



AGENDA

Town Council

August 22, 2022 - 5:00 PM

Town Administration Building - Council Chambers

AGENDA FOR REGULAR MEETING OF THE TOWN COUNCIL TO BE HELD ON MONDAY, AUGUST 22, 2022 AT 5:00 PM IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING, 4938 – 50 AVENUE, RIMBEY, ALBERTA.

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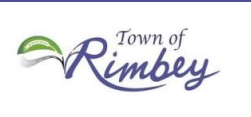
10. OPEN FORUM

(Bylaw 939/18 - Council Procedural Bylaw Part XXI 1). The open forum shall be for a maximum total of twenty (20) minutes in length to allow members of the public present at the meeting to address Council regarding issues arising from the meeting in progress. No formal decision shall be made on any matter discussed with Council during the open forum session.

11. CLOSED SESSION

12. ADJOURNMENT

Town Council
REQUEST FOR DECISION



Meeting: August 22, 2022
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Minutes
Item For: Public Information -or- Closed Session

RECOMMENDATION:

To accept the Minutes of July 25, 2022 Regular Council meeting, as presented.

ATTACHMENTS:

[RFD 3.1.1 Council Meeting Minutes July 25, 2022](#)

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

August 15, 2022
Date

ENDORSED BY:

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

August 15, 2022
Date



MINUTES

Town Council Meeting

Monday, July 25, 2022 - 5:00 PM

Town Administration Building - Council Chambers

1. CALL TO ORDER REGULAR COUNCIL MEETING & RECORD OF ATTENDANCE

Mayor Pankiw called the meeting to order at 5:00 pm with the following in attendance:

- Mayor Rick Pankiw
- Councillor Wayne Clark
- Councillor Jamie Coston
- Councillor Lana Curle
- Councillor Gayle Rondeel
- Lori Hillis, CPA, CA - Chief Administrative Officer
- Bonnie Rybak - Executive Assistant
- Liz Armitage - Development Officer
- Rick Schmidt - Director of Public Works

- Delegates:
- Cpl. Matt Funk
 - Garrett Dick & Leeann Cross
 - Charles Hendrick

Public: (3) members of the public

1.1. LAND ACKNOWLEDGEMENT

2. AGENDA APPROVAL AND ADDITIONS

Motion 153/2022

Moved by Councillor Coston to accept the Agenda for the July 25, 2022, Regular Council Meeting, as presented.

- | | |
|--------------------|----------|
| Mayor Pankiw | In Favor |
| Councillor Clark | In Favor |
| Councillor Coston | In Favor |
| Councillor Curle | In Favor |
| Councillor Rondeel | In Favor |

CARRIED

3. MINUTES

3.1. Minutes

Motion 154/2022

Moved by Councillor Curle to accept the Minutes of the Regular Council Meeting of June 27, 2022, as presented.

- | | |
|--------------------|----------|
| Mayor Pankiw | In Favor |
| Councillor Clark | In Favor |
| Councillor Coston | In Favor |
| Councillor Curle | In Favor |
| Councillor Rondeel | In Favor |

CARRIED

4. PUBLIC HEARINGS

5. DELEGATIONS

5.1. Delegation: Cpl. Matt Funk, Rimbey RCMP

Motion 155/2022

Moved by Councillor Clark to accept the update provided by Cpl. Matt Funk of the Rimbey RCMP, as information.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

5.2. Delegation: Garrett Dick - Fitness Centre

Motion 156/2022

Moved by Councillor Coston to accept the presentation for the fitness center proposal from Garrett Dick, as information.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

5.3. Delegation: Charles H. Hendricks

Motion 157/2022

Moved by Councillor Rondeel to accept the information presented by Mr. Hendricks, as information.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

6. BYLAWS

6.1. 991/22 Responsible Pet Ownership Bylaw

Motion 158/2022

Moved by Councillor Rondeel to give third and final reading to 991/22 Responsible Pet Ownership Bylaw.

Mayor Pankiw	Opposed
Councillor Clark	In Favor
Councillor Coston	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

7. NEW AND UNFINISHED BUSINESS

7.1. Drainage - 4602-57 Avenue

Motion 159/2022

Moved by Councillor Clark to accept the presentation of drainage on 4602-57 Avenue, as information.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

7.2. Black Poplar / Bam Trees

Motion 160/2022

Moved by Councillor Clark to decline the request to ban Black Poplar / Bam Trees from the Town of Rimbey.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

7.3. Rimbey Junior Senior High School Request

Motion 161/2022

Moved by Councillor Curle to decline the sponsorship of the Rimbey Junior Senior High School Welcome Back BBQ, due to lack of 2022 Community Events Grant funding.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

7.4. Subdivision Application

Motion 162/2022

Moved by Councillor Clark to approve the subdivision pertaining to Lots 4 & 5, Block 10, Plan 148BT, with the conditions proposed.

1. Engage an Alberta Land Surveyor to prepare a plan of subdivision to be registered at Land Titles Office based on the Plan Showing Proposed Subdivision of Lot 4 & 5, Block 10, Plan 148 BT in the N.W. 1/4 Sec. 21-42-2-W5M prepared by Snell & Oslund. On completion of the survey plan, the surveyor must submit the plan to the Town of Rimbey for endorsement.
2. Any outstanding taxes on the property are to be paid in full.
3. Ensure all right-of-ways are carried forward and registered on the newly created lot.
4. The applicant is to pay an endorsement fee as per the Town of Rimbey's fee schedule at the time of endorsement.
5. Municipal Reserves are not owing as the land that is to be subdivided is less the 0.8 hectares.
6. Both units shall have independent utility services. The applicant must submit documentation to the Town's satisfaction proving the installation of independent water service lines and sanitary service lines from the Town's main lines to the property line and through to each unit.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

7.5. Council Round Table Discussion

8. REPORTS

8.1. DEPARTMENT REPORTS

8.1.1 Department Reports

Motion 163/2022

Moved by Councillor Coston to accept the department reports, as information.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

8.2. BOARDS/COMMITTEE REPORTS

8.2.1 Boards/Committee Reports

Motion 164/2022

Moved by Councillor Curle to accept the boards and committee reports, as information

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

8.3. COUNCIL REPORTS

8.3.1 Council Reports

Motion 165/2022

Moved by Councillor Coston to accept the reports of Council, as information.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

9. CORRESPONDENCE

10. OPEN FORUM

11. CLOSED SESSION

12. ADJOURNMENT

12.1. Adjournment

Motion 166/2022

Moved by Councillor Curle to adjourn the meeting at 7:07 pm.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	In Favor
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

Rick Pankiw, Mayor

Lori Hillis, Chief Administrative Officer

Town Council REQUEST FOR DECISION



Meeting: August 22, 2022
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Fortis Alberta Franchise Agreement Renewal
Item For: Public Information -or- Closed Session

BACKGROUND:

The Town of Rimbey has an Electrical Distribution Franchise Agreement with Fortis Alberta Inc., which is Schedule A of Town of Rimbey Bylaw 883/13. The Agreement became effective July 1, 2013 with an initial term of ten (10) years and may be renewed for a further period of five (5) years. The agreement is scheduled to expire on June 30, 2023.

The Town of Rimbey Franchise Agreement was effective July 1, 2013, with a term of 20 years:

Initial Term	10 years	July 1, 2013, to June 30, 2023
First Subsequent Term	5 years	July 1, 2023, to June. 30, 2028
Second Subsequent Term	5 years	July 1, 2028, to June 30, 2033

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

This requires:

- Fortis Alberta to give written notice prior to June. 30th, 2022, of its intention to renew the franchise agreement.
- Rimbey to agree in writing to the renewal prior to Dec. 31, 2023.

To renew the franchise agreement for an additional five years no new Bylaw or advertisement is required.

RECOMMENDATION:

Administration recommends Council direct Administration to renew the Fortis Alberta Franchise Agreement for an additional (5) five years, ending June 30, 2028.

ATTACHMENTS:


[RFD 5.1.1 Fortis Alberta Letter June 27, 2022](#)

[RFD 5.1.2 Fortis Franchise Fee Agreement 2013](#)

[RFD 5.1.3 Bylaw 883 13 - Fortis Alberta Franchise Agreement](#)

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

August 16, 2022
Date

ENDORSED BY: 
Lori Hillis, CPA, CA, Chief Administrative Officer

August 16, 2022
Date



June 27, 2022

Town of Rimbey
PO Box 350
Rimbey, Alberta T0C 2J0

Attention: Lori Hills, Acting Chief Administrative Officer

Subject: Renewal of Electric Distribution System Franchise Agreement, dated [July 1, 2013],
between FortisAlberta Inc. ("**FortisAlberta**") and the Town of Rimbey (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 June 30, 2023 and FortisAlberta, pursuant to Article 3 of the Agreement, hereby provides the Municipality with written notice of its intention to renew the Agreement.

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

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

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

Acknowledged and agreed to:

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

Town of Rimbey

June 27, 2022

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

Sincerely,

A handwritten signature in black ink that reads "Kayla C. Law". The signature is written in a cursive, flowing style.

Kayla Law
Stakeholder Relations Manager

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

TOWN OF RIMBEY

- AND -

FORTISALBERTA INC.

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ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

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

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS:

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

NOW THEREFORE:

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

1) DEFINITIONS AND INTERPRETATION

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

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

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

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

2) TERM

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

- a) 1ST day of July, 2013 or
- b) the first day after both of the following have occurred:
 - i) Commission approval of this Agreement; and
 - ii) the Municipality having passed third reading of the applicable adopting bylaw 883-13

3) EXPIRY AND RENEWAL OF AGREEMENT

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

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

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

4) GRANT OF FRANCHISE

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

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

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

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

b) The Company agrees to:

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

5) **FRANCHISE FEE**

a) **Calculation of Franchise Fee**

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

For the first (1st) calendar year of the Term of this Agreement, the franchise fee percentage shall be 7 percent (7%).

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

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

b) Adjustment to Franchise Fee

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

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

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

c) Franchise Fee Cap

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

d) Adjustment to Franchise Fee Cap

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

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

e) Payment of Franchise Fee

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

f) Reporting Considerations

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

6) CORE SERVICES

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

7) PROVISION OF EXTRA SERVICES

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

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

8) MUNICIPAL TAXES

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

9) RIGHT TO TERMINATE ON DEFAULT

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

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

10) SALE OF DISTRIBUTION SYSTEM

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

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

11) STREET LIGHTING

a) Investment Option Rate

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

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

i) In the event that:

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

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

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

ii) If:

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

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

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

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

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

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

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

b) No-Investment Option Rate

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

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

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

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

Where:

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

N = the age of the street light in years.

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

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

d) Street Light Rates

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

e) Municipality Owned Street Lighting

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

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

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

f) Street Light Inventory

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

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

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

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

g) Detailed Street Light Patrol

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

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

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

12) INCREASE IN MUNICIPAL BOUNDARIES

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

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

the Municipality shall have the right to:

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

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

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

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

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

13) RIGHT OF FIRST REFUSAL TO PURCHASE

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

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

14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM

a) Municipal Approval

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

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

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

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

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

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

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

b) Restoration of Municipal Property

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

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

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

c) Urgent Repairs and Notification to Municipality

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

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

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

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

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

f) Approvals

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

15) RESPONSIBILITIES FOR COST OF RELOCATIONS

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

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

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

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

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

16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE

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

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

17) JOINT USE OF DISTRIBUTION SYSTEM

a) Municipal Use

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

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

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

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

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

b) Third Party Use and Notice

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

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

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

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

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

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

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

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

f) Compensation for Costs

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

18) MUNICIPALITY AS RETAILER

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

19) RECIPROCAL INDEMNIFICATION AND LIABILITY

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

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

20) ASSIGNMENT

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

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

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

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

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

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

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

21) NOTICES

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

a) To the Company:

FortisAlberta Inc.
Address: 4540-48th Ave
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 Rimbey
Address: 4938-50th Avenue Rimbey, AB T0C 2J0
Facsimile: (403) 843-6599
Attention: Mr. Tony Goode, Chief Administrative Officer

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

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

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

22) DISPUTE SETTLEMENT

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

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

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

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

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

23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE

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

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

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

24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

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

25) FORCE MAJEURE

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

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

26) TERMS AND CONDITIONS

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

27) NOT EXCLUSIVE AGAINST HER MAJESTY

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

28) SEVERABILITY

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

29) AMENDMENTS

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

30) DISSOLUTION

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

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

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

31) WAIVER


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

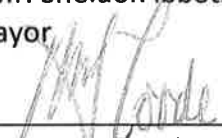
32) CONFIDENTIALITY

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

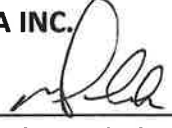
IN WITNESS WHEREOF the Parties hereto have executed these presents as of the day and year first above written.

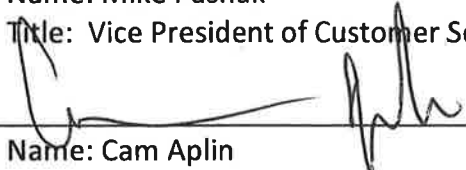
MUNICIPALITY

PER: 
Name: Mr. Sheldon Ibbotson
Title: Mayor

PER: 
Name: Mr. Tony Goode
Title: Chief Administrative Officer
(Bylaw attached)

FORTISALBERTA INC.

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

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

SCHEDULE "A"

Core Services

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

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

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

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

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

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

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

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

SCHEDULE "B"

Extra Services

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

SCHEDULE "C"

Street Lighting

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

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

TERMINATION AND ACKNOWLEDGMENT AGREEMENT

THIS AGREEMENT made as of the 30th day of June, 2013.

BETWEEN:

TOWN OF RIMBEY a municipal corporation in the Province of Alberta (hereinafter referred to as the Town

OF THE FIRST PART

- and -

FORTISALBERTA INC., a corporation incorporated pursuant to the laws of the Province of Alberta (hereinafter referred to as "FortisAlberta")

OF THE SECOND PART

WHEREAS the Town and FortisAlberta, formerly known as UtiliCorp Networks Canada (Alberta) Ltd., entered into an Electric Distribution System Franchise Agreement dated effective August 19, 2002 (the "2001 Franchise Agreement") pursuant to which FortisAlberta provides exclusive electric distribution services (the "Services") within the Town and receives use of the Town lands for the placement and operation of FortisAlberta's electric distribution system (the "Electric Distribution System");

AND WHEREAS the Alberta Utilities Commission (the "Commission"), formerly the Alberta Energy and Utilities Board, approved the 2001 Franchise Agreement by its Decision 2001-106 dated effective December 11, 2001;

AND WHEREAS by letter agreement (the "Letter Agreement") dated January 28, 2011 the Town and FortisAlberta mutually agreed to extend the 2001 Franchise Agreement beyond its initial expiry date in order to allow for sufficient time to prepare a new Electric Distribution System Franchise Agreement (the "New Franchise Agreement") that is intended to replace the 2001 Franchise Agreement;

AND WHEREAS the Town and FortisAlberta wish to enter into the New Franchise Agreement;

AND WHEREAS the Commission has approved the New Franchise Agreement by its Decision 2012-255 dated effective September 28, 2012;

AND WHEREAS the Town and FortisAlberta wish to terminate each of the 2001 Franchise Agreement and the Letter Agreement, such terminations to take effect as of effective date of the New Franchise Agreement, upon and subject to the terms and conditions contained herein;

NOW THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein and for other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged by each of the parties hereto), the parties hereto covenant and agree as follows:

1. The parties hereto shall execute, acknowledge and deliver such other instruments and shall take such other action as may be necessary to carry out their respective obligations under this Agreement.

2. This Agreement shall, in all respects, be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta. Each party hereto accepts the jurisdiction of the Courts of the Province of Alberta and all courts of appeal therefrom.
3. Time shall be of the essence in this Agreement.
4. This Agreement shall be binding upon and shall endure to the benefit of the parties hereto and their respective heirs, executors, successors and permitted assigns.
5. This Agreement may be executed by facsimile and in counterpart form, with each counterpart deemed to be an original and the counterparts taken together, constituting one and the same agreement.

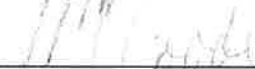
IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the day and year first above written.

TOWN OF RIMBEY

Per: 

Name: Sheldon Ibbotson

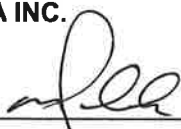
Title: Mayor

Per: 

Name: Tony Goode


Title: CAO

FORTISALBERTA INC.

Per: 

Name: Mike Pashak

Title: Vice President, Customer Service

Per: 

Name: Cam Aplin

Title: Vice President, Field Operations

The Town of Rimbey Electric Distribution System Franchise Agreement

Bylaw 883/13

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO AUTHORIZE THE MAYOR AND 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 Town of Rimbey 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.

AND FURTHER THAT this Bylaw shall take effect on the date of third and final reading.

READ a first time this 25 day of March, 2013.


MAYOR



CHIEF ADMINISTRATIVE OFFICER

The Town of Rimbey Electric Distribution System Franchise Agreement

Bylaw 883/13

READ a second time this 24 day of June, 2013.

READ a third and final time this 24 day of June, 2013.



