

## **TOWN OF ECKVILLE-COUNCIL AGENDA**

Monday, July 14, 2025

Town Office Council Chambers Eckville, AB 6:00 pm  
(Councillors may attend via electronic means)

- |  |      |  |
|--|------|--|
| <b>1. CALL TO ORDER</b>                      | 1.1  |  |
| <b>2. DELEGATIONS/PUBLIC HEARING</b>         | 2.1  |  |
| <b>3. AGENDA</b>                             | 3.1  | Additional Agenda Items  |
|  | 3.2  | Adoption of Agenda   |
| <b>4. MINUTES</b>                            | 4.1  | Special Meeting Council Meeting Minutes – June 19, 2025                          |
|  | 4.2  | Regular Council Meeting Minutes – June 23, 2025                                  |
| <b>5. ACTION ITEMS</b>                       | 5.1  | RFD-Multi-Year Capital Plan – Discussion   |
|  | 5.2  | RFD- Renewal of Millenium Park Lease Agreement                                   |
|  | 5.3  | Q1 & Q2 Operating and Capital Budget Report                                      |
| <b>6. BYLAWS, POLICIES</b>                   | 6.1  | Bylaw 803-25 Atco Franchise Agreement Bylaw                                      |
| <b>7. REPORTS</b>                            | 7.1  | Management Report – July 14, 2025  |
|  | 7.2  | Financial Report-AP Report June 25-30, 2025                                      |
|  | 7.3  | Animal Control Services June 2025  |
| <b>8. COMMITTEE, BOARD REPORTS</b>           | 8.1  |  |
| <b>9. CORRESPONDENCE, INFORMATION</b>        | 9.1  | Sylvan Lake Regional water/wastewater Commission                                 |
| <b>10. CONSENT AGENDA</b>                    | 10.1 | Highlights of Lacombe Regular Council Meeting June 26, 2025                      |
|  | 10.2 | Lacombe Foundation Business Plan 2026-2028                                       |
|  | 10.3 | LRWSC Board Minutes  |
| <b>11. SEMINARS, MEETINGS SPECIAL EVENTS</b> | 11.1 | Bentley Parade Invitation  |
| <b>12. CLOSED SESSION</b>                    | 12.1 | Section 23: Local public body confidences &<br>Section 24: Advice from Officials |
| <b>13. COMMITTEE OF THE WHOLE</b>            | 13.1 |  |
| <b>14. ADJOURNMENT</b>                       | 14.1 |  |

## TOWN OF ECKVILLE – SPECIAL MEETING COUNCIL MINUTES

Thursday June 19<sup>th</sup>, 2025  
Eckville Town Office, 5023 – 51 Avenue, Eckville, Alberta  
(The meeting was available via electronic means)

### 1. Call to Order

1.1 Mayor Ebdon called the meeting to order at 7:02 p.m.

Present: Mayor Ebdon  
Councillor Engen  
Councillor Meyers  
Councillor Pacholek  
Councillor Palm-Fraser  
Councillor See  
Councillor Thoreson

Absent: Deputy CAO Darcy Webb

Present:  
Staff: CAO, Jack Ramsden,

Press: None Present

Gallery: Steve Carroll and Linda Clapperton

Steve Carroll and Linda Clapperton left the meeting. 7:15

### 2. Closed Session

2.1 Moved by Councillor Engen that the meeting move into closed session, excluding all persons except Council Members, and the CAO in order to discuss an item with respect to 24: Advice from Officials. Time 7:18p.m. **Carried Unanimously**

Res. 176.2025

Councillor Thoreson joined the meeting 8:00pm

Res. 177.2025

Moved by Councillor See that the meeting revert back to open session. Time 8:32p.m. **Carried Unanimously.**

Mayor Ebdon called for a 5 minute recess. Time 8:33p.m. The meeting reconvened at 8:38p.m.

Res. 178.2025

3.1 Mayor Ebdon adjourned the meeting. Time 8:45p.m. **Carried Unanimously.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO

## TOWN OF ECKVILLE – COUNCIL MINUTES

Monday, June 23<sup>rd</sup>, 2025  
Eckville Town Office, 5023 – 51 Avenue, Eckville, Alberta  
(The meeting was available via electronic means)

### 1. Call to Order

- 1.1 Mayor Ebdon called the meeting to order at 6:03 p.m.

Present: Mayor Ebdon  
Councillor Engen  
Councillor Meyers  
Councillor Pacholek  
Councillor Palm-Fraser  
Councillor See (joined by electronic means)  
Councillor Thoreson

Absent: Deputy CAO Darcy Webb

Present:  
Staff: CAO, Jack Ramsden, Recording Secretary Heather Allen

Press: None Present

Gallery: None

### 2. Delegations/Public Hearings

- 2.1 None

### 3. Agenda

- 3.1 Additional Agenda Items  
13.1 Strategic Plan Review  
3.2 Adoption of Agenda

### Res. 179.2025

Moved by Councillor Meyers that the agenda be adopted with the addition of 13.1 Strategic Plan Review. **Carried Unanimously.**

### 4. Minutes

- 4.1 Regular Council Meeting Minutes – June 9<sup>th</sup>

### Res. 180.2025

Moved by Councillor Engen that the minutes of the June 9<sup>th</sup>, 2025 Council Meeting be approved as presented. **Carried Unanimously.**

### 5. Action Items

- 5.1 RFD – Tax Recovery – Public Auction

### Res. 181.2025

Moved by Councillor Engen that the date of 2025 public auction be set for Wednesday, September 10, 2025 commencing at 2:00pm in the Town of Eckville Council Chambers, located at 5023 – 51 Avenue, Eckville, AB. **Carried Unanimously.**

### Res. 182.2025

Moved by Councillor Engen that for public auction purposes, a reserve bid of \$304,000 be set for the property described as Lot 20, Block 3, Plan 6117AQ,

And, a reserve bid of \$116,000 be set for the property described as Lot West Part 3, Block 18, Plan 264HW,

And, a reserve bid of \$65,000 be set for the property described as Lot 7, Block 17, Plan 210MC

And, a reserve bid of \$135,000 be set for the property described as Lot 8, Block 17, Plan 395NY. **Carried Unanimously.**

5.2 Eckville Outdoor Rink. Discussion

**Res. 183.2025**

Moved by Councillor Engen that the Town of Eckville support the Eckville Outdoor Rink Proposal with a contribution of \$40,000.

She called for a recorded vote.

In Favor: Councillor Engen

Against: Mayor Ebdon, Councillor Meyers, Councillor Palm-Fraser, Councillor Pacholek, Councillor See, Councillor Thoreson. **Motion Defeated.**

**6. Bylaws, Policies**

6.1 None

**7. Reports**

7.1 Management Report June 23<sup>rd</sup> 2025

**Res. 184.2025**

Moved by Councillor Thoreson that the Management report for June 23<sup>rd</sup>, be accepted for information. **Carried Unanimously.**

7.2 Financial Report-AP Report June 9<sup>th</sup> & 11<sup>th</sup>, 2025

**Res. 185.2025**

Moved by Councillor Engen that Financial Report-AP Report June 9<sup>th</sup> & 11<sup>th</sup>, 2025 be accepted for information. **Carried Unanimously**

7.3 Animal Control Services May

**Res. 186.2025**

Moved by Councillor Pacholek that Animal Control Services May Report be accepted for information. **Carried Unanimously.**

**8. Committee & Board Reports**

8.1 Councillor Engen reported on Medicine River Watershed and the Lacombe Foundation

8.2 Councillor Meyers reported on the LRWSC.

8.3 Councillor Palm-Fraser reported on the Library

8.4 Mayor Ebdon reported on FCSS.

**Res. 187.2025**

Moved by Councillor Palm-Fraser that the Committee and Board Reports be accepted for information. **Carried Unanimously.**

**9. Correspondence, Information Items**

9.1 Illumience Monthly Report for May

**Res. 188.2025**

Moved by Councillor See that the Correspondence and Information items be accepted as information. **Carried Unanimously.**



**10. Consent Agenda**

- 10.1 Highlights of Lacombe Regular Council Meeting June 12, 2025
- 10.2 Eckville Community Centre Financial Statement

**Res. 189.2025**

Moved by Councillor Meyers that the Consent Agenda items be accepted as information. **Carried Unanimously.**

**11. Seminars, Meetings, Special Events**

- 11.1 Mayors Breakfast Invitation

**Res. 190.2025**

Moved by Councillor Pacholek that the Seminars, Meetings and special events items be accepted as information. **Carried Unanimously.**

Mayor Ebdon called for a 5 minute recess. Time 7:44pm. The meeting reconvened at 7:48pm.

**12. Closed Session**

- 12.1 Section 24: Advice from Officials.

**Res. 191.2025**

Moved by Councillor Meyers that the meeting move into closed session, excluding all persons except Council Members, and the CAO to discuss an item with respect to Section 24: Advice from Officials. Time 7:51p.m. **Carried Unanimously**

**Res. 192.2025**

Moved by Councilor Thoreson that the meeting revert back to open session. Time 7:55p.m. **Carried Unanimously.**

**13. Committee of the Whole**

- 13.1 A number of topics were discussed with respect to a future Council Strategic Plan Review.

Mayor Ebdon adjourned the meeting. Time 8:38p.m. **Carried Unanimously.**

**14. Adjournment**

- 14.1

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO

**Res. 193.2025**

## TOWN OF ECKVILLE Request to Council for Decision

<b>Meeting:</b>	<b>Town Council</b>
<b>Meeting Date:</b>	<b>July 14, 2025</b>
<b>Originated By:</b>	<b>Jack Ramsden, CAO</b>
<b>Title:</b>	<b>Renewal of Millenium Park Lease Agreement</b>

**BACKGROUND:** In May of 2010 the Town entered into an agreement with the Wolf Creek School Division No. 72 to lease space to the south of the Junior / Senior High School building for their Millenium Park Playground. A copy of the lease agreement is attached for your perusal. This lease agreement expired on December 31, 2024.

**DISCUSSION/ALTERNATIVES:** Section 2.2 of the agreement states that the Lessee (the Town) has the option to renew the agreement for 15 additional years on the same terms and conditions. It says further that the Lessee shall advise the Board of its intention to renew this Lease by provision of written notice to the Board at least six months prior to the expiry date. While we have missed the date, we did discuss this with the Superintendent and the Secretary Treasurer and have been advised that this should not be a problem. We would recommend that Council pass a motion to provide written notice to Wolf Creek Public Schools of our desire to enter into another 15-year lease agreement.

**IMPACT ON BUDGET:** None

**RECOMMENDED ACTION:** That the following motion be presented for consideration:

**“That the Town of Eckville advise Wolf Creek Public Schools of our intention to renew the Lease on PLAN 4461 HW - LOT B – CONTAINING .29 HECTARES (.72 ACRES) MORE OR LESS, EXCEPTING THEREOUT ALL MINES AND MINERALS for the Town Millenium Playground and Spray Park.”**

Prepared By:  Approved By: 

THIS AGREEMENT MADE IN DUPLICATE THIS 17 DAY OF MAY, 2010

BETWEEN:

**THE BOARD OF TRUSTEES OF  
WOLF CREEK SCHOOL DIVISION NO.72**  
(hereinafter referred to as the "Board")

Of the First Part

- and -

**THE TOWN OF ECKVILLE**  
(hereinafter referred to as the "Lessee")

Of the Second Part

WHEREAS the Board is the owner of that certain parcel of land situated comprising the Eckville Junior Senior High School in the Town of Eckville, in the Province of Alberta, more particularly described as:

PLAN 4461 HW  
LOT B  
CONTAINING .29 HECTARES (.72 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Lands")

subject to such encumbrances as are notified by memorandum underwritten or appearing on the certificate of title therefore;

AND WHEREAS the Lessee wishes to lease a portion of the Lands for the purpose of constructing and operating a Playground Structure to be designed, constructed, maintained and supervised at the Lessee's sole expense upon the terms and conditions contained herein;

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed, performed and fulfilled, the Board and the Lessee agree as follows:

**1. PREMISES**

- 1.1 The Board does demise and lease unto the Lessee that portion of the Lands outlined in red in Schedule "A" which is attached hereto and forms part of this Agreement, and is hereinafter referred to as the "Leased Premises."

*Mr*  
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2. **TERM**

- 2.1 The term of this Lease shall be for a period commencing on the 1st day of January, 2010 and to be fully completed and ended on the 31st day of December, 2024 (the "Term").
- 2.2 The Lessee shall have the option to renew this lease for 15 additional year(s) on the same terms and conditions as contained herein. The Lessee shall advise the Board of its intention to renew this Lease by provision of written notice to the Board at least six (6) months prior to the expiry date of this Lease Agreement.

3. **RENT**

- 3.1 The Lessee covenants and agrees to pay to the Board a lump sum rent for the Leased Premises in the amount of FIFTEEN DOLLARS (\$15.00) the receipt and sufficiency of which is hereby acknowledged.

4. **CONSTRUCTION**

- 4.1 The Lessee shall be responsible for the design and construction of the Playground Structure on the Leased Premises which design and construction shall be performed in a good and workmanlike manner by qualified professionals.
- 4.2 Prior to and during the construction of the Playground Structure, the Lessee shall erect adequate fencing around the Playground Structure to secure the construction site and ensure that the Playground Structure is not used until construction and safety testing has been completed.
- 4.3 The Lessee shall ensure that the Playground Structure is constructed in compliance with the standards and requirements established by the Canadian Standards Association "*CAN/CSA-Z614-07 Children's Playspaces and Equipment*", as amended or replaced from time to time and shall conduct periodic inspections during the Term of this Agreement to ensure continued compliance with the Canadian Standards Association "*CAN/CSA-Z614-07 Children's Playspaces and Equipment*", as amended or replaced from time to time.

5. **INSPECTION AND MAINTENANCE**

- 5.1 The Lessee shall conduct semi-annual maintenance and inspection of the Leased Premises and the fencing to ensure that the Playground Structure is safe for use by the general public and is free of disrepair and hazards including, but not limited to, gaps, cracks, and foreign materials.

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5.2 In the event that the inspection reveals disrepair or a hazard, the Lessee shall immediately close and secure the Playground Structure and take steps to repair the Playground Structure and remove the hazard. The Playground Structure may only be re-opened upon the repair of the Playground Structure and removal of the hazard.

5.3 The Lessee shall document all maintenance and inspections of the Playground Structure and provide a copy of such records to the Board when requested by the Board.

6. **UTILITIES**

6.1 The Lessee shall pay all charges for utilities servicing the Leased Premises, including all charges for light, power, phones, cable, gas and water.

6.2 The Lessee shall be responsible for and shall pay any business tax, license fees and other rates, taxes or charges levied, rated or charged in relation to the Lessee's occupation of the Leased Premises.

7. **TAXES**

7.1 The Lessee is responsible for payment of all taxes relating to any local improvement charges, business taxes or similar rates and taxes which may be levied or imposed upon the Leased Premises or the business or activity carried on in the Leased Premises, and also all other rates and taxes which are or may be payable by the Lessee as a tenant and occupant of the Leased Premises.

8. **USE**

8.1 The Leased Premises shall be used and occupied by the Lessee solely for the purpose of constructing, operating, supervising and maintaining the Playground Structure.

8.2 The Lessee shall not carry on or suffer or permit to be carried on any undertaking which, in the Board's reasonable opinion, is dangerous, or bring or keep anything upon the Leased Premises which in the Board's reasonable opinion is dangerous, or which shall cause any insurance on the Playground Structure to be or become void or voidable or which would increase the premium rate of insurance on the said Playground Structure or on property or contents kept therein, whether owned by the Board or Lessee; or conflict with the laws relating to fire, or with any insurance policy upon the said Playground Structure or any part thereof and to promptly comply with any order or regulation issued by any competent provincial, municipal, or federal government authority or on account of, or applying to, the occupancy of the Leased Premises.

9. **SIGNS**

- 9.1 The Lessee may erect a sign on the leased area related to the Playground Structure. Said sign must comply with any bylaw or other legislative requirements and have prior approval of the Board, said approval not to be unreasonably withheld.
- 9.2 Any signage attached to the Leased Premises or placed on the Lands shall be removed on termination or expiration of the Lease, and the Lessee shall be responsible for any costs for repair of damages related to removal of said sign or signs.

10. **GARBAGE**

- 10.1 The Lessee shall not allow any refuse, garbage or other loose or objectionable material to accumulate in or about the Leased Premises, and shall keep the Leased Premises in a clean and wholesome condition and further, the Lessee covenants that it shall make proper disposal of all garbage and other waste materials.

11. **GROUND**

- 11.1 The Lessee shall be solely responsible for the Lessee's costs for timely and complete snow removal respecting all sidewalks and walkways surrounding the Leased Premises.
- 11.2 The Lessee shall be responsible for structural maintenance and repairs in respect of the Leased Premises and Playground Structure.

