



**TOWN OF PINCHER CREEK COUNCIL  
REGULAR MEETING AGENDA  
Monday Septemeber 23, 2024 at 6:00 p.m.  
Council Chambers, Town Hall**

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- 1. CALL TO ORDER**
- 2. PUBLIC HEARINGS**
- 3. AGENDA APPROVAL**
- 4. SCHEDULED DELEGATIONS**
  - 4.1 St. Michael's School
    - 1A Boys Volleyball Provincials
- 5. CONSENT AGENDA**
  - 5.1 Minutes of the Regular Meeting of Council held on September 9, 2024
  - 5.2 Minutes of the Special Joint Council Meeting held on September 16, 2024
- 6. BUSINESS ARISING FROM THE MINUTES**
- 7. BYLAWS**
- 8. NEW BUSINESS**
  - 8.1 Home Upgrades Program - Kambo Energy Group
  - 8.2 Policy Revision - Proclamations & Letters of Support
  - 8.3 Fortis Alberta - Franchise Fee 2025
  - 8.4 APEX Utilities Inc - Franchise Fees 2025
  - 8.5 Franchise Agreement Renewal – APEX Utilities Inc

**9. REPORTS**

9.1 Council

9.2 CAO

9.3 Others

**10. ADMINISTRATION**

10.1 Distribution List

**11. NOTICE OF MOTION**

**12. CLOSED MEETING**

**13. ADJOURNMENT**

*The next Regular Council Meeting is scheduled for October 15, 2024 AT 6:00 p.m.*

Dear Sir/Madam

I hope this letter finds you well. As a proud member of our community, we are excited to share with you an upcoming event that holds great significance for our school and our students.

On November 21-23, 2024, St. Michael's School will have the privilege of hosting the 1A Boys Volleyball Provincials. This prestigious event not only showcases the talent and dedication of our student athletes but also provides an opportunity for our school to demonstrate its commitment to excellence in both academics and athletics.

In order to ensure the success of this event, we are reaching out to community members and businesses like yours for support. We kindly request a donation to help offset the costs associated with hosting the provincials. Your contribution will directly impact the overall experience of the participating teams and spectators, leaving a lasting impression on everyone involved. We believe that partnerships with businesses like yours are essential in achieving our goals and enriching the educational experiences of our students. Your support will not only benefit our school but will also demonstrate your commitment to investing in the future of our community.

As a token of our appreciation for your generosity, we would be honored to recognize your contribution in our event program and display your business name prominently throughout the tournament. Donations of any amount are greatly appreciated and can be made by cheque payable to St. Michael's School - please indicate your donation is for provincials volleyball.

Thank you for considering our request. Your support will make a meaningful difference in the success of the 1A Boys Volleyball Provincials and the overall experience of our students. We look forward to the opportunity to partner with you and celebrate the spirit of competition and sportsmanship at the upcoming provincials.

If you have any questions or require any further information, please do not hesitate to contact our lead teacher Manon Thauvette at [+1 403 627-7933].

Thank you in advance,

St. Michael's School and the Leadership Team  
403-627-3488

***\*IF you would like a receipt, please make cheques payable to "Holy Spirit School Division" and on the memo "St. Michael's School Pincher Creek"***



## TOWN OF PINCHER CREEK

### REGULAR COUNCIL MEETING

Held on September 9, 2024 - 6:00 p.m.  
962 St. John Avenue

**IN ATTENDANCE:**

**Mayor:** D. Anderberg

**Councillors:** M. Barber, D. Green, W. Oliver, B. Wright, G. Cleland, and S. Nodge

**Staff:** K. Dunbar, Chief Administrative Officer; C. Hunsperger, Executive Assistant; S. Burnell, Special Projects Engineer; K. Kozak, Development Officer; L. Goss, Manager of Legislative Services; B. Millis, Manager of Human Resources and Health and Safety; A. Grose, Recreation Manager.

**1. CALL TO ORDER**

Mayor Anderberg called the meeting to order at 6:00pm.

**2. PUBLIC HEARING**

**3. AGENDA APPROVAL**

**NODGE:**

That Council for The Town of Pincher Creek add 8.3 RHPAP Conference to the September 9, 2024 Regular Council Meeting Agenda.

**CARRIED 24-356**

**OLIVER:**

That Council for the Town of Pincher Creek approve the September 9, 2024 Regular Meeting Agenda as amended.

**CARRIED 24-357**

4. **DELEGATIONS**

4.1 Melanie Peters Bright

- Napi Workforce Development Program

5. **CONSENT AGENDA**

**OLIVER:**

That Council for The Town of Pincher Creek accepts the Consent Agenda as presented.

**CARRIED 24-358**

6. **BUSINESS ARISING FROM THE MINUTES**

6.1 Pincher Creek District Municipal Library Expansion Project

**NODGE:**

That Council for the Town of Pincher Creek supports the Pincher Creek & District Municipal Library plan to hire an architect that will provide site drawing options.

**CARRIED 24-359**

7. **BYLAWS**

7.1 Transportation of Dangerous Goods Routing Bylaw 1534-24

**WRIGHT:**

That Council for the Town of Pincher Creek agree and give third and final reading to Transportation of Dangerous Goods Routing Bylaw 1534-24 as amended.

**CARRIED 24-360**

7.2 Fee Structure Bylaw 1584-23

**OLIVER:**

That Council for the Town of Pincher Creek agree to give second reading to Fee Structure Bylaw 1584-24 with the following amendments; effective date September 1, 2025, increase to Out of Region fees by \$5 per hour, and increase to Adult Shiny Hockey by \$2 a session.

**DEFEATED 24-361**

**OPPOSED: ANDERBERG, CLELAND, NODGE, WRIGHT**

**CLELAND:**

That Council for the Town of Pincher Creek agree to give second reading to Fee Structure Bylaw 1584-24 with the following amendments; effective date September 1, 2024, increase to Out of Region fees by \$5 per hour, and increase to Adult Shinny Hockey by \$2 a session.

**CARRIED 24-362**  
OPPOSED: OLIVER, BARBER

**WRIGHT:**

That Council for the Town of Pincher Creek agree to give third and final reading to Fee Structure Bylaw 1584-24 as amended

**CARRIED 24-363**  
OPPOSED: OLIVER, BARBER

**8. NEW BUSINESS**

8.1 Net-Zero Communities Workshop

**CLELAND:**

That Council for the Town of Pincher Creek agree to have Councilor Cleland attend the QUEST Net-Zero Communities Workshop on September 25th, 2024 in Pincher Creek.

**CARRIED 24-364**

8.2 Development Permit 24-D0083

**GREEN:**

That Council for the Town of Pincher Creek approve Development Permit Application 24-D0083 - 898845 Alberta Ltd.; Plan 460B, Lot 103; 659 Main Street; Designated Direct Control DC - Bylaw 1547-AS: Discretionary Use; Multi-unit residential dwellings subject to the twenty-six conditions as listed.

**CARRIED 24-365**

8.3 RHPAP 2024 Conference

**NODGE:**

That Council for the Town of Pincher Creek support Councilor Wright to attend the RHPAP conference in Wainwright Alberta October 8<sup>th</sup> -10<sup>th</sup> and agree to pay the costs associated with the conference and travel.

**CARRIED 24-366**

## 9. REPORTS

### 9.1 Council Reports

#### Mayor Anderberg:

July 1<sup>st</sup> Canada Day Speech  
July 3<sup>rd</sup> COTW  
July 8<sup>th</sup> Special Council Meeting  
July 8<sup>th</sup> Swimming Pool Event  
July 18<sup>th</sup> Bill 20 Webinar  
July 22<sup>nd</sup> Regular Council Meeting  
July 29<sup>th</sup> Special Council Meeting  
July 30<sup>th</sup> PCCELC Board  
August 6<sup>th</sup> PCCELC Board  
August 7<sup>th</sup> Special Council Meeting  
August 8<sup>th</sup> Golf Club Meeting Liaison  
August 9<sup>th</sup> PCCELC Budget Meeting  
August 22<sup>nd</sup> Community Housing Committee  
August 26<sup>th</sup> Regular Council Meeting  
August 27<sup>th</sup> PCCELC Board

#### Councilor Barber:

July 3<sup>rd</sup> COTW  
July 8<sup>th</sup> Special Council Meeting  
July 9<sup>th</sup> CFSWA  
July 17<sup>th</sup> Landfill  
July 22<sup>nd</sup> Regular Council Meeting  
July 24<sup>th</sup> CFSWA  
July 27<sup>th</sup> Coalhurst Parade  
July 29<sup>th</sup> Special Council Meeting  
July 30<sup>th</sup> PCCELC Board  
July 31<sup>st</sup> IDP  
August 1<sup>st</sup> Chinook Arch Board  
August 6<sup>th</sup> PCCELC Board  
August 7<sup>th</sup> Special Council Meeting  
August 10<sup>th</sup> Claresholm Parade  
August 26<sup>th</sup> Regular Council Meeting  
August 27<sup>th</sup> PCCELC Board  
August 28<sup>th</sup> Landfill

#### Councilor Cleland:

July 3<sup>rd</sup> COTW  
July 8<sup>th</sup> Special Council Meeting  
July 22<sup>nd</sup> Regular Council Meeting  
July 27<sup>th</sup> Coalhurst Parade  
July 29<sup>th</sup> Special Council Meeting  
July 31<sup>st</sup> IDP

August 7<sup>th</sup> Special Council Meeting  
August 10<sup>th</sup> Claresholm Parade  
August 22<sup>nd</sup> Community Housing Committee  
August 26<sup>th</sup> Regular Council Meeting

Councilor Green:

July 3<sup>rd</sup> COTW  
July 8<sup>th</sup> Special Council Meeting  
July 22<sup>nd</sup> Regular Council Meeting  
July 24<sup>th</sup> Pincher Creek Foundation  
July 29<sup>th</sup> Special Council Meeting  
July 30<sup>th</sup> PCCELC Board  
August 7<sup>th</sup> Special Council Meeting  
August 14<sup>th</sup> PCCELC Board Review  
August 26<sup>th</sup> Regular Council Meeting  
August 27<sup>th</sup> PCCELC Board  
August 28<sup>th</sup> Pincher Creek Foundation Board Meeting

Councilor Nodge:

July 1<sup>st</sup> Canada Day Rotary Duck Race  
July 3<sup>rd</sup> COTW  
July 8<sup>th</sup> Special Council Meeting  
July 8<sup>th</sup> Swimming Pool Event  
July 17<sup>th</sup> MDSA  
July 21<sup>st</sup> Kanai Celebration  
July 22<sup>nd</sup> Regular Council Meeting  
July 29<sup>th</sup> Special Council Meeting  
July 31<sup>st</sup> ABSW  
August 7<sup>th</sup> Special Council Meeting  
August 21<sup>st</sup> MDSA  
August 26<sup>th</sup> Regular Council Meeting  
August 28<sup>th</sup> Pincher Creek Foundation Board Meeting

Councilor Oliver:

July 3<sup>rd</sup> COTW  
July 8<sup>th</sup> Special Council Meeting  
July 12<sup>th</sup> PCEMS  
July 22<sup>nd</sup> Regular Council Meeting  
July 29<sup>th</sup> Special council Meeting  
August 21<sup>st</sup> MDSA  
August 22<sup>nd</sup> PCES Meeting  
August 22<sup>nd</sup> Community Housing Committee  
August 26<sup>th</sup> Regular Council Meeting



Councilor Wright:

July 3<sup>rd</sup> COTW

July 8<sup>th</sup> Special Council Meeting

July 12<sup>th</sup> PCEMS

July 17<sup>th</sup> MDSA

July 22<sup>nd</sup> Regular Council Meeting

July 29<sup>th</sup> Special Council Meeting

August 7<sup>th</sup> Special Council Meeting

August 21<sup>st</sup> MDSA

August 26<sup>th</sup> Regular Council Meeting

9.2 CAO

9.3 Others

**10. ADMINISTRATION**

10.1 Distribution List

**ANDERBERG:**

That Council for The Town of Pincher Creek direct administration to write a letter on behalf of the Mayor and Council to Minister McIver, thanking him for the continued support from Municipal Affairs regarding the 2025 Fire Services Training Program Grant.

**CARRIED 24-367**

**WRIGHT:**

That Council for The Town of Pincher Creek accept the September 9<sup>th</sup> 2024 Distribution List as information.

**CARRIED 24-368**

**11. NOTICE OF MOTION**

**12. CLOSED SESSION DISCUSSION**

**13. ADJOURNMENT**

**GREEN:**

That this meeting of Council on September 9, 2024 be hereby adjourned at 7.39 pm.

**CARRIED 24-366**

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MAYOR, D. Anderberg

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CAO, K. Dunbar

**APPROVED BY RESOLUTION  
OF THE COUNCIL OF THE  
TOWN OF PINCHER CREEK,  
THIS 26 DAY OF AUGUST 2024 S E A L**

**NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON  
Monday September 23, 2024 AT 6:00 P.M.**



**Town of Pincher Creek**  
**&**  
**Municipal District of Pincher Creek #9**  
**Special Joint Council Meeting**  
**September 16<sup>th</sup> 2024**  
**Council Chambers, 962 St. John Ave**



**IN ATTENDANCE:**

**Town of Pincher Creek:** Mayor, D. Anderberg; Councilor M. Barber; Councilor D. Green; Councilor W. Oliver; Councilor G. Cleland; Councilor S. Nodge

**MD Of Pincher Creek #9:** Reeve, D. Cox; Deputy Reeve, J. MacGarva; J. Welsch; R. Lemire; T. Bruder

**1. CALL TO ORDER**

Mayor Anderberg called the meeting to order at 5:38pm.

