* between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, *Agreements*, or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this *Agreement* save as expressly set out in this *Agreement*.
- 15.7 Each of the parties do hereby agree to do such things and execute such further documents, *Agreements* and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this *Agreement* in accordance with their true intent.
- 15.8 This *Agreement* may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
- 15.9 No consent or waiver, express or implied, by either *Party* to or of any breach or default by the other *Party* in the performance by the other *Party* of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such *Party* hereunder. Failure on the part of either *Party* to complain of any act or failure to act of the other *Party* or to declare the other *Party* in default, irrespective of how long such failure continues, shall not constitute a waiver by such *Party* of its rights hereunder.
- 15.10 Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the

- effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.
- 15.11 If any term, covenant or conditions of this *Agreement* or the application thereof to any *Party* or circumstances shall be invalid or unenforceable to any extent, the remainder of this *Agreement* or application of such term, covenant or condition to a *Party* or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this *Agreement* shall be valid and shall be enforceable to the fullest permitted by *Law*.
- 15.12 The provision of this *Agreement* which expressly state or naturally imply that they survive the termination, cancellation, *Completion*, suspension, or expiration of this *Agreement*, including any other provision that is necessary for the interpretation or enforcement of the same, shall continue as valid and enforceable notwithstanding any such termination, cancellation, *Completion*, suspension, or expiration.
- 15.13 Mention in this *Agreement* of any particular remedy of a *Party* in respect of a default by the other *Party* does not preclude the first *Party* from any other remedy in respect thereof, whether available at *Law* or in equity or by statute or expressly provided for in this *Agreement*. No remedy shall be exclusive or dependent upon any other remedy, but a *Party* may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.
- 15.14 The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds.
- 15.15 Wherever the singular, plural, masculine, feminine or neuter is used throughout this *Agreement* same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provision hereof.
- 15.16 This *Agreement* shall ensure to the benefit of an be binding upon the successors and permitted assigns of each of the parties.
- 15.17 The *Consultant* shall not assign its interest in this *Agreement*, or any part hereof, in any manner whatsoever without having first received written consent from the *Municipality*, which consent may be arbitrarily withheld.
- 15.18 Each *Party* shall provide any decision with regard to a request for consent in a timely manner.
- 15.19 This *Agreement* shall be interpreted according to its fair construction and shall not be construed as against any *Party* hereto.

GC 16 RECEIPT OF NOTICES AND ADDRESSES FOR SERVICE

- 16.1 Any *Notice* to be given by either *Party* in accordance with this *Agreement* shall be in writing and delivered *Personally*, by commercial courier, or sent by email, to the following addresses:

Municipality:

Town of Bentley
 4918 50th Ave
 PO Box 179
 Bentley AB T0C 0J0
 Attention: Marc Fortais
 Email: mfortais@townofbentley.ca

Consultant:

Address:
 Phone Number:
 Attention:
 Email:

- 16.2 A *Notice* shall be deemed to have been given and received on the date on which it was delivered or transmitted, if delivered or transmitted on a *Business Day* during the regular business hours of the recipient. If a *Notice* is delivered or transmitted on a day that is not

a *Business Day* or outside the regular business hours of the recipient, the *Notice* shall be deemed to have been delivered or transmitted on the following *Business Day*.

- 16.3 A *Party* may change its address for receipt of *Notice* at any time by giving *Notice* of the change to the other *Party* in accordance with this Article. Such changed address for receipt of *Notices* will be effective 5 *Business Days* after receipt of the *Notice* by the recipient.

GC 17 RECORDS AND AUDIT

- 17.1 At all times during the Term of the *Agreement* and for a period of two years (or the requirement of law, whichever is greater) following the expiry of the Term or Renewal of the *Agreement*, the *Consultant* shall keep and maintain all Records for all *Services* performed pursuant to the *Agreement* and the *Consultant* shall make all such Records available to the Town of Bentley for inspection and audit forthwith upon *Notice* and the Town of Bentley shall be entitled to take and retain copies of all such Records for auditing purposes.

IN WITNESS WHEREOF the parties have caused to be hereto affixed their respective corporate seals attested by the signatures of their duly authorized signing officers.

Municipality

Signed at Town of Bentley in the Province of Alberta
This _____ day of _____, 2022.

