

**BYLAW 31-2025**  
**ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT BYLAW**

The *Municipal Government Act*, RSA 2000, c M-26 (the "MGA") Sections 7, 8, 45 and 46 and the *Water, Gas and Electric Companies Act* Section 4 requires that Council consent to a company providing a utility service within a municipality, or within part of a municipality, by passing a bylaw granting that consent;

Council enacts:

**PART I – PURPOSE, DEFINITIONS, AND INTERPRETATION**

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| Purpose     | 1 The purpose of this Bylaw is to consent to the Franchise Agreement to exclusively permit FortisAlberta Inc. to provide Electric Distribution Services, or any similar utility service, within the Municipal Service Area and to prohibit any Person other than FortisAlberta Inc. from providing Electric Distribution Services, or any similar utility service, within the Municipal Service Area.  |
| Definitions | 2 In this bylaw: <ul style="list-style-type: none"><li>(a) "Chief Commissioner" means the chief administrative officer of the County, or delegate;</li><li>(b) "Council" means Strathcona County's council;</li><li>(c) "County" means the municipal corporation of Strathcona County, a specialized municipality established under the authority of the <i>Municipal Government Act</i>, RSA 2000, c M-26 and Order in Council 761/95;</li><li>(d) "Electric Distribution Service" has the meaning as set out in the <i>Electric Utilities Act</i>;</li><li>(e) "Electric Utilities Act" means the <i>Electric Utilities Act</i>, RSA. 2003, c. E-5.1, as may be amended from time to time;</li><li>(f) "Franchise Agreement" means the Electric Distribution System Franchise Agreement between Strathcona</li></ul> |

County and FortisAlberta Inc., a copy of which is attached hereto as Schedule A;

- (g) "Municipal Service Area" has the meaning given to such term in the Franchise Agreement (which area, for certainty, may be amended from time to time);
- (h) "Person" includes an individual, partnership, association, body corporate, trust, trustee, executor, administrator or legal representative, including, but not limited to, rural electrification associations or cooperatives; and
- (i) "Water, Gas and Electric Companies Act" means the *Water, Gas and Electric Companies Act*, RSA 2000 c. W-4, as may be amended from time to time.

#### Interpretation

- 3 The following rules apply to interpretation of this bylaw:
  - (a) headings, titles, and margin notes in this bylaw are for ease of reference only;
  - (b) gender-specific words, phrases, and references are intended to be gender-neutral, and the singular includes the plural as the context requires;
  - (c) every provision of this bylaw is independent of all other provisions and if any provision of this bylaw is declared invalid by a Court, all other provisions of this bylaw remain valid and enforceable; and
  - (d) references to bylaws and enactments in this bylaw include amendments and replacement bylaws and enactments, and regulations and orders thereunder.

### **PART II – GENERAL**

#### Approval of Franchise Agreement

- 4 The Franchise Agreement is hereby approved, confirmed and ratified by Council and is incorporated in, and made part of, this Bylaw.

Consent under Water, Gas and Electric Companies Act

5 Council consents pursuant to Section 4 of the Water, Gas and Electric Companies Act to the exercise by FortisAlberta Inc. within the Municipal Service Area of any powers given to FortisAlberta Inc. by the Water, Gas and Electric Companies Act.

Prohibiting Other Persons

6 Pursuant to Sections 45 and 46 of the MGA, for the duration of the Franchise Agreement, any Person other than FortisAlberta Inc. shall be prohibited from providing Electric Distribution Service, or any similar utility service, within the Municipal Service Area.

7 In the event that a Person not authorized by FortisAlberta Inc. to provide Electrical Distribution Services within the Municipal Service Area in accordance with this Bylaw, is providing such service, that Person shall immediately or as soon as reasonably possible cease providing such service in order to comply with this Bylaw, and in accordance with any applicable orders, rules or other requirements stipulated by the Alberta Utilities Commission.

8 If:

(a) an alteration of the boundaries of the Municipal Service Area, through annexation or otherwise, occurs after (or occurred prior to) the date that this Bylaw is passed and results in (or resulted in) the service area of any rural electrification association (as such term is defined in the Electric Utilities Act) extending into the Municipal Service Area; and

(b) the service area of such rural electrification association is subsequently altered by any decision, order, or approval of the Alberta Utilities Commission (or otherwise pursuant to applicable law) such that it no longer extends into the Municipal Service Area (any such alteration, a "Service Area Alteration");

then any consumers within the Municipal Service Area which are connected to, and take electric distribution service from, such rural electrification association must transfer to, connect to, and take Electric Distribution Service from, FortisAlberta Inc. no later than the one hundred and twentieth (120th) day following the date of such Service Area Alteration.

### **PART III – TRANSITIONAL AND REPEAL**

- Repeal                                      9    Bylaw 25-87 is repealed on the effective date of this bylaw.
- Effective Date                            10   This bylaw comes into effect on the later of January 1, 2026, or, once this bylaw has been signed and the AUC has granted approval for the Franchise Agreement.

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

THIRD READING: \_\_\_\_\_

SIGNED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DIRECTOR, LEGISLATIVE, LEGAL AND  
PROCUREMENT