**2. AGENDA APPROVAL**

**GREEN:**

That Council for the Town of Pincher Creek approve the September 16, 2024 Special Joint Council Meeting agenda as presented.

**CARRIED 24-J01**

**3. DELEGATION**

**4. NEW BUSINESS**

4.1 Airport Committee and Future Development

**OLIVER:**

That Council for the Town of Pincher Creek direct administration to explore the concept of a regional water and sewer system, to include future plans for the airport.

**CARRIED 24-J02**

**NODGE:**

That Council for the Town of Pincher Creek direct administration to locate the 2010-2011 Regional Water and Sewer study and provide a copy to Council for review.

**CARRIED 24-J03**

4.2 Septic Waste Disposal

**OLIVER:**

That Council for the Town of Pincher Creek direct administration to explore a Regional Sewer Disposal Facility.

**CARRIED 24-J04**

4.3 Review- Pincher Creek Emergency Services Commission Funding Model

**WRIGHT:**

That Council for the Town of Pincher Creek agree to continue the current Emergency Services Commission membership agreement for 2025 including Real Property and Capital contributions at 50% until a new agreement is developed.

**CARRIED 24-J05**

**NODGE:**

That Council for the Town of Pincher Creek direct administration to proceed with the proposal from Transitional Solutions Inc. at a cost up to \$15000 used from the Municipal Income Stabilization Reserve Account # 0000004705 subject to grant opportunities.

**CARRIED 24-J06**

4.4 Committee's

- Scholarship Committee
- Heath Care Workers Retention Committee

4.5 Canada Day Fireworks

**NODGE:**

That Council for the Town of Pincher Creek agree to spend up to \$7500 yearly on the Canada Day Fireworks for the next three years.

**CARRIED 24-J07**

5. **CLOSED SESSION**

6. **NEXT MEETING DATE**

**NODGE:**

That Council for the Town of Pincher Creek agree to the next Special Joint Council Meeting date of January 21, 2024

**CARRIED 24-Jo8**

7. **ADJOURNMENT**

Councilor Wright adjourned the meeting at 7:35pm



# Town of Pincher Creek

## REQUEST FOR DECISION

*Council or Committee of the Whole*

<b>SUBJECT:</b> Home Upgrades Program - Kambo Energy Group	
<b>PRESENTED BY:</b> Andrea Hlady, Director of Public Outreach and Engagement	<b>DATE OF MEETING:</b> 9/23/2024

**PURPOSE:**

Kambo Energy Group is a non-governmental organization based in B.C. and is successfully bringing the Home Upgrades Program to Alberta. Currently they are working in Calgary, Edmonton, and Canmore.

The Home Upgrades Program is a residential deep energy retrofit program designed to help Albertans reduce their energy consumption and improve the affordability in their homes by providing fully subsidized energy retrofits and education.

Kambo is looking to expand the program into rural Alberta. All administration costs are covered by grants and philanthropic dollars that Kambo secures. Energy retrofit dollars are sought from each community that Kambo is active in.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek commit to providing up to \$20,000 out of general reserves to support as many low-income homeowners as possible in the Town of Pincher Creek through the Home Upgrades program.

**BACKGROUND/HISTORY:**

Alberta is the only province without a low-income energy subsidy program supported by the provincial government. The Home Upgrades Program is an Alberta-based program designed to address energy poverty by providing fully subsidized retrofits to lower-income households. This program is stewarded by Alberta Ecotrust Foundation and delivered by Kambo Energy Group. It launched in Edmonton in May 2023, followed by a Calgary launch in July 2023, and Canmore in January 2024.

Information about the Deep Energy Retrofit program was shared with the Community Housing Committee on March 28, 2024. Kambo Energy Group website is here: <https://www.kambo.com/>.

To address the housing crisis in the Town of Pincher Creek, it is important to consider many ways of helping citizens with their housing needs. This program supports low-

income community members stay in their homes and potentially divert income that was once spent on energy bills to other areas of need. These homeowners are unlikely to have the finances to support an energy retrofit and any additional debt would not be an option. The retrofit home likely becomes healthier and safer.

Upgrades include measures such as high efficiency furnaces, windows, insulation, hot water heaters, air sealing, ventilation, lighting, and water saving measures. Kambo selects the upgrades to optimize and maximize affordability in the lower income homes. The program is designed to 'meet the house where it's at' – rebating mould, asbestos if/when needed to enable energy efficiency upgrades. More information can be found on the website here: <https://www.homeupgradesprogram.ca/>.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek accept the Home Upgrades Program - Kambo Energy Group report as information.

**IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:**

Strategic Priority 2. Partnerships: Promote and support community sustainability through partnerships. Initiative 2.B.: Increase knowledge, build relationships, social capital and capacity to engage community and business stakeholders from the region.

**FINANCIAL IMPLICATIONS:**

The program requires money to complete the energy retrofits for homeowners that qualify. This funding covers costs associated with the local construction team, program admin, outreach, labour and materials.

**PUBLIC RELATIONS IMPLICATIONS:**

Supporting community members is an important role of municipal government. The Home Upgrades Program can positively impact local homeowners and potentially allow them to stay in their homes for many years.

**ATTACHMENTS:**

HUP 2-Pager\_202438 - 3475

HUP Participant Rebanded Journey77 - 3475

HUP Postcard[19] - 3475

**CONCLUSION/SUMMARY:**

The housing crisis impacts not only people who are renting, but also homeowners that are struggling to keep up with the cost of living in their own home. The Home Upgrades Program helps manage household bills by lowering the amount spent on energy costs.

**Signatures:**

**Department Head:**

*Andrea Hlady*

CAO:

*Konrad Dunbar*





## Home Upgrades Program



### INTRODUCING THE HOME UPGRADES PROGRAM

The Home Upgrades Program is the first and only Alberta-based program designed to address energy poverty by providing fully subsidized deep energy retrofits to lower-income households.

In 2023, 14% of Canadians maintained uncomfortable or unsafe temperatures within their homes. Among the lowest income households in this group, the percentage rose to 36%.<sup>1</sup> **Struggling Albertans are a part of this picture.** The 2016 Census shed light on the over 15% of Albertans (237, 425) who spent more than 6% of their after-tax income on home energy bills (where most households in Canada spent less than 3%).

When a household spends 6% or more of their after-tax income on home energy bills, they are experiencing energy poverty. **Studies show that households living in energy poverty are more likely to forego basic necessities, experience higher rates of stress, poor mental health, and respiratory illness, among other disruptions and discomforts.**<sup>2</sup>

The Home Upgrades Program is a made-in-Alberta solution that brings together policymakers, homeowners, utilities, and program designers to reduce energy poverty and improve affordability for Albertans.

#### WHAT

The Home Upgrades Program is a residential deep energy retrofit program designed to help Albertans reduce their energy consumption and improve the affordability of their homes by providing fully subsidized energy retrofits and energy education. The program is designed based on learnings and best practices observed through other lower-income programs across Canada and North America; since launching, it has been referenced by others in the industry as a standard of excellence. Where many lower-income programs in Canada make the same changes to every home based on predetermined assumptions, the Home Upgrades Program offers varying

<sup>1</sup> Canadian Social Survey: Energy use

<sup>2</sup> CUASP: Energy Poverty

levels of support, products, and installations depending on the needs of the home, and how difficult it is for a household to pay their energy bills. As such, homeowners receive upgrades that will have the biggest impact on affordability. **The Program, stewarded by Alberta Ecotrust and delivered by Kambo Energy Group, launched in Edmonton in May 2023, followed by a Calgary launch in July and a Canmore launch in January 2024.**



## WHY

There are existing programs to help people improve the efficiency of their homes. How is the Home Upgrades Program different?

**The Home Upgrades program focuses on accessibility, affordability, and adaptability.**

- Most rebates reimburse between 10% and 30% of upgrade costs and require homeowners to cover all costs up front. Many lower income households do not have the ability to pay for the upgrades (and the cost of Energuide assessments) up front. The Home Upgrades Program offers upgrades at no cost to the homeowner.
- While financing options exist, accumulating additional debt is not an appropriate option for many households who cannot afford another monthly payment.
- Language and trust barriers, among other challenges, can make it more difficult for traditionally underserved communities to find accessible support. The Home Upgrades Program integrates community concerns, perspectives, and input into program design and delivery, while translating materials and offering in-language support. We also work directly with community members who share valuable insights into their communities' needs.
- In other jurisdictions, programs are often funded and delivered by governments or utilities. This top-down approach has often resulted in lower participation and engagement rates among lower-income and other traditionally underserved communities. The Home Upgrades Program is developed in partnership with community, program delivery experts, contractors, the charitable sector, local governments, and utilities, to ensure a quality program that meets community needs.
- The Home Upgrades Program assesses each individual home to identify which upgrades will be most effective in reducing energy consumption and home energy bills.

## EARLY INSIGHTS (NOVEMBER 2023)

- We have received 1,000 applications in six months. 60% of these are considered eligible, meaning they are income-qualified and meet our other eligibility criteria.
- The median energy and homes costs among applicants is 33.82%, meaning over half of applicants spend 34% or more of their income on energy and home costs. CMHC considers 30% unaffordable.
- The median energy burden among applicants is 7.86%, meaning over half of applicants spend almost 8% or more of their income on home energy bills. Most Canadian households spend 3%.
- 68 homes been assessed or upgraded in Calgary and Edmonton.

## NEXT STEPS

While the Program has secured funding to install upgrades for 215 homes across Calgary, Edmonton, and Canmore, it has also been designed with replicability in mind. The Program is a "ready-made solution" that can be implemented across the province. With its proven impact, we hope to see the Home Upgrades Program become a permanent fixture on the market and invite collaboration from government, utilities, businesses, and other stakeholders who are invested in improving Albertans' wellbeing.

## CONTACT

Yasmin Abraham | President, Kambo Energy Group | [Yasmin@kambo.com](mailto:Yasmin@kambo.com)



# Home Upgrades Program Participant Journey



## 1

### Assessments

1.1

If you qualify for an assessment, the Home Upgrades Program team will schedule a time for our construction manager and energy assessor to do a walkthrough of your home.

1.2

During this time, and with your approval, they may install energy-saving measures such as LED lighting, water-saving devices, weatherstripping, and draft proofing.

1.3

We will email you at least two days prior to your appointment to confirm that an adult will be home during the assessment visit.

#### Tips to prepare for our assessment visit

- You or another person over 18 years old who lives in your house will need to be present during our visits.
- Please make sure there is clear access to your attic hatch (if you have one), as well as your furnace.
- Please note that we will need to enter and assess every room in the house. If you cannot provide access to one of the rooms in your house, please note that it may impact the results of our assessment and you may not receive free upgrades through the program.
- Please keep your pets safe. They must be secured for the duration of our visits.

## 2

### Measures

2.1

If significant savings can be achieved through upgrades, our program coordinator will contact you to discuss and schedule next steps.

2.2

If you qualify for free home upgrades, the next appointment will be a “measure appointment.” During this time, our contractors will measure your space and begin planning for upgrades. There is a chance that circumstances such as a lack of access to certain locations in your home or safety hazards, including mould or asbestos, could deter from our ability to install upgrades.

2.3

We will email you at least two days prior to your appointment to confirm that an adult will be home during the assessment visit.

# 3

## Installations

3.1

Prior to the installation appointment, our program team will communicate a full scope of work detailing the activities and upgrades that will be offered by the Home Upgrades Program. The homeowner must consent to the upgrades before installations are booked.

3.2

The program will provide all the materials and our certified contractors will conduct the installations free of charge.

3.3

Once installations are finished you will receive relevant paperwork such as warranty information.

3.4

Finally, our team will conduct a quality assurance check on the installed upgrades. This is typically conducted on the install day, but may require a return visit.

3.5

After upgrades have been installed, you can anticipate a more comfortable, energy-efficient, and affordable home.



Looking for energy saving tips & tricks?

Visit [energychampion.org](https://energychampion.org)



Home Upgrades  
Program

# Free high-efficiency furnaces, insulation, and air sealing upgrades

For eligible households struggling with the cost of energy

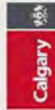
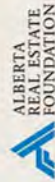
If you live in Calgary or Edmonton and are struggling to pay your energy bills, you can apply to the Home Upgrades Program.

To see if you qualify, visit:

[HOMEUPGRADESPROGRAM.CA](http://HOMEUPGRADESPROGRAM.CA)

## Questions about the program?

**CONTACT:**  
hello@homeupgradesprogram.ca  
403-536-4006



There are **no costs or hidden fees** associated with the Home Upgrades Program. The program is supported by generous funding partners who are committed to helping lower-income Albertans.

When your  
energy  
bills are  
through  
the roof...

