

AGENDA

REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF LONGVIEW

In the Province of Alberta, held on Tuesday, January 19, 2021

To be held electronically at 6:30 p.m. as posted on website

1.0 CALL TO ORDER

2.0 AGENDA

3.0 DELEGATIONS

A request to attend a Council meeting or have a topic discussed at a Council meeting must be received by the Village of Longview administration no later than 3:00 p.m. on a business day at least five (5) days immediately preceding the meeting at which it is to be presented.

4.0 CORRESPONDENCE FROM RESIDENTS

5.0 MINUTES

- 5.1 Minutes Regular Council Meeting – Dec 15, 2020
- 5.2 Minutes of Committee of the Whole – January 6, 2021

6.0 ACTION ITEM REPORT

- 6.1 Action Item Report – from COW Jan. 6, 2021

7.0 REPORTS

- 7.1 CAO Report –
- 7.2 Public Works Report – Dec 16 - 30
- 7.3 Council Reports

8.0 FINANCIAL REPORTING

- 8.1 Bank Reconciliation
- 8.2 Accounts Payable Cheque Register December
- 8.3 YTD Budget to Actual Revenue & Expenses

9.0 QUESTION PERIOD

An opportunity for the public to ask a question about something on the current agenda.

10.0 BYLAWS

- 10.1 Bylaw 433-20 Council Procedure – 2nd & 3rd Reading
- 10.2 Bylaw 435-21 ATCO Franchise Agreement – 1st Reading

11.0 BUSINESS

- 11.1 RFD – Westwinds Habitat for Humanities – Request for Funding
- 11.2 RFD – 2021 Municipal Election
- 11.3 RFD – ATCO Franchise Rate
- 11.4 RFD – StatsCan Census
- 11.5 RFD – Canada Pharmacare Act

12.0 CORRESPONDENCE

- 12.1 Bill c-213 Canada Pharmacare Act
- 12.2

13.0 CLOSE MEETING

FOIP 18(1)e litigation

Section 197(2) of the Municipal Government Act specifies that a council may close all or part of a meeting to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of FOIPP. No bylaw or resolution can be passed at an in-camera meeting except a resolution to revert to the council meeting in public or to recess.

14.0 ADJOURNMENT

MINUTES OF THE REGULAR MEETING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Tuesday, December 15, 2020
Zoom online, commencing at 6:30 p.m.

PRESENT

Mayor Kathie Wight
Deputy Mayor Christina Weir
Councillor Len Kirk
Chief Administrative Officer Dale Harrison

PUBLIC IN ATTENDANCE

8 people online

CALL TO ORDER

Mayor Wight called the meeting to order at 6:30 p.m.

AGENDA

Resolution 212-20

Moved by Deputy Mayor Kirk that the agenda be accepted as presented **CARRIED**

DELEGATIONS

None

CORRESPONDENCE FROM RESIDENTS

None

MINUTES OF PREVIOUS MEETINGS

Minutes of Oct 22, 2020 Special Council Meeting FCSS
Minutes of Nov 17, 2020 Regular Council Meeting
Minutes of Dec 9, 2020 Committee of the Whole

Resolution 213-20

MOVED by Deputy Mayor Kirk that Minutes of Oct 22, 2020 Special Council Meeting FCSS, Minutes of Nov 17, 2020 Regular Council Meeting, Minutes of Dec 9, 2020 Committee of the Whole be adopted as amended. **CARRIED**

ACTION ITEMS

CAO presented Action Item List from the Oct COW Meeting

REPORTS

CAO Report

CAO Harrison summarized the report submitted to Council. as presented.

Public Works Report

Not in agenda package – to be email to Council for review

Council Reports

Councillor Weir –

- Longview School – Parent Teacher interview
 - Eden Valley short cash
- EDC – Farmers Market

Deputy Mayor Kirk – No committee reports

- Ramp construction will start Monday or Tuesday

Mayor Wight

- Westwing – busy with Covid protocols
 - One maintenance worker test positive
 - Waiting List Medicine Tree Manor

MINUTES OF THE REGULAR MEETING
 OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
 In the Province of Alberta, held on Tuesday, December 15, 2020
 Zoom online, commencing at 6:30 p.m.

- School Board – k-6 no online learning available
 - No layoff
 - Insurance going up
 - Nutrition grant
 - Mental health grant
- Mayors & Reeves
 - Red Tape reduction
 - Property Rights
 - Transportation – driving back to work
 - Parks- not being closed
 - AB SW Regional Alliance – regional Business License
- AUMA
 - MSI 20% reduction for 2021
 - Federal Grants ending in Feb
- Joint Steering
 - Elf contest
 - Skating rink – no bathrooms

Resolution 214-20 **MOVED** by Mayor Wight that the reports be accepted as presented. **CARRIED**

FINANCIAL REPORTS

Bank Reconciliation – November, 2020
 Accounts Payable Cheque Register – November, 2020
 Variance Report – YTD

Resolution 215-20 **MOVED** by Deputy Mayor Kirk that the Financial Reports be accepted as presented. **CARRIED**

QUESTION PERIOD

Geistlinger n0- maintenance of lane behind east side of Morrison
 Covid assistance for Eden Valley

Marj Bird -names on Cheques

BYLAWS

**Bylaw 432-20 2021
 Fees and Fines
 Bylaw**

Resolution 216-20 **MOVED** by Mayor Wight that Bylaw 432-20 2021 Fees & Fines receive 2nd Reading as amended. **CARRIED**

Resolution 217-20 **MOVED** by Deputy mayor Kirk that Bylaw 433-20 Fees & Fines receive 3rd Reading as amended. **CARRIED**

**Bylaw 433-20
 Council Procedure
 Bylaw**

Resolution 218-20 **MOVED** by Mayor Wight that Bylaw 433-20 Council Procedures receive 1st Reading **CARRIED**

Resolution 219-20 **MOVED** by Mayor Wight that Bylaw 433-20 Council Procedures table until January Committee of the Whole Meeting **CARRIED**

MINUTES OF THE REGULAR MEETING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Tuesday, December 15, 2020
Zoom online, commencing at 6:30 p.m.

**Bylaw 434-20 Road
Closure Bylaw**
Resolution 220-20

MOVED by Mayor Wight that Bylaw 434-20 Road Closure receive 1st
Reading as presented. **CARRIED**

BUSINESS

**11.1 – RFD Wiring
at Community Hall**
Resolution 221-20

MOVED by Mayor Wight that item be tabled to January COW
CARRIED

**11.2 – RFD
Electronic Sign**

Resolution 222-20

MOVED by Deputy Mayor Kirk that administration continue to
pursue the cost of installation of an electronic message board.
CARRIED

**11.3 – RFD
Computer Projector**

Resolution 223-20

MOVED by Councillor Weir that the Village purchase a video
projectors capable to doing outdoor movies with a budget of no more
than \$2,000 using the MOST grant. **CARRIED**

**11.4 – RFD FCSS
Needs Study**
Resolution 224-20

MOVED by Councilor Weir that the Village hire MK Strategies to
complete a FCSS Needs Study for the Village in the amount of \$3,500
plus travel expenses. **CARRIED**

**11.5 – RFD Farmer's
Market Location**
Resolution 225-20

MOVED by Deputy Mayor Weir that the Economic Development
Committee be allowed to use the Information Centre Parking lot for
2021 farmers market. **CARRIED**

CORRESPONDENCE

City of Cold Lake

Resolution 226-20

MOVED by Deputy Mayor Kirk that the Mayor write a letter to the
Premier, Opposition health critic MLA David Shepherd and AUMA
urging the Government of Alberta to enable the Government of Canada
"Covid-19 Alert" application for Albertans. **CARRIED**

CLOSE MEETING

Resolution 227-20

MOVED by Mayor Wight 5-minute recess then to close the meeting
under FOIP 18(1)(e) litigation or potential litigation, FOIP 18(1)(c)
acquisition or disposal of property by or for a public body at 9:00 p.m.
CARRIED

Resolution 228-20

MOVED by Mayor Wight to come out of close meeting at 9:43 p.m.
CARRIED

ADJOURNMENT
Resolution 229-20

MOVED by Mayor Wight to adjourn the meeting at 9:45 p.m.
CARRIED

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Wednesday, December 9, 2020
held electronically commencing at 6:30 p.m.

PRESENT

Mayor Kathie Wight
Deputy Mayor Len Kirk
Councilor Christina Weir

CAO Dale Harrison

PUBLIC IN ATTENDANCE

1 online

CALL TO ORDER

Mayor Wight called the meeting to order at 6:30 p.m.

AGENDA

Resolution 001-21

MOVED by Deputy Mayor Kirk that the Agenda be accepted as presented. **CARRIED**

CAO REPORT TO COUNCIL

CAO Highlighted Items from Report

- Research auto paper towel dispensers
- Council Requested cost of Snow Removal
- Covid Signs install at Skating Rink – Capacity 26

ITEM ACTION LIST

BUSINESS

School Branding Board

Have Justin pickup from School - store in basement at hall until final installation determined.

