

SUMMER VILLAGE OF NAKAMUN PARK

AGENDA

Tuesday July 16th, 2024 – at Wildwillow Enterprises Inc. Main Office (2317 Township Road 545, Lac Ste. Anne County, Alberta, T0E 1V0, East End Fire Hall of LSAC) - 2:00 P.M.

1. Call to Order:

a) Land Acknowledgement:

The Summer Village of Nakamun Park acknowledges that we are meeting on Treaty 6 Territory and on the homelands of the Metis Nation. We acknowledge all indigenous peoples who have walked these land for centuries, and where wrongs have been done, we dedicate our efforts to moving forward in a renewed spirit of reconciliation and collaboration with our indigenous stakeholders, friends, and neighbours so that the mistakes of the past are never repeated in the future.

(1-2)
(3-6)
2. Agenda:

a) Tuesday July 16th, 2024 Regular Council Meeting Agenda

3. Minutes:

a) Wednesday June 19th, 2024 Regular Council Meeting Agenda
b)

4. Appointment:

a) N/A

5. Bylaws/Policies:

a) N/A
b)

6. Business:
(7-33)
(34-52)
(53)

a) ABMunis Power Plus Option, Fixed Block Price, Retail Service Agreement – RFD 2024-34 is attached, including the Retail Service Agreement and Transaction Confirmation Addendums, for review by Council.

b) Procedural Bylaw, Bylaw #2024-6 – RFD 2024-35 is attached, including the draft bylaw with changes in red text.

c) Annual Information Meeting, Planning and Agenda Items – RFD 2024-36 is attached for discussion and direction

d) Other

e)

7. Financial

a) June 30th, 2024 – Income and Expense Statements (will be circulated during the meeting)

8. Councillor Reports

a) Mayor
b) Deputy Mayor
c) Councillor

9. Administration Reports

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- a) CAO
 - a. ABmunis Grant and Bill 20 Surveys
 - b. SVLSACE Meeting Follow-up (Hotspot App, etc.)
 - c. Fire Service Negotiations Next Steps/Discussion
 - d. Reserve Clean-Up Progress Update
 - e. Community Volunteer Action Plan Update/Next Steps
 - f. Enforcements and Letters, Updates
 - g. ASVA Conference Registrations
 - h. Open House/Public Engagement Discussion

10. Information and Correspondence

(54)

- a) ABmunis, AMSC Insurance – Confirmation of the Volunteer Insurance Coverage (enhanced coverage added to policy as discussed).

(55-56)

- b) Summer Village of South View, Fire Hall Closure – June 28th, 2024 letter noting concern with the lack of communication about recent planned fire hall closures.

(57-58)

- c) Government of Alberta, Municipal Affairs – June 24th, 2024 Ministerial Order confirming the requisitions payable (and forgiveness thereof certain amounts via a program credit) for the Designated Industrial Property tax. The order include a report listing all DIPs issued, attached is only the page that includes Summer Village of Nakamun Park (indicating our credit back for the levied amount).

(59-60)

- d) Town of Mayerthorpe – CPO Reports (June 2024)

11. Closed Meeting

- a) N/A

12. Next Meeting Date

- a) Schedule the next regular council meeting for August 20th, 2024, or some other date/time.

13. Adjournment

Upcoming Meetings:

July 20th, 2024 – Annual Information Meeting
August 20th, 2024 – Regular Meeting Date (Proposed)
September 17th, 2024 – Regular Meeting (Proposed)
September 28th, 2024 – SVLSACE Meeting

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MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK,
IN THE PROVINCE OF ALBERTA, HELD ON WEDNESDAY JUNE 19th, 2024 AT 2:00 P.M. AT THE
WILDWILLOW ENTERPRISES INC. MAIN OFFICE.

	PRESENT	<p>Mayor: Keith Pederson Deputy Mayor: Marge Hanssen Councillor: Robert Charter</p> <p>Administration: Dwight Moskalyk, CAO</p> <p>Appointments: N/A Absent: N/A</p> <p>Public Works: N/A Public at Large: N/A</p>
1.	CALL TO ORDER	Mayor Pederson called the meeting to order at 2:00pm
2.	AGENDA 96 -24	<p>MOVED by Deputy Mayor Hanssen that the agenda for the Wednesday June 19th, 2024 regular meeting of council be approved as presented. CARRIED.</p>
3.	MINUTES 97 -24 98 - 24	<p>MOVED by Deputy Mayor Hanssen that the minutes of the Thursday May 16th, 2024 organizational meeting of council be approved as presented. CARRIED.</p> <p>MOVED by Deputy Mayor Hanssen that the minutes for the Thursday May 16th, 2024 regular meeting of council be approved as presented. CARRIED.</p>
4.	APPOINTMENT	N/A
5.	BYLAW	N/A
6.	BUSINESS 99 - 24	MOVED by Mayor Pederson that Council rescind motion 83 – 2024, made May 18 th , 2024, and authorize administration to instead negotiate

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		<p>subscription to the ABmunis Power Plus program detailed in Option 1, and return an agreement based on same for council's consideration. CARRIED.</p>
100 - 24		<p>MOVED by Deputy Mayor Hanssen that Council schedule the 2024 Public Auction, for the purpose of tax recovery proceedings, as Friday September 20th, 2024, at 10:00am to be held at the Summer Village of Nakamun Park Public Works Shop, 5563A Nakamun Drive. CARRIED.</p>
101 - 24		<p>MOVED by Deputy Mayor Hanssen that council approve the prescribed Terms and Conditions for Public Auction (2024), as provided by Taxervice and presented in the agenda. CARRIED.</p>
102 - 24		<p>MOVED by Councillor Charter that Council establish that the reserve bid on properties in the 2024 Public Auction, for the purpose of tax recovery proceedings, be set as the 2023 assessed property value, and specifically as follows: i. Reserve Bid on Plan0621661, Block15, Lot8 be set at \$274,780 CARRIED.</p>
103 - 24		<p>MOVED by Councillor Charter that Council, pursuant to Section 535(1)(f) of the Municipal Government Act, authorize and direct the addition of all tax recovery costs to the subject and relevant tax rolls for associated parcels, as part of the tax recovery proceedings. CARRIED.</p>
104 - 24		<p>MOVED by Mayor Pederson that Council approve the Local Government Fiscal Framework – Operating Program Agreement and authorize execution of same by mayor and chief administrative officer. CARRIED.</p>
105 - 24		<p>MOVED by Deputy Mayor Hanssen that Council approve the Local Government Fiscal Framework – Capital Program Agreement and authorize execution of same by mayor and chief administrative officer. CARRIED.</p>
106 - 24		<p>MOVED by Mayor Pederson that Council approve the addition of the active volunteer coverage to the municipal insurance policy AND THAT Council forgoes the addition of both the extended off-duty and critical illness coverage, as discussed. CARRIED.</p>

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK,
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WILDWILLOW ENTERPRISES INC. MAIN OFFICE.

	107 – 24	MOVED by Councillor Charter that council authorize administration to develop an action plan for creating and engaging interested volunteers to assist with reserve clean-up/dead tree removal, as discussed, for future consideration. CARRIED.
	108 – 24	MOVED by Mayor Pederson that Council authorize the attendance of Council and Administration at the 2024 Association of Summer Villages of Alberta Annual Conference and AGM on October 17 th and 18 th , 2024 in Edmonton Alberta. CARRIED.
	109 - 24	MOVED by Councillor Charter that Council approve the continued participation of the Summer Village of Nakamun Park in the negotiations for a continued fire service through Fire Rescue International beyond the Mach 7 th , 2025 termination date with the Town of Onoway, based on the following, as discussed: i) Cost to remain same or similar to those outlined on May 28 th , 2024 in the Impact Assessment Report. ii) Consideration of both a 5-year and 10-year term, with a 2 year out clause, beginning in 2026 or earlier if feasible. iii) Alberta Beach to act as Managing Partner, with Wildwillow Enterprises as Administrative Partner iv) Endorsement of Michelle Gallagher, Patriot Law, for casual legal services in drafting the required agreement template for same. CARRIED.
7.	FINANCIAL	N/A
8.	COUNCIL REPORTS	
	110 - 24	MOVED by Mayor Pederson that Council accept the Council Reports for information, as presented. CARRIED.
9.	ADMINISTRATION /PUBLIC WORKS REPORTS	
	111 - 24	MOVED by Mayor Pederson that Council accept the Administration and Public Works reports for information, as presented.

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK,
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WILDWILLOW ENTERPRISES INC. MAIN OFFICE.

		CARRIED.
10	INFORMATION / CORRESPONDENCE 112 - 24	<p>MOVED by Councillor Charter that the following information and correspondence items be accepted as information:</p> <ul style="list-style-type: none"> a) Government of Alberta, Municipal Affairs – May 24th, 2024 Letter from Minister McIver on Bill 20. b) Government of Alberta, Municipal Affairs – May 21st, 2024 Letter confirming the 2024 LGFF Allocations (pending agreement approval by municipality. c) Government of Alberta, Emergency Management – Email from Director Lacroix regarding Emergency Management Act changes proposed in Bill 21. d) ABmunis, Budget 2024 Assessment – May 13th, 2024 Letter from President Gandam regarding the breakdown of the Province’s commitment to municipalities in Budget 2024. e) Town of Mayerthorpe – CPO Reports (April 2024) <p>CARRIED.</p>
11.	CLOSED MEETING	N/A
12.	NEXT MEETING 113 - 24	<p>MOVED by Deputy Mayor Hanssen that the next regularly scheduled meeting be held on Tuesday July 16th, 2024 at 2:00 p.m.</p> <p>CARRIED.</p>
13.	ADJOURNMENT	Mayor Pederson declared the meeting adjourned at 3:50 p.m.

Mayor Keith Pederson

Chief Administrative Officer Dwight Moskalyk



Summer Village of Nakamun Park Request For Decision - (RFD) 2024-34

Meeting:	Regular Council
Meeting Date:	July 16, 2024
Originated By:	Dwight Moskalyk, Chief Administrative Officer
Title:	ABmunis Power Plus Retail Service Agreement (Fixed Block Pricing Options)
Agenda Item Number:	6(a) – Regular Meeting Business

BACKGROUND/PROPOSAL:

As directed by Council at the last meeting, and following review of the available options for block pricing under the ABmunis Power Plus program at the last several meetings, administration has now been provided with a formal agreement to present to Council to join the program.

Attached are the two documents forming the agreement, the Retail Service Agreement (RSA) and the Transaction Confirmation (TC). These are both drafted to be executed by administration pending the approval of the agreement by Council.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

In summary of the previous background on this matter, the municipality explored the two available options for block pricing available to it. Option 1 was to secure about ~50% of the historical/known electricity allocation to SVNPs at a fixed price, and the balance at the market price. Option 2 was to secure a block of ~150% of our known needs at a fixed price, with the option to sell back to the market any excess (at the market rate). Although there are many variables to consider in picking an option, the modeling suggested that Option 1 was in fact the better route given SVNPs seasonal and peak demand curves, as well as projected 5 year electricity price trends. As such, Council sought an agreement based on Option 1.

The RSA is a stock agreement that is basically limited to "opening the door." By this I mean that the RSA has stock definitions and terms meant to create a relationship between the two parties ("joining the club") which in turn gives the municipality the right to seek any particular product offered to the service members. Each particular product is handled with an approval of (or subsequent amendment to) a TC.

The TC outlines the particular details of what product is being agreed. Of particular note in this TC we confirm that the service sought is for electricity at a fixed price, that this is an originating engagement (not an amendment), the program start date will be January 1, 2025 on a five year term. Confirmation of the block amount secured in this agreement is on the TC schedule B, with a annual baseload allocation (block) totaling 8.76MWh. The confirmed fixed price is \$69.50/MWh with an additional service charge and procurement fee (admin fees) as typical with other utility agreements.

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COSTS/SOURCE OF FUNDING (if applicable):

Utilities for the municipality fall under the Common Services block of the approved budget. They include streetlights as well as shop utility services. Based on the modeling done, entering this program would stabilize the utility costs for the budget and may in fact result in a moderate cost savings overall (anywhere from a couple hundred to nearly a thousand per year, 1% - 6%).

RECOMMENDED ACTION:

1. That Council approve the ABmunis Alberta Municipal Services Corporation Retail Service Agreement and Transaction Confirmation for Fixed Price Electricity, as discussed, and authorize administration to execute same on behalf of the municipality, as presented.
- 2.

Initials show support – Reviewed By:

CAO: *D. Moskalyk*

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Retail Services Agreement

Between:

Alberta Municipal Services Corporation (AMSC)

AND

Summer Village of Nakamun Park

(the Customer)



RETAIL SERVICES AGREEMENT

Parties	Address for Notice
Alberta Municipal Services Corporation ("AMSC")	Attention: 300, 8616 - 51 Avenue Edmonton, Alberta T6E 6E6 Fax: Email: energy@abmunis.ca
Village of Nakamun Park (the "Customer")	Attention: CAO PO Box 1250 Onoway AB, T0E 1V0 Fax: Email: cao@svnakamun.com

This Retail Services Agreement sets out the terms and conditions upon which AMSC will provide Retail Services to the Customer and arrange for the supply of Products on behalf of the Customer, in exchange for which the Customer will make payments to AMSC as set out in this Agreement.

This Agreement includes the following Schedules:

Schedule Number and Name	Applicable & Attached
Schedule 1 - General Terms and Conditions	<input checked="" type="checkbox"/>
Schedule 2 - Definitions	<input checked="" type="checkbox"/>
Schedule 3 - Retail Services and Standards	<input checked="" type="checkbox"/>
Schedule 4 - Community Related Organization Guarantee	<input checked="" type="checkbox"/>
Schedule 5 - Sample Form of Transaction Confirmation	<input checked="" type="checkbox"/>

This "Agreement" is comprised of this Cover Page, each of the Schedules, any Transaction Confirmation(s) and associated Pricing Schedule(s) and upon execution by AMSC and the Customer in the spaces provided below, will be binding on both AMSC and the Customer in accordance with its terms.

In the case of any conflict among the documents comprising the Agreement, the order of precedence, from highest to lowest, shall be as follows: Pricing Schedule(s), Transaction Confirmation(s), and then the Schedules included with this Cover Page.

SUMMER VILLAGE OF NAKAMUN PARK

ALBERTA MUNICIPAL SERVICES CORPORATION

Per: _____

Per: _____

Name: Dwight Moskalyk

Name: _____

Title: Chief Administrative Officer

Title: _____

Date: _____

Date: _____

SCHEDULE 1 - General Terms and Conditions

The following General Terms and Conditions apply to the supply and sale of the Product(s) by AMSC in accordance with any Transaction Confirmation. All capitalized terms used in these General Terms and Conditions which are not otherwise defined will have the meaning set out in Schedule 2.

