



Village of Hill Spring
COUNCIL MEETING AGENDA - DRAFT
Hill Spring Council Chambers
Tuesday, October 15, 2024 at 6:00 p.m.

1. CALL COUNCIL MEETING TO ORDER
2. ACCEPTANCE/ADDITIONS TO AGENDA
3. ADOPTION OF MINUTES
 - a) 2024.09.17
4. DELEGATION
 - a) Cody Webster – Fortis
 - b) Paul McLean – Tough County Fibre
5. BUSINESS ARISING FROM THE MINUTES
 - a)
6. FINANCIAL REPORTS
 - a) Cheque Listing Oct 2024
 - b) YTD Budget Summary
 - c) YTD Budget Detail
7. Public Q&A:
8. ITEMS FOR DISCUSSION:
 - a) Fortis Contract Renewal
 1. Disposition Agreement
 2. Franchise Renewal Letter
 3. Franchise Renewal Brief
 4. Franchise Renewal Presentation
 - b)
 - c)

9. ADMINISTRATORS & COUNCIL REPORTS:

- a) Admin Report

10. CORRESPONDENCE:

- a) CCES Minutes Sept 5 2024
- b) CMRSWSC June 24 Minutes
- c) AlbertaSW REDA Engagement
- d) AlbertaSW REDA Minutes Sept 2024
- e) AlbertaSW REDA Oct Bulletin

11. CLOSED MEETING: if needed or when required by council per FOIP Act Division 2 of Part 1 of the *Freedom of Information and Protection of Privacy Act (Municipal Government Act, Section 197)*

12. ADJOURNMENT:

VILLAGE OF HILL SPRING

September 19, 2024

The Village of Hill Spring Regular Council Meeting was held at the Hill Spring Council Chambers on September 19, 2024 commencing at 6:00 p.m.

In attendance: Mayor Davis, and Councillors Christensen, French, Nish, and Shideler.

Officials: Assistant CAO Patrick Roach.

Absent:

Public:

CALLED TO ORDER

Mayor Davis called the Regular Council Meeting to Order at 6:00 p.m.

ADOPTION OF THE AGENDA

2024.09.01

Councillor Shideler **MOVED** to accept the agenda as presented.

Carried Unanimously

ADOPTION OF MINUTES

2024.08.20 REGULAR
COUNCIL MEETING

MINUTES

2024.09.02

Councillor Nish **MOVED** to approve the 2024.08.20 Regular Council Meeting minutes as amended.

Carried Unanimously

DELEGATIONS

NA

BUSINESS ARISING FROM THE MINUTES

FINANCIAL REPORTS

CHEQUE LISTING FOR
SEPTEMBER 2024

2024.09.03

Councillor Shideler **MOVED** to accept the Cheque Listing for September 2024.

Carried Unanimously

YTD BUDGET SUMMARY

2024.09.04

Councillor Christenson **MOVED** to accept the YTD Budget Summary as information.

Carried Unanimously

YTD BUDGET DETAIL

2024.09.05

Councillor Nish **MOVED** to accept the YTD Budget Detail as information.

Carried Unanimously

PUBLIC Q&A

Council answered questions from those in attendance at the Council Meeting.

ITEMS FOR DISCUSSION

AB MUNIS CONVENTION
RESOLUTION

Council briefly discussed and determined that Councillor Shideler

BYLAW 2024-325 NOISE
BYLAW 3RD READING

2024.09.06

Councillor Shideler **MOVED** to accept the Noise Bylaw.

Carried

Those in favour: 3

Those against: 2

SEWER LINE
REPLACEMENT

2024.09.07

Councillor Christenson **MOVED** to proceed with the sewer line replacement

Carried

Those in favour: 4
Those against: 1

ENERGY FUTURES LAB
INVITE

Councillor French to attend.

CARDSTON COUNTY
PROPOSED COMMENTS
ON REZONING
2024.09.08

Councillor Christensen **MOVED** to send a letter in opposition to the proposed rezoning and Bylaw.

Carried Unanimously

**ADMINISTRATOR AND
COUNCIL REPORTS**
2024.09.09

Councillor Christensen **MOVED** to approve the CAO Report as presented.

Carried Unanimously

CORRESPONDANCE
2024.09.10

Councillor Christensen **MOVED** to approve the CAO Report as information.

Carried Unanimously

CLOSED SESSION

ADJOURNMENT
2024.09.11

Councillor Nish **MOVED** to adjourn the August 20, 2024 Council Meeting at 7:07pm.

Carried Unanimously

Mayor Dwight Davis

CAO Greg Robinson

DRAFT

Village Of Hill Spring

Cheque Listing For Council

Cheque		Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
Cheque #	Date					
20240234	2024-09-23	ATB FINANCIAL MASTERCARD	AUG1924	PAYMENT AUG CREDIT CARD	2,320.84	2,320.84
20240235	2024-09-23	BECK'S EXCAVATING & TRUCKING	3272	PAYMENT FLUSH FIRE HYDRANTS	525.00	525.00
20240236	2024-09-23	DAVIS, DWIGHT	JUNE 2024	PAYMENT KEYS	26.15	26.15
20240237	2024-09-23	HAGEN ELECTRIC Ltd	105195	PAYMENT LIFT STATION PUMP	7,238.57	7,238.57
20240238	2024-09-23	HENRIE, SCOTT	AUG 2024	PAYMENT TRAVEL & REPAIRS	209.56	209.56
20240239	2024-09-23	JOHN DEERE FINANCIAL INC.	1808362 1808433	PAYMENT REP EQUIP REP EQUIP	175.80 542.71	718.51
20240240	2024-09-23	MICRO AGE	25669	PAYMENT OFFICE 365	103.95	103.95
20240241	2024-09-23	RECEIVER GENERAL	2030	PAYMENT AUG PAYROLL DEDUCTIONS	1,016.11	1,016.11
20240242	2024-09-23	RIDGE REGIONAL PUBLIC SAFETY SERVICES C	173	PAYMENT 0254 AND 0260 REFERS	250.00	250.00
20240243	2024-09-23	TOWN OF RAYMOND	20240383	PAYMENT CAO & ADMIN CONTRACT	8,725.14	8,725.14
20240244	2024-09-23	XPLORE	53401700	PAYMENT PHONE	108.22	108.22
20240245	2024-09-23	CUSTOM WINDOWS & DOORS INC.	3873	PAYMENT SEALED UNIT	94.50	94.50
20240246	2024-09-23	REMPLE, MARIA	APR 2024	PAYMENT CLEANING	129.00	129.00
20240247	2024-09-26	CHRISTENSEN, MONTE				
20240248	2024-09-26	DAVIS, DWIGHT				
20240249	2024-09-26	FRENCH , SUZANNE				
20240250	2024-09-26	SHIDELER, DONALD				
20240251	2024-09-26	NISH, MIKE				
20240252	2024-09-26	FAULKNER, PATTI A				
20240253	2024-09-26	YASTREMSKI, BENNY A				
20240254	2024-10-02	CSL FORD	2024-OCT	PAYMENT TRUCK	30,000.00	30,000.00
20240255	2024-10-07	DAVIS, DWIGHT	SEPT 2024	PAYMENT TRAVEL	285.60	285.60
20240256	2024-10-07	ROBINSON, GREG	SEPT 2024	PAYMENT SEPT TRAVEL	959.70	959.70
20240257	2024-10-07	SHIDELER, DONALD	SEPT 2024	PAYMENT SEPT TRAVEL	662.88	662.88

Total 56,710.91

*** End of Report ***



Tax Supported Services	Actual 2023			Actual 2024			%age	Budget 2024		
	Revenues	Expenditures	Net Cost	Revenues	Expenditures	Net Cost		Revenues	Expenditures	Net Cost
	Governance (Council)	\$0	\$11,155	\$11,155	\$0	\$11,888		\$11,888	86%	\$0
Corporate Services (Admin)	(\$68,273)	\$175,827	\$107,554	(\$47,134)	\$174,563	\$127,429	82%	(\$38,700)	\$194,308	\$155,608
Protective Services	(\$50)	\$7,699	\$7,649	(\$130)	\$8,196	\$8,066	89%	(\$50)	\$9,100	\$9,050
Shop	(6,000)	8,356	2,356	0	19,555	19,555	0%	0	13,521	13,521
Road & Street	0	6,610	6,610	0	4,658	4,658	27%	0	17,000	17,000
Irrigation	(11,360)	10,547	(814)	(7,938)	2,038	(5,899)	-2950%	(11,400)	11,600	200
Water	(75,358)	64,177	(11,181)	(52,965)	56,878	3,912	-64%	(75,600)	69,500	(6,100)
Sewer	(19,543)	2,239	(17,305)	(12,612)	7,194	(5,418)	71%	(20,100)	12,500	(7,600)
Solid Waste	(9,649)	5,603	(4,046)	(6,243)	8,612	2,369	-69%	(9,700)	6,250	(3,450)
Operational Services	(\$121,911)	\$97,531	(\$24,380)	(\$79,758)	\$98,935	\$19,177	141%	(\$116,800)	\$130,371	\$13,571
Development	(\$570)	\$573	\$3	(\$410)	\$573	\$163	7%	(\$500)	\$3,000	\$2,500
Cemetery	(175)	0	(175)	0	126	126	1%	(250)	17,000	16,750
Community Services	0	276	276	0	0	0	0%	0	1,500	1,500
Parks & Recreation	0	2,823	2,823	0	3,872	3,872	31%	0	12,500	12,500
Community Centre	(4,135)	1,749	(2,386)	(945)	2,518	1,573	33%	(4,000)	8,700	4,700
Community Services	(\$4,310)	\$4,847	\$537	(\$945)	\$6,516	\$5,571	16%	(\$4,250)	\$39,700	\$35,450
Solar Farm	(\$37,921)	\$0	(\$37,921)	(\$34,313)	\$0	(\$34,313)	114%	(\$30,000)	\$0	(\$30,000)
Operating Grants	(\$45,432)	\$0	(\$45,432)	\$0	\$0	\$0	0%	(\$45,432)	\$0	(\$45,432)
Property Taxes	(\$250,346)	\$0	(\$250,346)	(\$276,988)	\$0	(\$276,988)	100%	(\$276,090)	\$0	(\$276,090)
Community Support Requisitions	\$0	\$62,087	\$62,087	\$0	\$46,661	\$46,661	55%	\$0	\$85,514	\$85,514
Transfer to Reserves	\$0	\$90,303	\$90,303	\$0	\$27,059	\$27,059	75%	\$0	\$36,079	\$36,079
Net Operating	(\$528,813)	\$450,022	(\$78,791)	(\$439,679)	\$374,392	(\$65,287)		(\$511,822)	\$511,822	(\$0)
Capital	(\$163,426)	\$210,539	\$47,113	(\$156,104)	\$156,104	\$0	0%	(\$269,500)	\$269,500	\$0
Net Operating & Capital	(\$692,239)	\$660,561	(\$31,678)	(\$595,783)	\$530,496	(\$65,287)		(\$781,322)	\$781,322	(\$0)

Village of Hill Spring
 Council Budget Report
 October 11, 2024

REVENUE	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE
NONE	0	0	0	0	0%
	\$0	\$0	\$0	\$0	0%

EXPENSES	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE
2-11-00-00-00-153 COUNCIL HONOURARIUMS	7,600	10,000	5,538	4,462	55%
2-11-00-00-00-213 COUNCIL TRAVEL	2,537	2,750	5,350	(2,600)	195%
2-11-00-00-00-520 COUNCIL MISC	1,000	1,000	1,000	0	0%
2-11-00-00-00-130 EMPLOYER CONTRIBUTION	17	0	0	0	100%
	\$11,154	\$13,750	\$11,888	\$1,862	86%

NET	(\$11,155)	(\$13,750)	(\$11,888)	(\$1,862)	86%
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Expectation based on % of year complete	78%
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Village of Hill Spring
Admin Budget Report
October 11, 2024