Bylaw 433-20 Council Procedures

Amendments: grammatical pages 3,4,8,9
P7 – Question Period – electronic meeting

Bylaw 431-20 Water Meter Installation

No changes – refer to in Fees & Fines Bylaw for penalty

Hall Sound System Installation

Return with all quotes when updated

Communication Policy

Review and adapt new BD Communication Policy.
• Research Firework in town Bylaws

Hockey Rink – Artificial Surface

Defer to Rec Board to pursue
Cleaning costs for Rink washrooms

Commissioner Stamp for Christina

ADJOURNMENT

Resolution 002-21

MOVED by Mayor Wight to adjourn the meeting at 8:39 p.m. **CARRIED**



VILLAGE OF LONGVIEW
CAO REPORT TO COUNCIL

TO: Council
FROM: Dale Harrison
SUBJECT: CAO Report from Jan 4, – Jan 14, 2021
DATE: January 14, 2021

Development:

- Inquiry as to option to redevelop a property
- Fortis easements on Road allowance
- Contact adjacent property owners prior to Public Hearing

Office

- Newsletter articles – Light Up and Year in Review
- Election details – Returning Officer, Nomination Papers
- Printed Nomination package – post on website
- Create RFD for Election
- EDC Sustainability Study
- Contact County IT about June's computer issues
- Contact several digital sign companies for quotes
- Contacted contractor to repair tiles in Post office – install deadbolt
- Cheques

Finance

- Review 2020 numbers, transfer to reserves, debenture payments
- Auditors pre-audit documentation
- Snow removal costs
- ATCO Taxes versus Franchise Fees – Government Assessors
- Start budget worksheet

Council

- Communication policy – contacted BD and research online for samples
- Committee of the Whole minutes
- Talked with Muniware about FOIP regulation names on cheques
- ATCO Franchise Bylaw

Public Works

- Clear snow for Hall ramp installation

FCSS Program

- Needs Assessment – review of contractor surveys
- Copy Needs Assessment surveys

Covid-19

- Created signs for skating rink
- 2 - Deena Hinshaw Covid Updates

Light Up Longview

- Contacted Fortis over power from light poles

NO	ACTION DESCRIPTION	OWNER	DATE ASSIGNED	DATE DUE	STATUS
1	Look into transfer of liability from Malmberg to Village.	Dale	03-Jun		\$3,000 Survey and land titles legal fees
2	Post Office - tiles	Dale			
3	Internet service for the hall	Dale	16-Jun		Contacted IT provider in Calgary for point to point pricing
4	Installation cost of Sound system	Dale		Dec COW	Meet with one installer and received price, contacted two others for pricing, looked at several better quality projectors
5	ATCO Franchise / Taxes	Dale			Contacted Alberta Assessment for clarification. Reviewed franchise agreement.
6	Foothills Tourism - Covid Funds	Dale			
7	Cost on local work on installation of sign pilons, mounts and electrical	Dale	09-Dec		Awaiting engineers drawing to get quote
8	Contact LED Signs - for quote on electronic signs	Dale	15-Dec		Changed names to National Signs - left message with sales rep
11	Contact Insurance - about Liability on sidewalk after snow removal	Dale	15-Dec		
12	Research Cost of Auto Hand Towel Dispenser	Dale	06-Jan		Global \$169 plus \$45 per case of towels. People will dispose of towels in toilet and plugs them. Cost of towels and the continual clean up and disposal of towels. Staff need to around to change the rolls.
13	Cost of Snow Removal	Dale	06-Jan	19-Jan	
14	Covi Signs for Rink	Dale	06-Jan		Rink Capacity 26
15	Review & adapt BD Communication Policy	Dale	06-Jan		sent email requesting Word Document
16	review Firework in town Bylaw	Dale	06-Jan		sent email requesting Word Document
17	Commissioner of Oaths stamp Christina	Dale	06-Jan		done
18					

Dec 16

Daily routine, Build and install fingers in Kubota snow thrower chute, Tidy-up shop and clean office area.

Dec 17

Daily routine, Sand intersections (Longview Dr and Highwood Dr, Longview Dr and Royalties Cres E/W entrances, Longview Dr and Morrison Rd, Campground washrooms) Replace rear up-rights and support on Dump trailer, Check over truck and dump trailer.

Dec 18

Daily routine, Garbage pick-up, Clean cab of town truck, Tidy-up shop.

Dec 21

Daily routine, Install weight in back of truck, Set-up power pack and blade on truck, Check over all snow removal equipment, Snow removal (streets)

Dec 22

Daily routine, Snow removal (Office sidewalk, Fire hall, Streets, WTP) Put tire chains and snow thrower on Kubota.

Dec 23

Daily routine, Snow removal (Office, Streets, Sidewalks, Shop yard) Shovel out dump trailer and check over.

Dec 24

Daily routine, Garbage pick-up, Snow removal (Streets)

Dec 25

STAT

Dec 28

STAT

Dec 29

XMas Vac

Dec 30

XMas Vac

Dec 31

XMas Vac, Garbage pick-up.

Truck 334 Km

Kubota 12 Hrs

Skid steer 5 Hrs



**VILLAGE OF LONGVIEW
BANK RECONCILIATION
December 31, 2020**

General Ledger ATB

Balance at	General account	\$1,055,240.74	
	RecBoard account	\$15,606.98	
	Light Up account	\$684.82	
	Memorial Garden account	\$10,778.70	
	Total Bank in GL		\$1,082,311.24
	charges outstanding in GL		
	deposit outstanding in GL		\$ -
Adjusted Balance	December 31, 2020		<u>\$1,082,311.24</u>

ATB General Bank Account

Balance	December 31, 2020		<u>\$1,080,538.99</u>
Less:	Outstanding Cheques cancelled cheque	(\$2,555.86)	
Plus:	Outstanding Deposit in Bank	\$4,328.11	
			\$1,772.25
Balance at difference	December 31, 2020		<u>\$1,082,311.24</u> <u>\$0.00</u>

	Total on Deposit		<u>\$1,082,311.24</u>
Less:	MSI Grant	\$71,791.43	
	FGTF Grant	\$0.00	
	AUMA Grant	\$0.00	
	WTP additions project	(\$13,432.94)	
	WTP instruments	(\$4,853.50)	
	Solar Project	(\$3,014.66)	
	FCSS Covid 19 (community)	\$5,100.48	
	FCSS Covid 19(relief)	\$34,995.37	
	Reserves	\$493,201.83	
	held for rec board	\$15,606.98	
	held for lightup	\$684.82	
	held for memorial garden	\$10,778.70	
	Restricted Funds		\$610,858.51
	Balance for Operations		\$471,452.73

Village of Longview

Cheque Listing For Council

2021-Jan-12
3:58:08PM

Cheque		Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
Cheque #	Date					
202000330	2020-12-09		20201208	PAYMENT MISC RECEIPTS TO DEC 8	4,099.47	4,099.47
202000331	2020-12-09		20201215	PAYMENT PHONE ALLOWANCE FOR DEC	65.00	65.00
202000332	2020-12-09		147548	PAYMENT CONTAINER DUMP NOV	155.84	155.84
202000333	2020-12-09		14356986	PAYMENT INTERNET RE STATEMENT DATED C	31.50	31.50
202000334	2020-12-09		20201215	PAYMENT PHONE ALLOWANCE FOR DEC	65.00	65.00
202000335	2020-12-09		00027924	PAYMENT NOV GARBAGE DISPOSAL	339.00	339.00
202000336	2020-12-09		20201118	PAYMENT STAPLES - COUPLER	15.74	15.74
202000337	2020-12-09		20201209	PAYMENT MISC LIGHT UP	227.25	227.25
202000338	2020-12-09		2300665	PAYMENT SOLAR PROJECT FALL SURVEYS TC	2,035.55	2,035.55
202000339	2020-12-09		20201201	PAYMENT FUEL FO NOV	211.00	211.00
202000340	2020-12-09		20201215	PAYMENT CLEANING FOR DEC	650.00	650.00
202000341	2020-12-09		20-03	PAYMENT MUNICIPAL STRATEGIC PLANNING	1,890.00	1,890.00
202000342	2020-12-09		2530-010-01-24 2530-017-00-18	PAYMENT WATER LICENSE GEOTECHNICAL TESTING	668.85 94.50	763.35
202000343	2020-12-09		O#8235	PAYMENT ENGINEER DRAWING FOR DOUBLE	630.00	630.00
202000344	2020-12-09		18078	PAYMENT PERMIT FEES FOR OCT	97.52	97.52
202000345	2020-12-15	Alta Municipal Services Corp	20-1036574	PAYMENT DEC 7 STATEMENT GAS & POWER	5,076.38	5,076.38
202000346	2020-12-15		508007	PAYMENT HR MATTER YVP1	341.25	341.25
202000347	2020-12-15		I-OSI001375	PAYMENT REPORT EXEC DIRECT	1,951.53	1,951.53
202000348	2020-12-15	Westwinds Communities	VLV121120	PAYMENT 2020MUNICIPAL REQUISITION	5,930.28	5,930.28
202000349	2020-12-15		20201215	PAYMENT XMAS PLANTERS & GIFTS	208.49	208.49
202000350	2020-12-24		14432543	PAYMENT DEC 10 STATEMENT	141.70	141.70
202000351	2020-12-24		242410	PAYMENT NOV GROUNDWATER MONITORING	229.88	229.88
202000352	2020-12-24		20201120	PAYMENT NOV 20 STATEMENT	280.94	280.94
202000353	2020-12-24		4645788194	PAYMENT NOV 27 STATEMENT	196.30	196.30

