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## Regular Open Council Meeting Agenda

**Monday, August 11, 2025, at 7:00 p.m.**

in the Council Chambers, Town Hall, 10203-105<sup>th</sup> Avenue, High Level, AB

Electronic Participation via YouTube. The YouTube link for this meeting is:

<https://youtube.com/live/Tgu-PFiCWtQ?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 August 11, 2025, be adopted.**

**3. MOTION TO CHANGE THE ORDER OF BUSINESS**

3.1 Change Order of Business

**THAT item 9.1 2023 Audited Financial Statements be considered before item 4. Delegations.**

**4. DELEGATIONS**

There are no delegations scheduled for this meeting.

**5. ADOPTION OF MINUTES**

5.1. Minutes of the Regular Open Council Meeting held June 23, 2025, for adoption.

**THAT the Minutes of Regular Open Council meeting held June 23, 2025, be adopted.**

5.2. Minutes of the Regular Open Council Meeting held July 14, 2025, for adoption.

**THAT the Minutes of Regular Open Council meeting held July 14, 2025, be adopted.**

**6. MAYOR'S REPORT**

6.1. Mayor McAteer's Report July 15, 2025, to August 11, 2025.

**THAT Council receive Mayor McAteer's report for the period of July 15, 2025, to August 11, 2025, for information.**

**7. COUNCIL COMMITTEE REPORTS**

7.1. Council Committee Reports

**THAT Council receive the Council Reports from Deputy Mayor Langford, Councillor Anderson, Councillor Lambert, Councillor Liboiron, and Councillor Welke for the period of July 15, 2025, to August 11, 2025, for information.**

**Deputy Mayor Langford:**

**Councillor Anderson:**

**Councillor Lambert:**

**Councillor Liboiron:**

**Councillor Welke**

**8. ADMINISTRATIVE REPORTS**

8.1 CAO Report

**THAT Council receive CAO Thoss' report for the period of July 15, 2025, to August 11, 2025, for information.**

**9. ADMINISTRATIVE ENQUIRIES**

9.1. 2023 Audited Financial Statements - RFD Forthcoming on Monday, August 11, 2025

**THAT Council receives the presentation relative to the audit results and approves the Town of High Level 2023 Audited Financial Statements as presented.**

9.2. FCM GMF Grant Application – Climate-Ready Planning Focused on Wildfire Risk

**THAT Council DIRECT staff to apply to the Federation of Canadian Municipalities' Local Leadership for Climate Adaptation initiative for a project to integrate a Climate Adaptation Strategy into the Town of High Level's Asset Management Initiative;**

**AND THAT Council allocate \$17,500 from the Town's General Reserve as the municipal contribution toward the total project cost of \$87,500, contingent upon the success of the grant application, with the remaining \$70,000 to be funded through the Local Leadership for Climate Adaptation initiative.**

9.3. Policy 277-25 Residential Development Incentive Grant Application

**THAT Based on the August 5, 2025, report from the Town's Planning and Development Consultant, that Council consider approval of the proposed *Residential Development Incentive Grant* application in the amount of \$50,000.00**

9.4. Bylaw No. 1056-25 – Apex Utilities Inc. Natural Gas Distribution System Franchise Agreement Renewal

**THAT Council give first reading to Bylaw No. 1056-25 – Apex Utilities Inc. Natural Gas Distribution System Franchise Agreement with \$50,000 included in Article 1) n) and a franchise fee percentage rate of 30% in Article 5) a).**

9.5. Q2 Operating Variance Report

**THAT Council receive the Q2 Operating Variance Report as information.**

**10. OLD BUSINESS**

**11. NEW BUSINESS**

**12. CORRESPONDENCE FOR ACTION**

12.1. Correspondence for Action

**THAT the items of correspondence for action be received.**

- Windspeaker Radio Network Letter
- 2025 ATCO EPIC Donation Letter

**13. CORRESPONDENCE FOR INFORMATION**

13.1. Correspondence for information

**THAT the items of correspondence for information be received.**

- 25<sup>th</sup> Annual Alberta Care Conference
- Alberta Municipalities – Recommendation on Recall of a Municipal Elected Official
- AR118334 – Minister Signed Letter to Mayor McAteer
- RCMP Letter to Mayor McAteer
- NWR FASD Society Letter to Mayor McAteer

13.2. Internal Correspondence

**THAT the items of internal correspondence be received.**

- Council Committee Chart
- Community Services Dept. Report – July 2025
- Corporate Services Dept. Report – July 2025
- Operations Dept. Report – July 2025
- Emergency Services Dept. Report – July 2025

13.3. Outgoing Correspondence

**THAT the items of outgoing correspondence be received.**

- Letter of Support – Ken Sargent House CFEP Large Stream Grant Application

**14. NOTICES OF MOTION**

15. **QUESTION PERIOD**

16. **RECESS TO IN-CAMERA MEETING**

16.1 Recess to In-Camera Meeting

**THAT pursuant to the *Access to Information 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 Section 29 (Advice from Officials), Section 31 (Testing Procedures, Tests, and Audits), and Section 32 (Privileged Information).**

- Audit Matters
- Legal Matters
- HR Update

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**

MOTION TO CHANGE THE  
ORDER OF BUSINESS

# DELEGATIONS

# APPROVAL OF MINUTES



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Minutes of the Regular Open Council Meeting held **June 23, 2025, at 7:00 p.m.**  
in the Council Chambers, Town Hall, 10203-105<sup>th</sup> Avenue, High Level, AB

**In Attendance:**

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

**Staff:** Roy Amalu, Director of Finance  
Keir Gervais, Director of Corporate Services  
Jena-Rayé Clarke, Director of Community Services  
Rodney Schmidt, Director of Emergency Services  
Bill Schnarr, Communications Coordinator  
Aya Balmores, Relief Legislative & Executive Assistant

**Consultant:** Barb Wilton, HR Consultant

**Regrets:** Councillor Brent Anderson  
Viv Thoss, Chief Administrative Officer  
Keith Straub, Director of Operations

**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

Moved by Councillor Liboiron

**172-25 THAT the Regular Open Council meeting agenda for June 23, 2025, BE ADOPTED as amended due to following addition:**

- **10.1 Task Force for Air service to High Level**

Carried

**3. DELEGATIONS**

There are no delegations scheduled for this meeting.

**4. ADOPTION OF MINUTES**

4.1 Minutes of the Regular Open Council Meeting held June 09, 2025, for adoption.

Moved by Deputy Mayor Langford

**173-25 THAT the Minutes of the Regular Open Council meeting held June 09, 2025, BE ADOPTED as amended.**

Carried

4.2 Minutes of the Special Council Meeting held June 16, 2025, for adoption.

Moved by Councillor Lambert

**174-25 THAT the Minutes of the Special Council meeting held June 16, 2025, BE ADOPTED.**

Carried

**5. MAYOR'S REPORT**

5.1. Mayor McAteer's Report June 10, 2025, to June 23, 2025.

Moved by Councillor Welke

**175-25 THAT Council RECEIVE Mayor McAteer's report for the period of June 10, 2025, to June 23, 2025, for information.**

Carried

## 6. COUNCIL COMMITTEE REPORTS

Moved by Councillor Lambert

**176-25 THAT the Committee of the Whole RECOMMEND Council SEND Deputy Mayor Langford to the Yellowknife Chamber Spring Trade Show in Yellowknife, NT to be held May 9-11, 2025.**

Carried

Moved by Councillor Liboiron

**177-25 THAT the Committee of the Whole RECOMMEND that Council SEND Mayor McAteer, Councillor Anderson, and Councillor Liboiron to the High Level & District 2025 Trade Show, scheduled for May 2-3, 2025, to prepare breakfast for the attending trade show vendors.**

Carried

Moved by Councillor Liboiron

**178-25 THAT the Committee of Whole RECOMMEND the delegation from Jordan Asels, CEO, N'DEH Limited Partnership & Representatives of the Dene Tha' First Nation regarding Moose Meadows Project 1, BE RECEIVED for information.**

Carried

Moved by Councillor Welke

**179-25 THAT the Committee of the Whole RECOMMEND the discussion of the Moose Meadows Phase 1 project BE RECEIVED for information.**

Carried

### 6.1 Attraction, Selection and Promotion Policy.

Moved by Deputy Mayor Langford

**180-25 THAT Council APPROVE the Attraction, Selection and Promotion Policy as recommended by the Committee of the Whole on June 16, 2025.**

Further, THAT Council rescinds the following policies:

- 3.6 – Appointment of Employees
- 3.7 – Hiring and Assignment of Related Individuals
- 3.10 – Prerequisites for Employment
- 4.2 – Probation Period
- 4.3 Performance Management

Carried

### 6.2 Local Authorities Pension Plan (LAPP) & APEX Supplementary Pension Plan Policy

Moved by Councillor Welke

**181-25 THAT Council APPROVE the Local Authorities Pension Plan (LAPP) and APEX Supplementary Pension Plan Policy as recommended by the Committee of the Whole on June 16, 2025.**

Carried

6.3. Council Committee Reports

Moved by Councillor Welke

**182-25 THAT Council RECEIVE the Council Reports from Deputy Mayor Langford, Councillor Lambert, Councillor Liboiron, and Councillor Welke for the period of June 10, 2025, to June 23, 2025, for information.**

**Deputy Mayor Langford:**

**June 16 – Special Council Meeting**

**June 18 – Mackenzie Regional Waste Management Commission**

**June 19 – Regional Economic Development Initiative**

**Councillor Lambert:**

**June 16 – Special Council Meeting**

**Councillor Liboiron:**

**June 18 - Mackenzie Regional Waste Management Commission**

**Councillor Welke:**

**Nothing to report**

Carried

6.4. Council Committee Chart

Moved by Councillor Welke

**183-25 THAT Council DIRECT Administration to include the Council Committee chart in the agenda package.**

Carried

7. **ADMINISTRATIVE REPORTS**

There are no administrative reports scheduled for this meeting.

8. **ADMINISTRATIVE ENQUIRIES**

There are no administrative enquiries scheduled for this meeting.

9. **OLD BUSINESS**

There were no old business items brought forward.

**10. NEW BUSINESS**

10.1 Task Force for Air service to High Level

Moved by Deputy Mayor Langford

**184-25 THAT Council strike a Task Force regarding Reliable Air Access for Specialist Medical Services.**

Carried

**11. CORRESPONDENCE FOR ACTION**

There are no items for correspondence for action

**12. CORRESPONDENCE FOR INFORMATION**

12.1 Correspondence for Information

Moved by Councillor Liboiron

**185-25 THAT the items of correspondence for information BE RECEIVED.**

- Alberta Municipalities – Preliminary Recommendations to Improve Rules for Recall of a Municipal Elected Official – June 10, 2025
- Memo from Minister of Technology and Innovation regarding the Access to Information Act – June 12, 2025
- Memo from Minister of Technology and Innovation regarding the Protection of Privacy Act – June 12, 2025
- Memo from Minister of Service Alberta and Red Tape Reduction regarding the Access to Information Act – June 12, 2025

Carried

12.2 Internal Correspondence

Moved by Councillor Deputy Mayor Langford

**186-25 THAT the items of internal correspondence BE RECEIVED.**

- Community Services Dept. Monthly Report – June 2025
- Emergency Services Dept. Monthly Report – May 2025

Carried

**13. NOTICES OF MOTION**

There were no notices of motions brought forward.

**14. QUESTION PERIOD**

There were no members of the gallery in attendance who wished to speak.

**15. ADJOURNMENT**

Moved by Councillor Welke

**187-25 THAT there being no further business of the Regular Open Council meeting,  
it BE ADJOURNED.**

Carried

THE REGULAR OPEN COUNCIL MEETING ADJOURNED AT 7:44 p.m.

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MAYOR

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CHIEF ADMINISTRATIVE OFFICER



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Minutes of the Regular Open Council Meeting held **July 14, 2025, at 7:00 p.m.**  
in the Council Chambers, Town Hall, 10203-105<sup>th</sup> Avenue, High Level, AB

**In Attendance:**

<b>Council:</b>	Mayor Crystal McAteer Deputy Mayor Boyd Langford Councillor Josh Lambert Councillor Mark Liboiron Councillor Jan Welke
<b>Staff:</b>	Viv Thoss, Chief Administrative Officer Roy Amalu, Director of Finance Keir Gervais, Director of Corporate Services Jena-Rayé Clarke, Director of Community Services Rodney Schmidt, Director of Emergency Services Keith Straub, Director of Operations (via Teams) Bill Schnarr, Communications Coordinator Aya Balmores, Relief Legislative & Executive Assistant
<b>Consultant:</b>	Barb Wilton, HR Consultant
<b>Regrets:</b>	Councillor Brent Anderson

**1. CALL TO ORDER**

Mayor McAteer called the meeting to order at 7:01 p.m.

**2. ADOPTION OF MEETING AGENDA**

2.1. Adoption of Meeting Agenda

Moved by Councillor Liboiron

**188-25 THAT the Regular Open Council meeting agenda for July 14, 2025, BE ADOPTED as amended with following addition;**

a. **15.2 – Personnel Matter**

Carried

**3. DELEGATIONS**

There are no delegations scheduled for this meeting.

**4. ADOPTION OF MINUTES**

4.1. Minutes of the Regular Open Council Meeting held June 23, 2025, for adoption.

Moved by Deputy Mayor Langford

**189-25 THAT the Council DIRECT administration to table the Minutes of Regular Open Council meeting held June 23, 2025, to the next council meeting.**

Carried

**5. MAYOR'S REPORT**

5.1. Mayor McAteer's Report June 24, 2025, to July 14, 2025.

Moved by Councillor Welke

**190-25 THAT Council RECEIVE Mayor McAteer's report for the period of June 24, 2025, to July 14, 2025, for information.**

Carried

**6. COUNCIL COMMITTEE REPORTS**

6.1. Council Committee Reports

Moved by Councillor Liboiron

**191-25 THAT Council RECEIVE the Council Reports from Deputy Mayor Langford, Councillor Lambert, Councillor Liboiron, and Councillor Welke for the period of June 24, 2025, to July 14, 2025, for information.**

**Deputy Mayor Langford:**

**July 1 – Canada Day Celebration**

**Councillor Lambert:**

**July 1 – Canada Day Celebration**

**July 8 – High Level & District Chambers of Commerce**

**Councillor Liboiron:**

**June 26 – High Level Municipal Library Board**

**July 1 – Canada Day Celebration**

**Councillor Welke**

**June 24 – Northwest Regional FASD Society**

**June 25 – Community Futures of Northwest Alberta**

Carried

**6.2. Council Committee Chart**

**The Council receive the Committee chart outlining councillor appointments, as presented, for information.**

**7. ADMINISTRATIVE REPORTS**

**7.1 CAO Report - Verbal**

Moved by Councillor Welke

**192-25 THAT Council RECEIVE CAO Thoss' report for the period of June 10, 2025, to July 14, 2025, for information.**

Carried

**8. ADMINISTRATIVE ENQUIRIES**

**8.1. Town of High Level MIEX Water Treatment Borrowing Bylaw No. 1055, 2025.**

Moved by Deputy Mayor Langford

**193-25 THAT Council GIVE 2nd reading to Town of High Level MIEX Water Treatment Borrowing Bylaw No. 1055, 2025.**

Carried

Moved by Councillor Liboiron

**194-25 THAT Council GIVE 3rd reading to Town of High Level MIEX Water Treatment Borrowing Bylaw No. 1055, 2025.**

Carried

**8.2. Terms of Reference – Reliable Air Access for Specialist Medical Services Task Force**

Moved by Deputy Mayor Langford

**195-25 THAT Council DIRECT Administration to amend, as discussed, the Terms of Reference - Reliable Air Access for Specialist Medical Services Task Force.**

Carried

8.3. Disposal of Tender 1 (2010 Freightliner)

Moved by Councillor Liboiron

**196-25 THAT Council APPROVE the sale of Tender 1 (2010 Freightliner) through a sealed bid process with a reserve bid of \$100,000.00, using the advertising services of the Alberta Fire Chiefs Association Marketplace site, with proceeds from the sale to be deposited in the Fire Equipment Reserve.**

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

**The items of correspondence for action be received.**

- CFEP Large Stream Application for the Ken Sargent House - Request for a Letter of Support

Moved by Mayor McAtee

**197-25 THAT Council DIRECT Administration to send a letter of support for Community Facility Enhancement Program (CFEP) Large Stream grant application for the Ken Sargent House, aimed at providing affordable, supportive accommodations for individuals and families who must travel to Grande Prairie for medical care.**

Carried

**12. CORRESPONDENCE FOR INFORMATION**

12.1. Correspondence for information

Moved by Councillor Welke

**198-25 THAT the items of correspondence for information be RECEIVED.**

- AR118334 – Minister signed letter to Mayor McAtee
- Mackenzie County - Composition of Council and Ward Boundaries

Carried

12.2. Internal Correspondence

Moved by Councillor Lambert

**199-25 THAT the items of internal correspondence be RECEIVED.**

- Corporate Services Dept. Report – June 2025
- Community Services Dept. Report – July 2025
- Emergency Services Dept. Report – June 2025
- Operations Dept. Report – June 2025

Carried

**13. NOTICES OF MOTION**

There were no notices of motions brought forward.

**14. QUESTION PERIOD**

There were no members of the gallery in attendance who wished to speak.

**15. RECESS TO IN-CAMERA MEETING**

15.1 Recess to In-Camera Meeting

Moved by Councillor Lambert

**200-25 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 24(1)(a) advice, proposals, recommendations, analyses or policy options developed by or for a public body or a member of the Executive Council and (d) plans relating to the management of personnel or the administration of a public body that have not yet been implemented.**

- a. Verbal Update – Personnel Matter
- b. Personnel Matter

Council recessed into an In-Camera meeting at 8:06 p.m.

Carried

**16. RECONVENE OPEN MEETING**

16.1 Reconvene Open Meeting

Moved by Councillor Welke

**201-25 THAT the Open Council meeting be RECONVENED.**

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

Carried

**17. IN-CAMERA ITEMS**

There were no items brought forward.

**18. ADJOURNMENT**

Moved by Councillor Lambert

**202-25 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.

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MAYOR

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CHIEF ADMINISTRATIVE OFFICER

# MAYOR'S REPORT

**COUNCIL COMMITTEE  
REPORTS**

# ADMINISTRATIVE REPORTS

**Meeting Date:** August 11<sup>th</sup>, 2025

- Since the departure of the Director of Planning and Development, I have stepped in to provide interim oversight of the department. I've been working closely with staff and consultants to ensure the continuity of daily operations. My responsibilities have included managing departmental functions and reviewing and approving a variety of planning applications, such as application for approach access, utility assignment permits, development permits and development variance applications, to support ongoing development and maintain service standards. I worked with the consultant to develop an 'Approach Standards' brochure. This resource will provide applicants with clear guidance and essential information to support them in preparing their access approach applications.
- Worked closely with the Town's Assessment Specialist and property owners to resolve all assessment complaints related to the 2024 Assessment Year. All concerns were addressed to the satisfaction of the property owners, resulting in the formal withdrawal of the complaints and the successful completion of the 2024 assessment roll.
- Continue to collaborate with staff and consultants to develop and implement a budget process that aligns with best practices, complies with all statutory requirements, and promotes transparency and public engagement. The process was designed to ensure residents have clear opportunities to observe, participate in, and provide feedback at key stages, fostering accountability and community involvement.
- Continue to work closely with Assistant Deputy Minister Sandberg of Municipal Affairs, whose support has been instrumental in helping the Town recover reserve funds used to assist evacuees during the 2023 and 2024 wildfire seasons. To date, the Town has successfully recovered \$1,751,926.00 and is currently awaiting an additional reimbursement of \$671,295.00.
- Worked closely with the Provincial Grants Division, auditors, and internal staff to compile necessary information and make the adjustments required for the auditors to finalize the Town's 2023 audited financial statements, successfully avoiding any qualifications like those received in 2022.
- Met with property owners both at the Town office and at their residences to address concerns they had previously raised with former Administration. They expressed frustration that their issues had not been acknowledged or were dismissed without proper discussion or investigation. I am actively working on resolving these matters to ensure they are appropriately addressed.
- Attended the Intermunicipal Development Plan Steering Committee meeting alongside Mayor McAteer, Councillor Welke, and members of Mackenzie County Council and Administration to review the Committee's Terms of Reference and establish meeting procedures.

- Met with engineers and consultants to receive updates and progress reports on various ongoing projects. Additionally, requested their assistance in gathering valuable information on outstanding projects to help identify the steps needed to bring them to completion.
- Worked closely with our natural gas procurement representative to initiate a live market bid process, with the goal of securing the most competitive natural gas rates available for the Town. This proactive approach ensures fiscal responsibility and helps mitigate future cost fluctuations.
- Conducted research into available grant opportunities to support the Town's asset management initiatives. This effort is aimed at identifying external funding sources that can help strengthen our long-term infrastructure planning, improve data management, and enhance operational efficiency.
- Collaborated with the HR consultant to explore ideas for developing and implementing a performance review process for the Town. This included gathering insights on best practices, evaluation criteria, and strategies to align the process with organizational goals and promote continuous improvement.
- Worked closely with staff to develop clear, consistent public messaging on a range of municipal priorities and initiatives.
- I have overseen and managed a wide range of responsibilities over the past two weeks, with these tasks representing just a portion of the key initiatives undertaken to support statutory requirements, municipal operations and community development.

Respectfully submitted,



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CAO Viv Thoss

# ADMINISTRATIVE ENQUIRIES



## **Town of High Level Regular Council Meeting Request for Decision**

**Meeting Date: August 11, 2025**

**Prepared By: Viv Thoss, Chief Administrative Officer**

**Subject: FCM GMF Grant Application – Climate-Ready Planning**

**Focused on Wildfire Risk**

### **Recommendation:**

THAT Council DIRECT staff to apply to the Federation of Canadian Municipalities' Local Leadership for Climate Adaptation initiative for a project to integrate a Climate Adaptation Strategy into the Town of High Level's Asset Management Initiative;

AND THAT Council allocate \$17,500 from the Town's General Reserve as the municipal contribution toward the total project cost of \$87,500, contingent upon the success of the grant application, with the remaining \$70,000 to be funded through the Local Leadership for Climate Adaptation initiative.

### **CAO Comments:**

### **Background:**

Climate change is no longer a distant threat. It is a present and escalating challenge for communities across Canada, including the Town of High Level. Wildfire seasons are becoming longer, more intense, and more destructive. In 2023, Canada experienced its most devastating wildfire season on record, with over 15 million hectares burned. This is more than six times the historical average of approximately 2.5 million hectares<sup>12</sup>. Alberta alone saw 2.2 million hectares burned in 2023, which is ten times the province's five-year average of 190,000 hectares<sup>3</sup>.

The High Level Forest Area is particularly vulnerable. As of early 2025, the region is experiencing very high drought code values, indicating deep dryness in forest fuels

<sup>1</sup> Natural Resources Canada: *Canada's record-breaking wildfires in 2023: A fiery wake-up call*

<sup>2</sup> Canadian Wildland Fire Information System: *National Forestry Database*

<sup>3</sup> Global News: *Alberta wildfire season '10 times more severe' than recent averages, province says*

and a heightened risk of smouldering and fast-spreading fires. These conditions mean that even a few days of dry, windy weather can trigger large-scale wildfires.

The Town of High Level has recent lived experience with major wildfire emergencies, including the 2019 Chuckegg Creek Fire, which resulted in extensive evacuations and threats to infrastructure. The risk profile is not theoretical. It is an ongoing challenge to the safety, economy, and livability of our region.

