

**Town of Bon Accord
AGENDA
Regular Council Meeting
October 4, 2022 7:00 p.m.**
Live Streamed on Bon Accord YouTube Channel

- 1. CALL TO ORDER**
- 2. ADOPTION OF AGENDA**
- 3. PROCLAMATIONS: MONTH OF OCTOBER**
 - 3.1. National Fire Prevention Week (enclosure)
 - 3.2. Small Business Week (enclosure)
- 4. ADOPTION OF MINUTES**
 - 4.1. Regular Meeting of Council; September 20, 2022 (enclosure)
- 5. DELEGATION**
- 6. UNFINISHED BUSINESS**
 - 6.1. Skateboard Park Grant and Survey Results (enclosure)
 - 6.2. Council Orientation Workshop: Cost Sharing Proposal (enclosure)
- 7. NEW BUSINESS**
 - 7.1. Notice of Motion: Alberta Industrial Heartlands Association Membership (enclosure)
 - 7.2. Arena Ice Plant Replacement Update (enclosure)
 - 7.3. Small Business Week – Mighty Business Breakfast Bash (enclosure)
 - 7.4. Federal Electoral Boundary Change (enclosure)
 - 7.5. Sturgeon Region Partnership Committee (enclosure)
 - 7.6. ATCO Franchise Fees (enclosure)
 - 7.7. Fortis Franchise Agreement (enclosure)
- 8. BYLAWS/POLICIES/AGREEMENTS**
POLICIES
 - 8.1. Town Manager Evaluation Policy (enclosure)
- 9. WORKSHOPS/MEETINGS/CONFERENCES**
- 10. CORRESPONDENCE**
ACTION REQUIRED
 - 10.1 Redwater & District Chamber of Commerce – 2022 Chamber Business Awards Gala (enclosure)
 - 10.2 City of St. Albert – Non-Residential Recreation User Fees (enclosure)
- 11. NOTICE OF MOTION**
- 12. CLOSED SESSION**
- 13. ADJOURNMENT**

PROCLAMATION

NATIONAL FIRE PREVENTION WEEK October 9 – 15, 2022

WHEREAS the Town of Bon Accord is committed to ensuring the safety and security of all those living in and visiting our Town; and

WHEREAS fire is a serious public safety concern, both locally and nationally, and homes are where people are at the greatest risk to fire; and

WHEREAS residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS informing the public about the importance of fire safety awareness and encouraging prevention serves as an essential step toward increasing the public's safety from home fires; and

WHEREAS Bon Accord residents are dedicated to public education measures and are able to take personal responsibility to increase their safety from fire, especially in their homes; and

WHEREAS this year marks the 100th Anniversary of Fire Prevention Week and the 2022 Fire Prevention theme is "Fire Won't Wait. Plan Your Escape."

NOW THEREFORE on behalf of Council, I, Mayor Brian Holden of the Town of Bon Accord, do hereby proclaim the week of October 9 – 15, 2022 to be "National Fire Prevention Week", and urge all residents to participate in fire safety awareness and prevention.

Mayor Brian Holden

Date

PROCLAMATION

SMALL BUSINESS WEEK

October 16 – 22, 2022

WHEREAS, Small Business Week is a national event held to honour the contributions that small businesses make to the Canadian Economy; and

WHEREAS, small businesses have navigated unprecedented challenges and are the drivers of change and positive impact toward sustainable economic growth; and

WHEREAS, we honour entrepreneurs who take a risk on an idea, choose to invest in our community, and create jobs for others; and

WHEREAS, with approximately 40 current business licenses registered with the Town of Bon Accord, the Bon Accord business community is a vital contributor to the economic health and social wellbeing of the community.

NOW THEREFORE, on behalf of Council, I, Mayor Brian Holden, do hereby proclaim October 16 – 22, 2022 as "Small Business Week" in the Town of Bon Accord and encourage all citizens to recognize this week.

Mayor

Date

**Town of Bon Accord
Regular Meeting of Council Minutes
September 20, 2022 8:30 a.m.
Live streamed on Bon Accord YouTube Channel**

**COUNCIL
PRESENT**

Mayor Brian Holden
Deputy Mayor Lacey Laing – arrived 8:38 a.m.
Councillor Lynn Bidney
Councillor Timothy J. Larson
Councillor Tanya May

ADMINISTRATION

Jodi Brown – Chief Administrative Officer
Lila Quinn – Recreation and Community Services Manager
Dianne Allen – Planning and Economic Development Manager
Falon Fayant – Corporate Finance Manager
Terry Doerkson – Operations Supervisor
Jessica Caines – Legislative Services and Communications Coordinator

CALL TO ORDER

Mayor Holden called the meeting to order at 8:31 a.m.

ADOPTION OF AGENDA

MAYOR HOLDEN MOVED THAT item 12.1 Notice of Motion – Associate Membership in the Alberta Industrial Heartlands Association be added to the agenda.

CARRIED UNANIMOUSLY RESOLUTION 22-386

COUNCILLOR MAY MOVED THAT Council adopt the September 20, 2022 agenda, as amended.

CARRIED UNANIMOUSLY RESOLUTION 22-387

ADOPTION OF MINUTES

Regular Meeting of Council Minutes – August 16, 2022

COUNCILLOR BIDNEY MOVED THAT Council adopt the minutes of the August 16, 2022 Regular Meeting of Council, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-388

Regular Meeting of Council Minutes – September 6, 2022

COUNCILLOR LARSON MOVED THAT Council adopt the minutes of the September 6, 2022 Special Meeting of Council, as presented.

CARRIED UNANIMOUSLY RESOLUTION 22-389

Deputy Mayor Laing arrived at 8:38 a.m.

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DELEGATION

Imad Bazzi & Diego Mejia – Associated Engineering – 2022 Road Projects
COUNCILLOR BIDNEY MOVED THAT Council accept the delegation as information.
CARRIED UNANIMOUSLY RESOLUTION 22-390

DEPARTMENT REPORTS

COUNCILLOR LARSON MOVED THAT Council accept the department reports as information.
CARRIED UNANIMOUSLY RESOLUTION 22-391

UNFINISHED BUSINESS

Bon Accord Citizens on Patrol Update

COUNCILLOR LARSON MOVED THAT Council accepts this report as information and directs administration to notify the former BACOP group to request that the donated funds (\$2,000) be returned and held in a restricted reserve for future COP activities AND FURTHER THAT the Town advertise for volunteers to support the COP program.

In Favour: Mayor Holden, Councillor May, Councillor Larson
Opposed Councillor Bidney, Deputy Mayor Laing

CARRIED RESOLUTION 22-392

COUNCILLOR MAY MADE A FRIENDLY AMENDMENT THAT Council further direct administration to contact the Towns of Legal and Gibbons to see about working with us on this program.

MAYOR HOLDEN MOVED THAT Council accept the proposed amendment.

CARRIED UNANIMOUSLY RESOLUTION 22-393

RESOLUTION 22-292 was voted on, as amended; and CARRIED

Naramata, B.C. Request

DEPUTY MAYOR LAING MOVED THAT Council directs administration to reach out to Naramata, B.C. administration and request that they create a unique letter, according to the stipulations required, for the Town to submit on their behalf due to lack of administrative capacity.

DEPUTY MAYOR LAING rescinded her motion.

COUNCILLOR MAY MOVED THAT Council directs administration to advise the Naramata, B.C. representatives that regrettably the Town is not able to provide a support letter at this time AND FURTHER THAT the Town of Bon Accord extends our best wishes to their community in their efforts to achieve the Dark Sky designation and include a letter of local dark sky communities they could reach out to for support.

**Town of Bon Accord
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In favour: Mayor Holden, Councillor Bidney, Councillor Larson, Councillor May

Opposed: Deputy Mayor Laing

CARRIED RESOLUTION 22-394

International Dark Sky Designation

COUNCILLOR LARSON MOVED THAT Council directs administration to develop a public engagement plan to determine the level of resident interest in continuing to maintain the Dark Sky designation.

In favour: Mayor Holden, Deputy Mayor Laing, Councillor Larson, Councillor May

Opposed: Councillor Bidney

CARRIED RESOLUTION 22-395

Mayor holden called a short recess at 10:18 a.m.

Mayor Holden called the meeting back to order at 10:25 a.m.

Brock Boards – Signage

DEPUTY MAYOR LAING MOVED THAT Council directs administration to create signage ad and place on highway frontage.

CARRIED UNANIMOUSLY RESOLUTION 22-396

2022 Road Rehabilitation Update

COUNCILLOR BIDNEY MOVED THAT Council direct administration to proceed with Option #4 and defer both road projects (51a Avenue and 48th Street) to 2023.

CARRIED UNANIMOUSLY RESOLUTION 22-397

BYLAWS/POLICIES/AGREEMENTS

Video Surveillance in Town Facilities Policy

COUNCILLOR LARSON MOVED THAT Council approve the Video Surveillance in Town Facilities Policy as presented and circulated.

CARRIED UNANIMOUSLY RESOLUTION 22-398

Council Service Awards Policy

COUNCILLOR MAY MOVED THAT Council approves the proposed Council Service Awards Policy as presented and circulated.

CARRIED UNANIMOUSLY RESOLUTION 22-399

COUNCIL REPORTS

DEPUTY MAYOR LAING MOVED THAT Council accept the Council reports as information.

CARRIED UNANIMOUSLY RESOLUTION 22-400

**Town of Bon Accord
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CORRESPONDENCE

GENERAL

Northern Lights Library System (NLLS) – Budget Considerations

Deputy Commissioner Zablocki – Alberta RCMP

National Police Federation – Call to Action Update

COUNCILLOR BIDNEY MOVED THAT Council accept the general correspondence as information.

CARRIED UNANIMOUSLY RESOLUTION 22-401

ACTION REQUIRED

Community Justice Centre (CJC) Stakeholder Engagement

COUNCILLOR LARSON MOVED THAT Council approve Mayor Holden, Councillor Bidney and Councillor Larson to attend the Community Justice Centre (CJC) Stakeholder Engagement session in Lac La Biche on October 26, 2022.

CARRIED UNANIMOUSLY RESOLUTION 22-402

Advocacy Letter Request – NLLS

COUNCILLOR MAY MOVED THAT Council direct administration to send a letter to Minister McIvor requesting additional funding for library services.

CARRIED UNANIMOUSLY RESOLUTION 22-403

North Saskatchewan Watershed Alliance (NSWA) – Contribution Request

COUNCILLOR LARSON MOVED THAT Council direct administration to notify the North Saskatchewan Watershed Alliance that Council will take their request for donation for \$764.50 under consideration during 2023 budget deliberations AND FURTHER THAT administration look into the involvement of this organization with our water and wastewater commissions.

In favour: Mayor Holden, Councillor Bidney, Councillor Larson, Councillor May

Opposed: Deputy Mayor Laing

CARRIED UNANIMOUSLY RESOLUTION 22-404

NOTICE OF MOTION

Associate Membership in the Alberta Industrial Heartlands Association

ADJOURNMENT

The September 20, 2022 Regular Meeting of Council adjourned at 11:32 a.m.

Mayor Brian Holden

Jodi Brown, CAO

**TOWN OF BON ACCORD
REQUEST FOR DECISION**

Meeting:	Regular Meeting of Council
Meeting Date:	October 4, 2022
Presented by:	Jodi Brown, Town Manager
Title:	Skateboard Park Grant and Survey Results
Agenda Item No.	6.1

BACKGROUND/PROPOSAL

Grant Application

The Town applied for the Alberta Blue Cross grant in 2021 to replace the centre set equipment at the Skateboard Park but the application was not successful.

At the July 5, 2022, Regular Council Meeting:

COUNCILLOR MAY MOVED THAT Council direct administration to apply for the 2022 Alberta Blue Cross Build Together Grant for \$50,000 to replace the centre set equipment in the Skateboard Park.

Carried Unanimously, Resolution 22-307

Please see the attached grant application that was submitted to Alberta Blue Cross. The 2022 grant closed on September 15, 2022. Alberta Blue Cross has indicated that those who are awarded the grant will be notified in December 2022 and those who are unsuccessful will be notified in January 2023.

If successful, the Canadian Ramp Company has confirmed that the centre set could be installed as early as spring 2023.

Survey

At the August 16, 2022, Regular Council Meeting:

COUNCILLOR BIDNEY MOVED THAT Council approves the Public Participation Plan for the 2022 Skateboard Park Survey as amended.

Carried Unanimously, Resolution 22-330

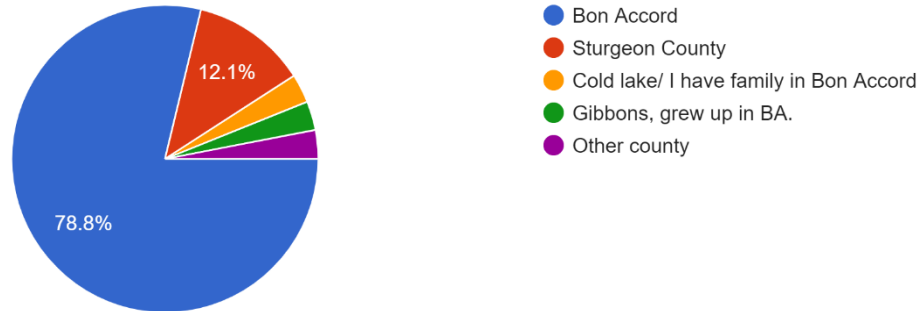
The Skateboard Park Survey ran from August 31 – September 9, 2022. Results were incorporated into the grant proposal.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The Skateboard Park Survey received 41 responses (33 online, 8 paper). The following charts show the results of the online responses.

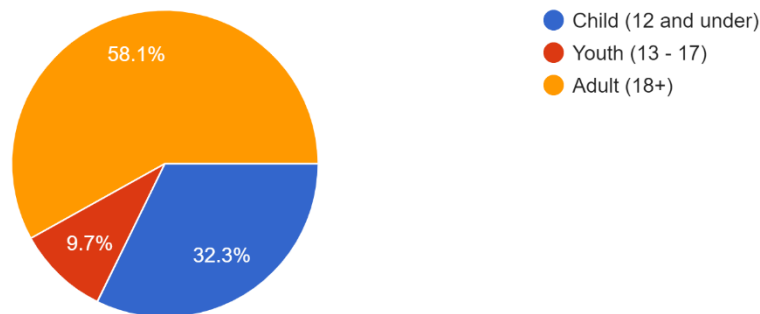
Where do you live?

33 responses



Please select you age range below (optional)

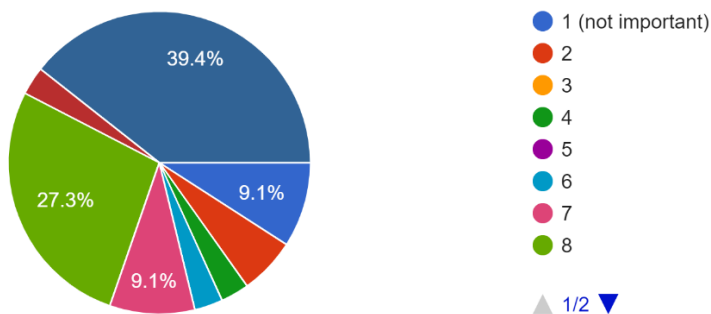
31 responses



On the pie chart below, dark red (no label) and dark blue (39.4%) are 9 and 10, respectively. 63% of respondents (online and paper submissions) rate the importance of the park as 8 or higher on a scale of 1-10.