Seal in savings with  
**FREE** home upgrades





# Town of Pincher Creek

## REQUEST FOR DECISION

*Council or Committee of the Whole*

<b>SUBJECT:</b> Policy Revision - Proclamations & Letters of Support	
<b>PRESENTED BY:</b> Konrad Dunbar, Chief Administrative Officer	<b>DATE OF MEETING:</b> 9/23/2024

**PURPOSE:**

In an effort to increase the efficiency of Council meetings, administration is proposing to respond to letters of support in the same manner as proclamations.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek approve Policy 123-24 Proclamations & Letters of Support as presented.

**BACKGROUND/HISTORY:**

It has been tradition that when community groups approach the Town and request letters of support to accompany their grant applications, the request has gone to Council. Administration is proposing that, when there is no monetary obligation to the Town, the request is responded to in the same manner as proclamations.

Administration is requesting to revise the Proclamations Policy to include letters of support for any local based non-profit organization serving the community. Any requests that are not reflected in the proposed Policy 123-24 Proclamations & Letters of Support will still come before Council for approval and possible addition to the policy list.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek approve Policy 123-24 Proclamations & Letters of Support as amended.

**IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:**

Improved working relationship with our non-profit and community groups.

**FINANCIAL IMPLICATIONS:**

Reduced administration and council time responding to letters of support.

Letters of support do not include a monetary obligation from the Town.

**PUBLIC RELATIONS IMPLICATIONS:**

Currently when requests are received, if the timelines do not allow for the addition to an upcoming agenda, support from the Town might not be provided.

**ATTACHMENTS:**

123-21 Proclamations - 3477

Draft - 123-24 Proclamations & Letters - 3477

Draft Appendix A 123-24 - 3477

**CONCLUSION/SUMMARY:**

By making this change administration is better situated to support our community.

**Signatures:**

**Department Head:**

*Konrad Dunbar*

**CAO:**

*Konrad Dunbar*



**TOWN OF PINCHER CREEK**

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<b>Approved by:</b> <b>Council</b>	<b>Date:</b>	<b>Policy Number:</b> <b>123-21</b>
<b>Reference:</b> <b>Resolution #21-254</b>	<b>Revision Date/by:</b> <b>2026</b>	
<b>Title:</b>	<b>PROCLAMATIONS</b>	

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**Policy Statement**

The Council provide direction to administration for advertising proclamations within the Town of Pincher Creek.

**1. Definitions**

- 1.1 ORGANIZATION means any group requesting proclamations from the Town of Pincher Creek Council.
- 1.2 PROCLAMATIONS means those proclamations which have been approved by Council from time to time and is attached as Appendix A.

**2. Responsibility**

- 2.1 Chief Administrative Officer:
  - 2.1.1 Receive all requests for proclamations
  - 2.1.2 Approve in writing to the organization requesting the proclamation, provided the organization is listed on Appendix A.
  - 2.2.3 Ensure the proclamation is advertised on Town of Pincher Creek social media accounts .
  - 2.2.4 Take any additional proclamations not listed in Appendix A to Council for approval and add those names to Appendix A.

**3. End of Policy**

**POLICY NO. 123-21****APPENDIX 'A'**

<b>Date</b>	<b>Organization</b>	<b>Proclamation</b>
January-20	Alberta Association for Adult Literacy	Family Literacy Day
January 31 - Feb 6 *	Federation of Canadian Municipalities	International Development Week
February-20	Canadian Association of Oilwell Drilling Contractors	Oil and Gas Awareness Day
February-20	Pink Shirt Day	Pink Shirt Day
February	Chinook Health Region	Dental Health Month
Mar-20	Federation of Canadian Municipalities	U.N. International Day for the Elimination of Racial Discrimination
March	Kidney Foundation of Canada	Kidney Month
March	Canadian Red Cross Society	Red Cross Campaign Month
March	Alberta Community Crime Prevention Association	Fraud Prevention Month
March	Cerebral Palsy Association of Alberta	Cerebral Palsy Awareness Month
March 26	Epilepsy Association of Calgary	Purple Day
April 6 - 10 *	Canadian Wildlife Federation	National Wildlife Week
April-20	Canadian Public Health Association	World Health Day
April 18 - 25 *	Pitch-in Canada	Pitch in Week
April 18 - 24 *	Volunteer Alberta	Volunteer Week
April 18 - 24 *	National Victims of Crime	Victims of Crime Awareness Week
April-20	The Writers' Development Trust	Canada Book Day
April-20		Day of Mourning
April 26 - May 3 *	Canadian Public Health Association	National Immunization Week
April	First Student/Cardinal	School Bus Awareness & Safety Month
April	Foundation for Sarcoidosis Research	Sarcoidosis Awareness Month
May 3 - 9 *	Communities in Bloom	Communities in Bloom Week
May 10 - 16 *	Licensed Practical Nurses of Alberta	National Nursing Week

May 9 - 15 *	Alberta Minister of Justice	Crime Prevention Week
May 15 - 22 *	Pincher Creek Watershed Group	Invasive Species Awareness Week
May 16 - 22 *	American Public Works Association Alberta Chapter	National Public Works Week
May	Elks Club and Royal Purple	Hearing and Speech Month
May	Alberta Lung Association	Asthma & Allergy Awareness Month
May	Canadian National Institution for the Blind (CNIB)	Vision Health Month
May	Apparelyzed	Spinal Cord Injury Awareness Month
May 31 - June 6 *	Alberta Senior Advisory Council	Senior Citizen's Week
June	Alberta Recreation and Parks Association (ARPA)	Recreation & Parks Month
June 1 - 6	Safe Kids Pincher Creek	National Safe Kids Week
June-20	Heart & Stroke Foundation	National Health & Fitness Day
June-20	National Kids Day/The Smile Trust	National Kids Day
June-20	Federation of Canadian Municipalities	National Indigenous Peoples Day
July 23 - 24 *	TOPS	All T.O.P.S. Walk Day
July 18 - 25 *	Lifesaving Society	National Drowning Prevention Week
September-20	Alberta Council on Aging	Grandparents Day
September 20 - 25 *	Canadian Institute of Public Health Inspectors	Environmental Public Health Week
September-20	The Society of Safe and Caring Schools	Orange Shirt Day
September	Muscular Dystrophy Association of Canada	Muscular Dystrophy Awareness Month
September	McMan Youth, Family and Community Services Association	Fetal Alcohol Spectrum Disorder Awareness Month
October-20	Government of Canada	National Seniors Day
October 18 - 24 *	Recycling Council of Alberta	Waste Reduction Week
October	Lions	Vision Awareness Month
October	Canadian Breast Cancer Foundation	Breast Cancer Awareness Month
November-20	National Union of Public and General Employees	Community Social Service Workers Appreciation Day
Nov 5 - 11	Secretary of State	Veterans' Week

November 21 - 28 *	Correctional Services Canada	Restorative Justice Week
November- 20	F.C.M. Whit Ribbon Campaign	White Ribbon Day
November	Canadian Diabetes Association	Diabetes Month
November	Alberta Centre for Injury Control & Research	Seniors' Falls Prevention Month
November	Alberta Community and Social Services	Family Violence Prevention Month
December- 20	Canadian Public Health Association	Worlds AIDS Day
Unknown	Alberta Building Officials Association	Building Safety Week
Unknown	Napi Friendship Association	Napi Friendship Association Cross Cultural Days
Unknown	House of Commons	Drink Smart Canada
Unknown	Royal Canadian Legion Br 43	Legion Week



# TOWN OF PINCHER CREEK POLICY



<b>Approved by:</b> Council	<b>Date:</b> September 23rd, 2024	<b>Policy Number:</b> 123-24
<b>Motion: #24-xxx</b>		
<b>Reference:</b>		
<b>Approved by:</b> Council	<b>Approval/Revision Date:</b> July 22 <sup>nd</sup> , 1996 June 28 <sup>th</sup> , 2021	<b>Motion:</b> #96-431 #21-254
<b>Title:</b> PROCLAMATIONS & LETTERS OF SUPPORT		

## Policy Statement

To support various organizations through the use of proclamations and letters of support.

## Purpose

To provide direction to administration for issuing proclamations and letters of support to organizations on behalf of the Town of Pincher Creek.

## 1. Definitions

- 1.1. "Council" means the Council of the Town of Pincher Creek, in the Province of Alberta.
- 1.2. "Organization" means any group requesting proclamations or letters of support from the Town of Pincher Creek Council.
- 1.3. "Proclamations" means an official public announcement.
- 1.4. "Letter of Support" means a written communication to an organization expressing support for a project or grant opportunity with no expectation of monetary support from the Town.

## 2. Responsibility

- 2.1. Chief Administrative officer:
  - 2.1.1. Receive all requests for proclamations or letters of support.

- 2.1.2. Approve in writing to the organization requesting the proclamation or letter of support, provided the proclamation or organization is listed on Appendix A.
- 2.1.3. Ensure the proclamation is advertised on Town of Pincher Creek social media accounts.
- 2.1.4. Take any additional proclamations or organizations not listed in Appendix A to Council for approval and add those names to Appendix A.
- 2.1.5. Review Appendix A annually for changes, additions or deletions.

**3. End of Policy**

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## Appendix A:

### Proclamations

Family Literacy Day  
International Development Week  
Oil and Gas Awareness Day  
Pink Shirt Day  
Dental Health Month  
U.N. International Day for the Elimination of Racial Discrimination  
Kidney Month  
Red Cross Campaign Month  
Fraud Prevention Month  
Cerebral Palsy Awareness Month  
Purple Day  
National Wildlife Week  
World Health Day  
Pitch in Week  
Volunteer Week  
Victims of Crime Awareness Week  
Canada Book Day  
Day of Mourning  
National Immunization Week  
School Bus Awareness & Safety Month  
Sarcoidosis Awareness Month  
Communities in Bloom Week  
National Nursing Week  
Crime Prevention Week  
Invasive Species Awareness Week  
National Public Works Week  
Hearing and Speech Month  
Asthma & Allergy Awareness Month  
Vision Health Month  
Spinal Cord Injury Awareness Month  
Senior Citizen's Week  
Recreation & Parks Month  
National Safe Kids Week  
National Health & Fitness Day  
National Kids Day  
National Indigenous Peoples Day  
All T.O.P.S. Walk Day  
National Drowning Prevention Week  
Grandparents Day  
Environmental Public Health Week  
National Day for Truth & Reconciliation/Orange Shirt Day  
Muscular Dystrophy Awareness Month  
Fetal Alcohol Spectrum Disorder Awareness Month  
National Seniors Day  
Waste Reduction Week  
Vision Awareness Month  
Breast Cancer Awareness Month  
Community Social Service Workers Appreciation Day  
Veterans' Week  
Restorative Justice Week  
White Ribbon Day  
Diabetes Month  
Seniors' Falls Prevention Month  
Family Violence Prevention Month  
Worlds AIDS Day  
Building Safety Week  
Napi Friendship Association Cross Cultural Days  
Drink Smart Canada  
Legion Week

## Organizations

Any local based non-profit serving the community
Alberta Association for Adult Literacy
Federation of Canadian Municipalities
Canadian Association of Oilwell Drilling Contractors
Pink Shirt Day
Chinook Health Region
Federation of Canadian Municipalities
Kidney Foundation of Canada
Canadian Red Cross Society
Alberta Community Crime Prevention Association
Cerebral Palsy Association of Alberta
Epilepsy Association of Calgary
Canadian Wildlife Federation
Canadian Public Health Association
Pitch-in Canada
Volunteer Alberta
National Victims of Crime
The Writers' Development Trust
Canadian Public Health Association
First Student/Cardinal
Foundation for Sarcoidosis Research
Communities in Bloom
Licensed Practical Nurses of Alberta
Alberta Minister of Justice
Pincher Creek Watershed Group
American Public Works Association Alberta Chapter
Elks Club and Royal Purple
Alberta Lung Association
Canadian National Institution for the Blind (CNIB)
Apparelyzed
Alberta Senior Advisory Council
Alberta Recreation and Parks Association (ARPA)
Safe Kids Pincher Creek
Heart & Stroke Foundation
National Kids Day/The Smile Trust
Federation of Canadian Municipalities
TOPS
Lifesaving Society
Alberta Council on Aging
Canadian Institute of Public Health Inspectors
The Society of Safe and Caring Schools
Muscular Dystrophy Association of Canada
McMan Youth, Family and Community Services Association
Government of Canada
Recycling Council of Alberta
Lions
Canadian Breast Cancer Foundation
National Union of Public and General Employees
Secretary of State
Correctional Services Canada
F.C.M. Whit Ribbon Campaign
Canadian Diabetes Association
Alberta Centre for Injury Control & Research
Alberta Community and Social Services
Canadian Public Health Association
Alberta Building Officials Association
Napi Friendship Association
House of Commons
Royal Canadian Legion Br 43