REVENUE		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
1-00-00-00-00-510	TAXES - PENALTIES & COSTS	5,224	5,000	1,508	3,492	30%
1-00-00-00-00-541	FRANCHISE & CONCESSION ATCO REVENUE	8,416	8,500	6,652	1,848	78%
1-00-00-00-00-550	RETURN ON INVESTMENTS	49,087	20,000	28,644	(8,644)	143%
1-00-00-00-00-590	OTHER REVENUE FROM OWN SOURCES	0	0	45	(45)	100%
1-12-00-00-00-410	PINS, PHOTOCOPY, FAX, ETC REVENUE	200	200	0	200	0%
1-12-00-00-00-990	ADMINISTRATION - MISC REVENUE	5,345	5,000	10,285	(5,285)	206%
1-94-00-00-00-998	TRANSFER FROM RESERVES - OPERATING	0	0	0	0	0%
		\$68,273	\$38,700	\$47,134	(\$8,434)	122%

EXPENSES		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
2-12-00-00-00-110	ADMIN - SALARIES	20,016	21,017	13,767	7,250	66%
2-12-00-00-00-112	ADMIN - JANITOR SALARIES	0	2,500	129	2,371	5%
2-12-00-00-00-113	ADMIN - TRAVEL & TRAINING	6,380	8,500	9,510	(1,010)	112%
2-12-00-00-00-130	ADMIN - EMP CONT	1,078	1,132	983	149	87%
2-12-00-00-00-142	ADMIN - WCB	1,846	1,882	306	1,576	16%
2-12-00-00-00-210	ADMIN - BYLAW CONTRACT	1,200	3,500	3,625	(125)	104%
2-12-00-00-00-215	ADMIN - TELEPHONE	2,265	2,500	1,444	1,056	58%
2-12-00-00-00-220	ADMIN - ADVERT, PRINTING, MEMBE	1,511	2,000	2,118	(118)	106%
2-12-00-00-00-230	ADMIN - PROFESSIONAL & CONSULT	95,990	96,900	101,503	(4,603)	105%
2-12-00-00-00-235	ADMIN - POSTAGE & FREIGHT	525	1,000	567	433	57%
2-12-00-00-00-270	ADMIN - MISC EXPENSE	1,885	2,000	2,325	(325)	116%
2-12-00-00-00-274	ADMIN - INSURANCE	12,589	13,000	13,405	(405)	103%
2-12-00-00-00-280	ADMIN - LAND TITLES	0	250	0	250	0%
2-12-00-00-00-290	ADMIN - OFFICE EQUIPMENT	5,748	8,000	5,555	2,445	69%
2-12-00-00-00-300	ADMIN - ASSESSOR FEES	4,781	4,877	3,600	1,277	74%
2-12-00-00-00-510	ADMIN - OFFICE SUPPLIES	1,467	2,000	2,244	(244)	112%
2-12-00-00-00-540	ADMIN - UTILITIES	6,285	6,500	10,403	(3,903)	160%
2-12-00-00-00-810	ADMIN - BANK CHARGES	1,252	1,500	849	651	57%
2-12-00-00-00-900	ADMIN - OTHER EXPENSE	0	0	99	(99)	100%
2-12-01-00-00-230	ADMIN - LAWYER	0	1,500	0	1,500	0%
2-12-02-00-00-230	ADMIN - ACCOUNTANT	9,502	9,750	0	9,750	0%
2-12-03-00-00-230	ADMIN - ENGINEER	0	500	0	500	0%
2-12-00-00-00-233	ADMIN - COMPUTER SUPPORT	1,507	3,500	2,130	1,370	61%
		\$175,827	\$194,308	\$174,563	\$19,745	90%

NET	(\$107,554)	(\$155,608)	(\$127,429)	(\$28,179)	82%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Protective Services
 October 11, 2024

REVENUE		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
1-12-00-00-00-520	LICENSES - DOG	50	50	130	(80)	260%
		\$50	\$50	\$130	(\$80)	260%

EXPENSES		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
2-23-00-00-00-110	EMERGENCY MANAGEMENT OFFICER WAGES	900	1,000	0	1,000	0%
2-23-00-00-00-270	FIRE MISC	0	100	0	100	0%
2-23-00-00-00-510	FIRE GOODS & SUPPLIES	0	750	0	750	0%
2-23-00-00-00-540	FIRE UTILITIES	1,202	1,500	2,355	(855)	157%
2-23-00-00-00-750	FIRE REQUISITION	4,941	5,000	5,445	(445)	109%
2-23-00-00-00-760	FIRE DISPATCH SERVICES	656	750	396	354	53%
		\$7,699	\$9,100	\$8,196	\$904	90%

NET		(\$7,649)	(\$9,050)	(\$8,066)	(\$984)	89%
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Expectation based on % of year completed	78%
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Village of Hill Spring
Operational Common Budget Report
October 11, 2024

REVENUE	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
SALE OF EQUIPMENT	6,000	0	0	0	100%
	\$6,000	\$0	\$0	\$0	100%

EXPENSES	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
2-31-00-00-00-110 V MAINT WAGES	4,459	4,549	13,378	(8,830)	100%
2-31-00-00-00-130 V MAINT EMPLOYER DEDUCTIONS	21	22	0	22	0%
2-31-00-00-00-200 V MAINT WAGES STEP	0	0	0	0	0%
2-31-00-00-00-210 V MAINT TRAVEL ALLOWANCE	193	200	373	(173)	0%
2-31-00-00-00-250 V MAINT CONTRACTED SERVICES	0	0	0	0	0%
2-31-00-00-00-510 V MAINT TOOLS, HARDWARE, OP	0	1,000	371	629	37%
2-31-00-00-00-524 V MAINT EQUIPMENT SUPPLIES	662	750	406	344	54%
2-31-00-00-00-526 V MAINT EQUIPMENT SERVICE / REPAIR	2,804	5,500	4,963	537	90%
2-31-00-00-00-527 V MAINT FUEL	216	1,500	65	1,435	4%
	\$8,356	\$13,521	\$19,555	(\$6,035)	145%

NET	(\$2,356)	(\$13,521)	(\$19,555)	\$6,035	145%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Roads Budget Report
 October 11, 2024

REVENUE	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
NONE	0	0	0	0	100%
	\$0	\$0	\$0	\$0	0%

EXPENSES	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
2-32-00-00-00-250 ROADS & STREETS CONTRACTED SERVICES	6,307	10,000	3,990	6,010	40%
2-32-00-00-00-260 ROADS & STREETS GOODS AND SERVICES	303	5,000	0	5,000	100%
2-32-00-00-00-530 ROADS & STREETS MAINT MATERIALS	0	2,000	0	2,000	0%
2-32-00-00-00-540 ROADS & STREETS UTILITIES	0	0	668	(668)	0%
	\$6,610	\$17,000	\$4,658	\$12,342	27%

NET	(\$6,610)	(\$17,000)	(\$4,658)	(\$12,342)	27%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Irrigation Budget Report
 October 11, 2024

REVENUE		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
1-40-00-00-00-410	SALES - IRRIGATION	7,162	7,200	5,217	1,983	72%
1-40-00-00-00-763	RESERVE FUND REVENUE IRRIGATION	4,199	4,200	2,721	1,479	65%
		\$11,360	\$11,400	\$7,938	\$3,462	70%

EXPENSES		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
2-40-00-00-00-250	IRRG SYSTEM CONTRACTED SERVICES	380	500	0	500	100%
2-40-00-00-00-252	IRRG SYSTEM MAINT	4,609	5,000	42	4,958	1%
2-40-00-00-00-350	IRRG SYSTEM WATER PURCHASE	2,538	3,000	0	3,000	0%
2-40-00-00-00-540	IRRG SYSTEM UTILITIES	3,020	3,100	1,996	1,104	64%
		\$10,547	\$11,600	\$2,038	\$9,562	18%

NET		\$814	(\$200)	\$5,899	(\$6,099)	-2950%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Water Budget Report
 October 11, 2024

REVENUE		2023	2024	2024	2024	2024
		ACTUAL	BUDGET	YTD ACTUAL	YTD VARIANCE	YTD VARIANCE %
1-41-00-00-00-410	SALES - WATER	(83)	0	0	0	0%
1-41-00-00-00-411	SALES - WATER FLAT RATE	69,847	70,000	47,556	22,444	68%
1-41-00-00-00-510	WATER - PENALTIES & COSTS	538	500	332	168	66%
1-41-00-00-00-763	RESERVE FUND WATER REVENUE	5,056	5,100	5,077	23	100%
		\$75,358	\$75,600	\$52,965	\$22,635	70%

EXPENSES		2023	2024	2024	2024	2024
		ACTUAL	BUDGET	YTD ACTUAL	YTD VARIANCE	YTD VARIANCE %
2-41-00-00-00-250	WATER SUPPLY CONTRACTED SERVICES	32,401	36,000	30,323	5,677	84%
2-41-00-00-00-252	WATER SUPPLY MAINT	11,078	10,000	7,838	2,162	78%
2-41-00-00-00-270	WATER SUPPLY MISC	1,572	1,500	3,551	(2,051)	237%
2-41-00-00-00-510	WATER SUPPLY GOODS & SERVICE	1,667	4,000	1,869	2,131	47%
2-41-00-00-00-540	WATER SUPPLY UTILITIES	17,166	18,000	13,297	4,703	74%
2-41-10-00-00-250	WATER PLANT UPGRADE - CONTRACTORS	0	0	0	0	100%
2-41-10-01-00-250	WATER PLANT UPGRADE - ENGINEERS	293	0	0	0	100%
		\$64,177	\$69,500	\$56,878	\$12,622	82%

NET		\$11,181	\$6,100	(\$3,912)	\$10,012	-64%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Sewer Budget Report
 October 11, 2024

REVENUE		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
1-42-00-00-00-410	SALES - SEWER	15,489	16,000	10,011	5,989	63%
1-42-00-00-00-763	RESERVE FUND SEWER REVENUE	4,054	4,100	2,601	1,499	63%
		\$19,543	\$20,100	\$12,612	\$7,488	63%

EXPENSES		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
2-42-00-00-00-250	SEWER CONTRACTED SERVICES	0	10,000	7,044	2,956	70%
2-42-00-00-00-510	SEWER GOODS & SERVICES	2,239	2,500	150	2,350	100%
2-42-00-00-00-540	SEWER UTILITIES	0	0	0	0	0%
		\$2,239	\$12,500	\$7,194	\$5,306	58%

NET		\$17,305	\$7,600	\$5,418	\$2,182	71%
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Expectation based on % of year completed	78%
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Village of Hill Spring
Solid Waste Budget Report
October 11, 2024

REVENUE		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
1-43-00-00-00-410	SALES - GARBAGE	9,649	9,700	6,243	3,457	64%
		\$9,649	\$9,700	\$6,243	\$3,457	64%

EXPENSES		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
2-43-00-00-00-750	REQUISITION - SOLID WASTE	4,913	5,000	5,061	(61)	101%
2-43-00-00-00-110	SOLID WASTE WAGES	0	0	0	0	0%
2-43-00-00-00-250	SOLID WASTE CONTRACTED SERVICES	690	750	3,551	(2,801)	100%
2-43-00-00-00-510	SOLID WASTE GOODS & SERVICES	0	500	0	500	0%
		\$5,603	\$6,250	\$8,612	(\$2,362)	138%

NET		\$4,046	\$3,450	(\$2,369)	\$5,819	-69%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Development Budget Report
 October 11, 2024

REVENUE		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
1-12-00-00-00-490	PERMIT - DEV / COMPLIANCE	570	500	410	90	82%
		\$570	\$500	\$410	\$90	82%

EXPENSES		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
2-76-00-00-00-251	ORRSC - GIS REQUISITION	0	1,000	0	1,000	0%
2-76-00-00-00-252	ORRSC - PLANNING REQUISITION	573	2,000	573	1,427	29%
		\$573	\$3,000	\$573	\$2,427	19%

NET		(\$3)	(\$2,500)	(\$163)	(\$2,337)	7%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Cemetery Budget Report
 October 11, 2024

REVENUE		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
1-56-00-00-00-410	CEMETERY - PLOTS & FEES	175	250	0	250	0%
		\$175	\$250	\$0	\$250	0%

EXPENSES		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
2-56-00-00-00-251	CEMETERY MAINT	0	17,000	126	16,874	1%
		\$0	\$17,000	\$126	\$16,874	1%

NET		\$175	(\$16,750)	(\$126)	(\$16,624)	1%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Community Services Budget Report
 October 11, 2024

REVENUE	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
NONE	0	0	0	0	0%
	\$0	\$0	\$0	\$0	0%