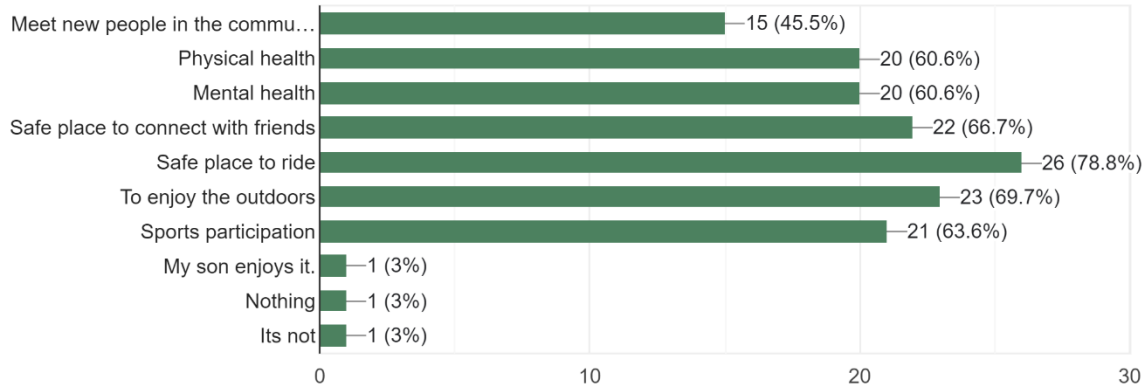
On a scale of 1 - 10 (with 10 being very important), how important is the skateboard park to you?

33 responses



Why is the skateboard park important to you? Select all that apply

33 responses



Comments from the survey included:

- Comparisons between the Bon Accord Skateboard Park and Gibbons/Morinville Skate Parks
- Desire for new design, concrete bowl, and/or new location
- Appreciation for the proximity, convenience, and/or safety of the park

Select comments can be found on page 16 of the grant application.

STRATEGIC ALIGNMENT

Priority 3: Infrastructure

- The Town of Bon Accord is maintaining and improving all infrastructure in a fiscally responsible manner.

COSTS/SOURCES OF FUNDING

N/A

RECOMMENDED ACTION (by originator)

Choose one of the following options:

1. THAT Council accepts this report as information.
2. THAT Council direct administration to....



Town of
Bon Accord
building for tomorrow

2023

Skateboard Park Upgrades - Phase II



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BUILT TOGETHER

APPLICATION PACKAGE

BUILT TOGETHER

PROGRAM AND ELIGIBILITY



PURPOSE

In 2022, five \$50,000 grants will be awarded, with one grant in each of the following regions: Edmonton, Calgary, a secondary city, a rural community and an Indigenous community.

WHO IS ELIGIBLE?

Any Alberta-based and operated community group or organization that is supporting publicly accessible community amenities that promote active living. This can include community leagues, school councils, municipalities and other non-profit organizations.

WHO IS INELIGIBLE?

- A project that has already received funding through this program (formerly, the Healthy Communities Grant Program).
- Religious or sectarian organizations.
- Organizations based or operating outside of Alberta.
- Projects that are programming and not infrastructure specific.
- Political organizations.
- Competitive sports teams and private clubs.
- Contract fundraisers or lobbyists.
- Organizations seeking funding for infrastructure projects not open to the public.
- Infrastructure that requires a fee to access.

FILLING OUT YOUR APPLICATION

WHAT TO INCLUDE IN YOUR APPLICATION?

1. A comprehensive project plan

Comprehensive project plans should include as much background information as possible. The following should be included in your application:

- An explanation of why your group is applying.
- An explanation of how your proposed project will support active living.
- Expected outcomes of this project and how you will measure its success.
- The need for the proposed infrastructure.
- Relevant research.
- Information on who is anticipated to use the infrastructure.
- Realistic project timelines.
- Three to five pictures of space where infrastructure is being proposed.
- Blueprints and or pictures of proposed project or suggested equipment (optional, three to five pictures maximum).

2. Demographic information (only applicable for projects located in Edmonton or Calgary)

Please provide a screenshot of the neighbourhood demographic information in which your project would be located.

For Edmonton-based projects— please use overview from yegishome.ca/communities. Instructions for how to include this in your application can be found at ab.bluecross.ca/pdfs/demographic-edmonton.pdf.

For Calgary-based projects— please use overview from calgary.ca/CSPS/CNS/Pages/Research-and-strategy/Community-profiles/Community-Profiles.html. Instructions for how to include this in your application can be found ab.bluecross.ca/pdfs/demographic-calgary.pdf.

3. Project financials

- Project budget.
- Quotes from builders (if available).
- A current listing of funds raised to date (if available).
- List of pending grants (if available).

4. Three letters of reference

The key purpose of the letters of reference are to attest to the role of your organization in the community, the intent of the project and how it will support active living in your community.

We encourage the submission of letters from people who have a direct connection to your project. This could include, but is not limited to, parents, community members, teachers, principals, police officers and any person directly involved in the community. Consider adding a fourth letter from a community member who will benefit from the project.

APPLICATION DEADLINE

Thursday, September 15, 2022 at 11:59 p.m. Applications received after the deadline will not be considered.

SUBMITTING YOUR APPLICATION

Applications should be submitted via email to BuiltTogether@ab.bluecross.ca. If you do not have access to email, mail applications to

Alberta Blue Cross Community Impact

10009 108 Street
Edmonton, Alberta
T5J 3C5

Please ensure your application is complete and includes all requested information before submitting. Due to COVID-19, please submit your applications through email if possible.

WHEN WILL SUCCESSFUL APPLICANTS BE NOTIFIED?

Successful applicants will be notified by December 31, 2022.

NEED MORE HELP?

More information on Built Together and filling out the application can be found in our [FAQs](#).

ORGANIZATION NAME

--

CONTACT DETAILS

Contact person	Contact title	Phone	Email	
Address		City	Province	Postal code

PROJECT DETAILS

Name of project				
Address of proposed location				
City	Province	Postal code	Expected start date (YYYY-MM-DD)	Expected completion date (YYYY-MM-DD)
What is the project type: _____				
Who is the targeted demographic for this project:				
Are you affiliated with a religious or political organization? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Have you spoken to anyone at Alberta Blue Cross about this application? <input type="checkbox"/> Yes, if so, please provide name _____ <input type="checkbox"/> No				
Where did you hear about Built Together? _____				
Have you applied for this grant before (formerly under the name of Healthy Communities Grant Program)? <input type="checkbox"/> Yes, if so, please provide year and the project name of project if different _____ <input type="checkbox"/> No				
If your group were to receive a Built Together grant of \$50,000, what additional funding would be required to begin building your project?				
Is your group or organization active on social media? If so, please provide handles and platforms you are active on (for example, Instagram—@AlbertaBlueCross). Twitter: @_____ Facebook: _____ Instagram: @_____				
If you are successful in receiving a Built Together grant, are you willing to provide recognition and permanent acknowledgement to Alberta Blue Cross? <input type="checkbox"/> Yes <input type="checkbox"/> No				

IS YOUR APPLICATION COMPLETE?

BEFORE YOU SUBMIT, PLEASE ENSURE YOUR APPLICATION IS COMPLETE WITH THE ITEMS LISTED BELOW.

1. A comprehensive project plan

Comprehensive project plans should include as much background information as possible on your project. The following should be included in your application:

- An explanation of why your group is applying.
- An explanation of how your proposed project will support active living.
- Expected outcomes of this project and how you will measure its success.
- The need for the proposed infrastructure.
- Relevant research.
- Information on who is anticipated to use the infrastructure.
- Realistic project timelines.
- Three to five pictures of space where infrastructure is being proposed.
- Blueprints and or pictures of proposed project or suggested equipment (optional, three to five pictures maximum).

2. For Calgary and Edmonton applicants only:

Please provide demographic information.

Please provide a screenshot of the neighbourhood demographic information in which your project will be located.

- For Edmonton-based projects— please use overview from yegishome.ca/communities. Instructions for how to include this in your application can be found at ab.bluecross.ca/pdfs/demographic-edmonton.pdf.
- For Calgary-based projects— please use overview from calgary.ca/CSPS/CNS/Pages/Research-and-strategy/Community-profiles/Community-Profiles.html. Instructions for how to include this in your application can be found at ab.bluecross.ca/pdfs/demographic-calgary.pdf.

3. Project financials

- Total project budget.
- Quotes from builders (if available).
- A current listing of funds raised to date (if available).
- List of pending grants (if available).

4. Letters of reference

- Three letters of reference.

DECLARATION OF APPLICANT

Name of applicant _____

Date (YYYY-MM-DD) _____

I confirm that this application in its entirety is truthful to the best of my knowledge.

**The Blue Cross symbol and name are registered marks of the Canadian Association of Blue Cross Plans, an association of independent Blue Cross plans. Licensed to ABC Benefits Corporation for use in operating the Alberta Blue Cross Plan. *† Blue Shield is a registered trade-mark of the Blue Cross Blue Shield Association. ABC 83100 2022/05



Alberta Blue Cross Grant Board,

The Town of Bon Accord is seeking funding from the Alberta Blue Cross *Built Together* grant in the amount of \$50,000 for Phase II of our Skateboard Park Upgrades Project. Phase I upgrades were completed in September 2021, and we are excited to continue with Phase II in Spring 2023. The completion of these two projects will not only revitalize and enhance the existing Skateboard Park for the projected equipment life cycle of up to 20 years, but will also ensure our facility is safe for budding and seasoned enthusiasts, strengthen community spirit, encourage physical activity, and foster positive habits in rural children and youth into their adult years.

More than ever, the need for free recreational facilities is crucial to the health of our growing community. Due to the diminished condition of our current Skateboard Park equipment, long-term upgrades are required to maintain safety and accessibility and encourage continued physical activity in Bon Accord. The Town's tight recreation budget coupled with the constraints of the current economic downturn makes evident the additional funding required for Phase II of our Skateboard Park Upgrades Project. Our small budget is allocated to essential services and programs for our 1500 residents. As the equipment reaches the end of its life cycle there are no funds for replacement with our limited resources.

Additionally, children, youth, and adults feel Bon Accord's Skateboard Park no longer serves them. Residents and Skateboard Park patrons indicated in their 2021 survey submissions that they would appreciate Council's consideration for more equipment and upgrades (Appendix A). Residents were eager to share their appreciation, but also their concerns – many comments indicated the desire for a more robust set up. The longevity of the equipment to be installed in Phase II will ensure patrons are free to express themselves in their wheeled sport without the worry of unexpected equipment failure or malfunction in the next expected 20-year equipment lifecycle.

The Bon Accord Skateboard Park is one of just three recreational facilities in town, next to our sportsgrounds and arena. The Park has been a town staple for free, spontaneous community recreation for nearly 15 years. Open May through October, this outdoor 4,802 square foot facility allows children, youth, and adults to practice and compete, but moreover, enriches their sense of community, builds healthy habits, and bridges the gap between young and old. The all-wheel design means the space is available to a variety of recreational users. From BMX bikes and scooters to roller blades and skateboards, revitalizing this facility will ensure children, youth, and adults can skate, bike, and scoot in a safe, exciting, vibrant space.

In alignment with Alberta Blue Cross's commitment to ensuring wellness is accessible to all Albertans¹, the Town of Bon Accord has also sought "evidence to inform best practices and discover solutions to support community wellness"², establishing a recreational space where children and youth feel safe and demonstrate improved physical and mental health in our rural community. In our 2022 Skateboard Park Survey, respondents said the skateboard park is

important to them because it supports their mental health (59%) and physical health (56%) with 63% rating the importance of the park as 8 or higher on a 10-point scale.

The Canadian Assessment of Physical Literacy found that “two-thirds of Canadian children haven’t achieved an acceptable level of physical literacy.”³ A correlation between skateboarding and children’s cardiovascular health was found in a study by Furr, Nessler and Newcomer at the California State University in San Marcos:⁴ “[Y]outh participating in recreational skateboarding at community skateparks attain exercise intensities and durations that are comparable with the ACSM’s [American College of Sports Medicine] and CDC’s [Center for Disease Control] exercise recommendations for cardiovascular fitness in youth.” A 2020 study by Boraita et al. recommends a greater need for “extracurricular physical activities in rural areas”.⁵ Free, publicly accessible infrastructure projects that promote wellness and active living for children and youth are crucial for a rural community like Bon Accord with limited recreation areas.

The Skateboard Park will also benefit those outside of Bon Accord. In addition to Bon Accord’s 305 children and youth between the ages of 5 and 19, our closest municipality without a designated skateboard park, neighbouring Sturgeon County, has 4320 children and youth in the same age bracket.⁶ A total of 4625 children and youth who can reap the benefits of extracurricular activity in their rural community.

Phase II additions to our Skateboard Park will benefit our rural community not only by improving physical and mental health, but also as a deterrent to vandalism. A park bench, a concrete ledge and a granite memorial may be seen as an opportunity to defy law and order without a proper Skateboard Park. Iain Borden found that, contrary to popular belief, the addition of skateboard parks actually reduce crime.⁷ This is especially important in rural communities when boredom sets in, and destruction of public and private property looks more appealing. One Bon Accord Youth (ages 13-17) from our 2022 Skateboard Park Survey said the park is “a safe place to learn new tricks”, while adults, who answered on behalf of Children (12 and under), said it “(g)ives kids a safe place instead of being on the roads”, “(t)hat children in the community have a safe place to ride and hang out” “as well as stay out of trouble.”

Creating a space where all extreme sport enthusiasts can come together also creates a sense of camaraderie that so many children and youth crave. Our Skateboard Park offers physical activity, encouragement, creativity, and the sense of accomplishment that comes from trying again and again until the ollie, kickflip or jump is finally landed. One parent surveyed offered a wonderful example of how skateboarding has benefited them into their adult years: “I think that the current park is a great place for kids and adults to express themselves and challenge their physical abilities. I've been skateboarding since grade 6 and I am currently 32 years old it's great for physical health and sharing a common interest with adults and youth. My children use the park and it allows them to build confidence in themselves and push their limits by pushing through the limits of fear.” (Appendix B)

As our Skateboard Park approached the end of its life, we reached out to skateboard park experts, Canadian Ramp Company, to evaluate the existing equipment at our facility. Upon inspection, two unsafe pieces of equipment were discovered and promptly removed from site. Council requested quotes on replacement of these pieces of equipment in May 2021. Our Skateboard Park Upgrades Project is split into two phases – Phase I and II – and totals \$103,275.15.

PHASE I

In June 2021, Council approved town funding in the amount of \$56,000 for upgrades to the Skateboard Park. \$53,241.00 of this funding was left over loan funding from another project with the remainder provided by our Sturgeon Recreational Cost-Sharing agreement. Once we received quotes, five design options were presented to residents in the form of a survey to determine their preferred choice for Phase I upgrades. Two weeks later, 143 responses had been collected and Option 4 was the top choice at 60.8% (Appendix C). The equipment requiring immediate attention was upgraded (Appendix D) and the town had a soft reopening on September 10, 2021.

On installation day, the aging centre set had to be moved to allow contractors adequate space to complete their install. Once the centre set was moved back into place, staff noticed the structure was compromised, requiring welding along the seam to prevent further separation (Appendix E). The centre set is, as the name indicates, central to our Skateboard Park, but no additional funding is available within our budget for this structure to be replaced.

