



**AGENDA
REGULAR MEETING OF THE BARRHEAD TOWN COUNCIL
TUESDAY, OCTOBER 25, 2022 AT 5:30 P.M.
IN THE TOWN OF BARRHEAD COUNCIL CHAMBERS**

Present

Others Present

Regret

1. Call to Order
2. Consideration of Agenda (Additions - Deletions)
3. Confirmation of Minutes
 - (a) Regular Meeting Minutes – October 11, 2022
4. Public Hearings
 - (a) There are no Public Hearings
5. Delegations
 - (a) Delegation at 5:40 p.m. – Ms. Elaine Dickie, Library Director, Barrhead Public Library
 - (b) Delegation at 6:00 p.m. – Ms. Dora L’Heureux, Stakeholder Relations Manager, FortisAlberta Inc.
6. Old Business
 - (a) Revised Parade Route – Policy 32-012
7. New Business
 - (a) Proposed Sponsorship Package for the All-Wheel Skate Park
 - (b) Bank Statement – for month ending September 30, 2022

8. Reports
 - (a) Council Reports
 - (b) CAO Report
9. Minutes
 - (a) There are no Minutes
10. Bylaw
 - (a) There are no Bylaws
11. Correspondence Items
 - (a) There are no Correspondence Items
12. For the Good of Council
13. Tabled Items
14. Closed Session
 - (a) There are no Closed Session Items
15. Adjourn

MINUTES OF THE REGULAR MEETING OF THE BARRHEAD
TOWN COUNCIL HELD TUESDAY, OCTOBER 11, 2022,
IN THE TOWN OF BARRHEAD COUNCIL CHAMBERS

PRESENT Mayor McKenzie, Crs: T. Assaf, D. Kluin, R. Klumph, A. Oswald, D. Smith and D. Sawatzky

Official: Ed LeBlanc, CAO

Others: Barry Kerton, Barrhead Leader

ABSENT

CALL TO ORDER Mayor McKenzie called the meeting to order at 5:30 p.m.

AGENDA The agenda was reviewed.

347-22 Moved by Cr. Smith that the agenda be accepted with the following additions and deletions:

- Addition: 8(a) Yellowhead Regional Library Report
- Addition: 11(b) Letter dated October 6, 2022 from the Barrhead and District FCSS Society
- Deletion: 8(a) Barrhead and District Social Housing Association Report
- Deletion: 8(b) CAO Report

CARRIED UNANIMOUSLY

CONFIRMATION OF MINUTES

The Minutes of the Town Council Regular Meeting of September 27, 2022, were reviewed.

348-22 Moved by Cr. Klumph that the Minutes of the Town Council Regular Meeting of September 27, 2022 be accepted as presented.

CARRIED UNANIMOUSLY

PRESENTATIONS

Mayor McKenzie and Council welcomed Mr. Stephen Bablitz, Mrs. Edie Proft, Mr. Sheldon Flett and Mrs. Barb Flett at 5:32 p.m.

The Alberta Municipalities Distinguished Service Award 2022 were presented to:

- 1) Adolph Bablitz – Posthumously. Mr. Stephen Bablitz accepting the award.
- 2) Berthold Peter Proft – Posthumously. Mrs. Edie Proft accepting the award.

EXITED Ed LeBlanc, CAO exited the Chambers at 5:33 p.m.

ENTERED Ed LeBlanc, CAO entered the Chambers at 5:33 p.m.

EXITED Mayor McKenzie and Council thanked Mr. Stephen Bablitz, Mrs. Edie Proft, Mr. Sheldon Flett and Mrs. Barb Flett for their attendance and for accepting the awards and they exited the Chambers at 5:36 p.m.

DELEGATION

Mayor McKenzie and Council welcomed Ms. Karen Gariepy, Executive Director, Barrhead & District Family and Community Support Services Society at 5:36 p.m.

Ms. Karen Gariepy, presented and discussed with Council the Barrhead & District Family and Community Support Services Society's various 2022 Operating Programs.

EXITED

Mayor McKenzie and Council thanked Ms. Karen Gariepy, Executive Director, Barrhead & District Family and Community Support Services Society for her presentation and she exited the Chambers at 6:03 p.m.

349-22

Moved by Cr. Sawatzky that Council accepts the program update from Ms. Karen Gariepy of the Barrhead & District Family and Community Support Services Society, as information.

CARRIED UNANIMOUSLY

DELEGATION

Mayor McKenzie and Council welcomed Mr. Arnold Viersen, Member of Parliament for Peace River-Westlock at 6:03 p.m.

Mr. Arnold Viersen presented, discussed and updated with Council various Federal related programs.

EXITED

Mayor McKenzie and Council thanked Mr. Arnold Viersen for his presentation.

350-22

Moved by Cr. Klumph that Council accepts the presentation from Mr. Arnold Viersen, Member of Parliament for Peace River-Westlock, as information.

CARRIED UNANIMOUSLY

RECESSED

351-22

Moved by Cr. Assaf to recess the meeting at 6:40 p.m.

CARRIED UNANIMOUSLY

RECONVENED

352-22

Moved by Cr. Kluin to reconvene the meeting at 7:05 p.m.

CARRIED UNANIMOUSLY

EXITED

Mr. Arnold Viersen, Member of Parliament for Peace River-Westlock, exited the Chambers at 7:05 p.m.

**REVISED POLICY PROCEDURE
32-010 – ROAD CLOSURES**

At the September 27, 2022, Council Meeting, the proposed amendment was presented to Town Council, it was identified that several events were not aligned with the dates stated in the Policy.

353-22

Moved by Cr. Sawatzky that Council approves revising Policy Procedure 32-010 – Road Closures, as presented.

CARRIED UNANIMOUSLY

REPORTS TO COUNCIL

The following Reports to Council as of October 11, 2022, were reviewed:

- Agricultural Society
- Municipal Planning Commission
- Twinning Committee
- Yellowhead Regional Library Board
- Council Action List to September 27, 2022

354-22

Moved by Cr. Oswald that the following Reports to Council as of October 11, 2022, be accepted as information:

- Agricultural Society
- Municipal Planning Commission
- Twinning Committee
- Yellowhead Regional Library Board

CARRIED UNANIMOUSLY

EXITED

Cr. Assaf exited the Chambers at 7:21 p.m.

355-22

Moved by Cr. Kluin that the Council Action List to September 27, 2022 be accepted as information.