EXPENSES	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
2-62-00-00-00-201 COMMUNITY SERVICE BEAUTIFICATION	276	1,500	0	1,500	0%
	\$276	\$1,500	\$0	\$1,500	0%

NET	(\$276)	(\$1,500)	\$0	(\$1,500)	0%
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Expectation based on % of year completed	78%
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Village of Hill Spring
Parks & Rec Budget Report
October 11, 2024

REVENUE	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
NONE	0	0	0	0	0%
	\$0	\$0	\$0	\$0	0%

EXPENSES	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
2-72-00-00-00-725 RECREATION MISC EXPENSE	509	10,000	2,000	8,000	20%
2-72-00-00-00-540 RECREATION UTILITIES	2,314	2,500	1,872	628	75%
	\$2,823	\$12,500	\$3,872	\$8,628	31%

NET	(\$2,823)	(\$12,500)	(\$3,872)	(\$8,628)	31%
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Expectation based on % of year completed	78%
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Village of Hill Spring
Community Centre Budget Report
October 11, 2024

REVENUE		2023	2024	2024	2024	2024
		ACTUAL	BUDGET	YTD ACTUAL	YTD VARIANCE	YTD VARIANCE %
1-74-00-00-00-560	RENTAL REVENUE - COMMUNITY CENTRE	4,135	4,000	945	3,055	0%
		\$4,135	\$4,000	\$945	\$3,055	0%

EXPENSES		2023	2024	2024	2024	2024
		ACTUAL	BUDGET	YTD ACTUAL	YTD VARIANCE	YTD VARIANCE %
2-74-00-00-00-215	COMMUNITY CENTRE EXPENSES	0	5,000	849	4,151	17%
2-74-00-00-00-250	COMMUNITY CENTRE CONTRACTED SERVICE	588	2,500	560	1,940	22%
2-74-00-00-00-510	COMMUNITY CENTRE GOODS & SERVICE	1,161	1,200	1,109	91	92%
		\$1,749	\$8,700	\$2,518	\$6,182	29%

NET		\$2,386	(\$4,700)	(\$1,573)	(\$3,127)	33%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Solar Farm Budget Report
 October 11, 2024

REVENUE		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
1-92-00-00-00-400	SOLAR FARM CREDITS	37,921	30,000	34,313	(4,313)	0%
		\$37,921	\$30,000	\$34,313	(\$4,313)	0%

EXPENSES		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
	NONE	0	0	0	0	0%
		\$0	\$0	\$0	\$0	0%

NET		\$37,921	\$30,000	\$34,313	(\$4,313)	114%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Operating Grants
 October 11, 2024

REVENUE		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
1-00-00-00-00-844	GRANT - LGFF OPERATIONAL	45,432	45,432	0	45,432	0%
		\$45,432	\$45,432	\$0	\$45,432	0%

EXPENSES		2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
NONE		0	0	0	0	0%
		\$0	\$0	\$0	\$0	0%

NET		\$45,432	\$45,432	\$0	\$45,432	0%
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Expectation based on % of year completed	78%
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Village of Hill Spring
Property Tax Budget Report
October 11, 2024

REVENUE		2023	2024	2024	2024	2024
		ACTUAL	BUDGET	YTD ACTUAL	YTD VARIANCE	YTD VARIANCE %
1-00-00-00-00-101	TAXES - RESIDENTIAL	189,446	196,880	196,777	103	100%
1-00-00-00-00-103	TAXES - COMMERCIAL	9,643	10,380	10,380	0	100%
1-00-00-00-00-105	TAXES - LINEAR	7,291	5,853	7,027	(1,175)	120%
1-00-00-00-00-121	TAXES - MINIMUM LEVY	0	0	0	0	0%
1-98-00-00-00-102	REQ - CHINOOK FOUNDATION	3,141	4,352	4,339	13	0%
1-98-00-00-00-115	REQ - SCHOOL NON-RESIDENTIAL	2,102	4,211	4,270	(60)	101%
1-98-00-00-00-116	REQ - SCHOOL RESIDENTIAL	38,722	54,414	54,194	221	-100%
		\$250,346	\$276,090	\$276,988	(\$898)	100%

EXPENSES		2023	2024	2024	2024	2024
		ACTUAL	BUDGET	YTD ACTUAL	YTD VARIANCE	YTD VARIANCE %
<i>NONE</i>		0	0	0	0	0%
		\$0	\$0	\$0	\$0	0%

NET		\$250,346	\$276,090	\$276,988	(\$898)	100%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Requisition Budget Report
 October 11, 2024

REVENUE	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
NONE	0	0	0	0	0%
	\$0	\$0	\$0	\$0	0%

EXPENSES	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
2-51-00-00-00-750 REQUISITION - FCSS	1,727	1,800	1,663	137	92%
2-72-00-00-00-772 REQUISITION - SPRING GLEN PARK	1,500	1,500	2,000	(500)	133%
2-74-00-00-00-770 REQUISITION - GLENWOOD LIBRARY SUPPORT	5,000	5,000	5,000	0	100%
2-74-00-00-00-771 REQUISITION - CHINOOK ARCH LIBRARY	1,893	2,000	1,972	28	99%
2-98-00-00-00-102 REQUISITION - CHINOOK FOUNDATION	3,879	4,352	4,352	0	100%
2-98-00-00-00-115 REQUISITION - WESTWINDS SCHOOL DIVISION	41,314	58,625	20,657	37,968	35%
REQUISITION - HILL SPRING SENIOR HOUSING	0	1,000	0	1,000	0%
2-98-00-00-00-117 REQUISITION - POLICING	6,774	11,237	11,017	220	98%
	\$62,087	\$85,514	\$46,661	\$38,853	55%

NET	(\$62,087)	(\$85,514)	(\$46,661)	(\$38,853)	55%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Transfer to Reserves Budget Report
 October 11, 2024

REVENUE	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
NONE	0	0	0	0	0%
	\$0	\$0	\$0	\$0	0%

EXPENSES	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
TRANSFER TO RESERVES - IRRIGATION	4,199	4,200	3,150	1,050	75%
TRANSFER TO RESERVES - WATER	5,056	5,100	3,825	1,275	75%
TRANSFER TO RESERVES - SEWER	4,054	4,100	3,075	1,025	75%
TRANSFER TO RESERVES - OPERATING	76,994	22,679	17,009	5,670	75%
	\$90,303	\$36,079	\$27,059	\$9,020	75%

NET	(\$90,303)	(\$36,079)	(\$27,059)	(\$9,020)	75%
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Expectation based on % of year completed	78%
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Village of Hill Spring
 Capital Budget Report
 October 11, 2024

REVENUE	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
GRANT - LGFF CAPITAL	59,331	179,500	156,104	23,396	87%
GRANT - CCBF CAPITAL	50,000	50,000	0	50,000	0%
TRANSFER FROM RESERVES - CAPITAL	54,095	40,000	0	40,000	0%
	\$163,426	\$269,500	\$156,104	\$113,396	58%

EXPENSES	2023 ACTUAL	2024 BUDGET	2024 YTD ACTUAL	2024 YTD VARIANCE	2024 YTD VARIANCE %
TRANSFER TO CAPITAL	210,539	269,500	156,104	113,396	58%
	\$210,539	\$269,500	\$156,104	\$113,396	58%

NET	(\$47,113)	\$0	\$0	\$0	0%
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Expectation based on % of year completed	78%
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Tax Supported Services	Actual 2023			Actual 2024			%age	Budget 2024		
	Revenues	Expenditures	Net Cost	Revenues	Expenditures	Net Cost		Revenues	Expenditures	Net Cost
	Governance (Council)	\$0	\$11,155	\$11,155	\$0	\$11,888		\$11,888	86%	\$0
Corporate Services (Admin)	(\$68,273)	\$175,827	\$107,554	(\$47,134)	\$174,563	\$127,429	82%	(\$38,700)	\$194,308	\$155,608
Protective Services	(\$50)	\$7,699	\$7,649	(\$130)	\$8,196	\$8,066	89%	(\$50)	\$9,100	\$9,050
Shop	(6,000)	8,356	2,356	0	19,555	19,555	0%	0	13,521	13,521
Road & Street	0	6,610	6,610	0	4,658	4,658	27%	0	17,000	17,000
Irrigation	(11,360)	10,547	(814)	(7,938)	2,038	(5,899)	-2950%	(11,400)	11,600	200
Water	(75,358)	64,177	(11,181)	(52,965)	56,878	3,912	-64%	(75,600)	69,500	(6,100)
Sewer	(19,543)	2,239	(17,305)	(12,612)	7,194	(5,418)	71%	(20,100)	12,500	(7,600)
Solid Waste	(9,649)	5,603	(4,046)	(6,243)	8,612	2,369	-69%	(9,700)	6,250	(3,450)
Operational Services	(\$121,911)	\$97,531	(\$24,380)	(\$79,758)	\$98,935	\$19,177	141%	(\$116,800)	\$130,371	\$13,571
Development	(\$570)	\$573	\$3	(\$410)	\$573	\$163	7%	(\$500)	\$3,000	\$2,500
Cemetery	(175)	0	(175)	0	126	126	1%	(250)	17,000	16,750
Community Services	0	276	276	0	0	0	0%	0	1,500	1,500
Parks & Recreation	0	2,823	2,823	0	3,872	3,872	31%	0	12,500	12,500
Community Centre	(4,135)	1,749	(2,386)	(945)	2,518	1,573	33%	(4,000)	8,700	4,700
Community Services	(\$4,310)	\$4,847	\$537	(\$945)	\$6,516	\$5,571	16%	(\$4,250)	\$39,700	\$35,450
Solar Farm	(\$37,921)	\$0	(\$37,921)	(\$34,313)	\$0	(\$34,313)	114%	(\$30,000)	\$0	(\$30,000)
Operating Grants	(\$45,432)	\$0	(\$45,432)	\$0	\$0	\$0	0%	(\$45,432)	\$0	(\$45,432)
Property Taxes	(\$250,346)	\$0	(\$250,346)	(\$276,988)	\$0	(\$276,988)	100%	(\$276,090)	\$0	(\$276,090)
Community Support Requisitions	\$0	\$62,087	\$62,087	\$0	\$46,661	\$46,661	55%	\$0	\$85,514	\$85,514
Transfer to Reserves	\$0	\$90,303	\$90,303	\$0	\$27,059	\$27,059	75%	\$0	\$36,079	\$36,079
Net Operating	(\$528,813)	\$450,022	(\$78,791)	(\$439,679)	\$374,392	(\$65,287)		(\$511,822)	\$511,822	(\$0)
Capital	(\$163,426)	\$210,539	\$47,113	(\$156,104)	\$156,104	\$0	0%	(\$269,500)	\$269,500	\$0
Net Operating & Capital	(\$692,239)	\$660,561	(\$31,678)	(\$595,783)	\$530,496	(\$65,287)		(\$781,322)	\$781,322	(\$0)

July 15, 2015

Disposition 20611-D01-2015

FortisAlberta Inc.
320 - 17 Avenue S.W.
Calgary, Alberta T2S 2V1

Attention: Mr. Miles Stroh
Director of Regulatory

**FortisAlberta Inc. and the Village of Hill Spring
Franchise Agreement and Municipal Franchise Fee Rider
Proceeding 20611**

1. On July 13, 2015, FortisAlberta Inc. (FortisAlberta) applied to the Alberta Utilities Commission for approval of an electric franchise agreement with the Village of Hill Spring. The application was filed according to [Rule 029](#),¹ and included a copy of the franchise agreement, municipal franchise fee rider schedule, and the electric franchise application form.
2. Notice of the proposed franchise agreement was advertised on June 11, 2015, in the Temple City Star. No objections or concerns related to the proposed franchise agreement were received.
3. The proposed franchise agreement, attached as [Appendix 1](#), is based on the standard electric franchise agreement template approved in Decision [2012-255](#),² has a term of 20 years or less, and will be effective September 1, 2015. Hill Spring has commenced reading of Bylaw No. 2015-315 approving the franchise agreement.
4. The proposed franchise fee of five per cent, as shown on the municipal franchise fee rider schedule, attached as [Appendix 2](#), maintains the current franchise fee.
5. The AUC considers that the right granted to FortisAlberta by Hill Spring to construct, operate and maintain the electric distribution system is necessary and proper for the public convenience and properly serves the public interest.