1.0. AMSC AS RETAILER OF RECORD

- 1.1. The Customer appoints AMSC as the Customer's exclusive Retailer of Record. AMSC agrees that it shall perform the Retailer of Record services required by the Settlement Code.
- 1.2. The Customer appoints AMSC as its agent during the Effective Period to deal with all applicable third parties on the Customer's behalf as may be necessary for AMSC to perform the Retail Services, and authorizes AMSC as its agent during the Effective Period to take such actions as AMSC deems necessary to satisfy its obligations under this Agreement.

2.0. TERM

- 2.1. This Agreement shall commence on the Effective Date and shall continue in full force and effect for the duration of the Effective Period, unless terminated earlier in accordance with these Terms and Conditions.
- 2.2. AMSC will commence providing Retail Services on the Effective Date and will continue providing Retail Services to the Customer during the Effective Period, subject to the earlier termination of this Agreement.
- 2.3. AMSC will commence supplying Product(s) on the Deal Start Date set out in any applicable Transaction Confirmation, for the Customer's listed Sites, and will continue supplying Product(s) to the Customer until the Deal End Date specified in the applicable Transaction Confirmation, subject to the early termination of this Agreement or the applicable Transaction Confirmation.
- 2.4. All payment obligations, confidentiality obligations and indemnity obligations under this Agreement shall survive the termination or expiration, as the case may be, of the Agreement and shall continue in full force and effect between the Parties.

3.0. INFORMATION

- 3.1. Each Party shall make available to the other Party consumption data and any other available information referring to the amount of Product(s) required or supplied and other information pertinent to this Agreement. Each Party shall furnish the other Party with any desired information relative to prospective changes in the demand for or the supply of Product(s). AMSC shall be entitled to retain and use all information it receives relevant to this Agreement in respect of the Customer's consumption and billing records for the purposes of administering this Agreement including the provision of supplemental Energy Management Services. The particulars and charges for any Energy Management Services will be negotiated between the Parties and detailed in a separate agreement executed by the Parties.
- 3.2. The Customer agrees to supply to AMSC all information concerning the Customer or any of the Sites that may be required for purposes of the Settlement Code and Energy

Management Services and agrees that AMSC may use or disclose such information in accordance with the Settlement Code, or as reasonably required to implement and perform the Energy Management Services provided that a Customer is not identified through the end use of such information. Information used for Energy Management Services will be retained by AMSC to support future value-added services.

- 3.3. The Parties agree that, subject to Sections 3.1 and 3.2, the information supplied by any Party pursuant to this Agreement (the "Confidential Information") is commercial and financial information, the improper disclosure of which can be reasonably expected to harm the Party who owns such Confidential Information. No Party shall disclose the terms of this Agreement to a third party (other than such Party's employees, lenders, counsel, accountants, auditors or other advisors or its credit support provider's employees, lenders, counsel, accountants, auditors or other advisors) except in order to comply with the provisions of this Agreement, any applicable law, order, regulatory or exchange rule. Each Party shall notify the other Party of any proceeding of which it is aware that may result in any required disclosure and use reasonable efforts to prevent or limit such disclosure.

- 3.4. Subject to Sections 3.1 and 3.2, each Party undertakes that unless it has received the prior written consent of the other Party (not to be unreasonably withheld), it will hold the Confidential Information in confidence, will not disclose any of the Confidential Information to any third party and will only use the Confidential Information for the purposes of this Agreement. Each Party acknowledges that unauthorized disclosure or use of Confidential Information belonging to the other Party could cause irreparable harm and significant injury to the other Party and as such, monetary damages may not be a sufficient remedy for any disclosure of the Confidential Information. Accordingly, each Party hereby agrees that the other will have the right to seek and obtain specific performance and/or injunctive relief to enforce these obligations in addition to any other rights and remedies it may have. Notwithstanding the foregoing, no Party will be liable for disclosure required by a court of law, government or regulating authority, or for purposes of a corporate audit. Each Party shall use reasonable efforts to inform the other Party of the demand for such disclosure thereby affording any other Party the opportunity to oppose the requirement for the disclosure.

4.0. USE OF ELECTRICITY AND NATURAL GAS

- 4.1. Electrical energy and natural gas sold hereunder shall be sold to the Customer free of all mortgages, charges, security interests, claims, liens and encumbrances. AMSC makes no other warranty, express or implied, statutory or otherwise, and AMSC specifically disclaims all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose or use. The Customer shall not permit any other persons to use the electrical energy or natural gas sold hereunder at any place other than at the Sites. Subject to use by any tenant at a Site, the Customer

shall not resell or otherwise dispose of any electrical energy or natural gas purchased hereunder.

- 4.2. AMSC is under no obligation to provide any services or to supply electrical energy or natural gas unless, at all times during the Deal Term:
- a) the supply of electrical energy or natural gas or the provision of services by AMSC and the facilities at each Site comply with the requirements of, and do not cause AMSC to be in breach of its licence or any applicable Law;
 - b) the Customer has in place the appropriate metering and related equipment as required by the Distribution Company and applicable Law; and
 - c) the Customer has all permits, licences, approvals or other instruments necessary for the receipt of electrical energy or natural gas at the Site(s).

5.0. RENDERING AND PAYMENT OF INVOICES

- 5.1. AMSC shall each month render an invoice to the Customer for the Charges.
- 5.2. Such invoice shall be due and payable as of the date of the invoice, and a late payment charge at a rate of 2% per month (24% per annum) compounded monthly applies from the date of the invoice. A grace period of twenty-one (21) calendar days from the date of the invoice is provided during which the late payment charge is waived if payment of such invoice is made in full within the grace period.
- 5.3. AMSC may give fifteen (15) Business Days' written notice to the Customer to pay all outstanding invoices, and in the event any of the invoices remain unpaid at the end of the said fifteen (15) Business Days' notice, without prejudice to any of its other remedies, AMSC may discontinue the sale of the Product(s) to the Sites for non-payment pursuant to Section 10.
- 5.4. In the event that the Parties have executed a separate netting agreement, the terms and conditions in that separate netting agreement shall prevail.

6.0. PRICE, FEES AND CHARGES

- 6.1. The Customer acknowledges that, in addition to all other amounts referenced in this Agreement, the Customer shall be responsible for and agrees to pay to AMSC (collectively the "Charges"):
- a) the Price under each Transaction Confirmation;
 - b) the Retail Service Charge (as applicable);
 - c) any Program Fee (as applicable);
 - d) any Procurement Fee (as applicable);
 - e) all Other Charges applicable to the supply of the Product(s);
 - f) any other fees or charges set out in each Transaction Confirmation; and,
 - g) applicable taxes.

7.0. FEE ESCALATION

- 7.1. The Retail Service Charge (as applicable) and Procurement Fee (as applicable) shall be subject to a one-time fee escalation which may be applied at the discretion of AMSC at one time during the course of the Effective Period. This one-time adjustment will be seventy-five (75%) percent of the cumulative (but not compounded) annual percentage increase in the CPI using 2024 as the baseline for determining the year over year CPI increase.

8.0. LIABILITY AND INDEMNITY

- 8.1. The Customer hereby agrees that, except for damage, injury or loss caused by the gross negligence of AMSC or its respective agents and employees acting within the scope of their employment, AMSC shall not be liable for any damage, injury or loss, howsoever caused, suffered by or occasioned to the Customer or to any person or property either on, or brought on to, any Site and, without limiting the generality of the foregoing, AMSC shall not be liable, save as aforesaid, for any damage, injury or loss caused by:
- a) the escape of electrical energy or natural gas brought onto or delivered to the Site(s);
 - b) the installation, maintenance and operation or failure of operation of the equipment owned or used by or for the benefit of the Customer, or any Distribution Company; and,
 - c) any event or circumstance that interrupts or constrains AMSC's access to or use of the transmission system or any distribution system.
- 8.2. The Customer is liable for and hereby undertakes, except for damage, injury or loss occasioned by the gross negligence of AMSC or its agents and employees acting within the scope of their employment, to indemnify and save harmless AMSC and its contractors, agents and employees against any and all claims and demands which may be made against it or them as a result of any damage, injury or loss, howsoever caused, suffered by or occasioned to any person or property either on, or brought on to, the Sites.
- 8.3. Notwithstanding anything to the contrary expressed in this Agreement, AMSC shall not be liable for, and the Customer shall not pursue, any claim for damage, injury or loss of a consequential nature or any claim for damage, injury or loss resulting from the loss of sales, profits or production or output from the Customer's business at the Sites, howsoever caused.
- 8.4. The Customer agrees to indemnify and save harmless AMSC from any and all costs, including legal fees and disbursements on a solicitor and own client full indemnity basis, incurred by AMSC in connection with the enforcement of this Agreement.
- 8.5. Each Party agrees that it has a duty to mitigate damages and agrees that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.
- 8.6. If no remedy or measure of damages is expressly provided in this Agreement or in a Transaction Confirmation, a Party's liability is limited to direct actual damages only as the sole and exclusive remedy of that Party. Further, the Customer acknowledges and agrees that AMSC's liability is expressly limited to the total amount of the Retail Service Charge paid by the Customer under this Agreement up to the date of the event giving rise to such liability.
- #### 9.0. TAXES
- 9.1. The Customer agrees to pay to AMSC goods and services taxes, value added taxes and any other taxes or governmental charges that are applicable to the Charges under this Agreement and such payments shall be made in accordance with Section 5 of this Agreement.

10.0. EVENTS OF DEFAULT OF THE CUSTOMER

10.1. The occurrence of any of the following events constitutes an event of default ("Customer Event of Default") with respect to the Customer:

- a) failure of the Customer to make any payment when due under this Agreement and such failure is not remedied within the time specified in Section 5;
- b) failure of the Customer to observe and perform its other obligations in accordance with this Agreement if the failure is not remedied on or before fifteen (15) Business Days after notice of such failure is given;
- c) the Customer assigns this Agreement without obtaining AMSC's consent in accordance with Section 20;
- d) the Customer becomes insolvent or is generally not paying, or admits in writing its inability to pay its debts as they become due;
- e) the Customer files or consents to the filing of any petition or action seeking relief under any federal, provincial, or foreign bankruptcy, insolvency, reorganization, winding up, readjustment of debts or other similar law;
- f) the Customer makes a general assignment for the benefit of its creditors, applies for or consents to the appointment of or taking of possession of any of the Customer's assets by a custodian, receiver, bailiff, receiver-manager, trustee, liquidator or other entity with similar powers; or,
- g) the Customer removes all Sites from the Agreement or removes AMSC as its Retailer of Record for all Sites during the term of this Agreement, without consent from AMSC, which is not remedied on or before fifteen (15) Business Days after receipt of written notice from AMSC.

10.2. If a Customer Event of Default has occurred, AMSC may:

- a) immediately discontinue the supply and sale of some or all of the Products;
- b) terminate this Agreement or any one or more Transaction Confirmation, with such termination taking effect on the day of delivery of notice of such termination, provided that the Customer shall be obligated to pay AMSC the Charges for the discontinued Products up to and including the date of discontinuance of sale or termination; and,
- c) in the event that such Customer Event of Default impacts the supply of, or any other matter in respect of the Power+ Product, terminate the Power+ Agreement.

10.3. In addition to all other remedies in this Agreement, in the event that this Agreement is terminated for a Customer Event of Default, the Customer agrees to pay to AMSC the Liquidated Damages in accordance with Section 12.

10.4. The termination of all or a portion of this Agreement shall not affect or limit any of the obligations of the Customer accruing up to the date of termination or any ongoing obligations pursuant to any portion of this Agreement that is not terminated by AMSC.

10.5. The provisions of this Section 10 shall survive the termination of this Agreement to the extent required to rectify any other default by the Customer under this Agreement.

11.0. EVENT OF DEFAULT OF AMSC

11.1. The failure of AMSC to make available to the Customer the price and quantity of Product(s) purchased by the Customer under a Transaction Confirmation constitutes an event of

default with respect to AMSC under this Agreement ("AMSC Event of Default"). For certainty, a billing error does not constitute an AMSC Event of Default.

If an AMSC Event of Default has occurred and continues for a period of fifteen (15) Business Days and remains unremedied by AMSC, then the Customer may terminate this Agreement upon written notice to AMSC, with such termination taking effect on the day of delivery of notice of such termination. For certainty, no Liquidated Damages shall be due to AMSC in the event of a termination arising from an AMSC Event of Default.

11.2. This Section 11 is not applicable to any event that falls within the scope of Section 14.

11.3. The termination of this Agreement shall not affect or limit any of the obligations of AMSC accruing up to the date of termination.

11.4. In the event AMSC fails to meet the Service Standards as set out in Schedule 3 to this Agreement, and upon being notified by the Customer of such failure, AMSC shall pay the credit specified in Schedule 3. For greater certainty, a failure of AMSC to meet any Service Standards is not an AMSC Event of Default.

11.5. Subject to any specific right to terminate a specific Transaction Confirmation in accordance with that Transaction Confirmation's terms or to terminate this Agreement in accordance with this Section 11, the Customer will have no right to terminate this Agreement prior to the expiry of the Effective Period. For certainty, the termination of a Transaction Confirmation in accordance with that Transaction Confirmation's terms will not have the effect of terminating this Agreement.

12.0. LIQUIDATED DAMAGES

12.1. If:

- a) this Agreement is terminated by AMSC pursuant to a Customer Event of Default in Section 10.2 or a change in Law in Section 17.3; or
 - b) the Customer cancels or terminates this Agreement or any Transaction Confirmation in accordance with its terms (except pursuant to an AMSC Event of Default);
- then the Customer will pay AMSC the Liquidated Damages, if applicable. The Customer agrees to pay to AMSC the Liquidated Damages as compensation for the early termination of this Agreement within three (3) Business Days of AMSC's request.

12.2. The Parties acknowledge and agree that the payments provided for under this Agreement to compensate AMSC for changes in consumption or Electricity Usage Profiles, as applicable, and the calculation and payment of the Liquidated Damages by the Customer represent genuine and commercially reasonable determinations of the costs and damages arising from the relevant event in circumstances where actual damages are difficult or impossible to measure and that such amounts are not to be construed as a penalty.

