



**MD of Willow Creek**  
**June 24, 2020 - Regular Council - 09:00 AM (Regular Meeting of Council)**

- 1 Call To Order**
  - 1.1 Additions to Agenda
- 2 Minutes**
  - 2.1 Minutes of the June 10, 2020 Council Meeting
    - 📎 June 10, 2020 Council Minutes
- 3 Delegations**
  - 3.1 10:00 a.m. Chinook Arch Regional Library System
    - 📎 For Information - Library Services
    - 📎 Email from Robin Hepher - Library Cash Flow - June 2020
    - 📎 Municipal Library Cash Flow Information - Email from Chinook Arch
    - 📎 Letter of Understanding with Willow Creek
    - 📎 Email from Library Services Branch - April 24, 2020
    - 📎 Minister Madu Letter to Public Libraries
    - 📎 Provincial Library Grants by Community
  - 3.2 11:00 a.m. RCMP Delegation - Sgt Mucha and Sgt Stannard
    - 📎 Fort Macleod Detachment Annual Performance Plan 2020
    - 📎 Hamlet of Granum April 1 to June 23, 2020
    - 📎 MD of Willow Creek April 1 to June 23, 2020
- 4 Financial**
  - 4.1 Cheque Register
    - 📎 Cheque Register 06242020
- 5 Public Hearings**
- 6 Council Matters**
  - 6.1 Council Commitments - June/July/August
    - 📎 For Information Council Commitments - June/July/August
  - 6.2 Capital Equipment Purchase
    - 📎 For Decision - Capital Asset Purchase - 2020 S76 T4 Bobcat Skid Steer
    - 📎 Bobcat S76 Quote
  - 6.3 Hamlet of Granum A-1 Municipal Assessment Rider
    - 📎 For Discussion - Hamlet of Granum Electrical Assessment Rider

- 📎 Fortis Electrical Franchise Agreement
- 📎 ATCO Gas Franchise Agreement
- 📎 Letter from ATCO Gas - June 8, 2020
- 6.4 Intermunicipal Emergency Services Agreement
  - 📎 RFD - Intermunicipal Emergency Services Agreement
  - 📎 Intermunicipal Emergency Services Agreement
- 6.5 Land Use Bylaw - Keeping of Animals
  - 📎 For Decision - Starke, Jess - Request
  - 📎 Letter of Request
  - 📎 Acreage Area
  - 📎 Acreage Drawing
  - 📎 Lot 1 Blk 1 Pln 1110137 (SE 1-16-29-W4M)
- 6.6 Alberta SouthWest Emerging Tech Solutions for Business Webinar July 16, 2020
  - 📎 Event - Emerging Tech Solutions for Business Webinar July 16, 2020
- 6.7 Stavely LED Sign
  - 📎 Stavely LED Sign
- 6.8 Truck Request
  - 📎 Truck Request
- 7 **Council Reports**
- 7.1 Assessment Review Board - Member Refresher Training - Deputy Reeve Alm
- 8 **By-Laws and Policies**
- 9 **Correspondence**
- 9.1 Town of Claresholm - Medical Clinic Taxes
  - 📎 Claresholm Medical Clinic Property Taxes
- 9.2 Fair Deal Panel Report
  - 📎 RMA Fair Deal Panel Report Analysis
  - 📎 Fair Deal Panel Report
- 9.3 NRCB LA20001 - P & H Wessels Farms Ltd.
  - 📎 LA20001 - NRCB to Parties e Notice of Filed RFR Rebuttal Opportunity
  - 📎 RFR #1
  - 📎 RFR #2
  - 📎 RFR #3
  - 📎 RFR #4
  - 📎 Fiona Vance, Chief Legal Officer NRCB
- 10 **Closed Session**
- 10.1 FOIP - Section 21 - Disclosure harmful to intergovernmental relations
- 11 **Adjournment**





## **MD of Willow Creek**

### **Meeting Minutes**

**Regular Meeting of Council June 10, 2020 - 11:00 AM**

**Municipal District of Willow Creek – Administration Office**

**Claresholm, Alberta**

Reeve Maryanne Sandberg  
 Deputy Reeve Glen Alm  
 Councillor John Van Driesten  
 Councillor John Kroetsch  
 Councillor Darry Markle  
 Councillor Evan Berger  
 Councillor Ian Sundquist (Present through Electronic Communication)  
 Derrick Krizsan - Chief Administrative Officer  
 Sheila Karsten - Recording Secretary  
 Johanne Hannas - Director of Finance  
 Cindy Chisholm - Manager of Planning and Development  
 Mike Burla - Oldman River Regional Services Commission  
 Roy Johnson - Public Works Superintendent  
 Roly Cochlan – Public Works Assistant Superintendent

News Correspondent Rob Vogt

Gallery:

Brian Vandervalk  
 Robyn Wytinck

**1**

#### **Call To Order**

Reeve Sandberg called the meeting to order at 1:11 p.m.

**1.1**

#### **Additions to Agenda**

There were no additions to the agenda.

**2**

#### **Minutes**

The Minutes of the May 27, 2020 Council meeting were presented.

**2.1**

#### **Minutes of the May 27, 2020 Council Meeting**

**Resolution No: M-20/252**

Moved by Deputy Reeve Alm to approve the May 27, 2020 Council meeting minutes as presented.

**CARRIED**

**10**

#### **Closed Session**

**Resolution No: C-20/253**

Moved by Councillor Markle to go into closed session at 1:14 p.m.

**CARRIED**

Rob Vogt left the meeting at 1:14 p.m.



10

**Closed Session****Resolution No: C-20/257**

Moved by Councillor Berger to come out of closed session at 2:12 p.m.

**CARRIED**

Robyn Wytinck left the meeting at 2:12 p.m.

Rob Vogt entered the meeting at 2:13 p.m.

10.1.1

**Custom Cannabis****Resolution No: M-20/258**

Moved by Deputy Reeve Alm to provide compensation of a tax incentive that is equal to "Year Two" at 50% municipal portion which includes policing costs for a total amount of \$61,450.05 to Custom Cannabis due to a delay in the annexation of the property to the Town of Claresholm and in consideration of the annexation agreement in place between Custom Cannabis and the Town of Claresholm.

**CARRIED**

3

**Delegations**

There were no delegations.

4

**Financial**

4.1

**Cheque Register**

Director of Finance Hannas presented the cheque register for cheque#'s 24528 - 24538 and EFT#'s 2486 - 2524 in the amount of \$880,888.83 as information.

Received for information.

Craig Pittman entered the meeting at 2:24 p.m.

4.2

**Bank Reconciliation****Resolution No: M-20/259**

Director of Finance Hannas presented the Bank Reconciliation as of May 31, 2020 with a total balance of \$5,560,057.70.

Moved by Councillor Berger to accept the Bank Reconciliation to May 31, 2020 as presented.

**CARRIED**

4.3

**Discretionary Grants****Resolution No: C-20/260**

Director of Finance Hannas presented Discretionary Grants Reconciliation balance to May 31, 2020 in the amount of \$24,875.51.

Moved by Councillor Kroetsch to accept Discretionary Grants Reconciliation balance to May 31, 2020 as presented.

**CARRIED**

5

**Public Hearings**

There were no Public Hearings scheduled.

6

**Council Matters**

6.1

**Council Commitments - June/July**

Upcoming commitments for Council Members were presented for June and July 2020.

Received for information.

## 6.2

### **Annexation Final Consent**

#### **Resolution No: C-20/261**

Municipal Government Board indicated that completion of the Order Annexing Land was delayed due to the COVID issue and the timing of the order in council has changed to January 1, 2021. To the Annexation of the following lands into the Town of Claresholm:

THAT PORTION OF SE 1/4 SEC 23, TWP 12,  
RGE 27, W 4 M WHICH LIES NORTHEAST  
OF ROAD PLAN 0313338

THAT PORTION OF ROAD PLAN 0313338  
WITHIN SE 1/4 SEC 23 & SW 1/4 SEC 24,  
TWP 12, RGE 27, W 4 M

THAT PORTION OF PLAN 9410195 WITHIN  
SW 1/4 SEC 24, TWP 12, RGE 27, W 4 M

THAT PORTION OF GOVERNMENT ROAD  
ALLOWANCE LYING BETWEEN SE 1/4 SEC 23 &  
SW 1/4 SEC 24, TWP 12, RGE 27, W 4 M

Moved by Councillor Berger To allow the Annexation of the following lands into the Town of Claresholm:

THAT PORTION OF SE 1/4 SEC 23, TWP 12,  
RGE 27, W 4 M WHICH LIES NORTHEAST  
OF ROAD PLAN 0313338

THAT PORTION OF ROAD PLAN 0313338  
WITHIN SE 1/4 SEC 23 & SW 1/4 SEC 24,  
TWP 12, RGE 27, W 4 M

THAT PORTION OF PLAN 9410195 WITHIN  
SW 1/4 SEC 24, TWP 12, RGE 27, W 4 M

THAT PORTION OF GOVERNMENT ROAD  
ALLOWANCE LYING BETWEEN SE 1/4 SEC 23 &  
SW 1/4 SEC 24, TWP 12, RGE 27, W 4 M

the Municipal District of Willow Creek No.26 does hereby certify that this report accurately reflects the results of the negotiations with respect to the proposed annexation. With regards to this annexation request, the Municipal District acknowledges:

- There are no known objections to the annexation at the time of this report being prepared;
- The landowners have consented to the annexation;
- That the government road allowance (Range Road 271) adjacent to the Custom Cannabis Inc. parcel and portion of Road Plan 9410195 will be maintained by the Town of Claresholm;
- There will be no compensation to the MD of Willow Creek; and
- That the Town will provide special tax concessions with the landowner, described as follows:

For the purpose of taxation in 2021 and subsequent years up to and including 2030, the annexed land and the assessable improvements to it:

- (a) shall be assessed by the Town of Claresholm on the same basis as if they had remained in the Municipal District of Willow Creek, and
- (b) shall be taxed by the Town of Claresholm in respect of each assessment class that applies to the annexed land and the assessable improvements to it using

the municipal tax rate established by Municipal District of Willow Creek.

**CARRIED**

**6.3 Fort Macleod Flood Hazard Study**

The Fort Macleod Flood Hazard Study started in the spring of 2019. It assesses and identifies flood hazards along 19 km of the Oldman River and 15 km of Willow Creek through Fort Macleod and Municipal District of Willow Creek. The study map and summary were presented.

Received for information.

**6.4 MD of Ranchland Fire Chief Agreement  
Resolution No: C-20/262**

The Municipal District of Willow Creek and the Municipal District of Ranchland entered into an Emergency Services Agreement dated May 1, 2019 respecting the provision of emergency management services by the Municipality to the MD.

The Municipal District of Willow Creek Emergency Services amending agreement was presented which amends the current agreement to provide Fire Chief Services and to formalize the fire and emergency services which are currently provided. The rates provided within the agreement will provide for the recovery of costs and the replacement of Municipal District of Willow Creek fire response equipment.

Moved by Councillor Kroetsch to execute the Municipal District of Ranchland and Municipal District of Willow Creek Emergency Services Agreement.

**CARRIED**

**6.5 Municipal Asset Management Program Grant  
Resolution No: C-20/263**

The Municipal Asset Management Program is funded by Infrastructure Canada to support Canadian municipalities and communities in making informed infrastructure investment decisions based on stronger asset management practices. The program offers municipal grant funding as well as grants to partner organizations to provide training and capacity-building activities to increase skills within local governments to sustainably maintain their asset management programs. The maximum project length is 12 months. Funds allocated for the project have already been included in the 2020 budget and will be re-allocated for this project. No new funds are required.

Moved by Councillor Kroetsch that Council directs administration to apply for a grant opportunity from the Federation of Canadian Municipalities' Municipal Asset Management Program for the Municipal District of Willow Creek Asset Management Development program. Be it therefore resolved that the Municipal District of Willow Creek commits to conducting the following activities in its proposed project submitted to the Federation of Canadian Municipalities' Municipal Asset Management Program to advance our asset management program:

Activity 1: Asset Management Team Establishment and Training

Activity 2: Policy, Strategy, Terms of Reference, and Roadmap Development and Adoption

Activity 3: Data Collection and Improvement

Be it further resolved that the Municipal District of Willow Creek commits \$90,000 from its budget toward the costs of this initiative.

**CARRIED**

Craig Pittman left the meeting at 2:51 p.m.

## **7 Council Reports**

### **7.1 Porcupine Hills Foundation Audited Financial Statement - Deputy Reeve Alm**

The Porcupine Hills Foundation Audited Financial Statement for December 31, 2019 was presented.

Received for information.

## **8 By-Laws and Policies**

### **8.1 Bylaw No. 1864 - Road Closure and Lease**

First Reading of Bylaw 1864, the road closure and lease of NE 4-12-25-W4; SE 4-12-25-W4; NE 6-12-25-W4 and SE 6-12-25-W4 was on February 26, 2020. The Bylaw was signed by Reeve Sandberg and Chief Administrative Officer Krizsan and was sent to the Minister of Transportation. The Bylaw was signed and returned from the Minister of Transportation and was presented for second and third readings.

#### **8.1.1 Second Reading**

**Resolution No: C-20/264**

Moved by Deputy Reeve Alm Bylaw No. 1864 be given second reading.

**CARRIED**

#### **8.1.2 Third Reading**

**Resolution No: C-20/265**

Moved by Councillor Berger Bylaw No.1864 be given third and final reading and the Reeve and Chief Administrative Officer be authorized to sign and counter sign on behalf of the Municipal District.

**CARRIED**

## **9 Correspondence**

### **9.1 Cypress County HALO Air Ambulance Municipal Partnership**

Correspondence from Cypress County encouraging municipalities in the HALO Air Ambulance flight zone to provide funding was presented.

Received for information.

### **9.2 Concrete and Cement Industry Letter**

A letter from Concrete Alberta and the Cement Association of Canada to ask for support in stimulating local construction activity was presented.

Received for information.

### **9.3 Letter from Minister of Transportation Mclver - Bridge Culvert Replacement Funding**

A letter from the Minister of Transportation, Ric Mclver advising BF 2463 Bridge Culvert Replacement will be funded under the Strategic Transportation Infrastructure Program was presented.

Received for information.

### **9.4 Willow Creek Composite High School Graduation 2020**

A letter from Principal Jackie Kark of the Willow Creek Composite High School inviting Council to send a congratulatory message to the graduating class to be included in each of the graduates' package.

Received for information.

10

**Closed Session****Resolution No: C-20/266**

Moved by Deputy Reeve Alm to go into closed session at 3:00 p.m.

**CARRIED**

Rob Vogt left the meeting at 3:00 p.m.

10.4

**Closed Session Pursuant to MGA Section 197 and FOIP Section 21 - Disclosure harmful to intergovernmental relations**

10.6

**Closed Session Pursuant to MGA Section 197 and FOIP Section 17 - Disclosure harmful to personal privacy**

10

**Closed Session****Resolution No: C-20/267**

Moved by Councillor Kroetsch to come out of closed session at 3:23 p.m.

**CARRIED**

10.6.1

**Granum Property Tax Concern****Resolution No: C-20/268**

Councillor Kroetsch declared a conflict of interest.

Moved by Councillor Markle to respond to the resident of the Hamlet of Granum that taxes will not be written off.

**CARRIED**

11

**Adjournment****Resolution No: C-20/269**

Moved by Councillor Van Driesten to adjourn at 3:30 p.m.

**CARRIED**\_\_\_\_\_  
Reeve\_\_\_\_\_  
Chief Administrative Officer



## Municipal District of Willow Creek #26 For Information

Date Submitted: June 18, 2020

Originated by: CAO

Subject: Library Services – Financial Matters

### **RECOMMENDATION**

To review the information from Chinook Arch Regional Library System, the Willow Creek Library Board and the Library Services Branch (Municipal Affairs) pertaining to financial matters related to the library board including municipal contributions, provincial grants and distribution of provincial grant funding to other libraries in the region.

### **SUMMARY**

Library Boards operate independently of municipalities.

Library Boards receive financial support from the MD, Municipal Affairs as well as other grants and support from other community organizations.

The MD library board grant from the MD would be the amount equal to the grant formerly provided by both the MD and the Town of Granum.

The MD of Willow Creek Library Board would provide a portion of the Municipal Affairs library grant to other libraries within the MD of Willow Creek to support the services provided to MD of Willow Creek citizens.

The MD provides funding to Chinook Arch for regional library services who in turn provide services and funding for distribution of materials, technical services and grants for books.

The purpose of today's delegation is to familiarize the Council with the relationship between the MD, the Library Board, Municipal Affairs and the libraries of other communities located within the MD of Willow Creek.

### **BACKGROUND**

With the dissolution of the Town of Granum the Town of Granum Library Board was dissolved. A Library Board Bylaw was passed by the MD of Willow Creek to establish the Willow Creek Library Board in February 2020. Library Boards operate independently from the municipality. The MD provides a grant to the library board.

Each library board receives a library board grant from Municipal Affairs. In the case of the MD library board a portion of that grant would be provided to other libraries in the area.

The MD of Willow Creek has an agreement with Chinook Arch to participate in the Regional Library System.

### **LINKS TO STRATEGIC PLAN**

#### **Community**

#### **STRATEGIC PRIORITY: Identify opportunities to assist community groups**

**Key Initiative:** Provide administrative guidance to community groups



## Collaboration

**Key Initiative:** Identify collaboration opportunities with the private and public sector.

## ATTACHMENTS

Email from Robin Hepher – Chinook Arch Regional Library System

Municipal Library Cash Flow information from Robin Hepher

Letter of Understanding – MD of Willow Creek and CARLS (now expired with the implementation of an MD Library Board)

Email from Library Services Branch – April 2020

Letter from Minister of Municipal Affairs

Provincial Library Board grants by community

Prepared By:	Reviewed and Approved for Agenda
	
_____ Director / CAO / Committee	_____ Chief Administrative Officer

Hi Derrick,

Thanks for your email and voice message. I've been working on putting together some information on this matter as there have been some questions flying around. Below I've outlined two scenarios, in an effort to show how things have changed with the formation of the Willow Creek Library Board. Please let me know if anything is unclear.

#### Scenario 1: No MD Willow Creek Library Board

- MD Willow Creek Municipal Fee (paid to Chinook Arch):  $\$8.17 \times 5179 = \$42,312$
- MD Willow Creek Rural Services Fee (paid to Chinook Arch):  $\$2.34 \times 5179 = \$12,119$
- Provincial Library Grant (paid to Chinook Arch on behalf of Willow Creek's 2016 population of 5,554):  $\$5.55 \times 5554 = \$30,825$
- Chinook Arch took the \$2.34 MD Rural Services fee and added to it \$4.29 of the \$5.55 Provincial Library Grant:  $(\$2.34 + \$4.29) \times 5179 = \$34,337$ . This is the Rural Services Grant that MD libraries received through Chinook Arch. Each library would receive one fifth of that amount, or \$6,867 per library.
- Total Fees Paid by MD: \$54,431
- Total Grants redistributed to libraries through Chinook Arch: \$34,337  
The \$34,337 was split evenly between the five libraries that served Willow Creek MD patrons per the agreement between Chinook Arch and Willow Creek (up until this year, Granum was also a recipient of the Rural Services Grant). I've attached a copy of the agreement, for your information.
- Amount of Provincial Grant retained by Chinook Arch (difference between the \$5.55 Provincial Grant and the \$4.29 redistributed to libraries) = \$7,165. Chinook Arch retained a portion of the Provincial Operating Grant to help fund things like digital services on behalf of the rural population of the MD. With the creation of the MD Library Board, Chinook Arch has lost this revenue, but should be able to absorb it through savings elsewhere in the budget.

#### Scenario 2: Actual scenario with MD Willow Creek Library Board

- MD Willow Creek Municipal Fee (paid to Chinook Arch):  $\$8.17 \times 5179 + 406$  (Granum's 2019 population) = \$45,629
- MD Willow Creek Library Board Fee (paid to Chinook Arch):  $\$3.57 \times 5179 + 406 = \$19,938$
- In the Chinook Arch region, library boards receive a \$2.00 per capita book allotment (managed by Chinook Arch) that helps to ensure that library boards have funds to purchase materials in proportion to their population. In the case of the newly-formed Willow Creek MD, that amounts to \$11,170 ( $\$2.00 \times (5179 + 406)$ )
- Provincial Library Grant (paid directly to Willow Creek Library Board now instead of Chinook Arch) based on 2016 population of 5,554 plus 2016 Granum population of 447:  $\$5.55 \times (5554 + 447) = \$33,306$
- Total Fees paid by MD = \$65,567
- Total grants received by Willow Creek MD = \$33,306
- Total grants redistributed to libraries =  $\$33,306 + \text{Book Allotment worth } \$11,170 = \$44,476$
- Amount retained by Chinook Arch: \$0

I hope that's clear enough. There's a lot of moving parts with this, and the Board does have total autonomy when it comes to deciding how to redistribute the Provincial operating grants that it receives from Municipal Affairs. They may wish to split it evenly among the 5 libraries, or they may wish to offer some kind of differential funding to Granum, as they'll likely want to make sure that Granum has enough money to continue operating at whatever service level they deem appropriate. You will no doubt be familiar with this type of arrangement from your time at the MD of Taber.

Note that these calculations do not take into account whatever funding the MD is providing the MD Library Board, nor any cash transfer made directly from the MD to the other library boards within the MD.

Should you have any further questions, please feel free to give me a call!

All the best,  
Robin

**From:** Robin Hepher <[rhepher@chinookarch.ca](mailto:rhepher@chinookarch.ca)>  
**Sent:** Tuesday, June 16, 2020 12:02 PM  
**To:** Catherine  
**Cc:** Maryanne Sandberg <[maryanne.sandberg@mdwillowcreek.com](mailto:maryanne.sandberg@mdwillowcreek.com)>  
**Subject:** Willow Creek Library Board and Chinook Arch Rural Services

Dear Catherine,

I am emailing about recent developments with regard to the Willow Creek MD's creation of the Willow Creek Library Board. First of all, I would like to congratulate everyone involved in this process, which I see as a very positive development – especially where the Granum Library is concerned. I was very worried that the Granum library was going to close!

I just recently learned from Jorden DeSousa at the Public Library Services Branch that the Willow Creek Library Board is up and running, and so I thought I should make sure you were aware of some of the funding implications for your board and the other library boards within Willow Creek that serve Willow Creek residents (Fort Macleod, Granum, Claresholm, Stavely, and Nanton). It's a bit of a convoluted system, so if anything is unclear, perhaps we could follow up with a phone call.

Anyway, before Willow Creek MD had its own library board, it was what we consider a "rural" member of Chinook Arch (rural being a somewhat misleading shorthand for "municipality without a library board"). This meant that Willow Creek paid Chinook Arch a Rural Services Fee of \$2.34/capita, over and above its base municipal fee of \$8.17/capita. The Rural Services Fee that Chinook Arch received from Willow Creek was matched with \$4.29/capita of the Provincial Operating Grant for the population of Willow Creek, which came directly to Chinook Arch. These monies were split evenly among the 5 libraries within Willow Creek. Because Willow Creek has a relatively large population, these transfers to libraries were not insignificant.

Now that Willow Creek has formed a library board, things look quite different:

- The MD will still pay the base municipal fee that every Chinook Arch member pays (\$8.17/capita)
- Instead of the \$2.34/capita Rural Services Fee to Chinook Arch, it will now pay a \$3.57/capita Library Board Fee.
- Provincial Operating Grant of \$5.55/capita will no longer come to Chinook Arch for redistribution to Willow Creek libraries, but will come directly to the Willow Creek Library Board. There is currently no agreement that I am aware of for the redistribution of these funds.
- The Library Board Fee of \$3.57/capita also triggers what is called a "Book Allotment," which is a \$2.00/capita fund that library boards can use to purchase library materials in proportion to their population. Given the sizeable population of Willow Creek + Granum, this amounts to a significant sum.

I am working on a chart that illustrates the new cash flows, and I will forward that to you as soon as possible. In the meantime, I am curious if there has been any discussion around the Willow Creek Library Board table about continuing to redistribute operating funds to the libraries within Willow Creek? I know there is some concern out there about what might become of the funds that the libraries have become accustomed to receiving.

Would you be willing to meet with a group of library managers and/or board chairs to discuss these and any other issues arising from the creation of the Willow Creek Library Board? If so, I could set up a Zoom meeting for a time that is convenient for you.

I know there is a lot of information in this email. If you have questions or would like to discuss further, please give me a call any time at 403-360-2727.

I am copying Maryanne Sandberg, who is the Willow Creek rep on the Chinook Arch board, so that she is aware of the conversation.

Sincerely yours,

Robin

**Robin Hepher**

CEO

Office: 403-380-1505 | Mobile: 403-360-2727



[www.chinookarch.ca](http://www.chinookarch.ca)

Letter of Understanding  
for the  
Provision of Library Services to the Municipal District of Willow Creek

Chinook Arch Regional Library System will act as Library Board and offer library services to the Municipal District of Willow Creek on behalf of the MD beginning in the year 2003.

The Chinook Arch Library Board agrees to transfer rural library services grants to the Municipal public library Boards in Nanton, Stavely, Claresholm, Granum and Fort Macleod on behalf of Willow Creek MD in equal amounts. Grants to town boards will be based on a percentage of the MD payment for rural services plus the provincial library services grant obtained on behalf of the MD.

Chinook Arch will be responsible for ensuring the completion of the Needs Assessment and Plan of Service as required by provincial legislation.

The Municipal District of Willow Creek agrees to pay Chinook Arch \$2.34 per capita in addition to the System Membership fee for distribution in equal amounts to the town libraries in Nanton, Stavely, Claresholm, Granum and Fort Macleod on behalf of Willow Creek MD. The MD will be invoiced for the Rural Library Services Grant with its System Membership fee. Payments shall be due in two equal instalments by January 15 and July 1 of each year

This Letter of Understanding will be reviewed every three years in consultation with the MD Council and its representative to the Chinook Arch Library Board.

Chinook Arch Library Board Municipal District of Willow Creek

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**From:** "Jen Anderson" <[Jen.Anderson@gov.ab.ca](mailto:Jen.Anderson@gov.ab.ca)>  
**Sent:** Friday, April 24, 2020 1:51:25 PM  
**Subject:** Public Library Operating Grants- important information

Hi everyone,

By now I hope you've seen the letter from Minister Madu about the 50% advance of your public library operating grant funds (the letter is attached for your reference). In short, what is happening is all public library boards in the province will automatically be receiving an advance of 50% of their provincial operating grant (system library boards will also be receiving 50% of their library services grant). The Indigenous population grant will also be paid out in a first installment to eligible boards. Contact Colette Poitras at [colette.poitras@gov.ab.ca](mailto:colette.poitras@gov.ab.ca) for questions around this grant.

Now, on to some logistical details:

- To see the **total** amount that your municipal library board is eligible to receive, click [here](#). Library system boards, click [here](#).
- Your 50% installment will be half of those total amounts.
- We anticipate the first 50% installment to be reaching library boards in the second or third week of May.
- The second 50% installment will be released in the fall, after your grant application has been processed and approved for payment.
- You can access the grant application form, as well as our templates for the financial review, budget and direct payments, on our [website](#).
- To help speed up processing, if you deposited some or all of your 2019-2020 operating grant after December 31, 2019, please include a deposit slip (or other proof of deposit) with your grant application, as it will not show up in your 2019 financial reviews.
- Please email your grant applications to [libgrants@gov.ab.ca](mailto:libgrants@gov.ab.ca). Unfortunately, we can no longer accept faxed applications.
- Please note that the website and documentation still list the deadline of June 15 right now (we are working to update it) but the revised deadline for 2020-2021 is **October 1st**. If you are unable to meet the Oct 1 deadline because of working remotely etc., you will still be paid your second installment when we receive your documentation.

If you have already sent in your full grant application, thank you. We will be processing grants over the summer as we usually do, and will have as many as possible ready for payment in the fall so there is no further delay.

If the pandemic situation continues into the fall, we will re-evaluate the situation to get you your second grant payment.

If you still receive your grant by mail and have concerns about this, please contact me directly.

Please let me know if you have any questions.

Thank you,  
Jen

**Jen Anderson**

Manager, Public Library Grants Program | Public Library Services Branch | Alberta Municipal Affairs  
803, 10405 Jasper Avenue, Edmonton, AB T5J 4R7







ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister*  
*MLA, Edmonton - South West*

April 20, 2020

To all Alberta Libraries,

I want to thank all of Alberta's dedicated library boards and staff for working hard to serve your patrons in new ways while physical libraries are closed. I know many of you are facing hard decisions about budgets, services, and staffing. As the Minister responsible for public library service in Alberta, I also know that our strong network and innovative library service will help us get through this time.

I have heard many inspiring stories of how libraries are going above-and-beyond during the pandemic. I am amazed that there were over 1 million visits to EPL's new virtual programs in one week alone. I applaud the Medicine Hat Public Library for lending Chromebooks and physical books to the day shelter for homeless and vulnerable people. I am also proud that public libraries in Sundre and Olds are using their 3D printers to make personal protective equipment for frontline healthcare staff. These are just a few examples of the wonderful things so many of you are doing to support your communities.

To ensure that our libraries continue to be supported in your great work, I am pleased to announce that I have asked my staff at the Public Library Services Branch to immediately advance 50% of all 2020-2021 public library operating grant amounts. We will pause the requirement for library boards to submit applications and reports to get you this first installment of the annual grant. We want to lighten administrative burdens on library staff right now. We also want to ensure that libraries have funds to continue to serve communities in virtual ways until you can re-open your physical doors.

The second installment of your grant will be available in the fall. Hopefully by then, we will have returned to a version of "business as normal" and can resume our regular processes.

We are also continuing our support for network services – such as e-content (including ebooks and audiobooks), services for people with print disabilities, interlibrary loan supports, and SuperNet connectivity. I encourage you to utilize the great resources we support such as the *Read Alberta Ebooks Project* and *Voices of Amiskwaciy* to bolster your digital offerings.

My staff at Public Library Services Branch will be sending out follow-up information about your operating grant payments shortly and, as always, are happy to answer any of your specific questions.

In the meantime, thank you for all that you do to serve Albertans and make Alberta libraries thrive.

Yours truly,

Hon. Kaycee Madu, QC  
Minister of Municipal Affairs

132 Legislature Building, 10800 - 97 Avenue, Edmonton, Alberta T5K 2B6 Canada Telephone 780-427-3744 Fax 780-422-9550

*Printed on recycled paper*

## 2020/2021 Maximum Municipal Library Board Operating Grants

Municipal Library Board	Projected 2020/21 Grant Amount
Acadia No. 34, M.D. of	\$ 6,660
Acme	\$ 8,503
Airdrie	\$ 343,223
Alberta Beach	\$ 8,503
Alix	\$ 8,503
Alliance	\$ 6,660
Amisk	\$ 6,660
Andrew	\$ 6,660
Arrowwood	\$ 6,660
Athabasca	\$ 16,650
Athabasca County	\$ 42,524
Banff	\$ 52,092
Barnwell	\$ 8,503
Barrhead Intermunicipal	\$ 58,430
Bashaw	\$ 8,503
Bassano	\$ 16,650
Bawlf	\$ 6,660
Beaumont	\$ 98,346
Beaverlodge	\$ 16,650
Beiseker	\$ 8,503
Bentley	\$ 8,503
Berwyn	\$ 6,660
Big Lakes County	\$ 22,367
Big Valley	\$ 6,660
Birch Hills County	\$ 16,650
Blackfalds	\$ 52,781
Bon Accord	\$ 16,650
Bonnyville	\$ 38,412
Bow Island	\$ 16,650
Bowden	\$ 16,650

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## 2020/2021 Maximum Municipal Library Board Operating Grants

Municipal Library Board	Projected 2020/21 Grant Amount
Boyle	\$ 8,503
Breton	\$ 6,660
Brooks	\$ 78,727
Bruderheim	\$ 16,650
Calgary	\$ 6,855,199
Calmar	\$ 16,650
Camrose	\$ 100,144
Canmore	\$ 72,577
Carbon	\$ 6,660
Cardston	\$ 19,869
Carmangay	\$ 6,660
Caroline	\$ 6,660
Carstairs	\$ 19,103
Castor	\$ 8,503
Cereal	\$ 6,660
Champion	\$ 6,660
Chauvin	\$ 6,660
Chestermere	\$ 109,418
Claresholm	\$ 20,857
Clive	\$ 8,503
Coaldale	\$ 41,769
Cochrane	\$ 139,427
Cold Lake	\$ 87,335
Consort	\$ 8,503
Coronation	\$ 8,503
Coutts	\$ 6,660
Cremona	\$ 6,660
Crossfield	\$ 16,650
Crowsnest Pass	\$ 31,907
Cypress County	\$ 40,038

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## 2020/2021 Maximum Municipal Library Board Operating Grants

Municipal Library Board	Projected 2020/21 Grant Amount
Czar	\$ 6,660
Daysland	\$ 8,503
Delburne	\$ 8,503
Delia	\$ 6,660
Devon	\$ 36,908
Didsbury	\$ 27,511
Donalda	\$ 6,660
Drayton Valley	\$ 39,122
Drumheller	\$ 44,561
Duchess	\$ 8,503
Eckville	\$ 8,503
Edberg	\$ 6,660
Edgerton	\$ 6,660
Edmonton	\$ 4,991,931
Edson	\$ 47,985
Elk Point	\$ 16,650
Elnora	\$ 6,660
Empress	\$ 6,660
Fairview Intermunicipal	\$ 28,599
Falher Intermunicipal	\$ 16,650
Foremost	\$ 6,660
Forestburg	\$ 8,503
Fort Macleod	\$ 17,299
Fort Saskatchewan	\$ 136,358
Fox Creek	\$ 16,650
Gibbons	\$ 16,817
Glenwood	\$ 6,660
Grande Prairie	\$ 380,486
Grande Prairie No. 1, County of	\$ 112,926
Greenview, M.D. of	\$ 53,380

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## 2020/2021 Maximum Municipal Library Board Operating Grants

Municipal Library Board	Projected 2020/21 Grant Amount
Grimshaw	\$ 16,650
Hanna	\$ 16,650
Hardisty	\$ 8,503
Hay Lakes	\$ 6,660
Heisler	\$ 6,660
High Level	\$ 21,573
High Prairie	\$ 16,650
High River	\$ 71,706
Hines Creek	\$ 6,660
Hinton	\$ 54,529
Holden	\$ 6,660
Hughenden	\$ 6,660
Hussar	\$ 6,660
Hythe	\$ 8,503
Innisfail	\$ 44,139
Innisfree	\$ 6,660
Irma	\$ 6,660
Irricana	\$ 16,650
Jasper	\$ 26,335
Killam	\$ 8,503
Kitscoty	\$ 8,503
Lac La Biche County	\$ 67,821
Lac Ste. Anne County	\$ 56,943
Lacombe	\$ 70,640
Lamont	\$ 16,650
Lamont County	\$ 21,784
Leduc	\$ 169,264
Leduc County	\$ 75,058
Legal	\$ 16,650
Lethbridge	\$ 537,395

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## 2020/2021 Maximum Municipal Library Board Operating Grants

Municipal Library Board	Projected 2020/21 Grant Amount
Linden	\$ 8,503
Lloydminster	\$ 111,061
Lomond	\$ 6,660
Longview	\$ 6,660
Lougheed	\$ 6,660
Mackenzie County	\$ 65,213
Magrath	\$ 16,650
Manning	\$ 16,650
Mannville	\$ 8,503
Marwayne	\$ 8,503
Mayerthorpe	\$ 16,650
McLennan	\$ 8,503
Medicine Hat	\$ 349,750
Milk River	\$ 8,503
Millet	\$ 16,650
Milo	\$ 6,660
Morinville	\$ 54,906
Morrin	\$ 6,660
Mundare	\$ 8,503
Nampa	\$ 6,660
Nanton	\$ 16,650
Newell, County of	\$ 41,658
Okotoks	\$ 155,489
Olds	\$ 47,824
Onoway	\$ 8,503
Opportunity No. 17, M.D. of	\$ 18,087
Oyen	\$ 8,503
Paradise Valley	\$ 6,660
Parkland County	\$ 169,652
Peace No. 135, M.D. of	\$ 16,650

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## 2020/2021 Maximum Municipal Library Board Operating Grants

Municipal Library Board	Projected 2020/21 Grant Amount
Peace River	\$ 37,346
Penhold	\$ 16,650
Picture Butte	\$ 16,650
Pincher Creek Intermunicipal	\$ 40,271
Ponoka	\$ 37,590
Provost	\$ 16,650
Provost No. 52, M.D. of	\$ 16,650
Rainbow Lake	\$ 8,503
Raymond	\$ 23,321
Red Deer	\$ 559,479
Redcliff	\$ 31,013
Redwater	\$ 16,650
Rimbey	\$ 16,650
Rocky Mountain House	\$ 40,515
Rockyford	\$ 6,660
Rosemary	\$ 6,660
Rycroft	\$ 8,503
Ryley	\$ 6,660
Saddle Hills County	\$ 16,650
Seba Beach	\$ 6,660
Sedgewick	\$ 8,503
Sexsmith	\$ 16,650
Sheep River Intermunicipal	\$ 27,106
Slave Lake Intermunicipal	\$ 54,701
Smoky Lake	\$ 8,503
Spirit River	\$ 8,503
Spruce Grove	\$ 186,702
St. Albert	\$ 358,780
St. Paul	\$ 33,322
St. Paul No. 19, County of	\$ 34,232

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## 2020/2021 Maximum Municipal Library Board Operating Grants

Municipal Library Board	Projected 2020/21 Grant Amount
Standard	\$ 6,660
Stavelly	\$ 6,660
Stettler/Stettler County	\$ 61,377
Stirling	\$ 16,650
Stony Plain	\$ 89,505
Strathcona County	\$ 530,563
Strathmore	\$ 73,965
Sundre	\$ 16,650
Swan Hills	\$ 16,650
Sylvan Lake	\$ 79,421
Taber	\$ 46,509
Taber, M.D. of	\$ 39,810
Thorhild County	\$ 19,686
Thorsby	\$ 8,503
Three Hills	\$ 18,437
Tofield	\$ 16,650
Trochu	\$ 8,503
Two Hills	\$ 16,650
Valleyview	\$ 16,650
Vauxhall	\$ 16,650
Vegreville	\$ 32,379
Vermilion	\$ 25,225
Veteran	\$ 6,660
Viking	\$ 8,503
Vilna	\$ 6,660
Vulcan	\$ 16,650
Vulcan County	\$ 21,606
Wabamun	\$ 8,503
Wainwright	\$ 34,904
Warburg	\$ 8,503

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## 2020/2021 Maximum Municipal Library Board Operating Grants

Municipal Library Board	Projected 2020/21 Grant Amount
Warner	\$ 6,660
Waskatenau	\$ 6,660
Wembley	\$ 16,650
Westlock Intermunicipal	\$ 76,540
Wetaskiwin	\$ 70,047
Wetaskiwin No. 10, County of	\$ 60,306
Whitecourt	\$ 58,686
Willow Creek, M.D. of	\$ 30,825
Wood Buffalo R.M.	\$ 693,928
Woodlands County	\$ 25,597
Yellowhead County	\$ 58,103
Youngstown	\$ 6,660
Total	\$ 21,478,272

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# Royal Canadian Mounted Police Gendarmerie royale du Canada

Annual Performance Plan

Plan annuel de rendement

## Acknowledgement of Consultation

## Attestation de la consultation

### District / Detachment Information - Renseignements sur le district ou le détachement

Fiscal Year - Année financière 2020 - 2021

SOUTHERN ALBERTA DISTRICT

Fort Macleod Detachment

### Community Name(s) - Nom(s) de la(des) collectivité(s)

1. MD of Willow Creek

This letter acknowledges that the stakeholders of the above-noted detachment / district / unit area or community(ies) and the RCMP have consulted and discussed our progress against last year's priority issues. Further it has been agreed that over the coming year we will collectively focus on the following priority issues.

La présente lettre atteste que les responsables de la région du détachement/district/service ou de la ou des collectivités susmentionnées et de la GRC se sont consultés et ont discuté des progrès accomplis par rapport aux enjeux prioritaires de l'année dernière. Il a aussi été convenu que les enjeux suivants constituent les enjeux prioritaires sur lesquels nous concentrerons conjointement nos efforts au cours de l'année à venir.

### Community Priority Issue(s) - Enjeu(x) prioritaire(s) pour la collectivité

1. Crime Reduction - Methamphetamine
2. Crime Reduction - Property Crimes
3. Traffic - Safety (motor vehicles, roads)

### District / Detachment Commander - Chef de district / détachement

Sgt. Bryan Mucha

District / Detachment Commander

Signature - Signature

Date

### Community Representative - Représentant(e) de la collectivité

CAO Derrick Krizsan

Name - Nom

Signature - Signature

Date

## Occurrence Stats

Mayor's Report  
From 2020/04/01 to 2020/06/23

Violation group - Crimes Against the Person - Robbery/Extortion/Harassment/Threats	Reported	Un- founded	Actual	Clearance			Adult		Youth		
				By Charge	Other- wise	Rate	Male	Female	Male	Female	Not Charged
1626 0040 Harassing communications	2	1	1	0	0	0.0%	0	0	0	0	0
	2	1	1	0	0	0.0%	0	0	0	0	0
Violation group - Crimes Against Property - Possession of Stolen Goods	Reported	Un- founded	Actual	Clearance			Adult		Youth		
				By Charge	Other- wise	Rate	Male	Female	Male	Female	Not Charged
2156 0010 Possession of property obtained by crime less than or equal \$5000	1	0	1	0	0	0.0%	0	0	0	0	0
	1	0	1	0	0	0.0%	0	0	0	0	0
Violation group - Crimes Against Property - Mischief	Reported	Un- founded	Actual	Clearance			Adult		Youth		
				By Charge	Other- wise	Rate	Male	Female	Male	Female	Not Charged
2170 0090 Mischief - Damage to property	1	0	1	0	0	0.0%	0	0	0	0	0
2170 0100 Mischief - Obstruct enjoyment of property	1	0	1	0	0	0.0%	0	0	0	0	0
	2	0	2	0	0	0.0%	0	0	0	0	0
Totals	Reported	Un- founded	Actual	Clearance			Adult		Youth		
				By Charge	Other- wise	Rate	Male	Female	Male	Female	Not Charged
	5	1	4	0	0	0.0%	0	0	0	0	0

## Occurrence Stats

Mayor's Report  
From 2020/04/01 to 2020/06/23

Violation group - Traffic Offences - Provincial Traffic Offences	Reported	Un- founded	Actual	Clearance			Adult		Youth		
				By Charge	Other- wise	Rate	Male	Female	Male	Female	Not Charged
9510 0010 Fail to Stop or Remain at Accident Scene (Provincial/Territorial)	1	0	1	0	0	0.0%	0	0	0	0	0
9530 0010 Driving While Disqualified or License Suspension (Provincial/Territorial)	1	0	1	0	0	0.0%	0	0	0	0	0
	2	0	2	0	0	0.0%	0	0	0	0	0
Violation group - Traffic offences - Impaired Operation Related Offences	Reported	Un- founded	Actual	Clearance			Adult		Youth		
				By Charge	Other- wise	Rate	Male	Female	Male	Female	Not Charged
9230 0070 Operation while impaired (alcohol)/over 80mg% of Motor Vehicle	4	0	4	0	0	0.0%	0	0	0	0	0
	4	0	4	0	0	0.0%	0	0	0	0	0
Violation group - Traffic offences - Dangerous Operation of Motor	Reported	Un- founded	Actual	Clearance			Adult		Youth		
				By Charge	Other- wise	Rate	Male	Female	Male	Female	Not Charged
9133 0020 Flight from peace officer	1	0	1	0	0	0.0%	0	0	0	0	0
	1	0	1	0	0	0.0%	0	0	0	0	0
Violation group - Provincial Statutes {except traffic}	Reported	Un- founded	Actual	Clearance			Adult		Youth		
				By Charge	Other- wise	Rate	Male	Female	Male	Female	Not Charged
7100 0012 Liquor Act (Provincial/Territorial) - Offences Only	2	0	2	1	1	100.0%	0	1	0	0	0
7300 0100 Mental Health Act - Offences Only	1	0	1	0	0	0.0%	0	0	0	0	0
7300 0110 911 Act - Offences Only	4	2	2	0	0	0.0%	0	0	0	0	0
7300 0180 Trespass Act - Provincial/Territorial - Offences Only	2	0	2	0	0	0.0%	0	0	0	0	0
7300 0900 Other Provincial/Territorial Statutes (not otherwise specified) - Offences Only	1	0	1	0	1	100.0%	0	0	0	0	0
	10	2	8	1	2	37.5%	0	1	0	0	0
Violation group - Other Criminal Code - Other Criminal Code	Reported	Un- founded	Actual	Clearance			Adult		Youth		
				By Charge	Other- wise	Rate	Male	Female	Male	Female	Not Charged
3410 0030 Breach of recognizance - other	1	0	1	1	0	100.0%	1	0	0	0	0
	1	0	1	1	0	100.0%	1	0	0	0	0



## Occurrence Stats

Violation group - Other Criminal Code - Corruption	Reported	Un-founded	Actual	Clearance			Adult		Youth		
				By Charge	Other-wise	Rate	Male	Female	Male	Female	Not Charged
3730 0200 Public Mischief	0	0	0	0	1	0.0%	0	0	0	0	0
	0	0	0	0	1	0.0%	0	0	0	0	0
Violation group - FES - Other FES Statutes	Reported	Un-founded	Actual	Clearance			Adult		Youth		
				By Charge	Other-wise	Rate	Male	Female	Male	Female	Not Charged
6900 0290 Family Orders and Agreements Enforcement Assistance Act - Offences Only	1	0	1	0	0	0.0%	0	0	0	0	0
	1	0	1	0	0	0.0%	0	0	0	0	0
Violation group - Crimes Against the Person - Robbery/Extortion/Harassment/Threats	Reported	Un-founded	Actual	Clearance			Adult		Youth		
				By Charge	Other-wise	Rate	Male	Female	Male	Female	Not Charged
1625 0010 Criminal Harassment	1	1	0	0	0	0.0%	0	0	0	0	0
1627 0010 Uttering threats against a person	1	0	1	0	1	100.0%	0	0	0	0	0
	2	1	1	0	1	100.0%	0	0	0	0	0
Violation group - Crimes Against Property - Theft under \$5000.00	Reported	Un-founded	Actual	Clearance			Adult		Youth		
				By Charge	Other-wise	Rate	Male	Female	Male	Female	Not Charged
2140 0011 Other theft under \$5000	1	0	1	0	0	0.0%	0	0	0	0	0
2165 0020 Identity Theft	1	0	1	0	0	0.0%	0	0	0	0	0
	2	0	2	0	0	0.0%	0	0	0	0	0
Violation group - Crimes Against Property - Possession of Stolen Goods	Reported	Un-founded	Actual	Clearance			Adult		Youth		
				By Charge	Other-wise	Rate	Male	Female	Male	Female	Not Charged
2153 0010 Possession of property obtained by crime over \$5000	1	0	1	0	0	0.0%	0	0	0	0	0
2155 0010 Trafficking in Property Obtained by Crime less than or equal to \$5,000	1	1	0	0	0	0.0%	0	0	0	0	0
2156 0010 Possession of property obtained by crime less than or equal \$5000	1	0	1	0	0	0.0%	0	0	0	0	0
	3	1	2	0	0	0.0%	0	0	0	0	0
Violation group - Crimes Against Property - Mischief	Reported	Un-founded	Actual	Clearance			Adult		Youth		
				By Charge	Other-wise	Rate	Male	Female	Male	Female	Not Charged
2170 0090 Mischief - Damage to property	1	0	1	0	0	0.0%	0	0	0	0	0
	1	0	1	0	0	0.0%	0	0	0	0	0

## Occurrence Stats

Violation group - Crimes Against Property - Fraud	Reported	Un- founded	Actual	Clearance			Adult		Youth		
				By Charge	Other- wise	Rate	Male	Female	Male	Female	Not Charged
2160 0075 Fraud (money/property/security) less than or equal to \$5000	1	0	1	0	0	0.0%	0	0	0	0	0
	1	0	1	0	0	0.0%	0	0	0	0	0
<b>Totals</b>	28	4	24	2	4	25.0%	1	1	0	0	0

Ranges:	From:	To:	From:	To:
Cheque Number	First	Last	Cheque Date	2020-06-24
Vendor ID	First	Last	Chequebook ID	First
Vendor Name	First	Last		Last

Sorted By: Cheque Number

\* Voided Cheques

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Chequebook ID	Audit Trail Code	Amount
24539	ASTRO JUMP OF C	ASTRO JUMP OF CHINOOK COUNTRY	2020-06-24	GENERAL	PMCHQ00002766	\$1,439.55
24540	BAR 15 RANCH LT	BAR 15 RANCH LTD.	2020-06-24	GENERAL	PMCHQ00002766	\$147.00
24541	BELL MOBILITY	BELL MOBILITY INC.	2020-06-24	GENERAL	PMCHQ00002766	\$521.71
24542	CLARESHOLM CAST	CLARESHOLM CASTING	2020-06-24	GENERAL	PMCHQ00002766	\$567.00
24543	CLARESHOLM IGA	CLARESHOLM IGA	2020-06-24	GENERAL	PMCHQ00002766	\$60.01
24544	DEE JAY HARDWAR	DEE JAY HARDWARE LTD.	2020-06-24	GENERAL	PMCHQ00002766	\$123.24
24545	LEGACY DODGE CL	LEGACY DODGE CLARESHOLM	2020-06-24	GENERAL	PMCHQ00002766	\$150.80
24546	NANTON HOME HAR	NANTON HOME BUILDING CENTRE	2020-06-24	GENERAL	PMCHQ00002766	\$30.96
24547	NERDS ON SITE	NERDS ON SITE INC.	2020-06-24	GENERAL	PMCHQ00002766	\$305.08
24548	NUTRIEN AG SOL	NUTRIEN AG SOLUTIONS (CANADA)	2020-06-24	GENERAL	PMCHQ00002766	\$1,752.99
24549	ORRSC	ORRSC	2020-06-24	GENERAL	PMCHQ00002766	\$16,473.25
24550	SEA HAWK	SEA HAWK	2020-06-24	GENERAL	PMCHQ00002766	\$876.15
24551	TELUS MOBILITY	TELUS	2020-06-24	GENERAL	PMCHQ00002766	\$75.79
24552	WIDESCREEN MEDI	WIDESCREEN MEDIA EMBROIDERY AN	2020-06-24	GENERAL	PMCHQ00002766	\$1,105.81
EFT000000002525	ALBERTA HARDWAR	ALBERTA HARDWARE LTD	2020-06-24	GENERAL	PMCHQ00002767	\$97.59
EFT000000002526	BROWNLEE LLP	BROWNLEE LLP	2020-06-24	GENERAL	PMCHQ00002767	\$204.75
EFT000000002527	CLARESHOLM GLAS	CLARESHOLM GLASS '88 LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$260.40
EFT000000002528	CLARESHOLM LOCA	CLARESHOLM LOCAL PRESS	2020-06-24	GENERAL	PMCHQ00002767	\$315.00
EFT000000002529	DBS ENVIRONMENT	DBS ENVIRONMENTAL	2020-06-24	GENERAL	PMCHQ00002767	\$10,581.85
EFT000000002530	DIGITAL CONNECT	DIGITAL CONNECTION INC.	2020-06-24	GENERAL	PMCHQ00002767	\$487.77
EFT000000002531	FERG'S SEPTIC S	FERG'S SEPTIC SERVICE LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$1,590.75
EFT000000002532	GOLDEN WEST BR	GOLDEN WEST BROADCASTING LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$393.75
EFT000000002533	GREATWEST KENWO	GREATWEST KENWORTH LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$976.01
EFT000000002534	GUILLEVIN INTER	GUILLEVIN INTERNATIONAL CO.	2020-06-24	GENERAL	PMCHQ00002767	\$465.37
EFT000000002535	HAGEN ELECTRIC	HAGEN ELECTRIC LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$3,002.57
EFT000000002536	ISL ENGINEERING	ISL ENGINEERING AND LAND SERVI	2020-06-24	GENERAL	PMCHQ00002767	\$11,422.35
EFT000000002537	JPS PETRO & GEN	JPS PETRO & GENERAL STORE	2020-06-24	GENERAL	PMCHQ00002767	\$438.69
EFT000000002538	JUBILEE INSURAN	RMA INSURANCE LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$1,702.59
EFT000000002539	K4 DISTRIBUTING	K4 DISTRIBUTING	2020-06-24	GENERAL	PMCHQ00002767	\$60.00
EFT000000002540	LAKELAND FIRE &	LAKELAND FIRE & SAFETY	2020-06-24	GENERAL	PMCHQ00002767	\$2,241.59
EFT000000002541	MCNALLY (2011)	MCNALLY CONTRACTORS (2011) LTD	2020-06-24	GENERAL	PMCHQ00002767	\$772.47
EFT000000002542	MID WEST PUMP	MID-WEST PUMP (90) LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$475.02
EFT000000002543	MPE ENGINEERING	MPE ENGINEERING LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$26,363.62
EFT000000002544	MUNICIPAL INFOR	MUNICIPAL INFORMATION SYSTEMS	2020-06-24	GENERAL	PMCHQ00002767	\$367.71
EFT000000002545	N.L. SMITH & SO	N.L. SMITH & SONS CONSTRUCTION	2020-06-24	GENERAL	PMCHQ00002767	\$35,466.88
EFT000000002546	NATHE, DENNIS	NATHE, DENNIS	2020-06-24	GENERAL	PMCHQ00002767	\$100.00
EFT000000002547	PHOTO PLUS/THE	SOUTHERN CONNECT - SOUTHERN SP	2020-06-24	GENERAL	PMCHQ00002767	\$528.95
EFT000000002548	POSTMEDIA-NANTO	POSTMEDIA NETWORK INC.	2020-06-24	GENERAL	PMCHQ00002767	\$309.96
EFT000000002549	ROADATA SERVICE	ROADATA SERVICES LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$525.01
EFT000000002550	ROCKY MOUN PHOE	ROCKY MOUNTAIN PHOENIX EMERGEN	2020-06-24	GENERAL	PMCHQ00002767	\$11,296.18
EFT000000002551	ROSE, JIM	ROSE, JIM	2020-06-24	GENERAL	PMCHQ00002767	\$100.00
EFT000000002552	SCOUALL MOTORS	SCOUALL MOTORS LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$724.34
EFT000000002553	SHAW CABLE SYST	SHAW CABLE SYSTEMS	2020-06-24	GENERAL	PMCHQ00002767	\$723.83
EFT000000002554	SMITH, JOHN D.	SMITH, JOHN D.	2020-06-24	GENERAL	PMCHQ00002767	\$126.00
EFT000000002555	SN RANCH LTD	SN RANCH LTD	2020-06-24	GENERAL	PMCHQ00002767	\$191.10
EFT000000002556	SOUTH COUNTRY C	SOUTH COUNTRY CO-OP LIMITED	2020-06-24	GENERAL	PMCHQ00002767	\$86,524.13
EFT000000002557	SUPERIOR SAFETY	SUPERIOR SAFETY CODES INC.	2020-06-24	GENERAL	PMCHQ00002767	\$13,376.27
EFT000000002558	THE MACLEOD GAZ	THE MACLEOD GAZETTE	2020-06-24	GENERAL	PMCHQ00002767	\$44.98
EFT000000002559	TIMCO HOIST	TIMCO HOIST SERVICES	2020-06-24	GENERAL	PMCHQ00002767	\$238.35
EFT000000002560	TOWN OF CLARESH	TOWN OF CLARESHOLM	2020-06-24	GENERAL	PMCHQ00002767	\$3,043.55
EFT000000002561	TOWN OF NANTON	TOWN OF NANTON	2020-06-24	GENERAL	PMCHQ00002767	\$1,500.00
EFT000000002562	U.F.A. CO-OP LT	U.F.A. CO-OP LTD. -FARM SUPPLY	2020-06-24	GENERAL	PMCHQ00002767	\$1,873.88
EFT000000002563	UNIFIRST CANADA	UNIFIRST CANADA LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$505.95
EFT000000002564	VARSTEEL LTD.	VARSTEEL LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$1,591.95
EFT000000002565	WALKER, JAN	WALKER, JAN	2020-06-24	GENERAL	PMCHQ00002767	\$101.14
EFT000000002566	WEST CAN WELDIN	WEST.CAN.WELDING PRODUCTS LTD.	2020-06-24	GENERAL	PMCHQ00002767	\$257.25

System: 2020-06-18 3:14:15 PM  
User Date: 2020-06-18

MD of Willow Creek  
VENDOR CHEQUE REGISTER REPORT  
Payables Management

Page: 2  
User ID: PAYROLL

\* Voided Cheques

Cheque Number	Vendor ID	Vendor Cheque Name	Cheque Date	Chequebook ID	Audit Trail Code	Amount
EFT000000002567	WILLOW REG WAST	WILLOW CREEK REG. WASTE MGMT	2020-06-24	GENERAL	PMCHQ00002767	\$5,275.05
Total Cheques: 57						Total Amount of Cheques: \$250,273.94





## Municipal District of Willow Creek #26 For Information

Agenda Item #

Date Submitted: June 15, 2020

Originated by: Administration

Subject: Council June, July Commitments

### **RECOMMENDATION**

Receive for Information.

### **SUMMARY**

Council has the following commitments for June and July 2020

#### **JUNE**

June 24 – 9:00 a.m. – ASB and Council

#### **JULY**

July 8 – 9:00 a.m. - MPC and Council Meeting

July 8 – 6:00 p.m. – ICF Regional Recreation Sub Committee meeting at Fort Macleod

July 22 – 9:00 a.m. - ASB and Council

July 24 – 2:30 p.m. – Staff BBQ – Granum Homesteader

\*\*July TBD – ICF Committee meeting with RCMP

#### **AUGUST**

August 12 – MPC and Council Meeting

August 26 – ASB and Council Meeting

Prepared By:

Sheila Karsten

\_\_\_\_\_  
Director / CAO / Committee

Reviewed and Approved for Agenda

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



## Municipal District of Willow Creek #26 For Decision

Agenda Item #

Date Submitted: June 18, 2020

Originated by: Johanne Hannas

Subject: Capital Asset Purchase

### **RECOMMENDATION**

To obtain a resolution to use \$ 20,200.00 from reserves to purchase a 2020 S76 T4 Bobcat Skid Steer Loader.

### **SUMMARY**

To give the Public Works dept in the Hamlet of Granum our 2019 Bobcat/S650 and trade in theirs which is a 2018 Bobcat for a 2020 S76 T4 Bobcat Skid Steer Loader

### **BACKGROUND**

The Hamlet of Granum Bobcat has missed their 500 hours service and has 600 hours on it which requires maintenance and it is in need of new tires for a total cost of \$5,000.00.

If our Bobcat goes over to them which also is compatible to their mounting systems, which benefits them for long term capital asset planning. We would receive the new bobcat with no trade ins in the future.

### **ATTACHMENTS**

Prepared By:

Director / CAO / Committee

Reviewed and Approved for Agenda

Chief Administrative Officer



## Product Quotation

Quotation Number: 33285D033296

Date: 2020-06-12 12:40:20

Ship to	Bobcat Dealer	Bill To
MUNICIPAL DISTRICT OF WILLOW CREEK #26 Attn: ROY JOHNSON	Evcon Farm Equipment Ltd, Lethbridge, AB 610 30TH STREET NORTH LETHBRIDGE AB T1H 5G6 Phone: (403) 329-6011 Fax: (403) 328-8787	MUNICIPAL DISTRICT OF WILLOW CREEK #26 Attn: ROY JOHNSON
CLARESHOLM, AB Phone: (403) 625-6029	----- Contact: Darren Trempner Phone: (403) 329-6011 Fax: (403) 328-8787 Cellular: (403) 380-0083 E Mail: Darren@evcon.ab.ca	CLARESHOLM, AB Phone: (403) 625-6029

Description	Part No	Qty	Price Ea.	Total
<b>S76 T4 Bobcat Skid Steer Loader</b>	M0369	1	\$70,582.86	\$70,582.86
P28 Performance Package	M0369-P06-P28	1	\$6,404.58	\$6,404.58
"Power Bob-Tach				
Attachment Control				
Two-Speed				
C68 Comfort Package	M0369-P07-C68	1	\$10,173.36	\$10,173.36
"Enclosed Cab with HVAC				
Sound Reduction				
Touch Display with Radio & Bluetooth				
Selectable Joystick Controls	M0369-R01-C04	1	\$1,189.56	\$1,189.56
12-16.5, 12 PR, Bobcat Heavy Duty Tires Offset	M0369-R09-C03	1	\$129.72	\$129.72
<b>Description</b>	<b>Part No</b>	<b>Qty</b>	<b>Price Ea.</b>	<b>Total</b>
DOC and BROKERAGE FEE		1	\$125.00	\$125.00
ENGINE BLOCK HEATER installed	7372533	1	\$300.00	\$300.00
INSTALL CUSTOMER BACKHOE MOUNTS & ROTATING BEACON		1	\$400.00	\$400.00

Total of Items Quoted	<b>\$89,305.08</b>
Dealer P.D.I.	<b>\$352.95</b>
Freight Charges	<b>\$1,794.80</b>
Dealer Assembly Charges	<b>\$0.00</b>
Discount 18% and 18% MUNICIPAL DISCOUNT (SKIDSTEER, TRACK LOADER & EXCAVATOR)	<b>(\$31,852.83)</b>
Quote Total - Canadian dollars	<b>\$59,600.00</b>

### Notes:

**OR TRADE 2018 BOBCAT S650 skidsteer for \$20200 diff (GRANUM SHOP). install backhoe mounts and rotating beacon on (CLARESHOLM unit)**

**QUOTE valid till JUNE 22nd 2020**

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

**Print:**\_\_\_\_\_ **Sign:**\_\_\_\_\_ **Date:** \_\_\_\_\_



## Municipal District of Willow Creek #26 For Discussion

Date Submitted: June 16, 2020

Originated by: CAO

Subject: Hamlet of Granum Electrical Municipal Assessment Rider

### **RECOMMENDATION**

To consider the issue of electrical municipal linear assessment rider for the Hamlet of Granum.

