

Federation of Alberta Gas Co-op Ltd.
Zone 3 & 4 Agreement

This agreement made the ____ day of _____, 20____.

Among and Between:

**County of Two Hills #2
County of Vermilion River
Lac La Biche County
Smoky Lake County
Thorhild County
Town of Redwater
Town of Smoky Lake
Village of Boyle**

**Coronado Gas Co-op Ltd.
Goodfish Lake Gas Utility
Kehewin Cree Nation
Lac La Biche District Natural Gas Co-op Ltd.
Lamco Gas Co-op Ltd.
Minco Gas Co-op Ltd.
North East Gas Co-op Ltd.
Onion Lake Gas Utility**

WHEREAS the parties are all Natural Gas Co-operatives, Municipal Utilities, or First Nation Gas Systems that are members of the Federation of Alberta Gas Co-ops Ltd.; and

WHEREAS it is acknowledged by the parties that the service personnel and equipment of one party may not always be able or adequate to deal with an emergency situation that might arise within such party's franchise area; and

WHEREAS it is acknowledged by the parties that the service personnel and equipment of another party or parties may be able at various times to supply the required emergency assistance. A list of such personnel and equipment is attached hereto as schedule "A"; and

WHEREAS the parties acknowledge that it is desirable to enter into an agreement to formalize their rights and obligations concerning the provision of such emergency assistance.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, covenants and agreements herein contained, the parties covenant and agree with the other as follows:

1. That from the effective date of this Agreement, any party (hereinafter called the "Requesting Party") may request another party or parties (hereinafter called the "Supplying Party") to supply personnel and equipment to assist in resolving an emergency situation that has arisen in the Requesting Party's franchise area.
2. That the Supplying Party (Manager or duly authorized representative) shall have the exclusive option to accept or reject the appeal of the Requesting Party (Manager or duly authorized representative) to supply personnel and equipment to the Requesting Party.

Federation of Alberta Gas Co-op Ltd.
Zone 3 & 4 Agreement

3. That the manager of the Requesting Party (or his duly authorized representative) shall have the sole discretion to request such personnel and equipment from the Supplying Party.
4. That the manner of the Supplying Party (or his duly authorized representative) shall have the sole discretion to refuse to supply such personnel and equipment requested by the requesting party.
5. That it is acknowledged that occasions may arise when the Supplying Party may not have the personnel or equipment or be in a position to render emergency assistance to the Requesting Party and that when or if such occasions arise, the Requesting Party shall have no claim for damages or compensation arising out of failing or refusal of the Supplying Party to render such emergency assistance.
6. That the Supplying Party shall, within fifteen (15) working days following the rendering of such emergency assistance, provide the Requesting Party with an invoice concerning the supply of such emergency assistance.
7. That the Requesting Party shall forthwith, upon being invoiced by the Supplying Party, pay to the Supplying Party the costs for such emergency assistance.
8. That this agreement shall remain in force and in effect for a term of five (5) years from the effective date and shall thereafter continue on a year to year basis unless terminated upon thirty (30) days' notice by any hereto.

NOTE: Failure to provide successful operation & maintenance audit may result in termination from the zone 3 & 4 agreements

Federation of Alberta Gas Co-op Ltd.
Zone 3 & 4 Agreement

IN WITNESS WHEREOF the parties hereto have executed this agreement

Zone 3

County of Two Hills #21

Per: _____

Per: _____

County of Vermilion River

Per: _____

Per: _____

Lac La Biche County

Per: _____

Per: _____

Smoky Lake County

Per: _____

Per: _____

Thorhild County

Per: _____

Per: _____

Town of Redwater

Per: _____

Per: _____

Town of Smoky Lake

Per: _____

Per: _____

Village of Boyle

Per: _____

Per: _____

Federation of Alberta Gas Co-op Ltd.
Zone 3 & 4 Agreement

IN WITNESS WHEREOF the parties hereto have executed this agreement

Zone 4

Coronado Gas Co-op Ltd.

Per: _____

Per: _____

Goodfish Lake Gas Utility

Per: _____

Per: _____

Kehewin Cree Nation

Per: _____

Per: _____

Lac La Biche District Natural Gas Co-op Ltd.

Per: _____

Per: _____

Lamco Gas Co-op Ltd.

Per: _____

Per: _____

Minco Gas Co-op Ltd.

Per: _____

Per: _____

North East Gas Co-op Ltd.

Per: _____

Per: _____

Onion Lake Gas Utility

Per: _____

Per: _____

Federation of Alberta Gas Co-op Ltd.
Zone 3 & 4 Agreement

County of Vermilion River

Zone 3 | Louis Genest, Manager
Box 55 Kitscoty, Alberta T0B 2P0

T: (780) 846-2222 **E:** gasut@county24.com **W:** www.vermilion-river.com

Emergency Contact: Name/S: _____ / _____

Contact: _____ / _____

Equipment: