



Agenda
Village of Nampa
Council Meeting
May 13, 2020
Village of Nampa Council Chambers
7:00 p.m.

1. Call the meeting to order

2. Adoption of the agenda

3. Adoption of Previous Minutes

- 3.1 Minutes of the Regular Council Meeting held April 21, 2020
- 3.2 Minutes of the 2020 Operational & Capital Budget & 2020 Milrate Bylaw

4. Business Arising out of the Minutes

- 4.1 Rezoning of Properties - Update

5 New Business

- 5.1 RFD: Approval for culvert Work
- 5.2 ATCO Electric Franchise Agreement & Franchise Bylaw # 456 1st Reading
- 5.3 RFD: Quality Management Plan Cancellation Request
- 5.4 RFD: Local Access Fees Paid to the Village
- 5.5 Community Declaration - Seniors Week June 1-7, 2020
- 5.6 RFD: Approval to Purchase Sweeper and Gutter brush

6 Reports

- 6.1a Cheque Listing For Council # 20200183 - # 20200205 April 20 - May 7, 2020
- 6.1b March 2020 Bank Rec
- 6.2 CAO Report May 13, 2020
- 6.3 Public Works Report
- 6.4 Mayor/Deputy Mayor/Councilor Reports & Upcoming Meetings May 13, 2020

7. Correspondence

- 7.1 Rajan Sawhney, Minister of Community and Social Services, April 27, 2020 RE: FCSS Regulatory Restrictions Suspension
- 7.2 Ruth McCuaig, Executive Assistant , Town of Peace River, Email dated May 6, 2020 RE: Minutes of the PRHARC meeting held on May 5, 2020 and Rural Health Care Appreciation Letter
- 7.3 North Peace Housing Board Meeting Synopsis May 6, 2020

8. Closed Session

- 8.1 Legal Issue - FOIP Section 23

9 Adjournment

Request for Decision (RFD)
Council Meeting May 13, 2020

Topic: Culvert Work

Background:

Public Works foreman, Mayor and CAO met to discuss some issues within the Village regarding culverts, back alley drainage issues, etc.

Attached is a quote to change out two culverts that need attention, sooner than later.

Areas of work to be done:

- Install a new culvert behind 10018-101 Street that goes under Railway Avenue
- Replacement of culvert at 101 A Avenue and move to proper location

Administration Recommendation:

That council approve to have the work done

QUOTE

TRI-LINE CONTRACTING LTD.

11805-91 Street

Peace River, Alberta T8S 1Y3

Dale Gour

Phone: 780-625-9052

Fax: 780-925-2667

Email: dalegour@trilinecontracting.com

April 27, 2020

Jeremy

Village of Nampa

Here is a quote to change out two culverts in town this includes digging & dispose of materials filling in old culvert with fillcrete concrete to prevent settlement as culvert decays away saw cutting and grave included

Total cost \$ 21,590.00 + GST

Thanks

Dale Gour

Tri-line contracting services LTD

Note: This proposal is made on the basis of current material and labour costs. A delay in acceptance of more than 30 Days will require a review of the proposal and re-dating before the agreement becomes binding. Any changes in the work and the price to be charged shall be put in writing.



Agenda Item # 5.2

Request for Decision (RFD)
Council Meeting May 13, 2020

Topic:

ATCO Electric Franchise Agreement Renewal & Franchise Bylaw # 56

Background:

The Village has a franchise Agreement with ATCO Electric, which is renewed every 10 years. Attached is the agreement, the bylaw and the summary of changes provided by ATCO since 2010.

Administration Recommendation:

That council enter into another 10 year agreement with ATCO and that council give Bylaw # 456 first reading.

2012 New Franchise Agreement Template – Summary of Changes

- By 2010 it was time to review and refresh the 2001 Franchise Template.
- ATCO Electric worked with the Alberta Urban Municipalities Association (AUMA) and FortisAlberta to update the 2001 Franchise Template.
- Updated template first shared at AUMA workshops in 2011.
- Updated template was approved by the Alberta Utility Commission (AUC) in the fall of 2012.
- The updated template is now ATCO Electric's standard Franchise Agreement.

Article 1 – Definitions

- for the most part minor updates ie EUB now AUC; Major Work now \$100k instead of \$50k

Article 2 – Term - Same Initial term of 10-yrs

Article 3 – Expiry and Renewal of Agreement

- Same:
 - If not terminated, agreement automatically extends one year
 - One year after expiry, franchise fee reduced by 50%
- New:
 - Two possible five-year term extensions

Article 4 – Grant of Franchise

- Same:
 - Municipality grants an ATCO Electric an exclusive franchise to:
 - Provide electric distribution service
 - Own & operate the electric distribution system
 - Non-exclusive use of municipal rights-of-way
- New:
 - Municipality supports utility in potential service area disputes

Article 5 – Franchise Fee

- Same:
 - Fee is paid in consideration of the Grant of Franchise
 - Fee is linked to privileges granted by Franchise Agreement
 - Fee is calculated as a percentage of Distribution Tariff
 - Fee is recovered on a municipally-specific basis
- New:
 - Annual Fee Adjustment – timelines
 - Process to change Fee Cap outlined – AUC approval is required

Article 11 – Street Lights

- What's the same?
 - All new street lights will be enrolled on the investment rate
 - Standard and non-standard street lighting available
 - Utility to carry adequate stock of standard street lights
 - Non-standard lighting requires a Non-Standard Lighting Agreement
 - Any municipality-owned street lights will be on a commercial rate (municipality responsible for maintenance)
 - Street lights are much the same as existing Agreement biggest change is that Decorative lights are no longer split out separately and are treated as either standard or Non-standard lights
- What's New?
 - Conversion of no investment to investment street lighting.
 - Changed to a single formula
 - Standard street lighting listed in street light catalog
 - One year written notice to changes in street light catalog
 - Manufacturer discontinuations will be provided in writing and work together to find a acceptable replacement
 - ATCO Electric to inform municipalities and AUMA of changes to detailed street light patrols
 - Yearly mutual exchange of street lighting information and mapping with option to mark municipality owned lights

Article 12 – Increase in Municipal Boundaries - Much the same as the existing agreement – biggest change is Municipality will assist AE in Service Area Disputes that arise during an annexation (i.e. REAs)

Article 15 – Responsibilities for Cost of Relocations – Same, except the reworded to eliminate the municipality's ability to work on Distribution System – this was a serious safety and liability issue for municipality – this has been replaced with a legal remedy

Article 17 – Joint Use of the Distribution System - No Rental charge but all proposed attachments must be approved by Company – For safety reasons

Article 22 – Dispute Settlement

Article 30 – Dissolution - follows legislation – the receiving municipality will assume the agreement

Schedule A – Core Services: enhanced reporting available on request

Schedule B – Extra Services: examples removed (in over 10 years NO municipality has ever used this provision)

Schedule C – Street Lighting: Minor rewrite

BYLAW NO. 456
VILLAGE OF NAMPA, ALBERTA
(the "**Municipality**")

A Bylaw of the Municipality to authorize the Mayor and Chief Administrative Officer to enter into an agreement granting ATCO ELECTRIC LTD., (the "**Company**"), the right to provide electric distribution service within the geographical area within the legal boundaries of the Village of Nampa as altered from time to time (the "**Municipal Service Area**").