PHASE II

The Canadian Ramp Company confirmed that it is possible to incorporate an additional \$50,000 of equipment upgrades for replacement, expansion, or addition of obstacles within our existing Phase I upgrades. In June 2021, Council directed Administration to apply for the Alberta Blue Cross *Built Together* grant funding in the amount of \$50,000 to complete Phase II of the Upgrades Project. This was before the centre set was compromised, clearly indicating that the Skateboard Park was already due to require costly updates to extend its life. The completion of Phase II proactively addresses the replacement of the remainder of weak, old centre set equipment before it becomes unsafe to use.

On September 21, 2021, Council was given quotes for Phase II Upgrades for the Skateboard Park and, again, voted in favour of applying for the Alberta Blue Cross *Built Together* grant for this purpose.

Although last year's application was unsuccessful, we were not deterred. In July 2022, the Skateboard Park was still top of mind as Council directed administration to apply again to the Alberta Blue Cross *Built Together* grant for Phase II Upgrades to our Skateboard Park. The *Built Together* grant funding will be used to purchase and install upgrades for the centre set within the existing Skateboard Park. Installation will take less than a week and can be scheduled for install as early as spring 2023. The total project cost for Phase II upgrades is \$50,561.99

(Appendix F), which would be comprised of \$50,000 from the Alberta Blue Cross *Built Together* grant with the remainder covered by the Town of Bon Accord. The attached Statement of Income and Expenditures shows contributions from all funding sources, with the Town providing 52% of total costs for Phase I and II combined. (Appendix G)

Completing these repairs is key to Alberta Blue Cross's commitment to supporting Albertans to Live their Best Life"⁸ by maintaining a healthy, vibrant space for children of all ages to ride safely, recreate, socialize, and enrich their mental and physical wellbeing. Phase II Upgrades to our Skateboard Park will ensure the equipment at our facility is proactively replaced and supports free, spontaneous recreation for children, youth, and adults for years to come.

We appreciate your consideration of our application and look forward to working together!

Sincerely,

Jodi Brown

Chief Administrative Officer

Town of Bon Accord

References

- ¹Alberta Blue Cross, 2022. Our approach. <https://www.community.ab.bluecross.ca/our-approach.php> (Accessed September 13, 2022).
- ²Alberta Blue Cross, 2022. Academic and research. <https://www.community.ab.bluecross.ca/partnerships/academic-and-research/index.php> (Accessed September 13, 2022).
- ³Furr, Heather N.; Nessler, Jeff A.; Newcomer, Sean C.; February 2021; Journal of Strength and Conditioning Research: Volume 35 - Issue 2; pp. 542-548. Retrieved at https://journals.lww.com/nsca-jscr/Abstract/2021/02000/Characterization_of_Heart_Rate_Responses,.34.aspx (Accessed August 5, 2022).
- ⁴Canadian Assessment of Physical Literacy: Canada's First "State of the Nation Report on Children's Physical Literacy" Retrieved from <https://www.capl-eclp.ca/2018/10/02/canadas-first-state-of-the-nation-report-on-childrens-physical-literacy/> (Accessed August 5, 2022).
- ⁵Boriata, R. J.; Alsina, D. A.; Ibort, E. G.; Torres J. M. D.; March 2022; Science Direct Volume 96 - Issue 3 (English Edition) Quality of life related to health and habits: Differences between adolescents in rural and urban environments <https://doi.org/10.1016/j.anpede.2020.11.016> (Accessed August 5, 2022).
- ⁶Statistics Canada, 2016, Census Profile, 2016 Census, Bon Accord <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/details/page.cfm?Lang=E&Geo1=POPC&Code1=1214&Geo2=PR&Code2=48&SearchText=Bon%20Accord&SearchType=Begins&SearchPR=01&B1=All&GeoLevel=PR&GeoCode=1214&TABID=1&type=0> (Accessed September 7, 2022).
- ⁷Iain Borden, 2019, 'Skatepark Worlds: Constructing Communities and Building Lives' in Skateboarding Between Subculture and the Olympics: a Youth Culture under Pressure from Commercialization and Sportification ed. by Jürgen Schwier and Veith Kilberth (Bielefeld: Transcript, 2019), pp. 79–96 <https://discovery.ucl.ac.uk/id/eprint/10080928/1/Borden-SkateparkWorlds-2019.pdf> (Accessed September 13, 2022).
- ⁸Alberta Blue Cross, 2022. Our approach. <https://www.community.ab.bluecross.ca/our-approach.php> (Accessed September 8, 2022).



Town of
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Appendix A

Phase I Survey Input

Survey input from children, youth, and adults re: Phase I Upgrades to our Skateboard Park:

These are all pretty close to what we already have. Why can't we have one like gibbons skate park

I think there needs to be more set ups for the children. These seem to be the same as it was before. I was hoping there was more structures .

I liked the fifth one but the fourth one had more thing to do but in the future please add a bump.

I would like a bowl made of concrete and ramps made out of concrete and bigger ramps. And some stairs with a slide pole and make the slide pole longer. Please.

Can you put a bowl near the middle and make more ramps

I personally like option 4 but would like if the singular ramp was a bit wider so More people could be up there at once.

maybe add a couple more picnic tables.

It's great to hear something is being done about this but these new designs don't look much different or any bigger then the current setup there. Will it be in the same location? Thanks

To have the half pipe and transfer will widely be the best option for gain experience and it'll have a higher challenge rating for more experienced riders, skateboarders, and it'll be perfect for scooters as well

I would like to see a bowl made out of concrete in the the future and a bigger ramp and a longer slide pole or a stairway/ramp with a slide pole going straight then down please.

Option 4 is the best all around but has no flat boxes/ manual pads

I want a bowl,

Amazing park ! Would be nice to have a ledge instead of 1 of the four rails



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Appendix B

Phase II Survey Input

Survey input from children, youth, and adults re: What they like about our skateboard park:

It's a safe place to learn new tricks

Gives kids a safe place Instead of being on the roads

That children in the community have a safe place to ride and hang out

The older children in the community don't have anything other than the skateboard park to entertain them. It allows them a place where they can hang out together as well as stay out of trouble.

I think that the current park is a great place for kids and adults to express themselves and challenge their physical abilities. I've been skateboarding since grade 6 and I am currently 32 years old it's great for physical health and sharing a common interest with adults and youth. My children use the park and it allows them to build confidence in themselves and push their limits by pushing through the limits of fear.

Close by rather than having to drive to gibbons

Gives kids a safe place to ride their skateboards and bikes without risks of cars

Play with friends there

A place for youth to connect and spend time being physically active outdoors

It's one of the only places in town the bigger kids have to do activities

Gives kids a great place to get away from electronics and be outdoors.

It's close to our home & makes it accessible for my grandchildren.



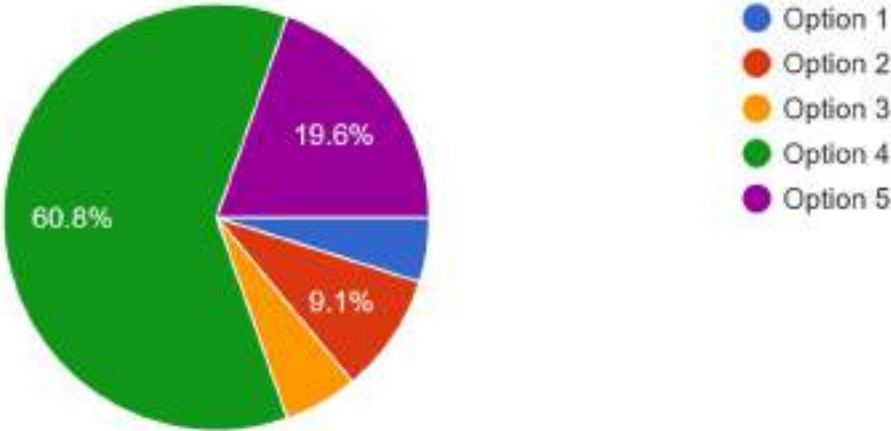
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Appendix C

Phase I Survey Results

Phase I survey results:

143 responses





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Appendix D

Phase I Before & After

BEFORE Phase I upgrades, unsafe equipment removed:



AFTER Phase I upgrades. New equipment in orange, new blue rail. Red rails and picnic table repositioned:





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Appendix E

Broken Centre Set

Gap in centre set requiring welding:



Centre set:



Gap along top of centre set:





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Appendix F

Phase II Quote

43 Curtis Street
 Innerkip ON
 N01 1M0
 Toll-free: 800-591-2417
 Local: 905-777-1SK8
 Fax: 289-644-2975
sales@canadianrampcompany.ca



Quote #	Design #	FOB	Date
Q25583	7478	Bon Accord, AB	9/10/21

<u>Item</u>	<u>Obstacle</u>	<u>Height</u>	<u>Width</u>	<u>Length</u>	<u>Pro Series</u>
1	Bank Ramp	4	4.0'	13.0'	
2	Grindbox (2' Wide)	3	2.0'	4.0'	
3	Wedge, Flat, Wedge	1.5'	4.0'	16.0'	
4	Wedge, Flat, Wedge	1.5'	4.0'	16.0'	
5	Grind Rail, Kinked (Round)	1.5'	2"	18.0'	
6	Bank Ramp (Wedge)	2.0'	4.0'	8.0'	
7	Bank Ramp (Wedge)	2.0'	4.0'	8.0'	
8	Spine	3.0'	4.0'	13.0'	
9	Spine	3.0'	4.0'	13.0'	
8	Truck Rail (not shown on rendering)				

TOTAL

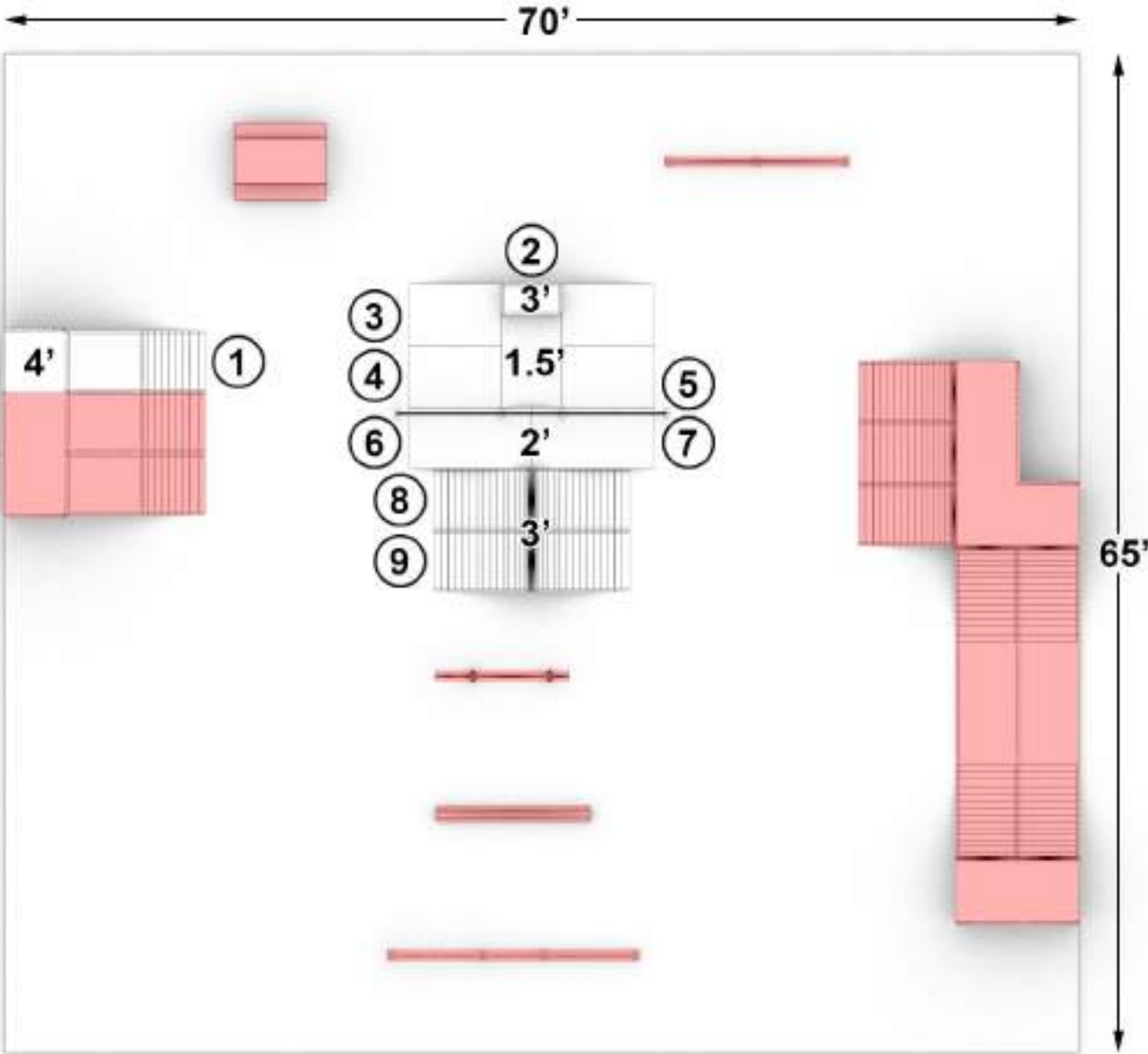
\$50,561.99

Notes:

- This turnkey quote includes Equipment, Shipping, and Installation.
- This quote does not include sales tax.
- Quote is good for 30 days.







*Note – Existing equipment is highlighted in red.



43 Curtis Street
 Innerkip ON
 N01 1M0
 Local: (905) 777-1SK8
 Toll Free: (800) 591-2417
 Fax: (289) 644-2975
sales@canadianrampcompany.ca

DRAWN BY	Chuck Dodge
DATE	9/10/21

REP. AGENCY	Canadian Ramp Company
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REP. NAME	Graham Cooke
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REP. PHONE	(800) 591-2417
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CUSTOMER APPROVAL	DATE

PROJECT NAME	Bon Accord Skate Park
--------------	-----------------------

DESIGN NO.	7478
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Appendix G

Statement of Income

and Expenditures

Skateboard Park Project

Statement of Income & Expenditures

for the year ending December 31, 2022

Phase I (Completed in 2021)

INCOME	<u>Status</u>
ACFA Debenture #4002754	53,241.00 <i>Secured</i>
Total INCOME	<u>\$ 53,241.00</u>
EXPENSES	
Invoice 2770 Canadian Ramp Company	26,294.07 <i>Paid</i>
Invoice 2670 Canadian Ramp Company	26,294.09 <i>Paid</i>
Invoice 29 SDB Welding & Fabrication Ltd.	125.00 <i>Paid</i>
Total EXPENSES	<u>\$ 52,713.16</u>
NET Surplus	<u><u>527.84</u></u>

Phase II

INCOME	
ACFA Debenture #4002754 - remainder from Phase I	527.84 <i>Secured</i>
Alberta Blue Cross Grant Funding	50,000.00 <i>Pending</i>
Town of Bon Accord funding	34.15 <i>Secured</i>
Total INCOME	<u>50,561.99</u>
EXPENSES	
Quote from Canadian Ramp Company	50,561.99 <i>Pending</i>
Total EXPENSES	<u>50,561.99</u>
NET	<u><u>-</u></u>



Town of
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Letters of Support

August 16, 2022

RE: Town of Bon Accord Skateboard Park Upgrades – Phase II

Alberta Blue Cross *Built Together* Grant Board:

On behalf of Bon Accord Community School (BACS), please accept this letter in support of the Town of Bon Accord for their *Built Together* grant application for their Skateboard Park Upgrades – Phase II community project.