CARRIED UNANIMOUSLY

MINUTES TO COUNCIL

The following Minutes to Council were reviewed:

- Barrhead & District Social Housing Association – August 29, 2022
- Barrhead District Family and Community Support Services Society – June 16, 2022
- Barrhead Exhibition Association and Agricultural Society – September 27, 2022

356-22

Moved by Cr. Sawatzky that the following Minutes to Council be accepted as information.

- Barrhead & District Social Housing Association – August 29, 2022
- Barrhead District Family and Community Support Services Society – June 16, 2022
- Barrhead Exhibition Association and Agricultural Society – September 27, 2022

CARRIED UNANIMOUSLY

CORRESPONDENCE ITEMS

The following correspondence items were reviewed:

Letter dated September 28, 2022, from Alberta Justice and Solicitor General, recognizing and endorsing the International Holocaust Remembrance Alliance.

Letter dated October 6, 2022 from the Barrhead and District FCSS Society, requesting the use of the meeting room upstairs in the Agrena and the rental fee be waived.

357-22

Moved by Cr. Smith that Council accepts the letter dated September 28, 2022, from Alberta Justice and Solicitor General, recognizing and endorsing the International Holocaust Remembrance Alliance, as information.

CARRIED UNANIMOUSLY

358-22 Moved by Cr. Kluin that Council waive the rental fee for the upstairs meeting room in the Agrena for Barrhead & District Family and Community Support Services.

CARRIED UNANIMOUSLY

ENTERED Cr. Assaf entered the Chambers at 7:30 p.m.

**FOR THE GOOD
OF COUNCIL**

Cr. Oswald stated that there were 30 people that participated in the Truth and Reconciliation Day. He also stated that the Wildrose Finals were very successful.

Cr. Sawatzky thanked Council for a great first year on Town Council.

Cr. Kluin thanked the Regional Fire Department for hosting an Open House along with displays and hot dogs for Fire Prevention Week.

Cr. Assaf complimented the Regional Fire Department volunteers and staff for the rope rescue exercise during the Open House.

Cr. Oswald noted that it has been an awesome experience and appreciated the great debates of Council during his first year on Council.

ADJOURN

359-22 Moved by Cr. Assaf that the Council Meeting be adjourned at 7:39 p.m.

CARRIED UNANIMOUSLY

TOWN OF BARRHEAD

Mayor, David McKenzie

CAO, Edward LeBlanc

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: October 25, 2022

Re: 5:40 p.m. Delegation - Ms. Elaine Dickie, Director for the Barrhead Public Library

1.0 PURPOSE:

Director Ms. Elaine Dickie representing the Barrhead Public Library will present an update to their 2022 Operating Programs.

2.0 BACKGROUND AND DISCUSSION:

It was thought that it would be beneficial for the Barrhead Library to provide Council with an update on their programs being mindful that the budget deliberation for the 2023 fiscal year will occur very soon.

3.0 ALTERNATIVES:

3.1 That Council accepts the program update from Ms. Elaine Dickie of the Barrhead Public Library, as information.

3.2 That Council tables the program update from the Barrhead Public Library and request their Administration to provide further information for the next Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

Not applicable.

5.0 INTERDEPARTMENTAL IMPLICATIONS:

Not Applicable

6.0 SENIOR GOVERNMENT IMPLICATIONS:

Not Applicable

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Not Applicable

8.0 ATTACHMENTS:

None

9.0 RECOMMENDATION:

That Council accepts the program update from Ms. Elaine Dickie of the Barrhead Public Library, as information.

(original signed by the CAO)

Edward LeBlanc
CAO

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: October 25, 2022

Re: 6:00 p.m. Delegation - Ms. Dora L'Heureux, from FortisAlberta Inc.

1.0 PURPOSE:

Ms. Dora L'Heureux, Stakeholder Relations Manager from FortisAlberta Inc. will review the renewal of the Fortis' current franchise agreement.

2.0 BACKGROUND AND DISCUSSION:

The Town's current 10-year franchise agreement with FortisAlberta Inc. is scheduled to expire September 30, 2023. FortisAlberta is seeking a renewal for a further 5-year period.

Should the Town choose not to renew the franchise agreement, the current agreement (which is attached) outlines in Section 3 (d) that commencing one year after the termination of the agreement, the franchise fee is reduced by 50% and the cost for any relocation of service shall be paid by the Town.

3.0 ALTERNATIVES:

3.1 That Council accepts the presentation from Ms. Dora L'Heureux from FortisAlberta Inc., as information.

and further:

3.2 That Council authorize the renewal of the Franchise Agreement with FortisAlberta Inc. for a further five years from October 1, 2023 to September 30, 2028.

3.3 That Council tables the FortisAlberta Inc. 's presentation and request their Administration to provide further information for the next Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

The current franchise rate fee would not change as a result of the five-year renewal. The Town will maintain the ability to amend the franchise fee every year.

5.0 INTERDEPARTMENTAL IMPLICATIONS:

Not Applicable

6.0 SENIOR GOVERNMENT IMPLICATIONS:

Not Applicable

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Not Applicable

8.0 ATTACHMENTS:

- 8.1 Letter dated September 28, 2022 renewal notice from FortisAlberta Inc.
- 8.2 Franchise Renewal Brief
- 8.3 Current Electric Distribution System Franchise Agreement
- 8.4 By-law 10-2013.

9.0 RECOMMENDATION:

That Council accepts the presentation from Ms. Dora L'Heureux from FortisAlberta Inc., as information.

and further:

That Council authorize the renewal of the Franchise Agreement with FortisAlberta Inc. for a further five years from October 1, 2023 to September 30, 2028.

(original signed by the CAO)
Edward LeBlanc
CAO

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT RENEWAL



September 28, 2022

Town of Barrhead
5014 50 Avenue
Barrhead, AB T7N 1A2

Attention: Ed (Edward) LeBlanc, CAO

Subject: Renewal of Electric Distribution System Franchise Agreement, dated October 1, 2013,
between FortisAlberta Inc. ("FortisAlberta") and the Town of Barrhead (the
"Municipality") (the "Agreement")

In this letter, except where the contrary is shown, capitalized words and phrases shall have the meaning ascribed to them in the Agreement.

Please be advised that the Initial Term of the Agreement is scheduled to expire on September 30, 2023, and FortisAlberta, pursuant to Article 3 of the Agreement, hereby provides the Municipality with written notice of its intention to renew the Agreement.

