

# TOWN OF BONNYVILLE COUNCIL MEETING TOWN HALL Tuesday, September 13, 2022 6:00 P.M. AGENDA

- 1. Call to Order
- 2. Indigenous Land Acknowledgement
- 3. Adoption of Agenda
- 4. Adoption of Minutes
  - a) Council Meeting Minutes August 23, 2022
- 5. **Bylaw** 
  - a) Bylaw No. 1538-22 2023 Residential Assessment and Supplementary Assessment Sub-Class
- 6. Business
  - a) Reguest for Decision Lakeland Lodge and Housing Letter of Support
  - b) Request for Decision Centennial Centre Letter of Support CFEP Grant Ratify
  - c) Request for Decision Northern Lights Library System Advocacy Letter Endorsement
  - d) Request for Decision ATCO Electric Distribution Services and Franchise Agreement
  - e) Request for Decision Town of Bonnyville Mobile App
  - f) Request for Decision ATCO Electric Distribution Revenue Forecast and 2023 Franchise Fee
  - g) Request for Decision Questica Software
  - h) Request for Decision SPCA Raise the Woof Purchase of Table and Donation of Auction Items

#### 7. Committee Reports

#### 8. Correspondence

- a) Letter Alberta Transportation Minister of Transportation Level of Service on Lakeland Highways
- b) Alberta Health Health Engagement Tour Update
- c) Letters Alberta Municipalities Distinguished Service Award Recipients
- d) Letter RCMP Managing Dynamic Critical Incidents
- e) Bonnyville Chamber of Commerce Our Resiliency Runs Deep Awards October 14, 2022
- f) Proclamation Annual International Fetal Alcohol Spectrum Disorder Awareness Day September 9, 2022
- g) Appendix A: Policy No. 15-FN-068 Community Donation Policy and Council Receptions & Public Relations Spreadsheet
- 9. Questions
- 10. In Camera
- 11. Adjournment

4a)

MINUTES OF THE REGULAR COUNCIL MEETING OF THE TOWN OF BONNYVILLE IN THE PROVINCE OF ALBERTA HELD AT THE TOWN HALL ON TUESDAY, AUGUST 23, 2022 COMMENCING AT 6:00 P.M.

**PRESENT** 

Mayor Elisa Brosseau; Councillors Phil Kushnir, Brian McEvoy, Byron Johnson, Kayla Blanchette, Neil Langridge, David Sharun

STAFF

Bill Rogers – Chief Administrative Officer (CAO), Renee Stoyles – General Manager of Corporate Services, Brad Trimble - General Manager of Operations and Engineering, Jeannine Chornohos – Finance Director, Mark Laver -Economic Development Officer, Robynne Henry –

Communications Coordinator, Tracy Ghostkeeper – Executive

**Assistant** 

**GUESTS** 

Caitlyn Blake

REGULAR MEETING OF COUNCIL

Mayor Elisa Brosseau called the Regular Meeting of Council to order at 6:00 p.m.

LAND ACKNOWLEDGEMENT

Mayor Brosseau read the following land acknowledgement: As we gather, we are reminded that the Town of Bonnyville is situated on Treaty 6 land, that is steeped in rich Indigenous history and is the traditional homeland and home to First Nations and Métis People today. We respect the histories, languages and cultures of First Nations, Métis and all First Peoples of Canada, whose presence continues to enrich our community.

ADOPTION OF AGENDA OF REGULAR COUNCIL MEETING – AUGUST 23, 2022 215 Moved by Councillor Phil Kushnir that the agenda for the August 23, 2022, Regular Council meeting be adopted with the following addition:

6f) Request for Decision - 41A / 44 Avenue Street Rebuild

#### **CARRIED**

216

ADOPTION OF THE REGULAR COUNCIL MEETING MINUTES – JULY 12, 2022 Moved by Councillor David Sharun that the minutes of the July 12, 2022 Regular Council meeting be adopted as presented.

#### **CARRIED**

#### **FINANCIALS**

June and July 2022 Financials

Moved by Councillor Kayla Blanchette that Council accept the June and July Capital, Operating and Bank Reconciliation 2022 Financials for information.

#### **CARRIED**

217

#### **BUSINESS**

Appointment – Deputy Mayor – August 16, 2022 – May 31, 2023 – Kayla Blanchette

Bonnyville Friendship Centre Men's Shelter - Funding

Councillor Kayla Blanchette was sworn in as Deputy Mayor for the term of August 16, 2022 to May 31, 2023.

The Bonnyville Friendship Centre (BFC) currently administers the Men's Shelter which is located within the Town of Bonnyville. In 2021 the Town contributed \$15,000.00 to this program. During budget delegation requests for the 2022 fiscal year, the BFC requested \$35,000.00 from the Town for this program should the funding be needed. The BFC has been operating the shelter since September 2020 with funding from the Community Initiatives Program. These grant funds were exhausted as of September 2021.

An email was received by Administration on August 9th, 2022 from Janet Gobert, Community Initiatives Coordinator with the Bonnyville Friendship Centre (BFC) requesting funding assistance for the BFC Men's Shelter from the Town. The total amount included in the 2022 operating budget for this program is \$35,000.00. BFC is currently awaiting applications to open for grant streams to aid in funding this program and will continue to investigate alternative funding avenues for this program.

218 Moved by Councillor Brian McEvoy that Council approve the request for funding from the Bonnyville Friendship Centre and release funds in the amount of \$35,000.00 for the Men's Shelter program.

#### CARRIED

#### 2023 Budget Delegations

The Town of Bonnyville contributes annually to many community organizations for the purpose of sponsoring events, the provision of operating grants for the services that these organizations provide and repair and maintenance agreements, to name a few. Any requests that are in excess of \$1,000.00 are asked to appear as a delegation at a Council meeting in the fall to present their requests for the next budget year.

For Budget 2023, 18 Community Organizations received letters to appear as a budget delegation to present their requests to Council at a fall meeting. In past years, budget delegations were scheduled for two meetings. Due to the

#### 2023 Budget Delegations

number of delegations this year Administration would like to recommend alternative options for Council to hear these requests. Options for Council's consideration include:

Option #1 – Invite delegations to the September Regular Council Meetings and the first Regular Council Meeting in October. This option would add one extra meeting and for the 2023 Budget Delegations would see an estimate of 6 Delegations per meeting.

Option #2 – Schedule two to three Special Council Meetings in the evening or during the workday in September specifically for the 2023 Budget Delegations.

Option #3 – Review the Budget Delegation list and pare down the number of Delegations to appear at a meeting and add the delegation requests to the budget automatically for Council's consideration.

219 <u>Moved by Councillor Phil Kushnir</u> that Council approve up to three Special Council Meetings for the purpose of scheduling the 2023 Budget Delegations.

#### **CARRIED**

# Policy No. 03-FN-035 Travel Expense Claim Procedures

Town of Bonnyville Administration submits to Council on a monthly basis, a policy or bylaw for review. This is to provide transparency to Council and the Public on Town operations.

As policies are selected to add to the Council agenda, Administration has been providing an initial review to ensure these documents are up to date with the Town's current procedures. After review of Policy No. 03-FN-035 — Travel Expense Claim Procedures, a few wording changes were noted to ensure the policy reflects the Town's current practices. The following revisions have been included in Policy No. 03-FN-035:

- The term "Employee" has been updated to "Staff and Council" where applicable throughout the policy and attached Appendix "A"
- Procedures under Training and Development have been updated to reflect current practices
- Procedures under Meetings have been updated to reflect current practices
- 220 <u>Moved by Councillor Byron Johnson</u> that Council amend Policy No. 03-FN-035 Travel Expense Claim Procedures as presented.

#### **CARRIED**

# Policy No. 22-PW-081 Snow Removal Policy

In an effort to improve service delivery and communication with residents, Council had previously asked Administration to update and modernize snow removal policy 00-PW-003, which could be amended to include service timelines. The policy now includes the following:

#### **Timelines**

Proposed Policy 22-PW-081 includes projected timelines based on current operational projections and budgets. These timelines should also serve as a reliable baseline for future service level improvement discussions, should they become necessary.

#### **Prioritization**

Roads are categorized by usage and type and are classified as being one of five priorities. Higher ranking roads such as major arterials, emergency routes and collector roads will typically be cleared before lower prioritized roads, such as residential streets and alleyways.

#### Level of Snow Trigger

The operational plan is to remove snow from roadways as it accumulates with in-house resources, with the option to include contracted equipment if necessary.

221 <u>Moved by Councillor Brian McEvoy</u> that Council approve Snow removal Policy No: 22-PW-081 with the change of "bus routes" to "school access routes" and the addition of "Town App and Media Partners" to Section 4.5 and repeal Snow Removal Policy No:00-PW-003.

#### **CARRIED**

Constructed in 1980, the section of road was planned in this year's Roads Program for an overlay treatment because the driving surface had deteriorated with little indication of base problems or had few water breaks. After asphalt removals occurred, staff and engineers completed an inspection and discovered damage to the road base. To extend the life of the road and to achieve best value it was recommended that the road be rebuilt and cement stabilized before being overlayed.

Extensive discussion ensued.

222 Moved by Councillor Brian McEvoy that Council direct Administration to rebuild 41 A Street/ 44 Avenue this year with the funding to come from a combination of cost savings from other Capital Projects, contingency funds and the General Capital Reserve.

#### CARRIED

#### 41A / 44 Avenue Street Rebuild – WALK ON

#### **COMMITTEE REPORTS**

#### **Councillor Byron Johnson**

Councillor Johnson attended the Events Committee meeting, the Conversation about Healthcare in Alberta meeting with the Minister of Health, a Bonnyville & District Historical Society meeting, the Bonnyville & District Leisure Facility Corp meeting and an event at the Bonnyville Hive Youth Hub. He also attended the Kehewin Powwow Grand March, another Bonnyville & District Historical Society meeting, a Council gathering at Councillor Sharun's home and another Events Committee meeting.

#### **Councillor Neil Langridge**

Councillor Langridge attended the Events Committee meeting, the Conversation about Healthcare in Alberta meeting with the Minister of Health, the Bonnyville Chamber of Commerce Corporate Challenge Texas Golf Scramble, the Future of Contract Policing Webinar and another Events Committee meeting.

#### **Councillor David Sharun**

Councillor Sharun attended the Cold Lake Airshow, the Conversation about Healthcare in Alberta meeting with the Minister of Health, the Kehewin Powwow Grand March, a Lakeland Lodge and Housing Strategic Planning Session, a regular Lakeland Lodge and Housing meeting and the Future of Contract Policing Webinar.

#### Mayor Elisa Brosseau

Mayor Brosseau attended the Conversation about Healthcare in Alberta meeting with the Minister of Health, the Bonnyville Centennial Centre Sponsorship Event for the Graham Field House, the Dr. Margaret Savage Open House, a Bonnyville Regional Fire Authority (BRFA) meeting, a Bonnyville & District Leisure Facility Corp meeting and a meeting with the Alberta Health Services Promotion Facilitator. She also attended a NE Muni-Corr Ltd meeting with the Town of St. Paul and City of Cold Lake, the Kehewin Powwow Grand March, a meeting with the Indian Metis Rehabilitation Centre, the Bonnyville Chamber of Commerce Corporate Challenge Texas Golf Scramble, the Frog Lake First Nation Powwow, a BRFA special meeting, a meeting with the City of Cold Lake's Mayor and CAO, the APEGA Lakeland Golf Tournament, the NE Muni Corr Golf Tournament and meeting and the Future of Contract Policing Webinar.

#### **Councillor Kayla Blanchette**

Councillor Blanchette attended the Events Committee meeting, the Cold Lake Airshow, the Conversation about Healthcare in Alberta meeting with the Minister of Health, took part in the Mental Health First Aid course, had a visit with the residents at Bonnylodge, attended the Bonnyville Friendship Centre for a Tour and an event at the Bonnyville Hive Youth Hub. She also attended the Kehewin Native Dance Theater presentation of "Dancing Under the 13 Moons" and the Kehewin Powwow Grand March. She also attended the

#### **Councillor Kayla Blanchette**

Lakeland Society for Truth and Reconciliation presentation of the play "You used to call me Marie", a meeting with a Westlock Town Councillor and FCSS Coordinator, Lakeland Lodge and Housing Strategic Planning Session, a regular Lakeland Lodge and Housing meeting, an SPCA meeting and the Events Committee meeting.

#### Councillor Brian McEvoy

Councillor McEvoy attended the Bonnyville Agricultural Society meeting, the Cold Lake Airshow, the Conversation about Healthcare in Alberta meeting with the Minister of Health, the Dr. Margaret Savage Open House, the BRFA meeting and the Future of Contract Policing Webinar.

#### Councillor Phil Kushnir

Councillor Kushnir attended the Cold Lake Airshow, the Conversation about Healthcare in Alberta meeting with the Minister of Health, the Dr. Margaret Savage Open House, the BRFA meeting, the Alberta Sports Stakeholder Engagement and the Kehewin Powwow Grand March. He also attended the Iron River Hall Firehall Farewell for two members, the Bonnyville Chamber of Commerce Corporate Challenge Texas Golf Scramble, the BRFA Special meeting and the Future of Contract Policing Webinar.

#### **INFORMATION**

Letter – Ukrainian Canadian Congress Alberta Provincial Congress – Ukrainian Independence Day August 24, 2022, and Alberta Ukrainian Heritage Day September 7, 2022. Administration received a letter from Orysia Bychuk, President of the Ukrainian Canadian Congress Alberta Provincial Council informing the Town that Ukrainian Independence Day is August 24, 2022, and Alberta Ukrainian Heritage Day is September 7, 2022.

Council accepted this letter for information.

#### Overdose Awareness Day – August 31, 2022

An email was received from Danielle Larsen, Health Promotion Facilitator with Alberta Health Services informing the Town that August 31, 2022 is International Overdose Awareness Day.

Council accepted this timeline for information.

#### Kiev's-K-Hi - Thank You Letter

Administration received a letter from Kiev's-K-Hi Ukrainian Youth Camp thanking the Town for the donation towards their camp this year.

Council accepted this report for information.

#### Bonnyville Chamber of Commerce – Grand Opening at New Location

An invitation was received inviting Council to attend the Grand Opening of the new location for the Bonnyville Chamber of Commerce on Friday September 9<sup>th</sup> at 2 p.m.

Council accepted this invitation for information.

#### Appendix "A"

#### **QUESTIONS**

Applicable policies related to Requests for Decisions will be inserted here to assist Council when making decisions based on financial requests.

Councillor Johnson asked for an update on the Construction in Town.

Brad Trimble, General Manager of Operations and Engineering, stated that the Road Repair and Maintenance program is scheduled to be complete on September 15. The Rehab program is in various stages but should be wrapping up by the end of the month, and the 7-11 Trail will also be wrapped up by October 15, 2022.

Councillor Johnson asked if it would be possible to suggest to future contractors when they are building to leave a suite or two unfinished to accommodate for a disabled tenant, as he knows of a person trying to move to Bonnyville but having difficulties finding appropriate accommodations.

Bill Rogers, CAO, stated this is something that the Town can encourage future builders to consider.

Councillor Langridge stated that he has received very positive comments regarding the new outdoor gym and thanked the Public Works staff for all of their hard work putting it together.

Councilor Blanchette asked if the trail along Gurneyville Road is on the schedule for repairs this year.

Brad Trimble, General Manager of Operations and Engineering, stated that there is some work that is scheduled to be completed this year in that area.

In addition to Council, Bill Rogers, CAO, Renee Stoyles, General Manager of Corporate Services, Brad Trimble - General Manager of Operations and Engineering and Mark Laver, Economic Development Officer attended the In-Camera session to provide Administrative and Procedural support.

#### **IN CAMERA**

223 Moved by Councillor Phil Kushnir that Council close the meeting to the public and move to In-Camera for Council Agenda item 10a) Land – FOIP Sections (16), (25) and (27) 10b) Land – FOIP Sections (16), (25) and (27) 10C) Personnel – FOIP Sections (17) and (27)

Time: 7:04 p.m.

#### CARRIED

OUT OF CAMERA	224	Moved by Councillor David Sharun that Council adjourn In Camera and return to the Regular Meeting of Council.
		Time: 8:15 p.m.
		CARRIED
	225	Moved by Councillor Kayla Blanchette that Council appoint Nicole Garner to the FCSS Advisory Board as a Lay Member for a Term of Three years.
		CARRIED
ADJOURNMENT	226	Moved by Councillor David Sharun that the Regular Meeting of Council be adjourned.
		Time: 8:16 p.m.
		CARRIED
		Minutes read and adopted this day of, 2022.
		Mayor

**Chief Administrative Officer** 

# TOWN OF BONNYVILLE



#### **REQUEST FOR DECISION**

To: Council

Date: September 7, 2022

Submitted By: Administration

Target Decision Date: September 13, 2022

SUBJECT: Bylaw No. 1538-22

Reviewed By: CAO

2023 Residential Assessment and

Supplementary Assessment Sub-Class

**Bylaw** 

**COMMENTS:** Attached is Bylaw 1538-22, the 2023 Residential Assessment and Supplementary Assessment Sub-Class Bylaw. This bylaw has been prepared pursuant to Section 297(1)(2) of the Municipal Government Act which states:

Section 297(1)(2): A council may by bylaw divide class 1 into sub-classes on any basis it considers appropriate, and if the council does so, the assessor may assign one or more sub-classes to property in class 1.

If passed Bylaw No. 1538-22 will divide the Residential Assessment Class into the following sub-classes:

- 1. Single Family Residential;
- 2. Multi-Family Residential.

This Bylaw that was first passed in 2019. The rationale behind creating a residential sub-class for Multi-Family properties is based on the fluctuation of the assessments year over year as the economy fluctuates. Multi-Family Assessments are based on the valuation using an Income Approach; with fluctuations in the economy in the Lakeland Area in the past few years, the income and resulting assessment of these properties moves up and down significantly resulting in large tax dollar changes for these properties if no mill rate adjustment is made. By creating a residential sub-class for Multi-Family properties, Council has the option of adjusting the Mill Rate to lesson these fluctuations.

A Bylaw creating sub-classes is required to be passed before February 28th in the year it is to take effect.

#### **RESPONSE OPTIONS:**

- 1. To pass Bylaw No. 1538-22.
- 2. To prepare assessments for residential properties based on market value as was done prior to 2019.
- 3. To provide Administration with alternative options to include in Bylaw No. 1538-22 to bring back to a future Council meeting.

RECOMMENDATION: That Council provide first reading for Bylaw No. 1538-22 – 2023 Residential Assessment and Supplementary Assessment Sub-Class Bylaw.

Renee Stoyles

General Manager of Corporate Services

Chief Administrative Officer

Document Number: 209189

#### **BYLAW NO. 1538-22**

#### OF THE

#### **TOWN OF BONNYVILLE**

BEING A BYLAW OF THE TOWN OF BONNYVILLE IN THE PROVINCE OF ALBERTA TO DIVIDE THE RESIDENTIAL ASSESSMENT CLASS INTO SUBCLASSES FOR THE 2023 ASSESSMENT AND TAX ROLLS.

WHEREAS pursuant to Sections 297 and 313 of the Municipal Government Act, R.S.A. 2000, being Chapter M-26, Town Council may pass a bylaw setting the assessment and supplementary assessment sub-classes for residential property authorizing the assessor to assign these sub-classes in preparing the assessment of property; and

WHEREAS pursuant to Sections 302 and 303 of the Municipal Government Act, R.S.A. 2000, being Chapter M-26, the municipality must annually prepare the assessment roll including the assessment classes not later than February 28 for the taxation in 2023; and

### NOW THEREFORE THE MUNICIPAL COUNCIL OF THE TOWN OF BONNYVILLE DULY ASSEMBLED ENACTS AS FOLLOWS:

- 1. This Bylaw may be cited as the "2023 Residential Assessment and Supplementary Assessment Sub-class Bylaw"
- 2. The purpose of this bylaw is to authorize the assessment and supplementary assessment sub-classes for residential property.
- 3. In this bylaw, unless the context otherwise requires:
  - (a) "Act" means the Municipal Government Act, R.S.A. 2000, Chapter M-26;
  - (b) "Assessed Property" means assessed property as defined in Section 284 of the Act;
  - (c) "Assessment Roll" means assessment roll as defined in Section 303 of the Act;
  - (d) "Dwelling Unit" means one or more rooms operated or capable of being operated as a residence for a household containing cooking, sleeping and sanitary facilities;
  - (e) "Manufactured Home" means manufactured home as defined in Section 284(1)(m) of the Act;
  - (f) "Manufactured Home Community" means manufactured home community as defined in Section 284(1)(n) of the Act;
  - (g) "Multi-family residential property" means:
    - (i) all residential property other than single family residential property;
    - (ii) boarding houses with more than three sleeping rooms;
    - (iii) vacant residential property zoned for the development of four or more dwelling units under the Town's Land Use Bylaw but not including vacant residential property

subdivided under a registered condominium plan and intended for the development of a residential unit and parking unit, if any, to be occupied by a single family;

- (iv) a manufactured home community.
- (h) "Non-Residential Assessment Class Property" means non-residential property as defined in Section 297(4)(b) of the Act;
- (i) "Residential Assessment Class Property" means residential property as defined in Section 297(4)(c) of the Act;
- (j) "Single family residential property" means:
  - (i) dwelling units occupied by a single family where the total number of dwelling units on the parcel of land, whether contained in a single building or more than one building, does not exceed three dwelling units together with any other buildings located on the site that are ancillary to the use of the single-family dwelling;
  - (ii) a residential unit and parking unit, if any, occupied by a single family and established under the same condominium plan, provided that the said residential unit and parking unit, if any, are occupied and used by the same single family;
  - (iii) manufactured home located on a site in a manufactured home community and any other improvements located on the site owned and occupied by the person occupying the manufactured home;
  - (iv) vacant residential property zoned for the development of three dwelling units or less under the Town's Land Use Bylaw;
  - (v) vacant residential property subdivided under a registered condominium plan and intended for the development of a residential unit and parking unit, if any, to be occupied by a single family.
  - (k) "Supplementary Assessment" means an assessment made pursuant to Section 314 of the Act;
  - (I) "Supplementary Assessment Roll" means a supplementary assessment roll as defined in Section 315 of the Act.
- 4. For the purpose of the Assessment and Supplementary Assessment Rolls prepared for taxation in 2023, all Residential Assessment Class Property within the Town of Bonnyville is hereby divided into the following assessment sub-classes;
  - (a) Residential Assessment Class Property:
    - (i) Single Family Residential;
    - (ii) Multi-family Residential.
- 5. This Bylaw shall come into force and effect on the 1st day of January 2023.