TOWN OF BENTLEY

Per:
Title: Chief Administrative Officer
TOWN OF BENTLEY

Per:
Title: Mayor or Council Member

Consultant

Signed at _____ in the Province of Alberta
This _____ day of _____, 2022

“VENDOR NAME”

Per:
Title:

APPENDIX “A”
THE SERVICES

APPENDIX “B” - TERMS OF PAYMENT

Invoicing

All invoices for this project are to refer to the project name that is assigned to the work. All invoices must be submitted with sufficient details to show the task, time and unit cost associated the line items being billed.

All original invoices are to be sent directly to:

Email: info@townofbentley.ca

or by regular mail to:

Town of Bentley

Attn: Accounts Payable

4918 50th Ave

PO Box 179

Bentley AB T0C 0J0

All invoices are paid Net 30 from correct invoice received within the Accounts Payable Department.

A correct invoice must include:

Project Name

Full Legal Name of the *Consultant* or company

GST#

Remit to address (if applicable)

All invoices must be addressed to the Town of Bentley

All invoices will be paid via cheque unless the *Consultant* has specifically requested to set up an EFT (Electronic Funds Transfer) and it has been approved by the CAO of the Town of Bentley.

Consultant Invoice Requirements:

Detailed Reimbursable expense receipts

Details showing the task, time, and unit c

[END OF APPENDIX A -FORM OF AGREEMENT]

APPENDIX B – SUBMISSION FORM

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact E-mail:	

- I acknowledge that the above company does have an Alberta Professional License/Permit to Practice or its equivalent and proof of License/Permit is **included in this proposal**.

The awarded proponent **MUST** provide a copy of their Alberta Professional License/Permit to Practice or equivalent with the signed award letter.

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Municipality and the selected proponent have executed a written contract.

3. Ability to Provide Deliverables

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for t in the Pricing Form and has provided a list of any subcontractors to be used to complete the proposed contract.

4. Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

QU20223 – Audit Services

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Pricing Form	
Reference Form	

Notice to proponents: There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

2. Non-Binding Price Estimates

The proponent has submitted its rates in accordance with the instructions in this RFP and in the Pricing, Form set out in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

3. Addenda

The proponent is deemed to have read and accepted all addenda issued by the Municipality prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line:

_____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

4. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means

- a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Municipality in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or
- b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponent to read the below statements and check the appropriate box.

1. The proponent declares that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP.
2. The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in this RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

Name of Individual:

Job Classification:

Department:

Last Date of Employment with the Municipality:

Name of Last Supervisor:

Brief Description of Individual’s Job Functions:

Brief Description of Nature of Individual’s Participation in the Preparation of the Proposal:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the Municipality and have ceased that employment within twelve (12) months prior to the Submission Deadline:

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent must provide the Municipality with additional information about each individual identified above in the form prescribed by the Municipality.

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Municipality to the Muni e of evaluating or participating in the evaluation of this proposal.

Signature of Witness

**Signature of Proponent Representative
With the Authority to bind the proponent**

Name of Witness

Name

Title

Date

[END OF APPENDIX B]

APPENDIX C – PRICING FORM

Prices submitted by the proponent are all-inclusive, including all labour and material costs, all insurance costs, as well as all other operational, administrative, and overhead costs required for the successful completion of this Project.

Reasonable reimbursable expenses/disbursements such as travel, meals, and accommodation incurred by Contractors and Consultants must be pre-approved by the Town of Bentley and these expense rates must be outlined in your submission to this RFP. It is assumed that rates will follow standards as established by Revenue Canada for reimbursement of travel, meals, and accommodations.

The Consultant must provide supporting documents, including actual receipts to be reimbursed for pre-approved expenses. The Town of Bentley will retain any portion of disbursement fee that is not expensed. The Consultant understands and agrees that no mark-up will be applied to expenses. All prices are to be in Canadian currency and before GST.

Proponents are to submit pricing information in the format below, stating all assumptions made in calculating the project cost:

- 1.) **Cost to complete the project (as per this RFP)**
- 2.) **Total Maximum fees for the Services to be provided.**
- 3.) **Total Maximum fees for Reimbursable Expenses and Disbursements, if applicable**
- 4.) **Project Cost Breakdown**

Table 1 – We hereby offer to provide professional auditing services as listed in this request for proposal for the following compensation for a term of three (3) years.

