



AGENDA

Town Council

December 8, 2025 - 3:00 PM

Town Administration Building - Council Chambers

AGENDA FOR REGULAR MEETING OF THE TOWN COUNCIL TO BE HELD ON MONDAY, DECEMBER 8, 2025 AT 3:00 PM IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING, 4938 – 50 AVENUE, RIMBEY, ALBERTA.

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10. OPEN FORUM

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

11. CLOSED SESSION - 11.1 ATIA SECTION 20(1) DISCLOSURE HARMFUL TO PERSONAL PRIVACY

12. ADJOURNMENT



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Minutes of Committee of the Whole Meeting
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

Minutes of Committee of the Whole Meeting November 10, 2025, as presented.

RECOMMENDATION:

To accept the Minutes of Committee of the Whole Meeting November 10, 2025, as presented.

ATTACHMENTS:

2025 11 10 COW Meeting Minutes

PREPARED BY: Bonnie Rybak, Executive Assistant

November 19, 2025
Date

ENDORSED BY:

Gray

Craig Douglas, Chief Administrative Officer

November 20, 2025
Date



MINUTES

Committee of the Whole Meeting

Monday, November 10, 2025 - 3:00 PM
Town Administration Building - Council Chambers

1.

CALL TO ORDER COMMITTEE OF THE WHOLE MEETING & RECORD OF ATTENDANCE

Mayor Pankiw called the meeting to order at 3:00 pm with the following in attendance:

- Mayor Rick Pankiw
- Councillor Lana Curle
- Councillor Jeff Johnstone
- Councillor Bonnie Grundy
- Councillor Mathew Jaycox
- Bonnie Rybak - Executive Assistant
- Craig Douglas - Chief Administrative Officer
- Duncan Campbell - Director of Public Works
- Breanna Engerdahl - Director of Community Services

Public: (3) members of the public

1.1. LAND ACKNOWLEDGEMENT

2.

AGENDA APPROVAL AND ADDITIONS

Motion 049/2025

Moved by Councillor Jaycox to accept the Agenda for the November 10, 2025, Committee of the Whole Meeting, as amended.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

3.

MINUTES

3.1. Minutes

Motion 050/2025

Moved by Councillor Johnstone to accept the Minutes of the Committee of the Whole Meeting of September 8, 2025.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

4. PUBLIC HEARINGS
5. DELEGATIONS
6. BYLAWS
7. NEW AND UNFINISHED BUSINESS

7.1. Land Recognition

Motion 051/2025

Moved by Councillor Jaycox to table the discussion of discontinuing Item 1.1 Land Acknowledgment in the Council Agenda, to the next Regular Council meeting on November 24, 2025.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

7.2. Policy 170 - Elected Official Recognition

Motion 052/2025

Moved by Mayor Pankiw for Administration to revise Draft Policy 170 “Elected Official Recognition” by updating the monetary amounts and incorporating a group plaque on which all Councillors’ names will be displayed, and that the amended draft be presented at the November 24, 2025, Regular Council Meeting.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

7.3. Policy 171 - Laptop Purchase for Elected Officials

Motion 053/2025

Moved by Councillor Grundy to bring Policy 171 "Laptop Purchase for Elected Officials" forward to the next Regular Meeting on November 24, 2025.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

7.4. Council Portraits

Motion 054/2025

Moved by Councillor Jaycox to bring the discussion of Council portraits forward to the next Regular Council meeting on November 24, 2025.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

7.5. Jr. B Rimbey Royals Advertising Agreement

Motion 055/2025

Moved by Councillor Curle to accept the discussion the Jr. B Rimbey Royals to have an advertising agreement, as information.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

8. OPEN FORUM
9. CLOSED SESSION
10. ADJOURNMENT

10.1. Adjournment

Motion 056/2025

Moved by Councillor Johnstone to adjourn the meeting at 3:45 p.m.

CARRIED

Rick Pankiw, Mayor

Craig Douglas, Chief Administrative Officer



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Minutes of Organizational Meeting
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

Minutes of the Organizational Meeting of October 27, 2025, as presented.

RECOMMENDATION:

To accept the Minutes of the Organizational Meeting of October 27, 2025, as presented.

ATTACHMENTS:

2025 10 27 Organizational Council Minutes

PREPARED BY: Bonnie Rybak, Executive Assistant

November 19, 2025
Date

ENDORSED BY:

Gray

Craig Douglas, Chief Administrative Officer

November 24, 2025
Date



MINUTES

Town Council Meeting

Monday, October 27, 2025 - 3:00 PM
Town Administration Building - Council Chambers

1. CALL TO ORDER ORGANIZATIONAL MEETING & RECORD OF ATTENDANCE

Mayor Pankiw called the meeting to order at 3:00 pm with the following in attendance:

Mayor Rick Pankiw
Councillor Lana Curle
Councillor Jeff Johnstone
Councillor Bonnie Grundy
Councillor Mathew Jaycox
Bonnie Rybak - Executive Assistant
Craig Douglas - Chief Administrative Officer

Public: (1) members of the public

1.1. LAND ACKNOWLEDGEMENT

2. AGENDA APPROVAL AND ADDITIONS

Motion 185/2025

Moved by Councillor Curle to accept the agenda for the October 25, 2025, Organizational Meeting, as presented.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

3. GENERAL ITEMS

3.1. Committee of the Whole Meeting Dates and Times

Motion 186/2025

Moved by Councillor Johnstone that the Committee of the Whole Meetings be scheduled for the second Monday of every month at 3:00 p.m., unless the date falls on a statutory holiday, in which case the meeting will be held on the following Thursday.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

Motion 187/2025

Moved by Councillor Jaycox that the Committee of the Whole Meetings be cancelled for the months of July and August 2026.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

3.2. Council Meeting Dates and Times

Motion 188/2025

Moved by Councillor Grundy that the Regular Council Meetings be scheduled at 3:00 pm on fourth Monday of the month with one meeting in July, August, and December of 2026, unless it falls on statutory holiday, in which case the meeting will be held on the following Thursday. The July and August meetings will be held on the fourth Monday of the month, and the December meeting will be held on the second Monday of the month.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

Motion 189/2025

Moved by Councillor Jaycox that the Regular Council meeting be scheduled at 1:00 pm in January and February 2026 to allow for the elementary schools to attend the Council meeting during school hours.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

4.

APPOINTMENTS

4.1. Committee Board Appointments

Motion 190/2025

Moved by Councillor Curle accept the appointments of Mayor and Councillors to the Boards and Committees, as presented.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

4.2. Library Appointments

Motion 191/2025

Moved by Councillor Curle to reappoint Virgina Grinde and John Hull for another 3-year term to the Rimbey Municipal Library, ending on October 31, 2028.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

4.3. Library Council Member Appointment

Motion 192/2025

Moved by Mayor Pankiw to appoint Councillor Curle a member to the Rimbey Municipal Library Board with term expiry date of October 31, 2026.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

4.4. Bylaw Committee - Town of Rimbey Members at Large Appointed by Council

Motion 193/2025

Moved by Councillor Johnstone to re-appoint Rob Rondeel, Ellery Derksen, and Kathy Pfau to the Bylaw Committee until the next Organizational Meeting in 2026.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

4.5. RCHHS (formerly FCSS) - Town of Rimbey Members at Large Appointed by

Council

Motion 194/2025

Moved by Councillor Johnstone to appoint Natalie Stefanyk, Rod Schaff, and Dave Bechard to the Rimbey Community Home Help Services Board for the period of October 27, 2025, to the next Organizational Meeting in 2026.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

5. ADJOURNMENT

5.1. Adjournment

Motion 195/2025

Moved by Councillor Grundy to adjourn the meeting at 3:31 p.m.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

Rick Pankiw, Mayor

Craig Douglas, Chief Administrative Officer



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Minutes of Regular Council Meeting
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

Minutes of Regular Council Meeting October 27, 2025, as presented.

RECOMMENDATION:

To accept the Minutes of Regular Council Meeting October 27, 2025, as presented.

ATTACHMENTS:

[2025 10 27 Regular Council Minutes](#)

PREPARED BY: Bonnie Rybak, Executive Assistant

November 10, 2025
Date

ENDORSED BY:

CS

Craig Douglas, Chief Administrative Officer

November 20, 2025
Date



MINUTES

Town Council Meeting

Monday, October 27, 2025 - 4:00 PM
Town Administration Building - Council Chambers

1.	CALL TO ORDER REGULAR COUNCIL MEETING & RECORD OF ATTENDANCE Mayor Pankiw called the meeting to order at 3:30 p.m. with the following in attendance: Mayor Rick Pankiw Councillor Lana Curle Councillor Jeff Johnstone Councillor Bonnie Grundy Councillor Mathew Jaycox Bonnie Rybak - Executive Assistant Craig Douglas - Chief Administrative Officer Public: (0) members of the public <u>1.1. LAND ACKNOWLEDGEMENT</u>										
2.	AGENDA APPROVAL AND ADDITIONS <u>Motion 196/2025</u> Moved by Councillor Curle to accept the Agenda for the October 27, 2025, Regular Council Meeting, as presented. <table><tr><td>Mayor Pankiw</td><td>In Favor</td></tr><tr><td>Councillor Curle</td><td>In Favor</td></tr><tr><td>Councillor Johnstone</td><td>In Favor</td></tr><tr><td>Councillor Grundy</td><td>In Favor</td></tr><tr><td>Councillor Jaycox</td><td>In Favor</td></tr></table> <div>CARRIED</div>	Mayor Pankiw	In Favor	Councillor Curle	In Favor	Councillor Johnstone	In Favor	Councillor Grundy	In Favor	Councillor Jaycox	In Favor
Mayor Pankiw	In Favor										
Councillor Curle	In Favor										
Councillor Johnstone	In Favor										
Councillor Grundy	In Favor										
Councillor Jaycox	In Favor										
3.	MINUTES <u>3.1. Minutes</u> <u>Motion 197/2025</u> Moved by Councillor Johnstone to accept the Minutes of the Regular Council meeting on September 22, 2025, as presented. <table><tr><td>Mayor Pankiw</td><td>In Favor</td></tr><tr><td>Councillor Curle</td><td>In Favor</td></tr><tr><td>Councillor Johnstone</td><td>In Favor</td></tr><tr><td>Councillor Grundy</td><td>In Favor</td></tr><tr><td>Councillor Jaycox</td><td>In Favor</td></tr></table> <div>CARRIED</div>	Mayor Pankiw	In Favor	Councillor Curle	In Favor	Councillor Johnstone	In Favor	Councillor Grundy	In Favor	Councillor Jaycox	In Favor
Mayor Pankiw	In Favor										
Councillor Curle	In Favor										
Councillor Johnstone	In Favor										
Councillor Grundy	In Favor										
Councillor Jaycox	In Favor										
4.	PUBLIC HEARINGS										
5.	DELEGATIONS										
6.	BYLAWS										

7.

NEW AND UNFINISHED BUSINESS

7.1. Policy 156 Councillor Attendance at Conferences/Meetings

Motion 198/2025

Moved by Councillor Jaycox to accept the changes to Policy 156 Councillor Attendance at Conferences/Meetings to align with the recent amendments made to Policy 155 Council Remuneration.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

7.2. Parkland Regional Library Proposed Budget 2026

Motion 199/2025

Moved by Councillor Jaycox to approve the Parkland Regional Library 2026 Proposed Budget including an \$.18 increase to the municipal per capita requisition. and estimated requisition for the Town of Rimbey at \$9.99 per capita based on Municipal Affairs most recent Official Population list statistics based on 2024 statistics. The 2026 requisition estimated at (9.99 x 2470) \$24,675.30.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

8.

REPORTS

8.1. DEPARTMENT REPORTS

8.2. BOARDS/COMMITTEE REPORTS

8.2.1 Boards/Committee Reports

Motion 200/2025

Moved by Councillor Curle to accept the board / committee reports, as information.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

9.

CORRESPONDENCE

10. OPEN FORUM
11. CLOSED SESSION
12. ADJOURNMENT

12.1. Adjournment

Motion 201/2025

Moved by Councillor Jaycox to adjourn the meeting at 3:57 p.m.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

Rick Pankiw, Mayor

Craig Douglas, Chief Administrative Officer

Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Liz Armitage, Development Officer
Subject: Bylaw 1018/25 Amendment to Land Use Bylaw 1008/24 – Addition of Child Care Facility Use in the M- Industrial District.
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

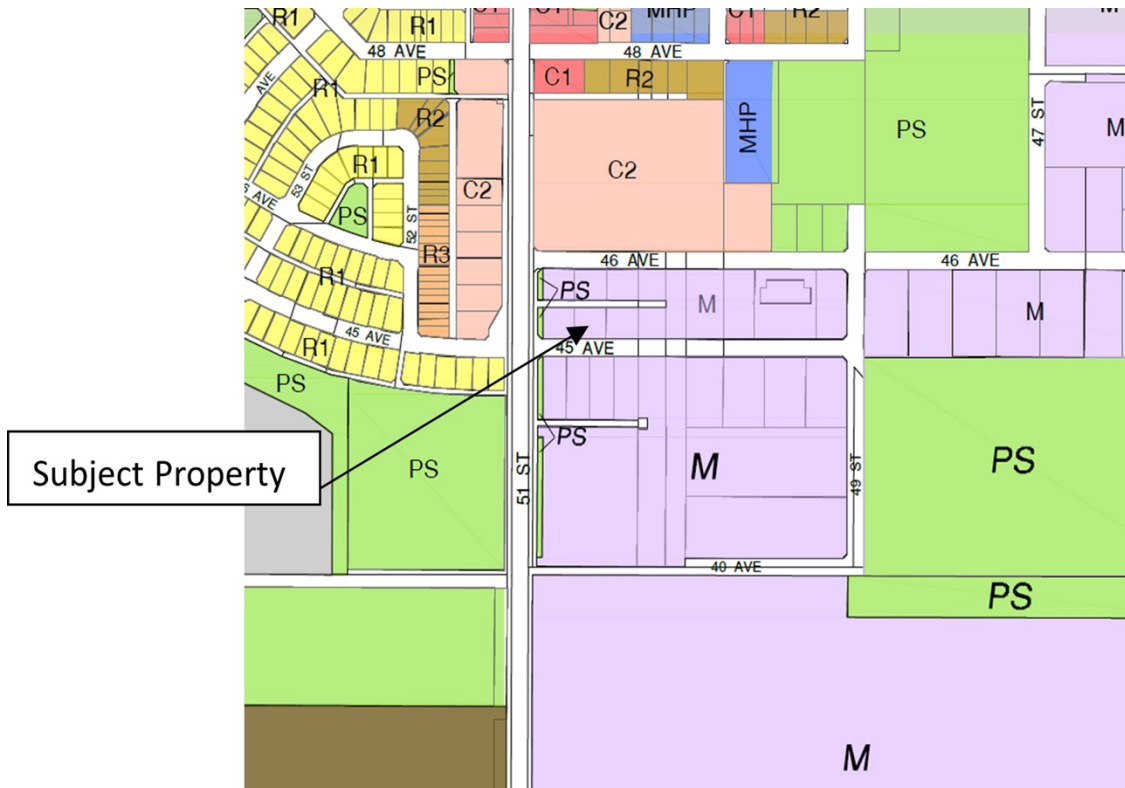
An application has been received to amend the M – Industrial District of the Land Use Bylaw to allow for "Child Care Facility" as a discretionary use in this land use district. This will facilitate a development permit application for a Child Care facility at 5010–45 Avenue. If this Land Use Bylaw amendment is approved by Council, a development permit application for this type of use would be possible at this location and any other M – Industrial designated lot. The amendment is required to allow the use in this district.

Although this redesignation is to facilitate a specific development for this subject parcel, Council should consider this amendment to the Bylaw in the context of the entire M - Industrial district and all parcels with this designation. Given the relatively minimal impact and fact that this use will remain a discretionary use, Council may have confidence that Administration will still have the ability to conduct a thorough review and consideration for these applications to ensure that they can be appropriately planned, if proposed, throughout the M - Industrial district.

DISCUSSION:

Analysis of Existing Conditions:

An analysis of the existing land use and surrounding area indicates that as per Land Use Bylaw 1008/24, the property facilitating this overall change to the land use district as a whole is surrounded by lands designated M - Industrial on the east, west, north and south. Below is an image of the property from the town's Land Use Bylaw map.



As it's a discretionary use, any potential impacts to adjacent properties could be mitigated through conditions and the review process on approving new development permit applications.

A review was conducted across other recently approved land use bylaws in the Alberta region to determine if this was a reasonable LUB amendment. The review found that a number of urban municipalities have allowed child care facilities as discretionary use in their industrial districts. This is given to the increased development of these facilities, particularly in recent years with various government subsidies and incentive programs. Across Alberta this has resulted in a sizeable increase in the need for child care facility spaces. With this increased demand, facilities have sought out more economical and affordable locations that have ample size for children to learn and play, and these spaces are typically found in industrial lots.

Child care facilities in residential areas are typically referred to as "day homes" or "family day homes" as defined in the Rimbey Land Use Bylaw. Typically, smaller scale operations are more appropriate in residential areas, but the larger commercial child care facilities need larger facilities and economically choose to locate in industrial areas. Child Care facilities in industrial areas are still required to comply with all provincial licensing and regulations, so the safety of the children is still reviewed through provincial requirements. Opening up this use in industrial areas reduces potential impacts on residential homeowners when located in residential areas. They do not always locate in commercial areas given increased lease rates for commercial spaces and smaller spaces that are not suitable for this type of use.

Industrial areas can be suitable provided that they have adequate outdoor spaces and distances from adjacent conflicting uses. The specific proposed location facilitating this LUB change has adequate outdoor space to support an outdoor play area that meets provincial specifications. Future proposed child care facilities in industrial areas would also be required to have an adequate space for an outdoor play area for children.

While Administration is overall comfortable with supporting this application as a discretionary use and recommending approval to Council of this amendment, potential drawbacks should be outlined as well. Child care facilities in industrial areas may impact the future location of more intensive industrial uses in industrial areas as they do not want to be situated near possibly conflicting uses such as child care facilities. This is a minimal concern given the use is largely indoors with limited outdoor time, however the drop-off/pick-up and integration of children into an industrial area may result in increased complaints from businesses operating in the area. On the flip side, the child care facility customers may increase complaints of pre-existing industrial uses that were in place prior to the child care facility locating there so maintaining understanding and expectations of the integration of a range of businesses in industrial areas is key.

Overall, through conditions and review of development permit applications, child care facilities as a discretionary use should be considered an appropriate amendment to the Bylaw while being aware of the potential implications that can result from further opening up industrial areas to a range of uses.

Municipal Development Plan

This proposed change to the LUB aligns with the Commercial Development section of the MDP. Goals of this section include:

10.1: To promote and encourage the provision of a full range of goods and services for the citizens of the Town.

10.2: To minimize potential conflicts between commercial and non-commercial land uses.

The proposed amendment aligns with these goals as it facilitates new businesses and vital services for the Town while ensuring potential conflicts can be minimized through the discretionary nature of the use.

Land Use Bylaw

The addition of the Child Care Facility uses in the M – Industrial District will allow for appropriate technical review by Administration. Additional studies to ensure safety and health impacts of potential attendees can be addressed through the development permit submission as well in alignment with the provisions of the Land Use Bylaw and any requests from external agencies. The addition of this discretionary use ensures all provisions of the LUB relating to ensuring proper transparency, review and potential appeal can be addressed at the development permit stage of development.

Summary

Overall, Rimbey's MDP focuses on economic development balancing the importance a strong quality of life for residents. This amendment furthers that overall objective and ensures appropriate planning for this type of use across the M - Industrial district. It allows for consideration of child care facilities – an important use for complete communities, providing both economic and business benefits as well as overall quality of life and family benefits for families living in and around Rimbey.

Circulation Comments

- Alberta Health Services (Nov 10, 2025): See attached comments – Administration notes that these comments can be addressed through the development permit application.

Council Agenda Item 4.1

- Fortis Alberta (Nov 25, 2025): FortisAlberta has no concerns, please contact 310-WIRE for any electrical services.
- Alberta Transportation (Nov 30, 2025): Standard comments. Permit from AT will be required.
- Alberta Forestry & Parks (Nov 3, 2025): No comments with regards to the Public Lands Act
- Ponoka County (Nov 7, 2025): No objections
- ATCO Gas (Nov 20, 2025): If gas service is required, to avoid delays, the owner / developer should contact an ATCO Gas Service Admin Coordinator at 780-420-7514, or their local ATCO Gas agency office at their earliest convenience to discuss the service contract, gas load requirements, timing details and any associated costs. To avoid delays a minimum notice of 6 months is recommended. Note, each lot / unit is to have a separate service line.

RELEVANT POLICY/LEGISLATION:

Municipal Government Act
Municipal Development Plan
Land Use Bylaw 1008/24

OPTIONS/CONSEQUENCES:

N/A

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION:

Motion #1: Administration recommends Council give first reading of Bylaw 1018/25 Amendment to Land Use Bylaw 1008/24.

If Council grants first reading:

Motion #2: Administration recommends Council open the Public Hearing for Bylaw 1018/25.

Depending on the outcome of the Public Hearing:

Motion #3: Administration recommends Council give second reading of Bylaw 1018/25 Amendment to Land Use Bylaw 1008/24.

If Council grants second reading:

Motion #4: Administration recommends Council unanimously give third and final reading of Bylaw 1018/25 Amendment to Land Use Bylaw 1008/24.

ATTACHMENTS:

[Bylaw 1018-25 - 1st Reading Bylaw - v2](#)
[Alberta Health Services Comment](#)

PREPARED BY: Liz Armitage, Development Officer

December 2, 2025

Date

ENDORSED BY:

A handwritten signature in blue ink, appearing to read "Craig Douglas", followed by a large, stylized flourish or checkmark.

Craig Douglas, Chief Administrative
Officer

December 3, 2025

Date



A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO
AMEND LAND USE BYLAW 1008/24.

WHEREAS Part 6, Section 6.1(2), of the Town of Rimbey Land Use Bylaw 1008/24 states that Council may initiate an amendment to the Land Use Bylaw,

NOW THEREFORE After due compliance with the relevant provisions of the Municipal Government Act RSA 2000, ch. M-26, as amended, the Council of the Town of Rimbey duly assembled enacts as follows:

PART I - TITLE

This Bylaw may be cited as the Amendment to the Land Use Bylaw.

PART II – REDESIGNATION

- 1) That the M – Industrial designation is amended to allow Child Care Facility as a discretionary use in this land use district and the district table outlined in 12.13.1 is updated as per the attached Schedule “A”

PART III - EFFECTIVE DATE

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

READ a First Time in Council this _____ day of _____ 2025.

Mayor Rick Pankiw

Chief Administrative Officer Craig Douglas

READ a Second Time in Council this ____ day of _____ 2025.

Mayor Rick Pankiw

Chief Administrative Officer Craig Douglas

BYLAW NO. 1018-25



A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO
AMEND LAND USE BYLAW 1008/24.

READ a Third Time and Finally Passed this ____ day of _____ 2025.

Mayor Rick Pankiw

Chief Administrative Officer Craig Douglas

SCHEDULE A

Amended List of Uses – M – Industrial District

Table 12.13.1

Table 12.13.1

Permitted Uses	Discretionary Uses
<ul style="list-style-type: none">• First Accessory Building 13.4 m² and over• Accessory Uses• Agricultural sales and/or service• Animal kennel• Animal shelter• Auction mart• Automotive sales and/or rental• Automotive service and/or paint shop• Automotive supply store• Bakery• Car/Truck wash• Club• Convenience store• Contracting services• Dry cleaning/Laundromat services• Gas bar• Greenhouse• Manufacturing, processing, packaging or assembly of goods or materials• Mini storage• Public Administration• Repair shop• Sign, excluding dynamic sign• Trucking establishment• Warehouse• Veterinary clinic	<ul style="list-style-type: none">• Second and additional, Accessory Building under 13.4m²• Second and additional, Accessory Building 13.4 m² and over• Abattoir• Air supported structure and fabric-covered structure• Amusement arcade• Adult entertainment• Auction mart• Bulk fuel and/or fertilizer sales and storage• Cannabis facility• Child Care Facility• Dynamic Sign• Gambling and gaming hall• Housing, apartment (low rise), second story and above• Housing, apartment (high rise), second story and above• Liquor store• Meat processing plant• Recycling depot• Restaurant• Restaurant, drive-thru• Salvage yard• C-Can• Solar Collectors not in conformance with Section 9.10.• Wrecking yard

November 10, 2025

Town of Rimbey
PO Box 350
4938 50th Avenue
Rimbey, AB T0C 2J0

Attention: Gail Cornell- Gail@rimbey.com

File No: Bylaw Amendment 1018/25

Applicant: Sunshine Childcare c/o Jaspal Singh Gill

Legal: Lot 1 Block 5 Plan 792 1806- Town of Rimbey

Alberta Health Services- Safe Healthy Environments (AHS-SHE) has received the application for a daycare as a discretionary use for Lot 1 Block 5 Plan 792 1806 currently zoned as Industrial under the Town of [Rimbey Land Use Bylaw 1008/24](#) (LUB).

The operations of a daycare facility falls directly under the jurisdiction of the Government of Alberta Child Care licensing and AHS-SHE. Licensed childcare facilities require outdoor play spaces. AHS-SHE is responsible for the approval of such outdoor play spaces. AHS-SHE has concerns that the site may not be suitable for the proposed purpose.

The program premise must meet requirements of the [Childcare licensing handbook : facility-based programs - Open Government](#) and under the Public Health Act the operations of a daycare must comply with the [Food Regulation](#) (AR 031/2006), [Institutions Regulation](#) (AR 143/ 1981) and [Nuisance and General Sanitation Regulation](#) (AR 243/2003). Prior to construction of the daycare, the [plans must be approved by AHS-SHE](#) for both the building and the playground.

Should a development permit be required for the proposed daycare, AHS-SHE requests opportunity to review the plans prior to issuance of a development permit. Vulnerable populations are sensitive to releases from industry, infrastructure (such as roads), or other surrounding uses making them more susceptible to adverse health effects .