BACS resides along Highway 28 in the south-west corner of Bon Accord, Alberta. Students in Kindergarten through grade four choose BACS for its safe, nurturing school community, that models leadership, inspires a love a learning, and embraces uniqueness.

Our school’s motto of “Everyone a Learner; Everyone a Leader” is a philosophy the Town of Bon Accord continues to support. Most notably, the Town completed Skateboard Park Upgrades – Phase I, replacing pieces of equipment that were in disrepair and unsafe for continued use. As one of just three free recreational facilities in town, the all-wheel design of the Skateboard Park offers BACS students a safe place to practice their unique hobbies, learn together, and aspire to lead with confidence. Completion of Phase II will not only extend the life of this community space, but it will also continue to encourage healthy, active lifestyles and strengthen community spirit.

If you require more information about the Town of Bon Accord, please contact us via phone or email.

Sincerely,



Kessia Brenneis

Principal

P: [780.921.3559](tel:780.921.3559)

E: kessia.brenneis@sturgeon.ab.ca



Lilian Schick School
P.O. Box 689 4509 – 54 Avenue
Bon Accord, Alberta T0A 0K0
Phone: (780)921-2200
www.lilianschickschool.ca



August 22, 2022

RE: Town of Bon Accord Skateboard Park Upgrades – Phase II

Alberta Blue Cross *Built Together* Grant Board:

On behalf of Lilian Schick School, please accept this letter in support of the Town of Bon Accord for their *Built Together* grant application for their Skateboard Park Upgrades – Phase II community project.

Lilian Schick School, fondly known as LS School to residents, is situated in the north-east corner of the Town of Bon Accord in the agricultural heartland of Sturgeon County, Alberta. Host to students in grades five through nine and a member of the Sturgeon School Division, LS School provides opportunities for tomorrow's exceptional leaders to think critically, foster creativity, and make healthy life choices.

Our school's mission is to learn with passion and to lead with confidence – a mission which the Town of Bon Accord has been part of for many years. The Town actively supports our youth with free recreational facilities. The Skateboard Park has been a hub for students at LS School for over a decade. Hobbyists can share their passion for their wheeled sports, making exercise an enjoyable lifestyle choice. The Park provides an outlet for any aggression and/or depression children and youth may experience, and older, more advanced enthusiasts act as role models for the younger kids, taking them "under their wing", teaching them new tricks, encouraging the multiple attempts required to land a new move. This approach is part of the culture surrounding skateboard parks, and ultimately induces a sense of accomplishment and positive working relationships that will serve our students for years to come.

Sincerely,

Darla Clark
Principal, Lilian Schick School
Sturgeon Public Schools

Principal: Darla Clark Vice Principal: Matt Ohm
Learn with Passion
Lead with Confidence

September 12, 2022

RE: Town of Bon Accord Skateboard Park Upgrades – Phase II

Dear Alberta Blue Cross *Built Together* Grant Board:

I am a resident in the town of Bon Accord who uses the Skateboard Park quite often and appreciate the opportunity to provide some input towards the development of the skateboard park. This letter is in support of the Town of Bon Accord for their *Built Together* grant application for their Skateboard Park Upgrades – Phase II community project.

Growing up, I used the skateboard park as a safe space to meet new friends and get away from my troubles. Kids can rely on these spaces to feel safe and clear their minds from the stress of school, and, sadly, sometimes the troubles at home. Places like this are wonderful places to just get away and clear your mind.

The current center piece of the existing park is outdated and not very practical for today's use of scooters, skateboards, and bikes. The ramp is slick and easy to slide out at unexpected times. It's small and limited to the possibilities of use. There has been a decline in use of this piece of equipment, as it has no "flow" and makes it no fun to ride. With a new center piece, the park will have a refreshed look and have a much better "flow" when riding.

A new center set will assist kids in learning and developing new skills and friendships that can last a lifetime

If you require more information, please contact us via phone 587-988-3348 or email greg-gjerde@hotmail.com.

Sincerely,

Greg Gjerde
Resident of Bon Accord



**TOWN OF BON ACCORD
REQUEST FOR DECISION**

Meeting:	Regular Council Meeting
Meeting Date:	October 4, 2022
Presented by:	Jodi Brown, Town Manager
Title:	Council Orientation Workshop: Cost Sharing Proposal
Agenda Item No.	6.2

BACKGROUND/PROPOSAL

The Town of Gibbons and the Town of Legal reached out to administration to determine interest in cost sharing the expense of hiring a lawyer to provide an orientation session for newly elected Councillors. The Village of Andrew also held a by-election recently and is also interested in joining the cost share partnership for this training.

Note, staff or other elected officials seeking a refresher are also welcome to attend.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Lidstone and Company (Barristers and Solicitors) offers Council orientation training (3-hour workshop) on the following topics. Note, these topics are flexible in that the workshop agenda may be adjusted according to the preferences of the group.

- *MUNICIPAL GOVERNMENT ACT* IN THE CONTEXT OF THE CONSTITUTION
- *FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT*
- CODES OF CONDUCT AND INTEGRITY COMMISSIONER
- CONFLICT OF INTEREST AND DISQUALIFICATION
- PERSONAL LIABILITY
- *PERSONAL CRIMINAL LIABILITY*
- PART 9 COMPANIES
- PUBLIC HEARINGS
- COUNCIL PROCEDURES
- INDIGENOUS RIGHTS AND INTERESTS AND RECONCILIATION

The topics may be adjusted according to preferences.

The workshop could be held in Bon Accord Council Chambers or another location if more than 10 participants register for the session.

STRATEGIC ALIGNMENT

Value Statement: Professionalism

- Administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

Value Statement: Stewardship

- Administration and Council embody the responsible planning and management of our resources.

COSTS/SOURCES OF FUNDING

\$235 - \$240 (including refreshments) per municipality (based on the participation of 4 municipalities—Bon Accord, Legal, Gibbons, and Andrew). There is no limit on the number of participants in the session.

Council Membership & Registration is over budget by \$446, however there is funding availability of \$2600 in Council Mileage and Subsistence to offset the deficit as well as the cost of the workshop. There is also sufficient funding in the per diem line items to cover the workshop time.

RECOMMENDED ACTION (by originator)

1. That Council approve the attendance of Councillor Larson and _____ (list other Councillors that wish to attend) for the regional Council Orientation workshop.

**TOWN OF BON ACCORD
REQUEST FOR DECISION**

Meeting:	Regular Meeting of Council
Meeting Date:	October 4, 2022
Presented by:	Jodi Brown, Town Manager
Title:	Notice of Motion: Alberta Industrial Heartland Association Membership
Agenda Item No.	7.1

BACKGROUND/PROPOSAL

Councillor Bidney brought forward a Notice of Motion at the September 20, 2022, Regular Meeting of Council regarding an Associate Membership with the Alberta Industrial Heartland Association.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Councillor Bidney's Notice of Motion is enclosed.

STRATEGIC ALIGNMENT

N/A

COSTS/SOURCES OF FUNDING

N/A

RECOMMENDED ACTION (by originator)

That Council direct administration to....

NOTICE OF MOTION

Please be advised that I, Lynn Bidney, Councillor, Town of Bon Accord, intend to bring forward a Notice of Motion at the October 4th Regular Meeting of Council. The purpose of this motion is to ask administration to research becoming an Associate Member of the Alberta Industrial Heartland Association including eligibility, financial considerations, and possible future economic advantages/disadvantages to the October 18, 2022 Regular Meeting of Council.

TOWN OF BON ACCORD
REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	October 4, 2022
Presented by:	Jodi Brown, Town Manager
Title:	Arena Ice Plant Replacement Update
Agenda Item No.	7.2

BACKGROUND/PROPOSAL

The Town has entered into an agreement with the Municipal Climate Change Action Centre for rebate funding in the amount of \$472,500 to replace the ice plant at the arena.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

Administration has been working with the contractor to determine the full costs of the project including provision of a stand alone building (that meets current building codes for housing an ice plant). The full project cost (including a 10% contingency) is \$1, 222, 100 (see enclosed breakdown of costs).

The total project cost less the \$472, 500 in rebate funding from the Municipal Climate Change Action Centre is \$749, 600. Administration is currently working on funding strategies to fully fund the project.

Next Steps:

1. Administration plans to open negotiations through the Recreation Cost Sharing Agreement with Sturgeon County for additional funding support.
2. Administration is researching another federal grant opportunity that is “stackable” and may be an option for additional grant funding to support the project.
3. Administration is working on developing sponsorship opportunities from local industry partners to help offset costs.
4. The Town may proceed with borrowing in 2022 for up to \$749, 600 (with sponsorship or Sturgeon County support being applied to the principle).

Note, Sturgeon County and the Town each provide \$50,000 (\$100,000 per year) into a reserve for recreation infrastructure capital projects. This funding is intended for smaller projects. It may be applied to this project as well however, given the other recreational needs in the community it would be best to seek additional funding contributions from Sturgeon County for the arena projects given the scope (cost and complexity) of these projects.

STRATEGIC ALIGNMENT

Value Statement: Stewardship

- Administration and Council embody the responsible planning and management of our resources.

Priority #3: Infrastructure

- The Town of Bon Accord is maintaining and improving all infrastructure in a fiscally responsible manner.

Priority #5: Collaboration

- The Town of Bon Accord has strong, sustainable relationships to enhance municipal programs and services.

COSTS/SOURCES OF FUNDING

- Sturgeon County Recreational Funding
- Federal Grant Funding
- Sponsorship or Donations

RECOMMENDED ACTION (by originator)

1. THAT Council direct administration to initiate negotiations with Sturgeon County regarding additional recreational funding support for the arena upgrade project and further that administration brings back information on federal grant funding at the October 18th Regular Council Meeting.
2. THAT Council direct administration to...

STARTEC UPDATED QUOTE - September 28, 2022
As per meeting with Lila Quinn & Falon Fayant

New Arena Ice Plant System	\$ 630,000.00
Detatched Skid Building	\$ 284,000.00
Foundation for skid building	\$ 90,000.00
Building Permit	\$ 5,000.00
Power to the skid building	\$ 25,000.00
Bollards around the skid (For visibility/safety)	\$ 15,000.00
DDC digital Control system (Computerized system for logging on through computer, enables remote access)	\$ 50,000.00
VFD on condenser fans (For energy savings)	\$ 6,000.00
Condenser handrails and ladder (For servicing)	\$ 6,000.00
Subtotal	<u>\$ 1,111,000.00</u>
Add contingency of 10 percent	\$ 111,100.00
Total Estimate	<u>\$ 1,222,100.00</u>

**TOWN OF BON ACCORD
REQUEST FOR DECISION**

Meeting:	Regular Meeting of Council
Meeting Date:	October 4, 2022
Presented by:	Dianne Allen, Manager Planning & Development
Title:	Small Business Week – Mighty Business Breakfast Bash
Agenda Item No.	7.3

BACKGROUND/PROPOSAL

Small Business Week will be recognized October 16-22 to celebrate Canadian Entrepreneurs. Small and medium sized businesses are the foundation of the Canadian economy, accounting for 99% of all business. With the small business industry growing it is important that we take the time to recognize their success and provide helpful tools and resources to assist.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

In recognition of Small Business, the first “*Mighty Business Breakfast Bash*” was held October 2019, which was well received with over 150 registrants.

On October 14, 2022, the second annual “Mighty Business Breakfast Bash” will be hosted by Regional Partners (Sturgeon County, Redwater, Morinville, Bon Accord and Legal, Morinville, Redwater and St. Albert Chambers to celebrate our Regional Businesses.

Council is encouraged to attend to support and recognize businesses within our communities.

Event details:

Date: Friday, October 14/22

Location: Gibbons Community Cultural Centre 5115 – 51st street, Gibbons, AB

Time: 7:30 – 12 Noon

Activities: Breakfast and Keynote Speaker – “Heather Thomson” from “13 Ways Inc.”

Cost: Tickets \$10 per person / available through Morinville Chamber – click link on poster (poster attached)

STRATEGIC ALIGNMENT (Councils Strategic Plan 2022-2026)

Priority #1: Economy

- The Town of Bon Accord is committed to achieving steady growth through residential, commercial, and industrial development.

Priority #5: Collaboration

- The Town of Bon Accord has strong, sustainable relationships to enhance municipal programs and service

COSTS/SOURCES OF FUNDING

Event contribution (TBA): Grant funding (\$4400) has been received from the Provincial Government to offset major costs. Maximum contribution from each partner is \$1500 or less (to be determined after event). This event is included in the current budget.

Cost to Attend: \$10 per Council member plus mileage and per diems for attendance

RECOMMENDED ACTION (by originator)

Choose one of the following actions:

1. THAT Council accepts this report as information and directs administration to register _____ (list names of Council members) to attend the “Mighty Business Breakfast Bash” event held on Friday, October 14/22.
2. THAT Council directs administration to...

Celebrating Our Regional Businesses

MIGHTY BUSINESS BREAKFAST BASH 2022

JOIN US IN CELEBRATING OUR
SMALL BUSINESS COMMUNITIES!



KEYNOTE PRESENTATION

HEATHER THOMSON
Executive Director - Alberta School of Business
Consumer and Community Behaviour Expert - 13 Ways Inc.

The way people consume goods and services has changed. This is a good thing. The retail industry was long overdue for a fundamental change like this. If people and businesses are prepared to adapt and evolve, the future of retail is looking profitable and prosperous.

FRIDAY, OCTOBER 14, 2022

7:30am > 12pm

GIBBONS COMMUNITY CULTURAL CENTRE

5115 51 Street, Gibbons, AB

TICKETS \$10

Get yours at

www.morinvillechamber.com

Come for breakfast, keynote presentation
with Heather Thomson and resources and networking!



TOWN OF BON ACCORD
REQUEST FOR DECISION

Meeting:	Regular Meeting of Council
Meeting Date:	October 4, 2022
Presented by:	Jodi Brown, Town Manager
Title:	Federal Electoral Boundary Change
Agenda Item No.	7.4

BACKGROUND/PROPOSAL

The Canadian Constitution requires a readjustment of the total number of members of the House of Commons and of each province following each decennial census.

Due to population changes in Alberta, an increase in the total number of seats from 34 to 37 is required.

A timeline of the redistribution process is attached.

For more information see the document “Federal Electoral Districts Redistribution 2022” available here https://redcoupage-redistribution-2022.ca/com/ab/prop/ab_prop_e.pdf.

The Town of Redwater has reached out to regional municipalities to seek support in their efforts to oppose the proposed riding changes.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The Town of Bon Accord and Redwater are currently part of the Sturgeon River - Parkland constituency (see the attached map of current electoral boundaries).

As per the new proposed electoral boundaries, the Town of Bon Accord will remain in the Sturgeon River riding while the Town of Redwater will be in the Lakeland riding. (See the attached map of proposed electoral boundaries.)

The Mayor of Redwater presented a report to the Commission overseeing the proposed electoral changes expressing their opposition based on the enclosed report which will be submitted to the Commission.

Council may choose to submit a letter of support for the Town of Redwater to remain in the Sturgeon River electoral riding.

STRATEGIC ALIGNMENT

Value Statement: Collaboration

- Discussion is welcome from all levels of government, neighbouring municipalities, residents and businesses in the Town, the place we call home.