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

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

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

NOW THEREFORE the Council of the Municipality enacts as follows:

THAT the Electric Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Electric Distribution System Franchise Agreement for the Municipal Service Area and on behalf of the Municipality, and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Municipality.

THAT the Electric Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.

THAT the Council consents to the exercise by the Company within the Municipal Service Area 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.

THAT this Bylaw shall come into force upon the Electric Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third reading and finally passed.

Read a First time this 13 day of May, 2020.

Mayor

Chief Administrative Officer

Read a Second time this _____ day of _____, 2020.

Read a Third time and Passed this _____ day of _____, 2020.

Mayor

Chief Administrative Officer

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

Village of Nampa

- AND -

ATCO Electric Ltd.

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ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT made effective the ____ day of _____ 2020.

BETWEEN:

Village of Nampa,
a Municipal Corporation located in the Province of Alberta
(the "**Municipality**")

OF THE FIRST PART

- and -

ATCO Electric Ltd.,
a body corporate and public utility with its
head office in the Edmonton in the Province of Alberta
(the "**Company**")

OF THE SECOND PART

WHEREAS:

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

NOW THEREFORE:

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

	Initials
Municipality	
Company	

1) DEFINITIONS AND INTERPRETATION

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

- a) **"Commission"** means the Alberta Utilities Commission, as established under the Alberta Utilities Commission Act (Alberta);
- b) **"Company"** means the Party of the second part to this Agreement and includes its successors and assigns;
- c) **"Construct"** means constructing, reconstructing, upgrading, extending, relocating or removing any part of the existing Distribution System or proposed Distribution System;
- d) **"Consumer"** means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Electric Distribution Service by the Company pursuant to the Company's Distribution Tariff;
- e) **"Core Services"** means all those services set forth in Schedule "A";
- f) **"Detailed Street Light Patrol"** means a detailed street light patrol of Company-owned street lights conducted by the Company on a schedule reasonably determined by the Company from time to time, currently a seven to nine year cycle as at the date of this Agreement;
- g) **"Distribution System"** means any facilities owned by the Company which are used to provide Electric Distribution Service within the Municipal Service Area, and, without limiting the generality of the foregoing, shall include street lighting, where applicable, and poles, fixtures, luminaires, guys, hardware, insulators, wires, conductors, cables, ducts, meters, transformers, fences, vaults and connection pedestals, excluding any transmission facilities as defined in the EUA;
- h) **"Distribution Tariff"** means the Distribution Tariff prepared by the Company and approved by the Commission on an interim or final basis, as the case may be;
- i) **"Electric Distribution Service"** means electric distribution service as defined in the EUA;
- j) **"Electronic Format"** means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- k) **"EUA"** means the *Electric Utilities Act* (Alberta);
- l) **"Extra Services"** means those services set forth in Schedule "B" that are requested by the Municipality for itself or on behalf of a Consumer and provided by the Company in accordance with Article 7;
- m) **"First Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- n) **"HEEA"** means the *Hydro and Electric Energy Act* (Alberta);

	Initials
Municipality	
Company	

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

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

	Initials
Municipality	
Company	

2) TERM

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

- a) _____ day of _____ 2020 or
- b) **the first day after both of the following have occurred:**
 - i) Commission approval of this Agreement; and
 - ii) the Municipality having passed third reading of the applicable adopting bylaw _____.

3) EXPIRY AND RENEWAL OF AGREEMENT

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

- a) During the first (1st) year following the expiration of the Initial Term all the rights and obligations of the parties under this Agreement shall continue to be in effect. Following the expiration of the First Subsequent Term, the Parties agree that this Agreement may be extended for an additional five (5) year term (the "Second Subsequent Term") commencing at the end of the First Subsequent Term, provided that one of the Parties shall provide notice to the other Party of its wish to extend this Agreement for the Second Subsequent Term and the other Party confirms, no later than one (1) year prior to the end of the First Subsequent Term, that it also wishes to extend the Term of this Agreement for the Second Subsequent Term.
- b) If the Municipality has not provided notice to the Company to exercise its right under Article 10 to require the Company to sell the Distribution System within the Municipal Service Area to the Municipality, either Party may submit any items in dispute pertaining to the entering into of a new agreement to binding arbitration before the Commission who shall determine the terms of the new agreement;
- c) Unless either Party has provided notice to the other Party of its intent to terminate or to extend this Agreement, following any expiration of any Term, the respective rights and obligations of the Parties under this Agreement shall continue to be in effect for a period of one (1) year following the expiration of the applicable Term in order to provide the Parties with a reasonable opportunity to negotiate a subsequent agreement;

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Municipality	
Company	

- d) Commencing one (1) year following the expiration or termination of any Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph b), this Agreement shall continue to be in effect but shall be amended to provide for the following:
- i) the franchise fee percentage used to calculate the franchise fee payable by the Company under Article 5 shall be reduced to fifty percent (50%) of the average annual franchise fee percentage used to calculate the franchise fee paid by the Company to the Municipality for the previous five (5) calendar years; and
 - ii) the costs of any relocation requested by the Municipality pursuant to Article 15 shall be paid by the Municipality.

4) GRANT OF FRANCHISE

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

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

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

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all reasonable fees, costs and disbursements of external legal counsel incurred by the Municipality in expending such good faith efforts.

b) The Company agrees to:

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

5) FRANCHISE FEE

a) Calculation of Franchise Fee

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

For the first (1st) calendar year of the Term of this Agreement, the franchise fee percentage shall be two percent (2%).

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

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

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b) Adjustment to Franchise Fee

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

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

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

c) Franchise Fee Cap

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

d) Adjustment to Franchise Fee Cap

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

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

e) Payment of Franchise Fee

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

f) Reporting Considerations

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

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Company	

6) CORE SERVICES

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

7) PROVISION OF EXTRA SERVICES

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

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

8) MUNICIPAL TAXES

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

9) RIGHT TO TERMINATE ON DEFAULT

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

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

10) SALE OF DISTRIBUTION SYSTEM

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

The Parties acknowledge that the Distribution System may be comprised of component parts that are not transferable by the Company to the Municipality including technologies

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that have been licensed by third Parties to the Company, and therefore the Company may not be able to transfer such component parts to the Municipality on any such sale. However, the Company shall acting reasonably assist the Municipality in obtaining the necessary approval or consent to such transfer.