Sensitive land use includes childcare facilities, playgrounds, or schools. Surrounding uses that may impact air quality at nearby sensitive use site include:

- Unregulated Heavy industrial uses like autobody shops, medium industrial uses like outdoor sales/service, light industrial uses such as self-storage.
- Commercial uses that involve volatile chemicals such as gas stations, automotive services and drycleaners.
- Businesses with idling vehicles such as loading docks/warehouses.

Review of the current uses surrounding lot 1 Block 5 Plan 792 1806, we identified that all immediately adjacent lots are zoned as industrial. Current uses include a tire shop, self-storage facility, and a mechanic shop.

Review of the definition of industrial “M” under the LUB and the associated permitted and discretionary revealed that within the Town of Rimbey, industrial uses are restricted under Section 12.13 of the LUB- which states that industrial uses are not permitted to cause any objectionable or noxious condition such as noise, odour, dust, or vibration beyond the lot on which they are located. This aligns with what are typically referred to as “light industrial activities” and is a helpful mitigative measure for reducing vulnerable populations exposure to potentially harmful noise, vibrational or air pollutants.

Under Sections 12.11-13 of the LUB, dry cleaners are permitted uses within Industrial and commercially zone districts. Should the daycare be approved as a discretionary use, there is nothing to prohibit a drycleaner from being approved in the adjacent lot or within the same structure. Due to the chemical agents, such as Perchloroethylene (PERC), used in the drycleaning process, drycleaners are directly incompatible with daycares and AHS-SHE has concerns with such development occurring adjacent to the daycare.

Section 9.4 of the LUB for Child Care facilities does not stipulate any requirements for childcare facilities to be screened, buffered or have other mitigation measures in place.

Since the proposed site is not along a high traffic area or major transportation route, it's anticipated that traffic volumes will be low. However, there's potential for idling vehicles at adjacent businesses.

AHS-SHE supports the use of mitigative measures to protect children. At minimum the outdoor play space should have protective fencing, tree cover or natural shade, and setbacks as a sensitive use. The recommended setbacks from the daycare building and the outdoor play spaces are:

- 30m from drive thru businesses,
- 300m from large distribution centres.
- 20m from light and 70m for medium industrial activities,
- 90m for typical drycleaner operations,
- 150m for drycleaner operations with two or more machines.

It was noted that the Town of Rimbey south municipal sewage lagoons are located to the South-East of the proposed site. AHS-SHE recommends confirmation that the proposed site of the daycare meets the [Alberta Environment's Standards and Guidelines for Municipal Waterworks, Wastewater and Storm Drainage Systems Part 3- Table 3.6](#), 300m setback.

AHS-SHE has concerns that locating a childcare facility and outdoor play space at Lot 5 Block 1 Plan 7921806 is incompatible with the surrounding industrial activities. AHS-SHE recommends that an environmental site assessment and technical assessments related to noise and air quality be conducted to demonstrate site suitability for the intended uses of a childcare facility and outdoor play place.

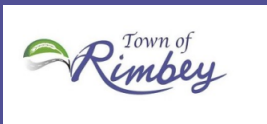
If you have any questions or concerns, please contact the undersigned.

Sincerely,



Pamela Kutuadu CPHI(C)
Public Health Inspector/Executive Officer
Pamela.Kutuadu@ahs.ca
403-406-1029

Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Liz Armitage, Development Officer
Subject: Bylaw 1020/25 Amendment to Land Use Bylaw 1008/24– Redesignation of Land
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

Administration received an application for a redesignation from Low Density General Residential (R2) District to a Direct Control (DC) District from Jurgen Mercer for the parcel located at Lot 4, Block 14, Plan 6161ET in the N.W. ¼ SEC. 21-42-2-W5M (4814-51 Avenue).

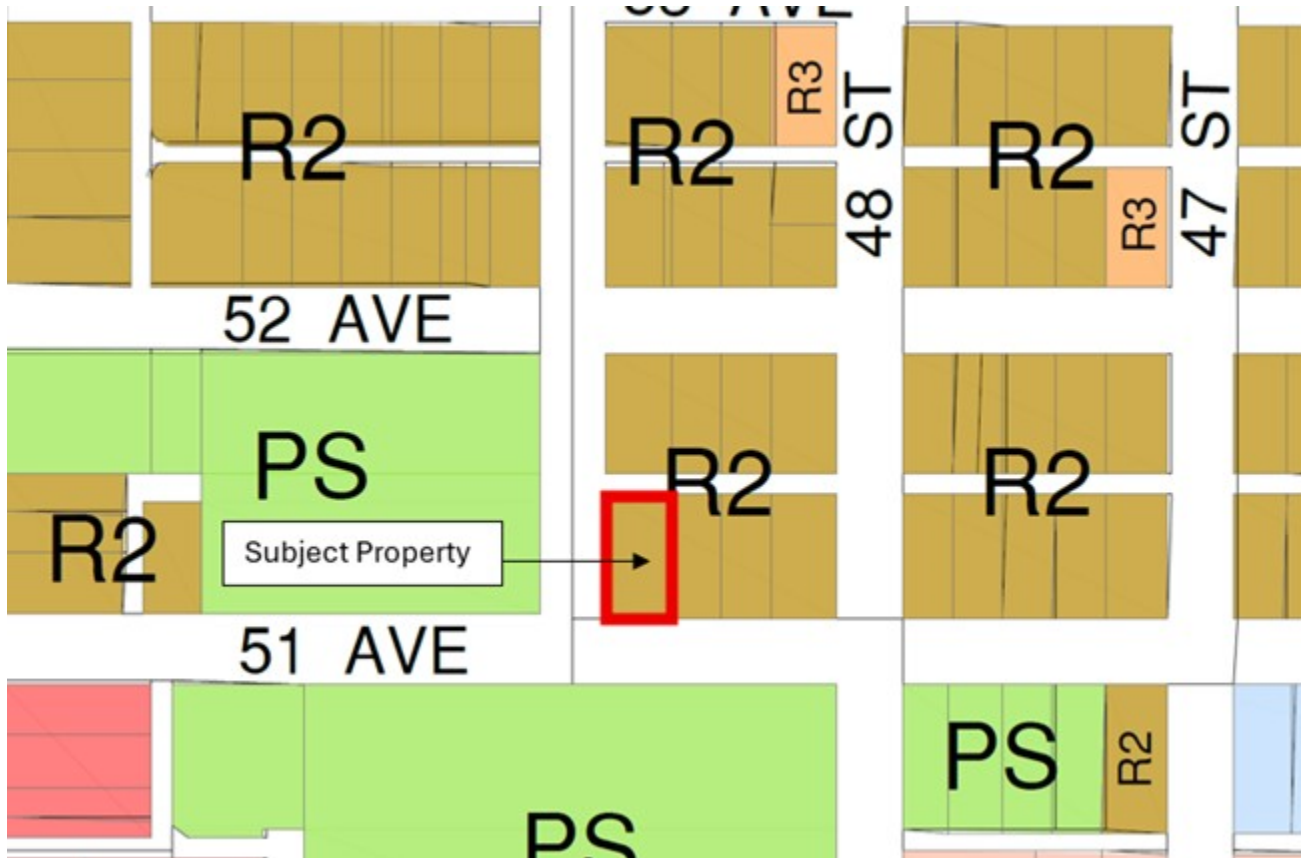
The following images show the approximate location of the lands to be redesignated:



DISCUSSION:

Analysis of Existing Conditions:

An analysis of the existing land use and surrounding area indicates that as per Land Use Bylaw 1008/24, the property is surrounded by lands designated R2 on the north & east side and PS, on the south & west property boundaries.



The existing house and garage on the subject property were demolished by the Applicant as they were quite old. The Applicant lives next door to the subject parcel and wishes to build a garage on the property. This requires an amendment to the Land Use Bylaw as the Bylaw does not allow for accessory buildings to be built in advance of the principal building on a parcel.

Given the location, across from a public park area to the west and the cemetery to the south, as well as the low-density residential to the north and the east, this proposed development should fit into the overall neighbourhood, without appearing out of place or impacting the character of the community.

The lot will simply, to the average person look like it is functioning as one larger lot, even if it is just an accessory building on a standalone parcel. Both public service parcels are also heavily treed along the edges, further creating a natural border that will result in less of an impact from an accessory building being built in advance of a principal building in terms of visual impacts. Overall, Administration sees minimal concern from an aesthetics standpoint in terms of allowing an accessory building to be built in advance of a principal building at this location.

Municipal Development Plan Review

This application was reviewed against the Municipal Development Plan. While there were no specific policies in particular that spoke to this level of detail (accessory building before principal building) as that is more appropriate in an LUB, there was nothing in the MDP that contradicted the application.

Overall, the MDP speaks to thoughtful, planned growth that does not impact neighbouring properties and maintains the overall small town feel and character of the Town of Rimbey. This application aligns with these overall goals and objectives.

Land Use Bylaw Review

Section 8.1 (8) states that “an accessory building shall not be developed or approved on a lot prior to the issuance of a development permit for the principal building or use on the lot.”

The creation of this Direct Control (DC) District provides provisions that will allow for the accessory building to proceed in advance of the principal building. The DC District is drafted so as to generally align with the Low Density Residential (R2) District while exempting this requirement from the parcel. Overall, the regulations of the parcel and the accessory buildings section of the Bylaw (8.1) apply to the accessory building in terms of ensuring it is built in a manner that reflects the overall neighbourhood and surrounding parcels. Administration is confident that the regulations of the Land Use Bylaw and this proposed Direct Control (DC) District, if approved, will ensure all appropriate development considerations are taken into account at the time of the development permit application for the accessory building.

Summary

This proposed redesignation aligns with the higher-level policy and regulatory framework of the Town of Rimbey. Given the parcel context and provisions of the bylaw, Administration is of the opinion that this development can be effectively integrated into the overall neighbourhood, if this DC redesignation is granted, allowing an accessory building to be built in advance of a principal building.

Circulation Comments

The following comments were received by external agencies:

- Alberta Parks (Nov 7, 2025): No concerns
- Ponoka County (Nov 7, 2025): No objections
- Alberta Transportation (November 30, 2025): Standard comments. Note that a permit from Alberta Transportation is required prior to development.
- Alberta Health Services (Nov 24, 2025): No objections to the approval of this application. If you have any questions or concerns regarding this application, please contact me.
- ATCO Transmission (Nov 19, 2025): Wishes to confirm we have no conflict as we have no high-pressure pipelines in the proposed area.
- ATCO Gas (Nov 12, 2025):
 - Due to the expansion/ redesignation/ addition, the existing service size, meter space, and main size will need to be reviewed by ATCO Gas. It is recommended that the owner contact **ATCO Gas Service Admin Coordinator** at **780-420-7749** at their earliest convenience with their existing and future gas load and pressure requirements to enable

adequate lead time to review if a service or main upgrade is required, the associated costs, and if necessary, proceed with design and installation process.

RELEVANT POLICY/LEGISLATION:

Municipal Government Act
Municipal Development Plan
Land Use Bylaw 1008/24

RECOMMENDATION:

Motion #1: Administration recommends Council give first reading of Bylaw 1020/25 Amendment to Land Use Bylaw 1008/24.

If Council grants first reading:

Motion #2: Administration recommends Council open the Public Hearing for Bylaw 1020/25.

Depending on the outcome of the Public Hearing:

Motion #3: Administration recommends Council give second reading of Bylaw 1020/25 Amendment to Land Use Bylaw 1008/24.

If Council grants second reading:

Motion #4: Administration recommends Council unanimously give third and final reading of Bylaw 1020/25 Amendment to Land Use Bylaw 1008/24.

ATTACHMENTS:

[Draft DC District - Accessory Building in advance of Principal Building](#)
[Bylaw 1020-25 Amendment to the Land Use Bylaw 1008 24](#)

PREPARED BY: Liz Armitage, Development Officer

December 2, 2025
Date

ENDORSED BY:



Craig Douglas, Chief Administrative
Officer

December 3, 2025
Date

12.19 DIRECT CONTROL DISTRICT – 1020-25

(1) Location

Lot 14, Block 4, Plan 6161 ET (4814-51 Ave)

(2) Purpose

To accommodate and allow for an accessory building to be built on the parcel in advance of the completion of the principal building.

(3) Permitted Uses

- (a) As per the permitted uses contained within the Low Density General Residential (R2) designation.

(4) Discretionary Uses

- (a) As per the discretionary uses contained within the Low Density General Residential (R2) designation.

(5) Development Standards and Setback Requirements

- (a) As per the requirements contained within the Low Density General Residential (R2) designation unless otherwise exempted within this Direct Control (DC) District.
- (b) All of the regulations outlined in Section 8.1: Accessory Buildings & Uses apply to the development of the Accessory Building with the exception of 8.1(8) of the Land Use Bylaw.
- (c) A maximum of one Accessory Building is permitted to be completed in advance of a principal building on the parcel.
- (d) As the Accessory Building is being built first, the principal building will be required to meet the setback distances from the existing accessory building, as well as complement the exterior finish materials of the Accessory Building.
- (e) Additional development standards as determined by Council or its delegate.

(6) Maximum Number of Lots

- (a) One (1)



A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO AMEND LAND USE BYLAW 1008/24.

WHEREAS Part 6, Section 6.1(2), of the Town of Rimbey Land Use Bylaw 1008/24 states that Council may initiate an amendment to the Land Use Bylaw,

NOW THEREFORE After due compliance with the relevant provisions of the Municipal Government Act RSA 2000, ch. M-26, as amended, the Council of the Town of Rimbey duly assembled enacts as follows:

PART I - TITLE

This Bylaw may be cited as the Amendment to the Land Use Bylaw.

PART II – DIRECT CONTROL – 1020-25

1) Add Section 12.19, Direct Control District 1020-25 – as follows:

(1) **Location**

Lot 4, Block 14, Plan 6161 ET (4814-51 Ave)

(2) **Purpose**

To accommodate and allow for an Accessory Building to be built on the parcel in advance of the completion of the principal building.

(3) **Permitted Uses**

(a) As per the permitted uses contained within the Low Density General Residential (R2) designation.

(4) **Discretionary Uses**

(a) As per the discretionary uses contained within the Low Density General Residential (R2) designation.

(5) **Development Standards and Setback Requirements**

- (a) As per the requirements contained within the Low Density General Residential (R2) designation unless otherwise exempted within this Direct Control (DC) District.
- (b) All of the regulations outlined in Section 8.1: Accessory Buildings & Uses apply to the development of the Accessory Building with the exception of 8.1(8) of the Land Use Bylaw.
- (c) A maximum of one Accessory Building is permitted to be completed in advance of a principal building on the parcel
- (d) As the Accessory Building is being built first, the principal building will be required to meet the setback distances from the existing accessory building, as well as complement the exterior finish materials of the Accessory Building.
- (e) Additional development standards as determined by Council or its delegate.

(6) **Maximum Number of Lots**

(a) One (1)

PART III – REDESIGNATION

- 1) Lot 4, Block 14, Plan 6161 ET from Low Density General Residential (R2) District to Direct Control (DC) as identified on Schedule A.
- 2) That the Land Use District Map of Bylaw No. 1008/24 is



A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO
AMEND LAND USE BYLAW 1008/24.

hereby amended as per attached map in Schedule A.

PART IV - EFFECTIVE DATE

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

READ a First Time in Council this _____ day of _____ 2025.

Mayor Rick Pankiw

Chief Administrative Officer Craig Douglas

READ a Second Time in Council this ____ day of _____ 2025.

Mayor Rick Pankiw

Chief Administrative Officer Craig Douglas

READ a Third Time and Finally Passed this _____ day of _____ 2025.

Mayor Rick Pankiw

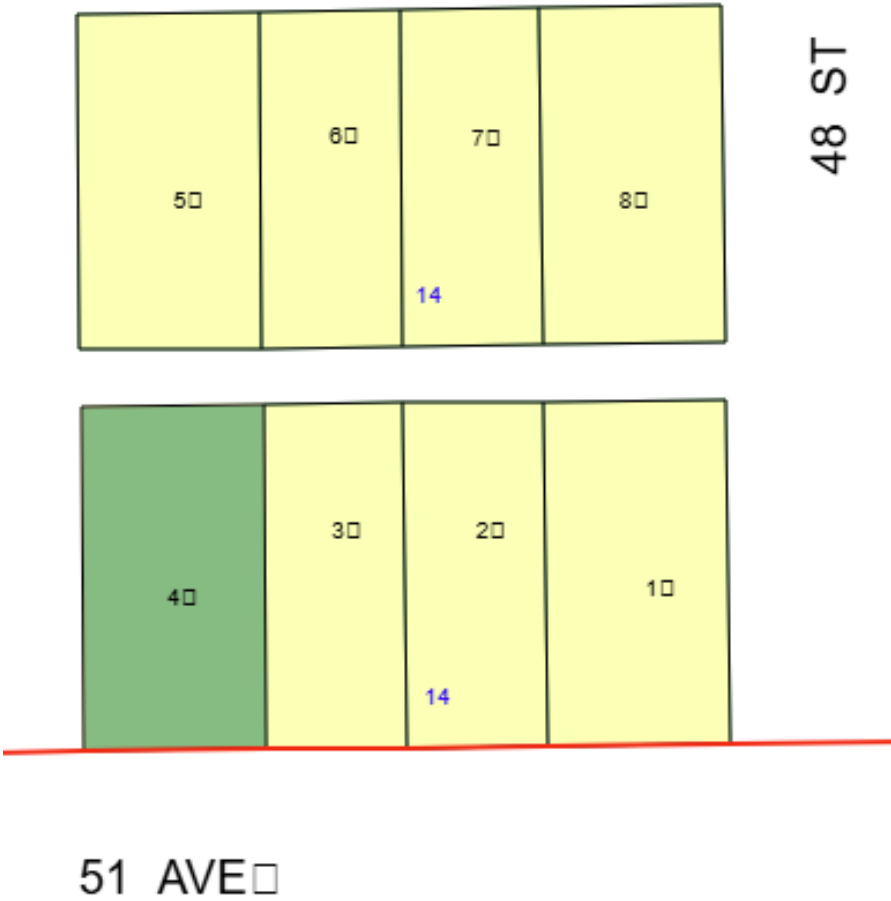
Chief Administrative Officer Craig Douglas

SCHEDULE A

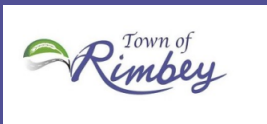
Land Use Re-designation Map

R2 to DC

6161 ET



Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Sgt. Dru Abernethy
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

Sgt. Dru Abernethy will attend the meeting to meet the newly elected officials and reintroduce himself to the returning members of Council.

RECOMMENDATION:

Administration recommends that Council accept the presentation from Stg. Dru Abernethy, as information.

PREPARED BY: Bonnie Rybak, Executive Assistant

November 10, 2025
Date

ENDORSED BY:

A handwritten signature in blue ink, appearing to read "Craig Douglas".

Craig Douglas, Chief Administrative Officer

November 20, 2025
Date

Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Craig Douglas, Chief Administrative Officer
Subject: Delegation: ATCO Gas and Pipelines Ltd. Franchise Agreement
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

Randy Tremblay will present information on the Franchise Fee Agreement renewal.

The current 10-year Franchise Agreement with ATCO expires on December 31, 2025.

ATCO Gas has been the Town of Rimbey's franchise Company since 1960. They have provided exemplary service with a representative right in the Town which is a great service level. As well, with one provider it provides for stability in the Town with respect to repairs, Locator services, advice, and support.

ATCO provides core services to the Town including:

- Delivery of Natural Gas in accordance with any and all regulations and tariffs;
- Installation of all natural gas facilities required and service to customers;
- Installation and provision of all necessary regulators and meters;
- Collaboration with the Town's emergency response plan;
- Provision 24 hrs. a day for investigation and safe leak response;
- Qualified personnel;
- Disbursements at their cost and a yearly visit for contract maintenance;
- Annual report;
- Outcome measures on system reliability, major outages, customer service loss time, customer satisfaction measurements, company-wide call centres and safety measures;
- Annual report measuring number of sites billed, revenue, rate class, total gigajoules of consumption, franchise fee revenue

RELEVANT POLICY/LEGISLATION:

Legislation required by ATCO Gas to operate.

OPTIONS/CONSEQUENCES:

It is important that utility fees are self paying and not subsidized by the tax payer. They are considered a static tax, that being the rate-payer can control their personal usage and therefore control their costs.

RECOMMENDATION:

Administration recommends that Council provide first reading and give consideration to second and third reading to Bylaw 1019/25.

ATTACHMENTS:

- [Rimbey - Executed Franchise Agreement - 2016 to 2025](#)
- [2015 - Bylaw No. 906-15 - Rimbey](#)
- [Proposed Franchise Agreement - 2015 Template - Method A - changes showing - 2 only](#)
- [Historic and Forecast Franchise Fees 2025 - Rimbey](#)
- [Renewal Process](#)
- [ATCO Franchise Renewal - Rimbey Presentation to Council](#)
- [Form of Application](#)
- [1019 25 DRAFT Atco Gas and Pipelines Ltd. Franchise Agreement](#)

PREPARED BY:

Craig Douglas, Chief Administrative Officer

November 27, 2025
Date

ENDORSED BY:


Craig Douglas, Chief Administrative Officer

November 27, 2025
Date

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

2015

BETWEEN:

TOWN OF RIMBEY

- AND -

ATCO GAS AND PIPELINES LTD.

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NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

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

OF THE FIRST PART

– and –

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

OF THE SECOND PART

WHEREAS by Agreement dated March 14, 1960 made between the
Company and the Municipality a franchise was granted to the Company to supply natural gas to
the Municipality and its inhabitants, for a period of twenty (20) years;

WHEREAS by Agreement dated May 26, 1980 the Agreement was
renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated March 18, 1982 the Agreement was
amended;

WHEREAS by Agreement dated July 25, 1991 the Agreement was
renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated February 24, 2004 the Agreement was
renewed and extended for a period of ten (10) years;

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

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

1) Definitions and Interpretation

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

- a) "Agreement" means this Natural Gas Distribution System Franchise Agreement;

- b) "Alternative Course of Action" shall have the meaning set out in paragraph 14 (c);
- c) "Commission" means the Alberta Utilities Commission (AUC) as established under the Alberta Utilities Commission Act (Alberta);
- d) "Company" means the Party of the second part to this Agreement and includes its successors and permitted assigns;
- e) "Construct" means constructing, reconstructing, upgrading, extending, relocating, or removing any part of the Natural Gas Distribution System;
- f) "Consumer" or "Consumers" as the text may require, means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Natural Gas Distribution Service by the Company pursuant to the Company's Delivery Tariff;
- g) "Core Services" means all those services set forth in Schedule "A" of this Agreement;
- h) "Delivery Tariff" means the rates and Terms and Conditions of service approved by the Commission from time to time on an interim or final basis, as the case may be, for the Company to deliver Natural Gas to the Consumer;
- i) "Electronic Format" means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- j) "Extra Services" means those services set forth in Schedule "B" that are requested by the Municipality for itself or on behalf of its citizens and provided by the Company in accordance with paragraph 7 of this Agreement;
- k) "GUA" means the Gas Utilities Act (Alberta);
- l) "Intended Time Frame" shall have the meaning set out in paragraph 14 (c);
- m) "Maintain" means to maintain and keep in good repair any part of the Natural Gas Distribution System;
- n) "Major Work" means any Work to Construct or Maintain the Distribution System that costs more than One Hundred Thousand (\$100,000.00) Dollars;
- o) "MGA" means the Municipal Government Act (Alberta);
- p) "Modified Plans" shall have the meaning set out in paragraph 14 (c)(ii);

- q) "Municipality" means the Party of the first part to this Agreement;
- r) "Municipal Compensation" shall have the meaning set out in paragraph 20;
- s) "Municipal Service Area" means the geographical area within the legal boundaries of the Municipality where the Company has been granted rights hereunder in connection with, among other matters, Natural Gas Distribution Service, as altered from time to time;
- t) "Municipal Property" means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- u) "Natural Gas" means a combustible mixture of hydrocarbon gases;
- v) "Natural Gas Distribution Service" means the delivery of Natural Gas in accordance with the Company's Delivery Tariff;
- w) "Natural Gas Distribution System" means any facilities owned by the Company which are used to provide Natural Gas Distribution Service within the Municipal Service Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Service Area and includes any Natural Gas transmission lines owned by the Company within the Municipal Service Area;
- x) "NOVA Gas Transmission Ltd. (NGTL)" means NGTL and its successors, as applicable, for purposes of paragraph 5 g) of this Agreement. For greater certainty, the provisions of paragraph 5 g) may only apply in relation to franchises held by ATCO;
- y) "Operate" means to operate the Natural Gas Distribution System, or to interrupt or restore service in any part of the Natural Gas Distribution System, in a safe and reliable manner;
- z) "Party" means any party to this Agreement and "Parties" means all of the parties to this Agreement;
- aa) "Plans and Specifications" means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuance of any approval that may be required under this Agreement;
- bb) "Term" means the term of this Agreement set out in paragraph 2;
- cc) "Terms and Conditions" means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;

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

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

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

2) Term

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:
 - i. 1st day of January 2016; and
 - ii. the first (1st) business day after both of the following have occurred:
 - A. the Commission has approved and acknowledged this Agreement; and
 - B. Council of the Municipality has passed third reading of the applicable adopting bylaw.
- b) This Agreement will expire on the 31st day December, 2025.
- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

3) Expiry of Term of Agreement

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

by the Commission.

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

4) Grant of Franchise

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

Natural Gas distribution system, for the purpose of delivering Natural Gas in the Municipal Service Area for Consumers, so long as the Company delivers the Consumers' requirements of Natural Gas.

c) The Company agrees to:

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

5) Franchise Fee

a) Calculation of Franchise Fee

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

For the first (1st) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be twenty-five percent (25.00%).

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

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

year; and

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

b) Adjustment to the Franchise Fee

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

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

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

c) Notice to Change Franchise Fee

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

d) Payment of Franchise Fee

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

e) Franchise Fee Cap

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

f) Reporting Considerations

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

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

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

6) Core Services

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

7) Provision of Extra Services

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

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

8) Municipal Taxes

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

9) Right to Terminate on Default

In the event either Party breaches any material provision of this Agreement, the other

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

10) Sale of Natural Gas Distribution System

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

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

11) Provision of Detailed Plans and Equipment

a) Detailed Plans

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

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

b) Provision of Equipment

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

12) Right of First Refusal to Purchase

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

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

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

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

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

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

a) Municipal Approval

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

Prior to commencing the Work, the Company will obtain such other applicable permits as are required by the Municipality. The Company will notify the Municipality of all Work done within the Municipal Service Area prior to commencing the Work where

reasonably practicable. However, only Major Work is subject to a formal approval process.