	9
	Mayor
	Chief Administrative Officer
GIVEN SECOND READING this 27th day of September, A.D., 20	<b>)22</b> .
	Mayor
	Chief Administrative Officer
GIVEN THIRD AND FINAL READING this 27th day of Septembe	r, A.D., 2022.
	Mayor
	Chief Administrative Officer

INTRODUCED AND GIVEN FIRST READING this 13th day of September, A.D., 2022.



# Town of Bonnyville Request For Decision

To: Mayor and Council

**Date:** August 26, 2022

Submitted By: Administration

Decision Date: September 13, 2022

**SUBJECT:** Lakeland Lodge & Housing

Reviewed by: CAO

Foundation - Request for Letter of Support

**COMMENTS:** Administration received a letter from Connie Surgeson, Chief Administrative Officer for Lakeland Lodge and Housing Foundation requesting Town of Bonnyville Council support in the Foundations decision to demolish the Cold Lake Senior Citizen Lodge located at 303-12 Street, Cold Lake. Ms. Surgeson is also requesting that a letter be sent to Minister Josephine Pon, Minister of Seniors and Housing, stating that the Town of Bonnyville Council supports this decision.

**BACKGROUND:** The new Cold Lake Senior Citizen Lodge was completed in April of 2019 and the old Cold Lake Lodge, which is situated on the same property, became vacant at that time. The Foundation would like to update the footprint of this site to create a Campus of Care Plan but requires the old lodge to be demolished first. Ms. Surgeson has contacted the Alberta Seniors and Housing Department regarding the Foundation's desire to demolish this building but they have not received authorization from Ministry to date.

RECOMMENDATION: That Council send a letter to Josephine Pon, Minister of Seniors and Housing supporting the request from the Lakeland Lodge and Housing Foundation to demolish the vacant Cold Lake Lodge located at 303-12 Street, Cold Lake.

Renee Stoyles

General Manager of Corporate Services

Bill Rogers

Chief Administrative Officer

#### **Renee Stoyles**

From:

**Bill Rogers** 

Sent:

August 23, 2022 2:03 PM

To:

Tracy Ghostkeeper

Cc:

Renee Stoyles

Subject:

FW: Request letter of support for Lakeland Lodge and Housing Foundation

**Attachments:** 

request letter of support.pdf

For next meeting's agenda, please

Thanks!

From: Connie Surgeson < lakelan1@telus.net>

Sent: August 23, 2022 1:57 PM

To: Bill Rogers <br/>
<br/>
brogers@town.bonnyville.ab.ca>

Subject: Request letter of support for Lakeland Lodge and Housing Foundation

Hey Bill,

Please see attached request for a letter of support.

Have a great day!

Connie Surgeson

**Chief Administrative Officer** 

Lakeland Lodge and Housing Foundation

Box 7143

Bonnyville, AB T9N 2G6

Email: <u>lakelan1@telus.net</u> Office: 1(780)826-6202 Fax: 1(780)826-5085

Website: lakelandfoundation.ca



Box 7143 Bonnyville, AB T9N 2H5 Telephone: (780) 826-6202 Fax: (780) 826-5085 lakeland@telusplanet.net

August 23, 2022

Bill Rogers C.A.O Town of Bonnyville 4917-49 Avenue Bonnyville, AB T9N 2J7

Dear Mr. Rogers,

I am writing this letter to garner support from the Town of Bonnyville council and for your administration to send a letter to Minister Pon, supporting our Foundation's decision to demolish the Cold Lake Senior Citizen Lodge located at 303, 12 street.

The property is owned by Alberta Social Housing Corporation and is centrally located in Cold Lake north residential. The foundation manages three buildings on this parcel of land. Hillside Manor built in 1982 is a senior apartment building located at 1003, 3<sup>rd</sup> avenue, Cold Lake Lodge built in 2019 is located at 120, 16 Street and the Cold Lake Senior Citizen Lodge built in 1976 which is located at 303, 12<sup>th</sup> street.

The Foundation's long-term vision for the property is to develop a "campus of care" on that site. The campus of care concept is having one site that is tailored to the housing and care needs of our clients. Multiple buildings on one site with different levels of housing and health options that would support the clients needs. As the client's health and/or home needs increase they would move within the site instead of leaving our organization. Our "Campus of care" plan will ensure all our clients' needs are being met. The client would stay in a familiar setting and receive the care supports they need to keep our clients active in the community they built.

The Cold Lake Senior Citizen Lodge has been vacant since we moved into our new Lodge in April 2019. Both lodges are located on the same property and the new Lodge was built on the green space our seniors once enjoyed. The green space our seniors once enjoyed was replaced with the new building. Demolishing this vacant Lodge would allow for our Foundation to plan the footprint of our site. Which would allow for green space, walking paths and strategically planned areas for our seniors to congregate to visit.

I have made Alberta Senior and Housing department aware of our Foundation's desire to demolish the Cold Lake Lodge Senior Citizen building to make way for the development of a campus of care model. Unfortunately, I have received no authorization from our department.

My hope in writing this letter to our supporting Municipal Government partners is that you understand our Foundation's vision and support our Foundation's dream to enhance our seniors lives in their community.

Sincerely yours,

Connie Surgeson

**Chief Administrative Officer** 

# (b)

#### **REQUEST FOR DECISION**

To: Council

Date: September 6, 2022

Submitted By: Administration

Target Review Date: September 13, 2022

**SUBJECT: Letter of Support for Bonnyville** 

and District Centennial Centre

**CFEP Application** 

Reviewed By: CAO

**COMMENTS:** Administration received an email request from Les Parsons, General Manager of the Bonnyville and District Centennial Centre requesting a letter of support and confirmation of the approval of municipal funding in the amount of \$100,000.00 to be included with their Community Facility Enhancement Program (CFEP) application.

**BACKGROUND:** The C2 is applying for a CFEP grant to be used towards the Agriplex Renovation Project. If successful the CFEP grant will be used to renovate the Agriplex portion of the C2 into a second field house.

The Letter of Support confirming the Town's contribution of \$100,000 towards the project was sent to the C2 on August 31<sup>st</sup>, 2022 to ensure the deadline was met for CFEP application.

**REPORT/DOCUMENT:** Town of Bonnyville Letter of Support and Bonnyville and District Centennial Centre Email

**DESIRED OUTCOME:** That Council ratify the Letter of Support which confirms the Town's annual contribution of \$100,000.00 for capital projects.

**RELEVENCE TO STRATEGIC PLAN:** The request for a Letter of Support from the Bonnyville and District Centennial Centre is in direct correlation to Council's Strategic Plan Priority Focus Area of Recreation and Wellness as the Agriplex Renovation will repurpose the existing C2 facility to provide additional recreational amenities to suit the general public.

RECOMMENDATION: That Council ratify the Letter of Support provided to the Bonnyville and District Centennial Centre for their application to the CFEP grant for Agriplex Renovation Project.

**FINANCIAL IMPLICATION:** The Annual Capital Funding in the amount of \$100,000.00 is included in the 2022 Capital Budget.

Renee Stoyles

General Manager of Corporate Services

**Bill Rogers** 

Chief Administrative Officer



# Town of Bonnyville

It's Multi-Natural

POSTAL BAG 1006 BONNYVILLE, AB T9N 2J7 TELEPHONE: (780) 826-3496 FAX: (780) 826-4806

TOLL FREE: 1-866-826-3496

PLEASE VISIT BONNYVILLE ON THE WORLD WIDE WEB

www.bonnyville.ca

August 31, 2022

Kevin Roth, Marketing & Sale Coordinator Bonnyville & District Centennial Centre Unit 1003-4313-50<sup>th</sup> Ave Bonnyville, AB T9N 0B4

Dear Mr. Roth,

# RE: LETTER OF SUPPORT – CFEP APPLICATION FOR BONNYVILLE – COMMUNITY RECREATION HALL RENOVATION PROJECT

The Town Bonnyville has approved \$100,000 of Capital Funding for the Bonnyville & District Leisure Facility Corporation. We understand that this years funds will be used in support of their application for the Community Facility Enhancement Program Grant for the Community Recreation Hall.

The Town of Bonnyville supports this grant application to:

- Refurbish the existing space within the Centennial Centre, thus increasing functionality and potential public usage of the facility.
- Meet the growing demand for indoor sporting facilities within the Town of Bonnyville and M.D. of Bonnyville, by providing a modernized, multi-purpose recreation hall for sporting groups, special community events and spontaneous drop in use.
- Enhance the capacity of the facility with the expectation of increased revenue generation while potentially decreasing the burden on taxpayers for operation of the Centennial Centre.

The Town of Bonnyville recognizes the significant role the Centennial Centre fulfills in our community through sport, recreation, wellness and culture. We hope to see this worthwhile endeavor realized in the near future.

Sincerely,

Elisa Brosseau

Mayor

Town of Bonnyville

EB:tdg

#### **Renee Stoyles**

From:

lparsons@centennialcentre.ca

Sent:

August 31, 2022 8:57 AM

To:

Bill Rogers; Elisa Brosseau

Cc:

kroth@centennialcentre.ca; Renee Stoyles

Subject:

RE: corrected date: Town of Bonnyville - request for letter of support & confirmation of

funding for C2 - CFEP grant application

Thank You!

From: Bill Rogers <br/> strogers@town.bonnyville.ab.ca>

Sent: August 31, 2022 7:55 AM

**To:** lparsons@centennialcentre.ca; Elisa Brosseau <ebrosseau@town.bonnyville.ab.ca> **Cc:** kroth@centennialcentre.ca; Renee Stoyles <rstoyles@town.bonnyville.ab.ca>

Subject: RE: corrected date: Town of Bonnyville - request for letter of support & confirmation of funding for C2 - CFEP

grant application

Les, we will get you one by the end of day today...We will just have Co8ncil ratify it on the 13th...

Bill

Bill Rogers, CLGM Chief Administrative Officer Town of Bonnyville

Tel: (780) 826-3496 Fax: (780) 826-4806

brogers@town.bonnyville.ab.ca

From: <a href="mailto:lparsons@centennialcentre.ca">lparsons@centennialcentre.ca</a>

Sent: August 31, 2022 7:01 AM

To: Elisa Brosseau <ebrosseau@town.bonnyville.ab.ca>; Bill Rogers <br/>
brogers@town.bonnyville.ab.ca>

Cc: kroth@centennialcentre.ca

Subject: corrected date: Town of Bonnyville - request for letter of support & confirmation of funding for C2 - CFEP grant

application

Howdy Again!

Sorry. I sent you the wrong date for my request.

We need the letter by this Thursday September 1st (not October 1st).

This funding was previously approved back a year ago in our 2022 budget. There is no need to take this to council.

All CFEP wants is a letter confirming the funding, to go with our updated CFEP grant application.

Thanks Again, Les

From: Bill Rogers < brogers@town.bonnyville.ab.ca>

Sent: August 30, 2022 7:27 PM

To: <a href="mailto:lparsons@centennialcentre.ca">lparsons@centennialcentre.ca</a>; Elisa Brosseau <a href="mailto:ebrosseau@town.bonnyville.ab.ca">ebrosseau@town.bonnyville.ab.ca</a>

Cc: kroth@centennialcentre.ca

Subject: Re: Town of Bonnyville - request for letter of support & confirmation of funding for C2 - CFEP grant application

Hi Les! We can take this to council on the 13th do shouldn't be a problem.

Bill

From: <a href="mailto:lparsons@centennialcentre.ca">lparsons@centennialcentre.ca</a>

Sent: August 30, 2022 4:47 PM

To: 'Elisa Brosseau' <ebrosseau@town.bonnyville.ab.ca>; 'Bill Rogers' <br/>brogers@town.bonnyville.ab.ca>

Cc: kroth@centennialcentre.ca

Subject: RE: Town of Bonnyville - request for letter of support & confirmation of funding for C2 - CFEP grant application

Howdy Bill & Elisa!

+ Kevin...Marketing & Sales, responsible for our CFEP grant application.

Sorry to bother you both, knowing how busy you are, dealing with everyone who needs your attention.

I hope one, of either of you two, are able to provide us with a letter by this Thursday October 1st.

Please email your letter to both Kevin & myself.

Thanks, Les

From: lparsons@centennialcentre.ca <lparsons@centennialcentre.ca>

Sent: August 25, 2022 4:35 PM

To: 'Elisa Brosseau' <ebrosseau@town.bonnyville.ab.ca>; 'Bill Rogers' <brogers@town.bonnyville.ab.ca>

Subject: Town of Bonnyville - request for letter of support & confirmation of funding for C2 - CFEP grant application

Howdy Bill & Elisa!

Our C2 is in the process of applying for a Community Facility Enhancement Program (CFEP) Grant for our Agriplex Renovation Project.

They have requested a letter from both ourTown of Bonnyville and MD of Bonnyville, **confirming the approval of municipal funding of \$100,000** from each municipality towards our project.

All we need is a letter addressed to the C2, from both of our municipal partners, with the following information below. I hope that either one of you two are able to write & sign your letter, and send it back to me as soon as possible, tomorrow or early next week.

Thank You! Les

\*\*\* Below is a copy of the letter our MD submitted last year with our 2021 CFEP application, which was signed by Reeve Greg Sawchuk. Please feel free to use the same information or adapt it, with your own wordking:

August 2022

Kevin Roth, Marketing & Sale Coordinator Bonnyville & District Centennial Centre Unit 1003-4313-50<sup>th</sup> Ave Bonnyville, AB T9N 0B4

Dear Mr Roth,

RE: CEFP Application for Bonnyville - Community Recreation Hall Renovation Project

The Town Bonnyville has approved \$100,000 of Capital Funding for the Bonnyville & District Leisure Facility Corporation's application to the Community Facility Enhancement Program Grant for the Community Recreation Hall Renovation Project. This \$100,000 is our 2022 Annual Capital Funding Budget for the Centennial Centre, allocated towards this Renovation Project.

The Town of Bonnyville supports this grant application for its work to:

- Refurbish the existing space within the Centennial Centre, thus increasing functionality and potential public usage of the facility.
- Meet the growing demand for indoor sporting facilities within the Town of Bonnyville and M.D. of Bonnyville, by providing a modernized, multi-purpose recreation hall for sporting groups, special community events and spontaneous drop in use.
- Enhance the capacity of the facility with the expectation of increased revenue generation while potentially decreasing the burden on taxpayers for operation of the Centennial Centre.

The Town of Bonnyville recognizes the significant role the Centennial Centre fulfills in our community through sport, recreation, wellness and culture. We hope to see this worthwhile endeavor realized in the near future.

Sincerely,

Elisa Brosseau Mayor

#### **REQUEST FOR DECISION**



To: Council

Date: September 7, 2022

Submitted By: Administration

Target Review Date: September 13, 2022

**SUBJECT:** Northern Lights Library System

Reviewed By: CAO

Advocacy Letter Endorsement

**COMMENTS:** Attached is an email that was forwarded from Councillor Sharun from James MacDonald, Executive Director of the Northern Lights Library System (NLLS). The NLLS recently sent a letter to Minister McIver requesting additional funding for library services and would like endorsement of these letters from the Library Boards and Chairs. Councillor Sharun has suggested in his email that Council consider sending a letter as well.

Should Council choose to send a letter to advocate for increased Library Services funding, NLLS has suggested that the letters include the following:

- Reference to NLLS Letter and Endorsement of the Letter
- The fact that Provincial Funding has not increased since 2015
- Funding Increases have been borne by local Municipalities
- Changes in the Population List Used to Calculate the Library Grant is Insufficient and Outdated
- Additional Stress has been added to Library Services and the Municipalities who fund them due to Rising Inflation Costs

REPORTS/DOCUMENT: Email from Councillor Sharun and NLLS Letter to Minister McIver

**KEY ISSUE(S)/CONCEPT:** To request Council's decision regarding sending a letter to the Provincial Government to advocate for increased funding for Library Services.

**DESIRED OUTCOME:** That Council choose to send a letter to the Provincial Government advocating for increased funding for Library Services. In the past few years, expenses have increased for Library Services and these increases have been borne by local Municipalities. As well, population numbers used up to 2022 were outdated and different than the population numbers used to calculated other Provincial Grants.

**ALTERNATIVES:** Do not send a letter to advocate for increased Library Services funding.

**RELEVENCE TO STRATEGIC PLAN:** Although not in direct correlation to Council's Strategic Plan, library services is a value-added service that adds to the quality of life to the residents of Bonnyville and surrounding area.

RECOMMENDATION: That Council direct Administration to send a letter to Minister McIver to advocate for increased Library Services funding and endorse the letter sent by the NLLS dated August 31, 2022.

Renee Stoyles

**General Manager of Corporate Services** 

Bill Rogers

**Chief Administrative Officer** 

#### **Renee Stoyles**

From:

David Sharun

Sent:

September 5, 2022 9:46 PM

To:

Bill Rogers; Renee Stoyles

Subject:

FW: Advocacy Letter Endorsement [Action Requested]

**Attachments:** 

2022-08-30-funding-request.pdf

Can you please add this to our next council meeting if you see the need. Perhaps we should be sending an letter as well?

David Sharun Councillor – Town of Bonnyville 306-830-6766

From: James MacDonald < jmacdonald@nlls.ab.ca>

Sent: September 2, 2022 1:18 PM

To: Library Board Chairs < libraryboardchair@nlls.ab.ca>
Subject: Advocacy Letter Endorsement [Action Requested]

Dear Chair and Library Board,

Northern Lights Library Board recently sent a letter to Minister McIver requesting additional funding for library services. We've attached the letter for your perusal. We invite you to endorse our letter by sending a letter of your own. Support for our request will directly support funding for your local library.

To maximize the impact of these letters we ask that you write your own letter. Please use our letter as information rather than sending a form letter.

We hope you will include the following points in your letter:

- Reference and endorse our letter
- Provincial funding has not increased since 2015
- Local municipalities continue to increase funding to their libraries
- A change in the population list used to calculate grants is insufficient
- Rising inflation is putting stress on library services and the municipalities that fund them

We understand that the provincial government will be entering the budgeting process shortly. We encourage you to write your letters soon. We appreciate your support.

Please address letters to:

Hon. Ric McIver

Deputy Leader, Minister of Transportation and Minister of Municipal Affairs Government of Alberta

CC: Greg Smith, Chief of Staff for Ric McIver, Minister of Municipal Affairs, Government of Alberta, <a href="mailto:greg.smith@gov.ab.ca">greg.smith@gov.ab.ca</a>

CC: Vicky Lefebvre, Board Chair, Northern Lights Library System, <a href="mailto:imacdonald@nlls.ab.ca">imacdonald@nlls.ab.ca</a>

Thank you,

# James MacDonald MLIS, DAS Executive Director | Northern Lights Library System

E <u>imacdonald@nlls.ab.ca</u> | <u>www.nlls.ab.ca</u>

P 780.545.5072

Our workplace is situated on Treaty 6 territory, traditional lands of First Nations and Métis peoples.

5615 - 48 Street, Postal Bag 8, Elk Point, Alberta TOA 1A0 Tel (780) 724-2596 Fax (780) 724-2597 Info@nlls.ab.ca

Hon. Ric McIver
Deputy Leader, Minister of Transportation and Minister of Municipal Affairs
Government of Alberta

CC: Greg Smith, Chief of Staff for Ric McIver, Minister of Municipal Affairs, Government of Alberta

August 31, 2022

Dear Minister McIver,

The Northern Lights Library System, the 55 municipalites and the Indigenous communities it represents, would like to thank you for your ongoing support of libraries in our province and especially in our rural communities. Your choice to maintain consistent funding for libraries in the face of economic instability is applauded and welcomed. Thank you.

We are aware you have received a number of letters from across the province regarding library funding. Some have suggested updating the population list used to calcualte library grant funding. Others have rightly pointed out, that change alone would be insufficient in meeting the needs of rural municipalities that do not have rapidly growing populations but still feel the pressure of rising inflation. We recognize that funding models are complicated but support the request for further funding so libraries can continue to meet the needs of Albertans.

A simple shift to the population numbers used to calculate the grants will not meet the increasing demands on library services in rural Alberta. Most of our municipalities face a reduced or static tax base. Despite this, and for good reasons, local municipalities have made increasing investments in library services. Northern Lights Board has prepared a 4-year projected budget and is asking municipalities to commit to a modest levy increase each year to meet the demands of inflation.

The last increase from the province to library system grants was in 2015 when it moved from \$4.60 to \$4.70 (10 cents) per resident. Since that time our municipalities have raised their contributions by 29 cents per resident. We are asking the provincial government to commit with local municipalities to increase funding to at least meet inflation. Meeting inflation will ensure our libraries can continue to provide the services they do today. Greater funding would allow libraries to reach more Albertans, especially our underseved populations.

We are asking our local governments to recognize that cost increases are inevitable and to assist libraries in planning and preparing for the future. Modest, committed increases, will ultimately save Albertans money while ensuring sustainable services. We appeal to the province to meet their municipal partners in increasing funding for library services.

Respectfully,

Vicky Lefebvre Board Chair

**Northern Lights Library System** 

#### **REQUEST FOR DECISION**



To: Council Date: September 6, 2022

Submitted By: Administration Target Review Date: September 13,

2022

SUBJECT: BYLAW 1403-13 – ATCO Electric Reviewed by: CAO

Distribution Services and Franchise Agreement

**BACKGROUND:** The Electric Distribution System Franchise agreement was approved by Bylaw No. 1403-13 on August 27<sup>th</sup>, 2013. Bylaw No. 1403-13 states that the Town desires to grant and ATCO desires to obtain, an exclusive franchise to provide distribution access services withing the Town for a period of ten (10) years subject to the right of renewal as set forth in the said agreement.

**COMMENTS**: An email was received from Sharla McCullough, Customer Representative with ATCO on August 2<sup>nd</sup>, 2022 advising that the current Electric Distribution Franchise Agreement between ATCO and Town is due to expire on September 9<sup>th</sup>, 2023. As per Section 3 of the agreement, ATCO is to provide written notice of not less than 12 months prior to the expiration of the initial term of its intent to renew the agreement. The email was formal notice of ATCO's intent to extend the Electric Franchise Agreement with the Town of Bonnyville.

**REPORT/DOCUMENT:** Email and Letter from Sharla McCullough, ATCO Electric, Bylaw No. 1403-13 and Franchise Agreement with ATCO Electric.

**KEY ISSUE(S)/CONCEPT:** To request Council's approval to renew the ATCO Electric Franchise Agreement for an additional five (5) year term.

**DESIRED OUTCOME:** That Council approve the renewal of the ATCO Electric Franchise Agreement for an additional five (5) year term to September 9<sup>th</sup>, 2028.