MAYOR



CHIEF ADMINISTRATIVE OFFICER

This is Schedule "A" referred to in the attached Bylaw No. 883-13
of the Town of Rimby

Town Council
REQUEST FOR DECISION



Meeting: August 22, 2022
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Fortis Alberta - Streetlight Purchase & Sale Agreement
Item For: Public Information -or- Closed Session

BACKGROUND:

In December 2020 Alberta Transportation transferred ownership of the streetlights along Highway 53 to the Town of Rimbey. A similar transfer of the ownership of the streetlights along Highway 20A was completed in April 2022.

A quote for the replacement of the streetlights was received in 2015. A cost of \$171,000 was quoted for the lights along Highway 20A, a cost of \$255,000 was quoted for the lights along Highway 53, east of 51 Street and a cost of \$118,000 was quoted for the lights west of 51 Street along Highway 53.

In 2020 the Town replaced the lights along Highway 53, west of 51 Street at a cost of \$197,188. These lights are included in Fortis's investment program and all future replacements and maintenance are the responsibility of Fortis. Quotes were not updated for the remaining lights along Highway 53 or for the lights along Highway 20A at this time.

DISCUSSION:

Fortis Alberta has proposed the purchase of all remaining streetlights along Highway 53 and Highway 20A by Fortis from the Town. Fortis will upgrade and replace all lights along these roads. All future maintenance and replacements will be done a Fortis's cost.

RECOMMENDATION:

Administration recommends Council direct Administration to enter into a purchase and sale agreement with Fortis for the sale of the streetlights along Highway 20A and Highway 53, east of 51 Street.

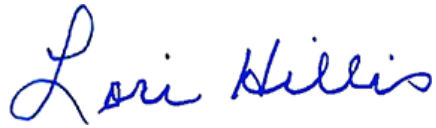
ATTACHMENTS:

[RFD 5.2.1 Fortis Alberta - Streetlight Purchase & Sales Agreement](#)

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

August 17, 2022
Date

ENDORSED BY:



Lori Hillis, CPA, CA, Chief Administrative
Officer

August 17, 2022

Date

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT made effective as of the 27th day of June, 2022 (the "Agreement").

BETWEEN:

FortisAlberta Inc., a corporation governed by the laws of the Province of Alberta
(the "Purchaser")

- and -

Town of Rimbey, a Municipal corporation located in the Province of Alberta
(the "Vendor")

WHEREAS the Vendor is currently the registered legal and beneficial owner of the streetlight facilities detailed in Schedule "A" attached hereto (the "Facilities").

AND WHEREAS the Vendor has agreed to sell the Facilities and the Purchaser has agreed to purchase the Facilities in accordance with the provisions of this Agreement;

NOW THEREFORE in consideration of the payment of the Purchase Price (as hereinafter defined) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Vendor hereby agrees to sell, assign, transfer, convey and sets over unto the Purchaser all right, estate, title and interest of the Vendor in the Facilities, free and clear of all mortgages, liens, charges, security interests or other encumbrances whatsoever.
2. The Purchaser agrees to purchase all of the right, estate, title and interest of the Vendor in and to the Facilities.

3. The parties acknowledge and agree that the sale and transfer of title to the Facilities shall take effect as and from the date (hereinafter referred to as the "Transfer Date") of the execution of a conveyance agreement, in the form attached hereto as Schedule "B" (the "Conveyance Agreement").
4. The purchase price of the Facilities (the "Purchase Price") is as set forth in Schedule "A" attached hereto.
5. In accordance with the transfer of title set forth in Article 3, any and all loss, damage and liabilities incurred by the Vendor in respect of the Facilities prior to the Transfer Date shall be and shall remain the absolute responsibility of the Vendor and the Vendor shall defend, indemnify and hold the Purchaser, its affiliates, directors, officers, consultants, agents, contractors, and employees harmless for any such loss, damage or liabilities.
6. In accordance with the transfer of title set forth in Article 3, the Purchaser shall be liable to, and as a separate covenant, indemnify and save harmless the Vendor, its affiliates, directors, officers, consultants, agents, contractors and employees from and against all actions, suits, claims, costs, expenses and demands that relate to the Facilities and that relate to acts, omissions, events or circumstances that occur after the Transfer Date.
7. The Vendor represents and warrants to the Purchaser that:
 - a. the Vendor has good and sufficient power, authority and right to enter into and deliver this Agreement and to transfer the legal and beneficial title and ownership of the Facilities;
 - b. the Facilities shall be free and clear of all mortgages, liens, charges, security interests, encumbrances, and any other rights of others; and
 - c. there has been no material damage to or deterioration of the Facilities from the date that the Purchaser last examined the physical state of the Facilities to the Transfer Date that has not otherwise been disclosed to the Purchaser.
8. The Purchaser acknowledges that it has inspected the Facilities, accepts them "as-is" in their current condition, and agrees that there are no other representations or warranties, whether express or implied, with respect to the Facilities, save and except for as set out herein. As of the Transfer Date, the Purchaser shall accept full responsibility for the Facilities, including without limitation, the operation, maintenance and replacement, if necessary, of the Facilities.
9. The purchase and sale of the Facilities is subject to the following condition precedent to be fulfilled and performed at or prior to the Transfer Date:
 - a. The Vendor shall have applied for and shall have obtained the transfer of Alberta Transportation Permits from the Vendor to the Purchaser.
 - **Alberta Transportation Permit No.** RSDP040097-1 (SW-28-42-2-W5 to SW-33-42-2-W5)
 - **Alberta Transportation Permit No.** RSDP040097-2 (SW-28-42-2-W5 to SW-33-42-2-W5)
 - **Alberta Transportation Permit No.** RSDP032198-1 (NW 20-42-02-W5 to NE-21-42-02-W5)
 - **Alberta Transportation Permit No.** RSDP032198-2 (NW 20-42-02-W5 to NE-21-42-02-W5)

10. Each of the Vendor and Purchaser shall from time to time execute and deliver all such further documents and instruments and do all other acts and things as the other party may, either before or after the Transfer Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
11. On the Transfer Date, the parties' respective authorized representatives shall execute and exchange copies of the Conveyance Agreement.
12. This Agreement shall be construed in accordance with the laws of the Province of Alberta and each of the parties submits to the jurisdiction of the courts of Alberta for the interpretation and enforcement hereof.
13. This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof and no party shall be bound by any conditions, warranties or representations other than as is expressly provided for herein.



IN WITNESS WHEREOF the parties have executed this Agreement as of the 7th day of June 2022.

FortisAlberta Inc.

Kayla C. Law

Per:

Name: Kayla Law

Title: Stakeholder Relations Manager

Town of Rimbey

Name:

Per:

Title:

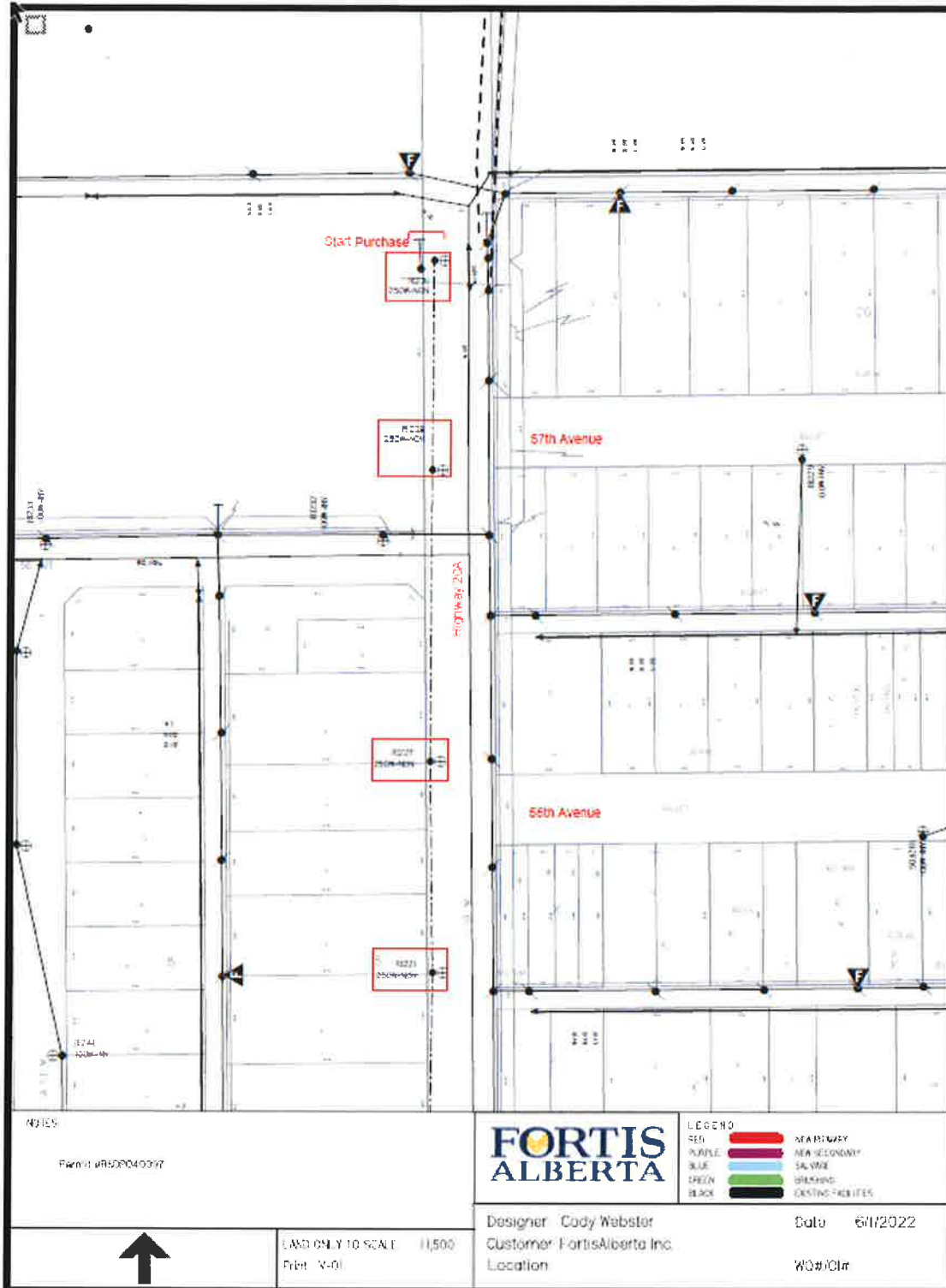
SCHEDULE "A"

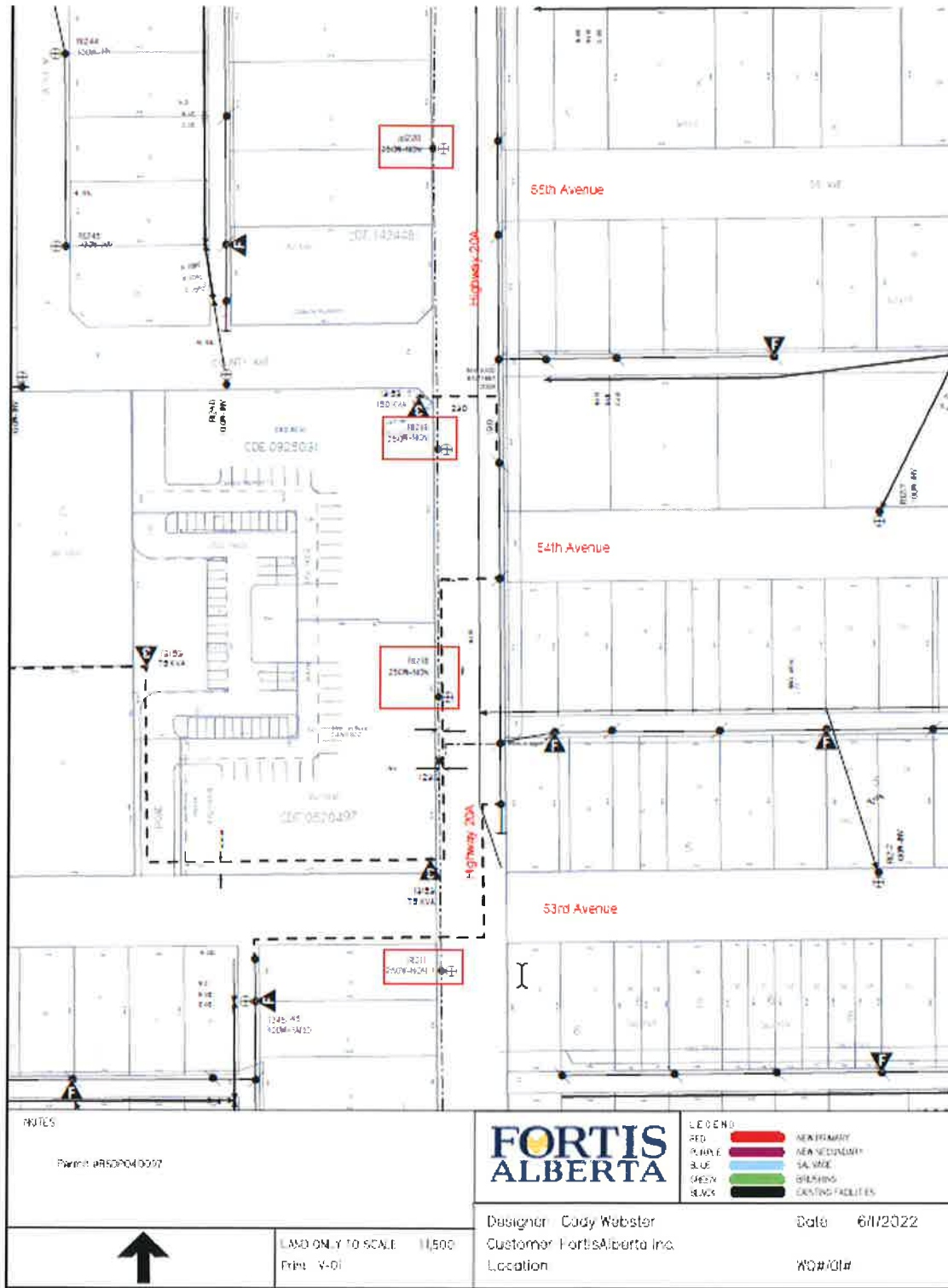
STREETLIGHT FACILITIES

Name	Land Location & Permit #	Line/Tap Number	Purchase Price
Rimbey	HWY 53 & 20 A <ul style="list-style-type: none"> • Alberta Transportation Permit No. RSDP040097-1 (SW-28-42-2-W5 to SW-33-42-2-W5) • Alberta Transportation Permit No. RSDP040097-2 SW-28-42-2-W5 to SW-33-42-2-W5) • Alberta Transportation Permit No. RSDP032198-1 (NW 20-42-02-W5 to NE-21-42-02-W5) • Alberta Transportation Permit No. RSDP032198-2 (NW 20-42-02-W5 to NE-21-42-02-W5) 	n/a	\$1.00
Pole Count	Site ID Number	Meter Number	CRM Number
31		n/a	580000333
Together with all parts, accessories and attachments thereto and as were present on the date the Purchaser last examined the physical state of the Facilities.			

