



AGENDA
TOWN OF TWO HILLS
Tuesday AUGUST 18th, 2026
6:30 P.M.

Regular Council Meeting

- 1) CALL TO ORDER
- 2) ADOPTION OF AGENDA
- 3) ADOPTION OF MINUTES
 - a) Minutes from the Council Meeting July 14, 2026
 - b) Minutes from the Committee of the Whole July 28th, 2026
- 4) DELEGATION
- 5) OPEN FORUM
- 6) ADMINISTRATIVE REPORTS
 - a) CAO Report
 - b) CFO Report
 - c) EDO Report
 - d) PW/ W/WW Report
- 7) CORRESPONDENCE
- 8) OLD BUSINESS
- 9) BYLAWS & POLICIES
 - a) Bylaw #2026-1074 Weed Amendment to 2023-1032 Community Standards Bylaw
 - b) Bylaw #2026-1075 Amendment to Special Tax for Medical Incentive Bylaw #2026-1065.
- 10) NEW BUSINESS
 - a) Two Hills Community Improvement Request - Power at Chomlak Park
 - b) PROCLMATION REQUEST - EDO Week Sept 14 to 18th
- 11) COUNCIL MEMBER REPORTS
 - a) Mayor M. Tarkowski
 - b) Deputy Mayor C. Dyck
 - c) Councillor H. Wall
- 12) NEXT MEETINGS - Regular Council Meeting Tuesday September 8th, 2026 at 6:30 pm
- 13) CLOSED SESSION
- 14) ADJOURNMENT

TOWN OF TWO HILLS
Minutes of the Regular Meeting of Council for the Town of Two Hills
held on July 14th, 2026, at 6:30 PM in Council Chambers



Regular Council Meeting

PRESENT Mayor M. Tarkowski; Deputy Mayor C. Dyck; Councillor M. Patel (via Zoom)
Councillor A. Hiebert; Councillor H. Wall; Interim CAO S. Lupul; PW T. Stefiuk; MC
C. Boyd and 2 Residents are present in the Gallery.

CALL TO ORDER Mayor M. Tarkowski, called the Regular Town Council Meeting to order at 6:30 PM.

ADOPTION OF AGENDA

2026-272 MOVED by Councillor H. Wall to accept the agenda as presented. CARRIED

ADOPTION OF MEETING MINUTES

2026-273 MOVED by Councillor H. Wall to accept the minutes of the Regular
Council Meeting held on June 23rd, 2026, with clerical error corrected. CARRIED

2026-274 MOVED by Councillor A. Hiebert to accept the minutes of the Committee of the
Whole Meeting held on July 6th, 2026. CARRIED

PW T. Stefiuk arrived in Council Chambers at 6:37pm

DELEGATION RCMP CMD K. Nicholls introduced the new CMD. C. Salamon arriving July 31st, and
updated Council on hiring a recruit, staffing issues, and plans for bike education.

OPEN FORUM

ADMINISTRATIVE REPORTS

The Administrative Reports were provided to Council in advance for their review.

2026-275 MOVED by Deputy Mayor C. Dyck to allow Main Street to be closed on
Wednesday July 22nd, for the Annual Chili Cook-off and this year's opening of
the Cornerstone Coop Market Square. CARRIED

2026-276 MOVED by Councillor H. Wall to close the Town Office early on Wednesday July
22nd, to allow Staff to participate in the Chili Cook off and win the 2026 cup!
Let's Go Town of Two Hills! CARRIED

2026-277 MOVED by Deputy Mayor C. Dyck that the CAO Report be acknowledged and
incorporated into the minutes. CARRIED

2026-278 MOVED by Councillor M. Patel that the CFO Report be acknowledged and
incorporated into the minutes. CARRIED

- 2026-279 MOVED by Councillor H. Wall that the EDO Report be acknowledged and incorporated into the minutes. CARRIED
- 2026-280 MOVED by Deputy Mayor C. Dyck that the PW W/WW Report be acknowledged and incorporated into the minutes. CARRIED
- CORRESPONDENCE
- 2026-281 MOVED by Councillor M. Patel that Correspondence be acknowledged and incorporated into the minutes. CARRIED
- OLD BUSINESS
- BYLAWS & POLICIES
- Bylaw 2026-1071 to Amend the Land Use Bylaw 2018-980
Residents requested the Land Use Bylaw allow for six hens, instead of three.
- 2026-282 MOVED by Mayor M. Tarkowski that Bylaw No. 2026-1071 to Amend the Land Use Bylaw 2018-980 be given its first reading this 14th day of July 2026. CARRIED
- 2026-283 MOVED by Deputy Mayor C. Dyck that Bylaw No. 2026-1071 to Amend the Land Use Bylaw 2018-980 be given its second reading this 14th day of July 2026. CARRIED
- 2026-284 MOVED by Councillor H. Wall that Bylaw No. 2026-1071 to Amend the Land Use Bylaw 2018-980 has been given Unanimous Consent to proceed with the third and final reading on this 14th day of July 2026. UNANIMOUSLY CARRIED
- 2026-285 MOVED by Councillor A. Hiebert that Bylaw No. 2026-1071 to Amend the Land Use Bylaw 2018-980 be given its third and final reading this 14th day of July 2026. CARRIED
- Bylaw 2026-1073 to Repeal Amendment Bylaws 2011-908 & 2014-951
While reviewing the Water & Sewer Services Bylaw, it was discovered that two amendments were never repealed when the old versions of the Water and Sewer Services Bylaw were repealed.
- 2026-286 MOVED by Deputy Mayor C. Dyck that Bylaw No. 2026-1073 to Repeal Water & Sewer Services Amendment Bylaws 2011-908 & 2014-951 be given its first reading this 14th day of July 2026. CARRIED
- 2026-287 MOVED by Councillor H. Wall that Bylaw No. 2026-1073 to Repeal Water & Sewer Services Amendment Bylaws 2011-908 & 2014-951 be given its second reading this 14th day of July 2026. CARRIED

2026-288 MOVED by Councillor A. Hiebert that Bylaw No. 2026-173 to Repeal Amendment to Water & Sewer Services Amendment Bylaws 2011-908 & 2014-951 has been given Unanimous Consent to proceed with the third and final reading on this 14th day of July 2026.

UNANIMOUSLY CARRIED

2026-289 MOVED by Councillor M. Patel that Bylaw No. 2026-1073 Repeals Water & Sewer Services Amendment Bylaws 2011-908 & 2014-951 be given the third and final reading this 14th day of July 2026.

CARRIED

NEW BUSINESS

Ag Society Parade Route – Road Closure

The annual Country Fair Parade occurs on August 15th this year, and the Ag Society has requested temporary road closures along the parade route.

2026-290 MOVED by Councillor H. Wall to grant the Ag Society's request for temporary road closure for the annual Country Fair parade on August 15, 2026.

CARRIED

COUNCIL REPORTS

Council Reports were provided in advance for Council's Review.

2026-291 MOVED by Deputy Mayor C. Dyck that the Council Reports be acknowledged and incorporated into the minutes.

CARRIED

NEXT MEETINGS

Committee of the Whole – Tuesday July 28th, 2026, at 6:30 PM.
Regular Council Meeting - Tuesday August 18th, 2026, at 6:30 PM.

CLOSED SESSION – ATIA Secession 23 & 30

2026-292 MOVED by Councillor H. Wall to go into Closed Session at 7:44 PM.

CARRIED

S. Lupul left Council Chambers at 7:45 PM.
S. Lupul returned to Council Chamber at 7:46 PM.

2026-293 MOVED by Councillor H. Wall to return to open session at 8:31 PM.

CARRIED

2026-294 MOVED by Mayor M. Tarkowski to accept the Strat Plan as presented with one clerical correction and incorporate it into the minutes.

CARRIED

ADJOURNMENT

Mayor M. Tarkowski called to adjourn the meeting at 8:31 PM.

Mayor M. Tarkowski

Interim CAO S. Lupul

TOWN OF TWO HILLS



Minutes of the Council Committee of the Whole for the Town of Two Hills

held July 28th, 2026, at 6:30 PM in Council Chambers

PRESENT: Mayor Michael Tarkowski, Deputy Mayor C. Dyck, Councillor m. Patel (via Teams) Councillor A. Hiebert, Councillor H. Wall, CAO S. Lupul, MC C. Boyd, B. Wiebe of Green Hills Construction and one resident in the gallery.

CALL TO ORDER: Mayor M. Tarkowski called the Committee of the Whole Council Meeting to order at 6:30 PM.

Topics of discussion:

a) Development Agreement with Green Hills Construction – Bill Wiebe was in attendance

- Provided a map of properties that are serviced, serviceable and those that require services to be added.
- 16 properties are serviced, 2 are serviceable and 31 are without any services. Developing the unserviced properties will require a large investment in water and sewer serves with an additional lift station, site engineering and proper grading for drainage which requires a significant amount of fill to be brought in.
- Green Hills will commit to building one home per year – whether on town owned property or private land – failure to do so will void the Development Agreement
- Green Hills Construction offered to begin the process to establish a Development Agreement with his lawyer. He will present it to Council as soon as possible.

b) Wastewater Grant Search

- The lift station pumps are in dire need of replacement due to the excessive water moving through them during this unusually wet summer
- Emergency Steps are in place in the event of pump failure to ensure there is no flooding. Replacement pumps are outside of our budget capabilities and as a result we are seeking funds from other sources.
- A Wastewater Grant that takes into consideration a number of existing wastewater concerns and not just the lift station pump is being looked into. The grant offers a potential cost share arrangement of 67% grant funded, and 33% town funding. The town's portion may need to be financed in the form a debenture in order to upgrade and further develop unserviced lots for future developments.
- Council has authorized an investigate into this grant to gather further details so a full review of the wastewater needs will be considered if we apply.

c) Recycle Program Update

- A Recycling program for the Town of Two Hills is underway as a result of Provincial legislation.
- Residents will receive information about the service, the items that are recyclable and the scheduled pickup days. Curbside collection of bagged recycling will begin this fall.
- Looking at a variety of ways to reduce garbage collection costs with new recycling program. The materials being taken out of the landfill for recycling will allow us to look at other options for garbage collection.
- Currently, our garbage bins are aging and need to be replaced. Each bin costs approximately \$1600.00 and are due for replacement sooner rather than later especially with this year's additional rain.
- Administration is looking into a variety of other options, for example curb side pick-up with roll-out bins.

Councillor M. Patel left Council Chambers via Teams at 8:00 PM
Councillor M. Patel returned to Council Chamber via Teams at 8:04 PM

NEXT MEETING: Regular Council Meeting Tuesday August 18th, 2026, at 6:30 PM in Council Chambers.

2026-295 MOVED by Mayor M. Tarkowski to go into Closed Session at 8:25 PM.

2026-296 MOVED by Mayor M. Tarkowski to return to Open Session at 10:03 PM.

ADJOURNMENT: With all items on the agenda having been addressed, Mayor M. Tarkowski adjourned the Committee of the Whole Council Meeting at 10:03 PM.

Michael Tarkowski, Mayor

Sheila Lupul, Interim CAO



Open Forum

Preamble: Welcome. Town Council is providing an opportunity for the general public to individually address Council on any topic relevant to municipal government for a period not to exceed 2 minutes per person to a maximum of 20 minutes combined. Information presented to Council may or may not be acted on and will not be debated unless there is a majority vote to do so. The Open Forum is not a means of expressing insults, accusations or making any personal attacks on any member of Council or Staff. Any person who starts insulting or making accusations or attacks on any member of Council, Council as a Whole, or any Staff member will be kindly asked to remove themselves from Council Chambers. Once again, welcome.

