

## TOWN OF ECKVILLE-COUNCIL AGENDA

Tuesday May 23, 2023

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

1. CALL TO ORDER
  - 1.1
  - 1.2 Oath of Office-Councillor Pacholek
  
2. DELEGATIONS/PUBLIC HEARING
  - 2.1 Delegation – Kayla Law – Fortis Alberta Electric Distribution System Franchise Agreement  
Time: 6:00pm
  
3. AGENDA
  - 3.1 Additional Agenda Items
  - 3.2 Adoption of Agenda
  
4. MINUTES
  - 4.1 Regular Council Meeting Minutes – May 8, 2023 pg. 1-4
  
5. ACTION ITEMS
  - 5.1 RFD-Request for Reimbursement-Roll # 039100 pg. 5-7
  - 5.2 RFD-Financial Reviewer Town of Eckville Municipal Library pg. 8
  - 5.3 Request to Purchase or Lease Parcel of land next to the Boxcar-Discussion
  - 5.4 RFD-2023 Operational Budget Amendment pg. 9
  - 5.5 Support letter for Sylvan Lake FCSS Application for Provincial Funding-Community and Home Supports for Older Adults pg. 10-21
  
6. BYLAWS, POLICIES
  - 6.1 Bylaw # 788-23 Tax Rate Bylaw pg. 22-23
  
7. REPORTS
  - 7.1 Management Report May 23, 2023 pg. 24-25
  - 7.2 Financial Report -AP Report May 4 &18, 2023 pg. 26-28
  - 7.3 Fortis AB Renewal of Electric Distribution Franchise Agreement pg. 29-70
  - 7.4 CPO Report 2022/23 pg. 71-75
  - 7.5 Animal Control Services pg. 76
  
8. COMMITTEE, BOARD REPORTS
  - 8.1
  
9. CORRESPONDENCE, INFORMATION
  - 9.1 Lacombe County Fire Service pg. 77-78
  - 9.2 Lacombe Regional Tourism Association pg. 79-83
  - 9.3 Alberta Municipalities’ Summer 2023 Municipal Leaders’ Caucus pg. 84-85
  - 9.4 PCPS New Funding Model May 2023 pg. 86-95
  
10. SEMINARS, MEETINGS, SPECIAL EVENTS
  - 10.1
  
11. CLOSED SESSION
  - 11.1
  
12. COMMITTEE OF THE WHOLE
  - 12.1
  
13. ADJOURNMENT
  - 13.1

Mtg. Date May 23, 2023

Agenda Item 4.1

## TOWN OF ECKVILLE – COUNCIL MINUTES

Monday, May 8, 2023

Eckville Town Office, 5023 – 51 Avenue, Eckville, Alberta

### 1. Call to Order

1.0 Mayor Ebden called the meeting to order at 6:02 p.m.

Present: Mayor Ebden  
Councillor Engen  
Councillor Meyers  
Councillor Palm-Fraser  
Councillor Phillips  
Councillor See  
Councillor Thoreson

Absent: None

Staff: CAO, Jack Ramsden  
Supervisor Finance & Administration, Darcy Webb  
Recording Secretary Heather Allen

Press: None Present

Gallery: None

### 2. Delegations/Public Hearings

2.1 Allen Hallgren representing Eckville Slo-Pitch was unable to attend the meeting.

### 3. Agenda

3.1 Additional Agenda Items  
5.5 HWY 11/766 Roundabout  
5.6 Delegation -Fortis  
5.7 Request Lease east of Boxcar  
5.8 Alley behind Town Office

3.2 Adoption of Agenda

#### Res. 115.2023

Moved by Councillor See that the agenda be adopted with the additions. **Carried Unanimously.**

### 4. Minutes

4.1 Regular Council Meeting Minutes – April 24, 2023

#### Res. 116.2023

Moved by Councillor Engen that the minutes of the Regular Meeting of Council held Monday, April 24, 2023 be adopted as amended. **Carried Unanimously.**

### 5. Action Items

5.1 RFD- Request to Lease or purchase a portion of Lot 30MR, Blk 4, Plan 9020549.

Mayor Ebden excused herself due to a potential conflict of interest. Time 6:05pm  
Acting Deputy Mayor Meyers took over the chair.

**Res.117.2023** Moved by Councillor Engen that the Town of Eckville take no action at this time on the request to lease or purchase a portion of Lot 30MR, Block 4, Plan 9020549. **Carried Unanimously.**

Mayor Ebden returned to the meeting and resumed the chair. Time 7:05pm.

5.3 2023 Operating & Capital Budget

**Res. 118.2023** Moved by Councillor Meyers that the 2023 Operating and Capital Budget be approved as presented. **Carried Unanimously.**

5.4 Summer Meeting Dates

**Res. 119.2023** Moved by Councillor Thoreson that the Town Council summer meetings be held July 10, 2023 and August 14, 2023, Carried Unanimously.

5.5 HWY11/766 Roundabout.

**Res.120.2023** Moved by Councillor Meyers that administration draft a letter, on behalf of the Mayor, to Clearwater County, Lacombe County, Red Deer County, the Town of Rocky Mountain House, the Town of Sylvan Lake and the City of Red Deer requesting support for the Town of Eckville's request to have a traffic roundabout constructed at the junction of highway 766 and highway 11.

5.6 Delegation – Fortis Alberta

**Res.121.2023** Moved by Councillor See that Paula Law with Fortis be invited to the May 24<sup>th</sup> Council Meeting. **Carried Unanimously.**

5.7 Request to Purchase or Lease a parcel of land east of the Boxcar Grill

**Res.122.2023** Moved by Councillor Thoreson that Administration obtain a value of the 12.5 meter by 21.5 meter parcel and bring this item back to Council for consideration at the regular meeting of Council to be held May 23, 2023.

5.8 Alley Behind Town Office

**Res.123.2023** Moved by Councillor Meyers that this item be brought back to a future meeting of Council once Administration has obtained construction details and cost information from Fortis Alberta.

**6. Bylaws /Policies** 6.1 None

**7. Reports** 7.1 Management Report-May 9, 2023

**Res.124.2023** Moved by Councillor Engen that Management Report for May 9, 2023 be accepted for information. **Carried Unanimously.**

- 7.2 Financial Report-AP EFT April 26, 2023
- Res.125.2023** Moved by Councillor See that the Financial Report – AP EFT April 26, 2023 be accepted for information. **Carried Unanimously.**
- 8. Committee & Board Reports**
- 8.1 Councillor See reported on the Bullarena  
 8.2 Councillor Palm-Fraser reported on the Recreation Board meeting.  
 8.3 Mayor Ebden reported on the Curling Club.
- Res. 126.2023** Moved by Councillor See that the Committee and Board Reports be accepted. **Carried Unanimously.**
- 9. Correspondence, Information Items**
- 9.1 Lacombe County Highlights  
 9.2 Wolf Creek Public Schools – Implementation of New Transportation Requirements
- Res.127.2023** Moved by Councillor Meyers e that Correspondence and Information items be accepted as information. **Carried Unanimously.**
- 10. Seminars, Meetings, Special Events**
- 10.1 None
- 11. Closed Session**
- 11.1
- Res. 128.2023** Moved by Councillor Palm-Fraser that the meeting move into closed session, excluding all persons except Council Members in order to discuss an item dealing Section 19 of the FOIPP Act: Confidential Evaluations. Time 8:56 p.m. **Carried Unanimously.**
- Jack Ramsden-CAO, Darcy Webb-Deputy CAO and Heather Allen Recording Secretary left the meeting.
- Res. 129.2023** Moved by Councillor Engen that the meeting revert back to open session. Time 9:05 p.m. **Carried Unanimously.**
- Mayor Ebden called for a five minute recess. Time 9:06 p.m.  
 The meeting reconvened at 9:11 p.m.
- Res. 130.2023** Moved by Councillor See that Council extend the CAO employment contract for Jack Ramsden through to December 31, 2026. **Carried Unanimously.**
- 12. Committee of the Whole**
- 12.1 None

**13. Adjournment**

13.1

**Res. 130.2023**

Mayor Ebden adjourned the meeting at 9:13 p.m. **Carried Unanimously.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO

EMERGENCY

Mtg. Date May 23, 2023  
Agenda Item 5.1

**TOWN OF ECKVILLE**  
**Request to Council for Decision**

|                       |   |
|-----------------------|---|
| <b>Meeting:</b>       | <b>Town Council</b>   |
| <b>Meeting Date:</b>  | <b>May 23, 2023</b>   |
| <b>Originated By:</b> | <b>Jack Ramsden, CAO</b>  |
| <b>Title:</b>         | <b>Request for Reimbursement – Roll # 039100 - Targeted Redevelopment Program</b> |

**BACKGROUND:** Please find attached an invoice for the demolition and removal of an old mobile home and an old garage which was located at 5420 – 55 Avenue. This work also included some additional fill and topsoil, and the property is now vacant with the exception of a small one car garage located in the southeast corner of the lot.

The Property Owner is requesting the reimbursement of a portion of the costs as per our “Targeted Redevelopment Program”.

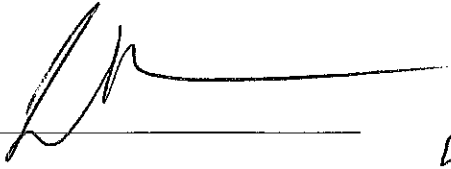
**DISCUSSION/ALTERNATIVES:** The intent of the “Targeted Redevelopment Program” is to assist Property Owners who wish to remove and dispose of their older mobile homes so that they can be replaced with a newer manufactured home or a new home.

As per our “Targeted Redevelopment Program” we are recommending the reimbursement of the maximum amount of \$5,000.00 to the owner of Roll # 039100.

**IMPACT ON BUDGET:** This refund is covered in our 2023 operating budget.

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

**“That Administration be authorized to reimburse the owner of Roll #039100 the amount of Five Thousand Dollars (\$5,000.00) to help offset their costs to demolish and remove an old mobile home and an old garage as per the “Targeted Redevelopment Program.”**

Prepared By: \_\_\_\_\_ Approved By:  \_\_\_\_\_ 5







Mtg. Date May 23, 2023

Agenda Item 5.2

**TOWN OF ECKVILLE**  
**Request to Council for Decision**

|                |   |
|----------------|---|
| Meeting:       | Town Council  |
| Meeting Date:  | May 23, 2023  |
| Originated By: | Jack Ramsden, CAO   |
| Title:         | Financial Reviewer for the Town of Eckville Municipal Library |

**BACKGROUND:** The 2022 Eckville Municipal Library Statement of Receipts and Disbursements must be signed by a person or company approved by Town Council.

When the review has been completed these documents will be submitted to Town Council for approval.

These are two steps required in order for the library to apply for their public operating grant.

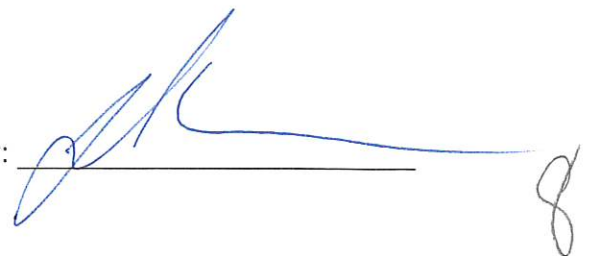
**DISCUSSION/ALTERNATIVES:** The Library Board would request that we appoint Garth Yeomans to review the Town of Eckville Municipal Library 2022 Statement of Receipts and Disbursements.

**IMPACT ON BUDGET:** None

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

**“That Garth Yeomans be appointed as the Financial Reviewer for the Eckville Municipal Library’s 2022 Statement of Receipts and Disbursements.”**

Prepared By: \_\_\_\_\_ Approved By: \_\_\_\_\_



Mtg. Date May 23, 2023  
Agenda Item 5.4

**TOWN OF ECKVILLE**  
**Request to Council for Decision**

|                       |  |
|-----------------------|--|
| <b>Meeting:</b>       | <b>Town Council</b>                    |
| <b>Meeting Date:</b>  | <b>May 23, 2023</b>                    |
| <b>Originated By:</b> | <b>Jack Ramsden, CAO/Darcy Webb</b>    |
| <b>Title:</b>         | <b>2023 Operating Budget Amendment</b> |

**BACKGROUND:**

Council approved the 2023 Operating and Capital budget at it's regular meeting held May 8, 2023. The budget was balanced with a transfer of \$30,000 from the Tax Stabilization Reserve.

**DISCUSSION/ALTERNATIVES:**

A change to the assessment category for one property in Town (commercial to residential) will result in a budget shortfall of \$8,531 in the 2023 Operating Budget as it was prepared.

The MGA does not allow for deficit budget to be passed.

The budget would need to be balanced either through an increase in the tax rate or by other means such as transfer from reserves.

Council direction has been to keep the residential rate the same as that of 2022.

**IMPACT ON BUDGET:**

We would recommend a further transfer from the Tax Stabilization Reserve of \$8,531 which would then balance the 2023 Operating Budget.

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

**"That in order to cover the projected deficit the 2023 Operating Budget be amended to include a further transfer from the Tax Stabilization Reserve of \$8,531."**

Prepared By:  Approved By:  9

Mtg. Date May 23, 2023  
Agenda Item 5.5

**TOWN OF ECKVILLE**  
**Request to Council for Decision**

|                       |  |
|-----------------------|--|
| <b>Meeting:</b>       | <b>Town Council</b>  |
| <b>Meeting Date:</b>  | <b>May 23, 2023</b>  |
| <b>Originated By:</b> | <b>Jack Ramsden, CAO</b>   |
| <b>Title:</b>         | <b>Support Letter for Sylvan Lake FCSS Application for Provincial Funding-Community and Home Supports for Older Adults</b> |

**BACKGROUND:** Please find attached a copy of the "Expression of Interest from Sylvan Lake FCSS for Provincial Funding for Community and Home Supports for Older Adults" for your perusal.