The impacts of these events are far-reaching:

- Public safety is compromised through evacuations and health risks from smoke.
- Municipal infrastructure is at risk of damage or destruction.
- Service delivery becomes reactive and costly.
- Natural assets such as forests and wetlands are degraded, reducing their ability to buffer future climate impacts.
- Long-term economic growth is undermined, as investor confidence and insurance premiums are affected by perceived climate risk.
- Vulnerable populations, facing social, economic, or health-related challenges are often more vulnerable to the impacts of climate-related events.

### **Discussion:**

#### **Proposed Initiative: Federation of Canadian Municipalities Green Municipal Fund Application**

To address these growing risks, the Town of High Level Administration proposes applying to the Federation of Canadian Municipalities' (FCM) Green Municipal Fund (GMF) under the Climate-Ready Infrastructure Planning Program. This initiative will enable the Town to take a proactive, strategic approach to climate resilience.

Key components of the proposed project include:

- Climate Risk and Vulnerability Assessment: Focused on wildfire hazards and cascading impacts.
- Climate Adaptation Plan: Identifying infrastructure priorities and natural asset restoration strategies.
- Asset Management Inventory Update: Integrating built and natural assets into GIS format for improved planning and risk analysis.
- Integration into Asset Management Strategy: Embedding climate adaptation into capital planning and operations.

## **Funding Opportunity**

FCM has opened its application intake and is currently accepting submissions. The program offers up to 80% funding for eligible planning costs, with a maximum contribution of \$70,000. The Town's share would be \$17,500, for a total project budget of \$87,500.

This program is part of a federal effort to promote sustainable, future-ready municipalities across Canada. FCM support signals a strong commitment to climate action, and the Town's proactive leadership could position it as a rural northern innovator in resilient infrastructure planning.

While these priorities are not part of the Town of High Level's formal strategic plan, they reflect important community values and align with broader efforts to enhance resilience and sustainability. This initiative supports:

- Building resilience to wildfire and climate impacts.
- Modernizing asset management systems for long-term sustainability.
- Ensuring reliable service delivery in a changing climate.
- Protecting community health and safety through proactive risk reduction.
- Aligning with provincial and federal policy directions, including *Alberta's Climate Adaptation Strategy* and *Canada's National Adaptation Strategy*.

## **Why This Matters for High Level**

- The High Level Forest Area is projected to face high to very high wildfire risk in the coming seasons.
- Climate change is doubling the likelihood of extreme fire weather conditions.
- Smoke from wildfires poses serious health risks, especially for vulnerable populations, and can travel thousands of kilometres.
- The cost of wildfire protection in Canada has exceeded \$1 billion in six of the last ten years, and is rising.
- Without strategic adaptation planning, High Level risks increased financial strain due to infrastructure loss, recovery costs, and potential liability.
- By investing now, the Town of High Level may reduce future reliance on disaster recovery programs and demonstrate fiscal stewardship.

## **Alternatives:**

Option 1: THAT Council DIRECT staff to apply to the Federation of Canadian Municipalities' Local Leadership for Climate Adaptation initiative for a project to integrate a Climate Adaptation Strategy into the Town of High Level's Asset Management Initiative;

AND THAT Council allocate \$17,500 from the Town's General Reserve as the municipal contribution toward the total project cost of \$87,500, contingent upon the success of the grant application, with the remaining \$70,000 to be funded through the Local Leadership for Climate Adaptation initiative.

Option 2: THAT Council decline to submit an application to the Federation of Canadian Municipalities' Green Municipal Fund – Climate-Ready Infrastructure Planning Program at this time.

Option 3: THAT Council direct Administration to take any other action deemed appropriate by Council.

Respectfully submitted,



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**CAO Viv Thoss**

## **Attachments:**

*FCM - GMF – Local Leadership for Climate Adaptation Application Guide*



GREEN FONDS  
MUNICIPAL MUNICIPAL  
FUND VERT

# Local Leadership for Climate Adaptation Application Guide

## Climate-Ready Plans and Processes

Updated: June 2025

*A program of*

**FCM**

## TABLE OF CONTENTS

WELCOME AND INTRODUCTION.....	3
HOW TO USE THIS GUIDE .....	4
APPLICATION PROCESS.....	4
PREPARING YOUR APPLICATION.....	7
Part A: Applicant information.....	7
Part B: Climate-Ready Communities Assessment Tool .....	10
Part C: Collaboration.....	12
Part D: Project information .....	12
Part E: Engagement strategy .....	19
Part F: Declaration and signature.....	21
Project Workbook.....	22
SUBMITTING YOUR APPLICATION.....	23
APPENDIX A: FUNDING DETAILS .....	24
APPENDIX B: REQUIRED SUPPORTING DOCUMENTS .....	29
APPENDIX C: EVALUATION OF APPLICATIONS .....	30
APPENDIX D: REPORTING REQUIREMENTS .....	32
APPENDIX E: MUNICIPAL RESOLUTION TEMPLATE.....	33
APPENDIX F: GLOSSARY OF KEY TERMS .....	34

# WELCOME AND INTRODUCTION

Local Leadership for Climate Adaptation (LLCA) is a \$530M initiative delivered by the Green Municipal Fund (GMF).

LLCA will support local governments across Canada to plan for and respond to the impacts of climate change. This includes a focus on preparing for slow-onset hazards (such as rising sea levels and melting permafrost) and sudden events (such as wildfires and flooding).

Being prepared bolsters resilience against the diverse impacts of climate change.

To help you get prepared, **Climate-Ready Plans and Processes (CRPP)** specifically extends grant funding and capacity development to promote equitable climate adaptation and resilient infrastructure and systems.

For more information on LLCA, please visit our [funding webpage](#).

GMF's Local Leadership for Climate Adaptation (LLCA) initiative is made possible with generous support from the Government of Canada. GMF is a key partner supporting the delivery of the Government of Canada Adaptation Action Plan (GOCAAP).

# HOW TO USE THIS GUIDE

This guide will help you apply for funding under the Local Leadership for Climate Adaptation (LLCA) initiative's **Climate-Ready Plans and Processes** (CRPP).

It contains application instructions, information about how your proposed project will be evaluated and tips for completing a great application.

Follow the instructions below as you complete your application. Your answers should be clear and detailed enough that someone who has never heard of your (proposed) project would fully understand your application.

The appendices at the end of this document contain useful information:

[APPENDIX A: FUNDING DETAILS](#)

[APPENDIX B: REQUIRED SUPPORTING DOCUMENTS](#)

[APPENDIX C: EVALUATION OF APPLICATIONS](#)

[APPENDIX D: REPORTING REQUIREMENTS](#)

[APPENDIX E: MUNICIPAL RESOLUTION TEMPLATE](#)

[APPENDIX F: GLOSSARY OF KEY TERMS](#)

GMF is committed to supporting communities of all sizes become resilient to the impacts of climate change. We offer a funding concierge service to help you develop and submit your application. Contact us at [gmfinfo@fcm.ca](mailto:gmfinfo@fcm.ca) or call 1-877-417-0550.

GMF respects the principles of OCAP®. Any product, data or information that may include Indigenous knowledge may be submitted at the discretion of the applicant.

## APPLICATION PROCESS

Below is an overview of the application process to reach a funding decision.

### **Phase 1: Review the funding webpage**

Please review our funding webpage before starting the application process. It has essential information about timing of funding application windows, project eligibility, and required project outcomes. You can also find information on the future funding rounds there.

#### *Quebec Municipal Applicants*

Quebec municipalities interested in applying should refer to Climate-Ready Plans and Processes funding webpage for more details or contact us at [gmfinfo@fcm.ca](mailto:gmfinfo@fcm.ca), call 1-877-417-0550 or book a meeting with a GMF representative.

## **Phase 2: Contact a GMF representative**

After reading the funding webpage and the application guide, please contact a GMF representative to discuss the eligibility of your project if necessary. CRPP uses the FCM Funding Portal and a GMF representative can provide you access to the FCM Funding Portal.

**Note:** Access to the FCM Funding Portal is required to complete and submit the application and all required supporting documents. If you do not have access, you will need to request it. You must have access to the FCM Funding Portal at least 5 days before the application deadline.

To schedule an appointment, contact a GMF representative by phone, email or through the booking system:

1-877-417-0550

[gmfinfo@fcm.ca](mailto:gmfinfo@fcm.ca)

[Book a meeting with a GMF representative](#)

## **Phase 3: Prepare your application**

After reading the application guide, access the FCM Funding Portal to view and complete the application form, and submit all required supporting documents. Please contact a GMF representative if you experience issues with the FCM Funding Portal or have any questions.

To apply for funding, you must submit:

- A completed application form (to be filled out in the portal)
- A completed project workbook
- A completed Climate-Ready Communities Assessment Tool (also known as, "the CRC Assessment Tool" or "the Assessment Tool")
- All required supporting documents

## **Phase 4: Submit your application**

Once you have completed and verified the information in your application form, Assessment Tool, project workbook and collected required supporting documents, submit them through [the FCM Funding Portal](#). GMF representatives can also provide technical assistance to submit your application if needed.

We recommend that you submit your application through [the FCM Funding Portal](#) as soon as it is complete. This is so GMF can review and flag any omissions for your attention before the application window has closed. ONLY applications that are complete when the application window closes will be considered for this round of funding. Applications will be evaluated and approved on a first come first serve basis. GMF will stop accepting applications once the funding envelope has been fully subscribed.

**Note:** Review this guide for a preview of the questions and required documentation. Use the guidance provided to ensure you answer every question fully and to the best of your ability. Consult [\*\*APPENDIX B: REQUIRED SUPPORTING DOCUMENTS\*\*](#) when it comes time to do your application.

It is **important** to note that even eligible projects are not guaranteed to be approved for funding.

### **Phase 5: GMF internal review**

Once the application form is submitted, it will be assigned for internal review. GMF will assess your application for accuracy and completeness. We will work with you to resolve any remaining questions. Consult [\*\*APPENDIX D: EVALUATION OF APPLICATIONS\*\*](#) for more information.

### **Phase 6: Funding decision**

GMF will use robust review processes to make funding decisions. Refer to our [funding webpage](#) for more information on when you can expect a funding decision.

# PREPARING YOUR APPLICATION

All applicants must complete and submit an application form found in [the FCM Funding Portal](#).

Follow the instructions in this guide to help answer the questions in the application form. Please ensure that you save the application form on your computer regularly and one more time before submitting.

The information you provide in your application form will help GMF staff assess whether your project aligns with funding requirements, determine eligibility and make decisions on approvals.

Answer each question with enough detail so that someone who has never heard of your project would fully understand your application.

## Part A: Applicant information

In this part, we will ask you to tell us who you are, where you are from and who your main partners are, if any.

### Participating organizations

**Please provide details on participating organizations in the table below.**

Use the guidance in the following table to help you complete this section.

**IMPORTANT:** If your organization is *not* a municipal government, your project must be delivered in partnership with one. You will be required to provide the name of the main project contact for your lead municipality on the project team. You will also be required to submit a municipal council resolution stating municipal partnership before funding approval.

Field	Required supporting information
<b>Organization name</b>	You must use the full legal name of the organization or full name of the municipality including the province or territory.  Examples: "Battle River Watershed Alliance, AB" or "Rural Municipality of Aberdeen No. 373, SK"
<b>Organization role [select value]</b>	You will select from the following options in a drop-down menu:  <b>Lead applicant and lead municipality:</b> if the lead applicant is a municipality, this is the appropriate selection

**Lead applicant:** a partner organization that is not a municipality and signs the agreement with FCM, oversees the project (even if a third party completes the work), incurs the costs of the project and submits the required reporting to FCM (please provide the contact information for the individual authorized to act on behalf of the lead applicant in the project contact section)

**Lead municipality:** the primary municipal partner to a non-municipal lead applicant (see lead applicant category above); usually the municipality where the project is taking place or that will benefit from the project

**Partner:** if the organization is not the lead applicant or the lead municipality, this is the appropriate selection (e.g., projects with multiple municipal partners, any non-municipal funders, consultants, etc.)

Please enter every participating organization in a separate row of the table.

#### **The following two questions apply to the lead applicant**

**Question: Which of the following community types describes the lead applicant?** [select all that apply]:

- Indigenous community
- Northern community
- Remote community
- Rural community
- None of the above

**Question: How many people are employed at the lead applicant?** [select one]:

- Less than 5
- 6-10
- 11-20
- 21-50
- 51-100
- 101-500
- 500 or more

#### **The following question applies to the lead municipality**

**Question: What is the population of the lead municipality?** [select one]:

- $\leq 10,000$
- 10,001–50, 000
- 50,001–100,000
- 100,001–500,000
- $>500,000$

Municipalities with populations fewer than 10,000 as well as Indigenous, northern, rural and remote communities are eligible to receive a higher cost share. Find out more in [APPENDIX A: FUNDING DETAILS](#).

## Project contacts

In this section, we're asking you to provide at least one project contact in the table below. Be sure to include their primary role in the project and their affiliated organization. Use the guidance in the table below to help you complete this section.

**Note:** If your organization is not a municipal government, the project must be undertaken in partnership with a municipal government (lead municipality). If that is the case, please provide the contact information of the municipality you are collaborating with.

Field	Required supporting information
<b>Organization name</b> [open text]	You will only be permitted to select the names of the organizations you listed as participating organization in the previous question.
<b>Contact name</b> [open text]	Please enter the first and last name.
<b>Job title</b> [open text]	Please enter the job title of the contact.
<b>Contact role</b> [select value]	You will select from several options in a drop-down menu. One of the contacts you provide MUST be the <b>Application Contact</b> . Select the role from the following list (only one role can be selected per person): <b>Application Contact (required)</b> : This is the primary contact for the application and the person who will be permitted to submit the application <b>Secondary Contact (recommended)</b> : the secondary point of contact supporting the submission of the application <b>Municipal Contact (required if not the lead applicant)</b> : contacts representing the municipality if not already identified as an application contact or secondary contact <b>Consultant (optional)</b> : the primary contact representing the consulting team, if applicable <b>Read-Only (optional)</b> : a contact that is permitted to view the application; they will not be permitted to make any changes to the application directly
<b>Address</b>	Full address
<b>Phone number</b>	With area code
<b>Email</b>	Contact email

## Part B: Climate-Ready Communities Assessment Tool

The [Climate-Ready Communities Assessment tool](#) (also known as, "the CRC Assessment Tool" or "the Assessment Tool") is designed to help municipalities build awareness of the key elements of climate adaptation in local governments, develop a snapshot of their current climate adaptation efforts, and identify actionable steps for building climate resilience.

The Climate-Ready Communities Assessment Tool is structured around three (3) pillars:

- People, partnerships and governance
- Risk and adaptation planning
- Integration and implementation

Each pillar represents a fundamental aspect of climate adaptation, addressing organizational capacity, strategic planning, and the execution of climate adaptation measures, with specific milestones outlining key components within each area. While the pillars are presented as distinct sections within the tool, they are deeply interconnected, meaning that progress in one often reinforces and advances efforts in others.

Within each pillar tab, there are three (3) essential steps: the **self-assessment**, which helps you evaluate your current position, a **reflection** on the self-assessment results to identify priorities, and **Identification of prioritized actions**, which involves determining specific actions to make progress on those priority areas. These three steps, support you in crafting a tailored roadmap for building climate resilience.

At every progression level, the Assessment Tool will suggest activities that the municipality can undertake to achieve milestones in equity-informed climate adaptation planning. These suggestions are not exhaustive and can be modified to better meet the specific needs of the municipality. We encourage lead applicants to apply for funding to help your community advance their climate adaptation journey using these suggestions as a guide.

**IMPORTANT:** The assessment tool is mandatory and must be completed and submitted with the application. Use this link to access the [CRC Assessment Tool](#). Please consult the [Climate-Ready Community Assessment Tool user guide](#) for more guidance.

Your project should be informed by the results of the CRC Assessment Tool. The gaps, priorities, or barriers identified through the self-assessment should be clearly reflected and consistently carried through in both your application form and workbook.

In addition, your proposed activities must lead to measurable progress as assessed by the CRC Assessment Tool. This may include advancing to a higher progression

level within one or more milestone or strengthening your position within the same level.

**Note:** Progression in adaption planning takes time and ongoing effort. Your journey through the roadmap should reflect what you can realistically achieve by the end of the project. In some cases, climate adaptation planning activities that are most important to you, may not result in a significant progression on the roadmap. That is okay — any amount of progress is important.

## Community-wide climate risk assessment

Completing a community-wide climate risk assessment is a foundational step in climate adaptation planning. It helps communities understand how different climate hazards could impact local infrastructure, services and populations. This assessment enables municipalities to identify systems most at risk, prioritize climate adaptation needs, and inform the development of an adaptation plan. A comprehensive, multi-hazard assessment equips communities with insights needed to make informed decisions and qualify for funding for further adaptation activities. Without it, communities may lack the necessary insights to effectively address and prepare for climate impacts.

Once you have done your self-assessment, you will be able to plan your project's activities. However, before you do, we would like to know if the lead municipality has an existing community-scale climate risk assessment.

If you do not have a community-wide climate risk assessment, then we recommend that you include completing one as an activity of your project.

**Question:** Has the lead municipality completed a community-wide climate risk assessment with the following characteristics:

- **Assesses all core service areas:** It must be conducted at the scale of the community and ideally cover multiple systems, recognizing that assessing individual assets or services in isolation may not provide a comprehensive understanding of climate risks.
- **Assesses multiple climate hazards:** The assessment must encompass an analysis of multiple climate hazards relevant to the community, including but not limited to extreme weather events (such as wind and storms), floods, sea level rise, heatwaves, drought and changes in precipitation patterns.
  - Yes
  - No

**If no,** we encourage the applicant to complete a community-wide climate risk assessment within the activities of your proposed project.

## Part C: Collaboration

### Collaboration details

Proposed projects that feature collaboration could be eligible for a 5% cost share top-up on the grant amount.

Lead applicants must describe the collaborative aspects of their proposed project, focusing on the nature and expectations of the collaboration. This includes describing who is involved, the purpose and type of collaboration, and the mechanics of how it will function, such as how decisions will be made, roles shared, and resources coordinated.

Be sure to identify how that collaboration will benefit all involved communities/municipalities or organizations. Strong collaborations are built on mutual benefit, where each collaborator gains something meaningful from working together. This could include shared resources, tools and data, capacity building, or co-developed climate risk assessments and adaptation plans.

**Question: Do you plan on collaborating with other communities/municipalities or organizations on this project? [select one]**

- Yes
- No

**Collaborating communities or organizations**

Please identify each of the collaborating communities/municipalities or organizations using the table below, including the name and province/territory of the municipalities. Please include only one municipality per line.

[fillable table]

Please describe below the nature and expectations of your collaborative project and identify specific, tangible benefits that are directly linked to the collaborative approach

[multi-line text box, 300-word limit]

**Example of a collaborative approach: Collaborative Climate Risk Assessment Between Upper and Lower-Tier Municipalities**

**Collaboration Overview:**

A lower-tier municipality is partnering with its upper-tier municipality to complete a community-wide, multi-hazard climate risk assessment. The collaboration addresses shared climate risks across overlapping jurisdictions and supports alignment in regional adaptation planning.

### **Collaboration Mechanics:**

The two municipalities are jointly analyzing climate data, coordinating stakeholder engagement efforts, and sharing a regional climate staff resource. These shared responsibilities help ensure alignment with both local and regional strategies, while maximizing efficiency and avoiding duplication.

### **Mutual Benefits:**

Lower-tier municipality: Gains access to technical expertise, regionally coordinated data, and additional staff capacity that would not be available independently.

Upper-tier municipality: Enhances consistency across local climate planning efforts and pilots a collaborative model that can be replicated with other lower-tier municipalities.

## **Part D: Project information**

In this part, we're asking you to provide your project title and a description of your project.

**IMPORTANT:** Your project must either help your community understand and prepare for climate risks, through activities such as a community-wide climate risk assessment and climate adaptation planning or support the implementation and/or integration of climate adaptation measures into existing municipal plans, processes or systems. These efforts can also be supported by developing or strengthening foundational elements such as internal coordination, external partnerships, and awareness building.

### **Project overview**

In this section, please provide the title of your project and indicate the type of project you are applying for. This information will be used to publicly identify the project. Use the guidance in the following table to help you complete this section. The title should be short enough to fit on one line of the application form.

Field	Question
<b>Project title</b> [single line open text]	<p>Please indicate your project's working title. This title will be used publicly to identify the project.</p> <p>The title should include:</p> <ul style="list-style-type: none"><li>• the name of the municipality or, in the case of multiple municipalities, the region</li><li>• a description of what the project is with at least one keyword based on the project</li></ul> <p><i>Example: Implementing heatwave mitigation strategies in Smiths Falls, Ontario</i></p>

<p><b>Project description</b> [multi-line text box, 500-word limit]</p>	<p>Provide a detailed description of the activities you will complete within your project.</p> <p>Briefly describe the community or region in which your project will take place.</p> <p>Describe the scope of your project, including the key activities and deliverables and indicate whether they will focus on understanding and planning for climate risks, or on implementing and integrating climate adaptation in your plans or processes to manage those risks.</p> <p>Describe your project's objectives.</p>
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**Note: Please ensure that the working title provided for your project matches that in the project workbook**

## Activities and deliverables

In this section, you'll be required to describe the activities and deliverables you'll be completing in your proposed project.

You can propose up to five activities. Note that each activity, and the entire proposed project, **must be completed within 24 months**.

**Question:** Please describe the 1 to 5 activities that compose your proposed project. Complete one row for each activity.

[fillable table]

### Eligible activities

An "activity" is defined as an action or series of tasks performed by the lead applicant to support the desired outcomes of the project.

Each activity must have one or more defined objectives and deliverables.

Activity Types	Examples
<p><b>People, partnerships and governance</b></p>	<p>Develop or update relevant plans or policies to support climate adaptation:</p> <ul style="list-style-type: none"> <li>• Climate adaptation strategy/policy</li> <li>• Develop or align long-term financial plans to support climate adaptation work</li> </ul> <p>Build awareness of climate risks and adaptation:</p> <ul style="list-style-type: none"> <li>• Public awareness campaigns</li> <li>• Educational materials tailored for diverse groups in the community</li> <li>• Staff and council training on local climate risks and adaptation actions</li> </ul>

	<p>Collaborative and inclusive climate adaptation planning:</p> <ul style="list-style-type: none"> <li>• Equitable engagement strategy or tools that build awareness and supports participation in climate adaptation efforts</li> <li>• Collaboration strategy to establish partnerships and coordination for collaborative climate adaptation</li> </ul>
	<p>Climate risk assessment:</p> <ul style="list-style-type: none"> <li>• Work planning and scope for climate risk assessment, including data needs, methodologies for identification and evaluation of climate risks, stakeholder engagement and prioritization</li> <li>• Facilitated sessions to capture Indigenous Peoples and equity-deserving group's lived experiences of climate impacts</li> <li>• Vulnerability assessment of populations, services or other community systems</li> <li>• Climate hazards mapping</li> </ul>
<p><b>Risk and adaptation planning</b></p>	<p>Climate Adaptation plan(s):</p> <ul style="list-style-type: none"> <li>• Define climate adaptation vision and goals</li> <li>• Research and analysis of climate adaptation measures</li> <li>• Identification and co-development of climate adaptation strategies with equity-deserving groups, indigenous communities and other partners or stakeholders</li> <li>• Implementation roadmap</li> </ul>
	<p>Climate adaptation plan(s) (goals and vision, research and analysis, co-development of strategies with stakeholders, implementation plan)</p>
<p><b>Implementation and integration</b></p>	<p>Systems implementation plan (implementation or integration of climate adaptation actions into municipal plans and systems):</p> <ul style="list-style-type: none"> <li>• Review of plans and processes to identify opportunities to embed climate adaptation</li> <li>• Update land use plans or bylaws to incorporate strategies from your climate adaptation plan</li> <li>• Integrate climate adaptation into asset management practices, including levels of service, risk management, lifecycle costing, or capital/budget planning</li> <li>• Assess opportunities to integrate nature-based solutions across municipal service areas, including parks, stormwater, transportation, facilities, etc.</li> <li>• Develop infrastructure design conditions or checklists that integrate climate resilient engineering practices, and prioritize nature-based solutions</li> </ul>

	<ul style="list-style-type: none"> <li>• Update procurement policies requiring vendors to demonstrate climate resilience in project design, materials or delivery</li> </ul>
	<p>Establish monitoring and evaluation systems:</p> <ul style="list-style-type: none"> <li>• Develop metrics to monitor and evaluate performance of adaptation actions</li> <li>• Incorporate visualization tools for reporting on progress and performance</li> <li>• Design a continuous improvement cycle using performance data and stakeholder feedback</li> </ul>
<b>Ineligible activities</b>	
<ul style="list-style-type: none"> <li>• Any activity and/or effort conducted in the normal course of business not related to the integration of equitable and inclusive climate resilience into municipal plans, processes and management systems (e.g., regular operation, normal repairs and/or maintenance expenses, etc.)</li> <li>• Emergency response and disaster recovery costs and activities</li> <li>• Development of a software program</li> <li>• Planning costs or planning activities that are not directly related to the project</li> <li>• Any activity not directly connected to activities approved in the application</li> </ul>	

### *Deliverables*

Your project must result in one or more deliverable. A **deliverable** is a specific, tangible product that is the results of an activity. Here are some examples of deliverables per activity.

