


# Council Package

August 26, 2025



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**AGENDA  
TOWN OF LAMONT  
REGULAR MEETING OF COUNCIL  
August 26, 2025  
7:00 p.m.**

**1. CALL TO ORDER AND RELATED BUSINESS**

**1.1. CALL TO ORDER**

**1.2. ADOPTION OF AGENDA**

**1.3. DECLARATION OF PECUNIARY INTEREST**

**1.4. ADOPTION OF MINUTES**

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5307 – 50 Avenue  
Lamont, AB T0B 2R0

**Town of Lamont  
July 8, 2025  
Regular Meeting of Council**

<b>PRESENT:</b>	Jody Foulds	Mayor
	Perry Koroluk	Deputy Mayor
	Linda Sieker	Councillor
	Al Harvey	Councillor
	Colleen Holowaychuk	Councillor
	Tyler Edworthy	CAO/Director, Operations & Infrastructure
	Dawn Nielsen	Deputy Chief Administrative Officer
	Jaclyn Ponto-Lloyd	Recording Secretary

**CALL TO ORDER AND RELATED BUSINESS:**

**Call to Order:** **Mayor Foulds:** called the meeting to order at 7:00 p.m.

**Adoption of Agenda**

**MOTION: 206/25 Councillor Koroluk:** That the Council Agenda be accepted as presented.

**CARRIED**

**Declaration of Pecuniary Interest:** None.

**ADOPTION OF MINUTES:**

a) Meeting Minutes – June 24, 2025

**MOTION: 207/25 Councillor Holowaychuk:** That the Minutes of the June 24, 2025 Council Meeting be accepted as presented.

**CARRIED**

b) Governance & Priorities Committee Meeting Minutes – June 24, 2025

**MOTION: 208/25 Councillor Sieker:** That the Minutes of the June 24, 2025 Governance & Priorities Committee Meeting be accepted as presented.

**CARRIED**

**DELEGATIONS:** None.

**CORRESPONDENCE:**

- **Constituency Update**
- **2025 Lamont Graduating Class Thank You**
- **EIPS Quarterly Update**
- **Lamont Farmer's Summer Rodeo Market**
- **Alberta CARE Conference 2025**

**MOTION: 209/25 Councillor Sieker:** That Council accept the correspondence as information.

**CARRIED**

**NEW BUSINESS:**

**Safety Codes Council – Quality Management Plan Update**

**MOTION: 210/25 Councillor Koroluk:** That Council approve the 2025 Quality Management Plan update for the Town of Lamont as per the Safety Codes Council.

**CARRIED**

**The Inspections Group Inc. Service Agreement Amendment**

**MOTION: 211/25 Councillor Koroluk:** That Council approve the service agreement amendment with The Inspections Group Inc. to expire July 31, 2026, with an increase to fees of 5%.

**CARRIED**

**2025 Capital Works Program Update**

**MOTION: 212/25 Councillor Sieker:** That Council accept the 2025 Capital Works Program Update as information and approve the reallocation of potential contingency funds to the priority projects identified by administration.

**CARRIED**

**Recreation Center Update**

**MOTION: 213/25 Councillor Harvey:** That Council accept CIMCO Refrigeration as the contractor for the Curling Rink ice plant replacement.

**CARRIED**

### **Parks & Recreation Committee Park Bench Purchase Recommendation**

**MOTION: 214/25 Councillor Holowaychuk:** That Council approve the purchase of one (1) commercial picnic table as recommended by the Parks and Recreation Committee.

**CARRIED**

### **2025 Post Election Council Schedule**

**MOTION: 215/25 Councillor Koroluk:** That Council approve the 2025 Post Election Council Schedule.

**CARRIED**

### **Facility Booking Software Update**

**MOTION: 216/25 Councillor Koroluk:** That Council accept the Facility Booking Software Update as information.

**CARRIED**

### **2025 Summerfest Update**

**MOTION: 217/25 Councillor Holowaychuk:** That Council accept the 2025 Summerfest Update as information.

**CARRIED**

### **2025 Tax Revenue Update**

**MOTION: 218/25 Councillor Harvey:** That Council accept the 2025 Tax Revenue Update as information.

**CARRIED**

### **REPORTS:**

#### **Council Reports:**

<b>Mayor Foulds</b>	Written report attached.
<b>Councillor Harvey</b>	Nothing to report.
<b>Councillor Koroluk</b>	Nothing to report.

**Councillor Sieker**

Written report attached.

**Councillor Holowaychuk**

Attended the June 24 Lamont Rural Health Committee meeting.

**Staff Reports:**

**CAO**

Written report attached.

**Director, Operations & Infrastructure**

Written report attached.

**MOTION: 219/25 Councillor Koroluk:** That Council accept the reports as presented.

**CARRIED**

**NOTICES OF MOTION:** None.

**CLOSED SESSION:** None.

**ADJOURNMENT:** Mayor Foulds adjourned the meeting at 7:25 p.m.

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Mayor

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Chief Administrative Officer

**Town of Lamont  
June 24, 2025  
Lamont Rural Health Committee Minutes**

**Present:**

Bill Skinner	Chair
Linda Sieker	Vice Chair
Jody Foulds (via Zoom)	Ex Officio/ Council Rep
Linda Mills	Lamont Health Care Rep
Sara Rindero	FCSS Rep
Any Langkow	Rural Community Consultant
Colleen Holowaychuk	Council Rep
Dave Taylor	Admin Liaison

**Regrets:** Sandra Stoddard EIPS Rep

1) Call to Order and Related Business: Chair at 11:00 am

2) Adoption of Agenda: Chair Skinner, motion to adopt agenda as amended.

**Carried**

3) Adoption of Minutes: Approved Via Email, motion from Vice Chair Sieker to adopt the May 20, 2025 minutes.

**Carried**

**4) NEW BUSINESS:**

4.1 Update from RhPAP Consultant:

- Alberta Rural Health Week – Thank you’s and celebration of events
- Rural Education and Advanced Learning (REAL) program: currently accepting applications, funding available
- University of Alberta Asclepius Medical Camp for Youth July 7-11, 2025. This initiative is aimed at high school students with the goal of increasing the enrollment of underrepresented populations, including rural communities, in medical school.
- 2026 RhPAP Conference: Invitation for communities to submit proposals to host; proposed conference dates are October 6-8, 2026
- 2025 Rural Community Attraction & Retention (A&R) Grant: application is open; Committees are invited to apply for this \$1,000 grant that supports rural community-based groups in creating projects and initiatives to attract, integrate, and retain healthcare professionals locally.

4.2 Personal engagement for visiting and new medical staff and professionals:

- Discussion and suggestions: coffee shop meeting, overview of local events, tour of the Town and area; Elk Island National Park, Ukrainian Cultural Heritage Village, Bee Better Honey, etc. Create an engaging welcome. There will be new medical personnel from June to August.
- Motion from Linda Mills: That the Committee approve up to \$50 per visiting medical personnel to cover expenses for in-person welcome and engagement.

**Carried**

**4.3 Lamont Summer Parade and Summer Sizzler Rodeo:**

- July 12-13, 2025; Farmers Market July 11 & 12.
- Committee will not have capacity for official participation in the parade or Market; propose to have a presence at the September 5 “Party in the Park” event.

**4.4 Lamont Health Care Centre Staff Appreciation BBQ:**

- June 26, 2025, 4-6pm, BBQ, treats and cookies from Committee. Committee members to assist as available.
- Committee will have signs/posters and table

**4.5 Committee Identification**

- Need for identification of the Committee and members
- Proposal: Pins with logo; design with resources from RhPAP/Anyia.

**5) Old Business:**

**5.1 Lamont County RhPAP presentation:**

- August 12, 2025, at 9:00 am at the County Council meeting. Invitation to Bruderheim CAO has been sent; attendance to be confirmed.

**5.2 Attraction & Retention Grant – RhPAP**

- Applications are open, Dave is working on the grant, Anyia is available for assistance.

**5.4 Welcome Basket Program – update**

- More supplies are needed, will need 2 more baskets. The books included are in short supply, request to have them donated to reduce cost. Request for hospital mural maps to be donated as well

## **7) Round Table:**

### **7.1 Update from Lamont Health Care Representative**

- Review and thank-you for the United Church of Canada 100 Year Celebration.
- LHCC AGM and Open House on June 23
- New Auxiliary construction: delayed by land title and permit process, AHS restructuring and Ministerial and administration changes. Delays have increased cost, as well as tariff effects and market conditions. Potential \$7 million shortfall in funding; LHCC Board will be looking at donation and fundraising
- Temporary storage building for furnishings and equipment during the construction has been secured in Lamont, 3-year lease

### **7.2 Others:**

- Lamont Community Awareness Night: September 9, 2025, 5-7pm at the Hall. Opportunity for Committee presence and promotion
- 

**8) Next Meeting:** September 9, 2025, at 11:00 am

**9) Adjournment:** 12:11 pm (cookie preparation followed post-meeting)



ALBERTA

TRANSPORTATION and ECONOMIC CORRIDORS

*Office of the Minister  
MLA, Innisfail-Sylvan Lake*

July 17, 2025

AR 103191

Her Worship Amy Cherniwchan  
Chair, Northeast Alberta Alliance for Growth and Opportunity  
c/o Town of Smoky Lake  
PO Box 460  
56 Wheatland Avenue  
Smoky Lake, AB T0A 3C0  
[amy@smokylake.ca](mailto:amy@smokylake.ca)

Dear Mayor Cherniwchan:

Thank you for your letter regarding Highway 28 updates. As Minister of Transportation and Economic Corridors, I appreciate the opportunity to provide the following information regarding your specific update questions.

#### Treasury Board Engagement

- Budget 2025 commits \$18 million for safety improvements along Highway 28 between Smoky Lake and Cold Lake.
- Design engineering is underway for various improvements as recommended in the 2018 corridor study, including climbing and passing lanes, intersection improvements, rest area improvements, and curve revisions.
- The total project costs for requesting funding from the Treasury Board can be finalized once the design work is completed for these various improvements and identified land acquisition and construction costs are more accurately defined.

#### Project Clarifications

- Design engineering for twinning is committed for the following segments:
  - Highway 28 twinning, Edmonton to west of Bon Accord. The department will issue a Request for Proposals (RFP) by summer 2025.
  - Highway 28 and 63 twinning, Edmonton to Grassland. The design work will be divided into several segments, with engineering consultants expected to be hired starting later in 2025.
  - Highway 28 twinning, Bonnyville to Cold Lake. The department will issue a RFP by late summer 2025.

.../2



- Regarding safety improvements, construction activities are expected to be confirmed in the near future. The focus for 2025 includes the traffic signal and operational improvements through the Town of Bonnyville, as well as potentially one westbound climbing lane near Smoky Lake.

#### Commodity Flow Map

- In Alberta, the department uses the Alberta Spatial Economic and Travel model (ASET) to estimate commodity flow values on major roads.
- The data informs the outputs from ASET is regularly updated to reflect current economic conditions, population levels, and travel behaviours. As such, the department welcomes any data municipalities have that could inform ASET's ability to provide better outputs, such as commodity flow values.
- The department considers several factors when prioritizing projects across the province, such as economic, social, safety, and environmental impacts.
- The Commodity Flow Mapping is ongoing and as the project is in the preliminary phase a timeline for when it can be shared is unavailable.

Should you have further questions, please contact Mr. Michael Botros, Regional Director. Mr. Botros can be contacted toll-free in Alberta by first dialing 310-0000, then 780-305-2405, or [michael.botros@gov.ab.ca](mailto:michael.botros@gov.ab.ca).

Thank you for your continued support and for taking the time to follow up.

Sincerely,



Honourable Devin Dreeshen, ECA  
Minister of Transportation and Economic Corridors

cc: Honourable Brian Jean, ECA, KC, MLA for Fort McMurray-Lac La Biche  
Honourable Jackie Armstrong Homenuik, ECA, MLA for Fort Saskatchewan-Vegreville  
Garth Roswell, MLA for Vermilion-Lloydminster-Wainwright  
Glenn van Dijken, MLA for Athabasca-Barrhead-Westlock  
Scott Cyr, MLA for Bonnyville-Cold Lake-St. Paul  
Michael Botros, Regional Director, Transportation and Economic Corridors



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Peace River*

AR119711

August 8, 2025

His Worship Jody Foulds  
Mayor  
Town of Lamont  
PO Bag 330  
Lamont AB T0B 2R0

Dear Mayor Foulds:

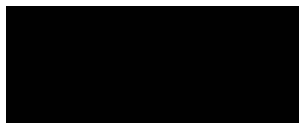
I am pleased to confirm your allocation for the 2025-26 Canada Community-Building Fund (CCBF). In 2025, Canada allocated Alberta \$276 million; this partnership between the province and the federal government will help ensure local governments in Alberta can continue to make needed investments in local infrastructure.

For the Town of Lamont, your 2025 CCBF allocation is \$155,925.

Both the CCBF and Local Government Fiscal Framework (LGFF) funding amounts for all municipalities and Metis Settlements are posted on the Government of Alberta website at <https://open.alberta.ca/publications/canada-community-building-fund-allocations>.

I look forward to working together with you to support your local infrastructure needs, and building strong, vibrant communities across Alberta.

Sincerely,



Dan Williams, ECA  
Minister of Municipal Affairs

cc: Tyler Edworthy, Chief Administrative Officer, Town of Lamont

# Lamont

## Community Awareness

September 10, 2025

5:00pm - 7:00pm

Lamont Hall

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Please join us for hot dogs and come out and check out the organizations within your community or other communities

Attend and have direct conversation with your neighbours

If you would like to register a table for your club or organization, please contact FCSS  
Lamont County Region at  
780-895-2233 Ext 226

Toll Free 1-877-895-2233 Ext 226

darlene.o@lamontcounty.ca





## **TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION**

**AGENDA ITEM:** 4.1

**COUNCIL MEETING DATE:**  
**August 26, 2025**

### **ITEM DESCRIPTION OR TITLE**

**2025 Party in the Park Update**

### **RECOMMENDATION**

**THAT** Council accept the 2025 Party in the Park Update as information.

### **BACKGROUND**

The annual “Picnic in the Park” event is being augmented and expanded for 2025 and thus renamed “Party in the Park”. The original intent of this event remains as an informal community celebration and gathering, with additional activities and features for our residents to enjoy. The event will be located at Hillside Park, centered at the Picnic Pavilion.

