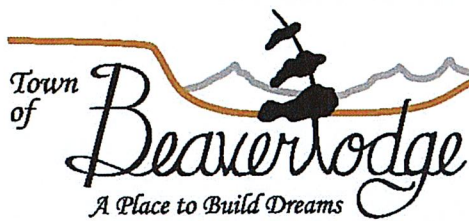




AGENDA FOR THE TOWN OF BEAVERLODGE COUNCIL MEETING  
 MONDAY JUNE 22, 2026, AT 6:00 PM, COUNCIL CHAMBERS #400-10 STREET BEAVERLODGE  
 Microsoft Teams Meeting ID: 221 790 615 337 85 Passcode: wr72jL75

<b>1.0</b>	<b><u>CALL TO ORDER:</u></b> <i>Town of Beaverlodge's Legislative Meetings are being live streamed effective June 12, 2023, via Council resolution #145-2023-05-23.</i>	
<b>2.0</b>	<b><u>LAND ACKNOWLEDGEMENT:</u></b>	PP 2
<b>3.0</b>	<b><u>ADOPTION OF AGENDA:</u></b>	
<b>4.0</b>	<b><u>ADOPTION OF MINUTES:</u></b>  4.1 June 8, 2026 - Regular Council Meeting Minutes	PP 3-5
<b>5.0</b>	<b><u>DELEGATIONS:</u></b>  5.1 Beaverlodge Elks Soap Box Derby – Derek Patten 5.2 Maskwa Medical Center – Ken Drysdale, Chairman of the Board	PP 6,7 PP 8-28
<b>6.0</b>	<b><u>OLD BUSINESS:</u></b>	
<b>7.0</b>	<b><u>NEW BUSINESS:</u></b>  7.1 ATCO Gas Franchise Agreement Bylaw #1042 7.2 Beaverlodge Elks Soap Box Derby Request 7.3 Maskwa Medical Center Request 7.4 Meeting request with Honourable Dan Williams – Minister of Municipal Affairs	PP 29-61 n/a n/a PP 62,63
<b>8.0</b>	<b><u>CORRESPONDENCE:</u></b>  8.1 Bylaw Report – May 2026	PP 64-69
<b>9.0</b>	<b><u>COMMITTEE AND STAFF REPORTS:</u></b>  9.1 Action List 9.2 Staff Reports	PP 70 PP 71-73
<b>10.0</b>	<b><u>CLOSED SESSION:</u></b>	



Box 30, Beaverlodge, AB T0H 0C0

Phone: 780.354.2201

Fax: 780.354.2207

As long as the sun shines, grass grows and the rivers flow – we acknowledge the homeland of the many diverse First Nation & Métis people whose ancestors have walked this land.

We are grateful to live, learn and work on the traditional territory of Treaty 8 and we make this acknowledgement as an act of reconciliation and gratitude.



## **REGULAR COUNCIL MEETING MINUTES**

**MONDAY JUNE 8, 2026 @ 6:00 PM**

### **COUNCIL CHAMBERS #400 – 10 ST. BEAVERLODGE, ALBERTA**

<b>COUNCIL</b>	Mayor Gary Rycroft Councillor Trevor Bartsch Councillor Jen Wolan Councillor Richard Lappenbush	Deputy Mayor Judy Kokotilo-Bekkerus Councillor Hugh Graw Councillor Tyke Longmore
<b>STAFF</b>	Jeff Johnston, CAO	Tina Letendre, Deputy CAO - absent Nichole Young, Legislative Services

**1.0**    **CALL TO ORDER:** Mayor Gary Rycroft called the meeting to order. **6:00 PM**

**2.0**    **LAND ACKNOWLEDGMENT:**

*As long as the sun shines, grass grows and the rivers flow – we acknowledge the homeland of the many diverse First Nation and Métis people whose ancestors have walked this land. We are grateful to live, learn and work on the traditional territory of Treaty 8 and we make this acknowledgement as an act of reconciliation and gratitude.*

**3.0**    **ADOPTION OF AGENDA:**

**#144-2026-06-08**    Deputy Mayor Judy Kokotilo-Bekkerus  
**CARRIED:** That Council adopts the agenda with the addition of the following items;  
New Business - 7.4 Walk the Halls Invitation, 7.5 Signs on Service Road by Rexall and IGA,  
Correspondence - 8.1 Thank you from Terry Linklater and 8.2 Acknowledgement of George  
“Goldie” Goldman passing away.

**4.0**    **ADOPTION OF MINUTES:**

4.1 May 25, 2026 – Regular Council Meeting Minutes

**#145-2026-06-08**    Councillor Jen Wolan  
**CARRIED:** That Council adopts the Minutes of the May 25, 2026 Council meeting.

**5.0**    **DELEGATIONS:**



**6.0 OLD BUSINESS:**

6.1 Community Center Roof Assessment Report

**#146-2026-06-08** Deputy Mayor Judy Kokotilo-Bekkerus

**CARRIED:** That Council directs Administration to amend the 2026 Capital Plan to include \$200,000 for the Community Center roof repair, to be funded by LGFF (Local Government Fiscal Framework).

**7.0 NEW BUSINESS:**

7.1 CAO Holiday Schedule

**#147-2026-06-08** Councillor Hugh Graw

**CARRIED:** That Council accepts this for information.

7.2 Park & Recreation and Public Works Appreciation Lunch – June 19<sup>th</sup>

**#148-2026-06-08** Councillor Jen Wolan

**CARRIED:** That Council accepts this for information.

7.3 Grande Prairie Regional Tourism Association AGM – June 24, 2026

**#149-2026-06-08** Councillor Richard Lappenbush

**CARRIED:** That Council accepts this for information.

7.4 Walk the Halls Invitation – June 24, 2026

**#150-2026-06-08** Councillor Hugh Graw

**CARRIED:** That Council accepts this for information.

7.5 Signs on the Service Road by Rexall and IGA

**#151-2026-06-08** Councillor Hugh Graw

**CARRIED:** That Council directs Administration to look at potential solutions.

**8.0 CORRESPONDENCE:**

8.1 Thank you to Council from Terry Linklater for Retirement Gift



**#152-2026-06-08** Deputy Mayor Judy Kokotilo-Bekkerus  
**CARRIED:** That Council accepts this for information.

8.2 Acknowledgement of George “Goldie” Goldman passing away

*Mayor Gary Rycroft and Council recognized the passing of George “Goldie” Goldman, a former resident and firefighter.*

**9.0 COMMITTEE & STAFF REPORTS:**

9.1 Action List

**#153-2026-06-08** Councillor Hugh Graw  
**CARRIED:** That Council accepts the Action Item List for information.

9.2 Council Reports

**#154-2026-06-08** Councillor Trevor Bartsch  
**CARRIED:** That Council accepts the Council Reports for information.

**10.0 CLOSED SESSION:**

**11.0 ADJOURNMENT:** Mayor Gary Rycroft adjourned the meeting.

**6:30 PM**

---

Mayor Gary Rycroft

---

Jeff Johnston, CAO



Box 30, 400 - 10th Street  
Beaverlodge, AB T0H 0C0

DELEGATIONS TO COUNCIL

Name of Delegates(s): Derek Patten  
(Ernie Beart)

Representing: EIKs

Phone Number: 587-343-4325

Email: prosperity1010@icloud.com

Topic: Soap Box Derby

Staff Familiar with topic: Nichole

Attached Information: yes

Notes: Limit presentation to 15 minutes

Delegate Signature: [Signature]

Date: June 16 126

All notifications and documentations must be sent to [nyoung@beaverlodge.ca](mailto:nyoung@beaverlodge.ca)  
If you have materials/documentation to be included in the Agenda, they must be received by 1:00pm the  
Tuesday before the meeting you are scheduled to appear before Council.

**Any documentation submitted (including this Delegate Application)  
is considered "Public Information" and will appear in a Council Agenda.**

FOR OFFICE USE ONLY

Date and Time of Council Meeting to attend: June 22/26 6pm.

Approved to Present by: [Signature] Date: \_\_\_\_\_

**Town of Beaverlodge's Legislative Meetings are being live streamed effective June 12, 2023  
via Council resolution #145-2023-05-23**

 **Email**  
town@beaverlodge.ca

 **Phone**  
780-354-2201

 **Website**  
beaverlodge.ca

# Soap Box Derby Proposal

The Beaverlodge Elks club is proposing a soap box derby on August 8 in conjunction with the drag racing car show. The derby would be similar to one that has been held annually by the Sexsmith Elks club, we would be learning from and incorporating their experience. Our derby would be for young children at first and if it gains enough interest we would look to add older age groups in later years. Beaverlodge Elks club would provide the liability insurance for the event and be responsible for all set up and clean up. Racers will be required to have a waiver signed by a parent or legal guardian prior to participation. We are requesting permission to close down a portion of main street from 7am to 1pm to allow for set up, racing and clean up.

Sexsmith Elks have an engineered starting ramp we would be borrowing, the carts would all be inspected for safety prior to racing, race perimeter set up and safety barriers put up all along the race area. We will have four prebuilt cars provided by the Elks. Due to time constraints in planning we will offer a limited experience of riding the provided carts down the ramp and in future years hope to have local participants build their own carts and participate with them.

## Rules

- Racers must be between age 7-12
- Driver must go down in feet first position
- Carts must be constructed of sturdy and sound materials
- Carts must be inspected by judges prior to race time
- No pushing, shoving or contacting other racers
- Cart must be entirely gravity propelled
- Helmet and closed toe shoes must be worn
- No sharp edges or objects may be protruding from the cart
- No verbal abuse or altercations will be tolerated

Thank you for your consideration



Box 30, 400 - 10th Street  
Beaverlodge, AB T0H 0C0

### DELEGATIONS TO COUNCIL

Name of Delegates(s): Ken Drysdale

Representing: Maskwa Medical Center (Canada) Inc.

Phone Number: 780-831-0796

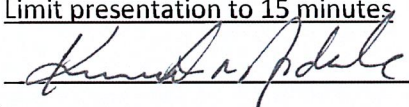
Email: jurness@maskwamedical.ca

Topic: To provide an update on the Maskwa Medical Center and discuss how council might help promote the Northern Alberta Medical Program (NAMP) to students in your area, with the goal of encouraging local students to pursue medical education and ultimately return to their communities to practice. We would also like to request council's assistance to identify a community champion to help raise local awareness of the Maskwa Medical Center and support fundraising efforts. A request for funding support from the Town of Beaverlodge may also be included.

