



## **Council Meeting**

Jubilee Centre Council Chamber  
9909 Franklin Avenue, Fort McMurray

Tuesday, June 11, 2013  
6:00 p.m.

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### **Agenda**

#### **Call To Order**

#### **Opening Prayer**

#### **Adoption of Agenda**

#### **Minutes of Previous Meetings**

1. Minutes of May 28, 2013

#### **Delegations**

*Those individuals in attendance at the meeting will be provided with an opportunity to address Council regarding an item on the agenda, with the exception of those items for which a Public Hearing is required or has been held. Consistent with all delegations, each presentation will be allowed a maximum of five minutes.*

#### **Public Hearings and Related Reports**

2. Closure of Undeveloped Government Road Allowance - Proposed Conklin Multi-use Community Centre Site - Bylaw No. 13/021  
-Public Hearing
3. Land Use Bylaw Amendment – Election Sign Provisions – Bylaw No. 13/018  
- Public Hearing  
- 2nd and 3rd readings

### **Bylaws**

4. Utility Agreement for Electrical Services - Bylaw No. 12/038  
-2nd and 3rd readings
5. Special Events - Land Use Bylaw Amendment - Bylaw No. 13/014  
Council Policy - PRL-130 - Special Event Policy for Municipal Parks and Public Open Spaces  
- 2nd and 3rd readings

*NOTE: As required by the Municipal Government Act, only those Council Members who participated in a public hearing may consider the matter at second and third readings. As Councillors Flett, Kirschner and Stroud were absent from the May 28th Council meeting when the public hearing was held, they are unable to participate in debate or voting.*

6. Combative Sports Commission Bylaw - Bylaw No. 13/019  
-1st reading (Proposed date for Non-Statutory Public Hearing, 2nd and 3rd readings - June 25, 2013)
7. Land Use Bylaw Amendment - Bylaw No. 13/022  
Diversified Site - DC- Direct Control to C4 - Highway Commercial  
Suncor Card Lock - DC - Direct Control to BI - Business Industrial  
- 1st reading (Proposed date for Public Hearing, 2nd and 3rd readings – June 25, 2013)

### **Reports**

8. 2013 and Prior Capital Budget Amendments - Revised and New Projects

### **Reporting - Boards and Committees**

### **Adjournment**

**Unapproved Minutes of a Meeting of the Council of the Regional Municipality of Wood Buffalo held in the Council Chamber at the Municipal Offices in Fort McMurray, Alberta, on Tuesday, May 28, 2013, commencing at 6:00 p.m.**

**Present:** M. Blake, Mayor  
D. Blair, Councillor  
C. Burton, Councillor  
S. Germain, Councillor  
P. Meagher, Councillor  
C. Tatum, Councillor  
R. Thomas, Councillor  
A. Vinni, Councillor

**Absent:** L. Flett, Councillor  
D. Kirschner, Councillor  
J. Stroud, Councillor

**Administration:** Brian Makey, Chief Operating Officer  
Audrey Rogers, Senior Legislative Officer  
R. Kendall, Legislative Coordinator

**Call To Order**

Mayor Blake called the meeting to order at 6:00 p.m.

**Opening Prayer**

Mayor Blake invited those so inclined to join her in Prayer.

**Adoption of Agenda**

Moved by Councillor C. Tatum that the agenda be adopted as presented.

CARRIED UNANIMOUSLY

**Minutes of Previous Meetings**

**1. Minutes of May 14, 2013**

Moved by Councillor P. Meagher that the minutes from the May 14, 2013 Council meeting be approved as presented.

CARRIED UNANIMOUSLY

**Public Hearings and Related Reports**

- 2. Special Events - Land Use Bylaw Amendment - Bylaw No. 13/014**  
**Council Policy - PRL-130 - Special Event Policy for Municipal Parks and Public Open Spaces**  
**- Public Hearing**  
**- 2nd and 3rd readings**

Moved by Councillor R. Thomas that the Public Hearing for Bylaw No. 13/014 be opened.

CARRIED UNANIMOUSLY

**Tom Schwerdtfger, Planning and Development**, provided an overview of the new legislation being proposed.

**Howard Rinsler, Executive Director, Boys and Girls Club, UDI Wood Buffalo**, spoke in support of the proposed bylaw which recognizes the contribution that community and special events can give to a community.

**Susan Smith, resident**, spoke in opposition to the proposed bylaw and noted the negative impact this legislation may have in residential neighbourhoods.

**Daphne van't Wout, Chair, Draper Residents' Society**, spoke in opposition to the proposed amendment, but not in its entirety, and indicated that changes should be made to the definition to clarify what qualifies as a special event.

**Jim Rogers, resident**, spoke in opposition to the proposed bylaw.

**Shane Kidd, resident**, spoke to the proposed bylaw, noting concerns with the 90 day application period and length of time an event can be held.

Moved by Councillor P. Meagher that the Public Hearing for Bylaw No. 13/014 be closed.

CARRIED UNANIMOUSLY

The Public Hearing for Bylaw No. 13/014 was held between 6:05 p.m. and 7:20 p.m.

The following motion was presented by Councillor P. Meagher: "That Bylaw No. 13/014, being a Land Use Bylaw Amendment to define, regulate, and add Special Events as a use within the Land Use Bylaw of the Regional Municipality of Wood Buffalo, be read a second time." During debate, it was noted that the proposed bylaw would impact functions held by schools and churches. There were also questions raised relative to enforcement and the effective date of the bylaw. The following referral motion was put forward by Councillor D. Blair.

Moved by Councillor D. Blair that Bylaw No. 13/014 be referred back to Administration.

CARRIED UNANIMOUSLY

**Bylaws**

- 3. Closure of Undeveloped Government Road Allowance – Proposed Conklin Multi-use Community Centre Site - Bylaw No. 13/021  
-1st reading (Proposed date for Public Hearing - June 11, 2013)**

Moved by Councillor P. Meagher that Bylaw No. 13/021 being a bylaw to close an undeveloped government road allowance, be read a first time.

CARRIED UNANIMOUSLY

Moved by Councillor R. Thomas that the public hearing be held on Tuesday, June 11, 2013.

CARRIED UNANIMOUSLY

- 4. Land Use Bylaw Amendment – Election Sign Provisions – Bylaw No. 13/018  
-1st reading (Proposed date for 2nd and 3rd readings, Public Hearing - June 11, 2013)**

Moved by Councillor P. Meagher that Bylaw No. 13/018, being an amendment to the Land Use Bylaw specific to Election Sign Provisions, be read a first time and that the required public hearing be held on Tuesday, June 11, 2013.

CARRIED UNANIMOUSLY

**Reports**

- 5. Fort Chipewyan Residential Land Strategy**

Moved by Councillor C. Tatum: That the Municipality forego the development of residential lots on land near "Little Lake" and land formerly known as the "Yanik Airstrip" in the Hamlet of Fort Chipewyan due to the prohibitive costs associated with the development; and

That Administration report the findings and conclusions on the Fort Chipewyan Residential Land Strategy to the Community at an open-house.

CARRIED UNANIMOUSLY

**Reporting - Boards and Committees**

- Diversity Summit (Councillor C. Burton)
- Communities in Bloom Committee, MS Walk (Councillor P. Meagher)
- Wood Buffalo Housing & Development Corporation (Councillor D. Blair)
- Diversity Summit, Leadership Wood Buffalo (Mayor M. Blake)

**Adjournment**

Moved by Councillor A. Vinni that the meeting be adjourned.  
CARRIED UNANIMOUSLY

The meeting adjourned at 8:19 p.m.

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Mayor

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Chief Legislative Officer

**2. Public Hearing re: Closure of Undeveloped Government Road Allowance -  
Proposed Conklin Multi-use Community Centre Site - Bylaw No. 13/021**

- A. Introduction from Administration and Opening Statement
  - Marcel Ulliac, Land Administration
- B. Written Presentations
  - None Requested
- C. Verbal Presentations
  - None Requested
- D. Other Verbal Presentations (Time Permitting and with Consent of Council)
- E. Questions of Council
- F. Closing Statement from Administration





<b>Bylaw No. 13/021 – Closure of Undeveloped Government Subject: Road Allowance – Proposed Conklin Multi-use Community Centre Site</b>
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<b>APPROVALS:</b>
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Marcel Ulliac, Director Sudhir Sandhu, Executive Director Brian Makey, Chief Administrative Officer
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**Process Note:**

Following the Public Hearing being held, Bylaw No. 13/021 will be submitted for signature to the Minister of Transportation. Once Bylaw No. 13/021 is signed by the Minister it will be scheduled for consideration of second and third readings.

**Summary:**

A portion of undeveloped government road allowance within the proposed Conklin Multi-use Community Centre site, as highlighted in red on Attachment 1 (Conklin Multi-use Community Centre Road Closure dated March 15, 2013) requires closure and consolidation with the adjacent municipal lands to enable the Conklin Multi-use Centre project to proceed.

In accordance with the Municipal Government Act, any proposed closure of a road that is under the direction, management and control of a municipality may be closed by bylaw.

**Background:**

The Multi-use facility, when completed, will serve many recreational purposes and include amenities such as a swimming pool, hockey rink, gymnasium, and information centre, among others. Engineering Services Department has identified a portion of NW 31-76-7-W4M as a suitable site for construction of the Multi-use facility. The road closure will enable consolidation of the road allowance with the adjacent municipal owned land and creation of one contiguous parcel.

The proposed closure was circulated to internal municipal departments, Alberta Transportation (AT), Alberta Environment and Sustainable Resources Development (AESRD), along with franchise and utility companies. No objections were raised regarding the proposed road closure, and the closure will have no impact on municipal operations.

The Municipality has direction, control and management of all roads within the municipality, but ownership lies with the Crown. Ministerial approval of the road closure is required prior to the Road Closure Bylaw being given a second reading as the subject area is located outside of the Municipality's Urban Service Area boundaries.

The Road Closure Bylaw has been reviewed by Alberta Land Titles to ensure the accuracy of legal descriptions.

**Rationale for Recommendation:**

The subject road allowance is currently undeveloped and does not serve a functional purpose. The closure will facilitate incorporation of the road allowance with adjacent municipal lands, thereby making administration and development of these lands more efficient.

Such a closure is considered standard practice as it will allow the entire plot of land to be consolidated and treated as a contiguous parcel.

Closure and consolidation of the road allowance with the adjacent municipal owned lands will provide an increased footprint for the design of the Multi-use Facility.

**Attachments:**

1. Proposed Bylaw No. 13/021
2. Subject Area Map

## **BYLAW NO. 13/021**

### **BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO FOR THE PURPOSE OF CLOSING AND CREATING TITLE TO UNDEVELOPED GOVERNMENT ROAD ALLOWANCES**

**WHEREAS** application has been made to the Council of the Regional Municipality of Wood Buffalo to close an undeveloped government road allowance pursuant to the requirements of section 22 of the Municipal Government Act, c.M-26, RSA 2000, as amended;

**WHEREAS** the Council of the Regional Municipality of Wood Buffalo deems it expedient to provide for a bylaw for the purpose of closing certain roads, or portions thereof, situated in the said Municipality, and thereafter disposing of same, and

**WHEREAS**, notice of the intention of Council to pass a bylaw has been given in accordance with Section 606 of the *Municipal Government Act*, and

**WHEREAS**, Council was not petitioned for an opportunity to be heard by any person claiming to be prejudicially affected by the bylaw.

**NOW THEREFORE BE IT RESOLVED** that the Council of the Regional Municipality of Wood Buffalo in the Province of Alberta does hereby close for the purpose of creating title to the following described road allowances, subject to the rights of access granted by other legislation:

1. Meridian 4, Range 7, Township 77

All that portion of the original government road allowance adjoining the south boundary of the south west quarter of section 6 described as follows:

Commencing at the intersection of the south west boundary of Railway Plan 1884 CL and the south boundary of said road allowance then proceeding westerly 209.64 metres along the south boundary of said road allowance, thence north easterly to a point on the north boundary of said road allowance distance 171.01 west of the intersection of the south west boundary of Railway Plan 1884 CL and the north boundary of said road allowance, thence easterly to the intersection of the south west boundary of Railway Plan 1884 CL and the north boundary of said road allowance, thence south easterly to the point of commencement,

Containing 0.382 hectares more or less

Expecting thereout all mines and minerals

2. This Bylaw shall become effective when it has received third and final reading and has been signed by the Mayor and Chief Legislative Officer.

READ a first time this 28 day of May, 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Minister, Alberta Transportation

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

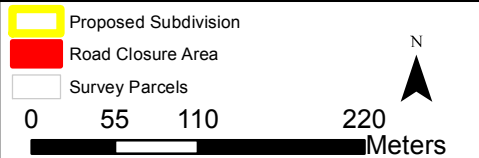
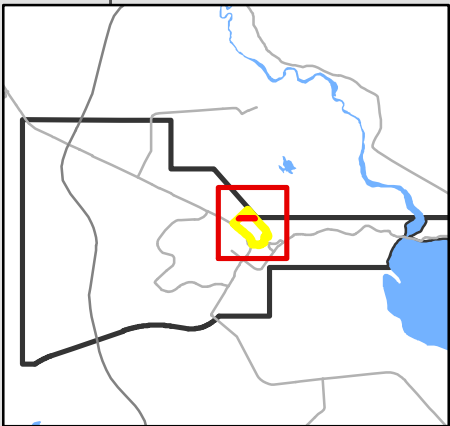
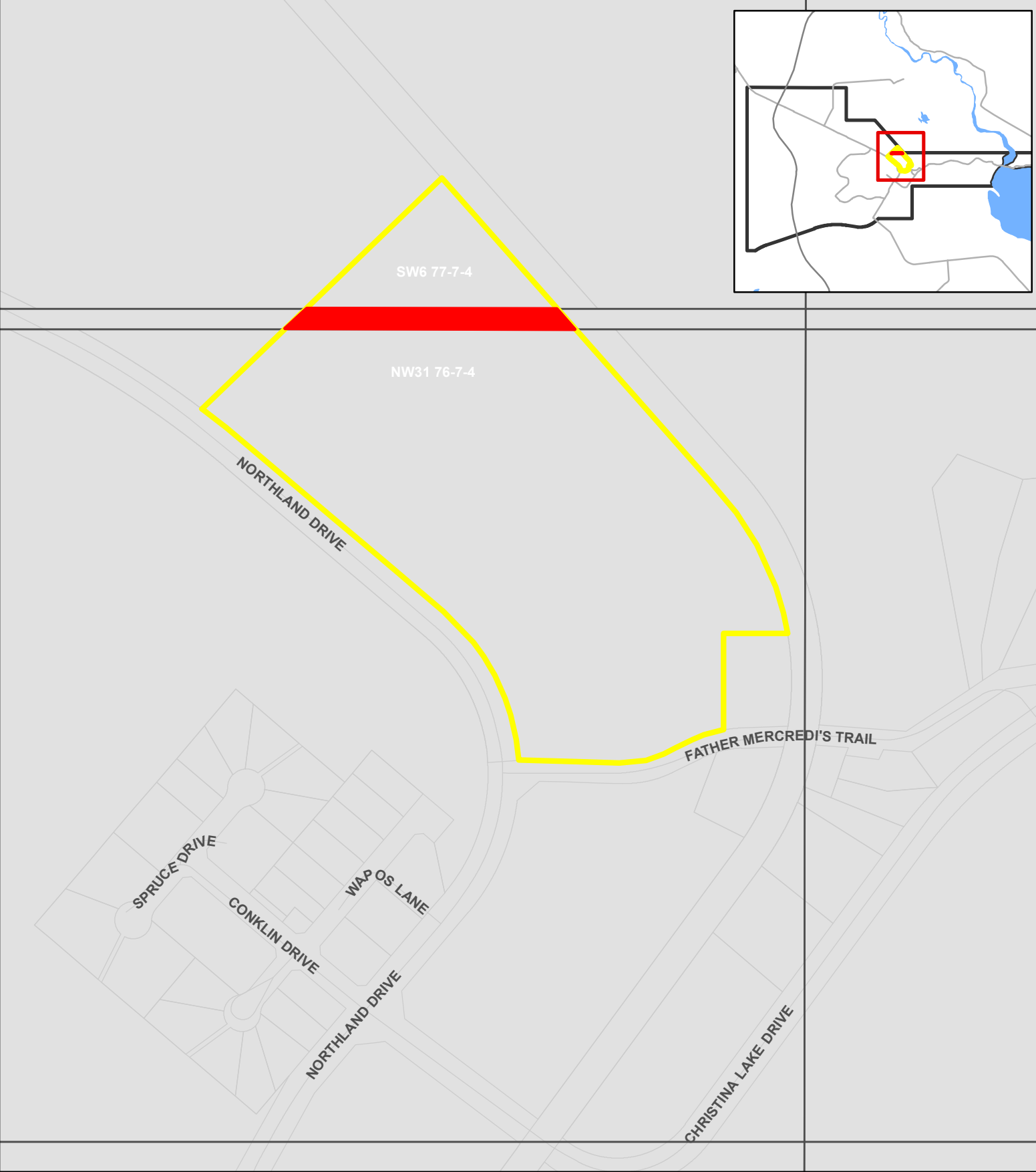
READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

# CONKLIN MULTI-USE COMMUNITY CENTRE ROAD CLOSURE



Portion of SW6 77-7-4 and  
Portion of NW31 76-7-4



Map created by the Land Administration Department  
March 15, 2013  
RP001-2



**3. Public Hearing re: Land Use Bylaw Amendment – Election Sign Provisions -  
Bylaw No. 13/018**

- A. Introduction from Administration and Opening Statement
  - Audrey Rogers, Legislative Services
- B. Written Presentations
  - None Requested
- C. Verbal Presentations
  - None Requested
- D. Other Verbal Presentations (Time Permitting and with Consent of Council)
- E. Questions of Council
- F. Closing Statement from Administration





**Subject: Land Use Bylaw Amendment – Election Sign Provisions –  
Bylaw No. 13/018****APPROVALS:**

Audrey Rogers, Director  
Brian Makey, Chief Operating Officer  
Brian Makey, Chief Administrative Officer

**Administrative Recommendations:**

1. THAT Bylaw No. 13/018, being an amendment to the Land Use Bylaw specific to Election Sign Provisions, be read a second time; and
2. THAT Bylaw No. 13/018 be read a third and final time.

**Summary:**

Following the 2012 Provincial Election and 2012 Ward 1 Municipal By-Election it was determined that an update was required to the Land Use Bylaw sign provisions relating to the size of election signs on municipal property and rights-of-way. The Municipal Government Act states that a municipality's land use bylaw may provide for the construction, placement or use of signs, including governing the height, size and character of a sign. Council approval is required to amend the Land Use Bylaw.

**Background:**

In 2012, Council adopted Bylaw No. 12/004, which amended the Land Use Bylaw election sign provisions for both the Rural and Urban Service Areas of the Municipality. These provisions focus on the safety of residents, motorists, and pedestrians while balancing a candidate's right to freedom of expression. To aid the public in understanding the new election sign requirements, a comprehensive information guide with detailed maps depicting allowable sign locations along major roadways was prepared and distributed.

During the 2012 elections, the main issue brought forward was the proliferation of small election signs on municipal property and municipal rights-of-way. Regulating the minimum size of election signs in these areas could potentially reduce driver distraction and ensure the safety of our motorists and pedestrians. The proposed minimum is 1.49 square metres, which is equivalent to a 4' x 4' election sign.

**Rationale for Recommendations:**

The proposed amendment focuses on the safety of residents, motorists and pedestrians, and controlling visual blight while balancing a candidate's right to freedom of expression. To aid the public in understanding the amended election sign requirements, they will be highlighted in the comprehensive information guide for candidates with detailed maps depicting allowable sign

locations along major roadways within the Municipality, as well as corresponding size restrictions and setbacks.

**Attachment:**

1. Bylaw No. 13/018

**BYLAW NO. 13/018**

**BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO  
TO AMEND BYLAW NO. 99/059 BEING THE LAND USE BYLAW FOR THE  
REGIONAL MUNICIPALITY OF WOOD BUFFALO**

**WHEREAS** Section 639 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 and amendments thereto authorizes Council to enact a bylaw adopting a Land Use Bylaw;

**AND WHEREAS** Section 191(1) of the *Municipal Government Act*, R.S.A. 2000, c.M-26 and amendments thereto authorizes Council to adopt a bylaw to amend the Land Use Bylaw;

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, duly assembled, hereby enacts as follows:

1. Bylaw No. 99/059, being the Land Use Bylaw, is hereby amended by:
  - (a) Inserting the following in Section 150 (4) in Part 7A - Rural Area Sign Provisions and Section 180 (4) in Part 7B - Urban Area Sign Provisions:
    - (d) on municipal property or municipal rights-of-way that are immediately adjacent to any municipal roadway,
      - i. be a minimum 1.49 m<sup>2</sup> in sign area; and,
      - ii. not exceed 2.0 m in height from finished grade to highest point of sign structure.
2. The Chief Administrative Officer is authorized to consolidate this bylaw.
3. This bylaw shall become effective upon receiving third and final reading and being signed by the Mayor and Chief Legislative Officer.

READ a first time this 28 day of May, A.D. 2013

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

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Mayor

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Chief Legislative Officer



<b>Subject: Bylaw No. 12/038 – Utility Agreement for Electrical Services</b>
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<b>APPROVALS:</b>
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<p>Katherine Morianos, Director Sudhir Sandhu, Executive Director Brian Makey, Chief Operating Officer</p>
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### **Administrative Recommendations:**

1. THAT Bylaw No. 12/038, being a bylaw to enter into a utility agreement granting ATCO Electric Ltd. the exclusive right to provide electric distribution access services within the Urban Service Area, be read a second time.
2. THAT Bylaw No. 12/038, be read a third and final time.

### **Summary:**

Since 1981, the Municipality and ATCO Electric Ltd. have maintained a utility agreement for the exclusive delivery of electricity services in the Urban Service Area. The current agreement has expired and a new utility agreement is needed to allow for future planning of electrical infrastructure in the Urban Service Area. The authority to adopt Bylaw No. 12/038 is vested with Council under the Municipal Government Act.

### **Background:**

On May 26, 1981, the New Town of Fort McMurray and Alberta Power Limited entered into the first agreement (original agreement) for a 10-year period. When this term expired, however, the original agreement was not renewed and continued to be in effect pursuant to the Municipal Government Act (Attachment 2).

The original agreement was then renewed on June 3, 1994, (the current agreement) by the City of Fort McMurray and Alberta Power Limited for a further 10-year period. This agreement remains in effect today and has not been renewed.

In December 2001, the current agreement was amended by changing the manner that the utility fee was calculated (the amendment). The amendment was made in an effort to ensure that franchise revenues were stable and predictable and was approved by the Alberta Energy and Utilities Board (the predecessor body of the Alberta Utilities Commission).

In November 2002, the Municipality and ATCO Electric Ltd. agreed to extend the amendment until the execution of a new utility agreement or the expiry of the term under

the current agreement (June 4, 2004), whichever was earlier. The current agreement was not renewed prior to June 4, 2004, and although the current agreement is expired, the current agreement and the amendment are still in effect in accordance with Section 47 of the Municipal Government Act.

This Bylaw received first reading by Council at the August 28, 2012 Council Meeting. Following first reading, an application was made to the Alberta Utilities Commission requesting their review and approval of the proposed agreement. The Alberta Utilities Commission, by its decision 2013-019 dated January 23, 2013 and Errata dated March 27, 2013, approved the proposed agreement, and as a result, this bylaw can now be considered for second and third reading.

**Alternatives:**

1. Refuse the utility agreement for electrical services in the Urban Service Area and continue with the current agreement and the amendment under Section 47 of the Municipal Government Act.
2. Negotiate alternate terms with ATCO Electric Ltd.
3. Purchase the rights, systems and works of the electrical utilities in the Urban Service Area in accordance with Section 47 of the Municipal Government Act.

**Budget/Financial Implications:**

It is anticipated that the proposed agreement will result in an increase in revenue for the Municipality. The proposed agreement will allow for flexibility to modify fees on an annual basis if Council deems fit, and it will also allow the Municipality to collect taxes from ATCO Electric Ltd. as the proposed agreement is not in lieu of taxes.

**Rationale for Recommendation:**

The Urban Service Area of the Regional Municipality of Wood Buffalo is growing rapidly as the oil sands industry continues to expand. To address this growth, the Municipal Development Plan outlines goals and directions to guide decision making in a sustainable manner that is inclusive of all. Goal 6, Working Together, provides direction for forming effective partnerships and promoting efficient service delivery.

By entering into the proposed utility agreement for electrical services in the Urban Service Area, the Municipality will be renewing a long-standing collaboration with ATCO Electric Ltd.. This collaboration is a direct manifestation of the Municipality's commitment to work together with stakeholders to promote efficient service delivery.

As the population increases in the Urban Service Area, more infrastructure will be needed to support electricity service. By entering into the proposed utility agreement, ATCO Electric Ltd. will be assured of their investment and will be able to begin planning for future growth and expansion.

A new utility agreement must be passed by bylaw in order to grant the exclusive right to distribute electricity in the Urban Service Area. After giving first reading to Bylaw No. 12/038, further approval must be granted by the Alberta Utilities Commission (as per the Municipal Government Act, Section 45) before second and third reading can be considered by Council. Now that the Alberta Utilities Commission has granted its approval, Council may proceed to second and third reading.

Administration supports the proposed utility agreement for electricity service in the Urban Service Area and recommends that Bylaw No. 12/038 be given second and third reading.

**Attachments:**

1. Bylaw No. 12/038
2. Excerpt – Municipal Government Act, Sections 45 and 47
3. Highlights of significant changes between the current agreement and the proposed agreement





**BYLAW NO. 12/038**

**BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO, ALBERTA (THE "MUNICIPALITY") TO AUTHORIZE AN AGREEMENT GRANTING THE RIGHT TO PROVIDE DISTRIBUTION ACCESS SERVICES WITHIN THE URBAN SERVICE AREA**

**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 ATCO ELECTRIC LTD. (the "Company") desires to obtain, an exclusive franchise to provide distribution access services within the Urban Service Area described on Schedule "B" to the Agreement for a period of twelve (12) years subject to the right of renewal as set forth in the said Agreement and in the Act;

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

**WHEREAS** it is deemed that the Agreement would be to the general benefit of the consumers within the Urban Service Area.

**NOW THEREFORE BE IT RESOLVED** that the Council of the Municipality hereby enact as follows:

1. The Electric Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Electric Distribution System Franchise Agreement for and on behalf of the Municipality, and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Municipality.
2. The Electric Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.
3. Council consents to the exercise by the Company within the Urban Service Area 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. This Bylaw shall come into force upon the Electric Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third and final reading and has been signed by the Mayor and the Chief Legislative Officer.

READ a first time this 28<sup>th</sup> day of August, 2012.

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Mayor

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Chief Legislative Officer

APPROVED by the Alberta Utilities Commission on the 23<sup>rd</sup> day of January, 2013.

READ a second time this      day of      , 2013.

READ a third and final time this      day of      , 2013.

SIGNED and PASSED this      day of      , 2013.

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Mayor

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Chief Legislative Officer

**ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

BETWEEN:

REGIONAL MUNICIPALITY OF WOOD BUFFALO

and

ATCO ELECTRIC LTD.

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Initials:

Municipality:

Company

THIS AGREEMENT made effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

**REGIONAL MUNICIPALITY OF WOOD BUFFALO**

a specialized municipality established under  
the laws of the Province of Alberta,  
(hereinafter referred to as “the Municipality”),

- and -

**ATCO ELECTRIC LTD.**

a body corporate and public utility with its head office at the City  
of Edmonton, in the Province of Alberta (the “**Company**”)

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

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

**1) DEFINITIONS**

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

- a) “**Act**” means the *Electric Utilities Act* (Alberta), R.S.A. 2000, Chap. 5.1, as amended;
- b) “**Commission**” means the Alberta Utilities Commission as established under the *Alberta Utilities Commission Act* (Alberta), R.S.A. 2000, Chap. 37.2, as amended;
- c) “**Company**” means the party of the second part to this Agreement and includes its successors and assigns;
- d) “**Construct**” means and includes establish, construct, reconstruct, upgrade or extend any part of the existing Distribution System or proposed Distribution System;

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- e) **“Consumer”** means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities within the boundaries of the Municipal Area including any areas annexed by the Municipality from time to time that is provided with Distribution Access Service by the Company pursuant to the Company’s Distribution Tariff;
- f) **“Core Services”** means all those services set forth in Schedule “A”;
- g) **“Distribution Access Service”** means Electric Distribution Service as described in the Company’s Distribution Tariff;
- h) **“Distribution System”** means any facilities owned by the Company used to provide Distribution Access Service within the boundaries of the Municipal Area, and without limiting the generality of the foregoing, shall include street and decorative lighting, where applicable, poles, fixtures, luminaires, guys, hardware, insulators, wires, conductors, cables, ducts, meters, transformers, fences, vaults and connection pedestals, excluding any transmission facilities as defined in the Act;
- i) **“Distribution Tariff”** means the Distribution Tariff prepared by the Company and approved by the Commission on an interim or final basis, as the case may be, but excludes any riders or changes that relate to pool price deferral account amounts;
- j) **“Extra Services”** means those services set forth in Schedule “D” that are requested by the Municipality on behalf of the Consumer and provided by the Company in accordance with Article 6;
- k) **“Franchise Fee”** means the franchise fee to be paid by the Company to the Municipality as set out in Article 4;
- l) **“Initial Term”** means the initial term of this Agreement set out in Article 2;
- m) **“Maintain”** means to maintain, keep in good repair or overhaul any part of the Distribution System;
- n) **“Major Work”** means any line work to construct or maintain the distribution system that cost more than fifty thousand dollars(\$50,000);
- o) **“Municipality”** means the party of the first part to this Agreement;

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- p) **“Municipal Area”** means the urban service area of Fort McMurray outlined in red on Schedule “B” attached hereto, as may be increased pursuant to Article 10(a);
- q) **“Municipal Property”** means all public road rights of way and utility rights of way, owned, controlled or managed by the Municipality within the Municipal Area or such other property as specifically agreed to in writing by the Municipality;
- r) **“Party”** means the Company or the Municipality, as the context requires;
- s) **“Parties”** means both the Company and the Municipality;
- t) **“Operate”** means to operate, interrupt or restore any part of the Distribution System in a safe and reliable manner;
- u) **“Term”** means the Initial Term of this Agreement set out in Article 2 including any renewal;
- v) **“Terms and Conditions”** means the terms and conditions contained within the Distribution Tariff in effect from time to time for the Company as approved by the Commission;
- w) **“Wire Services Provider”** shall have the meaning ascribed to it in the Act and the Roles, Relationships and Responsibilities Regulation, proclaimed thereunder, each as may be amended or superseded from time to time;
- x) **“Work”** means any work to Construct or Maintain the Distribution System.

## 2) **INITIAL TERM**

This Agreement shall be for an initial term of twelve (12) years, commencing on the 30<sup>th</sup> day of June, 2012 or the first day after both the Commission has approved this Agreement and Council of the Municipality has passed third reading of the adopting bylaw, whichever day comes later (the “Initial Term”). Unless otherwise agreed between the parties in writing, following expiration of the Initial Term, all the rights and obligations of the parties under this Agreement shall continue to be in effect in accordance with s.47 of the *Municipal Government Act*, R.S.A. 2000, Chap. M-26, as amended.

Provided the Company has given written notice to the Municipality not less than twenty four (24) months prior to the expiration of the Initial Term of its intention to renew this Agreement on the same terms herein or negotiate a new franchise agreement and provided further that the

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Municipality has not given written notice to the Company to terminate this Agreement and to exercise its rights to purchase the Distribution System pursuant to s.47 of the *Municipal Government Act*, R.S.A. 2000, Chap. M-26, as amended then the Parties agree to begin negotiations in good faith at least 24 months prior to the expiration of the Initial Term.

Notwithstanding the commencement of the Initial Term, Franchise Fee and tax provisions set forth in Article 4 and Article 7 shall not take effect before July 1, 2012. The parties agree that the Franchise Fee and taxes payable immediately prior to the commencement of the Initial Term shall continue to be paid by the Company up to June 30, 2012.

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

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right to provide Distribution Access Service within the Municipal Area, including the exclusive right:
  - i) to Construct, Operate, and Maintain the Distribution System; and
  - ii) to use designated portions of Municipal Property necessary to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof.

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

- b) The Company agrees to:
  - i) bear the full responsibility of an owner of an electric distribution system and to ensure all services provided pursuant to this Agreement are in accordance with the Distribution Tariff, insofar as applicable;
  - ii) Construct, Operate and Maintain the Distribution System;
  - iii) use designated portions of Municipal Property necessary to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and

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- iv) use the Municipality's roads, rights-of-way and other Municipal Property granted hereunder solely for the purpose of providing Distribution Access Service and any other service contemplated by this Agreement.

4) **FRANCHISE FEE**

a) **Calculation of Franchise Fee**

In consideration of the grant of franchise and the mutual covenants herein, the Company agrees to pay to the Municipality a Franchise Fee. For each calendar year the Franchise Fee will be a percentage of the Company's gross revenue in that year derived from the Distribution Tariff rates charged for Distribution Access Service in that year from the Municipal Area within the Municipality. For the first calendar year of the Term of this Agreement, the Franchise Fee percentage shall be ten (10.00) percent.

By no later than September 1<sup>st</sup> of each year, the Company shall: (i) advise the Municipality in writing of the gross revenues of the Company that were derived from the Distribution Tariff rates charged for Distribution Access Service in the Municipal Area for the prior calendar year; and (ii) with the Municipality's assistance, provide in writing an estimate of gross revenues of the Company to be derived from the Municipal Area for the next calendar year.

b) **Adjustment to Franchise Fee and Cap**

At the option of the Municipality, the Franchise Fee percentage may be changed annually by providing written notice to the Company by December 1 of each year, and the change is effective for the next calendar year. The Franchise Fee percentage shall not at any time exceed twenty (20%) of the gross revenues, unless there has been prior Commission approval.

c) **Payment of Franchise Fee**

The Company shall pay the Franchise Fee amount to the Municipality on a monthly basis within forty-five (45) days after billing each retailer. The Company shall pay interest on all Franchise Fees that are paid to the Municipality later than sixty (60) days after billing each retailer at the rate of two percent (2%) per month compounded annually.

d) **Reporting Considerations**

At the time it pays the Franchise Fee amount, the Company shall provide to the Municipality the information used by the Company to verify the calculation of the payment of the Franchise Fee amount. The Company shall, to the extent required by law,

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require each retailer to disclose to each Consumer the Franchise Fee amount, in dollars, on each bill.

**5) CORE SERVICES**

The Company agrees to provide those Core Services to the Municipality as set forth in Schedule “A” and further agrees to the process contained in Schedule “A”.

**6) PROVISION OF EXTRA SERVICES**

Subject to an agreement being reached on cost and terms of payment, the Company agrees to provide to the Municipality Extra Services, as requested by the Municipality from time to time. The Company is entitled to receive from the Municipality a reasonable amount for the provision of those Extra Services.

**7) MUNICIPAL TAXES**

Amounts payable to the Municipality pursuant to the terms and conditions hereof shall be in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment, and the Distribution System. For clarity, the parties agree that this Agreement is not a “tax agreement” as set out in s.360 of the *Municipal Government Act*, R.S.A. 2000, Chap. M-26, as amended.

**8) RIGHT TO TERMINATE ON DEFAULT**

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

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**9) SALE OF DISTRIBUTION SYSTEM**

Upon the expiration of the Term of this Agreement or the inapplicability of this Agreement to a portion of the Distribution System as contemplated in Article 10(a)(i), 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, exercise its right to require the Company to sell to it the Distribution System pursuant to the provisions of the *Municipal Government Act*, R.S.A. 2000, Chap. M-26, as may be amended, where applicable. If the parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination. The Municipality shall have the right to make its own submissions to the Commission.