¹ Rule 029: *Applications for Municipal Franchise Agreements and Associated Franchise Fee Rate Riders.*

² Decision 2012-255: Town of Hinton, New Franchise Agreement Template and Franchise Agreement with FortisAlberta Inc., Proceeding 1946, Application 1608547-1, September 28, 2012.

6. Pursuant to Section 45 of the *Municipal Government Act*, RSA 2000, c. M-26, and Section 139 of the *Electric Utilities Act*, SA 2003, c. E-5.1, the AUC approves the franchise agreement as filed.

7. Given the approval of the franchise agreement, and in accordance with Section 125 of the *Electric Utilities Act*, the AUC approves FortisAlberta's Municipal Franchise Fee Rider of five per cent effective September 1, 2015, for customers in the Village of Hill Spring.

8. Prior to any change in the level of the franchise fee pursuant to the franchise agreement, customers shall be notified as outlined in Section 5 of Rule 029.

(original signed by)

Derrick Ploof
Director, Retail Energy and Water
On behalf of the Alberta Utilities Commission

Attachments

Appendix 1 – Village of Hill Spring franchise agreement with FortisAlberta Inc.

[\(return to text\)](#)



Appendix 1 -
Franchise agreement
(consists of 37 pages)

Appendix 2 – Municipal Franchise Fee Rider with respect to the Village of Hill Spring

[\(return to text\)](#)



Appendix 2 -
Municipal Franchise Fe
(consists of 3 pages)

This is Schedule "A" referred to in the attached Bylaw No. 2015-315
of the Village of Hill Spring

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

VILLAGE OF HILL SPRING

- AND -

FORTISALBERTA INC.

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ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT made effective the 1st day of September, 2015.

BETWEEN:

VILLAGE OF HILL SPRING,
a Municipal Corporation located in the Province of Alberta
(the "**Municipality**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS:

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

NOW THEREFORE:

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

1) DEFINITIONS AND INTERPRETATION

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

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

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

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

2) TERM

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

- a) 1ST day of September, 2015 or
- b) the first day after both of the following have occurred:
 - i) Commission approval of this Agreement; and
 - ii) the Municipality having passed third reading of the applicable adopting bylaw 2015-315

3) EXPIRY AND RENEWAL OF AGREEMENT

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

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

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

4) GRANT OF FRANCHISE

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

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

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

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

b) The Company agrees to:

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

5) **FRANCHISE FEE**

a) **Calculation of Franchise Fee**

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

For the first (1st) calendar year of the Term of this Agreement, the franchise fee percentage shall be 5 percent (5%).

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

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

b) Adjustment to Franchise Fee

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

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

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

c) Franchise Fee Cap

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

d) Adjustment to Franchise Fee Cap

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

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

e) Payment of Franchise Fee

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

f) Reporting Considerations

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

6) CORE SERVICES

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

7) PROVISION OF EXTRA SERVICES

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

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

8) MUNICIPAL TAXES

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

9) RIGHT TO TERMINATE ON DEFAULT

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

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

10) SALE OF DISTRIBUTION SYSTEM

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

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

11) STREET LIGHTING

a) Investment Option Rate

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

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

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

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

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

ii) If:

- A. the Municipality requests street lighting that is not part of the standard offering of the Company at the time;
- B. the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable request, has ceased to be part of the standard street lighting offering of the Company; or
- C. the Municipality converts nonstandard street lighting that is not part of the standard offering of the Company at the time to investment option rate street lighting under Article 11c) below;

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

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

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

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

b) No-Investment Option Rate

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

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

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

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

Where:

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

N = the age of the street light in years.

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

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

d) Street Light Rates

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

e) Municipality Owned Street Lighting

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

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

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

f) Street Light Inventory

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

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

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

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

g) Detailed Street Light Patrol

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

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

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

12) INCREASE IN MUNICIPAL BOUNDARIES

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

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

the Municipality shall have the right to:

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

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

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

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

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

13) RIGHT OF FIRST REFUSAL TO PURCHASE

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

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

14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM

a) Municipal Approval

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

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

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

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

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

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

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

b) Restoration of Municipal Property

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

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

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

c) Urgent Repairs and Notification to Municipality

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

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

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

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

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

f) **Approvals**

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

15) RESPONSIBILITIES FOR COST OF RELOCATIONS

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

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

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

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

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

16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE

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

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

17) JOINT USE OF DISTRIBUTION SYSTEM

a) Municipal Use

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

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

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

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

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

b) Third Party Use and Notice

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

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

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

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

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

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

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

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

f) Compensation for Costs

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

18) MUNICIPALITY AS RETAILER

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

19) RECIPROCAL INDEMNIFICATION AND LIABILITY

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

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

20) ASSIGNMENT

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

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

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

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

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

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

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

21) NOTICES

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

a) To the Company:

FortisAlberta Inc.
Address: 1600-10th Street SE
Facsimile: (403) 652-4519
Attention: Merlin MacNaughton, Supervisor, Stakeholder Relations Manager

With a copy to:

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

b) To the Municipality:

Municipality: Village of Hill Spring
Address: PO Box 40 Hill Spring, AB T0K 1E0
Facsimile: (403) 626-2333
Attention: Mr. Chad Parsons, Chief Administrative Officer

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

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

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

22) DISPUTE SETTLEMENT

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

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

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

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

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

23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE

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

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

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

24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

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

25) FORCE MAJEURE

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

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

26) TERMS AND CONDITIONS

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

27) NOT EXCLUSIVE AGAINST HER MAJESTY

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

28) SEVERABILITY

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

29) AMENDMENTS

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

30) DISSOLUTION

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

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

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

31) WAIVER

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

32) CONFIDENTIALITY

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

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

MUNICIPALITY

PER: _____
Name: Mr. Monte Christensen
Title: Mayor

PER: _____
Name: Mr. Chad Parsons
Title: Chief Administrative Officer
(Bylaw attached)

FORTISALBERTA INC.

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

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

SCHEDULE "A"*Core Services*

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

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

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

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

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

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

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

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

SCHEDULE "B"*Extra Services*

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

SCHEDULE "C"*Street Lighting*

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

- e) **Street light Pole Test Program:** Street lights will be tested at least every nine (9) years as part of the Company's Pole Test Program. This program will identify poles that need to be replaced and those that should be treated. This replacement and treatment work will be completed by October 31st of the next summer maintenance season.
 - f) **Street light Patrols:** The Company will include regular street light inspection patrols as part of its inspection of equipment and lines, as specified in the Alberta Electrical Utility Code.
- 2) On an annual basis, the Company will provide the Municipality with:
- i) the number of "lights-out" identified from the street light patrols;
 - ii) the number of temporary overhead repairs of street lights at year-end; and
 - iii) the number of permanent underground repairs of street lights made during the year.



MUNICIPAL FRANCHISE FEE RIDERS

Availability Effective for all consumption, estimated or actual, on and after the first of the month following Commission approval, the following franchise fee riders apply to all FortisAlberta distribution tariffs, except riders and rebates, in each municipality.

Price Adjustment A percentage surcharge per the table below will be added to the gross distribution tariff, excluding any riders or charges that relate to pool price deferral account amounts, calculated for each site within each municipality and will be billed to the applicable retailer.

FortisAlberta will pay to each municipality each month, in accordance with the franchise agreements between FortisAlberta and the municipalities, the franchise fee revenue collected from the retailers.

Muni Code	Municipality	Rider	Effective
03-0002	Acme	3%	2013/07/01
01-0003	Airdrie	12%	2015/01/01
03-0005	Alix	18%	2015/01/01
03-0004	Alberta Beach	3%	2013/10/01
03-0007	Amisk	0%	2014/01/01
02-0011	Athabasca	6%	2013/07/01
03-0010	Arrowwood	12%	2015/07/01
02-0387	Banff	4%	2012/01/01
03-0363	Barnwell	5%	2013/07/01
03-0013	Barons	5%	2015/04/01
02-0014	Barrhead	5%	2013/10/01
02-0016	Bashaw	3%	2013/07/01
02-0017	Bassano	11.40%	2015/01/01
03-0018	Bawlf	3%	2015/01/01
02-0019	Beaumont	5%	2013/10/01
03-0022	Beiseker	0%	2013/07/01
02-0024	Bentley	10%	2013/01/01
03-0029	Bittern Lake	5%	2015/01/01
02-0030	Black Diamond	10%	2007/01/01
02-0031	Blackfalds	20%	2013/10/01
02-0034	Bon Accord	20%	2013/07/01
02-0039	Bow Island	7%	2013/07/01
02-0040	Bowden	12.55%	2013/10/01
03-0041	Boyle	3%	2015/01/01
03-0042	Breton	20%	2015/01/01
01-0043	Brooks	12.63%	2015/01/01
02-0044	Bruderheim	0%	2013/07/01

Muni Code	Municipality	Rider	Effective
02-0047	Calmar	20%	2013/07/01
01-0048	Camrose	6%	2015/01/01
02-0050	Canmore	8%	2013/10/16
03-0054	Carmangay	0%	2015/04/01
03-0055	Caroline	5%	2015/01/01
02-0056	Carstairs	10%	2015/01/01
03-0061	Champion	15%	2015/04/01
03-0062	Chauvin	9%	2015/01/01
02-0356	Chestermere	11.5%	2014/01/01
03-0064	Chipman	0%	2007/03/01
02-0065	Claresholm	2%	2013/07/01
03-0066	Clive	9%	2013/01/01
03-0068	Clyde	13%	2015/01/01
02-0069	Coaldale	11%	2015/01/01
02-0360	Coalhurst	5%	2015/01/01
02-0070	Cochrane	15%	2015/01/01
03-0076	Coutts	3%	2004/01/01
03-0077	Cowley	5%	2011/01/01
03-0078	Cremona	10%	2009/01/01
02-0079	Crossfield	0%	2015/01/01
09-0361	Crowsnest Pass	16%	2013/04/01
03-0081	Czar	5%	2013/10/01
02-0082	Daysland	5%	2013/07/01
02-0086	Devon	13%	2013/01/01
02-0088	Didsbury	12.50%	2012/01/01
02-0091	Drayton Valley	8%	2008/03/01
03-0093	Duchess	12%	2010/01/01



MUNICIPAL FRANCHISE FEE RIDERS

Effective: the first of the month following Commission approval for consumption from the first of the month following Commission approval

Muni Code	Municipality	Rider	Effective
02-0095	Eckville	10%	2015/01/01
03-0096	Edberg	6%	2010/01/01
03-0097	Edgerton	16%	2015/01/01
02-0100	Edson	5%	2015/01/01
03-0109	Ferintosh	9%	2015/01/01
03-0112	Foremost	5%	2014/01/01
01-0117	Fort Saskatchewan	0%	2013/10/01
02-0124	Gibbons	10%	2013/01/01
03-0128	Glenwood	0%	2002/04/01
02-0135	Granum	5.50%	2013/07/01
02-0143	Hardisty	5%	2013/10/01
03-0144	Hay Lakes	7%	2015/01/01
02-0148	High River	20%	2015/07/01
03-0149	Hill Spring	5%	2015/09/01
02-0151	Hinton	10.70%	2013/01/01
03-0152	Holden	3.50%	2015/01/01
03-0153	Hughenden	3%	2015/07/01
03-0154	Hussar	10%	2015/01/01
02-0180	Innisfail	8%	2013/01/01
03-0182	Irma	20%	2015/01/01
02-0183	Irricana	0%	2013/10/01
04-0185	Island Lake	0%	2006/05/01
02-0188	Killam	6%	2015/01/01
01-0194	Lacombe	6.20%	2013/10/01
02-0197	Lamont	5%	2013/07/01
01-0200	Leduc	16%	2014/01/01
02-0202	Legal	0%	2013/07/01
03-0207	Lomond	0%	2002/05/01
03-0208	Longview	15%	2008/01/01
03-0209	Lougheed	5%	2011/01/01
02-0211	Magrath	8%	2010/01/01
02-0215	Mayerthorpe	6%	2013/07/01
02-0218	Milk River	10%	2013/01/01
02-0219	Millet	11%	2014/01/01
03-0220	Milo	15%	2014/01/01
02-0224	Morinville	20%	2013/07/01
04-0230	Nakamun Park	0%	2013/10/01
02-0232	Nanton	5%	2013/07/01
03-0233	New Norway	6%	2009/01/01
03-0236	Nobleford	0%	2013/10/01
04-0237	Norglenwold	5%	2015/01/01