## Appendix A: Proclamations

Family Literacy Day  
International Development Week  
Oil and Gas Awareness Day  
Pink Shirt Day  
Dental Health Month  
U.N. International Day for the Elimination of Racial Discrimination  
Kidney Month  
Red Cross Campaign Month  
Fraud Prevention Month  
Cerebral Palsy Awareness Month  
Purple Day  
National Wildlife Week  
World Health Day  
Pitch in Week  
Volunteer Week  
Victims of Crime Awareness Week  
Canada Book Day  
Day of Mourning  
National Immunization Week  
School Bus Awareness & Safety Month  
Sarcoidosis Awareness Month  
Communities in Bloom Week  
National Nursing Week  
Crime Prevention Week  
Invasive Species Awareness Week  
National Public Works Week  
Hearing and Speech Month  
Asthma & Allergy Awareness Month  
Vision Health Month  
Spinal Cord Injury Awareness Month  
Senior Citizen's Week  
Recreation & Parks Month  
National Safe Kids Week  
National Health & Fitness Day  
National Kids Day  
National Indigenous Peoples Day  
All T.O.P.S. Walk Day  
National Drowning Prevention Week  
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National Seniors Day  
Waste Reduction Week  
Vision Awareness Month  
Breast Cancer Awareness Month  
Community Social Service Workers Appreciation Day  
Veterans' Week  
Restorative Justice Week  
White Ribbon Day  
Diabetes Month  
Seniors' Falls Prevention Month  
Family Violence Prevention Month  
Worlds AIDS Day  
Building Safety Week  
Napi Friendship Association Cross Cultural Days  
Drink Smart Canada  
Legion Week

## Appendix A: Organizations

### Any local based non-profit serving the community

Alberta Association for Adult Literacy  
Federation of Canadian Municipalities  
Canadian Association of Oilwell Drilling Contractors  
Pink Shirt Day  
Chinook Health Region  
Federation of Canadian Municipalities  
Kidney Foundation of Canada  
Canadian Red Cross Society  
Alberta Community Crime Prevention Association  
Cerebral Palsy Association of Alberta  
Epilepsy Association of Calgary  
Canadian Wildlife Federation  
Canadian Public Health Association  
Pitch-in Canada  
Volunteer Alberta  
National Victims of Crime  
The Writers' Development Trust  
Canadian Public Health Association  
First Student/Cardinal  
Foundation for Sarcoidosis Research  
Communities in Bloom  
Licensed Practical Nurses of Alberta  
Alberta Minister of Justice  
Pincher Creek Watershed Group  
American Public Works Association Alberta Chapter  
Elks Club and Royal Purple  
Alberta Lung Association  
Canadian National Institution for the Blind (CNIB)  
Apparelyzed  
Alberta Senior Advisory Council  
Alberta Recreation and Parks Association (ARPA)  
Safe Kids Pincher Creek  
Heart & Stroke Foundation  
National Kids Day/The Smile Trust  
Federation of Canadian Municipalities  
TOPS  
Lifesaving Society  
Alberta Council on Aging  
Canadian Institute of Public Health Inspectors  
The Society of Safe and Caring Schools  
Muscular Dystrophy Association of Canada  
McMan Youth, Family and Community Services Association  
Government of Canada  
Recycling Council of Alberta  
Lions  
Canadian Breast Cancer Foundation  
National Union of Public and General Employees  
Secretary of State  
Correctional Services Canada  
F.C.M. Whit Ribbon Campaign  
Canadian Diabetes Association  
Alberta Centre for Injury Control & Research  
Alberta Community and Social Services  
Canadian Public Health Association  
Alberta Building Officials Association  
Napi Friendship Association  
House of Commons  
Royal Canadian Legion Br 43



# Town of Pincher Creek

## REQUEST FOR DECISION

*Council or Committee of the Whole*

<b>SUBJECT:</b> FortisAlberta Franchise Fee 2025	
<b>PRESENTED BY:</b> Wendy Catonio, Director of Corporate Services	<b>DATE OF MEETING:</b> 9/23/2024

**PURPOSE:**

Pursuant to Section 5 of the Electric Distribution System Franchise Agreement, the Town of Pincher Creek has the option to adjust the franchise fee percentage annually upon written notice to FortisAlberta.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek agree that the Electric Distribution Franchise Fee percentage for the year 2025 remain unchanged at the maximum amount of 20%.

**BACKGROUND/HISTORY:**

The council reviews the Electric Distribution Franchise Fee percentage annually. Below is the history of franchise fees received.

Actual Franchise Fee 2014	\$175,035.00 (8%)
Actual Franchise Fee 2015	\$297,617.00 (13%)
Actual Franchise Fee 2016	\$308,003.00 (13%)
Actual Franchise Fee 2017	\$325,046.73 (13%)
Actual Franchise Fee 2018	\$335,543.47 (13%)
Actual Franchise Fee 2019	\$349,041.44 (13%)
Actual Franchise Fee 2020	\$346,850.62 (13%)
Actual Franchise Fee 2021	\$367,927.33 (13%)
Actual Franchise Fee 2022	\$399,995.52 (13%)
Actual Franchise Fee 2023	\$416,808.62 (13%)
Estimated Franchise Fee 2024	\$649,479.00 (20%)
Estimated Franchise Fee 2025	\$690,634.00 (20%)

The maximum Electric Distribution Franchise Fee that the Town can charge is 20% which was determined by council during negotiations of the FortisAlberta franchise agreement.

Franchise fees are an additional revenue which is applicable to all organizations even those which are exempt from paying property taxes.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek agree to decrease the Electric Distribution Franchise Fee for the year 2025 to \_\_\_\_\_%.

**IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:**

Franchise Fees are another form of revenue for Municipalities. This fee is collected by Fortis on behalf of the Town of Pincher Creek as a charge to access municipal land to construct, maintain and operate an electric distribution system to service its residents.

**FINANCIAL IMPLICATIONS:**

Franchise fees are increasing every year due to increase in demand and the rate increases Fortis Alberta requests. Total Fortis Alberta estimated revenues for 2025 are estimated to be \$3,453,172 and therefore the estimated revenue for the Town is \$690,634 which is \$41,155 more than the estimated revenue in 2024.

If Council decides to reduce the franchise fee percentage, based on the estimated revenue of \$3,453,172 a 1% decrease will mean a reduction in the anticipated revenue of \$34,531.72.

**PUBLIC RELATIONS IMPLICATIONS:**

If Council decides to decrease the Franchise Fee percentage, this decrease must be advertised to Pincher Creek residents. This fee is viewed as another form of taxation by some municipal residents.

**ATTACHMENTS:**

Electric Distribution Franchise Fee Percentages for 2025 (info) (003) - 3476  
Franchise Fees Caps (July 2024) - 3476

**CONCLUSION/SUMMARY:**

Administration supports Council maintaining the Fortis Alberta Franchise Fee at 20% to fund increasing municipal costs.

**Signatures:**

**Department Head:**

*Wendy Catonio*

**CAO:**

*Kourad Dunbar*

## Electric Distribution Franchise Fee Percentages for 2025

As part of the Electrical Distribution System Franchise Agreement with FortisAlberta, the franchise fee percentage may be **increased or decreased once per calendar year, with written notice**. If there are no changes to the franchise fee percentage, the current franchise fee percentage will continue for 2025.

### **IMPORTANT TIMELINES TO ENSURE CHANGES TO THE FRANCHISE FEE PERCENTAGE ARE IMPLEMENTED BY JANUARY 1, 2025.**

1. **Review** the attached letter, Franchise Fee Calculator, and present the recommendations to Council.
2. If Council is proposing an **increase or decrease to the franchise fee percentage**, the change in the franchise fee, including the impact on a customer's monthly bill is **required to be advertised in the local newspaper having the widest circulation within your municipality for two consecutive weeks**. (Please use the sample advertisement that is attached).
3. If **increasing** the franchise fee percentage, it must stay within the **Franchise Fee Cap of 20%** set by the Alberta Utilities Commission.
4. **By November 1<sup>st</sup>, 2024**, please **email** clear copies of the following documentation to [stakeholderrelations@fortisalberta.com](mailto:stakeholderrelations@fortisalberta.com).

#### **INCLUDE:**

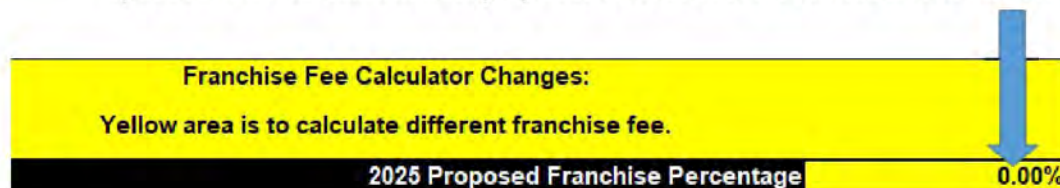
- ✓ Copies of **both** advertisements.
  - ✓ **Publication dates** for both advertisements.
  - ✓ Name & location of newspaper.
5. Late submissions, inaccurate or incomplete responses may delay the filing and necessary approval from the Alberta Utilities Commission. Late submissions will be filed with the Alberta Utilities Commission in February with an anticipated effective date of **April 1, 2025**.

6. If Council decides to maintain the current franchise fee percentage, no advertising is required, simply notify us via email at [stakeholderrelations@fortisalberta.com](mailto:stakeholderrelations@fortisalberta.com).

## TIPS FOR USING THE FRANCHISE CALCULATOR

Attached is the FortisAlberta Franchise Calculator specific to your municipality. The calculator is intended to assist in **estimating** franchise fee revenues for 2025.

- On the first tab: **Financial Impacts**, the Franchise Fee percentage (**yellow cell**) can be **changed to model different scenarios**. By changing the percentage in this **cell**, the spreadsheet will automatically update to reflect the estimated revenue for 2025.



Franchise Fee Calculator Changes: Yellow area is to calculate different franchise fee.	
2025 Proposed Franchise Percentage	0.00%

- The second tab: **Residential Bill Impacts**, displays **the impact on an Average Residential Bill**. (This information is needed for the advertisement if the franchise fee percentage is being changed.)
- The third tab: **2022 – June 2024 YOY Data**, shows the franchise fee revenue collected by the municipality over the last two and a half years and linear taxes for the last three years. Site count and historical consumption information for the last three years are also included.

If you have any questions or concerns, please contact your Stakeholder Relations Manager.

Thank you,

## MUNICIPAL FRANCHISE FEE RIDERS

**Availability:** Effective for all consumption, estimated or actual, on and after the first of the month following Commission approval, the following franchise fee riders apply to each rate class.

### **Price Adjustment:**

A percentage surcharge per the table below will be added to the total distribution tariff, including both the transmission and distribution charges, and excluding any Riders, calculated for every Point of Service within each Municipality and will be billed to the applicable Retailer.

FortisAlberta will pay to each Municipality each month, in accordance with the franchise agreements between FortisAlberta and the Municipalities or an agreement with a non-municipality, the franchise fee revenue collected from the Retailers.

Muni Code	Municipality	Rider	Effective	Muni Code	Municipality	Rider	Effective
03-0002	Acme	3%	2013/07/01	02-0040	Bowden	15%	2017/01/01
01-0003	Airdrie	20%	2021/04/01	03-0041	Boyle	20%	2021/01/01
03-0005	Alix	8.50%	2019/01/01	03-0042	Breton	20%	2015/01/01
03-0004	Alberta Beach	8%	2021/01/01	01-0043	Brooks	14%	2021/01/01
03-0007	Amisk	0%	2014/01/01	02-0044	Bruderheim	4%	2024/04/01
02-0011	Athabasca	20%	2024/01/01	02-0047	Calmar	20%	2013/07/01
04-0009	Argentia Beach	0%	2017/01/01	01-0048	Camrose	17%	2024/01/01
03-0010	Arrowwood	12%	2015/07/01	02-0050	Canmore	16%	2024/01/01
02-0387	Banff	7%	2024/02/01	03-0054	Carmangay	15%	2021/01/01
07-0164	Banff Park	4%	2019/10/01	03-0055	Caroline	12%	2021/01/01
03-0363	Barnwell	7.5%	2024/01/01	02-0056	Carstairs	10%	2015/01/01
03-0013	Barons	5%	2015/04/01	03-0061	Champion	15%	2015/04/01
02-0014	Barrhead	14%	2023/04/01	03-0062	Chauvin	11%	2016/01/01
02-0016	Bashaw	2%	2021/01/01	01-0356	Chestermere	11.50%	2014/01/01
02-0017	Bassano	14.40%	2019/01/01	03-0064	Chipman	0%	2016/01/01
03-0018	Bawlf	8%	2024/01/01	02-0065	Claresholm	6%	2024/01/01
01-0019	Beaumont	17.25%	2020/01/01	03-0066	Clive	11%	2023/01/01
03-0022	Beiseker	3.50%	2019/01/01	03-0068	Clyde	18%	2024/01/01
02-0024	Bentley	10%	2019/01/01	02-0069	Coaldale	18%	2024/04/01
04-0026	Betula Beach	0%	2017/01/01	02-0360	Coalhurst	7.5%	2023/01/01
03-0029	Bittern Lake	7%	2016/01/01	02-0070	Cochrane	17%	2020/01/01
02-0031	Blackfalds	20%	2013/10/01	03-0076	Coutts	3%	2017/01/01
02-0034	Bon Accord	19%	2022/01/01	03-0077	Cowley	5%	2016/01/01
02-0039	Bow Island	17%	2024/01/01	03-0078	Cremona	10%	2016/01/01
				02-0079	Crossfield	17%	2023/01/01