The renewal of the Agreement is part of FortisAlberta's on-going commitment to doing business with the Municipality by continuing to provide exclusive safe and reliable power distribution services to your community. Our partnership is one we significantly value, and we remain committed to offering many benefits, including but not limited to the implementation and development of utility infrastructure, detailed reporting, limiting liability, and ensuring the Municipality's satisfaction with all FortisAlberta completed ground reclamation work.

FortisAlberta appreciates our partnership and providing power distribution services to your community is a privilege. FortisAlberta looks forward to continuing to build a strong working relationship.

In accordance with Article 3 of the Agreement and as written evidence of the Municipality's agreement to renew the Agreement on the same terms and conditions and enter the First Subsequent Term, the Municipality has executed this letter below.

Acknowledged and agreed to renew:

Signature:

Name:

Title:

Date:

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT RENEWAL



If you have any questions or concerns about any of the foregoing and would like to schedule a meeting to further discuss or would like to request a franchise presentation to Council and Administration, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Dora L'Heureux".

Dora L'Heureux
Stakeholder Relations Manager
dora.lheureux@fortisalberta.com
780-288-1588

Town of Barrhead – Franchise Agreement Renewal Brief

Franchise Details:

- The Town of Barrhead gave third reading and passed BYLAW 10-2013, on September 23, 2013, to enter into the Franchise Agreement.
- The Alberta Utilities Commission (AUC) approved the Franchise Agreement between The Town of Barrhead and FortisAlberta Inc.
- The current approved Franchise Agreement was effective October 1, 2013, with a term of 20 years:

Initial Term	10 years	October 1, 2013 to September 30, 2023
First Subsequent Term	5 years	October 1, 2023 to September 30, 2028
Second Subsequent Term	5 years	October 1, 2028 to September 30, 2033

Renewal and Next Steps:

Article 3, from the Franchise Agreement regarding expiry and renewal states:

3) EXPIRY AND RENEWAL OF AGREEMENT

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

This requires:

- FortisAlberta to give written notice to the Town of Barrhead prior to September 30, 2022, of its intention to renew the Franchise Agreement for a further period of five (5) years.
- Town of Barrhead to provide its intention and/or sign the renewal letter prior to March 31, 2023.

Given that the Franchise Agreement and its associated terms was previously approved by Council and the AUC, depending on the circumstances in Barrhead, Council approval may or may not be needed.

If it would be of assistance, I have a franchise renewal presentation to support administration and provide information to Council regarding the Franchise Agreement and the associated renewal. I would be happy to address Council at an upcoming meeting if required.

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

TOWN OF BARRHEAD

- AND -

FORTISALBERTA INC.

Table of Contents

1) DEFINITIONS AND INTERPRETATION.....	4
2) TERM.....	6
3) EXPIRY AND RENEWAL OF AGREEMENT.....	6
4) GRANT OF FRANCHISE	7
5) FRANCHISE FEE	8
6) CORE SERVICES	10
7) PROVISION OF EXTRA SERVICES	10
8) MUNICIPAL TAXES	10
9) RIGHT TO TERMINATE ON DEFAULT.....	10
10) SALE OF DISTRIBUTION SYSTEM	11
11) STREET LIGHTING.....	11
12) INCREASE IN MUNICIPAL BOUNDARIES	15
13) RIGHT OF FIRST REFUSAL TO PURCHASE.....	16
14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM.....	17
15) RESPONSIBILITIES FOR COST OF RELOCATIONS	20
16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE.....	21
17) JOINT USE OF DISTRIBUTION SYSTEM	21
18) MUNICIPALITY AS RETAILER	24
19) RECIPROCAL INDEMNIFICATION AND LIABILITY.....	24
20) ASSIGNMENT	25
21) NOTICES.....	26
22) DISPUTE SETTLEMENT	27
23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE	28
24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT	28
25) FORCE MAJEURE.....	28
26) TERMS AND CONDITIONS.....	29
27) NOT EXCLUSIVE AGAINST HER MAJESTY	29
28) SEVERABILITY.....	29
29) AMENDMENTS.....	29
30) DISSOLUTION.....	29
31) WAIVER.....	30
32) CONFIDENTIALITY	30
SCHEDULE "A"	31
SCHEDULE "B".....	34
SCHEDULE "C".....	35

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT made effective the 1st day of October, 2013.

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS:

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

NOW THEREFORE:

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

1) DEFINITIONS AND INTERPRETATION

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

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

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

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

2) TERM

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

- a) 1ST day of October, 2013 or
- b) the first day after both of the following have occurred:
 - i) Commission approval of this Agreement; and
 - ii) the Municipality having passed third reading of the applicable adopting bylaw 10-2013

3) EXPIRY AND RENEWAL OF AGREEMENT

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

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

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

4) GRANT OF FRANCHISE

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

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

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

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

b) The Company agrees to:

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

5) FRANCHISE FEE

a) Calculation of Franchise Fee

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

For the first (1st) calendar year of the Term of this Agreement, the franchise fee percentage shall be 5 percent (5%).

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

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

b) Adjustment to Franchise Fee

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

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

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

c) Franchise Fee Cap

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

d) Adjustment to Franchise Fee Cap

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

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

e) Payment of Franchise Fee

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

f) Reporting Considerations

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

6) CORE SERVICES

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

7) PROVISION OF EXTRA SERVICES

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

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

8) MUNICIPAL TAXES

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

9) RIGHT TO TERMINATE ON DEFAULT

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

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

10) SALE OF DISTRIBUTION SYSTEM

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

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

11) STREET LIGHTING

a) Investment Option Rate

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

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

i) In the event that:

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

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

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

ii) If:

- A. the Municipality requests street lighting that is not part of the standard offering of the Company at the time;
- B. the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable request, has ceased to be part of the standard street lighting offering of the Company; or
- C. the Municipality converts nonstandard street lighting that is not part of the standard offering of the Company at the time to investment option rate street lighting under Article 11c) below;

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

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

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

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

b) No-Investment Option Rate

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

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

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

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

Where:

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

N = the age of the street light in years.