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

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

b) Restoration of Municipal Property

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

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

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

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

to remedy the default, the Municipality may undertake such repair work and the Company will be liable for the reasonable costs thereof.

c) Urgent Repairs and Notification to Municipality

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

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

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

f) Approvals

Where any approvals are required to be obtained from either Party under this

paragraph, such approvals will not be unreasonably withheld.

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

14) Responsibilities For Cost of Relocations

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

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

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

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

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

Where:

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

Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000); the Company is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of \$3,000 to the Company).

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

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

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

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

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

15) Natural Gas Distribution System Expansion

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

16) Increase in Municipal Boundaries

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

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

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

17) Joint Use of Municipal Rights-of-Way

a) Municipal Use

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

b) Third Party Use and Notice

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

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

- i. first, the third party will be directed to approach the Company to initially request conditional approval from the Company to use that part of the municipal rights-of-way it seeks to use;
- ii. second, upon receiving written conditional approval from the Company, the third

party will be directed to approach the Municipality to obtain its written approval to jointly use that part of the municipal rights-of-way. As a condition of granting its consent, the Municipality may require such third party enter into an agreement with the Municipality, and such agreement may require such third party pay compensation to the Municipality; and

- iii. third, upon receiving written conditional approval from the Municipality, the third party will be directed to obtain final written approval from the Company to jointly use that part of the municipal rights-of-way. Once a joint use agreement has been entered into between the Company and the third party, it will not be subsequently amended without the written consent of the Municipality (which consent will not be unreasonably withheld).

c) Cooperation

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

d) Payment

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

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

e) Provision of Agreements

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

18) Municipality as a Retailer

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

19) Reciprocal Indemnification and Liability

- a) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
 - i. any breach by the Company of any of the provisions of this Agreement; or
 - ii. the negligence or willful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- b) The Municipality will indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:
 - i. any breach by the Municipality of any of the provisions of this Agreement; or
 - ii. the negligence or willful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the Municipality.
- c) Notwithstanding anything to the contrary herein contained, in no event will the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

20) Assignment

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

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

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

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

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

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

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

liable.

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

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

21) Notices

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

To the Company:

ATCO GAS AND PIPELINES LTD.
Attention: Senior Manager, Red Deer District Operations
7590 Edgar Industrial Drive
Red Deer, Alberta T4P-3R2

Phone (403) 357-5241 Fax (403) 357-5219

To the Municipality:

TOWN OF RIMBEY
Attention: Chief Administrative Officer
PO Box 350
Rimbey, Alberta T0C-2J0

Phone (403) 843-2113 Fax (403) 843-6599

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

22) Interruptions or Discontinuance of Delivery Service

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

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

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

23) Dispute Settlement

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

The Parties will attempt to appoint a mutually satisfactory arbitrator within ten (10) business days of the said notice. In the event the Parties cannot agree on a single

arbitrator within the ten (10) business days, the dispute will be forwarded to the Commission for resolution or determination.

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

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

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

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

24) Application of Water, Gas and Electric Companies Act

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

25) Force Majeure

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

governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority (excluding the Municipality) having jurisdiction, civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances will be deemed not to be an event of "force majeure".

26) Terms and Conditions

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

27) Not Exclusive Against Her Majesty

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

28) Severability

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

29) Amendments

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

30) Waiver

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

of any default, breach or non- observance or by anything done or omitted to be done by the other Party.

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

31) Confidentiality

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

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

(Municipality)

PER: _____

PER: _____

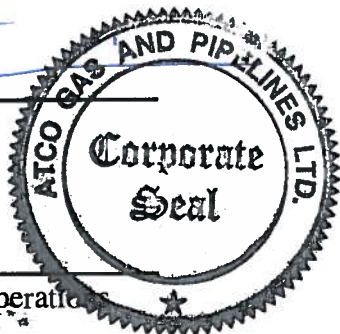
(Company)

PER: _____

President, ATCO Gas

PER: _____

Director, Edmonton Region Operations



SCHEDULE "A" Core Services

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

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

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

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

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

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

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

SCHEDULE "B" Extra Services

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

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

Atco Gas and Pipelines Ltd. Franchise Agreement

Bylaw 906/15

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO AUTHORIZE THE MAYOR AND CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN AGREEMENT WITH ATCO GAS AND PIPELINES LTD. (THE "COMPANY"), TO RENEW AN AGREEMENT WITH, AND TO CONFER A FRANCHISE ON THE COMPANY TO DELIVERY OF NATURAL GAS TO CUSTOMERS WITHING 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 a Natural Gas Distribution System Franchise Agreement (the "**Agreement**"), in the form annexed hereto;

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

NOW THEREFORE; the Council of the Town of Rimbey enacts as follows:

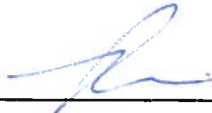
- 1) THAT the Natural Gas Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Natural Gas Distribution System Franchise Agreement for and on behalf of the Municipality, and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Municipality.
- 2) THAT the Natural Gas Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.
- 3) THAT the Council consents to the exercise by the Company within the Municipality of any of the powers given to the Company by the Water, Gas and Electric Companies Act, R.S.A. 2000 c. W-4, as amended.
- 4) THAT this Bylaw shall come into force upon the Natural Gas Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third reading and finally passed.
- 5) THAT Bylaw 759/03 is hereby rescinded.

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

Atco Gas and Pipelines Ltd. Franchise Agreement

Bylaw 906/15

READ a first time this 14th day of September, 2015.



MAYOR


CHIEF ADMINISTRATIVE OFFICER

READ a second time this 23rd day of November, 2015.

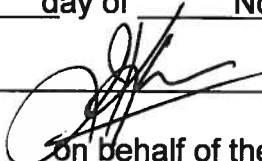
READ a third and final time this 23rd day of November, 2015.


MAYOR


CHIEF ADMINISTRATIVE OFFICER

CERTIFIED TRUE COPY OF ORIGINAL DOCUMENT

this 23rd day of November, 2015

 JKLAUSE
on behalf of the Town of Rimbey

JAY KLAUSE
A Commissioner for Oaths
in and for Alberta.
My Commission Expires June 12, 2017

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

2026

BETWEEN:

TOWN OF RIMBEY

- AND -

ATCO GAS AND PIPELINES LTD.

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NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

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

OF THE FIRST PART

– and –

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

OF THE SECOND PART

WHEREAS by Agreement dated March 14, 1960, made between the Company and the Municipality a franchise was granted to the Company to supply natural gas to the Municipality and its inhabitants, for a period of twenty (20) years;

WHEREAS by Agreement dated May 26, 1980, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated March 18, 1982, the Agreement was amended;

WHEREAS by Agreement dated July 25, 1991, the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated February 24, 2004, the Agreement was renewed and extended for a period of ten (10) years;

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

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

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

1) Definitions and Interpretation

Unless otherwise expressly provided in this Agreement, the words, phrases and

expressions in this Agreement will have the meanings attributed to them as follows:

- a) “**Agreement**” means this Natural Gas Distribution System Franchise Agreement;
- b) “**Alternative Course of Action**” shall have the meaning set out in paragraph 14 (c);
- c) “**Commission**” means the Alberta Utilities Commission (AUC) as established under the *Alberta Utilities Commission Act* (Alberta);
- d) “**Company**” means the Party of the second part to this Agreement and includes its successors and permitted assigns;
- e) “**Construct**” means constructing, reconstructing, upgrading, extending, relocating, or removing any part of the Natural Gas Distribution System;
- f) “**Consumer**” or “**Consumers**” as the text may require, means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Natural Gas Distribution Service by the Company pursuant to the Company’s Delivery Tariff;
- g) “**Core Services**” means all those services set forth in Schedule “A” of this Agreement;
- h) “**Delivery Tariff**” means the rates and Terms and Conditions of service approved by the Commission from time to time on an interim or final basis, as the case may be, for the Company to deliver Natural Gas to the Consumer;
- i) “**Electronic Format**” means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- j) “**Extra Services**” means those services set forth in Schedule “B” that are requested by the Municipality for itself or on behalf of its citizens and provided by the Company in accordance with paragraph 7 of this Agreement;
- k) “**GUA**” means the *Gas Utilities Act* (Alberta);
- l) “**Intended Time Frame**” shall have the meaning set out in paragraph 14 (c);
- m) “**Maintain**” means to maintain and keep in good repair any part of the Natural Gas Distribution System;
- n) “**Major Work**” means any Work to Construct or Maintain the Distribution System that costs more than one-hundred thousand (\$100,000.00) dollars;

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

- bb) “**Term**” means the term of this Agreement set out in paragraph 2;
- cc) “**Terms and Conditions**” means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;
- dd) “**Work**” means any work to Construct or Maintain the Natural Gas Distribution System; and
- ee) “**Work Around Procedures**” shall have the meaning set out in paragraph 14 (c)(ii).

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

2) Term

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:
 - i. First (1st) day of January 2026; and
 - ii. the first (1st) day of the month immediately following the month that all business day after both of the following have been completed occurred:
 - A. the Commission has approved and acknowledged this Agreement; and
 - B. Council of the Municipality has passed third reading of the applicable adopting bylaw and provided the Company with written evidence of the same on or before the 20th day of the month, and
 - B-C. the Municipality has provided the Company with a fully executed copy of this Agreement on or before the 20th day of the month.
- b) This Agreement will expire on the day of , 202 .
- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

3) Expiry of Term of Agreement

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

4) Grant of Franchise

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area to:
 - i. provide Natural Gas Distribution Service;
 - ii. Construct, Operate, and Maintain the Natural Gas Distribution System; and
 - iii. use portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality

for such use and which are necessary to provide Natural Gas Distribution Service or to Construct, Operate and Maintain the Natural Gas Distribution System.

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

5) Franchise Fee

a) Calculation of Franchise Fee

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

revenues from the Natural Gas cost recovery rate rider or the deemed cost of Natural Gas and Natural Gas supply related riders) in that year for Natural Gas Distribution Service within the Municipal Service Area.

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

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

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

b) Adjustment to the Franchise Fee

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

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

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

c) Notice to Change Franchise Fee

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

d) Payment of Franchise Fee

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

e) Franchise Fee Cap

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

f) Reporting Considerations

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

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

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

6) Core Services

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

7) Provision of Extra Services

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

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

8) Municipal Taxes

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

9) Right to Terminate on Default

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

10) Sale of Natural Gas Distribution System

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

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

11) Provision of Detailed Plans and Equipment

a) Detailed Plans

The Company agrees to provide to the Municipality for the Municipality's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and alignments of the

Natural Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in Electronic Format, where available, together with as many prints of the overall Natural Gas Distribution System as the Municipality may reasonably require. These plans and plan sheets will be updated by the Company on at least an annual basis.

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

b) Provision of Equipment

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

12) Right of First Refusal to Purchase

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

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

- b) If the Municipality does not exercise its right of first refusal and the said bona fide offer the Company is willing to accept does not proceed to closure, the Municipality retains its right of first refusal on any other offer.

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

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

- a) Municipal Approval

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

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

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

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

b) Restoration of Municipal Property

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

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

The Company further covenants it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Natural Gas Distribution System

along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company will use commercially reasonable efforts to not interfere with existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipality Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it will cause such damage to be repaired at its own cost.

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

c) Urgent Repairs and Notification to Municipality

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

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

Following completion of the Major Work, the Company will provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format, where available and upon request, the Company will provide the Municipality

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

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

f) Approvals

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

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

14) Responsibilities for Cost of Relocations

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

reasonably, an appropriate Alternative Course of Action is available;

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

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

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

Where:

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

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

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

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

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

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

15) Natural Gas Distribution System Expansion

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

16) Increase in Municipal Boundaries

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

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

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

17) Joint Use of Municipal Rights-of-Way

a) Municipal Use

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

b) Third Party Use and Notice

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

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

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

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

d) Payment

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

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

e) Provision of Agreements

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

18) Municipality as a Retailer

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

19) Reciprocal Indemnification and Liability

- a) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
 - i. any breach by the Company of any of the provisions of this Agreement; or
 - ii. the negligence or willful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- b) The Municipality will indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:
 - i. any breach by the Municipality of any of the provisions of this Agreement; or
 - ii. the negligence or willful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the Municipality.
- c) Notwithstanding anything to the contrary herein contained, in no event will the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for

pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

20) Assignment

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

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

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

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

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

terms and conditions of this Agreement.

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

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

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

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

21) Notices

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

To the Company:

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

To the Municipality:

Town of Rimbey
Attention: Chief Administrative Officer
4938 50th Avenue
Box 350
Rimbey, Alberta, T0C 2J0
Phone: (403) 843-2113

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

22) Interruptions or Discontinuance of Delivery Service

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

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

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

23) Dispute Settlement

- a) If any dispute or controversy of any kind or nature arises relating to this Agreement or the Parties' rights or obligations hereunder, the Parties agree such dispute or controversy will be resolved by negotiation, and where such negotiation does not result in the settlement of the matter within thirty (30) days of notice of

such dispute being provided by one Party to the other Party, and to the extent permitted by law, the Company and Municipality agree that unresolved disputes pertaining to this Agreement, other than those contemplated in paragraphs 3 and 20 and Section 3 of Schedule "A", or those related to the sale of the Natural Gas Distribution System as contemplated in paragraphs 10 and 12 hereof, or any other matter within the exclusive jurisdiction of a governmental authority having jurisdiction, will be submitted to arbitration for determination and may be commenced by either Party providing written notice to the other Party stating the dispute to be submitted to arbitration.

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

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

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

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

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

24) Application of Water, Gas and Electric Companies Act

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

25) Force Majeure

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

26) Terms and Conditions

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

27) Not Exclusive Against His Majesty

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

28) Severability

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

29) Amendments

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

30) Waiver

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

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

31) Confidentiality

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

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

Municipality

Company

PER: _____
Name
Title

PER: _____
Name
Vice President, Operations

PER: _____
Name
Title

PER: _____
Name
Vice President, Engineering &
Construction

SCHEDULE “A” Core Services

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

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

volumes, etc.); and

- ii. any Consumer complaints received by the Commission.

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

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

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

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

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

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

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

SCHEDULE “B” Extra Services

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

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

ATCO GAS AND PIPELINES LTD.
Historic and Forecast Franchise Fee and Property Tax Information for the Town of Rimbey

Historic Information

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Five Year Average</u>
Franchise Fees (Current Rate: 26%, Method A&P)	\$218,187	\$221,778	\$273,388	\$239,684	\$256,071	\$241,822
Annual Franchise Fees Per Average Residential Customer Using 105 GJ's per Year	\$132.66	\$142.40	\$166.02	\$146.60	\$160.89	\$149.71
Franchise Fee Percentage	26.00%	26.00%	26.00%	26.00%	26.00%	
Company Delivery Revenue	\$839,180	\$852,988	\$1,047,505	\$905,018	\$979,842	

Forecast Information

Franchise Fee Method "A" %	Municipal Income			Impact on Average Residential Customer			Forecast 2025 Company Delivery Revenue (105 GJs/yr) (\$)	Forecast 2025 Average Residential Delivery Revenue (105 GJs/yr)
	Forecast 2025 Annual Franchise Fee Total (\$)	Estimated 2025 Property Tax Total (\$)	Estimated 2025 Annual Fee+Tax Total (\$)	Forecast 2025 Annual Franchise Fee Average Residential (\$)	Estimated 2025 Annual Property Tax Average Residential (\$)	Estimated 2025 Annual Fee+Tax Average Residential (\$)		
5.00%	\$49,858	\$0	\$49,858	\$31.01	\$0.00	\$31.01	\$997,159	\$620.26
10.00%	\$99,716	\$0	\$99,716	\$62.03	\$0.00	\$62.03		
15.00%	\$149,574	\$0	\$149,574	\$93.04	\$0.00	\$93.04		
20.00%	\$199,432	\$0	\$199,432	\$124.05	\$0.00	\$124.05		
25.00%	\$249,290	\$0	\$249,290	\$155.07	\$0.00	\$155.07		
35.00%	\$349,005	\$0	\$349,005	\$217.09	\$0.00	\$217.09		

Estimated Property Tax Percent 0.00%

Method "A" franchise fee percent is applied to Company Delivery Revenue.

Process for Renewal of a Natural Gas Franchise Agreement
Pursuant to the *Municipal Government Act* and Alberta Utilities Commission Requirements

Representatives of ATCO Gas and Pipelines Ltd. (ATCO) and your municipality will meet to discuss the terms of your franchise agreement renewal. Once the terms have been discussed and agreed upon to the satisfaction of both your municipality and ATCO, the following events will then occur:

Step	Action/Event	Responsibility
1	<p><u>Preliminary Documents Sent to Municipality</u></p> <p>ATCO will provide your municipality with:</p> <ul style="list-style-type: none"> • A copy of your current natural gas distribution franchise agreement. • A draft of the proposed renewal agreement. (This is a standard template agreement, which has been approved by the AUMA and the Alberta Utilities Commission (AUC).) • A chart outlining historic & forecast franchise fee information for your municipality. • This process document, which outlines the steps your municipality and ATCO must take together to renew the gas franchise agreement. 	ATCO
2	<p><u>Municipality Reviews Preliminary Documents</u></p> <p>The municipality will:</p> <ul style="list-style-type: none"> • Fill out the <i>Form of Application</i> found at the end of this process document. • Review the draft renewal franchise agreement and: <ol style="list-style-type: none"> 1. Decide on the length of agreement term (min. 10 years, max. 20 years). 2. Decide on a franchise fee % and write it in the blank in Clause 5. <ul style="list-style-type: none"> ○ What are other communities charging? See page 4 of these PDFs: <ul style="list-style-type: none"> • North: https://gas.atco.com/content/dam/web/for-home/natural-gas/natural-gas-north-rate-schedule.pdf • South: https://gas.atco.com/content/dam/web/for-home/natural-gas/natural-gas-south-rate-schedule.pdf 3. Decide if linear property tax will be levied. (Clause 8 “Municipal Taxes” to be modified if franchise fees are in lieu of property taxes.) 4. Confirm the municipality’s contact details. (Clause 21) 5. Provide the names & titles of the two municipal representatives who will be signing the agreement. (Signature Page) 6. Initial each page of the draft agreement to indicate that your municipality has reviewed the content of the proposed agreement. 7. DO NOT SIGN THE AGREEMENT at this time. An updated version will be provided later, for execution, in step thirteen below. 	Municipality
3	<p><u>Bylaw 1st Reading</u></p> <p>A bylaw authorizing the mayor and administrator to execute the agreement with ATCO renewing the franchise must be given first reading in municipal council. (See bylaw example included at the end of this document.)</p>	Municipality

Step	Action/Event	Responsibility
4	<p><u>Bylaw Certification</u></p> <p>Two (2) copies of the bylaw are to be certified by the mayor and administrator as having received first reading.</p> <p>One copy of this certified bylaw must be sent to ATCO, in step five below.</p>	Municipality
5	<p><u>Municipality Returns Preliminary Documents to ATCO</u></p> <p>A package consisting of one copy of each of the following documents must be sent by the municipality to ATCO:</p> <ol style="list-style-type: none"> 1. Initialed & marked-up copy of the proposed natural gas distribution franchise agreement. 2. A copy of the 1st reading of your bylaw. 3. Completed and signed <i>Form of Application</i> (found at the end of this document). <p>Kindly scan and emailed these documents to your local ATCO Gas contact with cc to: FranchiseCoordinatorGas@atco.com</p> <p>A copy of each document should be retained for your municipality's records.</p>	Municipality
6	<p><u>Prepare the of Notice of Application Template</u></p> <p>Section 45(3)(a) of the <i>Municipal Government Act</i> states that when a franchise agreement is made, amended or renewed, it must be advertised. Similarly, Alberta Utilities Commission (AUC) Rule 029 requires that notice to the public be given before an application (for a new agreement, a renewal, or a franchise fee rate change) is made. This is required so that the public can be made aware of the agreement, or rate change, and the financial impact on customers.</p> <p><u>The AUC provides a notice template that must be used.</u> With the information provided by the municipality in step five above, ATCO will fill in most of the blanks in the AUC's template and then send it to the municipality.</p> <p>The municipality must fill in the remaining blanks in the template and then publish the notice as per step seven below.</p> <p>(continued on next page)</p>	ATCO

Step	Action/Event	Responsibility
7	<p data-bbox="240 220 717 252"><u>Communicate the <i>Notice of Application</i></u></p> <p data-bbox="240 289 1271 359">ATCO will provide the AUC's <i>Notice of Application</i> to the municipality who then must provide the notice to the community via one (or more) of the four methods listed here.</p> <p data-bbox="240 396 1271 501">Select the method(s) that ensures that notice is provided to as many utility customers as reasonably possible and ensure that the advertising requirement in Section 45(3)(a) of the <i>Municipal Government Act</i> is met, as applicable to your municipality:</p> <ol data-bbox="337 539 1271 961" style="list-style-type: none"> <li data-bbox="337 539 1271 606">1. Publish the notice in the print newspaper having the widest circulation in your municipality; <li data-bbox="337 644 1271 711">2. Mail (Canada Post) or e-mail the notice directly to all utility customers in your municipality; <li data-bbox="337 749 1271 816">3. Post the notice on your municipality's website <u>and</u> social media page(s) <u>and</u> office notice board (as available); or <li data-bbox="337 854 1271 961">4. Seek permission from the AUC to use an alternative method that ensures that notice is provided to as many utility customers as reasonably possible. (AUC must grant permission before using this option.) <p data-bbox="240 999 1271 1068">Be prepared to justify to the AUC why you chose the method(s) you did. Their goal is for notice to be provided to as many utility customers as reasonably possible.</p> <p data-bbox="240 1106 1271 1352">The template that ATCO provides you is an AUC template. When you receive the template, use exactly what you receive, fill in the highlighted fields as instructed, and do not remove the AUC logo or their contact information or any other information. The AUC designed the template with specific information to be communicated to the public. If an alternate template is used, or if changes are made to the information in the template provided, the AUC may deny the application and insist that the notice process be redone.</p> <p data-bbox="240 1390 1271 1459">AUC Rule 029 clause 4.1(c) states that this step (publishing the notice) must happen at least 45 days before the application to renew is filed with the AUC.</p> <p data-bbox="240 1497 1271 1566">Please ensure that the advertising requirement in Section 45(3)(a) of the <i>Municipal Government Act</i> is met.</p> <p data-bbox="240 1604 1271 1673">Costs associated with providing notice to the community are the responsibility of the municipality.</p> <p data-bbox="240 1887 539 1921">(continued on next page)</p>	Municipality

Step	Action/Event	Responsibility
8	<p><u>Take a Photo/Screenshot of the Notice as Proof</u></p> <p>The AUC requires that proof of public notification be included in the franchise agreement renewal application.</p> <ul style="list-style-type: none"> i. If you published the <i>Notice of Application</i> in your local print newspaper, take a photo of the page that the notice appears on and send the photo to your ATCO contact. A digital scan of the page will also suffice. <u>This photo or scan must clearly show the notice, the name of newspaper, and the date(s) of publication.</u> Text must be legible. ii. If you did a direct mail-out, please send your ATCO contact a copy of the mailout AND a letter on municipal letterhead stating how many utility customers it was sent to and on what date. iii. If you posted on your municipality's website, social media pages, and office notice board, please take screen shots of the website and social media pages (URLs must be visible), and a photo of the notice on your notice board. Note the date that the screen shots and photo were taken. Send these photos/screen shots and dates to your ATCO contact along with a letter on municipal letterhead stating the date that each was posted. 	Municipality
9	<p><u>Wait 14 Days, Report Comments from Public to ATCO</u></p> <p>The public has 14 days to express any objections, concerns, or support regarding the renewal, the rates, or the financial impact on them. The public may send their expressions of concern or support to your municipality, to ATCO, or to the AUC.</p> <p>If you receive any written objections, expressions of concerns, or support you must reply to them.</p> <p>Keep record of the objections, expressions of concerns, or support and your replies to them. Send copies of these to ATCO. The AUC requires that these comments & your replies all be included in the franchise agreement renewal application filing.</p> <p>If no comments were received, then a short email to ATCO saying so is sufficient.</p> <p>In your communication with ATCO, please confirm that the advertising requirement in Section 45(3)(a) of the <i>Municipal Government Act</i> has been met.</p> <p>(continued on next page)</p>	Municipality

Step	Action/Event	Responsibility
10	<p><u>Apply to AUC for Approval of Renewal Franchise Agreement & Franchise Fee Rate</u></p> <p>ATCO uses the information that you provided in steps five, eight and nine above, to prepare and file an application with the AUC to have the franchise agreement renewal approved.</p> <p><u>Note:</u> AUC Rule 029 clause 4.1(c) states that before the application can be filed with the AUC, 45 days must pass after the publication of the <i>Notice of Application</i> in step seven above.</p>	ATCO
11	<p><u>AUC Hearing (rare)</u></p> <p>The Alberta Utilities Commission (AUC) may require a hearing in response to objections, concerns or support expressed by residents/customers who saw the <i>Notice of Application</i> published in step seven above.</p> <p>This is rare.</p> <p>If there is a hearing, the municipality may wish to have ATCO appear on its behalf. In this case, the municipality should advise the AUC and ATCO. Instructions will be received from the AUC in this regard.</p>	<p>AUC</p> <p>Municipality / ATCO</p>
12	<p><u>AUC Decision</u></p> <p>The Alberta Utilities Commission (AUC) will render its decision on the application to renew the franchise agreement and, upon approval of the application, will issue a disposition.</p> <p>ATCO will provide a copy of the disposition to the municipality. (The municipality may wish to use the disposition for the second and third readings of the relevant bylaw.)</p>	<p>AUC</p> <p>ATCO</p>
13	<p><u>Prepare Contract for Execution</u></p> <p>ATCO will prepare a final version of the franchise agreement for signature.</p> <p>At the municipality's preference, ATCO will:</p> <ul style="list-style-type: none"> A. Hand deliver to the municipality two (2) paper copies of the natural gas distribution franchise agreement, duly executed by ATCO, for execution by the municipality, or B. Arrange for the municipality to execute the agreement digitally via Adobe Sign. <p>(continued on next page)</p>	ATCO

Step	Action/Event	Responsibility
14	<p><u>Bylaw 2nd & 3rd Readings</u></p> <p>The municipality must give second and third readings to the relevant bylaw.</p>	Municipality
15	<p><u>Contract Execution</u></p> <p>The municipality must execute the natural gas distribution franchise agreement.</p>	Municipality
16	<p><u>Send Bylaw & Contract to ATCO</u></p> <p>One (1) copy of the fully executed agreement and one (1) certified copy of the completed bylaw (second and third readings) must be scanned and emailed back to your ATCO contact and FranchiseCoordinatorGas@atco.com.</p>	Municipality
17	<p><u>Contract Effective Date</u></p> <p>Once fully executed, the new franchise agreement will take effect on the <u>later</u> of:</p> <ul style="list-style-type: none"> (1) The date written into the agreement in clause 2 a) i; or (2) The 1st day of the month after all the following have been completed: <ul style="list-style-type: none"> a. the AUC has approved the agreement, and b. your municipality has passed third reading of the relevant bylaw and provided ATCO written evidence of the same on or before the twentieth (20th) day of the month, and c. your municipality has provided ATCO a copy of the fully executed agreement on or before the twentieth (20th) day of the month. 	