To review the municipal franchise fee agreements in effect in the Hamlet of Granum.

### **SUMMARY**

#### **Municipal Assessment Rider**

The "Municipal Assessment Rider" is the collection of taxes assessed to FortisAlberta by each municipality for its distribution facilities (poles, wires and transformers) within their boundaries which is administered in accordance with The Municipal Government Act.

FortisAlberta's distribution facilities are classified as "regulated property" within the Alberta taxation model and fall into the "linear property" category. The Municipal Assessment Rider is commonly referred to as "linear taxes".

FortisAlberta does not "calculate" the linear tax amount. The AMA (Alberta Municipal Affairs department) determines the assessed value based on contributing factors, one of which is the value of equipment that FortisAlberta has within the municipality.

The AMA sends an invoice annually for the linear taxes to FortisAlberta for each municipality and FortisAlberta pays the "tax bill". This payment is done on an annual basis.

The A-1 Municipal Assessment Rider is designed for FortisAlberta to recover the linear tax paid in the previous year and any discrepancies from previous years. July 1 to June 30

#### **Calculation of Municipal Assessment Rider**

The Municipal Assessment Rider is calculated annually based on updated tax and revenue amounts. Any under- or over-collection from the previous year would be included as an adjustment to the current year's calculation. The new annual rider amounts are effective from July 1 of the current year to June 30 of the following year.

For example, if Fortis over collected in 2019, the calculation may be less in 2020 to compensate for that. This is why Fortis is still collecting for Granum this year even though they are part of the MD of Willow Creek....Fortis is actually reconciling for 2019.

This rider is calculated as a percentage of the distribution component of the tariff.

The current Granum rate is 1.99% and the MD of Willow Creek is 0.51%

#### **Billing of Municipal Assessment Rider**

These charges are flowed to the retailer. The default retailer EPCOR commonly lists these charges as "Local Access Fees" on their bills.

### **Franchise Fees**

Another charge appearing on the utility invoices within the Hamlet of Granum are 'municipal franchise fees'.

The Town of Granum executed a Franchise Agreement with two utilities companies: ATCO and Fortis.

The Fortis Franchise Fee is currently set at 5.5%, and was put into place when the Agreement was signed in 2013. It expires in June 2023.

The Atco Franchise Fee is currently set at 8.5% and was put into place in October 2004 when the Agreement was signed in 2013. It expires in October 2024.

Franchise fees are taxes. The total revenue from all sources including franchise fees were used to calculate the special tax bylaw rate.

### **BACKGROUND**

The Fortis Call Center received a call from a resident of Granum advising that the town was dissolved at the beginning of 2020 and became a part of the MD of Willowcreek. The resident enquired why his bill still includes the local access fee for the Town of Granum and also the Municipal Assessment Rider is a higher rate for the Town of Granum than it is for the MD of Willowcreek. He would like to know why he is still being billed for this and where the money is going.

As this matter involves prior decision by the Town of Granum and will require policy decisions by the MD of Willow Creek Council this matter is brought forward for information and discussion.

### **ATTACHMENTS**

Atco Gas Franchise Agreement

Fortis Electrical Franchise Agreement

Prepared By:



Reviewed and Approved for Agenda



## TERMINATION AND ACKNOWLEDGMENT AGREEMENT

THIS AGREEMENT made as of the 10 day of June, 2013.

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

**WHEREAS** the Town and FortisAlberta, formerly known as FortisAlberta Inc., entered into an Electric Distribution System Franchise Agreement dated effective June 26, 2004 (the "2001 Franchise Agreement") pursuant to which FortisAlberta provides exclusive electric distribution services (the "Services") within the Town and receives use of the Town lands for the placement and operation of FortisAlberta's electric distribution system (the "Electric Distribution System");

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

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

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

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

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

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

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

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

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

**TOWN OF GRANUM**

Per: 

Name: GERRY BROWN

Title: MAYOR

Per: \_\_\_\_\_

Name: SHAWN PATIENCE

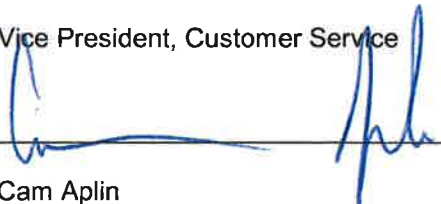
Title: CAO

**FORTISALBERTA INC**

Per: 

Name: Mike Pashak

Title: Vice President, Customer Service

Per: 

Name: Cam Aplin

Title: Vice President, Field Operations



## TERMINATION AND ACKNOWLEDGMENT AGREEMENT

THIS AGREEMENT made as of the 10 day of June, 2013.

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

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

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

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

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

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

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

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

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

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

**TOWN OF GRANUM**

Per:   
Name: GERRY BROWN  
Title: MAYOR  
Per:   
Name: SHAWN PATIENCE  
Title: CAD

**FORTISALBERTA INC**

Per:   
Name: Mike Pashak  
Title: Vice President, Customer Service  
Per:    
Name: Cam Aplin  
Title: Vice President, Field Operations

BYLAW NO. 2013-02

TOWN OF GRANUM, IN THE PROVINCE OF ALBERTA

related to the

**ELECTRIC DISTRIBUTION SYSTEM  
FRANCHISE AGREEMENT**



Municipal Bylaw  
BYLAW NO. 2013-02  
OF THE TOWN OF GRANUM, IN THE  
PROVINCE OF ALBERTA (the "**Municipality**")

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

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

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

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

NOW THEREFORE the Council of the Municipality enacts as follows:

- 5) THAT the Electric Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Electric Distribution System Franchise Agreement for and on behalf of the Municipality, and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Municipality.
- 6) THAT the Electric Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.
- 7) 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.
- 8) THAT this Bylaw shall come into force upon the Electric Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third reading and finally passed.

Read a First time in Council assembled this 12 day of FEB, 2013.

  
\_\_\_\_\_  
Mayor

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

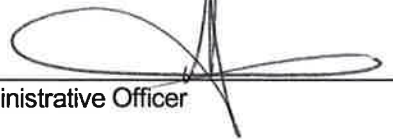
Read a Second time in Council assembled this 28 day of MAY, 2013.

  
\_\_\_\_\_  
Mayor

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

Read a Third time in Council assembled and Passed this 28 day of MAY, 2013.

  
\_\_\_\_\_  
Mayor

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

(seal)

This is Schedule “A” referred to in the attached Bylaw No. 2013-02 of the Town of Granum

**ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

**BETWEEN**

**TOWN OF GRANUM**

---

**- AND -**

**FORTISALBERTA INC.**

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## **ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

THIS AGREEMENT made effective the 1<sup>st</sup> day of July, 2013.

**BETWEEN:**

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

**OF THE FIRST PART**

- and -

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

**OF THE SECOND PART**

**WHEREAS:**

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

**NOW THEREFORE:**

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

## 1) DEFINITIONS AND INTERPRETATION

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

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

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

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

## **2) TERM**

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

- a) 1<sup>ST</sup> day of July, 2013 or
- b) the first day after both of the following have occurred:
  - i) Commission approval of this Agreement; and
  - ii) the Municipality having passed third reading of the applicable adopting bylaw 2013-02

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

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

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

- 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 5.5 percent (5.5%).

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

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

**b) Adjustment to Franchise Fee**

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

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

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

**c) Franchise Fee Cap**

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

**d) Adjustment to Franchise Fee Cap**

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

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

**e) Payment of Franchise Fee**

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

**f) Reporting Considerations**

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

**6) CORE SERVICES**

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

**7) PROVISION OF EXTRA SERVICES**

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

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

**8) MUNICIPAL TAXES**

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

**9) RIGHT TO TERMINATE ON DEFAULT**

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



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

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

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

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

## **11) STREET LIGHTING**

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

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

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

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

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

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

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

ii) If:

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

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

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

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

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

**b) No-Investment Option Rate**

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

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

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

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

Where:

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

N = the age of the street light in years.

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

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

**d) Street Light Rates**

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

**e) Municipality Owned Street Lighting**

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

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

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

**f) Street Light Inventory**

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

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

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

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

**g) Detailed Street Light Patrol**

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

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

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

**12) INCREASE IN MUNICIPAL BOUNDARIES**

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

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

the Municipality shall have the right to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**b) Restoration of Municipal Property**

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

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

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



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

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

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

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

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

**e) Revised Plans and Specifications**

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

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

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

**f) Approvals**

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

**15) RESPONSIBILITIES FOR COST OF RELOCATIONS**

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

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

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

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

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

#### **16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE**

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

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

#### **17) JOINT USE OF DISTRIBUTION SYSTEM**

##### **a) Municipal Use**

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

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

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

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

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

#### **b) Third Party Use and Notice**

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

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

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

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

#### **c) Cooperation**

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

**d) Payment**

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

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

**e) Provision of Agreements**

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

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

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

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

**f) Compensation for Costs**

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

## **18) MUNICIPALITY AS RETAILER**

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

## **19) RECIPROCAL INDEMNIFICATION AND LIABILITY**

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

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

## **20) ASSIGNMENT**

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

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

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

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

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

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

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

## **21) NOTICES**

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

**a) To the Company:**

FortisAlberta Inc.  
Address: 1600 10th Street SE  
Facsimile: (403) 652-4519  
Attention: Merlin MacNaughton, Stakeholder Relations Manager

With a copy to:

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

**b) To the Municipality:**

Municipality: Town of Granum  
Address: 304 Railway Avenue Granum, AB T0L 1A0  
Facsimile: (403) 687-2285  
Attention: Mr. Shawn Patience, 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;
- c) On account of defective wiring or other similar condition which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where insufficient energy or power is available for distribution by the Company to a consumer; or
- e) Where required by a retailer, due to non-payment of power bills.

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

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

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

## **25) FORCE MAJEURE**

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

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

## **26) TERMS AND CONDITIONS**

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

## **27) NOT EXCLUSIVE AGAINST HER MAJESTY**

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

## **28) SEVERABILITY**

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

## **29) AMENDMENTS**

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

## **30) DISSOLUTION**

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

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

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

### 31) WAIVER

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


### 32) CONFIDENTIALITY

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


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

#### MUNICIPALITY

PER:   
Name: Mr. Gerald Brown  
Title: Mayor

PER:   
Name: Mr. Shawn Patience  
Title: Chief Administrative Officer  
(Bylaw attached)

#### FORTISALBERTA INC

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

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

## **SCHEDULE “A”**

### *Core Services*

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

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

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

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

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

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

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

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

## SCHEDULE "C"

### *Street Lighting*

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

**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

**TOWN OF GRANUM**

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Schedule "A"

Schedule "B"

**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

THIS AGREEMENT made effective the 12 day of October, 2004.

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS by Agreement dated January 24, 1912 made between the Company and  
the Municipality a franchise was granted to the Company to supply natural gas to the Municipality  
and its inhabitants;

WHEREAS by Amending Agreement dated September 10, 1975 the Agreement  
amended;

WHEREAS the Municipality desires to grant and the Company desires to obtain an  
exclusive franchise to provide gas distribution services within the Municipal Area on the terms and  
conditions herein contained;

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

## 1) DEFINITIONS

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) **"Act"** means the *Gas Utilities Act* (Alberta) as amended;
- b) **"Board"** means the Alberta Energy and Utilities Board as established under the *Alberta Energy and Utilities Board Act* (Alberta), as amended;
- c) **"Company"** means the party of the second part to this Agreement and includes its successors and permitted assigns;
- d) **"Construct"** means and includes establish, construct, reconstruct, upgrade or extend any part of the existing Gas Distribution System or proposed Gas Distribution System;
- e) **"Consumer"** means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities within the Municipal Area that is provided with Gas Distribution Service by the Company;
- f) **"Core Services"** means all those services set forth in Schedule "A";
- g) **"Delivery Tariff"** means the tariff prepared by the Company as revised or amended from time to time and approved by the Board on an interim or final basis, as the case may be, approving and authorizing the Company to provide the service of the delivery of natural gas to the Consumer;
- h) **"Extra Services"** means those services set forth in Schedule "B" that are requested by the Municipality on behalf of its citizens and provided by the Company in accordance with Article 6;
- i) **"Gas Distribution Service"** means the delivery of natural gas in accordance with the Company's Delivery Tariff;
- j) **"Gas Distribution System"** means any facilities owned by the Company to provide Gas Distribution Service within the Municipal Area, and without limiting the generality of the foregoing, shall include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering natural gas to the Consumer within the Municipal Area and includes any natural gas transmission lines owned by the Company within the Municipal Area;

- k) **"Maintain"** means to maintain, keep in good repair or overhaul any part of the Gas Distribution System;
- l) **"Municipality"** means the party of the first part to this Agreement;
- m) **"Municipal Area"** means the area within the municipal boundaries of the Municipality, as at the date of this Agreement, and as it may be otherwise increased herein;
- n) **"Municipal Property"** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Area;
- o) **"Operate"** means to operate, interrupt or restore any part of the Gas Distribution System in a safe and reliable manner;
- p) **"Term"** means the term of this Agreement set out in Article 2;
- q) **"Terms and Conditions"** means the terms and conditions contained within the Delivery Tariff;
- r) **"Work"** means any work to Construct or Maintain the Gas Distribution System.

2) **TERM**

- a) This Agreement shall be for a term of 20 years, commencing on the first day after both the Board has approved this agreement and Council of the Municipality has passed third reading of the adopting bylaw 2004-04, whichever day comes later.
- b) It is agreed that this Agreement supercedes and replaces any prior gas franchise agreements between the Municipality and the Company.
- c) Unless otherwise agreed in writing between the parties, during the first year following the expiration of the Term, all the rights and obligations of the parties under this Agreement shall continue to be in effect.
- d) Provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Term of its intention to negotiate a new franchise agreement, at any time following the expiration of the Term, and if the Municipality has not provided notice to the Company to exercise its rights to purchase the Gas Distribution System, either party may submit any items in dispute pertaining to a new franchise agreement to binding arbitration by the Board.

- e) Commencing one year following the expiration of the Term, unless either party has invoked the right to arbitration referred to in sub-paragraph (d) above, or the Municipality has given notice to purchase the Gas Distribution System, this Agreement shall continue in effect but shall be amended to provide the following:
  - (i) Fifty (50%) percent of the franchise fee otherwise payable under this Agreement to the Municipality shall be held back and in trust in an interest bearing trust account by the Company, for the sole benefit of the Municipality. The trust money along with all accumulated interest shall be paid to the Municipality immediately upon execution of another Gas Franchise Agreement with the Company, or if the Municipality purchases the Gas Distribution System, or if the Company transfers or sells the Gas Distribution System, or upon further Order of the Board.

### 3) **GRANT OF FRANCHISE**

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Area to Construct, Operate, and Maintain the Gas Distribution System together with the exclusive right to use portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to Construct, Operate and Maintain the Gas Distribution System.

Subject to the terms hereof, the Municipality agrees that it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to Construct, Operate and Maintain a gas distribution system, for the purpose of delivering natural gas in the Municipal Area for Consumers, so long as the Company delivers to the Municipality and the Consumers their requirements of natural gas.

- b) The Company agrees to:
  - i) bear the full responsibility of an owner of a natural gas distribution system and to ensure all services provided pursuant to this Agreement are in accordance with the Delivery Tariff, insofar as applicable;
  - ii) Construct, Operate and Maintain the Gas Distribution System;

- iii) use designated portions of roads, rights-of-way, and other lands including other lands owned, controlled or managed by the Municipality necessary to Construct, Operate and Maintain the Gas Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and
- iv) use the Municipality's roads, rights-of-way and other Municipal Property granted hereunder solely for the purpose of providing Gas Distribution Service and any other service contemplated by this Agreement.

#### 4) **FRANCHISE FEE**

##### a) **Calculation of Franchise Fee**

In consideration of the exclusive grant of franchise, the ability to use Municipal rights-of-way, and the mutual covenants herein, the Company agrees to pay to the Municipality a franchise fee. The parties agree that s. 360(4) of the *Municipal Government Act* RSA 2000 c. M-26, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge, demand charge but excluding the cost of gas (being the calculated revenues from the gas cost recovery rate rider or the deemed cost of gas and revenues from gas related riders, for clarity Method A in the Company's Rider A as approved by the Board from time to time) in that year for Gas Distribution Service within the Municipal Area. For the first calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage shall be eight and fifty one hundredths (8.50) percent.

By no later than September 1 of each year, the Company shall: (i) advise the Municipality in writing of the total revenues that were derived from the Delivery Tariff within the Municipal Area for the prior calendar year; and (ii) with the Municipality's assistance, provide in writing an estimate of total revenues to be derived from the Delivery Tariff within the Municipal Area for the next calendar year.

By no later than November 15 of each year, the Municipality shall advise the Company in writing of the franchise fee percentage to be charged for the following year. Failing which notification, the franchise fee percentage shall remain unchanged.



b) **Franchise Fee Cap**

The franchise fee percentage shall not at any time exceed thirty five (35%) percent, unless there has been prior Board approval.

c) **Notice to Change Franchise Fee**

Prior to implementing any change to the franchise fee, the Municipality shall notify its intent to change the level of the franchise fee and the resulting effect that such change will have on an average residential customer's annual gas bill through publication of a notice once in the newspaper that has the widest circulation in the Municipal Area at least 45 days prior to implementing the revised franchise fee. A copy of the notice shall be filed with the Board.

d) **Payment of Franchise Fee**

Immediately upon the Municipality passing third reading of the applicable by-law approving this Agreement, 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 for each Consumer.

e) **Reporting Considerations**

The Company shall provide to the Municipality along with payment of the franchise fee amount, the information containing total Delivery Tariff billed, the franchise fee percentage applied, the derived franchise fee amount, used by the Company to verify the payment of the franchise fee amount.

5) **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".

6) **PROVISION OF EXTRA SERVICES**

Subject to an agreement being reached, 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 full compensation for the provision of those Extra Services in accordance with Schedule "B".

Any breach by the Company for failing to provide any Extra Services contained in this Agreement shall not constitute a breach of a material provision of this Agreement for the purposes of Article 8.

7) **MUNICIPAL TAXES**

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

8) **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 of the termination of this Agreement to the other party, and unless such breach is remedied to the satisfaction of the party not in breach acting reasonably this Agreement shall terminate subject to prior Board approval.

9) **SALE OF GAS DISTRIBUTION SYSTEM**

Upon the expiration of the Term of this Agreement, or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction, the Municipality may, subject to the approval of the Board, (i) exercise its right to require the Company to sell to it the Gas Distribution System pursuant to the provisions of the Municipal Government Act (Alberta), as may be amended, where applicable, or (ii) if such right to require the Company to sell the Gas Distribution System is either not applicable or has been repealed, require the Company to sell to it the Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters shall be referred to the Board for determination.

10) **PROVISION OF DETAILED PLANS AND EQUIPMENT**

a) **Detailed Plans**

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

The Municipality shall upon reasonable request, provide to the Company any subdivision development plans of the Municipality in hard copy and in the Municipality's electronic form where available. The subdivision development plans are provided to the Company for the sole purpose of assisting the Company in delivering natural gas to the Consumer.

b) **Provision of Equipment**

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

11) **RIGHT OF FIRST REFUSAL TO PURCHASE**

- a) If during the Term of this Agreement, the Company receives a *bona fide* offer to operate, take control of the entire Gas Distribution System or purchase the Gas Distribution System within the Municipal Area, 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 one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase that part of the Gas Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer. Notwithstanding the foregoing, in the event that the Municipality fails or refuses to exercise its right of first refusal, the Municipality shall retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 18 below. For the purposes of this paragraph 11, "operate, take control" shall not be construed as including the subcontracting by the Company of only some portions of its operations where the Company continues to be responsible for the performance of this entire Agreement;
- b) If the Municipality does not exercise its right of first refusal and the said *bona fide* offer that the Company is willing to accept does not proceed to closure, the Municipality retains its right of first refusal on any other offer.

- c) This right of first refusal only applies where the offer pertains to the entire Gas 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 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.
- d) Where the Municipality exercises its rights to purchase the Gas Distribution System from the Company and thereby acquires the Gas Distribution System, the Municipality agrees that should it no longer wish to own the Gas Distribution System within five (5) years after it acquires the said system and the Municipality receives any *bona fide* offer from an arms length third party to purchase the Gas Distribution System, which it is willing to accept, then it shall promptly give notice to the Company of the terms and conditions of such offer. The Company shall during the next one hundred and twenty (120) days have the first right of refusal to purchase the Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer, providing the offer is equal to or greater than the terms of the original purchase by the Municipality from the Company (taking into account the depreciation of the Gas Distribution System at the time of the offer).
- e) The Municipality's right of first refusal shall not apply where the Company has agreed to transfer the entire Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:
  - (i) the third party utility can demonstrate to the satisfaction of the Municipality that it meets the necessary technical and financial requirements to own and operate the Gas Distribution System;
  - (ii) the only consideration that shall be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Gas Distribution System;
  - (iii) there is no adverse impact to the Municipality resulting from the transfer and exchange above referenced as determined by the Board;
  - (iv) the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the exchange; and
  - (v) full compensation is paid to the Municipality for all costs including administrative and legal costs incurred by the Municipality in ensuring all of the conditions (i) through (iv) above are satisfied.

12) **CONSTRUCTION/MAINTENANCE OF GAS DISTRIBUTION SYSTEM**

a) **Municipal Approval**

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

Prior to commencing any Work, the Company shall obtain such applicable permits as are required by the Municipality.

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

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.

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

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 Gas 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 and to cause as little damage as possible to the property of others (including the Municipality Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it shall cause such damage to be repaired at its own cost.



Upon default by the Company or its agent to repair damage caused to Municipal Property, the Municipality may provide written notice to the Company to remedy the default. If the default is not remedied with two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using the 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 Gas Distribution System are of an urgent nature where the operation or reliability of the Gas Distribution System 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 72 hours after the repairs are commenced.

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

**e) Approvals**

Where any approvals are required to be obtained from either party under this Article, such approvals shall not be unreasonably withheld.

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

### 13) **RESPONSIBILITIES FOR COST OF RELOCATION**

Upon receipt of one (1) years notice from the Municipality, the Company shall, at its own expense, relocate to Municipal Property such part of the Gas Distribution System that is located on Municipal Property as may be reasonably required by the Municipality due to planned Municipal construction.

In order to encourage the orderly development of Municipal facilities and the Gas Distribution System, the Municipality and the Company agree that they will meet regularly to: a) review the long-term facility plans of the Municipality and the Company; and b) determine the time requirements and costs for final design specifications for each relocation. Providing the Municipality is not the developer requesting the relocation for commercial or residential resale to third parties, the Company shall bear the expenses of the required relocation.

Notwithstanding the foregoing, the Company shall not be required to move any part of the Gas Distribution System after receipt of notice from the Municipality in accordance with this Article where:

- a) the Company has illustrated to the satisfaction of the Municipality, acting reasonably, that an appropriate Alternative Course of Action is available;
- b) the Municipality has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and
- c) the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure that the Municipality will be left with sufficient time to complete the said planned Municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Company utilizing the Alternative Course of Action).

For the purposes of this Article 13, the term "Alternative Course of Action" shall mean any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the Municipality may incur and which the Company will be required to pay in accordance with this Article 13) and "Intended Time Frame" shall mean the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Gas Distribution System in accordance with this Article 13.

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

- (i) in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the Municipality;
- (ii) in modifying any plans the Municipality may have prepared in respect of the said Municipal construction (which are referred to herein as "Modified Plans") or in preparing or developing plans and procedures (which are referred to herein as "Work Around Procedures") to work around the Gas Distribution System or any improvement, thing, or component utilized by the Company in effecting the Alternative Course of Action; and
- (iii) in the course of conducting the said planned Municipal construction where such costs would not have been incurred by the Municipality if the Company had relocated the Gas Distribution System in accordance with this Article 13 (including any additional cost the Municipality may incur in completing the said Municipal Construction in accordance with the Modified Plans or in effecting any Work Around Procedures).

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

- Where :
- (A) The Municipality requires the Company to move a gas line so that the Municipality can replace its own sewer lines. The cost of moving the gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the gas line is \$40,000;
  - (B) The Company proposes to simply brace the gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;



- (C) As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000);

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

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

If the Company fails to complete the relocation of the Gas Distribution System or fails to repair or do anything else required by the Company pursuant to this clause without valid justification and in a timely and expeditious manner to the satisfaction of the Municipality's representative, acting reasonably, the Municipality may, but is not obligated to, complete such relocation or repair and the Company shall pay the reasonable costs of such relocation or repair forthwith to the Municipality.

If the Municipality chooses to complete such relocation or repair the Municipality will ensure that such work is completed using the Company's design specifications and standards, as provided by the Company, including the use of good and safe operating practices.

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

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

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

14) **GAS DISTRIBUTION SYSTEM EXPANSION**

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

15) **INCREASE IN MUNICIPAL BOUNDARIES**

Where the Municipal Area is increased through annexation or amalgamation as understood under the *Municipal Government Act* (Alberta) by the greater of 640 acres and twenty five (25%) percent of the current area or more, the Municipality shall have the right to:

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

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

16) **JOINT USE OF GAS DISTRIBUTION SYSTEM**

a) **Municipal Use**

The Municipality shall upon notice to the Company have, for any reasonable municipal purpose, the right to make use of the Gas Distribution System (excluding the transportation of gas) and any rights-of-way granted to the Company, provided such use complies with good and safe natural gas operating practices, as determined by the Company acting reasonably, applicable legislation, and does not unreasonably interfere with the Company's use thereof, at no charge to the Municipality. The Municipality is responsible for its own costs and any necessary and reasonable costs incurred by the Company including the costs of any alterations that may be required in using Gas Distribution System.

b) **Third Party Use and Notice**

The Company agrees that should any third party including other utilities desire to jointly use the Gas Distribution System or trenches or any parts of the Gas 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 Gas Distribution System:

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

c) **Cooperation**

The Company and Municipality agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the Gas 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 any portion of the Gas 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**

The Company shall provide to the Municipality within 6 months of executing this Agreement a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Gas Distribution System.

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

17) **RECIPROCAL INDEMNIFICATION AND LIABILITY**

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

- (i) any breach by the Municipality of any of the provisions of this Agreement; or
  - (ii) the negligence or wilful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the Municipality.
- c) 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 indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

#### 18) ASSIGNMENT

In the event that the Company agrees to sell the Gas Distribution System to a third party purchaser, the Company shall comply with Article 11 above. In addition, 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 Gas 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 the Agreement, and the compensation payable to the Municipality for all costs including administrative and legal costs relating to providing its consent to the Assignment. ("Municipal Compensation")

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees that the Municipality may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the Municipality, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern. Should the Municipality not reply within the thirty (30) days, 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 Board 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 Board.



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 Gas Distribution System without the consent of the Municipality, subject to paying the Municipal Compensation for the assignment, and having obtained the Board's approval for the sale of the Gas Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

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

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 Board for determination.

## 19) 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:

- (i) ATCO Gas and Pipelines Ltd.  
 Attention: Manager, Lethbridge District Operations  
 410 Stafford Drive N  
 Lethbridge, Alberta T1H 2A9  
 Phone (403) 380-5401 Fax: (403) 380-5428
- (ii) Town of Granum  
 Attention: Administrator  
 Box 88  
 Granum, Alberta T0L 1A0  
 Phone (403) 687-3822 Fax: (403) 687-2285

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;
- (iii) In the case of a fax, the date the fax was actually received by the recipient.

## 20) **INTERRUPTIONS OR DISCONTINUANCE OF DELIVERY SERVICE**

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

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

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

## 21) **DISPUTE SETTLEMENT**

To the extent permitted by law, the Company and Municipality agree that unresolved disputes pertaining to this Agreement, other than those related to the sale of the Gas Distribution System as contemplated in Articles 9, 11(a) and 18 hereof, that pursuant to the terms of this Agreement, are to be submitted to the Board for determination, 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 10 business days of the said notice. In the event the parties cannot agree on a single arbitrator within the 10 business days, each party shall appoint an arbitrator within the 10 business days thereafter by written notice, and the two arbitrators shall together appoint a third arbitrator within 25 business days of written notice for arbitration. If either party fails to appoint an arbitrator within the time set forth above, the arbitrator appointed by the other party shall proceed with the arbitration and the award of such arbitrator shall be final and binding. In the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator within the 25 business day period from the date of delivery of the written notice for arbitration, either party may apply, on ten (10) days written notice to the other, to a Judge of the Court of Queen's Bench of Alberta for the appointment of the third arbitrator. The dispute shall be heard by the arbitrator(s) within 45 business days of the written notice for arbitration unless extended by mutual agreement between the parties. The arbitrator(s) shall render a decision within 20 business days of the last day of the arbitration 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 Board'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. The decision of the majority of the arbitrators shall be final and binding.

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

## 22) **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.



23) **FORCE MAJEURE**

If either party shall fail to meet its obligations hereunder within the time prescribed, and such failure shall be 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 its best efforts to put itself in a position to carry out its obligations hereunder. The term "force majeure" shall mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority having jurisdiction (excluding municipal governments), 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".

24) **TERMS AND CONDITIONS**

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

25) **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.

26) **SEVERABILITY**

To the extent permitted by law, any provision of this Agreement which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining portions hereof.

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

**TOWN OF GRANUM**

PER: \_\_\_\_\_

PER: \_\_\_\_\_

**ATCO GAS AND PIPELINES LTD.**

PER: \_\_\_\_\_

PER: \_\_\_\_\_

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**SCHEDULE "A"**  
**Core Services**

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

- 1) The Company shall deliver natural gas to the Consumers within the Municipal Area in accordance with the Company's Terms and Conditions, the Company's Distribution Tariff, the Act, any regulations thereto, and any Board Orders.
- 2) The Company shall install all natural gas facilities required to provide service to the Consumers within the Municipal Area and in accordance with the Natural Gas Sales Service Regulations.
- 3) As required by legislation, the Company shall provide and install all necessary regulators and meters necessary for measuring the natural gas supplied to each Consumer. The point of delivery shall be upon the Consumer's premise, currently at the outlet side of the meter.
- 4) The Company agrees to collaborate with the Municipality's Fire Department in an effort to mutually develop emergency response procedures relating to natural gas emergencies.
- 5) The Company shall do all things to Operate and Maintain the Gas Distribution System, including in accordance with all applicable regulations, codes, applicable standards and common industry practices.
- 6) The Company shall provide twenty-four hour a day "Trouble Service" to investigate any natural gas odor and make safe any suspected gas leak inside or outside the Consumer's premise.
- 7) The Company will utilize the services of professional engineers who are responsible for designing all natural gas facilities to satisfy all applicable regulatory codes and standards; preparing of necessary work order plans and monitoring the distribution network pressures to ensure that the Company's facilities will satisfy the Consumer's current and future natural gas delivery requirements.
- 8) The Company shall provide to the Municipality, on request, copies of any and all Gas Distribution Service related written information or reports required to be filed with the Board, with the exception of responses to questions from interveners or the Board related to rate hearings.
- 9) The Company shall provide to the Municipality, upon request, an annual report on the following standards specific to the Municipality:

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**SCHEDULE "B"**  
**Extra Services**

- 1) After the Municipality requests Extra Services, the Company will provide its applicable operations and maintenance standards for Gas Distribution System field services.
- 2) If the Company and the Municipality agree that the Company will provide Extra Services requested by the Municipality, the parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.
- 3) Extra Services shall mean:

[Not Applicable]

- 4) In consideration for the provision of the Extra Services, the Municipality shall pay to the Company the sum of nil Dollars (\$00.00) which if forming part of this Agreement shall be collected as part of the Franchise Fee.
- 5) Within sixty (60) days of the end of each calendar year, 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 for the Extra Services have been met.
- 6) In the event the Company breaches any material provision of the Extra Services contract, the Municipality may, at its option, provide written notice to the Company 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 Company using its best efforts on a commercially reasonable basis to remedy the breach, the Municipality may give six (6) months notice in writing of the termination of the Extra Services contract to the Company, and unless such breach is remedied to the satisfaction of the Municipality acting reasonably, the Extra Services contract shall terminate.

RECEIVED  
JUN 18 2020

June 8, 2020

Municipal District of Willow Creek No. 26  
PO Box 550  
Claresholm, AB  
T0L 0T0

**Attention:** Derrick Krizsan / Chief Administrative Officer

**RE:** Natural Gas Distribution System Franchise Agreement

The natural gas Franchise Agreement between the dissolved Town of Granum and ATCO Gas and Pipelines Ltd. is still active and is currently held by the Municipal District of Willow Creek No. 26. The agreement is set to expire in January 2021 and we would like this letter to indicate our intent to start the renewal process early so we can officially enter into the agreement with the MD for the Hamlet of Granum.

ATCO currently counts 7 Franchise Agreements with Municipal Districts throughout Alberta for Towns and Villages that have dissolved and we hope that this can continue for the Hamlet of Granum. If the MD wishes we can also terminate the Franchise Agreement which would require the AUC to rule the Franchise Agreement nullified.

I would like to arrange a mutually convenient time for a meeting to discuss the future of the franchise agreement and changes that would be made.

Please contact me at (403) 380-5401 or [dan.magnan@atco.com](mailto:dan.magnan@atco.com).

Yours truly,



**Dan Magnan**  
Manager, Lethbridge Operations  
ATCO Gas Distribution





## Municipal District of Willow Creek #26 For Information

Date Submitted: June 19, 2020

Originated by: CAO

Subject: Intermunicipal Emergency Services Agreement

### **RECOMMENDATION**

That the Municipal District of Willow Creek adopt the Intermunicipal Emergency Services Agreement by Resolution of Council.

### **SUMMARY**

It is recommended that the Intermunicipal Emergency Services Agreement be adopted based upon the following:

A. The Agreement identifies an Emergency Services Level of Service which will ensure that every citizen in the Municipal District of Willow Creek receives the same level of service for emergency services regardless of where they are located in the municipality.

B. The Agreement establishes a link between level of service and the training, equipment and response required to ensure that the delivery of intermunicipal emergency services meets the code of practice for fire fighters as defined in OHS legislation.

B. The Agreement establishes a cost share formula consistent with current practice and which provides for stability and predictability.

C. The Agreement establishes a process for operational administration of the agreement through the fire chiefs committee and emergency services committee which creates a significant level of accountability for service delivery and budgeting which does not exist currently.

D. The Agreement provides for a process for ongoing review and betterment of emergency services delivery within the MD of Willow Creek through Fire Chief Committee, Emergency Services Committee and the ICF Committee.

### **BACKGROUND**

The Intermunicipal Emergency Services Agreement negotiations were initiated in 2017 and included the assistance of Brownlee LLC and a mediator and was largely funded by an Alberta Community Partnership grant administered by the Town of Claresholm.

The agreement includes the following provisions which will ensure that each citizen in the M.D. of Willow Creek may expect to receive the same level of service from each of the 5 fire departments which provide service under this agreement to the M.D:

1. A defined level of service which includes an established standard of training and required equipment as defined in Schedule "A"

2. A description of emergency services provided including training provided on an intermunicipal basis as defined in Schedule “B”
3. Establishment of a Fire Chiefs Committee including purpose, responsibility and limitations as defined in Schedule “C”
4. Establishment of a Emergency Services Committee to include CAO’s and Fire Chiefs to review, provide oversight of the Fire Chief Committee and administration of the Agreement generally as defined in Schedule “D”
5. Establish emergency services budget parameters and process – outlined in Schedule “E”
6. Establish a cost share formula for agreed upon training and equipment purchase, maintenance and replacement – Schedule “F”
7. Liability and indemnification – Schedule “G”
8. A response map outlining the emergency service response areas for each fire department – Schedule “H”
9. Inventory of emergency services equipment consisting of 149 pages and outlined in Schedule “I”

#### **ATTACHMENTS**

Intermunicipal Emergency Services Agreement

#### **LINK TO STRATEGIC PLAN**

#### **Collaboration**

**Success:** Council approval of the Intermunicipal Emergency Services Agreement.

**Metric for Success:** adoption of the Intermunicipal Emergency Services Agreement by June 30, 2020.

Prepared By:



\_\_\_\_\_  
Director / CAO / Committee

Reviewed and Approved for Agenda



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



THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020

BETWEEN:

**MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26**  
(hereinafter referred to as “Willow Creek”)

-and-

**TOWN OF CLARESHOLM**  
(hereinafter referred to as “Clareholm”)

-and-

**TOWN OF FORT MACLEOD**  
(hereinafter referred to as “Macleod”)

-and-

**TOWN OF NANTON**  
(hereinafter referred to as “Nanton”)

-and-

**TOWN OF STAVELY**  
(hereinafter referred to as “Stavely”)

### **INTERMUNICIPAL EMERGENCY SERVICES AGREEMENT**

WHEREAS:

- A. The Parties entered into the Willow Creek Regional Intermunicipal Collaboration Framework Agreement dated **April 1, 2020** (the “ICF”) to advance, promote, and encourage opportunities and programs for collaboration amongst the Parties for their joint benefit, as well as the ultimate benefit of the residents of the respective Parties and the surrounding communities;
- B. The ICF contemplated a intermunicipal delivery of emergency services, pursuant to which the Parties wish to:
  - 1) **Mutual Services/Contribution** – provide for mutual benefit of services, and provide for corresponding contribution to costs of services;
  - 2) **Safety** – ensure the safety of residents and businesses throughout the respective jurisdictions of the Parties through the coordinated operations of the Emergency Services;
  - 3) **Service Levels/Standards** – define and deliver service levels for Emergency Services, and coordinate training and capabilities, within the respective jurisdictions of the Parties;
  - 4) **Interoperability** – ensure the ability of each Party’s department providing any of the Emergency Services (the “**Emergency Services Departments**”) and their personnel to

operate successfully together in delivering the Emergency Services, and ensure consistent and/or compatible equipment across Emergency Services Departments;

- 5) **Financial Certainty** – provide for cost and cost share certainty and consistency in respect of the funding of Emergency Services;
- 6) **Independence** – allow for the continued independent operation of the respective Emergency Services Departments as stand-alone emergency services departments, subject to the collaborations (including, without restriction, funding for equipment and other enhancements generated by the public and community groups/societies) and coordination contemplated within this Agreement; and
- 7) **Coordination** – provide for planning, development, training and operation of the respective Emergency Services Departments, as well as the procurement, management, maintenance, repair, operation, and replacement, of their respective equipment and facilities, in each case in the most efficient and cost effective manner;

(the “Additional Agreement Principles”);

- C. The Parties have identified the value of establishing policies, programs and processes for collaborating on the planning, development, training and operation of their respective Emergency Services Departments, the purchase, operation, use, maintenance, repair and replacement of their respective equipment and facilities, and the coordination and delivery of the Emergency Services, for the joint benefit of the Parties;
- D. The Parties are committed to participating, co-operating and coordinating with each other on an on-going basis, as further contemplated within this Agreement, for the joint benefit of the Parties;

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

## ARTICLE 1 - REFERENCES, DETAILS & GUIDE

- 1.1 **Details and Guide.** The details of Emergency Services, and guide for administration of Emergency Services, are as follows:

GUIDE	DESCRIPTION	LOCATION
<b>Definition</b>	<b>Emergency Services &amp; Service Levels/Standards</b> – Definition of Emergency Services and the applicable Service Levels/Standards	<b>Schedule “A”</b>
<b>Intermunicipal Operations &amp; Services</b>	<b>Intermunicipal Operation of Emergency Services</b> – Description of Emergency Services, including training, provided on an intermunicipal basis	<b>Schedule “B”</b>
<b>Fire Chiefs Committee</b>	<b>Planning, Operation &amp; Management of Emergency Services</b> - Description of Fire Chiefs Committee purpose, responsibility and limitations	<b>Schedule “C”</b>
<b>Emergency Services Committee</b>	<b>Review of Emergency Services</b> – Description of review, oversight and process of Emergency Services Committee	<b>Schedule “D”</b>
<b>Budgeting</b>	<b>Emergency Services Budget Parameters &amp; Process</b> – Limitations to budgeting for Emergency Services Departments, and budgeting process	<b>Schedule “E”</b>

<b>Cost Share</b>	<b>Emergency Services Cost Share &amp; Payment</b> – Agreed upon cost sharing and payments	<b>Schedule “F”</b>
<b>Liability &amp; Default</b>	<b>Insurance, Indemnity &amp; Default</b> – Management and mitigation of potential liability	<b>Schedule “G”</b>
<b>Response Map</b>	<b>Response Map</b> – For Intermunicipal Delivery of Emergency Services within Willow Creek	<b>Schedule “H”</b>
<b>Inventory of Equipment</b>	<b>Inventory of Emergency Services Equipment</b> – Inventories of each Party’s Emergency Services Equipment	<b>Schedule “I”</b>

## **ARTICLE 2 - SPIRIT, INTENT, AND GUIDING PRINCIPLES**

- 2.1 Application.** Unless otherwise agreed to by the Parties, this Agreement applies to:
- (a) the service levels and capabilities listed within **Schedule “A”** (the “**Service Levels/Standards**”) respecting the Emergency Services;
  - (b) the emergency services listed within **Schedule “A”** (the “**Emergency Services**”);
  - (c) the operation or delivery of portions of the Emergency Services by the Emergency Services Departments on an intermunicipal basis, as contemplated within **Schedule “B”**;
  - (d) the operation or delivery of programs and training of personnel listed as contemplated within **Schedule “B”** (the “**Emergency Services Programs & Training**”); and
  - (e) the planning, development, coordination, budgeting and funding of the above within and amongst the Parties.
- 2.2 Independence.** Unless otherwise agreed to by the Parties, this Agreement does not:
- (a) apply to the delivery of any service the same as or similar to the Emergency Services within each Party’s jurisdiction and by that respective Party’s own Emergency Services Department;
  - (b) apply to the acquisition of additional or new equipment by any Party independent of the other Parties pursuant to such Party’s own purchasing policies, and which therefore do not form part of cost shared equipment under this Agreement;
  - (c) apply to the delivery of any other service by any Party independent of the other Parties, and which therefore do not form part of the Emergency Services under this Agreement;
  - (d) impose automatic sharing of costs of equipment or services acquired by or provided by any Party;
  - (e) interrupt or prevent funding for equipment and other enhancements generated by the public and community groups/societies within or for the benefit of any of the Parties; or
  - (f) interrupt or prevent the availability, use or application of all or any of the equipment or services independently acquired or provided by a Party (and therefore not subject

to co-funding or other cost sharing under this Agreement) in the course of providing mutual aid services contemplated within this Agreement from applying to.

- 2.3 Guiding Principles.** The Parties recognize that the guiding principles contained within the ICF, together within the Additional Agreement Principles, should guide the planning, development, implementation and operation of the Emergency Services under this Agreement, and the interactions between the Parties. In the event of any conflict between the respective principles, the guiding principles contained within the ICF will prevail.
- 2.4 Consultation.** The Parties will consult with one another in the planning, development, implementation and operation of the respective Emergency Services, to ensure maximum use and benefits to the Parties and surrounding communities.
- 2.5 Co-operation.** The Parties will work together on a cooperative basis and to take such steps as may be necessary and to enter into such additional agreements as may be required from time to time in order to meet their objectives in planning, development, implementation and operation of the respective Emergency Services.
- 2.6 Compliance with Laws.** The Parties will comply with all applicable statutes and regulations governing the planning, development, implementation and operation of the respective Emergency Services, and will take all necessary steps to ensure compliance with all statutes and regulations as may be applicable in that regard.
- 2.7 Reasonable.** Except where otherwise specifically provided, each Party will act reasonably in each case that it is entitled to exercise discretion hereunder or pursuant hereto and, in particular, in each case where an action, document, thing, or matter is required to be acceptable or satisfactory to it or is affected by its approval, consent, opinion, or discretion; and without limiting the foregoing, except where it is specifically provided that its consent may be unreasonably withheld, it will not unreasonably withhold or delay the exercise of any such discretion.
- 2.8 Further Assurances.** The Parties agree that they shall from time to time execute such further assurances and documents as may be required by the Parties and their respective solicitors to give effect to the intent of this Agreement.

### **ARTICLE 3 - TERM, RENEWAL & EXTENSION**

- 3.1 Term.** The term of this Agreement shall be effective from the date of execution of this agreement until April 1, 2025, unless otherwise terminated or amended in accordance with the terms and conditions of this Agreement (the “**Term**”).
- 3.2 Renewal.** Upon the expiration of the initial Term, and each subsequent renewal term, this Agreement shall automatically renew for an additional period of equal length unless:
- (a)** this Agreement is otherwise extended or renewed, or replaced, by agreement in writing between the Parties, in which case the agreement of the Parties will apply, or
  - (b)** the ICF is revised to indicate that Emergency Services, or a substantial portion thereof, should not be delivered on an intermunicipal basis, in which case the provisions of Article 9 will apply;

and in which cases one or more replacement arrangement(s) between the Parties, providing for a replacement of the mutual aid and other intermunicipal operations of Emergency Services contemplated within **Schedule “B”** on a multi-party, bilateral, or other basis, will be required in order to address the delivery of Emergency Services.

- 3.3 Extension/Renewal.** This Agreement may also be extended for an additional period of time, or renewed for an additional term, by the Parties upon agreement in writing of each of the Parties.

#### **ARTICLE 4 - EMERGENCY SERVICES**

- 4.1 Operation and Funding of Departments, Equipment & Facilities.** Each Party acknowledges and agrees to utilize its respective best efforts to authorize, operate, manage, budget, fund and equip its respective Emergency Services Department so as to:

- (a) **Service Levels/Standards** – provide for the equipment and resources needed to achieve and maintain the Service Levels/Standards (or, if currently unable to meet the Service Levels/Standards, strive to meet the Service Levels/Standards within a reasonable period of time);
- (b) **Intermunicipal Delivery** – deliver Emergency Services on an intermunicipal basis including:
  - (i) mutual aid;
  - (ii) intermunicipal emergency response;
  - (iii) Emergency Services personnel training; and
  - (iv) other and/or future Emergency Services programs;

as contemplated and/or agreed upon from time to time within **Schedule “B”** to this Agreement;

subject always to the limitations imposed by the budget limitations provided within **Schedule “E”** attached to this Agreement (the “**Budget Parameters**”), as well as subject to the coordination of the availability and location of equipment, personnel, training and other resources under this Agreement.

- 4.2 Operating & Management by Fire Chiefs.** Each Party will authorize and empower the Party’s corresponding fire chief (including, without restriction, the chief of the Granum Fire Department) or emergency services manager, as the case may be (collectively, the “**Fire Chiefs**”) to:

- (a) collaborate with the other Fire Chiefs in the planning, operation and management of the Emergency Services as contemplated within this Agreement including, without restriction, coordinating the availability and location of equipment, personnel, training and other resources; and
- (b) carry out the functions of the committee of Fire Chiefs contemplated within **Schedule “C”** attached to this Agreement (the “**Fire Chiefs Committee**”);

subject always to the budgetary authorizations and limitations of each respective Emergency Services Department’s budget, and the requirements and limitations of the Fire Chiefs Committee contemplated within **Schedule “C”**.

#### **ARTICLE 5 - REVIEW OF EMERGENCY SERVICES**

- 5.1 ICF Committee.** The intermunicipal collaboration committee established under the ICF (the “**ICF Committee**”) will meet with, and/or review the report and recommendations from, the Emergency Services Committee on an annual basis, for the purposes of informing and guiding the decisions and activities of the ICF Committee under the ICF as it may affect the Emergency Services.

**5.2 Emergency Services Committee.** The committee of Fire Chiefs and chief administrative officers of the Parties (the “**Chief Administrative Officers**”) contemplated within **Schedule “D”** attached to this Agreement (the “**Emergency Services Committee**”) will:

- (a) meet to establish the order of hosting meetings of the Emergency Services Committee, and a schedule for meeting dates; and
- (b) meet on a bi-annual basis for the purposes of reviewing the activities of the Fire Chiefs Committee, reviewing the planning, operation and management of the Emergency Services, and providing recommendations and/or direction;

as contemplated within **Schedule “D”**.

**5.3 Amendment.** Any resulting amendments to or replacements of this Agreement resulting from the reviews by the ICF Committee or the Emergency Services Committee must be agreed upon in writing by the Parties.

**5.4 Change Process.** Changes to this Agreement is key to meeting the changing requirements for Emergency Services, the evolution of technology, equipment and practices related to Emergency Services, and changes to the circumstances or factors impacting the Parties. Any Party may initiate a request for a change to this Agreement including, without restriction, related to:

- (a) changes to the definition or scope the Service Levels/Standards guiding Emergency Services;
- (b) changes or additions to the definition of Emergency Services;
- (c) changes or additions to the Emergency Services Programs & Training;
- (d) changes to the budgeting parameters contained within **Schedule “E”** attached to this Agreement;
- (e) changes to the cost shares contemplated within **Schedule “F”** attached to this Agreement; and
- (f) the proposal for purchase of new equipment for the delivery of Emergency Services;

or any other aspect of this Agreement. In addition to the initiation of the considerations of the same or similar matters at the Fire Chiefs Committee or the Emergency Services Committee, any Party may give the other Parties notice in writing requesting a review of the identified portions of this Agreement. Any requested review shall be referred in the first instance to the Emergency Services Committee for consideration in consultation with the Fire Chiefs Committee, and the development of recommendations to the Parties.

**5.5 Disputes.** In the event of a dispute between two (2) or more of the Parties arising from such reviews pursuant to either Section 5.2 or 5.4 of this Agreement, any matters or issues in dispute or otherwise unresolved shall be resolved through the dispute resolution procedure provided for within the ICF (the “**Dispute Resolution Procedure**”).

## **ARTICLE 6 - BUDGET PARAMETERS & PROCESS**

**6.1 Emergency Services Budgeting Process & Responsibilities.** The Parties will prepare and present budgets for each Emergency Services Department in a manner consistent with the Budget Parameters and process contemplated within **Schedule “E”**.

## **ARTICLE 7 - FINANCIAL RESPONSIBILITY**

- 7.1 Mutual Aid.** Each of the Parties will be responsible to pay costs of providing the mutual aid services which are invoiced by the responding party in accordance with the provisions of **Schedule “B”**;
- 7.2 Emergency Services Cost Share and Payment Responsibilities.** The cost share financial responsibilities of each of the Parties in respect of the Emergency Services are provided within **Schedule “F”**. Save and except for those cost shares and payments contemplated within **Schedule “F”** or otherwise agreed to by the Parties from time to time, each Party is solely responsible for funding their own Emergency Services Department budget.
- 7.3 Goods and Services Tax.** For the purposes of the administration of GST under this Agreement, the Parties acknowledge and agree that:
- (a)** the delivery of Emergency Services intermunicipally, as contemplated within **Schedule “B”** of this Agreement, is currently a non-taxable supply/service;
  - (b)** the incurring of costs associated with creating the capacity to perform Emergency Services which are intended to be shared, including the costs contained within the budgets of Emergency Services Departments and as contemplated within **Schedule “F”**, is specifically understood and agreed in each and every case to be:
    - (i)** incurred for the specific purpose of sharing the costs;
    - (ii)** incurred by a Party as agent for the other Parties sharing in that costs; and
    - (iii)** administered by the Party incurring the cost, who is handling the day-to-day operating duties of acquiring the underlying property and/or services either internally or from third parties, and paying the initial costs thereof, all for the purposes of being reimbursed one or more shares of the costs from the Parties;as provided for within this Agreement; and
  - (c)** otherwise, each Party shall be responsible to pay all GST and other properly assessed taxes in connection with this Agreement, subject always to available rebates and/or input tax credits.

The Parties shall, however, manage their respective obligations respecting payment, collection and remittance of GST in a manner that provides for the most efficient process as possible for the Parties including, without restriction, ensuring that where appropriate under the applicable legislation all rebates or credits of GST available to the Parties are accounted for prior to charging or collecting any cost under this Agreement.

## **ARTICLE 8 - INSURANCE, INDEMNITY & DEFAULT**

- 8.1 Insurance.** Throughout the Term of this Agreement, the Parties shall maintain the insurance coverage provided for within **Schedule “G”**.
- 8.2 Indemnity & Default.** Each Party shall be subject to the indemnity, liability and default provisions provided for within **Schedule “G”**.

## **ARTICLE 9 - TERMINATION & WITHDRAWAL**

- 9.1 Termination.** The Parties may agree to terminate this Agreement at any time upon mutual agreement, subject always to:

- (a) the settlement of all ownership interests, liabilities, and financial responsibilities respecting the Emergency Services and this Agreement; and
- (b) agreement(s) in writing of the Parties providing for a replacement of the mutual aid and other intermunicipal operations of Emergency Services contemplated within **Schedule “B”** on a multi-party, bilateral, or other basis;

and subject always to the requirements of or directions from the ICF, as amended or replaced from time to time.

**9.2 Withdrawal.** The Parties agree that a Party may withdraw from this Agreement provided always that:

- (a) the withdrawing Party has provided not less than **Twelve (12) months** notice in writing of the intention to withdraw;
- (b) the Parties have agreed upon a settlement of all ownership interests, liabilities, and financial responsibilities respecting the Emergency Services and this Agreement; and
- (c) agreement(s) in writing of the Parties providing for a replacement of the mutual aid and other intermunicipal operations of Emergency Services contemplated within **Schedule “B”** on a multi-party, bilateral, or other basis;

and subject always to the requirements of or directions from the ICF, and any amend(s) or replacement(s) thereof from time to time, governing the withdrawing Party and the Parties.

**9.3 Final Determination.** In the event of an inability of the Parties, or any of them, to settle any of the foregoing, the outstanding issue(s), matter(s) or thing(s) shall be referred to be resolved pursuant to the Dispute Resolution Procedure.

## **ARTICLE 10 – GENERAL**

**10.1 Existing Agreements.** This Agreement replaces all existing agreements or arrangements between the Parties regarding the specific topics of this Agreement.

**10.2 Other Agreements/Arrangements.** Nothing contained within this Agreement prevents any of the Parties from considering and entering into any further or other arrangements respecting Emergency Services, and other collaborations relating to Emergency Services, whether on a multi-party, bilateral or other basis, which in each case are complementary to this Agreement.

**10.3 Dispute Resolution.** In the event of the disagreement between the Parties with respect to issue, matter or thing arising from this Agreement (other than default in payment of a financial obligation) the Parties shall refer such dispute to be resolved pursuant to the Dispute Resolution Procedure.

**10.4 Notice.** The address for service of notices and other documents or payments owed are as follows:

**Town of Claresholm**  
 c/o Chief Administrative Officer  
 PO Box 1000  
 Claresholm, AB T0L 0T0  
 FAX: 403-625-3869  
 EMAIL: info@claresholm.ca



**Municipal District of Willow Creek**  
c/o Chief Administrative Officer  
273129 Highway 520 West  
Box 550  
Claresholm, AB T0L 0T0  
**FAX:** 403-625-3886  
**EMAIL:** md26@mdwillowcreek.com

**Town of Fort Macleod**  
c/o Chief Administrative Officer  
PO Box 1420  
Fort Macleod, AB T0L 0Z0  
**FAX:** 403-553-2426  
**EMAIL:** admin@fortmacleod.com

**Town of Nanton**  
c/o Chief Administrative Officer  
PO Box 609  
Nanton, AB T0L 1R0  
**FAX:** 403-646-2653  
**EMAIL:** cao@nanton.ca

**Town of Stavely**  
c/o Chief Administrative Officer  
PO Box 249  
Stavely, AB T0L 1Z0  
**FAX:** 403-549-3743  
**EMAIL:** cao@stavely.ca

Or such other address as the Parties may respectively designate from time to time. Any notice required or permitted by this Agreement may be served on the Parties by hand delivery or by mail. Notices sent by mail will be deemed to have been received three business days after mailing. In the event of a general postal disruption, notice shall not be attempted by mail.

*[Remainder of Page Blank – Signature Page Follows]*

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

**MUNICIPAL DISTRICT OF WILLOW CREEK  
No. 26**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**TOWN OF FORT MACLEOD**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**TOWN OF STAVELY**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**TOWN OF CLARESHOLM**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**TOWN OF NANTON**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

## SCHEDULE “A”

### EMERGENCY SERVICES, SERVICE LEVELS & STANDARDS

EMERGENCY SERVICE(S)	SERVICE LEVEL(S) AND STANDARD(S)
<b>FIRE SUPPRESSION SERVICE</b>	
Fire Fighting — Structural Defensive	Recruit Training Course, NFPA 1001 — Level 1 or higher or an equivalent competency** (1) equivalent competency*
Fire Fighting — Interior Attack ** (2)	Recruit Training Course, NFPA 1001— Level 2 or an equivalent competency with Exceptions ** (2) equivalent competency* *as determined by the consent of both the Station Chief and the Emergency Services Manager
Fire Fighting —Wildland/Urban interface	Recruit Training Course, S100G, NFPA 1051
Vehicle Fires	Recruit Training Course, NFPA 1001 Level 2 or an equivalent competency with Exceptions ** (1) equivalent competency* *as determined by the consent of both the Station Chief and the Emergency Services Manager
<b>RESCUE SERVICES</b>	
Motor Vehicle Collisions	Recruit Training Course, Vehicle X Course, NFPA 1001 Level 2, Farm X, Emergency Livestock Course
Trench Rescue	NFPA 1006 Awareness Only ** (3)
Hazardous materials Response	NFPA 472 at Awareness Level, Operations with HAZMAT team
Confined Space Rescue	NFPA 1006 Awareness Only ** (3), In-House Training
Rope Rescue (Low Angle Rescue Only)	NFPA 1006 Awareness Only ** (3), In-House Training
Power Line Down/Electrical Hazards	NFPA 1006 Awareness Only ** (3), In-House Training
Building Collapse	NFPA 1006 Awareness Only ** (3), In-House Training
Ice Rescue	NFPA 1006 Operations, ice Rescue Course
Swift/Fast Water Rescue	NFPA 1006 Operations Awareness Only ** (3), Swift Water Course, Jet Ski Course, Boat Course
Still Water Rescue	NFPA 1006 Still Water Course, Boat Course, Jet Ski Course
Search and Rescue	SAR Basic
<b>MEDICAL FIRST RESPONSE</b>	
Medical First Response	First Aid/ CPR/HCP, MFR,EMR, PCP, First Aid Course
CISM	Peer Support Training, R2MR, Contracted Mental Health services
<b>INCIDENT COMMAND</b>	
Incident Command	ICS 100, 200

<b>PUBLIC RELATIONS</b>	
Car Seat Installation and inspection	Car Seat Technician Course
Fire/ Life Safety	1521 Course
<b>INVENTORY &amp; EQUIPMENT MAINTENANCE</b>	
Inventory & Equipment Maintenance	The responsibility of all fire departments to ensure equipment readiness. To perform on a monthly basis as a minimum with proper documentation to support inventory
<b>OTHER SERVICES/PROGRAMS</b>	
Mutual and automatic aid responses	As per existing mutual aid agreements and protocols, or as contemplated in Schedule "B"
Public Safety Education	Fire prevention week, fire hall tours, smoke detector program, Co Program
Standard Operating Guidelines (SOG's)	As contemplated in Schedule "B"
Training Programs	As contemplated in Schedule "B"
<b>** (1)</b> Equivalent Competency as determined by the consent of both the Station Chief and the Emergency Services Manager	
<b>** (2)</b> Interior attack is only permitted for firefighters that are NFPA 1001 Level 2 trained. Level 1 may also enter under the direct supervision of a Level 2-1001 firefighter. Or Equivalent Competency as determined by the consent of both the Station Chief and the Emergency Services Manager	
<b>** (3)</b> If, however, there are no NFA 1001 Level 2 firefighters on scene or the event is deemed unsafe by the Incident Command there are not enough resources on scene to handle the event, the structural interior attack reverts back to defensive action only.	
<b>FUTURE SERVICES/PROGRAMS</b>	
Pre-Emergency Planning	To be discussed @ ICF Committee
Life Safety Inspections	To be discussed @ Fire Chiefs Committee and Emergency Services Committee
Fire Investigations	To be discussed @ Fire Chiefs Committee and Emergency Services Committee
Other	As contemplated in Schedule "B", subject to discussion @ Fire Chiefs Committee and Emergency Services Committee

## SCHEDULE "B"

### INTERMUNICIPAL OPERATION OF EMERGENCY SERVICES

Throughout the Term of this Agreement, unless otherwise agreed to by the Parties, aspects of Emergency Services delivered on an intermunicipal basis under the planning, management and operation of the Fire Chiefs Committee consist of:

#### 1. **Emergency Services Delivered Intermunicipally**

Throughout the Term of this Agreement each of the Fort Macleod, Claresholm, Nanton and Stavelly (the "Towns") shall provide Emergency Services within areas of Willow Creek as follows:

- (a) **Coordination** – all Emergency Services to be delivered intermunicipally as contemplated below will be coordinated by the Fire Chiefs and the Fire Chiefs Committee;
  - (b) **Response Map** – the response areas within Willow Creek for each of the Towns shall be limited to those respective areas designated within the response map approved from time to time by the Fire Chiefs Committee and by Willow Creek, which as of the date of this Agreement is attached as **Schedule "H"** to this Agreement ("**Response Map**");
  - (c) **Response Areas** – subject always to requests for Mutual Aid, defined below, each Town shall only be responsible to provide the Emergency Services within the applicable portion(s) of Willow Creek identified within the Response Map, and to all people, property and livestock that may be affected if they are located within the boundaries of the applicable area;
  - (d) **Call-Outs and Dispatch** – the Parties shall each use Foothills Regional Emergency Services Commission, or other common agency agreed to, contracted on an individual basis to provide call-out and dispatch services for the operation of the Emergency Services;
  - (e) **Response** – the Towns shall:
    - (i) make their best efforts to provide priority of response to Emergency calls from within Willow Creek; or
    - (ii) provide immediate notice to Willow Creek Emergency Services Manager (the "**Emergency Services Manager**") if it is unable to respond.
- For clarity, all Emergency calls from within the designated areas on the Response Map will receive immediate response from the Town Emergency Services Departments when it can be reasonable to do so without impairing the respective Town's capacity to protect life or property within the Town limits. In the event that a Town is unable to respond to an Emergency call when called upon, Willow Creek will enact request(s) for mutual aid in order to provide service as further defined below;
- (f) **Notice of Coverage** – in the event that a Town is engaged in mutual aid service (as defined below), training or other activities impacting the Town's ability to respond to Emergency calls from within the designated areas on the Response Map:
    - (i) the Town will notify the Fire Chiefs, including Willow Creek Emergency Services Manager; and
    - (ii) the Fire Chiefs shall, as much as possible, coordinate resources of personnel and equipment so as to ensure coverage for responses to Emergency calls from within the impacted areas on the Response Map;
  - (g) **Standard Operating Guidelines** – ensure that all Emergency Services personnel are familiar with, and are capable of operating within, the requirements of Willow Creek SOG's applicable to required Emergency Services to be provided in response to the Emergency;

- (h) **Vehicles** – ensure that all trucks, fire engines, cargo trailers, ATV's and other mobile and licenced vehicles are regularly inspected and maintained by the owner of those vehicles in accordance with National Fire Protection Association (“NFPA”) standards, Provincial legislation and municipal policy;
- (i) **Insurance** – ensure that proper insurance has been obtained for all Town owned equipment, buildings and properties that house the Emergency Services Departments providing the Emergency Services;
- (j) **Direction and Management** – assign at the discretion of their respective Fire Chiefs, on a per incident basis, equipment and trained personnel available and necessary to address the Emergency, in accordance with the SOG's;
- (k) **Incident Command** – while responding to an Emergency within Willow Creek, all Emergency Services personnel will be under the incident command of the commander of the responding Fire Department, unless otherwise directed by the commanders on the scene, or otherwise directed by Willow Creek Emergency Services Manager.