Muni Code	Municipality	Rider	Effective
02-0238	Okotoks	10%	2014/04/01
02-0239	Olds	8.59%	2015/01/01
02-0240	Onoway	7.50%	2013/01/01
04-0374	Parkland Beach	0%	2015/01/01
02-0248	Penhold	19%	2014/01/01
02-0249	Picture Butte	8%	2015/01/01
02-0250	Pincher Creek	13%	2015/01/01
02-0257	Provost	20%	2015/01/01
02-0261	Raymond	10%	2015/01/01
02-0265	Redwater	0%	2013/07/01
02-0266	Rimbey	14%	2015/01/01
02-0268	Rocky Mtn House	10%	2015/01/01
03-0270	Rockyford	5%	2015/04/01
03-0272	Rosemary	8%	2014/01/01
03-0276	Ryley	0%	2013/10/01
04-0279	Seba Beach	4%	2014/01/01
02-0280	Sedgewick	6%	2014/01/01
04-0283	Silver Sands	3%	2008/02/01
04-0369	South Baptiste	0%	2005/05/01
04-0288	South View	0%	2008/02/01
01-0291	Spruce Grove	18.75%	2014/01/01
01-0292	St. Albert	0%	2002/05/01
03-0295	Standard	0%	2015/01/01
02-0297	Stavely	3%	2015/01/01
03-0300	Stirling	8%	2015/01/01
02-0301	Stony Plain	20%	2015/01/01
02-0303	Strathmore	10%	2014/01/01
03-0304	Strome	8%	2003/04/01
02-0307	Sundre	5%	2013/01/01
04-0386	Sunrise Beach	0%	2008/08/01
04-0308	Sunset Point	0%	2003/03/01
02-0310	Sylvan Lake	10%	2013/10/01
02-0311	Taber	20%	2013/10/01
03-0315	Thorsby	20%	2015/01/01
02-0318	Tofield	5%	2015/01/01
02-0321	Turner Valley	10%	2009/01/01
02-0326	Vauxhall	2%	2015/01/01
02-0331	Viking	8%	2013/07/01
02-0333	Vulcan	20%	2013/10/01
03-0364	Wabamun	5%	2015/01/01
02-0335	Wainwright	3%	2015/01/01

**MUNICIPAL FRANCHISE FEE RIDERS**

Effective: the first of the month following Commission approval for consumption from the first of the month following Commission approval

Muni Code	Municipality	Rider	Effective
03-0338	Warburg	10%	2015/01/01
03-0339	Warner	0%	2002/04/01
02-0345	Westlock	12%	2013/07/01
01-0347	Wetaskiwin	10%	2013/10/01

Muni Code	Municipality	Rider	Effective
02-0350	Whitecourt	2.22%	2015/01/01

August 20, 2024

Village of Hill Spring
11 E 2nd Ave South
P.O. Box 40
Hill Spring, Alberta, TOK 1E0

Attention: Greg Robinson, Chief Administrative Officer

Subject: Renewal of Electric Distribution System Franchise Agreement, dated September 1, 2015, between FortisAlberta Inc. ("**FortisAlberta**") and the Village of Hill Spring (the "**Municipality**") (the "**Agreement**")

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

Please be advised that the Initial Term of the Agreement is scheduled to expire on August 31, 2025 and FortisAlberta, pursuant to Article 3 of the Agreement, hereby provides the Municipality with written notice of its intention to renew the Agreement.

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

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

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

Acknowledged and agreed to:

Signature: _____
Name: _____
Title: _____
Date: _____

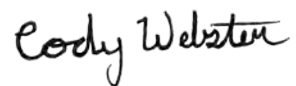
Village of Hill Spring

August 20, 2024

Page | 2

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

Sincerely,

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

Cody Webster
Stakeholder Relations Manager

FRANCHISE DETAILS

- » In Disposition 20611-D01-2015, dated July 15, 2015, the Alberta Utilities Commission approved the franchise agreement between the Village of Hill Spring and FortisAlberta.
- » The approved franchise agreement was effective September 1, 2015, with a term of 20 years:

Initial Term	10 years	September 1, 2015 to August 31, 2025
First Subsequent Term	5 years	September 1, 2025 to August 31, 2030
Second Subsequent Term	5 years	September 1, 2030 to August 31, 2035

- » Village of Hill Spring gave third reading and passed Bylaw No. 2015-315, on August 19, 2015, to enter into the franchise agreement.

RENEWAL AND NEXT STEPS

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

3) EXPIRY AND RENEWAL OF AGREEMENT

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

This requires:

- » FortisAlberta to give written notice to the Village of Hill Spring prior to August 31, 2024, of its intention to renew the franchise agreement.
- » The Village of Hill Spring to agree in writing to the renewal prior to February 28, 2025.

Included is FortisAlberta's written notice of its intention to renew the franchise agreement.

If you have any questions or concerns and would like to schedule a meeting to further discuss, please feel free to contact me at your convenience.



Village of Hill Spring Franchise Agreement Renewal



Cody Webster
Stakeholder Relations Manager



583,500+

customers (residential, farm and industrial sites)

129,000 km+

of power lines



1.1 million+

power poles

60%

of Alberta's electric distribution network



17,000 GWh

of electricity delivered per year

15%

of electricity delivered each year is generated by renewable sources connected to our system

240

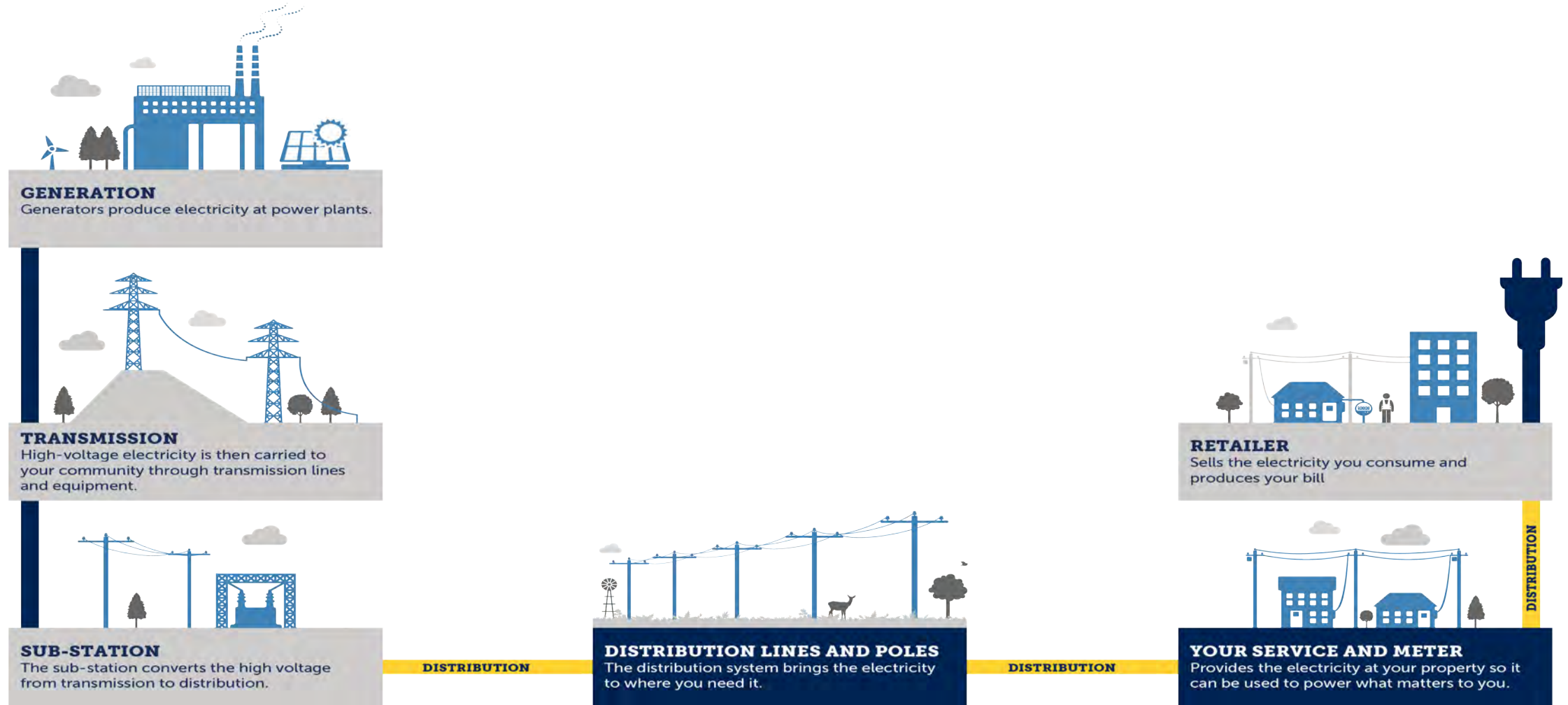
number of communities we operate in



1300+

Albertans employed

Alberta's Electric System



History

- » Prior to 2001, municipalities and utilities would negotiate “one-off” agreements. This was time consuming for all parties.
- » In 2012, Alberta Municipalities, ATCO and FortisAlberta received AUC approval to use a standardized franchise agreement template.
- » In 2015, the AUC introduced a streamlined approval process for franchise agreements.



Franchise Agreements

An agreement between the Municipality and FortisAlberta granting exclusive rights to:

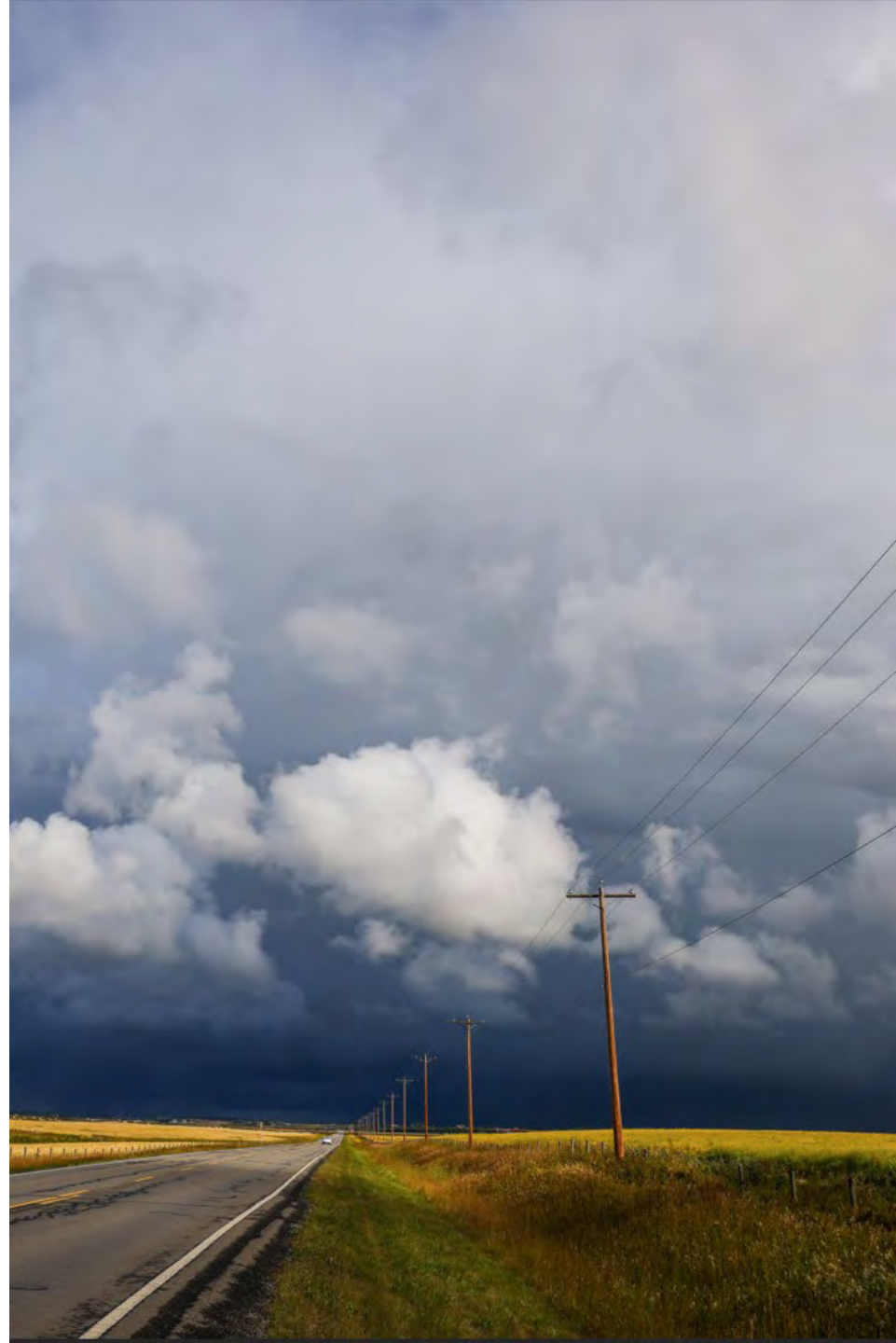
- » Provide essential electric distribution service
- » Operate and maintain the electric distribution system
- » Use of municipal rights-of-way



Current Agreement

The Village of Hill Spring and FortisAlberta entered into the current Franchise Agreement through bylaw No. 2015-315.