Overview and timeline of events:

- ~2:00-4:30 pm: Set-up and preparation
- 5:00-7:00: Birdhouse Building; Lamont Fish & Game
- 5:00-7:00: Popcorn; Lamont Alliance Church
- 5:00-7:00: Face painting; Town of Lamont
- 5:00-7:00: Kids Games; Lamont FCSS
- 5:00-7:00: Bouncy Castle; Town of Lamont
- 5:00-7:00: Sparky, with FOLFFS
- 5:00: Welcome, acknowledgement, speeches; Mayor, Elder Day
- 5:15-6:45: Hot Dogs, chips, pop, water; Town of Lamont
- 5:15-6:45: Corn on the Cob; Lamont Lions Club
- 5:30-6:45: Ice Cream treats; Lamont United Church
- 5:30-6:45: Cotton Candy, FOLFFS
- 6:00: Yard Beautification Awards & Centenarian presentations; Mayor/Council
- 6:30-7:15: Disc Golf Official Opening, Ace Chase; Town of Lamont
- 7:30-8:45: DeRic Starlight Puppeteer show; Town of Lamont
- ~8:50: Fireworks; Town of Lamont

### **COMMUNICATIONS**

Event promotion via signs, social media, website, posters, etc.



## **TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION**

### **IMPLICATIONS OF DECISION**

Community engagement and celebration

### **FINANCIAL IMPLICATIONS**

Allocated in 2025 Operational Budget

### **POLICY AND/OR LEGISLATIVE REFERENCES**

2023-2027 Strategic Plan Priority - Community Connection and Vibrancy:

Goals:

- Promote community beautification and sense of place.
- Support, recognize and celebrate our residents and community organizations.

### **ATTACHMENTS**

None.

Report Prepared By: Dave Taylor, Community Development Coordinator

Approved by CAO:



# TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

AGENDA ITEM: 4.2

COUNCIL MEETING DATE:  
August 26, 2025

## ITEM DESCRIPTION OR TITLE

### ADDITION OF BYLAW ENFORCEMENT COSTS TO TAX ROLLS

## RECOMMENDATION

**THAT** Council approve the addition of Bylaw enforcement costs to tax rolls as itemized in the attached Schedule "A".

## BACKGROUND

Costs associated with bylaw enforcement process can be transferred to the tax rolls as stated within the Municipal Government Act (MGA). A list of roll numbers and the associated cost, as per Bylaw 01-25 2025 Fees and Charges, has been attached as Schedule "A". The fee is related to Bylaw, Administration, and Contractor costs.

## COMMUNICATIONS

The property owners will be notified of the fees added to their tax roll.

## IMPLICATIONS OF DECISION

With the charges added to the tax roll, it is possible that costs may be recovered.

## FINANCIAL IMPLICATIONS

Collection of fees through the tax roll could result in reimbursement of costs to the Town.

## POLICY AND/OR LEGISLATIVE REFERENCES

Bylaw 05-24, Community Standards Bylaw

## ATTACHMENTS

1. Schedule "A"- Bylaw Enforcement Costs to Tax Rolls

Report Prepared By: Dawn Nielsen, Deputy CAO

Approved by CAO:



**TOWN OF LAMONT  
COUNCIL AGENDA  
REQUEST FOR DECISION**

Schedule "A"	
Bylaw Enforcement Costs to Tax Rolls	
Roll#	Total Cost
3300	\$279.85
20000	\$310.00
53300	\$275.00
30600	\$275.00
Total	\$1139.85



## **TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION**

**AGENDA ITEM:**

4.3

**COUNCIL MEETING DATE:  
August 26, 2025**

### **ITEM DESCRIPTION OR TITLE**

**Natural Gas Distribution Franchise Agreement Renewal**

### **RECOMMENDATION**

1. **THAT** Council give second reading to Bylaw 07/25, ATCO Gas and Pipelines Ltd. Renewal Agreement Bylaw.
2. **THAT** Council give third reading to Bylaw 07/25, ATCO Gas and Pipelines Ltd. Renewal Agreement Bylaw.
3. **THAT** Council direct administration to execute the Natural Gas Distribution Franchise Agreement with ATCO Gas and Pipelines Ltd.

### **BACKGROUND**

The term of the natural gas franchise agreement between the Town of Lamont and ATCO Gas and Pipelines Ltd. (ATCO) is set to expire in December 2025. The process for renewal of a natural gas franchise agreement is pursuant to the Municipal Government Act (MGA) Part3, Division 3, Sections 45-47, and requirements set by the Alberta Utilities Commission (AUC) must be followed.

A confirmed first reading of Bylaw 07/25, ATCO Gas and Pipelines Ltd. Renewal Agreement Bylaw, a signed Form of Application and an initialed copy of the natural gas distribution franchise agreement was sent to ATCO on May 14, 2025.

AUC's Notice of Application to the municipality has been advertised as required, and members of Lamont had 14 days to express any objections, concerns, or support regarding the renewal, the rates, or the financial impact on them. There were no concerns brought forward to report.

The Alberta Utilities Commission (AUC) issued its' disposition, and the municipality must now give second and third readings to the relevant bylaw and execute the final version of the franchise agreement.





## **TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION**

### **COMMUNICATIONS**

Administration will communicate Council motions with ATCO Gas and Pipelines Ltd and the Alberta Utilities Commission as required and send the executed agreement.

### **FINANCIAL IMPLICATIONS**

No changes to the existing franchise rate.

### **POLICY AND/OR LEGISLATIVE REFERENCES**

Municipal Government Act (MGA) Part3, Division 3, Sections 45-47 and requirements set by the Alberta Utilities Commission (AUC).

### **ATTACHMENTS**

1. Atco Gas and Pipelines Ltd Disposition
2. 07-25 ATCO Gas and Pipelines Ltd. Renewal Agreement Bylaw with first reading.
3. 07-25 ATCO Gas and Pipelines Ltd. Renewal Agreement Bylaw Schedule A

Report Prepared By: Dawn Nielsen, Deputy CAO

Approved by CAO:

July 18, 2025

Disposition 30180-D01-2025

ATCO Gas and Pipelines Ltd.  
Fifth Floor, 10035 105 St.  
Edmonton, Alta. T5J 2V6

Attention: Michelle Marti  
Business Analyst

**ATCO Gas and Pipelines Ltd.  
Franchise Agreement Renewal with the Town of Lamont  
Proceeding 30180**

1. On July 17, 2025, ATCO Gas and Pipelines Ltd. applied to the Alberta Utilities Commission for approval of a gas franchise agreement with the Town of Lamont. The application was filed according to Rule 029,<sup>1</sup> and included a copy of the franchise agreement, Rate Rider A schedule, and the gas franchise application form.

2. Notice of the proposed franchise agreement was advertised on May 28, 2025, in The Lamont Leader newspaper, on the Town of Lamont's municipal website, Facebook page, and public notice board. No objections or concerns related to the proposed franchise agreement were received.

3. The proposed franchise agreement includes changes to the standard natural gas franchise agreement template, which was approved by the Commission in Decision 20069-D01-2015.<sup>2</sup> Specifically, amendments were made to Section 2, "Term," of the standard gas distribution system franchise agreement template:

- Clause 2(a)(ii) was revised to clarify the agreement's effective date. It now states that the agreement takes effect on the first day of the month following the month in which both third reading of the bylaw and delivery of a fully executed agreement have occurred.
- Clause 2(b) was simplified by removing the requirement for the municipality to provide written evidence of third reading by a specific date.
- Clause 2(c) was added to require that the municipality provide ATCO Gas with a fully executed copy of the agreement on or before the 20th day of the month.

4. The Commission has considered the proposed changes to the franchise agreement. These changes improve administrative clarity regarding the agreement's effective date and

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<sup>1</sup> Rule 029: *Municipal Franchise Agreements*.

<sup>2</sup> Decision 20069-D01-2015: AltaGas Utilities Inc. et al., Approval of New Standard Natural Gas Distribution System Franchise Agreement Template, Proceeding 20069, March 20, 2015.

documentation requirements. After review, the Commission accepts that these amendments do not materially alter the overall intent or operation of the franchise agreement.

5. The proposed franchise agreement, attached as [Appendix 1](#), will be effective January 1, 2026, or the first day of the month immediately following both Commission approval and the Town of Lamont's completion of third reading of Bylaw No. 07/25 approving the franchise agreement, and delivery of a fully executed copy of the agreement to ATCO Gas.

6. The proposed franchise agreement includes that ATCO Gas agrees to pay the Town of Lamont a franchise fee. The proposed franchise fee as shown on the Rate Rider A schedule, attached as [Appendix 2](#), will be calculated as of 35.00 per cent of ATCO Gas's revenue from its distribution tariff excluding any amounts collected or refunded through other rate riders, as shown on the franchise fee rider schedule. The proposed franchise fee will not result in a change for the average monthly charge for an average residential customer.

7. The Commission accepts that the right granted to ATCO Gas by the Town of Lamont to provide distribution service, to construct, operate and maintain the gas distribution system, and to use lands owned, controlled or managed by the municipality to provide this service, is necessary and proper for the public convenience and properly serves the public interest based on the following:

- (a) The municipality's council has determined to grant the utility the right to provide utility service in the municipality.
- (b) The municipality and the utility consent to the franchise agreement.
- (c) No person has objected to the franchise agreement.
- (d) The franchise agreement complies with the requirements set out in the applicable legislation, including that the term does not exceed 20 years and the agreement was advertised.

8. Accordingly, pursuant to Section 45 of the *Municipal Government Act* and Section 49 of the *Gas Utilities Act*, the Commission approves the franchise agreement as filed.

9. Given the approval of the franchise agreement, and in accordance with Section 36 of the *Gas Utilities Act*, the Commission approves ATCO Gas's Rate Rider A of 35.00 per cent effective January 1, 2026, or on the first day of the month following satisfaction of the criteria set out in paragraph 5 above.

10. Prior to any change in the level of the franchise fee pursuant to the franchise agreement, customers shall be notified as outlined in Section 7 of Rule 029.

11. The Commission may, no later than 60 days from the date of this disposition and without notice, correct typographical, spelling and calculation errors and other similar types of errors and post the corrected disposition on its website.

*(original signed by)*

Chris Arnot  
Director, Retail Energy and Water  
On behalf of the Alberta Utilities Commission

Attachments

## Appendix 1 – Franchise agreement

[\(return to text\)](#)



Appendix 1 -  
Franchise agreemen  
(consists of 31 pages)

## Appendix 2 – Rate Rider A

[\(return to text\)](#)



Appendix 2 - Rate  
Rider A

(consists of 1 page)

**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

**2026**

**BETWEEN:**

**TOWN OF LAMONT**

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**- AND -**

**ATCO GAS AND PIPELINES LTD.**

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**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

BETWEEN

**TOWN OF LAMONT**, a municipality located in the  
Province of Alberta (the “Municipality”)

OF THE FIRST PART

– and –

**ATCO GAS AND PIPELINES LTD.**, a  
corporation having its head office at the City of  
Edmonton, in the Province of Alberta (the  
“Company”)

OF THE SECOND PART

WHEREAS by Agreement dated May 8, 1956, made between the  
Company and the Municipality a franchise was granted to the Company to supply natural gas to  
the Municipality and its inhabitants, for a period of twenty (20) years;

WHEREAS by Renewal Agreement dated May 10, 1978, the Agreement  
was renewed and extended for a period of ten (10) years from March 1, 1977;

WHEREAS by Renewal Agreement dated September 2, 1987, the  
Agreement was renewed and extended for a period of five (5) years;

WHEREAS by Renewal Agreement dated March 17, 1993, the Agreement  
was renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated December 15, 1999, the Municipality  
consented to the assignment of the Franchise Agreement by Northwestern Utilities Limited to  
ATCO Gas and Pipelines Ltd.;

WHEREAS by Renewal Agreement dated April 27, 2004, the Agreement  
was renewed and extended for a period of ten (10) years;

WHEREAS by Renewal Agreement dated January 1, 2016, the Agreement  
was renewed and extended for a period of ten (10) years;

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

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

## 1) Definitions and Interpretation

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

- a) **“Agreement”** means this Natural Gas Distribution System Franchise Agreement;
- b) **“Alternative Course of Action”** shall have the meaning set out in paragraph 14 (c);
- c) **“Commission”** means the Alberta Utilities Commission (AUC) as established under the *Alberta Utilities Commission Act* (Alberta);
- d) **“Company”** means the Party of the second part to this Agreement and includes its successors and permitted assigns;
- e) **“Construct”** means constructing, reconstructing, upgrading, extending, relocating, or removing any part of the Natural Gas Distribution System;
- f) **“Consumer”** or **“Consumers”** as the text may require, means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Natural Gas Distribution Service by the Company pursuant to the Company’s Delivery Tariff;
- g) **“Core Services”** means all those services set forth in Schedule “A” of this Agreement;
- h) **“Delivery Tariff”** means the rates and Terms and Conditions of service approved by the Commission from time to time on an interim or final basis, as the case may be, for the Company to deliver Natural Gas to the Consumer;
- i) **“Electronic Format”** means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- j) **“Extra Services”** means those services set forth in Schedule “B” that are requested by the Municipality for itself or on behalf of its citizens and provided by the Company in accordance with paragraph 7 of this Agreement;
- k) **“GUA”** means the *Gas Utilities Act* (Alberta);
- l) **“Intended Time Frame”** shall have the meaning set out in paragraph 14 (c);
- m) **“Maintain”** means to maintain and keep in good repair any part of the Natural Gas Distribution System;

- n) “**Major Work**” means any Work to Construct or Maintain the Distribution System that costs more than one-hundred thousand (\$100,000.00) dollars;
- o) “**MGA**” means the *Municipal Government Act* (Alberta);
- p) “**Modified Plans**” shall have the meaning set out in paragraph 14 (c)(ii);
- q) “**Municipality**” means the Party of the first part to this Agreement;
- r) “**Municipal Compensation**” shall have the meaning set out in paragraph 20;
- s) “**Municipal Service Area**” means the geographical area within the legal boundaries of the Municipality where the Company has been granted rights hereunder in connection with, among other matters, Natural Gas Distribution Service, as altered from time to time;
- t) “**Municipal Property**” means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- u) “**Natural Gas**” means a combustible mixture of hydrocarbon gases;
- v) “**Natural Gas Distribution Service**” means the delivery of Natural Gas in accordance with the Company’s Delivery Tariff;
- w) “**Natural Gas Distribution System**” means any facilities owned by the Company which are used to provide Natural Gas Distribution Service within the Municipal Service Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Service Area and includes any Natural Gas transmission lines owned by the Company within the Municipal Service Area;
- x) “**NOVA Gas Transmission Ltd. (NGTL)**” means NGTL and its successors, as applicable, for purposes of paragraph 5 g) of this Agreement. For greater certainty, the provisions of paragraph 5 g) may only apply in relation to franchises held by ATCO;
- y) “**Operate**” means to operate the Natural Gas Distribution System, or to interrupt or restore service in any part of the Natural Gas Distribution System, in a safe and reliable manner;
- z) “**Party**” means any party to this Agreement and “**Parties**” means all of the parties to this Agreement;

- aa) **“Plans and Specifications”** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuance of any approval that may be required under this Agreement;
- bb) **“Term”** means the term of this Agreement set out in paragraph 2;
- cc) **“Terms and Conditions”** means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;
- dd) **“Work”** means any work to Construct or Maintain the Natural Gas Distribution System; and
- ee) **“Work Around Procedures”** shall have the meaning set out in paragraph 14 (c)(ii).

