

THE SUMMER VILLAGE OF SUNDANCE BEACH

A Bylaw of The Summer Village of Sundance Beach in The Province of Alberta to Allow a Rural Gas Co-operative Association to Extend a Natural Gas Distribution System Within the Corporate Limits of the Summer Village.

WHEREAS, Section 287(1) of the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta, 1980, and amendments thereto, provides that where a rural gas co-operative association whose franchise area extends into a municipality, the Council of that municipality may provide consent to allow the said rural gas co-operative association to carry in, on, through, over or under any highway or public street, lane and or passage within that municipality, any pipes, wires, poles or equipment; and

WHEREAS The Summer Village of Sundance Beach is desirous of having a natural gas utility service available to the Summer Village residents; and

WHEREAS Buck Mountain Gas Co-op Limited., a rural gas co-operative association as defined in the Rural Gas Act, being Chapter R-19, R.S.A., 1980, and amendments thereto, is desirous of installing natural gas and facilities in the Summer Village for the provision of natural gas to residents of the Summer Village;

NOW THEREFORE, by virtue of the powers vested in it, the Council of The Summer Village of Sundance Beach in the Province of Alberta, duly assembled, enacts as follows:

THAT The Summer Village of Sundance Beach enter into an Agreement, attached hereto as Exhibit "A", with Buck Mountain Gas Co-op Limited giving consent to allow Buck Mountain Gas Co-op Limited to use highways, streets, lanes, roads or passages under the control and management of the Summer Village to install a natural gas facility in accordance with the terms and conditions of the Agreement attached hereto.

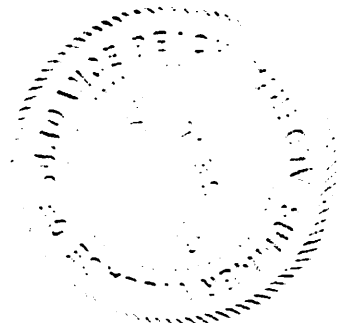
READ a first time this 23 day of August, A.D.1983.

READ a second time this 23 day of August, A.D., 1983.

READ a third time and finally passed this 23 day of August, A.D.1983.

John J. Turgon  
John J. Turgon - Mayor

K.D. Armstrong  
K.D. Armstrong - Municipal Administrator



THIS AGREEMENT made this 23rd day of August, 1988.

BETWEEN:

THE SUMMER VILLAGE OF SUNDANCE BEACH  
a Municipal Corporation in  
the Province of Alberta  
(hereinafter called the "Summer Village")

OF THE FIRST PART

and

BUCK MOUNTAIN GAS CO-OP LTD.  
a rural gas co-operative association  
as defined in the Rural Gas Act  
(hereinafter called the "Co-op")

OF THE SECOND PART

WHEREAS the Summer Village is desirous of having a natural gas utility service available to the Summer Village residents and has consented to have the Co-op instal lines and facilities for the distribution of natural gas within the streets vested in the Summer Village;

AND WHEREAS the Co-op is desirous of installing natural gas lines and facilities in the Summer Village for the provision of natural gas to residents of the Summer Village;

AND WHEREAS Section 287 of the Municipal Government Act R.S.A. 1980 c. M-26 permits a council of a municipal corporation to grant a license to a rural gas utility to install facilities within the municipal rights of way;

AND WHEREAS the Co-op is governed by the Rural Gas Act R.S.A. 1980 c. R-19 and has received a franchise to operate a natural gas service to an area which includes the Summer Village, and all other necessary consents and approvals to the construction of such natural gas service;

AND WHEREAS the franchise to operate such natural gas service is approved by the Department of Utilities and Telephones as required by Section 11 of the Rural Gas Act;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and mutual and other covenants set forth, the parties hereto covenant and agree as follows:

1. (1) The Summer Village for purposes of permitting the Co-op to supply natural gas to the Summer Village, hereby grants unto the Co-op a licence to occupy, for a period of fifteen (15) years from the date hereof, portions of the sub surface of such public roadways in the Summer Village from time to time determined by the

parties hereto to be necessary for the provision of natural gas to the Summer Village ("the Summer Village Roads").

(2) The roadways in which such natural gas lines are to be laid are shown on the drawings of Metropolitan Engineering Consultants Ltd. identified as drawings 1781-302 and 1781-303, provided that the portion of twenty five (25) mm pipe to run between Elm Road and the Park in Lot P may require relocation to run along the north boundary of Lakeshore Drive between Elm Road and Lot P, rather than in the road allowance for Vine Avenue, depending on the engineering requirements for construction of same.