Year Ended	Total All-Inclusive Maximum Price			
2022	\$			
2023	\$			
2024	\$			
Professional Fees (BREAKDOWN FOR 2022)				
	Personnel Rates	Hourly Rates	Anticipated Hours	Total (\$)
Partners				
Specialist				
Supervisory/Managers				
Support Staff				
TOTAL COST AUDIT PERSONNEL				\$
Travel Expenses (if applicable)				\$
Disbursement/Office Fees				\$
Other Related Charges Fees				
a)				\$
b)				\$
c)				\$
d)				\$
TOTAL AUDIT COSTS				\$

Proponents must include a work plan and budget, include an explanation of the audit methodology to be followed to perform the services required. Identify any anticipated or potential problems with the audit, the firms approach to resolve these issues and any special assistance that will be requested from the Town.

Proponents will clearly identify any other cost not identified above in their proposals

Table 2 – Detailed Project Cost Breakdown

Proponents must include a detailed fee schedule (as outlined in the table below) outlining all project tasks and deliverables with the associated unit cost, name of project team member anticipated to complete or assist with each individual task/deliverable, and the estimated hours required.

Detailed Project Cost Breakdown for the project, including at minimum:

- a) Listing of each project member and their associated fee/hour;
- b) Project cost (by staff member and by hours worked per task);
- c) Project reimbursable expenses/disbursements by task, or, where applicable, by sub-task;
- d) Total cost and total reimbursable expenses/disbursements for this RFP; and
- e) GST identified separately

Please note: Any hourly rates provided will apply to any additional scope of work

[END OF APPENDIX C]

APPENDIX D – REFERENCE FORM

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last five (5) years.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date work was undertaken	
Nature of Assignment	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date work was undertaken	
Nature of Assignment	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date work was undertaken	
Nature of Assignment	

[END OF APPENDIX D]

APPENDIX E – RFP PARTICULARS

A.) The Deliverables

1.) Introduction

The Town of Bentley is located 20 minutes west of Lacombe and 20 minutes north of Sylvan Lake in the breathtaking Blindman Valley. Bentley is a community with many services and continues to offer that small town charm with a strong sense of community and a rich history. Bentley's geographical location offers easy access to all services and is near larger centers, including Lacombe, Red Deer, and Sylvan Lake. Town population is approximately 1082.

- Recreation opportunities year-round are endless with Gull Lake and Sylvan Lake a short drive away and you can be in the Rocky Mountains within an hour.
- The Town even owns a ski hill which is operated by the Medicine Lodge Ski Club.
- Local amenities include (but are not limited to):
 - unique boutique shopping, café, and restaurants
 - 8km of walking/biking trails to Gull/Lake
 - Community Arena,
 - Community Hall
 - Blindman Valley Agricultural Society Building Rentals
 - Municipal Campground
 - Morrisroe Recreation Area (includes ball diamonds and park)
 - Local Museum with incredibly dedicated volunteers (you must see it to understand)
 - The town is home to one of the largest farmers markets in Alberta

2.) Organization

Staffing and Services

- Operating Budget is \$3.4M (including \$345,000 in requisitions) and Capital Budget is \$562,000
- Staffing includes 9 full time staff and 2 part time summer students in the summer months. CAO, Admin Assistant, Admin Clerk, Community Services Manager, Public Works Foreman, Assistant Public Works Foreman, Parks Supervisor/Safety Officer, and 2 Maintenance Worker II
- There is also Contract Staff to manage the arena operations, and the Director of Emergency Management as well as IT support
- The Town provides a wide range of services including roads and streets operations and maintenance, parks and recreation, community services and FCSS, operations and maintenance of water and wastewater distribution and treatment, building maintenance and operations for the following buildings:
 - the Town Office, Public Works Yard, Arena, Water Wells and Treatment Plant, Wastewater Lagoons and shared costs associated to volunteer fire department.
- Phase 1 of Asset Management has been implemented for the Water System

Goals and Objectives

- Major Goals and Objectives currently include:
 - Redesign of Town owned subdivision to the North from multifamily to single family dwelling lots
 - Completion of Asset Management Program
 - Grant Funding to support slab and ice plant replacement for Arena
 - Area Structure Plan and Annexation of Lands to the South East along highway 12 to support future commercial and industrial growth
 - The Town's Strategic Plan can be found at:
https://townofbentley.ca/files/5015/5689/6554/FINAL_-_Bentley_Community_Strategic_Plan_-_Adopted_April_2019.pdf

Computer Environment

- Finance, Budgeting for the Town are processed using Muniware provided by Munisight and arena bookings for ice time is processed through Booking software. Capital Planning is done simply via excel spreadsheet and will become more refined as we continue to implement the asset management program.
- Servers and Computer infrastructure were replaced in 2021 and currently the town is undergoing a branding and website redesign. Servers are backed up to the cloud daily. All IT support is provided via contract services.