12. **LOCKS**

- 12.1 The Lessee shall be responsible for the cost of providing and changing any locks to any portion of the Leased Premises, including the cost of keys.

13. **ASSIGNMENT**

- 13.1 The Lessee shall not assign this Lease or any part thereof without first receiving the prior written approval of the Board, which consent may be unreasonably withheld.

14. **INSURANCE**

- 14.1 The Lessee shall maintain third party liability insurance in an amount no less than \$5,000,000.00 per occurrence, and said insurance shall insure the Board and Lessee against all sums which the Lessee may become obliged to pay as damages by reason of injury to or death of persons or damage to or destruction of property in and upon the Leased Premises. The Lessee shall be responsible to maintain

insurance coverage in appropriate amounts in respect of the contents of the Leased Premises.

14.2 The said policy or policies of insurance shall name both the Board and the Lessee as being the "insureds" and shall provide coverage for any and all liability assumed herein by the Lessee, and shall provide that the inclusion of more than one named insured shall not affect the rights of any named insured against any other name insured. The Lessee shall, during each and every year of the said term, provide the Board with written evidence that the required insurance is in force.

14.3 The Lessee shall provide proof of insurance upon demand to the Board, within five (5) business days of such a request being made. Failure to provide proof of such insurance shall be considered to place the Lessee in default under the terms and conditions of this Agreement.

**15. LIABILITY OF BOARD**

15.1 The Board shall not be liable for any damage or injury or death to any person or property including the persons and property of the Lessee, its servants, agents, customers, invitees and licensees, on the Leased Premises from any cause whatsoever.

**16. INDEMNIFICATION**

16.1 The Lessee shall indemnify and save harmless the Board, its servants, officials, agents, and employees against all liabilities, costs, damages, losses, fines, suits, claims, demands and actions or causes of action of any kind on a solicitor-client full indemnity basis, including, but not limited to, negligence howsoever arising, for injuries to persons or loss of life or damage to property for which the Board may become liable or suffer by reason of or arising out of or connected with any negligence, non-compliance with or breach of laws or bylaws or the terms, covenants and provisos of this Lease.

16.2 The Lessee acknowledges that it has viewed the Leased Premises and conducted any assessments that it has deemed necessary regarding the suitability of the Leased Premises. The Board makes no representations or warranties regarding the suitability of the Leased Premises for the Lessee's use.

16.3 The Lessee acknowledges and agrees to be liable and responsible for the cost to clean up, remediate or otherwise deal with any health or environmental condition, including, but not limited to, the condition of the air, contamination, substances, chemicals metals, materials or hazardous or solid wastes respecting the Leased Premises whether determined to be pre-existing or not. The Lessee acknowledges that it shall bear the responsibility to take the necessary steps to ensure that the

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Leased Premises is acceptable for the Lessee's intended use and that the Board bears no responsibility for the condition of the Leased Premises or for any remediation that may be required from a health or environmental perspective or that the Lessee might otherwise deem necessary.

**17. PROTECTION OF PRIVACY**

17.1 The Lessee acknowledges that the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c.F-25, as amended (the "Act") applies to all information and records relating to, or obtained generated collected or provided under or pursuant to the Agreement and agrees to abide by the Act with respect to all records containing information regarding the Board, its elected officials, employees, volunteers, agents, and students.

**18. ALTERATIONS**

18.1 The Lessee shall not erect any partitions nor make any alterations in or additions to the Leased Premises without the prior written approval of the Board.

**19. QUIET ENJOYMENT**

19.1 The Board covenants with the Lessee that upon the Lessee paying the rent hereby reserved and performing and observing the Lessee's covenants and agreements herein contained, the Lessee shall and may peaceably possess, occupy and enjoy the Leased Premises for the term hereby granted.

**20. DAMAGE TO PREMISES**

20.1 If the Playground Structure or the Leased Premises are, at any time during the term hereof, damaged or destroyed by fire, lightning, tempest, acts of God or the Queen's enemies or of the Board, its servants, agents, or workmen or any additional perils, from time to time, and, as a result, the Leased Premises are rendered unfit for the Lessee's use, the Lessee shall close, secure and lock the Playground Structure. The Lessee shall either, at its sole expense:

20.1.1 rebuild the Playground Structure to a condition satisfactory to the Board;  
or

20.1.2 remove the Playground Structure and remediate the Leased Premises to a grassed and graded condition satisfactory to the Board thereby terminating the Agreement.

**21. ENTRY UPON PREMISES AND REPAIRS**

21.1 The Board or his agent or agents may at all reasonable times during the said term enter upon the Leased Premises and view the state of repair thereof, and may give

  
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the Lessee notice of any repairs and maintenance required and the Lessee shall within a reasonable time, bearing in mind the nature of the damage or want of repair and maintenance and the availability of materials and workmen, commence and diligently proceed to well and sufficiently repair and make good the same.

- 21.2 Upon the Lessee receiving notice of any repairs and maintenance, the Lessee shall close, secure and lock the Playground Structure until the repairs and maintenance are completed to the satisfaction of the Board.

## 22. TERMINATION

- 22.1 If the Lessee fails to pay any rent due under this Lease, or if the Lessee fails to observe or perform any other terms, covenants or conditions of this Lease, or if the Leased Premises are used for any other purpose than that for which the same are demised as hereinbefore provided, the Board may at its option terminate this Lease upon thirty (30) days written notice to the Lessee and may, in the interim, close, secure and lock the Playground Structure at its discretion. Should the Board provide the Lessee with written notice of its intention to terminate the Lease for any of the reasons hereinbefore stated, the Lessee shall have thirty (30) days upon receipt of the written notice to rectify the default and upon rectifying the default to the satisfaction of the Board, the termination of the Lease shall be deemed to be waived by the Board and the Lessee shall be entitled to continue to occupy the Leased Premises pursuant to this Lease.

- 22.2 This Lease Agreement may also be terminated:

22.2.1 at any time by the mutual agreement of both parties, said agreement to be in writing and signed by both parties;

22.2.2 by the Board providing the Lessee with twelve (12) months' written notice;

22.2.3 in the event that the Board declares its intent to close the Eckville Junior Senior High School, in which case the Board shall give notice to the Lessee to allow the Lessee to occupy the Leased Premises until the end of the existing school year; or

22.2.4 upon written request of Alberta Education to terminate this Agreement.

- 22.3 Upon termination of this Agreement, the Lessee shall remove the Playground Structure and remediate the Leased Premises to a grassed and graded condition satisfactory to the Board.

23. AMENDMENT

23.1 This Lease shall not be or be deemed or construed to be modified or amended except by an instrument in writing signed by the parties hereto, specifically asserting that the Lease is thereby amended.

24. LIENS

24.1 The Lessee shall not suffer or permit any lien or other charge to be filed or registered against the Leased Premises or Lands, or any fixtures or improvements on the Lands by reason of work, labour, services or materials supplied, or claimed to have been supplied to the Lessee or anyone holding any interest in any part thereof through or under the Lease. If any such lien shall at any time be filed or registered, the Lessee shall procure its discharge within ten (10 days) after the lien has come to the notice or the knowledge of the Lessee. The Board may, but shall not be obliged to procure a discharge of any lien filed or registered at any time if in the Board's judgment the lands or Leased Premises, or the Board's building or any part thereof or the Board's interest therein become liable to any forfeiture or sale or otherwise in jeopardy, and any amount paid by the Board in so doing, together with reasonable costs and expenses of the Board, shall be reimbursed to the Board by the Lessee on demand together with interest at the rate of two percent (2%) per month from the date incurred until paid, and may be recovered as rent in arrears. Nothing herein contained shall preclude the Lessee from discharging any lien through the appropriate proceedings which preserve the Lessee's right to afterwards contest the validity of such lien.

25. ENTIRE AGREEMENT

25.1 This Agreement consists of the entire agreement between the parties such that except as herein expressly set forth there are no representations or warranties by either party with respect to this Lease or the Leased Premises.

26. WAIVER

26.1 Failure of the Board to insist upon performance of any of the covenants or conditions of this Lease or to exercise any right or option herein contained shall not be construed as a waiver or relinquishment of any such covenant, condition, right or option, but the same shall remain in full force and effect. The Lessee undertakes and agrees and any person claiming to be a sub-tenant or assignee undertakes and agrees, that the acceptance by the Landlord of any rent from any person other than the Lessee shall not be construed as a recognition of any rights not herein expressly granted, or as a waiver of any of the Board's rights, or as an admission that such person is, or as a consent that such person shall be deemed to be, a sub-lessee or assignee of this Lease, irrespective of whether the Board or said person claims that such person is a sub-lessee or assignee of this Lease. The

*Mr*  
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Board may accept rent from any person at any time without in any way waiving any right under this Lease.

27. **NOTICE**

- 27.1 Any notice may be served under this Lease upon the Board by personal service or by mailing the same in a prepaid registered letter addressed to the Board at:

Wolf Creek Public Schools  
6000 Highway 2A  
Ponoka, AB T4J 1P6

Attention: Secretary-Treasurer

or at such address as the Lessee may be notified in writing.

Any notice required to be given to the Lessee shall be sufficiently given by personal service or by mailing the same in a prepaid registered letter addressed to the Lessee at:

Town of Eckville  
Box 578  
Eckville, AB T0M 0X0

Attention: Chief Administrative Officer

or at such address as the Board may be notified of in writing.

- 27.2 Such notice shall be deemed to have been received by the Board or the Lessee respectively on the date on which it shall have been so delivered or seven (7) days after it is so mailed.

28. **SEVERABILITY**

- 28.1 If any term or condition of this Lease is determined to be invalid or unenforceable to any extent, the remaining terms and conditions shall not be affected thereby, and each of the remaining terms and conditions shall be valid and enforceable to the fullest extent permitted by law.

29. **TIME OF THE ESSENCE**

- 29.1 It is further understood and agreed that time shall be deemed of the essence in this Lease.

IN WITNESS WHEREOF the Board and the Lessee have caused this Lease to be duly executed the day and year first above written.

**THE BOARD OF TRUSTEES OF  
WOLF CREEK SCHOOL DIVISION NO. 72**

Per: Leenie Bess

Per: [Signature]

**THE TOWN OF ECKVILLE**

Per: Helen J. [Signature]

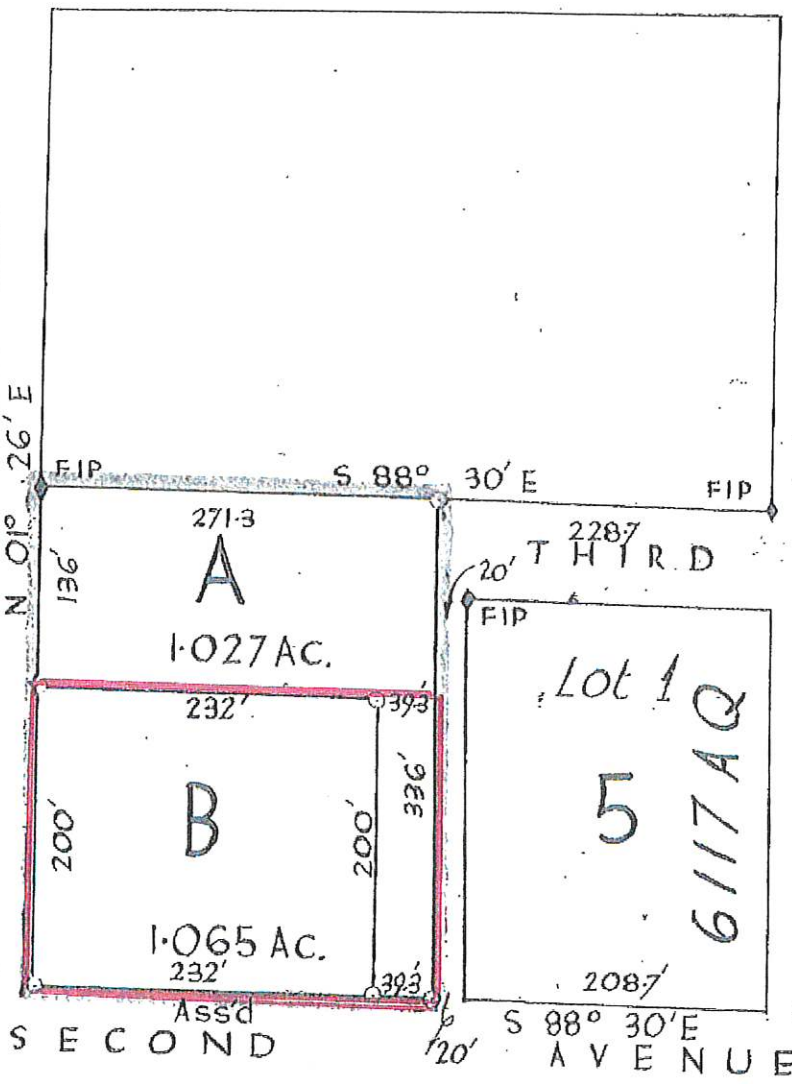
Per: [Signature]

SURVEYED ROAD P.W.D 6

YARD

	1
2532 ET	2
PLAN 8	3
Parcels transferred by Description	FIP

SURVEYED ROAD PLAN 12CL N 01° 26' E

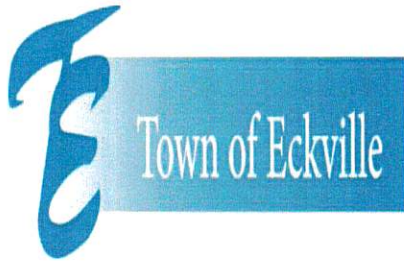


PLAN	3
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MAIN STREET

IP Lost	6117 AQ	4	PLAN
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FIRST STREET



# 2025 Operating & Capital Spend Q1&Q2





## SPEND SUMMARY

Adjusted for Capital Expenditures

	2025 Q1&Q2	2025 Budget	2025 Actual/ 2025 Budget \$	2025 Actual / 2025 Budget %
<b>REVENUES</b>				
TAXES	\$1,660,663.06	\$1,661,677.15	(\$1,014.09)	-0.1%
OTHER GEN. MUN. REV.	\$113,516.87	\$238,601.69	(\$125,084.82)	-52.4%
COUNCIL, LEGISLATIVE	\$344.00	\$6,000.00	(\$5,656.00)	-94.3%
GEN. ADMINISTRATION	\$1,820.93	\$82,469.99	(\$80,649.06)	-97.8%
POLICE	\$0.00	\$0.00	\$0.00	0.0%
FIRE FIGHTING	\$32,600.88	\$70,932.00	(\$38,331.12)	-54.0%
DISASTER SERVICES	\$0.00	\$0.00	\$0.00	0.0%
BYLAW SERVICES	\$3,858.40	\$38,250.00	(\$34,391.60)	-89.9%
RDS, STS, LIGHTING	\$0.00	\$43,083.00	(\$43,083.00)	-100.0%
STORM WATER	\$0.00	\$0.00	\$0.00	0.0%
WATER	\$84,506.20	\$197,225.00	(\$112,718.80)	-57.2%
SANITARY SEWER	\$119,800.92	\$220,000.00	(\$100,199.08)	-45.5%
GARBAGE	\$97,777.34	\$204,250.00	(\$106,472.66)	-52.1%
F. C. S. S.	\$30,820.19	\$30,488.00	\$332.19	1.1%
CEMETERIES	\$3,325.00	\$13,002.58	(\$9,677.58)	-74.4%
OTHER PUBLIC HEALTH	\$0.00	\$5,000.00	(\$5,000.00)	-100.0%
PLANNING, DEV.	\$0.00	\$5,000.00	(\$5,000.00)	-100.0%
COMMUNITY, AGRIC.	\$13,814.73	\$51,527.00	(\$37,712.27)	-73.2%
SUBD. LAND, DEV.	\$55,000.00	\$60,000.00	(\$5,000.00)	-8.3%
RECREATION, PARKS	\$0.00	\$104,867.09	(\$104,867.09)	-100.0%
CULTURAL: LIBRARY	\$1,727.73	\$2,200.00	(\$472.27)	-21.5%
OP. CONT. RESERVES	\$0.00	\$0.00	\$0.00	0.0%
REVENUES	\$2,219,576.25	\$3,034,573.50	(\$814,997.25)	-26.9%
CAPITAL	\$46,000.00	\$674,500.00	(\$628,500.00)	-93.2%
TOTAL REVENUES	\$2,265,576.25	\$3,709,073.50	(\$1,443,497.25)	-38.9%



