



Regular Open Council Meeting Agenda

Monday, April 14TH, 2025, at 7:00 p.m.
in the Council Chambers, Town Hall, 10203-105th Avenue, High Level, AB

Electronic Participation via YouTube. The YouTube link for this meeting is:
<https://youtube.com/live/YluEVwlmCzU?feature=share>

The Town of High Level Mayor and Council acknowledge Treaty 8 Territory - the traditional and ancestral territory of the Cree and Dene. We acknowledge that this territory is home to the Métis Settlements and the Métis Nation of Alberta, Regions 1, 4, 5 and 6 within the historical Northwest Métis Homeland.

We acknowledge the many First Nations, Métis and Inuit who have lived in and cared for these lands for generations.

We are grateful for the traditional Knowledge Keepers and Elders who are still with us today and those who have gone before us.

We make this acknowledgement as an act of reconciliation and gratitude to those whose territory we reside on or are visiting.

1. **CALL TO ORDER**
2. **ADOPTION OF MEETING AGENDA**
 - 2.1. Adoption of Meeting Agenda

THAT the Regular Open Council meeting agenda for April 14TH, 2025, BE ADOPTED.

3. DELEGATIONS

4. ADOPTION OF MINUTES

4.1 Minutes of the Regular Open Council Meeting held March 24th, 2025, for adoption.

**THAT the Minutes of Regular Open Council meeting held March 24th, 2025,
BE ADOPTED.**

5. DELEGATION BUSINESS

6. MAYOR'S REPORT

6.1. Mayor McAteer's Report March 25th, 2025 - April 14th, 2025

**THAT Council RECEIVE Mayor McAteer's report for the period of March 25th,
2025, to April 14TH, 2025, for information.**

7. COUNCIL COMMITTEE REPORTS

7.1. Council Committee Reports

THAT Council receive the Council Committee Reports from Deputy Mayor Langford, Councillor Anderson, Councillor Jessiman, Councillor Lambert, Councillor Liboiron, and Councillor Welke for the period of March 25th, 2025, to April 14TH, 2025, for information.

Deputy Mayor Langford:

Councillor Anderson:

Councillor Jessiman:

Councillor Lambert:

Councillor Liboiron:

Councillor Welke

8. ADMINISTRATIVE REPORTS

8.1. CAO Report – Verbal

THAT Council RECEIVE CAO Thoss' report for the period of March 25th, 2025, to April 14TH, 2025, for information.

9. ADMINISTRATIVE ENQUIRIES

9.1 Subdivision and Development Authority Bylaw Update

THAT based on the April 14, 2025, report from Director of Planning and Development, Subdivision and Development Authority Bylaw Update, Council considering passing 1st, 2nd, and 3rd readings for proposed Town of High Level Subdivision and Development Bylaw No. 1050-25.

9.2 Town of High Level Branding Options – Update 2

THAT based on the April 14, 2025, report from the Director of Planning and Development, Town of High Level Branding Options – Update 2, consider one of the options presented.

9.3 Appointment of Substitute Returning Officer

THAT based on the April 14, 2025, report from the Chief Administrative Office, Appointment of Substitute Returning Officer, Council APPOINT Jena-Rayé Clarke as the Substitute Returning Officer for the 2025 municipal election to be held October 20, 2025.

10. OLD BUSINESS

11. NEW BUSINESS

12. CORRESPONDENCE FOR ACTION

12.1 Correspondence for Action

THAT the items of correspondence for information be action.

- 2025 Apex Utilities – Renewal of Natural Gas Distribution System Franchise Agreement

- Alberta Municipalities – Responding to Bill 50 – Register for ABMunis' Webinar

13. CORRESPONDENCE FOR INFORMATION

13.1. Correspondence for Information

THAT the items of correspondence for information be received.

- Honourable Minister Ric McIver – Bill 50, Municipal Affairs Statutes Amendment Act, 2025
- Maskwa Medical Center Presentation
- Maskwa Medical Center Project Update
- RCMP High Level Detachment March 2025 Statistics

14. NOTICES OF MOTION

15. QUESTION PERIOD

16. RECESS TO IN-CAMERA MEETING

16.1. Recess to In-Camera Meeting

THAT pursuant to *the Freedom of Information and Protection of Privacy Act*, the meeting be closed to the public on the basis that the subject matter of all agenda items to be considered related to matters listed under Part 1, Division 2, sections 24(1)(b) advice, proposals, recommendations, analyses or policy options developed by or for a public body or a member of the Executive Council.

17. RECONVENE OPEN MEETING

17.1. Reconvene Open Meeting

THAT the Regular Open Council meeting be reconvened.

18. IN-CAMERA ITEMS

19. ADJOURNMENT

THAT there being no further business of the Regular Open Council meeting, it BE ADJOURNED.

CALL TO ORDER

ADOPTION OF AGENDA

DELEGATIONS

APPROVAL OF MINUTES



Minutes of the Regular Open Council Meeting held **March 24th, 2025, at 7:00 p.m.**
in the Council Chambers, Town Hall, 10203-105th Avenue, High Level, AB

In Attendance:

Council: Mayor Crystal McAteer
Deputy Mayor Boyd Langford
Councillor Terry Jessiman
Councillor Josh Lambert
Councillor Mark Liboiron
Councillor Jan Welke

Staff: Viv Thoss, Chief Administrative Officer
Logan Bartholow, Director of Planning & Development
Jena-Rayé Clarke, Director of Community Services
Rodney Schmidt, Director of Emergency Services
Keith Straub, Director of Operations
Bill Schnarr, Communications Coordinator
Debbie McCann, Returning Officer

Regrets: Councillor Brent Anderson

1. CALL TO ORDER

Mayor McAteer called the meeting to order at 7:00 p.m.

2. ADOPTION OF MEETING AGENDA

2.1. Adoption of Meeting Agenda

Mayor McAteer requested an in-camera session to discuss matters outlined in Part 1, Division 2, Section 25(1)(c) of the *Freedom of Information and Protection of Privacy Act*.

Moved by Councillor Liboiron

069-25 THAT the Regular Open Council meeting agenda for March 24th, 2025, BE ADOPTED as amended with additional item;

- In-Camera Session

Carried

3. DELEGATIONS

There were no delegations scheduled for this meeting.

4. ADOPTION OF MINUTES

4.1. Minutes of the Regular Open Council Meeting held March 10th, 2025, for adoption.

Moved by Councillor Lambert

070-25 THAT the Minutes of Regular Open Council meeting held March 10th, 2025, BE ADOPTED.

Carried

5. MAYOR'S REPORT

5.1. Mayor McAteer's Report March 11th, 2025 - March 24th, 2025

Moved by Councillor Welke

071-25 THAT Council RECEIVE Mayor McAteer's report for the period of March 11th, 2025, to March 24th, 2025, for information.

Carried

6. COUNCIL COMMITTEE REPORTS

6.1. Council Reports

Moved by Deputy Mayor Langford

072-25 THAT Council RECEIVE the Council Reports from Deputy Mayor Langford, Councillor Anderson, Councillor Jessiman, Councillor Lambert, Councillor Liboiron, and Councillor Welke for the period of March 11th, 2025, to March 24th, 2025, for information.

Deputy Mayor Langford:

Feb. 26 - Regional Economic Development Initiative

Mar. 17-19 - 2025 Rural Municipalities of Alberta Spring Convention

Councillor Anderson:

Not in attendance

Councillor Jessiman:

Nothing to Report

Councillor Lambert:

Mar. 17-19 - 2025 Rural Municipalities of Alberta Spring Convention

Councillor Liboiron:

Mar. 19 - High Level Library Board

Councillor Welke:

Mar. 17-19 - 2025 Rural Municipalities of Alberta Spring Convention

Carried

7. ADMINISTRATIVE REPORTS

7.1. CAO Report - Verbal

Moved by Councillor Liboiron

073-25 THAT Council RECEIVE CAO Thoss' report for the period of March 11th, 2025, to March 24th, 2025, for information.

Carried

8. ADMINISTRATIVE ENQUIRIES

8.1. Making Housing Easier to Build - ToHL Land Use Bylaw Project

Moved by Councillor Lambert

074-25 That Council RECEIVE the report titled "*Making Housing Easier to Build – ToHL Land Use Bylaw Project*," submitted by Logan Bartholow, Director of Planning and Development, for information.

Carried

8.2. Town of High Level Branding Options

Moved by Councillor Lambert
Opposed by Mayor McAtee

075-25 THAT Council DIRECT Administration to proceed with design #2 of the branding options presented and return to Council for approval of the finalized design.

Carried

8.3. Preparations for the 2025 Municipal Election

Moved by Deputy Mayor Langford

076-25 THAT Council DIRECT the Returning Officer to draft a proposed Elections Procedure Bylaw, reflecting current legislative requirements and best practices, for consideration at the regular open council meeting scheduled for April 28th, 2025.

Carried

9. OLD BUSINESS

There were no old business items brought forward.

10. NEW BUSINESS

There were no new business items brought forward.

11. CORRESPONDENCE FOR ACTION

11.1. Correspondence for Action

- 2025 Apex Utilities - Renewal of Natural Gas Distribution System Franchise Agreement

11.2. 2025 Apex Utilities - Renewal of Natural Gas Distribution System Franchise Agreement

Moved by Deputy Mayor Langford

077-25 THAT Council DIRECT Administration to investigate the costs of acquisition of the Apex gas distribution system.

Carried

11.3. 2025 Apex Utilities - Renewal of Natural Gas Distribution System Franchise Agreement

Moved by Councillor Jessiman

078-25 THAT Council DIRECT Administration to table the 2025 Apex Utilities - Renewal of Natural Gas Distribution System Franchise Agreement to the next council meeting.

Carried

12. CORRESPONDENCE FOR INFORMATION

12.1. Correspondence for Information

Moved by Councillor Liboiron

079-25 THAT the items of correspondence for information BE RECEIVED.

- Honourable Minister Ric McIver - Budget 2025
- NUEL - Nuclear Power Plant Information
- Honourable Minister Ric McIver - 2025 Education Property Tax Requisitions

Carried

12.2. Internal Correspondence

Moved by Councillor Lambert

080-25 THAT the items of internal correspondence BE RECEIVED.

- Community Services Departmental Monthly Report - February 2025
- Planning & Dev. - Dept. Monthly Report - February 2025
- Protective Services - Dept. Monthly Report - February 2025

Carried

12.3. Outgoing Correspondence

Moved by Deputy Mayor Langford

081-25 THAT the item of outgoing correspondence BE ACKNOWLEDGED.

- Town of High Level's Letter to Premier Smith: Requesting Support for Alberta's Forest Industry Amid Trade Barriers

Carried

13. NOTICES OF MOTION

There were no notices of motion brought forward.

14. QUESTION PERIOD

There was no one in gallery attendance that wished to speak.

15. RECESS TO IN-CAMERA MEETING

15.1. Recess to In-Camera Meeting

Moved by Councillor Liboiron

082-25 THAT pursuant to the *Freedom of Information and Protection of Privacy Act*, the meeting BE CLOSED to the public on the basis that the subject matter of all agenda items to be considered related to matters listed under Part 1, Division 2, sections 25(1)(c) information the disclosure of which could reasonably be expected to interfere with contractual or other negotiations of the Government of Alberta or a public body.

Council recessed into an In-Camera meeting at 8:20 p.m.

Carried

16. RECOVENE OPEN MEETING

16.1. Reconvene Open Meeting

Moved by Councillor Liboiron

083-25 THAT the Regular Open Council meeting BE RECONVENED.

The Regular Open Council Meeting reconvened at 8:46 p.m.

Carried

17. IN-CAMERA ITEMS

There were no in-camera items brought forward.

18. ADJOURNMENT

Moved by Councillor Welke

084-25 THAT there being no further business of the Regular Open Council meeting, it BE ADJOURNED.

Carried

THE REGULAR OPEN COUNCIL MEETING ADJOURNED AT 8:47 P.M.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

DELEGATION BUSINESS

MAYOR'S REPORT

COUNCIL COMMITTEE REPORTS

**ADMINISTRATIVE
REPORTS**

ADMINISTRATIVE ENQUIRIES



Town of High Level Regular Council Meeting Request for Decision

Meeting Date: April 14, 2025
Prepared By: Logan Bartholow, Director of Planning & Development
Subject: Subdivision and Development Authority Bylaw Update

Recommendation:

THAT based on the April 14, 2025 report from the Director of Planning and Development, *Subdivision and Development Authority Bylaw Update*, Council consider passing 1st, 2nd, and 3rd readings for proposed *Town of High Level Subdivision and Development Bylaw No. 1050-25*.

CAO Comments:

I support the recommendation.

Background:

- The Town currently has two separate bylaws defining Subdivision Authority (Bylaw No. 747-00) and Development Authority (Bylaw No. 990-18).
- The Subdivision Authority bylaw was passed in 2000, and the Development Authority bylaw was passed in 2018.

Discussion:

Repealing the current bylaws and passing a consolidated version as proposed has a number of benefits:

- Having each authority clarified under two separate bylaws is not necessary, and having a combined bylaw keeps all information and policies relevant to each authority consistent. This further simplifies future amendments.

- Clarifies how the Chief Administrative Officer (CAO) may delegate their authority to other staff members. This also allows the CAO to delegate this authority to outside agencies in the event a consultant must be brought on to maintain service delivery and meet statutory timelines of subdivision and development applications, as outlined in the *Municipal Government Act*.
- Provides clear direction to the Subdivision Authority and Development Authority on how to handle variance requests that may exceed what is permissible in the Land Use Bylaw.
- Removes information regarding outdated fees that conflict with the current Fees Bylaw.