## 2. **Emergency Services Provided as Mutual Aid**

In addition to and without restricting the intermunicipal delivery of Emergency Services within area of Willow Creek, each of the Parties shall provide the following mutual aid (“**Mutual Aid Services**”):

- (a) **Nature of Emergency** – each Party may call upon the assistance of all or any of the other Parties to render assistance that, in the opinion of the Party requesting mutual aid (the “**Requesting Party**”), is necessary for the prompt and safe handling of an emergency requiring trained Emergency Services personnel and the application of equipment and techniques to manage the emergency scene (“**Emergency**”);
- (b) **Nature of Mutual Aid Services and Obligation to Assist** – upon receipt of a request for Mutual Aid Services, each Party will render whatever assistance that it can without endangering the wellbeing of its own residents;
- (c) **Contact Persons to be Appointed** – each Party will designate one or more contact persons, who will coordinate Mutual Aid Services, and administer the provisions of this Agreement respecting Mutual Aid Services, on its behalf. Each Party to this agreement will designate a specific request for aid format to activate this agreement;
- (d) **Requesting Party to Assume Direction** – unless otherwise provided for within the SOG's:
  - (i) each Responding Party shall utilize all responding personnel and equipment in accordance with its own Emergency response plans;
  - (ii) the Responding Party's personnel and equipment shall follow directions of the Requesting Party's Incident Commander, save and except in the event that the personnel or equipment shall be endangered beyond acceptable limits;
- (e) **All Costs to be Charged to Requesting Party** – the Requesting Party requesting Mutual Aid Services hereby accepts financial responsibility for all services rendered and rental of all equipment requested. The billing/accounting officer for each Party will maintain a registry of services and equipment usage during the time of assistance;
- (f) **Equipment and Personnel Rates** – unless otherwise agreed to by the parties (pursuant to “good neighbor” principles, common billing practices, or otherwise) all equipment and personnel used for providing Mutual Aid Services shall be billed by:
  - (i) the Responding Party to the Requesting Party; and/or

- (ii) the owner of the equipment (or joint owner, as the case may be, pursuant to agreement of the joint owners) to the Requesting Party;

without duplication, in the respective discretions of the billing Party or Parties, and at the rates established from time to time by the billing Party or Parties and it or their respective fees bylaws and/or policies, if applicable. The Parties acknowledge that the Fire Chiefs Committee will work towards providing recommendations for consolidating and harmonizing billing rates and practices, in consultation and coordination with the Emergency Services Committee, which may be implemented by the Parties in due course;

- (g) **Equipment and Personnel** – only equipment owned solely by the Responding Party, joint equipment under the care, custody and control of the Responding Party, or volunteered equipment, shall be used in providing Mutual Aid Services. In addition to the employees of a Responding Party, those who have voluntarily offered their services to any Responding Party may be utilized in providing Mutual Aid Services;
- (h) **Volunteer Equipment and Personnel to be Accepted by Requesting Party** – the Fire Chiefs Committee will work towards providing recommendations for practices for engaging volunteer equipment and/or personnel for use in providing Mutual Aid Services, in consultation and coordination with the Emergency Services Committee, which may be implemented by the Parties in due course; and
- (i) **Performance & Preparedness** – each of the Parties shall faithfully carry out and perform Mutual Aid Services to be best of the Responding Party's abilities and resources, and shall further maintain a state of preparedness adequate to meet any Emergency situation that may arise, all as may be more particularly set forth within the SOG's or this Agreement.

### 3. Performance & Compliance

In carrying out all or any of the services contemplated within this Schedule each Party shall, to be best of the responding Party's abilities and resources, ensure the respective Emergency Services personnel under their direction or control:

- (a) conduct themselves in a professional manner adhering to all bylaws and policies of the Parties, as well as the applicable SOG's; and
- (b) adhere to all NFPA standards, and relevant Federal and Provincial legislation including, but not limited to, all highway traffic legislation, *Occupational Health and Safety Act* and related codes of practice, and the *Safety Codes Act*.

### 4. Emergency Services Programs & Training

Under the direction and control of the Fire Chiefs Committee, the Fire Chiefs will create, plan, implement and operate the following joint programs for the mutual benefit of the Parties (the “**Emergency Services Programs & Training**”):

- (a) **Standard Operating Guidelines (SOG's) Program** – the consultation, development, approval, periodic review, and amendment from time to time of SOG's to be followed and implemented by the Emergency Services Departments, providing for a clear standard of performance, standard operating procedures, incident command structure and protocols, standard communications protocols, and any other relevant operational requirements for the purposes of:
  - (i) performing any of the Services contemplated under this Agreement within another Party's jurisdiction, providing the Services within another Party's jurisdiction; and
  - (ii) operation of each Party's own respective Emergency Services Departments within their respective jurisdictions, providing for best practices and other resources;
- (b) **Training Program** – the consultation, development, coordination, approval, periodic review, and amendment from time to time of training programs for personnel utilized by the Parties' respective

Emergency Services Departments, providing for a standard of training, expertise, experience, knowledge, proficiency and capability determined by the Fire Chiefs Committee to be necessary or valuable for the purposes of:

- (i) establishing and maintaining the Service Levels/Standards for the Emergency Services contemplated within this Agreement, as amended from time to time; and
- (ii) performing any of the Emergency Services as contemplated within this Agreement.

Without restricting any of the foregoing, as of the date of this Agreement, the training programs include the following:

<b>EMERGENCY SERVICES TRAINING</b>
<b>Training Certification/Courses</b>
NFPA 1006 Rescue Courses
NFPA 1001- Level 1- 472 Awareness
NFPA 1001- Level 2 - 472 Ops
Station Training nights
Entry Level Training
NFPA 1021 level 1
NFPA 1051
S 100 Grassland Course
NFPA 1002
Basic Safety Codes Course
NFPA 1031
NFPA 1033
NFPA 1041
Urban and Wildland Search and Rescue
NFPA 1521
ATV Course
PWC Course (Jet Ski)
PWC Course – Jet Boat
Car Seat Technician Course
Public Relations (PIO)
Incident Command System
CISM – Critical Incident Stress Management
Farm extraction
H2S
‘Q’ Airbrake endorsement
First Aid – CPR (HCP)
Swift/still Water Rescue Courses
EMR Course/annual dues
PCP annual dues
ICE Rescue Course
Livestock Emergency Handling Course
Class 3 Drivers License
Class 4 Drivers License
Drivers License - Annual Medical
Fire conference
Individual S-Series Courses
Traffic control Course



- (c) **Costs of Emergency Services Programs & Training** – each Party is participating in the above-noted Emergency Services Programs & Training, and accordingly each Party will be responsible for their corresponding share of associated costs of the respective Emergency Services Programs & Training as contemplated within the Budget Parameters and set out in **Schedule “F”**, or otherwise agreed to by the Parties from time to time.

## 5. Coordination of Equipment

Each of the Parties from time to time owns certain Emergency Services vehicles, apparatus and equipment which are necessary or prudent for the delivery of Emergency Services by the Parties (the “**Emergency Services Equipment**”), and an inventory of the Emergency Services Equipment as of the date of this Agreement is attached to this Agreement as **Schedule “I”**. In this regard,

- (a) **Willow Creek Emergency Services Equipment** – certain portions of Emergency Services Equipment have been placed within the fire halls of some or all of the Towns for use and operation in the intermunicipal delivery of Emergency Services as contemplated within this Schedule (“**Willow Creek Emergency Services Equipment**”);
- (b) **Inventory** – under the direction and control of the Fire Chiefs Committee, the Fire Chiefs will review and update the inventory of Emergency Services Equipment attached as **Schedule “I”** on an annual basis, including the inventory of Willow Creek Emergency Services Equipment.
- (c) **Responsibility for Emergency Services Equipment** – for clarity, each Party shall be responsible for the periodic maintenance, repair and replacement of the Emergency Services Equipment owned by that Party (or jointly responsible in the case of co-owned equipment), as contemplated within Section 4.1 of this Agreement and as more particularly described within the budget parameters within **Schedule “E”** and the financial obligations within **Schedule “F”** attached to this Agreement;
- (d) **Use** – use of each item of Willow Creek Emergency Services Equipment in the possession of a Town will be primarily for responding to emergencies located within Willow Creek, and on a priority basis. Use of Willow Creek Emergency Services Equipment in responding to an emergency within each Town will be subject to such reasonable use, priority policies, procedures and processes as may be established from time to time by Willow Creek in consultation with the Emergency Services Committee and with reasonable notice to the Town of any such changes.
- (e) **Protect** – each Town will use and operate Willow Creek Emergency Services Equipment in accordance with reasonable policies, directives or other operating or maintenance instructions that may be established by Willow Creek from time to time in consultation with the Emergency Services Committee and with reasonable notice to the Town of any such changes (including cleaning of and preventative maintenance for each piece of Willow Creek Emergency Services Equipment may be required after each and every use), and will use its best efforts to protect the same from loss or damage;
- (f) **Alterations** – other than in an emergency, no alterations will be made to any Willow Creek Emergency Services Equipment unless agreed to by Willow Creek, acting reasonably;
- (g) **Reporting** – each Town will report any damage, breakage or non-functioning Willow Creek Emergency Services Equipment to Willow Creek in its possession as soon as reasonably possible; and
- (h) **Disputes** – any disputes arising with respect to such use, priority policies, procedures and processes, or availability of any Willow Creek Emergency Services Equipment will be referred to the Emergency Services Committee for review and if still unresolved referred to the Dispute Resolution Procedure.

## **6. Future Potential Emergency Services Programs & Training**

Subject to the consultation within the Fire Chiefs Committee and the Emergency Services Committee, and the inclusion of funding within the budgets for the Emergency Services Departments, the Fire Chiefs Committee may create, plan, implement and operate the following additional programs for the mutual benefit of the Parties:

- (a) **Payroll Management** – design, implementation and operation of a harmonized payroll system for Emergency Services personnel utilizing a system such as Fire Pro;
- (b) **Recruitment, Retention and Human Resources Program** – policies, procedures, standards and documents for recruitment, retention, and human resource management of personnel for the Emergency Services Departments;
- (c) **Equipment Evaluation Program** – the consultation, review, testing, from time to time of equipment designed or required for Emergency Services;
- (d) **Procurements Program** – joint/bulk procurements of equipment on an as needed basis by the Parties, for the purposes of maximizing efficiency of procurement processes as well as cost savings for the Parties;
- (e) **Fire Investigations Program** – fire investigations service available on an as needed basis by the Parties; and
- (f) **Other Programs** – such further and other programs jointly created, designed, planned, implemented and/or operated by the Parties from time to time, subject always to approval of the Emergency Services Committee and inclusion of funding for the program within budgets for the Emergency Services Departments.

and upon undertaking any of the above, they will form part of the Emergency Services Programs & Training under the planning, operation and management of the Fire Chiefs Committee, and budgeted for within the budgets for the Emergency Services Departments, unless and until removed from the Emergency Services Programs & Training by the Fire Chiefs Committee and the Emergency Services Committee.

## **7. Participation in Future Emergency Services Programs & Training**

The Parties acknowledge and agree that participation in all or any of the future Emergency Services Programs & Training which are not required in order to meet the Service Levels/Standards is voluntary, at the discretion of each of the Parties, and subject to agreement of the respective Party. Each Party's share of costs of participation in Future Emergency Services Programs & Training will be agreed upon by the Parties as further provided for in **Schedule "F"**. For clarity, Emergency Services Programs & Training which are required in order to meet the Service Levels/Standards are mandatory, and addressed under Section 4 of this Schedule.

## **8. Further or Other Arrangements**

For clarity, as contemplated within Section 10.2 of this Agreement, the Parties may also at any time consider and enter into any further or other arrangements respecting Emergency Services, and other collaborations relating to Emergency Services, whether on a multi-party, bi-lateral or other basis, which are complementary to this Agreement.

## **9. Referral to Dispute Resolution**

If the Parties at any time cannot agree upon any matter respecting Mutual Aid Services (including rates for personnel and equipment) or Emergency Services Programs & Training that contemplates agreement of the Parties, then notwithstanding any intermediate acts or negotiations any Party shall be entitled to refer the dispute, and to the extent that it is necessary or reasonable in all of the circumstances any related question or dispute, to be resolved pursuant to the Dispute Resolution Procedure.

## SCHEDULE “C”

### FIRE CHIEFS COMMITTEE – PLANNING, OPERATION AND MANAGEMENT OF EMERGENCY SERVICES

#### 1. Fire Chiefs Committee

The Fire Chiefs Committee consists of Six (6) individuals made up of:

- (a) the Fire Chiefs for each of the Towns;
- (b) the Fire Chief for the Granum Fire Department; and
- (c) the Emergency Services Manager for the Municipal District of Willow Creek;

for the purposes of ongoing planning, operation and management of the Emergency Services. Subject always to the designation of alternate members of the Fire Chiefs Committee by the respective Parties under Section 7 of this Schedule, the deputy chief or other designate of each of the Fire Chiefs may, at the request of the respective Fire Chief, act in that person’s stead for the purposes of the activities and operations under this Schedule where the corresponding Fire Chief is unavailable.

#### 2. The Emergency Services Coordinator

The Parties appoint a coordinator for Emergency Services (the “**Emergency Services Coordinator**”) for the limited purposes of coordination and facilitation of:

- (a) the meetings of the Emergency Services Committee on behalf of the Parties;
- (b) the meetings of the Fire Chiefs Committee on behalf of the Parties;
- (c) the budgets of the Parties to the extent affecting the intermunicipal delivery of the Emergency Services;
- (d) the Emergency Services Programs & Training; and
- (e) the planning, development, budgeting, implementing and operation of such other programs or services proposed by the Fire Chiefs from time to time to form part of the Emergency Services and/or Emergency Services Programs & Training, and which are approved by the Emergency Services Committee and contemplated within all budgets affecting the Emergency Services Departments and the Emergency Services.

#### 3. Appointment and Replacement of the Emergency Services Coordinator

As of the date of this Agreement, the Emergency Services Coordinator will be the Emergency Services Manager for the Municipal District of Willow Creek. The deputy chief or other designate of the Emergency Services Coordinator may, at the request of the Emergency Services Coordinator, act in that person’s stead for the purposes of the activities and operations of the Emergency Services Coordinator under this Schedule. The Emergency Services Coordinator may be replaced at any time upon unanimous agreement of the Emergency Services Committee, or the agreement of the Parties.

#### 4. Planning, Implementation and Operation of Emergency Services.

The Fire Chiefs Committee is authorized and directed by the Parties to carry out the ongoing planning, operation and management of the Emergency Services, and specifically are authorized and directed to:

- (a) create, review and propose budgets for the Emergency Services Departments (in each case, such budgets are subject to the approval of the corresponding Party controlling each Emergency Services Department) that are in alignment with the Budget Parameters and sufficient to meet the requirements respecting the Service Levels/Standards in Section 4.1 of this Agreement;
- (b) create, review and amend the SOG’s respecting the delivery of the Emergency Services;

- (c) coordinate:
  - (i) the review and amendment of the inventory of Emergency Services Equipment of the Parties attached as **Schedule “I”** to this;
  - (ii) the maintenance of Emergency Services Equipment of the Parties; and
  - (iii) the maintenance of records of tangible capital assets for the Emergency Services Equipment of the Parties;
- (d) maintain training records for all Emergency Services personnel of the Parties under FirePro or similar/equivalent software solutions;
- (e) review and make recommendations from time to time regarding:
  - (i) the coordination of the availability and location of equipment, personnel, training and other resources required for current and future needs of Emergency Services;
  - (ii) equipment replacement, billing requirements, recruitment policy and standard operating procedures, and any other matter that may affect the delivery of Emergency Services or the operation of the Emergency Services Departments;
  - (iii) changes to the description of Emergency Services, and the Service Levels/Standards;
  - (iv) changes to the Budget Parameters;
  - (v) the nature and extent of Emergency Services Programs & Training required in order to meet the Service Levels/Standards;
  - (vi) the designated response areas within Willow Creek, and corresponding amendments or updating to the Response Map, respecting the intermunicipal delivery of the Emergency Services by the Parties;
- (f) create, implement, manage and operate each of the programs and services comprising the Emergency Services within the limits of the applicable Emergency Services Department budgets;
- (g) review and make recommendations from time to time to the Emergency Services Committee regarding rates for Mutual Aid Services, and billing practices, with a view towards harmonizing rates and implementing consistent practices;
- (h) coordinate the operations and/or responses by the respective Emergency Services Departments including, without restriction, the delivery of Emergency Services intermunicipally as contemplated within **Schedule “B”**;
- (i) conduct and coordinate incident reviews respecting the Emergency Services, and prepare recommendations for improvements to the Emergency Services Departments, the Emergency Services, and the Emergency Services Programs & Training;
- (j) explore options for the further development and enhancement of the Emergency Services, the development and enhancement of programs for Emergency Services Programs & Training, and the development policies, processes or other agreements, as may be determined to be necessary or prudent for the purposes of carrying out the spirit and intent of this Agreement; and
- (k) making recommendations to the Emergency Services Committee respecting changes to this Agreement;

in each case, as contemplated within this Agreement, in addition to making recommendations and reporting to the Emergency Services Committee in respect of the foregoing.

#### **5. Limitations of Fire Chiefs Committee.**

The ongoing planning, operation and management of the Emergency Services by the Fire Chiefs Committee is limited by the following:

- (a) the requirement to achieve and maintain the Service Levels/Standards (or, if currently unable to meet the Service Levels/Standards, strive to meet the Service Levels/Standards within a reasonable period of time) as contemplated within Section 4.1 of this Agreement;
- (b) the requirements or limitations of the Budget Parameters;
- (c) the limitations of the budget for each Emergency Services Department; and
- (d) any further or other direction received from the Emergency Services Committee and/or the ICF Committee, in relation to the Emergency Services.

#### **6. Fire Chiefs Committee and Chair of the Fire Chiefs Committee**

Unless otherwise unanimously agreed to by the Parties, the Chair of the Fire Chiefs Committee will be the Emergency Services Coordinator.

#### **7. Representatives**

Notwithstanding the use of deputy chiefs or other designates by the Fire Chiefs as contemplated within Section 1 of this Schedule, each Party may appoint alternate representatives to act on the Fire Chiefs Committee in substitution for corresponding Party's appointed representative(s) in the event that the corresponding Party's appointed representative(s) on the Fire Chiefs Committee is/are not available. Each of the Parties may also at any time and from time to time by written notice replace its appointed representative(s) on the Fire Chiefs Committee, or any alternate(s), and any representative and/or alternate so replaced shall cease to be a Fire Chiefs Committee member or alternate upon the giving of such notice. Copies of written notices shall be given to the other Parties, the individual(s) so appointed as a new Fire Chiefs Committee member(s) and/or alternate(s), and the Fire Chiefs Committee member(s) and/or alternate(s) who has/have been replaced.

#### **8. Vacancies**

A vacancy in the Fire Chiefs Committee shall be filled by the Party who appointed the former representative whose loss created the vacancy. If there is a vacancy in the Fire Chiefs Committee, the remaining representatives may continue to exercise the powers of the Fire Chiefs Committee in accordance with the terms of this Agreement.

#### **9. Quorum**

Quorum for meetings of the Fire Chiefs Committee will be satisfied where all members of the Fire Chiefs Committee (including the authorized designates pursuant to Section 1 of this Schedule, and any alternates appointed pursuant to Section 7 of this Schedule, in place of any of the Fire Chiefs who are not available) are present.

#### **10. Decision Making**

The Fire Chiefs Committee will make decisions and provide recommendations to the Emergency Services Committee by way of consensus, and evidence of a majority approval by a minimum four out six members of Fire Chiefs Committee as and when circumstance may require.

#### **11. Referral to Dispute Resolution**

If at any meeting of the Fire Chiefs Committee, any matter is considered and the matter is neither approved nor adjourned for further consideration, in either case by all of the members of the Fire Chiefs, then notwithstanding any intermediate acts or negotiations, any Party shall be entitled to refer the dispute, and to the extent that it is necessary

or reasonable in all of the circumstances, any related question or dispute, to be reviewed and resolved by the Emergency Services Committee.

#### **12. Fire Chiefs Committee Meetings**

The Fire Chiefs Committee shall meet at least **Four (4) times a year**, or more as the Fire Chiefs Committee determines.

#### **13. Notice of Meetings**

Notice of the time and place of every meeting shall be given by the Chair with **not less than Thirty (30) days notice**.

#### **14. Calling Meetings**

Subject always to the requirements of the delivery of notice as contemplated above, the Chair shall call meetings of the Fire Chiefs Committee:

- (a) as and when directed by the Fire Chiefs Committee, in the form of meeting schedule approved by the Fire Chiefs Committee or otherwise as directed from time to time; and
- (b) upon receipt of a request in writing received from a Fire Chief (together with detail respecting the reasons for the requested meeting as the Chair may reasonably require), and following consultation with:
  - (i) the requesting Fire Chief as to urgency of the requested meeting and the potential sufficiency of the next scheduled meeting of the Fire Chiefs Committee; and
  - (ii) the Chair regarding the availability of facilities for the requested meeting.

It is understood and agreed that, save and except for Fire Chiefs Committee meetings which are scheduled in advance by the Fire Chiefs Committee, the Chair and Willow Creek's Chief Administrative Officer will only be responsible for using their reasonable best efforts to arrange for and call a meeting upon the request of the Fire Chiefs Committee or upon the request of a Fire Chief. Notwithstanding the foregoing, nothing shall prevent the Parties and/or members of the Fire Chiefs Committee from having informal meetings and/or discussion at any time on an as needed basis in between formal meetings of the Fire Chiefs Committee, in order to address any matter contemplated within this Agreement including, without restriction, the subject matter(s) of any notice from a Fire Chief requesting a meeting of the Fire Chiefs Committee.

#### **15. Attendance at Meetings**

The Fire Chiefs Committee, but not an individual Fire Chiefs Committee member, may decide to invite the general public, special interest group(s), or other private or public bodies and agencies to attend any meeting of the Fire Chiefs Committee and/or make submissions to the Fire Chiefs Committee with respect to any matter or question being considered by it. For clarity, any authorized alternates or designates of any of the Fire Chiefs as contemplated within this Schedule may also attend meetings of the Fire Chiefs Committee, at the invitation of their respective Fire Chief.

#### **16. Location, Host Party and Costs of Meetings**

Unless otherwise agreed to by the Parties or directed by the Fire Chiefs Committee:

- (a) the location of meetings of the Fire Chiefs Committee shall the offices of the Municipal District of Willow Creek, or such alternative location as the Chair may designate within the notice of the meeting;
- (b) the Municipal District of Willow Creek will be the host of meetings of the Fire Chiefs Committee, responsible for arranging the venue and other facilities required in order to carry out the meeting;
- (c) the Emergency Services Manager will coordinate the meeting dates, creation and circulation of materials, and facility requirements with the Chair of the Fire Chiefs Committee; and

- (d) the costs of hosting a meeting of the Fire Chiefs committee will be the responsibility of the Municipal District of Willow Creek.

**17. Records**

The Fire Chiefs Committee shall arrange for proper written records, and minute taking of all meetings and decisions of the Fire Chiefs Committee to be kept and maintained and copies of same shall be sent to each member and the Parties within **Fifteen (15) business days** following each meeting of the Fire Chiefs Committee. Each Fire Chiefs Committee member shall be entitled to reasonable access to all files and records of the Fire Chiefs Committee at all reasonable times and shall be given the opportunity to make copies thereof from time to time.

All records of the Fire Chiefs Committee will be retained at the offices of Willow Creek.

**18. Limitation of Liability**

No Fire Chiefs Committee member shall be liable for the acts, neglect or default of such Fire Chiefs Committee member, any other Fire Chiefs Committee member, and/or the Fire Chiefs Committee as a whole, provided that such Fire Chiefs Committee member has acted, in good faith in the performance or intended performance of any duty or in the exercise or intended exercise of any power or authority granted to such Fire Chiefs Committee member and the Fire Chiefs Committee as a whole hereunder.

**19. Remuneration of Committee Representatives**

Each Party will reimburse its appointed members in accordance with its own practices and policies.

## SCHEDULE “D”

### EMERGENCY SERVICES COMMITTEE – REVIEW OF OPERATION AND MANAGEMENT OF EMERGENCY SERVICES

#### **1. Emergency Services Committee**

The Emergency Services Committee consists of:

- (a) the Chief Administrative Officers and the Fire Chiefs of each of the Towns; and
- (b) in the case of Willow Creek, the Chief Administrative Officer, together with the Fire Chief for the Granum Fire Department and the Willow Creek Emergency Services Manager;

for the purposes of reviewing the operation and management of the Emergency Services. Subject always to the designation of alternate members of the Emergency Services Committee by the respective Parties under Section 4 of this Schedule, the deputy chief or other designate of each of the Fire Chiefs as well as a designate of each of the Chief Administrative Officers may, at the request of the respective Fire Chief or Chief Administrative Officer, act in that person’s stead for the purposes of the activities and operations under this Schedule where the corresponding Fire Chief or Chief Administrative Officer is unavailable.

#### **2. Review of Emergency Services.**

The Emergency Services Committee is authorized and directed by the Parties to meet on a bi-annual basis for the purposes of carrying out the periodic review of the ongoing planning, operation and management of the Emergency Services, and specifically for the purposes of:

- (a) receiving and reviewing the report(s) and recommendation(s) of the Fire Chiefs Committee;
- (b) ensuring that the Fire Chiefs Committee is operating in a functional, productive and collaborative manner, and carrying out its responsibilities as contemplated within this Agreement;
- (c) receiving, reviewing and attempting to resolve any dispute arising within the Fire Chiefs Committee;
- (d) receiving and reviewing capital and/or operational requirements from the Fire Chiefs Committee, and resulting budget requirements for Emergency Services;
- (e) receiving, reviewing and coordinating budgets of the Parties to the extent affecting the intermunicipal delivery of the Emergency Services;
- (f) contemplating any changes to:
  - (i) amend or expand the description of Emergency Services;
  - (ii) amend or expand the description of the Service Levels/Standards;
  - (iii) amend or expand the description of Emergency Services Programs & Training;
  - (iv) amend or expand the Budget Parameters;
  - (v) the rates and billing practices for Mutual Aid Services; and
  - (vi) the manner in which costs for Emergency Services are billed by the Parties to the owners or parties causing the emergency, and how such costs are collected and accounted for;

as well as any other matter, issue or thing impacting the Parties, the Emergency Services Departments, and the Emergency Services;



- (g) ensuring that budgets for the respective Emergency Services Departments and the Emergency Services are in alignment with the Budget Parameters, and are adequate to provide for the Service Levels/Standards in the manner contemplated within Section 4.1 of this Agreement;
- (h) ensuring that operations of the respective Emergency Services Departments and the Emergency Services are within the respective operating budgets; and
- (i) making recommendations to the Parties respecting:
  - (i) giving specific direction to the Fire Chiefs Committee not otherwise contemplated within this Agreement;
  - (ii) budgets for the respective Emergency Services Departments and the Emergency Services; and
  - (iii) changes to this Agreement.

### **3. Emergency Services Committee and Chair of the Emergency Services Committee**

Unless otherwise unanimously agreed to by the Parties:

- (a) the Chair of the Emergency Services Committee shall rotate on an annual basis between each of the Parties;
- (b) the Chair for the first year will be the Chief Administrative Officer of the Town of Claresholm; and
- (c) thereafter the Chair shall rotate through the representatives of the Parties in an order agreed upon by the Emergency Services Committee.

### **4. Representatives**

Notwithstanding the use of deputy chiefs or other designates by the Fire Chiefs or the Chief Administrative Officers as contemplated within Section 1 of this Schedule, each Party may appoint alternate representatives to act on the Emergency Services Committee in substitution for the corresponding Party's appointed representative(s) in the event that the corresponding Party's appointed representative(s) on the Emergency Services Committee is/are not available. Each of the Parties may also at any time and from time to time by written notice replace its appointed representative(s) on the Emergency Services Committee, or any alternate(s), and any representative or alternate(s) so replaced shall cease to be an Emergency Services Committee member or alternate upon the giving of such notice. Copies of written notices shall be given to the other Parties, the individual(s) so appointed as a new Emergency Services Committee member(s) and/or alternate(s), and the Emergency Services Committee member(s) and/or alternate(s) who has/have been replaced.

### **5. Vacancies**

A vacancy in the Emergency Services Committee shall be filled by the Party who appointed the former representative whose loss created the vacancy. If there is a vacancy in the Emergency Services Committee, the remaining representatives may continue to exercise the powers of the Emergency Services Committee in accordance with the terms of this Agreement.

### **6. Quorum of Emergency Services Committee**

Quorum of the Emergency Services Committee shall be satisfied where Seven (7) members of the Emergency Services Committee (including the authorized designates pursuant to Section 1 of this Schedule, and any alternates appointed pursuant to Section 4 of this Schedule, in place of any of the Fire Chiefs or Chief Administrative Officers who are not available) are present, and provided always that:

- (a) each of the Parties is represented; and
- (b) a minimum of Three (3) Chief Administrative Officers (or designates or alternates) are present.

## **7. Decision Making**

The Emergency Services Committee will make decisions and provide direction to the Fire Chiefs Committee by way of consensus, and evidence of a majority approval by all members of the Committee present at the Emergency Services Committee Meeting as and when circumstance may require.

## **8. Referral to Dispute Resolution**

If at any meeting of the Emergency Services Committee, any matter is considered and the matter is neither approved nor adjourned for further consideration, in either case by all of the members of the Emergency Services Committee, then notwithstanding any intermediate acts or negotiations, any Party shall be entitled to refer the dispute, and to the extent that it is necessary or reasonable in all of the circumstances any related question or dispute, to be resolved pursuant to the Dispute Resolution Procedure.

## **9. Emergency Services Committee Meetings**

The Emergency Services Committee shall meet at least **Two (2) times a year**, or more as the Emergency Services Committee determines.

## **10. Notice of Meetings**

Notice of the time and place of every meeting shall be given by the Chair with **not less than Thirty (30) days notice**.

## **11. Calling Meetings**

Subject always to the requirements of the delivery of notice as contemplated above, the Chair shall call meetings of the Emergency Services Committee:

- (a) as and when directed by the Emergency Services Committee, in the form of meeting schedule approved by the Emergency Services Committee or otherwise as directed from time to time; and
- (b) upon receipt of a request in writing received from a Chief Administrative Officer for any of the Parties (together with detail respecting the reasons for the requested meeting as the Chair may reasonably require), and following consultation with:
  - (i) the requesting Chief Administrative Officer as to urgency of the requested meeting and the potential sufficiency of the next scheduled meeting of the Emergency Services Committee; and
  - (ii) the next host Party's Chief Administrative Officer regarding the availability of facilities for the requested meeting.

It is understood and agreed that, save and except for Emergency Services Committee meetings which are scheduled in advance by the Emergency Services Committee, the Chair and next host Party's Chief Administrative Officer will only be responsible for using their reasonable best efforts to arrange for and call a meeting upon the request of the Emergency Services Committee or upon the request of a Chief Administrative Officer. Notwithstanding the foregoing, nothing shall prevent the Parties and/or members of the Emergency Services Committee from having informal meetings and/or discussion at any time on an as needed basis in between formal meetings of the Emergency Services Committee, in order to address any matter contemplated within this Agreement including, without restriction, the subject matter(s) of any notice from a Chief Administrative Officer requesting a meeting of the Emergency Services Committee.

## **12. Attendance at Meetings**

The Emergency Services Committee, but not an individual Emergency Services Committee member, may decide to invite the general public, special interest group(s), or other private or public bodies and agencies to attend any meeting of the Emergency Services Committee and/or make submissions to the Emergency Services Committee with respect to any matter or question being considered by it.

## **13. Location, Host Party and Costs of Meetings**

Unless otherwise unanimously agreed to by the Parties:

- (a) the location of meetings of the Emergency Services Committee shall rotate on a meeting by meeting basis between each of the Parties in an order established by the Emergency Services Committee;
- (b) the municipality within which the meeting of the Emergency Services Committee occurs will be the host Party, responsible for arranging the venue and other facilities required in order to carry out the meeting;
- (c) the Chief Administrative Officer of the host Party will coordinate the meeting dates, creation and circulation of materials, and facility requirements with the Chair of the Emergency Services Committee;
- (d) the costs of hosting a meeting of the Emergency Services committee will be the responsibility of each host Party; and
- (e) the location and host Party for the first meeting of the Emergency Services Committee will be the Town of Claresholm.

#### **14. Records**

The Emergency Services Committee shall arrange for proper written records, and minute taking of all meetings and decisions of the Emergency Services Committee to be kept and maintained and copies of same shall be sent to each member and the Parties within **Fifteen (15) business days** following each meeting of the Emergency Services Committee. Each Emergency Services Committee member shall be entitled to reasonable access to all files and records of the Emergency Services Committee at all reasonable times and shall be given the opportunity to make copies thereof from time to time.

All records of the Emergency Services Committee will be retained at the offices of the Emergency Services Coordinator.

#### **15. Limitation of Liability**

No Emergency Services Committee member shall be liable for the acts, neglect or default of such Emergency Services Committee member, any other Emergency Services Committee member, and/or the Emergency Services Committee as a whole, provided that such Emergency Services Committee member has acted, in good faith in the performance or intended performance of any duty or in the exercise or intended exercise of any power or authority granted to such Emergency Services Committee member and the Emergency Services Committee as a whole hereunder.

#### **16. Remuneration of Committee Representatives**

Each Party shall reimburse its appointed members in accordance with its own practices and policies.

## SCHEDULE “E”

### EMERGENCY SERVICES BUDGET PARAMETERS & PROCESS

Each of the Parties will budget for the provision of Emergency Services in the following manner:

1. **Emergency Services Personnel** – for cost and budgeting certainty, unless otherwise approved by the Parties, the Parties will limit their budgeting and hiring to the following personnel:

MUNICIPALITY	EMERGENCY SERVICES PERSONNEL
Fort Macleod	Up to 25 (including Chief)
Claresholm	Up to 26 (including Chief)
Nanton	Up to 25 (including Chief)
Stavely	Up to 20 (including Chief)

2. **Pay Structure** – effective January 2020, pay structure for Emergency Services personnel is as follows:

MUNICIPALITY	PAY
<b>Fort Macleod</b>	
<ul style="list-style-type: none"> <li>• Fire Chief</li> <li>• Deputy Chief</li> <li>• Captain</li> <li>• Lieutenant</li> <li>• Firefighter</li> </ul>	\$25.95/hour \$24.24/hour \$22.74/hour \$22.74/hour \$21.46/hour
<b>Claresholm</b>	
<ul style="list-style-type: none"> <li>• Fire Chief</li> <li>• Deputy Chief</li> <li>• Captain</li> <li>• Lieutenant</li> <li>• Firefighter</li> </ul>	N/A (full time position) \$20.58/hour \$19.42/hour \$18.29/hour \$17.15/hour
<b>Nanton</b>	
<ul style="list-style-type: none"> <li>• Fire Chief</li> <li>• Deputy Chief</li> <li>• Captain</li> <li>• Lieutenant</li> <li>• Firefighter</li> </ul>	\$24.00/hour \$23.00/hour \$22.00/hour \$22.00/hour \$20.00/hour
<b>Stavely</b>	
<ul style="list-style-type: none"> <li>• Fire Chief</li> <li>• Deputy Chief</li> <li>• Captain</li> <li>• Lieutenant</li> <li>• Firefighter</li> </ul>	\$24.00/hour \$23.00/hour \$22.00/hour N/A \$20.00/hour
<b>Willow Creek Rates*</b>	
<ul style="list-style-type: none"> <li>• Fire Chief</li> <li>• Department Chief</li> <li>• Captain</li> <li>• Lieutenant</li> <li>• Firefighter</li> </ul>	\$24.00/hour \$23.00/hour \$22.00/hour \$22.00/hour \$20.00/hour
* Paid for Willow Creek Emergency Services Personnel, as well as for Town personnel responding to Emergencies within Willow Creek. A minimum 1 hour call out to be paid to firefighters who respond to hall for calls that are stood down as documented in sign sheets and on Fire Pro.	

In this regard:

- (a) **Municipal Discretion** – the pay structure within each Emergency Services Department remains the sole decision of the respective Party budgeting for that Emergency Services Department;
  - (b) **Parity/Harmonization** – the Parties acknowledge the intention over time to seek to implement parity and harmonization in pay structure, which will be reviewed and considered by the Fire Chiefs Committee and the Emergency Services Committee as part of the ongoing and annual budgeting processes for the Emergency Services Departments and subject to agreement of the Parties; and
  - (c) **Notice of Change** – because Willow Creek pays the costs of Emergency Services personnel of the Towns when responding to an Emergency within Willow Creek, and pays a proportionate share of each Town’s Emergency Services Department budget, each party will provide advance notice to the Fire Chiefs Committee and the Emergency Services Committee of proposed changes to their respective pay structures for Emergency Services personnel;
- 3. **Willow Creek Contribution to Emergency Services Departments** – without restricting the forgoing, Willow Creek will budget for its share of portions of each of the Town’s Emergency Services budgets as set out in **Schedule “F”**;
- 4. **Emergency Services Equipment** – without restricting the forgoing:
  - (a) Willow Creek will budget for the maintenance, operation, use and replacement of Willow Creek owned Emergency Services Equipment as set out within the inventory of Emergency Services Equipment attached as **Schedule “I”**, as amended and replaced from time to time (including long range planning and budgeting for capital repair and replacements, on a **Five (5) year** budget and planning horizon), as set out in **Schedule “F”**;
  - (b) each Town will budget for the maintenance, operation, use and replacement of each Town’s owned Emergency Services Equipment as set out within the inventory of Emergency Services Equipment attached as **Schedule “I”**, as amended and replaced from time to time (including long range planning and budgeting for capital repair and replacements, on a **Five (5) year** budget and planning horizon), as set out in **Schedule “F”**;in accordance with each respective Party’s own purchasing policies, save and except for where otherwise agreed to under this Agreement;
- 5. **Service Levels** – without restricting the forgoing, as contemplated within Section 4.1 of this Agreement, the Parties will budget for its respective Emergency Services Department in such a manner so as to fund:
  - (a) **Emergency Services Training Costs** – each Party’s proportionate share, as set out in **Schedule “F”**, of costs of training programs contemplated within the Emergency Services Programs & Training in **Schedule “B”**;
  - (b) **Emergency Services Program Costs** – the programs related to Emergency Services agreed upon as contemplated within the Emergency Services Programs & Training in **Schedule “B”**; and
  - (c) **Service Levels/Standards** – provide for the equipment and resources needed to achieve and maintain the Service Levels/Standards (or, if currently unable to meet the Service Levels/Standards, strive to meet the Service Levels/Standards within a reasonable period of time);
- 6. **Emergency Services Department Budget Input** – in order to assist each other with the preparation of Emergency Services Department budget under this Agreement, the Towns will each prepare and provide annual operating budget for each respective Emergency Services Department including, without restriction, providing for the following:
  - (a) consumables;

- (b) personal protective equipment;
- (c) training and instruction;
- (d) capital acquisitions and replacements; and
- (e) salaries and wages;

providing for a **One (1) year** (current year) budget and a **Three (3) year** operating and financial plan on a rolling horizon basis, and a **Five (5) year** capital plan on a rolling horizon basis. The Parties will provide the estimated operating budget to the Fire Chiefs Committee and the Emergency Services Committee by January 31, of each year; and

7. **Capital vs Operating Expense** – for clarity, unless otherwise agreed to by the Parties (pursuant to a common tangible capital asset policy, or otherwise, forming additional or amended Budget Parameters):

- (a) reference to:
  - (i) “capital” within this Schedule and this Agreement, in the context of cost, acquisitions, budget or otherwise, shall mean “tangible capital assets”;
  - (ii) expenditures on repairs to or maintenance of tangible capital assets (including Emergency Services Equipment, and fire halls), shall be accounted for as operating expenses, unless the repair, maintenance and/or corresponding expenditure constitutes a “betterment”;

in each case as those terms or concepts are defined, clarified or contemplated within the handbook of the Public Sector Accounting Board;

- (b) notwithstanding subsection (a) above, capital asset expenditures shall be in accordance with each municipalities Tangible Capital Asset policies; and
- (c) notwithstanding subsection (b) above, capital asset expenditures by Towns for Emergency Services Equipment not required for responding to Emergencies within Willow Creek will not form part of operating expense or budget shared by Willow Creek.

8. **Budget Approvals** – the budget for each Emergency Services Department will at all times remain subject to the approval of the corresponding municipal council, in its sole discretion. For clarity, the Willow Creek commitment to pay the proportionate share of each Town’s Emergency Services Department budget contained within **Schedule “F”** is limited to budgets that comply with the Budget Parameters provided above and as amended from time to time by the Parties, unless otherwise agreed to by Willow Creek;

9. **Books of Account, Information** – each Party will at all times maintain at its respective offices, reasonable books of account and records with respect to the Emergency Services costs and budgeting. Each Party may at reasonable times, upon reasonable notice, and at reasonable intervals, request and obtain information with respect to the Emergency Services and review the books and records maintained by the Parties pursuant to this Agreement and relating to the Emergency Services; and

10. **Referral to Dispute Resolution** – if the Parties at any time cannot agree upon any matter respecting budgets for Emergency Services that contemplates agreement of the Parties, then notwithstanding any intermediate acts or negotiations any Party shall be entitled to refer the dispute, and to the extent that it is necessary or reasonable in all of the circumstances any related question or dispute, to be resolved pursuant to the Dispute Resolution Procedure.

## SCHEDULE “F”

### EMERGENCY SERVICES COST SHARE & PAYMENT

#### 1. Specific Emergency Services Department Costs

Subject to the budgeting of the Emergency Services Departments in accordance with the Budget Parameters, Willow Creek will be responsible for the following shares of costs with these cost shares and payments to be reviewed at a minimum 5 year intervals:

EMERGENCY SERVICES COSTS	COST SHARE	MAXIMUM
<b>Claresholm Fire Hall Costs</b>	50% of annual operating costs (excluding capital costs and capital budget, in accordance with the Budget Parameters) incurred by the respective Town in operating, maintaining, insuring the Town fire hall buildings, in accordance with the Budget Parameters.	To a maximum of \$9,000.00, annually.
<b>Fort Macleod Fire Hall Costs</b>	50% of annual operating costs (excluding capital costs and capital budget, in accordance with the Budget Parameters) incurred by the respective Town in operating, maintaining, insuring the Town fire hall buildings, in accordance with the Budget Parameters.	To a maximum of \$9,000.00, annually
<b>Nanton Fire Hall Costs</b>	50% of annual operating costs (excluding capital costs and capital budget, in accordance with the Budget Parameters) incurred by the respective Town in operating, maintaining, insuring the Town fire hall buildings, in accordance with the Budget Parameters.	To a maximum of \$9,000.00, annually
<b>Stavelly Fire Hall Costs</b>	Willow Creek 2/3, and Stavelly 1/3 of: <ul style="list-style-type: none"> <li>annual operating costs (excluding capital costs and capital budget, in accordance with the Budget Parameters) incurred by the respective Town in operating, maintaining, insuring the Town fire hall buildings, in accordance with the Budget Parameters.</li> <li>capital costs and capital budget, proportionate to Willow Creek ownership interest in the fire hall.</li> </ul>	
<b>Fill Station</b>	50% of repairs, maintenance and replacements.	
<b>Personal Protective Equipment (“PPE”)</b>	50% of repairs, maintenance and replacement of PPE consisting of bunker gear, boots, gloves and masks (for clarity, excludes Breathing Apparatus). 100% of repairs, maintenance and replacement of Wildland coveralls and gloves.	
<b>Breathing Apparatus (“BA”)</b>	50% of repairs, maintenance and replacement masks forming part of BA, and excluding	

	remainder of BA (harness, bottles, etc.) which form part of each Party's inventory of Emergency Services Equipment and corresponding responsibility.	
<b>Radios and Pagers</b>	50% of Radios and Pagers replacement and maintenance, excepting radios mounted in apparatus which are 100% to the municipality owning the apparatus.	
<b>Fit-Testing</b>	50% of Fit-Testing for each Town's Emergency Services personnel	
Command Trucks	Ownership dictates replacement costs at 100%. Operating and maintenance costs (not including depreciation) at 50/50. For Fort Macleod truck MD ownership continues until 2024.	
Tools and Sundry Equipment inventory on Trucks	All tools and sundry equipment form part of each party's inventory for each apparatus and indicate ownership and responsibility for maintenance and replacement.	

in each case on a cost recovery basis only (i.e. unless otherwise agreed to, third party costs, and actual reasonable internal costs only, with no overhead, mark-up or margin). Unless otherwise arranged or agreed to, payment of the shares of the above-noted costs to the respective Party (i.e. to the Towns or, in the event of initial/direct purchase by Willow Creek, to Willow Creek), will occur upon invoicing by the respective Party or as otherwise coordinated by the Emergency Services Coordinator.

## 2. Emergency Services Personnel Training Costs

Subject to the budgeting of the Emergency Services Departments in accordance with the Budget Parameters, Parties will be responsible for the following shares of training costs:

Course	Town	Town	MD	MD	Comments
	50%	100%	50%	100%	
NFPA 1006 Rescue Courses	X		X		Awareness or ops in consultation and approval of MDWC for cost sharing
NFPA 1001 - Level 1 - 472 Awareness				X	\$1000 once completed + Exam Costs
NFPA 1001 - Level 2 - 472 Ops				X	
Station Training Nights	X		X		MDWC to compensate Up to 2 training nights per month – max 2 hours each night. Additional Training at each community's discretion and cost
Entry Level Training					At firefighters own cost
NFPA 1021 level 1 - Fire Officer Course				X	WC to pay for course instruction and materials
NFPA 1051 - Forestry Firefighting Course				X	WC to pay for course instruction and materials
S 100 G - Grassland firefighting course				X	Training nights



NFPA 1002 - Pump Course				X	WC to pay for course instruction and materials
Basic Safety Codes Officer	X		X		1 per station (beginning 2020)
NFPA 1031					Each Municipality pays own costs for all training and recertification
NFPA 1033					Each Municipality pays own costs for all training and recertification
NFPA 1041 Level 1	X		X		Two Officers per Station within Training budget
Urban and Wildland Search and Rescue				X	In house training within annual budget parameters
NFPA 1521 – Fire Department Health and Safety Officer	X		X		To a maximum of one per Station for cost share within training budget
ATV Course				X	Only for Stations with ATV's within existing training budget
PWC COURSE (JET SKI)				X	Only for Stations with PWC within existing training budget
PWC COURSE (BOAT )				X	Only for Stations with PWC within existing training budget
Car Seat Technician		X		X	Towns and MDWC to certify own technicians at own cost
Public Relations	X		X		AEMA PIO Course – 2 per Station max.
Incident Command System				X	Level 100 as part of Level 1 - 1001 , Level 200 within training budget. Additional levels at each municipality sole cost.
Critical Incident Stress Management (CISM)	X		X		2 Per Station within Training Budget
Farm Extrication				X	Within training budget
Di-hydrogen sulfide training	X		X		Within training budget as part of 1001 course in 472 ops requirement
'Q' Airbrake endorsement	X		X		Within training budget
First Aid – CPR (HCP)	X		X		MDWC will teach – 50%/50% cost share for supplies
Swift/still Water Rescue courses				X	100% WC Within training budget
EMR	X		X		Dues and Training Within training budget
PCP	X		X		Dues only (training at cost of member) Within training budget

ICE Rescue Course				X	Within training budget
Livestock Emergency Handling Course				X	Within training budget
Class 3 Drivers License				X	
Class 4 Drivers License	X		X		
Drivers License - Annual Medical	X		X		
Fire Conference					All combined training cost and certifications within annual training budget.
Individual S-Series courses				X	WC to train and to pay for course material
Traffic control course					Training nights

in each case on a cost recovery basis only (i.e. unless otherwise agreed to, third party costs, and actual reasonable internal costs only, with no overhead, mark-up or margin), unless such other proportion is mutually agreed upon by Willow Creek and each of the Towns. Unless otherwise agreed to, payment of Parties' shares of training costs will occur upon invoicing by the Emergency Services Coordinator.

For clarity, the Parties acknowledge and agree that Emergency Services Programs & Training contemplated above are required in order to meet the Service Levels/Standards, are mandatory for participation, and as a result the identified cost share is an annual obligation of each of the Parties.

### 3. Participation in Other or Future Emergency Services Programs & Training

Subject always to the share of training costs contemplated above, the Parties acknowledge and agree that:

- (a) participation in all or any of the future Emergency Services Programs & Training which are required in order to meet the Service Levels/Standards is mandatory;
- (b) participation in all or any of the future Emergency Services Programs & Training which are not required in order to meet the Service Levels/Standards is voluntary, at the discretion of each of the Parties, and subject to agreement of the respective Party;
- (c) determination of participation in non-mandatory future Emergency Services Programs & Training will be made by each Party, following consultations of and receipt of recommendations from the Fire Chiefs Committee and the Emergency Services Committee regarding any other Emergency Services Programs & Training, or future Emergency Services Programs & Training;
- (d) each Parties' share of costs of participation in any other Emergency Services Programs & Training, or future Emergency Services Programs & Training, will be agreed upon by the Parties; and
- (e) inclusion of a budgeted amount within any Emergency Services Department budget regarding any other Emergency Services Programs & Training, or future Emergency Services Programs & Training, will constitute agreement as to the budgeted amount.

### 4. Town Emergency Services Equipment

Subject always to the specific cost shares provided within Section 1 of this Schedule, each Town will responsible for 100% of the costs associated with each Town's owned Emergency Services Equipment as set out within the inventory of Emergency Services Equipment attached as **Schedule "I"**, as amended and replaced from time to time, as follows:

- (a) **Repair and Maintenance** – the on-going maintenance, repair and operation of the Town's Emergency Services Equipment;

- (b) **Inspection and Certification** – the on-going inspection and certification of the Town’s Emergency Services Equipment;
- (c) **Insurance** – the property insurance for the Town’s Emergency Services Equipment;
- (d) **Consumables** – the provision of all fuel requirements, foam and other consumables for the vehicles and apparatus forming part of the Town’s Emergency Services Equipment; and
- (e) **Capital Repairs and Replacements** – the on-going planning and funding for capital repairs to and replacements of the Town’s Emergency Services Equipment.

Unless otherwise agreed to or arranged between Willow Creek and/or other Towns, the above-noted Town Emergency Services Equipment costs will be incurred and paid directly by each respective Town.

#### 5. Willow Creek Emergency Services Equipment

Subject always to the specific cost shares provided within Section 1 of this Schedule, Willow Creek will be responsible for 100% of the costs associated with the Willow Creek Emergency Services Equipment as follows:

- (a) **Repair and Maintenance** – the on-going maintenance, repair and operation of the Willow Creek Emergency Services Equipment (excluding damage caused by willful act or negligence of Town Emergency Services personnel while responding to an Emergency within the respective Town);
- (b) **Inspection and Certification** – the on-going inspection and certification of the Willow Creek Emergency Services Equipment;
- (c) **Insurance** – the property insurance for the Willow Creek Emergency Services Equipment;
- (d) **Consumables** – the provision of all fuel requirements, foam and other consumables for the vehicles and apparatus forming part of the Willow Creek Emergency Services Equipment; and
- (e) **Capital Repairs and Replacements** – the on-going planning and funding for capital repairs to and replacements of the Willow Creek Emergency Services Equipment.

Unless otherwise agreed to or arranged between Willow Creek and each respective Town, the above-noted Willow Creek Emergency Services Equipment costs will be incurred and paid directly by Willow Creek.

#### 6. Health Insurance Benefit

Willow Creek will be responsible for providing coverage for all active members of the Towns’ Emergency Services Departments and their families with Class C insurance as provided for by VFIS and pay for same. Unless otherwise agreed to or arranged between Willow Creek and each respective Town:

- (a) Willow Creek will endeavor to obtain the best coverage at the most economical rates, in consultation with the Emergency Services Committee;
- (b) the insurance costs will be established in recurring terms of 6 months each, based upon the number of personnel covered; and
- (c) 50% of the above-noted insurance costs will be invoiced to and paid by each Town to Willow Creek.

#### 7. Payroll and Workers’ Compensation

Where Willow Creek is providing collateral payroll services to a Town for Emergency Services personnel:

- (a) Willow Creek will be responsible for providing Workers Compensation Board (“WCB”) coverage for all Town Emergency Services personnel on the payroll;

- (b) Willow Creek will invoice the corresponding Town for the applicable portion of WCB coverage cost, together with payroll responsibilities of the Town; and
- (c) the Town will pay the above-noted WCB and payroll costs as invoiced.

#### **8. Personnel Rates for Emergency Services Delivered Intermunicipally**

Willow Creek will be responsible for 100% of the payroll cost of Town Emergency Services personnel when responding to Emergencies within the applicable portion(s) of Willow Creek identified within the Response Map, as contemplated within Section 1 of **Schedule “B”** attached to this Agreement. In this regard:

- (a) unless and until the Budget Parameters are amended by the Parties, the personnel rates payable by Willow Creek shall be those Willow Creek rates set out in Section 2 of **Schedule “E”** attached to this Agreement; and
- (b) Willow Creek will make payment of personnel costs as part of and concurrently with payroll services contemplated under Section 7 of this Schedule, or otherwise upon invoicing by the corresponding Town if Willow Creek is not providing the payroll services.

#### **9. Personnel and Equipment Rates for Mutual Aid Services**

Unless otherwise arranged or agreed to by the Parties with respect to rates and billing practices for Mutual Aid Services, each Party requesting Mutual Aid Services will be responsible for:

- (a) 100% of the payroll cost of the responding Party’s Emergency Services personnel at the rates set out in Section 2 of **Schedule “E”** attached to this Agreement; and
- (b) 100% of the equipment rates (if any, and if applicable) of the responding Party, with respect to that Party’s Emergency Services Equipment utilized in responding to the requested Mutual Aid Services;

as contemplated within Section 2 of **Schedule “B”** attached to this Agreement, which costs shall be payable upon invoicing by the responding Party.

#### **10. Billing and Cost Recovery**

The Parties acknowledge the intention over time to seek to design and implement a consistent approach to:

- (a) billing of costs of providing Emergency Services to the property owners and/or the persons responsible for causing the requirement for the Emergency Services;
- (b) recovery of those costs;
- (c) accounting for those recoveries within the corresponding Emergency Services Department budget; and
- (d) reconciling those recoveries with proportionate share of Emergency Services costs contemplated within this Schedule;

which will be reviewed and considered by the Fire Chiefs Committee and the Emergency Services Committee as part of the ongoing and annual operating and review processes for the Emergency Services Departments and subject to agreement of the Parties.

#### **11. Referral to Dispute Resolution**

If the Parties at any time cannot agree upon any matter respecting cost shares for Emergency Services that contemplates agreement of the Parties (including, without restriction, any disputed invoice amount, or costs of other or future Emergency Services Programs & Training), then notwithstanding any intermediate acts or negotiations any

Party shall be entitled to refer the dispute, and to the extent that it is necessary or reasonable in all of the circumstances any related question or dispute, to be resolved pursuant to the Dispute Resolution Procedure.

## SCHEDULE "G"

### INSURANCE, INDEMNITY & DEFAULT

#### **1. Insurance**

Throughout the Term of this Agreement:

- (a) the owner of each piece of Emergency Services Equipment and apparatus used in providing Emergency Services contemplated within this Agreement will maintain at its own cost:
  - (i) comprehensive general liability insurance in an amount not less than \$5,000,000.00 per occurrence, or such greater amount as the Parties may reasonably agree to from time to time; and
  - (ii) property insurance for the Emergency Services equipment and apparatus on a replacement costs basis, or such other basis as the Parties may reasonably agree to from time to time;
- (b) each Party will maintain at its own cost:
  - (i) comprehensive general liability insurance in an amount not less than \$5,000,000.00 per occurrence, or such greater amount as the Parties may reasonably agree from time to time, covering the use and operation of their respective Emergency Services Departments; and
  - (ii) worker's compensation coverage in respect of each and every employee engaged in the operation of the respective Party's Emergency Services Department, in accordance with all applicable statutes and regulations;

together with such other insurance as the Parties may consider necessary or prudent, or as may be required by the Emergency Services Committee from time to time. If the Parties at any time cannot agree upon any matter respecting insurance coverage that contemplates agreement of the Parties (including, without restriction, the basis for setting limits of insurance), then notwithstanding any intermediate acts or negotiations any Party shall be entitled to refer the dispute, and to the extent that it is necessary or reasonable in all of the circumstances any related question or dispute, to be resolved pursuant to the Dispute Resolution Procedure.

#### **2. Certificates**

Each Party acknowledges and agrees that it shall provide to the other Parties proof of insurance, upon being requested to do so in writing.

#### **3. Indemnity**

Each Party will indemnify and save harmless the other Parties and their councillors, officers, employees, agents, volunteers and invitees, to the extent permitted by law, of and from any and all liabilities, damage costs, expenses (including legal fees and disbursements) claims, suits and actions arising out of the following:

- (a) any breach, violation or non-performance of any term or condition in this agreement on the part of the indemnifying Party to be fulfilled, observed and performed;
- (b) death or injury to any person or damage or destruction of any property resulting from the negligence of the indemnifying Party, its councillors, officers, employees, agents, licensees, contractors or any other person for whom that Party is legally responsible;

- (c) any damage to or destruction of any of the Willow Creek Emergency Services Equipment resulting from the negligence of the indemnifying Party, its councillors, officers, employees, agents, licensees, contractors or any other person for whom that Party is legally responsible.

This indemnity shall survive the expiration or sooner termination of this Agreement.