Division 3 – Open Forums

- 11.1 Individual members of the public who constitute the audience are to be provided an opportunity as part of the meeting to address the Council on any topic relevant to municipal government for a period of time not to exceed two (2) minutes per person. The intent of which is to provide residents an opportunity to address Council.
- 11.2 The information or comments heard may or may not be actioned by the Council. After a person has spoken, any Councillor may, through the Mayor or other presiding officer, ask that person or the Chief Administrative Officer relevant questions but may not debate the matter or the answers.
- 11.3 Actions by Council may only be 1) receiving the information without debate; 2) referred without debate to a Standing Committee or the Chief Administrative Officer for a report; or 3) debated if by a 2/3 majority vote a resolution is passed to allow a motion to be made without notice.

Notes:



TOWN OF TWO HILLS COUNCIL MEETING



Economic Development

- * Co-op Market Square grand opening was held in conjunction with the Chilli Cook Off and was well received and Cornerstone Co-op participated in the cook off. Cornerstone boardmembers and the Mayor, EDO and CAO cut the ribbon officially opening the Market Square. Entertainment was provided by the Bike Rally.
- * NRED Grant extension was approved. SCOP Grant from 2023 was not reported, working on that.
- * Foundation and driveways are completed for the new truck wash along 54 Avenue



Infrastructure

- * Admin building - Water leak was discovered in basement and was promptly repaired. Still searching for a contractor for the stairs.
- * Administration is gathering information regarding alternative residential garbage pick-up in town.
- * CAO has been in talks with ATCO regarding repainting the street lights in the downtown core, we had a discrepancy on the number of poles being resurfaced, it has been cleared up and there will be 18 poles done.



Partnerships

- * Mayor Tarkowski, Councillor Hiebert and I met with the Honorable Dan Williams Minister of Municipal Affairs on July 20 to discuss our issues, we focused on the lift station.
- * County, Village of Myrnam and Town CAO have a joint progress meeting regarding the ACP grant on Aug 18.



Community Building

- * The town staff took on organizing the Chilli Cook Off this year. We had 15 entries and it was very well attended.
- * Preparations for the annual Ag Society Parade are underway.



Bylaws and Policies

- * Bylaw contractor sent our five MGA based direction notices for unkept properties.
- * Two town properties that were recovered from the last tax sale have been demolished and debris hauled away.

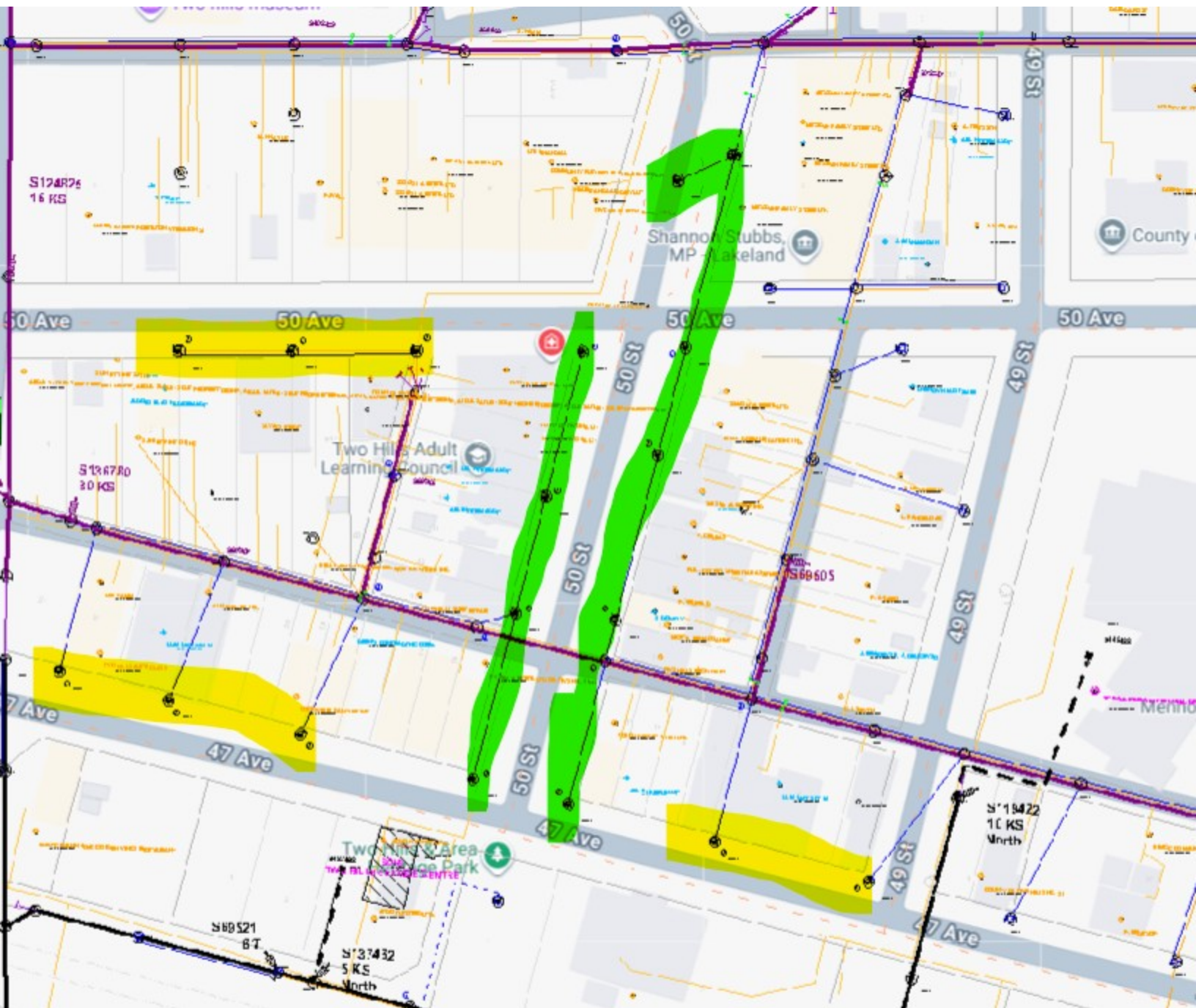


OTHER

- * Administration has been struggling with staff holidays and maintaining a balanced office, so far the staff has been amazing at handling other duties. We will be interviewing 2 prospective candidates for the Accounts Clerk position.
- * Tax payments the last week of July- BIG shout out to all the staff but especially to our summer students!!
- * Working with a local IT provider for IT support and security and also looking at revamping the website.

Attachments

ATCO Pole Map; WordPress Website Management package



Wordpress Maintenance

**24/7 WordPress website
management and support services
that power digital growth.**

MAINTENANCE SERVICES FOR SERIOUS WEBSITE OWNERS

**Your website means everything to you.
Partner with the team that offers every aspect of premium
WordPress support services.**



Monthly Maintenance on your website has proven to enhance your users experience online, while keeping software and technology up to date and bug free.

Search engine optimization improves website rankings, meaning you show up as a search result more often.

Together with more content, improved security and overall performance, these tasks improve user's experience online.

WORDPRESS CARE PLANS & MAINTENANCE PACKAGES

Care Plans From a 24/7 Website Support Partner to Manage Every Aspect of Your WordPress Site.

Maintain

For Standard WP Site Maintenance

\$99⁰⁰
CAD / Month

Weekly WP Updates
24/7 Emergency Support
24/7 Uptime Monitoring
Google Analytics Integration
Cloud Backups (1x Daily)
WP Activity Log

Protect

For WP Sites Needing Edits and Security

\$219⁰⁰
CAD / Month

+ All services from Maintain
24/7 Unlimited Website Edits
Security Optimization
Solid Security Pro Premium
Cloud Backups (2x Daily)

Perform

For Advance Functionality WP Sites

\$299⁰⁰
CAD / Month

+ All services from Protect
Speed Optimization
Mobile & Tablet Optimization
Image & Media Optimization
Complete Malware Removal
Cloud Backups (4x Daily)

MOST POPULAR

Custom

For Custom Coded WP Sites

\$469⁰⁰
CAD / Month

+ All services from Perform
Safe Updates on Custom Sites
Custom Functionality Testing
24/7 Custom Code Monitoring
Pantheon-hosted Site Support

Custom Pro

For Custom Coded Sites with Advanced Functionality

\$599⁰⁰
CAD / Month

+ All services from Custom
Advanced Custom Support*
AWS-hosted Site Support
Git Management

Call Today to Discuss Your
Wordpress Maintenance Needs

Integrated Plugins



LinkedIn



PayPal



VM Systems
1.800.663.5957
sales@vm-systems.com
www.VM-Systems.com

Town of Two Hills
Reconciliation Statement July 31, 2026

Net Balance at June 30, 2026	(\$5.56)
Plus Deposits	\$1,319,937.07
Sub Total	\$1,319,931.51
Minus Disbursements (including transfers)	\$900,929.35
Closing Balance	\$419,002.16

Summary of Town of Two Hills Accounts

<u>ATB Financial</u>	Description of Accounts	
General #24	Main Account	\$419,002.16
Notice Account 90 Day	Auction Holding	\$10,351.28
Savings Account #478	County Grant Account	\$221.03
Savings Account #578	Interest Bearing	\$9.75
Savings Account #178	Last Post Committee	\$2,573.14
Bill Payments #27	Deposit Only Account	\$166,128.87
Savings Account #30	ACE Debenture Account	\$51,095.74
TOTAL ATB		\$649,381.97

Revolving Loan - out of \$1,500,000.00	\$1,500,000.00
	\$0.00
	\$1,500,000.00

Interest paid to date \$17,690.05

<u>Vision Credit Union</u>	Description of Accounts	
	Two Hills Improvement Committee	\$ 4,129.93
	Canada Day	\$ 10,655.99

Comments:

- * We are 100% out of our Line of Credit
- * 84.47% of taxes paid

DATE	ISSUED TO	AMOUNT
07/13/2026	"ACE"	43,194.00
07/13/2026	AMSC INSURANCE SERVICES LTD.	9,642.04
07/13/2026	SUPPLIES	598.82
07/13/2026	PARTS	3,258.39
07/13/2026	FUEL	4,727.60
07/13/2026	REPAIRS & MAINTENANCE	152.12
07/13/2026	STAFF BOOT EXPENSE	104.99
07/13/2026	FREIGHT	166.02
07/13/2026	STAFF BOOT EXPENSE	125.99
07/13/2026	FREIGHT	123.11
07/13/2026	OFFICE SUPPLIES	48.60
07/13/2026	BYLAW CONTRACTOR	235.00
07/13/2026	STAFF EXPENSE	89.60
07/13/2026	TWO HILLS SPORTS ACTIVITIES COUNCIL	2,625.00
07/13/2026	IT SERVICE	5.67
07/13/2026	WAINWRIGHT ASSESSMENT GROUP LTD.	1,713.60
07/13/2026	WATER SUPPLIES	5,184.12
07/13/2026	ADVANCES	7,600.00
07/28/2026	JANITORIAL	160.00
07/28/2026	WASTE WATER SUPPLIES	1,795.50
07/28/2026	WATER CONTRACT FEES	1,443.32
07/28/2026	LANDFILL FEES	4,500.00
07/28/2026	REPAIRS & MAINTENANCE	290.85
07/28/2026	BYLAW CONTRACTOR	165.00
07/28/2026	OFFICE SUPPLIES	186.41
07/28/2026	STAFF BOOT EXPENSE	150.00
07/28/2026	ADVERTISING	495.00
07/28/2026	JANITORIAL	160.00
07/28/2026	CASUAL LABOUR	970.00
08/11/2026	"ACE"	41,079.15
08/11/2026	AMSC INSURANCE SERVICES LTD.	9,066.84
08/11/2026	PARTS	1,069.83
08/11/2026	WATER SUPPLIES	1,397.09
08/11/2026	REPAIRS & MAINTENANCE	2,975.70
08/11/2026	CO-OP GRANT	972.29
08/11/2026	REPAIRS & MAINTENANCE	417.38
08/11/2026	REPAIRS & MAINTENANCE	166.45
08/11/2026	FRONTIER CONSTRUCTION PRODUCTS LTD	4,690.88
08/11/2026	FREIGHT	147.69
08/11/2026	PAYROLL OBLIGATIONS	6,463.18
08/11/2026	LEGAL FEES	2,342.58
08/11/2026	BYLAW CONTRACTOR	235.00
08/11/2026	OFFICE SUPPLIES	151.59
08/11/2026	TWO HILLS SPORTS ACTIVITIES COUNCIL	2,625.00
08/11/2026	WAINWRIGHT ASSESSMENT GROUP LTD.	1,713.60
08/11/2026	OFFICE SUPPLIES	114.31
08/11/2026	ADVANCES	6,600.00
07/16/2026	PAYROLL	58,362.93
07/13/2026	CANADA DAY COMMITTEE	2,500.00
07/13/2026	REPAIRS & MAINTENANCE	477.84
07/13/2026	REPAIRS & MAINTENANCE	534.72
07/13/2026	REPAIRS & MAINTENANCE	2,205.48
07/13/2026	FIRE CHIEF HONARARIUM	150.00
07/13/2026	REPAIRS & MAINTENANCE	58.34
07/13/2026	2026 AUDIT	27,825.00
07/13/2026	WATER REPAIRS	1,260.00
07/13/2026	PARTS	1,227.83
07/13/2026	PARTS	630.00
07/13/2026	TWO HILLS FAMILY & COMMUNITY SUPPORT SERVICES	16,759.00

