

**MUNICIPALITY OF JASPER**  
**BYLAW #077**

**BEING A BYLAW OF THE MUNICIPALITY OF JASPER IN THE PROVINCE OF ALBERTA TO AUTHORIZE THE MAYOR AND MUNICIPAL MANAGER TO EXECUTE AN AGREEMENT WITH ATCO GAS AND PIPELINES LTD. TO RENEW AN AGREEMENT WITH, AND TO CONFER A FRANCHISE ON, ATCO GAS AND PIPELINES LTD. TO DELIVER NATURAL GAS TO CUSTOMERS WITHIN THE MUNICIPALITY OF JASPER.**

**WHEREAS** ATCO Gas and Pipelines Ltd. has requested a franchise be granted to provide natural gas services to customers within the Municipality of Jasper;

**AND WHEREAS** Council of the Municipality of Jasper has determined that such an agreement would be of benefit to the residents of the Municipality;

**NOW THEREFORE** the Council of the Municipality of Jasper in the Province of Alberta, duly assembled and having determined to issue a bylaw pursuant to the Municipal Government Act, R.S.A. 2000, Chapter M-26, Part 3, Division 3, Section 45-47, enacts:

**1. CITATION**

1.1 This Bylaw may be cited as the “Jasper ATCO Gas and Pipelines Ltd. Franchise Agreement Bylaw 2006.”

**2. DEFINITIONS**

2.1 In this bylaw:

2.1.1. “*Agreement*” shall mean the Natural Gas Distribution System Franchise Agreement, a copy of which is appended hereto and forms Schedule 1 of this bylaw;

2.1.2. “*Company*” and “*the Company*” shall mean ATCO Gas and Pipelines Ltd.;

2.1.3. “*Council*” shall mean the elected Council of the Municipality of Jasper;

2.1.4. “*Mayor*” shall mean the individual duly elected to that position for the Municipality of Jasper at any given time and includes any person authorized to act for and in the name of that individual; and

2.1.5. “*Municipal Manager*” shall mean the individual duly appointed to that position for the Municipality of Jasper at any given time and includes any person authorized to act for and in the name of that individual.

**3. FRANCHISE AGREEMENT**

- 3.1 The Mayor and the Municipal Manager are hereby authorized to enter into the Agreement between the Municipality and the Company to renew and confer a franchise on the Company to deliver natural gas services within the Municipality.

**4. SEVERANCE**

- 4.1 If any provision herein is adjudged by a Court of competent jurisdiction to be invalid for any reason, then that provision shall be severed from the remainder of this Bylaw and all other provisions of this Bylaw shall remain valid and enforceable.

**5. COMING INTO EFFECT**

- 5.1 This Bylaw shall come into force and effect on the final date of passing thereof.
- 5.2 The Agreement shall come into force and effect upon execution by the Municipality and the Company, and upon its approval by the Public Utilities Board of the Province of Alberta.

**GIVEN FIRST READING THIS 21<sup>st</sup> DAY OF FEBRUARY A.D., 2006**

**GIVEN SECOND READING THIS 18<sup>th</sup> DAY OF JULY A.D., 2006**

**GIVEN THIRD AND FINAL READING THIS 1<sup>st</sup> DAY OF AUGUST A.D., 2006**

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Mayor

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Municipal Manager