**10) INCREASE IN MUNICIPAL BOUNDARIES**

- a) Where the Municipality increases its Municipal Area, through annexation or otherwise by 640 acres or more, or where the increase is less than 640 acres but constitutes 25% or more of the then current Municipal Area, the Municipality shall have the right to:
- i) Purchase the portion of the Distribution System within the increased area provided that the Municipality gives notice in writing to the Company of its intention to purchase within ninety (90) days of the effective date of the increase in area. If the parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination. The Municipality shall have the right to make its own submissions to the Commission.;
  - ii) Subject to Commission approval, require the Company to charge the consumers within the increased area a different Franchise Fee percentage if the Municipality chooses not to exercise its right to purchase the portion of the Distribution System within the increased area and the remaining provisions of this Agreement shall apply to such increased area; or
  - iii) Add the increased area to the Municipal Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Area, including the increased area.
- b) For all other increases to the Municipal Area, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Area, including the increased area.

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

- a) If during the Term of this Agreement, the Company receives a *bona fide* offer to operate, take control of or purchase solely the Distribution System which the Company is willing to accept, then the Company shall promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality shall during the next one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase the Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.
- b) This right of first refusal only applies where the offer pertains only to the Distribution System and the right of first refusal does not apply to offers for the Distribution System that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

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

**a) Municipal Approval**

Before undertaking any Major Work or in any case in which the Municipality specifically requests the same, the Company will submit to and obtain the approval from the Municipality, or its authorized officers, of the plans and specifications for the proposed Work and its location. Approval by the Municipality shall not signify approval of the structural design or the ability of the Work to perform the function for which it was intended.

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

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

**b) Restoration of Municipal Property**

The Company agrees that when it or any agent employed by it undertakes any Work on any Municipal Property the Company shall complete the said Work promptly and in a good and workmanlike manner, and, where applicable, in accordance with the approved plans and specifications. Further, the Company shall forthwith restore the Municipal

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Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear.

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

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

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

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

If any repairs or maintenance required to be made to the Distribution System are of an urgent nature where the operation or reliability of the Distribution System is materially compromised or potentially materially compromised, the Company shall be entitled to conduct such repairs or maintenance as are commercially reasonable, under the guidelines outlined in paragraph 12(b) above, without prior notice to the Municipality, on the understanding and agreement that the Company will provide written or verbal notice to the Municipality as soon as possible 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 shall be solely responsible for locating, or causing to be located, all existing utilities or utility lines on or adjacent to the Work site. The Company shall notify all other utility operators and ensure that utilities and utility lines are staked prior to commencement of construction. Unless the Municipality has staked the utility lines, staking shall not be deemed to be a representation or warranty by the Municipality that the utility or utility lines are located as staked. The Municipality shall not be responsible for any damage caused by the Company to any utility or any third party as a result of the

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Company's Work, unless the Municipality has improperly staked the utility lines. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

e) **As-Built Drawings and Specifications**

The Company shall provide the Municipality with copies of as-built drawings and specifications for the Distribution System in an electronic form acceptable to the Municipality, and copies of as-built drawings or specifications for any material changes or extensions to the Distribution System which occurs from time to time within three (3) months of completion of the Work. The Company shall provide the Municipality with copies of any other as-built drawings and specifications as reasonably requested by the Municipality.

f) **Approvals**

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

The Company shall ensure that all Work is performed in accordance with the requirements of all applicable legislation, rules and regulations. The Company shall immediately notify the Municipality of any lien, claim of lien or other action of which it has or reasonably should have knowledge, and shall cause the same to be removed within 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 shall be immediately due and payable by the Company to the Municipality.

**13) RESPONSIBILITIES FOR COST OF RELOCATION**

Upon receipt of one (1) years notice from the Municipality, the Company shall relocate to Municipal Property such part of the Distribution System that is currently located on Municipal Property as may be required by the Municipality due to planned Municipal construction within the Municipal Area. The costs of such relocations shall be paid by the Municipality.

In order to encourage the orderly development of Municipal facilities and the Distribution System, the Municipality and the Company agree that they will meet regularly to: a) review the long-term facility plans of the Municipality and the Company; b) determine the time requirements for final design specifications for each relocation; and c) determine the increased notice period that may be required beyond one year for major relocations.

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

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

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

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

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

It is understood and agreed that the Municipality cannot insist on relocating any overhead lines to an underground service if there is a less expensive, more practical solution. If there is not a less expensive, more practical solution, the Municipality and the Company will meet to negotiate suitable arrangements.

#### **14) DISTRIBUTION SYSTEM EXPANSION**

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

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**15) JOINT USE OF DISTRIBUTION SYSTEM**

**a) Municipal Use**

The Municipality shall upon notice to the Company have, for any reasonable municipal purpose (which does not include a third party business such as a cable or telecommunications business), the right to make use of the poles and conduits of the Company, and any rights-of-way granted to the Company, provided such use complies with good and safe electrical operating practices, 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 by the Municipality for the Municipality to use the poles and conduits of the Company.

**b) Third Party Use and Notice**

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

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

- i) first, the third party shall be directed to approach the Company to initially request conditional approval from the Company to use that part of the Distribution System it seeks to use;
- ii) second, upon receiving written conditional approval from the Company, the third party shall be directed to approach the Municipality to obtain its written approval to jointly use that part of the Distribution System on any Municipal Property or right-of-way. As a condition of granting its consent, the Municipality may require that such third party enter into an agreement with the Municipality, and such agreement may require that such third party pay compensation to the Municipality; and
- iii) third, upon receiving written conditional approval from the Municipality, the third party shall be directed to obtain final written approval from the Company to jointly use that part of the Distribution System.

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Once a joint use agreement has been entered into between the Company and the third party, it shall not be subsequently materially amended without the consent of the Municipality (which consent will not be unreasonably withheld).

**c) Cooperation**

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

**d) Payment**

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

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

**e) Provision of Agreements**

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

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

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

**f) Compensation for Costs**

Subject to Article 15(c), in the event that either party to the Agreement is required by law to appear before a court of law as a direct result of the actions of the other party ("Denying Party") relating to the denial of use to a third party of any part of the Distribution System, then the Denying Party shall pay all reasonable and necessary legal

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costs incurred by the other party that are directly related to any such court of law proceeding.

**16) MUNICIPALITY AS RETAILER**

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

**17) RECIPROCAL INDEMNIFICATION AND LIABILITY**

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

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

## 18) ASSIGNMENT

The Company will not assign this Agreement without obtaining the prior written consent of the Municipality (which will not be unreasonably withheld). In the event that the Company agrees to sell the Distribution System to a third party purchaser, the Company shall comply with Article 11 above. In addition, the Company will ensure that the third party purchaser executes an agreement in favour of the Municipality (in a form satisfactory to the Municipality acting reasonably) which confirms that it assumes and will perform all of the terms and covenants to be performed by the Company under this Agreement (the "Assumption Agreement"). The Company agrees that it will provide to the Municipality a duly executed copy of the third party purchaser's Assumption Agreement.

The Company agrees to provide the Municipality with reasonable prior written notice of a sale of the Distribution System to a third party purchaser. The parties shall thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of the Agreement, and the compensation payable to the Municipality for all costs including, without limitation, all reasonable administrative and legal costs relating to providing its consent to the Assignment ("Municipal Compensation").

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

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company shall be entitled to assign this Agreement to an arm's length third party purchaser of the Distribution System provided that the Company has paid the Municipal Compensation for the assignment to the Municipality, and the Company has obtained the

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Commission's approval for the sale of the Distribution System and the third party purchaser has executed and delivered an Assumption Agreement to the Municipality.

Where the Municipality has approved of the assignment, the Commission has approved such sale of the Distribution System to a third party, and the third party provides a duly executed Assumption Agreement to the Municipality, 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 shall be released from all future liabilities and obligations thereunder.

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

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, shall provide a duly executed Assumption Agreement to the Municipality.

Any disputes arising under the operation of this Article shall be submitted to the Commission for determination.

## 19) NOTICES

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

- (i) To the Company: ATCO Electric Ltd.,  
P.O. Box 2426, 10035 – 105 Street  
Edmonton, Alberta, T5J 2V6  
Fax: (780) 420 - 7400
- (ii) To the Municipality: Regional Municipality of Wood Buffalo  
9909 Franklin Avenue,  
Fort McMurray, Alberta T9H 2K4  
Attention: Deputy Chief Administrative Officer  
Fax: (780) 743-7028

The date of receipt of any such notice as given above, shall be deemed to be as follows:

- (i) in the case of personal service, the date of service;

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

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

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

- (i) where the Company is required to effect necessary repairs or changes to the Distribution System;
- (ii) on account of or to prevent fraud or abuse of the Distribution System;
- (iii) on account of defective wiring or other similar condition which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- (iv) where insufficient energy or power is available for distribution by the Company to a Consumer;
- (v) where required by a retailer, due to non-payment of power bills.

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

## 21) **DISPUTE SETTLEMENT**

If a dispute arises between the Company and the Municipality regarding the interpretation, application, operation or breach of this Agreement or any part of it the dispute must be submitted to a dispute resolution process described in the attached Schedule "C" before either party may take any other action or step or pursue any available remedy in relation to the dispute regardless of whether such action, steps or remedy involves the courts, the Alberta Utilities Commission or

Initials:

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Company

any successor tribunal or entity, provided however that either party may file a complaint or other document required to be filed with the courts or any successor tribunal or entity and take any other action or step prior to submitting any dispute to the dispute resolution process if such filing, action or step is necessary to preserve its right to pursue the dispute in the event that the dispute resolution process is unsuccessful in resolving the dispute.

Notwithstanding that the dispute resolution process is involved, the parties will continue to perform their obligations described in this Agreement until such time as the dispute resolution process is complete.

Subject to the immediately above paragraph, if a party breaches this Agreement, then the other party will have all available legal, equitable and other remedies.

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

This Agreement shall be deemed to operate as consent by the Municipality to the exercise by the Company of those powers which may be exercised by the Company with the consent of the Municipality under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), R.S.A. 2000, Chap. W-4, as amended.

## **23) FORCE MAJEURE**

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

Initials:

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**24) TERMS AND CONDITIONS**

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

**25) NOT EXCLUSIVE AGAINST HER MAJESTY**

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

**26) SEVERABILITY**

To the extent permitted by law, any provision of this Agreement which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining portions hereof, subject to a party's right to claim, where appropriate, that the operation of this provision is tantamount to a repudiation of this Agreement.

**27) AMENDMENTS**

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

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

**REGIONAL MUNICIPALITY OF  
WOOD BUFFALO**

**ATCO ELECTRIC LTD.**

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

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

Per: \_\_\_\_\_  
Chief Legislative Officer

Per: \_\_\_\_\_  
Vice President, Distribution

Initials:

Municipality: ☐ ☐

Company ☐ ☐

### SCHEDULE "A" Core Services

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

1. The Distribution Access Service required to be provided by the Company pursuant to the Company's Distribution Tariff, the Act, any regulations thereto, and any Commission Orders;
2. The Company shall provide to the Municipality, on request, copies of any and all Distribution Access Service related written information or reports required to be filed with the Commission with the exception of responses to questions from interveners or the Commission related to rate hearings.

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

3. The Company shall provide to the Municipality, upon request, an annual report on the following standards specific to the Municipal Area:
  - i) reliability measures, to the extent that distribution feeders are a proxy to the overall reliability for the Municipality. In some cases the distribution feeder information will be a good proxy for the overall reliability in a Municipality. In other cases, where the distribution feeder serves customers outside of the Municipal Area, it may not be a good proxy;
  - ii) the total number of outages, by distribution feeder;
  - iii) the average duration of the outages, by distribution feeder;
  - iv) customer complaint statistics related to Distribution Access Service as available within the Municipal Area;
  - v) the results of any local customer surveys agreed to between the Company and the Municipality;
  - vi) the number of major repairs to the Distribution System where the individual repair is in excess of \$50,000 and the work caused a major outage or disrupted Municipal facilities or services; and
  - vii) numbers of fire and police emergency calls received from the Municipality, as available.
4. The Company shall provide upon request an annual report of material activities in the past year and planned activities for the next year summarizing the information referred to in paragraphs 2 and 3 above.
5. The Company agrees to strive for continual improvement, balancing the need for improvements on performance with the cost impact on customers.

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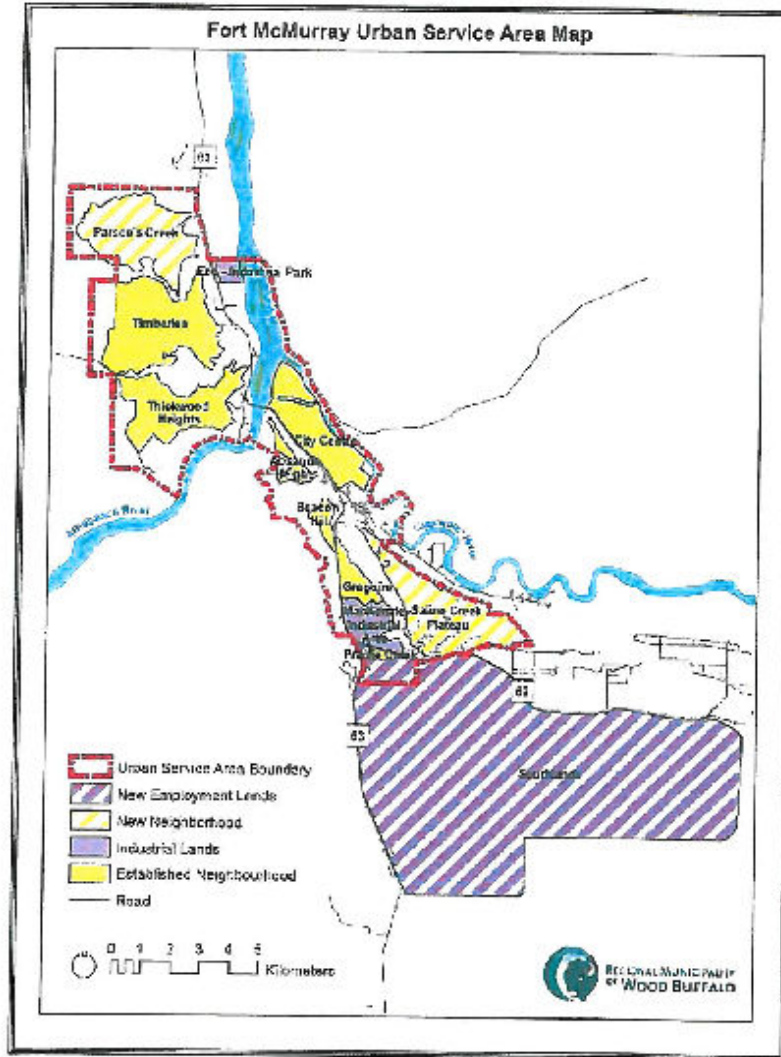
Municipality:

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## SCHEDULE "B" Map Showing Municipal Area

*Project Area Map*



Initials:

Municipality:

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### **SCHEDULE “C” Dispute Resolution process**

- (a) In the event of any dispute arising out of or relating to this Agreement, including but not limited to renewal or negotiation of a new agreement, enforcement of the Agreement or a breach thereof (“Dispute”), the Parties each shall:
- (i) make bona fide efforts to resolve any Dispute by amicable negotiations; and
  - (ii) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.
- (b) If the Parties cannot resolve a Dispute within thirty (30) days of either Party providing written notice of such Dispute to the other in accordance with Section 19 (Notices) hereof, the Parties will escalate the matter first to an appropriate management person senior to the person who has day-to-day carriage of the matter of each of the Parties, and, if the matter is still unresolved after a further thirty (30) days of such escalation, to an executive management person of each of the Parties. This procedure will be a prerequisite before either Party may seek resolution of the Dispute through arbitration in accordance with Subsection (c).
- (c) If the Dispute is not resolved within thirty (30) days of the date the Dispute is escalated to the executive management Person of each of the Parties, then it may, if agreed by the Parties, be submitted to non-binding mediation employing a commercial mediation service. If the Parties so agree, and the Dispute is still not resolved within an additional thirty (30) days after referral to the non-binding mediation, or if the Parties do not agree to non-binding mediation within a further thirty (30) days after the aforementioned thirty (30) days, then any such Dispute shall, at the request of either Party, be referred to arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. (“Arbitration Rules”), subject always to the Commission’s jurisdiction over any matter submitted to arbitration. For the purposes of any arbitration proceedings commenced pursuant to this Section (Dispute Resolution):
- (i) the parties agree that any decision given is an advisory opinion only and is not binding on either of the parties;
  - (ii) the number of arbitrators shall be three (3) appointed in accordance with said Arbitration Rules or a single arbiter if the parties agree;
  - (iii) the place of arbitration shall be the Regional Municipality of Wood Buffalo, Alberta;
  - (iv) the official language of the arbitral proceedings shall be English;
  - (v) all arbitral proceedings shall be private and confidential; they may be attended only by the arbitrators, the Parties and their representatives, and witnesses to the extent they are testifying in the proceedings and any parties included pursuant to subsection (d) below;

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Company

- (vi) the arbitrators shall issue their decision within three (3) months of appointment; and
- (vii) any arbitral award for monetary damages shall be in Canadian dollars and shall include interest from the date of any breach or violation of this Agreement until paid in full at the rate determined by the arbitrators.
- (d) The Parties hereby consent to the addition of any party deemed necessary to such arbitration, and each Party further agrees that it will, upon request, participate as a direct party in any arbitration arising in connection with this Agreement.
- (e) The courts having exclusive supervisory jurisdiction with respect to the matters relating to this Agreement, other than with respect to enforcement, shall be the courts of the Province of Alberta Judicial District of Fort McMurray.
- (f) Pending resolution of any Dispute, the Parties shall continue to perform their respective obligations hereunder.
- (g) Except as otherwise specifically permitted by this Agreement, no undisputed payment due or payable by either Party shall be withheld on account of a negotiation, mediation or arbitration under this Schedule.
- (h) Before or during arbitration proceedings commenced under this Schedule, any Party may apply for interim judicial relief, including injunctive relief.
- (i) At any time before or during dispute resolution commenced under this Schedule, the Municipality may exercise its rights under s. 47 of the *Municipal Government Act*.