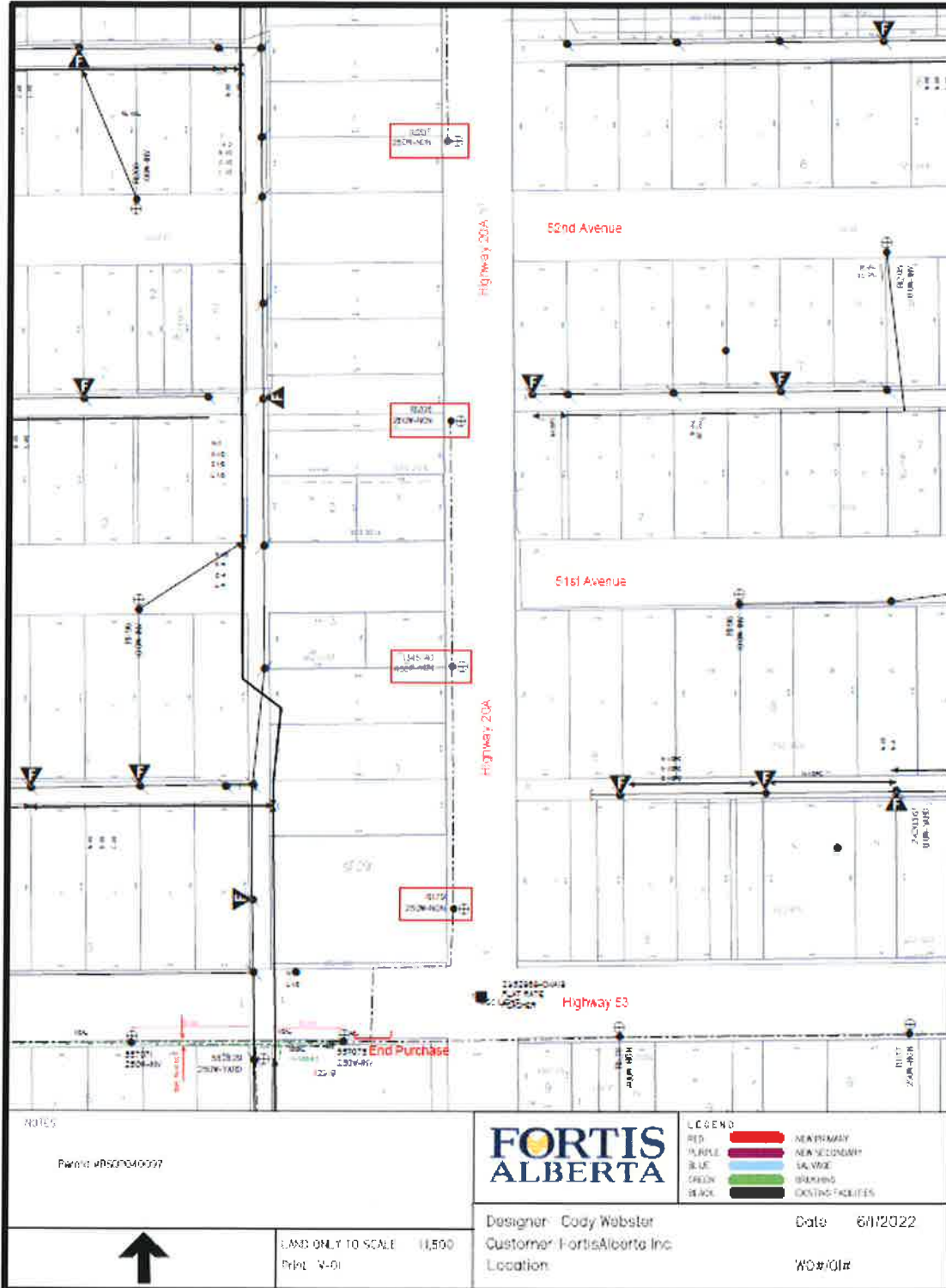
Purchase Prints:

HWY 20A

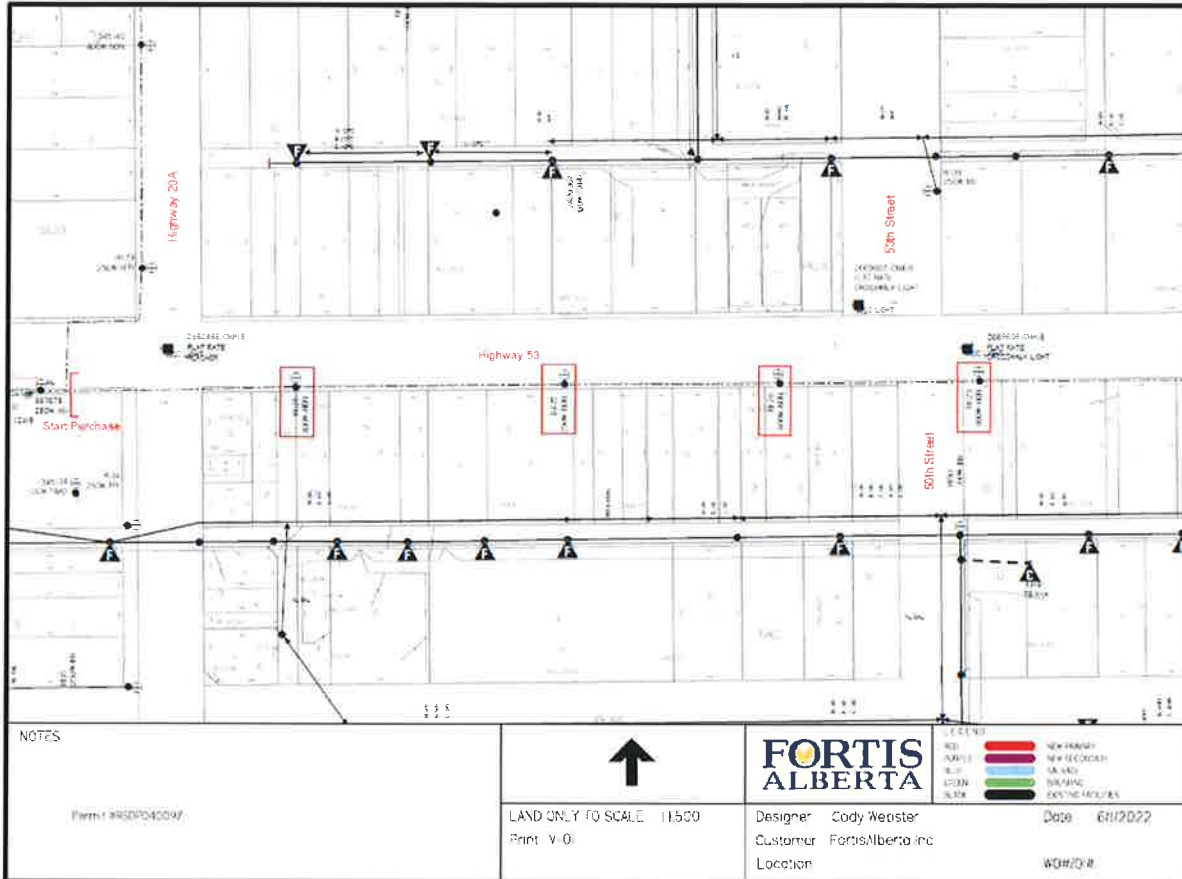


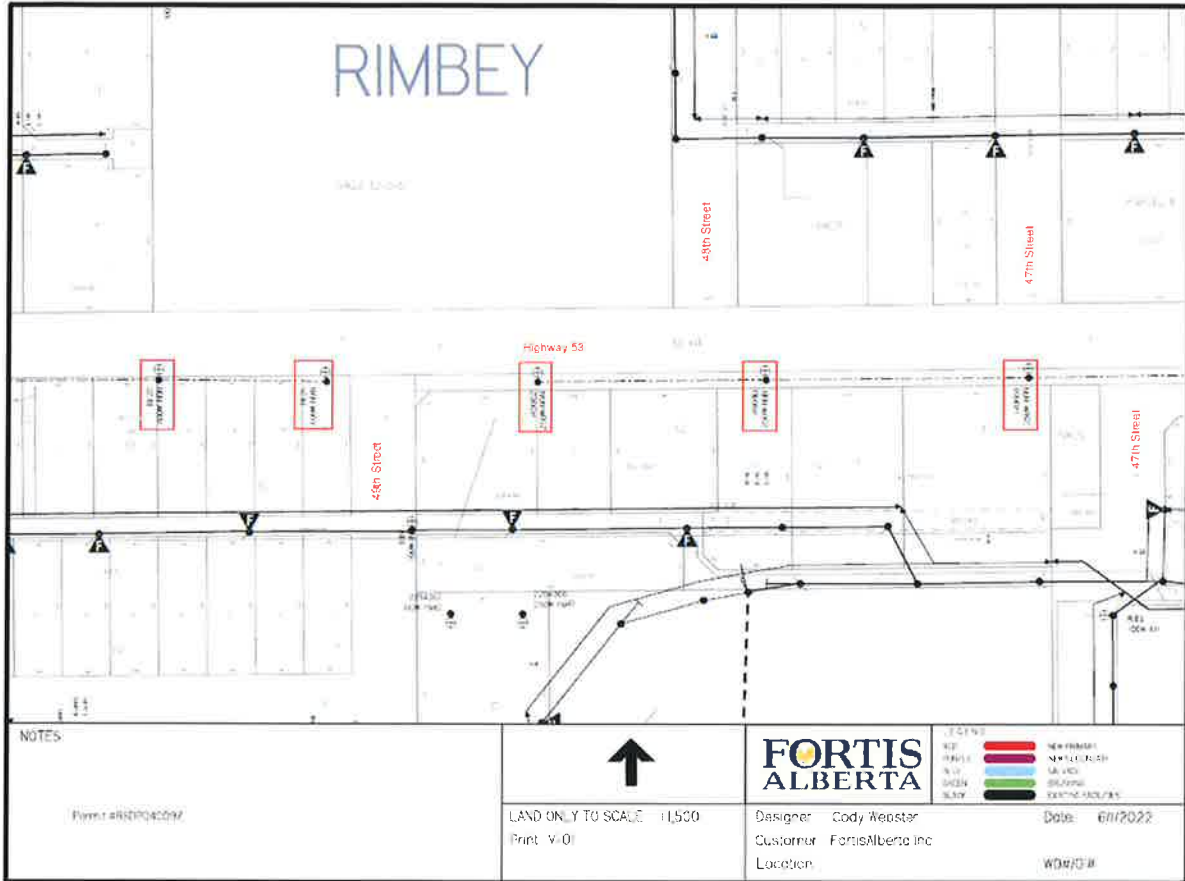


For Reference Purposes Only
 FortisAlberta CRM 580000333

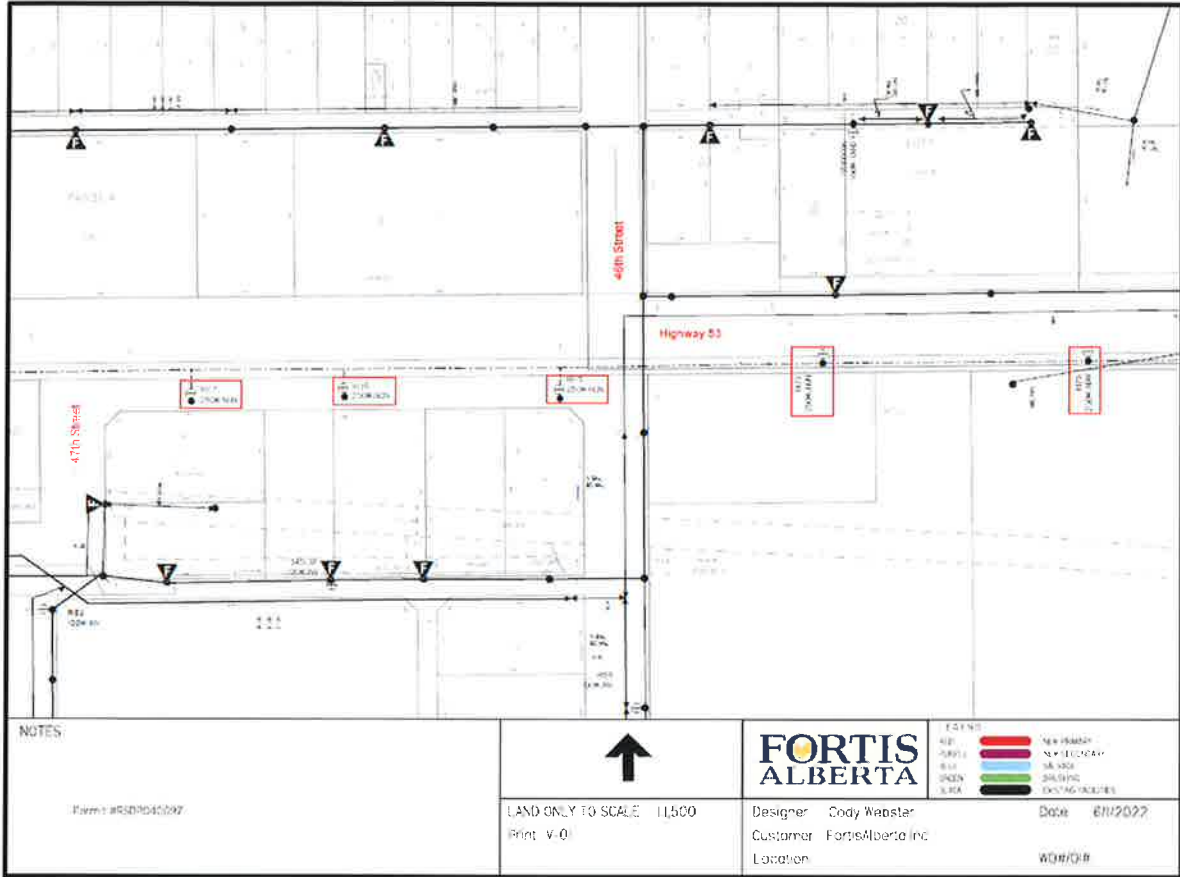


HWY 53

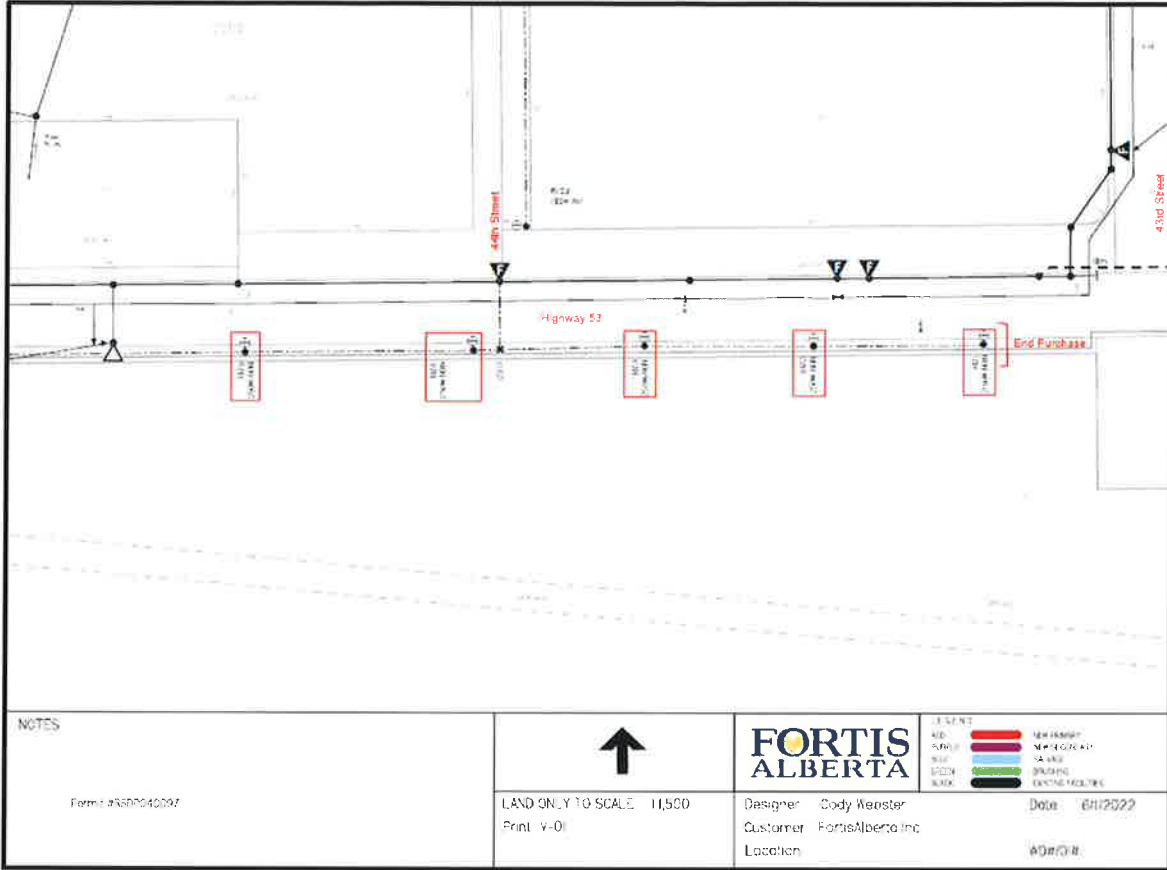




For Reference Purposes Only
 FortisAlberta CRM 580000333



For Reference Purposes Only
 FortisAlberta CRM 580000333



SCHEDULE "B"

CONVEYANCE AGREEMENT

WHEREAS pursuant to the Purchase and Sale Agreement dated the 27th day of June 2022 ("the Agreement") between FortisAlberta Inc. ("FortisAlberta") and Town of Rimbey, Town of Rimbey wishes to sell, and FortisAlberta wishes to buy, the Facilities as set forth in Schedule "A" attached to the Agreement.

IN CONSIDERATION of the Purchase Price (as defined in the Agreement) paid by FortisAlberta to Town of Rimbey, and of the mutual covenants contained in this Conveyance Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Town of Rimbey hereby sells, transfers, conveys and assigns to FortisAlberta all of Town of Rimbey's right, title and interest in and to the Facilities subject to the provisions of the Agreement.

2. FortisAlberta and Town of Rimbey will, from time to time, at the request of the other, do all such further acts and deliver such further documents as shall be reasonably required in order to fully perform and carry out the terms of this Conveyance Agreement.

For Reference Purposes Only
FortisAlberta CRM 580000333



IN WITNESS WHEREOF, the parties have caused this Conveyance Agreement to be executed under the hands of their authorized representatives as this 27th day of June 2022.

FortisAlberta Inc.

Per:

Kayla C. Law

Signature: _____

Printed Name: Kayla Law

Title: Stakeholder Relations Manager

Town of Rimbey

Per:

Signature: _____

Printed Name: _____

Title: _____

FORTISALBERTA COPY

SCHEDULE "B"

CONVEYANCE AGREEMENT

WHEREAS pursuant to the Purchase and Sale Agreement dated the 27th day of June 2022 ("the Agreement") between FortisAlberta Inc. ("FortisAlberta") and Town of Rimbey, Town of Rimbey wishes to sell, and FortisAlberta wishes to buy, the Facilities as set forth in Schedule "A" attached to the Agreement.

IN CONSIDERATION of the Purchase Price (as defined in the Agreement) paid by FortisAlberta to Town of Rimbey, the receipt of which amount is hereby acknowledged by Town of Rimbey, and of the mutual covenants contained in this Conveyance Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Town of Rimbey hereby sells, transfers, conveys and assigns to FortisAlberta all of Town of Rimbey's right, title and interest in and to the Facilities subject to the provisions of the Agreement.
2. FortisAlberta and Town of Rimbey will, from time to time, at the request of the other, do all such further acts and deliver such further documents as shall be reasonably required in order to fully perform and carry out the terms of this Conveyance Agreement.