Financial:

N/A

Council Options:

1. THAT based on the April 14, 2025 report from the Director of Planning and Development, *Subdivision and Development Authority Bylaw Update*, Council give 1st, 2nd, and 3rd readings to proposed *Town of High Level Subdivision and Development Bylaw No. 1050-25*.
2. THAT based on the April 14, 2025 report from the Director of Planning and Development, *Subdivision and Development Authority Bylaw Update*, Council accept the report presented as information.
3. Direct staff to take any other action deemed appropriate by Council.

Attachments:

Attachment 1 – Bylaw 1050-25 – Subdivision and Development Authority (DRAFT)

Attachment 2 – Bylaw 747-00 – Subdivision Authority

Attachment 3 – Bylaw 990-18 Development Authority

Approvals:



CAO, Viv Thoss



**Author: Logan Bartholow,
Director of Planning &
Development**



TOWN OF HIGH LEVEL
SUBDIVISION AND DEVELOPMENT AUTHORITY
BYLAW NO. 1050-25

WHEREAS the Municipal Government Act provides that a municipality must establish a Subdivision Authority and a Development Authority.

NOW THEREFORE, the Council of the Town of High Level, in the Province of Alberta, duly assembled, enacts as follows:

1. That Bylaw No. 990-18 and Bylaw No. 747-00 are hereby repealed.
2. In this Bylaw, and in the context of this Bylaw:
 - a) "ACT" means the most current version of the Municipal Government Act;
 - b) "CHIEF ADMINISTRATIVE OFFICER" means the person appointed to carry out the powers, duties, and functions of the position of the Chief Administrative Officer;
 - c) "COUNCIL" means the Mayor and Councillors of the Town of High Level, elected pursuant to the Local Authorities Election Act, Revised Statutes of Alberta;
 - d) "TOWN" means the municipality of the Town of High Level, an incorporated body in the Province of Alberta.
3. That the positions of the Subdivision Authority and the Development Authority are hereby established within this Bylaw and shall consist of the Chief Administrative Officer, and their designated representative, whether internal or external.
4. The Chief Administrative Officer may designate a representative to act as the Subdivision Authority or Development Authority on their behalf through a formal letter to a Town employee kept on that employee's employment file, or through a written contract for services with an outside agency.
5. The Subdivision Authority and Development Authority are hereby authorized to review and render decisions and issue orders with or without conditions on completed subdivision and development applications, taking into account the Act, the Town of

High Level statutory plans, the Town of High Level Land Use Bylaw, and other regulations as determined relevant by the Subdivision Authority and Development Authority.

6. Decisions and orders made by the Subdivision Authority and Development Authority shall adhere to the timelines and requirements outlined within the Act. Where the Act does not address timelines and requirements relevant to the decision or order made, the Land Use Bylaw may address such matters.
7. Where an applicant for a subdivision or development application is requesting a variance, relaxation, or concession that is not provided for within the Town of High Level statutory plans or the Town of High Level Land Use Bylaw, the Subdivision Authority and/or Development Authority shall issue a refusal of the request.
8. Appeals of the Subdivision Authority's and Development Authority's decisions or orders shall be conducted and accepted as outlined in the Act. Where the Act does not address how an appeal, or an aspect of an appeal, should be handled, the Town of High Level's Land Use Bylaw may address such matters.
9. It is the responsibility of the Subdivision Authority and the Development Authority to maintain and keep records with respect to decisions rendered and orders issued, ensure statutory notices are provided to such persons as the Act requires, and sign all decisions, orders, notices, and other items given under such authority.
10. This Bylaw shall come into effect on the date of its final passing.

READ A FIRST TIME this _____ day of _____, 202_____

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ A SECOND TIME this _____ day of _____, 202_____

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ A THIRD TIME this _____ day of _____, 202_____

MAYOR

CHIEF ADMINISTRATIVE OFFICER

**TOWN OF HIGH LEVEL
BYLAW NO. 747-00**

BEING A BYLAW OF THE TOWN OF HIGH LEVEL, IN THE PROVINCE OF ALBERTA, TO ESTABLISH THE SUBDIVISION AUTHORITY AND THE FEES FOR SUBDIVISION APPLICATION AND ENDORSEMENT

WHEREAS, under the provisions of Section 623 of the Municipal Government Act, being Chapter M-26. 1 of the Revised Statutes of Alberta and amendments thereto, a Council must by bylaw provide for a subdivision authority to exercise subdivision powers and duties on behalf of the Town of High Level, and a Council may by bylaw establish fees for subdivision applications and endorsement of plan or other instruments for registration.

NOW THEREFORE, the Council of the Town of High Level in the Province of Alberta, DULY ASSEMBLED ENACTS AS FOLLOWS:

1. That the position of Subdivision Authority for the Town of High Level is hereby established
2. In this bylaw, unless the context otherwise recur
 - a) "ACT" means the Municipal Government Act, Revised Statutes of Alberta, 1994 and amendments thereto;
 - b) "CHIEF ADMINISTRATIVE OFFICER" means the person appointed to carry out the powers, duties and functions of the position of Chief Administrative Officer,
 - c) "COUNCIL" means the Mayor and Councillors of the Town of High Level for the time being elected pursuant to the provisions of the Act, whose term is unexpired, who have not resigned and who continue to be eligible to hold office as such under the terms of the Act;
 - d) "DEVELOPMENT AUTHORITY" means the persons appointed in accordance to the Development Authority Bylaw;
 - e) "SUBDIVISION AUTHORITY OFFICER" means the Development Authority;
 - f) "TOWN" means the municipality of the Town of High Level, an incorporated body in the Province of Alberta.
3. Pursuant to the conditions outlined within this Bylaw, the Subdivision Authority shall be the Development Authority.
4. The Subdivision Authority is not required to hold a hearing in consideration of an application for subdivision.
5. That the following non-refundable fees shall be charged upon submission of an application for subdivision approval:

\$200.00 for each subdivision application plus \$100.00 per proposed lot excluding municipal reserves, environmental reserves and public utility lots.
6. That the following non-refundable fees be charged upon submission of a registrable instrument for endorsement:

\$100.00 per lot endorsement fee for the total number of lots, and \$20.00 per unit of a condominium plan, excluding municipal reserves, environmental reserves and public utility lots.
7. That the signing officer for the Subdivision Authority shall be the Subdivision Authority Officer.
8. The Subdivision Authority Officer shall,
 - a) maintain and keep records with respect to the subdivision authority decisions;

- b) ensure that statutory notices of applications and decisions of the Subdivision Authority are provided to such persons as the Act requires;
- c) sign all orders, decisions, approvals, notices and other items given by the Subdivision Authority.

9. Bylaw No. 721-00 is hereby repealed

READ A FIRST TIME this 18th day of December, 2000.

READ A SECOND TIME this 18th day of December, 2000.

READ A THIRD TIME AND FINALLY PASSED this day of January, 2001.

Mayor

Designated Officer



**TOWN OF HIGH LEVEL
DEVELOPMENT AUTHORITY BYLAW NO. 990-18**

**BEING A BYLAW OF THE TOWN OF HIGH LEVEL, IN THE PROVINCE OF ALBERTA, TO
ESTABLISH THE POSITION OF DEVELOPMENT AUTHORITY.**

WHEREAS, under the provisions of Section 624 of the Municipal Government Act, being Chapter M-26.1 of the Revised Statutes of Alberta and amendments thereto, a Council must by bylaw provide for a Development Authority to exercise development powers and duties on behalf of the Town of High Level;

NOW THEREFORE, the Council of the Town of High Level in the Province of Alberta, DULY ASSEMBLED ENACTS AS FOLLOWS:

1. That the position of Development Authority for the Town of High Level is hereby established;
2. In this bylaw, unless the context otherwise requires,
 - a) "ACT" means the Municipal Government Act, Revised Statutes of Alberta, 1994 and amendments thereto;
 - b) "COUNCIL" means the Council of the Town of High Level, elected pursuant to the Local Authorities Election Act, Revised Statutes of Alberta;
 - c) "CHIEF ADMINISTRATIVE OFFICER" means the person appointed to carry out the powers, duties and functions of the position of Chief Administrative Officer;
 - d) "TOWN" means the municipality of the Town of High Level, an incorporated body in the Province of Alberta;
3. Pursuant to the conditions outlined within this Bylaw, the Development Authority shall consist of the Chief Administrative Officer.
4. The Chief Administrative Officer as Development Authority shall,
 - a) exercise development powers and duties outlined in the Act and the Town's Land Use Bylaw on behalf of the Town;

b) issue development permits, with or without conditions, in accordance with the Town's Land Use Bylaw;

c) for greater certainty, but not so as to restrict the foregoing, ensure that

(i) orders, decisions, approvals, notices or other things are duly signed;

(ii) land use and development conforms to the provisions of the Land Use Bylaw, the Municipal Development Plan and the Area Structure Plans;

(iii) development permit records are permanently filed and maintained;

5. The Development Authority shall not

a) fail to discharge the duties of office imposed by this bylaw;

b) sign any statement, report or return required by this bylaw knowing that it contains a false statement;

c) fail to hand over to a successor in office, or to the persons designated in writing by the Council or the Minister, all money, books, papers and other property of the Town;

6. Bylaw No. 845-06 is hereby repealed.

7. Bylaw No. 864-08 is hereby repealed.

8. This bylaw comes into force at the beginning of the day of final passing.

READ A FIRST TIME this 1st day of October, 2018.

READ A SECOND TIME this 1st day of October, 2018.

RECEIVED UNANIMOUS CONSENT this 1st day of October, 2018.

READ A THIRD AND FINAL TIME this 1st day of October, 2018.

SIGNED AND PASSED this 5TH day of October, 2018.

MAYOR

MUNICIPAL SECRETARY



Town of High Level Regular Council Meeting Request for Decision

Meeting Date: April 14, 2025
Prepared By: Logan Bartholow, Director of Planning & Development
Subject: Town of High Level Branding Options – Update 2

Recommendation:

THAT based on the April 14, 2025 report from the Director of Planning and Development, *Town of High Level Branding Options – Update 2*, Council consider one of the options as presented.

CAO Comments:

I support the recommendation.

Background:

October 2024

- On October 8, 2024, Council directed Administration to procure a consultant to create a new logo and brand design for Council's consideration. Council allocated \$25,000 from the 2024 budget surplus to fund the project.

November 2024:

- North 43 Design, a Grande Prairie based company specializing in rebranding initiatives, was contracted to complete the project. The firm developed four new branding options for Council's review.

February 2025:

- On February 24, 2025, Administration presented five branding options to Council (four new options and the existing Town logo as a fifth option) (Attachment 1).
- Council directed Administration to conduct a public survey asking residents to rank their preferred choices among Options 2, 4, and 5.

March 24, 2025

- Council directed Administration to proceed with finalizing branding option 2 and to return to Council for approval of a finalized design.

Discussion:

Following the March 24 Council meeting, Administration has worked with the consultant to bring forward several color and icon options for Council's final decision.

Each of the color palettes was designed to introduce more color into the logo while balancing color theory, contrast, and usability of the colors for various forms of digital and physical applications.

Should Council choose one of the color palettes and icon options, Administration will work towards an official change of the Town's logo over the coming months, and a brand guide and aligned templates for various municipal documents will be completed and brought to Council for further information.

Further, to ensure the new branding is rolled out in a coordinated manner, rather than piece by piece, Administration is recommending that an official launch of the logo occur on August 1, 2025. This will give Administration time to prepare changes to public-facing documents, the Town's social media and website, and to procure new uniforms and other items.

Financial:

Project Funding Summary

- The rebranding project is funded entirely from the 2024 budget surplus and is not grant-funded.

- The Town's Wayfinding Strategy & Implementation Plan is dependent on the completion of this project as the Town's branding will be heavily incorporated into the signage design.
 - The Wayfinding project is 50% grant-funded through the Northern and Regional Economic Development Program and 50% municipally funded.
 - Further delays in the decision-making process for the Town's branding may result in the Town's Wayfinding Strategy & Implementation Plan falling behind deadline which could result in a loss of grant funding.

Capital Funding Summary

- Administration has included a \$110,500 capital project in the approved 2025 Capital Budget to complete a potential branding change. These funds will be used through 2025 to complete a transition of the Town's branding. Any future funding needed to fully complete the transition will be brought forward for Council's consideration at the 2026 Capital Budget deliberations.
- Administration will also work to ensure that one-use items, like printed letterheads with the Town's current branding, are only replaced once the current items are used.
- If Council chooses to maintain the Town's current branding then the proposed capital project will be cancelled.

Council Options:

1. THAT based on the April 14, 2025 report from the Director of Planning and Development, *Town of High Level Branding Options – Update 2*, Council approve the adoption of a new Town of High Level logo to replace its current version, using palette option (INSERT NUMBER), and icon option (INSERT NUMBER), as presented in Attachment 1;

AND THAT Council direct Administration to officially launch the Town's new logo on August 1, 2025.

2. THAT based on the April 14, 2025 report from the Director of Planning and Development, *Town of High Level Branding Options – Update 2*, Council direct Administration to retain the Town's current logo and branding with no further modifications.
3. Direct staff to take any other action deemed appropriate by Council.

Attachments:

Attachment 1 – Colour Palette and Icon Options

Approvals:



CAO, Viv Thoss



**Author: Logan Bartholow,
Director of Planning &
Development**



TOWN OF

High Level

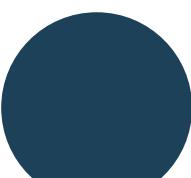


TOWN OF

High Level



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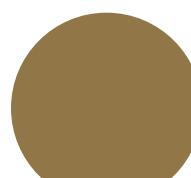
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Distinction, Loyalty, Warmth and Comfort,
Energy and Power and a Zest for life,
Wisdom and Growth.