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

## 2) Term

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:
  - i. First (1<sup>st</sup>) day of January, 2026; and
  - ii. the first (1<sup>st</sup>) day of the month immediately following the month that all of the following have been completed:
    - A. the Commission has approved and acknowledged this Agreement; and
    - B. Council of the Municipality has passed third reading of the applicable adopting bylaw and provided the Company with written evidence of the same on or before the 20<sup>th</sup> day of the month, and
    - C. the Municipality has provided the Company with a fully executed copy of this Agreement on or before the 20<sup>th</sup> day of the month.

- b) This Agreement will expire on the thirty-first (31<sup>st</sup>) day of December, 2036.
- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

### **3) Expiry of Term of Agreement**

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

### **4) Grant of Franchise**

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area to:
  - i. provide Natural Gas Distribution Service;

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

## 5) Franchise Fee

### a) Calculation of Franchise Fee

In consideration of the rights granted pursuant to paragraph 4 and the mutual covenants herein and subject to Commission approval the Company agrees to collect from Consumers and pay to the Municipality a franchise fee. The Parties agree s. 360(4) of the *MGA*, as amended, does not apply to the calculation of the

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

For the first (1<sup>st</sup>) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be thirty-five percent (35%).

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

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

b) Adjustment to the Franchise Fee

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

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

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

c) Notice to Change Franchise Fee

Prior to implementing any change to the franchise fee, the Municipality will notify its intent to change the level of the franchise fee and the resulting effect such change will have on an average residential Consumer's annual Natural Gas bill through publication of a notice once in the newspaper with the widest circulation in the Municipal Service Area at least forty five (45) days prior to implementing the

revised franchise fee. A copy of the published notice will be filed with the Commission.

d) Payment of Franchise Fee

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

e) Franchise Fee Cap

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

f) Reporting Considerations

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

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

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

**6) Core Services**

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

**7) Provision of Extra Services**

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



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

**8) Municipal Taxes**

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

**9) Right to Terminate on Default**

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

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

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

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

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

The Company agrees to provide to the Municipality for the Municipality's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and alignments of the Natural Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in Electronic Format, where available, together with as many prints of the overall Natural Gas Distribution System as the Municipality may reasonably require. These plans and plan sheets will be updated by the Company on at least an annual basis.

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

**b) Provision of Equipment**

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

**12) Right of First Refusal to Purchase**

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

Notwithstanding the foregoing, in the event the Municipality fails or refuses to exercise its right of first refusal, the Municipality will retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 20 below. For the

purposes of this paragraph 12, “operate, take control” will not be construed as including the subcontracting by the Company of only some portions of its operations where the Company continues to be responsible for the performance of this entire Agreement;

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

administrative and legal costs incurred by the Municipality in ensuring all of the conditions i) through iv) above are satisfied.

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

**a) Municipal Approval**

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

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

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

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

**b) Restoration of Municipal Property**

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

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

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

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

c) Urgent Repairs and Notification to Municipality

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

d) Company to Obtain Approvals from Other Utilities

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

owner of any third party utility prior to relocation of any facility owned by such third party utility.

e) Revised Plans and Specifications

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

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

f) Approvals

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

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

#### 14) Responsibilities for Cost of Relocations

- a) Upon receipt of one (1) year's notice from the Municipality, the Company will, at its own expense, relocate to Municipal Property such part of the Natural Gas Distribution System that is located on Municipal Property as may be reasonably required by the Municipality due to planned municipal construction. In order to encourage the orderly development of Municipal facilities and the Natural Gas Distribution System, the Municipality and the Company agree they will meet regularly to:
  - i. review the long-term facility plans of the Municipality and the Company; and
  - ii. determine the time requirements and costs for final design specifications for each relocation. Providing the Municipality is not the developer requesting the

relocation for commercial or residential resale to third parties, the Company will bear the expenses of the required relocation.

- b) Notwithstanding the foregoing, the Company will not be required to move any part of the Natural Gas Distribution System after receipt of notice from the Municipality in accordance with this paragraph where:
- i. the Company has illustrated to the satisfaction of the Municipality, acting reasonably, an appropriate Alternative Course of Action is available;
  - ii. the Municipality has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and
  - iii. the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure the Municipality will be left with sufficient time to complete the said planned municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Company utilizing the Alternative Course of Action).
- c) For the purposes of this paragraph 14, the term “Alternative Course of Action” will mean any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the Municipality may incur and which the Company will be required to pay in accordance with this paragraph 14 and “Intended Time Frame” will mean the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Natural Gas Distribution System in accordance with this paragraph 14.

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

- i. in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the Municipality;
- ii. in modifying any plans the Municipality may have prepared in respect of the said municipal construction (“Modified Plans”) or in preparing or developing plans and procedures (“Work Around Procedures”) to work around the Natural Gas Distribution System or any improvement, thing, or component utilized by the Company in effecting the Alternative Course of Action; and

- iii. in the course of conducting the said planned municipal construction where such costs would not have been incurred by the Municipality if the Company had relocated the Natural Gas Distribution System in accordance with this paragraph 14 (including any reasonable additional cost the Municipality may incur in completing the said municipal construction in accordance with the Modified Plans or in effecting any Work Around Procedures).

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

Where:

- i. The Municipality requires the Company to move a Natural Gas line so the Municipality can replace its own sewer lines. The cost of moving the Natural Gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the Natural Gas line is \$40,000;
- ii. The Company proposes to simply brace the Natural Gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;
- iii. As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000); the Company is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of \$3,000 to the Company).

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

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

The Municipality is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Natural Gas Distribution System which may occur during its installation, maintenance or removal by the Company, nor is the Municipality liable to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company including claims for loss of revenue or loss of profits, on



account of the actions of the Municipality, its agents or employees, working in, under, over, along, upon and across its highways and rights-of- ways or other Municipal Property other than direct loss or damage to the Company caused by the negligence or willful misconduct of the Municipality, its agents or employees.

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

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

**15) Natural Gas Distribution System Expansion**

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

**16) Increase in Municipal Boundaries**

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

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

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

**17) Joint Use of Municipal Rights-of-Way**

**a) Municipal Use**

The Municipality will upon written notice to the Company have, for any reasonable municipal purpose, the right to make use of any municipal rights-of-way granted to the Company by the Municipality, provided such use complies with good and safe operating practices, as determined by the Company acting reasonably, applicable

legislation, and does not unreasonably interfere with the Company's use thereof, at no charge to the Municipality. The Municipality is responsible for its own costs and any necessary and reasonable costs incurred by the Company including the costs of any alterations that may be required in using municipal rights-of-way.

b) Third Party Use and Notice

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

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

- i. first, the third party will be directed to approach the Company to initially request conditional approval from the Company to use that part of the municipal rights-of-way it seeks to use;
- ii. second, upon receiving written conditional approval from the Company, the third party will be directed to approach the Municipality to obtain its written approval to jointly use that part of the municipal rights-of-way. As a condition of granting its consent, the Municipality may require such third party enter into an agreement with the Municipality, and such agreement may require such third party pay compensation to the Municipality; and
- iii. third, upon receiving written conditional approval from the Municipality, the third party will be directed to obtain final written approval from the Company to jointly use that part of the municipal rights-of-way. Once a joint use agreement has been entered into between the Company and the third party, it will not be subsequently amended without the written consent of the Municipality (which consent will not be unreasonably withheld).

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

**18) Municipality as a Retailer**

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

**19) Reciprocal Indemnification and Liability**

- a) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
  - i. any breach by the Company of any of the provisions of this Agreement; or
  - ii. the negligence or willful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- b) The Municipality will indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, 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 willful misconduct of the Municipality, or any of its servants,

agents, employees, licensees, contractors or invitees, in carrying on the business of the Municipality.

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

## **20) Assignment**

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

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

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees the Municipality may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the Municipality, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern.

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

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

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

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

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

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

## **21) Notices**

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

To the Company:

ATCO Gas and Pipelines Ltd.  
Attention: Vice President, Operations  
5302 Forand Street  
Calgary, Alberta, T3E 8B4  
Phone: (403) 292-7500

To the Municipality:

Town of Lamont  
Attention: Chief Administrative Officer  
5307-50 Ave  
Lamont, Alberta, T0B 2R0  
Phone: (780) 895-2010

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

## **22) Interruptions or Discontinuance of Delivery Service**

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

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

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

## 23) Dispute Settlement

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

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

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

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

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

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

**24) Application of Water, Gas and Electric Companies Act**

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

**25) Force Majeure**

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

**26) Terms and Conditions**

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

**27) Not Exclusive Against His Majesty**

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

**28) Severability**

If for any reason any covenant or agreement contained in this Agreement, or the application thereof to any Party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or agreement will be deemed to be independent of the remainder of this Agreement and to be severable and divisible from this Agreement. The invalidity, unenforceability or illegality will not affect, impair or invalidate the



remainder of this Agreement or any part thereof. The intention of the Municipality and the Company is that this Agreement would have been executed without reference to any portion which may, for any reason or to any extent, be declared or held invalid, unenforceable or illegal.

**29) Amendments**

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

**30) Waiver**

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

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

**31) Confidentiality**

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

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

**Municipality**

PER: \_\_\_\_\_  
**Jody Foulds**  
Mayor

PER: \_\_\_\_\_  
**Tyler Edworthy**  
Chief Administrative Officer

**Company**

PER: \_\_\_\_\_  
**Corinne Severson**  
Vice President, Operations

PER: \_\_\_\_\_  
**Shane Ellis**  
Vice President, Engineering &  
Construction

### SCHEDULE "A" Core Services

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

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

volumes, etc.); and

- ii. any Consumer complaints received by the Commission.

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

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

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

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

- e) Such other information as may be agreed upon by the Parties from time to time.

Where privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting such disclosure prevent the Company from providing the information above, the Company will make reasonable attempts to aggregate the information so as to comply with the applicable rules. The Company will not be obligated to provide such aggregated information if it believes such aggregation will not allow the Company to comply with the applicable rules.

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

### **SCHEDULE “B” Extra Services**

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

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

Effective January 1, 2026 by AUC Disposition 30180-D01-2025

## ATCO GAS AND PIPELINES LTD. – NORTH RIDER "A" MUNICIPAL FRANCHISE FEE TO ALL RATES AND ANY OTHER RIDERS THERETO

All charges under the Rates, including any charges under other Riders, to Customers situated within the communities listed on this Rider "A" Municipal Franchise Fee are subject to the addition of the percentage shown. The percentage shown is to be applied as an addition to the billings calculated under the Rates including charges as allowed under other Riders in effect.

Method A. - Applied to gross revenues\*.