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

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

d) Street Light Rates

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

e) Municipality Owned Street Lighting

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

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

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

f) Street Light Inventory

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

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

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

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

g) Detailed Street Light Patrol

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

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

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

12) INCREASE IN MUNICIPAL BOUNDARIES

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

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

the Municipality shall have the right to:

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

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

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

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

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

13) RIGHT OF FIRST REFUSAL TO PURCHASE

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

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

14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM

a) Municipal Approval

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

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

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

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

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

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

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

b) Restoration of Municipal Property

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

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

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

c) Urgent Repairs and Notification to Municipality

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

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

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

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

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

f) Approvals

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

15) RESPONSIBILITIES FOR COST OF RELOCATIONS

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

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

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

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

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

16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE

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

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

17) JOINT USE OF DISTRIBUTION SYSTEM

a) Municipal Use

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

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

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

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

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

b) Third Party Use and Notice

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

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

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

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

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

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

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

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

f) Compensation for Costs

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

18) MUNICIPALITY AS RETAILER

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

19) RECIPROCAL INDEMNIFICATION AND LIABILITY

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

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

20) ASSIGNMENT

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

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

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

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

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

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

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

21) NOTICES

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

a) To the Company:

FortisAlberta Inc.
Address: 360 Carleton Drive
Facsimile: (866) 352-5962
Attention: Dora L'Heureux, Stakeholder Relations Manager

With a copy to:

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

b) To the Municipality:

Municipality: Town of Barrhead
Address: 5014 50th Avenue Barrhead, AB T7N 1A2
Facsimile: (780) 674-5648
Attention: Mr. Martin Taylor, Chief Administrative Officer

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

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

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

22) DISPUTE SETTLEMENT

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

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

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

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

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

23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE

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

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

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

24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

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

25) FORCE MAJEURE

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

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

26) TERMS AND CONDITIONS

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

27) NOT EXCLUSIVE AGAINST HER MAJESTY

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

28) SEVERABILITY

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

29) AMENDMENTS

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

30) DISSOLUTION

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

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

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

31) WAIVER


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

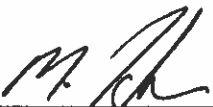
32) CONFIDENTIALITY

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

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

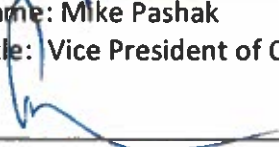
MUNICIPALITY

PER: 
Name: Mr. Brian Schulz
Title: Mayor

PER: 
Name: Mr. Martin Taylor
Title: Chief Administrative Officer
(Bylaw attached)

FORTISALBERTA INC.

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

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

SCHEDULE "A"

Core Services

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

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

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

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

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

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

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

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

SCHEDULE "B"

Extra Services

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

SCHEDULE "C"

Street Lighting

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

e) **Street light Pole Test Program:** Street lights will be tested at least every nine (9) years as part of the Company's Pole Test Program. This program will identify poles that need to be replaced and those that should be treated. This replacement and treatment work will be completed by October 31st of the next summer maintenance season.

f) **Street light Patrols:** The Company will include regular street light inspection patrols as part of its inspection of equipment and lines, as specified in the Alberta Electrical Utility Code.

2) On an annual basis, the Company will provide the Municipality with:

- i) the number of "lights-out" identified from the street light patrols;
- ii) the number of temporary overhead repairs of street lights at year-end; and
- iii) the number of permanent underground repairs of street lights made during the year.

BYLAW 10-2013

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE BYLAW

A BYLAW OF THE TOWN OF BARRHEAD, IN THE PROVINCE OF ALBERTA, TO AUTHORIZE THE MAYOR AND THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN AGREEMENT GRANTING FORTISALBERTA INC. (THE "COMPANY"), THE RIGHT TO PROVIDE DISTRIBUTION ACCESS SERVICES WITHIN THE MUNICIPALITY.

WHEREAS, pursuant to the provisions of the Municipal Government Act R.S.A. 2000 c. M-26, as amended (the "Act"), the Town of Barrhead desires to grant and the Company desires to obtain, an exclusive franchise to provide distribution access services within the Municipality for a period of ten (10) years subject to the right of renewal as set forth in the said agreement and in the said Act;

AND WHEREAS, the Council of the Town of Barrhead and the Company have agreed to enter into an Electric Distribution System Franchise Agreement ("the Agreement"), in the form annexed hereto;

AND WHEREAS, it is deemed that the Agreement would be to the general benefit of the consumers within the Municipality.

NOW THEREFORE, the Council of the Town of Barrhead, in the Province of Alberta, duly assembled in a Regular Meeting, hereby enacts as follows:

1. THAT the Electric Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Electric Distribution System Franchise Agreement for and on behalf of the Town of Barrhead and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Town of Barrhead.
2. THAT the Electric Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.
3. THAT the Council consents to the exercise by the Company within the Municipality of any of the powers given to the Company by the Water, Gas and Electric Companies Act, R.S.A. 2000 c. W-4, as amended.
4. THAT this Bylaw shall come into force upon the Electric Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third reading and finally passed.
5. THAT Bylaw 01-2002 and amendments thereto are hereby repealed.

Read a first time this 24th day of June, A.D., 2013.

TOWN OF BARRHEAD



Mayor, Brian Schulz



CAO, Martin Taylor

Approved by the Alberta Utilities Commission on the 5 day of September, A.D., 2013 by Board Order # 2013-335.

Read a second time this 23 day of September, A.D., 2013.



Mayor, Brian Schulz



CAO, Martin Taylor

Read a third time this 23 day of September, A.D., 2013 and passed.

DONE AND PASSED as a Bylaw of the Town of Barrhead, in the Province of Alberta, this 23 day of Sept., A.D., 2013.



Mayor, Brian Schulz



CAO, Martin Taylor

This is Schedule "A" referred to in the attached Bylaw No. 10-2013
of the Town of Barrhead

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: October 25, 2022

Re: Proposed revised Parade Route Policy – 32-012

1.0 PURPOSE:

For Council to consider revising Parade Route Policy 32-012.

2.0 BACKGROUND AND DISCUSSION:

During the July 12th Council Meeting, Council passed the following resolution:

Moved by Cr. Klumph that Council instruct Administration to present possible amendments to reflect more objectivity to Policy 32-12.

*CARRIED UNANIMOUSLY
(Resolution No. 271-22)*

For reference and convenience, attached is the revised policy with the additional wording highlighted in yellow.

3.0 ALTERNATIVES:

3.1 Council approves revising the Parade Route Policy 32-012, as presented.

3.2 Council tables the pending revision to Policy Procedure 32-010 – Road Closures and instructs Administration to provide further information at the next Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

None

5.0 INTERDEPARTMENTAL IMPLICATIONS:

None

6.0 SENIOR GOVERNMENT IMPLICATIONS:

Not Applicable

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Limited

8.0 ATTACHMENTS:

8.1 Proposed revised Parade Route Policy – 32-012

9.0 RECOMMENDATION:

Council approves revising the Parade Route Policy 32-012, as presented.