Initials:

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**SCHEDULE “D” Extra Services**

Initials:

Municipality:

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## **Excerpt – Municipal Government Act**

### **Section 45**

#### **Non-municipal Public Utilities**

##### **Granting rights to provide utility service**

**45(1)** A council may, by agreement, grant a right, exclusive or otherwise, to a person to provide a utility service in all or part of the municipality, for not more than 20 years.

**(2)** The agreement may grant a right, exclusive or otherwise, to use the municipality's property, including property under the direction, control and management of the municipality, for the construction, operation and extension of a public utility in the municipality for not more than 20 years.

**(3)** Before the agreement is made, amended or renewed, the agreement, amendment or renewal must (a) be advertised, and (b) be approved by the Alberta Utilities Commission.

**(4)** Subsection (3)(b) does not apply to an agreement to provide a utility service between a council and a regional services commission.

**(5)** Subsection (3) does not apply to an agreement to provide a utility service between a council and a subsidiary of the municipality within the meaning of section 1(3) of the Electric Utilities Act.

RSA 2000 cM-26 s45; 2003 cE-5.1 s165; 2007 cA-37.2 s82(17)

### **Section 47**

#### **Renewals**

**47(1)** An agreement referred to in section 45 that is not renewed continues in effect until either party, with the approval of the Alberta Utilities Commission, terminates it on 6 months' notice.

**(2)** If notice to terminate has been given under subsection (1), the municipality has the right to purchase the rights, systems and works of the public utility.

**(3)** If the municipality wishes to purchase the rights, systems and works and no agreement on the purchase can be reached, either party may refer the matter to the Alberta Utilities Commission.

**(4)** After the matter is referred to the Alberta Utilities Commission, the Commission must by order fix the terms and price of the purchase and the order is binding on the parties.

RSA 2000 cM-26 s47; 2007 cA-37.2 s82(17)

## **HIGHLIGHTS OF SIGNIFICANT CHANGES BETWEEN CURRENT AGREEMENT AND PROPOSED AGREEMENT**

**Approval of Council for Construction/Maintenance of Distribution System** – Under the Proposed Agreement, ATCO must obtain the approval of the Municipality for any Major Work on the Distribution System. Major Work is defined as construction or maintenance work in excess of \$50,000.00. Under the Current Agreement, ATCO must obtain the approval of the Municipality for the construction of the Distribution System to un-serviced areas. As such, under the Current Agreement ATCO would not have to obtain the approval of the Municipality for maintenance work. However, under the Proposed Agreement ATCO would not have to obtain approval from the Municipality for the construction of the Distribution System to un-serviced areas, unless the aforesaid construction exceeded \$50,000.00.

Moreover, under the Proposed Agreement, ATCO must provide as-built drawings and specifications for any material changes or extensions to the Distribution System. By contrast, under the Current Agreement, ATCO is only required to provide the aforesaid information upon the request of the Municipality.

Finally, under the Proposed Agreement, ATCO must obtain written approval from the Municipality prior to undertaking any traffic lane or sidewalk closures. No provision is made to that effect under the Current Agreement.

**Default and the Right to Terminate** – Under the Current Agreement, provision is made only in respect of the right of the Municipality to terminate the agreement upon default by ATCO, whereas the Proposed Agreement provides that both parties may terminate the agreement upon the default of the other party. Regardless, the *MGA* provides all parties to a franchise agreement with the statutory authority to terminate the agreement upon six months notice and the approval of the AUC.

**Discontinuance of Electric Service** – Provision under the Current Agreement that ATCO is responsible for providing notice to customers of any planned discontinuance of electricity has been deleted under the Proposed Agreement.

**Distribution System Expansion** – The Proposed Agreement provides that ATCO at its cost shall use its best efforts to satisfy Distribution System expansion requests of the Municipality and customers.

**Franchise Fee** – The parties have agreed to two key changes.

First, under the Current Agreement, franchise fees payable by ATCO are in lieu of taxes. Consequently, the Current Agreement constitutes a tax agreement pursuant to section 360 of the *MGA*. By contrast, the Proposed Agreement expressly provides that it is not a tax agreement under section 360 of the *MGA*. Hence, the Municipality may impose on ATCO any fees, charges, or taxes that it has jurisdiction under law to impose, in addition to the franchise fee.

Second, provision has been made under the Proposed Agreement to provide the Municipality with the option of changing the franchise fee percentage on an annual basis, provided that the franchise fee percentage not exceed 20 percent, absent approval by the AUC (the AUC determined in an earlier decision that a franchise fee percentage may not exceed 20 percent). This option makes sense in light of inflation and other considerations, given the 12 year duration of the initial term of the Proposed Agreement.

**Initial Term** – Under the Proposed Agreement the initial term has been extended to twelve years, instead of ten years. However as discussed above, the Proposed Agreement will remain in effect, until a renewal/replacement agreement is entered into, or until either Party terminates the Proposed Agreement upon six months notice and approval by the AUC.

**Municipal Electric Energy Supply Requirements** – Under the Current Agreement the Municipality is required to use electricity supplied by ATCO, subject to the exception that the Municipality may generate electricity for its own use, in the case energy for standby and emergency purposes. Under the Proposed Agreement the Municipality may generate electricity for its own facilities, if the electricity is generated at those respective facilities. Further, the Municipality may convey its generated electricity to sites adjacent to the aforesaid facilities, save for road allowances.

**Municipal Use of Poles** – Provision under the Current Agreement that any alterations required by the Municipality to ATCO's poles arising from the Municipality's use of the poles is not included in the Proposed Agreement.

**Relocation Costs** – Under the Current Agreement the Municipality is required to pay the costs associated with relocating any part of the Distribution System, unless the Distribution System was found not to be in compliance with a location approved by the Municipality, in which case ATCO would be responsible for the costs. By contrast, under the Proposed Agreement, ATCO is responsible for relocation costs.

The Proposed Agreement also provides that the Municipality may undertake any relocation efforts, in the event of an emergency. Costs incurred by the Municipality in such an event shall be reimbursed by ATCO.

**Right of First Refusal** – The Proposed Agreement provides that if a *bona fide* purchase is made by a third party to acquire the Distribution System, the Municipality has the first right to acquire the Distribution System from ATCO, if exercised within 120 days of being notified of the proposed purchase. Such a provision is not contained in the Current Agreement.

**Third Party Use** – The Proposed Agreement provides that a third party may use the Distribution System. However, a prerequisite to such use is approval by both ATCO and the Municipality. In addition, the third party is required to enter into an agreement and provide compensation to the Parties pursuant to those agreements.

**Urgent Repairs and Notification to the Municipality** – ATCO may undertake urgent repairs or maintenance on Municipal Property without first notifying the Municipality. However, ATCO

must provide such notice within 72 hours of undertaking such repairs or maintenance activities. A provision for urgent repairs is not contained in the Current Agreement.

**Waiver** – Under the Current Agreement provision is made that no failure of a party to act, in respect of the breach of the agreement by the other party shall constitute a waiver of any right or remedy that the party has at law against the breaching party. This provision has been deleted under the Proposed Agreement.

### **APPROVAL PROCESS**

Approval of the Proposed Agreement requires that certain steps be followed. In short, the Proposed Agreement can only come into effect if: (1) the Council passes a bylaw ratifying the Proposed Agreement; and (2) the Proposed Agreement is approved by the AUC. If either of the aforementioned steps is not satisfied, the Proposed Agreement will be of no effect. More specifically, the following is the manner by which the Municipality should proceed in order to implement the Proposed Agreement.



**Subject: Special Events****Bylaw No. 13/014 - Land Use Bylaw Amendment****Council Policy - PRL-130 - Special Event Policy for Municipal Parks and Public Open Spaces****APPROVALS:**

Bruce Irvine, Director  
Brian Makey, Chief Operating Officer  
Glen Laubenstein, Chief Administrative Officer

**Administrative Recommendations:**

1. THAT Bylaw No. 13/014, being a Land Use Bylaw Amendment to define, regulate, and add Special Events as a use within the Land Use Bylaw of the Regional Municipality of Wood Buffalo, be read a second time; and
2. THAT Bylaw No. 13/014 be amended by:
  - a) Replacing Section 20.1 (dd) with the following: “A Special Event with event attendance of less than 150 persons at any one time”;
  - b) Adding the following to Section 20.1:
    - (ff) A Special Event that is a school event held within school facilities, or if outside, on school-owned properties;
    - (gg) A Special Event that is held by a religious assembly on a property owned by the religious assembly.
  - c) Replacing Part 4 of the Bylaw with the following: “This bylaw shall be passed and become effective on September 11, 2013.”
3. THAT Bylaw No. 13/014 be read a third and final time.
4. THAT Policy PRL-130, Special Event Policy for Municipal Parks and Public Open Spaces dated May 28, 2013 be approved.

**Summary:**

Special events occurring on municipally owned lands are regulated under the Special Events Permit process, which is currently governed by Policy PRL-130. Special events that occur on privately owned lands have not been regulated by the Municipality. Recent events have made it clear that the Municipality should have greater interest in some special events which occur on privately owned land. As well, Policy PRL-130 is in need of revision to reflect changes in the municipal organization, since it was originally adopted in 2001.

The Land Use Bylaw is the most appropriate vehicle to regulate special events on private land. Policy PRL-130 remains the most appropriate vehicle to regulate special events held on municipally owned land. The authority to amend the Land Use Bylaw is vested with Council under the Municipal Government Act. The authority to approve revisions to Policy PRL-130 rests with Council.

### **Background:**

Since 2001, the Regional Municipality of Wood Buffalo has regulated special events through Policy PRL-130. That policy specifically applies only to events which occur outside on municipally owned land such as parks and public open spaces. The objective of this policy is to provide a consistent and equitable framework for the effective management and approval of public and private special events held in municipal parks and public open spaces.

In 2012, an application was made to the Municipality for a Special Event Permit to be held on privately owned land. The Municipality was unable to consider such an application because Policy PRL-130 does not apply to private land. Nevertheless it was concluded that some events held on private land should be regulated through a permit process. The purpose of this regulation would be to identify and mitigate potential nuisance issues resulting from the event, coordinate logistics for event travel and parking, ensure public safety and security, and ensure the event organizer is adequately insured.

The development permit process is well positioned to regulate special events on private land; however, not all events are of a scale or character to need such regulation. The proposed amendment to the Land Use Bylaw limits the types of events which would require a development permit to those relatively few which exhibit the potential to create public safety risks, conflict, and nuisance.

The proposed bylaw to amend the Land Use Bylaw No. 99/059 (Attachment 1) creates a new definition of Special Event under Section 10 and adds a Special Event section to Part 5: General Regulations. The bylaw also makes amendments to Section 20.1 to delineate which types of Special Events are exempt from requiring a development permit.

Policy PRL-130 (Attachment 3) has been updated to incorporate feedback from municipal departments involved in reviewing applications for special events. The specific changes to this policy are summarized in Attachment 4.

Recently some events have taken place at indoor municipally owned and/or operated facilities that exposed the Municipality to risk of damage to the facility and injury to persons while the event was taking place. This has led Administration to conclude that such events should also be regulated through a policy, to bring indoor events into the Special Event Permit process. Various mechanisms for regulating these indoor events will be researched.

### **Rationale for Recommendations:**

Special Events present different challenges to the Municipality depending on whether they occur on municipal land or on private land. This is why two different processes are needed to regulate them. An event organizer will need either a Special Event Permit or a development permit, but not both. However, as has always been and will continue to be the case, where temporary

structures such as stages and kiosks are proposed, building permits are required to ensure the safety of those structures.

The proposed amendment to the Land Use Bylaw would make Special Events a discretionary use in residential areas, meaning that the application can be approved, approved with conditions or refused. The decision is appealable to the Subdivision and Development Appeal Board (SDAB), which is an independent, quasi-judicial board, appointed by Council for the purpose of hearing appeals on development matters. The process associated with filing an appeal is outlined in Attachment 2.

Recommendations in this report to make amendments to Bylaw 13/014 arose out of Council's deliberations following a public hearing held on May 28, 2013. A motion to refer the Bylaw back to administration was passed and direction provided as to the scope of changes. The proposed amendments are intended to respond to Council's direction to add clarity on how the Bylaw addresses events held as a part of school and church operations, as well as a desire for a period of time before the Bylaw will come into effect.

**Attachment:**

1. Bylaw No. 13/014
2. Subdivision and Development Appeal Board Process
3. Council Policy PRL-130: Special Event Policy for Municipal Parks and Public Open Spaces – Dated May 28, 2013
4. Overview of Changes to Policy PRL-130



## BYLAW NO. 13/014

### BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO AMEND LAND USE BYLAW NO. 99/059

**WHEREAS** Section 639 of the *Municipal Government Act*, R.S.A., 2000, c.M-26 and amendments thereto authorizes Council to enact a bylaw adopting a Land Use Bylaw.

**AND WHEREAS** Section 191(1) of the *Municipal Government Act*, R.S.A., 2000, c.M-26 and amendments thereto authorizes Council to adopt a bylaw to amend a Land Use Bylaw.

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, in the Province of Alberta, in open meeting hereby enacts as follows:

1. Land Use Bylaw No. 99/059 is hereby amended by:

(a) Adding the following to Section 10:

**GARAGE SALE** means the sale of used household goods by the occupant of a dwelling for a maximum of two (2) consecutive days and for a maximum of three (3) sales in any one calendar year starting on January 1. A Garage Sale may also be called a yard sale, lawn sale, moving sale, rummage sale, renovation sale, tag sale, attic sale, or junk sale, but does not include Home Business or Home Occupation.

**SPECIAL EVENT** means a temporary activity that:

- (a) changes the use of land or a building, or that changes the intensity of use of land or a building;
- (b) does not exceed ten (10) consecutive calendar days, excluding the time required to erect and dismantle the event, which shall not exceed an additional ten (10) cumulative calendar days;
- (c) does not occur for more than thirty (30) cumulative days in one calendar year, starting on January 1, excluding the time required to erect and dismantle the event;
- (d) is not part of a use at the site for which there is an existing Development Permit; and
- (e) May include a Carnival or a Festival but does not include Project Accommodation or a Garage Sale.

(b) Adding the following to Section 20.1:

- 20.1 A development permit is not required for the following developments provided that they comply with the requirements of this bylaw:
- (aa) A Special Event on public land, on a public roadway, or in a publicly operated facility which has obtained a Special Event Permit and is subject to the provisions of Council Policy PRL-130;
  - (bb) A Garage Sale;
  - (cc) A Special Event that is held entirely within the existing building(s) on a site and where the site has sufficient on-site parking to accommodate persons attending the Special Event and the site is more than 100 metres from the boundary of a parcel of land with an existing residential use;
  - (dd) A Special Event that is a maximum of three (3) consecutive days, excluding the time to erect and dismantle the Special Event, with expected event attendance of less than 150 persons at any one time, and for which no fee is charged to attend;
  - (ee) A Special Event that is seasonal, does not occur for more than 90 consecutive calendar days, and is accessory to a principal agricultural use, where the site has sufficient on-site parking to accommodate all persons attending the Special Event, for example a corn maze or Christmas tree sale lot;
- (c) Adding the following to Part Five: General Regulations:

### **300 Special Events**

- 300.1 Special Events are a discretionary use in all residential and mixed use districts, and in all other districts where the site on which the Special Event occurs is less than 100 metres from the boundary of a parcel of land with an existing residential use.
- 300.2 Special Events are a permitted use in all agricultural, commercial and industrial districts, and on lands districted MR – Municipal Reserve, PS – Public Service, PR – Parks and Recreation, or PUL – Public Utility Lot where the site on which the Special Event occurs is more than 100 metres from the boundary of a parcel of land with an existing residential use.
- 300.3 A complete application for a Special Event Development Permit shall include, but may not be limited to, the following:

- a) A site plan which identifies where the Special Event is proposed to take place and the facilities and structures which comprise the Special Event or are required to support it;
- b) A context plan identifying how the Special Event relates to surrounding land uses;
- c) A parking and traffic management plan which is satisfactory to the Development Authority;
- d) Building plans of any proposed temporary structures over 10m<sup>2</sup>;
- e) A signage plan that details sign content and location;
- f) An emergency response plan; and
- g) Hours of operation of the proposed event.

300.4 Applications for a Special Event Development Permit shall be considered using the following criteria:

- a) Compatibility of the Special Event with its proposed site;
- b) Compatibility of the Special Event with surrounding land uses;
- c) Availability of parking and/or transit to accommodate the expected event attendance;
- d) Emergency preparedness, as determined by regional emergency services;
- e) Mitigation measures for any potential health and safety risks;
- f) Identification and mitigation of potential nuisance factors such as, but not exclusive to, pollution, noise, visual blight, dust, traffic congestion, garbage disposal and recycling; and
- g) The proposed hours of operation of the Special Event.

300.5 The Development Authority may, as a condition of issuing a development permit for a Special Event, impose conditions respecting the following matters:

- a) The operation of the Special Event in accordance with the application submitted to and the plans approved by the Development Authority;

- b) Requirements for police, EMS, and fire services to be provided at the event and at the cost of the event organizer;
  - c) Mitigation of potential nuisance factors that may be caused by the Special Event, including but not exclusive to pollution, noise, visual blight, dust, traffic congestion, garbage disposal, and recycling;
  - d) The time or times during which the Special Event may be carried out; and
  - e) Any other conditions that in the opinion of the Development Authority may be necessary for the Special Event to operate in a manner that meets the criteria for Special Events in the Municipality.
2. Bylaw No. 12/039 is hereby repealed.
3. The Chief Administrative Officer is authorized to consolidate this bylaw.
4. This bylaw shall be passed and become effective when it receives third reading and is signed by the Mayor and Chief Legislative Officer.