Also attached is a proposed "Letter of Support" from the Town of Eckville for the above noted grant application from the Sylvan Lake FCSS for funding for Community and Home supports for older adults.

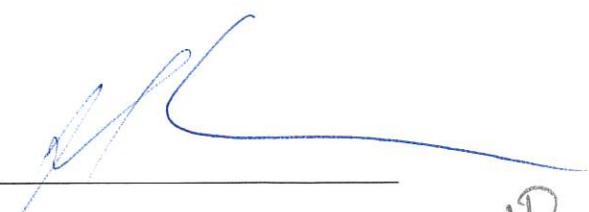
**DISCUSSION/ALTERNATIVES:** Our local Eckville FCSS Board is in support of the Sylvan Lake FCSS application and we have been asked to offer the Town of Eckville's support as well.

**IMPACT ON BUDGET:** No impact, however the approval of this grant will also see an increase in services for our local Older Adults.

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

**"That the Town of Eckville provide a letter of support for the Sylvan Lake FCSS Application for Provincial Funding-Community and Home Supports for Older Adults."**

Prepared By: \_\_\_\_\_ Approved By: \_\_\_\_\_



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May 24, 2023

Healthy Ageing Alberta  
600- 105 12 Ave SE  
Calgary, AB, T2G 1A1

**Subject: Support Letter for Sylvan Lake FCSS Application for Provincial Funding-Community and Home Supports for Older Adults**

Dear Sir or Madam:

I am writing to you, on behalf of the Town of Eckville, to offer support of an application submitted by the Town of Sylvan Lake, FCSS department for provincial funding through Healthy Ageing Alberta.

Sylvan Lake FCSS has been operating in our community for many years and we appreciate their willingness to write a grant for a potential partnership to serve older adults in outlying communities, such as the Town of Eckville. Sylvan Lake FCSS strives for excellence and ensuring that prevention is key for successful connections and community wellness on a regional level.

The outlined project will provide the seniors of Eckville and area, an opportunity to engage in healthy relationships through;

- Prevention, and awareness of abuse of older adults
  - Taking Action Against Elder Abuse and It's Not Right Training through the Alberta Elder Abuse Awareness Council
  - Awareness marketing and swag materials
  - Dedicated staff for support to older adults and the abuser
- Ensuring that seniors are able to age in place by having light housekeeping and outreach programing in their community.
  - Yard Busters
  - Snow Angels
  - Food Security
  - Transportation Initiatives
  - Access and support to government financial assistance programs

We also value and appreciate the efforts to support those physically and mentally who care for ageing adults. The Town of Eckville wholeheartedly values the wrap around support for the senior and the ones who care for them. This will reduce burn out, stress, worry on the whole family unit.

When people in communities are adequately supported, have access to and are connected with the skills and resources, they will thrive. In order for seniors to age in place, there needs to be in home community supports to allow them to do so. Even with the services that Sylvan Lake already has in place, there is a consistent need to expand to outlying areas additional resources to prevent abuse, unwanted falls due to inaccessibility and to ensure that older adults are supported therefore encouraging and enabling the community to age in place.



The Town of Eckville supports this project as it will support both individual and community needs, such as addressing and preventing elder abuse and creating safer spaces for seniors to use and enjoy together in the new and old connections they make.

Yours sincerely,

Mayor Colleen Ebdon  
Mayor  
Town of Eckville

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community allies  
for older adults.



## Provincial Funding - Community and Home Supports Funding for Older Adults Request for Expressions of Interest (EOI) – Phase 2

| Organizational Information   |   |
|--|---|
| <b>Organization name:</b>  | Town of Sylvan Lake - Family and Community Support Services<br>Department |
| <b>Tell us about your organization, your purpose or mission, and your overall vision.</b>  |   |
| <p><b>Town of Sylvan Lake:</b> To deliver responsible municipal services and infrastructure that are guided by a policy framework and leadership that contributes to the quality of life of our residents and supports an inclusive and competitive economic climate.</p> <p><b>Guiding Principles:</b></p> <p><b>COLLABORATION:</b> Working together and sharing information, ideas and resources will make us more innovative, more successful in achieving our goals, and more efficient in the use of our resources.</p> <p><b>INCLUSION</b> We welcome people of all ages, cultures, incomes, and abilities to live in our community and neighbourhoods. We want all residents to have a sense of belonging in our community.</p> <p><b>SHAPE OUR OWN FUTURE:</b> Sylvan Lake is growing and maturing as a community. We are intentional about shaping our community and the quality of life our residents enjoy. We share our aspirations and plans with the Government of Alberta and our neighbouring municipalities, and endeavour to gain their support in helping us achieve our vision and goals.</p> <p><b>PREVENTION AND RESPONSIVENESS</b> We anticipate and plan how we will respond to social needs in our community. We monitor our community's changing circumstances and needs and take action at the earliest opportunity to prevent social needs becoming larger issues. We provide quality programs and services that enhance the quality of life of residents and are valued by the community.</p> <p><b>RESILIENCE</b> We help residents build their resiliency so they can adapt if confronted with unplanned or difficult circumstances, such as relationship breakdowns, illness, or job loss.</p> <p><b>Sylvan Lake FCSS:</b> promotes the social well-being of community members by offering members preventative social programming and services.</p> |   |
| <b>Please describe your organization's experience in the delivery of home and community support services for older adults who are experiencing, or at risk of experiencing, psychosocial, mental health, or addiction issues.</b>  |   |

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Established History for In Home Programs in Sylvan Lake

Home Support Program Growth

| <u>Year</u> | <u>Total<br/>Number of<br/>Clients</u> | <u>Number<br/>of<br/>Homes</u> | <u>New<br/>Households<br/>for the year</u> |
|-------------|--|--------------------------------|--|
| 2009        | 2                                      | 2                              | 2  |
| 2010        | 10                                     | 9                              | 8  |
| 2011        | 19                                     | 17                             | 11   |
| 2012        | 38                                     | 29                             | 15   |
| 2013        | 40                                     | 31                             | 11   |
| 2014        | 36                                     | 29                             | 9  |
| 2015        | 62                                     | 46                             | 24   |
| 2016        | 67                                     | 49                             | 13   |
| 2017        | 74                                     | 55                             | 21   |
| 2018        | 94                                     | 71                             | 22   |
| 2019        | 79                                     | 66                             | 21   |
| 2020        | 88                                     | 67                             | 20   |
| 2021        | 94                                     | 75                             | 23   |

Seniors Outreach Growth- New Program in 2017

| <u>Year</u> | <u>Total<br/>Number<br/>of<br/>Clients</u> | <u>Number<br/>of<br/>Homes</u> | <u>New<br/>Households<br/>for the year</u> |
|-------------|--|--------------------------------|--|
| 2017        | 21   | 18                             | 18   |
| 2018        | 46   | 28                             | 26   |
| 2019        | 66   | 50                             | 41   |
| 2020        | 85   | 80                             | 58   |
| 2021        | 99   | 84                             | 41   |

Volunteer Centre Programs since 2017

| <u>Year</u> | <u>Snow Angels Clients</u> | <u>Yard Busters Clients</u> | <u>Friendly Visitor Clients</u> |
|-------------|----------------------------|-----------------------------|---------------------------------|
| 2017        | 19                         | 4                           | 1                               |
| 2018        | 37                         | 4                           | 3                               |
| 2019        | 22                         | 7                           | 4                               |
| 2020        | 20                         | 7                           | 4                               |
| 2021        | 29                         | 11                          | 6                               |

**How is your organization classified?**

Registered as having charitable status by the CRA     Other

**Charitable registration number:**

BA Registration Number: 108130352

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for older adults.



**Note: Organizations without charitable status are eligible to apply with a partner or sponsoring organization that holds charitable status. Please include the partner/sponsor's charitable registration number above and a letter confirming their support of the EOI.**

**EOI Contact Person**

|                         |   |
|-------------------------|---|
| <b>Full Name:</b>       | Alissa McDonald   Brittney Wells  |
| <b>Title:</b>           | Town of Sylvan Lake FCSS Director   FCSS Senior Services Supervisor   |
| <b>Email:</b>           | <a href="mailto:amcdonald@sylvanlake.ca">amcdonald@sylvanlake.ca</a>   <a href="mailto:bwells@sylvanlake.ca">bwells@sylvanlake.ca</a> |
| <b>Phone number:</b>    | 403.887.1137 ext. 424   403.887.1137 ext. 444   |
| <b>Mailing Address:</b> | 5012 48 Avenue<br>Sylvan Lake, AB<br>T4S 1G6  |

**Project Information**

**Briefly describe your project.** (i.e. where will you be providing services, who will you be providing services to, how will providing this project lead to positive outcomes for individuals experiencing mental health or addiction issues)

Our FCSS Senior Services Outreach programming is looking to add spokes to the main hub located in Sylvan Lake that would give access to the identified supports and programs outlined in this expression of interest to older adults living in the rural communities of Benalto, Eckville and the rural community members who live surrounding these municipalities. With having staff being able to provide support to rural older adults, we would see an increase in their mental and physical wellness as we know that when people are connected, their wellness increases due to socialization, reduce in isolation and an increase of knowledge and opportunities grow as they have outreach support that they need to age in place, in their own home, in their familiar community.

The eligible home supports that we will be able to deliver are:

- Home Support Program
  - Provides subsidized light housekeeping to seniors and adults who have physical or cognitive impairments on a weekly or biweekly basis. The fees are determined from a sliding scale ranging from \$10.20-\$30.00/hour based on their notice of assessment and on the Alberta Seniors Benefit Special Needs Assistance (ASB-SNA) guidelines. Services may include but are not limited to:
    - Sweeping, mopping, and vacuuming
    - Dusting and polishing furniture
    - Bathrooms
    - Laundry
    - Dishes
    - Walls, drapes, blinds
    - Disinfecting high touch surfaces
- Seniors Outreach Program

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- The outreach worker provides support, information, and referrals to enable seniors to remain independent and safe as possible while maintaining dignity and optimum quality of life. The focus is on strengthening the well-being and improving the quality of life for all seniors.
- In addition to the services listed in 'program purpose' question, we would be the support for form assistance, connector to programs and services, community gap identifier and ensuring that the seniors are adequately supported with the resources and tools that they need.
- Promotion and raise awareness of local services and programs such as:
  - Food Security- Meals on Wheels, local Foodbank, Heart to Home Meal Delivery, local church groups, Mustard Seed, Little Free Panties
  - Affordable Housing options and help guide the older adult and/or their families when moving from home to lodge or further care such as supportive living or LTC.
  - Mobility concerns in home and throughout the community
  - Support for family caregivers
- Be that go to navigator for any 'senior' specific question, concern or to identify what an older adult may need that they didn't know!
- Accessing the FCSS Volunteer Centre Senior Programs
  - Yard Busters and Snow Angels program is for individuals who have a mental or physical disability, low to moderate income as identified in the ASB-SNA program, no other capable person able and willing to cut the grass or shovel the sidewalk and are over the age of 65.
  - Friendly Visitors are screened and trained volunteers who provide regular companionship to isolated seniors. Activities may include gardening, puzzles, coffee and chat, walking or partaking in a program in the community.
- Implementing transportation and accessibility initiatives such as:
  - Community facilitated volunteer driver program
  - Partnering with Drive Happiness to bring their program into rural communities
    - We would facilitate and support the volunteer recruitment within the community of choice
  - Awareness of community drivers, transportation options and other services such as Wheels of Hope through the Cancer Society
- Community education/training on topics such as:
  - Elder Abuse
  - Scams and Frauds
  - Senior Safety
  - Seniors Benefits and Programs
  - Local support groups for physical and mental health impairments
  - COMPASS for the caregivers
  - NAVIGATOR Training
  - Benefits of Intergenerational relationships and mentoring
- Healthy Relationships

**Is this a new project for your organization or is it an expansion of existing services?**

- New Project       Expansion of Existing Services

**Please describe the home supports you intend to provide (or are currently providing) and indicate which home supports may be new (you aren't offering them currently) or are an expansion of existing services.**

Currently we are able to provide services to the Town of Sylvan Lake and the communities within the Summer Villages that surround the lake (Norglenwold, Half Moon Bay, Sunbreaker Cove, Birchcliff and Jarvis Bay).

Through this grant we will be able to expand further to the two outlying communities and areas directly around them where services like ours are nonexistent. We do see and hear that there is a very high need of these supports that would allow seniors to better age in place in further rural communities that surround the Town of Sylvan Lake. We have also found that older adults are having to leave their communities that they love due to access to supports and services that they need to remain living at home.

We do not serve these three communities due to a lack of resources, but with the support of this grant, we will be able to introduce these 'new' programs to the communities that they don't currently have.

With hiring staff for these communities, we will be able to not only implement our internal programs at FCSS that serve older adults, but we will be able to provide a wealth of knowledge and resources to community members and service organizations to support the ageing in place initiatives.

**What is your local context for home supports?** *(i.e. what's happening in your community currently, what gaps exist, what are the community needs for individuals experiencing, or at risk of experiencing, psychosocial, mental health, or addictions issues)*

Within the Town of Sylvan Lake, several gaps exist that impact the lives of older adults. Through our senior's outreach program, we hear that older adults have difficulties locating the resources to age in place healthy and safely. The worker, while conducting in-home assessments, sees that the current living conditions of these isolated seniors is less than desirable, but when discussing the different supports seniors can receive and be connected to, they are so overwhelmed that they often don't follow through with the connections due to stress, anxiety, and health factors such as depression, cognitive impairments, and physical health.

One more gap that we see is the financial hardship that seniors experience which prevents them from accessing crucial needs such as medications and diet specific groceries. With not being connected to the community and not having the proper finances, the seniors put themselves at risk therefore increasing the frequency of health complications, falls, impacting their safety and making poor choices.

What the community needs is better access and awareness to social programming, mental health supports and education not only for the older adult but their spouses and/or adult children (family caregivers). Many older adults could use regular contact with an outreach worker to ensure that they are accessing what they need and when they need it so that they can age in place for as long as desired.

We could also use some additional mental health supports for the older adults that we come in contact with- what we see is they keep well contacted with pharmacist and family doctor but don't

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have any additional supports and resources when needed such as a psychologist, mental health therapist, support groups, or just a friendly visitor to reduce loneliness and isolation. If seniors knew exactly how to access these supports, they would access them, therefore improving their quality and quantity of life. This also would decrease the family caregiver aspect as most of these pressures that (either FCSS or through community organizations provide) family members assume, would be offered to them through staffing therefore allowing the caregivers to just be with their family and not doing the bills, housecleaning, meals, driving to and from appointments etc.) With having a dedicated worker that could spend adequate time with older adults, they would be able to gather information for imperative programs and services to keep them home such as yard busters, snow angels, taxi programs, Alberta Seniors Benefit, light housekeeping, friendly visitor plus connecting regularly with their health care team (PCN, family physician, Home Care, Mental Health, and Addictions). We would also connect them to the many community resources that we have in Sylvan Lake and hopefully in the rural outlying communities.

**Will your project/program include a fee-for-service or sliding scale model?**

Yes       No

**Please describe how you will work with partners in the community.** (i.e. who will you partner or explore a partnership with and how will you work together to coordinate home support services? Including health care and other community-based organizations)

- Benalto
  - FCSS
  - Red Deer County Staff
- Eckville
  - FCSS
  - Lifeline Canada
  - Town of Eckville municipality staff
  - Eckville and Area Wellness Coalition
  - Lacombe County Staff
- Sylvan Lake
  - Town of Sylvan Lake- FCSS- Manager, Senior Services Supervisor, Volunteer Centre Coordinator, Home Support Workers, Youth Services Supervisor, and the Town of Sylvan Lake staff strongly support this grant application
  - Community Partners Association
  - Mercy Connect
  - Community Support Coalition
  - Lifeline Canada- Serves Sylvan Lake and Summer Villages along with Benalto
  - Sylvan Lake Housing Coalition

**All Communities**

- Wolf Creek PCN
- AHS
- Family Doctors, nurses, and nurse practitioners
- Pharmacists
- Home Care
- Mental Health and Addictions
- FRN
- Foodbanks

- Senior Centres (Sylvan Lake Seniors Association, Bentley Seniors Drop In, Eckville Friendship Centre)
- Ministerial Associations
- Municipal Libraries and Groups
- Cultural Organizations (CAIWA, Care, Filipino Groups, Native Friendship Centres etc.)
- Supportive Long Term Care Sites (Bethany Sylvan Lake, The Bethany Group)
- Lodges (Sylvan Lake Lodge)
- Community members
- Family Caregivers
- Senior Advisory Committee
- Service and Recreational Groups
- Local Businesses
- Central Alberta Falls Prevention Coalition
- RCMP and Municipal Enforcement

For the proposed project, Sylvan Lake FCSS has many connections within the two outlying communities. We are also looking at setting up meetings to meet with some key players within the communities that we haven't had an opportunity to meet with due to the pandemic. In the near future, we plan to meet with members from Red Deer County, Wolfcreek PCN and the different coalitions in the communities to hear directly from them on their ideas of these propped in-home supports, trends and gaps.

We have worked hard to partner with our community resources so that we all better serve the individuals in our community. Sylvan Lake FCSS hosts a bi-monthly Interagency meeting where community organizations collectively participate in round table discussions where they can share their programs, services, trends, gaps, and this meeting also allows in depth presentations from individual organizations. Following the meeting the coordinator sends out an email to the distribution list of 170+ people all serving different organizations. The Sylvan Lake FCSS staff has also regularly in the past participated in Interagency meetings in the Towns of Eckville and Innisfail.

Throughout the years, Sylvan Lake FCSS has also started regional coalitions such as:

- Regional Vision for Non-Violence (16+ rural communities and representation from different community organizations)
- Central Alberta Rural Communities Coalition (16+ rural communities and representation from different community organizations)

FCSS staff also sit on several regional committees such as Falls Prevention, Seniors Service Providers Interagency, Western Canadian Association of Lifeline Programs, and Alberta Elder Abuse Awareness Council to name a few.

By regularly partnering with different communities and coalitions we can have better autonomy and work together to support the needs, trends, and gaps of the community. We cannot do it all alone, to create change, establish beautiful partnerships we need to be heard and we need connections. It hasn't been easy as there is staff turnover, organizations come and go but being regularly out in the community talking to the service providers and the community members create effective partnerships and referrals flourish. We believe at FCSS that we do not work in silos; we partner together and network and refer to the amazing partners that serve our community.

For many years Sylvan Lake FCSS has taken a regional approach to their day-to-day activities, programs, and services. This is how we think, act and work. Along with the regional coalitions, we have partnered numerous times for grant funding for 16 + rural communities. We also plan events through different coalitions with our regional partners and are consistently checking in with each other to see how things are, where support is needed and what is occurring within each of the communities.

We do not duplicate services in Sylvan Lake, but we are a web of wealth, knowledge, and passion to serve the members of the communities, to keep people connected and engaged and ultimately to attract new and old to stay within the community as safe, independently, healthy for as long as possible by providing the best wrap around supports that we possibly can!

We are looking at hiring 2.6 positions for this grant. 1 FTE as an Outreach Worker, 1 FTE as an in-home support worker and a 0.6 person for researching, admin duties and supporting sustainable funding after this grant is complete. Although we will recruit staff, we will explore potential candidates who have the required training as they will need to be trained in various topics such as Mental Health First Aid of Older Adults, Applied Suicide Intervention Skills Training, and Standard First Aid with CPR and AED. The staff would also take part in our extensive in-house training (Town of Sylvan Lake policies, E-Compliance (health and safety), Employee Assistance Program, Community Helpers, Home Support Operating Procedures, Code of Conduct and Confidentiality Agreements. These 3 positions will be Town of Sylvan Lake employees paid by this grant to implement these programs and awareness into the two outlying communities of Benalto and Eckville as well as part of Lacombe County and Red Deer County.

Home Support Program is a paid for service. The sliding scale makes it very affordable for the older adult to budget for along with the financial assistance the ASB-SNA program allows if their income falls into the thresholds. The staff will then also be able to provide documentation for the older adults to submit into the ASB-SNA programs for reimbursement.

For outreach support, we will partner with the FCSS offices in the two outlying communities to be able to provide a space to meet confidentially with the older adult if going into there home isn't a suitable fit. The goal would be to meet in home as much as possible.

For the volunteer driven programs, recruitment of volunteers will be needed to serve and support the older adults. Volunteer screening and checks will be required.

We will also compile a list of 'handy person' services for each community for a quick tool when the support that is needed is out of our scope but still a valid concern or service required. These lists will be compiled into our established database. We will also implement new pages to suit the additional communities.

We will use our well-established forms for the internal FCSS programs (Home Support, Seniors Outreach, Yard Busters, Snow Angels, Friendly Visitor, and the Caregiver Support Group).

Third party contractors would/may include:

- Drive Happiness
- Handy Person Services
- Referrals out to different organizations or individuals.



A network of  
community allies  
for older adults.



*It is important to note that the FCSS Hub will strictly refer to these programs/services and are not to assume the liability or risk.*

With this project, it will very much be a collective impact. There is absolutely no need to create new when there are great programs/partnerships already in place. We will likely need to expand the partnerships within the three new communities, and we look forward to having many engaging conversations with the FCSS partners, PCN, local organizations and the seniors themselves- they deserve to have the voice and assist with leading this great project!

### External References

#### **Monica Morcom**

Sylvan Lake Seniors Association

Office: 403-887-5428

Home: 403-748-2582

#### **Heather Donald**

Mercy Connect

Cell: 403-304-8020

#### **Sylvianne Aubin**

Community Senior

Home: 403-864-1184

COPY

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Mtg. Date May 23, 2023

Agenda Item 6.1

**TOWN OF ECKVILLE**  
**2023 PROPERTY TAX RATE BYLAW**

**BYLAW 788-23**

**A BYLAW TO AUTHORIZE THE RATES OF TAXATION TO BE LEVIED AGAINST ASSESSABLE PROPERTY WITHIN THE TOWN OF ECKVILLE FOR THE 2023 TAXATION YEAR.**

**WHEREAS**, the Town of Eckville has prepared and adopted preliminary estimates of the municipal revenues and expenditures as required, at the Regular Council meeting held December 12, 2022; and adopted the final estimates of revenues and expenditures at the regular meeting of Council held May 23, 2023; and

**WHEREAS**, the estimated municipal revenues from all sources other than taxation total **\$1,734,815**; and

**WHEREAS**, the estimated municipal expenses (excluding non-cash items) set out in the annual budget for the Town of Eckville for 2023 total **\$2,867,365**; and the balance of **\$1,132,550** is to be raised by general municipal property taxation; and

**WHEREAS**, the estimated amount required to repay principal debt to be raised by general municipal taxation is **\$80,505**; and

**THEREFORE**, the total amount to be raised by general municipal taxation is **\$1,213,055**; and

**WHEREAS**, the requisitions are:

| Alberta School Foundation Fund (ASFF) | Public                    | Separate           | Total               |
|---------------------------------------|---------------------------|--------------------|---------------------|
| Residential/Farm Land                 | \$218,744.23              | \$12,834.97        | \$231,579.20        |
| Non-residential                       | \$ 76,637.62              | \$ 438.59          | \$ 77,076.21        |
| <b>Total School Requisitions</b>      | <b>\$295,381.85</b>       | <b>\$13,273.56</b> | <b>\$308,655.41</b> |
| Lacombe Foundation                    |                           |                    | \$ 8,293.00         |
| Designated Industrial Property        |                           |                    | \$ 171.87           |
|                                       | <b>Total Requisitions</b> |                    | <b>\$317,120.28</b> |

**WHEREAS**, the Council is authorized to classify assessed property, and to establish different rates of taxation in respect to each class of property, subject to the Municipal Government Act, Chapter M26, Revised Statutes of Alberta, 2000; and

**WHEREAS**, the assessed value of all property in the Town of Eckville as shown on the assessment roll is:

|                         |                    |
|-------------------------|--------------------|
| Residential             | 94,437,970         |
| Non-residential         | 19,062,890         |
| Linear                  | <u>2,287,060</u>   |
| <b>Total Assessment</b> | <b>115,787,920</b> |

**NOW THEREFORE**, under the authority of the Municipal Government Act, the Council of the Town of Eckville, in the Province of Alberta enacts as follows:

1. That the Chief Administrative Officer is hereby authorized to levy the following rates of taxation on the assessed value of all property as shown on the assessment roll of the Town of Eckville:

|   | <b>2023<br/>Tax Levy</b> | <b>2022<br/>Underlevies/<br/>Overlevies</b> | <b>Adjusted<br/>2023 Tax<br/>Levy</b> | <b>Assessment</b> | <b>2023<br/>Tax Rate</b> |
|---|--------------------------|---|---------------------------------------|-------------------|--------------------------|
| <b>General Municipal</b>                  |                          |   |                                       |                   |                          |
| Residential/Farmland                      | \$902,733                |   | \$902,733                             | 94,437,970        | 0.009559                 |
| Non-Residential                           | \$310,322                |   | \$310,322                             | 21,349,950        | 0.014535                 |
| <b>ASFF</b>                               |                          |   |                                       |                   |                          |
| Residential/Farmland                      | \$231,579                |   | \$231,579                             | 94,437,970        | 0.002452                 |
| Non-Residential                           | \$ 77,076                |   | \$ 77,076                             | 21,349,950        | 0.003610                 |
| <b>Lacombe Foundation</b>                 |                          |   |                                       |                   |                          |
| Residential/Farmland/<br>Non-Residential  | \$ 8,293                 |   | \$ 8,293                              | 115,787,920       | 0.000072                 |
| <b>Designated Industrial<br/>Property</b> |                          |   |                                       |                   |                          |
|   | \$ 172                   |   | \$ 172                                | 2,287,060         | 0.000075                 |
| <b>Total Tax Rate</b>                     |                          |   |                                       |                   |                          |
| Residential/Farmland                      |                          |   |                                       |                   | 0.012083                 |
| Non-Residential                           |                          |   |                                       |                   | 0.018217                 |
| Designated Industrial                     |                          |   |                                       |                   | 0.018292                 |

2. That this Bylaw shall take effect on the date of the third and final reading.

Read a first time on [REDACTED], 2023.

Read a second time on [REDACTED], 2023.

