

**Town of Legal  
Regular Council Meeting  
September 15, 2025  
7:00 PM  
Council Chambers**

**AGENDA**

**1.0      Call to Order with acknowledgement of meeting on Treaty 6 Territory**

**2.0      Additions and/or Deletions to the Agenda**

**3.0      Adoption of Agenda**

**4.0      Public Hearing**

**5.0      Adoption of Previous Minutes**

5.1    Errors or Omissions

5.2    Adoption of Minutes – September 2, 2025, Regular Council Meeting

**6.0      Delegations, Petitions or Presentations**

6.1    Staff Sergeant Darcy McGunigal, Morinville RCMP (7:00 P.M.)

6.2    Mike Gagne, Legal & District Fire Department, Retired (7:30 P.M.)

6.3    Nick Golden, RE/MAX – Closed Session (8:00 P.M.)

**7.0      Unfinished Business**

7.1    Procedural Bylaw #05-2025

**8.0      Reports**

8.1    Chief Administrative Officer

8.2    Manager of Corporate Services

8.3    Operations Supervisor

8.4    Councillor Reports

- Mayor Tremblay
- Deputy Mayor Beaton
- Councillor Hills
- Councillor Jones
- Councillor Malott

**9.0      Correspondence**

9.1 Sturgeon County Bylaw Statistics, August 2025

9.2 Meeting with RCMP at Alberta Municipalities Convention

9.3 Meeting with Minister of Municipal Affairs at Alberta Municipalities Convention

**10.0      New Business**

10.1      ATCO Gas & Pipelines Ltd Franchise Agreement

10.2      Centralta Tourism Society, Mural Installation at SVF Sports Centre

10.3      Council Meeting Absenteeism Request

10.4      Centralta Community Centre Facility Use Request

10.5      Council Committee Bylaw 10-2021

**11.0      Closed Session**

**12.0      Adjournment**

Regular Council Meeting of the Town of Legal in the Province of Alberta held in Council Chambers, September 2, 2025, commencing at 7:00 P.M.

**PRESENT:** Mayor Tremblay, Deputy Mayor Beaton, Councillor Jones, Councillor Malott

**ABSENT:** Councillor Hills

**STAFF:** Robert Proulx – Chief Administrative Officer  
Anna Keane - Finance Assistant

### **CALL TO ORDER**

Mayor Tremblay called the meeting to order at 7:00 P.M. and acknowledged the traditional territories of the Indigenous peoples of the Treaty 6 region and the Métis Settlements and Métis Nation of Alberta, Regions 2, 3 and 4. We respect the histories, languages, and cultures of First Nations, Metis, Inuit, and all First Peoples of Canada, whose presence continues to enrich our community.

### **ADDITIONS AND/OR DELETIONS TO THE AGENDA**

None.

### **ADOPTION OF AGENDA**

**12503**

Resolution #12503

Moved by: Deputy Mayor Beaton

**RESOLVED** that the Agenda for September 2<sup>nd</sup>, 2025, regular meeting of Council be adopted as presented.

**CARRIED 5-0**

### **ADOPTION OF PREVIOUS MINUTES**

**12504**

Resolution #12504

Moved by: Councillor Jones

**RESOLVED** that the Minutes for the August 18<sup>th</sup>, 2025 Regular Meeting of Council be adopted as presented.

**CARRIED 5-0**

### **DELEGATIONS**

Jenny Baril, Chair, Town of Legal Library Board

Mayor Tremblay welcome Jenny Baril of the Town of Legal Library Board to present and update as well as provide some statistical information that has been put together by the new library manager, Ryan Bowden. The library has seen a significant increase in foot traffic and card holders since April of this year. The programs and activities, such as Summer Reading Challenge, Dungeons and Dragons Club, Science Day and other events have seen a great number of participants. The library continues to attract attention by using social media and other partnership and community links.

The library does face some challenges, one of them being that the space is very small, and this limits the amount of programming, as well as storage space. The board is requesting to be able to utilize the community room next door on an ongoing basis on Tuesday and Thursday afternoons for programming. They are also requesting the option to have a permanent key to the community room as picking up and dropping off keys at the Town office is proving to be difficult to coordinate.

There was also a suggestion to the possibility of obtaining permanent signage on the main roads, making it easier to locate the facility.

As the library has limited funding, it translates to limited services and programs. Ideally the Board would like to increase the paid hours of the manager, however limited funding is making this difficult. There are lots of services being offered by volunteers. Funding currently is mainly from the province, Sturgeon County and the Town of Legal. The library is hoping to implement some events in order to generate additional funds and ideally would like additional funding for more programs.

### **UNFINISHED BUSINESS**

None.

### **REPORTS**

#### **CHIEF ADMINISTRATIVE OFFICER**

Report was submitted and will form part of the Council agenda package.

#### **MANAGER OF CORPORATE SERVICES**

No report.

#### **OPERATIONS SUPERVISOR**

No report.

### **COUNCILLOR REPORTS**

**Mayor Tremblay**

*Town of Legal Committee Meetings:*

Rosieridge Regional Waste Management Service Commission Update – August 25, 2025

Homeland Housing meeting – August 28, 2025

*Other Meetings:*

None.

**Deputy Mayor Beaton**

*Town of Legal Committee Meetings:*

Rosieridge Regional Waste Management Service Commission Update – August 25, 2025

*Other Meetings:*

None.

**Councillor Hills**

*No report.*

**Councillor Jones**

*Town of Legal Committee Meetings:*

Rosieridge Regional Waste Management Service Commission Update – August 25, 2025

Sturgeon Regional Emergency Management Partnership Committee meeting – August 25, 2025

Arena Grand Opening meeting – August 27, 2025

*Other Meetings:*

Interview with Cross border Media – August 19, 2025

Alberta Municipalities Planning Sessions – August 20-23, 2025

**Councillor Malott**

*Town of Legal Committee Meetings:*

Rosieridge Regional Waste Management Service Commission Update – August 25, 2025

*Other Meetings:*  
None.

**12505**      Resolution #12505      Moved by: Deputy Mayor Beaton

**RESOLVED** that the reports be accepted as presented.

**CARRIED 5-0**

**CORRESPONDENCE**

Centralta Tourism Society, Repairs of Murals  
Received as information.

Thank you Letter from Sturgeon County Re: Mayor's Golf Tournament and Save the Date  
Received as information.

Thank You Letter from Sturgeon County Re: Redwater Natural Area Fire  
Received as information.

ABmunis Recommendations on the Implementation of Bill 50 Changes  
Received as information.

**12506**      Resolution #12506      Moved by: Councillor Jones

**RESOLVED** that the correspondence be accepted as presented.

**CARRIED 5-0**

**NEW BUSINESS**

2026 FortisAlberta Franchise Fee

**12507**      Resolution #12507      Moved by: Councillor Malott

**RESOLVED** that the FortisAlberta franchise fee remain at Twenty Percent (20%) for 2026 and the revenue generated be distributed as follows: Three Percent (3%) for Economic Development Initiatives, Five Percent (5%) for policing costs, and Twelve Percent (12%) for the Legal Arena & Curling Rink Retrofit Project loan repayment.

**CARRIED 5-0**

Repairs to Town of Legal Flusher Truck

**12508**      Resolution #12508      Moved by: Councillor Jones

**RESOLVED** that the Town of Legal approve the cost to replace the compensator valve on the hydraulic pump for the Town of Legal Flusher Truck in the amount of Nine Thousand One Hundred Ninety-Four Dollars and Forty-One Cents (\$9,194.41) as described in Quote 039031, provided by Joe Johnson Equipment.

**CARRIED 5-0**

Town of Legal Library Board Member Renewal

**12509**

Resolution #12509

Moved by: Deputy Mayor Beaton

**RESOLVED** that the Town of Legal appoint Genevieve Warren for a second three-year (3) term commencing September 2, 2025 to September 2, 2028 as a volunteer member of the Town of Legal Library Board.

**CARRIED 5-0**

**CLOSED SESSION**

None.

**ADJOURNMENT**

**12510**

Resolution #12510

Moved by: Councillor Malott

**RESOLVED** that the meeting be adjourned at 8:39 P.M.

**CARRIED 5-0**

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Mayor

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Chief Administrative Office



August 26, 2025

Carol Tremblay  
Mayor  
Legal, AB

Dear Mayor Tremblay,

Please find attached the quarterly Community Policing Report covering the period from April 1<sup>st</sup> to June 30<sup>th</sup>, 2025. This report provides a snapshot of human resources, financial data, and crime statistics for the Morinville Detachment.

I would like to take this opportunity to introduce our new Commanding Officer, Deputy Commissioner Trevor Daroux. Many of you may be familiar with Deputy Commissioner Daroux as he was the Criminal Operations Officer in Alberta before taking on this new role. He believes all Alberta RCMP employees are empowered to lead, collaborate, and contribute at all levels, and knows that they are the strength of the service. Through collaboration and partnership with the communities we serve, Deputy Commissioner Daroux knows together we are supporting safer, stronger, and more connected communities across Alberta.

Deputy Commissioner Daroux has 37 years of policing experience and has also served with the Calgary Police Service. He has served as a Deputy Chief in Charge of the Bureau of Community Policing in Calgary, and as the Director General National Crime Prevention and Indigenous Policing Services for the RCMP, among many other operational and administrative roles. Deputy Commissioner Daroux is focused on continuing to build a modern, progressive police service – one that values innovation, embraces change, and reflects the diverse needs of Alberta.

Thank you for your ongoing support and engagement. As your Chief of Police for your community, please do not hesitate to contact me with any questions or concerns.

Best regards,

S/Sgt. Darcy McGunigal  
Chief of Police  
RCMP Morinville Detachment





## Alberta RCMP - Provincial Policing Report

### Detachment Information

**Detachment Name**

Morinville

**Detachment Commander**

Click or tap here to enter text.

**Report Date**

Click or tap to enter a date.

**Fiscal Year**

2025-26

**Quarter**

Q1 (April - June)

### Community Priorities

**Priority #1: Property - Crime Reduction****Updates and Comments:**

Excellent updates on General Investigation Section (GIS) contributions, implementation of Habitual Offender Management program, and crime prevention and awareness initiatives in the community. Q1 has seen projected reductions in break and enters and vehicle thefts. YTD B&E reduction is not on target but still seeing a year over year reduction. Vehicle thefts projecting to annual total of 96, far exceeding target.

**Priority #2: Community Engagement****Updates and Comments:**

Monthly roundup emails have been sent to all municipalities at the end of April, May, and June. These include summaries of notable police activity for the month, with the respective municipalities distributing this information to the public through their social media platforms.

Positive Ticketing program also launched on May 1. Approximately 400 tickets handed out during Q1 with another 100 expected for July/August.

Weekly RAVE bulletins started in May and continue every Friday. These include weekly summaries of policing activities, including weekly call volumes.

Members attended four Coffee with a Cop sessions in Q1 (Gibbons, Bon Accord, Morinville, Sturgeon County). We also participated in this year's local festival and Show N' Shine on June 14.





## Priority #3: Police Visibility

### Updates and Comments:

Three joint operations held with local enforcement partners with a focus on visible patrols and traffic enforcement. Well organized by a detachment member, especially with the demands of G7 this quarter. RAVE updates being completed by the watches in addition to weekly posts.

Weekly RAVE bulletins started in May and continue every Friday. These include weekly summaries of policing activities, including weekly call volumes.





## Provincial Service Composition

| Staffing Category  | Established Positions | Working | Soft Vacancies | Hard Vacancies |
|--------------------|-----------------------|---------|----------------|----------------|
| Regular Members    | 16                    | 15      | 3              | 0              |
| Detachment Support | 4                     | 4       | 0              | 0              |

### Notes:

1. Data extracted on June 30, 2025 and is subject to change.
2. Soft Vacancies are positions that are filled but vacant due to maternity/paternity leave, medical leave, etc. and are still included in the overall FTE count.
3. Hard Vacancies reflect positions that do not have an employee attached and need to be filled.

### Comments:

Police Officers: Of the 16 established positions, 15 officers are currently working. There are three officers on special leave (one Parental and two Medical). One of these positions have been backfilled to ensure coverage. There are two positions that have two officers assigned to each. There is no hard vacancy at this time.

Detachment Support: Of the four established positions, four resources are currently working with none on special leave. There is one position that is Surplus to Establishment and one position with two resources assigned to it. There is no hard vacancy at this time.





## Morinville Provincial Detachment

### Crime Statistics (Actual)

Q1 (April - June): 2021 - 2025

All categories contain "Attempted" and/or "Completed"

July 8, 2025

| CATEGORY                         | Trend | 2021       | 2022       | 2023       | 2024       | 2025       | % Change<br>2021 - 2025 | % Change<br>2024 - 2025 | Avg File +/-<br>per Year |
|----------------------------------|-------|------------|------------|------------|------------|------------|-------------------------|-------------------------|--------------------------|
| Offences Related to Death        |       | 0          | 0          | 2          | 2          | 2          | N/A                     | 0%                      | 0.6                      |
| Robbery                          |       | 0          | 0          | 4          | 1          | 1          | N/A                     | 0%                      | 0.3                      |
| Sexual Assaults                  |       | 14         | 7          | 10         | 5          | 10         | -29%                    | 100%                    | -1.0                     |
| Other Sexual Offences            |       | 10         | 4          | 7          | 1          | 5          | -50%                    | 400%                    | -1.3                     |
| Assault                          |       | 55         | 50         | 42         | 44         | 52         | -5%                     | 18%                     | -1.2                     |
| Kidnapping/Hostage/Abduction     |       | 1          | 0          | 1          | 0          | 0          | -100%                   | N/A                     | -0.2                     |
| Extortion                        |       | 1          | 4          | 0          | 1          | 0          | -100%                   | -100%                   | -0.5                     |
| Criminal Harassment              |       | 6          | 9          | 15         | 18         | 8          | 33%                     | -56%                    | 1.3                      |
| Uttering Threats                 |       | 24         | 26         | 20         | 32         | 23         | -4%                     | -28%                    | 0.4                      |
| <b>TOTAL PERSONS</b>             |       | <b>111</b> | <b>100</b> | <b>101</b> | <b>104</b> | <b>101</b> | <b>-9%</b>              | <b>-3%</b>              | <b>-1.6</b>              |
| Break & Enter                    |       | 32         | 28         | 29         | 34         | 30         | -6%                     | -12%                    | 0.2                      |
| Theft of Motor Vehicle           |       | 30         | 33         | 28         | 28         | 21         | -30%                    | -25%                    | -2.3                     |
| Theft Over \$5,000               |       | 7          | 6          | 5          | 5          | 2          | -71%                    | -60%                    | -1.1                     |
| Theft Under \$5,000              |       | 61         | 58         | 53         | 31         | 33         | -46%                    | 6%                      | -8.3                     |
| Possn Stn Goods                  |       | 30         | 24         | 27         | 28         | 31         | 3%                      | 11%                     | 0.6                      |
| Fraud                            |       | 24         | 22         | 28         | 38         | 31         | 29%                     | -18%                    | 3.0                      |
| Arson                            |       | 8          | 3          | 1          | 0          | 4          | -50%                    | N/A                     | -1.1                     |
| Mischief - Damage To Property    |       | 50         | 53         | 52         | 36         | 45         | -10%                    | 25%                     | -2.7                     |
| Mischief - Other                 |       | 29         | 19         | 40         | 36         | 31         | 7%                      | -14%                    | 2.1                      |
| <b>TOTAL PROPERTY</b>            |       | <b>271</b> | <b>246</b> | <b>263</b> | <b>236</b> | <b>228</b> | <b>-16%</b>             | <b>-3%</b>              | <b>-9.6</b>              |
| Offensive Weapons                |       | 5          | 6          | 9          | 8          | 6          | 20%                     | -25%                    | 0.4                      |
| Disturbing the peace             |       | 11         | 13         | 18         | 16         | 24         | 118%                    | 50%                     | 2.9                      |
| Fail to Comply & Breaches        |       | 27         | 23         | 21         | 14         | 41         | 52%                     | 193%                    | 1.9                      |
| <b>OTHER CRIMINAL CODE</b>       |       | <b>17</b>  | <b>23</b>  | <b>19</b>  | <b>21</b>  | <b>18</b>  | <b>6%</b>               | <b>-14%</b>             | <b>0.0</b>               |
| <b>TOTAL OTHER CRIMINAL CODE</b> |       | <b>60</b>  | <b>65</b>  | <b>67</b>  | <b>59</b>  | <b>89</b>  | <b>48%</b>              | <b>51%</b>              | <b>5.2</b>               |
| <b>TOTAL CRIMINAL CODE</b>       |       | <b>442</b> | <b>411</b> | <b>431</b> | <b>399</b> | <b>418</b> | <b>-5%</b>              | <b>5%</b>               | <b>-6.0</b>              |

6.1



## Morinville Provincial Detachment

### Crime Statistics (Actual)

Q1 (April - June): 2021 - 2025

All categories contain "Attempted" and/or "Completed"

July 8, 2025

| CATEGORY                               | Trend | 2021       | 2022       | 2023       | 2024       | 2025       | % Change<br>2021 - 2025 | % Change<br>2024 - 2025 | Avg File +/-<br>per Year |
|----------------------------------------|-------|------------|------------|------------|------------|------------|-------------------------|-------------------------|--------------------------|
| Drug Enforcement - Production          |       | 0          | 0          | 0          | 0          | 0          | N/A                     | N/A                     | 0.0                      |
| Drug Enforcement - Possession          |       | 1          | 1          | 1          | 1          | 1          | 0%                      | 0%                      | 0.0                      |
| Drug Enforcement - Trafficking         |       | 5          | 1          | 1          | 3          | 5          | 0%                      | 67%                     | 0.2                      |
| Drug Enforcement - Other               |       | 0          | 0          | 0          | 0          | 0          | N/A                     | N/A                     | 0.0                      |
| <b>Total Drugs</b>                     |       | <b>6</b>   | <b>2</b>   | <b>2</b>   | <b>4</b>   | <b>6</b>   | <b>0%</b>               | <b>50%</b>              | <b>0.2</b>               |
| Cannabis Enforcement                   |       | 0          | 0          | 1          | 1          | 0          | N/A                     | -100%                   | 0.1                      |
| Federal - General                      |       | 5          | 8          | 7          | 3          | 2          | -60%                    | -33%                    | -1.1                     |
| <b>TOTAL FEDERAL</b>                   |       | <b>11</b>  | <b>10</b>  | <b>10</b>  | <b>8</b>   | <b>8</b>   | <b>-27%</b>             | <b>0%</b>               | <b>-0.8</b>              |
| Liquor Act                             |       | 12         | 6          | 5          | 5          | 17         | 42%                     | 240%                    | 0.9                      |
| Cannabis Act                           |       | 1          | 1          | 2          | 1          | 3          | 200%                    | 200%                    | 0.4                      |
| Mental Health Act                      |       | 49         | 47         | 38         | 30         | 37         | -24%                    | 23%                     | -4.1                     |
| Other Provincial Stats                 |       | 86         | 67         | 58         | 75         | 98         | 14%                     | 31%                     | 3.2                      |
| <b>Total Provincial Stats</b>          |       | <b>148</b> | <b>121</b> | <b>103</b> | <b>111</b> | <b>155</b> | <b>5%</b>               | <b>40%</b>              | <b>0.4</b>               |
| Municipal By-laws Traffic              |       | 2          | 0          | 3          | 3          | 3          | 50%                     | 0%                      | 0.5                      |
| Municipal By-laws                      |       | 18         | 13         | 12         | 15         | 25         | 39%                     | 67%                     | 1.6                      |
| <b>Total Municipal</b>                 |       | <b>20</b>  | <b>13</b>  | <b>15</b>  | <b>18</b>  | <b>28</b>  | <b>40%</b>              | <b>56%</b>              | <b>2.1</b>               |
| Fatals                                 |       | 2          | 1          | 0          | 3          | 2          | 0%                      | -33%                    | 0.2                      |
| Injury MVC                             |       | 9          | 13         | 14         | 8          | 20         | 122%                    | 150%                    | 1.7                      |
| Property Damage MVC (Reportable)       |       | 48         | 69         | 51         | 50         | 46         | -4%                     | -8%                     | -2.3                     |
| Property Damage MVC (Non Reportable)   |       | 9          | 12         | 10         | 17         | 11         | 22%                     | -35%                    | 0.9                      |
| <b>TOTAL MVC</b>                       |       | <b>68</b>  | <b>95</b>  | <b>75</b>  | <b>78</b>  | <b>79</b>  | <b>16%</b>              | <b>1%</b>               | <b>0.5</b>               |
| Roadside Suspension - Alcohol (Prov)   |       | 8          | 1          | 7          | 12         | 14         | 75%                     | 17%                     | 2.3                      |
| Roadside Suspension - Drugs (Prov)     |       | 0          | 0          | 1          | 1          | 0          | N/A                     | -100%                   | 0.1                      |
| <b>Total Provincial Traffic</b>        |       | <b>839</b> | <b>564</b> | <b>503</b> | <b>674</b> | <b>761</b> | <b>-9%</b>              | <b>13%</b>              | <b>-4.6</b>              |
| <b>Other Traffic</b>                   |       | <b>2</b>   | <b>7</b>   | <b>2</b>   | <b>3</b>   | <b>3</b>   | <b>50%</b>              | <b>0%</b>               | <b>-0.2</b>              |
| <b>Criminal Code Traffic</b>           |       | <b>49</b>  | <b>23</b>  | <b>15</b>  | <b>30</b>  | <b>17</b>  | <b>-65%</b>             | <b>-43%</b>             | <b>-5.7</b>              |
| <b>Common Police Activities</b>        |       |            |            |            |            |            |                         |                         |                          |
| False Alarms                           |       | 27         | 27         | 18         | 24         | 28         | 4%                      | 17%                     | -0.1                     |
| False/Abandoned 911 Call and 911 Act   |       | 38         | 2          | 3          | 10         | 20         | -47%                    | 100%                    | -2.8                     |
| Suspicious Person/Vehicle/Property     |       | 152        | 105        | 139        | 158        | 117        | -23%                    | -26%                    | -1.7                     |
| Persons Reported Missing               |       | 12         | 19         | 12         | 13         | 13         | 8%                      | 0%                      | -0.4                     |
| Search Warrants                        |       | 0          | 1          | 0          | 0          | 0          | N/A                     | N/A                     | -0.1                     |
| Spousal Abuse - Survey Code (Reported) |       | 54         | 47         | 50         | 73         | 63         | 17%                     | -14%                    | 4.4                      |
| Form 10 (MHA) (Reported)               |       | 8          | 5          | 1          | 0          | 3          | -63%                    | N/A                     | -1.5                     |



# Morinville RCMP 1st Quarter Report

S/Sgt. Darcy McGunigal  
Detachment Commander  
Morinville R.C.M.P.



Royal Canadian Mounted Police    Gendarmerie royale du Canada



# Purpose

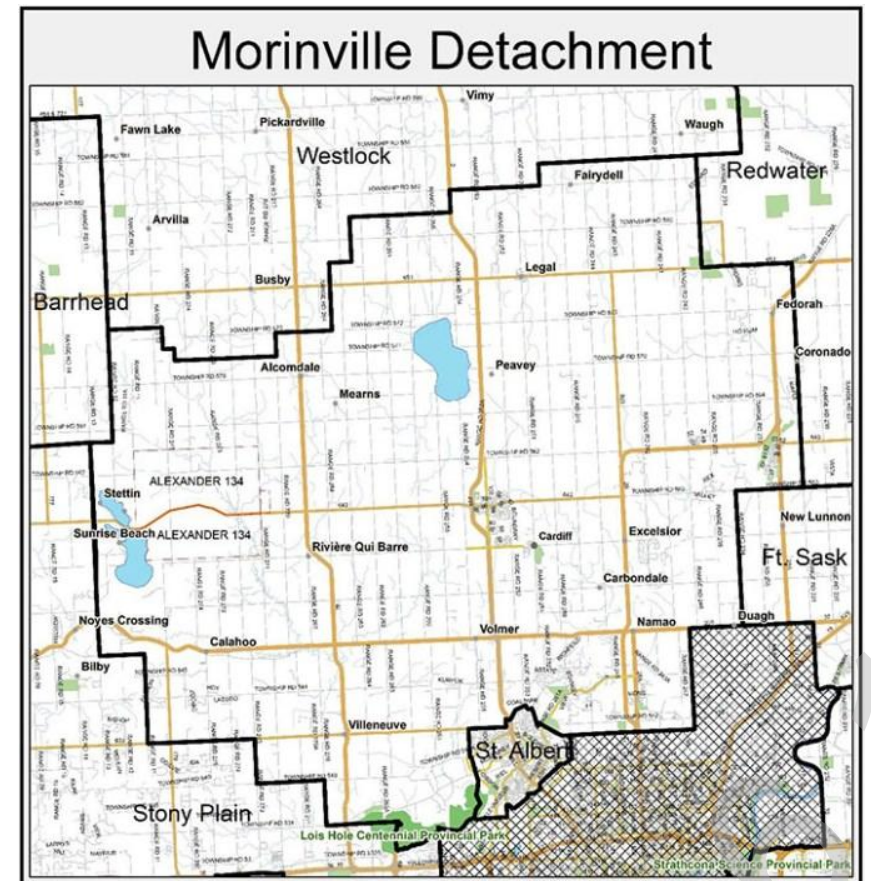
To provide an update to Council on the operations of the Morinville RCMP Detachment.



# Jurisdiction and Call Volume

The Morinville R.C.M.P. Detachment provides 24-hour policing services to several municipalities and communities:

- Alexander First Nation
- Sturgeon County
- Town of Bon Accord
- Town of Gibbons
- Town of Legal
- Town of Morinville



# Human Resources

Morinville Detachment is comprised of 40 personnel:

- 1 Staff Sergeant
- 1 Sergeant
- 5 Corporals
- 18 (+1) Constables including the School Resource Officer
- 4 Public Service Employees
- 4 Town of Morinville Full Time Employees
- 5 Town of Morinville Casual Employees
- 1 Reservist Constable

# RCMP Morinville Detachment 2025/26 Policing Priorities

1. Property Crime Reduction
2. Community Engagement
3. Police Visibility



# Morinville Detachment Crime Statistics

## Town of Legal

| OFFENCE                          | Quarter 1<br>(April 1 to June 30) | Quarter 1<br>(2024<br>Comparison) | Year to Date<br>(April 1 to June<br>30) | Year to Date<br>(2024<br>Comparison) |
|----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------------|--------------------------------------|
| Spousal Abuse                    | 3                                 | 1                                 | 3                                       | 1                                    |
| Mental Health Act                | 2                                 | 1                                 | 2                                       | 1                                    |
| RPACT Referrals                  | 0                                 | 0                                 | 0                                       | 0                                    |
| Break and Enter<br>(Residential) | 0                                 | 1                                 | 0                                       | 1                                    |
| Break and Enter<br>(Commercial)  | 1                                 | 1                                 | 1                                       | 1                                    |
| Theft of Vehicles                | 0                                 | 2                                 | 0                                       | 2                                    |
| Fraud                            | 3                                 | 2                                 | 3                                       | 2                                    |
| Suspicious<br>Persons            | 3                                 | 9                                 | 3                                       | 9                                    |

# Morinville Detachment Crime Statistics

## Town of Legal

Total RCMP Calls for Service with the Town of Legal

Quarter 1 (Apr 1 to Jun 30): 56

Previous Quarter (Jan 1 to Mar 31): 53

Year to Date (April 1 to Jun 30): 56

2024 Quarter 1 Comparison (Apr 1 to Jun 30): 63

2024 Year to Date Comparison (Apr 1 to Jun 30): 63

# Notable Investigations

April 4: 24 y.o. male arrested in possession of a truck stolen from Ponoka near Township Road 572 north of Bon Accord. RCMP Crime Reduction Unit and air services followed vehicle from Edmonton. The vehicle was disabled with a spike belt and suspect arrested after fleeing on foot. Suspect charged with theft, dangerous driving, possessing break-in instruments, several weapons related charges, and failing to comply with previous conditions of release. Sentenced to 210 days in custody and lifetime firearms ban.

April 5: 40 y.o. male arrested in a car stolen from Edmonton on Highway 651 near Legal. Suspect charged with two counts of stolen property and two counts of failing to comply with previous release conditions. Sentenced to 150 days in custody.

April 6: 34 y.o. male arrested driving on Highway 651 near Legal. Driver arrested on multiple arrest warrants and subject to numerous court ordered conditions. Charged with four counts of failing to comply with release conditions. Sentenced to 1 day in custody.



# Notable Investigations

April 10: Complaint of suspicious activity led to search warrant at residence in Sturgeon County near Namao. Stolen motorcycle from Sturgeon County and stolen car from Edmonton were recovered. 30 y.o. man arrested and charged with possession stolen property and failing to comply with previous release conditions. Sentenced to 150 days in custody.