Village of Longview

Cheque Listing For Council

2021-Jan-12
3:58:08PM

Cheque					Invoice	Cheque
Cheque #	Date	Vendor Name	Invoice #	Invoice Description	Amount	Amount
202000354	2020-12-24		wwdi177003	PAYMENT XMAS GREETING	114.45	114.45

Total 25,747.42

*** End of Report ***

Village of Longview
YTD Council Summary Monthly

General Ledger	Description	2019 Actual	2020 Budget	2020 YTD Actual	2020 Budget Remaining \$	2020 Budget Remaining %
TOTAL General Revenue		(597,892.30)	(563,492.71)	(529,487.24)	(34,005.47)	6.03
TOTAL Legislative Reveue		(2,923.26)	(11,516.00)	(5,000.00)	(6,516.00)	56.58
TOTAL Administrative Revenue		(41,059.35)	(50,774.00)	(57,026.90)	6,252.90	(12.32)
TOTAL Protective Services Reve		(74,462.00)	(36,500.00)	(28,337.89)	(8,162.11)	22.36
TOTAL Emergency Services Reven		0.00	0.00	0.00	0.00	0.00
TOTAL Public Works Revenue		0.00	0.00	0.00	0.00	0.00
TOTAL Roads & Street Lights Re		(17,034.43)	(18,500.00)	(17,480.98)	(1,019.02)	5.51
TOTAL Water Services Revenue		(105,808.08)	(111,950.00)	(107,489.07)	(4,460.93)	3.98
TOTAL Wastewater Services Reve		(32,343.76)	(80,194.00)	(75,733.44)	(4,460.56)	5.56
TOTAL Solid Waste Services Rev		(18,131.21)	(19,100.00)	(19,195.81)	95.81	(0.50)
TOTAL FCSS Revenue		(10,080.00)	(10,080.00)	(23,093.00)	13,013.00	(129.10)
TOTAL Plan & Dev Revenue		(15,123.29)	(5,000.00)	(4,651.55)	(348.45)	6.97
TOTAL Parks / Rec Revenue		0.00	0.00	(100.00)	100.00	0.00
TOTAL Camp Info Centre Revenue		(35,992.80)	(16,000.00)	(36,183.00)	20,183.00	(126.14)
TOTAL Community Hall Revenue		(3,590.00)	(2,000.00)	(640.00)	(1,360.00)	68.00
TOTAL Rec Board Revenue		(5,125.17)	(12,540.00)	(36,000.00)	23,460.00	(187.08)
TOTAL REVENUE		(959,565.65)	(937,646.71)	(940,418.88)	2,772.17	(0.30)

Village of Longview

YTD Council Summary Monthly

General Ledger	Description	2019 Actual	2020 Budget	2020 YTD Actual	2020 Budget Remaining \$	2020 Budget Remaining %
	TOTAL General Expenses	143,593.81	143,176.00	149,413.82	(6,237.82)	(4.36)
	TOTAL Legislative Expenses	30,178.10	24,050.00	17,351.18	6,698.82	27.85
	TOTAL Administration Expenses	240,324.90	280,521.00	266,409.29	14,111.71	5.03
	TOTAL Protective Services Expe	76,976.66	20,232.00	12,559.94	7,672.06	37.92
	TOTAL Emergency Services Expen	17,771.51	11,000.00	5,909.51	5,090.49	46.28
	TOTAL Public Works Expenses	86,059.88	82,929.00	78,868.10	4,060.90	4.90
	TOTAL Roads & Street Lights Ex	17,726.36	18,000.00	16,827.34	1,172.66	6.51
	TOTAL Water Services Expenses	209,150.59	123,150.00	95,834.08	27,315.92	22.18
	TOTAL Wastewater Services Expe	203,927.93	94,051.00	81,668.63	12,382.37	13.17
	TOTAL Solid Waste Expenses	6,832.66	7,000.00	6,111.52	888.48	12.69
	TOTAL FCSS Expenses	11,917.66	17,600.00	8,483.47	9,116.53	51.80
	TOTAL Planning and Developmmt	3,023.63	4,000.00	6,705.98	(2,705.98)	(67.65)
	TOTAL Parks / Rec Expense	2,635.70	3,600.00	1,091.04	2,508.96	69.69
	TOTAL Campground Info Centre E	36,834.76	33,946.00	31,173.03	2,772.97	8.17
	TOTAL Community Hall Expenses	16,395.53	17,380.00	14,462.36	2,917.64	16.79
	TOTAL Library Expenses	6,146.46	6,238.00	5,871.52	366.48	5.87
	TOTAL Rec Board Expenses	9,586.50	13,650.00	36,844.06	(23,194.06)	(169.92)
	TOTAL EXPENSES	1,119,082.64	900,523.00	835,584.87	64,938.13	7.21
P	NET DEFICIT (Surplus)	159,516.99	(37,123.71)	(104,834.01)	67,710.30	(182.39)

*** End of Report ***

**VILLAGE OF LONGVIEW
BYLAW NO. 433-20
COUNCIL PROCEDURES**

BEING A BYLAW OF THE VILLAGE OF LONGVIEW, IN THE PROVINCE OF ALBERTA, TO PROVIDE FOR THE PROCEDURE AND CONDUCT OF COUNCIL AND COUNCIL COMMITTEE MEETINGS

WHEREAS the Municipal Government Act, R.S.A. 2000, Chapter M-26, and amendments thereto, provides that a council may pass bylaws in relation to the procedure and conduct of Council and committees established by Council, and may regulate the conduct of Councillors and members of committees established by Council; and

WHEREAS the Council of the Village of Longview considers it desirable for effective governance to regulate the procedure and conduct of Council, Councillors and others attending Council and Council Committee meetings in the Village of Longview;

NOW THEREFORE the Council of the Village of Longview, duly assembled, enacts as follows:

Citation

1. This bylaw may be cited as “Council Procedure Bylaw.”

Definitions

2. In this bylaw
 - a. “Administrative Inquiry” means a request from Council, a Councillor or a member of a Committee of Council, or a resident of the municipality to the administration, for the future provision of information and report;
 - b. “Agenda” means the statement of the order of business to be discussed;
 - c. “Bylaw” means a bylaw of the Village of Longview
 - d. “CAO” means the Chief Administrative Officer or their delegate, for the Village of Longview;
 - e. “Committee” means any committee, board, or task force created by bylaw or resolution of the Council in the Village of Longview;
 - f. “Committee of the Whole” means a meeting that permits Council to function informally and with freedom of debate provided that any and all decisions are to be referred to a regular or special meeting of Council;
 - g. “Council” means an elected official of the Village of Longview;
 - h. “Delegation” means a person that has the permission of Council to appear before Council, or before a committee of Council, to provide pertinent information and views about a subject before Council or committee of Council;
 - i. “Member” means a Councillor or a person at large appointed by Council to a committee of Council;

- j. "Meeting" means a meeting of Council or a committee of Council;
- k. "Point of Order" means a demand by a member that the presiding officer at a meeting enforce the rules of the procedure;
- l. "Point of Privilege" means a request made to the presiding officer of Council on any matter related to the rights and privileges of Council or individual Councillors and includes: the organization or existence of Council, the conduct of members, the conduct of employees or members of the public in attendance at the meeting;
- m. "Presiding officer" means
 - i. in the case of a Council meeting, the Mayor or Deputy Mayor of the Village of Longview; or
 - ii. in the case of meeting of a committee of Council, the individual appointed as the chair of that committee.
- n. "Public" means any person who is a resident or business operator in the Village of Longview.
- o. "Public Hearing" means a meeting of Council convened to hear matters pursuant to the *Municipal Government Act*, and any other Act, or any other matter at the direction of Council;
- p. "Question Period" means the portion of a meeting where a person may address Council.
- q. "Request for Decision" is the means by which a member or administration brings business before Council;

Applicability

- 3. This bylaw applies to all the public, members and staff attending meetings of Council and committees of Council of the Village of Longview.

Mayor and Deputy Mayor

- 4. The position of Mayor and Deputy Mayor shall be one (1) year in duration and chosen during the annual Organizational Meeting of Council.