07/13/2026	PARTS	3,612.36
07/28/2026	LEGAL FEES	3,058.13
07/28/2026	WATER SUPPLIES	506.81
07/28/2026	PARTS	1,021.93
07/28/2026	REPAIRS & MAINTENANCE	91.00
07/28/2026	PARTS	95.08
07/28/2026	FREIGHT	49.89
07/28/2026	OFFICE SUPPLIES	97.78
07/28/2026	OFFICE SUPPLIES	1,254.75
07/28/2026	REPAIRS & MAINTENANCE	69.20
07/28/2026	OFFICE SUPPLIES	372.12
07/28/2026	PARTS	309.75
08/11/2026	TREE CUTTING	4,725.00
08/11/2026	REPAIRS & MAINTENANCE	150.63
08/11/2026	OFFICE SUPPLIES	116.85
08/11/2026	OFFICE SUPPLIES	99.75
	Total Issued (117):	\$299,761.48

TWO HILLS ECONOMIC DEVELOPMENT & TOURISM

Date: August, 2026

[illegible]

TWO HILLS
Public Works/ Water & Wastewater

Date: AUG 18th, 2026

PUBLIC WORKS
Roads:
- Fill potholes on all roads as required
- Load, haul, grade, and pack gravel (60 yds.) to 51 St and HWY 45 intersection
- Repair back alleys with gravel at most garbage bin locations
- Sweep roads with street sweeper
- Repair water line and sewer line excavations (50 St, 50 Ave, 51 Ave)
- Grade industrial road (46 Ave between 54 St and 57 St)
Other:
- Paint crosswalk lines
- Mow all town property eleven times and grass whip all property
- Load and haul all material from 4511-53 St and 4506-53 St (55 end dump loads), haul metal to lagoon (22 tandem loads), 80 tires to landfill
- Haul 30 yds. of fill to backfill basement at 5011-53 St
- Haul 20 yds. of fill to backfill basement at 4506-53 St
- Remove concrete loading ramp off town property for installation of the new chain-link fence
- Remove trees off town property (Patrick) at 5204-47 St
- Install 16" culvert on 54 Ave and 53 St for new truck wash
- Water flowers (Monday, Wednesday, Friday)
- Service and repair all mowing equipment (5 mowers, 5 STIHL trimmers)
- Complete all service requests
- Service and repair all equipment
- Order all material for water and sewer line installation at new truck wash
- Provide vac truck to the village of Innisfree for sewer back-up

Water and Waste Water report August 13/26

Water report

Read and record volumes and pressures on a daily basis

Continue with BAC T samples on a weekly basis

Continue to take samples at random locations , on daily basis

Recalibrate CL2 monitors (towns and ace monitors)

General maintenance at water reservoir

Waste water

Continue to read and record volumes and pressures on a daily basis

Clean screen in wet cell from debris on regular basis

Service pumps and driveline (grease)

General maintenance at lift station

Other

Volume still high at lift station, pumps are working hard .

Met with one engineer on Aug 13 to come up with a solution for replacing existing pumps with a different brand . Should have quotes for this middle of next week .

Hopefully other quotes will come soon .

Respond to service requests .

Lagoon should make release dates or pretty close , usually release first couple weeks of October .



Correspondence Listing

August 18th, 2026

- A. June 2026 Electricity Aggregation Agreement
- B. Bill 28 Summary and Information Guide
- C. Library Report - May to June
- D. Library Invitation - Travelling Art Exhibit

Electricity Aggregation Agreement

Between:

Alberta Municipal Services Corporation (AMSC)

AND

Town of Two Hills

ELECTRICITY AGGREGATION AGREEMENT

BETWEEN:

THE ALBERTA MUNICIPAL SERVICES CORPORATION
(a corporation duly incorporated in the Province of Alberta)
(hereinafter “AMSC”)

OF THE FIRST PART
-and-

TOWN OF TWO HILLS
(hereinafter “Participant”)

OF THE SECOND PART

INTRODUCTION:

- A. AMSC provides services to Association members, including retail electricity pursuant to the terms of a retail services agreement, a form of which is attached to this Agreement as Schedule “C” (the “**Retail Services Agreement**”).
- B. AMSC has administered a procurement process to secure an Electricity Purchase (“the “**Procurement**”) from which the Aggregated Customers are seeking to purchase electricity;
- C. The Parties recognize that a collective purchasing approach to the procurement of fixed price electricity, pursuant to which AMSC conducted the Procurement:
 - a) allows for a reduction in electricity pricing from increased buying power and removing layers of intermediaries which may result in reduced costs;
 - b) allows for more stable budgeting due to the fixed-price nature of the procurement, reducing risk arising from volatile electricity prices;
 - c) results in enhanced administrative efficiency due to shared transaction costs, and for suppliers of electricity in reducing the number of separate commercial transactions (collectively, the “**Objectives**”).
- D. The Participant wishes to purchase electricity from the Electricity Purchase as an Aggregated Customer in order to benefit from the Objectives;
- E. The Participant has received all necessary authorizations, and passed the necessary by-laws or resolutions, as the case may be, to permit the Participant to enter into this Agreement and to purchase electricity from the Electricity Purchase as an Aggregated Customer in accordance with the provisions of this Agreement (the “**Approval Documents**”);
- F. The Parties wish to enter into this Aggregation Agreement (“**Agreement**”) setting forth their respective obligations concerning the Participant’s purchase of electricity from the Electricity Purchase.

In consideration of the mutual terms and conditions contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

- 1.1. Capitalized words and phrases, whenever used in this Agreement, have the meanings set out in Schedule “A” to this Agreement.
2. **SCOPE OF AUTHORITY**
 - 2.1. The Participant acknowledges and agrees that the Electricity Purchase Price is dependent on the number of Aggregated Customers that have executed this Aggregation Agreement and the associated Aggregated Customers’ Electricity Requirements. The Participant agrees to accept and be bound by the Electricity Purchase Price, provided that it is less than or equal to the Electricity Maximum Price.
 - 2.2. If the Electricity Purchase Price is less than or equal to the Electricity Maximum Price, the Electricity Purchase Price will be recorded in a Transaction Confirmation under the Retail Services Agreement and provided to the Participant. AMSC will charge the Participant for electricity purchased under this Section in accordance with the terms of the Retail Services Agreement.
 - 2.3. In the event that the Aggregated Customers’ Electricity Requirements, as determined at the time of the Intake Deadline, are not sufficient to secure an Electricity Purchase Price that is less than the Electricity Maximum Price, AMSC will notify the Participant and this Agreement and the Retail Services Agreement (in so far as it relates to this Agreement) will terminate and neither Party will have any further obligation or liability to the other in respect of either this Agreement or the Retail Services Agreement (in so far as it relates to this Agreement). For clarity, nothing in this Section 2.3 shall have the effect of terminating the Retail Services Agreement between AMSC and the Participant in relation to any other services or products that AMSC provides to the Participant.
3. **OBLIGATIONS OF AMSC**
 - 3.1. AMSC will:
 - a) use reasonable marketing efforts in AMSC’s discretion to attract Aggregated Customers in order to secure the benefits of a lower Electricity Purchase Price;
 - b) provide notification of the Electricity Purchase Price to the Participant;
 - c) deliver a copy of the fully executed Agreement to the Participant, with the Effective Date noted thereon; and,

- d) comply with all Applicable Law (collectively, the **"Aggregation Services"**).
- 3.2. Notwithstanding that the Term of this Agreement will continue until the end of the Electricity Term, AMSC's obligation to perform the Aggregation Services hereunder shall be complete and AMSC shall have no further obligation to the Participant in respect of the Aggregation Services once the Electricity Purchase Price has been recorded in a Transaction Confirmation under the Retail Services Agreement in accordance with Section 2.2.
- 4. OBLIGATIONS OF THE PARTICIPANT**
- 4.1. The Participant will:
- obtain all required authorizations and Approval Documents to enter into this Agreement and as may be requested from time to time;
 - provide to AMSC all information required to allow AMSC to perform the Aggregation Services, as may be requested by AMSC, including details regarding the Participant's Electricity Requirement;
 - enter into the Retail Services Agreement and utilize AMSC as its exclusive Retailer of electricity throughout the Electricity Term; and,
 - comply with all Applicable Law.
- 5. FEES AND CONSIDERATION**
- 5.1. In exchange for access to electricity from the Electricity Purchase, the Participant agrees to pay AMSC a procurement fee of \$0.00/MWh (the **"Procurement Fee"**), to be added to the Electricity Purchase Price for the Electricity Term and recovered in accordance with the terms of the Retail Services Agreement.
- 5.2. In recognition of the collaboration between the Association and AMSC in the offering of the Aggregation Services, the Participant further agrees to pay a program fee of \$3.15/MWh (the **"Association Program Fee"**) to be added to the Electricity Purchase Price for the Electricity Term and recovered in accordance with the terms of the Retail Services Agreement. The Association Program Fee collected by AMSC shall be remitted directly to the Association.
- 6. INFORMATION**
- 6.1. All data and information, regardless of the format, provided by the Participant under this Agreement (**"Participant Information"**) will remain the sole property of the Participant. AMSC will not disclose, use, sell, or provide Participant Information to any person, firm or entity for any purpose not required to give effect to this Agreement or the Retail Services Agreement except as required under Applicable Law.
- 6.2. All data and information, regardless of the format, provided by AMSC to the Participant under this Agreement (the **"AMSC Information"**) will remain the sole property of AMSC. The Participant will not disclose, use, sell or provide AMSC Information to any person, firm or entity for any purpose not required to give effect to this Agreement or the Retail Services Agreement except as required under Applicable Law.
- 7. REPRESENTATIONS AND WARRANTIES**
- 7.1. AMSC represents and warrants to the Participant:
- it is duly incorporated and will remain in good standing at all times during the performance of the Aggregation Services;
 - it has the resources and experience to provide the Aggregation Services to the Participant; and,
 - all necessary actions have been taken by AMSC to offer the Aggregation Services to the Participant and to enter into this Agreement.
- 7.2. The Participant represents, warrants and covenants to AMSC that:
- all necessary actions have been taken by the Participant, and all necessary Approval Documents have been obtained by the Participant, to accept the Aggregation Services of AMSC and to enter into this Agreement;
 - all information submitted by the Participant to AMSC in connection with the Aggregation Services is true and correct;
 - the Participant has and will at all times throughout the Term keep in strict confidence all information shared by AMSC including, without limiting the generality of the foregoing, this Agreement, the Electricity Purchase, the Electricity Purchase Price, marketing or sales materials, correspondence, or the like;
 - the Participant acknowledges and agrees that AMSC is not acting as a fiduciary or financial, investment or commodity trading advisor for the Participant and has not given the Participant (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.
- 8. LIMITATION ON DAMAGES**
- 8.1. In no event shall AMSC be liable to the Participant for:
- special, incidental or consequential damages; or
 - loss of sales, profits, production or output or loss of contracts or business interruptions; or
 - punitive damages;
- arising out of, or in connection to, this Agreement and AMSC's provision of the Aggregation Services, however caused.
- 9. TERMINATION**
- 9.1. The Participant may terminate this Agreement at any time, by providing written notice to AMSC on or before May 22, 2026 (the **"Intake Deadline"**).
- 9.2. If the Participant terminates this Agreement:
- at any time after the Intake Deadline, the Participant must pay AMSC a Termination Fee, calculated as the sum of the Procurement Fee and the Electricity Purchase Price multiplied by the Participant's total remaining Electricity Requirement over the Electricity Term.
- 9.3. AMSC may terminate this Agreement without penalty at any time:
- before the Intake Deadline, upon providing thirty (30) days' written notice to the Participant; or,
 - after the Intake Deadline, in accordance with Section 2.3.
- 9.4. AMSC may terminate this Agreement at any time after the Electricity Purchase Price is recorded in a Transaction Confirmation under the Retail Services Agreement in accordance with the terms of the Retail Services Agreement.