(3) All pipelines are to be constructed strictly in accordance with the drawings from time to time approved by the Summer Village.

(4) The licence to occupy such lands shall include the right for the Co-op to break up, dig, trench, excavate in, upon, through, over or under any highway, street, lane, road, or park under the control or management of the Summer Village, such as shall be necessary for the Co-op to construct, maintain, replace or remove the pipeline and facilities incidental thereto.

2. (1) The Co-op in exercise of the privileges hereby granted to it shall take all necessary precautions to, and shall protect all existing and/or future utilities and other property whether privately or publicly owned, which is located in the said Summer Village Roads.

(2) The Co-op shall be solely liable for any injuries or damages sustained by the Summer Village or any person (including the owner of such facilities) which are the result, direct or indirect, or are in any manner attributable to interference or damages to the said utilities arising by reason of exercise of the privileges hereby granted.

(3) In the event of injury or damage to the said utilities, whether privately or publicly owned, the Co-op shall immediately notify the Summer Village, and if privately owned, the owner of the line, and the Summer Village or the owner of the line may thereupon enter the area for which the Co-op was granted the licence of occupation, for the purpose of effecting all necessary repairs to the said line, and the cost of repairs shall be payable upon demand by the Co-op.

3. The Co-op shall not unduly interfere with access upon the said Summer Village Roads, shall minimize interference to the roads during the construction of the natural gas pipelines, shall do as little damage as possible in the execution of the privileges hereby granted, shall restore the Summer Village Roads to the condition, as nearly as practicable, in which they existed prior to such works, and shall comply with all reasonable directions given by the Municipal Officer of the Summer Village in the course of any works undertaken by the Co-op.

4. Upon completion of the construction of the pipeline, the Co-op shall supply to the Summer Village a certificate of an independent professional engineer certifying that the pipeline has been laid in accordance with the terms and conditions hereof, together with "as built" plans showing the pipeline and its location as actually constructed.
5. Co-op shall protect, defend, reimburse, indemnify and hold harmless the Summer Village, its successors and assigns in respect of, from and against and be responsible for any and all costs, expenses, charges, claims, demands, losses and damages, whether consequential or otherwise and whether foreseeable or otherwise and all causes of action of every kind or nature made, incurred sustained, or initiated by any person, including the Summer Village or arising out of, incidental to or in connection with the exercise of the privileges hereby granted to the Co-op.
6. The Co-op shall maintain in full force and effect a public liability policy of insurance to such limits as may be approved by the Summer Village from time to time, being an amount sufficient to satisfy any and all claims, such approval not to be arbitrarily withheld and the Summer Village shall be given notice of the termination or any material change to such insurance policy. Such policy shall cover the Co-op in respect of any claim or demand of whatever kind which may be made against the Co-op by reason of any work being carried out by the Co-op under the provisions of this Agreement or in any way arising by reason of the existence or exercise of the privileges granted herein to the Co-op.
7. Upon the execution hereof, the Co-op shall deliver to the Summer Village for use by the Thorsby Rural Fire Protection Association, any and all equipment necessary to terminate the supply natural gas to all or any part of the system including without limitation equipment necessary to terminate the supply of natural gas at curb boxes and service valves.
8. Any communication or provision of documentation which may be required herein may be given by mailing same, postage prepaid, or delivering same to the Summer Village at the following address:

Summer Village of Sundance Beach  
 c/o K. D. Armstrong  
 Municipal Administrator  
 9322 - 73rd Avenue  
 Edmonton, Alberta  
 T6E 1A7

or to the Co-op at:

Buck Mountain Gas Co-op Ltd.  
 P.O. Box 209  
 Warburg, Alberta  
 T0C 2T0

and any such communication or document so mailed or delivered shall be deemed to have been received on the

date of delivery or if mailed, on the third (3rd) business day following the date on which it was mailed.

9. This Agreement shall be binding upon the heirs, successors and assigns respectively of the parties hereto.

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

THE SUMMER VILLAGE OF SUNDANCE BEACH

per: *John J. Tuzman*  
Mayor

per: *W. Armstrong*  
Municipal Administrator

BUCK MOUNTAIN GAS CO-OP LTD.

per: *B. Greenough*

per: *G. Lachy*