#### 4. Limitation of Liability

Notwithstanding the foregoing, no Party shall be responsible for any of the foregoing damages or claims to the extent:

- (a) caused by or contributed to any default on the part of the indemnified Party under this Agreement, or the negligent acts or omissions of indemnified Party, its councillors, officers, employees, agents, licensees, contractors or any other person for whom that Party is legally responsible; or
- (b) comprising any indirect, consequential or punitive damages, including loss of profits or revenues or other similar damages.

#### 5. Default

A Party shall be deemed to be in default under this Agreement if any of the following events occur (each of the following events to be referred to in this Schedule as an “**Event of Default**”, the Party in default to be referred to as the “**Defaulting Party**” and the Party or Parties not in default to be referred to as the “**Non-defaulting Party**”):

- (a) a Party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a “**Payment Default**”);
- (b) a Party fails to perform any of its obligations under this Agreement (which, for greater certainty, shall not include obligations resulting in a Payment Default if not performed) (each such event being a “**Performance Default**”); or
- (c) a Party experiences any of the following events (an “**Insolvency Default**”):
  - (i) the Party institutes voluntary liquidation, dissolution or winding-up procedures;
  - (ii) the Party takes any voluntary proceedings under any bankruptcy or insolvency legislation to be adjudicated as bankrupt or for any other relief;
  - (iii) the Party makes a compromise with or an assignment for the benefit of creditors;
  - (iv) a receiver is appointed with regard to the Party or to any material part of the Party’s property;
  - (v) a court adjudges the Party to be bankrupt or makes an order requiring the liquidation, dissolution or winding up of the Party; or
  - (vi) if the corporate existence of the Party is otherwise terminated.

#### 6. Notices and Cure Periods

In the event that a Party claims that there has been a Payment Default or Performance Default committed by or affecting the other Party, the Party making the claim shall give to the Party alleged to be in default a notice (hereinafter referred to as the “**Notice of Default**”). In this regard:

- (a) the Notice of Default shall specify and provide particulars of the alleged Event of Default;

- (b) in the event the alleged Event of Default is capable of being remedied, the Party alleged to be in default shall:
  - (i) have no cure period in respect of an Insolvency Default,
  - (ii) have a cure period of ten (10) days after receipt of the Notice of Default with respect to a Payment Default,
  - (iii) subject to subparagraph (b)(iv) and (c) below, have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Performance Default, or
  - (iv) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Notice of Default, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default;
- (c) if before the expiry of the later of the cure period (if any) referred to in subparagraph (b) above, or the time to cure specified in the Notice of Default, the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.

## 7. Payment Default

In the case of a Payment Default (including a Payment Default that is a failure to pay upon the occurrence of an Insolvency Default), the Non-defaulting Parties shall have the following rights and remedies:

- (a) to charge the Defaulting Party interest at Alberta Treasury Branch's prime commercial lending rate plus 2% ("Interest") with respect to the unpaid amount until it is paid, calculated daily, regardless of whether the Non-defaulting Party has notified the Defaulting Party in advance of its intention to charge Interest with respect to the unpaid amount and/or;
- (b) to set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-defaulting Parties in accordance with this Agreement and/or;
- (c) to maintain an action or actions for the unpaid amount and Interest thereon on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counter-claim; and/or
- (d) to terminate this Agreement;

and any obligation to pay Interest under this paragraph shall apply until the Payment Default is rectified or remedied and shall not merge into a judgment for principal and interest, or either of them.

## 8. Performance Default

In the case of a Performance Default:

- (a) the Non-defaulting Parties shall have the right to suspend entitlement to the benefits under this Agreement, including the right to suspend any payment owing pursuant to this Agreement; or
- (b) the Non-defaulting Parties may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party; or
- (c) the Non-defaulting Parties shall have the right to terminate this Agreement.

## 9. Insolvency Default



In the case of an Insolvency Default, the Non-defaulting Parties shall have the right to:

- (a) suspend performance of its obligations under this Agreement; or
- (b) terminate this Agreement.

#### **10. Remedies Cumulative**

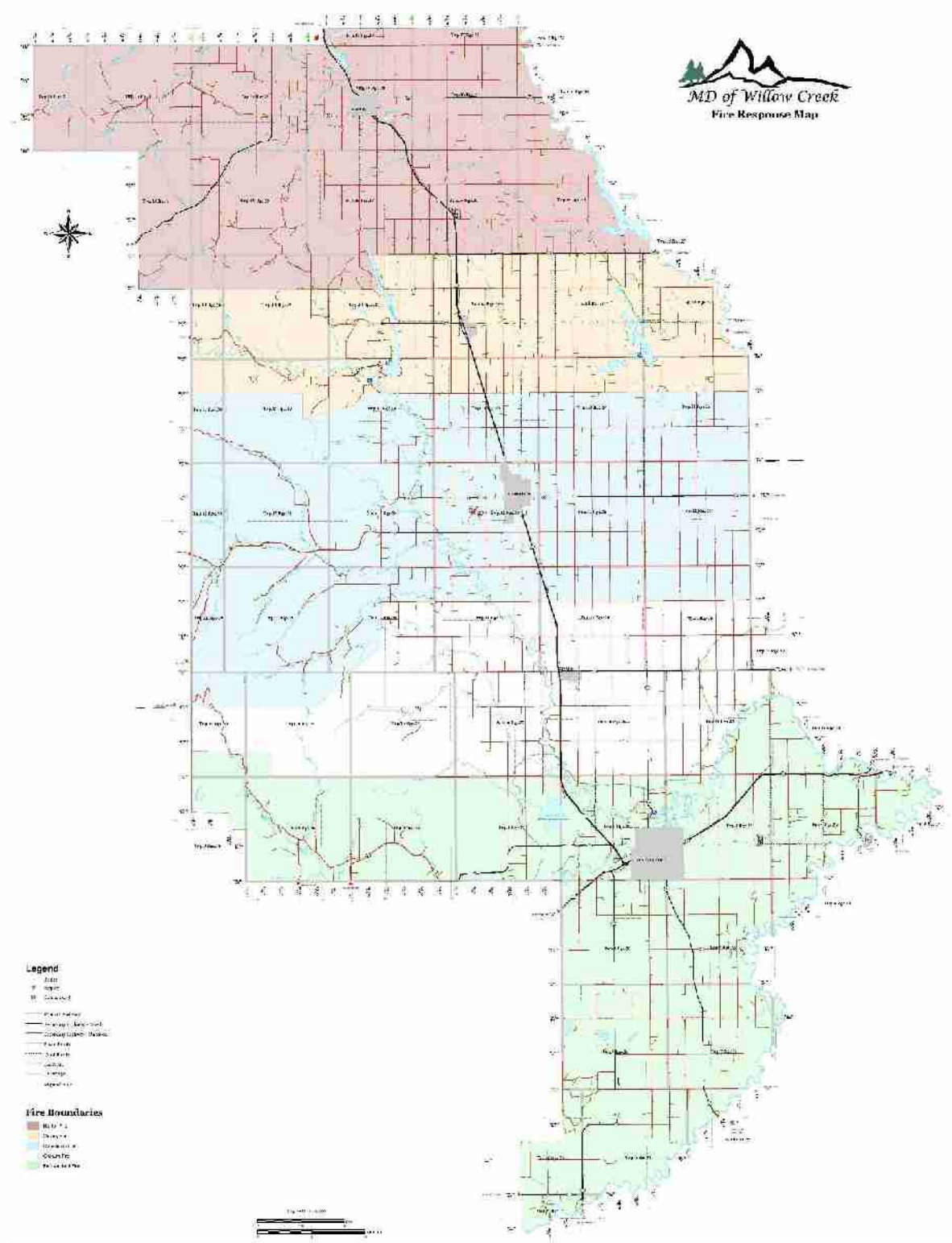
A Non-defaulting Parties may, at its or their discretion, exercise the remedies referenced within this Schedule in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement and provided that in the case of a Payment Default the concurrent or cumulative exercise of remedies shall not result in duplication or a recovery on the part of the Non-defaulting Parties based on an amount (excluding Interest) in excess of the Payment Default. No delay or omission by any Non-defaulting Parties in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

#### **11. Force Majeure**

Notwithstanding any of the foregoing, whenever and to the extent that any Party shall be unable to perform, or shall be delayed or restricted in the full performance of, any obligation within this Agreement (other than any financial or payment obligation under this Agreement) by reason of an event of force majeure, such Party shall, so long as any such impediment exists, be relieved from the performance of such obligation to the extent restricted or prevented by that event of force majeure, and the other Party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort caused by such delayed or restricted performance. Notwithstanding the foregoing, the relief provided shall in any event be limited to a maximum period of one hundred and eighty (180) days. In the event that any of the Parties are impacted by an event of force majeure the Parties agree to meet within ninety (90) days to determine remedies required.

The term “force majeure” shall mean acts of God, strikes, lockouts or other industrial disturbances of a general nature affecting an industry critical to the performance of Permitted Work, acts of the Queen’s enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the party claiming a suspension, which, by the exercise of due diligence, such party shall not have been able to avoid or overcome; provided however, the term “force majeure” does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event.

# **SCHEDULE "H"** **RESPONSE MAP**



SCHEDULE "I"

INVENTORY OF EMERGENCY SERVICES EQUIPMENT

**Claresholm Fire Department**

Item	Amount
<b>RANGER 13</b>	
Ratchet Straps	2
Ropes	2
Polaski Axe	2
Bungee Cords	5
Shovels	2
Tow Strap	1
Water	4
First Aid Kit	1
Stars Flares	6
Tie Downs	2
Back Board Pins	4
Snatch Block	1
Pliers	1
Crescent Wrench	1
Bolt Cutters	1
Tire Pump	1
Tire Repair Kit	1
Extra Drive Belt	1
Extra Hose	1
Toilet Paper	1
O2 Bottle	1
Speed Splints	4
Fire Extinguisher	1
Chain Saw Guard	1
Chairs	2
Priming Bucket	1
Long Hose	1
Short Hose	1
Foam	1
Fire Brooms	2
GPS	1
Medical Gloves (pairs)	10
Utility Knife	1
Winch Control	1
Flash Light	1
Manual	1
Pen	2
Tool Kit w/Pressure Gauge	1
Wire Cutter	1
Note Pad	1
Insurance Card	1

## Claresholm Fire Department

Item	Amount
<b>PUMP 13</b>	
Turret Gun	1
Window Scraper	1
MSA O-Ring Kit (Dash Comp.)	1
Fuel Card & Log	1
Fire Extinguisher	2
Spot Light	1
MD Maps	2
Town Map	2
Medical Gloves (S, M, L, XL - 1 each)	4
Lighter (Dash Comp.)	1
Bug Spray	2
SCBA	4
ERG Guide	1
Traffic Vest	5
Mask Wipes (Box)	1
Winter Front	1
MD Keys	1
Sunglasses	1
Note Book	1
Four Gas Monitor	1
Viterra ERP	1
Thermal Image Camera	1
TIC Charger	1
Extra TIC Battery	1
Metal Clip Board	1
Note Pad (Clip Board)	1
Incident Command Sheet (Clip Board) - Minimum	5
Fire Incident Sheet (Clip Board) - Minimum	5
PCR (Clip Board) - Minimum	5
Phone Book	1
GPS	1
Pylons	14
Tank Seal Kit	1
Repair Putty	2
Spare Key	1
First Aid Kit	1
SCBA Tanks	12
Water (minimum)	24
Propane Torch	1
Propane Bottle	1

## Claresholm Fire Department

Item	Amount
WD40	1
Shop Towels	2
Emergency Triangles	1
Scene Tape	1
Traffic Signs	2
Traffic Strobes	2
Socks (pair)	1
Wheel Chocks	1
Toilet Paper	1
Push Brooms	2
Fire Brooms	4
Emergency Ahead Sign	1
Piercing Nozzle	1
McLeod Tool	2
Disconnect Kit	2
Utility Rope	2
2 1/2 Pony Hose	2
100 Foot Forestry Hose	2
6" to 4" Adaptor	1
4" to STORZ Gate Valve	1
Extra Recip. Saw Battery w/Charger	1
Scene Lights	2
Scene Light Charger	2
1 1/2 Low Level Strainer	1
Bungee Cords	5
2" M Camlock to 3" F Camlock	1
4"STORZ to 6" M Thread	1
2 1/2 to 1 1/2 Gated Wye	1
1 1/2 M Thread to 3" M camlock	1
2 1/2 M Thread to 3" F Camlock	1
2 1/2 Double Male Adaptor	1
2 1/2 Double Female Adaptor	1
2 1/2 End Cap	1
3" F Camlock to 3" F Camlock	1
3" M Camlock to 3" M Camlock	1
Short Mallet	1
Forestry Fittings	2
Red Forestry Nozzles	2
Wildland Packs	2
1 1/2 Hose	4
1 1/2 Fog Nozzle	2
1 1/2 Hose	4

## Claresholm Fire Department

Item	Amount
Pump	1
Spanner Wrench	2
Valve Wrench	1
Hard Suction	3
Pike Pole	2
3" Hard Suction	2
Extension Ladder	1
Roof Ladder	1
Attic Ladder	1
Floor Dry	3
Absorbent Pads	10
Absorbent Pillows	2
2 1/2" to 4" Slamese	1
Hydrant Kit	1
Cribbing	3
Step Chalks	4
Pulaski Axe	1
B & E Tool	1
Stream Shaper w/Stacking Tips	1
Set of Irons (Axe, Halogen, Strap)	1
Garbage Bags (Minimum)	5
Pry Bar	1
Wedges	4
Mixed Gas	1
Bolt Cutters	1
Tarp	2
Regular Gas	1
Hydraulic Pump	1
Power Cord	1
3 Pack of Extra Saw Blade	1
Funnel	2
K-12 Saw	1
Spreader	1
Cutters	1
Ram	1
Reciprocating Saw & Battery	1
Hard Protection	3
Hydraulic Hoses	2
Tow Strap	1
Foam Pails	4
Cisco Load (front of crowsnest)	1
2 1/2 Hose (350' flat lay)	7

## Claresholm Fire Department

Item	Amount
Water Cannon	1
High Volume Hose	12
Shovels	2
Pitch Fork	1
Flat Head Shovel	1
curb Key	1
Foam Pail Wrench	1
2 1/2 hose (150' Flat Lay w/Fog Nozzle)	1

### RESCUE 13

Lug wrench	1
ERG Guide	1
Winch Control	1
Seat Belt Cutter	1
Hand Sanitizer	1
Fuses	1
Batteries (8 AA-2.9V) - Sets of package of 8	2
W/S Scraper	1
C-VIP & Insurance	1
Traffic Vest	5
Fuel Card & Log	1
Binoculars	1
Garage Door Opener	1
Four Gas Monitor	1
Town Map	2
MD Maps	2
BA Board	1
Clip Board	1
Phone Book	1
Medical Gloves (S, M, L, XL - 1 each)	4
PCR (Clip Board)	5
Incident Command Sheet (Clip Board) - Minimum	5
Narcan Kit	1
Camera	1
GPS	1
Window Punch	1
MD Reference Guide	1
Note Pad	1
MSA O-Ring Kit	1
Box of Keys	1



## Claresholm Fire Department

Item	Amount
Dry Erase Pen	3
Pens	3
Grease Pen	1
Town Keys	1
First Aid Kit	1
Teddy Bear	1
Booster Pack	1
CAVI Wipes	1
Paper Towel	1
Extension Cord	4
Box of Rags	1
Traffic Signs	2
Emergency Triangle Kit	1
Traffic Wands	4
Stars Landing Kit	1
Flash Light	2
Garbage Bags (Minimum)	3
Air Sanitizer	2
Repair Putty	2
Gap Seal	1
Rupture Seal	2
Tire Repair Kit	1
Belt Cutter	1
Chemical Gloves	1
D Batteries	8
Odor Eliminator	2
Bug Spray	2
N 95 Masks (Box)	1
Mask Wipes (Box)	2
Toilet Paper	1
Duct Tape	1
Scene Tape	1
Water (minimum)	30
Throw Ropes	2
Rope - 200 Ft.	1
Rope - 100 Ft.	1
Absorbent Pads (Minimum)	12
Absorbent Pillows	2
Ropes	6
Tow Chain	1
Extraction Chain	4
Absorbent Bag	4



## Claresholm Fire Department

Item	Amount
Air Bags	3
Air Bag Control	1
Air Bag Hoses (1 red 1 blue)	2
O2 Bottle & Regulator (Min 1000 PSI)	1
Red Trauma Bag	1
Blue Immobilization Kit	1
Blankets	2
AED	1
AED Batteries	1
Speed Splints	2
Burn Kit	1
Backboard	2
SCBA Tanks	6
Tarps	2
Cribbing	27
Hard Protection	4
Wedges	12
Step Chocks	4
Hydraulic Pump	1
Spreaders	1
Cutters	1
Ram	2
Ram Block	1
Staging Tarp	1
Tarp w/ Snaps	1
Manual Hydraulic Set	1
Come Along	3
Bottle Jacks	3
Reciprocating Saw & Battery	1
Saw Batteries	2
Thermal Image Camera	1
TIC Batteries	1
Gas Monitor Charger	1
Scene Lights	2
Scene Light Chargers	2
Generator	1
Spade Shovel	2
Scoop Shovels	2
Fire Brooms	4
Push Brooms	2
Pick Axe	1
Curb Key	1

## Claresholm Fire Department

Item	Amount
Gas Curb Key	1
Long Handle Spade Shovel	1
Squeegees	2
Red Tool Box	1
Saws All	1
Air Chisel	1
Red Misc. Box	1
Blue Tool Box	1
Bail Hooks	2
Electric Tape	2
WD40	1
Quick Link	1
Cloth Tape	1
Brake Clean	1
Rags	2
Socket Set SAE 1/2 Drive	1
Socket Set SAE 3/8 Drive	1
Socket Set Metric 1/2 Drive	1
Socket Set Metric 3/8 Drive	1
Socket Set 1/4 Drive	1
Spare SCBA Tanks	4
Water Packs	2
O2 Tanks	1
Door Wedges	2
Sledge Hammer	1
Orange Hammer	1
Bolt Cutters	1
Acetylene Torch	1
Pry Axe	1
B&E Kit	1
Splitting Axe	1
Halogen Tool	1
Disconnect Kit	2
Crow Bars	3
Pry Bar	2
Fire Axe	1
Fire Extinguisher	1
Eye Wash	1
Tree Saver Bag	1
Shackles (inside Tree Bag)	2
Snatch Block (inside Tree Bag)	1
Tree Strap	1

## Claresholm Fire Department

Item	Amount
Water Extinguisher	1
Pulaski Axe	1
Vehicle Stabilization Kit	1
Booster Cables	1
Pylons	24
Extension Ladder	1
Medical Bags - Red Trauma Bag	1
Medical Bag - Blue C-Spine Kit	1
Medical Bag - Burn Kit	1
E-Combi tool	1

### RESPONSE 13

Gas Card & Log	1
Garage Door Remote	1
Sunglasses	1
Accountability Tag	1
Spot Light	1
Pen	2
Safety Glasses	3
MD Maps	2
Windshield Scraper	1
Vehicle Manual	1
Fire Extinguisher	1
PCR (Minimum)	5
Glass Breaker	1
Winter Front	1
Monitor Remote	1
Isolation Masks (Minimum)	5
Blankets	8
Pillows	2
Sheet	4
Safety Blanket	1
Tarp	1
Jack	1
Jack Handle	1
Tire Wrench	1
Scoop Stretcher	1
Ked Stretcher	1
Traction Splint	1
Spine Board	1

## Claresholm Fire Department

Item	Amount
C-Spine Kit (incl. straps, tape etc.)	1
O2 Bottle Ramp	1
O2 Bottle - Large (Min 500 psi)	1
O2 Bottle - Small	1
Entonox Bottle (record psi)	1
Entonox Bottle Regulator & Hose (each)	1
Entonox Disposable Mouth Piece	1
60 ML or greater syringe	1
King Tube size 3	1
King Tube Size 4	1
King Tube Size 5	1
Muko Gel (minimum)	4
LMA Size 1	1
LMA Size 2	1
LMA Size 3	1
NPA Size 3	1
NPA Size 30	2
NPA Size 32	2
NPA Size 28	2
Nebulizer	2
NRB Adult	3
O2 Tubing	1
Nasal Canula	2
NRB Pediatric	1
OPA Size (Blue)	2
OPA Size (White)	2
OPA Size (Green)	2
OPA Size (Yellow)	2
OPA Size (Red)	2
Cloth Tape	1
IV Tape	1
Bulb Syringe	1
Suction 18 French	1
Manual Suction	1
Suction Cartridge	1
CPR Barriers (Boxes)	2
BVM Adult	1
BVM Pediatric	1
Sharp Container	2
Large Gloves (Wall)	1
LP 15 Monitor	1
Gas Detector	1

## Claresholm Fire Department

Item	Amount
Hand Sanitizer	1
Medical Gloves (S, M, L, XL - 2 each)	8
Yaunker Tip	1
Suction (Wall)	1
CAVI Wipes	1
NACL 500 ML	1
NACL 1000 ML	2
10 Drop Set	2
Saline Lock	2
Saline Flush 10 ML	2
Tourniquet (Box)	1
Foam Electrodes (Pkgs)	1
IV Cannula 14 G	2
IV Cannula 16 G	2
IV Cannula 18 G	2
IV Cannula 20 G	2
IV Cannula 22 G	2
IV Cannula 24 G	2
Alcohol Wipe (minimum)	10
Tape	2
Tagaderms (minimum)	10
Nitrile gloves (M,L,XL) - 1 each	3
Pelvic Bind Clamps	6
Trauma Shears	2
Face Shield	10
Isolation Gowns	7
Blue Pads	2
Zip Lock Bag	2
Sterile Gauze 2x2	4
Sterile Gauze 4x4	8
Non Sterile 4x4 (package)	1
Non Sterile 2x2 (package)	
Abdominal Pads 5x9	2
Triangular Bandage	4
Burn Sheet	2
Burn Kit	2
Cold Pack	5
Hot Pack	5
Surface Cleaner	1
Pillow Case	1
Thermal Blanket	2
Mask Wipes (Box)	1

## Claresholm Fire Department

Item	Amount
Water (minimum)	24
Vomit Bag	2
Glucose Test Strip (Box)	1
Lancets (Box)	1
BP Cuff XL	1
BP Cuff Adult	1
BP Cuff Child	1
OBS Kit	1
Bears	5
Medical Bag	1
O2 Bag	1
Pan	1
Medical Bag - Blue Trauma	1
Medical Bag - Red Airway	1
Medical Bag - Life Pack	1
Medical Bag - C-Spine	1
Response Clean (Cavi Wipe)	1

### Tank 13

Turret Gun	1
1 1/2 Hose	11
1 1/2 Fog Nozzle	4
Spanner Wrenches	4
Fuel Card & Log	1
Sunglasses	1
Note Book	1
ERG	1
MD Keys	1
Traffic Vest	5
SCBA Packs	4
MD Book Maps	1
Laminated Maps	1
Bug Spray	2
Pocket Mask	1
Window Scraper	1
Allen Key	1
Cable Cutter	1
Flashlight	1
Medical Gloves (S, M, L, XL - 1 each)	4
Safety Goggles	1

## Claresholm Fire Department

Item	Amount
Fire Extinguisher	1
Garbage Bags (Minimum)	4
Incident Command Sheet	5
MVC Sheets	5
N 95 Masks (Box)	1
Toilet Paper	1
Mask Wipes (Box)	1
6" Hard Suction	2
3" Hard Suction	2
2" Hard Suction	2
Driver Side Booster & Nozzle	1
Passenger Side Booster & Nozzle	1
Water (minimum)	24
Foam Nozzle	1
Tank to Pump Speed Wrench	1
Traffic Triangles	1
Gear Clamps	2
O-Rings (Various sizes)	6
2 1/2 M to 3" M camlock	1
2 1/2 M to 2 1/2 M Adaptor	1
2 1/2 F Thread to 2 1/2 F Camlock	1
2 1/2 F to F Coupling	1
2 1/2 F to M	2
1 1/2 M Camlock to 1 1/2 M Camlock	1
2 1/2 End Cap	1
Stubby Multi Bit Screwdriver	1
Stubby Phillips Screwdriver	1
2 1/2 Pistol Grip Fog Nozzle	1
3" M Camlock to 3" M Camlock	1
3" F Camlock to 3" F Camlock	1
WD40	1
Scotties Foam Pail Wrench	1
6" F to 4" Storz Connection	1
Side Reel Crank Handle	1
Rubber Mallet	2
5" to 2 1/2 Siamese	1
Hydrant Wrench	1
Propane Bottle	2
3 Ft rope	1
2 1/2 Gate Valve	2
Storz/Spanner Comb. Wrench	2
2 1/2 to 4 Storz Connection	1

## Claresholm Fire Department

Item	Amount
Pylons	10
Traffic Signs	2
Traffic Wands	2
SCBA Tanks	6
Wildland Packs	1
Pry Bar	1
Foam Eductor	1
Fire Axe	2
Pulaski Axe	1
Forestry Pump	1
Large Emergency Sign	1
Gas Can	1
2 1/2 Pony Hose	3
Ladder Strap	3
Bolt Cutters	1
Primer Can	1
Bungee Cords	4
2 1/2 to 1 1/2 Gated Wye	2
3 Low Level Strainer	1
Water Extinguisher	1
50 Ft 2 1/2 Hose Line	1
2 1/2 M to 3" Camlock	1
2 1/2 Hose	12
Cisco Load	1
Foam	7
Spade Shovel	2
Fire Brooms	4
Push Brooms	1
High Volume Hose	12
Drop Tank	1
Mcleod Tool	1

### Tender 13

First Aid Kit	1
Sunglasses	1
Flashlight	1
Rolled MD Map	1
Map Book	1
MD of Pincher Creek Map	1
Fire Extinguisher	2



## Claresholm Fire Department

Item	Amount
Traffic Vest	2
Phone Book	1
Fuel Card & Log	1
Metal Clip Board	1
Note Pad & Pen (Clip Board) - each	1
Fire Incident Sheet (Clip Board) - Minimum	3
Command Sheet (Clip Board) - Minimum	3
Water (minimum)	24
ERG	1
Truck Manual	1
C-VIP & Insurance	1
Fuses	1
Clear Bin	1
Garbage Bags (Minimum)	3
Bug Spray	1
Scene Tape	1
Duct Tape	1
Electrical Tape	1
Paper Towel	1
N-95 Masks (Minimum)	5
Toilet Paper	1
Wheel Chocks	2
WD40	1
Tool Kit	1
Grease Gun	1
Grease Cartridge	2
Tarp Straps	4
Absorbent Pads	5
Torch Kit	1
Pump Anti Freeze	1
Bucket with 2-5 Garbage Bags	1
Pylons	4
2 1/2 Hose	1
2 1/2 Pony Hose	1
Pulaski Axe	1
Rope	1
Emergency Triangle Kit	1
Hydrant Wrench	2
2 1/2 Gate Valve	1
4" Camlock F to 2" Camlock M	1
5" F Camlock to 3" M Camlock	1
Low Level Strainer	1

## Claresholm Fire Department

Item	Amount
Fittings Box	1
Hard Suction Hose	6
Pike Pole	1
Crow Bars	1
Drop Tank	1

### Trailer 13

Flashlight	1
Rags	6
Balaclava	2
Fire Gloves	1
Poker Chips	1
Heat Packs	4
Ice Pack	4
Triangular Bandage	5
Garbage Bags (Minimum)	6
Medical Gloves (S, M, L, XL - 1 each)	4
Blankets	3
Heater Instructions	1
Bug Spray	1
Leather Gloves	2
Chain Saw Chaps	1
Chain Saw Helmet	1
Toilet Paper	1
Mixed Gas	1
Pump Gas	1
ATV Gas	1
Blocks	2
Chain Oil	1
2 Stroke Oil	2
Stabilizer Speed Wrench	1
Wheel Chocks	1
Lug Nut Wrench	1
Chain Saw Accessories Bag	1
Wedges	2
Extra Chain	1
Extra Spark Plugs	3
Sharpening Tool	1
Files	3
File Handle	1

## Claresholm Fire Department

Item	Amount
Chain Saw Tool	1
90 Degree Hex Tool	1
Helmets	2
Bunker Gear	2
Chairs	6
Table	1
Eye Wash	1
Back Board Pins	1
Back Board Straps	1
Fire Boots	2
Chain Saw	1
Water (minimum)	24
Tire Chain Tool	1
5 Gallon Pail	1
Ratchet Straps	2
Fire Brooms	2
Propane Bottle	1
Battery	1
Spare Tire	1

### Bush 13

Sunglasses	1
Flashlight	1
Spot Light	1
9 V Battery	1
Pocket Mask	1
GPS	1
Cable Cutter	1
Pens	4
AA Batteries	8
MD Hydrant Key	1
MD Gate Key	1
Window Punch	1
Door Opener	1
Fuel Card & Log	1
Safety Vests	3
Laminated Maps - MD Willow Creek	1
Laminated Maps - MD Ranchland	1
MD Map book	1
Hearing Protection	1

## Claresholm Fire Department

Item	Amount
Metal Clip Board	1
PCRs (in clip Board)	1
MVC Info Sheet (in clip board)	5
Fire Incident Sheet (Clip Board) - Minimum	5
Note Pad (in Clip board)	5
Phone Book	1
ERG	1
Winch Control	1
Seat Belt Cutter	1
Fuses (Box)	1
Ice Scraper	1
Tire Chain Wrench	3
Truck Manual	2
N-95 Masks (Minimum)	5
Garbage Bags (Minimum)	2
Bug Spray	1
Large Gloves	1
XL Gloves	1
Toilet Paper	1
Paper Towel	1
Scott B/A Pack with Masks	2
Water (minimum)	12
Tree Saver Bag	1
Shackles (inside Tree Bag)	2
Tree Saver Strap	1
Snatch Block (Inside Tree Bag)	1
Stop Signs	2
1/2 Pony Hose	2
Hydrant Wrench	2
Box of Hose Adaptors	1
Traffic Wands	2
Triangle Reflector Kit	1
Tire Chain Straps	8
Ropes	2
Garbage Bags (Minimum)	6
2 1/2 Pony Hose	2
2 1/2 Gate Valve	1
Fire Extinguisher	1
Tow Strap	1
Snatch Block	1
Chain	1
Spanner Wrenches	2

## Claresholm Fire Department

Item	Amount
First Aid Kit	1
15W/40 Oil	1
Funnel	1
Foam Nozzle	1
Duct Tape	1
Water (minimum)	12
Hitch Receiver	1
XL Garbage Bags (Minimum)	3
Booster Line Fog Nozzle	1
Hard Suction Hose	7
Fire Brooms	4
Spade Shovel	2
Pulaski Axe	1
Primer Can	1
Fire Axe	2
Flapper Broom	1
Square Shovel	1
Pylons	12
Tire Chains	4
2 Buckets with 10 Bunge Cords Each	20
Water Extinguisher	1
McLeod Tool	1

## Fort Macleod Fire Department

Item	Amount
<b>BUSH 15-1</b>	
Mask Wipes	4
Spare Filter	1
MD Maps	1
Stars Landing Protocol	1
Fuel Card	1
Bug Spray	1
Traffic Vest	4
38 mm Hose length	4
Water Bottles (Case)	2
Snack Pack	1
Medical Gloves (M, L, XL) - 1 pair each	3
Incident Report sheets	1
Back Pack Sprayers	2
Emergency Response Guidebook	1
Spare Truck Key	1
Expandable Traffic Cones	12
ABC Extinguisher	1
Holding Case/Spare Keys (case)	1
Emergency Triangles (case)	1
Traffic Wands (in plastic case)	4
Hose Line 1" pus Nozzle	1
Road Flares (Bag)	1
Macleod Tool	1
Foldable Traffic Sign	1
Foldable Traffic Sign Stand	1
38mm Hose Length (Lengths)	5
100 ft. roll with pistol grip nozzle	1
First Aid Kit	1
Glass Cleaner	1
Ear Plugs	1
Alcohol Hand Sanitizer	1
Medical gloves (Case)	3
Jerry Can	1
1" hose line and 1" nozzle (each)	1
Motor Oil for Pump (qrt)	1
Funnel	1
65mm Pony Line	1
Drafting Filter	2
Hitch	1
Bolt Cutters	1
Hydrant Wrench	1

## Fort Macleod Fire Department

Item	Amount
Fire Axe	1
Pulaski Axe	1
Stop Sign	1
Hard Suction Lines	4
Hydrant Wrench	1
Spanner Wrench	2
65M - 3 inch Male Camlock	2
65M - 3 inch Female Camlock	1
65M - 1 1/2 inch Male Camlock	1
65M - 1 1/2 inch Female Camlock	1
65 F - 65 F	2
65M - 2 inch Male Camlock	1
65M - 2 inch Female Camlock	1
65 Male- Male 65	1
65 Female - 38 Male Adaptor	1
Gate Valve 65	1
65M - 4 inch Male Camlock	1
65M - 4 inch female Camlock	1
38 mm pistol grip nozzle	1

### BOAT 15

Motor	1
Fuel (Tank)	1
Wooden Seat	1
Battery	1

### RESCUE TRAILER

Gen set	1
Large Carabiner	3
Small Carabiner	6
Bug Spray	1
Plug	1
Zip Tech Stick	4
Ice Picks (Pair)	4
Ratchet Straps	3
Running Shoes (pairs)	9
Blue Tarp	1
Utility Rope (Length)	1

## Fort Macleod Fire Department

Item	Amount
Large Rope Bags	2
Small Rope Bags	5
Bail Bucket	1
Hand Pump	1
Helmets	9
Water Suits	5
Rain Suit	1
Cold Water/Ice Suits (Bags)	4
Life Jackets	13
Cotton gloves (pairs)	8
Mega Phone	1
Medical Gloves (Boxes)	2
Ammonia Suits	5
Ice Sled	1
Rescue Paddle Board	1
Paddle	1
Heavy Duty Rubber Gloves (Pairs)	7

### RESCUE 15

Folding MD Maps	2
Township Map	1
Bug Spray	1
Hand Sanitizer	1
Extension Cords Metal Rollers	1
Utility Rope (Lengths)	12
Extension Cord with Plugs	1
Plug in Extensions	6
Makita Work Lights (Battery Powered)	2
Extension Cord Plastic Rollers	3
Wooden Cribbing (Boxes)	3
Black Step Chalk	4
Ladder Chalk	
Airway Bag	1
Trauma Bag	1
Half Backboard	2
Pneumatic Lift Bag - Large	2
Pneumatic Lift Bag - Small	1
Air Regulator	3
Air Hose	4
3/8" Chain (Lengths)	4



## Fort Macleod Fire Department

Item	Amount
Gas Powered Winch	1
Fracture Kit	1
Air Chisel	1
BA Masks	3
BA Packs	3
Broom	3
Extended Grabber	1
Microwave	1
E-Tool Batteries	4
E-tool Battery Charger	3
Glass Saw Charger	1
TIC Camera	1
TIC Charger/Holder	1
Floor Dry (Bags)	2
Floor Dry (Bucket)	1
Mini Fridge	1
Foam Water Stops	15
ABC Fire Extinguisher	1
Traffic Cones	8
Blankets	3
Plates (Bags)	2
Napkins (Packs)	1
Snack Pack	1
First Aid Kit	2
Ear Plugs (Case)	1
Medical Gloves (Boxes)	3
Windsack	1
Face Masks (Packs)	2
Binoculars	1
Bug Spray	2
Tarps	9
BA Bottles	4
Rubber Gloves (Pair)	2
Duct Tape	5
Winch Control	1
Respiratory Storage Bag	1
Wiper	1
Garbage Bags	1
Ice Packs	4
Spare Bulb for Generator	2
Glass Cleaner	1
Care Bears	3

## Fort Macleod Fire Department

Item	Amount
Booster Cables	1
Radiator Cover	1
Corded E Tool Battery	1
Extension Ladder #4	1
Rescue Baskets	2
Shovels	5
Traffic Signs	3
Back Board	1
Hydraulic Pumps	2
Jerry Can	2
Hydraulic Spreaders	1
Hydraulic Combination	1
Hydraulic Rams (S, M, L) Each	1
Sawzall	2
Sawzall Blades	5
Spray Bottle	3
Crescent Wrench	1
Double Sided Wrench	1
Glass Saw	1
Hacksaw	1
Hacksaw Blade	5
Nail Puller	1
Pry Axe	1
Pry Bar	0
Hammer	1
Small Cutters	1
Screwdriver	4
Ram Extension	2
Window Cleaner	2
Road Flares (Box)	1
Hydraulic Line Blue	2
Hydraulic Line Red	2
Gas Powered Light/Generator	1
Landing Lights	4
K-12 Saw	1
Hazard Signs (Expandable) Boxes	2
Blade for K-12	2
Rescue 42	5
Turbo Lights (case)	1
Metal Door Braces	2
Glass Cutting Kit	1
Straps for Rescue 42	4

## Fort Macleod Fire Department

Item	Amount
Pilons	1
Bag Floor - Last item in Compartment 8	1
E-Spreader	1
E-Cutter	1
E-Ram	1
E-Combination	1
Small Tool Box	1
Jack All	1
Halogen	1
Axe	1
Ratchet Sets	1
Sledge Hammer	2
Pipe Wrench	1
Bolt Cutter	2
Rescue 42 Tips	6
Metal Stake	1
Come Along	1
Socket Set	2
Bottle Jack	1
Pickaxe	1
Hand Saw	1
Crow Bar	3

### PUMP 15-3

Water (Case)	2
Paper Towel (rolls)	2
First Aid Kit	1
Seal Rings (Kit)	1
Triangle flare (Kit)	1
Air Bottles	12
Yamaha Light	1
Flash Light	2
Traffic Cones (Bags)	1
Wheel Chocks	2
GR 70 3/8 Chain	1
3/4 Clevis	3
Hose Squeeze	1
Foam Inductor	1
Handle	1
Emergency Sign	1

## Fort Macleod Fire Department

Item	Amount
4" Tow Rope	1
65 mm Pony length	2
6" to 2 1/2 Gated Y	1
Water Pack	1
Rubber Mallet	1
Hydrant Wrench	2
65 MM Fog Nozzle	1
2.5" Male Cam	1
2.5" Female Cam	1
Spanner Wrench	3
38MM Fog Nozzle	2
65MM Gate Valve	1
65MM - 38MM Male Pipe	1
65MM-38MM Gated Y	1
3" Male Cam	1
3" Cam - 65MM Male	2
65MM-65MM Male Coupler	2
65MM-65MM Female Coupler	2
Rubber Seals	7
Drum Wrench	1
4-3 Cam Lock	1
2.5 Pipe M-65 Fire Male	2
Stokes - 5"	1
Stokes - 4 7/8"	1
Floor Dry	2
5" Gated Wye	1
Suction Screen	1
Hi Val Hose	1
ABC Fire Extinguisher	1
CO2 Fire Extinguisher	1
Pro-Pack	1
Long Hose for Pro-Pack	1
Short Hose for Pro-Pack	1
Hose and 38mm Nozzle	1
Shovel	1
Hard Suction Hose - 3"	2
65MM Hose	2
Pitch Fork	2
Hard Suction Hose - 5"	2
Macleod Tool	2
Back Attic Ladder ext. Roof	1
Pick Pole	1

## Fort Macleod Fire Department

Item	Amount
Foam Wrench	1
Foam Bottles	3
C2 Monitor	1
Hand Flares	1
Clip board	1
Gloves (Pair)	1
Canutec	1
Maps	1
BA Pack	4
Fire Extinguisher	1
Snack Box	1
Axe	2
Halogen	1
Flat Screwdriver	3
Pipe Wrench	1
Bolt Cutter	1
Cable Cutter	1
Vise grip	1
Hammer	1
Crow Bar (S, L) each	1
Straight Bore Nozzle	1
10W30 (litre)	1
Extension Cord	1
Rope	1
Tarp Straps	1
Hose Sling	3
Honda Pump	

### TANK 15-4

Hard Suction 65mm (lengths)	5
High Vol Hard Suction (Lengths)	2
Macleod Tool	1
Fog Nozzle	1
Gate Valve	1
65mm Pony (lengths)	1
Tool Boxes	2
Drafting Filter 65mm	1
Extension for High Vol Intake	1
Hydrant Wrench	1
Spanner Wrench	3

## Fort Macleod Fire Department

Item	Amount
Bolt Cutters	1
Cranks	1
Rubber Mallet	1
Hammer	1
Strap Wrench	1
Hacksaw	1
3/8" Chain (Lengths)	1
Wheel Chalks (Set)	1
High Vol Suction	1
Roof Ladder	1
Portable Tank	0
Chain Saw	1
Foam (buckets)	2
Shovel	1
Pitch Fork	1
3" Hard Suction	2
Portable Tank	1
BA Packs	2
BA Masks	2
Portable Pump	1
Float Bucket	1
65mm Hose (Length)	1
3" Car Lock Drafting Filter	1
Jerry Can	2
Oil containers	2
Fog Nozzle 38 mm	1
38 ____ Hose (lengths)	2
Cross Lay - 2 Lng 1 nozzle	1
Cross Lay - 3 Lng 1 nozzle	1
4" Fog nozzle	2
BA	3

### BUSH 15-2

Water Bottles (Case)	1
ABC Ire Extinguisher	1
Dry Chem Extinguisher	1
Expandable Traffic Cones (case)	1
Pipe Wrench	2
Spanner Wrench	3
Dry Wall Hook	1

## Fort Macleod Fire Department

Item	Amount
Crescent Wrench	2
Ball Pin Hammer	2
Screw Driver	4
Extension Cord	1
Jack All	1
Scene Tape	1
Landing Lights (Bag)	1
Tow Sling	1
38 mm Gated Y Valve	1
Dry Chem Pack	1
Dry Chem Hose	1
Floor Dry (Bag)	1
BA Stands	2
BA Cover Bags	2
Jerry Can w/gas	1
1" Hose Line	1
38mm Nozzle	1
38mm Grass Nozzle	2
1" nozzle	1
Bung Wrench	1
2 1/2 male to 65 male thread	1
65 Stream Elbow Suctions	2
2 1/2 male to 3" camlock	1
4" camlock female to 3" male camlock	1
65 to 38 male	1
Gate Valve 65'	1
1 1/2" female camlock	1
1 1/2" male camlock	1
3" female Cap	1
3" male CL by 65	1
65 connector	1
2" male CL	1
2" female cl x 65 thread	1
2 1/2" female CL x 65	1
65 male coupler	1
2" female CL x 1 1/2 male reducing	1
2" female & male CL	1
Straight Bore	4
65mm Hose Line	3
Macleod Tool	
38mm Hose Length	1
Pony 38	1

## Fort Macleod Fire Department

Item	Amount
Hose Length	3
Spade Shovel	1
Fire Axe	1
Pitchfork	1
Chainsaw	1
Axe	3
Hydrant Wrench	2
Traffic Sign	1
Fuel	1
Pump	1



## Granum Fire Department

Item	Amount
<b>TANK 14</b>	
Turret Gun	1
1 1/2 Hose (150')	2
1 1/2 Fog Nozzle	4
Garage Door Opener	1
Spotlight	1
Fire Extinguisher	2
Turret Gun Control	1
Laminated Map	1
Phone Book	2
MD Map	1
ERG	1
Tank Info Binder	1
Accountability Board	1
Accountability Passport	1
Dry Erase Pen	1
Dust Masks (Box)	1
Kleenex (Box)	1
First Aid Kits	2
SCBA	4
Mask	4
High Vis. Vests	5
1 Fog Nozzle - LH	2
Spanner/Wrench	6
6" to 6" fitting	1
Triangle Kit	1
63-38 Gated Wye	1
2 1/2 Gate Valve	1
Rubber Mallet	1
Hydrant Wrench	1
Hydrant Wrench w/gas shut-off	1
Grey Tool Box Fittings (Various)	1
1 1/2 Foam Nozzle	1
2 1/2 Fog Nozzle	1
2 1/2 Elbows	2
Fire Brooms	4
Flat Nose Shovel	1
12 ft. Pike Pole	1
Stop Sign	1
Spade Shovel	2
2 1/2 Hard Suction Hose	2
2 1/2 Basket Strainer	1
6" Hard Suction Hose	2
6" Basket Strainer	1
2 1/2 Pony Hose	1
2 1/2 Low level Strainer	1

## Granum Fire Department

Item	Amount
Wildland Water Pack	1
Hydrant Wrench	1
2 1/2 Hose	
1 1/2 Hose	
Forestry Pump	1
Jerry Can	1
Fire Axe	2
Pipe Wrench	1
Bolt Cutters	1
Pulaski Axe	2
McLeod Tool	2
Water Extinguisher	1
2100 Gal. Drop Tank	1

### PUMP 14

Insurance	1
Registration	1
CVI Papers	1
Accountability Pass	1
Map Book	1
Laminated MD Map	1
Command board	1
SCBA Board	1
Goggles	5
Repellent	1
Eye Drops	1
Sunscreen	2
Ear Plugs	5
ERG	1
MD Reference Guide	1
Binoculars	1
Glass Breaker	1
Toilet Paper	2
Paper Towel	1
Shop Towel	1
First Aid Kit	4
Gas Monitor and Charger (each)	1
MVC Sheets (minimum)	5
Medical Gloves (M, L, XL) Box	1
GPS	1
Camera	1
Dust Masks (Box)	1
Water (Minimum)	24
Fire Extinguisher	2

## Granum Fire Department

Item	Amount
SCBA Board	3
SCBA Mask	3
Traffic Vest	5
200 Feet 1 1/2 inch hose	2
1 1/2 Fog Nozzle	4
Traffic Cones	8
Foam Nozzle	1
2 1/2 Fog Nozzle	1
2 1/2 Female to Female	2
2 1/2 Male to Male	1
1 1/2 Female to Female	1
1 1/2 Male to Male	1
2 1/2 to 1 1/2 Gated Wye	1
2 1/2 M to M Reducer	1
Fire Brooms	4
4 ft. Pike Pole	1
Sledgehammer	1
Halogen	1
Fire Axe	2
SCBA Tanks	2
6" Hard Suction	2
6" Basket Strainer	1
2 1/2 Pony Hose	3
Hydrant Kit	0
Dead Blow Hammer	1
2 1/2 Gate Valve	1
5" to 4" Adapter	1
Spanner Wrench	4
End Caps	3
Wildland Packs	2
2 1/2 Hose Clamps	1
Bottle Jack	1
Wedges	4
Step Chocks	4
Tarps	2
Cribbing	9
Hydraulic Cutter	1
Wheel Chocks	2
Blanket	3
Hydraulic Hose Lines	2
Rams	3
Cutter	1
Spreader	1
8 Ft. Pike Pole	1
24 ft. Extension Ladder	1
14 ft. Roof Ladder	1

## Granum Fire Department

Item	Amount
Attic Ladder	1
Scene Tape	1
Stop Signs	2
Traffic Wands	2
Garbage Bags (Minimum)	5
Burn Kit	1
Stars Kit	1
Utility Rope	4
Spinal Kit	1
AED	1
Trauma Bag	1
Oxygen Bag	1
PCR and Clipboard (Minimum)	5
Pry Bar	1
Hack Saw	1
Bolt Cutter	1
Pry Axe	2
Tool Kit	1
Disconnect Kit	1
Spray Bottle	1
SCBA	3
Air Chisel Kit	1
Air Hammer	1
Hydraulic Ram Extension Kit	1
Booster Cables	1
Hydraulic Oil	1
Struts (Bags)	2
K12 Saw	1
Mixed Fuel Tank	1
Hydraulic Pump	1
Ventilation Fan	1
Ram Support Boot	1
2 1/2 Hose (600 ft)	1
Sisco Load	1
Spine Board	1
Scoop Stretcher	1
Piercing Nozzle	1
2 1/2 Hard Suction Hose with Basket Strainer	1
Shovel	1
Spade	1
Push Broom	1
Floor Dry (container)	1
Foam Container Wrench	1
Foam (Containers)	3
Curb Key	1
1 1/2 Hose with Fog Nozzle (200 ft)	1

## Granum Fire Department

Item	Amount
<b>RESCUE 14</b>	
Incident Command Board	1
Insurance	1
CVI	1
Pens (Minimum)	4
Binoculars	1
ERG	1
Garbage Can	1
Spotlight	1
MD Maps	2
Laminated MD Map	1
Stars Scene Info	1
Patient Care Clipboards (Minimum)	10
MVC Sheets (Minimum)	5
Computer	1
Garage Door Opener	1
Crew Passport	1
Generator	1
Extension Cords	3
Funnel	1
Cord Reels	2
Duct Tape	4
Jerry Can	1
BA Bottles	6
Rope Bags	2
Rope Container	6
SCBA Bottles	6
Water Extinguisher	1
Fire Extinguisher	1
Floor Dry	1
Bag of Rags	2
Blanket	1
Straps	2
Garbage Bags (Minimum)	9
Caution Tape	1
Wheel Chalks	1
AA Batteries (Pkg)	1
GPS V Manual	1
Scene Lights	2
Traffic Signs	2
Stokes Basket	1
Spine Board	1
Jack-all Jack	1
Broom (Push)	1

## Granum Fire Department

Item	Amount
Sledgehammer	2
Sign Rod	1
Square-nosed Shovel	1
Bucket of Chains	4
Road Triangles	1
Emergency Sign and Stand	1
Traffic Cones	10
Crowbars	2
Large Ram	1
Spray Bottle	0
4 x 4 cribbing	16
4 x 6 cribbing	5
2 x 6 cribbing	2
Wedges	4
Step Chalks	4
Comealong with Handle	1
Ratchet Straps	2
Honda Pump	1
Tool Kit	0
Vise Grips	2
Crescent Wrench	2
Shears	1
Chisels	3
Channel Lock	1
Adjustable Pliers	3
Linemen Pliers	1
Wire cutters	1
Needle-nose Pliers	1
Utility Knives	2
Recip Blades - Extra (Minimum)	5
Large Bolt Cutters	1
Medium Bolt Cutters	1
Mini Sledge Hammer	1
Hammer	1
Rescue Blanket	1
Steering Wheel Air Bag Cover	1
Sawzall with Blades	1
Drill	1
Diesel Fuel Jerry Can	1
Regular Fuel Jerry Can	1
Paper Towel (Roll)	2
Hydraulic Oil	1
Wrench Set	1
Socket Set	1
Ratchet Set	1
SCBA	4

## Granum Fire Department

Item	Amount
SCBA Masks	4
Phone Book	1
First Aid Book	1
Clipboard with Paper	2
Hand Sanitizer	1
High Visibility Vests	5
N95 Masks (Boxes)	2
Medical Masks (Boxes)	1
Ear Plugs (Boxes)	1
Hearing Protection	2
Safety Glasses (Minimum)	6
Extra Oxygen Bottle	1
Medical Gloves (M, L, XL) - Each	2
Extra AD Pads (Boxes)	2
Small First Aid Kit	1
Sun Screen	2
Bug Spray	2
Afterbite	2
Band-Aids (assorted)	
Large First Aid Kit	1
Fracture Kit	1
Air Splint Kit	1
Speed Splints (Minimum)	5
C Collars - Adult/Small (Minimum each)	3
Foam Head Rolls	1
Hot Packs (Minimum)	5
Cold Packs (Minimum)	5
Burn Sheet	1
Flush Bottle	1
Alcohol Swabs (Boxes)	2
Tourniquets - Extra (Minimum)	5
Triangle Bandages - Extra (Minimum)	5
Emergency Blankets	4
Blanket	1
Garbage Bags (Roll)	1
Volunteer Tags (Pouch)	1
Pillows	2
Stuffed Animals (Bag)	1
Coveralls	3
Break-in Kit	1
KED	1
Water Bottles (Minimum)	48
Granola Bars - Boxes (Minimum)	2
SKED Stretcher	1
E-Combi tool	
Traffic Wands	4

## Nanton Fire Department

Item	Amount
<b>Response 11</b>	
Pelican light	1
Pilons	7
Scuba w/mask	1
Roll Scene tape	1
Water Rescue Rope	1
Pack Respirator Wipes	1
Bolt Cutters (sets)	1
Stop/Slow Sign	1
Generator	1
Fuel Can	1
Jack	1
Chain	1
Battery	1
Fuse Panel	1
Tire Iron	1
Jack Handle	1
Scene Light	1
Emergency Sign	1
Scoop Stretcher	1
Back Board	1
C-Spine Kits	2
C-Collars L/S	1
Head Roll	1
Triangle Bandages	2
Straps	4
Rolls of tape	2
Towel	1
MSA Alarm	1
Life Pak	1
12 Lead with Pads	1
SBO Attachment	1
Adult BP Cuff	1
4 Lead	1
Enfant SPO2 Monitor	1
Pack of Electro Pads	1
Pediatric Electro Pads	1
Packs of Foam Electro Pads	2
Vomit Bag	2
Neonatal SPO2	1
Ambient Shield	1
Lams Score Sheet	1
BGL Kit	1
Monitor	1
Accu Check	1
Bandages	5



## Nanton Fire Department

Item	Amount
Alcohol Wipes	1
Gauze Pads	1
Thermometer	1
Clipper	1
Large adult BP Cuff	2
Child BP Cuff	2
Enfant BP Cuff	2
Adult D-Fib Pads	2
Pediatric D-Fib Pad	1
Airway Kit	1
Nebulizer Kit	1
Manual Suction	1
SPO2 Tank	1
Smart Bag Valve Mask	1
Nasal Cannula	3
NRB Mask	2
Child Bag Valve mask	1
Adult Nasal Smart Capnoline Plus O2	2
Trauma Bag	3

### Tender 11

Fire Extinguisher	1
MDWC Map	1
Foothills Map	1
Ranchlands Map	1
Vulcan Map	1
Town of Nanton Map	1
Command Board	1
Dry Erase Marker	1
ERG	1
Registration & Insurance	1
Wildland Masks	2
UFA Fuel Card	1
Truck Check Binder	1
1 x 44 Pony	1
3 x 44 Lines	1
Adjustable Fog Nozzle	1
Pump	1
Anti-Freeze Spray	1
methyl Hydrate Spray	1
Dead Blow	1
Traffic Triangles	1
First Aid Kit	1
Hi-Vol Pony	1

## Nanton Fire Department

Item	Amount
2 x 65 Pony	1
44 Pony	1
Socket Kit	1
Hydrant Bag	1
Spanner Wrench	2
Hydrant Wrench	1
Dead Blow	1
65 Gated Y	1
Hydrant Gate	1
5" Stortz Adaptor	1
4" Stortz Adaptor	1
Assorted Adaptor Box	1
65 Dbl Female	1
65 Dbl Male	1
38 Dbl Female	1
65 Female to 38 Male	1
77 Camlock Adapter	1
Mix Adapters	1
2 - 65 Line	1
1 x 65 Pony	1
2 x 44 Line	1
Chain	1
125 Hard Suction	1
65 Hard Suction	1
Port-a-Tank	1
125 Hard Suction	1
65 Hard Suction	1
6" Strainer	1
6" Floating Strainer	1
6" Low Profile Strainer	1
65 floating Strainer	1
65 Strainer	1
Utility Rope	1
Trash Pump	1
Straight Gas	1
Foam	1

### Rescue 11

RV Anti-Freeze	1
Monitor Remote	1
Pump Chart	1
AED	1
Battery OK	1
2 x Adult Pad	1
2 x Child Pad	1

## Nanton Fire Department

Item	Amount
Razor	1
C-Color Bag w/Straps	1
Trauma Bag	1
Airway Bag	1
1 1/4 Wrench	1
SAS Pack	1
Full BA Bottle	1
SAS Hose	1
Fire Extinguisher	1
2 x Spanner Wrench	1
Foam Wrench	1
Duct Tape	1
Iron Sets	2
Bolt Cutters	1
Denver Tool	1
Fubar	1
Pry Axe	1
Fire Axe	2
Pry Bar	2
Sledge Hammer	1
VX Halogen	1
Spare Bottles	3
cordless Sawzall W/Blades	1
B-Post Simulator	1
Come-a-Long	1
Crash Kit	1
Blanket	1
Soft Protection	5
Gorilla Tape	1
Hurst E-Spreaders	1
Hurst E-Cutters	1
Socket Set	1
Tool Box	1
Allen Key Sets	2
Torx Set	1
Wire Strippers	1
Pliers	2
Crescent Wrench	2
Vise Grips	4
Hack Saw blades	6
Extra Knife Blades	1
Window Punch	1
Electrical Tape	2
Pad Loc w/Key	1
Screw Drivers	6
Hack Saw blades	1

## Nanton Fire Department

Item	Amount
Side Cutters	1
Glass Master	1
Fencing Pliers	1
Tin Snips	1
Bungee Cords	2
Pipe Wrench	1
Utility Knife	1
Wonder Bar	1
Cable Cutters	1
Hammer	1
Cutting Pliers	1
Sawzall Blades	1
Rescue Wrench	1
Door Wedge	3
Holmatro Power Pack	1
Holmatro Cutters	1
Holmatro Spreaders	1
Holmatro Ram	1
Hydro Hose	2
Attic Ladder	1
Pike Pole	2
Electric Fan	1
Yamaha Generator	1
100' Power Cord	1
50' Power Cord	1
14' Roof Ladder	1
24' Extension Ladder	1
Ceiling Hook	1
Attic Ladder	1
Pike Pole	2
Rescue Chain	2
Dead blow Mallet	1
Cribbing Crates	3
Step Chocks	6
Staging Tarp	1
Hard Protection	1
Rescue 42 Short Struts	2
Rescue 42 Long Struts	2
Ground Pickets	6
Rescue 42 Acc Bag	1
Assorted Inserts	3
Cluster Hook	1
Strut Pins	3
Ratchet Straps	4
44 high Rise w/Smooth Bore Nozzle	2
65 High Rise Pack	1

## Nanton Fire Department

Item	Amount
Hose Straps	3
Piercing Nozzle	1
Cellar Nozzle	1
65 mm 22 degree elbow	1
44 mm Fog Nozzle	1
65 mm Selectable fog Nozzle	2
65 Grated Y	1
65 x 44 Grated Y	2
Play Pipe w/ 4 tips	1
65 double Female	3
65 Male	2
65 Female x 44 Male	2
44 double Female	1
44 Double Male	1
Spare Bottles	4
flow Meter Kit	1
44 flow Gauge	1
65 Flow Gauge	1
Pito Gauge	1
Extra Pito Gauge Tip	1
High vol Pony hose	1
65 Pony	1
Stop/Slow Sign	1
Para Tech Air Bag Kit	1
12" Para Tech Lift Bag	1
Air Hoses	3
Dual Controller	1
Relief Valve	3
Pressure Regulator	1
Aquatic airline Adaptor	1
Air hose Repair Ends	6
High Rise Bag	1
Wood Wedges	15
65 to 44 Gated Y	1
Paint Markers	3
Sprinkler Head Stopper	1
Door Wedge	2
Spanner Wrench	2
44 flow Gauge	1
65 Flow Gauge	1
Hydrant Bag	1
Rubber Mallet	1
Hydrant Wrench	1
65 Gate valve	1
Spanner Wrench	2
5" to Stortz Adaptor	1

## Nanton Fire Department

Item	Amount
22 degree 4" to Stortz	1
Stortz x 65 Female Adaptor	1
65 double Female	1
65 Double Male	1
Grass Fire Bag	1
50' Grass Line	2
100' Grass Line	1
65 to 38 Cone Adaptor	1
2" to 1 1/2" Gated Y	1
Grass Line Nozzles	4
Para Tech Lift Bags	2
Air Bag Hard Protection	1
Air Bag Soft Protection	2
24" Pylon	6
K12 Saw	1
Bullet Saw	1
Mixed Gas	1
Straight Gas	1
44" hose line w/Fog Nozzle	8
65" hose line w/Fog Nozzle	4
Water (Cases)	2
Pails of Foam	3
Stokes w/backboard	1
Hivol Lengths	10
65 Lengths (Fast Rack)	6
65 Lengths (Attack Bed)	14
Blitz fire	1
Floor Dry	1
Tarp	2
Short Spade Shovel	1
Door Bar	1
Water main Shut Off	1
Push Broom	2
Grain Scoop	1
Garbage Bags	1
SKED	1
Large Area Search Rope	2
BA Pack	4
Stream light flashlights	4
Gas Monitors	2
Hurst E-Batteries	3
Dragger TIC w/Spare Battery	1
Misc. Old Radios	5
Large Pelican Light	1
Traffic Vests	4
Ear Protection	1

## Nanton Fire Department

Item	Amount
Traffic Wands	2
Booster Cables	1
Tow Chain	1
Spill Kit	1
Scene Tape	1
STARS LZ Kit	1
Strobes	7
Flags	7
M95 Mask	5
MDWC Map	1
MD Vulcan Map	1
MD Foothills Map	1
MD Ranchlands Map	1
Town of Nanton map	1
ERG	1
Command board w/Marker	1
BA Battery Pack	2
New CO Alarms	1
Case of Water	1
Cable Ties	1
Toilet Paper	1
AB Transportation Paperwork	1
Seek TIC	1
UFA Fuel Card	1
Spot Light	1
LMA Size 1, 2, 3,	1
King Tube Size 3, 4, 5	1
Adult king Holder	1
Child LMA Holder	1
100 ml Syringe	1
Manual Suction	1
OPAs	1
Orange	1
Red	1
Yellow	1
Green	1
White	1
Black	1
Bag of Misc. OPAs	1
Adult BVM	1
Child BVM	1
Nasal Cannula	1
Adult NRB	1
Manual Suction	1
Mask Kit	1
Nasal Cannula	1