<u>Municipalities</u>	<u>%</u>	<u>Effective Date</u>	<u>Municipalities</u>	<u>%</u>	<u>Effective Date</u>	<u>Municipalities</u>	<u>%</u>	<u>Effective Date</u>
Alberta Beach	8.00	20/03/01	Fort Saskatchewan	0.00	04/09/28	Oyen	30.00	08/01/17
Alix	12.00	19/01/01	Fox Creek	15.00	20/01/01	Peace River	32.00	22/01/01
Amisk	9.10	00/04/18	Gibbons	30.00	05/10/01	Point Alison	15.00	07/10/12
Andrew	12.00	24/05/01	Girouxville	26.00	19/01/01	Ponoka	31.00	24/02/01
Argentia Beach	0.00	10/07/09	Golden Days	25.00	04/06/15	Provost	22.00	13/01/01
Bashaw	13.00	23/01/01	Grande Prairie	25.00	06/03/07	Red Deer	35.00	17/01/01
Beaverlodge	11.50	20/01/01	Grimshaw	30.00	12/02/14	Rimbey	26.00	18/01/01
Bentley	12.00	20/01/01	Hardisty	22.00	18/01/01	Rocky Mtn. House	30.00	15/01/01
Berwyn	30.00	24/12/01	Hines Creek	30.00	05/08/02	Rycroft	30.00	16/02/10
Bittern Lake	8.00	25/01/01	Hinton ***	12.00	23/01/01	Ryley	10.00	10/06/03
Blackfalds	35.00	10/01/01	Holden	3.50	14/01/01	Seba Beach	20.00	07/04/24
Bon Accord	23.00	22/01/01	Hughenden	10.98	00/07/18	Sexsmith	25.00	07/04/24
Breton	15.00	17/01/01	Hythe	12.00	18/02/01	Sherwood Park	22.00	10/07/01
Bruderheim	20.00	21/01/01	Innisfree	25.00	08/09/08	Silver Beach	20.00	05/03/24
Camrose	32.00	25/04/01	Irma	20.00	04/10/15	Slave Lake	29.50	24/01/01
Caroline	35.00	21/01/01	Itaska	12.00	04/09/21	Spirit River	24.00	01/06/18
Chipman	0.00	06/05/12	Jasper Muni	19.10	22/01/01	Spruce Grove	35.00	23/01/01
Clive	17.17	23/01/01	Jasper Ntl Pk	17.10	06/09/01	St. Albert	25.00	25/01/01
Clyde	11.00	24/01/01	Kitscoty	15.00	24/01/01	Stony Plain	35.00	21/02/01
Cold Lake	15.50	24/01/01	Lacombe	29.25	25/01/01	Swan Hills	10.00	21/01/01
Consort	22.00	04/05/07	<b>Lamont</b>	<b>35.00</b>	<b>04/05/10</b>	Sylvan Lake	32.00	23/01/01
Coronation	10.05	09/07/14	Lavoy	16.61	09/10/23	Thorsby	35.00	23/03/01
Czar	11.84	00/04/27	Legal	25.00	22/01/01	Tofield	10.00	04/05/04
Donnelly	30.00	05/09/06	Lloydminster	28.50	25/01/01	Vegreville	33.00	04/10/12
Drayton Valley***	22.00	04/10/22	Lougheed	15.00	12/09/17	Vermilion	22.00	21/01/01
Eaglesham	10.00	25/01/01	Mannville	25.00	20/01/01	Veteran	6.00	17/01/01
Eckville	20.00	16/03/01	Mayerthorpe	20.20	24/01/01	Viking	21.51	04/09/29
Edgerton	15.00	22/01/01	McLennan	24.00	05/05/19	Wabamun	15.00	18/06/01
Edmonton	35.00	19/01/01	Millet	22.00	08/01/01	Warburg	10.00	09/01/01
Edson***	22.54	23/01/01	Minburn	16.61	16/01/01	Wembly	25.00	08/07/01
Entwistle	17.32	10/02/22	Mirror	12.60	06/07/13	Wetaskiwin	33.00	21/01/01
Fairview	19.31	23/01/01	Mundare	23.00	20/04/01	Whitecourt ***	33.55	24/01/01
Falher	18.00	23/01/01	Nampa	16.84	04/04/22			
Fort McMurray	10.00	21/03/01	Onoway	10.50	24/01/01			

\* Gross Revenues are ATCO Gas total charges, less GST.

\*\*\* Includes a \$10,000 maximum annual allowable assessment (Max) on any individual metered account.

**TOWN OF LAMONT  
BYLAW 07/25**



**BEING A BYLAW OF THE TOWN OF LAMONT IN THE PROVINCE OF ALBERTA, TO AUTHORIZE THE MAYOR AND ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH ATCO GAS AND PIPELINES LTD. (THE COMPANY) TO RENEW AN AGREEMENT WITH AND TO CONFER A FRANCHISE ON THE COMPANY TO DELIVER NATURAL GAS TO CUSTOMERS WITHIN THE MUNICIPALITY.**

**WHEREAS** the Company has requested a franchise be granted to provide natural gas services to customers within the Municipality;

**AND WHEREAS** it is deemed that such an agreement would be of benefit to customers within the Municipality;

**NOW THEREFORE** under the authority of the Municipal Government Act, R.S.A. 2000, Chapter M-26, Part 3, Division 3, Section 45 – 47 be it enacted that the Mayor and Administrator be authorized to sign the agreement which is attached to and forming part of this bylaw and marked as Schedule "A" between the Municipality and the Company to renew an agreement with and to confer a franchise on the Company to deliver natural gas services within the Municipality;

**1. BYLAW TITLE**

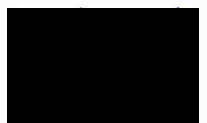
- 1.1 This Bylaw is known as "ATCO GAS AND PIPELINES LTD. Renewal Agreement Bylaw".

**2. SEVERABILITY**

- 2.1 If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, the invalid portion shall be severed, and the remainder of the Bylaw is deemed valid.

**3. TRANSITIONAL**

- 3.1 That Bylaw 08/15 is hereby repealed.



TOWN OF LAMONT  
BYLAW 07/25



4. EFFECTIVE DATE

- 4.1 That this Bylaw shall come into force upon the agreement being approved by the Alberta Utilities Commission for the Province of Alberta, and upon being given third reading and finally passed.

READ A FIRST TIME THIS 13 DAY OF May, 2025.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

READ A THIRD TIME AND PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Date signed



**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

**2026**

**BETWEEN:**

**TOWN OF LAMONT**

**- AND -**

**ATCO GAS AND PIPELINES LTD.**

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**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

BETWEEN

**TOWN OF LAMONT**, a municipality located in the  
Province of Alberta (the "Municipality")

OF THE FIRST PART

– and –

**ATCO GAS AND PIPELINES LTD.**, a  
corporation having its head office at the City of  
Edmonton, in the Province of Alberta (the  
"Company")

OF THE SECOND PART

WHEREAS by Agreement dated May 8, 1956, made between the Company and the Municipality a franchise was granted to the Company to supply natural gas to the Municipality and its inhabitants, for a period of twenty (20) years;

WHEREAS by Renewal Agreement dated May 10, 1978, the Agreement was renewed and extended for a period of ten (10) years from March 1, 1977;

WHEREAS by Renewal Agreement dated September 2, 1987, the Agreement was renewed and extended for a period of five (5) years;

WHEREAS by Renewal Agreement dated March 17, 1993, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated December 15, 1999, the Municipality consented to the assignment of the Franchise Agreement by Northwestern Utilities Limited to ATCO Gas and Pipelines Ltd.;

WHEREAS by Renewal Agreement dated April 27, 2004, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Renewal Agreement dated January 1, 2016, the Agreement was renewed and extended for a period of ten (10) years;

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

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

## 1) Definitions and Interpretation

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

- a) “**Agreement**” means this Natural Gas Distribution System Franchise Agreement;
- b) “**Alternative Course of Action**” shall have the meaning set out in paragraph 14 (c);
- c) “**Commission**” means the Alberta Utilities Commission (AUC) as established under the *Alberta Utilities Commission Act* (Alberta);
- d) “**Company**” means the Party of the second part to this Agreement and includes its successors and permitted assigns;
- e) “**Construct**” means constructing, reconstructing, upgrading, extending, relocating, or removing any part of the Natural Gas Distribution System;
- f) “**Consumer**” or “**Consumers**” as the text may require, means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Natural Gas Distribution Service by the Company pursuant to the Company’s Delivery Tariff;
- g) “**Core Services**” means all those services set forth in Schedule “A” of this Agreement;
- h) “**Delivery Tariff**” means the rates and Terms and Conditions of service approved by the Commission from time to time on an interim or final basis, as the case may be, for the Company to deliver Natural Gas to the Consumer;
- i) “**Electronic Format**” means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- j) “**Extra Services**” means those services set forth in Schedule “B” that are requested by the Municipality for itself or on behalf of its citizens and provided by the Company in accordance with paragraph 7 of this Agreement;
- k) “**GUA**” means the *Gas Utilities Act* (Alberta);
- l) “**Intended Time Frame**” shall have the meaning set out in paragraph 14 (c);
- m) “**Maintain**” means to maintain and keep in good repair any part of the Natural Gas Distribution System;

- n) **“Major Work”** means any Work to Construct or Maintain the Distribution System that costs more than one-hundred thousand (\$100,000.00) dollars;
- o) **“MGA”** means the *Municipal Government Act* (Alberta);
- p) **“Modified Plans”** shall have the meaning set out in paragraph 14 (c)(ii);
- q) **“Municipality”** means the Party of the first part to this Agreement;
- r) **“Municipal Compensation”** shall have the meaning set out in paragraph 20;
- s) **“Municipal Service Area”** means the geographical area within the legal boundaries of the Municipality where the Company has been granted rights hereunder in connection with, among other matters, Natural Gas Distribution Service, as altered from time to time;
- t) **“Municipal Property”** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- u) **“Natural Gas”** means a combustible mixture of hydrocarbon gases;
- v) **“Natural Gas Distribution Service”** means the delivery of Natural Gas in accordance with the Company’s Delivery Tariff;
- w) **“Natural Gas Distribution System”** means any facilities owned by the Company which are used to provide Natural Gas Distribution Service within the Municipal Service Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Service Area and includes any Natural Gas transmission lines owned by the Company within the Municipal Service Area;
- x) **“NOVA Gas Transmission Ltd. (NGTL)”** means NGTL and its successors, as applicable, for purposes of paragraph 5 g) of this Agreement. For greater certainty, the provisions of paragraph 5 g) may only apply in relation to franchises held by ATCO;
- y) **“Operate”** means to operate the Natural Gas Distribution System, or to interrupt or restore service in any part of the Natural Gas Distribution System, in a safe and reliable manner;
- z) **“Party”** means any party to this Agreement and **“Parties”** means all of the parties to this Agreement;
- aa) **“Plans and Specifications”** means the plans, drawings and specifications reasonably

necessary to properly assess and review proposed Work prior to issuance of any approval that may be required under this Agreement;

bb) “**Term**” means the term of this Agreement set out in paragraph 2;

cc) “**Terms and Conditions**” means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;

dd) “**Work**” means any work to Construct or Maintain the Natural Gas Distribution System; and

ee) “**Work Around Procedures**” shall have the meaning set out in paragraph 14 (c)(ii).

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

## 2) Term

a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:

i. First (1<sup>st</sup>) day of January, 2026; and

ii. the first (1<sup>st</sup>) day of the month immediately following the month that all business day after both of the following have been completed occurred:

A. the Commission has approved and acknowledged this Agreement; and

B. Council of the Municipality has passed third reading of the applicable adopting bylaw and provided the Company with written evidence of the same on or before the 20<sup>th</sup> day of the month, and

B.C. the Municipality has provided the Company with a fully executed copy of this Agreement on or before the 20<sup>th</sup> day of the month.

b) This Agreement will expire on the 31 day of December, 2036.

- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

### **3) Expiry of Term of Agreement**

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

### **4) Grant of Franchise**

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area to:
  - i. provide Natural Gas Distribution Service;
  - ii. Construct, Operate, and Maintain the Natural Gas Distribution System; and

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

## 5) Franchise Fee

### a) Calculation of Franchise Fee

In consideration of the rights granted pursuant to paragraph 4 and the mutual covenants herein and subject to Commission approval the Company agrees to collect from Consumers and pay to the Municipality a franchise fee. The Parties agree s. 360(4) of the *MGA*, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be



calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge, demand charge, but excluding the cost of Natural Gas (being the calculated revenues from the Natural Gas cost recovery rate rider or the deemed cost of Natural Gas and Natural Gas supply related riders) in that year for Natural Gas Distribution Service within the Municipal Service Area.

For the first (1<sup>st</sup>) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be Thirty-Five percent (35%).

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

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

b) Adjustment to the Franchise Fee

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

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

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

c) Notice to Change Franchise Fee

Prior to implementing any change to the franchise fee, the Municipality will notify its intent to change the level of the franchise fee and the resulting effect such change will have on an average residential Consumer's annual Natural Gas bill through publication of a notice once in the newspaper with the widest circulation in the Municipal Service Area at least forty five (45) days prior to implementing the revised franchise fee. A copy of the published notice will be filed with the

Commission.

d) Payment of Franchise Fee

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

e) Franchise Fee Cap

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

f) Reporting Considerations

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

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

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

**6) Core Services**

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

**7) Provision of Extra Services**

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

Any breach by the Company in connection with the provision of any Extra Services

contained in this Agreement will not constitute a breach of a material provision of this Agreement for the purposes of paragraph 9.

**8) Municipal Taxes**

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

**9) Right to Terminate on Default**

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

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

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

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

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

- a) Detailed Plans

The Company agrees to provide to the Municipality for the Municipality's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and alignments of the Natural Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in Electronic Format, where available, together with as many prints of the overall Natural Gas Distribution System as the Municipality may reasonably require. These plans and plan sheets will be updated by the Company on at least an annual basis.

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

b) Provision of Equipment

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

**12) Right of First Refusal to Purchase**

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

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

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

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

#### a) Municipal Approval

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

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

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

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

#### b) Restoration of Municipal Property

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

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



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

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

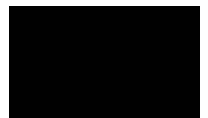
c) Urgent Repairs and Notification to Municipality

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications



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

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

f) Approvals

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

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

**14) Responsibilities for Cost of Relocations**

- a) Upon receipt of one (1) year's notice from the Municipality, the Company will, at its own expense, relocate to Municipal Property such part of the Natural Gas Distribution System that is located on Municipal Property as may be reasonably required by the Municipality due to planned municipal construction. In order to encourage the orderly development of Municipal facilities and the Natural Gas Distribution System, the Municipality and the Company agree they will meet regularly to:
  - i. review the long-term facility plans of the Municipality and the Company; and
  - ii. determine the time requirements and costs for final design specifications for each relocation. Providing the Municipality is not the developer requesting the relocation for commercial or residential resale to third parties, the Company will bear the expenses of the required relocation.
- b) Notwithstanding the foregoing, the Company will not be required to move any part of



the Natural Gas Distribution System after receipt of notice from the Municipality in accordance with this paragraph where:

- i. the Company has illustrated to the satisfaction of the Municipality, acting reasonably, an appropriate Alternative Course of Action is available;
  - ii. the Municipality has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and
  - iii. the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure the Municipality will be left with sufficient time to complete the said planned municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Company utilizing the Alternative Course of Action).
- c) For the purposes of this paragraph 14, the term “Alternative Course of Action” will mean any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the Municipality may incur and which the Company will be required to pay in accordance with this paragraph 14 and “Intended Time Frame” will mean the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Natural Gas Distribution System in accordance with this paragraph 14.

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

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

completing the said municipal construction in accordance with the Modified Plans or in effecting any Work Around Procedures).

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

Where:

- i. The Municipality requires the Company to move a Natural Gas line so the Municipality can replace its own sewer lines. The cost of moving the Natural Gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the Natural Gas line is \$40,000;
- ii. The Company proposes to simply brace the Natural Gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;
- iii. As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000); the Company is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of \$3,000 to the Company).