## SPEND SUMMARY

Adjusted for Capital Expenditures

	2025 Q1&Q2	2025 Budget	2025 Actual/ 2025 Budget \$	2025 Actual / 2025 Budget %
<b>EXPENDITURES</b>				
COUNCIL, LEGISLATIVE	\$73,694.15	\$142,858.92	(\$69,164.77)	-48.4%
GEN. ADMINISTRATION	\$300,498.29	\$540,053.67	(\$239,555.38)	-44.4%
POLICE FUNDING	\$0.00	\$60,000.00	(\$60,000.00)	-100.0%
FIRE FIGHTING	\$74,999.53	\$157,277.00	(\$82,277.47)	-52.3%
DISASTER SERVICES	\$16,542.70	\$29,808.00	(\$13,265.30)	-44.5%
BYLAW SERVICES	\$30,940.01	\$51,103.00	(\$20,162.99)	-39.5%
RDS, STS, LIGHTING	\$483,020.32	\$731,079.73	(\$248,059.41)	-33.9%
STORM DRAINAGE	\$0.00	\$80.00	(\$80.00)	-100.0%
WATER	\$172,196.08	\$303,662.87	(\$131,466.79)	-43.3%
SANITARY SEWER	\$182,151.37	\$283,807.83	(\$101,656.46)	-35.8%
GARBAGE	\$91,476.36	\$246,247.34	(\$154,770.98)	-62.9%
F. C. S. S.	\$38,801.14	\$44,536.65	(\$5,735.51)	-12.9%
CEMETERIES	\$6,471.10	\$31,680.26	(\$25,209.16)	-79.6%
OTHER PUBLIC HEALTH	\$3,040.19	\$5,000.00	(\$1,959.81)	-39.2%
PLANNING, DEV.	\$18,876.53	\$33,985.00	(\$15,108.47)	-44.5%
COMMUNITY, AGRIC.	\$105,104.93	\$129,179.94	(\$24,075.01)	-18.6%
SUBD. LAND, DEV.	\$11,702.57	\$38,438.00	(\$26,735.43)	-69.6%
RECREATION, PARKS	\$253,544.60	\$330,610.93	(\$77,066.33)	-23.3%
CULTURAL: LIBRARY	\$29,183.91	\$63,114.00	(\$33,930.09)	-53.8%
REQUISITIONS	\$178,478.01	\$369,194.37	(\$190,716.36)	-51.7%
OP CONT. RESERVES	\$0.00	\$0.00	\$0.00	0.0%
EXPENDITURES	\$2,070,721.79	\$3,595,217.51	(\$1,524,495.72)	-42.4%
CAPITAL	\$46,000.00	\$674,500.00	(\$628,500.00)	-93.2%
<b>TOTAL EXPENSES</b>	<b>\$2,116,721.79</b>	<b>\$4,269,717.51</b>	<b>(\$2,152,995.72)</b>	<b>49.6%</b>



## Statement of Financial Activities

	2025 Q1&Q2	2025 Budget	2025 Actual \$ 2025 Budet \$	2025 Actual / 2025 Budget %
<b><u>REVENUES</u></b>				
Net Property Tax	\$1,660,663.06	\$1,661,677.15	(\$1,014.09)	-0.1%
Sales and User Charges	\$356,806.88	\$705,794.99	(\$348,988.11)	-49.4%
Penalties	\$12,191.46	\$20,000.00	(\$7,808.54)	-39.0%
Licenses and Permits	\$3,858.40	\$12,750.00	(\$8,891.60)	-69.7%
Fines	\$635.46	\$6,500.00	(\$5,864.54)	-90.2%
Franchise and Concession Contracts	\$80,065.71	\$167,601.69	(\$87,535.98)	-52.2%
Return on Investments	\$20,624.24	\$45,000.00	(\$24,375.76)	-54.2%
Rentals and Lease Revenue	\$22,987.95	\$48,082.00	(\$25,094.05)	-52.2%
Gain on Sale of Assets	\$0.00	\$35,000.00	(\$35,000.00)	-100.0%
Federal, Provincial Transfers	\$74,042.19	\$832,438.00	(\$758,395.81)	-91.1%
Local Govt Transfers	\$0.00	\$73,420.67	(\$73,420.67)	-100.0%
Operating/Reserves Transfers	\$0.00	\$38,026.00	(\$38,026.00)	-100.0%
Capital/Reserves Transfers	\$4,000.00	\$22,500.00	(\$18,500.00)	-82.2%
Transfers from Operating Functions	\$0.00	\$0.00	\$0.00	0.0%
Borrowing	\$0.00	\$0.00	\$0.00	0.0%
Other Revenues	\$29,700.90	\$40,283.00	(\$10,582.10)	-26.3%
<b>Total Revenues</b>	<b>\$2,265,576.25</b>	<b>\$3,709,073.50</b>	<b>(\$1,443,497.25)</b>	<b>-38.9%</b>



## Statement of Financial Activities

	2025 Q1&Q2	2025 Budget	2025 Actual \$ 2025 Budet \$	2025 Actual / 2025 Budget %
<b>EXPENDITURES</b>				
Salaries, Wages, Benefits	\$458,546.93	\$953,030.24	(\$494,483.31)	-51.9%
Training and Development	\$6,870.75	\$35,500.00	(\$28,629.25)	-80.6%
Contracted and General Services	\$446,301.39	\$867,125.42	(\$420,824.03)	-48.5%
Materials, Goods, Supplies	\$53,768.40	\$106,351.00	(\$52,582.60)	-49.4%
Utilities	\$119,366.95	\$190,330.00	(\$70,963.05)	-37.3%
Tangible Capital Assets	\$46,000.00	\$674,500.00	(\$628,500.00)	-93.2%
Transfers to Other Govts	\$36,266.94	\$102,724.00	(\$66,457.06)	-64.7%
Trans. To Local Boards, Agencies	\$136,203.81	\$278,760.47	(\$142,556.66)	-51.1%
Bank Charges, Interest	\$2,116.18	\$3,500.00	(\$1,383.82)	-39.5%
Provision for Allowances	\$0.00	\$3,900.00	(\$3,900.00)	-100.0%
Interest on Long-term Debt	\$26,746.43	\$43,746.00	(\$16,999.57)	-38.9%
Operating Transfer to (from) Reserves	\$0.00	\$0.00	\$0.00	0.0%
Operating Transfer to (from) Capital	\$10,000.00	\$45,000.00	(\$35,000.00)	-77.8%
Amortization	\$596,056.00	\$596,056.00	\$0.00	100.0%
Requisitions	\$178,478.01	\$369,194.37	(\$190,716.36)	-51.7%
<b>Total Expenditures</b>	<b>\$2,116,721.79</b>	<b>\$4,269,717.51</b>	<b>(\$2,152,995.72)</b>	<b>49.6%</b>





**TOWN OF ECKVILLE**  
**2025 OPERATING PROJECTS AND CAPITAL INVESTMENT PLAN SPEND**

Council/Administration/Other Description	Actual	Commitments	Estimated At Completion	Budget
<i>Council Education</i>	\$0.00	\$5,000.00	\$5,000.00	\$5,000
<i>IT Costs</i>	\$0.00	\$75,000.00	\$75,000.00	\$75,000
<i>Cemetery</i>	\$0.00	\$5,000.00	\$5,000.00	\$5,000
<i>Election Costs</i>	\$0.00	\$3,500.00	\$3,500.00	\$3,500
<i>Community Policing</i>	\$0.00	\$25,000.00	\$25,000.00	\$25,000
<b>Total Administration</b>	<b>\$0.00</b>	<b>\$113,500.00</b>	<b>\$113,500.00</b>	<b>\$113,500</b>

Common Services Description	Actual	Commitments	Estimated At Completion	Budget
<i>Fire Dept Reserve</i>	\$10,000.00	\$0.00	\$10,000.00	\$10,000
<i>Fire Dept Equipment</i>	\$0.00	\$18,500.00	\$18,500.00	\$18,500
<b>Total Common Services</b>	<b>\$10,000.00</b>	<b>\$18,500.00</b>	<b>\$28,500.00</b>	<b>\$28,500</b>

Roads, Streets and Walks Description	Actual	Commitments	Estimated At Completion	Budget
<i>Sweeper</i>	\$46,000.00	\$0.00	\$46,000.00	\$46,000
<i>Street Rehab</i>	\$0.00	\$0.00	\$0.00	\$65,000
<i>Sidewalk Rehab</i>	\$0.00	\$0.00	\$0.00	\$50,000
<i>Misc Equipment</i>	\$0.00	\$0.00	\$0.00	\$20,000
<b>Total Roads, Streets and Walks</b>	<b>\$46,000.00</b>	<b>\$0.00</b>	<b>\$46,000.00</b>	<b>\$181,000</b>

Water Description	Actual	Commitments	Estimated At Completion	Budget
<i>Water Meter Replacement Program</i>	\$0.00	\$0.00	\$0.00	\$450,000
<b>Total Water</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$450,000</b>

Municipal Planning, Zoning, Development Description	Actual	Commitments	Estimated At Completion	Budget
<i>Planning</i>	\$1,900.00	\$3,100.00	\$5,000.00	\$5,000
<b>Total Municipal Planning, Zoning, Development</b>	<b>\$1,900.00</b>	<b>\$3,100.00</b>	<b>\$5,000.00</b>	<b>\$5,000</b>

FUNDING SOURCE										
Current Operating	LGFF	CCBF	Grants Fed Prog	Prov Prog	Other	Sale/Cont of Assets	Borrowing	Restricted Surplus	Restricted Surplus	TOTAL
\$5,000	\$75,000									\$5,000
\$5,000	\$5,000									\$5,000
\$3,500	\$3,500									\$3,500
\$25,000										\$25,000
\$0	\$113,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$113,500

FUNDING SOURCE										
Current Operating	LGFF	CCBF	Grants Fed Prog	Prov Prog	Other	Sale/Cont of Assets	Borrowing	Restricted Surplus	Restricted Surplus	TOTAL
\$10,000										\$10,000
\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,500	Fire	\$18,500
\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,500		\$28,500

FUNDING SOURCE										
Current Operating	LGFF	CCBF	Grants Fed Prog	Prov Prog	Other	Sale/Cont of Assets	Borrowing	Restricted Surplus	Restricted Surplus	TOTAL
\$42,000								\$4,000	Contingency	\$46,000
\$65,000										\$65,000
\$50,000										\$50,000
\$20,000										\$20,000
\$0	\$177,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000		\$181,000

FUNDING SOURCE										
Current Operating	LGFF	CCBF	Grants Fed Prog	Prov Prog	Other	Sale/Cont of Assets	Borrowing	Restricted Surplus	Restricted Surplus	TOTAL
		\$450,000								\$450,000
\$0	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0		\$450,000

FUNDING SOURCE										
Current Operating	LGFF	CCBF	Grants Fed Prog	Prov Prog	Other	Sale/Cont of Assets	Borrowing	Restricted Surplus	Restricted Surplus	TOTAL
\$5,000										\$5,000
\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$5,000



**TOWN OF ECKVILLE**  
**2025 OPERATING PROJECTS AND CAPITAL INVESTMENT PLAN SPEND**

Municipal Planning, Zoning, Development Description	Actual	Commitments	Estimated At Completion	Budget	FUNDING SOURCE									
					Current Operating	LGFF	CCBF	Grants Fed Prog	Prov Prog	Other	Sale/Cont of Assets	Borrowing	Restricted Surplus	Restricted Surplus TOTAL
Planning	\$1,900.00	\$3,100.00	\$5,000.00	\$5,000		\$5,000								\$5,000
Total Municipal Planning, Zoning, Development	\$1,900.00	\$3,100.00	\$5,000.00	\$5,000	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000

Community and Agriculture Services Description	Actual	Commitments	Estimated At Completion	Budget	FUNDING SOURCE									
					Current Operating	LGFF	CCBF	Grants Fed Prog	Prov Prog	Other	Sale/Cont of Assets	Borrowing	Restricted Surplus	Restricted Surplus TOTAL
Curling Rink Contribution- Op.	\$10,000.00	\$0.00	\$10,000.00	\$10,000		\$10,000								\$10,000
Community Center Contribution- Op.	\$10,000.00	\$0.00	\$10,000.00	\$10,000		\$10,000								\$10,000
Total Community and Agriculture Services	\$20,000.00	\$0.00	\$20,000.00	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000

Recreation/Parks Description	Actual	Commitments	Estimated At Completion	Budget	FUNDING SOURCE									
					Current Operating	LGFF	CCBF	Grants Fed Prog	Prov Prog	Other	Sale/Cont of Assets	Borrowing	Restricted Surplus	Restricted Surplus TOTAL
Arena Contribution- Op.	\$40,000.00	\$40,000.00	\$80,000.00	\$80,000	\$80,000									\$80,000
Recreation Facility Contribution	\$0.00	\$25,000.00	\$25,000.00	\$25,000		\$25,000								\$25,000
Total Recreation/Parks	\$40,000.00	\$65,000.00	\$105,000.00	\$105,000	\$80,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,000

	Actual	Commitments	Estimated At Completion	Budget	FUNDING SOURCE									
					Current Operating	LGFF	CCBF	Grants Fed Prog	Prov Prog	Other	Sale/Cont of Assets	Borrowing	Restricted Surplus	Restricted Surplus TOTAL
TOTAL OPERATING AND CAPITAL PROJECTS	\$117,900.00	\$200,100.00	\$318,000.00	\$903,000	\$90,000	\$340,500	\$450,000	\$0	\$0	\$0	\$0	\$0	\$22,500	\$903,000
TOTAL LGFF OPERATING	\$21,900.00	\$116,600.00	\$138,500.00	\$138,500		\$138,500								\$138,500
TOTAL OPERATING TRANSFER	\$40,000.00	\$40,000.00	\$80,000.00	\$80,000	\$80,000									\$80,000
Total Reserve Transfers	\$10,000.00	\$0.00	\$10,000.00	\$10,000	\$10,000									\$10,000
TOTAL CAPITAL	\$46,000.00	\$43,500.00	\$89,500.00	\$674,500	\$0	\$202,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$22,500	\$674,500

**ATCO FRANCHISE AGREEMENT BYLAW**

**Being a Bylaw of the Town of Eckville to authorize the Mayor and Administrator to execute an agreement with ATCO Gas and Pipelines Ltd., to renew an agreement with, and to confer a franchise on the Company to deliver natural gas to customers within the municipality.**

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

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

**NOW THEREFORE** under the authority of the Municipal Government Act, S.A. 1994, Chapter M-26.1, Part 3, Division 3, Section 45 - 47 be it enacted that the Mayor and Administrator be authorized to sign the agreement which is attached to and forming part of this By-law and marked as Schedule "A" between the Municipality and the Company to renew a agreement with and to confer a franchise on the Company to deliver natural gas services within the Municipality;

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

**READ** a First time this 14<sup>th</sup> day )  
 of July, 2025 )  
 \_\_\_\_\_  
**MAYOR**

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

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



**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

**2026**

**BETWEEN:**

**TOWN OF ECKVILLE**

**- AND -**

**ATCO GAS AND PIPELINES LTD.**

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**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

BETWEEN

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

OF THE FIRST PART

– and –

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

OF THE SECOND PART

WHEREAS by Agreement dated June 23, 1961, made between the  
Company and the Municipality a franchise was granted to the Company to supply natural gas to  
the Municipality and its inhabitants, for a period of twenty (20) years;

WHEREAS by Agreement dated January 22, 1982, the Agreement was  
renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated August 31, 1992, the Agreement was  
renewed and extended for a period of ten (10) years;

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

WHEREAS by Agreement dated June 14, 2004, the Agreement was  
renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated March 1, 2016, the Agreement was  
renewed and extended for a period of ten (10) years;

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

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

## 1) Definitions and Interpretation

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

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

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

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

- bb) **“Term”** means the term of this Agreement set out in paragraph 2;
- cc) **“Terms and Conditions”** means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;
- dd) **“Work”** means any work to Construct or Maintain the Natural Gas Distribution System; and
- ee) **“Work Around Procedures”** shall have the meaning set out in paragraph 14 (c)(ii).

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

2) **Term**

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:
  - i. First (1<sup>st</sup>) day of March, 2026; and
  - ii. the first (1<sup>st</sup>) business day after both of the following have occurred:
    - A. the Commission has approved and acknowledged this Agreement; and
    - B. Council of the Municipality has passed third reading of the applicable adopting bylaw.
- b) This Agreement will expire on the 29<sup>th</sup> day of February, 2036.



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

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

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

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

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area to:
  - i. provide Natural Gas Distribution Service;
  - ii. Construct, Operate, and Maintain the Natural Gas Distribution System; and



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

5) **Franchise Fee**

a) Calculation of Franchise Fee

In consideration of the rights granted pursuant to paragraph 4 and the mutual covenants herein and subject to Commission approval the Company agrees to collect from Consumers and pay to the Municipality a franchise fee. The Parties agree s. 360(4) of the *MGA*, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be

calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge, demand charge, but excluding the cost of Natural Gas (being the calculated revenues from the Natural Gas cost recovery rate rider or the deemed cost of Natural Gas and Natural Gas supply related riders) in that year for Natural Gas Distribution Service within the Municipal Service Area.

For the first (1<sup>st</sup>) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be **twenty percent (20%)**.