<b>Muni Code</b>	<b>Municipality</b>	<b>Rider</b>	<b>Effective</b>	<b>Muni Code</b>	<b>Municipality</b>	<b>Rider</b>	<b>Effective</b>
09-0361	Crowsnest Pass	16%	2016/01/01	02-0188	Killam	10%	2024/01/01
04-0080	Crystal Springs	0%	2016/01/01	01-0194	Lacombe	17.63%	2024/01/01
03-0081	Czar	5%	2013/10/01	04-0196	Lakeview	2%	2016/01/01
02-0082	Daysland	10%	2024/01/01	02-0197	Lamont	7.50%	2020/01/01
02-0086	Devon	17%	2024/01/01	04-0378	Larkspur	3%	2020/04/01
02-7662	Diamond Valley	10%	2023/01/01	01-0200	Leduc	16%	2014/01/01
02-0088	Didsbury	17%	2016/01/01	02-0202	Legal	20%	2024/01/01
02-0091	Drayton Valley	10%	2016/01/01	03-0207	Lomond	15%	2017/01/01
03-0093	Duchess	15%	2018/01/01	03-0208	Longview	17%	2017/01/01
02-0095	Eckville	10%	2015/01/01	03-0209	Lougheed	5%	2016/01/01
03-0096	Edberg	13%	2021/01/01	02-0211	Magrath	15%	2023/01/01
03-0097	Edgerton	15%	2022/01/01	04-0210	Ma-Me-O Beach	0%	2016/01/01
02-0100	Edson	4.70%	2024/01/01	02-0215	Mayerthorpe	14%	2024/01/01
03-0109	Ferintosh	11%	2016/01/01	04-0359	Mewatha Beach	2%	2016/10/01
03-0112	Foremost	7%	2016/01/01	02-0218	Milk River	12%	2017/01/01
02-0115	Fort Macleod	15%	2018/10/01	02-0219	Millet	18%	2024/01/01
01-0117	Fort Saskatchewan	0%	2013/10/01	03-0220	Milo	20%	2017/01/01
02-0124	Gibbons	10%	2013/01/01	02-0224	Morinville	20%	2013/07/01
03-0128	Glenwood	5%	2022/04/01	04-0230	Nakamun Park	0%	2013/10/01
04-0129	Golden Days	0%	2017/01/01	02-0232	Nanton	9%	2019/01/01
02-0135	Granum	0%	2024/02/01	02-0236	Nobleford	5%	2023/01/01
04-0134	Grandview	0%	2016/01/01	03-0233	New Norway	6%	2009/01/01
04-0138	Gull Lake	0%	2016/01/01	04-0237	Norglenwold	5%	2015/01/01
04-0358	Half Moon Bay	0%	2021/01/01	04-0385	Norris Beach	0%	2016/01/01
02-0143	Hardisty	9.50%	2021/01/01	02-0238	Okotoks	20%	2021/01/01
03-0144	Hay Lakes	9%	2021/01/01	02-0239	Olds	17%	2024/01/01
02-0148	High River	20%	2015/07/01	02-0240	Onoway	10.5%	2024/01/01
03-0149	Hill Spring	5%	2014/01/01	04-0374	Parkland Beach	0%	2015/01/01
02-0151	Hinton	11.73%	2022/01/01	02-0248	Penhold	19%	2014/01/01
03-0152	Holden	4%	2016/01/01	02-0249	Picture Butte	11%	2022/01/01
03-0153	Hughenden	5%	2016/01/01	02-0250	Pincher Creek	20%	2024/01/01
03-0154	Hussar	12.50%	2017/01/01	04-0253	Point Alison	0%	2017/01/23
02-0180	Innisfail	17%	2023/03/01	04-0256	Poplar Bay	0%	2016/01/01
03-0182	Irma	20%	2015/01/01	02-0257	Provost	20%	2015/01/01
02-0183	Irricana	8%	2023/05/01	02-0261	Raymond	16%	2022/01/01
04-0185	Island Lake	0%	2016/01/01	02-0265	Redwater	10%	2023/04/01
04-0186	Itaska Beach	0%	2017/10/01	02-0266	Rimbey	20%	2022/01/01
04-0379	Jarvis Bay	0%	2015/10/08	02-0268	Rocky Mtn House	15.3%	2023/01/01
04-0187	Kapasiwin	0%	2018/04/01	03-0270	Rockyford	7%	2024/01/01



<b>Muni Code</b>	<b>Municipality</b>	<b>Rider</b>	<b>Effective</b>	<b>Muni Code</b>	<b>Municipality</b>	<b>Rider</b>	<b>Effective</b>
03-0272	Rosemary	15.50%	2023/01/01	02-0311	Taber	18%	2020/07/01
04-0273	Ross Haven	0%	2016/01/01	02-0315	Thorsby	20%	2014/01/01
03-0276	Ryley	3%	2016/01/01	02-0318	Tofield	5%	2015/01/01
04-0279	Seba Beach	4%	2014/01/01	04-0324	Val Quentin	0%	2016/01/01
02-0280	Sedgewick	11%	2024/01/01	02-0326	Vauxhall	8%	2022/01/01
04-0283	Silver Sands	3%	2018/01/01	02-0331	Viking	8%	2013/01/01
04-0369	South Baptiste	0%	2005/05/01	02-0333	Vulcan	20%	2013/10/01
04-0288	South View	3%	2019/01/01	03-0364	Wabamun	10%	2017/01/01
01-0291	Spruce Grove	20%	2016/01/01	02-0335	Wainwright	12%	2024/01/01
01-0292	St. Albert	15%	2023/01/01	07-0159	Waterton Park	8%	2018/10/01
03-0295	Standard	4%	2024/04/01	03-0338	Warburg	10%	2015/01/01
02-0297	Stavely	6%	2021/01/01	03-0339	Wamer	7%	2024/01/01
03-0300	Stirling	12%	2019/01/01	04-0344	West Cove	0%	2018/01/01
02-0301	Stony Plain	20%	2013/01/01	02-0345	Westlock	16.25%	2024/01/01
09-0302	Strathcona County	0%	TBD	01-0347	Wetaskiwin	18%	2024/01/01
02-0303	Strathmore	20%	2020/07/01	04-0371	Whispering Hills	5%	2016/10/01
03-0304	Strome	9%	2022/01/01	02-0350	Whitecourt	4.47%	2024/01/01
02-0307	Sundre	12%	2024/01/01	04-0354	Yellowstone	8%	2024/01/01
04-0386	Sunrise Beach	0%	2018/01/01				
04-0308	Sunset Point	10%	2017/01/01				
02-0310	Sylvan Lake	18%	2023/01/01				



# Town of Pincher Creek

## REQUEST FOR DECISION

*Council or Committee of the Whole*

<b>SUBJECT:</b> APEX Utilities Franchise Fee 2025	
<b>PRESENTED BY:</b> Wendy Catonio, Director of Corporate Services	<b>DATE OF MEETING:</b> 9/23/2024

**PURPOSE:**

For Council to discuss APEX Utilities franchise fees for 2025

**RECOMMENDATION:**

That Council for the Town of Pincher Creek agree that the Natural Gas Distribution Franchise Fee percentage for the year 2025 remain unchanged at the maximum of 35%..

**BACKGROUND/HISTORY:**

Council reviews the Gas Distribution Franchise Fee percentage annually. Below is the history of franchise fees received.

Actual Franchise Fee 2014	\$286,790.85 (20%)
Actual Franchise Fee 2015	\$342,903.07 (25%)
Actual Franchise Fee 2016	\$389,362.53 (25%)
Actual Franchise Fee 2017	\$406,234.55 (25%)
Actual Franchise Fee 2018	\$435,326.39 (25%)
Actual Franchise Fee 2019	\$476,091.87 (25%)
Actual Franchise Fee 2020	\$490,833.79 (25%)
Actual Franchise Fee 2021	\$487,541.81 (25%)
Actual Franchise Fee 2022	\$514,076.01 (25%)
Actual Franchise Fee 2023	\$529,931.58 (25%)

Estimated Franchise Fee 2024	\$608,109.56 (35%)
Estimated Franchise Fee 2025	\$793,749.22 (35%)

Historically, the estimated Delivery Revenues have been higher than actual resulting in lower franchise fees then estimated.

The maximum Gas Distribution Franchise Fee that a municipality can charge is 35%. A new 10 year Natural Gas Distribution Franchise Agreement became effective on September 1, 2015. The Town has been notified of the expiry of this Agreement next year 2025.

Franchise fees are paid by all property owners even those that are exempt from paying property taxes.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek agree that the Natural Gas Distribution Franchise Fee percentage be decreased to \_\_\_\_%.

**IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:**

Franchise Fees are another form of revenue for Municipalities. This fee is collected by APEX Utilities on behalf of the Town of Pincher Creek as a charge to access municipal land to construct, maintain and operate a gas distribution system to service its residents.

Franchise fees are an additional revenue stream applicable to all residents including organizations that are exempt from paying property taxes.

**FINANCIAL IMPLICATIONS:**

The Town of Pincher Creek's Franchise Fee Revenue continues to increase due to increased demand from new growth and increases in APEX fees. Based on the actual Total Delivery Revenues of \$2,267,854.92 for 2025 a 1% decrease in the Franchise Fee will result in a reduction of \$22,678 of Franchise Fee Revenue for the Town of Pincher Creek.

**PUBLIC RELATIONS IMPLICATIONS:**

If Council decides to decrease the Franchise Fee percentage, this decrease must be advertised to Pincher Creek residents. This fee is viewed as another form of taxation by some municipal residents.

**ATTACHMENTS:**

2024 Pincher Creek - Apex Utilities Delivery Revenue and Franchise Fees Letter v3 - 3478

2024 Pincher Creek - Apex Utilities Delivery Revenue and Franchise Fees Letter v2 - 3478

**CONCLUSION/SUMMARY:**

Administration supports the Franchise Fee Percentage remaining at the maximum of 35%.

**Signatures:**

**Department Head:**

*Wendy Catonio*

**CAO:**

*Konrad Dunbar*

August 29, 2024

Town of Pincher Creek  
PO Box 159  
Pincher Creek, AB T0K 1W0

Dear Mayor Anderberg and Council,

**Re: TOTAL REVENUES DERIVED FROM DELIVERY TARIFF**

---

As per Section 4 (a) of the Natural Gas Distribution Franchise Agreement currently in effect between the Town of Pincher Creek and Apex Utilities Inc., this correspondence serves to fulfill the Company's obligation to provide the Municipality with the following information:

1. The total revenues that were derived from the Delivery Tariff within the Municipal Area for the prior calendar year; and
2. An estimate of total revenues to be derived from the Delivery Tariff with the Municipal Area for the next calendar year.

This is provided to assist the Town with its budgeting process and to determine whether a percentage change to the current franchise fee is necessary for the next calendar year. If a fee percentage change is necessary, the Municipality should advise the Company in writing of the franchise fee to be charged by November 15, 2024. Failing notification, the current franchise fee percentage of **35.0%** will remain unchanged.

	<b>2023 Actuals</b>	<b>2025 Estimates</b>
Delivery Revenues (Rate 1, 11, 2 & 12)	\$2,119,490.58	\$2,267,854.92
Delivery Revenues (Rate 3 & 13)	\$0	\$0
<b>Total Delivery Revenues</b>	<b><u>\$2,119,490.58</u></b>	<b><u>\$2,267,854.92</u></b>
<b>2023 Actual Franchise</b>	<b>\$529,931.58</b>	
<b>2025 Estimated Franchise Fee</b>		<b>\$793,749.22</b>

If you have any questions regarding this process or about the information provided, please contact me directly at (780) 980-7305 or via email at irichelh@apexutilities.ca. I look forward to hearing from you.

Sincerely,

**Apex Utilities Inc.**



Irv Richelhoff  
Supervisor Business Development

August 29, 2024

Town of Pincher Creek  
PO Box 159  
Pincher Creek, AB T0K 1W0

Dear Mayor Anderberg and Council,

**Re: TOTAL REVENUES DERIVED FROM DELIVERY TARIFF**

---

As per Section 4 (a) of the Natural Gas Distribution Franchise Agreement currently in effect between the Town of Pincher Creek and Apex Utilities Inc., this correspondence serves to fulfill the Company's obligation to provide the Municipality with the following information:

1. The total revenues that were derived from the Delivery Tariff within the Municipal Area for the prior calendar year; and
2. An estimate of total revenues to be derived from the Delivery Tariff with the Municipal Area for the next calendar year.

This is provided to assist the Town with its budgeting process and to determine whether a percentage change to the current franchise fee is necessary for the next calendar year. If a fee percentage change is necessary, the Municipality should advise the Company in writing of the franchise fee to be charged by November 15, 2024. Failing notification, the current franchise fee percentage of **35.0%** will remain unchanged.

	<b>2023 Actuals</b>	<b>2025 Estimates</b>
Delivery Revenues (Rate 1, 11, 2 & 12)	\$2,119,490.58	\$2,267,854.92
Delivery Revenues (Rate 3 & 13)	\$0	\$0
<b>Total Delivery Revenues</b>	<b><u>\$2,119,490.58</u></b>	<b><u>\$2,267,854.92</u></b>
<b>2023 Actual Franchise</b>	<b>\$529,931.58</b>	
<b>2025 Estimated Franchise Fee</b>		<b>\$567,026.79</b>

If you have any questions regarding this process or about the information provided, please contact me directly at (780) 980-7305 or via email at irichelh@apexutilities.ca. I look forward to hearing from you.