April 17: 46 y.o. female arrested in truck on Highway 2 just outside of St. Albert. Traffic stop and vehicle search led to seizure of drug paraphernalia and 50 grams of crystal meth. Suspect charged with drug possession.

April 29: 59 y.o. male arrested on TR 554 near Highway 28 in a truck stolen from Edmonton with a travel trailer stolen from Spruce Grove. Suspect charged with two counts of stolen property.

April 30: Residence broken into on TR 570 south of Legal resulting in various items being stolen. Investigation led to charge of break and enter against a 41 y.o. female from Edmonton.



# Notable Investigations

April 30: Complaint of suspicious activity on RR 250 south of Legal led police to a truck stolen from Edson and involved in a hit and run in St. Albert earlier that day. 33 y.o. man arrested and charged with possessing stolen property, break-in instruments, driving while prohibited, and resisting arrest. Sentenced to 210 days in custody.

May 20: 69 y.o. male arrested on Alexander First Nation after setting fire to a recreational vehicle with two occupants inside. Both people survived and escaped. Suspect charged with arson with disregard for human life.

May 23: 47 y.o. male arrested in stolen vehicle near Highway 37 and Range Road 234. Truck stolen from Edmonton. Suspect charged with possession of stolen property.

May 26: 27 y.o. man arrested for stealing a bike that was parked by a 16 year old boy at a convenience store in Gibbons. Further investigation led to a suspect arrested and charged with theft.



# Notable Investigations

May 31: Police responded to report of suspicious activity near Range Road 233 north of Bon Accord. 28 y.o. female arrested in a truck stolen from Edmonton. Suspect charged with possessing stolen property and three counts of failing to comply with previous release conditions.

June 3: Police responded to alarm at a business in Gibbons. Suspects had broken in and stolen three all terrain vehicles and fled before police arrived. Investigation led to recovery of all three vehicles and arrest of a 30 y.o. male. Suspect charged with break & enter and theft.

June 5: Police responded to report of suspicious activity near Range Road 233 north of Bon Accord. 27 y.o. male arrested in a truck stolen from St. Albert. Suspect charged with possessing stolen property.

June 27: Police responded to report of suspicious activity on 107 Avenue in Morinville. 23 y.o. male arrested in possession of motorcycle stolen from St. Albert. Suspect charged with possessing stolen property, resisting arrest, and five counts of failing to comply with previous release conditions. Sentenced to 58 days in custody.



# Community Engagement

- School Resource Officer Program
- Morinville Show n' Shine
- Coffee with Cop Sessions
- Sturgeon Regional Positive Ticketing



# Questions?



## TOWN OF LEGAL

### Report to Council

- ☒ Request for Decision
- ☐ Request for Direction
- ☐ For Council Information

|                 |                                             |
|-----------------|---------------------------------------------|
| Meeting:        | <b>Regular Council</b>                      |
| Meeting Date:   | September 15, 2025                          |
| Presented By:   | Robert Proulx, Chief Administrative Officer |
| Title:          | Council Procedural Bylaw                    |
| Agenda Item No: | 7.1                                         |

#### **BACKGROUND / PROPOSAL:**

Due to recent changes to the *Municipal Government Act* (MGA) in Bill 20, municipalities are required to offer electronic options for public hearings on planning and development matters. This may include using a telephone, or online options. The last day to pass this bylaw is April 30, 2025.

A proposed Council Procedural Bylaw was presented to Council at the April 22, 2025 Council meeting, in which it received first reading. Council then passed a motion to postpone further readings of Bylaw 05-2025 until the Government of Alberta adopts Bill 50.

The *Municipal Affairs Amendment Act, 2025* (MASAA, 2025) received Royal Assent on May 15, 2025 and made changes to the MGA. The changes were proclaimed with the exception of the requirements for the CAO to report the use of natural person powers.

Also, on June 11, 2025, the *Access to Information Act* (ATIA) and the *Protection of Privacy Act* (POPA) came into effect and repealed the *Freedom of Information Act* (FOIP). As such, the names of the Acts have been changed in the Bylaw #05-2025.

Administration is recommending Council to give Procedural Bylaw 05-2025 second reading as amended and final third reading at the September 15, 2025 Council meeting.

#### **DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:**

Electronic options for public hearings will ensure more residents are aware and informed of, and may participate in, local planning and development matters.

Municipalities will now be restricted from offering any additional public hearings addressing council consideration of residential or mixed-use planning developments if those hearings are not already mandated by legislation (in the MGA or other legislation).

Limiting municipalities to only holding public hearings for planning and development matters that are required in legislation will ensure that development follows legislated timelines without undue delays. The public will still be able to engage through the required public hearings without municipalities holding additional public hearings.

Relevant MGA sections • s. 199, s. 216.1, s. 216.4

**COSTS / SOURCE OF FUNDING (if applicable):**

Not applicable in any direct way.

**RECOMMENDED ACTION (by originator):**

It is recommended that Council give the Council Procedural Bylaw second reading as amended and final third reading at the September 15, 2025 Council meeting.

**TOWN OF LEGAL  
BYLAW #05-2025  
PROCEDURAL BYLAW**

**A BYLAW OF THE TOWN OF LEGAL, IN THE PROVINCE OF ALBERTA, TO REGULATE THE PROCEEDINGS OF COUNCIL MEETINGS AND THE TRANSACTING OF BUSINESS BY COUNCIL FOR THE MUNICIPALITY.**

**WHEREAS**, it is Council's desire to establish and follow a process and procedure of municipal governance that reflects an open, transparent government where decisions are made after all information has been provided; and

**WHEREAS**, pursuant to the *Municipal Government Act, R.S.A. 2000, c. M-26*, and amendments thereto, Council may pass bylaws in relation to the procedures of Council and Council Committees, and the conduct of elected officials and members of Council Committees; and

**WHEREAS**, Council hereby establishes the following rules and regulations for the order and conduct in which all Council and committee meetings shall transact its business.

**NOW THEREFORE**, the Council of the Town of Legal duly assembled enacts as follows:

**1. TITLE**

- 1.1 This Bylaw may be cited as the "Council Procedural Bylaw".

**2. DEFINITIONS**

- 2.1 "Act" means the *Municipal Government Act (MGA), R.S.A. 2000, c.M-26*, any regulations thereunder and any amendments or successor legislation thereto.
- 2.2 "Administration" means the administrative and operational arm of the Municipality, comprised of the various departments and business units and including all Town staff who operate under the leadership and supervision of the Chief Administrative Officer.
- 2.3 "Agenda" means the agenda for regular or special meetings of Council prepared pursuant to Section 9 of this Bylaw.
- 2.4 "Chief Administrative Officer (CAO)" means the Chief Administrative Officer of the Town of Legal, or their designate.
- 2.5 "Closed Session (In Camera)" means a confidential portion of a council or committee meeting that is closed to the public in accordance with the ~~Freedom of Information and Protection of Privacy Act~~ *Access to Information Act and the Protection of Privacy Act*, any regulations thereunder and any amendments or successor legislation thereto, and at which only members of Council and other persons designated by Council may attend.
- 2.6 "Code of Conduct" means a set of guidelines and rules that outline expected behaviors, ethical standards, and responsibilities for individuals or within an organization, as set by provincial legislation, regulation or by municipal bylaw.
- 2.7 "Committee" means any committee, board or other body established by Council under the *Municipal Government Act*.
- 2.8 "Council" means the Council of the Town of Legal.

- 2.9 “Councillor” means a member of Council including the Mayor elected pursuant to the provisions of the *Local Authorities Act*, any regulations thereunder and any amendments or successor legislation thereto.
- 2.10 “Delegation” means any person, or group of persons, firm or organization that is neither a member of the committee or council, wishing to address a committee or council upon a request to the Chief Administrative Officer.
- 2.11 “Deputy Mayor” means the member who is appointed by Council pursuant to the *Municipal Government Act* to act as Mayor in the absence or incapacity of the Mayor.
- 2.12 “Electronic Address” means a website address, telephone number, or other means of communication that provides access to a meeting or service that is provided through Electronic Means.
- 2.13 “Electronic Means” means the use of technology to enable people located in different locations to hear and communicate with each other in real time using any type of telecommunications facility that is capable of receiving and transmitting any combination of written, audio or video signals.
- 2.14 “Electronic Meeting” means a meeting conducted by Electronic Means.
- 2.15 “Electronic Participation” means a person who participates in a Council meeting or Council Committee Meeting using Electronic Means.
- 2.16 “Emergency” means a situation or the threat of an impending situation adversely affecting property and/or the health, safety and welfare of the Town of Legal, which by its nature and magnitude requires a timely, coordinated, and controlled response.
- 2.17 “Emergent Resolution” means a resolution that is deemed to be necessary to take an expedient action for the benefit of the municipality that should happen before the next regularly scheduled Council meeting.
- 2.18 “Governance and Priorities Committee” means the members of Council and administrative leadership team.
- 2.19 “Mayor” means the Chief Elected Official of the Town of Legal, pursuant to the *Municipal Government Act*, and appointed by Council.
- 2.20 “Meeting” means any regular, special or other meeting of Council or of a committee, as the context requires.
- 2.21 “Member” means a member of Council duly elected and continuing to hold office, or where the context requires, a member of a Council Committee appointed by Council.
- 2.22 “Member at Large” means a member of the public appointed by Council to a Committee of Council.
- 2.23 “Municipality” means the Municipal Corporation of the Town of Legal.
- 2.24 “Notice of Motion” is the means by which a member of Council brings business before Council that is not on the approved agenda.
- 2.25 “Point of Order” is the raising of a question by a member to call attention to any departure from the Procedural Bylaw.
- 2.26 “Point of Privilege” means that an interruption may occur only if necessary.
- 2.27 “Presiding Officer” means the Mayor, or in the absence of the Mayor, the Deputy Mayor, or in the absence of the Deputy Mayor any other member of Council chosen to preside at the meeting.
- 2.28 “Public Hearing” means a meeting of Council convened to hear matters pursuant to the *Municipal Government Act*.
- 2.29 “Quorum” means the majority of all members of Council, being fifty percent (50%) plus one (1) unless Council provides otherwise in this Bylaw.

- 2.30 "Recess" means to take a short break in the order of business or an agenda item of a meeting with the intent of returning to that order of business or agenda item at the same meeting.
- 2.31 "Recorded Vote" means the making of a written record of the name and vote of each member who votes on a question and each member present who does not vote.
- 2.32 "Special Meeting" means a meeting called by the Mayor pursuant to the Municipal Government Act.
- 2.33 "Special Resolution" means a resolution passed by a two-thirds (2/3) majority of all Council members or two-thirds (2/3) of all members of a Committee.

### **3. APPLICATION**

- 3.1 Words importing the masculine gender only, include the feminine gender whenever the context so requires and vice-versa.
- 3.2 Words importing the singular shall include the plural or vice-versa whenever the context so requires.
- 3.3 This Bylaw shall govern the proceedings of Council, Governance and Priorities Committee, and Council Committees established by Council and shall be binding upon all Committee members whether Council or Members at Large.
- 3.4 Any matter of meeting conduct, which is not herein provided for, shall be determined in accordance with the *Municipal Government Act*; and then, "*Roberts Rules of Order*", in that order.
- 3.5 In the absence of statutory obligation, any provision of this Bylaw may be temporarily altered or suspended by an affirmative vote of the majority of all members present. A motion to temporarily alter or suspend this Bylaw is not debatable or amendable.
- 3.6 This Bylaw shall not be repealed, amended or suspended, unless it is repealed, amended or suspended, pursuant to the special provisions for procedural bylaw amendment contained in the *Municipal Government Act*.

### **4. ORGANIZATIONAL MEETING**

- 4.1 Council shall hold an Organizational Meeting not later than two (2) weeks after the third Monday in October each year.
- 4.2 The Chief Administrative Officer shall set the time and place for the Organizational Meeting, the business of the meeting shall be limited to:
  - 4.2.1 Election of Mayor and Deputy Mayor:
    - a. The Chief Elected Official, who shall be referred to as the Mayor, unless the Council directs that another title appropriate to the office be used, shall be appointed by Council, pursuant to the *Local Authorities Election Act, Statutes of Alberta 2000, c. L-21*, and amendments thereto.
    - b. The Deputy Mayor shall be appointed by Council, pursuant to the *Local Authorities Election Act, Statutes of Alberta 2000, c. L-21*, and amendments thereto.

- c. The Mayor and Deputy Mayor shall take the prescribed oath of office.
- d. Until the Mayor has taken the oath of office, the Chief Administrative Officer shall chair the Organizational Meeting.

4.2.2 Setting the date and location of Regular Meetings:

- a. The date and time of regular Council meetings will be determined at the annual Council Organizational meeting.
- b. Regular meetings of Council shall be located in the Council Chambers of the Town of Legal Municipal Office.

4.2.3 The appointments of members to Committees which Council is entitled to make:

- a. Appointments of Council members to Committees shall be for a term of one (1) year, unless otherwise specified and reviewed at the Organizational Meeting.

4.2.4 Any other business required by the *Municipal Government Act*, or which Council or the Chief Administrative Officer may direct.

4.2.5 Additional items following an election year:

- a. Oath of Office – every member of Council must take the official oath of office prescribed by the *Oaths of Office Act*. The *Municipal Government Act* states that members of Council may not carry out any power, duty or function until they have taken the official oath.
- b. Code of Conduct – every member of Council must review as per the Council orientation process.
- c. Procedural Bylaw – every member of Council must review as per the Council orientation process.

## 5. REGULAR AND SPECIAL MEETINGS

5.1 All Council meetings will be advertised in accordance with the *Municipal Government Act*.

5.2 If there are changes to the date and time of a regular meeting, the municipality must give at least twenty-four (24) hours' notice of the change to all members and post the notice as specified in this Bylaw. Where Electronic Participation has been permitted under this Bylaw, Council may change the particulars of the Electronic Means in accordance with this Section.

5.3 All meetings will be open to members of the public, except for Closed Session portions of the meeting.

5.4 Council has the authority to move into "Closed Sessions" pursuant to the *Municipal Government Act* for the purposes of:

- 5.4.1 Protecting the Municipality, its operations, economic interests and delivery of its mandate from harm that could result from the release of certain information;

5.4.2 To comply with ~~Division Two of Part One of the Freedom of Information and Protection of Privacy Act~~ the Access to Information Act and the Protection of Privacy Act.

5.5 Matters which may be discussed in a Closed Session include the following:

5.5.1 Wages, salary and other personnel matters;

5.5.2 Any information regarding contract negotiations;

5.5.3 The acquisition, sale, lease or exchange of land;

5.5.4 Matters involving litigation, or the discussion of legal advice provided to the Town of Legal;

5.5.5 Matters concerning RCMP investigations or confidential reporting; and

5.5.6 Information pertaining to the Town's accounting practices.

5.6 Council or Committee has no power at a Closed Session to pass any Bylaw or resolution apart from the resolution necessary to revert back to an open meeting.

## 6. QUORUM

6.1 As soon after the hour of the meeting as there is a quorum present, the Mayor shall take the Chair and call the meeting to order. A quorum is three (3) members who are eligible to vote.

6.2 In case the Mayor or Deputy Mayor is not in attendance within fifteen (15) minutes after the hour appointed for a meeting and a quorum is present, the Chief Administrative Officer shall call the meeting to order and a Chairman shall be chosen by the Councillors present who shall preside during the meeting or until the arrival of the Mayor or Deputy Mayor.

6.3 If there is no quorum present within thirty (30) minutes after the time appointed for a regular meeting of Council, the Chief Administrative Officer shall record the names of the members of Council who are present and the meeting shall be absolutely adjourned until the next regular meeting, unless a special meeting has been duly called in the meantime. Notice of adjournment shall be posted on the outside door of access to the Council Chambers.

6.4 For the purpose of determining whether a meeting has Quorum, a Councillor or Council Committee member attending by Electronic Means is considered present when administration is able to confirm that the Councillor or Council Committee member has connected to the meeting in accordance with Section 7 of this Bylaw.

6.5 Whenever a vote on a motion before Council cannot be taken because of a loss of quorum resulting from:

6.5.1 The declaration of pecuniary interest or conflict of interest; or

6.5.2 From a Councillor or Mayor not being present for all or part of a Public Hearing;

then the motion shall be the first order of business to be proceeded with and disposed of at the meeting of Council under that particular order of business.

6.6 If a quorum is lost for any other reason than those aforementioned in Section 6.5, the meeting is adjourned.

## **7. MEETINGS BY ELECTRONIC MEANS**

### **7.1 To hold a meeting with participation available by Electronic Means:**

- 7.1.1 The facilities must enable the meeting participants can participate in the meeting in real time, in accordance with the procedures established in this Bylaw; and
- 7.1.2 If the meeting requires public notice per the MGA, the notice must be provided in accordance with Section 5.1 of this Bylaw and include the Electronic Address; or
- 7.1.3 For other meetings where public participation is permitted, either for all or a portion of the meeting, the Electronic Address is included in the public agenda package; or
- 7.1.4 For attendance of Members, Administration, or presentations and delegations, participation via Electronic Means may be arranged in advance. This information will be provided directly to the individual(s) involved, ensuring that they are able to participate in accordance with the procedures established in this Bylaw.

### **7.2 Council members who attend meetings or Public Hearings remotely through the use of Electronic Means:**

- 7.2.1 Must use a method of Electronic Means that enables them to be both seen and heard by all other participants and members of the public, in order to confirm their identity and ensure procedural transparency;
  - a. A Council member shall be permitted to attend a meeting through the use of Electronic Means if that location is able to support its use, ensuring that all Council members participating in the meeting are able to communicate effectively;
- 7.2.2 May attend regular or Special Council meetings a maximum of three (3) times per calendar year, unless otherwise approved by Council;
  - a. A Council member attending a meeting via electronic communications is deemed to be present at the meeting for whatever period of time the connection through Electronic Means remain active.
- 7.2.3 May participate in open session, but must declare at the beginning of the meeting whether they are alone or not and confirm that no other person will communicate with or influence them during the meeting. If this status changes during the meeting, the member must immediately advise Council;
- 7.2.4 May participate in any Closed Session but must maintain the confidentiality of all discussions and declare they are alone and in a location where they cannot be overheard;
  - a. When a Council member attends a Closed Session through the use of Electronic Means, they will be required to confirm that they have attended the Closed Session alone in keeping with the definition in this Bylaw of "Closed Session" by providing a statutory declaration or affidavit sworn or declared before the Chief Administrative Officer or Commissioner for Oaths prior to the next regular Council meeting.
- 7.2.5 Retain all rights and privileges contained in this Bylaw; and

### **7.3 The Mayor, Deputy Mayor or Presiding Officer shall announce to those in attendance at the Council meeting that a Council member is attending the meeting via Electronic Means.**

### **7.4 When a vote is called, Council members attending the meeting via Electronic Means shall be asked to state their vote only after all other Council members present at the meeting have cast their votes by a show of hands.**

7.5 Any Councillor or Council Committee member present via Electronic Means, shall address the Presiding Officer by stating, "I wish to speak on the matter at hand," and be recognized by the Presiding Officer.

7.6 The public may attend a meeting and participate by Electronic Means if:

7.6.1 Public input is permitted for all or a portion of the meeting, and participation is possible through audio or visual means, in accordance with the procedures established in this Bylaw.

## **8. CANCELLATION OF MEETINGS**

8.1 A regular meeting may be cancelled:

8.1.1 By a vote of the majority of members at a previously held meeting; or

8.1.2 With the written consent of a majority of members, providing twenty-four (24) hours' notice is provided to members and the public; or

8.1.3 With the written consent of the majority of the members of Council if twenty-four (24) hours' notice is not provided to the public.

8.2 A special meeting of Council may be cancelled:

8.2.1 By the Mayor if twenty-four (24) hours written notice is provided to all members and the public; or

8.2.2 By the Mayor, with the written consent of the majority of the members, if less than twenty-four (24) hours' notice is provided to all members.

8.3 Notice of a cancelled or rescheduled regular Council meeting will be posted on the Town of Legal website, and if time permits, advertised in the local newspaper.

## **9. AGENDAS FOR COUNCIL MEETINGS**

9.1 The agenda for each regular meeting shall be prepared by the Chief Administrative Officer or designate and provided together with copies of all pertinent correspondence, statements and reports to each member of Council by circulating them by electronic or other means as directed by the Chief Administrative Officer 4:30 P.M. on the Wednesday prior to the meeting.

9.2 If past the deadline, items may be brought forth for placement on the revised agenda. The revised agenda will be submitted to each member of Council by 4:30 P.M. prior to the meeting on Monday afternoon.

9.3 Any member of Council, a Town Official, or any other person wishing to have an item of business placed on the agenda for a regular Council meeting, shall make the submissions to the Chief Administrative Officer not later than 12:00 noon on the Wednesday of the week prior to the meeting, and/or at the Chief Administrative Officer's discretion. The submission shall contain adequate information to the satisfaction of the Chief Administrative Officer to enable Council to consider the matter.

9.4 No item of business shall be considered by the Council if the item has not been placed on the

agenda. The agenda of the Council as distributed may be amended if the members of Council present, by a majority vote, agree to add the item to the agenda. The Mayor, any Councillor, and/or the Chief Administrative Officer shall be given an opportunity to state why an item shall receive consideration on the agenda because of its nature before the motion is put to a vote.

- 9.5 When a communication intended for Council is received by the Chief Administrative Officer, they shall place it on the agenda of Council, unless the Chief Administrative Officer considers the matter contained in the communication to be impertinent, improper, libellous or administrative in nature; in which case the Chief Administrative Officer shall advise the originator that the communication is not being sent to the Council.
- 9.6 The order of business as established in this Bylaw shall apply for all regular Council meetings unless the members of Council present, by a two-thirds (2/3) majority vote, agree to any change.
- 9.7 The order of business on the agenda shall be as follows:

1. Call to order with acknowledgement of meeting on Treaty 6 Territory
2. Additions and/or Deletions to Agenda
3. Adoption of Agenda
4. Public Hearing (if applicable)
5. Adoption of Previous Minutes
6. Delegations, Petitions or Presentations
7. Unfinished Business
8. Reports
9. Correspondence
10. New Business
11. Closed Session
12. Adjournment

9.8 Closed Session:

9.8.1 In a Closed Session items shall be distributed as follows:

- a. Confidential material, stamped or watermarked "Confidential" on each page, is to be distributed to each Council member after Council has passed a resolution to move into a Closed Session and all documents are to be returned to the Chief Administrative Officer or their designate at the conclusion of the Closed Session portion of the meeting;
- b. Confidential material, stamped or watermarked "Confidential" on each page, greater than ten (10) pages be distributed to each Council member electronically (packages to be digitized as "Read Only") uploaded to a secure server separate from the main agenda with password protection that limits access to Council members only by 4:30 P.M. the Friday prior to the meeting.

## 10. MINUTES

- 10.1 The Chief Administrative Officer may delegate any duties relating to Council to other administrative personnel, but shall accept all responsibilities of the duties.

- 10.2 If a member of Council arrives late, leaves before the meeting is adjourned, or is temporarily absent from the meeting, it shall be so recorded in the minutes.
- 10.3 The Chief Administrative Officer shall record in the minutes each time a member of Council is absent, and each time a member of Council refrains from discussion and voting by reason of absence or pecuniary interest as well as the general nature of the pecuniary.
- 10.4 The Chief Administrative Officer shall, whenever a recorded vote is requested by a member of Council, record in the minutes the name of each member of Council present and whether each member voted for or against the matter.
- 10.5 An administrative personnel shall record the motion to proceed to a Closed Session where Council shall state the section of the enabling ~~Freedom of Information and Protection of Privacy Act~~ *Access to Information Act and Protection of Privacy Act*.
- 10.6 An administrative personnel shall record the names of one or more persons attending the Closed Session along with stating the reason for their attendance in the minutes of the Council meeting.

## **11. DELEGATIONS, PETITIONS OR PRESENTATIONS**

- 11.1 Delegations shall be received at regular Council meetings or Governance and Priorities Committee meetings.
- 11.2 When a person wishes to appear before the Council to present a petition or speak on behalf of a delegation the information will be submitted in accordance with Section 9.3 of this Bylaw and the presentation to Council shall be limited to fifteen (15) minutes, followed by questions from Council members. When individuals wish to appear before the Council during a Public Hearing, their appearance shall be limited to five (5) minutes.
- 11.3 The Delegations portion of Council meetings shall provide:
  - 11.3.1 An opportunity for individuals to appear as a formal delegation (i.e., they have submitted information in accordance with Section 9.3 of this Bylaw and their submission has been included in the agenda package distributed to Council); and
- 11.4 All persons wishing to address Council will be required to give their name, topic of concern and whether there has been any previous contact with a member of Council or Administration regarding the matter.
- 11.5 In the event that all persons who expressed an interest to speak at a Council meeting cannot be heard within the allotted amount of time for presentations, they will be invited to attend and appear before the next regular Council meeting, otherwise a time extension beyond the fifteen (15) minutes is subject to the discretion of the Presiding Officer.
- 11.6 Council will not entertain submissions from the public on issues that are before the Subdivision and Development Appeal Board, the courts, or require a statutory Public Hearing.

11.7 A response to each speaker's comments/concerns will be provided through one (1) or more of the following:

11.7.1 A resolution of Council at the regular Council meeting; or

11.7.2 Referral of the matter to the Chief Administrative Officer for review and recommendation at a subsequent time, depending on the significance of the issue and the time required to adequately research the matter.

11.8 Council shall hear no more than four (4) delegations at any one (1) meeting of Council unless Council allows otherwise. All rules of Council in this Procedural Bylaw shall apply to each and every member of the delegation.

## **12. GENERAL RULES OF COUNCIL**

12.1 Meetings of Council shall adjourn at 11:00 P.M. if in session at that hour, unless the members of Council present, by a two-thirds (2/3) majority vote, agree to extend the time.

12.2 Every person wishing to speak during a Council meeting shall address the Mayor or Presiding Officer. The address to the Mayor or Presiding Officer shall be "Your Worship" and no person shall be permitted to speak unless and until, that person has been recognized by the Presiding Officer; and then, only so long as all remarks are addressed to the Presiding Officer.

12.2.1 Any Councillor or Council Committee member present via Electronic Means, shall address the Presiding Officer by stating, "I wish to speak on the matter at hand," and be recognized by the Presiding Officer.

12.3 Council or Council Committee meetings may be filmed or recorded by accredited media upon written permission of Council.

12.4 Personal smartphones, tablets, recording devices and other electronic devices must be turned off or set in the silent mode prior to entering Council Chambers by members of the gallery, unless otherwise authorized by Council. Use of Smartphones, tablets, recording devices and other electronic devices by Council is prohibited. Signs advising members of the gallery are to be posted on restrictions on use of electronic devices in Council Chambers. The Mayor is to make note of Council Chamber restrictions at the start of each meeting.

12.5 A meeting may be adjourned by a motion or the declaration of the Presiding Officer. A declaration by the Mayor to adjourn a meeting may be appealed through a motion decided by a majority of members.

## **13. MOTIONS**

13.1 The time limit for speaking shall be set at three (3) minutes and the number of times that a member may speak on the same motion or matter will be twice (2).

13.2 After a motion is made, it may be withdrawn by the mover at any time before a vote is taken or an amendment is made.

- 13.3 The Chief Administrative Officer shall record all motions in writing before the motion is debated or put to a vote.
- 13.4 All motions shall be stated by the Presiding Officer or Chief Administrative Officer before being debated or voted upon.
- 13.5 When speaking to a motion a member shall, before entering upon the substance of his remarks, state whether he is for or against the motion.
- 13.6 No motion shall be offered that is substantially the same as one that has already been expressed during the same meeting.
- 13.7 Where a matter under consideration contains several distinct propositions, a member may request, or the Mayor may direct, that each proposition be made as a separate motion.
- 13.8 After the vote has been called for by the Mayor or Presiding Officer, no member shall speak to the motion, nor shall any other motion be made until after the result of the vote has been declared.
- 13.9 Voting on all motions shall be done by clearly raising one (1) hand in such a clear manner that they may be easily counted by the Presiding Officer. When using electronic communications, the Mayor or Presiding Officer will ask whether the member is voting for or against the motion. After the Mayor or Presiding Officer has counted the vote, the Mayor or Presiding Officer shall declare whether it was "carried", "carried unanimously", or "defeated". Except where provided for in this Bylaw or by the applicable legislation, a majority vote of the members present who are eligible to vote, shall decide a question or motion before the Council. If the vote results in a tie, the motion will be considered defeated.

#### **14. MOTIONS BEFORE COUNCIL**

- 14.1 No motion will be made while a delegate is present.
- 14.2 All relevant parties must be notified in writing of the decision of Council.
- 14.3 When a motion has been made and is being considered by the Council, no other actions may be considered except:
  - 14.3.1 A motion to refer the motion to some other party for consideration, or to withdraw the motion;
  - 14.3.2 A motion to amend the motion;
  - 14.3.3 A motion to table the motion (the motion remains pending in order to address another urgent matter at that meeting);
  - 14.3.4 A motion to postpone the motion to a future date (not beyond the third month from when it was presented);
  - 14.3.5 A motion to adjourn the meeting, and any necessary resultant motion to postpone shall not be debated except as to the time when the matter will again be considered; or,
  - 14.3.6 A motion of privilege, an incidental or a subsidiary motion.

- 14.3.7 When the Mayor or Presiding Officer is called on to decide a Point of order or practice, the point shall be stated clearly and without unnecessary comment, except to cite the specific departure from the Procedural Bylaw.
  - 14.3.8 The Mayor or Presiding Officer shall preserve order and decorum and shall decide questions of order, subject to an appeal to the Council by resolution; and the decision of the Presiding Officer shall be final unless reversed by a majority vote of members present.
  - 14.3.9 A motion to appeal the decision of the Mayor is an appeal which Council must decide, and must be made before other business is resumed. If the decision of the Mayor is appealed, the Mayor shall give concise reasons for such ruling and Council, without debate, shall decide the question. The ruling of Council shall be final.
- 14.4 A motion to refer, adjourn, postpone or to table, until it is voted upon, shall preclude all amendments to the main motion. A motion to refer or postpone is debatable, while a motion to table is not. A motion to adjourn is not debatable except as allowed in Section 14.3(e) above.
- 14.5 Each motion to amend or motion to amend an amendment to a motion:
- 14.5.1 Must be relevant to the motion on which it is proposed. Any amendment that raises a new question can only be considered as a new distinct motion;
  - 14.5.2 Must not propose a direct negative which would be considered out of order;
  - 14.5.3 Shall be put to the Council in the reverse order to that in which they are moved, and must be decided upon or withdrawn before the main question is put to a vote. Only one amendment at a time to the main motion shall be allowed; and, only one (1) amendment to an amendment shall be allowed at one (1) time;
  - 14.5.4 Shall not be moved by the original mover of the motion or the amendment;
  - 14.5.5 Must not enlarge the scope of the amendment (an amendment to an amendment), but should only deal with matters not covered by the original amendment;
  - 14.5.6 Shall only be sub-amended one (1) time. A request for a second amendment to an amendment would require the current motion to be defeated and a new motion to be moved.
- 14.6 A motion to reconsider a motion shall:
- 14.6.1 only be made at the same meeting the motion was decided;
  - 14.6.2 only be made by a member who voted with the prevailing side of the motion involved;
  - 14.6.3 not be proposed more than once for a specific motion at any one (1) meeting of Council;
  - 14.6.4 be decided by a majority of the members of Council present; and,
  - 14.6.5 not be allowed on a motion of adjournment.
- 14.7 A motion to rescind a previous motion of Council may:
- 14.7.1 Be made by any member of the Council; and
    - a. be offered at any time subsequent to the meeting at which the original motion was passed;
    - b. be passed by:
      - 1. a vote of two-thirds (2/3) of the members of Council (who hold office at the time) when the motion is without notice; and

2. a simple majority of the members of Council present when notice has been given. Notice shall be through a Notice of Motion or the inclusion of the item on an agenda delivered to the members of council before the meeting.

14.8 A motion to rescind a previous motion of Council as per Section 14.7 shall not be made:

14.8.1 if the previous motion has not been acted upon to the extent that the Municipality has undertaken or become subject to any liability or obligation; or

14.8.2 was not a motion for a reading of a bylaw.

14.9 A motion that will address a bylaw for first reading shall be decided without amendment or debate, but motions for subsequent readings are debatable. Each bylaw shall be read a first, second and third and final time before being signed by the Mayor and Chief Administrative Officer. Unanimous agreement is required to have the third and final reading at the same meeting. A motion cannot amend or change a bylaw; only an amending bylaw can make the change.

## **15. NOTICE OF MOTION**

15.1 Council members may bring forward notices of motion as an item on the agenda of a regular Council meeting. Once the Notice of Motion is stated, it will be recorded in the meeting's minutes.

15.2 A written copy of the Notice of Motion shall be provided to the Chief Administrative Officer prior to the meeting's adjournment.

15.3 The Notice of Motion will be placed on the next regular Council Meeting agenda that the elected official who made the Notice of Motion is present, to vote whether the matter will proceed.

15.4 Once approved by Council, a Notice of Motion given at a regular Council meeting will be addressed in a time frame not beyond the end of the third month from when it was presented, unless Council directs differently.

15.5 A Notice of Motion cannot be made at a Special Council meeting.

15.6 A Notice of Motion is not debatable until a Council member moves the motion.

## **16. VOTING – PECUNIARY INTEREST**

16.1 Members of Council who have a reasonable belief that they have a pecuniary interest (as defined in the *Municipal Government Act*) in any matter before Council, any Committee of Council or any Board, Commission, Committee or agency to which they are appointed as a representative of Council, shall, if present, declare and disclose the general nature of the pecuniary interest prior to any discussion of the matter, abstain from discussions or voting on any questions relating to the matter and shall remove themselves from the room until the matter is concluded.

16.2 Where the member of Council has left the meeting under Section 16.1:

- 16.2.1 The reason for and time of the member of Council's departure, and return, if any, shall be recorded in the minutes;
- 16.2.2 If Council amends the motion before it, Council shall recess to allow the Chief Administrative Officer to endeavour to advise the member of Council who has left the meeting of the amendment so that the Councillor may determine whether they remain in a conflict of interest; and
- 16.2.3 Council shall not consider any other agenda item until the Chief Administrative Officer has endeavoured to advise the member of Council who left the meeting because of a conflict that there is a new agenda item before the meeting.

## **17. PETITIONS**

- 17.1 Statutory petitions will be submitted to the Chief Administrative Officer and will be processed in accordance with the *Municipal Government Act*.
- 17.2 On receipt of a non-statutory petition, the Chief Administrative Officer may do the following:
  - 17.2.1 Include it as an item on the agenda for the next regular meeting of Council in full or summary form;
  - 17.2.2 Refer it to administration for a report to Council or appropriate Council Committee;
  - 17.2.3 Circulate it to the members of Council individually as information if it does not require any further action by Council.

## **18. COMMITTEES AND BOARDS**

- 18.1 The Council shall appoint representatives to such Committees, Boards and Commissions as required by legislation, agreement or bylaw and as they deem necessary. Unless an immediate appointment is required mid-term, these appointments shall be made on an annual basis at the Organizational Meeting.
- 18.2 The Council may make appointments to a Committee at any time, providing that the Council has adopted a bylaw or resolution specifying the terms of reference of the Committee. Terms of reference will be adopted by bylaw if the Committee is being delegated budgetary responsibilities; whereas adoption through resolution may be used for other Committee's terms of reference.
- 18.3 A special Committee may be appointed at any time by the Council or by the Mayor acting upon the instructions of the Council, providing that a motion has been adopted specifying the matters to be dealt with by the Committee.
- 18.4 The business of standing and special Committees including Council Committee meetings in Closed Session, shall be conducted in accordance with the rules governing procedure in the Council, except that no motion need be recorded, no member shall be limited as to the number of times allowed to speak to the questions under consideration and no member may move the previous question.
- 18.5 It shall be the duty of the Chairman of each Board or Committee (or their designee) to summon members for meetings.

- 18.6 The Mayor shall be ex-officio member of all Council Committees and bodies which Council has a right to appoint members under the *Municipal Government Act* (does not apply to certain Committees, e.g. Subdivision Development Appeal Board, Assessment Review Board, etc.); and should they so desire, may direct another Councillor to attend a meeting in their place.
- 18.7 Appointed Council members shall keep the rest of the Council informed of the actions of Committees or Boards to which they are appointed by Council, by providing regular activity highlights through their written Councillors' reports.

## **19. BYLAWS**

- 19.1 Bylaws shall be passed in accordance with the *Municipal Government Act*.
- 19.2 Every proposed bylaw must have three (3) distinct and separate readings.
- 19.3 If a bylaw fails to receive third reading, it shall remain on the agenda to be dealt with at the next regular meeting of Council.
- 19.4 A proposed bylaw must not have more than two (2) readings at a Council meeting unless the Councillors present unanimously agree to consider third reading at that meeting.
- 19.5 Every bylaw which has been passed by Council shall immediately after being signed be securely filed.
- 19.6 The Presiding Officer shall initial each page of the passed bylaw.

## **20. PUBLIC HEARINGS**

- 20.1 The conduct of any statutory and non-statutory Public Hearing shall be governed by the *Municipal Government Act* and this Bylaw.
- 20.2 Public Hearings shall be advertised to the public in accordance with the *Municipal Government Act*.
- 20.3 Wherever possible, persons interested in speaking at a Public Hearing should register with the Chief Administrative Officer prior to the Public Hearing.
- 20.3.1 For inclusion in the agenda package, those wishing to register to speak in advance or submit a written comment or material, must have their submissions received by the CAO by 4:00 P.M. on the Tuesday the week before the meeting.
- 20.4 The Mayor shall declare the Public Hearing in session and shall outline the Public Hearing Procedures.
- 20.5 The Chief Administrative Officer shall introduce the resolution or bylaw and shall briefly state the intended purpose. Department presentations shall follow the introduction of the bylaw or resolution.

- 20.6 The Mayor shall request those who wish to make presentations to identify themselves. The Mayor shall then open the floor to public presentations.
- 20.7 The Mayor shall call upon those persons who have registered with the Chief Administrative Officer to speak first, followed by other persons at the meeting who have not registered to speak but who wish to address Council. A person who does not identify himself or herself will not be given the opportunity to speak.
- 20.8 Presentations by the public may be made verbally, in writing, or both. Written submissions shall be collected by the Chief Administrative Officer and retained for information purposes.
- 20.8.1 Written submissions, if available, shall be collected by the CAO and read into the record. Only those written submissions collected prior to the close of the Public Hearing will be retained and form part of the official record. Submissions received after the close of the Public Hearing will not be brought forward to Council.
- 20.9 Verbal presentations shall be limited to five (5) minutes unless there is consent by Council to extend the allotted time.
- 20.10 Following public presentations, the Mayor shall close the Public Hearing.
- 20.11 If no one is present to speak to a proposed bylaw which requires a Public Hearing, Council may hear an introduction of the matter from administration, ask relevant questions, and then must vote to close the Public Hearing.
- 20.12 After the close of the Public Hearing, Council may debate matters raised at the Public Hearing during the regular Council meeting following the Public Hearing and may;
- 20.12.1 pass the bylaw or resolution; or
- 20.12.2 make any necessary amendments to the bylaw or resolution and pass it without further advertisement or hearing.
- 20.13 When a Public hearing on a proposed bylaw or resolution is held, a Member:
- 20.13.1 must abstain from voting on the bylaw or resolution if the member was absent from all of the Public Hearing; and
- 20.13.2 may abstain from voting on the bylaw or resolution if the member was only absent from a part of the Public Hearing.
- 20.14 Public Attendance and participation in Public Hearings will be provided electronically in accordance with Section 7 of this Bylaw.
- 20.15 For the purposes of this Section, references to individuals registered to speak or in attendance include those participating either in person or by Electronic Means.

## **21. GOVERNANCE AND PRIORITIES COMMITTEE**

- 21.1 There shall be a Governance and Priorities Committee comprising all Councillors.

- 21.2 The general responsibility of the Governance and Priorities Committee shall be to analyze any and all matters placed before it, as set out in the *Municipal Government Act*, and indicate to Council by recommendation the ways and means of dealing with the said matters before it and to advise the course of action.
- 21.3 Subject to the Act, the Governance and Priorities Committee may consider any matter that Council may consider, including but not limited to discussion and debate of the following matters:
- 21.3.1 Budget;
  - 21.3.2 Audit;
  - 21.3.3 Transportation issues;
  - 21.3.4 Development issues;
  - 21.3.5 Strategic planning;
  - 21.3.6 Legislative reform;
  - 21.3.7 Policing matters;
  - 21.3.8 Policy formulation; and
  - 21.3.9 Corporate planning.
- 21.4 The Governance and Priorities Committee may:
- 21.4.1 Conduct non-statutory public hearings;
  - 21.4.2 Receive delegations and submissions;
  - 21.4.3 Meet with other municipalities and other levels of government; and
  - 21.4.4 Recommend appointments of members of the public to Council Committees, or other Committees and other bodies on which the Town is entitled to have representation.
- 21.5 Council may receive briefings in Governance and Priorities Committee meetings.
- 21.6 In addition to the restrictions contained in the *Municipal Government Act*, the Governance and Priorities Committee shall not hold statutory public hearings.
- 21.7 The Governance and Priorities Committee may make the following motions:
- 21.7.1 To receive agenda reports as information
  - 21.7.2 To refer matters to administration or a Committee for further review.
  - 21.7.3 To direct that the matter be brought to Council for consideration.
- 21.8 A quorum of the Governance and Priorities Committee is a majority of Councillors.
- 21.9 At a Governance and Priorities Committee meeting, the procedures of Council shall be relaxed as follows:
- 21.9.1 A Councillor may speak even though there is no motion on the floor, but if there is a motion on the floor a Councillor shall only address that motion;
  - 21.9.2 A Councillor may speak more than once, on a matter provided that each Councillor who wishes to speak to the matter has already been permitted to do so;

21.9.3 No notice need be given of any motion to be made.

21.10 The Governance and Priorities Committee may consider a matter in Closed Session, in accordance with the *Municipal Government Act* and ~~*Freedom of Information and Protection of Privacy Act, R.S.A., 2000, c-F-25*~~ the *Access to Information Act* and the *Protection of Privacy Act*.

21.11 No motions may be made when the Governance and Priorities Committee is sitting in Closed Session in accordance with the ~~*Freedom of Information and Protection of Privacy Act, R.S.A., 2000, c-F-25*~~ *Access to Information Act* and the *Protection of Privacy Act* except motions to reconvene the Governance and Priorities Committee meeting.

## **22. MISCELLANEOUS**

22.1 No member shall:

- 22.1.1 use offensive words in or against the Council;
- 22.1.2 speak to a subject except upon the question in debate;
- 22.1.3 reflect upon any vote of Council except for the purpose of moving that such a vote be rescinded or reconsidered; or
- 22.1.4 resist the rules of the Council or disobey the decision of the Mayor or of the Council on any question of order or practice or upon the interpretation of the rules of the Council. If any member shall so resist or disobey, they may be ordered by a majority vote of the Council to leave their seat for that meeting and should they refuse to do so, the Mayor, Deputy Mayor or other Presiding Officer may request that they be removed by law enforcement. Should the offender provide an ample apology they may, by majority vote of the Council, (without debate), be permitted to return to their seat.

22.2 Council may adjourn from time to time to a fixed future date, any regular or special meeting of Council which has been duly convened but not terminated. The object of adjourning is to finish the business which the meeting was called, but which has not been completed.

22.3 No member of the Council shall have the power to direct or interfere with the performance of any work of the Corporation. Council members may seek information through the office of the Chief Administrative Officer.

## **23. SEVERABILITY**

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

## **24. REPEAL**

24.1 Bylaw No. 15-2021 is hereby repealed.

## **25. EFFECTIVE DATE**

25.1 This by law shall come into full force and effect on the date of its final passing.

Read a first time this 22 day of April, 2025.

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Read a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Mayor

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Chief Administrative Officer

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# Community Services – August, 2025

Welcome to Legal Bags: 2

## Upcoming FCSS/Recreation MEETING/TRAINING:

Sturgeon Public School meeting – Sept 16<sup>th</sup>

Grand Opening meeting – Sept 16<sup>th</sup>

Edmonton Evergreen Meeting – Sept 18<sup>th</sup>

JUPA meeting – Sept 18<sup>th</sup>

Positive Ticket meeting – Sept 26<sup>th</sup>

SREMP & IMT Orientation – Oct 10<sup>th</sup>

ARPA Conference – Oct 23 – 25<sup>th</sup>

## Past FCSS PROGRAMMING:

**Field Trip** - Aug 18<sup>th</sup> (ages 8+) St. Albert Botanical Gardens & St. Albert Bowling final field trip of the summer

**Families First Society** - Aug 19<sup>th</sup> Families First Society (supported by the Town Community Services) hosted a free family play and picnic in the park “playmob” style event. Families First made many great connections with families in Legal as over 70 people were in attendance.

## Upcoming FCSS PROGRAMMING:

**Families First Society** – Silly Sprouts Play Oct 18 – Dec 11<sup>th</sup>

**Hand Knit Pumpkin craft night** – October 8<sup>th</sup>

**Paint a Pumpkin family night** – October 27<sup>th</sup>

**Cedar Gnome craft night** – November 28<sup>th</sup>

**Christmas Wreath craft night** – December 10<sup>th</sup>

## Past EVENTS:

## Upcoming EVENTS:

**SVF Sports Centre Grand Opening** – Friday, Oct 3<sup>rd</sup> & Saturday, Oct 4<sup>th</sup> (MYC 11-1pm)

**Meet Your Community** – Saturday, October 4<sup>th</sup>

**Christmas Festival** – Saturday, December 6<sup>th</sup>

## Past RECREATION PROGRAMMING:

## Upcoming RECREATION PROGRAMMING:

**Stick n’ Puck** – Oct 6<sup>th</sup> - Monday’s, 3:45 – 4:45 pm and Thursday’s, 3:45 – 4:45 pm

**Public Skating** – Oct 8<sup>th</sup> - Wednesday’s, 4:00 – 5:00 pm and Sunday’s, 3:30 – 4:45 pm

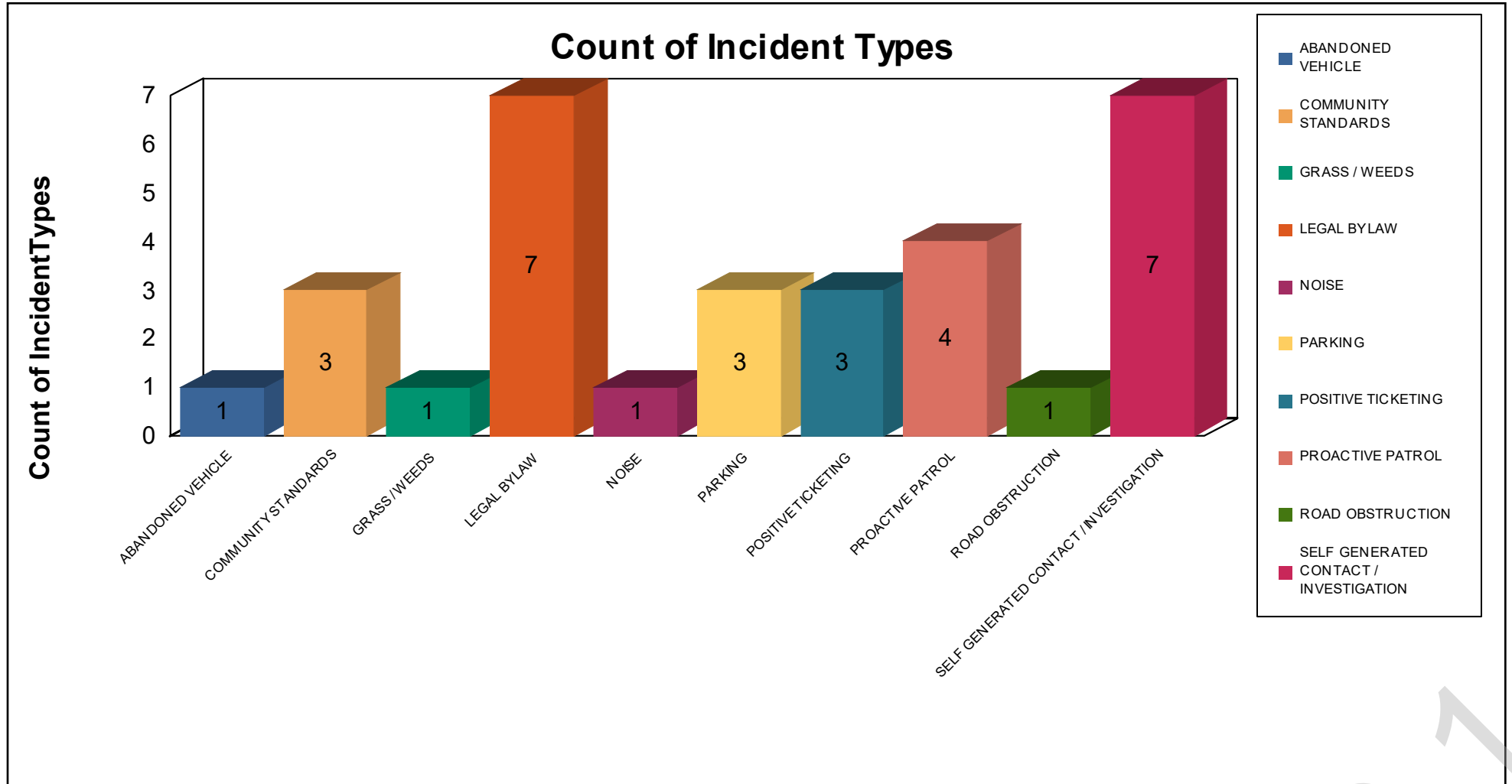
**Learn to Skate 1** – Oct 10<sup>th</sup> - Friday’s, 5:00 – 5:30 pm

**Learn to Skate 2** – Oct 10<sup>th</sup> – Friday’s, 5:30 – 6:00 pm

Statistics from Occurred Date: 8/1/2025 12:00:00AM to 8/31/2025 11:59:00PM

## Incident Report

## STURGEON COUNTY ENFORCEMENT -



ABANDONED VEHICLE: 1 2%

Incident Report

STURGEON COUNTY ENFORCEMENT -

COMMUNITY STANDARDS: 3 7%

GRASS / WEEDS: 1 2%

LEGAL BYLAW: 7 16%

NOISE: 1 2%

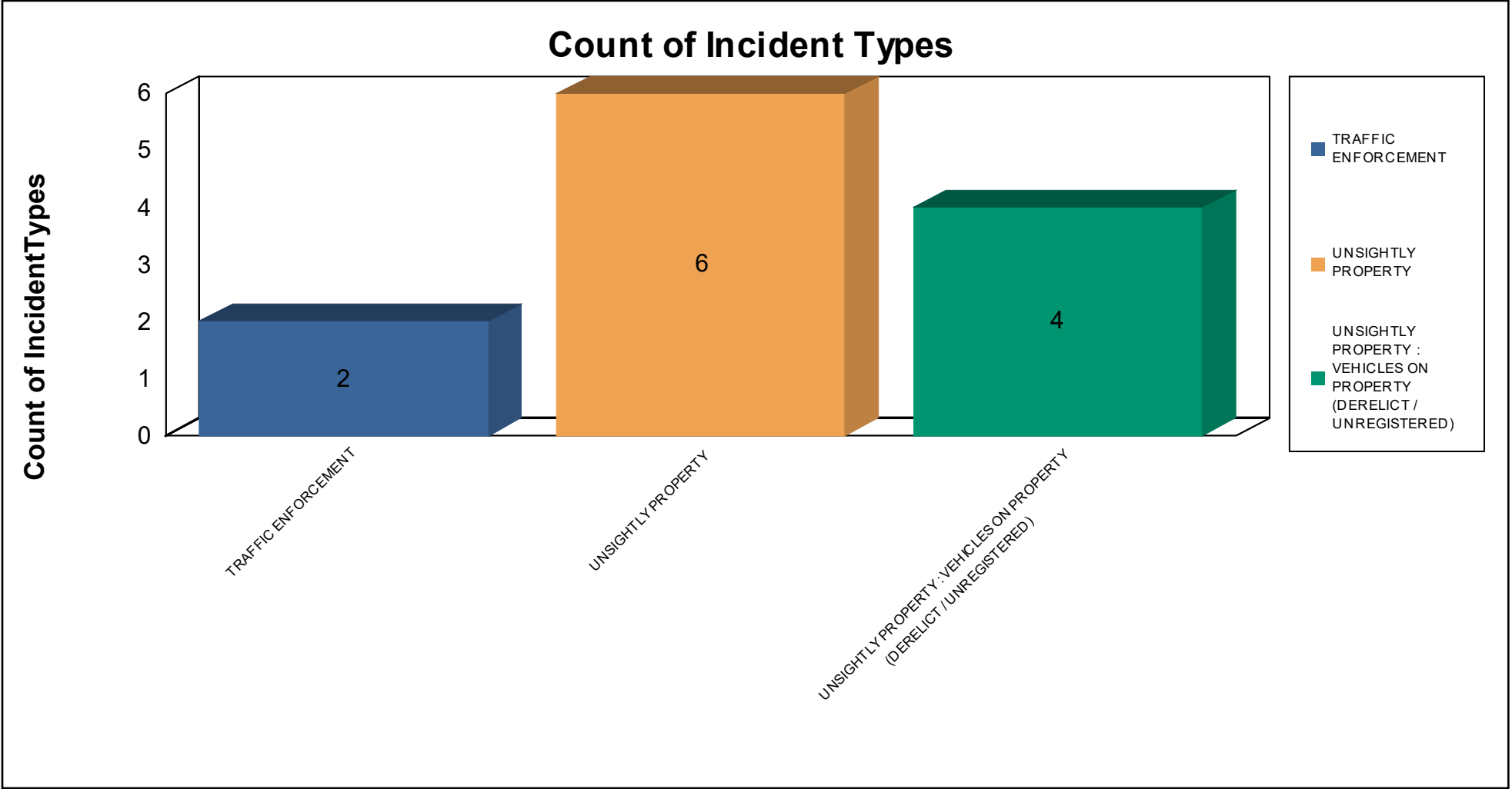
PARKING: 3 7%

POSITIVE TICKETING: 3 7%

PROACTIVE PATROL: 4 9%

ROAD OBSTRUCTION: 1 2%

SELF GENERATED CONTACT / INVESTIGATION: 7 16%



TRAFFIC ENFORCEMENT: 2 5%

UNSIGHTLY PROPERTY: 6 14%

UNSIGHTLY PROPERTY : VEHICLES ON PROPERTY (DERELICT / UNREGISTERED): 4 9%

Incident Report

STURGEON COUNTY ENFORCEMENT -

Grand Total: 100.00% Total # of Incident Types Reported: 43

# 9.2

**From:** McGunigal, Darcy (RCMP/GRC) <[darcy.mcgunigal@rcmp-grc.gc.ca](mailto:darcy.mcgunigal@rcmp-grc.gc.ca)>

**Sent:** Monday, September 8, 2025 12:10 PM

**To:** Christine Wells <[cwells@sturgeoncounty.ca](mailto:cwells@sturgeoncounty.ca)>; Chad Moore <[cmoore@sturgeoncounty.ca](mailto:cmoore@sturgeoncounty.ca)>; Brad Boddez <[brad.boddez@morinville.ca](mailto:brad.boddez@morinville.ca)>; jennifer.potocnik@morinville.ca; cao <[cao@bonaccord.ca](mailto:cao@bonaccord.ca)>; Chris Pinault <[CPinault@gibbons.ca](mailto:CPinault@gibbons.ca)>; Eric Lowe <[ELowe@gibbons.ca](mailto:ELowe@gibbons.ca)>; Robert Proulx <[rproulx@legal.ca](mailto:rproulx@legal.ca)>

**Subject:** Municipalities Conventions - RCMP Meetings

Good afternoon everyone! As I am sure you are all aware, the Alberta Municipalities Convention will be taking place this year from November 12<sup>th</sup>-14<sup>th</sup> at the Calgary TELUS Convention Center and the Rural Municipalities of Alberta Convention will be taking place from November 17<sup>th</sup>-20<sup>th</sup> at the Edmonton Convention Centre. We are now in the process of gathering requests from any municipalities that would like to meet with the Commanding Officer of RCMP "K" Division during these conferences.

If possible, please let me know by September 19 if any elected officials from your respective municipalities would like to meet with the Commanding Officer and what topics they would like to discuss. I will then forward the requests for scheduling. I do understand if election season could make this a bit tricky to forecast, but any responses are appreciated.

Thanks, hope everyone is doing well!

Darcy

S/Sgt. Darcy McGunigal  
Detachment Commander  
RCMP Morinville Detachment

9.2

# 9.3

**From:** MA Engagement Team <[ma.engagement@gov.ab.ca](mailto:ma.engagement@gov.ab.ca)>  
**Sent:** Monday, September 8, 2025 1:54 PM  
**To:** MA Engagement Team <[ma.engagement@gov.ab.ca](mailto:ma.engagement@gov.ab.ca)>  
**Cc:** Ijeoma Okolo <[Ijeoma.Okolo@gov.ab.ca](mailto:Ijeoma.Okolo@gov.ab.ca)>  
**Subject:** Re: Invitation to meet with Minister Dan Williams - reminder

Good afternoon,

This is a reminder for municipalities that would like to meet with Minister Williams during the ABMunis convention in November. Kindly submit your request using the attached form by **Friday, September 12, 2025**.