Staff Familiar with topic: \_\_\_\_\_

Attached Information: \_\_\_\_\_

Notes: Limit presentation to 15 minutes

Delegate Signature: 

Date: June 3, 2026

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If you have materials/documentation to be included in the Agenda, they must be received by 1:00pm the Tuesday before the meeting you are scheduled to appear before Council.

**Any documentation submitted (including this Delegate Application) is considered "Public Information" and will appear in a Council Agenda.**

FOR OFFICE USE ONLY

Date and Time of Council Meeting to attend: June 22, 2026

Approved to Present by:  Date: \_\_\_\_\_

***Town of Beaverlodge's Legislative Meetings are being live streamed effective June 12, 2023 via Council resolution #145-2023-05-23***

 **Email**  
town@beaverlodge.ca

 **Phone**  
780-354-2201

 **Website**  
beaverlodge.ca



MASKWA

Medical Center

OPENING 2027



## Why Maskwa?

Maskwa is a Cree word, meaning **bear**.

In Cree culture, the **bear** is an important symbol representing **good medicine** and a powerful spirit used in traditional ceremony.



# Who We Are – A “Made in Alberta” Solution

Maskwa is an **innovative, Alberta-based, not-for-profit registered charity** committed to accelerating the process and improving access to medical specialists and family physicians.

Led by residents and communities of the Peace Region, Maskwa is brought together by a shared common goal of **improving quality of life and health outcomes for Northern Alberta communities.**



# Benefits to the Peace Region

The new, innovative, not-for-profit model will help the Peace Region in 3 key ways:

1

Improve access to specialists and quality of care for patients in the region

2

Help recruit, train and retain Doctors locally in the Peace Region

3

Result in no overall increase in healthcare costs for the healthcare system – overtime reducing long term health care costs



HOSPITAL  
REGIONAL  
GRANDE  
PR

PARKING LOT

PARKING LOT

PARKING LOT

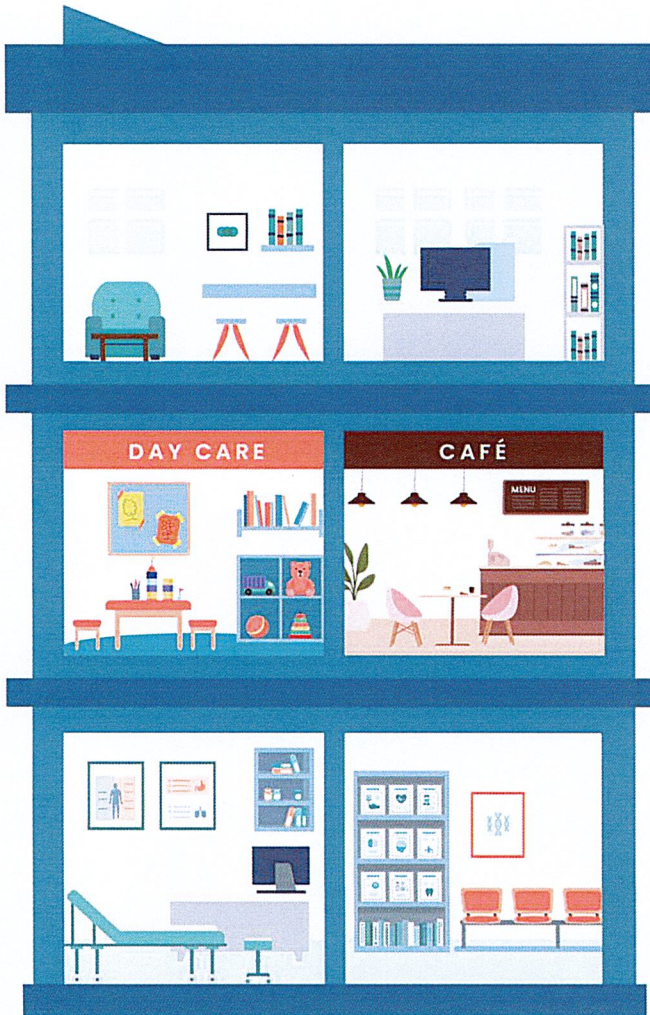
PEMWAY

Medical Center  
WASKYMA

110 STREET

PARKADE

# Maskwa Medical Center Overview



## THIRD FLOOR

### Maskwa Medical Specialist Clinic

Goal is to provide treatment plan in  
10 days from referrals

## SECOND FLOOR

### Retail

Pharmacy, medical supply business,  
daycare, restaurant, etc.

## FIRST FLOOR

### Academic Teaching Clinic

- Reduce ER visits
- 20 Family Physicians - 2 year program
- 10 Graduates per Year



# Medical School & Residency Programs

## *Three components of training to become a Doctor*

**1. Obtain a Bachelor's Degree – 4 years** – to prepare for the intense academic requirements of medical training. Degree can be of any kind (science, arts, etc)

## **2. UofA Medical School – Grande Prairie (Undergraduate Education)**

- Basic training to obtain a Medical Degree (MD) – 4 years
- Enrolling 30 students per year in the Northern Alberta Medical Program (NAMP)
- **All 4 years of Medical School delivered outside Edmonton** (Y1&2 in Grande Prairie, Y3&4 including rural/regional centers in northern AB)

## **3. UofA Residency Programs – Grande Prairie (Postgraduate Education)**

- Rural Family Medicine Residency – 2 years
- Year 1 – Family Medicine Learning occurs with Family Medicine Associates... **on the First Floor of the Maskwa Medical Center!**
- Regional Site for other Specialties – 4-5 years –Surgery, Internal Medicine, Obstetrics

# Maskwa Specialist Clinic

The Maskwa Medical Specialist Clinic will be a **leading medical clinic in Alberta, Canada for the diagnosis of medical conditions that are complex and difficult to diagnose.**

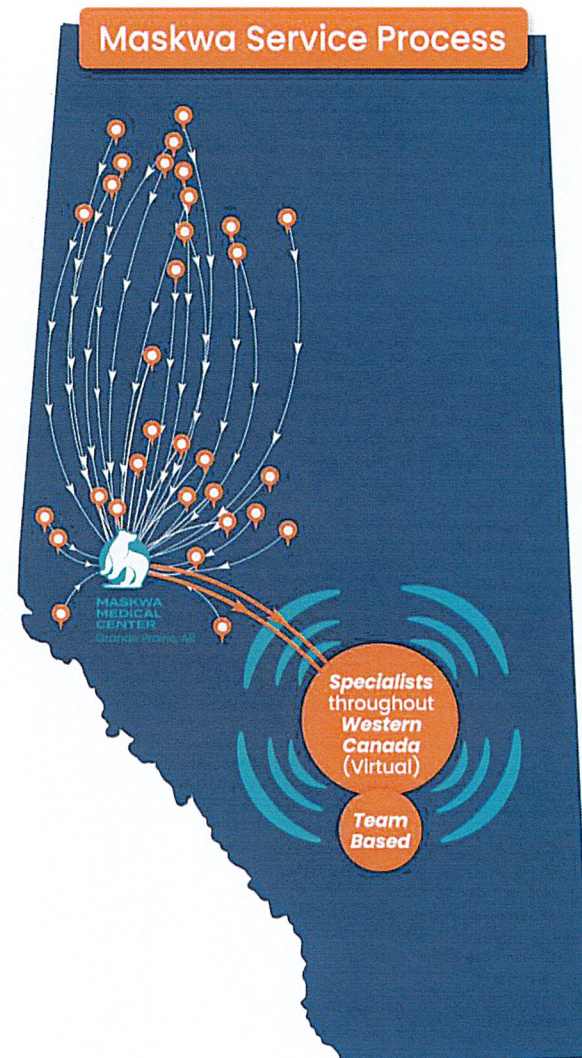
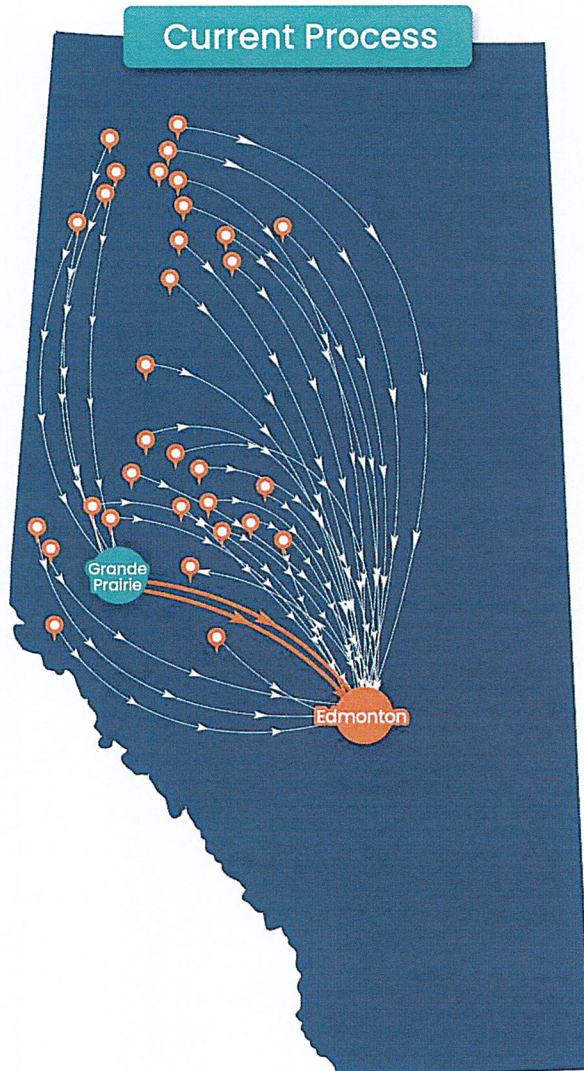
**Bringing together top specialists and subspecialists** from across the province **to provide a timely diagnosis and treatment planning** for patients will **reduce the burden on patients and their families** of prolonged uncertainty and the need for costly, disruptive and time-consuming trips to larger urban centers to access specialist diagnostic expertise.