COSTS/SOURCES OF FUNDING

N/A

RECOMMENDED ACTION (by originator)

Choose one of the following options:

1. THAT Council direct administration to draft a letter of support for the Town of Redwater to remain in the Sturgeon River electoral riding and forward the letter to the Town of Redwater to include with their submission to the Commission.
2. THAT Council direct administration to...

Timeline



[Home](#) [Resource Centre](#) [Electoral Districts](#) [Redistribution of Federal Electoral Districts 2022](#)
Timeline for the Redistribution of Federal Electoral Districts – Elections Canada

Timeline for the Redistribution of Federal Electoral Districts – Elections Canada

Below you will find the main steps in the redistribution of federal electoral districts, as set out in the *Electoral Boundaries Readjustment Act* (the Act, EBRA). Interventions of the Speaker of the House of Commons are highlighted in bold. Please note that the timeline does not reflect additional time limits that may be granted to commissions to complete their reports, nor extensions of time limits that may result from the parliamentary calendar.

Preliminary Steps

Steps	Summary and References to the EBRA	EBRA Deadline	Timeline
1. Allocation of seats	<i>(section 12.1 and subsection 14(1))</i> The Chief Electoral Officer (CEO) is required to calculate the number of seats allocated to each province, using the July 1, 2021, population estimates and a formula set out in section 51 of the <i>Constitution Act, 1867</i> . The results are published in the <i>Canada Gazette</i> .	After the receipt of the population estimates from Statistics Canada	October 16, 2021
1.1 Allocation of seats	<i>(An Act to amend the Constitution Act, 1867 (electoral representation))</i> Parliament amended the Representation Formula at subsection 51(1) of the Constitution Act, 1867 on June 23, 2022. The CEO had to re-calculate the number of seats allocated to each province using the population estimate for July 1, 2021, and the new Representation Formula. Only Quebec's commission was affected. The new calculation has also been published in the <i>Canada Gazette</i> .	As soon as feasible after the day on which Bill C-14 comes into force	July 9, 2022
2. Establishment	<i>(sections 3 to 8)</i> A three-member commission is established in each	The sooner of the following:	Proclamation made on

<p>of commissions</p>	<p>province by the Governor-in-Council, and a notice to that effect was published in the <i>Canada Gazette</i>. The chair of each commission is appointed by the provincial chief justice, while members are appointed by the Speaker of the House of Commons.</p>	<ul style="list-style-type: none"> • within six months of the first day of the month the decennial census was taken • within 60 days after publication of the census 	<p>November 1, 2021</p>
<p>3. Publication of census data</p>	<p>(<i>subsection 13(1)</i>) The Chief Statistician released the population data for each province, broken down by electoral district. The data is provided to the CEO and the Minister designated for the purposes of the Act.</p> <p>Each commission receives the census population numbers for its province from the CEO. (<i>paragraph 13(2)(a)</i>)</p>	<p>As soon as possible following the decennial census</p>	<p><u>February 9, 2022</u></p>

The process of readjusting the federal electoral boundaries begins

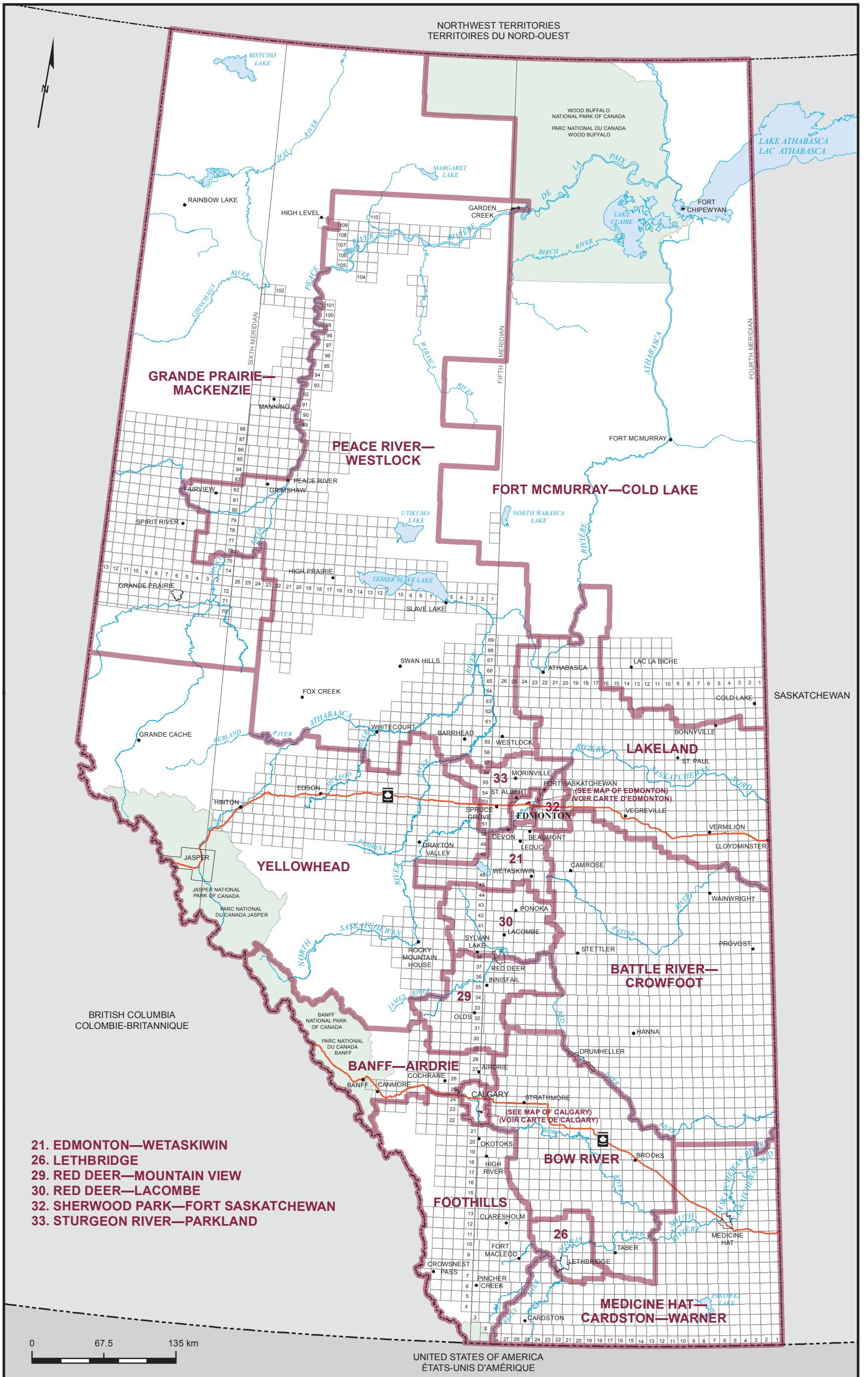
Steps	Summary and References to the EBRA	EBRA Deadline	Expected Timeline
<p>4. Publication of commission proposals</p>	<p>(<i>section 19</i>) Each commission develops a boundary proposal for its province. It is published in the Canada Gazette and at least one newspaper of general circulation and includes the time and place of public hearings.</p> <p>(<i>An Act to amend the Constitution Act, 1867 (electoral representation)</i>) Parliament amended the Representation Formula on June 23, 2022, and Quebec now has 78 MPs instead of 77 MPs. The legislation resets the starting point of the 10-month deadline for Quebec's commission to complete their report to July 9, 2022, on which the new</p>	<p>As soon as possible following receipt of census population data (step 3)</p>	<p>April-August 2022</p>

	calculation of the CEO is published in the <i>Canada Gazette</i> .		
5. Public hearings	(<i>section 19</i>) Each commission must hold at least one public hearing.	At least 30 days after the publication of its proposal	May-October 2022
	(<i>section 19</i>) Members of the public notify the commission if they want to make a presentation at a public hearing. Members of Parliament (MPs) may also make presentations at these hearings.	Within 23 days after the publication of proposals	
6. Completion of the report	<p>(<i>section 20</i>) Each commission finalizes its report on the new electoral districts.</p> <p>(<i>section 21</i>) The report is sent to the Speaker of the House of Commons through the CEO, where it is tabled and referred to a designated parliamentary committee (The House of Commons Standing Committee on Procedure and House Affairs).</p> <p>Note: If Parliament is not in session when the Speaker receives the report, the Speaker is required to publish the report in the <i>Canada Gazette</i> and send it by mail to each member of the House of Commons for that province.</p>	<p>No later than 10 months after receipt of the census population data (step 3)</p> <p><i>The CEO may grant up to a two-month extension.</i></p>	<p>October-December 2022</p> <p><i>If a commission has not requested more time</i></p>
7. Objections from MPs	(<i>section 22</i>) MPs file written objections to a report with the designated parliamentary committee. Objections must be signed by at least 10 MPs.	Within 30 days after referral to the committee or 30 days after publication in the <i>Canada Gazette</i>	October 2022-February 2023
	(<i>section 22</i>) The designated committee considers the objections. The report is then returned to the commission through the Speaker of the House of Commons and then to the CEO, with	Within 30 days (when Parliament is sitting) after expiration of the	November 2022-May 2023

Appendix A - Electoral Boundary Review Timeline	a copy of the objections and the minutes of the committee.	date for objections <i>The committee may request more time.</i>	
8. Commissions consider objections	<i>(section 23)</i> The commission considers and disposes of the objections and submits its final report to the Speaker of the House of Commons through the CEO.	Within 30 days of receipt of objections	January-June 2023
9. Representation Order	<i>(section 24)</i> The CEO drafts the Representation Order, which describes the electoral districts established by the commissions, and sends it to the Minister responsible for the <i>EBRA</i> . However, the <i>Act to amend the Constitution Act, 1867 (electoral representation)</i> requires two <i>Representation Orders</i> for this round of redistribution in the 2020s: one for Quebec and one for the other nine provinces. These orders would not necessarily be drafted at the same time, in light of the additional time given to Quebec's commission to complete its report.	None	September 2023
	<i>(section 25)</i> The new <i>Representation Order</i> is declared to be in force by proclamation of the Governor-in-Council.	Within five days of receipt of the representation order by the Minister responsible for EBRA	
	<i>(section 26)</i> The representation order and the proclamation are published in the <i>Canada Gazette</i> .	No later than five days after the issue of the proclamation	

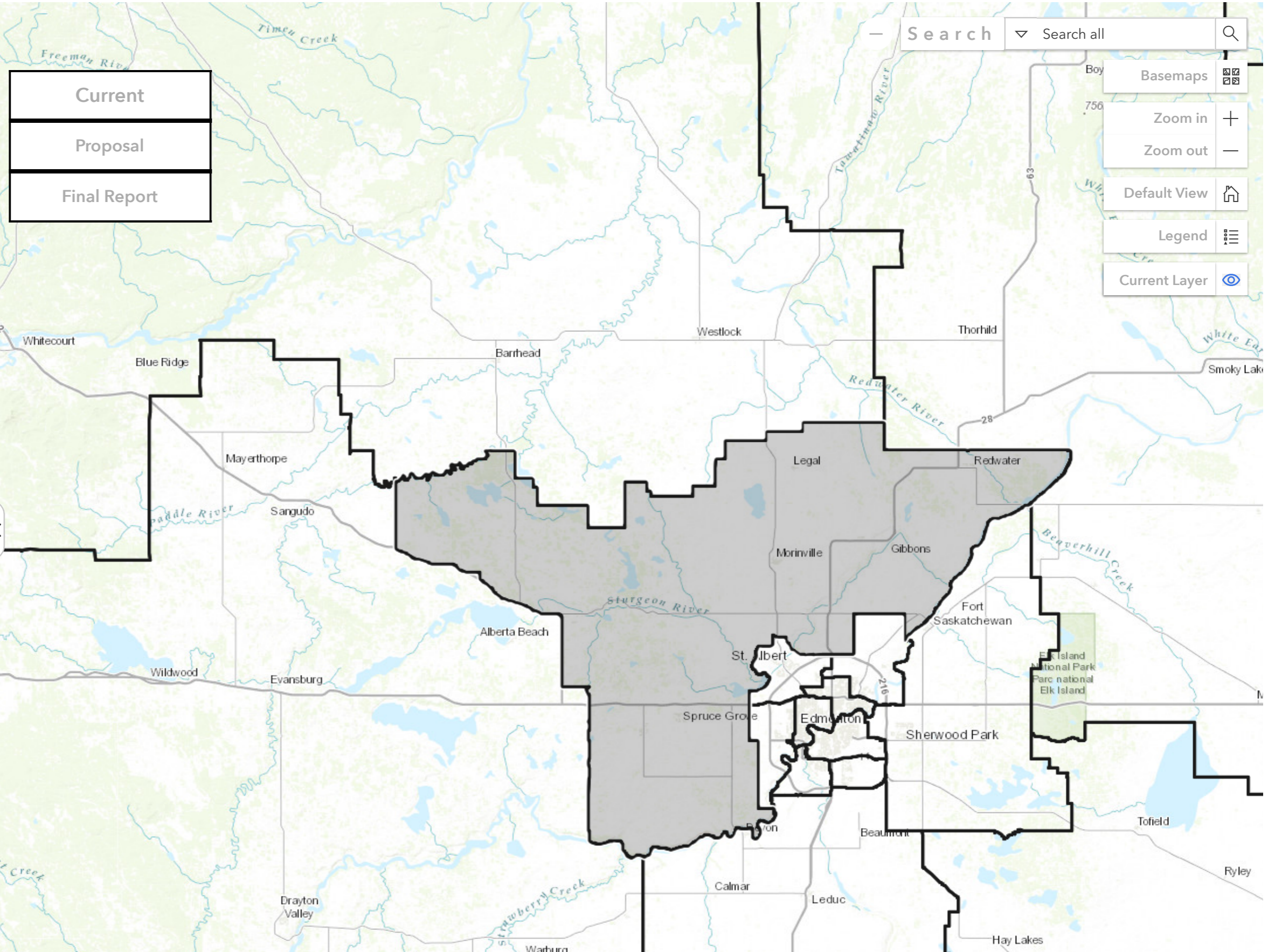
Steps	Summary and References to EBRA	EBRA Deadline	Expected Timeline
<p>10. Boundaries established</p>	<p>(section 25) The new boundary limits become effective on the first dissolution of Parliament that occurs at least seven months after the date of proclamation.</p> <p>This period gives Elections Canada, political parties, candidates and sitting MPs the time to prepare for the next general election (e.g., hire or reappoint returning officers, adjust the National Register of Electors, or reorganize electoral district associations).</p>	<p><i>Act to amend the Constitution Act, 1867 (electoral representation)</i></p> <p>On the first dissolution of Parliament that occurs at least seven months after the day the new Representation Order for the nine provinces is proclaimed.</p> <p>On the first dissolution of Parliament that occurs at least seven months after the day the new Representation Order for Québec is proclaimed.</p>	<p>Earliest in April 2024</p>