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

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

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

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

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

**15) Natural Gas Distribution System Expansion**

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

**16) Increase in Municipal Boundaries**

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

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

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

**17) Joint Use of Municipal Rights-of-Way**

a) Municipal Use

The Municipality will upon written notice to the Company have, for any reasonable municipal purpose, the right to make use of any municipal rights-of-way granted to the Company by the Municipality, provided such use complies with good and safe operating practices, as determined by the Company acting reasonably, applicable legislation, and does not unreasonably interfere with the Company's use thereof, at

no charge to the Municipality. The Municipality is responsible for its own costs and any necessary and reasonable costs incurred by the Company including the costs of any alterations that may be required in using municipal rights-of-way.

b) Third Party Use and Notice

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

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

- i. first, the third party will be directed to approach the Company to initially request conditional approval from the Company to use that part of the municipal rights-of-way it seeks to use;
- ii. second, upon receiving written conditional approval from the Company, the third party will be directed to approach the Municipality to obtain its written approval to jointly use that part of the municipal rights-of-way. As a condition of granting its consent, the Municipality may require such third party enter into an agreement with the Municipality, and such agreement may require such third party pay compensation to the Municipality; and
- iii. third, upon receiving written conditional approval from the Municipality, the third party will be directed to obtain final written approval from the Company to jointly use that part of the municipal rights-of-way. Once a joint use agreement has been entered into between the Company and the third party, it will not be subsequently amended without the written consent of the Municipality (which consent will not be unreasonably withheld).

c) Cooperation

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

d) Payment

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

The compensation paid or to be paid by such third party to the Company for the

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

e) **Provision of Agreements**

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

**18) Municipality as a Retailer**

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

**19) Reciprocal Indemnification and Liability**

- a) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
  - i. any breach by the Company of any of the provisions of this Agreement; or
  - ii. the negligence or willful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- b) The Municipality will indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, 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 willful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of

the Municipality.

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

## **20) Assignment**

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

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

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees the Municipality may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the Municipality, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern.

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

Subject to the Company having fulfilled the obligations outlined in the preceding three

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

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

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

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

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

## **21) Notices**

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

To the Company:

ATCO Gas and Pipelines Ltd.  
Attention: Vice President, Operations  
5302 Forand Street  
Calgary, Alberta, T3E 8B4  
Phone: (403) 292-7500

To the Municipality:

Town of Lamont  
Attention: Chief Administrative Officer  
PO Box 330



5307-50 Ave  
Lamont, Alberta, T0B 2R0  
Phone: (780) 895-2010

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

## **22) Interruptions or Discontinuance of Delivery Service**

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

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

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

## **23) Dispute Settlement**



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

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

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

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

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

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

## **24) Application of Water, Gas and Electric Companies Act**

This Agreement will be deemed to operate as consent by the Municipality to the exercise

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

**25) Force Majeure**

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

**26) Terms and Conditions**

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

**27) Not Exclusive Against His Majesty**

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

**28) Severability**

If for any reason any covenant or agreement contained in this Agreement, or the application thereof to any Party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or agreement will be deemed to be independent of the remainder of this Agreement and to be severable and divisible from this Agreement. The invalidity, unenforceability or illegality will not affect, impair or invalidate the

remainder of this Agreement or any part thereof. The intention of the Municipality and the Company is that this Agreement would have been executed without reference to any portion which may, for any reason or to any extent, be declared or held invalid, unenforceable or illegal.

**29) Amendments**

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

**30) Waiver**

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

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

**31) Confidentiality**

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

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

**Municipality**

PER: \_\_\_\_\_  
Name Jody Foulds  
Title Mayor

PER: \_\_\_\_\_  
Name Tyler Edworthy  
Title Chief Administrative Officer

**Company**

PER: \_\_\_\_\_  
Name \_\_\_\_\_  
Vice President, Operations

PER: \_\_\_\_\_  
Name \_\_\_\_\_  
Vice President, Engineering & Construction

## SCHEDULE "A" Core Services

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

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

volumes, etc.); and

- ii. any Consumer complaints received by the Commission.

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

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

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

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

e) Such other information as may be agreed upon by the Parties from time to time.

Where privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting such disclosure prevent the Company from providing the information above, the Company will make reasonable attempts to aggregate the information so as to comply with the applicable rules. The Company will not be obligated to provide such aggregated information if it believes such aggregation will not allow the Company to comply with the applicable rules.

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

### **SCHEDULE “B” Extra Services**

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

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



## TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

AGENDA ITEM: 4.4

COUNCIL MEETING DATE:  
Aug 26, 2025

### ITEM DESCRIPTION OR TITLE

**Derelict Property Residential Assessment Sub-Class Bylaw Information**

### RECOMMENDATION

1. **THAT** Council direct administration to provide a final draft of the Town of Lamont Residential Assessment Sub-Class Bylaw based on the feedback received to the September 23, 2025 Council meeting for decision.
2. **THAT** Council determine the appropriate course of action.

### BACKGROUND

Council directed Administration to investigate the potential of having a new residential assessment sub-class to deal with derelict properties in Lamont.

After reviewing the Residential Assessment Sub-Class Bylaws other municipalities have recently implemented, and in consultation with Tanmar Consulting Inc., administration is providing a draft Residential Assessment Sub-Class Bylaw for Council's review and direction.

### COMMUNICATIONS

N/A

### IMPLICATIONS OF DECISION

- The Town could improve the over quality of living by removing or improving derelict properties.
- If the Assessment Sub-Class Bylaw proceeds, it could cost certain ratepayers financial hardship.

### FINANCIAL IMPLICATIONS

- Immediate future: additional taxation revenue could be used to deal with derelict properties.
- Mid-Term: If the property is improved, the tax base could be higher.
- Long Term: the Town could become the owner by tax forfeiture and deal with the remedy costs. The tax base would improve as these properties are repaired or demolished, giving opportunity for new builds.





**TOWN OF LAMONT  
COUNCIL AGENDA  
REQUEST FOR DECISION**

**POLICY AND/OR LEGISLATIVE REFERENCES**

*MGA RSA 2000, c M-26., Section 297*

**ATTACHMENTS**

Residential Assessment Sub-Class Bylaw DRAFT

Report Prepared By: Dawn Nielsen, Deputy CAO

Approved by CAO:

A handwritten signature in blue ink, appearing to be "Dawn Nielsen", is written over the "Approved by CAO:" text.

**BEING A BYLAW OF THE TOWN OF LAMONT IN THE PROVINCE OF ALBERTA,  
TO ESTABLISH RESIDENTIAL ASSESSMENT SUB-CLASSES.**

**WHEREAS** the *Municipal Government Act*, RSA 2000, c. M-26, and amendments thereto, pursuant to Section 297 authorizes a Council, by Bylaw, to divide class 1 – residential into sub-classes on any basis it considers appropriate;

**AND WHEREAS**, the *Municipal Government Act*, RSA 2000, c. M-26, and amendments thereto, pursuant to Section 297 the Municipality intends to divide class 1 into sub-classes.

**NOW THEREFORE** the Council of the Town of Lamont, hereby enacts as follows:

**1. BYLAW TITLE**

- 1.1 This Bylaw is known as “Residential Assessment Sub-Class Bylaw”.

**2. DEFINITIONS**

- 2.1 For the purposes of this Bylaw:

- a. “Act” means the *Municipal Government Act*, RSA 2000, c.M-26.
- b. “Assessment” means the assessed value of property.
- c. “Residential Assessment Class” means the property’s classification for assessment purposes and used by the assessor in preparation of the annual assessment roll.
- d. “Assessor” means a designated officer appointed under Section 284.2 of the *Municipal Government Act* to carry out the functions, duties and powers of a municipal assessor.
- e. “Residential” property that is not classed by the assessor as farmland, machinery and equipment or non-residential.
- f. “Derelict Property” means a building or land that has been abandoned, neglected, is in a state of significant disrepair, and deteriorated to the point where it is no longer habitable or usable. Signs that a property may be derelict include (but are not limited to):
  - i. Structural Damage: Cracks in walls, sagging roofs, or collapsed section.

**TOWN OF LAMONT  
BYLAW XX/XX**



- ii. Broken or Boarded Windows: Windows that are shattered, missing or covered with boards.
- iii. Graffiti or Vandalism: Graffiti, broken doors, or other forms of vandalism.
- iv. Accumulation of Debris: Trash, old furniture, or abandoned vehicles.
- v. No Utilities or Services: No running water, electricity, or proper drainage.
- vi. Unsafe or Unstable Conditions: Visible hazards such as exposed wires, holes in floors, or collapsing structures.
- vii. Bad Odors or Pest Infestations: A strong smell of mold or signs of rodent and/or insect infestation.
- viii. Lack of Occupancy: Appears unused for an extended period with no signs of caretaking or maintenance.

**3. RESIDENTIAL ASSESSMENT SUB-CLASSES**

- 3.1 For the purpose of the Assessment for the 2026 taxation year, and any future assessment, all Residential property with the Town of Lamont is hereby divided into the following subclasses of assessment:
  - a. Residential
  - b. Derelict Residential

**4. SEVERABILITY**

- 4.1 If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, the invalid portion shall be severed, and the remainder of the Bylaw is deemed valid.

**5. EFFECTIVE DATE**

- 5.1 That this Bylaw shall come into force and take effect upon the date of third reading and is duly signed.

TOWN OF LAMONT  
BYLAW XX/XX



READ A FIRST TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

READ A SECOND TIME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

READ A THIRD TIME AND PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Date signed



# TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

AGENDA ITEM: 4.5

MEETING DATE:  
August 26, 2025

## ITEM DESCRIPTION OR TITLE

RAIL SAFETY WEEK

## RECOMMENDATION

**THAT** Council proclaim September 15 to 21, 2025 to be Rail Safety Week.

## BACKGROUND

Held annually in September, Rail Safety Week provides an opportunity to inform the public about the importance of rail safety and the risks of trespassing and not obeying signs and signals at grade crossings.

Rail Safety Week will be held September 15 to 21, 2025.

## COMMUNICATIONS

Promote rail safety to residents, businesses and visitors.

## IMPLICATIONS OF DECISION

Supports community awareness and preparedness.

## FINANCIAL IMPLICATIONS

N/A

## POLICY AND/OR LEGISLATIVE REFERENCES

Strategic Plan 2023-2027- Strategic Priorities- Safety + Wellbeing - Goal: Enhance community sense of safety and the Town's emergency preparedness.

## ATTACHMENTS

Rail Safety Week Resolution

Report Prepared By: Jackii Ponto-Lloyd, Executive Assistant

Approved by CAO:

**RESOLUTION**  
**IN SUPPORT OF RAIL SAFETY WEEK**

**WHEREAS *Rail Safety Week*** is to be held across Canada from September 15 to 21, 2025;

**WHEREAS**, 261 railway crossing and trespassing incidents occurred in Canada in 2024; resulting in 68 avoidable fatalities and 58 avoidable serious injuries;

**WHEREAS**, educating and informing the public about rail safety (reminding the public that railway rights-of-way are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws) will reduce the number of avoidable fatalities and injuries cause by incidents involving trains and citizens; and

**WHEREAS** Operation Lifesaver is a public/private partnership whose aim is to work with the public, rail industry, governments, indigenous communities, police services, media and others to raise rail safety awareness;

**WHEREAS** CN and Operation Lifesaver have requested City Council adopt this resolution in support of its ongoing efforts to raise awareness, save lives and prevent injuries in communities, including our municipality;

It is proposed by Councillor \_\_\_\_\_

seconded by Councillor \_\_\_\_\_

It is hereby **RESOLVED** to support national ***Rail Safety Week*** to be held from September 15 to 21, 2025.



## **TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION**

**AGENDA ITEM:** 4.6

**COUNCIL MEETING DATE:**  
August 26, 2025

### **ITEM DESCRIPTION OR TITLE**

**2025 Half – Year Utility Revenue Analysis**

### **RECOMMENDATION**

**THAT** Council accept the 2025 Half – Year Utility Revenue Analysis as information.

### **BACKGROUND**

On January 14, 2025, Council approved Bylaw 01/25 – the 2025 Fees and Charges Bylaw. This bylaw eliminated the minimum billing framework (\$66.56 for up to 3,000 gallons) and introduced a user pay model. This analysis provides Council with a summary of the impacts of these changes during the first half of 2025.

### **COMMUNICATIONS**

Provide regular updates

### **IMPLICATIONS OF DECISION**

N/A

### **FINANCIAL IMPLICATIONS**

#### **Utility Revenues Analysis**

There are two primary factors influencing the Town's utility revenues: the volume of water consumed, and the rates established by the Town's Fees and Charges Bylaw.

In the first half of 2025, water consumption reached 74,224 m<sup>3</sup>, compared to 77,071 m<sup>3</sup> in the same period of 2024 a decrease of approximately 4%. This is mainly due to the reduced water consumption at the Lamont Care Center of over 2300 m<sup>3</sup> during construction. Historically, water usage tends to be higher in the second half of the year. For instance, in 2024, second-half consumption increased 7%. If this trend continues, we can reasonably estimate that water usage in 2025 will also increase in the second half of the year.



## TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

Sanitary sewer revenue has come in above the expected revenue target that has reduced the impact of the loss in water revenue. The overall utility revenue is currently on target at 49.6% as illustrated in the chart below.

### Budget vs Actual

Description	2025 Budget	2025 Actual Half Y	% of Completi on
Sale Of Water Service	(504,180)	(222,317)	44.1%
Cost Recovery/Access Fees	(109,500)	(54,751)	50.0%
Utility Penalty	(4,800)	(2,561)	53.3%
Capital Investment (Year end )	(35,000)	(17,450)	49.9%
Water Metres	(500)	(105)	21.0%
Sale Of Sewer Service	(164,000)	(101,968)	62.2%
Sale Of Garbage Servi	(369,000)	(190,022)	51.5%
<b>Total</b>	<b>(1,186,980)</b>	<b>(589,174)</b>	<b>49.6%</b>

Administration will monitor the revenue and provide updates to Council. Considering the expected increase in water consumption during the latter half of the year, we remain confident that year-end utility revenues will align with the budget.