READ a first time this 14 day of May, A.D 2013.

READ a second time this     day of     , A.D. 2013.

READ a third and final time this     day of     , A.D. 2013.

SIGNED and PASSED this     day of     , A.D. 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer



# Subdivision and Development Appeal Process

## Notice of Appeal Filed

- Applicants must file the Notice of Appeal within **14 days** after receipt of the written decision/order from Planning and Development;
- Once the development authority has issued a written decision, the decision must be advertised. Affected Property Owners must file the Notice of Appeal within **14 days** after the date of advertising.

*MGA 686(1)*



## Appeal Hearing

The appeal hearing must be scheduled to be heard within **30 days** of receiving the Notice of Appeal.

*MGA 686(2)*



## Hearing Notification

**14 days** prior to the scheduled appeal hearing, written notification is sent to the appellant, persons affected by the appeal (adjacent property owners) and the development authority (Planning and Development Department). Legislation requires a minimum of 5 days notice.

*MGA 686(3)*



## Advertising

Although advertising is not required by legislation, the date, time, location, and subject matter of the appeal hearing is advertised in local newspapers and on the municipal website a minimum of **5 days** prior to the scheduled hearing.



## Decision

The Subdivision and Development Appeal Board's written decision must be issued no later than **15 calendar days** after closing the hearing.

*MGA 686(2)*



## Appealing Subdivision and Development Appeal Board Decision

Decisions of the Subdivision and Development Appeal Board can be appealed to the Provincial Court of Appeal on a question of law or jurisdiction within **30 days** after issue of the written decision.

*MGA 688*



# Council Policy

Policy Name: Special Event Policy for Municipal Parks and Public Open Spaces  
Department Name: Community Services  
Policy No.: PRL-130  
Effective Date: June 11, 2013

Review Date: June 11, 2016

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## **STATEMENT:**

The Regional Municipality of Wood Buffalo has identified a need to provide information and direction on who should be permitted to host events and outlines the requirements for obtaining a permit for use of municipal parks and public open spaces.

## **PURPOSE AND OBJECTIVE:**

The Regional Municipality of Wood Buffalo supports and promotes a vibrant culture that will bring our story to life through celebrations and events that help build pride in our region and encourage the use of public places for increased social interaction. The objective of this policy is to provide a consistent and equitable framework for the effective management and approval of public and private special events held in municipal parks and public open spaces.

## **PROCEDURES:**

### **1. Definitions**

- 1.1. Administration – Employee(s) of the Regional Municipality of Wood Buffalo that are responsible for accepting and processing special event applications.
- 1.2. Application Fee – A non-refundable fee intended to help recover costs associated with processing the special event application.
- 1.3. CAO – Means the Chief Administrative Officer of the Municipality within the meaning of the Municipal Government Act, or their delegate.
- 1.4. Commercial Organization – Any organization which operates on a for-profit basis.
- 1.5. Community Group – Shall mean a non-incorporated group composed of individual residents whom have joined together or a nonprofit organization incorporated under the Societies Act of Alberta and/or Canada. The groups shall meet all of the following criteria:
  - 1.5.1. Individuals within the group must be residents of Wood Buffalo, or work at a business address in the Municipality.
  - 1.5.2. The group's membership is open, and available to any municipal resident.
  - 1.5.3. The purpose and practices of the group are not in opposition of the Alberta Human Rights Act; and
  - 1.5.4. The group is not a registered political party.

- 1.6. Event Manager – The person designated by the event organizers as the primary person responsible for the event and identified as the contact person on the special event application.
- 1.7. Municipal Parks – Municipal parks and reserve lands.
- 1.8. Municipality – Regional Municipality of Wood Buffalo.
- 1.9. Parade – A large public procession, usually including a marching band and often of a festive nature, held in honor of an anniversary, person or event.
- 1.10. Procession – A group of people or things moving forward in an orderly, regular, or ceremonial manner.
- 1.11. Public Open Space – Municipally owned parks, trails, public squares, parking lots, roadways and/or areas that could be used for an event.
- 1.12. Special Event means a temporary activity that:
  - 1.12.1. Changes the intended use of a municipal park or public open space; or
  - 1.12.2. Changes the intensity of land use in a municipal park or public open space.

## **2. Responsibilities**

- 2.1. Council to:
  - 2.1.1. Approve this policy.
- 2.2. Chief Administrative Office (CAO) or their delegate to:
  - 2.2.1. Support the implementation of this policy.
  - 2.2.2. Review all applications for parades or processions; unconditionally approve or refuse the application.
- 2.3. Executive Director to:
  - 2.3.1. Support the implementation of this policy.
  - 2.3.2. Ensure all municipal accounting procedures are followed.
- 2.4. Director to:
  - 2.4.1. Ensure recommendations from any policy reviews are submitted for approval and implementation.
- 2.5. Manager to:
  - 2.5.1. Implement this policy and recommend any amendments.

2.6. Administration to:

- 2.6.1. Ensure that the Special Event Policy for Municipal Parks and Public Open Spaces is adhered to.

### 3. General Procedures

3.1. Applications:

- 3.1.1. It is highly recommended that Event Managers submit a Special Event application form to the Regional Municipality of Wood Buffalo a minimum of 90 days prior to the event date to ensure adequate time for application review and circulation.
- 3.1.2. Depending on the size and scope of the event, a complete application for a Special Event Permit shall include, but may not be limited to, the following requirements:
- 3.1.2.1. A site plan which identifies where the Special Event is proposed to take place and the facilities and structures which comprise the Special Event or are required to support it;
  - 3.1.2.2. A parking and traffic management plan;
  - 3.1.2.3. Building plans of any proposed temporary structures over 10m<sup>2</sup>;
  - 3.1.2.4. A signage plan that details sign content and location;
  - 3.1.2.5. An emergency response plan;
  - 3.1.2.6. Hours of operation of the proposed event; and
  - 3.1.2.7. Proof of liability insurance acceptable to the Municipality. A copy of approved insurance is required prior to permit approval. The Municipality reserves the right to revise insurance requirements at its discretion.
- 3.1.3. Applications for a Special Event Permit shall be reviewed under the following criteria:
- 3.1.3.1. Compatibility of the Special Event with its proposed site;
  - 3.1.3.2. Compatibility of the Special Event with surrounding land uses;
  - 3.1.3.3. Availability of parking and/or transit to accommodate the expected event attendance;
  - 3.1.3.4. Emergency preparedness, as determined by Regional Emergency Services, RCMP and Bylaw;
  - 3.1.3.5. Mitigation measures for any potential health and safety risks;
  - 3.1.3.6. Identification and mitigation of potential nuisance factors such as, but not exclusive to, pollution, noise, visual blight, dust, traffic congestion, garbage disposal and recycling;
  - 3.1.3.7. The proposed hours of operation of the Special Event.
- 3.2. Event Allocation Prioritization: The criteria and order of priority for the allocation of municipal parks and public open spaces in the Municipality will be as follows:
- 3.2.1. Programs, festivals, and special events sponsored by the Municipality.

- 3.2.2. Programs, festivals, and special events sponsored by a school.
- 3.2.3. Community groups. In situations where an organized community group who is a regular user, an informal group, or occasional user apply for use of the same space at the same time, preference may be given to the regular user groups.
- 3.2.4. Nonprofit organizations.
- 3.2.5. Commercial Organizations that do not charge a fee or generate revenue.
- 3.2.6. Commercial Organizations that operate within the Regional Municipality of Wood Buffalo.
- 3.2.7. Commercial Organizations that operate outside the Regional Municipality of Wood Buffalo.
- 3.3. Commercial Organization
  - 3.3.1. Commercial organizations are not permitted in municipal parks and public open spaces, unless specifically authorized by the Municipal employee responsible for parks and public open spaces. Commercial organizations must have a valid municipal business licence.
- 3.4. Event Approval Process
  - 3.4.1. Administration will receive, review, circulate (to all internal departments) and approve or decline the special event permit application. No conditional permits will be granted.
  - 3.4.2. Applications for parades or processions must be reviewed and approved by the Chief Administrative Officer or their designate after all internal departments have reviewed and commented on the special event application.
  - 3.4.3. Event Management: An Event Manager must be designated by the event Organization and will be the prime contact for the Municipality. The Event Manager is responsible for the action and consequences arising from the event and must:
    - 3.4.3.1. Obey all instructions and requirements outlined on the Special Event Permit.
    - 3.4.3.2. Ensure that all bylaws and other applicable legislation are obeyed.
    - 3.4.3.3. Acquire additional permits and licences required by the Municipality and/or external organizations, in order to obtain special event permit approval from the Municipality. Application and permit processing times may vary in each department and in external organizations. Additional permits may include but are not limited to food, temporary structures and fireworks. Additional licenses may include but are not

limited to municipal business and liquor licenses. Permits and licensing for amusement rides are governed by the Province of Alberta Safety Codes Act and specific certifications are required for this type of Special Event.

### 3.5. Civic Services

3.5.1. There are costs associated with some civic services required for special events. All requests for civic services are coordinated by an administrator within the Community Services Department. Fees are independently determined by each of the impacted departments at cost recovery. Civic services include, but are not limited to:

- 3.5.1.1. Special event policing;
- 3.5.1.2. Road closures;
- 3.5.1.3. Transportation of municipal property (i.e., picnic tables, waste receptacles, fire pits, barricades, etc.);
- 3.5.1.4. Clean up;
- 3.5.1.5. Wood Buffalo Transit system detours; and
- 3.5.1.6. Medical services.

**APPROVAL, MANAGEMENT AND REFERENCES:**

This policy shall be reviewed in three (3) years from its effective date to determine its effectiveness and appropriateness. This policy may be assessed before that time as necessary to reflect organizational change.

Approving Authority: Regional Council  
Approval Date: June 11, 2013

Revision Approval Dates: June 11, 2013  
Review Due: June 11, 2016

Policy Manager: Director, Community Services Department  
Department Contact: Manager, Community Strategies Branch

Legal References:

Cross References: Alberta Fire Code  
Alberta Safety Codes Act; Regulation 28/2012  
Bylaw No. 02/079  
Bylaw No. 83/24  
Bylaw No. 07/045

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

\_\_\_\_\_  
Date



## **Overview of Changes to Policy PRL-130**

### **PURPOSE AND OBJECTIVES:**

Reflects highlights within the Municipal Development Plan and condenses similar content from the existing PRL-130 into sentence format rather than bullets.

### **PROCEDURES:**

#### **1. Definitions**

**New definitions add clarity within the policy**

- CAO
- Municipal parks
- Parade
- Procession

#### **Modified definitions**

- Application fee
- Event manager
- Public open space

#### **Deleted definitions**

- Event
- Facility booking coordinator
- Festival
- Public agency

#### **2. Responsibilities**

Updated to reflect organizational change and current roles and responsibilities within the municipality.

#### **3. General Procedures**

##### **3.1 Applications:**

- 3.1.1 The updated statement highly recommends that Event Managers submit Special Event applications 90 days prior to the event date rather than a definitive statement in the existing policy that indicates that annual applications must be submitted 60 days prior to the event date and new applications at least 30 days in advance.
- 3.1.2 Additional details have been added within this section to increase clarity for administrators whom use this policy to approve or decline special event applications. Added details highlight what should be included in a complete special event application such as:

- A site plan
- Parking and traffic management plan
- Building plans
- Emergency response plans
- Hours of operation
- Proof of liability insurance

3.1.3 All criteria included in this section are new additions to the policy.

### **3.4 Event Approval Process**

3.4.1 No conditional special event permits will be granted. Historically, conditional special event permits have been granted and in some cases events have been hosted without proper permitting in place.

3.4.2 This statement has been added to reflect consistency between PRL-130 and Bylaw No. 02/079 Part 10.

### **3.5 Civic Services**

3.5.1 A cost recovery component for civic services has been added. At this time, some Departments charge a fee for civic services and the addition reflects current practice.

**Subject: Bylaw No. 13/019 – Combative Sports Commission Bylaw****Recommendations:**

1. THAT Bylaw No. 13/019, being the Combative Sports Commission Bylaw, be given first reading; and

THAT a non-statutory public hearing be held on Tuesday, June 25, 2013; and

THAT a resolution be prepared for submission to the Alberta Association of Municipal Districts and Counties and the Alberta Urban Municipalities Association requesting the creation of a provincial oversight body for combative sports.

**Summary:**

Currently, there is no formal body to oversee or sanction combative sports events in the Regional Municipality of Wood Buffalo. As there is no provincial commission, the only way currently to regulate such events is through the creation of a municipal Combative Sports Commission Bylaw. Section 535.1 of the Municipal Government Act provides some protection from liability for a municipal commission and its members, officers, employees, volunteers and officials while performing their duties if they are acting in good faith.

In a presentation from the public in September 2012, the Municipality was asked to find a means of allowing combative sports events to occur; however, holding these types of events without a commission was legally questionable and, even with the establishment of a commission, poses potential liability issues that could ultimately impact taxpayers.

The authority to establish a Combative Sports Commission Bylaw is vested with Council under the Municipal Government Act.

**Background:**

On September 11, 2012, the Fort McMurray Martial Arts Association provided a presentation to Council seeking approval to hold and sanction martial arts events. The presentation was accepted as information and referred back to administration for further review.

The Criminal Code, under Section 83(1), prohibits “prize fights”, with the exception of certain types of amateur fights or fights sanctioned under the authority of an athletic board, commission or similar body established by or under the authority of the legislature of a province. It is noted that on June 6, 2013 Bill S-209, *An Act to Amend the Criminal Code (prize fights)* passed in Parliament amending subsection 83(2) of the Criminal Code by updating and expanding the list of permitted sports under the prize fighting provisions. This section now refers to a “boxing contest or mixed martial arts contest held in a province with the permission or under the

authority of an athletic board, commission...”, which helps to clarify the legal status of combative sports events.

Several provinces and territories, namely Manitoba, Ontario, Nova Scotia, Quebec and Northwest Territories, sanction mixed martial arts through a provincial commission. Conversely, hosting mixed martial arts events in Newfoundland and Labrador, PEI, Saskatchewan, Yukon, and Nunavut is illegal, as neither provincial nor municipal commissions exist. There is no provincial legislation sanctioning mixed martial arts events in Alberta, British Columbia or New Brunswick.

Currently, the Regional Municipality of Wood Buffalo does not have an established municipal commission; whereas, the communities of Edmonton, Calgary, Medicine Hat, Lethbridge, Cold Lake, Grande Prairie and the Town of Penhold have combative sports commissions that function in various capacities. Research indicates that all Alberta municipalities that have appointed commissions use the Bylaw governance model to regulate combative sports events; however, many face ongoing risk and compliance challenges in the operation of these commissions. The creation of a provincial commission would be preferable in order to ensure standardized rules and procedures reflecting best practices are implemented consistently throughout Alberta on such issues as testing and athlete suspensions.

### **Rationale for Recommendations:**

The Criminal Code prohibits “prize fights”, with the exception of certain types of amateur fights or fights sanctioned under the authority of an athletic board, commission or similar body established by or under the authority of the legislature of a province. While the creation of a commission by the Regional Municipality of Wood Buffalo will serve to allow the sanctioning of combative sports events within the region, the operation of a commission invites health, legal, and safety risks for the Regional Municipality of Wood Buffalo and the general public.

Combative sports events can pose potential health risks as no regulations regarding disease testing are in place; therefore, blood-borne illnesses can be transferred to participants and spectators. There is a risk that a commission could be held responsible for incorrect calls, medical diagnoses, and failure to stop a fight. In regards to public safety, combative sports events could cause an increase in the number of calls to emergency services. Some establishments that have hosted combative sports events in the past, such as the Enoch River Cree Resort and Casino in Alberta, have stopped hosting these events due to an increase in gang activity and crime. Some high profile incidents that occurred during these events include several shootings and two homicides. Moreover, several incidents involving combative sports fighters and promoters were investigated, including damage to hotel rooms and incidents of drunk and disorderly conduct.

Key issues faced by operating commissions include that there appears to be no standard rules with respect to the following:

- Drug testing;
- Blood testing for contagious diseases;
- Rules of the game;

- Banned athletes; there is a Mixed Martial Arts database which can track banned athletes but participation in the database is optional;
- RCMP/Police records checks;
- Referee certifications;

As combative sports events continue to grow in popularity, there appears to be demand for these types of events to be held in the Regional Municipality of Wood Buffalo. Establishing a Combative Sports Commission Bylaw will address the following:

- Criminal Code concerns, though these have been lessened with the recent Federal legislative changes. The Province of Alberta has not established a provincial commission to sanction events; however, the Municipal Government Act allows for the creation of a commission by a municipality;
- Subject matter expertise. The regulation of combative sports is not a public service typically provided by a municipality; therefore, the commission will require the services of expert resources to provide support and guidance;
- Setting and maintaining rules and procedures. The commission will establish and ensure compliance with appropriate training, health and safety and other rules and procedures to regulate and control combative sports events; and
- Funding. It is likely that holding combative sports events will generate economic benefits in the region. A combination of flat fees and a percentage of the revenue generated by these events will be paid to the commission to offset all costs, including those of its officials and subject matter experts, to ensure full cost recovery. The members of the commission are responsible to ensure its operations are entirely self-funding.

Although, administration does not support the establishment of a Combative Sports Commission, a bylaw has been prepared for Council's consideration. It is recommended that it be given first reading and a non-statutory public hearing be scheduled to provide an opportunity for residents to provide input on the matter.