IN WITNESS WHEREOF, the parties have caused this Conveyance Agreement to be executed under the hands of their authorized representatives as this 27th day of June 2022.

FortisAlberta Inc.

Per:

Kayla C. Law

Signature: _____

Kayla Law

Printed Name: _____

Title: Stakeholder Relations Manager

Town of Rimbey

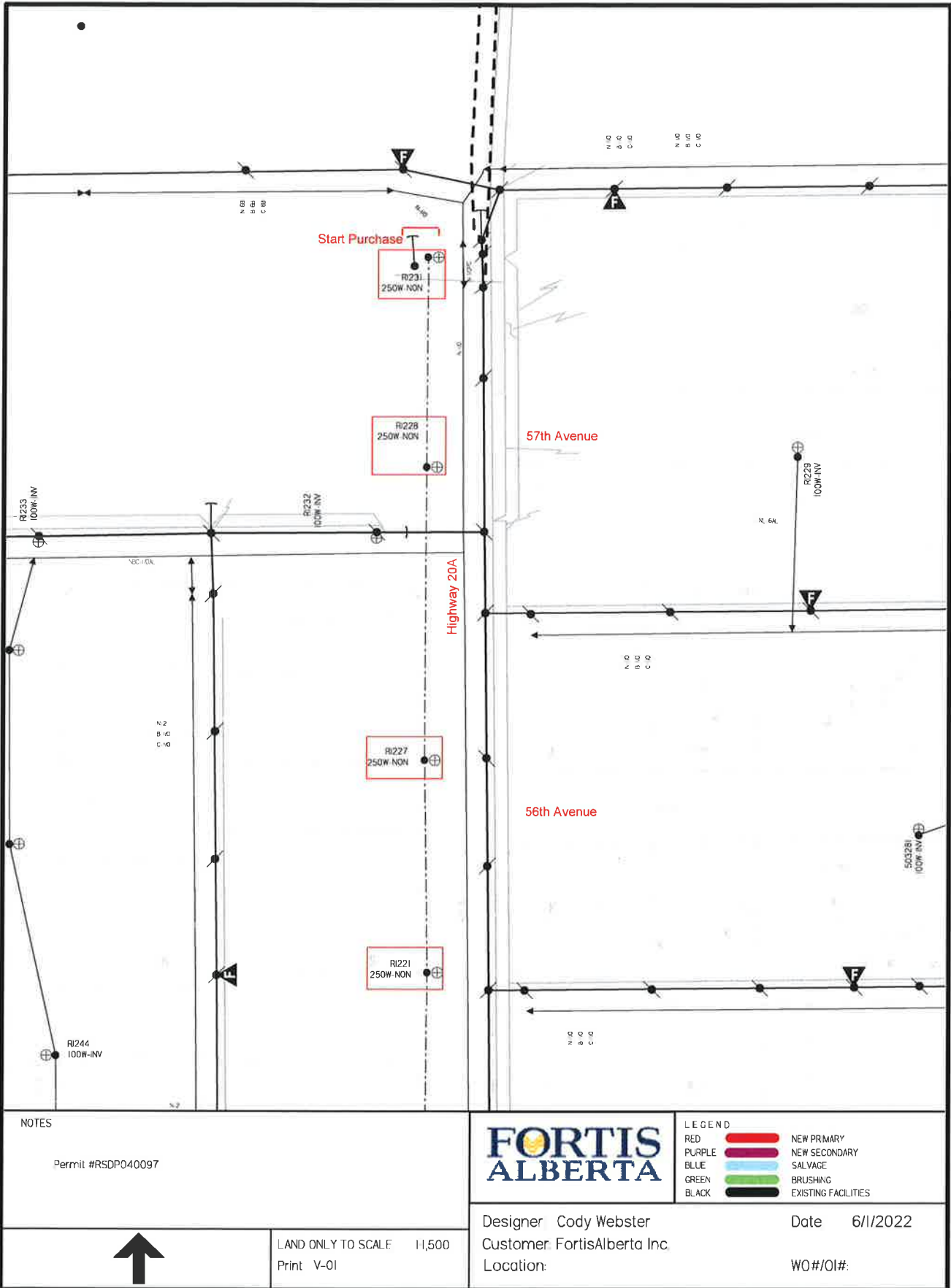
Per:

Signature: _____

Printed Name: _____

Title:

TOWN OF RIMBEY COPY



NOTES
Permit #RSDP040097



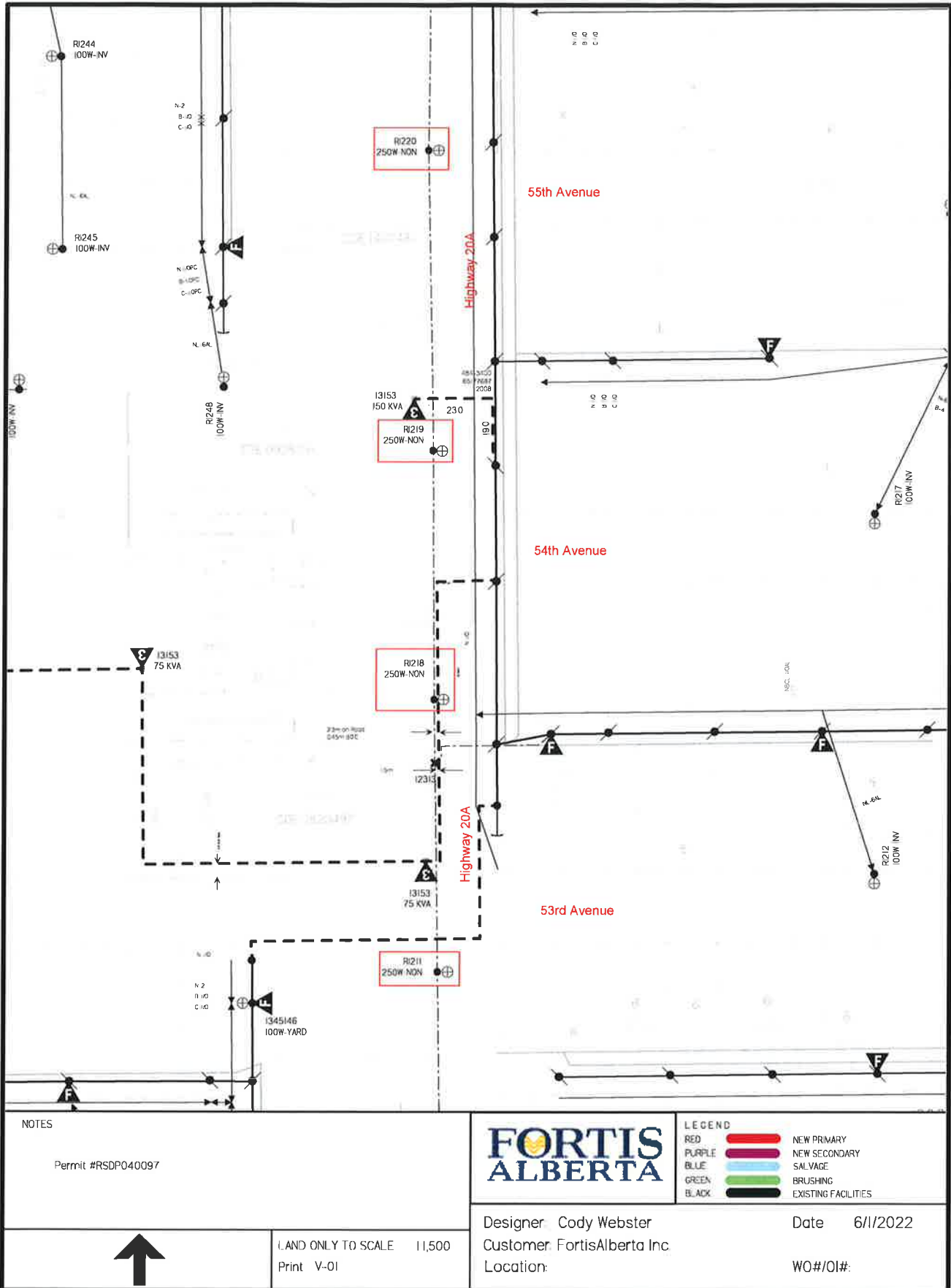
LEGEND	
RED	NEW PRIMARY
PURPLE	NEW SECONDARY
BLUE	SALVAGE
GREEN	BRUSHING
BLACK	EXISTING FACILITIES

Designer: Cody Webster
Customer: FortisAlberta Inc.
Location:

Date: 6/1/2022
WO#/OI#:



LAND ONLY TO SCALE 1:1,500
Print V-01



NOTES

Permit #RSDP040097



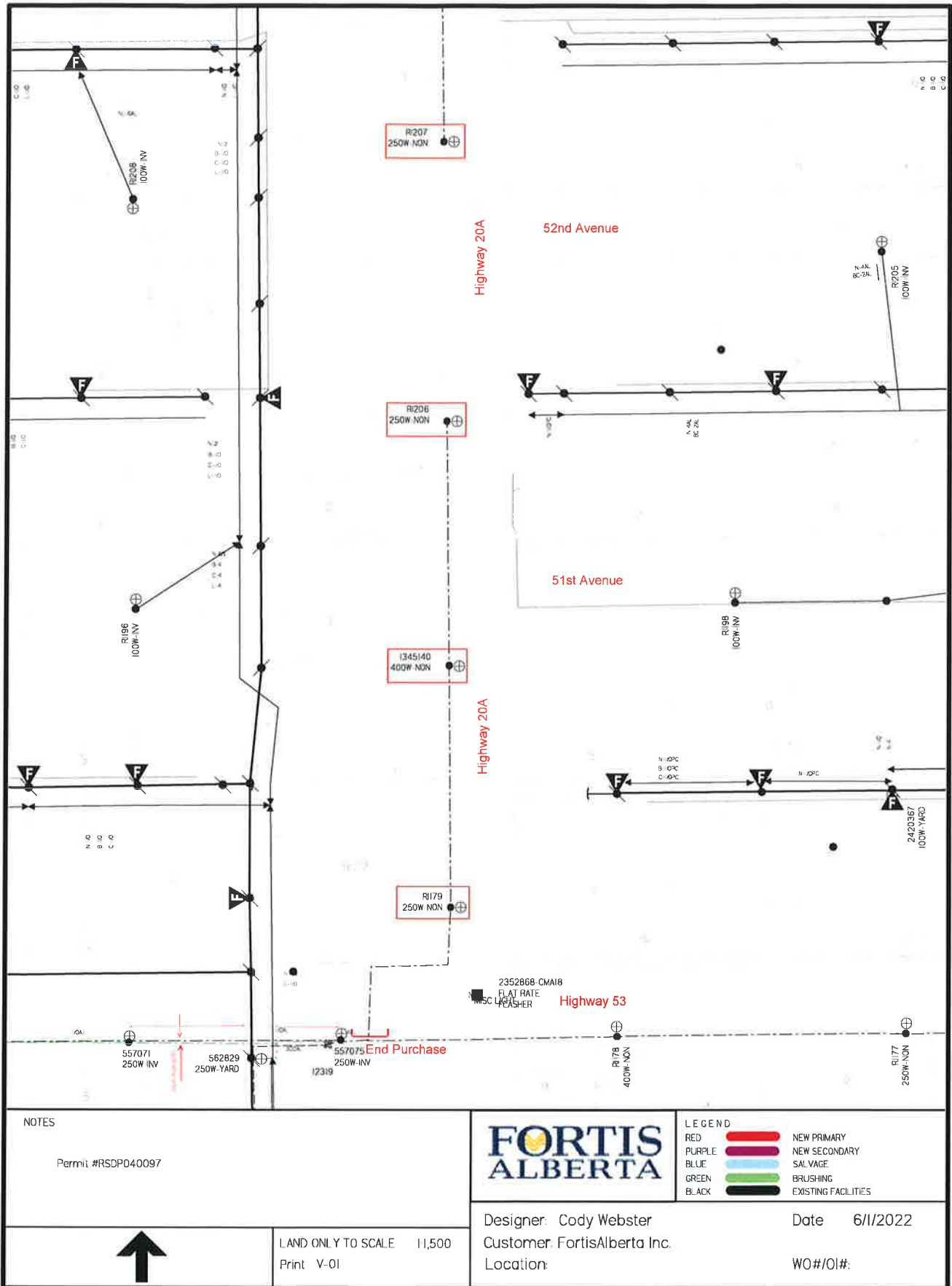
LEGEND	
—	NEW PRIMARY
—	NEW SECONDARY
—	SALVAGE
—	BRUSHING
—	EXISTING FACILITIES

Designer: Cody Webster
 Customer: FortisAlberta Inc.
 Location:

Date: 6/1/2022
 WO#/OI#:



LAND ONLY TO SCALE 1:1,500
 Print V-01



NOTES

Permit #RSDP040097



LEGEND	
RED	NEW PRIMARY
PURPLE	NEW SECONDARY
BLUE	SALVAGE
GREEN	BRUSHING
BLACK	EXISTING FACILITIES

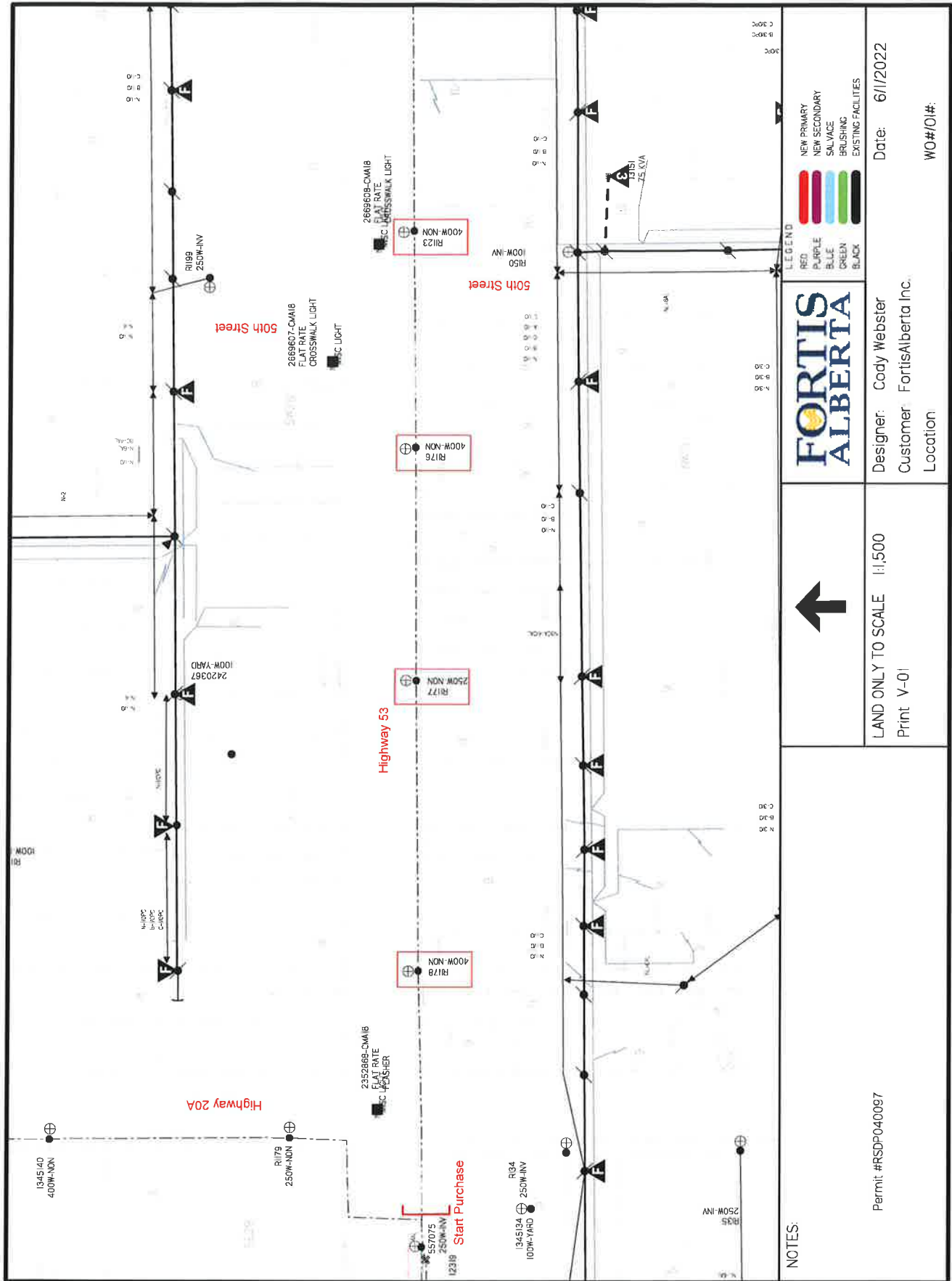
Designer: Cody Webster
 Customer: FortisAlberta Inc.
 Location:

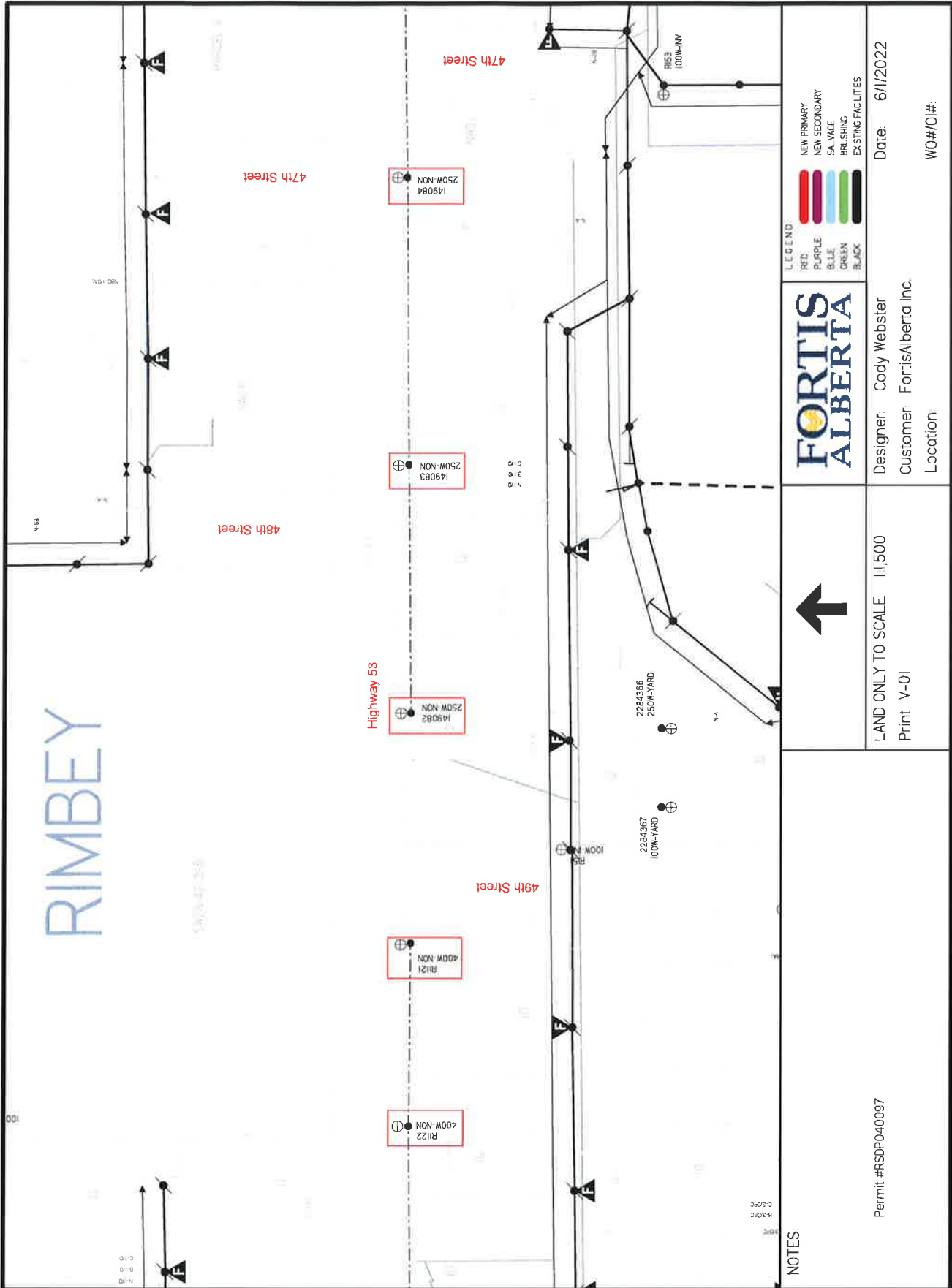
Date 6/1/2022

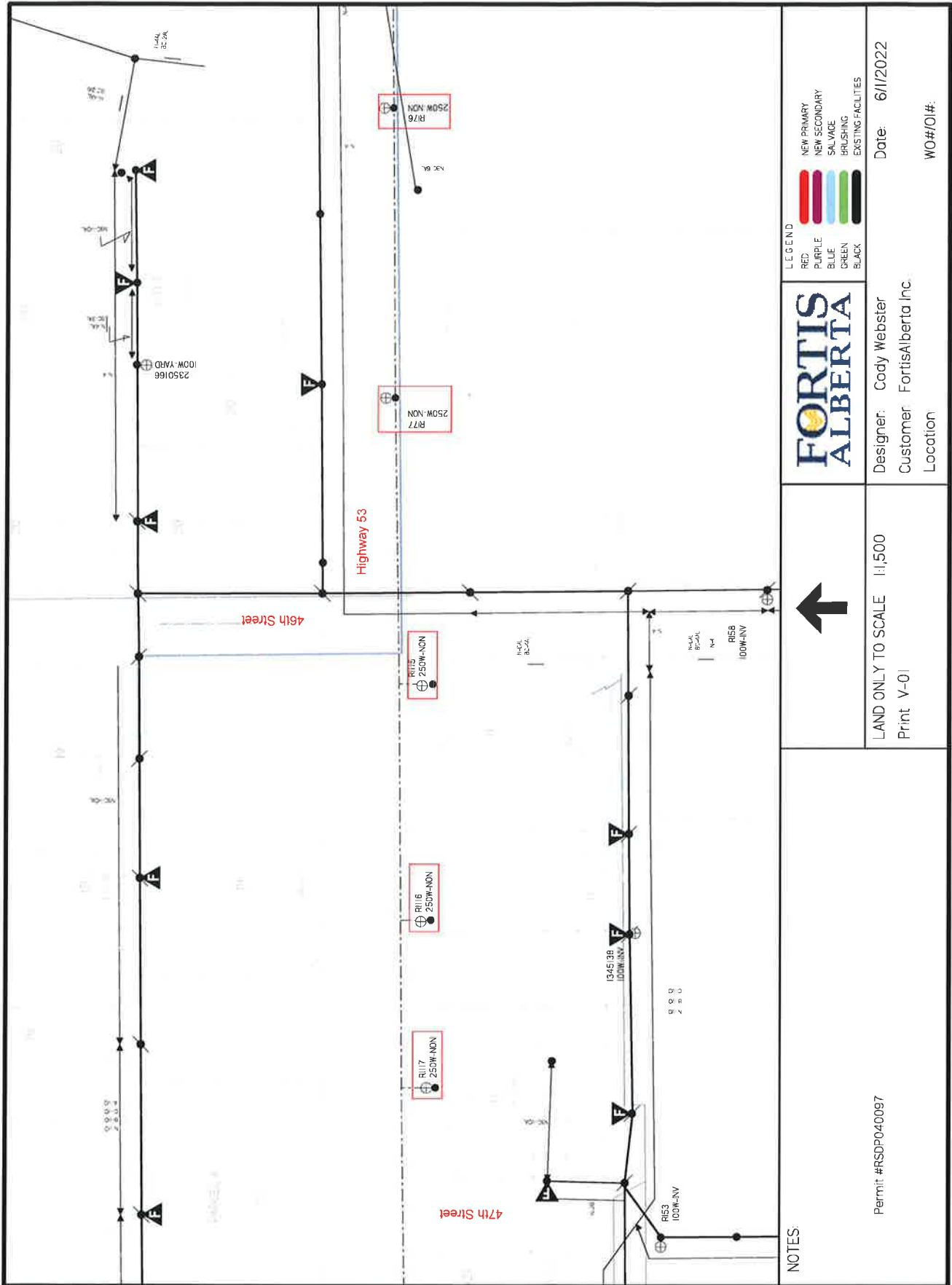
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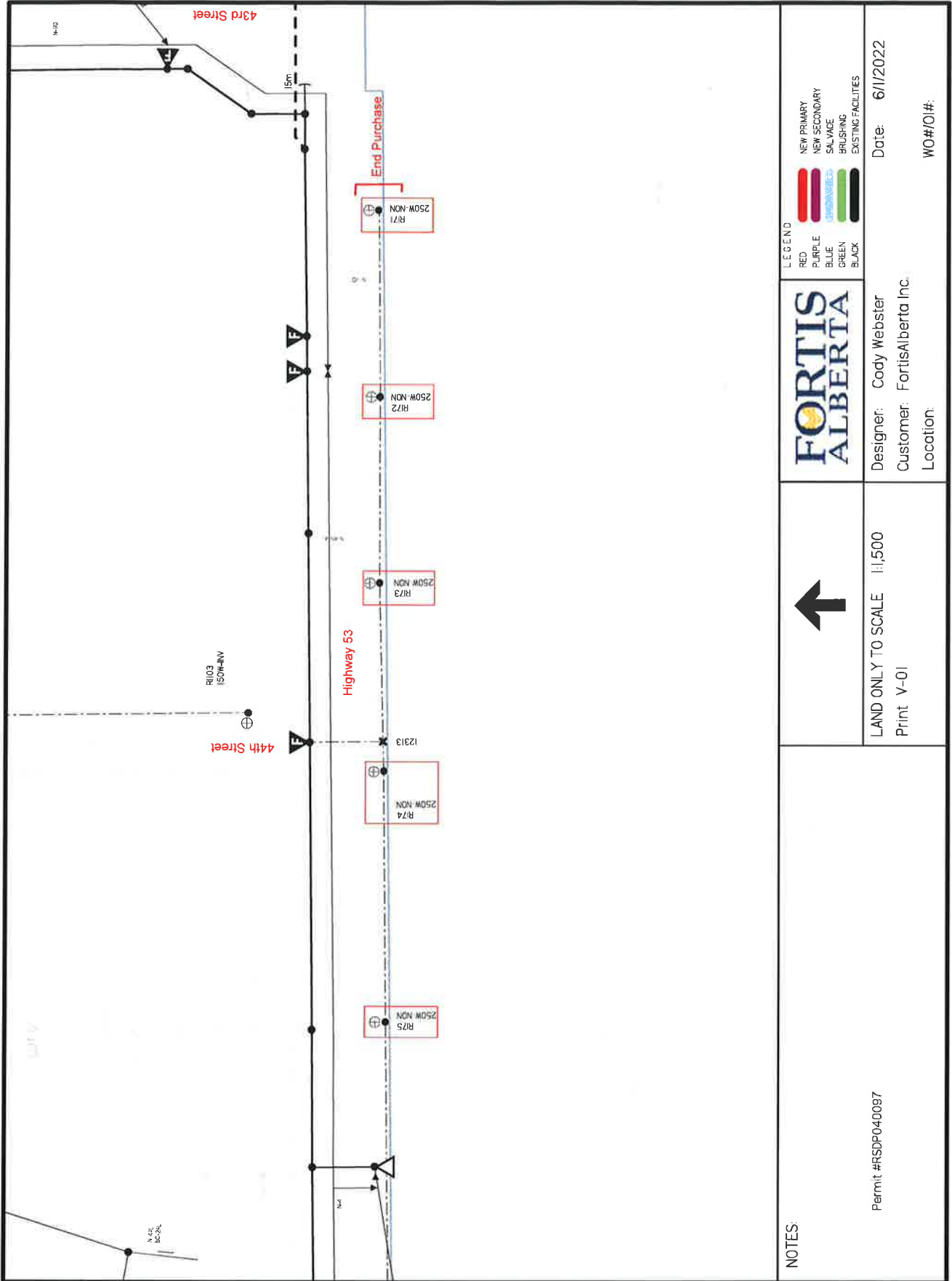


LAND ONLY TO SCALE 1:1,500
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Town Council
REQUEST FOR DECISION



Meeting: August 22, 2022
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Addendum to Rimbey Municipal Library Agreement
Item For: Public Information -or- Closed Session

BACKGROUND:

The Town of Rimbey entered an agreement with Rimbey Municipal Library on Feb 4, 2019.

DISCUSSION:

On July 25, 2022, Administration received the attached addendum requesting that it be attached to the Agreement with the Rimbey Municipal Library for future reference. The addendum contains updated information regarding the funding and expansion of the library.

RECOMMENDATION:

Administration recommends Council accept the addendum to be attached to the 2019 Agreement with the Rimbey Municipal Library.

ATTACHMENTS:

[RFD 7.1.1 Addendum to Legal Agreement](#)

[RFD 7.1.2 Agreement Town of Rimbey and Rimbey Municipal Library Board Feb 4 19](#)

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

August 17, 2022
Date

ENDORSED BY:

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

August 17, 2022
Date



**Information addendum to the
*Agreement Between the Town of Rimbey and the Rimbey Municipal Library Board***

May 16, 2022

This is written as an information document to be attached to the formal agreement between the Town and the Library Board.

Section 8 of that agreement requires that the Town provide an *“adequate facility to carry out Library services and programs”*.

In 2001, the Library moved from the Rimbey Coop building into its existing location (formally the Town’s fire hall) as part of large project which saw substantial renovations and an addition to the Town administration building.

This was a great improvement for the Library, but over twenty-plus years, demands on their programs grew steadily.

In its master planning, the Library had for several years identified their pressing need for more space. This was quantified in 2019 by an analysis of space needs based on the document *“Standards for Member Libraries within Alberta’s Regional Library System”*.

In 2020, after several months of planning and discussion, Town Council agreed to the Library’s request to expand the Town’s building to the north, gaining the Library around 2000 square feet of useable space and increasing the Library’s functional area by over 50%.

The Library undertook the funding, contracting and project management of this addition. Consultant fees, construction costs, interior furnishings, equipment, and donations of time, represent a project investment in excess of \$680,000.

This was made possible by generous community donations to the Library (including from the Town of Rimbey), a substantial CEFP grant, and the Library’s accumulated fundraising efforts from previous years.

We recognize the Town’s generous foresight in allowing the Library Board to proceed with the Library expansion project. This information document provides a historical reminder to future Councils and Boards of the Library’s substantial investment in the Town’s building.

Yours truly,

Sheila Swier, Chair
Rimbey Library Board

Agreement between the Town of Rimbey and the Rimbey Municipal Library Board

1. OVERALL OBJECTIVE OF THE LETTER OF UNDERSTANDING

The Council of the Town of Rimbey and the Board of the Rimbey Municipal Library seek to clarify and formalize the relationship between the Town of Rimbey and the Rimbey Municipal Library Board. This document aims to support and interpret legislation as it applies to the Rimbey context in order to provide maximum benefit to ratepayers and library patrons. To this end, Council and Board associate in a spirit of co-operation and open communication while preserving their individual corporate identities.

2. DEFINITIONS

In this letter of understanding:

- 2.1 Board means the Board of Trustees of the Rimbey Municipal Library Board appointed by the Rimbey Town Council;
- 2.2 Council means the Mayor and Councillors of the Town of Rimbey;
- 2.3 Town means the administrative system in place in the Town of Rimbey to manage the provisions of services to the citizens of Rimbey;
- 2.4 Municipality means the Town of Rimbey;
- 2.5 Library means the Rimbey Municipal Library;
- 2.6 Libraries Act means the Alberta Libraries Act Chapter L-11 proclaimed in force March 2010 and the Libraries Regulation (Alberta Regulation 141/98); and amendments thereto;
- 2.7 Community means the population potentially serviced by the Rimbey Municipal Library, residing in the geographical region which includes but is not limited to the boundaries of the Town of Rimbey;
- 2.8 Taxpayer means an individual or business who/which contributes property tax monies to the Town of Rimbey;
- 2.9 Library patron means an individual or group who has obtained a library card for the purpose of borrowing items from the Library, or who enters the Library physically or electronically to make use of Library resources;
- 2.10 Annual appropriation means the tax-generated revenue provided by Council to the Board for the purposes of supplying library services and programs to the community;

- 2.11 Municipal Public Service means programs of assistance or benefit aimed at the community and funded primarily from tax-generated revenue;
- 2.12 Library reserve means surplus income or those monies annually budgeted by the Board for future use determined by the Board.
- 2.13 Chief Administrator or Chief Administrative Officer means the executive officer for the Town or designate.
- 2.14 Library Director means the executive officer for the Library or designate.

3. BASIC PREMISES FROM FRAMEWORK LEGISLATION

- 3.1 That Municipal Bylaw of the Town of Rimbey established the Board as a corporation in its own right, as defined in provincial legislation, with all the rights and responsibilities therein;

(Libraries Act, Section 3, Subsection 4: "On being established the municipal library board is a corporation and shall be known as "The Town of Rimbey Library Board.")
- 3.2 That, having been established under the aforementioned bylaw, the Board is subsequently bound by the Alberta Libraries Act;
- 3.3 That Council shall appoint Board members pursuant to the Libraries Act;
- 3.4 That the Library Board as a governing board has the mandate to manage, regulate and control library operations in order to provide library services to the community subject to terms and conditions imposed by enabling legislation;

(Libraries Act, Section 7: "The municipal board, subject to any enactment that limits its authority, has full management and control of the municipal library and shall, in accordance with the regulations, organize, promote and maintain comprehensive and efficient library services in the municipality and may co-operate with other boards and libraries in the provision of those services.")
- 3.5 That the Board annually determines resources required to operate the Library and requests an appropriation from Council in accordance with the Libraries Act. The Board shall work within the Town's budget timelines and schedules;
- 3.6 That Council, through its enactment of Municipal Bylaw deems it expedient to provide library service in the community and therefore annually provides an appropriation for library funding from municipal tax-generated revenue;
- 3.7 That the province grants library funding depending upon the Board's adherence to the Libraries Act in accordance with the Department of Municipal Affairs Grants Regulation;

- 3.8 That Council has the right to veto bylaws enacted by the Board in accordance with the Libraries Act.