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

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

b) Adjustment to the Franchise Fee

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

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

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

c) Notice to Change Franchise Fee

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

Commission.

d) **Payment of Franchise Fee**

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

e) **Franchise Fee Cap**

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

f) **Reporting Considerations**

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

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

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

**6) Core Services**

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

**7) Provision of Extra Services**

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

Any breach by the Company in connection with the provision of any Extra Services

contained in this Agreement will not constitute a breach of a material provision of this Agreement for the purposes of paragraph 9.

**8) Municipal Taxes**

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

**9) Right to Terminate on Default**

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

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

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

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

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

**a) Detailed Plans**

The Company agrees to provide to the Municipality for the Municipality's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and alignments of the



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

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

b) Provision of Equipment

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

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

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

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

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



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

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

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

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

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

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

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

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

b) Restoration of Municipal Property

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

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

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

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

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

c) Urgent Repairs and Notification to Municipality

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

Following completion of the Major Work, the Company will provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format, where available and upon request, the Company will provide the Municipality with a hard copy of the materials within three (3) months of the request. The Company

will provide the Municipality with copies of any other revised Plans and Specifications as reasonably requested by the Municipality. For the purposes of this paragraph and paragraph 11, the Company may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

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

f) Approvals

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

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

**14) Responsibilities for Cost of Relocations**

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

- ii. the Municipality has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and
  - iii. the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure the Municipality will be left with sufficient time to complete the said planned municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Company utilizing the Alternative Course of Action).
- c) For the purposes of this paragraph 14, the term "Alternative Course of Action" will mean any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the Municipality may incur and which the Company will be required to pay in accordance with this paragraph 14 and "Intended Time Frame" will mean the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Natural Gas Distribution System in accordance with this paragraph 14.

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

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



Where:

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

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

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

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

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

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

**15) Natural Gas Distribution System Expansion**

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

**16) Increase in Municipal Boundaries**

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

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

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

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

**a) Municipal Use**

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

**b) Third Party Use and Notice**

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

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

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

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

**18) Municipality as a Retailer**

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

**19) Reciprocal Indemnification and Liability**

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

pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

## 20) Assignment

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

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

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

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

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



terms and conditions of this Agreement.

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

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

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

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

## 21) **Notices**

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

To the Company:

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

To the Municipality:

Town of Eckville  
**Attention: CAO**  
PO Box 578, 5023 - 51st Ave  
Eckville, Alberta, T0M 0X0  
Phone: (403) 746-2171

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

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

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

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

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

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

## **23) Dispute Settlement**

- a) If any dispute or controversy of any kind or nature arises relating to this Agreement or the Parties' rights or obligations hereunder, the Parties agree such dispute or controversy will be resolved by negotiation, and where such negotiation does not result in the settlement of the matter within thirty (30) days of notice of such dispute being provided by one Party to the other Party, and to the extent

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

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

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

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

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

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

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

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

**25) Force Majeure**

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

**26) Terms and Conditions**

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

**27) Not Exclusive Against His Majesty**

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

**28) Severability**

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

**29) Amendments**

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

**30) Waiver**

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

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

**31) Confidentiality**

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

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

**Municipality**

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

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

**Company**

PER: \_\_\_\_\_  
Corinne Severson  
Vice President, Operations

PER: \_\_\_\_\_  
Shane Ellis  
Vice President, Engineering &  
Construction



## SCHEDULE "A" Core Services

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

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

volumes, etc.); and

- ii. any Consumer complaints received by the Commission.

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

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

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

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

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

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

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

UNAPPROVED

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

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

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

UNAPPROVED

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

This Replaces Rider "A"

Previously Effective January 1, 2025

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

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

Method A. - Applied to gross revenues\*.

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

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

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

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



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

This Replaces Rider "B"

Previously Effective February 1, 2025

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

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

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

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

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Effective April 1, 2025 by AUC Disposition 29906-D01-2025

This Replaces Rider "A"

Previously Effective January 1, 2025

## ATCO GAS AND PIPELINES LTD. – SOUTH RIDER "A"

### MUNICIPAL FRANCHISE FEE TO ALL RATES AND ANY OTHER RIDERS THERETO

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

Method A. - Applied to gross revenues\*.

Method C. - Applied to gross revenues\* and Rider "E".

<u>Effective</u>			<u>Effective</u>			<u>Effective</u>		
<u>Municipalities –</u>		<u>Date</u>	<u>Municipalities</u>		<u>Date</u>	<u>Municipalities –</u>		<u>Date</u>
<u>Method A</u>	<u>%</u>	<u>ymmdd</u>	<u>Method A</u>	<u>%</u>	<u>ymmdd</u>	<u>Method C</u>	<u>%</u>	<u>ymmdd</u>
Acme	20.00	04/03/10	Foremost	21.00	04/01/21	Calgary**	11.11	91/01/01
Airdrie	29.60	07/10/01	Fort Macleod	12.50	01/10/02			
Banff	35.00	24/02/01	Gasoline Alley	19.50	20/05/01			
Banff Ntl Park	35.00	25/01/01	Glenwood	10.00	23/03/01			
Barnwell	13.00	01/01/18	Granum	0.00	24/02/01			
Barons	14.97	00/08/21	High River	20.00	19/05/01			
Bassano	25.00	13/01/01	Hill Spring	5.00	10/03/25			
Beiseker	16.00	19/01/01	Hussar	27.50	22/02/01			
Big Valley	12.00	16/03/01	Innisfail	28.00	25/04/01			
Bow Island	17.00	24/01/01	Irricana	14.18	23/01/01			
Bowden	22.00	07/02/16	Lethbridge	27.00	12/02/15			
Brooks	19.50	21/01/01	Linden	15.23	04/07/09			
Burdett	15.00	20/04/01	Lomond	25.00	15/12/01			
Canmore	35.00	24/01/01	Longview	20.00	16/01/01			
Carbon	16.00	22/01/01	Magrath	15.00	10/01/18			
Cardston	20.00	23/02/01	Milk River	30.00	04/12/14			
Carmanagay	5.00	25/01/01	Nanton	19.00	23/01/01			
Carstairs	25.00	07/08/01	Nobleford	7.50	23/01/01			
Champion	15.00	10/03/02	Okotoks	35.00	24/01/01			
Chestermere	17.00	14/01/01	Olds	30.00	12/01/01			
Claresholm	14.00	25/01/01	Penhold	25.00	18/09/01			
Coaldale	25.00	25/04/01	Picture Butte	18.00	16/09/01			
Coalhurst	12.45	24/01/01	Raymond	15.00	20/10/07			
Cochrane	20.00	16/01/01	Rockyford	30.00	12/01/01			
Coutts	20.00	08/09/09	Rosemary	17.00	23/01/01			
Cowley	13.79	02/08/23	Springbrook	10.50	23/04/01			
Cremona	23.00	23/01/01	Standard	4.00	23/01/01			
Crossfield	20.00	24/01/01	Stavely	11.00	21/01/01			
Crowsnest Pass	25.00	13/01/17	Stirling	12.00	19/01/01			
Delburne	21.60	07/04/10	Strathmore	35.00	21/04/01			
Diamond Valley	15.00	23/01/01	Taber	18.00	20/07/01			
Didsbury	25.00	10/01/01	Taber*	33.00	20/07/01			
Duchess	15.00	21/01/01	Trochu	20.00	15/12/01			
Elnora	16.00	04/05/27	Vauxhall	12.00	24/01/01			
			Vulcan	35.00	14/01/01			

\* Applied to High Use.

\*\* Exemption available on Rider "E" portion of natural gas feedstock quantities used by an electrical generation plant whose primary fuel source is natural gas, for the commercial sale of electricity or used by a district energy plant for combined heat and power production, if deemed by the City of Calgary to be a qualifying facility.

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

Effective January 1, 2025 by AUC Disposition 29783-D01-2025  
This Replaces Rider "B"  
Previously Effective May 1, 2024

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

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

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

<u>Municipalities</u>	<u>%</u>	<u>Effective Date yyymmdd</u>	<u>Municipalities</u>	<u>%</u>	<u>Effective Date yyymmdd</u>
Airdrie	2.10	25/02/01	Linden	5.00	25/02/01
Banff, Municipality	0.00	25/02/01	Lomond	6.10	25/02/01
Bassano	3.30	25/02/01	Longview	1.40	25/02/01
Big Valley	2.90	25/02/01	Magrath	3.70	25/03/01
Bow Island	3.40	25/02/01	Milk River	4.50	25/02/01
Brooks	3.50	25/02/01	Nanton	2.60	25/02/01
Canmore	1.40	25/02/01	Nobleford	1.10	25/02/01
Cardston	2.80	25/02/01	Olds	2.30	25/02/01
Carmangay	4.90	25/02/01	Penhold	3.20	25/02/01
Carstairs	2.60	25/02/01	Picture Butte	2.50	25/02/01
Champion	5.20	25/02/01	Raymond	3.20	25/02/01
Chestermere	1.50	25/02/01	Redwood Meadows	7.60	25/02/01
Claresholm	3.90	25/02/01	Rockyford	2.70	25/02/01
Coaldale	2.10	25/02/01	Rosemary	4.40	25/02/01
Cochrane	1.60	25/02/01	Springbrook	0.40	25/04/01
Coutts	4.60	25/02/01	Standard	0.20	25/02/01
Crowsnest Pass	5.60	25/02/01	Stavely	3.80	25/02/01
Diamond Valley	5.20	25/02/01	Stirling	3.30	25/02/01
Didsbury	2.40	25/02/01	Strathmore	2.00	25/02/01
Duchess	4.60	25/02/01	Taber	2.90	25/02/01
Elnora	3.90	25/02/01	Trochu	4.50	25/02/01
Foremost	3.50	25/02/01	Vauxhall	3.90	25/02/01
Fort Macleod	3.50	25/02/01	Vulcan	3.60	25/02/01
Gasoline Alley	0.50	25/02/01			
Glenwood	11.00	25/03/01			
Hill Spring	11.50	25/02/01			
Irricana	2.40	25/02/01			
Lethbridge	4.70	25/02/01			



**ATCO**

**Town of Eckville**

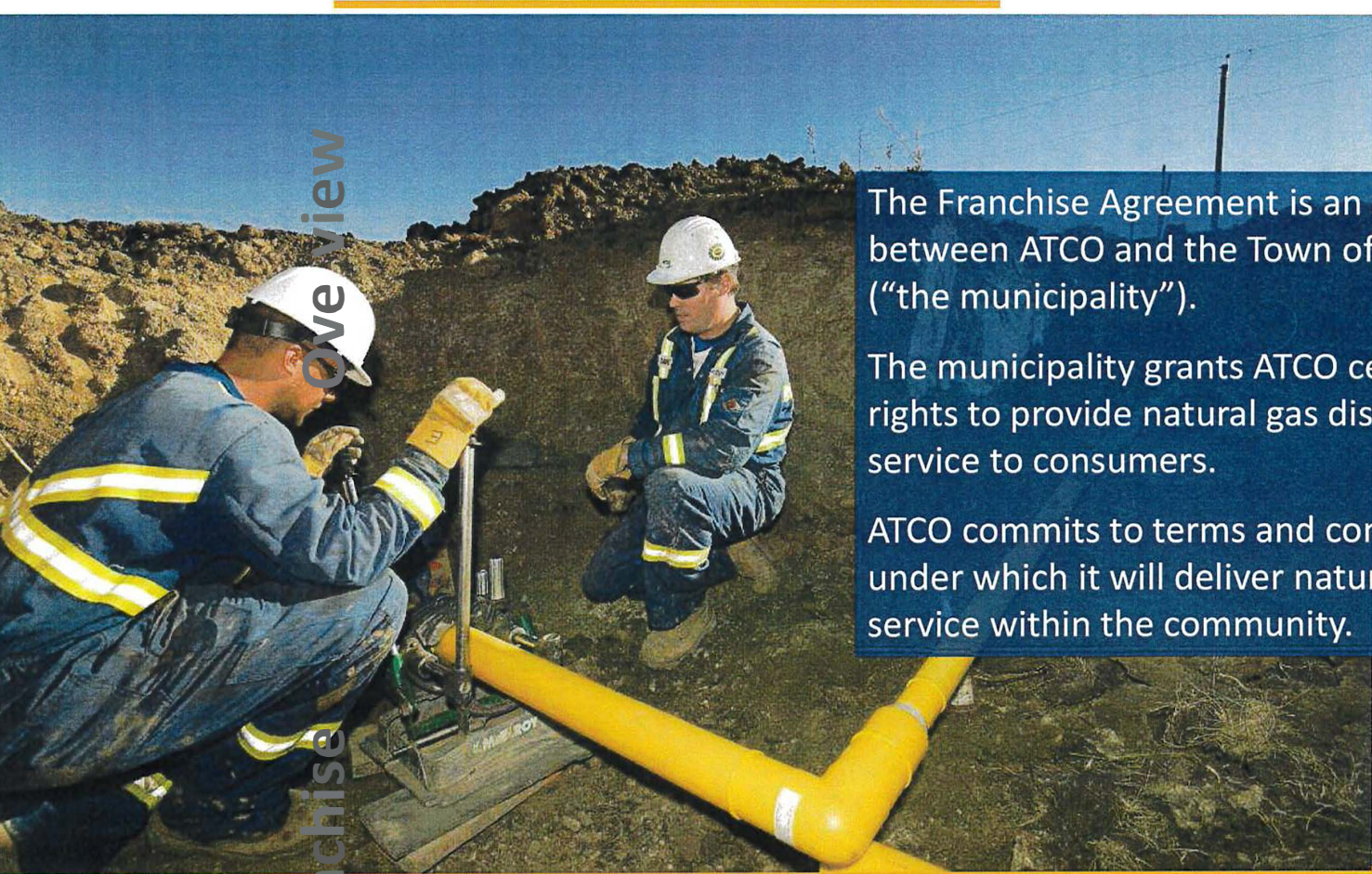
# **ATCO Franchise Renewal Presentation**

Presented by Kyla Belich

July 2, 2025



# Agreement



Franchise Overview

The Franchise Agreement is an agreement between ATCO and the Town of Eckville ("the municipality").

The municipality grants ATCO certain rights to provide natural gas distribution service to consumers.

ATCO commits to terms and conditions under which it will deliver natural gas service within the community.

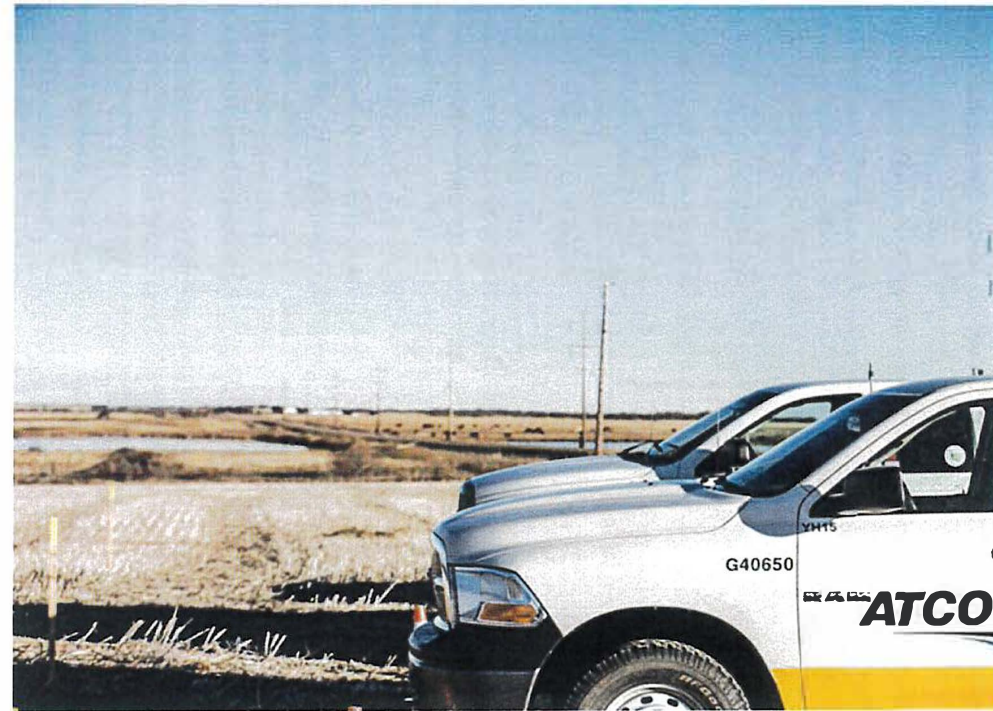


## Serving the Town of Eckville

- ATCO has served the Town of Eckville since 1961.
- The Town is served by the ATCO offices located in Ponoka, Rocky Mountain House and Red Deer.

## Franchise Agreement

- Term of current franchise agreement expires February 28<sup>th</sup>, 2026.
- Current agreement remains in effect beyond the term expiry, until the agreement is terminated or renewed.



## AUMA Franchise Agreement Template

- The franchise agreement is based on an AUMA template developed in 2003.
- A new version of the AUMA franchise agreement template was negotiated and approved in early 2015.