13.0. SET OFF

13.1. In the event of an occurrence of a Customer Event of Default or early termination of this Agreement by AMSC, AMSC shall be entitled, at its option, and subject to all other remedies in this Agreement, to set-off against any amounts whatsoever due or accruing to the Customer by AMSC or any of its agents under this Agreement or any other agreement (whether

executed before, on or after the Effective Date of this Agreement), any amounts due or accruing to AMSC or any of its agents by the Customer or any of its affiliates under this Agreement or any other agreement (whether executed before, on or after the Effective Date of this Agreement). The rights granted in this Section 13 shall be without prejudice and in addition to any right of setoff, combination of accounts, lien, or other right to which AMSC is at any time otherwise entitled, whether by operation of law, contract or otherwise. The provisions of this Section 13 shall survive the termination of this Agreement for the benefit of AMSC.

14.0. SUPPLY DISRUPTION AND EVENT OF FORCE MAJEURE

14.1. If, at any time during the term of this Agreement, the operations of AMSC or its ability to perform its obligations under this Agreement are suspended, curtailed or interfered with owing or attributable to an Event of Force Majeure, AMSC shall not be liable to the Customer under this Agreement until the cause or causes thereof have been removed, provided that AMSC shall take all reasonable precautions and adopt all reasonable measures to prevent or remove the cause of such suspension, curtailment or interference; however, where the cause or causes is in relation to the action, inaction, or failure of a Third Party Infrastructure Provider or Third Party Infrastructure, AMSC shall have no such obligation. In such event, the Customer shall pay the Variable Market Rate for all Product(s) consumed by the Customer during such time. Nothing in this Section 14 shall relieve the Customer from its liability to pay for Product(s) consumed during any such suspension, curtailment or interference. For the purposes of this Section 14.1, any market suspension, curtailment or other suspension of the normal operation of the energy market (including, without limitation, any market suspensions provided for under any applicable laws, including the AESO Rules, as amended and as applicable) shall be deemed to be an Event of Force Majeure.

14.2. The Supply Disruption and Event of Force Majeure provisions set out in Section 14.1 are for the benefit and use of AMSC only and shall not apply to, or be invoked by Customer without AMSC's prior written consent. If the Customer seeks AMSC's written consent it will provide AMSC with written notice claiming the particulars of how any of the circumstances described in Section 14.1 affect its operations or ability to perform its obligations under this Agreement.

15.0. CUSTOMER AUTHORIZATION

15.1. The Customer confirms that it has made and will make all decisions and assessments regarding this Agreement without relying upon any advice, recommendation, information or other representation (other than as expressly set out in this Agreement) provided to it by AMSC, and all such decisions including, without limitation, decisions concerning the Price and the quantities of Product(s) to be sold and purchased under this Agreement are a result of arm's length negotiations between the Parties or are based on advice and direction received by the Customer from third parties unrelated to AMSC.

15.2. The Customer confirms to the best of its knowledge, all authorizations, consents, approvals or exemptions required to be obtained or made by it in connection with the

Agreement have been obtained or made and remain validly in effect.

15.3. The Customer represents that it consumes more than:

- a) 250,000 kWh of electrical energy, where the Product being supplied is electrical energy; and/or,
 - b) 2,500 GJs of natural gas, where the Product being supplied is natural gas,
- annually, such that the Customer is not a "consumer" for the purposes of the *Energy Marketing and Residential Heat Sub-metering Regulation* under the *Fair Trading Act* (Alberta). The Customer indemnifies AMSC against all claims and losses where the Customer has breached this representation.

16.0. REPRESENTATIONS AND WARRANTIES

16.1. Each Party represents and warrants to each other Party as follows:

- a) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation;
- b) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement;
- c) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents or any contracts to which it is a party or any laws, rules or regulations applicable to it;
- d) there is no material event or other agreement which would impair that Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement;
- e) the person executing the Agreement on its behalf is duly authorized to execute and deliver it;
- f) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
- g) it has knowledge and experience that enable it to evaluate the merits and risks associated with this Agreement; and
- h) it is not acting as a fiduciary or financial, investment or commodity trading advisor for the other Party and has not given the other Party (directly or indirectly through any other person) any assurance, guarantee or representation whatsoever as to the merits of this Agreement or the expected performance or result of this Agreement.

16.2. The Customer represents, warrants and covenants that:

- a) the data given and representations made concerning its Sites in any Transaction Confirmation are true and correct;
- b) the Customer is the party of record for the Sites or, if it is not the party of record, has the authority to enter into and bind its principal to this Agreement. If requested, the Customer will provide AMSC with written proof of such authority.

17.0. GOVERNMENTAL APPROVALS AND REGULATION

17.1. Notwithstanding anything to the contrary expressed or implied in this Agreement, this Agreement shall be subject to AMSC obtaining all requisite governmental orders, permits, approvals and consents required by Law with respect to the supply of the Product(s). AMSC will use reasonable commercial efforts to obtain all government orders, permits, approvals, and consents necessary to enable it to fulfill its obligations under this Agreement.

17.2. The Parties agree to be bound by any legislation, regulations, bylaws or similar enactments of the Federal and Provincial Governments and the relevant municipalities governing the supply of the Product(s). In the event that any of the provisions of this Agreement become inconsistent with such enactments, the provisions of such enactments shall govern.

17.3. In the event that any government, regulatory authority or government agency creates a change in Law or significant change in market structure that requires, directs or mandates that any material term of this Agreement be amended or deleted then, AMSC may notify the Customer that it wishes to renegotiate the terms and conditions of this Agreement. In the event that the Parties are unable to renegotiate the terms and conditions of this Agreement, then AMSC may terminate this Agreement upon thirty (30) days' notice.

18.0. SUCCESSORS AND ASSIGNS

18.1. This Agreement and everything contained within this Agreement shall enure to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

19.0. ASSIGNMENT BY AMSC

19.1. AMSC may assign this Agreement without consent to an entity of similar or better capability and capacity, as determined by AMSC in its discretion, acting reasonably, on the provision of thirty (30) days' notice. Upon such assignment, the assignee shall have all of the rights, duties, powers, privileges and liabilities which AMSC had prior to such assignment and upon such assignment AMSC shall be released from any and all liability pursuant to this Agreement.

20.0. ASSIGNMENT BY CUSTOMER

20.1. This Agreement may only be assigned by the Customer with written consent from AMSC, provided that such consent will not be required where the assignment results from the dissolution of a municipality in accordance with the *Municipal Government Act*. In the event that the Customer assigns or attempts to assign this Agreement, or if any other person occupies any Sites, the Customer shall be and remain liable for all obligations to AMSC pursuant to this Agreement until such time as AMSC releases the Customer in writing. In the event that this Agreement or any part of this Agreement is assigned without the consent of AMSC then, at AMSC's option, this Agreement may be terminated pursuant to Section 10. In such event, AMSC shall have no liability or obligation to the Customer arising from such termination.

21.0. ENROLMENT PROCESS

21.1. The Customer acknowledges and agrees that AMSC is responsible for enrolling Sites on behalf of the Customer using information supplied by the Customer. The Customer acknowledges and agrees that it is responsible for validating the accuracy of the enrolment and that AMSC holds no responsibility or liability for the enrolment process required by the Distribution Company or those providing services on its behalf in accordance with the Settlement Code and the Customer acknowledges and agrees that it is solely responsible for supplying accurate information that will allow the Distribution Company to proceed with its enrolment process. The Customer further acknowledges

that it is solely responsible for the payment of distribution charges as charged by the Distribution Company.

22.0. DISTRIBUTION COMPANY TERMS AND CONDITIONS

22.1. The Customer acknowledges and agrees that it is bound by the applicable terms and conditions of the Distribution Company and failure of the Customer to comply with or adhere to the applicable terms and conditions may result in the Customer being disconnected from the distribution system.

23.0. NOTICES

23.1. All notices required under this Agreement must be in writing and delivered by registered mail, email, or fax to the addresses for notice set out on the Cover Page of this Agreement.

23.2. Notices sent by registered mail will be deemed to have been received five (5) days after the date of mailing, provided there is no interruption in the postal service, in which case notice must be delivered by one of the other methods.

23.3. Notices sent by fax or e-mail shall be deemed to have been received on the Business Day following the date of transmission or delivery, as applicable.

23.4. Either Party may amend its address for notice by providing written notice to the other in accordance with this Section 23.

24.0. GOVERNING LAW AND DISPUTE RESOLUTION

24.1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and of Canada, as amended from time to time, and will be treated as an Alberta contract. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of Alberta. Any legal proceedings arising directly or indirectly out of this Agreement will be litigated in the City of Edmonton in the Province of Alberta. Each Party hereby irrevocably and unconditionally waives any right such Party may have to a trial by jury in respect of any action, suit or proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated by this Agreement.

25.0. ELIGIBLE FINANCIAL CONTRACT

25.1. For the purpose of any proceedings under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or the *Winding-Up and Restructuring Act* (Canada), and the bankruptcy, insolvency, creditor protection or similar laws of the governing jurisdiction (regardless of the jurisdiction of such application or competence of such law), this Agreement shall constitute a "forward commodity contract" within the meaning of the definition of an "eligible financial contract" under the applicable legislation and is an "eligible financial contract".

26.0. WAIVER AND SEVERABILITY

26.1. Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. Should any provision of this Agreement be void, voidable, or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.

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27.0. JOINT AND SEVERAL LIABILITY

- 27.1. If this Agreement has been executed by more than one person as the Customer, the liability of such persons is joint and several and every reference in this Agreement to the "Customer" shall be construed as meaning each person who has executed it as well as all of them.

28.0. AMENDMENT

- 28.1. All amendments to this Agreement will require consent of both AMSC and the Customer. Except to the extent otherwise explicitly provided in this Agreement, no amendment to this Agreement, including a Transaction Confirmation, will be valid or given any effect unless signed by both Parties. Any alteration, addition or modification made by the Customer to the preprinted terms of this Agreement will be void and without any effect.

29.0. ENTIRE AGREEMENT AND SURVIVAL OF TERMS

- 29.1. This Agreement is the entire agreement between the Parties, supercedes all prior oral agreements and understandings regarding the subject matter of this Agreement and may not be contradicted by any prior or contemporaneous oral or

written agreement. The applicable provisions of this Agreement will continue in effect after termination or expiry of the Agreement to the extent necessary, including but not limited to, providing for final billing, billing adjustments and payments, limitation of liability, the forum and manner of dispute resolution and with respect to any indemnification obligations under this Agreement. The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

30.0. COUNTERPART EXECUTION

- 30.1. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts when taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature, PDF or similar reproduction of an original document signed by a Party, and such facsimile, PDF or similar reproduction of a signature shall constitute an original signature for all purposes.

SCHEDULE 2 - Definitions

Capitalized terms used in this Agreement are as defined below, or as defined in the Transaction Confirmation if not defined below.

"ABmunis" means the Association of Alberta Municipalities;

"ABmunis Bylaws" means the bylaws of ABmunis filed with Alberta Corporate Registry as of February 22, 2023, as may be amended from time to time;

"ABmunis Member" means:

- a) a Regular Member, as such term is defined in the ABmunis Bylaws; or,
- b) an Associate Member, as such term is defined in the ABmunis Bylaws

"Act" means the *Electric Utilities Act*, SA 2003, c E-5.1, as amended from time to time;

"AECO C Daily Index" means for each Day, the price in Canadian Dollars per GJ equal to the average price in Canadian Dollars per GJ published on the "Canadian Domestic Gas Price Report" page, in the table "Daily Spot Gas Price at AECO C & NOVA Inventory Transfer" reported for the applicable Day in the first edition of the *Canadian Gas Price Reporter* ("CGPR") published in the month immediately following the month in which such Day falls, except where:

- a) Price lines will be excluded if the Day is a Friday, Saturday, a Sunday or a statutory holiday that falls on a Monday and substituting in place of each such Day the price on the line identified as "Weekend#" for the weekend occurring closest to such Day.
- b) If such Day is a statutory holiday which falls on a Tuesday, Wednesday or Thursday, the AECO C Daily Index for such Day shall be the AECO C Daily Index for the previous Business Day.
- c) It may be necessary to use the CGPR for the preceding month to locate the AECO C Daily Index for the closest Business Day or weekend.
- d) The AECO C Daily Index utilized may be a daily value or an average depending upon how the natural gas is purchased or sold by AMSC on behalf of the Customer.
- e) If the required published prices are not available or incorrect at the time the account invoice is rendered, AMSC shall estimate the price and later adjust for the final published prices.
- f) If Canadian Enerdata Ltd., the publisher of CGPR, ceases to publish the information required to determine the AECO C Daily Index or there is a material change in the formula for or the method of calculating the AECO C Daily Index, the AECO C Daily Index shall mean the price in Canadian Dollars per GJ for the applicable Day published by an alternative source, as determined by AMSC, acting reasonably;

"AESO" means the Alberta Electric System Operator, the operating name for the ISO for the power pool as defined in the Act;

"AESO Rules" means the rules made by the ISO pursuant to the Act, as amended from time to time;

"Agreement" means the Retail Services Agreement to which these definitions are attached, and includes all of the attached Schedules listed on the Cover Page and any applicable Transaction Confirmations;

"AMSC" means Alberta Municipal Services Corporation;

"AMSC Event of Default" has the meaning given to it in Section 11.1.1 of Schedule 1;

"Balancing Pool" has the meaning given to it in the Act;

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in Edmonton, Alberta;

"Charges" has the meaning given to it in Section 6.1 of Schedule 1;

"Community Related Organization" or "CRO" means a potential customer or Customer that is not a Municipality but is a Municipality related non-profit organization, special purpose board, community association, club or society that is an ABmunis Member provided that Community Related Organizations shall not include any businesses or private facilities unless they are wholly owned by an Alberta Municipality or it can be demonstrated that their liabilities under this Agreement are guaranteed by a Municipality in accordance with Schedule 4;

"Confidential Information" has the meaning given to such term in Section 3.3 of Schedule 1;

"Consumption Meter" means a cumulative electrical energy meter that records consumption (kWh) and peak demand information;

"Cover Page" means the first page of this contract on which the Parties' signatures are affixed which incorporates the schedules that form the entirety of the Agreement;

"CPI" means the All-items Consumer Price Index (Canada – Not Seasonally Adjusted) published by Statistics Canada, with a time base conversion to 2002 equal to 100, or such other time base conversion as may be published by Statistics Canada from time to time. The annual percentage increase in the CPI shall be calculated to the nearest second decimal place, subject to a minimum of 0.00%;

"Customer" means the Party identified as the Customer on the Cover Page of this Agreement;

"Customer Event of Default" has the meaning given to it in Section 10.1 of Schedule 1;

"Day" means a period of 24 consecutive hours, beginning at 12:00 a.m. Mountain Prevailing Time and ending at 11:59:59 p.m. Mountain Prevailing Time on the following calendar day;

"Deal End Date" means the date upon which the supply of a Product ends for Sites under a specific Transaction Confirmation;

"Deal Start Date" means the date upon which the supply of a Product starts for Sites under a Transaction Confirmation;

"Deal Term" means the period of time between the Deal Start Date and Deal End Date for any Transaction Confirmation;

"Deemed Profile" is an electrical energy profile used for specific customer classes that have Consumption Meters. The deemed profiles are produced by the Distribution Company and used by the AESO and retailers to determine the Customer's electrical energy consumption on an hourly basis for the purposes of billing and settlement;

"Distribution Company" means:

- a. where the Product supplied is natural gas, the natural gas distribution operator, local distribution company, pipeline operator, meter service provider and/or Meter Data Manager; and,
- b. where the Product supplied is electrical energy, the Wire Services Provider, Wire Owner, Load Settlement Agent, Meter Service Provider and/or Meter Data Manager.