4. OTHER BASIC PREMISES

- 4.1 That the Library is a municipal public service;
- 4.2 That the benefit to taxpayers and library patrons is greatest when the Town and the Library work co-operatively to maximize the use of available resources;
- 4.3 That Council and Board intend the delivery of the most effective library service possible, while recognizing the dependence of quality service upon financial, physical and human resources;
- 4.4 That the Town provides services as specified in Schedule A at the town's expense.
- 4.5 That the Town and the Library each have schedules and priorities, and every effort will be made by both organizations to accommodate these in order to provide the highest level of services possible to our community.
- 4.6 That the Library is better able to manage and coordinate its services and its personnel when directly responsible for them, rather than at arm's length.

5. COMMUNICATION

The basic premise underlying all communications is that Board or Council representatives speak with one voice as authorized by their respective bodies.

5.1 Political Link:

Library Board<----->Town Council

The formal communication link is between the Mayor (or designate) and the Board Chair (or designate). An informal link occurs between Board members at large and Town Councillors.

A special link exists in the person of the Council member(s) appointed to serve as Board member(s), in that those individuals are expected to liaise with Council on library matters and to the Board on Council matters affecting the library operation.

Council and Board representatives meet at least once annually, to present budget and plans. Other meetings may be scheduled as needed, to ensure continued open communication between Board and Council.

5.2 Administrative Link

Library Administration <----->Town Administration

Administrative liaison between the Library and the Town is between the Library Director and the Town's Chief Administrator. Operational communications may be delegated to employees in either organization when situations warrant.

In order to facilitate communication, the Library Director may be invited to attend meetings with Town personnel. Similarly, the Town's Chief Administrator may be invited to attend Library Board meetings and/or meetings with Library personnel.

Library issues requiring Council consideration are conveyed to the Town's Chief Administrator who arranges for their addition to the Council's agenda. Results of Council deliberations on library matters are routinely communicated to the Library Director by the Chief Administrator.

Similarly, Council issues requiring Library Board consideration are conveyed to the Library Director who arranges for their addition to the Board's agenda. Results of Library Board deliberations are communicated by the Library Director to the Chief Administrator for distribution as required.

6. FINANCE

6.1 Budget Process

The Board requests from Council an annual appropriation for the purpose of supplying library services and programs to the community.

In accordance with the timeline established by Council, the Board and Library Director prepare and submit the Library's appropriation request. The Board will provide a copy of the annual budget for information purposes. The Town's Chief Administrator will convey to the Library Director the estimated budgeted expenses per Schedules A.

The Board will keep the Town informed of needs assessment and strategic planning for expansion or creation of new facilities. The Board may request capital funding for such projects in the form of capital grants.

6.2 Annual Appropriation from the Town

In response to the Board's request, Council provides an annual appropriation in quarterly payments on or before January 15, April 15, July 15 and October 15 to the Library intended to maximize benefit to taxpayers and library patrons. In particular, Council and Board work together to achieve maximum levels of funding from supplementary sources, such as provincial library grants based on matching funds.

In addition to an annual appropriation, Council may allocate special grants for various purposes, such as capital purchases, facility upkeep, upgrade, or expansion and special events.

Once the appropriation has been made by Council, the Board has the sole authority to allocate use of the funds in accordance with the Libraries Act.

6.3 Funding Sources

The Library receives funding from a variety of sources, including but not limited to, the Province of Alberta, Ponoka County, and the Town of Rimbey.

6.4 Tendering and Purchasing

Board policy governs the tendering and purchasing of goods and services for the Library. The Board makes the final decisions on purchasing and the awarding of contracts, in accordance with Board policy.

6.5 Assignment of Costs

The Library Director authorizes and tracks all allocations to the Library's revenue and expenditure accounts according to the budget approved by the Board and as per Board policy.

6.6 Budget Surplus/Deficit

If in a given year a surplus accrues in the Library budget, that amount is deposited into the capital, operational, contingency and/or special projects reserve accounts as designated by the Board.

If in a given year net loss occurs, the Board will, where possible, allocate funds from the Operational Reserve fund to cover the deficit or re-allocate resources as necessary. If required, the Board and Council may jointly negotiate a resolution.

6.7 Library Reserve

The Board may maintain a library reserve fund to be allocated according to Board policies. The Board determines use of funds in the Library Reserve.

6.8 Annual Audit

An annual financial report is conducted on the Library's accounts by a person/agency selected by the Board and approved by Council. Cost of the Library annual financial report is allocated to the Library budget.

After completion and acceptance of the financial report, the Board presents the report to Council.

6.10 Financial Records

The Library stores the Library's original documents pertaining to financial matters, including personnel and payroll. The retention and disposition of these documents will be in accordance with the Board's policy for records management.

7. PERSONNEL

7.1 Employment

All individuals employed to work in the Library are employees of the Board, and function under the Board's Personnel Policies.

As per Board policy, the Board alone is responsible for the employment (including hiring, supervising, evaluation, termination, and the like) of the Library Director.

As per Board policy, the Board delegates to the Library Director the management of employment functions for all its employees below the level of Library Director.

7.2 Salaries, Wages and Benefits

The Board determines salaries, wages, and benefits paid to its employees. Library pay rates will be comparable to libraries of similar size.

8. Facilities

8.1 Library Facility

The Town provides the Board with a facility in which library business may be conducted for the provision of library services and programs to the community, such facility to be adequate as determined through discussion between the Board and Town Council.

"Adequacy" of the facility includes, but is not limited to, type of facility, location, access, physical dimensions, safety standards, maintenance, amenities and other quality features, and the like. Assessment as to the meeting of such standards is to be determined by the Board and Town Council referring to such tools as "Standards for Member Libraries within Alberta's Regional Library Systems; "Health and Safety Guide for Libraries" prepared by the Canadian Centre for Occupational Health and Safety, and "Alberta Occupational Health and Safety".

The Town ensures that the costs associated with operating the library facility, such as maintenance, and the like (except those which are specified elsewhere in the Letter of Understanding) are included in the Town's annual appropriation to the Board. Such costs are to be included in the Library's estimates of operating expenditures.

The Library will identify long-range facility needs and participate in preparing to meet them not only with assessment and strategic planning, but also with contributions to a capital fund.

8.2 Maintenance

The Town is responsible for the mechanical aspects of heating, lighting, air conditioning, exterior building upkeep, exterior landscaping, and the like. The Library Board is responsible for costs associated with the operation of the library, which includes, but is not limited to, upkeep of the interior.

See Schedule A

8.3 Janitorial

The Library will be responsible for their own janitorial services.

8.4 Insurance

All library facilities, furnishings, capital equipment, and other holdings are adequately insured under the Town's insurance policies. The Library will be billed annually for their portion of the property and liability as well as bond and crime insurance.

9. OTHER AREAS OF AGREEMENT

The Board, Town Council, and their respective Administrative staff will work collaboratively on issues and opportunities related to Town and Library services for local and area residents.

9.1 Town Committees and Events

In consultation with Town personnel, the Library may participate in Town functions, on special committees (i.e. Safety), training sessions, and the like. Where costs are incurred, the Board and Council, through their Administrative staff, will negotiate the allocation of expenditures. However, it is understood that the Library will bear the costs of time and costs for such things as staff training.

10. AMENDMENT OF THE LETTER OF UNDERSTANDING

The terms of the Letter of Understanding are subject to review at the request of either party.

Either party to the agreement may notify the other in writing of proposed amendments prior to the review. This agreement remains in effect unless the review deems amendment appropriate. Either party may cancel the agreement with 90 days written notice.

11. ADMINISTRATION OF THE LETTER OF UNDERSTANDING

Changes in this Letter of Understanding agreed on by the parties hereto, however, may be made at any time, provided that such changes are properly produced in writing and executed by authorized representatives of the parties to the Letter of Understanding.

It is the responsibility of the Library Director to provide communication relevant to the provisions of this agreement to the Library Board, Library employees, and the Town's Chief Administrator. It is the responsibility of the Chief Administrator to provide communication relevant to the provisions of this agreement to Town Council, Town employees, and the Library Director.

In witness whereof the parties have hereunto executed this document on the date indicated below.

Date of execution: Feb 7, 2019

FOR THE TOWN OF RIMBEY:

[Signature]

Mayor

H. Blakely

Witness

Rick Pankiw

Print Name

Kathy Blakely

Print Name

FOR THE TOWN OF RIMBEY LIBRARY BOARD:

B. Ewanchuk

Board Chair

Jean Keetch

Witness

Beverlee Ewanchuk

Print Name

Jean Keetch

Print Name

Schedule A

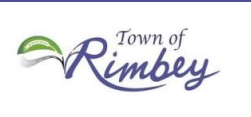
Town will be financially responsible for:

1. Major building maintenance which includes but is not limited to, structural, roof, electrical, plumbing and heating ventilation and air conditioning units.
2. Payment of Utilities including power, natural gas, water, sewer and garbage.
3. Capital upgrades which include but are not limited to: replacement of carpet, flooring.
4. Snow and ice removal.

The Library will be financially responsible for:

1. Minor interior wear and tear including paint if necessary.
2. 50% of Insurance costs for the entire building.
3. 100% of janitorial costs for the library, including all janitorial supplies.

Town Council
REQUEST FOR DECISION



Meeting: August 22, 2022
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Garrett Dick – Fitness Centre
Item For: Public Information -or- Closed Session

BACKGROUND:

Mr. Garrett Dick attended the Council meeting held on July 25, 2022 as a delegate with a proposal to purchase the fitness equipment from the Town of Rimbey and open his own facility in the downtown area.

DISCUSSION:

At the July 25, 2022 Council meeting, Council directed Administration to prepare a report on the Fitness Center membership numbers. The attached report was sent to Council on July 29, 2022.

RECOMMENDATION:

Administration recommends Council determine if they wish to sell the equipment from the Rimbey Fitness Centre to Garrett Dick and close the Rimbey Fitness Centre.

ATTACHMENTS:

[RFD 7.2.1 Fitness Centre Report 2022](#)

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer August 17, 2022
Date

ENDORSED BY:  August 17, 2022
Date
Lori Hillis, CPA, CA, Chief Administrative Officer

Fitness Centre Report – July 2022

Membership rates: (increased 2013)

Adult: 1 year = \$225.75
 6 months = \$136.50
 3 months = \$81.90
 1 month = \$40.95

Family: 1 year = \$375.40
 6 month = \$204.75
 3 month = \$136.50
 1 month = \$68.25

Student/Senior: 1 year = \$102.40
 6 months = \$75.10
 3 months = \$54.60
 1 month = \$27.30

+ \$25 cardlock deposit (gain 24/7 access)

Total memberships as of July 27, 2022 = 161

Adult: 67
Student/Senior: 54
Family: 21
Staff: 7
Firefighters: 12

12-15 years of age are allowed into the Fitness Centre with an adult
16 + years are welcome to use the Fitness Centre

The Fitness Centre is unsupervised, but cameras are installed and can be reviewed if necessary. The Fitness Centre has posters throughout the facility to help with stretching and proper technique for exercising. Some equipment has instructions posted on how to operate safely.

Cleaning of the equipment, vacuuming, and mopping is done daily Monday to Friday. On Saturday and Sunday checks are made a few times during the shift and cleaning is done as necessary.

The equipment is maintained by Fitness Mechanics who have been our preventative maintenance contractor for the last 7 years. They come as quickly as they can to fix the equipment, when called upon or we have them visit 2/year to check on the cardio equipment and cable machines that have a shorter life due to moving parts. Fitness Mechanics reports any deficiencies and

suggests improvements and new equipment that maybe suitable for our facility, they also have the appropriate insurance to cover any repairs they complete.

We currently have the following equipment:

2 x Treadmills
Stairmaster – 2020
Elliptical
Leg Press – 2021
Multi-gym (4 stations)
Peck Fly – cable
Spin Bike
Recumbent Bike
Rowing Machine
Half Rack - 2020
Preacher Curl
Smith Machine
Tricep Extension - cable
Leg Curl
Corner Cable Machine - 2019
Hyper Extension - cable
Dumbbells
Kettlebells
Medicine balls
Mats
Benches

The Fitness Centre provides the community with affordable rates for all members with a wide variety of fitness equipment. The Town owned facility provides a service to the community and caters to most users. The Fitness members that need the high-end equipment attend the bigger gyms in larger communities.

Based on the attached graph, membership revenue peaked in 2014 then declined until 2016. There has been a steady increase in memberships from 2016 until COVID in 2020. 2022 Year to date totals for revenue are the same as total revenue for 2021. Usually there is an increase in memberships in September each year so we would expect that 2022 revenues would be at least similar if not higher than 2020.

Additionally, the Fitness Center has made a net profit each year until 2021 where there was a loss. 2022 year to date figures show a profit.



Town Council
REQUEST FOR DECISION



Meeting: August 22, 2022
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Council Round Table Discussion
Item For: Public Information -or- Closed Session

BACKGROUND:

Council Round Table Discussion is for matters that are not on the agenda but arise during Council meeting.

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

August 18, 2022
Date

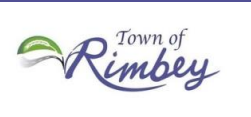
ENDORSED BY:

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

August 18, 2022
Date

Town Council
REQUEST FOR DECISION



Meeting: August 22, 2022
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Department Reports
Item For: Public Information -or- Closed Session

BACKGROUND:

Department managers supply a report to Council, bi-monthly advising Council of the work progress for the time period.

RECOMMENDATION:

Motion by Council to accept the department reports, as information.

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

August 18, 2022
Date

ENDORSED BY:

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

August 18, 2022
Date

August 22, 2022
CAO Report



HIGHLIGHTS

Capital Projects:

-56 Avenue - Concrete work has been done and paving should start within the next 2 weeks. There will be no warranty on one section of the sidewalk by Olds Concrete as one of the residents moved the barricades and drove over the sidewalk before the concrete had cured.

-51 Street – Northside Construction will be at the north end of the Coop by the end of August. They hope to continue north to 49th avenue by the end of the construction season. The remaining 2 blocks and all paving will be done next year.

Vehicle Charging Station:

-Our application for funding for the Electric Vehicle Charging Program for the charging station at the Peter Loughheed Community Center was unsuccessful. A new program is available however only offers a 46% rebate of costs instead of the 100% rebate previously offered.

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

August 22, 2022

Director of Finance Report



HIGHLIGHTS

Payables Listing as attached.

ATTACHMENTS

[RFD 8.1.2 Payables Listing July 16 - August 16, 2022](#)

PREPARED BY: Wanda Stoddart, Director of Finance

Council Board Report 8.1.3



Supplier : 1020405 to ZIM1598
Fund : 1 GENERAL FUND
Include all Payment Types : Yes

Date Range: 16-Jul-2022 to 16-Aug-2022
Sequence by: Cheque/EFT#
Fund No. Masked: Yes