**ALTERNATIVES:** Do not renew the Franchise Agreement with ATCO Electric for an additional five (5) year term.

RECOMMENDATION: That Council approve to renew the ATCO Electric Franchise Agreement for an additional five (5) year term.

Renee Stoyles

**General Manager of Corporate Services** 

Bill Rogers

Chief Administrative Officer

#### **Renee Stoyles**

From:

**Bill Rogers** 

Sent:

August 2, 2022 3:07 PM McCullough, Sharla

To: Cc:

Melnyk, Darren; Renee Stoyles

Subject:

RE: Franchise Agreement - 5 Year Extension

Thanks very much Sharla, we will review...

Bill

Bill Rogers, CLGM Chief Administrative Officer Town of Bonnyville

Tel: (780) 826-3496 Fax: (780) 826-4806

brogers@town.bonnyville.ab.ca

From: McCullough, Sharla <Sharla.McCullough@atco.com>

Sent: August 2, 2022 3:06 PM

Good Afternoon Bill,

The current Electric Distribution Franchise agreement between ATCO Electric and the Town of Bonnyville expires on September 9, 2023. In accordance with Section 3 the agreement can be extended for an additional 5 years, provided ATCO gives written notice not less than 12 months prior to the expiration of the initial term of its intent. Please accept this as ATCO Electric's formal notice of our intent to extend the Electric Franchise Agreement with the Town of Bonnyville. If the Town of Bonnyville would like to extend for an additional 5 years please return the attached 5 year extension acknowledgment to ATCO by March 9, 2023.

If there are any questions about the extension please let me know.

Thank you,

#### Sharla McCullough

Customer Representative Electricity

P. 587 201 4707 F. 780 826 6777

A. 5402 54 Avenue, Bonnyville AB T9N 2K5

ATCO.com Facebook Twitter LinkedIn





August 2, 2022

Town of Bonnyville 4917 49 Avenue Bonnyville, AB T9N 2J7

Re: Municipal Electric Distribution System Franchise Agreement – 5-Year Extension

In accordance with Section 3 of the Electric Distribution System Franchise Agreement (the Agreement) between ATCO Electric Ltd. (ATCO) and the Town of Bonnyville effective September 9, 2013, the Agreement shall be extended for a further period of 5 years, provided ATCO gives written notice not less than 12 months prior to the expiration of the initial term of its intention to extend the Agreement and the Town of Bonnyville agrees in writing not less than six months prior to the expiry of the initial term.

ATCO provided notice of its intention to extend the Agreement in accordance with Section 3 via email dated August 2, 2022. If the Town of Bonnyville agrees with this extension for an additional 5-year term, please sign the acknowledgement below and return to the undersigned by <u>March 9, 2023 (no less than 6 months prior to the September 9, 2023 expiry date) of the current Agreement.</u>

Feel free to call with any questions or concerns.

Sincerely

Sharla McCullough, Customer Sales Representative ATCO Electric 587-201-4707 Sharla.mccullough@atco.com



# Electric Distribution Franchise Agreement Extension Acknowledgment

The Town of Bonnyville hereby agrees to extend the Electric Distribution System Franchise Agreement (the Agreement) between ATCO Electric Ltd. and Town of Bonnyville, in accordance with Section 3 of the Agreement, for a 5-year term which will become effective upon the September 9, 2023 expiry date of the initial term of the Agreement.

Town of Bonnyville	
PER:	Date:
Elisa Brosseau, Mayor	
PER:	Date:
Bill Rogers, CAO	
ATCO Electric Ltd.	
PER:	Date:
Kevin Burgemeister, Vice President, Operations	
,	
PER:	Date:
	Date:

#### **BYLAW NO. 1403-13**

#### OF THE

#### TOWN OF BONNYVILLE

A BYLAW OF THE TOWN OF BONNYVILLE IN THE PROVINCE OF ALBERTA (the "Municipality")TO AUTHORIZE THE MAYOR AND CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN AGREEMENT GRANTING ATCO ELECTRIC LTD., (the "Company"), THE RIGHT TO PROVIDE DISTRIBUTION ACCESS SERVICES WITHIN THE MUNICIPALITY.

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

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

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

### NOW THEREFORE THE MUNICIPAL COUNCIL OF THE TOWN OF BONNYVILLE IN THE PROVINCE OF ALBERTA DULY ASSEMBLED ENACTS AS FOLLOWS:

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

Page 1 of 2

<ol> <li>That this Bylaw repeals Bylaw No. 1 Franchise Agreement.</li> </ol>	212-02 - Electric Distribution
INTRODUCED AND GIVEN FIRST, A.D., 2013.	READING this 23rd day of
	Mayor  Mayor  Chief Administrative Officer
GIVEN SECOND READING this 27	day of <u>August</u> , A.D., 2013.  Mayor  Mayor  Chief Administrative Officer
GIVEN THIRD AND FINAL READING this _ 2013.	27th day of August, A.D.,
	Mayor  Chief Administrative Officer



### **Town of Bonnyville**

Franchise Agreement with ATCO Electric Ltd.

August 7, 2013

The Alberta Utilities Commission

Decision 2013-290: Town of Bonnyville Franchise Agreement with ATCO Electric Ltd. Application No. 1609687 Proceeding ID No. 2666

August 7, 2013

#### Published by

The Alberta Utilities Commission Fifth Avenue Place, Fourth Floor, 425 First Street S.W. Calgary, Alberta T2P 3L8

Telephone: 403-592-8845 Fax: 403-592-4406

Website: www.auc.ab.ca

Calgary, Alberta

Town of Bonnyville Franchise Agreement with ATCO Electric Ltd.

Decision 2013-290 Application No. 1609687 Proceeding ID No. 2666

#### 1 Introduction

- 1. On June 18, 2013, the Alberta Utilities Commission (the AUC or the Commission) received an application from the Town of Bonnyville (Bonnyville) and ATCO Electric Ltd. (ATCO Electric) requesting approval to renew their electric distribution franchise agreement (franchise agreement) for a period of 10 years with the option for two five-year extensions. The renewed franchise agreement is attached as Appendix 1 to this decision and is based on a standard agreement which was approved by the AUC in Decision 2012-255.
- 2. The AUC published the notice of application on the AUC website on June 28, 2013, and in the Bonnyville Nouvelle on July 9, 2013. If anyone had concerns or objections they were directed to file a submission with the AUC by July 23, 2013. The AUC has processed this application without further notice as no objections were received.

#### 2 Franchise agreement

- 3. The municipality determines the level of the franchise fee, which is the consideration paid by the utility for the exclusive right to provide electric service to customers within the municipality. The municipality may also collect linear property taxes from the utility. Franchise fees and linear property taxes are a cost of ATCO Electric doing business in the municipality, and these costs are recovered from electricity customers in the municipality.
- 4. Bonnyville completed first reading of Bylaw No. 1403-13, which authorized the municipality to execute a new franchise agreement with ATCO Electric to provide distribution service within Bonnyville.
- 5. In the franchise agreement, Bonnyville proposed to maintain the franchise fee of 6.8 per cent of the delivery revenue received by ATCO Electric. In addition to the collection of the franchise fee, Bonnyville has also opted to continue the receipt of linear property taxes from ATCO Electric. With the franchise fee and linear property taxes combined, the monthly cost for an average residential customer is forecast to remain at \$6.88.

Decision 2012-255: Town of Hinton, New Franchise Agreement Template and Franchise Agreement with Fortis Alberta Inc., Application No. 1608547, Proceeding ID No. 1946, September 28, 2012.



- 6. The term of the franchise agreement is 10 years with the option for two five-year renewals, for a potential maximum term of 20 years. In accordance with Section 45 of the *Municipal Government Act*, RSA 2000, c. M-26, a council may grant exclusive right to provide a utility service in all or part of the municipality with a term not exceeding 20 years. The Commission finds that the term of this agreement is in accordance with the legislated time frame.
- 7. The franchise fee can be changed once annually at the sole discretion of Bonnyville to a maximum of 20 per cent in accordance with articles 5(b) and 5(c), of the franchise agreement. The Commission agrees with these provisions, which were approved in the standard agreement in Decision 2012-255.
- 8. Therefore, pursuant to Section 45 of the Municipal Government Act, Section 106 of the Public Utilities Act, RSA 2000, c. P-45 and Section 139 of the Electric Utilities Act, SA 2003, c. E-5.1, the Commission approves the franchise agreement and finds the right granted by Bonnyville to ATCO Electric to be necessary and proper for the public convenience and properly serves the public interest.
- 9. The Commission also approves the continued collection of linear property taxes as part of the franchise agreement pursuant to Section 353 of the *Municipal Government Act*. The linear property tax rate for Bonnyville is 0.9 per cent.

#### 3 Riders

- 10. Franchise fees and linear property taxes are collected through ATCO Electric's Rider A. ATCO Electric indicated that as a result of the proposed agreement, no changes to ATCO Electric's Rider A are required. The Commission has attached Rider A as Appendix 2 to this decision.
- 11. The property tax rate for Bonnyville changes on an annual basis. The linear property tax rate of 0.9 per cent, was acknowledged by Commission letter dated February 14, 2013 in Application No. 1609302.
- 12. In accordance with Section 125 of the *Electric Utilities Act*, and based on the approval of the franchise agreement in this decision, the Commission approves Rider A and finds the amounts to be just and reasonable.

#### 4 Order

- 13. It is hereby ordered that:
  - (1) A copy of Bylaw No. 1403-13 shall be filed with the AUC after third reading along with a copy of the executed franchise agreement.
  - (2) The continuing franchise fee and linear property tax for Bonnyville as indicated on Rider A is approved and is attached as Appendix 2 to this decision.
  - (3) Any changes in the level of the franchise fee pursuant to the provisions in Article 5(b) of the franchise agreement are required to be filed with the AUC for



- acknowledgement on or before the date that the rate comes into effect, including an updated Rider A schedule.
- (4) Prior to implementing any change in the franchise fee, customers shall be notified of the change in the franchise fee through the publication of a notice in the newspaper having the widest circulation in Bonnyville at least 45 days prior to the implementation of the revised franchise fee. A copy of the notice shall be filed with the AUC.

Dated on August 7, 2013.

The Alberta Utilities Commission

(original signed by)

Neil Jamieson Commission Member

# Appendix 1 - Town of Bonnyville franchise agreement with ATCO Electric Ltd.

(return to text)

Appendix 1 Franchise agreement

(consists of 34 pages)

# Appendix 2 - Rider A with respect to the Town of Bonnyville

(return to text)

Appendix 2 - Rider A

(consists of 1 page)

# **ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

# BETWEEN

Town of Bonnyville

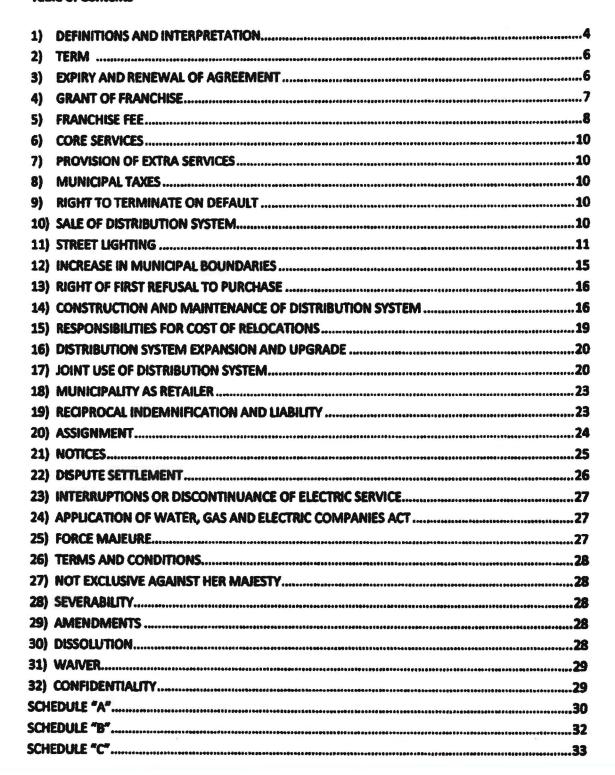
- AND -

**ATCO Electric Ltd.** 



## Pega 2

### **Table of Contents**







## **ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

THIS AGREEMENT made effective the 9th day of September, 2013

BETWEEN:

Town of Bonnyville,
a Municipal Corporation located in the Province of Alberta
(the "Municipality")

OF THE FIRST PART

- and -

ATCO Electric Ltd.,
a body corporate and public utility with its
head office in the Edmonton in the Province of Alberta
(the "Company")

OF THE SECOND PART

### WHEREAS:

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

# **NOW THEREFORE:**

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



Page 4

### 1) DEFINITIONS AND INTERPRETATION

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

- a) "Commission" means the Alberta Utilities Commission, as established under the Alberta Utilities Commission Act (Alberta);
- b) "Company" means the Party of the second part to this Agreement and includes its successors and assigns;
- "Construct" means constructing, reconstructing, upgrading, extending, relocating or removing any part of the existing Distribution System or proposed Distribution System;
- d) "Consumer" means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Electric Distribution Service by the Company pursuant to the Company's Distribution Tariff;
- e) "Core Services" means all those services set forth in Schedule "A";
- f) "Detailed Street Light Patrol" means a detailed street light patrol of Companyowned street lights conducted by the Company on a schedule reasonably determined by the Company from time to time, currently a seven to nine year cycle as at the date of this Agreement;
- g) "Distribution System" means any facilities owned by the Company which are used to provide Electric Distribution Service within the Municipal Service Area, and, without limiting the generality of the foregoing, shall include street lighting, where applicable, and poles, fixtures, luminaires, guys, hardware, insulators, wires, conductors, cables, ducts, meters, transformers, fences, vaults and connection pedestals, excluding any transmission facilities as defined in the EUA;
- h) "Distribution Tariff" means the Distribution Tariff prepared by the Company and approved by the Commission on an interim or final basis, as the case may be;
- "Electric Distribution Service" means electric distribution service as defined in the EUA:
- j) "Electronic Format" means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- k) "EUA" means the Electric Utilities Act (Alberta);
- "Extra Services" means those services set forth in Schedule "B" that are requested by the Municipality for itself or on behalf of a Consumer and provided by the Company in accordance with Article 7;
- m) "First Subsequent Term" means the Term of this Agreement as set out in Article 3;
- n) "HEEA" means the Hydro and Electric Energy Act (Alberta);



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

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



# 2) TERM

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

- a) First day of January, 2013 or
- b) the first day after both of the following have occurred:
  - i) Commission approval of this Agreement; and
  - ii) the Municipality having passed third reading of the applicable adopting bylaw 1403-13

## 3) EXPIRY AND RENEWAL OF AGREEMENT

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

- a) During the first (1st) year following the expiration of the initial Term all the rights and obligations of the parties under this Agreement shall continue to be in effect. Following the expiration of the First Subsequent Term, the Parties agree that this Agreement may be extended for an additional five (5) year term (the "Second Subsequent Term") commencing at the end of the First Subsequent Term, provided that one of the Parties shall provide notice to the other Party of its wish to extend this Agreement for the Second Subsequent Term and the other Party confirms, no later than one (1) year prior to the end of the First Subsequent Term, that it also wishes to extend the Term of this Agreement for the Second Subsequent Term.
- b) If the Municipality has not provided notice to the Company to exercise its right under Article 10 to require the Company to sell the Distribution System within the Municipal Service Area to the Municipality, either Party may submit any items in dispute pertaining to the entering into of a new agreement to binding arbitration before the Commission who shall determine the terms of the new agreement;
- c) Unless either Party has provided notice to the other Party of its intent to terminate or to extend this Agreement, following any expiration of any Term, the respective rights and obligations of the Parties under this Agreement shall continue to be in effect for a period of one (1) year following the expiration of the applicable Term in order to provide the Parties with a reasonable opportunity to negotiate a subsequent agreement:



- d) Commencing one (1) year following the expiration or termination of any Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph b), this Agreement shall continue to be in effect but shall be amended to provide for the following:
  - i) the franchise fee percentage used to calculate the franchise fee payable by the Company under Article 5 shall be reduced to fifty percent (50%) of the average annual franchise fee percentage used to calculate the franchise fee paid by the Company to the Municipality for the previous five (5) calendar years; and
  - ii) the costs of any relocation requested by the Municipality pursuant to Article 15 shall be paid by the Municipality.

## 4) GRANT OF FRANCHISE

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

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

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



all reasonable fees, costs and disbursements of external legal counsel incurred by the Municipality in expending such good faith efforts.

# b) The Company agrees to:

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

# 5) FRANCHISE FEE

### a) Calculation of Franchise Fee

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

For the first (1<sup>st</sup>) calendar year of the Term of this Agreement, the franchise fee percentage shall be six and eight tenths percent (6.8%).

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

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



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# b) Adjustment to Franchise Fee

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

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

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

## c) Franchise Fee Cap

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

# d) Adjustment to Franchise Fee Cap

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

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

### e) Payment of Franchise Fee

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

### f) Reporting Considerations

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



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## 6) CORE SERVICES

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

## 7) PROVISION OF EXTRA SERVICES

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

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

### 8) MUNICIPAL TAXES

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

### 9) RIGHT TO TERMINATE ON DEFAULT

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

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

### 10) SALE OF DISTRIBUTION SYSTEM

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



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

## 11) STREET LIGHTING

## a) investment Option Rate

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

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

## i) In the event that:

- A. the Company, in its sole discretion, reasonably exercised, decides to change its classifications of what constitutes standard street lighting in its inventory and such change has relevance to the classes of street lights used by the Municipality, then the Company shall provide one (1) year's prior written notice to the Municipality of its intention to effect such a change and will use its commercially reasonable good faith efforts to determine appropriate alternative sources of such equipment, and arrangements for the associated maintenance, for the Municipality; and
- B. a change in the classifications of what constitutes standard street lighting in the Company's inventory arises as a result of the actions of any third party and such change has relevance to the classes of street lights used by the Municipality, then forthwith upon becoming aware that such a change is forthcoming, the Company shall provide notice to the Municipality of the forthcoming change and will use its commercially reasonable good faith efforts to determine reasonable alternatives for such equipment, and arrangements for the associated maintenance, for the Municipality.

### H) If:

- A. the Municipality requests street lighting that is not part of the standard offering of the Company at the time;
- B. the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable



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

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

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

The time periods and deadlines contained in Schedule "C" shall be extended for investment-rate, non-standard street lighting for the period of time, if any, the Company is waiting for receipt of non-standard equipment, supplies and materials from the Municipality.

## b) No-investment Option Rate

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

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

The Municipality has the option to convert all street lighting on the Company noinvestment option street light rate to the Company investment option rate upon
providing sixty (60) days written notice to the Company. Where such option is
exercised, the Municipality has the right to obtain the Company investment for such
street lighting up to the maximum Commission-approved Company investment
levels for such street lighting. For the purpose of clarity, any calculation of
"Commission-approved Company investment level" for street lighting in this
Agreement shall be determined at the time of conversion of the applicable street
lighting. The investment for street lighting shall be calculated according to the
following formula:



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

### Where:

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

N = the age of the street light in years.

The Company will invest in all, but, unless otherwise decided by the Company in its sole discretion, not less than all, no-investment option street lighting within the Municipal Service Area that is converted to the investment option rate. The Company, in consultation with the Municipality, may use the average age of street lights and the average contributions made by the Municipality in calculating refunds.

Once all the street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company shall provide and maintain such street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for investment street lighting, and as set out in Schedule "C" of this Agreement.

### d) Street Light Rates

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

## e) Municipality Owned Street Lighting

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

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

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



iii) such street lighting will be separately metered, provided that this provision will not necessarily require individual street lights to be separately metered.

# f) Street Light Inventory

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

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

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

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

## g) Detailed Street Light Patrol

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

As of the date of this Agreement, Detailed Street Light Patrols will be conducted by the Company on a seven to nine year cycle. In the event that the Company wishes



to change the scheduling of this cycle, no such change in schedule will be effective without:

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

# 12) INCREASE IN MUNICIPAL BOUNDARIES

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

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

the Municipality shall have the right to:

- i) purchase the portion of the Distribution System within the increased area provided that the Municipality gives notice in writing to the Company of its intention to purchase within ninety (90) days of the effective date of the increase in area. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination;
- ii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area, except that, and subject to Commission approval, the Municipality may require the Company to charge the Consumers within the increased area a different franchise fee percentage; or
- iii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or otherwise, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area. In the event that the Municipality increases its area and the result is that a third party (including an REA) owns, operates or controls any existing electrical distribution facilities or lighting within the newly increased area, the Municipality agrees that it will support the Company's efforts to purchase the electrical distribution facilities or, to the extent that it has the authority to do so,



otherwise require such third party to sell such facilities to the Company, unless the Municipality otherwise exercises its rights under this Article, however, nothing in this Article will require the Municipality to take any action which will directly prevent the annexation from being approved.

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

## 13) RIGHT OF FIRST REFUSAL TO PURCHASE

- a) if during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of or purchase the Distribution System which the Company is willing to accept, then the Company shall promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality shall during the next ninety (90) days, have the right of first refusal to operate, take control of or purchase the Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.
- b) This right of first refusal only applies where the offer pertains to the Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

### 14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM

### a) Municipal Approvai

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

in the event that the Municipality uses such Plans and Specifications for any purposes whatsoever other than for the granting of an approval under this Article, the Municipality acknowledges and agrees that the Company shall not be liable for any liability, actions, demands, claims, damages, losses and expenses (including all



legal fees, costs and disbursements) whatsoever as a result of the Municipality's use of or reliance upon such Plans and Specifications.

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

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

For the purposes of obtaining the approval of the Municipality for Major Work under this Agreement, the Company will provide the Municipality with the Plans and Specifications for the proposed Major Work in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System. Notwithstanding anything to the contrary that may be contained in any approvals granted under this Agreement, as liability and indemnification are dealt with under the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, the Company and the Municipality agree that any approval granted under this Agreement that incorporates an indemnity provision different than the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, shall, to the extent necessary to eliminate such difference, be deemed to be rejected and shall form no part of the agreement between the Company and the Municipality regarding the subject matter of this Agreement unless such approval:

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

# b) Restoration of Municipal Property

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



reasonably. The Company shall, where reasonable and prudent, locate its poles, wires, conduits and cables down, through and along lanes in preference to streets.

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

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

## c) Urgent Repairs and Notification to Municipality

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

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

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

The Company shall be solely responsible for locating, or causing to be located, all existing utilities or utility lines on or adjacent to the work site. The Company shall notify all other utility asset operators and ensure that utilities and utility lines are staked prior to commencement of construction. Unless the Municipality has staked such utility assets and lines, staking shall not be deemed to be a representation or warranty by the Municipality that the utility assets or lines are located as staked.