## Nanton Fire Department

Item	Amount
Nebulizer	1
2 x Ped Aerosol Mask	1
Adult NRB	1
Ear Thermometer w/Probes	1
BGL Kit	1
Monitor Remote	1
4 x Lancets	1
Test Strips	1
4 x 4 Gauge	1
SP02 Sensor	1
Stethoscope	1
Sharps Container	1
Sick Bags	3
Hot Packs	3
Trauma Shears	1
medical Tape	1
10 x 4x4 Gauze	1
5 x Cling Gauze	1
Spit Hood	1
Triangular Bandages	4
IV Kit	1
2 x 24G	1
2 x 22G	1
2 x 20G	1
2 x 18G	1
2 x 16G	1
2 x 14G	1
2 x Locks	1
2 x 10 ml Syringe	1
1 ml Syringe	1
6 x Tagaderms	1
2 x 23G Safety Needle	1
2 x 25G Safety Needle	1
2 x 18G Safety Needle	1
2 x Razors	1
Surgical Tape	1
2 X Saline Vials	1
3 x Alcohol Wipes	1
Nitro Spray	1
Salbutamol	1
Ipratropium Bromide	1
Glucagon	1
2 X Saline Bags	1
2 x Saline Pre Load	1
2 x Drip Set	1
Pack of 4x4 Gauze	1



## Nanton Fire Department

Item	Amount
BP Cuff set w/Pump	3
Narcan Kit	1
3 x Vial of Narcan	1
3 x Needles	1
3 x Alcohol Wipes	1
Gloves	1

### Bush 11

Hurst Battery w/Charger	1
Map Bag	1
MDWC Map	1
Foothills Map	1
Ranchlands Map	1
Vulcan Map	1
Town of Nanton Map	1
Command Board	1
Dry Erase Marker	1
Traffic Vests	2
ERG	1
Winch Controller	1
Bug Spray	1
BA Masks	2
box of N95 Masks	1
Hurst Cabled Battery	1
First Aid Kit	1
UFA Fuel Card	1
Insurance & registration	1
Fire Extinguisher	2
BA Bottles	2
BA Packs	2
Fire Axe	1
FUBAR	1
Fire Broom	1
Pitch Fork	1
Pulaski	1
4' Pry Br	1
3' Pry Bar	1
Pump	1
Spanner Wrenches	2
65 mm Hard Suction	3
Stokes Basket	1
44 ml Hose	3
Saw Box	1
Chains	3
Starter Rope	1

## Nanton Fire Department

Item	Amount
Adjustment Tools	3
Vise Grips	1
Channel Locks	1
13 mm Wrench	1
8 to 10 mm Wrench	1
Allen Key	2
Spark Plug	1
Bar Grease	1
Saw File	1
Engine Lube	1
Bar Oil	1
Chain Saw	1
Straight Gas	1
Mixed Gas	1
Pump Fuel Cell	1
Grass fire Bag	1
50' Grass Line	2
100' Grass Line	2
1.5 to Grass Line Gated Y	2
Grass Line Nozzles	4
Water Thief's	3
Sexless Nozzles	2
65 mm Floating Strainer	1
Toe Strap	1
Air Filter	1
Traffic Triangles	1
44 Wildland Lines	4
44 Line	1
44 Pony Line	1
65 Pony Line	1
Milk Crate	1
Clevises	2
Fencing Players	2
Vice Grips	3
Crescent Wrench	1
1 1/4" Wrench	1
Spanner Wrenches	2
Mallet	1
38 Adjustable Fog Nozzle	2
Hydrant Wrench	1
Cam Lock Adaptor	1
65 mm Gated Y	2
65 to 65 Female Adaptor	1
65 to 77 ml Male Adaptor	1
65 Female to 38 Male Adaptor	1
38 to 38 Male Adaptor	1

## Nanton Fire Department

Item	Amount
38 to 38 Female Adaptor	1
Pitch Fork	1
Square Nose Shovel	2
Macleod Tool	1
Spade	1
Water Bottles	1

### Engine 11-1

65 mm Gate Valve	1
Hydrant Wrench	1
Dead Blow Hammer	1
65 Female to 100 ml Stortz	1
5" to Stortz	1
4" to Stortz	1
Spanner Wrench	2
65 to 28 Gated Y	1
65 mm Spanner	2
Sprinkler Shut off	1
Paint Marker	1
65 ml inline pressure gauge	1
38 ml inline pressure gauge	1
Wedges	2
100' Wildland Hose w/Nozzle	2
50' Wildland Hose w/Nozzle	2
Wildland Nozzle	4
Water Thief	3
38 to Garden Hose Gated Y	2
Forestry to 38 mm Male Adaptor	4
Forestry Nozzle	2
Forestry to 38 mm Female Adaptor	2
Generator	1
Forestry Hose	4
65 mm Pony Line	1
Hi Vol Pony Hose	1
Hi Vol Hose	1
50' Extension Cord	1
100' Extension Cord	1
SEBA	4
Multro Battery	1
Safety Vests	5
Alcohol Hand Cleaner	1
Flat of Water	1
Map Books (set)	1
ERG	1

## Nanton Fire Department

Item	Amount
Command Board	1
12 Volt Scene Light	1
Fire Extinguisher	1
Registration	1
Fuel Card	1
Thermal Imaging Camera	1
Multi-gas detector	1
44 mm attack line	4
38 mm automatic fog nozzle	1
Macleod Tool	1
Wildland Water Packs	3
Short D-Handled Shovels	2
44 ml High Rise Attack Hose	2
Smooth Bore Nozzles	2
High rise hose bundles with straps	6
fire Brooms	4
Pitchfork	1
Short D-Handled Hook	1
Push Broom	1
Halogen	1
Sludge Axe	1
Irons strap (set)	1
Sledge Hammer	1
Pinch Point Pry Bar	1
Low level Jet Siphon	1
65 mm caps	2
6" cap	1
65 ml to 100 ml Siamese Adaptor	1
Stackable Tips (set)	1
65 ml D-Handle	1
65 Female to 100 ml Stortz Adaptor	2
65 ml Gated Y	1
Stortz Wrench	2
38 ml Adjustable Gallonage Nozzle	1
38 auto nozzle	1
65 ml Double Female	2
65 ml Double Male	2
65 ml to 38 ml Male	2
38 ml Double Female	2
Wildland First Responder Kits	4
54000 lb Recovery Strap	1
Turbo Flare Kit	1
Hand Tool Kit	1
2 1/8" Recovery Shackles	2
Utility Ropes	2
First Aid Kit	1

## Nanton Fire Department

Item	Amount
Road Triangle	1
Grand 70 Chain	2
black Tool Box	1
Hurst Electric Combo-Tool	1
Carton of Cribbing	1
Small Hard Protection Board	1
Small Rescue 42	2
Large Rescue 42	2
Pick Axes	4
Triangle Shackle	1
Cleated Base	1
Screw Jack Head	1
Rated Ratchet Straps	4
Pick Head fire Axe	1
Polesky Fire Axe	1
36" Bolt Cutter	1
Dry Wall Hook	1
FUBAR Tool	1
Stop Slow Sign	1
Stop Slow Sign Pole	1
Fire Scene Tape	1
LED Batons	2
Collapsible Pylons	10
Pelican Light	1
PPV Fan	1
Emergency Sign Collapsible	1
18" Pylons	6
RV Antifreeze Spray	1
44 mm attack line	4
38 ml Fog Auto nozzle	1
6" Hard Suction Line	1
Long Pipe Pole	1
900 ml Hi-Vol Hose	9
Horculite Salvage Hose	2
44 ml Attack Lines	7
65 ml Attack Lines	15
65 ml Task Force Auto Fog Nozzle	1
6" Hard Suction Line	1
6" Strainer	1
Pails of Foam	4
Foam Pail Hose	1
Foam Pail Wrench	1
Round Base Monitor	1
Shot Mallet	2
65 ml spanner wrench	2
hydrant Wrench	1

# Nanton Fire Department

Item	Amount
Roof Ladder	1
Attic Ladder	1
Extension ladder	1
Pipe Hole	1
5" Hard Suction Line	1

## Nanton Fire Department

Item	Amount
<b>Response 11</b>	
Pelican light	1
Pilons	7
Scuba w/mask	1
Roll Scene tape	1
Water Rescue Rope	1
Pack Respirator Wipes	1
Bolt Cutters (sets)	1
Stop/Slow Sign	1
Generator	1
Fuel Can	1
Jack	1
Chain	1
Battery	1
Fuse Panel	1
Tire Iron	1
Jack Handle	1
Scene Light	1
Emergency Sign	1
Scoop Stretcher	1
Back Board	1
C-Spine Kits	2
C-Collars L/S	1
Head Roll	1
Triangle Bandages	2
Straps	4
Rolls of tape	2
Towel	1
MSA Alarm	1
Life Pak	1
12 Lead with Pads	1
SBO Attachment	1
Adult BP Cuff	1
4 Lead	1
Enfant SPO2 Monitor	1
Pack of Electro Pads	1
Pediatric Electro Pads	1
Packs of Foam Electro Pads	2
Vomit Bag	2
Neonatal SPO2	1
Ambient Shield	1
Lams Score Sheet	1
BGL Kit	1
Monitor	1
Accu Check	1
Bandages	5

## Nanton Fire Department

Item	Amount
Alcohol Wipes	1
Gauze Pads	1
Thermometer	1
Clipper	1
Large adult BP Cuff	2
Child BP Cuff	2
Enfant BP Cuff	2
Adult D-Fib Pads	2
Pediatric D-Fib Pad	1
Airway Kit	1
Nebulizer Kit	1
Manual Suction	1
SPO2 Tank	1
Smart Bag Valve Mask	1
Nasal Cannula	3
NRB Mask	2
Child Bag Valve mask	1
Adult Nasal Smart Capnoline Plus O2	2
Trauma Bag	3

### Tender 11

Fire Extinguisher	1
MDWC Map	1
Foothills Map	1
Ranchlands Map	1
Vulcan Map	1
Town of Nanton Map	1
Command Board	1
Dry Erase Marker	1
ERG	1
Registration & Insurance	1
Wildland Masks	2
UFA Fuel Card	1
Truck Check Binder	1
1 x 44 Pony	1
3 x 44 Lines	1
Adjustable Fog Nozzle	1
Pump	1
Anti-Freeze Spray	1
methyl Hydrate Spray	1
Dead Blow	1
Traffic Triangles	1
First Aid Kit	1
Hi-Vol Pony	1



## Nanton Fire Department

Item	Amount
2 x 65 Pony	1
44 Pony	1
Socket Kit	1
Hydrant Bag	1
Spanner Wrench	2
Hydrant Wrench	1
Dead Blow	1
65 Gated Y	1
Hydrant Gate	1
5" Stortz Adaptor	1
4" Stortz Adaptor	1
Assorted Adaptor Box	1
65 Dbl Female	1
65 Dbl Male	1
38 Dbl Female	1
65 Female to 38 Male	1
77 Camlock Adapter	1
Mix Adapters	1
2 - 65 Line	1
1 x 65 Pony	1
2 x 44 Line	1
Chain	1
125 Hard Suction	1
65 Hard Suction	1
Port-a-Tank	1
125 Hard Suction	1
65 Hard Suction	1
6" Strainer	1
6" Floating Strainer	1
6" Low Profile Strainer	1
65 floating Strainer	1
65 Strainer	1
Utility Rope	1
Trash Pump	1
Straight Gas	1
Foam	1

### Rescue 11

RV Anti-Freeze	1
Monitor Remote	1
Pump Chart	1
AED	1
Battery OK	1
2 x Adult Pad	1
2 x Child Pad	1

## Nanton Fire Department

Item	Amount
Razor	1
C-Color Bag w/Straps	1
Trauma Bag	1
Airway Bag	1
1 1/4 Wrench	1
SAS Pack	1
Full BA Bottle	1
SAS Hose	1
Fire Extinguisher	1
2 x Spanner Wrench	1
Foam Wrench	1
Duct Tape	1
Iron Sets	2
Bolt Cutters	1
Denver Tool	1
Fubar	1
Pry Axe	1
Fire Axe	2
Pry Bar	2
Sledge Hammer	1
VX Halogen	1
Spare Bottles	3
cordless Sawzall W/Blades	1
B-Post Simulator	1
Come-a-Long	1
Crash Kit	1
Blanket	1
Soft Protection	5
Gorilla Tape	1
Hurst E-Spreaders	1
Hurst E-Cutters	1
Socket Set	1
Tool Box	1
Allen Key Sets	2
Torx Set	1
Wire Strippers	1
Pliers	2
Crescent Wrench	2
Vise Grips	4
Hack Saw blades	6
Extra Knife Blades	1
Window Punch	1
Electrical Tape	2
Pad Loc w/Key	1
Screw Drivers	6
Hack Saw blades	1

## Nanton Fire Department

Item	Amount
Side Cutters	1
Glass Master	1
Fencing Pliers	1
Tin Snips	1
Bungee Cords	2
Pipe Wrench	1
Utility Knife	1
Wonder Bar	1
Cable Cutters	1
Hammer	1
Cutting Pliers	1
Sawzall Blades	1
Rescue Wrench	1
Door Wedge	3
Holmatro Power Pack	1
Holmatro Cutters	1
Holmatro Spreaders	1
Holmatro Ram	1
Hydro Hose	2
Attic Ladder	1
Pike Pole	2
Electric Fan	1
Yamaha Generator	1
100' Power Cord	1
50' Power Cord	1
14' Roof Ladder	1
24' Extension Ladder	1
Ceiling Hook	1
Attic Ladder	1
Pike Pole	2
Rescue Chain	2
Dead blow Mallet	1
Cribbing Crates	3
Step Chocks	6
Staging Tarp	1
Hard Protection	1
Rescue 42 Short Struts	2
Rescue 42 Long Struts	2
Ground Pickets	6
Rescue 42 Acc Bag	1
Assorted Inserts	3
Cluster Hook	1
Strut Pins	3
Ratchet Straps	4
44 high Rise w/Smooth Bore Nozzle	2
65 High Rise Pack	1

## Nanton Fire Department

Item	Amount
Hose Straps	3
Piercing Nozzle	1
Cellar Nozzle	1
65 mm 22 degree elbow	1
44 mm Fog Nozzle	1
65 mm Selectable fog Nozzle	2
65 Grated Y	1
65 x 44 Grated Y	2
Play Pipe w/ 4 tips	1
65 double Female	3
65 Male	2
65 Female x 44 Male	2
44 double Female	1
44 Double Male	1
Spare Bottles	4
flow Meter Kit	1
44 flow Gauge	1
65 Flow Gauge	1
Pito Gauge	1
Extra Pito Gauge Tip	1
High vol Pony hose	1
65 Pony	1
Stop/Slow Sign	1
Para Tech Air Bag Kit	1
12" Para Tech Lift Bag	1
Air Hoses	3
Dual Controller	1
Relief Valve	3
Pressure Regulator	1
Aquatic airline Adaptor	1
Air hose Repair Ends	6
High Rise Bag	1
Wood Wedges	15
65 to 44 Gated Y	1
Paint Markers	3
Sprinkler Head Stopper	1
Door Wedge	2
Spanner Wrench	2
44 flow Gauge	1
65 Flow Gauge	1
Hydrant Bag	1
Rubber Mallet	1
Hydrant Wrench	1
65 Gate valve	1
Spanner Wrench	2
5" to Stortz Adaptor	1

## Nanton Fire Department

Item	Amount
22 degree 4" to Stortz	1
Stortz x 65 Female Adaptor	1
65 double Female	1
65 Double Male	1
Grass Fire Bag	1
50' Grass Line	2
100' Grass Line	1
65 to 38 Cone Adaptor	1
2" to 1 1/2" Gated Y	1
Grass Line Nozzles	4
Para Tech Lift Bags	2
Air Bag Hard Protection	1
Air Bag Soft Protection	2
24" Pylon	6
K12 Saw	1
Bullet Saw	1
Mixed Gas	1
Straight Gas	1
44" hose line w/Fog Nozzle	8
65" hose line w/Fog Nozzle	4
Water (Cases)	2
Pails of Foam	3
Stokes w/backboard	1
Hivolt Lengths	10
65 Lengths (Fast Rack)	6
65 Lengths (Attack Bed)	14
Blitz fire	1
Floor Dry	1
Tarp	2
Short Spade Shovel	1
Door Bar	1
Water main Shut Off	1
Push Broom	2
Grain Scoop	1
Garbage Bags	1
SKED	1
Large Area Search Rope	2
BA Pack	4
Stream light flashlights	4
Gas Monitors	2
Hurst E-Batteries	3
Dragger TIC w/Spare Battery	1
Misc. Old Radios	5
Large Pelican Light	1
Traffic Vests	4
Ear Protection	1

## Nanton Fire Department

Item	Amount
Traffic Wands	2
Booster Cables	1
Tow Chain	1
Spill Kit	1
Scene Tape	1
STARS LZ Kit	1
Strobes	7
Flags	7
M95 Mask	5
MDWC Map	1
MD Vulcan Map	1
MD Foothills Map	1
MD Ranchlands Map	1
Town of Nanton map	1
ERG	1
Command board w/Marker	1
BA Battery Pack	2
New CO Alarms	1
Case of Water	1
Cable Ties	1
Toilet Paper	1
AB Transportation Paperwork	1
Seek TIC	1
UFA Fuel Card	1
Spot Light	1
LMA Size 1, 2, 3,	1
King Tube Size 3, 4, 5	1
Adult king Holder	1
Child LMA Holder	1
100 ml Syringe	1
Manual Suction	1
OPAs	1
Orange	1
Red	1
Yellow	1
Green	1
White	1
Black	1
Bag of Misc. OPAs	1
Adult BVM	1
Child BVM	1
Nasal Cannula	1
Adult NRB	1
Manual Suction	1
Mask Kit	1
Nasal Cannula	1

## Nanton Fire Department

Item	Amount
Nebulizer	1
2 x Ped Aerosol Mask	1
Adult NRB	1
Ear Thermometer w/Probes	1
BGL Kit	1
Monitor Remote	1
4 x Lancets	1
Test Strips	1
4 x 4 Gauge	1
SP02 Sensor	1
Stethoscope	1
Sharps Container	1
Sick Bags	3
Hot Packs	3
Trauma Shears	1
medical Tape	1
10 x 4x4 Gauze	1
5 x Cling Gauze	1
Spit Hood	1
Triangular Bandages	4
IV Kit	1
2 x 24G	1
2 x 22G	1
2 x 20G	1
2 x 18G	1
2 x 16G	1
2 x 14G	1
2 x Locks	1
2 x 10 ml Syringe	1
1 ml Syringe	1
6 x Tagaderms	1
2 x 23G Safety Needle	1
2 x 25G Safety Needle	1
2 x 18G Safety Needle	1
2 x Razors	1
Surgical Tape	1
2 X Saline Vials	1
3 x Alcohol Wipes	1
Nitro Spray	1
Salbutamol	1
Ipratropium Bromide	1
Glucagon	1
2 X Saline Bags	1
2 x Saline Pre Load	1
2 x Drip Set	1
Pack of 4x4 Gauze	1

## Nanton Fire Department

Item	Amount
BP Cuff set w/Pump	3
Narcan Kit	1
3 x Vial of Narcan	1
3 x Needles	1
3 x Alcohol Wipes	1
Gloves	1

### Bush 11

Hurst Battery w/Charger	1
Map Bag	1
MDWC Map	1
Foothills Map	1
Ranchlands Map	1
Vulcan Map	1
Town of Nanton Map	1
Command Board	1
Dry Erase Marker	1
Traffic Vests	2
ERG	1
Winch Controller	1
Bug Spray	1
BA Masks	2
box of N95 Masks	1
Hurst Cabled Battery	1
First Aid Kit	1
UFA Fuel Card	1
Insurance & registration	1
Fire Extinguisher	2
BA Bottles	2
BA Packs	2
Fire Axe	1
FUBAR	1
Fire Broom	1
Pitch Fork	1
Pulaski	1
4' Pry Br	1
3' Pry Bar	1
Pump	1
Spanner Wrenches	2
65 mm Hard Suction	3
Stokes Basket	1
44 ml Hose	3
Saw Box	1
Chains	3
Starter Rope	1



## Nanton Fire Department

Item	Amount
Adjustment Tools	3
Vise Grips	1
Channel Locks	1
13 mm Wrench	1
8 to 10 mm Wrench	1
Allen Key	2
Spark Plug	1
Bar Grease	1
Saw File	1
Engine Lube	1
Bar Oil	1
Chain Saw	1
Straight Gas	1
Mixed Gas	1
Pump Fuel Cell	1
Grass fire Bag	1
50' Grass Line	2
100' Grass Line	2
1.5 to Grass Line Gated Y	2
Grass Line Nozzles	4
Water Thief's	3
Sexless Nozzles	2
65 mm Floating Strainer	1
Toe Strap	1
Air Filter	1
Traffic Triangles	1
44 Wildland Lines	4
44 Line	1
44 Pony Line	1
65 Pony Line	1
Milk Crate	1
Clevises	2
Fencing Players	2
Vice Grips	3
Crescent Wrench	1
1 1/4" Wrench	1
Spanner Wrenches	2
Mallet	1
38 Adjustable Fog Nozzle	2
Hydrant Wrench	1
Cam Lock Adaptor	1
65 mm Gated Y	2
65 to 65 Female Adaptor	1
65 to 77 ml Male Adaptor	1
65 Female to 38 Male Adaptor	1
38 to 38 Male Adaptor	1

## Nanton Fire Department

Item	Amount
38 to 38 Female Adaptor	1
Pitch Fork	1
Square Nose Shovel	2
Macleod Tool	1
Spade	1
Water Bottles	1

### Engine 11-1

65 mm Gate Valve	1
Hydrant Wrench	1
Dead Blow Hammer	1
65 Female to 100 ml Stortz	1
5" to Stortz	1
4" to Stortz	1
Spanner Wrench	2
65 to 28 Gated Y	1
65 mm Spanner	2
Sprinkler Shut off	1
Paint Marker	1
65 ml inline pressure gauge	1
38 ml inline pressure gauge	1
Wedges	2
100' Wildland Hose w/Nozzle	2
50' Wildland Hose w/Nozzle	2
Wildland Nozzle	4
Water Thief	3
38 to Garden Hose Gated Y	2
Forestry to 38 mm Male Adaptor	4
Forestry Nozzle	2
Forestry to 38 mm Female Adaptor	2
Generator	1
Forestry Hose	4
65 mm Pony Line	1
Hi Vol Pony Hose	1
Hi Vol Hose	1
50' Extension Cord	1
100' Extension Cord	1
SEBA	4
Multro Battery	1
Safety Vests	5
Alcohol Hand Cleaner	1
Flat of Water	1
Map Books (set)	1
ERG	1

## Nanton Fire Department

Item	Amount
Command Board	1
12 Volt Scene Light	1
Fire Extinguisher	1
Registration	1
Fuel Card	1
Thermal Imaging Camera	1
Multi-gas detector	1
44 mm attack line	4
38 mm automatic fog nozzle	1
Macleod Tool	1
Wildland Water Packs	3
Short D-Handled Shovels	2
44 ml High Rise Attack Hose	2
Smooth Bore Nozzles	2
High rise hose bundles with straps	6
fire Brooms	4
Pitchfork	1
Short D-Handled Hook	1
Push Broom	1
Halogen	1
Sludge Axe	1
Irons strap (set)	1
Sledge Hammer	1
Pinch Point Pry Bar	1
Low level Jet Siphon	1
65 mm caps	2
6" cap	1
65 ml to 100 ml Siamese Adaptor	1
Stackable Tips (set)	1
65 ml D-Handle	1
65 Female to 100 ml Stortz Adaptor	2
65 ml Gated Y	1
Stortz Wrench	2
38 ml Adjustable Gallonage Nozzle	1
38 auto nozzle	1
65 ml Double Female	2
65 ml Double Male	2
65 ml to 38 ml Male	2
38 ml Double Female	2
Wildland First Responder Kits	4
54000 lb Recovery Strap	1
Turbo Flare Kit	1
Hand Tool Kit	1
2 1/8" Recovery Shackles	2
Utility Ropes	2
First Aid Kit	1

## Nanton Fire Department

Item	Amount
Road Triangle	1
Grand 70 Chain	2
black Tool Box	1
Hurst Electric Combo-Tool	1
Carton of Cribbing	1
Small Hard Protection Board	1
Small Rescue 42	2
Large Rescue 42	2
Pick Axes	4
Triangle Shackle	1
Cleated Base	1
Screw Jack Head	1
Rated Ratchet Straps	4
Pick Head fire Axe	1
Polesky Fire Axe	1
36" Bolt Cutter	1
Dry Wall Hook	1
FUBAR Tool	1
Stop Slow Sign	1
Stop Slow Sign Pole	1
Fire Scene Tape	1
LED Batons	2
Collapsible Pylons	10
Pelican Light	1
PPV Fan	1
Emergency Sign Collapsible	1
18" Pylons	6
RV Antifreeze Spray	1
44 mm attack line	4
38 ml Fog Auto nozzle	1
6" Hard Suction Line	1
Long Pipe Pole	1
900 ml Hi-Vol Hose	9
Horculite Salvage Hose	2
44 ml Attack Lines	7
65 ml Attack Lines	15
65 ml Task Force Auto Fog Nozzle	1
6" Hard Suction Line	1
6" Strainer	1
Pails of Foam	4
Foam Pail Hose	1
Foam Pail Wrench	1
Round Base Monitor	1
Shot Mallet	2
65 ml spanner wrench	2
hydrant Wrench	1

## Nanton Fire Department

Item	Amount
Roof Ladder	1
Attic Ladder	1
Extension ladder	1
Pipe Hole	1
5" Hard Suction Line	1

## Stavely Fire Department

Item	Amount
<b>RESCUE 12</b>	
Mini Cones	11
Hold Down Chains	8
Helmet	1
Fence Stretcher	1
Batons	4
Rotating Beacons	6
class A foam	2
EMT bag	1
Reflective vest	1
Emergency sign	1
Straps for struts	4
Strut sets	2
Scoop stretcher	1
tarp	1
back board and straps	1
detour signs	2
stop sign	1
blankets	3
emerg. Blankets	3
assort. Splints	1
burn kit	1
bandage kit	1
air way bag	1
collars	1
SCBA	1
Honda 5000 generator	1
Gas can	1
Extension cord	1
Single portable light	1
Double portable light	1
Sawzall	1
pry bar	1
bolt cutter	1
glass master	1
paratech tool	1
halogen tool	1
glass mask	1
tarp	1
Hurst spreader tool	1
Hurst combi. Tool	1
Hurst cutter	1
Hurst batteries	1
Hurst ram	1
fire axe	1
sledge hammer	1

## Stavely Fire Department

Item	Amount
<b>BUSH 12</b>	
Floor dry, 25kg	2
Halogen light and stand.	1
Extra oxygen for medical	1
First responder medical bag.	1
Medical gloves	1
SCBA cylinders	4
MSA SCBA packs	2
Brooms	2
Fire axe	4
50 ft of fire hose	2
fog nozzle	1
Macleod tool	1
foam adaptor	1
2 1/2 suction screen	1
assorted cam/locks	1
Chain saw	1
38 mm nozzle	2
38mm pony hose 50 ft	2
water packs	3
Traffic sign	1
traffic cones	4
Highway sign	1
Bolt cutters	1
1 x 25ft of 38 mm hose	1
Safety vests	2
First aid kit. Back up kit	1
Flash lights	2
Command board	1

<b>RPUMP 12</b>	
command board	1
Gas detector	1
maps	1
Resource binder	1
Emergency response book	1
SCBA complete set	3
Fire extinguisher	1
Safety vests	2
Flash lights	3
Thermal image camera	1
First aid, kit	1
Glass master	1
Bolt cutter	1

## Stavelly Fire Department

Item	Amount
Small shovel	1
large hammer	1
Fire axe	1
pry bar	1
Cut off saw	1
5 L of gas,	1
2 pike poles	1
14 ft ladder	1
24 ft ladder	1
Suction hose ( hard suction line)	2
Suction hose ( small line)	2
Hydrant valves	2
hydrant wrench	2
nozzle wrenches	2
Box of assorted connectors (hose)	2
38 mm fire hose (50 FT)	6
Grass fire brooms	3
SCBA complete sets	2
SCBA cylinders	2
Exhaust fan	1
Floor dry	4
A/B foam	6
Brooms	2
Forks and shovels	4
65 mm hose (50 ft)	9
Cross lay fire hose 38 mm	3
SCBA in back compartment: compete sets	2
SCBA cylinders above wheels	2



## Stavelly Fire Department

Item	Amount
<b>TANK 12</b>	
SCBA sets	2
SCBA cylinders	2
Bolt cutter	1
Pipe wrench	1
Hydrant valve	1
Double female adaptor 65 mm	1
water/trash pump 65 mm portable	1
various cam/locks	1
Class A foam	2
Pry bar	1
Emergency sign	1
Cross lay fire hose 38 mm 50 ft	6
38 mm nozzles	2
Hydrant valve and wrench	2
Suction hose, large 2 lengths	1
Suction hose, small 2 lengths	1
Portable fold down tank/bladder 1500 gal.	1
Suction strainer for 65 mm	1
Extension ladder	1
65 mm fire hose (50 FT)	14
Emergency sign	1
pike poles	2
Fork and shovel	2
Stop / yield sign	1
Oil spill kit	1

### **RANGER 12 AND ICE RESCUE EQUIPMENT**

Ice rescue suits (mustang) - Large	2
Ice rescue suits (mustang) - Small	1
Life jackets	8
Water shoes	5
Throw ropes	3
Helmets	4
Water rescue noodles	3
Ice picks	1
Throw bags. (25 ft)	3
lengths of rope (50 ft)	2
safety harness	2
BA air cylinders	2
Rescue alive ice/water rescue device	1
RDC rapid deploy craft	1
Ice cleats	2
small suction hose	3
spot light	1



## Municipal District of Willow Creek #26 For Decision

Agenda Item #

Date Submitted: June 19, 2020

Originated by: Cindy Chisholm, Mgr. of Planning & Development

.Subject: Request to keep 3 horses on 4.99 acres on  
Lt 1; Blk 1; Pln 1110137 (Ptn. SE 01-16-29-W4)

### **RECOMMENDATION**

To consider the request and if approved, Administration will send a letter of approval to Jess Starke, allowing there be three (3) horses to be kept on the property

### **SUMMARY**

A letter of request was received from Jess Starke, seeking approval from the MD to keep 3 horses on an 4.99 acre parcel that they are interested in purchasing. Currently there is a condition on the sale of the property, for an approval from the MD to keep 3 horses.

The subdivision Lot 1; Block 1; Plan 1110137 was created in 2011.

The MD Agricultural Fieldman Carla Preachuk did an inspection of the property on June 18<sup>th</sup> and feels the lands are suitable and would accommodate 3 horses.

The potential new owners are proposing to fence the north side of the property for pasture. Hay will also be provided as needed. Shelters are proposed, which will require a development permit approval from the MD, if they are more than 150 sq. ft in size.

Depending on where the septic field is located, it is advised that area not be uses as pasture for the horses.

### **BACKGROUND**

Pursuant to the Land Use Bylaw 1826, Schedule Keeping of Animals, Section 23(4) A person may be allowed to keep animals, livestock, or fowl in excess of the number specified in Section 23(3) if, in the opinion of the Municipal Planning Commission, the site is suitable for such use and it is determined the additional numbers would not create a nuisance for neighboring properties.

### **ATTACHMENTS**

- Starke, Jess – Request letter – 3 horses
- Acreage information
- Aerial photo Lot 1; Block 1; Plan 1110137

Prepared By:

Director / CAO / Committee

Reviewed and Approved for Agenda

Chief Administrative Officer

June 17<sup>th</sup> 2020

Plan 1110137 – Block 1 – Lot 1

SE - 1 - 16 - 29 - W4M

290016 Twp Rd. 160

We would like to present this letter to Council at the MD of Willow Creek. Regarding Land Use Bylaw 1826, Schedule 4, section 23 Keeping of Animals, No. 4: We are seeking approval from the MD to keep 3 horses on an acreage (4.99 acres) we are interested in purchasing. The seller has not yet provided us with a current RPR but we have attached aerial photos of the property outlining our forecasted use. The house, shop and a small storage shed all sit on a 2- acre parcel that has been perimeter fenced. The additional 3 acres are said to be on the north side of the property and have yet to be fenced. These 3 acres are grass and will make great pasture. We will be fencing the 3 acres for grass and buying hay as we need to feed the horses. There is also a triangular piece of land that is currently yard that we will also fence for the horses. The 2 existing hydrants that will provide water and we will build some shelters.

Land Use Bylaw 1826, Schedule 4, section 23 Keeping of Animals, No. 4:

*'A person may be allowed to keep animals, livestock, or fowl in excess of the number specified in Section 23(3) if, in the opinion of the Municipal Planning Commission, the site is suitable for such use and it is determined the additional numbers would not create a nuisance for neighboring properties.'*

Thank you for your consideration

Jess Starke

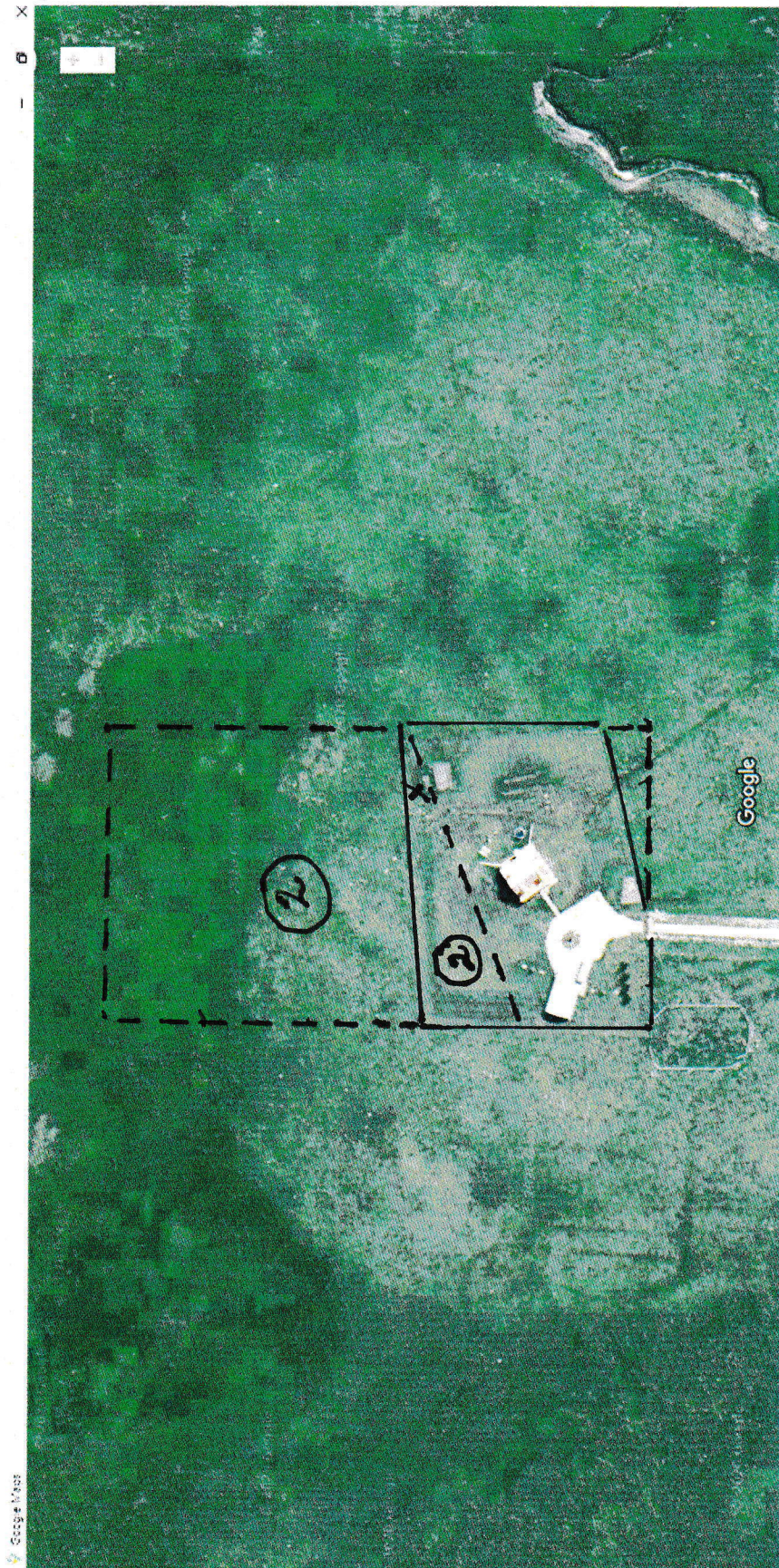






Portion SE 1-16-29 W4M  
 T1an 1110137 Blk 1 Lot 1

Schedule 1



**Legend**

———— Current fenced area  $\approx$  2 acres ① See Schedule 1

- - - - - Proposed fence to be completed  
 $\approx$  3 acres

② Pasture

X Stock waterer



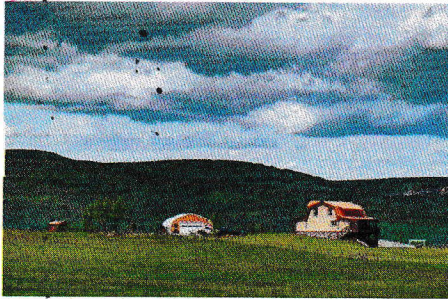
Marj Bird  
HOMELIFE CENTRAL REAL ESTATE SERVICES  
marjbird.realtor@gmail.com

Schedule 2

## 290016 Twp Rd 160

W: 4 R: 29 T: 16 S: 1 Q: Southeast

C4301223 Active



**Class:** Detached  
**Type:** Detached  
**Style:** 1 & Half St  
**Year Built:** 2012  
**LINC #:** 0034647941  
**Legal Plan:** 1110137

Blk: 1

Lot: 1

**LP:** \$650,000  
**OP:** \$650,000  
**CDOM:** 8  
**Area:** Rural Willow Creek M.D.  
**Total Acreage:** 4.99  
**Community:** None 8888  
**Postal Code:** TOL 1R0  
**Condo Type:** Not a Condo  
**Possession:** 30  
**LP/SF:** \$319.4

**Land Use:** CR  
**Title to Land:** Fee Simple  
**Conform Rpt:**  
**Restrictions:** Easement Registered On Title, Utility Right Of Way

New Hm:

**Tax Amt/Yr:** \$3,117/2019  
**Local Imp Amt:**  
**HOA:** No  
**Condo Fee:**

**Member Only Remarks:** There are 2 hydrants, one at the shop and the 2nd one is located east of the house, this hydrant has power run to it for a future livestock waterer. There is an easement across the land for the laneway and an easement will be put in place for the well as it is located in the SE corner of the quarter. Seller owns the balance of the land. The house is log and on the exterior there is 1/2 log vinyl siding. The fenced yard is 2 acres, seller will split cost of fencing. Ask Realtor about woodstove chimney.

If country living has always been your dream here is the perfect property to turn your dreams into reality. This acreage has stunning 360 degree views, is fenced and landscaped, offers a 2035 sq.ft fully developed log home, a 30' x 40' metal clad shop/garage with 220 power, asphalt circular driveway and is a quick 10 minute drive to Nanton with over half that drive on pavement. You will love the feel from the minute you drive up with exposed aggregate sidewalks leading to a welcoming covered front verandah. The kitchen boast hickory cabinets, granite tile countertops and infloor heat, the dining area has access to the spacious east facing deck and the corner wood stove in the living room makes for warm and cozy days. Some features include wood ceilings, log railing in the loft, whiskey barrel sink, steam shower in the MB ensuite, spacious pantry, plumbing for a future wet bar, exposed aggregate concrete patio, infloor heat in basement, laundry & back entry. Truly a perfect place for you and your family!

**Directions:** Highway 533 west of Nanton for 4.5 miles to Basin Road, south on Basin Road for 2 miles to Township Road 160, East on Township Road 160 and the property is the first property on the North side of the road.

## Rooms &amp; Measurements

Room Type	Dim/M	Dim/Ft	Level	Room Type	Dim/M	Dim/Ft	Level	Bedrooms A/T: 4/5 Rms Abv: 9 F/H Baths: 3/1					
Living Rm	3.7X6.2	12'0"X20'5"	M	Dining Rm	3.6X4.6	11'9"X14'11"	M	<b>Baths:</b>	<b>2P</b>	<b>3P</b>	<b>4P</b>	<b>5P</b>	<b>6P</b>
Kitchen	3.5X3.8	11'7"X12'7"	M	Mstr Bed	3.6X3.5	11'8"X11'7"	M		1	0	2	0	0
Laundry	4.2X2.5	13'10"X8'3"	M	Office	2.2X2.6	7'4"X8'7"	M	<b>EnSt Bth:</b>	0	1	0	0	0
Bedroom	3.6X3.6	11'9"X11'10"	U	Bedroom	3.6X4.6	11'11"X15'1"	U	<b>Level</b>	<b>Mtr2:</b>	<b>Sq Ft</b>			
Bedroom	3.0X3.6	9'10"X11'8"	U	Bedroom	4.6X3.4	14'11"X11'0"	B	<b>Main:</b>	113.25	1,219			
Rec Rm	7.0X5.9	23'1"X19'4"	B	Storage	2.4X3.3	7'10"X10'8"	B	<b>Upper:</b>	75.81	816			
Utility Rm	4.9X2.2	16'1"X7'3"	B					<b>Above Grade:</b>					
								<b>Lower:</b>	109.53	1,179			
								<b>Below Grade:</b>					
								<b>Total A.G.</b>	189.06	2,035			

## Property Information

<b>Basement:</b>	Full, Walkout/Walk Up-Fully Finished	<b>Bsmnt Dev Permit:</b>		
<b>Suite:</b>	Suite - None	<b>Heating:</b>	Fan Coil, In Floor Heat System, Wood Stove	<b>Fuel:</b> Natural Gas Paid For
<b>Construction:</b>	Log	<b>Fin FP/Rgh-In:</b>	1/	<b>FP Fuel:</b> Wood Only
<b>Foundation:</b>	Concrete	<b>Lot Shape:</b>	Rectangular	
<b>Exterior:</b>	Log Siding, See Remarks	<b>Lot Sq M:</b>	20,193.66 m2/ 4.99 Acres	
<b>Roof Type:</b>	Metal	<b>Frntg X Depth:</b>		
<b>Front Exp:</b>	Southwest	<b>Flooring:</b>	Carpet, Hardwood, Laminate Flooring	
<b>Garage Dim:</b>	30' x 40'			
<b>Parking:</b>	6/220 Volt Wiring, Front Drive Access, Shop			
<b>Num Finished Lvl:</b>	3			
<b>Features:</b>	Deck, Dog Run-Fenced In, No Smoking Home, Vaulted Ceiling, Workshop			
<b>Site Influences:</b>	Fenced, Hillside, Landscaped, Private Setting, Schools, Treed Lot, View			
<b>Goods Included:</b>	Dishwasher-Built-In, Dryer, Garage Control, Garage Opener, Refrigerator, Storage Shed, Stove-Electric, Vacuum System Attachments, Vacuum System(s), Washer, Window Coverings-All			
<b>Goods Excluded:</b>				

## Rural

<b>911 Address:</b>	290016 Twp Rd 160	<b>Heating Desc:</b>	Paid For	<b>Total Acres:</b>	4.99
<b>Road Access:</b>	Gravel	<b>Power Desc:</b>	Paid For	<b>Acres Cleared:</b>	
<b>Water Supply:</b>	Drilled Well	<b>Phone Desc:</b>	None	<b>Acres Cult:</b>	
<b>Water GPM:</b>	6	<b>Sewer/Septic:</b>	Septic Tank & Field	<b>Acres Pasture:</b>	
<b>Depth of Well:</b>	120	<b>Yr Sewer Cleaned:</b>		<b>Acres Fenced:</b>	
<b>Water Report Yr:</b>	1989			<b>Acres Irrigated:</b>	
<b>Bus Svc:</b>				<b>Acres Water Rights:</b>	
<b>Nearest Town:</b>	Nanton			<b>Acres Leasehold:</b>	
<b>School District:</b>	Livingstone Range	<b>Jr/Mid Schl:</b>	JT Foster	<b># Parcels:</b>	
<b>Elem School:</b>	AB Daley	<b>Other School:</b>			
<b>High School:</b>	JT Foster			<b>LP/Acre:</b>	\$130,260.52
<b>School Bus:</b>	Yes				

## Agent &amp; Office Information

List REALTOR@: Allison I IsBell Allison@livelyrealty.com  
List Firm: LIVELY REALTY LTD.

Appt:  
Agent Name

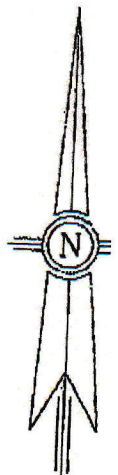
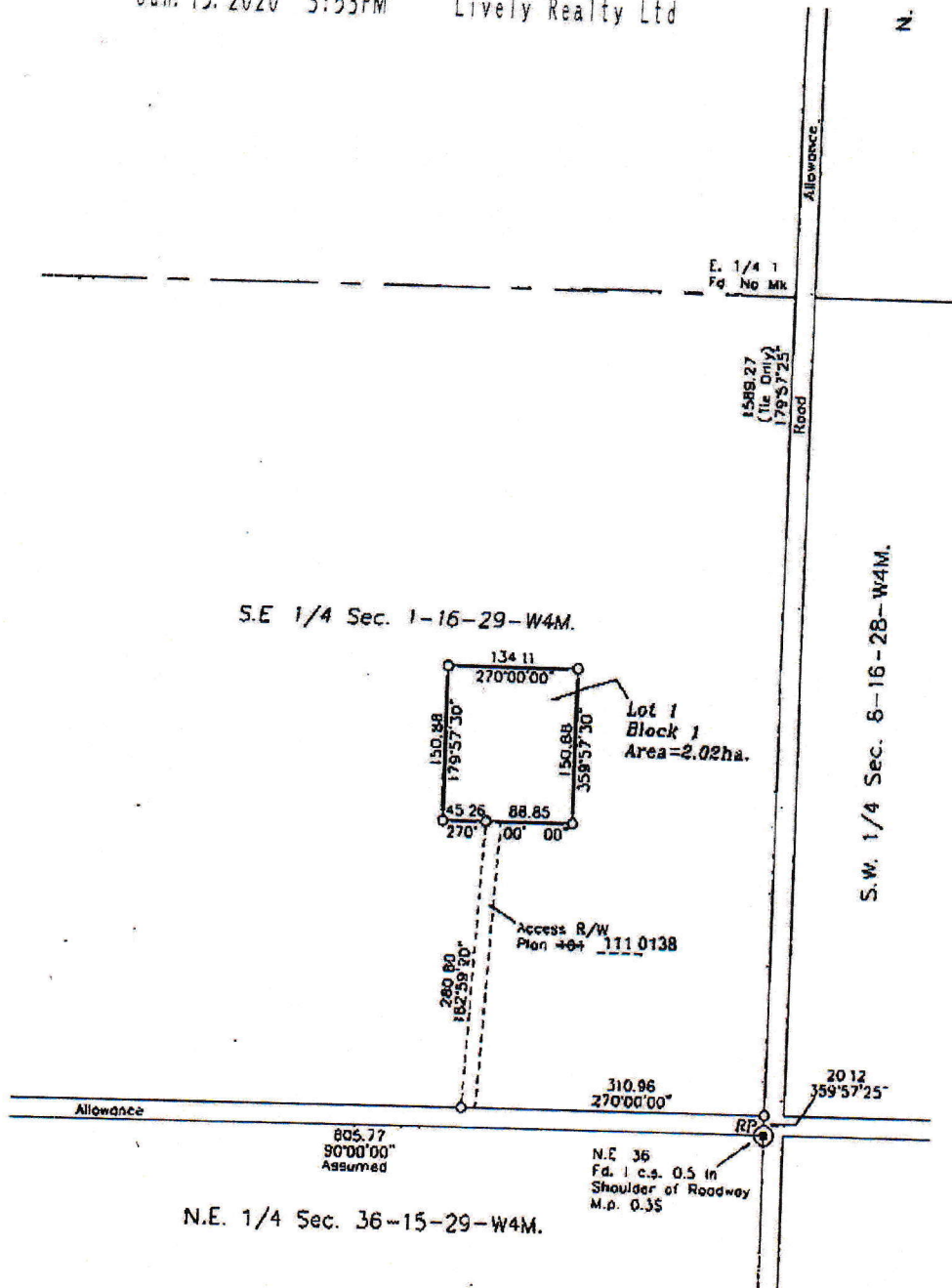
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# Schedule 3

Jun. 15. 2020 3:53PM

Lively Realty Ltd

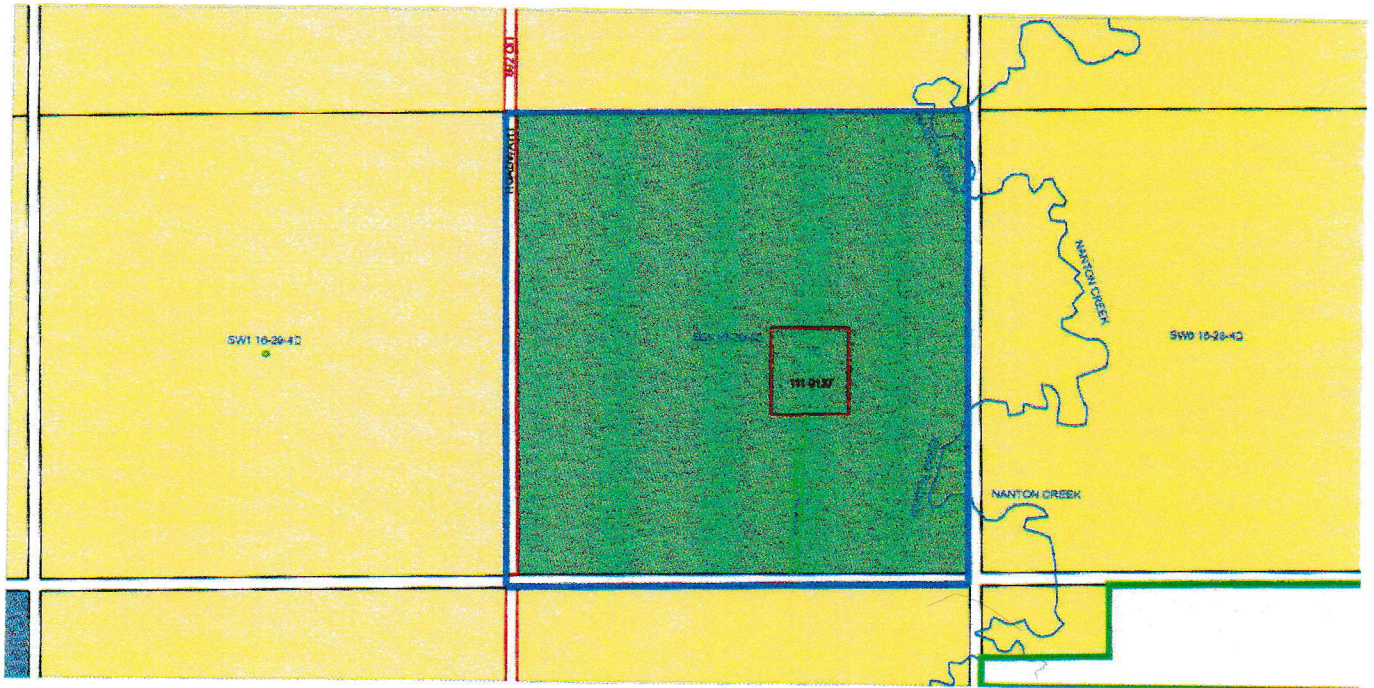
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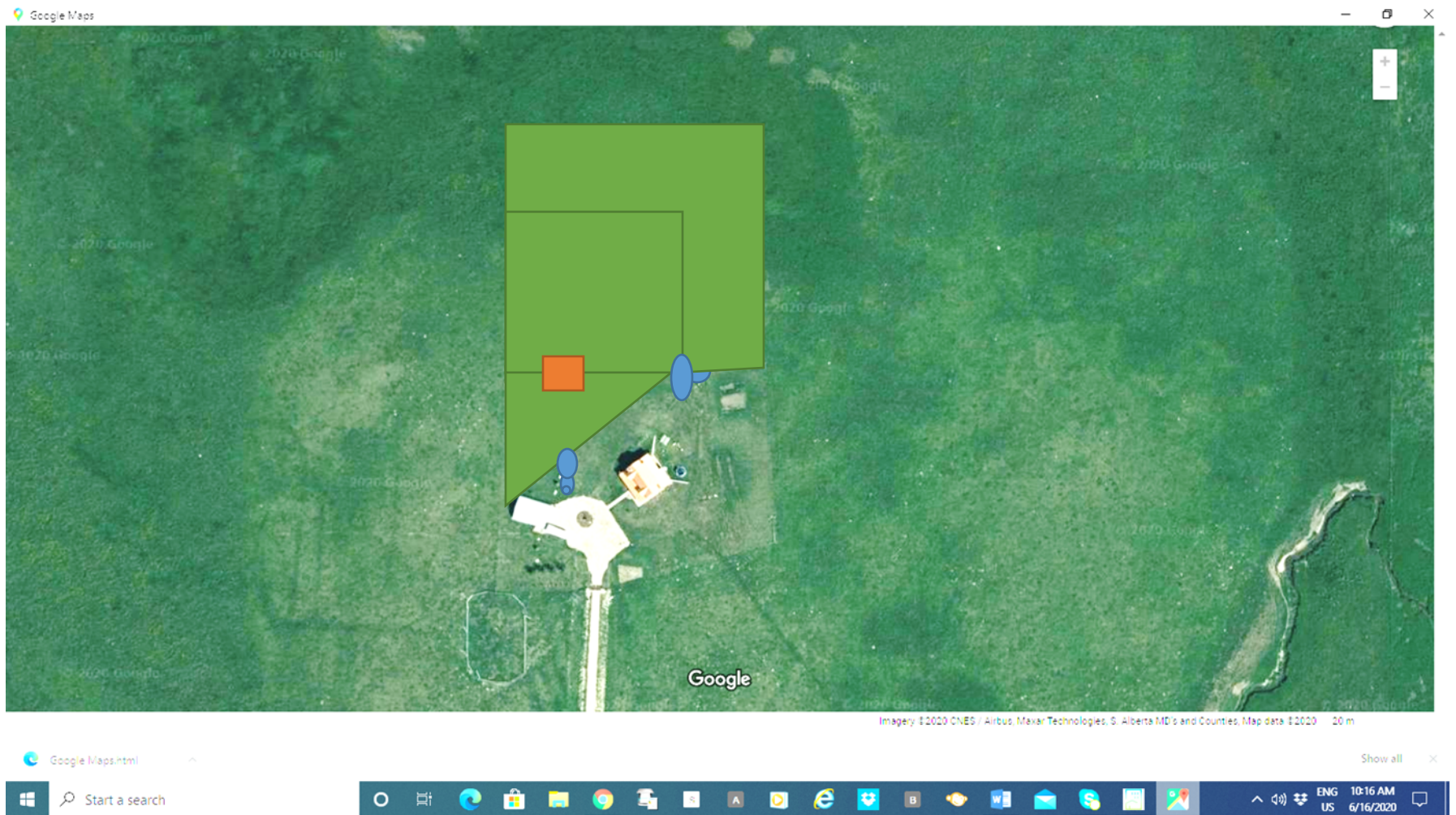


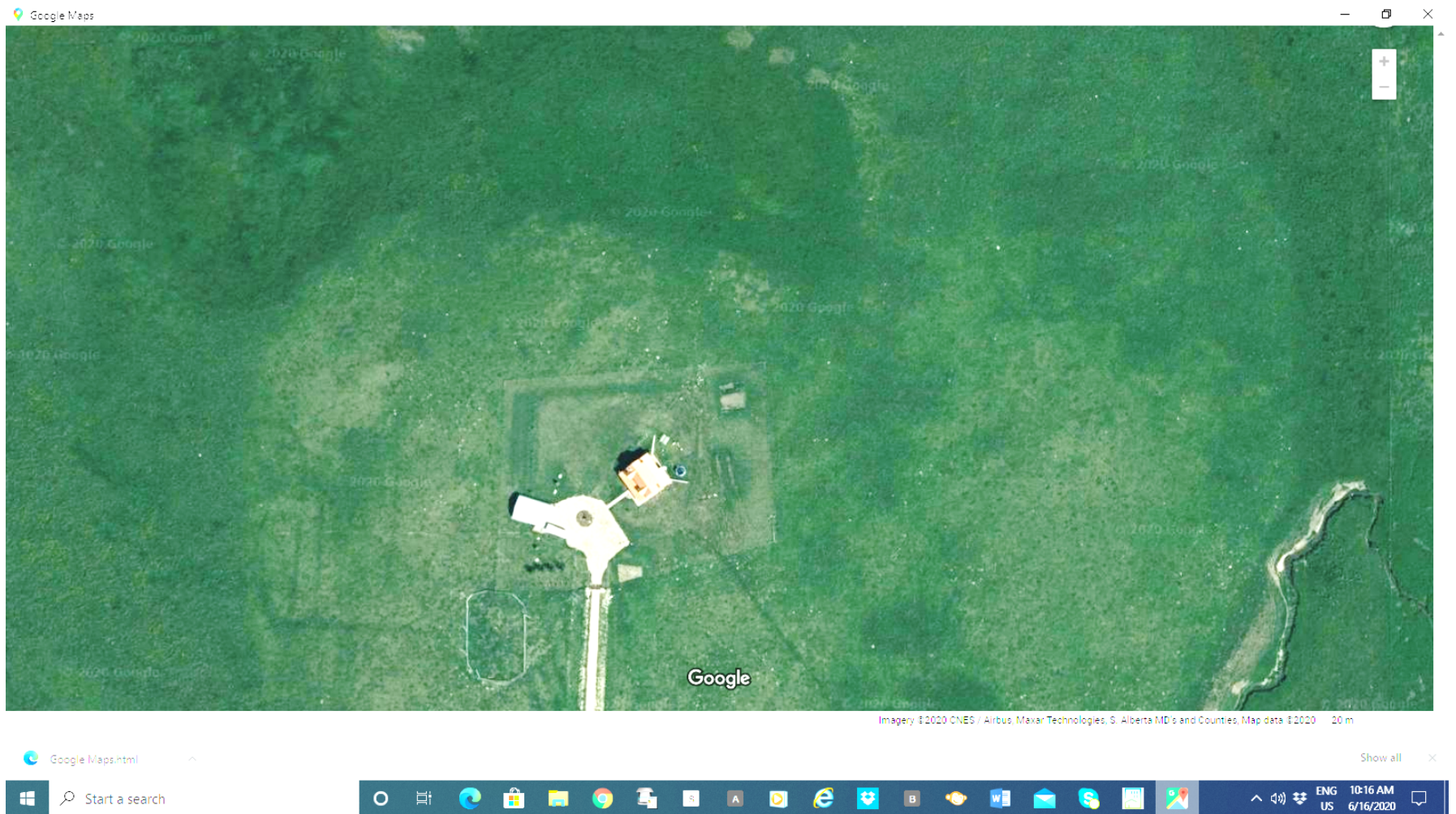
6/16/2020

Spin2 Map Index













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**Local agriculture leaders and innovators are invited!!**

**Thursday July 16, 2020 9:00 a.m. – 12:00 p.m.**

- ☒ Are you passionate about bringing new ideas and innovations to the southern Alberta Agriculture sector?
- ☒ Are you interested in helping to create and implement emerging technologies into the local ecosystem to stay competitive and sustainable in a rapidly changing global marketplace?
- ☒ Are you ready to attend an event that will spark and lead change in our region?

Agriculture has steadily improved through multiple innovations such as machines, irrigation, and fertilization. The next innovation of AgTech will dwarf these advances. Emerging technologies are disrupting and transforming the agriculture industry in ways unimagined in the past. Innovative and forward-thinking farmers around the world are implementing these innovations right now. The COVID pandemic has accelerated the urgency to get it right.

On Thursday July 16 we are inviting local agriculture industry leaders and innovators for a virtual morning of interactive learning and innovative ideation to create a catalyst to actions that will benefit the local agriculture industry.

- Overview
  - Introduction to the fundamentals of emerging technology such as Blockchain, Artificial Intelligence, Internet-of-Things, machine learning, drones, automation and robotics.
  - Explore use cases and the potential of emerging technology on agri-business and supply chain management such as productivity improvements, improved animal welfare, new value chains, reduced environmental impacts and new communications pathways between farmers and consumers.
  - Explore how to maintain a competitive advantage while installing product differentiation and improving product safety and quality.
  - Presenter: Jefferson Gardner of InBridge Inc., a multi-disciplinary technology company, based on Lethbridge, dedicated to the advancement of emerging technology in industry. Jefferson is a Certified Blockchain Expert working in advanced technology, biological processes and ecosystems to optimize digital systems. He has experience in ten

industries and seven countries consulting with large corporations and foreign governments.