## Agreement Term

- Minimum 10 year / maximum 20 year term, with an end date.
- Agreement continues in effect after the end date, unless renewed or terminated
- **NOTE:** If the agreement is not renewed or terminated within one year after the term ends, the franchise fee paid to the municipality is halved with the other half held in an interest-bearing trust account until the agreement is renewed.





## Grant of Franchise

- Grants ATCO exclusive right to install pipe in municipal right-of-ways for the purpose of delivering gas to customers.
- The municipality commits not to grant similar rights to another company for the term of the agreement.
- ATCO agrees to bear full responsibility of the distribution system and ensure all services delivered in the municipality are in accordance with ATCO's Delivery Tariff.





## Franchise Fee

- Franchise fee is for exclusive use of municipal right-of-ways for installation of ATCO's distribution system.
- Current fee in the Town of Eckville is 20% of the revenue ATCO earns delivering gas in your community (excludes commodity cost of gas)
- Franchise fee is recovered from customers in Eckville via a **Rider A** on their monthly bill.
- Franchise fee can be adjusted annually
- The AUC-prescribed cap for franchise fees is 35%.



## Core and Extra Services

- Outlines core services provided by ATCO (Schedule A).
  - Requires ATCO to annually report specific service levels to the municipality (e.g. reliability, customer satisfaction, public safety.)
- Includes provision that the municipality can request “extra” services from ATCO (Schedule B).
  - Provided under a separate agreement.
  - Costs for extra services collected only from customers of the municipality.





## Municipal Taxes

- Offers an opportunity to collect linear taxes in addition to the franchise fee.
- Currently, the Town of Eckville does collect separate linear taxes at a rate that equals approximately 3.5% of the revenue ATCO earns delivering gas in your community (excludes commodity cost of gas)
- This municipal tax is recovered from customers in Eckville via a **Rider B** on their monthly bill



## Provision of Plans and Equipment

- ATCO to provide the municipality with plans showing locations (excluding depth) and alignments of the gas distribution system, excluding service lines and installations on private property.
- ATCO to co-operate with the municipality's fire department to provide necessary equipment for the operation of ATCO's curb boxes and service valves.





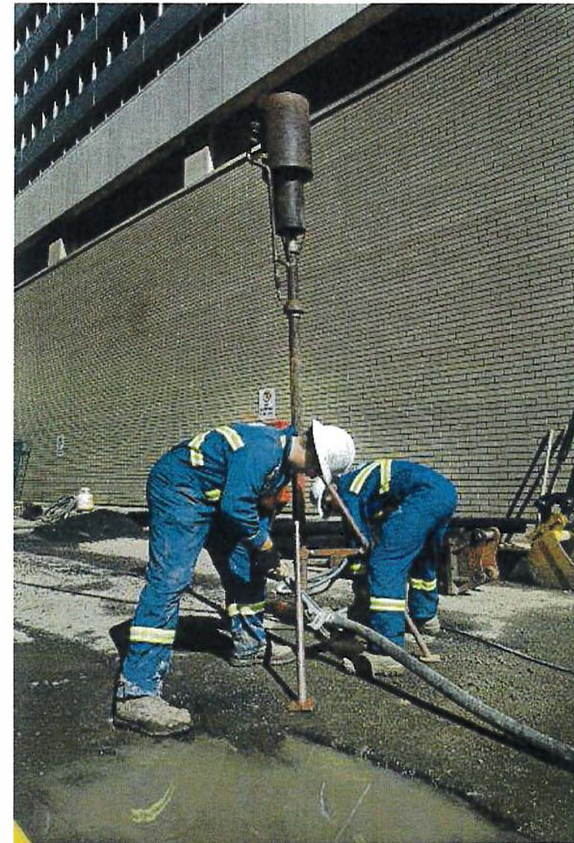
# Construction/Maintenance of Gas System

- Outlines:
  - Plan and notice requirements for municipal approval.
  - Restoration requirements.
  - Emergency repair notification.
  - Requires that ATCO obtain approvals from other utilities, including facility locates.
  - As-built requirements for major work.



## Cost of Relocations

- ATCO will relocate its facilities in municipally-owned property (e.g. streets, lanes) to accommodate municipal work at our cost, provided that the municipality:
  - Provides one year's notice.
  - Provides a suitable alternative location.
  - Considers ATCO's costs in the determination of the relocation request.
  - Is not acting as a land developer.





## Distribution System Expansion

- ATCO will extend its distribution system to provide service to customers, at no cost to the municipality, under its AUC-approved Terms and Conditions of Service.
  - Includes extending distribution mains to any customer, at no cost to the customer, where the municipality has extended its sewer and water infrastructure.



## Increase in Municipal Boundaries

- Franchise rights / obligations automatically extend to all areas annexed by the municipality if annexation size is less than 640 acres or 25% of the current size of the municipality.
- For larger annexations, the municipality has the option to add the increased area to our franchise area or terminate the agreement.





## Joint Use of Municipal Rights-of-Way (RoW)

- Allows the municipality to use the RoW granted to ATCO Gas for a municipal purpose, as long as it does not interfere with our use.
- ATCO can allow others to use the RoW, with the approval of the municipality.
- Agreement encourages joint trenching.



## Counts on ATCO

Since 1912, our customers have counted on us to deliver safe and reliable natural gas.

Today, as Alberta's largest natural gas distributor, we serve more than 1.1 million customers in almost 300 communities.

Albertans



Franchise Ren



## Our Commitment to Safety

- Respond 24/7 to natural gas emergencies.
- Respond daily to service calls from customers (meter installations, appliance inspections, repairs to natural gas lines)
- Ongoing inspection of our distribution system to prevent leaks and ensure integrity.





## Questions?



Franchise Renewal Presentation

**ATCO**





# ATCO Gas & Pipelines Ltd.

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

<u>Historic Information</u>						
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	Five <u>Year Average</u>
Municipal Franchise Fee Revenue	\$86,035	\$87,293	\$83,128	\$73,216	\$77,499	\$73,434
Average Annual Franchise Fees Per Average Residential Customer Using 105 GJ's per Year	\$102.05	\$109.53	\$127.71	\$112.77	\$123.76	\$115.16
Franchise Fee Percentage	20.00%	20.00%	20.00%	20.00%	20.00%	
Company Delivery Revenue	\$330,128	\$336,487	\$414,707	\$360,766	\$385,548	

<u>Forecast Information</u>						
Franchise Fee	Municipal Income			Impact on Average Residential Customer **		
	Forecast 2025 Annual Franchise Fee Total *	Estimated 2025 Property Tax Total	Estimated 2025 Annual Fee+Tax Total	Forecast 2025 Annual Franchise Fee Average Residential	Estimated 2025 Annual Property Tax Average Residential	Estimated 2025 Annual Fee+Tax Average Residential
5.00%	\$19,982	\$14,092	\$34,074	\$31.01	\$21.87	\$52.88
10.00%	\$39,965	\$14,092	\$54,057	\$62.03	\$21.87	\$83.90
15.00%	\$59,947	\$14,092	\$74,039	\$93.04	\$21.87	\$114.91
20.00%	\$79,930	\$14,092	\$94,022	\$124.05	\$21.87	\$145.92
25.00%	\$99,912	\$14,092	\$114,004	\$155.07	\$21.87	\$176.94
30.00%	\$119,894	\$14,092	\$133,986	\$186.08	\$21.87	\$207.95
35.00%	\$139,877	\$14,092	\$153,969	\$217.09	\$21.87	\$238.96

Estimated Property Tax Percent:	3.53%
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* Franchise fee percent multiplied by Company Delivery Revenue forecast.
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Forecast 2025 Company Delivery Revenue	Forecast 2025 Delivery Revenue Per Average Residential Customer Using 105 GJs / year
\$399,648	\$620.26

Franchise fee: The current franchise fee rate is 20%.

Municipal tax: Currently, franchise fees are levied in addition to municipal taxes. (Also known as "Method A&P".)

\*\* Customer impact: The franchise fee and municipal taxes are recovered from customers via a Rider A (franchise fee) and Rider B (municipal tax) on their monthly bills. Some retailers combine these two items into one line on customers' monthly bills labeled "municipal franchise fee" or something similar. For more information about riders, please contact your ATCO Gas representative and/or visit the Alberta Utilities Commission webpage on the topic: [www.auc.ab.ca/rate-riders](http://www.auc.ab.ca/rate-riders)

This spreadsheet was updated on 26 June 2025.

**ATCO**  
ALBERTA UTILITIES COMMISSION

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**MANAGEMENT REPORT  
TO ECKVILLE TOWN COUNCIL**

**July 14, 2025**

**Current Activities:**

- **Proposed Industrial Subdivision on 57 Avenue:** – Our Developer has decided to move ahead and complete this subdivision while continuing to negotiate with BTG Energy to relocate their pipeline which runs through the west side of his property. We will keep you informed.
- **ATCO Gas Franchise Renewal Bylaw:** We met with ATCO Gas in Red Deer on July 2<sup>nd</sup> to discuss the timing of the renewal of our “gas franchise agreement”. The current agreement will expire on February 28<sup>th</sup>, 2026. In order to meet the advertising requirement (45 days) between first and third reading of the required Bylaw and in trying to have the process completed with one Council, we are pushing ahead and bringing the authorizing Bylaw 803-25 to you at the July 14<sup>th</sup> council meeting for first reading. We have a fairly large attachment in your agenda package and will do our best to answer any questions that you might have at the July 14<sup>th</sup> council meeting.
- **Lot Sales:** Lot sales continue to be very active.

Larchwood Homes has staked out the basements for the homes on the two lots that they have already have under agreement, and they have started the basement on one lot. As previously stated, another investor has approached them about purchasing another two lots and possibly building homes on them too. We would like to discuss a proposal for purchasing these lots on a longer-term basis with you at the July 14<sup>th</sup> council meeting.

On July 10<sup>th</sup> we were approached by a Contractor / Builder who is wanting to purchase two lots with the intention of constructing two duplexes designed specifically for seniors. He very interested in two particular lots which face 50 Avenue. These lots are currently zoned for R1 – Low Density. Before he makes an application for rezoning, he has asked me to discuss the possibility of rezoning these two lots to R2 – Mixed Residential which would allow the construction of duplexes.

We are still working with a couple of individuals on the possibility of purchasing lots in Westview Manufactured Home Subdivision.
- **Effluent Release:** Our Public Works staff took effluent samples at our Wastewater Lagoons on June 17<sup>th</sup> and Gary Heisler drove them to the lab in Edmonton for our annual Rainbow Trout LC50 Variable Concentration test. Our test results were amazing to say the least. No trout died in any of the various effluent dilutions.

The Public Works Crew started our first effluent release on June 26<sup>th</sup> and ran into issues with our main release line to the river. It was running very slowly, and they had the valve partially open. On July 7<sup>th</sup> we had to bring in the Drain Doctor to flush the line, and after three attempts they managed to open the line. We will run a camera through the line after we are finished our release to see if there are any major problems.

On July 8<sup>th</sup> we heard from consultants who are working for Baytex Energy and were trying to make arrangements to lay a water line into our lagoon property. After talking with our contact from Baytex Energy, we learned that they are having evaporation issues with their water storage facility, and they want to start pumping 30,000 to 40,000 cubic meters within the next few weeks. So now it looks like we will be generating some money to put towards our contribution needed to joining the Sylvan Lake Regional Water / Wastewater Commission.

We will keep you in the loop as things progress.

### Management Report – July 14, 2025

- **Fire Hydrant Inspections and Repairs:** As a quick recap, two hydrants that were out of service were repaired and are back in service and two other fire hydrants were also repaired on June 18<sup>th</sup>. Out Contractor was in town on July 9<sup>th</sup> and removed the insides from three of our 1964 'Darling' fire hydrants, but we were unable to work on the 1955 'Darling' fire hydrant as we have not been able to locate the isolation valve yet. It is anticipated that the repair parts and new hydrant bodies will arrive in two to three weeks and shortly thereafter the three fire hydrants will be new again and back in service. The Fire Department has been notified of the location of the three out of service fire hydrants.
- **Public Works Highlights:**
  - **East and West Sewer Lift Stations:** No update on the uninterrupted power supply.
  - **Flushing Sewer Mains:** Nothing new to report at this time.
  - **Solar Lights on the Trails:** We are still working on this.
  - **Main Street Solar Streetlights:** Nothing new to report currently.
  - **Spray Park:** At long last we are pleased to report that the control system at the Spray Park has been updated and to the best of our knowledge the park is operating properly. We will be contacting our Consultant at GVL Travelers to see what can be done to clean up the calcium deposits on some of the devices and the colored base. We will be reviewing the future shut down process to ensure that we avoid any damages with freeze up and spring start up.
  - **2025 Town of Eckville General Election** – As previously noted nomination packages have been prepared and can be picked up from the Returning Officer or the Substitute Returning Officer, by appointment.

### **Future / Planned Activities:**

- **Water Meter Replacement Project:** Administration met with the Consultants at Tagish Engineering Office in Gasoline Alley on July 10<sup>th</sup> to review their analysis of the two proposals that we received at the July 2<sup>nd</sup> submission date. We will be bringing forward the final recommendation for the award of the proposal at the July 14<sup>th</sup> council meeting. We are hoping to have your approval so that we can move the project forward in a timely fashion.
- **Multi-year Operating and Capital Plans:** These will be presented to Council at the July 14<sup>th</sup> council meeting for discussion.
- **Dog Park Improvements:** We sent out requests for proposals to construct an additional "leashing area" and separate fenced section of the main dog park for "small dogs". New

Management Report – July 14, 2025

“dog park rules” signs have been ordered as the old ones were very faded. We will also be placing signs on the two leashing areas.

- **Millenium Park Fencing Repairs:** Requests for proposals have also been sent out for the repair of the perimeter fence at Millenium Park. We also asked for an optional price on removing the old fence and replacing it with a 5’ black chain link fence.
- **Possible Joint Project with Wolf Creek School Division:** We are assuming that Council would like us to hold off on any further discussion with Wolf Creek Public Schools on a possible Joint Use Partnership Agreement (JUPA) project for now.
- **Update on Eckville Medical Clinic:** We continue to work on some minor changes in the examination rooms, which may require a whole lot of permits and approvals. We would again like to chat with you in closed session at the July 14<sup>th</sup> council meeting as these discussions may be sensitive and have an effect on our negotiations.

**Parking Lot:**

- **Solar Street Lights** – Possibly moving one light and purchasing several more.
- **Commercial Cardboard Collection** – We need to meet with our current collection company to discuss possible changes in this service.
- **Town Advertising Signage** – Still trying to get to this item.
- **Access to the Walking Path from Railway Avenue at McDonald Heights** – We will tender with other asphalt work.