Supplier Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
AlSCO	48434	08-Aug-2022	AlSCO - janitorial supplies	243.14
Automated Aquatics Canada Ltd.	48435	08-Aug-2022	Automated Aquatics - supplies	759.41
Beatty Heritage House Society	48436	08-Aug-2022	Beatty House - Community Events Grant - Rode	500.00
DILIGENT CANADA	48437	08-Aug-2022	Diligent Canada - Meeting Manager Subscription	4,123.35
Imperial Esso Service (1971)	48438	08-Aug-2022	Esso - water	10.00
Municipal Property Consultants (2009) Ltd.	48439	08-Aug-2022	Municipal Property Consultants - August 2022 fee	3,575.95
556436 Alberta Ltd.	48442	09-Aug-2022	Central Sharpening - sharpen ice knife	199.50
AGAT Laboratories	48443	09-Aug-2022	AGAT Laboratories - 2022 Discharge/Rimbey Laq	3,818.85
AlSCO	48444	09-Aug-2022	AlSCO - janitorial supplies	729.42
AMSC Insurance Services Ltd.	48445	09-Aug-2022	AMSC Insurance - Mayor / Council - Aug. 2022	48.63
AN Adventure Distribution & Consulting	48446	09-Aug-2022	An Adventure - supplies	461.27
Animal Control Services	48447	09-Aug-2022	Animal Control - May 2022 inv	3,423.00
Aquam	48448	09-Aug-2022	Aquam Aquatic Specialist Inc. - supplies	969.11
Brownlee LLP	48449	09-Aug-2022	Brownlee LLP - prof services	1,718.06
Canadian Pacific Railway Company	48450	09-Aug-2022	CP Rail - Hoadley crossing	296.00
Cast-A-Waste Inc.	48451	09-Aug-2022	Cast-a-Waste - August 2022 inv	9,817.50
DOUGLAS,CRAIG	48452	09-Aug-2022	Craig Douglas - duty boots	408.45
Drain Doctor	48453	09-Aug-2022	Drain Doctor - flush line - 4714-54 Ave.	878.33
Environmental 360 Solutions (Alberta) Ltd	48454	09-Aug-2022	E360 - 4938 - 50 Ave - bin dumps - July 2022	761.41
Evergreen Co-operative Association	48455	09-Aug-2022	Evergreen Co-op - dev. deposit refund - DP 17/22	8,000.00
Expert Security Solutions	48456	09-Aug-2022	Expert Security - Aug/2022 - pool monitoring	26.20
F & L CANNABIS	48457	09-Aug-2022	F & L Cannabis - dev. deposit refund - DP 13/22	3,000.00
HI SIGNS - THE FATH GROUP LTD.	48458	09-Aug-2022	Canoe - Hi Signs - The Fath Group Ltd. - signs	845.90
Hohn,Darla	48459	09-Aug-2022	Darla Hohn - cardlock refund	25.00
Imperial Esso Service (1971)	48460	09-Aug-2022	Imperial Esso - water	10.00
Jones,Gareth	48461	09-Aug-2022	Garreth Jones - facility deposit refund	650.00
LINDE CANADA INC.	48462	09-Aug-2022	Linde Canada Inc (Canoe) - lease/bottles	312.43
MLA Benefits Inc.	48463	09-Aug-2022	MLA Benefits - HSA	1,584.51
New Can Truck Parts	48464	09-Aug-2022	New Can Truck Parts - Unit #48 - repairs	523.90
Northside Construction Partnership	48465	09-Aug-2022	Northside Construction Partnership - RB144 - 51s	87,798.82
Oakcreek Golf & Turf LP	48466	09-Aug-2022	Oakcreek Golf & Turf - blades - Unit #49	682.11
Pendergast Contracting Ltd.	48467	09-Aug-2022	Refund on PT Account 000 - 10820	136.35
PERMIT SOLUTIONS INC.	48468	09-Aug-2022	Permit Solutions Inc. - dev. deposit refund - DP 3/22	3,000.00
Pitney Bowes	48469	09-Aug-2022	Pitney Bowes - lease charges	182.04
Rimbey Express	48470	09-Aug-2022	Rimbey Express - freight - July 2022	932.50
Rimbey Home Hardware	48471	09-Aug-2022	Rimbey Home Hardware - supplies	262.39
Rimbey Implements Ltd.	48472	09-Aug-2022	Rimbey Implements - tree/hedge equip	1,851.99
ROBERTSON,BARRY	48473	09-Aug-2022	Barry Robertson - Pool Op 1 course - expense	486.70
ROBINSON,TROY	48474	09-Aug-2022	Troy Robinson - cardlock refund	25.00
Staples Professional	48475	09-Aug-2022	Staples Professional - office supplies	469.24
THOMSON REUTERS CANADA	48476	09-Aug-2022	Thomson Reuters Canada - supplies	42.46
Town Of Rimbey	48477	09-Aug-2022	Town of Rimbey - utilities	2,666.89
Uni First Canada Ltd.	48478	09-Aug-2022	UniFirst - coveralls/supplies	165.45
VASILEV,SUSAN	48479	09-Aug-2022	Susan Vasilev - Town purchased plot back (Mour	525.00
W.R. Meadows	48480	09-Aug-2022	WR Meadows - supplies - crackfiller	7,072.84
Wolseley Industrial Canada INC	48481	09-Aug-2022	Wolseley - CR to inv#869008	3,736.06
Estate of Josefina Bruca,	48482	09-Aug-2022	Refund on account 001-12560-002.	913.65
Estate of Josefina Bruca,	48483	09-Aug-2022	Refund on account 001-15320-001.	4,232.15
Canada Revenue Agency	00115-0001	08-Aug-2022	CRA - deductions (July 17-30/22) biweekly payroll	40,766.66
LAPP	00115-0002	08-Aug-2022	LAPP - Town - July 22/22 biweekly payroll (July 3	19,639.47
Telus Communications Inc.	00115-0003	08-Aug-2022	Telus - July 10/22 - Beatty House	2,266.32
VICTOR CANADA	00115-0004	08-Aug-2022	Victor - August 2022 benefits	15,979.99
INNOV8 DIGITAL SOLUTIONS INC.	00116-0001	09-Aug-2022	Innov8 - copies - June 2022	1,462.62
LAPP	00116-0002	09-Aug-2022	LAPP - FCSS July 27/22 biweekly payroll (July 4-	2,083.79
Meridian OneCap Credit Corp	00116-0003	09-Aug-2022	Meridian One-Cap - (Aug-Oct/22) quarterly lease	1,977.15
Waste Management	00116-0004	09-Aug-2022	Waste Management - July 2022 recycle	5,289.71
Total:				252,366.67

August 22, 2022

Community Services Report**HIGHLIGHTS****RECREATION PROGRAMS 2022- 2023**

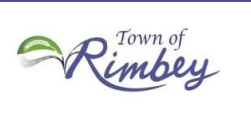
Programs	Date	Instructor	Attendance
Drop In Sports Pickleball/Badminton	Tues/Thurs 7:00 pm - 8:30 pm	Facility Attendant	
Family Drop In	Wednesdays 7:00 pm - 8:30 pm	Facility Attendant	
Pickleball/Badminton	Tues/Thurs 1:00 pm -3:00 pm	Facility Attendant	
Sr/Parent & Tot Skate	Thursdays 2:00 pm - 3:00 pm	Facility Attendant	
Public Skating	Sundays 5:15 pm - 8:00 pm	Arena Operator	
Youth Shinny	Wednesdays 3:15 pm - 4:00 pm	Arena Operator	
Babysitting Course	October 22/202 May 2023	Paid Instructor	
Zumba Class	Fall/Winter/Spring	Advertised for instructor on website and in Rimbey Review week of August 16/22	
Sr. Fitness Class	Fall/Winter/Spring	Advertised for instructor on website and in Rimbey Review week of August 16/22	
Kangoo Fitness	Fall/Winter/Spring	Need Instructor	
Trampoline Fitness	Fall/Winter/Spring	Need Instructor	
Wallyball League	October - March	Facility Attendant	
Racquetball/Squash Clinic	Winter	Need Instructor	
First Aid Course Adult Pet	Fall 2022	Need Instructor	
Scuba Diving Course	June 2023	Need Instructor	

Council Agenda Item 8.1.4

Red Cross Swimming Lessons	July - August 2022 8 weeks	Swim Instructors	
Public Swim	May - Sept 2022 4.5 - 6 hrs/day	Lifeguard Supervision	
Aquafit	Wednesdays 7:30 pm - 8:30 pm	Need Instructor	
Jr. Lifeguard Program		Need Instructor	
Bronze Med/Cross	5 day course 8 hrs/day	Need Instructor	
Kayak lessons	Mondays 8:00 pm - 9:00 pm	Need Instructor	
Floor Hockey Drop In	Spring 2023	Arena Operator	
Roller skating Drop In	Spring 2023	Arena Operator	
Lacrosse Drop In	Spring 2023	Need Instructor	
Tennis Clinic	Summer 2023	Need Instructor	
Disc Golf Drop In	Summer 2023	Facility Attendant	
Geo Caching	Summer 2023	Facility Attendant	

PREPARED BY: Cindy Bowie, Director of Community Services

Town Council
REQUEST FOR DECISION



Meeting: August 22, 2022
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Boards/Committee Reports
Item For: Public Information -or- Closed Session

BACKGROUND:

Various Community Groups supply Minutes of their board meetings to Council for their information.

RECOMMENDATION:

Motion by Council to accept the reports, as information.

ATTACHMENTS:

[RFD 8.2.1 RHS Minutes Jan - June 2022](#)

[RFD 8.2.3 Tagish Engineering Project Status Updates August 4, 2022](#)

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

August 18, 2022
Date

ENDORSED BY:

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

August 18, 2022
Date

Rimbey Historical Society Board Meeting Minutes

At Smithsonian International Truck Museum

Wednesday January 19, 2022 @ 5:00 pm

Present: Larry Varty, Sharon Bowness, Jim Schneider, Chuck Hendricks, Celia Hendricks, Larry Beckley, Wayne Thompson, Lana Curle, and Cheryl Jones.

Absent: Mathew Jaycox, Janet Carson, and Bill Hval.

Guests Present: None

Call to Order: Meeting called to order by the President, Larry Varty, at 5:00 pm.

Agenda: Jim Schneider moved and Chuck Hendricks seconded the agenda be accepted – CARRIED

Minutes: Larry Beckley moved and Lana Curle seconded the minutes from the previous board meeting which was held Wednesday November 17, 2021 – CARRIED

Old Business Arising from Minutes:

RJ Plumbing replaced some water lines at the Park Rental House for his quoted price.

President: None

Treasurer's Report: Cheryl Jones presented the treasurer's report, Janet Carlson was absent. We have received \$17,039 from the MAP Government COVID relief fund. Applied for the Canada Summer Jobs grant, will hear back in April as to how many summer students we are able to hire.

Wayne Moved, and Chuck seconded the treasurers report be accepted – CARRIED

Committee Reports:

a) **Grants:** covered in the Treasurers report

b) **Gaming/Casino:** Celia Hendricks reported no contact as yet from the ALGC regarding pay out from the Casino worked. Annual filing is done and sent in.

c) **Maintenance/Restoration Shop & Truck Repairs:** No activity in shop. Wayne inquired about the forklift; it has been idle for 2 years. He asked if he could check it out come spring to assess its working order. It has no value & couldn't sell it. Also the Juke box project is on hold waiting more information.

d) **Buildings & Yard:** Some activity – will be covered in the Park Report.

e) **Events & Fundraising:** The Santa Night & festival of Lights was a success. Warm weather, great attendance. Next year need a team of 5 volunteers for the kitchen. 2 Blindman Valley Lions member volunteered their time, which was much appreciated.

f) Strategic Planning Committee: Nothing to report

Town Representation: Lana brought up the annual operational grant the Historical Society submitted to the Town, as well as the Canada Summer Jobs grant that was applied for, a discussion followed regarding these grants.

Park Administration Report: Cheryl reported Celia and Diane will be in to do the yearend financial review next week. Public Works has been accessing the RV Storage area for the hydrant to do maintenance on the waterline. The Reni heater pump failed in the Pavilion washrooms. This happen when the weather was below 30 for those couple of weeks so the bathroom water had frozen but not the underfloor heat as it was caught in time. Everything thawed out with no permanent damage and the pump was replaced. There are 3 bookings so far for Pavilion rentals this summer, following AHS restrictions.

New Business:

Discussions about the AGM with a meeting date set for February 16 at 7 pm, as regulations stand no meal will be provided. On the nominating committee Larry Varty, Chuck Hendricks, and Sharon Bowness, committee to meet January 28 @ 10 am. Proposed 2022 budget review. The Casino proceeds we may receive this year are unknown; pre-COVID amounts we received have been about \$23,000. Monthly meeting scheduled new business list was handed out and reviewed with no changes suggested.

Next Board Meeting is the AGM to be held February 16, 2022 @ 7:00pm

Adjournment: Chuck Hendricks adjourned the board meeting at 5:55-pm.

Rimbey Historical Society Board Meeting Minutes

At Smithson International Truck Museum

Wednesday March 16, 2022 @ 6:00 pm

Present: Larry Varty, Sharon Bowness, Robyn Eve, Chuck Hendricks, Celia Hendricks, Larry Beckley, Wayne Thompson, Bill Hval, Roger Harvey, Jack Webb, Al Tarleton, Mathew Jaycox, Lana Curle, and Cheryl Jones.

Absent: None

Guests Present: None

Call to Order: Meeting called to order by the President, Larry Varty, at 6:00 pm.

Agenda: Chuck Hendricks moved and Celia Hendricks seconded the agenda be accepted – CARRIED

Minutes: Al Tarleton moved and Mathew Jaycox seconded the minutes from the previous board meeting which was held Wednesday January 19, 2022 – CARRIED

Old Business Arising from Minutes:

Washrooms at the Pavilion- Kansas Ridge Mechanical came in for an issue with the Reni water heating system. Pump was replaced and water in bathrooms thawed out without damage to the plumbing. Glycol will need to be replaced to prevent any freeze up issues next winter.

President: Larry Varty welcomed the new Board members and thanked the outgoing members for their volunteerism which is much appreciated.

Treasurer's Report: Robyn Eve presented the treasurer's report. The Museum received \$16,448.77 from the Casino worked in December. This amount is down 28% but still a worthwhile fundraiser. Also a request for a monthly bank balances with the financial statement will be done for April and going forward.

Robyn Moved, and Bill Hval seconded the treasurers report be accepted – CARRIED

Committee Reports: (Board members choose committees)

- a) **Grants:** Lana Curle and Robyn Eve
- b) **Gaming/Casino:** Celia Hendricks and Al Tarleton
- c) **Maintenance/Restoration Shop & Truck Repairs:** Bill Hval, Wayne Thompson, and Al Tarleton
- d) **Buildings & Yard:** Sharon Bowness, Roger Harvey, Chuck Hendricks, and Mathew Jaycox
- e) **Events & Fundraising:** Jack Webb, Celia Hendricks, and Sharon Bowness
- f) **Strategic Planning Committee:** Bill Hval and al Tarleton

Town Representation: Lana commented that the Town Budget meeting is March 24th and open to the public. Funding decreases of 60% is a possibility this year. There have been complaints from the public that the big drive through gate by the Pavilion is not open for the public to drive in and park to walk about or picnic at the Pavilion.

Discussion followed. A suggestion was made to ask the mayor to the April meeting, plus written requests of the complaints. Lana will pass along the requests.

Park Administration Report: Cheryl requested approval to put and ad in the Rimbey Business and Tourism guide. A sample of the ad was provided at a cost of \$320 + gst. It was suggested addition of a 2 for 1 coupon. Chuck moved and Celia seconded the approval of the ad. – CARRIED

There is an “action list” of things that need doing which are Board approved for anyone looking to help at the museum. Other larger projects will go through the individual committees. With the busier tour season approaching, there will be a need for daily volunteers to help at the Truck Museum. At present we have Robyn on Tuesdays, Larry Beckley and Daryl on Wednesdays, Chuck on Fridays, and Larry Varty helps some Saturdays. This leaves an opening for Mondays, Thursdays, and Sundays when the Museum is open again 7 days a week. Cheryl thanked all the passed volunteers and appreciates the extra much needed help during the summer.

Artifacts donated moved to be accepted by Jack Webb and seconded by Robyn Eve – CARRIED

New Business:

Signing authority, Larry Varty and Bill Hval remain, remove Janet Carlson, and add Robyn Eve. Motion made by Celia Hendricks and seconded by Sharon Bowness.

CARRIED *Signature* _____
Board President Larry Varty

Administrator annual review/approval agreement was discussed and tabled for more clarification. A special meeting is scheduled for Wednesday March 23 at 6:00 pm

Next Board Meeting is to be held April 20, 2022 @ 6:00pm

Adjournment: Jack Webb adjourned the board meeting at 7:33 pm.

Wednesday March 23, 2022 @ 6:00 pm Special meeting

Present: Larry Varty, Sharon Bowness, Robyn Eve, Chuck Hendricks, Celia Hendricks, Larry Beckley, Wayne Thompson, Bill Hval, Jack Webb, Mathew Jaycox, and Cheryl Jones.

Absent: Al Tarleton, Roger Harvey, and Lana Curle

Call to Order: Meeting called to order by the President, Larry Varty, at 6:00 pm.

Purpose for this special meeting – Administrator/Curator annual review

Discussion was held, review of the revised Administrator/Curator agreement with the included breakdown of wages and deductions.

Motion made by Check Hendricks to approve the annual review as presented, seconded by Celia Hendricks - CARRIED

Adjournment: Jack Webb adjourned the meeting at 6:15 pm.

Rimbey Historical Society Board Meeting Minutes

At Smithsonian International Truck Museum

Wednesday April 20, 2022 @ 6:00 pm

Present: Larry Varty, Sharon Bowness, Robyn Eve, Chuck Hendricks, Celia Hendricks, Wayne Thompson, Roger Harvey, Jack Webb, Al Tarleton, Lana Curle, and Cheryl Jones.

Absent: Bill Hval and Mathew Jaycox

Guests Present: Rimbey Lions to discuss Rock'n in Rimbey. Laverne Oberhammer and Roy Keessar presented a proposal to involve the Museum with this event on August 19-21 weekend. The Museum could have a car show and pancake breakfast, at which Lions volunteers may assist. The Rimbey Lions will advertise. A general discussion followed with consensus from the Board for the Museum to be involved in this event.

Call to Order: Meeting called to order by the President, Larry Varty, at 6:20 pm.

Agenda: Al Tarleton moved and Wayne Thompson seconded the agenda be accepted – CARRIED

Minutes: Sharon Bowness moved and Robyn Eve seconded the minutes from the previous board meeting which was held Wednesday March 16, 2022 – CARRIED

Old Business Arising from Minutes:

None

President: Larry Varty – a discussion of several issues will be addressed in “New Business”

Treasurer's Report: Robyn Eve presented the treasurer's report noting the Telus bill for Feb. came out in April as well as the April bill. Also noted the GST refund received. Robyn Moved, and Sharon Bowness seconded the treasurers report be accepted – CARRIED

Committee Reports:

- a) **Grants:** Nothing to report
- b) **Gaming/Casino:** Nothing to report
- c) **Maintenance/Restoration Shop & Truck Repairs:** Wayne and Al are working on the Forklift. Also the lawn equipment will be checked/serviced so they are ready to go for the season. The Jukebox was move into the truck Museum. It will still need repair to be in working order.
- d) **Buildings & Yard:** Hoping to get the spring cleanup done before Museum opening, May long weekend.
- e) **Events & Fundraising:** Jack Webb, Celia Hendricks, and Sharon Bowness will meet in the near future regarding Rock'n in Rimbey. Saturday pancake breakfast starting at 7:00 am, concession lunch and car show. “Park'n in the Park”
- f) **Strategic Planning Committee:** Nothing to report. Al Tarleton mentioned a need to revamp the Truck Museum washrooms.