If your council wishes to meet the Minister and you have already submitted a request, please disregard this reminder.

Thank you.

**Engagement Team**  
**Municipal Services Division**  
**Municipal Affairs**

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**From:** MA Engagement Team <[ma.engagement@gov.ab.ca](mailto:ma.engagement@gov.ab.ca)>  
**Sent:** August 13, 2025 8:52 AM  
**To:** MA Engagement Team <[ma.engagement@gov.ab.ca](mailto:ma.engagement@gov.ab.ca)>  
**Cc:** Ijeoma Okolo <[Ijeoma.Okolo@gov.ab.ca](mailto:Ijeoma.Okolo@gov.ab.ca)>  
**Subject:** Invitation to meet with Minister Dan Williams

Dear Chief Administrative Officer:

I am writing to inform you of a potential opportunity for municipal councils to meet with the Honourable Dan Williams, Minister of Municipal Affairs, at the 2025 Alberta Municipalities (ABmunis) Fall Convention, scheduled to take place at the Calgary TELUS Convention Centre from November 12-14, 2025. These meetings will be in person at the convention centre, as scheduling permits.

Should your council want to meet with Minister Williams during the convention, please submit a request by email with three potential topics for discussion to [ma.engagement@gov.ab.ca](mailto:ma.engagement@gov.ab.ca) **no later than September 12, 2025**. The meeting request template is attached.

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

- Municipalities that identify up to three discussion topics related to policies or issues directly relevant to the Minister of Municipal Affairs and the department.
- o Please ensure details on the discussion topics are provided.

9.3

- Priority will be given to requests from municipalities at a distance from Edmonton and to municipalities that Minister Williams has not yet had an opportunity to meet with.

Meeting requests received after the deadline will not be considered for the convention.

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

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

Thank you.

**Engagement Team**  
**Municipal Services Division**  
**Municipal Affairs**

Classification: Protected A

Classification: Protected A

9.3

## Meeting Request: Alberta Municipalities Fall 2025 Convention

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

### Municipal Information

Municipality Name: \_\_\_\_\_

### Meeting Topics

Please provide additional details about the topic for discussion

| Topic 1 | Topic 2 | Topic 3 |
|---------|---------|---------|
|         |         |         |

### Meeting Participants

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

## TOWN OF LEGAL

### Report to Council

- ☒ Request for Decision  
☐ Request for Direction  
☐ For Council Information

|                 |                                                 |
|-----------------|-------------------------------------------------|
| Meeting:        | <b>Regular Council</b>                          |
| Meeting Date:   | September 15, 2025                              |
| Presented By:   | Robert Proulx, Chief Administrative Officer     |
| Title:          | ATCO Gas and Pipelines Ltd. Franchise Agreement |
| Agenda Item No: | 10.1                                            |

#### **BACKGROUND / PROPOSAL:**

The purpose of this Request for Decision is to bring to Council the ATCO Gas and Pipelines Ltd. Natural Gas Distribution System Franchise Agreement for discussion and recommendation. Included is the Natural Gas Distribution System Franchise Agreement that was executed on November 1<sup>st</sup>, 2016, along with a draft Natural Gas Distribution System Franchise Agreement.

From 2016 until 2021, the ATCO Gas franchise fee remained the same at 16.60%. In 2022, the franchise fee was increased to 25.00% to help offset the policing costs that are invoiced to the municipality, and has remained the same since.

With the Legal Arena and Curling Rink Retrofit Project approaching completion, and the financial metrics now more accurately projected, increasing the ATCO Gas franchise fee for 2026 will provide further funding to assist with the costs of the retrofit project.

Administration is recommending Council begin the process to renew to Natural Gas Franchise Agreement with ATCO Gas and Pipelines Ltd, by authorizing the Mayor and Chief Administrative Officer to sign the Form of Application for the Renewal of a Natural Gas Franchise Agreement (attached), reviewing the draft renewal franchise agreement (attached) that will implement a proposed 35.0% Municipal Franchise Fee on the distribution cost of natural gas to customers in the Town of Legal for a ten (10) year term, and passing first reading to Bylaw #12-2025 (attached).

#### **DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:**

10.1

The term of the natural gas franchise agreement between the Town of Legal and ATCO Gas and Pipelines Ltd. is set to expire at the end of October 2026.

At the September 16, 2024 Council meeting, the Town of Legal, proceeded with the required processes, in collaboration with ATCO Gas and Pipelines Ltd., in order to obtain re-approval from the Alberta Utilities Commission for the existing current Natural Gas Distribution Franchise Agreement in accordance with the recent changes made to the Government of Alberta's Utilities Affordability Statutes Amendment Act, 2024.

That reapproval merely reapproved the existing franchise agreement in its current state and confirmed that the agreement is compliant with the Government of Alberta's *Utilities Affordability Statutes Amendment Act, 2024*. The reapproval did not change anything in the contract nor did it extend the term expiry date.

ATCO Gas and Pipelines Ltd. completed a review of the franchise agreement currently in place and noted that the Town of Legal currently levies franchise fees in addition to property tax values (known as a *Method A&P* community).

As per the Natural Gas Distribution System Franchise Agreement between ATCO Gas and Pipelines Ltd. (ATCO) and the Town of Legal, ATCO pays the Town of Legal a franchise fee. The franchise fee is calculated as a percentage of ATCO's revenue derived from the delivery tariff and is collected from gas customers within Legal.

Pursuant to Clause 5(b) of the Natural Gas Distribution System Franchise Agreement:

#### Adjustment to the Franchise Fee

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

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

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

Pursuant to clause 5(e), of the Natural Gas Distribution System Franchise Agreement:

#### Franchise Fee Cap

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

Under the franchise agreement, the Town of Legal has the option of changing the franchise fee percentage for 2026. The franchise fee change process is regulated by AUC Rule 029, which mandates specific steps to take, timelines, and a new public notice template to be used for advertising. ATCO Gas & Pipelines Ltd. will guide municipalities through the process and will file the application with the AUC for approval. A request to change the franchise fee must be made in writing to ATCO before the end of October 2025.

### **COSTS / SOURCE OF FUNDING (if applicable):**

In 2024, the Delivery Tariff revenue in the Town of Legal was \$349,674.00. The forecast Delivery Tariff revenue for 2026 is \$365,674.00 based on the current franchise fee percentage of 25%. Therefore, based on the current franchise fee percentage, the estimated 2026 franchise fee revenue for the Town of Legal would be \$91,419.00.

Please note that the estimated delivery tariff revenue for 2026 can be impacted by changes in customer operations and weather. Additionally, ATCO has utilized forecast 2026 delivery rates; however, they have not yet been approved by the Alberta Utilities Commission (AUC). ATCO commits to providing updated franchise fee revenue forecasts at a future date should there be material impacts related to any update of these forecast assumptions.

The forecasted franchise fee and property tax information based on an increase to 35% will be as follows:

#### **Forecast Information**

| Franchise Fee Method "A" | Municipal Income                           |                                   |                                     | Impact on Average Residential Customer                 |                                                        |                                                   |
|--------------------------|--------------------------------------------|-----------------------------------|-------------------------------------|--------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------|
|                          | Forecast 2026 Annual Franchise Fee Total * | Estimated 2026 Property Tax Total | Estimated 2026 Annual Fee+Tax Total | Forecast 2026 Annual Franchise Fee Average Residential | Estimated 2026 Annual Property Tax Average Residential | Estimated 2026 Annual Fee+Tax Average Residential |
| 5.00%                    | \$18,284                                   | \$18,500                          | \$36,784                            | \$31.01                                                | \$31.38                                                | \$62.39                                           |
| 10.00%                   | \$36,567                                   | \$18,500                          | \$55,067                            | \$62.03                                                | \$31.38                                                | \$93.41                                           |
| 15.00%                   | \$54,851                                   | \$18,500                          | \$73,351                            | \$93.04                                                | \$31.38                                                | \$124.42                                          |
| 20.00%                   | \$73,135                                   | \$18,500                          | \$91,635                            | \$124.05                                               | \$31.38                                                | \$155.43                                          |
| 25.00%                   | \$91,419                                   | \$18,500                          | \$109,919                           | \$155.07                                               | \$31.38                                                | \$186.44                                          |
| 35.00%                   | \$127,986                                  | \$18,500                          | \$146,486                           | \$217.09                                               | \$31.38                                                | \$248.47                                          |

|                                                                          |                                                                      | Forecast 2026 Company Delivery Revenue | Forecast 2026 Delivery Revenue Per Average Residential Customer Using 105 GJs / year |
|--------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------|--------------------------------------------------------------------------------------|
| Estimated Property Tax Percent:                                          | 5.06%                                                                |                                        |                                                                                      |
| * Franchise fee percent multiplied by Company Delivery Revenue forecast. |                                                                      | \$365,674                              | \$620.26                                                                             |
| Franchise fee:                                                           | The current franchise fee rate is 25%.                               |                                        |                                                                                      |
| Municipal Tax:                                                           | Currently, franchise fees are levied in addition to municipal taxes. |                                        |                                                                                      |

10.1

The allocation of the proposed ATCO Gas Franchise Fees will be disbursed as follows:

|                  |       |                                             |
|------------------|-------|---------------------------------------------|
| <b>ATCO GAS:</b> | 35%   | <i>Increase to 35% would = \$127,986</i>    |
|                  | 16% = | \$60,000 – Allocate to Operations           |
|                  | 4% =  | \$14,560 – Policing                         |
|                  | 15% = | \$53,426 – Applied to Arena/Curling Project |

**RECOMMENDED ACTION (by originator):**

It is recommended that Council begin the process to renew to Natural Gas Franchise Agreement with ATCO Gas and Pipelines Ltd. by

1. Authorizing the Mayor and Chief Administrative Officer to sign the Form of Application for the Renewal of a Natural Gas Franchise Agreement; and
2. Reviewing the draft renewal franchise agreement that will implement a proposed 35.0% Municipal Franchise Fee on the distribution cost of natural gas to customers in the Town of Legal for a ten (10) year term; and
3. Passing first reading to Bylaw #12-2025.

**Initials show support – Reviewed by:**

CAO: Original Signed - RP

August 22, 2025

Town of Legal  
PO Box 390  
Legal, AB, T0G 1L0

**Attention: Mr. Robert Proulx, Chief Administrative Officer**

**Re: Natural Gas Franchise Fee Estimate for 2026 - Legal**

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As per the Natural Gas Distribution System Franchise Agreement between ATCO Gas and Pipelines Ltd. (ATCO) and the Town of Legal, ATCO pays the Town of Legal a franchise fee. The franchise fee is calculated as a percentage of ATCO's revenue derived from the delivery tariff and is collected from gas customers within Legal.

The franchise agreement requires that we provide ATCO's total revenues derived from the delivery tariff within Legal for 2024 and an estimate of total revenues to be derived from the delivery tariff within Legal for 2026. The chart below provides this information as well as an estimate of your franchise fee revenue for the 2026 calendar year.

| ATCO's Delivery Tariff Revenue in 2024 | ATCO's Estimated Delivery Tariff Revenue for 2026 | Your Current Franchise Fee Percentage | Your Estimated Franchise Fees for 2026 |
|----------------------------------------|---------------------------------------------------|---------------------------------------|----------------------------------------|
| \$349,505                              | \$365,674                                         | 25%                                   | \$91,419                               |

Please note that the estimated delivery tariff revenue for 2026 can be impacted by changes in customer operations and weather. Additionally, ATCO has utilized forecast 2026 delivery rates; however, they have not yet been approved by the Alberta Utilities Commission (AUC). ATCO commits to providing updated franchise fee revenue forecasts at a future date should there be material impacts related to any update of these forecast assumptions.

Under the franchise agreement, the Town of Legal has the option of changing the franchise fee percentage for 2026. If you are considering changing the franchise fee in 2026, please contact us as soon as possible to learn about the process. The franchise fee change process is regulated by AUC Rule 029, which mandates specific steps to take, timelines, and a new public notice template to be used for advertising. We will guide you through the process and will file the application with the AUC for approval. A request to change the franchise fee must be made in writing to ATCO before the end of October 2025.

We trust you will find this information useful. Should you have any questions or require anything further, please do not hesitate to contact me at [Chance.Herring@atco.com](mailto:Chance.Herring@atco.com).

Yours truly,

A handwritten signature in black ink that reads "Chance Herring".

Chance Herring  
Senior Manager, Edmonton Region Field Operations  
ATCO Gas & Pipelines Ltd.

September 2, 2025

Town of Legal  
5021 50 Street, Box 390  
Legal, Alberta, T0G 1L0

**Attention: Robert Proulx Chief Administrative Officer**

**Re: Natural Gas Distribution System Franchise Agreement Renewal**

The term of the natural gas franchise agreement between the Town of Legal and ATCO Gas and Pipelines Ltd. is set to expire at the end of October 2026 and we would like this letter to indicate our intent to start the renewal process.

You may recall that we recently worked through a reapproval together, as required by the *Utilities Affordability Statutes Amendment Act, 2024* (formerly known as "Bill 19"). That reapproval merely reapproved the existing franchise agreement in its current state and confirmed that the agreement is compliant with the Government of Alberta's *Utilities Affordability Statutes Amendment Act, 2024*. The reapproval did not change anything in the contract nor did it extend the term expiry date.

We completed a review of the franchise agreement currently in place and noted that the Town of Legal currently levies franchise fees in addition to property tax values (known as a *Method A&P* community).

We would like to arrange a mutually convenient time for a meeting to discuss the renewal of the franchise agreement and the applicable terms.

Please contact me at [chance.herring@atco.com](mailto:chance.herring@atco.com) with any questions and to discuss the renewal further.

Yours truly,

A handwritten signature in black ink that reads "Chance Herring". The signature is written in a cursive, flowing style.

Chance Herring  
Senior Manager, Edmonton Region Field Operations  
**ATCO Gas and Pipelines Ltd.**

**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

**2026**

**BETWEEN:**

**TOWN OF LEGAL**

**- AND -**

**ATCO GAS AND PIPELINES LTD.**

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# **NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

BETWEEN

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

OF THE FIRST PART

– and –

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

OF THE SECOND PART

WHEREAS by Agreement dated March 23, 1953, made between the Company and the Municipality a franchise was granted to the Company to supply natural gas to the Municipality and its inhabitants, for a period of twenty (20) years;

WHEREAS by renewal Agreement dated May 28, 1973, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by renewal Agreement dated September 6, 1983, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by renewal Agreement dated November 15, 1993, the Agreement was renewed and extended for a period of ten (10) years;

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

WHEREAS by renewal Agreement dated September 5, 2006, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by renewal Agreement made effective November 1, 2016, the Agreement was renewed and extended for a period of ten (10) years; and

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

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

1) **Definitions and Interpretation**

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

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

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

this Agreement;

- aa) **“Plans and Specifications”** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuance of any approval that may be required under this Agreement;
- bb) **“Term”** means the term of this Agreement set out in paragraph 2;
- cc) **“Terms and Conditions”** means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;
- dd) **“Work”** means any work to Construct or Maintain the Natural Gas Distribution System; and
- ee) **“Work Around Procedures”** shall have the meaning set out in paragraph 14 (c)(ii).

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

## 2) Term

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:
  - i. The first (1<sup>st</sup>) day of November 2026; and
  - ii. the first (1<sup>st</sup>) day of the month immediately following the month that all business day after both of the following have been completed~~occurred~~:
    - A. the Commission has approved and acknowledged this Agreement; and
    - B. Council of the Municipality has passed third reading of the applicable adopting bylaw and provided the Company with written evidence of the same on or before the 20<sup>th</sup> day of the month, and
    - B.C. the Municipality has provided the Company with a fully executed copy

of this Agreement on or before the 20<sup>th</sup> day of the month.

- b) This Agreement will expire on the 31<sup>st</sup> (thirty-first) day of October 2046.
- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

### **3) Expiry of Term of Agreement**

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

### **4) Grant of Franchise**

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

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

## **5) Franchise Fee**

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

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

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

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

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

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

b) Adjustment to the Franchise Fee

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

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

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

c) Notice to Change Franchise Fee

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

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

d) **Payment of Franchise Fee**

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

e) **Franchise Fee Cap**

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

f) **Reporting Considerations**

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

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

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

**6) Core Services**

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

**7) Provision of Extra Services**

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

amend Schedule “B” from time to time upon mutual agreement.

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

## **8) Municipal Taxes**

- (a) Amounts payable to the Municipality pursuant to this Agreement will be (without duplication) in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment.
- (b) The Municipality agrees that the Company shall be permitted to apply to the Commission, from time to time during the Term of this Agreement, for approval of a rider for the purpose of charging to Consumers on their utility bills any material incremental costs, levies, or charges arising from Municipal Guidelines, provided that such application shall not be made by the Company unless and until such prudently incurred costs that are not, at the applicable time, funded through rates exceed fifty thousand dollars (\$50,000), as adjusted pursuant to paragraph 8)c). The Municipality further agrees that it will provide relevant technical information for any such rider application filed by the Company with the Commission, if reasonably requested by the Company.
- (c) Notwithstanding paragraph 8)b), the fifty thousand dollar (\$50,000) threshold set forth therein shall be adjusted for inflation and increased each calendar year during the Term.

## **9) Right to Terminate on Default**

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

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

- a) Upon the expiration of the Term of this Agreement or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or

order of a governmental authority or court of law having jurisdiction the Municipality may, subject to the approval of the Commission under Section 47 of the MGA:

- ~~i. exercise its right to require the Company to sell to it the Natural Gas Distribution System within the Municipal Service Area pursuant to the provisions of the MGA, where applicable; or~~
  - ~~ii. if such right to require the Company to sell the Natural Gas Distribution System is either not applicable or has been repealed, require the Company to sell to it the Natural Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters will be referred to the Commission for determination.~~
- 
- i. exercise its right to require the Company to sell to it the Natural Gas Distribution System within the Municipal Service Area in accordance with Section 47 of the provisions of the MGA; provided that, if the Municipality has exercised such right and the Parties are unable to agree on the price or on any other terms and conditions of the purchase within six (6) months after notice of termination has been delivered pursuant to Section 47(2) of the MGA or such other date as agreed by the Parties, the unresolved matters will be referred to the Commission for determination; or
  - ii. decline to exercise such right to require the Company to sell to it the Natural Gas Distribution System within the Municipal Service Area pursuant to the provisions of the MGA
- 
- b) Where the Municipality exercises its rights to purchase the Natural Gas Distribution System from the Company as specified in paragraph 10)a)i) and thereby acquires the Natural Gas Distribution System, the Municipality agrees, should it no longer wish to own the Natural Gas Distribution System within five (5) years after it acquires the said system and the Municipality receives any bona fide offer from a third party to purchase the Natural Gas Distribution System, which it is willing to accept, then it will promptly give written notice to the Company of the terms and conditions of such offer. The Company will during the next one hundred and twenty (120) days (the “**Exercise Period**”) have the first right of refusal to purchase the Natural Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer (collectively, the “**Offer Terms**”). Such right of the Company shall be exercised by providing the Municipality with written notice prior to the expiry of the Exercise Period of the Company’s intent and agreement to purchase the Natural Gas Distribution System on the Offer Terms (the “**Exercise Notice**”). In the event the Company does not deliver an Exercise Notice within the Exercise Period, the Company will be deemed to have elected not to exercise the option granted under this paragraph 10)b).
  - c) The Company agrees and acknowledges that in the event the Municipality acquires the

Natural Gas Distribution System from the Company pursuant to paragraph 10)a)i):

- i. the Municipality may at its sole discretion enter into an agreement with a Person to operate the Natural Gas Distribution System on its behalf; and
  - ii. such agreement shall not operate or be deemed to be a *bona fide* offer from a third party to purchase the Natural Gas Distribution System for the purposes of Section 10)b) provided that it does not grant the third party the right to purchase the Natural Gas Distribution System within five (5) years of the Municipality acquiring the Natural Gas Distribution System from the Company.
- d) The terms of this paragraph 10) will survive 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.

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

### **a) Detailed Plans**

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

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

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

The Company agrees to provide the Municipality's fire department with the equipment necessary for the operation of curb boxes and service valves. In case of fire, the service valves may be turned off by the fire department if they reach a fire before the Company's representative. The Municipality will notify one of the Company's representatives of fires which may affect the Natural Gas Distribution System and/or the operations thereof as quickly as reasonably possible or, in the event they cannot reach a Company representative, the Municipality will advise the Company's standby personnel of such fires. The Company will ensure its

representatives reasonably cooperate with the Municipality in preventing, controlling and investigating fires involving or affecting the Natural Gas Distribution System.

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

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

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

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

- i. the third party utility can demonstrate to the reasonable satisfaction of the Municipality that it meets the necessary technical and financial requirements to own and operate the Natural Gas Distribution System;
- ii. the only consideration that will be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Natural Gas Distribution System;
- iii. there is no adverse impact to the Municipality resulting from the transfer and exchange above referenced as determined by the Commission;
- iv. the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the transfer and exchange; and
- v. full compensation is paid to the Municipality for all reasonable costs including administrative and legal costs incurred by the Municipality in ensuring all of the conditions i) through iv) above are satisfied.

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

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

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

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

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

For the purposes of obtaining the approval of the Municipality for Major Work under this Agreement, the Company will provide the Municipality with the Plans and Specifications for the proposed Major Work in Electronic Format (or upon request, the

Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from municipalities and will illustrate the proposed changes to the Natural Gas Distribution System.

b) Restoration of Municipal Property

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

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

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

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

c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Natural Gas Distribution System are of an urgent nature where the operation or reliability of the Natural Gas Distribution System is materially compromised or potentially materially compromised, the Company will be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the Municipality and, unless

otherwise specified by the Municipality, the Company will provide notice to the Municipality as soon as practicable and, in any event, no later than seventy-two (72) hours after the repairs are commenced.

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

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

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

f) Approvals

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

The Company will ensure all Work is performed in accordance with the requirements of all applicable legislation, rules and regulations. The Company will immediately notify the Municipality of any lien, claim of lien or other action of which it has or reasonably should have knowledge, and will cause the same to be removed within thirty (30) days (or such additional time as the Municipality may allow in writing), failing which the Municipality may take such action as it reasonably deems

necessary to remove the same and the entire cost thereof will be immediately due and payable by the Company to the Municipality.

#### **14) Responsibilities for Cost of Relocations**

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

this paragraph 14.

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

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

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

Where:

- i. The Municipality requires the Company to move a Natural Gas line so the Municipality can replace its own sewer lines. The cost of moving the Natural Gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the Natural Gas line is \$40,000;
- ii. The Company proposes to simply brace the Natural Gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;
- iii. As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000); the Company is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of \$3,000 to the Company).

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

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

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

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

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

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

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

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

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

~~a) ——— terminate this Agreement provided the Municipality gives notice in writing to the Company of its intention to do so; or~~

~~b) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the Municipal Service Area, including the increased area.~~

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

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

### **a) Municipal Use**

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

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

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

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

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

use that part of the municipal rights-of-way. Once a joint use agreement has been entered into between the Company and the third party, it will not be subsequently amended without the written consent of the Municipality (which consent will not be unreasonably withheld).

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

**18) Municipality as a Retailer**

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

**19) Reciprocal Indemnification and Liability**

- a) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused

by:

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

## **20) Assignment**

In the event the Company agrees to sell the Natural Gas Distribution System to a third party purchaser, the Company will comply with paragraph ~~40~~12 above. In addition, the Company will request the third party purchaser confirm in writing it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

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

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent

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

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

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

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

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

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

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

## **21) Notices**

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

To the Company:

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

To the Municipality:

Town of Legal  
Attention: Chief Administrative Officer  
5021 50 Street, Box 390  
Legal, Alberta, T0G 1L0  
Phone: (403) 961-3773

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

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

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

- a) Where the Company is required to effect necessary repairs or changes to the

Natural Gas Distribution System;

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

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

## **23) Dispute Settlement**

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

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

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the dispute resolved by an arbitration panel in accordance with the following procedure.

Each Party will appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators will, together, appoint a third arbitrator

within twenty-five (25) business days of written notice for arbitration. The dispute will be heard by the arbitration panel within forty-five (45) business days of the written notice for arbitration unless extended by mutual agreement between the Parties. The arbitration panel will render a decision within twenty (20) business days of the last day of the hearing.

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

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

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

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

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

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

**26) Terms and Conditions**

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

**27) Not Exclusive Against His Majesty**

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

**28) Severability**

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

**29) Amendments**

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

**30) Waiver**

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

The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

### 31) Confidentiality

The Company acknowledges the Municipality is governed by the provisions of the *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  
Mayor

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

#### **Company**

PER: \_\_\_\_\_  
Name  
Vice President, Operations

PER: \_\_\_\_\_  
Name  
Vice President, Engineering &  
Construction

10.1

## **SCHEDULE “A” Core Services**

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

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

volumes, etc.); and

- ii. any Consumer complaints received by the Commission.

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

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

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

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

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

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

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

10.1

## **SCHEDULE “B” Extra Services**

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

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

10.1

**TOWN OF LEGAL  
BYLAW #12-2025**

A bylaw of the Town of Legal (the Municipality) to authorize the Mayor and Chief Administrative Officer to execute an agreement with ATCO Gas and Pipelines Ltd. (the Company) to renew an agreement with and to confer a franchise on the Company to deliver natural gas to customers within the Municipality.

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

**AND WHEREAS** it is deemed that such an agreement would be of benefit to customers within the Municipality;

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

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

**READ** a First time this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

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

**READ** a Second time this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

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

**READ** a Third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

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

## ATCO Gas & Pipelines Ltd.

### Historic and Forecast Franchise Fee and Property Tax Information for the Town of Legal

| <u>Historic Information</u>                                                            |             |             |             |             |             |                              |
|----------------------------------------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|------------------------------|
|                                                                                        | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> | <u>Five<br/>Year Average</u> |
| Franchise Fees                                                                         | \$49,693    | \$51,639    | \$92,326    | \$80,832    | \$87,777    | \$72,453                     |
| Average Annual Franchise Fees Per Average Residential Customer Using 105 GJ's per Year | \$84.70     | \$90.91     | \$159.63    | \$140.97    | \$154.70    | \$126.18                     |
| Franchise Fee Percentage                                                               | 16.60%      | 16.60%      | 25.00%      | 25.00%      | 25.00%      |                              |
| Company Delivery Revenue                                                               | \$299,353   | \$311,098   | \$380,933   | \$323,253   | \$351,051   |                              |

| <u>Forecast Information</u> |                                            |                                   |                                     |                                                        |                                                        |                                                   |
|-----------------------------|--------------------------------------------|-----------------------------------|-------------------------------------|--------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------|
| Franchise Fee Method "A"    | Municipal Income                           |                                   |                                     | Impact on Average Residential Customer                 |                                                        |                                                   |
|                             | Forecast 2026 Annual Franchise Fee Total * | Estimated 2026 Property Tax Total | Estimated 2026 Annual Fee+Tax Total | Forecast 2026 Annual Franchise Fee Average Residential | Estimated 2026 Annual Property Tax Average Residential | Estimated 2026 Annual Fee+Tax Average Residential |
| 5.00%                       | \$18,284                                   | \$18,500                          | \$36,784                            | \$31.01                                                | \$31.38                                                | \$62.39                                           |
| 10.00%                      | \$36,567                                   | \$18,500                          | \$55,067                            | \$62.03                                                | \$31.38                                                | \$93.41                                           |
| 15.00%                      | \$54,851                                   | \$18,500                          | \$73,351                            | \$93.04                                                | \$31.38                                                | \$124.42                                          |
| 20.00%                      | \$73,135                                   | \$18,500                          | \$91,635                            | \$124.05                                               | \$31.38                                                | \$155.43                                          |
| 25.00%                      | \$91,419                                   | \$18,500                          | \$109,919                           | \$155.07                                               | \$31.38                                                | \$186.44                                          |
| 35.00%                      | \$127,986                                  | \$18,500                          | \$146,486                           | \$217.09                                               | \$31.38                                                | \$248.47                                          |

|                                 |       |
|---------------------------------|-------|
| Estimated Property Tax Percent: | 5.06% |
|---------------------------------|-------|

\* Franchise fee percent multiplied by Company Delivery Revenue forecast.

|                                        |                                                                                      |
|----------------------------------------|--------------------------------------------------------------------------------------|
| Forecast 2026 Company Delivery Revenue | Forecast 2026 Delivery Revenue Per Average Residential Customer Using 105 GJs / year |
| \$365,674                              | \$620.26                                                                             |

Franchise fee: The current franchise fee rate is 25%.

Municipal Tax: Currently, franchise fees are levied in addition to municipal taxes.