Sincerely,

**Apex Utilities Inc.**



Irv Richelhoff  
Supervisor Business Development

---



# Town of Pincher Creek

## REQUEST FOR DECISION

*Council or Committee of the Whole*

<b>SUBJECT:</b> Franchise Agreement Renewal - Apex Utilities Inc.	
<b>PRESENTED BY:</b> Konrad Dunbar, Chief Administrative Officer	<b>DATE OF MEETING:</b> 9/23/2024

**PURPOSE:**

With the current franchise agreement with Apex Utilities Inc. set to expire in less than a year. Administration is requesting that Council review the agreement and provide administration any comments or questions prior to proceeding with the creation of the bylaw.

**RECOMMENDATION:**

That Council for the Town of Pincher Creek direct administration to review the agreement process and bring back a draft bylaw to a subsequent council meeting for review.

**BACKGROUND/HISTORY:**

The Natural Gas Distribution System Franchise Agreement with Apex Utilities is set to expire on August 31st, 2025. Depending on the circumstances and requests of the involved parties the renewal process can be timely. In addition, there is a legislative advertising process and bylaw creation. Therefore, administration is bringing this item to Council's attention early so that there is time for Council to review the agreement template and provide administration with feedback.

**ALTERNATIVES:**

That Council for the Town of Pincher Creek accept the report Franchise Agreement Renewal - Apex Utilities Inc. as information.

**IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:**

None at this time.

**FINANCIAL IMPLICATIONS:**

None at this time.

**PUBLIC RELATIONS IMPLICATIONS:**

None at this time.

**ATTACHMENTS:**

2024 Apex Renewal Notice Letter-PC - 3479

Bylaw 1529-15 - Natural Gas Distribution System Franchise Agreement - 3479

Franchise Renewal Process 2024 - 3479

**CONCLUSION/SUMMARY:**

Administration is proposing to proceed to the next steps including first reading in early 2025.

**Signatures:**

**Department Head:**

*Konrad Dunbar*

**CAO:**

*Konrad Dunbar*

June 24, 2024

**Mayor Don Anderberg & Council**  
**Box 159**  
**Pincher Creek, AB T0K 1W0**

Dear Mayor Anderberg & Council,

**RE: Renewal of Natural Gas Distribution System Franchise Agreement**

Apex Utilities Inc. (AUI) presently has the privilege of holding the natural gas franchise for the Town of Pincher Creek pursuant to an agreement effective September 1, 2015. The term of this agreement is for a period of ten (10) years and is to expire August 31, 2025.

AUI would like to take this opportunity to provide the one-year notice to initiate the renewal process with the Town of Pincher Creek and invite Council to consider utilizing the template.

The current franchise agreement template was approved by the Alberta Utilities Commission, March 20, 2015 in **Decision 20069-D01-2015**. Please find attached for your review:

- A copy of the current franchise agreement, utilizing the Commission approved template.
- A summary of the renewal process.

In the interim, if you have any questions or concerns, please contact Irv Richelhoff at 780-980-7305 or, Mark Filteau at 780-980-6772 or by email at [businessdevelopment@agutl.com](mailto:businessdevelopment@agutl.com).

Sincerely,



Irv Richelhoff  
Supervisor, Business Development





BYLAW NO. 1529-15

Of the Town of Pincher Creek, Alberta

related to the

**NATURAL GAS DISTRIBUTION SYSTEM  
FRANCHISE AGREEMENT**



Municipal Bylaw

BYLAW NO. 1529-15

OF THE Town of Pincher Creek, ALBERTA (the "**Municipality**")

A Bylaw of the Municipality to authorize the Mayor and Chief Administrative Officer to enter into an agreement granting AltaGas Utilities Inc. (the "**Company**"), the right to provide natural gas distribution service within the Municipality.

WHEREAS pursuant to the provisions of the Municipal Government Act 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 natural gas distribution service within the Municipality for a period of 10 (ten) 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 a Natural Gas 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:


- 1) THAT the Natural Gas 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 Natural Gas 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.
- 2) THAT the Natural Gas Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.



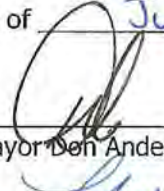
- 3) THAT the Council consents to the exercise by the Company within the Municipality of any of the powers given to the Company by the Water, Gas and Electric Companies Act, R.S.A. 2000 c. W-4, as amended.
- 4) THAT this Bylaw shall come into force upon the Natural Gas Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third reading and finally passed.
- 5) Bylaw No. 1529 and amendments thereto are hereby repealed.
- 6) This bylaw comes into force and effect upon final reading thereof.

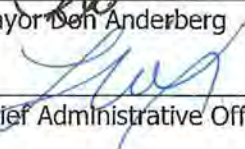
Read a First time in Council assembled this 9<sup>th</sup> day of \_\_\_\_\_ June, \_\_\_\_\_ 2015

  
\_\_\_\_\_  
Mayor Don Anderberg


  
\_\_\_\_\_  
Chief Administrative Officer Laurie Wilgosh

Read a Second time in Council assembled this 28 day of July, 2015

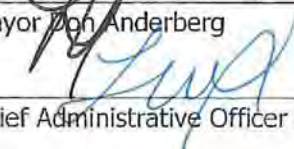
  
\_\_\_\_\_  
Mayor Don Anderberg

  
\_\_\_\_\_  
Chief Administrative Officer Laurie Wilgosh

Read a Third time in Council assembled and Passed this 28 day of July, 2015

  
\_\_\_\_\_  
Mayor Don Anderberg

(seal)

  
\_\_\_\_\_  
Chief Administrative Officer Laurie Wilgosh

# Schedule "A"

## NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

2014

**BETWEEN:**

**Town of Pincher Creek**

---

**- AND -**

**AltaGas Utilities Inc.**

---

**RECEIVED**

JUL 21 2015

**Town of Pincher Creek**

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## NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN:

**Town of Pincher Creek,**  
a municipality located in the Province of Alberta  
(the "**Municipality**")

OF THE FIRST PART

– and –

**AltaGas Utilities Inc.,**  
a corporation having its head office at the City of Leduc,  
in the Province of Alberta  
(the "**Company**")  
OF THE SECOND PART

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

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

### 1) **Definitions and Interpretation**

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

- a) "**Agreement**" means this Natural Gas Distribution System Franchise Agreement;
- b) "**Alternative Course of Action**" shall have the meaning set out in paragraph 14 (c);
- c) "**Commission**" means the Alberta Utilities Commission (AUC) as established under the *Alberta Utilities Commission Act* (Alberta);
- d) "**Company**" means the Party of the second part to this Agreement and includes its successors and permitted assigns;
- e) "**Construct**" means constructing, reconstructing, upgrading, extending, relocating, or removing any part of the Natural Gas Distribution System;

- f) **“Consumer”** or **“Consumers”** as the text may require, means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Natural Gas Distribution Service by the Company pursuant to the Company’s Delivery Tariff;
- g) **“Core Services”** means all those services set forth in Schedule “A” of this Agreement;
- h) **“Delivery Tariff”** means the rates and Terms and Conditions of service approved by the Commission from time to time on an interim or final basis, as the case may be, for the Company to deliver Natural Gas to the Consumer;
- i) **“Electronic Format”** means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- j) **“Extra Services”** means those services set forth in Schedule “B” that are requested by the Municipality for itself or on behalf of its citizens and provided by the Company in accordance with paragraph 7 of this Agreement;
- k) **“GUA”** means the *Gas Utilities Act* (Alberta);
- l) **“Intended Time Frame”** shall have the meaning set out in paragraph 14 (c);
- m) **“Maintain”** means to maintain and keep in good repair any part of the Natural Gas Distribution System;
- n) **“Major Work”** means any Work to Construct or Maintain the Distribution System that costs more than Fifty Thousand (\$ 50,000 ) Dollars;
- o) **“MGA”** means the *Municipal Government Act* (Alberta);
- p) **“Modified Plans”** shall have the meaning set out in paragraph 14 (c)(ii);
- q) **“Municipality”** means the Party of the first part to this Agreement;
- r) **“Municipal Compensation”** shall have the meaning set out in paragraph 20;
- s) **“Municipal Service Area”** means the geographical area within the legal boundaries of the Municipality where the Company has been granted rights hereunder in connection with, among other matters, Natural Gas Distribution Service, as altered from time to time;
- t) **“Municipal Property”** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- u) **“Natural Gas”** means a combustible mixture of hydrocarbon gases;

- v) **“Natural Gas Distribution Service”** means the delivery of Natural Gas in accordance with the Company’s Delivery Tariff;
- w) **“Natural Gas Distribution System”** means any facilities owned by the Company which are used to provide Natural Gas Distribution Service within the Municipal Service Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Service Area and includes any Natural Gas transmission lines owned by the Company within the Municipal Service Area;
- x) **“NOVA Gas Transmission Ltd. (NGTL)”** means NGTL and its successors, as applicable, for purposes of paragraph 5 g) of this Agreement. For greater certainty, the provisions of paragraph 5 g) may only apply in relation to franchises held by ATCO;
- y) **“Operate”** means to operate the Natural Gas Distribution System, or to interrupt or restore service in any part of the Natural Gas Distribution System, in a safe and reliable manner;
- z) **“Party”** means any party to this Agreement and **“Parties”** means all of the parties to this Agreement;
- aa) **“Plans and Specifications”** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuance of any approval that may be required under this Agreement;
- bb) **“Term”** means the term of this Agreement set out in paragraph 2;
- cc) **“Terms and Conditions”** means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;
- dd) **“Work”** means any work to Construct or Maintain the Natural Gas Distribution System; and
- ee) **“Work Around Procedures”** shall have the meaning set out in paragraph 14 (c)(ii).

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



## 2) Term

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:
  - i) 1st day of September, 2015; and
  - ii) the first (1<sup>st</sup>) business day after both of the following have occurred:
    - A. the Commission has approved and acknowledged this Agreement; and
    - B. Council of the Municipality has passed third reading of the applicable adopting bylaw.
- b) This Agreement will expire on the 31 day of August, 2025.
- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

## 3) Expiry of Term of Agreement

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

Agreement, the Parties may, by agreement in writing, amend this Agreement to conform to such franchise agreement template.

#### 4) Grant of Franchise

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

## 5) Franchise Fee

### a) Calculation of Franchise Fee

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

For the first (1<sup>st</sup>) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be Twenty Five percent (25 %).

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

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

### b) Adjustment to the Franchise Fee

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

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

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

### c) Notice to Change Franchise Fee

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

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

d) **Payment of Franchise Fee**

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

e) **Franchise Fee Cap**

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

f) **Reporting Considerations**

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

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

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

**6) Core Services**

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

**7) Provision of Extra Services**

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

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

**8) Municipal Taxes**

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

**9) Right to Terminate on Default**

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

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

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

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

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

a) Detailed Plans

The Company agrees to provide to the Municipality for the Municipality's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications

showing the locations (excluding depth) and alignments of the Natural Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in Electronic Format, where available, together with as many prints of the overall Natural Gas Distribution System as the Municipality may reasonably require. These plans and plan sheets will be updated by the Company on at least an annual basis.

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

b) Provision of Equipment

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

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

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

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

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

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

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

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

Before undertaking any Major Work, or in any case in which the Municipality specifically requests any Major Work, the Company will submit to and obtain the written approval from the Municipality, or its authorized officers, of the Plans and Specifications for the proposed

Major Work and its location. Approval by the Municipality granted in accordance with this paragraph will be limited to an approval of the location and alignment of the Major Work only, and will not signify approval of the structural design or the ability of the work to perform the function for which it was intended.

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

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

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

b) Restoration of Municipal Property

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

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

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

Upon default by the Company or its agent to repair damage caused to Municipal Property as set out above, the Municipality may provide written notice to the Company to remedy the



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

c) Urgent Repairs and Notification to Municipality

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

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

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

f) Approvals

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

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

**14) Responsibilities For Cost of Relocations**

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

- c) For the purposes of this paragraph 14, the term "Alternative Course of Action" will mean any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the Municipality may incur and which the Company will be required to pay in accordance with this paragraph 14 and "Intended Time Frame" will mean the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Natural Gas Distribution System in accordance with this paragraph 14.

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

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

Where:

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

the Company is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of \$3,000 to the Company).

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

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

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

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

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

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

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

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

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

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

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

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

### **a) Municipal Use**

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

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

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

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

- i) first, the third party will be directed to approach the Company to initially request conditional approval from the Company to use that part of the municipal rights-of-way it seeks to use;
- ii) second, upon receiving written conditional approval from the Company, the third party will be directed to approach the Municipality to obtain its written approval to jointly

use that part of the municipal rights-of-way. As a condition of granting its consent, the Municipality may require such third party enter into an agreement with the Municipality, and such agreement may require such third party pay compensation to the Municipality; and

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

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

## **18) Municipality as a Retailer**

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

## **19) Reciprocal Indemnification and Liability**

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

by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:

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

## **20) Assignment**

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

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

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees the Municipality may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party

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

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

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

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

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

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

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

## **21) Notices**

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



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

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

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

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

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

## **23) Dispute Settlement**

- a) If any dispute or controversy of any kind or nature arises relating to this Agreement or the Parties' rights or obligations hereunder, the Parties agree such dispute or controversy will be resolved by negotiation, and where such negotiation does not result in the settlement of the matter within thirty (30) days of notice of such dispute being provided by one Party to the other Party, and to the extent permitted by law, the Company and Municipality agree that unresolved disputes pertaining to this Agreement, other than those contemplated in paragraphs 3 and 20

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

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

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

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

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

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

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

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

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

If either Party fails to meet its obligations hereunder within the time prescribed, and such failure is caused or materially contributed by an event of "force majeure", such failure will be deemed not to be a breach of the obligations of such Party hereunder, but such Party will use its best efforts on a commercially reasonable basis to put itself in a position to carry out its obligations hereunder. The term "force majeure" will mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, acts of terrorism (either foreign or domestic), sabotage,

war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority (excluding the Municipality) having jurisdiction, civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances will be deemed not to be an event of "force majeure".