Council Meetings

- 5. Regular meetings of Council shall be held at a location and on a day and at a time to be set by resolution at a Council meeting at which all the Councillors are present. When the meeting day falls on a statutory holiday, the meeting shall be held on the following day which is not a statutory holiday, unless otherwise set by resolution of Council.
- 6. If only the public will be present at the Council Chambers in the Village's Council Chambers and all Council members are participating by way of electronic communication, notice shall be posted in the Municipal Office, and on the Municipal

Website 24 hours prior to the meeting, indicating the way the meeting will be conducted.

7. Special meetings of Council shall be scheduled by Council in accordance with the provisions of the Municipal Government Act.

Meeting through Electronic Communications

8. Council members may attend a Council meeting by means of electronic communication. Acceptable alternatives include using a telephone with conference call capabilities (speaker), ensuring that dialogue is available for both parties; using a personal computer; or other means as technology advances.
9. A Council member may attend regular or special Council meetings by means of electronic communication a maximum of three (3) times per calendar year, unless otherwise approved by the Mayor.
10. A Council member shall be permitted to attend a meeting using electronic communication if the location is able to support its use, ensuring all Council members participating in the meeting are able to communicate effectively.
11. A Council member attending a meeting via electronic communications is deemed to be present at the meeting for whatever period the connection via electronic communications remains active.
12. The Mayor, Deputy Mayor or Presiding Officer shall announce to those in attendance at the Council meeting that a Council member is attending the meeting by means of electronic communications.
13. When a vote is called, Council members attending the meeting by means of electronic communications shall be asked to state their vote only after all other Council members present at the meeting have cast their votes by a show of hands.
14. When a Council member attends Closed Meeting session, they will be required to confirm their attendance in the Closed Meeting session alone, in keeping with the definition in this bylaw of "Closed Meeting", by providing a statutory declaration or affidavit sworn or declared before the Legislative Services Manager, a Commissioner for Oaths prior to the next regular Council meeting.

Quorum

15. **A majority of** Councilors constitute a quorum for a Council meeting and for a meeting of the Committee of the Whole. If a quorum is not present within fifteen (15) minutes after the time fixed for the meeting, the CAO shall record the names of the members present and the meeting shall stand adjourned until the next meeting.

16. Meetings of Committees of Council require a quorum of 50% of all members in order to conduct a meeting. If a quorum is not present the members present shall make a record of their attendance and stand adjourned to the next scheduled meeting date.

Conduct of Council Meetings

17. Each member or delegate shall address the Council through the presiding officer but shall not speak until recognized by the presiding officer.
18. When addressing Council a member, delegate or the public shall:
 - a. not address Council without permission;
 - b. remain orderly and quiet;
 - c. not carry on a private conversation;
 - d. not shout, raise his/her voice or use offensive, disrespectful, or unkind words in referring to any member, or to any official or staff member of the Village or any member of the public;
 - e. not reflect on any vote of Council except when moving to rescind it and shall not reflect on the motives of the members who voted on the motion, or the mover of the motion;
 - f. not applaud or otherwise interrupt any speaker or action of the Members, or any other person addressing Council.
 - g. assume personal responsibility for any statement he quotes to Council or upon request of Council shall give the source of the information.
19. The presiding officer may rule any member out-of-order for failing to observe any of the restrictions in section 18.
20. A member called to order or ruled out-of-order shall immediately cease to speak, but may afterwards explain, and the Council, if appealed to, shall decide on the point of order without debate; if there is no appeal, the decision of the presiding officer shall be complied with.
21. The presiding officer may expel from a meeting any member, delegate, or any person from the public, who disturbs the proceedings of that meeting.
22. The presiding officer may request an RCMP or Peace Officer to remove the person expelled if the person refuses to leave.
23. In all cases not provided for in this bylaw, the "Revised Robert's Rules of Order" shall be followed and in such cases the decision of the presiding officer shall be final and accepted without debate.
 - a. In the event of conflict between the provisions of this bylaw and the "Revised Robert's Rules of Order," the provisions of this bylaw shall apply.

Council Resolutions

24. A resolution may be withdrawn at any time before voting, subject to no objection from any member.

25. The following resolutions are not debatable by Council:

- a. adjournment,
- b. recess,
- c. question of privilege,
- d. point of order,
- e. limit debate on the matter before members,
- f. division of a question,
- g. refer,
- h. postpone the matter to a time certain.

26. A motion to refer shall include

- a. the terms on which the matter is being referred;
- b. the time when the matter is to be returned;
- c. whatever other explanation is necessary as to the purpose of the motion;

27. A motion to postpone any matter shall include

- a. the time at the present meeting or the date of a future meeting to which the matter is to be postponed, or
- b. a provision that the matter is to be postponed indefinitely.

28. A member may move a motion to adjourn a meeting at any time, except when

- a. another member has the floor,
- b. a call for a vote has been made,
- c. the members are voting
- d. the meeting is a Closed Meeting
- e. a previous motion to adjourn has been defeated and no other intermediate proceedings have taken place

29. When a motion is under debate, no new motion shall be received other than a motion to:

- a. refer to some other party for consideration,
- b. withdraw the motion,
- c. amend the motion,
- d. postpone the motion, or
- e. call the question.

30. When a member wishes to amend a motion prior to the question being called,

- a. only one amendment at a time shall be presented to the main motion. When the amendment has been disposed of, another may be introduced,
- b. all amendments must relate to the motion being discussed in the main motion and shall not so substantially alter the motion so as to change the basic intent or meaning of the main motion. The presiding officer shall rule on disputes arising from amendments.
- c. an amendment proposing a direct negative is out of order,

- d. a sub-amendment (amendment to an amendment) shall not enlarge the scope of the amendment, but should only deal with matters not covered by the amendment,
31. A motion to reconsider a motion shall:
- a. only be made at the same meeting as the original motion,
 - b. only be made by a councilor on the prevailing side of the issue involved,
 - c. not be reconsidered more than once at any one meeting of Council,
 - d. be decided by a majority of the members of Council present, and
 - e. not be allowed on a motion of adjournment.
32. A motion to rescind a previous motion of Council shall:
- a. be offered at any time subsequent to the meeting at which the original motion was passed,
 - b. be made by any member,
 - c. be provided for by a request for decision that is included as an item on the agenda and delivered to the members before the meeting at which is to be discussed.
33. Where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the presiding officer so directs.
34. Whenever the presiding officer is of the opinion that a motion is contrary to the rules and privileges of Council, he shall inform the member thereof immediately, before putting the question, and shall cite his reasons applicable to the case without argument or comment.
35. A motion to proceed to a vote will not require a seconder.
36. If any member wishes to have a recorded vote, the request for the recorded vote must be made prior to the vote being taken.
37. A member who disagrees with the announcement made of the result of a vote may immediately object to the declaration and the vote shall be retaken.

Bylaws

38. A motion and subsequent vote of the first reading of a bylaw shall be decided without amendment or debate.
- a. Debate the substance of the bylaw, and
 - b. Propose and consider amendments to the bylaw
39. A proposed amendment shall be put to a vote and if carried shall be considered as having been read a first time and incorporated into the bylaw.
40. When all amendments have been accepted or rejected, the motion for second reading of the bylaw as amended shall be put to the question.
41. Proposed bylaws may be referred to administration, committees or special task forces at any time prior to third reading.

Public Question Period

42. Prior to the Bylaw and Business Discussion of a Council Meeting a Question Period as approved by Council.
43. Any such public discussion shall be regulated as follows:
 - a. Any resident of the Village of Longview may speak to any matter on the agenda of the current Council meeting, and
 - b. Any resident may speak on any one topic on the agenda for no longer than five (5) minutes, after which Council may ask questions of the speaker.
 - c. Any resident may speak on more than one topic as long as all topics meet the requirements of subsections a. through b. done alternately to provide opportunities for others to ask questions.
44. Online meetings – participants must raise their hand to be acknowledged by the chairperson prior to starting any question.
45. AT NO TIME shall a questioner, Council member, delegation or administration enter into a debate during the question period of the agenda.
46. If an immediate answer is not available, the questioner will be given a reply through the CAO, or as Council may determine, as soon as possible.
47. The total time given for public discussion shall be fifteen (15) minutes.
 - a. If the public discussion requires more time, any individuals may request at that time to have their discussion scheduled into the next Council meeting as per section 46 of this bylaw.