IMPORTANT: Kindly ensure you send all the documentation as requested in each step. ATCO cannot confirm the new franchise agreement in the billing system until all of the above steps have been completed and *all* documentation has been received by ATCO.

Bylaw No. _____

A bylaw of the _____ (the Municipality) to authorize the Mayor and Administrator to execute an agreement with ATCO Gas and Pipelines Ltd. (the Company) to renew an agreement with and to confer a franchise on the Company to deliver natural gas to customers within the Municipality.

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

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

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

This bylaw shall come into force upon the agreement being approved by the Alberta Utilities Commission for the Province of Alberta, and upon being given Third reading and finally passed.

READ a First time this _____ day
of _____ 2025

Mayor

Administrator

READ a Second time this _____ day
of _____ 2025

Mayor

Administrator

READ a Third time and finally
passed this _____ day
of _____ 2025

Mayor

Administrator

FORM OF APPLICATION

Alberta Utilities Commission
10 Fl, 10055-106 Street
Edmonton, Alberta,
T5J 2Y2

RE: RENEWAL OF A NATURAL GAS FRANCHISE AGREEMENT

The Council of the _____ (the Municipality) hereby applies to the Alberta Utilities Commission for approval to renew a natural gas franchise agreement between the Municipality and ATCO Gas and Pipelines Ltd.

Enclosed herewith is a copy of bylaw No. _____ read the first time on the ____ day of _____, 2025.

The Council hereby declares:

- a) That the privilege or franchise granted under the natural gas franchise renewal agreement is necessary and proper for the public convenience and properly conserves the public interests.
- b) That the scheme of ATCO Gas and Pipelines Ltd. for the delivery of natural gas under the provisions of the natural gas franchise renewal agreement is reasonable and sufficient having regard to the general circumstances.
- c) That with respect to the delivery of natural gas to the Municipality the natural gas utility has provided the construction, equipment, maintenance, service or operation as the public convenience and interests reasonably require.
- d) That having regard to the deliverability of natural gas in the area in which the Municipality is situated and to any other circumstances, the granting of the franchise or privilege in the natural gas franchise renewal agreement is to the general benefit of the area directly or indirectly affected thereby.
- e) That the natural gas supplier has fully discussed all proposed changes to the natural gas franchise agreement with the Council and the Council understands the reasons for this renewal and is in agreement with them.
- f) That the rights conferred by the Municipality in the Agreement are not exclusive as against His Majesty the King in the Right of the Province of Alberta.

Additionally, the Municipality hereby consents to the matter being determined without a hearing if no objections are filed with the Albert Utilities Commission following published notice of the pending renewal agreement.

For the purposes of advertising notice, _____ is the newspaper with the largest circulation within the Municipality.

DATED THIS _____ DAY OF _____, 2025

SIGNED:

MAYOR

ADMINISTRATOR

ATCO

Town of Rimbey

ATCO Franchise Renewal Presentation

March 2025

Franchise Agreement Overview



The Franchise Agreement is an agreement between ATCO and Rimbey (“the municipality”).

The municipality grants ATCO certain rights to provide natural gas distribution service to consumers.

ATCO commits to terms and conditions under which it will deliver natural gas service within the community.

Serving the Town of Rimbey

- ATCO has served the Town of Rimbey since 1960.
- The Town is served by the ATCO office located in Ponoka, Rocky Mountain House and Red Deer.
- These offices have 70 employees.

Franchise Agreement

- Term of current franchise agreement expires on December 31st, 2025
- Current agreement remains in effect beyond the term expiry, until the agreement is terminated or renewed.



AUMA Franchise Agreement Template

- The franchise agreement is based on an AUMA template developed in 2003.
- A new version of the AUMA franchise agreement template was negotiated and approved in early 2015.

Agreement Term

- Minimum 10 year / maximum 20 year term, with an end date.
- Agreement continues in effect after the end date, unless renewed or terminated
- **NOTE:** If the agreement is not renewed or terminated within one year after the term ends, the franchise fee paid to the municipality is halved with the other half held in an interest-bearing trust account until the agreement is renewed.



Grant of Franchise

- Grants ATCO exclusive right to install pipe in municipal right-of-ways for the purpose of delivering gas to customers.
- The municipality commits not to grant similar rights to another company for the term of the agreement.
- ATCO agrees to bear full responsibility of the distribution system and ensure all services delivered in the municipality are in accordance with ATCO's Delivery Tariff.



Franchise Fee

- Franchise fee is for exclusive use of municipal right-of-ways for installation of ATCO's distribution system.
- Current fee in the Town of Rimbey is 26% of the revenue ATCO earns delivering gas in your community (excludes commodity cost of gas)
- Franchise fee is recovered from customers in the Town of Rimbey via **Rider A** on their monthly bill.
- Franchise fee can be adjusted annually
- The AUC-prescribed cap for franchise fees is 35%.



Core and Extra Services

- Outlines core services provided by ATCO (Schedule A).
 - Requires ATCO to annually report specific service levels to the municipality (e.g. reliability, customer satisfaction, public safety.)
- Includes provision that the municipality can request “extra” services from ATCO (Schedule B).
 - Provided under a separate agreement.
 - Costs for extra services collected only from customers of the municipality.



Municipal Taxes

- Offers an opportunity to collect linear taxes in addition to the franchise fee.
- Currently, Rimbey does not levy separate linear taxes
- Any municipal tax levied would be recovered via a **Rider B** on the monthly bill of customers in Rimbey



Sale of Natural Gas Distribution System

- Outlines the municipality's right, subject to AUC approval, to acquire ATCO's distribution system upon expiry of the term or termination of the Agreement (Section 47 of the *Municipal Government Act*).
- Price to be negotiated, with unresolved issues, if any, referred to the AUC for determination.



Provision of Plans and Equipment

- ATCO to provide the municipality with plans showing locations (excluding depth) and alignments of the gas distribution system, excluding service lines and installations on private property.
- ATCO to co-operate with the municipality's fire department to provide necessary equipment for the operation of ATCO's curb boxes and service valves.



Right-of-First-Refusal to Purchase

- If ATCO receives an offer to purchase the assets in the municipality only (i.e. not as part of a larger sale), the municipality has the first right to purchase the assets on the same terms.
- Right-of-first-refusal does not apply when an “asset swap” is contemplated.
- If the municipality exercises its right to purchase and then decides to sell within five years, ATCO has the right-of-first-refusal to purchase the assets back.



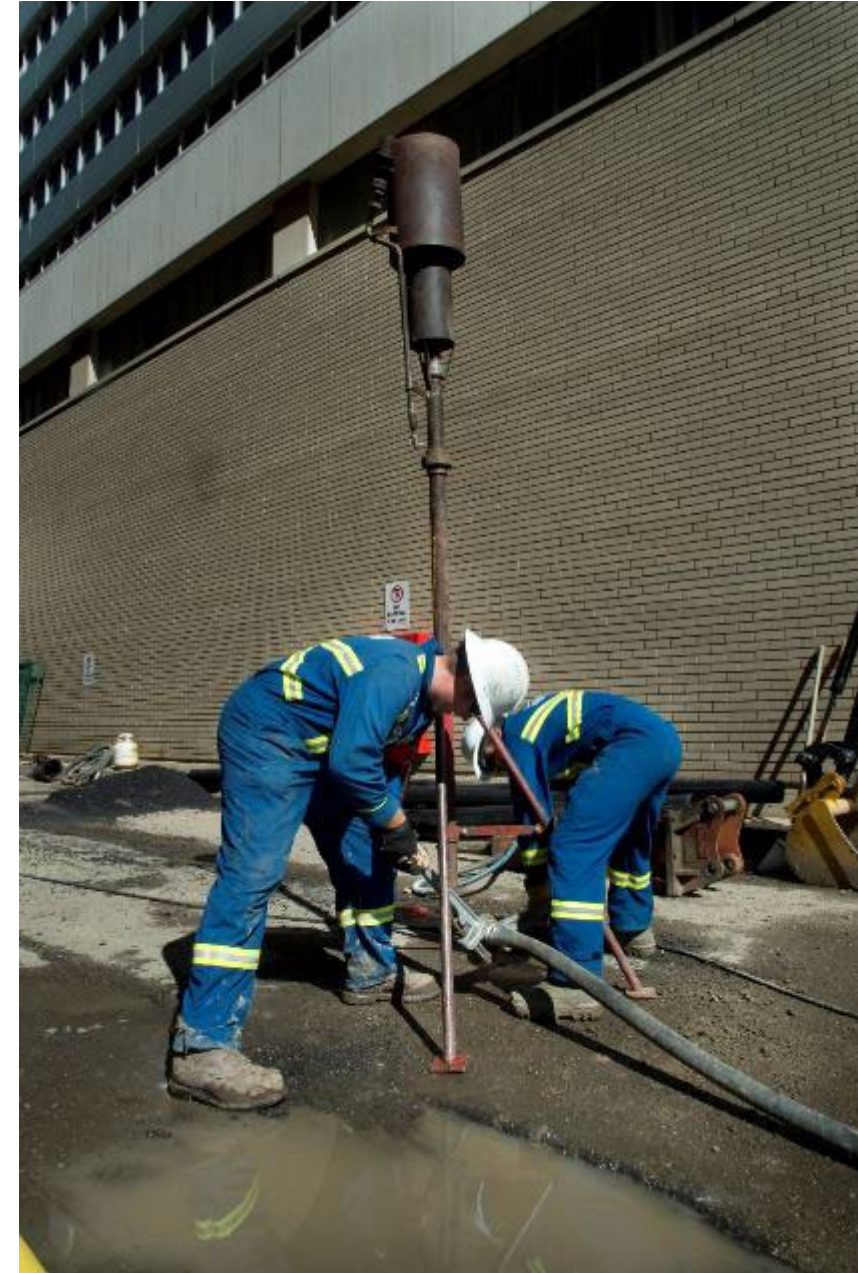
Construction/Maintenance of Gas System

- Outlines:
 - Plan and notice requirements for municipal approval.
 - Restoration requirements.
 - Emergency repair notification.
 - Requires that ATCO obtain approvals from other utilities, including facility locates.
 - As-built requirements for major work.



Cost of Relocations

- ATCO will relocate its facilities in municipally-owned property (e.g. streets, lanes) to accommodate municipal work at our cost, provided that the municipality:
 - Provides one year's notice.
 - Provides a suitable alternative location.
 - Considers ATCO's costs in the determination of the relocation request.
 - Is not acting as a land developer.



Distribution System Expansion

- ATCO will extend its distribution system to provide service to customers, at no cost to the municipality, under its AUC-approved Terms and Conditions of Service.
- Includes extending distribution mains to any customer, at no cost to the customer, where the municipality has extended its sewer and water infrastructure.



Increase in Municipal Boundaries

- Franchise rights / obligations automatically extend to all areas annexed by the municipality if annexation size is less than 640 acres or 25% of the current size of the municipality.
- For larger annexations, the municipality has the option to add the increased area to our franchise area or terminate the agreement.



Joint Use of Municipal Rights-of-Way (RoW)

- Allows the municipality to use the RoW granted to ATCO Gas for a municipal purpose, as long as it does not interfere with our use.
- ATCO can allow others to use the RoW, with the approval of the municipality.
- Agreement encourages joint trenching.



Other Clauses

- **Municipality as Retailer**
 - Allows for the municipality to be an energy retailer.
- **Reciprocal Indemnification and Liability**
 - Includes reciprocal provisions relating to work associated with this agreement.
- **Assignment & Notices**
 - Outlines notice and approval requirements for any potential assignment of this agreement.
 - Outlines how and what forms of notice are permitted.



Other Clauses

- **Interruptions/Discontinuance of Delivery Service**
 - Best efforts to avoid or minimize service interruptions.
- **Dispute Settlement**
 - Outlines process for agreement disputes.
- **Water, Gas & Electric Companies Act**
 - Requires municipal consent to perform certain functions.
- **Force Majeure**
 - Outlines obligations under force majeure conditions.



Other Clauses

- **Terms and Conditions**
 - Confirms that ATCO's AUC-approved Terms and Conditions apply to service in the municipality.
- **Not Exclusive Against Her Majesty**
 - Confirms that the rights, powers and privileges granted under this agreement will not be deemed to be exclusive against Her Majesty in the Province of Alberta.
- **Severability**
 - Outlines the effect or impact on the agreement should a clause be rendered invalid, unenforceable or illegal.



New Clauses

- **Amendments**
 - Amendments to the agreement *only* by written agreement.
 - Subject to AUC approval.
- **Waiver**
 - Waiver of defaults, breaches or non-compliance under the agreement is not effective unless in writing and signed by the party to bound by the waiver.
- **Confidentiality**
 - Acknowledges that the municipality is governed by the provisions of the *Freedom of Information and Protection of Privacy Act (Alberta)*.



Albertans Counts on ATCO

Since 1912, our customers have counted on us to deliver safe and reliable natural gas.

Today, as Alberta's largest natural gas distributor, we serve more than 1.1 million customers in almost 300 communities.



Our Commitment to Safety

- Respond 24/7 to natural gas emergencies.
- Respond daily to service calls from customers (meter installations, appliance inspections, repairs to natural gas lines)
- Ongoing inspection of our distribution system to prevent leaks and ensure integrity.



Questions?



The ATCO logo is displayed in a bold, white, sans-serif font. The letters 'A', 'T', and 'C' are connected, as are 'O' and 'O'. The logo is positioned on the left side of the slide, overlaid on a background image of a cornfield under a blue sky with clouds. The entire image has a blue color overlay.

ATCO

FORM OF APPLICATION

Alberta Utilities Commission
10 Fl, 10055-106 Street
Edmonton, Alberta,
T5J 2Y2

RE: RENEWAL OF A NATURAL GAS FRANCHISE AGREEMENT

The Council of the Town of Rimbey hereby applies to the Alberta Utilities Commission for approval to renew a natural gas franchise agreement between the Municipality and ATCO Gas and Pipelines Ltd.

Enclosed herewith is a copy of bylaw No. 1019/25 read the first time on the _____ day of _____, 2025.

The Council hereby declares:

- a) That the privilege or franchise granted under the natural gas franchise renewal agreement is necessary and proper for the public convenience and properly conserves the public interests.
- b) That the scheme of ATCO Gas and Pipelines Ltd. for the delivery of natural gas under the provisions of the natural gas franchise renewal agreement is reasonable and sufficient having regard to the general circumstances.
- c) That with respect to the delivery of natural gas to the Municipality the natural gas utility has provided the construction, equipment, maintenance, service or operation as the public convenience and interests reasonably require.
- d) That having regard to the deliverability of natural gas in the area in which the Municipality is situated and to any other circumstances, the granting of the franchise or privilege in the natural gas franchise renewal agreement is to the general benefit of the area directly or indirectly affected thereby.
- e) That the natural gas supplier has fully discussed all proposed changes to the natural gas franchise agreement with the Council and the Council understands the reasons for this renewal and is in agreement with them.
- f) That the rights conferred by the Municipality in the Agreement are not exclusive as against His Majesty the King in the Right of the Province of Alberta.

Additionally, the Municipality hereby consents to the matter being determined without a hearing if no objections are filed with the Albert Utilities Commission following published notice of the pending renewal agreement.

For the purposes of the advertising notice, the Rimbey Review is the newspaper with the largest circulation within the Municipality.

DATED THIS _____ DAY OF _____, 2025

SIGNED:

MAYOR

ADMINISTRATOR

Atco Gas and Pipelines Ltd. Franchise Agreement

Bylaw 1019/25

A BYLAW OF THE TOWN OF RIMBEY, IN THE PROVINCE OF ALBERTA, TO AUTHORIZE THE MAYOR AND CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN AGREEMENT WITH ATCO GAS AND PIPELINES LTD. (THE “COMPANY”), TO RENEW AN AGREEMENT WITH, AND TO CONFER A FRANCHISE ON THE COMPANY TO DELIVERY OF NATURAL GAS TO CUSTOMERS WITHING THE MUNICIPALITY.

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

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

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

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

That Bylaw 906/15 is hereby rescinded.

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

READ a first time this _____ day of _____, 2025.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

READ a second time this _____ day of, _____ 2025.

READ a third and final time this _____ day of _____, 2025.

MAYOR

CHIEF ADMINISTRATIVE OFFICER



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Rimbey Curling Club Sponsorship Request
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

Administration has been requested to bring forward the Curling Club sponsorship request for various bonspiels.

RECOMMENDATION:

Administration recommends Council determine if they wish to sponsor the Rimbey Curling Club.

ATTACHMENTS:

Rimbey Curling Club Sponsorship Request

PREPARED BY: Bonnie Rybak, Executive Assistant

November 19, 2025
Date

ENDORSED BY:

Gray

Craig Douglas, Chief Administrative Officer

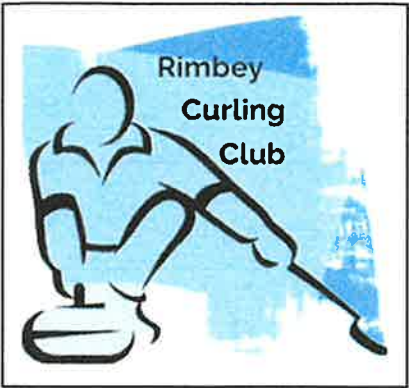
November 28, 2025
Date



RIMBEY CURLING CLUB

2025 – 2026 BONSPIEL

SPONSORSHIP



Greetings from the Rimbey Curling Club!

The Club has had a busy and eventful past year... hosting the Alberta Ladies Provincial Championship, and just recently, the Clarion Cup Bonspiel. Both have provided financial gains and increased advertising exposure for businesses in Rimbey and surroundings.

The Club is now providing the following sponsorship opportunities for the upcoming season:

- Men’s Bonspiel: December 5th – 7th
- Women’s Bonspiel: January 23rd – 25th
- Senior’s Bonspiel: February 2nd – 6th
- Open Bonspiel: March 27th – 29th

Sponsorship offers exposure during ALL 4 BONSPIELS and includes:

- Media advertising on Rimbey Curling Club’s Facebook page and on its website (rimbeycurling.weebly.com)
- Recognition during all the bonspiels on the big screen, which is on the ice.
- Poster and placemat recognition during the events.

Sponsorship can be a combination of cash or merchandise equalling:

- | | | |
|---------|-------------|----------------------|
| • _____ | \$3000/year | Platinum Sponsorship |
| • _____ | \$2000/year | Gold Sponsorship |
| • _____ | \$1000/year | Silver Sponsorship |
| • _____ | \$500/year | Bronze Sponsorship |

Please contact Patrick Rurka, president. Thank you in advance.

- Email: rimbeycurlingclub@gmail.com
- Cell: 403-392-3044

Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Breanna Engerdahl, Director of Community Services
Subject: Jr. B Rimbey Royals Advertising Agreement
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

At the Committee of the Whole Meeting held on November 10, 2025, Council discussed the Jr. B Rimbey Royals Advertising Agreement. Council made the following motion:

Motion 055/2025

Moved by Councillor Curle to accept the discussion the Jr. B Rimbey Royals to have an advertising agreement, as information.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

The Rimbey Royals have requested to enter into an advertising agreement with the Town beginning in the 2026/2027 season. The proposal includes a revenue-sharing model for sponsored in-ice logos.

As part of the request, the Royals are proposing the removal of the current Minor Hockey/CO-OP signage from the player boxes and replacing it with Rimbey Royals signage. They have proposed moving the existing Minor Hockey/CO-OP signage to the wall west of the stands, next to the Canada Flag. The Royals are also requesting to replace the Minor Hockey logos currently located in the centre ice face-off circle with the Rimbey Royals logo. The Minor Hockey logos would be relocated to the area between the blue line and the face-off dots on the stands side.

In addition, the Royals are requesting the installation of 18 new in-ice logos. Four logos in the centre area of the ice would not be included in the revenue-sharing agreement. The remaining 14 sponsored in-ice logos would be subject to a 25 percent revenue share with the Town, projected to generate approximately \$10,300 in additional revenue.

DISCUSSION:

The proposed revenue-sharing model would apply to 14 of the 18 new logos, with the Bronze, Silver, Gold, and Platinum sponsors remaining outside the agreement. Logo installation would be completed by Town staff and is expected to require additional time during the ice-making process. In the first year, installation is estimated to take 2-3 extra days due to setup and layout requirements. Once the

setup is established, subsequent years are expected to require only 1-2 extra days. Provided the Royals maintain consistent logo sizes, the existing layout can continue to be used without the need for a full reconfiguration.

The overall ice-making process is expected to increase from approximately 10–12 days to 12–15 days in the first year. This additional time may require extra staffing or overtime during installation. While efficiencies are anticipated in future years, the larger number of logos will continue to increase the workload for annual ice installation. The proposed changes will also require coordination with existing user groups, as relocating the Minor Hockey logos and player box signage alters the current advertising layout within the arena.

The Director of Community Services spoke with minor hockey, and they don't have any concerns on moving their logos or the signs behind the player boxes.

FINANCIAL IMPLICATIONS:

- Revenue Share: The proposed 25% revenue-sharing model for 14 of the 18 new in-ice logos is projected to generate approximately \$10,300 in additional annual revenue for the Town.
- Installation Costs: Installation of the new logos will increase ice-making time from 10–12 days to 12–15 days in the first year, requiring either additional staff or increased overtime during ice installation.
- Future Years: If logo sizes remain consistent, future ice installation is expected to require only 1–2 additional days, minimizing ongoing operational costs.

RECOMMENDATION:

That Council determine if they wish to provide the Jr. B Rimbey Royals with an advertising agreement and consider:

- Relocation and placement of signage, including Rimbey Royals signage above the home player box and the centre ice, with existing Minor Hockey/CO-OP signage/logos relocated as appropriate.
- Installation of 18 new in-ice logos, with 14 logos subject to a proposed increase in the revenue-sharing model from 25% to 30% to address additional staffing and extended ice installation time.
- Establishment of a standard logo size for each area to minimize the need to reconfigure logo placement every 2–3 years.

PREPARED BY: Breanna Engerdahl, Director of
Community Services

December 4, 2025
Date

ENDORSED BY:



Craig Douglas, Chief Administrative
Officer

December 4, 2025
Date

Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Rimbey Legion Branch No. 36
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

Administration received a request from Lance Hannesson on behalf of the Rimbey Legion Branch No. 36, asking that Council consider closing part of 50th Avenue and 50th Street for approximately one hour to accommodate a march from the Rimbey Legion Branch to the cemetery for the consecration of the cenotaph on September 19, 2026, at 1:00 p.m. We would need to contact Alberta Transportation for permission to close 50th Avenue.

RECOMMENDATION:

Administration recommends that Council consider closing 50th Street for approximately one hour to accommodate a march from the Rimbey Legion Branch to the Cemetery for the consecration of the cenotaph on September 19, 2026, at 1:00 p.m.

PREPARED BY: Bonnie Rybak, Executive Assistant

November 28, 2025
Date

ENDORSED BY:

A handwritten signature in blue ink, appearing to read "Craig Douglas".

Craig Douglas, Chief Administrative Officer

December 5, 2025
Date



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Rimbey & District Chamber of Commerce
Item For: ☒ Public Information -or- ☐ Closed Session

On November 20, 2025, Administration received correspondence from the Rimbey District Chamber of Commerce requesting financial support.

Administration recommends that Council deliberate on whether to provide financial support to the Rimbey & District Chamber of Commerce.

Rimbey & District Chamber of Commerce Request

PREPARED BY: Bonnie Rybak, Executive Assistant

November 20, 2025
Date

ENDORSED BY:

Handwritten signature

Craig Douglas, Chief Administrative
Officer

November 27, 2025
Date

RIMBEY & DISTRICT CHAMBER OF COMMERCE

November 19, 2025

Town of Rimbey Mayor & Council Members
4938 50th Avenue, Rimbey, Alberta

Dear Town of Rimbey Mayor & Council Members:

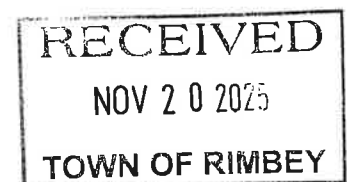
Rimbey & District Chamber of Commerce is excited to confirm we have officially revitalized the society and are working towards a successful AGM in January of 2026. Thank you for attending our very first event, Pub Night at Rendezvous Hops & Grill earlier this month. It was very well attended and the excitement throughout the local business community is evident.

Our volunteer Board is working tirelessly to ensure the next Chamber community event; 'Twilight Holiday Shopping' on December 4th continues to create awareness of Chamber benefits and boost our Town's economy by encouraging residents to shop local. Having just launched and essentially starting from ground up again; we would like to submit a 'Twilight Holiday Shopping' ad in Rimbey Review however, without most Memberships officially coming in until January, our budget is quite low. The first AGM will be crucial in ensuring long term success and financial stability. As well as promoting Chamber and Memberships between now and then.