Example of Project Activity	Example of Deliverable
Develop a climate adaptation strategy/policy	Council-endorsed climate adaptation strategy or policy
Develop or align long-term financial plans to support climate adaptation work	Long-term financial plan with climate adaptation costs
Public awareness campaigns for climate adaptation	Report on public awareness campaigns; including a copy of the promotion material used if applicable
Climate adaptation training for staff	The training material and attendance records
Develop an equitable engagement strategy	Inclusive and equitable engagement strategy
Public engagement sessions for climate adaptation planning	Summary report of engagement sessions
Conduct community-wide climate risk assessment	Climate risk assessment report
Develop a climate adaptation plan	Climate adaptation plan
Implement climate adaptation plan	Climate adaptation implementation roadmap
Integrate climate adaptation into existing plans, processes and systems	Revised land use plans, bylaws, asset management strategies Design guidance or checklists Revised procurement policy

## Outcomes

Outcomes refer to specific, results, changes, or impacts that are expected to occur as a result of your project. We want to know how your proposed project will impact your community. When designing a project, it's important

to know what your project outcomes are so you have a way of measuring your success and understand what your overall goal is.

Explain how your project will contribute to climate adaptation, whether by building the foundation for adaptation planning, improving understanding of climate risks and responses, or integrating adaptation measures into existing plans, processes or systems. In addition, describe how these outcomes will lead to measurable progress in your self-assessment results, either by advancing to a new progression level or strengthening your position within an existing one for one or more CRC Assessment Tool milestones.

Project outcomes can include things like:

- increased institutional capacity...
- increased preparedness...
- improved processes...
- reduced risk...
- strengthened awareness...

**Question:** Describe what you'd likely achieve through your proposed activities and how this will increase your community's climate resilience.

In addition to the deliverables, you can also describe the long-term impact the activities will ultimately have on your community.

[open text]

## Capacity to deliver

In this section, please answer the following questions describing your project team (internal and external). In the table, please identify members of your project team (including your project partners, if applicable) and their roles in the project.

The table should include at least one member of the lead applicant's project management team, as well as anyone responsible for training and capacity-building to ensure the successful completion of your project. If your project is sponsored or championed by a municipal elected official, include them as well.

If you have not yet hired a key team member, please identify them in the table anyway (e.g., "consultant TBD") and detail their *anticipated* roles and responsibilities along with their required level of experience and expertise (e.g., as defined in your request for proposal).

**IMPORTANT:** Applications will be assessed based on the project team and its ability to lead the project to completion and deliver the expected benefits. The assessment will also consider whether there is strong municipal staff participation and capacity building throughout the project that will enable municipal staff and, where applicable, rights holders and stakeholders, to build and retain the skills and knowledge needed to undertake and replicate the project.

*Internal project Team (internal: on payroll for the lead applicant)*

**Question:** Lead applicant: please describe the structure and composition of your internal project team using the table below. Describe their roles and responsibilities.

[fillable table]

**Note:** Keep in mind that staff renumeration is an eligible cost for this funding offer and can be leveraged to support this project. (refer to APPENDIX A: FUNDING DETAILS – Eligible and ineligible costs).

*External project team (includes consultants)*

**Question:** Do you plan on working with consultants or other external resources on this project? [select one]

- Yes
- No

If you answered yes, please identify those external resources, or service providers and describe their role, if known in the table below. This includes contracted project managers, subject matter experts and other service providers.

[fillable table]

## Projects challenges and mitigations strategies

In this section, we'd like to understand the biggest risks and challenges you face in implementing your project and how you will manage or mitigate them.

When you fill out the table below, please identify relevant implementation risks and challenges along with the measures or strategies you will use to address them.

**Question:** Identify potential risks and challenges in executing this project. Provide your proposed mitigation strategy for each risk or challenge. Please also provide high-level information on how you will manage or mitigate them.

[fillable table]

## Part E: Engagement strategy

In this section, we are asking you to describe the engagement plan for your project. If an engagement strategy has already been created for the project, please include it as an attachment in the Supporting document(s) section.

Engagement strategies should be designed to inform and improve the climate adaptation focus of your project. Consider how your engagement will:

- Influence project decisions, priorities or actions
- Create space for influence and address barriers
- Reflect different lived experiences of climate impacts

When you fill out the table below, please describe the extent to which you have identified and engaged and/or plan to engage relevant rights holders, equity-deserving groups and stakeholders throughout the project's planning, design, execution and operations. Explain how you will build relationships with new groups, how they will be engaged over time, and the level of influence they will have, including whether and how their input will shape project decisions. Examples of equity-deserving groups include women, Newcomers to Canada, people with low income, Indigenous groups from the traditional territories the municipality is situated upon, regulators, agencies, citizens' groups, and not-for-profit organizations.

For each group identified, select the level of engagement among these five categories from IAP2's Spectrum of Public Participation:

**Inform:** The group will be/has been provided with balanced and objective information to assist them in understanding the problem, alternatives and/or solutions.

**Consult:** The group will provide/has provided feedback on analysis, alternatives and/or decisions.

**Involve:** You will work/have worked directly with the group throughout the process to ensure that their concerns and aspirations are consistently understood and considered.

**Collaborate:** You will partner/have partnered with the group in each aspect of the decision, including the development of alternatives and the identification of the preferred solution.

**Empower:** This group will have/has had final decision-making power.

Examples of inclusive engagement practices include, but are not limited to, the following:

- Identifying and addressing potential barriers to participation by equity-deserving groups (personal resources, motivation and attitude, cultural factors, past experiences of exclusion, etc.)
- Prioritizing relationship-building, especially with groups that have been historically excluded from municipal processes

- Making changes to the project based on feedback received from community engagement activities
- Using multiple, culturally appropriate methods of engagement to help reach diverse groups in the community (in-person sessions, visual tools, oral storytelling, or facilitated conversations lead by trusted community partners, etc.)
- Reviewing communication materials for improved accessibility and inclusion (e.g., written clearly in a style like plain language; translated into the languages spoken in the community with culturally relevant visuals; formatted with high-contrast colours, accessible fonts, alt text for visuals, etc.)

**IMPORTANT:** Where appropriate, GMF strongly emphasizes actively building broad public support with the community, as well as inclusive, accessible, and authentic engagement and representation of equity-deserving groups. We encourage municipalities to engage proactively with Indigenous communities to address shared concerns and ensure that Indigenous rights are respected in municipal actions and decisions.

## Inclusive engagement practices

Proposed projects that meaningfully address **Reconciliation and/or anti-racism, equity, and inclusion**, could be eligible for a **15%** cost share top-up on the grant amount.

Lead applicants must demonstrate how their proposed project will benefit equity-deserving groups identified in their community.

**Question:** Will your project include inclusive engagement with equity-deserving community members? [select one]

- Yes
- No

If yes, please describe your engagement strategy. [fillable table]

In this next question about your inclusive engagement strategy, we're asking you to describe any inclusive engagement practices that were/will be implemented for your project, or how you plan on developing these practices with stakeholders/rights holders.

**Question:** Please describe any inclusive engagement practices you have in place already. If you do not have any in place yet, please describe how you plan to develop inclusive engagement practices in your proposed project. [open text]

## Example of an inclusive engagement approach

### Level of Engagement - INVOLVE:

An applicant representing a small municipality does not currently have a formal inclusive engagement strategy. However, they acknowledge that Indigenous groups, newcomers, and low-income residents have often been excluded from past municipal processes. The applicant is committed to improving this through their proposed project.

To support more inclusive engagement, the applicant plans to co-develop their approach in partnership with regional Band Councils, the newcomer support worker at the local community centre, and staff from the community health clinic. Instead of relying solely on formal meetings, they will host a series of informal pop-up conversations in trusted community spaces, such as food banks, libraries, senior centres, and local events. These sessions will use plain-language materials and experience-sharing questions to encourage participation and create a more welcoming environment.

All engagement materials will be reviewed for accessibility and cultural relevance. The applicant has also committed to closing the loop with participants by sharing how community input informed the project. While final decisions will remain with municipal staff and Council, the engagement process is expected to shape key aspects of the project, including how priorities are identified, timelines are set, and actions are communicated.

## Stakeholder engagement

**Question:** Will your project include engagement with other stakeholder groups (ie. Local industry associations, local businesses, property owners, tenants and residents, community organizations)? [select one]

- Yes
- No

If yes, please describe your engagement strategy. [fillable table]

## Part F: Declaration and signature

In the declaration and signature section, simply type the name of the person with signing authority from the lead applicant organization (i.e., the person who will sign the grant agreement if the project is successful).

**Reminder:** Only a lead applicant with the “application contact” role can submit the full application form. This person must ensure they have permission to submit the application on behalf of their organization. Consultants working with a lead applicant to prepare this application cannot sign this declaration or submit this form.

Follow the instructions in the next part of this guide to submit your application and required documents.

# Project Workbook

Your project workbook is a critical supporting document for your funding application. It will be used for approved projects to create the funding agreement and for project monitoring. *Please be sure to carefully read and follow the instructions provided in the project workbook.*

GMF will assess applications on the merits of their project budget and workplan. Budgets should be realistic and reflect the proposed workplan. Workplans should have concrete tasks tied to established project activities. The project workbook includes the following tabs:

**Instructions:** This tab explains how to complete the project workplan and budget. Read the tab carefully and make note of the important tips to consider when filling out the remaining tabs.

**Eligible and ineligible costs:** This tab provides a breakdown of cost categories, describing elements that are considered ineligible and eligible costs. Review it carefully as it will inform the tasks you enter into Tab 3.

You can also review the full list of eligible costs in [Appendix A: Funding Details](#).

**Workplan and budget:** This tab is where you will enter your project costs based on activities and tasks. Please follow the detailed instructions provided in the project workbook.

For guidance on GMF reporting requirements to better inform your budget, please review [Appendix D: Reporting Requirements](#).

**Sources of funding:** This tab is where you will enter all funding sources for this project. Follow the detailed instructions provided in the project workbook. If possible, please include confirmation letters for all confirmed funding sources. It is not a requirement to have all funding sources confirmed prior to submitting your application, but all sources of funding must be confirmed before the disbursement if your application is approved for funding.

# SUBMITTING YOUR APPLICATION

Before submitting your application, please check the list of required supporting documents for your project type in APPENDIX B: REQUIRED SUPPORTING DOCUMENTS.

Once you have verified the information in your full application form, in your project workbook and in the required supporting documents, you can submit everything to GMF through the [FCM funding portal](#).

Ensuring that your submission is complete with all supporting documents will shorten processing time.

Make sure you have answered all the required questions in the application form and filled the project workbook.

Note: Please refer to our [attachment guidelines](#) to find out which file formats are accepted, what the limits are on file size, and what to do if your files are too large.

1. Submit your required supporting documents, your project workbook (as an Excel file) and the CAC Assessment Tool (as an Excel file) **by uploading them in the “Supporting attachments” section of the completed application form in [the FCM Funding Portal](#).**
2. After submission, a GMF project officer will review your application for accuracy and completeness. They will work with you to resolve any remaining questions.

Need help, or have suggestions to improve this guide?

Remember, don't hesitate to contact a GMF representative if you have any questions before submitting, if you are having trouble completing the application or uploading files, or if you have any questions or suggestions for us, we want to hear from you:

[1-877-417-0550](#)

[gmfinfo@fcm.ca](#)

[Book a meeting with a GMF representative](#)

# APPENDIX A: FUNDING DETAILS

We support projects through grants.

The table below presents our funding overview. Funding amounts are based on total eligible costs.

Funding details	
<b>Your project and community will determine the funding amount as described below.</b>	
The base grant cost share for this project <b>is 60%</b> . Your project could qualify for up to 100% of total eligible costs.	
GMF's cost share may be increased by addressing the following strategic priorities (each priority is a stackable incentive; an applicant that meets all four priorities will receive up to a 100% cost share on eligible costs*):	
<ul style="list-style-type: none"><li>• Based on type/size of applicants:<ul style="list-style-type: none"><li>○ +20% - Indigenous communities; Northern and remote communities; municipalities with populations below a defined small population threshold (&lt;10,000); OR</li><li>○ +10% - Municipalities with populations between 10,001 and 50,000; OR</li><li>○ +5% - Municipalities with populations between 50,001 and 100,000;</li></ul></li><li>• +15% - Meaningfully address Reconciliation and/or anti-racism, equity and inclusion;</li><li>• +5% - Involve collaboration between two or more municipal governments; local governments or organizations applying in partnership with an Indigenous community.</li></ul>	
The table below shows how population determines the maximum funding award your organization may be eligible for under Climate-Ready Plans and Processes (CRPP):	
Population size	Max grant amount
<50,000	\$70,000
50,000 – 500,000	\$105,000
>500,000	\$140,000
The grant will be disbursed once the project completion report and the associated project deliverables have been received and approved by GMF staff.	
<b>*Note:</b> Whether an applicant receives the increased cost shares for projects that meaningfully address anti-racism, equity and/or reconciliation will depend on thorough review of your application in these categories.	

## Eligible and ineligible costs

**Eligible costs** are direct costs that are approved for funding, properly and reasonably incurred, and paid by the applicant to carry out eligible activities. Eligible

costs can only be incurred from the date of application submission until the final report is submitted.

This table outlines the costs that may be partially reimbursed by LLCA for CRPP projects.

LLCA-CRPP eligible and ineligible costs		
Cost Category	Eligible Costs	Ineligible Costs
<b>Section A: Costs incurred prior to date application is received by FCM</b>		
<b>Pre-application</b>	Costs to write the CRPP application up to \$5,000 incurred up to 90 days prior to application receipt date.	All other costs incurred before the date FCM receives your application, including any stakeholder engagement or research that took place to complete the full application or project workbook.
<b>Section B: Costs incurred after date application is received by FCM</b>		
<b>Administrative</b>	Administrative costs that are directly linked to and have been incurred for the project, such as: communication costs (e.g., long-distance calls) permits or certifications required for the project printing or photocopying by outside suppliers Outsourced printing / photocopying acquisition of documents used exclusively for the project document translation	General overhead costs, including operating costs related to the general maintenance, repair and overhead costs associated with the project. Administrative costs not specifically listed as eligible costs. Office space, supplies and general overhead costs incurred in the ordinary course of business.
<b>Advertising</b>	Advertising costs essential to communicating the project to the public, as well as project evaluation, such as: Fees for advertising development Fees for media distribution Website development public surveys Design and production of communication products that meaningfully engage with rights holders and/or equity-deserving groups	Advertising costs for general education or publicity associated with ongoing or other business activity and not a specific requirement of the project Promotional items
<b>Capital expenditures</b>	Climate adaptation-related software	Purchase of equipment, or assets that could be rented or leased to achieve the outcomes of the activity, or that are above and beyond what is required for the scale and duration of the project.

	Note: FCM's contribution to this expense may not exceed 50% of FCM's total contribution to the project.	Any other capital expenditures or amortization expenses Purchase or lease of real property Software development
<b>Equipment rental</b>	Rental of tools and equipment related to the project	Rental of tools or equipment related to ongoing or other business activities
<b>Meetings and public gatherings</b>	Costs related to meetings and public gatherings held to communicate the project to the public and collect feedback, such as:  facility rental audiovisual equipment rental services to support people with specific needs, where such services contribute to the equity and inclusion objectives of the project (e.g., simultaneous interpretation, shuttle service, babysitting service, etc.) the provision of food and drinks, when it is part of a specific cultural protocol honoraria for cultural leaders, Elders, Indigenous knowledge keepers, and/or cultural keepers. (Note: these honoraria should reflect the role of Indigenous Peoples as subject matter experts) costs related to local cultural protocols (e.g., gifts, cultural ceremonies)	Any hospitality expenses, such as:  Any hospitality expenses (e.g., food and drinks unless needed for cultural protocol, alcohol, music, decorations etc.)
<b>Services</b>	Fees for professional or technical consultants and contractors, incurred in support of eligible activities	Costs for engineered studies, audit studies or studies for which grants or contributions are provided by or committed to be provided by any program of the Government of Canada Expenditures associated with regular business activities not related to the project Legal fees
<b>Staff Remuneration</b>	Daily rates actually paid by the eligible recipient to its employees (including permanent and contract employees) in Canada for time actually worked on the implementation of the project (including staff time to participate in FCM-led capacity building activities related to the eligible project). The	Regular salaries and/or benefits of applicant staff or partners including overtime pay bonuses or performance pay fringe benefits, such as sick days, maternity leave, parental leave, pension plan and any other fringe benefits not listed as eligible

	<p>daily rate per employee shall include the following costs:</p> <p>direct salaries: actual and justifiable sums paid by the eligible recipient to employees in accordance with the eligible recipient's pay scales as regular salary excluding overtime pay and bonuses</p> <p>fringe benefit, in accordance with the eligible recipient's policies, as follows:</p> <p>time-off benefits (prorated to the annual percentage of time actually worked on the implementation of the project); allowable number of days to be paid by the eligible recipient for the payable absences of statutory holidays and annual vacation</p> <p>paid benefits: actual sums paid by the eligible recipient for paid benefits (prorated to the annual percentage of time actually worked on the implementation of the project); this includes the eligible recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits</p> <p>Note: Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.</p>	<p>costs related to ongoing or other regular business activities and not specifically required for the project</p> <p>staff wages while receiving training or attending learning events</p> <p>professional membership fees or dues</p> <p>staff remuneration for which a grant or contribution is provided by or committed to be provided by FCM</p>
<p><b>Supplies and materials</b></p> <p><b>Remuneration</b></p>	<p>Supplies and materials that are specifically needed to undertake the project</p>	<p>Costs related to ongoing or other business activities that are not specifically required for the project</p>
<p><b>Transportation, shipping and courier charges</b></p>	<p>Transportation costs for delivery of materials and services essential for the Project</p>	<p>Any transportation expense related to ongoing or other business activities</p>
<p><b>Travel and accommodation</b></p>	<p>Travel and associated expenses for your staff and consultants to the extent that the travel and accommodation rates comply with Treasury Board of Canada guidelines and to the extent that such travel is necessary to complete the project, including</p>	<p>Travel and associated expenses of a partner in the Project</p> <p>Travel, accommodation and fees to attend conferences, missions, trade shows etc.</p>

	travel and accommodation costs to attend LLCA capacity-building activities organized by or on behalf of FCM	
<b>Taxes</b>	The portion of taxes for which your organization is not otherwise eligible for rebate	The portion of provincial, territorial or federal taxes for which your organization is eligible for rebate
<b>In-kind</b>	<p>N/A</p> <p>Note: Lead applicants can include costs for staff time for time actually worked on the implementation of the project and list this as "staff remuneration." See Staff Remuneration category above.</p>	Any goods and services that are received through donation or in-kind contribution.

# APPENDIX B: REQUIRED SUPPORTING DOCUMENTS

Throughout the application process, we'll be asking you to include supporting documents with important information about your organization and the details of the proposed project. Required documents will differ depending on the type of project and whether your organization is a municipal government or a partner of a municipal government.

The table below lists the documents required to apply to GMF.

Additional supporting documentation may be requested. You are also welcome to provide further evidence as it becomes available.

Field	Required supporting documents
<b>All applications</b>	<ul style="list-style-type: none"><li>Completed application form</li><li>Project workbook</li><li>Completed Climate-Ready Communities Assessment Tool</li></ul>
<b>Local governments</b>	<ul style="list-style-type: none"><li>Resolution from council, band council, or board of directors, or</li><li>Documents confirming sources of funding for total project costs, such as a letter on the local government's letterhead and signed by a designated signing authority (<a href="#">link to template</a>).</li></ul>
<b>Non-municipal applicants</b>	<ul style="list-style-type: none"><li>Municipal council resolution stating municipality's involvement in the project (must be received before funding approval if not submitted with project application)</li><li>Confirmation of organizational support from CEO or CFO</li><li>Documents confirming sources of funding for total project costs, if available at this stage (must be received before funding agreement signature if not submitted with application),</li><li>Articles of incorporation including all supporting documentation</li><li>If requested by GMF - Last 3 consecutive audited financial statements. If you don't have audited financial statements, please provide any of the following documents: review engagements, annual reports to CRA or published financial reports.</li></ul>

# APPENDIX C: EVALUATION OF APPLICATIONS

Your application will undergo an initial screening for adherence to the basic eligibility criteria.

The following are the criteria that your project will be evaluated against, including the definitions of criteria and definitions for receiving the highest possible rating.

Criteria	Criteria definition	Highest rating definition
<b>Project scope</b>	Applications will be reviewed to ensure that project scope aligns with eligibility requirements.	The proposed project is suitably matched with a climate risk assessment priority, or an action aligned with the eligible activities of Climate-Ready Plans and Processes, and the project budget meets the funding criteria.
<b>Climate-Ready Communities Assessment Tool</b>	Applications will be reviewed to determine whether the applicant has properly evaluated its readiness for climate adaptation.	The applicant has provided accurate data pertaining to its readiness for climate adaptation and the activities proposed in the project are suitable for the level of readiness and should lead to progress.
<b>Reconciliation and equity-deserving and marginalized groups benefits assessment</b>	Applications will be reviewed to determine whether the applicant has a reasonable engagement plan to identify possible benefits to equity-deserving groups and to determine how their needs will be considered in the project implementation.	The proposed project will meaningfully address Reconciliation and/or anti-racism, equity and inclusion and will assess the benefits/and or impacts on equity-deserving and marginalized communities and has provided a detailed explanation on how impacts for equity-deserving or marginalized communities will be factored into the project.
<b>Project team and partners</b>	Applications will be assessed based on the project team and its ability to properly lead a project to completion	The project team has the appropriate capability and expertise to successfully carry

Criteria	Criteria definition	Highest rating definition
	<p>and deliver the expected benefits. The assessment will also consider whether there is strong municipal staff participation and capacity building throughout the project that will enable municipal staff and, where applicable, rights holders and stakeholders, to build and retain the skills and knowledge needed to undertake and replicate the project. The project team includes the lead applicant management team as well as contractors, consultants and, where applicable, collaborators (e.g., universities, private industry, colleges or NGOs).</p>	<p>out the project, with experience managing complex projects AND there is strong municipal staff participation and capacity building throughout the project.</p>
<b>Workplan</b>	<p>Applications will be assessed on the merits of the project workplan in relation to achieving successful and meaningful outcomes. Proposals should have specific and measurable workplans with consideration for timelines, permitting processes, regulatory approvals, data collection, project monitoring and performance-verification approaches, etc. Workplans should have realistic timelines and concrete deliverables.</p>	<p>The workplan identifies all project deliverables according to an established timeline and all activities are explained in appropriate detail.</p>
<b>Budget</b>	<p>Applications will be assessed on the merits of the project budget, in relation to achieving successful and meaningful outcomes. Budgets should be realistic and reflective of the proposed workplan.</p>	<p>The budget is presented according to the workplan with a clear breakdown of amounts. The budget represents good value and additional costs are justified.</p>

# APPENDIX D: REPORTING REQUIREMENTS

If you are approved for funding, you will be required to submit project reports to GMF. The project status report is to confirm that your project is progressing as planned or to inform GMF of any unforeseen changes. Applicants will also be required to complete a final report at the conclusion of the project. The purpose of the report is to measure the impact of your project and to share your community's experience in undertaking the project with other communities seeking to address similar climate adaptation challenges and risks.