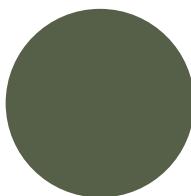
TOWN OF

High Level



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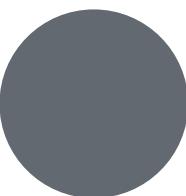
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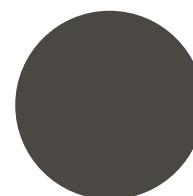
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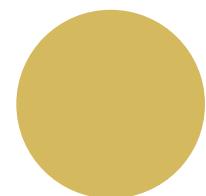
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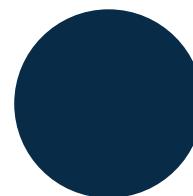
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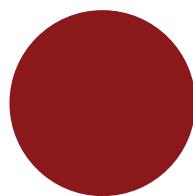
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R 86

G 96

B 72

R 157

G 144

B 125

R 98

G 105

B 113

R 244

G 218

B 206

R 213

G 184

B 94

R 12

G 44

B 72

R 92

G 65

B 96



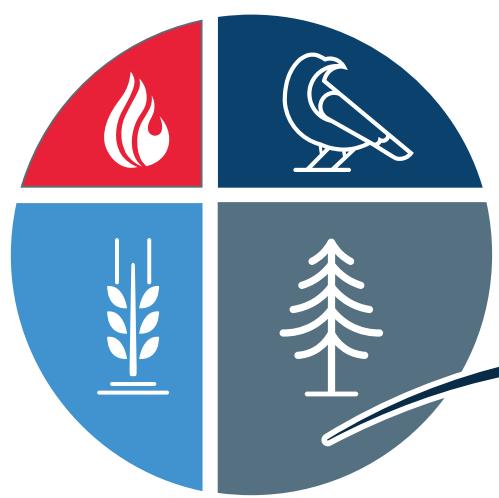
Warm, Safe, Protective, Sturdy, Durable,
Welcoming, Bold.



TOWN OF
High Level

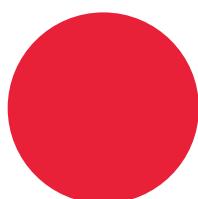


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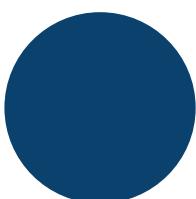


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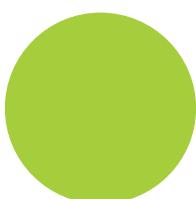
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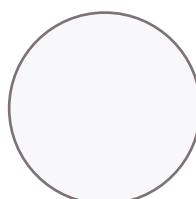
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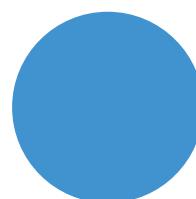
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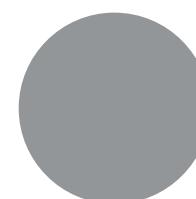
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R 232

G 36

B 57

R 18

G 66

B 109

R 166

G 206

B 59

R 247

G 246

B 251

R 74

G 149

B 208

R 255

G 204

B 14

R 147

G 149

B 152



*Happiness, Energetic Optimistic,
Adventurous, Abundance, Joy.*



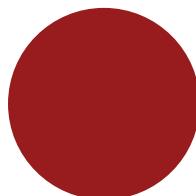
TOWN OF
High Level



TOHL Secondary Colours



TOWN OF
High Level



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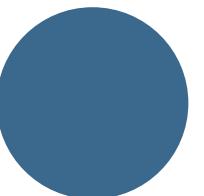
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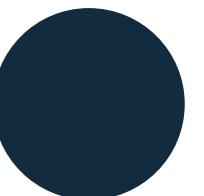
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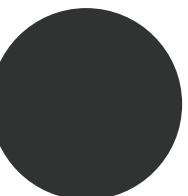
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R 232

G 36

B 57

R 242

G 217

B 141

R 87

G 90

B 38

R 242

G 174

B 46

R 62

G 104

B 140

R 21

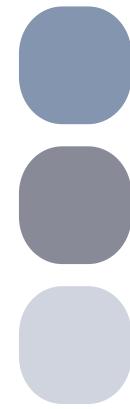
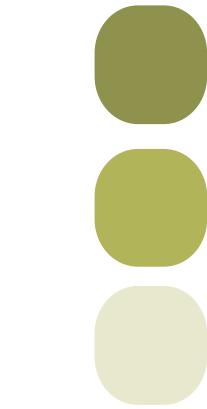
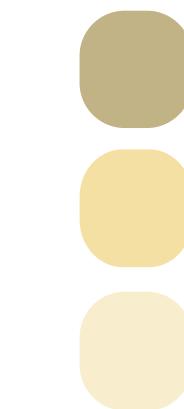
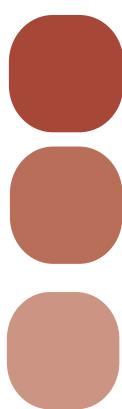
G 44

B 63

R 51

G 51

B 51



Bright, Happiness, Hope, Calm,
Trus**36**sion



TOWN OF

High Level

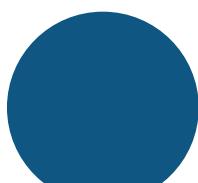


Positive & Passionate

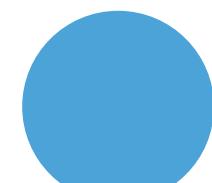


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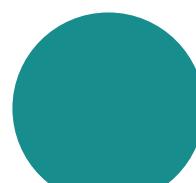
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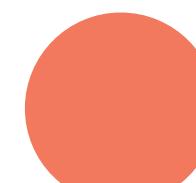
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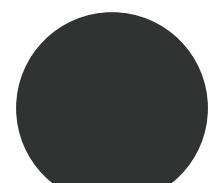
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R 14
G 86
B 130R 80
G 164
B 216R 9
G 140
B 140R 242
G 211
B 119R 242
G 122
B 93R 51
G 51
B 51Bright, Happiness, Hope, Calm,
Trust, Passion

Icon Selection

Please consider each of these icons and make a selection from A and a selection from B.

A. 1



A. 2



B. 1



B. 2



Layout Mockups



Icon Option 1



Icon Option 2



Icon Option 3



Icon Option 4



Town of High Level Regular Council Meeting Request for Decision

Meeting Date: April 14, 2025

Prepared By: Viv Thoss, Chief Administrative Officer

Subject: Appointment of Substitute Returning Officer

Recommendation:

THAT based on the April 14, 2025 report from the Chief Administrative Officer, *Appointment of Substitute Returning Officer*, Council APPOINT Jena-Rayé Clarke as the Substitute Returning Officer for the 2025 municipal election to be held October 20, 2025.

CAO Comments:

Background:

At the regular open Council meeting on March 10, 2025, Council appointed Debbie McCann as the Returning Officer for the upcoming election.

The role of the returning officer is critical in overseeing and managing all aspects of the election process, ensuring fairness, transparency, and adherence to applicable laws. However, unforeseen circumstances, such as illness or other emergencies, could impede the primary returning officer's ability to perform their duties. To mitigate this risk and ensure that the electoral process remains fair, transparent, and well-managed under all circumstances, it is prudent to appoint a substitute returning officer.

Discussion:

Appointing a substitute returning officer offers several key benefits:

- 1) Provides continuity and avoids disruptions in case the primary returning officer is unable to fulfill their duties.
- 2) Ensures time-sensitive decisions and responsibilities are managed effectively throughout the election process.

- 3) Demonstrates foresight and preparedness to the electorate, reinforcing confidence in the electoral administration.
- 4) Aligns with legal requirements and best practices for election management.

Municipal councils are required to appoint a substitute returning officer by resolution no later than June 30 of the year in which the election occurs. The substitute returning officer will be equipped with the same authority and responsibilities as the primary returning officer, enabling them to seamlessly assume the role when required.

Appointing a substitute returning officer is a proactive measure that ensures the integrity and smooth operation of the election process. It aligns with best practices and supports the Council's commitment to transparent and efficient governance.

Alternatives:

Option 1: THAT based on the April 14, 2025 report from the Chief Administrative Officer, *Appointment of Substitute Returning Officer*, Council APPOINT Jena-Rayé Clarke as the Substitute Returning Officer for the 2025 municipal election to be held October 20, 2025.

Option 2: THAT Council appoint an alternative individual to serve as Substitute Returning Officer.

Option 4: THAT Council direct staff to take any other action deemed appropriate by Council.

Respectfully submitted,



CAO, Viv Thoss

OLD BUSINESS

NEW BUSINESS

**CORRESPONDENCE FOR
ACTION**

March 21, 2025

Town of High Level
10511-103 Street
High Level AB, T0H 1Z0

Dear Mayor Crystal McAteer and Council,

RE: Renewal of Natural Gas Distribution System Franchise Agreement

Apex Utilities Inc. (AUI) currently holds the natural gas franchise for Town of High Level under an agreement effective October 1, 2015. This agreement, with a term of ten (10) years, is set to expire on September 30, 2025.

AUI invites the Town of High Level to discuss the renewal of this agreement and looks forward to continuing our collaboration.

Attached for your review are the following documents:

- A copy of the current franchise agreement.
- A copy of the Alberta Utilities Commission approved template.
- A summary of the renewal process.

Should you have any questions or concerns in the interim, please contact Irv Richelhoff at 780-980-7305 or via email at businessdevelopment@apexutilities.ca.

Sincerely,



Irv Richelhoff
Supervisor, Business Development

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

2014

BETWEEN:

Town of High Level

- AND -

AltaGas Utilities Inc.

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NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN:

Town of High Level,

a municipality located in the Province of Alberta
(the “**Municipality**”)

OF THE FIRST PART

– and –

AltaGas Utilities Inc.,

a corporation having its head office at the City of Leduc,
in the Province of Alberta
(the “**Company**”)

OF THE SECOND PART

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

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

1) Definitions and Interpretation

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

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

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

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

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

2) Term

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:
 - i) 1st day of October, 20 15; and
 - ii) the first (1st) business day after both of the following have occurred:
 - A. the Commission has approved and acknowledged this Agreement; and
 - B. Council of the Municipality has passed third reading of the applicable adopting bylaw.
- b) This Agreement will expire on the 30th day of September, 20 25.
- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

3) Expiry of Term of Agreement

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

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

4) Grant of Franchise

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

5) Franchise Fee

a) Calculation of Franchise Fee

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

For the first (1st) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be 30 percent (30%).

By no later than September 1st of each year, the Company will:

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

b) Adjustment to the Franchise Fee

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

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

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

c) Notice to Change Franchise Fee

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

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

d) Payment of Franchise Fee

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

e) Franchise Fee Cap

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

f) Reporting Considerations

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

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

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

6) Core Services

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

7) Provision of Extra Services

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

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

8) Municipal Taxes

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

9) Right to Terminate on Default

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

10) Sale of Natural Gas Distribution System

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

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

11) Provision of Detailed Plans and Equipment

a) Detailed Plans

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

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

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

b) Provision of Equipment

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

12) Right of First Refusal to Purchase

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

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

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

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

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

- a) Municipal Approval

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

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

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

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

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

b) Restoration of Municipal Property

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

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

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

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

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

c) **Urgent Repairs and Notification to Municipality**

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

d) **Company to Obtain Approvals from Other Utilities**

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

e) **Revised Plans and Specifications**

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

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

f) Approvals

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

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

14) Responsibilities For Cost of Relocations

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

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

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

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

d) The following example illustrates the intended application of the foregoing provisions:

Where:

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

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

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

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

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

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

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

15) Natural Gas Distribution System Expansion

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

16) Increase in Municipal Boundaries

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

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

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

17) Joint Use of Municipal Rights-of-Way

a) Municipal Use

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

b) Third Party Use and Notice

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

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

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

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

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

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

18) Municipality as a Retailer

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

19) Reciprocal Indemnification and Liability

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

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

- i) any breach by the Company of any of the provisions of this Agreement; or
- ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.

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

20) Assignment

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

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

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

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

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

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

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

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

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

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

21) Notices

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

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

22) Interruptions or Discontinuance of Delivery Service

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

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

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

23) Dispute Settlement

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

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

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

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

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

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

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

24) Application of Water, Gas and Electric Companies Act

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

25) Force Majeure

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

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

26) Terms and Conditions

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

27) Not Exclusive Against Her Majesty

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

28) Severability

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

29) Amendments

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

30) Waiver

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

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

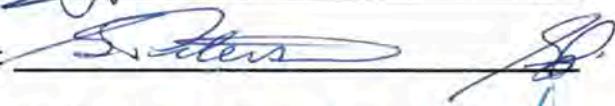
31) Confidentiality

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

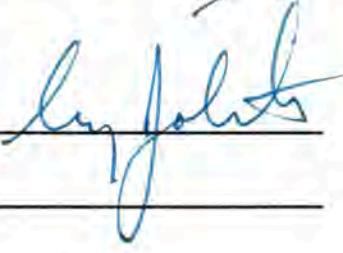
IN WITNESS WHEREOF the Parties hereto have executed these presents as of the day and year first above written.

Town of High Level

PER:  (M)

PER:  (S)

AltaGas Utilities Inc.

PER: 

PER: 

SCHEDULE "A" Core Services

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

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

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

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

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

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

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

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

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

SCHEDULE "B" Extra Services

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

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

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

2025

BETWEEN:

Town of High Level

- AND -
Apex Utilities Inc.