Public Hearings

48. At the commencement of a Public Hearing, the presiding officer shall, in the following order:
 - a. state the matter to be considered at the hearing,
 - b. inform those present of the procedure which shall be followed in hearing the respective submissions,
 - c. request that administrative staff present a report on the issue at hand,
 - d. allow the applicant, and/or their representatives(s), up to ten (10) minutes to present their position, exclusive of the time required to answer questions put to the applicant by a member, unless granted at time extension by Council, and
 - e. allow members to ask questions of administrative staff and the applicant.
49. Any person or group who claims to be affected by the subject matter of the Public Hearing shall be afforded an opportunity to speak for a period not exceeding five (5) minutes, exclusive of time required to respond to questions put to the speaker by a member, and shall be called in the following order:
 - a. the presiding officer shall call on each person who is in favour of the proposal before Council,

- b. the presiding officer shall then call on each person who is opposed to the proposal before Council,
 - c. the presiding officer shall then call on each person who is neither in favour or opposed to the proposal before Council.
50. Members may ask questions of speakers in section 48 and 49 immediately after their presentation and prior to the next speaker.
51. Before closing the public hearing the presiding officer will allow the applicant, followed by the presenting staff member, to make closing comments, such being limited to five (5) minutes each.
52. If a person is unable to attend a Public Hearing, that person may authorize an individual to speak on his behalf. The authorization must in writing and:
- a. name the individual authorized to speak,
 - b. indicate the proposed bylaw to be spoken to, and
 - c. be signed by the person giving authorization.
53. No person speaking in favour of or opposed to the proposal before Council shall speak for more than five (5) minutes.
54. All speakers must state their full name to be written into the public record prior to addressing Council.

Delegations

55. A person, group of persons, or representative of a group of persons, who wishes to bring any matter to the attention of Council, or wishes to have any matter considered by Council, shall address a letter or other written communication to the Council containing adequate information to enable Council to deal with the matter. Adequate information should be in printed form and not references to websites. These documents should be received by Administration 5 business days prior to appearing as a delegation to allow inclusion in agenda packages. Information is not limited to the following:
- a. name, address and telephone number of the person wishing to make the presentation,
 - b. a clear identification of the topic to be discussed,
 - c. a clear identification of the request being made to Council,
 - d. any and all background information necessary.
56. A request to attend a Council meeting or have a topic discussed at a Council meeting must be received by the Village of Longview administration no later than 3:00 p.m. on a business day at least five (5) business days immediately preceding the meeting at which it is to be presented.
57. Delegations shall be granted a maximum of fifteen (15) minutes to present the matter outlined in their letter. Where the presiding officer determines that additional time shall be granted to the delegation, additional time shall be granted in the length specified by the presiding officer.

58. Council will not entertain public questions or submissions addressed to the delegation(s).
59. Council will not entertain submissions from the public on issues that are before the Subdivision, and Development Appeal Board, a statutory Public Hearing, or are within any other public consultation or communication process.
60. Council has the right to defer discussion or decisions on the matter presented by a delegation to allow time for further research.

Agenda and Order of Business

61. Prior to each meeting of Council, the CAO, **in consultation with the mayor**, shall prepare the agenda of all business to be brought before the Council at such meeting. To enable the CAO to do so, all documents and notice of delegation intended to be submitted to the Council shall be received by the Village of Longview administration no later than 3:00 p.m. five (5) business days prior to the meeting.
62. Correspondence **including emails seeking a response from Council on a topic or issue should be forwarded to all of Council and the CAO prior to any discussion at a Council meeting. Issues that can be handled by administration without requiring Council direction will be address by staff. Correspondence that is deemed to deal with personnel or any FOIP related issues will be added to a Closed Meeting agenda for discussion. Correspondence requesting an action or response from Council, not included in the above** shall be included in the agenda package with the name of the author. The address, phone numbers and email addresses will be redacted from the agenda that is published.
63. Accounts Payable Cheque listing shall be published without names of payees. Council will be given a copy with payee names but those copies will be collected by the CAO after the meeting. Council is not allowed to photograph or copy the listing.
64. Council shall receive a copy of the YTD comparison of Budget to Actual by department.
65. The CAO shall place at the disposal of each member of Council, a copy of the agenda and all supporting material no later than 4:30 p.m. two (2) business days before the meeting. The agenda package will be posted on the Village website.
66. Where the deadline in Section 64 is not met, the agenda and supporting materials shall be deemed to be acceptable when the agenda is adopted at the meeting.
67. The order of business at a meeting is the order of the items on the agenda except:
 - a. when the same subject matter appears in more than one place on the agenda and Council decides to deal with all items related to the matter at the same time;

Committee of the Whole

68. A committee is hereby established called the "Committee of the Whole" with membership comprised of all members of Council and the CAO.
69. Committee of the Whole meetings are open to the public and can receive delegations but there will be no question period or debate with the public.
70. Committee of the Whole meetings will occur on a date and at a time as agreed upon by all those members of the committee.
71. Council Committee of the Whole may not make motions or take votes and shall refer items to a Council meeting if decisions are required.

Advisory Committees and Boards

72. Council may establish by bylaw or by resolution any advisory committee as deemed necessary and any committees established by resolution prior to the passing of this bylaw that are still in existence are grandfathered in and remain extant despite their earlier creation by resolution.
73. Bylaws or resolutions adopted pursuant to Section 60 shall include the following terms of reference as a minimum:
 - a. the purpose and mandate of the committee,
 - b. the authority and responsibility of the committee
 - c. the membership of the committee
 - d. the term of office for the membership of the committee.
74. All committees established pursuant to this bylaw must comply with all bylaws of the municipality, must have their members execute the Village of Longview Code of Conduct, and must comply with the provisions of the Municipal Government Act.
75. Members of Council who are appointed to any committee established by Council have the responsibility of keeping Council informed of any activities of the committees they are appointed to.
76. Any member of Council not a member of a committee shall have the right to attend committee meetings with the right of debate, but not to make motions or to vote.
77. The general duties of all committees of Council shall be as follows:
 - a. to report to Council whenever so desired by Council, and as often as the interests of the Village require, on all matters connected with the duties imposed on each such committee; and to recommend such action by the Council as it deems necessary within its terms of reference,
 - b. to observe, unless otherwise specifically permitted, the rules prescribed by the bylaws of Council,
 - c. the reports of all committees shall be made available to Council
78. No report or recommendation to do with any matter or thing shall be recognized as emanating from any committee unless it is in writing, dated, nor unless it bears the

name of the Chairman or Acting Chairman of the committee from which it has been issued.

79. A committee may create any sub-committee it considers necessary and shall designate the duties, powers and responsibilities of each sub-committee for reporting on its findings.

a. The same committee may terminate the existence of said sub-committee created by it and the sub-committee shall cease to exist on the submission of its final report.

80. The meetings of committees of Council shall be established by resolution of each committee and the public shall be given notice as required by the provisions of the Municipal Government Act.

81. All committee meetings shall be open to the public.

Administrative Inquiry

82. All questions or administrative inquiries should be directed through the office of Chief Administrative Officer.

83. All information regarding an administrative inquiry shall be distributed to all members of Council for information, regardless of who submitted the inquiry.

84. No member shall have the power to direct or interfere with the performance of any work for the Village. Nothing in the foregoing shall in any way interfere or restrict the right of a member to seek information from any officer or employee of the Village through the office of the Chief Administrative Officer.

General

85. Where the relationship between two or more members has deteriorated to a point so as to significantly interfere with the normal conduct of business, as judged by themselves, a majority of Council, or the Mayor, the two members shall seek to mediate their differences by any of the following steps:

a. a joint meeting to resolve their differences,

b. a joint meeting with the Mayor as a neutral mediator to resolve their differences,

c. a meeting with the Council to resolve their differences,

d. if the Mayor is unable to remain a neutral mediator, another member of Council, the CAO, or an outside consultant, may be appointed by a majority of Council as a neutral mediator in discussion.

Recording Meetings

86. Meeting of Council could be audio recorded by administration for the purpose of preparing official minutes of the meeting and shall be destroyed one year from the meeting date.

87. Council meeting shall not be video or audio recorded by member of the gallery without the permission of Council.

Council may choose to record either audio and/or video of Special Meetings of Council for the use of people unable to attend the meetings.

Amendment

88. Any provision of this bylaw may be repealed, amended or varied and additions made by a majority vote of Council.

89. Notwithstanding section 75 and in the absence of any statutory obligation, any provision of this bylaw may be waived by resolution of Council, provided a unanimous vote of all the members, to deal with a specific matter under consideration.

Severability

90. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, the invalid portion must be severed and remainder of the bylaw is deemed valid.

Rescinds

91. Bylaw #420-19 is hereby rescinded.

Effect

92. This bylaw shall take effect upon the date of third and final reading and passage thereof.

READ for a first time this 15th day of December, 2020.

READ a second time this 19th day of January, 2021.

READ for a third and final time this 19th day of January, 2021.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

**Village of Longview
IN THE PROVINCE OF ALBERTA
ATCO FRANCHISE AGREEMENT BYLAW 435-21**

A BYLAW OF THE VILLAGE OF LONGVIEW, IN THE PROVINCE OF ALBERTA, to authorize the Mayor and Administrator to execute an agreement with ATCO Gas and Pipelines Ltd., 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;

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 By-law and marked as Schedule "A" between the Municipality and the Company to renew a agreement with and to confer a franchise on the Company to deliver natural gas services within the Municipality;

This By-law 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.

Received first reading this 19th day of January, 2021.

Mayor

Administrator

Received second reading this ___ day of _____, 20__.