The project reports include a series of questions relating to project outcomes, the key stakeholders involved in the project, your findings and recommendations, the next steps in the project, and lessons learned from the project. Project reports typically range from five to seven pages but may be longer depending on the complexity of your project.

Before submitting your application, it is important to consider all required reporting documents for project completion and disbursement. Please ensure that your project workplan and budget includes sufficient budgetary accommodations for all final reporting needs. This includes, but is not limited to, sufficient staff time and consulting services.

If projects deviate from the approved scope of work, GMF reserves the right to reduce, amend or eliminate funding amounts.

The following reporting documents will be required:

Required reporting documents
<ul style="list-style-type: none"><li>Completion report</li><li>Project deliverables</li><li>Updated project workbook that includes:<ul style="list-style-type: none"><li>An expense claim</li><li>All confirmed sources of funding <i>Note: At disbursement, updated letters confirming sources of funding are required</i></li></ul></li><li>Request for disbursement</li></ul>

# APPENDIX E: MUNICIPAL RESOLUTION TEMPLATE

## Sample – Resolution

### Instructions

To be eligible for GMF's program funding, lead applicant must provide a resolution drafted and adopted by the lead municipality's municipal council.

Projects will not be approved for funding until a council resolution is received.

Please provide proof that the resolution was adopted by submitting one of the following:

- a formal copy of the resolution (on municipal letterhead with a seal or signature and date)
- a signed and dated copy of the minutes at which the motion was adopted by council (including the text of the resolution)
- a signed and dated copy of the text of the resolution, with confirmation from the applicant that the text is identical to that adopted by council

### Council resolution requirements

If you choose to draft your own resolution it must acknowledge that the partner organization is submitting the application in partnership with the municipality (if applicable).

### Sample council resolution text

Whereas <name of municipality> has the following interest: ....

(list the main reasons for the municipal interest in the project)

Whereas, <name of lead applicant> is undertaking <project title>

Be it resolved that <Council> acknowledges that <name of partner organization> is applying for a funding opportunity from the Federation of Canadian Municipalities' Local Leadership for Climate Adaptation initiative for <project title>, in partnership with <name of municipality>.

Or Be it resolved that <Council / band Council / Board> directs staff to apply for a funding opportunity from the Federation of Canadian Municipalities' Local Leadership for Climate Adaptation initiative for <project title>.

## APPENDIX F: GLOSSARY OF KEY TERMS

**100-year floodplain:** An area of land that is susceptible to flooding from a river or stream with a one percent chance of experiencing a flood of a certain magnitude in any given year. This designation is based on statistical analysis of historical flood data and is used by planners, engineers and policymakers to assess flood risk and to guide land use decisions and floodplain management strategies. A 100-year floodplain map may be regulatory or hydrologic.

**Climate adaptation plan:** A strategic document that helps municipalities prepare for and respond to the impacts of climate change. It outlines the steps that a municipality needs to take to reduce its vulnerability to these impacts and to take advantage of potential opportunities that may arise. This includes identifying risks and vulnerabilities, setting adaptation goals and objectives, developing and implementing actions, and monitoring and reviewing progress.

**Climate change adaptation:** Actions that reduce the negative impact of climate change, while taking advantage of potential new opportunities. It involves adjusting policies and actions for observed or expected changes in climate. Adaptation can be reactive (occurring in response to climate impacts) or anticipatory (occurring before impacts of climate change are observed). In most circumstances, anticipatory adaptations will result in lower long-term costs and be more effective than reactive adaptations.

**Climate impact:** Refers primarily to the effects of one or more hazards on natural and human systems. Impacts generally refer to effects on lives; livelihoods; health; ecosystems; economic, social and cultural assets; services (including environmental); and infrastructure due to the interaction of one or more hazard events occurring within a specific period and the vulnerability of an exposed society or system.

**Climate risk assessment:** A process of identifying and evaluating the potential effects of climate change on a municipality. This would involve identifying the risks and vulnerabilities that a municipality faces due to climate change, such as increased flooding or heatwaves, and assessing the potential impacts of these risks. This assessment would then inform the development of the municipality's adaptation plan, helping to prioritize actions and strategies to reduce vulnerability and increase resilience to climate change.

**Equity-deserving and marginalized communities:** Groups of people who, because of systemic discrimination, face barriers that prevent them from having the same access to the resources and opportunities available to other members of society, and that are necessary for them to attain just outcomes. These communities are often underrepresented in decision-making processes. This phrase can refer to:

**Indigenous peoples:** First Nations, Métis, Inuit people and communities, including urban Indigenous communities.

**Newcomers to Canada:** A self-identified group that may include people who have obtained landed immigrant status, refugee status or permanent resident status up to five years prior to a given census year.

**People who are part of LGBTQ2+ communities:** People who are lesbian, gay, bisexual, transgender, non-binary, queer, Two-Spirit and others who represent the wide spectrum of gender identities, sexual orientations and romantic orientations not explicitly named.

**People living with disabilities:** People who have a long-term or recurring physical, mental, psychiatric, intellectual or sensory impairment that, in interaction with various attitudinal and environmental barriers, hinders their full and effective participation in society on an equal basis with others. This is a self-identified status and does not require an external or formal recognition of disability.

**People with low income:** Individuals or households that earn significantly less than the median income level in their area, placing them at an economic disadvantage compared to the general population. People with low income often face barriers to accessing essential services like healthcare, education, and housing, which can perpetuate cycles of poverty and social exclusion.

**Racialized persons:** A person or group of people categorized according to ethnic or racial characteristics and subjected to discrimination on that basis.

**Religious minority groups:** A group of people who share religious characteristics differing from those of the majority or dominant population, and who often experience discrimination or exclusion.

**Rural residents:** Individuals living in areas characterized by low population density, limited infrastructure, and often significant distances from urban centers. As an equity-deserving group, these residents may face challenges such as reduced access to critical services and economic opportunities compared to their urban counterparts.

**Women:** All people who identify as women.

**Equity-informed:** An approach or strategy that considers and addresses systemic inequalities, historical injustices, and power imbalances to ensure fair and just outcomes, particularly those who have been marginalized.

**Inclusive engagement:** Inclusive community engagement entails identifying and engaging with equity-deserving groups that have an interest in the project, reducing barriers to participation, empowering diverse groups with decision-making, and building relationships and connections.

**Indigenous communities:** Indigenous communities are those for which a province or territory has passed an act or a regulation that affords them the status of a

municipality or an Indigenous community (which includes First Nations, Métis and Inuit) that is undertaking in partnership with a municipal government an eligible project, or has a shared service agreement for any purpose with a municipal government related to municipal infrastructure, climate change or adaptation.

**Indigenous Knowledge:** (Sometimes referred to as Indigenous Traditional Knowledge) reflects the unique cultures, languages, values, histories, governance and legal systems of Indigenous Peoples. It is place-based, cumulative and dynamic. Indigenous Knowledge systems involve living well with, and being in relationship with, the natural world. Indigenous Knowledge systems build upon the experiences of earlier generations, inform the practice of current generations, and evolve in the context of contemporary society. Different First Nations, Inuit and Métis communities each have distinct ways of describing their knowledge. Knowledge Holders are the only people who can truly define Indigenous Knowledge for their communities.

**Meaningful engagement:** This is an intentional process with the purpose of working in inclusive and respectful ways with all stakeholders and rights holders to shape decisions, actions, impacts or change.

**Natural infrastructure:** Naturally occurring features and systems, such as wetlands, forests, rivers and coastlines, that provide various ecosystem services to communities. Unlike traditional built infrastructure, which relies on engineered solutions, natural infrastructure utilizes the natural functions and processes of ecosystems to deliver benefits such as flood protection, water filtration, erosion control, climate regulation and habitat provision. (Note: LLCA will also accept hybrid or nature-mimicking green infrastructure under this definition if it supports local biodiversity and ecological functions.)

**Nature-positive adaptation:** Strategies and actions that not only mitigate the impacts of climate change but also enhance biodiversity, ecosystem services and natural infrastructure.

**Northern community:** The North is defined as the three territories and the northern extent of seven provinces. This includes portions of the following provinces defined by Statistics Canada codes: Newfoundland and Labrador (10), Québec (24), Ontario (35), Manitoba (46), Saskatchewan (47), Alberta (48) and British Columbia (59).

**Remote community:** Listed on the Canada Revenue Agency list of places located in prescribed zones (formerly referred to as “Northern communities.”)

**Rights holders:** In Canada, Indigenous peoples have constitutionally protected rights. This means there is a duty to consult Indigenous peoples, as rights holders, in Canada (e.g., in resource development projects).

**Rural community:** A municipality where there is no population centre above 5,000, even if the municipality as a whole has a population above 10,000.

**Stakeholders:** A stakeholder can be an individual or group concerned about a particular issue and/or who holds legal or de facto rights to manage or make decisions.

**Two-Eyed Seeing:** Learning to see from one eye with the strengths of Indigenous ways of knowing and from the other eye with the strengths of Western ways of knowing and to using both of these eyes together.



## **Town of High Level Regular Council Meeting Request for Decision**

**Meeting Date:** August 11, 2025  
**Prepared By:** Jane Dauphinee, Municipal Planning Services  
**Subject:** Policy 277-25 – Residential Development Incentive Grant Application

<b>Legal Description:</b> Lot 56, Block 30, Plan 0324786	<b>Deemed Complete:</b> August 5, 2025
<b>Civic Address:</b> 11102 106 Street	<b>Construction Estimate:</b> \$1,550,000.00
<b>LUB District:</b> R-3 (High Density Residential)	<b>Grant Amount Requested:</b> \$50,000
<b>MDP Area:</b> Residential	<b>Maximum Amount Eligible</b> \$50,000
<b>Other Statutory Plans? Y/N</b> N	<b>CAO or Council Decision:</b> Council – Grant amount exceeds \$25,000
<b>Date Received:</b> July 16, 2025	<b>If Council, Date of Council Meeting:</b> August 11, 2025

### **Recommendation:**

THAT Based on the August 5, 2025, report from the Town's Planning and Development Consultant, that Council consider approval of the proposed *Residential Development Incentive Grant* application in the amount of \$50,000.00

### **CAO Comments:**

I support the recommendation.

### **Background:**

The project involves the construction of three 16-unit apartment buildings in 3 stages in the Town of High Level. The project is designed to address the growing need for affordable, quality rental housing in the community and will, at full build-out, provide the Town a total of 48 new residential units. The development is proposed to be completed in three distinct stages to manage construction efficiency and ensure that each stage is delivered on time and within budget.

Each stage consists of the construction of a 16-unit apartment building for a total of 48 one and two-bedroom apartment-style residential housing units. The first stage was applied for, approved, and constructed in 2024. The second stage was applied for and approved in 2025. No application has been received for stage three at this time.

***It is recommended that this application be the only retroactive grant application eligible for approval under the current grant framework.***

### **Discussion:**

- The Town approved the first stage of a three-stage multi-unit residential development in 2024. The 16-unit building was constructed in 2024/25.
- Stage 2 of the development was applied for in 2025. The application was for a second 16-unit apartment building within the same title area.
- When the application was received, the Town identified significant LUB compliance issues with the original site plan—specifically related to access, parking, landscaping, and amenity area requirements, which resulted in the need to redesign the building site plan for stages 2 and 3.
- The developer made substantial revisions to the site design and layout to address these issues, resulting in delays and additional costs.
- Some of the units will be designated as affordable housing, with rents at below the average market rate for comparable properties in the area. These units will target moderate-income individuals and families, and rent will be calculated based on a fixed percentage of household income.
- Materials such as lumber, concrete, and fixtures will be sourced from local businesses wherever possible. Local contractors, tradespeople and construction workers will be hired to complete the build.
- In reviewing the proposed application, the Planning Consultant believes that the proposed grant application is consistent with the grant eligibility criteria.
- The scope of the project and anticipated project costs/expenses appear reasonable.

**REVIEW OF RESIDENTIAL DEVELOPMENT INCENTIVE POLICY 277-25  
REQUIREMENTS**

<b>Does the application comply with purpose of the policy:</b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
	Increase the supply of legal residential housing units			
	Promote housing affordability			
	Encourage the compliance of non-conforming backyard units and secondary suites			

<b>Does the application comply with the grant objectives?</b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
4.3.1	Support the construction of back yard and secondary suites			
4.3.2	Encourage the development of multi-family housing projects with a focus on affordability			
	Assist property owners in bringing non-compliant suites built prior to 2024 into compliance with applicable building and safety codes			

**PLANNING AND DEVELOPMENT REVIEW**

<b>Planning and Development Review - General Considerations</b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
7.1	Did the applicant consult with the Planning and Development Department?			
9.7	Was the application complete and legible?			
9.8	<p>Did planning and development request additional information?</p> <p>If yes, then what was requested and provided?</p> <p>Requested:</p> <ol style="list-style-type: none"> <li>1. <b>Site plan</b> for the project</li> <li>2. <b>Construction cost estimate</b></li> <li>3. <b>Conceptual drawings</b> of the building for which the grant is being requested</li> <li>4. <b>Certificate of title</b> for the property</li> <li>5. <b>Revised Page 2</b> of the application form</li> </ol>			
9.9	<p>Has a development permit been issued for the project?</p> <p>If so, what is the permit number and date of issuance?</p> <p>DP24-079 March 14, 2025</p>			
	Have all building and Safety codes permits been obtained?			

9.4	Is the applicant using locally sourced supplies and materials (where feasible)			
9.6	Are the funds to be used for new residential construction or upgrades for legal compliance that will increase housing availability in the Town?			

<b>Planning and Development Review - General Considerations</b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
4.5.1	Will the project contribute to the increase or improvement of housing in the community?			
4.5.2	Does the project align with local planning policies and housing goals?			
4.5.3	Does the development meet the criteria for affordable housing as defined by the Canada Mortgage and Housing Corporation (CMHC)?			
4.5.4	Are the estimated project costs reasonable?			
	Has a grant application for the same project been previously approved by the Town and funds allocated?			
	Will approval of the grant exceed the annual grant maximum that has been approved by Council?			
<b>Does the application qualify under:</b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
<b>Stream A- Backyard Units and Secondary Suites</b>				
<b>Stream B - Multi-Family Developments</b>				

### **Council Options:**

1. THAT Council approve the grant request in the amount of \$50,000.
2. THAT Council refuse the grant request in the amount of \$50,000.
3. THAT Council Direct Administration to take any other action deemed appropriate by Council.

### **Attachments:**

**Attachment 1 - Compliance with Stream A or B Requirements**

**Attachment 2 – Grant Application Package**

### **Approvals:**

**CAO, Viv Thoss**

**Author: Jane Dauphinee, Municipal Planning Services**

## Attachment 1 - Compliance with Stream A or B Requirements

Stream A - Backyard Units and Secondary Suites		Yes	No	N/A
5.1	<b>Category 1:</b> Is the development a new secondary suite project?			
	<ul style="list-style-type: none"> <li>• If yes, then will the suite be developed as part of a new principal dwelling construction?</li> </ul>			
	<b>Category 2:</b> Is the development an existing non-compliant secondary suite project?			
	<ul style="list-style-type: none"> <li>• If yes, has the applicant indicated that the grant will be used to bring the unit into full code compliance?</li> </ul>			
	Will or did the property owners or developers use qualified contractors who hold a valid Town of High Level Business Licence?			
	Have all required permits been obtained?			
	Is the property located within the Town of High Level?			

Stream B - Multi-Family Developments		Yes	No	N/A
6.1	Is the project a multi-family residential development?			
6.1	Did the applicant engage a qualified developer or contractor holding a valid Town of High Level Business Licence.			
6.2	How many units are in the development? Does the grant amount requested comply with the maximum grant amount that can be allocated per project (\$15,000 per eligible unit up to a maximum of \$50,000)?			
6.3	Does the development meet the CMHC definition of affordable housing? “Affordable housing means housing that costs less than 30% of a household’s before-tax income.”	Insufficient information provided to determine		

## Attachment 2 – Grant Application Package

# Residential Development Incentive

## Application Form

All materials must be clear, legible, and precise. Only applications that are complete will be accepted. This application is for a residential development incentive only, if other permits are required, you must apply for them separately.



**Address** 11102 106 ST High Level AB

**Lot** 56 **Block** 30 **Plan** 0324786

### Applicant

Same as Property Owner

Name Savage Construction Ltd.  
Address PO Box 3175  
Town/City La Crete Postal Code T0H 2H0  
Phone 780-821-3611  
E-mail bwiebe25@gmail.com  
Signature

### Property Owner

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Town/City \_\_\_\_\_ Postal Code \_\_\_\_\_  
Phone \_\_\_\_\_  
E-mail \_\_\_\_\_  
Signature \_\_\_\_\_

*Providing an email means you consent to receiving documents or communications related to this application, including, but not limited to funding decisions, acknowledgments confirming an application is complete, any notices identifying or requesting outstanding documents and information, by email.*

Signature

Date August 4, 2025

### As the Applicant, I affirm:

- I am the registered owner of the above property
- I have entered into a binding agreement to purchase the above property with the registered owner(s)
- I have permission of the registered owner(s) of the above property to make this funding application.

### Project Info

Start - End Date: March 1 2025 - December 1 2025

Project Cost: \_\_\_\_\_

#New units: 16

Project Stream: Stream A: Backyard & Secondary Suite Stream B  
 New Suite  Existing Suite (Pre-2024)  Multi-Family Development

### Project Description

This project will involve the construction of three 16-unit apartment buildings in 3 phases in the Town of High Level, designed to address the growing need for affordable, quality rental housing in the area. The development will be completed in three distinct phases to manage construction efficiency and ensure that each phase is delivered on time and within budget.

### OFFICE USE ONLY

Zoning: \_\_\_\_\_

Application #: \_\_\_\_\_

Defined Use: \_\_\_\_\_

Allowable Use:  Permitted  Discretionary

Version 2025.1

# Residential Development Incentive

## Application Form



planning@highlevel.ca  
780-926-2201

Applicants must check all necessary boxes, acknowledging that their application package contains all required information. An incomplete application may result in processing delays and/or a application refusal.

### Funding Application Package Requirements

- Site Plan
- Construction Estimate
- Conceptual Drawings (As requested)
- Certificate of Title\* (<30 days)

\*If the applicant is unable to obtain a Certificate of Title, the Town will acquire one for an additional fee of \$15.

### How will the project increase or improve housing availability in the Town of High Level?

This project will add multiple rental apartment units to the housing inventory in High Level, helping meet the growing demand for long-term rental accommodations. It addresses a current shortage in the rental market and provides an option for families, health care professionals, and or education professionals requiring quality housing.

### If the project has affordable unit(s), please elaborate on type and level of affordability.

The apartment complex will include a portion of 1 bedroom units and 2 bedroom units designated as affordable housing, with rents set below the average market rate for comparable properties in the area. These units will target moderate-income individuals and families, and rent will be calculated based on a fixed percentage of household

### Explain how your project will utilize local suppliers or trades?

We are committed to supporting the local economy by sourcing materials such as lumber, concrete, and fixtures from businesses within High Level whenever possible. Additionally, we will hire local contractors, tradespeople, and construction workers to complete the build, contributing to local employment and skill development.

### Please list all contractors for the project. Note: All contractors will need a Town of High Level Business Licence.

General Contractor: Savage Construction Ltd.  
Electrical: JaCar Electric  
Plumbing & HVAC: Crosslink Mechanical  
Concrete & Aggregate: Kneslens Sand & Gravel

### Please describe how the remainder of your project will be funded.

The project will be financed through a combination of private investment, secured financing from Vision Credit Union, and potential funding support or grants from municipal or provincial housing initiatives. A detailed financial plan and budget has been prepared to ensure the project's completion without delays.

Version 2025.1

## **16 Unit Apartment Build Estimate 2025**

- Excavation \$3,000.00
- Permits \$11,000.00
- Site Prep \$2,000.00
- COC Insurance \$10,000.00
- Waste \$7,000.00
- Electrical \$125,000.00
- Plumbing & Ventilation \$160,000.00
- Flooring Install \$33,000.00
- Concrete & Weeping Tile Rock \$45,000.00
- Concrete Flatwork \$17,000.00
- Drywall Labour \$66,000.00
- Painting Labour \$55,000.00
- Eavestroughing \$4,000.00
- Kitchen Cabinets \$165,000.00
- Roofing Labour \$7,500.00
- Finishing Labour \$36,000.00
- Cleaning At Completion \$6,000.00
- Building Materials \$455,000.00
- Sidewalks \$22,500.00
- Appliances \$50,000.00
- Heater Rental \$10,000.00
- Labour Foundation, Framing, Insulation, Siding, Concrete Prepping \$250,000.00
- Parking Lots Base Work \$10,000.00

\$1,550,000.00 Estimated Total Build Price

P A R C E L      L I N C:      S H O R T      L E G A L:  
0030111736      0324786;30;56

M U N I C I P A L I T Y: T O W N O F H I G H L E V E L

**L E G A L      D E S C R I P T I O N:**

PLAN 0324786 TR: 1409.000  
BLOCK 30  
LOT 56

EXCEPTING THEREOUT ALL MINES AND MINERALS

A R E A: 0.522 HECTARES (1.29 ACRES) MORE OR LESS  
A T S R E F E R E N C E: 5:19:110:6;SE

ESTATE: FEE SIMPLE

REF E R E N C E      T I T L E: 042 160 290

NEW REGISTERED OWNER(S)  
REGISTRATION DATE (YMD) DOCUMENT TYPE VALUE CONSIDERATION  
212 071 857 21/03/24 TRANSFER OF LAND \$160,000 \$160,000

OWNERS;

SAVAGE CONSTRUCTION LTD.

OF P.O. BOX 3175  
LA CRETE  
ALBERTA T0H 2H0

POSTED  
09/23/22

\* E N D O F S H E E T \*



## **Town of High Level Regular Council Meeting Request for Decision**

**Meeting Date: August 11, 2025**

**Prepared By:** Keir Gervais, Director of Corporate Services

**Subject: Bylaw No. 1056-25 – Apex Utilities Inc. Natural Gas  
Distribution System Franchise Agreement Renewal**

### **Recommendation:**

THAT Council give first reading to Bylaw No. 1056-25 – Apex Utilities Inc. Natural Gas Distribution System Franchise Agreement with \$50,000 included in Article 1) n) and a franchise fee percentage rate of 30% in Article 5) a).

### **CAO Comments:**

I support the recommendation.

### **Background:**

At the June 9, 2025 Regular Council meeting, Council passed the following resolution:

**THAT Council RENEW the franchise agreement with Apex Utilities Inc. (set to expire on September 30, 2025) rather than pursue the acquisition of the natural gas distribution system.**

### **Discussion:**

Attached is Bylaw No. 1056-25, authorizing the Town of High Level to enter into a renewed Natural Gas Distribution System Franchise Agreement with Apex Utilities Inc. (formally AltaGas Utilities Inc.). Information on the Town of High Level Franchise revenue for the past 10 years, up to June 30, 2025 is also included.