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NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN:

Town of High Level,

a municipality located in the Province of Alberta
(the “**Municipality**”)

OF THE FIRST PART

– and –

Apex Utilities Inc.,

a corporation having its head office at the City of Leduc,
in the Province of Alberta
(the “**Company**”)

OF THE SECOND PART

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

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

1) Definitions and Interpretation

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

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

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

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

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

2) Term

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:
 - i) _____ day of _____, 20____; and
 - ii) the first (1st) business day after both of the following have occurred:
 - A. the Commission has approved and acknowledged this Agreement; and
 - B. Council of the Municipality has passed third reading of the applicable adopting bylaw.
- b) This Agreement will expire on the _____ day of _____, 20____.
- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

3) Expiry of Term of Agreement

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

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

4) Grant of Franchise

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

5) Franchise Fee

a) Calculation of Franchise Fee

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

For the first (1st) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be ____ percent (____ %).

By no later than September 1st of each year, the Company will:

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

b) Adjustment to the Franchise Fee

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

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

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

c) Notice to Change Franchise Fee

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

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

d) Payment of Franchise Fee

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

e) Franchise Fee Cap

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

f) Reporting Considerations

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

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

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

6) Core Services

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

7) Provision of Extra Services

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

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

8) Municipal Taxes

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

9) Right to Terminate on Default

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

10) Sale of Natural Gas Distribution System

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

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

11) Provision of Detailed Plans and Equipment

a) Detailed Plans

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

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

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

b) Provision of Equipment

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

12) Right of First Refusal to Purchase

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

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

- b) If the Municipality does not exercise its right of first refusal and the said *bona fide* offer the Company is willing to accept does not proceed to closure, the Municipality retains its right of first refusal on any other offer.
- c) This right of first refusal applies where the offer pertains only to the entire Natural Gas Distribution System. The right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal

Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal will be of no force and effect and will not apply.

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

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

a) Municipal Approval

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

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

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

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

b) Restoration of Municipal Property

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

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

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

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

c) Urgent Repairs and Notification to Municipality

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

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

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

f) Approvals

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

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

14) Responsibilities For Cost of Relocations

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

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

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

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

d) The following example illustrates the intended application of the foregoing provisions:

Where:

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

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

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

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

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

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

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

15) Natural Gas Distribution System Expansion

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

16) Increase in Municipal Boundaries

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

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

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

17) Joint Use of Municipal Rights-of-Way

a) Municipal Use

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

b) Third Party Use and Notice

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

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

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

Municipality may require such third party enter into an agreement with the Municipality, and such agreement may require such third party pay compensation to the Municipality; and

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

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

18) Municipality as a Retailer

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

19) Reciprocal Indemnification and Liability

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

the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:

- i) any breach by the Company of any of the provisions of this Agreement; or
- ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.

b) The Municipality will indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licensees, contractors and invitees, arising from, or otherwise caused by:

- i) any breach by the Municipality of any of the provisions of this Agreement; or
- ii) the negligence or wilful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the Municipality.

c) Notwithstanding anything to the contrary herein contained, in no event will the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

20) Assignment

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

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

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

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

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

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

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

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

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

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

21) Notices

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

i) To the Company:

Apex Utilities Inc.
5509 45th Street
Leduc, AB T9E 6T6
Email: businessdevelopment@apexutilities.ca
Attention: Business Development

ii) To the Municipality:

Town of High Level
10511 103 Street
High Level, AB T0H 1Z0

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

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

22) Interruptions or Discontinuance of Delivery Service

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

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

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

23) Dispute Settlement

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

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

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

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

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

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

24) Application of Water, Gas and Electric Companies Act

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

25) Force Majeure

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

26) Terms and Conditions

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

27) Not Exclusive Against Her Majesty

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

28) Severability

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

to any portion which may, for any reason or to any extent, be declared or held invalid, unenforceable or illegal.

29) Amendments

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

30) Waiver

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

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

31) Confidentiality

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

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

Town of High Level

PER: _____

PER: _____

Apex Utilities Inc.

PER: _____

PER: _____

SCHEDULE “A” Core Services

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

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

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

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

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

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

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

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

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

SCHEDULE “B” Extra Services

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

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

Natural Gas Distribution System Franchise Agreement - Renewal Process

As the Alberta Utilities Commission (“AUC”) has approved **Rule 029 *Municipal Franchise Agreements, effective September 12, 2024***. Apex Utilities Inc. (“AUI”) provides the following steps as a useful guide in the franchise renewal application process. If you have any questions or concerns as we move through the application process please do not hesitate to contact the undersigned directly.

1. AUI provides the municipality with:

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

2. AUI may provide additional documents if requested:

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

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

- Information regarding how the municipality would like to have the Notice issued.
 - (i) published in the newspaper having the widest circulation in the municipality;
 - (ii) direct mail-out or emailed to utility customers in the municipality;
 - (iii) posted on the municipality’s website, social media pages, and office notice board (as available); or
 - (iv) an alternative method that best meets the objectives under Section 4.1(b) if permission is granted by the Commission in advance.
- Name and contact information of the Municipal Contact for the Notice of Application to be published in the newspaper provided above.
- Copy of the by-law given first reading.
- A copy of the finalized Agreement. (initialled but not necessarily signed)

4. Application Notice:

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

5. Objections:

- Both AUI and the municipality must record a copy or summary of all written and oral objections or concerns received from interested parties, and a copy or summary of all responses provided to those parties.

6. Submission

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

7. The AUC will:

- Issue an order authorizing the Franchise Agreement is for the public convenience and properly conserves the public interest.
- Indicate via email that they have approved the Franchise Agreement and AUI will save a copy of the Disposition.

8. AUI will notify the municipality of the decision, sign two copies of the Franchise Agreement, and send back to the municipality for execution.

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

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

If you have any questions, or require clarification of anything presented above, please don't hesitate to contact Irv Richelhoff at (780) 980-7305 or by email at irichelh@apexutilities.ca.

Sincerely,

APEX UTILITIES INC.



Irv Richelhoff
Supervisor, Business Development

Viv Thoss

From: Tyler Gandom <president@abmunis.ca>
Sent: Thursday, April 10, 2025 2:13 PM
To: Viv Thoss
Subject: Responding to Bill 50 – register for ABmunis' webinar

Dear Mayors, Councillors, and CAOs:

On Tuesday, the Government of Alberta released Bill 50, the [Municipal Affairs Statutes Amendment Act, 2025](#), which makes many changes to the *Municipal Government Act*, *Local Authorities Election Act*, and *New Home Buyer Protection Act*, and minor changes to the *Safety Codes Act*. As expected, many of you have reached out to us for guidance on what this means for you and your municipality.

While Municipal Affairs did consult us on some of the proposed changes, there are many changes in Bill 50 that we were not aware of, nor expecting such as the elimination of code of conduct bylaws and many changes that impact municipal administrations. So we are taking a few days to review what these changes mean by engaging partner associations and members through our internal policy committees and ABmunis' Board before we release a report to members. Note that we are already in discussions with Municipal Affairs to clarify aspects of the Bill and to flag the need to update the Bill to address issues with the proposed requirement for CAOs to notify council every time the municipality uses natural person powers.

We expect to release our comprehensive report to members by April 22 at the latest. In the meantime, we encourage you to register for the following information sessions on Bill 50.

Minister's Town Hall on Bill 50 – April 16 at 6:00pm

Prior to the release of Bill 50, we encouraged the Minister to host a town hall to explain the intent of the legislative changes. We are pleased that the Honourable Ric McIver, Minister of Municipal Affairs, agreed with our recommendation and is hosting a virtual town hall for stakeholders on April 16, 2025 at 6:00 p.m. To register for the Minister's town hall, you need to email your name and email to ma.engagement@gov.ab.ca.

ABmunis' Webinar on Bill 50 – April 24 at 12:00pm

We invite all municipal elected officials and staff to our webinar on April 24, 2025 at 12:00 – 1:00 p.m. where we will present our comprehensive analysis on all amendments in Bill 50. We will also use this webinar to seek your input on some of the changes to help inform our conversations with Municipal Affairs about the realities of what these legislative changes may mean for municipalities on a day-to-day basis. [Register now!](#)

If you have questions or recommendations you wish to share before those events, please speak with your [ABmunis board representative](#) or email our Policy and Advocacy team at advocacy@abmunis.ca.

Thank you,

Tyler Gandom | President

E: president@abmunis.ca
300-8616 51 Ave Edmonton, AB T6E 6E6
Toll Free: 310-MUNI | 877-421-6644 | www.abmunis.ca



This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email.

We respectfully acknowledge that we live, work, and play on the traditional and ancestral territories of many Indigenous, First Nations, Métis, and Inuit peoples.

We acknowledge that what we call Alberta is the traditional and ancestral territory of many peoples, presently subject to Treaties 4, 6, 7, 8 and 10 and Six Regions of the Métis Nation of Alberta.

**CORRESPONDENCE FOR
INFORMATION**



April 8, 2025

I am pleased to share that today, our government tabled Bill 50, the *Municipal Affairs Statutes Amendment Act, 2025*. Bill 50 makes amendments to the *Municipal Government Act (MGA)*, *Local Authorities Election Act (LAEA)*, *New Home Buyer Protection Act (NHBPA)*, and the *Safety Codes Act (SCA)* to modernize municipal processes.

The proposed amendments will strengthen local governance and reduce conflict by repealing code of conduct provisions and granting Ministerial authority to establish procedures of council. The amendments also clarify the accountability of chief administrative officers and strengthen oversight authorities of appointed Official Administrators.

Also included are amendments regarding Intermunicipal Collaboration Frameworks (ICFs) which would clarify the required content of ICFs and strengthen the dispute resolution process to ensure ICFs are adopted and implemented effectively.

Changes are also proposed to the *LAEA* to clarify administrative requirements in advance of the October 2025 municipal and school board elections. In addition, we are allowing for the use of elector assistance terminals which enable voters who live with visual or physical impairments to vote independently and privately. We are also proposing amendments to residency requirements so that residents displaced by last year's wildfire in Jasper can vote and run for office, provided they intend to return to the community.

Finally, proposed changes to the *NHBPA* and the *SCA* address stakeholder concerns with the current new home buyer protection program, the quality of new homes, affordability, and red tape.

I invite you to read Bill 50. A copy of the Bill can be found here: <https://www.assembly.ab.ca/assembly-business/bills/bills-by-legislature>. Additional information about the proposed amendments is also available here: www.alberta.ca/modernizing-municipal-processes.

.../2



I will be hosting a town hall for stakeholders to share additional information and answer questions about the proposed amendments. The town hall will take place virtually on April 16, 2025, at 6:00 PM. Please send the names and email addresses of your representative(s) who will attend to ma.engagement@gov.ab.ca. Individuals identified by your organization will receive a link ahead of the town hall.

Sincerely,

A handwritten signature in black ink that reads 'Ric McIver'.

Ric McIver
Minister



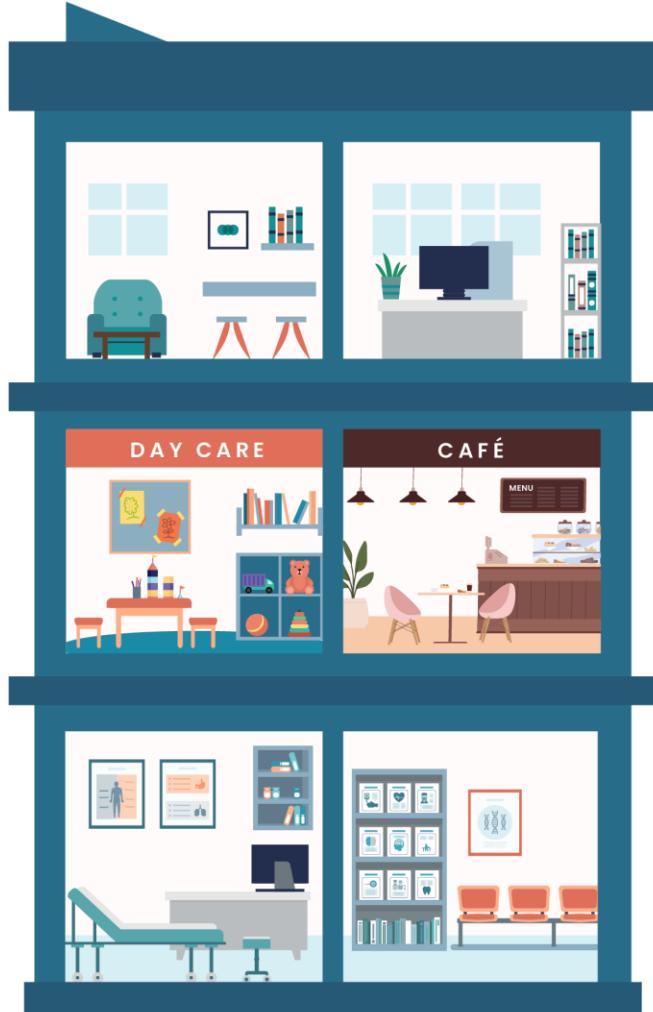
MASKWA
Medical Center



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Maskwa Medical Center Overview



THIRD FLOOR

Maskwa Medical Specialist Clinic

Provide Treatment plan in 10 days from referrals

SECOND FLOOR

Retail

Pharmacy, medical supply business, daycare, restaurant, etc.

FIRST FLOOR

Academic Teaching Clinic

- Reduce ER visits
- 20 Family Physicians – 2 year program
- 10 Graduates per Year



Who We Are – A “Made in Alberta” Solution

Maskwa is an innovative, Alberta-based, not-for-profit registered charity committed to accelerating the process and improving access to medical specialists and family physicians.