Read a third and final time on [REDACTED], 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO

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**MANAGEMENT REPORT  
TO ECKVILLE TOWN COUNCIL  
May 23, 2023**

Mtg. Date May 23, 2023  
Agenda Item 7.1

**Current Activities:**

- **Councillor By Election Results:** As you should all be aware, Collin Pacholek was the successful candidate and was officially declared elected on May 19<sup>th</sup>. Welcome to your first Town of Eckville council meeting Collin! Let us know how we can help!
- **Water Plant Upgrade Project Number Two:** Nothing new to report at this time, however we are still wondering if you would like to tour the plant at an upcoming meeting? We can chat about this at the May 23<sup>rd</sup> council meeting.
- **Wastewater Treatment Upgrade Options Study:** by the time you receive this report, we will have had our workshop, so we will hold off on any comments for now.
- **Town Entrance Sign:** Nothing new to report at this time. We are still trying to set up a meeting with National Signs in Red Deer.
- **Street Sweeping:** Our Public Works Team has completed all our spring street sweeping work and will be moving on to Clive Tuesday May 23<sup>rd</sup> and then on to Alix the week after.
- **Cemetery Maintenance:** **Outback did their first cut at the cemetery on Friday May 12<sup>th</sup>. They will be cutting it every week or so for the first month or so.**
- **Eckville Forhan & Andrews Ball Diamonds:** Our Public Works Team rented a ride on vibratory packer and packed the outfield at the Forhan Field on May 10<sup>th</sup>. While it didn't completely flatten the ground, it did make some improvement.  
As previously noted, we found a contractor who was able to start gopher control right away and my last report was that the field is 90% clear and the fields in the back are now the problem area. We will have him continue for a bit and bring him in again if needed. As of today, the field is clear they The Andrews outfield is badly infested by gophers and the holes that they dig.  
When we get caught up a bit, we should take a look at his operation agreement and likely look at the other agreements as well.

**Future / Planned Activities:**

- **Request for Speed Bumps in Lane on North Side of 54<sup>th</sup> Street Close:** We received a complaint from a landowner concerning the high speed of the traffic which uses this lane daily. This lane provides a short cut for residents from 55<sup>th</sup> Street Close who use this a quick route to 53<sup>rd</sup> street. The heavy volume of traffic, some of whom are traveling quickly, is causing dust to drift into yards and causing concerns that someone, adult or child, may be hit. The suggestions put forward were not to grade the lane as well as others or place two or three speed bumps across the lane. I would like to try installing a couple of speed bumps on the lane and I also think it might be a good idea to send out a polite letter to the residents of 55<sup>th</sup> Street Close asking for their cooperation.

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Management Report – May 23, 2023

- **Highway 11 Twinning Project Intersection Concern:** As you are likely aware Mayor Ebden was interviewed by the Red Deer Advocate and we received some very good coverage for our request. I have been busy on numerous other fronts and have not completed the letters to our neighboring municipalities, but I am working on them. I do believe that we should be waiting until the Provincial Election so that we can send a letter to the new Transportation Minister and coordinate the support request letters at the same time.
  
- **Repairs to the Lane behind the Town Office:** We are still trying to get some numbers from Fortis on costs to relocate the power poles and or bury some of the cable. It would also be good to have the “TimberGate” construct their new fence so that we see exactly where it is going and what things look like when it is up.  
We will continue to work on this and bring back recommendations as things unfold.
  
- **Replotting of Westview Lots:** We have sent out the mandatory notice letters to our various utility companies and agencies and we did not receive any appeals within the 21-day appeal period, so we will not submit the new plans to Land Titles. We are suggesting that the value of the two new lots, (Lots 30 & 31 – Block 4), be set at \$65,000 per lot.
  
- **New RV Dump Station:** Our new Sani Star RV Dump Station is now fully operational, but we have had some issues with the Token receiver. After Darcy and Troy reprogramed it two times, we learned that we may have the wrong tokens. We have received a couple of complaints, but this was anticipated when we decided to go with a pay for use system. We will continue to monitor the system and report back at the next meeting.
  
- **Medical Committee Meeting:** We held a Medical Committee meeting on May 10<sup>th</sup> at the Town Office. We did meet with one of the new owners of the Eckville Pharmacy and found that he had some good ideas and contacts. I will look to Councillors Engen and Meyers to report further at the May 23<sup>rd</sup> council meeting.
  
- **Communication Strategy – Municipal App:** The agreement has been signed by both parties. We are now awaiting a transition schedule from ‘Loop’ which will include training dates along with a migration plan. The process should be completed in the next 60 days.
  
- **Eckville Spray Park:** GLVT from Edmonton was out on Thursday May 11<sup>th</sup> and made the necessary repairs and touch ups. Our Public Works Team turned on the equipment late last week and it should have been ready for the long weekend.

**Information Items:**

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Jack Ramsden, CAO

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Darcy Webb, Deputy CAO

Batch ID: CHEQUES  
 Batch Comment: May 4, 2023

Audit Trail Code: PMCHQ00000814  
 Posting Date: 2023-05-04

Chequebook ID: ATB - GEN

Mtg. Date May 23, 2023

\* Voided Cheques

Agenda Item 7.2

| Cheque Number | Date       | Payment Number    | Vendor ID | Cheque Name                    | Amount      |
|---------------|------------|-------------------|-----------|--------------------------------|-------------|
| 026953        | 2023-05-04 | 00000000000022762 | ALL06     | ALL PRO Valve & Maintenance    | \$692.48    |
| 026954        | 2023-05-04 | 00000000000022763 | ATB001    | ATB Financial Mastercard       | \$3,901.52  |
| 026955        | 2023-05-04 | 00000000000022764 | AUM002    | AMSC Insurance Services Ltd.   | \$9,711.20  |
| 026956        | 2023-05-04 | 00000000000022765 | BLA004    | Blades Power Equipment         | \$375.41    |
| 026957        | 2023-05-04 | 00000000000022766 | CEN0015   | Central Alberta Window Cleanin | \$624.75    |
| 026958        | 2023-05-04 | 00000000000022767 | CEN04     | Central Labs                   | \$526.50    |
| 026959        | 2023-05-04 | 00000000000022768 | CIP01     | CIP Office Technology          | \$129.36    |
| 026960        | 2023-05-04 | 00000000000022769 | COL007    | Collicutt Energy               | \$565.49    |
| 026961        | 2023-05-04 | 00000000000022770 | DIA008    | Diane Eliuk                    | \$61.80     |
| 026962        | 2023-05-04 | 00000000000022771 | DRA002    | Drain Doctor                   | \$630.00    |
| 026963        | 2023-05-04 | 00000000000022772 | ECK01     | Eckville Recreation Board      | \$3,000.00  |
| 026964        | 2023-05-04 | 00000000000022773 | EMP001    | Empringham Disposal Corp.      | \$6,966.75  |
| 026965        | 2023-05-04 | 00000000000022774 | GTI001    | GTI Petroleum Ltd              | \$1,118.39  |
| 026966        | 2023-05-04 | 00000000000022775 | KEY001    | Key Agventures Inc             | \$1,062.21  |
| 026967        | 2023-05-04 | 00000000000022776 | LAC010    | Lacombe Regional Waste Service | \$620.00    |
| 026968        | 2023-05-04 | 00000000000022777 | LAP001    | LAPP                           | \$4,302.12  |
| 026969        | 2023-05-04 | 00000000000022778 | LIT002    | Little Jon's Portable Toilet S | \$567.00    |
| 026970        | 2023-05-04 | 00000000000022779 | MAP001    | Maple Leaf Consulting Inc.     | \$262.50    |
| 026971        | 2023-05-04 | 00000000000022780 | MED006    | Medicine River Crime Watch Soc | \$150.00    |
| 026972        | 2023-05-04 | 00000000000022781 | MES001    | Messer Canada INC.             | \$42.67     |
| 026973        | 2023-05-04 | 00000000000022782 | MIS001    | Missing Link Internet Inc.     | \$367.50    |
| 026974        | 2023-05-04 | 00000000000022783 | MNP001    | MNP                            | \$18,799.68 |
| 026975        | 2023-05-04 | 00000000000022784 | MRF001    | MRF Geosystems Corporation     | \$4,830.00  |
| 026976        | 2023-05-04 | 00000000000022785 | NEX002    | NextGen Automation             | \$558.16    |
| 026977        | 2023-05-04 | 00000000000022786 | OFF001    | Christie's Office Plus         | \$24.39     |
| 026978        | 2023-05-04 | 00000000000022787 | REC       | Receiver General               | \$18,975.24 |
| 026979        | 2023-05-04 | 00000000000022788 | RED007    | Red Deer Fasteners             | \$46.99     |
| 026980        | 2023-05-04 | 00000000000022789 | SHE005    | Sherry Meyers                  | \$61.80     |
| 026981        | 2023-05-04 | 00000000000022790 | SPA001    | Sparrows Auto Service Ltd      | \$191.95    |
| 026982        | 2023-05-04 | 00000000000022791 | TEL001    | Telus                          | \$1,088.35  |
| 026983        | 2023-05-04 | 00000000000022792 | THE002    | The Western Star               | \$367.50    |
| 026984        | 2023-05-04 | 00000000000022793 | TWO001    | Two H Group                    | \$630.00    |
| 026985        | 2023-05-04 | 00000000000022794 | WEL001    | Wells Fargo Equipment Fin Co   | \$241.06    |
| 026986        | 2023-05-04 | 00000000000022795 | WIL001    | Wild Rose Assessment Services  | \$1,424.15  |

Total Cheques: 34

Cheques Total: \$82,916.92

VOIDED.

Batch ID: CHEQUES  
 Batch Comment: cheque

Audit Trail Code: PMCHQ00000815  
 Posting Date: 2023-05-04

Chequebook ID: ATB - GEN

\* Voided Cheques

| Cheque Number | Date       | Payment Number   | Vendor ID | Cheque Name                    | Amount      |
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| 026987        | 2023-05-04 | 0000000000022796 | ALL06     | ALL PRO Valve & Maintenance    | \$692.48    |
| 026988        | 2023-05-04 | 0000000000022797 | ATB001    | ATB Financial Mastercard       | \$3,901.52  |
| 026989        | 2023-05-04 | 0000000000022798 | AUM002    | AMSC Insurance Services Ltd.   | \$9,711.20  |
| 026990        | 2023-05-04 | 0000000000022799 | BLA004    | Blades Power Equipment         | \$375.41    |
| 026991        | 2023-05-04 | 0000000000022800 | CEN0015   | Central Alberta Window Cleanin | \$624.75    |
| 026992        | 2023-05-04 | 0000000000022801 | CEN04     | Central Labs                   | \$526.50    |
| 026993        | 2023-05-04 | 0000000000022802 | CIP01     | CIP Office Technology          | \$129.36    |
| 026994        | 2023-05-04 | 0000000000022803 | COL007    | Collicutt Energy               | \$565.49    |
| 026995        | 2023-05-04 | 0000000000022804 | DIA008    | Diane Eliuk                    | \$61.80     |
| 026996        | 2023-05-04 | 0000000000022805 | DRA002    | Drain Doctor                   | \$630.00    |
| 026997        | 2023-05-04 | 0000000000022806 | ECK01     | Eckville Recreation Board      | \$3,000.00  |
| 026998        | 2023-05-04 | 0000000000022807 | EMP001    | Empringham Disposal Corp.      | \$6,966.75  |
| 026999        | 2023-05-04 | 0000000000022808 | GTI001    | GTI Petroleum Ltd              | \$1,118.39  |
| 027000        | 2023-05-04 | 0000000000022809 | KEY001    | Key Agventures Inc             | \$1,062.21  |
| 027001        | 2023-05-04 | 0000000000022810 | LAC010    | Lacombe Regional Waste Service | \$620.00    |
| 027002        | 2023-05-04 | 0000000000022811 | LAP001    | LAPP                           | \$4,302.12  |
| 027003        | 2023-05-04 | 0000000000022812 | LIT002    | Little Jon's Portable Toilet S | \$567.00    |
| 027004        | 2023-05-04 | 0000000000022813 | MAP001    | Maple Leaf Consulting Inc.     | \$262.50    |
| 027005        | 2023-05-04 | 0000000000022814 | MED006    | Medicine River Crime Watch Soc | \$150.00    |
| 027006        | 2023-05-04 | 0000000000022815 | MES001    | Messer Canada INC.             | \$42.67     |
| 027007        | 2023-05-04 | 0000000000022816 | MIS001    | Missing Link Internet Inc.     | \$367.50    |
| 027008        | 2023-05-04 | 0000000000022817 | MNP001    | MNP                            | \$18,799.68 |
| 027009        | 2023-05-04 | 0000000000022818 | MRF001    | MRF Geosystems Corporation     | \$4,830.00  |
| 027010        | 2023-05-04 | 0000000000022819 | NEX002    | NextGen Automation             | \$558.16    |
| 027011        | 2023-05-04 | 0000000000022820 | OFF001    | Christie's Office Plus         | \$24.39     |
| 027012        | 2023-05-04 | 0000000000022821 | REC       | Receiver General               | \$18,975.24 |
| 027013        | 2023-05-04 | 0000000000022822 | RED007    | Red Deer Fasteners             | \$46.99     |
| 027014        | 2023-05-04 | 0000000000022823 | SHE005    | Sherry Meyers                  | \$61.80     |
| 027015        | 2023-05-04 | 0000000000022824 | SPA001    | Sparrows Auto Service Ltd      | \$191.95    |
| 027016        | 2023-05-04 | 0000000000022825 | TEL001    | Telus                          | \$1,088.35  |
| 027017        | 2023-05-04 | 0000000000022826 | THE002    | The Western Star               | \$367.50    |
| 027018        | 2023-05-04 | 0000000000022827 | TWO001    | Two H Group                    | \$630.00    |
| 027019        | 2023-05-04 | 0000000000022828 | WEL001    | Wells Fargo Equipment Fin Co   | \$241.06    |
| 027020        | 2023-05-04 | 0000000000022829 | WIL001    | Wild Rose Assessment Services  | \$1,424.15  |