**Attachments:**

1. Bylaw No.13/019





REGIONAL MUNICIPALITY  
OF **WOOD BUFFALO**

# **Combative Sports Commission Bylaw**

Bylaw No. 13/019

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## **BYLAW NO. 13/019**

### **BEING A BYLAW OF THE REGIONAL MUNICIPALITY OF WOOD BUFFALO TO ESTABLISH A COMBATIVE SPORTS COMMISSION**

**WHEREAS** Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended provides that a Council may pass bylaws respecting the safety, health and welfare of people and the protection of people and property; people, activities and things in, on, or near a public place; businesses, business activities and persons engaged in business; and the enforcement of bylaws including the creation of offences and the imposition of penalties in respect thereto;

**AND WHEREAS** Section 8 of the *Municipal Government Act* provides that a Council may, in a bylaw: regulate or prohibit, and provide for a system of licenses, permits or approvals including the establishment of fees for licenses, permits and approvals; prohibit any activity, industry, or business until a license, permit or approval has been granted; provide terms and conditions that may be imposed on any license, permit or approval; and provide for the suspension or cancellation of a license, permit or approval for failure to comply with a term or condition, or for any other reason specified in the bylaw;

**AND WHEREAS** Section 535.1 of the *Municipal Government Act* contemplates that the Council of a municipality may enact a bylaw creating a commission for the purpose of controlling and regulating boxing, wrestling, full contact karate, kickboxing, or any other sport that holds contests where opponents strike each other with a hand, foot, knee, elbow or other parts of the body;

**AND WHEREAS** it is desirable to establish a Combative Sports Commission within the Regional Municipality of Wood Buffalo for those purposes;

**NOW THEREFORE** the Council of the Regional Municipality of Wood Buffalo, in the Province of Alberta, duly assembled, hereby enacts as follows:

#### **I. ESTABLISHMENT**

1. The Regional Municipality of Wood Buffalo Combative Sports Commission is hereby established.

#### **II. DEFINITIONS AND INTERPRETATION**

##### **Short Title**

2. This Bylaw may be cited as the “Combative Sports Commission Bylaw”.

##### **Definitions**

3. In this Bylaw, the following words and terms shall have the following meanings unless the context otherwise requires:
- (a) “Agent” means every Person who, by mutual consent, acts for the benefit of another, which includes an employee and other persons in care and control of a Combative Sports Event;
  - (b) “Amateur Contestant” means anyone who participates in a Combative Sport that is governed by one or more amateur bodies and does not receive any money or other gain from such participation;
  - (c) “Amateur Event” means a Combative Sports competition that is restricted to Amateur Contestants and is governed by one or more amateur bodies;
  - (d) “Applicant” means a Person who applies for a License or Event Permit, or the renewal of a License or Event Permit, pursuant to this Bylaw;
  - (e) “Combative Sports” means any sport that holds contests where opponents strike each other with a hand, foot, knee, elbow or other parts of the body, including, but not limited to, boxing, wrestling, full contact karate, kickboxing, martial arts, mixed martial arts and muay thai;
  - (f) “Combative Sports Event” or “Event” means a Combative Sports competition with one or more Contests, including weigh-ins, medical examinations and other Contest related activities, but does not include Amateur Events;
  - (g) “Commission” means the Regional Municipality of Wood Buffalo Combative Sports Commission established by this Bylaw;
  - (h) “Conflict of Interest” means a situation in which a Member has a private or personal interest sufficient to influence or appear to influence the objective exercise of his or her Commission duties;
  - (i) “Contest” means a bout, match or fight;
  - (j) “Contestant” means an individual who participates in a Contest at a Combative Sports Event;
  - (k) “Council” means the Council of the Regional Municipality of Wood Buffalo;
  - (l) “Date Booking Fee” means the fee payable for an Event Permit as set out in Schedule “A”;
  - (m) “Event Deposit” means the payment made by a Person to ensure compliance with the terms and conditions of an Event Permit and this Bylaw;
  - (n) “Event Fee” means the fee payable for an Event Permit, as set out in Schedule “A”;

- (o) “Event Permit” means a permit for an Event issued to a Person pursuant to this Bylaw;
- (p) “Licence” means a licence issued to a Person pursuant to this Bylaw;
- (q) “Licence Fee” means the fee payable for a Licence as set out in Schedule “A”;
- (r) “Licensee” means a Person holding a valid and subsisting Licence or Event Permit pursuant to this Bylaw;
- (s) “Member” means an individual appointed to the Commission pursuant to this Bylaw;
- (t) “Municipal Tag” means a ticket alleging an offence issued pursuant to the authority of a bylaw of the Municipality;
- (u) “Municipality” means the Regional Municipality of Wood Buffalo;
- (v) “Official” means an individual who is authorized by the Commission to provide services at an Event, including, but not limited to judges, timekeepers, dressing-room supervisors, seconds, referees, medical advisers, ringside physicians, scorekeepers, knockdown judges, paymasters, ring generals, technical advisers, corner supervisors and inspectors;
- (w) “Peace Officer” means a community peace officer or bylaw enforcement officer employed by the Municipality and authorized to enforce this bylaw, or RCMP officer;
- (x) “Person” means an individual, partnership, association, corporation, organization, business, cooperative, trustee, executor, administrator or legal representative;
- (y) “Premises” means any building, enclosure or other place occupied or capable of being occupied by any Person for the purpose of carrying out or holding a Combative Sports Event;
- (z) “Promoter” means a Person who advances, assists, encourages, promotes or takes steps to stage or facilitate a Combative Sports Event;
- (aa) “RCMP” means the Royal Canadian Mounted Police;
- (bb) “Second” means an individual designated as an assistant to a Contestant at a Combative Sports Event, including a cutman; and
- (cc) “Violation Ticket” means a violation ticket issued pursuant to the *Provincial Offences Procedure Act*, R.S.A. 2000, c. P-34, as amended.

#### **No Property Rights**

4. A Licence or Event Permit does not confer any property rights and no Licensee shall sell,

assign, lease or otherwise transfer or dispose of or give up control of a License or Event Permit.

### **Proof of Licence**

5. The onus of proving that a Person has a valid and subsisting Licence or Event Permit is on the Person alleging the existence of the Licence or Event Permit on a balance of probabilities.

### **Criminal Code**

6. For the purposes of section 83 of the *Criminal Code*, R.S.C 1985, c. C-46, as amended, any Event licensed by this Bylaw is deemed to be a boxing contest.

## **III. THE COMMISSION**

### **Commission Membership**

7. Subject to the other provisions in this Bylaw, the Commission shall consist of seven (7) Members appointed by resolution of Council consisting of: two (2) members of law enforcement, (2) medical officials and three (3) members from the public-at-large, at least one (1) of whom must represent the rural service area of the Municipality.
8. The Mayor is not a Member by virtue of that office.
9. Promoters, Contestants, or individuals involved in the business of Combative Sports are not eligible to serve on the Commission until one (1) year has passed from the last date on which the individual participated at an Event, or any similar Event in the Province of Alberta, unless Council otherwise directs.
10. Prior to being considered for appointment, every applicant must certify on a form acceptable to the Municipality that the applicant:
  - (a) meets the requirements of section 9, if applicable, and is otherwise eligible for appointment; and
  - (b) is not aware of any Conflict of Interest that could affect the applicant's ability to serve on the Commission in a fair and impartial manner.
11. Members appointed by resolution of Council shall be eligible for re-appointment for a maximum of three (3) consecutive terms or six (6) consecutive years, whichever is greater.
12. Each term shall not exceed two (2) years. Members shall serve their terms, or any portion of their terms, at the pleasure of Council, and may resign at any time upon written notice to the Commission, and to Council.

13. In the event that suitable candidates for membership on the Commission are not obtained by Council, Council may appoint such other persons as they deem appropriate. Any appointment would fill the balance of an existing term.
14. Initial appointments to the Commission shall be for either a one (1) or two (2) year term, with the objective that such appointment terms shall be established to overlap, optimizing the continuity of the Commission.
15. Subject to the pleasure of Council, all subsequent terms of appointment will be for a period of two (2) years, unless a vacancy occurs, in which case the appointment will be for the balance of the term applicable to the vacated appointment.
16. Subject to foregoing, in the event that any appointed Member of the Commission is unable or unwilling to continue to serve as a Member for whatever reason, Council shall appoint a replacement.
17. Members of the Commission shall serve without remuneration, excepting only any honorarium Council may, in its discretion, authorize from time to time and reimbursement of reasonable out-of-pocket expenses incurred in conducting the affairs of the authorized business of the Commission, which reimbursement shall be subject to any policies established by the Municipality in regard to the payment of expenses.

#### **Quorum of the Commission**

18. A quorum of the Commission is a majority of its Members, including the Chairperson.
19. The Commission cannot make decisions or give any binding directions unless a quorum of its Members is present.
20. Any Member of the Commission who is unable to attend a Commission meeting shall inform the Chairperson.

#### **Chairperson**

21. At the first meeting of each calendar year, the Commission will appoint from among its Members, a Chairperson and Deputy Chairperson.
22. The duties of the Chairperson of the Commission will include:
  - (a) Presiding at Commission meetings, including the preservation of order and decorum;
  - (b) Making decisions on all questions of Commission meeting procedure and the provision of reasons therefore; however, nothing contained herein shall require the Chairperson to provide written reasons; and

- (c) Assigning Members to monitor Events held pursuant to this Bylaw.
- 23. If the Chairperson is absent or leaves the Chair for any reason, the Deputy Chairperson will preside during the Chairperson's absence.
- 24. In the event that both the Chairperson and Deputy Chairperson are absent, the Commission Members in attendance shall select an acting Chairperson to preside during that meeting.

### **Public Meetings**

- 25. Commission meetings shall be held within the Regional Municipality of Wood Buffalo, and shall be open to the public unless the Commission is discussing an issue which may be considered in private, in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25, as amended, or the regulations thereunder.
- 26. The Commission shall meet a minimum of six (6) times per year and at such other times as the Commission deems appropriate. The Commission must give at least 24 hours' notice of a Commission meeting to the public by posting the agenda for the meeting on the Commission's website.
- 27. The Commission may establish such governance processes and procedures which the Commission deems appropriate provided that no such process or procedure may be established which:
  - (a) is contrary to the terms of this Bylaw;
  - (b) limits the number of times a Member may speak to a question;
  - (c) prohibits informal discussion of a subject where no motion has been made; or
  - (d) prohibits the Chairperson, Deputy Chairperson or acting Chairperson from making motions, participating in debate or voting on motions without leaving the Chair. Without restricting the generality of the foregoing, the Chairperson or acting Chairperson is intended to be an active participant in Commission meetings, and may vote on all motions before the Commission.
- 28. Procedure Bylaw 06/020 shall apply to the Commission and any committee created by the Commission, including Article IV Electronic Participation at Meetings.

### **Authority of Commission**

- 29. The Commission shall review all applications for Licences and Event Permits pursuant to this Bylaw, and any matters ancillary thereto, and may make any and all determinations which the Commission deems appropriate in regard to Combative Sports Events within

the Municipality and any Licences and Event Permits required therefore, including, but not limited to:

- (a) the granting of any Licence or Event Permit in regard to an Event;
- (b) conditions or restrictions in regard to a Licence or Event Permit;
- (c) the date of an Event or the time period during which a Licence or Event Permit will be granted;
- (d) the Officials to be present or required to oversee an Event;
- (e) security services to be present or required at an Event;
- (f) supervisory personnel required to oversee an Event;
- (g) the refusal to grant a Licence or Event Permit;
- (h) the suspension, cancellation or revocation of a Licence or Event Permit; and
- (i) the establishment of regulations governing the:
  - (i) licensing criteria and requirements for all aspects of Combative Sports and Events;
  - (ii) conduct of Promoters, Contestants, and other Persons participating in Combative Sports or attending Events;
  - (iii) credentials, qualifications and selection processes for Officials;
  - (iv) Contests;
  - (v) disciplinary proceedings and sanctions; and
  - (vi) any other matter relating to the control or regulation of Combative Sports and Events in the Municipality.

30. Without limiting the generality of the previous section, the Commission may refuse, suspend, cancel or revoke a Licence or Event Permit where the Commission concludes that:

- (a) this Bylaw has not been complied with;
- (b) the safety of participants, Contestants, spectators or others has not been adequately provided for;



- (c) adequate financial or other arrangements have not been made for the purpose of protecting the integrity of the Event; or
  - (d) it is in the public interest to do so.
- 31. All Members of the Commission, any supervisory personnel assigned by the Commission to an Event and Peace Officers shall at all times have free access to all areas of all Events.
- 32. The Commission shall adopt a badge or other form of identification having thereon the words “Regional Municipality of Wood Buffalo Combative Sports Commission <current year>” which shall be issued to all Members of the Commission and shall be worn by a Member when monitoring an Event.
- 33. Any supervisory personnel assigned to an Event by the Commission shall be issued an appropriate identification badge by the Commission and shall wear the badge when monitoring an Event.
- 34. All Events shall be monitored by the Commission and under the supervision of the Commission and Peace Officers and any Member or Peace Officer shall have the authority to stop any Event or Contest if, in their opinion:
  - (a) a Contestant is unfit to continue or is not properly matched;
  - (b) for any misconduct of any Promoter, Agent or Contestant;
  - (c) for disorderly conduct on the part of the spectators at an Event; or
  - (d) where the safety, health or welfare of the public may be at risk.

#### **Report of Combative Sports Commission**

- 35. The Commission shall:
  - (a) submit an annual update report to Council, including the number of approved Events, budget expenditures and income for the past year and the proposed expenditures and projected income for the upcoming year, together with such other information as Council may request;
  - (b) submit the budget of the Commission during the Municipality’s budget process; and
  - (c) appear before Council as otherwise directed from time to time to report on the activities of the Commission.

#### **IV. CONFLICT OF INTEREST**

36. Immediately upon becoming aware of a Conflict of Interest, or a potential Conflict of Interest, in any matter before the Commission, a Commission Member shall:
- (a) inform the Commission of the Conflict or potential Conflict of Interest;
  - (b) abstain from voting on any question related to the matter;
  - (c) absent themselves from the portion of any Commission meeting at which the matter is discussed or voted upon; and
  - (d) not discuss the details of the matter with, or in any way attempt to influence the views of, other Members.
37. In the event that a Member's spouse, adult interdependent partner, child, sibling, parent, or the parents or sibling of the Member's spouse or adult interdependent partner, has an interest in the outcome of a matter before the Commission, that Member shall be deemed to have a Conflict of Interest.
38. Failure to report a Conflict of Interest may result in the removal of the Member from the Commission.

## **V. LICENCING**

### **General Prohibition**

39. No Person shall take part as a Promoter, Contestant, Second, or Official at any Event unless the Person holds a valid and subsisting Promoter, Contestant, Second or Official Licence, as the case may be, issued pursuant to this Bylaw.
40. No Person shall take part in or promote an Event unless the Commission has issued a valid and subsisting Event Permit for that Event pursuant to this Bylaw.
41. No Person who is under 18 years of age shall apply for an Event Permit or Licence.
42. No Event Permit or Licence shall be issued to any Person who is under 18 years of age.

### **Promoter Licence**

43. An Applicant for a Licence to act as a Promoter must submit to the Commission no later than forty-five (45) days prior to the date of the Event:
- (a) an application in a form approved by the Commission;
  - (b) the Licence Fee;
  - (c) proof in a form satisfactory to the Commission establishing the full name, date of

birth and current address of the Applicant;

- (d) the Applicant's resume describing both the background and experience of the Applicant as it relates to the promotion of Events, including a list of any suspensions or hearings in other jurisdictions that took place within the five years preceding the date on which the application is submitted to the Commission;
- (e) if the Applicant is a corporation:
  - (i) A copy of the corporation's most recent annual return;
  - (ii) The address of the registered office of the corporation;
  - (iii) The names and addresses of the officers, directors and shareholders of the corporation; and
  - (iv) A police information check for each director of the corporation from the RCMP, or such other police service as the Commission may stipulate, dated within thirty (30) days of the application;
- (f) if the Applicant is an individual, a police information check for the Applicant from the RCMP, or such other police service as the Commission may stipulate, dated within thirty (30) days of the application; and
- (g) any additional information required by the Commission.

44. A Licence issued to a Promoter expires on December 31<sup>st</sup> of the year in which the Licence is issued, or such earlier date as may be determined by the Commission.

### **Contestant Licence**

45. An Applicant for a Licence to be a Contestant must submit to the Commission:
- (a) an application in a form approved by the Commission;
  - (b) the Licence Fee;
  - (c) proof in a form satisfactory to the Commission establishing the full name, date of birth and current address of the Applicant;
  - (d) a completed declaration as to the Applicant's suspension and health status in a form approved by the Commission;
  - (e) proof in a form satisfactory to the Commission that the Applicant meets or exceeds the medical fitness and health standards approved by the Commission;
  - (f) a written consent to permit the collection and use of the Applicant's medical records and related information in a form approved by the Commission; and

- (g) any additional information required by the Commission.
46. A Licence issued to a Contestant is valid only for the Event specified in the Licence.
47. A Licence issued to a Contestant is deemed to be a Licence for any Second assisting the Contestant at an Event, if the full name of the Second is provided to the Commission prior to the commencement of the Event.
48. A Licence issued to a Contestant is deemed to contain the following conditions:
- (a) the Contestant may have no more than three (3) Seconds at an Event, unless the Event is a championship Event;
  - (b) the Contestant may have no more than four (4) Seconds at a championship Event;
  - (c) the Officials providing medical services at an Event:
    - (i) may, at any time, intervene in any Contest or Event to examine a Contestant, and after consultation with the referee, may in the medical personnel's discretion, instruct the referee to stop the contest;
    - (ii) must examine a Contestant if the Contestant is injured, including being knocked out, during an Event;
    - (iii) must examine a Contestant:
      - (A) prior to an Event; and
      - (B) immediately after a Contest; and
    - (iv) may impose a medical suspension to a Contestant of a length determined by the Official providing medical service, taking into account the nature of any injuries and any health risks posed to the Contestant;
  - (d) the Contestant consents to the Commission notifying the Contestant's governing bodies and other commissions regulating Combative Sports that a medical suspension was issued and the duration of the medical suspension.

