



**AGENDA
REGULAR MEETING OF THE BARRHEAD TOWN COUNCIL
TUESDAY, NOVEMBER 22, 2022 AT 5:30 P.M.
IN THE TOWN OF BARRHEAD COUNCIL CHAMBERS**

Present

Others Present

Regret

1. Call to Order
2. Consideration of Agenda (Additions - Deletions)
3. Confirmation of Minutes
 - (a) Regular Meeting Minutes – November 8, 2022
4. Public Hearings
 - (a) There are no Public Hearings
5. Delegations
 - (a) Delegation at 5:30 p.m. – Mr. Glenn van Dijken – MLA for Athabasca-Barrhead-Westlock
 - (b) Delegation at 6:00 p.m. – Ms. Dora L’Heureux, from FortisAlberta Inc.
 - (c) Delegation at 7:00 p.m. – Ms. Karen Gariepy, Executive Director, representing the Barrhead & District Family and Community Support Services Society
6. Old Business
 - (a) Parade Route Policy – 32-012
 - (b) Barrhead Public Library – 2023 Operating Budget
7. New Business
 - (a) Member to the Capital Region Assessment Services Commission
 - (b) Financial Statement Report to September 30, 2022
 - (c) Bank Statement for Month Ending October 31, 2022
 - (d) Cancellation of Trade Receivable Accounts
 - (e) Cancellation of Utility Receivable Accounts

8. Reports
 - (a) Council Reports
9. Minutes
 - (a) Barrhead & District Social Housing Association Minutes – September 26, 2022
10. Bylaw
 - (a) There are no Bylaws
11. Correspondence Item
 - (a) Letter dated November 5, 2022 from Barrhead Community Victim Services Unit Association
12. For the Good of Council
13. Tabled Items
14. Closed Session
 - (a) Pursuant to Section 24 – Land of the FOIP Act
15. Adjourn

MINUTES OF THE REGULAR MEETING OF THE BARRHEAD
TOWN COUNCIL HELD TUESDAY, NOVEMBER 8, 2022,
IN THE TOWN OF BARRHEAD COUNCIL CHAMBERS

PRESENT Mayor McKenzie, Crs: T. Assaf, D. Kluin, R. Klumph, A. Oswald, D. Smith and D. Sawatzky

Officials: Ed LeBlanc, CAO, Jennifer Mantay, Director of Corporate Services and Cheryl Callihoo, Director of Development & Legislative Services

Others: Barry Kerton, Barrhead Leader

ABSENT

CALL TO ORDER

Mayor McKenzie called the meeting to order at 5:30 p.m.

AGENDA The agenda was reviewed.

379-22 Moved by Cr. Klumph that the agenda be accepted with the following deletion:

- 8(a) Barrhead & District Social Housing Report

CARRIED UNANIMOUSLY

CONFIRMATION OF MINUTES

The Minutes of the Town Council Organizational Meeting and Town Council Regular Meeting of October 25, 2022, were reviewed.

380-22 Moved by Cr. Kluin that the Minutes of the Town Council Organizational Meeting of October 25, 2022 be accepted as presented.

CARRIED UNANIMOUSLY

381-22 Moved by Cr. Klumph that the Minutes of the Town Council Regular Meeting of October 25, 2022 be accepted as presented.

CARRIED UNANIMOUSLY

DELEGATION

Mayor McKenzie and Council welcomed Ms. Elaine Dickie, Library Director and Ms. Ruth Bohn of the Barrhead Public Library at 5:32 p.m.

Ms. Elaine Dickie, presented and discussed with Council the Barrhead Public Library’s 2023 Barrhead Public Library Budget, as well as their three-year Operational Plan.

Ms. Elaine Dickie stated that the Barrhead Public Library is asking for a 3% COLA, Ms. Dickie stated that the library has 10 staff members, with only two full time members. The requested budget increase would be 3 to 9%.

Council requested a revised 2023 budget with a COLA increase.

EXITED Mayor McKenzie and Council thanked Ms. Elaine Dickie, Library Director and Ms. Ruth Bohn Barrhead Public Library for her presentation and they exited the Chambers at 5:56 p.m.

382-22 Moved by Cr. Assaf that Council accepts the 2023 Barrhead Public Library Budget presentation from Ms. Elaine Dickie and Ms. Ruth Bohn, as information.

CARRIED UNANIMOUSLY

383-22 Moved by Cr. Klumph that Council accepts the 2023-2025 Barrhead Public Library Operational Plan presentation from Ms. Elaine Dickie and Ms. Ruth Bohn, as information.

CARRIED UNANIMOUSLY

**BYLAW 10-2022, AMENDMENT
TO THE LAND USE BYLAW 04-2015**

To amend part of Land Use Bylaw 04-2015 from M1-Industrial to US-Urban Services, as presented.

Council reviewed and discussed.

Council suggested that the Mayor contact Pembina Hills to investigate a possible location for the Day Care.

384-22 Moved by Cr. Assaf that Council deny the request to redistrict Lot 7, Block 7, Plan 792-2873, from MI – Industrial to US – Urban Services as the property would not be a suitable location for a daycare location and refund the application costs.

CARRIED UNANIMOUSLY

**REPORTS TO
COUNCIL**

The following Reports to Council as of November 8, 2022, were reviewed:

- Agricultural Society
- CAO's Report
- Council Action List to October 25, 2022

385-22 Moved by Cr. Assaf that the Agricultural Society Reports to Council as of November 8, 2022, be accepted as information.

CARRIED UNANIMOUSLY

386-22 Moved by Cr. Smith that the CAO's Report be accepted as information.

CARRIED UNANIMOUSLY

387-22 Moved by Cr. Klumph that the Council Action List to October 25, 2022 be accepted as information.

CARRIED UNANIMOUSLY

**MINUTES TO
COUNCIL**

The following Minutes to Council were reviewed:

- Barrhead & District Family and Community Support Services Society – September 15, 2022
- Barrhead Exhibition Association and Agricultural Society Board Meeting Minutes – October 25, 2022

388-22 Moved by Cr. Oswald that the following Minutes to Council be accepted as information.

- Barrhead & District Family and Community Support Services Society – September 15, 2022
- Barrhead Exhibition Association and Agricultural Society Board Meeting Minutes – October 25, 2022

CARRIED UNANIMOUSLY

**CORRESPONDENCE
ITEMS**

The following correspondence items were reviewed:

Letter dated October 19, 2022, from Sheila Gilmour, Mayor of the Town of Fox Creek, directed to the Alberta Justice and Solicitor General's Office, regarding that the province delays moving forward with the current redesign proposal and stops to consult with the municipalities and current Victim Services Units to create a better plan.

Letter dated October 28, 2022, from Rebecca Schulz, Minister of Municipal Affairs, introducing herself to Elected Officials and Public Library Boards.

Letter dated November 1, 2022, from representatives of the Barrhead Vets Men's Hockey Team, regarding the proposed donation of the installation of upgraded hockey shelves for dressing room 5 of the Barrhead Agrena.

Email dated May 21, 2022, from Mr. Paul Nielsen, regarding requests from special interest groups.

389-22

Moved by Cr. Kluin that Council accepts the following correspondence, as information:

- (a) letter dated October 19, 2022, from Sheila Gilmour, Mayor of the Town of Fox Creek, directed to the Alberta Justice and Solicitor General's Office, regarding that the province delays moving forward with the current redesign proposal and stops to consult with the municipalities and current Victim Services Units to create a better plan.
- (b) letter dated October 28, 2022, from Rebecca Schulz, Minister of Municipal Affairs, introducing herself to Elected Officials and Public Library Boards.
- (c) letter dated November 1, 2022, from representatives of the Barrhead Vets Men's Hockey Team, regarding the proposed donation of the installation of upgraded hockey shelves for dressing room 5 of the Barrhead Agrena.
- (d) email dated May 21, 2022, from Mr. Paul Nielsen, regarding requests from special interest groups.

CARRIED UNANIMOUSLY

**FOR THE GOOD
OF COUNCIL**

Cr. Kluin congratulated the organizers of the Pumpkin Walk on a job well done.

Cr. Klumph thanked the Fire Service for going through the Community on Halloween night giving out Candy.

ADJOURN

390-22

Moved by Cr. Smith that the Council Meeting be adjourned at 6:37 p.m.

CARRIED UNANIMOUSLY

TOWN OF BARRHEAD

Mayor, David McKenzie

CAO, Edward LeBlanc

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: November 22, 2022

Re: 5:30 p.m. Delegation – Mr. Glenn van Dijken – MLA for Athabasca-Barrhead-Westlock

1.0 PURPOSE:

Mr. Glenn van Dijken, MLA for Athabasca-Barrhead-Westlock has made himself available to meet with Town Council.

2.0 BACKGROUND AND DISCUSSION:

During the September 27th Council Meeting, Council instructed Administration to extend an invitation to both the local Member of Parliament and the Member of the Legislative Assembly to a meeting with Council.

Mr. Viersen attended the October 11, 2022 Council Meeting and Mr. van Dijken's office informed the Town that he was available for the November 22, 2022 Council Meeting.

3.0 ALTERNATIVES:

3.1 That Council accepts the presentation from Mr. Glenn van Dijken, MLA for Athabasca-Barrhead-Westlock, as information.

3.2 That Council accepts the presentation from Mr. Glenn van Dijken, MLA for Athabasca-Barrhead-Westlock, as information and instructs Administration to follow-up with Mr. van Dijken's office on a particular matter.

4.0 FINANCIAL IMPLICATIONS:

Not applicable.

5.0 INTERDEPARTMENTAL IMPLICATIONS:

Not Applicable

6.0 SENIOR GOVERNMENT IMPLICATIONS:

Not Applicable

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Not Applicable

8.0 ATTACHMENTS:

None

9.0 RECOMMENDATION:

That Council accepts the presentation from Mr. Glenn van Dijken, MLA for Athabasca-Barrhead-Westlock, as information.

(original signed by the CAO)

Edward LeBlanc
CAO

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: November 22, 2022

Re: 6:00 p.m. Delegation - Ms. Dora L'Heureux, from FortisAlberta Inc.

1.0 PURPOSE:

Ms. Dora L'Heureux, Stakeholder Relations Manager from FortisAlberta Inc. will review the renewal of the Fortis' current franchise agreement.

2.0 BACKGROUND AND DISCUSSION:

The Town's current 10-year franchise agreement with FortisAlberta Inc. is scheduled to expire September 30, 2023. FortisAlberta is seeking a renewal for a further 5-year period.