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Jack Ramsden, CAO



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Darcy Webb, Deputy CAO



System: 6/25/2025 2:12:40 PM  
User Date: 6/25/2025

Town Of Eckville  
COMPUTER CHEQUE REGISTER  
Payables Management

Mtg. Date July 14/25  
Page: 1  
User: Agenda Item  
Agenda Item 7.2

Batch ID: CHEQUES  
Batch Comment: June 25/25

Audit Trail Code: PMCHQ00000943  
Posting Date: 6/25/2025

Chequebook ID: ATB - GEN

\* Voided Cheques

Cheque Number	Date	Payment Number	Vendor ID	Cheque Name	Amount
028457	6/25/2025	00000000000024575	ANI001	327241 Alberta Ltd.	\$2,803.50
028458	6/25/2025	00000000000024576	CEI001	CEI Control Services Ltd.	\$346.50
028459	6/25/2025	00000000000024577	CEN014	Central Alberta Co-op Ltd.	\$1,249.76
028460	6/25/2025	00000000000024579	ECK001	Eckville Machining & Welding (	\$594.49
028461	6/25/2025	00000000000024580	ECK01	Eckville Recreation Board	\$17,500.00
028462	6/25/2025	00000000000024581	ECK011	Eckville Community Centre	\$10,000.00
028463	6/25/2025	00000000000024582	ECK012	Eckville Arena	\$20,000.00
028464	6/25/2025	00000000000024583	FLO01	Flowpoint Environmental System	\$110.31
028465	6/25/2025	00000000000024584	GOV003	Government of Alberta	\$251.90
028466	6/25/2025	00000000000024585	LAC002	Lacombe Foundation	\$9,100.00
028467	6/25/2025	00000000000024586	PAL01	Robert Palmer	\$1,968.75
028468	6/25/2025	00000000000024587	REC01	RecordXpress	\$118.07
028469	6/25/2025	00000000000024588	TEL002	TELUS MOBILITY	\$393.38
028470	6/25/2025	00000000000024589	ULI001	Uline Canada Corporation	\$284.27
028471	6/25/2025	00000000000024591	WOL001	Wolseley Canada Inc	\$2,253.15
028472	6/25/2025	00000000000024592	MRF001	MRF Geosystems Corporation	\$4,830.00
028473	6/25/2025	00000000000024593	SPA001	Sparrows Auto Service Ltd	\$115.66
028474	6/25/2025	00000000000024594	TAG001	Tagish Engineering Ltd.	\$11,476.08

Total Cheques: 18

Cheques Total: \$83,395.82

84

Audit Trail Code: PMVPY00000248  
\* Voided transactions

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TELUS MOBILITY				

Total Transactions: 1



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Town Of Eckville  
CHEQUEBOOK POSTING JOURNAL  
Payables Management

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User ID: kristina

Audit Trail Code: PMCHQ00000945  
\* Voided transactions

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Paid To/Rcvd From		Description		
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Receiver General				
ATB - GEN	Cheque	028476	6/27/2025	\$127.12
TELUS MOBILITY				
ATB - GEN	Cheque	028477	6/27/2025	\$483.99
NextGen Automation				
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86

EFT

Audit Trail Code: PMCHQ00000944  
\* Voided transactions

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ATB - GEN Cleartech Industries Inc.	Cheque	EFT000000000280	6/27/2025	\$971.50
ATB - GEN Eckville Municipal Library	Cheque	EFT000000000281	6/27/2025	\$10,818.00
ATB - GEN GTI Petroleum Ltd	Cheque	EFT000000000282	6/27/2025	\$590.05
ATB - GEN HHID Consulting Ltd.	Cheque	EFT000000000283	6/27/2025	\$787.50
ATB - GEN Hi-Way 9 Express Ltd.	Cheque	EFT000000000284	6/27/2025	\$723.31
ATB - GEN Lacombe County	Cheque	EFT000000000285	6/27/2025	\$7,884.73
ATB - GEN Penny Seiling	Cheque	EFT000000000286	6/27/2025	\$500.00
Total Transactions:		8		

System: 6/30/2025 9:51:31 AM  
User Date: 6/30/2025

Town Of Eckville  
CHEQUEBOOK POSTING JOURNAL  
Payables Management

Page: 1  
User ID: kristina

Audit Trail Code: PMVPY00000249

\* Voided transactions

Chequebook ID	Type	Number	Date	Amount
Paid To/Rcvd From		Description		
* ATB - GEN	Cheque	EFT000000000280	6/27/2025	\$971.50
Cleartech Industries Inc.				
Total Transactions:		1		

88



ANIMAL CONTROL SERVICES o/a 327241 Alberta Ltd  
BILLING SUMMARY

Mtg. Date July 14/25  
Agenda Item 7.3

MONTH OF SERVICE June 2025

MUNICIPALITY

ECKVILLE

DATE	HOURS	TOTAL	COST	COMPLAINT	RTO	ADOPT	COST
1			0.00				
2	11-1	2	230.00	1 barking complaint			
3	12-2	2	230.00				
4	12-2	2	230.00	1 cat trap			
5			0.00				
6			0.00				
7			0.00				
8			0.00				
9			0.00				
10	8-10	2	230.00	1 cat		X	150.00
11			0.00				
12			0.00				
13			0.00				
14			0.00				
15			0.00				
16			0.00				
17	12-2	2	0.00				
18			0.00				
19			0.00				
20			0.00				
21			0.00				
22			0.00				
23	12-2	2	230.00	1 complaint			
24			0.00				
25			0.00				
26			0.00				
27	7-10	3	345.00	1 cat		X	150.00
28			0.00				
29			0.00				
30			0.00				
31			0.00				

PATROL COSTS	15	\$1,495.00
IMPOUND FEES		\$300.00
SUBTOTAL		\$1,795.00
GST		\$89.75
TOTAL		\$1,884.75



Mtg. Date July 14/25  
Agenda Item 9.1

June 24, 2025

Mr. Jack Ramsden  
Town of Eckville  
5023 51 Avenue  
Eckville, AB  
T0M 0X0

Dear Mr. Ramsden:

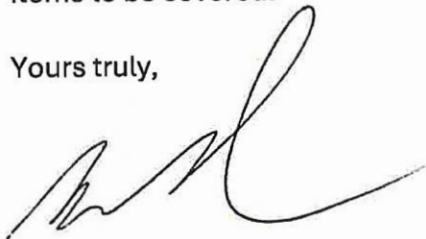
RE: Town of Eckville Membership Request to the Commission

At the Board meeting on held on June 23, 2025, the Sylvan Lake Regional Water/Wastewater Commission Board adopted the following resolution:

***That Administration be directed to begin negotiations with the Town of Eckville as a potential member to the Commission.***

I will be reaching out to you shortly to discuss a process for negotiations as well the various items to be covered.

Yours truly,



Michael Minchin  
CAO, Sylvan Lake Regional Water/Wastewater Commission

Cc: Mike Pashak, Chair, Sylvan Lake Regional Water/Wastewater Commission



SUCCESS GROWS HERE!

Mtg. Date July 14/25  
Agenda Item 10.1

## HIGHLIGHTS OF THE REGULAR COUNCIL MEETING JUNE 26, 2025

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### **FARM FAMILY AWARD - POLICY AG (17)**

Council approved the Farm Family Award Policy, which establishes an annual award to recognize a local ranch or farm family. The award honours achievements in technical farm production, sustainability practices, business management, agricultural industry involvement, and community and rural citizenship.

### **MINIMUM TAX LEVY**

Council approved the implementation of a minimum municipal tax levy rate of \$50 per tax roll number, effective for the 2027 tax year.

### **TOWN OF BLACKFALDS 2025 RECREATION CAPITAL FUNDING REQUESTS**

Council approved a contribution of up to \$28,924 toward the Town of Blackfalds' 2025 capital projects at the Abbey Centre and Eagle Builders Centre. Approved projects include:

- *Abbey Centre*: Replacement of the fieldhouse curtains and upgrade of the fire control panel.
- *Eagle Builders Centre - Arenas*: Replacement of an ice resurfacer.

### **TOWN OF BLACKFALDS 2024 CEMETERY CAPITAL FUNDING REQUEST**

Council approved a contribution of up to \$8,166 to the Town of Blackfalds for the Columbaria Expansion Project at the Blackfalds Cemetery.

### **MIRROR & DISTRICT MUSEUM ASSOCIATION 2025 RECREATION CAPITAL FUNDING REQUEST**

Council approved a contribution of up to \$6,107 to the Mirror & District Museum Association for museum building enhancements, including roof shingles and furnace chimney replacement.

### **DISCUSSION TOPICS FOR MEETING WITH ALBERTA TRANSPORTATION AND ECONOMIC CORRIDORS**

Council reviewed a draft list of discussion topics to be submitted to the Alberta Transportation and Economic Corridors in preparation for their visit on July 10, 2025.

### **LACOMBE AND DISTRICT CHAMBER OF COMMERCE FUNDING REQUEST**

Council approved \$2,500 in funding to the Lacombe and District Chamber of Commerce to support the Chamber of Commerce Executives of Alberta Summit, taking place July 9-11, 2025, in Lacombe.

### **BRENDA SIMON – PRESENTATION REGARDING CONCERNS FOR THE PROPOSED RECONCEPT SOLAR FACILITY**

Council received a presentation from Ms. Brenda Simon outlining concerns related to the proposed reconcept solar facility located in SW 17-40-26 W4M.



SUCCESS GROWS HERE!

#### **RURAL MUNICIPALITIES OF ALBERTA PRESENTATION**

Council received an update presentation from representatives of the Rural Municipalities of Alberta, including Ms. Kara Westerlund (President), Ms. Amber Link (District 2 Director), Mr. Duane Gladden (CEO & Executive Director), and Ms. Tasha Blumenthal (Executive Officer of External Relations & Strategy).

**Next Regular Council Meeting is**  
**July 10, 2025 – 9:00 a.m.**

**Next Committee of the Whole Meeting is**  
**October 7, 2025 – 9:00 a.m.**

**Lacombe County Administration Building**

**\*\*For more details from Lacombe County Council meetings, please refer to the meeting minutes. All meeting minutes are posted on the website ([www.lacombecounty.com](http://www.lacombecounty.com)) after approval.**



# Business Plan

## 2026-2028

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Lacombe Foundation





## EXECUTIVE SUMMARY

The top priorities of the Lacombe Foundation are:

1. Secure Capital Funding for the replacement of the Lacombe Seniors Lodge.
2. Work with Assisted Living Alberta to establish an enhanced lodge services/community hub model at both Lacombe Lodge and Eckville Manor House Lodge.

## ACCOUNTABILITY STATEMENT

This Business Plan was prepared under the direction of the Board of Directors of the Lacombe Foundation in accordance with legislation and associated ministerial guidelines, and in consideration of all policy decisions and material, economic or fiscal implications of which the Board is aware. This business plan was approved by the Board of Directors on June 23, 2025.

## LACOMBE FOUNDATION PROFILE

The Lacombe Foundation operates pursuant to the Alberta Housing Act under the purpose to enable the efficient provision of a basic level of housing accommodations for persons, who because of financial, social or other circumstances require assistance to obtain or maintain housing accommodation.

- Member Municipalities are Lacombe County, City of Lacombe, Town of Blackfalds, Town of Eckville, Town of Bentley, Village of Clive, and the Village of Alix.
- Housing Accommodations under operation are:
  - i. 97-unit Seniors Lodge in the City of Lacombe, which is owned by the Lacombe Foundation. This lodge is physically connected to 40 units of provincially owned seniors self-contained apartments operated by The Bethany Group.
  - ii. 50-unit combined (35 Lodge and 15 DSL 3) Seniors Lodge and Continuing Care Type B Facility in the Town of Eckville, which is owned by the Province of Alberta through the Alberta Social Housing Corporation. The Eckville Lodge is linked to the Community Health Centre, and there are eight units of provincially owned seniors self-contained apartments on the site that are operated by The Bethany Group.
  - iii. Affordable housing owned and operated by the Lacombe Foundation consisting of 28 units in the City of Lacombe and 20 units in the Town of Blackfalds.
- Resident Profile and Waiting Lists - Current Average Age of 83 at the Lacombe Lodge and 84 at Eckville Lodge. Average stay is 3 years at the lodges and 1 year in the DSL. The Lacombe Lodge is operating at 88% occupancy. Vacancies are related to the condition of the lodge, lack of exterior windows and size of units in the old portion of the lodge. The Eckville Lodge is at 66 % total occupancy – 54% lodge side, 93 % in DSL. The Affordable Housing portfolio currently operates at 100% capacity.
- Staffing Profile and Organizational Structure - Staffing for the Lodge and Affordable Housing operations are 12 full time, 42 part time and 9 casual staff. The Bethany Group acts as the Chief Executive Officer per the Ministerial Order, working with local resources to provide support to the Board of Directors and in

any of the following areas: Business Planning, Management & Administration, IT Systems, Financial Services, Property Assessment & Management, Workplace Health & Safety, Human Resources and Education.

- Financial Profile and Budgets – For the lodge portfolio, the budgeted revenue for 2025 is \$3.74 million consisting of \$2.58 million in rents, accommodation and other recoveries, Lodge Operations assistance from the Provincial Government of \$445,000, health contract funding of \$572,000 and Municipal contributions to the Lodge operations from member municipalities through requisition totaling \$875,000. The local annual payroll is \$3.1 million. For the affordable housing portfolio, revenues of \$555,000 support building operations, mortgage payments and reserves.

## **INSTITUTIONAL CONTEXT**

The Lacombe Foundation enjoys a positive relationship with The Bethany Group and the other Housing Management Bodies that use The Bethany Group as CEO. Lacombe Foundation is participating in local FCSS sponsored interagency meetings in both Lacombe and Blackfalds in order to build relationships and identify opportunities with community-based organizations in the catchment area. Lacombe Foundation is a member of the Alberta Seniors and Community Housing Association.

## **PLAN DEVELOPMENT**

Activities undertaken by the Board in the development of this plan:

- > Board Business Planning session May 12, 2025

Member communities provide the following documents, plans and supports for local affordable housing initiatives:

- > City of Lacombe Affordable Social Needs Assessment and Priorities Phase One 2024
- > City of Lacombe Affordable Housing Strategy Steering committee

## **ENVIRONMENTAL SCAN AND STRATEGIC CONTEXT**

The primary impacts on our strategic environment are:

- Establishment of Assisted Living Alberta (ALA), under the Ministry of Assisted Living and Social Services
- Implementation of the Continuing Care Act 2024
- 2021 Stronger Foundations Affordable Housing Strategy
- 2024/2025 Lodge Program Review
- Continuing Care – Capital now under the Ministry of Assisted Living and Social Services
- Health Care System Refocusing initiative has led to delays in decision making
- Participation in the Continuing Care Alliance
- Participation in ASCHA Seniors Housing and Continuing Care Task Force and the Affordable Housing Task Force
- Participation in industry, provincial and community-based consultations and committees
- Impact of tariffs, and other factors that impact provincial and federal economic outlooks

- Federal and Provincial governments both highlighting the need for affordable housing, but needing clarity and improved coordination of available programs and supports
- Limited grant opportunities for affordable housing (% of support for capital construction) that impact the ability to create a sustainable operating model while providing achievable affordable rental rates
- Inflationary Pressures on organizations and individuals
- Household Income and Housing Affordability
- Availability of Affordable Housing and of deep subsidy housing units
- Availability of Rental Assistance Benefits
- Pressure on market housing availability.
- Capital Maintenance and Renewal and needing to protect, maintain and upgrade existing assets
- Local Demographic information with the next federal Census occurring in 2026
- Aging population and shifts to home and community care
- Government is looking to operators and associations for solutions
- Workforce issues including recruitment and retention. Potential increases to WCB costs related to psychological health and safety and long covid
- Municipal Elections in October 2025 and changes to board members

## STRATEGIC RISKS AND OPPORTUNITIES

The primary impacts on the strategic environment for the Lacombe Foundation are:

- > Waiting for the release of the Lodge Program review and its recommendations. Plans for implementation and preparation for any province-wide changes will have to be considered by the board once the review is released.
- > After discussion with the Ministry of Assisted Living and Social Services in December 2024, the redevelopment proposal will focus on the replacement of Lacombe Lodge and consideration of spaces that can support health-based services.
- > Strong support from the City of Lacombe and County of Lacombe for the redevelopment of the Lacombe Lodge.
- > The age, condition and functionality of the Lacombe Lodge does not meet the needs of current and future clients, including increasing capacity needs. Rooms do not meet standards for room sizes and accessibility.
- > Age and condition of Lacombe Lodge including rooms with no exterior facing window affecting rentability.
- > Age and condition of Lacombe Lodge impacting utility usage and efficiency.
- > Lacombe Lodge Capital Maintenance needs exceed \$ 5 million dollars.
- > Impacts on Lodge operations due to increases in Home Care assistance for seniors to remain in their homes. Individuals are delaying entry into the lodge environment resulting in residents of more advanced age and higher degrees of frailty.
- > Growing demand for services that support Age in Place philosophies demonstrated by the high number of Lodge residents receiving home care.
- > Growing demand to meet the needs of couples, including those with different care and support needs.
- > Aging population and above average population growth in the Lacombe Foundation catchment area, putting pressure on existing facilities.

## STRATEGIC PRIORITIES

Lacombe Foundation has identified the following strategic priority areas:

1. CMR and New Capital
2. The Resident Experience
3. Community Connections
4. Sustainable Operations

This business plan has been developed in keeping within the Purpose of the Alberta Housing Act and the obligations of the Board of Directors of the Lacombe Foundation pursuant to the Management Body Operations and Administration Regulation.

## OUTCOMES, KEY STRATEGIES AND PERFORMANCE MEASURES

### Outcome One: CAPITAL MAINTENANCE & RENEWAL AND NEW CAPITAL

Housing Accommodations operated by the Lacombe Foundation will meet or exceed minimum housing standards and options to meet demands for new housing supply will be explored.

### Key Strategies:

- 1.1 Increase the supply of Affordable Housing
- 1.2 Improve and maintain the condition of existing affordable housing

### Performance Measures and Indicators

- Lacombe Foundation receives overall support for the redevelopment plan of the Lacombe Seniors Lodge.
- Lacombe Foundation receives capital funding for the redevelopment of Lacombe Lodge from the Province of Alberta.
- The Provincial Government provides financial assistance to support the items requested under the 3-Year Capital Maintenance and Renewal List, submitted to the Ministry of Assisted Living and Social Services.

	2026/2027	2027/2028	2028/2029	Total
Eckville Manor	\$ 0	\$ 470,000	\$ 90,000	\$ 560,000
Lacombe Lodge	\$3,950,000	\$ 885,000	\$ 340,000	\$ 5,175,000
Total request	\$3,950,000	\$ 1,355,000	\$ 430,000	\$ 5,735,000

It is recognized that the best value for dollar would be to proceed with the Lacombe Lodge redevelopment with several systems stretched beyond the standard life-cycle.