(original signed by the CAO)
Edward LeBlanc
CAO

TOWN OF BARRHEAD

Policy 32-012 Parade Route Policy

Effective Date: May 14, 2019

Resolution No: 140-19

Revised Date: September 10, 2019

Resolution No. 291-19

POLICY STATEMENT:

Establish a set parade route and set guidelines for requests to hold a parade within the Town.

Purpose:

To let groups and organizations know that there is a set parade route within the Town and what they may request when hosting a parade in our community. The group or organization must receive approval prior to any parades taking place.

Definitions:

“CAO” means the Chief Administrative Officer for the Town or his/her designate.

“Town” means the municipal corporation of the Town of Barrhead.

Information:

1. In order to host a parade in the Town, a letter of request must be sent to the CAO a minimum of 30 days in advance of the event, outlining the event and the purpose of the event, and how it would promote the community. For any parades other than the annual Blue Heron Fair Parade and the annual Christmas parade, the CAO will forward the request to Council for consideration.
2. Council may approve or deny a request to host a parade. If Council feels the proposed parade will not be supported by the community or if they feel that it would not promote the community in a positive manner, the request will be denied.

When considering a request to grant a parade application, Council will refer but not necessarily limited to the following criteria:

- a. Will the request generate limited emotions from the members of the community?*
- b. Will the request demonstrate a lack of bias, judgement or prejudice?*
- c. Is the request considered transparent in nature?*
- d. Will the request promote beliefs, ideas or values to the detriment of the community?*
- e. From a third-party perspective, will the request promote a neutral viewpoint.*
- f. Council can evaluate the request with limited regard to any personal experience, opinions or values.*
- g. Can Council be in a position to consider or evaluate some of the “what-if” scenarios?*

3. Items that may be requested from the Town include:
 - a. Barricades set up at all intersections and/or alleyways,
 - b. Extra garbage cans,
 - c. Bleachers (2 sets), locations to be determined prior to the event,
 - d. Portable toilets, locations to be determined prior to the event.
4. Candy being thrown at a parade is not permitted due to safety issues. Instead, it must be provided to children by hand.
5. A parade route map is attached as further clarification as listed:
 - a. The parade line up will begin on 54 Street and 50 Avenue and down Elevator Road if needed,
 - b. The parade will proceed east down 50 Ave.
 - c. Next, the parade will turn north onto 50 St. (Main St.)
 - d. Next, the parade will turn west onto 52 Ave.
 - e. Next, the parade will turn south onto 52 St.
 - f. Finally, the parade will turn west onto 50 Ave. where it will finish and disperse.

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: October 25, 2022

Re: Proposed Sponsorship Package for the All-Wheel Skate Park

1.0 **Purpose:**

For Council to approve the Sponsorship Package for the All-Wheel Skate Park.

2.0 **Background and Discussion:**

With the formal approval from Town Council to move forward with the construction of an all-wheel Park, Administration undertook and managed all the associated capital activities.

One of the tasks Administration wanted to explore was producing a Sponsorship Package introducing the new capital recreation asset to the community and to attempt to seek some additional capital to fund landscaping amenities, washrooms seating, shade structures and other minor features.

The Sponsorship Package was produced and circulated to some members of the community. It was recognized, a few weeks ago that the Sponsorship Package was not formally endorsed by Town Council.

3.0 **Alternatives:**

- 3.1 Council approves the proposed All-Wheel Park Sponsorship Package, as presented.
- 3.2 Council approves the proposed All-Wheel Park Sponsorship Package, as revised and directed to Administration.
- 3.3 Council tables the proposed All-Wheel Park Sponsorship Package and instructs Administration to provide further information at the next Council Meeting.

4.0 **Financial Implications:**

Depending on the level of sponsorship received from the community.

5.0 Interdepartmental Implications:

None

6.0 Senior Government Implications:

Not applicable.

7.0 Political/Public Implications:

Not applicable.

8.0 Attachments:

8.1 Proposed All-Wheel Park Sponsorship Package

9.0 Recommendations:

Council approves the proposed All-Wheel Park Sponsorship Package, as presented.

(original signed by the CAO)
Edward LeBlanc
CAO

TOWN OF
BARRHEAD
ALBERTA

ALL-WHEEL PARK SPONSORSHIP OPPORTUNITIES





CONTENTS

3	Introduction
3	Why a new skatepark?
4	About the park
6	Highlights
8	Why sponsor?
10	What we've accomplished
11	We need your help
12	Sponsorship packages
14	Donor recognition signage examples

INTRODUCTION

Imagine a plaza filled with local and visiting youth, families, and extreme sport tourism enthusiasts enjoying a park that you helped build!

Welcome to our planned professional concrete All-Wheel Park to be located in Barrhead, Alberta. Park construction is funded by the Town of Barrhead for a budgeted construction cost of \$800K. We have scheduled groundbreaking to begin in early May 2022 with completion of the park expected at some point in July/August 2022.

The population of Barrhead and its surrounding County is over 10,000 of which 10% are under the age of 25. Sponsorship of this park is an excellent opportunity to increase brand recognition and build a positive brand image.

Your sponsorship by way of in-kind and cash donations will assist with the provision and installation of additional amenities such as sod, trees & shrubs,

SUCCESS COMES FROM A GREAT TEAM

seating, washrooms and additional all-wheels related repair stations and features.

Our core team is comprised of municipal leaders, staff, and skate enthusiasts who are extensively experienced in the design and engineering of world-class skate parks throughout Canada and the US. Our team is comprised of individuals who have the necessary skills and experience to allow us to achieve our goal. Our team represents the disciplines of skateboarding, corporate branding, graphic design, advertising, marketing & sales and entrepreneurship. This set of resources and skills combined with the support of our community fully prepares us for the tasks ahead.

WHY A NEW SKATEPARK?

The size and skill level of our skateboarding/BMX community has outgrown our existing facility (which is also not reflective of modern design and construction standards). Not having a suitable facility forces a large population of our children and youth who desire to participate in these activities to seek unsanctioned and often dangerous terrain in public spaces throughout the Town (ie. downtown streets, parking lots, business fronts, etc) or travel to other communities in the area

who have chosen to create modern skateparks. Learning from our neighbours throughout Alberta and across North America, we know that skateparks make families with children, youth and adults that participate in skateboarding, BMX, scooter riding and inline skating feel valued, appreciated and more connected to their communities. This ultimately leads to healthier families who remain invested in their region!



ABOUT THE PARK

Skateparks and all-wheel parks contribute to building and sustaining healthy communities.