"Effective Date" means the date on which AMSC executes this Agreement as noted by AMSC's signing line;

"Effective Period" means the period of time that this Agreement is in force and effect, commencing on the Effective Date and continuing until the last Deal End Date under the last subsisting Transaction Confirmation and all obligations of each of the Parties pursuant to this Agreement and the Transaction Confirmation(s) have been satisfied in full, including those related to any post final settlement adjustments or other settlement adjustments under any Law;

"Electricity Usage Profiles" means the pattern in which a Customer consumes electrical energy on an hourly basis as derived from their individual meters or aggregated meters at the Site(s) which may be a Deemed Profile;

"Energy Management Services" means services provided to the Customer by AMSC which relate to the improved management and or use of utilities. Examples include consulting and advising, benchmarking, installation of technologies, management software, application for certifications, awards and other such recognition;

"Event of Force Majeure" means an act of God, pandemics, epidemics, weather or climate related events such as wind storms, floods, freezing rain, ice storms, war, rebellion, sabotage, fire, or other causes beyond the reasonable control of AMSC, including without limitation, strikes, labour disputes, differences with workmen, breakage or accident or necessity of repairs to machinery, equipment or pipelines or like causes (excepting and excluding however lack of finances) or AMSC is unable to secure the Product(s) for any reason, including without limitation supply disruptions as a result of the Third Party Infrastructure Provider, howsoever caused;

"GJ" or "Gigajoule(s)" means 1,000,000,000 joules;

"Imbalance Charges" means charges applied by the Distribution Company when expected Customer demand exceeds supply or Customer demand is less than supply, causing an imbalance requiring spot market purchase or sale of natural gas, respectively, to balance consumption requirements and compensate the Distribution Company for differences between nominated and actual natural gas distribution requirements;

"ISO" means the Alberta Independent System Operator, as defined in the Act;

"kWh" or "kilowatt-hour" is a measure of electrical energy, a unit of work or energy, measured as 1,000 watts of power expended for 1 hour;

"Law" means any law, rule, regulation, ordinance, bylaw, statute, directive, judicial decision, administrative order, rule of the public utilities commission, public service commission or similar provincial commission or agency having jurisdiction over the Distribution Company or the electricity or natural gas distribution or transmission system in Alberta, and includes any AESO operating guideline or protocol, Wire Owner, Wire Services Provider or AESO tariff, as applicable;

"Liquidated Damages" means:

- a) the termination fee set out in a Transaction Confirmation; or,
- b) where the applicable termination fee is not expressly set out in a Transaction Confirmation, the sum of the Contract Value plus all Costs, less the Market Value provided that, if the Market Value exceeds the sum of the Contract Value and Costs, this value will be deemed to be zero. For the purposes of this definition:

- i. **"Contract Value"** means the sum of the Price, Retail Service Charge (if applicable), Program Fee (if applicable), and Procurement Fee (if applicable) multiplied by the Contracted Volumes of the Product(s) for each terminated Transaction Confirmation;

- ii. **"Market Value"** means the amount paid by a bona fide third party for the Contracted Volumes at current market prices for each terminated Transaction Confirmation. AMSC shall use reasonable commercial efforts to find a third party buyer for the Contracted Volumes and determine a reasonable Market Price; however, in the event AMSC is unsuccessful in finding a suitable third party buyer for the Contracted Volumes, for whatever reason as determined by AMSC, the Market Price shall be deemed to be zero;

- iii. **"Costs"** means any costs or expenses incurred or payable by AMSC in terminating this Agreement or any Transaction Confirmation or liquidating the Contracted Volumes;

- iv. **"Contracted Volumes"** means the volumes of Product(s) AMSC would have supplied to the Customer had this Agreement or the applicable Transaction Confirmation not been terminated, and is the sum of the identified volumes set out in an applicable Pricing Schedule for the remainder of the Deal Term;

"Load Settlement Agent" has the meaning given to it in the Settlement Code;

"Meter Data Manager" has the meaning given to it in the Settlement Code;

"Meter Service Provider" has the meaning given to it in the Settlement Code;

"Municipality" has the meaning given to such term in the *Municipal Government Act*, RSA 2000, c M-26, as amended;

"MWh" or "Megawatt Hour" is a measure of electrical energy, a unit of work or energy, measured as 1,000,000 watts of power expended for one (1) hour;

"Other Charges" means:

- a) where the Product being supplied is electrical energy, all charges from third parties incurred by AMSC on behalf of the Customer including all transmission charges, distribution charges, franchise fees, charges levied by the AESO (including trading charges and "uplift" charges) to the extent incurred by AMSC in supplying electrical energy under this Agreement, Balancing Pool payments and credits, distribution losses, charges for unaccounted for energy and any other charges now or hereafter levied on or incurred by AMSC from a third party on behalf of the Customer in selling electrical energy under this Agreement, including any miscellaneous retailer AMSC processing charges;
- b) where the Product being supplied is natural gas, all other charges relating to the natural gas to be supplied, purchased or sold by AMSC on behalf of the Customer as contemplated in this Agreement and as allocated by AMSC to the Site(s) including, without limitation, any and all applicable transmission or distribution costs and charges, or assumed or indemnified charges as may be assessed by or through the Distribution Company as the result of delivery of natural gas to the Site or sold by AMSC as contemplated by this Agreement, including any miscellaneous retailer AMSC processing charges, the

Imbalance Charge(s), or tolls applied without natural gas, any matters incidental thereto and any act or omission of the Customer or of AMSC taken or omitted at the request of or on behalf of the Customer. For natural gas, AMSC may also, at its sole discretion, charge actual or deemed costs incurred in moving natural gas from the TransCanada Alberta System pipeline (formerly NOVA) to the ATCO Gas distribution system, including but not limited to ATCO Pipelines Other Pipeline Receipt Charges and Rider "D".

"Party" means either AMSC or the Customer, as the context requires, and "Parties" means both AMSC and the Customer collectively;

"Pool Price" means the price of electrical energy for each hour of each day as posted by the AESO at the close of the second (2nd) Business Day following the end of each month on its internet website, currently located at <http://ets.aeso.ca> under "Reports / Historical / Pool Price", provided that:

- a) if the required posted prices are not available or incorrect at the time the AESO invoice is rendered, AMSC shall reasonably estimate the price and later adjust for the final posted prices; and,
- b) if the AESO ceases to publish the information required to determine the Pool Price or there is a material change in the formula for or the method of calculating the Pool Price, the Pool Price shall mean the price in Canadian Dollars per kWh for the applicable hour published by an alternative source, as determined by AMSC, acting reasonably;

"Power+ Agreement" means the agreement between AMSC and the Customer for the sourcing and supply of Power+ Product which will be attached to a Transaction Confirmation and form part of this Agreement;

"Power+ Product" means a fixed price for a defined volume of electrical energy, determined in accordance with a Power+ Agreement entered into between AMSC and the Customer;

"Power+ Product Price" means the Price identified in a Transaction Confirmation as the price for the "Power+ Product";

"Price" means the price identified in a Transaction Confirmation as the applicable Product price;

"Pricing Schedule" means a binding pricing schedule between the Customer and AMSC evidencing a transaction and confirming the pricing terms including but not limited to Price, related fees and charges, volumes, and Retail Services, provided by AMSC, forming the subject of a binding transaction or series of transactions pursuant to this Agreement;

"Procurement Fee" means a fee payable to AMSC to facilitate the procurement of any Product supplied to the Customer which will be set out in a Transaction Confirmation;

"Product" means the electrical energy, natural gas or RECs, as the case may be, or any other energy product or services to be supplied by AMSC to the Customer under this Agreement;

"Program Fee" means a dollar charge per MWh to be applied to the Power+ Product Price, in accordance with the terms of the Power+ Agreement;

"Renewable Energy Certificate" or "REC" means a credit, reduction right, offset, allocated pollution right, emission reduction allowance or other proprietary or contractual right, whether or not tradable, resulting from the actual or assumed displacement of emissions by the production of one (1) MWh of electrical energy as a result of the utilization of renewable energy technology certified under the ECOLOGO® Certification Program

through Underwriters Laboratories (Renewable Low-Impact Electricity Products, UL 2854) or Green-e Certification Program (Commercial Renewable Energy Certificates), or an agreed upon successor program, and evidenced in certificate form. In the event that any government or non-government agency, whether provincial, federal, national or international in scope or authority, creates or sanctions a registry, trading system, credit, offset or other program relating to Renewable Energy Certificates or their equivalent, the term Renewable Energy Certificate as used in this Agreement shall include the rights or benefits created or sanctioned under any such program or programs;

"Retailer of Record" has the meaning given to the term in the Settlement Code and for the purposes of this Agreement is represented by AMSC;

"Retail Service Charge" means a service charge payable for the provision of the Retail Services in addition to the Price and is specified in the Transaction Confirmation applicable to the supply of a Product;

"Retail Services" means the following functions to be carried out by AMSC:

- a) acting as the Customer's exclusive Retailer of Record;
- b) acting as the Customer's agent in accordance with the terms of the Agreement;
- c) supply of the Product(s);
- d) invoicing the Customer for the amounts owing by the Customer to AMSC under this Agreement;
- e) maintaining records and accounts in respect to the Product(s) supplied to the Customer;
- f) responding to Customer inquiries regarding the supply and invoicing of the Product(s);
- g) where inquiries are made by the Customer related to functions of the Distribution Company, directing the Customer to the Distribution Company in whose service area the Customer resides, as applicable;
- h) such further services as may be set out in the Transaction Confirmation applicable to a Site, including settlement functions as applicable; and,
- i) any other services set out in Schedule 3 to this Agreement.

"Sites" means the Customer's sites identified by Site ID number in any Site Information Schedule;

"Site Information Schedule" is a listing of Sites to be served pursuant to a Transaction Confirmation;

"Settlement Code" means:

- a) where the Product supplied is electrical energy or RECs, Version 2.10 of the Alberta Utilities Commission's Rule 021: *Settlement System Code Rules*, as amended, which rules are made by the Alberta Utilities Commission under the Act to govern load settlement in the Province of Alberta;
- b) where the Product supplied is natural gas, Version 1.8 of the Alberta Utilities Commission's Rule 028: *Natural Gas System Settlement Code Rules*, as amended, which rules are made by the Alberta Utilities Commission to govern natural gas settlement at the retail natural gas market level in the Province of Alberta;

"Service Standards" means the standards applicable to the provision of Retail Services by AMSC, as set out in Schedule 3 to this Agreement;

"Transaction Confirmation" means an agreement between the Customer and AMSC in substantially the form as set out in Schedule 5, for the supply of a Product(s) that may contain

additional terms and conditions applicable to the supply of a Product(s) and will include the Pricing Schedule for the supply of a Product(s);

"Third Party Infrastructure" means:

- a) plants located within Alberta owned by parties other than AMSC or a wholly owned subsidiary of AMSC and shall include, but shall not be limited to, wind plants, hydroelectric facilities and biomass facilities;
- b) the electrical energy and natural gas distribution system operated by the Distribution Company; and,
- c) the electrical energy and natural gas transmission system.

"Third Party Infrastructure Provider" means a Distribution Company, an operator of Third Party Infrastructure, or any of their contractors or subcontractors;

"Variable Market Rate" means:

- a) where the Product being supplied is electrical energy, the Pool Price;
- b) where the Product being supplied is natural gas, the AECO C Daily Index.

"Wire Owner" has the meaning given to it in the Settlement Code;

"Wire Services Provider" has the meaning given to it in the Settlement Code.

SCHEDULE 3 – Retail Services and Service Standards

1.0. Retail Services

1.1. AMSC agrees to:

- a. Comply with all rules and regulations and industry standards pertaining to Retail Services;
- b. Provide the Customer with access to a customer care centre in order to address inquiries and requests;

Note: Call Centre is staffed from 8:30 a.m. to 4:30 p.m. on Business Days.

Phone: (780) 433-4431

Email: energy@abmunis.ca

Fax: (780) 433-4454

Phone, email and fax numbers are subject to change with reasonable notice.

- c. Provide the Customer with access to a dedicated accounts coordinator for portfolio management;
- d. Perform enrolment/de-enrolment of Sites with the Distribution Company, including adding and deleting sites;
- e. Assist Customers in resolving enrolment/de-enrolment distribution charges and settlement disputes;
- f. Provide a consolidated invoice for the Customer each month;
- g. Provide detailed billing information electronically each month;
- h. Provide access to online reporting;
- i. Provide custom analysis and/or reports (separate charges may apply) on request, where feasible;

Electricity Services where the Product supplied is electricity

- j. Review with the Customer all existing electrical accounts with AMSC, including consumption data and price options;
- k. Plan energy purchases as appropriate;
- l. Assist the Customer in providing information for the Customer's selection of appropriate hedging strategies, respecting risk tolerance and preferences communicated to AMSC;
- m. Monitor and report on current and future commodity pricing;
- n. Assist in operational budget preparation and forecasting of commodity costs pertaining to this Agreement;

Natural Gas Services where the Product supplied is Natural Gas

- o. Perform analysis for historic consumption by site;
- p. Plan energy purchases as appropriate;
- q. Perform monthly nominations with the applicable pipeline/Distribution Company;
- r. Perform balancing operations as required;
- s. Monitor and report on current and future commodity pricing;
- t. Assist in operational budget preparation and forecasting of commodity costs pertaining to this Agreement.

2.0 Service Standards

- 2.1. The Service Standards set forth below will apply to the Retail Services. In the event AMSC fails to meet such Service Standards, AMSC, following notice of its failure as provided in the Agreement and at its option, shall provide the Customer with the applicable credits in accordance with the Agreement. These credits are the sole recourse that the Customer may have pursuant to this Agreement for any breach of a Service Standard.

All credits payable in accordance with the foregoing shall be applied to AMSC's next invoice or, in the event no further invoices are to be provided by AMSC, will be paid by cheque to the Customer.