#### **Official's Licence**

49. An Applicant for a Licence to act as an Official must submit to the Commission:
- (a) an application in a form approved by the Commission;
  - (b) the Licence Fee;
  - (c) proof in a form satisfactory to the Commission establishing the full name, date of birth, and current address of the Applicant;

- (d) a resume describing both the background and experience of the Applicant as it relates to the capacity in which the Applicant seeks to act at an Event; and
  - (e) any additional information required by the Commission.
50. A Licence issued to an Official expires on December 31<sup>st</sup> of the year in which the Licence is issued, or such earlier time as the Commission may determine.

### **Consultation**

51. Prior to issuing a Licence the Commission may, with the consent of the Applicant, consult with and obtain relevant and material information from the RCMP, Alberta Health Services, Safety Code Agencies or any other employee, branch, department or agency of any government, including the Municipality.

## **VI. EVENT PERMITS**

### **Event Permit**

52. A Promoter who proposes to organize, manage, facilitate, produce or promote an Event must apply to the Commission no later than thirty (30) days prior to the date of the Event for an Event Permit.
53. Each application for an Event Permit must include:
- (a) a copy of the Applicant's Promoter Licence;
  - (b) an application in a form approved by the Commission;
  - (c) proof in a form satisfactory to the Commission that the Applicant holds all of the necessary permits or approvals for the Event, including but not limited to those required by the Municipality's Land Use Bylaw, as amended or the *Safety Codes Act*, R.S.A. 2000, c. S-1, as amended or any regulation thereunder;
  - (d) the Date Booking Fee;
  - (e) proof in a form satisfactory to the Commission that the Applicant has liability insurance for the Event issued by a licensed Alberta insurer, in a form and amount directed by the Commission, naming the Municipality as an additional named insured as applicable;
  - (f) any additional information required by the Commission.
54. At least five (5) days prior to the date of the Event, the holder of an Event Permit must submit to the Commission:

- (a) the security plans for the Event, as approved by the Commission, including the number of personnel and their qualifications;
  - (b) the medical and safety plans for the Event, as approved by the Commission, including the number of personnel and their qualifications; and
  - (c) a certified cheque in the amount set by the Commission for the Event Deposit.
55. Where there are no rules or regulations established by the Commission for the Event, the Commission shall not sanction the Event and no Event Permit shall be issued.

#### **Date Booking Fee Refund**

56. If the Event is held on the date specified in the Event Permit, then one-half of the Date Booking Fee will be retained by the Commission, and the balance will be returned to the holder of the Event Permit. If the Event is not held on the date specified in the Event Permit, the Commission will retain the full amount of the Date Booking Fee.

#### **Event Fees**

57. The Event Permit holder must pay to the Commission, not more than fourteen (14) days after the Event, an Event Fee.
58. The holder of an Event Permit will:
- (a) ensure the Commission has access at all times to receipt records for the Event, including access to ticket distribution company records for the Event; and
  - (b) provide a record of ticket sales, gate fees and pay-per-view revenues for the Event to the Commission not more than fourteen (14) days after the Event.

#### **Conditions of Every Event Permit**

59. It is a deemed condition of every Event Permit that the holder of the Event Permit will:
- (a) comply with the approved security plan;
  - (b) comply with the approved medical and safety plan;
  - (c) ensure that liability insurance for the Event remains in full force and effect;
  - (d) comply with all policies and procedures approved by the Commission;
  - (e) not falsify any medical or fitness documentation provided to the Commission for the Event;
  - (f) not conduct the weigh-in for the Event in any place where alcohol is being served or sold;

- (g) conduct the weigh-in for the Event in a place accessible to the public within the Municipality;
- (h) only hold the Event on the days and at the times specified in the Event Permit; and
- (i) comply with the maximum attendance requirements specified in the Event Permit.

### **Event Deposit**

- 60. The Event Deposit must be returned to the Event Permit holder within thirty (30) days of the Event if no terms or conditions of the Event Permit or this Bylaw are breached.
- 61. In the event that there is a breach or suspected breach of a term or condition of the Event Permit or this Bylaw, all or a portion of the Event Deposit may be withheld by the Commission, in its discretion.

### **Personnel Fees**

- 62. In addition to any other fees required pursuant to this Bylaw, the holder of an Event Permit shall pay the costs of all Officials, medical personnel and supervisory personnel, including Peace Officers, required pursuant to the Event Permit.
- 63. The Commission may withhold the issuance of or suspend an Event Permit until arrangements satisfactory to the Commission are made for the payment of the above costs.

### **Medical Suspension Reporting**

- 64. The Commission must forward the results of an Event, including all medical suspensions issued to Contestants, to those governing bodies and other commissions regulating Combative Sports that the Commission determines relevant, not more than forty-eight (48) hours after the Event.

## **VII. ENFORCEMENT**

### **Offence**

- 65. Any Person who contravenes this Bylaw, or any term or condition of any Licence or Event Permit issued pursuant to this Bylaw, is guilty of an offence.

### **Continuing Offence**

- 66. In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each day that the offence continues.

### **Corporations and Partnerships**

67. When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or participated in the act or omission that constitutes the offence, is guilty of the offence whether or not the corporation has been prosecuted for the offence.
68. If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence, is guilty of that offence.

### **Vicarious Liability**

69. For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed to also be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.

### **Fines and Penalties**

70. A Person who is guilty of an offence pursuant to this Bylaw is liable to a fine in an amount not less than that established in this Part VII and not exceeding \$10,000, and to imprisonment for not more than six months for non-payment of the fine.
71. The following fine amounts are established for use on Municipal Tags and Violation Tickets if a voluntary payment option is offered:
  - (a) \$250.00 for any offence for which a fine is not otherwise established in this section;
  - (b) \$2,000.00 for any offence under section 39, 40, 60(a), 59(b) or 59(c); and
  - (c) \$5,000.00 for any offence under section 59(e).

### **Payment In Lieu of Prosecution**

72. A Person who commits an offence may, if a Municipal Tag is issued in respect of the offence, pay the fine amount established by this Bylaw for the offence and if the amount is paid on or before the required date, the Person will not be prosecuted for the offence.

### **Violation Ticket**

73. A Peace Officer is authorized to issue a Violation Ticket pursuant to this Bylaw. If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:



- (a) specify the fine amount established by this Bylaw for the offence; or
- (b) require the Person charged to appear in court without the alternative of making a voluntary payment.

### **Voluntary Payment**

74. A Person who commits an offence may:
- (a) if a Violation Ticket is issued in respect of the offence; and
  - (b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence,
- make a voluntary payment equal to the specified fine.
75. Nothing contained in Part VII of this Bylaw shall restrict the Commission or the Municipality to the remedies or enforcement mechanisms contained herein. The Municipality or the Commission may pursue any other remedy or enforcement action which may be legally available, including municipal enforcement orders and injunctions.

### **Obstruction**

76. A Person shall not obstruct or hinder the Commission or the Commissions' Members, representatives or Officials in the exercise or performance of their powers or duties.

## **VII. GENERAL**

### **Transitional Provisions**

77. Notwithstanding the effective date of this Bylaw, no application for a Licence or Event Permit shall be accepted by the Commission and no Licence or Event Permit shall be issued by the Commission until such time as:
- (a) the Commission has established and Council has approved budget for the Commission; and
  - (b) the Commission has established and presented to Council rules and regulations, in accordance with section 29(i) of this Bylaw, to govern the issuance of Licences and Event Permits and the conduct of Combative Sports Events in the Municipality.

**Effective Date**

78. This Bylaw shall be passed and come into effect when it receives third reading and is signed by the Mayor and Chief Legislative Officer.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, AD. 2013.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

READ a third time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer

## **LICENCE AND EVENT FEES**

### **1. Licence Fees:**

Promoter (except wrestling Promoter)	\$1,000
Promoter (wrestling only)	\$500
Contestant (including up to 4 Seconds)	\$75

### **2. Event Official Fees per hour:**

Medical Doctor	\$200
Event Referee	\$100
Event Judge	\$100
Event Ring General	\$100
Peace Officer	\$75
Any other Official	\$50

### **3. Date Booking Fee:** \$1,000

### **4. Event Fee:**

- a) In this Schedule, "Ticket Revenue" means the total revenue that could have been obtained at an Event. It is calculated based on the market value of admission to the Event for each person in attendance including tickets that were complementary or admissions that were granted free of charge.
- b) The Event Fee for an Event (except wrestling) is:
  - (i) the greater of \$500 or five (5) percent of Ticket Revenue; and
  - (ii) five (5) percent of any pay-per-view revenue to a maximum of \$25,000.
- c) The Event Fee for a wrestling Event is:
  - (i) \$100 if the attendance at the Event is less than 200 people; and
  - (ii) the greater of \$500.00 or five (5) percent of Ticket Revenue if the attendance at the Event is more than 200 people.



**Subject: Bylaw No. 13/022 – Land Use Bylaw Amendment**  
**Diversified Site - DC- Direct Control to C4 - Highway Commercial**  
**Suncor Card Lock - DC - Direct Control to BI - Business Industrial**

**APPROVALS:**

Bruce Irvine, Director  
Brian Makey, Executive Director  
Brian Makey, Chief Operating Officer

**Administrative Recommendations:**

1. THAT Bylaw No. 13/022 being a Land Use Bylaw amendment for Lot 24, Block 1, Plan 112 5223 (Diversified bus operations), and Lot 7, Block 2, Plan 132 0966 (Suncor card lock), be read a first time.
2. THAT the required public hearing be held on June 25, 2013.

**Summary:**

Two applications have been received to amend the Land Use Bylaw for neighbouring properties located at 920 Memorial Drive - Diversified bus operations and 155 Taiganova Crescent - Suncor card lock (Schedule A). Administration processed both land use amendment applications simultaneously with the intention to present to Council at the same time.

The intent is to amend the Land Use Bylaw to permit the future expansion plans and subsequent phases in development permits. Consequently, the existing Direct Control District (DC) designation is not practical for the long term development of the site. Diversified has applied to redesignate their site to Highway Commercial District (C4) and Suncor has applied to rezone their site to Business Industrial District (BI).

**Background:**

The municipal circulation process was completed and surrounding property owners have been notified with no objections received.

**Rationale for Recommendation:**

The applicants have chosen the district that best fits their proposed long term plans. This was done in cooperation with Administration and is compatible with the land use for Taiganova Eco-Industrial Park, even though these two properties are not included in the Eco-Industrial Park. The improvements included with each site are paving and landscaping which will enhance the entrance to the Eco-Industrial Park. This will be completed through the development permit process.

Administration supports the two zoning amendments and recommends Bylaw No. 13/022 be given first reading.

**Attachments:**

1. Bylaw No. 13/022

**BYLAW NO. 13/022**

**BEING A BYLAW OF THE REGIONAL MUNICIPLAITY OF WOOD BUFFALO TO  
AMEND LAND USE BYLAW NO. 99/059**

**WHEREAS** Section 639 of the *Municipal Government Act*, R.S.A., 2000, c.M-26 and amendments thereto authorizes Council to enact a bylaw adopting a Land Use Bylaw.

**AND WHEREAS** Section 191(1) of the *Municipal Government Act*, R.S.A., 2000, c.M-26 and amendments thereto authorizes Council to adopt a bylaw to amend a Land Use Bylaw.

**NOW THEREFORE**, the Council of the Regional Municipality of Wood Buffalo, in the Province of Alberta, in open meeting hereby enacts as follows:

1. Land Use Bylaw No. 99/059 is hereby amended by:
  - (a) Redesignating Lot 7, Block 2, Plan 132 0966 from Direct Control (DC) to Business Industrial (BI); and
  - (b) Redesignating Lot 24, Block 1, Plan 112, 5223 from Direct Control (DC) to Highway Commercial (C4);as depicted on Schedule A.
2. The Chief Administrative Officer is authorized to consolidate this bylaw.
3. This bylaw shall be passed and become effective when it receives third reading and is signed by the Mayor and Chief Legislative Officer.

READ a first time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

READ a third and final time this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

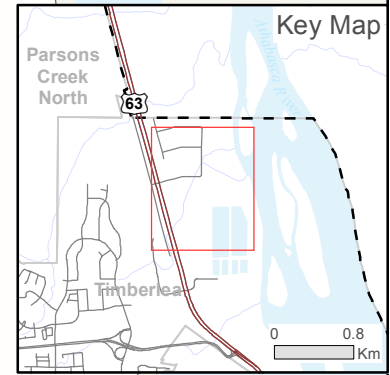
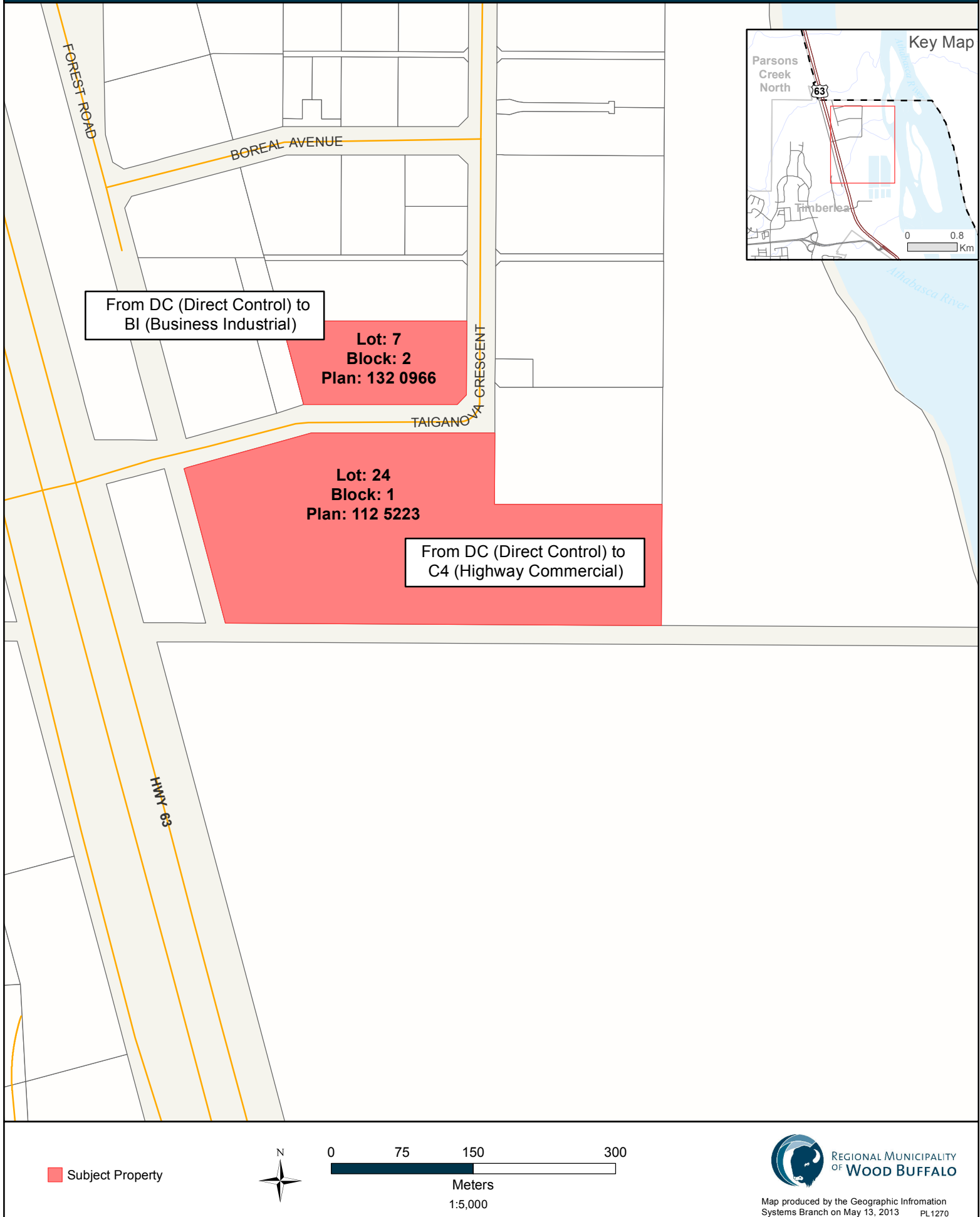
SIGNED and PASSED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Legislative Officer







Subject Property



0 75 150 300  
Meters  
1:5,000



REGIONAL MUNICIPALITY  
OF WOOD BUFFALO

Map produced by the Geographic Information  
Systems Branch on May 13, 2013 PL1270



**Subject: 2013 and Prior Capital Budget Amendments – Revised and New Projects****APPROVALS:**

Kola Oladimeji, Director  
Elsie Hutton, Executive Director  
Brian Makey, Chief Operating Officer

**Administrative Recommendations:**

1. THAT the 2013 and Prior Capital Budget and the future cash flow of multi-year projects be amended as summarized on Attachments 1 and 3 (2013 and Prior Capital Budget Amendments – Revised Projects; Multi-Year Projects Cash Flow Summary), dated June 11, 2013.
2. THAT the 2013 new Capital Budget and the future cash flow of multi-year projects be approved as summarized on Attachments 2 and 4 (2013 Capital Budget Amendments – New Capital Projects; New Capital Projects Cash Flow Summary), dated June 11, 2013
3. THAT the budget line item figures on Attachments 2, 4 and 6-39 remain confidential pursuant to Section 25 of the Freedom of Information and Protection of Privacy Act, R.S.A., 2000 c. F-25, as amended, until such time as the business risk is removed.

**Summary:**

Twenty existing old projects and fourteen new Capital Projects identified by Administration are hereby submitted for amendment and approval. Since Council is the approving authority for the Capital Budget, subject to provisions of Council Policy (FIN-160), Fiscal Responsibility Policy, some Capital Budget amendments require Council approval.

Capital Budget amendment is required resulting to a net decrease in funding by \$29,846,810 for 2012 and prior and by \$25,989,579 for 2013 and an increase in funding by \$123,628,419 for 2014 and future years, with a total net change of **\$67,792,030** as outlined in Budget Net Change Summary below.