Operating Systems

- Accounts Payable has approximately 500 vendors and issues 910 cheques per year. The Town issues paper-based cheques to process vendor payments requiring signatures from both the CAO and the Mayor.
- General Ledger has 1550 active accounts.
- Accounts Receivable has approximately 125 active accounts and produces roughly 93 invoices per year.
- Utility and Property Tax Systems. The Utility system has 550 accounts, billed bi-monthly generating about 3,300 invoices per year. The Tax system has 609 property tax accounts.
- Payroll is processed bi-monthly for all staff and monthly for Mayor and Council. Manual timesheets are utilized for time tracking.

3.) Project Description & Requirements**Standards**

- The proposal must clearly indicate the benefits of hiring your firm. What qualities make your accounting firm the best possible choice to manage Town of Bentley's annual audits for the next 3 years?
- Audit engagements must be performed in accordance with generally accepted auditing standards, reporting requirements per the Province of Alberta Municipal Government Act and Generally Accepted Accounting Principles for municipal governments as established by the Public Sector Accounting Board.

Approach and Methodology

- You must include a work plan and budget with approximate timelines, and an explanation of the audit methodology and process that you will follow to perform the services required. Identify any potential problems or risks with the audit and your approach to mitigate such risk.
- Outline any special assistance that will be required and requested from the Town of Bentley.
- Discuss any innovative or unique approach that your firm has to ensuring that the audit will be successful and provide the utmost level of confidence to the rate payers and Mayor and Council regarding the financial position of the Town of Bentley.

Qualifications, Good Standing and Experience

- The following items must be addressed in your proposal. Your firm must clearly:
 - a) Provide affirmation that the firm is qualified to practice public accounting in Alberta.
 - b) Include the size of the firm, the size of the firm's government audit staff, the location of the office from which the engagement will be performed and the number and nature of the professional staff to be employed in this engagement on an hourly basis and the number and nature of staff to be employed on a part time basis.
 - c) Provide information on results of any practice review of its audits during the past three years.
 - d) Provide any information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with regulatory bodies or professional organizations.
 - e) Identify all staff and their qualifications that will be assigned to the engagement. Curriculum Vitae are required for all assigned personnel for this engagement. Indicate whether or not any assigned staff are qualified as CPA's in Alberta. Summarize specific government auditing experience for each person, any relevant continuing professional education in the past 3 years and any members in professional organizations relevant to the performance of these audit services.
 - f) Indicate how the quality of staff over the term of the agreement will be assured. Staff may change during the agreement term, however the Town of Bentley reserves the right to approve or reject any replacements.
 - g) References provided in appendix D should related to engagements on other government entities performed in the last 5 years where possible.

Engagements

- Scope of the audit request includes engagements for audit of the Town of Bentley Financial Statements, Consolidation of the Bentley Fire Department and Bentley Library and Alberta Municipal Affairs Financial Return as well as presenting the findings in an Public Council Meeting to Mayor and Council.

B.) Evaluation Criteria**Approach and Methodology (20%) 20**

- The proponent should describe their understanding of the objectives and challenges of the project.
- The proponent should describe the approach and any innovation they will use to deliver, understand, and meet the project objectives.
- The proponent should outline the project management approach to ensure the success of the project
- Provide a clear timeline with milestones and required approval stages

Experience and Qualifications (50%)

- **Demonstrated Experience and Corporate Background** 15
- **Experience Presented in Project Examples** 10
- **Project References** 5
- **Proposed Key Team Members** 10
- **Value Added** 10
- The firm must identify the key team members and professional resources that will be available for the project.
- For each team member, list the education, position, years of experience and relevant project experience.
- You must showcase your commitment of staff and resources available for delivery of the specified project from start to finish
- How will your assigned resources be available for the work to be undertaken
- How will your experience and approach add value to the Town of Bentley and its stakeholders if you are successful with this RFP and can deliver the project?