Service Component	Service Standard	Caveats	Credit Applicable
Timeliness of Customer Call Centre Response	AMSC will respond to/acknowledge all calls, e-mails and faxes within one Business Day.	Communication received after 3:00 p.m. will be deemed to have been received on the next Business Day for measurement purposes.	Credit of \$25 for each instance AMSC fails to meet the Service Standard.
Timeliness of Service Request Completion	Unless AMSC advises the Customer otherwise, the following standards will be assumed: <ul style="list-style-type: none"> • General billing inquiries: 3 Business Days • Enrolment/De-enrolment: 10 Business Days. • Energization/De-energization: 10 Business Days 	In no event will AMSC be responsible for failure to meet this Service Standard when such failure is due solely or in part to inaccurate information provided by the Customer or third parties not fulfilling their obligations after AMSC's exertion of reasonable commercial efforts to secure the fulfillment of such obligations. Third parties in this provision include the Wire Services Provider, Load Settlement Agent and Distribution Company.	Credit of up to \$250 for each instance AMSC fails to meet the Service Standard.
Timeliness of Customer Invoice	Invoices to the Customer will be issued within 5 Business Days of the standard invoice date. For the purposes of this Service Standard, the "standard invoice date" will be the 8 th Business Day of the month.	In the event that external circumstances outside AMSCs control delay the delivery of a printed invoice, an electronic invoice delivered within the acceptable timeframe shall be considered to have met the Service Standard.	Credit of \$250 for each instance AMSC fails to meet the Service Standard.
Accuracy of Services	Inaccuracies in Customer account, contract, and/or site set-up information, market transactions, and/or billing services shall be resolved within 90 days of their identification provided accurate information is received from the Customer.	In no event will AMSC be responsible for failure to meet this Service Standard when such failure is solely due to third parties not fulfilling their obligations after AMSC's exertion of reasonable commercial efforts to secure the fulfillment of such obligations. Third parties in this provision include the Wire Services Provider, Load Settlement Agent and Distribution Company.	A credit of 20% of the Retail Service Charge for the affected period credited to the Customer's account.

SCHEDULE 4 – Community Related Organization (CRO) Guarantee

Customer Number: 400027

All capitalized terms have the meaning ascribed thereto in Schedule 2.

1.0. Parental Guarantee

The Customer guarantees the performance and obligations of all Community Related Organizations listed within this Schedule 4 as Site(s) to receive Product(s) under the terms and conditions of this Agreement.

2.0. Notification and Authorization

The Customer confirms that it has consulted with and has the prior agreement of any Community Related Organization(s) listed within this Schedule 4 to enter into this Agreement and arrange for the supply of electrical energy, natural gas and/or REC(s) under the terms and conditions of this Agreement on behalf of the Community Related Organization(s).

Summer Village of Nakamun Park

Customer Legal Entity Name

Alberta Municipal Services Corporation

Dwight Moskalyk

Authorized Representative

Authorized Representative

Chief Administrative Officer

Position

Position

Signature

Signature

Date

Date

SCHEDULE 5 – Sample Form of Transaction Confirmation

FORM OF TRANSACTION CONFIRMATION (sample only)
(To be completed and executed separately from the Retail Services Agreement)

**THIS TRANSACTION CONFIRMATION MUST BE RETURNED TO AMSC SIGNED BY THE CUSTOMER BY:
HH:MM MOUNTAIN TIME ON MM/DD/YYYY OR THE PRICE MAY BE SUBJECT TO CHANGE.**

RETAIL SERVICE AGREEMENT TRANSACTION CONFIRMATION

This Transaction Confirmation is entered into between AMSC and the Customer and is attached to and forms part of the Retail Services Agreement between AMSC and the Customer (the "Agreement"). Capitalized terms used herein are defined in the Agreement unless otherwise defined in this Transaction Confirmation. In the event of a conflict between this Transaction Confirmation and any other part of the Agreement, this Transaction Confirmation will prevail.

More than one Transaction Confirmation may be in effect at one time. Each Transaction Confirmation will be numbered consecutively, and each amendment to an existing Transaction Confirmation will also be numbered consecutively.

Details of this Transaction Confirmation are as follows:

1. Transaction Confirmation: XXXX.X
2. Amendment to any existing Transaction Confirmation? [YES/NO]
3. If yes, this is Amendment: #
4. Product Selection:

For the purposes of this Transaction Confirmation, the Customer has chosen the following Product(s):

<input type="checkbox"/>	Electricity (Fixed Price)	<input type="checkbox"/>	Natural Gas (Fixed Price)	<input type="checkbox"/>	Small Micro-generation
<input type="checkbox"/>	Electricity (Full Requirements)	<input type="checkbox"/>	Natural Gas (Variable)	<input type="checkbox"/>	RECs
<input type="checkbox"/>	Electricity (Variable)			<input type="checkbox"/>	

5. Product Description, Terms and Conditions: This Transaction Confirmation is subject to the additional terms and conditions set out in the attached Schedule A.
6. Price and Deal Term: This Transaction Confirmation is subject to the Price, Deal Term, volumes, applicable fees and other terms set out in the Pricing Schedule(s) attached as Schedule B, which forms part of this Transaction Confirmation.
7. Site Information: This Transaction Confirmation is subject to the Site Information Schedule attached as Schedule C, which forms part of this Transaction Confirmation.
8. Additional Schedules: The following additional Schedules are specific to the Product(s) selected and are attached hereto and form a part of this Transaction Confirmation:

[insert if any]



Execution and Delivery

This Transaction Confirmation is binding and effective on the later of the dates on which it is executed and delivered by both the Customer and AMSC. Upon execution and delivery by the Customer and AMSC, this Transaction Confirmation will attach to and form part of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Transaction Confirmation as as of the _____ day of _____, 20____.

CUSTOMER

Per: _____

Name: _____

Title: _____

Date: _____

ALBERTA MUNICIPAL SERVICES CORPORATION

Per: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A – TERMS AND CONDITIONS TO SPECIFIC TRANSACTION CONFIRMATION

(insert the terms and conditions applicable to the selected Products)

SCHEDULE B – PRICING SCHEDULE

(insert the Pricing Schedule applicable to the selected Product(s))

SCHEDULE C – SITE INFORMATION SCHEDULE

(insert the Site Information Schedule for the specific Product(s))

RETAIL SERVICE AGREEMENT

TRANSACTION CONFIRMATION

This Transaction Confirmation is entered into between AMSC and the undersigned Customer and is attached to and forms part of the Retail Services Agreement between AMSC and the Customer (the "Agreement"). Capitalized terms used herein are defined in the Agreement unless otherwise defined in this Transaction Confirmation. In the event of a conflict between this Transaction Confirmation and any other part of the Agreement, this Transaction Confirmation will prevail.

More than one Transaction Confirmation may be in effect at one time. Each Transaction Confirmation will be numbered consecutively, and each amendment to an existing Transaction Confirmation will also be numbered consecutively. Details of this Transaction Confirmation are as follows:

1. Transaction Confirmation: 7440.1
2. Amendment to any existing Transaction Confirmation? NO
3. If yes, this is Amendment: #
4. Product Selection:

For the purposes of this Transaction Confirmation, the Customer has chosen the following Product(s):

<input checked="" type="checkbox"/>	Electricity (Fixed Price)	<input type="checkbox"/>	Natural Gas (Fixed Price)	<input type="checkbox"/>	Small Micro-generation
<input type="checkbox"/>	Electricity (Full Requirements)	<input type="checkbox"/>	Natural Gas (Variable)	<input type="checkbox"/>	RECs
<input type="checkbox"/>	Electricity (Variable)	<input type="checkbox"/>		<input type="checkbox"/>	

5. Product Description, Terms and Conditions: This Transaction Confirmation is subject to the additional terms and conditions set out in the attached Schedule A, which forms part of this Transaction Confirmation.
6. Price and Deal Term: This Transaction Confirmation is subject to the Price, Deal Term, volumes, applicable fees and other terms set out in the Pricing Schedule(s) attached as Schedule B, which forms part of this Transaction Confirmation.
7. Site Information: This Transaction Confirmation is subject to the Site Information Schedule attached as Schedule C, which forms part of this Transaction Confirmation.
8. Additional Schedules: The following additional Schedules are specific to the Product(s) selected and are attached hereto and form a part of this Transaction Confirmation:

N/A

Execution and Delivery

This Transaction Confirmation is binding and effective on the later of the dates on which it is executed and delivered by both the Customer and AMSC. Upon execution and delivery by the Customer and AMSC, this Transaction Confirmation will attach to and form part of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Transaction Confirmation as of the ____ day of _____, 2024.

SUMMER VILLAGE OF NAKAMUN PARK

ALBERTA MUNICIPAL SERVICES CORPORATION

Per: _____

Per: _____

Name: Dwight Moskalyk

Name: Dan Rude

Title: Chief Administrative Officer

Title: Chief Executive Officer

Date: _____

Date: _____

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SCHEDULE A

TERMS AND CONDITIONS SPECIFIC TO THE SUPPLY OF ELECTRICAL ENERGY – ELECTRICITY (FIXED PRICE)

1.0. DEFINITIONS

Capitalized terms used in this Schedule are defined below, or defined in Schedule 2 to the Retail Services Agreement if not otherwise defined below.

"Fixed Price Product" may include, but is not limited to, the following products, as selected in Schedule B – Pricing Schedule:

- a) Fixed Baseload: 7x24, HE 0100 to HE 2400, Monday to Sunday;
- b) Fixed On-Peak: 6x16, HE 0800 to HE 2300, Monday to Saturday, excluding NERC Holidays;
- c) Fixed Extended-Peak: 7x16, HE 0800 to HE 2300, Sunday to Saturday;
- d) Fixed Extended Off-Peak: 7x8, being all hours that are not Fixed Extended-Peak hours;
- e) Fixed Super-Peak: 5x13, HE 0900 to HE 2100, Monday to Friday, excluding NERC Holidays; and
- f) Fixed Blended or ("Custom") is any combination of the above or unique profile, as specified in Schedule B – Pricing Schedule;

with all Fixed Price Products specified in prevailing Mountain Time;

"Interval Meter" means an electrical energy meter that measures electrical energy usage on a 15-minute interval basis providing hourly consumption and demand information;

"Net System Load Shape" or "NSLS" has the meaning given to it in the Settlement Code;

"Notional Hourly Quantity" means the quantity of Notional Monthly Quantity electrical energy sold to the Customer in relation to the specified Sites in Schedule C – Site Information Schedule in each applicable hour, allocated according to the applicable hours of the selected Fixed Price Product, as specified in Schedule B – Pricing Schedule(s);

"Notional Monthly Quantity" means the quantity of electrical energy sold to the Customer in relation to the specified Sites in Schedule C – Site Information Schedule in each applicable month for the selected Price, as specified in Schedule B – Pricing Schedule under "Notional Monthly Quantity";

"Spot Market Purchases" means quantities of electrical energy greater than the Notional Hourly Quantity, bought by AMSC on behalf of the Customer;

"Spot Market Sales" means quantities of electrical energy less than the Notional Hourly Quantity (the result obtained by subtracting the actual electrical energy sold from the Notional Hourly Quantity) sold by AMSC on behalf of the Customer; and,

"Unmetered Site" means a Site where the amount of electricity consumed is not measured.

2.0. SALE OF ELECTRICAL ENERGY

- 2.1. AMSC agrees to sell to the Customer, and the Customer agrees to purchase from AMSC for the Sites listed in Schedule C – Site Information Schedule, electrical energy at the Price specified in Schedule B – Pricing Schedule multiplied by the Notional Hourly Quantity of electrical energy as specified for each hour, during the Deal Term. Each Site will, on a pro-rata basis in proportion to its actual or estimated consumption, be allocated a portion of the Notional Hourly Quantity.
- 2.2. The Customer understands and agrees that AMSC does not have any obligation or responsibility for the transmission, distribution or delivery of the electrical energy to the Customer or to any Site. The Customer agrees that it will not purchase electrical energy from any other retailer or party for use at the Sites set out in Schedule C – Site Information Schedule during the Deal Term.
- 2.3. In addition to the Price, the Customer agrees to pay to AMSC all other applicable fees, as set out in Schedule B – Pricing Schedule.

- 2.4. In Schedule C – Site Information Schedule, the Customer is required to specify its Sites subject to supply of electricity pursuant to this Transaction Confirmation.
- 2.5. The Customer acknowledges and agrees that the Price is based on, and applies to, the Notional Hourly Quantity for the Sites specified in Schedule C – Site Information Schedule but the actual quantity of electrical energy sold to each Site may vary from such Notional Hourly Quantity. Accordingly, AMSC may from time to time be required to sell to the Customer actual quantities of electrical energy that are either greater than the Notional Hourly Quantity (such excess being the Spot Market Purchases) or buy from the Customer those quantities equal to the difference between the Notional Hourly Quantity and the actual quantity sold (such being the Spot Market Sales) to the Customer's Sites. Therefore, AMSC shall be authorized, from time to time, to purchase or sell electrical energy, as applicable, on the Customer's behalf and for the Customer's account, at the then prevailing Pool Price and AMSC shall, on an ensuing invoice to the Customer, either:

- a) in the case of Spot Market Purchases, charge to the Customer the quantity, as reasonably determined by AMSC, of electrical energy purchased at the Pool Price; or
- b) in the case of any Spot Market Sales, credit to the Customer the quantity, as reasonably determined by AMSC, of electrical energy sold at the Pool Price.

3.0. SETTLEMENT DATA

- 3.1. The Customer acknowledges that the settlement data and methodologies which will determine the quantity of electrical energy sold to the Sites together with related charges and matters, including the generation of Electricity Usage Profiles, estimating missing meter readings and consumption amounts, calculating and allocating distribution losses and unaccounted for electrical energy, will be determined by or for the relevant Distribution Company in accordance with the Settlement Code and applicable provisions of the Act and regulations and, subject to the provision of the Settlement Code, will be binding on AMSC and the Customer.
- 3.2. The Customer acknowledges that the Settlement Code may not be followed for unaggregated streetlights, which may be billed by AMSC using a modified methodology for determining consumption.
- 3.3. AMSC shall be entitled to flow through any post final settlement corrections and the Customer agrees to pay:
 - a) any share of such settlement corrections directly attributable to the Customer; and
 - b) its pro-rata share of all such corrections which are not directly attributable to the Customer.

4.0. ELECTRICITY USAGE PROFILE

- 4.1. The Customer shall provide AMSC with the necessary data to determine the Electricity Usage Profile for the purposes of procuring electrical energy for the Sites. The Electricity Usage Profile shall be based on data from either:
 - a) Interval Meters;
 - b) Consumption Meters;
 - c) Unmetered Sites; or
 - d) any combination thereof.
- 4.2. The Electricity Usage Profile for Sites with Interval Meters shall be based on historical data, unless otherwise stated or negotiated by the Customer. The Electricity Usage Profile for Sites with Consumption Meters and Unmetered Sites shall be based on a Deemed Profile as provided by the Distribution Company.