### POLICY AND/OR LEGISLATIVE REFERENCES

N/A

### ATTACHMENTS

N/A

Report Prepared By: Robert Mu, Finance Officer

Approved by CAO:





# TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

AGENDA ITEM: 4.7

**COUNCIL MEETING DATE:**  
August 26, 2025

## ITEM DESCRIPTION OR TITLE

**2025 Tax Revenue Updates**

## RECOMMENDATION

**THAT** Council accept the 2025 Tax Revenue Updates as information.

## BACKGROUND

As of July 31, 2025, the Town has collected approximately 80% of property tax payments, totaling \$2.27 million. Outstanding taxes, including penalties, amount to \$559,594. This includes \$8,145 in arrears from previous years and approximately \$261,731 under the Tax Installment Payment Program (TIPP).

For the same period in 2024, the compliance rate was 81%. Based on this comparison and historical trends, it is anticipated that the compliance rate will reach approximately 91% by year-end. Administration continues to monitor outstanding taxes closely and will provide monthly updates to Council.

2024 Tax Compliance Rates	30-Jun-24	31-Jul-24	31-Aug-24	30-Sep-24	31-Oct-24	30-Nov-24	31-Dec-24
Tax payments received	\$1,954,383	\$2,172,081	\$2,231,856	\$2,291,671	\$2,373,242	\$ 2,429,340	\$2,459,928
% of the tax paid	73%	81%	83%	85%	88%	90%	91%

2025 Tax Compliance Rates	30-Jun-25	31-Jul-25
Tax payments received	\$2,106,846	\$2,270,208
% of the tax paid	74%	80%

## COMMUNICATIONS

Provide regular updates

## IMPLICATIONS OF DECISION

N/A

## FINANCIAL IMPLICATIONS

This RFD is to provide information and analysis regarding 2025 tax compliance rate as of July 31, 2025.



**TOWN OF LAMONT  
COUNCIL AGENDA  
REQUEST FOR DECISION**

**POLICY AND/OR LEGISLATIVE REFERENCES**

N/A

**ATTACHMENTS**

N/A

Report Prepared By: Robert Mu, Finance Officer

Approved by CAO:



# TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION

AGENDA ITEM: 4.8

MEETING DATE:  
August 26, 2025

## ITEM DESCRIPTION OR TITLE

Town of Lamont- 2025 Capital Works Program Update

## RECOMMENDATION

**THAT** Council accept the 2025 Capital Works Program Update as information.

## BACKGROUND

On November 26, 2024, Council approved the 2025 Capital Budget priorities, that identified 46 Street, phase 2 and 3 as top priorities. This project includes watermain being moved into the roadway, water and sewer service replacements and full road reconstruction with an identified budget for this project of \$1,450.00.

On April 8, 2025, Council approved the recommendation to appoint Nikiforuk Construction Ltd as the successful vendor. The project started April 21, 2025 with minor utility service work completed and the major construction starting July 21, 2025. The original completion date was set at October 1, 2025, and the program is ahead of schedule with completion anticipated the end of this week August 29, 2025.

Council approved the reallocation of contingency funds to develop a walking trail from along 50<sup>th</sup> Ave and several pavement repairs that have been identified as priority due to utility repairs. Administration can confirm this work will be completed and will fit into the Capital Program budget. Administration is waiting on final invoicing and will provide a financial statement on the 2025 Capital Program once all costs have been received.

## COMMUNICATIONS

Provide a final financial statement on the 2025 Capital Program

## IMPLICATIONS OF DECISION

Provide sound project management that supports the identified 2025 Capital Works Program timeline and budget impacts.  
Improve the Town of Lamont infrastructure while remaining fiscally responsible.

## FINANCIAL IMPLICATIONS

\$1,450,000 approved 2025 capital budget.



## **TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION**

### **POLICY AND/OR LEGISLATIVE REFERENCES**

Strategic Plan 2023- 2027- Fiscal Management- Goal- Demonstrate leadership in fiscal management and prioritization.

Strategic Plan 2023-2027- Infrastructure- Goal- Continue to follow best practices in asset management.

### **ATTACHMENTS**

NA

Report Prepared By: Tyler Edworthy, CAO

Approved by CAO:

A handwritten signature in blue ink, appearing to be "TE", is written over the "Approved by CAO:" text.



# **TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION**

**AGENDA ITEM:** 4.9

**COUNCIL MEETING DATE:**  
August 26, 2025

## **ITEM DESCRIPTION OR TITLE**

**Chamber Connection – AGM and Business Awards**

## **RECOMMENDATION**

**THAT** Council decide the appropriate course of action.

## **BACKGROUND**

The Fort Saskatchewan & Lamont Regional Chamber of Commerce will be hosting their 41<sup>st</sup> Annual Business Awards and Annual General Meeting on Friday, October 3, 2025 from 11:00 a.m. to 2:30 p.m. at the Normandy Room at the Fort Saskatchewan Legion.

This event is a great opportunity to reflect on the past year, connect with the community, and honour outstanding businesses that help our region thrive.

11:00 a.m. – Annual General Meeting  
12:30 p.m. – Lunch  
1:00 p.m. – Awards Ceremony  
2:30 p.m. - Conclusion

## **COMMUNICATIONS**

N/A

## **IMPLICATIONS OF DECISION**

N/A

## **FINANCIAL IMPLICATIONS**

Tickets are \$50.00 per person

## **POLICY AND/OR LEGISLATIVE REFERENCES**

N/A



**TOWN OF LAMONT  
COUNCIL AGENDA  
REQUEST FOR DECISION**

**ATTACHMENTS**

None.

Report Prepared By: Jackii Ponto-Lloyd, Executive Assistant

Approved by CAO:

A handwritten signature in blue ink, appearing to be "JP", is written over the "Approved by CAO:" text.



# **TOWN OF LAMONT COUNCIL AGENDA REQUEST FOR DECISION**

**AGENDA ITEM:** 4.10

**COUNCIL MEETING DATE:**  
**August 26, 2025**

## **ITEM DESCRIPTION OR TITLE**

**Draft Ice Allocation Policy**

## **RECOMMENDATION**

**THAT** Council review and approve the Ice Allocation Policy

## **BACKGROUND**

It is recognized and understood that the Town has a responsibility to allocate access to the arena ice time in a manner that meets the needs of the user groups and maximizes efficiency for the Town, by establishing a basis to fairly and equitably distribute the ice time available to the residents of Lamont and the greater community. The purpose of this policy is to define the process for allocating and managing ice resources in a fair and equitable manner and to optimize the usage, minimize risk, and benefit the whole community.

## **COMMUNICATIONS**

Approved policy will be sent to Regular User groups, published on the Town website including the booking software, and available to all User groups.

## **IMPLICATIONS OF DECISION**

Establish a fair, transparent, consistent, and equitable process for the allocation and distribution of ice; ensure that the municipality's ice arena is used for the benefit of the entire community; balance the needs of user groups, participants, and those of the municipality at large.

## **FINANCIAL IMPLICATIONS**

(TBD)

## **POLICY AND/OR LEGISLATIVE REFERENCES**

2023 – 2027 Strategic Plan Community Connection + Vibrancy” Goal: Provide quality public spaces and opportunities for recreation.



**TOWN OF LAMONT  
COUNCIL AGENDA  
REQUEST FOR DECISION**

**ATTACHMENTS**

Draft Ice Allocation Policy, Appendices A, B, C.

Report Prepared By: Dave Taylor, Community Development Coordinator

Approved by CAO:

A handwritten signature in blue ink, appearing to be "J. Taylor", is written over the "Approved by CAO:" text.



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## Arena Ice - Group Booking Policy

### 1. Definition of Group Booking

A group booking is defined as the reservation of ice time for an organization, team, school, league, or other group involving multiple participants under one booking agreement.

### 2. Booking Requests & Confirmation

- All group bookings must be requested in writing (email or booking form).
- Bookings are not confirmed until a rental agreement is signed, and a deposit is received.
- Requests are subject to ice availability and approval by authorized personnel from the Town.

### 3. Deposit & Payment Terms

- A non-refundable deposit of 25% of the group booking is required at the time of booking to secure the ice time.
- Groups will be invoiced monthly for ice bookings; 30-day payment terms on invoice
- Accepted payment methods:
  - Cash, Interac, or cheque at the Town Office, during business hours
  - Online credit card payment via Option Pay:  
<https://payment.optionpay.ca/town-of-lamont/index.php>
  - E-Transfer to [general@lamont.ca](mailto:general@lamont.ca)
  - Payments will NOT be accepted by Arena staff

### 4. Cancellation Policy

- Cancellations must be made in writing at least 14 days prior to the scheduled ice time to avoid additional charges.
- Cancellations made less than 14 days in advance may be subject to full rental fees, unless the time slot is rebooked.
- No-shows will be charged the full booking amount.

## **5. Arrival & Departure**

- Groups must arrive and vacate the ice surface promptly according to the scheduled time.
- Early access to dressing rooms or ice is not permitted unless pre-approved by the Town
- Delays in vacating the ice or facility may result in additional fees or loss of future booking privileges.

## **6. Insurance & Liability**

- All group users must carry liability insurance and may be required to provide proof of coverage upon request.
- The Town/Arena Operator is not responsible for lost, stolen, or damaged personal items.

## **7. Rules & Conduct**

- All users must comply with Arena rules, posted signage, and staff instructions.
- The group organizer is responsible for participant behavior and may be held liable for any damages.
- No food, beverages, or unauthorized activities are permitted on the ice surface.

## **8. Weather or Facility Closures**

- In the event of a facility closure due to weather or mechanical issues, the booking will be rescheduled or refunded at the Town's discretion.

# Town of Lamont - Ice Time Allocation Policy & Procedure

## Policy Statement

It is recognized and understood that the Town has a responsibility to allocate access to the arena ice time in a manner that meets the needs of the entire community. It is further recognized that these needs vary by user group. The Ice Time Allocation Policy & Procedure establishes a basis to fairly and equitably distribute the ice time available to the community and residents of Lamont.

## Purpose

To define the process for allocating and managing ice resources in a fair and equitable manner and to optimize the usage and programming of prime-time ice in a way that reflects the Town of Lamont Strategic Plan priority “Community Connection + Vibrancy” Goal: Provide quality public spaces and opportunities for recreation; minimizing risk and benefitting the whole community.

## Objectives & Guiding Principles

The objectives of this policy are to:

- establish a fair, transparent, consistent, and equitable process for the allocation and distribution of ice; and
- prioritize a “youth first” access to ice for minor sport groups with a minimum allocation of 80% or more of prime-time ice and a focus on those who reside in the Town of Lamont and surrounding area; and
- ensure that the municipality’s ice arena is used for the benefit of the entire community, and
- recognize the need for flexibility to effectively respond to changing needs and demands for ice time; and
- balance the needs of user groups, participants, and those of the municipality at large.

The following guiding principles will be considered when implementing and/or interpreting this policy:

- **Efficiency:** The effective and efficient use of ice time for the municipality and ice users.
- **Demand:** The demand for and supply of ice time. Where appropriate, the municipality will employ an allocation process that considers user groups’ current and substantiated future ice requests and will consider the proportionate number of participants/residents in groups requesting ice.
- **Diversity:** Offering a balanced range of leisure and sport opportunities.

## **Scope**

This policy applies to all groups or individuals renting or booking ice for the purpose of athletic, recreational, educational, or social activities during the regular ice season (approximately from the third week of September to the third week of March). Prime-time ice is defined as Monday to Friday from 5:00 p.m. to 9:00 p.m. and Saturdays and Sundays from 10:00 a.m. to 6:00 p.m. Requests for non-prime time ice usage will be allocated on a “first come – first served” basis.

For the purpose of this policy, ice time includes the arena ice surface at the Lamont Recreation Centre, 4848 49 Street, Lamont, AB.

## **Definitions**

For the purpose of this policy, the following definitions will apply:

**“Casual User”** A User that is not considered a Regular User

**“Facility”** Lamont Recreation Centre Arena (including dressing rooms and common area)

**“Equity-Deserving Groups”** are groups of people who have been historically disadvantaged and underrepresented.

**“License Agreement”** is an approved contract between the Town of Lamont (Licensor) and a group or individual (Licensee) that speaks to the specific and defined use of ice time.

**“Licensee”** The person or group booking the ice as illustrated on the Rental Agreement

**“Minor Sport Groups”** are those groups such as minor hockey, skating clubs, etc. that are:

- Non-profit.
- Guided by a constitution and by-laws and governed by a board of directors.
- Serve youth 18 years of age and younger; and
- Have a minimum of 40% of registrants who reside in the Town of Lamont or within the boundary for those groups with regional boundaries (e.g., amalgamated associations, female hockey and/or those groups which can be classified as an equity-deserving group).

**“Municipal Groups”** are those whose participants are comprised of more than 75% Town of Lamont residents.

**“Non-Municipal Groups”** are those whose participants are comprised of less than 75% Town of Lamont residents.

**“Prime-Time Ice”** is ice time available Monday to Friday from 5:00 p.m. to 9:00 p.m. and Saturdays and Sundays from 10:00 a.m. to 6:00 p.m.

**“Public Recreation Programs”** are programs and other initiatives that are organized by Town staff or provided by contractors on behalf of the Town. Currently, this includes public skating and drop-in shinny hockey. This list of programs could expand or contract as the needs of the Town of Lamont resident’s change.

**“Regular Ice Season”** is the period from approximately from the third week of September to the third week of March.

**“Regular User-** An approved User that averages one or more ice bookings per week.

**“Tournaments/Special Events”** are requests from a minor sports group or other Users for a clearly defined special event/tournament where it is advantageous for the sponsoring group and municipality to host. All special event/tournament requests shall be submitted in writing. Each request will be considered on an individual basis and will take into consideration the amount of ice time required, nature of the event/activity, benefit to the community, and impact to other user groups.

**“User”** Any person or group who uses the Lamont Arena

**“Youth First”** is a policy approach whereby those who are 18 years of age and younger who belong to a sports group have a higher priority to access prime-time ice in the Town of Lamont

**“Youth Development Group”** is a private or commercial sport group that provides sport development and training opportunities for under-18 youth, offering programming to youth within the Lamont and surrounding areas.

## **Roles & Responsibilities**

The Town of Lamont shall be responsible for managing, allocating and distributing ice time on an annual basis to reflect the guiding principles in the Ice Time Allocation Policy & Procedure.