## **26) Terms and Conditions**

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

## **27) Not Exclusive Against Her Majesty**

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

## **28) Severability**

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

## **29) Amendments**

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

## **30) Waiver**

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

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

**31) Confidentiality**

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

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

**Town of Pincher Creek**

PER: \_\_\_\_\_

PER: \_\_\_\_\_

**AltaGas Utilities Inc.**

PER: \_\_\_\_\_

PER: \_\_\_\_\_

Greg Johnston  
President

## SCHEDULE "A" Core Services

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

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

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

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

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

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

Where privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting such disclosure prevent the Company from providing the information above, the Company will make reasonable attempts to aggregate the information so as to comply with the applicable rules. The

Company will not be obligated to provide such aggregated information if it believes such aggregation will not allow the Company to comply with the applicable rules.

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

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

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

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

## **Natural Gas Distribution System Franchise Agreement - Renewal Process**

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As the Alberta Utilities Commission (“AUC”) has approved **Rule 029 Applications for the Municipal Franchise Agreements and Associated Franchise Fee Rate Riders**, April 1, 2015, Apex Utilities Inc. (“AUI”) provides the following steps as a useful guide in the franchise renewal application process. If you have any questions or concerns as we move through the application process please do not hesitate to contact the undersigned directly.

**1. AUI provides the municipality with:**

- A copy of the current franchise agreement.
- A copy of the AUC approved gas franchise agreement template.
- A document outlining the steps to the renewal process.

**2. AUI may provide additional documents if requested:**

- Copy of the Franchise Fee Revenue for 5 years.
- Sample of the by-law given for first reading.

**3. Following, at minimum, the first reading given to the bylaw, the following information is needed by AUI to continue with the renewal process:**

- Information regarding the newspaper with the largest circulation in the municipal area, what day of the week it is published and the phone number.
- Name and contact information of the Municipal Contact for the Notice of Application to be published in the newspaper provided above.
- Copy of the by-law given first reading.
- A copy of the finalized Agreement. (initialled but not necessarily signed)

**4. Application Notice:**

- AUI will calculate the effect of the proposed franchise fee chosen by the Municipality on a typical residential customer.
- AUI will create and publish the Notice of Application in the newspaper provided by the municipality.

**5. Objections:**

- Both AUI and the municipality must record any written objections to the proposed franchise agreement. As per Rule 029 a copy of all written objections and the corresponding correspondence must be filed with the application to the AUC.



6. Submission

- If no objections are received, or if objections are received and satisfied, AUI will electronically submit the application to the AUC.

7. The AUC will:

- Issue an order authorizing the Franchise Agreement is for the public convenience and properly conserves the public interest.
- Indicate via email that they have approved the Franchise Agreement.

8. AUI will notify the municipality of the decision, sign and seal two Franchise Agreements, and send them back to the municipality for execution.

9. The municipality, once notified of the AUC's Decision, can proceed to:

- Give second and third reading to the by-law, if not already completed.
- Sign and seal two (2) Franchise Agreements provided by AUI.
- Send one (1) copy of the certified by-law and one (1) fully executed Franchise Agreement to AUI.

If you have any questions, or require clarification of anything presented above, please don't hesitate to contact Irv Richelhoff at (780) 980-7305 or by email at [irichelh@agutl.com](mailto:irichelh@agutl.com) or Mark Filteau at (780) 980-6772 or email at [mfilteau@agutl.com](mailto:mfilteau@agutl.com).

Sincerely,

**ALTAGAS UTILITIES INC.**



Irv Richelhoff  
Supervisor, Business Development



**Town of Pincher Creek  
COUNCIL DISTRIBUTION LIST  
September 23, 2024**

<b><u>Item No.</u></b>	<b><u>Date</u></b>	<b><u>Received From</u></b>	<b><u>Information</u></b>
1.	September 11, 2024	Napi Friendship Center	Workforce Training Program
2.	September 11, 2024	Workforce Training Program	Energy Futures Lab Invitation to Workshop
3.	September 12, 2024	Special Olympics	2027 Winter Games Bid Package Special Olympics Alberta
4.	September 13, 2024	Meredith Daniel, MA Corporate Officer	City of Ferine Invitation to Annual Regional Elected Officials Meeting
5.	September 13, 2024	Alberta Health Advisory Councils	Interest in Joining Regional Advisory Council



# WORKFORCE TRAINING PROGRAM 10 SPOTS AVAILABLE

Are you under employed?  
Do you need more training to  
advance your career or small  
business?



**QUESTIONS?**

**ATTEND ONE OF OUR INFO  
SESSIONS!**

**Crowsnest Pass MDM Rm 10C  
September 12, 6-7pm**

**Fort McLeod KFFC 1905 5 Ave  
September 19, noon-1pm  
Light lunch provided**

**FOR MORE INFORMATION EMAIL:**

**[napiworkforce@gmail.com](mailto:napiworkforce@gmail.com)**



# WORKFORCE TRAINING PROGRAM 13 SPOTS AVAILABLE

Are you under employed?  
Do you need more training to  
advance your career or small  
business?

**BOOK A TIME TO SEE HOW  
THIS FLEXABLE PROGRAM  
CAN HELP YOU!**

**Call 403-627-4224 or email  
now before all spots are filled!**

**Napi Friendship Centre  
622 Charlotte Street**

**MORE INFORMATION:**

[napiworkforce@gmail.com](mailto:napiworkforce@gmail.com)





## SHAPING ENERGY FUTURE COMPETITIVENESS IN SOUTHERN ALBERTA

Pincher Creek and area, in partnership with the Energy Futures Lab and SASCI

### The Challenge

As global markets continue to shift, it presents both opportunities and risks for Southern Alberta's economic future. By collaborating and working together with regional champions, we aim to strengthen relational connectivity across system actors in the region to help strategically position Southern Alberta for opportunities as they arise

*...in a way that builds alignment (shared interest, partnerships, leadership, actions) around emerging industries.*

### The Invitation

Through a series of professionally facilitated sessions, we'll bring regional leaders and representatives together to explore these topics. We'll be hosting an in-person workshop in Pincher Creek, with an additional online orientation.

Join us to:

- Explore economic opportunities available to Pincher Creek and area
- Identify how to leverage opportunities to build the region's competitiveness as global markets shift
- Determine how to do this in a way that generates the best possible outcomes for current and future generations

The engagements will be stewarded by the Energy Futures Lab, known for generative and collaborative multi-stakeholder convening, and a Convening Team from Pincher Creek and area.

## Who is This For?

The Energy Futures Lab has hosted similar regional engagements across Alberta and understands the value of bringing together participants from diverse sectors. This approach fosters the creation of solutions that are pragmatic, actionable, regionally appropriate, and ultimately benefit the people and communities within the region.

A cross section of sector and social representation will include:

- **Municipal Government and Elected Officials**
- **Regional Connectors and Economic Development Agencies**
- **Local Industry Representation:** energy management, agriculture, manufacturing, tourism & others
- **Local Entrepreneurs and Business Owners**
- **Academics and Researchers**
- **Others interested and engaged in the regions energy future**

### Online Orientation

**October 8, 2024 11.00 - 1.00**

This online session will contextualize the purpose and objectives of the regional engagement work, including the Energy Futures Lab's role and their upcoming study on energy markets.

### Full Day Workshop Hosted in Pincher Creek

**October 23, 2024 8.45 - 5.00 Heritage Inn, Pincher Creek**

Coming together in-person will build cohesion and grow authentic and high-impact collaboration among participants and energy system actors and influencers.

During this dynamic working session, participants will:

- Explore economic opportunities for the area's competitiveness as global markets shift
- Build and deepen connections between participants from across sectors
- Brainstorm and prioritize areas of strategic attention

**We look forward to working together to explore Pincher Creek and area's energy future.**





# 2027 Winter Games **BID PACKAGE**



**Special  
Olympics**  
Alberta



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# The story of our Games

The Special Olympics Alberta Winter Games are a property of Special Olympics Alberta and are intended to provide a multi-sport competitive opportunity for athletes with an intellectual disability. Special Olympics Alberta works in partnership with the local host community Games Organizing Committee in delivering these games.

Special Olympics believes that the Winter Games are a program belonging to all Albertans and that the success of the program is dependent upon the ongoing involvement and cooperation of all its key partners. Therefore, a major role of Special Olympics involves working with communities, businesses, law enforcement, sponsors, volunteers, provincial sport associations, and government in all aspects of Games development, administration, and operations.

These Games are an opportunity to celebrate sport. Preference will be given to community bids that offer ancillary activities that showcase your community spirit and the power of sport. Experience(s) should be accessible to all participants, and the community.

The Games Experience for many of these athletes is the very reason why they participate. Meeting new people and seeing old friends is very important to Special Olympics athletes so social activities should allow for maximum socialization. Travelling to a new community for many is exciting and a new experience, as well as sleeping in unfamiliar surroundings, and eating in a large area with many people. All of these and many more need to be considered carefully, to ensure that the athletes have the best games experience possible.

The Special Olympics Alberta Provincial Games provide communities with an excellent opportunity to access a multi-sport games hosting experience that requires minimal financial investment and utilizes existing facilities. This process has been developed to identify suitable hosts. SOA will work with selected hosts to set in place a plan to ensure a successful and rewarding games experience for both hosts and teams attending.

Special Olympics invites all communities within the Province of Alberta, capable of appropriately accommodating 900 athletes, plus 200 coaches and chaperones, including adequate sport facilities, to bid to host the 2027 Special Olympics Alberta Winter Games. To be considered as a potential host each municipality must submit an introductory bid, outlining the key points found below.



# Bid Requirements

The deadline for submitting a bid to Special Olympics Alberta is Friday, November 1st, 2024. The following items need to be included in your bid:

1. Support Letters
2. Previous Event Experience
3. Proposed Dates of Your Games
4. Host Organizing Committee
5. Number of Participants
6. Food Services
7. Transportation
8. Proposed Facilities
9. Accommodation
10. Medical Facilities
11. Finances
12. Additional Information

## **Please send submissions and address questions to:**

Jill Moore - Vice President, Sport  
Special Olympics Alberta  
12122 68 St NW Edmonton, AB T5B 1R1  
1(800)-444-2883  
[jmoore@specialolympics.ab.ca](mailto:jmoore@specialolympics.ab.ca)

## **Review of Submissions**

Special Olympics Alberta (SOA) will review the submissions and select the Host Community based on established criteria (see Bid Guidelines). A bid tour may need to be conducted depending on the number and suitability of submissions that are received. Communities will be contacted by December 1st, 2024 regarding the status of their bid and if any follow up or a bid tour will be required.

## **Official Notification**

The CEO of Special Olympics Alberta will officially notify the Host Community and announce the site of the Winter Games.



# Submission Details

## **Bid submissions must contain the following information:**

*Please refer to the appendices for additional information*

### **1. Support Letters**

Include an indication of support and commitment from local organizations and agencies. A statement of support and commitment from the local municipal council and any other co-operating municipalities is required. There should be clarification if the bid is a joint municipal bid or not.

Because of the critical relationship between Special Olympics and Law Enforcement through the Law Enforcement Torch Run we would like to see at least one letter from a local law enforcement agency as part of your bid.

### **2. Previous Event Experience**

Indicate past experiences hosting Zone, Provincial, and National events. Please also include the history, involvement, and support of SPAR - Government of Alberta and/or Special Olympics programs at the Municipal and Zone level.

### **3. Proposed Dates of Your Games**

The dates for the 2027 Special Olympics Alberta Winter Games have tentatively been set for the time frame of late January to late February.

### **4. Host Organizing Committee**

It is not necessary to identify a full organizing committee for the purpose of bidding. However, it is important to identify key potential organizing committee members and a proposed structure.

### **5. Number of Participants**

As a rule, a host community will need to accommodate approximately 1100 athletes, coaches, and chaperones for both sets of games. Communities must show that they are capable of adequately housing and feeding that number of participants.



Being able to provide healthy and balanced meals to team members in a timely fashion and sanitary environment is the priority for food services. Although some meals may be split between different venues at certain points it may be necessary to feed all participants at once (i.e. Dance). Include a brief description of plans to feed athletes, coaches, and technical officials and proposed location of food centre(s).

### **7. Transportation**

Include provisions for movement of participants within the community. We do not expect a detailed travel schedule, but we do need to know if you will have access to enough buses and other means of transportation.