There are several steps required to be completed in order for the Town to enter into this new Franchise Agreement, the first of which is to give first reading to the Bylaw so it can be forwarded to the Alberta Utilities Commission (AUC) for their review.

As part of the renewal process, we are requested to complete Article 1) n), the amount for the definition of “Major Work”. This amount can range from \$50,000 and up, but Apex would contact the Town to discuss any work regardless of the amount. Administration is recommending this amount be set at \$50,000 which is the same amount that is listed in the 2014 agreement.

After the Bylaw is given first reading, it will be advertised by Apex Utilities Inc. in the local newspaper. Both Apex Utilities Inc. and the Town must record a copy or summary of all written and oral objections and concerns as well as a copy or summary of all responses provided to the objections and concerns. If no objections are received, or if objections are received and satisfied, Apex Utilities Inc. will electronically submit the application to the AUC. Once everything is in order with the AUC, they will issue an order authorizing the Franchise Agreement.

Once approval is received, the Town can provide for second and third reading of the Bylaw, which staff plan to present at the Regular meeting of Council on September 8 or 22, 2025.

### **Financial:**

Our current Franchise Fee percentage is 30% of the Companies' actual total revenue derived from the delivery tariff, including the fixed charge, base energy charge, demand charge but excluding the cost of natural gas. We are also required to include this rate, or a different percentage rate in Article 5) a) of the Franchise Agreement.

In comparison to the other municipalities Apex has agreements with, the Town of High Level has among the highest franchise fee rates (see attachment 7. – Rate Rider – Franchise Tax Riders). For 2025, the 30% franchise fee rate translates into an estimated monthly cost of \$29.51, or \$354.08 annually, to a small service general customer in High Level (see attachment 9).

The Town's 2025 Operating Budget was based on the 30% rate expected to generate \$880,556. Should we wish to change the percentage now for the future, notice is needed by Apex Utilities to accommodate advertising. The maximum the AUC has indicated they would approve is 35%.

### **Strategic Priorities:**

The above initiative supports the following strategic Goals:

- Goal 1: Vibrant Economy

### **Options:**

Option 1: Provide First Reading to Bylaw No. 1056-25.

Option 2: Amend Bylaw No. 1056-25 and provide First Reading.

Option 3: Direct Administration to take any other action deemed appropriate by Council..

### **Approvals:**



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**CAO, Viv Thoss**



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**Author: Keir Gervais**  
**Director of Corporate Services**

Reviewed for form and content and approved for submission to Council:

Financial Considerations:

Director of Finance

### **Attachments:**

1. *2025 Apex Utilities Franchise Renewal Letter High Level*
2. *Franchise Renewal Process 2025*
3. *Bylaw No. 1056-25*
4. *Bylaw No. 1056-25 – Franchise Agreement*
5. *Bylaw No. 953-15*
6. *Bylaw No. 953-15 – Franchise Agreement*
7. *Franchise Fee Revenue Information*
8. *Rate Rider A – Franchise Tax Riders*
9. *2025 Estimated Monthly and Annual Cost of 30% Franchise Fee on Small Service General Customer*

July 24, 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](mailto:businessdevelopment@apexutilities.ca).

Sincerely,



Irv Richelhoff  
Supervisor, Business Development

## **Natural Gas Distribution System Franchise Agreement - Renewal Process**

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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](mailto:irichelh@apexutilities.ca).

Sincerely,

**APEX UTILITIES INC.**



Irv Richelhoff  
Supervisor, Business Development



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**TOWN OF HIGH LEVEL  
BYLAW NO. 1056-25**

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**A BYLAW OF THE TOWN OF HIGH LEVEL IN THE PROVINCE OF ALBERTA (the "Municipality") TO AUTHORIZE THE MAYOR AND CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN AGREEMENT GRANTING APEX UTILITIES INC., (the "Company"), THE RIGHT TO PROVIDE NATURAL GAS DISTRIBUTION SERVICE WITHIN THE MUNICIPALITY.**

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

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

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

**NOW THEREFORE THE MUNICIPAL COUNCIL OF THE TOWN OF HIGH LEVEL IN THE PROVINCE OF ALBERTA DULY ASSEMBLED ENACTS AS FOLLOWS:**

1. That the Natural Gas Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A," be and the same is hereby ratified, confirmed and approved, and the Mayor and Municipal Clerk are hereby authorized to enter into the Natural Gas Distribution System Franchise Agreement for and on behalf of the Municipality, and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Municipality.
2. That the Natural Gas Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.
3. That the Council consents to the exercise by the Company within the Municipality of any of the powers given to the Company by the Water, Gas and Electric Companies Act, R.S.A. 2000 c. W-4, as amended.

4. That this Bylaw shall come into force upon the Natural Gas Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third and final reading and finally passed.

**READ A FIRST TIME** in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**READ A SECOND TIME** in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**READ A THIRD TIME** in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**SIGNED AND PASSED THIS** \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

2025

**BETWEEN:**

**Town of High Level**

---

**- AND -**  
**Apex Utilities Inc.**

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## Table of Contents

1)	Definitions and Interpretation .....	3
2)	Term .....	6
3)	Expiry of Term of Agreement .....	6
4)	Grant of Franchise .....	7
5)	Franchise Fee .....	8
6)	Core Services .....	9
7)	Provision of Extra Services .....	9
8)	Municipal Taxes .....	10
9)	Right to Terminate on Default .....	10
10)	Sale of Natural Gas Distribution System .....	10
11)	Provision of Detailed Plans and Equipment .....	10
12)	Right of First Refusal to Purchase .....	11
13)	Construction and/or Maintenance of Natural Gas Distribution System .....	12
14)	Responsibilities For Cost of Relocations .....	15
15)	Natural Gas Distribution System Expansion .....	17
16)	Increase in Municipal Boundaries .....	18
17)	Joint Use of Municipal Rights-of-Way .....	18
18)	Municipality as a Retailer .....	19
19)	Reciprocal Indemnification and Liability .....	19
20)	Assignment .....	20
21)	Notices .....	21
22)	Interruptions or Discontinuance of Delivery Service .....	22
23)	Dispute Settlement .....	23
24)	Application of Water, Gas and Electric Companies Act .....	24
25)	Force Majeure .....	24
26)	Terms and Conditions .....	24
27)	Not Exclusive Against Her Majesty .....	24
28)	Severability .....	24
29)	Amendments .....	25
30)	Waiver .....	25
31)	Confidentiality .....	25
	SCHEDULE "A" Core Services .....	26
	SCHEDULE "B" Extra Services .....	28

## **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 (1<sup>st</sup>) business day after both of the following have occurred:
    - A. the Commission has approved and acknowledged this Agreement; and
    - B. Council of the Municipality has passed third reading of the applicable adopting bylaw.
- b) This Agreement will expire on the \_\_\_\_\_ 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 (1<sup>st</sup>) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be \_\_\_\_ percent (\_\_\_\_ %).

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

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

### b) Adjustment to the Franchise Fee

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

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

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

### c) Notice to Change Franchise Fee

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

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

**d) Payment of Franchise Fee**

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

**e) Franchise Fee Cap**

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

**f) Reporting Considerations**

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

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

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

**6) Core Services**

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

**7) Provision of Extra Services**

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

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

## **8) Municipal Taxes**

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

## **9) Right to Terminate on Default**

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

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

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

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

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

### **a) Detailed Plans**

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

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

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

b) Provision of Equipment

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

## 12) Right of First Refusal to Purchase

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

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

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

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

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

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

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

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

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

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

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

b) Restoration of Municipal Property

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

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

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

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

c) Urgent Repairs and Notification to Municipality

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

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

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

f) Approvals

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

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

#### **14) Responsibilities For Cost of Relocations**

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

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

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

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

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

Where:

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

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

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

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

The Municipality is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Natural Gas Distribution System which may occur during its installation, maintenance or removal by the Company, nor is the Municipality liable to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company including claims for loss of revenue or loss of profits, on account of the actions of the Municipality, its agents or employees, working in, under, over, along, upon and across its highways and rights-of-ways or other Municipal Property other than direct loss or damage to the Company caused by the negligence or 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 45<sup>th</sup> Street  
Leduc, AB T9E 6T6  
Email: [businessdevelopment@apexutilities.ca](mailto: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 (7<sup>th</sup>) 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 (7<sup>th</sup>) 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.

Municipal Bylaw  
BYLAW NO. 953-15  
OF THE Town of High Level, ALBERTA (the "**Municipality**")  
related to the

---

**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

---

A Bylaw of the Municipality to authorize the Mayor and Chief Administrative Officer to enter into an agreement granting AltaGas Utilities Inc. (the "**Company**"), the right to provide natural gas distribution service within the Municipality.

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

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

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

NOW THEREFORE the Council of the Municipality enacts as follows:

- 1) THAT the Natural Gas Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Natural Gas Distribution System Franchise Agreement for and on behalf of the Municipality, and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Municipality.
  
- 2) THAT the Natural Gas Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.

- 3) THAT the Council consents to the exercise by the Company within the Municipality of any of the powers given to the Company by the Water, Gas and Electric Companies Act, R.S.A. 2000 c. W-4, as amended.
- 4) THAT this Bylaw shall come into force upon the Natural Gas Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third reading and finally passed.

Read a First time in Council assembled this 22nd day of June, 2015.



Mayor



Chief Administrative Officer

Read a Second time in Council assembled this 14<sup>th</sup> day of September, 2015.

Read a Third time in Council assembled and

Passed this 14<sup>th</sup> day of September, 2015.



Mayor

(SEAL)



Chief Administrative Officer

**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

2014

**BETWEEN:**

**Town of High Level**

---

**- AND -**

**AltaGas Utilities Inc.**

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## Table of Contents

1)	Definitions and Interpretation .....	.3
2)	Term .....	.6
3)	Expiry of Term of Agreement .....	.6
4)	Grant of Franchise .....	.7
5)	Franchise Fee .....	.8
6)	Core Services .....	.9
7)	Provision of Extra Services .....	.9
8)	Municipal Taxes .....	.10
9)	Right to Terminate on Default .....	.10
10)	Sale of Natural Gas Distribution System .....	.10
11)	Provision of Detailed Plans and Equipment .....	.10
12)	Right of First Refusal to Purchase .....	.11
13)	Construction and/or Maintenance of Natural Gas Distribution System .....	.12
14)	Responsibilities For Cost of Relocations .....	.15
15)	Natural Gas Distribution System Expansion .....	.17
16)	Increase in Municipal Boundaries .....	.18
17)	Joint Use of Municipal Rights-of-Way .....	.18
18)	Municipality as a Retailer .....	.19
19)	Reciprocal Indemnification and Liability .....	.19
20)	Assignment .....	.20
21)	Notices .....	.21
22)	Interruptions or Discontinuance of Delivery Service .....	.22
23)	Dispute Settlement .....	.22
24)	Application of Water, Gas and Electric Companies Act .....	.23
25)	Force Majeure .....	.23
26)	Terms and Conditions .....	.24
27)	Not Exclusive Against Her Majesty .....	.24
28)	Severability .....	.24
29)	Amendments .....	.24
30)	Waiver .....	.24
31)	Confidentiality .....	.25
	SCHEDULE "A" Core Services .....	.26
	SCHEDULE "B" Extra Services .....	.28

## **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) 1<sup>st</sup> day of October, 20 15; and
  - ii) the first (1<sup>st</sup>) business day after both of the following have occurred:
    - A. the Commission has approved and acknowledged this Agreement; and
    - B. Council of the Municipality has passed third reading of the applicable adopting bylaw.
- b) This Agreement will expire on the 30<sup>th</sup> 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 (1<sup>st</sup>) 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 1<sup>st</sup> of each year, the Company will:

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

### b) Adjustment to the Franchise Fee

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

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

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

### c) Notice to Change Franchise Fee

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

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

**d) Payment of Franchise Fee**

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

**e) Franchise Fee Cap**

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

**f) Reporting Considerations**

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

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

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

**6) Core Services**

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

**7) Provision of Extra Services**

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

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

## **8) Municipal Taxes**

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

## **9) Right to Terminate on Default**

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

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

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

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

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

### **a) Detailed Plans**

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

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

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

b) Provision of Equipment

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

## 12) Right of First Refusal to Purchase

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

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

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

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

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

- a) Municipal Approval

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

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

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

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

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

b) Restoration of Municipal Property

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

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

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

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

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

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

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

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

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

e) **Revised Plans and Specifications**

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

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

f) Approvals

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

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

#### **14) Responsibilities For Cost of Relocations**

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

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

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

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

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

Where:

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

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

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

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

The Municipality is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Natural Gas Distribution System which may occur during its installation, maintenance or removal by the Company, nor is the Municipality liable to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company including claims for loss of revenue or loss of profits, on account of the actions of the Municipality, its agents or employees, working in, under, over, along, upon and across its highways and rights-of-ways or other Municipal Property other than direct loss or damage to the Company caused by the negligence or 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 (7<sup>th</sup>) 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 (7<sup>th</sup>) 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).

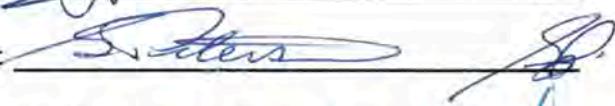
### **31) Confidentiality**

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

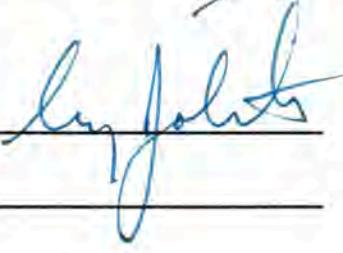
IN WITNESS WHEREOF the Parties hereto have executed these presents as of the day and year first above written.

#### **Town of High Level**

PER:  (M)

PER: 

#### **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.

### Franchise Fee Revenue

(Annual / 10-Year Total)

Year	Amount
2015	\$ 615,066.93
2016	\$ 758,062.75
2017	\$ 697,413.22
2018	\$ 747,565.67
2019	\$ 850,891.15
2020	\$ 789,947.55
2021	\$ 698,159.92
2022	\$ 769,565.93
2023	\$ 877,081.94
2024	\$ 880,629.16
2025 (June 30)	\$ 529,722.88
<b>Total to June 30, 2025</b>	<b>\$ 8,214,107.10</b>

### Municipalities Governed by Standardized Franchise Agreement

For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Gas Distribution Tariff, including without limitation the fixed charge, base energy charge, demand charge but excluding the cost of gas (being the calculated revenues from the gas cost recovery rate rider or the deemed cost of gas) in that year for Gas Distribution Service within the Municipal Area.

<b>Municipality</b>	<b>Type</b>	<b>District</b>	<b>Rate (%)</b>	<b>Decision / Order</b>	<b>Effective Date<sup>4</sup> (yyyy-mm-dd)</b>
Athabasca	Town	Athabasca	22.00	29713-D01-2024	2025-01-10
Barrhead	Town	BMW <sup>1</sup>	18.00	29713-D01-2024	2025-01-10
Beaumont	City	Leduc	28.50	29713-D01-2024	2025-01-10
Bonnyville	Town	Bonnyville	21.00	29713-D01-2024	2025-01-10
Bonnyville Beach	Summer Village	Bonnyville	0.00	29921-D01-2025	2025-03-17
Boyle	Village	Athabasca	20.00	29713-D01-2024	2025-01-10
Calmar	Town	Leduc	35.00	29713-D01-2024	2025-01-10
Crystal Springs	Summer Village	Leduc	0.00	29713-D01-2024	2025-01-10
Delia	Village	Hanna	12.00	29713-D01-2024	2025-01-10
Donaldda	Village	Stettler	17.50	29750-D01-2025	2025-01-27
Drumheller	Town	Drumheller	27.00	29733-D01-2025	2025-01-10
Elk Point	Town	St. Paul	16.00	29713-D01-2024	2025-01-10
Glendon	Village	St. Paul	4.62	29750-D01-2025	2025-01-27
Grandview	Summer Village	Leduc	0.00	29713-D01-2024	2025-01-10
Hanna	Town	Hanna	17.50	29713-D01-2024	2025-01-10
Hay Lakes	Village	Leduc	9.00	29713-D01-2024	2025-01-10
High Level	Town	High Level	30.00	29713-D01-2024	2025-01-10
Island Lake	Summer Village	Athabasca	0.00	29713-D01-2024	2025-01-10
Leduc <sup>2</sup>	City	Leduc	27.00	29713-D01-2024	2025-01-10
Leduc <sup>3</sup>	City	Leduc	35.00	29713-D01-2024	2025-01-10
Ma-Me-O Beach	Summer Village	Leduc	0.00	29713-D01-2024	2025-01-10
Mewatha Beach	Summer Village	Athabasca	6.00	30101-D01-2025	2025-07-01
Morinville	Town	BMW	19.00	29713-D01-2024	2025-01-10
Morin	Village	Drumheller	12.00	29713-D01-2024	2025-01-10
Munson	Village	Drumheller	11.00	30050-D01-2025	2025-06-01
Pelican Narrows	Summer Village	Bonnyville	0.00	29713-D01-2024	2025-01-10
Pincher Creek	Town	Pincher Creek	35.00	29713-D01-2024	2025-01-10
Poplar Bay	Summer Village	Leduc	0.00	29713-D01-2024	2025-01-10
Rochon Sands	Summer Village	Stettler	0.00	29713-D01-2024	2025-01-10
St. Paul	Town	St. Paul	27.00	29713-D01-2024	2025-01-10
Stettler	Town	Stettler	30.00	29713-D01-2024	2025-01-10
Sunset Beach	Summer Village	Athabasca	3.00	29713-D01-2024	2025-01-10
Three Hills	Town	Three Hills	9.00	29713-D01-2024	2025-01-10
Two Hills	Town	Two Hills	23.00	29912-D01-2025	2025-04-01
Waskatenau	Village	BMW	8.00	29713-D01-2024	2025-01-10
Westlock	Town	BMW	29.00	29713-D01-2024	2025-01-10
White Sands	Summer Village	Stettler	0.00	29747-D01-2025	2025-02-01

<sup>1</sup> BMW denotes Barrhead, Morinville and Westlock.

<sup>2</sup> Does not apply to service under Rates 3 or 13.

<sup>3</sup> Applies only to service under Rates 3 and 13.

<sup>4</sup> Any bill rendered after this date is subject to the corresponding rate.

**ESTIMATE of Annual and Monthly Impact of 30% Franchise Fee  
on Small Service General Customer**

	Base	TPTR	Variable	Usage in GJs	Total		Total Fee Paid
					Delivery Tarrif	Proposed Fee	
Jan-24	\$ 1.810	0.479	\$ 2.984	21	\$ 128.83	30.00%	\$ 38.65
Feb-24	\$ 1.810	0.511	\$ 2.984	18	\$ 113.59	30.00%	\$ 34.08
Mar-24	\$ 1.810	0.450	\$ 2.984	15	\$ 107.62	30.00%	\$ 32.29
Apr-24	\$ 1.810	0.888	\$ 2.984	10	\$ 93.02	30.00%	\$ 27.91
May-24	\$ 1.810	1.823	\$ 2.984	7	\$ 89.76	30.00%	\$ 26.93
Jun-24	\$ 1.810	2.979	\$ 2.984	5	\$ 84.12	30.00%	\$ 25.23
Jul-24	\$ 1.810	2.699	\$ 2.984	4	\$ 78.84	30.00%	\$ 23.65
Aug-24	\$ 1.810	1.838	\$ 2.984	4	\$ 75.40	30.00%	\$ 22.62
Sep-24	\$ 1.810	1.548	\$ 2.984	7	\$ 86.02	30.00%	\$ 25.81
Oct-24	\$ 1.810	0.996	\$ 2.984	11	\$ 99.89	30.00%	\$ 29.97
Nov-24	\$ 1.810	0.550	\$ 2.984	15	\$ 107.30	30.00%	\$ 32.19
Dec-24	\$ 1.810	0.336	\$ 2.984	18	\$ 115.87	30.00%	\$ 34.76
				135		Total	\$ 354.08
							Impact Annually
							Average Monthly \$ 29.51



Estimate	Average TPTR Estimate					
August	\$2.39	\$2.87	\$1.70	\$1.73	\$0.50	\$1.838
September	\$1.97	\$1.51	\$1.40	\$1.51	\$1.35	\$1.548
October	\$1.22	\$1.13	\$1.07	\$0.88	\$0.68	\$0.996
November	\$0.70	\$0.58	\$0.56	\$0.61	\$0.30	\$0.550
December	\$0.32	\$0.49	\$0.19	\$0.37	\$0.32	\$0.336



## **Town of High Level Regular Council Meeting Request for Decision**

**Meeting Date: August 11, 2025**

**Prepared By: Roy Amalu, Director of Finance**

**Subject: Q2 Operating Variance Report**

### **Recommendation:**

THAT Council receive the *Q2 Operating Variance Report* as information.

### **CAO Comments:**

I support the recommendation.

### **Background:**

This financial report provides Council information on the operations for Q2, 2025 for the Town. It aims to analyze the revenues and expenses for the period up to June 30<sup>th</sup>, 2025.

Appendix A is attached and shows the consolidated Revenues and Expenditures as of June 30<sup>th</sup>, 2025. The report spans multiple categories including taxes, payments in lieu of taxes, sales of goods and services, grants, and various expense classifications. It aims to help decision-makers monitor fiscal performance and identify variances that may require corrective action or adjustment during the remainder of the fiscal year.

## **Discussion:**

Under Section 243 of the *Alberta Municipal Government Act* (MGA), municipalities are mandated to adopt a budget bylaw that outlines estimated revenues and expenditures. This ensures fiscal accountability and transparency.

The report reflects compliance with Section 280 and 281 of the MGA, which require municipalities to maintain accurate financial records and allow for variance reporting. Notably:

- The variance analysis aligns with MGA's requirement to responsibly manage public funds and make informed adjustments.
- negative variances suggest areas for caution—e.g., underperforming sales of services and large shortfalls in contracted services.
- Positive variance in certain grant categories and franchise fees point to better-than-expected inflows, which may affect mid-year financial planning or amendments.

## **REVENUE COMMENTS:**

As of June 30, 2025, operating revenue totaled \$9.759 million—coming in 6.27% or approximately \$652,000 below budget expectations. The following observations provide context and explanation from Administration regarding this variance.

### **Code 100 – Taxes**

The property taxes collected for the Town are listed under code 100. The report prorates the revenue 50% as it allows for a better comparison to be made to date. Taxes are in line with expectations with budget with no concerns here.

### **Code 200 – Payment in lieu of Taxes**

As noted by the province. Payment in lieu of taxes are higher due to the province increasing grants back to historic levels. 2026 budget should be increased to account for this.

### **Code 400 – Sale of Goods and Services**

This revenue category encompasses Utility Services, pool bookings, and charges related to fire equipment and labor. As of June 30, 2025, actuals are tracking 9.15% or approximately \$201,000 below budget. Key revenue lines contributing to this shortfall include:

- Fire Equipment & Labor Charges
- Fuel Flowage Fees
- Landing Fees
- Lagoon Dumping Fees

It's important to note that invoices for fire equipment and labor charges were issued in July. This timing adjustment is expected to improve the overall revenue position by Q3.

### **Code 500 – Other Revenue from Own Sources**

This category comprises revenue from gas and electric franchise fees, building, electrical, and plumbing permits, as well as earnings from investment interest, facility rentals, and other miscellaneous sources. As of June 30, 2025, revenue performance is favorable, exceeding expectations by \$375,567 or 21.48%. Key contributors to this positive variance include:

- Penalty revenues outperforming projections
- Strong upward trend in gas franchise fee collections
- Increased income from other sources within this category

### **Code 700 – Unconditional Grants**

This category includes a single grant from Mackenzie County. The agreement has a value of \$1,000,000. As of June 30, 2025, the County had not yet been billed. However, an invoice was issued in July, and the revenue is expected to be reflected in the Q3 financial report.

### **Code 800 – Conditional Grants**

This category includes both provincial grants and the Bushe River contract. As of June 30, 2025, revenue stands at \$825,821, reflecting a positive variance of 9.79%. The Town has received the following grant funding:

- Wildland Urban Interface Grant – \$500,000
- Northern & Regional Economic Development Grant – \$290,000
- Family and Community Support Services Grant – \$80,018

### **Code 900 – Other Revenue**

This category holds transfer from Town reserves for one time and limited expenses. Generally these transfers will be completed at year end. Currently showing under budget by 100% or \$530,821. There is no concern

### **EXPENSES COMMENTS:**

#### **Other Expenses**

This category encompasses expenditures related to RCMP contracts, special programs, and Council-led initiatives. As of now, the Town has spent \$114,000 less than budgeted—representing a 43% underspend. Key costs such as the RCMP contract have not yet been incurred, and spending on Council initiatives remains minimal, with only \$1,079 used from the allocated \$40,475 budget.

#### **100 Codes – Salary & Wages**

This category covers all salary and wage-related expenses for the Town, including employer contributions, WCB premiums, and costs associated with elected officials. Wages are the Town largest expenses category encompassing 36% of the total spend of the Town. At the mid-year mark, spending is tracking \$585,000 below budget—an

underspend of 15.4%. The 2025 budget was based on a full staffing complement; however, vacancies throughout the year have contributed to the reduced expenditure.

## **200 Codes – Contracted and general services**

The 23.75% (\$558,836) variance under Contracted & General Services for Q2 2025 reflects timing differences in service contracts and project execution. Significant contracted services such as seasonal maintenance, engineering, or consulting work are scheduled for the latter half of the year, particularly in Q3 and Q4 due to weather or procurement cycles. This variance will normalize by year-end as contracts are fulfilled, and expenses are accrued.

## **500 Codes - Materials, Goods, Supplies and Utilities**

This category primarily covers supply lines and utilities such as electricity and gas. As of now, the expense group is underspent by \$422,000, representing 25.43% below budget. Key line items contributing to this variance include Electricity (\$72,000), Street and Road Materials (\$36,000), and Equipment Consumables (\$84,000).

It's typical for this category to remain below 50% of the annual budget by the end of June, as spending tends to accelerate in the latter half of the year.

## **700 Codes - Transfer payments**

This category includes all transfers to the province for the Alberta School Foundation Fund, requisitions for seniors housing lodges, and allocations to reserves or capital projects.

Currently, these transfers are under budget by just over \$1 million, or 48.68%. This variance is expected, as contributions to reserves and transfers to projects typically occur at year-end. This budget code should be within budget at year end.

## **800 Codes - Debentures and Financial Charges**

The 800 codes house debenture payments and bank & collection charges. This category is on track at this stage. However, Banking charges are trending over this stage by 24% or \$3,463.

## **Financial:**

The Town is currently reporting a net surplus of \$2.09 million prior to estimated reserve transfers. Financial performance remains strong heading into the third quarter. Upcoming reports will incorporate divisional breakdowns for greater transparency.

## **Council Options**

- THAT Council receive the *Q2 Operating Variance Report* as information.
- THAT Council refer this back to Administration.
- THAT Council direct Administration to take any other action deemed appropriate by Council.

## **Attachments:**

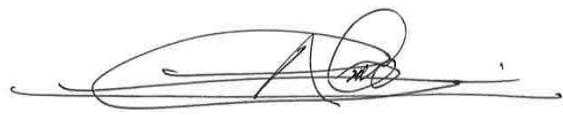
### **Appendix A - Q2 Consolidated Variance Report**

#### **Approvals:**



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**CAO Viv Thoss**



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**Author: Roy Amalu, Director of Finance**

## Appendix A – Q2 Consolidated Variance Report

	<b>Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>Variance</b>	<b>% of YTD Budget</b>
<b>Revenue</b>					
100 - Taxes	9,151,980	4,575,990	4,672,921	96,931	2.12%
200 – Payment in Lieu	141,197	70,599	100,596	29,998	42.49%
400 – Sales of Goods and Services	4,400,220	2,200,110	1,998,704	(201,406)	-9.15%
500 – Other Revenue (Own Sources)	3,497,641	1,748,820	2,124,387	375,567	21.48%
700 – Unconditional Grants	1,000,000	500,000	0	(500,000)	-100%
800 – Conditional Grants	1,571,741	785,871	862,821	76,950	9.79%
900 – Other Revenue	1,061,641	530,821	0	(530,821)	-100%
<b>Total Revenue</b>	<b>20,824,421</b>	<b>10,412,210</b>	<b>9,759,429</b>	<b>(652,781)</b>	<b>-6.27%</b>
<b>Expenses</b>					
Other Expenses	530,236	265,118	151,055	(114,063)	-43.02%
100 – Salaries & Wages	7,600,691	3,800,345	3,215,106	(585,239)	-15.40%
200 – Contracted & General Services	4,706,450	2,353,225	1,794,389	(558,836)	-23.75%
500 – Material, goods, supplies	3,325,071	1,662,535	1,239,694	(422,841)	-25.43%
700 – Transfer Payments	4,387,170	2,193,585	1,125,756	(1,067,829)	-48.68%
800 – Debenutres & Financial Charges	274,803	137,401	140,872	3,471	2.53%
<b>Total Expenses</b>	<b>20,824,420</b>	<b>10,412,210</b>	<b>7,666,873</b>	<b>(2,745,337)</b>	<b>-26.37%</b>
			2,092,556	2,092,556	

## OLD BUSINESS

## NEW BUSINESS

**CORRESPONDENCE FOR  
ACTION**

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July 30, 2025

To whom it may concern:

Subject: Support for Establishing a CFWE Radio Transmitter in your surrounding Area

We are reaching out to express our interest in expanding access to CFWE, Alberta's Indigenous Radio network by setting up a New Major Transmitter in your area. CFWE plays a vital role in sharing Indigenous language, culture, music and news that reflect the voices of our communities.

We would sincerely appreciate your support in helping to bring this service to your region. Access to CFWE would offer residents the opportunity to stay connected with cultural programming, community announcements and important news along with Radio Bingo and Alberta's Best Country Music tailored to Indigenous and rural communities in Northern Alberta. Site for the larger transmitter is still to be determined.

We believe that with your support and collaboration, we can work toward making this valuable resource available to more people. An example letter is provided on what we need drafted up for support sent back to us here at Windspeaker Media so we can forward all letters with Application to Mr. Claude Doucet, Secretary General, Canadian Radio-Television and Telecommunications Commission in Ottawa.

Please let me know if you have any further questions that I may be able to advise you on.

**Twila Turcotte**  
**Language/Promotions Coordinator**  
**Windspeaker Radio Network**

13245-146 Street NW | Edmonton, AB | T5L 4S8

103-1110 Centre Street NE | Calgary, AB | T2E 2R2

**Phone: Direct** 780.453-0944 **Toll Free:** 1-800-661-5469 Ext 512  
[twila@windspeakermedia.com](mailto:twila@windspeakermedia.com) | [www.windspeakermedia.com](http://www.windspeakermedia.com)  
[www.cfce.ca](http://www.cfce.ca) [www.cjwe.ca](http://www.cjwe.ca) [www.ravenradio.ca](http://www.ravenradio.ca) [www.rebeats.ca](http://www.rebeats.ca)



## Aya Balmores

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**From:** Racette, Monique <Monique.Racette@atco.com>  
**Sent:** July 29, 2025 12:23 PM  
**To:** Aya Balmores  
**Subject:** 2025 EPIC Donation Letter  
**Attachments:** Town of High Level 2025 EPIC Donation Letter.docx; Town of High Level 2025 EPIC Donation Letter.docx

Good day,

Please see the attached donation letter for our silent auction to raise funds for our local charity which is Northern Lights Regional Humane Society. Any donation, big or small, would be greatly appreciated.

Thank you and have a wonderful day!

**Monique Racette**

Clerk III, Customer Service & Operations  
Electricity

**P.** 780 926-4491 **F.** 780 926-8007  
**A.** 11100-93<sup>rd</sup> Street, High Level, AB Canada T0H 2Y0



[ATCO.com](http://ATCO.com) [LinkedIn](#) [Facebook](#) [Instagram](#) [X](#)

July 29, 2025

To: Town of High Level

**Re: 2025 ATCO EPIC (Employees Participating in Communities) Canada Campaign  
Request for Donation Items**

Every year, each of ATCO's divisions organize an employee-led fundraising campaign as part of the ATCO EPIC (Employees Participating in Communities) program. The program combines grassroots initiatives such as fundraising events and employee pledging. Last year, ATCO EPIC and its employees raised over \$2.5 million for hundreds of different charities. Altogether, the program supports more than 800 charitable and non-profit organizations around the world and has raised over \$59 million for charity since 2006.

The ATCO EPIC fundraising campaign offers employees the opportunity to donate to important and meaningful charities both in our own communities and around the world. ATCO doubles the impact of these donations by matching dollar-for-dollar the employee pledge contributions made to any human or animal health and wellness charity. To ensure that 100 percent of the proceeds go directly to charities, ATCO absorbs all administration fees for the program.

We would like to invite you to join us to help support our fundraising efforts this October, supporting charities surrounding the theme of **Support Where it Matters: Health, Safety, Housing**. This year I have chosen **Northern Lights Regional Humane Society (NLRHS)** as the local charity. We are looking for one or more donation items that can be included in our EPIC Campaign to be used either in our online auction or local fundraising events to garner support for Canadian charities.

We are grateful for any donation that you provide; no item or service is too small, and we are happy to pick up any donations at your convenience. If you would like to schedule a pickup, please contact the undersigned at 780-926-4491 or by email at [monique.racette@atco.com](mailto:monique.racette@atco.com). All sponsors will be highlighted during the ATCO EPIC Canada campaign, which reaches approximately 6,000 employees.

Your willingness to participate in the ATCO EPIC campaign is greatly appreciated. With your support, we will continue to make a meaningful difference in our shared communities across Canada. I look forward to hearing from you.

Yours truly,

Monique  
2025 ATCO EPIC Canada Committee

***Please note: your organization may receive donation requests from multiple ATCO divisions for their respective fundraising campaigns. You are under no obligation to donate to any, or all, of the ATCO EPIC campaigns.***

**CORRESPONDENCE FOR  
INFORMATION**

## 25th Annual Alberta CARE Conference

Please forward registrations & payment to:  
ALBERTA C.A.R.E.  
Linda McDonald, Executive Director  
5212-49 Street  
Leduc, AB T9E 7H5  
Cell: 1-780-668-6767  
Email: [executivedirector@albertacare.org](mailto:executivedirector@albertacare.org)  
Web: [www.albertacare.org](http://www.albertacare.org)

## Who Should Attend?

- Municipal Elected Officials
- Waste Management Employees
- Public Works Employees
- Landfill Operators
- Government Waste Management Agencies
- Community Recycling Associations and Non-Profit Groups
- Waste Management Businesses
- Environmental Organizations
- School Boards, Education Facilitators
- Anyone interested in Reusing, Reducing, Recycling and Recovery

## Silent Auction Going once... Going twice...

Beginning September 10th  
Ending September 11th at 8pm

## 25th Annual Alberta CARE Conference September 10th-12th 2025

### Accommodations

Westlock Inn and Conference Centre  
10411 100 Street Westlock, AB  
1-780-349-4483

Group Reservation "Alberta CARE"



All Stay Inn  
10520-100 Street, Westlock, AB  
1-780-349-4102

Group Reservation "Alberta CARE"

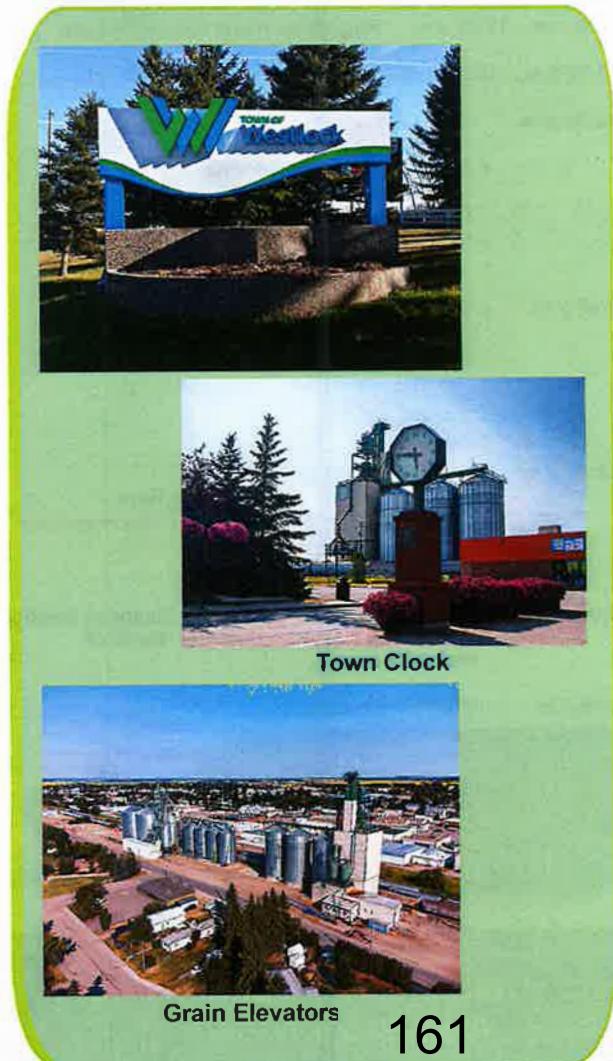


Ramada Hotel  
11311-100 Street, Westlock, AB  
1-780-349-2245

Group Reservation "Alberta CARE"

## 25th Annual Alberta CARE Conference September 10th-12th 2025

Westlock Inn and Conference Centre  
10411 100 Street Westlock, AB



# Registration Form

## ALBERTA CARE Conference 2025

September 10th - September 12th 2025  
Westlock Inn and Conference Centre, Westlock, AB  
Block of Rooms under Alberta CARE

Names: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### **NO CHARGE FOR TOURS:**

Please indicate the number attending Wednesday Tour #1 (Buses) \_\_\_\_\_

Please indicate the number attending Wednesday Tour #2 Golf (On your own) \_\_\_\_\_

Please indicate the number attending Thursday Tour #3 (Buses) \_\_\_\_\_

Please indicate the number attending Thursday Tour #4 (On your Own) \_\_\_\_\_

Please indicate the number attending Thursday Tour #5 Golf (On your own) \_\_\_\_\_

Westlock Golf Club Wednesday \$48.00 with ½ cart      Sub Total      \$ \_\_\_\_\_  
Westlock Golf Club Thursday \$60.00 with ½ cart  
Includes GST

Conference Fee: \$600.00 p.p      \$ \_\_\_\_\_

LESS 10% (if 3 or more attend)      \$ \_\_\_\_\_

GST      \$ \_\_\_\_\_

### Spouses or Guests attending meals:

Breakfast Buffet @ \$25.00 p.p.	\$ _____
Luncheon @ 30.00 p.p.	\$ _____
Buffet @ 60.00 p.p.	\$ _____

TOTAL      \$ \_\_\_\_\_

**MAIL PAYMENT TO:** Alberta CARE, 5212 49 Street, Leduc, Alberta T9E 7H5  
**EMAIL:** executivedirector@albertacare.org

Please indicate any food allergies: \_\_\_\_\_

## Viv Thoss

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**From:** Tyler Gandom <president@abmunis.ca>  
**Sent:** Monday, July 21, 2025 12:32 PM  
**To:** Viv Thoss  
**Subject:** ABmunis updated recommendations on recall rules  
**Attachments:** ABmunis Recommendations on Recall of a Municipal Elected Official 20250630.pdf

Dear Mayors, Councillors, and CAOs:

We are pleased to share Alberta Municipalities updated recommendations on how the province can improve the rules for recall of a municipal elected official (attached). We had shared our initial recommendations with you in early June but after speaking with members at our Summer Municipal Leaders' Caucus last month, ABmunis' Board has expanded our recommendations. Many municipalities have not experienced a recall petition so we are sharing this information to help your council respond to Municipal Affairs' online survey that was sent out to municipalities on July 18, 2025.

### What has ABmunis added to its recommendations?

1. Change the signature threshold for a recall petition to be 40% of eligible voters (except for summer villages).
2. If the number of required signatures is greater than 15,000 then allow 90 days for the organizer to collect signatures. Otherwise, maintain the time period at 60 days.
3. Municipal governments should have zero involvement in the management of a recall petition due to the power structure between council and municipal staff and the related challenges with public perception. All aspects of a recall petition should be managed by an independent body similar to how the Chief Electoral Officer manages all aspects of recall of MLAs.
4. Require the petition organizer to provide a written statement on the reasons for recall and allow the elected official to provide a statement in response that is printed on the petition form.
5. Require petition canvassers to register and follow a code of conduct guideline (same as MLA recall).
6. Create a regulatory framework for advertising, fundraising, and financial disclosures.
7. Create a regulatory framework that prevents local political parties, slates, candidates, and third-party advertisers from launching a recall petition or fundraising from a recall petition.

ABmunis has sent a total of 16 recommendations to Municipal Affairs. The complete list is included in our attached report. Many of our recommendations are designed to create greater consistency between the rules for recalling a municipal official and recall of an MLA.

We encourage you to review our recommendations and complete the province's survey to inform their next steps on recall rules. Thank you to all members that have provided input to us through various meetings throughout the last year.

Any questions about our recommendations can be sent to our Advocacy team at [advocacy@abmunis.ca](mailto:advocacy@abmunis.ca).

**Tyler Gandom | President**

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E: [president@abmunis.ca](mailto:president@abmunis.ca)  
300-8616 51 Ave Edmonton, AB T6E 6E6  
Toll Free: 310-MUNI | 877-421-6644 | [www.abmunis.ca](http://www.abmunis.ca)

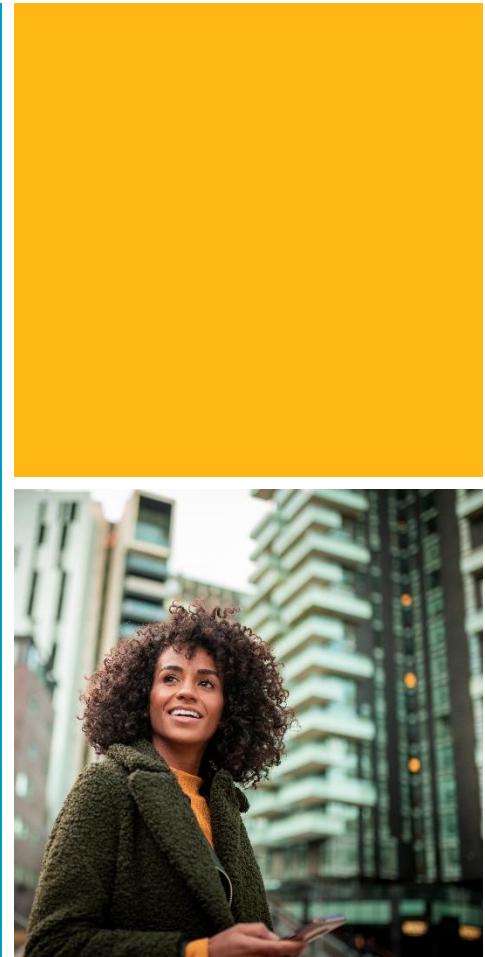


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*We respectfully acknowledge that we live, work, and play on the traditional and ancestral territories of many Indigenous, First Nations, Métis, and Inuit peoples.*

*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.*

# Recommendations on Recall of a Municipal Elected Official



Submitted to Alberta Municipal Affairs

June 30, 2025

## Table of Contents

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Executive Summary .....	3
Background.....	4
1. Alignment with the Recall Act.....	5
2. Threshold of Signatures Required .....	5
Acclamations.....	6
Tiered Threshold .....	7
3. Process to Recall a Municipal Elected Official .....	7
Financial incentives or gifts to sign a petition .....	8
Advertising for a recall petition .....	8
Fundraising for a recall petition .....	8
Use of personal information for purposes other than the recall petition .....	9
Timelines.....	10
Failure to submit a petition as required.....	11
Potential for requiring grounds for rationale for recall.....	12
4. Other Recommendations .....	13

# Executive Summary

In May 2025, Alberta Municipal Affairs began engagements on potential improvements to the rules for recall of a municipal elected official as prescribed in the *Municipal Government Act* (MGA). This report represents Alberta Municipalities' recommendations to Municipal Affairs based on the input we have collected from our member municipalities since the inception of recall in 2023. Our recommendations are based on the premise that recall represents the undoing of a democratic election. Therefore, the framework and processes for a municipal recall petition should be structured to provide the same standard of trust and transparency for the public.

## Recommendations to Improve Municipal Recall

Alignment with the Recall Act

Transparency and Trust in the System		Alignment with the Recall Act
1. Appoint the Minister of Municipal Affairs, a municipal ethics commissioner, or other independent body to manage all activities related to municipal recall petitions. The municipal government and municipal staff should have zero involvement in the management of a recall petition due to the perception and power structure between municipal elected officials and municipal government staff.		✓ (Elections Alberta)
2. Require the petition application and petition form to include a written statement by the organizer explaining why the municipal elected official should be recalled.		✓
3. Require the petition form to include a written statement by the targeted elected official, if provided by the official within the prescribed time period.		✓
4. Require the independent body to vet the rationale for a recall petition to ensure it meets a test of reasonability before approving the petition application. This provides an opportunity to clarify information and a possible resolution prior to a full recall petition process.		No
5. Require the petition organizer to submit the petition at the end of the petition period regardless of how many signatures are collected.		✓
6. Require petition canvassers to register and follow a code of conduct guideline.		✓
7. Prescribe penalties if recall rules are not followed.		✓
Threshold of Signatures Required		
8. Change the threshold for a successful recall petition to be based on signatures from 40 per cent of eligible voters (except for summer villages).		No
Process for Municipal Recall Petitions		
9. Change the eligible period to launch a recall petition to open one year after election and close the eligible period one year prior to the general municipal election.		✓
10. Maintain the current requirement that signatures must be collected within 60 days for all municipal recall petitions. Or set the default to 60 days and increase to 90 days only when a recall petition requires more than 15,000 signatures.		Partial
11. Require the petition organizer to remove a signature if requested by the signatory.		No
Finances Related to Municipal Recall Petitions		
12. Create rules to prevent the offering of gifts and financial incentives to petition signatories.		✓
13. Create rules for advertising, fundraising, and an expense limit for municipal recall petitions. The rules should apply to petition organizers and the targeted elected official.		✓
14. Create a regulatory framework that prevents local political parties, slates, candidates, and third-party advertisers from launching a recall petition or fundraising from a recall petition.		
15. Create rules for petition organizers to disclose finances related to a recall petition.		✓
16. Create rules that prescribe what a petition organizer must do with any surplus funds after a recall petition has been submitted.		✓

# Background

This report represents Alberta Municipalities (ABmunis) response to Municipal Affairs' May 2025 discussion guide questions on potential improvements to the *Municipal Government Act* relating to the recall of a municipal elected official. ABmunis prepared for this engagement by:

- Meeting with administrators from most municipalities that have managed a recall petition.
- Conducted a comprehensive workshop with ABmunis' Municipal Governance Committee in February 2025.
- Collected input from municipalities during ABmunis' Summer 2025 Municipal Leaders' Caucus.

## Comparison of Recall of MLAs versus Municipal Officials

In May 2025, the Government of Alberta amended the *Recall Act* to update the rules for recall of an MLA. The following table summarizes some of the differences in rules for recall of an MLA versus the recall of a municipal elected official.

	Recall of an MLA	Recall of a Municipal Elected Official
Recall Period – Start	12 months after being elected.	18 months after an election.
Recall Period – End	12 months prior to a general election.	January 1 of a general election year.
Signature Collection Timeframe	90 days	60 days
Recall Threshold	60 per cent of the total number of electors who voted in the electoral district in the most recent election	40 per cent of the population of a municipality or ward.  For summer villages, it is 50 per cent of the number of residences.
Reasons for recall stated on the petition	Up to 100 words	Not required
Response from the targeted official stated on the petition	Up to 100 words  MLA has 7 days to provide a response.	Not required
Petition verification timelines	Determine if requirements have been met within seven days.  Verify within 21 days whether a recall is authorized.  Report the recall petition results within seven days of completing the verification.	45 days after the date on which a recall petition is filed, determine whether the recall petition is sufficient.
Outcome if the petition is successful	Residents of the division will vote on whether to recall the MLA.  The vote must be held within six months from the date on which the successful petition results are published.  If the vote is successful, then a by-election must be held.	Elected official is immediately removed from office.  The municipality must hold a by-election in accordance with section 162 or 163 of the MGA as applicable.  The recalled official may run in the by-election.
Fundraising	An individual in the division may contribute up to \$4,000.	No provisions.
Expense limit	A petitioner organizer may spend up to \$23,000 on a recall petition.	No provisions.

# 1. Alignment with the Recall Act

The Recall Act provides a much more comprehensive set of rules for how recall petitions should be conducted for MLAs compared to the provisions in the *Municipal Government Act* for municipal elected officials. In many cases, there is merit for municipal recall rules to be aligned with the Recall Act; however, there are some areas where recall rules need to differ for municipalities because of the differences in:

- The number of people in electoral divisions (small and large communities).
- Municipal governments have financial and human resource capacity challenges to run by-elections.
- The frequency that municipal officials are acclaimed to office.

## Areas where MLA and municipal recall rules should be aligned

- An independent body oversees the recall process.
- The reasons for recall must be stated on the petition form in less than 100 words.
- The targeted official's response to those reasons must be stated on the petition in less than 100 words.
- The period for when a recall petition may be launched.
- Rules for advertising, fundraising, and expense limits for a petition.
- Rules for petition canvassers.
- Rules for collection and use of personal information collected on a petition.
- Penalties for violating the rules.

## Areas where municipal recall rules should differ for municipal governments

- Threshold used to determine the number of signatures required for a successful recall petition.
- Timeframe to collect the required number of signatures.

# 2. Threshold of Signatures Required

## Background

Section 240.5 (a) of the MGA establishes that a recall petition must be signed by eligible voters representing at least 40 per cent of the municipality or ward's population for municipalities other than summer villages.

### 2.1. Should the threshold to recall a councillor be lower, higher, or the same as the current threshold? Why?

#### A recall petition represents the undoing of a democratic election.

Alberta's municipal elections are run in a manner where people have sufficient time to:

- research the issues and the candidates, and
- vote in privacy without the threat of undue influence.

However, when petition organizers approach voters at their home or at events, there are opportunities for residents to feel unsafe or pressured to sign the petition in the moment without sufficient knowledge or consideration of the matter.

Therefore, to undo the results of an election, the Government of Alberta should ensure that the signature threshold continues to be a high bar to meet, regardless of the metric that is used. Particularly since a municipal recall petition results in the immediate removal from office.

We also note a successful recall petition also creates a significant expense for the municipality in the form of a by-election. It requires indirect costs in the form of a reallocation of staff time from other priorities, training of the returning officer (if necessary), and direct costs to run the election.

## Recommendations on Recall of a Municipal Elected Official

### Outcome of Past Recall Petitions

We note that some recall proponents suggest that the reason all but one of the recall petitions have failed is because the signature threshold is too high. However, the Government of Alberta should consider the reasons that each petition was brought forward. It's possible that those petitions failed, not because of the high threshold, but because the public saw insufficient justification on why that elected official should be removed from office. In addition, organizers of failed petitions have not been transparent about the number of signatures they received, so it's impossible to gauge the impact that a reduced, but still reasonable threshold would have had in those petitions.

#### 2.2. What population should the recall threshold percentage be based on?

- a) Percentage of people that voted in the last general election.
- b) Percentage of eligible voters in the municipality or ward.
- c) Percentage of population.

ABmunis recommends that the signature threshold metric be changed to option B, percentage of eligible voters in the municipality or ward. This recommendation is based on our concerns with options A and C.

#### Concern with Option A: Percentage of people that voted in the last general election

- Just because a person didn't vote in the last election doesn't mean they aren't eligible or motivated to sign a petition.
- Voter turnout can be lower in elections when there is no contest for the mayor's seat, thereby artificially lowering the threshold for that term.
- If council is acclaimed, there is no voting data available and using voter turnout numbers from prior elections may be problematic if the council or the elected official has been acclaimed for several elections and the population of the municipality has changed since then.

#### Concern with Option C: Percentage of population (current system)

- Potentially unfair threshold to meet if the community has a high number of ineligible voters (e.g. children and permanent residents without citizenship).

Our recommendation is based on the assumption that the recall threshold for summer villages will remain unchanged using the number of residences.

#### 2.3. Based on your answer to 2.2, what should the percentage be?

40 per cent of eligible voters.

## Acclamations

In 2013, 37 per cent of candidates ran uncontested and were acclaimed.

In 2017, 28 per cent of candidates ran uncontested and were acclaimed.

In 2021, 26 per cent of candidates ran uncontested and were acclaimed.

#### 2.4. In the event of an uncontested election where the candidate is acclaimed, what population should be considered? Note: option 2.2a would not be applicable.

This problem is overcome if the threshold is based on a percentage of eligible voters.

## Tiered Threshold

2.5. In the large municipalities there are significant logistical challenges with collecting the volume of signatures required within the petition timeframe. Should there be a tiered threshold for municipalities over a specific population size? Why, or why not?

No, a recall petition represents the undoing of an election so the threshold should be the same regardless of the size of the municipality. However, refer to question 3.10 regarding our recommendation for a tiered approach for the time available to collect signatures.

2.6. If tiers of thresholds were considered based on population size, what population level should be considered for tiers?

No comment.

## 3. Process to Recall a Municipal Elected Official

Stakeholders have expressed concerns with the current process to recall a municipal elected official related to:

- ability to use financial incentives to sign a petition;
- advertising rules;
- fundraising;
- protection of personal information;
- failure for petition organizers to submit a recall petition;
- timelines;
- requirements for recall petition information to be completed on each page of the petition; and
- potential requirement for a rationale for recall.

Section 240.95 of the MGA allows the Lieutenant Governor in Council to make regulations modifying provisions of the LAEA and its regulations for the purposes of a recall petition. There are currently no regulations in place.

3.1. Did your municipality develop/implement any internal policies/procedures to support the recall petition validation process?

Recall is a provincial initiative whereby the sufficiency of a petition is determined by the Minister of Municipal Affairs. Therefore, the Government of Alberta should be responsible for all policies, procedures, and end-to-end operations of all recall petition issues.

Residents who are motivated to recall a municipal elected official may perceive that the CAO and municipal administration are not independent of council and will take all orders from the elected official who is the target of a recall petition. This creates an environment for distrust in the system.

For example, the current municipal recall system is structured in a manner that is equivalent to requiring a deputy minister and staff to manage the recall petition of the minister of their department. This context is not present in the provincial recall system because Elections Alberta ensures that there is a separation of powers, but that is not present in the municipal system.

## Recommendations on Recall of a Municipal Elected Official

### Recommend Independent Body to Manage all Recall Activities

To build trust in government systems, a municipality should have zero involvement in the management of a recall petition. It should be the responsibility of Municipal Affairs, a municipal ethics commissioner, or other appointed body to manage the operations of recall including:

- Prescribe all policies and procedures for recall petitions.
- Provide the template forms and guide to be used by petition organizers.
- Manage all questions and operational matters in the lead up to a recall petition being considered and approved.
- Determine the number of signatures required.
- Oversee all activities during a recall petition.
- Collect the petition and verify if the petition is successful.
- Manage all communications with the petition organizer and to the community.

The municipality's only role should be to direct residents to the independent body that manages recall petitions.

## Financial incentives or gifts to sign a petition

Municipal Affairs has been directed to ensure that financial incentives or gifts to sign a councillor recall petition are prohibited.

As a reference, Section 55(1)(c) of the *Recall Act*, which applies to MLAs only, establishes recall petition offences, including when a person in any manner exerts undue influence on an individual in respect of the signing of a recall petition. Section 63(1) of the *Recall Act* outlines that a person who contravenes any of the provisions of the Act is guilty of an offence and liable to: (a) in the case of an individual, a fine not to exceed \$10,000, or (b) in the case of a corporation, unincorporated organization or association, a fine not to exceed \$100,000.

### 3.2. What mechanisms should be in place to prohibit financial incentives or gifts?

The provisions in the *Recall Act* should also apply to municipal recall petitions and the Government of Alberta's guide should provide examples of activities that would be considered "undue influence".

## Advertising for a recall petition

### 3.3. Should there be rules established around advertising recall petitions? If 'yes', what should be included?

Yes, but ABmunis does not have any specific recommendations and would need additional time to understand what advertising rules apply for recall of an MLA.

## Fundraising for a recall petition

### 3.4. Should fundraising be permitted during a recall petition?

Yes, but there should be a maximum expense limit and any surplus funds must be returned to the contributor or transferred to a charity.

#### Fundraising by the Petition Organizer and Prevention of Campaigning

ABmunis is concerned about how fundraising for a recall petition could be intertwined with fundraising for an election campaign, particularly since candidates, local political parties, and third-party advertisers can fundraise and spend money in non-election years. Allowing fundraising for a

## Recommendations on Recall of a Municipal Elected Official

recall petition creates an opportunity for a local political party, slate, or candidate to collaborate with an individual to launch a recall petition with the alternative motive of using the recall petition to raise funds and indirectly use those funds in ways that will support their own election or issues campaign.

To overcome this, the Government of Alberta will need to prescribe a detailed regulatory framework to prevent the use of recall petitions as a fundraising and campaign strategy.

### Fundraising by the Targeted Elected Official

In addition, the elected official who is the target of the petition may be motivated to fundraise to conduct their own campaign to counter or respond to the information being shared by petition organizers. Therefore, fundraising rules should be clear for both parties.

#### 3.5. If fundraising is permitted, should there be rules established around fundraising for recall petitions? If 'yes', what should be included?

- Clear rules to prevent funds from a recall petition being used for any other purpose (e.g. future election campaign, or issues campaign).
- Prescribe a maximum amount that a petition organizer may spend on a recall petition. (e.g. the *Recall Act* limits expenses on a recall petition to \$23,000). Since municipalities are different sizes, the expense limit should be set on a per capita basis.
- Requirement to submit a financial report to the authority that oversees recall.
- Donations may only be accepted from individuals that are eligible to sign the petition.
- Prescribe what the petition organizer must do with any surplus funds remaining after the recall petition has been submitted. For example, the funds must be returned to the contributor(s) or gifted to a registered charity.

## Use of personal information for purposes other than the recall petition

Section 226.2(1) (a) and (b) of the MGA establishes that personal information contained in a petition must not be disclosed to anyone except the CAO or their delegate(s) and must not be used for any purpose other than validating the petition. Section 240.2(1)(4) of the MGA states that personal information gathered in a petition must not be disclosed, except to the Minister, the CAO or their delegate(s), as necessary for administration or enforcement of the process, or for judicial review.

#### 3.6. Should penalties be established for misuse and/or unauthorized sharing of personal data collected during the recall process?

Yes. The current system provides an opportunity for petition organizers to use a recall petition to discredit a mayor/councillor to build support for a future election campaign and as such, there may be motivations to use a recall petition to collect personal information of voters for the purposes of future campaigning.

The MGA should prescribe the penalties that apply towards the petition organizer or persons found guilty of the offence. The legislation should be clear that the Minister, not the municipality, is responsible for imposing the penalty.

#### 3.7. What security measures should be mandated for storing personal data collected for recall petitions?

We recommend consulting with data security experts.

## Recommendations on Recall of a Municipal Elected Official

3.8. Should there be a reporting mechanism for individuals who suspect their data has been misused? If yes, who should oversee this investigation?

Similar to our previous recommendations, investigations should be managed by the appointed body (e.g. Minister, municipal ethics commissioner, other independent body) outside of the municipality.

## Timelines

Bill 54 received Royal Assent on May 15, 2025, and upon proclamation will amend the provincial *Recall Act* for Members of the Legislative Assembly (MLAs). The proposed changes will allow that recall petitions can only begin 12 months after an MLA is elected and may not be issued 12 months before a set date general election. Bill 54 also proposed to extend the recall petition signature collection timeline to 90 days.

3.9. Should the timeline to submit a recall petition be amended to align with the changes to the *Recall Act* under Bill 54?

Yes, ABmunis is supportive of reducing the wait period from 18 months to 12 months after the election for when a recall petition may be launched. It is also reasonable to change the closing period of municipal recall petitions to be consistent with the *Recall Act*, as it would only reduce the eligible recall window by three months.

3.10. Should the recall petition signature collection timeline be extended to 90 days to align with the proposed changes to the *Recall Act* under Bill 54?

### Strain on Municipal Government Resources & Progress

Past recall petitions have shown that the time period that a recall petition is open presents a significant strain on municipal administrative resources. For example, it demands time for staff to:

- Respond to media.
- Respond to questions and complaints from residents who have been approached by petition canvassers.
- Answer questions from the petition organizer.
- General management of the issue amongst other operational priorities.

While having an outside body manage a recall petition would mitigate some of the administrative burden, the municipality would likely still need to field questions from the public and media.

A recall petition can also cause the council to feel that they must delay decisions on important matters until the recall petition is resolved. This results in delays in government decision-making which can have adverse effects on the future of the community.

### Strain on Mental Health

The time period that a recall petition is open also places a significant burden on the mental health of the targeted elected official as well as the staff involved, particularly when the petition is unjustified or based on misinformation.

At least one municipality who managed a recall petition noted that the recall petition and resulting conversation in the community impacted staff morale resulting in some staff resigning, which created a further challenge for the municipality.

### Recommendation

Therefore, ABmunis recommends maintaining the petition period at 60 days to limit the costs and impact on the municipality and community; however, if the Minister determines that 60 days is an

## Recommendations on Recall of a Municipal Elected Official

insufficient period to collect the required number of signatures in a large municipality, then the legislation should be drafted to:

- set the default time period to 60 days, and
- increase to 90 days when a recall petition requires more than 15,000 signatures.

## Failure to submit a petition as required

Section 240.9 of the MGA establishes that if a recall petition is insufficient or if no recall petition is submitted to the Minister before the end of the recall petition signature period, the Minister must declare the recall petition is insufficient, provide the declaration, and direct the CAO to publish the declaration of insufficiency on the municipality's website no later than seven days after the declaration is provided.

### 3.11. Should Section 240.9 of the MGA be modified to ensure all recall petitions are submitted, even in cases of insufficient signatures?

Yes, requiring the petition to be submitted is important for several reasons:

- Transparency of information for the media and community to verify the number of signatures the petition received versus relying on a statement by the organizer where there is potential for misinformation.
- Gives confidence to the signatories that their personal information was not collected for alternative motives.
- Provides an opportunity to repair the reputation of the elected official if the number of signatures is low.

Municipalities have reported that petition organizers have not submitted the petition because of concerns that the council or administration will then see the names of signatories and seek retribution. This has a notable context in small communities where most people are known to one another and may impact personal relationships and businesses. This demonstrates the value in removing the municipality from any process associated with a recall petition and require the petition to be submitted directly to the Minister or municipal ethics commissioner where the use and reporting of information will be seen as independent and unbiased.

### 3.12. Should there be consequences if a petitioner fails to submit a recall petition, even in cases of insufficient signatures? If yes, what kind of legal and/or financial consequences should be in place?

Yes, there should be a financial penalty similar to other offences in the MGA. The Minister or appointed body responsible for managing recall should be responsible for issuing and enforcing the penalty.

### 3.13. Should there be guidelines and training on the process for filing a recall petition and the roles and responsibilities of the petitioners, the CAO, and the ministry of Municipal Affairs in a recall petition process? If yes, what types of guidelines or training would be beneficial?

ABmunis is recommending that the municipality have no role in the management of a recall petition so that it is seen as independent. Therefore, municipalities would require no training other than knowing where to direct residents who are interested in launching a recall petition.

### Potential for requiring grounds for rationale for recall

Section 2(2)(c) of the *Recall Act* for MLAs establishes that the notice of the recall petition must include a statement not exceeding 100 words, and set out why, in the opinion of the applicant, the elected official should be recalled. The targeted MLA then has the option to provide a written response of no more than 100 words. Both statements must be printed on the petition.

#### 3.14. Should a rationale statement be a requirement to submit a councillor recall petition? Why or why not?

Yes, the rules should mirror the *Recall Act* whereby both the petition organizer and the elected official provide a statement that is printed on each page of the petition. This provides transparency of information for residents when considering whether to support the petition.

It also provides an opportunity for the targeted official to correct misinformation.

#### 3.15. Should there be criteria to determine whether the rationale for a recall petition is valid (i.e., legal violation, ethical misconduct, policy failures)? If yes, why should criteria be added?

Yes, the Minister or appointed independent body should be responsible to vet the rationale for each petition application and rule on whether the recall petition can proceed. This process would enable an opportunity to:

- Educate the petition organizer to overcome any potential confusion or misinformation on a matter before the organizer launches a petition.
- Offer an informal resolution process for frivolous matters prior to going through a recall petition process.

This will save time and money for all involved.

#### Prevention of Unjustified Recall Petitions

There should be guardrails that prevent a resident from launching a recall petition for unjustified and spurious reasons or due to a lack of understanding of how municipal government operates.

Examples of unjustified recall petitions may include:

- Decisions of a previous council.
- A petition that targets the mayor or a minority group of council members instead of all councillors that voted in favour of a decision that is the cause for concern by the petitioner.
- Differing political views.
- Personal grudge towards a member(s) of council.

#### Justified Recall Petitions

The MGA should define the criteria for which a recall petition may be launched. Suggestions include:

- Found to be in contravention of the *Municipal Government Act* or *Local Authorities Election Act*.
- Found guilty of fraud, assault, or other criminal offence that is unjust of the office.
- Ethical misconduct as determined by an independent ethics commissioner or panel.
- Inadequate performance (missing multiple board or committee meetings).

## 4. Other Recommendations

### 4.1. Do you have any other suggestions related to recall thresholds or processes?

#### **Code of Conduct for Petition Canvassers**

There should be a requirement for canvassers to understand the rules by which they can operate to collect signatures from residents. For example, the *Recall Act* prescribes that every petition canvasser must register as a canvasser and read and sign a code of conduct guideline and they are liable for a fine of up to \$10,000 for violating the rules.

#### **Removal of a Signature from a Petition**

The MGA should define that the petition organizer must remove a person's signature if requested by the signatory. Currently, the MGA only prescribes how a signatory can request removal from a petition after the petition has been submitted.

#### **Responsibility for Enforcement**

The MGA includes many provisions related to fines for people who are guilty of an offence under the MGA but it is not always clear whether it is the Minister's responsibility or the municipality's responsibility to enforce those fines. Any amendments to prescribe fines and offences should also prescribe who is responsible to enforce those fines.

#### **Consequences for Violating the Rules**

A recall petition carries significant importance as it represents the undoing of a democratic election. Therefore, there should be significant consequences when rules are not followed including fines and potential imprisonment. However, fines may not always serve as an effective deterrent and there should be consideration of what rules are important enough that if violated it would result in a recall petition being declared null and void. For example, the collection of signatures by persons that are not approved canvassers should void the petition.

#### **Resources to Manage a Recall Petition**

ABmunis shares the following information to create awareness of the time invested by a municipality when managing a recall petition:

- Clerks/CAO communicate with the applicant about requirements.
- Clerks/CAO communicate with the petition organizer to answer questions about the interpretation of recall rules and any concerns with activities related to the petition.
- Communications staff/CAO manage inquiries by the media.
- Front line staff/CAO manage inquiries by residents about the issues.
- Front line staff/CAO manage complaints from residents about activities by petition canvassers, if necessary.
- Senior management's time invested to adjust schedules for other project work due to the recall petition work.
- If staff need to be hired to verify the petition signatures, then human resources and management need to invest time to write a job description, advertise, interview, hire, and conduct orientation and training for the new staff.



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**Connect**

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[abmunis.ca](http://abmunis.ca)



Royal Canadian Mounted Police



Commanding Officer  
Alberta

Gendarmerie royale du Canada

Commandant  
de l'Alberta

June 25, 2025

Her Worship Crystal McAteer  
Town of High Level  
10511 - 103 Street,  
High Level, AB T0H 1Z0



Dear Mayor Crystal McAteer:

I'm writing to introduce myself as the new Commanding Officer of the Alberta Royal Canadian Mounted Police (RCMP). It is an incredible honour to step into this role and lead a police service with such an extensive history of service to the communities and citizens of Alberta.

People are at the heart of everything we do. That includes the dedicated employees on the front lines and behind the scenes, the citizens we serve, and the communities and governments we proudly partner with. None of our work is possible without the commitment, support and collaboration of people.

With 37 years of policing experience - much of it in Alberta - I have seen firsthand how people working together can shape strong communities. I have witnessed the remarkable impact that this committed partnership can have, not only during moments of crisis, but in the everyday interactions that build trust and strengthen public confidence.

Trust is not something that is given; it is earned, day in and day out. My leadership is grounded in public trust, transparency, accountability, and meaningful results. These principles will guide how we serve you and the citizens you represent. I firmly believe that our success is rooted in the strength of our relationships with the communities we serve and the partners we stand beside. That is why I am committed to fostering strong, open, and meaningful connections with you, listening actively, and ensuring our work reflects the needs and values of your community.

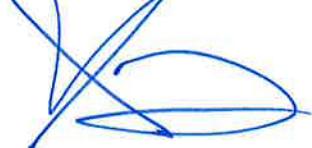
While I am proud of the high-quality policing services the Alberta RCMP delivers, I also recognize that there is always room to evolve. We are embracing innovation and leveraging technology to enhance effectiveness. You can see through initiatives like the Real Time Operations Centre (RTOC) and the Remotely Piloted Aircraft Systems (RPAS) program, that the Alberta RCMP is embracing innovation and applying technology in ways that enhance how we serve, protect, and connect with the public.

One of the most pressing challenges we face today is staffing. Recruitment continues to be a top priority - but it is only part of the solution. Retention is equally critical. We are actively exploring new strategies to attract and retain dedicated employees who see the Alberta RCMP as not only a great place to work, but a place to grow, lead and make a difference.

We have an exciting path ahead. While challenges exist, so too do opportunities to modernize, to collaborate and to build an even stronger, more community-focused provincial police service.

Thank you for your ongoing partnership and support. I look forward to working alongside each of you to build safer communities and ensure they remain the best place to live, work and raise our families.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Trevor Daroux'.

Trevor Daroux, O.O.M.  
Deputy Commissioner  
Commanding Officer Alberta RCMP

11140 – 109 Street  
Edmonton, AB T5G 2T4

Telephone: 780-412-5444  
Fax: 780-412-5445



## NWR FASD Society: Mackenzie Network

PO Box 3668, 10502 103 St  
High Level, AB, T0H1Z0  
Office: (780)926-3375  
Fax: (780)926-3376

Aug 05, 2025

Dear Mayor Crystal McAteer;  
Town of High Level

Re: International FASD Day: 9 Block Community Awareness Walk



September is the official month where we bring recognition and awareness to our communities about Fetal Alcohol Spectrum Disorder. We celebrate the strengths of individuals who have FASD, their families who support them and discuss prevention of prenatal alcohol exposure. This years International Theme is **EVERYONE PLAYS A PART-TAKE ACTION**, we acknowledge and value the part you play in our community and the people we serve!