11) STREET LIGHTING

a) Investment Option Rate

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

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

i) In the event that:

- A. the Company, in its sole discretion, reasonably exercised, decides to change its classifications of what constitutes standard street lighting in its inventory and such change has relevance to the classes of street lights used by the Municipality, then the Company shall provide one (1) year's prior written notice to the Municipality of its intention to effect such a change and will use its commercially reasonable good faith efforts to determine appropriate alternative sources of such equipment, and arrangements for the associated maintenance, for the Municipality; and
- B. a change in the classifications of what constitutes standard street lighting in the Company's inventory arises as a result of the actions of any third party and such change has relevance to the classes of street lights used by the Municipality, then forthwith upon becoming aware that such a change is forthcoming, the Company shall provide notice to the Municipality of the forthcoming change and will use its commercially reasonable good faith efforts to determine reasonable alternatives for such equipment, and arrangements for the associated maintenance, for the Municipality.

ii) If:

- A. the Municipality requests street lighting that is not part of the standard offering of the Company at the time;
- B. the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable request, has ceased to be part of the standard street lighting offering of the Company; or

	Initials
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Company	

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

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

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

The time periods and deadlines contained in Schedule "C" shall be extended for investment-rate, non-standard street lighting for the period of time, if any, the Company is waiting for receipt of non-standard equipment, supplies and materials from the Municipality.

b) No-Investment Option Rate

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

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

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

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

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Municipality	
Company	

Where:

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

N = the age of the street light in years.

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

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

Once all the street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company shall provide and maintain such street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for investment street lighting, and as set out in Schedule "C" of this Agreement.

d) Street Light Rates

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

e) Municipality Owned Street Lighting

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

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

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

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f) Street Light Inventory

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

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

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

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

g) Detailed Street Light Patrol

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

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

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

12) INCREASE IN MUNICIPAL BOUNDARIES

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

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

the Municipality shall have the right to:

- i) purchase the portion of the Distribution System within the increased area provided that the Municipality gives notice in writing to the Company of its intention to purchase within ninety (90) days of the effective date of the increase in area. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination;
- ii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area, except that, and subject to Commission approval, the Municipality may require the Company to charge the Consumers within the increased area a different franchise fee percentage; or
- iii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

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

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Article will require the Municipality to take any action which will directly prevent the annexation from being approved.

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

13) RIGHT OF FIRST REFUSAL TO PURCHASE

- a) If during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of or purchase the Distribution System which the Company is willing to accept, then the Company shall promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality shall during the next ninety (90) days, have the right of first refusal to operate, take control of or purchase the Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.
- b) This right of first refusal only applies where the offer pertains to the Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM

a) Municipal Approval

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

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

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

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

For the purposes of obtaining the approval of the Municipality for Major Work under this Agreement, the Company will provide the Municipality with the Plans and Specifications for the proposed Major Work in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System. Notwithstanding anything to the contrary that may be contained in any approvals granted under this Agreement, as liability and indemnification are dealt with under the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, the Company and the Municipality agree that any approval granted under this Agreement that incorporates an indemnity provision different than the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, shall, to the extent necessary to eliminate such difference, be deemed to be rejected and shall form no part of the agreement between the Company and the Municipality regarding the subject matter of this Agreement unless such approval:

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

b) Restoration of Municipal Property

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

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

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

c) Urgent Repairs and Notification to Municipality

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

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

d) Company to Obtain Approvals from Other Utilities

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

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obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

e) Revised Plans and Specifications

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

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

f) Approvals

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

15) RESPONSIBILITIES FOR COST OF RELOCATIONS

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

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

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

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

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

16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE

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

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

17) JOINT USE OF DISTRIBUTION SYSTEM

a) Municipal Use

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

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

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the rights of way by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the rights of way of the Municipality, at no charge by the Company to the Municipality, provided at all times that such use of the rights of way complies with the intended use.

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

b) Third Party Use and Notice

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

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

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

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

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

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

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

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

f) Compensation for Costs

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

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18) MUNICIPALITY AS RETAILER

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

19) RECIPROCAL INDEMNIFICATION AND LIABILITY

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

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

20) ASSIGNMENT

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

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

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of this Agreement to the third party purchaser. The Municipality agrees that it may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of this Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern.

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

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

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

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

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

21) NOTICES

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

a) To the Company:

ATCO Electric Ltd.
 Address: P.O. Box 2426, 10035-105 Street
 Edmonton, Alberta, T5J 2V6
 Facsimile: 780-420-7400
 Attention: Vice President Distribution Operations

b) To the Municipality:

Village of Nampa
 Address: 9902 102 Avenue
 Nampa Alberta, T0H 2R0
 Facsimile: 780-322-3852
 Attention: Chief Administrative Officer

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

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

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22) DISPUTE SETTLEMENT

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

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

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

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

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

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

23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE

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

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Electric Distribution Service to any consumer. However, the Company reserves the right to do so for any one of the following reasons:

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

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

24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

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

25) FORCE MAJEURE

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

	Initials
Municipality	
Company	

26) TERMS AND CONDITIONS

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

27) NOT EXCLUSIVE AGAINST HER MAJESTY

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

28) SEVERABILITY

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

29) AMENDMENTS

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

30) DISSOLUTION

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

- a) this Agreement shall be assigned to the successor governing authority to the Municipal Service Area;
- b) subject to an agreement to the contrary between the Company and the successor party, the Municipal Service Area of the Municipality as at the date of dissolution shall thereafter be the Municipal Service Area of the successor party for the purposes of this Agreement; and
- c) the rights and obligations contained herein shall otherwise continue and shall be binding upon the Company and the successor party.

	Initials
Municipality	
Company	

31) WAIVER

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

32) CONFIDENTIALITY

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

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

VILLAGE OF NAMPA

PER: _____
Mayor

PER: _____
Chief Administrative Officer

ATCO Electric Ltd.