Should the Town choose not to renew the franchise agreement, the current agreement (which is attached) outlines in Section 3 (d) that commencing one year after the termination of the agreement, the franchise fee is reduced by 50% and the cost for any relocation of service shall be paid by the Town.

3.0 ALTERNATIVES:

3.1 That Council accepts the presentation from Ms. Dora L'Heureux from FortisAlberta Inc., as information.

and further:

3.2 That Council authorize the renewal of the Franchise Agreement with FortisAlberta Inc. for a further five years from October 1, 2023 to September 30, 2028.

3.3 That Council tables the FortisAlberta Inc. 's presentation and request their Administration to provide further information for the next Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

The current franchise rate fee would not change as a result of the five-year renewal. The Town will maintain the ability to amend the franchise fee every year.

5.0 INTERDEPARTMENTAL IMPLICATIONS:

Not Applicable

6.0 SENIOR GOVERNMENT IMPLICATIONS:

Not Applicable

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Not Applicable

8.0 ATTACHMENTS:

- 8.1 Letter dated September 28, 2022 renewal notice from FortisAlberta Inc.
- 8.2 Franchise Renewal Brief
- 8.3 Current Electric Distribution System Franchise Agreement
- 8.4 By-law 10-2013.

9.0 RECOMMENDATION:

That Council accepts the presentation from Ms. Dora L'Heureux from FortisAlberta Inc., as information.

and further:

That Council authorize the renewal of the Franchise Agreement with FortisAlberta Inc. for a further five years from October 1, 2023 to September 30, 2028.

(original signed by the CAO)
Edward LeBlanc
CAO

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT RENEWAL



September 28, 2022

Town of Barrhead
5014 50 Avenue
Barrhead, AB T7N 1A2

Attention: Ed (Edward) LeBlanc, CAO

Subject: Renewal of Electric Distribution System Franchise Agreement, dated October 1, 2013,
between FortisAlberta Inc. ("FortisAlberta") and the Town of Barrhead (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 September 30, 2023, 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 renew:

Signature:

Name:

Title:

Date:

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT RENEWAL



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

Sincerely,

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

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

Town of Barrhead – Franchise Agreement Renewal Brief

Franchise Details:

- The Town of Barrhead gave third reading and passed BYLAW 10-2013, on September 23, 2013, to enter into the Franchise Agreement.
- The Alberta Utilities Commission (AUC) approved the Franchise Agreement between The Town of Barrhead and FortisAlberta Inc.
- The current approved Franchise Agreement was effective October 1, 2013, with a term of 20 years:

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

Renewal and Next Steps:

Article 3, from the Franchise Agreement regarding expiry and renewal states:

3) EXPIRY AND RENEWAL OF AGREEMENT

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

This requires:

- FortisAlberta to give written notice to the Town of Barrhead prior to September 30, 2022, of its intention to renew the Franchise Agreement for a further period of five (5) years.
- Town of Barrhead to provide its intention and/or sign the renewal letter prior to March 31, 2023.

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

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

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

TOWN OF BARRHEAD

- AND -

FORTISALBERTA INC.

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ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

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

BETWEEN:

TOWN OF BARRHEAD,
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 October, 2013 or
- b) the first day after both of the following have occurred:
 - i) Commission approval of this Agreement; and
 - ii) the Municipality having passed third reading of the applicable adopting bylaw 10-2013

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

With a copy to:

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

b) To the Municipality:

Municipality: Town of Barrhead
Address: 5014 50th Avenue Barrhead, AB T7N 1A2
Facsimile: (780) 674-5648
Attention: Mr. Martin Taylor, 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).

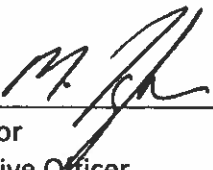
32) CONFIDENTIALITY

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.

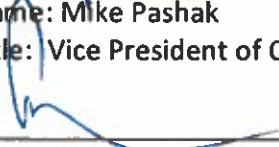
MUNICIPALITY

PER: 
Name: Mr. Brian Schulz
Title: Mayor

PER: 
Name: Mr. Martin Taylor
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.

BYLAW 10-2013

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE BYLAW

A BYLAW OF THE TOWN OF BARRHEAD, IN THE PROVINCE OF ALBERTA, TO AUTHORIZE THE MAYOR AND THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN AGREEMENT GRANTING FORTISALBERTA INC. (THE "COMPANY"), THE RIGHT TO PROVIDE DISTRIBUTION ACCESS SERVICES WITHIN THE MUNICIPALITY.

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

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

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

NOW THEREFORE, the Council of the Town of Barrhead, in the Province of Alberta, duly assembled in a Regular Meeting, hereby enacts as follows:

1. THAT the Electric Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Electric Distribution System Franchise Agreement for and on behalf of the Town of Barrhead and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Town of Barrhead.
2. THAT the Electric Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.
3. THAT the Council consents to the exercise by the Company within the Municipality of any of the powers given to the Company by the Water, Gas and Electric Companies Act, R.S.A. 2000 c. W-4, as amended.
4. THAT this Bylaw shall come into force upon the Electric Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third reading and finally passed.
5. THAT Bylaw 01-2002 and amendments thereto are hereby repealed.

Read a first time this 24th day of June, A.D., 2013.

TOWN OF BARRHEAD



Mayor, Brian Schulz



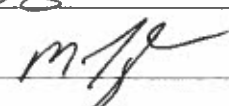
CAO, Martin Taylor

Approved by the Alberta Utilities Commission on the 5 day of September, A.D., 2013 by Board Order # 2013-335.

Read a second time this 23 day of September, A.D., 2013.



Mayor, Brian Schulz



CAO, Martin Taylor

Read a third time this 23 day of September, A.D., 2013 and passed.

DONE AND PASSED as a Bylaw of the Town of Barrhead, in the Province of Alberta, this 23 day of Sept., A.D., 2013.



Mayor, Brian Schulz



CAO, Martin Taylor

This is Schedule "A" referred to in the attached Bylaw No. 10-2013
of the Town of Barrhead

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: November 22, 2022

Re: 7:00 p.m. Delegation - Ms. Karen Gariepy, Executive Director, representing the Barrhead & District Family and Community Support Services Society.

1.0 PURPOSE:

Ms. Karen Gariepy, Executive Director, representing the Barrhead & District Family and Community Support Services Society will present their proposed 2023 Operating Budget for Council's review and consideration.

2.0 BACKGROUND AND DISCUSSION:

Similar to prior years, FCSS' Executive Director presents their operating budget to Council.

3.0 ALTERNATIVES:

3.1 That Council approves the 2023 Barrhead & District Family and Community Support Services Society presentation from Ms. Karen Gariepy, as information.

3.2 That Council tables the Barrhead & District Family and Community Support Services Society's 2023 budget presentation and request their Administration to provide further information for the next Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

The proposed 2023 Operating Budget represents an increase of the Town's financial contribution by \$ 7,000.00 or 10.2% from the approved 2022 Operating Budget.

The proposed FCCS's budget is included in the Town's draft 2023 Operating budget.

5.0 INTERDEPARTMENTAL IMPLICATIONS:

Not Applicable

6.0 SENIOR GOVERNMENT IMPLICATIONS:

Not Applicable

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Barrhead & District Family and Community Support Services Society provides a vital service to the Barrhead community.

8.0 ATTACHMENTS:

8.1 2023 Operating Budget

9.0 RECOMMENDATION:

That Council approves the 2023 Barrhead & District Family and Community Support Services Society presentation from Ms. Karen Gariepy, as information.

(original signed by the CAO)

Edward LeBlanc
CAO

Ordinary Income/Expense	2023 Budget	2022 Budget
Income		
4300- 108 ·Community Program Donations	\$5,000.00	\$5,000.00
4100 · Fees Collected	\$6,121.00	\$1,125.50
4004 · Other Income	\$6,950.00	\$1,750.00
4900- Billable Income Community/Casino	\$39,748.00	\$52,500.00
4110 · Seniors Program/ Home Support	\$22,000.00	\$27,500.00
4002- FCSS Dividends	\$0.00	\$0.00
4404 · Woodlands Support	\$12,500.00	\$12,500.00
4013 · Interest Income	\$0.00	\$350.00
4103 · Pembina Hills FSL Grant	\$0.00	\$0.00
4120 · Grant Program Admin. Fees	\$200.00	\$0.00
Total 4000 · 80/ 20 Program Revenues	\$92,519.00	\$100,725.50
4100 - Grant Programs Revenue		
4115 - FCSS Program Grants	\$2,250.00	\$0.00
Total 4100 - Grant Programs Revenue	\$2,250.00	\$0.00
4400 · Municipal/Provincial Funding		
4401 · Town Funding	\$75,500.00	\$68,500.00
4402 · County Funding	\$75,500.00	\$68,500.00
4403 · Provincial Funding	\$315,423.00	\$315,423.00
Total 4400 · Municipal/Provincial Funding	\$466,423.00	\$452,423.00
Total Income	\$561,192.00	\$553,148.50
Gross Profit	\$561,192.00	\$553,148.50
Expense		
7106 · Staffing Cost		
6565 - EI Premium Reduction Rebate	\$0.00	\$0.00
6560 · Payroll Expenses	\$35,551.29	
7100 · Salaries	\$365,071.48	\$395,858.87
7104 · WCB Premiums		
7104.1 - WCB Volunteers	\$1,200.00	\$500.00
7104 - WCB Premiums - Other	\$4,700.48	\$4,138.36
Total 7104 - WCB Premiums	\$5,900.48	\$4,638.36
7105 · Benefits	\$23,127.53	
Total 7106 · Staffing Cost	\$429,650.77	\$400,497.23
7125 · Training & Development	\$6,650.00	\$7,750.00
7126 · Staff Recognition	\$1,550.00	\$1,500.00
7130 · Travel & Subsistence	\$8,250.00	\$11,515.34
7131 · Vehicle Expenses	\$750.00	\$1,000.00
7135 · Membership Fees	\$1,650.00	\$1,390.00
7140 · Postage	\$1,000.00	\$1,350.00
7145 · Telephone	\$5,784.00	\$7,050.00
7150 · Advertising	\$3,000.00	\$4,500.00
7155 · Printing	\$1,300.00	\$1,050.00
7160 · Building Rent	\$60,000.00	\$70,400.00
7165 · Office Supplies	\$3,500.00	\$5,250.00

7170 · Materials & Supplies	\$5,907.23	\$5,970.93
7171 - Food Supplies	\$1,750.00	\$0.00
7185 - Facility Rental Expense	\$0.00	\$500.00
7190 · FCSS Volunteer recognition exp	\$2,250.00	\$2,000.00
7200 · Building Maintenance/Janitorial	\$4,000.00	\$6,000.00
7205 · Bank Charges	\$100.00	\$100.00
720 Accounting & Payroll Software	\$1,400.00	\$0.00
7210 · Insurance	\$5,200.00	\$2,990.00
7215 - Equip. Repairs & Maint.	\$500.00	\$0.00
7220 · Subscriptions & Resources	\$5,000.00	\$4,760.00
7226 · Computers	\$1,000.00	\$2,575.00
7230 · Accounting and Legal Fees	\$11,000.00	\$10,000.00
6026Counselling Fees	\$0.00	\$5,000.00
Total Expense	\$561,192.00	\$553,148.50
Net Ordinary Income	\$0.00	\$0.00
Net Income	\$0.00	\$0.00

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: November 22, 2022

Re: Parade Route Policy – 32-012

1.0 PURPOSE:

For Council to review and confirm the Parade Route Policy 32-012.