Lump Sum Fee Proposal and Unit Rates (30%) 30

- **The Cost Formula for Evaluation is:**
 - **Points awarded = (lowest proposal cost / proposal cost being evaluated) x total points available (30)**

C.) Submission Requirements

- **Two (2)** hard copies of the proposal except for the Lump Sum Fee Proposal and Unit Rates, which must be submitted in one sealed envelope, Plus a copy of each on a separate USB drive in Acrobat PDF format.

OR

- **Email your proposal to mfortais@townofbentley.ca**
- **Subject Heading: “Branding Project and New Website QU20221”**
- **addressed to:**

Mail to:

Town of Bentley
C/O CAO Marc Fortais
PO Box 179
Bentley AB T0C 0J0

or

Courier to:

Town of Bentley
4918 50th Ave
Bentley AB T0C 0J0
between hrs. of 8am – 3pm

- **Proposals must be received at the address above by no later than 3:00 pm, Friday October 7, 2022**

[END OF APPENDIX E]

APPENDIX F – Documents to be reviewed
Attached to your email invitation to bid

- A. 2019 Bentley Strategic Plan
- B. 2022 Community Overview
- C. 2021 Financial Statements
- D. 2021 Municipal Affairs Financial Information Return
- E. 2022 2nd Quarter Financial Report



It takes a community to prevent a fall:
We all have a role to play!

November is Fall Prevention Month.

Falls are the leading cause of injury among older adults
and **one-third** of those who fall will never return home.*

The Fall Prevention Month website has:

- Pre-planned activities, posters and social media posts
- Resources you need to make a difference in your community

Together, we can help keep people active, independent,
injury-free and healthy.

Find out more and download these resources at
www.fallpreventionmonth.ca

*Data Source: Statistics Canada: Health at a Glance, <https://www150.statcan.gc.ca/n1/pub/82-624-x/2014001/article/14010-eng.htm>. Adapted by the Ontario Neurotrauma Foundation



Kick-off Alberta's Falls Prevention Month

WALK WITH THE MAYORS

***with Central Alberta Mayors and
Central Alberta Falls Prevention Coalition***

Tuesday October 25

9:30 am - 11:00 am

Penhold Multiplex

Waskasoo Ave, Penhold, Alberta



PROCLAMATION

NOVEMBER SENIORS' FALLS PREVENTION MONTH

WHEREAS seniors are a vital part of our families, communities, and province giving generously of their wisdom, experience, and love; and

WHEREAS falls are the leading cause of injuries amongst seniors; and

WHEREAS 20-30% of seniors in Alberta will fall at least once a year; and

WHEREAS falls among our seniors will result in over 9,000 hospital admissions and 33,580 emergency dept visits each year; and

WHEREAS falling, and the fear of falling, can lead to depression and hopelessness, loss of mobility, and loss of independence; and

WHEREAS individuals and organizations from a multitude of disciplines across Alberta are working together to increase awareness of this issue and encourage Albertans to take steps to prevent seniors' falls; and

WHEREAS the quality of life is improved for Alberta seniors who remain healthy, active, and independent;

NOW THEREFORE, I _____ do hereby proclaim this month of November to be **Seniors' Falls Prevention Month** in

LOCAL CONTACT INFORMATION



findingbalancealberta.ca

Challenge
Your
Balance

Build
Strength

Be
Active

CONTACT

tel: 780.492.6019
email: info@findingbalancealberta.ca

REV 10-20





WHERE PEOPLE ARE THE KEY

HIGHLIGHTS OF THE REGULAR COUNCIL MEETING October 13, 2022

BYLAW NO. 1369/22 – PUBLIC HEARING

A public hearing was held for Bylaw No. 1369/22. Bylaw No. 1369/22 is a bylaw of Lacombe County to amend the Lacombe County Land Use Bylaw No. 1237/17, to list a special discretionary use of a “recovery centre” on the W½ Pt. SW 16-39-01 W5M.

Bylaw No. 1369/22 was given second reading. Third reading of the bylaw will be considered at the October 27, 2022 Council meeting.

SOUTH OF HIGHWAY 11 EAST OF HAYNES ASP

The draft Highway 11 (Joffre Bridge to Haynes) Area Structure Plan was received for information as presented. A public meeting will be held at the Haynes Hall on November 29, 2022 commencing at 6:15 p.m. (Presentation at 7:00 p.m.)