10. NOTICES

10.1. All notices required under this Agreement must be in writing and delivered by registered mail, email, or fax to the following address:

a) To AMSC at:

Alberta Municipal Services Corporation
Attention: Senior Director, Utility Services
Address: #300, 8616 51 Ave NW
Edmonton, AB, T6E 6E6
Email: energy@abmunis.ca

b) To the Participant:

Attention: Shelia Lupul
Address: Box 630
Two Hills
AB T0B4K0
Email: slupul@townoftwohills.com

10.2. 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.

10.3. 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.

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

11. GENERAL

11.1. All of the Schedules referred to in this Agreement are incorporated into and form part of this Agreement.

11.2. This Agreement and attached Schedules contain the entire understanding between the Parties and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties regarding the Electricity Purchase and the Procurement.

11.3. This Agreement may only be altered or amended by an agreement in writing, signed by both Parties.

11.4. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Parties.

11.5. This Agreement may only be assigned by the Participant with written consent from AMSC. The Participant shall be

and remain liable for all obligations to AMSC pursuant to this Agreement until such time as AMSC releases the Participant in writing.

11.6. 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.

11.7. If there is any conflict or inconsistency between the terms of this Agreement and the terms of the Retail Services Agreement, the terms of this Agreement shall prevail.

11.8. This Agreement will be interpreted and governed by the laws of the Province of Alberta and of Canada as amended from time to time.

11.9. Any legal proceedings arising directly or indirectly out of this Agreement will be litigated in the City of Edmonton in the Province of Alberta.

11.10. Each provision of this Agreement must be interpreted in a way that is valid under Applicable Law. If any of the provisions are held to be invalid, the remainder of the Agreement will remain in full effect.

11.11. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination and remain in effect.

11.12. This Agreement shall be for the benefit of and binding upon the successors and permitted assigns of the Parties.

11.13. This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original. All of the counterparts will be considered one document, and will become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to each other.

ACKNOWLEDGED AND AGREED by the Parties as of the Effective Date.

Town of Two Hills

Per:



Name:

Sheila Lupul

Title:

Acting CAO

Date

26/05/2026

Alberta Municipal Services Corporation

Per:



Name:

Dana Mackie

Title:

Chief Executive Officer

Date

02/07/2026

SCHEDULE “A” DEFINITIONS

- a) “**Act**” means the *Electric Utilities Act*, SA 2003, c E-5.1, as amended;
- b) “**Aggregated Customers**” means the Participant together with other Association members that seek to purchase electricity from the Electricity Purchase and execute this Agreement with AMSC;
- c) “**Aggregated Customers’ Electricity Requirements**” means the aggregate of the Electricity Requirement for all of the Aggregated Customers;
- d) “**Aggregation Services**” means all of the services performed by AMSC, for and on behalf of the Participant, as set out in Section 3.1, and any functions necessary and incidental to the performance of those services;
- e) “**Agreement**” means this Aggregation Agreement and attached Schedules, as amended from time to time in accordance with Section 11.3;
- f) “**AMSC**” means the Alberta Municipal Services Corporation;
- g) “**AMSC Information**” has the meaning given to it in Section 6.2;
- h) “**Applicable Law**” means all applicable laws, rules and regulations including, without limitation, all relevant legislation, regulations, bylaws, and ordinances;
- i) “**Approval Documents**” has the meaning given to it in the recitals to this Agreement;
- j) “**Association**” means the Association of Alberta Municipalities;
- k) “**Association Program Fee**” has the meaning given to it in Section 5.2;
- l) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;
- m) “**Effective Date**” means the date on which AMSC executes this Agreement as noted by AMSC’s signing line;
- n) “**Electricity Maximum Price**” means \$79.00/MWh;
- o) “**Electricity Purchase**” means electricity purchased by AMSC from the wholesale electricity market through the Procurement;
- p) “**Electricity Purchase Price**” means the fixed price, in \$/MWh, of electricity to be supplied to Aggregated Customers on a financial basis from the Electricity Purchase;
- q) “**Electricity Requirement**” means the volume of electricity, in MWhs, to be sold by AMSC to the Participant over the Electricity Term, as set out in Schedule “B” to the Agreement;
- r) “**Electricity Term**” means the period between the “Deal Start Date” and the “Deal End Date”, as specified in the Electricity Product Table in Schedule “B” to this Agreement;
- s) “**Intake Deadline**” has the meaning given to it in Section 9.1;
- t) “**MWh**” means a measure of electrical energy, a unit of work or energy, measured as 1,000,000 watts of power expended for one (1) hour;
- u) “**Objectives**” has the meaning given to it in the recitals to this Agreement;
- v) “**Participant Information**” has the meaning given to it in Section 6.1;
- w) “**Party**” means either AMSC or the Participant (as the context may require) and “**Parties**” means both AMSC and the Participant;
- x) “**Procurement**” has the meaning given to it in the recitals to this Agreement;
- y) “**Procurement Fee**” has the meaning given to it in Section 5.1;
- z) “**Retail Services Agreement**” means the form of agreement attached as Schedule “C” to this Agreement;
- aa) “**Retailer**” has the meaning set out in the Act;
- bb) “**Term**” means the period from the Effective Date to the end of the Electricity Term;
- cc) “**Termination Fee**” means the fee payable by the Participant if the Participant elects to terminate this Agreement, calculated in accordance with Section 9.2.

SCHEDULE “B”

Electricity Requirement – Town of Two Hills

Electricity Product Table:

Product	Deal Start Date	Deal End Date
Fixed Price Electricity	01-01-2027	12-31-2029

Electricity Requirements Volumes Table (MWh)

Fixed Price 7x16 (MWh)					
	2026	2027	2028	2029	2030
January	0	2.48	2.48	2.48	0
February	0	1.792	1.856	1.792	0
March	0	2.48	2.48	2.48	0
April	0	2.4	2.4	2.4	0
May	0	2.48	2.48	2.48	0
June	0	2.4	2.4	2.4	0
July	0	2.976	2.976	2.976	0
August	0	2.48	2.48	2.48	0
September	0	1.92	1.92	1.92	0
October	0	1.984	1.984	1.984	0
November	0	2.4	2.4	2.4	0
December	0	1.984	1.984	1.984	0

Fixed Price 7x24 (MWh)					
	2026	2027	2028	2029	2030
January	0	14.88	14.88	14.88	0
February	0	12.096	12.528	12.096	0
March	0	12.631	12.631	12.631	0
April	0	11.52	11.52	11.52	0

May	0	9.672	9.672	9.672	0
June	0	10.08	10.08	10.08	0
July	0	10.416	10.416	10.416	0
August	0	10.416	10.416	10.416	0
September	0	10.08	10.08	10.08	0
October	0	10.416	10.416	10.416	0
November	0	11.536	11.536	11.536	0
December	0	14.88	14.88	14.88	0

SCHEDULE “C” RETAIL SERVICES AGREEMENT

Attached As Next Page

Retail Services Agreement

Between:

Alberta Municipal Services Corporation (AMSC)

AND

Town of Two Hills (the Customer)



RETAIL SERVICES AGREEMENT

Parties	Address for Notice
Alberta Municipal Services Corporation ("AMSC")	Attention: Senior Director, Utilities 300, 8616 - 51 Avenue Edmonton, Alberta T6E 6E6 Email: energy@abmunis.ca
Town of Two Hills (the "Customer")	Attention: Shelia Lupul Box 630 Two Hills, AB T0B4K0 Email: slupul@townoftwohills.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 during the Deal Term, 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	☒
Schedule 2 - Definitions	☒
Schedule 3 - Retail Services and Standards	☒
Schedule 4 - Sample Form of Transaction Confirmation	☒

This "Agreement" is comprised of this Cover Page, each of the Schedules, any Transaction Confirmation(s) and associated Pricing Schedule(s). The Customer and AMSC acknowledge that the Agreement will be binding and effective on the date that AMSC acknowledges in writing receipt of an executed copy of the Agreement from the Customer (the "**Effective Date**"). AMSC will provide a fully executed copy of the Agreement to the Customer for the purpose of the Customer's records.

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.

Town of Two Hills

Per: 
Name: Sheila Lupul
Title: Acting CAO
Date: 26/05/2026

Alberta Municipal Services Corporation

Per: 
Name: Dana Mackie
Title: Chief Executive Officer
Date: 02/07/2026

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 to act in accordance with the Settlement Code and authorizes AMSC to deal with all applicable third parties on the Customer's behalf as may be necessary to perform the Retail Services.

2.0. AMSC'S OBLIGATIONS

- 2.1. Subject to the earlier termination of this Agreement, AMSC will:
- a) provide Retail Services to the Customer; and,
 - b) supply Product(s) set out in any applicable Transaction Confirmation, for the Customer's listed Sites, during the Deal Term.

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 provide the other Party with any information relative to changes in the demand for or the supply of Product(s). AMSC shall be entitled to retain, use and disclose all information it receives from the Customer for the purposes of administering this Agreement.

- 3.2. "Confidential Information" includes this Agreement and any information supplied by one Party to the other Party in accordance with this Agreement, including pursuant to Section 3.1. Each Party undertakes that it will only use the Confidential Information for the purposes set out in this Agreement and will not disclose the Confidential Information without the prior written consent of the other Party except that a Party may disclose the Confidential Information (i) to its Representatives who are similarly bound to not disclose the Confidential Information; (ii) to comply with the provisions of this Agreement; and (iii) to comply with any applicable Law, order, regulatory or exchange rule. Each Party will notify the other Party of any disclosure required in accordance with this section, except disclosure to such Party's Representatives, and use reasonable efforts to prevent or limit such disclosure.

- 3.3. 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.