Our goal is to set up patients with a **treatment plan within 10 days** of walking through the Center's doors ensuring patients **do not get stuck in the referral cycle** contributing to **improved health outcomes and quality of life for patients** and their families and cost savings for both the families and Alberta's health system.

**There are NO FEES charged to patients**



# Efficiency Matters



Early Diagnosis & Treatment Planning  
Reduced costs to patients & families

# Where We Are At Today

- 60-year land agreement with NWP – Signed
- University of Alberta 25-year tenant agreement for first floor – Finalized
- Facility tenants – Signed offers to lease for daycare & pharmacy; (restaurant still under consideration)
- Application for Specialist clinic funding to AB Health – Approved
- Building Contractor – Clark Builders, 70% local trades – Contract Total \$35.7M
- Construction Commenced – June 2, 2025
- Pedway – Approval received from AB Infrastructure
- Capital Fundraising – In progress – \$18.5M+ to date
- Gift in kind contributions to construction – Anticipated to be \$2M+
- \$15M Capital Provincial Funding for facility – Pending
- Tenant Improvements from Jan – May 2027
- Anticipated facility opening in June 2027

# Current Construction Schedule

June 2025  
Kick-off

May 2026  
Main Structure

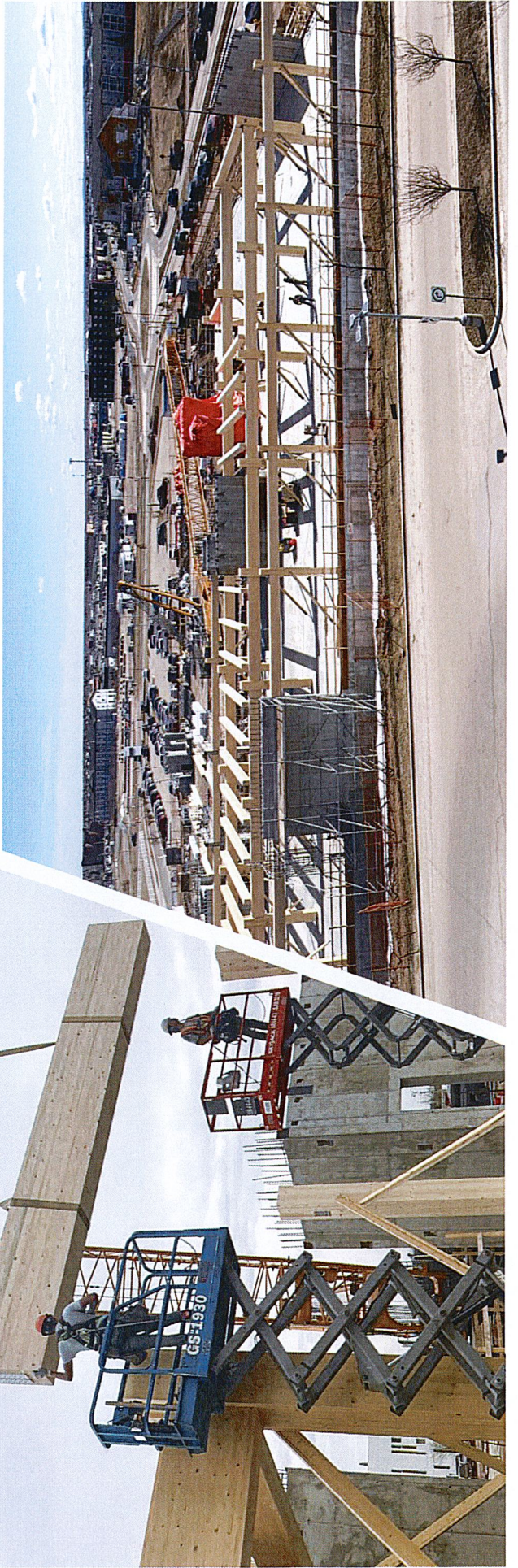
August 2026  
Complete Watertight  
Building Envelope

December 2026  
Complete Base Building Construction

May 2027  
Occupancy







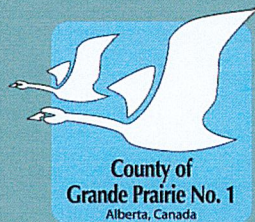




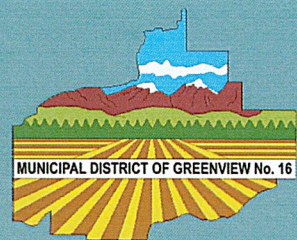
# Funding & Community Partners



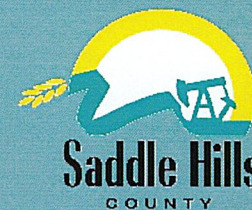
City of  
Grande Prairie



County of  
Grande Prairie



Municipal District  
of Greenview



Saddle Hills  
County



Big Lakes  
County



Northern Sunrise  
County



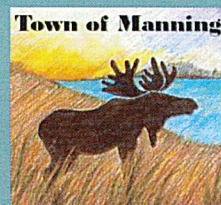
Municipal District  
of Fairview



Clear Hills  
County



Municipal District  
of Peace



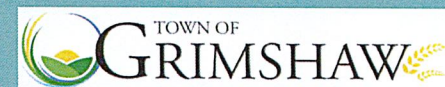
Town of  
Manning



Town of  
Sexsmith



Town of  
Falher



Town of  
Grimshaw

# Funding & Community Partners

AltaGas via NAF  
Apex Security  
Aquatera  
Barb & Al Side Family Fund via NAF  
Bonnett's Energy Corp  
Brandt  
Caltech  
Canadian Forest Products Ltd.  
Canwest  
Cenovus  
Coreen Evaskevich Family  
County Pump Out  
Culligan Water  
David Friesen  
Derenisky Family  
Drysdale Family  
Edward's Factory Outlet  
Elite Vac & Steam  
Enframe Construction  
Eric & Lilliane Dyck  
First Alert Locating  
Gamehost

GP Petroleum Association  
GP Reload  
Hennigar Family  
Helix Engineering Ltd.  
Hi-Drive Contracting  
Horizon North  
Hoyseth Family  
Iris Halwa Family  
JDA Oilfield Hauling & Cranes  
Keyera  
Kit Office Plus  
Longmate Family  
Marmit Plastics  
Malekoff Family  
McClelland Family  
MNP Community Forward Fund via NAF  
NAKODA Energy Services  
National Car Rental  
Nine10  
Neil Family  
Northern Mat & Bridge  
Pembina

Pollock Family  
RBC Foundation  
Rentco Equipment  
Rhonda Side & Jeremy Walker  
Rycroft Family Reunion  
Sears Family  
SECURE Waste Management  
Sexsmith Vipers Jr B Hockey  
Steinke Family  
Stringam LLP  
Teepee Creek Hauling  
Terrace Construction  
Trican GP Social Fund  
TriTech Safety & Training  
UFA Community Foundation  
Victoria's Attic Support the Girls  
Wapiti Carriers  
Weyerhaeuser  
Wheaton Chevrolet  
Windsor Ford  
Xcel Automation Ltd.



**Private & Family Contributions**  
\$2,022,950 in donations to date



**Board Member Contributions**  
\$600,000 in donations to date  
Over 35,000 volunteer hours  
Over 80,000 km in travel

**NAF**

**Northwestern Alberta  
Foundation**  
Partner in Community  
Engagement & Funding  
Programming

## How you can help

Maskwa Medical Center respectfully requests that Council consider a **contribution of \$170 per resident** toward the construction of this vital facility.

### Your support will benefit the region by:

- ✓ Helping to retain, but also attract Doctors to the area
- ✓ Improve quality of care for patients in the region
- ✓ Improve employee retention in the region due to improved access to healthcare
- ✓ Invest in research, education and healthcare in NW Alberta

$$2454 \times \$170 = \$417,180$$

Town of Beaverlodge Population (AB Dashboard 2025)      per resident      Investment

$$\begin{aligned} & \$35\text{M} \\ & \text{PROJECT CAPITAL COST} \\ & \text{(Current Estimate with Contingency)} \\ & \div \\ & 207,716 \\ & \text{NW ALBERTA RESIDENTS} \\ & \text{(2023 Population)} \\ & = \\ & \$168 / \text{resident} \\ & \text{CAPITAL COST PER} \\ & \text{NW ALBERTA RESIDENTS} \end{aligned}$$



How you can help: Partner with Maskwa to...

**Raise awareness of the Northern Alberta Medical Program (NAMP) among students in your community**

Help inspire the next generation of healthcare professionals from your community!

**Identify a community champion to help raise local awareness of the Maskwa Medical Center and support fundraising efforts**

Help strengthen local connections by engaging a community leader to share Maskwa's mission and inspire support.

# Contacts for Information

## **Ken Drysdale**

Chairman of the Board

[kdrysdale@maskwamedical.ca](mailto:kdrysdale@maskwamedical.ca)

780-831-0796

## **Maskwa Medical Center**

Jessie Urness, Executive Assistant

[jurness@maskwamedical.ca](mailto:jurness@maskwamedical.ca)

780-882-0194

[www.maskwamedical.ca](http://www.maskwamedical.ca)



@Maskwamedicalcenter



@Maskwa-medical-center



**TOWN OF BEAVERLODGE**

**ATCO Gas Franchise Agreement Bylaw No. 1042**

**A BYLAW OF THE TOWN OF BEAVERLODGE (the Municipality) TO AUTHORIZE THE MAYOR AND ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH ATCO GAS LTD. (the Company) TO RENEW AN AGREEMENT WITH AND TO CONFER A FRANCHISE ON THE COMPANY TO DELIVER NATURE GAS TO CUSTOMERS WITHIN THE MUNICIPALITY.**

**Whereas**, the Company has requested a franchise be granted to provide natural gas services to customers within the Municipality;

**And Whereas**, it is deemed that such an agreement would be of benefit to customers within the Municipality;

THEREFORE under the authority of the Municipal Government Act, R.S.A. 2000, Chapter M-26, Part 3, Division 3, Section 45-47 be it enacted that the Mayor and Administrator be authorized to sign the agreement which is attached to and forming part of this bylaw and marked as Schedule "A" between the Municipality and the Company to renew an agreement with and to confer a franchise on the Company to deliver natural gas services within the Municipality;

This bylaw shall come into force upon the agreement being approved by the Alberta Utilities Commission for the Province of Alberta, and upon being given Third reading and finally passed.