Current Boundaries





Choose another district



- Current
- Proposal
- Final Report

Districts visible on the map

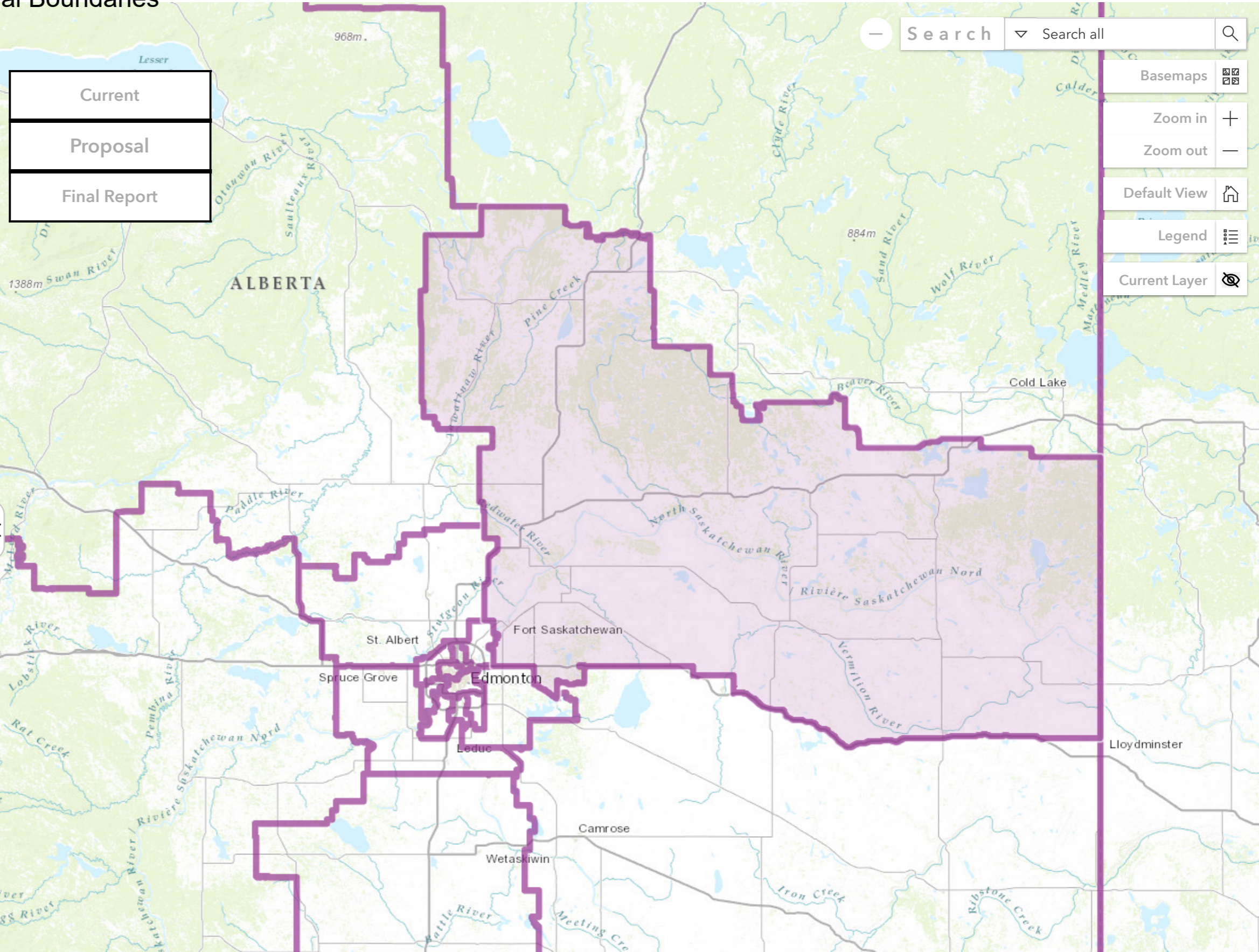
- Battle River--Crowfoot
- Edmonton Centre
- Edmonton Griesbach
- Edmonton Manning
- Edmonton Mill Woods
- Edmonton Riverbend
- Edmonton Strathcona
- Edmonton West
- Edmonton--Wetaskiwin
- Fort McMurray--Cold Lake
- Lakeland
- Peace River--Westlock
- Sherwood Park--Fort Saskatchewan
- St. Albert--Edmonton
- Sturgeon River--Parkland
- Yellowhead

Proposed Boundaries

Appendix C - Proposed Electoral Boundaries



[Choose another district](#)

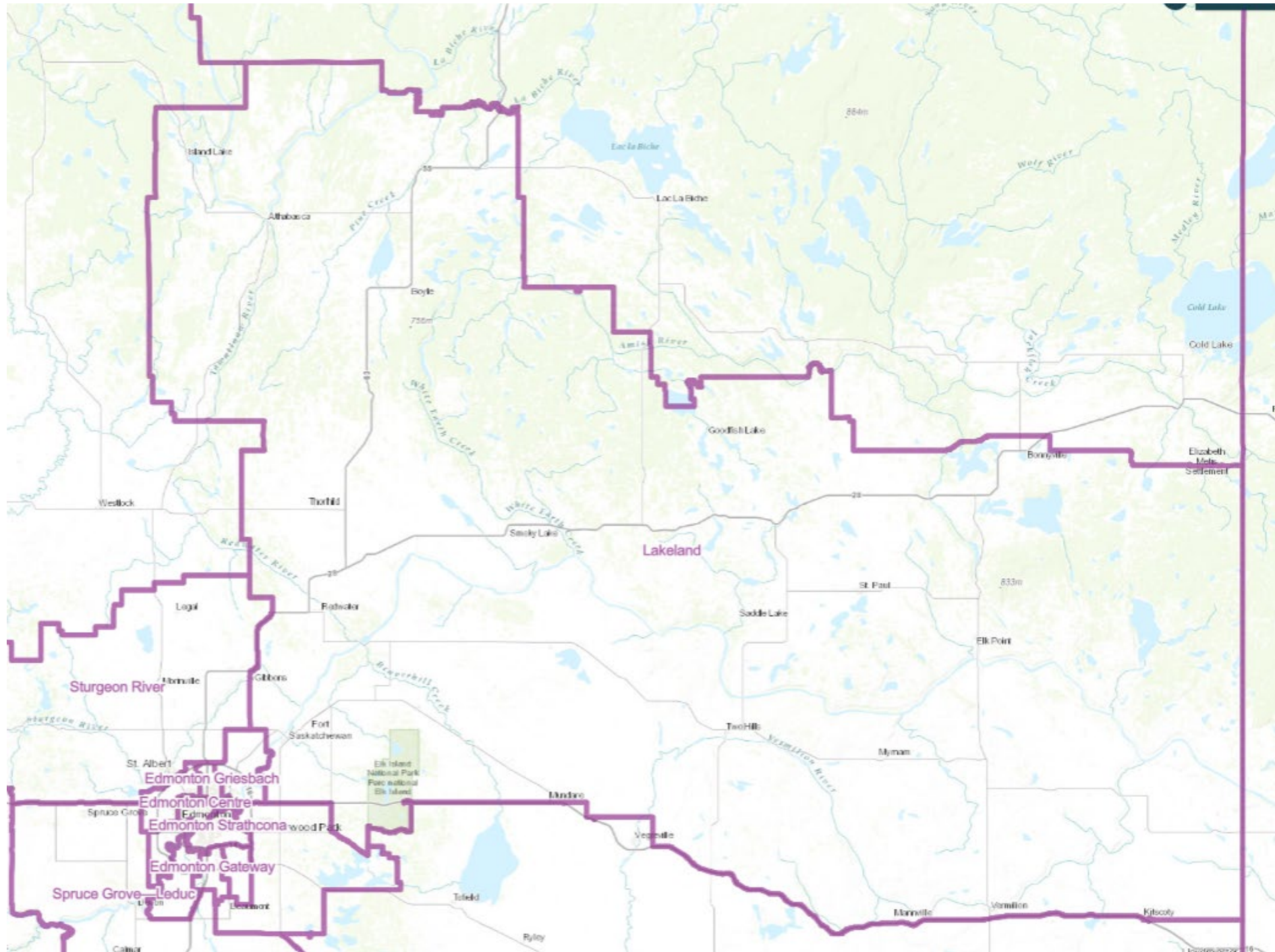


- Current
- Proposal
- Final Report

Districts visible on the map

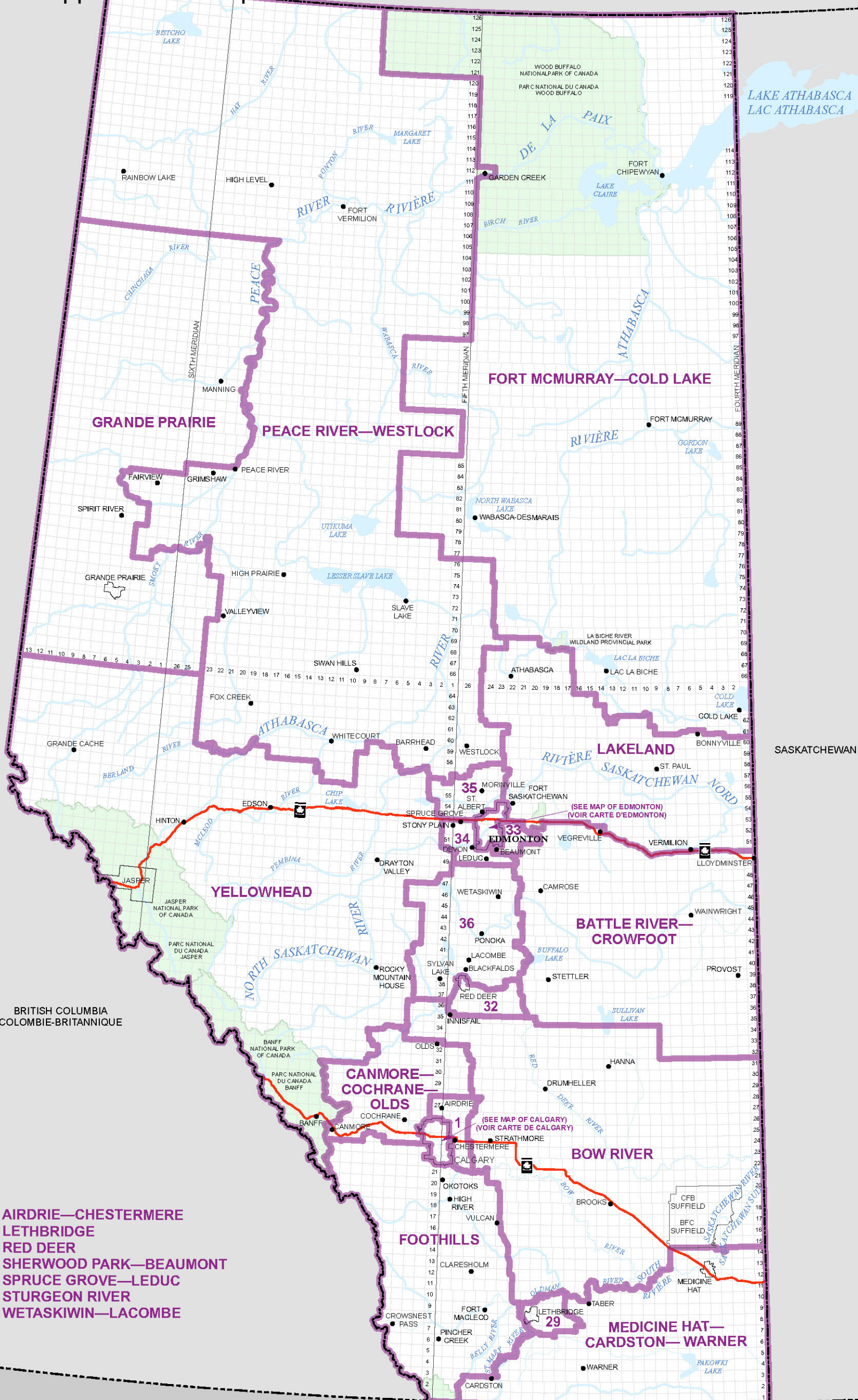
- Battle River–Crowfoot
- Edmonton Centre
- Edmonton Gateway
- Edmonton Griesbach
- Edmonton Manning
- Edmonton Mill Woods
- Edmonton Riverbend
- Edmonton Strathcona
- Edmonton West
- Edmonton Winterburn
- Fort McMurray–Cold Lake
- Lakeland
- Peace River–Westlock
- Sherwood Park–Beaumont
- Spruce Grove–Leduc
- Sturgeon River
- Wetaskiwin–Lacombe
- Yellowhead

Appendix C - Proposed Electoral Boundaries



Appendix C Proposed Electoral Boundaries

NORTHWEST TERRITORIES
TERRITOIRES DU NORD-OUEST



0 70 140 km

UNITED STATES OF AMERICA
ÉTATS-UNIS D'AMÉRIQUE

Report to Commissioner



REPORT TO COUNCIL

Meeting:	Committee of the Whole
Meeting Date:	September 27, 2022
Presented By:	Ken Van Buul, Chief Administrative Officer
Title:	Election Boundary Redistribution Public Hearing
Confidential:	Open Session

PURPOSE

To present a report outlining Redwater's response submitted to the Alberta Federal Elections Commission Public Hearing on September 14, 2022

RECOMMENDATION

N/A

BACKGROUND

At the June 28th, 2022 Committee of the Whole meeting the proposed changes were discussed.

On Sept. 14, 2022 Mayor McRae attended the Public Hearing on the proposed changes to speak on the items discussed, during Committee of the Whole, and it's possible effects on the Town of Redwater.

DISCUSSION

Introduction

The Constitution of Canada requires that federal electoral districts be reviewed every 10 years and change to reflect changes in Canada's provincial populations. The current federal redistribution process began in October 2021 and is led by independent commissions working separately in each province to establish electoral boundaries. The Chief Electoral Officer is tasked with applying the representation formula found in the Constitution to determine the new allocation of seats. Elections Canada is also responsible for providing administrative and technical support to the commissions.

(Appendix A electoral boundary review timelines)

Currently the Town of Redwater resides in the Sturgeon River Parkland riding. (Appendix B Current electoral map for Sturgeon River Parkland. Under the proposed changes The Town of Redwater would move to a new riding Lakeland which includes the City of Fort Saskatchewan, and the Towns of Athabasca Bonnyville, Bruderheim Elk Point, Gibbons, Lamont, Mundare Smoky Lake, St Paul, two Hills and Vermillion. (Appendix C proposed electoral boundary)

The Town of Redwater reached out to the surrounding Municipalities for their reaction to the proposed changes. The reaction has ranged from indifferent to mildly positive. Sturgeon County has had the most in-depth comments. Basically, the County is moving

forward under the belief that splitting the County and having 2 MPs to represent the County will be beneficial. Comments from the other municipalities were not available

For The Town of Redwater there is no opportunity to move in this direction as our population does not warrant splitting the community with representation from 2 MP's. If we follow the rationale of Sturgeon County there may be some benefit to having 2 MP's represent Sturgeon County as the economic base of the Industrial Heartland is situated in the East part of the County in close proximity to the Town of Redwater. Following this logic, a little further the splitting of the Industrial Heartland within several Federal ridings may present an opportunity for more voices in Parliament pushing for economic development of this area, which at least in theory would benefit the Town of Redwater.

The biggest negative effect of the proposed boundary change lies in the disruption of the natural political, geographic and economic trading boundaries that are present in the current riding boundaries. Current Boundaries encompass not only the entire area of Sturgeon County but also includes our closest municipal neighbors of Gibbons, Bon Accord and to a lesser degree Morinville and Legal. This trading area is not only linked geographically but they are also linked economically and politically as a distinct trading area.