5.0. METERING AND DETERMINATION OF QUANTITIES

- 5.1. All metering services, if any, will be performed by the Distribution Company. If the Customer believes the metering equipment is registering inaccurately, the Customer shall contact AMSC who will contact the Distribution Company on the Customer's behalf, and the

Customer shall be responsible for any fees charged by the Distribution Company. The Customer agrees that:

- a) the Distribution Company will determine the amount of electrical energy delivered to each Site between measurement intervals and may do so by periodic measurement, estimation, allocation or otherwise and AMSC shall be entitled to charge the Customer accordingly, provided if the Distribution Company fails to determine the amount of electrical energy delivered to any Site(s) between measurement intervals, AMSC will be entitled to estimate same and charge the Customer accordingly;
- b) AMSC shall invoice the Customer for the amount of electrical energy sold to each Site and the Customer shall pay, based upon:
 - i. Notional Hourly Quantity; and,
 - ii. AMSC's estimated consumption for each Site based upon the best available settlement information from the Distribution Company at the time of invoicing using commonly accepted standards including Net System Load Shape, Electricity Usage Profile(s) and Interval Meter consumption data provided by the Distribution Company, and subsequent invoices will be adjusted and rendered, to account for finalized settlement information when available.
- 5.2. AMSC's final determination as to the amount of electrical energy sold to each Site for any hour (including any line losses, unaccounted for energy or Other Charges allocated to same) shall be conclusive and binding between the Customer and AMSC.
- 5.3. The Customer's electrical energy consumption details are received by AMSC from various sources, at various times, and often include significant elapsed time post consumption. Accordingly, it will be necessary for AMSC and/or the Distribution Company to initially estimate consumption and at a later date adjust the invoiced amount to reflect the actual consumption. Where the Customer receives electrical energy, the Customer will be invoiced based upon Schedule B - Pricing Schedule.
- 6.0. ADDITION OR REMOVAL OF SITES
- 6.1. The Customer may, upon twenty (20) Business Days' prior written notice to AMSC, add or remove a Site to the list of Sites allocated the electrical energy from those purchases under Schedule C - Site Information Schedule provided that the Customer shall not thereby be released from its purchase obligations under this Transaction Confirmation and Schedule B - Pricing Schedule. Thereafter, such Site will share or cease sharing in the consumption of contract volumes purchased.

6.2. The Customer agrees to pay all charges for the original Site prior to de-selection of such Site by the Wire Services Provider. If the Customer fails to abide by the terms of this Section then the Customer will continue to be obligated to perform its obligations under this Agreement with respect to all of the Sites and AMSC will not be liable to the Customer for any failure of supply of electricity to the new Site.

7.0. MICRO-GENERATION

7.1. Provided the Customer continues to meet its obligations under this Transaction Confirmation, AMSC will support the Customer in pursuing and allowing micro-generation to offset their load pursuant to the *Micro-Generation Regulation* AR 27/2008, as amended, as alternatives to the exclusive supply of energy for the Sites specified in Schedule C – Site Information Schedule.

SCHEDULE B

PRICING SCHEDULE FOR SALE OF ELECTRICITY (FIXED PRICE)

Customer No.: 400027 Unique Deal Identifier 1 Transaction Confirmation No.: 7440.1

This Pricing Schedule forms part of the AMSC Transaction Confirmation pursuant to the Retail Services Agreement and is a binding contract for the electrical energy sold to the Customer hereunder. This and the 1 page immediately following this page confirms the agreement between the Customer and AMSC for the purchase and supply of Electricity (Fixed Price) described in this Pricing Schedule for the identified Sites to be supplied by AMSC to the Customer at the specified Price under this Pricing Schedule.

Deal Start Date: 2025-01-01 Deal End Date: 2029-12-31

Selection	Customer Initials	Fixed Price Product	Price	Hourly Profile
<input checked="" type="checkbox"/>		Fixed Baseload 7x24	\$69.50 per MWh	Monday to Sunday from HE0100 to HE2400

Fixed Baseload Notional Monthly Quantity table (MWh)					
	2025	2026	2027	2028	2029
January	0.744	0.744	0.744	0.744	0.744
February	0.672	0.672	0.672	0.696	0.672
March	0.743	0.743	0.743	0.743	0.743
April	0.720	0.720	0.720	0.720	0.720
May	0.744	0.744	0.744	0.744	0.744
June	0.720	0.720	0.720	0.720	0.720
July	0.744	0.744	0.744	0.744	0.744
August	0.744	0.744	0.744	0.744	0.744
September	0.720	0.720	0.720	0.720	0.720
October	0.744	0.744	0.744	0.744	0.744
November	0.721	0.721	0.721	0.721	0.721
December	0.744	0.744	0.744	0.744	0.744
Total	8.760	8.760	8.760	8.784	8.760

Other Applicable Fees:

- Retail Service Charge:** For electrical energy with all Sites except those that are un-aggregated streetlights: The Retail Service Charge will be based on monthly site usage at \$3.15/MWh subject to a minimum monthly site charge of \$20.00. For electrical energy with un-aggregated streetlights which are Unmetered Sites: The Retail Service Charge per streetlight or Site of \$1.00/Site/month.
- Procurement Fee:** A procurement fee for Electricity (Fixed Price) of \$3.15/MWh.



Summer Village of Nakamun Park Request For Decision - (RFD) 2024-35

Meeting:	Regular Council
Meeting Date:	July 16, 2024
Originated By:	Dwight Moskalyk, Chief Administrative Officer
Title:	Procedural Bylaw #2024-6
Agenda Item Number:	6(b) – Regular Meeting Business

BACKGROUND/PROPOSAL:

The Procedural Bylaw is a core bylaw for municipal operation. This bylaw regulate the way council meetings, and other official meetings such as public hearings and committee meetings, are conducted. This includes how agendas are developed, how delegations and appointments are added, how council meetings are conducted and the order of business, and how and when the agenda and minutes are prepared and shared – among many other aspects. The procedural bylaw seeks to build on the basic principle of Robert's Rules of Order, tweaking where necessary to fit the expectations of the local authority, as is common practice.

Of course, SVNPN has had a procedural bylaw in place for many years, with the most recent amendments incorporated in 2023 (Bylaw #2023-8). The purpose of the new bylaw is to repeal the existing procedural bylaw and replace it with a version that includes a few important changes (detailed below). This is also a good time, with a new councillor on board, to review the general process for other amendments that might be warranted going forward.

The proposed draft bylaw, Bylaw #2024-6, is attached to the to this document. The revisions proposed are noted in red text, with the balance of the bylaw being identical to the existing bylaw.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

As part of the normal order of business, Council should review the Procedural Bylaw if for no other reason than to make sure we all are familiar with the general rules, decorum and process around council meetings. Of course every so often there are also some best-practice or mandated changes that we need to incorporate into local bylaws, and this is the case in the proposed revisions in Bylaw #2024-6:

- 1) Adding "Recess" as a formal concept – Although we do not often take recesses in SVNPN council meetings, there are occasions where it is necessary (such as in the "Closed Session" process) and it is also an important option to have should we need a break for any reason in a regular meeting. Bylaw 2024-6 adds a definition of Recess and outlines the process for declaring or requesting a recess.
- 2) Land Acknowledgement – As part of the commitment to Reconciliation, public bodies now ensure that meetings and formal gathering include a Land Acknowledgment as part of the meeting process. We have added this to our agendas already, but we need to also add this to the "Order of Business" in the procedural bylaw as well to be consistent.



- 3) Administrative Changes – Of course with the changes about there are some minor text edits (new sections and section references that needed to be updated, and also noting the repeal of the existing bylaw in the repeal section.

COSTS/SOURCE OF FUNDING (if applicable):

N/A

RECOMMENDED ACTION:

1. That Council give all required readings to Bylaw #2024-6, as presented or with amendments, and authorize execution of same by Mayor and Chief Administrative Officer.

Initials show support – Reviewed By:

CAO: *D. Moskalyk*

**A BYLAW OF THE SUMMER VILLAGE OF NAKAMUN PARK IN THE
PROVINCE OF ALBERTA TO REGULATE THE PROCEDURE AND
CONDUCT OF COUNCIL AND COUNCIL COMMITTEE MEETINGS.**

WHEREAS, the Council of the Summer Village of Nakamun Park considers it expedient and desirable for effective governance to regulate the procedure and conduct of Council, Councillors and others attending Council and Council committee meetings in the Summer Village of Nakamun Park;

AND WHEREAS, the Council of the Summer Village of Nakamun Park recognizes the need to promote effective participation in local governance by all stakeholders, including councillors, administration, formal delegations before council and committees, and the public in general, and therefore is agreeable to accommodating electronic means of participation herein, in accordance with Section 199 of the Municipal Government Act;

NOW THEREFORE, the Council of the Summer Village of Nakamun Park hereby enacts as follows:

Citation

1. This Bylaw may be cited as the "The Procedure Bylaw".

Definitions

2. In this bylaw:
 - a) "CAO" means the Chief Administrative Officer or their delegate, for the Summer Village of Nakamun Park;
 - b) "Closed Meeting" means a part of the meeting closed to the public at which no resolution or Bylaw may be passed, except a resolution to revert to a meeting held in public;
 - c) "Council" means the Mayor and Councillors of the Summer Village of Nakamun Park for the time being elected pursuant to the provisions of the *Local Authorities Election Act* and the *Municipal Government Act* whose term is unexpired, who have not resigned and who continue to be eligible to hold office under the terms of the related provincial legislation;
 - d) "Delegation" means any person that has permission of Council or the CAO to appear before Council or a committee of Council to provide pertinent information and views about the subject before Council or Council committee;
 - e) "Deputy Mayor" shall mean the member selected by Council to preside at a meeting of Council in the absence of the Mayor;
 - f) "Electronic Means" shall be as defined in the Municipal Government Act, Section 199(1)(a), specifically meaning an electronic or telephonic communication method that enables all persons attending a meeting to hear

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- and communicate with each other during the course of the meeting;
- g) "FOIP" means the Freedom of Information and Protection of Privacy Act of Alberta;
 - h) "Mayor" shall mean the member selected by Council at the Organizational meeting to hold that position and to preside at a meeting of Council;
 - i) "Member" means a Councillor or person at large appointed by Council to a committee of Council;
 - j) "Meetings" means meetings of Council and Council committees, and in keeping with the interpretation of Section 199(1)(b) of the Municipal Government Act, shall include hearings;
 - k) "Municipality" means the Municipality of the Summer Village of Nakamun Park, a municipal corporation of the Province of Alberta and includes the area contained within the boundaries of the Municipality;
 - l) "Recess" means to take a short break in the order of business or an Agenda item of a meeting with the intent of returning to that order of business or Agenda item at the same meeting;
 - m) "Virtual Participation" means, in reference to participation in a meeting, attendance through an approved Electronic Means of communication.

Application

- 3. This bylaw applies to all members attending meetings of Council and committees established by Council of the Municipality.

Severability

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

General

- 5. The General Duties of Council shall adhere to the duties and responsibilities contained within Section 153 of the MGA as set out in Appendix A.
- 6. The General Duties of the Chief Elected Official shall adhere to the duties and responsibilities contained within Section 154 of the MGA as set out in Appendix B.
- 7. No Member of Council shall direct or interfere with the performance of any work for the Municipality and shall seek all information through the office of the Chief Administrative Officer or their designate.
- 8. Members of Council shall subscribe to the Code of Conduct for Members of Council as set out in the Summer Village of Nakamun Park's Code of Conduct

Bylaw.

9. A breach of any section of this Bylaw by any Member of Council may place the Member of Council in the position of censure by Council.
10. Public Hearings held with respect to bylaws, when required or when requested by Council, will be held prior to second reading. Public Hearings shall be conducted in accordance with the procedures set out in Appendix C.

Meetings

11. The regular meetings of Council shall be established by resolution of Council at its annual organizational meeting and shall prescribe the intended date (or recurring day of the month), time and location of the meeting, respecting the availability of current council and the expressed desire to make public engagement as convenient as reasonably possible.
12. Special meetings of Council shall be established as required by Council according to the provisions of the Municipal Government Act and the public shall be given notice.
13. Council, by resolution, may establish other Council meeting dates.
14. The meetings of Council committees shall be established by resolution of each committee and the public must be given notice or advertised as required by the provisions of the Municipal Government Act.
15. The times for the beginning of Council committee meetings shall be set by resolution of each committee.
16. As soon after the hour of which the meeting was called, and a quorum is present, the Mayor shall take the chair and call the meeting to order.
17. In a case where the Mayor is not in attendance within fifteen (15) minutes after the hour of which the meeting was called, and a quorum is present, the Deputy Mayor shall call the meeting to order.
18. If a quorum is not present within thirty (30) minutes after the time fixed for the meeting, the CAO shall record the names of the members present and the meeting shall stand adjourned until the next meeting;
19. Recordings: Council or Council committee meetings may not be filmed or voice-recorded.

20. Other Recordings: Any other person may not use a mechanical or electronic recording device at a public Council or Council Committee Meeting or a Public Hearing. All such devices must be removed from the meeting room.
21. Recording Devices: No concealed electronic recording devices, including but not limited to cellular telephones, are permitted at any meetings.

Conduct of Meetings

22. Each member or delegate, as the case may be, shall address the chair but shall not speak until recognized by the chair.
23. The presiding officer with the approval by resolution of the members, may authorize a person in the public gallery to address members only on the topic being discussed at that time and within the time limits specified by the presiding officer.
24. A resolution does not require a seconder.
25. A resolution may be withdrawn at any time before voting subject to no objection from any member, as the case may be.
26. The following resolutions are not debatable by members:
 - a) adjournment
 - b) to take a recess
 - c) question of privilege
 - d) point of order
 - e) to limit debate on a matter before members
 - f) on division of a question
 - g) postpone the matter to a time certain
 - h) to table the matter
27. The Mayor or presiding officer may enter into any debate and make resolutions in the same manner as any member without relinquishing the chair.
28. Where an item has been brought before Council, the same item cannot be tabled more than three times.
29. Where a matter or issue has been brought before Council, the same matter or issue cannot be heard more than three times unless there is new information be presented about the issue or matter.
30. Where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the presiding chair so directs.