This year our 9 Block Walk will be held on **TUESDAY SEPTEMBER 9, 2025**. We would like to invite local agencies and businesses to take part in our Annual 9 Block Walk. It will start at the High-Level arena parking lot and we will proceed to walk the perimeter of the school zones back to the arena. We ask that participants meet at the arena parking lot for 9am and the walk will commence at 9:09am. Every year, the FASD community wears red during the month of September to show their support and raise awareness. Please join us and wear **RED** for the Walk, we will be handing out Red Shoes Rock pins and stickers!

I will connect with you prior to the event date and include additional information for activities we will be supporting on that day and through out the month of September.

If you have any questions or concerns regarding this event call 780-926-3375.

We look forward to seeing you on September 9, 2025 😊

Sincerely,

Gaye Carpenter  
Executive Director Intern  
NWR FASD Society  
Mackenzie Network

**INTERNAL  
CORRESPONDENCE**

<b>COMMITTEES ON WHICH COUNCILLORS ARE APPOINTED</b> <b>NOV 2024 - OCT 2025</b>			
<b>INTERNAL COMMITTEES</b>	<b>2024-2025 MEMBERS</b>	<b>PURPOSE</b>	<b>MEETINGS</b>
Airport Beautification / Enhancement Task Force	Councillor Anderson Councillor Welke Public member: Darlene Anderson	The taskforce provides recommendations to Council regarding short-and long-term beautification/enhancement options, funding strategies, and partnership opportunities.	As needed
Assessment Review Board (ARB)	Mark Liboiron (cert. to Jan. 2026) Deputy Mayor Langford (cert. to Feb. 2025) Public Member: Jerry Chomiak (cert. to Apr. 2025)	Established in accordance with the MGA, an assessment review board is an impartial tribunal that hears formal complaints against the assessment of properties, business, and local improvements.	As needed
Banner of Remembrance Committee	Councillor Liboiron Alternate: Councillor Welke High Level & District Chamber of Commerce: Adam Kent Hospitality Industry: Perry Felsinger Restaurant Industry:	The committee was established with the objective to focus on the direct and cohesive promotion of the Town of High Level. The scope of which includes attractions, businesses and amenities.	As needed
Community Promotion Task Force	Councillor Liboiron and Councillor Lambert		
High School Bursary Committee	Councillor Anderson, Councillor Lambert and Councillor Welke	Council supports students that want to achieve a higher level of education and return to the community to pursue their careers. This Committee selects the recipients of the Town of High Level Bursary Program.	Annually
High Level – Dene Tha' partnership (formally CEDI)	Mayor McAteer, Councillor Lambert	Established to maintain communication and cooperation for regional projects and programs.	Monthly - 1 <sup>st</sup> Wednesday
Intergovernmental Negotiation Committee & Regional Sustainability Working Committee	Mayor McAteer, Deputy Mayor Langford and Councillor Lambert	The Intergovernmental Negotiation Committee carries out negotiations between the Town of High Level and surrounding local governments.	As needed
Intermunicipal Planning Commission (IMPC)	Councillor Anderson and Councillor Lambert Member-at Large: Mike Morgan	The Intermunicipal Planning Commission approves all development and subdivision applications within the Intermunicipal Development Planning Area.	Monthly

Intermunicipal Subdivision and Development Appeal Board	Deputy Mayor Langford (cert to Nov 2024) ) Councillor Liboiron (cert to Nov 2025)  Public Members: Jerry Chomiak (cert to Nov 2024)	The Intermunicipal Subdivision Development Appeal Board hears and determines appeals on behalf of the Town and County in respect to decisions of a Subdivision Authority or Development Authority within the Intermunicipal Development Planning area.	As needed
Movie and Film Industry Task Force	Councillor Welke Councillor Liboiron  Public Members: Jordan Maskell (renew November 2025)	Administration is recommending the formation of a Movie and Film Industry Taskforce. The Taskforce would recommend to Council regulations and incentives for the film industry working in High Level. The first task would be to create a term of reference for approval by Council.	As arranged
Northwest Alberta Regional Emergency Advisory Committee (per Regional Emergency Management Bylaw 962-16)	Deputy Mayor Langford, Councillor Jessiman, and Councillor Lambert	Established to guide the creation, implementation and evaluation of the Northwest Alberta Regional Emergency Plan and programs.	As arranged
Subdivision & Development Appeal Board (SDAB)	Deputy Mayor Langford (cert. to Nov 2024) Councillor Liboiron (cert. to Nov 2025) Public members: Jerry Chomiak (cert. to Nov 2024)	The Subdivision Development Appeal Board hears and determines appeals on behalf of the Town in respect to decisions of a Subdivision Authority or Development Authority.	As needed
Town of High Level Municipal Emergency Advisory Committee (per Regional Emergency Management Bylaw 962-16)	Mayor McAteer, Councillor Jessiman, and Councillor Anderson	Has the authority to declare a State of Local Emergency, ensures that emergency plans and programs are prepared to address emergencies or disasters in The Town of High Level, recommend local mitigations plans/initiatives to Council and participate in the Northwest Alberta Regional Emergency Advisory Committee.	
Intermunicipal Development Plan Joint Steering Committee	Mayor McAteer , Deputy Mayor Langford and Councillor Welke		As needed
Boreal Housing Foundation	Mayor McAteer Public Member: Sylvia Kennedy	A non-profit housing management body that provides a variety of housing options for seniors and low-income households in need throughout the Mackenzie Region. We offer services in La Crete, High Level and Fort Vermilion.	As arranged
	Councillor Welke		Monthly

Community Futures of Northwest AB	Alternate: Councillor Liboiron	Community Futures Northwest Alberta assists and encourages this region's residents to enhance their Economic, Community Development and Industry Diversification efforts.	
Community Rail Advocacy Alliance	Mayor McAteer	Northern Alberta municipalities and industry associations lobbying for better rail freight service for the region.	As arranged
Golden Range Society	Councillor Anderson	The Golden range Society was formed in 1987 by a small group of seniors interested in having social activities relating specifically to seniors so that they could continue an active lifestyle.	Quarterly
High Level Community Policing Society	Councillor Jessiman  Alternate: Deputy Mayor Langford	To liaise with the High Level RCMP Detachment and deliver the programming for the Victim Services Unit, Domestic Violence Unit, and the Bison Child and Youth Advocacy Centre.	2 <sup>nd</sup> Wed q/month
High Level and District Chamber of Commerce	Councillor Lambert  Alternate: Councillor Anderson	To promote the economic and social well-being of High Level and District as a unified voice of free enterprise.	As arranged.
High Level Municipal Library Board	Councillor Anderson and Councillor Liboiron  Lydie Watters Taryn McAskle Jane Robichaud Cheryll Welke Lane Connellan	The board helps to make decisions about how the library is to run. The Board also is involved in volunteering and fundraising endeavours.	Last Wednesday /month
High Level Transportation Society	Councillor Anderson  Alternate: Councillor Welke	Oversees the operation of the High Level Handi-van.	
	Councillor Welke		3 <sup>rd</sup> Wed.

Mackenzie Frontier Tourist Association (MFTA)	Alternate: Councillor Lambert	The Mackenzie Frontier Tourist Association works to fulfill the mandate to support and grow tourism in Northwestern Alberta through the provision of strategic leadership and through active, effective partnerships with government and key stakeholders.	q/month
Mackenzie Regional Charity Golf Committee (NW Health Foundation)	Deputy Mayor Langford and Councillor Jessiman	Has been turned over to the Northwest Health Foundation. Has not been held the past 2.5 years due to COVID	As arranged
Mackenzie Regional Waste Management Commission	Deputy Mayor Langford and Councillor Liboiron	Governs recycling and waste collection throughout the Mackenzie Region.	3 <sup>rd</sup> Saturday q/month
Northern Alberta Elected Leaders (NAEL)	Mayor McAteer and Deputy Mayor Langford	Northern Alberta Elected Leaders (NAEL) offers a venue for northwestern municipal leaders to gather and share current practices and seek opportunities to collaborate NAEL advocates for change on numerous issues of common interest in the northwest.	As arranged
Northern Lakes College, Community Education Committee (CEC) – High Level Campus	Councillor Anderson Alternate: Councillor Welke	The CEC ensures that residents have access to education and training that is suited to their needs and goals.	Monthly
Northwest Regional Fetal Alcohol Spectrum Disorder Society	Councillor Welke Alternate: Councillor Liboiron	The NWR FASD Society is a one stop agency for anyone seeking information, supports and services on FASD in the Mackenzie Region of Alberta.	Monthly
Peace Library System (PLS)	Councillor Liboiron Alternate: Councillor Anderson	Peace Library System works to ensure that its member libraries remain the essential information centers of their communities.	Quarterly
	Deputy Mayor Langford and Councillor Lambert	The Regional Economic Development Initiative Association for	

Regional Economic Development Initiative (REDI)		The Regional Economic Development Initiative Association for Northwest Alberta (REDI) formed in 2002 exists to promote and enhance economic growth amongst its member communities and to promote the region, rather than as individual communities.	3 <sup>rd</sup> Wednesday each month
Upper Hay Regional Forests Public Advisory Group	Deputy Mayor Langford and Councillor Jessiman	To obtain constructive community input, advice, and recommendations to ensure all local interests are effectively involved in forest management planning.	As arranged.
Water North Coalition (WNC)	Councillor Jessiman	The WNC seeks to ensure, through collaboration, that sustainable water systems are available to every northern community.	As arranged.

**Department:** Community Services  
**Month/Year:** July 2025

## **Monthly Activity Summary**

- Arena/Parks Maintenance - Arena staff have been actively maintaining local parks to ensure they remain clean, safe, and welcoming for all visitors. Our splash park and public washrooms at Centennial Park are open for the season. Hours of operation are daily from 9:00 AM to 8:00 PM. Maintenance and upgrades have been completed, including the replacement of bleacher boards at the outdoor rink and baseball diamonds. Staff have completed training courses, including First Aid and Arena Operator Level 1, to enhance safety and service across our facilities.
- Pool - The facility operates seven days a week and offers a variety of swimming programs, including public swims, lane swims, Parent and Tot sessions, aquafit classes, and rentals for the Sting Rays Swim Club. Recently, the facility was closed over a weekend due to a safety hazard. The issue was promptly addressed, and the pool has since reopened and is fully operational.
- FCSS - Our Family and Community Support Services (FCSS) staff are busy planning for the 2025-2026 year of our licensed Before and After School Program. We have been working with the FVSD to set up bussing for the program, but it has been unsuccessful.
- Recreation - Our Community Garden program is now full with 33 plots assigned. In partnership with the Village to offer Art in the park every Friday in Centennial Park, this is a well attended event. Our summer day camp is in full swing with 28 youth attending weekly, they enjoy crafts, games and field trips.
- Museum & Tourism - The museum is open for the season, daily from 9:00 AM to 6:00 PM. In July, we had a total of 584 visitors, with sales reaching \$3,932.88 and 34 fishing licenses sold. We have started running a mini mac attack craft class at the museum, and we had 5 youth attend this month.

## **Ongoing Projects**

- Working on the 2026 operating and capital budget.
- Kinetics was onsite to update our building management system, and during their visit they uncovered many issues that need to be addressed. These issues are affecting air flow to the east side of the building.

## Upcoming Initiatives

- Continue work on 2025 Capital projects such as the arena foundation repair and pool boiler system repair.
- Continue working with economic development on the *Tourism Improvement Fee* program and the *Tourism Development Strategy*.

## Approvals



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Viv Thoss  
CAO



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Author- Jena Clarke  
Director of Community Services

# Departmental Monthly Report



**Department:** Corporate Services  
**Month/Year:** July 2025

## Monthly Activity Summary

- Corporate Services facilitated in the preparation of:
  - One Regular meeting of Council
  - One Closed meeting of Council
- Finished mandatory Health and Safety Training.
- Continued preparing and planning for the General Election.
- Completed the review of the 2025 Apex Natural Gas Distribution System Franchise Agreement, including researching other municipalities Agreement's, and prepared Report for Decision and Bylaw (for first reading) for Council's consideration.
- Finalized Terms of Reference-Reliable Air Access for Specialist Medical Services and provided to CAO for follow-up with Mayor McAtee.
- Wrote Support Letter re: Ken Sargent House grant application.
- Developed a more formal SMT (senior management team) agenda development process to assist in the order and efficiency of how their meetings are handled, as requested by CAO.
- Provided feedback to HR consultant regarding policies being reviewed and updated.
- Provided feedback to Communications Coordinator re: various communications initiatives.
- Reviewed the Peace River Library System Master Agreement, including feedback provided by other stakeholders, and began drafting letter for CAO's review and signature.
- Attended project kick-off meeting and two training workshops regarding the Diligent Community governance management platform.
- Began reviewing the Director of Corporate Services job description received on July 22.

## Upcoming Events

- Continue to prepare and plan for, and ultimately carry out, the 2025 General Election.
- Attend Webinar training series: Access to Information Act & Protection of Privacy Act (GoA Privacy Outreach)
- Continue to attend coaching sessions with Diligent's *implementation specialist* re: the Diligent Community governance management platform.
- Complete letter for CAO's review and signature re: review of the Peace River Library System Master Agreement.
- Continue with renewal process re: the 2025 Apex Natural Gas Distribution System Franchise Agreement.
- Coordinate the meeting room's retrofit project; furniture and audio/visual upgrades.

## Approvals



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CAO – Viv Thoss



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Author – Keir Gervais  
Director of Corporate Services

**Department:** Operations  
**Month/Year:** July 2025

### **Airport**

The ACAP Lighting Project has made significant progress. The threshold lights on Runway 31 were relocated to the correct position for compliance, in coordination with a local electrical company. This task was completed on July 10th. Similarly, the PAPI lights on Runway 31, which were under warranty, were installed in collaboration with a local electrical company and were completed on July 28th. Work is ongoing to move the airfield's mandatory guidance signs to their correct locations to meet compliance requirements. These tasks are part of an IASL/Insurance Claim, and we are currently awaiting planning details from IASL and the contractor to complete the remaining work to bring the installation up to compliance.

On a broader scale, the fire season in High Level has slowed down, as most of the active fires are currently located in southern Alberta, providing some relief to the region. In addition to fire season management, regular summer maintenance duties, such as grass cutting and weed whacking, are being carried out to keep the airport grounds in optimal condition.

The crack sealing machine has been readied for use, and crack sealing operations are set to commence in August. This will support continued maintenance of the runways and taxiways to ensure safety and structural integrity. Furthermore, Transport Canada has been notified about our upcoming Annual Airport Emergency Exercise, scheduled for September 29th.

A key update is the installation of the Airport Aircraft Movement Tracker (AAMT). This device replaces the previous manual method of tracking after-hours movements, which involved listening to recordings and entering data by hand. The AAMT now provides real-time, 24/7 tracking of aircraft movements during periods when NAV Canada is not scheduled. This system streamlines data collection, significantly improving billing and tracking processes and ensuring we capture revenue at all times of the day. The manual data entry process, which used to take approximately 32-40 hours weekly, is now fully automated.

Throughout the Month, Airport Staff worked alongside the Public Works mechanic on the maintenance of winter equipment to ensure everything remains in working condition for the upcoming season. In addition, they completed landscaping improvements by removing the rock beds around the terminal and replacing them with recycled asphalt millings from the 2018 runway project.

### **Airport Statistics - July 2025**

**Airport Movements:**  
**Total Recorded Movements: 2377 ( Nav Canada )**  
**251 (Additional movements from recording device)**

**Passenger Traffic:**  
**Unavailable at time of report.**  
**Complaints: 0     SMS Reports: 1**

## Public Works

The Month of July presented some staffing challenges, as several staff members were on vacation or sick leave, which led to some days with as few as three staff members available to handle the necessary work. Despite these challenges, the team managed to keep up with the workload and continue operations effectively.

Operations in July focused on a variety of routine tasks, with a significant amount of work dedicated to testing and compliance. This included the setup and removal of tents for Canada Day celebrations, as well as the storage of equipment afterward. The Hydra-vac was used multiple times for CC repairs and also assisted airport operations in relocating runway lighting to meet compliance standards. Public Works assisted the utility division by cleaning the wet well at the Footner Pump House to determine the functionality of the new screen on the intake system.

A significant portion of the Month was dedicated to completing over 400 locates for Apex Utilities, which involved identifying water and sewer services, stormwater services, hydrant locations, and CC valves across individual properties and streets. The Apex project is nearing the end of planning and installation locations, with only minimal requests expected for this year's remaining project.

Additionally, Public Works used the Hydra-vac to perform a water main excavation on 90th Street to determine the material size and type, which will inform the installation of a new hydrant and the relocation of an existing one to a more accessible location. There were also two after-hours responses to station alarms, the first occurring during a flood event after heavy rainfall in early July, and the second later in the Month. Additionally, a gate at the sewage plant was repaired, as one of its rollers had become dislodged.

Staff also assisted with the removal of dying trees at both the museum and a park, with trees being cut down by staff and the fire department and subsequently removed from site. Street sweeping was carried out daily throughout the town, as staff availability permitted.

In July, several mechanical-related maintenance tasks were completed across various units, with a strong focus on mower servicing and routine vehicle maintenance. One tandem truck and the sewer flusher underwent their annual Commercial Vehicle Inspection Program (C.V.I.P) inspections. The only deficiencies found were a faulty backup alarm on the sewer flusher and a leaking pinion seal, both of which were promptly addressed to ensure safety and compliance.

## Utility Operations

### Utility Operations Statistics – July 2025

Bacteriological Samples Collected	15
Sewage System Service Calls due to blockages	1
Utility Locate Request not APEX	1
APEX Utility Locate Requests	400 +
Wastewater Samples Collected	0

Water Leaks Complaints	1
Water Meter Replacements and Inspections	8
Water Turn Ons / Offs	2
Treated Water Produced	60966 m <sup>3</sup>

This Month, several maintenance and repair tasks were completed to ensure the continued operation and safety of the facility. Sand was packed underneath the northeast door concrete pad for added stability, and duct sealing was completed on the conduit at the Amber Heights lift station building. A leaking airline in the North Reservoir aerator shack was repaired, and a service technician serviced and repaired both instrument air compressors. Additionally, Davis and Sons completed the flushing and treatment of the boiler system.

Routine cleaning and organization tasks were also carried out. The parts room was tidied, and the faces of the ultrasonic algae control unit were cleaned. Hach 920 portable flow units were cleaned, along with the draining and cleaning of two treatment unit flash mixers. The polymer mixing tank was also thoroughly cleaned.

On the compliance and water quality front, third quarter THM/HAA samples were collected and submitted for analysis. A high THM report (EDGE00442033, DINC 0017421) was reviewed and officially closed by the regulator. Notification was received from the Drinking Water Operation Specialist to cease sampling of raw water for bacteriological testing. Additionally, the facility's operational approval was successfully renewed.

## Ongoing Projects

- The MIEX project, Waste Water Study, and Regional Water Supply Study are progressing well, and we are continuing to work with consultants to progress all capital projects and studies.
- Continue to work with Clearwater Environmental and Alberta Environment on the Hydrovac Waste Site to finalize the design and submit the application to Alberta Environment.

## Upcoming Initiatives

- The Operations continue to work with the Finance Department on the 2026 operating and capital budgets.

## Approvals



CAO - Viv Thoss



Author - Keith Straub, Director of Operations

**Department:** Emergency Services  
**Month/Year:** July 2025

## Monthly Activity Summary

### Fire Services

Nature of Calls	Number of Calls	Nature of Calls	Number of Calls
First Response Medical	11	MVC	5
Assist EMS	25	False Alarms	7
Cancelled Medical	5	Brush/Grass Fire	2
WUI Deployments	1	Structure Fire	2
Mutual Aid Hazmat	1	Vehicle Fire	2
Aircraft Emergency	1	Public Assist	1
<b>Total Calls July 2025</b>	<b>63</b>		
<b>Total Calls July 2024</b>	<b>96</b>		
<b>YTD Call volume for 2025</b>	<b>439</b>		

The Fire Department weekly training concentrated on Live fire training (vehicle, pressurized gas), Aerial Operations and Hose deployment. Medical Training concentrated on Cardiac Arrest Response drills.

HLFD Members assisted with the following events in July:

- Hosted tour and training event with Junior Forest Rangers
- Canada Day in the Park
- Canada Day Parade

Fire Department staff flow-tested and labelled 21 hydrants in July. Work orders for repairs generated as required for 1 hydrant, and repairs were completed by Operations staff.

Community Connect is now up and running with rollout through August.

Recruitment campaign underway.

### WUI Team

WUI team assisted Wildfire with Critical Infrastructure Sprinkler set up in the Twin Lakes area. SPU2 Trailer deployed to that site and returned August 3.

SPU1 Trailer returned from Red Earth Complex on July 11.

### Emergency Management

There were no activations in July 2025.

## Enforcement

Nature of Calls	Number of Calls
Animal Complaints	3
RCMP Transfer	0
Bylaw Complaints	3
Disturbance Call	3
Public Complaints	10
Provincial Files	5
Trespassing	1
Document Service	0
Traffic Violation	3
Work order (Clean up)	1
<b>Total Calls July 2025</b>	<b>29</b>

Assisted with Canada Day Activities.

CPO on Vacation part of July.

## Safety

- 5 reported incidents: 3 hazard, 2 security
- 5 new hire orientations
- Approval for Audit Action Plan completed
- Finalized plans for External Safety Audit in October

## Ongoing Projects

- Hydrant flow testing through summer
- Community Connect rollout

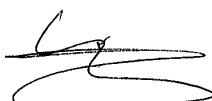
## Upcoming Initiatives

- Recruit training in September

## Approvals



CAO – Viv Thoss



Author – Rodney Schmidt  
Director of Emergency Services

**OUTGOING  
CORRESPONDENCE**



TOWN OF

**HIGH LEVEL**

July 22, 2025

Community Facility Enhancement Grant Program  
[CommunityGrants@gov.ab.ca](mailto:CommunityGrants@gov.ab.ca)

**RE: Letter of Support – CFEP Large Stream Grant Application for the Ken Sargent House**

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To CFEP Review Committee:

On behalf of the Town of High Level Council, I am writing to express our strong support for the CFEP Large Stream grant application submitted by the Grande Prairie Regional Hospital Foundation in support of the Ken Sargent House project.

High Level is a northern Alberta community located approximately 450 kilometers from Grande Prairie. Our residents frequently travel to Grande Prairie to access specialized medical services that are not available locally. For individuals and families facing critical or extended hospital stays, access to affordable, comfortable, and compassionate accommodations near the Grande Prairie Regional Hospital is essential.

The Ken Sargent House will be a vital resource for our community and the broader region. It will offer a home-away-from-home for High Level residents undergoing treatment or supporting loved ones in hospital—many of whom would otherwise face significant financial, emotional, and logistical challenges. This facility will help reduce the burden on rural and northern families and improve access to care for those living in remote areas.

We commend the vision and dedication behind this project and believe it will benefit not only the residents of High Level but also communities across northwest Alberta. The Town of High Level is proud to offer its full support and encourages the Province of Alberta to invest in this much-needed initiative.

Thank you for considering this important project.

Sincerely,

Boyd Langford  
Deputy Mayor

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Office of the Mayor  
(780) 926-2201  
[Highlevel.ca](http://Highlevel.ca)

10511 – 103 Street  
High Level, AB  
T0H 1Z0

## NOTICE OF MOTIONS

# QUESTION PERIOD

**CLOSED SESSION**