Total Cheques: 34

Cheques Total: \$82,916.92

System: 2023-05-18 1:02:20 PM  
User Date: 2023-05-18

Town Of Eckville  
COMPUTER CHEQUE REGISTER  
Payables Management

Page: 1  
User ID: Heather

Batch ID: CHEQUES  
Batch Comment: cheques

Audit Trail Code: PMCHQ00000817  
Posting Date: 2023-05-18

Chequebook ID: ATB - GEN

\* Voided Cheques

| Cheque Number | Date       | Payment Number   | Vendor ID | Cheque Name                    | Amount      |
|---------------|------------|------------------|-----------|--------------------------------|-------------|
| 027022        | 2023-05-18 | 0000000000022831 | 241001    | 241577 Alberta Ltd.            | \$319.67    |
| 027023        | 2023-05-18 | 0000000000022832 | AMS001    | AMSC                           | \$16,797.85 |
| 027024        | 2023-05-18 | 0000000000022833 | ANI001    | 327241 Alberta Ltd.            | \$1,121.40  |
| 027025        | 2023-05-18 | 0000000000022834 | ARC003    | Archon IT Services Ltd.        | \$2,615.70  |
| 027026        | 2023-05-18 | 0000000000022835 | AUM003    | AUMA                           | \$433.61    |
| 027027        | 2023-05-18 | 0000000000022836 | BLA004    | Blades Power Equipment         | \$32.55     |
| 027028        | 2023-05-18 | 0000000000022837 | CAN11     | Canadian Linen and Uniform Ser | \$286.47    |
| 027029        | 2023-05-18 | 0000000000022838 | CEN04     | Central Labs                   | \$351.00    |
| 027030        | 2023-05-18 | 0000000000022839 | CHA004    | Chapman Riebeek LLP            | \$83.48     |
| 027031        | 2023-05-18 | 0000000000022840 | CIP01     | CIP Office Technology          | \$129.36    |
| 027032        | 2023-05-18 | 0000000000022841 | CLE002    | Cleartech Industries Inc.      | \$267.10    |
| 027033        | 2023-05-18 | 0000000000022842 | COP002    | Copies Now                     | \$43.31     |
| 027034        | 2023-05-18 | 0000000000022843 | ECK117    | Eckville Fire Department       | \$500.00    |
| 027035        | 2023-05-18 | 0000000000022844 | ERI002    | Erin Arbeau                    | \$50.00     |
| 027036        | 2023-05-18 | 0000000000022845 | EVE003    | Everything H2O                 | \$32.50     |
| 027037        | 2023-05-18 | 0000000000022846 | FOO002    | Foothills Energy Services      | \$433.13    |
| 027038        | 2023-05-18 | 0000000000022847 | HOT001    | Hotsy Cleaning Systems         | \$142.79    |
| 027039        | 2023-05-18 | 0000000000022848 | LAC001    | Lacombe County                 | \$9,201.89  |
| 027040        | 2023-05-18 | 0000000000022849 | LO01      | Loop                           | \$11,891.25 |
| 027041        | 2023-05-18 | 0000000000022850 | NEX002    | NextGen Automation             | \$596.75    |
| 027042        | 2023-05-18 | 0000000000022851 | PAP001    | Best Shredding                 | \$823.68    |
| 027043        | 2023-05-18 | 0000000000022852 | PER001    | Performance Tire & Auto Ltd.   | \$11.82     |
| 027044        | 2023-05-18 | 0000000000022853 | STU001    | Stuart Carde                   | \$97.16     |
| 027045        | 2023-05-18 | 0000000000022854 | SUN005    | Sunbelt Rentals                | \$450.77    |
| 027046        | 2023-05-18 | 0000000000022855 | THE002    | The Western Star               | \$735.00    |

Total Cheques: 25

Cheques Total: \$47,448.24

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Mtg. Date May 23, 2023  
Agenda Item 7.3

May 2, 2023

Town of Eckville  
PO Box 578  
Eckville, Alberta  
T0M 0X0

Attention: Jack Ramsden, Chief Administrative Officer

Subject: Renewal of Electric Distribution System Franchise Agreement, dated [January 1, 2015], between FortisAlberta Inc. ("**FortisAlberta**") and the Town of Eckville (the "**Municipality**") (the "**Agreement**").

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

Please be advised that the Initial Term of the Agreement is scheduled to expire on December 31, 2024, and FortisAlberta, pursuant to Article 3 of the Agreement, hereby provides the Municipality with written notice of its intention to renew the Agreement.

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

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

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

Acknowledged and agreed to:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Town of Eckville

May 2, 2023

Page | 2

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

Sincerely,

*Kayla C. Law*

Kayla Law  
Stakeholder Relations Manager

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BYLAW NO. 718/14

TOWN OF ECKVILLE, IN THE PROVINCE OF ALBERTA

related to the

**ELECTRIC DISTRIBUTION SYSTEM  
FRANCHISE AGREEMENT**



Municipal Bylaw  
BYLAW NO. 718/14  
OF THE TOWN OF ECKVILLE, IN THE  
PROVINCE OF ALBERTA (the "**Municipality**")

A Bylaw of the Municipality to authorize the Mayor and the Chief Administrative Officer to enter into an agreement granting FortisAlberta Inc. (the "**Company**"), the right to provide distribution access services within the Municipality.

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

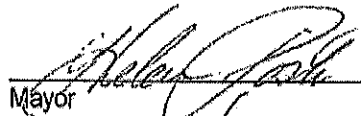
WHEREAS the Council of the Municipality and the Company have agreed to enter into an Electric Distribution System Franchise Agreement (the "**Agreement**"), in the form annexed hereto;

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:

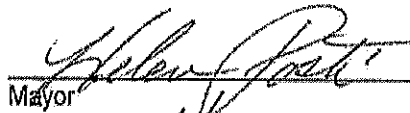
- 1) THAT the Electric Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Electric Distribution System Franchise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

Read a First time in Council assembled this 28 day of APRIL, 2014.

  
\_\_\_\_\_  
Mayor

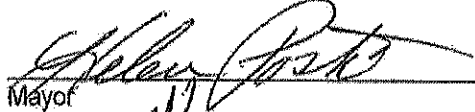
  
\_\_\_\_\_  
Chief Administrative Officer

Read a Second time in Council assembled this 28 day of APRIL, 2014.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

Read a Third time in Council assembled and passed this 14 day of JULY, 2014.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Chief Administrative Officer

(seal)

This is Schedule "A" referred to in the attached Bylaw No. 718/14  
of the Town of Eckville

**ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

**BETWEEN**

**TOWN OF ECKVILLE**

---

**- AND -**

**FORTISALBERTA INC.**

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**ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

THIS AGREEMENT made effective the 1<sup>st</sup> day of January, 2015.

**BETWEEN:**

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

**WHEREAS:**

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

**NOW THEREFORE:**

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

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## 1) DEFINITIONS AND INTERPRETATION

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

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

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

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

## **2) TERM**

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

- a) 1<sup>ST</sup> day of January, 2015 or
- b) the first day after both of the following have occurred:
  - i) Commission approval of this Agreement; and
  - ii) the Municipality having passed third reading of the applicable adopting bylaw 718/14

## **3) EXPIRY AND RENEWAL OF AGREEMENT**

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

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

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

#### 4) GRANT OF FRANCHISE

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

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

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

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

**b) The Company agrees to:**

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

**5) FRANCHISE FEE**

**a) Calculation of Franchise Fee**

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

For the first (1<sup>st</sup>) calendar year of the Term of this Agreement, the franchise fee percentage shall be 10 percent (10%).

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

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

**b) Adjustment to Franchise Fee**

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

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

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

**c) Franchise Fee Cap**

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

**d) Adjustment to Franchise Fee Cap**

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

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

**e) Payment of Franchise Fee**

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

**f) Reporting Considerations**

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

**6) CORE SERVICES**

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

**7) PROVISION OF EXTRA SERVICES**

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

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

**8) MUNICIPAL TAXES**

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

**9) RIGHT TO TERMINATE ON DEFAULT**

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

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

## **10) SALE OF DISTRIBUTION SYSTEM**

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

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

## **1.1) STREET LIGHTING**

### **a) Investment Option Rate**

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

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

#### **i) In the event that:**

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

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

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

ii) If:

A. the Municipality requests street lighting that is not part of the standard offering of the Company at the time;

B. the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable request, has ceased to be part of the standard street lighting offering of the Company; or

C. the Municipality converts nonstandard street lighting that is not part of the standard offering of the Company at the time to investment option rate street lighting under Article 11c) below;

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

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

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

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

**b) No-Investment Option Rate**

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

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

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

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

Where:

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

N = the age of the street light in years.

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

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

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**d) Street Light Rates**

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

**e) Municipality Owned Street Lighting**

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

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

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

**f) Street Light Inventory**

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

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

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

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

**g) Detailed Street Light Patrol**

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

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

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

**12) INCREASE IN MUNICIPAL BOUNDARIES**

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

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

the Municipality shall have the right to:

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

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

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

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

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

### **13) RIGHT OF FIRST REFUSAL TO PURCHASE**

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

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

#### **14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM**

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

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

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

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

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

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

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

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

**b) Restoration of Municipal Property**

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

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

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

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

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

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

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

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

**e) Revised Plans and Specifications**

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

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



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

**f) Approvals**

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

**15) RESPONSIBILITIES FOR COST OF RELOCATIONS**

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

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

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

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

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

**16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE**

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

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

**17) JOINT USE OF DISTRIBUTION SYSTEM**

**a) Municipal Use**

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

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

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



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

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

**b) Third Party Use and Notice**

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

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

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

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

**c) Cooperation**

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

**d) Payment**

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

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

**e) Provision of Agreements**

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

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

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

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

**f) Compensation for Costs**

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

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**18) MUNICIPALITY AS RETAILER**

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

**19) RECIPROCAL INDEMNIFICATION AND LIABILITY**

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

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

## 20) ASSIGNMENT

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

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

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

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

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

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

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

## 21) NOTICES

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

a) To the Company:

FortisAlberta Inc.  
Address: 3802-48th Street  
Facsimile: (866) 352-4023  
Attention: Stan Orlesky, Supervisor, Stakeholder Relations Manager

With a copy to:

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

b) To the Municipality:

Municipality: Town of Eckville  
Address: 5023-51 Avenue Eckville, AB T0M 0X0  
Facsimile: (403)746-2900  
Attention: Mr. Jack Ramsden, Chief Administrative Officer

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

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

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

## 22) DISPUTE SETTLEMENT

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

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

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

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

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

**23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE**

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

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

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

**24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT**

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

**25) FORCE MAJEURE**

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

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

**26) TERMS AND CONDITIONS**

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

**27) NOT EXCLUSIVE AGAINST HER MAJESTY**

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

**28) SEVERABILITY**

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

**29) AMENDMENTS**

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

**30) DISSOLUTION**

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

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





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

**31) WAIVER**

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

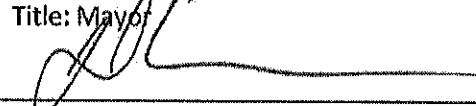
**32) CONFIDENTIALITY**

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


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

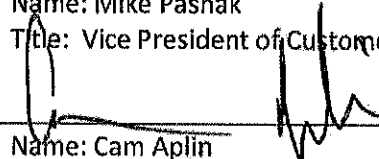
**MUNICIPALITY**

PER:   
Name: Ms. Helen Postl  
Title: Mayor

PER:   
Name: Mr. Jack Ramsden  
Title: Chief Administrative Officer  
(Bylaw attached)

**FORTISALBERTA INC.**

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

PER:   
Name: Cam Apin  
Title: Vice President, Field Operations

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## SCHEDULE "A"

### *Core Services*

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

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

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

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

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

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

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

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

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**SCHEDULE "B"**

*Extra Services*

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

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## SCHEDULE "C"

### Street Lighting

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

- e) **Street light Pole Test Program:** Street lights will be tested at least every nine (9) years as part of the Company's Pole Test Program. This program will identify poles that need to be replaced and those that should be treated. This replacement and treatment work will be completed by October 31<sup>st</sup> of the next summer maintenance season.
- f) **Street light Patrols:** The Company will include regular street light inspection patrols as part of its inspection of equipment and lines, as specified in the Alberta Electrical Utility Code.

2) On an annual basis, the Company will provide the Municipality with:

- i) the number of "lights-out" identified from the street light patrols;
- ii) the number of temporary overhead repairs of street lights at year-end; and
- iii) the number of permanent underground repairs of street lights made during the year.