2.0 BACKGROUND AND DISCUSSION:

During the July 12th Council Meeting, Council passed the following resolution:

Moved by Cr. Klumph that Council instruct Administration to present possible amendments to reflect more objectivity to Policy 32-12.

CARRIED UNANIMOUSLY
(Resolution No. 271-22)

Based on the direction from Council, Administration prepared a revised Policy. For reference and convenience, the attached revised policy with the additional wording highlighted in yellow was presented to Council during the October 25th Council Meeting.

During the October 25th Council Meeting, Council passed the following resolution:

Moved by Mayor McKenzie to table Policy 32-012 Parade Route for further discussion at a future date.

CARRIED UNANIMOUSLY
(Resolution No. 369-22)

3.0 ALTERNATIVES:

- 3.1 Council confirms that the existing Policy Route Policy 32-012 remain unchanged.
- 3.2 Council approves revising the Parade Route Policy 32-012, as presented.
- 3.3 Council tables the pending revision to Policy Procedure 32-010 – Road Closures and instructs Administration to provide further information at the next Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

None

5.0 INTERDEPARTMENTAL IMPLICATIONS:

None

6.0 SENIOR GOVERNMENT IMPLICATIONS:

Not Applicable

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Limited

8.0 ATTACHMENTS:

- 8.1 Proposed revised Parade Route Policy – 32-012 as presented during the October 25th Council Meeting.

9.0 RECOMMENDATION:

Council confirms that the existing Policy Route Policy 32-012 remain unchanged.

(original signed by the CAO)
Edward LeBlanc
CAO

TOWN OF BARRHEAD

Policy 32-012 Parade Route Policy

Effective Date: May 14, 2019

Resolution No: 140-19

Revised Date: September 10, 2019

Resolution No. 291-19

POLICY STATEMENT:

Establish a set parade route and set guidelines for requests to hold a parade within the Town.

Purpose:

To let groups and organizations know that there is a set parade route within the Town and what they may request when hosting a parade in our community. The group or organization must receive approval prior to any parades taking place.

Definitions:

“CAO” means the Chief Administrative Officer for the Town or his/her designate.

“Town” means the municipal corporation of the Town of Barrhead.

Information:

1. In order to host a parade in the Town, a letter of request must be sent to the CAO a minimum of 30 days in advance of the event, outlining the event and the purpose of the event, and how it would promote the community. For any parades other than the annual Blue Heron Fair Parade and the annual Christmas parade, the CAO will forward the request to Council for consideration.
2. Council may approve or deny a request to host a parade. If Council feels the proposed parade will not be supported by the community or if they feel that it would not promote the community in a positive manner, the request will be denied.

When considering a request to grant a parade application, Council will refer but not necessarily limited to the following criteria:

- a. Will the request generate limited emotions from the members of the community?*
- b. Will the request demonstrate a lack of bias, judgement or prejudice?*
- c. Is the request considered transparent in nature?*
- d. Will the request promote beliefs, ideas or values to the detriment of the community?*
- e. From a third-party perspective, will the request promote a neutral viewpoint.*
- f. Council can evaluate the request with limited regard to any personal experience, opinions or values.*
- g. Can Council be in a position to consider or evaluate some of the “what-if” scenarios?*

3. Items that may be requested from the Town include:
 - a. Barricades set up at all intersections and/or alleyways,
 - b. Extra garbage cans,
 - c. Bleachers (2 sets), locations to be determined prior to the event,
 - d. Portable toilets, locations to be determined prior to the event.
4. Candy being thrown at a parade is not permitted due to safety issues. Instead, it must be provided to children by hand.
5. A parade route map is attached as further clarification as listed:
 - a. The parade line up will begin on 54 Street and 50 Avenue and down Elevator Road if needed,
 - b. The parade will proceed east down 50 Ave.
 - c. Next, the parade will turn north onto 50 St. (Main St.)
 - d. Next, the parade will turn west onto 52 Ave.
 - e. Next, the parade will turn south onto 52 St.
 - f. Finally, the parade will turn west onto 50 Ave. where it will finish and disperse.

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: November 22, 2022

Re: Barrhead Public Library – 2023 Operating Budget

1.0 PURPOSE:

To review a revised 2023 Operating Budget as prepared by the Barrhead Library Board.

2.0 BACKGROUND AND DISCUSSION:

During the November 8th Council Meeting, Ms. Elaine Dickie, Library Director and Ms. Ruth Bohn presented the 2023 Operating Budget. The proposed budget included a cost-of-living adjustment (COLA) of 3%.

During the presentation Council requested a revised budget that would reflect closer to the annual inflation rate.

After the presentation, Council passed the following resolution:

Moved by Cr. Assaf that Council accepts the 2023 Barrhead Public Library Budget presentation from Ms. Elaine Dickie and Ms. Ruth Bohn, as information.

CARRIED UNANIMOUSLY
(Resolution No. 382-22)

Since the original version of the budget, the Library revised it to reflect the per capita contribution based on federal census. The change to the municipal contributions is as follows:

- Town of Barrhead from \$96,159.00 to \$96,336.00
- County of Barrhead from \$132,048.00 to \$131,057.00

Our office was recently informed that the Library will not be submitting a revised budget that would bring it closer to the annual inflation rate.

On November 15th the Library Board presented the 2023 Operating Budget to the Barrhead County; the budget that was presented and approved by the County is the same as the attached budget.

3.0 ALTERNATIVES:

- 3.1 That Council approves the 2023 revised Barrhead Public Library Budget as presented.
- 3.2 That Council tables the Barrhead Public Library revised 2023 Operating Budget and request the Library's Administration to provide further information for the next Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

The actual 2022 approved operating budget included \$ 87,001.00 from the Town along with an additional \$5,750.00 for utility payment assistance bring a total financial commitment from the Town to \$92,751.00.

The new revised 2023 operating budget includes \$ 96,336.00 along with an additional \$5,750.00 for utility payment assistance bring a total financial commitment from the Town to \$102,086.00.

The 2023 proposed budget represents an increase of \$9,335.00 or 10.06% from the 2022 approved budget. The Barrhead Public Library's proposed 2023 budget is included in the Town's draft 2023 Operating Budget.

5.0 INTERDEPARTMENTAL IMPLICATIONS:

Not Applicable

6.0 SENIOR GOVERNMENT IMPLICATIONS:

Not Applicable

7.0 POLITICAL/PUBLIC IMPLICATIONS:

The Barrhead Public Library provides an important role for the community.

8.0 ATTACHMENTS:

- 8.1 Barrhead Library Board revised 2023 Operating Budget

9.0 RECOMMENDATION:

That Council approves the 2023 revised Barrhead Public Library Budget as presented.

Edward LeBlanc - CAO

November 4 2022							
BARRHEAD LIBRARY BOARD							
2023 Proposed Budget-Revenue							
	2020 Actual	2021 Actual	2022 Budget	Revised 2022 Budget	Projected to year end	2023 budget	Notes: Re: 2023 Budget
Cash Revenue							
Government Revenue							
Municipal Affairs	58,430	58,430	58,430	58,430	58,430	58,430	\$5.55per capita (population10624)* per Municipal Affairs population list - to change in 2023
Town of Barrhead	84,437	84,437	87,001	87,001	87,001	96,336	Town of Barrhead 4320@\$22.30 per Can Census
County of Barrhead	115,950	115,950	119,472	119,472	119,472	131,057	County of Barrhead 5877 @\$22.30 per Can Census
COLA for BPL				7,300	7,300	0	
Total Government Revenue	258,817	258,817	264,903	272,203	272,203	285,823	
School Revenues							
Instruction	33,162	25,610	29,800	29,800	29,800	27,300	Grades K-6 (546 students)
Books	4,467	4,669	5,500	5,500	5,500	5,500	
Total School Revenues	37,629	30,279	35,300	35,300	35,300	32,800	
Public Library Revenues							
Donations/Fundraising							
Memorial/Gifts	5,939	14,340	7,000	7,000	9,000	9,000	
Books for Babes	500	0	500	500	500	500	
Friends of the Library	2,713	3,897	3,500	3,500	3,500	3,500	
Used Book Sales	514	1,262	500	500	200	500	
Book Fairs	5,007	6,209	12,000	12,000	12,000	12,000	
Adopt-A-Magazine	825	1,319	900	900	900	900	
Total Donations/Fundraising	15,498	27,027	24,400	24,400	26,100	26,400	
Grants							
Program Grants							
STEP /YCW/Employment	4,767	16,386	4,700	4,700	4,200	4,200	
YRL/Culture	750	\$ 800	\$ 750	\$ 750	\$ -		
CAP/Other					3,000		
Total Grants	5,517	17,186	5,450	5,450	7,200	4,200	