4.0. USE AND SUPPLY OF PRODUCTS

- 4.1. The Customer shall not permit any other persons to use the Products 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 Products purchased hereunder.

- 4.2. AMSC is under no obligation to provide any services or to supply Products unless, at all times during the Deal Term:

- a) the supply of Products 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 Products 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. 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 Procurement Fee (as applicable);
- d) all Other Charges applicable to the supply of the Product(s);
- e) any other fees or charges set out in each Transaction Confirmation; and,
- f) applicable Taxes.

7.0. NO WARRANTY

- 7.1. AMSC makes no warranty, express or implied, statutory or otherwise, with respect to the Products and AMSC specifically disclaims all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose or use.

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. 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. EVENTS OF DEFAULT OF THE CUSTOMER**
- 9.1. 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 if such failure is not remedied on or before fifteen (15) Business Days after notice of such failure is given;
 - 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) a breach of any of the Customer's representations and warranties in this Agreement;
 - d) the Customer assigns this Agreement without obtaining AMSC's consent in accordance with Section 20.0;
 - e) the Customer becomes insolvent or is generally not paying, or admits in writing its inability to pay its debts as they become due;
 - f) 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;
 - g) 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,
 - h) the Customer removes all Sites from the Agreement or removes AMSC as its Retailer of Record for all Sites, without consent from AMSC, which is not remedied on or before fifteen (15) Business Days after receipt of written notice from AMSC.
- 9.2. 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, a Product under an Aggregation Agreement (if applicable), terminate such Aggregation Agreement.
- 9.3. 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 12.0.
- 9.4. 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.
- 9.5. AMSC shall have no liability to the Customer arising from the termination of this Agreement in accordance with this Section 9.0.
- 9.6. The provisions of this Section 10.0 shall survive the termination of this Agreement to the extent required to rectify any other default by the Customer under this Agreement.
- 10.0. EVENT OF DEFAULT OF AMSC**
- 10.1. 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.
- 10.2. 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.
- 10.3. This Section 11.0 is not applicable to any event that falls within the scope of Section 14.0.

- 10.4. The termination of this Agreement shall not affect or limit any of the obligations of AMSC accruing up to the date of termination.
- 10.5. 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.
- 10.6. 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 11.0, 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.

11.0. LIQUIDATED DAMAGES

- 11.1. If:
 - a) this Agreement is terminated by AMSC pursuant to a Customer Event of Default in Section 10.2 or by a Customer following a change in Law pursuant to Section 17.3; or
 - b) the Customer cancels or terminates this Agreement or any Transaction Confirmation (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.
- 11.2. 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.

12.0. SET OFF

- 12.1. AMSC shall be entitled to set-off any amounts owed to the Customer by AMSC under this Agreement or otherwise against any amounts owed to AMSC by the Customer under this Agreement or otherwise.

13.0. SUPPLY DISRUPTION AND EVENT OF FORCE MAJEURE

- 13.1. If the operations of a Party or its ability to perform its obligations under this Agreement (other than payment obligations) are suspended, curtailed or interfered with owing or attributable to an Event of Force Majeure, the Party shall not be liable to the other Party under this Agreement until the cause or causes thereof have been removed, provided that the Party 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 14.0 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.

14.0. CUSTOMER AUTHORIZATION

- 14.1. 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.
- 14.2. 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.

15.0. REPRESENTATIONS AND WARRANTIES

- 15.1. 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 and is authorized and registered to do business in Alberta;
 - b) 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;
 - c) the person executing the Agreement on its behalf is duly authorized to execute and deliver it;
 - d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
 - e) 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.
- 15.2. 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 owner or lessee of the Sites or, if it is not the owner or lessee, has the authority to enter into and bind the owner and lessee of the Sites to this Agreement. If requested, the Customer will

provide AMSC with written proof of such authority. The Customer will be responsible for all fees, charges, and expenses of AMSC in supplying Products to the Sites or in ceasing to supply Products to the Sites where an owner or lessee enrolls their Site with a different retailer during the Deal Term.

16.0. GOVERNMENTAL APPROVALS AND REGULATION

16.1. 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.

16.2. 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.

16.3. 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 shall notify the Customer of any necessary amendments to this Agreement which will take effect upon such notice being given to the Customer. Upon being provided with notice of the amendments, the Customer shall have thirty (30) days to provide notice in writing of its election to terminate this Agreement. If the Customer does not provide notice of its election to terminate before the expiry of the thirty (30) day period, the Customer shall be deemed to have accepted the amendments.

17.0. SUCCESSORS AND ASSIGNS

17.1. 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.

18.0. ASSIGNMENT BY AMSC

18.1. AMSC may assign this Agreement, in whole or in part, 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 AMSC shall be released from any and all liability pursuant to this Agreement.

19.0. ASSIGNMENT BY CUSTOMER

19.1. This Agreement may only be assigned by the Customer with written consent from AMSC which, provided AMSC, in its discretion, is satisfied with the creditworthiness of the proposed assignee, shall not be unreasonably withheld. 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 other than in accordance with this Section 20.0, or if any other Person occupies any Sites, the Customer shall remain liable for all obligations to AMSC pursuant to this Agreement.

20.0. ENROLMENT PROCESS

20.1. 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. The Customer will indemnify and hold harmless AMSC for any loss or damage experienced by AMSC due to the Customer providing inaccurate information.

21.0. DISTRIBUTION COMPANY TERMS AND CONDITIONS

21.1. 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.

22.0. NOTICES

22.1. 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.

22.2. 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.

22.3. 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.

22.4. Either Party may amend its address for notice by providing written notice to the other in accordance with this Section 22.0.

23.0. GOVERNING LAW AND DISPUTE RESOLUTION

23.1. 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.

24.0. ELIGIBLE FINANCIAL CONTRACT

24.1. 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"**.

25.0. WAIVER AND SEVERABILITY

25.1. 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.

26.0. JOINT AND SEVERAL LIABILITY

26.1. 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.

27.0. AMENDMENT

27.1. Except as set out in Section 16.3, 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.

28.0. ENTIRE AGREEMENT AND SURVIVAL OF TERMS

28.1. 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, confidentiality, set off, 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.

29.0. COUNTERPART EXECUTION

29.1. This Agreement may be executed in one or more counterparts. All such counterparts when taken together shall constitute one and the same instrument. This Agreement may be executed by DocuSign or other electronic signature and can be delivered by facsimile, PDF or other digital form all of which shall constitute an original signature.

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;

"Aggregation Agreement" means an agreement between AMSC and the Customer whereby the Customer agrees to participate in a procurement for electricity or natural gas for aggregated volumes of AMSC's customers;

"AMSC" means Alberta Municipal Services Corporation;

"AMSC Event of Default" has the meaning given to it in Section 11.1 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 3.2 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” has the meaning given to it on the Cover Page;
“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;

“Event of Force Majeure” means an act of God, pandemics, endemics, 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 a Party, 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), 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;

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity;

"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;

"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;

"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;

"Representatives" means a Party's employees, lenders, counsel, accountants, auditors or other advisors or its credit support provider's employees, lenders, counsel, accountants, auditors or other advisors;

"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;

"Taxes" means goods and services taxes, value added taxes and any other taxes or governmental charges that are applicable to the Charges under 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

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

Natural Gas Services where the Product supplied is Natural Gas

- a. Perform analysis for historic consumption by site;
- b. Plan energy purchases as appropriate;
- c. Perform monthly nominations with the applicable pipeline/Distribution Company;
- d. Perform balancing operations as required;
- e. Monitor and report on current and future commodity pricing;
- f. 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: • 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: 353718

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).

Town of Two Hills

Alberta Municipal Services Corporation

Customer Legal Entity Name

Sheila Lupul

Dana Mackie

Authorized Representative

Authorized Representative

Acting CAO

Chief Executive Officer

Position

Position

 **Sheila Lupul**

Signature

Signature

26/05/2026

Date

Date

CRO Information Schedule

[illegible]

TRANSACTION CONFIRMATION

**THIS TRANSACTION CONFIRMATION MUST BE RETURNED TO AMSC SIGNED BY THE CUSTOMER BY:
12:00pm MOUNTAIN TIME ON July 31, 2026 (THE “DEADLINE”).**

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: 10630.1
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):

Electricity		Natural Gas	
☐	Electricity (Variable)	☐	Natural Gas (Variable)
☒	Electricity (Fixed Price)	☐	Natural Gas (Fixed Price)
☐	Electricity (Full Requirements)	☐	
☐	AMSC Small Microgen Solar Rate	☐	
☐	RECs	☐	

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

Provided that the executed copy is delivered to AMSC prior to the Deadline, this Transaction Confirmation is binding and effective on the date that AMSC acknowledges in writing receipt of an executed copy of the Transaction Confirmation from the Customer, upon which this Transaction Confirmation will attach to and form part of the Agreement. AMSC will provide a fully executed copy of the Transaction Confirmation to the Customer for the purpose of the Customer's records.

IN WITNESS WHEREOF, the Customer has executed this Transaction Confirmation as of the date below.

Town of Two Hills

Per: 

Name: Shelia Lupul

Title: Acting Chief Administrative Officer

Date 20/07/2026

Alberta Municipal Services Corporation

Per: 

Name: Dana Mackie

Title: Chief Executive Officer

Date 02/07/2026

SCHEDULE A

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

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.

“Aggregated Sites” has the meaning given to it in Section 1(1)(a.1) of the Micro-generation Regulation;

“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, HE 0100 to HE 0700 and HE 2400;
- 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;

“Large Micro-generation” has the meaning given to it in Section 1(1)(e) of the Micro-generation Regulation;

“Micro-generation” has the meaning given to it in Section 1(1)(g) of the Micro-generation Regulation;

“Micro-generation Regulation” means the *Micro-generation Regulation*, Alta Reg 27/2008, as amended from time to time;

“Micro-generator” has the meaning given to it in Section 1(1)(i) of the Micro-generation Regulation;

“Net Billing” has the meaning given to it in Section 1(1)(j) of the Micro-generation Regulation;

“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 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 each applicable month for the selected Price, as specified in Schedule B – Pricing Schedule under “Notional Monthly Quantity”;

“Sites” means the sites specified in Schedule C – Site Information Schedule and **“Site”** means any one of them;

“Small Micro-generation” has the meaning given to it in Section 1(1)(n) of the Micro-generation Regulation;

“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.

SALE OF ELECTRICAL ENERGY

AMSC agrees to sell to the Customer, and the Customer agrees to purchase from AMSC for the Sites, 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.

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 during the Deal Term.

In addition to the Price, the Customer agrees to pay to AMSC all other applicable fees, as set out in Schedule B – Pricing Schedule.

In Schedule C – Site Information Schedule, the Customer is required to specify its Sites subject to supply of electricity pursuant to this Transaction Confirmation.

The Customer acknowledges and agrees that the Price is based on, and applies to, the Notional Hourly Quantity for the Sites 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:

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

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.

SETTLEMENT DATA

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.

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.

AMSC shall be entitled to flow through any post final settlement corrections and the Customer agrees to pay:

any share of such settlement corrections directly attributable to the Customer; and

its pro-rata share of all such corrections which are not directly attributable to the Customer.

ELECTRICITY USAGE PROFILE

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:

Interval Meters;

Consumption Meters;

Unmetered Sites; or

any combination thereof.

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.

METERING AND DETERMINATION OF QUANTITIES

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.

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.

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.

ADDITION OR REMOVAL OF SITES

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. In the event the Site to be added or removed is an Aggregated Site, addition or removal in accordance with this Section may be required for all Aggregated Sites.

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.

MICRO-GENERATION

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, as alternatives to the exclusive supply of energy for the Sites.