Read a first time on this \_\_\_\_ day of \_\_\_\_\_, 2026.

Read a second time on this \_\_\_\_ day of \_\_\_\_\_, 2026.

Read a third time and passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed, and the remainder of the bylaw is deemed valid.

Schedule "A"

**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

2026

**BETWEEN:**

**TOWN OF BEAVERLODGE**

**- AND -**

**ATCO GAS AND PIPELINES LTD.**

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**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

BETWEEN

**TOWN OF BEAVERLODGE**, a municipality  
located in the Province of Alberta (the  
“Municipality”)

OF THE FIRST PART

– and –

**ATCO GAS AND PIPELINES LTD.**, a  
corporation having its head office at the City of  
Edmonton, in the Province of Alberta (the  
“Company”)

OF THE SECOND PART

WHEREAS by Agreement dated November 12, 1964, made between the Company and the Municipality a franchise was granted to the Company to supply natural gas to the Municipality and its inhabitants, for a period of twenty (20) years;

WHEREAS by Renewal Agreement August 26, 1985, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Renewal Agreement July 6, 1993, the Agreement was amended;

WHEREAS by Renewal Agreement December 11, 1995, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated December 15, 1999, the Municipality consented to the assignment of the Franchise Agreement by Northwestern Utilities Limited to ATCO Gas and Pipelines Ltd.;

WHEREAS by Renewal Agreement dated February 27, 2006, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Renewal Agreement effective June 14, 2011, the Agreement was renewed and extended for a period of fifteen (15) years;

WHEREAS the Municipality desires to grant and the Company, collectively the “Parties”, desires to obtain an exclusive franchise to provide Natural Gas Distribution Service within the Municipal Service Area on the terms and conditions herein contained;

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

1) **Definitions and Interpretation**

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

- a) “**Agreement**” means this Natural Gas Distribution System Franchise Agreement;
- b) “**Alternative Course of Action**” shall have the meaning set out in paragraph 14 (c);
- c) “**Commission**” means the Alberta Utilities Commission (AUC) as established under the *Alberta Utilities Commission Act* (Alberta);
- d) “**Company**” means the Party of the second part to this Agreement and includes its successors and permitted assigns;
- e) “**Construct**” means constructing, reconstructing, upgrading, extending, relocating, or removing any part of the Natural Gas Distribution System;
- f) “**Consumer**” or “**Consumers**” as the text may require, means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Natural Gas Distribution Service by the Company pursuant to the Company’s Delivery Tariff;
- g) “**Core Services**” means all those services set forth in Schedule “A” of this Agreement;
- h) “**Delivery Tariff**” means the rates and Terms and Conditions of service approved by the Commission from time to time on an interim or final basis, as the case may be, for the Company to deliver Natural Gas to the Consumer;
- i) “**Electronic Format**” means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- j) “**Extra Services**” means those services set forth in Schedule “B” that are requested by the Municipality for itself or on behalf of its citizens and provided by the Company in accordance with paragraph 7 of this Agreement;
- k) “**GUA**” means the *Gas Utilities Act* (Alberta);
- l) “**Intended Time Frame**” shall have the meaning set out in paragraph 14 (c);

- m) “**Maintain**” means to maintain and keep in good repair any part of the Natural Gas Distribution System;
- n) “**Major Work**” means any Work to Construct or Maintain the Distribution System that costs more than one-hundred thousand (\$100,000.00) dollars;
- o) “**MGA**” means the *Municipal Government Act* (Alberta);
- p) “**Modified Plans**” shall have the meaning set out in paragraph 14 (c)(ii);
- q) “**Municipality**” means the Party of the first part to this Agreement;
- r) “**Municipal Compensation**” shall have the meaning set out in paragraph 20;
- s) “**Municipal Guidelines**” means applicable municipal bylaws, rules, policies, standards, protocols or procedures, and guidelines;
- t) “**Municipal Service Area**” means the geographical area within the legal boundaries of the Municipality where the Company has been granted rights hereunder in connection with, among other matters, Natural Gas Distribution Service, as altered from time to time;
- u) “**Municipal Property**” means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- v) “**Natural Gas**” means a combustible mixture of hydrocarbon gases;
- w) “**Natural Gas Distribution Service**” means the delivery of Natural Gas in accordance with the Company’s Delivery Tariff;
- x) “**Natural Gas Distribution System**” means any facilities owned by the Company which are used to provide Natural Gas Distribution Service within the Municipal Service Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Service Area and includes any Natural Gas transmission lines owned by the Company within the Municipal Service Area;
- y) “**NOVA Gas Transmission Ltd. (NGTL)**” means NGTL and its successors, as applicable, for purposes of paragraph 5 g) of this Agreement. For greater certainty, the provisions of paragraph 5 g) may only apply in relation to franchises held by ATCO;
- z) “**Operate**” means to operate the Natural Gas Distribution System, or to interrupt

or restore service in any part of the Natural Gas Distribution System, in a safe and reliable manner;

~~z)~~aa)        “**Party**” means any party to this Agreement and “**Parties**” means all of the parties to this Agreement;

~~aa)~~bb)        “**Plans and Specifications**” means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuance of any approval that may be required under this Agreement;

~~bb)~~cc)        “**Term**” means the term of this Agreement set out in paragraph 2;

~~ee)~~dd)        “**Terms and Conditions**” means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;

~~dd)~~ee)        “**Work**” means any work to Construct or Maintain the Natural Gas Distribution System; and

~~ee)~~ff)        “**Work Around Procedures**” shall have the meaning set out in paragraph 14 (c)(ii).

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

## **2) Term**

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:
  - i. The **first (1<sup>st</sup>) day of November 2026**; and
  - ii. the first (1<sup>st</sup>) business day after both of the following have occurred:
    - A. the Commission has approved and acknowledged this Agreement; and

B. Council of the Municipality has passed third reading of the applicable adopting bylaw

- b) This Agreement will expire on the **first (1<sup>st</sup>) day of November 2036**.
- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

**3) Expiry of Term of Agreement**

- a) Provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Term of its intention to negotiate a new franchise agreement, at any time following the expiration of the Term, and if the Municipality has not provided written notice to the Company to exercise its rights to purchase the Natural Gas Distribution System, either Party may submit any items in dispute pertaining to a new franchise agreement to binding arbitration by the Commission.
- b) Subject to subparagraph 3c) of this Agreement, upon expiry of the Term, this Agreement will continue in effect pursuant to the provisions of the MGA.
- c) Commencing one (1) year following the expiration of the Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph 3a), or the Municipality has given written notice to purchase the Natural Gas Distribution System, this Agreement will be amended to provide the following:
  - i. Fifty percent (50%) of the franchise fee otherwise payable under this Agreement to the Municipality will be held back and deposited in trust in an interest bearing trust account by the Company, for the sole benefit of the Municipality. The trust money along with all accumulated interest will be paid to the Municipality immediately upon execution of another Natural Gas Franchise Agreement with the Company, or if the Municipality purchases the Natural Gas Distribution System, or if the Company transfers or sells the Natural Gas Distribution System, or upon further Order of the Commission.
- d) In the event a franchise agreement template is approved by the Commission during the Term of this Agreement and the provisions are materially different from the provisions of this Agreement, the Parties may, by agreement in writing, amend this Agreement to conform to such franchise agreement template.

**4) Grant of Franchise**

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area to:

- i. provide Natural Gas Distribution Service;
  - ii. Construct, Operate, and Maintain the Natural Gas Distribution System; and
  - iii. use portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas Distribution Service or to Construct, Operate and Maintain the Natural Gas Distribution System.
- b) Subject to subparagraph 4c) , and to the terms and conditions hereof, the Municipality agrees it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any natural gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas distribution service or to Construct, Operate and Maintain a Natural Gas distribution system, for the purpose of delivering Natural Gas in the Municipal Service Area for Consumers, so long as the Company delivers the Consumers' requirements of Natural Gas.
- c) The Company agrees to:
- i. bear the full responsibility of an owner of a Natural Gas distribution system and to ensure all services provided pursuant to this Agreement are provided in accordance with the Delivery Tariff, insofar as applicable;
  - ii. Construct, Operate and Maintain the Natural Gas Distribution System;
  - iii. use designated portions of roads, rights-of-way, and other lands including other lands owned, controlled or managed by the Municipality necessary to Construct, Operate and Maintain the Natural Gas Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and
  - iv. use the Municipality's roads, rights-of-way and other Municipal Property granted hereunder solely for the purpose of providing Natural Gas Distribution Service and any other service contemplated by this Agreement.

## **5) Franchise Fee**

- a) Calculation of Franchise Fee

In consideration of the rights granted pursuant to paragraph 4 and the mutual covenants herein and subject to Commission approval the Company agrees to

collect from Consumers and pay to the Municipality a franchise fee. The Parties agree s. 360(4) of the *MGA*, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge, demand charge, but excluding the cost of Natural Gas (being the calculated revenues from the Natural Gas cost recovery rate rider or the deemed cost of Natural Gas and Natural Gas supply related riders) in that year for Natural Gas Distribution Service within the Municipal Service Area.

For the first (1<sup>st</sup>) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be eleven point five percent (11.5%).

By no later than September 1<sup>st</sup> of each year, the Company will:

- i. advise the Municipality in writing of the total revenues that were derived from the Delivery Tariff within the Municipal Service Area for the prior calendar year; and
- ii. with the Municipality's assistance, provide in writing an estimate of total revenues to be derived from the Delivery Tariff within the Municipal Service Area for the next calendar year.

b) Adjustment to the Franchise Fee

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

If the Municipality wishes to amend the franchise fee percentage, then the Municipality will, no later than November 1<sup>st</sup> in any year of the Term, advise the Company in writing of the franchise fee percentage to be charged for the following calendar year. Upon receipt of notice, the Company will work with the Municipality to ensure all regulatory requirements are satisfied on a timely basis and agrees to use best efforts to obtain approval from the Commission for implementation of the proposed franchise fee percentage as and from January 1<sup>st</sup> of the following calendar year.