The Municipality shall not be responsible for any damage caused by the Company to any utility assets or any third party as a result of the Company's Work, unless the Municipality has improperly staked the utility assets or lines. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

# e) Revised Plans and Specifications

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

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

# f) Approvals

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

## 15) RESPONSIBILITIES FOR COST OF RELOCATIONS

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



determine the increased notice period that may be required beyond one (1) year for major relocations.

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

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

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

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

## 16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE

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

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

## 17) JOINT USE OF DISTRIBUTION SYSTEM

### a) Municipal Use

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



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charge by the Company to the Municipality, provided at all times that such use compiles with the intended use.

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

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the rights of way by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the rights of way of the Municipality, at no charge by the Company to the Municipality, provided at all times that such use of the rights of way complies with the intended use.

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

## b) Third Party Use and Notice

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

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

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

Providing the Company has not precluded the Municipality's ability to obtain compensation or has entered restrictive agreements with any third parties using any



Municipal Property, the Municipality agrees that the procedure outlined above shall apply only to agreements made after January 1, 2011.

## c) Cooperation

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

## d) Payment

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

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

## e) Provision of Agreements

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

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

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

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

### f) Compensation for Costs

Subject to Article 17c), in the event that either Party to this Agreement is required by law to appear before any applicable regulatory authority, including the Canadian Radio-television and Telecommunications Commission ("CRTC"), the Commission, or a court of law, as a direct result of the actions of the other Party (the "Denying Party") relating to the denial of use to a third party of any part of the Distribution



System, then the Denying Party shall pay all reasonable and necessary legal costs incurred by the other Party that are directly related to any such regulatory or judicial proceeding.

# 18) MUNICIPALITY AS RETAILER

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

# 19) RECIPROCAL INDEMINIFICATION AND LIABILITY

- a) it is intended that this provision create reciprocal rights and obligations between the Company and the Municipality.
- b) The Company, as an owner of the Distribution System, is provided liability protections under the EUA, and nothing in this Agreement is intended to abrogate, alter or diminish the liability protections granted to the Company under the EUA. The Company further acknowledges and agrees that the liability protection provisions, if any, under the EUA shall apply, with the necessary changes, to the Municipality with reciprocal rights thereunder.
- c) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
  - i) any breach by the Company of any of the provisions of this Agreement; or
  - the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- d) The Municipality shall indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all fiability, 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
  - the negligence or wilful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, that has a direct adverse effect on the Electric Distribution Service of the Company.



e) In accordance with the liability protections under the EUA, notwithstanding anything to the contrary herein contained, in no event shall the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any loss or damage other than direct loss or damage, howsoever caused or contributed to. For the purpose of this Article, "direct loss or damage" does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special or consequential loss or damage whatsoever, arising out of or in any way connected with this Agreement or the actions or omissions of the Company or the Municipality.

### 20) ASSIGNMENT

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

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

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

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



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

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

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

## 21) NOTICES

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

a) To the Company:

ATCO Electric Ltd.

Address:

P.O. Box 2426, 10035-105 Street

Edmonton, Alberta, TSJ 2V6

Facsimile:

780-420-7400

Attention:

**Vice President Distribution Operations** 

b) To the Municipality:

**Town of Bonnyville** 

Address:

4917 - 49 Avenue, Bag 1006

Bonnyville, Alberta T9N 217

Facsimile:

780-826-4806

Attention:

**Chief Administrative Officer** 

- c) The date of receipt of any such notice as given above shall be deemed to be as follows:
  - i) in the case of personal service, the date of service:
  - ii) in the case of registered mail, the seventh (7<sup>th</sup>) business day following the date of delivery to the Post Office, provided, however, that in the event of an interruption of normal mail service, receipt shall be deemed to be the seventh (7<sup>th</sup>) day following the date on which normal service is restored; or
  - iii) in the case of a fax, the date the fax was actually received by the recipient.



## 22) DISPUTE SETTLEMENT

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

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

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

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

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

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

# 23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE

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

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

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

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

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

### 25) FORCE MAJEURE

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



## 26) TERMS AND CONDITIONS

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

### 27) NOT EXCLUSIVE AGAINST HER MAJESTY

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

### 28) SEVERABILITY

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

## 29) AMENDMENTS

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

### 30) DISSOLUTION

in the event that the Municipality Intends or resolves to dissolve:

- a) this Agreement shall be assigned to the successor governing authority to the Municipal Service Area;
- b) subject to an agreement to the contrary between the Company and the successor party, the Municipal Service Area of the Municipality as at the date of dissolution shall thereafter be the Municipal Service Area of the successor party for the purposes of this Agreement; and
- c) the rights and obligations contained herein shall otherwise continue and shall be binding upon the Company and the successor party.



# 31) WAIVER

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

# 32) CONFIDENTIALITY

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

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

TOWN O	F BONNYVILLE	. /	
PER:	Im	yal	Mayo
PER:	My	Plue	•
	77	hief Admin	strative Office

ATCO Electric Ltd.

PER:

President Operations Civision

Division

Vice President Distribution Operations

PRICING CONTRACTS

LEGAL



# SCHEDULE "A"

### Core Services

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

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

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

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



- Page 31
- c) The average duration of the outages, by distribution feeder, for each of the preceding three (3) years;
- d) Street light performance, as discussed in Schedule "C";
- e) Subject to any applicable privacy legislation, the Code of Conduct Regulation under the EUA, or other rules prohibiting or restricting such disclosure, a spreadsheet listing:
  - i) The total number of sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - ii) The total number of Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - iii) The total kWh of electricity consumed by Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - iv) The total kWh of electricity consumed at Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - v) The franchise fee revenue collected from Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
  - vi) The franchise fee revenue collected from the Municipality from sites the Municipality owns within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years; and
  - vii) Such other information as may be agreed upon by the Parties from time to time, and
- f) A copy of the Annual Service Quality Report as provided by the Company to the Commission as per Rule 2 which provides overall company Service Reliability Measures and Customer Satisfaction Measures.

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

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



### SCHEDULE "B"

### Extra Services

1)	Where the Municipality requests Extra Services, the Company will provide its applicable
	operations and maintenance standards for Distribution System field services.

- 2) If the Company and the Municipality agree that the Company will provide Extra Services requested by the Municipality, the Parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.
- 4) Annually, the Company shall provide a written report to the Municipality, outlining the actual performance of the Extra Services provided and the related costs for each service for the Municipality to assess if the performance standards have been met.
- 5) Nothing in this Agreement precludes the Company from subcontracting with the Municipality to provide all or any part of the Extra Services to the Municipality.

No Extra Services requested as of the effective date of this Agreement



### SCHEDULE "C"

## Street Lighting

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



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

ATCO Bectric	[1]	[2]	(3)	<b>[4</b> ]		(1)	[2]	(3)	[4]
TABLE 1: TOTAL RIDER A				=[1]+[2]		Mustalast	1		= (1)+(
Municipal Authority	Municipal Tax from	Franchise	Franchise Fee	Rider A	Municipal Authority	Municipal Tax from	Franchise	Franchise Fee	Rider
(Price Area)	Table 2	Fee (%)	Effective Date (vv/mm/dd)	Total (%)	(Price Area)	Table 2	(%)	Effective Date (yy/mm/dd)	Total (%)
	(%)		(7)			(%)		172	
ACADIA (M034) ALLIANCE (V017)	2.48 1.99	0.00 6.00	05/01/01	2.48 7.99	LESSER SLAVE RIVER (M124) LINDEN (VS35)	179	4.00	03/01/01	0.44 5.79
ALLISON BAY (8219)	1.02	0.00	03/02/01	1.02	LLOYDMINSTER (AB45, SK45)	0.70	10.50	08/01/01	11 20
ANDREW (VO24)	1.82	2.00	05/01/01	3.82	LOOM RIVER CREE (8473)	1.72	0.00		1.72
BEAVERLODGE (TOS1)	1.25	6.50	10/07/01	7.75	M.D. of GREENVIEW (M016)	0.47	0.00		0.47
BERWYN (VOE3)	3.77	1 75	07/01/01	5 52	MACKENZIE (M023)	1.06	0.00		1.06
BIG LAKE (M125)	0.85	0.00		0.85	MANNING (T356)	-1.36	6.00	12/01/01	4,64
BIG VALLEY (VO69) BIGSTONE (B110)	0.86 1.49	1.00	08/01/01	1.86	MARWAYNE (VS62)	3.00 1.45	6.00 2.30	13/01/01 06/01/01	9.00
BIRCH HILLS & WANHAM (MO19, V896)	0.90	0.00		0.90	MCLENNAN (TS74)	3.05	2.75	11/01/01	5.80
BONNYVILLE & ANNEXED AREA (MOST, MOSS)	0.88	0.00		0.88	MINBURN & LAVOY (CO27, V523)	136	0.00		1.36
BONNYVILLE BEACH S.V. (S096)	2.25	0.00		2.25	MINBURN (V589)	3.39	1,00	08/04/15	4.39
BONNYVILLE, TOWN OF (T093)	0.90	6.80	03/01/01	7.70	MORRIN (V598)	121	3.50	12/01/01	4.72
BOTHA (V099)	1.14	3.00	10/01/01	4.14	MUNDARE (TEO4)	2.43	5.00	13/01/01	7.43
BUSHE RIVER   R. 207 (8726)	1 46	0.00		1.46	MUNSON (V607)	3.34	1.00	10/07/01	4.34
CAMROSE (COZZ) CARBON (V129)	1.96 0.31	0.00 2.00	12/01/01	1.96 2.31	NAMPA (V610)	1.60	1.75	08/02/01 11/01/01	4.04 3.35
CASTOR (T147)	2.01	5.00	07/01/01	7 01	NORTHERN LIGHT (M022)	0.65	0.00	*******	0.65
CEREAL (V153)	2.83	1.00	12/01/01	3.63	NORTHERN SUNRISE COUNTY (M131)	0.66	0.00		0.66
CLEAR HILLS (M021)	1.60	0.00		1.60	OPPORTUNITY (M017)	124	0.00		1.24
COLD LAKE (T189)	1.50	4.25	03/01/01	5.75	OYEN (T648)	1.76	6.00	09/01/01	7.76
CONSORT (V195)	2.55	3.50	07/01/01	6.05	PACOLE PRAIRIE (N221)	2.35	0.00		2.39
CORONATION (T198)	2.48	3.75	04/01/01	6.23 3.73	PAINTEARTH (C018) PARADISE VALLEY (VES4)	1.26	2.00	DE IN1 M4	3.70
DELBURNE (V231) DELIA (V234)	7.23 3.23	1.50 5.00	08/01/01 11/01/01	8.23	PEACE (M135)	1.78	0.00	06/01/01	1.25
DEWBERRY (V246)	186	0.00	03/01/01	1.66	PEACE RIVER (T6S7)	2.07	6.00	10/01/01	8.07
DOGHEAD I R (B218)	1.26	0.00		1.26	PEAVINE (N172)	-0.22	0.00		-0.2
OOHALDA (V252)	1.53	1.50	02/11/01	3.03	PELICAN NARROWS S.V. (5659)	0.35	0.00		0 35
DOMMELLY (V255)	1.56	2.25	10/01/01	3.81	RAINBOW LAKE (TE90)	1.36	7.75	05/01/01	9.11
DRIFTPILE RIVER FIRST NATION I.R 150 (8220)	-0.39	0.00	i i	-0.39	RED DEER (CO23)	2.13	0.00		2.13
DRUMHELLER & M.D. BADLANDS (K025, M007)	1.23	9.00		10.23	ROCHON SARDS S.V (5708)	033	0.00		0.33
EAST PRAIRIE (N174)	3.00	0.00		2.15 3.00	ROSALIND (V717)	2.92	3.00	03/01/01	3.43
EUZABETH (N187) EUK POINT (T291)	1.93	3.60	03/01/01	5.53	SADDLE HILLS (MO20)	1.07	0.00	12/01/01	5.93 1.07
ELNORA (V294)	1.28	1.00	03/01/01	2 28	SEIGMITH (1754)	-0.78	5.50	12/01/01	4.72
EMPRESS (V297)	3.61	2.00	07/01/01	5.61	SLAVE LAKE (1766)	0.99	9.40	10/01/01	10.3
FAIRVIEW (M136)	0.88	0.00		0.88	SMOKY LAKE & WARSPITE (CO13, V905)	1.28	0.00	_	1.28
FAIRVIEW (T309)	2.15	7 50	13/01/01	9.65	SMOKY LAKE (T769)	221	5.00	12/02/01	7 21
FALHER (T315)	1 80	6.25	06/01/01	8.05	SMOKY RIVER (M130)	1.96	0.00		1 96
FISHING LAKE (N188)	1.07	0.00	1	1.07	SPECIAL AREAS (A001)	0.60	0.00		0.60
FLAGSTAFF (CO29) FORESTBURG (V324)	1.02	0.00 6.00	12/01/01	1.02	SPIRIT RIVER (M133) SPIRIT RIVER, TOWN OF (1778)	1.34 2.67	0.00 5.50	12/02/01	1.34 8.17
FORT MCMURRAY (KB32)	8.72	0.00	22,02,02	8.72	ST. PAUL COUNTY OF (CD19)	100	0.00	22/02/03	1.00
FOX CREEK (T342)	1.60	4 50	03/01/01	6.10	ST PAUL TOWN OF (T790)	1.50	7.00	03/01/01	8.50
FT MACKAY SETTLEMENT #467 (8982)	1.33	0.00	00/01/00	1.33	STARLAND (MD47)	2.57	0.00		2.67
FT McMURRAY BAND (8352)	1.02	0.00		1.02	STETTLER, COUNTY OF (COOS)	1.91	0.00		1 91
GADS8Y (V351)	5.79	5.00	08/01/01	10.79	STETTLER, TOWN OF (1805)	7.32	0.00		7.32
GALAHAD (V354)	3.58	300	10/01/01	6.88	STURGEON LAKE 1R 154 (8770)	1.26	0.00	00 Ma ma	1.20
GIFT LAKE METIS SETT (N173) GIROUXVILLE (V366)	2.79 2.24	3.00	11/01/01	2.79 5.24	SUCKER CREEK FIRST NATION 150A (8792) SWAN HILLS TOWN (TB30)	2.29	0.00 6.00	00/01/00 13/01/01	2.25 8.03
GLENDON (V372)	273	1.50	03/01/01	4.23	THORNED & RADWAY (V687, C007)	3.30	0.00	20141/01	3.30
GRANDE CACHE (T393)	2 50	5.50	13/01/01	8.00	THREE HILLS (TB45)	138	5.00	09/01/01	73
GRANDE PRAIRIE, CITY OF (KD35)	213	7.75	11/03/01	9.88	TROCHU (T857)	2.29	3.50	09/01/01	5.7
GRANDE FRAIRIE, COUNTY OF (COD2)	0.66	0.00		0.66	TWO HILLS COUNTY & DERWENT (V237, C021)	4.68	0.00		4.6
GRIMSHAW (T405)	1.26	6 00	10/07/01	7 26	TWO HILLS, TOWN OF (1863)	3.79	4.25	09/01/01	8.0
HALKIRK (V414)	0.54	1.00	03/01/01	1.54	UPPER HAY LAKE I.R. 212 (8728)	1.64	0.00		16
HAMBIA (7627) HAY LAKE L.R. 209 (8727)	1.85 1.58	3.50 0.00	03/01/01	5.25 1.58	VALLEYVIEW (1866) VEGREVILLE (1875)	1.79	5.25 6.00	06/01/01 11/01/01	7.0 8.0
HEISLER (V429)	8.82	7.00	12/01/01	15.82	VERMILION (T878)	1.28	4 50	13/01/01	5 71
HIGH LEVEL (7435)	0.95	10.50	11/01/01	11.46	VERMILLION RIVER (AB & SK) (C024, SK24)	0.90	0.00	2,54,01	0.9
IIGH PRAIRTE (T438)	1.43	6.25	08/02/01	7.68	VETERAN (V882)	4.05	3.00	08/01/01	7 0
HNES CREEK (V447)	4 14	2.25	09/01/01	6.39	VILNA (VEST)	707	20.00	12/01/01	270
HORSESHOE BAY S V (\$458)	0.13	0.00		0.13	WASKATENAU (V908)	3.32	0.00	08/02/01	3.3
HYTHE (V468)	1.74	5.00	10/07/01	6.74	WEMBLEY (T911)	0.13	6.00	11/03/01	6.1
INNISFREE (V474)	4 97	1.50	06/01/01	6.47	WHEATLAND (CD16)	0.54	0.00		0.5
JASPER (PARK & OUTSIDE TOWN) (L012, R003)	10.37	0.00		10.37	WHITE SANDS SV (5922)	-0.09	0.00		-0.0
IASPER SCH DIST 3063 (ROD4) KINUSO (V505)	10.98	0.00	11/01/01	10.98	WHITEFISH LR. 155 (8924) WILLINGDON (V926)	4.11	2.00	08/01/01	6.1
KITSCOTY (V508)	1.50	6.00	13/01/01	7.50	WOOD BUFFALD (MO18)	034	0.00	ANIANOI.	0.34
KNEEHILL & TORRINGTON (MO48, V854)	130	0.00		130	WOOD BUFFALO PARK (LO24)	0.41	0.00		0.4
LAKELAND (CO89)	0.33	0.00		0.33	YOUNGSTOWN (V932)	1.53	1.25	12/01/01	2.8
LAMONT (C030)	3.17	0.00		3.17					

(BOLD, ITALICS) - Communities that are expected to transition to new Municipal Franchise Tax Agreement in 2013

# REQUEST FOR DECISION



To: Council

Date: September 6, 2022

**Submitted By:** Administration

Target Review Date: September 13, 2022

**SUBJECT: Town of Bonnyville Mobile App** 

Reviewed By: CAO

**BACKGROUND:** The Town of Bonnyville 2022 Capital Budget includes funds for the design of a mobile App. Administration has reviewed the cost of designing our own mobile App as well as the option of using a predesigned mobile App from bciti+.

**COMMENTS:** The 2022 Capital Budget includes \$50,000 to design a Town mobile App. This option would allow complete control over the features and design of the mobile App. This process is more in- depth and would require a framework for mobile App developers to understand the scope of development the Town would want. The cost of such a framework is estimated at \$5,000. With the remaining \$45,000 budget, there could be 3 to 4 features designed (possibly more depending on the complexity of each feature) for the mobile App. The monthly maintenance cost would be an average \$500 to \$1,000 per month. The Town would also need to develop the website to mirror the features of the mobile App.

Administration also reviewed a presentation of the bciti+ mobile App which is a predesigned mobile App that includes many core features in their "Community Model" like service status, news, notifications and alerts, a survey tool, calendar, service requests, etc. Their "Connected Model" takes it one step further and allows for Application Programming Interface (API) which enables third party software integration such as iCity (finance software), ArcGis (mapping software), etc. The bciti+ mobile App would have no capital upfront costs but would include a monthly maintenance cost of \$1,500 per month with the first month being \$3,000.

As this is one of Council's objectives under the Communication Strategy Priority Focus Area, Administration would recommend approving the bciti+ mobile App to go live as of October 1<sup>st</sup>, 2022 starting with the "Community Model" and integrating the API's such as iCity and ArcGIS monthly to enhance the capabilities of the mobile App. The monthly costs for maintenance could be funded from the 2022 Administration Computer Programming and Maintenance Budget as there have been cost savings throughout the 2022 budget year in this area.

REPORT/DOCUMENT: Town of Bonnyville Mobile APP Proposal Options

**KEY ISSUE(S)/CONCEPT:** To request Council's decision with regards to the options of a predesigned mobile App or designing a custom mobile App for the Town of Bonnyville.

**DESIRED OUTCOME:** That Council approve the bciti+ mobile App with an estimated implementation date of October 1<sup>st</sup>, 2022.

**ALTERNATIVES:** Design a custom mobile App, implement the bciti+ Community Model mobile App and not the "Connected Model" or do not develop the mobile App.

**RELEVENCE TO STRATEGIC PLAN:** The predesigned bciti+ mobile App is in direct correlation to Council's Strategic Plan Priority Focus Area of Communication Strategy as it is a mobile App that will provide information to residents as well as provide an area for resident feedback.

RECOMMENDATION: That Council approve the implementation of the bciti+ Connected Model mobile App with the monthly maintenance costs to be funded from the 2022 Administration Computer and Programming Budget and included in the 2023 and onward operating budget.

FINANCIAL IMPLICATION: Approximately \$1,500 per month.

Renee Stoyles

General Manager of Corporate Services

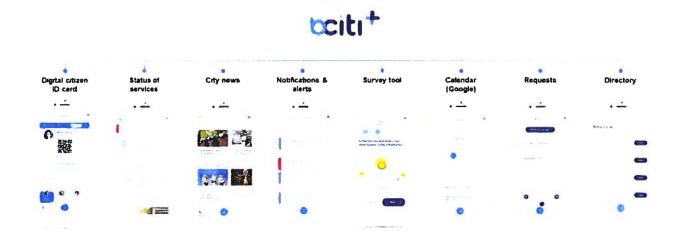
#209184

Bill Rogers

Chief Administrative Officer

### Option 2: Pre-Designed Mobile App

# Microservices



Continential Chair, 2025

- This option is the fastest to market and covers most of the requirements in the survey. There is only one small caveat, being a pre-designed app, they decide the core features and host all the data. (But that doesn't mean a bad thing)
- There are two models, "Community" and "Connected". The base model "Community" covers 80% from the survey and has 2-way communication and interaction with the community. The other "Connected" has everything "Community" has but allows for API integration and/or customization.
- API integration means any third-party software we have that supports API's they can integrate it into the app. (Vadim/iCity, ArcGIS, AssetFinda, InnovaSuite)
- The cost is a monthly services charge, starting at \$500.00/mth or \$1500.00/mth and an initial start up fee double the first month.
- This includes a website version that mirrors the app so either way is accessible. This means we would off-load most of the services to the platform and/or updated both the town website and the platforms website.

# Town of Bonnyville Mobile App Proposals

Option 1: Full Custom Mobile App



- This option we would have complete control over features and design and would include whatever the budget allows.
- The process is more in depth and would require a framework/guideline, so app developers understand what is required for the scope of development. This would cost \$5000.00 out of the \$50,000 budget.
- Out of the framework proposal we would understand what features we could develop for the remaining \$45,000. Rough estimate is 3 to 4 features from the survey, maybe more depends on complexity.
- On average \$500 \$1000 monthly maintenance/upgrades/security requirements.
- In addition to the app, we would need to develop the website to mirror the features the app has top accommodate all demographics.