The current riding also has a large geographic base. On first look, it would appear, that moving geographically to a riding that is focused more Easterly would make sense. What this does is totally ignore the political and economic realities of being located close to a major urban centre like Edmonton. The Edmonton Metro Region Board (EMRB) has a major political and economic impact that areas further East and North simply do not have. The effects of this Board on not only the sitting member municipalities (13); but the entire region, is one that should not be ignored when drawing new Federal riding boundaries

In addition to this, it is difficult to understand the Alberta Commission statement in the report that "the commission is satisfied that all proposed electoral districts can be effectively represented". This statement is highly subjective and the issue with effective representation is one that has three (3) major aspects to it.

The first is that geographic distance is one barrier to effective representation. It is common for an MP to want to visit as much of his/her riding as one can given the limit time away from parliamentary duties. Travelling distance is a significant barrier to being able to accomplish this. Although Lakeland is not the largest geographical riding in Alberta (let alone Canada) the travel required is significant and given the disproportionate population from Urban to rural it is difficult to imagine a single MP being able to regularly visit all areas of the riding equitably.

The second aspect of being able to effectively represent a riding is having issue that are relatively common to the area. Redwater is in close proximity to the Industrial Heartland. This designated Industrial Zone is a unique feature Alberta's economic engine and one that deserves a significant voice in Federal Parliament. Splitting this

riding with a diverse economy such as the heavy industrial heartland the agriculture of further East puts in jeopardy the ability to effectively represent the entire riding.

The third and maybe the most important is politically. Understanding that federally there is little concern for provincial boundaries and provincial priorities; there must at the very least be an acknowledgment of same. As mentioned earlier the Edmonton Metro Region Board has a major impact on this political reality in the region. This impact affects a very small geographic region of the new Lakeland riding. However, the impact of this Board on this region is significant and is being taken away from the larger area that previously was represented by one MP. The current Sturgeon River parkland Riding carries an area east north and west of Edmonton giving the MP a significant voice and understanding of political and economic impact of the EMRB

Conclusion

The shifting of riding boundaries is complex and guided by set rules as outlined in Canadas Constitution. In a province such as Alberta where there is a large gap between urban and rural areas and population distribution is urban based. It is difficult to come up with ridings that everyone can agree on. The legal requirements of riding makeup dictate that large geographical ridings will be a fixture in less densely populated areas of our Country.

On balance the proposed ridings are not terrible and have some advantages for the area including having more MPs involved in the Industrial Heartland discussion at the federal level. This advantage is also a disadvantage as the MP for this area will be pulled in different directions. The vast geographic expanse of the new Lakeland riding will pull an MPs focus in different areas with different economic priorities, thus in effect having the voice for the Industrial Heartland “watered down” with other potentially competing priorities.

Although not perfect; on balance, the current riding of Sturgeon River Parkland is better suited to meeting the expectations and giving any MP a stronger voice for the area and a better ability to “effectively represent” the people of the riding. Any Riding boundary changes would best be served by acknowledging and taking steps to ensure the Political and economic ties of the Edmonton, the EMRB and the Alberta Industrial Heartland designated industrial zone are reflected in any new boundary ridings.

FINANCIAL IMPLICATIONS

At this time it is unknown the effect the proposed federal electoral boundaries would potentially have on the Town of Redwater, although, it does raise the question if an MP could “effectively represent” the people in the riding that covers a large geographical area and large variety of differing economical priorities.

INTERNAL IMPACTS

Unknown at this time.

EXTERNAL IMPACTS

Unknown at this time

STRATEGIC ALIGNMENT

Community Beautification: We will actively foster Town beautification embracing the Town's history and pride in community.

Community Sustainability: We embrace community sustainability focusing on well maintained and planned infrastructure, effective financial stewardship and excellence in service delivery.

While unknown at this time, the proposed changes would potentially effect many aspects that affect the community sustainability.

✓ Connected Communities: We embrace connected communities by welcoming partnerships, fostering communication and pursuing healthy public engagement.

By reaching out to our neighbours to include response we have ensured a robust response was prepared and continued to foster positive partnerships and communications with our regional partners.

✓ Economic Growth: We will pursue a healthy economy focusing on our potential in tourism, local business promotion and governance partnerships with business.

While unknown at this time, the proposed changes would potentially effect many aspects that affect the Economic Growth.

✓ Good Governance: We actively pursue and embrace good governance and integrity by being accountable, responsible, transparent, focusing on the overall good of the community.

We are ensuring good governance by actively participating in engagement options for proposed Federal Changes that effect our community.

Service Excellence: We proactively consider service delivery, focusing on doing the right things well, understanding core versus value-added services and communicating what we do.

RELEVANT LEGISLATION, STANDARDS, POLICIES OR PLANS

Canadian Constitution

COMMUNICATION PLAN

N/A

ATTACHMENTS

Appendix A – Electoral Boundary Review Timelines

Appendix B – Current Electoral Maps

Appendix C – Proposed Electoral Boundaries

Prepared By	Ken Van Buul, Chief Administrative Officer	Date:	September 14, 2022
Reviewed By		Date:	
Approved By	Ken Van Buul, Chief Administrative Officer	Date:	September 14, 2022

TOWN OF BON ACCORD
REQUEST FOR DECISION

Meeting:	Regular Meeting of Council
Meeting Date:	October 4, 2022
Presented by:	Jodi Brown, Town Manager
Title:	Sturgeon Region Partnership Committee
Agenda Item No.	7.5

BACKGROUND/PROPOSAL

During the Sturgeon Region Partnership (SRP) meeting held on September 15th, 2022, the following requests were made of the regional partner municipalities:

1. A resolution to continue or not continue the SRP Committee
2. If continuing, to provide any suggested revisions of the Terms of Reference (enclosed for reference)

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

It is important to seek out every opportunity to work with our regional partners to deliver enhanced services and potentially at reduced cost, to our residents.

Administration recommends continuing and revitalizing the SRP Committee to help foster regional partnerships for the benefit of our community.

The only recommended change to the Terms of Reference is clarification that bi-monthly meetings is defined as every two months as opposed to twice monthly. Further, consideration for quarterly meetings (every 3 months) may be sufficient.

In order to reinforce our commitment to working together with our regional partners, Bon Accord may want to consider acting as the Managing Partner for the SRP Committee.

STRATEGIC ALIGNMENT

Value Statement: Collaboration

- Discussion is welcome from all levels of government, neighbouring municipalities, residents and businesses in the Town, the place we call home.

Value Statement: Stewardship

- Administration and Council embody the responsible planning and management of our resources.

Value Statement: Service Excellence

- Administration and Council strive for the highest standard of service delivery and governance.

Priority # 5 Collaboration

- The Town of Bon Accord has strong, sustainable relationships to enhance municipal programs and services.

COSTS/SOURCES OF FUNDING

Per diem and travel costs (within the region)

RECOMMENDED ACTION (by originator)

Choose one of the following actions:

1. THAT Council direct administration to notify the Sturgeon Region Partnership that Bon Accord is in favor of revitalizing and continuing the SRP Committee and further that the Terms of Reference should be amended to clarify that meetings will be held every two months or quarterly.
2. That Council direct administration to....

Sturgeon Regional Partnership Committee

Terms of Reference

Committee Purpose

The Sturgeon Regional Partnership Committee is as an advisory board to the member municipalities that will provide recommendations to each of the six participating councils for their consideration. The Committee is not intended to replace the local decision making process, rather to enhance the process relative to issues of a regional nature by:

- ✧ Supporting local autonomy while emphasizing that local goals can often best be achieved through regional cooperative efforts
- ✧ Exploring opportunities to improve the delivery of service to residents in the region through cooperative efforts
- ✧ Helping members work cooperatively to improve the delivery of municipal services
- ✧ Encouraging regional thinking in the context of some local decision making
- ✧ Supporting the mutual benefits of all or the majority of the members
- ✧ Promoting regional prosperity through cooperative efforts
- ✧ Promoting and fostering organizational efficiency and effectiveness to achieve results without the creation of unnecessary bureaucracy, infrastructure, policies or processes, while at the same time respecting individual municipal needs, requirements and related policies
- ✧ Fostering effective and enhanced communication among members
- ✧ Providing a collective voice to provincial and federal governments according to an agreed protocol
- ✧ Supporting a consensus based decision-making process
- ✧ Securing funding through available provincial and federal grants that will enable the membership

Committee Membership

The Committee shall consist of the Mayor or designates from member municipalities:

- ✧ Sturgeon County
- ✧ Town of Bon Accord
- ✧ Town of Gibbons
- ✧ Town of Legal
- ✧ Town of Morinville
- ✧ Town of Redwater

Each member municipality is also encouraged to have a member of their administration attend who will sit as an ex-officio member of the committee and may take part in discussions, but cannot vote on any matter unless authorized as the representative of Council

Voting Members

As an advisory board to the member municipalities, there will be the Mayor or designate from each member municipality.

Meetings of Membership

The Committee shall meet bi-monthly, unless the committee membership agrees to meet more frequently.

Quorum

For all purposes a quorum of the Committee shall be five municipalities of the six member municipalities.

Officers

The officers of the Sturgeon Regional Partnership Committee shall consist of a Chair, a Vice-Chair and Secretary

➤ Chair

The Chair shall be appointed at the first meeting of the Committee following the annual organizational meetings of the member municipalities and will sit for a term of one year. The Chair will rotate through the members of the Committee based on the following rotation:

- Town of Redwater
- Sturgeon County
- Town of Bon Accord
- Town of Gibbons
- Town of Legal
- Town of Morinville

The Chair will chair all meetings of the Committee and shall at all reasonable times give to the Members, or any of them, all information they may require regarding the affairs of the Committee.

➤ Vice Chair

The Vice-Chair shall be appointed at the first meeting of the Committee following the annual organizational meetings of the member municipalities and will sit for a term of one year. The Vice-Chair will be from the member community that will serve as Chair in the following year. The Vice-Chair shall preside over Committee meetings in the absence of the Chairman

➤ Secretary

The Secretary shall be appointed at the first meeting of the Committee following the annual organizational meetings of the member municipalities and will sit for a term of one year. The Secretary will be responsible for the keeping of the minutes for the Committee.

Managing Partner

For purposes of the securing funding and maintaining the financial records and minute books, the Committee will appoint one of the member municipalities as the Managing Partner. The Chief Administrative Officer, or designate, of the managing partner will attend all committee meetings to provide administrative support to the Committee.

Consensus Decision Making

Decisions shall be made by consensus wherever possible. In the event a vote is required, a motion shall be made by one of the members and a simple majority of those in attendance at any Committee meeting will result in the motion being carried.

Agenda Items

The agenda will be developed by the Chair in consultation with the CAO of the managing partner. Items on the agenda will be of regional perspective with the potential for regional benefit. A municipal council may, by resolution, request that an item of a regional nature be placed on the agenda. The Sturgeon Regional Partnership Committee may also deal with emergent items of a regional nature that are deemed by the Committee to be of benefit to two or more members. The Chair will endeavour to circulate the agenda to the municipal representative one week in advance of the committee meeting.

Sub-Committees

From time to time the Sturgeon Regional Partnership Committee may appoint sub-committees to undertake a task and report back to the whole committee.

**TOWN OF BON ACCORD
REQUEST FOR DECISION**

Meeting:	Regular Meeting of Council
Meeting Date:	October 4, 2022
Presented by:	Falon Fayant, Corporate Services Manager
Title:	ATCO Franchise Fees
Agenda Item No.	7.6

BACKGROUND/PROPOSAL

The Town of Bon Accord received communication from ATCO regarding the franchise fees for 2023. Please see the attached letter. The franchise fee is collected from customers in the community based on a percentage of the Delivery Tariff in the Town. Currently, this percentage is 23%.

ATCO is forecasting \$426,247 of Delivery Tariff revenue for 2023. Therefore, the Town's forecasted franchise fee revenue for 2023 is \$98,037. ($\$426,247 \times 23\%$)

ATCO must receive any requests to change the franchise fee in writing by November 1, 2022.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

At the September 21, 2021, Regular Meeting of Council:

DEPUTY MAYOR MAY MOVED THAT Council decreases the percentage in franchise fees to 23% for 2022.

IN FAVOUR: Mayor Mosychuk, Deputy Mayor May, Councillor Holden
OPPOSED: Councillor Bidney Resolution #21-300

Previously, the franchise fee was 25%.

Keeping the franchise fee at 23% will allow for continuity of revenue for the Town. The Town should consider utilizing all revenue sources in the best way possible to take advantage of the diversification. Lowering the franchise fee revenue could result in having to increase taxes, decrease transfers to reserves, or decrease service levels to compensate for the lost revenue.

Increasing the franchise fee will add financial impact to residents and is not recommended at this time.

STRATEGIC ALIGNMENT

Value Statement: Stewardship

- Administration and Council embody the responsible planning and management of our resources.

Priority #3: Infrastructure

- The Town of Bon Accord is maintaining and improving all infrastructure in a fiscally responsible manner.

COSTS/SOURCES OF FUNDING

Annual budget.

RECOMMENDED ACTION (by originator)

Choose one of the following actions:

1. THAT Council supports no change of ATCO franchise fees for 2023.
2. THAT Council directs administration to..

August 26, 2022

Town of Bon Accord
PO Box 779
Bon Accord, AB T0A 0K0

Attention: Ms. Jodi Brown, Chief Administrative Officer

RE: ATCO Gas and Pipelines Ltd. Franchise Agreement

Pursuant to our franchise agreement, your municipality has the option to change the franchise fee percentage in 2023. A request to change the franchise fee must be received by ATCO Gas in writing prior to November 1, 2022. If you are considering changing the franchise fee in 2023, please contact us as soon as possible to begin the process.

As you are aware, ATCO Gas pays the Town of Bon Accord a franchise fee. The franchise fee is collected from customers in the community based on a percentage of our Delivery Tariff. In the Town of Bon Accord, this percentage is 23.00%.

In 2021, our Delivery Tariff revenue in the Town of Bon Accord was \$339,848. Our forecast Delivery Tariff revenue for 2023 is \$426,247. Therefore, based on the current franchise fee percentage, your forecast 2023 franchise fee revenue would be \$98,037.

We trust you will find this information useful, and, if you have any questions or require anything further, please do not hesitate to contact me at Paul.Delano@atco.com.

Yours truly,



Paul Delano
Manager, Edmonton
ATCO Natural Gas Division

**TOWN OF BON ACCORD
REQUEST FOR DECISION**

Meeting:	Regular Meeting of Council
Meeting Date:	October 4, 2022
Presented by:	Falon Fayant, Corporate Services Manager
Title:	Fortis Franchise Agreement
Agenda Item No.	7.7

BACKGROUND/PROPOSAL

The franchise agreement between Fortis and the Town of Bon Accord will expire on June 30, 2023. Fortis has sent a letter indicating their intention to renew the agreement for the first subsequent term of five years from July 1, 2023, to June 30, 2028.

Fortis Alberta provides exclusive safe and reliable power distribution services to the community, including streetlights. As per the agreement, Fortis pays a franchise fee of up to 20% of their distribution tariff revenues.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

The Town of Bon Accord passed Bylaw 2013-03 on June 7, 2013, to execute the franchise agreement with Fortis. This agreement was approved by the Alberta Utilities Commission.

The initial term of the agreement was ten (10) years from July 1, 2013, to June 30, 2023. The agreement can be extended by a first subsequent term of five (5) years from July 1, 2023, to June 30, 2028 followed by a second subsequent term of five (5) years from July 1, 2028 to June 30, 2033.

Attached to this RFD is the renewal letter and additional franchise renewal information as well as Bylaw 2013-03 and the original agreement.