**ATCO GAS AND PIPELINES LTD.**

**ATCO GAS NORTH**

**RATE SCHEDULES**

**September 1, 2025**

10.1



Effective September 1, 2025

**ATCO GAS AND PIPELINES LTD. - NORTH  
RATE SCHEDULES****INDEX**

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Effective January 1, 2022 by Decision 26847-D01-2021  
This Replaces General Conditions  
Previously Effective January 1, 2021

## **ATCO GAS AND PIPELINES LTD. - NORTH GENERAL CONDITIONS**

**1. Approval of Alberta Utilities Commission (AUC):**

Changes in Rates from time to time are subject to approval by the AUC for the Province of Alberta.

**2. Special Contracts:**

Unless varied by the AUC, service to Customers under Special Contracts shall be subject to the terms and conditions thereof.

**3. Specific Facilities Conditions:**

The Rates do not include extra costs incurred by the Company and payable by the Customer for Special Facilities or conditions requested by the Customer at the Point of Delivery.

**4. Winter Period - Summer Period:**

The winter period is the five calendar months from November 1 to March 31, and the summer period is the seven calendar months from April 1 to October 31.

**5. Late Payment Charge:**

When accounts are not paid in full on or before the due date within 15 business days of statement date, the Company will apply a 1% (12.68% per annum) penalty on the amount due. If the payment is not received by the next billing cycle, a 1% penalty will be applied to the balance carried forward (including prior penalties).

**6. Terms and Conditions:**

The Company's Customer and Retailer Terms and Conditions for Gas Distribution Service apply to all Customers and form part of these Rate Schedules. The Company's Producer Terms and Conditions apply to all Producers and form part of these Rate Schedules.

**7. DSP Rider F:**

The words "DSP Rider F" as they appear on the Rate Schedules, shall mean the Default Supply Provider's Regulated Services Gas Cost Flow-Through Rate for ATCO Gas.

Effective April 1, 2025 by AUC Disposition 29907-D01-2025

This Replaces Rider "A"

Previously Effective January 1, 2025

## ATCO GAS AND PIPELINES LTD. – NORTH RIDER "A" MUNICIPAL FRANCHISE FEE TO ALL RATES AND ANY OTHER RIDERS THERETO

All charges under the Rates, including any charges under other Riders, to Customers situated within the communities listed on this Rider "A" Municipal Franchise Fee are subject to the addition of the percentage shown. The percentage shown is to be applied as an addition to the billings calculated under the Rates including charges as allowed under other Riders in effect.

Method A. - Applied to gross revenues\*.

| <u>Municipalities</u> | <u>%</u> | <u>Effective Date</u> | <u>Municipalities</u> | <u>%</u> | <u>Effective Date</u> | <u>Municipalities</u> | <u>%</u> | <u>Effective Date</u> |
|-----------------------|----------|-----------------------|-----------------------|----------|-----------------------|-----------------------|----------|-----------------------|
| Alberta Beach         | 8.00     | 20/03/01              | Fort Saskatchewan     | 0.00     | 04/09/28              | Oyen                  | 30.00    | 08/01/17              |
| Alix                  | 12.00    | 19/01/01              | Fox Creek             | 15.00    | 20/01/01              | Peace River           | 32.00    | 22/01/01              |
| Amisk                 | 9.10     | 00/04/18              | Gibbons               | 30.00    | 05/10/01              | Point Alison          | 15.00    | 07/10/12              |
| Andrew                | 12.00    | 24/05/01              | Girouxville           | 26.00    | 19/01/01              | Ponoka                | 31.00    | 24/02/01              |
| Argentia Beach        | 0.00     | 10/07/09              | Golden Days           | 25.00    | 04/06/15              | Provost               | 22.00    | 13/01/01              |
| Bashaw                | 13.00    | 23/01/01              | Grande Prairie        | 25.00    | 06/03/07              | Red Deer              | 35.00    | 17/01/01              |
| Beaverlodge           | 11.50    | 20/01/01              | Grimshaw              | 30.00    | 12/02/14              | Rimbey                | 26.00    | 18/01/01              |
| Bentley               | 12.00    | 20/01/01              | Hardisty              | 22.00    | 18/01/01              | Rocky Mtn. House      | 30.00    | 15/01/01              |
| Berwyn                | 30.00    | 24/12/01              | Hines Creek           | 30.00    | 05/08/02              | Rycroft               | 30.00    | 16/02/10              |
| Bittern Lake          | 8.00     | 25/01/01              | Hinton ***            | 12.00    | 23/01/01              | Ryley                 | 10.00    | 10/06/03              |
| Blackfalds            | 35.00    | 10/01/01              | Holden                | 3.50     | 14/01/01              | Seba Beach            | 20.00    | 07/04/24              |
| Bon Accord            | 23.00    | 22/01/01              | Hughenden             | 10.98    | 00/07/18              | Sexsmith              | 25.00    | 07/04/24              |
| Breton                | 15.00    | 17/01/01              | Hythe                 | 12.00    | 18/02/01              | Sherwood Park         | 22.00    | 10/07/01              |
| Bruderheim            | 20.00    | 21/01/01              | Innisfree             | 25.00    | 08/09/08              | Silver Beach          | 20.00    | 05/03/24              |
| Camrose               | 32.00    | 25/04/01              | Irma                  | 20.00    | 04/10/15              | Slave Lake            | 29.50    | 24/01/01              |
| Caroline              | 35.00    | 21/01/01              | Itaska                | 12.00    | 04/09/21              | Spirit River          | 24.00    | 01/06/18              |
| Chipman               | 0.00     | 06/05/12              | Jasper Muni           | 19.10    | 22/01/01              | Spruce Grove          | 35.00    | 23/01/01              |
| Clive                 | 17.17    | 23/01/01              | Jasper Ntl Pk         | 17.10    | 06/09/01              | St. Albert            | 25.00    | 25/01/01              |
| Clyde                 | 11.00    | 24/01/01              | Kitscoty              | 15.00    | 24/01/01              | Stony Plain           | 35.00    | 21/02/01              |
| Cold Lake             | 15.50    | 24/01/01              | Lacombe               | 29.25    | 25/01/01              | Swan Hills            | 10.00    | 21/01/01              |
| Consort               | 22.00    | 04/05/07              | Lamont                | 35.00    | 04/05/10              | Sylvan Lake           | 32.00    | 23/01/01              |
| Coronation            | 10.05    | 09/07/14              | Lavoy                 | 16.61    | 09/10/23              | Thorsby               | 35.00    | 23/03/01              |
| Czar                  | 11.84    | 00/04/27              | Legal                 | 25.00    | 22/01/01              | Tofield               | 10.00    | 04/05/04              |
| Donnelly              | 30.00    | 05/09/06              | Lloydminster          | 28.50    | 25/01/01              | Vegreville            | 33.00    | 04/10/12              |
| Drayton Valley***     | 22.00    | 04/10/22              | Lougheed              | 15.00    | 12/09/17              | Vermilion             | 22.00    | 21/01/01              |
| Eaglesham             | 10.00    | 25/01/01              | Mannville             | 25.00    | 20/01/01              | Veteran               | 6.00     | 17/01/01              |
| Eckville              | 20.00    | 16/03/01              | Mayerthorpe           | 20.20    | 24/01/01              | Viking                | 21.51    | 04/09/29              |
| Edgerton              | 15.00    | 22/01/01              | McLennan              | 24.00    | 05/05/19              | Wabamun               | 15.00    | 18/06/01              |
| Edmonton              | 35.00    | 19/01/01              | Millet                | 22.00    | 08/01/01              | Warburg               | 10.00    | 09/01/01              |
| Edson***              | 22.54    | 23/01/01              | Minburn               | 16.61    | 16/01/01              | Wembly                | 25.00    | 08/07/01              |
| Entwistle             | 17.32    | 10/02/22              | Mirror                | 12.60    | 06/07/13              | Wetaskiwin            | 33.00    | 21/01/01              |
| Fairview              | 19.31    | 23/01/01              | Mundare               | 23.00    | 20/04/01              | Whitecourt ***        | 33.55    | 24/01/01              |
| Falher                | 18.00    | 23/01/01              | Nampa                 | 16.84    | 04/04/22              |                       |          |                       |
| Fort McMurray         | 10.00    | 21/03/01              | Onoway                | 10.50    | 24/01/01              |                       |          |                       |

\* Gross Revenues are ATCO Gas total charges, less GST.

\*\*\* Includes a \$10,000 maximum annual allowable assessment (Max) on any individual metered account.

The Company's Terms and Conditions apply to all retailers and customers provided with System and/or Distribution Access Service by the Company. The Terms and Conditions are available at ATCO Gas offices during normal working hours or on the website [www.atcogas.com](http://www.atcogas.com).

Effective March 1, 2025 by AUC Disposition 29783-D01-2025

This Replaces Rider "B"

Previously Effective February 1, 2025

## ATCO GAS AND PIPELINES LTD. – NORTH RIDER "B" MUNICIPAL PROPERTY TAX AND SPECIFIC COSTS TO ALL RATES AND ANY OTHER RIDERS THERETO

This Rider is applicable to Customers and Producers resident in municipalities that receive a property tax under the Municipal Government Act or receive payment for specific costs which are not generally incurred by the Company. This Rider is the estimated percentage of gross revenue required to provide for the tax payable or specific cost incurred each year. To the extent that this percentage may be more or less than that required to pay the tax or specific cost, the percentage of gross revenue provided in the Rider will be adjusted on the 1st of February each year.

The percentage is to be applied as an addition to the billings calculated under the Rates including charges as allowed under other Riders in effect with respect to the following municipalities:

| <u>Municipalities</u>        | <u>%</u> | <u>Effective Date</u> | <u>Municipalities</u> | <u>%</u> | <u>Effective Date</u> | <u>Municipalities</u>       | <u>%</u> | <u>Effective Date</u> |
|------------------------------|----------|-----------------------|-----------------------|----------|-----------------------|-----------------------------|----------|-----------------------|
| Alberta Beach                | 3.30     | 25/02/01              | Girouxville           | 4.80     | 25/02/01              | Paul Band First Nation      | 12.10    | 25/02/01              |
| Andrew                       | 5.90     | 25/02/01              | Golden Days           | 1.10     | 25/02/01              | Peace River                 | 4.40     | 25/02/01              |
| Argentia Beach               | 1.70     | 25/02/01              | Grande Prairie        | 4.00     | 25/02/01              | Point Alison                | 2.60     | 25/02/01              |
| Bashaw                       | 2.70     | 25/02/01              | Grimshaw              | 3.70     | 25/02/01              | Ponoka                      | 3.10     | 25/02/01              |
| Beaverlodge                  | 3.90     | 25/02/01              | Hardisty              | 4.40     | 25/02/01              | Provost                     | 4.70     | 25/02/01              |
| Bentley                      | 3.00     | 25/02/01              | Hines Creek           | 5.30     | 25/02/01              | Red Deer                    | 3.30     | 25/02/01              |
| Berwyn                       | 10.00    | 25/02/01              | Hinton                | 2.90     | 25/02/01              | Rocky Mtn. House            | 2.90     | 25/02/01              |
| Bittern Lake                 | 14.00    | 25/02/01              | Holden                | 14.10    | 25/02/01              | Rycroft                     | 5.10     | 25/02/01              |
| Blackfalds                   | 2.20     | 25/02/01              | Hughenden             | 0.00     | 25/02/01              | Ryley                       | 16.10    | 25/02/01              |
| Bon Accord                   | 4.30     | 25/02/01              | Hythe                 | 2.10     | 25/02/01              | Seba Beach                  | 1.80     | 25/02/01              |
| Breton                       | 3.40     | 25/02/01              | Innisfree             | 6.60     | 25/02/01              | Silver Beach                | 1.20     | 25/02/01              |
| Bruderheim                   | 3.00     | 25/02/01              | Irma                  | 3.00     | 25/02/01              | Slave Lake                  | 2.70     | 25/02/01              |
| Camrose                      | 3.00     | 25/02/01              | Itaska Beach          | 1.50     | 25/02/01              | Spirit River                | 4.90     | 25/02/01              |
| Caroline                     | 0.70     | 25/02/01              | Jarvis Bay            | 1.00     | 25/02/01              | Spruce Grove                | 2.00     | 25/02/01              |
| Clive                        | 2.60     | 25/02/01              | Jasper, Town          | 3.20     | 25/02/01              | Stony Plain                 | 2.10     | 25/02/01              |
| Clyde                        | 6.80     | 25/02/01              | Kitscoty              | 7.90     | 25/02/01              | Stony Plain Indian Reserve  | 6.20     | 25/02/01              |
| Cold Lake                    | 3.00     | 25/02/01              | Lacombe               | 2.10     | 25/02/01              | Swan Hills                  | 9.60     | 25/02/01              |
| Consort                      | 5.00     | 25/02/01              | Lakeview              | 9.00     | 25/02/01              | Sylvan Lake                 | 2.80     | 25/02/01              |
| Coronation                   | 5.00     | 25/02/01              | Lamont                | 4.60     | 25/02/01              | Thorsby                     | 7.90     | 25/02/01              |
| Donnelly                     | 5.80     | 25/02/01              | Lavoy                 | 3.10     | 25/02/01              | Tofield                     | 7.90     | 25/02/01              |
| Eckville                     | 3.50     | 25/02/01              | Legal                 | 4.90     | 25/02/01              | Vegreville                  | 4.20     | 25/02/01              |
| Edgerton                     | 11.80    | 25/02/01              | Lloydminster          | 2.80     | 25/02/01              | Vermilion                   | 3.10     | 25/02/01              |
| Edmonton                     | 4.60     | 25/02/01              | Lougheed              | 6.40     | 25/02/01              | Veteran                     | 8.10     | 25/02/01              |
| Edson                        | 4.70     | 25/02/01              | Mannville             | 8.40     | 25/02/01              | Viking                      | 5.30     | 25/02/01              |
| Entwistle                    | 0.00     | 25/02/01              | Mayerthorpe           | 5.60     | 25/02/01              | Wabamun                     | 0.00     | 25/02/01              |
| Fairview                     | 3.40     | 25/02/01              | Millet                | 3.00     | 25/02/01              | Warburg                     | 4.80     | 25/02/01              |
| Falher                       | 3.80     | 25/02/01              | Mundare               | 3.50     | 25/02/01              | Wembley                     | 4.50     | 25/02/01              |
| Ft McMurray 468 First Nation | 1.30     | 25/02/01              | Nampa                 | 5.30     | 25/02/01              | Wetaskiwin                  | 4.50     | 25/02/01              |
| Ft. Saskatchewan             | 3.10     | 25/02/01              | Norglenwold           | 1.20     | 25/02/01              | Whitecourt                  | 2.60     | 25/02/01              |
| Fox Creek                    | 1.10     | 25/02/01              | Oneway                | 6.50     | 25/02/01              | Wood Buffalo (Ft. McMurray) | 1.20     | 25/02/01              |
| Gibbons                      | 4.10     | 25/02/01              | Oyen                  | 3.60     | 25/02/01              |                             |          |                       |

The Company's Terms and Conditions apply to all retailers and customers provided with System and/or Distribution Access Service by the Company. The Terms and Conditions are available at ATCO Gas offices during normal working hours or on the website [www.atcogas.com](http://www.atcogas.com).

Effective November 1, 2024 by Decision 29250-D01-2024

This Replaces Rider "D"

Previously Effective November 1, 2023

**ATCO GAS AND PIPELINES LTD.  
ATCO GAS RIDER "D" TO DISTRIBUTION ACCESS SERVICE CUSTOMERS  
FOR THE RECOVERY OF UNACCOUNTED FOR GAS (UFG)**

All Retailer and Default Supply Provider Customers utilizing Distribution Access Service for delivering gas off the ATCO Gas distribution systems will be assessed a distribution UFG charge of 1.486% at the Point of Delivery. The UFG assessment will be made up "In-Kind" from each Customer Account.

Effective September 1, 2007 by Decision 2007-059

This Replaces Rider "E"

Previously Effective April 1, 2002

**ATCO GAS AND PIPELINES LTD. - NORTH  
RIDER "E" TO DELIVERY SERVICE RATES  
FOR THE DETERMINATION OF THE "DEEMED VALUE OF NATURAL GAS"  
FOR CALCULATION OF MUNICIPAL FRANCHISE FEE PAYABLE**

A Deemed Value of Natural Gas Rate will be applied to the energy delivered to Delivery Service Customers for the determination of municipal franchise fee payable by Customers in municipalities designated as Method "C" municipalities on Rider "A" of these Rate Schedules.

**FOR ALL RATES:**

The "Deemed Value" is an amount equal to the Gas flow Through Rate specified on the DSP Rider "F".

Effective November 1, 2024 by Decision 29250-D01-2024

This Replaces Rider "P"

Previously Effective November 1, 2023

**ATCO GAS AND PIPELINES LTD.  
RIDER "P" TO PRODUCERS  
FOR THE RECOVER OF UNACCOUNTED FOR GAS (UFG)**

All Producers utilizing Distribution Access Service for exporting gas off the ATCO Gas distribution system will be assessed a distribution UFG charge of 1.463% at the Point of Export. The UFG assessment will be made up "In-Kind" from each Producer Account.

Effective September 1, 2025 by Decision 30140-D01-2025  
This Replaces Rider "S"  
Previously Effective January 1, 2022 to June 1, 2022

**ATCO GAS AND PIPELINES LTD. NORTH  
RIDER "S"**

To be applied to the Fixed Charge, Variable Charge and Demand Charge to all customers unless otherwise specified by specific contracts or the AUC, effective September 1, 2025 to February 28, 2026.

**Low Use Delivery Rate**

|                 |                        |
|-----------------|------------------------|
| Fixed Charge    | \$0.103 per Day Credit |
| Variable Energy | \$0.077 per GJ Credit  |

**Mid Use Delivery Rate**

|                 |                        |
|-----------------|------------------------|
| Fixed Charge    | \$0.196 per Day Credit |
| Variable Energy | \$0.078 per GJ Credit  |

**High Use Delivery Rate**

|               |                                                        |
|---------------|--------------------------------------------------------|
| Fixed Charge  | \$0.750 per Day Credit                                 |
| Demand Charge | \$0.020 per GJ per Day of 24 Hr. Billing Demand Credit |

**Ultra High Use Delivery Rate**

|               |                                                        |
|---------------|--------------------------------------------------------|
| Fixed Charge  | \$0.862 per Day Credit                                 |
| Demand Charge | \$0.016 per GJ per Day of 24 Hr. Billing Demand Credit |

Effective January 1, 2025 by Decision 29335-D01-2024  
This Replaces Rider "T"  
Previously Effective January 1, 2024

**ATCO GAS AND PIPELINES LTD.  
RIDER "T" TRANSMISSION SERVICE CHARGE**

To be applied to Low Use, Mid Use and High Use, Ultra High Use and Alternative Technology and Appliance (ATA) customers unless otherwise specified by specific contracts or the AUC, effective January 1, 2025.

|                                                       |                                                 |
|-------------------------------------------------------|-------------------------------------------------|
| Low Use Delivery Rate                                 | \$1.260 per GJ                                  |
| Mid Use Delivery Rate                                 | \$1.167 per GJ                                  |
| High Use Delivery Rate                                | \$0.283 per GJ per Day of 24 Hr. Billing Demand |
| Ultra High Use Delivery Rate                          | \$0.330 per GJ per Day of 24 Hr. Billing Demand |
| Alternative Technology and Appliance Delivery Service | \$1.260 per GJ                                  |

Effective September 1, 2025 by Decision 30077-D01-2025  
This Replaces Rider "W" as approved in Decision 29061-D01-2024  
Previously Effective September 1, 2024 to April 30, 2025

**ATCO GAS AND PIPELINES LTD. - NORTH  
RIDER "W" WEATHER DEFERRAL ACCOUNT RIDER**

To be applied to the Low Use and Mid Use customers unless otherwise specified by specific contracts or AUC, effective September 1, 2025 to April 30, 2026.

|                       |                |
|-----------------------|----------------|
| Low Use Delivery Rate | \$0.142 per GJ |
| Mid Use Delivery Rate | \$0.120 per GJ |

Effective January 1, 2025 by Decision 29299-D01-2024  
This Replaces Low Use Delivery Service  
Previously Effective January 1, 2024 by Decision 28569-D01-2023

**ATCO GAS AND PIPELINES LTD. - NORTH  
LOW USE DELIVERY SERVICE**

Available to all Customers using 1,200 GJ per year or less.

**CHARGES:**

|                                        |                  |
|----------------------------------------|------------------|
| <b>Fixed Charge:</b>                   | \$ 0.993 per Day |
| <b>Variable Charge:</b>                | \$ 1.043 per GJ  |
| <b>Rider S:</b>                        | Rider "S"        |
| <b>Transmission Service Charge:</b>    | Rider "T"        |
| <b>Weather Deferral Account Rider:</b> | Rider "W"        |

**RATE SWITCHING:**

A Low Use customer that consumes more than 1,200 GJ of natural gas annually but no more than 8,000 GJ annually for two consecutive years will automatically be switched to the Mid Use rate group without notice. ATCO Gas will notify the customers' retailers of any such rate switches.

Effective January 1, 2025 by Decision 29299-D01-2024  
This Replaces Mid Use Delivery Service  
Previously Effective January 1, 2024 by Decision 28569-D01-2023

**ATCO GAS AND PIPELINES LTD. - NORTH  
MID USE DELIVERY SERVICE**

Available to all Customers using more than 1,200 GJ per year but no more than 8,000 GJ annually.

**CHARGES:**

|                                        |                  |
|----------------------------------------|------------------|
| <b>Fixed Charge:</b>                   | \$ 1.899 per Day |
| <b>Variable Charge:</b>                | \$ 1.062 per GJ  |
| <b>Rider S:</b>                        | Rider "S"        |
| <b>Transmission Service Charge:</b>    | Rider "T"        |
| <b>Weather Deferral Account Rider:</b> | Rider "W"        |

**RATE SWITCHING:**

A Mid Use customer that consumes less than 1,201 GJ of natural gas annually for two consecutive years will automatically be switched to the Low Use rate group without notice. ATCO Gas will notify the customers' retailers of any such rate switches.

Effective January 1, 2025 by Decision 29299-D01-2024  
This Replaces High Use Delivery Service  
Previously Effective January 1, 2024 by Decision 28569-D01-2023

## **ATCO GAS AND PIPELINES LTD. - NORTH HIGH USE DELIVERY SERVICE**

Available to all Customers using more than 8,000 GJ per year but no more than 100,000 GJ annually.

### **CHARGES:**

|                                     |                                                  |
|-------------------------------------|--------------------------------------------------|
| <b>Fixed Charge:</b>                | \$ 7.214 per Day                                 |
| <b>Variable Charge:</b>             | \$0.000 per GJ                                   |
| <b>Demand Charge:</b>               | \$ 0.177 per GJ per Day of 24 Hr. Billing Demand |
| <b>Rider S:</b>                     | Rider "S"                                        |
| <b>Transmission Service Charge:</b> | Rider "T"                                        |

### **DETERMINATION OF BILLING DEMAND:**

The Billing Demand for each billing period shall be the greater of:

1. Any applicable contract demand, or
2. The greatest amount of gas in GJ delivered in any Gas Day (i.e. 8:00 am to 8:00 am) during the current and preceding eleven billing periods provided that the greatest amount of gas delivered in any Gas Day in the summer period shall be divided by 2.
3. 50 GJ/day.

Provided that for a Customer who elects to take service only during the summer period, the Billing Demand for each billing period shall be the greatest amount of gas in GJ in any Gas Day in that billing period.

In the first contract year, the Company shall estimate the Billing Demand from information provided by the Customer.

### **RATE SWITCHING**

A customer billed under the High Use rate schedule that consumes less than 8,000 GJ of natural gas per year for two consecutive years will be switched to the Low or Mid Use rate schedule, as appropriate. ATCO Gas will notify Customers in advance of the rate switch. Only one switch per year will be allowed, and the effective date for the switch will be determined by ATCO Gas. ATCO Gas will notify the customers' retailers of any such rate switches.

Effective January 1, 2025 by Decision 29299-D01-2024  
This Replaces Ultra High Use Delivery Service  
Previously Effective January 1, 2024 by Decision 28569-D01-2023

## **ATCO GAS AND PIPELINES LTD. - NORTH ULTRA HIGH USE DELIVERY SERVICE**

Available to all Customers using more than 100,000 GJ year.

### **CHARGES:**

|                                     |                                                  |
|-------------------------------------|--------------------------------------------------|
| <b>Fixed Charge:</b>                | \$ 8.142 per Day                                 |
| <b>Variable Charge:</b>             | \$0.000 per GJ                                   |
| <b>Demand Charge:</b>               | \$ 0.209 per GJ per Day of 24 Hr. Billing Demand |
| <b>Rider S:</b>                     | Rider "S"                                        |
| <b>Transmission Service Charge:</b> | Rider "T"                                        |

### **DETERMINATION OF BILLING DEMAND:**

The Billing Demand for each billing period shall be the greater of:

1. Any applicable contract demand, or
2. The greatest amount of gas in GJ delivered in any Gas Day (i.e. 8:00 am to 8:00 am) during the current and preceding eleven billing periods provided that the greatest amount of gas delivered in any Gas Day in the summer period shall be divided by 2.
3. 400 GJ/day.

In the first contract year, the Company shall estimate the Billing Demand from information provided by the Customer.

### **RATE SWITCHING**

A customer billed under the Ultra High Use rate schedule that consumes less than 100,000 GJ of natural gas per year for two consecutive years will be switched to the Low, Mid, or High Use rate schedule, as appropriate. ATCO Gas will notify Customers in advance of the rate switch. Only one switch per year will be allowed, and the effective date for the switch will be determined by ATCO Gas. ATCO Gas will notify the customers' retailers of any such rate switches.

Effective January 1, 2025 by Decision 29299-D01-2024  
This Replaces Alternative Technology and Appliance Delivery Service  
Previously Effective January 1, 2024 by Decision 28569-D01-2023

## **ATCO GAS AND PIPELINES LTD. - NORTH ALTERNATIVE TECHNOLOGY AND APPLIANCE DELIVERY SERVICE**

Available by request only and at the discretion of the company for use to all Customers:

- Using less than 40 GJ per year, and
- Have one of the following use types:
  - Uses alternative technologies that reduce natural gas space heating load including solar thermal, geexchange, and net zero/near net zero emission homes; or
  - Uses natural gas solely for non-space heating purposes.

### **CHARGES:**

|                                     |                  |
|-------------------------------------|------------------|
| <b>Fixed Charge:</b>                | \$ 0.461 per Day |
| <b>Variable Charge:</b>             | \$ 6.669 per GJ  |
| <b>Transmission Service Charge:</b> | Rider "T"        |

### **RATE SWITCHING:**

Customers switching to or from Alternative Technology and Appliance Delivery Service will be allowed one rate switch per year. ATCO Gas will notify the customers' retailers of any such rate switches.

Effective January 1, 2025 by Decision 29299-D01-2024  
This Replaces Producer Receipt Service  
Previously Effective January 1, 2024 by Decision 28569-D01-2023

## **ATCO GAS AND PIPELINES LTD. - NORTH PRODUCER RECEIPT SERVICE**

Available to all producers injecting natural gas directly onto the ATCO Gas distribution system. This rate is not applicable to Gas receipted onto the ATCO Gas distribution system from Nova Gas Transmission Ltd.

### **CHARGES:**

|                         |                                                  |
|-------------------------|--------------------------------------------------|
| <b>Fixed Charge:</b>    | \$ 182.022 per Day                               |
| <b>Variable Charge:</b> | \$0.000 per GJ                                   |
| <b>Demand Charge:</b>   | \$ 0.206 per GJ per Day of 24 Hr. Billing Demand |

### **DETERMINATION OF BILLING DEMAND:**

The Billing Demand for each billing period shall be the greater of:

1. Any applicable contract demand, or
2. The greatest amount of gas in GJ received in any Gas Day (i.e. 8:00 am to 8:00 am) during the current and preceding eleven billing periods

Effective January 1, 2025 by Decision 29299-D01-2024  
This Replaces Unmetered Gas Light Service  
Previously Effective January 1, 2024 by Decision 28569-D01-2023

**ATCO GAS AND PIPELINES LTD. - NORTH  
UNMETERED GAS LIGHT SERVICE**

Applicable to all Customers with existing Company installed and approved gas lights. This rate is closed to new unmetered gas lights.

**CHARGES:**

**Fixed Charge:** \$ 0.099 per Mantle per Day

## BYLAW NO. 03-2016

A By-law of the Town of Legal to authorize the Mayor and Chief Administrative Officer to execute an agreement with ATCO Gas and Pipelines Ltd., to renew a agreement with, and to confer a franchise on the ATCO Gas and Pipelines Ltd. to deliver natural gas to customers within the Town of Legal.