# **REQUEST FOR DECISION**



To: Council

Date: September 7, 2022

Submitted By: Administration

Target Review Date: September 13, 2022

Subject: Atco Electric Distribution

Reviewed By: CAO

Distribution Revenue Forecast and

2023 Franchise fee

**COMMENTS:** Attached is a letter from Sharla McCullough, our Atco Electric Ltd., Customer Services Supervisor, advising that our forecasted 2023 franchise fee based on estimated distribution revenues for the Town of Bonnyville will be \$572,899.05.

The forecasted amount for 2022 has now risen from our budgeted amount of \$574,949.00 to \$593,677.81 (based on the first 6 months of the year). An increase of \$18,728.81.

This new forecast franchise fee for 2023 is actually lower than the new 2022 forecast. This is mostly due to the fact that in 2021, there was a rate freeze due to the pandemic that was subsequently added and collected in 2022. The result is the 2023 amount is lower than the 2022 forecast by \$2,050.

In addition, ATCO's Service Standards Team also noted "that to calculate the Rate Factors for franchise fees, we look at the forecast 2022 to 2025 year over year growth in ATCO Electric Distribution revenue + Transmission revenue (i.e. Wires revenue). The Wires revenue forecast is based on both changes in rates as well as changes in volume (# of customers, load etc)."

The letter also outlines the procedure that must be undertaken to amend the distribution percentage franchise fee, which is currently at 6.8% of distribution revenue.

Although this year the distribution revenue estimate for 2023 is less than the 2022 budget, we don't see the \$2,050. amount as being significant enough to consider asking for an increase in this year's franchise fee. The 2022 surplus to budget amount of \$18,728.81 is also more than enough to cover the small 2023 decrease. In addition, as in previous years, there is a strong likelihood that the actual revenue for 2023 will be higher than the estimate when it comes in.

**REPORT/DOCUMENT:** Attached

RECOMMENDATION: That Council advise ATCO Electric that we do not wish to amend the annual franchise fee percentage for 2023.

**IMPLICATIONS OF THE RECOMMENDATION:** The estimated revenue for the 2023 franchise fee from electricity will be \$572,899.05.

Renee Stoyles

**General Manager of Corporate Services** 

Bill Rogers

Chief Administrative Officer



August 19, 2022

Town of Bonnyville Attn: Bill Rogers 4917 49 Avenue Bonnyville AB T9N 2J7

Re: Distribution Revenue Forecast for 2023 Franchise Fee

Dear Bill Rogers,

Your Franchise Agreement allows for an annual change to the franchise fee percentage. However, specific procedures must be followed before the fee can be changed and take effect. This letter is intended to provide you with an overview of the franchise fee change procedure as follows:

- 1. Your Municipality must decide if a change is required and what the new fee percentage should be. ATCO Electric will provide revenue estimates to help you with this (if the new fee is greater than the pre-approved cap in your franchise, a different process is required).
- 2. In accordance with the Alberta Utilities Commission (AUC) Decision approving your Franchise Agreement, you must publish a public notice of the proposed change in the local newspaper with the greatest circulation. This notice must include the effect of the proposed change for the average residential customer. ATCO Electric can estimate the new charges and the impact on an average customer bill. We recommend that fee change notices be published before October 10, 2022.
- 3. Residents must have at least 14 days from the publication of the notice to make their concerns known to the Municipality and the Municipality is to respond to these concerns.
- 4. The Municipality will advise ATCO Electric by letter the new desired fee percentage. This letter must include a copy of the public notice with publication details (date and name of newspaper), and any comments the Municipality wants to include on the public response.
- 5. ATCO Electric will apply to the AUC to change the rate. Copies of the Municipality's letter and public notice will be included with the application. ATCO Electric must receive the municipality's request (complete with a copy of the notice) by <u>November 14, 2022</u> in order to obtain AUC approval and commence billing the new fee effective January 1, 2023.
- 6. The AUC must approve the change to ATCO Electric's rates. Provided the Commission is satisfied that proper notice was given they do not receive any objections or concerns from the public, the approval is anticipated to be issued quickly.
- Once the rate change is approved, ATCO Electric will commence charging and remittance of the new fee.



The following information will help you decide the appropriate fee percentage for your community.

Current Fee Percentage	Current Fee Cap	Distribution Revenue Previous calendar year	Estimated 2022 Distribution Revenue	Estimated 2023 Distribution Revenue
<b>6.8%</b> of Distribution Revenue	20%	\$7,295,208	\$8,730,556 Estimated on first 6 months of data	\$8,424,986 Amortized (inflation index)

To estimate the franchise fee amount, multiply the Estimated Distribution Revenue by the fee percentage. When calculating your revenue requirements please remember that this fee is paid in addition to the linear taxes on the distribution system.

Estimated revenues are calculated based on best available information and are subject to change due to AUC final approved tariffs, Alberta Electric System Operator (AESO) flow-thru charges or changes in load growth.

We are available to discuss this with you in more detail if required. If you have any questions or comments, please call me at 587-201-4707.

Yours truly,

Sharla McCullough Customer Services Supervisor ATCO Electric 587-201-4707 Sharla.McCullough@atco.com

# **REQUEST FOR DECISION**



To: Council

Date: September 6, 2022

Submitted By: Administration

Target Review Date: September 13, 2022

**SUBJECT: Questica Software** 

Reviewed By: CAO

**BACKGROUND:** The Town of Bonnyville Administration currently uses Excel spreadsheets and templates to complete both the Operating and Capital Budgets. With each draft of the budgets the Excel spreadsheets have to be updated to include the most current actual revenues and expenditures that have to be entered manually and the formulas have to be checked with each draft to ensure there are no errors in the calculations.

**COMMENTS:** Administration recently sat in on a presentation from Questica, a software company that provides budgeting solutions to public organizations. Some of the features of Questica budgeting software include:

- Linkage to Council's Strategic Plan
- · Ability to upload documents
- Ability to track performance measures for Town Service such as timelines for permits, # of potholes repaired, etc.
- · Ability to breakdown revenue and expenses by month, season, year
- · Ability to integrate with our Financial software so financial data is always current
- Contains Personnel position and employee attributes
- Multi-year Capital Project Review for projects that span years
- Ability to rank Capital Projects and include milestones for these projects
- Ability to include Capital Projects (with pictures and descriptions) on the map
- · Ability to include Operating impacts from Capital projects
- Includes a transparency tool for residents showing financial and non-financial data such as budget information, allocation of tax dollars, tax rates, census data, emergency service calls, etc.
- News releases can be added to the Transparency tool

Currently most of our financial reporting is done by way of Excel spreadsheets. Questica budgeting software would reduce staff time spent on data entry into Excel as well as into our financial software program. Reporting could be streamlined and users would have access to review the most up to date financial data for their departments. The cost of implementing this software would total \$24,625.00 for year one with an annual cost of \$20,475.00 in year two increasing 5% per annum after.

**REPORT/DOCUMENT:** Questica Proposal

KEY ISSUE(S)/CONCEPT: To request Council's decision with regards to purchasing the Questica Budgeting Software

**DESIRED OUTCOME:** That Council approve the purchase of the Questica Budgeting Software in 2022 with the one-time fixed fee of \$10,000.00 to be funded from savings from the 2022 Capital Budget or General Operating Reserve and the monthly Subscription Fee estimated at \$1,218.75 per month for 2022 to be funded from the Administration Association Fees and Subscriptions Budget.

ALTERNATIVES: Continue using Excel Spreadsheets for Budget Preparation

**RELEVENCE TO STRATEGIC PLAN:** Although not in direct correlation to Council's Strategic Plan, using Questica budgeting software with the transparency tool will provide communication to our residents on the "value for tax dollar."

RECOMMENDATION: That Council approve the purchase and implementation of Questica Budgeting Software in 2022 with the one-time fixed fee of \$10,000.00 with funding coming from any savings in the 2022 Capital Budget or the General Capital Reserve and the monthly subscription fee which is estimated at \$1,218.75 per month to be funded from the Administration Association Fees and Subscriptions Budget.

FINANCIAL IMPLICATION: Fixed one-time fee of \$10,000.00 and monthly fee of \$1,218.75. The General Capital

Reserve had a balance of \$9,325,778.34 at the end of 2021.

Renee Stoyles

General Manager of Corporate Services

Bill Rogers

**Chief Administrative Officer** 

# Town of Bonnyville, AB





August 26, 2022

Renee Stoyles GM of Corporate Services Town of Bonnyville, AB



Dear Renee,

Questica Software Inc. is thrilled with the possibility of partnering with the Town of Bonnyville, AB in its effort to transform the current budget development and management process. We welcome an opportunity to leverage over twenty years of success with similar sized customers across North America to help the Town of Bonnyville.

- Transition from labor-intensive, unsupported on premise software to an efficient, comprehensive, cloud based budgeting and forecasting software system
- Enable staff to more actively participate in a collaborative budgeting process remotely or in the office
- Better serve the planning team, finance staff, executive leadership and the community by facilitating analytics with up-to-date information presented in actionable reports, dashboards, and queries
- Budget more effectively for personnel, manage multiple scenarios and decision packages in a single system with a consistent, user-friendly user-interface

Questica proposes a Software-as-a-Service (SaaS) subscription of our industry leading multi-user Questica Budget solution and our professional services for implementation, integration, configuration, training, and post-implementation customer support. Questica is unique in providing a fully integrated solution offered with a consistent and well-organized user-interface that is purpose-built for budgeting in the public sector.

Simply put, Questica is THE most trusted budgeting solution provider by governments in North America. Some key considerations that set Questica apart include the following:

- Full circle, end-to-end budgeting solutions: Questica provides a single solution with modules and functionality to address your budgeting needs from start to finish. Per your requirements, we've provided a proposal that addresses your Operating and Personnel budgeting needs.
- More configurable, less customizations: Questica's 20 plus years in the government budgeting space
  means we've seen best practices across multiple budgeting approaches at hundreds of State and
  Local agencies and organizations. Rather than customize the platform for each approach, Questica
  builds in incremental best practices as configurable options, offering Questica customers the ability
  to replicate those processes without re-inventing the wheel. Ultimately, this leads to quicker, less
  costly, and more stable implementations for long-term ROI.
- You are in control: Questica Budget is designed for client-side administration, with security, reports, and workflow configurable at the admin user level. We also leverage a single tenant architecture, which means that each customer has a unique and segregated instance of our software, enabling

the Town to choose when to apply software updates, based on your convenience and schedule.

- Singular focus and purpose built for government: Questica Budget is not a generic "one-size-fits-all" solution, nor is it a "Swiss army knife" that proposes to do many things half-well. Instead, Questica Budget is a point solution that excels at enabling a collaborative budgeting process for state and local governments, and public agencies. Since our inception, we have been 100% focused on crafting best-in-class budgeting solutions for the public sector.
- Right sized for you. Questica is big enough to support your organization, yet nimble enough to remain
  agile. We currently have 120 employees, which means we have the resources needed to support
  large-scale, complex implementations while remaining flexible to accommodate your unique
  requirements. We manage all aspects of our customer implementation, from kick-off to postimplementation support, exclusively with Questica employees.

We have an unmatched track record of success in implementing our solutions for government organizations and we stand firm in our 'getting it done right the first time' mission. We look forward to continued conversations with your finance team and to demonstrating how Questica will provide unquestionable value and return on investment to the Town of Bonnyville, AB.

Sincerely,

Carlos Perez
Account Executive
cperez@questica.com
905-634-0110 ext 4421
www.questica.com

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# Who We Are

For the past 23 years, Questica has partnered with public sector organizations to enable data-driven budgeting and decision-making, while increasing data accuracy and productivity and improving stakeholder trust. These organizations are modernizing their business processes using Questica's budgeting, performance, transparency, and engagement software solutions.





GTY Technology (GTY) brings leading cloud software togeth deliver modern solutions for state and local governments, GTY Technology (GTY) brings leading cloud software together to education institutions, and healthcare organizations. More than

1,750 agencies across North America leverage GTY solutions to deliver better outcomes for their constituents by improving the way they engage stakeholders and manage their resources. Built for the public sector, the intuitive suite of solutions supports the policy, regulation, and compliance requirements unique to the public sector. Public Administrative solutions for budgeting (Questica and Sherpa), grants management (eCivis), and procurement (Bonfire) are designed to digitize complex workflows with an intuitive toolset that improves collaboration, transparency, and impact. Civic Engagement solutions for payments (CityBase) and permits (OpenCounter) deliver efficiencies while improving citizen access and satisfaction. Questica is consistently recognized as one of the leading and most trusted budgeting software solutions:

- 2021, 2020, 2019: As part of GTY, recognized by Government Technology in their annual GovTech 100 Index which showcases the 100 leading companies serving state and local governments in unique, innovative, and effective ways
- 2019: CV Magazine's Canadian Business Awards, "Best Cloud-Based Budgeting Software Solutions Provider"
- 2018: "10 most trusted public sector solution providers" by Insights Success magazine

The Questica team is comprised of roughly 120 technology experts, budget professionals and business specialists who have decades of experience working with local government. We in fact represent the largest group of budget software experts in North America dedicated to serving the public sector.

Our team understands the unique challenges that government organizations face when preparing, managing, and sharing the details of a budget, and we bring our collective years of experience to the Town of Bonnyville's project.

# **Key Benefits of Questica**

### Cloud-based

Questica Budget Suite is a cloud-based solution hosted on Questica's secure Microsoft Azure server. Cloud-based solutions enable clients to access their budget data online at any time and from any location. Hosting on single tenant architecture means the Town's budget data is isolated from other clients, with the flexibility to choose when to upgrade to new versions of the product.



#### Collaborative

Budgeting is a people-centric process that requires communication and teamwork to be successful. The Questica Budget Suite is a collaborative platform that will allow the Town's budget managers to work with departments to prepare and manage budgets efficiently. When budgets can be accessed and viewed by everyone participating in the budgeting process, the result is better communication and decision-making. This is particularly important if staff work remotely.

#### **Functionality**

Questica Budget is feature-rich and provides powerful functionality for greater control and visibility into budgets. The Town's users can not only create budgets, but also have the tools to calculate, analyze, forecast, report, and develop what-if scenarios to gain deeper insights from the budget. With seamless integration for flow of data to the Town's existing ERP, users can build budgets based on accurate, real-time financial information.

### Configurability

Questica Budget can be configured to reflect the Town's unique requirements including process flows, terminology, and all elements of their Chart of Accounts. Our solution is proven to result in higher user adoption, which in turn leads to enhanced accuracy and accessibility of information. This ultimately contributes to better performance management and strategic planning.

Configurability means fewer requirements for customization. This will save the Town time, resources, and complexity both in the initial implementation, and through ongoing use as upgrades and enhancements are released. The bottom line is a significantly lower cost of ownership over your lifetime use of our product.

#### Flexible

COVID-19 continues to challenge communities and Local governments continue to need the ability to run multiple scenario models, make decisions quickly and pivot when necessary. Questica Budget provides the ability to adapt to new situations, make any necessary adjustments or deep dive into the budget to reallocate funds or evaluate potential cost savings. The Town should not be limited by manual data entry, spreadsheets, or an inflexible legacy system.

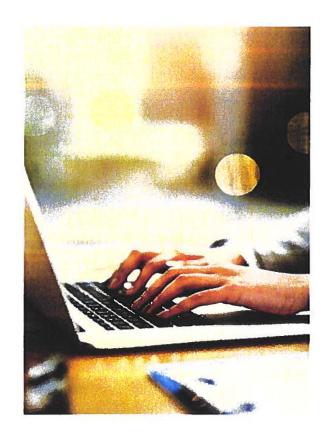
#### Innovative

Innovation at Questica is driven by what product features provide clients the most value and the best budgeting experience. Questica's product strategy is based on feedback from our clients, who are all public sector organizations, and serves as a guiding star that directs our focus. From user forums to early adopter groups, Questica clients are with us every step of the way as we develop new features or improve the functionality of Questica Budget.

# Who uses Questica Budget?

#### Questica Budget customer list:

- · City of Edmonton, AB
- City of Cold Lake, AB
- City of Lloydminster, AB
- City of Spruce Grove, AB
- Town of Banff, AB
- Town of Barrhead, AB
- Town of Vegreville, AB
- Lamont County, AB
- Red Deer County, AB
- Camrose County, AB
- Westlock County, AB
- Mountain View County, AB
- Vulcan County, AB
- City of Grande Prairie, AB
- Town of Canmore, AB
- City of Lethbridge, AB
- Town of Slave Lake, AB
- City of Leduc, AB
- Town of Okotoks, AB
- City of Beaumont, AB



#### Client Success Stories

Click on the logos below to learn more about how our clients are using Questica





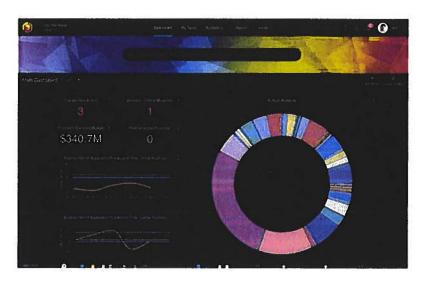




# **Questica Budget Overview**

The Questica Budget Suite is an end-to-end budgeting system that will help the Town of Bonnyville manage their budgeting process with greater efficiency and accuracy.

We have reviewed the Town's requirements and are confident that our budget system is the right application for the Town, providing the features you are looking for to support your budget development that will enable you to discover key budget insights that may have been hidden in a spreadsheet.



#### Operating module:

Questica Budget is designed for non-finance department and non-technical users of the Town to prepare and maintain their budgets directly in the system. Budgets can be categorized on an Organizational basis where cost centers roll-up into their respective departments and divisions and can also be categorized on a Fund basis where cost centers roll-up into their particular funds and fund categories. Cost centers can easily be moved from one department and division to another, as well as from one fund to the next. Additional hierarchical structures can be configured as needed.

Role-based security ensures that users have streamlined access to only the data and functions that they need. Cost Center information can be maintained, and comments, notes, and attachments (e.g., scans, documents, or links) may be added to the budget or even to the detailed line items.



#### Sample Costing Center Information

Budgets can be managed at a monthly, quarterly, annual, or biennial basis. Grids are configurable and may consist of historical years, current year, and future forecast years.



Sample Annual Budget Summary View

#### Capital module:

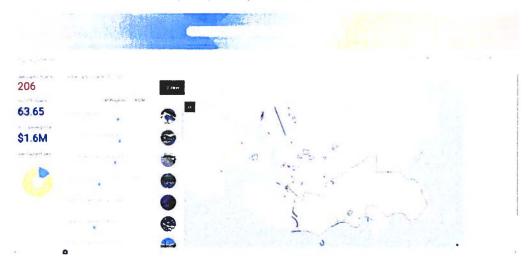
Questica Budget's Capital module simplifies and centralizes the process of Capital budget planning and execution. Prior years' budget data (Actual Costs and Budget values) can be imported into Questica Budget, and Town's users can create multi-year Capital projects where they can identify their expenditures, funding sources and make adjustments as they prepare their budgets.

Users can construct their capital projects on an annual, quarterly, or monthly basis, enter narrations or explanations for their requests and categorize their projects based on different criteria such as Tangible Capital Assets, Fund(s), or Project Status. Requests get escalated through the configurable workflow system integrated within Questica Budget. Project ranking can also be administered according to user-defined criteria, and multiple project scenarios can be created for each project.

The Capital module also gives the Town's the ability to manage budgeting activities related to Grant Programs of varying complexities - the "Type" field on Projects is commonly used to indicate that the Project is to be treated as a Grant.



Sample Capital Project - General Information



Sample Capital Improvement Plan Transparency - Interactive Visual Map

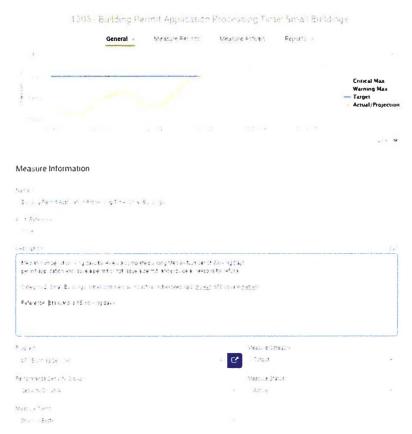
#### Performance module:

Questica Budget's Performance module enables the Town to establish objectives and facilitates tracking their progress towards achieving targets over time. Targets can be defined for the measures that the Town wishes to track, and using warning and critical threshold limits, those items requiring focus and attention can be easily identified.

Measures, whether financial or statistical, may reference existing values already in the system, or may

otherwise be manually entered. In either case, these measures can also be calculated based on other measures. They can be consolidated under various Programs and can also be incorporated into an Organizational Scorecard. Responsibilities can be established for the various Programs and Measures, inclusive of due date and automated reminders, to facilitate workflow processing.

Questica Budget Performance offers full integration to the rest of the Questica Budget suite and leverages the Questica Dashboard platform. The functionality helps improve performance, encourages innovation within your team, assists you in becoming more cost effective, and delivers an enhanced level of transparency and accountability.



Sample Performance Dashboard

# Statistical ledger:

The Questica Budget Statistical Ledger allows Town's budget staff to plan and track numbers other than spending dollars (e.g., hours worked, number of clients, resource utilization).

Staff can create a budget for any numeric data and work with it very much like financial budgets. This can be very useful for planning and tracking activities and outputs, and the data can be used as a guideline for

building budgets. Statistical Ledger data can also be a component of a performance measurement plan.

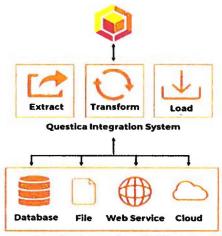
### Questica Integration System (QIS):

Questica Budget will integrate with the Town's financial system via its proprietary Questica Integration System (QIS).

QIS is a specialized database-independent tool developed to exchange data between Questica Budget and external systems in batch on a scheduled or as-needed basis. QIS also simplifies the integration process and reduces the time required to integrate Questica Budget with other customer systems or data warehouses.

QIS provides a highly configurable framework for importing or exporting budget related or non-financial data with existing and future external data sources, using API (Application Programming Interface) and ETL (Extract, Transform and Load) integration methods to ensure the budgeting solution always reflects up to date data.

The following diagram illustrates the Questica Integration System. The Questica Budget application is represented by the symbol at the top, with the QIS system in the middle, and various customer systems on the bottom. When data is being extracted from an external system and moved to Questica Budget, data would be moving from the bottom to the top of the diagram. On the other hand, when extracting data from Questica Budget to insert into an external system, data moves from the top to bottom.