The subsequent discussion and brainstorming will be facilitated by Tyler Wall of the Centre for Teaching, Learning and Innovation at Lethbridge College, a creative leader and ed-tech pioneer who will lead a dynamic interactive session with the latest in on-line engagement tools and through design thinking, spark ideation and out-of-the-box thinking. This will be no ordinary engagement. The outcomes and actions will be transformative as we engage with local leaders to create an ***“Agriculture Emerging Tech Innovator Cohort”*** to implement ideas and address challenges.

To register for Emerging Tech Solutions for Business - Agriculture please visit:  
<https://solutions.chooselethbridge.ca/ticket/view/3940>

**For more information please contact:**

**Megan Shapka**

Manager, Integrated Agriculture Technology Centre (IATC) and  
Manager, Innovation & Entrepreneurship  
Centre for Applied Research, Innovation & Entrepreneurship  
[megan.shapka@lethbridgecollege.ca](mailto:megan.shapka@lethbridgecollege.ca)

**Rena Barlow**

VP Entrepreneurship & Innovation  
Economic Development Lethbridge/Teconnect  
[rena@chooselethbridge.ca](mailto:rena@chooselethbridge.ca)



The Independent Order  
of Odd Fellows

## **Stavely Oddfellows, Beaver Lodge #27**

Box 415  
Stavely, Alberta  
T0L 1Z0

June 10, 2020

Hello,

The Stavely Oddfellows are raising money for the purchase of a 4-foot by 8-foot electronic **L.E.D. sign** to post upcoming events for the Stavely Community. This would replace the old existing manual sign that is currently located at the south west corner of the arena parking lot. This old sign has served the community well, but it is not utilized as efficiently as we anticipate this new one will be and it is difficult to change the lettering.

The new sign will be similar to a large outdoor big screen TV that grabs your attention. It will be remotely accessed via the internet and the message can be designed and changed in a few minutes from the town office or anywhere in the world, if need be.

Our idea is that the Stavely Oddfellows will purchase and install the sign and then turn the ownership, maintenance and operation over to the Town of Stavely. The Stavely Town council is supportive of this venture and the Town of Stavely CAO, Candice Greig, has confirmed that they will take care of the electrical bill, the maintenance of the sign and changing the message daily or as required.

The sign will be used to display upcoming events occurring at any other function occurring in or around Stavely. Examples could include the lobster supper, the Pheasant Derby, oyster suppers, rodeo, bull riding, golf tournaments, archery tournament, school events or possibly an inspirational message for the day. If Town Council chooses, they may also decide to advertise local business events for a nominal fee, such as happy hour at the local hotel, special auctions at the auction mart, or a unique pizza special at the pizza restaurant. For now, our main reason is to communicate community events and to make local citizens aware of any activities.

### **Funding:**

These signs are expensive and after extensive investigation, we have quotes for a sign at a price of \$21,000. This is for the sign itself and does not include power installed to the site. Candice Greig has contacted the local power supplier, Fortis Energy, who are still investigating the power installation therefore we do not have a cost on that yet. Preliminary estimates are approximately \$2000.

The Stavely Oddfellows have applied for and received money from the Alberta Community Initiatives Program in the amount of \$11,385 which is roughly ½ the total cost. Our lodge fully intends to contribute more funding and want to allow other Stavely community groups to

donate as well. We will have a work bee to install the sign so there will be no costs associated with that.

This same letter will be sent out to the Elks, Royal Purple, Rodeo committee, Bull riding committee, Hall board, Ag Society, FCSS, Golf club, museum, etc. If each organization contributes, we could have the sign purchased and installed this summer.

Proposed Location:

The proposed location is directly west across the street from the Stavely Town office in front of Husted's elevator. This would be positioned at an angle so that it is easily visible when driving west down main street AND while driving south down 52<sup>nd</sup> street past the community hall. We could also easily protect the sign from any rocks blowing off the elevator driveway from the "occasional" wind events that we get.

An alternate location is to install it at the current site in the SW corner of the arena parking lot. The disadvantages to this location are it can be difficult to read while driving by and it would shine in the windows of the residents across the street during the night. The advantage is that the electrical power is already there.

Other locations discussed are near the post office or at the 4-way stop.

We would welcome your opinion on the location also.

Stavely has been recognized by neighboring towns as a strong, thriving community where people work together co-operatively. We feel that a community sign helps to keep people informed of various activities. If people know what is going on around town, they may be more inclined to participate in community activities and meet more people. This also makes a safer community as people tend to watch out for those they know.

Who knows, it may even entice someone to join your organization?

If you choose to help fund this project, please make cheques out to Beaver Lodge #27 and send to Ray Malchow at the above address.

Thank you for your consideration.

Blaine Hoffarth, Noble Grand

[REDACTED]

Tim Nelson, Past Grand

[REDACTED]

[REDACTED]

Stavely Odd Fellows, Beaver Lodge #27





MUSEUM SOCIETY OF STAVELY & DISTRICT  
BOX 398  
STAVELY, AB  
T0L 1Z0

June 20, 2020

Municipal District of Willow Creek #26  
Box 550  
Claresholm, AB  
T0L 0T0

Dear Council,

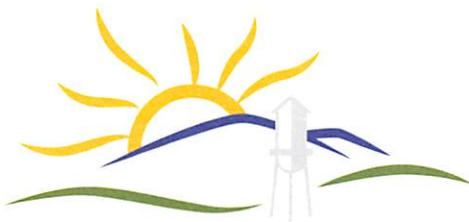
The Stavely Museum is taking the opportunity during its COVID shut down to do work in the yard surrounding the building. The Stavely Elks and Stavely Odd Fellows have volunteered to lift the display machinery out of the dirt and build a gravel pad surrounding the perimeter fence to display the items on cement pads. It is estimated that we will need approximately 30 yards of gravel to build the pad. The gravel is being donated by a local citizen but transporting it to the site is the problem.

The Museum would like to ask the Council if it would make a tandem truck available to the group to transport the gravel. It would involve hauling three loads of gravel from the Sundquist Pit to the museum.

Thank you for your consideration.

Yours truly,

*Janice Binmore*  
Janice Binmore  
President



# Claresholm

Where **Community** Takes Root

RECEIVED

JUN 16 2020

June 9, 2020

Derek Kriszan, CLGM  
Chief Administrative Officer  
Municipal District of Willow Creek No. 26  
Box 550  
Claresholm, AB T0L 0T0

**RE: CLARESHOLM MEDICAL CLINIC PROPERTY TAXES**

At the last regular meeting of Claresholm Town Council held Monday, June 8, 2020, Council discussed your letter of May 21, 2020 regarding the 2020 property taxes at the Claresholm Medical Clinic, and passed the following motion:

Moved by Councillor Zimmer to cancel the municipal portion of the 2020 property taxes levied on the property owned by the MD of Willow Creek located at 4215 Fairway Drive West in the amount of \$6,280.10 in the spirit of cooperation with our municipal neighbour. This cancellation is equitable to the parties involved in recognition of the support the MD of Willow Creek provides to the Town of Claresholm by way of the unconditional recreation grant and the Town's support of public health by way of supporting the Claresholm Medical Clinic.

Council would like to thank the MD of Willow Creek Council for agreeing to cooperate with the Town of Claresholm in this manner. Council sincerely appreciates the positive relationship between the two Councils and looks forward to continued successful collaborations in the future.

Please note that the *Municipal Government Act* states that in order to waive the municipal portion of the property taxes, the property taxes must first be levied. This waiver must be revisited on an annual basis to determine whether or not the conditions for the waiver still exist. As a result, the MD of Willow Creek will need to request the waiver of taxes for this property yearly.

If you have any questions or concerns regarding this matter, please contact the undersigned at your convenience.

Yours truly,

Marian Carlson, CLGM  
Chief Administrative Officer  
Town of Claresholm

MC/kk



RMA has submitted input to the [Fair Deal Panel](#), which has been an initiative by the Government of Alberta to consult with Albertans on measures to secure a fair deal from the federal government for the province. The Fair Deal Panel is exploring nine specific areas:

- Establishing a provincial revenue agency to collect provincial taxes directly by ending the Canada-Alberta Tax Collection Agreement, while joining Quebec in seeking an agreement to collect federal taxes within the province
- Creating an Alberta Pension Plan by withdrawing from the Canada Pension Plan
- Establishing a provincial police force by ending the Alberta Police Service Agreement with the Government of Canada
- Emulating Quebec's practice of playing a larger role in international relations, in part by seeking Alberta representation in treaty negotiations that effect Alberta's interests
- Emulating Quebec's legal requirement that public bodies, including municipalities and school boards, obtain the approval of the provincial government before they can enter into agreements with the federal government
- Using the existing provincial power to appoint the Chief of Firearms Office for Alberta
- Opting out of the federal cost share programs with full compensation, such as the federal government's proposed pharmacare program
- Seeking an exchange of tax points for federal cash transfers under the Canada Health and Social Transfers
- Establishing a formalized provincial consultation

Some of the proposals being considered by the Fair Deal Panel are outside the scope of relevance for rural municipalities, but RMA has provided feedback on three of the areas:

**Establishing a provincial police force by ending the Alberta Police Service Agreement with the Government of Canada.**

The emphasis of RMA's submission on this area was to receive information on how the establishment of a provincial police force would improve public safety in rural areas, given that ending the Alberta Police Service Agreement would presumably result in a reduction or elimination of the federal financial contribution to policing in Alberta.

**Emulating Quebec's legal requirement that public bodies, including municipalities and school boards, obtain the approval of the provincial government before they can enter into agreements with the federal government.**

RMA does not support this proposal as increased oversight will limit municipal access to federal funding as a result of increased administrative delays and create additional red tape for both municipalities and the province. This proposal also negatively impacts municipal autonomy.

**Opting out of the federal cost share programs with full compensation, such as the federal government's proposed pharmacare program.**

RMA stated concern surrounding the impacts that this proposal may have on federal funding programs that require projects to be cost-shared among federal, provincial and municipal levels of government (such as the Investing in Canada Infrastructure Program), or that rely on federal funding to "flow through" the province to municipalities (such as the Gas Tax Fund).

# Report to Government



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## Remembering Chief Goodstriker



Photo credit: Trevor Page

On January 16th, 2020, one of our Fair Deal Panel members, Chief Jason Goodstriker, passed away in Slave Lake, Alberta, at the age of 47 years. His Kainai, Blackfoot Confederacy and Dakota/Lakota People have lost a great son. Alberta's First Nations have lost a great political leader and businessman. Fair Deal Panel members have lost a great role model. Chief Goodstriker's natural ability to create a comfortable space for others to share their point of view was exceptional. He listened, but not just with his ears; all his senses were engaged.

We extend our sincerest condolences to the family of Chief Goodstriker and especially to his wife, Tiffany Pompana, who joined us at many town halls across the province. It was an honour to work on this report with him. We dedicate this report to the memory of Chief Jason Goodstriker.

## Acknowledgment by the Fair Deal Panel of the current health and economic crises affecting Alberta

The Fair Deal Panel was established and commissioned by Premier Jason Kenney in November 2019. The panel conducted the bulk of its public hearings and received the most input from experts and interest groups during the months of December, January and early February.

The panel began drafting this report in late February and March 2020. During that time, our province confronted two crises of unprecedented magnitude—the outbreak of the coronavirus pandemic and the drastic fall in oil prices, with its catastrophic impact on the provincial economy.

These two crises impacted our report by affecting the order and emphasis of our recommendations. As will be noted from the Table of Contents, our recommendations are divided into two categories: those that can be implemented by Alberta on its own and those that can only be effectively implemented with the cooperation and support of other governments, particularly the federal government.

Our initial inclination was to first list, and most heavily emphasize, those recommendations that Alberta could implement on its own. We were inclined to do this, because we anticipated that the cooperation and support of other governments would be most difficult to achieve, given some of the tensions which existed between Alberta and the federal government in particular.

However, in recent months, as a result of the need for all Canadians and their governments to pull together to cope with the current health and economic crises, we have witnessed a much greater willingness on the part of the provincial and federal governments to mutually support and cooperate with each other.

The imperative for interprovincial and federal-provincial cooperation has made us somewhat more optimistic that recommendations requiring the support of other governments to achieve a Fair Deal for Alberta—such as the need to reform equalization—will be received with respect, accepted at face value and handled positively.

Hence, after describing what we have heard from Albertans concerning the necessity of a fair deal for the province within Confederation, we begin our recommendations with those measures requiring the support of other governments—particularly the federal government. We do so in the sincere hope that the new spirit of cooperation and mutual support among Canadian governments—born out of the necessity to respond collectively to the current health and economic crises—will continue after those crises and their effects have begun to abate.

It should also be noted that recommendations that Alberta can implement unilaterally—for example, with respect to diversification of the Alberta economy—are compatible with and reinforce measures that the province is already taking to cope with the oil price collapse.



## Executive summary

A substantial majority of Albertans do not believe they are receiving a fair deal from the federal government. Many are angry and want the Government of Alberta to reassert its position in Confederation and minimize Ottawa's overreach.

Assessing a fair deal requires objectivity. Is Alberta being treated the same as, or differently from, other provinces within Canada? There is also a strong element of subjectivity. How do individual Albertans see what is happening to people of this province? The Fair Deal Panel set out to look at this question from both perspectives, and we designed engagement and enquiry processes to achieve these ends.

In this report we explain what we heard and what we learned, and include recommendations for actions that Alberta can take to get fair treatment within Confederation. The Government of Alberta can take some of these actions collaboratively with other provinces and the federal government, and can take others unilaterally. The goal is for Alberta to reassert and reclaim its rightful place in Confederation.

Steps that the province can take together with other provinces and the federal government include, first and foremost, equalization reform. Many Albertans raised the inherent unfairness in the equalization formula and the whole concept of equalization within a federation like Canada. While most people do not disagree with the merits of sharing with other Canadians, the way this equalization of opportunity was achieved across Canada seems unfair, even punishing, to Albertans. Rethinking how equalization is seen and achieved within a vast country like Canada is a priority, albeit sensitive and daunting.

**The panel recommends that the Government of Alberta:**

1. Press strenuously for the removal of the current constraints on the Fiscal Stabilization Program, which prevent Albertans from receiving a \$2.4 billion equalization rebate.
2. Proceed with the proposed referendum on equalization, asking a clear question along the lines of: "Do you support the removal of Section 36, which deals with the principle of equalization, from the Constitution Act, 1982?"

**Other steps to secure a fair deal that require support and cooperation from other provincial governments and the federal government include:**

3. Collaborate with other jurisdictions to reduce trade barriers within Canada and pressure the federal government to enforce free trade in Canada.
4. Collaborate with other jurisdictions and other stakeholders to secure cross-border rights of way and create unobstructed corridors within Canada to tidewater and world markets.
5. Collaborate with other jurisdictions to design and advance regional strategies for northern development; pressure the federal government to implement those strategies.
6.
  - a) Support and press for the strictest possible application of the principle of representation by population in the House of Commons.
  - b) Work with other provinces and the federal government to democratize the Senate appointment process.
7. Secure a fairer share of federal civil service opportunities and federal offices in Western Canada.
8. Abolish or at least change the residency requirement for the federal courts.
9. Assert more control over immigration for the economic benefit of Alberta.
10. Collaborate with other provinces and industry to advance market-based approaches to environmental protection, including a reduction in GHG emissions.
11. Continue to challenge federal legislation that affects provincial jurisdiction.
12. Work with other provinces to secure a federal-provincial agreement prohibiting the federal government from spending, taxing, legislating, or treaty making in areas of provincial or joint jurisdiction without the consent of the affected province(s).

**Unilateral steps we recommend the Government of Alberta take immediately include:**

13. a) Develop a comprehensive plan to create an Alberta Pension Plan and withdraw from the Canada Pension Plan.  
b) Subsequently, provide Albertans the opportunity, via a referendum, to vote for or against withdrawing from the Canada Pension Plan and creating the Alberta Pension Plan.
14. Create an Alberta Police Service to replace the RCMP.
15. Appoint an Alberta Chief Firearms Officer (CFO).
16. Secure a seat at the table when the federal government negotiates and implements international agreements and treaties affecting Alberta's interests.
17. Strengthen Alberta's presence in Ottawa.
18. Opt out of new federal cost-shared programs, subject to Alberta receiving full compensation.
19. Resist federal intrusions into health and social programming, and do not seek to exchange cash payments for tax points at this time.
20. Continue to diversify Alberta's economy in the energy sector and beyond.
21. Vigorously pursue access to markets for Alberta's exports.
22. Make no changes, at this time, to the administration of agreements that Alberta public agencies and municipalities have with the Government of Canada.
23. a) Make no changes to tax collection in Alberta at this time.  
b) Support Quebec in its bid to collect the federal and provincial portions of personal income taxes and, if Quebec is successful, pursue the same strategy if it is advantageous.
24. Use democratic tools such as referenda and citizens' initiatives to seek Albertans' guidance on selected Fair Deal Panel proposals and other initiatives.
25. Explore ways and means to affirm Alberta's cultural, economic and political uniqueness in law and government policy.

The Fair Deal Panel encourages the Government of Alberta to act vigorously and swiftly, through collaboration with other governments and unilaterally, to secure a fair deal for Albertans. Some Albertans believe that the only way to get Ottawa and other provinces to pay attention to unfairness and misunderstandings is to use the threat of separation, implying that if Alberta does not get a fairer place within the federation, the province will pursue secession from Canada. Listening to Albertans, the panel understands their anger and frustration and sympathizes with their harsh personal experiences. But we do not believe the threat of secession is a constructive negotiating strategy.

However, we believe that if the federal government and the rest of Canada do not respond positively and quickly to Albertans' demands for a fair deal, then support for secession will only grow.

The panel also wishes to make clear its conviction — a conviction we believe a majority of Albertans share — that the best option is to achieve a fairer deal for Albertans, and for all Canadians, within Confederation.

How will we know when we have a fair deal for Alberta? In the panel's opinion, we will know when Albertans trust people in Ottawa to act in this province's best interests, and when Alberta's position within the Canadian federation has been equitably reset.

## **PART 1 | Who we heard from and what we heard**

### **I. The Panel's mandate**

On November 9, 2019, Premier Jason Kenney announced the launch of the Fair Deal Panel to consult Albertans on how to define and secure a fair deal for Alberta. The panel was also asked to look at how to advance the province's economic interests, such as the construction of pipelines.

Noting Albertans' unprecedented level of frustration with their place in the federation and their ideas for Alberta's future, Premier Kenney mandated the panel to listen to Albertans. He asked the panel to "focus on ideas that would strengthen our province's economic position, give us a bigger voice within Confederation or increase provincial powers over institutions and funding in areas of provincial jurisdiction."

The complete letter from Premier Kenney, setting out the mandate of the Fair Deal Panel, is included in Appendix A.

### **II. Who we heard from**

Between December 2019 and March 2020, the panel listened to citizens at town halls and invited feedback from Albertans via e-mail, feedback cards, surveys and other means of engagement.

The panel held 10 large town halls plus 15 town halls hosted by MLAs across the province. Thousands of Albertans attended town halls, shared their views with the panel, e-mailed the panel, and filled out online surveys.

The feedback enabled the panel to identify key issues that are front and center in Albertans' minds and experiences. Some identified problems with Alberta's place in Confederation, including how these problems affected them personally, while others identified possible solutions. The panel then generated a list of viable options based on the feedback.

From January to March 2020, the panel invited feedback from groups and experts to clarify the feasibility of potential strategies and their implementation.

In March, the panel sent out a second survey, accompanied by public opinion research. Over 40,000 Albertans completed the public engagement survey, while 1,000 Albertans reflecting the composition of the general population were polled by telephone. The findings of the survey and public opinion polling can be found in Appendix E.



Do not implement ideas that create duplication in administration.

The fiscal stabilization program should be the primary concern for reform.

C-69 and C-48 and the carbon tax hurt Albertans' rights for equality.

If we are not willing to separate, then we give up our bargaining strength...

An Alberta Pension Plan would be an unnecessary and devastating decision that has no potential value and would be wide open to favouritism and mismanagement.

I believe taking control of a pension plan for Albertans and opting out of CPP will give Albertans greater independence from the federal government.

A fair deal for Alberta will include everyone who is a resident of Alberta, meaning that NO ONE GETS LEFT BEHIND.

I believe a fundamental issue that must be addressed is the lack of fair representation in the House of Commons, the Senate and the Supreme Court.

...transfer some federal agencies over to Alberta.

Infrastructure money to build a Northern Corridor across BC, Alberta, Saskatchewan, and Manitoba.

Be a team player. Work with Ottawa instead of constantly bashing them.

Appoint a firearms-friendly Chief Firearms Officer to protect law-abiding Albertans from overreaching federal firearms legislation.

Separate from a dysfunctional confederation that will never serve the West. Anything else will always need to appeal to Quebec or not remain as a governing party.





### III. What did we hear from Albertans?

The key questions that the panel asked citizens was whether they felt that Alberta was receiving a fair deal in Confederation and, if not, what would they suggest to secure one? Although some Albertans expressed satisfaction with the fairness of the status quo, a majority of the responses on the main question were negative. The suggestions on how to achieve a fairer deal can be divided into two broad categories:

1. Recommendations that require collaboration with other governments to be implemented.
2. Recommendations that the Government of Alberta can pursue unilaterally.

Sentiments across the province varied from outright anger and a call for immediate separation, to a more nuanced sense of frustration and disappointment with the federal government, and sometimes other parts of Canada. Much of the frustration came from a combination of economic pain and a sense that the rest of the country wants to eliminate our way of life. Whether it was Bill C-69, Bill C-48, the carbon tax or the equalization system, many respondents felt that the rest of the country was conspiring against Alberta. Job loss, continued unemployment, lack of opportunity, dropping property values, declining businesses and eroding business confidence, bankruptcies, the exodus of their children to other jurisdictions and increasing suicides were all frequent stories the panel heard. The concerns not only came from those in the oil and gas sector, but also from people in the forestry and agriculture sectors. And whether they were in the commercial or non-profit sectors, whether the respondents were in rural or urban Alberta, the majority of respondents felt Alberta was not receiving a fair deal.

Many participants born and raised outside Alberta felt the same way. Several respondents who hailed from Québec believed that Alberta was definitely not getting a fair deal, and that the province should demand to be treated like Québec. Another respondent had immigrated to Canada from Poland and said he did not believe Alberta was getting a fair deal, especially when it came to the Canada Pension Plan (CPP). Many respondents also felt that Ontario, like Québec, received more privileges in Canada than Alberta.

Many expressed anxiety about seeing their family's standards of living diminish. One respondent in Edmonton told us she used to have hobbies and enjoyed life with her family. Now she struggles to "eat and live", and felt that her livelihood was being threatened. Several in this group were former members of the military, but who felt today that Canada was at war with Alberta. One veteran talked about serving in countries with abysmal environmental and human rights records, especially when compared to the standards of Alberta's energy sector. Listening to many in the rest of the country complain about Alberta's world-leading environmental practices made him despair.

Across the province, participants mentioned suicide as a response to feeling powerless. An owner of a reclamation company felt helpless as he and his wife, raising three children, wanted to stay in Alberta, but had to watch economic opportunities fade, unemployment soar and property values drop. Another man in Red Deer told a panel member that he "used to live in the best neighborhood in the best town in the best province in the best country. NO MORE!"

Parents spoke of their despair at watching their young adult children being unable to become independent. One mother in Red Deer told us her two children, educated as an engineer and an engineering technologist, were unable to find meaningful employment in their fields. Another mother spoke of her 25-year-old daughter living at home unable to afford things she had taken for granted at her daughter's age and exclaimed, "My kids cannot afford to have kids!" One man talked about his father becoming bankrupt when Pierre Trudeau was Prime Minister, only to see himself now facing the same fate at the same age as his father when he went bankrupt.

Workers in the financial industry spoke of countless clients who would break down in tears when they had to admit they could not pay back loans. From the non-profit sector, one respondent told the panel that it used to be easy to raise tens of thousands of dollars for social causes, while today you're lucky to recoup expenses. She also said she was afraid of the future as she struggled with what lay ahead for her and her children. Non-profit organizations that rely on federal government grants also complained that they do not receive a fair share of federal money, especially when measured on a per-capita basis. From social services to the arts, many felt that decisions were made in Ottawa with a focus on the Montreal to Toronto corridor.

One woman in Calgary, unemployed for four years, told a panel member how she cried after the 2019 federal election. While not many cried at the public presentations, the despair and loss of hope were palpable and some people cried in private when speaking to individual panel members. The real fear for many was young Albertans' unemployment and lack of hope for the future.

While most respondents respected the RCMP, many were frustrated with local crime and the RCMP's policing. They felt police resources were stretched, that the RCMP was too bureaucratic to respond to local needs, that the force's habit of moving officers around the province or country hurt police effectiveness, and that the RCMP was unable or unwilling to confront activists who terrorize farmers. In one town, the panel was told that over the past weekend seventeen trucks had been stolen. Many legitimate gun owners were also concerned about the RCMP's heavy-handed enforcement of gun laws. As one presenter told a panel member, why should Albertans pay Ottawa for the RCMP to come and confiscate our guns? The bottom line was that Alberta needs to be treated with respect, and this lack of respect led to injustice.

In terms of recommended actions, Albertans offered a range of ideas. This report covers specific feedback on individual recommendations in the following sections.

## IV. Basics of provincial and federal jurisdictions

The panel received a lot of feedback on Alberta's mistreatment in Confederation. Some of that feedback also asked that the province pass legislation to correct the most egregious examples. Other feedback would require amending Canada's Constitution. To separate the feedback into workable proposals, this section offers a quick reminder of how the division of powers between the federal government and the provinces operates, as well as a quick explanation of the process for amending the Constitution.

Canada is a federal nation. This means that the federal government does not have exclusive jurisdiction or authority over the provinces. Rather, authority over certain areas lies exclusively with the federal government, and authority over other areas lies exclusively with the provinces. There are also some areas where the provinces and the federal government share jurisdiction. Those areas of joint jurisdiction can be found in the *British North America Act* (BNA Act) of 1867, also known as the *Constitution Act, 1867*. The *BNA Act 1867* and the *Constitution Act, 1982* form Canada's Constitution. Some key sections in the *BNA Act* are Sections 91, 92(10), 92A(3), 93(4), 94, 94A, 95, 101, and 132, which outline the areas of federal jurisdiction. Sections 92, 92A, 93, 94A and 95 outline areas of provincial jurisdiction.

### i. Matters that are exclusively provincial

The *BNA Act* gives provinces exclusive jurisdiction over matters like direct taxation within each province, the management and sale of provincial public lands, property and civil rights within the province, municipalities, the administration of justice and generally all matters that are merely local or private. Education is also within exclusive jurisdiction of the provinces according to Section 93. Although Section 95 suggests that the provinces have jurisdiction over immigration, this section has been interpreted to favour the federal government due to its exclusive jurisdiction over naturalization. Section 92A gives the provinces exclusive jurisdiction over the exploration, development, conservation, and management of their natural resources, including laws that affect the primary production of these natural resources. Section 94A gives both the provinces and the federal government jurisdiction over old age pensions, but the provinces get the final say in the event the laws of the two jurisdictions conflict.

### ii. Matters that are exclusively federal

The federal government has exclusive jurisdiction over areas such the regulation of trade and commerce, raising revenue through taxation, the sea coasts and inland fisheries, criminal law, banking and currency, the issuance of currency and the military. Jurisdiction over trade and commerce, as well as Section 121, which specifies that all goods should flow freely across the provinces, suggest the federal government should ensure free trade among the provinces in goods and services.

The preamble to Section 91 allows the federal government to make laws for the peace, order and good government of Canada, also known as the POGG power. The courts have sometimes used this power to allow the federal government to seize control of matters traditionally within provincial jurisdiction under the guise of pressing national emergencies or concern.<sup>1</sup>

<sup>1</sup> This has happened most recently in the carbon tax cases handled by the Court of Appeal for Ontario and the Saskatchewan Court of Appeal. They held that the federal government had the jurisdiction to impose a national carbon tax. These two cases contrast with the case decided by the Alberta Court of Appeal, which held that the carbon tax was an unconstitutional exercise of federal jurisdiction.



### iii. Matters that are shared jurisdiction

While the *BNA Act* does not refer explicitly to areas of joint jurisdiction (other than old age pensions), the text implies some joint areas of responsibility, such as immigration and agriculture. Supreme Court of Canada cases have determined that other areas such as the environment are shared.<sup>2</sup> The courts have given the federal government jurisdiction over the environment under the POGG power. As such, the federal government has claimed that GHGs are within their jurisdiction, while provinces like Alberta have argued the opposite. Some courts have ruled in the federal government's favour, while the Alberta Court of Appeal has ruled in favour of the province.<sup>3</sup>

The federal government has moved aggressively into some areas of traditional provincial jurisdiction under the guise of regulating the environment. Take, for example, the *Species at Risk Act* (SARA). SARA is federal legislation enacted to conserve biological diversity and wildlife, and to protect species at risk. The federal government claims jurisdiction through the federal criminal law power, or POGG, given that wildlife is an integral part of Canada's natural heritage and national identity, is a concern ratified by the United Nations Convention on Biological Diversity, and requires cooperation between all governments to protect vulnerable species. Similarly, through Bill C-69<sup>4</sup> the federal government claims the right to regulate the development of oil and gas projects in Alberta under the guise of regulating the environment. This creates a conflict between an area of federal jurisdiction implied in Section 91 and explicit areas of provincial jurisdiction in Sections 92 and 92A.

The potential creation of a national pharmacare program could allow more federal incursions into provincial jurisdiction. In areas of exclusive federal jurisdiction, such as ensuring free trade across the provinces, the federal government has not ensured the mobility of goods and services. Even where the federal government arguably has jurisdiction to act and has done so, for example on sea coasts, it has discriminated against Western interests. In Bill C-48, the federal government banned oil tankers carrying more than 12,500 tons of crude oil from stopping or unloading that crude at ports along British Columbia's north coast. No ban exists for ports in Eastern Canada.

The federal government has authority to sign international treaties, but implementation depends on whether the federal government or the provinces have jurisdiction over the treaty's subject. Thus, while Canada can negotiate, sign and ratify a treaty, implementation needs legislation at the federal or provincial level. If the subject of the treaty is federal, Parliament must pass legislation implementing the treaty. If the subject matter is provincial, provincial legislatures must pass the required legislation.

<sup>2</sup> See e.g. *R v Crown Zellerbach Canada Ltd.*, [1988] 1 SCR 401.

<sup>3</sup> The issue will be ultimately resolved by the Supreme Court of Canada at a later date.

<sup>4</sup> The *Canadian Impact Assessment Act*, SC 2019, c 28, s 1.

#### iv. Federal powers in an emergency

Provinces have default jurisdiction over matters that take place within their borders in normal times, and also in times of emergency. In crises the federal government can invoke emergency powers under the POGG power. Typically these have been powers relating to price controls and the use of economic resources for war efforts.<sup>5</sup> Sometimes emergency powers have been used in peace time, such as to fight runaway inflation in the 1970s.<sup>6</sup> This power, however, is not unlimited. Federal jurisdiction only lasts while the emergency is present and requires federal intervention.

#### v. Amending the constitution

The constitutional amendment process is found under Part V of the *Constitution Act, 1982*. A proposal to amend the Constitution can be initiated by the Senate, the House of Commons or by a provincial legislative assembly.<sup>7</sup> Generally, any amendment to the Constitution requires the approval of the House of Commons, the Senate and the approval of legislatures of two-thirds of the provinces whose populations collectively include at least 50 per cent of the country's population. Matters that can be altered like this include: the principle of proportionate representation in the House of Commons, the powers of the Senate and selecting Senators, the residence requirements and provincial allocation of Senators, the Supreme Court of Canada (but not its composition), the extension of provinces into the territories and the establishment of new provinces.

For amendments concerning a province's right to a number of members in the House of Commons, the use of English or French, the composition of the Supreme Court of Canada or the amendment process itself, the approval of the Senate, House of Commons and the legislatures of all provinces is needed.

If an amendment affects some provinces but not all, only the approval of the Senate, the House of Commons and the legislatures of the affected provinces is needed. This includes changes to provincial borders, or the use of English or French within a province.

<sup>5</sup> *Fort Frances Pulp & Power Co. v. Manitoba Free Press Co.*, [1923] A.C. 695.

<sup>6</sup> *Re: Anti-Inflation Act*, [1976] 2 S.C.R. 373.

<sup>7</sup> An amendment can also be made without a resolution from the Senate if the House of Commons adopts the resolution twice within 180 days.

PART 2 | The Panel’s recommendations

Equalization

The panel heard an overwhelmingly negative reaction to equalization, especially as applied to Alberta and as currently practiced.

Recommendations 1 and 2

Removal of Fiscal Stabilization Program constraints and a referendum on equalization

Background

The equalization program was created in 1957, although the first federal-provincial conference held after World War II discussed the principle. The idea behind equalization was to allow the federal government to transfer funds unconditionally to provinces with below-average revenue per capita, with the goal of ensuring all provinces provide comparable levels of services and taxation. The government of Canada uses equalization to address fiscal disparities among provinces. Transfers may be spent in any way the receiving province deems fit. Equalization is financed entirely from the federal government’s general revenues.

Provincial governments do not contribute financially to this program and the regime does not affect their ability to raise tax revenues. Provinces are only involved in equalization to the extent they may receive transfers. The amounts each province receives is based on a formula determined by the federal government.<sup>8</sup> The formula looks at provinces’ ability to raise revenues (their fiscal capacity). Before any adjustments, a province’s per-capita equalization entitlement is equal to the amount by which its fiscal capacity is below the average fiscal capacity of all provinces.<sup>9</sup>

**RECOMMENDATION |** Press strenuously for the removal of current constraints on the Fiscal Stabilization Program that prevent Albertans from receiving a \$2.4 billion equalization rebate.

**RECOMMENDATION |** Proceed with the proposed referendum on equalization, asking a clear question along the lines of: Do you support the removal of Section 36—the principle of equalization—from The Constitution Act, 1982?

In the February 27, 2018, budget, federal Finance Minister Bill Morneau proposed a five-year renewal of the previous equalization regime beginning April 1, 2019 until 2024.<sup>10</sup> The *Budget Implementation Act* received Royal Assent on June 20, 2018. Under the renewed plan, the federal government is gradually increasing the amount of equalization payments to the provinces from \$17.9 billion in 2017-2018 to \$22.1 billion by 2022-2023.<sup>11</sup> The year-to-year projections are as follows (in billions of dollars):

2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
17.9	18.3	19.0	19.8	20.5	21.3	22.1

<sup>8</sup> <https://www.canada.ca/en/department-finance/programs/federal-transfers/equalization.html>; [https://op.parl.ca/sites/PublicWebsite/default/en\\_CA/ResearchPublications/200820E](https://op.parl.ca/sites/PublicWebsite/default/en_CA/ResearchPublications/200820E)

<sup>9</sup> This is commonly referred to as the 10 provinces standard.

<sup>10</sup> <https://www.budget.gc.ca/2018/docs/plan/budget-2018-en.pdf>

<sup>11</sup> *Budget Implementation Act, 2018, No. 1, SC 2018, c 12, s 215.*

Since 2007, Alberta has made the following contributions to Equalization:<sup>12</sup>

Year	Net federal fiscal transfer
2007	\$22.2 billion
2008	\$22.5 billion
2009	\$17.7 billion
2010	\$16.6 billion
2011	\$17.9 billion
2012	\$19.2 billion
2013	\$23.5 billion
2014	\$27.1 billion
2015	\$24.8 billion
2016	\$16.0 billion
2017	\$15.3 billion
2018	\$17.2 billion
<b>Total</b>	<b>\$239.847 billion</b>

The table reveals that Albertans have made a net contribution of almost \$240 billion to the rest of Canada. Some experts estimate that total net payments to the rest of Canada back to 1961 amount to \$661 billion.<sup>13</sup>

### Referendum on equalization

The federal government alone creates the formula that determines how much money is taken from and given to various provinces, although it sometimes consults the provinces.

There are constitutional grounds for the existence of equalization. This is because Section 36 of the *Constitution Act, 1982* states that:

36. (1) Without altering the legislative authority of Parliament or of the provincial legislatures, or the rights of any of them with respect to the exercise of their legislative authority, Parliament and the legislatures, together with the government of Canada and the provincial governments, are committed to
- (a) promoting equal opportunities for the well-being of Canadians;
  - (b) furthering economic development to reduce disparity in opportunities; and
  - (c) providing essential public services of reasonable quality to all Canadians.
- (2) Parliament and the government of Canada are committed to the principle of making equalization payments to ensure that provincial governments have sufficient revenues to provide reasonably comparable levels of public services at reasonably comparable levels of taxation.

<sup>12</sup> The data can be found in <https://nationalpost.com/news/canada/how-alberta-pays-quebecs-bills-four-charts-that-show-alberta-picks-up-the-tab>, which derives its data from Statistics Canada Table 36-10-0450-01 (formerly CANSIM 384-0047) (<https://www150.statcan.gc.ca/t1/tbl1/en/cv.action?pid=3610045001>). The online data go back to 2007.

<sup>13</sup> <https://business.financialpost.com/opinion/jack-mintz-canadians-have-taken-alberta-for-granted-thats-dangerous-for-us-all>.



The panel heard from many Albertans who argued that Alberta should seek to abolish equalization by amending the constitution. This would mean removing Section 36 from the *Constitution Act, 1982*. The panel's view is that this would require the amendment be passed by the House of Commons, the Senate, and at least two-thirds of the provincial legislative assemblies representing at least 50 per cent of the provinces' total population. While any province can initiate the constitutional amendment process, if that province were to hold a referendum on the question and the question passed, this would have several political and legal consequences.<sup>14</sup>

If Alberta holds a referendum on abolishing equalization, it should use a very clear and simple question along the lines of: "Do you support the removal of Section 36—establishing the principle of equalization—from the *Constitution Act, 1982*?"

The panel notes that in the event of clear approval of the question in a referendum, this would not guarantee the removal of equalization from the Constitution, or any reworking of the equalization formula. The referendum would, however, morally obligate the federal government and other provinces to come to the table and negotiate the proposed amendment to the Constitution.

### Fiscal Stabilization Program

Application of the principle of equalization, as referred to in Section 36 of the Constitution, involves more than formula-based equalization payments from the federal treasury to have-not provinces; It also involves:

- Other federal-provincial financial transfers through funds allocated to a variety of federal-provincial programs.
- The operation of the Fiscal Stabilization Fund, the only component of equalization that might be used to partially compensate for the unfair treatment of a contributing province under the current equalization formula.

The Fiscal Stabilization Program is authorized by the *Federal-Provincial Fiscal Arrangements Act* and falls under the Minister of Finance's responsibility. It is supposed to protect provinces from extraordinary year-over-year declines in revenues.

More specifically, it enables the federal government to provide financial assistance to any province faced with a year-over-year decline in non-resource revenues greater than five per cent, subject to two constraints on eligibility for payments:

- A decline in resource revenues is taken into account only if –and to the extent that– the annual decline exceeds 50 per cent.
- The maximum payment to a province that makes a claim for a given fiscal year is \$60 per person.
- Alberta can rightfully argue that the Fiscal Stabilization Fund unfairly caps the maximum payment at \$60 per person and excludes a province if its decline in natural resource revenue is significant but less than 50 per cent.

Alberta residents and businesses have been by far the greatest contributors to equalization over many years. Now this province is suffering a major economic decline, especially from natural resource revenues.

If the two current restrictions on Fiscal Stabilization Fund payments were removed, Alberta would be eligible for an estimated \$2.4 billion equalization rebate.

The panel urges the Government of Alberta to continue to press strenuously for the removal of the constraints on the Fiscal Stabilization Fund that prevent Alberta from receiving the equalization rebate.

<sup>14</sup> Alberta currently has the ability to call such a referendum under the *Constitutional Referendum Act*.

## Collaborative actions

If any province is treated unfairly, as Albertans perceive this province to be, the situation cannot be corrected alone. It requires cooperation and collaborative action within the federation. Some of the proposals the panel heard require that Alberta reach out to the federal government and the other provinces.

### RECOMMENDATION 3

#### Reducing trade barriers and enforcing free trade within Canada

One of the primary drivers for Canada's creation was establishing a governance system to assure freer trade across the country's vast geography. Today, many Albertans feel that the federal government pays more attention to free trade with other countries than to freeing the flow of goods, services and workers within Canada.

As noted, the federal government has exclusive jurisdiction over the regulation of trade and commerce within Canada. Section 121 of the *BNA Act* suggests a federal role in ensuring free trade among the provinces in goods and services. Albertans want the federal government to live up to that responsibility.

Interprovincial trade barriers make it difficult to sell Alberta's goods and services to other provinces.<sup>15</sup> Craft beer and hydrocarbons may be the most well-known Alberta products that have trouble crossing provincial borders, but the problem is pervasive and includes people too; constraints on cross-border employment are significant.

The need to bring down trade barriers within Canada was raised at most of the town halls and by many groups the panel met with, including chambers of commerce. There is a keen sense of unfairness that one province can block another province's exports. On several occasions, the panel heard that it was easier for Alberta companies to do business in the United States than across provincial borders.

**RECOMMENDATION | Collaborate with other jurisdictions to reduce trade barriers within Canada and pressure the federal government to enforce free trade in Canada.**

The Government of Alberta has been explicit<sup>16</sup>: Alberta wants to lead the way in reducing trade restrictions between provinces. Premier Kenney seeks to build on the New West Partnership and the New West Partnership Trade Agreement. The panel encourages Alberta to continue to collaborate with other jurisdictions to reduce trade barriers, including through the New West Partnership and with allies like the Canadian Federation of Independent Business, the Canada West Foundation, chambers of commerce and groups in the transportation and industry sectors. Alberta should designate a working group of provincial officials and industry leaders from the New West Partnership Trade Agreement signatories to work with experts and others to set priorities for immediate action.

<sup>15</sup> Reference Canada-West Foundation report - <https://cwff.ca/research/publications/report-toilet-seats-trucking-and-other-trade-tie-ups-a-new-solution-to-the-old-problem-of-canadian-internal-trade/>

<sup>16</sup> Premier Kenney at the Council of the Federation 2019 summer meeting. <https://nationalpost.com/news/politics/jason-kenney-to-scrap-a-host-of-regulatory-barriers-in-an-effort-to-boost-trade-within-canada>

Achieving freer trade within Canada also entails a significant role for the federal government. The panel encourages Alberta to work with other provinces and territories to continue to pressure the federal government to play its rightful role in Confederation and do its part to enforce free trade and honour Section 121 of the *BNA Act*.

Section 121 of the BNA Act:

121. All Articles of the Growth, Produce, or Manufacture of any one of the Provinces shall, from and after the Union, be admitted free into each of the other Provinces.

The panel appreciates that the challenges are great. Many trade barriers are administrative in nature. For example, requirements for certification and inspection vary from province to province. Addressing these problems requires jurisdictions to remove the barriers, harmonize regulations or agree to other means to reduce barriers. Many of these barriers are unique to each province and little has been done to identify which ones harm trade the most. Sustaining the effort over time—working through the long list of barriers that require harmonization or resolution—requires administrative and legislative changes on a province-by-province basis. This is painstaking but essential work.

Convincing the federal government to assume its rightful role in assuring freer trade within Canada has been daunting at times. Making this a national priority required a vision for Canada that transcends partisanship.

## RECOMMENDATION 4

### Advance cross-border rights of way and transportation corridors across Canada

Canada is enormous and deliberate cross-border corridors contribute to a sense of nationhood, much like the TransCanada Highway and national railways do now. When Canada became a nation, citizens understood the compelling need to assure free trade across the regions. Today, it is possible to improve connections across the country by designating trans-national economic corridors and by the timely approval and facilitation of new infrastructure.

The panel heard many reasons why a deliberate Canadian strategy for cross-border rights of way and economic corridors is required. Among the most important: Canada has one of the lengthiest regulatory approval processes for construction of new infrastructure projects and legal challenges often delay them; Canadian exports need market access; and many provinces depend on coastal access and infrastructure in other provinces.

“ Sometimes I wake up and think, ‘What’s happening? Why is there so much division?’ I am proud and thankful to be in this country, but absolutely Canada can and must be made better. ”

This need to focus on nation-building ideas was raised at several town halls and by many groups and business associations. Many people expressed deep frustration with approval processes for pipelines, with regional self-interest and with one province’s ability to block another province’s trade.

The panel recommends that the Government of Alberta continue to collaborate with other jurisdictions and stakeholders to secure federal, provincial and territorial agreement on land corridors to support cross-border rights of way and freer trade in Canada. One outcome would be faster resource project approvals across the country. Another would be enhanced connectivity across communities (e.g. telecommunication links) that would be attractive to investors.

People we heard from emphasized that a fair deal for Alberta must be fair for everyone, including Indigenous Peoples. While that is beyond the scope of this report, the panel encourages Indigenous ownership or financial participation in cross-border corridors, where relevant.

**RECOMMENDATION | Collaborate with other jurisdictions and other stakeholders to secure cross-border rights of way and create unobstructed corridors within Canada to tidewater and world markets.**

At the Council of the Federation in the summer of 2019, Canada’s Premiers agreed to begin exploring the concept of pan-Canadian economic corridors. Alberta Energy has been tasked with leading the development of a report on the concept. To that end, Alberta Energy has formed a provincial/territorial working group to deliver on this request in 2020. We encourage this work be continued as a priority.

Getting other provinces, territories and the federal government to agree on economic corridors is visionary nation-building work. It will require unrelenting leadership and commitment from Albertans and all Canadians.



## RECOMMENDATION 5

### Design and advance regional strategies for northern development

The design of regional transportation and logistics pathways across the North require Alberta to work with other jurisdictions within Canada and the United States. These regional strategies for the North are important to many Canadians and communities in Alberta (e.g. Edmonton, Grande Prairie, Fort McMurray). These strategies provide opportunity for northern communities to serve as transit points for commodity exports and as logistics and distribution hubs for imports. Past and current governments considered similar measures and the time is ripe to move on this issue.

The panel heard from many across Alberta who endorsed regional alliances, including strategies for the North that could enhance the logistics of trade and the export of Alberta's resources.

“ When we look north, Alberta becomes the gateway to the south. ”

“ Don't just focus on getting Alberta's exports to tidewater, recognize that northern routes, like the Alaska-Alberta railway proposal, could position Edmonton and northern Alberta as a logistical hub for distribution of Asian exports into North America. ”

The panel heard various ideas, such as a port in Churchill, Manitoba, pipelines, utility corridors from Prince Rupert, B.C. facing east, the Alaska-Alberta rail and the G7G railway to Alaska. Many encouraged aggressive evaluation of these infrastructure options. Several think tanks also discussed proposals for northern corridors and offered recommendations.

**RECOMMENDATION | Collaborate with other jurisdictions to design and advance regional strategies for northern development; pressure the federal government to implement those strategies:**

Some Albertans were aware of the Senate's leadership role on these strategies and applauded their work. In a 2017 report, the Senate of Canada Standing Committee on Banking, Trade and Commerce observed that, "the development of an east-west corridor through Canada's North and near-North would unlock significant economic opportunities for our country."<sup>17</sup>

The Senate has demonstrated leadership on this issue, and the Government of Alberta should encourage their role in designing and advancing regional strategies for the North, including collaboration with researchers in Alberta.

The panel acknowledges that the North presents unique challenges such as building on permafrost and reaching geographically remote places. Northern strategies also require endorsement by multiple jurisdictions, including the federal government. But as the North opens up, failing to commit resources to these endeavours could irreversibly change the shape of Canada's economy, harming communities and opportunities.

<sup>17</sup> Northern national corridor key to Canada's economic future, page 12, available at <https://sencanada.ca/en/newsroom/northern-national-corridor-key-canada-economic-future>.

Therefore, the panel recognizes an urgent need for well-defined and well-understood regional strategies for Canada's North — not just for trade reasons, but to assure ongoing security and sovereignty. As noted previously in this report, the Government of Alberta is committed to widespread cooperation in securing resource corridors. The panel recommends this nation-building work continue as a priority.

## RECOMMENDATION 6

### Fairer representation in the House of Commons and the Senate

The panel heard from many Albertans demanding fairer representation in the House of Commons and the Senate, and we agree with this demand. However, many participants appeared to believe that stricter adherence to the principle of representation by population in the House would dramatically increase Alberta's representation there. Unfortunately, our analysis does not confirm this.

If the principle of representation were to be more strictly adhered to (see Table below), Alberta would likely gain four to five seats and B.C., three. But Saskatchewan would lose three and Manitoba would lose two for a net gain in Western representation of only three seats. Ontario would experience the greatest gain with seven seats, but every province east of Ontario (with the exception of P.E.I.) would lose seats, making the chances of getting federal-provincial agreement on the redistribution of House of Commons seats virtually zero.

**Would stricter application<sup>18</sup> of the principle of Representation by Population significantly improve western representation in the House of Commons?**

Jurisdiction	2019 Population	Current No. of Seats	No. of Seats under Rep by Pop	Change
Alberta	4,345, 737	34	39	+5
British Columbia	5,020, 302	42	45	+3
Manitoba	1,360, 396	14	12	-2
New Brunswick	772, 094	10	7	-3
Nfld./Labrador	523,790	7	5	-2
NW Territories	44,598	1	1	0
Nova Scotia	965, 382	11	9	-2
Nunavut	38, 787	1	1	0
Ontario	14, 446, 515	121	128	+7
P.E.I.	154, 748	4	4	0
Quebec	8,433, 301	78	75	-3
Saskatchewan	1,168, 423	14	11	-3
Yukon	40,369	1	1	0
CANADA	37, 390,000	338	338	0

<sup>18</sup> It is assumed that the only departures from the principle of representation by population would be leaving the current representation of the three sparsely populated territories as is (one seat each), and leaving the current representation of the smallest province, P.E.I., as is (four seats). Deducting the populations of these four jurisdictions from the total Canadian population leaves us with 37,311,498 Canadians to be represented by 331 seats or one seat for every 112,724 persons.

**RECOMMENDATION | Support and press for the strictest possible application of the principle of representation by population in the House of Commons.**

Having said this, the panel recommends that Alberta remain a strong advocate of the principle of representation by population. As the demographic and economic bases of the country slowly move westward, drawn by the inexorable growth of the Asia Pacific region, adherence to this principle will result in increased Alberta representation in the House of Commons, going forward.

With respect to fairer representation in the Senate, Alberta had long been a champion of a Triple E Senate—democratically elected, with equal numbers of Senators from each province and effective in providing genuine regional representation. In 2011, the federal government went further than any previous federal government in pushing senate reform by introducing Bill C-7, *The Senate Reform Act*. However, the Supreme Court ruled in 2014 in the *Senate Reform Reference Case* that substantive senate reform could not be achieved without a constitutional amendment commanding the support of seven provinces with at least 50 per cent of the population, plus the support of Parliament.

**RECOMMENDATION | Work with other provinces and the federal government to democratize the Senate appointment process.**

Securing equality of representation by province in the Senate currently appears to be out of reach. However, one aspect of Senate reform that could be achieved is democratizing the process whereby candidates for Senate appointments are selected. Alberta has legislation in place, *The Senatorial Selection Act*, to provide for candidate elections. The panel recommends that the Alberta government strongly press other provinces to adopt similar legislation and insist that the federal government honor the results of these democratic elections by appointing the winners to the Senate. While there may be disagreement among the provinces about changing the number of Senators per province, surely there should be substantial agreement that in a democracy, unelected officials should have nothing to do with the framing or passage of federal laws and should be replaced with democratically selected Senators.

## RECOMMENDATION 7

### Fairer representation of the federal civil service and federal offices in western Canada

Canada is a confederation and there is value in having federal presence in the nation's capital. Yet Alberta is a long way from Ottawa. At times the country's leaders have recognized the merits of decentralization, moving federal offices and civil servants to regions where the impacts of decisions are acutely experienced and local expertise is accessible. For example, when the National Energy Board was created in 1959 to oversee international and interprovincial aspects of the energy sector, its head office was located in Ottawa. In 1991, the NEB's head office was moved to Calgary. Another example is the head office for Western Economic Diversification Canada, located in Edmonton.

At times, the federal government has shifted aspects of its operations to regional centres to boost local economies. For example, the Canada Revenue Agency has four tax centres, located in Winnipeg, Manitoba; Sudbury, Ontario; Summerside, Prince Edward Island; and Jonquiere, Québec.

The panel heard from Albertans who endorsed the benefits of decisions being made closer to the issues, especially because "there are challenges in making sure decision-makers in federal headquarters understand the subtleties on the ground." This is reflected in recommendations to replace the RCMP with an Alberta Police Service and to change the residency requirements for Federal Court Justices.

With Alberta in recession, the panel heard from many about the fairness of relocating civil service jobs from Ottawa to the West. For example, "the sum of the areas of the Western Canada parks is 76 per cent of the all National Parks areas located in the 10 provinces. If the territories are included in the sum of Western Canada parks, the number is approximately 90 per cent of total area of all National Parks in Canada."<sup>19</sup> It clearly makes sense to relocate Parks Canada's headquarters from Gatineau, Québec to Western Canada.

#### RECOMMENDATION | Secure fairer representation of the Federal civil service and federal offices in Western Canada

That panel encourages the Government of Alberta, collaborating with other Western provinces, to ask the federal government for a distribution map of federal civil servants across Canada and a list of federal government agencies and decision-making bodies that can be recommended for relocation to Western Canada.

The panel understands that civil servants and politicians located in the Capital Region may not support these changes. Moving public servants away from the Ottawa, the House of Commons, the Senate and Ministry offices, is likely to meet resistance. Moreover relocating people and offices is expensive. Nonetheless, the symbolism of further decentralization of the federal civil service would send a positive message to Albertans, above and beyond the merits of local decision-making and regional job creation.

<sup>19</sup> The National Parks are listed at : <https://www.pc.gc.ca/en/pn-np/recherche-parcs-parks-search>.



## RECOMMENDATION 8

### Abolish or change residency requirement for the federal courts

In recent years, the Federal Court and Federal Court of Appeal have wielded significant influence over issues that affect the interests of Albertans, including judicial decisions that quashed the approvals of the Northern Gateway and Trans Mountain pipelines. Historically, the courts did not play such a strong role in determining the fate of projects affecting Albertans' lives. Prior to 1971 (when the modern Federal Court and Court of Appeal were established), the Superior Courts in the provinces had supervisory jurisdiction over the federal regulatory bodies such as the National Energy Board. After 1971, supervision over the National Energy Board went to the Federal Court of Appeal. This means the federal courts' composition is of vital importance to Alberta.

#### RECOMMENDATION | Abolish or at least change the residency requirement for the federal court.

Section 5.4 of the *Federal Courts Act* requires that at least five Federal Court of Appeal judges and at least 10 Federal Court judges must have been judges of the Court of Appeal or of the Superior Court of the Province of Québec, or have been members of the bar of that province. Section 7(1) of the Act also requires Federal Court of Appeal and Federal Court judges to reside in or within 40 kilometres of the Ottawa region. This means that the federal courts are not truly national courts, and its judges are not necessarily affiliated with the regions over which they exercise their jurisdiction.

The panel recommends that the federal courts' jurisdiction over national regulatory bodies be abolished and transferred to the Superior Courts of each province. If such a recommendation is unachievable, the panel recommends that the requirement for judges to reside in the Ottawa region be removed. There should be a regional distribution requirement, similar to the existing one for Québec, to ensure judges are drawn from all geographic regions in Canada. Furthermore, when hearing an appeal from a national regulatory body such as the National Energy Board, if the subject of the appeal affects a specific province, at least one judge on the panel hearing the appeal should be drawn from that province.

The panel notes that the federal courts already hold hearings across the country. It would not be difficult or impractical to allow judges to reside and maintain offices outside of the Ottawa region. In the United States, federal trial and appeals court judges live and maintain chambers across the country, and Canada should follow suit.

The unnecessary residency provision in Section 7(1) has unfortunate consequences. The rule makes it harder to recruit talented lawyers from Western Canada to serve on the federal courts. The panel heard that it is often difficult to convince Western Canadian lawyers to accept an appointment to the Federal Court or Federal Court of Appeal, given that doing so requires them to move to Ottawa, often at a relatively late stage of their careers. The panel counted almost 60 judges in the federal courts, of whom only seven could be identified as having practiced law in Western Canada.

The requirement that judges reside in Ottawa may also mean that they are less likely to understand the realities of Canada's regions. Since all federal court judges' offices are in Ottawa, most court staff, including staff lawyers and law clerks, are required to reside in Ottawa. Most of the legal staff who work for the federal courts are drawn from a narrow region of the country, and most are graduates of a small number of Central Canadian law schools. The end result is that the perspectives of regions closer to Ottawa are likely to predominate within the institution.

The panel notes that making a change of this nature would send an important signal that federal institutions, including the federal courts, exist to serve all Canadians. The change would also have important practical effects, encouraging more talented

Western Canadian lawyers to consider serving on the bench and making the federal courts more responsive to the values and concerns of Westerners. The net financial cost of a change of this nature to the federal government would likely be negligible, as it would not increase the total amount of building space required, and might even reduce the costs associated with judges traveling from Ottawa to hearings in other cities.

## RECOMMENDATION 9

### **Assert more control over immigration for the economic benefit of Alberta**

Except for Québec, most provinces defer to the federal government's immigration framework. Under the Provincial Nominee Program, each province may select and nominate individuals for permanent residence based on their labour market needs. New immigrants are entitled to settlement assistance, such as free language training under provincial government administered

“ 60% of Albertans weren't born here. We are the most Canadian province of them all, yet we are not treated like it. ”

programs. Historically, the majority of these funds are allocated to Québec under the Canada-Québec Accord.

Many Albertans who spoke to the panel recognized the merits of having a voice in immigration and several people recommended that Alberta take a more proactive role in the Provincial Nominee Program (specifically, attracting economic immigrants tied to our province's specific needs) and overall in the decisions about the numbers of immigrants settled in Alberta.

Very few who spoke to the panel endorsed a Québec-style approach to immigration, in particular Québec's requirement that immigration candidates attest to democratic values and Québec values. Several people noted that Alberta had an extremely diverse population and that the diversity was an asset. "Canada's immigration-driven population boom has been one of the few bright spots for the economy, credited with supporting the labor force and the housing market."<sup>20</sup> Alberta built its strong economy by attracting others to the province. Albertans understand the value of building diversity through immigration.

### **RECOMMENDATION | Assert more control over immigration for the economic benefit of Alberta.**

The panel recommends that the Government of Alberta proactively use provincial immigration powers as a tool to:

1. attract economic immigrants tied to Alberta's needs under the Provincial Nominee Program, and
2. be more involved in decisions about the number of immigrants settled in Alberta.

Adopting a more proactive role in immigration will require intention and focus. The panel notes that the Government of Alberta created a ministry responsible for labour and immigration, and views this as a positive signal.

<sup>20</sup> <https://www.bnnbloomberg.ca/immigration-could-help-canada-top-u-s-in-economic-growth-this-year-1.1370114>

## RECOMMENDATION 10

### Advance market-based approaches to environmental protection, including reducing GHG emissions

Article 6 of the Paris Agreement<sup>21</sup> envisions one party transferring credits for lowering emissions to another party that has a higher target. This could include credit for carbon sinks (in boreal forests and grasslands) and for agricultural and forestry carbon sequestration practices. As well, western Canadian energy-producing jurisdictions — including British Columbia, Alberta and Saskatchewan — are not fully supported by the federal government as they negotiate carbon offsets where exports of liquefied natural gas (LNG) could displace coal generation in countries, such as Japan and China.

It is unclear how Article 6 will apply to transferring credits between subnational governments or individual companies, but it is imperative that the federal government support Alberta's ability to take full advantage of such mechanisms. The panel heard from many Albertans who were frustrated by the perceived unfairness of Québec negotiating a carbon agreement with California, while western energy-producing provinces could not advance carbon offset mechanisms with other jurisdictions. Albertans also asked the panel why the federal government is not aggressively pursuing recognition for carbon credits for agricultural and forestry practices in Canada. To many, this seemed unfair.

The panel met with industry groups that noted Alberta has legislated the amount of GHG emissions produced by large industrial emitters since 2007. As part of this regulatory framework, a carbon offset market exists that allows farmers to sell carbon offset credits to large emitters within Alberta and to organizations outside the province. Alberta currently has 16 approved protocols that can create offsets.<sup>22</sup> To be an approved protocol, the technology must be beyond business as usual, proven by scientific research, quantifiable and verifiable. For example, "conservation cropping" is a type of soil management that sequesters carbon in the soil and reduces GHG emissions.