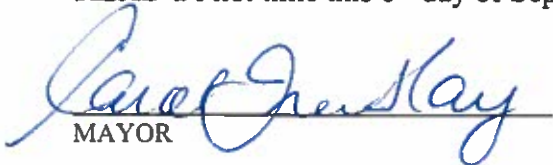
**WHEREAS** the ATCO Gas and Pipelines Ltd. has requested a franchise be granted to provide natural gas services to customers within the Town of Legal;

**AND WHEREAS** it is deemed that such an agreement would be of benefit to customers within the Town of Legal;

**THEREFORE** under the authority of the Municipal Government Act, R.S.A. 2000, Chapter M-26, Part 3, Division 3, Section 45 - 47 be it enacted that the Mayor and Chief Administrative Officer be authorized to sign the agreement which is attached to and forming part of this By-law and marked as Schedule "A" between the Town of Legal and the ATCO Gas and Pipelines Ltd. to renew a agreement with and to confer a franchise on the ATCO Gas and Pipelines Ltd. to deliver natural gas services within the Town of Legal;

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

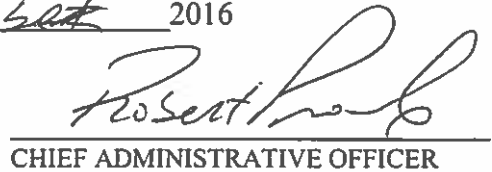
**READ** a First time this 6<sup>th</sup> day of September, 2016.

  
MAYOR

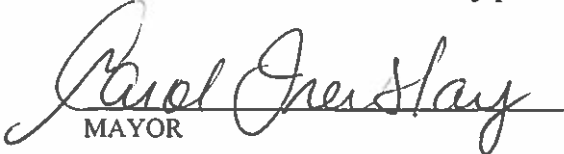
  
CHIEF ADMINISTRATIVE OFFICER

**READ** a Second time this 17 day of October 2016

  
MAYOR

  
CHIEF ADMINISTRATIVE OFFICER

**READ** a Third time and finally passed this 17 day of October 2016

  
MAYOR

  
CHIEF ADMINISTRATIVE OFFICER

10.1

**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

**2016**

**BETWEEN:**

**TOWN OF LEGAL**

**- AND -**

**ATCO GAS AND PIPELINES LTD.**

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10.1



**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

BETWEEN

**TOWN OF LEGAL**, a municipality located in the  
Province of Alberta (the "**Municipality**")

OF THE FIRST PART

– and –

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

OF THE SECOND PART

WHEREAS by Agreement dated March 23, 1953 made between the  
Company and the Municipality a franchise was granted to the Company to supply natural gas to  
the Municipality and its inhabitants, for a period of twenty (20) years;

WHEREAS by Renewal Agreement dated May 28, 1973 the Agreement  
was renewed and extended for a period of ten (10) years;

WHEREAS by Renewal Agreement dated September 6, 1983 the  
Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Renewal Agreement dated November 15, 1993 the  
Agreement was renewed and extended for a period of ten (10) years;

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

WHEREAS by Renewal Agreement dated September 5, 2006 the  
Agreement was renewed and extended for a period of ten (10) years;

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

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

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## **1) Definitions and Interpretation**

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

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

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- n) "Major Work" means any Work to Construct or Maintain the Distribution System that costs more than One Hundred Thousand (\$100,000.00) Dollars;
- o) "MGA" means the Municipal Government Act (Alberta);
- p) "Modified Plans" shall have the meaning set out in paragraph 14 (c)(ii);
- q) "Municipality" means the Party of the first part to this Agreement;
- r) "Municipal Compensation" shall have the meaning set out in paragraph 20;
- s) "Municipal Area" means the area within the municipal boundaries of the Municipality excepting thereout in their entirety lands annexed under Local Authorities Board Order No. 20121, effective December 31, 1991 containing approximately 22.96 hectares and more commonly referenced as the site of RAHR Malting Canada Ltd. formerly known as Westcan Malting Ltd. its successors and assigns, as at the date of this Agreement, and as it may be otherwise increased herein;
- t) "Municipal Property" means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- u) "Natural Gas" means a combustible mixture of hydrocarbon gases;
- v) "Natural Gas Distribution Service" means the delivery of Natural Gas in accordance with the Company's Delivery Tariff;
- w) "Natural Gas Distribution System" means any facilities owned by the Company which are used to provide Natural Gas Distribution Service within the Municipal Service Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Service Area and includes any Natural Gas transmission lines owned by the Company within the Municipal Service Area;
- x) "NOVA Gas Transmission Ltd. (NGTL)" means NGTL and its successors, as applicable, for purposes of paragraph 5 g) of this Agreement. For greater certainty, the provisions of paragraph 5 g) may only apply in relation to franchises held by ATCO;
- y) "Operate" means to operate the Natural Gas Distribution System, or to interrupt or restore service in any part of the Natural Gas Distribution System, in a safe and reliable manner;
- z) "Party" means any party to this Agreement and "Parties" means all of the parties to this Agreement;
- aa) "Plans and Specifications" means the plans, drawings and specifications reasonably

necessary to properly assess and review proposed Work prior to issuance of any approval that may be required under this Agreement;

bb) "Term" means the term of this Agreement set out in paragraph 2;

cc) "Terms and Conditions" means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;

dd) "Work" means any work to Construct or Maintain the Natural Gas Distribution System; and

ee) "Work Around Procedures" shall have the meaning set out in paragraph 14 (c)(ii).

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

## 2) Term

a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:

i. 1<sup>st</sup> day of November 2016; and

ii. the first (1<sup>st</sup>) business day after both of the following have occurred:

A. the Commission has approved and acknowledged this Agreement; and

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

b) This Agreement will expire on the 31<sup>st</sup> day October, 2026.

c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

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### **3) Expiry of Term of Agreement**

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

### **4) Grant of Franchise**

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area to:
  - i. provide Natural Gas Distribution Service;
  - ii. Construct, Operate, and Maintain the Natural Gas Distribution System; and
  - iii. use portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas Distribution Service or to Construct, Operate and Maintain the Natural Gas Distribution System.

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b) Subject to subparagraph 4c) , and to the terms and conditions hereof, the Municipality agrees it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any natural gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas distribution service or to Construct, Operate and Maintain a Natural Gas distribution system, for the purpose of delivering Natural Gas in the Municipal Service Area for Consumers, so long as the Company delivers the Consumers' requirements of Natural Gas.

c) The Company agrees to:

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

## 5) Franchise Fee

a) Calculation of Franchise Fee

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

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For the first (1<sup>st</sup>) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be Sixteen and Sixty One hundredths percent (16.60%).

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

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

b) Adjustment to the Franchise Fee

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

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

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

c) Notice to Change Franchise Fee

Prior to implementing any change to the franchise fee, the Municipality will notify its intent to change the level of the franchise fee and the resulting effect such change will have on an average residential Consumer's annual Natural Gas bill through publication of a notice once in the newspaper with the widest circulation in the Municipal Service Area at least forty five (45) days prior to implementing the revised franchise fee. A copy of the published notice will be filed with the Commission.

d) Payment of Franchise Fee

The Company will pay the Municipality the franchise fee amount billed to

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Consumers on a monthly basis within forty-five (45) days after billing Consumers.

**e) Franchise Fee Cap**

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

**f) Reporting Considerations**

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

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

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

**6) Core Services**

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

**7) Provision of Extra Services**

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

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

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**8) Municipal Taxes**

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

**9) Right to Terminate on Default**

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

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

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

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

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

**a) Detailed Plans**

The Company agrees to provide to the Municipality for the Municipality's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and alignments of the Natural Gas Distribution System, excepting service lines and installations on private

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property, according to the plan sheets in hard copy and in Electronic Format, where available, together with as many prints of the overall Natural Gas Distribution System as the Municipality may reasonably require. These plans and plan sheets will be updated by the Company on at least an annual basis.

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

**b) Provision of Equipment**

The Company agrees to provide the Municipality's fire department with the equipment necessary for the operation of curb boxes and service valves. In case of fire, the service valves may be turned off by the fire department if they reach a fire before the Company's representative. The Municipality will notify one of the Company's representatives of fires which may affect the Natural Gas Distribution System and/or the operations thereof as quickly as reasonably possible or, in the event they cannot reach a Company representative, the Municipality will advise the Company's standby personnel of such fires. The Company will ensure its representatives reasonably cooperate with the Municipality in preventing, controlling and investigating fires involving or affecting the Natural Gas Distribution System.

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

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

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

- b) If the Municipality does not exercise its right of first refusal and the said bona fide offer the Company is willing to accept does not proceed to closure, the Municipality retains its right of first refusal on any other offer.

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- c) This right of first refusal applies where the offer pertains only to the entire Natural Gas Distribution System. The right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal will be of no force and effect and will not apply.
- d) Where the Municipality exercises its rights to purchase the Natural Gas Distribution System from the Company and thereby acquires the Natural Gas Distribution System, the Municipality agrees, should it no longer wish to own the Natural Gas Distribution System within five (5) years after it acquires the said system and the Municipality receives any bona fide offer from an arms-length third party to purchase the Natural Gas Distribution System, which it is willing to accept, then it will promptly give written notice to the Company of the terms and conditions of such offer. The Company will during the next one hundred and twenty (120) days have the first right of refusal to purchase the Natural Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer.
- e) The Municipality's right of first refusal will not apply where the Company has agreed to transfer the Natural Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:
  - i. the third party utility can demonstrate to the reasonable satisfaction of the Municipality that it meets the necessary technical and financial requirements to own and operate the Natural Gas Distribution System;
  - ii. the only consideration that will be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Natural Gas Distribution System;
  - iii. there is no adverse impact to the Municipality resulting from the transfer and exchange above referenced as determined by the Commission;
  - iv. the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the transfer and exchange; and
  - v. full compensation is paid to the Municipality for all reasonable costs including administrative and legal costs incurred by the Municipality in ensuring all of the conditions i) through iv) above are satisfied.

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

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

Before undertaking any Major Work, or in any case in which the Municipality

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

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

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

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

b) Restoration of Municipal Property

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

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

The Company further covenants it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Natural Gas Distribution System along the designated rights-of-way pursuant to the direction of the Municipality.

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During the performance of the Work, the Company will use commercially reasonable efforts to not interfere with existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipality Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it will cause such damage to be repaired at its own cost.

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

c) Urgent Repairs and Notification to Municipality

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

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

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paragraph 11, the Company may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

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

**f) Approvals**

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

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

**14) Responsibilities For Cost of Relocations**

- a) Upon receipt of one (1) year's notice from the Municipality, the Company will, at its own expense, relocate to Municipal Property such part of the Natural Gas Distribution System that is located on Municipal Property as may be reasonably required by the Municipality due to planned municipal construction. In order to encourage the orderly development of Municipal facilities and the Natural Gas Distribution System, the Municipality and the Company agree they will meet regularly to:
  - i. review the long-term facility plans of the Municipality and the Company; and
  - ii. determine the time requirements and costs for final design specifications for each relocation. Providing the Municipality is not the developer requesting the relocation for commercial or residential resale to third parties, the Company will bear the expenses of the required relocation.
- b) Notwithstanding the foregoing, the Company will not be required to move any part of the Natural Gas Distribution System after receipt of notice from the Municipality in accordance with this paragraph where:
  - i. the Company has illustrated to the satisfaction of the Municipality, acting reasonably, an appropriate Alternative Course of Action is available;
  - ii. the Municipality has provided the Company with its written approval of the

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Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and

- iii. the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure the Municipality will be left with sufficient time to complete the said planned municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Company utilizing the Alternative Course of Action).
- c) For the purposes of this paragraph 14, the term "Alternative Course of Action" will mean any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the Municipality may incur and which the Company will be required to pay in accordance with this paragraph 14 and "Intended Time Frame" will mean the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Natural Gas Distribution System in accordance with this paragraph 14.

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

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

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- i. The Municipality requires the Company to move a Natural Gas line so the Municipality can replace its own sewer lines. The cost of moving the Natural Gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the Natural Gas line is \$40,000;
- ii. The Company proposes to simply brace the Natural Gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;
- iii. As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000); the Company is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of \$3,000 to the Company).

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

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

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

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

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

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of the costs of such relocation.

**15) Natural Gas Distribution System Expansion**

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

**16) Increase in Municipal Boundaries**

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

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

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

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

a) Municipal Use

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

b) Third Party Use and Notice

If any third party, including other utilities, desire to jointly use the municipal rights-

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of-way, the Company agrees it will not grant the third party joint use except in accordance with this paragraph, or unless otherwise directed by any governmental authority or court of law having jurisdiction.

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

- i. first, the third party will be directed to approach the Company to initially request conditional approval from the Company to use that part of the municipal rights-of-way it seeks to use;
- ii. second, upon receiving written conditional approval from the Company, the third party will be directed to approach the Municipality to obtain its written approval to jointly use that part of the municipal rights-of-way. As a condition of granting its consent, the Municipality may require such third party enter into an agreement with the Municipality, and such agreement may require such third party pay compensation to the Municipality; and
- iii. third, upon receiving written conditional approval from the Municipality, the third party will be directed to obtain final written approval from the Company to jointly use that part of the municipal rights-of-way. Once a joint use agreement has been entered into between the Company and the third party, it will not be subsequently amended without the written consent of the Municipality (which consent will not be unreasonably withheld).

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

**18) Municipality as a Retailer**

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

**19) Reciprocal Indemnification and Liability**

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

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## 20) Assignment

In the event the Company agrees to sell the Natural Gas Distribution System to a third party purchaser, the Company will comply with paragraph 10 above. In addition, the Company will request the third party purchaser confirm in writing it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

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

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

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

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

Where the Commission approves such sale of the Natural Gas Distribution System to a

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

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

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

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

## 21) Notices

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

To the Company:

ATCO GAS AND PIPELINES LTD.  
Attention: Vice President, Edmonton Region Operations  
240 Portage Close  
Sherwood Park, Alberta T8H-2R6  
\_\_\_\_\_  
Phone (780) 420-7500 Fax (780) 420-5565

To the Municipality:

TOWN OF LEGAL  
Attention: Chief Administrative Officer  
PO Box 390  
Legal, Alberta T0G-1L0  
\_\_\_\_\_  
Phone (780) 961-3773 Fax (780) 961-4133

- b) The date of receipt of any such notice as given above, will be deemed to be as follows:

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

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

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

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

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

**23) Dispute Settlement**

- a) If any dispute or controversy of any kind or nature arises relating to this Agreement or the Parties' rights or obligations hereunder, the Parties agree such dispute or controversy will be resolved by negotiation, and where such negotiation does not result in the settlement of the matter within thirty (30) days of notice of such dispute being provided by one Party to the other Party, and to the extent permitted by law, the Company and Municipality agree that unresolved disputes pertaining to this Agreement, other than those contemplated in paragraphs 3 and



20 and Section 3 of Schedule "A", or those related to the sale of the Natural Gas Distribution System as contemplated in paragraphs 10 and 12 hereof, or any other matter within the exclusive jurisdiction of a governmental authority having jurisdiction, will be submitted to arbitration for determination and may be commenced by either Party providing written notice to the other Party stating the dispute to be submitted to arbitration.

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

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the dispute resolved by an arbitration panel in accordance with the following procedure.

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

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

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

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

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

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**25) Force Majeure**

If either Party fails to meet its obligations hereunder within the time prescribed, and such failure is caused or materially contributed by an event of "force majeure", such failure will be deemed not to be a breach of the obligations of such Party hereunder, but such Party will use its best efforts on a commercially reasonable basis to put itself in a position to carry out its obligations hereunder. The term "force majeure" will mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the 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 (excluding the Municipality) having jurisdiction, civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances will be deemed not to be an event of "force majeure".

**26) Terms and Conditions**

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

**27) Not Exclusive Against Her Majesty**

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

**28) Severability**

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

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**29) Amendments**

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

**30) Waiver**

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

The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

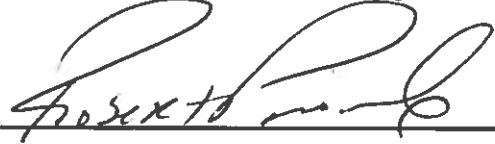
**31) Confidentiality**

The Company acknowledges the Municipality is governed by the provisions of the *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: 

PER: 

**(Company)**

PER:   
Vice President, Edmonton Region Operations

PER:   
Senior Manager, Edmonton Region Operations

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## SCHEDULE "A" Core Services

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

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

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- i. Company-wide call centre targets and statistics (wait times, abandoned calls, call volumes, etc.); and
  - ii. any Consumer complaints received by the Commission.
- c) **Public Safety** - will be measured by:
  - i. the number of customer injuries and/or damages due to Natural Gas Distribution System failure;
  - ii. the number of line hits per total locates completed;
  - iii. the number of line hits as a result of inaccurate locates;
  - iv. the percentage of the area of the Municipality surveyed for leaks and yearly cathodic protection measures;
  - v. the number and nature of calls received from the Municipality and any of its Municipal agencies (including fire department, police department etc.) regarding the Natural Gas Distribution System.
- 9) Once per year, upon request and subject to any applicable privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting or restricting such disclosure, the Company will provide to the Municipality:
  - a) The total number of sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
  - b) The total gigajoules (GJ) of Natural Gas consumed by Consumers billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
  - c) The franchise fee revenue billed to Consumers within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
  - d) Where the Municipality is the customer of record and the Municipality provides a list of those sites to the Company on the form provided by the Company:
    - i. The total number of those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
    - ii. The total gigajoules (GJ) of Natural Gas at those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
    - iii. The franchise fee revenue billed to those sites within the Municipal Service Area,

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by Company rate class, per revenue month, for each of the last two (2) years; and

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

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

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

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

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

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

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**Process for Renewal of a Natural Gas Franchise Agreement**  
**Pursuant to the *Municipal Government Act* and Alberta Utilities Commission Requirements**

Representatives of ATCO Gas and Pipelines Ltd. (ATCO) and your municipality will meet to discuss the terms of your franchise agreement renewal. Once the terms have been discussed and agreed upon to the satisfaction of both your municipality and ATCO, the following events will then occur:

| Step | Action/Event                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Responsibility |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1    | <p><b><u>Preliminary Documents Sent to Municipality</u></b></p> <p>ATCO will provide your municipality with:</p> <ul style="list-style-type: none"> <li>• A copy of your current natural gas distribution franchise agreement.</li> <li>• A draft of the proposed renewal agreement. (This is a standard template agreement, which has been approved by the AUMA and the Alberta Utilities Commission (AUC).)</li> <li>• A chart outlining historic &amp; forecast franchise fee information for your municipality.</li> <li>• This process document, which outlines the steps your municipality and ATCO must take together to renew the gas franchise agreement.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ATCO           |
| 2    | <p><b><u>Municipality Reviews Preliminary Documents</u></b></p> <p>Concurrently with step three, the municipality will:</p> <ul style="list-style-type: none"> <li>• Fill out the <i>Form of Application</i> found at the end of this process document.</li> <li>• Review the draft renewal franchise agreement and: <ul style="list-style-type: none"> <li>1. Decide on the length of agreement term (min. 10 years, max. 20 years).</li> <li>2. Decide on a franchise fee % and write it in the blank in Clause 5. <ul style="list-style-type: none"> <li>○ What are other communities charging? See page 4 of these PDFs: <ul style="list-style-type: none"> <li>• North: <a href="https://gas.atco.com/content/dam/web/for-home/natural-gas/natural-gas-north-rate-schedule.pdf">https://gas.atco.com/content/dam/web/for-home/natural-gas/natural-gas-north-rate-schedule.pdf</a></li> <li>• South: <a href="https://gas.atco.com/content/dam/web/for-home/natural-gas/natural-gas-south-rate-schedule.pdf">https://gas.atco.com/content/dam/web/for-home/natural-gas/natural-gas-south-rate-schedule.pdf</a></li> </ul> </li> </ul> </li> <li>3. Decide if linear property tax will be levied. (Clause 8 “Municipal Taxes” to be modified if franchise fees are in lieu of property taxes.)</li> <li>4. Confirm the municipality’s contact details. (Clause 21)</li> <li>5. Provide the names &amp; titles of the two municipal representatives who will be signing the agreement. (Signature Page)</li> <li>6. Initial each page of the draft agreement to indicate that your municipality has reviewed the content of the proposed agreement.</li> <li>7. <b>DO NOT SIGN THE AGREEMENT</b> at this time. An updated version will be provided later, for execution, in step thirteen below.</li> </ul> </li> </ul> | Municipality   |
| 3    | <p><b><u>Bylaw 1<sup>st</sup> Reading</u></b></p> <p>A bylaw authorizing the mayor and administrator to execute the agreement with ATCO renewing the franchise must be given first reading in municipal council. (See bylaw example included at the end of this document.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Municipality   |

| Step | Action/Event                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Responsibility |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 4    | <p><b><u>Bylaw Certification</u></b></p> <p>Two (2) copies of the bylaw are to be certified by the mayor and administrator as having received first reading.</p> <p>One copy of this certified bylaw must be sent to ATCO, in step five below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Municipality   |
| 5    | <p><b><u>Municipality Returns Preliminary Documents to ATCO</u></b></p> <p>A package consisting of one copy of each of the following documents must be sent by the municipality to ATCO:</p> <ol style="list-style-type: none"> <li>1. Initialed &amp; marked-up copy of the proposed natural gas distribution franchise agreement.</li> <li>2. A copy of the 1<sup>st</sup> reading of your bylaw.</li> <li>3. Completed and signed <i>Form of Application</i> (found at the end of this document).</li> </ol> <p>Kindly scan and emailed these documents to your local ATCO Gas contact with cc to: <a href="mailto:FranchiseCoordinatorGas@atco.com">FranchiseCoordinatorGas@atco.com</a></p> <p>A copy of each document should be retained for your municipality's records.</p>                                                                                                                                                                                               | Municipality   |
| 6    | <p><b><u>Prepare the of Notice of Application Template</u></b></p> <p>Section 45(3)(a) of the <i>Municipal Government Act</i> states that when a franchise agreement is made, amended or renewed, it must be advertised. Similarly, Alberta Utilities Commission (AUC) <a href="#">Rule 029</a> requires that notice to the public be given before an application (for a new agreement, a renewal, or a franchise fee rate change) is made. This is required so that the public can be made aware of the agreement, or rate change, and the financial impact on customers.</p> <p>The AUC provides a notice template that must be used. With the information provided by the municipality in step five above, ATCO will fill in most of the blanks in the AUC's template and then send it to the municipality.</p> <p>The municipality must fill in the remaining blanks in the template and then publish the notice as per step seven below.</p> <p>(continued on next page)</p> | ATCO           |

| Step | Action/Event                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Responsibility |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 7    | <p data-bbox="240 218 717 252"><b><u>Communicate the <i>Notice of Application</i></u></b></p> <p data-bbox="240 289 1269 357">ATCO will provide the AUC's <i>Notice of Application</i> to the municipality who then must provide the notice to the community via one (or more) of the four methods listed here.</p> <p data-bbox="240 394 1269 499">Select the method(s) that ensures that notice is provided to as many utility customers as reasonably possible and <b>ensure that the advertising requirement in Section 45(3)(a) of the <i>Municipal Government Act</i> is met</b>, as applicable to your municipality:</p> <ol data-bbox="337 537 1269 961" style="list-style-type: none"> <li data-bbox="337 537 1269 604">1. Publish the notice in the print newspaper having the widest circulation in your municipality;</li> <li data-bbox="337 642 1269 709">2. Mail (Canada Post) or e-mail the notice directly to all utility customers in your municipality;</li> <li data-bbox="337 747 1269 814">3. Post the notice on your municipality's website <u>and</u> social media page(s) <u>and</u> office notice board (as available); or</li> <li data-bbox="337 852 1269 961">4. Seek permission from the AUC to use an alternative method that ensures that notice is provided to as many utility customers as reasonably possible. (AUC must grant permission before using this option.)</li> </ol> <p data-bbox="240 999 1269 1066">Be prepared to justify to the AUC why you chose the method(s) you did. Their goal is for notice to be provided to as many utility customers as reasonably possible.</p> <p data-bbox="240 1104 1269 1348">The <i>Notice of Application</i> template that ATCO provides you is an AUC template. When you receive the template, <b>use exactly what you receive, fill in the highlighted fields as instructed, and do not remove the AUC logo or their contact information or any other information.</b> The AUC designed the template with specific information to be communicated to the public. If an alternate template is used, or if changes are made to the information in the template provided, the AUC may deny the application and insist that the notice process be redone.</p> <p data-bbox="240 1386 1269 1453"><a href="#">AUC Rule 029</a> clause 4.1(c) states that this step (publishing the notice) must happen at least 45 days before the application to renew is filed with the AUC.</p> <p data-bbox="240 1491 1269 1558">Please <b>ensure that the advertising requirement in Section 45(3)(a) of the <i>Municipal Government Act</i> is met.</b></p> <p data-bbox="240 1596 1269 1663">Costs associated with providing notice to the community are the responsibility of the municipality.</p> <p data-bbox="240 1885 539 1919">(continued on next page)</p> | Municipality   |

| Step | Action/Event                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Responsibility |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 8    | <p><b><u>Take a Photo/Screenshot of the Notice as Proof</u></b></p> <p>The AUC requires that proof of public notification be included in the franchise agreement renewal application.</p> <ol style="list-style-type: none"> <li>If you published the <i>Notice of Application</i> in your local print newspaper, take a photo of the page that the notice appears on and send the photo to your ATCO contact. A digital scan of the page will also suffice. <u>This photo or scan must clearly show the notice, the name of newspaper, and the date(s) of publication.</u> Text must be legible.</li> <li>If you did a direct mail-out, please send your ATCO contact a copy of the mailout AND a letter on municipal letterhead stating how many utility customers it was sent to and on what date.</li> <li>If you posted on your municipality's website, social media pages, and office notice board, please take screen shots of the website and social media pages (URLs must be visible), and a photo of the notice on your notice board. Note the date that the screen shots and photo were taken. Send these photos/screen shots and dates to your ATCO contact along with a letter on municipal letterhead stating the date that each was posted.</li> </ol> | Municipality   |
| 9    | <p><b><u>Respond to Public Feedback</u></b></p> <p>The public has 14 days to express any objections, concerns, or support regarding the renewal, the rates, or the financial impact on them. The public may send this feedback to your municipality, to ATCO, or to the AUC.</p> <p>If you receive any public feedback within 14 days of first publishing the notice (in step seven above), you must reply to it. Keep record of the public feedback and your replies. Then, send these records to ATCO. (The AUC requires that these comments &amp; your replies be included in the franchise agreement renewal application filing.)</p> <p>If no comments were received, then a short email to ATCO saying so is sufficient.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Municipality   |
| 10   | <p><b><u>Send Proof &amp; Feedback to ATCO</u></b></p> <p>Send ATCO the following:</p> <ol style="list-style-type: none"> <li>Proof of publication (from step 8 above)</li> <li>Any public feedback &amp; your response to it (from step 9 above)</li> <li>Confirmation that the advertising requirement in Section 45(3)(a) of the <i>Municipal Government Act</i> (MGA) has been met.</li> </ol> <p>ATCO is required to submit these three things to the AUC as part of the franchise agreement approval application.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Municipality   |

| Step | Action/Event                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Responsibility                        |
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| 11   | <p><b><u>Apply to AUC for Approval of Renewal Franchise Agreement &amp; Franchise Fee Rate</u></b></p> <p>ATCO uses the information that you provided in steps five, eight, nine and ten, above, to prepare and file an application with the AUC to have the franchise agreement renewal approved.</p> <p><u>Note:</u> <a href="#">AUC Rule 029</a> clause 4.1(c) states that before the application can be filed with the AUC, 45 days must pass after the publication of the <i>Notice of Application</i> in step seven above.</p>                | ATCO                                  |
| 12   | <p><b><u>AUC Hearing (rare)</u></b></p> <p>The Alberta Utilities Commission (AUC) may require a hearing in response to objections, concerns or support expressed by residents/customers who saw the <i>Notice of Application</i> published in step seven above.</p> <p>This is rare.</p> <p>If there is a hearing, the municipality may wish to have ATCO appear on its behalf. In this case, the municipality should advise the AUC and ATCO. Instructions will be received from the AUC in this regard.</p>                                       | <p>AUC</p> <p>Municipality / ATCO</p> |
| 13   | <p><b><u>AUC Decision</u></b></p> <p>The Alberta Utilities Commission (AUC) will render its decision on the application to renew the franchise agreement and, upon approval of the application, will issue a disposition.</p> <p>ATCO will provide a copy of the disposition to the municipality. (The municipality may wish to use the disposition for the second and third readings of the relevant bylaw.)</p>                                                                                                                                   | <p>AUC</p> <p>ATCO</p>                |
| 14   | <p><b><u>Prepare Contract for Execution</u></b></p> <p>ATCO will prepare a final version of the franchise agreement for signature.</p> <p>At the municipality's preference, ATCO will:</p> <ul style="list-style-type: none"> <li>A. Hand deliver to the municipality two (2) paper copies of the natural gas distribution franchise agreement, duly executed by ATCO, for execution by the municipality, or</li> <li>B. Arrange for the municipality to execute the agreement digitally via Adobe Sign.</li> </ul> <p>(continued on next page)</p> | ATCO                                  |

| Step | Action/Event                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Responsibility |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 15   | <p><b><u>Bylaw 2<sup>nd</sup> &amp; 3<sup>rd</sup> Readings</u></b></p> <p>The municipality must give second and third readings to the relevant bylaw.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Municipality   |
| 16   | <p><b><u>Contract Execution</u></b></p> <p>The municipality must execute the natural gas distribution franchise agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Municipality   |
| 17   | <p><b><u>Send Bylaw &amp; Contract to ATCO</u></b></p> <p>One (1) copy of the fully executed agreement and one (1) certified copy of the completed bylaw (second and third readings) must be scanned and emailed back to your ATCO contact and <a href="mailto:FranchiseCoordinatorGas@atco.com">FranchiseCoordinatorGas@atco.com</a>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Municipality   |
| 18   | <p><b><u>Contract Effective Date</u></b></p> <p>Once fully executed, the new franchise agreement will take effect on the <u>later</u> of:</p> <ul style="list-style-type: none"> <li>(1) The date written into the agreement in clause 2 a) i; or</li> <li>(2) The 1<sup>st</sup> day of the month after all the following have been completed: <ul style="list-style-type: none"> <li>a. the AUC has approved the agreement, and</li> <li>b. your municipality has passed third reading of the relevant bylaw and provided ATCO written evidence of the same on or before the twentieth (20<sup>th</sup>) day of the month, and</li> <li>c. your municipality has provided ATCO a copy of the fully executed agreement on or before the twentieth (20<sup>th</sup>) day of the month.</li> </ul> </li> </ul> |                |

**IMPORTANT:** Kindly ensure you send all the documentation as requested in each step. ATCO cannot confirm the new franchise agreement in the billing system until all of the above steps have been completed and *all* documentation has been received by ATCO.