Questica Integrations Architecture

The process can be scheduled or run on-demand by an authorized Questica user. Monitoring of scheduled integration tasks can be performed in many ways, but the most popular method is exception or failure notification, which can be configured to email one or more people.

As detailed below, implementations can include three distinct interface points - two on the financial side and one on the HR/Personnel side, and sometimes a fourth:

Actual Cost integration	Actual costs are automatically imported into Questica Budget from the Financial System. This can be set up to occur at a variety of timeframes, but most often this automated process of copying the actual costs from the Financial System into the Questica Budget system occurs on a nightly basis. This allows users to see Budget vs. Actuals that are no more than 24 hours old.
Movement upon Approval	When the budget is approved/adopted, it is typically moved from Questica Budget into the Financial System, the system of record.
Salary Sync	The process for loading HR/payroll data into the Questica Budget system is via our 'Salaries Synchronization Tool'. This provides a mechanism to populate our salary and benefit engine with data from the Town's HR records system. The integration can be run on demand, whenever updated Personnel data is needed in the budget system.
Budget Adjustments (If required)	As adjustments are made throughout the year (e.g., transfers, new budget requests, etc.), these changes can also be synchronized between Questica Budget and the Financial System so that budget revisions are always current in both systems.

#### Allocations:

The Allocations tool within Questica Budget allows dollars to be moved throughout the Operating and Capital budget in a structured and balanced fashion. The functionality supports complex arrangements of allocations between many budget elements.

An employee's cost may, for example, be split between multiple programs or cost centers, or Internal Service Provider budgets can be managed. In the latter example, an IT budget that is developed in detail like any other costing center may get allocated to other budget elements, perhaps using a cost driver such as 'number of computers' as the distribution basis. Once the allocation has been run, each recipient Costing Center will have a Destination Budget Line representing a portion of IT expenses, and the IT Costing Center budget will subsequently have a Recovery Budget Line that effectively zeroes out their allocated budget.

# Advanced Calculation Engine (ACE):

Questica Budget's Advanced Calculation Engine is a powerful feature that brings familiar Excel functions into Questica Budget and allows users to create reusable calculation packages/models. The tool is simple to use and is designed to keep users working inside Questica Budget.

In addition to containing familiar Excel functions there are also budget-specific functions documented in an integrated library, enabling users to reference data based on its qualities rather than by specific location. For example, a function can be performed on the budget values for a particular account code or using the actuals from a certain statistical account. Functions can also be period-based, enabling the option to reference data from past months or years, or reference a range of data such as the average from the past three years for a given month or quarter.

### Change Requests/Decision Packages:

Questica Budget's Change Requests feature, also referred to as Budget Adjustments, Budget Modifications or Decision Packages, allow the Town's authorized users to process pre- and post-approval budget changes, both one-time and recurring, using a controlled process and workflow-based approval. These requests can be created individually, or they can be bundled together and treated apart from the general budget with their own dedicated approval process. Questica Budget does this in a controlled environment so that users can only submit, change, and see budget requests that are appropriate for them.

Just as different workflows may be established for the Town's Operating and Capital budget requests, distinct workflows and approval hierarchies can also be established for different types of Change Requests or Decision Packages. For example, a position change request is likely to have a different workflow and approval process than a budget transfer type change request.

#### Advanced Searches:

Questica Budget's Advanced Search function is an intuitive user-facing feature that allows non-technical users to compose detailed searches using a variety of comparators and the ability to infinitely nest AND/OR groupings.

Essentially, the Advanced Search functionality allows the Town's authorized users to perform sophisticated and highly dynamic data analytics and ad-hoc queries based on multiple dimensions, including specific criteria or descriptive words. This robust and powerful tool allows complex queries to be easily built up – one line at a time.

The Advanced Search capabilities also enable power users to update and manipulate large volumes of budget data quickly. For example, if there was an organizational directive to reduce supplies expenses by 5%, this can be easily accomplished by using the Advanced Search feature to retrieve all supplies expense items across the organization. Once the results are displayed, the inherent 'adjust' feature provides an efficient means for manipulating the data en masse.

Advanced Search grids, like other grids throughout the system, are exportable to Excel.

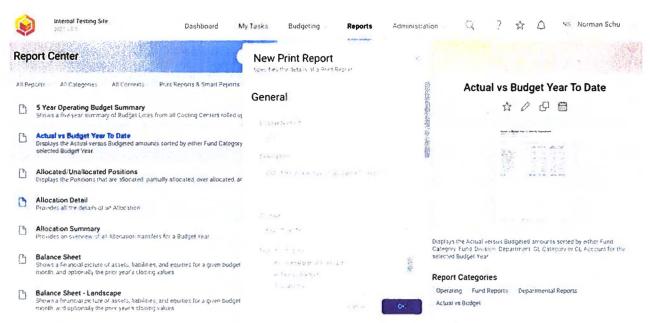
### Reporting and Dashboards:

Questica Budget's reporting and analytics capabilities are delivered as part of its core software feature set.

The system includes pre-built ad-hoc data views (i.e., queries), advanced "smart reports" that combine rows and columns of numbers with graphics (e.g., pie chart), 80+ pre-built ready-to-use reports, each with a

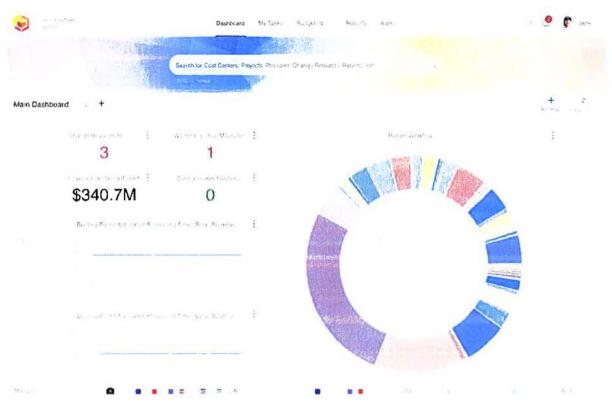
variety of input selections, and pre-built dashboards with rich interactive visualizations of information that can be utilized to create actionable at-a-glance displays – all of which include data security to ensure users only see what they're allowed to see.

Standard reports leverage Microsoft's SQL Server Reporting Services (SSRS) and can be copied and modified by budget staff without requiring programming skills.



Sample Out-of-the-Box Actual vs. Budget YTD Report Builder

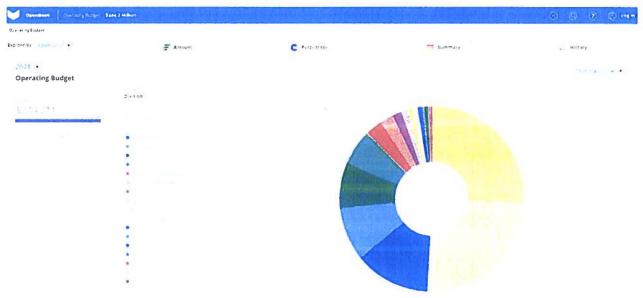
Questica Budget also enables the Town's authorized users to create reports and dashboards using system configuration tools. New reports and dashboards may be kept private, or for added efficiencies can be shared between user groups or made available to all users.



Sample Full-Featured Dashboard

# OpenBook transparency and data visualizations

Questica Budget's OpenBook tool fosters transparency for public agencies, enabling the Town's information to be visualized in an array of charts, tables, bars, graphs, and GIS mapping for Capital planning. Like all Questica tools, OpenBook is intuitive and easy-to-learn. With descriptive text, informational pop-ups, filtering and sorting capabilities, diving in, and discovering information is made easy for all stakeholders.



OpenBook - Sample Operating Budget: Interactive Pie Chart

# OpenBook Customer Examples

Click on the logos below to visit our customers OpenBook websites











# **Questica Price Quote**

Prepared for

Renee Stoyles Town of Bonnyville AB

by

Carlos Perez Questica Software Inc.

This proposal is subject to a review of your Chart of Accounts and a review of the Scope of Work

August 26, 2022



# Questica Budget Price Quote - Brilliant Bundle

Quotation ID#: Town of Bonnyville AB - 08252022

Description	Qty	Amount
Software as a Service		
Operating Licences	15	
Personnel Planning Licenses	3	
Capital Licenses	12	
Unlimited Read Only License Seats	Included	
Performance Measures	Included	
Statistical Ledger	Included	
Allocations	Included	
OpenBook Software Subscription	Included	
Total Year 1 SaaS Subscription	\$ <del>19,500.00</del>	\$14,625.00
Professional Services (Per Scope of Work)		
Design, Analysis & Configuration	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
OpenBook Professional Services	Included	
Total Professional Services: (Fixed one-time fee)		\$10,000.00
Grand Total Year 1 Only	\$29,500.00	\$24,625.00

# **Pricing Notes**

Quotation ID#: Town of Bonnyville AB - 08252022

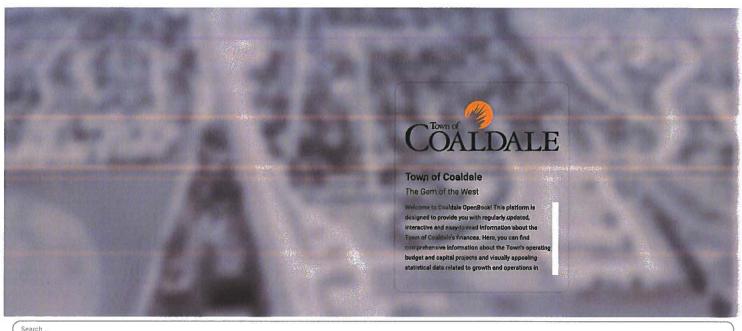
Pricing valid though: September 30th, 2022

- Questica annual subscription is based on a 5-year term
- Questica annual subscription fee is discounted to \$14,625.00 in year 1
- Questica will apply a 5% inflationary increase beginning in year 2
- Questica Annual fees
  - Year 1 is \$24,625.00 (SaaS and Professional Services)
  - o Year 2 is \$20,475.00 (Includes 5% increase)
  - o Year 3 is \$21,498.75 (includes 5% increase)
  - o Year 4 is \$22,573.69 (includes 5% increase)
  - Year 5 is \$23,702.37 (includes 5% increase)
  - o Total 5 Year contract is \$112,874.81
- Above pricing in Canadian Dollars
- Applicable Taxes Extra
- To receive promotional pricing, the software must be purchased directly through Questica on or before the quotation expiration date
- Pricing is not applicable in response to a formal RFP Process
- Terms of Payment:
  - Software Subscription (including annual maintenance, support, and hosting services):
    - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
  - Professional Services:
    - Due 100% upon Contract Effective Date (Net 30)
- Additional Professional Services are available upon request at Questica's then current hourly rate, currently set at \$225/hr.

# Summary

Questica greatly appreciates the Town of Bonnyville's interest in learning more about our Company and our software. As stated, we welcome an opportunity to leverage our more than 23 years of success in public sector budgeting, to help the Town improve the efficiency and effectiveness of its budgeting process and to provide a technology solution that optimizes and supports the budget formulation and management cycle.

We are happy to address questions and engage in more detailed conversation to showcase how our software fits your requirements, our implementation approach, and the support our company provides. I would also be happy to facilitate introductions to current clients and would encourage you to connect with your peers to understand why they decided to partner with Questica - the most trusted solution for government organizations.



edicii .

# 29 Town of Coaldale Capital Projects

Detailed information is provided regarding the capital projects that have been approved by Town Council as part of the Town's Capital Plan.

Oct 28

# \$22.8 2022 Operating Expenses

A breakdown of Coaldate's 2022 budgeted operating expenses broken out by department and by object. Budgeted costs are compared to actual costs each year as the information becomes available.

Oct 28

# \$22.8 2022 Operating Revenues

A breakdown of Coaldale's 2022 budgeted operating revenues broken out by department and by function. Budgeted revenues are compared to actual revenue each year as the information becomes available.

Jan 13

# 12 Allocation of Tax Dollars

Curious how your tax dollar is allocated? This information shows how each \$100 is allocated accross the various departments and services of the Town of Coaldale. Did you know that only 76% of your tax dollar goes to the Town of Coaldale? Approximately 23% goes towards provincial education as mandated by the Government of Alberta. 1% goes towards senior housing, which is mandated by Green Acres Foundation.

Mar 16

# Town of Coaldale Tax Rates

This data details the residential tax rate and the non-residential tax rate for the Town of Coaldale

Mar 04

# Historical Residential & Non-Residential Property Assessments

This details the residential and non-residential property assessments from 2015 to 2022. Property assessments are a good indicator of the growth within a municipality. From 2015 to 2022, non-residential property values have increased by a combined 105%. From 2015 to 2022, residential property values have increased by a combined 29%.

Apr 0

#### 24 Investment in Capital Assets and Grant Funding

A large portion of the Town's investment in capital assets are funded through capital grants. These capital grants are received through various sources, however largely consist of grants from the Provincial and Federal Government. This data compares the total investment in capital assets each year, and the large amount of related dollars that have been obtained through grant funding to fund a portion of these capital expenditures.

#### 11 Coaldale Reserve Balance vs Future Projections

As part of the Town's Operating Budget, fund are set aside each year to the Town's Reserves. Reserves are essentially the Town's savings account for future capital projects and other non-reoccurring expenditures. This information details the actual balances the historical balances and the projected future balances after budgeted funds are allocated to the reserve accounts and funds are spent on budgeted capital projects.

Apr 0

# 20 Borrowing Levels vs Borrowing Limit

This tables shows the Town's current amount of debt borrowed and the total debt borrowing that the Town under the Municipal Government Act (MGA). The Town of Coaldale utilizes long-term debt as a strategic financing tool: -Protects against inflation of increasing interest rates and building costs. -Spreads the cost of borrowing over a long period of time for future users of the asset/infrastructure and not only the current users.

Mar 15

2019 Census

Age demographic information broken down from the 2019 Census results.

Jan 14

24 Municipal Development

Information related to the value of development permits and the number of permits issued.

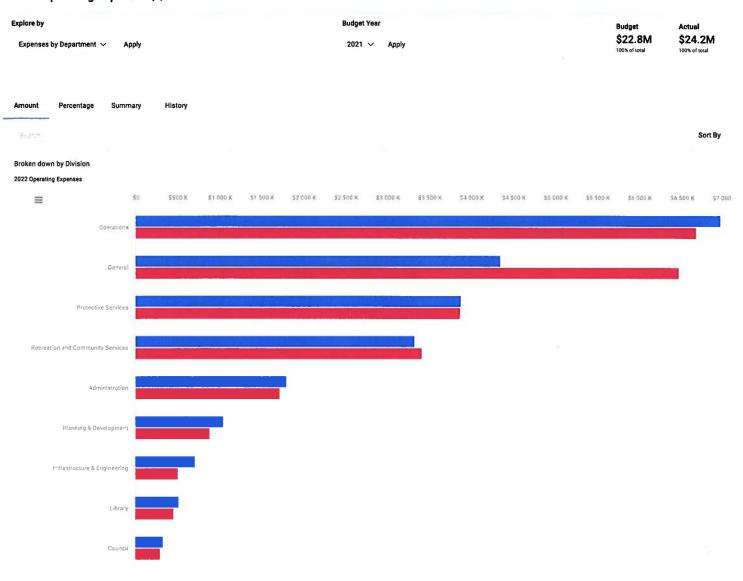
Jan 13

12 Emergency Service Calls

The mission of the Coaldale & District Emergency Services is to minimize the loss of life, property and the environment in the Town of Coaldale and Lethbridge County through emergency response, public education and fire prevention. A breakdown of the emergency service calls is provided, split out between fire and medical calls.

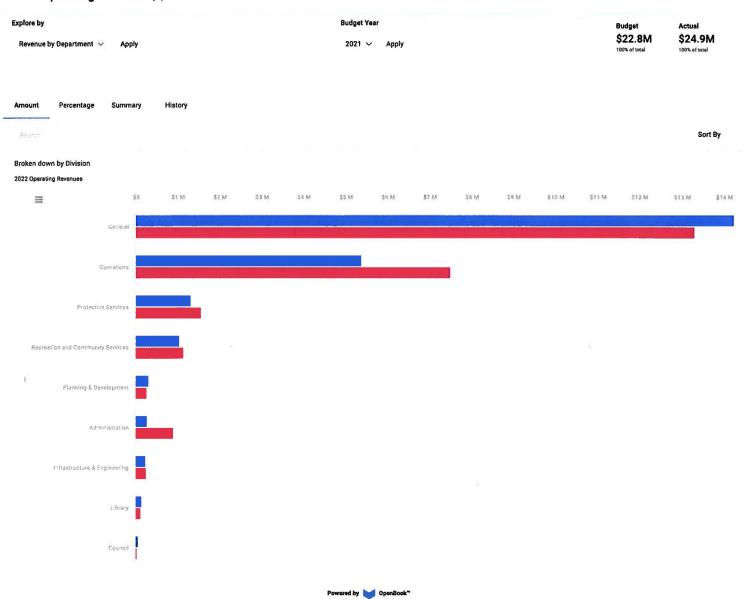
Jan 13

#### 2022 Operating Expenses | \$22.8 Million

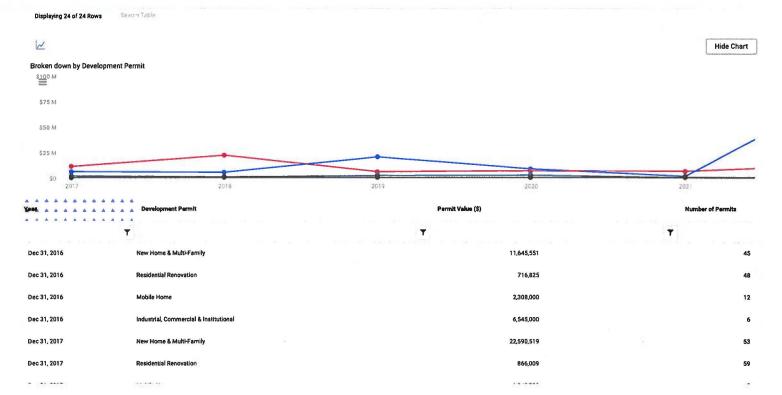


Powered by OpenBook\*

#### 2022 Operating Revenues | \$22.8 Million

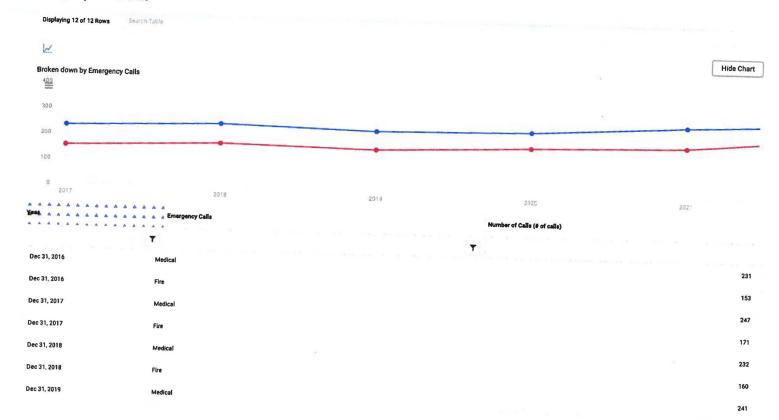


#### **Municipal Development**



Total: \$212,457,785

#### **Emergency Service Calls**





### REQUEST FOR DECISION

To: Council

Date: September 8, 2022

**Submitted By:** Administration

Target Review Date: Sept 13, 2022

**SUBJECT: Request for Table Purchase** 

Reviewed By: CAO

And Donation of Auction Items SPCA Raise the Woof Event

**BACKGROUND:** Attached is a letter and poster from Charlene Rask, President of the Bonnyville & District SPCA requesting a donation of items from the Town of Bonnyville for their silent auction as well as purchasing a table for the event at a cost of \$400.00 for a table of 8.

**OTHER COMMENTS:** The Town did purchase a table at the 2018 Raise the Woof Event. The funds to purchase a table are not included in the 2022 budget but should Council decide to attend this event, the funds could come from the Council Receptions and Public Relations Budget which has an estimated balance of \$1,925.24.

REPORT/DOCUMENT: Letter and Poster from Bonnyville & District SPCA Raise the Woof Event

**KEY ISSUE(S)/CONCEPT:** To request Council's decision with regards to donating items to the silent auction and purchasing a table to the Bonnyville & District SPCA Raise the Woof Event.

**DESIRED OUTCOME**: That Council approve the request to donate items to the silent auction and purchase a table to the Bonnyville & District SPCA Raise the Woof Event.

**PREFERRED STRATEGY:** Administration is recommending that Council purchase a table and donate items to the silent auction for the Bonnyville & District SPCA Raise the Woof Event.

**ALTERNATIVES:** Council can choose to donate items to the silent auction only, purchase a table only, or not donate items or purchase a table for the Bonnyville & District SPCA Raise the Woof Event.

**RELEVENCE TO STRATEGIC PLAN:** Although not in direct correlation to Council's Strategic Plan, the request from the Bonnyville & District SPCA for participation in an event to help fundraise for the SPCA is a service that does add to the quality of life for Bonnyville residents.

RECOMMENDATION: That Council approve the request to donate items to the silent auction and purchase a table to the Bonnyville & District SPCA Raise the Woof Event

**IMPLICATIONS OF RECOMMENDATION:** Administration will inform Bonnyville & District SPCA of Council's decision.

**FINANCIAL IMPLICATIONS:** Costs associated with the silent auction donation and purchase of a table will be funded from the Council Receptions and Public Relations Budget.

Renee Stoyles

General Manager of Corporate Services

Bill Rogers

**Chief Administrative Officer** 



September 7th, 2022

Dear Renee Stoyles,

Thank you for taking the time to chat with me today.

On behalf of the Bonnyville & District SPCA, I am writing this letter as a formal request for support.

On September 24<sup>th</sup> 2022 the shelter is hosting a Comedy Night called "Raise the Woof". This is our biggest fundraiser of the year. As you know the past two years have been very challenging with very little opportunity to fundraise due to Covid restrictions. We are very excited to finally be able to get back to some sense of normal. Fundraising for the SPCA is vital to keeping the shelter running.

Presently, we are OVERY capacity and UNDER staffed. A common issue that is plaguing shelters everywhere. The success of the "Raise the Woof" comedy fundraiser is crucial.

How can you help? We are looking for any Silent auction items as well as a few bigger LIVE auction items. This could be a great opportunity to put together a fun package of "what the Town of Bonnyville" has to offer in the Lakeland? The purchase of a table could be a great way to get out show your community support as well as have a GREAT meal and a few good laughs. We can all use a good laugh!

I will send you a copy of the Poster for the event.

I look forward to hearing back from you.