## **Priority for Prime-Time Ice Allocation**

The priority for prime-time ice allocation will be:

1. Town of Lamont public programs and services such as public recreational skating and drop-in shinny
2. Tournaments & Special Events – booked prior to September 30
3. Local Minor Sport Groups that provide programs serving youth 18 years of age and under
4. Youth Development Groups
5. Municipal Groups
6. Casual Users / Non-Municipal Groups

## **Procedure**

### **1. Ice Time Request/Allocation Schedule**

The following are key dates each year when allocating fall/winter ice:

- May 1<sup>st</sup> - a reminder letter will be sent to user groups to inform them of the booking process for the upcoming Regular Ice Season, and to request Ice Allocation Request Form submission (Appendix A)
- June 1<sup>st</sup> – Ice Request Form to be completed and submitted by all groups prior to this date. User requests received after this deadline will be considered on a “first come, first served” basis only after requests of Users that met the deadline are considered.
- June 30<sup>th</sup> – Draft ice time allocation prepared by Community Services staff.
- July 15<sup>th</sup> – Distribute draft ice allocation to groups.

- July 30<sup>th</sup> – Ice Scheduler’s meeting to review draft ice allocation, seek efficiencies within the schedule, and allow for ice time swaps/trades.
- August 15<sup>th</sup> - Final ice time allocation process to be completed.
- Tournament / Special Events requests must be submitted a minimum of 10 weeks prior to the Special Event or Tournament date and approved by the Town; confirmation dependent on schedule availability

Note: Before requesting additional ice, a user group must meet the following criteria:

- Based on the previous season, the group must have less than 5% unused or returned ice.
- Based on allocated time in the previous season, the group must have less than 2% no-show hours.

## **2. Ice Time Allocation**

Ice time allocation will take into consideration both the demand for and supply of ice time, and where appropriate will consider user groups’ current and substantiated future ice time requests and will consider the proportionate number of participants/residents in groups requesting ice. Numbers will be based on previous years and the current year’s registration/participant numbers.

Casual User Booking requests will be considered after the Regular User Ice allocations have been finalized. Casual User Booking requests are made on a “first come, first served” basis.

This policy recognizes that there may be a lower population density of ice users in Lamont from Equity-Deserving Groups that may result in a decrease of prime-time ice time because of the criteria above. The municipality will ensure that these groups are represented when allocating requested ice time.

## **3. Use of Allocated Ice Time**

Each group is responsible for managing the allocated ice time amongst subgroups (age groups, teams, etc.) within their respective organization and governing body in accordance with either established rules of the organization or in keeping with the principles of fairness and equity as described in this policy. Groups are at liberty to adjust the allotted time between subgroups or types of uses based on the unique aspects of the sport or use.

## **4. Subletting of Ice Time**

No group or individual may sublet any ice time.

## **5. Re-Allocating of Ice**

The municipality may re-allocate ice time that is no longer required by a Regular User group (e.g., an Oldtimers hockey team folds, minor sport registrations decrease).

Ice time that becomes available shall be re-allocated based on the requests received, current needs of all groups, and in accordance with criteria as outlined in this policy. All non-contracted ice time will be booked on a first-come, first-served basis to any rental category.

## **6. Cancellations**

The applicant may return ice time to the municipality by providing two weeks’ written (email) notice for regular ice time booking, and two months’ written notice for tournaments and special events.

The municipality may then in turn try to rent the ice to other users and will also encourage the cancelling applicant to attempt to find other interested users to rent the ice time. If the applicant does not cancel within the stated time frames, they will be responsible for the applicable ice rental fees and will be invoiced accordingly.

Cancellation by the Town: Notwithstanding anything contained herein, the Town may terminate a license at any time in the event the Facilities are required for a pressing municipal purpose (including, but not limited to, play-off scheduling, required maintenance and repairs, emergencies, and Town Special Events), the Facilities become unusable for any reason beyond the reasonable control of the Town, or the Town determines in its sole discretion that the Facilities are unsafe for any reason. In any such instance the Town shall give the Licensee as much notice as reasonably possible and shall reimburse the fee, if paid. The Town shall have no further obligation to compensate the Licensee or any person claiming through the Licensee for the cancellation. In the event the Town cancels a scheduled Booking and is unable, upon request, to give the Licensee written assurance that the next licensed Facilities Booking will be available, the Licensee may terminate this License on five (5) days written notice to the Town.

## **7. Rules**

- 7.1 The Users must at all times follow the Facility guidelines as identified in Appendix B – “Lamont Arena Rules & Regulations”, posted in the Arena, and communicated by Town Staff, as well as all applicable association and organization rules, regulations, and guidelines.
- 7.2 The Licensee may not use the Facility for anything except the purpose identified in the Rental Agreement.
- 7.3 The Licensee, Users, participants, or any agents therein, shall abide by the Town of Lamont Customer Code of Conduct, Policy #12-23 (attached, Appendix C). Actions or incidents that contravene this policy may result in sanctions as defined in the policy, and loss of ice allocation consideration
- 7.4 In consideration of the ice use schedule, all Users must leave the ice in a timely manner, with all personnel exiting the ice surface and players boxes no later than the specified end of their ice time slot. Severe or repeated disregard for this practice will result in a charge for additional Booking time to the offending User at the discretion of the Town. Failure to adhere to the schedule may be considered “Non-Compliance” as per the Customer Code of Conduct.
- 7.5 In consideration of all Users, arena dressing rooms are made available a minimum of 30 minutes prior to each booking. Users will have 30 minutes to vacate their dressing room after their Booking is finished. Severe or repeated disregard for this practice will result in a charge for additional Booking time to the offending User at the discretion of the Town. Failure to adhere to this schedule may be considered “Non-Compliance” as per the Customer Code of Conduct
- 7.6 The Licensee / User are responsible for the conduct of their participants in the facility during their Booking, as well as any damages or charges that may result from the Booking.
- 7.7 Special Event or Tournament Hosts are responsible for ensuring that all participants are aware of all Facility Rules & Guidelines. Special Event or Tournament Hosts will be held responsible for fees associated with rule violations, damages, or cleaning at the discretion of the Town.

### **Policy Review**

This Policy will be reviewed once every three (3) years, or as necessary

DRAFT



# Ice Allocation Request Form

Please have this form  
returned by: xxxxxxxxx

Please fill out the following general information for each team/s requesting ice for the 2025/26 Season.

Organization (TEAM)	Level of play (U9,U11, etc.)	Number of Teams	Number of players	Per week practice hours	Approximate Number of Home Games Per season	Duration of games (Hours)

Please fill out the following schedule with your team/s PREFERRED ice times.

Note: The times requested on this form are not confirmed, but will be considered in the making of the schedule.

Updates will be given as the schedule becomes solidified.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	START 4 PM	START 4 PM	START 4 PM	START 4 PM	START 4 PM
4:00					
5:00					
6:00					
7:00					
8:00			8:30-10:00 PM Old Gold 50+ (1.5 hr)	8:30-10:00 PM Old Gold (1.5 hr)	
9:00					
10:00					

	SATURDAY	SUNDAY		SATURDAY	SUNDAY
	START 7 AM	START 7 AM		START 3 PM	START 3 PM
7:00			3:00		
8:00			4:00		
9:00			5:00		
10:00			6:00		
11:00			7:00		
12:00			8:00		
1:00			9:00		
2:00			10:00		

# Lamont Arena Rules & Regulations

The Arena Operator holds the overall responsibility for ensuring that the arena is always operated in a safe and friendly manner.

Arena Operators must be treated with respect, and facility users must follow directions provided by the Arena Operator.

All participants are required to follow applicable association and organization rules, regulations, and guidelines.

All spectators and participants must follow all rules and regulations of the arena, and are required to be familiar with the fire and safety regulations. Those who do not respect the rules will be asked to leave the facility.

- Young children must be accompanied and supervised by an adult.
- Roughhousing in the lobby, change rooms and/or ice will not be tolerated.
- Be courteous to other patrons and users of the arena, disruption to other activities in the facility will not be permitted.
- No foul language.
- Smoking is not permitted in the building.
- Alcohol is not permitted on the ice, in the arena or the dressing rooms.
- Vandalism will not be tolerated. Violators will be prosecuted.
- Hockey sticks and pucks are not permitted in the lobby.
- Hockey sticks and pucks are not allowed on the ice during times designated for Public Skating.
- No loitering.

Thank you for your cooperation and patronage!





## Customer Code of Conduct

### Policy Statement

The Town of Lamont is committed to serving the community by providing fair, consistent and accessible service to members of the public while attending a Town Facility, Program or while being provided with a Town Service. The Town of Lamont is also committed to its employees by providing a safe working environment. On occasion, members of the public may make unreasonable demands or act in an inappropriate manner, such as harassing or by being threatening. Employees are expected to treat all members of the public with respect and dignity regardless of the member of the public's behaviour.

### Purpose

The purpose of this policy is to contribute to the Town of Lamont's commitment to service excellence and good governance by addressing all requests and complaints equitably and efficiently, while acknowledging that there may be a need to protect staff from inappropriate behaviour. Members of the public, visitors to Town Facilities, Program(s) or individuals conducting business with the Town shall refrain from inappropriate behaviour towards employees, elected officials and any person acting on behalf of the Town of Lamont. If inappropriate behaviour occurs, the Town will take appropriate action to ensure a respectful workplace.

From time to time, it may be necessary for the Town of Lamont to restrict or amend the way we allow an individual member of the public to communicate with us or how we communicate with them. This may be at the individual member of the public's request, or the Town may also choose to restrict an individual member of the public's contact. If the Town determines, based on the member of the public's previous contact with the Town, it is no longer appropriate for them to communicate with the Town or the Town's employees in the same way as other members of the public, this policy comes into effect.

Where a member of the public continues to act in an unreasonable or inappropriate manner refusing to acknowledge the action for a prolonged period of time, or it has been deemed that the behaviour is severe, the following policy outlines the necessary steps for restricting the form and manner of contact with the Town.

### DEFINITIONS

1. **"Chief Administrative Officer (CAO)"** means the Chief Administrative Officer of the Town of Lamont, or the employees or department(s) designated by the Chief Administrative Officer.
2. **"Member of the public"** means any individual other than an employee as defined in



this policy.

3. **“Designate”** means a person chosen to officially do a particular job (e.g. CAO designates an Employee to carry out CAO duties while away).
4. **“Employee”** means any person employed by the Town which includes and is not limited to any person employed in the capacity of a full-time, part-time, casual, term, seasonal, summer, contracted position or volunteer of the Town of Lamont.
5. **“Facility”** means a building, structure, parks, playgrounds, spray park, and ball diamonds or area whether indoors or not that is operated by the Town.
6. **“Inappropriate Behaviour”** *includes but is not limited to:*

**“Non-Compliance”** refers to the deliberate disregard or violation of the established guidelines or rules governing the use of Town property or facilities, as outlined at each respective location.

**“Harassment”** is any single incident or repeated incidents of objectionable, inappropriate, or unwelcome conduct, comment bullying, unwelcome joking or display, action, or gesture by a person that the person knows or ought reasonably to know will or would cause offence, humiliation or intimidation to another person, or adversely affects the other person’s mental and/or physical health and safety.

**“Hostile”** is showing strong dislike, behaving unfriendly or aggressive.

**“Threatening”** is having a hostile or deliberately frightening quality or manner, showing an intention to cause bodily harm or causing someone to feel vulnerable or at risk.

7. **“Program”** means an activity, event, course, or class organized and operated by the Town, or through the Towns’ contracted services.
8. **“Property”** means lands, premises, road allowances, parks, playgrounds, spray park, ball diamonds or other grounds associated with buildings owned, leased, or otherwise controlled by the Town as well as any vehicles including the Town’s equipment.
9. **“Town”** means the corporation of the Town of Lamont.

**Examples of what might be considered inappropriate behaviour are provided below. The list is not exhaustive, nor does a singular action set out below necessitate the application of this policy.**

- a. Entering restricted areas or loitering in non-permitted zones of a Town facility without proper authorization, leading to potential safety concerns or disruption to others.



- b. Willfully causing damage or vandalism to Town property or equipment or engaging in theft or attempted theft of Town property or the belongings of others.
- c. Using Town equipment or facilities for personal use without permission, or ignoring posted safety guidelines, such as bypassing security measures.
- d. Failing to adhere to established procedures for the use or maintenance of Town facilities, including improper disposal of waste or unauthorized alterations to equipment.
- e. Engaging in behaviour that creates a hostile environment for others using the facilities, such as verbal abuse, physical altercations, or disrupting scheduled activities by refusing to follow staff instructions or interfering with the activities of others.
- f. Complaints concerning an issue which staff have already investigated and determined to be groundless.
- g. Complaints concerning an issue which is substantially similar to an issue which staff have already investigated and determined to be groundless (e.g. with respect to the same neighbour or same property).
- h. Unreasonable conduct which is abusive including, but not limited to:
  - i. harassing, verbally abusing or otherwise seeking to intimidate staff dealing with a complaint;
  - ii. excessive or multiple lines of enquiry regarding the same issue (e.g. pursuing a complaint with staff in multiple Town departments and/or an elected official simultaneously) while a complaint is in the process of being investigated;
  - iii. repeatedly challenging the findings of a complaint investigation, complaining about the outcome and/or denying that an adequate response has been given;
  - iv. refusing to accept that an issue falls outside the scope of the Town's jurisdiction;
  - v. making unreasonable demands on staff by, for example, insisting on responses to complaints and enquiries within an unreasonable time-frame;
  - vi. making statements or providing representations that the subject person knows or ought to know are incorrect, or persuading others to do so;



- vii. demanding special treatment from staff by, for example, not following the normal chain of command and immediately demanding to speak to a manager or supervisor;
- viii. using new complaints to resurrect issues which were investigated and completed in previous complaints;
- ix. changing the basis of the complaint as the investigation progress and/or denying statements made at an earlier stage;
- x. refusing to co-operate with the investigation process while still wanting the complaint to be resolved;
- xi. failing to clearly identify the precise issues of the complaint, despite reasonable efforts of staff to obtain clarification of the concerns; or
- xii. providing false or misleading information.