Mayor

Administrator

Received third reading this ___ day of _____, 20__.

Mayor

Administrator

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

2020

BETWEEN:

VILLAGE OF LONGVIEW

- AND -

ATCO GAS AND PIPELINES LTD.

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NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

VILLAGE OF LONGVIEW, 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 April 2, 1981 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 December 10, 2001 the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated September 11, 2011 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. _____ day of _____ 20 _____ ; and
 - ii. the first (1st) business day after both of the following have occurred:
 - A. the Commission has approved and acknowledged this Agreement; and
 - B. Council of the Municipality has passed third reading of the applicable adopting bylaw.
- b) This Agreement will expire on the _____ day of _____ , 20 _____
- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

3) Expiry of Term of Agreement

- a) Provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Term of its intention to negotiate a new franchise agreement, at any time following the expiration of the Term, and if the Municipality has not provided written notice to the Company to exercise its rights to purchase the Natural Gas Distribution System, either Party may submit any items in dispute pertaining to a new franchise agreement to binding arbitration by the Commission.

- b) Subject to subparagraph 3c) of this Agreement, upon expiry of the Term, this Agreement will continue in effect pursuant to the provisions of the MGA.
- c) Commencing one (1) year following the expiration of the Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph 3a), or the Municipality has given written notice to purchase the Natural Gas Distribution System, this Agreement will be amended to provide the following:
 - i) Fifty percent (50%) of the franchise fee otherwise payable under this Agreement to the Municipality will be held back and deposited in trust in an interest bearing trust account by the Company, for the sole benefit of the Municipality. The trust money along with all accumulated interest will be paid to the Municipality immediately upon execution of another Natural Gas Franchise Agreement with the Company, or if the Municipality purchases the Natural Gas Distribution System, or if the Company transfers or sells the Natural Gas Distribution System, or upon further Order of the Commission.
- d) In the event a franchise agreement template is approved by the Commission during the Term of this Agreement and the provisions are materially different from the provisions of this Agreement, the Parties may, by agreement in writing, amend this Agreement to conform to such franchise agreement template.

4) Grant of Franchise

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area to:
 - i. provide Natural Gas Distribution Service;
 - ii. Construct, Operate, and Maintain the Natural Gas Distribution System; and
 - iii. use portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas Distribution Service or to Construct, Operate and Maintain the Natural Gas Distribution System.
- b) Subject to subparagraph 4c) , and to the terms and conditions hereof, the Municipality agrees it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any natural gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas distribution service or to Construct, Operate and Maintain a Natural Gas distribution system, for the purpose of delivering Natural Gas in the Municipal Service Area for Consumers, so long as the Company delivers the

Consumers' requirements of Natural Gas.

c) The Company agrees to:

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

5) Franchise Fee

a) Calculation of Franchise Fee

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

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

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

- i. advise the Municipality in writing of the total revenues that were derived from the Delivery Tariff within the Municipal Service Area for the prior calendar year; and

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

b) Adjustment to the Franchise Fee

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

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

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

c) Notice to Change Franchise Fee

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

d) Payment of Franchise Fee

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

e) Franchise Fee Cap

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

f) Reporting Considerations

Upon request, the Company will provide to the Municipality, along with payment of the franchise fee amount information on the total Delivery Tariff billed, the

franchise fee percentage applied, and the derived franchise fee amount used by the Company to verify the payment of the franchise fee amount as calculated under this paragraph 5.

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

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

6) Core Services

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

7) Provision of Extra Services

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

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

8) Municipal Taxes

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

9) Right to Terminate on Default

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

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

10) Sale of Natural Gas Distribution System

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

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

11) Provision of Detailed Plans and Equipment

a) Detailed Plans

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

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

b) Provision of Equipment

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

12) Right of First Refusal to Purchase

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

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

- b) If the Municipality does not exercise its right of first refusal and the said bona fide offer the Company is willing to accept does not proceed to closure, the Municipality retains its right of first refusal on any other offer.
- c) This right of first refusal applies where the offer pertains only to the entire Natural Gas Distribution System. The right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal will be of no force and effect and will not apply.
- d) Where the Municipality exercises its rights to purchase the Natural Gas Distribution System from the Company and thereby acquires the Natural Gas Distribution System, the Municipality agrees, should it no longer wish to own the Natural Gas Distribution System within five (5) years after it acquires the said system and the Municipality receives any bona fide offer from an arms-length third party to purchase the Natural

Gas Distribution System, which it is willing to accept, then it will promptly give written notice to the Company of the terms and conditions of such offer. The Company will during the next one hundred and twenty (120) days have the first right of refusal to purchase the Natural Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer.

- e) The Municipality's right of first refusal will not apply where the Company has agreed to transfer the Natural Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:
 - i. the third party utility can demonstrate to the reasonable satisfaction of the Municipality that it meets the necessary technical and financial requirements to own and operate the Natural Gas Distribution System;
 - ii. the only consideration that will be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Natural Gas Distribution System;
 - iii. there is no adverse impact to the Municipality resulting from the transfer and exchange above referenced as determined by the Commission;
 - iv. the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the transfer and exchange; and
 - v. full compensation is paid to the Municipality for all reasonable costs including administrative and legal costs incurred by the Municipality in ensuring all of the conditions i) through iv) above are satisfied.

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

a) Municipal Approval

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

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

process.

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

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

b) Restoration of Municipal Property

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

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

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

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

Company will be liable for the reasonable costs thereof.

c) Urgent Repairs and Notification to Municipality

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

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

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

f) Approvals

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

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

14) Responsibilities For Cost of Relocations

- a) Upon receipt of one (1) year's notice from the Municipality, the Company will, at its own expense, relocate to Municipal Property such part of the Natural Gas Distribution System that is located on Municipal Property as may be reasonably required by the Municipality due to planned municipal construction. In order to encourage the orderly development of Municipal facilities and the Natural Gas Distribution System, the Municipality and the Company agree they will meet regularly to:
 - i. review the long-term facility plans of the Municipality and the Company; and
 - ii. determine the time requirements and costs for final design specifications for each relocation. Providing the Municipality is not the developer requesting the relocation for commercial or residential resale to third parties, the Company will bear the expenses of the required relocation.
- b) Notwithstanding the foregoing, the Company will not be required to move any part of the Natural Gas Distribution System after receipt of notice from the Municipality in accordance with this paragraph where:
 - i. the Company has illustrated to the satisfaction of the Municipality, acting reasonably, an appropriate Alternative Course of Action is available;
 - ii. the Municipality has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and
 - iii. the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure the Municipality will be left with sufficient time to complete the said planned municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Company utilizing the Alternative Course of Action).
- c) For the purposes of this paragraph 14, the term "Alternative Course of Action" will mean any course of action that will enable the Municipality to complete the said

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

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

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

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

Where:

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

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

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

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

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

909 – 11th Avenue SW

Calgary, Alberta T2R-1L8

Phone (403) 245-7749

To the Municipality:

VILLAGE OF LONGVIEW

Attention: Chief Administrative Officer

PO Box 147

Longview, Alberta T0L-1H0

Phone (403) 558-3922 Fax (403) 558-3743

- b) The date of receipt of any such notice as given above, will be deemed to be as follows:
- i. In the case of personal service, the date of service;
 - ii. In the case of registered mail, the seventh (7th) business day following the date of delivery to the Post Office, provided, however, in the event of an interruption of normal mail service, receipt will be deemed to be the seventh (7th) day following the date on which normal service is restored; or
 - iii. In the case of delivery in Electronic Format, the date the notice was actually

received by the recipient or, if not a business day, then the next business day.

22) Interruptions or Discontinuance of Delivery Service

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

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

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

23) Dispute Settlement

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

The Parties will attempt to appoint a mutually satisfactory arbitrator within ten (10)

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

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

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

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

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

24) Application of Water, Gas and Electric Companies Act

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

25) Force Majeure

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

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

26) Terms and Conditions

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

27) Not Exclusive Against Her Majesty

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

28) Severability

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

29) Amendments

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

30) Waiver

A waiver of any default, breach or non-compliance under this Agreement is not effective

unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party.