November 4 2022							
BARRHEAD LIBRARY BOARD							
2023 Proposed Budget-Revenue							
Operations							
Membership fees	8,295	7,179	8,500	8,500	7,500	7,500	
Fines	1,526	490	2,500	2,500	500	1,500	
Program fees	1,132	278	500	500	1,500	1,500	summer programs
Other	757	1,311	1,500	1,500	1,500	1,500	printing, lost, damaged, makerspace, etc.
Handling fees (BES)	416		0	0			included in BES Books
Total Operations	12,126	9,258	13,000	13,000	11,000	12,000	
Total Public Library Revenues	33,141	53,471	42,850	42,850	44,300	42,600	
<i>Withdrawal from reserve</i>	0	0	1,395	1,395	0	3,236	
<i>GST Refund</i>	1,050	997	750	750	600	600	
<i>Interest from Equity</i>	570	193	200	200	200	200	
<i>One Time Provincial Contribution</i>							
<i>Town&County-Library Utilities</i>	11,393	11,825	11,500	11,500	11,500	11,500	
Total Cash Revenues	342,600	355,582	356,898	364,198	364,103	376,759	
Allotments							
YRL Barrhead Allotment	7,245	7,245	7,245	7,245	7,245	7,245	library materials allocated for BPL
YRL Neerlandia Allotment	1,063	1,063	1,063	1,063	1,063	1,063	library materials allocated for NPL
YRL BES Allotment	524	524	524	524	524	524	library materials allocated for BES
YRL NPCS Allotment	227	227	227	227	227	227	
Total Allotments	9,059	9,059	9,059	9,059	9,059	9,059	

Proposed Budget--Expenses							
November 4, 2022	2020 Actual	2021 Actual	2022 Budget	Revised 2022 Budget	Projections to year end	2023 Budget	
Salaries							2023 budget notes
Regular Employees	204315	237,472	240,000	240,000	240,000	256,000	3% cola plus holiday pay adjust
COLA for BPL 2022				7,300	7,300		
RRSP Contributions	3353	3,084	3,399	3,399	3,400	3,500	
AUMA	4740	8,436	6,300	6,300	6,300	6,300	
Workers Compensation	721	567	600	600	900	900	
Total Salaries	213,129	249,559	250,299	257,599	257,900	266,700	
Special Projects Personnel							
Summer Students		16,580	7,700	7,700	8,069	8,400	420 hours
CAP/YCW							
Total Special Projects	0	16,580	7,700	7,700	8,069	8,400	
Total Salaries and Special Projects	213,129	266,139	257,999	265,299	265,969	275,100	
Administrative Expenses							
Board Meeting Expenses	118	374	400	400	300	100	
Prof. Membership & Dues	337	507	500	500	500	500	
Other (Licenses)	837	1,879	1,500	1,500	750	1,000	movies, office, etc.
Total Administrative Expenses	1,292	2,760	2,400	2,400	1,550	1,600	
Accounting & Legal	999	1,517	2,200	2,200	2,255	2,255	
Accounting software	1,038	975	1,000	1,000	1,078	1,100	
Advertising/Promotion							
Publicity	319	600	2,000	2,000	1,500	2,000	
Job Ads							
Total Advertising/Promotion	319	600	2,000	2,000	1,500	2,000	
Total Acc/Legal, Advertising	2,356	3,092	5,200	5,200	4,833	5,355	
Book Fairs	3,874	4,814	9,600	9,600	9,000	9,000	
Capital Disbursements							
Technology		197			500	0	
Capital - other			0	0		0	
Total Capital Disbursements	0	197	0	0	500	0	
Collection Development							
BPL	9,980	10,932	10,000	10,000	10,000	10,000	
BES Collection	4,466	3,400	5,000	5,000	5,000	5,000	
Total Collection Development	14,446	14,332	15,000	15,000	15,000	15,000	

Proposed Budget--Expenses							
November 4, 2022	2020 Actual	2021 Actual	2022 Budget	Revised 2022 Budget	Projections to year end	2023 Budget	
Programs and Exhibits							
Art Exhibits	77	77	150	150	155	150	
Books for Babes	338	457	500	500	500	500	
Summer Reading Program	23	100	200	200	300	500	
Library Programs	524	900	500	500	1,500	1,500	Library programs
Alberta Culture Days	1,199	731	750	750	100	100	
Summer Camps					200	500	
Other Programs & Resources	578	1,210	1,000	1,000	1,200	1,500	programs, makerspace
Total Programs & Exhibits	2,739	3,475	3,100	3,100	3,955	4,750	
Total Collection & Programs	17,185	17,807	18,100	18,100	18,955	19,750	
Communication/Utilities							
Utilities	13,087	13,665	13,500	13,500	13,750	14,000	Paid to PHRD
Insurance	5,451	2,709	4,000	4,000	4,000	4,000	Paid to PHRD
Phone/data Communications	2,002	1,848	1,850	1,850	1,850	1,850	Paid to PHRD
Total Communication/Utilities	20,540	18,222	19,350	19,350	19,600	19,850	
Maintenance/Repair/Upgrading							
Maintenance	110	214	500	500	1,000	500	
COVID	10,898	768	1,000	1,000	500	500	
Maintenance-PHRD							
Total Maintenance/Repair/Upgrading	11,008	981	1,500	1,500	1,500	1,000	
Professional Development							
Board		0	500	500	200	500	
Staff	359	337	500	500	200	500	
Director	498	0	500	500	200	500	
Total Professional Development	857	337	1,500	1,500	600	1,500	
Staff/Volunteer Appreciation	1,534	890	500	500	500	500	
Prof. Development/Volunteer Ap	2,391	1,227	2,000	2,000	1,100	2,000	
Supplies & Materials							
Birds/Fish	15	0	0	0			
General Office Supplies	3,606	2,468	3,000	3,000	3,000	3,000	includes bank charges
Photocopying	882	758	1,700	1,700	1,250	1,500	Paid to PHRD
Processing Supplies	1,382	1,973	1,600	1,600	1,600	2,000	For books/magazines
Contracted Services	0	0	500	500	0	0	
Regular Postage	247	279	400	400	400	400	
Office Equipment							
Total Supplies & Materials	6,132	5,477	7,200	7,200	6,250	6,900	
Neerlandia Disbursement	31,701	35,436	33,648	33,648	33,648	36,204	County @22% =(1293x\$22.30)+(1328*x\$5.55) Province@ 12.4%
Total Cash Expenditures	309,608	356,151	356,997	364,297	362,905	376,759	3.8% overall increase

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: November 22, 2022

Re: Member to the Capital Region Assessment Services Commission

1.0 PURPOSE:

For Council to entertain a request from the Summer Village of Sunset Point to become a full member of the Capital Region Assessment Services Commission.

2.0 BACKGROUND AND DISCUSSION:

The Capital Region Assessment Services Commission has received an application from the Summer Village of Sunset Point to join the Commission.

We were advised that the Summer Village is currently utilizing the Commission as their assessment review services and are seeking to become a full member of the Commission commencing in 2023.

Pursuant to the Commission's Bylaw:

"Process for Adding members", 6.2 states:

"Upon the Board's review and determination that a Membership Application should be forwarded for consideration, the Board shall send the same to each Member for their respective approval. A simple majority of the Members, as evidenced by a certified council resolution from each Member, shall be sufficient to support the Membership Application and admit the Proposed Member as a new Member of the Commission."

During the October 14, 2022 Board of Directors meeting, the Commission provided a tentative approval of the Summer Village's membership.

3.0 ALTERNATIVES:

- 3.1 Council approves the Summer Village of Sunset Point becoming a member of the Capital Region Assessment Services Commission commencing in 2023.
- 3.2 Council tables the requested from the Summer Village of Sunset Point to become a member of the Capital Region Assessment Services Commission and instructs Administration to provide further information at the next Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

None

5.0 INTERDEPARTMENTAL IMPLICATIONS:

None

6.0 SENIOR GOVERNMENT IMPLICATIONS:

Not Applicable

7.0 POLITICAL/PUBLIC IMPLICATIONS:

None

8.0 ATTACHMENTS:

None

9.0 RECOMMENDATION:

Council approves the Summer Village of Sunset Point becoming a member of the Capital Region Assessment Services Commission commencing in 2023.

(original signed by the CAO)
Edward LeBlanc
CAO

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: November 22, 2022

Re: Financial Statement Report to September 30, 2022

1.0 PURPOSE:

For Council to approve the Financial Statement Report to September 30, 2022, as presented.

2.0 BACKGROUND AND DISCUSSION:

It has been the practice of Administration to provide Council with interim financial information to offer some insight on the Town's financial activities for both the operational and capital budgets.

3.0 ALTERNATIVES:

3.1 Council approves the Financial Statement Report to September 30, 2022, as presented.

3.2 Council tables the Financial Statement Report to September 30, 2022 and instructs Administration to provide additional information and report back to the next Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

None

5.0 INTERDEPARTMENTAL IMPLICATIONS:

None

6.0 SENIOR GOVERNMENT IMPLICATIONS:

None

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Not Applicable

8.0 ATTACHMENTS:

8.1 Financial Statement Report to September 30, 2022.

9.0 RECOMMENDATION:

Council approves the Financial Statement Report to September 30, 2022 as presented.

(original signed by the CAO)
Edward LeBlanc
CAO



TOWN OF BARRHEAD FINANCIAL STATEMENT REPORT TO SEPTEMBER 30, 2022

Council approved the 2022 Operating and Capital Budgets on April 12, 2022. During the budget process Council reviewed all budget line items, set priorities and established the municipal property tax rates for 2022. The Operating Budget was set at \$ 14.6 million and Capital Budget at \$ \$7.6 million. Council maintained the Municipal property tax rates for 2022 at the same level since 2019.

At September 30th, budgets would typically be at approx. 75% levels, however total property tax revenues are accounted for when levied so they are now at nearly 100% and entries for transfers to capital for projects and reserves are done at the end of the fiscal year.

The September 30, 2022, Financial Statements indicate that all departments are doing very well with the various budget items.

A summary of the Operating and Capital Budgets at September 30, 2022 follows.

A. **OPERATING FINANCIAL STATEMENT BY DEPARTMENT** (See Attached A-1, A-2)

The Operating Financial Statement by Department provides summarized details by each particular department (Administration, Roads, Arena, etc.), with total operating revenues followed by total operating expenses.

On average most of the revenues by department are greater than 75%, with an overall total of 84.83% of the 2022 budgeted revenues. All Transfers from Operating Reserves are completed at Year End.

Several of the expenses in all the departments are below the 75% range, for an overall total of 66.89% of the 2022 budgeted expenses.

Entries for the various departmental contributions to capital for projects and reserves are completed at the end of the year.

B. **OPERATING FINANCIAL STATEMENT BY CATEGORY** (See Attached B-1)

The Operating Financial Statement by Category provides the same information as in (A-1, A-2) but is summarized by the various categories (Taxes, Sales of Goods & Services, Grants, Salaries, Contracted Services, Equipment Maintenance, Insurance, Utilities, etc), with total operating revenues followed by total operating expenses.

Upon a review of this operating report at September 30, 2022, most of the revenue categories are greater than 75%.

For the expense section a large number of expenses are close to the 75% mark. Some items are paid for early in the year so they will be at a higher %, such as insurance.