In 2019, the Government of Canada announced funding to develop the Federal GHG Offset System in which offset credits encourage compliance by federally regulated facilities. In its discussion paper *Carbon Pollution Pricing: Options for a Federal GHG Offset System*,<sup>23</sup> the federal government lists criteria required for unique projects to qualify, and how it intends to harmonize with existing provincial offset schemes. If the conservation cropping protocol meets federal criteria, Albertans could use their provincial credits as "recognized units" toward compliance for federally regulated facilities (potentially increasing demand for their credits). Since the Paris Agreement specifically refers to "sinks" as a legitimate way to reduce GHG emissions and the federal government refers to the Offset System as a tool to reach their Paris Agreement obligations, this could be a mutually beneficial opportunity for Alberta farmers and the federal government.

Therefore, the panel recommends that Alberta continue to work with other provinces to pressure the federal government to speed up recognizing and using uniquely Canadian and Albertan ways to reduce our carbon footprint. Meanwhile, the panel also recommends that Alberta work directly with other provinces to mutually recognize offset protocols to allow Alberta agricultural or forestry operators to sell offsets to other jurisdictions, such as Quebec or Ontario, while also enabling large producers in Alberta to purchase offsets from other provinces.<sup>24</sup>

<sup>21</sup> [https://unfccc.int/files/meetings/paris\\_nov\\_2015/application/pdf/paris\\_agreement\\_english\\_.pdf](https://unfccc.int/files/meetings/paris_nov_2015/application/pdf/paris_agreement_english_.pdf)

<sup>22</sup> <https://www.alberta.ca/alberta-emission-offset-system.aspx>

<sup>23</sup> <https://www.canada.ca/content/dam/eccc/documents/pdf/climate-change/pricing-pollution/Options-GHG-Offset-System.pdf>

<sup>24</sup> Anna Cameron and Trevor McLeod, "Patchwork Pollution Solution: Stitching Together a Canadian Climate Plan," Canada West Foundation, July 2015 [https://cwtf.ca/wp-content/uploads/2015/07/NRP\\_PatchworkPollutionSolution\\_Report\\_JULY2015\\_WEB.pdf](https://cwtf.ca/wp-content/uploads/2015/07/NRP_PatchworkPollutionSolution_Report_JULY2015_WEB.pdf)

Many Albertans argued that the federal carbon tax encouraged carbon leakage (an increase in GHG emissions in other countries as a result of reduced emissions in Canada), because the tax applied to domestically produced oil and gas, but not imported oil and gas. While Canadian oil and gas production receives some recognition for its trade-exposed status through the output based allocations under both the Federal Output Based Pricing System and Alberta's TIER system, producers still have to pay a carbon price for every tonne of emissions above those allocations, while foreign imports face no tariffs or penalties when coming into Canada. This approach has the potential to make Canadian products and services less competitive relative to foreign competition. This is especially unfair to many agricultural producers who are seeing large increase in costs, while their foreign competitors can ship into Canada without paying a carbon tax, even on trucking costs.

**RECOMMENDATION | Collaborate with other provinces and industry to advance market-based approaches to environmental protection, including a reduction in GHG emissions.**

The panel recommends that Alberta continue its judicial challenges of federal government overreach on carbon pricing, and collaborate with other provinces and industry to advance market-based ways to manage carbon emissions for the benefit of all resource sectors, including agriculture and forestry.

The panel also recommends that Alberta encourage further research on carbon leakage and other consequences of the federal carbon tax that compromise the competitiveness of Canadian resource sectors.

The panel acknowledges that many challenges accompany this recommendation. But the stakes are very high, and Alberta's and Canada's competitive place in the world is at risk. The panel concludes with the observations of Chief Justice of Alberta Catherine Fraser in the recent Alberta Court of Appeal decision regarding the *Greenhouse Gas Pollution Pricing Act*:<sup>25</sup>

Further, factually, in any event, there is no evidence on this record that anything any one province does or does not do with respect to the regulation of GHG emissions is going to cause any measurable harm to any other province now or in the foreseeable future. Four large countries or groups of countries, the United States, China, India and the European Union generate, cumulatively, 55.5% of the world's GHG emissions. Canada, given its northern climate, vast geography and comparatively small population, generates 1.8%.<sup>26</sup>

<sup>25</sup> Reference re *Greenhouse Gas Pollution Pricing Act*, 2020 ABCA 74.

<sup>26</sup> para 324.



## RECOMMENDATION 11

**Challenge federal overreach through court challenges**

The panel heard that Alberta should assert its jurisdiction against federal encroachment through court challenges such as the current challenge to the federal carbon tax. Alberta is also challenging Bill C-69, or the *Impact Assessment Act*.

**RECOMMENDATION | Continue to challenge federal legislation that affects provincial jurisdiction.**

The panel recommends that Alberta challenge federal overreach in court whenever possible. This can be done on a global scale by sending reference cases to the Alberta Court of Appeal, as it did in the Carbon Tax case, as well as the pending challenge to Bill C-69.

## RECOMMENDATION 12

**Prohibit the federal government from spending, taxing, legislating or treaty making in areas of provincial or joint jurisdiction without the consent of the affected province(s)**

One of the greatest sources of national disunity in Canada, and the increasing alienation of Alberta from the federal union, is federal spending, taxing, legislating and treaty-making powers in areas of provincial jurisdiction (such as natural resources development and conservation), or joint jurisdiction (such as environmental protection or pensions), without the consent of—indeed often over the opposition of—the province(s) affected. Examples directly and negatively affecting Alberta include the 1980 National Energy Program—which invaded Alberta's jurisdiction over its natural resources—and the federal government's recent imposition of a carbon tax, which legislates within an area of joint jurisdiction (environmental protection) without Alberta's consent.

**RECOMMENDATION | Work with other provinces to secure a federal-provincial agreement prohibiting the federal government from spending, taxing, legislating, or treaty making in areas of provincial or joint jurisdiction without the consent of the affected province(s)**

A constitutional amendment prohibiting such incursions would remedy the situation. While most provincial governments would likely support such an amendment, the support of the Parliament of Canada is still missing.

Therefore, a more immediately achievable goal may be to implement this prohibition via a federal-provincial agreement. That then is the focus of this recommendation.

## Unilateral actions

Unilateral steps we recommend the Government of Alberta take immediately.

### RECOMMENDATION 13

#### Withdraw from the Canada Pension Plan and establish an Alberta Pension Plan

At the outset of the discussion, it is important to lay out some facts about the current state of the Canada Pension Plan (CPP) as it relates to Albertans. According to experts consulted by the panel, nearly three million Albertans contribute to the CPP. Alberta's younger population, higher incomes and historically higher rates of employment — relative to Canadian averages — means that Albertans contribute disproportionately to the CPP. In 2017, for example,<sup>27</sup> Alberta workers represented 16.5% of the total contributions to the CPP, while Alberta retirees consumed 10.6% of CPP expenditures. This resulted in a net contribution of \$2.9 billion by Albertans in 2017. Over the last decade (2008–2017), Albertans' net contributions totaled \$27.9 billion. As contributions to the CPP are planned to increase over the next five years,<sup>28</sup> Albertans' subsidization of the CPP will likely continue to grow.

If Alberta withdrew from the CPP and created an Alberta Pension Plan (APP), Alberta's hypothetical contribution rate could be reduced from the present rate of 9.9% to as low as 5.85%<sup>29</sup>. That represents an opportunity for Albertans to keep the approximately \$3 billion annual subsidy to the rest of Canada (excluding Québec which has an independent pension plan), while maintaining base benefits for Alberta retirees at a level comparable to CPP. This could be used to reduce Albertans' premiums, while maintaining or increasing benefits paid to pensioners over time.

Alberta's current proportion of the \$400 billion CPP reserve fund has been estimated to be between \$40–\$70 billion<sup>30</sup>. This amount would be transferred to the APP reserve fund to partially cover the accrued payment obligations the APP would assume from the CPP. The APP could choose to keep these funds under the management of the Canada Pension Plan Investment Board (CPIB) or move them to AIMCo or another fund manager(s) based on a cogent and diligent analysis of risks and benefits.

Any fund manager(s) selected for the APP fund would be guided by a clear governance and accountability mandate to deter political interference. This was a critical factor when the CPIB was established in 1997, taking over the investment functions of the CPP from the federal department of finance, and when AIMCo was established in 2008, taking over investment management of several funds from Alberta Finance.

<sup>27</sup> The numbers quoted come from a study by the Fraser Institute titled *Albertans Make Disproportionate Contributions to National Programs: The Canada Pension Plan as a Case Study* available at <https://www.fraserinstitute.org/studies/albertans-make-disproportionate-contributions-to-national-programs>. The panel verified these numbers by checking against Statistics Canada sources cited in the study, as well as other sources such as the Office of the Superintendent of Financial Institutions' (OSFI) CPP 29th Actuarial Report (<https://www.osfi-bsif.gc.ca/Eng/Docs/cpp29.pdf>). The numbers in the Fraser Institute's study can be verified as being reasonably accurate. The panel notes in various submissions to it by various experts, none disputed the veracity or accuracy of the numbers in the study. The quote is an excerpt from the referenced Fraser Institute report.

<sup>28</sup> Grant Thornton Insights - <https://www.grantthornton.ca/insights/changes-to-cpp-is-your-business-ready/>

<sup>29</sup> In the study titled *Albertans Make Disproportionate Contributions to National Programs: The Canada Pension Plan as a Case Study*, the Fraser Institute estimated the effect on the CPP contribution rate if Alberta withdrew from the CPP. The calculations are based on CPP prior to its expansion and on the OSFI's definition of sustainability. Based on Alberta's current disproportionate contributions to the CPP, the contribution rate would have to increase from 9.9% to 10.6% to remain sustainable if Alberta withdrew from the plan. Alternatively, Alberta's hypothetical standalone rate could be as low as 5.85%.

<sup>30</sup> Fraser Institute researchers; Keith Ambachtsheer in his paper titled *The Alberta Pension Plan Proposal: What's In It for the People of Alberta?* available at <https://kpa-advisory.com/policy-papers/the-alberta-pension-plan-proposal-what-s-in-it-for-the-people-of-alberta/>

The panel received substantial feedback on this question, both positive and negative. Some think Alberta's disproportionate contributions are unfair and, therefore, support creating an APP. Doing so would not only make economic sense, but also deliver a clear message to Ottawa and fellow Canadians. After all, many reasoned, since Québec (and many European nations with small populations such as Denmark) has its own pension plan, Alberta can successfully do the same. It would also allow Alberta to take back powers that constitutionally belong with the province.<sup>31</sup>

On the other hand, the panel also heard a number of concerns about creating an APP. Pensions represent security to people who have contributed, especially as they get closer to retirement. Many seniors unequivocally told the panel: make sure pensioners are protected! They also said that APP funds would need to be invested using global best practices of pension plan management.

Some business interests suggested that the implementation of an APP should support and not become a barrier to attracting investment and workers to Alberta. The panel clearly heard the importance of conducting a cogent and diligent study of the costs and benefits of creating the APP.

The panel met with economic policy groups, investment, pension and legal experts, as well as with the CPPIB and AIMCo, to ensure we were well informed on the technical and legal issues around this very important issue. We recommend that the Government of Alberta continue to ensure the best advisory support and technical advice on establishing an APP going forward.

The panel notes that Section 94A of the BNA gives the federal government jurisdiction over laws relating to old age pensions, but no such federal law can affect the operation of any provincial laws relating to old age pensions. This suggests that the provinces have the final say on how pension plans operate, if they choose to legislate in the area.

Indeed, section 4(1) of the *Canada Pension Plan Act* states that the act does not apply to employment earnings in a "province providing a comprehensive pension plan," a defined term under s 3(1) of the CPP Act. To meet the definition of a "province providing a comprehensive pension plan," the province must give three years' notice in writing to the federal Minister of Employment and Social Development of its intention to establish a provincial pension plan.

**RECOMMENDATION | Develop a comprehensive plan to create an Alberta Pension Plan and withdraw from the Canada Pension Plan**

The Province of Alberta is constitutionally and legally permitted to exit the CPP and create its own APP. Alberta would be required to provide a comparable set of benefits to all eligible CPP beneficiaries in the province. As a result, Albertans receiving benefits or eligible to receive benefits would not see their benefits reduced. Establishing an APP would take time under current rules and would require detailed negotiations with the federal government and the CPPIB.

<sup>31</sup> It should be noted the eight large Canadian pension plan managers including the CPPIB and AIMCo are regarded as global leaders by their international peers in terms of their approach to governance and their investment policies, the scale of their assets and their solid performance. The Melbourne Mercer Global Pension Index, widely considered as the premier international ranking of retirement income systems, has found Canada's to be among the strongest in the world.

After a referendum, if Alberta notified the federal government of its intent to withdraw from the CPP, the province's equivalent pension plan could not begin to operate until the January three full years later. Once notice is given, the CPP Act mandates the federal Minister of Finance must transfer to the withdrawing provincial government the value of all obligations and liabilities accrued from the day the CPP started with respect to the payment of benefits in that province.<sup>32</sup>

**RECOMMENDATION | Subsequently provide Albertans the opportunity, via a referendum, to vote for or against withdrawing from the Canada Pension Plan and creating the Alberta Pension Plan**

As to the question of portability, the panel received expert advice that the processes and procedures between the CPP and Québec are well established and deal effectively with portability. Prior to a referendum, the Government of Alberta would need to examine in detail how Québec administers its pension plans for its citizens who move and work across Canada, and work to design a seamless approach.

Therefore, the panel recommends vigorously exploring this option and conducting the due diligence needed to assure Albertans that benefits and risks are understood and can be positively managed. Albertans will want to be assured that the APP would be managed independently in an arms-length manner by an experienced manager using best governance and practices for pension plan management.

Managing an APP by the CPPIB is one option. Moving wholly or in part to using AIMCo is another. The CPPIB and AIMCo have a history of co-investing and cooperation that could facilitate a joint approach.

<sup>32</sup> The federal Minister of Finance will pay the amount to the government of the province, by transferring those securities of that province as defined in the *Canada Pension Plan Investment Board Act*.



## RECOMMENDATION 14

### Create an Alberta police service to replace the RCMP

The panel heard from many Albertans, especially those in rural Alberta, about the challenges facing law and order in their communities. Several expressed their appreciation of local RCMP officers but their frustration with the bureaucracy of the RCMP. Several expressed their disappointment with how many of the fine men and women who served in their community would be transferred to another town after having settled in and becoming familiar with the community. This lack of continuity means that knowledge and experience never accumulate properly within local law enforcement. This results in criminals having the upper hand.

While some expressed frustration with the courts and delays in prosecutions, Albertans outside Edmonton and Calgary generally called for greater local control over law enforcement, and most certainly not from Ottawa.

While a few people expressed their wish to keep the RCMP in Alberta, they seemed motivated either by a sentimental attachment to the RCMP or a concern about the extra cost and red tape associated with creating a provincial police force. Even supporters of a provincial police force were not against what the RCMP represented historically. Rather, they felt that the RCMP has become too bureaucratic to respond flexibly to the needs of small communities. A few also felt that Alberta controlling its own law enforcement would send a message to Ottawa that Alberta was in charge of its destiny, and that it would rather to spend its own money on its own men and women, rather than paying for a bloated Ottawa bureaucracy.

The panel notes that the RCMP in Alberta perennially struggles with having enough RCMP officers to adequately staff smaller municipalities. Posting officers in a small communities, then relocating them anywhere in Canada, is a disincentive for many applicants. Indeed, in 2006, Alberta created the Alberta Sheriffs to help with traffic enforcement, surveillance, communications, and security at the courthouse and the legislature. However, in many small towns, sheriffs have become the backbone of local law enforcement when RCMP staffing is inadequate.

In 2011, then Premier Ed Stelmach renewed Alberta's contract with the RCMP for 20 years, from April 1, 2012, to March 31, 2032. The contract contains a termination clause, which allows the agreement to be terminated on March 31 of any year by either party, giving the other party at least twenty-four months' notice. In other words, Alberta could, when this report is issued, terminate its agreement with the RCMP effective March 31, 2022. The contract could be terminated even earlier if the federal government concurred.

Alberta pays \$262.4 million annually for RCMP service, with the federal government paying \$112.4 million annually. If Alberta canceled the agreement and created its own new provincial police service, the current federal contribution would have to be fully or partially absorbed by the province and municipalities.<sup>33</sup>

<sup>33</sup> Municipalities will be responsible for \$15.4 million of policing costs in 2020, and \$60.3 million in 2023. The total contributions from small and rural municipalities will be \$200.6 million by 2024.

That being said, the panel believes, based on feedback from various stakeholders, that Alberta communities would benefit greatly from having a provincial police service. An Alberta Police Service would enable local control over law enforcement. Regional policing districts could pool resources to tackle crime depending on where and when criminals operate. This could happen without waiting for prior approval from Ottawa every time a new initiative is needed to tackle crime. A stable police service that allowed members to stay grounded in local communities would be attractive to men and women considering law enforcement as a career. Officers would become more invested in their local settings, allowing them to better connect with local citizens and gain insights into where and how criminal elements operate in each community. Such local knowledge would be retained in the community and allow for more effective policing.

#### RECOMMENDATION | Create an Alberta Police Service to replace the RCMP.

Short-run costs could be absorbed by efficiencies of scale and scope across policing regions within the province. In provinces such as Ontario and Québec, provincial police forces are in charge of regions outside metropolitan areas. Indeed, Alberta had its own police service called the Alberta Provincial Police until 1932.

Under the current contract with the RCMP, Alberta sets the objectives, priorities and goals of the RCMP in Alberta.<sup>34</sup> Meanwhile, Canada controls internal management, including administration, professional police standards and procedures.<sup>35</sup> The current contract only provides police services in rural areas. Municipalities with over 5,000 people have their own agreements with the RCMP and are not covered by the agreement with the provincial government.<sup>36</sup>

The panel recommends that Alberta should make the case for switching to an APS very clearly to municipalities that currently use the RCMP. Any extra costs incurred by Alberta should not be passed on to municipalities without their consent. Protocols regarding governance and recruitment should be in place prior cancelling existing contracts. Alberta should assess the long-term benefits of moving to its own APS. Regions and municipalities that would be significantly affected by any switch need to know how this change would impact citizens.

In many communities, the panel heard about a “revolving door” to the courthouse for individuals charged with serious crimes only to be released on bail. Sometimes charges against the accused are dismissed due to delays in prosecution. While criminal law is the jurisdiction of the federal government, the province has some control over the administration of justice. This includes the appointment of provincial court judges and Crown prosecutors. Alberta can also take steps to speed up trials by prioritizing violent crimes over non-violent ones. The panel notes that Alberta is committed to hiring more Crown prosecutors. The panel also recommends that Alberta hire more provincial court judges who will bring a sense of fairness and expediency to the administration of justice.

<sup>34</sup> Article 6.1 of the Provincial Police Service Agreement.

<sup>35</sup> Article 6.2 of the Provincial Police Service Agreement.

<sup>36</sup> Article 10 of the Provincial Police Service Agreement.

## RECOMMENDATION 15

**Appoint an Alberta Chief Firearms Officer**

During the panel's consultations, many Albertans favoured the province having its own Chief Firearms Officer (CFO), as do other provinces. Many pointed out that the federal government provides Alberta with ineffective police services, while it seizes law-abiding citizens' firearms. This sentiment was heard the loudest in Calgary and many rural communities.

Firearms are federally regulated under the *Firearms Act* and Part III of the Criminal Code. But the Firearms Act allows provinces to have their own CFO. Any provincial CFO would need to follow federal law, but enforcement of such laws, including the exercise of discretion, could have an Alberta flavour. If the RCMP did not provide provincial police services—as recommended above—Alberta could control how such federal laws are enforced. A CFO's duties include issuing and revoking firearm licenses, approving firearm purchases and sales, issuing authorizations to transport firearms, issuing authorizations to carry firearms, approving shooting clubs and ranges, administering the Canadian Firearms Safety Course, and approving and inspecting gun shops and other businesses.

## RECOMMENDATION | Appoint an Alberta Chief Firearms Officer

Of course, the federal government would still have direct control over which firearms are legally manufactured, owned and imported into Canada. The courts would also likely side with federal law regarding any legal challenges to enforcement. Even if a provincial police service existed in Alberta, RCMP officers could still enforce only federal law in the province, but it would be costly a costly way to provide federal law enforcement. This would give Alberta a degree of autonomy from the federal government. The cost to operate Alberta's own CFO office would be minimal, especially compared to the advantages that the potential increase in local control might achieve. At the very least, having an Alberta CFO at the table would give Albertans a voice as decisions about firearms in Canada are made.



## RECOMMENDATION 16

### Participate in negotiating and implementing international agreements affecting Alberta's interests

While the panel did not receive much direct feedback on this recommendation at town halls, it did receive feedback from various experts, individuals and groups. The issue is sufficiently vital to Alberta's economic independence and development that the panel strongly recommends ensuring that Alberta's interests are represented as international agreements affecting Alberta's interests are negotiated and implemented.

While the Canadian government is the signatory to international treaties, matters under provincial constitutional jurisdiction have increasingly become the subject of these international negotiations. As well, provinces often have responsibility to implement commitments made in these treaties. The panel, therefore, strongly encourages Alberta to continue to pursue full provincial participation in international treaty negotiations affecting Alberta's interests. This includes trade and investment agreements, such as the US-Mexico-Canada Free Trade Agreement and the Canada-European Union Comprehensive Economic and Trade Agreement, as well as international environmental agreements that affect Alberta.

The panel notes that international environmental agreements — where jurisdiction is uneasily shared between the federal and provincial governments — are increasingly challenging for Alberta. For example, the federal government can accept an international obligation and seek to implement that obligation across Canada, even if implementation directly and negatively affects Alberta.

Québec's international policy document clearly articulates the merits of an international strategy for provinces: "More than ever, what happens beyond our borders has a direct impact on what happens here at home."<sup>37</sup> That is certainly the case in Alberta, too.

Several people called for Alberta to have a seat at the table when deciding how to implement international agreements, including the recently negotiated free trade and climate change agreements. While few people commented specifically on the mechanics of how this would work, many clearly expressed their understanding that Alberta's voice was often diminished and found that frustrating.

For example, people in the agriculture and forestry sectors expressed their view that the federal government was dragging its feet on advancing carbon offsets and credits envisioned under Article 6 of the Paris Agreement. These mechanisms could give Albertans credit for carbon sinks in the province's boreal forests and vast grasslands, as well as for carbon sequestration practices. Likewise, those in the energy sector expressed frustration that Canadian energy-producing provinces, including British Columbia, Alberta and Saskatchewan, are being hampered in their ability to negotiate carbon offsets. Exports of liquefied natural gas (LNG) could displace coal generation in countries that could receive our LNG exports, such as Japan, China and India. Many pointed out that Québec negotiated a carbon agreement with California, while Alberta remains unable to advance carbon offset mechanisms with other jurisdictions. To many, that seemed patently unfair.

<sup>37</sup> Page 5, *Quebec on the World Stage: Involved, Engaged, Thriving* available at [https://www.mrf.gouv.qc.ca/content/documents/en/PIQ\\_DocumentLong\\_EN-NUM.pdf](https://www.mrf.gouv.qc.ca/content/documents/en/PIQ_DocumentLong_EN-NUM.pdf).

Interest groups also expressed support for strengthening Alberta's role in international treaty negotiations and implementation. Specifically, the Canadian Association of Petroleum Producers, Canada West Foundation and the Progressive Group for Independent Business shared their ideas on how Alberta could seek a stronger, more formal role in international treaty negotiations. This could involve a federal-provincial agreement on managing international agreements and a more formal role in working with federal negotiators on the negotiating approach, objectives and commitments.

The panel recognizes that Alberta would need to provide adequate resources to ensure Alberta's interests are protected and advanced. Getting a fair deal for Alberta includes protecting provincial jurisdiction, as well as garnering economic benefits. Alberta's international offices could play such an intergovernmental role.

**RECOMMENDATION | Secure a seat at the table when the Federal Government negotiates and implements international agreements and treaties affecting Alberta's interests.**

The panel places a priority on proactively building alliances with like-minded provinces, such as British Columbia, Saskatchewan and possibly Manitoba, regarding cross-border mechanisms or a coalition regarding carbon offsets.

Formalizing this arrangement with the federal government may be challenging, especially in areas where the federal government and Alberta disagree on the division of powers (such as environmental agreements and those affecting climate change). An intentional, explicit Alberta strategy on its role in negotiating and implementing international agreements would be constructive even in the absence of a formal agreement with the federal government.

## RECOMMENDATION 17

**Strengthen Alberta's presence in Ottawa**

In town halls across Alberta and in written submissions, Albertans frequently spoke of the ways Alberta was not getting its fair share of federally-funded programs and contracts. For example, arts, culture and sponsored research funding<sup>38</sup> is less per capita in Alberta compared to other provinces. More generally, there was a sense that unseen equalization was not working in Alberta's favour. Many people saw merit in emulating Québec's practices in ensuring their fair share within Confederation. People did not often explain how this could be achieved, but they encouraged the panel to determine how Québec so successfully advocates for their province's interests.

The Government of Alberta's ability to ensure that Albertans get their fair share of federal government resources can be compromised by the long distance between Ottawa and the western provinces. Over the decades, the Government of Alberta's presence in Ottawa has ebbed and flowed. As such, the panel recommends that Alberta's presence be intentional, strategic and proactive.

The Government of Alberta has already announced its intention to re-establish an office in Ottawa. The panel recommends that this office work closely with Alberta Intergovernmental Relations and be given a significant mandate to defend and promote Alberta's interests in Ottawa. The panel further notes that such an office, similar to the Québec government's office in Ottawa, would have close proximity to and close contact with federal decision makers. It would help to ensure that the Alberta government is well informed about federal policies and that Alberta's positions on priority issues are effectively communicated.

More specifically, Alberta government representatives in Ottawa could enhance representation by Members of Parliament and Senators from Alberta who are valued voices and advocates for Albertans in Ottawa. Staff in Alberta's office in Ottawa could play a critical role in:

1. Working with federal ministries and forging links with embassies, high commissions, trade offices and trade missions to communicate Alberta's economic priorities and how Alberta could be a full partner in the federation.
2. Ensuring that Alberta's citizens in the public, private and non-profit sectors are aware of and have access to their fair share of federal government program dollars in economic, social and cultural spheres.
3. Ensuring that any intended or unintended federal encroachments on provincial jurisdiction are brought to the attention of the Alberta government as expeditiously as possible.

**RECOMMENDATION | Strengthen Alberta's presence in Ottawa.**

Certainly, there will be challenges. It will cost Albertans money to assure this level of presence and proactive role in Ottawa. Measuring the value of an Ottawa office may be difficult. The panel, therefore, recommends that the impacts of this office be assessed like any of Alberta's international trade offices. Alberta's office in Ottawa would also need to coordinate with other Alberta representatives in Ottawa. An Alberta Secretariat in Ottawa could coordinate these voices and efforts. Since partisanship can be a barrier to effectiveness, the panel recommends that such strategies be pursued in a non-partisan manner.

<sup>38</sup> <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=3710002601&pickMembers%5B0%5D=1.10&pickMembers%5B1%5D=2.1&pickMembers%5B2%5D=4.4>

## RECOMMENDATION 18

**Opt out of new federal cost-shared programs with full compensation**

The federal government has used its spending power<sup>39</sup> to fund federal-provincial shared cost programs in areas that fall primarily under provincial constitutional jurisdiction.<sup>40</sup> The Canada Health Transfer (CHT) and the Canada Social Transfer (CST) are, respectively, the largest and third-largest federal fiscal transfer programs. Despite a relatively small contribution to overall provincial costs, these federal government transfers can create spending pressures for the provinces. As well, these programs exert federal government leverage on how programs are delivered by the provinces. For example, provinces are threatened with a claw-back of their health transfer dollars for implementing innovative approaches to health care delivery.

“ Provinces are in huge deficits because they’ve been faced with a tsunami of health spending. ”

Historically, Québec has been the only jurisdiction to opt out of federal cost-sharing programs. In 2004, while other provinces and territories agreed to joint funding for priorities and reporting requirements in health care with the federal government, Ottawa signed an agreement with Québec allowing that province to design its own targets and do its own reporting on outcomes, while still receiving federal funding. This special agreement was cited as “asymmetrical federalism.” Canada’s Premiers have frequently opined that provinces and territories have the right to opt out of any federal-provincial program and should receive full federal financial compensation. Yet, the provincial right to opt out with reasonable compensation has, in practice, only been intermittently respected by Ottawa.

The panel heard from Albertans who were aware of the federal government’s intention to launch a national pharmacare program. Some were supportive, while others were cautious, even cynical: *“Be careful of national programs (in housing, early learning, childcare). The way they’re structured, you will always lose.”* The panel heard from people working within the health care system who talked about the extent of the federal government’s influence on provincial decisions regarding health care delivery and this influence’s dampening effect on innovation and reform. Those comfortable with the status quo cited fears of Alberta moving toward two-tier, American style health care if Alberta opted out of the Canada Health Transfer.

**RECOMMENDATION | Opt out of new federal cost-sharing programs, subject to Alberta receiving full compensation.**

In any federal-provincial negotiations on a proposed national pharmacare program, the panel urges Alberta to ensure that provincial responsibilities for the design and delivery of drug coverage are recognized. The panel also recommends that Alberta take the position that, like Québec, Alberta has the right to unconditionally opt out of any newly created national shared cost program, with full financial compensation.

<sup>39</sup> Defined as “the power of Parliament to make payments to people or institutions or governments for purposes on which it [Parliament] does not necessarily have power to legislate.” (P.E. Trudeau, *Federal-Provincial Grants and the Spending Power of Parliament*, p. 4).

<sup>40</sup> For example, in relation to health care: Subsection 92(7) of the BNA Act states provinces are primarily responsible for health care. The federal government does not have a direct role in matters of health care but does have constitutional responsibilities outlined in Section 91(1) regarding public health.



The panel notes that Québec has negotiated very effectively with the federal government in this space. If the federal government can have an asymmetric arrangement with Québec, Alberta should ask if the federal government would have a similar arrangement with other provinces.

Specifically, would Ottawa be prepared to provide full or reasonable compensation to Alberta if Alberta opted out of a new program like pharmacare? Many Albertans would regard it as only fair that Alberta (and other provinces) be given the same opportunity as Québec.

## RECOMMENDATION 19

### **Resist federal government intrusions into health and social programming, and do not seek to exchange cash payments for tax points at this time**

The Premier's mandate letter asked the panel to consider if Alberta should exchange the existing Canada Health Transfer (CHT) and the Canada Social Transfer (CST) for tax points. The potential impact of this exchange is not widely understood by Albertans, and the panel received very limited feedback on this question.

The CHT and CST programs provide Alberta with supports for health care, social services, post-secondary education and early childhood development. For 2019-2020, Alberta received approximately \$4.7 billion in CHT and \$1.7 billion in CST. Challenges exist with the current system of cash payments to Alberta from the federal government under these programs. Ottawa can withhold a portion of the cash payment if a province does not implement a program strictly according to federal requirements. In partial lieu of federal cash grants, Québec has agreed to transfer tax points in the past. As a result, Québec's CHT and CST transfers presently include both a cash component and tax points.<sup>41</sup> This has resulted in Québécois paying more taxes to their provincial government and less to the federal government compared to other provinces. If Alberta had a similar arrangement, the federal tax rates would drop and Alberta would most likely need to increase its own tax rates.

#### **What is a transfer of tax points?**

A tax point transfer has two elements:

1. The government making the transfer lowers its tax rates on a tax base.
2. The government receiving the transfer then could raise its tax rates on the same base by an equivalent amount.

A tax transfer from the federal government to Alberta would reduce federal taxes payable by Albertans. Albertans would then pay a corresponding increase in Alberta taxes. The value in the tax point transfer for the Government of Alberta comes from the tax room vacated by the federal government.

The panel notes that the federal government has threatened to reduce funding through the Canada Health Transfer to provinces implementing new approaches to health care that are not considered, by Ottawa, to align with the *Canada Health Act*. Yet rising health costs across Canada and an aging population will ultimately require innovation and creativity in health care delivery.

Therefore, there is some benefit to Alberta to exchange the amount of these federal cash payments to tax point transfers. This option would give Alberta more control over how revenue is raised and spent in these major sectors of provincial jurisdiction. Alberta would then have more liberty to innovate in these sectors without the need to strictly conform to Ottawa's interpretation of federal policy. Any tax upside could result in either more revenue for Alberta or reduced taxes for Albertans, or both.

<sup>41</sup> The combined value of the two components is equal in per capita terms to what other provinces receive solely in cash transfers

However, a tax point transfer would make Alberta more reliant on the province's own revenue sources, and we are currently experiencing extreme volatility in the price of Canadian hydrocarbons. In our current situation, there is no guarantee that the projected growth in Alberta's tax base would outperform the present and projected value of federal government cash transfers to Alberta for CHT and CST. Alberta's demographic advantages may also change. Another consideration is that a tax point transfer would be factored into the equalization formula and that adjustment would further disadvantage Alberta and its taxpayers.

Therefore, at this time, the panel does not recommend that Alberta seek a transfer of tax points in lieu of cash transfers from the federal government under these national programs.

**RECOMMENDATION | Resist federal government intrusions into health and social programming, and do not seek to exchange cash payments for tax points at this time.**

The panel also encourages Alberta to continue to resist federal government intrusions into provincial jurisdiction and to continue to grow alliances with other like-minded provinces to do the same.

## RECOMMENDATION 20

### Continue to diversify Alberta's economy

There are challenges to diversifying Alberta's economy, but the need has never been greater.

Most Albertans told the panel that Alberta's current situation is unfair. Alberta's hydrocarbon exports to tidewater are constrained and Alberta is "blamed" for producing a disproportionate share of industrial GHG emissions while not getting credit for world leading environmental practices in energy, forestry, and agriculture. They said Alberta's economic revival is an imperative and diversifying Alberta's economy is how we will get there.

Across the province, many people spoke, often quite emotionally, about the urgent need for further economic diversification. They said that diversification would enable Alberta to be more independent from Ottawa's influence. Some criticized the panel, as well as the idea of advocating for a fair deal with Ottawa, arguing the concept of "fix your house first before you ask for fair treatment." Some were frustrated by the government and private sector focus on diversifying the energy industry (by developing renewables and adding value to hydrocarbons). Others expressed satisfaction with programs that reward innovation within the energy sector (such as reducing methane and removing carbon from hydrocarbons, or adding value along the supply chain, as the Petrochemicals Diversification Program does).

The panel recognizes that Alberta has historically leaned heavily on non-renewable energy for high-paying jobs and has become dependent on the sector for government revenues. Indeed, as some noted to the panel, the entire country has become dependent on hydrocarbon revenues via equalization payments. There is an inherent unfairness here, best articulated by Alberta's Chief Justice Catherine Fraser, speaking for the majority of Alberta Court of Appeal judges in the recent decision on the question of the federal government's jurisdiction to impose carbon taxes on Albertans:

We must say something about the implicit criticism that Alberta is producing a disproportionate share of industrial GHG emissions. This is undeniable—but hardly unexpected. Alberta, because of its oil and gas sector, has been one of the biggest drivers of the Canadian economy for decades. Were that not so, Alberta would not have been one of the largest financial contributors to the federal coffers throughout that entire time. Thus, it is disingenuous, not to mention unfair, to imply that, because Alberta continues to generate the wealth it does, Alberta cannot be counted on to regulate its own industries and do its part in reducing GHG emissions.<sup>42</sup>

Economic diversification has long been a priority for Alberta. Public servants, politicians and citizens have encouraged different enterprises to produce a variety of products, services and technological processes to overcome Alberta's dependence on an industry that typically represents around 30 per cent of Alberta's GDP. Yet it is no longer business (and economic diversification) as usual. Several factors, including climate change policy, constraints on energy infrastructure within Canada, and massive changes in markets for Alberta's hydrocarbons have increased the pressure for economic diversification within energy and beyond energy in Alberta.

Many people noted Alberta's leadership in technology, including geomatics, artificial intelligence (AI), machine learning, environmental monitoring and reclamation. Several others expressed frustration with changes in tax credits and other incentives for investors in the tech sector. Many identified opportunities for diversification in agriculture—which is Alberta's second-largest economic sector—and forestry.

<sup>42</sup> Reference re: *Greenhouse Gas Pollution Pricing Act*, 2020 ABCA 74 at para 313.



While many agreed on the urgent need for diversification, Albertans were divided on the best approach. Some reinforced the message that they did not like government “meddling” in the economy. Many argued against giving tax or royalty holidays, bailouts or loan guarantees to for-profit companies. Others preferred a more proactive, unconstrained government role. Several recommended pressing the federal government to give Alberta a “fair share” of research and technology grants.

**RECOMMENDATION | Continue to focus on diversification of Alberta’s economy—within energy and beyond energy.**

As such, the panel recommends that Alberta consider pursuing research and innovation to help diversify Alberta’s economy within and from energy. Several fields in the energy sector offer opportunities: IT/geomatics, energy efficiency, environmental monitoring and remediation, and decarbonization.

While “green energy” can be framed in positive and exciting ways, achieving efficiencies in the production of oil and gas can be perceived to be mundane. Yet many pointed to the potential: Alberta is positioned to lead the adoption of new technology to decarbonize hydrocarbons if innovation is embraced by industry and government.

To that end, the panel encourages all stakeholders to do everything possible to access Alberta’s fair share of research and innovation dollars available under federal programs. We encourage stakeholders to access the innovation funding and support programs and resources currently delivered by Western Economic Diversification Canada (WD) across western Canada, and we encourage the Alberta government to work with WD to seize opportunities to promote economic growth and development in the province. We also encourage the National Research Council to establish more western bases of operations, and learn from its experience administering the Canada Industrial Research Assistance Program (IRAP), in which administrators are located in offices across Alberta and deal efficiently and directly with companies.

We encourage greater focus on the agriculture and forestry supply chains and value-add opportunities. We emphasize Alberta’s competitive advantage in artificial intelligence and machine learning. This sector is a unique treasure with great economic potential. For this potential to become a reality, the federal government will need to support AI activities in Alberta at levels similar to those in Québec, Ontario and British Columbia.

The panel cautions that diversifying Alberta’s economy will not be easy. Alberta has experimented with a panoply of options over the past 50 years. While Albertans have patiently accepted ambitious government mandates, Alberta had the public and private dollars to carry them out. We no longer have that level of available public funding, and investment in Alberta is declining. Meanwhile, the United States has become self-sufficient in petroleum, and American companies and institutions are recruiting Alberta’s best and brightest. Toronto, Vancouver and Montreal are doing the same.

## RECOMMENDATION 21

**Vigorously pursue access to markets for Alberta's exports**

Alberta is a land-locked jurisdiction. Our priority is finding a way to deliver our resource products to the east and west coasts, so we may export our products to markets overseas. Economic diversification strategies in Alberta reflect this geographic reality.

For decades, primary markets for Alberta's hydrocarbons were south (in the United States) and east (in central Canada). Therefore, being a land-locked province within Canada was not a constraint. But the United States is now self-sufficient in petroleum, and we need new ways of thinking if we want to diversify Alberta's markets, especially for bitumen and natural gas exports. While we continue to pursue market pathways to tidewater (including Trans Mountain Pipeline expansion and Energy East pipeline), as well as better access to American refineries and markets (including via TC Energy's Keystone pipeline system), Alberta can no longer only look south, east and west. We must also look north.

Many people at the town hall meetings acknowledged that Alberta is land locked and suggested ways to access tidewater. Several people, especially those living in northern regions of the province, were less likely to see geography as a limitation. Several people encouraged Alberta to spend more time looking north, especially given the implications of climate change and sea lanes opening in the Arctic.

“ Canada is broken. We are now a federation of regions, not equal provinces. ”

**RECOMMENDATION | Vigorously pursue access to markets for Alberta's exports.**

The panel recommends that Alberta continue to pursue access to markets in the south and along east-west horizons, as well as vigorously pursue access to markets via northern routes. Northern routes could benefit all of Alberta's exports: agriculture, energy, forestry and manufacturing.

The panel encourages Alberta to look beyond accessing new markets. Alberta must also consider how north-south transportation routes and multi-purpose corridors enable northern Alberta communities to become multi-modal logistical centres and gateways for imports from Asia and elsewhere to markets in continental America.

North-south transportation and logistics pathways will require collaboration with other Canadian jurisdictions and, in some cases, the United States. The panel heard many feasible suggestions: a port in Churchill, Manitoba; a pipeline and utility corridor from Prince Rupert, B.C., facing east; or a corridor for transportation and utility infrastructure (including railways, roads, pipelines and transmission lines) from Alberta to Hudson's Bay, Kitimat, or the state of Alaska.<sup>43</sup>

<sup>43</sup> The last suggestion was introduced by MLA Shane Getson on March 2, 2020, as a private member's motion in the Alberta legislature.

## RECOMMENDATION 22

**Make no changes, at this time, to the administration of agreements that Alberta public agencies and municipalities have with the government of Canada**

The panel's mandate poses this question: should the Government of Alberta more forcefully protect its powers by requiring that all agreements by municipalities and public agencies with the federal government be pre-approved by Alberta? When relationships between the federal government and Alberta (or any province) are strained, the potential for ad hoc decision-making, even mischief, in the relationships between the federal government and Alberta's provincial bodies increases. Federal government investment in municipal infrastructure, housing and transport is significant.

Constitutionally, provinces are responsible for local government, and Ottawa is afforded no formal relationship with municipal levels of government and provincial agencies. Provincial governments guard their powers in different ways. For example, Québec requires public bodies, including school boards and municipalities, to secure the approval of the Government of Québec before they can enter into agreements with the federal government.<sup>44</sup> This is broader than Alberta's *Government Organization Act*, which provides that any intergovernmental agreement with Canada, another provincial/territorial government, or a foreign government must be approved and signed by the Alberta Minister of Intergovernmental Relations (or designate) to have force. In Alberta, municipalities may borrow money under an agreement with the Government of Canada, and school boards can access these funds under the *Education Act*. The city charters for Edmonton and Calgary recognize these cities have unique rights compared to other municipalities.

Most Albertans who responded to the panel were indifferent to this question. Some pointed out that requiring pre-approval by the Alberta government is counter to the government's goals to reduce red tape and enable municipalities to be nimble, locally accountable and autonomous. Understandably, several municipal councilors and mayors were very vocal on this issue and reinforced the imperative for project-based trilateral cooperation across federal, provincial and municipal governments. They argued, why is there a need to fix something that was not broken? They also noted that the most important municipal-federal relationships are already coordinated by Alberta, including funding arrangements through the Investing in Canada Infrastructure Plan (ICIP) and the federal Gas Tax Fund.

The panel emphasizes that with Alberta facing so many daunting challenges in addition to securing a fairer deal from Ottawa, it is imperative that Alberta's provincial and municipal governments "pull together" like they have never pulled together before.

**RECOMMENDATION | Make no changes, at this time, to the administration of agreements that Alberta public agencies and municipalities have with the Government of Canada.**

Nonetheless, the panel sees that the status quo has its challenges. Ad hoc federal funding for major capital projects could lead to federal funding decisions being determined by the political popularity of individual projects, rather than as part of a coordinated strategy.

However, at this time, the benefits of red tape reduction and local autonomy and accountability outweigh any concerns about possible back door federal encroachments for political expediency. Current protocols and practices largely work and should be continually assessed to assure respect for Alberta's jurisdiction. At the front end of any new tripartite national program, Alberta's consent must be required prior to program launch to ensure that decision-making protocols are satisfactory.

<sup>44</sup> Act respecting the Ministère du Conseil exécutif, CQLR c M-30.

The panel recommends that Alberta consider ways to improve coordination between municipalities and Alberta, and to better manage large-scale infrastructure investment. For example, Alberta could expand the mandate of its office in Ottawa to include working with municipalities, school boards and other public bodies. Providing such concierge and facilitation services could benefit municipalities' dealings with the federal government.

### RECOMMENDATION 23

#### **Make no changes to tax collection in Alberta at this time; support Québec's efforts to do so and learn from Québec's experience**

Right now, Alberta collects provincial corporate income tax, and the federal government collects the provincial and federal portions of personal income taxes from Albertans. The panel asked Albertans if the Government of Alberta should collect the province's share of personal income taxes, as well as well as Alberta's corporate taxes.

Many Albertans told the panel about their negative experiences when dealing with the Canadian Revenue Agency (CRA). Several believed that if Alberta collected both personal and corporate taxes, this would enable Alberta to hold back taxes destined for equalization payments. Others recommended that Alberta collect its own taxes as a way to gain more control over its destiny.

#### **RECOMMENDATION | Make no changes to tax collection in Alberta at this time.**

However, many Albertans, including business owners and operators, expressed reservations about this idea. They argued that if that both Alberta and the federal government had systems to collect their respective portions of personal income taxes, that would create extra costs, duplicate collection efforts and significantly increase red tape. Those familiar with Québec's income tax collection system told the panel that it requires taxpayers to file two separate personal tax forms, one provincial and one federal, achieving no real efficiency or leverage.

The panel accepts that there are advantages to Alberta collecting corporate income taxes and the federal and provincial portions of personal income taxes. If the Alberta government collected all the taxes payable by Alberta taxpayers, government could not only achieve administrative efficiencies, but also reduce the risk of federal intrusion into provincial jurisdiction.

This is what Québec aims to achieve. Right now, Québec collects corporate income taxes, as well as the provincial portion of personal income taxes. That province is asking Ottawa for permission to also collect the federal portion of personal income taxes.

#### **RECOMMENDATION | Support Québec in its bid to collect federal and provincial portions of personal income taxes, and if Québec is successful, pursue the same strategy if it appears advantageous to do so**

The panel recommends that Alberta support Québec in its bid to collect federal and provincial portions of personal income taxes. When Québec succeeds, Alberta can then evaluate the consequences and pursue the same strategy if it appears advantageous to do so. In the meantime, we recommend that Alberta continue to collect corporate taxes and allow the federal government to collect federal and provincial portions of personal income taxes payable by Albertans.



## RECOMMENDATION 24

### Use democratic tools such as referenda and citizens' initiatives

The panel recognizes that the Premier has already committed the Alberta government to holding province-wide referenda on equalization, creating a provincial police force, and creating an Alberta Pension Plan. The panel commends the government on using the referendum mechanism to consult Albertans on issues of such importance.

The panel also recognizes that Alberta is committed to introducing legislation that would allow for a Citizens' Initiative Act, which would allow any Albertan to put important questions to a referendum.<sup>45</sup> The panel notes that in 2001, a private members bill was introduced by MLA Rev. Tony Abbot that would have created a *Citizen's Initiative Act*.<sup>46</sup>

Alberta has a rich history with direct democracy, as it had similar legislation from 1913 to 1958.<sup>47</sup> Albertans voted against nationalizing public utilities in 1948. More recently, a majority of Albertans (along with a majority of Canadians) voted against ratifying the Charlottetown Accord in 1992.

**RECOMMENDATION | Use democratic tools, such as referenda and citizens' initiatives, to seek Albertans' guidance on select fair deal proposals and other initiatives.**

Many Albertans told the panel that they were very angry with the federal government's treatment of Alberta, especially on the subject of equalization. The proposed referendum on equalization would give Albertans an opportunity to engage actively and express their opinion on this question.

<sup>45</sup> This was announced in the 2020 Speech from the Throne available at <https://www.alberta.ca/release.cfm?xID=68680E310C972-E5C9-BDB0-DCF1A78A225C7CC1>.

<sup>46</sup> [https://docs.assembly.ab.ca/LADDAR\\_files/docs/bills/bill/legislature\\_25/session\\_1/20010409\\_bill-211.pdf](https://docs.assembly.ab.ca/LADDAR_files/docs/bills/bill/legislature_25/session_1/20010409_bill-211.pdf).

<sup>47</sup> <https://www.taxpayer.com/media/50.pdf>.

## RECOMMENDATION 25

**Affirm, in law and government policy, Alberta's cultural, economic and political uniqueness**

The panel received an abundance of input from Albertans describing their *feelings* about their current position within Canada and the manner in which they are often perceived and treated by the federal government and other Canadians. These included feelings of being misinterpreted, misunderstood and alienated to the point that Albertans question their own identity and feel politically "homeless" in their own country.

Albertans could address such concerns and positively affirm their identity and value in many ways, from fiery speeches and manifestos, to declaring personal and provincial rights, to amending the *Alberta Act* of 1905, which created Alberta as a province, and drafting a formal provincial constitution.

Examining these options in detail is beyond the mandate and resources of this panel. We were unable to unanimously agree if we should recommend a formal constitution for Alberta. However, we do agree that an urgent need exists to explore ways to affirm, in law and government policy, Alberta's cultural, economic and political uniqueness, and its value, not only to Albertans, but also to Canada as a whole.

Such formal affirmation, properly communicated, would go a long way toward recognizing, addressing and alleviating the frustrations and fears of Albertans who no longer feel at home in their own country.

**RECOMMENDATION | Explore ways and means to affirm Alberta's cultural, economic and political uniqueness in law and government policy.**

## PART III: Telling Alberta's story

The panel heard from Albertans across the province. These people spoke about Albertans losing their voices, losing their stories, losing their identities. Indeed, Alberta's story is increasingly being told, and often inaccurately, by others.

“ Canada doesn't know who we are anymore. ”

People lamented that facts about Alberta, particularly the province's energy sector, are frequently inconsistent, hence confusing. For example, environmentalists emphasize Alberta's carbon footprint, despite the energy sector's investments in innovation and improvements in environmental and social governance.

Some said that Alberta effectively communicates its story by directly engaging with Canadians, and they support such incremental gains. More often though, people spoke about feeling under siege or attack, especially from “climate change evangelists.” Many told the panel that they felt these attacks on the energy sector are unjust. They believe that Alberta's agriculture sector is next on the attack list. They argued that groups from outside Alberta, perhaps those with stakes in competitors to Alberta's oil, are funding campaigns intended to wipe out Alberta's energy sector.

“ Albertans should be encouraged to use the ‘charm offensive’...  
Keep our elbows down a little more. ”

How can Alberta tell its story more effectively? Alberta should use every means possible to inform Canadians about its world leading practices in the energy, agriculture, and forestry sectors and the full cost that Alberta's failure would have on benefits currently shared by the country as a whole. Alberta should strongly, but not angrily, communicate the benefits when every region in Canada represents its own interests. We can also enlist the goodwill of other Canadians to help tell Alberta's story. For example, why don't we invite workers in Alberta who come from other provinces to be our ambassadors to the rest of Canada?



The panel also encourages Alberta to collaborate with others to build public trust. This can be done in many ways, for example:

- Share common key messages among stakeholder groups. For example: bring agriculture, forestry, tourism and energy perspectives together to coordinate Alberta's sustainability message. Collaborate across sectors (e.g. non-profit, for-profit, public) to support initiatives that educate the educators (e.g. curriculum design). Unite forestry, petro-chemical, agriculture and other sectors in support of pipelines to reduce shipments of bitumen by rail.
- Respond directly and assertively to federal government constitutional over-reach in Alberta's economy. Investors need to see that Alberta is represented in national policy and decision-making, and that Albertans can protect themselves from bias.
- Encourage transparent and multi-disciplinary, multi-stakeholder processes to evaluate, quantify and communicate risks in Alberta. For example: expand on Alberta's leading biodiversity monitoring and management systems that work with the energy, forestry and ranching sectors, and with First Nations, conservation groups and government.

While the panel recommends specific actions to the Government of Alberta, we also emphasize that the provincial government is not alone in having the capacity and motivation to tell Alberta's story. Unions, municipalities, companies, advocacy groups, non-profits—indeed, every citizen—has a critical and essential voice. Part of Alberta's history within Confederation reflects this distinctive western Canadian capacity to balance self-reliance with connections to others. We hope that this report will strengthen the ability of all Albertans to know our province's story and tell that story well.

There is a great story to tell. It has not been told well. It needs to be shared widely.

## Satisfaction with Canada: a tale of two regions



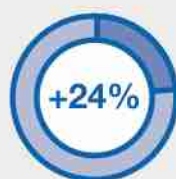
### ALBERTANS ARE SATISFIED

WITH THE WAY THINGS ARE GOING IN CANADA



### CANADIANS ARE SATISFIED

WITH THE WAY THINGS ARE GOING IN CANADA

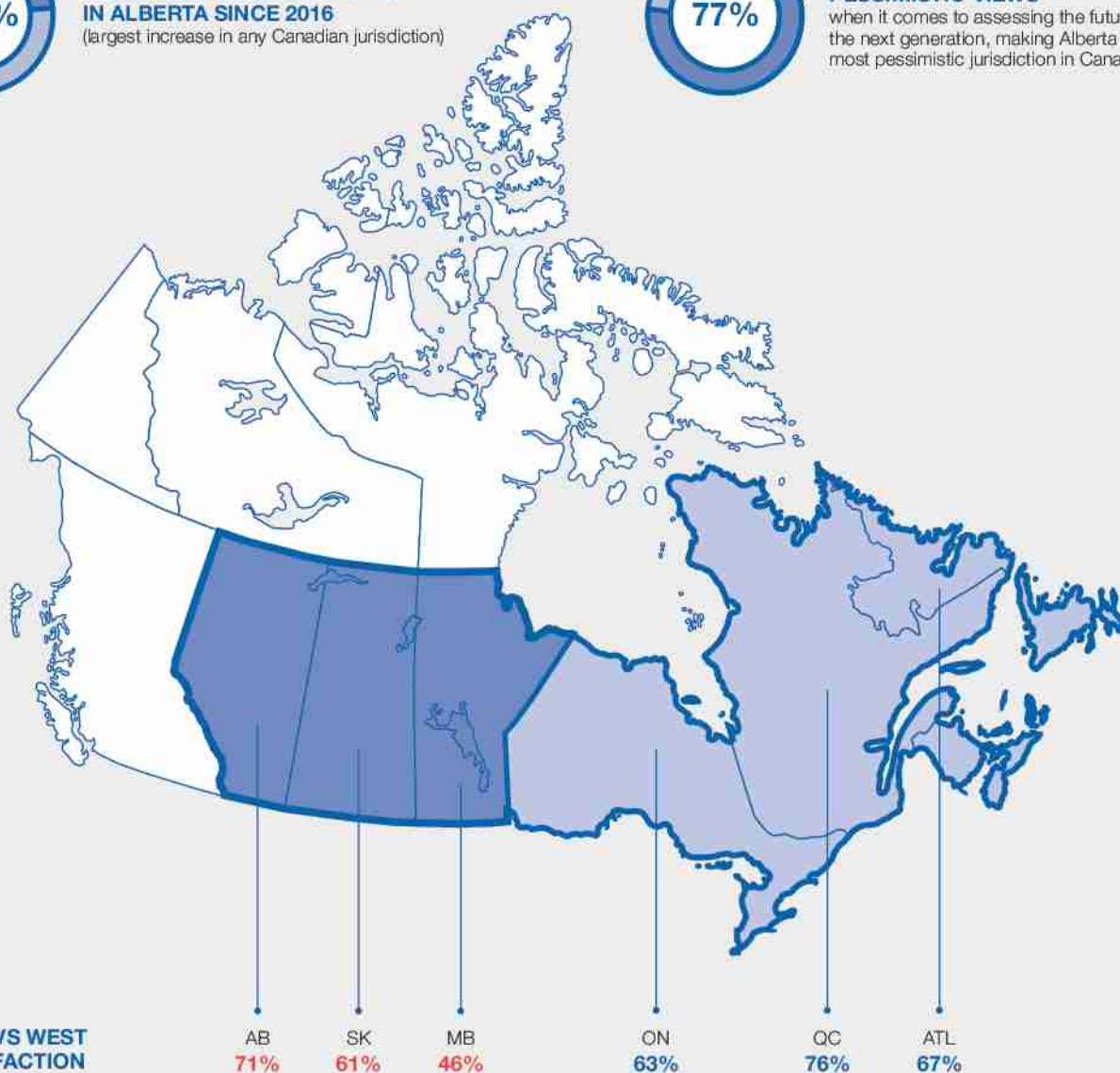


**INCREASE IN DISSATISFACTION IN ALBERTA SINCE 2016**  
(largest increase in any Canadian jurisdiction)



### OF ALBERTANS HOLD PESSIMISTIC VIEWS

when it comes to assessing the future of the next generation, making Alberta the most pessimistic jurisdiction in Canada.



### EAST VS WEST SATISFACTION



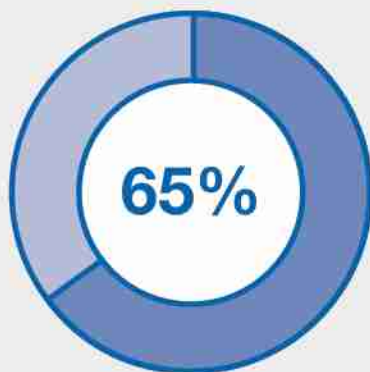
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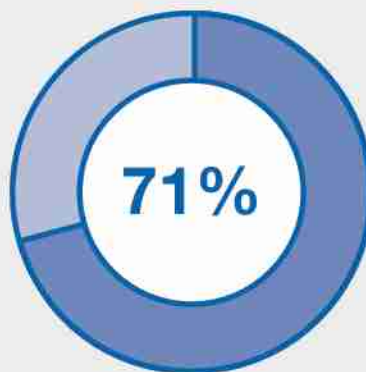
SATISFIED

Source: Angus Reid Institute, January 2020, link: <http://angusreid.org/canada-outlook-2020/>

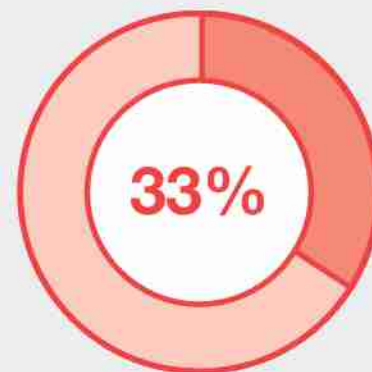
## Alberta doesn't get its fair share



of Albertans agree with the statement "my province does not get its fair share from Confederation."



of Albertans agree with the statement "Canada's program of equalization payments is unfair to my province."



of Albertans agree with the statement "my province would be better off if it separated from Canada." **This is up from 25% just over a year ago.**

**Source:** Ipsos, November 2019, link: <https://www.ipsos.com/en-ca/news-polls/Canadians-Across-Regions-Feel-Country-More-Divided-than-Ever>

## Independent businesses want a better deal



**95%**

of Alberta CFIB members agree that the province currently does not get a fair deal with the Canadian federation



**93%**

of Alberta CFIB members agree that Canada is facing serious challenges with respect to investor confidence



**98%**

of Alberta's small businesses agree that the strength of Canada's oil and gas industry is important to the whole country

**Source:** Canadian Federation of Independent Business, February 2020, link: <https://www.cfib-foei.ca/en/advocacy/cfib-alberta-fair-deal-panel>



## A sincere thank you to Albertans



A qualified and dedicated team made this report possible. Professional and diligent work by many ensured the success of 10 town hall meetings, online engagement and information sharing, face-to-face meetings with interest groups and experts, research and publishing of this report. The Fair Deal Panel extends heart felt appreciation to the team at Alberta Intergovernmental Relations. They capably navigated Alberta's winter roads and did whatever was required to assure the best possible outcomes. The Panel would further like to thank Yan Gao, Adam Kotlowitz, Jesse Fontaine, Cheyla Lachowsky, Kaitlynd Hiller, Denis Ram, Melanie Cheddi, and Bryce Selzler, law students at the University of Alberta, for their invaluable research and assistance. The panel would like to thank staff and colleagues, experts and interest groups, and everyone who cared enough about the future of Alberta to lend a hand in this endeavour.

Most of all, however, the panel would like to thank all Albertans. Thank you for participating in this process whether directly or by quiet conversation at your local coffee shop, for caring about your province and your neighbours, and for just being you.

You are a population of resilience, compassion, ingenuity and integrity. When times are tough, you work harder to ensure food stayed on the table, and when times are good, you give back to others in need. When a stranger's car breaks down on a dirt road, you generously give them gas and welcome them into your home for warmth. When something is functioning well, you still strive for better, more innovative solutions. When you shake a hand, that handshake is a contract. You proudly support your neighbourhood businesses. When the rest of Canada struggles, you sent money to their aid. And when anyone tries to redefine your identity in an ever-changing world, you always stand unwavering in your values and identity as Albertans.

You are resilient, driven, honest and compassionate.

Our panel knows that we are a province and a people worth fighting for. From the Great Depression when Albertans bound together in support and community, through all the ups and downs of the agriculture and energy sectors, to the present day when you give more to charity and civil society than any other province in Canada on a per capita basis. Your stories have truly inspired us and fueled our motivation to make this province better, just as you have always done.

You have given a lot to our province and to our country, and it is time that our province and country start giving back to you. We hope that the insights we have received through your feedback, and the recommendations they have inspired us to make, will assist your government to make meaningful, positive changes to preserve and enhance the Alberta way of life.

Thank you, again, for the time you took, whether directly or indirectly, to give us the knowledge and inspiration we needed to make these recommendations.