They provide a safe and controlled environment for people of all ages and experience levels to practice the art of boarding and biking, develop their skills, and collaborate with one another in sharing tips and experience. For many youth, the park becomes a home-away-from-home. In this digital era, our children are spending less time outdoors engaged in healthy activity and face-to-face communication. This skatepark will provide a safe place to practice, engage in social interactions, get involved in the community, improve their communication skills, and find success as a productive members of society.

Barrhead All-Wheels park will be the result of a partnership between youth, local

government, and local organizations like yours. We have found that the local youth and their families are incredible advocates for what is important to them. The long process of park development is transformative, not just for the kids who participate in these sports, but for the agencies, businesses and individuals who work with them and support initiatives such as these.

There are several styles of parks with different designs and materials used. Our mission is to build a professional concrete plaza where visitors can exercise in a clean, safe environment without endangering people, or damaging public or private property. The development of this 9,150 sq ft. concrete park will not only create this needed environment for the youth, but will also make Barrhead an attraction for extreme sport tourists who avidly seek out different park experiences throughout western Canada.

THE COMMUNITY HAS CHOSEN A PLAZA DESIGN WITH SKILLS AREA





HIGHLIGHTS

YOUR AUDIENCE

The primary audience for the park will be families with children from age 5 up through to teenagers. The park will cater to skateboarders, BMX riders, scooter riders, and in-line skaters. As such, we expect to attract a wide

spectrum of age groups with the majority falling in the teenage to young adult categories. Skateboarding is also a popular spectator sport; therefore, it is expected that many families and non-skateboarders will frequent the site. Your sponsorship is an excellent opportunity to influence parents and youth and build brand recognition.

THE FIRST SKATEBOARD EVER

Though, officially, skateboards first appeared in 1940s, there are skateboard-like devices going back as far as the early 1920s. One of the first was a 3 wheeled metal device to practice skiing. They came in pairs with a set of poles and an adjustable heel cap.

WHAT DOES BMX STAND FOR?

An abbreviation for Bike Motocross, it can either be competitive or a fun recreational thing to do. BMX has 6 disciplines spread over 2 sections: Racing and Freestyle.

FIRST SKATEBOARD WHEELS

Skateboard wheels have seen many changes since the early 1900s. Children would take roller skate wheels and attach them to a wooden plank. Early skateboard wheels were made of steel which didn't exactly offer a comfortable ride and had very little traction.

ORIGINS OF BMX

BMX originated in the late 1960s in Southern California, invented at the height of motocross popularity. Youths seeking to imitate motocross styles of riding and racing did so on pushbikes, which they modified and adapted to suit the conditions in which they raced.



Many misconceptions exist surrounding skate and all-wheel parks. Skateboarding, BMX, and extreme skating are extreme sports, but all-wheel parks are the safest place for children to skate. As for the community, people at skateparks are usually kind to children, making most parks generally safe for kids.

The parks provide for an engineered and controlled environment where children can safely hone their skills. As long as kids are taught proper etiquette, they should be able to get along with others just fine.

Aside from learning tricks, the list on the right outlines other benefits.

Not only do parks benefit the physical health of kids, but they also aid in social skill development through building friends with similar interests in the community.

DID YOU KNOW?

900K
CANADIANS
SKATEBOARD



✓ PROVIDES A SAFE SPACE

One of the benefits of having a park in an urban setting is that they provide a safe space for people of any age to practice the sport without needing to break into backyard pools, running from security, damaging public property and putting others at risk.

✓ PROMOTES A HEALTHY LIFESTYLE

These activities require constant movement and balancing, which makes for excellent full-body workout.

✓ PARKS CAN REDUCE ILLEGAL BEHAVIOUR

Despite being stereotyped as outcasts, the all-wheels park offers young people a safe place to play for FREE, keeping them away from illegal activities and drugs.

✓ GOOD FOR KIDS' MENTAL HEALTH

In addition to improving social skills, all-wheel park riding is a unique activity that combines physical fitness, coordination, and balance, requiring clear thinking. Such a combination of skills stimulates the brain and cell growth. Activities that require a good sense of balance stimulate both brain hemispheres, leading to improved mental health.

Source: www.ridingboards.com

Photos: dobotdean/Freeepik; bottomlayercz0/Plxabay

WHY SPONSOR?

DEMONSTRATED COMMUNITY COMMITMENT

Demonstrating to the community your commitment to the support of youth and family related projects to build closer and lasting business recognition and brand image. In recognition of your sponsorship, we will make sure your brand and message are seen across multiple platforms, including events, merchandise, website and social media to ensure our audience of followers are aware of your support and connect to your company or brand.

INCREASED TOURISM

Bringing more visitors, including families, to our local area who will in turn bring new revenue and opportunities for local businesses. Your business will see an increased awareness due to strategically placed brand logos on sponsored features throughout the park.



MAKES GREAT BUSINESS SENSE

SUPPORT LOCAL RECREATION AMENITIES

Your sponsorship will help make this park possible, adding a much needed recreation amenity for youth and young adults in the greater Barrhead region. The skatepark will be located close to schools on town-owned vacant lot already designated for the park. Your branding will be seen by a wider audience as the park will not only draw in children from the local community but users from surrounding communities.

SUPPORT SAFE AMENITY DESIGN

Creating a safe, responsibly designed and attractive professional concrete park that will, unlike our previous park, be a permanent structure in the Town of Barrhead, and continue to be a draw for many years to come. It will also compliment and attract visitors from other recreational facilities in both Barrhead and surrounding communities.



WHAT WE'VE ACCOMPLISHED



We have come a long way towards realizing our goal of a professionally developed concrete skatepark in Barrhead. Through ongoing advocacy, and planning, we have managed to:

- ✓ Obtain support of the project from the general community,
- ✓ Secure a location for the new skatepark
- ✓ Research top skatepark developers and begin working with internationally renowned professional skatepark design-build company with vast experience in the region (New Line Skateparks)
- ✓ Work with the community and New Line to help establish the overall project vision and devise a fundraising plan
- ✓ Begin executing our facility fundraising strategy of grant writing, corporate donation and sponsorship solicitation, and in-kind donation solicitation.

WE NEED YOUR HELP



Although we have the budget to construct the facility, The Town of Barrhead is seeking funding partners to help raise the remaining money required to finish the facility (i.e., trees, shrubs, sod, seating, washrooms, repair stations, etc).