Where any of the Sites are equipped with Micro-generation:
the Customer agrees to comply with all applicable Laws and requirements of the Distribution Company with respect to Micro-generation;
subject to the Settlement Code, the Distribution Company's determination of the volumes generated at a Site are binding on AMSC and the Customer;
AMSC will act as the electricity market participant and deal with the ISO in respect of the electrical energy generated by the Micro-generator, in accordance with Section 7(3) of the Micro-generation Regulation;

the rate paid to Micro-generators for electrical energy exported to the electricity grid will be:

in the case of Small Micro-generation, the same rate as electricity consumed from the electricity grid, as set out in Schedule B – Pricing Schedule;

in the case of Large Micro-generation, the Pool Price. for each billing period, AMSC will use Net Billing to determine, carry forward and settle amounts under this Transaction Confirmation; and,
if the Customer's net consumption in a billing period is zero, or results in a credit:

the Customer will still be responsible for the payment of all Other Charges; and,

any such credit will be carried forward to the next billing period in accordance with the Micro-generation Regulation.

At all times, AMSC and the Customer will comply with the Micro-generation Regulation, as applicable. Where a conflict or inconsistency arises between the terms of this Transaction Confirmation and the Micro-generation Regulation, the Micro-generation Regulation shall prevail to the extent of the conflict or inconsistency.

For clarity, nothing in this Section relieves the Customer from its purchase obligations with respect to the Notional Monthly Quantity specified in Schedule B – Pricing Schedule.

PRICING SCHEDULE FOR SALE OF ELECTRICITY (FIXED PRICE)

Customer No.: 353718

Transaction Confirmation No.: 10630.1

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 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: 01-01-2027

Deal End Date: 12-31-2029

Selection	Customer Initials	Fixed Price Product	Price	Hourly Profile
☒		Fixed Baseload 7x24	\$62.33 per MWh	Monday to Sunday from HE0100 to HE2400
☒		Extended Peak 7x16	\$62.33 per MWh	Sunday to Saturday, HE 0800 to HE 2300

Fixed Price 7x16 (MWh)					
	2026	2027	2028	2029	2030
January	0	2.48	2.48	2.48	0
February	0	1.792	1.856	1.792	0
March	0	2.48	2.48	2.48	0
April	0	2.4	2.4	2.4	0
May	0	2.48	2.48	2.48	0
June	0	2.4	2.4	2.4	0
July	0	2.976	2.976	2.976	0
August	0	2.48	2.48	2.48	0
September	0	1.92	1.92	1.92	0
October	0	1.984	1.984	1.984	0
November	0	2.4	2.4	2.4	0
December	0	1.984	1.984	1.984	0

Fixed Price 7x24 (MWh)					
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	2026	2027	2028	2029	2030
January	0	14.88	14.88	14.88	0
February	0	12.096	12.528	12.096	0
March	0	12.631	12.631	12.631	0
April	0	11.52	11.52	11.52	0
May	0	9.672	9.672	9.672	0
June	0	10.08	10.08	10.08	0
July	0	10.416	10.416	10.416	0
August	0	10.416	10.416	10.416	0
September	0	10.08	10.08	10.08	0
October	0	10.416	10.416	10.416	0
November	0	11.536	11.536	11.536	0
December	0	14.88	14.88	14.88	0

Other Applicable Fees:

1. **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 shall apply.
2. **Program Fee:** A program fee for Electricity (Fixed Price) of \$3.15/MWh delivered to your Association.

SCHEDULE C
SITE INFORMATION SCHEDULE

Meter Types (check all that apply):

☐ Interval (DIM) ☐ Cumulative (DCM) ☐ Unmetered

☐ Other (please specify): _____

Enrolment critical to have electrical energy: ☐ Yes ☐ No

If Yes, please specify: _____

Enrolment meter notes: _____

Enrolment on-site electrical energy generation: ☐ Yes ☐ No

List of Sites selecting Electricity (Fixed Price):

Site ID	Location Name	Service Address	Emergency Contact
0010001074018		5121 52 ST	
0010001076011		5201 45 AVE	
0010001076113		5203 45 AVE	
0010001083017		SW 32 54 12 4	
0010001560213		4712 50 ST	
0010001560315		4712 50 ST	
0010001560612		5009 50 AVE	
0010001573912		4602 51 AVE	
0010001574013		4604 51 AVE	
0010015383615		5201 50 AVE	
0010015387916		NW 31 54 12 4	
0010038456661		SE 5 55 12 4	
0010637746013		CHRISTMAS LIGHTS TWO HILLS	



Municipal Affairs and Housing Statutes Amendment Act

Information Guide
2026

Municipal Affairs and Housing Statutes Amendment Act, 2026: Information Guide | Municipal Affairs

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Proposed Changes at a Glance

This page provides a high-level overview of the proposed changes in **Bill 28, the *Municipal Affairs and Housing Statutes Amendment Act, 2026***.

The bill brings together a coordinated set of proposed updates to modernize municipal rules, improve clarity and consistency, and strengthen accountability. Rather than making one-off changes, the proposed legislation reflects how municipal systems work together in practice, from growth and housing, to transparency, to the governance of essential public institutions.

To help explain this approach, the proposed amendments are organized into five themes that reflect key areas of municipal life and the services Albertans depend on every day:

1. Growth and Housing – *How communities grow and new homes get built*
2. Assessment and Property Tax – *How properties are assessed and how local services are paid for*
3. Governance and Accountability – *Who is responsible and how local decisions are made*
4. Municipal Transparency – *how municipalities make decisions and operate day to day*
5. Public Institutions – *How essential public services are governed and protected*

Theme 1: Growth and Housing

- Aligns charter schools with other publicly funded school systems in access to reserve land
- Requires public reporting on development permit activity and timelines for municipalities with a population over 15,000
- Clarifies allowable off-site levy costs
- Expands off-site levy exemptions to charter and independent schools
- Supports automated permitting tools, and enables creation of a framework for Automatic Yes approvals
- Allows community design codes to streamline compliant developments
- Strengthens financial planning tools for housing management bodies
- Clarifies that provincially approved aggregate pit registrations prevail over municipal land-use decisions in defined circumstances

Theme 2: Assessment and Property Tax

- Prohibits higher residential property tax sub-classes based on occupancy status for Albertans
- Modernizes assessment rules for regulated properties
- Enables standardized assessment rates where appropriate
- Strengthens compliance and reporting requirements

Theme 3: Governance and Accountability

- Establishes a province-wide councillor accountability framework
- Introduces independent, third-party investigation of complaints
- Creates a roster of commissioners to hear appeals
- Requires complaints that may have a pecuniary interest to be referred to the courts
- Changes municipal viability votes to non-binding plebiscites

Theme 4: Municipal Transparency

- Requires public disclosure of municipal staff salaries above a threshold
- Allows specific identification of policing costs on property tax notices for eligible municipalities
- Refines province-wide expectations for councillor access to information
- Allows councils to manage substantial information requests through local policy
- Requires reporting to council when chief administrative officers use natural person powers outside established approvals
- Modernizes Business Improvement Area governance and administration

Theme 5: Public Institutions

- Amends the *Libraries Act* and *Libraries Regulation* to allow the Minister to initiate reviews or respond to complaints related to public libraries
- Allows ministerial guidance and non-binding guidelines to support public library governance
- Clarifies governance and oversight of municipally owned public utilities

Theme 1: Growth and Housing

When development rules are unclear or approvals take too long, it can slow housing construction, increase costs, and make it harder for communities to keep up with demand. Clear, predictable processes help municipalities support growth while maintaining local standards and community planning goals.

Bill 28 also includes related legislative changes led by other ministries that support housing and infrastructure development. These include updates to strengthen governance and long-term sustainability of seniors' lodge housing, as well as clarifications regarding how certain provincially approved resource developments interact with municipal land-use decisions.

Proposed changes

Improving access to land for charter schools

Charter schools accredited by the Ministry of Education and Childcare would be allowed to access municipal and school reserve land. This change aligns charter schools with public, separate and Francophone school systems, helping ensure families have fair access to publicly funded education options.

Charter schools are publicly funded schools within Alberta's education system that operate under a provincial charter and do not charge tuition.

Streamlining development approvals

Municipal Affairs will establish an "Automatic Yes" framework for low-risk development permits. These frameworks allow straightforward applications that meet established rules to move ahead without unnecessary delay, while higher-risk or complex projects continue to receive full review.

Improving transparency around permitting

Municipalities with more than 15,000 residents would be required to publicly report development permit activity and timelines. This gives residents, builders, and councils a clearer picture of how efficiently applications are processed and where delays may occur.

Reducing unnecessary studies and costs

The proposed changes would reduce unnecessary costs and delays in development approvals by limiting what municipalities can require and charge. This includes clarifying what costs may be included in off-site levy charges and expanding off-site levy exemptions for charter and independent schools. Future regulation will build on this work by examining the role of non-statutory studies in the development process to further streamline approvals.

Off-site levies are fees paid by developers to help fund infrastructure like roads, water, and wastewater systems needed to support new development.

Modernizing permitting tools

The proposed legislation supports the use of automated permitting tools. These tools can help municipalities process applications more efficiently, reduce paperwork, and improve consistency in decision-making.

Community design codes

The Minister would be able to set requirements for community design codes by regulation. Where adopted, these codes can help speed up approvals for developments that meet pre-established land-use and design standards, while preserving local decision-making.

Strengthening sustainability of seniors' lodge housing

Ministry of Assisted Living and Social Services

Consequential amendments to the *Municipal Government Act* would support updates to the *Alberta Housing Act* aimed at improving the long-term sustainability of seniors' lodge housing. These changes would establish requirements for capital maintenance reserve funds for lodge assets, allow capital reserve contributions to be requisitioned from municipalities where appropriate, and strengthen governance practices for Housing Management Body boards.

Clarifying provincial authority over aggregate pit approvals

Ministry of Environment and Protected Areas

Proposed amendments to the *Municipal Government Act* would clarify how municipal land-use decisions interact with provincially approved aggregate pit registrations under the *Environmental Protection and Enhancement Act*. A new section would require municipalities to approve a development permit where an aggregate pit registration has been approved by the province, aligning with existing provisions that give certain provincial regulatory approvals precedence over municipal planning decisions. This change helps provide greater certainty for aggregate development and supports the timely availability of materials needed for housing, infrastructure, and community growth.

Theme 2: Assessment and Property Tax

When assessment rules are unclear, it can undermine confidence in the system and create frustration for property owners and municipalities alike. Clear, consistent assessment and taxation rules help ensure everyone is treated fairly and that municipalities have stable, reliable revenue to deliver services.

Proposed changes

Fairness in residential property taxation

The proposed changes would prohibit higher residential property tax sub-classes based on occupancy status for Albertans, such as vacancy-style taxes. Similar homes for Albertans would continue to be taxed in the same way, regardless of whether they are occupied full-time or part-time. This reinforces a consistent, province-wide approach to residential property taxation.

Modernizing regulated property assessment

Assessment rules for industrial properties have remained largely unchanged since 2005. Proposed changes will enable these rules to be modernized, building on several years of collaboration with municipalities and industry to review the foundational policies for regulated assessment.

Standardized assessment rates

Greater use of standardized assessment rates would be enabled where appropriate for regulated properties. This increases the efficiency of assessment and improves predictability for municipalities and property owners.

Improved compliance and reporting

The proposed changes introduce penalties for owners who do not provide required assessment information on time. Timely and accurate reporting helps ensure assessments are fair and based on complete information.

The proposed assessment changes for regulated properties are forward-looking. New rules would apply only to newly reported properties, new additions to existing facilities, and new standardized rates developed as part of upcoming reviews for each regulated property type. Assessments for existing major facilities would remain unchanged.

The changes are anticipated to take effect January 1, 2027.