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

31) Confidentiality

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

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

(Municipality)

PER: _____

PER: _____

(Company)

PER: _____

PER: _____

SCHEDULE "A" Core Services

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

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

- i. Company-wide call centre targets and statistics (wait times, abandoned calls, call volumes, etc.); and
 - ii. any Consumer complaints received by the Commission.
- c) **Public Safety** - will be measured by:
 - i. the number of customer injuries and/or damages due to Natural Gas Distribution System failure;
 - ii. the number of line hits per total locates completed;
 - iii. the number of line hits as a result of inaccurate locates;
 - iv. the percentage of the area of the Municipality surveyed for leaks and yearly cathodic protection measures;
 - v. the number and nature of calls received from the Municipality and any of its Municipal agencies (including fire department, police department etc.) regarding the Natural Gas Distribution System.
- 9) Once per year, upon request and subject to any applicable privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting or restricting such disclosure, the Company will provide to the Municipality:
 - a) The total number of sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
 - b) The total gigajoules (GJ) of Natural Gas consumed by Consumers billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
 - c) The franchise fee revenue billed to Consumers within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
 - d) Where the Municipality is the customer of record and the Municipality provides a list of those sites to the Company on the form provided by the Company:
 - i. The total number of those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
 - ii. The total gigajoules (GJ) of Natural Gas at those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
 - iii. The franchise fee revenue billed to those sites within the Municipal Service Area,

by Company rate class, per revenue month, for each of the last two (2) years; and

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

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

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

SCHEDULE "B" Extra Services

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

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



VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION

Agenda Item #: 11.1

Date: January 19, 2021
Title: Westwind Communities and Habitat for Humanity Funding Request.
Submitted by: Dale Harrison, CAO

Recommendation: MOVED by _____ that the Village of Longview receive the request for information.

Alternatives: 2. Defeat above motion.
3. That discussion be tabled _____ (for further information or future date).

Background:

See letter requesting \$3500 from the Village of Longview for an affordable Housing study. Westwind support from the Turner Valley and Black Diamond are approximately \$48,000 per year with the Village contributing approximately \$6,000 or 1/8 the amount of BD and TV. The request for a 50% contribution request seems disproportionately high based on normal weighted averages of support.

Please find detailed below the 2020 Municipal Requisition from Westwinds Communities. Westwinds requisition is based on the provincial equalized assessment of our six contributing municipalities. The total 2020 Westwinds Communities requisition remains the same as both 2020 and 2019.

Contributing Municipality	2020 Equalized Assessment	%	2020 Requisition
Black Diamond	\$ 391,936,345	2.40%	\$ 47,442.24
High River	\$2,072,063,594	12.68%	\$ 250,653.17
Longview	\$ 49,080,359	0.30%	\$ 5,930.28
Foothills County	\$8,120,078,114	49.70%	\$ 982,449.71
Okotoks	\$5,303,987,882	32.46%	\$ 641,656.30
Turner Valley	\$ 401,802,563	2.46%	\$ 48,628.30
Total	\$16,338,948,857	100.00%	\$ 1,976,760.00

Implications:

*Policy, Statutory
Plans, Legislative:*

Financial: Purchasing two additional sized envelopes for ballot and certificates.

Communications: Register with the Province for Special Ballots

Attachments: Is the documentation severed by FOIP: **NO**

1. none

December 22, 2020

Mayor Wight and Council
Village of Longview
PO Box 147
Longview, Alberta T0L 1H0

Dear Mayor Wight and Council,

On behalf of the Board of Directors of Westwinds Communities (Westwinds), and Habitat for Humanity Southern Alberta Foothills Chapter (Habitat for Humanity), we are contacting you, and Mayors Crane and Goodwin with the Towns of Turner Valley and Black Diamond and Mayor Wight with the Village of Longview, with a request for participation in community-specific research benefiting your respective communities.

Westwinds Communities and Habitat for Humanity have identified the need to gather current data to support additional affordable housing in the Foothills.

Specifically, we want to partner with the four municipalities to develop a comprehensive analysis of the need for affordable housing in each of the communities for a ten-year time horizon, for low and moderate income households in the rental and sale markets. The information collected through this research would include, but is not limited to: a current housing inventory; current demographics; household composition data; income; unique need characteristics; rental needs and rates; home ownership models; home ownership demand and feasibility; projected need in five and ten year time horizons; distinct housing characteristics (special needs, barrier free); housing types (apartment, townhouse, duplex, single family home); number of required bedrooms; and housing amenities.

The total cost estimate to undertake this research is \$50,000 to \$60,000. We are seeking an additional \$25,000- \$35,000 in funding to participate in the research - in the interest of supporting additional affordable housing. By way of this letter, we are requesting \$14,000 in funds from the Town of High River. We are also requesting \$7,000 each from the Towns of Turner Valley and Black Diamond and \$3,500 from the Village of Longview under separate requests. The completion of the research allows Westwinds to be eligible for grant funding through the Canada Mortgage & Housing Corporation (CMHC) if needed, and effectively supports planning for future affordable housing in the Foothills.

Should we proceed with this research, Westwinds is offering to publish and manage the Request for Proposal (RFP) process, screening, assignment and oversight of the research. We propose to publish the RFP in the first calendar quarter of 2021, with the active study underway in April-September, and results available in October-December, 2021. The results can also be utilized to develop an affordable housing strategy for each local community in alignment with the recently released provincial Alberta Affordable Review Panel Recommendations which encourage municipalities to develop local housing and homelessness needs assessments and action plans

to better understand local needs, identify local priority populations, help guide local, provincial and federal investments in affordable housing and develop solutions to address the unique needs of urban, rural, and remote communities.

We sincerely thank you for your time and consideration of our request. The opportunity to solicit current data from the Foothills community will help us leverage a critical need, while generating awareness of affordable housing in our community.

Lauren would be pleased to speak with you about this need and request at your convenience.

Sincerely,



Lauren Ingalls
Chief Administration Officer

Sincerely,



Marilyn Boake
Chairperson-Habitat for Humanity Foothills

C/ Mayor Snodgrass & Council, Town of High River
Mayor Goodwin & Council, Town of Black Diamond
Mayor Crane & Council, Town of Turner Valley



**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Date:	January 19, 2021	Agenda Item #: 11.2
Title:	2021 Municipal Election	
Submitted by:	Dale Harrison, CAO	

Recommendation:	MOVED by _____ that	
	a) A deposit of \$ _____ be submitted with nomination papers for each candidate.	
	b) The Returning Officer shall establish one advance voting station.	
	c) That Susan Bogart be appointed as the Returning Officer for the Village of Longview and _____ as substitute Returning Officer for the 2021 Municipal Election.	
	d) The Village will not use Special (mail-in) ballots.	
Alternatives:	2. Defeat above motion.	
	3. That discussion be tabled _____ <i>(for further information or future date)</i> .	

Background:	Recommendations from Susan Bogart to prepare for the 2021 Municipal Election.	
	a. Council will require a motion to be passed to determine how much the deposit will be to file their nomination papers.	
	b. Council requires a motion that the Returning Officer shall establish the number of advance voting stations considered necessary, pursuant to Section 75(1) of the Local Authorities Election Act.	
	c. Council will require a motion to appoint Susan Bogart, as the Returning Officer for the Village of Longview.	
	d. Council must decide if it wants Special (Mail in) Ballots. In 2017 there was 1 Special Ballots requested.	

Implications:		
<i>Policy, Statutory Plans, Legislative:</i>		
<i>Financial:</i>	Purchasing two additional sized envelopes for ballot and certificates.	

Communications:	Register with the Province for Special Ballots
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Attachments:	Is the documentation severed by FOIP: NO
1.	none



**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Agenda Item #: 11.3

Date: January 19, 2021
Title: ATCO Gas Franchise Fee rate and renewal
Submitted by: Dale Harrison, CAO

Recommendation: MOVED by _____ that the Village franchise fee remain at the current 20%.

Alternatives:

2. Defeat above motion.
3. That discussion be tabled _____ (*for further information or future date*).

Background: a. The current 10-year franchise agreement with ATCO Gas is set to expire in 2021. Each year the municipality is given the opportunity to adjust the franchise rate. The Village moved the rate from 16% to 20% in 2016. The maximum allowable franchise fee is 35%. ATCO was paying both property tax and franchise fees, the same as Fortis, until 2018 when they stopped paying the linear tax assessment. When questioned about the arrears this year the Village was told that the franchise fee was in lieu of taxes. Further researching to 2011 agreement shows a clause stating this. The proposed agreement does not have that clause.

Implications:
Policy, Statutory
Plans, Legislative:

Financial:

Communications:

Attachments: Is the documentation severed by FOIP: **NO**

1. none

ATCO GAS AND PIPELINES LIMITED

Historic and Forecast Franchise Fee and Property Tax Information for The Village of Longview

<u>Historic Information</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>Year Average</u>
Franchise Fees - Current Method 20.00% Method A	\$15,188	\$15,663	\$20,979	\$24,749	\$20,448	\$21,954	\$19,830.24
Annual Fees - Average Residential Customer Using 115 GJ's per Year	\$70.45	\$77.30	\$104.37	\$105.47	\$92.38	\$100.55	\$91.75
Franchise Fee Percentage	16.00%	16.00%	20.00%	20.00%	20.00%	20.00%	
Company Delivery Revenue	\$94,925	\$97,895	\$104,893	\$123,743	\$102,242	\$109,774	

Forecast Information

Franchise Fee Method "A" %	Forecast 2021 Annual Fee Total (\$)	Estimated 2021 Property Tax Total (\$)	Forecast 2021 Annual Fee+Tax Total (\$)	Forecast 2021 Annual Fee Average Residential (\$)	Forecast 2021 Annual Tax Average Residential (\$)	Forecast 2021 Annual Fee+Tax Average Residential (\$)	Forecast 2021 Company Delivery Revenue (\$)	2020 Average Residential Delivery Revenue
5.00%	\$6,394	\$2,339	\$8,733	\$24.91	\$9.11	\$34.02	\$127,877	\$498.19
10.00%	\$12,788	\$2,339	\$15,127	\$49.82	\$9.11	\$58.93		
15.00%	\$19,182	\$2,339	\$21,521	\$74.73	\$9.11	\$83.84		
20.00%	\$25,575	\$2,339	\$27,915	\$99.64	\$9.11	\$108.75		
25.00%	\$31,969	\$2,339	\$34,309	\$124.55	\$9.11	\$133.66		
35.00%	\$44,757	\$2,339	\$47,096	\$174.37	\$9.11	\$183.48		
Estimated Property Tax Percent		1.83%						

Franchise Fee Description
Method "A" Franchise Fee Percent is applied to Company Delivery Revenue.