Contributions of cash and in-kind services of any amount are appreciated (see following pages for design and budget info), We do not require ongoing funding beyond this initial capital goal. Aside from regular maintenance such as lawn

mowing and debris cleanup, which will be provided by the Town of Barrhead, professionally designed, and constructed concrete skateparks have proven to be almost maintenance free and can last for decades!

SPONSORSHIP PACKAGES

We offer a wide range of sponsorship opportunities showing your personal or company support to the wider community through a variety of media channels with extensive exposure.

DID YOU KNOW?

DONATIONS
ARE **100% TAX**
DEDUCTIBLE



BRONZE SPONSORSHIP

PATHWAY TO SUCCESS

50 opportunities. Have a custom inscribed plaque on our supporter wall with your family or business name placed in the Skatepark entry, permanently.



SHARED FEATURE SPONSORSHIP

Have a skatepark feature permanently inscribed with your family or business name along with 2 other sponsors.

EXCLUSIVE FEATURE SPONSORSHIP

8 opportunities to have a skatepark feature permanently inscribed with your family or business name exclusively.

SPECTATOR BENCH SPONSORSHIP

Total 4 benches. Have a custom skateboard sculpture bench permanently inscribed with your family or business name exclusively!

PARK NAMING SPONSOR

1 opportunity to have the park entry signage permanently inscribed with your family or business name.

Notation on all marketing and promotional materials.

Company profile on social network posts for event promotions.

Dedicated "Thank You" post on all social networking platforms.

Branding at all major fundraising events.

Company profile on sponsorship section of park webpage.

Logo included on permanent signage at skatepark as major sponsor.

Exclusive table top or signage at main fundraising events plus acknowledgement from event emcee.

Thank you credits and logo placement on all video and audio marketing materials.

Opportunity to sample or demo product/service once per calendar year at the skatepark.

Main sponsor billing at all major fundraising events.

Main sponsor billing on all video and audio marketing materials.

VALUE

\$200 – \$500

Our sponsorship options are designed to suit all budgets and strategies with monthly instalment plans for our larger sponsorship packages. Based on our current funding model, construction of the park will commence in May 2022; therefore, all sponsorship opportunities

will run through this period and will be maintained until the completion of the park. For those sponsorships that include a permanent presence at the park (Bronze sponsorship and above), branding will extend through the life of the skatepark.

SILVER SPONSORSHIP	GOLD SPONSORSHIP	SPECTATOR BENCH SPONSORSHIP	PLATINUM SPONSORSHIP
✓			
	✓		
		✓	
			✓
	✓	✓	✓
	✓	✓	✓
✓	✓	✓	✓
	✓	✓	✓
	✓	✓	✓
	✓	✓	✓
	✓	✓	✓
	✓	✓	✓
	✓	✓	✓
			✓
			✓
\$2,000 – \$5,000	\$6,000 – \$9,000	\$10,000	\$100,000+

DONOR RECOGNITION SIGNAGE EXAMPLES

Park naming
rights samples



Custom inscribed plaque samples





Shared feature
sponsorship samples



Sample
spectator
bench

TOWN OF
BARRHEAD
ALBERTA

Contact us:

Box 4189, 5014 – 50 Avenue

Barrhead, AB T7N 1A2

T: 780-674-3301

www.barrhead.ca



REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: October 25, 2022

Re: Bank Statement – for month ending September 30, 2022

1.0 PURPOSE:

To approve the Monthly Bank Statement for the month ending September 30, 2022.

2.0 BACKGROUND AND DISCUSSION:

Not applicable.

3.0 ALTERNATIVES:

3.1 That Council approves the Monthly Bank Statement for the month ending September 30, 2022, as presented.

3.2 That Council tables the Monthly Bank Statement for the month ending September 30, 2022 and to instruct Administration to provide further information for the next regular Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

None

5.0 INTERDEPARTMENTAL IMPLICATIONS:

None

6.0 SENIOR GOVERNMENT IMPLICATIONS:

None

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Not Applicable

8.0 ATTACHMENTS:

8.1 Monthly Bank Statement for month ending September 30, 2022.

9.0 RECOMMENDATION:

That Council approves the Monthly Bank Statement for the month ending September 30, 2022, as presented.

(original signed by the CAO)

Edward LeBlanc
CAO

**TOWN OF BARRHEAD
MONTHLY BANK STATEMENT
FOR MONTH ENDED SEPTEMBER 30, 2022**

PER TOWN OF BARRHEAD:	SERVUS	
	GENERAL ACCT	TERM DEPOSITS
Net Balance - Previous Month	6,333,629.97	4,000,000.00
Receipts	4,933,142.67	
Interest	24,865.18	
Transfers from/to Term Deposits	0.00	
Cancelled Cheques	3,000.00	
SUBTOTAL	11,294,637.82	4,000,000.00
Disbursements	1,886,812.89	
Debentures/Interest	0.00	
School Requisition	0.00	
Transfers from/to General	0.00	4,000,000.00
NSF/Returned Cheques or Transfers	0.00	
Postdated Cheques	0.00	
NET BALANCE AT END OF MONTH	9,407,824.93	0.00

PER BANK:		
Balance at end of month	9,856,675.46	0.00
Outstanding Deposits	237,433.54	
SUBTOTAL	10,094,109.00	0.00
Outstanding Cheques	686,284.07	
NET BALANCE AT END OF MONTH	9,407,824.93	0.00

TERM DEPOSIT SUMMARY
FOR MONTH ENDED SEPTEMBER 30, 2022

<u>Financial Institution</u>	<u>Term Amount</u>	<u>Interest Rate</u>	<u>Term Started</u>	<u>Investment Details</u>
---	-------------------------------	---------------------------------	--------------------------------	----------------------------------