MAY 23 AGENDA

# CPO REPORT

Town of Eckville

2022/23

Mtg. Date May 23, 2023  
Agenda Item 7.4



MAY 9, 2023

Lacombe County – CPO Services  
Prepared by: Mark Sproule, Manager

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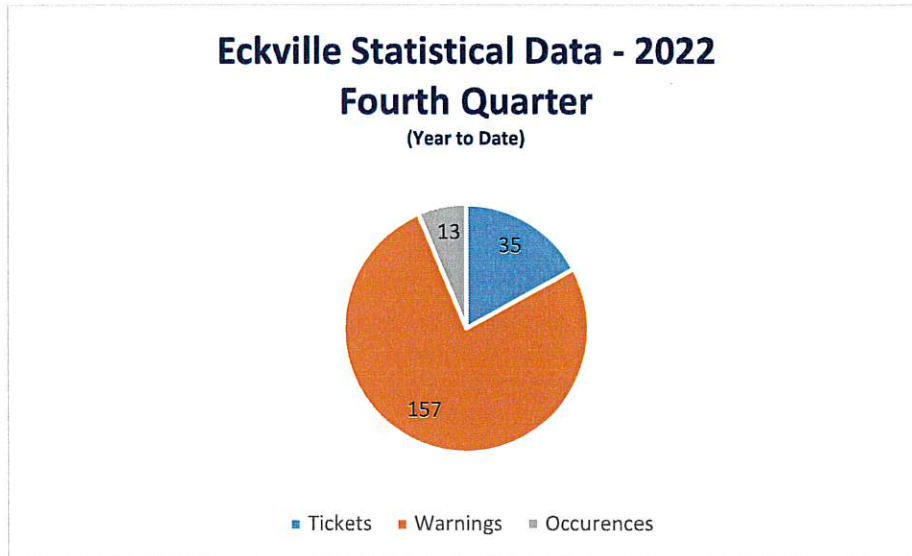




**STATISTICAL OVERVIEW**



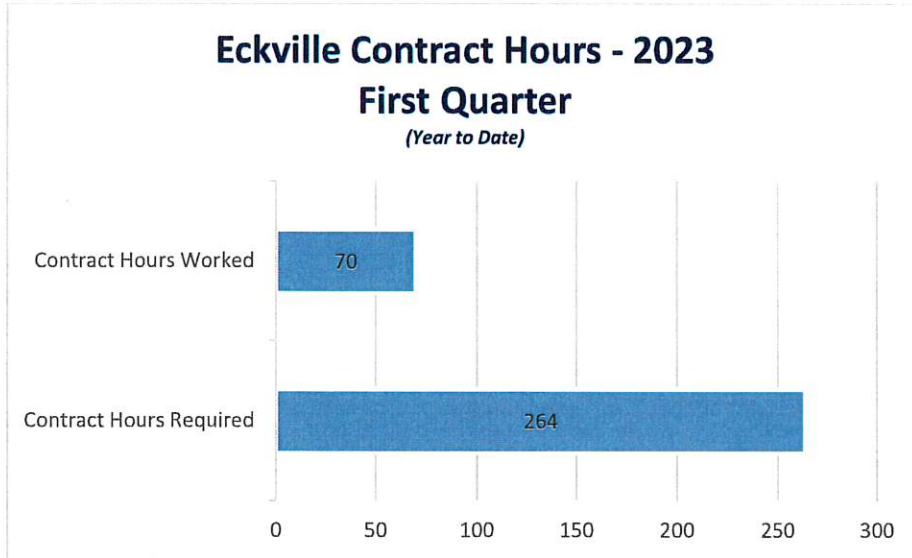
*'2022 Peace Officer Services, Schedule E of the Peace Officer Services Agreement.'*



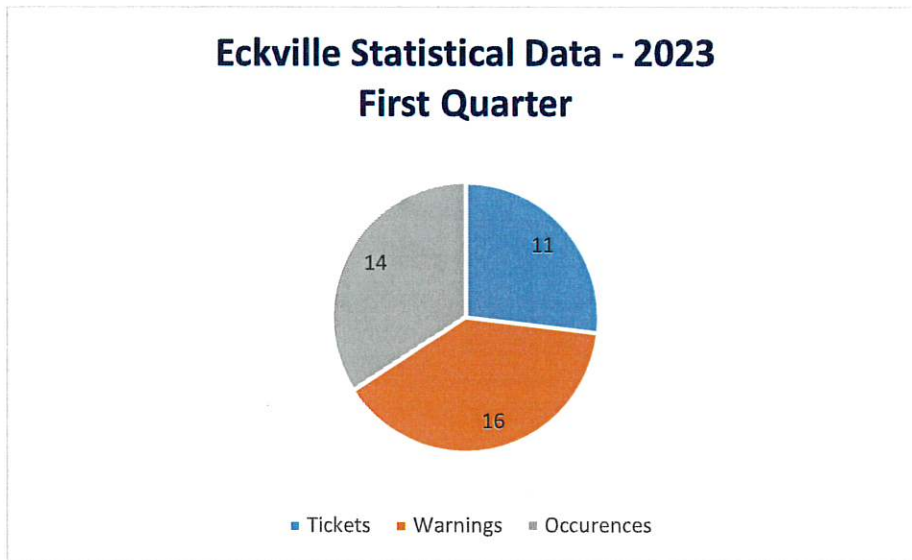
*'Data collected from January 1<sup>st</sup>, 2022 – December 31<sup>st</sup>, 2022 as per Section 11, Peace Officer Service Agreement.'*

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**STATISTICAL OVERVIEW**



*'2023 Peace Officer Services, Schedule E of the Peace Officer Services Agreement.'*



*'Data collected from January 1<sup>st</sup>, 2023 – March 31<sup>st</sup>, 2023 as per Section 11, Peace Officer Service Agreement.'*

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## PEACE OFFICER HIGHLIGHTS

CPO Services was short an officer for approximately 6 months last year, and we were able to hire a brand-new officer in November of last year. When you see her, please welcome Peace Officer Emily Mahowich as the newest member of CPO Services. Unfortunately, because of this staffing shortage we were unable to meet all of the contracted hours however, we are on track for 2023.

Bylaw enforcement continues to take up a large amount of time while in the Town. The clearing of snow continues to be at the forefront for issues. During 2022, 1 Violation Ticket and a total of 84 warnings were issued for Bylaw infractions. Education remains the number one tool in dealing with municipal compliance and we have had good success with this approach.

As 2023 progresses, we continue to follow the Provincial Traffic Safety Plan in regard to traffic enforcement and traffic safety. Officers have organized a number of Joint Force Operations to help raise education and ensure safety within the community. Throughout the year motorists were ticketed and warned for a variety of offences including, speeding, failing to stop at stop signs, failing to ensure children were properly secured in their seatbelts, unregistered motor vehicles, and many others.

In our partnership with Wolf Creek Public Schools, our School Resource Officer is doing tremendous work engaging our students and helping to create a positive environment within our schools. Last year a variety of presentations were delivered to students ranging from Online Safety, Bullying Awareness, Bike Safety, Drug/Alcohol Awareness, Overcoming Adversity, Summer Safety, and Rail Safety.

Thank you for your continued support within the Town of Eckville. If you have any questions relating to Peace Officer service delivery, please do not hesitate to contact me.

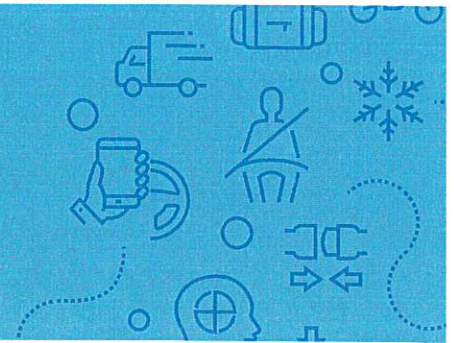
Prepared and submitted by,



Mark Sproule  
Manager – CPO Services  
Lacombe County

# Alberta Traffic Safety Calendar

Alberta Transportation



January

## Intersection safety



Winter driving  
Alcohol and drug impairment  
Fatigue

February

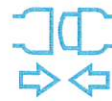
## Distracted driving



Winter driving  
Fatigue

March

## Seatbelts



Aggressive drivers  
Fatigue

April

## Speed



Aggressive drivers  
Motorcycles

May

## Motorcycle safety



Cycling  
Alcohol and drug impairment  
Construction zones  
Off-highway vehicles  
New drivers

June

## Commercial vehicle safety



Cycling  
Construction zones  
Off-highway vehicles  
Fatigue

July

## Impaired driving



Cycling  
Construction zones  
Off-highway vehicles

August

## New drivers



Cycling  
Alcohol and drug impairment  
Aggressive drivers  
Motorcycles

September

## Back to school



Cycling  
Alcohol and drug impairment  
Speed

October

## Pedestrian safety



Wildlife  
Fatigue

November

## Child safety seats



Pedestrian safety  
Wildlife  
Winter driving

December

## Impaired driving



Winter driving  
Fatigue

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ANIMAL CONTROL SERVICES o/a 327241 Alberta Ltd  
BILLING SUMMARY

Mtg. Date May 23, 2023

Agenda Item 7.5

MONTH OF SERVICE April 2023

MUNICIPALITY ECKVILLE

| DATE | HOURS | TOTAL | COST   | COMPLAINT | RTO | ADOPT | COST |
|------|-------|-------|--------|-----------|-----|-------|------|
| 1    |       |       | 0.00   |           |     |       |      |
| 2    |       |       | 0.00   |           |     |       |      |
| 3    | 2-4   | 2     | 178.00 |           |     |       |      |
| 4    |       |       | 0.00   |           |     |       |      |
| 5    |       |       | 0.00   |           |     |       |      |
| 6    | 2-4   | 2     | 178.00 |           |     |       |      |
| 7    |       |       | 0.00   |           |     |       |      |
| 8    |       |       | 0.00   |           |     |       |      |
| 9    |       |       | 0.00   |           |     |       |      |
| 10   |       |       | 0.00   |           |     |       |      |
| 11   |       |       | 0.00   |           |     |       |      |
| 12   |       |       | 0.00   |           |     |       |      |
| 13   |       |       | 0.00   |           |     |       |      |
| 14   |       |       | 0.00   |           |     |       |      |
| 15   |       |       | 0.00   |           |     |       |      |
| 16   |       |       | 0.00   |           |     |       |      |
| 17   |       |       | 0.00   |           |     |       |      |
| 18   | 1-3   | 2     | 178.00 |           |     |       |      |
| 19   |       |       | 0.00   |           |     |       |      |
| 20   | 8-10  | 2     | 178.00 |           |     |       |      |
| 21   |       |       | 0.00   |           |     |       |      |
| 22   | 4-6   | 2     | 178.00 |           |     |       |      |
| 23   |       |       | 0.00   |           |     |       |      |
| 24   |       |       | 0.00   |           |     |       |      |
| 25   |       |       | 0.00   |           |     |       |      |
| 26   | 9-11  | 2     | 178.00 |           |     |       |      |
| 27   |       |       | 0.00   |           |     |       |      |
| 28   |       |       | 0.00   |           |     |       |      |
| 29   |       |       | 0.00   |           |     |       |      |
| 30   |       |       | 0.00   |           |     |       |      |
| 31   |       |       | 0.00   |           |     |       |      |

|              |    |            |
|--------------|----|------------|
| PATROL COSTS | 12 | \$1,068.00 |
| IMPOUND FEES |    | \$0.00     |
| SUBTOTAL     |    | \$1,068.00 |
| GST          |    | \$53.40    |
| TOTAL        |    | \$1,121.40 |

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Date  
May 8 23

**Lacombe County Fire Service**  
40403 Range Road 27-4, Lacombe County Lacombe AB T4L 2N3  
PH : 403-782-8959

Mtg. Date May 23, 2023  
Agenda Item 9.1

**Incident Summary**  
**From Jan 1 23 to Mar 31 23**

| Date/No.                                  | Address/Type  | Minutes        | Responders | Injuries | Fatalities |
|---|---|----------------|------------|----------|------------|
| Jan 1 23 17:32:59                         | Hwy 11 and Rge Rd 32a, LACOMBE COUNTY                       | 120            | 5          |          |            |
| 07-23-0001                                | <b>Vehicle Accident</b>                                     |                |            |          |            |
| Jan 16 23 18:48:39                        | 5203 54th Ave, ECKVILLE                                     | 13             | 0          |          |            |
| 07-23-0004                                | <b>False Alarm - miscellaneous</b>                          |                |            |          |            |
| Jan 20 23 01:35:29                        | Hwy 766, LACOMBE COUNTY                                     | 102            | 5          |          |            |
| 07-23-0002                                | <b>Vehicle Accident</b>                                     |                |            |          |            |
| Jan 23 23 07:42:44                        | Hwy 766, LACOMBE COUNTY                                     | 104            | 4          |          |            |
| 07-23-0003                                | <b>Vehicle Accident</b>                                     |                |            |          |            |
| Feb 8 23 13:56:14                         | 1 38351 Rng Rd 20 -Old, SYLVAN LAKE RURAL                   | 59             | 4          |          |            |
| 07-23-0005                                | <b>Public Service - assist police, EMS, or other agency</b> |                |            |          |            |
| Feb 9 23 18:27:03                         | Rge Rd 31, LACOMBE COUNTY                                   | 132            | 6          |          |            |
| 07-23-0006                                | <b>Fire - rubbish or grass fire (no dollar loss)</b>        |                |            |          |            |
| Feb 16 23 22:48:21                        | 39321 Rge Rd 24, LACOMBE COUNTY                             | 65             | 7          |          |            |
| 07-23-0007                                | <b>Alarm No Fire - accidental miscellaneous</b>             |                |            |          |            |
| Feb 20 23 06:42:42                        | Hwy 766, LACOMBE COUNTY                                     | 113            | 4          |          |            |
| 07-23-0008                                | <b>Vehicle Accident</b>                                     |                |            |          |            |
| Feb 20 23 14:27:32                        | Rge Rd 34, LACOMBE COUNTY                                   | 99             | 8          |          |            |
| 07-23-0009                                | <b>Fire - Structure</b>                                     |                |            |          |            |
| Feb 25 23 16:18:36                        | 39321 Rge Rd 24, LACOMBE COUNTY                             | 87             | 4          |          |            |
| 07-23-0010                                | <b>Alarm No Fire - unknown odours investigated</b>          |                |            |          |            |
| Feb 26 23                                 | 5103 54 Av, ECKVILLE  | 480            | 4          |          |            |
| 07-23-0011                                | <b>Alarm No Fire - accidental miscellaneous</b>             |                |            |          |            |
| Mar 29 23 08:35:41                        | Rge Rd 31, LACOMBE COUNTY                                   | 83             | 9          |          |            |
| 07-23-0012                                | <b>Vehicle Accident</b>                                     |                |            |          |            |
| 12 incidents for Eckville Fire Department |   | 24 hrs 17 mins | 60         |          |            |
|   |   | 24 hrs 17 mins | 60         |          |            |

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Date  
May 8 23

**Lacombe County Fire Service**  
40403 Range Road 27-4, Lacombe County Lacombe AB T4L 2N3  
PH : 403-782-8959

Page 1 of 1

**Totals by Geographic Location**  
**From Jan 1 23 to Mar 31 23**

| Response Type   | # of Incidents | Staff Hours | Average Resp. Time |
|---|----------------|-------------|--------------------|
| <b>Town of Eckville</b>                                 |                |             |                    |
| 70 Alarm No Fire - accidental miscellaneous             | 1              | 0 h 28 m    |                    |
| 89 False Alarm - miscellaneous                          | 1              | 0 h 0 m     |                    |
| <b>Total For Town of Eckville:</b>                      |                | 2           | 0 h 28 m           |
| <b>Lacombe County - Eckville</b>                        |                |             |                    |
| 10 Fire - Structure                                     | 1              | 11 h 4 m    | 16.43              |
| 12 Fire - rubbish or grass fire (no dollar loss)        | 1              | 13 h 12 m   | 22.18              |
| 31 Vehicle Accident                                     | 5              | 41 h 44 m   | 19.86              |
| 63 Public Service - assist police, EMS, or other agency | 1              | 3 h 48 m    | 20.78              |
| 70 Alarm No Fire - accidental miscellaneous             | 1              | 7 h 35 m    | 17.28              |
| 75 Alarm No Fire - unknown odours investigated          | 1              | 5 h 48 m    | 19.77              |
| <b>Total For Lacombe County - Eckville:</b>             |                | 10          | 83 h 11 m 19.58    |
| <b>Total Number of Responses</b>                        |                | 12          | 83 h 39 m          |

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## Kristina Martinek

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**From:** Jack Ramsden  
**Sent:** May 1, 2023 7:52 PM  
**To:** Colleen Ebden  
**Cc:** Darcy Webb; Kristina Martinek  
**Subject:** FW: LRT Bulletin - May 2023

mtg. Date May 23, 2023  
Agenda Item 9.2

Hi Kristina

Can you please print this off and include it as information in our May 8<sup>th</sup> Council agenda.