**Background:**

Capital Budget amendments are an ongoing process. Some amendments are identified and presented to Council on an individual basis due to the specific nature and timing of the request. The Capital Budget amendments addressed in this report include new capital projects, capital projects recommended for cancellation, and those requiring additional funding.

Projects are identified for cancellation if they are no longer viable, consolidated with other projects, or included as part of projects for future years. Budget requirements are reviewed for projected surplus and savings identified on projects that are substantially complete.

**Budget/Financial Implications:**

The approval of the Capital Budget amendments identified will allow projects to proceed as scheduled as well as allow for the release of funding from cancelled projects. The full budget impact of amendments included in this report has been incorporated in the 2013 budget and is presented in Attachments 1-5.

**Attachment 1** presents the total cost of twenty multi-years projects recommended for amendments. The first section of this attachment presents the original budget for twenty projects for budget revision, which includes seven projects recommended for reduction in budget; the second section presents the revised budget. The net decrease in capital funding required as a result of amending these projects is \$21,378,470.

**Attachment 2** presents the fourteen new projects recommended for approval, totaling \$89,170,500, of which 40% (\$36M) will be funded through provincial grants.

The increase in capital funding as a result of these new projects is \$89,170,500.

**Attachment 3 and 4** show changes in cash flow of multi-year projects by funding source. Since multi-year projects are pre-approved for future years by Council in order to proceed seamlessly, amendments in cash flows of these projects require pre-budget approval by Council.

**Attachment 5** shows the impact of cash flows and source of funding from this proposed amendment by years 2013 and prior, and 2014 and thereafter, as reflected below in the Budget Net Change Summary.

<b>Budget Net Change Summary</b>						
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	<b>Total Project Cost (Accumulative)</b>	<b>Debenture</b>	<b>Reserves</b>	<b>Federal Grants</b>	<b>Provincial Grants</b>	<b>Other Sources</b>
2013 & Prior	(55,836,389)	(70,051,623)	(3,856,821)	(5,000,000)	23,200,000	(127,945)
2014 and thereafter	123,628,419	48,533,980	55,432,752	5,000,000	15,000,000	(338,313)
<b>Reconciled net change</b>	<b>67,792,030</b>	<b>(21,517,643)</b>	<b>51,575,931</b>	<b>-</b>	<b>38,200,000</b>	<b>(466,258)</b>

Part of the review process considered the opportunity cost of funding tied to projects that due to changes in strategic direction will not be implemented in the near future, thus releasing such funds to provide funding for current strategic priorities.

**Rationale for Recommendation:**

The rationale for amendment of each capital project is included in the attached individual Capital Budget Amendment Forms as prepared by individual departments responsible (Attachments 6 - 39)

**Attachments:**

1. 2013 and Prior Capital Budget Amendments – Revised Projects
2. 2013 Capital Budget Amendments – New Capital Projects (**CONFIDENTIAL**)
3. 2013 and Prior Capital Budget Amendments – Multi-Year Projects Cash Flow Summary
4. 2013 Capital Budget Amendments –New Capital Projects Cash Flow Summary  
(**CONFIDENTIAL**)
5. Cash Flows Summary by Funding Source by Year
- 6-39. 2013 Capital Budget Amendment Forms – Amended & New Projects  
(**CONFIDENTIAL**)





Regional Municipality of Wood Buffalo  
2013 and Prior Capital Budget Amendments - Revised Projects

Attachment # 1

Date: 11 June, 2013

Legend:

First year of a multi year project
Other than first year of a multi year project
Single year project

S/N	Project Description	Expense I/O	Department	Year of original approval	Total Project Cost	Federal Grants	Provincial Grants	Reserves	Other Sources	Debenture	Att.
<b>ORIGINAL PROJECT BUDGET</b>											
1	Anzac WWTP & Effluent Pipeline	600369	Environmental Services	2007	46,500,000	10,000,000	8,000,000	28,500,000	-	-	6
2	Archie Simpson Arena Air Conditioning	600649	Community Services	2012	120,000	-	-	120,000	-	-	7
3	Business Incubator - City Centre - Construction	600719	City Centre	2013	14,791,724	-	-	3,885,581	-	10,906,143	8
4	Business Incubator - City Centre - Pre Construction	600720	City Centre	2013	5,021,704	-	-	5,021,704	-	-	9
5	Fort Chipewyan Swimming Pool	600726	Community Services	2013	13,000,000	-	-	7,000,000	-	6,000,000	10
6	Franklin Ave Revitalization	600495	Engineering	2011	30,000,000	-	-	30,000,000	-	-	11
7	Jubilee Centre / McMurray Experience - Construction	600738	City Centre	2013	18,045,019	-	-	-	-	18,045,019	12
8	Jubilee Centre / McMurray Experience - Pre Construction	600739	City Centre	2013	3,150,658	-	-	3,150,658	-	-	13
9	Jubilee Centre Renovation - Construction	600159	Facility Services	2009	22,860,000	-	-	-	-	22,860,000	14
10	MacDonald Island Bridge - Construction	600781	City Centre	2013	67,073,670	-	-	-	-	67,073,670	15
11	Performing and Visual Arts Centre - Pre Construction	600785	City Centre	2013	29,449,345	-	-	-	-	29,449,345	16
12	Safety and Security Facility - Construction	600794	City Centre	2013	29,239,136	-	-	10,972,596	-	18,266,540	17
13	Safety and Security Facility - Pre Construction	600795	City Centre	2013	4,978,818	-	-	4,978,818	-	-	18
14	Surface Parking Relocation/Improvements - Construction	600804	City Centre	2013	14,189,798	-	-	2,158,521	7,298,028	4,733,249	19
15	Surface Parking Relocation/Improvements - Preconstruction	600805	City Centre	2013	1,166,910	-	-	1,166,910	-	-	20
16	Waste Water Treatment Plant	600548	Environmental Services	2007	226,815,000	-	64,400,000	330,170	26,084,830	136,000,000	21
17	Waste/Water - Construction	600810	City Centre	2013	7,867,170	-	-	1,687,234	-	6,179,936	22
18	Waste/Water - Preconstruction	600811	City Centre	2013	1,899,732	-	-	1,899,732	-	-	23
19	Water Supply SE - Supply Line - Mackenzie to SE	600516	Engineering	2009	10,044,800	-	-	-	-	10,044,800	24
20	West Airport Boundary Road	600669	Engineering	2012	11,930,000	-	-	11,930,000	-	-	25
<b>Total Original Capital Project Budget</b>					<b>558,143,484</b>	<b>10,000,000</b>	<b>72,400,000</b>	<b>112,801,924</b>	<b>33,382,858</b>	<b>329,558,702</b>	
<b>REVISED PROJECT BUDGET</b>											
1	Anzac WWTP & Effluent Pipeline	600369	Environmental Services	2007	51,500,000	10,000,000	8,000,000	33,500,000	-	-	6
2	Archie Simpson Arena Air Conditioning	600649	Community Services	2012	720,000	-	-	720,000	-	-	7
3	Business Incubator - City Centre - Construction	600719	City Centre	2013	4,000,000	-	-	-	-	4,000,000	8
4	Business Incubator - City Centre - Pre Construction	600720	City Centre	2013	500,000	-	-	500,000	-	-	9
5	Fort Chipewyan Swimming Pool	600726	Community Services	2013	27,000,000	-	-	21,000,000	-	6,000,000	10
6	Franklin Ave Revitalization	600495	Engineering	2011	16,606,001	-	-	16,606,001	-	-	11
7	Jubilee Centre / McMurray Experience - Construction	600738	City Centre	2013	11,500,000	-	-	-	-	11,500,000	12
8	Jubilee Centre / McMurray Experience - Pre Construction	600739	City Centre	2013	2,000,000	-	-	2,000,000	-	-	13
9	Jubilee Centre Renovation - Construction	600159	Facility Services	2009	14,867,189	-	-	-	-	14,867,189	14
10	MacDonald Island Bridge - Construction	600781	City Centre	2013	67,000,000	-	-	-	-	67,000,000	15
11	Performing and Visual Arts Centre - Pre Construction	600785	City Centre	2013	29,974,157	-	-	524,812	-	29,449,345	16
12	Safety and Security Facility - Construction	600794	City Centre	2013	30,116,310	-	-	11,849,770	-	18,266,540	17
13	Safety and Security Facility - Pre Construction	600795	City Centre	2013	5,128,182	-	-	5,128,182	-	-	18
14	Surface Parking Relocation/Improvements - Construction	600804	City Centre	2013	13,783,540	-	-	2,158,521	6,891,770	4,733,249	19
15	Surface Parking Relocation/Improvements - Preconstruction	600805	City Centre	2013	1,166,910	-	-	1,166,910	-	-	20
16	Waste Water Treatment Plant	600548	Environmental Services	2007	218,355,000	-	64,400,000	330,170	17,624,830	136,000,000	21
17	Waste/Water - Construction	600810	City Centre	2013	8,103,193	-	-	1,923,257	-	6,179,936	22
18	Waste/Water - Preconstruction	600811	City Centre	2013	1,899,732	-	-	1,899,732	-	-	23
19	Water Supply SE - Supply Line - Mackenzie to SE	600516	Engineering	2009	13,044,800	-	-	3,000,000	-	10,044,800	24
20	West Airport Boundary Road	600669	Engineering	2012	19,500,000	-	2,000,000	17,500,000	-	-	25
<b>Total Revised Capital Project Budget</b>					<b>536,765,014</b>	<b>10,000,000</b>	<b>74,400,000</b>	<b>119,807,355</b>	<b>24,516,600</b>	<b>308,041,059</b>	
<b>Net Increase/(Decrease) Required on Existing Projects</b>					<b>(21,378,470)</b>	<b>-</b>	<b>2,000,000</b>	<b>7,005,431</b>	<b>(8,866,258)</b>	<b>(21,517,643)</b>	







Regional Municipality of Wood Buffalo  
2013 and Prior Capital Budget Amendments - Multi-Year Projects Cash Flow Summary  
Project Cash Flow Summary

Date: 11 June, 2013

Attachment # 3

Legend:

First year of a multi year project
other than first year of a multi year project
Single year project

					Cash flow				
Project Description	Expense IO	Original Approval Year	Funding Source	Total Budget (Accumulative)	2012 & Prior	2013	2014	Thereafter	Att
ORIGINAL PROJECT BUDGET									
Anzac WWTP & Effluent Pipeline	600369	2007	Debt/Grant/Reserve	46,500,000	24,200,000	22,300,000	-	-	6
Archie Simpson Arena Air Conditioning	600649	2012	Reserves	120,000	120,000	-	-	-	7
Business Incubator - City Centre - Construction	600719	2013	Debt/Reserves	14,791,724	-	3,581,767	6,324,376	4,885,581	8
Business Incubator - City Centre - Pre Construction	600720	2013	Reserves	5,021,704	-	5,021,704	-	-	9
Fort Chipewyan Swimming Pool	600726	2013	Reserves	13,000,000	-	6,000,000	7,000,000	-	10
Franklin Ave Revitalization	600495	2011	Reserves	30,000,000	30,000,000	-	-	-	11
Jubilee Centre / McMurray Experience - Construction	600738	2013	Debt	18,045,019	-	11,477,397	6,567,622	-	12
Jubilee Centre / McMurray Experience - Pre Construction	600739	2013	Reserves	3,150,658	-	3,150,658	-	-	13
Jubilee Centre Renovation - Construction	600159	2009	Debt	22,860,000	22,860,000	-	-	-	14
MacDonald Island Bridge - Construction	600781	2013	Debt	67,073,670	-	34,499,959	32,573,711	-	15
Performing and Visual Arts Centre - Pre Construction	600785	2013	Debt	29,449,345	-	16,614,581	12,834,764	-	16
Safety and Security Facility - Construction	600794	2013	Debt/Reserves	29,239,136	-	5,642,660	11,623,880	11,972,596	17
Safety and Security Facility - Pre Construction	600795	2013	Reserves	4,978,818	-	4,978,818	-	-	18
Surface Parking Relocation/Improvements - Construction	600804	2013	Reserves/Debt/Other	14,189,798	-	3,119,865	4,305,866	6,764,067	19
Surface Parking Relocation/Improvements - Preconstruction	600805	2013	Reserves/Debt/Other	1,166,910	-	1,166,910	-	-	20
Waste Water Treatment Plant	600548	2007	Debt/Grant/Reserve	226,815,000	226,815,000	-	-	-	21
Waste/Water - Construction	600810	2013	Debt/Reserves	7,867,170	-	1,266,488	3,913,448	2,687,234	22
Waste/Water - Preconstruction	600811	2013	Reserves	1,899,732	-	1,899,732	-	-	23
Water Supply SE - Supply Line - Mackenzie to SE	600516	2009	Debt	10,044,800	10,044,800	-	-	-	24
West Airport Boundary Road	600669	2012	Reserves	11,930,000	4,330,000	7,600,000	-	-	25
Total Original Capital Project Budget (a)				558,143,484	318,369,800	128,320,539	85,143,667	26,309,478	
REVISED PROJECT BUDGET									
Anzac WWTP & Effluent Pipeline	600369	2007	Debt/Grant/Reserve	51,500,000	24,200,000	5,300,000	12,000,000	10,000,000	6
Archie Simpson Arena Air Conditioning	600649	2012	Reserves	720,000	120,000	600,000	-	-	7
Business Incubator - City Centre - Construction	600719	2013	Debt	4,000,000	-	-	2,000,000	2,000,000	8
Business Incubator - City Centre - Pre Construction	600720	2013	Reserves	500,000	-	500,000	-	-	9
Fort Chipewyan Swimming Pool	600726	2013	Reserves	27,000,000	-	3,000,000	14,000,000	10,000,000	10
Franklin Ave Revitalization	600495	2011	Reserves	16,606,001	16,606,001	-	-	-	11
Jubilee Centre / McMurray Experience - Construction	600738	2013	Debt	11,500,000	-	5,000,000	6,500,000	-	12
Jubilee Centre / McMurray Experience - Pre Construction	600739	2013	Reserves	2,000,000	-	2,000,000	-	-	13
Jubilee Centre Renovation - Construction	600159	2009	Debt	14,867,189	14,867,189	-	-	-	14
MacDonald Island Bridge - Construction	600781	2013	Debt	67,000,000	-	10,000,000	40,000,000	17,000,000	15
Performing and Visual Arts Centre - Pre Construction	600785	2013	Debt/Reserves	29,974,157	-	300,000	-	29,674,157	16
Safety and Security Facility - Construction	600794	2013	Debt/Reserves	30,116,310	-	-	5,811,940	24,304,370	17
Safety and Security Facility - Pre Construction	600795	2013	Reserves	5,128,182	-	-	5,128,182	-	18
Surface Parking Relocation/Improvements - Construction	600804	2013	Reserves/Debt/Other	13,783,540	-	1,775,960	5,467,262	6,540,318	19
Surface Parking Relocation/Improvements - Preconstruction	600805	2013	Reserves/Debt/Other	1,166,910	-	500,000	666,910	-	20
Waste Water Treatment Plant	600548	2007	Debt/Grant/Reserve	218,355,000	218,355,000	-	-	-	21
Waste/Water - Construction	600810	2013	Debt/Reserves	8,103,193	-	-	1,304,485	6,798,708	22
Waste/Water - Preconstruction	600811	2013	Reserves	1,899,732	-	500,000	1,399,732	-	23
Water Supply SE - Supply Line - Mackenzie to SE	600516	2009	Debt/Reserves	13,044,800	10,044,800	3,000,000	-	-	24
West Airport Boundary Road	600669	2012	Reserves	19,500,000	4,330,000	15,170,000	-	-	25
Total Revised Project Budget (b)				536,765,014	288,522,990	47,645,960	94,278,511	106,317,553	
Net Change - Existing Projects (b-a)				(21,378,470)	(29,846,810)	(80,674,579)	9,134,844	80,008,075	





**Regional Municipality of Wood Buffalo**  
**Cash flows by Funding Sources by Year**

**Attachment # 5**

Date: 11 June, 2013

	Funding Sources					
	Total Project Cost (Accumulative)	Federal Grants	Provincial Grants	Reserves (CIR)	Other Sources	Debentures
<b>Original Funding Sources</b>						
2012 and prior	318,369,800	5,000,000	67,400,000	50,980,170	26,084,830	168,904,800
2013	128,320,539	5,000,000	5,000,000	36,117,822	1,593,905	80,608,812
2014 and thereafter	111,453,145	-	-	25,703,932	5,704,123	80,045,090
<b>Original Funding Sources Total (a)</b>	<b>558,143,484</b>	<b>10,000,000</b>	<b>72,400,000</b>	<b>112,801,924</b>	<b>33,382,858</b>	<b>329,558,702</b>
<b>Revised Funding Sources</b>						
2012 and prior	288,522,990	5,000,000	67,400,000	37,586,171	17,624,830	160,911,989
2013	102,330,960	-	28,200,000	45,655,000	9,925,960	18,550,000
2014 and thereafter	235,081,564	5,000,000	15,000,000	81,136,684	5,365,810	128,579,070
<b>Revised Funding Sources Total (b)</b>	<b>625,935,514</b>	<b>10,000,000</b>	<b>110,600,000</b>	<b>164,377,855</b>	<b>32,916,600</b>	<b>308,041,059</b>
<b>Revision / Difference (b) - (a)</b>	<b>67,792,030</b>	<b>-</b>	<b>38,200,000</b>	<b>51,575,931</b>	<b>(466,258)</b>	<b>(21,517,643)</b>
<b>Net Change by year</b>						
2012 and prior	(29,846,810)	-	-	(13,393,999)	(8,460,000)	(7,992,811)
2013	(25,989,579)	(5,000,000)	23,200,000	9,537,178	8,332,055	(62,058,812)
2014 and thereafter	123,628,419	5,000,000	15,000,000	55,432,752	(338,313)	48,533,980
<b>Reconciled net change</b>	<b>67,792,030</b>	<b>-</b>	<b>38,200,000</b>	<b>51,575,931</b>	<b>(466,258)</b>	<b>(21,517,643)</b>