- » The current franchise agreement, was effective on September 1, 2015. Which includes a 10-year term and two five-year subsequent terms.
- » The initial term is set to expire on August 31, 2025
- » Renewal would be effective until August 31, 2030



Benefits

- » Long term partnership
- » Provides another source of revenue
- » Service level commitment to maintain streetlights
- » Cost of relocation may be collected through a rider
- » Joint use of facilities
- » Reduces liability for municipality
- » Schedule B – for additional services



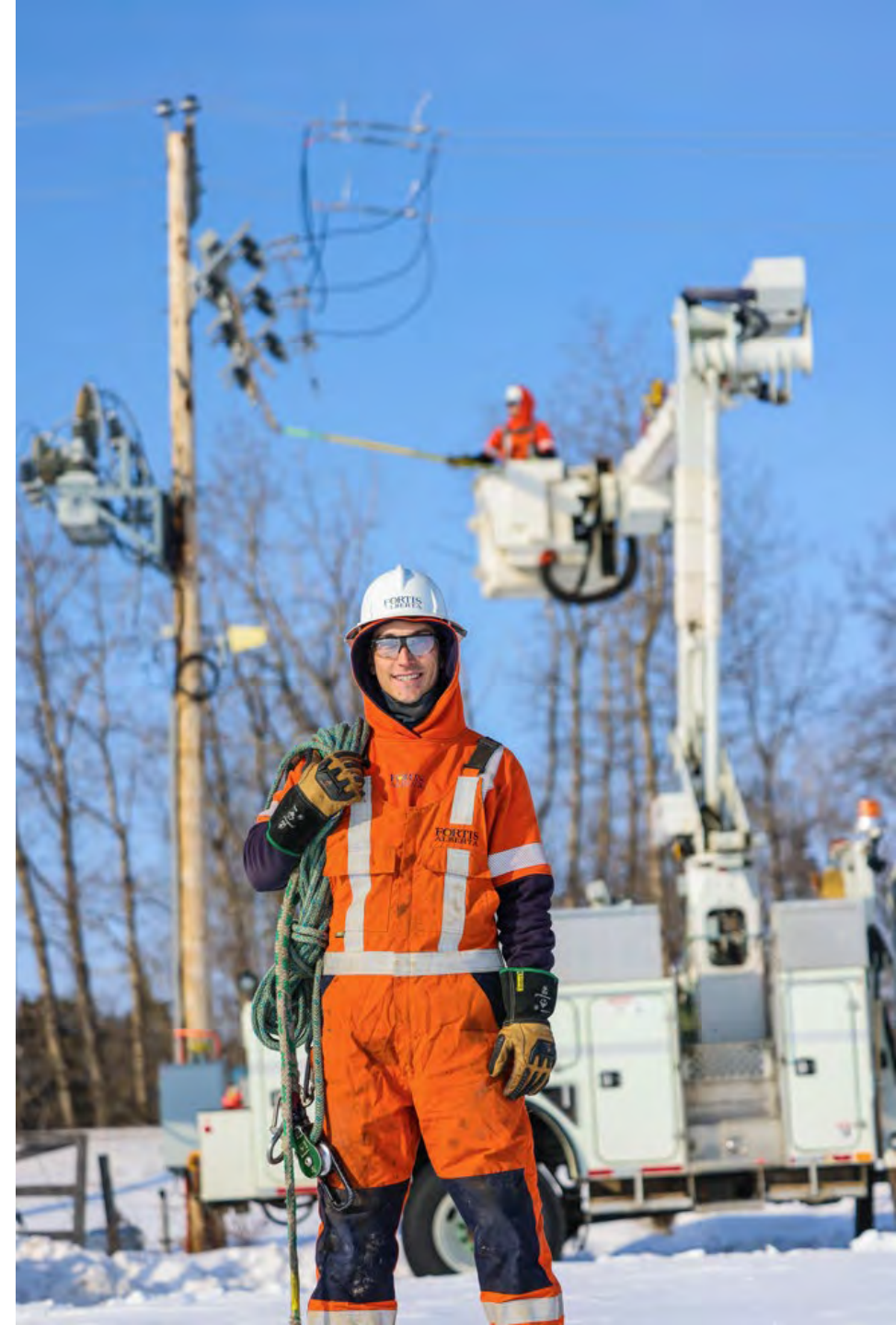
Franchise Fees

- » Allows Municipalities to receive an additional revenue source from all electrical users within your community
- » Based on Distribution and Transmission
- » The percentage is determined annually by Council and can be set between 0% to a cap of 20%
- » Percentage changes require AUC approval
- » FortisAlberta flows 100% back to the municipality



Linear Taxes

- » FortisAlberta pays linear taxes
 - » Municipal Assessment Rider is a linear tax (property tax) determined in part by the local taxation authority
 - » Linear Tax is based on FortisAlberta assets within your community
- » FortisAlberta flows 100% back to the municipality



Historic Franchise Fee

Rate Code by Franchise Fee	2021	2022	2023
Franchise Fee %	5.00%	5.00%	5.00%
11 - Residential Service	\$3,561	\$3,901	\$3,869
31 - Street Lights	\$309	\$321	\$339
41 - Small General Service	\$700	\$824	\$1,101
61 - General Service	\$579	\$577	\$543
Grand Total	\$5,148	\$5,623	\$5,853

Historic Linear Tax

Rate Code by Linear Tax	2021	2022	2023
11 - Residential Service	\$1,529	\$1,202	\$823
31 - Street Lights	\$130	\$94	\$73
41 - Small General Service	\$293	\$241	\$235
61 - General Service	\$247	\$176	\$115
Grand Total	\$2,199	\$1,713	\$1,246

Municipal Comparison

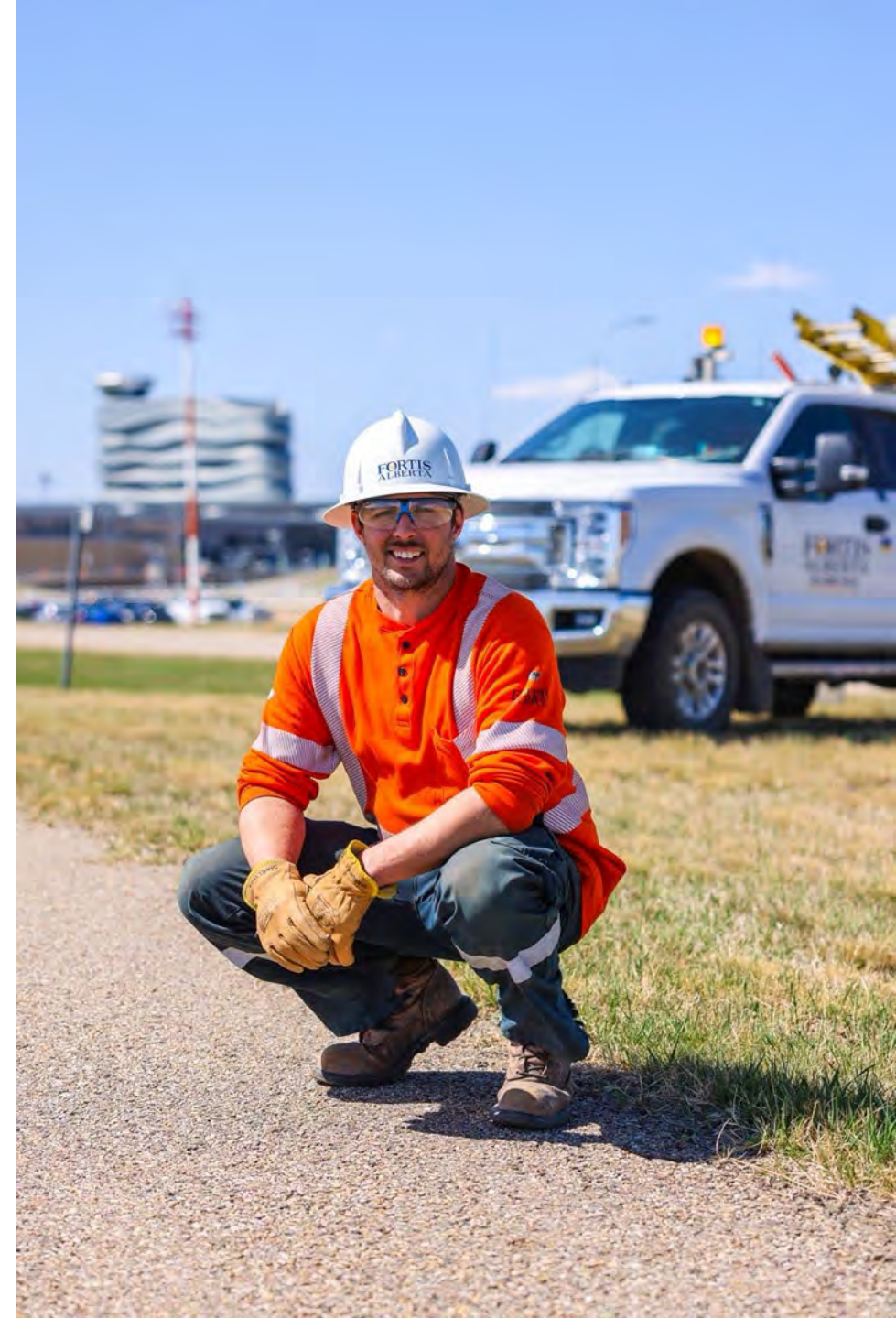
» Franchise fee and linear tax information is public and can be found on FortisAlberta website for all municipalities in our service area

	Hill Spring	Arrowwood	Carmangay	Coutts	Cowley	Glenwood	Lomond
*Population	178	198	287	244	219	291	199
2024 Franchise Fee %	5.00%	12.00%	15.00%	3.00%	5.00%	5.00%	15.00%
2024 Linear Tax %	1.11%	1.48%	1.16%	1.79%	1.04%	2.97%	2.13%

*2023 Population Data collected from Alberta Government Website Municipal (Census Subdivision) Population

Next Steps

- » Prior to February 28, 2025
 - » Provide signed letter of intent to FortisAlberta
- » Prior to August 31, 2025
 - » FortisAlberta files acceptance to the AUC
- » September 1, 2025
 - » 5-year renewal is implemented



CAO Report

COUNCIL MEETING OCT 15, 2024

The following report is designed to provide Council with an update on the activities and projects of the Village. The report is not intended to provide an all-encompassing review of Village or CAO activities. The intent is to provide Council with a brief update on some of the more note worthy activities and events.

Alberta Municipalities Association Convention

In September, Councillor Shideler and I attended the annual ABMUNIS convention in Red Deer. Representatives from virtually all urban Cities, Towns and Villages attended this 3 day event. We heard from a number of important speaking sessions. We also were able to hear from the Premiere on where the province is headed and how they interact with all municipalities. At the convention, we also vote on a number of important issues that the association then helps advocate for all municipalities with the province. This was a great conference and very well attended.

Spring Glen Water Commission

The full board was able to hold their very first meeting in Glenwood. At this meeting they reviewed the legislative documents and met as a board to discuss important first steps as they prepare for their first operational year

2024 Capital Budget Projects v2

We have made some great progress on finishing off our capital projects. We were able to pick up a gently used truck for village use. As well, we are working on a community hall refresh and office renovation. Hoping this will be completed before the busy Christmas season.