REQUEST FOR CLOSURE AND SALE OF ROAD ALLOWANCE

At the September 8, 2022 meeting, by resolution, Council instructed the County Manager to proceed with the process to close Road Plan 6363BM and 872 0826 and that this proposal be circulated to interested parties for comment. Council was informed that there have been no objections received from government agencies, utility companies or adjacent landowners.

The following resolution received the approval of Council and will be forwarded to the Minister of Alberta Transportation for approval:

IN THE MATTER of the closure to public travel and canceling a public highway in accordance with Section 24 of the Municipal Government Act, Chapter M-26, Revised Statutes of Alberta 2000, as amended.

WHEREAS the land hereafter described is no longer required for public travel;

NOW THEREFORE BE IT RESOLVED that the Council of Lacombe County does hereby close the following described roads, subject to the rights of access granted by other legislation or regulations:

- 1) Plan 6363BM lying within the Pt. NW 16-40-03 W5M
(0.26 acres +/-)
- 2) Plan 872 0827 lying within the Pt. NW 16-40-03 W5M
(0.129 +/-0)

Excepting Thereout All Mines and Minerals

for the purpose of the consolidation of the 0.389 acres +/- with the lands in the Certificates of Title (082 448 246) for the Pt. NW 16-40-03 W5M containing 8.3 acres more or less.

STARS AIR AMBULANCE – FUNDING REQUEST

A funding request from STARS Air Ambulance for a \$ 2.00 per capita contribution annually for 2023, 2024 and 2025 was presented for Council’s consideration. Based on the County’s current population of 10,343 the request is for \$20,686. Council deferred this matter to the October 27, 2022 regular Council meeting.

POLICY RC(1) LACOMBE FISH & GAME ASSOCIATION – ACCESSIBLE FISHING DOCK

Lacombe County will provide financial support in the amount of \$ 75,000 for the Lacombe Fish and Game Association’s Len Thompson Fishpond Dock Project.



WHERE PEOPLE ARE THE KEY

PARKLAND REGIONAL LIBRARY 2023 BUDGET

The Parkland Regional Library Budget for 2023, providing for Lacombe County's membership fee of \$ 90,501.25, received Council approval.

TOWN OF BLACKFALDS POLICY RC(1) FUNDING REQUEST

Lacombe County will contribute in-kind support to the Town of Blackfalds' Border Paving Plaza Project through the contribution of 150 cubic meters of gravel. This contribution will be funded from the County's General Operating Budget.

BENTLEY SOUTHEAST AREA STRUCTURE PLAN PUBLIC MEETING

The Bentley Southeast Area Structure Plan will be held on November 16, 2022 at the Bentley Hall commencing at 4:00 p.m.

Next Regular Council Meeting is
Thursday, October 27, 2022 - 9:00 a.m.

Next Committee of the Whole Meeting is
November 29, 2022 – 9:00 a.m.

Lacombe County Administration Building

****For more details from Lacombe County Council meetings, please refer to the meeting minutes. All meeting minutes are posted on the website (www.lacombecounty.com) after approval.**



OTHER BUSINESS

BENTLEY – LACOMBE COUNTY JOINT DEVELOPMENT INITIATIVE (BENTLEY SOUTHEAST AREA STRUCTURE PLAN)

OCTOBER 25, 2022

BACKGROUND

The *Town of Bentley/Lacombe County Intermunicipal Development Plan (IDP)*, adopted in December 2018, identifies the existing agricultural lands southeast of Bentley for future commercial and industrial development. To foster collaborative growth and development in this urban fringe area, Lacombe County and the Town of Bentley joined to adopt the *Town of Bentley and Lacombe County Intermunicipal Collaboration Framework (ICF) Master Agreement*. This led to the formation of the ICF/IDP Committee (“the Committee”) in February 2021 to foster ongoing collaborative land use planning between the two municipalities.

The Town of Bentley and Lacombe County have partnered and have successfully received an Alberta Community Partnership (ACP) Grant for the purpose of undertaking a number of studies and plans related to the potential annexation and development of land located within the County, southeast of the Town’s existing boundary. The Town is the managing partner for the project and ACP grant, with the support of Parkland Community Planning Services as the Town’s consultant.