STRATEGIC ALIGNMENT

Value Statement: Stewardship

- Administration and Council embody the responsible planning and management of our resources.

Value Statement: Collaboration

- Discussion is welcome from all levels of government, neighbouring municipalities, residents and business in the Town, the place we call home.

Priority #3: Infrastructure

- The Town of Bon Accord is maintaining and improving all infrastructure in a fiscally responsible manner.

COSTS/SOURCES OF FUNDING

Annual budget.

RECOMMENDED ACTION (by originator)

Choose one of the following actions:

1. THAT Council directs administration to renew the agreement with Fortis Alberta for the first subsequent term.
2. THAT Council directs administration to...

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT RENEWAL



May 24, 2022

Town of Bon Accord
Box 779
Bon Accord, AB T0A 0K0

Attention: Jodi Brown, Chief Administrative Officer

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

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

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

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

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

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

Acknowledged and agreed to renew:

Signature:

Name:

Title:

Date:

**ELECTRIC DISTRIBUTION SYSTEM
FRANCHISE AGREEMENT RENEWAL**



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

Sincerely,

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

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

Town of Bon Accord – Franchise Agreement Renewal

Franchise Details:

- The Town of Bon Accord gave third reading and passed BYLAW NO. 2013-03, on June 7, 2013, to enter into the Franchise Agreement.
- The Alberta Utilities Commission (AUC) approved the Franchise Agreement between The Town of Bon Accord and FortisAlberta Inc.
- The current approved Franchise Agreement was effective July 1, 2013, with a term of 20 years:

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

Renewal and Next Steps:

Clause 3, from the franchise agreement regarding expiry and renewal states:

3) EXPIRY AND RENEWAL OF AGREEMENT

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

This requires:

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

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

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

BYLAW NO. 2013-03

TOWN OF BON ACCORD, IN THE PROVINCE OF ALBERTA

related to the

**ELECTRIC DISTRIBUTION SYSTEM
FRANCHISE AGREEMENT**

**Municipal Bylaw
BYLAW NO. 2013-03
OF THE TOWN OF BON ACCORD, IN THE
PROVINCE OF ALBERTA (the "Municipality")**

A Bylaw of the Municipality to authorize the Mayor and the Chief Administrative Officer to enter into an agreement granting FortisAlberta Inc. (the "**Company**"), the right to provide distribution access services within the Municipality.

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

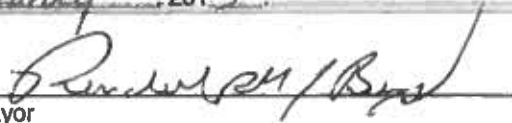
WHEREAS the Council of the Municipality and the Company have agreed to enter into an Electric Distribution System Franchise Agreement (the "**Agreement**"), in the form annexed hereto;

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

NOW THEREFORE the Council of the Municipality enacts as follows:

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

Read a First time in Council assembled this 5 day of February, 2013.



Mayor



Chief Administrative Officer

Read a Second time in Council assembled this 7 day of JUNE, 2013.




Mayor




Chief Administrative Officer

Read a Third time in Council assembled and Passed this 7 day of JUNE, 2013.



Mayor



Chief Administrative Officer

(seal)

This is Schedule "A" referred to in the attached Bylaw No. 2013-03 of the Town of Bon Accord

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

TOWN OF BON ACCORD

- AND -

FORTISALBERTA INC.

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ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

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

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS:

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

NOW THEREFORE:

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

1) DEFINITIONS AND INTERPRETATION

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

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

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

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

2) TERM

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

- a) 1ST day of July, 2013 or
- b) the first day after both of the following have occurred:
 - i) Commission approval of this Agreement; and
 - ii) the Municipality having passed third reading of the applicable adopting bylaw 2013-03

3) EXPIRY AND RENEWAL OF AGREEMENT

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

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

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

4) GRANT OF FRANCHISE

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

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

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

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

b) The Company agrees to:

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

5) FRANCHISE FEE

a) Calculation of Franchise Fee

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

For the first (1st) calendar year of the Term of this Agreement, the franchise fee percentage shall be 20 percent (20%).

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

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

b) Adjustment to Franchise Fee

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

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

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

c) Franchise Fee Cap

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

d) Adjustment to Franchise Fee Cap

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

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

e) Payment of Franchise Fee

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

f) Reporting Considerations

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

6) CORE SERVICES

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

7) PROVISION OF EXTRA SERVICES

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

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

8) MUNICIPAL TAXES

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

9) RIGHT TO TERMINATE ON DEFAULT

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

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

10) SALE OF DISTRIBUTION SYSTEM

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

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

11) STREET LIGHTING

a) Investment Option Rate

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

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

i) In the event that:

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

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

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

ii) If:

A. the Municipality requests street lighting that is not part of the standard offering of the Company at the time;

B. the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable request, has ceased to be part of the standard street lighting offering of the Company; or

C. the Municipality converts nonstandard street lighting that is not part of the standard offering of the Company at the time to investment option rate street lighting under Article 11c) below;

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

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

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

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

b) No-Investment Option Rate

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

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

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

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

Where:

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

N = the age of the street light in years.

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

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

d) Street Light Rates

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

e) Municipality Owned Street Lighting

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

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

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

f) Street Light Inventory

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

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

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

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

g) Detailed Street Light Patrol

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

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

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

12) INCREASE IN MUNICIPAL BOUNDARIES

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

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

the Municipality shall have the right to:

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

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

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

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

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

13) RIGHT OF FIRST REFUSAL TO PURCHASE

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

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

14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM

a) Municipal Approval

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

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

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

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

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

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

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

b) Restoration of Municipal Property

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

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

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

c) Urgent Repairs and Notification to Municipality

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

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

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

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

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

f) Approvals

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

15) RESPONSIBILITIES FOR COST OF RELOCATIONS

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

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

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

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

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

16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE

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

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

17) JOINT USE OF DISTRIBUTION SYSTEM

a) Municipal Use

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

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

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

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

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

b) Third Party Use and Notice

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

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

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

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

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

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

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

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

f) Compensation for Costs

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

18) MUNICIPALITY AS RETAILER

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

19) RECIPROCAL INDEMNIFICATION AND LIABILITY

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

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

20) ASSIGNMENT

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

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

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

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

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

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

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

21) NOTICES

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

a) To the Company:

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

With a copy to:

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

b) To the Municipality:

Municipality: Town of Bon Accord
Address: 5052 50th Avenue Bon Accord, AB T0A 0K0
Facsimile: (780) 921-3550
Attention: Ms. Vicki Zinyk, Chief Administrative Officer

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

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

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

22) DISPUTE SETTLEMENT

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

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

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

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

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

23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE

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

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

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

24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

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

25) FORCE MAJEURE

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

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

26) TERMS AND CONDITIONS

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

27) NOT EXCLUSIVE AGAINST HER MAJESTY

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

28) SEVERABILITY

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

29) AMENDMENTS

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

30) DISSOLUTION

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

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

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

31) WAIVER


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

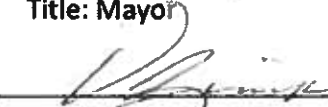
32) CONFIDENTIALITY

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


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

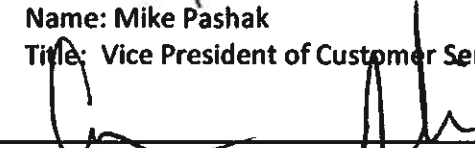
MUNICIPALITY

PER: 
Name: Mr. Randy Boyd
Title: Mayor

PER: 
Name: Ms. Vicki Zinyk
Title: Chief Administrative Officer
(Bylaw attached)

FORTISALBERTA INC.

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

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

SCHEDULE "A"

Core Services

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

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

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

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

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

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

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

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

SCHEDULE "B"

Extra Services

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

SCHEDULE "C"

Street Lighting

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

- e) **Street light Pole Test Program:** Street lights will be tested at least every nine (9) years as part of the Company's Pole Test Program. This program will identify poles that need to be replaced and those that should be treated. This replacement and treatment work will be completed by October 31st of the next summer maintenance season.
- f) **Street light Patrols:** The Company will include regular street light inspection patrols as part of its inspection of equipment and lines, as specified in the Alberta Electrical Utility Code.

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

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

**TOWN OF BON ACCORD
REQUEST FOR DECISION**

Meeting:	Regular Meeting of Council
Meeting Date:	October 4, 2022
Presented by:	Jodi Brown, Town Manager
Title:	Town Manager Evaluation Policy
Agenda Item No.	8.1

BACKGROUND/PROPOSAL

Section 205.1 and Section 207 of the Municipal Government Act (MGA) states the following:

Performance evaluation (Section 205.1)

205.1 A council must provide the chief administrative officer with an annual written performance evaluation of the results the chief administrative officer has achieved with respect to fulfilling the chief administrative officer's responsibilities under section 207.

Chief administrative officer's responsibilities (Section 207)

The chief administrative officer:

- (a) is the administrative head of the municipality;
- (b) ensures that the policies and programs of the municipality are implemented;
- (c) advises and informs the council on the operation and affairs of the municipality;
- (d) performs the duties and functions and exercises the powers assigned to a chief administrative officer by this and other enactments or assigned by council.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

In order to establish a process and timelines for the Town Manager evaluation and to meet the requirements of the MGA, administration has drafted the enclosed Town Manager Evaluation Policy for Council consideration.

STRATEGIC ALIGNMENT

Value Statement: Professionalism

- Administration and Council manage the affairs of Bon Accord in a competent, reliable manner, to maintain a safe and prosperous community to work and live.

Value Statement: Service Excellence

- Administration and Council strive for the highest standard of service delivery and governance.

COSTS/SOURCES OF FUNDING

Not applicable unless Council chooses to hire a consultant to conduct the Town Manager evaluation.

RECOMMENDED ACTION (by originator)

Choose one of the following actions:

1. THAT Council approve the Town Manager Evaluation Policy as presented and circulated.
2. THAT Council approve the Town Manager Evaluation Policy with the following amendments...
3. THAT Council direct administration to....

TOWN MANAGER PERFORMANCE EVALUATION

SECTION: Council

DEPARTMENT: Administration

COUNCIL APPROVAL DATE: [DATE], 2022

POLICY STATEMENT

In accordance with section 205.1 of the MGA, Council shall provide the Town Manager with an annual written performance evaluation of the results the Town Manager has achieved with respect to fulfilling the Town Manager's responsibilities under section 207 of the MGA.

PURPOSE

This policy recognizes the requirement for Council to evaluate the performance of its Town Manager and prescribes the frequency and process for the evaluation.

SCOPE

This policy will apply to Council's evaluation of the Town Manager, at least once per year or as approved by Council.

DEFINITIONS

"360-degree Evaluation" means a type of performance evaluation that gathers a wide range of feedback from all staff regarding the performance and/or quality of leadership of the Town Manager.

"Administration" means the Town Manager or delegates.

"Council" means the Mayor, Deputy Mayor, or members of Bon Accord Council.

"MGA" means the Municipal Government Act, RSA 2000 c. M-26, as amended.

"Town" means the Town of Bon Accord.

"Town Manager" means the Chief Administrative Officer of the Town of Bon Accord.

RESPONSIBILITIES

Council shall:

1. Undertake an annual performance evaluation of the Town Manager commencing in January and to be completed by March 31 of each year.
2. Ensure the goals and objectives of the Town Manager and the organization are aligned with the Town's Strategic Plan.
3. Recognize progress and achievements of the Town Manager through informal discussions throughout the year.
4. In accordance with section 205.1 of the MGA, provide the Town Manager with an annual written performance evaluation based on the results that the Town Manager has achieved with respect to fulfilling the Town Manager's responsibilities under section 207 of the MGA.
5. In addition to the requirement of providing an annual written performance evaluation, Council may, at a Regular or Council Briefing Meeting, discuss the written results of the performance evaluation with the Town Manager and provide an opportunity for the Town Manager to respond to the evaluation; and
6. Undertake a 360-degree Evaluation of the Town Manager at least every three (3) years, or more frequently if approved by Council.

The Town Manager shall:

1. Set challenging but achievable performance objectives based on the Town's Strategic Plan; and
2. Complete a performance self-evaluation as part of the overall evaluation process.

Members of Administration other than the Town Manager shall:

1. Assist Council in retaining services (if necessary) and provide other administrative support as required, ensuring the confidentiality of the process and the evaluation itself; and

2. Participate in 360-degree Evaluation of the Town Manager in years that they are conducted.

REFERENCE

Municipal Government Act, sections 205.1 and 207

DRAFT

The Redwater & District Chamber of Commerce
would like to extend an invitation to Town Council &
Staff to our upcoming

2022 Chamber Business Awards Gala

Doors
Open 5PM

Dinner
6:30
PM

October 22, 2022

Tickets - \$50/each or
Table of 8 - \$ 350

Ticket deadline is October 7, 2022

Visit www.redwaterchamber.com
to purchase your ticket
before they are gone



Redwater & District
Chamber of Commerce





Office of the Deputy Chief Administrative Officer
Phone: 780-459-1607

5 St. Anne Street
St. Albert, AB T8N 3Z9
www.stalbert.ca

File: C00

September 2, 2022

Jodi Brown
Town of Bon Accord
5025 – 50th Avenue
Bon Accord, AB T0A 0K0

SENT VIA EMAIL: cao@bonaccord.ca

Dear Ms. Brown:

Re: Non-Residential Recreation User Fees

On June 7, 2022, St. Albert City Council passed a motion (Attachment 1) that effective April 1, 2023, the City implement non-resident user fees at recreation centres within St. Albert, for residents of communities the City does not have an intermunicipal collaboration framework or cost-sharing agreement with for recreation services.

St. Albert currently has two such frameworks with the City of Edmonton and Town of Morinville, which are available on our website at: stalbert.ca/cosa/leadership/advocacy/

City Administration is reaching out to you to gauge your interest in completing a similar agreement prior to April 1, 2023, which focuses on future-state collaborative planning for recreation facilities and services at an administrative level. This would not require cost-sharing between municipalities for recreation services and would ensure non-resident fees are not applied to your respective community.

If you are interested in completing this work, please contact me at khilts@stalbert.ca or Trevor Duley, Manager, Government Relations at tduley@stalbert.ca before November 1, 2022.



Jodi Brown
Page 2 of 2
September 2, 2022

Thank you in advance. Please feel free to reach out if you have any questions.

Sincerely,



Kerry Hilts
Deputy Chief Administrative Officer

Attachment:

- June 7, 2022 City of St. Albert Council Motion

cc: William (Bill) Fletcher, CAO, City of St. Albert
Diane Enger, Interim Assistant Deputy CAO, External Services, City of St. Albert
Trevor Duley, Manager, Government Relations

Attachment 1: June 7, 2022 City of St. Albert Council Motion

That the City of St. Albert invite all surrounding municipalities to enter into an intermunicipal collaboration agreement or equivalent, that do not already have one in place with the City.

That effective April 1, 2023, the City of St. Albert implement non-resident recreation user fees and charges for programs and services which are higher than those charged to St. Albert residents, with the exception of those non-residents from municipalities that have an intermunicipal collaboration framework, memorandum of understanding or other partnership or contribution agreement, pertaining to recreation, that benefits both the City and the other party, and that these fees are maintained until such time an intermunicipal collaboration framework or equivalent is established with that municipality.

That Administration bring back a report to Council by the end of Q4 2022 with an update on the agreement status with surrounding municipalities, and an implementation plan, fees schedule and the applicable programs and services if agreements cannot be formed with all affected municipalities.