Summer Work

Huge thanks to Benny as he has completed his summer contract with the Village. We have had very positive feedback on the work we have completed this year. We have begun some small beautification planning for 2025 and hope to see improvements again next year.

Regional Emergency Tabletop Exercise

In preparation for the large multi community tabletop exercise on Oct 24, Myself and Mayor Davis attended a prep meeting in Cardston. Representatives from all communities within the County of Cardston attended this meeting. As well, I attended a CAO meeting with other municipalities for our preparation. This is a large undertaking. Reps from community groups, schools, municipalities and the province are all there to support this process to help us be better prepared for a future emergency.

MINUTES OF THE CARDSTON COUNTY EMERGENCY SERVICES AUTHORITY MEETING HELD SEPTEMBER 5, 2024, AT THE CARDSTON COUNTY EMERGENCY SERVICES AUTHORITY BUILDING

Board Members Present:

Paula Brown – Town of Cardston
Tom Nish – Cardston County
Doral Lybbert – Village of Glenwood

Cam Francis – Cardston County
Don Shideler – Village of Hill Spring
John Grainger – Town of Cardston

Others Present:

Danny Melvin – Fire Chief

Suzanne Pierson – Secretary/Treasurer

Commenced at 5:15 p.m.

Paula Brown in the chair.

Opening Prayer: Paula Brown

AGENDA

Cam Francis moved to approve the agenda as amended.

Carried

MINUTES

Tom Nish moved to accept the meeting minutes of June 6, 2024, as presented.

Carried

NEW BUSINESS

Danny Melvin reported that the June Emergency Services statistics are: 3 MVCs, 3 false alarms, 1 structure fire (Town of Cardston), and 1 support.

Danny Melvin reported that the July Emergency Services statistics are: 5 MVCs (1 - Station 2/3), 1 false alarm, 1 structure fire, 3 supports (1 – Station 2/3) and 8 grass fires (4 – Station 2/3).

Danny Melvin reported that the August Emergency Services statistics are: 3 MVCs, 2 false alarms, 1 structure fire, 3 supports, and 1 MFR.

Danny Melvin advised that effective July 8, 2024, there was a slight boundary change between Cardston and Magrath for answering emergencies. Dispatch has made the changes in its CAD system.

Danny Melvin advised that on July 10, 2024, casino funds were used to purchase a slip-in rescue skid package to go in the back of the gator. It is scheduled to arrive in five weeks.

Danny Melvin advised that the new grass fire truck equipment is on order with more parts coming in the next few weeks. There have delays in the supply of parts. It will replace Engine 5 which then can be sold.

Danny Melvin reported that a fire restriction was implemented on July 30, 2024, and is still in effect. The Town of Cardston would like to burn at the Transfer Station but it is still unsafe.

Danny Melvin advised that a new fire engine through Acres Industry has greatly increased in price. If the Authority purchases the chassis before 2026 the cost will be lower than the scheduled replacement in 2028. The board will take the information back to their municipalities and come up with a decision for the next meeting.

Danny Melvin reported that the straightening of the intersection by the Firehall will cause the Firehall to lose some of its parking. Paula Brown will get the drawings for Danny to review. There can not be a Firehall extension on the east side with the road development.

Danny Melvin advised that on August 22, 2024, the auditor was here to review the books. They will attend the October board meeting to give a presentation.

Danny Melvin reported that there is a tabletop exercise scheduled for October 24, 2024, with all areas of Cardston County taking part.

Danny Melvin advised that on August 27, 2024, the Alberta Fire Chief Association sent out a survey regarding firefighter retention. Danny will email the survey to the board members to complete.

Danny Melvin reported that as of September 2, 2024, the Authority has responded to 104 calls in Waterton with only two fatalities this summer. The Waterton contract is in effect until the end of September. Danny hasn't secured an agreement for 2025 with Waterton but will continue to work to get something in writing.

Danny Melvin advised that there have been radio failures due to the age of the radios. Danny would like to switch over to the AFFRCS radio system. This would mean that 28 handheld radios and 11 mobile units be purchased.

24-07 Doral Lybbert moved to allocate up to 132,000 from reserves to purchase 28 AFFRCS handheld radios and 11 mobile units. Carried

Danny Melvin reported that Waterton has expressed interest in purchasing the truck in Glenwood once it is available.

Danny Melvin presented signage for the Fire Hall as there is currently no sign on the building. The presented sign is a 4' x 32' for 3, 200. The board would like a quote for a smaller sign and a backlit sign.

24-08 Cam Francis moved to have the Chairman investigate finding funding for the lights around the outside of the Fire Hall. Carried

Danny Melvin advised that no quotes for the Firehall repairs have come in yet. If no interest is shown he will get quotes from out-of-town contractors. The board wants Danny to ensure he has given all contractors within the Authority a chance to provide a quote before going to an out-of-town contractor.

Danny Melvin reported that he would like to see the fire billing rate the same for all municipalities within the Authority.

Tom Nish moved to approve Danny Melvin's report.

Carried

CORRESPONDENCE

A letter from the Payne Lake Campground regarding the fire ban.

Filed

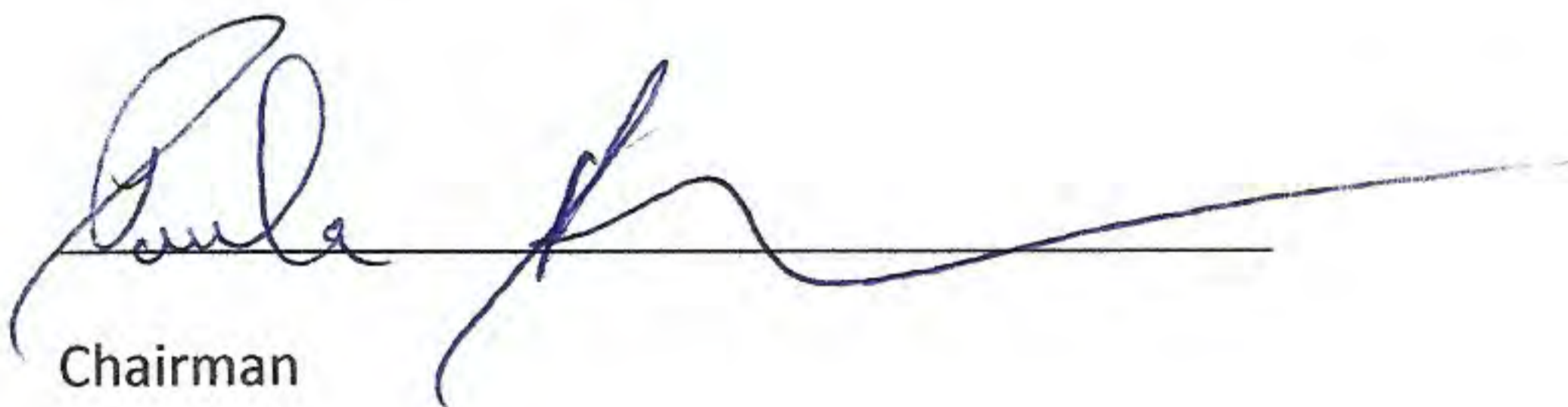
ADJOURNMENT

Don Shideler moved to adjourn.

Carried

Adjournment at 6:01 p.m.

The next board meeting is scheduled for Thursday, October 3, 2024, at 5:15 p.m. at the Cardston County Emergency Services Building.



Chairman

**MINUTES OF THE CHIEF MOUNTAIN REGIONAL SOLID WASTE SERVICES COMMISSION MEETING HELD
JUNE 12, 2024, AT THE TOWN OF MAGRATH.**

Members Present:

Brian Wickhorst – Village of Glenwood
Byrne Cook – Town of Magrath
Larry Liebelt – Town of Milk River
Bryce Coppieters – Town of Raymond

Tanya Smith – Village of Coutts (Zoom)
Wayne Harris – Cardston County
Randy Taylor – County of Warner

Others Present:

Marian Carlson – SEO
Suzanne Pierson – Secretary/Treasurer

Lee Beazer – Operator

Commenced at 5:03 pm

Byrne Cook in the Chair.

AGENDA

Bryce Coppieters moved that the agenda be approved as amended.

Carried

MINUTES

Wayne Harris moved that the minutes of the April 10, 2024, regular board meeting be adopted as presented.

Carried

NEW BUSINESS

The SEO advised that she has attended 10 Council meetings and is scheduled to attend Glenwood today.

The SEO reported that the website statistics for May 2024, were 250 visits.

Randy Taylor moved to approve the SEO's report.

Carried

The Operator advised that 908.99 tonnes of waste were delivered to the Landfill in April 2024 and 908.68 in May 2024, leaving the year's available tonnage at 5,880.69 tonnes.

The Operator advised that Standoff has started hauling some waste directly to the Landfill. The board would like a record of loads brought to the Landfill.

The Operator reported that quotes have been received for a skid steer as per the budget. The Operator will order a skid steer from Chinook Equipment.

Bryce Coppieters moved to approve the Operator's report.

Carried

Tanya Smith arrived by Zoom at 5:12 p.m.

Financial Statement

The Financial Statements for April 30, 2024, and May 31, 2024, were reviewed.

Brian Wickhorst moved to accept the April 30, 2024, and May 31, 2024, Financial Statements. Carried

Approval of Bills

Bills for April 2024 and May 2024 were reviewed.

Wayne Harris moved to approve the bills for April 2024 and March 2024. Carried

The Secretary/Treasurer reviewed the Statement of Receipts and Disbursements, which now has the 2023 actual figures based on the trial balance from Avail's audit.

24-10 Bryce Coppieters moved to approve the Statement of Receipts and Disbursements for 2023. Carried

The Operator received a quote for the wind fence at the Stirling Transfer Station. Bryce Coppieters suggested contacting Raymond to see if the wind fence is adequate. The board wants a chain link fence used at the Stirling Transfer Station.

The board reviewed the Request for Decision regarding the Regional Transfer Stations Redevelopment.

24-11 Larry Liebelt moved to accept the proposal from Morrison Hershfield (now Stantec) in the amount of \$99,692 for the Regional Transfer Stations Redevelopment Project and the additional value added feature in the amount of \$1,500 for the Climate Change Screening. Carried

Wayne Harris inquired as to when the requisitions are due. The requisitions are due April 30th and September 30th each year.

CORRESPONDENCE

A letter from the Town of Magrath regarding the final annexation report. Filed

A letter from the Land & Property Rights Tribunal regarding the notice of annexation hearing on July 15, 2024, at 10:00 a.m. via WebEx. Filed

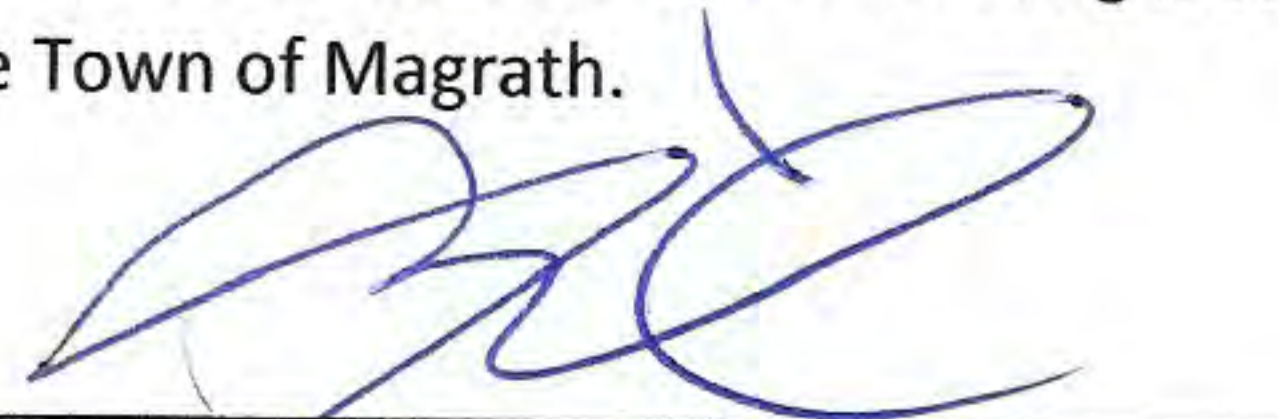
Randy Taylor moved correspondence for information. Carried

ADJOURNMENT

Bryce Coppieters moved the meeting adjourned.