As noted, the Contribution to Capital of \$ 862,430 listed on Row 48 of the report is done at the end of the year so it is 0% at this time.

Overall all Departments are doing very well with their budgets.

C. **NET MUNICIPAL REQUIREMENTS – OPERATING** (See Attached C-1)

The Net Municipal Requirements – Operating provides similar information as in Sections A and B; however, it provides more specific details for each department. The first column indicates the Net Operating Surplus/Deficit at September 30, 2022, for each Department. The second column is the Net Budget required for the full year (Revenues less Expenses), while the third and fourth columns display the variance.

As most of the Net Municipal Financial Requirements are close to 75% of the total 2022 budget, this report indicates that most departments are on track to stay within their allocated budgets in 2022.

As previously noted, entries for contributions to capital and reserves are completed at year end.

D. **ASSETS & LIABILITIES** (See Attached D-1)

The Assets report lists the Cash & Investments of \$ 9.4 million as at September 30, 2022. A portion of these funds will be utilized during the year for operations and for capital projects that have been undertaken in 2022.

The Taxes Receivable of \$ 790,535 lists the actual amount of 2022 taxes that are outstanding at the end of September 2022. This number will continually decrease after three more months of Pre-Authorized payments and other general property tax payments.

The Receivables of \$ 514,903 is the amount owing for any outstanding Utility bills, invoicing for Landfill fees, bulk water, licenses and GST to be recovered from the government.

The Liabilities & Equity section shows the various operating and capital reserves as well as the deferred revenues which is for government grants that have been received but not expended yet.

The Pool debenture of \$4.2 million is the total at December 31, 2021, with the 2022 payment amounts to be applied at the end of the year.

E. **CAPITAL FINANCIAL STATEMENT BY DEPARTMENT** (See Attached E-1, E-2)

The Capital Financial Statement by Department shows all the capital revenues and expenditures by Department (Fire, Water, Sewer, Arena, Pool, etc). The revenues are listed first, followed by the expenditures.

Most Capital Revenues will come from reserves, grants or contributions from the operating budget. The entries for most of these will be completed at the 2022 year-end, so it is not unusual for many of these revenues to be at 0% on this report.


The Capital Expenditures show the expenses to September 30, 2022. A number of the capital projects are in progress and will be completed in 2022 or a few could be forwarded to 2023 after tenders have been reviewed or capital grant funding for the project has been approved.

F. **CAPITAL FINANCIAL STATEMENT BY CATEGORY** (See Attached F-1)

The Capital Financial Statement by Category lists the same information as in (E-1, E-2) but by category (Grants, From Capital Reserves, From the Operating Function, Engineering Structures Addition, Equipment Additions). Capital Revenues are listed, followed by Capital Expenditures.


As noted previously most Capital Revenues will be recorded later in the year and the Capital Expenditures are based on the payments that have been made to date as many projects are still in progress for this year.

	A	B	C	D	E
1	TOWN OF BARRHEAD				
2	Operating Financial Statement by DEPARTMENT				
3	For the Nine Months Ending September 30, 2022				
4		Sep	2022		
5		2022	Budget	Variance	Variance %
6	REVENUES				
7	Taxes	-6,651,433.28	-6,696,470	-45,036.72	99.33%
8	Other	-825,742.56	-890,000	-64,257.44	92.78%
9	Council	-3,332.33	-2,000	1,332.33	166.62%
10	Administration	-48,923.66	-72,850	-23,926.34	67.16%
11	RCMP	-24,750.00	-43,500	-18,750.00	56.90%
12	Fire	-708,609.50	-910,400	-201,790.50	77.83%
13	ERC	-18,982.50	-25,310	-6,327.50	75.00%
14	Town Fire/Town ERC	-600.00	-1,500	-900.00	40.00%
15	Disaster Services		-50	-50.00	0.00%
16	Enforcement Services	-23,290.97	-26,800	-3,509.03	86.91%
17	Safety		-25,000	-25,000.00	0.00%
18	Public Health	-600.00	-27,730	-27,130.00	2.16%
19	Common Services	-6,914.90	-29,000	-22,085.10	23.84%
20	Roads	-76,460.00	-142,460	-66,000.00	53.67%
21	Water	-1,917,827.56	-2,764,390	-846,562.44	69.38%
22	Sewer	-435,078.67	-622,000	-186,921.33	69.95%
23	Trade Waste	-179,257.24	-252,170	-72,912.76	71.09%
24	Landfill	-182,758.31	-271,010	-88,251.69	67.44%
25	Recycle	-153,726.00	-216,870	-63,144.00	70.88%
26	New Landfill		-4,500	-4,500.00	0.00%
27	FCSS	-287,943.00	-383,920	-95,977.00	75.00%
28	Cemetery	-4,573.81	-10,600	-6,026.19	43.15%
29	Development	-2,500.00	-13,500	-11,000.00	18.52%
30	Communications		-10,000	-10,000.00	0.00%
31	Recreation Administration	-34,076.30	-64,580	-30,503.70	52.77%
32	Arena	-297,944.26	-404,150	-106,205.74	73.72%
33	Pool	-372,520.74	-478,000	-105,479.26	77.93%
34	Parks	-87,639.70	-93,060	-5,420.30	94.18%
35	Sportsground		-8,000	-8,000.00	0.00%
36	Rotary Park	-27,107.69	-18,000	9,107.69	150.60%
37	Bowling Alley	-3,402.40	-3,450	-47.60	98.62%
38	Curling	-16,865.03	-13,880	2,985.03	121.51%
39	Walking Trail		-10,000	-10,000.00	0.00%
40	Tourism		-28,120	-28,120.00	0.00%
41	Twinning		-3,550	-3,550.00	0.00%
42	Contingency/General		-42,130	-42,130.00	0.00%
43	Total Revenue	-12,392,860.41	-14,608,950	-2,216,089.59	84.83%
44					
45	EXPENSES				
46	Mayor	35,844.32	53,240	17,395.68	67.33%
47	Council	165,516.42	215,160	49,643.58	76.93%
48	Administration	751,531.70	918,940	167,408.30	81.78%
49	Computer	55,281.08	90,000	34,718.92	61.42%
50	RCMP	165,806.36	179,860	14,053.64	92.19%
51	Fire	714,053.00	910,400	196,347.00	78.43%
52	ERC	31,020.49	50,620	19,599.51	61.28%
53	Town Fire/Town ERC	255,838.90	369,300	113,461.10	69.28%
54	Disaster Services		1,500	1,500.00	0.00%
55	Enforcement Services	120,504.90	139,700	19,195.10	86.26%
56	Safety	29,105.62	45,720	16,614.38	63.66%
57	Public Health	1,063.65	27,730	26,666.35	3.84%

	A	B	C	D	E
1	TOWN OF BARRHEAD				
2		Operating Financial Statement by DEPARTMENT			
3		For the Nine Months Ending September 30, 2022			
4		Sep	2022		
5		2022	Budget	Variance	Variance %
58	Common Services	303,326.27	501,990	198,663.73	60.42%
59	Roads	794,351.82	1,269,230	474,878.18	62.59%
60	Airport	13,492.50	30,490	16,997.50	44.25%
61	Storm Sewer	13,127.31	25,800	12,672.69	50.88%
62	Water	1,280,434.89	1,960,730	680,295.11	65.30%
63	BRWC	663,050.13	803,660	140,609.87	82.50%
64	Sewer	213,828.85	622,000	408,171.15	34.38%
65	Trade Waste	142,046.14	252,170	110,123.86	56.33%
66	Landfill	161,573.70	271,010	109,436.30	59.62%
67	Recycle	175,251.01	216,870	41,618.99	80.81%
68	New Landfill		34,930	34,930.00	0.00%
69	FCSS	459,022.92	459,020	-2.92	100.00%
70	Cemetery	11,353.51	26,020	14,666.49	43.63%
71	Development	83,868.75	128,050	44,181.25	65.50%
72	Communications	95,198.62	159,170	63,971.38	59.81%
73	Recreation Administration	266,739.94	347,610	80,870.06	76.74%
74	Arena	401,313.26	638,400	237,086.74	62.86%
75	Pool	1,088,326.65	1,543,610	455,283.35	70.51%
76	Parks	213,352.02	286,280	72,927.98	74.53%
77	Sportsground	57,179.38	61,800	4,620.62	92.52%
78	Rotary Park	6,130.16	7,550	1,419.84	81.19%
79	Bowling Alley	5,834.09	6,900	1,065.91	84.55%
80	Curling	23,360.24	33,760	10,399.76	69.20%
81	Walking Trail	22,816.83	53,580	30,763.17	42.58%
82	Museum	636.31	520	-116.31	122.37%
83	Tourism/Culture	61,917.02	170,170	108,252.98	36.39%
84	Twinning	2,067.26	7,100	5,032.74	29.12%
85	Library	89,550.56	113,400	23,849.44	78.97%
86	Requisition	787,181.31	1,561,700	774,518.69	50.41%
87	Contingency/General	2,372.12	2,370	-2.12	100.09%
88	Total Expenses	9,764,270.01	14,598,060	4,833,789.99	66.89%
89					
90	(Surplus)/Deficit	-2,628,590.40	-10,890	2,617,700.40	
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	A	B	C	D	E
1	TOWN OF BARRHEAD				
2	Operating Financial Statement by CATEGORY				
3	For the Nine Months Ending September 30, 2022				
4		Sep	2022		
5		2022	Budget	Variance	Variance %
6	REVENUES				
7	Taxes	-6,651,433.28	-6,696,470	-45,036.72	99.33%
8	Sales of Goods & Services	-2,967,211.70	-4,199,220	-1,232,008.30	70.66%
9	Penalties and Costs on Taxes	-46,255.44	-30,000	16,255.44	154.18%
10	Licenses & Fees	-62,948.97	-69,100	-6,151.03	91.10%
11	Concessions and Franchises	-648,395.46	-860,000	-211,604.54	75.39%
12	Return on Investments - Operati	-131,091.66		131,091.66	0.00%
13	Rentals	-247,096.42	-400,230	-153,133.58	61.74%
14	Donations	-5,851.30	-1,250	4,601.30	468.10%
15	Other	-215,434.90	-159,990	55,444.90	134.66%
16	Federal Grants	-6,720.00	-2,400	4,320.00	280.00%
17	Provincial Grants	-389,488.00	-585,560	-196,072.00	66.52%
18	Local Government Contributions	-1,020,933.28	-1,387,900	-366,966.72	73.56%
19	Transfers From Operating Reserve		-216,830	-216,830.00	0.00%
20	Total Revenue	-12,392,860.41	-14,608,950	-2,216,089.59	84.83%
22					
23	EXPENSES				
24	Salaries & Wages	2,983,316.62	3,851,650	868,333.38	77.46%
25	Employer Costs/Benefits	643,854.92	855,800	211,945.08	75.23%
26	Training & Development	45,864.26	75,200	29,335.74	60.99%
27	Mayor/Council Fees & Per Diems	164,330.00	214,940	50,610.00	76.45%
28	Mayor/Council Travel & Subsistence	25,714.91	42,500	16,785.09	60.51%
29	Fire Fighter & Guardian Fees	128,316.30	200,700	72,383.70	63.93%
30	Fire Guardian Mileage	2,417.75	6,500	4,082.25	37.20%
31	Travel & Subsistence	17,852.20	37,200	19,347.80	47.99%
32	Memberships	13,349.38	16,850	3,500.62	79.22%
33	Freight & Postage	33,363.04	34,300	936.96	97.27%
34	Telephone & Internet	50,058.03	74,190	24,131.97	67.47%
35	Appreciation/Promotional Events	13,888.19	25,850	11,961.81	53.73%
36	Contracted/Professional Services	1,536,611.93	1,873,860	337,248.07	82.00%
37	Repairs & Maintenance General	284,771.20	444,800	160,028.80	64.02%
38	Building Maintenance	102,839.86	149,000	46,160.14	69.02%
39	Equipment & Vehicle Maintenance	162,561.62	384,800	222,238.38	42.25%
40	Leases, Licenses	111,678.60	193,960	82,281.40	57.58%
41	Insurance	269,341.49	273,250	3,908.51	98.57%
42	Materials & Supplies, Chemicals	546,339.32	1,027,670	481,330.68	53.16%
43	Gas, Power, Water	710,327.46	1,043,980	333,652.54	68.04%
44	Landfill Close/Post Close		30,430	30,430.00	0.00%
45	Requisitions/Adjustments	787,181.31	1,561,700	774,518.69	50.41%
46	Contribution to Other Local Government	13,492.50	17,990	4,497.50	75.00%
47	Contribution to Boards & Agencies	818,412.38	990,520	172,107.62	82.62%
48	Contribution to Capital		862,430	862,430.00	0.00%
49	Add to Operating Reserve		6,550	6,550.00	0.00%
50	Debenture, Bank Charges, Other	296,014.62	299,070	3,055.38	98.98%
51	Underlevy/(Overrequisition)	2,372.12	2,370	-2.12	100.09%
52	Total Expenses	9,764,270.01	14,598,060	4,833,789.99	66.89%
53					
54	(Surplus)/Deficit	-2,628,590.40	-10,890	2,617,700.40	