If the Municipality provides written notice at any other time with respect to a franchise fee change, the Company will implement the new franchise fee percentage as soon as reasonably possible.

c) Notice to Change Franchise Fee

Prior to implementing any change to the franchise fee, the Municipality will notify its intent to change the level of the franchise fee and the resulting effect such change will have on an average residential Consumer's annual Natural Gas bill

through publication of a notice once in the newspaper with the widest circulation in the Municipal Service Area at least forty five (45) days prior to implementing the revised franchise fee. A copy of the published notice will be filed with the Commission.

d) Payment of Franchise Fee

The Company will pay the Municipality the franchise fee amount billed to Consumers on a monthly basis within forty-five (45) days after billing Consumers.

e) Franchise Fee Cap

The franchise fee percentage will not at any time exceed thirty five percent (35%) without prior Commission approval.

f) Reporting Considerations

Upon request, the Company will provide to the Municipality, along with payment of the franchise fee amount information on the total Delivery Tariff billed, the franchise fee percentage applied, and the derived franchise fee amount used by the Company to verify the payment of the franchise fee amount as calculated under this paragraph 5.

g) Franchise Fees Collected from NOVA Gas Transmission Ltd. Customers

In the event certain customers in the Municipal Service Area connected to the Company's Natural Gas Distribution System are customers of the NOVA Gas Transmission Ltd. (NGTL), a franchise fee will be collected from such customers by NGTL in accordance with NGTL's applicable tariff and such franchise fee once remitted to the Company will be aggregated with the franchise fee as calculated in paragraph 5 a) to be dealt with in accordance with paragraph 5 d).

**6) Core Services**

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

**7) Provision of Extra Services**

Subject to an agreement being reached, the Company agrees to provide to the Municipality the Extra Services, if any, set forth in Schedule "B", as requested by the Municipality from time to time. The Company is entitled to receive from the Municipality a reasonable amount for full compensation for the provision of the Extra Services in accordance with Schedule "B". The Company and the Municipality may

amend Schedule "B" from time to time upon mutual agreement.

Any breach by the Company in connection with the provision of any Extra Services contained in this Agreement will not constitute a breach of a material provision of this Agreement for the purposes of paragraph 9.

## 8) Municipal Taxes

(a) Amounts payable to the Municipality pursuant to this Agreement will be (without duplication) in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment.

(b) The Municipality agrees that the Company shall be permitted to apply to the Commission, from time to time during the Term of this Agreement, for approval of a rider for the purpose of charging to Consumers on their utility bills any material incremental costs, levies, or charges arising from Municipal Guidelines, provided that such application shall not be made by the Company unless and until such prudently incurred costs that are not, at the applicable time, funded through rates exceed fifty thousand dollars (\$50,000), as adjusted pursuant to paragraph 8)c). The Municipality further agrees that it will provide relevant technical information for any such rider application filed by the Company with the Commission, if reasonably requested by the Company. The Municipality additionally agrees that it shall support the Company's efforts to obtain approval of such cost recovery, including, as the context may require, providing letters of support or participating in Commission proceedings in a manner consistent with such support.

(c) Notwithstanding paragraph 8)b), the fifty thousand dollar (\$50,000) threshold set forth therein shall be adjusted for inflation and increased each calendar year during the Term.

## 9) Right to Terminate on Default

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

## **10) Sale of Natural Gas Distribution System**

Upon the expiration of the Term of this Agreement or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction the Municipality may, subject to the approval of the Commission under Section 47 of the MGA:

- i. exercise its right to require the Company to sell to it the Natural Gas Distribution System within the Municipal Service Area pursuant to the provisions of the MGA, where applicable; or
- ii. if such right to require the Company to sell the Natural Gas Distribution System is either not applicable or has been repealed, require the Company to sell to it the Natural Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters will be referred to the Commission for determination.

## **11) Provision of Detailed Plans and Equipment**

### **a) Detailed Plans**

The Company agrees to provide to the Municipality for the Municipality's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and alignments of the Natural Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in Electronic Format, where available, together with as many prints of the overall Natural Gas Distribution System as the Municipality may reasonably require. These plans and plan sheets will be updated by the Company on at least an annual basis.

The Municipality will, upon reasonable request, provide to the Company any subdivision development plans of the Municipality in hard copy and in Electronic Format, where available. The subdivision development plans are provided to the Company for the sole purpose of assisting the Company in delivering Natural Gas to the Consumer.

### **b) Provision of Equipment**

The Company agrees to provide the Municipality's fire department with the equipment necessary for the operation of curb boxes and service valves. In case of fire, the service valves may be turned off by the fire department if they reach a fire before the Company's representative. The Municipality will notify one of the

Company's representatives of fires which may affect the Natural Gas Distribution System and/or the operations thereof as quickly as reasonably possible or, in the event they cannot reach a Company representative, the Municipality will advise the Company's standby personnel of such fires. The Company will ensure its representatives reasonably cooperate with the Municipality in preventing, controlling and investigating fires involving or affecting the Natural Gas Distribution System.

## **12) Right of First Refusal to Purchase**

- a) If during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of, or purchase the Natural Gas Distribution System within the Municipal Service Area, which the Company is willing to accept, then the Company will promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality will during the next one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase the Natural Gas Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.

Notwithstanding the foregoing, in the event the Municipality fails or refuses to exercise its right of first refusal, the Municipality will retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 20 below. For the purposes of this paragraph 12, "operate, take control" will not be construed as including the subcontracting by the Company of only some portions of its operations where the Company continues to be responsible for the performance of this entire Agreement;

- b) If the Municipality does not exercise its right of first refusal and the said bona fide offer the Company is willing to accept does not proceed to closure, the Municipality retains its right of first refusal on any other offer.
- c) This right of first refusal applies where the offer pertains only to the entire Natural Gas Distribution System. The right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal will be of no force and effect and will not apply.
- d) Where the Municipality exercises its rights to purchase the Natural Gas Distribution System from the Company and thereby acquires the Natural Gas Distribution System, the Municipality agrees, should it no longer wish to own the Natural Gas Distribution System within five (5) years after it acquires the said system and the Municipality receives any bona fide offer from an arms-length third party to purchase the Natural Gas Distribution System, which it is willing to accept, then it will promptly give written notice to the Company of the terms and conditions of such offer. The Company will during the next one hundred and twenty (120) days have the first right of refusal to purchase the Natural Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer.

- e) The Municipality's right of first refusal will not apply where the Company has agreed to transfer the Natural Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:
  - i. the third party utility can demonstrate to the reasonable satisfaction of the Municipality that it meets the necessary technical and financial requirements to own and operate the Natural Gas Distribution System;
  - ii. the only consideration that will be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Natural Gas Distribution System;
  - iii. there is no adverse impact to the Municipality resulting from the transfer and exchange above referenced as determined by the Commission;
  - iv. the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the transfer and exchange; and
  - v. full compensation is paid to the Municipality for all reasonable costs including administrative and legal costs incurred by the Municipality in ensuring all of the conditions i) through iv) above are satisfied.

### **13) Construction and/or Maintenance of Natural Gas Distribution System**

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

Before undertaking any Major Work, or in any case in which the Municipality specifically requests any Major Work, the Company will submit to and obtain the written approval from the Municipality, or its authorized officers, of the Plans and Specifications for the proposed Major Work and its location. Approval by the Municipality granted in accordance with this paragraph will be limited to an approval of the location and alignment of the Major Work only, and will not signify approval of the structural design or the ability of the work to perform the function for which it was intended.

Prior to commencing the Work, the Company will obtain such other applicable permits as are required by the Municipality. The Company will notify the Municipality of all Work done within the Municipal Service Area prior to commencing the Work where reasonably practicable. However, only Major Work is subject to a formal approval process.

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

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

b) Restoration of Municipal Property

The Company agrees when it or any agent employed by it undertakes any Work on any Municipal Property, the Company will complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, and unless otherwise agreed to by the Parties, the Company will forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear and to the satisfaction of the Municipality acting reasonably.

The Company will, where reasonably practicable and prudent, locate its pipelines and related equipment in lanes and alleys rather than in the streets and main thoroughfares.

The Company further covenants it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Natural Gas Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company will use commercially reasonable efforts to not interfere with existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipality Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it will cause such damage to be repaired at its own cost.

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

c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Natural Gas Distribution

System are of an urgent nature where the operation or reliability of the Natural Gas Distribution System is materially compromised or potentially materially compromised, the Company will be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the Municipality and, unless otherwise specified by the Municipality, the Company will provide notice to the Municipality as soon as practicable and, in any event, no later than seventy-two (72) hours after the repairs are commenced.

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

Following completion of the Major Work, the Company will provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format, where available and upon request, the Company will provide the Municipality with a hard copy of the materials within three (3) months of the request. The Company will provide the Municipality with copies of any other revised Plans and Specifications as reasonably requested by the Municipality. For the purposes of this paragraph and paragraph 11, the Company may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

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

f) Approvals

Where any approvals are required to be obtained from either Party under this paragraph, such approvals will not be unreasonably withheld.

The Company will ensure all Work is performed in accordance with the requirements

of all applicable legislation, rules and regulations. The Company will immediately notify the Municipality of any lien, claim of lien or other action of which it has or reasonably should have knowledge, and will cause the same to be removed within thirty (30) days (or such additional time as the Municipality may allow in writing), failing which the Municipality may take such action as it reasonably deems necessary to remove the same and the entire cost thereof will be immediately due and payable by the Company to the Municipality.

**14) Responsibilities for Cost of Relocations**

- a) Upon receipt of one (1) year's notice from the Municipality, the Company will, at its own expense, relocate to Municipal Property such part of the Natural Gas Distribution System that is located on Municipal Property as may be reasonably required by the Municipality due to planned municipal construction. In order to encourage the orderly development of Municipal facilities and the Natural Gas Distribution System, the Municipality and the Company agree they will meet regularly to:
  - i. review the long-term facility plans of the Municipality and the Company; and
  - ii. determine the time requirements and costs for final design specifications for each relocation. Providing the Municipality is not the developer requesting the relocation for commercial or residential resale to third parties, the Company will bear the expenses of the required relocation.
- b) Notwithstanding the foregoing, the Company will not be required to move any part of the Natural Gas Distribution System after receipt of notice from the Municipality in accordance with this paragraph where:
  - i. the Company has illustrated to the satisfaction of the Municipality, acting reasonably, an appropriate Alternative Course of Action is available;
  - ii. the Municipality has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and
  - iii. the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure the Municipality will be left with sufficient time to complete the said planned municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Company utilizing the Alternative Course of Action).
- c) For the purposes of this paragraph 14, the term "Alternative Course of Action" will mean any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative

Course of Action and any additional costs which the Municipality may incur and which the Company will be required to pay in accordance with this paragraph 14 and “Intended Time Frame” will mean the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Natural Gas Distribution System in accordance with this paragraph 14.