Adjournment at 5:55 p.m.

The Next Commission board meeting is scheduled for Wednesday, September 11, 2024, at 5:00 p.m. in the Town of Magrath.



Chairman



SHAPING ENERGY FUTURE COMPETITIVENESS

In Southern Alberta

Join us in conversation with community leaders on the future of competitiveness, barriers, and opportunities in the energy system of tomorrow.

Oct 8: online orientation

Oct 23: in-person workshop
Heritage Inn, Pincher Creek



Registration required: please scan the QR code or email sspence@energyfutureslab.ca

In partnership with



Alberta SouthWest Regional Alliance

Minutes of the Board of Directors Meeting

Wednesday, September 4, 2024–Country Encounters, Crowsnest Pass



Board Representatives

Brad Schlossberger, Claresholm
 Barbara Burnett, Cowley
 Blair Painter, Crowsnest Pass
 Cam Francis, Cardston County
 Kevin Todd, Nanton
 Barbara Clay, Waterton
 Tim Court, Cardston

Guests and Resource Staff

Greg Long, LRSD
 Sacha Anderson, CF Crowsnest Pass
 Marie Everts, JET
 Brandie Lea, PrairiesCan
 Bev Thornton, AlbertaSW

- | | | |
|---|------------------------------|---|
| 1 | Call to Order/ | Vice-Chair Brad Schlossberger called the meeting to order. |
| 2 | Approval of Agenda | Moved by Blair Painter THAT the agenda be approved with addition of Blackfoot Signage Project update
Carried. [2024-09-912] |
| 3 | Approval of Minutes | Moved by Cam Francis THAT the Minutes of July 31, 2024, be approved as presented.
Carried. [2024-09-913] |
| 4 | Approval of Cheque Register | Moved by Kevin Todd THAT cheques #3438 to #3449 be approved as presented.
Carried. [2024-09-914] |
| 5 | REDA letter to Premier Smith | Board reviewed letter and, further to motion 2024-07-909, will send letter with discussed revisions. |
| 6 | REDA Chairs/Managers meeting | A meeting to discuss possible next steps for REDAs is being scheduled for Tuesday, September 24, in Red Deer, prior to Alberta Municipalities Convention. Bev will share details as agenda is finalized. |
| 7 | AlbertaSW Operations Summary | Draft of project summary reviewed.
Board prefers full summary, and in print form as well as digital to share with Councils. Bev will update the document and print copies for next meeting. |
| 8 | MECAP Speaker Series Plan | Phase 2 of Manufacturing, Energy, Construction, Ag Processing project will be an “Industry Leaders Forum” and speaker series on the following dates, 3rd Wednesday of each month from 12 noon to 2:00pm:
Wednesday, September 18 Manufacturing (virtual)
Wednesday, October 16 Workforce (in-person)
Wednesday, November 20 Supply Chain (Virtual)
Wednesday, December 18 Agri-value (Virtual)
January TBD Energy |
| 9 | New NRED Guidelines | Board reviewed new guidelines and discussed project possibilities.
Bev will begin a draft project description and circulate for added input. |

10	Blackfoot Signage Project	The pilot project, led by Community Futures Lethbridge Region is deemed a success, and funding will be secured for Phase 2. There is interest in expanding the opportunity and making it open to AlbertaSW businesses and communities. An important part of this will be to engage the Piikani Nation to assist with correctness of translation and interpretation and strengthen partnerships and relationships. It is an opportunity to further build upon the principles of the MOU in place with Blood Tribe.
11	Executive Director Report	Accepted as information.
12	Round table	Accepted as information.
13	Upcoming Board Meetings	<ul style="list-style-type: none"> ➤ Wednesday, October 2, 2024 location TBD; Parks Canada invited ➤ Wednesday, November 6, 2024 - TBD; date of RMA ➤ Wednesday, December 4, 2024-Organizational Meeting-Pincher Creek
14	Adjourn	Moved by Blair Painter THAT the meeting be adjourned. Carried. [2024-09-915]

Approved October 2, 2024.....

Executive Director Report September 2024

MEETINGS and PRESENTATIONS

Sept 4: Blackfoot Signage project meeting

Sept 4: AlbertaSW Board Meeting, Crowsnest Pass

Sept 5: Meeting with GoGood Travel and Flying compass, Zoom

Sept 9: Meeting with Travel Alberta and SCR re: overview of TDZ consultations, Teams

Sept 9: Meeting with Aimee Benoit, Heritage Canada Funding programs, Teams

Sept 10: RINSA planning meeting, Lethbridge

Sept 10: Tourism Lethbridge Advisory Committee Meeting (regrets)

Sept 11: Planning meeting with Energy Futures Lab, Zoom

Sept 11: Meeting with MediaPlanet (National Post) re: regional promotion, Zoom

Sept 12: Highway3 Twinning Development Association meeting, Lethbridge

Sept 16: Consultation meeting with Travel Alberta, Pincher Creek

Sept 17: REDA Managers Meeting, Zoom

Sept 17: Energy Futures Lab convening team meetings, Zoom

Sept 17: present mapping project idea to University of Lethbridge Geography 3700 class, Zoom

Sept 18: Economic Development Lethbridge board meeting, Lethbridge

Sept 18: Session 1 of MECAP speaker series, Zoom (16 participants)

Sept 24: REDA Chairs and Managers in-person meeting cancelled (Red Deer)

Sept 24: NRED information webinar, Teams

Sept 25: Meeting with Geography 3700 student team, professor, and InnoVisions re: mapping project, Zoom

Sept 26: MECAP planning meeting conference call

Sept 26: IEDC-AEDO Accreditation Committee meeting, Zoom

PROJECT MANAGEMENT and REPORTING

- Presentation ideas for Energy Futures Lab (EFL) pilot project development
- Coordinate REDA stories for 2025 EDA Invest/Xperience magazine
- Compile RBL updates
- Continued tweaks to new website and on-line tools
- Scenario planning for Crown of the Continent Geotourism Council
- REDA managers plans and ideas for next steps
- Renew subscriptions and web domains
- Planning for Southern Economic Summit March 27, 2025 tentatively at Lethbridge Agri-Food Hub
- Planning for next phase of Blackfoot Signage Project

INVESTMENT ATTRACTION and REGIONAL PROMOTION

- Continued collaboration regarding options for future REDA operations
- Participate in Travel Alberta Tourism Development Zone consultations
- Provide data and support to University of Lethbridge Geography 3700 student mapping project
- Planning for upcoming Southern Economic Summit-March 27, Agrifood Hub
- Invited to be guest speaker at opening session of Energy Futures Lab pilot project

Alberta SouthWest Bulletin October 2024

Regional Economic Development Alliance (REDA) Update

❖ Check out Connect4Commerce...

This innovative on-line tool is licensed as a partnership of AlbertaSW, Community Futures Alberta Southwest, and Community Futures Crowsnest Pass. The tool is aligned with the real estate industry and automatically updates all MLS listings in the region every 24 hours.

A unique and useful feature: municipal assets can also be manually entered and listed.

All community listings are on the regional, and member communities can also arrange to have their listings branded and accessible on their own sites! <https://www.albertasouthwest.com/real-estate-tools>



❖ Municipal support for REDAs

On September 26 a resolution presented at Alberta Municipalities requested that the province continue to invest in operational support for Regional Economic Development Alliances in Alberta. The vote was 79.4% in favour.



❖ Waterton Lakes National Park visitation 2024

Christy Gustavison, Visitor Experience Manager, reported 500,000 visitors to the park as of September 30. Travel Alberta, South Canadian Rockies, our highway corridors and collaborative communities can play a role in creating positive visitor experiences. Further Parks Canada data analysis will be available in spring 2025.

❖ Manufacturing, Energy, Construction, Ag Processing (MECAP)

The first session of the speaker series was held on September 18... great presentations from

o **David Munro**, Manufacturing Consortium Manager, BC, AB, SK & MB

Excellence in Manufacturing Consortium (EMC) <https://emccanada.org/>

o **David Rist**, Quality & Productivity Leader,

Manufacturing Export Enhancement Cluster (MEEC) <https://www.meecluster.ca/>

o And joined by **Joseph Henke** Program Specialist

ENBIX (Emissions-Neutral Building Information Exchange) <https://www.enbix.ca/>



~~ PROJECT EVENTS THIS MONTH! ~~

Join the next event in the AlbertaSW **MECAP Industry Leaders Forum Speaker Series !**

o **Wednesday, October 16** 12:00-2:00pm (In-person; lunch served)-Town Office, Claresholm

TO REGISTER... e-mail bev@albertasouthwest.com or NatalieGibson@shaw.caMore details to follow!

NOTE: Mark your calendar and register ahead of time for the other virtual events in the series!

o **Wednesday, November 20** 12:00-2:00pm **Supply Chain (Virtual)**

o **Wednesday, December 18** 12:00-2:00pm. **Agri-value (Virtual)**

❖ Energy Futures Lab (EFL) pilot project: SHAPING ENERGY FUTURE COMPETITIVENESS in Southern Alberta



Energy development leads to conversations about community prosperity, regulations, land use, and best practices. Join the conversation to address issues, strengthen leadership, ask the right questions, and create possible answers!

o **Tuesday, October 8** 11:00am to 1:00pm (Virtual) Orientation and introduction to the project (

o **Wednesday, October 23** 8:45am to 5:00pm (In-person; lunch served)-Heritage Inn, Pincher Creek

This is a two-day workshop condensed into one day. Details to follow!

TO REGISTER please email sspence@energyfutureslab.ca

Alberta SouthWest Regional Economic Development Alliance

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Village of Hill Spring COUNCIL ORGANIZATIONAL MEETING AGENDA - DRAFT

**Hill Spring Council Chambers
Tuesday October 15, 2024 at 6:00 p.m.**

1. CALL COUNCIL MEETING TO ORDER BY ADMINISTRATOR
2. NOMINATE & APPOINT MAYOR AND DEPUTY MAYOR
3. MAYOR CHAIRS THE MEETING
4. APPROVAL OF AGENDA
5. DATE, TIME AND PLACE OF REGULAR COUNCIL MEETINGS – RESOLUTION NEEDED
6. APPOINT ASSESSOR – RESOLUTION NEEDED
7. COMMITTEE/BOARDS APPOINTMENTS

Committee / Organization	Council Representative for Present 2023/2024	2024/2025
AB Southwest Regional Alliance	MONTE CHRISTENSEN	MONTE CHRISTENSEN
Cardston County Emergency Services	MIKE NISH	MIKE NISH
Cemetery Committee	DON SHIDLER	DON SHIDLER
Chief Mountain Solid Waste	MIKE NISH	MIKE NISH
Chinook Arch Regional Library Foundation	SUZANNE FRENCH	SUZANNE FRENCH
Chinook Foundation	DON SHIDLER	DON SHIDLER
Community Hall Committee	MONTE CHRISTENSEN	MONTE CHRISTENSEN
Deputy Mayor	MONTE CHRISTENSEN	

Twin Rivers Economic Development	MONTE CHRISTENSEN	MONTE CHRISTENSEN
Emergency Management	DWIGHT DAVIS	DWIGHT DAVIS
Family & Community Support Services Association of Alberta (FCSS)	DWIGHT DAVIS	DWIGHT DAVIS
Joint Service Water Committee	MONTE CHRISTENSEN, DWIGHT DAVIS	MONTE CHRISTENSEN, DWIGHT DAVIS
Mayor	DWIGHT DAVIS	
Mayors and Reeves of Southern Alberta	DWIGHT DAVIS	
Municipal Planning Commission	ALL OF COUNCIL	ALL OF COUNCIL
Oldman River Regional Services (ORRSC)	SUE FRENCH	SUE FRENCH
Regional Assessment Review Board	ORRSC	ORRSC
Southern Alberta Energy From Waste Association	NO APPOINTMENT	
Spring Glen Park Society	DWIGHT DAVIS	DWIGHT DAVIS
Joint Water Commission	MIKE NISH, DWIGHT DAVIS	MIKE NISH, DWIGHT DAVIS

8. ADJOURNMENT