Led by residents and communities of the Peace Region, Maskwa is brought together by a shared common goal of improving quality of life and health outcomes for Northern Alberta communities.



Medical School & Residency Program

Three components of training to become a Doctor

1. Obtain a Bachelor's Degree – 4 years

2. Undergraduate Medical Education at NWP (medical school)

- Basic training to obtain a Medical Degree (MD) – 4 years
- Enrolling up to 30 medical students per year at NWP, starting Sept 2025.
- All 4 years of medical program delivered in GP & Northern communities.

3. Residency Training at Maskwa Medical Center (U of A)

- Specialized training, after completing 4 years of Undergraduate Medical Education.
- Family medicine – 2 years
- Other specialties such as Surgery, Internal Medicine, Obstetrics require 4 -5 + years



Maskwa Medical Center Update

- Facility Design – Completed
- 60-year land agreement with NWP – Finalized
- University of Alberta long term tenant agreement – In progress
- Building Contractor – Clark Builders, 70% local trades
- EOI's for facility tenants – Released & Ongoing Evaluations
- Groundbreaking ceremony – May 2025
- Construction start date – May/June 2025
- Provincial Funding – Proposal submitted – Pending
- Capital Fundraising – In progress – \$15M+ to date
- Indigenous Consultations – Ongoing

Funding & Community Partners



**City of
Grande Prairie**



**County of
Grande Prairie**



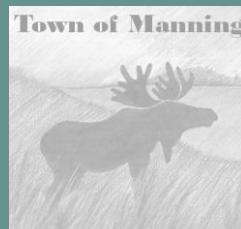
**Municipal District
of Greenview**



**Saddle Hills
County**



**Clear Hills
County**



**Town of
Manning**



**Municipal District
of Fairview**



**Maskwa
Board Members**

Funding & Community Partners

Alta Gas

Cenovus

Windsor Ford

Victoria's Attic – Support the Girls

Stringam LLP

MNP

Nine10

Parsons Printing

National Car Rental

UFA

NAF

**Northwestern Alberta
Foundation**

Partner in Community
Engagement and Funding
Programming



How You Can Help

Benefit the Peace Region in 5 key ways:

- Help recruit, train and retain Doctors locally in the Peace Region
- Improve quality of care & health outcomes for patients in the region
- Improve access to specialists for more difficult and complex cases
- Improve employee retention for regional employers due to improved access to healthcare
- Invest in research, education and healthcare in NW Alberta

4134 X \$170 = \$702,780

Town of High Level
Population

per resident

Investment
can be made in installments



For More Information

Ken Drysdale

Chairman of the Board

kdrysdale@maskwamedical.ca

780-831-0796

Maskwa Medical Center

Jessie Urness, Executive Assistant

jurness@maskwamedical.ca

780-882-0194

www.maskwamedical.ca



@Maskwamedicalcenter



@Maskwa-medical-center



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Viv Thoss

Subject: FW: Update on Maskwa Medical Center
Attachments: Maskwa Medical Center Presentation - Project Update - April 2025 - Town of High Level.pdf

From: Jessie Urness <jurness@maskwamedical.ca>
Sent: Wednesday, April 9, 2025 3:06 PM
To: Crystal McAteer <cmcateer@highlevel.ca>; Viv Thoss <cao@highlevel.ca>
Cc: Ken Drysdale <kdrysdale@maskwamedical.ca>
Subject: Update on Maskwa Medical Center

Some people who received this message don't often get email from jurness@maskwamedical.ca. [Learn why this is important](#)

This message's attachments contains at least one web link. This is often used for phishing attempts. Please only interact with this attachment if you know its source and that the content is safe. If in doubt, confirm the legitimacy with the sender by phone.

Good day Mayor McAteer and CAO Thoss,

On behalf of the Maskwa Medical Center Board, we would like to provide you with an update on the project as a follow-up to our presentation to your council in 2024. Please feel free to share this information with your council and we hope you will consider supporting this important initiative.

Should you have any questions or need further details, please don't hesitate to reach out to myself or the Maskwa Chairman of the Board, Ken Drysdale at kdrysdale@maskwamedical.ca

Best regards,

Jessie Urness



Maskwa Medical Center (Canada) Inc.

Executive Assistant

Phone: (780) 882-0194

Viv Thoss

From: Dittmer, Devron (RCMP/GRC) <devron.dittmer@rcmp-grc.gc.ca>
Sent: Tuesday, April 8, 2025 4:00 PM
To: Viv Thoss; Aya Balmores
Subject: RCMP High Level Detachment March 2025 Statistics
Attachments: PPMS Zone Reports - March 2025.pdf; High Level & Fort Vermilion Zone Reports - March 2025.pdf; Mackenzie County Jan - Mar 2022 - 2025.pdf; High Level Zone Reports - March 2025.pdf; High Level Provincial March 2025 Detachment at a Glance and Crime Gauges.pdf

Good afternoon Viv,

Please see the attached statistics for the High Level Detachment.

I have attached the following PDFs:

- High Level Detachment at a glance
- High Level Zone Report
- Paddle Prairie Zone Report
- High Level & Fort Vermilion Zone Report
- Mackenzie County January to March 2025

A quick summary from January to March 2025 calls for the High Level Detachment when compared to January to March 2024. We are showing a:

- 19.4% Decrease in Total Persons Crime
- 24.7% Increase in Total property Crime
- 4.1% Decrease in total other criminal code offences
- 54.4% Decrease in Break and enters - There were 6 fewer actual occurrences - from 11 in 2024 to 5 in 2025).
- 28.6% Increase in theft of motor vehicles - (there were two more actual occurrences – from 7 to 9)
- 21.4% Decrease in Theft under \$5000.00 - (There were 6 fewer actual occurrences - from 28 in 2024 to 22 in 2025).

From January to March 2025, when compared to January to October 2023, there have been:

- 26 fewer persons offences
- 68 more property offences
- 22 more Total criminal code offences

The prisoner count for March of this year is 230 and 592 prisoners total to date.

Thank you,

Devron

RCMP High Level – S/Sgt Devron Dittmer - Detachment Commander
Office Admin: 780-821-7000
24 Hr Emergency Line: 780-926-2226
Office Fax: 780-926-3444
RCMP High Level Detachment K Division
10203 – 100 Avenue / Box# 30
High Level, Alberta

“People flourish when the environment is right. Leadership is about cultivating that environment.” - unknown

“Until we meet again, may God bless you as he has blessed me” - Elvis Presley

**High Level (Provincial) Crime Statistic Summary – January to March**

2025/04/03

High Level (Provincial) – Highlights

- **Break & Enters** are showing a 54.5% decrease when compared to the same period in 2024 (January to March). There were 6 fewer actual occurrences (from 11 in 2024 to 5 in 2025).
- **Theft of Motor Vehicles** increased by 28.6% when compared to the same period in 2024 (January to March). There were 2 more actual occurrences (from 7 in 2024 to 9 in 2025).
- **Theft Under \$5,000** decreased by 21.4% when compared to the same period in 2024 (January to March). There were 6 fewer actual occurrences (from 28 in 2024 to 22 in 2025).

High Level (Provincial) – Criminal Code Offences Summary

Crime Category	% Change 2024 – 2025 (January to March)
Total Persons Crime	19.4% Decrease
Total Property Crime	24.7% Increase
Total Criminal Code	4.1% Increase

From January to March 2025, when compared to the same period in 2024, there have been:

- 26 fewer **Persons Crime** offences;
- 68 more **Property Crime** offences; and
- 22 more **Total Criminal Code** offences;

High Level (Provincial) – March, 2025

- There were 2 **Thefts of Motor Vehicles** in March: 0 cars, 0 trucks, 0 minivans, 0 SUVs, 0 motorcycles, 0 other types of vehicles, and 2 vehicles taken without consent.
- There were 3 **Break and Enters** in March: 1 businesses, 1 residences, 0 cottages/seasonal residences, 0 in some other type of location, and 1 unlawfully being in a dwelling house.
- There were a total of 0 **Provincial Roadside Suspensions** in March (0 alcohol related and 0 drug related). This brings the year-to-date total to 1 (1 alcohol related and 0 drug related).
- There were a total of 31 files with the **Spousal Abuse** survey code in March (March 2024: 29). This brings the year-to-date total to 73 (2024: 117).
- There were 479 files with **Victim Service Unit** referral scoring in High Level Provincial: 5 accepted, 34 declined, 2 proactive, 2 requested but not available, and 436 files with no victim.



High Level Provincial Crime Gauge

2025 vs. 2024
January to March

Criminal Code Offences



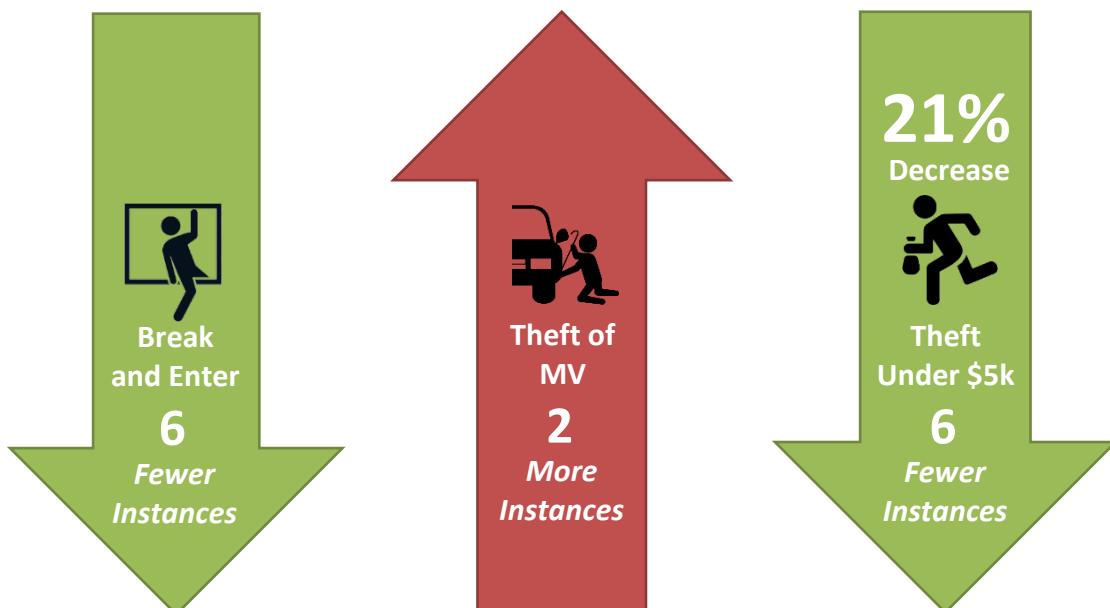
**Total
Criminal Code
Offences:**

4%

Increase

When compared to
January to March, 2024

Select Property Crime



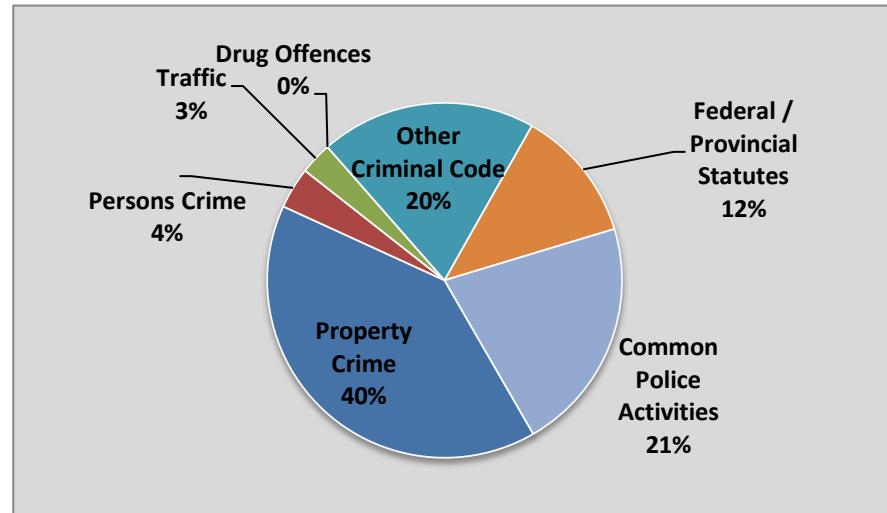
Town of High Level - High Level Detachment