	A	B	C	D	E
1	TOWN OF BARRHEAD				
2	Net Municipal Requirements - Operating				
3	For the Nine Months Ending September 30, 2022				
4		Sep	2022		
5		2022	Budget	Variance	Variance %
6	DEPARTMENT				
7	Taxes	-6,651,433.28	-6,696,470	-45,036.72	99.33%
8	Other	-825,742.56	-890,000	-64,257.44	92.78%
9	Mayor	35,844.32	53,240	17,395.68	67.33%
10	Council	162,184.09	213,160	50,975.91	76.09%
11	Administration	702,608.04	846,090	143,481.96	83.04%
12	Computer	55,281.08	90,000	34,718.92	61.42%
13	RCMP	141,056.36	136,360	-4,696.36	103.44%
14	Fire	5,443.50	0	-5,443.50	0.00%
15	ERC	12,037.99	25,310	13,272.01	47.56%
16	Town Fire/Town ERC	255,238.90	367,800	112,561.10	69.40%
17	Disaster Services		1,450	1,450.00	0.00%
18	Enforcement Services	97,213.93	112,900	15,686.07	86.11%
19	Safety	29,105.62	20,720	-8,385.62	140.47%
20	Public Health	463.65	0	-463.65	0.00%
21	Common Services	296,411.37	472,990	176,578.63	62.67%
22	Roads	717,891.82	1,126,770	408,878.18	63.71%
23	Airport	13,492.50	30,490	16,997.50	44.25%
24	Storm Sewer	13,127.31	25,800	12,672.69	50.88%
25	Water	-637,392.67	-803,660	-166,267.33	79.31%
26	BRWC	663,050.13	803,660	140,609.87	82.50%
27	Sewer	-221,249.82	0	221,249.82	0.00%
28	Trade Waste	-37,211.10	0	37,211.10	0.00%
29	Landfill	-21,184.61	0	21,184.61	0.00%
30	Recycle	21,525.01	0	-21,525.01	0.00%
31	New Landfill		30,430	30,430.00	0.00%
32	FCSS	171,079.92	75,100	-95,979.92	227.80%
33	Cemetery	6,779.70	15,420	8,640.30	43.97%
34	Development	81,368.75	114,550	33,181.25	71.03%
35	Communications	95,198.62	149,170	53,971.38	63.82%
36	Recreation Administration	232,663.64	283,030	50,366.36	82.20%
37	Arena	103,369.00	234,250	130,881.00	44.13%
38	Pool	715,805.91	1,065,610	349,804.09	67.17%
39	Parks	125,712.32	193,220	67,507.68	65.06%
40	Sportsground	57,179.38	53,800	-3,379.38	106.28%
41	Rotary Park	-20,977.53	-10,450	10,527.53	200.74%
42	Bowling Alley	2,431.69	3,450	1,018.31	70.48%
43	Curling	6,495.21	19,880	13,384.79	32.67%
44	Walking Trail	22,816.83	43,580	20,763.17	52.36%
45	Museum	636.31	520	-116.31	122.37%
46	Tourism	61,917.02	142,050	80,132.98	43.59%
47	Twinning	2,067.26	3,550	1,482.74	58.23%
48	Library	89,550.56	113,400	23,849.44	78.97%
49	Requisition	787,181.31	1,561,700	774,518.69	50.41%
50	Contingency/General	2,372.12	-39,760	-42,132.12	(5.97%)
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52	Total Net Financial Requirement	-2,628,590.40	-10,890	2,617,700.40	
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5		September
6	ASSETS	2022
7	Cash & Investments	9,409,124.93
8	Taxes Receivable	790,535.10
9	Receivables - Utilities, GST, Other	514,902.89
10	Inventory	48,394.57
11	Engineering Structures - Assets	77,970,857.56
12	Accum. Amort. Engineering Structures	-43,894,107.71
13	Buildings - Assets	27,569,966.83
14	Accum. Amort. Buildings	-5,935,147.92
15	Machinery & Equipment - Assets	8,553,868.95
16	Accum. Amort. Machinery & Equipment	-3,482,563.23
17	Land - Assets	1,389,708.70
18	Land Improvements - Assets	1,831,574.44
19	Accum. Amort. Land Improvements	-1,173,608.28
20	Vehicles - Assets	3,863,158.40
21	Accum. Amort. Vehicles	-1,546,155.50
22	TOTAL ASSETS	75,910,509.73
23		
24	LIABILITIES & EQUITY	
25	Employer Liabilities - Payroll	-236,537.43
26	Deposits & Trusts	-78,954.34
27	Operating Reserves	-848,327.49
28	Deferred Revenues & Liabilities	-2,874,843.58
29	Capital Reserves	-6,636,434.17
30	Payables & Holdbacks	-1,050,809.76
31	Pool - Long Term Loan Payable	-4,208,506.85
32	Equity in Fixed Assets	-60,939,045.39
33	Accumulated Surplus	-327,208.84
34	TOTAL LIABILITIES	-77,200,667.85
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	A	B	C	D	E
1	TOWN OF BARRHEAD				
2	Capital Financial Statement by DEPARTMENT				
3	For the Nine Months Ending September 30, 2022				
4		Sep	2022		
5		2022	Budget	Variance	Variance %
6	CAPITAL REVENUES				
7	5-1201 Administration		-43,000	-43,000.00	0.00%
8	5-2303 ERC		-41,000	-41,000.00	0.00%
9	5-2601 Enforcement Services		-3,000	-3,000.00	0.00%
10	5-3101 Common Services	-3,350.00	-404,493	-401,143.00	0.83%
11	5-3201 Roads		-175,000	-175,000.00	0.00%
12	5-3301 Airport		-12,500	-12,500.00	0.00%
13	5-4101 Water		-2,396,230	-2,396,230.00	0.00%
14	5-4201 Sewer		-446,390	-446,390.00	0.00%
15	5-4301 Trade Waste		-447,000	-447,000.00	0.00%
16	5-4302 Landfill		-58,000	-58,000.00	0.00%
17	5-4303 Recycle		-99,410	-99,410.00	0.00%
18	5-4304 New Landfill		-4,500	-4,500.00	0.00%
19	5-5601 Cemetery		-70,000	-70,000.00	0.00%
20	5-6201 Communications		-150,000	-150,000.00	0.00%
21	5-7201 Recreation		-18,000	-18,000.00	0.00%
22	5-7202 Arena		-1,817,000	-1,817,000.00	0.00%
23	5-7203 Pool		-158,500	-158,500.00	0.00%
24	5-7204 Parks		-62,200	-62,200.00	0.00%
25	5-7205 Sportsground		-803,000	-803,000.00	0.00%
26	5-7207 Bowling Alley		-35,000	-35,000.00	0.00%
27	5-7210 Walking Trail		-110,000	-110,000.00	0.00%
28	5-7401 Tourism		-33,000	-33,000.00	0.00%
29	5-9701 Contingency		-220,000	-220,000.00	0.00%
30	5-9702 Offsite	-6,515.00	-5,000	1,515.00	130.30%
31	TOTAL CAPITAL REVENUES	-9,865.00	-7,612,223	-7,602,358.00	0.13%
32					
33	CAPITAL EXPENDITURES				
34	6-1201 Administration	19,675.46	43,000	23,324.54	45.76%
35	6-2303 ERC	3,067.50	41,000	37,932.50	7.48%
36	6-2601 Enforcement Services	2,975.00	3,000	25.00	99.17%
37	6-3101 Common Services	6,895.00	404,493	397,598.00	1.70%
38	6-3201 Roads		175,000	175,000.00	0.00%
39	6-3301 Airport		12,500	12,500.00	0.00%
40	6-4101 Water	1,279,665.54	2,396,230	1,116,564.46	53.40%
41	6-4201 Sewer	42,637.00	446,390	403,753.00	9.55%
42	6-4301 Trade Waste	398,128.00	447,000	48,872.00	89.07%
43	6-4302 Landfill	20,092.54	58,000	37,907.46	34.64%