10.1

Bylaw No. \_\_\_\_\_

A bylaw of the \_\_\_\_\_ (the Municipality) to authorize the Mayor and Administrator to execute an agreement with ATCO Gas and Pipelines Ltd. (the Company) to renew an agreement with and to confer a franchise on the Company to deliver natural gas to customers within the Municipality.

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

**AND WHEREAS** it is deemed that such an agreement would be of benefit to customers within the Municipality;

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

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

**READ** a First time this \_\_\_\_\_ day  
of \_\_\_\_\_ 2025

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

**READ** a Second time this \_\_\_\_\_ day  
of \_\_\_\_\_ 2025

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

**READ** a Third time and finally  
passed this \_\_\_\_\_ day  
of \_\_\_\_\_ 2025

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

10.1

## FORM OF APPLICATION

Alberta Utilities Commission  
10 Fl, 10055-106 Street  
Edmonton, Alberta,  
T5J 2Y2

### **RE: RENEWAL OF A NATURAL GAS FRANCHISE AGREEMENT**

The Council of the \_\_\_\_\_ (the Municipality) hereby applies to the Alberta Utilities Commission for approval to renew a natural gas franchise agreement between the Municipality and ATCO Gas and Pipelines Ltd.

Enclosed herewith is a copy of bylaw No. \_\_\_\_\_ read the first time on the \_\_\_\_ day of \_\_\_\_\_, 2025.

The Council hereby declares:

- a) That the privilege or franchise granted under the natural gas franchise renewal agreement is necessary and proper for the public convenience and properly conserves the public interests.
- b) That the scheme of ATCO Gas and Pipelines Ltd. for the delivery of natural gas under the provisions of the natural gas franchise renewal agreement is reasonable and sufficient having regard to the general circumstances.
- c) That with respect to the delivery of natural gas to the Municipality the natural gas utility has provided the construction, equipment, maintenance, service or operation as the public convenience and interests reasonably require.
- d) That having regard to the deliverability of natural gas in the area in which the Municipality is situated and to any other circumstances, the granting of the franchise or privilege in the natural gas franchise renewal agreement is to the general benefit of the area directly or indirectly affected thereby.
- e) That the natural gas supplier has fully discussed all proposed changes to the natural gas franchise agreement with the Council and the Council understands the reasons for this renewal and is in agreement with them.
- f) That the rights conferred by the Municipality in the Agreement are not exclusive as against His Majesty the King in the Right of the Province of Alberta.

Additionally, the Municipality hereby consents to the matter being determined without a hearing if no objections are filed with the Albert Utilities Commission following published notice of the pending renewal agreement.

For the purposes of advertising notice, \_\_\_\_\_ is the newspaper with the largest circulation within the Municipality.

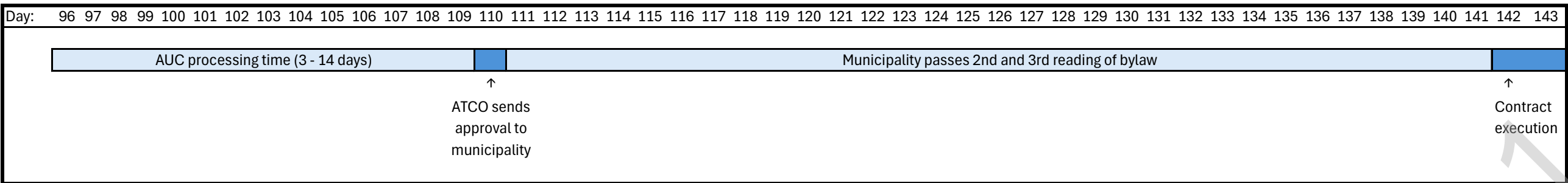
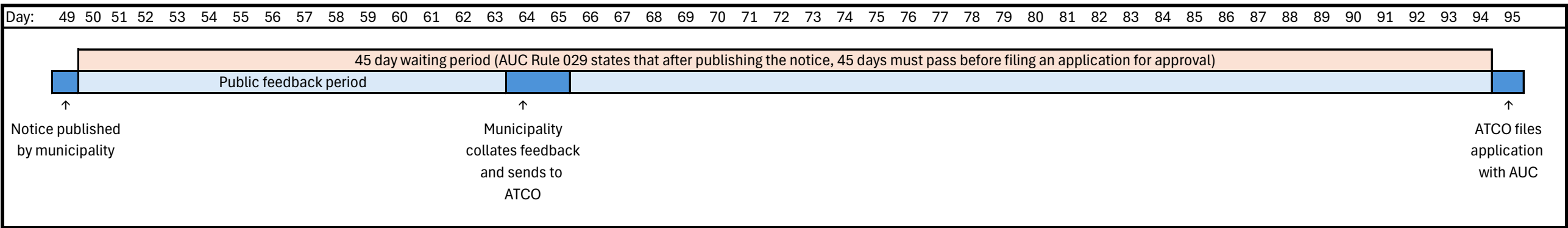
**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025**

**SIGNED:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**ADMINISTRATOR**

| Day   | 1                                                                                         | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31                                   | 32 | 33 | 34                                          | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 |
|-------|-------------------------------------------------------------------------------------------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------------------------------------|----|----|---------------------------------------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Event | Kick-off meeting                                                                          |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | ATCO prepares notice for publication |    |    |                                             |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| Phase | Time for municipality to pass 1st reading of bylaw, process paperwork & send back to ATCO |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |                                      |    |    | Municipality arranges publication of notice |    |    |    |    |    |    |    |    |    |    |    |    |    |    |



## TOWN OF LEGAL

### Report to Council

- ☒ Request for Decision  
☐ Request for Direction  
☐ For Council Information

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| Meeting:        | <b>Regular Council</b>                                             |
| Meeting Date:   | September 15, 2025                                                 |
| Presented By:   | Robert Proulx, Chief Administrative Officer                        |
| Title:          | Centralta Tourism Society, Mural Installation at SVF Sports Centre |
| Agenda Item No: | 10.2                                                               |

#### **BACKGROUND / PROPOSAL:**

The Centralta Tourism Society proudly displays over 35 murals throughout the Town of Legal. During the SVF Sports Centre retrofit project, three murals were removed from the building: Abbé Primeau, Chevaliers de Colomb/Knights of Columbus and de Champlain. The de Champlain family has submitted a request to Council regarding the placement of the de Champlain mural on the new facility. The submitted request is attached.

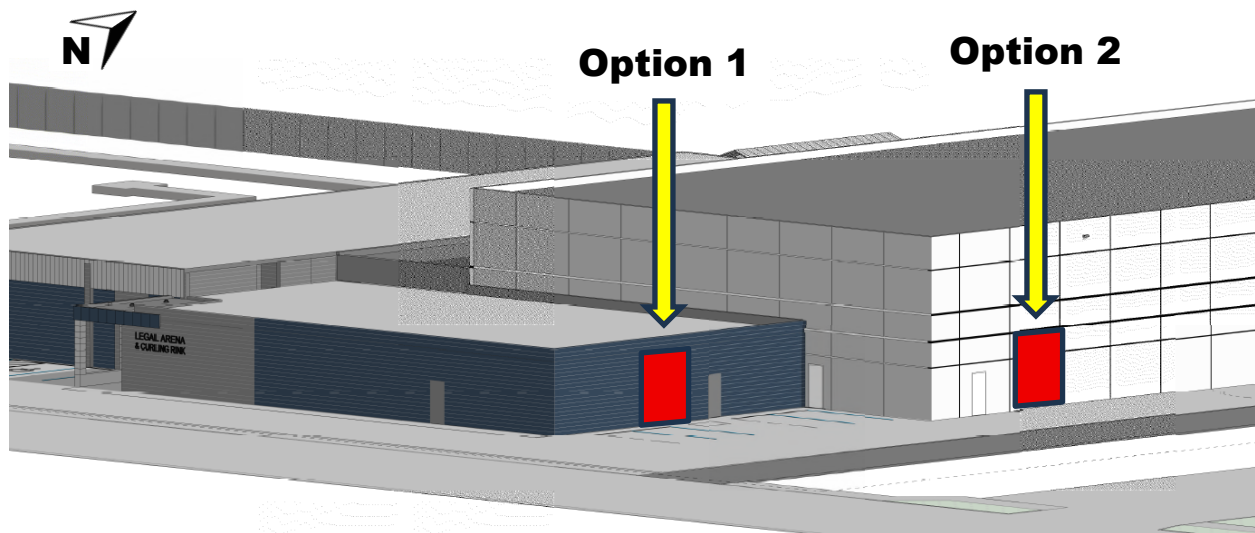
Administration has been in discussions with Centralta Tourism Society regarding the placement of the de Champlain mural, and the costs associated with the placement; the Town of Legal is willing to provide the labour, and it is anticipated the Centralta Tourism Society would cover the costs of the materials to install the mural at the SVF Sports Centre. Administration is also providing 2 options for the installation of the mural (see below).

Administration is recommending Council to approve the placement of the de Champlain mural on the East side of the SVF Sports Centre, either in the location marked 'Option 1' or 'Option 2'.

#### **DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:**

Administration is suggesting the following 2 locations for the de Champlain mural to be installed:

10.2



The installation of the mural will not be directly applied to the building. It will be mounted on to a free standing frame and supported by posts that will be cemented into the ground, and located a few inches from the building's exterior wall.

**COSTS / SOURCE OF FUNDING (if applicable):**

Town of Legal: Labour for installation of the mural

**RECOMMENDED ACTION (by originator):**

It is recommended that Council approve the installation of the de Champlain Mural on the East Side of the SVF Sports Centre.

**Initials show support – Reviewed by:**

CAO: Original Signed - RP

Town of Legal  
5021 50<sup>th</sup> Street  
Box 390  
Legal, Alberta  
T0G 1L0

September 8, 2025

Yvon de Champlain



Dear Mayor Tremblay and Council:

I hope this letter finds you well. I am writing to respectfully request the placement of the "de Champlain Famille" mural, one of Legal's cherished historic murals, on the east side of the new arena in Legal.

As you know the "de Champlain" mural depicts the family of Joseph and Marie-Anne de Champlain sharing a harvest time supper in the field – a powerful celebration of our mutual heritage and enduring bond with the land. The de Champlain family descendants still farm approximately 11,000 acres in the Legal area.

The new arena is set to become a focal point of the community life in Legal – hosting families, sports events, cultural gatherings, and daily recreation. Positioning the "de Champlain Famille" mural on the east façade of the arena would:

- Honour our community's legacy in meaningful and visible way.
- Celebrate francophone heritage, aligning with Legal's identity as the "French Mural Capital of Canada."
- Enhance the Arena's architectural heritage, offering both aesthetic and educational value, particularly for younger generations.

If helpful, I would be pleased to assist with coordination, technical guidance or liaising with Jacques Martel, artist, as well as Robert Proulx, CAO, to ensure the artwork is properly prepared for the placement. The mural is in the final stages of completion and will be 8 feet high and 16 feet wide.

We recognize that the placement involves many considerations and approvals by you Madame Mayor and your town council, and we extend our many thanks to you.

Sincerely,

Yvon de Champlain

10.2

## TOWN OF LEGAL

### Report to Council

- ☒ Request for Decision  
☐ Request for Direction  
☐ For Council Information

|                 |                                             |
|-----------------|---------------------------------------------|
| Meeting:        | <b>Regular Council</b>                      |
| Meeting Date:   | September 15, 2025                          |
| Presented By:   | Robert Proulx, Chief Administrative Officer |
| Title:          | Council Meeting Absenteeism Request         |
| Agenda Item No: | 10.3                                        |

#### **BACKGROUND / PROPOSAL:**

Councillor Pat Hills has submitted a request to be absent from the September 15, 2025 and October 6, 2025 regular Council meetings, and the September 22, 2025 Governance and Priorities Committee meeting due to personal reasons.

Administration is recommending that Council approve Councillor Hills' request to be absent from the September 15, 2025 and October 6, 2025 regular Council meetings, and the September 22, 2025 Governance & Priorities Committee Meeting.

#### **DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:**

In accordance with of the *Municipal Government Act*, RSA 2000, cM-26, Section 174(1)(d), a Councillor is disqualified from Council if the Councillor is absent from all regular Council meetings held during any period of 60 consecutive days starting with the date that the first meeting is missed, unless subsection (2) applies.

Subsection (2) states, a Councillor is not disqualified by being absent from regular Council meetings under subsection (1)(d) if,

- (a) the absence is authorized by a resolution of Council passed at any time,
  - (i) before the end of the last regular meeting of the Council in the 60-day period, or
  - (ii) if there is no other regular meeting of the Council during the 60-day period, before the end of the next regular meeting of the Council, or
- (b) the absence is in accordance with a bylaw under section 144.1.

**COSTS / SOURCE OF FUNDING (if applicable):**

As per Remuneration & Travel Policy:

- If a Council Member is away for two (2) consecutive regular Council meetings (whether it falls in one month or two-month period) excluding the months of July and August, members of Council will not be entitled to and will lose 100% of one month's honorarium.

**RECOMMENDED ACTION (by originator):**

It is recommended that Council approve Councillor Hills' request to be absent from the September 15, 2025 and October 6, 2025 regular Council meetings, and the September 22, 2025 Governance & Priorities Committee Meeting.

**Initials show support – Reviewed by:**

CAO: Original Signed – RP

**From:** Pat Hills <[phills@legal.ca](mailto:phills@legal.ca)>

**Date:** September 9, 2025 at 1:50:43 AM MDT

**To:** Robert Proulx <[rproulx@legal.ca](mailto:rproulx@legal.ca)>

**Subject: Request for meeting forgiveness**

Please accept this as my request for exception to the 3 meeting rule that causes dismissal. I will make every attempt to attend the meeting virtually but with the time change, it may be challenging. I will keep in contact with you and hopefully connect for B one of the meetings. Thanks, Councillor Patrick Hills

10.3

## Remuneration & Travel

### Intent

To establish Remuneration Fees for Mayor & Council for regular and Special Council meetings, Governance and Priorities meetings, Council appointed/Committee meetings, Town/Community functions and events, training sessions, workshops, conventions, refresher courses, seminars and out of town meetings.

To establish Per Diem Fees for Mayor & Council when attending conventions, seminars, workshops, educational sessions, meetings for items such as: food, transportation, accommodations, and travel.

### Policy

#### Monthly Remuneration:

Regular monthly allowance (base salary) be paid to members of Council would be:

|                           |            |
|---------------------------|------------|
| Mayor Monthly Fee:        | \$ 1004.25 |
| Deputy Mayor Monthly Fee: | \$ 849.75  |
| Councillor Monthly Fee:   | \$ 849.75  |

Monthly Fee will be adjusted accordingly if Cost-of-Living is applied.

The monthly remuneration would mean all in-inclusive non-accountable amounts provided to Council members for their time and service with respect to attending Municipal matters. These matters shall include:

- Dealing and responding to public concerns for citizens, clubs, organizations, businesses, etc.
- Attendance at Regular Council meetings scheduled on the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month unless otherwise stated by Council Resolution
- Attendance at Special Council meetings scheduled as required
- Administration Briefing Meetings requested by the CAO
- Attendance of Council appointed board/committee meetings *less than one hour* duration hosted in Legal
- Attendance at meetings/functions *less than one hour* duration hosted in Legal for the purpose of conducting Town business or representing the Town.
- Scheduled and non-scheduled meetings with CAO
- Signing of cheques and documents (letters, agreements, proclamations)
- Attendance of Volunteer Appreciation, Meet Your Community, Remembrance Day, Fete au Village, Family Day, Christmas Festival

- Notification of absences of any scheduled meeting be given to the Mayor and CAO respectively.
- If a Council Member is away for two (2) consecutive regular Council meetings (whether it falls in one month or two-month period) excluding the months of July and August, members of Council will not be entitled to and will lose 100% of one month's honorarium.
- If a Council member is absent from a scheduled meeting due to emergency reasons (personal sickness, sickness of a family member, death of an immediate family member, work related emergency) the above will not take effect and that Council will not lose one month honorarium. Any other extenuating circumstances, the Council member shall notify the CAO and the CAO will bring the matter to Council. Council will determine if the absenteeism is warranted.
- Councillors and Mayor will be allowed one-month sick leave without loss of monthly honorarium with approval of Council.

Monthly payments are processed through the payroll system through the Town of Legal.

### **Remuneration fees for conventions, seminars, workshops, refresher courses & out of town meetings:**

Expense claims will be paid a Remuneration Fee of \$100.00 per half day (under 4 hours including travel time), \$200.00 per full day (over 4 hours including travel time).

Remuneration will not be paid by the Town of Legal for any portion of a meeting day for which an honorarium is paid by a third-party.

Any portion of any expense paid by a third-party shall not be claimed for reimbursement from the Town of Legal.

All Council Members may attend the annual Alberta Municipalities Convention the year they are newly elected. The subsequent years (second, third and fourth year of office) three (3) Council Members and the CAO may attend the Alberta Municipalities conference.

When the annual Federation of Canadian Municipalities (FCM) Conference is held in Alberta, all Council Members are entitled to attend. If the annual Federation of Canadian Municipalities (FCM) Conference is held out of province, the Mayor or one Councillor and the CAO will be entitled to attend. If the CAO is unable to attend, a Council Member will be entitled to attend in them/their place. The Mayor will determine the rotation for attendance at the out of province FCM Conference. The attendance will be subject to the availability of budget funds. Pre-authorization for attendance to the Alberta Municipalities and FCM conference will require a resolution of Council.

Council members that attend golf tournaments representing the Town of Legal shall be entitled to remuneration. Representation must be approved by Council.

## **Cost of Living Adjustment (COLA)**

An annual cost of living increase will be applied to the Mayor & Council to account for inflation and other increases in cost of living and ensure the Mayor & Council can maintain a quality standard of living and competitive with other municipalities. Cost of Living Adjustment to be determined annually by Council.

## **Per Diem Fees**

Per Diem Fees will be paid to Council Members based on the daily attendance at conventions, seminars, workshops, educational sessions, and meetings which are held out of town.

\$50.00 per day for out-of-pocket expenses (such as meals) will be reimbursed for overnight sessions or for full day attendance (over 4 hours). Receipts are not required.

Reimbursement for parking fees shall be included on the monthly council expense sheets accompanied by a receipt.

The Town will purchase and supply to each Council member a laptop or tablet solely for conducting Town business. The device will be maintained by the Town and at the end of the Council term the device will remain the property of the Town.

## **Transportation**

The Mayor & Council shall be reimbursed for the use of their personal vehicle to and from out-of-town conventions, seminars, workshops, refresher courses, meetings based on the provincial travel rate of the current year. Any other mode of transportation (plane, car rental) will require Council approval.

The Mayor & Councillors are encouraged to carpool to out-of-town related functions, providing there is sufficient room in the vehicle to travel comfortably and scheduling coincides. Should a Council member decide not to carpool for the intention of extending the stay for personal reasons; mileage will be paid for travelling one way only. When car-pooling is available and a Council member prefers not to carpool, mileage will be paid for travelling one way only.

## **Accommodations (Mayor & Council)**

When accommodations are required, it is recognized and assumed that Elected Officials, will stay at the designated hotels which have the negotiated preferred rates by the conference host whenever possible. If that option is not available, a single, standard room would be booked.

Any extra costs associated with accommodations including: alcohol, room service, movies, personal travel taken during or after business trip, spouse's expenses if accompanying employee on trip, traffic citations (parking ticket or fines), massage services, hotel gym, sauna facilities, laundry services (unless in excess of 5 days which may warrant the use of laundry services) are not eligible and will not be reimbursed by the Town. All reservations will be booked through administration.

## TOWN OF LEGAL

### Report to Council

- ☒ Request for Decision  
☐ Request for Direction  
☐ For Council Information

|                 |                                                 |
|-----------------|-------------------------------------------------|
| Meeting:        | <b>Regular Council</b>                          |
| Meeting Date:   | September 15, 2025                              |
| Presented By:   | Robert Proulx, Chief Administrative Officer     |
| Title:          | Centralta Community Centre Facility Use Request |
| Agenda Item No: | 10.4                                            |

#### **BACKGROUND / PROPOSAL:**

The Legal Lions Club, has submitted a proposition for Council's review and decision, regarding an opportunity to collaborate with non-profit organizations, such as hosting Community Turkey or Ham Bingos fundraising events.

The intent is to run this event four times a year, offering joint coordination to local not-for-profit organizations. For the first event Club 60 Roses would be joining as the secondary not for profit organization, and are hoping to launch the first event on Saturday, October 18, 2025, running the event from 6:00 pm (doors open) to approximately 10:30 pm (Bingo conclusion), with additional time being required for setup and tear down, requiring the total use of the hall being from 4:30pm to 11:30pm. They would need access to the entire hall, including the gym, Chauvet Room, lobby, and kitchen.

The Legal Lions Club is requesting this first event scheduled for Saturday, October 18, 2025 to fall under the Town of Legal's Facility Use Agreement with the ACFA.

As this will be the fifth request, out of the allowed six functions for 2025, administration is recommending that Council approve, as one of the six functions under the Facility Use Agreement, the Legal Lions Club request to have access to the Centralta Community Centre for the Community Fundraiser Event scheduled for Saturday, October 18, 2025, from 4:30pm to 11:30pm.

#### **DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:**

10.4

The arrangement would enable them to minimize expenses and maximize the revenue that would be shared among the participating not-for-profits. This event will not only raise valuable funds but also foster a sense of community spirit, bringing together residents of all ages and backgrounds for a fun and engaging evening. By supporting this initiative, they will strengthen the ties between local organizations, create opportunities for volunteerism, and enhance the sense of pride and support within the community.

**COSTS / SOURCE OF FUNDING (if applicable):**

As stated in the Facility Use Agreement between the Town of Legal and the Association Canadienne-Francaise de l'Alberta:

- 2.1(b) It is agreed that annually for the duration of this lease agreement, the Town can use the Building and Amenities for 6 (six) Town supported functions that require the gymnasium, Chauvet Room, lobby area and kitchen, for 8 to 48 hours, and 12 (twelve) other functions or events that require the gymnasium and/or Chauvet Room for less than 8 hours duration.

**RECOMMENDED ACTION (by originator):**

It is recommended that Council approve the Legal Lions Club request to have access to the gym, lobby, Chauvet Room and the kitchen space of the Centralta Community Centre for the Community Fundraising Event scheduled for Saturday, October 18, 2025, from 4:30pm to 11:30pm.

**Initials show support – Reviewed by:**

CAO: Original Signed - RP



WE SERVE

LEGAL LIONS CLUB

Box 176

Legal, Alberta T0G 1L0

[admin@legal-lions.org](mailto:admin@legal-lions.org)

[www.legal-lions.org](http://www.legal-lions.org)

September 10<sup>th</sup>, 2025

Dear Council Members,

We hope this letter finds you well.

We are reaching out to discuss an initiative aimed to strengthen our local not-for-profit organizations financially. Over the last several years, we've observed surrounding rural communities hosting successful fundraising events such as Community Turkey or Ham Bingos. These events have proven to be popular, bringing community members together for entertainment while also supporting fundraising efforts for local organizations.

The Legal Lions Club is exploring opportunities to partner with local organizations to bring this event to the community. We have secured a volunteer to organize the event; Chateau Sturgeon has agreed for the use of their Bingo machine.

These events would assist in Legal Lions Club fundraising, and Chateau Sturgeon recreation programming while also partner with a secondary local not-for-profit organization to assist with volunteerism.

Here is a brief overview of how we envision the event:

### **Equipment**

- Chateau Sturgeon Bingo equipment

### **Licenses**

- Legal Lions Club will apply for and hold all necessary licenses required for the event (application must be submitted at least 4 weeks prior to event).
- Additional insurance and special event licenses will be determined.

10.4



**WE SERVE**

### **Location**

- Centralta Community Center, Legal

### **Tentative Secondary Not-for-Profit Organization**

- The first organization approached was Club 60 Roses. A proposal was made to the board and members on February 26, and it was enthusiastically accepted. They have agreed to provide volunteers for the event.

### **Volunteers**

- Approximately 10 volunteers will be needed for the event (Bingo Caller, Ticket Sales, Ticket Runners, etc.).

### **Revenue**

- Revenue share will be determined by the Legal Lions Club after event.

### **Concession**

- The concession stand will be offered to another local not-for-profit organization (e.g., local schools), which will operate it independently from the Bingo event. The concession proceeds won't be included in the Bingo revenue split.

### **Games**

- 20 games – Turkey/Ham Bingo (open to all ages)
- 3 money games (18+ Only)
- 50/50 draw (18+ Only)
- Door Prizes (we will approach local businesses for raffle items or gift baskets)

The intent is to run this event four times a year, offering joint coordination to Legal's not-for-profit organizations. Typically, this style of event is held in other communities on a Friday evening, but we plan to do Saturday evening in Legal as most of us work during the week.

10.4



## WE SERVE

The first event is to test the waters for this new initiative and to truly find out the potential revenue and community support.

The Legal Lions Club would like to request the use of the hall to fall under the Town of Legal's Joint Use Agreement with ACFA. We would like to launch this first event on **Saturday October 18th, 2025**. Given that the Community Hall is used by the school on Friday's, and there is a fare bit of preparation we feel that Saturdays are our best options. Access to the entire hall will be required, including the gym, Chauvet Room, lobby, and kitchen. Any additional fees outside of the regular rental, such as setup and teardown, would be handled by our team and covered by the event's revenue.

The event would run from 6:00 pm (doors open) to approximately 10:30 pm (Bingo conclusion). Additional time would be required for setup and tear down, therefore ideally, we would require the hall from 4:30pm to 11:30pm.

This arrangement would enable us to minimize expenses and maximize the revenue that would be shared among the participating not-for-profits. This event will not only raise valuable funds but also foster a sense of community spirit, bringing together residents of all ages and backgrounds for a fun and engaging evening. By supporting this initiative, we will strengthen the ties between our local organizations, create opportunities for volunteerism, and enhance the sense of pride and support within our community.

If you require any further information or have any questions, please do not hesitate to contact me. I appreciate your consideration and look forward to hearing from you soon.

Thank you,

*Amber Hopkins*

Amber Hopkins

President of the Legal Lions Club

780-904-8838

amberhopkins105@gmail.com

10.4

## TOWN OF LEGAL

### Report to Council

- ☒ Request for Decision  
☐ Request for Direction  
☐ For Council Information

|                 |                                             |
|-----------------|---------------------------------------------|
| Meeting:        | <b>Regular Council</b>                      |
| Meeting Date:   | September 15, 2025                          |
| Presented By:   | Robert Proulx, Chief Administrative Officer |
| Title:          | Council Committee Bylaw #10-2021            |
| Agenda Item No: | 10.5                                        |

#### **BACKGROUND / PROPOSAL:**

As the 2025 Municipal Election nears, administration would like Council's views on the necessity of the Economic Development Committee and the Alberta Bilingual Municipalities Association, along with reducing the number of times the Governance and Priorities Committee is required to meet, to assist in the ease of transition for the new elected officials.