Charlene Rask
President
Bonnyville & District SPCA





## A STAND UP COMEDY SHOW

What did the dog say to the tree?
"You're all bark and no bite."

**SEPTEMBER 24, 2022** 

TICKETS \$50, TABLE OF 8 \$400

BONNYVILLE SENIOR CITIZENS DROP IN CENTRE 4813- 47 AVE



**HAPPY HR 5 PM** 



**SUPPER 6 PM** 



**SHOW 8 PM** 



**LIVE & SILENT AUCTIONS** 

FOR TICKETS CALL
780-826-3230 OR
AVAILABLE AT:
PET VALU BONNYVILLE &
LAKELAND FINE FLOORS







MI.A, Calgary-Edgemont

August 22, 2022

AR 90718

Mr. Barry Kalinski Reeve Municipal District of Bonnyville 4905 50 Avenue, Bag 1010 Bonnyville, AB T9N 2J7 bkalinski@md.bonnyville.ab.ca

Her Worship Elisa Brosseau Mayor Town of Bonnyville 4917 49 Avenue, Bag 1006 Bonnyville, AB T9N 2J7 admin@town.bonnyville.ab.ca

His Worship Craig Copeland Mayor City of Cold Lake 5513 48 Avenue Cold Lake, AB T9M 1A1 mayor@coldlake.com His Worship Nicolas Werstiuk Mayor Village of Glendon Box 177 Glendon, AB T0A 1P0 nicholas.werstiuk@inspectrite.ca

Mr. Glen Ockerman Reeve County of St. Paul No. 19 5015 49 Avenue St. Paul, AB T0A 3A4 gockerman@county.stpaul.ab.ca

Dear Mayor Brosseau, Mayor Copeland, Mayor Werstiuk, Reeve Kalinski and Reeve Ockerman:

Thank you for your joint June 6, 2022, letter regarding the level of service on highways within the Lakeland Region. As the current Minister of Alberta Transportation, I am able to provide the following information.

As an update, the Highway Maintenance Contract for the Lakeland Region area is set to expire on July 31, 2026. Also for clarification, the department relies on a highway classification system for determining the level of service. This means high-volume, high-traffic roadways such as Highway 28 have a higher classification than lower volume, lower traffic roadway such as Highways 657, 857, etc. The level or service will not change between now and the contract retendering. However, I will take your comments and concerns into consideration as the retendering comes closer.

Highway safety is a top priority for Alberta Transportation, and the department's goal is to balance funding challenges with the need for maintenance activities that relate to public safety while still providing an acceptable overall level of service.

Room 127, Legislature Building 10800-97 Avenue, Edmonton, Alberta T5K 2B6 Canada Telephone 780-427-2080 Fax 780-422-2002

Alberta has an extensive highway network that requires significant investment to maintain and rehabilitate with approximately 64,000 lane-kilometres of roads and nearly 4,600 bridges and interchanges.

Alberta Transportation reviews several factors when evaluating pavement condition, including; traffic volumes, pavement quality, roughness, existing structure, local information, visual inspections, and surface distress. This data is used to determine when the road is expected to need rehabilitation. The data is also used to prioritize rehabilitation projects from across the province for inclusion in the Provincial Construction Program in order to ensure a fair process for the whole province.

Based on the factors listed above, I am pleased to outline the projects within Lakeland Region that are on the current Provincial Construction Program. In the Municipal District of Bonnyville, the department is undertaking a Highway 892 overlay bundle project which includes:

- Repaving 11 kilometres of Highway 892 from Highway 28 to four kilometres south of Highway 55;
- Improvements at the intersection of Highway 892 and Township Road 622;
- Intersection improvements on Highway 28 at Highway 892 at the Hamlet of Ardmore;
- Intersection improvements at Highway 28 and Highway 657 at the Hamlet of Fort Kent and Urban Approach Road (UAR) 96;
- · Three kilometres of paving UAR 96; and
- Improvements at the intersection and signalization at Highway 28 and 54 Avenue in Bonnyville.

The Highway 892 overlay bundle project is currently under construction, and is expected to be complete by the end of October 2022.

In the County of St. Paul, Alberta Transportation is designing an overlay for Highway 897. The project will include 16 kilometres of overlay of Highway 897 from Highway 646 to 16 north of Highway 646. As part of our annual capital planning process, the Highway 897 overlay project as well as other future rehabilitation projects for highways within the Lakeland Region will be evaluated and considered for prioritization and funding along with other projects from across the province.

In the interim, the highway maintenance contractor will continue to monitor the condition of the highways to ensure safety-related issues such as potholes and smaller pavement failures are addressed in a timely manner. Pothole patching has been ongoing, and some larger paving patches are completed and more are planned as part of the summer maintenance work plan for 2022-23.

With respect to passing lanes, Alberta Transportation completed a Highway 28 corridor study from Edmonton to Cold Lake in 2018. The study was a high-level review of the corridor between Edmonton and Cold Lake, including Highway 28A. Recommendations were made over a 30-year horizon.

The study recommended several improvements to the highway to be implemented as part of future rehabilitation projects. The improvements include intersection upgrades, grade widening, curve reconstruction, passing lanes and safety rest areas. The intent of the recommendations was to improve the safety and performance of the highway corridor, while also prioritizing improvements in order to maximize the lifespan of the existing infrastructure.

Classification: Protected A

As you know, portions of Highway 28 near Edmonton are already twinned, and the portion of Highway 28 between Bonnyville and Cold Lake is nearing the threshold for twinning. The department is monitoring traffic volumes and the highway operation and is planning accordingly. When traffic volumes reach between 10,000 and 12,000 vehicles per day, twinning will be considered for prioritization and funding along with similar projects from across the province.

The section of Highway 28 between Smoky Lake and Bonnyville is approaching the warrants for consideration of passing/climbing lanes, and the department is monitoring and planning accordingly for this section as well. Passing/climbing lane projects will be considered annually along with all other projects from across the province for prioritization and funding.

Despite your frustration with the lack of projects on the current Provincial Construction Program, there has been considerable investment in the Highway 28 corridor over the past several years. Projects that have been completed are as follows:

- Construction of the roundabout at highways 28 and 831;
- Grade widening, including passing lanes, north of Highway 28A to Highway 651 (10 kilometres):
- Reconstruction of three curves in the Redwater area;
- Overlay of Highway 651 to west of Highway 827 (15 kilometres);
- Overlay west of Highway 827 to Highway 829 (nine kilometres);
- Overlay east of Highway 831 to west of Smoky Lake (eight kilometres);
- Intersection improvements at highways 28 and 855, and
- Intersection improvements at the Highway 28/Smoky Lake access.

If you have any further questions, please contact Mr. Michael Botros, Regional Director. Mr. Botros can be reached toll-free at 310-0000, then 780-305-2405, or at michael.botros@gov.ab.ca.

Thank you for taking the time to share your regional agreement on priorities for the Lakeland Region.

Sincerely,

Honourable Prasad Panda ECA Minister of Transportation

cc: David Hanson

MLA for Bonnyville-Cold Lake-St. Paul

Michael Botros

Regional Director, Alberta Transportation

RECEIVED

By Tracy Ghostkeeper at 1:53 pm, Aug 24, 2022

Classification: Protected A







# Health Engagement Tour Update

August 22, 2022

Your Update from the Ministry of Health and Alberta Health Services

#### **▼ MESSAGE FROM MINISTER COPPING**

# We're listening to you about healthcare

Thank you everyone who's taken the time to talk to me and representatives from Alberta Health and Alberta Health Services over the summer, as I've visited cities and towns around the province.



JASON COPPING Minister of Health

I'm asking people to tell me about health care in their communities: what's working, what's not, and most importantly what we can do to make it work better.

The response has

been tremendous, from people both inside and outside the system. It's a reminder of the amazing dedication of the people who care for patients and make the system work, as well as the support for our health system in all our communities. We have a great health system (although with challenges) and I want to make sure it's there for people when they need it, and that it keeps earning people's trust every day.

So I'm writing to everyone who's participated, to say thank you — and more importantly, to tell you that it's making a difference. As a small start, the idea for ongoing communication was a suggestion that came out of a session in northern Alberta. This newsletter is first of a number to update participants on what we are hearing at a high level and what we are acting on to improve our health system prior to finishing the tour of the province and posting our overall



Health Minister Jason Copping listens to Whitecourt leaders and stakeholders about their thoughts and opinions on healthcare delivery in the town, located 180 km northwest of Edmonton.

There are

a lot of ways

we can

do better.

results and plan to improve.

So — what have we heard so far? First and foremost, people have high praise for the quality of caregivers and other staff in the system, and the way they've adapted to the pandemic. But there are

a lot of ways we can do better. Most of them are longstanding issues, but the pandemic has made them more urgent.

The biggest area of concern is maintaining and growing the healthcare workforce. There are at least three recurring themes:

First, we need to invest more in "growing our own" health professionals — creating more opportunities for young people from outside Edmonton and Calgary to enroll in healthcare programs, and then build their careers in their home communities, or other ones

where they're most needed. Second, we need to build on our partnerships with municipalities on recruitment and retention of physicians and other health care professionals. And third, we need to look at how we can streamline the licensing process for healthcare

professionals trained and licensed in other countries. Those are all familiar issues and we're working on them, but hearing directly from people in these recent meetings has bumped them up the priority list for me personally and for my department and

AHS. That is the purpose of the Health Engagement Tour and these updates: to provide another form of communication with our front-lines and give you an opportunity to provide input to all areas of our healthcare system.

(CONTINUED ON PAGE 2)

### **▼ IMPROVING HEALTH SERVICES**

## Millions spent to upgrade rural health facilities

Rural facilities in the Edmonton, Central and South zones of Alberta Health Services (AHS) are receiving upgrades and renovations to improve patient care and the patient experience, through the Government of Alberta's Infrastructure Maintenance Program. This includes: \$400,000 for upgrades to heating, ventilation and air conditioning systems at Fort Saskatchewan Community Hospital; \$2.6 million for roof repairs and security upgrades at the Drumheller Health Centre; and \$900,000 for various upgrades at the Pincher Creek Health Centre.

More ambulances on road: Nine additional ambulances are now serving patients in Calgary and Edmonton, helping to relieve some pressure on EMS, and reducing demand on EMS support from neighbouring communities.

AHS, HSAA reach agreement: Alberta Health Services (AHS) and the Health Sciences Association of Alberta (HSAA) have ratified a new collective agreement. The four-year agreement expires on March 31, 2024, and sets out the terms and conditions for more than 21,000 healthcare workers.

### **▼ MESSAGE FROM MINISTER COPPING**

### We're listening to you

### (CONTINUED FROM PAGE 1)

I've heard about many other issues too, such as EMS response times, increasing local decision-making, and access to family physicians and primary care throughout Alberta. I'll talk on these topics and many more in later issues. But I'd like to end here by thank you, again, for taking the time to meet with our team and your commitment to providing high-quality healthcare for every Albertan.

If you have other ideas to improve our health system or other challenges or successes you want to mention that were not raised in the meeting, please forward an email to me with the subject line HEALTH ENGAGEMENT TOUR to minister.health@gov.ab.ca.

### **▼ MESSAGE FROM AHS BOARD CHAIR AND INTERIM PRESIDENT AND CEO**

### Your priorities are ours, too

Alberta Health Services (AHS) is grateful to our many partners across the province. That's why it is important to the AHS Board and to the AHS Executive Leadership Team to tour the province and talk to Albertans about the direction of



GREG TURNBULL AHS Board Chair

AHS and how we can improve care.

The Health Engagement Tour coincides with the imminent release of the AHS Health Plan 2022-25, which will guide the organization as it enters a new era of transformation and innovation.

At the heart of this health plan are 10 priorities that align with direction from the Minister of Health, and reflect feedback



MAURO CHIES Interim AHS CEO

from patients, clients and families who have received care from AHS.

Among other goals, we're aiming for surgeries scheduled within clinically appropriate wait times; a reduction in EMS response times;

an increase in the number of continuing care spaces and living options; implementation of strategies to address mental health issues and support opioid recovery; stronger relationships with rural communities; and enabling more virtual, community- and home-based care.

AHS will make progress on these priorities and deliver healthcare services that meet the needs of Albertans.

### **▼ PUBLIC ENGAGEMENT UPDATE**

### Tour draws positive feedback

AHS leadership joined Health Minister Jason Copping during a health engagement tour in south, central and north zones in June and July.

In each community, events invited internal and community stakeholders to discuss three questions:

- What is the healthcare system doing well?
- What are the current challenges within the healthcare system?
- What opportunities exist to address challenges?

Internal and community stakeholders in Medicine Hat, Lethbridge, Fort McMurray, Cold Lake, Lloydminster, Peace River, Slave Lake, Grande Prairie and Whitecourt highlighted the quality of care being delivered across Alberta.

Overall, about 500 Albertans



Click here to read What We Heard documents have participated in the engagement sessions and evaluations have been largely positive.

Of the 310 total responses:

- 89% said that the session was relevant and something they wanted to know more about.
- 88% felt the event was well organized.
- 86% felt the session was a good use of their time.

As for next steps, summaries of each session are being developed and will be shared with participants; opportunities to take action now are being identified; additional sessions are being planned for the fall; and Alberta Health will compile a report when all events are completed.



Dr. Jenny Edge, a physician with the Virtual MD pilot program, supports callers by offering virtual appointments. To date, more than 7,600 patients have been assessed by a program physician.

### **▼ IMPROVING HEALTH SERVICES**

# Virtual MD gives Albertans better access to physicians

A new program can now connect Health Link callers by phone or video directly to physicians.

Under the Virtual MD pilot program, Health Link 811 callers needing medical assessment can be referred, where clinically appropriate, to a physician to virtually assess them over the phone or through a secure Zoom link. This helps Health Link to ensure Albertans are directed to appropriate healthcare support while reducing potentially unnecessary visits to the hospital.

According to Dr. Jenny Edge, a

physician supporting the pilot, one of the most compelling aspects of the Virtual MD initiative is the ability to serve patients in their home environments, and increase their access to physician services through the use of virtual technologies.

"Sometimes patients just want to have their health-related questions answered in a timely manner by a medical professional," she says.

To date, more than 7,600 patients have been assessed by a program physician, with 4,200 of these patients able to manage at home with self-care.

### **▼ IMPROVING HEALTH SERVICES**

# Government program to attract rural doctors

Government recognizes that finding a family physician outside an urban centre can be a challenge and is working with our partners to address the shortage of rural doctors. One program that was newly launched this year is the Rural Education Supplement and Integrated Doctor Experience (RESIDE) program. This program is providing \$2 million to 20 new family physicians in each of the next three years. The physicians will practise in identified rural or remote communities of need.

Sixty new family physicians are eligible for benefits through the program over the next three years. A RESIDE program application process will take place each year.

Fifteen communities have been identified for the first year of the program, including Fox Creek, Grande Cache, Fort Vermilion, Wabasca, High Level, Rimbey, Lloydminster, Milk River, Cold Lake, Lac La Biche, Rocky Mountain House, Fort Macleod, Barrhead, Ponoka and Athabasca.

More information at <a href="mailto:rhpap.ca/">rhpap.ca/</a> programs-services/reside/

### Alberta Health establishing Diabetes Working Group

Alberta Health is establishing a diabetes working group to develop a comprehensive diabetes strategy for the province.

Working with representatives from across Alberta, the group will shape a go-forward care plan to meet the needs of a growing population of Albertans living with this chronic disease.

Given the growing population of Albertans being diagnosed with Type 1 and Type 2 diabetes, a long-term care pathway needs to be determined so Albertans can manage their diabetes and lower the risk of adverse outcomes.

The Diabetes Working Group will include patients, diabetes organizations, health professionals, researchers and

health insurers.

Recommendations will be shared with the Minister of Health before fall of 2023.

Information on this announcement can be accessed on <u>Alberta.ca</u>.



# Albertans at the table

### Images from the Health Engagement Tour



**TOP:** Health Minister Jason Copping, second from right, meets with community leaders in Cold Lake.

**LEFT:** Stacy Greening, Chief Zone Officer for the AHS North Zone, Vegreville-Lloydminster-Wainright MLA Garth Rowswell and Martin Long, MLA for West Yellowhead, meet with representatives from the Friends of Whitecourt Society to hear their thoughts and concerns about local healthcare delivery.

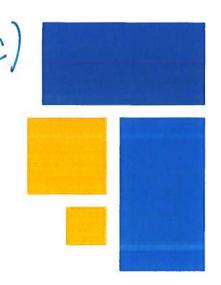
**BOTTOM LEFT:** Minister Copping listens to the concerns and ideas of Alberta Health Services staff during an internal engagement event in Lethbridge.

BELOW: Minister Copping listens to AHS staff in Peace River.









August 29, 2022

Lorna Storoschuk 4314-46 Street Bonnyville, AB T9N 1X4

Dear Ms. Storoschuk:

### Re: Alberta Municipalities Distinguished Service Award

Congratulations on behalf of the Alberta Municipalities Board of Directors! I am pleased to advise that you have been chosen to receive the prestigious Alberta Municipalities Distinguished Service Award.

The Alberta Municipalities Distinguished Service Award recognizes Elected Officials who have served 20 or more years on an Urban Municipal Council.

We invite you to join us for the President's Dinner as we bring together past leaders of our association and celebrate this year's Alberta Municipalities Award Winners.

When: Tuesday, September 20 starting at 6:00 pm Where: Oak Room, Fairmont Palliser, Calgary

If you have any questions, please contact Anita Sookar at <a href="mailto:Anita@abmunis.ca">Anita@abmunis.ca</a> or by telephone at 780-989-7406.

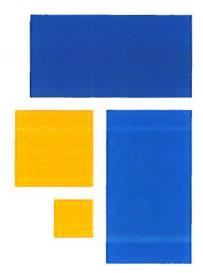
Sincerely.

Mayor Cathy Heron

Alberta Municipalities President

cc: Her Worship Mayor Cathy Heron, Alberta Municipalities President Her Worship Mayor Elisa Brosseau, Town of Bonnyville Bill Rogers, CAO, Town of Bonnyville





August 29, 2022

Ray Prevost 4005 Lakeshore Bonnyville, AB T9N 1T8

Dear Mr. Prevost:

### Re: Alberta Municipalities Distinguished Service Award

Congratulations on behalf of the Alberta Municipalities Board of Directors! I am pleased to advise that you have been chosen to receive the prestigious Alberta Municipalities Distinguished Service Award.

The Alberta Municipalities Distinguished Service Award recognizes Elected Officials who have served 20 or more years on an Urban Municipal Council.

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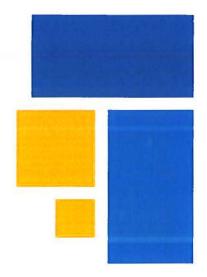
Sincerely,

Mayor Cathy Heron

Alberta Municipalities President

cc: Her Worship Mayor Cathy Heron, Alberta Municipalities President Her Worship Mayor Elisa Brosseau, Town of Bonnyville Bill Rogers, CAO, Town of Bonnyville





August 29, 2022

Rene Van Brabant 4101-49 Avenue Bonnyville, AB T9N 1G2

Dear Mr. Van Brabant:

### Re: Alberta Municipalities Distinguished Service Award

Congratulations on behalf of the Alberta Municipalities Board of Directors! I am pleased to advise that you have been chosen to receive the prestigious Alberta Municipalities Distinguished Service Award.

The Alberta Municipalities Distinguished Service Award recognizes Elected Officials who have served 20 or more years on an Urban Municipal Council.

We invite you to join us for the President's Dinner as we bring together past leaders of our association and celebrate this year's Alberta Municipalities Award Winners.

When: Tuesday, September 20 starting at 6:00 pm Where: Oak Room, Fairmont Palliser, Calgary

If you have any questions, please contact Anita Sookar at <u>Anita@abmunis.ca</u> or by telephone at 780-989-7406.

Sincerely,

Mayor Cathy Heron

Alberta Municipalities President

cc: Her Worship Mayor Cathy Heron, Alberta Municipalities President Her Worship Mayor Elisa Brosseau, Town of Bonnyville Bill Rogers, CAO, Town of Bonnyville



### Royal Canadian Mounted Police

Gendarmerie royale du Canada

Commandant de l'Alberta

Commanding Officer Alberta

August 30, 2022

To all local Alberta government and community leaders:

Over the past weeks, there has been extensive news coverage regarding the independent inquiry created to examine the April 2020 mass casualty in Nova Scotia. Many different testimonies have been heard to date, and the commission will continue its work in to the coming month. While much debate takes place on public platforms and in the media across the county, it is important to me to assure you the first priority of the Alberta RCMP is, and will always be, without exception, public safety. The communities and citizens you represent can be confident and trust in the police services provided by the Alberta RCMP.

Each Alberta police officer has mandatory advanced training to respond to significant events in the first instance. Additionally, each frontline Alberta RCMP officer is provided supplementary training on managing dynamic critical incidents. Detachments have local protocols in place that are reviewed and updated regularly, ensuring specific community needs are addressed within the management of critical incidents.

In Alberta, we are well positioned to escalate our response should circumstances require it. Our critical incident response includes highly skilled, specialized teams trained in both rural and urban settings, prepared to rapidly deploy anywhere in the province. This response includes our Division Emergency Operations Center, Emergency Response Teams, Special Tactical Operations Team, Air Services and Police Dog Services, to name a few. We have implemented the latest technology available to enable situational awareness when managing public safety events and have invested in equipment such as Unmanned Aerial Vehicles and surveillance platforms to enhance our response.

The Alberta RCMP has strong working relationships with the municipal police services in Alberta. We undertake joint investigations and have engaged in a number of joint operations. Our specialized critical incident teams often train together, and we have developed our systems to enable the ability to share our situational awareness tools with other police agencies during public safety events. Interoperability and cooperation is a priority for the Alberta RCMP and it remains an important part of policing in the province.

Any time an incident occurs in Alberta RCMP jurisdiction we undertake a review, assessing our response and actions, implementing best practices and addressing lessons learned. We also review findings from inquiries, inquests and major events in the province, country and internationally to evaluate our readiness to respond to similar situations and to consider recommendations from lessons learned in those events. This continuous evaluation has resulted in the adaptation of training and implementation of processes, technology and equipment to better position us to respond to dynamic incidents.

As an example, the Alberta RCMP has had senior police officers assigned to our dispatch center to oversee and provide guidance on public safety events. Investment through the Police Funding Model has afforded us an opportunity to expand this response by establishing an Alberta RCMP Real Time Operations Center (RTOC). The RTOC will provide active monitoring of events throughout the province, determine and coordinate the

Canadä'

appropriate resources needed, and enhance communications both internally and with the public. In addition to senior police officers, the RTOC will be staffed with criminal analysts, communications strategists and other resources to assist frontline police officers in identifying appropriate local or regional support.