Thanks

Jack

**From:** Austin Weaver <executivedirector@lacombetourism.com>  
**Sent:** Monday, May 1, 2023 2:10 PM  
**To:** Jack Ramsden <jackramsden@eckville.com>  
**Subject:** LRT Bulletin - May 2023

Lacombe Regional Tourism News Bulletin - May 2023

## Director's Message

May is here and with the Summer visitor season only two months away we can't help but feel excited. We've been successful once more in securing grant funding from Travel Alberta to help promote our region. New business members are joining us consistently and we are actively working on releasing our Route 12 guide.

We would also like to thank all that attended the Annual General Meeting and welcome Alida Prins, of the Gull Lake Honey Company to the Board of Directors. Our social media streams will soon switch from Winter content to Summer, and we are looking forward to gathering more.

We are also excited to announce that we have confirmed five paid media visits from travel influencers scheduled for 2023, as well as a promotional campaign with Family Fun Canada booked. We are also exploring advertising options with Culinaire Magazine and expanding on our touring and exploring content.

I can't say this enough but I am proud to represent this region and eager to continue to attract visitors to the area. I'd also like to welcome Neuron E-Scooters to the region and thank the board for their continued support in our mission to make the area a "hyper-local" destination of choice for Albertans.



Best Regards

Austin Weaver

Executive Director

Lacombe Regional Tourism Association



[Click Here to E-mail Austin Weaver](#)

## Renew Your Membership Online for 2023!

As identified in 2022 the need to shift membership renewals to a digital format was a key priority for the organization. We can now proudly say that you can renew your non-profit and business membership for 2023 online through the Lacombe Regional Tourism Website.

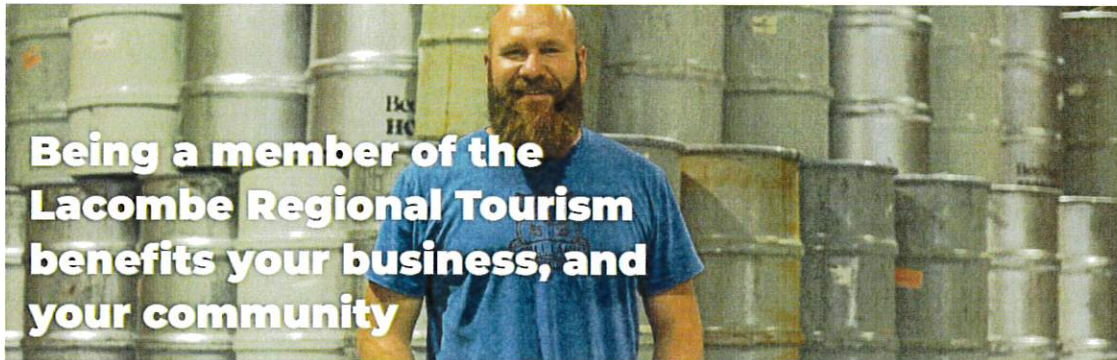
Members enjoy a number of benefits including:

- A business profile on our website
- Event listings on our event calendar
- Access to marketing opportunities
- Basic Social Media guide that includes 35 "post ready" images
- Social Media Content shares on the Lacombe Regional Tourism Page
- A vote at the AGM and eligible to become a board member

A handwritten signature or set of initials in the bottom right corner of the page, consisting of a stylized, cursive 'A' and 'W'.

- Sales leads and referrals
- Brochure distribution

If you have more questions about renewing or know a business that should be a member? Please connect with Austin Weaver, Executive Director for Lacombe Regional Tourism.



[Click to Renew Your Membership for 2023](#)

## Pro Bull Riding Returns to Lacombe for 2023

The first and second Lacombe Pro Bull Riding events sold out and now you can be part of The 3rd annual Lacombe Pro Bull Riding July 29th, 2023. In partnership with Lacombe and District Agricultural Society, the Lacombe Pro Bull Riding will also include a cabaret with live entertainment following the bull riding.

Proceeds from the Lacombe Pro Bull Riding event and cabaret will be donated back to the Lacombe and District Agricultural Society, making this a great chance for you to showcase your support of our community.

For more information please contact Colleen Shippelt at [Lrabullevent@gmail.com](mailto:Lrabullevent@gmail.com)

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[Click here to become an Event Sponsor](#)

## Upcoming Community Engagement Session in the Village of Alix

The Lacombe Regional Tourism Association will be in the Village of Alix on May 16th, 2023 to present to the Alix Chamber of Commerce and its members on the value of tourism and Lacombe Regional Tourism activities in the area.

If you'd like to learn more about this presentation or request one for your community, please connect directly with Austin Weaver, Executive Director at Lacombe Regional Tourism.



[Click Here to Request More Information or a Presentation](#)



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**Our mailing address is:**  
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Registration is now open for Alberta Municipalities' Summer 2023 Municipal Leaders' Caucuses! This year, Alberta Municipalities is visiting the following five communities:

- June 13 – Diamond Valley
- June 14 – Delburne
- June 20 – Wembley
- June 21 – St. Paul
- June 22 – Spruce Grove (also offered virtually)

Mtg. Date May 23, 2023  
Agenda Item 9.3

Exact locations within the municipalities are being finalized, and attendees will be contacted directly with addresses.

Caucus will consist of a one-day program and the agenda will be the same at all locations. The agenda will run from 10:00 a.m. to 3:00 p.m. each day, Registration for in-person attendance is \$105 for the day and includes light breakfast refreshments and lunch. The agenda is attached for your review.

The session on June 22 will be streamed on Zoom to allow for members to participate who are not able to attend in-person, at a cost of \$50.

If you have any other questions, please email [events@abmunis.ca](mailto:events@abmunis.ca). We look forward to seeing you there.

**Cathy Heron | President**

E: [president@abmunis.ca](mailto:president@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.*

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## Agenda for Summer 2023 Municipal Leaders' Caucus

*\*Subject to change*

*Exact locations within the municipalities are being finalized and will be updated once all are confirmed.*

*Registrants will be notified via email.*

|         |                |
|---------|----------------|
| June 13 | Diamond Valley |
| June 14 | Delburne       |
| June 20 | Wembley        |
| June 21 | St. Paul       |
| June 22 | Spruce Grove   |

|            |   |
|------------|---|
| 10:00 a.m. | Opening Remarks   |
| 10:05 a.m. | Welcome from the Mayor of the Host Municipality   |
| 10:10 a.m. | Welcome from MLA of the Host Constituency   |
| 10:15 a.m. | Icebreaker Activity   |
| 10:30 a.m. | Session I - Election Debrief  |
| 10:45 a.m. | President's Report (LGFF, EPR, MFR)   |
| 11:00 a.m. | Session II - The Future of Municipal Government: Recommendations to Enhance Collaboration |
| 12:00 p.m. | Lunch   |
| 1:00 p.m.  | Session III - The Best Dam Session: Water Management Principles                           |
| 2:00 p.m.  | Session IV (locally led)  |
| 2:55 p.m.  | Closing Remarks   |



Dear CAO's:

Thank you to those of you who participated in our conversation in early March and provided thoughtful suggestions for improving the proposed PCPS funding model.

The concerns we heard included:

- Higher costs create barriers, especially for our smallest members and we could end up losing some members.
- The challenge of paying for something without tangible benefits; the current funding model is a retainer system and creates a credit to drawn down, while the new approach would involve a membership fee plus hourly rates.
- It would be helpful to add value in some way; including the SDAB membership (\$480 per year) was suggested.
- Municipalities would like to know how the new funding model would be phased in.

We have refined the proposal and received endorsement from the Board to move forward. The changes are as follows:

- We re-examined the financial requirements, and reduced the proposed membership fees across the board. The lowest membership cost is now planned at \$1,250 per year.
- We have included the SDAB fees in the membership fee, which means that the net cost of a Tier Two membership for our smallest communities would be \$770 per year, and relative to market rates, the membership cost would be recovered with the use of just 31 hours' worth of PCPS services.
- Existing projects that are currently underway and those for which a proposal has been provided will be completed at the current rates (\$150 per hour for members).

Please review the attached document carefully. It represents a summation of the work done to date and lays out the costs and benefits of being a member of Parkland Community Planning Services.

We would appreciate it if you could take this to your respective Councils and ask for their approval in principle. We would like to confirm this approach at the AGM in late June, with a view to having new agreements in place in 2024.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Woitt", is written over a light blue grid background.

Ken Woitt  
Director, PCPS



# Parkland Community Planning Services

## New Funding Model May 2023

### Executive Summary

Parkland Community Planning Services has existed in its present form since 1995. It is an intermunicipal services agency, providing professional land use planning and development services to a roster of member municipalities and other clients. It is in essence a non-profit consultancy, owned by its members.

PCPS has a reputation for professionalism and quality work. However, PCPS has gone through challenging times in the past and struggled to ensure financial viability. In 2022, projected workload was very positive, but the agency has struggled to recruit and retain qualified staff in a labour market that clearly favours skilled workers. In addition, the long serving director of PCPS chose to resign to pursue another career opportunity.

In November 2022, the Board of Parkland Community Planning Services held a strategy session to develop an action plan to manage a transition to new leadership and to take steps to strengthen the viability of the agency. As such a new Director and Senior Planner have been hired. A new funding model has been developed that identifies rates based on industry standards, allows discounted rates for members that share business risk by “buying in” to the agency, and provides a stronger based of funding for core operating expenses. Even with these changes the ability of PCPS to continue to compete on remuneration, attract and retain staff, and to ensure long-term financial sustainability remains a concern

### New Funding Model

#### 1.0 The Problem

The existing financial model is not sustainable. It has required Directors to fully fund their salary and benefits, and to run a very lean operation. Experience has shown that it takes significant effort to achieve annual surpluses and to create a financial cushion to see the organization through lean years.

The current approach means that the Director has limited time and capacity for work outside of managing staff and working directly on projects to generate revenue, which has affected business development efforts.

A financial model that frees up time and energy would mean that the Director would be able to focus on business development and member relations, and work on projects that enhance the brand, image and

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profile of PCPS as a preferred employer of career-focused planners. These kinds of initiatives might include outreach with schools, authoring articles and promoting PCPS as an innovative organization. It could also include being actively involved with Alberta Professional Planners Institute, the Community Planning Association of Alberta, and the Local Government Administrators Association to actively promote a vision for rural and small urban planning in Alberta.

## 2.0 The Current PCPS Funding Model

The current funding model involves agreements with member municipalities that commit them to a minimum annual usage amount over a three-year period. The amounts contributed are credited to the account of each member and are drawn down as work is performed. When the credit is used, monthly invoices go to the members for services performed.

**Table 1 – Current Rate Schedule**

| Population     | Minimum Annual Amount |
|----------------|-----------------------|
| Under 750      | \$2,500               |
| >750 and <1500 | \$5,000               |
| 1500 to <3000  | \$10,000              |
| 3000+          | \$20,000              |

The limitation of this system is that while it enables members to recover all their contributions through services performed, PCPS is not able to use these funds to cover costs until the work is done. Core operating costs must be covered by the “profit” generated by each hour billed.

While some members don’t use up their annual allocations in the first year or two, others will use 3x or more, especially for special projects such as new Land Use Bylaws and statutory plans. Members and non-members also obtain Geographic Information System (GIS) hosting and maintenance services from PCPS and pay separately for those services.

Services for planning are billed at \$150 per hour, regardless of the planner doing the work. The GIS Technician rate is \$95 per hour, and the Administrative Support rate is \$70 per hour. These rates have been in place since 2017. Where non-members are served, they pay rates that are generally \$25 per hour higher.

“Core costs” – rent, computers, telephone, insurance, office manager, etc. have amounted to about \$160,000 per year. As previously noted, the current model also requires the Director to bill as much time as the planners to ensure the agency breaks even.

## 3.0 A New Funding Model

### 3.1 Proposed Changes

- Rate increases commensurate with inflation (current fees unchanged since 2016/17)
- Differential rates depending on the job titles of the staff members assigned to the work
- Continuing with different rates for members/non-members
- Create membership tiers to create options for communities – a higher membership fee brings lower hourly rates

- A lower base amount, but no “draw-down” of this amount; these membership fees would be used to offset core operating costs and hourly rates would be billed to cover costs.