	A	B	C	D	E
1	TOWN OF BARRHEAD				
2	Capital Financial Statement by DEPARTMENT				
3	For the Nine Months Ending September 30, 2022				
4		Sep	2022		
5		2022	Budget	Variance	Variance %
44	6-4303 Recycle	81,621.00	99,410	17,789.00	82.11%
45	6-4304 New Landfill		4,500	4,500.00	0.00%
46	6-5601 Cemetery	35,644.65	70,000	34,355.35	50.92%
47	6-6201 Communications		150,000	150,000.00	0.00%
48	6-7201 Recreation	13,901.94	18,000	4,098.06	77.23%
49	6-7202 Arena	1,300,561.35	1,817,000	516,438.65	71.58%
50	6-7203 Pool	21,067.59	158,500	137,432.41	13.29%
51	6-7204 Parks	9,518.43	62,200	52,681.57	15.30%
52	6-7205 Sportsground	649,692.88	803,000	153,307.12	80.91%
53	6-7207 Bowling Alley	15,807.79	35,000	19,192.21	45.17%
54	6-7210 Walking Trail	19,586.85	110,000	90,413.15	17.81%
55	6-7401 Tourism	8,075.00	33,000	24,925.00	24.47%
56	6-9701 Contingency		220,000	220,000.00	0.00%
57	6-9702 Offsite		5,000	5,000.00	0.00%
58	TOTAL CAPITAL EXPENDITURES	3,928,613.52	7,612,223	3,683,609.48	51.61%
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	A	B	C	D	E
1		TOWN OF BARRHEAD			
2		Capital Financial Statement by CATEGORY			
3		For the Nine Months Ending September 30, 2022			
4		Sep	2022		
5		2022	Budget	Variance	Variance %
6	CAPITAL REVENUES				
7	Return on Investment/Rev. from Own Source		-50,093	-50,093.00	0.00%
8	Sale of Fixed Assets	-3,350.00	-40,000	-36,650.00	8.38%
9	Federal Grants		-2,178,237	-2,178,237.00	0.00%
10	Provincial Grants		-1,951,066	-1,951,066.00	0.00%
11	County/Other Municipal Contributions		-49,500	-49,500.00	0.00%
12	From Capital Reserves		-2,214,897	-2,214,897.00	0.00%
13	From Operating Function		-862,430	-862,430.00	0.00%
14	From Other Capital Function		-261,000	-261,000.00	0.00%
15	Developers Levy Payments	-6,515.00	-5,000	1,515.00	130.30%
16	TOTAL CAPITAL REVENUE	-9,865.00	-7,612,223	-7,602,358.00	0.13%
17					
18	CAPITAL EXPENDITURES				
19	Engineering Structures	27,209.50	442,500	415,290.50	6.15%
20	Building Additions	230,659.97	340,900	110,240.03	67.66%
21	Equipment Additions	2,579,586.50	4,277,700	1,698,113.50	60.30%
22	Land Improvement Additions	693,029.55	969,000	275,970.45	71.52%
23	Vehicle Additions	398,128.00	446,000	47,872.00	89.27%
24	To Other Capital Functions		261,000	261,000.00	0.00%
25	Add to Capital Reserves		875,123	875,123.00	0.00%
26	TOTAL CAPITAL EXPENDITURES	3,928,613.52	7,612,223	3,683,609.48	51.61%
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REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: November 22, 2022

Re: Bank Statement – for month ending October 31, 2022

1.0 PURPOSE:

To approve the Monthly Bank Statement for the month ending October 31, 2022.

2.0 BACKGROUND AND DISCUSSION:

Not applicable.

3.0 ALTERNATIVES:

3.1 That Council approves the Monthly Bank Statement for the month ending October 31, 2022, as presented.

3.2 That Council tables the Monthly Bank Statement for the month ending October 31, 2022 and to instruct Administration to provide further information for the next regular Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

None

5.0 INTERDEPARTMENTAL IMPLICATIONS:

None

6.0 SENIOR GOVERNMENT IMPLICATIONS:

None

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Not Applicable

8.0 ATTACHMENTS:

8.1 Monthly Bank Statement for month ending October 31, 2022.

9.0 RECOMMENDATION:

That Council approves the Monthly Bank Statement for the month ending October 31, 2022, as presented.

(original signed by the CAO)
Edward LeBlanc
CAO

**TOWN OF BARRHEAD
MONTHLY BANK STATEMENT
FOR MONTH ENDED OCTOBER 31, 2022**

PER TOWN OF BARRHEAD:	SERVUS GENERAL ACCT	TERM DEPOSITS
Net Balance - Previous Month	9,407,824.93	4,000,000.00
Receipts	782,871.99	
Interest	28,734.51	
Transfers from/to Term Deposits	0.00	
Cancelled Cheques		
SUBTOTAL	10,219,431.43	4,000,000.00
Disbursements	1,650,508.94	
Debentures/Interest	0.00	
School Requisition	0.00	
Transfers from/to General	0.00	4,000,000.00
NSF/Returned Cheques or Transfers	0.00	
Postdated Cheques	0.00	
NET BALANCE AT END OF MONTH	8,568,922.49	0.00

PER BANK:		
Balance at end of month	8,481,402.23	0.00
Outstanding Deposits	133,702.13	
SUBTOTAL	8,615,104.36	0.00
Outstanding Cheques	46,181.87	
NET BALANCE AT END OF MONTH	8,568,922.49	0.00

TERM DEPOSIT SUMMARY
FOR MONTH ENDED OCTOBER 31, 2022

<u>Financial Institution</u>	<u>Term Amount</u>	<u>Interest Rate</u>	<u>Term Started</u>	<u>Investment Details</u>
Total	\$ <u> -</u>			

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: November 22, 2022

Re: Cancellation of Trade Receivable Accounts

1.0 PURPOSE:

To review the potential cancellation of Trade Receivables Accounts.

2.0 BACKGROUND AND DISCUSSION:

All outstanding Accounts Receivables are sent off for collection. Our office sent out monthly statements and placed numerous phone calls in effort to collect the outstanding amounts owed. Our staff continually monitor our records and should any customers with prior arrears try to charge anything or set up an account, these customers must pay their outstanding amounts before doing so.

3.0 ALTERNATIVES:

3.1 That Council authorize Administration to cancel the outstanding Trade Receivable Accounts in the amount of \$1,920.30, as indicated on the listing provided.

3.2 That Council tables the pending cancellation of outstanding Trade Receivable Accounts in the amount of \$1,920.30 and instructs Administration to provide further information at the next Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

The 2022 Operating Budget includes an expense of \$500.00 for the potential cancellation of any Trade receivables.

5.0 INTERDEPARTMENTAL IMPLICATIONS:

Not Applicable

6.0 SENIOR GOVERNMENT IMPLICATIONS:

Not Applicable

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Limited

8.0 ATTACHMENTS:

8.1 Listed accounts to be cancelled.

9.0 RECOMMENDATION:

That Council authorize Administration to cancel the outstanding Trade Receivable Accounts in the amount of \$1,920.30, as indicated on the listing provided.

(original signed by the CAO)

Edward LeBlanc
CAO

A/R Write Offs 2022

Invoice	Delinquency Date	Description	Amount
IVC00001XXX	2020-04-30	Landfill	\$ 50.00
IVC00002XXX	2021-04-30	Landfill	\$ 25.00
IVC00003XXX	2021-11-30	Landfill and NSF	\$ 160.00
IVC00000XXX	2019-10-31	MPR rental	\$ 107.10
IVC00000XXX	2019-11-30	MPR Rental	\$ 107.10
IVC00001XXX	2020-02-28	Landfill	\$ 255.00
IVC00001XXX	2020-02-28	Bulk Water	\$ 165.97
IVC00001XXX	2020-03-31	Bulk Water	\$ 70.30
IVC00001XXX	2020-03-31	Landfill	\$ 85.00
IVC00003XXX	2021-12-31	Landfill	\$ 25.00
IVC00002XXX	2021-05-31	Landfill	\$ 25.00
190XXX	2019-02-28	Landfill	\$ 20.00
IVC00002XXX	2020-11-30	Landfill	\$ 25.00
IVC00000XXX	2019-08-31	Bulk Water	\$ 7.89
IVC00003XXX	2021-06-30	Landfill	\$ 25.00
IVC00003XXX	2021-07-31	Landfill	\$ 25.00
IVC00004XXX	2022-06-30	Bulk Water	\$ 190.38
IVC00004XXX	2022-07-31	Bulk Water	\$ 168.53
IVC00004XXX	2022-08-31	Bulk Water	\$ 83.03
IVC00004XXX	2022-05-31	Landfill	\$ 30.00
IVC00004XXX	2022-07-31	Landfill	\$ 30.00
IVC00003XXX	2021-07-31	Landfill	\$ 45.00
IVC00004XXX	2022-07-31	Landfill	\$ 30.00
IVC00003XXX	2021-08-31	Landfill	\$ 25.00
196XXX	2019-05-31	Landfill	\$ 25.00
IVC00002XXX	2021-05-31	Landfill	\$ 25.00
IVC00004XXX	2022-05-31	Landfill	\$ 30.00
IVC00004XXX	2022-07-31	Landfill	\$ 30.00
IVC00005XXX	2022-09-30	Landfill	\$ 30.00
TOTAL			\$ 1,920.30

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: November 22, 2022

Re: Cancellation of Utility Receivable Accounts

1.0 PURPOSE:

To review the potential cancellation of Utility Receivable Accounts.

2.0 BACKGROUND AND DISCUSSION:

All outstanding Utility Accounts are sent to collection. Our office continually monitors our records and should any customers that had prior arrears on their accounts move back to town, these customers must pay their outstanding amounts when they set up an account.

It is recommended that the attached listing of eight Utility Accounts be written-off. This listing includes five 2021 write-offs in the amount of \$680.25 and three 2022 write-offs in the amount of \$633.18. Six of these uncollected accounts are renters that were grandfathered in when the Bylaw was amended to require utility accounts to be in owners' names. These renters moved out without informing the Town and left unpaid utility accounts. Two uncollected accounts are previous owners that sold their properties without paying the final utility bills.

The 2021 and 2022 Utility Revenues for Water, Sewer and Garbage from July 1, 2021, up to June 30, 2022, were \$2,959,177.48 and the potential cancellation in the amount of \$1,313.43 is approximately 0.04% of the noted revenue.