At the January 2021 Council Workshop, the list of committees that Council is appointed to annually at the Organizational Meeting was reviewed and it was determined that the listing of committees required modification, and terms of references would need to be created for the internal committees. Those internal committees included:

- Budget Committee
- Community Services Advisory Board
- Emergency Advisory Committee
- Governance and Priorities Committee
- Economic Development Committee

Council passed the Council Committee Bylaw #10-2021 at the May 17, 2021 Council meeting, which included the terms of reference for those internal committees listed above.

Also, in accordance with Bylaw 10-2021, the Governance and Priorities Committee is to meet quarterly on the 4th Monday of the month, with no meetings held in July and August.

Bylaw #10-2021 is attached.

In addition to internal committees, Council is also appointed to external committees each year at the Organizational meeting. One of those external committees is the Alberta Bilingual Municipalities Association (ABMA).

Administration is recommending that Council reach a decision on the Economic Development Committee and the Alberta Bilingual Municipalities Association, and on the required number of meetings of the Governance & Priorities Committee.

### **DISCUSSION / OPTIONS / BENEFITS / DISADVANTAGES:**

Any changes to Bylaw #10-2021 will require the bylaw to be repealed and replaced.

#### **Governance and Priorities Committee**

The purpose of the Governance and Priorities Committee (G&P) is to serve as an advisory body to Council. Meetings serve as an opportunity for Council to be provided with information on governance and policy matters and as an opportunity for Council to seek clarification on matters relating to Council business, and meetings are held quarterly, being the 4th Monday of the month, with no meetings held in July and August.

Having numerous meetings in a month can lead to repetition of discussions already addressed in other committees or council meetings, limited actionable items on some agendas, increased administrative workload and staff time commitments, and reduced time for implementation of council-approved initiatives.

A reduction in the number of Governance and Priorities Committee meetings can be a strategic move with several benefits, such as encouraging more deliberate and impactful agenda planning, a reduction in duplication and an increase in time for implementation of Council decisions, decreases in administrative costs associated with meeting preparation and support, and allowing Councillors and administration to concentrate on high-priority initiatives.

Administration is requesting the total number of G&P meetings be set to 2 per year, with the flexibility of calling for additional meetings if required.

#### **Economic Development Board**

The Town of Legal Economic Development Board was formed in 2023 and serves as an advisory body to Council and Administration on policies, potential actions or advice related to the strategic goals and objectives that support economic development initiatives. The primary goal is to attract business minded individuals to become engaged and assist in the development of the economic future of the community.

The Board submitted an annual report to Council at the March 17, 2025 Council meeting, and Council discussed the report further at the May 26, 2025 Governance and Priorities Committee meeting. It was also discussed, if budget permits, the Town could consider

hiring an Economic Development person, possibly on a part-time basis, and if a person is hired to provide Economic Development services, the board appointments and terms of reference would be repealed.

As of June 2025, all current appointed Board members' terms have expired.

#### Alberta Bilingual Municipalities Association (ABMA)

The Alberta Bilingual Municipalities Association (ABMA) is an association serving member municipalities in Alberta that are either declared bilingual at a Federal level and/or that support bilingualism as a driver for economic growth. As of March 2023, there are 19 member municipalities that makeup the ABMA; the Town of Legal is one of those municipalities.

At the March 17, 2025 Council meeting, the ABMA presented a proposal for the introduction of membership fees for current members as well as municipalities wishing to join the Association. At the direction of Council, administration notified the ABMA of Council's decision to support the proposed membership fees as presented and that the Town of Legal's membership commitment is for 2025 only and that Council will re-evaluate the membership and commitment to the ABMA in 2026.

#### **COSTS / SOURCE OF FUNDING (if applicable):**

In accordance with Remuneration and Travel Policy 5.0.

#### **RECOMMENDED ACTION (by originator):**

It is recommended that Council direct administration to prepare the Council Committee Bylaw with the removal of the Economic Development Committee, and the change in the required number of meetings of the Governance & Priorities Committee to two per year with the flexibility of calling for additional meetings if required.

It is further recommended that Council direct administration to notify the Alberta Bilingual Municipalities Association of the Town of Legal's resignation as a member of the Alberta Bilingual Municipalities Association effective at the end of 2025.

**Initials show support – Reviewed by:**

CAO: Original Signed - RP

**TOWN OF LEGAL  
BYLAW #10-2021  
COUNCIL COMMITTEES**

**A BYLAW OF THE TOWN OF LEGAL, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF ESTABLISHING COUNCIL COMMITTEES FOR THE TOWN OF LEGAL.**

**WHEREAS** under the provisions of the *Municipal Government Act, R.S.A. 2000 c.M.-26*, and amendments thereto, Council may pass a Bylaw for the purpose of establishing Council Committees within the Town of Legal;

**AND WHEREAS** the Council of the Town of Legal recognizes the value of committees to support and facilitate the achievement of the Town of Legal Strategic Plan;

**NOW THEREFORE** the Council of the Town of Legal, hereby enacts the Council Committees Bylaw as follows:

**1.0 BYLAW TITLE**

- 1.1 This Bylaw is to be cited as the "Council Committee Bylaw".

**2.0 DEFINITIONS**

- 2.1 In this Bylaw, the following terms shall have the following meanings, unless the context specifically requires otherwise:
- 2.1.1 "Act" means the *Municipal Government Act (MGA), R.S.A. 2000, c.M-26*, any regulations thereunder and any amendments or successor legislation thereto;
  - 2.1.2 "Ad Hoc" means a committee that is formed for a specific purpose, usually appointed to solve a particular problem;
  - 2.1.3 "Agency Member" means a member appointed by an agency bringing a level of knowledge or expertise to a Committee.
  - 2.1.4 "Agenda" means the order of items of business for a Meeting and the associated reports, bylaws or other documents;
  - 2.1.5 "Bylaw" is a Bylaw of the Town of Legal;
  - 2.1.6 "Chair" means a person who has authority to preside over a Meeting;
  - 2.1.7 "Committee" means any committee, board or other body established by Council under the *Municipal Government Act*;
  - 2.1.8 "Council" means the Municipal Council of The Town of Legal;
  - 2.1.9 "Council Representative" means a member of Council appointed annually to act as Council's liaison to that Committee and not as an advocate for the Committee.
  - 2.1.10 "Councillor" means a member of Council not including the Mayor, as the Mayor is ex - officio of all Committees.
  - 2.1.11 "Meeting" means a Meeting of Committee;
  - 2.1.12 "Member" means an individual appointed under this Bylaw as a member of the Council Committee;
  - 2.1.13 "Member at Large" means a member of the public appointed by Council to a Committee of Council;
  - 2.1.14 "Minutes" are the record of proceedings of a Meeting recorded in English language without note or comment;
  - 2.1.15 "Municipal Representative" is a Town Staff person who is functionally responsible for the work and provides administrative and technical support to the committee chair and its membership;
  - 2.1.16 "Organizational Meeting" means the organizational meeting of Council as required under the *Municipal Government Act*.
  - 2.1.17 "Public Meeting" means a meeting of committee at which members of the public may attend, but which is not a public hearing; and
  - 2.1.18 "Quorum" is a majority of those members appointed and serving on Committee.
  - 2.1.19 "Task Force" means a Committee established for a specified period of time and for a specific purpose.

**3.0 ESTABLISHMENT**

- 3.1 The following Committees are established:

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- 3.1.1 Budget Committee
- 3.1.2 Community Services Advisory Board
- 3.1.3 Emergency Advisory Committee
- 3.1.4 Governance and Priorities Committee
- 3.1.5 Economic Development Committee

#### 4.0 AUTHORITY OF COMMITTEES

- 4.1 Upon approval of Council, a Committee shall have the authority to form ad hoc committees from among its members, to assist in carrying out its objectives and responsibilities under this Bylaw.
- 4.2 Ad hoc committees established by a Committee shall report to the Committee in a manner determined by the Committee.
- 4.3 A Committee shall not have the power to pledge credit of the Town of Legal, to pass bylaws or to enter into any contractual agreements.

#### 5.0 MEMBERSHIP

- 5.1 Committees may be comprised of a number of participants, both Councillors and Members at Large, as indicated in Schedule "A" - Committee Terms of Reference, as attached to this Bylaw.
- 5.2 All Members of a Committee shall be appointed by Council resolution, unless otherwise provided in the Committee Terms of Reference, and shall be a resident of the Town of Legal.
- 5.3 Where a Committee has a Council Representative, an alternate Councillor shall be appointed should the regular representative be unable to attend. It is the Councillor's responsibility to advise the alternate if not able to attend the meeting.
- 5.4 Members at Large shall be appointed by Council to a Committee for a term specified in the Committee Terms of Reference that becomes effective January 1 of each year.
- 5.5 The Mayor shall be an ex-officio member of all committees and the Mayor, as such member of the committees, shall have all the powers and privileges of any member of the same, including the right to vote upon all questions to be dealt with by such committees.
- 5.6 It shall be the duty of the Municipal Representative to give notice of all meetings to all members of each committee, to attend, and ensure accurate minutes are kept.
- 5.7 The Municipal Representative shall not be a member of a Committee and may not vote on any matter.

#### 6.0 TERM

- 6.1 Unless otherwise stated in the Bylaw, Members are appointed at the annual Organizational Meeting of Council as follows:
  - 6.1.1 Council Representatives are appointed for one-year terms.
  - 6.1.2 Council Representatives are entitled to vote on appointed Committees unless otherwise noted.
  - 6.1.3 In order to ensure the continuity of membership appointments may be filled on a rotational basis.
  - 6.1.4 Members at Large shall be appointed by Council in staggered terms of one-year, two-year or three-year terms, or as otherwise specified in the Committee Terms of Reference to ensure there is a mix of experienced and new members.
  - 6.1.5 Members at Large shall be encouraged to serve no more than two (2) consecutive terms. Council may extend the term of the Member beyond six years in extraordinary circumstances, for a maximum of another three years.
  - 6.1.6 Members at large may resign from a Committee at any time by giving written notice to Council.
  - 6.1.7 By resolution Council may remove any Member at Large from a Committee at any time on the recommendation of the Mayor.
  - 6.1.8 By resolution Council may alter the terms of appointment of any Member at Large.
  - 6.1.9 Any Member at Large who is absent from three consecutive regular meetings of the Committee ceases to be a Member as of the date of the third meeting. Any person who ceases to be a Member due to unauthorized absence is eligible for reappointment in the future but not for the unexpired portion of the term which is forfeited.

- 6.1.10 Committees may request expertise from an Agency Member, who is appointed by the Agency for a period of one year.
- 6.1.11 The Town will notify in writing the applicable agency if an Agency Member is absent from three consecutive meetings.
- 6.1.12 Where a Committee position is left vacant for any reason, Council may appoint a replacement for the remainder of that term.
- 6.1.13 All Members will review and abide by the Town Code of Conduct Bylaw.

## **7.0 CHAIR**

- 7.1 The Chair will be appointed annually after the Organizational Meeting of Council or as required, among the voting Members;
- 7.2 The Chair shall only hold office for one (1) year unless otherwise specified in the Committee Terms of Reference.
- 7.3 The Chair shall preside over all meetings for the Committee and decide on all points of order that arise.
- 7.4 In the absence of the Chair, one of the other Members shall be elected to preside and shall discharge the duties of the Chair during the Meeting, or until the arrival of the Chair.

## **8.0 COMMITTEE MEETINGS**

- 8.1 At the first meeting of the Committee following the Organizational meeting of Council the committee will:
  - 8.1.1 Appoint a Chair and Vice Chair; and
  - 8.1.2 Create or review Committee Terms of Reference.
- 8.2 Committee meetings must be held in public and all agendas and minutes of the Committee meetings will be made routinely available to the public.
- 8.3 Council Committees may close all or part of the Committee Meetings to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of the *Freedom of Information and Protection of Privacy Act*, c.F-25 RSA 2000.
  - 8.3.1 When a Meeting is closed to the public no recommendation may be passed, except a recommendation to revert to a Meeting held in public.
  - 8.3.2 In accordance with the *Municipal Government Act*, all Members are required to keep in confidence matters discussed in closed session until the item is discussed at a Meeting held in public.
- 8.4 Quorum for Committee Meetings shall be the majority of voting Members unless otherwise stated.

## **9.0 REPORTING TO COUNCIL**

- 9.1 The Council Representative on a Committee shall report on key and/or major Committee activities during the "Council Representative Reports" portion of the Regular Meetings of Council.
- 9.2 Committee minutes may be submitted for inclusion in the Regular Council Agenda Packages.
- 9.3 The Chair of Public Advisory Committees shall be expected to annually (or at the discretion of Council), present at a Regular Council Meeting, a summary or highlight report of activities.

## **10.0 GENERAL PROVISIONS**

- 10.1 Each Committee hereby established that is deemed to be a Committee of Council shall be responsible and accountable to Council.
- 10.2 This Bylaw shall govern meetings of Committees hereby established by Council and shall be binding upon all Committee members whether Councillors or Members at Large.
- 10.3 Each Committee is hereby authorized to prepare a "Terms of Reference" document for recommendation to Council. The Terms of Reference must be approved by Council and will include, at a minimum, the requirements for quorum and voting, number and composition of membership, roles of members, process for preparation and circulation of an agenda and minutes, and a role of an appointment of the Chair of the Committee. The Terms of Reference may also provide guidance to roles, methods and frequency of communication between Council and Committees.
- 10.4 All members of the Committee, regardless of how they voted on an issue, should accept and support it as a Committee recommendation.

10.5 Committee Members who have a reasonable belief that they have a pecuniary interest (as defined in the *Municipal Government Act*) in any matter before a committee or any board, commission, committee or agency to which they are appointed as a representative of, shall, if present, declare and disclose the general nature of the pecuniary interest prior to any discussion of the matter, abstain from discussions and voting on any question relating to the matter. Members of Committee shall remove themselves from the meeting room until the matter is concluded. The minutes shall indicate the declaration of disclosure, the general nature of pecuniary interest, the time at which the member left the room and the time they returned.

10.6 Reports by all active committees may be made to Council on an annual basis.

10.6.1 The reports of all committees shall be made to the Council prior to the same being given to the public. The powers of the Committees established by this Bylaw are restricted to providing recommendations to Council, unless the Committee's approved Terms of Reference, or legislation, specifically provides otherwise.

10.7 Nothing included in this Bylaw shall restrict or prevent Council from creating or constituting further or other committees not referenced in this Bylaw.

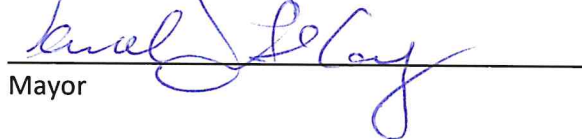
#### 11.0 SEVERABILITY

11.1 It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions herein and it is the further intention of Council that if any provision of this Bylaw is declared invalid, all other provisions hereof shall remain valid and enforceable.

#### 12.0 EFFECTIVE DATE

12.1 That this Bylaw shall come into force and take effect upon the date of third reading.

READ A FIRST TIME THIS 17 DAY OF MAY, 20 21 A.D.

  
Mayor

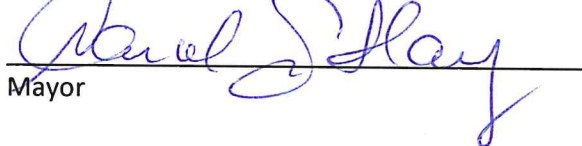
  
Chief Administrative Officer

READ A SECOND TIME THIS 17 DAY OF MAY, 20 21 A.D.

  
Mayor

  
Chief Administrative Officer

READ A THIRD TIME THIS 17 DAY OF MAY, 20 21 A.D.

  
Mayor

  
Chief Administrative Officer

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## **Schedule “A”**

### **Terms of Reference**

- A. Budget Committee
- B. Community Services Advisory Board
- C. Economic Development Committee
- D. Emergency Advisory Committee
- E. Governance and Priorities Committee

## A. Budget Committee

### 1. NAME OF COMMITTEE

This Committee shall be referred to as the "Budget Committee".

### 2. PURPOSE

To provide financial policy leadership and assist in Council's decision making related to the financial operations of the Town.

### 3. MEMBERSHIP

The Budget Committee is an internal advisory committee, comprised of all members of Council.

### 4. RESPONSIBILITIES

The responsibilities of the Committee include:

- a. provide direction to be incorporated into the annual Budget Guidelines;
- b. assess alignment of service area budgets with Town priorities;
- c. assess resources required to fulfill services provided by the service areas and formulate suggestions for improving the service area's financial position;
- d. Reserve policies and reserve dollar levels to be reviewed each term.

The responsibilities of Administration include:

- a. Coordination of Committee meeting locations and setup.
- b. Preparation of meeting minutes and agendas.
- c. Circulation of Agenda Package to Committee members.

### 5. REPORT TO COUNCIL

The Budget Committee Chair shall, during regular council meetings, provide a written or oral report to Council and if there is any action required by administration, Council shall then provide direction to administration.

### 6. TERM

Committee membership is ongoing and shall be confirmed annually by Council and at the October Organizational Meeting, with an effective date of January 1, so as to coincide with the annual budgeting process.

### 7. MEETINGS, STRUCTURE, DELIVERABLES

The committee will meet Semi-Annually for Budget and Spring Planning sessions, then only as required. The Committee will work towards consensus on recommendations and then present its recommendations to Council for adoption.

The Budget Committee meets each fall to discuss various financial matters (i.e. budgets, reserves, grants, debt, etc.) and make recommendations for the Utilities, Operating and Capital Budgets for the upcoming fiscal year.

A Spring Planning session is held to set the Mill Rate and discuss any amendments or outstanding budget items.

The Committee also strives to gain public input and may hold open houses in to gain public interest.

The Committee shall review the Terms of Reference annually at the Organizational Meeting. Recommended changes shall be brought forward to Council for consideration and approval.



8. **GOVERNANCE**

A majority of the voting members shall constitute a quorum at a meeting.

All voting members of the Committee, including the Chair, shall be required to vote on any motion before the Committee and, in the event of a tie, the motion shall be lost.

The Chair or Vice-Chair shall report to Council, regarding any required updates related to the Committee.

9. **LEGISLATIVE AUTHORITY**

*Municipal Government Act*, RSA 2000 c.M-26, as amended  
Bylaw 10-2021, Council Committee

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## **B. Community Services Advisory Board**

### **1. NAME OF COMMITTEE**

This Committee shall be referred to as the "Community Services Advisory Board".

### **2. PURPOSE**

The Committee shall act in an advisory capacity on matters pertaining to the social well-being of Legal residents in Sport and Recreation, Family and Community Support Services, and Culture and Events.

Family and Community Support Services (FCSS) is an 80/20 funding partnership between the Government of Alberta and the Municipal Government. Through FCSS, many services, activities and programs are made available.

Under FCSS, communities design and deliver social programs that are preventable in nature to promote and enhance well-being among individuals, families and communities. Another major function is to promote, encourage and facilitate volunteers and the use of volunteers in our community.

### **3. MEMBERSHIP**

The Community Services Advisory Board is an internal advisory committee, comprised of all members of Council.

### **4. RESPONSIBILITIES**

Municipal representation will:

- a. provide activity updates to the committee on issues related to Sport and Recreation, Family and Community Services, Culture and Events.
- b. advise and provide recommendations to Council on policies related to areas as identified under "Purpose".
- c. advise Council on potential "gap areas" or barriers in the service areas as identified under "Purpose". Committee members have opportunity to bring areas of concern to Administration for consideration.
- d. Provide to the public opportunity for community sharing of information, ideas and feedback on trends and issues within our community for members of the public.

Feedback on this committee and their decisions will be provided through the Municipal representatives to Council.

Any communications approved by Council will be delivered to the CAO.

### **5. REPORT TO COUNCIL**

Municipal representation shall provide oral and written reports of its proceedings and recommendations to Council on a monthly basis.

### **6. TERM**

Committee membership is ongoing and shall be confirmed annually by Council and at the October Organizational Meeting with an effective date of January 1, of the following year, so as to coincide with the annual planning process.

### **7. MEETINGS, STRUCTURE, DELIVERABLES**

The committee will meet as required.

The Committee shall review the Terms of Reference annually at the Organizational Meeting. Recommended changes shall be brought forward to Council for consideration and approval.

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8. **GOVERNANCE**

A majority of the voting members shall constitute a quorum at a meeting.

All voting members of the Committee, including the Chair, shall be required to vote on any motion before the Committee and, in the event of a tie, the motion shall be defeated.

The Chair or Vice-Chair shall report to Council, regarding any required updates related to the Committee.

9. **LEGISLATIVE AUTHORITY**

*Municipal Government Act, RSA 2000 c.M-26, as amended*  
Bylaw 10-2021, Council Committee

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## C. Emergency Advisory Committee

### 1. NAME OF COMMITTEE

This Committee shall be referred to as the "Emergency Advisory Committee".

### 2. PURPOSE

Under the terms of the provincial *Emergency Management Act*, a municipality is responsible for the direction and control of its emergency response and is required to appoint an Emergency Advisory Committee.

Town of Legal's Municipal Emergency Management Bylaw #05-2019, as amended from time to time, establishes this committee as well as including provisions for the other requirements as noted in the Emergency Management Act.

### 3. MEMBERSHIP

The Emergency Advisory Committee is an internal advisory committee, comprised of all members of Council.

### 4. RESPONSIBILITIES

The Committee has the Authority to:

- a. Establish the dates for each Committee meeting;
- b. Create or review Committee Terms of Reference (Council approval required);

The Committee shall:

- a. advise Council on the development of emergency plans and programs; and
- b. comply with the Emergency Management Bylaw, the Municipal Emergency Plan, the *Emergency Management Act* and the *Municipal Government Act*.

The responsibilities of Administration include:

- a. Coordination of Committee meeting locations and setup.
- b. Preparation of meeting minutes and agendas.
- c. Circulation of Agenda Package to Committee members.

### 5. TERM

Committee membership is ongoing and shall be confirmed annually by Council and at the October Organizational Meeting with an effective date of January 1, of the following year.

### 6. MEETINGS, STRUCTURE, DELIVERABLES

This Committee meets annually to review the Municipal Emergency Plan and will also be required to meet after any declared disaster to review the event.

The Committee shall:

- a. Review the Municipal Emergency Plan and related plans and programs on a regular basis;
- b. Advise Council, duly assembled, on the status of the Municipal Emergency Plan and related plans and programs at least once each year; and
- c. Recommend to Council any changes to the Municipal Emergency Plan if appropriate.

### 7. LEGISLATIVE AUTHORITY

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*Municipal Government Act*, RSA 2000 c.M-26, as amended Section 145  
Bylaw 10-2021, Council Committee  
Emergency Management Act, RSA c.E-6.8  
Bylaw #05-2019, as amended from time to time.

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## D. Governance and Priorities Committee

### 1. NAME OF COMMITTEE

This Committee shall be referred to as the "Governance and Priorities Committee".

### 2. PURPOSE

Serves as an advisory body to Council. Meetings serve as an opportunity for Council to be provided with information on governance and policy matters and as an opportunity for Council to seek clarification on matters relating to Council business.

### 3. MEMBERSHIP

The Governance and Priorities Committee is an internal advisory committee, comprised of all members of Council.

### 4. RESPONSIBILITIES

The Committee has the Authority to:

- a. Establish the dates for each Committee meeting at the Organizational meeting, and request additional Committee meeting dates as required at a regular Council meeting;
- b. Create or review Committee Terms of Reference (Council approval required); and
- c. Refer matters to Council for decision.

The Chief Administrative Officer (CAO) is the principal advisor to the Governance and Priorities Committee. Attendance of specific municipal staff is at the discretion of the CAO.

The responsibilities of Administration include:

- a. Coordination of Committee meeting locations and setup.
- b. Preparation of meeting minutes and agendas.
- c. Circulation of Agenda Package to Committee members.

### 5. TERM

Committee membership is ongoing and shall be confirmed annually by Council and at the October Organizational Meeting with an effective date of January 1, of the following year.

### 6. MEETINGS, STRUCTURE, DELIVERABLES

Meetings are held quarterly, being the 4th Monday of the month, with no meetings held in July and August.

The Governance and Priorities Committee enables Committee members to review upcoming and important issues and opportunities with members of Administration where deemed appropriate, where the focus is on understanding the broader policy implications of the items being considered.

The meetings are to be chaired by the Mayor, or in the Mayor's absence, the Deputy Mayor.

The Chair shall preside over all meetings of the Committee and decide all points of order that may arise; manage the process of the meeting; preside over the conduct of the meeting, including the preservation of good order and decorum; determine speaking order; and rule on all questions related to the orderly procedure of the meeting.

### 7. GOVERNANCE

The Committee is intended principally as a forum for discussion rather than a decision-

making venue.

The Committee may refer an item to the CAO for more information or clarification but must move the issue forward to Council for its consideration and decision upon receipt of the clarifying information.

The Committee meetings shall be a public meeting, unless the matter is within one of the exceptions to disclosure in the FOIP Act.

The Committee may hear from delegations and/or refer delegations to Council. Delegations may make presentations to the Governance and Priorities Committee by appointment only.

The Committee shall consider matters placed on the agenda by the CAO, by other members of Council (as determined by a resolution of Council) and ensure that all such matters are referred to the CAO for a report.

The Committee may:

- a. Make recommendation(s) on matters which it considers are within current policy.
- b. Refer any matter on to a Regular Meeting of Council which is not the subject of current policy (including new statements of policy).

**8. LEGISLATIVE AUTHORITY**

*Municipal Government Act, RSA 2000 c.M-26, as amended*  
Bylaw 10-2021, Council Committee

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## E. Economic Development Committee

### 1. NAME OF COMMITTEE

This Committee shall be referred to as the "Economic Development Committee".

### 2. PURPOSE

Serves as an advisory body to Council and Administration on policies, potential actions or advice related to the strategic goals and objectives that support economic development initiatives.

### 3. MEMBERSHIP

The Economic Development Committee is an advisory committee, comprised of

- a. 2 members of Council;
- b. Maximum 3 Members at Large.

Staff member shall be available to provide support, but is not appointed to the Committee.

### 4. RESPONSIBILITIES

The Committee has the authority to:

- a. Establish the dates for each Committee meeting;
- b. Create or review Committee Terms of Reference (Council approval required);
- c. Review and provide recommendations to Council on economic development policies;
- d. Recommend and participate in the development of programs that align with the strategic outcomes and goals established by the Committee and approved by Council; and
- e. Review the Town of Legal Strategic Plan on an annual basis and recommend policies that support economic development initiatives for Council's consideration.

Councillors appointed to the Economic Development Board shall be responsible to keep Council informed as to the Committee activities.

Committee members shall only speak on behalf of the Economic Development Committee when formally given such authority by Council or the Committee for a specific defined purpose. In such instances, the Chair, or in their absence, Vice Chair will be the key spokesperson.

Committee does not have the authority to approve expenditures without referring matters to the CAO and gaining approval from Council.

The responsibilities of Administration include:

- a. Coordination of Board meeting locations and setup.
- b. Preparation of meeting minutes and agendas.
- c. Circulation of Agenda Package to committee members.

### 5. TERM

Public members are appointed on a two (2) year term (calendar rotation by resolution of Council.)

Public members shall not serve more than three (3) consecutive terms unless no other applications are received.

Council members are appointed annually at the Organizational meeting.

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Council may request resignation of any Committee Member at any time prior to the expiry of the member's term of office, and any member of the Committee may resign at any time upon sending notice to the Chief Administrative Officer (CAO).

The municipal representative shall not be a member of the Committee and may not vote on any matter; this includes any staff attending the meeting.

Any member of the Economic Development Committee who is absent from two (2) consecutive meetings of the Committee shall forfeit their office, unless there is a resolution of the Committee accepting a valid reason for their absence.

**6. MEETINGS**

The Committee shall hold meetings two (2) times per year or as determined by the Economic Development Committee. Ad Hoc meetings as required will be at the call of the Chair, or in the absence of the Chairperson, at the call of the Vice-Chair.

At the first meeting each year, the Committee shall elect a Chair and Vice-Chair from among its voting members.

The Chair shall hold office for the remainder of the calendar year from the date of appointment. The Chair shall preside over all meetings of the Committee and decide all points of order that may arise; manage the process of the meeting; preside over the conduct of the meeting, including the preservation of good order and decorum; determine speaking order; and rule on all questions related to the orderly procedure of the meeting.

**7. GOVERNANCE**

A majority of the voting members shall constitute a quorum at a Committee meeting.

All voting members of the Committee, including the Chair, shall be required to vote on any motion before the Committee and, in the event of a tie, the motion shall be lost.

The Chair or Vice-Chair will report to Council, regarding economic development initiatives and activities related to the Committee; but may otherwise determine that additional reporting is necessary.

**8. LEGISLATIVE AUTHORITY**

Municipal Government Act, RSA 2000 c.M-26, as amended  
Bylaw 10-2021, Council Committee

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