**Table 2 – Core Operating Costs (anticipated)**

| Budget Area  | Amount           |
|--|------------------|
| Operations including insurance, accounting, recruitment, etc.  | \$25,000         |
| Supplies   | \$4,700          |
| Facility & equipment, including lease, computers, depreciation | \$54,000         |
| Communications – internet and telephone costs                  | \$5,000          |
| Board costs  | \$1,300          |
| Office Manager   | \$70,000         |
| Director cost – 50% of maximum salary + benefits               | \$90,000         |
| <b>Total</b>   | <b>\$250,000</b> |

If we include 50% of the Director cost, there is a need to recover \$250,000 per year from membership fees.

With a targeted membership complement of 20 municipalities, this would require an average contribution of \$12,500.

### 3.2 Membership Fee Considerations

The smallest municipalities are understandably cost-sensitive, particularly when property tax revenues are only \$200,000 to \$300,000 per year. This means that membership fees must be modest. However, if rates are too low, larger municipalities will subsidize the smaller.

This is being done quite consciously at Oldman River Regional Services Commission (ORRSC), and with the new funding model that has been proposed (as of November 2022) for Palliser Regional Municipal Services (PRMS). Those organizations are incorporated as commissions, and their funding takes the form of requisitions that are tied to equalized assessment. Further, their rural municipal members pay higher rates. PRMS receives significant funding from the Special Areas; however, this is justified in part by the fact that it helps to ensure the continued viability of the smallest municipalities.

Notwithstanding equalized assessment, the floor rate for ORRSC is \$2,100 for small villages, while the ceiling is \$70,000 for municipal districts. This is the total requisition for all day-to-day planning and development services, except for subdivisions, GIS, and projects such as new statutory plans and Land Use Bylaws. Project costs, e.g., the fees charged for a Land Use Bylaw update, appear similar to the fees charged by PCPS.

The proposed PRMS funding model, currently under consideration, will have requisitions ranging from \$5,000 to \$228,000 and a total budget of about \$750,000 per year. This model will cover operating costs and allow each member to access regular planning and development services plus additional services such as new IDPs, MDPs, ASPs, and LUBs on a predetermined schedule, e.g., a new major document every third year.

PCPS is not a commission, and therefore does not requisition funds. Currently PCPS provides services on a fee for service basis, with a minimum amount paid by each member annually. This could be likened to a retainer paid to consulting firm; however, there is a base cost to “keeping the doors open” and being

able to provide services. Essential services like rent, insurance, IT, telephone, and base administrative costs have been tightly controlled over time but will likely rise at some point. Further, the existence of the agency is in itself a clear benefit to its membership.

### 3.3 The Goal

The goal is to have a stable base of funding for the future while respecting the choices made by individual members, and not moving to a commission structure. Accompanying goals are to recruit and retain qualified staff, and to ensure a steady volume of paying work to ensure viability.

The Board has discussed a system where core costs would be covered by membership fees, while services would be paid on a fee for service basis. These fees would cover the actual costs of the staff resources, plus a modest premium to ensure solid reserves to provide a buffer in less successful years.

To summarize, the goals of this funding model update are to:

1. Ensure long term viability
  - a. Solid membership base
  - b. Steady flow of work
  - c. Strong leadership
  - d. Ensuring a continued role as leaders within the planning profession
  - e. Continued emphasis on high quality work that meets the needs of member communities
  - f. Provide strong reasons for members to use PCPS services
2. Maintain a solid reserve to offset slower years
  - a. \$1,000,000 to provide a full year of funding with a full complement of staff, including remuneration and core operating costs
  - b. Seek a surplus in most years, consistent with an industry norm of 9%

### 4.0 Financial Details

Table 3 sets out proposed hourly billing rates by membership class (Tier One, Tier Two, Non-Member).

The "Non-Member" rates are comparable to the Consulting Engineers Rate Guideline for 2023, published by the Consulting Engineers of Alberta. The Tier One and Tier Two rates are discounted, reflecting the fact that members would be paying non-refundable membership fees and sharing in the risk (and potential dividends) of owning the agency.

The current rate has been \$150 per hour since 2017. Adjusted for inflation, this equals about \$180 in 2023. After inflation, the revised funding model would generally represent a decrease in fees for municipalities that choose to pay an annual membership fee.

Non-member rates for larger projects with substantial billable hours, e.g., 200 or more, may also be discounted in accordance with industry norms.

**Table 3 – Proposed Hourly Rates**

| Position       | Tier One | Tier Two | Non-Member |
|----------------|----------|----------|------------|
| Director       | \$185    | \$200    | \$225      |
| Senior Planner | \$165    | \$180    | \$205      |
| Planner        | \$140    | \$155    | \$180      |
| GIS Technician | \$90     | \$105    | \$135      |
| Admin Support  | \$75     | \$90     | \$115      |

Table 4 shows the total cost of operating with a full staff complement. It assumes that all staff are being paid at the top of their pay range. Benefits include participation in the Local Authorities Pension Plan. Actual costs may be lower unless PCPS achieves a high level of staff retention in the future and planners rise to the top of the salary grid.

**Table 4 – Cost With a Full Staff Complement**

| Expenditure       | Anticipated budget including benefits |
|-------------------|---------------------------------------|
| Core operating    | \$90,000                              |
| Director          | \$185,000                             |
| Office Manager    | \$70,000                              |
| GIS Technician    | \$75,000                              |
| 2 Senior Planners | \$280,000                             |
| 2 Planners        | \$200,000                             |
| <b>Total</b>      | <b>\$900,000</b>                      |

Table 5 below shows anticipated gross revenue with a full staff team fully engaged, doing work for Tier One members. This assumes that 50% of the Director's time is billable, with a total capacity of about 6,000 hours per year. (Total hours billed in recent years have been in the range of 4,000 hours per year including non-member work). While hourly rates will vary, the expectation is that more experienced staff will work more efficiently, offsetting their higher costs.

**Table 5 – Anticipated Gross Revenue**

| Position                              | Hourly Rate | Annual Billed Hours | Total Revenue    |
|---------------------------------------|-------------|---------------------|------------------|
| Director                              | \$185       | 575                 | \$106,375        |
| 2 Senior Planners                     | \$165       | 2300                | \$379,500        |
| 2 Planners                            | \$140       | 2300                | \$322,000        |
| GIS Technician                        | \$90        | 800                 | \$72,000         |
| Administrative Support                | \$75        | 50                  | \$3,750          |
| Membership Fees needed for 9% surplus |             |                     | \$97,375         |
| <b>Total Revenue</b>                  |             |                     | <b>\$981,000</b> |

The billed revenue total, if the billable time targets are fully achieved, is \$883,625.

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The net revenue target is 9%, consistent with the consulting industry's standard target profit of 9%. This target is used to provide an operating cushion and ensure long-term viability, as with any business enterprise. The target here is \$97,375 per year.

#### 4.0 Risk Factors

No proposal like this is complete without identifying potential risk factors and seeking to mitigate them.

**1. The first risk factor is not achieving full productivity in terms of billable hours.**

The annual target of 1150 billable hours per planner has been used by PCPS for a number of years. This is a reasonable and fair number. It accounts for vacations, holidays, sick time, staff training, and administrative time that cannot be billed to a member or a client. Risk of not achieving this target is mitigated through consistent management of staff time, and weekly internal reporting of achieved billings.

**2. The second risk factor is a lack of planning work.**

At this time there is a backlog of projects identified by members. There is no guarantee that this work will materialize, but ongoing business development efforts can be expected to maintain a flow of projects for staff to work on. Freeing up the Director's time to make this happen is an important goal of this new funding model.

**3. The third risk factor is the retention and recruitment of qualified staff.**

Like all employers, PCPS is subject to the ups and downs of the labour market. However, the Board has already identified initiatives intended to address this issue. Recruiting a new director to further build the profile of PCPS emphasizes the role as a developer of young planners. Recruiting interns from universities, colleges, and even high schools is also a key factor in mitigating staffing risk. Additionally, there are opportunities to hire trusted and experienced contract staff to oversee specific projects, which provides flexibility as well.

#### 5.0 Proposed Membership Rate Changes

Table 6 sets out a proposed update to the PCPS funding model, based on the foregoing analysis, and following consultation with member municipality CAOs.

**Table 6 – New Rate Schedule**

| Population     | Tier One | Tier Two | Min. Annual Hours to Break Even - Tier One | Min. Annual Hours to Break Even - Tier Two |
|----------------|----------|----------|--|--|
| Under 500      | \$2,500  | \$1,250  | 51   | 31   |
| 500 to 1,000   | \$3,000  | \$1,500  | 63   | 41   |
| 1,000 to 2,000 | \$4,000  | \$2,000  | 88   | 61   |
| 2,000 to 3,000 | \$5,000  | \$2,500  | 113  | 81   |
| 3,000 to 5,000 | \$6,000  | \$3,000  | 138  | 101  |
| 5,000+         | \$9,000  | \$4,500  | 213  | 161  |

**Note: These member rates include \$480 for Regional SDAB membership, which is factored into the "break-even" number of hours**

If the current list of members and regular non-member clients renew their memberships at Tier One, we would expect total membership revenue of \$99,000 per year. To the extent that members choose Tier Two, we will expect to make up the difference in higher hourly rates.

This approach is intended to encourage members to make full use of PCPS services. It also shows that business development efforts to ensure continued work and expand the membership base are important.

## **5.0 Regional Subdivision and Development Appeal Board**

Participation in the Regional SDAB is not limited to members. In fact, there are approximately 30 participating municipalities.

Each participating municipality pays service fees. These are \$300 per year, where participating municipalities train and provide their own clerk for SDAB hearings, or \$480 (total) where PCPS ensures a roster of trained clerks.

The fee for participating in the Regional SDAB is included in the PCPS membership fee for both Tier One and Tier Two members.

## **6.0 Cash Reserves**

At present, PCPS has an unrestricted operating reserve in range of \$400,000 – sufficient to cover operating costs with less than full staffing, with limited income, for perhaps 8 months.

Any surplus achieved by PCPS is allocated to reserves, or returned to members as dividends, as provided for in the PCPS Policy and Procedure Manual.

In the case of PCPS, the Master Agreement states that "The Agency shall maintain a cash reserve of an amount no less than the equivalent to one-quarter (25%) of the budgeted annual expenditures. This reserve amount shall be set aside for expenses related to staff severances and liabilities in the event that the Agency is terminated." The Master Agreement also says, "The Board has the responsibility to set policy for and approve the use of the Agency's reserve funds".

Apart from this, the purpose of an operating reserve to provide a cushion against unplanned expenses or periods of low revenue, and to fund planned future expenses.

The actual amount is a matter for discussion by the Board based on the organization's needs. PCPS has fairly significant fixed costs in terms of rent, insurance, administrative staffing, etc., and it is also important to retain qualified staff where feasible through lean periods. At full staff, operating costs can be expected to be about \$900,000 per year. An operating reserve of \$1 million is suggested as a reasonable target.

Additionally, the PCPS reserve should be seen as funding for future leasehold/tenant improvements. The office has not been renovated in many years, and the change to a hybrid work model with staff

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working from home or even at client/member locations means that there is merit in considering how the current space (or a future space) might be redesigned to meet these new needs. There is no formal meeting room within the office. Smaller individual workspaces combined with a dedicated meeting room designed for collaborative work may be an appropriate solution.

## **7.0 Summary of March 2023 Consultation with CAOs**

A consultation session been held with member CAOs, who offered constructive feedback to the initial proposal. Their concerns focused on costs, the possibility of losing some smaller members, and how this new approach might be phased in. Also, a suggestion was made to incorporate the based SDAB fees (\$480 per year) into the membership fees.

Consideration was given to membership fees that would be split between a non-refundable amount and a retainer amount. The anticipated budget and membership fees were re-examined, and the revised membership fees are substantially reduced and better aligned with population sizes. Therefore, making the framework more complex would not be helpful. It is our hope that a floor rate of only \$1,250 per year for a small Tier Two member will be sufficiently attractive and moving to a membership fee model with preferred hourly rates will strengthen the sense of ownership felt by the member municipalities.

With respect to phasing, we have asked our members to extend their agreement to at least the end of 2023, which means that these provisions will not apply until 2024. New members will be able to join with new rates after AGM in June.

Further, we have a number of projects either underway, or proposed yet deferred. We are expecting to move forward on these in 2023 and 2024, and plan to complete these based on previously quoted pricing. We anticipate that this backlog should be addressed by the end of 2024.

For the 2024-2025 Fiscal Year, the new membership fees would be payable, and hourly rates will change, consistent with the rate guideline published by the Consulting Engineers of Alberta. The spread between market rates and member rates will continue to be \$25 and \$40 per hour, for Tier Two and Tier One members respectively.

The revisions to this proposal respond to the concerns expressed by CAOs – that the prospect of membership fees without distinct benefits will be hard to sell. The revised proposal would generate \$99,000 in membership fees if every member buys in at the Tier One rate. PCPS would still be viable with non-members paying market rates, as long as work volume is commensurate with staffing levels. Increasing the membership base will be needed to achieve the long-term goal of covering core operating costs with membership fees.

## **8.0 Next Steps**

Member CAOs are asked to present this document to their respective Councils. PCPS is asking for approval in principle, with a view to discussing and adopting this new funding model at the June 2023 Annual General Meeting.

The rates are proposed to be incorporated into new three-year membership agreements, starting in 2024. As new members join, they will be asked to make a commitment by signing agreements binding until the end of the regular three-year membership term.

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