ANALYSIS

The objective of this project is to ensure a planning framework is in place to enable and be in a position to attract development southeast of Bentley when demand for commercial and industrial land arises. The two municipalities have begun the technical studies and drafting portions of the Southeast Bentley Area Structure Plan (ASP).

The plan area includes the following quarter sections, all situated southeast of Bentley in Lacombe County (see attachments for map):

- NW 23-40-01-W5M
- NE 23-40-01-W5M
- SW 23-40-01-W5M
- SE 23-40-01-W5M

The following technical reports have been completed to inform the background information and policies of the ASP:

- A traffic impact assessment, prepared by Stantec Consulting Ltd.

- A servicing study (including stormwater, wastewater, and potable water), prepared by Stantec Consulting Ltd.
- A biophysical and wetland assessment report, prepared by Paragon Soil and Environmental Consulting

A draft version of the ASP's background information has been prepared by PCPS. However, the policies of the ASP are yet to be drafted. To seek feedback for the policy-making stage, the two municipalities will be hosting a public meeting in the evening of November 16, 2022, at the Bentley Community Hall and will be an open house format between the hours of 4:00pm and 8:00pm

LEGISLATIVE RESPONSIBILITIES

Section 633 of the *Municipal Government Act*, RSA 2000 cM-26 (as amended) allows a council to adopt an area structure plan by bylaw. An area structure plan provides a framework for subsequent subdivision and development of an area of land.

An area structure plan must describe:

- the sequence of development proposed for the area
- the land uses proposed for the area, either generally or with respect to specific parts of the area
- the density of population proposed for the area either generally or with respect to specific parts of the area
- the general location of major transportation routes and public utilities

Furthermore, an area structure plan may contain any other matters that council considers necessary, including matters relating to reserves.

PROCESS

On Wednesday November 16, 2022, we will be hosting an open house and meeting about the project. Please see (Attachment#1) for further information and we hope you attend.

Following the public open house, the Committee may wish to make further revisions to the ASP background information based on community feedback. The engagement feedback will then be used to draft the policies for the ASP. Once all revisions have been incorporated, the ASP will be considered by Council for First Reading. After First Reading, a Public Hearing date will be announced to provide an additional opportunity for the public to comment on the ASP.

RECOMMENDATION

THAT Mayor and Council, accept this report as information.

ATTACHMENTS

- 1.) Bentley – Lacombe County Joint Development Initiative - Public Notice of Open House and Meeting November 16, 2022

OPEN HOUSE AND MEETING

BENTLEY-LACOMBE COUNTY JOINT DEVELOPMENT INITIATIVE

The Town of Bentley and Lacombe County are working together to encourage commercial and industrial growth opportunities in Section 23-40-1-W5M at the southeast corner of the Town of Bentley. The Project is called the “Bentley-Lacombe County Joint Development Initiative.”

The Project aims to prepare lands for future development by addressing several key questions around expectations and opportunities. It seeks to provide critical information needed by potential investors who may be interested in establishing a business in Central Alberta and specifically the area near Bentley. This includes:

- Detailed plans for the types of land use that may be possible;
- Patterns of land use and future road connections; and
- Opportunities to access to municipal water and wastewater services.

A key output will be the creation of an area structure plan for Section 23. The Project also involves adjusting the Town boundaries to add commercial and industrial lands to the Town and cost and revenue sharing arrangements between the Town and County.

On Wednesday, November 16, 2022, we will be hosting an open house and meeting about the Project. You are welcome to attend!

A draft land use concept for Section 23 will be available along with background information. Your input will help us make key decisions for the next steps of the Project which includes the preparation of the draft area structure plan.

The open house will run from 4:00 pm to 8:00 pm. Display boards will be available for viewing and planning staff will be available to answer questions and discuss the Project with you. The timing is flexible and you are welcome to attend when convenient for your personal schedule.

A brief presentation will be given by planning staff at 6:30 pm. This will be followed by an opportunity for questions and discussion.

Where: Bentley Community Hall, 4821 50 Street, Bentley

When: Wednesday, November 16, 2022
4:00 – 8:00 pm for open house and viewing of display boards
6:30 pm for presentation

For more information about the Project please visit www.townofbentley.ca and click on **BENTLEY-LACOMBE COUNTY JOINT DEVELOPMENT INITIATIVE** on the main page or www.lacombecounty.com or contact the Albert Frootman, RPP MCIP, Project Lead at 403-343-3394. Comments can be submitted using the form available on either website.