We hereby request sponsorship of \$5000 from Town of Rimbey to support Rimbey & District Chamber of Commerce's revitalization. This money would allow us to get our first year off to a solid start, effectively promote and advertise 'Twilight Holiday Shopping', exciting collaborations such as the 'Rimbey Bucks Draw' various businesses around town are participating in, host an impactful AGM for January and create further start up initiatives such as an Awards Night. To make Rimbey Review's December 1st publication deadline, the sponsorship would need to be received by Rimbey & District Chamber of Commerce before end of day on November 25, 2025.

Thank you for your consideration,

Rimbey & District Chamber of Commerce



Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: 2026 Interim Operating Budget
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

The Municipal Government Act Section 242 states that each Council must adopt an operating budget for each calendar year. If an operating budget is not adopted by January 1, Council may adopt an interim operating budget. The interim operating budget will be in effect until the final operating budget is adopted.

DISCUSSION:

The Town of Rimbey typically schedules budget deliberations in March after the final property assessments have been received and therefore the 2026 Operating Budget will not be adopted until April of 2026. Consistent with prior years Administration is presenting the 2025 Operating Budget as the 2026 Interim Operating Budget.

RELEVANT POLICY/LEGISLATION:

MGA 242 (1) (2) (3)

OPTIONS/CONSEQUENCES:

- 1. Adopt the 2026 Interim Operating Budget as presented.
- 2. Adopt the 2026 Interim Operating Budget with revisions.

RECOMMENDATION:

Administration recommends Council adopt the 2026 Interim Operating Budget, as presented.

ATTACHMENTS:

[Budget Workbook 2025](#)

PREPARED BY: Bonnie Rybak, Executive Assistant

November 10, 2025
Date

ENDORSED BY:

A handwritten signature in blue ink, appearing to read "Craig Douglas".

Craig Douglas, Chief Administrative

November 20, 2025
Date

Town of Rimbey
2026 Interim Operating Budget and Three Year Plan

Net Budget by Object	2024 Budget	2025 Budget	2026 Plan	2027 Plan	2028 Plan
Revenue					
User Fees and Sale of Goods	1,572,911	1,588,237	1,578,786	1,581,559	1,584,538
Government Transfers	1,259,207	1,369,895	1,369,895	1,369,895	1,369,895
Rentals	106,866	111,134	128,910	129,702	130,510
Licences and Fines	36,460	43,100	43,880	44,676	45,487
Frontage	75,068	42,012	42,012	42,012	42,012
Penalties	35,000	34,000	34,000	34,000	34,000
Interest	100,000	100,000	100,000	100,000	100,000
Franchise	685,539	713,277	715,882	718,514	721,172
Ponoka County	388,535	440,339	449,146	458,129	467,291
Naming rights	50,000	50,000	50,000	50,000	50,000
Total revenue	4,309,586	4,491,994	4,512,511	4,528,486	4,544,905
Expenses					
Salaries and Benefits	2,274,934	2,346,383	2,397,719	2,450,435	2,474,690
Council Salaries and Benefits	166,300	170,868	173,925	177,044	180,225
Contracted Services	754,368	795,157	881,819	876,360	888,946
Goods and Utilities	2,021,668	2,124,149	2,270,621	2,262,167	2,272,348
Annual equipment replacement	254,138	273,401	277,766	282,235	286,812
Local Requisitions	477,889	466,009	471,494	471,988	472,492
Provincial requisitions	953,997	1,064,671	1,064,671	1,064,671	1,064,671
Interest and debt repayments	309,271	284,425	60,924	61,312	61,707
Other (Election)		16,000			
Subtotal	7,212,565	7,541,062	7,598,939	7,646,212	7,701,892
Transfer to/from Reserves	(1,727)	28,338			
Transfer to (from) Reserves (Development Tax Incentive)					
	(1,727)	28,338	0	0	0
Total expenses	7,210,838	7,569,400	7,598,939	7,646,212	7,701,892

Total Budget Requirement	2,901,253	3,077,407	3,086,428	3,117,725	3,156,986
Tax levies	2,844,253	3,031,701	3,062,018	3,092,638	3,123,565
Net Budget Requirement	57,000	45,706	24,410	25,087	33,422

1.50%

Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Policy 170 - Elected Official Recognition
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

Administration has revised Policy 170 as per Motion 052/2025 made at the Committee of the Whole meeting held on November 10, 2025.

Motion 052/2025

Moved by Mayor Pankiw to direct Administration to revise Draft Policy 170 “Elected Official Recognition” by updating the monetary amounts and incorporating a group plaque on which all Councillors’ names will be displayed, and that the amended draft be presented at the November 24, 2025, Regular Council Meeting.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

RECOMMENDATION:

Administration recommends that Council accept Policy 170, as presented.

ATTACHMENTS:

[Draft Policy 170 Elected Official Recognition- Track Changes](#)

PREPARED BY: Bonnie Rybak, Executive Assistant


November 20, 2025
Date

ENDORSED BY:

A handwritten signature in blue ink, appearing to read "Craig Douglas".

Craig Douglas, Chief Administrative Officer

November 20, 2025
Date

		<i>Town of Rimbey</i> <i>Policy Manual</i>	
Title: Elected Official Recognition Policy		Policy No: 170	
Date Approved: December 8, 2025		Resolution No:	
Date Effective: December 8, 2025			
Purpose:		To formally recognize and to express appreciation for the dedicated service of elected officials who have served multiple <u>a minimum of one full</u> terms on the Town of Rimbey Council.	
1. POLICY STATEMENT:			
The Town of Rimbey acknowledges the commitment and contributions of its elected officials through a structured gift card recognition program based on years of service.			
2. SCOPE			
This policy applies to all elected officials of the Town of Rimbey who have completed three or <u>a minimum of one full term</u> more full terms of service.			
3. RECOGNITION TIERS			
Elected officials will be recognized with <u>a their name on a group plaque displayed in Council Chambers and a</u> gift card of the following value upon completion of the number of full terms:			
Terms of Service		Gift Card Value	
Term 1 <u>3 Terms</u>		\$ 50 <u>\$100</u>	
Term 2 <u>4 Terms or more</u>		\$ 75 <u>\$200</u>	
Term 3		<u>\$100</u>	
Term 4		<u>\$200</u>	

Public Participation Policy	Policy No:0113	Page 2
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- A “term” is defined as a full, consecutive or non-consecutive term served as an elected official on Town Council.
- Recognition is cumulative and will be awarded at the conclusion of the qualifying term

4. ADMINISTRATION

- The Chief Administrative Officer (CAO) or their designate will be responsible for tracking terms of service and coordinating the issuance of gift cards.
- Gift cards will be presented at a public council meeting or other appropriate civic event.
- The Councilor’s name will be added to the group plaque which will be displayed in Council Chambers.

5 REVIEW AND AMEMDMENTS

This policy shall be reviewed every four years or as required by Council.

Initial Policy Date:	December 8, 2025	Resolution No:	
Revision Date:		Resolution No:	
Revision Date:		Resolution No:	

Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Policy 171 - Laptop Purchase for Elected Officials
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

Administration has developed Policy 171 to formalize and document the details of a laptop purchase plan for elected officials. At the Committee of the Whole meeting on November 10, 2025, the following motion was made:

Motion 053/2025

Moved by Councillor Grundy to bring Policy 171 "Laptop Purchase for Elected Officials" forward to the next Regular Meeting on November 24, 2025.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

RECOMMENDATION:

Administration recommends that Council approve Policy 171, as presented.

ATTACHMENTS:

[171 Laptop Purchase Policy for Elected Officials](#)

PREPARED BY: Bonnie Rybak, Executive Assistant


November 20, 2025
Date

ENDORSED BY:

A handwritten signature in blue ink, appearing to read "Craig Douglas".

Craig Douglas, Chief Administrative Officer

November 21, 2025
Date

		<i>Town of Rimbey</i> <i>Policy Manual</i>																
Title: Laptop Purchase Policy for Elected Official		Policy No:	171															
Date Approved: December 8, 2025		Resolution No:																
Date Effective: December 8, 2025																		
Purpose:	This policy establishes the terms under which elected officials may purchase the laptops issued for official use, including the cost-sharing structure and final ownership provisions.																	
1. ELIGIBILITY																		
All elected officials who are issued a laptop for the purpose of fulfilling their official duties are eligible to participate in the purchase program outlined below.																		
2. COST-SHARING STRUCTURE																		
Laptops issued to elected officials may be purchased at a depreciated rate based on the number of years since the original purchase. The buyout price is calculated as follows:																		
<table border="1"><thead><tr><th>Year of Buyout</th><th>Buyout Price</th><th>Description</th></tr></thead><tbody><tr><td>Year 1</td><td>75% of original purchase price</td><td>Reflects 25% depreciation after 1 year</td></tr><tr><td>Year 2</td><td>50% of original purchase price</td><td>Reflects 50% depreciation after 2 years</td></tr><tr><td>Year 3</td><td>25% of original purchase price</td><td>Reflects 75% depreciation after 3 years</td></tr><tr><td>Year 4</td><td>\$200 flat fee</td><td>Final buyout option regardless of original price</td></tr></tbody></table>				Year of Buyout	Buyout Price	Description	Year 1	75% of original purchase price	Reflects 25% depreciation after 1 year	Year 2	50% of original purchase price	Reflects 50% depreciation after 2 years	Year 3	25% of original purchase price	Reflects 75% depreciation after 3 years	Year 4	\$200 flat fee	Final buyout option regardless of original price
Year of Buyout	Buyout Price	Description																
Year 1	75% of original purchase price	Reflects 25% depreciation after 1 year																
Year 2	50% of original purchase price	Reflects 50% depreciation after 2 years																
Year 3	25% of original purchase price	Reflects 75% depreciation after 3 years																
Year 4	\$200 flat fee	Final buyout option regardless of original price																
<ul style="list-style-type: none">• The original purchase price includes all costs incurred at the time of procurement, including taxes, setup, and accessories.• Officials may choose to buy out the laptop at any point according to the schedule above.																		

Public Participation Policy	Policy No:0113	Page 2
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- After the fourth year, the laptop may be purchased outright for a flat fee of \$200.

3. OWNERSHIP TRANSFER

Upon completion of the required payment, full ownership of the laptop transfers to the elected official.

- If the official leaves office during the 4-year term, the laptop must be returned, or the required payment must be paid in full to retain ownership.
- Devices not fully paid for will remain the property of the Town of Rimbey.

4. DEVICE USER AND CARE

Officials are expected to maintain the laptop in good working condition and use it primarily for official duties.

5. EXCEPTIONS AND AMENDMENTS

Any exceptions to this policy must be approved by council. This policy may be amended as necessary to reflect changes in technology, pricing, or administrative priorities.

Initial Policy Date:	December 8, 2025	Resolution No:	
Revision Date:		Resolution No:	
Revision Date:		Resolution No:	

Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Land Acknowledgement
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

In the Committee of the Whole meeting held on November 10, 2025, Council made the following motion:

Motion 051/2025

Moved by Councillor Jaycox to table the discussion of discontinuing Item 1.1 Land Acknowledgment in the Council Agenda, to the next Regular Council meeting on November 24, 2025.

Mayor Pankiw	In Favor
Councillor Curle	In Favor
Councillor Johnstone	In Favor
Councillor Grundy	In Favor
Councillor Jaycox	In Favor

CARRIED

RECOMMENDATION:

Administration recommends that Council decide if Item 1.1, *Land Acknowledgement*, should be removed from the Council and Committee of the Whole agendas.

PREPARED BY: Bonnie Rybak, Executive Assistant

November 20, 2025
Date

ENDORSED BY:

A handwritten signature in blue ink, appearing to read "Craig Douglas".

Craig Douglas, Chief Administrative Officer

November 27, 2025
Date

Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Craig Douglas, Chief Administrative Officer
Subject: Cost of Living (COLA) Increase
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

Administration is requesting Council's consideration for a 2.27% cost-of-living salary increase for all staff members of the Town of Rimbey as of January 1, 2026. This request comes as part of our ongoing effort to support and retain our dedicated workforce, while addressing the rising costs of living that have affected our employees in recent months.

The Alberta Consumer Price Index posted on Alberta Government Website indicates a current CPI as follows: *On a year-over-year basis, Albertans paid 3.87% rental/housing and a 3.6% more for food costs. For all good and service combined, the average increase was 2.27%.*

Three comparable COLA increases:

Three Hills 3% (2025) 3.25% (2026)
Ponoka 4% (2025) 3.25% (2026)
Sundre 2% (2025) 2% (2026)

A 2.27% cost-of-living increase would help us maintain a competitive and supportive work environment, promote retention, and enhance the overall well-being of our staff. We respectfully ask for your approval of this increase as part of our commitment to maintaining a dedicated and motivated team.

FINANCIAL IMPLICATIONS:

An increase of \$35,000 to the 2026 Operating Budget is required to accommodate a 2.27% cost-of-living increase.

This includes \$12,000 for Council's approved increase to the Health Spending Account from \$300 to \$500 (Motion 163/2025), and \$23,000 for the cost-of-living adjustment for 2026.

RECOMMENDATION:

To approve a 2.27% cost of living increase for Council and staff including any applicable merit increases to be effective January 1, 2026.

PREPARED BY: Craig Douglas, Chief Administrative Officer

November 10, 2025
Date

ENDORSED BY:

A handwritten signature in blue ink, appearing to read "Craig Douglas", followed by a large, stylized flourish or checkmark.

Craig Douglas, Chief Administrative
Officer

November 24, 2025

Date

Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Christmas Hours 2025
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

For the past several years, the Town’s operations have been closed for five (5) consecutive days depending on where Christmas Day and Boxing Day fall on the calendar. The current Employee Policy 1103 of the Town identifies closure for Christmas Day and Boxing Day. In 2025 Christmas Day and Boxing Day fall on Thursday and Friday.

DISCUSSION:

Administration respectfully requests Council consider closure of operations at 12:00 noon on Wednesday, December 24, to allow staff to spend more time with their families. The Town’s operations would be closed from Wednesday, December 24 at 12:00 noon and re-opening on Tuesday, December 30, 2025. Administration also respectfully requests to close at 12:00 noon on December 31, 2025.

RELEVANT POLICY/LEGISLATION:

Policy 1103

RECOMMENDATION:

Administration recommends Council determine if they wish to approve the closure of Operations for the Town as requested, with the employees of the Town of Rimbey paid for the entire days.

PREPARED BY: Bonnie Rybak, Executive Assistant

November 10, 2025
Date

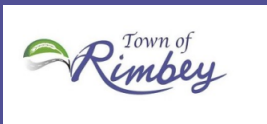
ENDORSED BY:

A handwritten signature in blue ink, appearing to read "Craig Douglas".

Craig Douglas, Chief Administrative Officer

December 4, 2025
Date

Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Department Reports
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

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

RECOMMENDATION:

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

PREPARED BY: Bonnie Rybak, Executive Assistant November 19, 2025
Date

ENDORSED BY:  December 4, 2025
Date
Craig Douglas, Chief Administrative Officer

December 8, 2025
CAO Report



HIGHLIGHTS

MEETINGS

- Library Manager Meeting - Nov 3
- Review with Tagish - Capital Projects - Nov 3
- GOA Regional Economic Development Meeting - Nov 4
- Meeting with RCHHS (FCSS) - November 6
- Meeting with Emergency Management Rep - Nov 21
- Peace Officer interviews with Ponoka County - Nov 27
- Meeting with the Legacy Lane Condo Board Rep. Dec. 2

ADMINISTRATIVE

- Citizen concerns
- Stats Canada Submission - Oct 28
- FOIP Review - Oct 29
- Update Emergency Response Plan - Nov 4
- Public Safety and Emergency Services Information Session- Nov 5
- AB Munis Convention & Tradeshow - Nov 11-14
- Preliminary budget discussions with Directors
- Follow up with Alberta Transportation regarding crosswalk lights

PREPARED BY: Craig Douglas, Chief Administrative Officer

December 8, 2025

Director of Finance Report



HIGHLIGHTS

- Worked on balancing asset and liability accounts for month end reports year to date.
- Working on the Tangible Capital Asset amounts and project worksheets for 2025.
- Filling in all the additional insurance forms that are required this year by our insurance company and their underwriters.
- Verifying that the forms for our Additionally Named Insured have all been completed and returned to the insurance company for purposes of renewal.
- Working on reports for GST purposes and filing GST.
- Dealing with Local Authorities Pension Plan re queries, balancing, etc.
- Working with employees regarding Group Benefits, LAPP, retirement and other queries.
- Working on updating ICITY for month end closures.
- Gathering new rates for various components of our budget.
- Updating banks, Group Benefits and Health Care Spending Accounts re: Election – New Councilor's.

ATTACHMENTS

[RFD 8.1.2 Copy of Variance Report - October 31, 2025](#)
[Accounts Payable Listings Sept 12 - Nov 26, 2025](#)

PREPARED BY: Wanda Stoddart, Director of Finance

TOWN OF RIMBEY								
VARIANCE REPORT								
FOR THE TEN MONTH PERIOD ENDING OCTOBER 31, 2025								
OPERATING	2025 Revenues				2025 Expenses			
	Budget	Year to Date	% Revenue to Date	Variance	Budget	Year to Date	% Expenses to Date	Variance
General Municipal Revenues	5,081,609	4,960,009	98%	121,600	1,064,671	805,983	76%	258,688
Council (11)					264,653	152,474	58%	112,179
Administration (12)	42,220	16,885	40%	25,335	863,822	659,448	76%	204,374
General Administration (13)				0	172,912	96,290	56%	76,622
Police (21)	69,260	31,467	45%	37,793	276,588	195,664	71%	80,924
Fire (23)					25,971	21,643	83%	4,328
Disaster Services (24)				0	3,921	0	0%	3,921
Intern	0		0%	0	0	0	0%	0
Bylaw Enforcement (26)	27,100	6,646	25%	20,454	179,868	36,594	20%	143,274
Public Works (32)	20,020	66,623	333%	-46,603	1,020,204	655,390	64%	364,814
Airport (33)	0		0%	0	0	0	0%	0
Storm sewer (37)	0		0	0	26,736	6,942	26%	19,794
Water (41)	551,000	458,076	83%	92,924	443,176	285,356	64%	157,820
Sewer (42)	350,500	442,009	126%	-91,509	433,713	232,507	54%	201,206
Garbage (43)	215,215	179,851	84%	35,364	84,336	62,244	74%	22,092
Recycle (43-01)	41,038	33,581	82%	7,457	126,187	94,103	75%	32,084
Compost	69,200	59,359	86%	9,841	80,684	54,920	68%	25,764
Community Services (FCSS)	238,984	238,984	100%	0	298,746	296,778	99%	1,968
Cemetery (56)	17,429	27,498	158%	-10,069	56,801	32,109	57%	24,692
Development (61)	24,836	17,776	72%	7,060	134,277	84,403	63%	49,874
Econ.Development (61-01)	22,000	22,514	102%	-514	39,343	31,425	80%	7,918
Recreation Office (72)	440,339	431,706	98%	8,633	124,908	98,790	79%	26,118
Pool (72-04)	92,300	89,202	97%	3,098	312,000	253,057	81%	58,943
Parks (72-05)	0	0	0%	0	107,183	42,445	40%	64,738
Fitness Center (72-06)	37,500	32,454	87%	5,046	50,846	20,075	39%	30,771
Arena (72-09)	141,000	172,470	122%	-31,470	407,910	306,530	75%	101,380
Recreation Programs (72-11)	6,478	6,524	101%	-46	60,943	53,412	88%	7,531
Community Centre (74)	63,500	63,154	99%	346	370,242	217,815	59%	152,427
Library (74-06)	0	0	0%	0	158,109	148,384	94%	9,725
Blindman Youth Action Society (74-08)	17,000	5,976	35%	11,024	18,340	224,262	1223%	-205,922
Curling Club (74-09)	874	848	97%	26	34,081	16,083	47%	17,998
Museum (74-12)					81,335	63,471	78%	17,864
Total Revenues	7,569,402	7,363,612		205,790	7,322,506	5,248,597		2,073,909
Debenture & Loan Principal Payments					244,529	244,529		0
Total operating and debt repayment	7,569,402	7,363,612		205,790	7,567,035	5,493,126		2,073,909

TOWN OF RIMBEY								
VARIANCE REPORT								
FOR THE TEN MONTH PERIOD ENDING OCTOBER 31, 2025								
CAPITAL	Grants and reserves	Operating surplus				Year to Date		Variance
								0
IT - Computers - 6 workstations replacements	20,000					5,014		14,986
Council Tablets	20,000							20,000
JD Backhoe	230,000					227,535		2,465
Town Signs	70,000							70,000
Water Meters	50,000					40,338		9,662
Main Water Valves 6 valves and 3 hydrants	50,000							50,000
Curb cock Stand Replacements	12,000							12,000
2025 Street Improvements								
43 St Road Constr	774,924					774,924		0
54 Ave Road Const 44 St to Hwy 20	552,183					379,935		172,248
Curbs and Gutters for above project	325,000							325,000
Parks								
Tree Replacement 52 Ave	13,500							13,500
Tennis Courts - asphalt	15,000							15,000
Cemetery								
Trees, shrubs around Ash Garden WH	4,000							4,000
Pool								
Spray Park Flow through System	85,000							85,000
Community Centre								
North Wall - Insulate and Tin-Estimate	20,000							20,000
Arena								
Dehumidifier - Summer Ice	60,000					20,576		39,424
Land - from Ponoka County		36,303				36,303		0
Dog Park		3,894				3,894		0
	2,301,607	40,197				1,488,519		853,285
Total operating and capital	9,871,009	7,403,809		205,790	7,567,035	6,981,645		2,927,194



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

Date Range: 12-Sep-2025 to 26-Nov-2025
Sequence by: Cheque/EFT#
Fund No. Masked: Yes

Supplier Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
CIRCLE T TRANSPORT LTD	51563	12-Sep-2025	Circle T Transport Ltd - call out	315.00
GROCHMAL,DANIEL	51564	12-Sep-2025	Daniel Grochmal - cardlock refund	25.00
Tagish Engineering Ltd.	51565	12-Sep-2025	Tagish - RB148 / Extra Engineering - August 202	18,607.16
ATS Traffic Alberta	51566	24-Sep-2025	ATS Traffic - signs - 43 Street	2,765.39
Cimco Refrigeration	51568	24-Sep-2025	Cimco - water valves on adiabatic condenser - C	5,806.45
COLEMAN,LEANNE	51569	24-Sep-2025	Leanne Coleman - cardlock refund	25.00
Cornell,Gail	51570	24-Sep-2025	G.Cornell -textbook - Dev. course 2026	80.06
DAVISON,KOLISTA	51571	24-Sep-2025	K.Davison - petty cash - Town Office	158.70
DOUGLAS,CRAIG	51572	24-Sep-2025	C.Douglas - expenses - mtg Ponoka County	110.56
DURAND,MELVIN	51573	24-Sep-2025	Melvin Durand - RhPAP - stickers	182.70
Evergreen Co-operative Association	51575	24-Sep-2025	Co-op - parts	4,114.75
Hi-Way 9 Express Ltd.	51576	24-Sep-2025	Hi-Way 9 - freight - ATS Traffic	576.27
Kansas Ridge Mechanical Ltd.	51577	24-Sep-2025	Kansas Ridge Mechanical - CC - repairs MUA/he	115.50
KAUR,HARPREET	51578	24-Sep-2025	Harpreet Kaur - fitness membership refund	166.95
LINDE CANADA INC.	51579	24-Sep-2025	Linde - cylinder rent	54.29
METZGER,KYI	51580	24-Sep-2025	Kyi Metzger - facility deposit refund	675.00
Municipal Property Consultants (2009) Ltd.	51581	24-Sep-2025	Municipal Property Consultants - Oct. 2025 fees	3,711.40
NAPA Auto Parts - Rimbey	51582	24-Sep-2025	Napa - filters	17.84
Nikirk Bros. Contracting Ltd.	51583	24-Sep-2025	Nikirk - fillcrete - 54 Ave/44 St - water leak repair	1,728.72
Parkland Regional Library	51584	24-Sep-2025	Parkland Regional Library System - 4th quarter re	6,360.54
RJ Plumbing and Heating	51585	24-Sep-2025	RJ Plumbing - CC - repairs	249.89
Staples Professional	51586	24-Sep-2025	Staples Professional - office supplies	94.47
Towle,Jeanette	51587	24-Sep-2025	J.Towle - expenses - NPI virtual event	21.00
UniFirst Corporation	51588	24-Sep-2025	UniFirst - coveralls/supplies	235.07
VAINE,KYLE	51589	24-Sep-2025	K.Vaine - reimbursement - air brake course	262.50
VAN TONDER,CHRIS	51590	24-Sep-2025	Chris Van Tonder - cardlock refund	25.00
AN Adventure Distribution & Consulting	51591	25-Sep-2025	An Adventure - supplies	73.08
AUREEN,AUREEN	51592	25-Sep-2025	Aureen Aureen -cardlock refund	25.00
Canadian Pacific Railway Company	51593	25-Sep-2025	CP Railway - Hoadley crossing	365.50
Cooper Roofing	51594	25-Sep-2025	Cooper Roofing - CC - repairs	3,202.50
Rimbey Elementary School Parent Council	51595	25-Sep-2025	Rimbey Elementary School Parent Council - Chili	263.15
Central City Asphalt	51596	01-Oct-2025	Central City Asphalt - PPC#3 - RB148-43 St - rep	538,089.13
Cornell,Gail	51597	01-Oct-2025	G.Cornell -expenses - ADOA Conference	1,191.25
JMC CLEANING SERVICE	51598	01-Oct-2025	JMC Cleaning Service - September 2025 janitorie	2,866.50
Longhurst Consulting	51599	01-Oct-2025	Longhurst Consulting - Desktop - PW	2,179.53
Missing Link Internet	51600	01-Oct-2025	Missing Link Internet - October 2025 fees	498.72
Outlaw Electric Ltd.	51601	01-Oct-2025	Outlaw Electric Ltd - North Lagoon - repairs	420.00
Rimbey Home Hardware	51602	01-Oct-2025	Home Hardware - supplies	154.90
Wolseley Industrial Canada INC	51603	01-Oct-2025	Wolseley - bleach - PW	732.11
556436 Alberta Ltd.	51604	10-Oct-2025	Central Sharpening - ice knife	346.50
Advanced Fire & Safety Systems Inc.	51605	10-Oct-2025	Advanced Fire & Safety - CC kitchen	1,501.50
AMSC Insurance Services Ltd.	51606	10-Oct-2025	AMSC Insurance - Mayor/Council - Oct.2025	49.91
Animal Control Services	51607	10-Oct-2025	Animal Control - Sept. 2025 fees	2,247.00
BAAS,GREG	51608	10-Oct-2025	Greg Baas - cardlock refund	50.00
Black Press Group Ltd.	51609	10-Oct-2025	Black Press Media - Sept.2025 advertisements	2,498.76
Boll,Amanda	51610	10-Oct-2025	Amanda Boll - cardlock refund	25.00
CENTRAL LABS	51612	10-Oct-2025	Central Labs - Sept.2025 - North/South Lagoons	1,543.04
Deal,Natalie	51613	10-Oct-2025	Natalie Deal - cardlock refund	128.95
Empringham Disposal Corp.	51614	10-Oct-2025	Empringham Disposal - Sept.2025 fees	14,621.25
Environmental 360 Solutions (Alberta) Ltd	51615	10-Oct-2025	E360 - Sept.2025 5109-54 St - bin dump/rent	1,124.31
Expert Security Solutions	51616	10-Oct-2025	Expert Security - Well 12 - repairs	3,347.77
FISHER,ZOBEIDA	51617	10-Oct-2025	Z.Fisher (Mindfulness) - yoga classes - Sept.202	110.00
Hi-Way 9 Express Ltd.	51618	10-Oct-2025	Hi-way 9 - freight - WR Meadows	167.86
Imperial Esso Service (1971)	51619	10-Oct-2025	Esso - propane - arena	216.00
Kansas Ridge Mechanical Ltd.	51620	10-Oct-2025	Kansas Ridge Mechanical - CC - repairs	259.88
LMC LEANNE CROSS	51621	10-Oct-2025	LMC (Leanne Cross) - fitness classes - Sept.202	350.00
Longhurst Consulting	51622	10-Oct-2025	Longhurst Consulting - Oct.2025 fees	4,005.62
MLA Benefits Inc.	51623	10-Oct-2025	MLA Benefits - Oct.2025 - Mayor/Coucil HSA - \$	1,723.50



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

Date Range: 12-Sep-2025 to 26-Nov-2025
Sequence by: Cheque/EFT#
Fund No. Masked: Yes

Supplier Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
Rimbey Community Home Help Services	51624	10-Oct-2025	Rimbey Community Home Help Services - 4th qu	49,748.27
Rimbey Express	51625	10-Oct-2025	Rimbey Express - freight	228.00
Rimbey Implements Ltd.	51626	10-Oct-2025	Rimbey Implements - unit 6 - parts	6.60
ROBERTSON,BARRY	51627	10-Oct-2025	Barry Robertson - workboots	220.49
Silver Star Septic Service	51628	10-Oct-2025	Silver Star Septic - outhouse - clean/restock	68.25
SINGH,JASKIRAT	51629	10-Oct-2025	Jaskirat Singh - cardlock refund	25.00
Staples Professional	51630	10-Oct-2025	Staples Professional - office supplies	596.30
Stationery Stories & Sounds (2005)	51631	10-Oct-2025	Stationery Stories Sounds - office supplies	947.11
Superior Safety Codes Inc.	51632	10-Oct-2025	Superior Safety Codes - closed permits - August :	220.50
Tagish Engineering Ltd.	51633	10-Oct-2025	Tagish - RB148 - 2025 Road Improvements	8,432.21
Town Of Rimbey	51634	10-Oct-2025	Town of Rimbey - utilities	2,985.33
Town of Rimbey Library Board	51635	10-Oct-2025	Town of Rimbey Library Board - 4th quarter appr	28,506.92
True Way Tire Ltd.	51636	10-Oct-2025	True Way Tire - PW #58 - repairs	728.70
UniFirst Corporation	51637	10-Oct-2025	UniFirst - coveralls/supplies	229.65
United Farmers Of Alberta	51638	10-Oct-2025	UFA - supplies	108.33
Vicinia Planning & Engagement Inc.	51639	10-Oct-2025	Vicinia - Sept.2025 fees	2,695.10
W.R. Meadows	51640	10-Oct-2025	W.R. Meadows - traffic paint	494.19
Border Paving Ltd.	51641	16-Oct-2025	Border Paving - asphalt	1,005.90
Boys & Girls Club of Wolf Creek	51642	16-Oct-2025	Boys & Girls Club of Wolf Creek (Rimbey) - per 2	10,320.00
GREGG DISTRIBUTORS LP	51643	16-Oct-2025	Gregg - supplies	182.55
Hi-Way 9 Express Ltd.	51644	16-Oct-2025	Hi-Way 9 - freight - ATS Traffic	106.85
MERCER,JURGEN	51645	16-Oct-2025	Jurgen Mercer - demolition rebate DP 27/25	1,000.00
New Can Truck Parts	51646	16-Oct-2025	New Can Truck Parts - Unit #52 - brake inspectio	527.10
PARKS,RICK	51647	16-Oct-2025	Rick Parks - development refund - DP 22/25	3,000.00
Pitney Bowes	51648	16-Oct-2025	Pitney Bowes - Sept - Nov. 2025 - lease	182.04
Rimbey Heating Ltd.	51649	16-Oct-2025	Rimbey Heating - RCMP - repairs - cell block are:	361.31
UniFirst Corporation	51650	16-Oct-2025	UniFirst - coveralls/supplies - PW	117.79
Siebold,JULIA	51651	16-Oct-2025	Julia Siebold - facility deposit refund	650.00
Accu-Flo Meter Service Ltd.	51652	28-Oct-2025	Accu-Flo - meters	27,996.30
ATS Traffic Alberta	51653	28-Oct-2025	ATS Traffic - signs	1,317.37
BROOKS,SETH	51654	28-Oct-2025	Seth Brooks - program refund	135.00
Canadian Pacific Railway Company	51655	28-Oct-2025	Canadian Pacific Railway - Hoadley crossing -Oc	365.50
JOHNSON,MANDI	51656	28-Oct-2025	Mandi Johnson - election worker	250.00
Municipal Property Consultants (2009) Ltd.	51657	28-Oct-2025	Municipal Property Consultants Ltd - November 2	3,711.40
New Can Truck Parts	51658	28-Oct-2025	New Can Truck Parts - CVIP - unit #48	3,113.10
Ormberg,Teresa	51659	28-Oct-2025	Teresa Ormberg - election worker	250.00
Ponoka County	51660	28-Oct-2025	Ponoka County - tippage fees - July - Sept.2025	3,723.60
Red Deer Lock & Safe Ltd.	51661	28-Oct-2025	Red Deer Lock & Safe - rekey/keys Town Office	771.75
RED DEER RAILWAY LIMITED	51662	28-Oct-2025	Red Deer Railway Limited - pipeline crossing Ho	78.75
Staples Professional	51664	28-Oct-2025	Staples Prof - supplies	979.14
STERLING POWER SYSTEMS INC.	51665	28-Oct-2025	Sterling Power Systems - CC - troubleshoot gen	677.25
Towle,Jeanette	51666	28-Oct-2025	J.Towle - expenses - workshop/office supplies	211.09
TOWN & COUNTRY SUPPLIES AND RENTALS LTD.	51667	28-Oct-2025	Town & Country Supplies - rental - RV Park - blo	189.00
UniFirst Corporation	51668	28-Oct-2025	UniFirst - coveralls/supplies	111.86
Wolseley Industrial Canada INC	51669	28-Oct-2025	Wolseley - PW - bleach	642.86
Clark,Wayne	51670	29-Oct-2025	W.Clark - refund - Munis 101 Registration	309.75
Curle,Lana	51671	29-Oct-2025	L.Curle - October 2025 expenses	309.75
Grundy,Bonnie	51672	29-Oct-2025	B.Grundy - October 2025 expenses	309.75
Jaycox,Mathew	51673	29-Oct-2025	M.Jaycox - Octobder 2025 expenses	309.75
JOHNSTONE,RONALD JEFF	51674	29-Oct-2025	J.Johnstone - October 2025 expenses	309.75
Morrish,Melanie	51675	29-Oct-2025	Melanie Morrish - cardlock refund	25.00
NAJERA,OLVERA	51676	29-Oct-2025	Olvera Najera - cardlock refund	25.00
Olvera,Jorge	51677	29-Oct-2025	Jorge Olvera - cardlock refund	25.00
Pankiw,Rick	51678	29-Oct-2025	R.Pankiw - October 2025 expenses	70.56
PETERSON,DUSTIN	51679	29-Oct-2025	Dustin Peterson - facility rental refund	393.75
Rimbey Implements Ltd.	51680	29-Oct-2025	Rimbey Implements - parts	7.69
RJ Plumbing and Heating	51681	29-Oct-2025	RJ Plumbing - replace Rinnia water heater	2,501.63
Staples Professional	51682	29-Oct-2025	Staples Professional - office supplies	26.58



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

Date Range: 12-Sep-2025 to 26-Nov-2025
Sequence by: Cheque/EFT#
Fund No. Masked: Yes

Supplier Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
UniFirst Corporation	51683	29-Oct-2025	UniFirst - coveralls/supplies	117.79
WOODLIFFE,TOM	51685	29-Oct-2025	Tom Woodliffe - cardlock refund	25.00
AMSC Insurance Services Ltd.	51686	05-Nov-2025	AMSC Insurance - Mayor/Council - Nov.2025	49.91
Brandt Tractor Ltd	51687	05-Nov-2025	Brandt Tractor - blades	2,328.36
Bubble Up Marketing	51688	05-Nov-2025	Bubble UP Marketing - Nov. 2025 fees	40.95
CENTRAL LABS	51689	05-Nov-2025	Central Labs - North / South lagoon / Well 13 - Or	2,425.71
CENTRAL SQUARE CANADA SOFTWARE INC.	51690	05-Nov-2025	Central Square - 2026 annual fees	9,001.08
Empringham Disposal Corp.	51691	05-Nov-2025	Empringham Disposal - October 2025 - fees	14,621.25
FISHER,ZOBEIDA	51692	05-Nov-2025	Zobeida Fisher - Mindfulness Yoga - October 202	130.00
FOSS,DENIS	51693	05-Nov-2025	Denis Foss - fitness membership refund	75.60
Grundy,Mark	51694	05-Nov-2025	Mark Grundy - dev. deposit refund - DP 16/25	2,000.00
Grutterink,Herb& Grutterink, Judith	51695	05-Nov-2025	Herb & Judith Grutterink - dev. refund - DP 16/25	1,000.00
HAWK TAIL BREWERY	51696	05-Nov-2025	Hawk Tail Brewery - Christmas 2025 Deposit	1,262.50
Hi-Way 9 Express Ltd.	51697	05-Nov-2025	Hi-Way 9 - freight - Brandt Tractor	212.65
Imperial Esso Service (1971)	51698	05-Nov-2025	Esso - propane	304.00
JMC CLEANING SERVICE	51699	05-Nov-2025	JMC Cleaning Service - October 2025 fees	2,866.50
Lefebvre,Theresa	51700	05-Nov-2025	Refund on account 003-22850-002.	56.33
LINDE CANADA INC.	51701	05-Nov-2025	Linde Canada - cylinder rent Sept.2025	46.57
LMC LEANNE CROSS	51702	05-Nov-2025	LMC - Leanne Cross - fitness classes - Oct.2025	400.00
Longhurst Consulting	51703	05-Nov-2025	Longhurst Consulting - November 2025 fees	4,005.62
Missing Link Internet	51704	05-Nov-2025	Missing Link Internet - Nov. 2025 fees	498.72
MLA Benefits Inc.	51705	05-Nov-2025	MLA Benefits - Nov.2025 - HSA admin fees (Oct.:	1,594.01
NAPA Auto Parts - Rimbey	51706	05-Nov-2025	Napa - filters	315.01
New Can Truck Parts	51707	05-Nov-2025	New Can Truck Parts - Unit #62 - CVIP	1,023.49
ORNAMENTAL BRONZE LIMITED	51708	05-Nov-2025	Ornamental Bronze - columbarium plaque - Laws	630.00
Rimbey Curling Club	51709	05-Nov-2025	Rimbey Curling Club - wallboard signage	210.00
Rimbey Implements Ltd.	51710	05-Nov-2025	Rimbey Implements	110.25
Rimbey Janitorial Supplies	51711	05-Nov-2025	Rimbey Janitorial - CC - supplies	2,601.90
Royal Canadian Legion	51713	05-Nov-2025	Royal Canadian Legion - Rimbey Branch - wreath	100.00
Towle,Jeanette	51714	05-Nov-2025	J.Towle - expenses - prepaid conf fees	1,580.60
UniFirst Corporation	51715	05-Nov-2025	UniFirst - coveralls/supplies	111.86
Vicinia Planning & Engagement Inc.	51716	05-Nov-2025	Vicinia - October 2025 fees	1,790.25
Wolseley Industrial Canada INC	51717	05-Nov-2025	Wolseley - bleach - PW	2,039.36
Accu-Flo Meter Service Ltd.	51718	13-Nov-2025	Accu-Flo - parts	61.95
Black Press Group Ltd.	51719	13-Nov-2025	Black Press Media - Oct. 2025 ads	909.87
Cleartech Industries Inc.	51720	13-Nov-2025	ClearTech - supplies	389.90
CORNERSTONE PILATES STUDIO	51721	13-Nov-2025	Cornerstone Pilates - Oct.2025 sessions	300.00
Environmental 360 Solutions (Alberta) Ltd	51722	13-Nov-2025	E360 - 5109 - 54 St - Oct.2025 bin dump/rent	964.71
GREGG DISTRIBUTORS LP	51723	13-Nov-2025	Gregg Distributors - supplies	63.92
Hi-Way 9 Express Ltd.	51724	13-Nov-2025	Hi-Way 9 - John Brooks Co - freight	80.16
Kurmey,Pamela	51725	13-Nov-2025	Refund on account 003-21810-002.	809.85
Red Deer Lock & Safe Ltd.	51726	13-Nov-2025	Red Deer Lock and Safe - CC - fix door	283.50
Rimbey Art Club	51727	13-Nov-2025	Rimbey Art Club -2025 budget - AB Cultural Days	263.15
Rimbey Express	51728	13-Nov-2025	Rimbey Express - freight	212.50
Rimbey Home Hardware	51729	13-Nov-2025	Home Hardware - supplies	3,533.71
Rimbey Janitorial Supplies	51730	13-Nov-2025	Rimbey Janitorial Supplies - Town/RCMP - office	218.40
Rimbey Lions Club	51731	13-Nov-2025	Rimbey Lions Club - Pancake Breakfast - 2025 B	263.15
Rimbey Nursery School	51732	13-Nov-2025	Rimbey Nursery School - 2025 budget - Hallowee	263.15
Rimbey Sleigh Wagon and Saddle Club	51733	13-Nov-2025	Rimbey Sleigh/Wagon and Saddle Club - 2025 bu	263.15
RMA Insurance Ltd.	51734	13-Nov-2025	RMA Insurance - CR - Rimbey Skating Club - liab	191,436.83
RURAL MUNICIPALITIES OF ALBERTA	51735	13-Nov-2025	RMA - 2025/26 Membership Fee (Aug. 1/25-July 3	261.45
Seidel,Rebekah	51736	13-Nov-2025	Rebekah Seidel - RhPAP - expenses	468.32
Town of Ponoka	51737	13-Nov-2025	Town of Ponoka - yard waste - Oct.2025	47.25
Town Of Rimbey	51738	13-Nov-2025	Town of Rimbey - Oct.2025 - utilities	2,145.30
W.R. Meadows	51739	13-Nov-2025	W.R.Meadows - supplies - PW	304.33
556436 Alberta Ltd.	51740	19-Nov-2025	Central Sharpening - new blade	829.50
AACPO	51741	19-Nov-2025	AACPO - 2025/26 Membership Fees	375.00
AN Adventure Distribution & Consulting	51742	19-Nov-2025	An Adventure - supplies	386.82

Council Board Report

Financial Report 8.1.3



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

Date Range: 12-Sep-2025 to 26-Nov-2025
Sequence by: Cheque/EFT#
Fund No. Masked: Yes

Supplier Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
Animal Control Services	51743	19-Nov-2025	Animal Control - October 2025 fees	3,528.00
Central Alberta Fire Protection	51744	19-Nov-2025	Central Alberta Fire Protection - CC - repairs	367.50
Central City Asphalt	51745	19-Nov-2025	Central City Asphalt - PPC#4 - RB148 - 43 St.	139,400.00
DOUGLAS,CRAIG	51746	19-Nov-2025	C.Douglas - expenses - AB Munis Conf - Calgary	575.58
DOUVILLE,LUCAS	51747	19-Nov-2025	Lucas Douville - cardlock refund	25.00
Engerdahl,Breanna	51748	19-Nov-2025	B.Engerdahl - expense reimbursement - Christmas	160.82
GLENN,CORY	51749	19-Nov-2025	Corey Glenn - Santa Night - wagon rides (2 team)	400.00
Hi-Way 9 Express Ltd.	51750	19-Nov-2025	Hi-Way 9 - freight - WR Meadows	101.12
LOR-AL SPRINGS LTD.	51751	19-Nov-2025	Lor-Al Springs - water	19.35
MOTOROLA SOLUTIONS CANADA INC.	51752	19-Nov-2025	Motorola Solutions - installation -equip- bylaw	12,601.41
Oakcreek Golf & Turf LP	51753	19-Nov-2025	Oakcreek - supplies - unit #49	632.96
PONOKA COUNTY	51754	19-Nov-2025	Ponoka County - West District Fire Dept - 2025 B	263.15
Red Deer Lock & Safe Ltd.	51755	19-Nov-2025	Red Deer Lock & Safe - keys - CC	85.05
Staples Professional	51756	19-Nov-2025	Staples Professional - printer cartridge - PW	754.70
Superior Safety Codes Inc.	51757	19-Nov-2025	Superior Safety Codes - closed permits - Sept.20	517.32
Tagish Engineering Ltd.	51758	19-Nov-2025	Tagish Engineering - RB148 - 2025 Road Improv	1,805.33
TEETS,HEIDI	51759	19-Nov-2025	Heidi Teets - facility deposit refund	375.00
UniFirst Corporation	51760	19-Nov-2025	UniFirst - coveralls/supplies	307.37
WHEELER,LYNNE	51761	19-Nov-2025	Lynne Wheeler - facility deposit refund	150.00
964266 ALBERTA INC.	51762	26-Nov-2025	CLG Displays - Christmas light repairs	241.50
ATS Traffic Alberta	51763	26-Nov-2025	ATS Traffic - signs	289.72
Canadian Pacific Railway Company	51764	26-Nov-2025	Canadian Pacific Railway - Hoadley crossing - Nc	365.50
Curle,Lana	51765	26-Nov-2025	L.Curle - Nov.2025 expenses	192.00
Grundy,Bonnie	51766	26-Nov-2025	B.Grundy - Nov.2025 expenses	575.58
Jaycox,Mathew	51767	26-Nov-2025	M.Jaycox - Nov.2025 expenses	120.00
JOHNSTONE,RONALD JEFF	51768	26-Nov-2025	J.Johnstone - Nov.2025 expenses	492.96
LINDE CANADA INC.	51769	26-Nov-2025	Linde Canada - cylinder rent - Oct.2025	54.29
Municipal Property Consultants (2009) Ltd.	51770	26-Nov-2025	Municipal Property Consultants - Dec.2025 fees	3,711.40
Staples Professional	51771	26-Nov-2025	Staples Professional - office supplies	620.53
UniFirst Corporation	51772	26-Nov-2025	UniFirst - coveralls/supplies	129.28
Wolf Creek Public Schools	51773	26-Nov-2025	Wolf Creek Public Schools - 2025 Budget - Welc	263.15
Wolseley Industrial Canada INC	51774	26-Nov-2025	Wolseley - PW - bleach	642.86
Servus Credit Union - Mastercard	00243-0001	12-Sep-2025	Servus M/C - combined statement - Aug.31, 2025	2,179.53
Workers' Compensation Board - Alberta	00243-0002	12-Sep-2025	WCB - issue date: Sept.06/25	3,357.75
Canada Revenue Agency	00244-0001	24-Sep-2025	CRA - deductions (Sept.07-20/25) biweekly payrc	16,433.93
Eastlink	00244-0002	24-Sep-2025	Eastlink - cable - fitness room - Sept.25	110.46
LAPP	00244-0003	24-Sep-2025	LAPP - Town (Sept.7-20/25) PP#20 2025	8,290.91
MYHSA	00244-0004	24-Sep-2025	myHSA - Sept.15/25	1,562.90
BENEFITS BY DESIGN (BBD)	00245-0001	01-Oct-2025	BBD - Oct.2025	14,416.30
INNOV8 DIGITAL SOLUTIONS INC.	00245-0002	01-Oct-2025	Innov8 - copies - Sept.2025	387.40
LAPP	00245-0003	01-Oct-2025	LAPP - RCHHS (Sept.08 - 21/25) PP#20 2025	563.83
MYHSA	00245-0004	01-Oct-2025	myHSA - Oct.01/25	159.35
ALBERTA MUNICIPAL SERVICES CORPORATION	00246-0001	10-Oct-2025	Alberta Municipal Services Corp - gas/power - Se	50,892.48
Canada Revenue Agency	00246-0002	10-Oct-2025	CRA - deductions (Sept.21-Oct.04/25) biweekly p	17,054.27
Eastlink	00246-0003	10-Oct-2025	Eastlink - cable - fitness centre - Oct.2025	110.46
Evergreen Co-operative Association	00246-0004	10-Oct-2025	Co-op - supplies	1,878.55
LAPP	00246-0005	10-Oct-2025	LAPP - RCHHS (Sept.22-Oct.5/25) PP#21 2025	9,013.84
MYHSA	00246-0006	10-Oct-2025	myHSA - Oct.08/25	1,039.20
Servus Credit Union - Mastercard	00246-0007	10-Oct-2025	Servus M/C - combined statement - Sept.30/25	3,574.06
Telus Mobility Inc.	00246-0008	10-Oct-2025	Telus Mobility - Oct.2025	338.24
Waste Management	00246-0009	10-Oct-2025	Waste Management - Sept. 2025 fees	4,216.19
Workers' Compensation Board - Alberta	00246-0010	10-Oct-2025	WCB - issue date: Oct.06/25	3,357.75
LAPP	00247-0001	16-Oct-2025	LAPP - RCHHS (Oct.6-19/25) PP #22 2025	1,436.53
Meridian OneCap Credit Corp	00247-0002	16-Oct-2025	Meridian OneCap - copier lease (Nov-Jan)	1,801.80
MYHSA	00247-0003	16-Oct-2025	myHSA - Oct.15/25	187.96
Telus Communications Inc.	00247-0004	16-Oct-2025	Telus - Beatty House - Oct.10/25	2,196.88
BENEFITS BY DESIGN (BBD)	00248-0001	28-Oct-2025	BBD - Nov.2025	13,206.23
Canada Revenue Agency	00248-0002	28-Oct-2025	CRA - deductions (Oct.05-18/25) biweekly payroll	16,330.41

Council Board Report

Council Agenda Report 8.1.3



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

Date Range: 12-Sep-2025 to 26-Nov-2025
Sequence by: Cheque/EFT#
Fund No. Masked: Yes

Supplier Name	Chq./EFT#	Chq./EFT Date	Purpose	Amount Allocated to Fund
LAPP	00248-0003	28-Oct-2025	LAPP - Town (Oct.5-18/25) PP #22 2025	8,529.57
MYHSA	00248-0004	28-Oct-2025	myHSA - Oct.27/25	159.35
Canada Revenue Agency	00249-0001	05-Nov-2025	CRA - deductions (Oct.19-Nov.01/25) biweekly p:	29,909.62
MYHSA	00249-0002	05-Nov-2025	myHSA - Oct.31/25	418.53
Waste Management	00249-0003	05-Nov-2025	Waste Management - Oct.2025 fees	4,820.75
Evergreen Co-operative Association	00250-0001	13-Nov-2025	Co-op -supplies	4,721.40
LAPP	00250-0002	13-Nov-2025	LAPP - RCHHS (Oct.20-Nov.02/25) PP #23 2025	563.83
MYHSA	00250-0003	13-Nov-2025	myHSA - Nov.12/25	327.24
Servus Credit Union - Mastercard	00250-0004	13-Nov-2025	Servus M/C - combned statement - Oct.31/25	6,157.00
ALBERTA MUNICIPAL SERVICES CORPORATION	00251-0001	19-Nov-2025	Alberta Municipal Services Corp - Oct.2025 gas/p	46,117.96
Canada Revenue Agency	00251-0002	19-Nov-2025	CRA - deductions (Nov.2-15/25) PP#24 2025	15,246.96
Eastlink	00251-0003	19-Nov-2025	Eastlink - cable - fitness centre - Nov.2025	110.46
INNOV8 DIGITAL SOLUTIONS INC.	00251-0004	19-Nov-2025	Innov8 - copies - Oct.2025	525.07
LAPP	00251-0005	19-Nov-2025	LAPP - RCHHS (Nov.3-16/25) PP #24 2025	563.83
Telus Mobility Inc.	00251-0006	19-Nov-2025	Telus Mobility - Nov.06/25	357.85
Telus Communications Inc.	00251-0007	19-Nov-2025	Telus - Town - Nov.10/25	2,183.14
Workers' Compensation Board - Alberta	00251-0008	19-Nov-2025	WCB - issue date: Nov.06/25	3,357.75
BENEFITS BY DESIGN (BBD)	00252-0001	26-Nov-2025	BBD - Dec.2025	12,762.93
INNOV8 DIGITAL SOLUTIONS INC.	00252-0002	26-Nov-2025	Innov8 - copies - Nov.2025	640.82
LAPP	00252-0003	26-Nov-2025	LAPP - Town (Nov.2-15/25) PP#24 2025	8,569.34
MYHSA	00252-0004	26-Nov-2025	myHSA - Nov.26/25	1,919.58
Total:				1,544,245.61

December 8, 2025

Public Works Report



HIGHLIGHTS

ROADS

- Grading gravel roads and alleys
- Tree trimming of private property trees with branches overhanging into public roadways and alleys restricting travel or causing damage to vehicles & equipment (as per bylaw 990/22 section 14.9 all private property owners are responsible to maintain vegetation growth)
- Trim trees obstructing signage
- Walking trail clean up
- Regular vehicle & equipment maintenance and repairs, annual CVIP inspection on commercial vehicles
- Street sweeping
- Pothole repairs
- Property pre & post inspection reports
- First call locates, emergency locates
- Road improvement project of 54th Ave, 43rd Street and 42nd Street, new signage installed
- Playground zone ends signage & post installation
- Road sign replacements and new installs
- Curb stop repair/replacements
- Water main leak repairs
- Hot asphalt patching at water main repair sites
- Concrete sidewalk replacement after removal to complete curb stop repairs/replacements

WATER

- Routine inspection, treatment and testing (on going)
- Facility equipment maintenance & repairs
- AEP reporting (on going)
- Meter reads (ongoing)
- Zero read meter replacements (ongoing)
- Annual drinking water, wastewater and storm water reporting
- First call locates, emergency locates

WASTEWATER

- Routine monitoring and maintenance
- Testing AEP reporting
- ERRIS reporting (Lagoons) to Federal Government
- Increased treatment at south lagoon, due to volumes hauled by truck into the facility

RECYCLE

- Assist Ponoka County staff as required
- Information research of cost to operate with current contractor's bins and fees
- Haul yard waste/compost from transfer station to Ponoka Land Fill

R.C.M.P. STATION

- Building repairs and maintenance as requested or required

CEMETERY

- Opening and closing of graves and columbarium as requested
- Assist families with their needs

OTHER

- Maintenance at Town Office and Library as requested
- Assist Development Department as required
- Assist Town residents with questions or concerns
- Employee orientation and training
- Quarterly Town of Rimbey owned building inspections
- Beaver dam removal and rodent control

PREPARED BY: Duncan Campbell, Director of Public Works

December 8, 2025

Community Services Report



HIGHLIGHTS

COMMUNITY FITNESS CENTRE

- Memberships remain steady.
- Daily cleaning and maintenance ongoing

RIMBEY AQUATIC CENTRE

- Pool is winterized for the season.
- Snow will be shoveled as needed.
- Weekly building checks are completed on the facility.

ARENA

- Morning practices are finished for the season now that Bentley is open.
- Weekday evening ice slots are full.
- Weekend ice is full, except for a late slot at 8:45 p.m.
- Daily cleaning and maintenance are ongoing.
- Public Skate: Sundays from 5–7:30 p.m.
- Drop-in Youth Shinny: Thursdays from 3–4:15 p.m.
- Parent & Tot Skate: Fridays from 11:30 a.m.–1 p.m.

PROGRAMS

- Fall drop-in programs are running through Christmas, but availability may change depending on instructor schedules and facility bookings.
 - Pickleball: Tue/Thu 1:40–3:30 p.m. & 7–8:30 p.m.
 - Gentle Movement: Tue/Thu 10:30–11 a.m.
 - Walking Group (with FCSS): 11 a.m.–12 p.m.
 - Live, Move, Conquer: Mon 5:45–6:45 p.m.
 - Stretch & Mobility: Wed 7–7:45 p.m.
 - Yoga: Mon 7–8 p.m.
 - Pilates: Sat 10–11 a.m.

EVENTS

- **Santa Night November 27:**
 - We had an amazing turnout of roughly 450 people, despite the cold.
 - A new scavenger hunt for kids was added this year and will run until December 22. All participants are entered into a draw and which will be done on December 23rd.

Council Agenda Item 8.1.5

- Voting for the best light display also continues until December 22, with winners announced on December 24.
- The lights will remain on for everyone to enjoy until January 1.
- The Food Bank had a very successful collection of donations.
- The Historical Society also received cash donations.
- Overall, the event was very well received by the community.

PREPARED BY: Breanna Engerdahl, Director of Community Services

December 8, 2025

Development Officer Report



HIGHLIGHTS

- Resident Questions: Administration is answering ongoing development questions from residents. Questions are typically related to building decks, fences, house renovations and potential business locations.
- Development Permits: Administration has been answering resident questions regarding potential development permits on an on-going basis.
- Certificate of Compliance: Administration has been processing certificates of compliance and accompanying paperwork as requested.

The Following chart outlines the 2025 development statistics:
2025 Development Statistics - Up to November 18, 2025.

	Applied 2025	Issued 2025	In Progress 2025
Development Permit Applications (non change in use / home occupation)	29	26	3
Change in Use / Home Occupation Development Permit Applications	6	4	2
Subdivision Applications	2	2	0
Land Use Bylaw Amendments	6	3	3
Certificate of Compliance Requests	17	17	0
Building Permit Applications	11	9	3

The following development permits have been approved in 2025:

Permit Number	Date Issued	Civic Address	Type of Development
01/25	03.21.2025	4420 Rimstone Drive	Single Family Dwelling
02/25	03.21.2025	4416 Rimstone Drive	Single Family Dwelling
03/25	03.21.2025	4412 Rimstone Drive	Single Family Dwelling Rear Yard Variance
04/25	02.04.2025	5702-43 Street	Signage

05/25	02.04.2025	5121-53 Avenue	Variance on Side and Rear setback on accessory building (7.36m x 6.47M)
06/25	02.20.2025	#25, Town Trailer Park	Accessory Building (3.048m x 4.8768m)
07/25	03.24.2025	5302-52 Street	Change in Use - to allow after school child care in Elementary School
08/25	07.23.2025	4583 Eastview Crescent	Variance on side and rear yard setbacks of Accessory Building (7.38m x 7.39m)
09/25	07.21.2025	4506-51 Avenue	Addition onto existing (16ft x 20ft) Accessory Building.
10/25	04.17.2025	4710-53 Avenue	Variance on side setback of Principal Building.
11/25	05.05.2025	4625-54 Avenue	Removal of Accessory Building (3.07m x 3.70m) Addition onto existing Accessory Building over 13.4m ² , new accessory building totaling 231.53m ² Variance request on side yard setback.
12/25	05.15.2025	5057-50 Avenue	Signage
13/25	08.25.2025	5030-49 Avenue	Eight permanent c-cans & three temporary c-cans.
14/25	05.15.2025	4633-52 Avenue	Front Yard Setback Variance on existing principal building.
15/25	06.05.2025	5509-46 Street	Side Yard Variance on existing principal building.
16/25	09.09.2025	5605-50 Avenue 5805-50 Avenue 5555-50 Avenue	Low pressure Sewer Service and Water Lines
17/25	07.02.2025	6218 Evergreen Close	1639sqft Bungalow with attached garage
18/25	07.21.2025	5205 Westview Drive	1589sqft B-Level with attached garage
19/25	07.21.2025	5100-61 Avenue	Change in use -

			Discretionary. Installation of 3 Tanks (1.65m x 1.55m) and storage shed (7.3152m x 3.6576m)
20/25	07.21.2025	5001-50 Avenue	Signage
21/25	09.03.2025	5333-46 Avenue	Home Occupational Business
22/25	09.03.2025	4551 Eastview Crescent	5.76m ² addition on existing deck
23/25	10.07.2025	5905-50 Avenue	Change in Use – Land Use Amendment - DISCRETIONARY
24/25	09.04.2025	4934-50 Avenue	Signage
25/25		-In Progress-	
26/25	10.09.2025	5505-46 Street	Accessory Building (3.6576m x 6.096m)
27/25	09.29.2025	4814-51 Avenue	Demolition of House and Detached garage - Corner lot - Fence
28/25	10.09.2025	5049-50 Avenue	Signage
29/25		-In Progress-	
30/25	10.15.2025	5100-61 Avenue	Signage
31/25		-In Progress-	
32/25		-In Progress-	
33/25	10.09.2025	4639-50 Avenue	Signage
34/25	10.24.2025	4934-49 Avenue	Signage
35/25		-In Progress-	

**The following chart outlines historic development statistics:
Historic Development Statistics**

	2024		2023		2022		2021		2020	
	Applied	Issued	Applied	Issued	Applied	Issued	Applied	Issued	Applied	Issued
Development Permit Applications	33	31	44	40	47	44	41	40	34	33
Change in Use / Home Occupation Development Permits Applications	5	5	3	3	8	8	9	9	13	13
Subdivision Applications	2	1	1	0	2	1	1	1	3	3
Land Use Bylaw Amendments	2	2	0	0	1	1	4	4	4	4

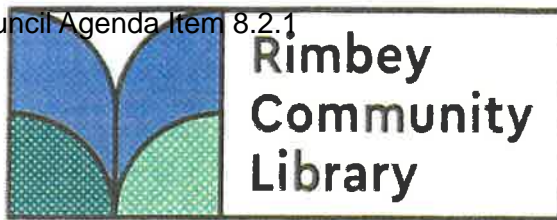
Council Agenda Item 8.1.6

Certificate of Compliance Requests	19	19	10	8	11	11	18	18	12	12
Building Permit Applications	14	12	19	12	28	13	30	30	12	12

PREPARED BY: Liz Armitage, Development Officer



Date	Project Manager	Status Update
Town of Rimbey		
RBYM0000.25 RB00 - 2025 General Engineering		
September 25, 2025	Smith, Greg	There are no current general assignments.
October 9, 2025	Smith, Greg	No current deliverables at this time.
October 23, 2025	Smith, Greg	No current deliverables at this time.
November 6, 2025	Smith, Greg	We are completing a conceptual trail estimate for a northern trail by 58th Ave.
RBYM00148.00 RB148 - 2025 Road Improvements		
September 25, 2025	Kunkel, Chadwick	Project has been completed. Holdback release is November 3rd, which will be the final PPC #4. As construction drawings are ready for internal review.
October 9, 2025	Smith, Greg	Holdback release is November 3rd, which will be the final PPC #4. As construction drawings are being completed.
October 23, 2025	Kunkel, Chadwick	Once the final PPC #4 is issued on November 4th, there will no longer be any updates for this project. As construction drawings are being completed and will be issued prior to Christmas.
RBYM00151.00 RB151 - 51st Ave Infrastructure Replacement		
September 25, 2025	Smith, Greg	We will discuss setting up a meeting with the Town to review this design this fall.
October 9, 2025	Smith, Greg	No change
October 23, 2025	Smith, Greg	We are going to review preliminary designs with Rimbey in early November.
November 6, 2025	Smith, Greg	We met with the Town and will complete the preliminary designs this month.
RBYM00152.00 RB152 - 53rd Avenue Infrastructure Repl		
September 25, 2025	Smith, Greg	We will discuss setting up a meeting with the Town to review this design this fall.
October 9, 2025	Smith, Greg	No change
October 23, 2025	Smith, Greg	We are going to review preliminary designs with Rimbey in early November.
November 6, 2025	Smith, Greg	We met with the Town and will complete the preliminary designs this month.



MINUTES: RIMBEY COMMUNITY LIBRARY BOARD MEETING September 18, 2025

1. **Call to order:** The Chair called the meeting to order at approximately 2:08 pm. Attended by Jean Keetch, Carrie Korpiniski (left at 3:30), Mike Boorman, John Hull, Ginny Grinde, Angela Bennik and Samantha Sansome. Absent: Wayne Clark, Jamie Coston, Marg Ramsey

2. **Land Acknowledgement:** Samantha read the land acknowledgment and offered to do the next as well.

3. **Approval of the Agenda:** Ginny moved to accept the Agenda with additions noted. Approved.

4. **Approval of the Minutes of Previous Meeting:** Jean noted that the previous Minutes should be revised to read "*The reconciled balance was not available due to a conflict between the bank's schedule and our meeting date*", not because of Emily Peacock's schedule. Jean also noted that the minutes should show under Correspondence "*that the Town rejected our Bylaw*", not our financials. Ginny moved to accept the Minutes of the previous meeting as revised.

5. Financial, Correspondence, and Librarian's Report:

a. **Approval of Financial reports:** There was a discussion about the extent of financial reporting the Board needed to review and it was agreed that the Income/Expenses report was fine for monthly review, with all other information being available on request. Angela moved to accept the financials, seconded by John, carried.

b. **Review of Correspondence:** There was a letter from PLSB asking for revisions to some of our policies. These have been rectified. In response to another request from PLSB, Jean noted the grant report has been submitted. Samantha moved acceptance, carried.

c. **Review of Manager's report:** Jean noted an addition to her report: *She will be hosting an All Candidates municipal Forum October 6 at the Community Centre*. Ginny moved acceptance, carried.

6. Old Business:

a. **Transition Team Report:** Samantha reported that the team, after working through the summer, had made an accepted offer to Carrie to become our new Manager, starting November 1, 2025. Congratulations all! *Info*

b. **Five Year Service Plan Update:** Carrie reported that the plan was still in the information gathering phase. A questionnaire has been prepared for community input. Ginny volunteered to sit at the Coop and try to get people to answer the questions. Mike and John will take the questionnaire to the United Church. *Action: Ginny, Mike, John*

c. **County Funding Update:** Jean has had discussions with both the Reeve and the Manager at the County. There is still some confusion between their intent and their actual funding commitment. Mike as Chair will write a letter to the County requesting a meeting with a few Board members to clarify (possible Ginny, John and Mike). *Action: Ginny, Mike, John*

d. **Public Art Committee Update:** Ginny has talked to the Art Club and there is interest in showing some of their permanent collection in the Program Room. John reported that we will shortly have 5 of Barb Brooks' large water colours framed and ready to show as well. Also the original mural artwork by Emily Hull is framed and could be hung as part of the Library's art collection. Details relating to hanging, liability etc. to be resolved with the Art Committee, with John offering to be the contact. *Action: John, Ginny*

7. New Business:

a. **Forever Canada Petition:** After an explanation of the petition by Jean, John moved, Ginny seconded that a regular signing schedule be set in the library to gather signatures. Carried.

b. **Policies and Bylaws:** Policies 7.2 Acquiring library material, 8.2 Provisions for persons needing assistance, 8.4 Resource sharing, were all moved to be accepted by Ginny, seconded by John. Carried. Ginny moved that the Bylaws be re-approved as presented, Mike seconded, Carried.

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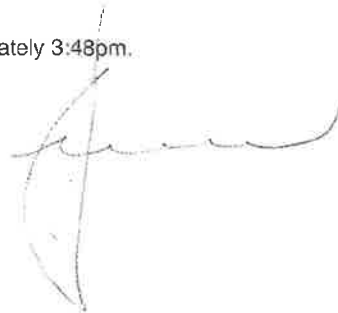
Council Agenda Item 8.2.1

c. 2026 Budget: Two budget scenarios were presented and discussed. One was based on Jean's recommendation and the other had some different approaches based on Carrie's ideas. Carrie had left the meeting, but the Board felt it was important to discuss the budgets with her as well. This discussion can occur at our next meeting in October with the results being incorporated into the Budget submission to the Town thereafter. *Info. Action: Board*

d. Investment Accounts: Jean request Board input on some upcoming investments coming due. Ginny moved, Mike seconded, that Jean reinvest the money at Servus in GIC funds at the appropriate term, Carried.

8. **Next Meeting: October 23, 2025 2:00pm at the Library.** The secretary, John, will not be in attendance. Ginny will take the Minutes.

9. **Adjourn:** Mike moved the meeting be adjourned at approximately 3:48pm.

A handwritten signature in dark ink, appearing to be 'John', is written over the text of item 9. The signature is stylized and somewhat cursive.

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Beatty Heritage House Society Minutes

September 2nd, 2025

The meeting was called to order at 7:45 by Vice-Chairperson, Phayrene Altman.

In attendance: Phayrene Altman Florence Stemo
 Jackie Anderson
 Annette Boorman Teri Ormberg
 Lana Curle

MINUTES of July 7th Meeting read. Adopted as presented.

CORRESPONDENCE : None.

TREASURER'S REPORT: Jackie reported that the proceeds from the annual Rodeo Barbecue amounted to \$3036.45. Expenses were \$980.79. To be noted is the fact that \$500 of this amount was a donation from MNP, which sponsored our event this year, and \$532.00 which MNP paid to cover the cost of their patrons' lunches. Our sincere Thanks to MNP for their support in this the Centennial Year of the Beatty House.

It was a pleasant surprise that the Beatty Heritage House Society was chosen to receive the voluntary donations from Rimbey's Evergreen Co-op's 2025 Rodeo Pancake Breakfast. Audreyann accepted the cheque for \$1210.65 from representatives of the Co-op at the Centennial Celebration of the Beatty Heritage House on August 7th. A huge vote of thanks is owed to our local Co-op for this unsolicited support. Current Balance is \$21,901.28

OLD BUSINESS:

BHH - 100th BIRTHDAY - 2025: A lovely day for our Centennial Celebration Tea. 65 in attendance. A feeling of appreciation and support for the Beatty Heritage House. Our Thanks to Mayor Pankiw who brought greetings and good wishes from the Town; and to Councillors Lana Curle and Gayle Rondeel who also attended our milestone event.

Charter Member of our Society Murray Ormberg read a congratulatory message from Minister Jason Nixon, and the message in the framed letter from the Government of Alberta.

Other participants in the program portion of our event were Board Members: Florence Stemo - who gave a brief report of how Jack and Violet Beatty's home became the Beatty Heritage House, ending it by reading the congratulatory message from Gary Chen, the still-active Heritage Conservation Advisor who recognized 40 years ago the historic significance and potential of the House.

Judy Larmour - who explained the process through which a property becomes a Registered Historic Resource; and the responsibility that comes with such designation. Teri Ormberg - who expressed Thanks to those present for their attendance; and to the individuals and groups who have supported the Beatty Heritage House through the years.

Longtime supporter Christine Hedges ended the program with several vignettes from her bank of memories relating to the Beatty House.

NEW BUSINESS:

INVITATION: Unanimous Decision made to invite all members of the Wooddale Ladies Club as guests to Chantelle Marie's concert, at which event the winning ticket in the Quilt Raffle is to be drawn.

HEDGE: MOVED by Annette seconded by Lana that Phayrene contact Kelsey of Apex Landscaping re a quote for trimming the hedge. CARRIED.

NEXT MEETING: OCTOBER 6th, 2025

ADJOURNMENT: 9:00PM.

Florence Stemo Secretary

Minutes Adopted: October 6th, 2025.

Beatty Heritage House Society Minutes

October 6th, 2025

The meeting was called to order at 7:40 by Chairperson AudreyAnn Bresnahan.

In attendance: AudreyAnn Bresnahan Jackie Anderson

Florence Stemo

Annette Boorman

Teri Ormberg

MINUTES of the September Meeting read. Adopted as presented.

CORRESPONDENCE : None.

TREASURER'S REPORT: In her Report Jackie highlighted the support the Beatty Heritage House Society has received from the Town of Rimbey during the Centennial Year of the House - Annual Grant - \$4000; Recreation Grant (Rodeo Parade Barbecue) - \$263; Gift of two crabapple trees - \$250. This assistance is much appreciated, especially in light of the fact that the conservation work done so far this year (windows in the living room and upstairs, and roof repair) and the trimming of the hedge have cost more than \$3000. Current Balance is \$21,943.08.

OLD BUSINESS:

SUMMER EMPLOYEE: Jackie will apply for a grant from Canada Jobs to be applied to the cost of a wage for an employee for the 2026 summer season. MOVED by Annette seconded by Teri that the Board offer an hourly wage of \$17. CARRIED.

GROUND CARE: HEDGE trimmed by Apex Landscaping at a cost of \$600. Thanks to Les Bergen for cutting the large fallen branch of the original crabapple tree free from the tree, and removing it from the premises.

ALBERTA CULTURE DAYS : Chantelle Marie's CONCERT- 24 in attendance - a pleasant evening - Chantelle's voice, songs, and message much enjoyed - keyboard accompaniment by Alex Chernega "fantastic".

QUILT RAFFLE: "Wooddale Stars" quilt won by Mark Bartsch of Wetaskiwin. All 1525 tickets were sold.

NEW BUSINESS:

BHH - 100TH BIRTHDAY EVENT: CONCERT - Alberta singer Leanne Lightfoot with Jaime Newsom on bass set for Sunday, October 26th at 3:30 pm. Thanks to John and Christine (Seidel) Wassener for co-sponsoring the event.

REQUEST by Treasurer, Jackie Anderson, to raise the limit on the Society's Servus Mastercard from \$1000 to \$2500, as some invoices re conservation work amount to more than \$1000. MOVED by Annette seconded by Florence that Jackie's request be granted. CARRIED.

ANNOUNCEMENT: Rimbey Group of Amnesty International is sponsoring a speaker from Uganda. She will report on the positive impact the Canadian Foodgrains Bank is having in Africa. The session is to be held at the Beatty Heritage House, starting at 2:00 pm on November 5th.

DECISION: Unanimous agreement that we hold our winter meetings at 10:00 am on the first Monday of each month.

NEXT MEETING: November 5th, 2025 10:00 am.

ADJOURNMENT: 8:55 pm by AudreyAnn.

Minutes Adopted: November 5th, 2025. FS.

NEW BUSINESS:

INVITATION: Unanimous Decision made to invite all members of the Wooddale Ladies Club as guests to Chantelle Marie's concert, at which the winning ticket in the Quilt Raffle is to be drawn.

MOVED by Annette seconded by Lana that Phayrene contact Kelsey of Apex
HEDGE: MOVED by Annette seconded by Lana that Phayrene contact Kelsey of Apex
Landscaping re a quote to trim the hedge. CARRIED.

NEXT MEETING: OCTOBER 6th, 2025

ADJOURNMENT: 9:00PM.	Florence Stemo	Secretary
Minutes Adopted: October 6th, 2025.	FS	

NEXT MEETING: September 2nd, 2025.

ADJOURNMENT: 9:30 pm.	Florence Stemo	Secretary
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Minutes Adopted: September 2nd, 2025.	FS
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Beatty Heritage House Society Minutes

November 3rd, 2025

The meeting was called to order at 10:40 by Chairperson AudreyAnn Bresnahan.

In attendance: AudreyAnn Bresnahan

Jackie Anderson

Florence Stemo

Phayrene Altman

Judy Larmour

Annette Boorman

Teri Ormberg

Ed Grumbach

Evie Burns - Member

Bonnie Grundy - Town Councillor

MINUTES of the October Meeting read. Adopted as presented.

CORRESPONDENCE : None.

TREASURER'S REPORT: Jackie reported a Balance of \$17,620.59.

OLD BUSINESS:

BHH - 100TH BIRTHDAY EVENT: Concert - Almost a Full House. Singer Leanne Lightfoot with Jamie Newsom on Bass well-received.

CONSERVATION WORK: Judy gave a report re the replacement of some shingles and the roof cap on the cedar roof. MOVED by Jackie seconded by Florence that we make application to Historic Resources Management Branch for a Grant to assist us with the cost of the repairs to the roof. CARRIED.

NEW BUSINESS:

BHH - 100TH BIRTHDAY EVENT - Decision made that in lieu of having an event in late Nov. and another in early Dec., we will have an evening in keeping with the Spirit of the Christmas Season before mid-December - Open to the Public; No Charge.

Volunteer Committee (Annette, Florence, Jackie, and Judy) will plan the evening.

CHRISTMAS LIGHT-UP: Workbee to string the lights set for Nov. 10th to be ready for Santa Night (Nov. 27th)

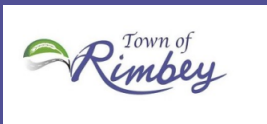
DNE RESOURCES: An energy mnagement firm has advised the Treasurer that we could be paying less for utilities than we are. Jackie will keep us posted.

NEXT MEETING: December 1st, 2025 10:00 am.

ADJOURNMENT:

Minutes Adopted: December 1st, 2025.

Town Council
REQUEST FOR DECISION



Meeting: December 8, 2025
Submitted By: Bonnie Rybak, Executive Assistant
Subject: Heartland Training and Support Hub - (Formerly: Alberta Farm Safety)
Item For: ☒ Public Information -or- ☐ Closed Session

BACKGROUND:

Administration received correspondence from Heartland Training and Support Hub - (Formerly: Alberta Farm Safety)

RECOMMENDATION:

Administration recommends Council accept the correspondence from Alberta Farm Safety, as information.

ATTACHMENTS:

[Annual Update Letter - Town of Rimbey](#)
[2024 - 2025 School Visits Report](#)

PREPARED BY: Bonnie Rybak, Executive Assistant

November 19, 2025
Date

ENDORSED BY:

A handwritten signature in blue ink, appearing to read "Craig Douglas".

Craig Douglas, Chief Administrative Officer

November 20, 2025
Date



265 East 400 South | Box 291 | Raymond | Alberta | T0K 2S0 | 403 752-4585 | www.heartlandsupport.ca

Craig Douglas | Chief Administrative Officer | Town of Rimbey

Subject line: Supporting Farm Safety Education in Alberta Schools – 2025 Update & Request

Hello Craig,

On behalf of Heartland Training & Support Hub (formerly Farm Safety Centre), I am pleased to provide the Town of Rimbey with this annual update on the Safety Smarts program, along with our annual donation request.

Thanks to the generosity of many Counties, MDs, Agricultural Societies, Hutterite colonies, rural communities, and private donors, we successfully raised enough matching funds to qualify for the Sustainable Canadian Agricultural Partnership (SCAP) grant. This allowed us to resume Safety Smarts delivery in October 2024 after a temporary pause.

From October 2024 through June 2025, our team of seven instructors delivered **1,754 farm safety presentations to 37,118 rural elementary students at 405 rural elementary schools across Alberta**. Teachers consistently tell us the program is valuable:

- 98% reported the presentations engaged their students
- 99% said the content was relevant and informative
- 98% want the program again next year

For your reference, we've attached our **2024–2025 School Visits Report**, showing the program's reach across Alberta.

Your Community's Support:

Since 2016, the Town of Rimbey has contributed a total of **\$800** through **4 donation(s)**. Most recently, we received **\$200** on **2023-06-09**. We are deeply grateful for this past support and invite you to join us again in 2025.