If the Municipality agrees to permit the Company to utilize an Alternative Course of Action, the Company will pay any and all costs incurred in carrying out the Alternative Course of Action and will pay on demand to the Municipality (on a full indemnity basis) any and all costs incurred by the Municipality:

- i. in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the Municipality;
- ii. in modifying any plans the Municipality may have prepared in respect of the said municipal construction (“Modified Plans”) or in preparing or developing plans and procedures (“Work Around Procedures”) to work around the Natural Gas Distribution System or any improvement, thing, or component utilized by the Company in effecting the Alternative Course of Action; and
- iii. in the course of conducting the said planned municipal construction where such costs would not have been incurred by the Municipality if the Company had relocated the Natural Gas Distribution System in accordance with this paragraph 14 (including any reasonable additional cost the Municipality may incur in completing the said municipal construction in accordance with the Modified Plans or in effecting any Work Around Procedures).

d) The following example illustrates the intended application of the foregoing provisions:

Where:

- i. The Municipality requires the Company to move a Natural Gas line so the Municipality can replace its own sewer lines. The cost of moving the Natural Gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the Natural Gas line is \$40,000;
- ii. The Company proposes to simply brace the Natural Gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;
- iii. As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000); the Company is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of

\$3,000 to the Company).

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

If the Company fails to complete the relocation of the Natural Gas Distribution System or fails to repair or do anything else required by the Company pursuant to this subparagraph without valid justification and in a timely and expeditious manner to the satisfaction of the Municipality's representative, acting reasonably, the Municipality may, but is not obligated to, complete such relocation or repair and the Company will pay the reasonable costs of such relocation or repair forthwith to the Municipality. If the Municipality chooses to complete such relocation or repair the Municipality will ensure such work is completed using the Company's design specifications and standards, as provided by the Company, including the use of good and safe operating practices.

The Municipality is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Natural Gas Distribution System which may occur during its installation, maintenance or removal by the Company, nor is the Municipality liable to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company including claims for loss of revenue or loss of profits, on account of the actions of the Municipality, its agents or employees, working in, under, over, along, upon and across its highways and rights-of- ways or other Municipal Property other than direct loss or damage to the Company caused by the negligence or willful misconduct of the Municipality, its agents or employees.

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

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

#### **15) Natural Gas Distribution System Expansion**

Subject to the Terms and Conditions, and at no cost to the Municipality unless otherwise provided for under the Terms and Conditions, the Company will, on a timely basis, use its best efforts on a commercially reasonable basis to meet the Natural Gas Distribution System expansion requests of the Municipality or a Consumer and provide the requisite facilities for connections for new Consumers to the Natural Gas Distribution System.

#### **16) Increase in Municipal Boundaries**

Where the Municipality increases its geographical area, through annexation or

amalgamation, as understood under the MGA, by the greater of 640 acres and twenty five (25%) percent of the current area or more, the Municipality will have the option to:

- a) terminate this Agreement provided the Municipality gives notice in writing to the Company of its intention to do so; or
- b) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or amalgamation as understood under the MGA, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

#### **17) Joint Use of Municipal Rights-of-Way**

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

The Municipality will upon written notice to the Company have, for any reasonable municipal purpose, the right to make use of any municipal rights-of-way granted to the Company by the Municipality, provided such use complies with good and safe operating practices, as determined by the Company acting reasonably, applicable legislation, and does not unreasonably interfere with the Company's use thereof, at no charge to the Municipality. The Municipality is responsible for its own costs and any necessary and reasonable costs incurred by the Company including the costs of any alterations that may be required in using municipal rights-of-way.

##### **b) Third Party Use and Notice**

If any third party, including other utilities, desire to jointly use the municipal rights-of-way, the Company agrees it will not grant the third party joint use except in accordance with this paragraph, or unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees the following procedure will be used in granting permission to third parties desiring joint use of the municipal rights-of-way:

- i. first, the third party will be directed to approach the Company to initially request conditional approval from the Company to use that part of the municipal rights-of-way it seeks to use;
- ii. second, upon receiving written conditional approval from the Company, the third party will be directed to approach the Municipality to obtain its written approval to jointly use that part of the municipal rights-of-way. As a condition of granting its consent, the Municipality may require such third party enter into an

agreement with the Municipality, and such agreement may require such third party pay compensation to the Municipality; and

- iii. third, upon receiving written conditional approval from the Municipality, the third party will be directed to obtain final written approval from the Company to jointly use that part of the municipal rights-of-way. Once a joint use agreement has been entered into between the Company and the third party, it will not be subsequently amended without the written consent of the Municipality (which consent will not be unreasonably withheld).

c) Cooperation

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the municipal rights-of-way located on Municipal Property.

d) Payment

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

The compensation paid or to be paid by such third party to the Company for the joint use of any portion of the municipal rights-of-way will be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality's right to intervene in any related regulatory proceeding.

e) Provision of Agreements

Upon reasonable request by the Municipality, copies of these agreements will be updated by the Company and provided to the Municipality at no cost to the Municipality.

**18) Municipality as a Retailer**

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

**19) Reciprocal Indemnification and Liability**

- a) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal

costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:

- i. any breach by the Company of any of the provisions of this Agreement; or
  - ii. the negligence or willful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- b) The Municipality will indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:
- i. any breach by the Municipality of any of the provisions of this Agreement; or
  - ii. the negligence or willful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the Municipality.
- c) Notwithstanding anything to the contrary herein contained, in no event will the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

## **20) Assignment**

In the event the Company agrees to sell the Natural Gas Distribution System to a third party purchaser, the Company will comply with paragraph ~~1012~~ above. In addition, the Company will request the third party purchaser confirm in writing it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the Municipality with reasonable prior written notice of a sale of the Natural Gas Distribution System to a third party purchaser. The Parties will thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of the Agreement, and the compensation payable to the Municipality for all costs including administrative and

legal costs relating to providing its written consent to the Assignment (“Municipal Compensation”).

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees the Municipality may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the Municipality, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the Municipality’s concern.

Should the Municipality not reply within the thirty (30) day period, it is agreed the Municipality will be deemed to have consented to the assignment. The Company further agrees when it applies to the Commission for approval of the sale, it will include in the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality will have the right to make its own submissions to the Commission.

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

Where the Commission approves such sale of the Natural Gas Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement and the payment of the Municipal Compensation for its consent to the Assignment subject to Commission approval, the Company will be released from all its liabilities and obligations thereunder.

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

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, will provide written notice to the Municipality indicating it will assume all liabilities and obligations of the Company under this Agreement.

Any disputes arising under the operation of this paragraph will be submitted to the Commission for determination.

## **21) Notices**

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

To the Company:

ATCO Gas and Pipelines Ltd.  
Attention: Vice President, Operations  
5302 Forand Street  
Calgary, Alberta, T3E 8B4  
Phone: (403) 292-7500

To the Municipality:

Town of Beaverlodge  
Attention: Chief Administrative Officer  
PO Box 30, 400-10th Street  
Beaverlodge, Alberta, T0H 0C0  
Phone: (780) 354-2201

- b) The date of receipt of any such notice as given above, will be deemed to be as follows:
- i. In the case of personal service, the date of service;
  - ii. In the case of registered mail, the seventh (7th) business day following the date of delivery to the Post Office, provided, however, in the event of an interruption of normal mail service, receipt will be deemed to be the seventh (7th) day following the date on which normal service is restored; or
  - iii. In the case of delivery in Electronic Format, the date the notice was actually received by the recipient or, if not a business day, then the next business day.

## **22) Interruptions or Discontinuance of Delivery Service**

Subject to its Delivery Tariff, the Company will use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of

Natural Gas Distribution Service to any Consumer. However, the Company reserves the right to do so for any one of the following reasons:

- a) Where the Company is required to effect necessary repairs or changes to the Natural Gas Distribution System;
- b) On account of or to prevent fraud or abuse of the Natural Gas Distribution System;
- c) On account of defective aspects of the Natural Gas Distribution Systems which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where required, under the Terms and Conditions, due to a Consumer's non-payment of Natural Gas bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Natural Gas Distribution Service, it will notify the Municipality in writing as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Natural Gas Distribution Service, the Company will provide notice (in a format acceptable to the Municipality) as soon as is practicable in the circumstances.

### **23) Dispute Settlement**

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

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

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the

dispute resolved by an arbitration panel in accordance with the following procedure.

Each Party will appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators will, together, appoint a third arbitrator within twenty-five (25) business days of written notice for arbitration. The dispute will be heard by the arbitration panel within forty-five (45) business days of the written notice for arbitration unless extended by mutual agreement between the Parties. The arbitration panel will render a decision within twenty (20) business days of the last day of the hearing.

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

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

#### **24) Application of Water, Gas and Electric Companies Act**

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

#### **25) Force Majeure**

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

such Party could not have been prevented. Lack of finances will be deemed not to be an event of “force majeure”.

**26) Terms and Conditions**

The Terms and Conditions applicable to the Company and approved by the Commission, as revised or amended from time to time by the Commission, will apply to the Municipality. Nothing in this Agreement is intended to supersede the Terms and Conditions.

**27) Not Exclusive Against His Majesty**

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

**28) Severability**

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

**29) Amendments**

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

**30) Waiver**

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party.