Crime Data - March 2025

CATEGORY	Reported	Actual	ClrChg	ClrOth	Total Clr	% Clr
Offences Related to Death	0	0	0	0	0	0.0%
Robbery	0	0	0	0	0	0.0%
Sexual Assaults	0	0	0	0	0	0.0%
Other Sexual Offences	0	0	0	0	0	0.0%
Assault	9	9	3	5	8	88.9%
Kidnapping/Hostage/Abduction	0	0	0	0	0	0.0%
Extortion	0	0	0	0	0	0.0%
Criminal Harassment	1	0	0	0	0	0.0%
Uttering Threats	1	0	0	0	0	0.0%
TOTAL PERSONS	11	9	3	5	8	88.9%
Break & Enter	1	1	1	0	1	100.0%
Theft of Motor Vehicle	0	0	0	0	0	0.0%
Theft Over \$5,000	0	0	0	0	0	0.0%
Theft Under \$5,000	4	4	2	2	4	100.0%
Possn Stn Goods	0	0	0	0	0	0.0%
Fraud	1	1	1	0	1	100.0%
Arson	0	0	0	0	0	0.0%
Mischief - Damage To Property	6	6	6	0	6	100.0%
Mischief - Other	85	84	14	1	15	17.9%
TOTAL PROPERTY	97	96	24	3	27	28.1%
Offensive Weapons	1	1	0	1	1	100.0%
Disturbing the Peace	12	12	1	1	2	16.7%
Fail to Comply & Breaches	13	13	0	14	14	107.7%
OTHER CRIMINAL CODE	2	1	0	1	1	100.0%
TOTAL OTHER CRIMINAL CODE	28	27	1	17	18	66.7%
TOTAL CRIMINAL CODE	136	132	28	25	53	40.2%
Drug Enforcement - Production	0	0	0	0	0	0.0%
Drug Enforcement - Possession	0	0	0	0	0	0.0%
Drug Enforcement - Trafficking	0	0	0	0	0	0.0%
Drug Enforcement - Other	0	0	0	0	0	0.0%
Total Drugs	0	0	0	0	0	0.0%
Cannabis Enforcement	0	0	0	0	0	0.0%
Federal - General	0	0	0	0	0	0.0%
TOTAL FEDERAL	0	0	0	0	0	0.0%
Liquor Act	5	5	0	1	1	20.0%
Cannabis Act	0	0	0	0	0	0.0%
Mental Health Act	7	7	0	0	0	0.0%
Other Provincial Stats	17	17	1	0	1	5.9%
Total Provincial Stats	29	29	1	1	2	6.9%
Municipal By-laws Traffic	0	0	0	0	0	0.0%
Municipal By-laws	0	0	0	0	0	0.0%
Total Municipal	0	0	0	0	0	0.0%
Fatals	0	0	0	0	0	0.0%
Injury MVAS	0	0	0	0	0	0.0%
Property Damage MVAS (Reportable)	0	0	0	0	0	0.0%
Property Damage MVAS (Non Reportable)	1	1	0	0	0	0.0%
TOTAL MVAS	1	1	0	0	0	0.0%
Roadside Suspension - Alcohol (Prov)	0	0	0	0	0	0.0%
Roadside Suspension - Drugs (Prov)	0	0	0	0	0	0.0%
Total Provincial Traffic	6	5	4	0	4	80.0%
Other Traffic	0	0	0	0	0	0.0%
Criminal Code Traffic	1	1	1	0	1	100.0%
Common Police Activities						
False Alarms	4	Suspicious Person/Vehicle	13			
False/Abandoned 911 Call and 911 Act	19	VSU Accepted	3			
Persons Reported Missing	2	VSU Declined	17			
Request to Locate	13	VSU Offered - Not Available	0			
Abandoned Vehicles	0	VSU Proactive Referral	2			

Town of High Level - High Level Detachment

Crime Data - March 2025

Property Crime	Break & Enter	1	Federal / Provincial Statutes	Liquor Act	5	
	Theft of Motor Vehicle	0		Cannabis Act & Enforcement	0	
	Theft Over \$5,000	0		Mental Health Act	7	
	Theft Under \$5,000	4		Coroner's Act - Sudden Death	0	
	Possn Stn Goods	0		Child Welfare Act	1	
	Fraud	1		Other Provincial Statute	16	
	Arson	0		Other Federal Statute	0	
	Mischief To Property	90		Total	29	
	Total	96		False Alarms	4	
Persons Crime	Assault	9	Common Police Activities	False/Abandoned 911 Call	19	
	Robbery/Extortion/Harassment/Threats	0		Abandoned Vehicles	0	
	Sexual Offences	0		Persons Reported Missing	2	
	Kidnapping/Hostage/Abduction	0		Request to Locate	13	
	Offences Related to Death	0		Suspicious Person/Vehicle/Property	13	
	Total	9		Total	51	
Traffic	Motor Vehicle Collisions	1				
	Impaired Related Offences	1				
	Provincial Traffic Offences	5				
	Other Traffic Related Offences	0				
Drug Offences	Total	7				
	Drug Enforcement - Production	0				
	Drug Enforcement - Possession	0				
	Drug Enforcement - Trafficking	0				
	Drug Enforcement - Other	0				
Other Criminal Code Offence	Total	0				
	Breach of Peace	20				
	Disturbing the Peace	12				
	Fail to Comply & Breaches	13				
	Offensive Weapons	1				
	Other Offence	1				
	Total	47				

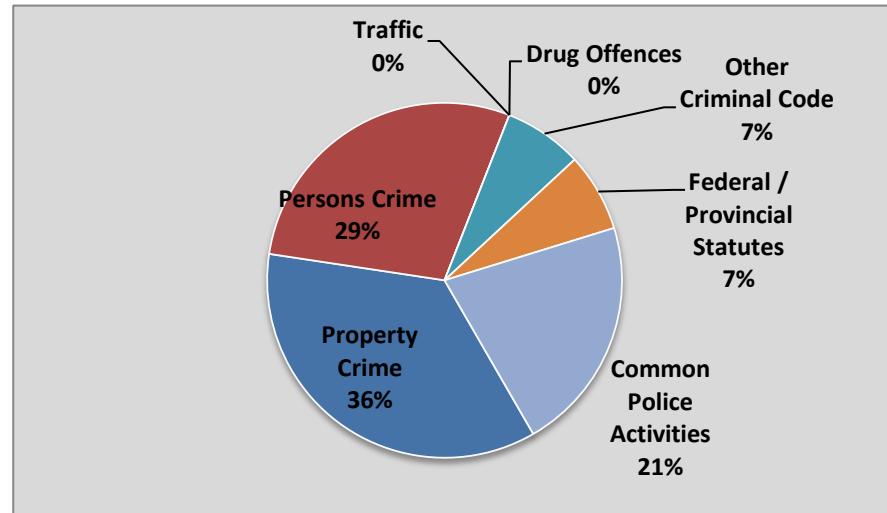
Paddle Prairie Metis Settlement - High Level Detachment

Crime Data - March 2025

CATEGORY	Reported	Actual	ClrChg	ClrOth	Total Clr	% Clr
Offences Related to Death	0	0	0	0	0	0.0%
Robbery	0	0	0	0	0	0.0%
Sexual Assaults	0	0	0	0	0	0.0%
Other Sexual Offences	0	0	0	0	0	0.0%
Assault	2	2	0	2	2	100.0%
Kidnapping/Hostage/Abduction	0	0	0	0	0	0.0%
Extortion	0	0	0	0	0	0.0%
Criminal Harassment	1	1	1	0	1	100.0%
Uttering Threats	1	1	1	0	1	100.0%
TOTAL PERSONS	4	4	2	2	4	100.0%
Break & Enter	1	1	0	1	1	100.0%
Theft of Motor Vehicle	1	1	1	0	1	100.0%
Theft Over \$5,000	0	0	0	0	0	0.0%
Theft Under \$5,000	0	0	0	0	0	0.0%
Possn Stn Goods	1	1	1	0	1	100.0%
Fraud	0	0	0	0	0	0.0%
Arson	0	0	0	0	0	0.0%
Mischief - Damage To Property	2	2	0	2	2	100.0%
Mischief - Other	0	0	0	0	0	0.0%
TOTAL PROPERTY	5	5	2	3	5	100.0%
Offensive Weapons	0	0	0	0	0	0.0%
Disturbing the Peace	0	0	0	0	0	0.0%
Fail to Comply & Breaches	0	0	0	0	0	0.0%
OTHER CRIMINAL CODE	0	0	0	0	0	0.0%
TOTAL OTHER CRIMINAL CODE	0	0	0	0	0	0.0%
TOTAL CRIMINAL CODE	9	9	4	5	9	100.0%
Drug Enforcement - Production	0	0	0	0	0	0.0%
Drug Enforcement - Possession	0	0	0	0	0	0.0%
Drug Enforcement - Trafficking	0	0	0	0	0	0.0%
Drug Enforcement - Other	0	0	0	0	0	0.0%
Total Drugs	0	0	0	0	0	0.0%
Cannabis Enforcement	0	0	0	0	0	0.0%
Federal - General	0	0	0	0	0	0.0%
TOTAL FEDERAL	0	0	0	0	0	0.0%
Liquor Act	0	0	0	0	0	0.0%
Cannabis Act	0	0	0	0	0	0.0%
Mental Health Act	1	1	0	0	0	0.0%
Other Provincial Stats	0	0	0	0	0	0.0%
Total Provincial Stats	1	1	0	0	0	0.0%
Municipal By-laws Traffic	0	0	0	0	0	0.0%
Municipal By-laws	0	0	0	0	0	0.0%
Total Municipal	0	0	0	0	0	0.0%
Fatals	0	0	0	0	0	0.0%
Injury MVAS	0	0	0	0	0	0.0%
Property Damage MVAS (Reportable)	0	0	0	0	0	0.0%
Property Damage MVAS (Non Reportable)	0	0	0	0	0	0.0%
TOTAL MVAS	0	0	0	0	0	0.0%
Roadside Suspension - Alcohol (Prov)	0	0	0	0	0	0.0%
Roadside Suspension - Drugs (Prov)	0	0	0	0	0	0.0%
Total Provincial Traffic	0	0	0	0	0	0.0%
Other Traffic	0	0	0	0	0	0.0%
Criminal Code Traffic	0	0	0	0	0	0.0%
Common Police Activities						
False Alarms	0	Suspicious Person/Vehicle	0			
False/Abandoned 911 Call and 911 Act	2	VSU Accepted	0			
Persons Reported Missing	0	VSU Declined	0			
Request to Locate	1	VSU Offered - Not Available	0			
Abandoned Vehicles	0	VSU Proactive Referral	0			

Paddle Prairie Metis Settlement - High Level Detachment

Crime Data - March 2025

Property Crime	Break & Enter	1	Federal / Provincial Statutes	Liquor Act	0	
	Theft of Motor Vehicle	1		Cannabis Act & Enforcement	0	
	Theft Over \$5,000	0		Mental Health Act	1	
	Theft Under \$5,000	0		Coroner's Act - Sudden Death	0	
	Possn Stn Goods	1		Child Welfare Act	0	
	Fraud	0		Other Provincial Statute	0	
	Arson	0		Other Federal Statute	0	
	Mischief To Property	2		Total	1	
	Total	5		False Alarms	0	
Persons Crime	Assault	2	Common Police Activities	False/Abandoned 911 Call	2	
	Robbery/Extortion/Harassment/Threats	2		Abandoned Vehicles	0	
	Sexual Offences	0		Persons Reported Missing	0	
	Kidnapping/Hostage/Abduction	0		Request to Locate	1	
	Offences Related to Death	0		Suspicious Person/Vehicle/Property	0	
	Total	4		Total	3	
Traffic	Motor Vehicle Collisions	0				
	Impaired Related Offences	0				
	Provincial Traffic Offences	0				
	Other Traffic Related Offences	0				
Drug Offences	Total	0				
	Drug Enforcement - Production	0	Persons Crime: 29% (Red) Property Crime: 36% (Blue) Common Police Activities: 21% (Light Blue) Federal / Provincial Statutes: 7% (Orange) Other Criminal Code: 7% (Grey)			
	Drug Enforcement - Possession	0				
	Drug Enforcement - Trafficking	0				
	Drug Enforcement - Other	0				
Other Criminal Code Offence	Total	0				
	Breach of Peace	1				
	Disturbing the Peace	0				
	Fail to Comply & Breaches	0				
	Offensive Weapons	0				
	Other Offence	0				
	Total	1				