PER: _____
Vice President of Customer Service & Operations

PER: _____
Manager of Customer Relations

	Initials
Municipality	
Company	

SCHEDULE "A"*Core Services*

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

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

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

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

	Initials
Municipality	
Company	

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

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

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

	Initials
Municipality	
Company	

SCHEDULE "B"*Extra Services*

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

No Extra Services requested as of the effective date of this Agreement

	Initials
Municipality	
Company	

SCHEDULE "C"*Street Lighting*

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

	Initials
Municipality	
Company	

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

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

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

	Initials
Municipality	
Company	



Agenda Item # 5.3

Request for Decision (RFD)
Council Meeting May 13, 2020

Topic:

Quality Management Plan Cancellation Request

Background:

The Village of Nampa has been accredited through the Safety Codes Council in the fire discipline since 1995. This allows the Village to conduct inspections and fire investigations through a safety codes officer on a complaint or request basis. There has only been 2 small fires in the Village since 2010 that required an investigation and only 2 requests for inspections in 2019. The province has a northwest representative that services the area and NSC Director of Protective Services can still assist with inspections and investigations as done in the past. This recommendation comes from the NSC Protective Services Director. It was noted that there was no benefit for the Village to be accredited.

Benefits of cancellation: Reduced paper work and record keeping, liability falls on the Province, no yearly reporting requirements for the Village.

Administration Recommendation:

Administration recommends that council dissolves the Quality Management Plan so the Province can assume the responsibilities for Fire investigations and inspections.



Request for Decision (RFD)
Council Meeting May 13, 2020

Topic: Local Access fees paid to the Village

Background:

It was recently discovered that some of our ATCO Electricity sites have the Municipality of Northern Sunrise County being paid the Local Access Fee instead of the Village. Apparently this error was made quite some time ago.

There are 12 sites that need to be changed from the county to the Village, Eleven of these are Village owned. There is one industrial customer affected by this error and the access fee has been paid to NSC since 2001. The error is not the customer's fault and asking them to reimburse the access fees from 2001 is unrealistic.

As per attached info from ATCO, they need direction from council. We can either demand that the money be paid to the Village from a specific date, or we can move forward from the change date.

Administration Recommendation:

Administration recommends that we ask for access fees from either January 1, 2019 to current date or from January 1, 2020. ATCO is working on the amounts owed to the Village for these two dates and I will have this information available at the meeting.



May 5, 2020

Village of Nampa Mayor and Council,

We received the query below and ran a report on all sites with Nampa in the location to make sure we caught any other errors. When reviewed, we found 12 that needed to be changed into the village and out of the county.

*Our customer the Village of Nampa is questioning why some of their ATCO electricity sites have the Municipality of Northern Sunrise County being paid the Local Access Fee. Could you please investigate the following sites and determine why Northern Sunrise County instead of Nampa is getting paid the **Local Access Fee**?*

0010256711882 - LIGHT 9804 102 AVE, Nampa – Ball Diamond

0010396890011 - 10103 97 ST, Nampa – Fire Hall

0010699255718 - 9804 102 AVE, Nampa – Tennis Courts

0010700236418 - 9408 99 AVE, Nampa – Sewer Lift

Any assistance in this matter will be greatly appreciated so that we can pass the information to the customer.

Local Access Fee refers to Rider A which includes the linear tax and the franchise fee.

When the 12 sites were set up originally, the assignment of the tax base was entered as Northern Sunrise County instead of the Village of Nampa.

These funds collected from the residence or business are distributed to the designated tax base.

The residential customer will experience a slight increase in Rider A on their retailer energy bill.

The industrial customer will notice a larger increase in their bill.

The revenue to the Village of Nampa will have an increase and Northern Sunrise County will have a decrease.

The spread sheet on page 2 lays out the changes.

I have included a reference to Nampa's current franchise Fee and Linear Tax (Rider A) on page 3.

ATCO needs direction from the Village:

Change the tax base and move forward from the change date

Or

Charge back to a specific date – customers would have to pay the outstanding amount, NSC would have to pay out the Rider A collected in error.

If you have more questions, please give me or Barry Himer a call.

Carol Broadribb

Count of Service	Column Labels	Grand Total	Average Monthly Charges	Monthly increase to customer	Average	Customer
Row Labels	y					
11T	9	9			\$3.05	
0010048322120	1	1	\$83.33	\$2.54		
0010049437712	1	1	\$47.50	\$1.45		
0010054555911	1	1	\$125.00	\$3.81		
0010108580315	1	1	\$95.83	\$2.92		
0010150446416	1	1	\$169.17	\$5.16		
0010248771817	1	1	\$111.67	\$3.41		
0010373275712	1	1	\$108.33	\$3.30		
0010599303914	1	1	\$111.67	\$3.41		
0010664684850	1	1	\$48.33	\$1.47		
21T	4	4			\$5.00	
0010023234236	1	1	\$91.17	\$2.78		AB TRANSPORTATION
0010396890011	1	1	\$158.33	\$4.83		VILLAGE OF NAMPA
0010699255718	1	1	\$90.83	\$2.77		VILLAGE OF NAMPA
0010700236418	1	1	\$315.00	\$9.61		VILLAGE OF NAMPA
31DT	1	1			\$293.72	
0010553178417	1	1	\$9,630.00	\$293.72		Industrial Property
63AT	1	1			\$0.47	
0010256711882	1	1	\$15.33	\$0.47		VILLAGE OF NAMPA
Grand Total	15	15				

Total Monthly cost to customers

\$341.18

Decreased Monthly Revenue to Northern Sunrise County

\$81.66

Increased Monthly Revenue to Village of Nampa

\$422.84

Franchise Fee and Taxes

	2019 Actual	2020 Forecast
Wires Distribution Revenue	\$507,196.50	\$512,268.47
Franchise Fee Rate	@ 2.0%	@ 2.0%
Franchise Fee on Revenue	\$10,143.93	\$10,245.37
Distribution Linear Taxes	\$7,751.63	\$8,031.48
Total Estimated Fee + Tax	\$17,895.56	\$18,276.85

Based on 2019 actual revenue, a franchise fee increase of 1% would increase fee payments by \$5,071.97 per year.

RIDER A:
MUNICIPAL TAX AND FRANCHISE FEE ASSESSMENT

(1) Overview

Rider A is applicable to Customers residing in municipalities which receive: (i) a property tax under the Municipal Government Act, or (ii) receive payment for specific costs which are not generally incurred by the Company.

The following may be exempt from the surcharge:

- (a) Farm customers (Price Schedules D51, D52 and D56)
- (b) Irrigation customers (Price Schedule D25 and D26)
- (c) Customers within First Nation Reservations not listed
- (d) Special Facilities Charge (Rider E) customers

This Rider comprises two components which are summed: (i) a tax component and (ii) a fee component.

The **tax component** of Rider A is the estimated percentage of base revenue required to provide for the tax payable or specific cost incurred each year. To the extent that this percentage may be more or less than that required to pay the tax or specific cost, this component of the Rider will be adjusted on an annual basis or as needed to manage shortfalls or surpluses.