The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in

respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

**31) Confidentiality**

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

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

**Municipality**

**Company**

PER: \_\_\_\_\_  
Name  
Mayor

PER: \_\_\_\_\_  
Corinne Severson  
Vice President, Operations

PER: \_\_\_\_\_  
Name  
Chief Administrative Officer

PER: \_\_\_\_\_  
Shane Ellis  
Vice President, Engineering &  
Construction

## SCHEDULE "A" Core Services

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

- 1) The Company will deliver Natural Gas to the Consumers in accordance with the Company's Terms and Conditions, the Company's Distribution Tariff, the GUA, any regulations thereto, and any Commission orders and decisions.
- 2) The Company will install all Natural Gas facilities required to provide service to the Consumers in accordance with all applicable regulations, codes, applicable standards and common industry practices.
- 3) As required by legislation, the Company will provide and install all necessary regulators and meters necessary for measuring the Natural Gas supplied to each Consumer.
- 4) The Company agrees to collaborate with the Municipality's emergency response services in an effort to mutually develop emergency response procedures relating to Natural Gas emergencies.
- 5) The Company will provide personnel twenty-four (24) hours a day to investigate and make safe any suspected gas leak inside or outside the Consumer's premises.
- 6) The Company will utilize the services of qualified personnel for designing all Natural Gas facilities to satisfy all applicable regulatory codes and standards, preparing necessary work order plans and monitoring the distribution network pressures to ensure the Company's facilities will satisfy the Consumer's current and future Natural Gas delivery requirements.
- 7) The Company will provide to the Municipality, on request, copies of any and all Natural Gas Distribution Service related written or electronic, where available information or reports required to be filed with the Commission by the Company.
- 8) The Company will provide to the Municipality, upon request and to the extent the information is available, an annual report on the following standards:
  - a) **System Reliability** - will be measured by:
    - i. The number of major outages resulting in a loss of service to Consumers;
    - ii. The number of Consumers affected by each major outage; and
    - iii. The duration of each major outage.
  - b) **Consumer Satisfaction** - will be measured by:
    - i. Company-wide call centre targets and statistics (wait times, abandoned calls, call

volumes, etc.); and

ii. any Consumer complaints received by the Commission.

c) **Public Safety** - will be measured by:

- i. the number of customer injuries and/or damages due to Natural Gas Distribution System failure;
- ii. the number of line hits per total locates completed;
- iii. the number of line hits as a result of inaccurate locates;
- iv. the percentage of the area of the Municipality surveyed for leaks and yearly cathodic protection measures;
- v. the number and nature of calls received from the Municipality and any of its Municipal agencies (including fire department, police department etc.) regarding the Natural Gas Distribution System.

9) Once per year, upon request and subject to any applicable privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting or restricting such disclosure, the Company will provide to the Municipality:

- a) The total number of sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
- b) The total gigajoules (GJ) of Natural Gas consumed by Consumers billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
- c) The franchise fee revenue billed to Consumers within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two(2) years;
- d) Where the Municipality is the customer of record and the Municipality provides a list of those sites to the Company on the form provided by the Company:
  - i. The total number of those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
  - ii. The total gigajoules (GJ) of Natural Gas at those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
  - iii. The franchise fee revenue billed to those sites within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years; and

e) Such other information as may be agreed upon by the Parties from time to time.

Where privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting such disclosure prevent the Company from providing the information above, the Company will make reasonable attempts to aggregate the information so as to comply with the applicable rules. The Company will not be obligated to provide such aggregated information if it believes such aggregation will not allow the Company to comply with the applicable rules.

- 10) Upon request by either Party, the Company will meet with the Municipality. Through a mutual exchange of information the Company will keep the Municipality apprised of the Company's construction and upgrading programs planned for the Municipal Service Area and the Municipality will advise the Company of any issues or plans relating to, or potentially impacting, the Natural Gas Distribution System.

## **SCHEDULE "B" Extra Services**

Nothing in this Agreement precludes the Parties from contracting for Extra Services outside the provisions of this Agreement. In the event the Parties do elect to contract for the provision of Extra Services within the provisions of this Agreement and unless otherwise agreed upon by the Parties, nothing in this Agreement will preclude the Company from sub-contracting with third parties for the provision of Extra Services.

Subject to Commission approval, as may be required, any payments from the Municipality to the Company for Extra Services, if agreed to by the Municipality, may be deducted from the Franchise Fee collected from Consumers and otherwise remitted to the Municipality pursuant to paragraph 5 of this Agreement. The timing and quantum of such payments will be as agreed upon by the Parties and set forth in (insert paragraph number from Schedule B) of this Schedule.

## Nichole Young

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**From:** nyoung@beaverlodge.ca  
**Subject:** FW: {External}Meeting request with Minister Williams – 2026 ABmunis Fall Convention  
**Attachments:** 2026 ABmunis Meeting Template.xlsx

**From:** Jeff Johnston <jjohnston@beaverlodge.ca>

**Sent:** June 18, 2026 10:27 AM

**To:** MA Engagement Team <[ma.engagement@gov.ab.ca](mailto:ma.engagement@gov.ab.ca)>

**Subject:** {External}Meeting request with Minister Williams – 2026 ABmunis Fall Convention

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chief Administrative Officer:

I am writing to inform you of a potential opportunity for municipal councils to meet with the Honourable Dan Williams, Minister of Municipal Affairs, at the 2026 Alberta Municipalities (ABmunis) Fall Convention, scheduled to take place at the Edmonton Convention Centre (ECC) from September 23 – 25, 2026. These meetings will be in person, as scheduling permits.

Should your council wish to meet with Minister Williams during the 2026 ABmunis Fall Convention, please submit a request by email with potential topics for discussion on the attached meeting request template to [ma.engagement@gov.ab.ca](mailto:ma.engagement@gov.ab.ca) no later than July 13, 2026.

We generally receive more requests than can be reasonably accommodated over the course of the convention. Requests which meet the following criteria will be given priority for meetings during the convention:

- Municipalities that identify discussion topics related to policies or issues directly relevant to the Minister of Municipal Affairs and the department.
  - It is highly recommended to provide details on the discussion topics, and provide no more than three topics.
- Meeting requests received after the deadline will not be considered for the convention.

Meeting times with the Minister are scheduled for approximately 15 minutes. This allows the Minister to engage with as many councils as possible. All municipalities that submit meeting requests will be notified at least two weeks prior to the convention as to the status of their request.

Municipal Affairs will make every effort to find alternative opportunities throughout the remainder of the year for municipalities the Minister is unable to accommodate during the convention.

If you encounter any issues with the meeting request template, please email the Engagement Team for assistance.

Engagement Team

Meeting Request:  
**Alberta Municipalities Fall 2026 Convention**

If you have questions, require support and to submit form, please email: [ma.engagement@gov.ab.ca](mailto:ma.engagement@gov.ab.ca)

**Municipal Information**

Municipality Name: \_\_\_\_\_ Town of Beaverlodge

**Meeting Topics**

Please provide additional details about the topic for discussion

Topic 1	Topic 2	Topic 3

**Meeting Participants**

- 1 \_\_\_\_\_ Mayor/Reeve
- 2 \_\_\_\_\_ Chief Administrator
- 3 \_\_\_\_\_ Councillor
- 4 \_\_\_\_\_ Councillor
- 5 \_\_\_\_\_ Councillor
- 6 \_\_\_\_\_ Councillor
- 7 \_\_\_\_\_ Councillor
- 8 \_\_\_\_\_ Councillor
- 9 \_\_\_\_\_ Councillor



**MAY 2026 MONTHLY REPORT TO THE TOWN OF BEAVERLODGE  
FOR BYLAW OFFICER SERVICES**

1. Dates and times spent: (attached)
2. **Number of Tickets issued:** 0
3. **Number of Complaints/Occurrences:** 17
  - Animal Control - Running at Large: 3
  - Animal Control - Barking: 4
  - Animal Control - Bite/Attack Animal: 0
  - Animal Control - Bite/Attack Human: 0
  - Animal Control - Too many dogs: 0
  - Animal Control - Vicious/Restricted: 0
  - Animal Control - Cat: 1
  - Other: 0
  - Unightly Premises: 3
  - Parking: 6
  - Fire/Permit: 0
  - Noise Bylaw: 0
4. **Town Priorities:**
  - a)
  - b)
  - c)



### Monthly Occurrences By Zone

Reporting Period: 2026-05-01 to 2026-05-31 23:59:59

Printed on:2026-06-08 10:26:16

Municipality:BEAVERLODGE

Zone	Complaint Type	Occurrences Count
BEAVERLODGE	UNSIGHTLY PREMISES	3
BEAVERLODGE	ANIMAL CONTROL - CAT	1
BEAVERLODGE	ANIMAL CONTROL - BARKING	4
BEAVERLODGE	ANIMAL CONTROL - RAL	3
BEAVERLODGE	PARKING	6
<b>Total</b>		<b>17</b>



## CONTRACT TIME DETAILS FOR BILLING

REPORTING PERIOD: 2026-05-01 to 2026-05-31

MUNICIPALITY: BEAVERLODGE

ADMINISTRATION 2.00 HOURS

EVENT	START/END	HOURS	MUNICIPALITY	ACTIVITY	LINKED REPORT INCIDENT TYPE	NOTES
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TYPE: BYLAW OFFICER

1		2.00		ADMINISTRATION		
2	2026-05-05 10:35:00 2026-05-05 11:35:00	1.00	BEAVERLODGE	PATROL		
3	2026-05-05 13:15:00 2026-05-05 13:30:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - CAT	
4	2026-05-05 16:45:00 2026-05-05 17:45:00	1.00	BEAVERLODGE	PATROL		
5	2026-05-06 11:10:00 2026-05-06 12:40:00	1.50	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - RAL	
6	2026-05-06 12:11:00 2026-05-06 12:56:00	0.75	BEAVERLODGE	PATROL		
7	2026-05-07 10:20:00 2026-05-07 11:20:00	1.00	BEAVERLODGE	PATROL		
8	2026-05-07 11:11:00 2026-05-07 11:26:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
9	2026-05-07 14:18:00 2026-05-07 15:03:00	0.75	BEAVERLODGE	PATROL		
10	2026-05-07 14:49:00 2026-05-07 15:04:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
11	2026-05-08 11:12:00 2026-05-08 11:42:00	0.50	BEAVERLODGE	PATROL		
12	2026-05-08 11:32:00 2026-05-08 11:47:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
13	2026-05-08 12:10:00 2026-05-08 12:25:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - BARKING	
14	2026-05-08 17:13:00 2026-05-08 17:28:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - BARKING	
15	2026-05-11 09:53:00 2026-05-11 10:08:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - BARKING	
16	2026-05-11 12:04:00 2026-05-11 13:04:00	1.00	BEAVERLODGE	PATROL		
17	2026-05-12 13:15:44 2026-05-12 13:45:44	0.50	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - BARKING	
18	2026-05-12 13:45:00 2026-05-12 14:15:00	0.50	BEAVERLODGE	PATROL		
19	2026-05-13 10:42:00 2026-05-13 10:57:00	0.25	BEAVERLODGE	OCCURRENCE	UNSIGHTLY PREMISES	
20	2026-05-13 10:54:00 2026-05-13 11:09:00	0.25	BEAVERLODGE	OCCURRENCE	UNSIGHTLY PREMISES	
21	2026-05-13 11:06:00 2026-05-13 11:36:00	0.50	BEAVERLODGE	PATROL		
22	2026-05-13 11:50:00 2026-05-13 12:50:00	1.00	BEAVERLODGE	PATROL		