Municipal Government Act RSA 2000 Chapter M-26
Part 5 Section 145, 199

31. Whenever the presiding officer is of the opinion that a motion is contrary to the rules and privileges of Council, he/she shall inform the member thereof immediately, before putting the question, and shall cite his reasons applicable to the case without argument or comment.
32. The Mayor or presiding officer shall preserve order and decorum and shall decide questions or order, subject to an appeal to the Council by resolution. Decisions of the presiding officer shall be final unless reversed or altered by a majority vote of members present.
33. In all cases not provided for in the proceedings of the Council, a two-thirds majority of Council shall determine to uphold the ruling of the presiding officer or not as the case may be.
34. When a motion has been made and is being considered by Council no other motion may be made and accepted, except:
 - a) a motion to refer the main question to some other person or group for consideration
 - b) a motion to amend the main question
 - c) a motion to table the main question
 - d) a motion to postpone the main question to some future time
 - e) a motion to adjourn the meeting, provided that a motion to table shall not be debated except as to the time when the matter will again be considered.
35. After any question is finally put by the Mayor or other presiding officer no member shall speak to the question, nor shall any other motion be made until after the result of the vote has been declared. The decision of the Mayor or the presiding officer as to whether the question has been finally put shall be conclusive.
36. Any member of the Council can call for a recorded vote, the names of those who vote for and those who vote against the motion shall be entered in the minutes. A request for a recorded vote must precede the voting on a motion.
37. Voting on all matters shall be done by raising of the hand in such a clear manner that they may be easily counted by the presiding officer. Where applicable, such as in an electronic meeting, verbal confirmation of Member votes shall be offered at the prompt of the Chair; in such cases votes in-favour shall be called out as "aye," and votes in opposition to the motion shall be called out as "nay."
38. Council may adjourn from time to time to a fixed future date any regular or special meeting of Council that has been duly convened but not terminated. The object of adjourning is to finish the business that the meeting was called to transact in the first place, but which has not been completed.

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39. A formal motion will be made to go to a "Closed Meeting" session, identifying Division 2 Parts 16 to 29 (Exceptions to Disclosure) of the Freedom of Information and Privacy Act. Confidential items can include items under Division 2 Parts 16 to 29 of the Freedom of Information and Privacy Act and as identified within the Municipal Government Act under Section 197, as confidential items of discussion between Council, Administration and invited persons. When a meeting is closed to the public, no resolution or bylaw may be passed at the meeting, except a resolution to revert to a meeting of a council or council committee held in public. No minutes, notes, or recordings of the discussions will take place and any printed reports provided to Council will be retrieved by the CAO. After the closed meeting discussions are completed, any members of the public who are present outside the meeting room must be notified that the rest of the meeting is now open to the public, and a reasonable amount of time must be given for those members of the public to return to the meeting before it continues. Where a council or council committee closes all or part of a meeting to the public, the council or council committee may allow one or more other persons to attend, as it considers appropriate, and the minutes of the meeting must record the names of those persons and the reasons for allowing them to attend.

Delegations

40. A person or a representative of any delegation or group of persons who wish to bring any matter to the attention of Council, or who wish to have any matter considered by Council shall address a letter or other written communication to the Council outlining the subject to be discussed. The letter shall be signed by the correct name of the writer; the address of the writer, the phone number of the writer and, if available, the email address of the writer and delivered or mailed to the CAO. The letter must arrive by 1:00 p.m. on a business day at least five (5) days immediately preceding the meeting at which it is to be presented. If the person wishes to appear before Council on the matter it shall be stated in the letter.
41. Delegates shall be granted a maximum of fifteen (15) minutes to present the matter outlined in the letter. Where the presiding officer determines that additional time shall be granted to a delegation the length of the extension shall be specified and the presiding officer may limit the time. The number of times that a member or delegate may speak on the same question or resolution is three (3) times, having due regard to the importance of the matter.
42. Delegations that have not submitted a letter in accordance with section 41 may be granted a brief opportunity to outline the matter they wish to present to Council, and following that outline, the presiding officer and members shall determine if the delegation is to be granted time under section 42 to present the matter outlined.

43. Members of the public who constitute the gallery in the Council Chambers during a Council meeting may not address Council without permission of the Council, shall maintain order and quiet, and shall not applaud or otherwise interrupt any speech or action of members of Council. Should the behavior of a member or members of the gallery become unruly, they shall be required to leave the meeting immediately.
44. Council shall hear all delegations that have brought their items of business onto the agenda in the order in which they are placed on the agenda or the order may be changed by a majority vote of members present. All rules of Council in this Bylaw shall apply to each and every member of the delegation. Delegations shall have fifteen (15) minutes for presentation.

Provision for Attendance and Participation by Electronic Means

45. In accordance with the provisions of Section 199 of the Municipal Government Act, Council herein provides that meetings of council, including committee meetings and public hearings, may be conducted by Electronic Means, when deemed necessary to do so for the effective and expedient governance of the municipality and engagement with the public, at the discretion of Council.
- a) In exercising its discretion, Council may provide for the following meetings inclusive of Electronic Means:
 - i. A full virtual meeting, by which all parties that are, or may wish to be, participating in the meeting shall have a common point of access to the virtual meeting through approved electronic means; or,
 - ii. A hybrid virtual meeting, at which some of the participants may be authorized to participate through approved electronic means. The availability of a hybrid virtual meeting does not create an obligation, nor does it restrict the ability, to provide virtual access to the general public as in the hybrid model the council chamber remains an effective point of access for the general public.
 - b) In exercising its discretion, Council shall prioritize the use of hybrid, rather than full, virtual meetings such that where possible the use of electronic means is limited to use by those active parties in the meeting, including councillors, administration and formal delegations who cannot be in physical attendance.
 - c) In all cases, Electronic Means shall be used only when and where the location of remote access is able to support its use. The ability to access remotely is not a guarantee that access will be assured or that business will be detained for input by those with an intermittent connection.

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Municipal Government Act RSA 2000 Chapter M-26
Part 5 Section 145, 199

- d) A Councillor shall be deemed present for the meeting for the duration of the meeting, in all or in portions, for which their connection is active.
 - e) The Presiding Officer shall, on the Call to Order of the meeting, declare to the meeting that there is, or may be, participation by Electronic Means, and shall ask the recording secretary to confirm any virtual attendees by seeking confirmation of:
 - i. Those voting members or councillors present;
 - ii. Those administration present;
 - iii. Those delegations that may be present; and
 - iv. The general count of those public present.
46. In providing for Electronic Means, the Council authorizes the following electronic means for virtual participation in meetings:
- a) Telephone participation, both traditional landline and cellular mobile participation;
 - b) Personal or Work Computer or Tablet, via virtual participation applications or programs initiated by the municipality;
 - c) Other means as may become commonly accepted and deemed safe by the municipality as technology advances.
 - d) The access codes or numbers for participating electronically shall be distributed along with the agenda of the meeting in the same manner by which the agenda is circulated (email, website, and/or contained on the physical copy of the agenda).
47. In participating by Electronic Means, a Councillor shall be required to make their presence known in accordance with the following:
- a) On initially joining the meeting, shall declare their full name to the acknowledgement of the Chair of the meeting, and if possible confirm their participation by live video display.
 - b) When participating making a motion, or participating in debate, the virtually attending member shall verbally request the floor from the Chair, and may be assisted in garnering the attention of the Chair by the moderator or recoding secretary or other administrative officer present in the meeting.
 - c) When speaking, and when voting on matters, the virtually attending member should, when feasible pending service connection, turn their live display video on.

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- d) In voting on a matter, the virtually attending party, or parties, shall be called on by the Chair to give their vote verbally, one at a time, following the call of the question and voting by those parties that may be attending the meeting physically.
- e) If the matter being voted on is a question requiring a secret ballot, the virtually attending party, or parties, shall be permitted to either email or text message their ballot to the Chief Administrative Officer, or Designated Officer or Clerk, and have it received and counted as in the normal fashion. In exercising this option, virtually attending members shall be permitted not more than 5 minutes from the time voting is declared "open" by the Chair to submit their vote; late receipts will not be accepted and shall be deemed an absent vote.
- f) When a council member or other participant is included in a Closed Session meeting and participating by Electronic Means, the virtually attending member shall be asked to verbally confirm to the Chief Administrative Officer, or designate, that they are attending the Closed Session alone.

48. When making access by Electronic Means available to the general public:

- a) The access codes and numbers for the approved Electronic Means shall be contained within the meeting notice and agenda for the meeting and distributed by the same means used to circulate the notice of meeting and agenda.
- b) Except where public participation is expressly allowed, such as a public hearing, public participants shall be muted and may be disconnected from the meeting by the moderator of the meeting for disruptions due to noise, unauthorized comment or any disruptions which hampers the effective conduct of the meeting, at the discretion of the Chair.
- c) Where public participation does involve receiving comment from the public, such as in a public hearing or open gallery provision, comments will be received verbally in a manner of order determined by the Chief Administrative Officer based first on requests to speak received before the meeting, concurrently during the meeting (for example in the "chat box" of the electronic means platform, and then finally any last comments arising from the floor. The conduct of these comments shall be respectful and follow the same decorum and process as if made in physical attendance.

on to Recess

49. The Chair, without a Motion, may Recess the meeting for a specific period of no more than ten (10) minutes.

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50. Any Councillor may move that Council Recess for a specific period.
51. After the Recess, business will be resumed at the point where it was interrupted.
52. A Recess will follow a motion to go into closed session and a Recess will precede a motion to come out of closed session.

Rules of Order

53. Any matter of meeting conduct which is not herein provided for shall be determined in accordance with "Roberts Rules of Order."

Agenda and Order of Business

54. Prior to each meeting, the CAO shall prepare a statement of the order of business to be known as the "Agenda" of all matters to be brought before Council. To enable the CAO to do so, all documents and notice of delegation, intended to be submitted to the Council, shall be received by the CAO not later than 1:00 p.m. on a business day at least five (5) days before the meeting.
55. The CAO shall place at the disposal of each member a copy of the agenda and all supporting materials not later than 4:30 p.m. two (2) days before the meeting.
56. Where the deadlines in section 54 and 55 are not met, the agenda and support materials shall be deemed to be acceptable when the agenda is adopted at the meeting.
57. The business intended to be dealt with shall be stated in the agenda in the following order where applicable:
 1. Call to Order
 2. Land Acknowledgement
 3. Agenda Adoption
 4. Minutes Adoption
 5. Appointments
 6. Bylaws/Policies
 7. Business
 8. Financial
 9. Council Reports
 10. Administration Reports
 11. Information & Correspondence
 12. Closed Meeting
 13. Next Meeting Date
 14. Adjournment

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58. The order of business established in section 57 shall apply unless altered by the presiding officer with no objection from members, or otherwise determined by a majority vote of the members present, and the vote upon a matter of priority of business shall be decided without debate.
59. Standing Committees of Council shall be established and governed by policy or bylaw approved by Council. Where appropriate authority is delegated to a Standing Committee, such committee and its mandate shall be established by bylaw.

Recording of the Minutes

60. The CAO may delegate any duties to a recording secretary but shall accept all responsibilities of the duties.
61. If a member of Council arrives late, leaves before the meeting is adjourned, or is temporarily absent from the meeting, it shall be so recorded in the minutes.
62. After each meeting, the CAO shall prepare a statement of what was done at the meeting which will be known as the "Minutes" of the meeting. The minutes will be the written record of the proceedings of the meeting and will be a record of what was done at the meeting, and not what was said at the meeting.

Bylaws

63. Where a bylaw is presented to Council for enactment, the CAO shall cause the number and the short title of the bylaw to appear on the Agenda in the appropriate place.
64. Every bylaw shall have three separate and distinct readings.
65. After a member has made the motion for the second reading of the bylaw Council may:
 - a) debate the substance of the bylaw; and
 - b) propose and consider amendments to the bylaw.
66. A proposed amendment shall be put to a vote and if carried shall be considered as having been read a first time and incorporated in the bylaw.
67. Unless the members present at a meeting unanimously agree that a bylaw may be presented to Council for a third reading at the same meeting at which it has received two readings, the bylaw shall not be given more than two readings at one meeting.

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68. Where required by provincial statute, a bylaw shall be advertised or submitted to the electorate for voting as set out in the relevant statutes.
69. Bylaws shall not be repealed, amended or suspended, except so far as the terms thereof themselves permit, unless it is repealed, amended or suspended by:
- a) a Bylaw unanimously passed at a regular or special meeting of the Council at which all members thereof are present; or
 - b) a Bylaw passed at a regular meeting of Council, pursuant to a notice in writing given and openly announced at the preceding meeting of the Council and setting out the terms of the substantial effect of the proposed Bylaw.

Website

70. The Regular Council Meeting agenda will be posted on the Summer Village website prior to the Council meeting after it is prepared and distributed to Council.
71. Special Council Meeting agendas will be posted on the Summer Village website prior to the Special Council Meeting after it is prepared and distributed to Council.
72. Unapproved meeting minutes are to be posted on the Summer Village website within seven (7) business days of the meeting.
73. Approved minutes are to be posted on the Summer Village website within seven (7) business days of the meeting.
74. Other items will be posted on the Summer Village website as directed by the CAO or designate.

This Bylaw repeals Bylaw #2023-8 and comes into full force and effect upon third and final reading.

READ a first time this _____ day of _____, 2024.

READ a second time this _____ day of _____, 2024.

UNANIMOUS CONSENT to proceed to third reading this _____ day of _____, 2024.

READ a third and final time this _____ day of _____, 2024.

SIGNED this _____ day of _____, 2024.

Mayor, Keith Pederson

Chief Administrative Officer, Dwight Moskalyk

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SUMMER VILLAGE OF NAKAMUN PARK
APPENDIX A

Municipal Government Act Division 3
Duties, Titles and Oaths of Councillors

General duties of Councillors
153

Councillors have the following duties:

- (a) to consider the welfare and interests of the municipality as a whole and to bring to council's attention anything that would promote the welfare or interests of the municipality;
- (a.1) to promote an integrated and strategic approach to intermunicipal land use planning and service delivery with neighbouring municipalities;
- (b) to participate generally in developing and evaluating the policies and programs of the municipality;
- (c) to participate in council meetings and council committee meetings and meetings of other bodies to which they are appointed by the council;
- (d) to obtain information about the operation or administration of the municipality from the chief administrative officer or a person designated by the chief administrative officer;
- (e) to keep in confidence matters discussed in private at a council or council committee meeting until discussed at a meeting held in public;
- (e.1) to adhere to the code of conduct established by the council under section 146.1(1);
- (f) to perform any other duty or function imposed on Councillors by this or any other enactment or by the council.