The **franchise fee component** of this Rider is a flat percentage payable to the franchised municipality. This percentage is set in accordance with the franchise agreement between the Municipal Authority and the Company.

The **total percentage** is the addition of the tax component and fee component and is shown by Municipal Authority in Table 1.

Municipal Authority (Price Area)	Municipal Tax from Table 2 (%)	Franchise Fee (%)	Franchise Fee Effective Date (yy/mm/dd)	Rider A Total (%)
NAMPA (V619)	1.78	2.00	16/01/01	3.78
NORTHERN LIGHT (M022)	0.63	0.00		0.63
NORTHERN SUNRISE COUNTY (M131)	0.73	0.00		0.73



DECLARATION

In honour of the past, present and future contributions of the seniors of this community and throughout Alberta, I hereby declare June 1 – 7, 2020 to be Seniors' Week in

Community

Official Title

Official Signature

A handwritten signature in blue ink, appearing to be 'JPon', written over a horizontal line.

The Honourable Josephine Pon, Minister of Seniors and Housing



Request for Decision (RFD)

Council Meeting May 13, 2020

Topic: Purchase of a Sweeper & Gutter Brush

Background:

The street sweeper that the Village owns is ancient, 1980 and a safety hazard. There are a lot of things wrong with it, such as, electrical issues, the wiring semantics are not labelled anymore, the fuel pump is gone on it, there is no heat, no rear brakes, no horn, the speedometer doesn't work, just to name a few, and we can't get the proper parts for it anymore because of its age. PW has already spent a week and a half on it to get it running properly, and we've had Darn Machines come out twice so far to work on some electrical issues.

PW is asking approval to purchase a sweeper and gutter brush that can be attached to the bobcat which then can be used to clean the streets.

Attached to RFD are two quotes

Administration Recommendation:

That council approve the purchase of a sweeper and gutter brush in the amount of \$7540.07



Product Quotation

Quotation Number: 30216D030C9

Date: 2020-05-12 14:07:33

Ship to	Bobcat Dealer	Bill To
VILLAGE OF NAMPA Attn: JEREMY McNEIL 780-257-7477 NAMPA, AB Phone: (780) 322-3852	Bobcat of the Peace,Peace River,AB 7913 - 100 AVENUE PEACE RIVER AB T8S 1M5 Phone: (780) 624-4646 Fax: (780) 624-8620 Contact: Ken Diachuk Phone: (780) 538-0791 Fax: (780) 538-1812 Cellular: 780-876-1617 E Mail: Kendiachuk@bobcatofthepeace.ca	VILLAGE OF NAMPA Attn: JEREMY McNEIL 780-257-7477 NAMPA, AB Phone: (780) 322-3852

Description	Part No	Qty	Price Ea.	Total
Attachments 72" Swceper	6707837	1	\$5,253.40	\$5,253.40
--- Gutter Brush	6714219	1	\$1,927.62	\$1,927.62

Total of Items Quoted	\$7,181.02
Sales total before Taxes	\$7,181.02
Taxes: NET SALES	\$359.05
Quote Total - Canadian dollars	\$7,540.07

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

Finance Worksheet

QuoteFinance



NAMPA AUTO & FARM SUPPLY

PO BOX 249, 9706 - 100 ST

NAMPA, ALBERTA T0H 2R0

Phone: 780-322-3798 Fax: 780-322-2002

INVOICE

14378

13-May-2020 10:38 am

Page 1 of 1

QUOTE

P.O. #Street Swee

Created By: Rene

Order Writer: Rene

Sold to: 1NAMVIL
NAMPA VILLAGE (E)
BOX 69

Ship to:

NAMPA, AB T0H 2R0

Prod Item	Description	Ordered	List	Unit \$	Extended
*XXX- PUB72	72" Virnig Pick UP Broom	1	11,500.00	9,000.00	9,000.00
*XXX- GB	Gutter Brush for Virnig Pick Up Broom	1	4,559.80	3,000.00	3,000.00
FR	FREIGHT	1		300.00	300.00

Stocked Items	Non-Stocked	Cores	Enviro Charges	Misc Charges	Other Charges	GST	PST	Document Total
0.00	12,000.00	0.00	0.00	300.00	0.00	615.00	0.00	12,915.00

Payment online thru ATB & TD
EFT: Bank# 219 Transit# 07299
Acct# 690173524
GST# R102143922 RT0001

QUOTE

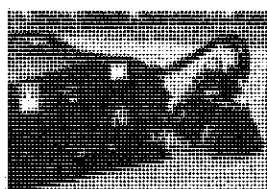
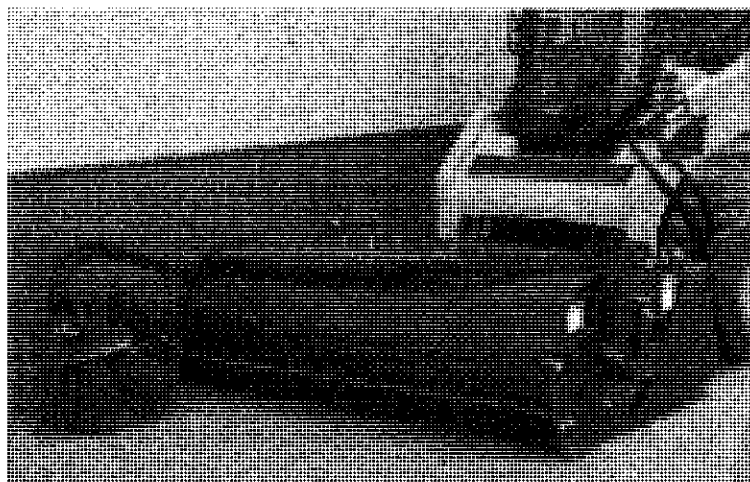
Copy #1


CON TERRA
 attachments

PICK UP BROOM

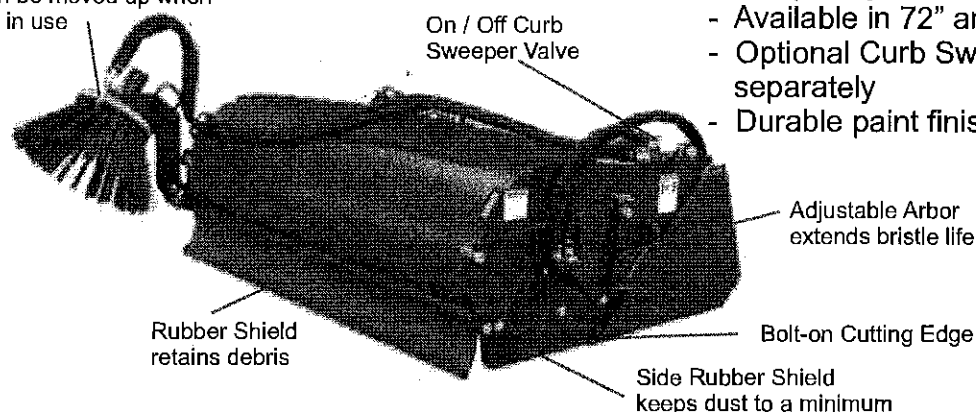
FEATURES:

- Built for skid steers and compact loaders with a universal quick attach
- The Pick Up Broom is designed to clean up any job site or industrial yard, whether sweeping dirt or gravel, or scraping mud this is the attachment for you
- Ideal for warehouses, equipment sheds, parking lots, job sites, etc, where dust containment is a must
- The Pick Up Broom uses its poly / steel bristles to sweep debris into its bucket and then can be easily dumped
- Broom is reversible and can be run either in forward or reverse
- Broom is driven directly by a hydraulic motor
- Adjustable arbor allows control over bristle pressure to surface while extending bristle life
- Outfitted with a replaceable cutting edge
- Unit has front rubber dust shield and is completely enclosed to control dust
- Available in 72" and 84" widths
- Optional Curb Sweeping attachment is sold separately
- Durable paint finish



Shown with optional curb sweeper for getting closer to curbs, buildings or other objects.

Optional Curb Sweeper
Can be moved up when
not in use



Replaceable bolt-on cutting edge and wafer package sold separately - Curb Sweeper optional.



SPECIFICATIONS:

Model #	Width	Height	Wafer Diameter	# of Wafers	Hyd. Motor Flow	Weight
PUB 72	72"	22.38"	24"	38	13-25 GPM	720 lbs.
PUB 84	84"	22.38"	24"	44	13-25 GPM	800 lbs.

* The above numbers reflect the capacity of the attachment, and may be in excess of the lift capacity of some skid steers. Please see your owners manual for specific lift capacities.



All products are subject to change without notice or liability.

Toll Free: 1-877-947-2882
www.conterraindustries.com

26 Spruce Park Drive, Strathmore, Alberta Canada T1P 1J2
 Ph: (403) 901-1140 Fax: (877) 709-7027

B7

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VILLAGE OF NAMPA

Cheque Listing For Council

6.1a

Cheque		Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
Cheque #	Date					
20200183	2020-04-20	TELUS COMMUNICATIONS INC.		PAYMENT		628.76
			042020	FAX LINE OFFICE	70.29	
			0918 march 202	MUSEUM TELEPHONE	110.80	
			202004	CAO CELL PHONE	105.47	
			4468MARCH 20	PW TELEPHONE	92.76	
			4642 MARCH 20	OFFICE TELEPHONE	179.59	
			7953 MARCH 20	FIRE DEPT TELEPHONE	69.85	
20200184	2020-04-23	CANADIAN LINEN AND UNIFORM		PAYMENT		239.02
			5003455640	MONTHLY MAT RENTAL	115.22	
			5640 Mus	MTHLY MAT RENTAL - MUSEUM	123.80	
20200185	2020-04-23	HI TECH BUSINESS SYSTEMS		PAYMENT		52.41
			1574779	MTHLY CONTRACT	52.41	
20200186	2020-04-23	MUNICIPAL INFORMATION SYSTEMS		PAYMENT		587.82
			20200231	MTHLY SUPPORT	587.82	
20200187	2020-04-23	PEACE PALLIATIVE CARE SOCIETY		PAYMENT		200.00
			APRIL 2020	DONATION	200.00	
20200188	2020-04-23	PEACE REGIONAL WASTE MANAGEMENT COMI		PAYMENT		364.62
			21312	TRANSFER STATION	148.16	
			21313	TIPPING FEES	216.46	
20200189	2020-04-23	PHONECO INC		PAYMENT		292.24
			PR12647	MONITORING FEE APR-JAN 21 F	292.24	
20200190	2020-04-23	TRI LINE CONTRACTING SERVICE		PAYMENT		1,727.91
			3895	HYDRO VAC CC 10201 100 AVE	1,727.91	
20200191	2020-04-29	ROSHUK, DIANNE G				
20200192	2020-04-29	MATIASIEWICH, SHIRLEY A				
20200193	2020-04-29	SURMAN, STEVE C				
20200194	2020-04-29	MCNEIL, JEREMY D				
20200195	2020-04-29	MATIASIEWICH, EVAN M				
20200196	2020-04-29	BULFORD, QUINTON				
20200197	2020-04-29	NOVAK, CHERYL				
20200198	2020-04-29	BUTZ, CLYNTON				
20200199	2020-04-29	SKRLIK, PERRY				
20200200	2020-04-29	MURPHY, CARSON				
20200201	2020-04-30	LOCAL AUTHORITIES PENSION PLAN		PAYMENT		4,599.89
			04302020	LAPP DEDUCTIONS APRIL 2020	4,599.89	
20200202	2020-04-30	RECEIVER GENERAL - PAYROLL		PAYMENT		7,879.68
			20200430	RECEIVER GENERAL DEDUCTIO	7,879.68	
20200203	2020-05-05	CHENARD, KRISTEN		PAYMENT		102.80
			202005051	CREDIT BALANCE PAID	102.80	
20200205	2020-05-07	NAMPA AUTO & FARM SUPPLY		PAYMENT		268.46
			191841	BATTERY/OIL	37.58	
			191983	TERI SHEETS	40.87	
			192033	CLAMP/BRAKLEEN/SAND BAGS	85.12	
			192246	SCREWDIVER/ZIP CUT	76.36	
			192384	GASKET MAKER/WEDGE/HANDL	28.53	

Total 34,653.24

*** End of Report ***



Chief Administrative Officer Report

6.2

May 13, 2020

- ❖ April 22 - Met with Jeremy & Perry to discuss
 - ❖ April 28 - AEMA Town Hall Meeting
 - ❖ April 30 - Phone Conference with Ed Himer & Carol Broadribb with ATCO Electric RE: Access fees
 - ❖ April 30 - 2020 Budget & Milrate Meeting
 - ❖ May 4 - Town Hall Meeting with Ministers
 - ❖ May 5 - AEMA Town Hall Meeting- COVID Update
 - ❖ May 13 - Regular Council meeting
-
- ❖ Daily office duties

Upcoming Meetings/Events

April 2020 month end 6.3

- Took water meter readings
- Took sewer lift station readings every day
- Garbage's every Monday
- Alberta one calls as required
- Dump runs as needed
- CC shut off/on as needed
- Maintenance and repairs on equipment as needed
- Water meter repair/replacement as needed
- RF water meter readings as needed
- Clear gutters for spring runoff
- Pump water out of ditches.
- Replaced box and rod at drop in center
- Maintain sewer break graveled areas
- Fabricate receiver hitch hose reel for 6" pump
- Lift station stand-by generator is hooked up and fully operational
- Put cement barricades at seed cleaning plant to prevent trucks from wrecking the approach and filling the culverts with gravel
- Plugged manhole lids with bolts to prevent debris from going in the sewer in 2 manholes off the highway and one in the ditch on railway Ave.
- Replaced box and rod at 9903-98St.
- Fix alleyways
- Clean garbage at snow dump
- Cut down dead standing trees at campground / buck up, and stored at campground for firewood.
- Fixed the sewer issue at 10006-100St.(Richard Durant) Both homes are on their own service line.