3.0 ALTERNATIVES:

3.1 That Council authorizes Administration to cancel the outstanding Utility Receivable Accounts in the amount of \$1,313.43, as indicated on the listing provided.

3.2 That Council tables the pending cancellation of outstanding Utility Receivable Accounts in the amount of \$1,313.43 and instructs Administration to provide further information at the next Council Meeting.

4.0 FINANCIAL IMPLICATIONS:

The 2022 Operating Budget includes an expense of \$2,000.00 for the potential cancellation of any Utility receivables.

5.0 INTERDEPARTMENTAL IMPLICATIONS:

None

6.0 SENIOR GOVERNMENT IMPLICATIONS:

Not Applicable

7.0 POLITICAL/PUBLIC IMPLICATIONS:

Limited

8.0 ATTACHMENTS:

8.1 List of Utility Accounts to be cancelled.

9.0 RECOMMENDATION:

That Council authorizes Administration to cancel the outstanding Utility Receivable Accounts in the amount of \$1,313.43, as indicated on the listing provided.

(original signed by the CAO)
Edward LeBlanc
CAO

Utility Write-Off's 2022

Account	Out	Amount
12*****	30-Sep-21	175.50
31*****	01-Jul-21	92.00
31*****	03-Mar-22	173.62
31*****	19-Apr-22	340.82
32*****	30-Nov-21	221.68
41*****	21-Jun-21	88.08
51*****	07-Oct-21	102.99
51*****	30-Jun-22	118.74
		\$ 1,313.43

**COUNCIL REPORTS
AS OF NOVEMBER 22, 2022**

		Meeting (since last council)
Agricultural Society	Cr. Oswald (Alt. Cr. Kluin)	_____
Barrhead Accessibility Coalition	Cr. Kluin	_____
Barrhead Cares Coalition	Cr. Assaf	_____
Barrhead & Area Regional Crime Coalition (BARCC)	Mayor McKenzie	_____
Barrhead Attraction & Retention Committee	Mayor McKenzie	_____
Barrhead & District Social Housing Association	Cr. Smith	<u> X </u>
Barrhead Fire Services Committee	Cr. Assaf and Cr. Smith	_____
Barrhead Regional Airport Committee	Mayor McKenzie and Cr. Assaf	_____
Barrhead Regional Water Commission	Mayor McKenzie and Cr. Smith (Alt. Cr. Sawatzky)	_____
Capital Region Assessment Services Commission	Cr. Klumph	_____
Chamber of Commerce	Cr. Oswald	_____
Community Futures Yellowhead East	Cr. Assaf (Alt. Cr. Kluin)	_____
Economic Development Committee	Committee of the Whole	_____
Enhanced Policing School Resource Officer Committee	Cr. Sawatzky (Alt. Mayor McKenzie)	_____
Family & Community Support Services Society	Cr. Kluin and Cr. Oswald	<u> X </u>
Intermunicipal Collaboration Framework Committee	Cr. Assaf, Cr. Smith and Mayor McKenzie	_____
Library Board	Cr. Klumph (Alt. Cr. Sawatzky)	<u> X </u>
Municipal Emergency Advisory Commission	Cr. Assaf, Cr. Kluin and Cr. Smith	_____
Municipal Planning Commission	Cr. Assaf, Cr. Oswald and Cr. Sawatzky (Alt. Cr. Smith)	_____
Subdivision & Development Appeal Board	Cr. Klumph	_____
Twinning Committee	Cr. Klumph	_____
Yellowhead Regional Library Board	Cr. Klumph (Alt. Cr. Sawatzky)	_____

**Barrhead & District Social Housing Association
Minutes
Regular Board Meeting – September 26, 2022**

Members Present: Craig Wilson, Don Smith Bill Lane, Roberta Hunt (via videoconference)
Members Absent: Peter Kuelken
Staff Present: Tyler Batdorf, Su Macdonald

1.0 The meeting was called to order at 10:00 a.m.

2.0 Approval of Agenda

Bill Lane moved to approve the September 26, 2022, Regular Board Meeting Agenda.

Carried Unanimously

3.0 Adoption of the Minutes

Don Smith moved to adopt the Minutes of the Regular Board Meeting of August 29, 2022.

Carried Unanimously

4.0 Reports

4.1 Financial Report

Income Statements for Lodges and Social Housing were presented.

Bill Lane moved to accept the Financial Reports as presented.

Carried Unanimously

4.2 Cheque Log – August 2022

Don Smith moved to accept the Cheque Log as presented.

Carried Unanimously

4.3 CAO Report

Updates were presented on the following topics:

- Corporate Image and Rebranding
- Klondike Place – Architect Visit
- FCSS Health Aging Presentation

Initials: Chairperson C.W. CAO [Signature]

- Operations
- Administration
- Activities
- Housekeeping
- Facilities
- ASHC Funded Project Update
- BDSHA Project Update

Roberta Hunt moved to accept the CAO's Report as presented.

Carried Unanimously

4.4 Resident Services Manger's Report

Vacancy Report:

-Hillcrest Lodge	30 vacancies
-Klondike Place	2 vacancies
-Golden Crest Manor	0 vacancies
-Jubilee Manor	0 vacancies
-Pembina Court Manor	4 vacancies
-JDR Manor	1 vacancy
-Barrhead CH	1 vacancy
-Swan Hills CH	3 vacancies

Bill Lane moved to accept the Resident Services Manager's Vacancy Report as presented.

Carried Unanimously

5.0 Old Business

5.1 RFD – Bank Accounts (tabled from previous meeting)


The Deputy CAO & Corporate Services Manager presented a Request for Decision regarding which institutions and the number/type of accounts that are held.

Roberta Hunt moved that the CAO and Deputy CAO should make the decision regarding the institution and accounts.

6.0 New Business

6.1 RFD – Death of Tenant Policy

A Request for Decision was presented to amend Policy Section VII -18: Death of a Resident.

Initials: Chairperson C.W. CAO 

Roberta Hunt moved to adopt the amended policy.

Carried Unanimously

6.2 RFD – Dining Room PA System

A Request for Decision was presented regarding a new and better PA system.

Don Smith moved that the CAO prepare an RFP for a new system and bring it back before the Board.

Carried Unanimously

7.0 Correspondence

For Information Only – Letter from Alberta Seniors and Housing accepting the 2023-25 Business Plan

8.0 In Camera – Board and CAO

Not Required

9.0 In Camera – Board Only

Not Required

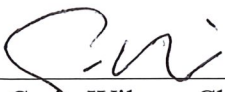
10.0 Time and Date of Next Meeting

Monday, October 24, 2022, at 1:00 p.m.

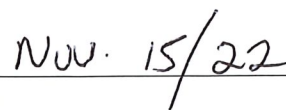
11.0 Adjournment

Roberta Hunt moved to adjourn the meeting a 10:50 a.m.


Carried Unanimously



Signature: Craig Wilson, Chairperson



Date



Signature: Tyler Batdorf, CAO



Date

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: November 22, 2022

Re: Correspondence Item

Item (a) Letter dated November 5, 2022, from Ms. Margaret Osborne, Board Chairperson on behalf of the Barrhead Community Victim Services Unit Association Board, regarding the province's delays moving forward with the current redesign proposal and stops to consult with the Victim Services Units to create a better plan.

Recommendation:

That Council submits a letter to the Ministry of Justice supporting the letter from the Barrhead Community Victim Services Unit Association Board dated November 5, 2022, regarding the province's delays moving forward with the current redesign proposal and stops to consult with the Victim Services Units to create a better plan.

Edward LeBlanc
CAO

November 5, 2022

Honorable Tyler Shandro
Ministry of Justice
204, 10800-97th Avenue
Edmonton, AB T5K 2B6

Dear Minister:

RE: Victim Services Redesign



Barrhead Community Victim Services Unit (BCVSUA) has concerns regarding the redesign of Victim Services. From the very beginning our unit participated in the consultation process of the four proposed models. We were not in favour of the proposed zonal model and noted such in our response. As well, Board members sat in on the various information sessions offered throughout this past summer. BCVSUA remains extremely concerned with the exclusion of the non-criminal trauma component, the size of the zonal models and the possibility of losing a community-based Program Manager and Advocates.

Alberta Justice and Solicitor General's insistence that Victim Services only assist victims in the context of a criminal event is unfortunate and short sighted. This proposed change will leave a huge void to serve victims of trauma and tragedy that are not a result of crime. This overlooks the needed support citizens in rural communities have been able to access through Victim Services Units. Smaller, rural centres lack the actual, physical services found in larger, urban areas. To handout telephone numbers for services well over one hundred kilometres away just does not work for individuals and/or families in crisis. Mental health and addiction issues, including resulting behaviors, are a huge concern throughout Alberta. Victim Services personnel can assist RCMP with these challenges and will leave a large gap in our community if not able to continue as the redesign moves forward.

BCVSUA has heard your redesign staff say JSG does not want to lose advocates. This is a positive comment; please do not overlook and ignore the training and abilities of current Program Managers and Advocates. These individuals are the heart and soul of victim services units forging productive working relationships with members of local RCMP detachments which carries over into work with clients. Please do not dismiss the experience and knowledge both Program Managers and Advocates have of their communities.

BCVSUA is genuinely concerned about the size of the four proposed zonal models. We are not convinced our rural communities of the Town of Barrhead, County of Barrhead, the Fort Assiniboine area of Woodlands County, and the Town of Swan Hills will be better served by the proposed, extremely large zonal model. This model has divided BCVSU into the outer fringes of

the proposed Northeast and Northwest zones and we fear the quality of service will be impaired.

We know other units and municipalities have expressed similar concerns and implore the Ministry of Justice to re-evaluate these parts of the redesign that profoundly affect the health and safety of our communities. Please consult and listen to suggestions from Alberta's Victim Services Units as your redesign team begins to formalize changes to the delivery of services to clients.

Sincerely,



Margaret Osborne

Board Chairperson

On behalf of the Board,

Barrhead Community Victim Services Unit Association

cc: Honourable Danielle Smith, Premier of Alberta
Trent Forsberg, Director, Victim Services, Ministry of Justice
Glen van Dijken, MLA, Athabasca-Barrhead-Westlock
Arnold Vierson, MP, Peace River - Westlock
Town of Barrhead, Town Council
County of Barrhead Council
Woodlands County Council
Town of Swan Hills, Town Council
Cathy Heron, President, Alberta Municipalities
Brian Turpin, President, Alberta Police-Based Victim Services Association