September 9, 2020



**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Date:	January 19, 2021	Agenda Item #: 11.4
Title:	Census 2021 Support	
Submitted by:	Dale Harrison, CAO	

Recommendation:	MOVED by _____ that the Council of Longview supports the 2021 Census, and encourages all residents to complete their census questionnaire online at www.census.gc.ca . Accurate and complete census data support programs and services that benefit our community.	
Alternatives:	2. Defeat above motion. 3. That discussion be tabled _____ <i>(for further information or future date)</i> .	

Background:	See letter from StatsCan
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Implications: <i>Policy, Statutory Plans, Legislative:</i> <i>Financial:</i>

Communications:

Attachments:	Is the documentation severed by FOIP: NO
1.	none

Dear Mayor,

I am pleased to inform you that the next census will take place in May 2021. I am writing today to seek your support to increase awareness of the census among residents of your community.

For over a century, Canadians have relied on census data to tell them about how their country is changing and what matters to them. We all depend on key socioeconomic trends and census analysis to make important decisions that have a direct impact on our families, neighbourhoods and businesses. In response to the COVID-19 pandemic, Statistics Canada has adapted to ensure that the 2021 Census is conducted throughout the country in the best possible way, using a safe and secure approach.

Statistics Canada will be [hiring approximately 32,000 people](#) across the country to assist with census collection. We would like to work with you and your municipality to ensure that your residents are aware and informed of these job opportunities.

Furthermore, your support in encouraging your residents to complete the census will have a direct impact on gathering the data needed to plan, develop and evaluate programs and services such as schools, daycare, family services, housing, emergency services, roads, public transportation and skills training for employment.

If you would like to express your municipality's support for the census, please share the municipal council resolution text below with your residents:

Be it resolved that:

The Council of the Corporation of (NAME OF CITY/TOWN/MUNICIPALITY) supports the 2021 Census, and encourages all residents to complete their census questionnaire online at www.census.gc.ca. Accurate and complete census data support programs and services that benefit our community.

In the coming weeks, a member of our communications team may contact you to discuss ways in which we can work together. Should you have any questions, please contact us at statcan.censusoutreach.prairies-rayonnementdurec.prairies.statcan@canada.ca.

Thank you in advance for supporting the 2021 Census.

Yours sincerely,

Geoff Bowlby
Director General, Census Management Office
Statistics Canada / Government of Canada



**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Date:	January 19, 2021	Agenda Item #: 11.5
Title:	Canada Pharmacare Act	
Submitted by:	Dale Harrison, CAO	

Recommendation:	MOVED by _____ that the Council of Longview <i>support Bill C-213, An Act to enact the Canada Pharmacare Act. and to write a letter to Peter Julian showing the support.</i>	
Alternatives:	2. Defeat above motion. 3. That discussion be tabled _____ <i>(for further information or future date).</i>	

Background:	See letter from StatsCan
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Implications: <i>Policy, Statutory Plans, Legislative:</i> <i>Financial:</i>

Communications:

Attachments:	Is the documentation severed by FOIP: NO
1.	none

From: peter.julian.c1@parl.gc.ca

Date: January 12, 2021 at 6:43:18 PM MST

To: wightkathie@gmail.com

Subject: Follow up on request regarding Bill C-213 The Canada Pharmacare Act

Dear MAYOR WIGHT and Council of LONGVIEW,

Happy New Year! I hope that you and your family are healthy and staying safe during the COVID-19 pandemic.

This is a friendly reminder to follow-up on my request email sent in November 2020 regarding my Private Member's [Bill C-213, An Act to Enact the Canada Pharmacare Act](#). Bill C-213 is a ground-breaking new federal legislation, modelled off the Canada Health Act, to establish a universal, single-payer, comprehensive and public pharmacare plan that is accessible and affordable, the very principles of universal medicare. The Canada Pharmacare Act will deliver better healthcare and improve the health and lives of millions of Canadians.

Please see below a draft motion for your council's consideration:

BILL C-213, AN ACT TO ENACT THE CANADA PHARMACARE ACT:

WHEREAS Members of Parliament are seeking municipal support for Bill C-213, which seeks to establish a universal, publicly administered pharmacare program based on the same principles as Canada's universal health care program;

WHEREAS it is appropriate to support the request;

It was moved by _____,
Seconded by _____,

And adopted to support Bill C-213, An Act to enact the Canada Pharmacare Act.

We are reaching a crucial period for Bill C-213. **The second hour of debate and first parliamentary vote will take place this upcoming February.** Bill C-213 could be the law of the land by next spring. That is why we are also [calling on you to sign our e-petition](#) to show your continued support for Bill C-213.

Thank you for your consideration about this important issue affecting the health and wellness of all Canadians. We look forward to hearing back from you soon.

Peter Julian, MP

New Westminster - Burnaby

NDP House Leader

NDP Spokesperson on Finance

From: peter.julian@parl.gc.ca

Date: November 26, 2020 at 12:29:18 PM MST

To: wightkathie@gmail.com

Subject: Request regarding Bill C-213 The Canada Pharmacare Act

Mayor KATHLEEN WIGHT
City of LONGVIEW

Dear Mayor WIGHT,

We are writing to you today seeking the City Council of LONGVIEW's formal endorsement of Bill C-213, the *Canada Pharmacare Act*.

Introduced in February 2020, [the *Canada Pharmacare Act*](#) is ground-breaking new federal legislation based on the recommendations of the Hoskins Advisory Council on the Implementation of National Pharmacare and modelled on the *Canada Health Act*.

The *Canada Pharmacare Act* specifies the conditions and criteria that provincial and territorial prescription drug insurance programs must meet to receive federal funding. This includes the core principles of public administration, comprehensiveness, universality, portability, and accessibility.

Universal public drug coverage has been recommended by commissions, committees, and advisory councils dating as far back as the 1940s. Immediately following the last election, the New Democratic Party of Canada began working to draft a legislative framework to enable the implementation of a universal, comprehensive and public pharmacare program. The *Canada Pharmacare Act* is the first piece of legislation introduced by the New Democrat Caucus in the current Parliament.

As you know, across Canada, people are making impossible choices every day because they cannot afford their prescription medications. Over the past year alone, one-in-four Canadians were forced to avoid filling or renewing a prescription due to cost or take measures to extend a prescription because they could not afford to keep the recommended dosage schedule.

Even those with private coverage are seeing their employer-sponsored benefits shrink – a trend that has accelerated due to the economic impacts of COVID-19. In fact, Canadians are twice as likely to have lost prescription drug coverage as to have gained it over the past year.

Simply put, universal public pharmacare will extend prescription drug coverage to every single Canadian, while saving billions every year. The final report of the Hoskins Advisory Council found that, once fully implemented, universal public pharmacare will reduce annual system wide spending on prescription drugs by \$5 billion. Businesses and employees will see their

prescription drug costs reduced by \$16.6 billion annually and families will see their out of pocket drug costs reduced by \$6.4 billion a year.

Although a recent study from Anus Reid Institute found near universal support for pharmacare among the Canadian public, powerful vested interests in the drug and insurance industries are lobbying to block this critical program in order to protect their profits.

Indeed, the *Canada Pharmacare Act* is reaching a crucial period in the legislative process. The first hour of debate on this bill took place in Parliament on November 18, 2020. The second hour of debate and the first vote will be held in February 2021. This legislation could be enacted by next spring, allowing millions of Canadians who are struggling to pay for medication to receive the support they desperately need.

That's why we need your help to secure the adoption of the *Canada Pharmacare Act* in Parliament. We are asking your City Council to join other municipalities across Canada to formally endorse Bill C-213. We will be publicizing this support nationally.

For more information on C-213 and to sign the e-petition, please visit our website:
www.pharmacarec213.ca

Thank you very much for your consideration. Please feel free to contact us if you require further detail.

We look forward to hearing from you. KATHLEEN

Sincerely,
Peter Julian, MP
New Westminster-Burnaby

Jenny Kwan, MP
Vancouver East

Don Davies, MP
Vancouver Kingsway