23	2026-05-14 19:00:00 2026-05-14 19:15:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - BARKING	
24	2026-05-14 19:15:26 2026-05-14 19:30:26	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
25	2026-05-15 09:10:00 2026-05-15 10:10:00	1.00	BEAVERLODGE	PATROL		
26	2026-05-15 13:20:00 2026-05-15 13:35:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - BARKING	
27	2026-05-15 14:52:00 2026-05-15 15:07:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
28	2026-05-16 11:50:00 2026-05-16 12:05:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
29	2026-05-16 12:05:00 2026-05-16 12:50:00	0.75	BEAVERLODGE	PATROL		
30	2026-05-16 14:20:00 2026-05-16 15:20:00	1.00	BEAVERLODGE	PATROL		
31	2026-05-18 14:40:00 2026-05-18 15:10:00	0.50	BEAVERLODGE	PATROL		
32	2026-05-18 15:07:00 2026-05-18 15:22:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
33	2026-05-18 15:08:00 2026-05-18 15:23:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
34	2026-05-18 15:14:00 2026-05-18 15:29:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
35	2026-05-19 15:57:00 2026-05-19 16:12:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
36	2026-05-19 16:00:00 2026-05-19 16:15:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
37	2026-05-19 16:00:00 2026-05-19 16:15:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
38	2026-05-20 14:53:00 2026-05-20 15:08:00	0.25	BEAVERLODGE	OCCURRENCE	UNSIGHTLY PREMISES	
39	2026-05-20 16:23:00 2026-05-20 16:38:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
40	2026-05-20 16:37:00 2026-05-20 16:52:00	0.25	BEAVERLODGE	OCCURRENCE	UNSIGHTLY PREMISES	
41	2026-05-20 18:14:00 2026-05-20 18:29:00	0.25	BEAVERLODGE	OCCURRENCE	UNSIGHTLY PREMISES	
42	2026-05-24 09:20:00 2026-05-24 10:20:00	1.00	BEAVERLODGE	PATROL		
43	2026-05-25 10:23:00 2026-05-25 11:08:00	0.75	BEAVERLODGE	PATROL		
44	2026-05-25 10:48:00 2026-05-25 11:03:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
45	2026-05-25 11:20:00 2026-05-25 11:35:00	0.25	BEAVERLODGE	OCCURRENCE	UNSIGHTLY PREMISES	
46	2026-05-25 11:20:00 2026-05-25 11:35:00	0.25	BEAVERLODGE	OCCURRENCE	UNSIGHTLY PREMISES	
47	2026-05-26 10:42:00 2026-05-26 11:42:00	1.00	BEAVERLODGE	PATROL		
48	2026-05-26 11:38:00 2026-05-26 12:38:00	1.00	BEAVERLODGE	PATROL		
49	2026-05-26 11:42:00 2026-05-26 11:57:00	0.25	BEAVERLODGE	OCCURRENCE	PARKING	
50	2026-05-26 17:50:00 2026-05-26 18:50:00	1.00	BEAVERLODGE	OCCURRENCE	UNSIGHTLY PREMISES	

51	2026-05-27 10:25:00 2026-05-27 11:25:00	1.00	BEAVERLODGE	PATROL		
52	2026-05-27 13:33:00 2026-05-27 13:48:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - RAL	
53	2026-05-27 13:54:00 2026-05-27 14:09:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - RAL	
54	2026-05-27 15:13:00 2026-05-27 15:28:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - BARKING	
55	2026-05-28 12:30:00 2026-05-28 12:45:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - BARKING	
56	2026-05-28 12:30:00 2026-05-28 12:45:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - BARKING	
57	2026-05-28 14:49:00 2026-05-28 15:04:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - BARKING	
58	2026-05-28 14:59:00 2026-05-28 15:14:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - BARKING	
59	2026-05-30 12:45:00 2026-05-30 13:00:00	0.25	BEAVERLODGE	OCCURRENCE	ANIMAL CONTROL - BARKING	

TOTAL HOURS: 30.00  
BYLAW OFFICER HOURS: 30.00

TOTAL EVENTS: 59  
BYLAW OFFICER PERCENTAGE: 100.0%



# County of Grande Prairie No. 1

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## Monthly Ticket

Reporting Period:2026-05-01 - 2026-05-31

Pay Centre:BEA

Ticket No	Ticket Date	Ticket Time	Charge	Statute	Activity	Pay Centre	Member	Fine Amount
Ticket Count:0								\$0

Item Number	Subject	Requested On	People Responsible	Item Notes	Status	Target Date of Completion
1	Host Library Board	12-Jan-26	CAO/Admin	Organize a meal for Council to host the Library Board. <b>Invitation has been sent and looking at dates in May or June.</b>	In progress	
2	Fixed Income Tax Rebate	27-Apr-26	CAO/Admin	Investigate and research alternative frameworks that may exist for a Property Tax Rebate Program for fixed income residents.	In progress	1-Sep-26
3	Speed Sign	11-May-26	CAO/Admin	Proceed with the ordering and installation of the budgeted speed sign.	In progress	
4	Service Road Signs	08-Jun-26	CAO/Admin	Look for solutions to heavy trucks parking along the service road and the damage it is causing.	In progress	
5						
6						
7						

Current: June 8, 2026



Box 30, Beaverlodge, AB T0H 0C0

Phone: 780.354.2201

Fax: 780.354.2207

**Monthly Report to Council**

Date: 22 Jun 2026

From: Tracy Deets

Department: Library

Project/Event	Highlights/Concerns
Programming / Events	<p>After a few years absence, we've rejoined the TD Summer Reading Club this year. Registration opened up on June 15. This runs throughout the summer.</p> <p>We're also running two 4-day camps, July 27-30 and August 10-14.</p> <p>Hosting the Beaverlodge Silent Book Club on June 18</p>
Administrative	<p>Attended Public Library Meeting in Grande Prairie (Peace Library System Headquarters) on May 28</p> <p>Traveled to and attended TRAC Advisory meeting in Spruce Grove June 1-3</p> <p>Met with Library Board's committee to update our Plan of Service, worked on revisions</p> <p>Developed Privacy Management Plan to comply with new AITA/POPA requirements. Plan was approved at May 27 Library Board meeting.</p> <p>Submitted provincial funding request.</p>
Staff	<p>All staff attended PLS Symposium on Friday May 29</p>

**Monthly Report to Council**

Date: June 17,  
2026

From: *Reanna Stockman*  
*FCSS Program Coordinator*

Department:  
FCSS

Project/Event	Highlights/Concerns
CVITP – Community Volunteer Income Tax Program	To date, 204 returns have been filed. Applied for the CVITP grant which gives \$5 per return filed. Potential for \$1020 to assist with program costs.
Client Appointments	Increase in client appointments due to changes to AISH funding to the new ADAP program.
Transportation	Bus ridership has increased substantially, most notably the Tues/Thurs LodgeLink service. Monday trips to GP have also increased. May had 13 x Monday riders, 15 x Tuesday riders, 21 x Wednesday Riders, and 20 x Thursday riders. 18 trips were for medical purposes. 12 new riders in May and 12 Hythe riders.
Bi-Annual Seniors Tea	In partnership with the City & County of GP, Sexsmith and Wembley. Happened at Evergreen Park June 3. Councilor Longmore attended as well as 6 Beaverlodge seniors.
Seniors' Week BINGO	FCSS hosted an afternoon of connection and BINGO for our local seniors on June 4. Councilor Graw attended as well as 38 seniors.
C.A.R.E. – Creating Awareness, Reducing Exposure	C.A.R.E. program happened May 27 in the community centre parking lot. We had 128 Grade 9 students from five schools in the region attend with positive feedback from all.
Self-Advocacy in Health Care presentation	Session postponed to June 25 due to facilitator illness.
Meals on Wheels	May saw 144 meals delivered to nine clients with three CRAVEE delivery clients. To date, 2026 # meals served: 577



**Monthly Report to Council**

Date: June 2026

From:

Department: Recreation

Project/Event	Highlights/Concerns
Recreation Center	<p>Aquatics:</p> <ul style="list-style-type: none"> <li>• School fun swims have kept the pool full during weekdays.</li> <li>• Barracuda’s regular seasons practices have begun and run Monday-Thursday until mid-August.</li> <li>• Summer swim lessons were released with 40 lesson options available to the public.</li> <li>• Our ‘School’s Out For Summer’ fun swims are planned for June 24<sup>th</sup>, 25<sup>th</sup> and 30<sup>th</sup>.</li> <li>• We ran all courses required to become a lifeguard in the month of June.</li> </ul> <p>Fitness Center &amp; Fitness Programs:</p> <ul style="list-style-type: none"> <li>• St. Mary Junior High students are accessing the fitness center every Friday afternoon for their health and wellness options class.</li> <li>• Instructed fitness classes run at a variety of times Monday through Friday.</li> </ul>
Community Kitchen/Gym	<ul style="list-style-type: none"> <li>• Pickleball continues to rent the gym weekly.</li> </ul>
Community Center/Multipurpose Room	<ul style="list-style-type: none"> <li>• FCSS hosted their Seniors Tea in the Community Centre</li> <li>• The hall floor has been refinished.</li> <li>• Pickleball was reduced to accommodate work on the floor but picked back up for the end of the month.</li> </ul>
Arena	<ul style="list-style-type: none"> <li>• Nothing to report – closed for the season.</li> </ul>
Staffing	<ul style="list-style-type: none"> <li>• 1 lifeguard (LG1) received their Swim Instructor Certificate.</li> </ul>