Beaver First Nation - Fort Vermilion & High Level Detachment

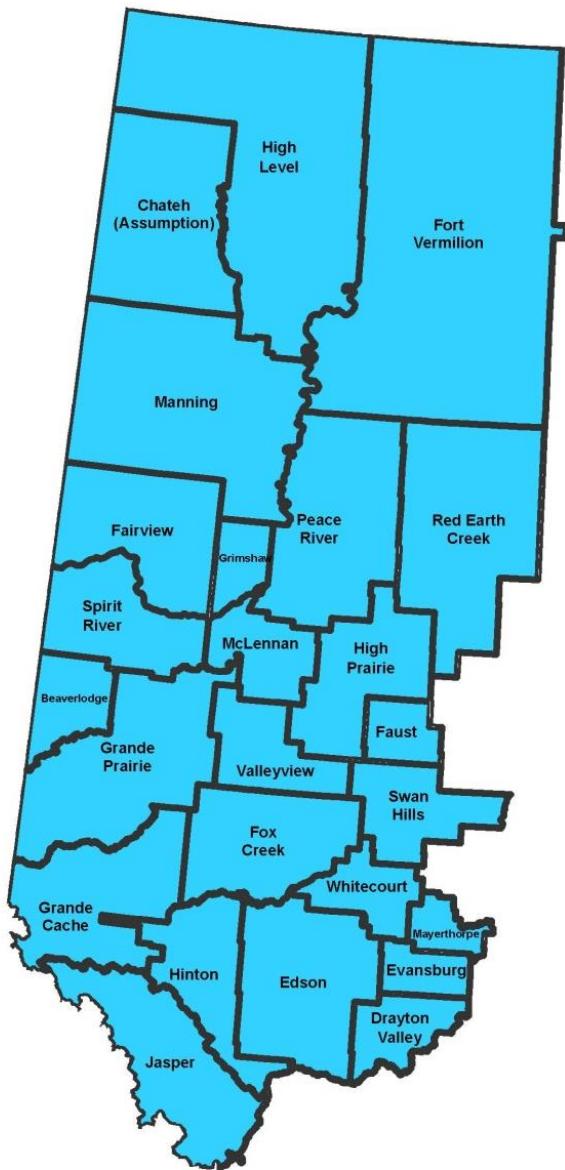
Crime Data - March 2025

CATEGORY	Reported	Actual	ClrChg	ClrOth	Total Clr	% Clr
Offences Related to Death	0	0	0	0	0	0.0%
Robbery	0	0	0	0	0	0.0%
Sexual Assaults	0	0	0	0	0	0.0%
Other Sexual Offences	0	0	0	0	0	0.0%
Assault	4	4	1	2	3	75.0%
Kidnapping/Hostage/Abduction	0	0	0	0	0	0.0%
Extortion	0	0	0	0	0	0.0%
Criminal Harassment	0	0	0	0	0	0.0%
Uttering Threats	0	0	0	0	0	0.0%
TOTAL PERSONS	4	4	1	2	3	75.0%
Break & Enter	0	0	0	0	0	0.0%
Theft of Motor Vehicle	1	1	0	0	0	0.0%
Theft Over \$5,000	0	0	0	0	0	0.0%
Theft Under \$5,000	0	0	0	0	0	0.0%
Possn Stn Goods	0	0	0	0	0	0.0%
Fraud	0	0	0	0	0	0.0%
Arson	0	0	0	0	0	0.0%
Mischief - Damage To Property	0	0	0	0	0	0.0%
Mischief - Other	0	0	0	0	0	0.0%
TOTAL PROPERTY	1	1	0	0	0	0.0%
Offensive Weapons	0	0	0	0	0	0.0%
Disturbing the Peace	0	0	0	0	0	0.0%
Fail to Comply & Breaches	5	5	0	5	5	100.0%
OTHER CRIMINAL CODE	0	0	0	0	0	0.0%
TOTAL OTHER CRIMINAL CODE	5	5	0	5	5	100.0%
TOTAL CRIMINAL CODE	10	10	1	7	8	80.0%
Drug Enforcement - Production	0	0	0	0	0	0.0%
Drug Enforcement - Possession	0	0	0	0	0	0.0%
Drug Enforcement - Trafficking	0	0	0	0	0	0.0%
Drug Enforcement - Other	0	0	0	0	0	0.0%
Total Drugs	0	0	0	0	0	0.0%
Cannabis Enforcement	0	0	0	0	0	0.0%
Federal - General	0	0	0	0	0	0.0%
TOTAL FEDERAL	0	0	0	0	0	0.0%
Liquor Act	0	0	0	0	0	0.0%
Cannabis Act	0	0	0	0	0	0.0%
Mental Health Act	2	2	0	0	0	0.0%
Other Provincial Stats	0	0	0	0	0	0.0%
Total Provincial Stats	2	2	0	0	0	0.0%
Municipal By-laws Traffic	0	0	0	0	0	0.0%
Municipal By-laws	0	0	0	0	0	0.0%
Total Municipal	0	0	0	0	0	0.0%
Fatals	0	0	0	0	0	0.0%
Injury MVAS	0	0	0	0	0	0.0%
Property Damage MVAS (Reportable)	0	0	0	0	0	0.0%
Property Damage MVAS (Non Reportable)	0	0	0	0	0	0.0%
TOTAL MVAS	0	0	0	0	0	0.0%
Roadside Suspension - Alcohol (Prov)	0	0	0	0	0	0.0%
Roadside Suspension - Drugs (Prov)	0	0	0	0	0	0.0%
Total Provincial Traffic	2	2	2	0	2	100.0%
Other Traffic	0	0	0	0	0	0.0%
Criminal Code Traffic	0	0	0	0	0	0.0%
Common Police Activities						
False Alarms	0	Suspicious Person/Vehicle	1			
False/Abandoned 911 Call and 911 Act	1	VSU Accepted	0			
Persons Reported Missing	0	VSU Declined	3			
Request to Locate	3	VSU Offered - Not Available	0			
Abandoned Vehicles	0	VSU Proactive Referral	0			

Beaver First Nation - Fort Vermilion & High Level Detachment

Crime Data - March 2025

Property Crime	Break & Enter	0	Federal / Provincial Statutes	Liquor Act	0
	Theft of Motor Vehicle	1		Cannabis Act & Enforcement	0
	Theft Over \$5,000	0		Mental Health Act	2
	Theft Under \$5,000	0		Coroner's Act - Sudden Death	0
	Possn Stn Goods	0		Child Welfare Act	0
	Fraud	0		Other Provincial Statute	0
	Arson	0		Other Federal Statute	0
	Mischief To Property	0		Total	2
	Total	1		False Alarms	0
Persons Crime	Assault	4	Common Police Activities	False/Abandoned 911 Call	1
	Robbery/Extortion/Harassment/Threats	0		Abandoned Vehicles	0
	Sexual Offences	0		Persons Reported Missing	0
	Kidnapping/Hostage/Abduction	0		Request to Locate	3
	Offences Related to Death	0		Suspicious Person/Vehicle/Property	1
	Total	4		Total	5
Traffic	Motor Vehicle Collisions	0			Other Criminal Code 33% Common Police Activities 24% Persons Crime 19% Traffic 9% Drug Offences 0% Federal / Provincial Statutes 10%
	Impaired Related Offences	0			
	Provincial Traffic Offences	2			
	Other Traffic Related Offences	0			
Drug Offences	Total	2			
	Drug Enforcement - Production	0			
	Drug Enforcement - Possession	0			
	Drug Enforcement - Trafficking	0			
	Drug Enforcement - Other	0			
Other Criminal Code Offence	Total	0			
	Breach of Peace	2			
	Disturbing the Peace	0			
	Fail to Comply & Breaches	5			
	Offensive Weapons	0			
	Other Offence	0			
	Total	7			



Western Alberta District

Mackenzie County
January – March
Crime Statistics
2022 – 2025

April 7, 2025

Prepared for: Mackenzie County





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Statistics have been compiled using data pulled from the RCMP Police Reporting and Occurrence System (PROS). The accuracy of the data is dependent upon the accuracy of data entry. As PROS is a live database, it is possible for the statistics to adjust slightly over time.

Boxes with a "N/A" indicate that files in this category have been "purged" from the PROS database and are not reliable for comparison purposes.



Mackenzie County - All Detachments
Crime Statistics (Actual)
January to March: 2022 - 2025

All categories contain "Attempted" and/or "Completed"

April 7, 2025

CATEGORY	TREND	2022	2023	2024	2025	% Change 2022 - 2025	% Change 2024 - 2025	Avg File +/- per Year
Offences Related to Death		0	0	0	0	N/A	N/A	0.0
Robbery		0	0	0	0	N/A	N/A	0.0
Sexual Assaults		0	1	2	3	N/A	50%	1.0
Other Sexual Offences		2	1	2	4	100%	100%	0.7
Assault		14	8	20	9	-36%	-55%	-0.3
Kidnapping/Hostage/Abduction		0	1	0	0	N/A	N/A	-0.1
Extortion		0	0	1	1	N/A	0%	0.4
Criminal Harassment		1	8	2	3	200%	50%	0.0
Uttering Threats		6	6	4	5	-17%	25%	-0.5
TOTAL PERSONS		23	25	31	25	9%	-19%	1.2
Break & Enter		5	2	1	14	180%	1300%	2.6
Theft of Motor Vehicle		3	5	6	12	300%	100%	2.8
Theft Over \$5,000		2	0	3	4	100%	33%	0.9
Theft Under \$5,000		4	4	17	6	50%	-65%	1.9
Possn Stn Goods		1	0	8	2	100%	-75%	1.1
Fraud		8	3	11	4	-50%	-64%	-0.4
Arson		0	2	4	0	N/A	-100%	0.2
Mischief - Damage To Property		5	10	6	6	20%	0%	-0.1
Mischief - Other		11	13	20	16	45%	-20%	2.2
TOTAL PROPERTY		39	39	76	64	64%	-16%	11.2
Offensive Weapons		4	1	4	1	-75%	-75%	-0.6
Disturbing the peace		4	5	3	13	225%	333%	2.5
Fail to Comply & Breaches		18	9	13	25	39%	92%	2.5
OTHER CRIMINAL CODE		5	6	6	5	0%	-17%	0.0
TOTAL OTHER CRIMINAL CODE		31	21	26	44	42%	69%	4.4
TOTAL CRIMINAL CODE		93	85	133	133	43%	0%	16.8



Mackenzie County - All Detachments
Crime Statistics (Actual)
January to March: 2022 - 2025

All categories contain "Attempted" and/or "Completed"

April 7, 2025

CATEGORY	TREND	2022	2023	2024	2025	% Change 2022 - 2025	% Change 2024 - 2025	Avg File +/- per Year
Drug Enforcement - Production	_____	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession	_____	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Trafficking	_____	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Other	_____	0	0	0	0	N/A	N/A	0.0
Total Drugs	_____	0	0	0	0	N/A	N/A	0.0
Cannabis Enforcement	_____	0	0	0	0	N/A	N/A	0.0
Federal - General	↗	0	2	4	1	N/A	-75%	0.5
TOTAL FEDERAL	↗	0	2	4	1	N/A	-75%	0.5
Liquor Act	↗	5	9	11	3	-40%	-73%	-0.4
Cannabis Act	_____	0	0	0	0	N/A	N/A	0.0
Mental Health Act	↘	10	8	8	17	70%	113%	2.1
Other Provincial Stats	↗	13	15	19	24	85%	26%	3.7
Total Provincial Stats	↗	28	32	38	44	57%	16%	5.4
Municipal By-laws Traffic	↙	1	0	0	0	-100%	N/A	-0.3
Municipal By-laws	_____	0	0	0	0	N/A	N/A	0.0
Total Municipal	↙	1	0	0	0	-100%	N/A	-0.3
Fatals	↗	0	0	1	0	N/A	-100%	0.1
Injury MVC	↗	7	13	15	8	14%	-47%	0.5
Property Damage MVC (Reportable)	↘	64	66	41	27	-58%	-34%	-13.6
Property Damage MVC (Non Reportable)	↗	11	10	13	10	-9%	-23%	0.0
TOTAL MVC	↘	82	89	70	45	-45%	-36%	-13.0
Roadside Suspension - Alcohol (Prov)	↗	2	2	8	9	350%	13%	2.7
Roadside Suspension - Drugs (Prov)	↗	0	0	1	0	N/A	-100%	0.1
Total Provincial Traffic	↗	207	237	120	118	-43%	-2%	-38.4
Other Traffic	↙	2	0	2	0	-100%	-100%	-0.4
Criminal Code Traffic	↗	9	10	23	12	33%	-48%	2.2
Common Police Activities								
False Alarms	↗	6	4	5	6	0%	20%	0.1
False/Abandoned 911 Call and 911 Act	↗	7	16	16	55	686%	244%	14.4
Suspicious Person/Vehicle/Property	↗	10	2	14	24	140%	71%	5.4
Persons Reported Missing	↗	1	0	1	0	-100%	-100%	-0.2
Search Warrants	↗	N/A	N/A	1	0	N/A	-100%	-1.0
Spousal Abuse - Survey Code (Reported)	↗	N/A	N/A	12	10	N/A	-17%	-2.0
Form 10 (MHA) (Reported)	↗	N/A	N/A	2	0	N/A	-100%	-2.0



Mackenzie County - Chateh Detachment
Crime Statistics (Actual)
January to March: 2022 - 2025

All categories contain "Attempted" and/or "Completed"

April 7, 2025

CATEGORY	TREND	2022	2023	2024	2025	% Change 2022 - 2025	% Change 2024 - 2025	Avg File +/- per Year
Offences Related to Death	_____	0	0	0	0	N/A	N/A	0.0
Robbery	_____	0	0	0	0	N/A	N/A	0.0
Sexual Assaults	_____	0	0	0	0	N/A	N/A	0.0
Other Sexual Offences	_____	0	0	0	0	N/A	N/A	0.0
Assault	△	0	1	0	0	N/A	N/A	-0.1
Kidnapping/Hostage/Abduction	_____	0	0	0	0	N/A	N/A	0.0
Extortion	_____	0	0	0	0	N/A	N/A	0.0
Criminal Harassment	_____	0	0	0	0	N/A	N/A	0.0
Uttering Threats	_____	0	0	0	0	N/A	N/A	0.0
TOTAL PERSONS	△	0	1	0	0	N/A	N/A	-0.1
Break & Enter	_____	0	0	0	0	N/A	N/A	0.0
Theft of Motor Vehicle	_____	0	0	0	0	N/A	N/A	0.0
Theft Over \$5,000	_____	0	0	0	0	N/A	N/A	0.0
Theft Under \$5,000	_____	0	0	0	0	N/A	N/A	0.0
Possn Stn Goods	_____	0	0	0	0	N/A	N/A	0.0
Fraud	_____	0	0	0	0	N/A	N/A	0.0
Arson	_____	0	0	0	0	N/A	N/A	0.0
Mischief - Damage To Property	_____	0	0	0	0	N/A	N/A	0.0
Mischief - Other	_____	0	0	0	0	N/A	N/A	0.0
TOTAL PROPERTY	_____	0	0	0	0	N/A	N/A	0.0
Offensive Weapons	_____	0	0	0	0	N/A	N/A	0.0
Disturbing the peace	_____	0	0	0	0	N/A	N/A	0.0
Fail to Comply & Breaches	_____	0	0	0	0	N/A	N/A	0.0
OTHER CRIMINAL CODE	_____	0	0	0	0	N/A	N/A	0.0
TOTAL OTHER CRIMINAL CODE	_____	0	0	0	0	N/A	N/A	0.0
TOTAL CRIMINAL CODE	△	0	1	0	0	N/A	N/A	-0.1



Mackenzie County - Chateh Detachment
Crime Statistics (Actual)
January to March: 2022 - 2025

All categories contain "Attempted" and/or "Completed"