- Completion of an Amenities, Furniture, Fixture and Equipment assessment for Eckville Manor. We will proactively ensure that buildings are modernized and maintained to align with the evolving needs and standards. Lacombe Lodge should be addressed by redevelopment.
- All capital projects are completed in accordance with: approved standards, scope and specifications; on time; and on budget.



## Outcome Two: THE RESIDENT EXPERIENCE

Residents of Housing Accommodations offered by Lacombe Foundation have access to programs and services that enhance and enrich their quality of life and promote maximum independence within the supported living environment. Residents of Housing Accommodations offered by Lacombe Foundation will have access to community services and supports for a robust living experience.

### Key Strategies:

- 2.1 Identify needs based on the resident input
- 2.2 Staff training and support
- 2.3 Monitor industry trends

### Performance Measures and Indicators

- Lacombe Foundation will engage with and survey residents to identify improvement opportunities and to identify successes.
- Lacombe Foundation will engage in new Quality Improvement Initiatives, as identified through consultative processes.
- Lacombe Foundation will build on the work of the previous QI assessments (e.g., meal time experience and Move-ins).
- Staffing recruitment and retention plans will support a well-trained and stable workforce that is invested in the well-being of the residents.
- Lacombe Foundation will complete a review of the health, wellness and social activities offered at the lodges to ensure a multi-faceted, rich resident experience that meets the residents' identified needs.

## Outcome Three: COMMUNITY CONNECTIONS

The operations of the housing accommodations and support programs offered by Lacombe Foundation allows residents to easily access services that enable them to be affordably and safely housed, as well as successfully transition out of the system when necessary or able. Lacombe Foundation will be a trusted partner of Assisted Living Alberta, member municipalities and other community organizations.

### Key Strategies:

- 3.1 Enable transitions through the continuum of housing and supports
- 3.2 Support the desire of Albertans to age in their community

### Performance Measures and Indicators

- Working with Assisted Living Alberta, Lacombe Foundation will explore the options to provide enhanced lodge services/community hub delivery at Eckville Manor House Lodge.
- Lacombe Foundation to explore options with Assisted Living Alberta to embed Home Care services in both Lodges under direct contract.

- Lacombe Foundation to explore options with the Ministry of Assisted Living and Social Services to integrate Home Care and/or Designated Supportive Living spaces into the planning for the Lacombe Lodge redevelopment strategy.
- Lacombe Foundation will pursue an Adult Day Support program to be offered at the Lacombe Lodge.
- Lacombe Foundation will maintain active relationships with local Community Support Services in the service area.
- Lacombe Foundation will collaborate with and support any municipalities or organizations that are leading a housing or community needs assessment process to develop a business case for new local affordable housing or supportive living projects.

#### Outcome Four: SUSTAINABLE OPERATIONS

The operations of the housing accommodations and support service programs that are mindful of resident needs, respectful of costs, flexible and responsive.

The Governance model of Lacombe Foundation is sustainable based on competency and collaboration. The financial operations of Lacombe Foundation are sustainable based on predictable funding, stewardship and innovative funding models.

#### Key Strategies:

- 4.1 Understand the regulatory framework to support equitable treatment and housing stability
- 4.2 Improve System access and navigation
- 4.3 Promote enhanced understanding of and coordinated response to rural and urban needs
- 4.4 Support operational and environmental sustainability of affordable housing projects
- 4.5 Partner with other governments to support a sustainable system and meet the housing and support needs of Albertans
- 4.6 Improve the knowledge of the housing and support needs of Albertans

#### Performance Measures and Indicators

- Lacombe Foundation will evaluate costs related to inflationary pressures and will maximize revenues and stabilize expenses where possible.
- Lacombe Foundation will review the findings of the Lodge Program review once it is released and create strategies for implementation of its recommendations.
- Lacombe Foundation will advocate for changes to the Lodge Assistance Grant program to be more consistent and predictable and to better reflect the needs of rural lodges.
- Lacombe Foundation will advocate for local projects based on identified community need, innovation in the delivery model, reflection of the unique needs of rural communities and collaboration with other organizations and levels of government.

- An orientation plan and educational supports for board members to increase understanding of both the lodge program and the social and affordable housing programs will be available.
- Lacombe Foundation board members will have tools and supports to advocate for the lodge program and the residents within the large ministry that holds both housing and assisted living.

## **APPENDICES**

- **Appendix A – Board Skills Matrix**
- **Appendix B – Non-Schedule A**
- **Appendix C – Financial Budget and Forecasts Y1**
- **Appendix D – Capital Maintenance and Renewal**
- **Appendix E – Federal Funding and Capital Priorities**
- **Appendix F – Asset Management (no submission)**
- **Appendix G – Capital Assets**

**Seniors, Community and Social Services  
Appendix E: Federal Funding and Capital Priorities**

This is NOT an application for funding.

Funding requests are to be submitted to the Ministry via the Affordable Housing Partnership Program and Indigenous Housing Capital Program application forms.

**Disclaimer**

Seniors, Community and Social Services is a public body subject to the Freedom of Information and Protection of Privacy (FOIP) Act. Records in the Ministry's custody and control may be subject to a request for access to information under the Act.

**Housing Provider Information**

Organization Name (only one can be listed):	Lacombe Foundation
Ministerial Order No. (if applicable):	MO 011-13
Contact Email:	carla.beck@bethanyssp.ca

**Section 1: Federal Funding**

**Disclaimer**

If you have applied for the Affordable Housing Partnership Program, you do not need to resubmit this federal funding information.

Are you applying for federal funding?:	Yes
If so, what type of funding do you plan to apply for (name of stream or program if known):	CMHC Affordable Housing Fund
Amount:	\$38.65 million

**Section 2: Capital Priorities**

Priority	Project Name	Project Location	Housing Type (If Other, please clarify in Comments)	Provincial Funding Request	Federal Funding Request	Other Funding Sources	Total Project Cost	Comments (Clarify federal funding program)
1	Lacombe Lodge Replacement	Lacombe, Alberta	Lodge	\$ 34,550,000	\$ 38,650,000	\$ 1,350,000	\$ 74,550,000	Lodge replacement for modernization purposes, including continuing care spaces with funding through available grant opportunities federally and provincially as well as HMB and community contributions (please see attached project summary).
2							\$ -	
3							\$ -	
4							\$ -	
5							\$ -	
<b>Total:</b>				\$ 34,550,000	\$ 38,650,000	\$ 1,350,000	\$ 74,550,000	



# Lacombe Lodge Redevelopment Project

## Project Overview

The Lacombe Foundation, in partnership with their CAO, The Bethany Group, are organizing the replacement of the current Lacombe Lodge facility. The redevelopment will deliver a 112 unit facility consisting of 98 lodge units (8 two-bedroom, 90 one-bedroom), and 14 Type B (DSL4) care units. The project's feasibility has been modeled as of June 2025 and assumes a Q4 2025 design start, and a fall 2026 construction start. Land discussions are underway with the City of Lacombe and are yet to be finalized.

## Preliminary Costs and Schedule

Item Description	98 Lodge Units with 14 DSL4 (Type B) Units
<b>Costing</b>	
Construction <sup>1</sup>	\$55.26M
Soft Costs <sup>2</sup>	\$19.42 M
Project Development Costs	\$1.51M
Land	\$1.35M
<b>Total Costs</b>	<b>\$77.54M</b>
<b>Project Details</b>	
Building Area (m <sup>2</sup> )	9,978 m <sup>2</sup>
Design Schedule	11 months
Construction Schedule	26 months

1. To meet CMHC's energy efficiency requirements and a 20% barrier free design, a 9% construction cost increase has been included.

2. Soft costs include all project contingencies.

## Proposed Project Funding & Financing

The project is proposing funding and financing using the following avenues:

1. Community housing sub-stream of the CMHC Affordable Housing Fund
  - a. Forgivable loan - \$28.18M
  - b. Repayable loan - \$10.47M
2. Provincial Grant Funding
  - a. Lodge and Adult Day Program – \$27.50M
  - b. Type B Continuing Care – \$7.05M
3. Lacombe Foundation Equity - \$3M
4. Municipal Land gift/swap - \$1.35M

## Project Priorities

The CMHC Community Housing Fund has many stipulations to score and qualify, and places significant emphasis on support for the project being shown through funding/donations from provincial and municipal levels of government. The following are the project priorities that need to be achieved prior to putting forward an application:

- Equity contribution from Lacombe Foundation
- Land gifted/swapped by a municipality / commitment letter for land gift/swap
- Provincial grant to demonstrate support for the project (lodge and care)
- Design progressed to 75% completion to generate an accurate Class B estimate
- Project needs to break ground within 6-12 months following CMHC approval



# ANNUAL REPORT 2024



THE  
**BETHANY**  
GROUP

PREPARED BY THE BETHANY GROUP



**LACOMBE**  
FOUNDATION



# A MESSAGE FROM THE BOARD CHAIR

On behalf of the Lacombe Foundation, I am pleased to present the 2024 Annual Report to our community.

This past year has been one of focused effort and continued stability for the Lacombe Foundation. Facility occupancy and operational staffing have remained consistent, and we continue to benefit from the dedication of our staff, our administrative partner The Bethany Group, and the elected officials who serve on our Board.

In 2024, the Board turned its attention to long-term planning and advocacy. We engaged with external consultants to refine our strategic direction and strengthen our efforts to advocate effectively with the provincial government, particularly regarding the much-needed redevelopment of the aging Lacombe Lodge. This work reflects our commitment to ensuring that our facilities meet the needs and expectations of current and future residents.

Thanks to prudent financial management and strong municipal support, the Lacombe Foundation continues to be in a solid financial position. Our reserves are carefully managed and available to support ongoing facility maintenance and capital planning.

Ongoing resident and family engagement, supported by various internal committees, has informed improvements to quality of life and care within our facilities.

I extend my sincere appreciation to the staff, residents, families, administrative teams, and community partners who make the work of the Lacombe Foundation possible. This report reflects not only the accomplishments of 2024 but also our clear focus on the opportunities and responsibilities that lie ahead.

Warm regards,

**JAMIE HOOVER**

BOARD CHAIR  
LACOMBE FOUNDATION



## 2024 BOARD OF DIRECTORS

JAMIE HOOVER – CHAIR  
BARB SHEPHERD – VICE CHAIR  
LENORE EASTMAN  
KARIN ENGEN  
ROB FEHR  
TRACEY HALLMAN  
REUBEN KONNIK



# A MESSAGE FROM THE CAO

It was wonderful to see our lodge marketing strategies paying off with so many more residents making their homes at Lacombe and Eckville Lodges throughout 2024. An organization-wide group of lodge managers and administrative staff have been working together and sharing creative strategies for helping the public to understand the services provided in a lodge setting and the benefits of lodge living. It has been great to see such collaboration and innovative thinking to demonstrate how our seniors' lodges support the community.

Board members and administration were pleased to participate in the provincial lodge program review engagement session to identify areas within the provincial lodge program that require a different approach in order to meet the changing needs of clients accessing this service. The provincial Lodge Program Review Committee prepared a report with a number of recommendations for the Minister. We look forward to the release of this report to assist us in planning for future direction.

The new Continuing Care Act came into effect April 1, 2024 and for our lodges, this meant a change in the areas of compliance monitoring and accommodation licensing renewals. It has taken a number of months to sort out these changes with the ministry staff but we are seeing resolution and receiving our renewed licenses as well as responding positively to changes to compliance monitoring with successful audits.

We have also been able to participate at a number of provincial tables discussing lodge, housing and continuing care system changes and advocating for areas that require further consideration.

In terms of workplace culture and employee support, a number of opportunities presented themselves over the past year...we were able to include lodge employees with our continuing care teams in a Wellness Conference that was funded through an Alberta Health grant; we initiated a workplace culture program that we call mYsoul@work that teaches staff about the importance of emotional intelligence, how to bring spirit to the workplace, why they matter and how they make a difference as well as how to bring your best self to work.

I would like to take this opportunity to thank our staff for their ongoing work and dedication to make the lodges a warm and inviting home for the residents that we serve.

I would also send my thanks to the many residents and families who put their trust in us all to provide quality housing that includes lodge services such as housekeeping, enticing meals and enjoyable activities. The Lodge program allows residents to participate in the life of the lodge as much as they choose while enabling them to continue to participate in the external community as they like. We are also pleased to provide Designated Supportive Living with health care aide services in addition to the lodge services at Eckville Manor and our manager at this site is a Licensed Practical Nurse who can provide the clinical support and direction to these employees.

The Bethany Group is proud to provide the administrative function for Lacombe Foundation and we thank the Lacombe Foundation Board for their ongoing support of Administration for Lacombe Lodge, Eckville Manor House, Terrace Heights Landing Affordable Housing in Lacombe and Blackfalds Affordable Housing.

Respectfully,

**CARLA BECK**

CEO, THE BETHANY GROUP  
CAO, LACOMBE FOUNDATION



# BUSINESS PLAN 2023-2025

## YEAR THREE ACCOMPLISHMENTS

### OUTCOME # 1 INVESTING NOW AND IN THE FUTURE

The priority request for Lacombe Foundation is for capital funding to redevelop the Lacombe Seniors Lodge. A building condition assessment was completed and meetings were held between Lacombe Foundation and Ministry staff. The Ministry made some recommendations and Lacombe Foundation will be updating the Business Plan submission accordingly. Lacombe Foundation has engaged a consultant to assist with the process.

We would encourage people who reside in the communities of Lacombe County service area to send personal letters of support to the Minister of Assisted Living and Social Services, Jason Nixon and area MLA Jennifer Johnson. The redevelopment plan would ensure area seniors have access to a modern facility that includes in-suite washroom facilities that accommodate walkers, larger program and activity spaces and suites that can better meet the needs of couples.

The June 2024 request to the Government of Alberta for Capital Maintenance funding was 6.2 million dollars, with the largest portion of that for projects at the Lacombe Lodge should redevelopment not be approved. Funding that was awarded in April 2025 includes: \$550,000 for Eckville Manor to replace the nurse call system, make-up air unit and interior hand railings and \$48,000 for Lacombe Lodge to replace exhaust fans.

Lacombe Foundation also provides affordable housing for families in Lacombe and Blackfalds. These buildings have seen high occupancy rates over the past 12 months. Funds have been directed to capital maintenance reserves for future repairs.

### OUTCOME # 2 INTEGRATED HOUSING AND SUPPORTS

Lacombe Foundation is committed to providing an affordable housing option for seniors and families so they can live in their community of choice. Receiving regular resident feedback and seeking out areas of improvement is an important part of meeting the needs of our residents and communities.

#### QUALITY IMPROVEMENT

The 2024/2025 initiative is Admission and Move-Ins: A Welcoming Experience. Residents and families were consulted on their move-in experience and with this feedback, improvement to processes have been suggested. Sites are currently testing standardized checklists and making additional recommendations.

A Food Services committee has been established and is building on the work of the previous quality improvement initiative to ensure consistent food quality and cost-effective ordering. Seasonal menus are shared with residents in advance to allow an opportunity for their feedback.



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## **OUTCOME # 3 TRANSITIONS AND AGING IN THE COMMUNITY**

Lacombe Foundation is monitoring legislative changes and best practices in the continuing care and affordable housing sectors of Alberta. Assisted Living Alberta was established by the Province on April 1, 2025 and the Foundation is looking for opportunities for improved coordination of the delivery of services to our residents.

Applications have been made regarding in-house Home Care services and Adult Day support programming at Lacombe Lodge. No decision on these applications from AHS has been communicated at this time.

For Eckville, we are looking for opportunities to develop a community service hub and await additional direction from AHS. In addition to the 35 lodge rooms, 15 rooms in Eckville are Type B Continuing Care (previously Designated Supportive Living 3), with access to Health Care Aides 24/7.

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## **OUTCOME #4 FAIR AND FLEXIBLE**

Lacombe Lodge and Eckville Manor look to find a balanced approach to offering fair and affordable rents and service packages, identifying operational efficiencies and best practices while being mindful of the use of local tax requisition dollars. Increasing costs and Inflationary pressures are top of mind issues for our lodges.

Affordable Housing needs to be self-sustaining, collecting enough revenue to cover monthly costs, mortgage payments and maintenance reserves to keep the buildings in good condition.

Board members from Lacombe Foundation and The Bethany Group Administration participated in the Seniors Lodge Program Review consultations in March 2024 and have advocated for needs of rural lodges and fair funding support from the Provincial Government. We are awaiting the release of the final report, and hope to see recommendations that can be implemented that will improve the lives of the residents and improve the sustainability of the lodge program.

## **OUTCOME #5 A SUSTAINABLE SYSTEM**

Lacombe Foundation has completed a board skills assessment to ensure targeted skills and knowledge at the board level to support good local governance.