ALBERTA
COMMUNITY AND SOCIAL SERVICES

Office of the Minister

April 27, 2020

Dear Mayors and Chief Administrative Officers:

We are dealing with a fast and rapidly changing landscape in response to the COVID-19 pandemic. As a government, we are committed to supporting our most vulnerable and at-risk people.

There is a growing use of food banks, and food security was identified as one of the most common areas for funding requests during the initial round of applications for the COVID-19 emergency social services funding. Community and Social Services (CSS) is temporarily relaxing the funding restrictions on Family and Community Support Services (FCSS) funding to help you address food security needs at the local level.

In response to COVID-19, CSS has temporarily suspended the regulatory restriction that prevents FCSS funding from addressing food security. This has been done through a Ministerial Order (attached) under the authority of the *Public Health Act*. With this amendment, FCSS programs will have more flexibility in providing secure access to food for vulnerable Albertans.

Food security is but one of many issues facing Albertans at this time. Given the magnitude of impact of COVID-19 on our province, I would like FCSS programs to work with your partner organizations and prioritize available funding to meeting COVID-19 needs in your local community.

Thank you for your support and ongoing commitment to meeting the needs of Albertans during this extra-ordinary time.

Sincerely,

A handwritten signature in black ink, reading "R. Sawhney", with a horizontal line drawn underneath.

Rajan Sawhney
Minister of Community and Social Services

Attachment

cc: Family and Community Support Services Program Directors

MINUTES OF THE PEACE RIVER TOWN PEACE REGIONAL HEALTHCARE
 ATTRACTION AND RETENTION COMMITTEE MEETING HELD ON MAY 5,
 2020 IN THE COUNCIL CHAMBERS

PRESENT: (meeting conducted via video-conference)
 Elaine Manzer, Cheryl Anderson, Cheryl Novak, Dan Boisvert, Nadia Clarke, Holly Handfield, Susan Smith

REGRETS: Lana deBoon, Ken Herlinveaux, Lynn Gaydosh, Dr. Karen Lundgard, Brenda Yasinski

RECORDING SECRETARY: Ruth McCuaig

I CALL TO ORDER

Meeting called to order at 7:04 pm

II ADOPTION OF AGENDA

1 Additions:

2 Deletions:

Motion-2020-07 Dan Boisvert moved to accept the agenda of the May 5, 2020 Peace Regional Healthcare Attraction and Retention Committee as presented.

MOTION CARRIED

III ADOPTION OF MINUTES

1 Minutes of the February 4, 2020 Peace Regional Healthcare Attraction and Retention Committee

Motion-2020-08 Cheryl Anderson moved to accept the minutes of the February 4, 2020, Peace Regional Healthcare Attraction and Retention Committee as presented.

MOTION CARRIED

IV UNFINISHED BUSINESS

1 None

MINUTES OF THE PEACE RIVER TOWN PEACE REGIONAL HEALTHCARE
ATTRACTION AND RETENTION COMMITTEE MEETING HELD ON MAY 5,
2020 IN THE COUNCIL CHAMBERS

V

NEW BUSINESS

1 Welcomes to new healthcare providers

Lana DeBoon provided an update on physician recruitment and departures.

Susan Smith will reach out to new locums and potential new physicians to arrange a digital introduction with the Committee

There are presently 16 physicians in Town which includes one Psychiatrist and one Diagnostic Radiologist.

Two of the 14 Medical doctors are on maternity leave.

One returns in January -August 2020

One May- December. 2020

One medical doctor will be leaving at the end of July.

Motion-2020-09 Cheryl Novak moved that the Council purchase one \$100 gift basket and two \$25 Tim's cards to welcome new physicians and locums.

MOTION CARRIED

2 RhPAP Updates:

1. RhPAP Conference

- October 6-8 in Drayton Valley (Tues noon evening, ends 1 pm Thursday)

- planning is still ongoing, pending public health orders

- registration starts end of May

- asking local groups to contribute local goods for a door prize etc.

2. Rural Health Week

- May 25 - 29

- RhPAP will share any events which happen

Motion-2020-10 Dan Boisvert moved that the Committee request their respective Councils proclaim the week of May 25-29 as Rural Health Week.

MOTION CARRIED

MINUTES OF THE PEACE RIVER TOWN PEACE REGIONAL HEALTHCARE
ATTRACTION AND RETENTION COMMITTEE MEETING HELD ON MAY 5,
2020 IN THE COUNCIL CHAMBERS

- 3 Departure of Public Member at Large
 - the Committee thanks Vi Dang for her work with the Committee
- 4 RhPAP Rhapsody Award
 - the committee's win will be announced during Rural Health Care week
 - gala date to be announced, may be deferred until 2021
 - Bobby Jones from RhPAP will arrange with the Committee to shoot a video
 - last event was at Sawridge and the A/V support was good

5 Annual Thank you to Health Care Providers

Discussion of how to best recognize health care providers in a timely way

Item for fall meeting: annual thank you ad in Move Up

Elaine Manzer and Ruth McCuaig will consult with Lynn Gaydosh on thank you baskets of wrapped candies for various healthcare settings

Motion-2020-11 Cheryl Anderson moved that annual thank you to healthcare providers will be in the form of sixteen \$50 gift cards to a variety of local restaurants.

MOTION CARRIED

Motion-2020-12 Dan Boisvert moved that the Committee spend up to \$300 to purchase baskets, candies and cards for health care providers.