2025 Request:

This year, we are inviting each rural community across Alberta to contribute **\$500** to help cover a portion of the cost to run the Safety Smarts program. If this amount does not fit your budget, we warmly welcome and encourage donations of any amount that works best for your community. All donors will be recognized on our website and in our social media channels.

How to Donate:

- E-Transfer: donations@heartlandsupport.ca
- Cheque: payable to *Heartland Training & Support Hub*
- Mailing Address: PO Box 291, Raymond, AB T0K 2S0

As a registered charity, all donations are eligible for a charitable tax receipt.

Council Agenda Item 9.1

If you have any questions or concerns about the work we do or if you have noticed that a school in your community is not being visited, please reach out to Carma, our Program Manager at programs@heartlandsupport.ca for more information.

Thank you for continuing to help us keep rural children safe.

Safe Trails,

Jordan Jensen | Executive Director

Heartland Training & Support Hub (Formerly: Farm Safety Centre)

Office: 403.752.4585

Cell: 403.593.8960





265 East 400 South | Box 291 | Raymond | Alberta | T0K 2S0 | 403 752-4585 | www.heartlandsupport.ca

School Visits by County: September 2024 - June 2025

School: County ↑	School: Account Name	Total # Pres	Total # Students	Date
Athabasca County	Grassland Community School	4	56	2025-01-27
	New Pine Colony School	1	22	2025-02-12
	Rochester School	2	20	2025-03-06
Subtotal	Sum	7	98	
Beaver County	Tofield School	6	110	2024-11-06
	Iron Creek Colony School	1	14	2024-11-27
	Holden Colony School	1	12	2024-11-27
	Viking School	6	125	2024-12-05
	Tofield Colony School	1	14	2024-12-16
	C.W. Sears Elementary School	7	239	2025-01-13
	Viking Colony School	1	21	2025-05-05
Subtotal	Sum	23	535	
Camrose County	Bawlf School	6	138	2024-10-18
	Hay Lakes School	6	93	2024-10-28
	Rosalind Colony School	1	22	2024-12-11
	Camrose Colony School	1	5	2024-12-16
	Bashaw School & ECS	6	118	2025-01-15
	Sifton School	7	291	2025-04-07
	New Norway School	6	90	2025-04-15
	Cornerstone Christian Academy	3	52	2025-04-17
	Round Hill School	3	75	2025-05-23
	Hartland Colony School	1	26	2025-06-24
Subtotal	Sum	40	910	
Cardston County	Big Bend Colony School	1	25	2024-12-16
	Blue Ridge Colony School	1	15	2024-12-17
	Crystal Spring Colony School	1	21	2025-01-14
	Huttenville Colony School	2	15	2025-01-21
	Old Elm Spring Colony School	2	19	2025-03-31
	Magrath Elementary School	8	182	2025-05-05
	Magrath Elementary School	9	207	2025-05-06
Subtotal	Sum	24	484	
Clear Hills County	Hines Creek Composite School	5	54	2025-05-06
Subtotal	Sum	5	54	
Clearwater County	Ecole Rocky Elementary School	11	206	2024-11-25
	Caroline School	7	171	2024-11-27
	Charlotte Small Elementary School	9	198	2024-12-02
	Rocky Christian School	4	111	2025-05-14
Subtotal	Sum	31	686	
County of Barrhead	Neerlandia Public Christian School	9	177	2025-04-01
	Dunstable School	4	51	2025-05-27
Subtotal	Sum	13	228	
County of Forty Mile	Plainview Colony School	1	15	2025-01-27
	Cherry Coulee Christian Academy	3	53	2025-03-03
	Foremost School	4	86	2025-05-20
Subtotal	Sum	8	154	
County of Grande Prairie	Grandview Colony School	1	12	2024-11-25
	Elmworth School	0	0	2025-01-20
	Valhalla Community School	4	37	2025-04-07

Council Agenda Item 9.1

		Robert W. Zahara	9	170	2025-04-28
		Robert W. Zahara	9	180	2025-04-29
		Elmworth School	4	45	2025-05-20
		Hythe Elementary School	8	123	2025-05-27
		Wembley Elementary School	7	106	2025-06-16
Subtotal	Sum		42	673	
County of Lethbridge		Gold Ridge Colony School (Turin Colony)	2	30	2025-01-28
		Coalhurst Elementary School	8	171	2025-01-29
		Rock Lake Colony School	2	7	2025-01-30
		Shadow Ranch Colony School	1	22	2025-02-03
		St. Joseph's School	7	150	2025-02-25
		St. Joseph's School	5	106	2025-02-26
		Noble Central School	7	160	2025-03-18
		Coalhurst Elementary School	4	90	2025-03-24
		Gold Ridge Colony School (Turin Colony)	1	18	2025-03-27
		Sunnyside School	6	132	2025-04-10
		Coaldale Christian School	7	111	2025-05-02
		St. Catherine School	8	147	2025-05-15
		Chin Lakes Colony School	1	13	2025-06-16
		Chin Lakes Colony School	1	9	2025-06-19
Subtotal	Sum		60	1166	
County of Minburn		Mannville School	6	90	2024-10-30
		Delnorte School	2	31	2025-01-08
		A.L. Horton Elementary School	6	290	2025-01-20
		St. Martin's Catholic School	8	222	2025-04-04
		Pleasant Ridge Colony School	1	22	2025-06-13
		Creighton Colony School	1	19	2025-06-13
Subtotal	Sum		24	674	
County of Newell		Spring View Colony School	1	26	2025-05-08
		Springside Colony School	1	12	2025-05-08
		Christ The King Academy	5	121	2025-05-12
		Christ The King Academy	4	122	2025-05-13
		Bassano School	6	126	2025-05-26
		Newell Christian School	4	62	2025-05-27
		Newell Colony School	1	18	2025-06-05
		Lathom Colony School	1	16	2025-06-05
		Griffin Park School	8	133	2025-06-10
Subtotal	Sum		31	636	
County of Northern Lights		Dixonville School	2	26	2025-04-08
Subtotal	Sum		2	26	
County of Paintearth		Coronation School	6	88	2025-02-24
		Theresetta Catholic School	4	43	2025-02-27
		Lanes Lake Colony School	1	12	2025-06-20
Subtotal	Sum		11	143	
County of St. Paul		Glen Avon School	4	61	2025-03-11
		Glen Avon School	5	96	2025-03-12
		Glen Avon School	4	63	2025-03-13
		Ecole du Sommet School	0	0	2025-04-01
		Ecole du Sommet School	7	111	2025-04-01
		Elk Point Elementary School	9	180	2025-04-03
		Ashmont Elementary School	8	161	2025-04-30
Subtotal	Sum		37	672	
County of Stettler		Donalda School	4	41	2024-12-12
		Big Valley School	4	63	2025-01-22
		Erskine School	6	97	2025-04-28
		Stettler Elementary School	7	262	2025-04-30
		Stettler Elementary School	8	298	2025-05-02
		Erskine Colony School	1	26	2025-05-12
		Botha School	3	42	2025-05-26
		Gadsby Colony School	1	14	2025-06-04
		Byemoor Colony School	2	30	2025-06-05

Council Agenda Item 9.1

	Whitesand Colony School	1	4	2025-06-11
	Lone Pine Colony School	1	25	2025-06-11
	Donalda Colony School	1	12	2025-06-16
	Star Ridge Colony School	1	18	2025-06-24
Subtotal	Sum	40	932	
County of Thorhild	Thorhild Central School	3	92	2025-02-25
	Thorhild Central School	4	87	2025-05-12
Subtotal	Sum	7	179	
County of Two Hills	Hairy Hill Colony School	1	15	2025-01-28
	Plain Lake Colony School	1	31	2025-02-10
	Two Hills School	6	83	2025-02-11
	New Myrnam School	3	44	2025-03-04
	Two Hills Mennonite School	8	179	2025-03-18
	Two Hills Mennonite School	8	172	2025-03-19
Subtotal	Sum	27	524	
County of Vermilion River	Hillmond Central School	5	102	2025-02-05
	Vermilion Elementary School	10	241	2025-02-20
	St. Jerome's School	0	0	2025-02-27
	Queen Elizabeth Elementary School	8	182	2025-03-10
	Marwayne Jubilee School	5	101	2025-03-27
	Dewberry School	3	45	2025-05-20
	Kitscoty Elementary School	11	241	2025-05-26
	Marwayne Jubilee School	5	101	2025-05-29
	South Ferriby Colony School	1	27	2025-06-23
Subtotal	Sum	48	1040	
County of Warner	Delco Colony School	2	30	2024-12-03
	Gold Spring Colony School	1	13	2024-12-05
	Bluegrass Colony School	1	15	2024-12-17
	Fairlane Colony School	2	20	2025-01-15
	Miami Colony School	1	10	2025-01-16
	Prairie Home Colony School	1	25	2025-01-23
	Evergreen Colony School	1	23	2025-02-04
	Hofmann Colony School	2	26	2025-02-05
	Milk River Elementary School	6	98	2025-02-11
	O.K. Colony School	1	12	2025-03-19
	Milford Colony School	1	12	2025-03-19
	Raymond Elementary School	8	171	2025-04-07
	Raymond Elementary School	8	209	2025-04-08
	Raymond Elementary School	8	192	2025-04-09
	Elm Spring Colony School	1	20	2025-06-02
	Raymond Elementary School	0	0	2025-08-25
Subtotal	Sum	44	876	
County of Wetaskiwin	Silver Creek Colony School	1	17	2024-11-04
	Pine Haven Colony School	1	17	2024-11-04
	Alder Flats Elementary School	4	62	2024-12-02
	Clear Vista School	8	156	2025-01-27
	Clear Vista School	8	165	2025-01-30
	Griffiths-Scott Middle School	8	198	2025-02-05
	Gwynne School	4	75	2025-03-10
	Pipestone School	4	69	2025-03-13
	Winfield School	4	72	2025-04-22
Subtotal	Sum	42	831	
Cypress County	Seven Persons School	8	150	2025-03-14
	Murray Lake Colony School	1	16	2025-06-11
	Elkwater Colony School	2	22	2025-06-11
Subtotal	Sum	11	188	
Flagstaff County	Daysland School	7	137	2024-11-29
	Wavy Lake Colony School	1	8	2024-12-11
	Forestburg School	5	87	2025-01-29
	Killam Public	7	94	2025-05-08
	Central High Sedgewick Public School	7	144	2025-05-20

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	Lougheed Colony School	1	25	2025-06-16
	South Bend Colony School	1	10	2025-06-20
Subtotal	Sum	29	505	
Foothills County	Cayley School	4	82	2025-03-18
	Cayley Colony School	1	24	2025-04-16
	MacMillan Colony School	1	17	2025-04-16
	High River Colony School	1	9	2025-04-17
	Blackie School	6	107	2025-04-28
	Turner Valley Elementary School	8	164	2025-05-01
	Longview School	3	53	2025-06-10
Subtotal	Sum	24	456	
Kneehill County	Trochu Valley School	7	157	2024-11-26
	Three Hills School	8	165	2025-01-13
	Three Hills Colony School	2	31	2025-01-17
	May City Colony School	1	13	2025-01-29
	Dr. Elliott Community School	4	87	2025-01-30
	Carbon School	2	28	2025-02-05
	Valleyview Torrington Colony School	1	14	2025-02-05
	Prairie Christian Academy Elementary School	7	146	2025-03-13
	Huxley Colony School	1	17	2025-05-15
	Britestone Colony School	1	15	2025-06-11
Subtotal	Sum	34	673	
Lac La Biche County	Ecole Plamondon School	6	134	2025-05-14
	Ecole Plamondon School	2	123	2025-05-27
Subtotal	Sum	8	257	
Lacombe County	Alix MAC School	4	94	2024-11-18
	Bentley School	1	24	2025-01-09
	Bentley School	8	199	2025-01-10
	Bentley School	0	0	2025-01-13
	Clive School	6	128	2025-02-03
	Ecole Lacombe Upper Elementary School	8	302	2025-04-24
	Alix Colony School	1	19	2025-05-12
	Pleasant Valley Colony School	1	33	2025-06-18
	Bentley Colony School	1	6	2025-06-18
Subtotal	Sum	30	805	
Lac Ste. Anne County	Rochfort Bridge Colony School	1	22	2024-11-12
	Grasmere School	6	106	2025-02-25
	Onoway Elementary School	8	200	2025-03-06
	Onoway Elementary School	9	198	2025-03-07
	Darwell School	7	122	2025-03-12
	Sangudo Community School	6	100	2025-04-03
	Elmer Elson Elementary School	8	177	2025-04-08
	Elmer Elson Elementary School	6	148	2025-04-09
Subtotal	Sum	51	1073	
Lamont County	Bruderheim Community School	6	112	2025-03-17
	Lamont Elementary School	14	333	2025-05-15
Subtotal	Sum	20	445	
Leduc County	Calmar Elementary School	7	206	2024-12-09
	New Sarepta Elementary School	7	213	2025-02-10
	Thorsby Elementary School	7	204	2025-02-12
	Ecole Champs Vallee School	6	247	2025-03-03
	Ecole Champs Vallee School	7	229	2025-03-06
	Warburg School	6	127	2025-04-10
	Saint-Andre Academy	7	259	2025-05-14
	Saint-Andre Academy	0	0	2025-05-16
	Warburg Colony School	1	17	2025-06-17
Subtotal	Sum	48	1502	
M.D. of Acadia	Meridian Colony School	1	4	2025-06-05
	Acadia Colony School	1	12	2025-06-05
Subtotal	Sum	2	16	
M.D. of Big Lakes	Bishop Routhier School	4	30	2024-11-06

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		St. Andrew's School	10	200	2024-11-27
		High Prairie Elementary School	12	269	2024-11-28
		Kinuso School	1	15	2024-12-12
Subtotal	Sum		27	514	
M.D. of Bonnyville		Pine Meadows Colony School	1	14	2025-02-28
		Nelson Heights School	11	267	2025-03-05
		H.E. Bourgoin Middle School	7	140	2025-03-24
		J.F. Dion School	4	47	2025-03-25
		Elizabeth School	6	58	2025-03-26
		Iron River School	4	64	2025-03-31
		Cold Lake Elementary School	10	183	2025-04-28
		Cold Lake Elementary School	8	169	2025-04-29
		Holy Cross Elementary School	10	183	2025-05-05
		Holy Cross Elementary School	9	201	2025-05-06
		North Star Elementary School	0	0	2025-05-07
		Glendon School	0	0	2025-05-08
		Duclos School	16	309	2025-05-28
		Ardmore School	0	0	2025-06-02
		Ecole Dr. Bernard Brosseau Catholic School	14	320	2025-06-19
Subtotal	Sum		100	1955	
M.D. of Fairview		E.E. Oliver Elementary School	7	120	2025-03-03
		E.E. Oliver Elementary School	7	142	2025-03-04
Subtotal	Sum		14	262	
M.D. of Greenview		Valleyview Ranch Colony School	1	11	2024-11-14
		Homeland Colony School	1	24	2024-11-14
		St. Stephen's Catholic School	9	172	2025-02-27
		Ridgevalley School	7	94	2025-03-17
		Penson School	5	79	2025-03-24
		Harry Gray Elementary School	6	93	2025-04-16
Subtotal	Sum		29	473	
M.D. of Lesser Slave River		Smith School	4	37	2025-05-05
		C.J. Schurter Elementary School	9	205	2025-05-06
		C.J. Schurter Elementary School	10	218	2025-05-07
Subtotal	Sum		23	460	
M.D. of Peace		Grimshaw Public School	0	0	2025-04-07
		Grimshaw Public School	6	84	2025-05-12
		Grimshaw Public School	4	56	2025-06-09
Subtotal	Sum		10	140	
M.D. of Pincher Creek		St. Michael's School	6	165	2025-02-10
		Waterton Colony School	1	2	2025-02-27
		Livingstone Colony School	2	23	2025-02-27
Subtotal	Sum		9	190	
M.D. of Provost		Provost Public School	6	125	2025-02-21
		Amisk School	4	73	2025-04-09
Subtotal	Sum		10	198	
M.D. of Smoky River		Twilight Colony School	2	39	2025-05-26
		Twilight Colony School	1	19	2025-05-26
		Ecole Routhier School	5	86	2025-06-10
		Ecole Routhier School	6	92	2025-06-17
Subtotal	Sum		14	236	
M.D. of Spirit River		Rycroft School	3	81	2025-06-11
Subtotal	Sum		3	81	
M.D. of Taber		Enchant Colony School	1	23	2024-12-09
		Hillridge Colony School	2	36	2025-01-08
		Copperfield Colony School	1	35	2025-01-09
		Dr. Hamman School	9	221	2025-01-22
		Vauxhall Elementary School	7	145	2025-02-12
		Oaklane Colony School	2	23	2025-02-13
		Chamberlain School	4	45	2025-03-06
		Taber Christian School	6	119	2025-03-11
		Enchant School	5	79	2025-03-20

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	Central Elementary School	5	104	2025-04-14
	Central Elementary School	6	117	2025-04-15
	Taber Christian School	5	105	2025-04-28
	Taber Christian School	4	69	2025-04-29
	Barnwell School	5	87	2025-05-21
Subtotal	Sum	62	1208	
M.D. Of Wainwright	Blessed Sacrament School	7	404	2024-11-20
	Wainwright Elementary School	7	384	2025-02-18
	Wainwright Elementary School	1	20	2025-02-20
	Edgerton Public School	1	23	2025-03-04
	Edgerton Public School	3	54	2025-03-11
	Irma School	7	162	2025-04-02
	Holt Colony School	1	9	2025-05-05
Subtotal	Sum	27	1056	
M.D. Of Willow Creek	Ewelme Colony School	2	18	2025-01-13
	Granum School	0	0	2025-02-27
	Clear Lake Colony School	1	24	2025-02-28
	Willow Creek Colony School	1	28	2025-03-05
	Greenwood Colony School	1	21	2025-03-05
	Stavely Elementary School	4	88	2025-03-10
	Granum School	3	57	2025-03-25
	Thompson Colony School	1	10	2025-04-02
	A.B. Daley Community School	6	111	2025-04-17
Subtotal	Sum	19	357	
Mackenzie County	Buffalo Head Prairie School	7	192	2025-05-05
Subtotal	Sum	7	192	
Mountain View County	Cremona School	9	211	2024-11-19
	Olds Koinonia Christian School	7	178	2024-11-28
	Reed Ranch School	4	59	2025-01-14
	Carstairs Elementary School	10	206	2025-01-15
	Carstairs Elementary School	10	239	2025-01-16
	Neudorf Colony School	1	11	2025-01-29
	Ecole Olds Elementary School	8	190	2025-02-10
	Ecole Olds Elementary School	8	177	2025-02-11
	Ecole Olds Elementary School	9	192	2025-02-12
	Ross Ford Elementary School	7	167	2025-03-03
	Ross Ford Elementary School	6	143	2025-03-04
	River Valley School	7	177	2025-03-05
	River Valley School	9	234	2025-03-05
	Westglen School	5	139	2025-04-04
	Mountain View Colony School	1	11	2025-05-12
Subtotal	Sum	101	2334	
Northern Sunrise County	Nampa Public School	4	41	2025-04-14
Subtotal	Sum	4	41	
Parkland County	Ecole Meridian Heights School	9	218	2024-12-16
	High Park School	11	271	2025-01-24
	Muir Lake Community School	9	190	2025-02-12
	Muir Lake Community School	9	216	2025-02-13
	Duffield School	7	156	2025-02-19
	Entwistle School	4	75	2025-04-15
	Tomahawk School	4	92	2025-06-05
Subtotal	Sum	53	1218	
Ponoka County	Mecca Glen School	3	61	2024-11-12
	Bluffton School	5	95	2024-11-14
	Ponoka Elementary School	7	274	2025-03-17
	Ponoka Elementary School	7	264	2025-03-20
	Rimbey Elementary School	1	61	2025-05-06
	Rimbey Elementary School	7	257	2025-05-22
	Leedale Colony School	1	15	2025-06-23
	Ferrybank Colony School	1	18	2025-06-23
Subtotal	Sum	32	1045	

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Red Deer County	Delburne Centralized School	8	194	2024-11-18
	Poplar Ridge School	7	171	2024-11-21
	Spruce View School	7	144	2024-12-03
	Rainbow Colony School	1	23	2024-12-10
	Pine Hill Colony School	1	13	2024-12-10
	Bowden Grandview School	7	152	2025-01-10
	Elnora School	4	47	2025-01-14
	Ecole John Wilson Elementary School	8	160	2025-01-23
	Jessie Duncan Elementary School	6	112	2025-01-24
	Jessie Duncan Elementary School	7	162	2025-01-27
	Ecole John Wilson Elementary School	9	193	2025-01-28
	Beacon Hill Elementary School	9	209	2025-03-10
	Beacon Hill Elementary School	7	164	2025-03-11
	Innisfail Middle School	7	152	2025-03-31
	Ecole Steffie Woima Elementary School	8	199	2025-04-02
	Ecole Steffie Woima Elementary School	11	225	2025-04-03
	C.P. Blakely Elementary School	7	187	2025-04-29
	C.P. Blakely Elementary School	7	159	2025-04-30
	Penhold Elementary School	9	213	2025-05-13
	Rainbow Colony School	1	23	2025-06-19
Subtotal	Sum	131	2902	
Rocky View County	Crossfield Elementary School	4	91	2025-03-21
	Beiseker Community School	6	109	2025-03-25
	Kathryn School	8	132	2025-03-27
	Indus School	7	142	2025-04-01
	Beiseker Colony School	1	16	2025-04-15
	Tschetter Colony School	1	15	2025-04-15
	Fairview Colony School	1	18	2025-04-17
	Banded Peak School	6	119	2025-05-02
Subtotal	Sum	34	642	
Saddle Hills County	Bay Tree Colony School	1	8	2025-02-18
	Silver Valley Colony School	1	8	2025-02-18
	Doe River Colony School	2	18	2025-02-24
Subtotal	Sum	4	34	
Smoky Lake County	Vilna School	3	18	2025-05-21
	H.A. Kostash School	6	166	2025-05-22
	Holy Family Catholic School	3	67	2025-06-16
Subtotal	Sum	12	251	
Special Area 2	Jenner Colony School	1	17	2025-05-06
	Berry Creek Colony School/Stahl Colony	1	9	2025-05-07
	Berry Creek Colony School/Stahl Colony	1	9	2025-05-07
	Hand Hills Colony School	2	23	2025-05-07
	Berry Creek Community School	3	32	2025-06-06
Subtotal	Sum	8	90	
Special Area 3	Wind River Colony School	1	19	2025-05-06
	Youngstown School	2	31	2025-06-02
	Oyen Public School	5	78	2025-06-03
	Prairie View Colony School	1	6	2025-06-04
	New Brigden School	2	19	2025-06-04
Subtotal	Sum	11	153	
Special Area 4	Veteran Colony School (Harts Colony School)	2	27	2025-06-19
Subtotal	Sum	2	27	
Starland County	Morrin School	3	60	2025-03-12
	Craigmyle Colony School	1	7	2025-05-08
	Cloverleaf Colony School	1	18	2025-05-08
	Starland Colony School	2	22	2025-05-09
	Blue Sky Colony School	1	16	2025-05-09
	East River Colony School	1	10	2025-05-15
	Neu Muehl Colony School	1	5	2025-05-20
	Verdant Valley Colony School	1	15	2025-05-20
	Delia School	3	48	2025-06-02

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Subtotal	Sum		14	201	
Strathcona County		Castle Colony School	1	28	2025-05-09
Subtotal	Sum		1	28	
Sturgeon County		Bon Accord Community School	0	0	2025-01-11
Subtotal	Sum		0	0	
Vulcan County		Little Bow Colony School	1	16	2024-12-04
		Carmangay Colony	1	11	2025-02-03
		Arrowwood Colony School	1	20	2024-12-10
		Wild Rose Colony School	1	4	2024-12-18
		Milo School	4	56	2025-02-06
		Lomond Colony School	1	19	2025-03-04
		Arrowwood Community School	3	43	2025-03-17
		Wild Rose Colony School	1	4	2025-03-26
		Vulcan Prairieview Elementary School	8	177	2025-04-01
		Little Bow Colony School	1	16	2025-06-04
Subtotal	Sum		22	366	
Wheatland County		Ecole Brentwood Elementary School	7	158	2024-12-09
		Carseland School	5	94	2025-03-07
		George Freeman School	12	276	2025-03-19
		Wheatland Crossing	9	179	2025-03-20
		Rosebud River Colony School	1	9	2025-03-24
		Rosebud Creek Colony School	1	22	2025-03-24
		Trinity Christian Academy	3	77	2025-03-26
		Sayre Colony School	1	24	2025-04-07
		Stahlville/Hines Colony School	2	37	2025-04-07
		Clearview Colony School	1	31	2025-04-08
		Fairville Colony School	1	8	2025-04-08
		Twin Creeks Colony School	1	21	2025-05-05
		Towers Colony School	1	17	2025-05-05
		Midwest Colony School	1	13	2025-05-12
		Greentree School	8	181	2025-05-22
		Greentree School	8	158	2025-05-23
		Crawling Valley Colony School	1	14	2025-05-26
		Wintering Hills Colony School	2	41	2025-05-26
		Rising Sun Colony School	2	25	2025-05-27
		Green Acres Colony School	1	14	2025-05-27
		Sandhills Colony School	1	17	2025-06-11
		Poplar Row Colony School	1	11	2025-06-12
		Glenrose Colony School	1	28	2025-06-12
Subtotal	Sum		71	1455	
Woodlands County		Ecole St. Mary School	10	210	2025-01-20
		Pat Hardy Elementary School	9	185	2025-04-23
		Pat Hardy Elementary School	7	153	2025-04-24
		Ecole St Anne	7	150	2025-05-13
		Ecole St Anne	7	154	2025-05-14
Subtotal	Sum		40	852	
Yellowhead County		Fulham School	4	39	2025-01-17
		Yellowhead Koinonia Christian School	4	69	2025-02-21
		Mary Bergeron School	10	211	2025-03-18
		Mary Bergeron School	7	150	2025-03-19
		Wildwood School	4	71	2025-04-15
		Evansview School	5	120	2025-05-09
		Niton Central School	3	56	2025-06-10
Subtotal	Sum		37	716	
Total	Sum		1754	37118	

For more information about this report or our Safety Smarts program please contact:
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