Town Representation: Lana reported Town annual funding to the Museum this year is \$30,000. Much appreciated and many thanks. Also this year “Community in bloom” requesting a Town clean-up for Main Street and beautification with flowers.

Park Administration Report: Cheryl had a request for the Handi-Van to hold their bi-monthly meetings at the Truck Museum. A discussion followed, Al Tarleton move to give permission to the Handi-van, Chuck Hendricks seconded - CARRIED

National Volunteer week is April 24 to 30th, a free movie matinee for Volunteers will be held April 29th, and all are welcome.

Sharon Bowness has agreed to volunteer at the Truck Museum Thursday afternoons and all day when we open 7 days a week in the summer. We have heard back from the CSJ and will only be funded for a reduced amount of \$10,000, which will cover 2 students for July and August. If we open like we usually do in May, the Museum will have to cover 100% of the wages. A motion was made by Chuck for the Museum to cover the cost of hiring 1 summer worker from May 10, to the end of June, Jack seconded - CARRIED
Chuck and Sharon will be assisting Cheryl with the hiring process of the summer students this year.

Thanks to the volunteers who assisted with the taking down of the rest of our Christmas decorations.

The “Barn Quilt” is here and ready to install. Chuck volunteered to look after that. Artifacts donated moved to be accepted by Al Tarleton and seconded by Jack Webb – CARRIED

New Business:

- a) Arch Rib building- Last fall we had no response on the Tender to fix the roof. Larry received an estimate for shingles vs tin. A discussion followed with a motion made by Chuck to use green tin and hire a contractor to get this done as soon as possible, seconded by Wayne – CARRIED. A committee consisting of Wayne, Roger, and Bill was set up to look after this project.
- b) Regular Town Council meeting, scheduled for April 25, will be attended by Larry and Cheryl to find a solution regarding the closure of the Pavilion parking lot gate. Also this same gate needs to be replaced, as it is difficult to open and close. Committee Larry, Chuck, and Mathew will price out options for a replacement gate.
- c) Joining the sidewalk from the Medical Museum to the Truck Museum was quoted at \$6,300. A motion was made by Jack and seconded by Chuck to have this project done by Kevin Booth for the price quoted- CARRIED

Next Board Meeting is to be held May 18, 2022 @ 6:00pm

Adjournment: Jack Webb adjourned the board meeting at 7:30 pm.

Rimbey Historical Society Board Meeting Minutes

At Smithsonian International Truck Museum

Wednesday May 18, 2022 @ 6:00 pm

Present: Larry Varty, Sharon Bowness, Robyn Eve, Chuck Hendricks, Celia Hendricks, Wayne Thompson, Bill Hval, Jack Webb, Al Tarleton, Lana Curle, and Cheryl Jones.

Absent: Mathew Jaycox and Roger Harvey

Guests Present: None

Call to Order: Meeting called to order by the President, Larry Varty, at 6:00 pm.

Agenda: Al Tarleton moved and Robyn Eve seconded the agenda be accepted – CARRIED

Minutes: Sharon Bowness moved and Wayne Thompson seconded the minutes from the previous board meeting which was held Wednesday April 20, 2022 – CARRIED

Old Business Arising from Minutes:

Will be discussed in committee reports

President: Larry Varty reported the Pavilion gate would be too expensive to replace for now so it will have to be switched with the west yard gates. The Town requested the Pavilion parking lot gate be opened in the summer 7 days a week 9 am- 9 pm. This gate can be closed again in the fall and winter. The sidewalk project is on hold for now; the quote is good until August.

Treasurer's Report: Robyn Eve presented the treasurer's report noting the bill paid for repair of the Rinnai in the Pavilion bathrooms and maintenance on the Rinnai in the Restoration Shop.

Robyn Moved, and Al Tarleton seconded the treasurers report be accepted – CARRIED

Committee Reports:

- a) **Grants:** Will be applying to the Ponoka County for funding to assist with the Arch Rib roof repair.
- b) **Gaming/Casino:** Money from the Casino fund will be used for repairs to the Arch Rib building.
- c) **Maintenance/Restoration Shop & Truck Repairs:** Working on the forklift, yard equipment ready to go.
- d) **Buildings & Yard:** Pond looks good, some debris to be picked up. Sharon will do that project plus start on the flower beds. A dead tree plus low hanging branches need to be dealt with. Thanks to Chuck and Larry Beckley for hanging the Barn Quilt.
- e) **Events & Fundraising:** Jack Webb will be checking the gas stove, also cooking for Old-timers Breakfast June 19th and Canada Day July 1st. Celia and Sharon will do the supplies shopping for these events. Additionally "Rock'n in Rimbey" Park'n in the Park August 20th. Schedule for that event: Breakfast starts at 7:00 am, Car show registration at 9:00, trophies at 2:00 pm.
- f) **Strategic Planning Committee:** Nothing to report.

Town Representation: Lana reported the Town's issue with the Pavilion gate has been resolved.

Park Administration Report: Cheryl reported this year the only job applicants we had were two high school students. Interviews are scheduled for May 20th with Chuck, Sharon, and Cheryl. Looks like it will be a very busy summer with bookings and rentals. The Bluffton 4H will be here June 10th to volunteer with yard clean-up. Much appreciated to have extra volunteer help.

A request for August 14th, because of possibly inclement weather, could the Truck Museum be available for rental to celebrate a birthday open house?

A discussion was held, a motion by Sharon that the Museum not be rented out to the public for functions as we are open for tours, seconded by Wayne – CARRIED

The Church has a couple of leaks in the stove pipe that need fixing.

The Blacksmith Shop has loose boards on the front – Wayne will fix it.

Small window pan in the Train Station broken – Chuck will look into it.

Artifacts to be accepted- motion made by Chuck, seconded by Robyn – CARRIED

New Business:

- a) Arch Rib building- Bill, Wayne, and Roger have received 3 quotes from 5 contractors that were contacted, for renewing the Arch Rib building with tin. A discussion followed. Bill made a motion to spend \$24,000 on the metal roof which includes; the roof, ends of building, labor, GST, 2x4 strapping as well as replacement of 2 metal doors. Contractor for this project will be Grand Diamond. Seconded by Chuck - CARRIED
- b) A discussion on the Museum trailer (flat deck) that was stolen last winter, to be sold at the Allen B Auction on June 17-22 sale. Motion made by Chuck and seconded by Robyn - CARRIED

Next Board Meeting is to be held June 15, 2022 @ 6:00pm

Adjournment: Robyn adjourned the board meeting at 7:10 pm.

Rimbey Historical Society Board Meeting Minutes

At Smithsonian International Truck Museum

Wednesday June 15, 2022 @ 6:00 pm

Present: Larry Varty, Robyn Eve, Chuck Hendricks, Celia Hendricks, Wayne Thompson, Bill Hval, Jack Webb, Al Tarleton, Lana Curle, Mathew Jaycox, Roger Harvey, and Cheryl Jones.

Absent: Sharon Bowness

Guests Present: None

Call to Order: Meeting called to order by the President, Larry Varty, at 6:00 pm.

Agenda: Al Tarleton moved and Celia Hendricks seconded the amended agenda be accepted – CARRIED

Minutes: Wayne Thompson moved and Chuck Hendricks seconded the minutes from the previous board meeting which was held Wednesday May 18, 2022 – CARRIED

Old Business Arising from Minutes:

Old Timers' Pancake Breakfast – Jack reported the kitchen is ready to go, Celia reported all the supplies are ready. Jack will take lead the day of, volunteers; Al, Wayne, Robyn, and Lana are asked to come at 7:30 am Sunday. Celia sends her regrets but her and Chuck can't make it.

Bill reported the email out to Board members regarding a vote of a budget increase of \$1,200 for the new doors for the Arch Rib was passed with a majority. There was a discussion regarding the new steel doors – they are only primed and will need to be painted, white was chosen.

President: Larry Varty brought forth the issue of the gates at the RV storage area. A renter requested a key to have access afterhours. After a discussion, Al Tarleton moved that we keep the policy of the RV Storage access only during Museum open hours and no keys are to be given out, Chuck Hendricks seconded - CARRIED

Treasurer's Report: Robyn Eve presented the treasurer's report, noting what the extra expenditures for the month were.

Robyn Moved, and Celia Hendricks seconded the treasurers report be accepted – CARRIED

Committee Reports:

- a) **Grants:** The Ponoka County funding grant was submitted but we have yet to hear back.
- b) **Gaming/Casino:** No report
- c) **Maintenance/Restoration Shop & Truck Repairs:** Bill reported the mowers have been hitting some tree roots, which causes damage to the blades; operators will have to be more careful.
- d) **Buildings & Yard:** The Arch Rib re-single is underway; there have been delays due to supply shipments.

Adjustments to the Park gates are on hold for now, they are meeting current needs.

The church is another building the squirrels are now getting into. There was a discussion on how best to address the problem, no solution as yet.

Chuck reported on the broken window in the Train Station, it was agreed to replace any broken windows of any of the buildings with Lexan going forward.

Celia brought up the need to paint the front doors of the Truck Museum. Cheryl has it on the summer 2022 list of repairs needed and it will be address ASAP.

e) Events & Fundraising: Updated 2022 kitchen concession price lists approved for pancake breakfasts and lunches at Canada Day and Show'n Shine. Celia and Sharon have gathered all the supplies the kitchen will need for the upcoming events. The events committee will meet to confirm volunteers for the kitchen at the upcoming events.

f) Strategic Planning Committee: Nothing to report.

Town Representation: Lana reported the Town is happy that the Pavilion parking lot gate is open daily for visitors.

Park Administration Report: Cheryl asked that the lilac bush by the Park rental house be trimmed to better access the mowing. Volunteers arranged Saturday morning to have a work bee. A suggested amendment to the Pavilion rental agreement to include a cancellation clause was presented to the Board. Chuck Hendricks moved the amendment be accepted, Robyn Eve seconded – CARRIED

Artifacts to be accepted- motion made by Al Tarleton, seconded by Chuck Hendricks – CARRIED

New Business:

a) Vehicles, prep for parades- Larry will contact the Rimbey Chamber with regards to the use of the Kenworth truck on parade day. Wayne will take the lead on organizing which Trucks will go in the parade and arrange drivers. The Board agreed no tractors will go in the parade this year.

b) Canada Day preparations - Canada Day volunteers Board Larry, Lana, Al, Jack, and Wayne. The events committee will look after finding volunteers for the kitchen. Cheryl will find volunteers for the buildings.

c) 50/50 Draw- Chuck Hendricks brought forth the idea of having a 50/50 draw this summer to raise funds for capital projects, a discussion followed. Chuck made a motion to have a 50/50 draw for \$20 per ticket, 2,000 tickets printed. There was no seconder, so motion defeated. Mathew moved the 50/50 draw consist of; \$10/ticket, 2,000 tickets printed, draw date August 20th at the end of the Show'n Shine afternoon. Chuck seconded - CARRIED

d) Policy review

Next Board Meeting is to be held July 20, 2022 @ 6:00pm

Adjournment: Jack adjourned the board meeting at 7:12 pm.

Date	Project Manager	Status Update
Town of Rimbey		
RBYM00000.22 RB00 - 2022 General Engineering		
June 23, 2022	Solberg, Lloyd	The Town has requested that Tagish co-ordinate the Well 13 repair with Darcy's Drilling. We are awaiting Darcy's to provide a date when they will be on site to look at the Well.
July 7, 2022	Solberg, Lloyd	Darcy's has provided a tentative date of July 13th for the Well repair. We are discussing some other items on behalf of the Town with them.
July 21, 2022	Solberg, Lloyd	Darcy's have rescheduled the Well 13 repair and drop tube to be completed in approximately 2 weeks. Tagish is working with Public Works and Nason to tie the well into the PLC.
August 4, 2022	Solberg, Lloyd	Darcy's have rescheduled the Well 13 repair and drop tube to be completed tentatively on August 10th. Tagish is working with Public Works and Nason to tie the well into the PLC.
RBYM00144.00 RB144 - 51st Street Storm Main Install		
June 23, 2022	Solberg, Lloyd	Northside is indicating a start date of July 18th. We will likely set up a pre-construction meeting after the long weekend.
July 7, 2022	Solberg, Lloyd	Northside is indicating a start date of July 18th. We have set up a public information meeting for business owners on July 11th.
July 21, 2022	Solberg, Lloyd	Northside is planning on starting construction no later than July 25th.
August 4, 2022	Solberg, Lloyd	Construction is on-going. Northside is installing storm main on 40th Ave and moving north. They have installed approximately 140m of main.
RBYM00145.00 RB145 - 56th Ave Surface Improvements		
June 23, 2022	Solberg, Lloyd	No change (June 23)
July 7, 2022	Solberg, Lloyd	No change (July 7)
July 21, 2022	Solberg, Lloyd	Tagish/Town are meeting with Border on July 21 to discuss the upcoming work. Work will likely begin just before/after the August long weekend.
August 4, 2022	Solberg, Lloyd	Construction is on-going. Olds concrete have removed the existing concrete and are preparing to pour the new curbs.
RBYM00146.00 RB146 - Scada Upgrades		
June 23, 2022	Solberg, Lloyd	Nason is working on the programming for the Scada equipment. We will review the information with the Town once, Nason is ready.
July 7, 2022	Solberg, Lloyd	No change (July 7)
July 21, 2022	Solberg, Lloyd	No change (July 21)
August 4, 2022	Solberg, Lloyd	We have followed up with Nason to get a schedule/update for the upcoming work. Once we receive an update, we will forward it to the Town.

Town Council
REQUEST FOR DECISION



Meeting: August 22, 2022
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Council Reports
Item For: Public Information -or- Closed Session

BACKGROUND:

The Mayor and Councillors provide a monthly report to advise of their activities of the previous month.

RECOMMENDATION:

Motion by Council to accept the reports of Council, as information.

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

August 18, 2022
Date

ENDORSED BY:

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

August 18, 2022
Date

August 22, 2022

Mayor Pankiw's Report



HIGHLIGHTS

Date	Event	Details of Event
July 25	Council Meeting	Reg Council Meeting see website
Aug 3 to 15	Holidays	

Commissioner of oaths and cheque runs

PREPARED BY: Rick Pankiw, Mayor

August 22, 2022

Councillor Clark's Report



HIGHLIGHTS

Date	Event	Details of Event
No written report received at time of publication of the agenda		

PREPARED BY: Bonnie Rybak, Executive Assistant

August 22, 2022

Councillor Coston's Report



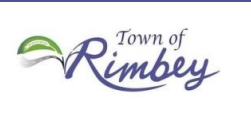
HIGHLIGHTS

Date	Event	Details of Event
July 25	Council Meeting	Regular council meeting, see minutes.

PREPARED BY: Jamie Coston, Councillor

August 22, 2022

Councillor Curle's Report



HIGHLIGHTS

Date	Event	Details of Event
July 1	Canada Day	Assisted with pancake breakfast and lunch for the Historical Society
July 8	Rodeo and Parade	
July 11	Meeting with community	Attended meeting with community members re: upcoming construction project
July 25	Town Council	Regular meeting of town council
August 2	Beatty House	Regular meeting of Beatty House
August 10	Historical Society	Assisted with sale of 50/50 tickets at the Co-op

PREPARED BY: Lana Curle, Councillor

August 22, 2022

Councillor Rondeel's Report



HIGHLIGHTS

Date	Event	Details of Event
No written report received at time of publication of the agenda		

PREPARED BY: Bonnie Rybak, Executive Assistant

Town Council
REQUEST FOR DECISION



Meeting: August 22, 2022
Submitted By: Lori Hillis, CPA, CA, Chief Administrative Officer
Subject: Correspondence
Item For: Public Information -or- Closed Session

BACKGROUND:

Administration received an anonymous letter from a concerned resident regarding Bylaw 991/22.

RECOMMENDATION:

Administration recommends that Council accept the correspondence from the concerned resident, as information.

ATTACHMENTS:

[RFD 9.1.1 Letter from Resident](#)

PREPARED BY: Lori Hillis, CPA, CA, Chief Administrative Officer

August 17, 2022
Date

ENDORSED BY:

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

August 17, 2022
Date

TOWN OF RIMBEY

AUG 6/2022

CAT BYLAW 991/22

DEAR MAYOR

THIS BYLAW IS ONLY A REVENUE FOR THE TOWN, IT DOES NOTHING TO STOP THE CATS FROM RUNNING AT LARGE SPRAYING, DIGGING, CRAPING AND COVERING IN NEIGHBOURS, FLOWER BEDS + GARDENS

I HAD TO PULL UP MY LETTUCE AFTER SEEING CAT SPRAYING IT, AS WE HAVE AT LEAST 4 DIFFERENT CATS RUNNING AT LARGE IN THE S.W. RIMBEY ON ALMOST DAILY BASES

- (1) HOW IS THIS BYLAW GOING TO STOP THIS
- (2) IT SHOULD NOT BE UP TO US TO CONTROL THIS
- (3) WHEN I ASKED MY NEIGHBOUR TO PLEASE KEEP YOUR CAT AT HOME. ITS DIGGING UP MY GARDEN COMMENT WAS (I'M SORRY TO HEAR THIS) NEXT DAY CAT WAS BACK DIGGING
- (4) (SO MAYOR) ARE WE RESPONSIBLE TO TAKE ACTION TO REMOVE AT LARGE CATS ?

NAME WITH HELD
DISGUSTED HOME OWNER.