April 7, 2025

CATEGORY	TREND	2022	2023	2024	2025	% Change 2022 - 2025	% Change 2024 - 2025	Avg File +/- per Year
Drug Enforcement - Production	_____	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession	_____	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Trafficking	_____	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Other	_____	0	0	0	0	N/A	N/A	0.0
Total Drugs	_____	0	0	0	0	N/A	N/A	0.0
Cannabis Enforcement	_____	0	0	0	0	N/A	N/A	0.0
Federal - General	_____	0	0	0	0	N/A	N/A	0.0
TOTAL FEDERAL	_____	0	0	0	0	N/A	N/A	0.0
Liquor Act	_____	0	0	0	0	N/A	N/A	0.0
Cannabis Act	_____	0	0	0	0	N/A	N/A	0.0
Mental Health Act	_____	0	0	0	0	N/A	N/A	0.0
Other Provincial Stats	▲▼	0	1	0	0	N/A	N/A	-0.1
Total Provincial Stats	▲▼	0	1	0	0	N/A	N/A	-0.1
Municipal By-laws Traffic	_____	0	0	0	0	N/A	N/A	0.0
Municipal By-laws	_____	0	0	0	0	N/A	N/A	0.0
Total Municipal	_____	0	0	0	0	N/A	N/A	0.0
Fatals	_____	0	0	0	0	N/A	N/A	0.0
Injury MVC	_____	0	0	0	0	N/A	N/A	0.0
Property Damage MVC (Reportable)	↖	1	1	0	0	-100%	N/A	-0.4
Property Damage MVC (Non Reportable)	▲▼	0	0	1	0	N/A	-100%	0.1
TOTAL MVC	↖	1	1	1	0	-100%	-100%	-0.3
Roadside Suspension - Alcohol (Prov)	_____	0	0	0	0	N/A	N/A	0.0
Roadside Suspension - Drugs (Prov)	_____	0	0	0	0	N/A	N/A	0.0
Total Provincial Traffic	▲▼	2	11	3	2	0%	-33%	-0.8
Other Traffic	_____	0	0	0	0	N/A	N/A	0.0
Criminal Code Traffic	▲▼	0	0	2	0	N/A	-100%	0.2
Common Police Activities								
False Alarms	_____	0	0	0	0	N/A	N/A	0.0
False/Abandoned 911 Call and 911 Act	▲▼	0	0	1	0	N/A	-100%	0.1
Suspicious Person/Vehicle/Property	▲▼	0	1	0	0	N/A	N/A	-0.1
Persons Reported Missing	_____	0	0	0	0	N/A	N/A	0.0
Search Warrants	_____	N/A	N/A	0	0	N/A	N/A	0.0
Spousal Abuse - Survey Code (Reported)	_____	N/A	N/A	0	0	N/A	N/A	0.0
Form 10 (MHA) (Reported)	_____	N/A	N/A	0	0	N/A	N/A	0.0



Mackenzie County - Fort Vermilion Detachment
Crime Statistics (Actual)
January to March: 2022 - 2025

All categories contain "Attempted" and/or "Completed"

April 7, 2025

CATEGORY	TREND	2022	2023	2024	2025	% Change 2022 - 2025	% Change 2024 - 2025	Avg File +/- per Year
Offences Related to Death	—	0	0	0	0	N/A	N/A	0.0
Robbery	—	0	0	0	0	N/A	N/A	0.0
Sexual Assaults	↗	0	1	2	2	N/A	0%	0.7
Other Sexual Offences	↗	1	1	2	4	300%	100%	1.0
Assault	↙ ↘ ↗	13	3	18	9	-31%	-50%	0.3
Kidnapping/Hostage/Abduction	↗	0	1	0	0	N/A	N/A	-0.1
Extortion	↙ ↗	0	0	1	1	N/A	0%	0.4
Criminal Harassment	↗	0	7	2	3	N/A	50%	0.4
Uttering Threats	↙ ↗	6	6	4	5	-17%	25%	-0.5
TOTAL PERSONS	↗	20	19	29	24	20%	-17%	2.2
Break & Enter	↗	5	2	1	13	160%	1200%	2.3
Theft of Motor Vehicle	↗	2	4	6	11	450%	83%	2.9
Theft Over \$5,000	↙ ↗	2	0	3	3	50%	0%	0.6
Theft Under \$5,000	↗	4	4	15	6	50%	-60%	1.7
Possn Stn Goods	↗	0	0	8	1	N/A	-88%	1.1
Fraud	↙ ↗	7	3	9	4	-43%	-56%	-0.3
Arson	↗	0	1	3	0	N/A	-100%	0.2
Mischief - Damage To Property	↗	5	9	6	6	20%	0%	0.0
Mischief - Other	↗	10	13	20	14	40%	-30%	1.9
TOTAL PROPERTY	↗	35	36	71	58	66%	-18%	10.4
Offensive Weapons	↗	1	0	4	1	0%	-75%	0.4
Disturbing the peace	↗	4	5	3	12	200%	300%	2.2
Fail to Comply & Breaches	↙ ↗	17	9	13	25	47%	92%	2.8
OTHER CRIMINAL CODE	—	4	4	4	4	0%	0%	0.0
TOTAL OTHER CRIMINAL CODE	↗	26	18	24	42	62%	75%	5.4
TOTAL CRIMINAL CODE	—	81	73	124	124	53%	0%	18.0



Mackenzie County - Fort Vermilion Detachment
Crime Statistics (Actual)
January to March: 2022 - 2025

All categories contain "Attempted" and/or "Completed"

April 7, 2025

CATEGORY	TREND	2022	2023	2024	2025	% Change 2022 - 2025	% Change 2024 - 2025	Avg File +/- per Year
Drug Enforcement - Production	_____	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession	_____	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Trafficking	_____	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Other	_____	0	0	0	0	N/A	N/A	0.0
Total Drugs	_____	0	0	0	0	N/A	N/A	0.0
Cannabis Enforcement	_____	0	0	0	0	N/A	N/A	0.0
Federal - General	↗	0	2	3	1	N/A	-67%	0.4
TOTAL FEDERAL	↗	0	2	3	1	N/A	-67%	0.4
Liquor Act	↗	5	6	6	1	-80%	-83%	-1.2
Cannabis Act	_____	0	0	0	0	N/A	N/A	0.0
Mental Health Act	↘	9	7	8	12	33%	50%	1.0
Other Provincial Stats	↗	13	11	15	21	62%	40%	2.8
Total Provincial Stats	↗	27	24	29	34	26%	17%	2.6
Municipal By-laws Traffic	↙	1	0	0	0	-100%	N/A	-0.3
Municipal By-laws	_____	0	0	0	0	N/A	N/A	0.0
Total Municipal	↙	1	0	0	0	-100%	N/A	-0.3
Fatals	_____	0	0	0	0	N/A	N/A	0.0
Injury MVC	↗	5	10	13	7	40%	-46%	0.9
Property Damage MVC (Reportable)	↘	53	48	29	21	-60%	-28%	-11.5
Property Damage MVC (Non Reportable)	↗	4	7	4	6	50%	50%	0.3
TOTAL MVC	↗	62	65	46	34	-45%	-26%	-10.3
Roadside Suspension - Alcohol (Prov)	↗	1	2	4	8	700%	100%	2.3
Roadside Suspension - Drugs (Prov)	_____	0	0	0	0	N/A	N/A	0.0
Total Provincial Traffic	↗	143	192	74	80	-44%	8%	-30.7
Other Traffic	↙	2	0	1	0	-100%	-100%	-0.5
Criminal Code Traffic	↗	3	7	11	10	233%	-9%	2.5
Common Police Activities								
False Alarms	↘	5	4	5	5	0%	0%	0.1
False/Abandoned 911 Call and 911 Act	↗	6	12	13	51	750%	292%	13.6
Suspicious Person/Vehicle/Property	↗	8	1	9	19	138%	111%	4.1
Persons Reported Missing	↗	0	0	1	0	N/A	-100%	0.1
Search Warrants	↗	N/A	N/A	1	0	N/A	-100%	-1.0
Spousal Abuse - Survey Code (Reported)	↗	N/A	N/A	10	8	N/A	-20%	-2.0
Form 10 (MHA) (Reported)	↗	N/A	N/A	2	0	N/A	-100%	-2.0



Mackenzie County - High Level Detachment
Crime Statistics (Actual)
January to March: 2022 - 2025

All categories contain "Attempted" and/or "Completed"

April 7, 2025

CATEGORY	TREND	2022	2023	2024	2025	% Change 2022 - 2025	% Change 2024 - 2025	Avg File +/- per Year
Offences Related to Death	—	0	0	0	0	N/A	N/A	0.0
Robbery	—	0	0	0	0	N/A	N/A	0.0
Sexual Assaults	↑	0	0	0	1	N/A	N/A	0.3
Other Sexual Offences	↓	1	0	0	0	-100%	N/A	-0.3
Assault	↑↓	1	4	2	0	-100%	-100%	-0.5
Kidnapping/Hostage/Abduction	—	0	0	0	0	N/A	N/A	0.0
Extortion	—	0	0	0	0	N/A	N/A	0.0
Criminal Harassment	↓	1	1	0	0	-100%	N/A	-0.4
Uttering Threats	—	0	0	0	0	N/A	N/A	0.0
TOTAL PERSONS		3	5	2	1	-67%	-50%	-0.9
Break & Enter	↑	0	0	0	1	N/A	N/A	0.3
Theft of Motor Vehicle	↓	1	1	0	1	0%	N/A	-0.1
Theft Over \$5,000	↑	0	0	0	1	N/A	N/A	0.3
Theft Under \$5,000	↑↓	0	0	2	0	N/A	-100%	0.2
Possn Stn Goods	↓	1	0	0	1	0%	N/A	0.0
Fraud	↑↓	1	0	2	0	-100%	-100%	-0.1
Arson	↑↓	0	1	1	0	N/A	-100%	0.0
Mischief - Damage To Property	↑	0	1	0	0	N/A	N/A	-0.1
Mischief - Other	↓	1	0	0	2	100%	N/A	0.3
TOTAL PROPERTY		4	3	5	6	50%	20%	0.8
Offensive Weapons	↓	3	1	0	0	-100%	N/A	-1.0
Disturbing the peace	↑	0	0	0	1	N/A	N/A	0.3
Fail to Comply & Breaches	↓	1	0	0	0	-100%	N/A	-0.3
OTHER CRIMINAL CODE		1	2	2	1	0%	-50%	0.0
TOTAL OTHER CRIMINAL CODE		5	3	2	2	-60%	0%	-1.0
TOTAL CRIMINAL CODE		12	11	9	9	-25%	0%	-1.1



Mackenzie County - High Level Detachment
Crime Statistics (Actual)
January to March: 2022 - 2025

All categories contain "Attempted" and/or "Completed"

April 7, 2025

CATEGORY	TREND	2022	2023	2024	2025	% Change 2022 - 2025	% Change 2024 - 2025	Avg File +/- per Year
Drug Enforcement - Production	_____	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession	_____	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Trafficking	_____	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Other	_____	0	0	0	0	N/A	N/A	0.0
Total Drugs	_____	0	0	0	0	N/A	N/A	0.0
Cannabis Enforcement	_____	0	0	0	0	N/A	N/A	0.0
Federal - General	△△	0	0	1	0	N/A	-100%	0.1
TOTAL FEDERAL	△△	0	0	1	0	N/A	-100%	0.1
Liquor Act	↙↙	0	3	5	2	N/A	-60%	0.8
Cannabis Act	_____	0	0	0	0	N/A	N/A	0.0
Mental Health Act	↙↙	1	1	0	5	400%	N/A	1.1
Other Provincial Stats	↙↙	0	3	4	3	N/A	-25%	1.0
Total Provincial Stats	↙↙	1	7	9	10	900%	11%	2.9
Municipal By-laws Traffic	_____	0	0	0	0	N/A	N/A	0.0
Municipal By-laws	_____	0	0	0	0	N/A	N/A	0.0
Total Municipal	_____	0	0	0	0	N/A	N/A	0.0
Fatals	△△	0	0	1	0	N/A	-100%	0.1
Injury MVC	↖↖	2	3	2	1	-50%	-50%	-0.4
Property Damage MVC (Reportable)	↖↖	10	17	12	6	-40%	-50%	-1.7
Property Damage MVC (Non Reportable)	↖↖	7	3	8	4	-43%	-50%	-0.4
TOTAL MVC	↖↖	19	23	23	11	-42%	-52%	-2.4
Roadside Suspension - Alcohol (Prov)	△△	1	0	4	1	0%	-75%	0.4
Roadside Suspension - Drugs (Prov)	△△	0	0	1	0	N/A	-100%	0.1
Total Provincial Traffic	↖↖	62	34	43	36	-42%	-16%	-6.9
Other Traffic	△△	0	0	1	0	N/A	-100%	0.1
Criminal Code Traffic	↖↖	6	3	10	2	-67%	-80%	-0.5
Common Police Activities								
False Alarms	↙↙	1	0	0	1	0%	N/A	0.0
False/Abandoned 911 Call and 911 Act	↖↖	1	4	2	4	300%	100%	0.7
Suspicious Person/Vehicle/Property	↙↙	2	0	5	5	150%	0%	1.4
Persons Reported Missing	↖↖	1	0	0	0	-100%	N/A	-0.3
Search Warrants	_____	N/A	N/A	0	0	N/A	N/A	0.0
Spousal Abuse - Survey Code (Reported)	↖↖	N/A	N/A	2	2	N/A	0%	0.0
Form 10 (MHA) (Reported)	_____	N/A	N/A	0	0	N/A	N/A	0.0

NOTICE OF MOTIONS

QUESTION PERIOD

CLOSED SESSION