Total	\$ <u> -</u>			
--------------	--	--	--	--

**COUNCIL REPORTS
AS OF OCTOBER 25, 2022**

		Meeting (since last council)
Agricultural Society	Cr. Oswald (Alt. Cr. Kluin)	_____
Barrhead Accessibility Coalition	Cr. Kluin	_____
Barrhead Cares Coalition	Cr. Assaf	<u> X </u>
Barrhead & Area Regional Crime Coalition (BARCC)	Mayor McKenzie	_____
Barrhead Attraction & Retention Committee	Mayor McKenzie	_____
Barrhead & District Social Housing Association	Cr. Smith	_____
Barrhead Fire Services Committee	Cr. Assaf and Cr. Smith	_____
Barrhead Regional Airport Committee	Mayor McKenzie and Cr. Assaf	_____
Barrhead Regional Water Commission	Mayor McKenzie and Cr. Smith (Alt. Cr. Sawatzky)	_____
Capital Region Assessment Services Commission	Cr. Klumph	<u> X </u>
Chamber of Commerce	Cr. Oswald	_____
Community Futures Yellowhead East	Cr. Assaf (Alt. Cr. Kluin)	<u> X </u>
Economic Development Committee	Committee of the Whole	_____
Enhanced Policing School Resource Officer Committee	Cr. Sawatzky (Alt. Mayor McKenzie)	_____
Family & Community Support Services Society	Cr. Kluin and Cr. Oswald	<u> X </u>
Intermunicipal Collaboration Framework Committee	Cr. Assaf, Cr. Smith and Mayor McKenzie	_____
Library Board	Cr. Klumph (Alt. Cr. Sawatzky)	<u> X </u>
Municipal Emergency Advisory Commission	Cr. Assaf, Cr. Kluin and Cr. Smith	_____
Municipal Planning Commission	Cr. Assaf, Cr. Oswald and Cr. Sawatzky (Alt. Cr. Smith)	_____
Subdivision & Development Appeal Board	Cr. Klumph	_____
Twinning Committee	Cr. Klumph	_____
Yellowhead Regional Library Board	Cr. Klumph (Alt. Cr. Sawatzky)	_____

C.A.O Report

To: Town Council

Date: October 25, 2022

Re: October, 2022 C.A.O. Report

Enforcement Services:

The Department currently has 9 open files under review/investigation:

- Bylaw issues: 3 files
- Traffic Enforcement – (ie: speeding, school zone speeding, distracted driving): 4 files
- Animal control matters: 2 files

The Department successfully completed the enforcement on the Remedy Contraventions Order on 51st street.

Administration endorsed the required Affidavit to make an application to the Court of King's Bench for an application to enforce the Remedy Contraventions Order for a residential property on 55th street.

Fire Protection Services:

➤ Incidents from September 1 – September 30, 2022

- Fires: 6 (95.5 hours or 29.1% of total hours for the month of September)
- Rubbish/grass fires: 3 (29.75 hours or 9.1 % of the total man hours for the month of September)
- Rescues: 1 (1.1 hours or .3% of the total man hours for the month of September)
- Vehicle accidents: 7 (126.2 hours or 38.4% of the total man hours for the month of September)
- Public Hazard: 2 (8.0 hours or 2.4% of the total man hours for the month of September)
- Police assists: 1 (8.75 hours or 2.7% of the man hours for the month of September)

- Ambulance assists: 21 (52.6 hours or 16% of the total hours for the month of September)
- False Alarms: 5 (6.6 hours or 2.0% of the total man hours for the month of September)

For the month of September there were a total of 46 calls which represented a total of 328.5 firefighter hours.

- Membership of 36 with 30 responding. 2 new recruits and currently 4 on a leave of absence.

The following chart outlines the total ambulance assist calls responded by the Regional Fire Department, since the beginning of the year:

Response Levels	September	Town or County		Year to Date	Town or County
Level A – Not serious (ie: lift assist)	1			7	7 - Town 0 - County
Level B – More serious (ie: medical alert alarm)	7	5 - Town 2 - County		17	8 – Town 9 - County
Level C – Serious (ie: stroke or abnormal breathing)	0			4	4 – Town 0 – County
Level D – Possible life threatening (ie: chest pains, unconscious, overdose)	12	8 - Town 3 - County		84	59 – Town 25 – County
Level E – Life Threatening (ie: cardiac arrest, ineffective breathing)	1	1 - Town		10	6 – Town 4 – County
External Agency Assist	0			1	1 - County
Total calls	21			123	84 – Town 39 – County
Total hours spent on calls	52.6 hours or 16.0% of total hours			371.5 hours or 20.65% of total hours	
Fire Dept. arriving before EMS	11			66	
Fire Dept. arriving before EMS (%)	52.4%			53.65%	

➤ Training

- Urban interface wildland structural protection, provincial sponsored regional course.
- Pumping operations.
- Wildland sprinkler protection reviewed.
- Evaluated and proctored NFPA level 1 firefighter for The Town of Westlock Fire Department.

➤ Other

- The repelling prop was completed for the training grounds

Recreation Services:

➤ Operational:

- Parks & Recreation showed their support for Truth & Reconciliation Day with the Department wearing orange shirts.
- The Department had a booth at Make the Connection which was hosted in the Curling Rink.
- Shutting down of municipal parks for the season by removing porta potties and winterizing areas with running water.
- Clean up of Wild Rose Rodeo and installed ice in the arena.
- Starting to plan the Swim to Survive program.
- The Recreation Department has applied for the Blue Cross Built Together grant to potentially fund a musical playground, successful applicants will be notified in December.

➤ Capital:

- Pool repair is going well, they are prepping to start tiling
- Replacing shower heads project is almost complete
- The Department completed some outstanding capital projects

➤ Upcoming Special Events:

- Free Fall Craft Kits are being handed out at the pool October 3-7, participants who complete the craft and submit a photo will be entered to win a free round of swim lessons.
- Registration is open for various craft workshops.
- The Department continues to host PD Day Camps in partnership with FCSS with the next one scheduled for October 7th.

- Pumpkin Walk will be on October 28, 6-8pm. In conjunction with the Pumpkin Walk, the Recreation Department will host a “Stranger Things” themed Haunted House in the Charles Godberson Room for ages 16+
- The following are the planning video production for the month of October:

<u>Video</u>	<u>Release Date</u>	<u>Description</u>	<u>Pillar</u>
Pumpkin Walk	October 7, 2022	Discuss activities and format for the 2022 Pumpkin Walk	Recreation Services
Communities in Bloom Evaluation	October 14, 2022		Economic Development
Park Updates	October 21, 2022		Recreation Services
Your Good Morning – Episode 9	October 29, 2022		Economic Development

Transportation Services:

- Operational
 - Paving complete on 55st. Barrmanor, between 59th & 60th avenue
 - Sewer main annual flushing ongoing.
 - Industrial Park reservoir rehab on going, installing new piping and electrical.
 - Hydrant winterizing to commence.
 - Trees on Main Street have been trimmed. A few Elms trees to be trimmed as well now that we are in the Fall season.
 - Pavers to start utility repair asphalt patching by the end of the week or the next.
 - Fall street sweeping has started.
 - Backfilling sidewalk replacements on-going
 - Lane blading and graveling is mostly completed excluding a few areas.

Edward LeBlanc - CAO

(original report signed by the C.A.O.)