Theme 3: Governance and Accountability

Local government works best when roles and expectations are clear. Residents expect elected officials to act professionally, make decisions in the public interest, and be accountable for their conduct.

When standards are unclear or applied inconsistently, it can undermine confidence in local decision-making and distract councils from focusing on community priorities. Clear, province-wide expectations help support professionalism, fairness, and public trust in municipal government.

Proposed changes

Province-wide councillor accountability framework

The proposed legislation would establish a consistent, province-wide framework setting out standards of conduct for municipal councillors. The framework would cover matters such as pecuniary interest, unauthorized use of municipal assets, disclosure of confidential information, egregious behaviour, threatening behaviour and improper use of influence.

Future regulations and guidance will support implementation of the framework, including expectations for council meeting procedures.

Independent investigation of complaints

Complaints under the proposed accountability framework would be investigated by an independent third party selected by the municipality from a roster appointed by the province. This helps ensure concerns are handled impartially and consistently, without placing municipalities in the position of investigating their own councillors. Investigation costs would be funded by municipalities.

The Minister would also be able to initiate an investigation where necessary. In such instances, the investigation would be paid for by the ministry.

Appeals and outcomes

A roster of appeals commissioners would be appointed to hear appeals related to investigation determinations by council. The Minister would retain discretion to accept, reject, or adjust recommendations of the appeal commissioner, helping ensure outcomes are fair and proportionate.

Where a valid complaint may involve a pecuniary interest matter and a councillor refuses to resign, the matter must proceed to court.

Updates to municipal viability reviews

As part of a municipal viability review, residents may vote on whether to remain a municipality or dissolve into a surrounding county. The proposed changes would make these votes non-binding plebiscites, maintaining Cabinet's role in making final decisions. Making votes non-binding allows Cabinet to consider community input alongside sustainability and regional impacts.

Theme 4: Municipal Transparency

Albertans expect openness from their local government. Residents want to understand how public dollars are used, councillors need access to information to do their jobs, and councils need clear rules about roles and responsibilities.

Proposed changes

Public disclosure of municipal staff salaries

Municipalities would be required to publicly disclose the salaries of municipal staff above a threshold. This aligns municipal practices with existing provincial disclosure standards for the public sector and improves transparency around how public funds are used.

Clearer visibility of policing costs

Municipalities included under the provincial policing contract with the RCMP would be allowed to show policing costs as a separate line on property tax notices.

Managing large or complex information requests

Councils would be allowed to adopt local policies to manage substantial or complex information requests in a practical way. These policies could set thresholds, approval processes, and reporting expectations, helping municipalities balance transparency with administrative capacity.

Reporting the use of natural person powers

When a CAO uses “natural person powers” outside existing bylaws or council resolutions, they would be required to report that action to council in writing within 14 days, or by the next council meeting.

Exceptions apply for routine operations, personnel matters, emergencies, and legal advice. The reporting requirement would apply when a CAO initiates litigation on behalf of the municipality.

Natural person powers are the basic legal authorities that allow municipalities to act like individuals, including entering contracts, hiring staff, or taking legal action.

Modernizing Business Improvement Area (BIA) governance

Bill 28 would reduce unnecessary red tape for Business Improvement Areas (BIAs) by providing greater flexibility in board appointments, notifications, and budget adjustments, while maintaining accountability to the businesses that fund and rely on them.

Business Improvement Areas (BIAs) are local organizations made up of businesses in a defined area that work together to support and improve their commercial districts, often through events, beautification, and promotion.

Theme 5: Public Institutions

Clear, consistent rules help ensure public institutions reflect community values, protect vulnerable users, and operate with appropriate oversight. They also help municipalities manage essential services responsibly and plan for long-term sustainability.

Proposed changes

Public library reviews, complaints and guidance

Bill 28 would amend the *Libraries Act* and Libraries Regulation to allow the Minister to initiate reviews or respond to complaints related to public libraries. This provides a clear, consistent process to address concerns and support accountability across Alberta's library system. The proposed legislation would also allow ministerial guidance through non-binding guidelines to support public library governance.

Building on these changes, further work will support age-appropriate access to library materials with explicit visual content, with additional details to be introduced through future regulation.

Clarifying governance of municipal public utilities

Proposed amendments would clarify how municipalities govern and oversee municipal public utilities, such as water and wastewater services

The legislation would allow the Lieutenant Governor in Council to make regulations, including:

- Directing one or more municipalities to transfer ownership or control of a municipal public utility to a public utility entity
- Establishing governance requirements for public utility corporations
- Providing additional direction needed to carry out the intent of the regulation

Next Steps

If passed, **Bill 28, the *Municipal Affairs and Housing Statutes Amendment Act, 2026***, would bring proposed changes into effect at different times, depending on the provision. This phased approach helps ensure municipalities, boards, and service providers have time to prepare and implement the changes smoothly.

Coming into force

Upon Royal Assent

Unless stated otherwise, most of the proposed amendments would come into force on Royal Assent. This includes changes related to:

- Growth and housing
- Governance and accountability
- Municipal transparency

Regulated property assessment changes

Updates to the regulated property assessment framework are proposed to take effect on January 1, 2027. These changes would apply prospectively only, meaning:

- New rules would apply to newly reported properties or new additions
- Existing assessments for major facilities would remain unchanged

Regulations

Some elements of the proposed legislation would be supported by future regulations. This includes:

- Requirements related to community design codes
- Councillor accountability framework
- Governance frameworks for public utility corporations

Ongoing engagement

As implementation moves forward, Alberta's government will continue to work with municipalities, library boards, and other partners to support a smooth transition and address practical considerations as they arise.



Council Report

Here are the numbers for May to July of 2026. Last year's numbers are included for comparison where available. Please distribute to council members. Any questions, please ask. If there is something else you would like me to report, please let me know. E-Resource Users include hoopla & OverDrive, and CloudLibrary. E-resource Circulations include e-books, e-audiobooks, magazines, comics, movies, music and TV.

July 2026 patron counts shown are as of Aug 12.

Month	Visitors (Door Count)	Curbside Pick Up (Users)	Items out in van run	eResource Users	eResource Circulation	Website Users	Website Sessions	Web pages visited	Public Wireless Users	Public Wireless Sessions	Public Computer Users	Public Computer Sessions	Town Patrons	County Patrons
Jul '26	1028	3	412	64	406	260	266	322	52	805	49	177	303	305
Jul '25	823	2	422	41	176	569	569	696	39	715	47	57	278	271
Jun '26	856	20	439	45	209	288	289	345	90	833	53	93		
Jun '25	673	25	393	36	152	279	285	322	44	605	32	38	270	268
May '26	605	20	431	45	191	271	274	312	57	569	20	43		
May '25	709	32	378	35	158	230	240	292	44	564	42	46	266	266

Outreach/Community Awareness Activities: Visits to colony schools in May & June, Welcome to Kindergarten at THS and THMS

Events: TRES "Between the Lines" June & July, ***"no end to our looking" ON NOW til Aug 26***

Programming: Summer Reading Program; Storytimes; Craft activity days; joint activities with FRN in May and June, with FCSS in July

YOU'RE INVITED!

The Alberta Foundation for the Arts
Travelling Exhibition Program
TREX Central & Northeast

...no end to our looking

A travelling exhibition of 20 artworks from the Alberta Foundation for the Arts collection

The Alberta Foundation for the Arts Travelling Exhibition *...no end to our looking*, featuring works from the collection of the Alberta Foundation for the Arts, explores the enduring legacy of the still life as this subject has been expressed by artists in Alberta over the past forty years. Presenting an eclectic mix of styles and media, the works in this exhibition not only invite reflection concerning the objects represented but also ask viewers to look long and hard at the objects actually around them: to truly experience the shapes, textures, colours and meanings of the material articles which surround them and help define their lives.

Venue: Alice Melnyk Public Library

Dates: 30 July to 26 August

Contact: Betty Lou Kobe

Phone: 780-657-3553

Address: 5009 Diefenbaker Ave

Two Hills AB



Alberta



Stan Phelps
Still Life with Greeting Cards, 1982
Acrylic on canvas
Collection of the Alberta Foundation for the Arts

Curated by Shane Golby, TREX Central & Northeast

Produced by the Art Gallery of Alberta

Funded by the Alberta Foundation for the Arts

TREX Central & Northeast Program Manager

Steven Teeuwsen

780.428.3830 ext. 2

steven.teeuwsen@youraga.ca

youraga.ca/trex



REQUEST FOR DECISION

AGENDA ITEM NO: 9) a



TOWN OF TWO HILLS COUNCIL MEETING

Meeting Date: Tuesday August 18, 2026	Department: Bylaw
Title: Amendment to the Community Standards Bylaw	Subject: Weed Control

STRATEGIC ALIGNMENT

 	 	 	 	 	
Economic Development	Infrastructure	Partnerships	Community Building	Population Growth &	OTHER

How this RFD meets the Strategic Plan Goals:

Improve Quality of Life and under #7. Governance - Align the Strat Plan with Policies, Bylaws and Budgets. This Amendment ensures care is taken of our Community by upholding Community Standards and adapting them to new threats.

Ref Bylaw/Policy #: Amending#2023-1032 Community Standards

Background Information:

Goat Weed is being found on some properties in the Town of Two Hills. Remedy needs to occur to ensure the invasive and easily spread wind-born seeds do not overtake the area and affect the native eco system.

Discussion:

Communication Plan:

RECOMMENDED ACTION(S):

MOVED by _____ that Bylaw No. 2026-1074 to Amend the Community Standards Bylaw 2023-1032 be given first reading this 18th day of August 2026.

MOVED by _____ that Bylaw No. 2026-1074 to Amend the Community Standards Bylaw be given second reading this 18th day of August 2026.

MOVED by _____ that Bylaw No. 2026-1074 to Amend the Community Standards Bylaw 2023-1032 has been given Unanimous Consent to proceed with the third and final reading on this 18th day of August 2026.

MOVED by _____ that Bylaw No. 2026-1074 to Amend the Community Standards Bylaw 2023-1032 be given third and final reading this 18th day of August 2026.

ATTACHMENTS: BYLAW # 2026-1074

DISTRIBUTION: Council



BYLAW NO. 2026-1074
OF THE
TOWN OF TWO HILLS

A BYLAW OF THE TOWN OF TWO HILLS, IN THE PROVINCE OF ALBERTA TO AMEND THE
COMMUNITY STANDARDS BYLAW # 2023-1032.

WHEREAS, pursuant to the *Municipal Government Act*, a Council may pass bylaws for municipal purposes respecting the following matters:

the safety, health and welfare of people and the protection of people and property;

nuisances, including unsightly property;

people, activities and things in, on or near a public place or a place that is open to the public; and

the enforcement of bylaws;

AND WHEREAS, pursuant to the *Safety Codes Act*, a Council may pass bylaws respecting the following matters:

minimum maintenance standards for buildings and structures; and

unsightly or derelict buildings or structures;

NOW THEREFORE the Council of the Town of Two Hills, in the Province of Alberta, duly assembled, enacts as follows:

PART I - DEFINITIONS AND INTERPRETATION

Bylaw Title

This bylaw shall be known as the "Community Standards Bylaw".

Definitions

(t) "Noxious Weeds" means Noxious Weeds as defined in the Weed Control Act.

(u) "Regulated Weeds" Weeds that are not defined in the Weed Control Act. But are highly invasive and/or spread aggressively via large, wind-borne seed heads that need to be controlled to protect native ecosystems.

PART III - PROPERTY STANDARDS AND MAINTENANCE

Nuisance on Property

(g) noxious or regulated weeds;

(i) noxious weeds, defined in the Weed Control Act, shall be remedied as outlined in the Act and include;

(a) Manual Removal: Pulling young plants by the roots is effective. For mature plants that have already flowered, carefully bag and dispose of the fluffy seed heads to prevent wind-spreading before pulling the rest of the plant.