*Note: At certain points it may be necessary to provide buses to move all participants at once. (i.e. following Opening Ceremonies and the athlete dance)*

### **8. Proposed Facilities**

Bid submissions must include a description of the facilities that are available for staging each of the proposed events. It is important to note that the athletes and public's perception of the quality of the Games is very much shaped by the quality of the facilities provided.

### **9. Ceremonies**

The proposed location(s) for all games ceremonies (including Opening Ceremonies, Closing Awards Presentations) should be included. Closing ceremonies tend to be less formal than opening and may be held at each sport venue simultaneously.

### **10. Sport**

*Refer to Appendix II*

Each sport has minimum facility requirements, i.e. number of floors for floorball, number of lanes for bowling, etc. Sport specific "field of play" requirements for each facility are available from SOA and PSOs. Regulation size competition areas are required.





All facilities must meet minimum safety requirements as established by the sport governing body.

- Facility description (size, number of sheets/courts, etc., floor type)
- Does the facility meet the minimum requirements outlined by the Provincial/National Sport Association?
- What is the seating capacity for spectators? Parking capacity?
- What equipment is available within your community, if applicable? (i.e. timing equipment, etc.)
- What is travel time from proposed participant accommodation to sport venues? (i.e. out-of-town venues)
- Is the facility wheelchair accessible?
- Number of washrooms/change rooms/showers?
- Contingency plans

### **9. Accommodation**

Athletes and coaches are generally housed in hotels, student residences, barracks, and school classrooms. Gymnasiums are not considered adequate housing facilities. Accommodation requirements should be based on 1100 athletes and coaches. Include location and description of proposed accommodation that will house the athletes and coaches.

Include a description of hotel/motel facilities (i.e. number of rooms available) available for technical officials, Mission staff, special guests, and spectators.

All accommodation under consideration must be wheelchair accessible.

### **10. Medical Facilities**

Include availability of medical treatment and provisions for first aid treatment at competition sites. All medical treatment and locations should be in accordance with the Health Canada guidelines. All medical facilities locations under consideration must be wheelchair accessible.

### **11. Finances**

*Refer to Appendix III*

Bid submissions must outline the proposed cost of operating the Games. Special Olympics Alberta will work with hosts to finalize a budget as well as to support revenue generation.

### **12. Additional Information**

Include population of community, visitor accommodation, other items of interest, etc.



# Roles & Responsibilities

## **Responsibilities of Special Olympics Alberta:**

Special Olympics select the host responsible for staging the 2027 Special Olympics Alberta Winter Games. Special Olympics Alberta will be the legal entity that the Games will be incorporated under. Special Olympics establish the philosophy, policy, standards, and guidelines of the 2027 Special Olympics Alberta Winter Games. In conjunction with its Games Partners, Special Olympics has set high standards for Games operations, including:

1. Financial and administrative operations
2. Communications utilized during the Games
3. Security and safety of athletes while at the Games
4. Transportation, accommodation, and subsistence provided for athletes participating at the Games
5. Competition format, rules and facilities

Special Olympics will provide support, leadership and information to support planning of the Summer Games.

## **Finances**

Special Olympics Alberta will provide a certain percentage of funding (specific amount to be determined) based on the approved budget for the Games. This contribution represents support from Special Olympics Alberta, Special Olympics Provincial Sponsors and the Provincial Government. Special Olympics Alberta will be responsible for any budget shortfall.

## **Official Sports**

The 2027 Special Olympics Winter Summer Games will include the following official winter sports: 5 Pin Bowling, Alpine Skiing, Cross Country Skiing, Curling, Snowshoeing, Figure Skating, Speed Skating, and Floorball.

Special Olympics Alberta is responsible for developing the technical packages and helping provide technical delegates for each sport.

## **Insurance Coverage**

All matters relating to the insurance coverage for the Games must meet the requirements of Special Olympics Alberta.

## **Use of Special Olympics Logos**

Special Olympics must approve all use of their organization logo.



### **Responsibilities of the Games Organization Committee:**

The Games Organizing Committee is responsible for all Games Operations in the host community, in partnership with Special Olympics including:

- Planning and executing the Games and related events within the framework of the Special Olympics bylaws, goals, guidelines, and standards.
- Developing the Games budget, all major incomes, expenditures, and cash flow.
- Raising adequate funds to offset expenses.
- Providing resources, both volunteer and professional, to successfully stage the Games.
- Providing adequate competition, accommodation, and food services for approximately 1400 participants.
- Ensuring all aspects of the competitions are planned in consultation with Special Olympics including venue preparation, equipment and supplies, schedules, results, protest procedures, and volunteer requirements.
- Providing adequate medical, security, telecommunications, and internal transportation services.
- Establishing early communication with local sport clubs and Provincial Sport Organizations where necessary.
- Be the liaison to and coordinate planning with all Games partners.
- Providing regular ongoing financial reports
- Ensuring that final Games records are submitted to Special Olympics including written reports, pictorial records, and economic impact studies.





# Games Funding

The financial operation of the Games will be the responsibility of the host community Games Organizing Committee based on budget approval and monitoring by Special Olympics. The following is the financial support available for the 2027 Special Olympics Alberta Winter Games:

- \$100,000** Special Olympics Alberta Games Grant
- \$ 95,000** Games Registrations (estimate based on \$95 x 1000 registrants)

## Other Sources of Funding

The host municipality traditionally provides cash and/or gifts in kind towards the operation and staging of the Games. These commitments should be outlined in the bid submission.

It is anticipated that in addition to grant funding, the host community will solicit cash and/or gifts in kind from the private sector and raise the necessary cash and gifts to offset Games expenses.







# Appendix I - Games Schedule

<b>FRIDAY</b>	
11:00 – 3:00pm	Team arrivals
11:00 – 3:00pm	Potential Competition (select sports)
11:00 - 4:00pm	Participant Registration
4:00pm	Teams setting into Accommodations
5:00pm	Transport to Supper and Opening Ceremonies
5:30pm	VIP Reception
6:30 - 8:00pm	Supper and Opening Ceremonies
8:00pm	Transport to Hotels
8:00 - 9:30pm	Head Coaches Meeting

<b>SATURDAY</b>	
6:00 am - 8:00 am	Breakfast
7:30am - 9:30am	Buses to Venues
8:00am - 4:00 pm	Competitions
12:00pm - 1:00 pm	Lunch @ Venues
4:00pm - 5:00pm	Buses return to hotels
4:00pm - 5:30pm	Buses to Athlete Banquet & Dance
5:00pm - 10:00pm	Banquet & Dance
8:00pm - 10:00pm	Buses return to hotels



<b>SUNDAY</b>	
6:00 - 9:00am	Breakfast and Checkout
7:30 - 9:30am	Buses to Venues
9:00am - 1:00pm	Competitions
12:00-1:00pm	Lunch Closing
2:00pm	Ceremonies
2:00-3:00pm	Participants Depart





# Appendix II - Facility Requirements

## All facilities must have:

- Washrooms
- Change Rooms
- Awards area & Awards Presenters Check-in area
- Results Room
- Medical Area
- Volunteer Check-in area
- Accessible spectator viewing

## Alpine Skiing

- Runs dedicated to beginner, intermediate, and advanced competition
- Map of facility
- B netting & Padding for obstacles as necessary
- Electronic Timing
- Equipment Storage
- Volunteers and Officials area
- Warming Huts

## Cross Country

- 100m straight course (8 lanes) & 500m Classic & Free looped course
- 1km, 2.5km, 5km, 7.5km, 10km (Classic and Free double tracked course)
- Electronic Timing
- PA System
- Changing Area
- Officials and Volunteer Room
- Warm-up Area
- Waxing Facilities
  - Grooming Equipment
  - Access Control
- Warming Huts



### **5-Pin bowling**

- 20 Lanes (can be negotiated)
- Computer Scoring
- Bowling house balls and Bowling shoes (rental)
- Technician on site
- Officials Room
- Coach Area behind field of play
- Ability to restrict access to field of play
- Spectator viewing area

### **Floorball**

- 6 regulation size floorball floors
- Officials Room

### **Snowshoe**

- 400m course with painted lines
- Warm-up Area
- Electronic Timing System
- PA System
- Volunteer & Officials Area
- Warming Huts
- Spectator Area

### **Curling**

- 8 Sheets of ice (can be negotiated)
- Warm-up area is ideal
- Officials & Volunteer Room
- Equipment Storage Area
- Locker/Change Rooms
- Coach/Alternate Area (3 chairs behind glass on each sheet)

### **Figure Skating**

- 1 regulation-size ice surface
- Registration table
- Dressing rooms
- Officials & Judges Room
- Results area w/ printer & paper

### **Speed Skating**

- 1 regulation size rink
- Washroom & Dressing room facilities
- Officials & Volunteer room
- Results area



# Appendix III - Games Budget Template

## TEMPLATE BUDGET

<b>REVENUES</b>		
Reg Fees (\$95 x 1000 people)		\$95,000
SOA Grant		\$100,000
Donations, Grants, VIK to be solicited		\$150,000
<b>TOTAL REVENUE</b>		<b>\$345,000</b>
<b>EXPENSES</b>		
<b>Sport</b>		<b>\$25,000</b>
<b>Accommodation</b>		<b>\$235,000</b>
	<i>Athletes Village</i>	\$230,000
	<i>Sport Technical</i>	\$5,000
<b>Meals</b>		<b>\$95,000</b>
	<i>Friday Supper</i>	
	<i>Saturday - breakfast/lunch/supper</i>	
	<i>Bag Lunches</i>	
	<i>Snacks at all venues</i>	
<b>Special Events &amp; Hospitality</b>		<b>\$40,000</b>
	<i>VIP Reception</i>	
	<i>Ceremonies</i>	
	<i>Athlete Banquet &amp; Dance</i>	
	<i>LETR</i>	
	<i>Medal Presentations</i>	
<b>Transportation</b>		<b>\$33,000</b>
	<i>Buses/Drivers/Fuel</i>	\$30,000
	<i>Courtesy Vehicles</i>	\$3,000
<b>Medical and Security</b>		<b>\$3,000</b>
<b>Public Relations/Communications</b>		<b>\$17,000</b>
	<i>Printing &amp; Signage</i>	
	<i>Athlete Swag Bags</i>	
	<i>Medals</i>	
	<i>Sponsor Recognition</i>	
<b>Volunteers</b>		<b>\$6,500</b>
	<i>Volunteer Admin</i>	\$500
	<i>Uniforms</i>	\$3,500
	<i>Appreciation</i>	\$3,000
<b>General Administration</b>		<b>\$43,500.00</b>
	<i>Staffing Costs</i>	\$40.00
	<i>Accreditation</i>	\$1,000
	<i>Games Office</i>	\$2,500
<b>TOTAL EXPENSES</b>		<b>\$498,000</b>

Good afternoon,

The City of Fernie would like to invite your Council members and CAO's to attend the annual Regional District of East Kootenay/SW Alberta Elected Officials Meeting on Wednesday, October 23<sup>rd</sup> in Fernie, BC.

The event will be held at 5:30 pm at the Bayleaf Indian Fusion Restaurant, located at the Fernie Golf Course (201 Fairway Drive). Dinner will be a buffet with both Indian and Western dishes available. A cash bar will be open for all attendees.

Please share this information with your Councils and CAO's and kindly RSVP the number of attendees for your community by **Friday, October 11<sup>th</sup>** to [cityhall@fernie.ca](mailto:cityhall@fernie.ca). If you have any allergies or dietary restrictions, please let us know in your rsvp.

We look forward to seeing everyone soon.

Best,

**Meredith Daniel**, MA (she/her) | Corporate Officer | City of Fernie | Box 190, 501 3rd Avenue | Fernie, BC | V0B 1M0  
**T** 250-423-2235 | **E** [meredith.daniel@fernie.ca](mailto:meredith.daniel@fernie.ca) | **W** [www.fernie.ca](http://www.fernie.ca)

**Join the conversation at [letstalk.fernie.ca](http://letstalk.fernie.ca) !**

We are reaching out from Alberta Health, Advisory Councils Secretariat, to seek interest from municipally elected leaders in your community to join a regional advisory council.

The new regional advisory councils aim to better reflect local voices, bring forward local priorities and provide input on how to improve the health care system. As part of the work to refocus the health care system, council members will advise government and the new primary care, acute care, continuing care, and mental health and addiction provincial health agencies on clinical service planning, capital planning and workforce planning.

Municipal representatives are connected to the communities they serve and understand their local health needs. As the Chief Administrative Officer of Pincher Creek, we are hoping you would share this opportunity with your mayor and councillors.

Interested municipal representatives can send their information to the Advisory Councils Secretariat at [health.rac@gov.ab.ca](mailto:health.rac@gov.ab.ca) by October 11. Please have them include their name, address and a resume or a short biography. More information about the advisory council's role is available at <https://www.alberta.ca/advisory-councils-health>. If you have any questions, you can reach us at 780-217-5713 or through email.

The council will meet virtually and in-person four to six times a year. There are other expectations, including involvement in community engagement.

Thank you for your help as we work together to build a strong health system that is responsive to the needs of Albertans.

Sincerely,

Advisory Councils Secretariat  
[health.rac@gov.ab.ca](mailto:health.rac@gov.ab.ca)