In early 2020, the Alberta RCMP recognized the need for a police-initiated public alert system, specifically designed to address public safety events such as an active shooter. We approached the Ministry of Justice and Solicitor General, who is responsible for the Alberta Emergency Alert System, proposing the development of this system. Working with the ministry and other police services in Alberta, the Police-Initiated Public Alert system was developed and has been implemented. This system has been used by the Alberta RCMP since it became operational, allowing for immediate notification of residents in a localized area.

Public safety needs, along with new and emerging threats and crime trends, call for police services to evolve and adapt to address those challenges. My management team and I meet regularly with representatives from the Ministry of Justice and Solicitor General to articulate our need for resources, technology and equipment, ensuring our service is equipped to respond to public safety events. Our team routinely updates the ministry with respect to operational and administrative matters, as required and when appropriate.

It is the responsibility of my leadership team and I to ensure your community leadership, as well as your citizens, know the policing services in their jurisdiction are prepared, modern, flexible and ready to respond to any critical event they may face. I encourage you to reach out to your local detachment commanders to discuss critical response, or any other policing concerns, directly. They are your local Chiefs of Police and I know they will be happy to hear from community leaders and citizens alike.

You may also reach out to me directly at 780-412-5444 or <a href="Curtis.zablocki@rcmp-grc.gc.ca">Curtis.zablocki@rcmp-grc.gc.ca</a>. I am always happy to hear from community leaders.

Thank you for your continued support. We are proud to serve as your provincial and municipal police service.

Yours truly,

C. M. (Curtis) Zablocki/M.O.M.

Deputy Commissioner

Commanding Officer Alberta RCMP

11140 - 109 Street Edmonton, AB T5G 2T4

Telephone:

780-412-5444

Fax:

780-412-5445



# Friday

**PROGRAM** 

DANCE

October 14, 2022

**Bonnyville Centennial Centre Fieldhouse** 

COCKTAILS 6 P.M.

DINNER 7 P.M.

7:30 P.M.

To Follow

Our Resiliency Runs Deep Awards are back to honor the accomplishments of our incredible Bonnyville business community. Times are changing. The lingering effects of a pandemic, labour challenges and various other obstacles are still very prevalent, yet our business community still stands strong. Join us for an evening of fun, food and networking as we recognize those that help drive and support of local economy.



### **TICKETS: \$85 EACH** (\$75 FOR CHAMBER MEMBERS)

**TOGETHER** AGAIN!

Join us to

celebrate our

BONNYVILLE **Business Leaders** 

IN-PERSON!

BUY ONLINE AT BONNYVILLECHAMBER.COM

Contact the Chamber office for more information at 780.825.3252



# Sponsorship Opportunities

### Presenting Sponsor (\$5,000 - 1 available)

As our exclusive presenting partner this sponsor to be named on all event materials and within all media mentions.

- Recognition on our Facebook page
   event page on website
- Link to company website on our webpage
- Individual signage with logo at venue entrance
- 3 Facebook live videos highlighting your business
- Sponsored Facebook advertisement for two weeks
- MC recognition at award ceremony
- Thank you mention in post-event advertising
- · 6 tickets to the event

### Wine Sponsor (\$2,500 - 1 available)

- Logo on wine bottle labels
- Facebook Live leading up to the event
- 4 created advertisements for the Chamber's M2M newsletter
- 4 Facebook posts advertising your business (boosted for wider reach)
- 2 unique email fanouts to membership advertising your business
- 4 tickets to the event

### Award Sponsor (\$1,500 - seven available)

- Logo displayed & name recognition during award presentation (includes the opportunity to present the award to the winner)
- Facebook Live leading up to the event
- 2 created advertisements for the Chamber's M2M newsletter
- 2 Facebook posts advertising your business
- 4 tickets to the event



### Gold Sponsor (\$1,000)

- Medium logo displayed during event
- Facebook Live leading up to event
- 3 created advertisements for the Chamber's M2M newsletter
- 3 Facebook posts advertising your business (boosted for wider reach)
- 2 tickets to the event

### Silver Sponsor (\$500)

- Small logo displayed during event
- Facebook Live leading up to event
- 2 created advertisements for the Chamber's M2M newsletter
- 2 Facebook posts advertising your business

### **Bronze Sponsor (\$250)**

- Recognition on our Facebook page and event web page
- Logo recognition in program and slideshow during awards



Outstanding Small Business

Outstanding Large Business

Outstanding Not For Profit

Emerging Entrepreneur

Extraordinary Leadership

Exemplary Customer Service

Building Community Resilience



p: 780-594-9905 tf: 1-877-594-5454 f: 780-594-9907 Box 479, Cold Lake, AB T9M 1P1 lcfasd.com



Dear Mayor Brosseau,

This September 9<sup>th</sup> marks the 24<sup>th</sup> Annual International Fetal Alcohol Spectrum Disorder (FASD) Awareness Day. FASD is the diagnostic term used to describe the broad range of effects that can occur in an individual who was prenatally exposed to alcohol. These effects can include lifelong physical, mental, and behavioral difficulties, as well as learning disabilities.

Drinking alcohol during pregnancy continues to be the leading cause of developmental disabilities around the globe. We want to ensure that our community receives the message that the safest choice for someone who is pregnant or planning to become pregnant is not to drink alcohol. We also recognize that individuals whose drinking puts them at risk for having a child with FASD, need to be supported and benefit from open, non-judgmental conversations and interventions.

During FASD Awareness Day, we are sending encouraging messages for importance of alcohol-free pregnancies. The Lakeland Centre for FASD will be hosting several events around the Lakeland region for FASD on September 9<sup>th</sup>, 2022. A list of events will be posted on our website at <a href="https://www.lcfasd.com">www.lcfasd.com</a> along with our Facebook page. Please feel free to share and join us if you are able.

As a leader in your community, we ask that you consider signing the attached proclamation to acknowledge International FASD Awareness Day and FASD day in Bonnyville. We would be happy to arrange an opportunity to send a representative to witness the signing of the proclamation. This can be arranged by contacting the Lakeland Centre for FASD at 780-594-9905 or <a href="mailto:Admin@lcfasd.com">Admin@lcfasd.com</a>.

Thank you for taking the time to read and review this proclamation and for your interest in supporting our efforts, along with FASD day. We look forward to hearing from you.

Sincerely,

Marilyne Thir

**FASD Day Committee** 

Lakeland Centre for FASD

SCANNED

Doc #

Name





It's Multi-Natural

POSTAL BAG 1006 BONNYVILLE, AB T9N 2J7 TELEPHONE: (780) 826-3496 FAX: (780) 826-4806 TOLL FREE: 1-866-826-3496

PLEASE VISIT BONNYVILLE ON THE WORLD WIDE WEB www.bonnyville.ca

### **PROCLAMATION**

Fetal Alcohol Spectrum Disorder Awareness Day September 9, 2022

WHEREAS: Fetal Alcohol Spectrum Disorder (FASD) is a diagnostic term that describes a variety of effects that can occur within an individual who was prenatally exposed to alcohol; and

WHEREAS: Children and adults that have FASD within the world, experience lifelong physical, mental, and behavioral difficulties, as well as learning disabilities; and

**WHEREAS:** Caregivers, families, professionals, and individuals living with FASD, along with many others around the world, will observe the 24th International FASD Awareness Day on September 9th 2022, with a minute of reflection at 9:09am.

NOW THEREFORE: I, Elisa Brosseau, Mayor of the Town of Bonnyville on behalf of Council, do hereby proclaim September 9th 2022 as "Fetal Alcohol Spectrum Disorder Awareness Day" in the Town of Bonnyville. I encourage everyone to act with compassion and understanding towards individuals who have experienced prenatal alcohol exposure and to take both personal and profession responsibility to become better informed about FASD and how to prevent it.

Signed,

Elisa Brosseau Mayor Town of Bonnyville



# Appendix A

Policy No. 15-FN-068 – Community Donation Policy

Council Receptions & Public Relations
Spreadsheet

POLICY TITLE: COMMUNITY DONATION POLICY  NEW POLICY NO. 15-FN-068				
REVISION DATE: June 22, 2021				

### Purpose:

The purpose of this policy is to structure donations/grants of municipally owned resources in limited amounts to non-profit organizations within the Town of Bonnyville for purposes related to the well-being of the community and the growth and/or recognition of individuals in the community.

#### 1. **Definitions**

- 1.1 Council means the Council of the Town of Bonnyville, in the Province of Alberta.
- 1.2 Chief Administrative Officer means the person appointed by Council to carry out the powers, duties and functions of the position of Chief Administrative Officer, or the person appointed to act as his designate.
- 1.2 Management means all General Manager or Designate level positions.
- 1.3 Employee means the employee of the Town of Bonnyville.
- 1.4 <u>Donation</u> means any direct monetary contribution or provision of Town services, facilities, equipment or merchandise that is not eligible for assistance under any other Town Program.

#### 2. Responsibilities

### 2.1 Council

- 2.1.1 To give formal approval to the policy.
- 2.1.2 To give formal approval of specific levels of donation as outlined in this policy.
- 2.2 Chief Administrative Officer or his designate.
  - 2.2.1 To establish and present to Council for approval appropriate guidelines.
  - 2.2.2 To provide forms, schedules and agreements necessary for the administration of this policy.

Document Number: 205277

Page 1 of 6



POLICY TIT	LE: COMMUNITY DONATION	N POLICY
N	IEW POLICY NO. 15-FN-068	
ORIGIN/AUTHORITY: Town of Bonnyville Finance Department	ADOPTED BY: Town of Bonnyville – Council	EFFECTIVE DATE: April 14, 2015
REVISION DATE: June 22, 2021		

2.2.3 To approve all donation requests.

### 2.3 Management

2.3.1 To ensure all employees under their authority are aware of the Community Donation Policy and adhere to the procedures.

### 3. Policy Scope

- 3.1 This policy applies to all town departments, boards, agencies, facilities and other organizations falling within the reporting entity for the Town of Bonnyville with the following exceptions which may continue to provide grants to groups through its own budget line and outside of this policy:
  - Bonnyville Family & Community Support Services community grants.
  - Bonnyville Handi-bus.
  - Bonnyville and District Centennial Centre
  - Bonnyville Library
  - Bonnyville Regional Fire Authority
- 3.2 Monetary Donations while not a common form of donation, applications requesting monetary funds will be reviewed by Administration and shall be brought to an open council meeting with a recommendation for decision by resolution based on a determine Fee Schedule (Schedule B), as amended by Council from time to time.

### 4. Application Guidelines

- 4.1 All requests for donations should be directed in writing to the Town of Bonnyville one month prior to the event so the request can be considered.
- 4.2 Requests for support must meet at least one of the following criteria:
- 4.2.1 General Exposure and Profile The event or activity enhances the Town's general profile and/or status, and/or increases overall awareness of the Town of Bonnyville as a community, particularly when the event or activity will provide media exposure for the Town.

8

Document Number: 205277 Page 2 of 6

POLICY TIT	LE: COMMUNITY DONATIO	N POLICY
N	IEW POLICY NO. 15-FN-068	
ORIGIN/AUTHORITY: Town of Bonnyville Finance Department	ADOPTED BY: Town of Bonnyville – Council	EFFECTIVE DATE: April 14, 2015
REVISION DATE: June 22, 2021		

- 4.2.2 <u>Economic Benefit</u> the event or activity attracts tourists and visitors to the Town thereby providing economic benefit to local businesses.
- 4.2.3 <u>Promote Civic Pride and Sense of Place</u> The event or activity will enhance entertainment, recreational, and cultural opportunities for Bonnyville residents and will help create a more varied, vibrant, and interesting local flavour.
- 4.3 Organizations and/or charities whose primary focus is not within the municipality shall not be considered for a municipal donation.
- 4.4 The Town of Bonnyville does not provide support for business events, conferences, and any other events and/or activities that are solely commercial in nature.
- 4.5 The Town of Bonnyville reserves the right to request specific information regarding any group, individual, or organization making an application.
- 4.6 The Town of Bonnyville recognizes that some events are strongly identified within the community; therefore these events may require on-going funding due to the exposure and tourism opportunities they provide. The Town of Bonnyville may opt to commit to funding for more than a one-year period, however the annual application process will still be required. On-going support is not guaranteed.
- 4.7 In making donations/grants, the municipality may impose such conditions and/or restrictions as it deems fit.
- 4.8 Facility and/or Equipment donation requests exceeding 50% of the total rental cost must be approved in a regular council meeting by resolution.
- 4.9 Approval of applications is subject to the budgeted funds available in any given year, and therefore the application process is competitive.
- 4.10 The Town of Bonnyville may provide promotional items for fundraising purposes, including door prizes, auction items and giveaways, at the discretion of the CAO or designate, subject to application.
- 4.11 The Town of Bonnyville may post or advertise information on behalf of a charity or non-profit organization on staff or public bulletin boards in town facilities, in the local newspaper, on the town website, and through social media channels at the

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POLICY TIT	LE: COMMUNITY DONATIO	N POLICY		
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discretion of Administration, at no incurred cost to the Town of Bonnyville.

4.12 This section in not exhaustive, but provides the general rules for funding and the Town of Bonnyville and its Council reserves the right to accept or refuse any application for any reason.

### 5. Application Process

- 5.1 Applications for donations should be received at least one month prior to the event to be considered. Where it is not possible to submit an application a month prior to the event, the application should be submitted at the applicant's earliest convenience.
- 5.2 Each application will be reviewed by administration with a recommendation forwarded to the CAO and/or Council, if required, for decision.
- 5.3 Applicants may be required to attend a Council meeting to respond to any questions regarding their application.
- 5.4 In determining the amount of support, the Town of Bonnyville will consider:
  - 5.4.1 Fundraising efforts made by the applicant;
  - 5.4.2 Total budgeted cost for the event or activity;
  - 5.4.3 The applicant's contribution to the event by way of volunteer activities, inkind and financial contributions;
  - 5.4.4 The benefit to the community overall, and the significance of the event or activity:

5.4.5 The marketing value and opportunity offered the Town in exchange for its support.

Approved by:	Date Signed: June 22 nd 2021
Approved by	Date Signed: June 22nd, 2021
	•

POLICY TITLE: COMMUNITY DONATION POLICY					
NEW POLICY NO. 15-FN-068					
PRIGIN/AUTHORITY: Town of onnyville Finance Department	ADOPTED BY: Town of Bonnyville - Council	EFFECTIVE DATE: April 14, 2015			
REVISION DATE: June 22, 2021					

"SCHEDULE A" **Donation Request Application Form** Organization: **Contact Person:** Mailing Address: Town: Postal Code: **Phone Number: Email Address:** Name of the Event: Type of Donation Requested 1. MONETARY (Cash donation) **Amount Requested:** Please describe what the funding will be used for: 2. FACILITIES Please describe what the facilities will be used for, including dates: 3. PROMOTIONAL ITEMS ☐ Giveaways to Participants Age of Participants: Amount: □ Door Prize **Number of Event Participants:** Silent Auction Item **Number of Event Participants:** Please attached a formal Letter of Request with the Application Form. It is recommended to have requests submitted a minimum of 1 month prior to your event to ensure great success for approval. FOR OFFICE USE ONLY **Donation Approved:** Approved By: Resolution Number:

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"SCHEDULE B"

Community Donation Fee Schedule includes, but is not limited to:

Event Category	Fee Schedule		
General Exposure and Profile			
Local Annual Events including golf tournaments (hole sponsorships included)	Maximum \$250.00		
Annual Toxic Round-up	\$2,500.00		
Association Conferences where municipal staff are members and participating	\$1,500.00 sponsorship amount for a session break/speaker and/or silent auction item as determined required by Department General Manager or Designate		
Economic Benefit			
Regional Events which will attract tourists/visitors to the Town	As per written request to a maximum \$5000.00		
Annual Bonnyville Rodeo & Chuckwagon Event including Rodeo Queen Sponsorship	\$500.00		
Bi-annual Oil & Gas Show	As per written request to a maximum \$5000.00		
Promotion of Civic Pride and Place			
Teams participating in provincial championships	Maximum \$250.00		
Local Sport Associations, Teams and Community Groups	Maximum \$250.00 With an option for participation by the group in the Spring Clean-up to raise additional funds		
School Graduations	Maximum \$250.00 With an option for participation by the group in the Spring Clean-up to raise additional funds		
Annual Charitable Activities (Christmas, Thanksgiving Meals)	\$500.00		
Career Expos	\$500.00		
Recognition of Milestone Events (anniversaries, birthdays)	Plaque donation		
Memorial Donations for Outstanding Contributions for Long-time Service to the Community	Maximum \$250.00		
Annual Family Boxing Day Event	\$250.00		

This Fee Schedule does not exclude Council from making a motion to purchase tickets or tables to participate in local events which will be considered separately from the general donation requests noted above.



Receptions & Public Relations					
Recipient	Description	Act	Budget		
		2021	2022	2022	
4 Wing Base Funds	Air Show	\$ -	\$ 20,000.00	\$ 20,000.00	
Alberta Conservation	Restock Fish Pond	\$ -	\$ -	\$ 500.00	
BCHS Grad	Donation to Grad	\$ 250.00	\$ 250.00	\$ 250.00	
Bonnyville 4H Club	Contribution for Programming	\$ 250.00	\$ 250.00	\$ 500.00	
Bonnyville Canadian Native Friendship Centre	Homeless Shelter	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00	
Bonnyville Canadian Native Friendship Centre	Thanksgiving & Christmas Dinners	\$ -	\$ -	\$ 400.00	
Bonnyville Chamber of Commerce	Oil & Gas Show	\$ -	\$ -	\$ -	
Bonnyville Chamber of Commerce	Winter Tradeshow	\$ 3,000.00	\$ -	\$ 3,000.00	
Bonnyville Chamber of Commerce	Golf Classic	\$ 400.00	\$ -	\$ 1,000.00	
Bonnyville Chamber of Commerce	Chili Cook Off Sponsorship	\$ 2,000.00	\$ 1,904.76	\$ 2,000.00	
Bonnyville Gear Grabbers	Show & Shine & Drag Racing	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
Bonnyville Golf & Country Club	Ladies Classic	\$ -	\$ 250.00	\$ 250.00	
Bonnyville Health Centre	2 Tables for Gala & Auction Item	\$ -	\$ 2,500.00	\$ 3,400.00	
Bonnyville Junior A Pontiacs	Fundraiser Dinner	\$ -	\$ -	\$ 400.00	
Bonnyville Junior A Pontiacs	Ambassador Sponsorship	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
Bonnyville Pro Rodeo & Chuckwagon Association	Sponsorship	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	
Bonnyville Senior Citizens Society	Fish Fry Tickets	\$ -	\$ -	\$ 300.00	
Bonnyville Senior Citizens Society	Fall Supper Tickets	\$ -	\$ -	\$ 400.00	
Bonnyville Victim Services	Mock Collision Event	\$ -	\$ -	\$ 500.00	
CNRL Donation Committee	Table Sponsorship	\$ -	\$ -	\$ 480.00	
CNRL Donation Committee	Contribution for Silent Auction	\$ -	\$ -	\$ 250.00	
Cold Lake Alpine Ski Society	Ski Race Donation	\$ -	\$ 250.00	\$ 250.00	
Cold Lake Chamber of Commerce	Business of the Year Gala	\$ -	\$ -	\$ 1,500.00	
Ecole Des Beaux Lac	Contribution to Grad	\$ -	\$ -	\$ 250.00	
Ecole Notre Dame High School	Contribution for 2 Awards	\$ -	\$ -	\$ 150.00	
Ecole Notre Dame High School	Contribution to Grad	\$ 250.00	\$ -	\$ 250.00	
Elk Point Lions Club	Contribution to Walleye Classic	\$ -	\$ -	\$ 250.00	
Extreme Mudfest	Donation	\$ -	\$ -	\$ 2,500.00	
Graduation Cards	Purchase Cards for Graduates	\$ 425.00	\$ 570.00	\$ 1,000.00	
Graduation Program	Gift for Graduates	\$ 3,640.00	\$ 181.98	\$ 4,000.00	
The Kleinman Cup	The Kleinman Cup Golf Tournament	\$ -	\$ -	\$ 1,050.00	
Kehewin	Ceremonies	\$ -	\$ -	\$ 250.00	
Kehewin	Contribution to Pow Wow	\$ -	\$ 1,000.00	\$ 250.00	
Kehewin	Contribution for Healing Ride	\$ -	\$ -	\$ 250.00	
Kehewin	Contribution to Little Braves Relay	\$ -	\$ -	\$ 250.00	
Lakeland Yellowiackets	International Competition	\$ -	\$ -	\$ 250.00	
Naming Committee	Purchase of Signs	\$ -	\$ -	\$ 4,000.00	
PCPA	Cheer Competition	\$ -	\$ -	\$ 250.00	
Rednecks with a Cause	Autism Gala	\$ -	\$ -	\$ 400.00	
Ronald MacDonald House Charities	Winterland Invitational Sponsorship	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	
Ronald MacDonald House Charities	Charity Golf Tournament & Hole Sponsor	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Royal Canadian Legion	Wreath for Remembrance Day	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Various - School Event Donations	Donations for School Events		\$ 1,500.00	\$ 1,760.00	
Various - School Event Donations  Various - Sports Team Donations	Donations for Community Sports Teams	\$ 1,500.00	\$ 4,250.00	\$ 5,600.00	
Various - Other Small Donations/Golf/Events	Memorials, Retirements, Etc.	\$ 1,500.00	\$ 11,685.00	\$ 8,200.00	
Village of Glendon	Pyrogy Bonspiel	\$ 5,296.63	\$ 11,085.00	\$ 150.00	
village of diefidon		10 March 10	\$ 123,591.74	A CONTRACTOR OF THE PARTY OF TH	
	Total	\$ 69,263.83	\$ 125,591.74	\$ 145,550.00	
	Budget Committed and Forecasted	-1		\$ 16,483.02	
	Forecasted Budget Remaining	_		\$ 5,475.24	

Gran	ts PCN, Promotions, Recycling						
Recipient	Description		Acutals			Budget	
			2021	Г	2022	П	2022
Bonnyville Primary Care Network	Mental Health Navigator	1	\$ 25,000.00	\$	75,000.00	\$	75,000.00
Bonnyville Household Toxic Roundup Committee	Toxic Roundup		\$ 9,727.50	\$	•	\$	7,000.00
	Total		\$ 34,727.50	\$	75,000.00	\$	82,000.00
	<b>Budget Committed and Forecated</b>		(A)			\$	7,000.00
	Budget Remaining					\$	