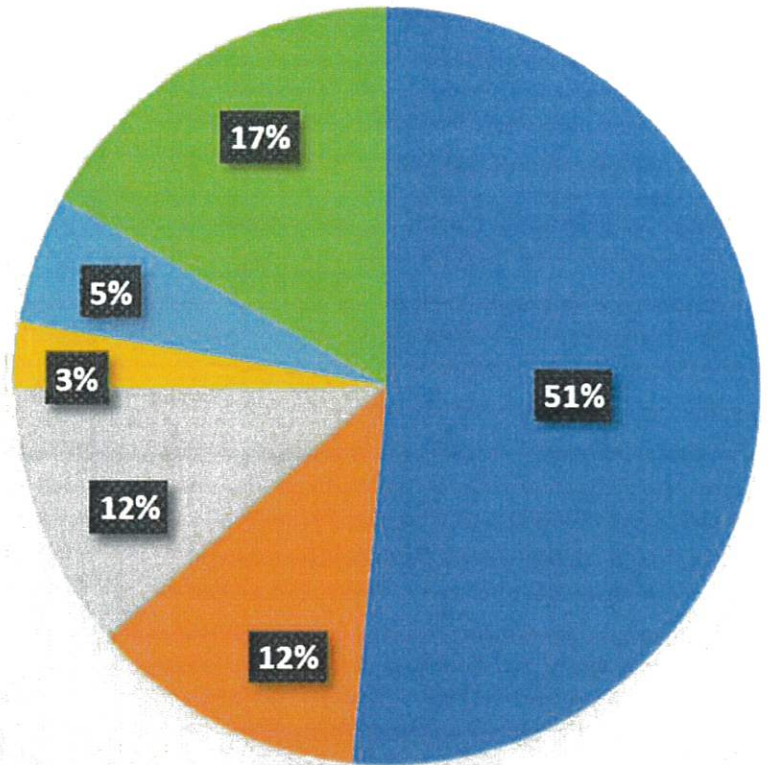
The lodge marketing working group continues to review and update best practices and develop new promotional tools.

Lacombe Foundation continues to advocate for increased sustainable financial support from the provincial government, to address rising costs and to protect low to moderate income seniors without sacrificing service quality. The unique needs of a smaller rural lodge, particularly in Eckville, need to be addressed by the province in their funding model so local seniors can continue to live in their community of choice with the appropriate support of the facility and the community at large.

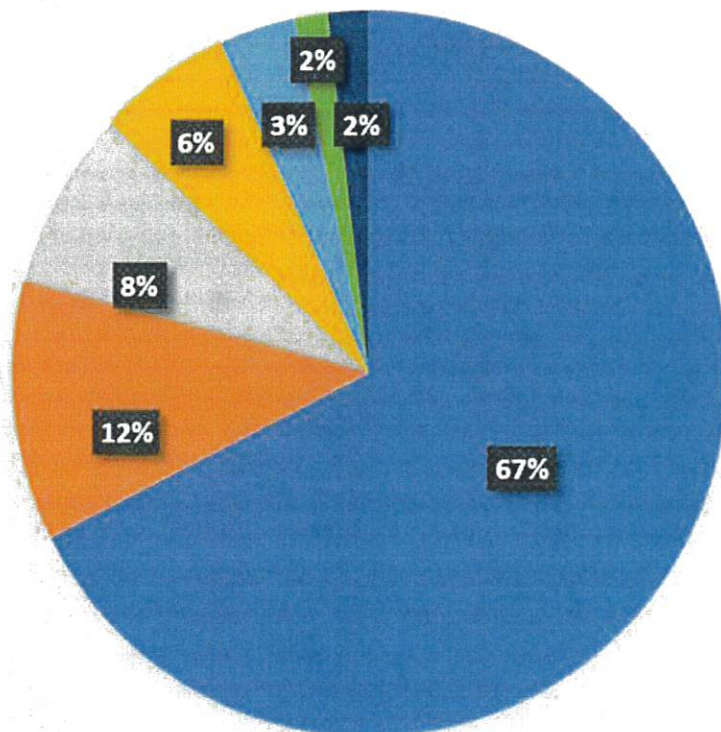


# LACOMBE FOUNDATION 2024 REVENUE

- Rent and Service Package
- AHS funding for DSL Eckville
- Lodge Assistance Grant
- Recoveries
- Interest and other
- Requisition



# LACOMBE FOUNDATION 2024 EXPENSES



- Wages and Benefits
- Food and Kitchen supply
- Utilities
- Administrative fees
- Maintenance
- Supplies, Laundry, Equipment
- Insurance and other

To view the full 2024 Financial statements, please visit our website at [www.lacombefoundation.ca](http://www.lacombefoundation.ca)







# CONTACT US



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[info@bethanygrp.ca](mailto:info@bethanygrp.ca)



[www.lacombefoundation.ca](http://www.lacombefoundation.ca)



@ Lacombe Lodge

@ Eckville Manor House

THE  
**BETHANY**  
GROUP



**LACOMBE**  
FOUNDATION

Content

April 23, 2025

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Mtg. Date July 14/25

Agenda Item 10.3

APPROVED MINUTES OF THE LACOMBE REGIONAL WASTE SERVICES COMMISSION BOARD APRIL 23, 2025

The meeting of the Lacombe Regional Waste Services Commission was called to order by Chairman Grant Creasey at 1:15 p.m. in the Boardroom of the Lacombe Regional Waste Services Commission Administration office on Wednesday April 23, 2025.

Present

**Commission Members:**

**Present:**

Village of Alix	Barb Gilliat
Town of Bentley	Dale Grimsdale
Lacombe County	Dana Kreil
	Dwayne West
City of Lacombe	Grant Creasey
	Don Gullekson
Town of Eckville	Dwayne Meyers
Village of Clive	Sarah Fahey

**Others:**

Jay Hohn	LRWSC Commission Manager
Alissa Lundie	Recording Secretary
Rebecca Marcotte	BDO Canada LLP

Welcome

Chairman Creasey welcomed the Commission Board to the second LRWSC board meeting of 2025.

**RWS/12/25  
Agenda**

Mr. Creasey asked the Board if there were any additions to the agenda.

***Moved by Ms. Gilliat to approve the agenda as presented.***

***Carried Unanimously.***

**RWS/13/25  
Minutes**

***Moved by Ms. Fahey that the minutes of February 19, 2025 Regular Meeting be approved as presented.***  
***Carried Unanimously.***

**RWS/14/25  
BDO Presentation**

Ms. Marcotte of BDO Canada LLP presented a draft audit of the Financial Statements of LRWSC for the year ending December 31, 2024. He reviewed the following items with the Commission:

1. Independent Auditor's Report (explained the process)
2. Statement of Financial Position
3. Statement of Operations (income statement)
4. Solid Waste Closure and Post- Closure Liabilities
5. Notes to Financial Statements
6. Accumulated Surplus
7. Debt Limits – we have borrowed nothing.
8. Statement

***Moved by Mr. Grimsdale that the 2024 Financial Statement from BDO Canada LLP be adopted as presented with amendments.***

***Carried Unanimously.***

2:10 p.m.

***Ms. Marcotte left the meeting***

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**RWS/15/25  
Waste Haul  
Summaries**

Administration reviewed the Waste Haul summaries for the month of February & March 2025. Clarification was given in the following areas:

- Mr. Hohn reviewed the current dry rubble totals and how they compare to prior years, he explained that the compactor totals for Eckville are now lower due to diverting some loads to Prentiss.
- How compactor totals compare to prior years.

**Moved by Mr. West that the Waste Haul Summary for the month of February & March 2025 be received as information by the Commission.**

**Carried Unanimously.**

**RWS/16/25  
Accounts Paid  
YTD Budget  
Comparative List  
Acct. Payable  
Cheque Listing**

Administration reported on the following with the Commission:

- Year to Date Budget Report March 31, 2025.
- Accounts Payable Cheque Listing from February 1 – March 31, 2025.

**Moved by Mr. Meyers that the YTD Budget Comparative to March 31, 2025 be received as information by the Commission.**

**Carried Unanimously.**

**Moved by Mr. Gullekson that the Accounts Payable Cheque Listing from February 1- March 31, 2025 be received as information by the Commission.**

**Carried Unanimously.**

**RWS/16/25  
Annual Report**

Mr. Hohn reviewed the annual report with the Commission Board stating that the report covers the period from January to December 2024 for the Prentiss Landfill, EPEA Registration No. 18530-01-01. The purpose of this report is to meet requirements under the Code of Practice for Landfills section 10(2) by providing the following information:

- the types and volume of wastes disposed of at the landfill in the preceding year, and the locations of disposal of wastes requiring special handling
- groundwater monitoring results
- adjustments to financial security for closure and post closure

**Waste Quantities**

8633.62 MT of inert dry waste was landfilled at the Prentiss site in 2024. Due to a lack of shingle recycling opportunities, we added the accumulated shingles (159.105 MT for 2024 and the 267.415 for 2023) and concrete (122.945 MT) to the landfill totaling 9183.085 MT for the year 2024. The shingles are stored in Cell 4 for future recycling opportunities, but the totals are included in the landfill total, so we are not required to do anything with them.

Diverted and recycled material amounted to 1613.915 MT. This diverted material included burnable wood, mattresses, and metal. White goods units were 1100.

Tires, e-waste, white goods, used oil and containers, pesticide containers, propane tanks and household hazardous goods are collected by qualified Alberta Recyclers.

During the year, 9398.74 MT of municipal solid waste was hauled to the West Dried Meat Lake landfill located in Camrose County.

**Groundwater Monitoring**

Envirowest Engineering INC. was again hired to do the required groundwater monitoring at the Prentiss Landfill Site. The wells were



sampled October 10th of 2024, and the report was received December 17, 2024.

There was very little change to the results of previous years with nothing out of the ordinary as far as the impact of landfilling operations. Prior to 2021, we seen a continuing rise in Chloride concentrations in Monitoring Well 05 which is next to the Agricultural Chemical Container Shed, but levels are still within acceptable limits as set out in the Code of Practice for Landfills. Chloride levels in Monitoring Well 05 have decreased in 2022 from 158mg/L in 2022 to 135mg/L in 2023, and 134.4mg/L in 2024. We will continue to closely monitor future Chloride concentrations in MW-05.

#### **Site Development Plan/Landfill Operations**

Cell #5 is open and is receiving waste.

Cell #4 is still open and is used for shingle storage.

#### **Financial Security for closure and Post Closure**

\$21,180.00 plus \$27,428.83 interest was contributed to the Closure/Post Closure Reserve Fund in 2024 which now stands at \$1,420,050.50 at the beginning of 2025.

*Moved by Mr. Gullekson that the Commission Board approve the 2024 Annual Report as presented.*

*Carried Unanimously.*

#### **RWS/17/25 Managers Report**

Mr. Hohn reported on the following Manager's Report to March 31, 2024. The highlights are as follows:

- The new Kenworth T880 Tri drive has been delivered and is in use. The total for the Kenworth T880 with the deck built by Fort Fabrication is \$366,315.94. We had estimated that the total cost would be \$363,671.17, but we had approximately \$2500.00 in extra costs on Fort Fabrications deck build due to substituting incompatible parts during the manufacturing process.
- Once the new Kenworth has been in use for a couple of weeks, we will put Unit 901 up for auction. Estimated sale price will be \$110,000.00 or higher.
- The Compactor system at Prentiss has been repaired, the total cost of repairs was \$20,012.27 for parts and labor excluding labor costs from Lacombe County.
- We have three bins delivered to date and will have five more delivered as they are built.
- The new above ground waste oil tank is operational and we are waiting for the \$3197.34 grant money from ARMA.
- All seasonal RV leased lots have paid for the upcoming season. The total amount for waste disposal paid to LRWSC for 2025 is \$34,572.00. We had budgeted \$19,832.00 for 2025 as we did not have an agreement with Sandy Point at the time of 2025 budget presentation.
- The fire that occurred on February 9th in Cell 5 has been controlled and the area affected is reclaimed. The total cost to reclaim and cover the portion of Cell 5 was \$125,218.97 with \$54,162.60 funded from the Closure/Post Closure Reserve, and \$71,056.37 funded from New Cell Construction Reserve. The amount that was spent on hiring 3rd party equipment to help fight the fire was covered by insurance. The amount that we submitted to insurance was \$27,527.08 and we paid a \$5000.00 deductible. The remainder of Cell 6 that was not used as borrow material for the reclamation work for Cell 5 will be excavated in the fall.
- With the new EPR program commencing April 1, Circular Materials has awarded Empringham Waste Disposal the recycling bin contracts at all three of our remote sites that have recycling services. We will be placing new signage at the three sites to help

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improve recycling efficiencies, paid for by Circular Materials from the education and promotion portion of our agreement.

The three sites are:

Eckville  
Bentley  
Alix/Mirror

So far there has been no major disruptions in the service seen prior to the new program commencing.

- We have been in continuous contact with APL over the last month regarding our disposition that expired in July 2021. On April 16th, I received our approved, amended renewed disposition. The lease term is from April 16, 2025, to April 15, 2050. We have also been informed that APL will be invoicing us for 2021-2025 once they have it entered in the system (approximately \$8200.00). We have not received an invoice for the lease from APL since our lease expired in 2021.

This means that Ultimate Services' lease for the potential Compost Facility has also been approved but may take two months to have the paperwork completed.

We will be installing future groundwater testing wells this year in the South quarter at the same time Ultimate Services has theirs installed to save on costs. There will be a total of five new wells drilled (two for LRWSC and three for Ultimate Services) with LRWSC responsible for payment of up to two of the wells. Both entities will share a common background well to get water quality data used to compare against downstream wells. We are waiting for quotes for this work.

- The Commission is going to hire staff for three positions starting June 2. We will hire a 0.5FTE position for our Spruceville site as the current staff member is retiring June 30th. The second position will be another 0.5FTE position for our Alix/Mirror site, as the current staff member was temporarily assigned there and will be returning to work their regular shift at Prentiss. The third position is a 0.6FTE position to replace another staff member that will resign at the end of May to move closer to family in B.C.
- Mr. Hohn met with the Public Works Manager for the summer villages of Birchcliff, Sunbreaker Cove, and Half Moon Bay to discuss requisition rate concerns and where we get our data from. The manager also has concerns about the summer village not having representation on the Board of LRWSC. I am awaiting a formalized e-mail from the manager so I may put forth all their concerns to the Board for discussion.
- Mr. Hohn asked the Commission Board if it would be possible to drop one of the summer meetings to go back to the schedule of having 5 meetings a year. Mr. Hohn asked for feedback in respect to dropping the August meeting as it can interfere with vacations.

***Moved by Mr. Gullekson that the August 2024 meeting be eliminated from the schedule and that the Commission Board go back to the 5 meetings per year.***

***Carried Unanimously.***

***Moved by Ms. Gilliat that the Managers Report be received as information by the Commission.***

***Carried Unanimously.***

Next Meeting

The next regular meeting of the Commission will be held June 18, 2025 at 1:15 p.m. in the LRWSC Administration Boardroom at Prentiss.

***RWS/18/25  
Adjourn***


***Moved by Mr. Gullekson that the meeting adjourns.***

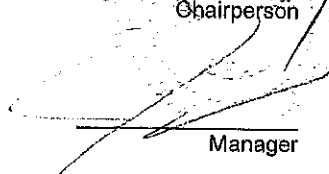
***Time: 3:30 p.m.***

***Carried Unanimously.***

*Al*

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Chairperson

  
Manager



Mtg. Date July 14/25

Agenda Item 11.1

June 27, 2025

Mayor Colleen Ebdon  
Town of Eckville  
Box 578  
Eckville AB T0M 0X0

### Your Invited

Please Join us for our Bentley Days Celebration  
Dignitaries Luncheon and Parade

August 8<sup>th</sup>, 2025

### Parade Theme:

**"Salute to the Educators, Teachers and Support Staff"**

Dear Colleen

The Town of Bentley would be honored to have you and your guest(s) come and experience our annual Dignitaries Luncheon and Parade on Friday August 8<sup>th</sup>, 2025 at 11:30am.

**Please join us for a luncheon at the Bentley Municipal office at 11:30am with the parade to follow at 1:00pm.** If you plan on attending, we ask you to please RSVP for the luncheon, on or before Wednesday July 23, 2025, to the Town Office at 403-748-4044, or by email to [info@townofbentley.ca](mailto:info@townofbentley.ca)

If your municipality/organization has a float, we would love your participation as well. Even if you do not have a float, but still wish to participate in the parade, we can arrange for a vehicle to be available. Please remember to bring an identification sign, "if you have one," that can be placed on the exterior of a vehicle, to help identify you or the organization that you are representing. If you are entering a float, the judging of floats will commence at around 11:30am. If you are not entering a float, but wish to participate in the parade, then you should be at the staging area at around 12:00pm or shortly thereafter.

**Please note for safety purposes, we ask that no candy be thrown from a moving vehicle.**

For further information regarding the day and the events planned, please refer to the Town of Bentley Facebook page or our website at [www.townofbentley.ca](http://www.townofbentley.ca) Information will be posted as it becomes available.

Yours Truly,  
Mayor Greg Rathjen

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