## Appendices

### Appendix A | FDP mandate letter



Premier of Alberta

Office of the Premier, 307 Legislature Building, Edmonton, Alberta T5K 2B6 Canada

November 9, 2019

Honourable Preston Manning PC CC AOE  
Stephen Lougheed  
Oryssia Lennie CM  
Jason Goodstriker  
Donna Kennedy-Glans QC  
Moin Yahya PhD JD  
Drew Barnes MLA  
Miranda Rosin MLA  
Tany Yao MLA

Dear Members of the Fair Deal Panel,

Albertans have an unprecedented level of frustration with their place in the federation.

Five years of economic decline and stagnation have been deepened and prolonged by policies emanating from the federal and some other provincial governments, many of which have sought to landlock Alberta's vast energy resources. This, plus policies that interfere in areas of provincial jurisdiction, are seen by many Albertans as fundamentally unfair, particularly given the province's enormous contribution to the Canadian economy, and to fiscal federalism.

Recent public opinion surveys suggest that as many as one third of Albertans support the concept of separating from the Canadian federation, and that three quarters of Albertans understand or sympathise with this sentiment. Many Albertans who indicate support for federalism are demanding significant reforms that will allow the province to develop its resources, and play a larger role in the federation, commensurate with the size of its economy and contribution to the rest of Canada.

The Fair Deal Panel's mandate is to listen to Albertans and their ideas for Alberta's future. The Panel should focus on ideas that would strengthen our province's economic position, give us a bigger voice within Confederation, or increase provincial power over institutions and funding in areas of provincial jurisdiction. Specifically, the panel should consider whether the following measures would advance the province's interests:

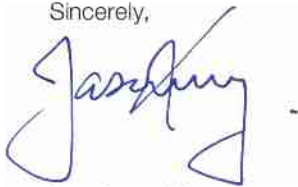
- Establishing a provincial revenue agency to collect provincial taxes directly by ending the Canada-Alberta Tax Collection Agreement, while joining Quebec in seeking an agreement to collect federal taxes within the province
- Creating an Alberta Pension Plan by withdrawing from the Canada Pension Plan
- Establishing a provincial police force by ending the Alberta Police Service Agreement with the Government of Canada
- Emulating Quebec's practice of playing a larger role in international relations, in part by seeking Alberta representation in treaty negotiations that effect Alberta's interests
- Emulating Quebec's legal requirement that public bodies, including municipalities and school boards, obtain the approval of the provincial government before they can enter into agreements with the federal government
- Using the existing provincial power to appoint the Chief Firearms Office for Alberta
- Opting out of federal cost share programs with full compensation, such as the federal government's proposed pharmacare program
- Seeking an exchange of tax points for federal cash transfers under the Canada Health and Social Transfers
- Establishing a formalized provincial constitution

The Panel's consultations and recommendations may extend beyond these concepts, and may include government platform commitments. The Panel should invite submissions and encourage discussion on the broad range of Albertans' views on how best to define and to secure a fair deal for Alberta; and how best to advance the province's vital economic interests, such as the construction of energy pipelines.

The Panel should conduct at least seven open town hall meetings across the province, and contract with a third party or parties to organize more structured citizens' reference panels to be conducted in different regions. All Albertans should be given an opportunity to provide input through online surveys, and other forms of direct feedback, both digital and traditional. The Panel may engage research vendors to conduct empirical qualitative and quantitative public opinion research (e.g. polling and focus groups.) The Panel should coordinate with Members of the Legislative Assembly who may consult their own constituents on Alberta's future. The Panel should consult with individuals or organizations who it believes can offer useful knowledge or experience.

The Panel should seek to conduct its public consultations between November 16 and January 30, 2019, and complete its report to the government by March 31, 2020. The budget for the Panel will be set at \$650,000. It will receive administrative support from Executive Council and other government departments as appropriate.

Sincerely,



Hon Jason Kenney  
Premier of Alberta



## Appendix B | Terms of reference

### Purpose

This Panel will listen to Albertans, engage experts, and make recommendations to the Premier on potential actions Alberta could undertake to ensure A Fairer Deal for Alberta within the federation.

### Scope

The Panel will not have decision-making authority, but rather serve in an advisory capacity to Premier.

In the course of the Panel's work, the following activities may be undertaken:

- Consultations, including capturing the stories of Albertans;
- Recommendation development

### Background and context

On October 21, 2019, the federal Liberals won 157 seats out of 338 to form a minority government.

For the first time since 2011 when the government of Stephen Harper earned a majority Parliament after 5 years of minorities, Canada will be governed by a minority Parliament. Prime Minister Trudeau will hold on to power with a reduced caucus.

There has been increasing frustration in Alberta with the federal government regarding its approach to the federation and Alberta's place within it. Western alienation and separatist sentiments are on the rise in Alberta (and other western jurisdictions) and the election of a minority Liberal government with no representation from Alberta may stoke those flames. Recent polling suggests 80% of Albertans express sympathy for or understanding of separatist sentiments.

Alberta has long paid more than its fair share into the federation, both as an economic engine of the country and as a contributor to the fiscal federation. Yet, when Albertans need help and when the Alberta economy hangs in the balance, the federation seems unwilling to rally around Alberta's industries and its people.

As it stands now, the federation is not working for Albertans. It has not worked for Albertans in a long time and the cracks are beginning to show. Without concrete action to reassert Alberta's place within the federation and to ensure a Fairer Deal for Albertans, the state of our federation is in jeopardy.

The Honourable Jason Kenney has been clear that within the current climate it would be unconscionable for a Premier to not act. Therefore, this Panel has been established to ensure momentum and action on this important issue.

### Principles

Alberta will engage with the federal government in a principled manner. The following three principles could guide the ongoing work of the Panel as they pursue Fairness for Albertans.

#### 1. Listen to Learn

- The Panel's consultations will be, first and foremost, an opportunity to listen to the concerns of Albertans and make recommendations to address those concerns.



2. Albertans have a Voice in the Federation
  - Albertans' voices are important and they need to be heard, not just by their provincial government, but by the federal government as well.
3. Standing up for Alberta
  - The Government of Alberta will not sit idly by while a Liberal government works with other parties to hamper our economic strength.
  - The Government of Alberta will pursue all options available to ensure Alberta is treated fairly.
4. Albertans have Informed Choices
  - There is a large volume of information on western alienation and the options available to help address it. Albertans need and deserve to be informed of the choices available to the government.
5. Albertans have a Role in Determining the Outcomes
  - Albertans can inform the discourse on what constituted a fair deal for Albertans.

### **Desired outcomes**

By launching a bold, firm, but fair plan against the real threat posed by the federal Liberal government, the Panel will work to achieve the following outcomes:

1. Albertans are Heard
  - Recommendations will be drafted after hearing from Albertans and ensuring their voices are taken into account.
2. A Strong Alberta
  - Alberta shall remain a strong defender of Alberta values within the federation and will ensure Albertans' voices are heard.
3. Fair Treatment for Alberta
  - First and foremost, Albertans must be treated fairly in the federation.
  - The current arrangements that see Albertans contributing to the economic well-being of Canada while simultaneously having to fight for the right for our economy to exist cannot continue.
4. A Strong Canada
  - When all provinces thrive, Canada thrives.

### **Mandate and activities**

The work of the Panel will focus on two key action areas:

1. Consultations
  - Albertans are frustrated with the state of the federation and they need their voices heard.
  - Panel members will engage in consultations with Albertans to determine the path forward for Alberta and the country.
2. Recommendation Development
  - It is expected that the Panel will develop a robust and prioritized list of actions for Government's consideration.
  - These recommendations are to be provided to Government in a Final Report due no later than March 31, 2020

**Membership**

- Preston Manning PC CC AOE
- Stephen Lougheed
- Oryssia Lennie CM
- Jason Goodstriker
- Donna Kennedy-Glans QC
- Moin Yahya, PhD JD
- Drew Barnes, MLA
- Miranda Rosin, MLA
- Tany Yao, MLA

**Term**

The Panel shall be established from the date of signing the Ministerial Order until April 30, 2020.

**Support**

Support for the Panel will be provided through a Secretariat established within the division of Intergovernmental Relations in Executive Council.

One Executive Manager will be assigned to oversee the Secretariat on a part-time basis, while other staff will be assigned, as needed, to support the ongoing work.

**Budget and compensation**

\$650,000, including all remuneration

Compensation shall be based on the Committee Remuneration Order, Schedule 2, Part B. Travel shall be reimbursed per the Travel, Meal, and Hospitality Expense Policy.

**Deliverables and timelines**

The following deliverables are expected from the Panel.

Deliverable	Completion Timeline
Launch of the Panel	November 9, 2019
Consultations	December 2019 - January 2020
Final Report and Recommendations	March 31, 2020

**Freedom of Information**

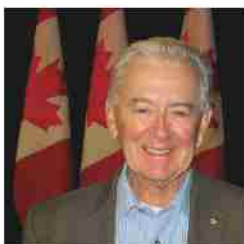
Pursuant to Schedule 1 of the Freedom of Information and Protection of Privacy Regulation, as a panel established under section 7 of the Government Organization Act, the Fair Deal Expert Panel is designated as a public body. For purposes of carrying out the duties and responsibilities under FOIP, pursuant to section 1(f)(ii) of FOIP Heather Collier is designated as the head of the Fair Deal Expert Panel.

## Appendix C | Meet the panel



**Oryssia Lennie CM, Panel Chair**

Ms. Lennie worked for the Government of Alberta for more than 25 years and, federally, was Deputy Minister of Western Economic Diversification Canada. She is also the recipient of the Lieutenant Governor of Alberta's 2002 Award for Excellence in Public Administration. In December 2016, she was appointed to the Order of Canada.



**Preston Manning PC CC AOE**

Mr. Manning's long record of public service includes work as founder of the Reform Party, as a Member of Parliament from Calgary Southwest from 1993-2002, and as the Leader of Her Majesty's Loyal Opposition from 1997-2000. He is one of Canada's leading thinkers on public policy and constitutional reform.



**Stephen Lougheed**

Mr. Lougheed is a national leader in innovation and technology-related businesses serving environmental, resource, utility, public sector and ICT markets. He has served on numerous boards and as President and CEO of Alberta Innovates.



**Jason Goodstriker**

Mr. Goodstriker was a member and former Band Councillor of the Blood Tribe of the Blackfoot people. He served as Alberta Regional Chief for the Assembly of First Nations and worked in a variety of capacities in the energy industry for many years. Chief Goodstriker passed away unexpectedly on January 16, 2020. He was a valued and irreplaceable member of the Fair Deal Panel.



**Donna Kennedy-Glans QC**

Ms. Kennedy-Glans represented the electoral district of Calgary Varsity in the Legislative Assembly of Alberta from 2012-2015. She chaired the all-party Standing Committee on Resource Stewardship and served as Associate Minister—Electricity and Renewable Energy. Before entering politics she had a distinguished career as a lawyer and businesswoman in the Alberta energy industry and founded a non-profit to train youth and professional leaders in Yemen and in First Nations communities in Alberta.



#### **Moin Yahya PhD JD**

Mr. Yahya is a Professor at the University of Alberta Faculty of Law, where he was Vice Dean from 2014-2019. Before attending law school, Yahya was employed with Industry Canada's Competition Bureau. He has an M.A. in Economics from the University of Alberta, a Ph.D. in Economics from the University of Toronto, and a J.D. (Summa Cum Laude) from Antonin Scalia Law School at George Mason University.



#### **Drew Barnes MLA**

Mr. Barnes is the MLA for Cypress-Medicine Hat. He was first elected in 2012. Barnes spent 26 years in real estate managing a successful real estate office in Medicine Hat before entering politics. He has a bachelor of commerce degree from the University of Alberta.



#### **Miranda Rosin, MLA**

Ms. Rosin is the MLA for Banff-Kananaskis. She was first elected in 2019. Rosin previously worked in communications and market development. She holds a Bachelor of Business Administration Degree in Marketing and International Business from the University of Regina in conjunction with the Shanghai Lixin University of Commerce.



#### **Tany Yao, MLA**

Mr. Yao is the MLA for Fort McMurray-Wood Buffalo. He was first elected in 2015. Yao previously spent 20 years in emergency response services, filling a variety of roles. He has also volunteered his time in support of various non-profit and charitable organizations.

## Appendix D | Fair Deal Panel engagement

### Town Halls

The Fair Deal Town Halls were attended by 2,500 Albertans who came together to share their stories and opinions. The Fair Deal Panel would like to thank each and every Albertan who attended the town halls and each of the speakers who were brave enough to share.

Location	Date	Number of Attendees:	Number of Speakers:
Edmonton	December 3, 2019	295	37
Red Deer	December 9, 2019	220	35
Calgary	December 10, 2019	475	39
Lethbridge	December 11, 2019	200	34
Grand Prairie	December 18, 2019	200	23
Fort McMurray	January 8, 2020	100	14
Fort Saskatchewan	January 9, 2020	175	29
Lloydminster	January 13, 2020	85	20
Medicine Hat	January 17, 2020	275	33
Airdrie	January 27, 2020	425	38

### MLA Town Halls

Name	Date	Riding
Calgary	January 20, 2020	Calgary-Acadia
Penhold	February 3, 2020	Innisfail – Sylvan Lake
Aldersyde	February 4, 2020	Livingstone-Macleod and Highwood
Priddis	February 5, 2020	Banff – Kananaskis
Fort Macleod	February 6, 2020	Livingstone-Macleod and Cardston-Siksika
Brooks	February 7, 2020	Brooks-Medicine Hat
Cheadle	February 8, 2020	Chestermere-Strathmore
Camrose	February 12, 2020	Camrose
Sherwood Park	February 12, 2020	Strathcona – Sherwood Park
Lacombe	February 13, 2020	Lacombe-Ponoka
Villemueve	February 13, 2020	Lac St. Anne - Parkland
Peace River	February 18, 2020	Peace River
Stony Plain	February 18, 2020	Spruce Grove – Stony Plain
Calgary	February 19, 2020	Calgary – Currie
Slave Lake	February 19, 2020	Lesser Slave Lake



The Fair Deal Panel would like to thank the following MLAs for hosting their own Fair Deal Town Halls:

- Minister Devin Dreeshen
- Jackie Lovely
- Jordan Walker
- Joseph Schow
- Minister Leela Aheer
- Lori Sigurdson
- Michaela Glasgo
- Minister Demetrios Nicolaides
- Minister Nate Glubish
- Minister Sonya Savage
- Miranda Rosin
- Muhammad Yaseen
- Nate Horner
- Nicholas Miliken
- Pat Rehn
- Roger Reid
- Searle Turton
- Shane Getson
- Matt Jones
- Minister Rebecca Schulz
- Minister Tanya Fir
- Minister Ric McIver
- Minister Tyler Shandro
- Richard Gotfried
- Whitney Issik

#### **Partial List of Groups and Experts Consulted:**

The Fair Deal Panel would like to thank the experts and groups that the panel has the pleasure of meeting and interviewing over the past few months. Your insights and expertise helped shaped this report and our recommendations.

- Agriculture for Life
- Airdrie Chamber of Commerce
- Alberta Investment Management Corporation
- Alberta School of Public Policy
- Alberta Urban Municipalities Association
- Calgary Chamber of Commerce
- Calgary School of Public Policy
- Canada Pension Plan Investment Board
- Canada West Foundation
- Canadian Association of Petroleum Producers
- Canadian Federation of Independent Business
- Canadian Taxpayers Federation
- City of Edmonton, Interim Manager, Adam Laughlin
- City of Medicine Hat
- Cochrane Conservative Club
- Dave Shields
- Economic Education Association of Alberta
- Edmonton Chamber of Commerce
- Explorers and Producers Association of Canada
- Fort McMurray Chamber of Commerce
- Frank Turner
- Help Seeker
- Jack Mintz
- Jana Steele
- Ken Goldade
- Leo deBever
- Lloydminster Oilfield Technical Society.
- Lorne Sawlm
- Mac VanWielengen
- Dr. Malcolm Lavoie
- Mayor of Edmonton, Don Iveson
- Medicine Hat Chamber of Commerce
- Medicine Hat Homeless Initiative
- Ministry of Agriculture and Forestry
- Ministry of Economic Development, Trade and Tourism
- Ministry of Environment and Parks
- Ministry of Treasury Board and Finance
- Pembina Institute
- PNWER - Alberta's Representative
- Progressive Group for Independent Business
- Project Confederation
- Dr. Richard Bird
- Ron Stuckert
- Dr. Ted Morton
- The Fraser Institute
- Western Stock Growers Association

As well, the Panel received numerous insightful electronic submissions from experts and groups, whose number are too many to enumerate in this report.

## Online Engagement

The Fair Deal Panel would also like to thank the thousands of Albertans who participated in our online survey or submitted responses by email or through our online submission box.

Type	Date	Total Number of Submissions
Online Submissions	December 2019 – March 2, 2020	4,183
Fair Deal Panel Online Survey	February 28 – March 15, 2020	42,134
Email Submission to info@fairdeal.ca	December 2019 – March 2020	320

## Appendix E | Poll and survey results – quantitative

Q1. Compared to other provinces in Canada, do you think Alberta is treated fairly or unfairly by the federal Government/in Confederation?	Public Engagement	Public Opinion Research
Base: Total answering	42,134	1,000
NET Fairly	29%	21%
NET Unfairly	64%	57%
Very fairly	20%	8%
Somewhat fairly	9%	12%
Neither fairly or unfairly	6%	20%
Somewhat unfairly	10%	21%
Very unfairly	54%	36%

Q2. Do you agree or disagree that Alberta should take action to get a better deal in Canada?	Public Engagement	Public Opinion Research
Base: Total answering	42,117	1,000
NET Disagree	32%	15%
NET Agree	63%	74%
Strongly disagree	19%	9%
Disagree	13%	6%
Unsure	5%	10%
Agree	11%	22%
Strongly agree	52%	52%



Q3. Given what you currently know, how much would the following options help Alberta improve its place in the federation? A lot or Somewhat (RANK)	Public Engagement	Public Opinion Research
<b>Base: Total answering</b>	<b>42,134</b>	<b>1,000</b>
Base: Total answering	41,829	1,000
The ability to trade our goods and services freely across provincial/territorial borders.	84% (1)	91% (1)
More equal representation in the federal institutions, such as the Senate and House of Commons.	75% (=2)	86% (3)
Major energy and resource projects built, like the Trans Mountain Pipeline Expansion Project.	75% (=2)	87% (2)
A different equalization formula.	70% (4)	79% (5)
To reassert and strengthen provincial authority over areas of provincial jurisdiction, such as natural resource development and the environment.	66% (5)	81% (4)
Playing a larger role in International Relations.	57% (6)	73% (6)
Seeking new fiscal arrangements, such as tax point transfers.	56% (7)	71% (7)
Opting out of federal cost-shared programs, with full compensation.	54% (8)	58% (9)
Ensuring all public bodies must seek approval of the provincial government before entering into funding agreements with other governments.	52% (9)	61% (8)
Establishing a provincial constitution.	52% (10)	51% (10)
Alberta establishing its own institutions, such as a tax collection agency, police force, or pension plan.*	51% (11)	
Alberta establishing its own tax collection agency, where it would collect both personal and corporate income tax*		51% (11)
Alberta establishing its own Pension plan, and withdrawing from the Canada Pension Plan*		42% (13)
Alberta establishing its own Police force, replacing RCMP*		35% (14)
Alberta alone or with other Western Provinces separating from the rest of Canada.	47% (12)	34% (15)
The appointment of an Alberta Chief Firearms Officer.	42% (13)	49% (12)

\* Proposed institutions presented as one in online survey, and individually in telephone survey

**Note:**

Public engagement survey generated more than 22,000 open-ended replies to the question 'What other actions could the provincial government take to secure a fairer deal for Alberta?'. An internal review is currently underway to determine the best approach for analysis.

Preliminary results displayed from coded responses to public opinion research (telephone survey). Chart only shows categories accounting for 5% or more of all comments.

Q4. What other actions could the provincial government take to secure a fairer deal for Alberta?	Public Engagement	Public Opinion Research
Base: Total answering	22,041	1,000
Having a stronger voice / Negotiate more for Alberta / Working to help Albertans		9%
Equal treatment for Alberta (Including being treated more like Quebec)		8%
Make Alberta transfer payments to the federal government fair		6%
Better relationship with federal government / More professional conduct from UPC		5%
Increase control and ability for Alberta to move natural resources		5%
Equal representation federally / More control of western Canada affairs		5%
Referendum on separation from Canada / Make Alberta independent from Canada		5%
Provincial government listening / Being more open and accountable		5%

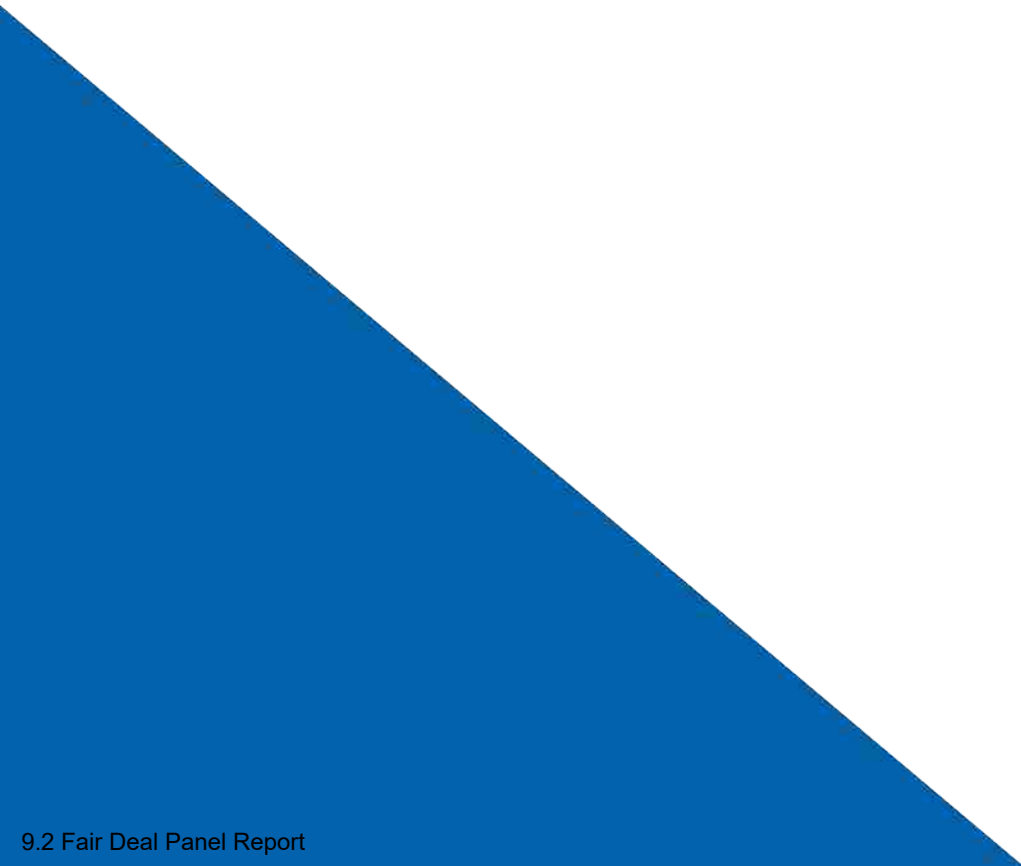
Note:

Public Opinion Research results weighted to Statistics Canada population proportions

Q5. What are the first three characters of the postal code where you live?	Public Engagement	Public Opinion Research
Base: Total answering	34,081	
Edmonton and region	27%	34%
Calgary and region	39%	37%
North	10%	10%
Central	15%	10%
South	9%	8%
Not disclosed	17%	

Q6. How old are you?	Public Engagement	Public Opinion Research
Base: Total answering	40,927	
18-24	3%	11%
25-34	18%	20%
35-44	25%	19%
45-54	20%	18%
55-64	20%	16%
65+	15%	16%
Prefer not to say	3%	

Q8. Are you ...	Public Engagement	Public Opinion Research
Base: Total answering	42,039	
Male	60%	50%
Female	39%	50%
Non binary/Third gender	1%	
Prefer to self-identify (Please specify):	1%	
Prefer not to say	6%	



June 22, 2020

SENT BY EMAIL

To All Interested Parties:

## **Notice of Filed Requests for Board Review Decision Summary LA20001 / P&H Wessels Farms Ltd.**

The Natural Resources Conservation Board (the Board) has received four requests for review (RFR) on NRCB Decision Summary LA20001. The decision summary, issued on May 29, 2020, approved an application for a new beef confined feeding operation (CFO). The CFO location is SW 4-8-26 W4M in the MD of Willow Creek.

The RFRs were filed pursuant to section 20(5) of the *Agricultural Operation Practices Act* (AOPA), and met the June 19, 2020 RFR filing deadline set out in the approval officer's cover letter to the decision summary. A copy of the RFRs received are attached.

Any party who believes they would be adversely affected by the position presented in the RFRs may submit a written rebuttal for the Board's consideration (section 13(4) of the AOPA Administrative Procedures Regulation). Rebuttals must be provided by email to [laura.friend@nrcb.ca](mailto:laura.friend@nrcb.ca) no later than 4:30 p.m. on **June 29, 2020**. Rebuttals filed after the deadline will not be considered.

The NRCB has a [fact sheet](#) describing the process for requests for Board review. All public review documents will be posted on the NRCB website [P&H Wessels Farms Ltd.](#) You can sign up on the website to be notified when new documents are posted. If you have any questions, please contact me at 403-297-8269 or by email at [laura.friend@nrcb.ca](mailto:laura.friend@nrcb.ca).

Sincerely,

*Laura Friend*

Laura Friend  
Manager, Board Reviews

cc: P&H Wessels Farms Ltd. (Pieter Wessels)  
MD of Willow Creek (Cindy Chisholm)  
Robert Rippin and Niesje Vanden Dool (directly affected)  
Jadon and Jana Sharratt (directly affected)  
Stasha Donahue (directly affected)  
Edith Evans (directly affected)  
Wendy and John McKinnon (directly affected)

Attachments

#1 - REQUEST FOR REVIEW: LA20001 / P&H Wessels Farms Ltd.	
Filed By:	<b>Robert Rippin and Niesje Vanden Dool</b>
Deadline for RFRs:	June 19, 2020
Date RFR received:	June 16, 2020
Status of party as per Decision Summary:	Directly Affected

**REQUEST FOR BOARD REVIEW**  
SUBMITTED TO THE NATURAL RESOURCES CONSERVATION BOARD

Application No:	LA 20001
Name of Operator/Operation:	P & H Wessels Farms Ltd
Type of application (check one):	<input type="checkbox"/> Approval
Location (legal land description):	SW 4-8-26 W4 & NW 33-7-26 W4
Municipality:	MD of Willow Creek

I hereby request a Board Review of the Approval Officer's Decision and have the right to request a Board review because *(please review all options and check one)*:

- ☐ I am the producer seeking the approval/registration/authorization.
- ☐ I represent the producer seeking the approval/registration/authorization.
- ☐ I represent the municipal government.
- ☒ I am listed as a directly affected party in the Approval Officer's Decision.
- ☐ I am not listed as a directly affected party in the Approval Officer's Decision and would like the Board to review my status.

**IMPORTANT INSTRUCTIONS**

1. You must meet the specified 10-day timeline; otherwise your request will not be considered.
2. Section 1 of this form must be completed only if you are requesting that the Board review your status as "not directly affected". Sections 2 to 5 must be completed by all applicants.
3. This form must be signed and dated before it is submitted to the Board for its review.
4. Be aware that Requests for Board Review are considered public documents. Your submitted request will be provided to all directly affected parties and will also be made available to members of the public upon request.
5. For more assistance, please call Laura Friend, Manager, Board Reviews at 403-297-8269.



# 1. PARTY STATUS

(IF YOU ARE NAMED A DIRECTLY AFFECTED PARTY IN THE APPROVAL OFFICER'S DECISION, YOU DO NOT NEED TO COMPLETE THIS SECTION)

Party status ("directly affected" or "not directly affected") is determined pursuant to the provisions of the *Agricultural Operation Practices Act (AOPA)* and its regulations. Upon receipt of an application, the Approval Officer must notify any affected parties. Affected parties include municipalities and owners or occupants of land as determined in accordance with the regulations. To obtain directly affected status, the owner or occupant notified in the above process must provide a written submission to the Approval Officer during the stage at which the Approval Officer considers the application. The Approval Officer will then determine who the directly affected parties are and include this determination in the Decision Summary.

Under its governing legislation, the Board can only consider requests for review submitted by directly affected parties. If you are not listed as directly affected in the Approval Officer's decision, you must request that the Board reconsider your status (*please note that under the provisions of AOPA, the Board cannot reconsider the status of a party who has not previously made a submission to the Approval Officer during the application process*).

In order to request your status be reconsidered, you must explain why your interests are directly affected by the decision of the Board. Please list these reasons below:

**My grounds for requesting directly affected status are as follows:**

We are directly affected

## 2.0 GROUNDS FOR REQUESTING A REVIEW

(ALL PARTIES MUST COMPLETE THIS SECTION)

In order to approve an application, NRCB Approval Officers must ensure the requirements of AOPA have been met. Your grounds for requesting a Board review should identify any requirements or specific issues that you believe the Approval Officer failed to adequately address in the Decision.

**My grounds for requesting a review of the Approval Officer's decision are as follows:**

*The approving officer fails to address the following issues:*

*The NRCB Environmental Risk Screening Tool has no basis in science. It is not a validated tool and seems to serve more as a public relations tool to help NRCB management tell the public CFOs pose no risk to groundwater and to minimize the areas where groundwater needs to be tested. The Isotope testing outlined in the response from AHS clearly show nitrates of manure origin already leaching into the groundwater, the existing leaching science was ignored because the flawed screening tool indicates "no risk". By using this tool the approving officer failed to consider the real risks. (See attached letter from AHS)*

*Both AEP and AHS are on record as indicating groundwater chemical testing is warranted. Your staff ignored the groundwater chemistry testing recommendations of both groundwater experts at AEP and the health experts at AHS. By disregarding experts in the area, which the approving officer is not, the approving officer failed to consider the scientific facts at hand.*

*Both AEP and AHS pointed out the obvious failings (not testing soil in the pens and testing at -19C) of the permeability testing by Woods. The Woods testing failed to follow the subsoil testing guide NRCB AG Dex 096-62. In accepting the data from Woods alone, the approvals officer failed to follow the NRCB's testing requirements.*

*NRCB staff was made aware of and ignored the false claim in the application that a Water Act License was in place. Further the approvals officer ignored the applicant's illegal diversion of water. In doing so the approvals officer failed to respect the Water Act due processes.*

*The claims of black soil were ludicrous given the large amount of clay and rocks noticeable in every field and observed at every construction. This error in soil identification means that unacceptably high manure loading rates have been approved. The approvals officer failed to properly assess soil quality and capacity.*

*Why was an unlimited quantity multi species approval issued when a 2000 head cattle CFO was applied for? The approvals officer showed an unsolicited bias*

*towards agricultural development when they failed to consider the environmental risks attributable to other livestock species.*

*The approving officer's decision was fettered and made in bad faith by the fact they are following NRCB management desire to ensure the public is not made aware of groundwater contamination issues from CFOs.*

### **3.0 REASONS YOU ARE AFFECTED BY THE DECISION**

(ALL PARTIES MUST COMPLETE THIS SECTION)

In order to support your reasons for requesting a review, please explain how you believe you would be affected by the Approval Officer's decision.

**I believe that, as a result of the Approval Officer's decision, the following prejudice or damage will result:**

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*As a result of this decision the quality of the McBride Aquifer will further deteriorate and what little water is left will be unusable. The McBride Aquifer is recharged from moisture on the land above the aquifer, not the mountains. The water in the McBride Aquifer currently exceeds the Maximum Acceptable Level for nitrates in drinking water. No efforts are being directed to finding the cause of the nitrates problem or to find a solution. Once approved there will be no mechanism to further address the negative impacts on the groundwater. Further deterioration will result in more neighbors relying on water hauling; and greater negative health outcome like miscarriages and slowed childhood brain development in those who ignore Alberta Health Services warnings. No single landowner's rights to access the aquifer outweigh the rights of the landowners at large. Approving this excessive industrial use stresses the aquifer that provides livelihoods for many. There will be a significant financial loss to all of us using the aquifer, including P&H Wessels Farms Ltd., if it is ruined.*

### **4. ACTION REQUESTED**

(ALL PARTIES MUST COMPLETE THIS SECTION)

**I would like the Board to take the following actions with the respect to the Approval Officer's decision:**

☐

Amend the decision

**Please describe why you believe the Board should take this action:**

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*The groundwater problems in the McBride aquifer were brought to the attention of the NRCB in 2011 application LA11009 and since that time the NRCB has taken a position of willful blindness allowing the problem to*

exacerbate, and hindering any attempt at safeguards. The lack of due diligence and this decision is another example of how the NRCB is actively obstructing those people and agencies trying to identify and fix the nitrate issues. By assisting in the creation of and exacerbating the groundwater problems, we have no doubt that the NRCB will be found liable for costs associated with the damages to homeowners in the area.

The general public are starting to understand water resources required for intensive, industrial livestock operations are in excess of what can healthfully be provided by small aquifers. Public opinion of this negative environmental foot print is driving down the desirability and consumption of beef. The NRCB should be working to make farmers successful and sustainable if they want to support the cattle industry. Approving the switch from a sustainable seasonal bedding operation to a natural resource draining CFO is a poor decision. Doing this without any attempt at reasonable safeguards is even worse. It is time for the NRCB to move into the 21<sup>st</sup> century and balance production with environmental stewardship before the cattle industry goes the way of the fishing industry.

If the Board decides to grant a review (in the form of either a hearing or a written review), all directly affected parties are eligible to participate. The Board may consider amending the Approval, Registration, or Authorization on any terms and conditions it deems appropriate. **Please note the Board cannot make any amendments unless it first decides to grant a review.**

If a review is granted by the Board, are there any new conditions, or amendments to existing conditions, that you would like the Board to consider? It is helpful if you identify how you believe your suggested conditions or amendments would address your concerns.

We would like to see the approval amended to delay construction until such time as the applicant complies with the Water Act. The applicant has no current water license. We find it unbecoming of a provincial agency that the NRCB would approve and encourage an application that includes fraudulent claims of water access. We believe the NRCB is acting in bad faith and complicit in the unlawful diversion of groundwater.

Given the region's lack of precipitation, high evaporation rate and high soil permeability, the catch basin will largely sit empty. Forcing the applicant to check the permeability of a plastic liner at his own expense does nothing to assist in determining the cause of the high nitrates, or protect the groundwater resource. We have significant concerns that manure leachate from the pens, and manure loading rates will increase the nitrate loading in the Aquifer and are puzzled why the free groundwater chemical testing suggested by AHS and AEP would be ignored and not be made a condition of approval. We would like to see the NRCB amend





*the approval to indicate: Yearly groundwater volume and quality testing is required on all the water wells owned or operated by the applicant. With the goal that any of the CFO's negative impacts on the quality or quantity of the McBride aquifer will not be tolerated.*

## 5.0 CONTACT INFORMATION

(ALL PARTIES MUST COMPLETE THIS SECTION)

### Contact information of the person requesting the review:

Name: Niesje Vanden Dool & Robert Rippin  
Address in Alberta: Box 2305 Fort Macleod T0L0Z0  
Legal Land Description: SW 33-7-26 W4M  
Phone:   
E-Mail Address: 

Signature: 

Date: June 16 2020

Please note that all sections of the form must be completed in order for your request to be considered.  
Also, if you do not meet the timeline identified, your request will not be considered. Form must be signed and dated before being submitted for Board consideration

### When you have completed your request, please send it, with any supporting documents to:

Laura Friend, Manager, Board Reviews  
Natural Resources Conservation Board  
19<sup>th</sup> Floor Centennial Place  
250 - 5<sup>th</sup> Street SW  
Calgary, AB T2P 0R4

Phone: 403-297-8269

Email: [laura.friend@nrcb.ca](mailto:laura.friend@nrcb.ca)

Please note, Requests for Board Review are considered public documents. Your submitted request will be provided to all directly affected parties and will also be made available to members of the public upon request.

For more assistance, please call Laura Friend, Manager, Board Reviews at 403-297-8269.



Alberta Health  
Services

Healthy Albertans.  
Healthy Communities.  
Together.



NRCB Application LA20001  
Applicant: P&H Wessels Farms Ltd.

March 17, 2020

Attention: Adria Snowdon, Approval Officer  
Natural Resource Conservation Board  
100, 5401 1<sup>st</sup> Avenue South  
Lethbridge, AB, T1J 4V6

RE: NRCB Application LA 20001, P&H Wessels Farms Ltd., SW-04-008-26 W4M

In response to your February 19, 2020 request for comment on the above noted Confined Feeding operation application we have reviewed the information provided and wish to provide the following comments:

- In Southern Alberta, Confined Feeding Operations may be contributing to increased nitrate loading in groundwater resources. Currently, the well water used for domestic purposes at 7 neighboring residences within 2 Km of the existing seasonal bedding operation show very high levels of nitrates. The Guidelines for Canadian Drinking Water Quality has set the maximum allowable concentration for nitrate at 10mg/L. The nitrate levels range between 11.8mg/L and 35.3mg/L.
- AHS understands water samples taken from a well #2028608 on SW 4-8-26-W4M by University of Calgary, Department of Geology in a 2013 study, underwent radio isotope testing. The results indicated:  $d^{15}N_{\text{nitrate}} = 28.6$   $d^{18}O_{\text{nitrate}} = 5.2$  which are indicative of nitrates from sewage or manure origin. This well in addition to new well # 1250901 are approximate 30 meter downhill from the existing seasonal bedding operation. As such, AHS has strong concerns that the high groundwater nitrates in the area are potentially caused from human or intensive livestock activity and any increase in improperly sited or monitored livestock operations could lead to a further deterioration of groundwater quality. Although the three most northern pens were omitted from this year's application there is no indication that they will be decommissioned.
- We noted that the soil permeability testing by Wood Canada used to conclude the pens had a "naturally occurring protective layer" were not conducted in the existing pens and the test was conducted on frozen ground over a 3 day period with water in January 2019 when the average outside temperature

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Environmental Public Health  
1222 Bev McLachlin Drive (Box 968) Pincher Creek, Alberta, Canada T0K 1W0  
[www.albertahealthservices.ca/esp.asp](http://www.albertahealthservices.ca/esp.asp)

was -19 C. We would suggest that it would be prudent to validate the conclusion.

- Data from the boreholes in the existing pens and proposed pens show heterogeneous soil types including a substantial amount of gravel soils. As such, AHS perceives this to be a potential risk of further contamination of groundwater resources and increasing nitrate loading.
- We note that there is no manure storage area indicated in the application, and that the manure from the operating pens is currently being stored on NE 32-7-26 W4M. We would suggest that this area undergo permeability testing to determine if the area is suitable for manure storage.
- On page 4 of the application, that applicant indicated that an addition water license was not required, from the correspondence associated with NRCB application LA19004 and correspondence with AEP, it is clear that the applicant is currently diverting water without approval or licenses. We do not recommend expansion of a business that is not in compliance with Alberta legislation.
- AHS has a history of complaints regarding CFO's specifically with the lack of dust control. There is significant wind in this area so AHS suggests that dust control measure designed to minimize blowing dust and manure be added as a condition of operation.
- AHS has strong concerns with this application due to risks associated with groundwater contamination and further nitrate loading. As such, AHS recommends further testing be conducted by the applicant prior to approval to determine the source of the high nitrates in the area. Most rural residents in the area use groundwater for domestic use and human consumption. It is well understood that safe and secure drinking water is essential to sustain healthy populations.
- AHS feels that the lack of water well monitoring in proximity to the pens as well as the increased manure loading in the surrounding field may result in the creation of a Public Health Nuisance. To address this potential nuisance, AHS recommends the applicant initiate a nitrate sampling program. The nitrate sampling program should include annual sampling of all wells within 300 meters of pens or manure storage areas.

If you require any further information, please contact me at [Michael.swystun@ahs.ca](mailto:Michael.swystun@ahs.ca) or 403-627-1230.



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Environmental Public Health  
1222 Bev McLachlin Drive (Box 968) Pincher Creek, Alberta, Canada T0K 1W0  
[www.albertahealthservices.ca/esp.asp](http://www.albertahealthservices.ca/esp.asp)



Mike Swystun, B.Sc., BEH, CPHI(c)  
Executive Officer/Public Health Inspector  
Alberta Health Services

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Environmental Public Health  
1222 Bev McLachlin Drive (Box 968) Pincher Creek, Alberta, Canada T0K 1W0  
[www.albertahealthservices.ca/esp.asp](http://www.albertahealthservices.ca/esp.asp)

#2 - REQUEST FOR REVIEW: LA20001 / P&H Wessels Farms Ltd.	
Filed By:	<b>Jadon and Jana Sharratt</b>
Deadline for RFRs:	June 19, 2020
Date RFR received:	June 17, 2020
Status of party as per Decision Summary:	Directly Affected

**REQUEST FOR BOARD REVIEW**  
**SUBMITTED TO THE NATURAL RESOURCES CONSERVATION BOARD**

Application No:	
Name of Operator/Operation:	
Type of application ( <i>check one</i> ):	<input type="checkbox"/> Approval <input type="checkbox"/> Registration <input type="checkbox"/> Authorization
Location ( <i>legal land description</i> ):	
Municipality:	

I hereby request a Board Review of the Approval Officer's Decision and have the right to request a Board review because (*please review all options and check one*):

- ☐ I am the producer seeking the approval/registration/authorization.
- ☐ I represent the producer seeking the approval/registration/authorization.
- ☐ I represent the municipal government.
- ☒ I am listed as a directly affected party in the Approval Officer's Decision.
- ☐ I am not listed as a directly affected party in the Approval Officer's Decision and would like the Board to review my status.

**IMPORTANT INSTRUCTIONS**

1. You must meet the specified 10-day timeline; otherwise your request will not be considered.
2. Section 1 of this form must be completed only if you are requesting that the Board review your status as "not directly affected". Sections 2 to 5 must be completed by all applicants.
3. This form must be signed and dated before it is submitted to the Board for its review.
4. Be aware that Requests for Board Review are considered public documents. Your submitted request will be provided to all directly affected parties and will also be made available to members of the public upon request.
5. For more assistance, please call Laura Friend, Manager, Board Reviews at 403-297-8269.

## 1. PARTY STATUS

(IF YOU ARE NAMED A DIRECTLY AFFECTED PARTY IN THE APPROVAL OFFICER'S DECISION, YOU DO NOT NEED TO COMPLETE THIS SECTION)

Party status (“*directly affected*” or “*not directly affected*”) is determined pursuant to the provisions of the *Agricultural Operation Practices Act* (AOPA) and its regulations. Upon receipt of an application, the Approval Officer must notify any affected parties. Affected parties include municipalities and owners or occupants of land as determined in accordance with the regulations. To obtain directly affected status, the owner or occupant notified in the above process must provide a written submission to the Approval Officer during the stage at which the Approval Officer considers the application. The Approval Officer will then determine who the directly affected parties are and include this determination in the Decision Summary.

Under its governing legislation, the Board can only consider requests for review submitted by directly affected parties. If you are not listed as directly affected in the Approval Officer's decision, you must request that the Board reconsider your status (*please note that under the provisions of AOPA, the Board cannot reconsider the status of a party who has not previously made a submission to the Approval Officer during the application process*).

In order to request your status be reconsidered, you must explain why your interests are directly affected by the decision of the Board. Please list these reasons below:

**My grounds for requesting directly affected status are as follows:**

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**(ALL PARTIES MUST COMPLETE THIS SECTION)**

**My grounds for requesting a review of the Approval Officer's decision are as follows:**

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

**(ALL PARTIES MUST COMPLETE THIS SECTION)**

**I believe that, as a result of the Approval Officer's decision, the following prejudice or damage will result:**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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#### 4. ACTION REQUESTED

(ALL PARTIES MUST COMPLETE THIS SECTION)

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I would like the Board to take the following actions with the respect to the Approval Officer's decision:

- ☐ Amend or vary the decision
- ☒ Reverse the decision

Please describe why you believe the Board should take this action:

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If the Board decides to grant a review (*in the form of either a hearing or a written review*), all directly affected parties are eligible to participate. The Board may consider amending the Approval, Registration, or Authorization on any terms and conditions it deems appropriate.

**Please note the Board cannot make any amendments unless it first decides to grant a review.**

If a review is granted by the Board, are there any new conditions, or amendments to existing conditions, that you would like the Board to consider? It is helpful if you identify how you believe your suggested conditions or amendments would address your concerns.

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## 5. CONTACT INFORMATION

(ALL PARTIES MUST COMPLETE THIS SECTION)

### Contact information of the person requesting the review:

Name: \_\_\_\_\_

Address in Alberta: \_\_\_\_\_

Legal Land Description: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please note that all sections of the form must be completed in order for your request to be considered.  
Also, if you do not meet the timeline identified, your request will not be considered. Form must be  
signed and dated before being submitted for Board consideration

**If you are, or will be, represented by another party, please provide their contact information (Note: If you are represented by legal counsel, correspondence from the Board will be directed to your counsel)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**When you have completed your request, please send it, with any supporting documents to:**

Laura Friend, Manager, Board Reviews  
Natural Resources Conservation Board  
19<sup>th</sup> Floor Centennial Place  
250 – 5<sup>th</sup> Street SW  
Calgary, AB T2P 0R4

Phone: 403-297-8269

Email: [laura.friend@nrcb.ca](mailto:laura.friend@nrcb.ca)

**Please note, Requests for Board Review are considered public documents. Your submitted request will be provided to all directly affected parties and will also be made available to members of the public upon request.**

**For more assistance, please call Laura Friend, Manager, Board Reviews at 403-297-8269.**

#3 - REQUEST FOR REVIEW: LA20001 / P&H Wessels Farms Ltd.	
Filed By:	<b>Stasha Donahue</b>
Deadline for RFRs:	June 19, 2020
Date RFR received:	June 17, 2020
Status of party as per Decision Summary:	Directly Affected

**REQUEST FOR BOARD REVIEW**  
**SUBMITTED TO THE NATURAL RESOURCES CONSERVATION BOARD**

Application No:	LA20001
Name of Operator/Operation:	Wessels Farms & Beekman Farms
Type of application (check one):	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Registration <input type="checkbox"/> Authorization
Location (legal land description):	SW 4-8-26 W4M and NW 33-7-26 W4M
Municipality:	MD of Willow Creek

I hereby request a Board Review of the Approval Officer's Decision and have the right to request a Board review because *(please review all options and check one)*:

- ☐ I am the producer seeking the approval/registration/authorization.
- ☐ I represent the producer seeking the approval/registration/authorization.
- ☐ I represent the municipal government.
- ☒ I am listed as a directly affected party in the Approval Officer's Decision.
- ☐ I am not listed as a directly affected party in the Approval Officer's Decision and would like the Board to review my status.

**IMPORTANT INSTRUCTIONS**

1. You must meet the specified 10-day timeline; otherwise your request will not be considered.
2. Section 1 of this form must be completed only if you are requesting that the Board review your status as "not directly affected". Sections 2 to 5 must be completed by all applicants.
3. This form must be signed and dated before it is submitted to the Board for its review.
4. Be aware that Requests for Board Review are considered public documents. Your submitted request will be provided to all directly affected parties and will also be made available to members of the public upon request.
5. For more assistance, please call Laura Friend, Manager, Board Reviews at 403-297-8269.

## 1. PARTY STATUS

(IF YOU ARE NAMED A DIRECTLY AFFECTED PARTY IN THE APPROVAL OFFICER'S DECISION, YOU DO NOT NEED TO COMPLETE THIS SECTION)

Party status ("*directly affected*" or "*not directly affected*") is determined pursuant to the provisions of the *Agricultural Operation Practices Act* (AOPA) and its regulations. Upon receipt of an application, the Approval Officer must notify any affected parties. Affected parties include municipalities and owners or occupants of land as determined in accordance with the regulations. To obtain directly affected status, the owner or occupant notified in the above process must provide a written submission to the Approval Officer during the stage at which the Approval Officer considers the application. The Approval Officer will then determine who the directly affected parties are and include this determination in the Decision Summary.

Under its governing legislation, the Board can only consider requests for review submitted by directly affected parties. If you are not listed as directly affected in the Approval Officer's decision, you must request that the Board reconsider your status (*please note that under the provisions of AOPA, the Board cannot reconsider the status of a party who has not previously made a submission to the Approval Officer during the application process*).

In order to request your status be reconsidered, you must explain why your interests are directly affected by the decision of the Board. Please list these reasons below:

**My grounds for requesting directly affected status are as follows:**

Am already listed as an affected party.

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## 2. GROUNDS FOR REQUESTING A REVIEW

(ALL PARTIES MUST COMPLETE THIS SECTION)

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In order to approve an application, NRCB Approval Officers must ensure the requirements of AOPA have been met. Your grounds for requesting a Board review should identify any requirements or specific issues that you believe the Approval Officer failed to adequately address in the Decision.

**My grounds for requesting a review of the Approval Officer's decision are as follows:**

I am concerned about the water quality and quantity affected by this decision. The McBride Lake aquifer that the applicant is exploiting is a shared resource. It is not under the ownership of Wessels or Beekmans. The impact on the water source for neighbours cannot be disregarded by the NRCB.

Information provided by AHS indicates that high Nitrate levels in the water are a concern. The NRCB indicated that a water study in the area was "inconclusive". That does NOT mean it should not be considered. Would the Approval Officer want his household water supply disregarded in such a manner?

Should the water quality erode with higher levels of Nitrates, referring landowners to AHS is not an acceptable response. This was outlined as a course of action for area residents by the Approving Officer. The landowners/affected parties are aware of the nitrate levels. That is why they expressed concern. This response by the Approving Officer seems flippant at best. The Approving Officer has disregarded the concerns of affected parties repeatedly. The provided suggestions for resolution are unacceptable.

**(ALL PARTIES MUST COMPLETE THIS SECTION)**

**I believe that, as a result of the Approval Officer's decision, the following prejudice or damage will result:**

The McBride Lake aquifer is a shared resource. The quality of this water will be negatively impacted by the expanded operation. The aquifer is recharged from topical moisture (including moisture contaminated by manure). The nitrate levels in the water currently exceed the maximum acceptable level for nitrates in drinking water. Alberta Health services flagged the issue of high nitrate levels but this was not addressed effectively or fairly by the NRCB.

This point about high nitrate levels in the water has been repeatedly made. I submitted water test results indicative of same. Deterioration of water quality will result in having to rely on hauled water for household consumption. This is not acceptable. The failure of the NRCB to consider the water rights of impacted parties with this application are a failure of adherence to the stated NRCB's core values of "integrity, fairness, respect, excellence and service."

An additional note-the original application was for beef finishers-this last approval indicate multi-species. This is inconsistent

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#### 4. ACTION REQUESTED

(ALL PARTIES MUST COMPLETE THIS SECTION)

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I would like the Board to take the following actions with the respect to the Approval Officer's decision:

- ☒ Amend or vary the decision
- ☐ Reverse the decision

Please describe why you believe the Board should take this action:

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I do not want to have my household water polluted by this operation. I do not want to have the quantity of water in the McBride Lake Aquifer negatively impacted by this operation.

---

At a minimum, the NRCB should request regular water testing to ensure volume and quality of the McBride Lake Aquifer is not negatively impacted by operations.

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Currently, the operator is drawing water from a well without a license for industrial agriculture use. This is illegal. The NRCB is aware of this illegal activity but is choosing to turn a blind eye. Does this not make the NRCB complicit in wrong doing?

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If the Board decides to grant a review (*in the form of either a hearing or a written review*), all directly affected parties are eligible to participate. The Board may consider amending the Approval, Registration, or Authorization on any terms and conditions it deems appropriate. **Please note the Board cannot make any amendments unless it first decides to grant a review.**

If a review is granted by the Board, are there any new conditions, or amendments to existing conditions, that you would like the Board to consider? It is helpful if you identify how you believe your suggested conditions or amendments would address your concerns.

The operator is breaking the law by taking water for industrial use without a license. Instruct the operator to haul his own water for the operation. No further water should be drawn from the aquifer for industrial use. This illegal practice needs to stop now.

---

Investigate nitrate levels before approving expansion. This would be prudent and fair to affected parties. At a minimum, there should be regular testing.

---

Regular unplanned site visits to ensure compliance should be put in place. Given the current illegal activity ( water use without a license) this operator should be considered at risk for non-compliance.

---

If affected parties experience water quality deterioration, they should be remunerated for damages and the expense of water hauling.

---



## 5. CONTACT INFORMATION

(ALL PARTIES MUST COMPLETE THIS SECTION)

### Contact information of the person requesting the review:

Name: Stasha Donahue

Address in Alberta: Box 1364  
Fort Macleod, Alberta T0L 0Z0

Legal Land Description: NE 28-7-26 W4

Phone Number: [REDACTED] Fax Number: [REDACTED]

E-Mail Address: [REDACTED]

Signature:  Date: June 17, 2020

Please note that all sections of the form must be completed in order for your request to be considered. Also, if you do not meet the timeline identified, your request will not be considered. Form must be signed and dated before being submitted for Board consideration

If you are, or will be, represented by another party, please provide their contact information (Note: If you are represented by legal counsel, correspondence from the Board will be directed to your counsel)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**When you have completed your request, please send it, with any supporting documents to:**

Laura Friend, Manager, Board Reviews  
Natural Resources Conservation Board  
19<sup>th</sup> Floor Centennial Place  
250 – 5<sup>th</sup> Street SW  
Calgary, AB T2P 0R4

Phone: 403-297-8269

Email: [laura.friend@nrcb.ca](mailto:laura.friend@nrcb.ca)

Please note, Requests for Board Review are considered public documents. Your submitted request will be provided to all directly affected parties and will also be made available to members of the public upon request.

For more assistance, please call Laura Friend, Manager, Board Reviews at 403-297-8269.

#4 - REQUEST FOR REVIEW: LA20001 / P&H Wessels Farms Ltd.	
Filed By:	<b>Edith Evans</b>
Deadline for RFRs:	June 19, 2020
Date RFR received:	June 17, 2020
Status of party as per Decision Summary:	Directly Affected

**REQUEST FOR BOARD REVIEW**  
**SUBMITTED TO THE NATURAL RESOURCES CONSERVATION BOARD**

Application No:	
Name of Operator/Operation:	
Type of application ( <i>check one</i> ):	<input type="checkbox"/> Approval <input type="checkbox"/> Registration <input type="checkbox"/> Authorization
Location ( <i>legal land description</i> ):	
Municipality:	

I hereby request a Board Review of the Approval Officer's Decision and have the right to request a Board review because (*please review all options and check one*):

- ☐ I am the producer seeking the approval/registration/authorization.
- ☐ I represent the producer seeking the approval/registration/authorization.
- ☐ I represent the municipal government.
- ☒ I am listed as a directly affected party in the Approval Officer's Decision.
- ☐ I am not listed as a directly affected party in the Approval Officer's Decision and would like the Board to review my status.

**IMPORTANT INSTRUCTIONS**

1. You must meet the specified 10-day timeline; otherwise your request will not be considered.
2. Section 1 of this form must be completed only if you are requesting that the Board review your status as "not directly affected". Sections 2 to 5 must be completed by all applicants.
3. This form must be signed and dated before it is submitted to the Board for its review.
4. Be aware that Requests for Board Review are considered public documents. Your submitted request will be provided to all directly affected parties and will also be made available to members of the public upon request.
5. For more assistance, please call Laura Friend, Manager, Board Reviews at 403-297-8269.

## 1. PARTY STATUS

(IF YOU ARE NAMED A DIRECTLY AFFECTED PARTY IN THE APPROVAL OFFICER'S DECISION, YOU DO NOT NEED TO COMPLETE THIS SECTION)

Party status (“*directly affected*” or “*not directly affected*”) is determined pursuant to the provisions of the *Agricultural Operation Practices Act* (AOPA) and its regulations. Upon receipt of an application, the Approval Officer must notify any affected parties. Affected parties include municipalities and owners or occupants of land as determined in accordance with the regulations. To obtain directly affected status, the owner or occupant notified in the above process must provide a written submission to the Approval Officer during the stage at which the Approval Officer considers the application. The Approval Officer will then determine who the directly affected parties are and include this determination in the Decision Summary.

Under its governing legislation, the Board can only consider requests for review submitted by directly affected parties. If you are not listed as directly affected in the Approval Officer's decision, you must request that the Board reconsider your status (*please note that under the provisions of AOPA, the Board cannot reconsider the status of a party who has not previously made a submission to the Approval Officer during the application process*).

In order to request your status be reconsidered, you must explain why your interests are directly affected by the decision of the Board. Please list these reasons below:

**My grounds for requesting directly affected status are as follows:**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

**(ALL PARTIES MUST COMPLETE THIS SECTION)**

**My grounds for requesting a review of the Approval Officer's decision are as follows:**

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

**(ALL PARTIES MUST COMPLETE THIS SECTION)**

**I believe that, as a result of the Approval Officer's decision, the following prejudice or damage will result:**

[illegible]

**4. ACTION REQUESTED**  
(ALL PARTIES MUST COMPLETE THIS SECTION)

**I would like the Board to take the following actions with the respect to the Approval Officer’s decision:**

- ☐ Amend or vary the decision
- ☒ Reverse the decision

**Please describe why you believe the Board should take this action:**

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If the Board decides to grant a review (*in the form of either a hearing or a written review*), all directly affected parties are eligible to participate. The Board may consider amending the Approval, Registration, or Authorization on any terms and conditions it deems appropriate. **Please note the Board cannot make any amendments unless it first decides to grant a review.**

If a review is granted by the Board, are there any new conditions, or amendments to existing conditions, that you would like the Board to consider? It is helpful if you identify how you believe your suggested conditions or amendments would address your concerns.

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## 5. CONTACT INFORMATION

(ALL PARTIES MUST COMPLETE THIS SECTION)

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### Contact information of the person requesting the review:

Name: \_\_\_\_\_

Address in Alberta: \_\_\_\_\_

Legal Land Description: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature: Edith Evans Date: \_\_\_\_\_

Please note that all sections of the form must be completed in order for your request to be considered.  
Also, if you do not meet the timeline identified, your request will not be considered. Form must be  
signed and dated before being submitted for Board consideration

**If you are, or will be, represented by another party, please provide their contact information (Note: If you are represented by legal counsel, correspondence from the Board will be directed to your counsel)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**When you have completed your request, please send it, with any supporting documents to:**

Laura Friend, Manager, Board Reviews  
Natural Resources Conservation Board  
19<sup>th</sup> Floor Centennial Place  
250 – 5<sup>th</sup> Street SW  
Calgary, AB T2P 0R4

Phone: 403-297-8269

Email: [laura.friend@nrcb.ca](mailto:laura.friend@nrcb.ca)

**Please note, Requests for Board Review are considered public documents. Your submitted request will be provided to all directly affected parties and will also be made available to members of the public upon request.**

**For more assistance, please call Laura Friend, Manager, Board Reviews at 403-297-8269.**

**From:** [Fiona Vance](#)  
**To:** [Laura Friend](#)  
**Cc:** [Cindy Chisholm](#); [Andy Cumming](#); [John Brown](#); [Bill Kennedy](#)  
**Subject:** LA20001 P&H Wessels Farms Ltd. - RFRs  
**Date:** June 23, 2020 1:26:15 PM

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Good afternoon Ms. Friend,

I write on behalf of the approval officer and NRCB Field Services in relation to the requests for review of the approval officer's decision in application LA20001 P&H Wessels Farms Ltd. I have already provided you with copies of the statements of concern submitted by each of the four applicants who have requested review. This will allow the Board to view the concerns of these applicants that were before the approval officer when he issued his decision on May 29<sup>th</sup>.

The approval officer does not make any substantive submission at this stage. However, the approval officer has reviewed, with grave concern, the offensive allegations contained in the Rippin-Vanden Dool request for review submitted on June 16<sup>th</sup>. These allegations call into question the professionalism of the approval officer and the integrity of the NRCB as a regulatory organization.

These allegations are particularly offensive given the long-standing professional relationship between Mr. Rippin and NRCB Field Services. I note that Stasha Donahue's statement of concern was copied in part to Mr. Rippin as an AHS public health inspector. However, it is the NRCB's understanding that Mr. Rippin was not actually the AHS public health inspector for this application.

It is impossible for the NRCB to ignore the disappointing and hurtful statements, made publicly by Mr. Rippin and Ms. Vanden Dool. If the Board determines that one or more of these allegations merits review in the context of application LA20001, the approval officer and NRCB Field Services will require an opportunity to assemble responsive evidence and submissions.

In our view, however, a Board review of an approval officer's permitting decision is not the proper mechanism by which to address these attacks. Rather, we prefer to address them in our ongoing work in stakeholder relationships.

I have BCC'd this e-mail to the operator, Mr. Wessels, as well as to four of the five parties identified as directly affected in your June 22, 2020 letter (Jadon & Jana Sharratt; Stasha Donahue; Robert Rippin & Niesje Vanden Dool; and Wendy and John McKinnon). I am sending a PDF'd-printed copy of this e-mail message, by regular mail, to the fifth party, Edith Evans.

Regards,

Fiona N. Vance  
Chief Legal Officer - Operations, NRCB  
[Fiona.Vance@nrcb.ca](mailto:Fiona.Vance@nrcb.ca)  
(780) 422-1952

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