SUMMER VILLAGE OF NAKAMUN PARK
APPENDIX B

Municipal Government Act Division 3
Duties, Titles and Oaths of Councillors

General duties of chief elected official
154

- (1) A chief elected official, in addition to performing the duties of a Councillor, must
 - (a) preside when in attendance at a Council meeting unless a bylaw provides that another Councillor or other person is to preside, and
 - (b) perform any other duty imposed on a chief elected official by this or any other enactment or bylaw.
- (2) The chief elected official is a member of all Council committees and all bodies to which Council has the right to appoint members under this Act, unless the Council provides otherwise.
- (3) Despite subsection (2), the chief elected official may be a member of a board, commission, subdivision authority or development authority established under Part 17 only if the chief elected official is appointed in the chief elected official's personal name.

1994 cM-26.1 s154;1995 c24 s21

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SUMMER VILLAGE OF NAKAMUN PARK
APPENDIX C

Public Hearing Procedure

Policy

Council may adopt a procedure for statutory public hearings.

Council shall abide by the underlying principles for statutory public hearings. The process will adhere as closely to the procedures outlined as possible although Council may adjust the process in order to accommodate a smooth flow of the proceedings provided that there is adherence to the underlying principles.

Council may follow this process for those non-statutory public hearings on issues that Council determines would benefit from public input.

Public Hearing Principles:

These principles shall apply only to the process for bylaws or resolutions that require a public hearing or that Council determines would benefit from a public hearing, and not to other bylaws or resolutions:

1. Council shall hear any person, group of persons, or persons representing them, who claims to be affected by a proposed bylaw or resolution and who has complied with the procedures outlined by Council.
2. Council, by majority vote, may decide to hear from any person other than those outlined in principle number 1.
3. The public hearing shall be held at a regular or special meeting of Council.
4. The public hearing shall be held before second reading of a bylaw or before Council votes on a resolution.
5. After the public hearing, Council may pass the bylaw or resolution, or make any amendments that it considers necessary.
6. If Council determines that the amendments to a bylaw or resolution that requires a statutory public hearing have changed the intent of the bylaw, Council shall re-advertise the public hearing, and commence with first reading of the bylaw again.

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Public Hearing Procedures

Definitions

1. "Chairman" refers to the Presiding Officer officiating the Public Hearing
2. "Secretary" refers to the CAO or his/her designate

SUMMER VILLAGE OF NAKAMUN PARK PUBLIC HEARING

Date Time

Bylaw #

INTRODUCTION & PROCEDURES

- 1 (Chairman) "The following Public Hearing is held pursuant to the Municipal Government Act"
- 2 (Chairman) "The following rules of conduct will be followed during the Public Hearing:"
Presentation should be brief and to the point
The order of presentation shall be
 - o Entry of written submission
 - o Comments from the ****
 - o Those supporting the Bylaw
 - o Those opposing the Bylaw
 - o Any other person deemed to be affected by the BylawThe Public Hearing purpose is "to receive comments from any interested parties on the proposed Bylaws"

"I hereby declare the Public Hearing relating to Bylaw **** open"

- 3 (Secretary) "The purpose of Bylaw **** is to amend ***.

First Reading was given to Bylaw **** on (insert date) •

Notice of this Public Hearing was advertised on the website, on the (insert various method of advertising) in the week of (insert date)

The following written comments have been received to (insert date)

- 4 (Chairman) "Are there any late written submissions relating to the Bylaw?"
(Note: If there are any, the secretary to read letter into record)
"Comments from the **** Department"

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"Is there anyone who supports the Bylaw and wishes to speak?" "Is there anyone who opposes the Bylaw and wishes to speak?"

"Is there anyone deemed to be affected by the Bylaw and wishes to speak?"

- 5 (Chairman) "Are there any further comments from the **** Dept."
- 6 (Chairman) "Do the Councilors have any further questions"
- 7 (Chairman) "If not, I hereby declare this Public Hearing relating to Bylaw **** be closed and will adjourn this Public Hearing.

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Summer Village of Nakamun Park Request For Decision - (RFD) 2024-36

Meeting:	Regular Council
Meeting Date:	July 16, 2024
Originated By:	Dwight Moskalyk, Chief Administrative Officer
Title:	Annual Information Meeting (2024) Planning and Agenda Discussion
Agenda Item Number:	6(c) – Regular Meeting Business

BACKGROUND/PROPOSAL:

The AIM has been set for July 20th, 2024 10:00am, at Ted MacDonald Park (weather permitting).

As per our normal process, we take some time at the council meeting prior to the AIM to review the to-dos and set the agenda topics for the day. The purpose of this business item is simply to facilitate that discussion.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Council has previously submitted some suggestions for discussion topics:

- Fire bans info, including reminder of no fireworks
- Wild Water station
- Weed harvester update
- Plan for reserves
- Fire service, with Onoway leaving
- Reminders of activities - hot dog lunch, Trick or Treat, Music in the park

We have also spoken with the Emergency Management team (Janice and Marlene) and they are available to give a brief presentation on the concept and how it applies to municipalities and regional stakeholders.

We may get some questions on the recent AirBnB letter that went out, and more generally some questions about the plan for the fall LUB open house (which we have not yet finalized in council for date/location/engagement opportunities etc.) or other development and enforcement matters.

COSTS/SOURCE OF FUNDING (if applicable):

N/A

RECOMMENDED ACTION:

1. That Council accept the discussion on the 2024 AIM as information and approve the draft agenda for the 2024 AIM as discussed.

Initials show support – Reviewed By:

CAO: *D. Moskalyk*

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Cert # 122

Canadian Head Office
120 Bremner Blvd., Suite 2200
Toronto, Ontario M5J 0A8

VOLUNTEER ACCIDENT POLICY ON DUTY COVERAGE

ELIGIBILITY AND CLASSIFICATION

Option	Principal Sum	Weekly Accident		Accidental		Cost Per person/yr
		Total	# of Weeks	Medical	Dental	
On Duty	\$50,000	\$200.00	52	\$1,000	NA	\$250.00

In consideration of the payment of additional **\$250.00**, this certificate is effective from
June 21, 2024 to January 1, 2025.

Aggregate Limit of Liability \$500,000.00 per Accident

Name of Insured and Address

Summer Village of Nakamun Park

For the purpose of this certificate, Insured Persons who are under the age of Eighty (80) who are volunteers of the Policyholder and for which Certificate of Insurance has been issued and is on file with the Company and Policyholder. Premium submitted to the Company dictates class chosen.

Attached to and forming a part of Policy Number VFP 9135201

Authorized Representative:

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Box 8,
Alberta Beach, AB T0E 0A0
Phone: 780-967-0271
Fax: 780-967-0431
Email:
svsouthview@outlook.com

June 28, 2024

Attention: Mayor Kwasny and Town of Onoway Council
Delivered via email: cao@onoway.ca

Re: Meeting Cancellations and Fire Hall Closures

Dear Mayor Kwasny and Town of Onoway Council,

As a member of the Onoway Regional Fire Services (ORFS), the Summer Village of South View would like to express our ongoing disappointment and concern regarding decisions and communications by the Fire Services Administration and Town Council. These concerns were first addressed in correspondence from a number of members of ORFS, dated February 29, 2024. We had hoped that improvements would be made, however, recent decisions and their lack of communication have shown otherwise.

At the April 3, 2024 all-member ORFS meeting, a meeting date of June 18, 2024 was set by the membership to discuss the state of ORFS including the orderly wrap up and transition of the current administration and fire service, as a result of Onoway prematurely ending the contract. On June 13, 2024 we received an email from the Town that the meeting was cancelled as per a Town of Onoway Council Resolution. We do not understand how the Town of Onoway Council can cancel a meeting that was NOT set by the Town of Onoway and was scheduled to address Administration concerns caused by Onoway Council withdrawing from the contract prior to its natural end-date. The inability of Onoway to separate its administration from the administration of ORFS has been a concern over the past year and we request that you keep this in mind moving forward until the end of the contract. We require a meeting to be scheduled for the purpose of discussing the orderly wrap up and transition of ORFS.

Also of great concern to us is the fact that the Town planned infrastructure work that caused the temporary closure of the fire hall without ANY notice to the ORFS membership. To date, South View has learned about this through other sources, and has still not formally been made aware of this closure. Our contract with the Town, section 4.1, states "The Town shall provide the Fire Services with 24 hour on-call, stand-by fire, rescue and medical first response service, based out of two (2) fire hall locations...". We understand the need for infrastructure improvements and the reason that the hall was closed. However, as a member of ORFS, we are impacted by this and should have been informed of the closure and what steps had been taken to ensure continuity of service. Please keep this in mind moving forward.

South View is hopeful that ORFS Administration is more communicative with the ORFS membership for the remainder of the contract and that the Town understands the importance of separating Town of

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Onoway Administration from ORFS Administration moving forward. Further, we would like to stress that ORFS Administration is responsible to the Fire Executive and ORFS membership, NOT Town of Onoway Council.

Sincerely,

Sandi Benford
Sandi Benford
Mayor

CC: Onoway Regional Fire Services Membership

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MINISTERIAL ORDER NO. MAG:011/24

I, Ric McIver, Minister of Municipal Affairs, pursuant to Section 359.4 of the *Municipal Government Act (MGA)*, make the following order:

The amounts of the requisitions payable under Section 326(1)(a)(vi) of the *MGA* by the municipalities listed in the attached Appendices are cancelled or reduced by the amounts set out in the following:

- Appendix A, 2024 Designated Industrial Requisition Credit Requests, for the 2018, 2019, 2020, 2021, 2022, and 2023 taxation years;
- Appendix B, 2024 Designated Industrial Property Tax Requisition Under \$1,000 Cancellations, for the 2024 taxation year; and
- Appendix C, Designated Industrial Requisition Supplementary Adjustments to Under \$1,000 Requisitions, for the 2023 taxation year.

Dated at Edmonton, Alberta, this 24 day of June, 2024.


Ric McIver
Minister of Municipal Affairs

Appendix B to Ministerial Order MAG:011/24

2024 Designated Industrial Property Tax Requisition Under \$1,000 Cancellations				
Desc	Municipality	2023AY Assessment	2024 DI Tax Rate	2024 DI Property Requisition
VILG	Village of Ryley	2,749,040	0.0765	\$210.30
VILG	Village of Standard	789,720	0.0765	\$60.41
VILG	Village of Stirling	1,711,380	0.0765	\$130.92
VILG	Village of Veteran	704,410	0.0765	\$53.89
VILG	Village of Vilna	900,170	0.0765	\$68.86
VILG	Village of Warburg	1,590,760	0.0765	\$121.69
VILG	Village of Warner	533,020	0.0765	40.78
VILG	Village of Waskatenau	582,180	0.0765	\$44.54
VILG	Village of Youngstown	516,870	0.0765	\$39.54
VILG	Village of Barnwell	1,054,770	0.0765	\$80.69
SVIL	Summer Village of Argentia Beach	331,580	0.0765	\$25.37
SVIL	Summer Village of Betula Beach	59,850	0.0765	\$4.58
SVIL	Summer Village of Birchcliff	580,390	0.0765	\$44.40
SVIL	Summer Village of Bonnyville Beach	183,370	0.0765	\$14.03
SVIL	Summer Village of Castle Island	17,380	0.0765	\$1.33
SVIL	Summer Village of Crystal Springs	335,280	0.0765	\$25.65
SVIL	Summer Village of Ghost Lake	70,420	0.0765	\$5.39
SVIL	Summer Village of Golden Days	626,860	0.0765	\$47.95
SVIL	Summer Village of Grandview	305,610	0.0765	\$23.38
SVIL	Summer Village of Gull Lake	241,030	0.0765	\$18.44
SVIL	Summer Village of Island Lake	503,700	0.0765	\$38.53
SVIL	Summer Village of Itaska Beach	160,410	0.0765	\$12.27
SVIL	Summer Village of Kapasiwin	86,750	0.0765	\$6.64
SVIL	Summer Village of Lakeview	72,930	0.0765	\$5.58
SVIL	Summer Village of Ma-Me-O Beach	520,690	0.0765	\$39.83
SVIL	Summer Village of Nakamun Park	159,260	0.0765	\$12.18
SVIL	Summer Village of Norglenwold	634,340	0.0765	\$48.53
SVIL	Summer Village of Point Alison	80,180	0.0765	\$6.13
SVIL	Summer Village of Poplar Bay	411,030	0.0765	\$31.44
SVIL	Summer Village of Rochon Sands	380,970	0.0765	\$29.14
SVIL	Summer Village of Ross Haven	233,730	0.0765	\$17.88
SVIL	Summer Village of Sandy Beach	248,170	0.0765	\$18.99
SVIL	Summer Village of Seba Beach	832,420	0.0765	\$63.68
SVIL	Summer Village of Silver Beach	209,800	0.0765	\$16.05
SVIL	Summer Village of Silver Sands	426,160	0.0765	\$32.60
SVIL	Summer Village of South View	138,100	0.0765	\$10.56

Classification: Public

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Town of Mayerthorpe

Report Title : NAKAMUN TOTAL CONTRACT HRS

Report Range

Start: 2024/06/01 0000

End: 2024/06/30 2359

Man Hour Report by User

TOWN OF MAYERTHORPE

KASAMBA, GERVAIS

Event start: 2024/06/02 1000 Event end: 2024/06/02 1130 Time: (90) Minutes

Address: SUMMER VILLAGE

Activity Type: GENERAL PATROL

Total Time on Call for this Event : 1 Hours 30 Minutes

Event start: 2024/06/14 1000 Event end: 2024/06/14 1130 Time: (90) Minutes

Address: SUMMER VILLAGE

Activity Type: GENERAL PATROL

Total Time on Call for this Event : 1 Hours 30 Minutes

Event start: 2024/06/21 0930 Event end: 2024/06/21 1100 Time: (90) Minutes

Address: SUMMER VILLAGE

Activity Type: GENERAL PATROL

Total Time on Call for this Event : 1 Hours 30 Minutes

Event start: 2024/06/26 1400 Event end: 2024/06/26 1430 Time: (30) Minutes

Address: SUMMER VILLAGE

Activity Type: GENERAL PATROL

Total Time on Call for this Event : 0 Hours 30 Minutes

Event start: 2024/06/27 1000 Event end: 2024/06/27 1130 Time: (90) Minutes

Address: SUMMER VILLAGE

Activity Type: GENERAL PATROL

Total Time on Call for this Event : 1 Hours 30 Minutes

KASAMBA, GERVAIS : Total Time On Calls 6 Hours 30 Minutes

Total Group Time: 6 Hours 30 Minutes

59

Town of Mayerthorpe

Report Title : NAKAMUN TOTAL CONTRACT HRS

Report Range

Start: 2024/06/01 0000

End: 2024/06/30 2359

Man Hour Report by User

All Officers: Total Time On Calls

6 Hours

30 Minutes

60