MOTION CARRIED

- 6 September medical students
 - consider offering another river tour if conditions permit
 - Holly will keep the committee advised
- 7 High School Skills Event rescheduling
 - event rescheduled until April 2021
- 8 Healthcare concerns

MINUTES OF THE PEACE RIVER TOWN PEACE REGIONAL HEALTHCARE
ATTRACTION AND RETENTION COMMITTEE MEETING HELD ON MAY 5,
2020 IN THE COUNCIL CHAMBERS

Committee requests that any municipalities who submit letters to
Minister Shandro cc other committee members

9 Application for public member-at-large

**Motion-2020-13 Cheryl Anderson moved that the Committee invite Ruth McCuaig to be a
public member at large for the Committee.
MOTION CARRIED**

VI REPORTS

1 Financial Report

**Motion-2020-14 Cheryl Novak moved to accept the financial report for information.
MOTION CARRIED**

VII INFORMATION

1 AHS continues to work to recruit additional providers - particularly
specialists - into the region

2 Next Meeting is August 4

VIII IN CAMERA

1 None

IX ADJOURNMENT

Meeting adjourned at 8:42 pm

Chairperson



OFFICE OF THE MAYOR

TOWN OF PEACE RIVER

Honorable Tyler Shandro
Minister of Health
423 Legislature Building
10800 - 97 Avenue NW
Edmonton, AB T5K 2B6

May 4, 2020

Dear Minister Shandro,

Re: Rural Health Care

Like many of our fellow rural communities, we were concerned about the Doctor's response to the Government's February 21, 2020 funding framework announcement. We were relieved that the changes that were announced on April 24, 2020 have put to rest some of the Doctor's concerns.

The Town of Peace River has been very proud of the response of the local and provincial public health care providers over the past 3 months as they face the challenges presented by the COVID 19 pandemic. Their commitment and compassion for those who are facing life threatening illness has been humbling. The level of coordination and leadership needed to keep each local hospital and health care providers and community members safe is a monumental effort and reflects the need for strong foundations in all areas of health care.

Rural health care presents different challenges physicians than for their colleagues in urban settings. The April 24, 2020 announcements are welcomed, but we would like to stress that any future changes need to be viewed with a lens of not only the urban centers but small rural centers as well. In our area many residents, health care providers, elected municipal officials and municipal staff have worked tirelessly over the past 10-15 years to build our physician base. It would be very unfortunate to lose our Doctors and connected medical services as a result of a lack of dialogue with all those affected by the decisions.

We would like to again express our appreciation for the Primary Care Networks and our Public Health Care programs. These initiatives support the unique needs of rural health care.

Sincerely,

Tom Tarpey, Mayor
Town of Peace River

Thomas Tarpey
Mayor, Town of Peace River
Phone: (780) 625-5393 (c) / (780) 624-7070 (w)
Email: ttarpey@peaceriver.ca

Town Administration Office
P.O. Box 6600, 9911-100 Street
Peace River, AB T8S 1S4
Phone: (780) 624-2574 Fax: (780) 624-4664
Website: www.peaceriver.ca

General Email: info@peaceriver.ca



North Peace Housing Foundation

6780 – 103 Ave., Peace River, AB, T8S 0B6

Tel: (780) 624-2055 Fax: (780) 624-2065

Email: tammy.menssa@nphf.ca

North Peace Housing Foundation Board Meeting Synopsis – May 6, 2020

Resident and Tenant Levels:

As of March 2020, we had a total of 196 lodge residents, down 6 from the month of February. Our lodge unit occupancy at the end of March was 85% of the 224 lodge units occupied.

We had 118 occupied senior apartment suites at the end of March, consistent with the month of February. Our occupancy rate at the end of March was 91%.

Garden Court Seniors Apartments had 56 out of 63 units occupied at the end of March, down 1 from the month of February; our occupancy rate was 89%.

We continued to have 6 out of the 8 trailers in Cadotte occupied at the end of March. The Family Housing program had 90 of the 123 units occupied, down 1 from the month of February, and 24 of the 40 R&N units occupied, with an overall occupancy of 70%. 2

We had 38 Rent Supplement recipients in the month of March, down 1 from the month of February. No new applications for rent supplements are being accepted at this time while the existing programs are being reviewed for consistency of benefits and to ensure households that need assistance most are prioritized.

Administration:

The bulk of efforts throughout the month of April were spent on COVID-19 related activities - teleconference or webinar calls with Alberta Seniors and Housing, ASCHA, Alberta Health Services, and the North Zone CAO's attempting to navigate through the multitude of operational changes related to COVID-19 that occur on an ongoing basis, summarizing the changes, planning the implementation, developing communications, reporting to the province, and regular video conference calls with the Managers ensuring that we are not only following the same protocols, but have all necessary equipment, PPE, and sanitizing products.

Management and staff have been amazing throughout this entire ordeal – we continue to have no cases of COVID-19. Everyone has come together to do what needs to be done, without complaint. We are grateful for their time, effort, and support, even when the directives given make their lives more difficult and increases their workload. Residents have been very patient and, for the most part, thankful that we have taken the measures we have to protect them and keep them safe. Although frustrated at times, we believe that most of them understand why it must be done. Tenants have been very accommodating of the operational changes both from an administrative and maintenance perspective.

Aside from COVID-19 related activities, we have been working on preparing for the Autumn Lodge demolition by removing as many of the remaining assets as possible, coordinating the pick-up of items purchased in the on-line auction and the Comfort Club assets. A full day Health and Safety course on Joint Work Site Health and Safety

Board Meeting Synopsis – May 6, 2020

Page 2

Committees and Representatives on April 14, and a benefit renewal presentation with our Sun Life representatives were a welcomed change of pace.

Regular Agenda Items:

The Board directed that the flag and sign from the Autumn Lodge be donated for the memorial park commemorating the Autumn Lodge in Berwyn.

The Del-Air Lodge project in Manning is proceeding. The Terms of Reference for the Project Team and Project Steering Committee are currently being developed. ASHC has purchased the second property adjacent to the Del Air Lodge with a possession date of June 30, 2020. A working draft copy for the planning, design, and construction RFT has been developed and distributed for review and feedback; the tender should be out mid-May 2020.

The Board directed that the plaque from the opening of the Autumn Lodge and picture, requested by the Comfort Club, be retained by the Foundation for historical purposes and that a copy of the photograph be offered to interested parties upon request.

The Board, in response to a question about the sale of the Autumn Lodge property after demolition, directed that any decision regarding the sale of the property be delayed until after the demolition takes place, at which time it will be brought back for discussion and consideration.

There could potentially be a delay in the demolition of the Autumn Lodge resulting from a misunderstanding of the need for the NPHF to have a development permit from the MD of Peace, prior to the demolition commencing.

The Board directed that Administration tender for an updated Fairview and Area Needs Assessment and that the Board will be kept apprised of the process.