## Procedure

The Town of Lamont's approach to managing members of the public inappropriate behaviour is to follow a four-stage process.

Anonymous complaints as they are difficult, if not impossible, to assess or investigate will not be dealt with through this policy.

**Stage 1 "Warning":** Members of the public displaying inappropriate behaviour (action, comment or joke that is offensive) will be warned politely by the Town representative they are dealing with. It is important to let the individual know exactly what behaviour has offended you. This initial response is intended to notify the offender that their actions are inappropriate and give the individual an opportunity to change the offensive behaviour.

**Stage 2 "The Single Point of Contact":** If the inappropriate behaviour continues, Town of Lamont may adopt a "single point of contact" approach. This does not restrict the way the member of the public can deal with the Town but restricts contact to one Town employee. The single point of contact should be a Supervisor, CAO, or an employee appointed by the CAO. This appointed contact is responsible for managing future contact with the Town of Lamont. It is important to note that a record of incidents shall be documents on the Incident Report Form (date, times, locations, possible witnesses, what happened, your response, etc.).

**Stage 3 "Restricted Contact Channels":** If the member of the public, even when dealing with their single point contact, continues to display inappropriate behaviour, their contact channels may then be restricted further. For example: only dealing via email, telephone or in person. These decisions will be made by the CAO or an employee appointed by the CAO. It is important





to note that the Town's restriction on an individual's contact enables Town of Lamont to deal with them efficiently and effectively; however, it may not be permanent. If a member of the public subjected to this procedure alters their behaviour, there is no reason why they should continue to be limited to a single point of contact.

**Stage 4 "Public Ban":** If a member of the public continues to display inappropriate or disruptive behaviour despite the previous stages of intervention, a public ban may be implemented. This stage involves restricting the individual from accessing certain Town facilities, programs or conducting business with the Town of Lamont. When advancing to Stage 4, the individual member of the public should receive formal written notice detailing the reasons for the ban, specific location(s) or facilities affected, the duration of the ban and any other conditions of the restriction. The CAO is responsible for issuing and communicating the notice, ensuring transparency and proper documentation of the process.

Where behaviour may constitute a criminal offense, the Town of Lamont will refer the matter to the R.C.M.P.

The Town reserves the right to involve law enforcement in situations involving threats, physical violence, or any behaviour that endangers the safety of staff or the community.

When a member of the public passes from one stage to another, they should receive confirmation of their status accompanied by an explanation. Notice should be provided in writing by the CAO. It is possible for a member of the public to progress from Stage 1 directly to any other Stage if the Town of Lamont deems it appropriate to protect its staff warrants the immediate restriction of their contact channels.

<b>Adopted by Council:</b>		<b>Initials:</b>
<b>Motion Number:</b>		
<b>Supersedes:</b>		



## **MAYOR & COUNCIL REPORT**

**COUNCIL MEETING DATE: August 26, 2025**

**ELECTED OFFICIAL: Jody Foulds**

**REPORT PERIOD: July 9, 2025 to August 21, 2025**

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### **Boards and Committees:**

- **John S. Batiuk Regional Water Commission Meeting – July 10, 2025**
- **John S. Batiuk Regional Water Commission Site Visit – July 14, 2025**

### **Town of Lamont Business:**

- 

### **Professional Development (Workshops & Conferences):**

- 

### **Lamont Functions and Events:**

- **Lamont Parade & Pancake Breakfast – July 12, 2025**
- **Mundare Parade – August 16, 2025**
- **County of Lamont Reeves Golf Day – August 21, 2025**



## **MAYOR & COUNCIL REPORT**

**COUNCIL MEETING DATE: August 26, 2025**

**ELECTED OFFICIAL: Linda Sieker**

**PERIOD, July 9, 2025 – August 26, 2025**

### **Boards and Committees:**

- July 28 – County of Lamont Foundation Meeting
- July 26 – Lamont Rural Health Committee (Doctor Tour)
- August 21 – Reeves Golf Tournament (County of Lamont Foundation Rep)
- August 25 – Parks & Recreation Meeting

### **Town of Lamont Business:**

### **Professional Development (Workshops & Conferences)**

- Functions and Events:
  - July 12 – Town of Lamont Parade
  - August 2 – Smoky Lake Parade
  - August 16 – Mundare Parade



## **MAYOR & COUNCIL REPORT**

**COUNCIL MEETING: August 26, 2025**

**ELECTED OFFICIAL: Colleen Holowaychuk**

**REPORT PERIOD: June 25 – August 26, 2025**

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### **Boards and Committees:**

- N/A

### **Town of Lamont Business:**

- July 8, 2025 – Regular Council Meeting

### **Professional Development (Workshops & Conferences):**

- N/A

### **Lamont Functions and Events:**

- July 11, 2025 - Parade Float Decorating
- July 12, 2025 - Lamont Parade and Pancake Breakfast
- August 2, 2025 - Smoky Lake Parade
- August 15, 2025 - Mundare Parade

# CAO REPORT

FOR THE PERIOD ENDING Aug 26, 2025

## HIGHLIGHTS:

July 9-25

- All staff & Safety Meeting
- County of Lamont Food Bank Meeting

July 10-25

- Weekly admin team meeting
- Ice Allocation Meeting

July 14 to18-25

- Out of the office

July 21-25

- FORTIS 2026 maintenance meeting
- Operations Team meeting
- OH&S Requirements review meeting

July 23-25

- ATIA Resource meeting (Cenera)
- Admin team meeting
- Engineer meeting (Capital Project)

July 24-25

- Operations team meeting

July 25

- Home builder meeting

July 28-25

- Alberta Environment Flood study meeting
- Engineer meeting (Work planning)

July 30-25

- Admin team meeting

Aug 6-25

- RCMP Meeting
- Council Candidate Orientation

Aug 7-25

- All Staff meeting
- Lamont development proposal meeting

Aug 11-25

- Engineer meeting (Capital Program)

Aug 12

- Access to Information Webinar

# CAO REPORT

FOR THE PERIOD ENDING Aug 26, 2025

Aug 14-25

- Party in the Park meeting
- Operations meeting

Aug 18-25

- Fire safety plan meeting

Aug 20-25

- CIMCO Meeting
- All staff meeting

Aug 21-25

- Admin team meeting
- Casual Staff meeting
- Elections database webinar
- Meeting Tanmar Consulting

Aug 22-25

- Legal meeting
- Playground meeting

# DEPUTY CAO REPORT

FOR THE PERIOD ENDING Aug 19 2025

## HIGHLIGHTS:

June 18-20

- PT adjustments
- Assessment revisions from Tanmar
- UB adjustments with bank payment issues
- New Hire Student documentation for July 2
- Follow up; Bylaw officer, Development officer, QMP update, Inspections Group agreement renewal
- Finalize Icity online
- Update Recognition Tree map

June 23-27

- Payroll
- Pancake breakfast and parade meeting/get food order ready
- OH&S meeting
- Bylaw enforcement order(s) sent
- AP EFT and Cheques
- CEO/CAO meeting as Tyler away
- Council meeting
- Dog issue

June 30

- PT payments
- RFD Inspections group agreement renewal and fee update
- RFD for updated QMP

July 1-4

- Vacation

July 7-11

- AP catch up
- Council Meeting
- Property tax penalty
- All staff meeting
- HR summer student
- Update payroll constants
- July advance

July 14-18

- Betty and Tyler Vac
- Pancake breakfast figure out finance, deposit, organize left over supplies, provide recap to Lamont Lions
- Farmers Market
- Bylaw unsightly
- Prepare items for court order unsightly
- Budget mid-year check
- Lamont Flood study review docs
- Mid year budget review

# DEPUTY CAO REPORT

FOR THE PERIOD ENDING Aug 19 2025

July 21-23

- AP cheques and EFT
- Payroll
- Derelict property RFD
- Action unsightly not cleaned up

Jul 24 – Aug 1 Vac

Aug 5-7

- Jackii Vac - look after unsightly follow up and notices
- Catch up emails
- ATCO franchise renewal agreement next step RFD
- AP month end
- UB & PT refunds and PT assessment adjustment
- Finalize derelict property RFD

Aug 11-15

- Payroll advance
- AP cheques and EFT (Jackii away)
- Bylaw enforcement
- All staff meeting
- OHS review and replies
- Party in the Park meeting
- Prepare for all staff meeting next week
- QMP Safety codes approved

Aug 18-20

- Summer season year end All Staff meeting/BBQ
- Safety codes Fire safety plans meeting with L County & inspections group
- Additional information for derelict property bylaw
- 48 hour utility shut off notices (Betty away)

Trips Actual	Animal control
June	2
July	2



# OPERATIONS & INFRASTRUCTURE REPORT

FOR THE PERIOD ENDING August 26, 2025

## HIGHLIGHTS

### STAFF

- Weekly operations meeting Thursday's
- All Staff meeting July 9-25
- Summer Staff

### Facilities

- Ice allocation meeting
- 21 meeting room/ hall/ Arena/ Picnic Pavilion
- Arena/ Hall HVAC Repair
- Pancake Breakfast Event

### Transportation Maintenance

- Alley maintenance ongoing
- Sidewalk Condition Analysis ongoing.
- Parade road closure
- Road Patching ongoing.
- Annex road repairs

### Parks & Recreation

- Tree Trimming
- Flower baskets/ beds maintenance
- Grass cutting/ weed eating
- Council Parade X 2
- Disc Golf course installation
- Lamont Creek bridge repair

### Utilities

- Water Meter Replacement
- Coordinate temporary water for Capital Program
- Ditch cleaning
- Lagoon berm repairs
- Major water repair 54 Street
- Annual Sewer Flushing.
- Water shut Offs

Description	2025 Budget	Targeted	2025 Actual July	Variance	% of Completion	2025 - July	2024 - July	Increase/ (Decrease)	Percentage	Note
		Amount July								
REVENUE										
General Revenue	(3,277,025)	(2,979,743)	(3,094,976)	(182,049)	94%	(47,700)	(52,489)	4,789	-9%	
Administration	(300,593)	(100,198)	(15,895)	(284,698)	5%	(632)	(2,174)	1,542	-71%	
By Law	(5,000)	(1,667)	(5,217)	217	104%	(442)	(380)	(62)	16%	
Strs. & Road	(659,349)	(219,783)	(1,641)	(657,708)	0%	0	(240)	240	-100%	
Water	(544,480)	(181,493)	(225,130)	(319,350)	41%	(78,187)	(89,517)	11,330	-13%	
Sewer	(164,000)	(54,667)	(101,999)	(62,001)	62%	(35,259)	(26,674)	(8,585)	32%	
Garbage	(369,000)	(123,000)	(190,130)	(178,870)	52%	(63,217)	(61,564)	(1,653)	3%	
Cemetery	(1,100)	(367)	(1,200)	100	109%	0	0	0	0%	
Planning & Subdivision	(2,000)	(667)	(934)	(1,066)	47%	(378)	(89)	(289)	326%	
Hall	(13,300)	(4,433)	(5,344)	(7,956)	40%	0	(40)	40	-100%	
Arena	(242,345)	(80,782)	(126,003)	(116,342)	52%	(914)	(72,550)	71,636	-99%	
Park	(8,500)	(2,833)	(4,650)	(3,850)	55%	(225)	(300)	75	-25%	
Curling Rink	(600)	(200)	(515)	(85)	86%	(150)	(225)	75	-33%	
TOTAL REVENUE	(5,587,292)	(3,749,832)	(3,773,635)	(1,813,657)	68%	(227,104)	(306,242)	79,138	0%	
EXPENSE										
Council	158,722	53,429	68,217	90,505	43%	14,660	12,577	2,083	17%	
Administration	847,661	292,936	461,618	386,043	54%	73,043	61,524	11,519	19%	
Fire	47,720	22,633	29,386	18,334	62%	1,785	1,983	(198)	-10%	
Disaster Service	3,610	1,203	2,825	785	78%	0	0	0	0%	
By-Law	125,105	41,702	35,347	89,758	28%	4,110	4,827	(718)	-15%	
Public Work	214,856	79,024	108,240	106,616	50%	12,099	18,011	(5,912)	-33%	
Street & Road	553,434	188,356	256,158	297,276	46%	32,704	31,057	1,647	5%	
Storm Sewer	15,650	5,217	5,368	10,282	34%	5,329	53	5,276	9957%	
Water	493,603	166,170	244,264	249,339	49%	36,847	43,223	(6,376)	-15%	
Sewer	175,053	59,707	64,084	110,969	37%	12,951	1,167	11,784	1010%	
Garbage	301,178	182,853	193,490	107,688	64%	15,904	15,595	309	2%	
Family Community & Cemetery	27,418	9,139	14,482	12,936	53%	900	22,682	(21,782)	-96%	
Town Beautification	14,000	4,667	14,542	-542	104%	0	9,179	(9,179)	-100%	
Planning & Subdivision	123,370	41,123	75,834	47,536	61%	2,012	2,167	(156)	-7%	
Hall	103,509	48,063	71,138	32,371	69%	3,213	7,756	(4,543)	-59%	
Arena	310,573	121,256	139,206	171,367	45%	10,858	11,156	(299)	-3%	
Park	239,214	80,729	144,129	95,085	60%	44,249	26,794	17,455	65%	
Curling Rink	57,001	33,081	32,673	24,328	57%	1,611	2,060	(448)	-22%	
FCSS & School Fund	597,976	199,805	314,047	283,929	53%	0	0	0	0%	
Total Expense	4,409,653	1,631,093	2,275,048	2,134,605	52%	272,275	271,811	463	0%	

# CLOSED SESSION NOTICE

August 26, 2025

**7.1 Lamont Curling Rink Ice Plant Replacement Financial Update**  
*(Advice from Officials)*

- ATIA Section 29 – Advice from Officials

**7.2 Donation Requests**

*(Advice from Officials)*

- ATIA Section 29 – Advice from Officials

**7.3 CAO Evaluation**

*(Advice from Officials)*

- ATIA Section 20 – Disclosure Harmful to Personal Privacy

**Motion to go into Closed Session:**

*"That Council convene in closed session pursuant to Section 197 of the Municipal Government Act to meet in private to discuss matters protected from disclosure by Section 20 and 29 of the Access to Information Act at XXXX p.m."*