(b) Chemical Treatment: Heavily infested properties, may require treatment of selective broadleaf herbicides as recommended in the Alberta Weed Control.

(ii) regulated weeds, while not controlled by the Alberta Weed Control Act, still require measures to ensure they do not threaten the native ecosystem. Those measures include;

(a) Regular Mowing to stop seed head production to ensure the weeds are maintained no longer than the 15cm standard.

(b) Manual Removal: Pulling young plants by the roots is effective. For mature plants that have already flowered, carefully bag and dispose of the fluffy seed heads to prevent wind-spreading before pulling the rest of the plant.

(c) Chemical Treatment: Heavily infested properties, may require treatment of selective broadleaf herbicides as recommended in the Alberta Weed Control.

READ the first time this 18th Day of August, 2026.

READ the second time this 18th Day of August, 2026.

Unanimous Consent Received for the Third and Final Reading this 18th Day of August, 2026.

READ for a third and final time this 18th Day of August 2026.

TOWN OF TWO HILLS

M. Tarkowski, MAYOR

S. Lupul, INTERIM CAO

REQUEST FOR DECISION

AGENDA ITEM NO: 10) a



TOWN OF TWO HILLS COUNCIL MEETING

Meeting Date: Tuesday August 18, 20206

Department: Administration

Title: THIC Power Request for Chomlak Park

Subject: Adding Power Outlet to Power Pole in Chomlak Park

STRATEGIC ALIGNMENT

					
Economic Development	Infrastructure	Partnerships	Community Building	Population Growth &	OTHER

How this RFD meets the Strategic Plan Goals:

Strengthens Civic Engagement

Ref Bylaw/Policy #:

Background Information:

Discussion:

Currently a Power Outlet exists at the Ball Park and costs on average are 169.37 per month or \$ 1016.23 so far in 2026.

Communication Plan:

RECOMMENDED ACTION(S):

_____ MOVES to approve the Two Hills Improvement Committee's Request to approach ATCO to obtain information on the feasibility of adding a power outlet to the existing light pole in Chomlak Park.

ATTACHMENTS: Letter of Request from THICC
6 Month - Power Costs

DISTRIBUTION: Council Meeting Tuesday August 18,
2026



BYLAW NO. 2026-1075
OF THE
TOWN OF TWO HILLS

A BYLAW OF THE TOWN OF TWO HILLS, IN THE PROVINCE OF ALBERTA TO AMEND THE SPECIAL
TAX FOR MEDICAL INCENTIVE BYLAW # 2026-1065.

WHEREAS, under the provisions of the Municipal Government Act, the Council of the Town of Two Hills, Alberta, may impose a special tax bylaw to raise revenue to pay for medical incentives, upon all lands within the boundaries of the Town of Two Hills that will benefit from medical services;

AND WHEREAS the Council of the Town of Two Hills, Alberta estimates the cost for recruitment and retention of medical personnel for the 2026 taxation year to be \$32,196.89;

AND WHEREAS the Council of the Town of Two Hills, Alberta deems it necessary to levy special tax rates in accordance with Section 382(1)(h) of the Municipal Government Act, RSA 2025, Chapter M-26 to pay the amount required for the recruitment and retention of medical personnel in the 2026 taxation year, as reflected in the Town's budget for the 2026 taxation year;

NOW THEREFORE under the authority of the Municipal Government Act, the Council of the Town of Two Hills in the Province of Alberta enacts as follows:

That the Town of Two Hills rectify the clerical error in the original bylaw and that the levy rate to be 49.91 per parcel.

READ the first time this 18 Day of August, 2026.

READ the second time this 18 Day of August, 2026.

Unanimous Consent Received for the Third and Final Reading this 18 Day of August, 2026.

READ for a third and final time this 18 Day of August, 2026.

TOWN OF TWO HILLS

M. Tarkowski, MAYOR

S. Lupul, INTERIM CAO

REQUEST FOR DECISION

AGENDA ITEM NO: 9) c



TOWN OF TWO HILLS COUNCIL MEETING

Meeting Date: August 18, 2026	Department: Administration
Title: Bylaw #2026-1065	Subject: Amend to Special Medical Incentive Tax Bylaw #2026-1065

STRATEGIC ALIGNMENT

 	 	 	 	 	
Economic Development	Infrastructure	Partnerships	Community Building	Population Growth &	OTHER

How this RFD meets the Strategic Plan Goals:

Rectify a Clerical Error

Ref Bylaw/Policy #: 2026-1075 Amend to Special Tax for Medical Incentive Bylaw #2026-1065

Background Information:

Discussion:

Communication Plan:

RECOMMENDED ACTION(S):

MOVED by _____ that Bylaw No. 2026-1075 to Amend the Special Tax for Medical Incentive Bylaw #2026-1065 be given first reading this 18th day of August 2026.

MOVED by _____ that Bylaw No. 2026-1075 to Amend the Special Tax for Medical Incentive Bylaw #2026-1065 be given second reading this 18th day of August 2026.

MOVED by _____ that Bylaw No. 2026-1075 to Amend the Special Tax for Medical Incentive Bylaw #2026-1065 be given Unanimous Consent to proceed with the third and final reading on this 18th day of August 2026.

MOVED by _____ that Bylaw No. 2026-1075 to Amend the Special Tax for Medical Incentive Bylaw #2026-1065 be given third and final reading this 18th day of August 2026.☐

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ATTACHMENTS: Bylaw #2026-1075

DISTRIBUTION: Council & Public

July 22, 2026

Town of Two Hills Council and Administration

Re: Request for Permission to Pursue Installation of an Electrical Outlet at Chomlak Park

Dear Mayor and Council,

On behalf of the Two Hills Improvement Committee, we respectfully request the Town's permission to contact ATCO regarding the installation of an electrical outlet on the existing power pole located at Chomlak Park.

Over the past while, Chomlak Park has become a gathering place for residents and visitors alike. People meet there to enjoy picnic lunches and visit with friends. We believe that access to electricity would provide opportunities to further enhance this community space.

An electrical outlet would allow for seasonal displays, such as Christmas lights and decorations, as well as support other community enhancements and special events that contribute to the beauty and enjoyment of the park.

With the Town's permission, the Committee would like to approach ATCO to determine the feasibility of the project and to inquire whether ATCO would consider donating the installation of the electrical outlet as a contribution to the community. We understand that any installation would require ATCO's approval and would comply with all applicable safety and electrical standards.

Should ATCO be unable to provide the installation as a donation, we respectfully ask whether the Town would be willing to consider funding the installation so this community enhancement project can move forward. We would, of course, report ATCO's response and any cost estimates back to Council before any further decisions are made.

Thank you for considering this request. We appreciate the Town's continued support of projects that enhance our community and look forward to working together to improve one of Two Hills' valued public spaces.

Sincerely,

Two Hills Improvement Committee

Transalta A		Jan to Dec			Power Usage			
			Current Charge	Delivery Charge	Other Charge	Subtotal	GST	Total
Jan	Ball Park	5201 45 Ave	\$ 11.00	\$ 132.98	-\$ 0.23	\$ 143.75	\$ 7.19	\$ 150.94
Feb	Ball Park	5201 45 Ave	\$ 11.00	\$ 114.10	\$ 0.55	\$ 125.65	\$ 6.31	\$ 131.96
Mar	Ball Park	5201 45 Ave	\$ 11.00	\$ 111.49	-\$ 0.56	\$ 121.93	\$ 6.13	\$ 128.06
April	Ball Park	5201 45 Ave	\$ 11.00	\$ 145.25	\$ -	\$ 156.25	\$ 7.81	\$ 164.06
May	Ball Park	5201 45 Ave	\$ 11.00	\$ 145.25	\$ -	\$ 156.25	\$ 7.81	\$ 11.55
June	Ball Park	5201 45 Ave	\$ 11.16	\$ 244.28	\$ -	\$ 255.44	\$ 12.78	\$ 268.22
July	Ball Park	5201 45 Ave	\$11.84	\$141.04	\$0.87	\$153.75	\$7.69	\$161.44
Total						\$ 1,113.02	\$ 55.72	\$ 1,016.23



**TOWN OF TWO HILLS
COUNCIL MEETING**

Meeting Date: Tuesday August 18, 2026	Department: Administration
Title: PROCLAMATION	Subject:

STRATEGIC ALIGNMENT

 	 	 	 	 	
Economic Development	Infrastructure	Partnerships	Community Building	Population Growth & Retention	OTHER

How this RFD meets the Strategic Plan Goals:

Ref Bylaw/Policy #:

Background Information:

Traditionally the Town of Two Hills has recognized the efforts of our Economic Development Officer and continue to support them through this Proclamation.

Discussion:

Communication Plan:

RECOMMENDED ACTION(S):

ATTACHMENTS: PROCLAMATION	DISTRIBUTION:
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**PROCLAMATION
ALBERTA DEVELOPMENT OFFICERS WEEK
SEPTEMBER 15th TO SEPTEMBER 18th, 2026**

WHEREAS, A Development Officer is a current planning and development specialist with knowledge in current legislation, policy and bylaws, systems and technical requirements for physical development within communities in the Province of Alberta. A Development Officer enforces and administers land use regulations and policies on behalf of a municipality and is designated to the position of Development Authority by the municipality as defined by the Municipal Government Act, RSA 2000, Chapter M-26.

WHEREAS the Alberta Development Officers Association, representing professional Development Officers in Alberta, endorses Alberta Development Officers Week to recognize sound development and planning practices and the contribution made by Development Officers to the quality of development within our communities and environment; and,

WHEREAS Alberta Development Officers Week helps us to publicly recognize the work of our municipal colleagues in planning and development for the improvement of the Town of Two Hills; and,

WHEREAS we recognize Development Officers and their commitment to public service; and,

NOW, THEREFORE, I, Michael Tarkowski, do hereby proclaim the week of September 14th to September 18th, 2026, to be designated as Alberta Development Officers Week in the Town of Two Hills.

Proclaimed this ____ day of _____, 2026

SEAL

Mayor



Town of Two Hills Councillor Report

Date: Aug 12/2026

ACE Water Corporation

Water has been shut of to Myrnam and Derwent as work is commencing on the line.

Budget/Bylaw Policy

Emergency Management

HUB-Northeast Alberta Information

NAAGO – NE AB Alliance for Growth & Opportunity

Health committee working on a reply to the Minister

Extra Notes/Alternate

Aug 9- Adult Learning, Next meeting Sept 10, AGM Sept 23

Meeting with Minister Willams

Meeting with Department of Transportation

CO-OP Market square opening



Town of Two Hills Councillor Report

Date: August 13/26

Airport Commission

Met June 22
Approved use of airport for drag racing with conditions
Discussed reinvestment of GIC's

Budget/Bylaw/Policy

EDC – Lakeland Go East

Met August 12
Discussed development of an information package to advertise to perspective businesses

Emergency Management

Regional Economic Development Committee (REDC)

SAC – Sports Activity Council

Extra Notes/Alternate

Attended Council open house June 22
Attended committee of the whole meeting on July 28



Town of Two Hills Councillor Report

Eagle Hill Foundation

Held July 28th
Hillside Lodge
Occupancy: 17 Vacancies: 23 Move Out: 1 Move in: 1
Eagle View Lodge
Occupancy: 14 Vacancies:23 DSL3: 5 out of 9 are filled
Eagle Hill Lodge
Occupancy: 21 Vacancies: 9 Potential Move Ins: 2

FCSS – Family & Community Support Services

Scheduled for August 17 th

Space Education Centre

Extra Notes/Alternate

Adult Learning Council
