



AGENDA
TOWN OF TWO HILLS
25 March 2025 6:00 PM in Council Chambers
Regular Council Meeting

- 1) CALL TO ORDER
- 2) ADOPTION OF AGENDA
- 3) ADOPTION OF MINUTES
 - a) Regular Council Meeting Minutes of 11 March 2025
- 4) DELEGATION
- 5) OPEN FORUM
- 6) ADMINISTRATIVE REPORTS
 - a) CAO Report
- 7) CORRESPONDENCE
 - a) Two Hills Health Centre Foundation
 - c) Alberta Rural Health Week 2025 News Release
 - d) Comparing Public Works to private contractors: Vegreville Land Lease
 - e) ACE 25 Spring Water Newsletter
- 8) OLD BUSINESS
 - a) Apex Utilities Inc- Town of Two Hills Franchise Agreement
 - b) IMPTSG - Town of Two Hills Agreement updated
 - c) Two Hills Assessment Summary Reports 2023 (2024 Tax Year) and 2024 (2025 Tax Year)
 - d) Renewal contract with Wainwright Assessment Group
 - e) Sidewalk Trip Hazard Repair
 - f) North Saskatchewan Watershed Alliance (NSWA) - 2025 Municipal Contribution
 - g) Policing Cost Share Under the Police Funding Model (PFM) Regulation
 - h) Education Property Tax
- 9) BYLAWS & POLICIES
 - a) Garbage Service Bylaw
- 10) NEW BUSINESS
 - a) Commercial Development, Traffic Impact Assessment - Draft Report
- 11) COUNCIL MEMBER REPORTS
 - a) Councillor A. Romaniuk
 - b) Councillor M. Tarkowski
 - c) Councillor E. Sorochan
- 12) NEXT MEETINGS
 - a) Regular Council Meeting Tuesday 8 April 2025
- 13) CLOSED SESSION
FOIPP Act 16(1)(2) & 25; 27 -Section 17-1 **YES**
- 14) ADJOURNMENT



TOWN OF TWO HILLS

Minutes of the Regular Meeting of Council for the Town of Two Hills



held on 11 March at 1:00 PM in Council Chambers

Regular Council Meeting

PRESENT: Deputy Mayor S. Rajoo, Councillor A. Romaniuk, Councillor M. Tarkowski, CAO A. Kozakiewicz, CFO S. Lupul, M.C. C. Eliezer, EDO B. Ross, Foreman T. Stefiuk, Sergeant D. Henry, and a member of the Public- G. Neufeld

CALL TO ORDER: Deputy Mayor S. Rajoo called the Regular Town Council Meeting to order at 1:00 PM.

CARRIED

ADOPTION OF AGENDA:

2025-065 **MOVED** by Councillor M. Tarkowski to accept the agenda with the additions:
1. 10 c) Rural Transit Solution Fund

CARRIED

ADOPTION OF MEETING MINUTES:

2025-066 **MOVED** by Councillor A. Romaniuk to accept the minutes of the Regular Council Meeting minutes held on 25 February 2025.

CARRIED

2025-067 **MOVED** by Councillor M. Tarkowski to accept the minutes of the Committee of the Whole held on 26 February 2025.

CARRIED

DELEGATION:

1-Sergeant David Henry, Detachment Commander of the Two Hills RCMP, briefed the Council on various activities of the law enforcement agency aimed at making the community safer, some of their challenges, and answered questions.

2- Mr. Gerard Neufeld asked the Council to waive his tax penalty.

The Council is to decide on his case on 25 March.

ADMINISTRATIVE REPORTS:

Public Works Report

The Public Works Report was provided to the Council in advance for their review.



2025-068 **MOVED** by Councillor A. Tarkowski that the Public Works Report be acknowledged and incorporated into the minutes. **CARRIED**

Economic Development Officer Report

The Economic Development Officer Report was provided to Council in advance for their review.

2025-069 **MOVED** by Councillor A. Romaniuk that the Economic Development Officer's Report be acknowledged and incorporated into the minutes **CARRIED**

Chief Administrative Officer Report

The Chief Administrative Officer's Report was provided to Council in advance for their review.

2025-070 **MOVED** by Councillor A. Romaniuk that the Chief Administrative Officer's Report be acknowledged and incorporated into the minutes **CARRIED**

Chief Financial Officer Report

The Chief Financial Officer's Report was provided to Council in advance for their review.

2025-071 **MOVED** by Councillor M. Tarkowski that the Chief Financial Officer's Report be acknowledged and incorporated into the minutes **CARRIED**

CORRESPONDENCE:

2025-072 **MOVED** by Councillor A. Romaniuk that correspondence be accepted as information. **CARRIED**

BYLAWS & POLICIES

2025-1051 ATB Borrowing Bylaw

ATB Financial requires the Town of Two Hills to submit a borrowing bylaw to establish a line of credit to finance its operating expenditures until the collection of current taxes. This is in accordance with the Municipal Government Act (MGA), which permits municipalities to borrow for such purposes.

2025-073 **MOVED** by Councillor M. Tarkowski that the Council approve the first reading of Bylaw No. 2025-1051 on the 11th day of March 2025. **CARRIED**

2025-074 **MOVED** by Councillor A. Romaniuk that the Council approve the second reading of Bylaw No. 2025-1051 on the 11th day of March 2025. **CARRIED**

2025-075 **MOVED** by Deputy Mayo S. Rajoo that the Council gives unanimous consent for a third and final reading of Bylaw No. 2025-1051 on the 11th day of March 2025.

UNANIMOUSLY CARRIED

2025-076 **MOVED** by Councillor M. Tarkowski that the Council the third and final reading of Bylaw No. 2025-1051 on the 11th day of March 2025.

CARRIED

NEW BUSINESS:

2025-077 **MOVED** by Councillor M. Tarkowski that the Town of Two Hills enter into a monthly payment agreement with the owner of LLD 0728927;3;19 including all penalties applied.

CARRIED

2025-078 **MOVED** by Councillor A. Romaniuk that the Council send Councillor M. Tarkowski and all other employees at the discretion of the CAO to Medicine Hat to attend the EATC Local to Global Forum from 23 to 25 April 2025.

CARRIED

2025-079 **MOVED** by Councillor M. Tarkowski that the Town of Two Hills give a letter of support to Saddle Lake Cree Nation for the Rural Transit Solution Fund.

NEXT MEETINGS

Regular Council Meeting Tuesday, 25 March 2025, at 6:00 PM.

CLOSED SESSION

2025-080 **MOVED** by Deputy Mayo S. Rajoo that Council move the meeting to closed session at 2:32.

AT 2:40 PM: **Left Chambers:** Deputy Mayor S. Rajoo

AT 2:45PM: **Returned to Chambers:** Deputy Mayor S. Rajoo

2025-081 **MOVED** by Deputy Mayo S. Rajoo that Council move the meeting out of session at 3:01.

ADJOURNMENT

With all items on the agenda having been addressed, Councillor M. Tarkowski adjourned the Regular Meeting at 3:01.

Leonard Ewanishan, Mayor

Adam Kozakiewicz, CAO

1. A session by the Alberta's Ministry of Jobs, Economy, and Trade (JET) in respect to Child Care Needs Assessment
2. Signed contract for the 'Municipal Electricity Generation (MEG) Program Funding Agreement- MEG-036'
3. Signed contract for the "Electric Vehicle Charging Program (EVCP)" Funding Agreement
4. RMA Conference
5. Demo for Development Permit Changes in eSITE
6. Towsuite user training
7. Completed 2 Duplex permits (4 units)
8. Completed the permit for the PW Shop
9. Completed the List of Two RFD for this meeting
10. Issued 2 addendums for RFD
11. RFD Closed March 21, 2025



Town of Two Hills

MAR 12 2025

RECEIVED

Town of Two Hills

PO Box 630
Two Hills, AB T0B 4K0



Re: 5th Annual Two Hills Health Centre Foundation Charity Golf Classic

The Two Hills Health Centre Foundation will be hosting a Charity Golf Classic at Two Hills Lions Golf and Country Club to be held on **June 21, 2025**

Join us for a full 18 holes of golf, BBQ lunch, delicious dinner, raffle, & live auction!
The proceeds from this event will be directed to the Two Hills Health Centre to purchase new furniture for Long Term Care.

Any donations of team prizes, raffle prizes, auction items, cash donations, lunch sponsors, dinner sponsors or hole sponsors would be welcome and greatly appreciated.

Please fill out the form on the reverse side of this page if you are donating, sponsoring a hole, or golfing. Return completed forms to the Two Hills Health Centre Foundation via email, mail or in person at the Two Hills Health Centre.

To ensure all sponsorships & donations are appropriately recognized, we ask that you contact us and/or forward your sponsorship/donation by May 31, 2025

If you require further information please contact Brittany at 780-657-3054

Thanks in advance for your consideration of this matter.

Sincerely,

Committee for the 2025 Charity Golf Classic

**Two Hills Health Centre Foundation
Box 160, 4401 – 53 Avenue
Two Hills, AB T0B 4K0**

Email: THHCFoundation@outlook.com

- ☐ Yes I would like to **sponsor** a hole in the Two Hills Health Centre Foundation Charity Golf Tournament at Two Hills lions Golf and Country Club.

Hole Sponsorship is \$125.00, the following benefits are included:

- Opportunity to have a booth or tent at your sponsored hole and connect with your customers.
- Business name tee or green hole signage at the golf event.
- Opportunity to provide a gift, coupon or other logo item to patrons of the golf event.
- Name recognition in press release to local media.

- ☐ Yes I would like to **donate** to the Two Hills Health Centre Foundation.

☐ Cash Donation: \$_____

☐ Item Donation: _____

- ☐ Yes I would like to **register a team** in the Two Hills Health Centre Charity Golf Tournament. \$125.00 per person (Includes 18 Holes, Lunch and Dinner).

Business Name: _____
***for Sponsors** Please write Business name the way you want it recognized in media*

Contact Name: _____

Phone Number: _____

Email: _____

Signature: _____

Golfer #1: _____

Golfer #2: _____

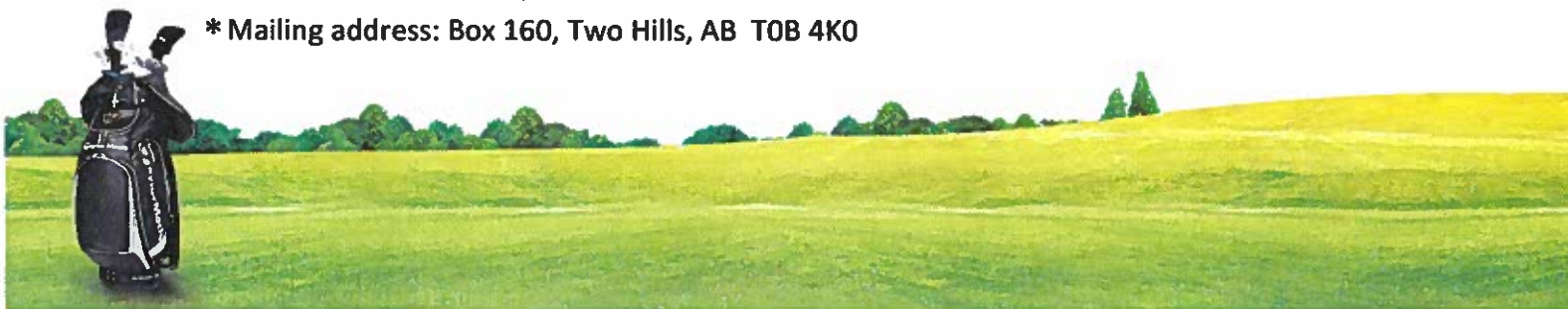
Golfer #3: _____

Golfer #4: _____

****Golf Carts****

After you have fully registered for the tournament, we ask that you please contact the **Two Hills Lions Golf & Country Club** at **780-657-3451** and book in your cart as soon as possible. If you require further assistance please contact Brittany.

- * Registration Fees, Donations, & Sponsorships can be made by cash, cheque or by e-transfer.
- * E-transfers can be sent to THHCFoundation@outlook.com (please include your name in the comments)
- * Cheques can be made payable to the Two Hills Health Centre Foundation.
- * Mailing address: Box 160, Two Hills, AB T0B 4K0





For Immediate Release

Alberta Rural Health Week returns May 26 to 30, 2025: Celebrating Alberta rural healthcare

March 18, 2025 – The Rural Health Professions Action Plan (RhPAP) is excited to announce Alberta Rural Health Week will be taking place May 26 to 30, 2025. This annual week of celebration, supported by a declaration from the Honourable Adriana LaGrange, Minister of Health, celebrates and recognizes the people, communities, and initiatives that support and strengthen rural healthcare in Alberta.

Over 18 percent of Albertans reside in rural and remote areas, while less than seven percent of family physicians serve in rural areas, with similar ratios for other healthcare workers. This distribution underscores the importance of rural residents' access to healthcare and the unwavering efforts of healthcare workers practicing in non-urban centers.

Throughout the week, RhPAP invites communities, organizations, and individuals across the province to show appreciation for healthcare professionals and volunteers whose commitment enhances the well-being of rural residents. Their hard work and passion help maintain and strengthen healthcare services across the province.

"Alberta Rural Health Week is an opportunity to celebrate the incredible dedication of healthcare professionals and volunteers who ensure Albertans in rural and remote areas receive the care they need," says Shanda Berns, Senior Manager, Community Development and Engagement at RhPAP. "We encourage communities to come together in recognizing these healthcare champions whose hard work makes a lasting difference in the lives of rural residents."

To support these celebrations, RhPAP developed a comprehensive toolkit filled with resources for communities including proclamations, social media graphics, posters, colouring sheets, and thank you cards—making it easy to express gratitude to those who keep rural Alberta healthcare strong. The toolkit is available on [RhPAP.ca/ARHWtoolkit](https://rhpap.ca/ARHWtoolkit).

Throughout the week, RhPAP's social media channels will be shining a spotlight on the life-changing impacts of rural healthcare and sharing an inside look at the dedicated efforts of healthcare teams working in rural and remote areas. Across the province, RhPAP's rural community consultants, who support communities on the attraction and retention of healthcare workers, will be attending local events and initiatives recognizing healthcare heroes.

/ 1 /



Rural Health Professions Action Plan

Suite 701, 10130 – 112 Street NW
Edmonton, Alberta
T5K 2K4

Municipalities are encouraged to proclaim Alberta Rural Health Week and join the conversation by using #ABRuralHealthCareMatters. To stay informed and participate in the celebrations, visit RhPAP.ca and follow RhPAP on Facebook, Instagram, and YouTube (@AlbertaRhPAP).

Inquiries can be directed to:

Jessica Surgenor

Manager, Marketing & Communications

Rural Health Professions Action Plan (RhPAP)

Tel: 403 363 6008

Jessica.Surgenor@rhpap.ca

About RhPAP:

The Rural Health Professions Action Plan (RhPAP) is an organization that aims to enhance the quality of healthcare in rural communities across Alberta. RhPAP collaborates with rural communities, healthcare professionals, educational institutions, and government bodies to address healthcare workforce challenges and improve access to healthcare services in rural areas. To learn more about RhPAP, please visit [RhPAP.ca](https://rhpap.ca).

LAND FOR LEASE

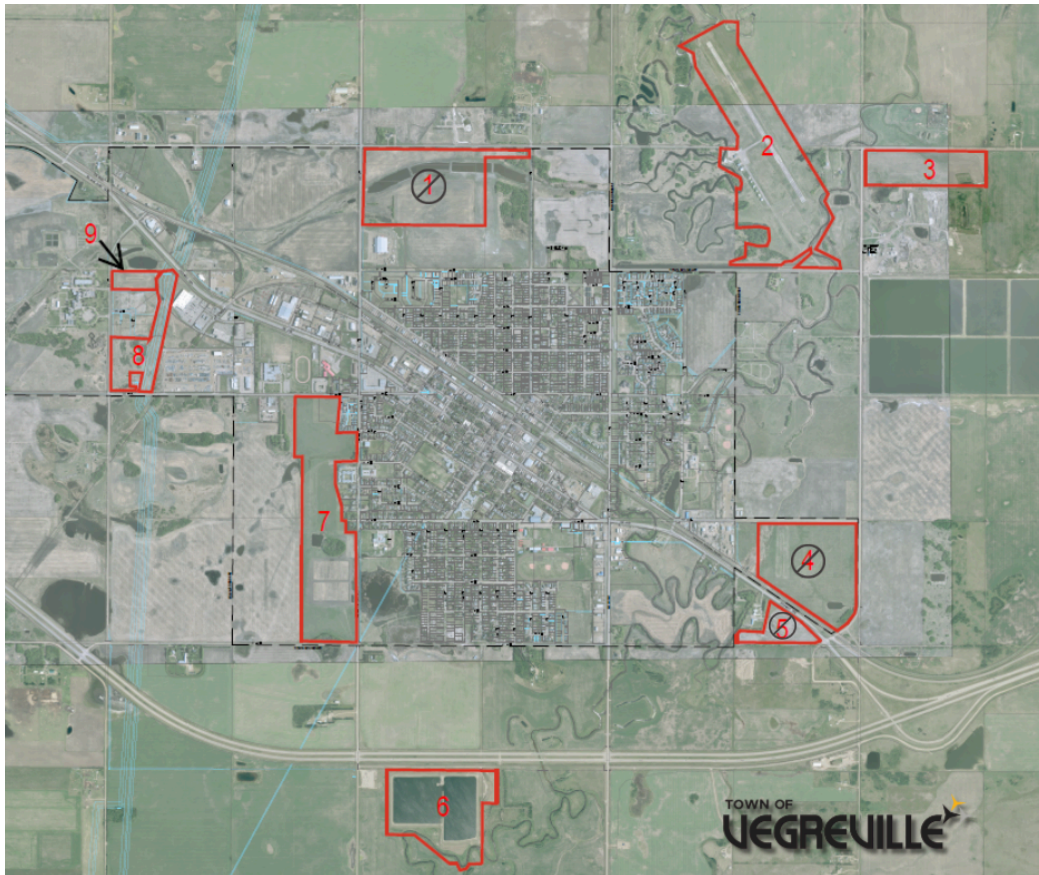
The Town of Vegreville hereby invites offers to lease farmlands owned by the Town of Vegreville for a 5-year term.

Proposals shall be prepared and considered in accordance with the following general conditions:

- Proposals will contain the name and address of the proposed tenant(s);
- Proposals will clearly state the gross rent offered, as well as the parcel(s) of land to be leased;
- The Town may, in its complete and unfettered discretion, consider any proposals on the basis of criteria other than price and reserves the right to select a proposal and negotiate a binding agreement on the basis of what the Town considers to be in the best interest of the Town;
- Any lease of lands noted above shall be evidenced by, and completed on, the basis of the Town's standard lease agreement executed by parties;
- This is not an invitation for tenders, proposals are not required to be irrevocable, and any proposal submitted shall not bind the parties unless or until the parties negotiate and execute a contract; and
- **Proposals shall be accepted until noon on April 15, 2025.**

Please note that lessees will be responsible for all taxes associated with the leased lands, including property taxes. For more information please call the Corporate Services Director at 780-632-2779 or email msaskiw@vegreville.com.

To view the Lease Agreement terms, please [click here](#). This document outlines all essential details, including rental terms, payment obligations, tenant responsibilities, and other important policies. We encourage you to review it carefully to ensure a clear understanding of the agreement before proceeding.



The following parcels of land are available for lease within the Vegreville area.

(Please Note: any parcels not listed below are currently unavailable for tender at this time)



Spring 2025

Approval of Reservoir Expansion at the Ace Vegreville Transfer Station

Ace was approved for a needed expansion of the Vegreville transfer station reservoir.

The project was approved at a budget of \$9,875,000, 90% will be covered by the Alberta Municipal Water/Wastewater Partnership grant.

The balance (10%) will be covered by previously collected municipal contributions.

The tendered project was awarded to AGS Mechanical Contractor Ltd. Work has begun on the project and it is expected to be on line in late fall of 2025.



Annual Shareholders Meeting

April 24th, 2025 at 5:30
at the
Vermilion Regional Center
Supper at 5:30 pm,
Shareholder meeting at 6:00 pm

Please RSVP by April 11, 2025
with your municipality's names and
numbers of attendance to
ace.regional.assistant@gmail.com

Board of Directors

Welcome new board member Evan Raycraft from zone 1. He replaced Deb McMann also from zone 1.

Here are your Ace Board Members
Minburn County & District Zone 1 Directors

Rex Smith - Secretary

Cliff Wowdzia

Evan Raycraft

Vermilion River & District Zone 2 Directors

Kevin Martin

Dennis Roth – Vice Chair

Marty Baker

Two Hills & District Zone 3 Directors

Don Gualyec - Chair

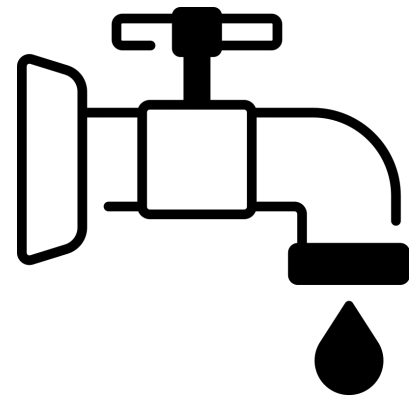
Leonard Ewanishan

Raymond Yaremchuk

Connecting Communities Celebration

Ace will be hosting a celebration on June 18th at Vermilion Regional Center at 4:00 pm. A celebration of 20 years of planning, construction and operations.

Invitations to your municipality will be sent out in April, please keep this date open to join the ACE communities in celebration of being connected..



Construction Work

If your municipality has any construction work this summer near the ACE water line please contact our project manager at 780 808 1987.

Ace does expect there to be regular maintenance and construction on the upstream lines on the west route this year. Ace will work with our water supplier and our municipalities to coordinate any reduction of water flow and reduce the impacts.

Ace Contact Information:

Manager: Rhonda King 780 808 6785 ace.regional.water@gmail.com

Project Manager Brent Romanchuk 780 808 1987 ace.regional.pm@gmail.com

Additional work on the Ace Waterline

Ace has been approved to utilize the remaining grant funds from Phase 7 toward 2 capital projects on the water line.


These projects are pending subject to budget costing and additional approvals. The priority is the liner for the waterline from Misadora to Beauvallon. The second priority, should the budget permit, is the replacement of line from Myrnam PRV station to Myrnam reservoir. These projects are scheduled for the 2026 construction season.

A capital call will be necessary for these projects in the 2026/2027 Budget year. Work on the costing is under way and will be communicated to the members as soon as it is finalized.

Construction on Waterline connections

All substantial work has been completed on contracts for the waterlines to connect all communities and their facilities.

There are some small remaining items on a deficiency list that Ace is working with the contractors to rectify.

TOWN OF TWO HILLS COUNCIL MEETING AGENDA ITEM						
Meeting Date:	Confidential:	Yes		No		
Topic: <i>Franchise Agreement Renewal and Rate Rider A with the Town of Two Hills</i>						
Originated By: Adam Kozakiewicz			Title:	CAO		
BACKGROUND:						
<p>On March 11, 2025, Apex Utilities Inc. submitted an application to the Alberta Utilities Commission for the renewal of the natural gas franchise agreement with the Town of Two Hills. This application includes a copy of the proposed franchise agreement, Rate Rider A schedule, and the necessary application form as per Rule 029.</p> <p>The proposed franchise agreement was publicised in the News Advertiser on January 22 and January 29, 2025, and in the Two Hills Regional Chronicle in January 2025. There were no objections or concerns raised by the public regarding this proposal.</p>						
DOCUMENTATION ATTACHED:						
Yes						
DISCUSSION:						
<p>The agreement aligns with public interest, as determined by the municipality's council, and has received no objections.</p> <p>The franchise agreement complies with the legislative requirements and supports the municipality's ability to provide essential utility services.</p> <p>The proposed terms ensure a stable and fair fee structure for the residents of Two Hills.</p>						
COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:						
RECOMMENDED ACTION(S):						
<p>-Motion that the Council approve the proposed franchise agreement with Apex Utilities Inc. as detailed in the attached documentation (Appendix 1).</p> <p>Motion that the Council approve Rate Rider A at a rate of 23 per cent, which is consistent with the current fee structure and calculated based on Apex's distribution tariff revenue.</p>						
DISTRIBUTION: Council: X						

March 18, 2025

Disposition 29912-D01-2025

Apex Utilities Inc.
5509 45 St.
Leduc, Alta. T9E 6T6

Attention: Irv Richelhoff
Supervisor, Business Development

**Apex Utilities Inc.
Franchise Agreement Renewal and Rate Rider A with the Town of Two Hills
Proceeding 29912**

1. On March 11, 2025, Apex Utilities Inc. applied to the Alberta Utilities Commission for approval of a natural gas franchise agreement with the Town of Two Hills. The application was filed according to Rule 029,¹ and included a copy of the franchise agreement, Rate Rider A schedule and the natural gas franchise application form.

2. Notice of the proposed franchise agreement was advertised on January 22, 2025, and January 29, 2025, in the News Advertiser newspaper, and January 2025, in the Two Hills Regional Chronicle. No objections or concerns related to the proposed franchise agreement were received.

3. The proposed franchise agreement includes changes to the standard natural gas franchise agreement template, which was approved by the Commission in Decision 20069-D01-2015,² These changes are detailed below. The following underlined language was added and struck-through language was deleted in the following sections:

2) Term

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ~~ten~~ five years, commencing on the later of:
 - i. 1 st day of _____, 20____. February 20 25 ; and
 - ii. the first (1 st) business day after both of the following have occurred:
 - A. the Commission has approved and acknowledged this Agreement; and
 - B. -Council of the Municipality has passed third reading of the applicable adopting bylaw.

¹ Rule 029: *Municipal Franchise Agreements*.

² Decision 20069-D01-2015: AltaGas Utilities Inc. et al., Approval of New Standard Natural Gas Distribution System Franchise Agreement Template, Proceeding 20069, March 20, 2015.

- b) This Agreement will expire on the 31st day of January, 2030.
- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.
4. Commission finds that the changes do not materially alter the intent and operation of the franchise agreement.
5. The proposed franchise agreement, attached as [Appendix 1](#), will be effective March 17, 2025, or the first day of the month immediately following both Commission approval and the Town of Two Hills completes reading of Bylaw No. 2024-1050 approving the franchise agreement.
6. The proposed franchise agreement includes that Apex agrees to pay the Town of Two Hills a franchise fee. The proposed franchise fee, as shown on the municipal franchise fee rider schedule, attached as [Appendix 2](#), will be calculated as 23 per cent of Apex's distribution tariff revenue excluding any amounts collected or refunded through other rate riders, as shown on the franchise fee rider schedule. The proposed franchise fee, is the same as the current franchise fee.
7. The Commission accepts that the right granted to Apex by the Town of Two Hills to provide distribution service, to construct, operate and maintain the gas distribution system, and to use lands owned, controlled or managed by the municipality to provide this service, is necessary and proper for the public convenience and properly serves the public interest based on the following:
- The municipality's council has determined to grant the utility the right to provide utility service in the municipality.
 - The municipality and the utility consent to the franchise agreement.
 - No person has objected to the franchise agreement.
 - The franchise agreement complies with the requirements set out in the applicable legislation, including that the term does not exceed 20 years and the agreement was advertised.
8. Accordingly, pursuant to Section 45 of the *Municipal Government Act* and Section 49 of the *Gas Utilities Act*, the Commission approves the franchise agreement as filed.
9. Given the approval of the franchise agreement, and in accordance with Section 36 of the *Gas Utilities Act*, the Commission approves Apex's Rate Rider A of 23 per cent effective on the first day of the month following satisfaction of the criteria set out in paragraph 3 above.
10. Prior to any change in the level of the franchise fee pursuant to the franchise agreement, customers shall be notified as outlined in Section 7 of Rule 029.

11. The Commission may, no later than 60 days from the date of this disposition and without notice, correct typographical, spelling and calculation errors and other similar types of errors and post the corrected disposition on its website.

(original signed by)

Chris Arnot
Director, Retail Energy and Water
On behalf of the Alberta Utilities Commission

Attachments

Appendix 1 – Franchise agreement

[\(return to text\)](#)



Appendix 1 -
Franchise agreement
(consists of 28 pages)

Appendix 2 – Rate Rider A

[\(return to text\)](#)



Appendix 2 - Rate
Rider A

(consists of 3 pages)

Schedule "A"

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

2024

BETWEEN: Town

of Two Hills

- AND -

Apex Utilities Inc.

Table of Contents

1) Definitions and Interpretation	3
2) Term.....	6
3) Expiry of Term of Agreement.....	6
4) Grant of Franchise.....	7
5) Franchise Fee	8
6) Core Services.....	9
7) Provision of Extra Services	9
8) Municipal Taxes	10
9) Right to Terminate on Default	10
10) Sale of Natural Gas Distribution System.....	10
11) Provision of Detailed Plans and Equipment.....	10
12) Right of First Refusal to Purchase	11
13) Construction and/or Maintenance of Natural Gas Distribution System.....	12
14) Responsibilities For Cost of Relocations	15
15) Natural Gas Distribution System Expansion	17
16) Increase in Municipal Boundaries.....	18
17) Joint Use of Municipal Rights-of-Way.....	18
18) Municipality as a Retailer	19
19) Reciprocal Indemnification and Liability.....	19
20) Assignment	20
21) Notices.....	21
22) Interruptions or Discontinuance of Delivery Service	22
23) Dispute Settlement.....	23
24) Application of Water, Gas and Electric Companies Act	23
25) Force Majeure	24
26) Terms and Conditions.....	24
27) Not Exclusive Against Her Majesty	24
28) Severability	24
29) Amendments	25
30) Waiver.....	25
31) Confidentiality	25
SCHEDULE "A" Core Services	26
SCHEDULE "B" Extra Services.....	28

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN:

Town of Two Hills,
a municipality located in the Province of Alberta
(the “**Municipality**”)

OF THE FIRST PART

– and –

Apex Utilities Inc.,
a corporation having its head office at the City of Leduc,
in the Province of Alberta
(the “**Company**”)

OF THE SECOND PART

WHEREAS the Municipality desires to grant and the Company, collectively the “**Parties**”, desires to obtain an exclusive franchise to provide Natural Gas Distribution Service within the Municipal Service Area on the terms and conditions herein contained;

NOW THEREFORE in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1) Definitions and Interpretation

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement will have the meanings attributed to them as follows:

- a) “**Agreement**” means this Natural Gas Distribution System Franchise Agreement;
- b) “**Alternative Course of Action**” shall have the meaning set out in paragraph 14 (c);
- c) “**Commission**” means the Alberta Utilities Commission (AUC) as established under the *Alberta Utilities Commission Act* (Alberta);
- d) “**Company**” means the Party of the second part to this Agreement and includes its successors and permitted assigns;
- e) “**Construct**” means constructing, reconstructing, upgrading, extending, relocating, or removing any part of the Natural Gas Distribution System;

- f) **“Consumer”** or **“Consumers”** as the text may require, means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Natural Gas Distribution Service by the Company pursuant to the Company’s Delivery Tariff;
- g) **“Core Services”** means all those services set forth in Schedule “A” of this Agreement;
- h) **“Delivery Tariff”** means the rates and Terms and Conditions of service approved by the Commission from time to time on an interim or final basis, as the case may be, for the Company to deliver Natural Gas to the Consumer;
- i) **“Electronic Format”** means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- j) **“Extra Services”** means those services set forth in Schedule “B” that are requested by the Municipality for itself or on behalf of its citizens and provided by the Company in accordance with paragraph 7 of this Agreement;
- k) **“GUA”** means the *Gas Utilities Act* (Alberta);
- l) **“Intended Time Frame”** shall have the meaning set out in paragraph 14 (c);
- m) **“Maintain”** means to maintain and keep in good repair any part of the Natural Gas Distribution System;
- n) **“Major Work”** means any Work to Construct or Maintain the Distribution System that costs more than _____ (\$_____) Dollars;
- o) **“MGA”** means the *Municipal Government Act* (Alberta);
- p) **“Modified Plans”** shall have the meaning set out in paragraph 14 (c)(ii);
- q) **“Municipality”** means the Party of the first part to this Agreement;
- r) **“Municipal Compensation”** shall have the meaning set out in paragraph 20;
- s) **“Municipal Service Area”** means the geographical area within the legal boundaries of the Municipality where the Company has been granted rights hereunder in connection with, among other matters, Natural Gas Distribution Service, as altered from time to time;
- t) **“Municipal Property”** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- u) **“Natural Gas”** means a combustible mixture of hydrocarbon gases;

- v) **“Natural Gas Distribution Service”** means the delivery of Natural Gas in accordance with the Company’s Delivery Tariff;
- w) **“Natural Gas Distribution System”** means any facilities owned by the Company which are used to provide Natural Gas Distribution Service within the Municipal Service Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Service Area and includes any Natural Gas transmission lines owned by the Company within the Municipal Service Area;
- x) **“NOVA Gas Transmission Ltd. (NGTL)”** means NGTL and its successors, as applicable, for purposes of paragraph 5 g) of this Agreement. For greater certainty, the provisions of paragraph 5 g) may only apply in relation to franchises held by ATCO;
- y) **“Operate”** means to operate the Natural Gas Distribution System, or to interrupt or restore service in any part of the Natural Gas Distribution System, in a safe and reliable manner;
- z) **“Party”** means any party to this Agreement and **“Parties”** means all of the parties to this Agreement;
- aa) **“Plans and Specifications”** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuance of any approval that may be required under this Agreement;
- bb) **“Term”** means the term of this Agreement set out in paragraph 2;
- cc) **“Terms and Conditions”** means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;
- dd) **“Work”** means any work to Construct or Maintain the Natural Gas Distribution System;
and
- ee) **“Work Around Procedures”** shall have the meaning set out in paragraph 14 (c)(ii).

The words “hereof”, “herein”, “hereunder” and other words of similar import refer to this Agreement as a whole, including any attachments hereto, as the same may from time to time be amended or supplemented and not to any subdivision contained in this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders. References to provisions of statutes, rules or regulations will be deemed to include references to such provisions as amended, modified or re-enacted from time to time. The word “including” when used herein is not intended to be exclusive and in all cases means “including without limitation”. References herein to a section, paragraph, clause, Article or provision will refer to the appropriate section, paragraph, clause, article or provision of this Agreement. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of and will not be utilized in interpreting this Agreement.

2) Term

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of five years, commencing on the later of:
 - i) 1 day of February 2025; and
 - ii) the first (1st) business day after both of the following have occurred:
 - A. the Commission has approved and acknowledged this Agreement; and
 - B. Council of the Municipality has passed third reading of the applicable adopting bylaw.
- b) This Agreement will expire on the 31 day of January, 2030.
- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

3) Expiry of Term of Agreement

- a) Provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Term of its intention to negotiate a new franchise agreement, at any time following the expiration of the Term, and if the Municipality has not provided written notice to the Company to exercise its rights to purchase the Natural Gas Distribution System, either Party may submit any items in dispute pertaining to a new franchise agreement to binding arbitration by the Commission.
- b) Subject to subparagraph 3c) of this Agreement, upon expiry of the Term, this Agreement will continue in effect pursuant to the provisions of the MGA.
- c) Commencing one (1) year following the expiration of the Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph 3a) , or the Municipality has given written notice to purchase the Natural Gas Distribution System, this Agreement will be amended to provide the following:
 - i) Fifty percent (50%) of the franchise fee otherwise payable under this Agreement to the Municipality will be held back and deposited in trust in an interest bearing trust account by the Company, for the sole benefit of the Municipality. The trust money along with all accumulated interest will be paid to the Municipality immediately upon execution of another Natural Gas Franchise Agreement with the Company, or if the Municipality purchases the Natural Gas Distribution System, or if the Company transfers or sells the Natural Gas Distribution System, or upon further Order of the Commission.
- d) In the event a franchise agreement template is approved by the Commission during the Term of this Agreement and the provisions are materially different from the provisions of this

Agreement, the Parties may, by agreement in writing, amend this Agreement to conform to such franchise agreement template.

4) Grant of Franchise

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area to:
 - i) provide Natural Gas Distribution Service;
 - ii) Construct, Operate, and Maintain the Natural Gas Distribution System; and
 - iii) use portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas Distribution Service or to Construct, Operate and Maintain the Natural Gas Distribution System.
- b) Subject to subparagraph 4c) , and to the terms and conditions hereof, the Municipality agrees it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any natural gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas distribution service or to Construct, Operate and Maintain a Natural Gas distribution system, for the purpose of delivering Natural Gas in the Municipal Service Area for Consumers, so long as the Company delivers the Consumers' requirements of Natural Gas.
- c) The Company agrees to:
 - i) bear the full responsibility of an owner of a Natural Gas distribution system and to ensure all services provided pursuant to this Agreement are provided in accordance with the Delivery Tariff, insofar as applicable;
 - ii) Construct, Operate and Maintain the Natural Gas Distribution System;
 - iii) use designated portions of roads, rights-of-way, and other lands including other lands owned, controlled or managed by the Municipality necessary to Construct, Operate and Maintain the Natural Gas Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and
 - iv) use the Municipality's roads, rights-of-way and other Municipal Property granted hereunder solely for the purpose of providing Natural Gas Distribution Service and any other service contemplated by this Agreement.

5) Franchise Fee

a) Calculation of Franchise Fee

In consideration of the rights granted pursuant to paragraph 4 and the mutual covenants herein and subject to Commission approval the Company agrees to collect from Consumers and pay to the Municipality a franchise fee. The Parties agree s. 360(4) of the *MGA*, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge, demand charge, but excluding the cost of Natural Gas (being the calculated revenues from the Natural Gas cost recovery rate rider or the deemed cost of Natural Gas and Natural Gas supply related riders) in that year for Natural Gas Distribution Service within the Municipal Service Area.

For the first (1st) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be twenty three percent (23 %).

By no later than September 1st of each year, the Company will:

- i) advise the Municipality in writing of the total revenues that were derived from the Delivery Tariff within the Municipal Service Area for the prior calendar year; and
- ii) with the Municipality's assistance, provide in writing an estimate of total revenues to be derived from the Delivery Tariff within the Municipal Service Area for the next calendar year.

b) Adjustment to the Franchise Fee

At the option of the Municipality and subject to Commission approval, the franchise fee percentage may be changed annually by providing written notice to the Company.

If the Municipality wishes to amend the franchise fee percentage, then the Municipality will, no later than November 1st in any year of the Term, advise the Company in writing of the franchise fee percentage to be charged for the following calendar year. Upon receipt of notice, the Company will work with the Municipality to ensure all regulatory requirements are satisfied on a timely basis and agrees to use best efforts to obtain approval from the Commission for implementation of the proposed franchise fee percentage as and from January 1st of the following calendar year.

If the Municipality provides written notice at any other time with respect to a franchise fee change, the Company will implement the new franchise fee percentage as soon as reasonably possible.

c) Notice to Change Franchise Fee

Prior to implementing any change to the franchise fee, the Municipality will notify its intent to change the level of the franchise fee and the resulting effect such change will have on an average residential Consumer's annual Natural Gas bill through publication of a notice once

in the newspaper with the widest circulation in the Municipal Service Area at least forty five (45) days prior to implementing the revised franchise fee. A copy of the published notice will be filed with the Commission.

d) Payment of Franchise Fee

The Company will pay the Municipality the franchise fee amount billed to Consumers on a monthly basis within forty-five (45) days after billing Consumers.

e) Franchise Fee Cap

The franchise fee percentage will not at any time exceed thirty five percent (35%) without prior Commission approval.

f) Reporting Considerations

Upon request, the Company will provide to the Municipality, along with payment of the franchise fee amount information on the total Delivery Tariff billed, the franchise fee percentage applied, and the derived franchise fee amount used by the Company to verify the payment of the franchise fee amount as calculated under this paragraph 5.

g) Franchise Fees Collected from NOVA Gas Transmission Ltd. Customers

In the event certain customers in the Municipal Service Area connected to the Company's Natural Gas Distribution System are customers of the NOVA Gas Transmission Ltd. (NGTL), a franchise fee will be collected from such customers by NGTL in accordance with NGTL's applicable tariff and such franchise fee once remitted to the Company will be aggregated with the franchise fee as calculated in paragraph 5 a) to be dealt with in accordance with paragraph 5 d).

6) Core Services

The Company agrees to provide to the Municipality the Core Services set forth in Schedule "A". The Company and the Municipality may amend Schedule "A" from time to time upon mutual agreement.

7) Provision of Extra Services

Subject to an agreement being reached, the Company agrees to provide to the Municipality the Extra Services, if any, set forth in Schedule "B", as requested by the Municipality from time to time. The Company is entitled to receive from the Municipality a reasonable amount for full compensation for the provision of the Extra Services in accordance with Schedule "B". The Company and the Municipality may amend Schedule "B" from time to time upon mutual agreement.

Any breach by the Company in connection with the provision of any Extra Services contained in this Agreement will not constitute a breach of a material provision of this Agreement for the purposes of paragraph 9.

8) Municipal Taxes

Amounts payable to the Municipality pursuant to this Agreement will be (without duplication) in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment.

9) Right to Terminate on Default

In the event either Party breaches any material provision of this Agreement, the other Party may, at its option, provide written notice to the Party in breach to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Party in breach using best efforts on a commercially reasonable basis, the Party not in breach may give six (6) months notice in writing to the other Party of its intent to terminate this Agreement, and unless such breach is remedied to the satisfaction of the Party not in breach acting reasonably this Agreement will terminate six (6) months from the date such written notice is given, subject to prior Commission approval.

10) Sale of Natural Gas Distribution System

Upon the expiration of the Term of this Agreement or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction the Municipality may, subject to the approval of the Commission under Section 47 of the MGA:

- i) exercise its right to require the Company to sell to it the Natural Gas Distribution System within the Municipal Service Area pursuant to the provisions of the MGA, where applicable; or
- ii) if such right to require the Company to sell the Natural Gas Distribution System is either not applicable or has been repealed, require the Company to sell to it the Natural Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters will be referred to the Commission for determination.

11) Provision of Detailed Plans and Equipment

a) Detailed Plans

The Company agrees to provide to the Municipality for the Municipality's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications

showing the locations (excluding depth) and alignments of the Natural Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in Electronic Format, where available, together with as many prints of the overall Natural Gas Distribution System as the Municipality may reasonably require. These plans and plan sheets will be updated by the Company on at least an annual basis.

The Municipality will, upon reasonable request, provide to the Company any subdivision development plans of the Municipality in hard copy and in Electronic Format, where available. The subdivision development plans are provided to the Company for the sole purpose of assisting the Company in delivering Natural Gas to the Consumer.

b) Provision of Equipment

The Company agrees to provide the Municipality's fire department with the equipment necessary for the operation of curb boxes and service valves. In case of fire, the service valves may be turned off by the fire department if they reach a fire before the Company's representative. The Municipality will notify one of the Company's representatives of fires which may affect the Natural Gas Distribution System and/or the operations thereof as quickly as reasonably possible or, in the event they cannot reach a Company representative, the Municipality will advise the Company's standby personnel of such fires. The Company will ensure its representatives reasonably cooperate with the Municipality in preventing, controlling and investigating fires involving or affecting the Natural Gas Distribution System.

12) Right of First Refusal to Purchase

- a) If during the Term of this Agreement, the Company receives a *bona fide* arm's length offer to operate, take control of, or purchase the Natural Gas Distribution System within the Municipal Service Area, which the Company is willing to accept, then the Company will promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality will during the next one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase the Natural Gas Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.

Notwithstanding the foregoing, in the event the Municipality fails or refuses to exercise its right of first refusal, the Municipality will retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 20 below. For the purposes of this paragraph 12, "operate, take control" will not be construed as including the subcontracting by the Company of only some portions of its operations where the Company continues to be responsible for the performance of this entire Agreement;

- b) If the Municipality does not exercise its right of first refusal and the said *bona fide* offer the Company is willing to accept does not proceed to closure, the Municipality retains its right of first refusal on any other offer.

- c) This right of first refusal applies where the offer pertains only to the entire Natural Gas Distribution System. The right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal will be of no force and effect and will not apply.
- d) Where the Municipality exercises its rights to purchase the Natural Gas Distribution System from the Company and thereby acquires the Natural Gas Distribution System, the Municipality agrees, should it no longer wish to own the Natural Gas Distribution System within five (5) years after it acquires the said system and the Municipality receives any *bona fide* offer from an arms-length third party to purchase the Natural Gas Distribution System, which it is willing to accept, then it will promptly give written notice to the Company of the terms and conditions of such offer. The Company will during the next one hundred and twenty (120) days have the first right of refusal to purchase the Natural Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer.
- e) The Municipality's right of first refusal will not apply where the Company has agreed to transfer the Natural Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:
 - i) the third party utility can demonstrate to the reasonable satisfaction of the Municipality that it meets the necessary technical and financial requirements to own and operate the Natural Gas Distribution System;
 - ii) the only consideration that will be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Natural Gas Distribution System;
 - iii) there is no adverse impact to the Municipality resulting from the transfer and exchange above referenced as determined by the Commission;
 - iv) the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the transfer and exchange; and
 - v) full compensation is paid to the Municipality for all reasonable costs including administrative and legal costs incurred by the Municipality in ensuring all of the conditions i) through iv) above are satisfied.

13) Construction and/or Maintenance of Natural Gas Distribution System

- a) Municipal Approval

Before undertaking any Major Work, or in any case in which the Municipality specifically requests any Major Work, the Company will submit to and obtain the written approval from the Municipality, or its authorized officers, of the Plans and Specifications for the proposed

Major Work and its location. Approval by the Municipality granted in accordance with this paragraph will be limited to an approval of the location and alignment of the Major Work only, and will not signify approval of the structural design or the ability of the work to perform the function for which it was intended.

Prior to commencing the Work, the Company will obtain such other applicable permits as are required by the Municipality. The Company will notify the Municipality of all Work done within the Municipal Service Area prior to commencing the Work where reasonably practicable. However, only Major Work is subject to a formal approval process.

The Company will obtain prior written approval from the Municipality for any traffic lane or sidewalk closures required to be made at least forty-eight (48) hours prior to the commencement of the proposed Work.

For the purposes of obtaining the approval of the Municipality for Major Work under this Agreement, the Company will provide the Municipality with the Plans and Specifications for the proposed Major Work in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from municipalities and will illustrate the proposed changes to the Natural Gas Distribution System.

b) Restoration of Municipal Property

The Company agrees when it or any agent employed by it undertakes any Work on any Municipal Property, the Company will complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, and unless otherwise agreed to by the Parties, the Company will forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear and to the satisfaction of the Municipality acting reasonably.

The Company will, where reasonably practicable and prudent, locate its pipelines and related equipment in lanes and alleys rather than in the streets and main thoroughfares.

The Company further covenants it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Natural Gas Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company will use commercially reasonable efforts to not interfere with existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipality Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it will cause such damage to be repaired at its own cost.

Upon default by the Company or its agent to repair damage caused to Municipal Property as set out above, the Municipality may provide written notice to the Company to remedy the

default. If the default is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using best efforts on a commercially reasonable basis to remedy the default, the Municipality may undertake such repair work and the Company will be liable for the reasonable costs thereof.

c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Natural Gas Distribution System are of an urgent nature where the operation or reliability of the Natural Gas Distribution System is materially compromised or potentially materially compromised, the Company will be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the Municipality and, unless otherwise specified by the Municipality, the Company will provide notice to the Municipality as soon as practicable and, in any event, no later than seventy-two (72) hours after the repairs are commenced.

d) Company to Obtain Approvals from Other Utilities

The Company will be solely responsible for locating, or causing to be located, all existing utilities or utility mains, pipes, valves and related facilities in, on or adjacent to the Work site. The Company will notify all other utility operators and ensure utilities and utility mains, pipes, valves and related facilities are staked prior to commencement of construction. Unless the Municipality has staked the location for the utility property, staking will not be deemed to be a representation or warranty by the Municipality the utility or utility property are located as staked. The Municipality will not be responsible for any damage caused by the Company to any utility or any third party as a result of the Company's Work, unless the Municipality has improperly staked the utility property. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

e) Revised Plans and Specifications

Following completion of the Major Work, the Company will provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format, where available and upon request, the Company will provide the Municipality with a hard copy of the materials within three (3) months of the request. The Company will provide the Municipality with copies of any other revised Plans and Specifications as reasonably requested by the Municipality. For the purposes of this paragraph and paragraph 11, the Company may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

- i) advising the Municipality the revised Plans and Specifications are posted to a web-based forum that contains such information; and
- ii) allowing the Municipality access to such web-based forum.

f) Approvals

Where any approvals are required to be obtained from either Party under this paragraph, such approvals will not be unreasonably withheld.

The Company will ensure all Work is performed in accordance with the requirements of all applicable legislation, rules and regulations. The Company will immediately notify the Municipality of any lien, claim of lien or other action of which it has or reasonably should have knowledge, and will cause the same to be removed within thirty (30) days (or such additional time as the Municipality may allow in writing), failing which the Municipality may take such action as it reasonably deems necessary to remove the same and the entire cost thereof will be immediately due and payable by the Company to the Municipality.

14) Responsibilities For Cost of Relocations

- a) Upon receipt of one (1) year's notice from the Municipality, the Company will, at its own expense, relocate to Municipal Property such part of the Natural Gas Distribution System that is located on Municipal Property as may be reasonably required by the Municipality due to planned municipal construction. In order to encourage the orderly development of Municipal facilities and the Natural Gas Distribution System, the Municipality and the Company agree they will meet regularly to:
 - i) review the long-term facility plans of the Municipality and the Company; and
 - ii) determine the time requirements and costs for final design specifications for each relocation. Providing the Municipality is not the developer requesting the relocation for commercial or residential resale to third parties, the Company will bear the expenses of the required relocation.
- b) Notwithstanding the foregoing, the Company will not be required to move any part of the Natural Gas Distribution System after receipt of notice from the Municipality in accordance with this paragraph where:
 - i) the Company has illustrated to the satisfaction of the Municipality, acting reasonably, an appropriate Alternative Course of Action is available;
 - ii) the Municipality has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and
 - iii) the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure the Municipality will be left with sufficient time to complete the said planned municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Company utilizing the Alternative Course of Action).

- c) For the purposes of this paragraph 14, the term “Alternative Course of Action” will mean any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the Municipality may incur and which the Company will be required to pay in accordance with this paragraph 14 and “Intended Time Frame” will mean the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Natural Gas Distribution System in accordance with this paragraph 14.

If the Municipality agrees to permit the Company to utilize an Alternative Course of Action, the Company will pay any and all costs incurred in carrying out the Alternative Course of Action and will pay on demand to the Municipality (on a full indemnity basis) any and all costs incurred by the Municipality:

- i) in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the Municipality;
 - ii) in modifying any plans the Municipality may have prepared in respect of the said municipal construction (“Modified Plans”) or in preparing or developing plans and procedures (“Work Around Procedures”) to work around the Natural Gas Distribution System or any improvement, thing, or component utilized by the Company in effecting the Alternative Course of Action; and
 - iii) in the course of conducting the said planned municipal construction where such costs would not have been incurred by the Municipality if the Company had relocated the Natural Gas Distribution System in accordance with this paragraph 14 (including any reasonable additional cost the Municipality may incur in completing the said municipal construction in accordance with the Modified Plans or in effecting any Work Around Procedures).
- d) The following example illustrates the intended application of the foregoing provisions:

Where:

- i) The Municipality requires the Company to move a Natural Gas line so the Municipality can replace its own sewer lines. The cost of moving the Natural Gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the Natural Gas line is \$40,000;
- ii) The Company proposes to simply brace the Natural Gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;
- iii) As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000);

the Company is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of \$3,000 to the Company).

In cases of emergency, the Company will take all measures that are commercially reasonable and necessary to ensure public safety with respect to relocating any part of the Natural Gas Distribution System that may be required in the circumstances.

If the Company fails to complete the relocation of the Natural Gas Distribution System or fails to repair or do anything else required by the Company pursuant to this subparagraph without valid justification and in a timely and expeditious manner to the satisfaction of the Municipality's representative, acting reasonably, the Municipality may, but is not obligated to, complete such relocation or repair and the Company will pay the reasonable costs of such relocation or repair forthwith to the Municipality. If the Municipality chooses to complete such relocation or repair the Municipality will ensure such work is completed using the Company's design specifications and standards, as provided by the Company, including the use of good and safe operating practices.

The Municipality is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Natural Gas Distribution System which may occur during its installation, maintenance or removal by the Company, nor is the Municipality liable to the Company for any losses, claims, charges, damages and expenses whatsoever suffered by the Company including claims for loss of revenue or loss of profits, on account of the actions of the Municipality, its agents or employees, working in, under, over, along, upon and across its highways and rights-of-ways or other Municipal Property other than direct loss or damage to the Company caused by the negligence or wilful misconduct of the Municipality, its agents or employees.

In the event the relocation or any part thereof requires the approval of a third party, the Municipality will use reasonable efforts to assist the Company in any negotiation with such third party to obtain the necessary approval(s).

In the event the relocation results from the demand or order of an authority having jurisdiction, other than the Municipality, the Municipality will not be responsible for any of the costs of such relocation.

15) Natural Gas Distribution System Expansion

Subject to the Terms and Conditions, and at no cost to the Municipality unless otherwise provided for under the Terms and Conditions, the Company will, on a timely basis, use its best efforts on a commercially reasonable basis to meet the Natural Gas Distribution System expansion requests of the Municipality or a Consumer and provide the requisite facilities for connections for new Consumers to the Natural Gas Distribution System.

16) Increase in Municipal Boundaries

Where the Municipality increases its geographical area, through annexation or amalgamation, as understood under the MGA, by the greater of 640 acres and twenty five (25%) percent of the current area or more, the Municipality will have the option to:

- (a) terminate this Agreement provided the Municipality gives notice in writing to the Company of its intention to do so; or
- (b) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or amalgamation as understood under the MGA, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

17) Joint Use of Municipal Rights-of-Way

a) Municipal Use

The Municipality will upon written notice to the Company have, for any reasonable municipal purpose, the right to make use of any municipal rights-of-way granted to the Company by the Municipality, provided such use complies with good and safe operating practices, as determined by the Company acting reasonably, applicable legislation, and does not unreasonably interfere with the Company's use thereof, at no charge to the Municipality. The Municipality is responsible for its own costs and any necessary and reasonable costs incurred by the Company including the costs of any alterations that may be required in using municipal rights-of-way.

b) Third Party Use and Notice

If any third party, including other utilities, desire to jointly use the municipal rights-of-way, the Company agrees it will not grant the third party joint use except in accordance with this paragraph, or unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees the following procedure will be used in granting permission to third parties desiring joint use of the municipal rights-of-way:

- i) first, the third party will be directed to approach the Company to initially request conditional approval from the Company to use that part of the municipal rights-of-way it seeks to use;
- ii) second, upon receiving written conditional approval from the Company, the third party will be directed to approach the Municipality to obtain its written approval to jointly

use that part of the municipal rights-of-way. As a condition of granting its consent, the Municipality may require such third party enter into an agreement with the Municipality, and such agreement may require such third party pay compensation to the Municipality; and

- iii) third, upon receiving written conditional approval from the Municipality, the third party will be directed to obtain final written approval from the Company to jointly use that part of the municipal rights-of-way. Once a joint use agreement has been entered into between the Company and the third party, it will not be subsequently amended without the written consent of the Municipality (which consent will not be unreasonably withheld).

c) Cooperation

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the municipal rights-of-way located on Municipal Property.

d) Payment

The compensation paid or to be paid by such third party to the Municipality for the use of the Municipal Property including its rights-of-way, will be determined between the Municipality and the third party.

The compensation paid or to be paid by such third party to the Company for the joint use of any portion of the municipal rights-of-way will be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality's right to intervene in any related regulatory proceeding.

e) Provision of Agreements

Upon reasonable request by the Municipality, copies of these agreements will be updated by the Company and provided to the Municipality at no cost to the Municipality.

18) Municipality as a Retailer

The provisions of this Agreement will not in any way restrict the right of the Municipality to become a retailer within the meaning of the GUA.

19) Reciprocal Indemnification and Liability

- a) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed

by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:

- i) any breach by the Company of any of the provisions of this Agreement; or
 - ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- b) The Municipality will indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:
- i) any breach by the Municipality of any of the provisions of this Agreement; or
 - ii) the negligence or wilful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the Municipality.
- c) Notwithstanding anything to the contrary herein contained, in no event will the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

20) Assignment

In the event the Company agrees to sell the Natural Gas Distribution System to a third party purchaser, the Company will comply with paragraph 10 above. In addition, the Company will request the third party purchaser confirm in writing it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the Municipality with reasonable prior written notice of a sale of the Natural Gas Distribution System to a third party purchaser. The Parties will thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of the Agreement, and the compensation payable to the Municipality for all costs including administrative and legal costs relating to providing its written consent to the Assignment("Municipal Compensation").

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees the Municipality may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party

purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the Municipality, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern.

Should the Municipality not reply within the thirty (30) day period, it is agreed the Municipality will be deemed to have consented to the assignment. The Company further agrees when it applies to the Commission for approval of the sale, it will include in the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality will have the right to make its own submissions to the Commission.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company will be entitled to assign this Agreement to an arm's length third party purchaser of the Natural Gas Distribution System without the consent of the Municipality, subject to paying the Municipal Compensation for the assignment, and having obtained the Commission's approval for the sale of the Natural Gas Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the Commission approves such sale of the Natural Gas Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement and the payment of the Municipal Compensation for its consent to the Assignment subject to Commission approval, the Company will be released from all its liabilities and obligations thereunder.

The Company will be entitled to assign this Agreement to a subsidiary or affiliate of the Company without the Municipality's written consent. Where the Company assigns this Agreement to a subsidiary or affiliate, the Company will remain jointly and severally liable.

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, will provide written notice to the Municipality indicating it will assume all liabilities and obligations of the Company under this Agreement.

Any disputes arising under the operation of this paragraph will be submitted to the Commission for determination.

21) Notices

- a) All notices, demands, requests, consents, or approvals required or permitted to be given pursuant to the terms of this Agreement will be in writing and will be deemed to have been properly given if personally served, sent by registered mail or sent in Electronic Format to the Municipality or to the Company as the case may be, at the addresses set forth below:

i) To the Company:
Apex Utilities Inc.
5509 45th Street
Leduc, AB T9E 6T6
Email: businessdevelopment@apexutilities.ca
Attention: Business Development

ii) To the Municipality:
Town of Two Hills
PO Box 630
Two Hills, AB T0B 4K0
Email: cao@townoftwohills.com

b) The date of receipt of any such notice as given above, will be deemed to be as follows:

- i) In the case of personal service, the date of service;
- ii) In the case of registered mail, the seventh (7th) business day following the date of delivery to the Post Office, provided, however, in the event of an interruption of normal mail service, receipt will be deemed to be the seventh (7th) day following the date on which normal service is restored; or
- iii) In the case of delivery in Electronic Format, the date the notice was actually received by the recipient or, if not a business day, then the next business day.

22) Interruptions or Discontinuance of Delivery Service

Subject to its Delivery Tariff, the Company will use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Natural Gas Distribution Service to any Consumer. However, the Company reserves the right to do so for any one of the following reasons:

- a) Where the Company is required to effect necessary repairs or changes to the Natural Gas Distribution System;
- b) On account of or to prevent fraud or abuse of the Natural Gas Distribution System;
- c) On account of defective aspects of the Natural Gas Distribution Systems which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where required, under the Terms and Conditions, due to a Consumer's non-payment of Natural Gas bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Natural Gas Distribution Service, it will notify the Municipality in writing as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Natural Gas

Distribution Service, the Company will provide notice (in a format acceptable to the Municipality) as soon as is practicable in the circumstances.

23) Dispute Settlement

- a) If any dispute or controversy of any kind or nature arises relating to this Agreement or the Parties' rights or obligations hereunder, the Parties agree such dispute or controversy will be resolved by negotiation, and where such negotiation does not result in the settlement of the matter within thirty (30) days of notice of such dispute being provided by one Party to the other Party, and to the extent permitted by law, the Company and Municipality agree that unresolved disputes pertaining to this Agreement, other than those contemplated in paragraphs 3 and 20 and Section 3 of Schedule "A", or those related to the sale of the Natural Gas Distribution System as contemplated in paragraphs 10 and 12 hereof, or any other matter within the exclusive jurisdiction of a governmental authority having jurisdiction, will be submitted to arbitration for determination and may be commenced by either Party providing written notice to the other Party stating the dispute to be submitted to arbitration.

The Parties will attempt to appoint a mutually satisfactory arbitrator within ten (10) business days of the said notice. In the event the Parties cannot agree on a single arbitrator within the ten (10) business days, the dispute will be forwarded to the Commission for resolution or determination.

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the dispute resolved by an arbitration panel in accordance with the following procedure.

Each Party will appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators will, together, appoint a third arbitrator within twenty-five (25) business days of written notice for arbitration. The dispute will be heard by the arbitration panel within forty-five (45) business days of the written notice for arbitration unless extended by mutual agreement between the Parties. The arbitration panel will render a decision within twenty (20) business days of the last day of the hearing.

Except, as otherwise expressly provided in this Agreement, the provisions of the Arbitration Act (Alberta) (as amended from time to time) will apply to any arbitration undertaken under this Agreement subject always to the Commission's jurisdiction over any matter submitted to arbitration. Pending resolution of any dispute, the Municipality and the Company will continue to perform their respective obligations hereunder.

- b) The Company will advise the Commission of any dispute submitted to arbitration within ten (10) business days of it being submitted and will advise the Commission of the results of arbitration within ten (10) business days following receipt of the decision of the arbitrator(s).

24) Application of Water, Gas and Electric Companies Act

This Agreement will be deemed to operate as consent by the Municipality to the exercise by the Company of those powers which may be exercised by the Company with the consent of the

Municipality under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), as amended.

25) Force Majeure

If either Party fails to meet its obligations hereunder within the time prescribed, and such failure is caused or materially contributed by an event of “force majeure”, such failure will be deemed not to be a breach of the obligations of such Party hereunder, but such Party will use its best efforts on a commercially reasonable basis to put itself in a position to carry out its obligations hereunder. The term “force majeure” will mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen’s enemies, acts of terrorism (either foreign or domestic), sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority (excluding the Municipality) having jurisdiction, civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances will be deemed not to be an event of “force majeure”.

26) Terms and Conditions

The Terms and Conditions applicable to the Company and approved by the Commission, as revised or amended from time to time by the Commission, will apply to the Municipality. Nothing in this Agreement is intended to supersede the Terms and Conditions.

27) Not Exclusive Against Her Majesty

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed the rights, powers and privileges conferred and granted by this Agreement will not be deemed to be exclusive against Her Majesty in right of the Province of Alberta.

28) Severability

If for any reason any covenant or agreement contained in this Agreement, or the application thereof to any Party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or agreement will be deemed to be independent of the remainder of this Agreement and to be severable and divisible from this Agreement. The invalidity, unenforceability or illegality will not affect, impair or invalidate the remainder of this Agreement or any part thereof. The intention of the Municipality and the Company is that this Agreement would have been executed without reference to any portion which may, for any reason or to any extent, be declared or held invalid, unenforceable or illegal.

29) Amendments

This Agreement may only be amended by written agreement of the Parties, such amendments to be subject to any regulatory approvals required by law.

30) Waiver

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party.

The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

31) Confidentiality

The Company acknowledges the Municipality is governed by the provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta).

IN WITNESS WHEREOF the Parties hereto have executed these presents as of the day and year first above written.

Town of Two Hills 

PER: _____

PER: _____

Apex Utilities Inc.

PER: _____

PER: _____

SCHEDULE “A” Core Services

The Company will provide to the Municipality the following basic services as Core Services:

- 1) The Company will deliver Natural Gas to the Consumers in accordance with the Company’s Terms and Conditions, the Company’s Distribution Tariff, the GUA, any regulations thereto, and any Commission orders and decisions.
- 2) The Company will install all Natural Gas facilities required to provide service to the Consumers in accordance with all applicable regulations, codes, applicable standards and common industry practices.
- 3) As required by legislation, the Company will provide and install all necessary regulators and meters necessary for measuring the Natural Gas supplied to each Consumer.
- 4) The Company agrees to collaborate with the Municipality’s emergency response services in an effort to mutually develop emergency response procedures relating to Natural Gas emergencies.
- 5) The Company will provide personnel twenty-four (24) hours a day to investigate and make safe any suspected gas leak inside or outside the Consumer’s premises.
- 6) The Company will utilize the services of qualified personnel for designing all Natural Gas facilities to satisfy all applicable regulatory codes and standards, preparing necessary work order plans and monitoring the distribution network pressures to ensure the Company’s facilities will satisfy the Consumer’s current and future Natural Gas delivery requirements.
- 7) The Company will provide to the Municipality, on request, copies of any and all Natural Gas Distribution Service related written or electronic, where available information or reports required to be filed with the Commission by the Company.
- 8) The Company will provide to the Municipality, upon request and to the extent the information is available, an annual report on the following standards:

a) **System Reliability** - will be measured by:

- i. The number of major outages resulting in a loss of service to Consumers;
- ii. The number of Consumers affected by each major outage; and
- iii. The duration of each major outage.

b) **Consumer Satisfaction** - will be measured by:

- i. Company-wide call centre targets and statistics (wait times, abandoned calls, call volumes, etc); and
- ii. any Consumer complaints received by the Commission.

c) **Public Safety** - will be measured by:

- i. the number of customer injuries and/or damages due to Natural Gas Distribution System failure;
- ii. the number of line hits per total locates completed;
- iii. the number of line hits as a result of inaccurate locates;
- iv. the percentage of the area of the Municipality surveyed for leaks and yearly cathodic protection measures;
- v. the number and nature of calls received from the Municipality and any of its Municipal agencies (including fire department, police department etc.) regarding the Natural Gas Distribution System.

9) Once per year, upon request and subject to any applicable privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting or restricting such disclosure, the Company will provide to the Municipality:

- a) The total number of sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
- b) The total gigajoules (GJ) of Natural Gas consumed by Consumers billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
- c) The franchise fee revenue billed to Consumers within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
- d) Where the Municipality is the customer of record and the Municipality provides a list of those sites to the Company on the form provided by the Company:
 - i. The total number of those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
 - ii. The total gigajoules (GJ) of Natural Gas at those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
 - iii. The franchise fee revenue billed to those sites within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years; and
- e) Such other information as may be agreed upon by the Parties from time to time.

Where privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting such disclosure prevent the Company from providing the information above, the Company will make reasonable attempts to aggregate the information so as to comply with the applicable rules. The

Company will not be obligated to provide such aggregated information if it believes such aggregation will not allow the Company to comply with the applicable rules.

- 10) Upon request by either Party, the Company will meet with the Municipality. Through a mutual exchange of information the Company will keep the Municipality apprised of the Company's construction and upgrading programs planned for the Municipal Service Area and the Municipality will advise the Company of any issues or plans relating to, or potentially impacting, the Natural Gas Distribution System.

SCHEDULE "B" Extra Services

Nothing in this Agreement precludes the Parties from contracting for Extra Services outside the provisions of this Agreement. In the event the Parties do elect to contract for the provision of Extra Services within the provisions of this Agreement and unless otherwise agreed upon by the Parties, nothing in this Agreement will preclude the Company from sub-contracting with third parties for the provision of Extra Services.

Subject to Commission approval, as may be required, any payments from the Municipality to the Company for Extra Services, if agreed to by the Municipality, may be deducted from the Franchise Fee collected from Consumers and otherwise remitted to the Municipality pursuant to paragraph 5 of this Agreement. The timing and quantum of such payments will be as agreed upon by the Parties and set forth in (insert paragraph number from Schedule B) of this Schedule.

RATE RIDER A	FRANCHISE TAX RIDERS
---------------------	-----------------------------

Municipalities

Additions to be made to the rates of customers resident in municipalities that have agreed to accept a percentage of gross revenue of the special franchise tax in lieu of a property tax pursuant to Section 360 of the *Municipal Government Act, 1994, c. M-26.1* (previously Section 14(7) and 14(8) of the *Municipal Taxation Act*).

The percentage shown is to be applied as an addition to the total billings calculated.

<u>Municipality</u>	<u>District</u>	<u>Type</u>	<u>Rate (%)</u>	<u>Decision/Order</u>	<u>Effective Date¹ (yyyy-mm-dd)</u>
Hairy Hill	Two Hills	Village	5.00	E95078	1999-01-01
Radway	Westlock	Village	3.00	E90046	1998-03-01

¹ Any bill rendered after this date is subject to the corresponding rate.

RATE RIDER A	FRANCHISE TAX RIDERS
---------------------	-----------------------------

Métis Settlements

Additions to be made to the rates of customers resident in Métis Settlements that have by bylaw approved Utility Services Agreements providing for the payment of annual utility service fees calculated as a percentage of gross revenues.¹ The percentage shown is to be applied as an addition to the total billings calculated.

<u>Métis Settlement</u>	<u>District</u>	<u>Rate (%)</u>	<u>Decision/Order</u>	<u>Effective Date² (yyyy-mm-dd)</u>
Buffalo Lake	St. Paul	7.00	U2000-236	2000-07-15
Fishing Lake	St. Paul	5.00	U97153	1998-03-01
Gift Lake	Wabasca	7.00	U2003-378	2003-10-01
Kikino	St. Paul	7.00	U2000-107	2000-05-01

¹ The *Métis Settlements Act* (S.A. 1998 Chapter M-14.3) enables the Métis Settlements General Council to legislate by Policy and Settlement Councils to legislate by bylaw on matters related to the operations of utilities within the settlement areas, including the granting of interests in land, the assessment and taxation of these interests, and the licensing of related activities. [s.222(1); Sch.1, ss.14, 19]. Under Métis Settlements General Council *Public Utilities Policy* (GC-P9804; Alberta Gazette, Nov.30, 1998, p.2221) a Settlement may enter into Utility Service Agreement allowing a utility to use land and provide utility services in the Settlement Area and providing for the utility to pay an all inclusive annual service fee. The fee may be determined as a percentage of gross revenue received from services provided in the Settlement Area. Each of the listed Settlements has entered into a Utility Service Agreement with Apex Utilities. Under the *Public Utility Policy* [s.2.3(3)] the Service Agreement takes effect on being approved by bylaw and by the Alberta Energy and Utilities Board.

² Any bill rendered after this date is subject to the corresponding rate.

RATE RIDER A	FRANCHISE TAX RIDERS
---------------------	-----------------------------

Municipalities Governed by Standardized Franchise Agreement

For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Gas Distribution Tariff, including without limitation the fixed charge, base energy charge, demand charge but excluding the cost of gas (being the calculated revenues from the gas cost recovery rate rider or the deemed cost of gas) in that year for Gas Distribution Service within the Municipal Area.

<u>Municipality</u>	<u>Type</u>	<u>District</u>	<u>Rate (%)</u>	<u>Decision / Order</u>	<u>Effective Date⁴ (yyyy-mm-dd)</u>
Athabasca	Town	Athabasca	22.00	29713-D01-2024	2025-01-10
Barrhead	Town	BMW ¹	18.00	29713-D01-2024	2025-01-10
Beaumont	City	Leduc	28.50	29713-D01-2024	2025-01-10
Bonnyville	Town	Bonnyville	21.00	29713-D01-2024	2025-01-10
Bonnyville Beach	Summer Village	Bonnyville	0.00	22812-D01-2017	2017-08-01
Boyle	Village	Athabasca	20.00	29713-D01-2024	2025-01-10
Calmar	Town	Leduc	35.00	29713-D01-2024	2025-01-10
Crystal Springs	Summer Village	Leduc	0.00	29713-D01-2024	2025-01-10
Delia	Village	Hanna	12.00	29713-D01-2024	2025-01-10
Donalda	Village	Stettler	17.50	29750-D01-2025	2025-01-27
Drumheller	Town	Drumheller	27.00	29733-D01-2025	2025-01-10
Elk Point	Town	St. Paul	16.00	29713-D01-2024	2025-01-10
Glendon	Village	St. Paul	4.62	29750-D01-2025	2025-01-27
Grande Cache	Hamlet	Grande Cache	0.00	26045-D01-2020	2021-01-01
Grandview	Summer Village	Leduc	0.00	29713-D01-2024	2025-01-10
Hanna	Town	Hanna	17.50	29713-D01-2024	2025-01-10
Hay Lakes	Village	Leduc	9.00	29713-D01-2024	2025-01-10
High Level	Town	High Level	30.00	29713-D01-2024	2025-01-10
Island Lake	Summer Village	Athabasca	0.00	29713-D01-2024	2025-01-10
Leduc ²	City	Leduc	27.00	29713-D01-2024	2025-01-10
Leduc ³	City	Leduc	35.00	29713-D01-2024	2025-01-10
Ma-Me-O Beach	Summer Village	Leduc	0.00	29713-D01-2024	2025-01-10
Mewatha Beach	Summer Village	Athabasca	6.00	29713-D01-2024	2025-01-10
Morinville	Town	BMW	19.00	29713-D01-2024	2025-01-10
Morrin	Village	Drumheller	12.00	29713-D01-2024	2025-01-10
Munson	Village	Drumheller	11.00	2004-291	2004-12-01
Pelican Narrows	Summer Village	Bonnyville	0.00	29713-D01-2024	2025-01-10
Pincher Creek	Town	Pincher Creek	35.00	29713-D01-2024	2025-01-10
Poplar Bay	Summer Village	Leduc	0.00	29713-D01-2024	2025-01-10
Rochon Sands	Summer Village	Stettler	0.00	29713-D01-2024	2025-01-10
St. Paul	Town	St. Paul	27.00	29713-D01-2024	2025-01-10
Stettler	Town	Stettler	30.00	29713-D01-2024	2025-01-10
Sunset Beach	Summer Village	Athabasca	3.00	29713-D01-2024	2025-01-10
Three Hills	Town	Three Hills	9.00	29713-D01-2024	2025-01-10
Two Hills	Town	Two Hills	23.00		2025-03-17
Waskatenau	Village	BMW	8.00	29713-D01-2024	2025-01-10
Westlock	Town	BMW	29.00	29713-D01-2024	2025-01-10
White Sands	Summer Village	Stettler	0.00	29747-D01-2025	2025-02-01
Willingdon	Hamlet	Two Hills	6.00	2005-005	2005-01-26


¹ BMW denotes Barrhead, Morinville and Westlock.

² Does not apply to service under Rates 3 or 13.

³ Applies only to service under Rates 3 and 13.

⁴ Any bill rendered after this date is subject to the corresponding rate.

		Page 3 of 3 RIDER A
--	--	------------------------

TOWN OF TWO HILLS COUNCIL MEETING AGENDA ITEM						
Meeting Date: 25 March	Confidential:	Yes		No		
Topic: Work on Indigenous/Municipal Police Transition Study						
Originated By: Adam Kozakiewicz			Title:	CAO		
BACKGROUND:						
<p>The Town of Two Hills has been awarded a grant of \$60,000.00 under the Alberta Indigenous/Municipal Police Transition Study Grant Programme. This funding is intended to support a pilot project to implement the use of surveillance cameras in public areas and gather community feedback regarding such initiatives.</p>						
DOCUMENTATION ATTACHED:						
YES						
DISCUSSION:						
COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:						
RECOMMENDED ACTION(S):						
<p>Motion for the Council to approve that the Town of Two Hills immediately commence work on the Indigenous/Municipal Police Transition Study project, in accordance with the <i>Alberta Indigenous/Municipal Police Transition Study Grant Agreement</i>.</p>						
DISTRIBUTION:		Council: X				

**ALBERTA INDIGENOUS/MUNICIPAL POLICE TRANSITION
STUDY GRANT AGREEMENT
("Agreement")**

Between:

HIS MAJESTY IN RIGHT OF ALBERTA

As represented by the Minister of Public Safety and Emergency Services

(the "**Minister**")

and

Town of Two Hills

(the "**Recipient**")

(each a "**Party**" and collectively the "**Parties**")

PREAMBLE:

The Minister is authorized to make grants in accordance with the *Government Organization Act*, RSA 2000, c G-10 ("Act") and the *Ministerial Grants Regulation*, Alta. Reg. 215/2022 ("Grant Regulation") as amended from time-to-time.

The Minister approves conditional grant funding to the Recipient to assist with developing a comprehensive written business case on the feasibility of a stand-alone police service or regional equivalent to support public safety for their community, in accordance with the terms and conditions of this Agreement.

The Minister and the Recipient therefore agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions - In this Agreement, the following expressions have the following meanings:

"Application" means the grant application submitted by the Recipient, attached as Schedule "D" and forming part of this Agreement.

"Effective Date" means effective as at the last date of signing.

"Final Report" means a Final Report as described at Schedule "C" of this Agreement.

“Grant” means the proposed conditional grant described in section 2.

“Grant Proceeds” means the amount of the Grant plus interest earned (if any) on all or part of the Grant.

“Project” means the project described in Schedule “A”, and any modification made in accordance with section 3.2.

“Project Completion Date” means March 31, 2026

“Term” means the period beginning on the Effective Date and ending on the Project Completion Date and includes any extension agreed to in writing by the Deputy Minister.

“Third Party Funding” means Third Party Funding set out in section 2, if specified.

1.2 Section Numbers – Reference in this Agreement to sections or section numbers are to the corresponding numbered provisions of this Agreement.

1.3 Schedules – The following Schedules are incorporated and form a part of this Agreement:

Schedule “A” – Project;
Schedule “B” – Payment;
Schedule “C” – Reporting;
Schedule “D” – Grant Application & Budget

1.4 Interpretation - In the event of any inconsistency or conflict between the Schedules and the body of this Agreement, the body of this Agreement shall govern.

1.5 Entire Agreement – This Agreement, including the Preamble and the Schedules referred to in section 1.3, is the entire agreement between the Minister and the Recipient, and supersedes all previous agreements, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.

2. THE GRANT

2.1 Total Grant Amount – Subject to the Act and the Grant Regulation, to the Recipient complying at all times with the terms and conditions of this Agreement, and to the appropriation of monies for the purposes of this Agreement by the Legislature of Alberta, the Minister may provide a Grant of up to **\$60,000.00** to the Recipient for the purpose of the Project.

- 2.2 Timing of Grant** – The Minister will pay the Grant to the Recipient in the amounts and at the times specified in Schedule “B” to this Agreement and on the conditions set out in section 2.5 and Schedule “A”.
- 2.3 Use of Grant Proceeds** – The Recipient shall use the Grant Proceeds only for the Project. The Recipient shall maintain separate records for the Grant Proceeds that enable the Recipient to identify at any given time the commitments, expenditures, interest earned (if any) and remaining Grant Proceeds balance.
- 2.4 Repayment of Grant Proceeds** – Any portion of the Grant Proceeds that are not expended by the Recipient exclusively for delivering the Project shall, unless otherwise directed by the Minister in writing, become repayable to the Minister within thirty (30) days of the submission of the Final Report, or the date upon which the Final Report is due, whichever is earlier in time.
- 2.5 Payment Conditions** - The obligation of the Minister to pay the Grant to the Recipient, and the Recipient’s authority to retain and expend the Grant Proceeds, are conditional on the Minister, acting reasonably, being and remaining satisfied that:
- (a) if applicable, any funding or other commitments made by third parties in relation to the Project (“Third Party Funding”) has been disclosed to the Minister and is legally binding;
 - (b) the Recipient is in compliance with all of its obligations under this Agreement;
 - (c) the Project is proceeding, continues to conform to the Project as described in Schedule “A”, and will be completed by the Project Completion Date; and
 - (d) if applicable, Third Party Funding sufficient to carry out and complete the Project remains in place.
- 2.6 No Other Financial Assistance** – The Recipient acknowledges that this Agreement does not oblige the Minister in any way to provide grant funding to the Recipient in an amount exceeding the Grant set out in section 2.1 of this Agreement. In the event the Grant provided results in the Recipient modifying the Project, the modification or change shall be done in accordance with section 3.2 and Schedule “A”, as applicable. In the event the Grant provided results in changes to Third Party Funding commitments as set out in section 2, if applicable, the Recipient must inform the Minister in writing of any such changes.

3. OBLIGATIONS OF THE RECIPIENT

- 3.1 Representations** – The Recipient represents and warrants that:

- (a) it has made full, true and plain disclosure to the Minister of all facts relating to the Project that are material to this Agreement;

- (b) the Recipient is duly, validly, and legally authorized to execute and carry out this Agreement and the Project, in accordance with applicable law, and this Agreement will constitute a binding legal obligation on the Recipient;
- (c) the Recipient will ensure that it has acquired or will acquire the knowledge, skill, experience and personnel reasonably required to perform its obligations under this Agreement and that sufficient employees or contractors are assigned to or otherwise enabled to complete the Project;
- (d) if the Project involves contact with persons from the vulnerable sector, the Recipient will take reasonable precautions to ensure that any of its employees, subcontractors and volunteers who are in contact with vulnerable persons do not pose a risk to the vulnerable persons. Reasonable precautions may include requiring the Recipient's employees, subcontractors and volunteers to complete an intervention record check on the Child Intervention Case Information Online System and/or a criminal records check;
- (e) the Recipient has notified and will notify the Minister of any significant changes in Project costs, scope, types of expenditures or Third Party Funding in accordance with Schedule "A" and sections 2.5 and 3.2;
- (f) the Recipient has complied and will comply with all applicable laws in relation to the Project; and
- (g) the Recipient acknowledges that if any of the information provided by the Recipient is determined by the Minister to be false, misleading or inaccurate, then without limiting in any way any right available to the Minister under any applicable law the Minister may require the Recipient to repay all or part of the Grant Proceeds in the amount and within the time period determined by the Minister and such amount shall be considered a debt due to the Minister.

3.2 The Project – The Recipient shall carry out the Project with only such modifications as may be agreed upon in writing by the Minister. The Minister may, on the request of the Recipient and in the Minister's sole discretion, offer minimal consultation and guidance to the Recipient for the purposes of this Agreement.

3.3 Completion and Repayment of Grant – The Recipient shall complete and deliver the Project on or before the Project Completion Date. Any portion of the Grant Proceeds not used or accounted for, or applied toward an expense not related to the Project as determined by the Minister, in accordance with this Agreement, is repayable by the Recipient to the Minister. The Recipient may make a written request to the Minister to carry over any unused Grant Proceeds to another project or to another fiscal year. The Minister may, in its sole discretion, grant the request, grant the request subject to modifications that the Minister sees fit, or deny the request.

3.4 Intellectual Property – The Parties agree that:

- (a) Ownership of any work or material (excluding the reports referred to in section 4) including copyright, patent, industrial design process or trademark, developed or produced under this Agreement by the Recipient, vests in the Recipient.
- (b) The Recipient grants the Minister a royalty-free non-exclusive license for the length of the Project up until the Project Completion Date to produce, reproduce, publish, distribute, transmit, adapt, translate and perform any items referred to in section 3.4(a).
- (c) Ownership of any reports referred to in section 4.4 and Schedule “C” regardless of form and including any copyright, patent, industrial design process or trademark, vests in the Minister.

3.5 Liability for the Grant – The Recipient acknowledges that it will be liable for the full amount of the Grant and will be bound to the terms of this Agreement, notwithstanding the Recipient’s payment of Grant Proceeds to a third party and the subsequent use of any Grant Proceeds by that third party.

3.6 Additional Conditions – The Recipient acknowledges that the Act and the Grant Regulation govern the making of the Grant and the Recipient shall comply with all of the applicable provisions of the Act and the Grant Regulation.

4. RECORDS, REPORTS, AND MONITORING

4.1 Project Records - During the Term and for a period of seven (7) years thereafter, the Recipient shall maintain or cause to be maintained full, accurate and complete records of the activities conducted in furtherance of, and the results achieved through the conduct of, the Project, and make these records available to the Minister upon request. The Recipient acknowledges that any records maintained by the Minister pursuant to this Agreement are subject to the protection and access provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta).

4.2 Financial Records - During the Term and for a period of seven (7) years thereafter, the Recipient shall keep full, accurate and complete records and books of account relating to the receipt and expenditure of the Grant Proceeds and other funds received and expended for the purposes of the Project, and make these records and books of account available to the Minister upon request.

- 4.3 Audit** - The Minister, either with or without its authorized agents may, from time-to-time, upon reasonable notice to the Recipient, audit or examine the records and books of account maintained by the Recipient in accordance with sections 4.1 and 4.2. The cost of any special audit, examination or report shall be payable by the Minister, unless the audit, examination or report reveals a material breach of this Agreement or indicates that the records and books of account were inadequate to permit a determination of how the Grant Proceeds were used by the Recipient or what results were achieved through the conduct of the Project, in which case the cost shall be borne by the Recipient.
- 4.4 Reporting** - The Recipient shall comply with the reporting requirements of Schedule "C".
- 4.5 Inspection** - The Minister is entitled, at reasonable times and upon reasonable notice to the Recipient, to have its authorized agents attend at the premises of the Recipient or at the place(s) where the Project is being carried out, for the purpose of examining the premises and all files, documents and records, and any other assets pertinent to the Project in order to assess whether the Recipient is in compliance with the terms of this Agreement. The Recipient shall provide the authorized agents with such assistance as may be reasonably required during such an inspection. This right of inspection is limited to the purpose of ascertaining whether this Agreement has been complied with, and is not a general right to obtain custody or copies of records in the custody of the Recipient.
- 4.6 Reporting on Termination** – If this Agreement is terminated, the Recipient shall provide the Minister with the reports described in Schedule "C", in accordance with section 8.4. This clause shall survive the termination of this Agreement.

5. LIABILITIES

- 5.1 Indemnity** - The Recipient shall indemnify and hold harmless the Minister from any and all third party claims, demands, actions, and costs whatsoever (including legal costs on a solicitor-client basis) that may arise directly or indirectly out of any act, negligent, willful, or otherwise, or any omission of the Recipient or of its employees, contractors or agents in the performance of this Agreement. This clause shall survive the termination of this Agreement.
- 5.2 General Liability Insurance** – The Recipient shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the *Insurance Act* (Alberta), in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. The Recipient shall provide, on request, evidence of the insurance required under this subsection to the Minister in a format acceptable to the Minister.

- 5.3 Non-Liability of the Minister** - The Minister's responsibility pursuant to this Agreement is limited solely to the payment of the Grant to the Recipient in accordance with the terms and conditions set out in this Agreement, the Act, and the Grant Regulation. The Minister shall not be responsible for any shortfall in funds between the estimated costs and actual costs of completing the Project and shall not be responsible for or provide any loans, loan guarantees, or assume any part of any deficit of the Recipient or its agents.

6. NON-COMPLIANCE

- 6.1 Events of Default** – If, in the Minister's sole discretion, the Recipient fails to proceed with the Project, is not carrying out the Project, alters the Project without the written consent of the Minister, uses any part of the Grant Proceeds other than for the Project, or has otherwise breached any of its obligations pursuant to this Agreement, this will constitute an event of default. Where an event of default occurs, the Minister may give written notice to the Recipient referring to the event of default and requiring the Recipient to remedy the default within the timeframe stated in the notice. Where the Minister gives such notice to the Recipient, the Recipient is required to diligently pursue the remedy of such default to the satisfaction of the Province. For clarity, failure to produce a report as required under Schedule "C" shall constitute an event of default.

- 6.2 Consequences of Default** – If the Minister has given notice pursuant to section 6.1 and the Recipients does not fully remedy the event of default to the satisfaction of the Province within the time specified in the notice, the Minister may do any one or more of the following:

- (a)** Terminate this Agreement immediately.
- (b)** Require the Recipient to repay to the Minister up to the full amount of the Grant Proceeds.
- (c)** Require that the Recipient make no further commitments for expenditures, and incur no further disbursements in relation to the Project, except with the Minister's prior written consent.
- (d)** Require that the Recipient provide an accounting of the full amount of the Grant Proceeds.
- (e)** Pursue any remedy available to the Minister in law or equity.

Without limitation, an event of default shall constitute a material breach under section 4.3 of this Agreement. In the event of termination under this section, the provisions of section 8 will continue to apply.

7. DISPUTE RESOLUTION

- 7.1 Dispute Resolution** - In the event of a dispute regarding the interpretation or operation of this Agreement, the dispute shall be referred as soon as possible to the Minister's Liaison and Recipient's Liaison per section 9.3, who will consult and attempt to resolve the dispute in good faith. If the dispute remains unresolved for a period of ten (10) days after being referred or sooner if the Parties mutually agree, the dispute will be referred to the Deputy Minister Public Safety and Emergency Services (or such successor branch or department of Government of Alberta) for a decision. If the Recipient is dissatisfied with the decision, the Recipient may, within ten (10) days after notice of the decision, refer the decision to the Minister and the Minister's decision will be final and binding upon the Recipient.

8. TERMINATION

In addition to the termination provisions in section 6:

- 8.1 Mutual Termination** – This Agreement may at any time be terminated in writing by mutual agreement of the Parties.
- 8.2 Minister may Terminate** - The Minister may, without cause, terminate this Agreement upon notice in writing to the Recipient.
- 8.3 Actions on Termination** - On termination of this Agreement pursuant to sections 8.1 or 8.2, the Recipient shall pay the Grant Proceeds to or as directed by the Minister, except for the payment of expenses which have actually accrued as a result of this Agreement and prior to the termination, as determined by the Minister.
- 8.4 Reporting** – In the event that this Agreement is terminated, the Recipient shall provide a final report and any other report, information, or document required by the Minister, within 15 days of the termination.
- 8.5** Sections 8.3 and 8.4 shall survive termination of this Agreement.

9. COMMUNICATIONS

- 9.1 Announcement** - The Recipient shall not make any public announcement or issue any press release regarding the entering into this Agreement or the making of the Grant, except in consultation with and with the written approval of the Minister as to the contents of the announcement or press release, which approval shall not be unreasonably withheld.
- 9.2 Notices** - Any notices, approvals, consents and other communication under this Agreement shall be in writing and are effective when delivered in person, by email, mail, or courier to the following respective addresses:

(a) If to the Minister:

c/o Executive Director, Innovation & Program Development
Alberta Public Safety and Emergency Services
10th Floor, John E. Brownlee Building
10365 – 97 Street N.W.
Edmonton, Alberta T5J 3W7
Email: IMPTSG@gov.ab.ca

(b) If to the Recipient:

Recipient Name: Adam Kozakiewicz
Recipient Title: Chief Administrative Officer
Address: P.O. Box 630, 4712 50 St, Town of Two Hills, AB T0B 4K0
Email: cao@townoftwohills.com
Phone: 780-657-3395

Either Party may change its address information by giving written notice to the other in the above manner.

- 9.3 Liaison** - The Minister designates and authorizes the Executive Director, Innovation & Program Development, as having authority to communicate to the Recipient on behalf of the Minister any direction, notice, consent or other communication under this Agreement.

The Recipient designates and authorizes the Director, Indigenous Policing Services, as having authority to communicate to the Minister on behalf of the Recipient any direction, notice, consent or other communication under this Agreement.

9.4

Acknowledgement of Grant - The Recipient agrees to acknowledge the Minister as a financial contributor to the Project in any promotional material related to the Project.

10. NON-DISCLOSURE OF INFORMATION

- 10.1 Any data or information concerning the Minister or any department, board, agency, or commission of the Government of Alberta, other than data or information available as a matter of public record, which is obtained by the Recipient under this Agreement shall be treated as confidential and not disclosed by the Recipient or made known to any person or other entity without the written consent of the Minister. This section shall remain in effect after the expiry or termination of this Agreement, until waived by the Minister in writing.

11. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 11.1** The Recipient acknowledges that this Agreement, including the name of the Recipient, the consideration, term and details of the Agreement, may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* (Alberta).

12. GENERAL PROVISIONS

12.1 Amendment and Waiver - Notwithstanding section 9.2,

- (a)** Subject to the Grant Regulation, this Agreement may be amended only if the amendment is made in writing and signed by a duly authorized representative of the Minister and the Recipient;
- (b)** no waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver; and
- (c)** no representation by either of the Parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.

12.2 No Agency, Employment or Partnership Relationship - Nothing in this Agreement makes, or shall be construed to make, the Recipient or any of its employees, agents or volunteers an agent of the Minister. Nothing in this Agreement creates, or shall be construed to create an employer-employee relationship or a partnership between the Minister and the Recipient or any of its employees, agents or volunteers. The Recipient shall not incur any expenses or debts on behalf of, nor make any commitments for the Minister.

12.3 Compliance – The Recipient shall comply with the provisions of all laws now in force or in force after the signing of this Agreement, that expressly or by implication apply to the Recipient as it relates to this Agreement.

12.4 Conflict of Interest - The Recipient shall ensure that there is neither an actual conflict of interest nor an apparent conflict of interest on the part of the Recipient or its employees, subcontractors or agents in relation to the Agreement, and the Project shall be conducted in accordance with high ethical standards. In the event the Recipient becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the Recipient's performance of the Agreement, the Recipient shall immediately disclose such matter to the Minister in writing.

12.5 Additional Assurances - The Parties agree, from time-to-time, to do all such acts and provide such further assurances and instruments as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and intent.

- 12.6 Assignment** - The Recipient may not assign this Agreement or any right or benefit under it without first obtaining written permission from the Minister. The Recipient may, however, contract with such parties as it sees fit for the purpose of carrying out the Project. No subcontract entered into by the Recipient shall relieve the Recipient from any of its obligations under this Agreement.
- 12.7 Survival** - The Parties' rights and obligations, which by their nature extend beyond the expiration or termination of this Agreement, will survive any expiration or termination of this Agreement, whether or not this survival is expressly contemplated herein.
- 12.8 Choice of Law and Jurisdiction** - This Agreement shall be governed and interpreted in accordance with the laws in force in the Province of Alberta and the Parties hereby irrevocably attorn to the jurisdiction of the courts in the Province of Alberta.
- 12.9 Time Of The Essence** - Time shall be of the essence in all respects of this Agreement.
- 12.10 Severability** - Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.
- 12.11 Counterparts** - This Agreement may be executed in separate counterparts (including delivery by way of facsimile or electronic copy), each of which when so executed and delivered shall be of the same effect as an original until such time that the original is delivered from each party to the other. All counterparts shall be construed together and constitute one and the same Agreement.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF the Parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

HIS MAJESTY IN RIGHT OF ALBERTA, as
represented by the Minister of Public Safety
and Emergency Services or his duly
authorized representative
PER:

Signature

Douglas Morgan

Executive Director
Innovation & Program Development

Date

THE RECIPIENT
Town of Two Hills

PER:



Signature

Adam Kozakiewicz

Chief Administrative Officer

Date

SCHEDULE "A"

PROJECT

Organization Name: Town of Two Hills

Project Name: Alberta Indigenous/Municipal Police Transition Study

Project Contact Name: Adam Kozakiewicz

Contact Phone Number: 780-657-3395

Contact Address: P.O. Box 630, 4712 50 St, Town of Two Hills, AB T0B 4K0
Email: cao@townoftwohills.com

Amount Recommended: \$60,000.00

Summary of Project: The Town of Two Hills wishes to The proposed project seeks to pilot the use of surveillance cameras in public areas and solicit community feedback about such initiatives.

Conditions of Funding: The Recipient shall adhere to all conditions as set forth in this Agreement, the Act, and the Grant Regulation.

SCHEDULE “B”

PAYMENT

Subject to and in accordance with the Act, the Grant Regulation, and the Agreement, a Grant of \$60,000.00 will be paid within a reasonable time after the Effective Date.

SCHEDULE “C”

REPORTING

The Recipient shall provide reports to the Minister upon request.

The Recipient shall provide in a form acceptable to the Minister, the final Report (narrative, statistics and financials) for the period of the Effective Date to the Project Completion Date, due on or before 30 days after the Project Completion Date.

The Final Report shall include:

- (a) A final narrative report in a form prescribed by the Minister
- (b) a complete financial statement respecting the spending of the Grant Proceeds prepared according to generally accepted accounting principles;
- (c) copies of any materials or resources developed as part of the Project; and
- (d) any other information as requested by the Director, Indigenous Policing, Ministry of Public Safety and Emergency Services.

SCHEDULE "D"

**GRANT APPLICATION & BUDGET
(SEE ATTACHED)**

ALBERTA INDIGENOUS & MUNICIPAL POLICE TRANSITION GRANT PROGRAM

Grant Criteria

GRANT PURPOSE

The Alberta Indigenous and Municipal Police Transition Grant program provides one time grant funding that is available for a feasibility study that considers various policing and community safety models to determine whether and which model might be the best fit for your community; including a stand-alone police service or regional equivalent.

GRANT OBJECTIVES

The feasibility study must be Alberta-based and meet the following objectives:

- Explore and/or incorporate innovative, promising, or proven policing models and public safety practices
- Consider community engagement focused on understanding the underlying causes of crime and victimization; to create public safety measures and activities dedicated to crime reduction outcomes
- Provide the community with perspective of the policing model that directly addresses public safety concerns/measures for your community and all its citizens

GRANT OVERVIEW

Funding to a maximum \$30,000 per community, is available to support the development of a feasibility study for the viability of a stand-alone police service or regional equivalent. Applications that include more than one Indigenous community or municipality will be considered for a joint or shared initiative. These collaborative applications will be considered in their totality and funding will be determined for the initiative as a whole allowing for \$30,000 per participant if required.

The feasibility study should consider and include the following:

- Community Background and History
- Community and stakeholder perspectives
- Understanding of the issue and possible solutions (i.e., consider various community policing models)
- Informed Data (i.e., policing stats, environmental scan)
- Implementation Plan (community capacity to implement and resource requirements)
- Transition plan to move from current state to future state
- Anticipated Costs and Timelines
- Strategic Alignment (value to the community and Albertans)
- Organizational Impact
- Assumptions and Constraints

- Benefits, Risks and Opportunities (i.e., cost-benefit analysis)
- Recommendation(s)

Eligible Applicants

Applicants must be located in Alberta and be one of the following:

- First Nations
- Metis Settlements
- Municipalities

Ineligible Applicants

- Individuals
- Academic institutions
- For-profit organizations
- Crown corporations
- Publicly funded institutions

Eligible Expenses

Funding is for direct project costs only and limited to the period of the proposed funding. This may include:

- Staffing salaries (i.e., specify what role community staff would be required for, as this may be covered under program administration)
- Staff/Volunteer Travel (mileage, car rental)
- Staff/Volunteer accommodation
- Honoraria (e.g., for Elders)
- Consultant Fees (if required); with justification for expenditures (based on identified deliverables)
- Consultant Travel (mileage, car rental, accommodations); proportional to Consultant Fees budget
- Program Administration:
 - (Operational costs, rent, internet/tech)
- Program Materials or Equipment to support the implementation of the project (e.g., pamphlets, surveys)
- Office supplies

Ineligible Expenses

- Capital costs that include but are not limited to land or vehicle purchases, facility renovations, etc.
- Legal costs
- Flow through funding to not-for-profit organizations
- Debt repayment

- Donations/subsidies to third parties
- Financing charges and interest payments on loans
- Lobbying activities
- Establishing or contributing to a reserve/contingency account

Ineligible Projects & Activities

- Projects that plan to send grant monies to another organization for third party use (i.e., flow-through funding; setting up grants and loans)
- Retroactive expenses incurred prior to the commencement of the grant agreement term date

Conflict of Interest

In addition to complying with related legislation and the terms in the Conditional Grant Agreement, an individual affiliated with the grant application or recipient(s) should not place themselves in an apparent or actual conflict of interest related to the grant funds.

A conflict of interest arises when a conflict between an individual's personal interests (what they could gain financially or otherwise) and their duty to apply for or administer the grant funds in an accountable and transparent manner are in question.

A conflict of interest may be actual or perceived. Actual conflict exists where an individual's personal interests could improperly influence the recipient's duty to utilize the grant funds in a responsible and accountable manner. For example, an individual employed by the recipient wants to use the grant funds to rent a vehicle from a private company owned by the individual. An actual conflict of interest exists because the individual personally benefits from this decision.

Perceived conflict of interest exists when there is the appearance that an individual has a private interest that could improperly influence the individual's duty to act in the best interests of the grant recipient.

Whether a conflict of interest is categorized as actual or perceived, the individuals affiliated with the grant recipient should avoid placing themselves in a situation where their personal interest could interfere with their duty to be transparent and accountable with the use of the grant funds. For example, the individual should ensure that their family members or the businesses they have an interest in not be involved with the project and in no way personally benefit from the Government of Alberta funding that was provided.

As soon as reasonably possible after becoming aware of a personal interest that causes or is likely to cause a conflict of interest in relation to a grant application, the grant applicant or recipient must give notice of the conflict to the Ministry of Public Safety and Emergency Services. After giving notice of a conflict, the grant applicant may not commence nor continue until instructed to do so by the department and may not be allowed to proceed.

Amount of funding Available

One time funding to a maximum \$30,000 for time-limited projects.

NOTE: Funding is limited. Not all applications will be funded, and others may be recommended for a lesser amount.

NOTE: Multiple Indigenous communities or municipalities can collaborate on a joint or shared initiative. These applications will be considered in their totality and funding will be determined for the initiative as a whole.

Supporting Documents Required when Applying

1. Letter documenting support and/or partnership from leadership (Indigenous/Municipal/Regional).
2. When multiple Indigenous communities or municipalities collaborate on a joint or shared initiative; letters documenting support and/or partnership from leadership of each Indigenous or municipal community must be included on the application.

Before Applying

- Refer to the Alberta Community Policing grant criteria in this document for eligibility requirements.
- Obtain your supporting documents.

NOTE: Please contact our office if you need help completing the application.

CONTACT: For questions regarding application or program details:

Email: imptsg@gov.ab.ca

Please keep a copy of your application for your records

Reporting

- Successful applicants will be required to submit a final report (i.e., on the process undertaken, who was hired, extent of the community engagement, etc.) following the end of the grant term, an example template will be provided.

Financial Reporting

- An Actuals Financial Report is required upon the end of the grant year and term (template will be provide).
- Alberta Community Policing grant money that is not spent on the approved project in excess of \$200 must be returned.

INDIGENOUS & MUNICIPAL POLICE TRANSITION STUDY GRANT APPLICATION

The information in your application will be used by Alberta Public Safety and Emergency Service to assess your funding request. The information will be used for the administration of the Alberta Indigenous and Municipal Police Transition Study Grant program. The information will be shared with members of the Alberta Indigenous and Municipal Police Transition Study Grant program review committee and could be shared with other provincial government departments, other levels of government, and partners outside of government that may have an interest in your funding request. The information will not be shared with any other third party except as allowed by the *Freedom of Information and Protection of Privacy Act*. This information is collected and used under the authority of section 33(c) of the *Freedom of Information and Protection of Privacy Act*.

A – Organization Information

Legal Name of Organization:

Mailing Address:

City:

Province:

Postal Code:

Organization Contact Information (Legal Authorized Signing Authority Contact):

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Other:

Name:

Organization Position Title:

Phone:

Email: cao@townoftwohills.com

Main Contact for Program/Project:

Phone:

Email:

B – Type of Organization (select one only)

- ☐ First Nation
- ☐ Metis Settlement
- ☐ Municipal Government

C. Project Information

Project Focus – select all that describe the scope of your feasibility study

- ☐ Community stand-alone police service
- ☐ Regional stand-alone police service
- ☐ Other – please describe below:

Project Length – a maximum of 12 months as of approval date

Project Description

1. What are the public safety related issue(s) in your community that this initiative intends to address? Briefly describe how your plan will address the issues identified. (Max 300 words)
2. Describe the key activities/processes that will be undertaken in the development of your feasibility study (i.e., will funds support existing staff to develop the feasibility study or will you contract a consultant)? (Max 300 words)
3. Please identify the stakeholders (i.e., community members, business owners, public safety partners, etc.) that you will include in engagement activities? (Max 300 words)
4. Do you have other sources of funding for this initiative? If yes, please list the source, the amount and provisions of funding.

Section D –Budget Request Template

GRANT BUDGET	
<i>Estimated Revenue For this Project</i>	
Amount requested from Alberta Public Safety and Emergency Services	\$
Other Funding (specify funder)	\$
(A) TOTAL REVENUE	\$
<i>Estimated Expenses – include dollar amount for each 'line item' and include explanatory document for each expense.</i>	
Salaries	\$
Staff/Volunteer Travel	\$
Honoraria (Elders)	\$
Consultant Fees (with justification for expenditures)	\$
Consultant Travel (mileage, car rental, accommodations)	\$
Office Supplies	\$
Program Materials	\$
Program Administration	\$
Other (specify)	\$
(B) TOTAL EXPENSES	\$
(A-B) TOTAL BUDGET Revenue Less Expense	\$

All boxes must be checked to proceed

I hereby acknowledge that:

- ☐ The information contained in this application and the enclosed documents is true, accurate, and complete.
- ☐ I am a representative with designated signing authority/decision-making authority in our Organization.
- ☐ The Organization's governing legal entity is in full support of this application.
- ☐ The grant, if approved, will be spent solely for the purposes described in this application.
- ☐ I have read and understood the Alberta Indigenous and Municipal Police Transition Study Grant criteria prior to completing the grant application form.

Attestation Statement:

I, (Name)

(Designation/Title)

am the authorized signatory and representative of (Organization) understand the personal information being collected is for the purposes described at the beginning of this form.

I hereby attest that the information I have provided in this form is true, accurate and complete to the best of my knowledge and I understand that any falsification, omission, or concealment of material fact may be subject to administrative, civil or criminal liability.

By checking this box, I understand that this application may be shared with other Government of Alberta departments, Police, and related municipal and federal government representatives in the interest of assessing the information provided by my organization.

This attestation is dated: _____

Submitting your grant application:

To make sure your application is reviewed and processed as quickly as possible, please check, complete, and attach the following items **before you submit**.

Mandatory information required:

- ☐ Completed sections **A** through **D** of the Alberta Indigenous and Municipal Police Transition Study Grant Application Form.
- ☐ Completed Attestation Statement completed. Grant applications from multiple communities requires Attestation Statement sign-off from each community.
- ☐ Letter of Support. Grant applications from multiple communities require Letters of Support, from leadership of each community.

Please submit your completed application along with all supporting documentation to:
imptsg@gov.ab.ca

Emailed applications are preferred; however, if you are unable to do so, please mail your application package to:

Alberta Indigenous and Municipal Transition Study Grant Program
Innovations, Reform and Emergency Services
Alberta Public Safety & Emergency Services
10th floor, 10365 - 97 Street NW
Edmonton, AB T5J 3W7

Attach the application and all required supporting documents to an email to complete your application package submission.

Note: Electronic submission with attestations statements and/or digital signature are preferred.



admin@myrnam.ca

**VILLAGE OF MYRNAM
5007 – 50 STREET, BOX 278
MYRNAM, ALBERTA
T0B 3K0**



780-366-3910

February 25, 2025

Alberta Public Safety & Emergency Services
10th Floor, 10365 – 97 St NW
Edmonton, AB
T5J 3W7

Re: Alberta Indigenous and Municipal Transition Study Grant Program Letter of Support and Confirmation of Partnership


The Village of Myrnam is proud to fully support the joint application with the Town of Two Hills for the Alberta Indigenous and Municipal Transition Study Grant Program.

We look forward to collaborating with the Town of Two Hills and believe this initiative will strengthen public safety and community trust.

Sincerely,
VILLAGE OF MYRNAM

Elsie Kiziak
Chief Administrative Officer

AGENDA ITEM NO.: ()

TOWN OF TWO HILLS COUNCIL MEETING AGENDA ITEM							
Meeting Date: 25 March			Confidential:		Yes		No
Topic: <i>Assessment Comparison and Growth Estimate</i>							
Originated By: Adam Kozakiewicz				Title:	CAO		
BACKGROUND:							
<p>An assessment comparison report, provided by Wainwright Assessment Group Ltd., outlines the changes in assessment totals between the current year and the previous year. The report also includes an estimate of assessment growth attributed to new construction, renovations, and upgrades.</p>							
DOCUMENTATION ATTACHED:							
Yes							
DISCUSSION:							
COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:							
RECOMMENDED ACTION(S):							
<p>Motion that the Council approve the forwarding of the <i>Assessment Comparison and Growth Estimate</i> to the budget meeting for discussion and consideration.</p>							
DISTRIBUTION: Council: X							

Municipal Assessment

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
01	RESIDENTIAL/SCH. RED./TAXABLE	487	T	5,941,670	55,408,950	0	61,350,620 ✓
02	FARMLAND/SCH. RED./TAXABLE	1	T	7,160	0	0	7,160 ✓
03	COMMERCIAL/FULL RATE/TAXABLE	78	T	1,061,080	8,639,870	0	9,700,950 ✓
04	INDUSTRIAL/FULL RATE/TAXABLE	12	T	216,020	907,390	0	1,123,410 ✓
08	TELUS/FULL RATE/TAXABLE	1	T	1,620	37,580	0	39,200 ✓
11	Machinery & Equipment	1	T	0	27,810	0	27,810 ✓
14	VACANT-RES. SCH. RED./TAXABLE	55	T	612,300	0	0	612,300 ✓

Taxable Total: 635 7,839,850 65,021,600 0 72,861,450

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
05	GIL FEDERAL/FULL RATE/TAXABLE	3	G	23,050	230,100	0	253,150 ✓
06	GIL FEDERAL RES./SCH. RED./TAX.	3	G	34,130	478,500	0	512,630 ✓

Grant-In-Lieu Total: 6 57,180 708,600 0 765,780

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
07	GIL PROVINCIAL/FULL RATE/TAX.	7	X	115,840	195,880	0	311,720 ✓

Mun. Only Total: 7 115,840 195,880 0 311,720

Sub Total: 648 8,012,870 65,926,080 0 73,938,950

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
16	EXEMPT MUNICIPAL	91	E	990,470	9,689,190	0	10,679,660
17	EXEMPT SCHOOL	4	E	163,720	14,990,870	0	15,154,590
18	EXEMPT HOSPITAL	1	E	62,370	14,783,330	0	14,845,700
21	EXEMPT CHURCHES	7	E	84,140	383,710	0	467,850
22	EXEMPT SENIOR HOUSING	4	E	94,530	2,571,360	0	2,665,890
23	EXEMPT LIBRARY	1	E	1,430	46,820	0	48,250
24	EXEMPT NON-PROFITS	5	E	91,410	396,040	0	487,450
25	EXEMPT MUSEUM	1	E	33,200	85,640	0	118,840

Exempt Total: 114 1,521,270 42,946,960 0 44,468,230

For Municipal Assessment: 762 9,534,140 108,873,040 0 118,407,180

Grand Totals

Taxable Total: 635 7,839,850 65,021,600 0 72,861,450

Grant-In-Lieu Total: 6 57,180 708,600 0 765,780

Mun. Only Total: 7 115,840 195,880 0 311,720

Taxable & Grant-in-Lieu & Mun. Only Total: 648 8,012,870 65,926,080 0 73,938,950

Exempt Total: 114 1,521,270 42,946,960 0 44,468,230

Parcels: 757 762 9,534,140 108,873,040 0 118,407,180

Municipal Assessment

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
01	RESIDENTIAL/SCH. RED./TAXABLE	485	T	5,923,150	58,707,000	0	64,630,150 ✓
02	FARMLAND/SCH. RED./TAXABLE	1	T	7,160	0	0	7,160 ✓
03	COMMERCIAL/FULL RATE/TAXABLE	76	T	1,135,790	9,076,830	0	10,212,620 ✓
04	INDUSTRIAL/FULL RATE/TAXABLE	11	T	224,180	920,610	0	1,144,790 ✓
08	TELUS/FULL RATE/TAXABLE	1	T	1,620	37,990	0	39,610 ✓
11	Machinery & Equipment	1	T	0	29,310	0	29,310 ✓
14	VACANT-RES. SCH. RED./TAXABLE	40	T	565,180	0	0	565,180 ✓
15	DERELICT-RES/FULL RATE/TAXABLE	8	T	0	53,340	0	53,340 ✓
Taxable Total:		623		7,857,080	68,825,080	0	76,682,160

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
05	GIL FEDERAL/FULL RATE/TAXABLE	3	G	23,050	242,390	0	265,440
06	GIL FEDERAL RES./SCH. RED./TAX.	3	G	34,130	499,060	0	533,190 ✓
Grant-In-Lieu Total:		6		57,180	741,450	0	798,630

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
07	GIL PROVINCIAL/FULL RATE/TAX.	7	X	135,580	198,040	0	333,620 ✓
Mun. Only Total:		7		135,580	198,040	0	333,620

Sub Total: 636 8,049,840 69,764,570 0 77,814,410

<u>Code</u>	<u>Description</u>	<u>Records</u>	<u>Status</u>	<u>Land</u>	<u>Impr.</u>	<u>Other</u>	<u>Total</u>
16	EXEMPT MUNICIPAL	109	E	1,069,850	9,759,690	0	10,829,540
17	EXEMPT SCHOOL	4	E	163,720	15,051,470	0	15,215,190
18	EXEMPT HOSPITAL	1	E	62,370	14,931,320	0	14,993,690
21	EXEMPT CHURCHES	7	E	84,140	387,340	0	471,480
22	EXEMPT SENIOR HOUSING	4	E	94,530	2,578,250	0	2,672,780
23	EXEMPT LIBRARY	1	E	1,430	46,050	0	47,480
24	EXEMPT NON-PROFITS	5	E	95,410	401,650	0	497,060
25	EXEMPT MUSEUM	1	E	33,200	89,720	0	122,920
Exempt Total:		132		1,604,650	43,245,490	0	44,850,140

For Municipal Assessment: 768 9,654,490 113,010,060 0 122,664,550

Grand Totals

Taxable Total:	623	7,857,080	68,825,080	0	76,682,160
Grant-In-Lieu Total:	6	57,180	741,450	0	798,630
Mun. Only Total:	7	135,580	198,040	0	333,620
Taxable & Grant-in-Lieu & Mun. Only Total:	636	8,049,840	69,764,570	0	77,814,410
Exempt Total:	132	1,604,650	43,245,490	0	44,850,140
Parcels: 755	768	9,654,490	113,010,060	0	122,664,550


ASSESSMENT COMPARISONS - RE: ANNUAL ASSESSMENT

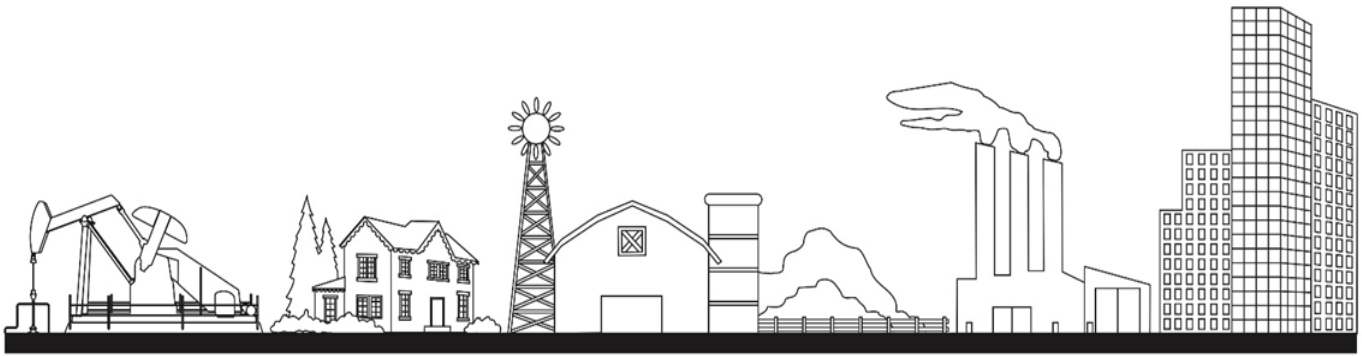
2023 (2024 Tax Year) vs 2024 (2025 Tax Year)

Municipality: Two Hills

Date: March 20, 2025

ASSESSMENT TYPES:		PREVIOUS ASSESSMENT DOLLARS	CURRENT ASSESSMENT DOLLARS		INCREASE DECREASE
FL & M&E		Roll Total 2023	Roll Total 2024	Difference	%
TAXABLE	FARMLAND	\$7,160	\$7,160	\$0	0.00%
	N/A			\$0	0.00%
	N/A			\$0	0.00%
	N/A			\$0	0.00%
	SUB TOTAL	\$7,160	\$7,160	\$0	0.00%
TAXABLE	M&E	\$27,810	\$29,310	\$1,500	5.39%
	N/A			\$0	0.00%
	OTHER			\$0	0.00%
	SUB TOTAL	\$27,810	\$29,310	\$1,500	5.39%
TOTAL FL & M&E		\$34,970	\$36,470	\$1,500	4.29%
LAND & IMPROVEMENTS		Roll Total 2023	Roll Total 2024	Difference	%
TAXABLE	COMMERCIAL	\$9,740,150	\$10,252,230	\$512,080	5.26%
	INDUSTRIAL	\$1,123,410	\$1,144,790	\$21,380	1.90%
	RESIDENTIAL	\$61,962,920	\$65,248,670	\$3,285,750	5.30%
	N/A			\$0	0.00%
	SUB TOTAL	\$72,826,480	\$76,645,690	\$3,819,210	5.24%
GIL (PROV)	NONRES	\$311,720	\$333,620	\$21,900	7.03%
GIL (FED)	RESIDENTIAL	\$512,630	\$533,190	\$20,560	4.01%
GIL (FED)	OTHER	\$253,150	\$265,440	\$12,290	4.85%
	SUB TOTAL	\$1,077,500	\$1,132,250	\$54,750	5.08%
TOTAL LAND & IMPROVEMENTS		\$73,903,980	\$77,777,940	\$3,873,960	5.24%
CHIEF PROV. ASSESSOR		Roll Total 2023	Roll Total 2024	Difference	%
TAXABLE	FARMLAND DIP			\$0	0.00%
	M & E DIP			\$0	0.00%
	A. G. T. - TELUS			\$0	0.00%
	TELECOM			\$0	0.00%
	PIPELINE			\$0	0.00%
	WELLS			\$0	0.00%
	RAILWAY R/W			\$0	0.00%
	SUB TOTAL	\$0	\$0	\$0	0.00%
TOTAL CHIEF PROV. ASSESSOR		\$0	\$0	\$0	0.00%
TOTAL LAND, IMPROVEMENTS, & CHIEF PROV. ASSESSOR		\$73,938,950	\$77,814,410	\$3,875,460	5.24%
NOTE: ALL THE ABOVE TOTALS EXCLUDE EXEMPT PROPERTIES & CHIEF PROV. ASSESSOR (LINEAR/DIP)					

TOWN OF TWO HILLS COUNCIL MEETING AGENDA ITEM							
Meeting Date: 25 March 2025			Confidential:		Yes		No
Topic: <i>Renewal of Assessment Services Contract</i>							
Originated By: Adam Kozakiewicz				Title:	CAO		
BACKGROUND:							
<p>Wainwright Assessment Group Ltd. has provided property assessment services for the Town of Two Hills under a contract expiring on 31 March 2025. In light of inflationary pressures, they have proposed a three-year contract renewal, effective 1 April 2025 through 31 March 2028, with an annual fee increase of 2.5%.</p>							
DOCUMENTATION ATTACHED:							
The letter							
DISCUSSION:							
<p>1-Approve the contract renewal:</p> <ul style="list-style-type: none"> • Renew the assessment services contract for three years at a 2.5% annual fee increase. • Ensure continuity in property assessment services. <p>2-Decline the contract renewal:</p> <ul style="list-style-type: none"> • Explore alternate providers for property assessment services. • Address potential disruptions in service during the transition period. 							
COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:							
RECOMMENDED ACTION(S):							
<p>Option A:</p> <ol style="list-style-type: none"> 1. Motion that the Council approve the renewal of the Assessment Services Contract with Wainwright Assessment Group Ltd., including a 2.5% annual fee increase. <p>Option B:</p> <ol style="list-style-type: none"> 1. Motion that the Council opt not to renew the Assessment Services Contract with Wainwright Assessment Group Ltd., including the proposed 2.5% annual fee increase. <p>AND</p> <ol style="list-style-type: none"> 2. Motion that the Council authorise the Administration to initiate a procurement process for a new assessment service provider and prepare a transition plan to mitigate any potential service disruptions. 							
DISTRIBUTION:		Council: X					



WAINWRIGHT ASSESSMENT GROUP LTD.

604 - 10 Street
Wainwright, AB T9W 1E2
Phone (780) 842-5002
Fax (780) 842-5003
appraisals@wainwrightassessment.ca

March 17, 2025

Town of Two Hills
Attn: Adam Kozakiewicz, CAO
P.O. Box 630
Two Hills, AB T0B 4K0

Dear Adam:

Re: Proposal to Renew Assessment Services Contract

Our current property assessment services contract with the Town of Two Hills expires March 31, 2025. We would like to renew our contract with the Town of Two Hills for a period of 3 years (April 1, 2025 to March 31, 2028). We do our best to hold the line on our fees, however due to inflation a 2.5% per year increase is proposed.


Please review the attached proposal and confirm by either phone or email how to proceed. If you have any questions, they can be directed to the writer at 780-842-5002.

Respectfully submitted,

Larry James, AMAA, CRA, P.App
Wainwright Assessment Group Ltd.

LJ/rm

Attachment

TOWN OF TWO HILLS COUNCIL MEETING AGENDA ITEM							
Meeting Date: 25 March 2025			Confidential:		Yes	No	
Topic: <i>Sidewalk Trip Hazard Repair Project - Year 2</i>							
Originated By: A. Kozakiewicz				Title:		CAO	
BACKGROUND:							
<p>Safesidewalks Canada Inc. (SSC) has provided the Town of Two Hills with an ongoing sidewalk trip hazard mitigation programme. In August 2023, an assessment identified approximately 433 sidewalk panels with vertical displacement hazards. The initial estimated budget for complete remediation was \$64,950, which is planned to be completed over several years. In 2024, a \$20,000 budget was allocated to repair approximately 364 inches/feet of sidewalk, successfully addressing the most pressing trip hazards.</p> <p>The proposal for 2025 includes an additional \$20,000 budget for sidewalk saw-cutting and repair of remaining trip hazards, focusing on those with a vertical displacement of ½ inch or more. The objective is to continue addressing the identified hazards systematically to ensure public safety and improved accessibility across the community.</p>							
DOCUMENTATION ATTACHED:							
<ul style="list-style-type: none"> - Proposal JA24085 from Safesidewalks Canada Inc. - Memorandum of Understanding (MoU) 							
DISCUSSION:							
<p>The work proposed for the spring/summer of 2025 involves:</p> <ul style="list-style-type: none"> • \$20,000 allocated to address vertically displaced sidewalk panels with a minimum ½" displacement. • Saw-cutting the edges of the panels at a 1:8 slope, at a rate of \$60 per inch/foot of concrete removed, resulting in approximately 333 inches of sidewalk repair work, which equates to about 133 locations, depending on the size of each hazard. • SSC recommends beginning the repairs at one end of the town and working systematically through the community to avoid unnecessary mobilization costs and improve efficiency. 							
COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:							
RECOMMENDED ACTION(S):							
<p>Motion for the Council to approve the proposed \$20,000 budget for 2025 and the MoU with Safesidewalks Canada Inc., to continue the sidewalk trip hazard repair work, in alignment with the objectives of the multi-year remediation plan.</p>							
DISTRIBUTION:							
Council: X							

March 13, 2025

Adam Kozakiewicz
CAO
Town of Two Hills
4712 50 Street, P.O. Box 630
Two Hills, AB
T0B 4K0
Ph: 780.657.3395
Cell: 780.603.4565
Email: cao@townoftwohills.com

**Subject: Proposal JA24085 Town of Two Hills - Sidewalk Trip Hazard Repair Project – Year 2**

Adam,

Safesidewalks Canada Inc. (SSC) appreciates the opportunity to provide sidewalk trip hazard mitigation services for the **Town of Two Hills**. We look forward to improving sidewalk accessibility and mobility for your community.

Please review, sign, and return this MoU as confirmation of your acceptance of sidewalk trip hazard remediation work and issue a P.O. (if required) at your earliest convenience. This will enable us to schedule our resources appropriately.

Scope of Work:

\$20,000 of saw-cutting repair work per year over multiple years until the town is completed. The Sidewalk Condition Assessment (SCA) performed by SSC in August 2023 identified ~433 sidewalk panels with vertical displacement trip hazards at a budgetary cost of \$64,950*. In 2024, we repaired \$20,000 of trip hazards which equaled 364 in/ft. The multi-year budget and term of the MoU will up to the discretion of the Town of Two Hills, in consultation with SSC. The MoU is not a binding document – both parties can discuss the particulars each year and adjust as required.

Spring/Summer 2025

- \$20,000 sidewalk saw-cutting trip edge repair work, focused on any vertically displaced sidewalk panels with a minimum ½” displacement, saw-cut at a 1:8 slope, based on the SSC municipal preferred rate of \$60 inch/foot of concrete removed. The average cost per repair is typically ~\$150 per trip hazard, depending on size of hazard and width of panel. Therefore, based on a \$20,000 budget at a rate of \$60 in/ft, we’ll cut a total of ~333 in/ft., which equates to ~133 locations, depending on the size of each trip hazard.
- To minimize our mobilization, SSC recommends starting the project at one end of town and systematically work through the community by “sweep” cutting any trip edge that has a vertical displacement of a ½” and greater. SSC discourages spot-cutting to better manage the municipal sidewalk saw-cutting repair program for both parties.
- We track our progress through a work summary report we will provide you at the end of the project. We precisely measure each trip hazard we cut, in order that the work completed is fully transparent. We mitigate all trip hazards until your \$20k budget is exhausted.
- Schedule to be discussed and formalized between SSC and the **Town of Two Hills**. SSC technician crews work weekdays and weekends. If there are any blackout days you want SSC to avoid, please let us know.
- We recommend implementing a similar repair program for 2026 and beyond, based on available budget.

2024 – COMPLETED

- \$20,000 budget dedicated towards vertically displaced trip hazard repairs. A change order was requested, and 16.50 in/ft added for a vehicle access curb cut beside the Mini Mex Bakery on 47 Ave & 51 St totaling \$1,361.25.

2025

- Repair plan to mirror 2024 (\$20,000 budget dedicated towards remaining trip hazard repairs). We can discuss any extra residential or business trip hazard repair work prior to scheduling the town's main sidewalk repair project.

2026

- Repair plan to mirror 2025 (\$20,000 budget dedicated towards remaining trip hazard repairs).

2027+

- Repair plan TBD based on remaining work. Other repair services to be discussed/considered (i.e. spalled panel resurfacing, slab lifting, etc.). Budget and scope of work TBD.

SSC Deliverables:

- A project progress report will be provided to the **Town of Two Hills** upon completion of the work, verifying the in/ft cut and exact repair locations.
- A year-end completion report with cost-savings summary will be provided to the **Town of Two Hills**, including a plotted pin map identifying the repair work completed.
- Open and transparent communication with the **Town of Two Hills** during the project. We will not exceed the agreed upon budget unless directed to do so by the **Town of Two Hills**.

Sole Source Criteria:

- Safesidewalks Canada is the only concrete repair service provider that can provide smooth horizontal saw-cutting of raised sidewalk trip hazards with cutting-edge dual vacuum dust control.
- Safesidewalks Canada provides unbiased, third-party trip hazard sidewalk condition assessment reports, showing the GIS coordinates of each deficiency on a plotted pin map, individual hazard photos and repair cost estimate.
- There are no other providers that can perform services equivalent to that of Safesidewalks Canada. Competition in providing the above-named services is precluded by the existence of a patent, as well as proprietary knowledge coming from 10+ years of the successful delivery of this service to Alberta municipalities throughout Canada.

Regards,



Jeff Adolf
Business Development Manager
Safesidewalks Canada Inc.
Edmonton, AB
E: jeff@safesidewalks.ca
C: 780-278-4434

Town of Two Hills MoU Acknowledgement



Date: _____

Name: _____

Title: _____

Signature: _____

Safesidewalks Canada is COR certified, holds numerous safety credentials and are a fully insured corporation.





Contact: Jeff Adolf

Cell: 780-278-4434

SIDEWALK ASSET MANAGEMENT

PROGRAM SAVINGS

Presented to:
TOWN OF TWO HILLS

November 2024

The information in this summary is confidential and is to be used only by the intended recipient and Safesidewalks Canada Inc. in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

COMMITMENT SUMMARY

COST SAVINGS

We repair your sidewalks for 40-80% less than sidewalk replacement, which means you can do more for your community for less.

AODA COMPLIANCE

Patented technology that brings sidewalks into AODA compliance.

CLEAN

Our patented containment system captures dust and debris to bring you the cleanest process available.

SAFE

Decrease liability on your pedestrian walkways.

DETAILED REPORTING

We track our jobs with honesty and integrity. Invoices show measurements, locations and cost for each hazard.

LOW IMPACT

Efficient systems with an average removal time of 20 minutes, no sidewalk closures.

FULL SERVICE CONTRACTOR

Complete GIS integration, mapping, etc.



ENVIRONMENTAL IMPACT EXAMPLE:

Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds). Using Safesidewalks Canada Inc. for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of CO₂.

2024 AREAS COMPLETED

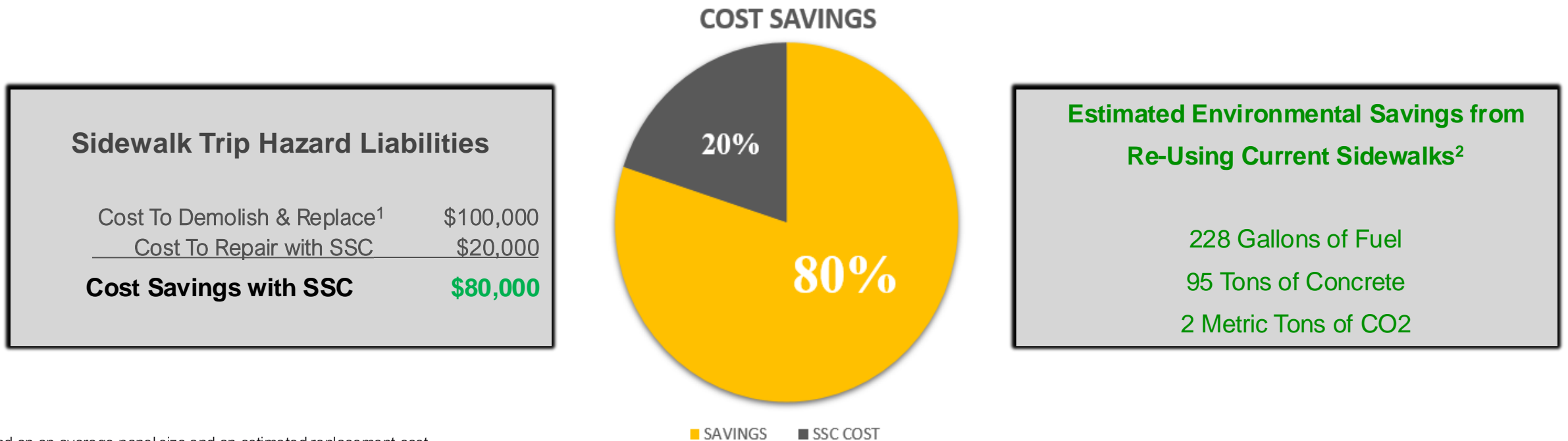
Budget = \$20,000

- Hazards Repaired: 162 cuts
- Concrete Removed: 364.00 In.Ft.



COST SAVINGS 2024

Total cost for using **Safesidewalks Canada Inc.** for sidewalk repairs has been \$20,000, resulting in **an estimated savings of \$80,000¹ for the Town of Two Hills.**

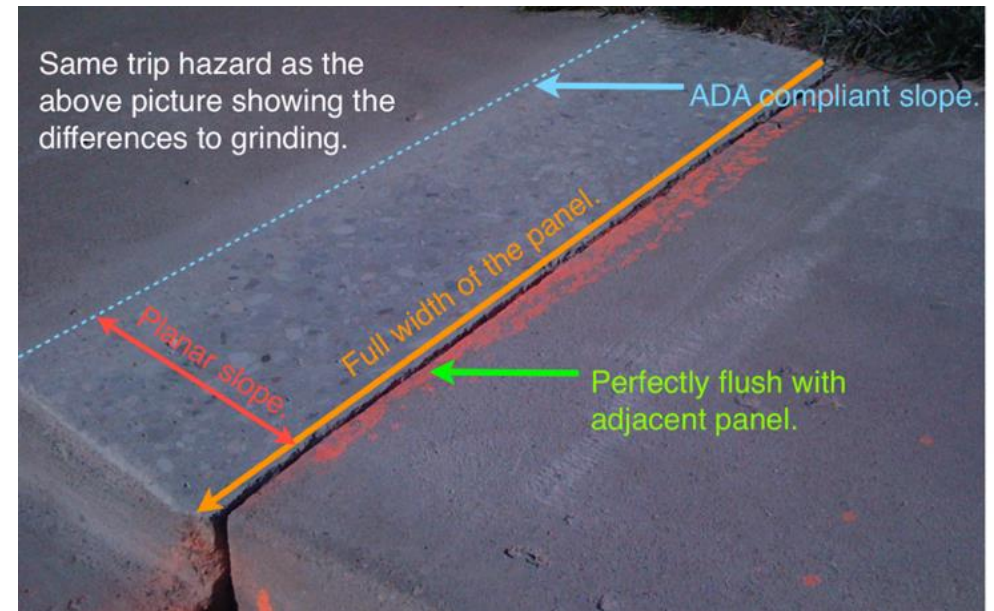
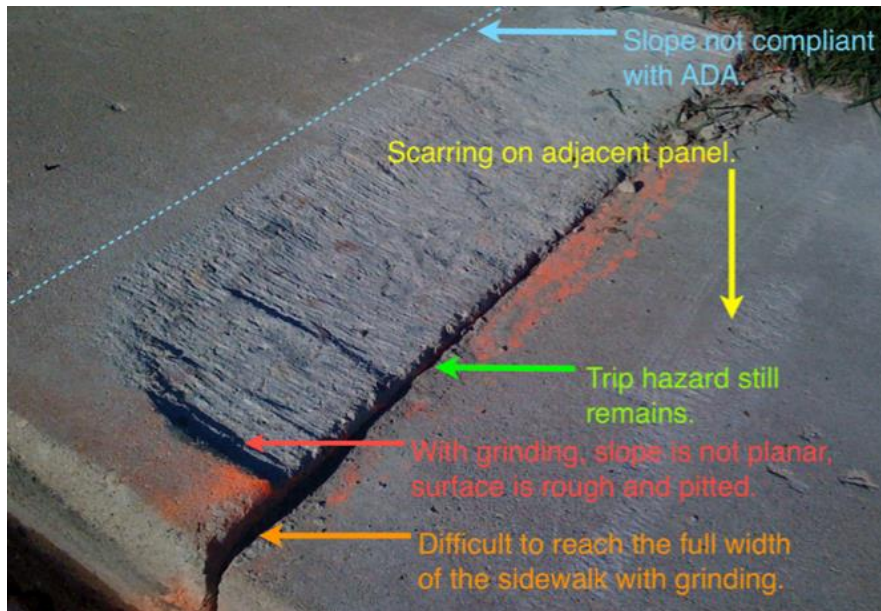



¹Based on an average panel size and an estimated replacement cost.

²Based on environmental impacts from United States Environmental Protection Agency (EPA)

THE SAFESIDEWALKS CANADA DIFFERENCE

Our patented technology and innovative sidewalk repairs process leaves you with a beautiful, smooth surface that is ADA and AODA compliant - a result you can't get with grinding. Plus, our method is cost effective, environmentally friendly and receives positive feedback from residents.



TOWN OF TWO HILLS COUNCIL MEETING AGENDA ITEM						
Meeting Date: 25 March 2025		Confidential:		Yes	No	
Topic: <i>North Saskatchewan Watershed Alliance (NSWA) - 2025 Municipal Contribution</i>						
Originated By: Adam Kozakiewicz				Title: CAO		
BACKGROUND:						
<p>The Town of Two Hills has been a consistent supporter of the NSWA, an organisation dedicated to the effective management and stewardship of the North Saskatchewan Watershed. The NSWA plays a critical role in ensuring sustainable water management across the region, benefitting all communities within the watershed.</p> <p>In October 2024, the NSWA provided an information package to the Town of Two Hills, which included: A Letter to Council outlining the importance of the municipal contribution.</p> <p>On 17 March 2025 a reminder regarding this contribution, expressing appreciation for past support and emphasising the continued importance of regional collaboration in water stewardship was sent to the Town.</p>						
DOCUMENTATION ATTACHED:						
Yes						
DISCUSSION:						
<p>The NSWA is requesting a municipal contribution of \$867.60 for 2025. This funding will support:</p> <ul style="list-style-type: none"> Science-based water management tools aiding local decision-making. Collaborative efforts addressing water quality, flood risks, and drought resilience. Innovative projects, such as the State of the Watershed update, which provides valuable insights into the health of the North Saskatchewan River. <p>Additionally, the NSWA has offered to provide a Council update, if desired, at a future meeting.</p>						
COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:						
RECOMMENDED ACTION(S):						
Motion that Council approve a contribution of \$867.60 to the North Saskatchewan Watershed Alliance (NSWA) for the year 2025, in alignment with the suggested amount provided by the NSWA.						
DISTRIBUTION:		Council: X				

From: Scott Millar <scott.millar@nswa.ab.ca>
Sent: Monday, March 17, 2025 3:22:10 PM
To: Adam Kozakiewicz <cao@townoftwohills.com>
Subject: NSWA - Reminder of 2025 Municipal Contribution Request

Happy Monday!

I hope you are doing well.

I wanted to follow up with you on the annual municipal contribution from the Town of Two Hills in support of the [North Saskatchewan Watershed Alliance](#) (NSWA). In October last year, the NSWA emailed an information package to you with a suggested contribution for the NSWA for 2025. Now that we've switched over to a new fiscal year, I wanted to reach out with a gentle reminder of our request of Two Hills, as we have not heard or received anything relating to the contribution. I didn't want this to accidentally slip through the cracks, as the town is such a consistent partner and supporter of the NSWA.

Please find attached the original materials sent in October, including the NSW Letter to Council, the NSW invoice for a proposed 2025 contribution, and a one-page overview of *Highlights from the NSW*.

On a somewhat related note, would you see value for Council in receiving an update from the NSW A (a Council delegation), or would this best wait until after the fall election period?

Please let me know if you have any questions or concerns.
Scott



Scott Millar, B.Sc., P.Biol (he/him)
Executive Director | **North Saskatchewan Watershed Alliance**
Email: Scott.Millar@nswa.ab.ca | **Office:** 825.901.7676 | **Mobile:** 780.387.8440
 (Amiskwaciwâskahikan) | Treaty 6 & 8 Territory and the Métis Homeland
NSWA.AB.CA



202, 9440 49 Street, Edmonton, AB T6B 2M9 | NSWA.AB.CA

October 15, 2024

*Mayor Ewanishan and Council,
Town of Two Hills*

RE: Partnering for Two Hills's Sustainable Water Future

I hope this message finds you well. I'm writing on behalf of the North Saskatchewan Watershed Alliance (NSWA) to thank you for your past contributions and to request your continued support in 2024. Your ongoing partnership is crucial to maintaining the environmental health of the Town of Two Hills and the entire watershed.

Water management is central to the Town of Two Hills's well-being. Clean drinking water, protection from floods and droughts, and effective stormwater systems are vital to your community's prosperity. The wetlands, streams, and lakes in and around Two Hills are all connected to the larger North Saskatchewan watershed, meaning water issues can't be managed in isolation. **What happens upstream affects you, and your actions affect your neighbors downstream.** That's why regional cooperation through the NSWA is so essential.

For 25 years, the NSWA has been at the forefront of water management in our region, bringing together municipalities, government bodies, and experts to address complex water challenges. Last year, the Town of Two Hills was one of 47 municipalities that joined forces to support this essential work.

This year, we ask for your continued collaboration and a contribution of **\$ 867.60** to sustain these efforts. Your support enables:

- **Practical, science-driven water management** tools to inform local decision-making;
- **Collaborative solutions** for water quality, flood risks, and drought preparedness;
- **Cutting-edge projects** like the State of the Watershed update, using the global-standard Freshwater Health Index, will offer a comprehensive view of the North Saskatchewan River's health. This will help Beaver County set priorities and provide tools to communicate water health to residents. Your contribution makes this possible."

We invite you to explore our [latest Annual Report](#) or visit www.nswa.ab.ca for more information. If you'd like further details, I'm happy to meet with you, and our Executive Director, Scott Millar (scott.millar@nswa.ab.ca), is also available for presentations or questions.

We sincerely appreciate your ongoing commitment to water stewardship and look forward to continuing our partnership into 2025.

Warm regards,

Steph Neufeld

Chair, North Saskatchewan Watershed Alliance



Invoice

Date	Invoice #
10/02/2024	2025.069

202 - 9440 49
Street NW
Edmonton, Alberta
T6B 2M9

Phone #	587.525.6821
E-mail	ellen.cust@nswa.ab.ca
Web Site	www.nswa.ab.ca

Invoice To
Town of Two Hills PO Box 630 Two Hills AB T0B 4K0

Description	Amount
Municipal Contribution January 1 to December 31, 2025 - Per Capita Funding Request	867.60
Thank you for your support	Total \$867.60

GST/HST No. 890443419

HIGHLIGHTS FROM 2023-2024

The North Saskatchewan Watershed Alliance (NSWA) is a non-profit, multi-stakeholder organization dedicated to **improving the health and sustainability of the North Saskatchewan River and its watershed.**

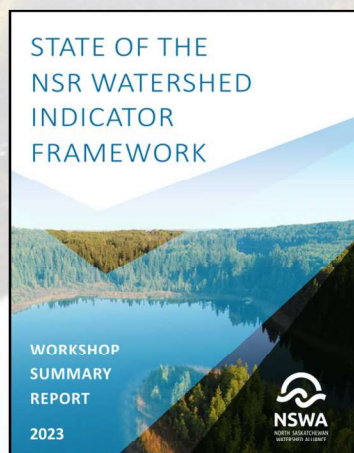
Under the Alberta *Water for Life* strategy, the NSWA carries the responsibility of developing and then encouraging voluntary implementation of an integrated watershed management plan.

Implemented through collaboration and community engagement, the plan sets out the actions needed to protect and enhance the quantity and quality of water and the health of aquatic ecosystems within the watershed and support the social and economic well-being of the region.



STATE OF THE WATERSHED ASSESSMENT

The State of the Watershed assessment examines numerous aspects of watershed health so that we have a baseline from which to determine if actions are needed to improve watershed health.



The State of the Watershed will make use of an internationally recognized methodology called the Freshwater Health Index (FHI), developed by Conservation International and adapted for its first use in North America by the NSWA.

Throughout the last year, NSWA has hosted workshops, launched a Governance and Engagement survey, and convened subject matter experts from many different sectors to validate the evaluations used in the FHI.

YOUTH WATER COUNCIL

The NSWA launched the inaugural session of the Youth Water Council in February 2024 with nine students from grades 10, 11, and 12 who live in the central portion of the North Saskatchewan watershed.

The first of its kind for the NSWA, the Council is a youth-led initiative that aims to provide education on local watershed issues and empowering Council members with the opportunity to act.



RIPARIAN HEALTH ACTION PLAN

The NSWA continues to promote practices and policies that support riparian health. Over the summer of 2023, the NSWA engaged with over 60 people to hear their riparian policy concerns and innovations.

Additionally, the NSWA published the report Legal Foundations for Municipal Riparian Management (2023) that discusses municipal roles and responsibilities, liabilities and tools enabled through provincial and federal legislation.

WATERSHED MOMENTS ANIMATED SERIES

NSWA developed a 4-part animated video series starring the dynamic water droplet duo, H2 and O, from Alberta Watersheds Inc. These characters go on an educational adventure that promotes watershed literacy and highlights the importance of watersheds.

The videos were released at the 2024 World Water Day event on March 22. Be sure to find them on NSWA's YouTube Channel Playlist called Watershed Moments.



STAY CONNECTED TO NSWA

Email us at water@nswa.ab.ca to join our newsletter and event mailing list.

Visit us at www.nswa.ab.ca to see more on our partners, our work, and our results.

Connect with us on the social media platform of your choice.



NorthSaskRiver



north_sask_river




@NorthSaskRiver



northsaskriver

AGENDA ITEM NO.: ()

TOWN OF TWO HILLS COUNCIL MEETING AGENDA ITEM							
Meeting Date:			Confidential:		Yes	No	
Topic: Policing Cost Share Under the Police Funding Model (PFM) Regulation							
Originated By: Adam Kozakiewicz				Title:		CAO	
BACKGROUND:							
<p>The Government of Alberta has issued an annual notification outlining the legislation for collecting municipalities' policing cost share under the PFM Regulation. For the fiscal year 2024-25, municipalities will contribute based on a 30 per cent cost recovery model for the Police Funding Model (PFM) Regulation, with total estimated revenue of \$67,189,720 to be reinvested in Alberta policing initiatives. No further increases to cost recovery percentages or revenue base estimates are planned for 2025-26 or beyond without consultation and prior notice.</p>							
DOCUMENTATION ATTACHED:							
YES							
DISCUSSION:							
COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:							
RECOMMENDED ACTION(S):							
<p>Motion for the Council to forward the annual notification regarding the Police Funding Model (PFM) Regulation to the upcoming budget meeting for consideration.</p>							
DISTRIBUTION:							
Council: X							

February 27, 2025

Mr. Adam Kozakiewicz
Chief Administrative Officer
TWO HILLS
PO Box 630, Two Hills, AB T0B4K0

Dear Mr. Kozakiewicz:

This letter is an annual notification of the Government of Alberta's legislation for collecting a municipality's policing cost share under the Police Funding Model (PFM) Regulation. Through a system of shared responsibility between the government and municipalities, a portion of the costs of frontline policing is allotted back to each municipality based on a number of factors: population, equalized assessment, crime severity, shadow population, and detachment location.

As per the Police Funding Model (PFM) Regulation, each municipality will contribute a portion of frontline policing costs based on a 30 per cent cost recovery for the fiscal year 2024-25. Total revenue generated is estimated to be \$67,189,720 and will be reinvested in Alberta policing initiatives. For fiscal year 2025-26 and beyond, further increases to the cost recovery percentage or revenue base estimate are not planned at this time. Any changes to the PFM will not be made until consultation with municipalities has occurred, and adequate notice has been provided.

Please remit payment within 45-days of the invoice made payable to the Government of Alberta and forward to the address provided on the invoice.

Any questions related to the financial details of this invoice may be directed to the attention of Ann Chen at ann.chen@gov.ab.ca. Other background and contextual inquiries regarding the policy of PFM may be directed to Lisa Gagnier at lisa.gagnier@gov.ab.ca.

Sincerely,



C.M. (Curtis) Zablocki, O.O.M.
Assistant Deputy Minister
Director of Law Enforcement
Public Security Division

Cost Breakdown

The provincial payment generating \$67,189,720 in revenue after modifiers is calculated on an annual basis using 50 per cent population, 50 per cent equalized assessment, and modifiers/subsidies for crime severity, shadow populations, and detachment location.

Provincial Data

Revenue Generated 2024-25 after modifiers	Total Municipal Affairs Population (2023)	Total Equalized Assessment (2025)	Total Revenue Base Estimate
\$67,189,720	834,259	359,176,224,029	\$69,800,000

Municipal Data

TWO HILLS	Data/Cost Breakdown
2023 Population	1,416
2025 Equalized Assessment	\$78,001,113
Equalized Assessment per capita	\$55,086
Population % of total for PFM	0.17%
Equalized Assessment % of total for PFM	0.02%
Amount based on 50% Population (A)	\$59,236
Amount based on 50% Equalized Assessment (B)	\$7,580
Total share policing cost C = (A + B)	\$66,816
Less modifiers:	
Subsidy from Crime Severity Index (CSI) Value (variable %) (Note 1)	\$0
Subsidy from Shadow Population (variable) (Note 2)	\$0
5% for No Detachment Subsidy (Note 3)	\$0
Total share with modifiers D= C-note 1- note 2 -note 3	\$66,816

Notes

Population estimate is based on 2023 Municipal Affairs Population List.

Equalized Assessment – an annual calculation that measures the relative wealth of a municipality creating a common assessment base. It determines the ability of a community to pay a portion of policing costs in this context.

Municipality Population / PFM Population

Municipality Equalized Assessment / PFM Equalized Assessment

Population % of provincial x 50% population x Total Base Estimate

Equalized Assessment % x 50% x Total Base Estimate

Note 1: CSI Subsidy received if above rural municipal average. Accounts for volume and seriousness of crime based on incarceration rates. A three-year average is used to calculate your average CSI.

Note 2: Shadow Population – temporary residents of a municipality employed by an industrial or commercial establishment for a minimum of 30 days within a municipal census year. Shadow populations use the municipality's services but do not contribute to its tax base. Subsidy is up to 5% of total share.

Note 3: No detachment subsidy provided if town/municipality does not have access to a detachment.

Beneficiary Name:	Public Safety and Emergency Services Collector Offset
Beneficiary Address:	9833 109 Street, Edmonton Alberta T5K 2E8
Bank Name:	Canadian Imperial Bank of Commerce
Bank Address:	10102 Jasper Ave, Edmonton, AB T5J 1W5
Institution Number:	0010
Transit Number:	00059
Account Number:	43-25311
SWIFT Code:	CIBCCATT
Ministry/Dept./Program Area:	Public Safety and Emergency Services
Ministry Contact Name:	Yvonne Mawuko-Yevugah
Contact's Email:	Yvonne.Mawuko-Yevugah@gov.ab.ca
Contact's Phone Number	780-415-1929

Foregoing information has been certified as correct.

Andrew Vongphinit
Treasury Board and Finance Schedule A Group 1 (Print Name)

Manager, Banking Operations
Treasury Board and Finance Schedule A Group 1 (Title)

780-641-9975
Treasury Board and Finance Contact Number

2023-12-13
Date (yyyy-mm-dd)


Treasury Board & Finance Sch. A Group 1 (Signature)

Payer Instructions

Payer Name: _____

Remit Identifier #: _____ (i.e. customer #/account #/invoice #)

- Once payment has been initiated, please send your payment details to the email contact listed, confirming the amount and date of the EFT
- The remit identifier# (description up to 15 characters in length) **MUST BE** setup by your bank when sending the EFT payment to help identify the purpose and source of payment
- For EFT Payments, the following must be provided to your bank:
 - Beneficiary Name
 - Bank Name
 - Institution Number, Transit Number and Account Number
 - Remit Identifier
- For Wire Payments, please provide the additional information below to your bank:
 - Beneficiary Address
 - Bank Address
 - SWIFT Code

Mail Payment To:

Provincial Policing Agreement - RCM
9833 109 ST, 5th FLOOR EDMONTON AB T5K 2E8

Account Inquiries by Telephone or Email:

Toll Free 310-0000

Email: PSES.financialoperations@gov.ab.ca

TOWN OF TWO HILLS
PO BOX 630
TWO HILLS AB
T0B 4K0

INVOICE

Document No. : 1800028363
Customer No. : 0070003739
Reference No. :
Document Date : 12-Mar-2025
Due Date : 11-Apr-2025
Email ID :
Contract ID :

Amount Due: \$66,816.00

Amount Remitted: _____


Please cut along line and return top portion with payment

S/N	Description	Order No.	Quantity	UOM	Unit Price	GST	Tax Amt	Amount CAD
1	TOWN OF TWO HILLS PFM 2024-2025	000001005590				0.00%	\$0.00	\$66,816.00
Sub Total								\$66,816.00
Total (GST)								\$0.00
Amount Due								\$66,816.00

Please make payment payable to Government of Alberta.

Government of Alberta - GST Registration Number: 124072513RT0001

AGENDA ITEM NO.: ()

TOWN OF TWO HILLS COUNCIL MEETING AGENDA ITEM						
Meeting Date: 25 March 2025		Confidential:	Yes		No	
Topic: Education Property Tax						
Originated By: Adam Kozakiewicz			Title:	CAO		
BACKGROUND:						
DOCUMENTATION ATTACHED:						
YES						
DISCUSSION:						
COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:						
RECOMMENDED ACTION(S):						
Motion for the Council to forward the Education Property Tax to the upcoming budget meeting for consideration.						
DISTRIBUTION: Council: X						



ALBERTA

MUNICIPAL AFFAIRS

Office of the Minister

MLA, Calgary-Hays

AR118482

March 14, 2025

Dear Chief Elected Officials:

As you know, my colleague, the Honourable Nate Horner, President of Treasury Board and Minister of Finance, tabled *Budget 2025* in the Alberta Legislature on February 27. I am writing to share further information regarding *Budget 2025* as related to education property tax (EPT).

Budget 2025 takes an important step toward stabilizing operational funding for education systems across Alberta. Historically, approximately one-third of operational funding for Alberta Education came from the EPT municipalities collect from their rate payers on behalf of the province. In recent years, the proportion that EPT contributes to funding the operations of Alberta Education has decreased to less than 30 per cent. Through *Budget 2025*, the Government of Alberta is increasing the proportion of Alberta Education's operating budget covered by EPT to 31.6 per cent in 2025/2026 and back to 33 per cent in 2026/2027.

To provide Alberta's public education system with a stable and sustainable source of funding and meet the demands of increased student enrollment, EPT revenue will increase by 14 per cent from last year, to a total of \$3.1 billion. This increase will be reflected on the property tax bills that municipalities send to property owners in 2025.


The Ministry of Municipal Affairs sent EPT requisitions to all municipal administrations, informing them of their share of the provincial EPT. For more information on EPT, including a fact sheet (Attachment 1) and the EPT Requisition Comparison Report (Attachment 2), please visit www.alberta.ca/property-tax and click on "Education property tax."

Municipalities across Alberta can inform residents that a portion of their property taxes goes directly to the provincial government to help pay for the operations of Alberta's education system. Many municipalities do this by adding a note to their property tax bills sent through the mail.

.../2

Budget 2025 is meeting the challenge of the cost of living by helping families keep more money in their pockets with lower personal income taxes and continuing investments in education and health care. I look forward to working together over the next year as we build strong and vibrant communities that make Alberta the best place in Canada to live, work, and raise a family.

Sincerely,

A handwritten signature in black ink that reads "Ric McIver". The signature is written in a cursive, flowing style.

Ric McIver
Minister

Attachments:

1. Education Property Tax Fact Sheet (2025)
2. Education Property Tax Comparison Report (2025)

2024 EDUCATION PROPERTY TAX REQUISITION

FOR

TOWN OF TWO HILLS

PAYMENT TO ALBERTA SCHOOL FOUNDATION FUND (ASFF)

Assessment Class	Basic Rate (1)	Equalized Assessment(2)	ASFF Requisition (1) x (2) / 1,000
Residential and Farmland	\$2.56	\$62,400,364	\$159,744.93
Non-Residential	\$3.76	\$13,960,184	\$52,490.29
Total			\$ 212,235.22

Total 2024 Property Taxes for Education: \$ 212,235.22

Report created on Mar 21, 2025.

2025 EDUCATION PROPERTY TAX REQUISITION

FOR

TOWN OF TWO HILLS

PAYMENT TO ALBERTA SCHOOL FOUNDATION FUND (ASFF)

Assessment Class	Basic Rate (1)	Equalized Assessment(2)	ASFF Requisition (1) x (2) / 1,000
Residential and Farmland	\$2.72	\$63,822,840	\$173,598.12
Non-Residential	\$4.00	\$14,150,463	\$56,601.85
Total			\$ 230,199.98

Total 2025 Property Taxes for Education: \$ 230,199.98

Report created on Mar 21, 2025.

Education Property Tax

Fact Sheet

Highlights of the 2025-26 provincial education property tax

Budget 2025 will see an increase to the education property tax rates after being frozen in 2024-25. The higher rates, along with rising property values and increased development, are expected to raise the education property tax requisition from \$2.7 billion in 2024-25 to \$3.1 billion in 2025-26.

The share of education operating costs funded by the education property tax will increase to 31.6 per cent in 2025-26, following historic lows of about 28 per cent in 2023-24 and 29.5 per cent in 2024-25. This will enhance Alberta's ability to fund school operations, leading to better educational outcomes as student enrolment continues to grow.

Education property taxes provide a stable source of revenue and equitable funding that supports K-12 education, including teachers' salaries, textbooks and classroom resources. They are not used to fund government operations, school capital costs or teachers' pensions.

Under the provincial funding model, all education property taxes are pooled by Alberta Education through the Alberta School Foundation Fund and distributed to public and separate school boards on an equal per-student basis.

How education property tax is calculated for municipalities

All municipalities collect an equitable share of the provincial education property tax in proportion to their total taxable property assessments, which are equalized across the province. The equalization process ensures owners of properties of similar value and type across the province pay similar amounts of education property taxes. For more details on this process, refer to the [Guide to Equalized Assessment](https://www.municipalaffairs.alberta.ca/documents/as/guide_to_equalized_assessment.pdf) (www.municipalaffairs.alberta.ca/documents/as/guide_to_equalized_assessment.pdf) on the Alberta website.

The provincial equalized assessment base used to determine education property taxes this year reflects 2023 property values.

In 2025, the education property tax will be calculated at a rate of \$2.72 per \$1,000 of the total residential/farmland equalized assessment value. The non-residential rate will be set at \$4.00 per \$1,000 of equalized assessment value. Most property owners will see a change to their education tax bill due to increasing mill rates and assessment values. Individual properties are taxed based on the local education property tax rate set by the municipality.

How much Calgary and Edmonton contribute to education property tax

Based on this formula, Calgary taxpayers will contribute \$1.037 billion in education property tax in 2025. Edmonton taxpayers will contribute \$575 million in education property tax in 2025. Funding for Calgary and Edmonton school boards will be based on the published profiles expected to be released by the end of March 2025.

Declaration of faith

The Canadian Constitution guarantees Roman Catholic citizens' minority rights to a separate education system. In communities with separate school jurisdictions, property owners can declare they are of the Roman Catholic faith, so their education property tax dollars can be directed to those separate school jurisdictions.

Education system benefits everyone

Alberta's education system plays a crucial role in shaping a skilled workforce, driving economic growth and fostering the social well-being of individuals and the province as a whole. It serves as a cornerstone for personal and collective prosperity, benefiting all Albertans—regardless of age, marital status or parental responsibilities.

Questions about financial assistance for seniors or the Seniors Property Tax Deferral program can be directed to the Alberta Supports Contact Centre at 1-877-644-9992 (in Edmonton - 780-644-9992).

2025 Education Property Tax Requisition Comparison Report

Municipality	Residential / Farm Land Requisition			Non-Residential Requisition			Total Education Requisition		
	2024	2025	% Change	2024	2025	% Change	2024	2025	% Change
City									
City of Airdrie	\$32,676,721	\$40,805,954	25%	\$7,511,823	\$8,908,827	19%	\$40,188,545	\$49,714,781	24%
City of Beaumont	\$8,754,927	\$10,279,535	17%	\$941,561	\$1,075,964	14%	\$9,696,488	\$11,355,500	17%
City of Brooks	\$2,922,626	\$3,197,756	9%	\$1,245,129	\$1,331,680	7%	\$4,167,755	\$4,529,436	9%
City of Calgary	\$662,592,617	\$790,698,938	19%	\$218,956,754	\$246,642,379	13%	\$881,549,371	\$1,037,341,317	18%
City of Camrose	\$5,706,740	\$6,369,265	12%	\$2,395,051	\$2,602,544	9%	\$8,101,791	\$8,971,809	11%
City of Chestermere	\$12,471,769	\$16,199,231	30%	\$898,257	\$1,100,498	23%	\$13,370,026	\$17,299,728	29%
City of Cold Lake	\$4,333,490	\$4,965,053	15%	\$2,250,679	\$2,494,154	11%	\$6,584,170	\$7,459,208	13%
City of Edmonton	\$376,410,720	\$411,115,425	9%	\$152,709,073	\$164,041,580	7%	\$529,119,793	\$575,157,005	9%
City of Fort Saskatchewan	\$10,595,208	\$11,991,264	13%	\$4,936,892	\$5,538,948	12%	\$15,532,100	\$17,530,212	13%
City of Grande Prairie	\$18,324,596	\$20,103,995	10%	\$11,818,731	\$12,679,645	7%	\$30,143,327	\$32,783,641	9%
City of Lacombe	\$4,114,518	\$4,683,149	14%	\$1,315,723	\$1,546,049	18%	\$5,430,241	\$6,229,198	15%
City of Leduc	\$12,014,226	\$13,877,339	16%	\$8,093,219	\$9,565,323	18%	\$20,107,445	\$23,442,662	17%
City of Lethbridge	\$32,216,642	\$36,528,257	13%	\$11,640,476	\$13,377,829	15%	\$43,857,118	\$49,906,086	14%
City of Lloydminster	\$5,541,443	\$6,079,283	10%	\$4,042,364	\$4,433,079	10%	\$9,583,808	\$10,512,362	10%
City of Medicine Hat	\$20,260,317	\$22,491,557	11%	\$6,535,656	\$7,437,516	14%	\$26,795,973	\$29,929,073	12%
City of Red Deer	\$30,998,165	\$34,713,671	12%	\$14,008,329	\$15,291,018	9%	\$45,006,494	\$50,004,689	11%
City of Spruce Grove	\$14,515,474	\$16,553,065	14%	\$4,551,525	\$5,171,599	14%	\$19,066,999	\$21,724,664	14%
City of St. Albert	\$30,468,863	\$33,797,441	11%	\$7,729,758	\$8,571,041	11%	\$38,198,621	\$42,368,481	11%
City of Wetaskiwin	\$2,649,107	\$2,926,303	10%	\$1,333,280	\$1,436,688	8%	\$3,982,386	\$4,362,991	10%
Specialized Municipality									
Lac La Biche County	\$3,402,910	\$3,748,401	10%	\$6,876,399	\$7,598,780	11%	\$10,279,309	\$11,347,181	10%
Mackenzie County	\$3,268,046	\$3,728,460	14%	\$3,460,652	\$3,759,748	9%	\$6,728,698	\$7,488,208	11%
Municipality of Crowsnest Pass	\$2,845,014	\$3,415,101	20%	\$652,417	\$728,785	12%	\$3,497,431	\$4,143,885	18%
Municipality of Jasper	\$2,897,656	\$3,244,828	12%	\$2,870,879	\$3,435,565	20%	\$5,768,534	\$6,680,393	16%
Regional Municipality of Wood Buffalo	\$25,588,211	\$26,818,348	5%	\$44,973,467	\$49,007,432	9%	\$70,561,678	\$75,825,781	7%
Strathcona County	\$49,559,018	\$55,303,202	12%	\$23,807,109	\$27,576,981	16%	\$73,366,127	\$82,880,183	13%
Municipal District									
Athabasca County	\$2,968,750	\$3,314,562	12%	\$2,935,244	\$3,141,602	7%	\$5,903,993	\$6,456,165	9%
Beaver County	\$2,127,932	\$2,369,081	11%	\$1,707,543	\$1,847,370	8%	\$3,835,475	\$4,216,451	10%
Big Lakes County	\$1,588,207	\$1,819,359	15%	\$3,445,321	\$3,862,452	12%	\$5,033,528	\$5,681,811	13%
Birch Hills County	\$297,581	\$326,293	10%	\$478,049	\$478,783	0%	\$775,630	\$805,076	4%
Brazeau County	\$2,737,950	\$3,083,062	13%	\$7,336,337	\$8,195,680	12%	\$10,074,287	\$11,278,741	12%
Camrose County	\$3,797,777	\$4,261,631	12%	\$2,090,341	\$2,274,726	9%	\$5,888,118	\$6,536,357	11%
Cardston County	\$1,685,667	\$2,104,898	25%	\$341,693	\$386,567	13%	\$2,027,360	\$2,491,465	23%
Clear Hills County	\$546,825	\$629,296	15%	\$2,559,575	\$2,776,630	8%	\$3,106,401	\$3,405,926	10%
Clearwater County	\$5,085,847	\$5,911,264	16%	\$14,021,592	\$15,701,105	12%	\$18,995,973	\$21,612,368	14%
County of Barrhead No. 11	\$2,124,431	\$2,333,529	10%	\$637,472	\$775,048	22%	\$2,761,903	\$3,108,577	13%
County of Forty Mile No. 8	\$1,326,654	\$1,432,634	8%	\$879,141	\$885,612	1%	\$2,205,795	\$2,318,247	5%
County of Grande Prairie No. 1	\$11,607,927	\$12,861,368	11%	\$14,419,704	\$15,807,044	10%	\$26,027,632	\$28,668,412	10%
County of Minburn No. 27	\$1,056,824	\$1,171,345	11%	\$1,367,655	\$1,508,893	10%	\$2,424,478	\$2,680,238	11%
County of Newell	\$2,636,382	\$3,011,645	14%	\$9,258,318	\$10,054,070	9%	\$11,894,699	\$13,065,715	10%

Requisitions are actuals, subject to revision

Classification: Public

2025 Education Property Tax Requisition Comparison Report

Municipality	Residential / Farm Land Requisition			Non-Residential Requisition			Total Education Requisition		
	2024	2025	% Change	2024	2025	% Change	2024	2025	% Change
County of Northern Lights	\$1,163,594	\$1,318,339	13%	\$2,357,154	\$2,465,897	5%	\$3,520,748	\$3,784,236	7%
County of Paintearth No. 18	\$607,198	\$674,528	11%	\$1,518,731	\$1,640,601	8%	\$2,125,929	\$2,315,129	9%
County of St. Paul No. 19	\$2,716,097	\$3,023,206	11%	\$1,675,231	\$1,820,102	9%	\$4,391,327	\$4,843,307	10%
County of Stettler No. 6	\$2,178,165	\$2,506,532	15%	\$1,969,009	\$2,155,166	9%	\$4,147,174	\$4,661,699	12%
County of Two Hills No. 21	\$1,128,952	\$1,267,303	12%	\$538,400	\$567,641	5%	\$1,667,352	\$1,834,944	10%
County of Vermilion River	\$3,105,239	\$3,504,031	13%	\$3,607,692	\$3,922,259	9%	\$6,712,931	\$7,426,290	11%
County of Warner No. 5	\$1,377,310	\$1,576,481	14%	\$763,665	\$831,683	9%	\$2,140,976	\$2,408,164	12%
County of Wetaskiwin No. 10	\$5,534,040	\$6,361,900	15%	\$2,571,375	\$2,697,651	5%	\$8,105,416	\$9,059,550	12%
Cypress County	\$4,164,065	\$4,756,597	14%	\$9,165,422	\$9,980,926	9%	\$13,329,487	\$14,737,523	11%
Flagstaff County	\$1,385,419	\$1,524,706	10%	\$2,296,911	\$2,465,257	7%	\$3,682,330	\$3,989,962	8%
Foothills County	\$20,718,315	\$24,817,686	20%	\$4,016,897	\$4,479,153	12%	\$24,735,212	\$29,296,839	18%
Kneehill County	\$1,919,588	\$2,234,421	16%	\$3,653,309	\$4,034,251	10%	\$5,572,896	\$6,268,673	12%
Lac Ste. Anne County	\$4,767,410	\$5,334,125	12%	\$1,299,875	\$1,435,830	10%	\$6,067,284	\$6,769,955	12%
Lacombe County	\$5,610,186	\$6,213,691	11%	\$7,250,909	\$7,833,466	8%	\$12,861,095	\$14,047,157	9%
Lamont County	\$1,559,287	\$1,727,462	11%	\$1,763,676	\$1,958,153	11%	\$3,322,963	\$3,685,614	11%
Leduc County	\$8,159,017	\$9,442,769	16%	\$20,320,932	\$23,628,449	16%	\$28,479,949	\$33,071,219	16%
Lethbridge County	\$3,698,818	\$4,187,551	13%	\$2,643,677	\$2,963,143	12%	\$6,342,496	\$7,150,694	13%
Mountain View County	\$7,735,673	\$9,098,245	18%	\$6,284,415	\$6,923,038	10%	\$14,020,087	\$16,021,283	14%
Municipal District of Acadia No. 34	\$184,219	\$198,106	8%	\$38,429	\$47,746	24%	\$222,648	\$245,852	10%
Municipal District of Bighorn No. 8	\$1,805,415	\$2,140,349	19%	\$1,755,884	\$2,030,637	16%	\$3,561,299	\$4,170,986	17%
Municipal District of Bonnyville No. 87	\$5,005,435	\$5,676,433	13%	\$12,176,155	\$13,366,783	10%	\$17,181,590	\$19,043,216	11%
Municipal District of Fairview No. 136	\$515,720	\$547,243	6%	\$453,223	\$504,090	11%	\$968,943	\$1,051,332	9%
Municipal District of Greenview No. 16	\$2,854,277	\$3,296,919	16%	\$29,122,178	\$32,658,178	12%	\$31,976,455	\$35,955,097	12%
Municipal District of Lesser Slave River No. 124	\$1,442,011	\$1,582,612	10%	\$2,611,656	\$3,016,477	16%	\$4,053,667	\$4,599,089	13%
Municipal District of Opportunity No. 17	\$682,373	\$734,631	8%	\$8,299,570	\$9,291,968	12%	\$8,981,943	\$10,026,599	12%
Municipal District of Peace No. 135	\$487,302	\$551,075	13%	\$436,111	\$439,013	1%	\$923,413	\$990,088	7%
Municipal District of Pincher Creek No. 9	\$1,935,495	\$2,306,550	19%	\$1,234,671	\$1,355,159	10%	\$3,170,165	\$3,661,708	16%
Municipal District of Provost No. 52	\$774,826	\$846,255	9%	\$4,135,144	\$4,529,243	10%	\$4,909,970	\$5,375,497	9%
Municipal District of Ranchland No. 66	\$69,910	\$79,213	13%	\$562,190	\$607,009	8%	\$632,100	\$686,222	9%
Municipal District of Smoky River No. 130	\$627,528	\$708,827	13%	\$820,142	\$925,736	13%	\$1,447,670	\$1,634,563	13%
Municipal District of Spirit River No. 133	\$218,076	\$247,068	13%	\$436,310	\$556,133	27%	\$654,387	\$803,201	23%
Municipal District of Taber	\$2,461,834	\$2,939,243	19%	\$2,977,866	\$3,271,695	10%	\$5,439,700	\$6,210,938	14%
Municipal District of Wainwright No. 61	\$1,870,314	\$2,036,211	9%	\$4,439,583	\$4,992,764	12%	\$6,309,897	\$7,028,975	11%
Municipal District of Willow Creek No. 26	\$2,481,124	\$3,018,965	22%	\$1,658,119	\$1,866,268	13%	\$4,139,243	\$4,885,234	18%
Northern Sunrise County	\$626,390	\$681,246	9%	\$4,598,306	\$4,984,628	8%	\$5,224,696	\$5,665,873	8%
Parkland County	\$18,079,142	\$20,338,767	12%	\$12,638,309	\$13,866,868	10%	\$30,717,451	\$34,205,635	11%
Ponoka County	\$4,744,959	\$5,612,733	18%	\$3,680,077	\$4,109,553	12%	\$8,425,035	\$9,722,286	15%
Red Deer County	\$10,558,882	\$12,203,080	16%	\$8,991,886	\$9,829,912	9%	\$19,550,768	\$22,032,992	13%
Rocky View County	\$38,920,613	\$47,862,361	23%	\$23,236,941	\$29,811,930	28%	\$62,157,553	\$77,674,291	25%
Saddle Hills County	\$513,541	\$657,511	28%	\$6,672,392	\$7,558,362	13%	\$7,185,933	\$8,215,873	14%
Smoky Lake County	\$1,043,840	\$1,209,203	16%	\$1,048,058	\$1,180,297	13%	\$2,091,898	\$2,389,500	14%
Starland County	\$616,057	\$713,053	16%	\$1,341,942	\$1,468,496	9%	\$1,957,998	\$2,181,548	11%
Sturgeon County	\$10,951,968	\$12,344,569	13%	\$9,175,271	\$10,047,558	10%	\$20,127,239	\$22,392,127	11%

Requisitions are actuals, subject to revision

Classification: Public

2025 Education Property Tax Requisition Comparison Report

Municipality	Residential / Farm Land Requisition			Non-Residential Requisition			Total Education Requisition		
	2024	2025	% Change	2024	2025	% Change	2024	2025	% Change
Thorhild County	\$1,143,781	\$1,245,132	9%	\$1,296,708	\$1,416,297	9%	\$2,440,489	\$2,661,429	9%
Vulcan County	\$2,024,349	\$2,444,881	21%	\$1,564,558	\$1,747,180	12%	\$3,588,907	\$4,192,061	17%
Westlock County	\$2,255,121	\$2,557,655	13%	\$564,510	\$633,448	12%	\$2,819,632	\$3,191,102	13%
Wheatland County	\$4,122,594	\$4,828,880	17%	\$6,645,007	\$7,303,042	10%	\$10,767,601	\$12,131,922	13%
Woodlands County	\$2,041,854	\$2,309,541	13%	\$3,290,161	\$3,692,933	12%	\$5,332,015	\$6,002,475	13%
Yellowhead County	\$4,577,378	\$4,859,162	6%	\$22,438,768	\$25,332,759	13%	\$27,016,146	\$30,191,921	12%
Town									
Town of Athabasca	\$673,705	\$737,486	9%	\$407,866	\$427,792	5%	\$1,081,571	\$1,165,279	8%
Town of Banff	\$5,452,073	\$6,139,710	13%	\$4,891,651	\$7,239,681	48%	\$10,343,724	\$13,379,391	29%
Town of Barrhead	\$974,653	\$1,089,113	12%	\$450,923	\$495,890	10%	\$1,425,576	\$1,585,002	11%
Town of Bashaw	\$156,921	\$181,407	16%	\$67,935	\$80,469	18%	\$224,856	\$261,876	16%
Town of Bassano	\$233,950	\$263,839	13%	\$113,893	\$138,615	22%	\$347,843	\$402,454	16%
Town of Beaverlodge	\$596,683	\$648,163	9%	\$244,276	\$272,598	12%	\$840,959	\$920,760	9%
Town of Bentley	\$250,394	\$276,434	10%	\$57,414	\$59,363	3%	\$307,809	\$335,797	9%
Town of Blackfalds	\$3,261,920	\$3,712,428	14%	\$611,935	\$706,756	15%	\$3,873,855	\$4,419,184	14%
Town of Bon Accord	\$385,872	\$408,266	6%	\$28,429	\$32,741	15%	\$414,300	\$441,007	6%
Town of Bonnyville	\$1,519,070	\$1,574,566	4%	\$1,317,668	\$1,376,262	4%	\$2,836,738	\$2,950,828	4%
Town of Bow Island	\$373,506	\$404,338	8%	\$183,991	\$206,498	12%	\$557,497	\$610,836	10%
Town of Bowden	\$271,677	\$305,287	12%	\$58,369	\$64,180	10%	\$330,046	\$369,467	12%
Town of Bruderheim	\$363,604	\$398,261	10%	\$70,745	\$78,521	11%	\$434,349	\$476,782	10%
Town of Calmar	\$618,465	\$672,762	9%	\$187,788	\$214,536	14%	\$806,253	\$887,298	10%
Town of Canmore	\$23,913,325	\$27,778,702	16%	\$6,438,454	\$7,999,686	24%	\$30,351,778	\$35,778,387	18%
Town of Cardston	\$898,811	\$997,958	11%	\$180,488	\$214,989	19%	\$1,079,299	\$1,212,947	12%
Town of Carstairs	\$1,910,780	\$2,235,333	17%	\$255,532	\$284,693	11%	\$2,166,312	\$2,520,025	16%
Town of Castor	\$162,370	\$181,011	11%	\$53,449	\$60,928	14%	\$215,819	\$241,939	12%
Town of Claresholm	\$1,069,376	\$1,246,100	17%	\$381,473	\$423,148	11%	\$1,450,849	\$1,669,249	15%
Town of Coaldale	\$2,761,332	\$3,260,084	18%	\$673,399	\$837,833	24%	\$3,434,732	\$4,097,917	19%
Town of Coalhurst	\$797,268	\$914,316	15%	\$55,482	\$61,675	11%	\$852,750	\$975,991	14%
Town of Cochrane	\$16,990,384	\$21,325,962	26%	\$2,577,223	\$2,880,699	12%	\$19,567,606	\$24,206,661	24%
Town of Coronation	\$142,829	\$158,116	11%	\$83,519	\$92,592	11%	\$226,348	\$250,708	11%
Town of Crossfield	\$1,389,235	\$1,697,192	22%	\$717,281	\$834,122	16%	\$2,106,516	\$2,531,315	20%
Town of Daysland	\$194,940	\$216,695	11%	\$28,246	\$29,904	6%	\$223,185	\$246,599	10%
Town of Devon	\$2,127,248	\$2,380,509	12%	\$492,293	\$524,496	7%	\$2,619,541	\$2,905,006	11%
Town of Diamond Valley	\$2,208,310	\$2,764,092	25%	\$316,360	\$364,689	15%	\$2,524,671	\$3,128,780	24%
Town of Didsbury	\$1,521,057	\$1,737,458	14%	\$307,636	\$356,979	16%	\$1,828,694	\$2,094,437	15%
Town of Drayton Valley	\$1,775,121	\$2,025,777	14%	\$1,714,259	\$1,921,015	12%	\$3,489,381	\$3,946,792	13%
Town of Drumheller	\$1,814,112	\$2,062,736	14%	\$877,638	\$995,066	13%	\$2,691,750	\$3,057,802	14%
Town of Eckville	\$247,955	\$267,636	8%	\$80,853	\$92,285	14%	\$328,809	\$359,921	9%
Town of Edson	\$2,243,943	\$2,441,048	9%	\$1,512,476	\$1,669,593	10%	\$3,756,419	\$4,110,641	9%
Town of Elk Point	\$269,770	\$281,227	4%	\$159,710	\$170,692	7%	\$429,480	\$451,919	5%
Town of Fairview	\$571,989	\$604,192	6%	\$250,629	\$275,678	10%	\$822,618	\$879,870	7%
Town of Falher	\$145,054	\$157,251	8%	\$100,790	\$111,257	10%	\$245,844	\$268,508	9%
Town of Fort Macleod	\$869,224	\$1,017,081	17%	\$526,464	\$608,171	16%	\$1,395,688	\$1,625,252	16%

Requisitions are actuals, subject to revision

Classification: Public

2025 Education Property Tax Requisition Comparison Report

Municipality	Residential / Farm Land Requisition			Non-Residential Requisition			Total Education Requisition		
	2024	2025	% Change	2024	2025	% Change	2024	2025	% Change
Town of Fox Creek	\$504,733	\$503,588	0%	\$576,444	\$575,761	0%	\$1,081,177	\$1,079,349	0%
Town of Gibbons	\$901,128	\$996,373	11%	\$118,711	\$146,924	24%	\$1,019,840	\$1,143,297	12%
Town of Grimshaw	\$538,354	\$569,588	6%	\$188,597	\$181,690	-4%	\$726,951	\$751,279	3%
Town of Hanna	\$429,952	\$492,715	15%	\$235,065	\$252,372	7%	\$665,017	\$745,087	12%
Town of Hardisty	\$174,968	\$189,827	8%	\$112,379	\$117,531	5%	\$287,348	\$307,358	7%
Town of High Level	\$647,561	\$745,421	15%	\$775,817	\$869,788	12%	\$1,423,378	\$1,615,209	13%
Town of High Prairie	\$463,008	\$507,551	10%	\$416,569	\$452,358	9%	\$879,577	\$959,909	9%
Town of High River	\$5,185,679	\$6,262,867	21%	\$1,258,625	\$1,425,533	13%	\$6,444,304	\$7,688,400	19%
Town of Hinton	\$2,903,719	\$3,248,988	12%	\$1,730,494	\$1,897,036	10%	\$4,634,213	\$5,146,024	11%
Town of Innisfail	\$2,163,212	\$2,454,357	13%	\$973,022	\$1,061,323	9%	\$3,136,234	\$3,515,680	12%
Town of Irricana	\$335,782	\$400,812	19%	\$31,470	\$33,800	7%	\$367,252	\$434,612	18%
Town of Killam	\$184,519	\$201,804	9%	\$87,769	\$90,729	3%	\$272,289	\$292,534	7%
Town of Lamont	\$348,707	\$392,648	13%	\$104,466	\$109,447	5%	\$453,173	\$502,095	11%
Town of Legal	\$316,271	\$333,739	6%	\$32,996	\$36,812	12%	\$349,267	\$370,551	6%
Town of Magrath	\$638,897	\$744,423	17%	\$62,836	\$73,655	17%	\$701,733	\$818,079	17%
Town of Manning	\$227,713	\$245,891	8%	\$104,782	\$117,904	13%	\$332,495	\$363,795	9%
Town of Mayerthorpe	\$198,045	\$211,689	7%	\$102,394	\$105,880	3%	\$300,440	\$317,569	6%
Town of McLennan	\$79,379	\$86,129	9%	\$36,440	\$43,818	20%	\$115,819	\$129,947	12%
Town of Milk River	\$163,614	\$199,252	22%	\$42,209	\$48,759	16%	\$205,823	\$248,011	20%
Town of Millet	\$515,036	\$568,429	10%	\$129,356	\$168,955	31%	\$644,392	\$737,384	14%
Town of Morinville	\$3,097,155	\$3,500,557	13%	\$694,330	\$753,169	8%	\$3,791,484	\$4,253,725	12%
Town of Mundare	\$217,819	\$239,213	10%	\$52,965	\$56,443	7%	\$270,784	\$295,655	9%
Town of Nanton	\$691,299	\$847,683	23%	\$227,315	\$273,998	21%	\$918,614	\$1,121,681	22%
Town of Nobleford	\$346,672	\$414,409	20%	\$146,866	\$178,593	22%	\$493,538	\$593,002	20%
Town of Okotoks	\$13,779,201	\$17,010,168	23%	\$2,967,871	\$3,560,904	20%	\$16,747,072	\$20,571,072	23%
Town of Olds	\$3,184,858	\$3,750,666	18%	\$1,465,506	\$1,468,898	0%	\$4,650,364	\$5,219,563	12%
Town of Onoway	\$216,104	\$239,271	11%	\$140,242	\$134,295	-4%	\$356,346	\$373,566	5%
Town of Oyen	\$180,943	\$199,680	10%	\$81,592	\$101,503	24%	\$262,536	\$301,184	15%
Town of Peace River	\$1,662,202	\$1,750,544	5%	\$1,006,007	\$1,040,072	3%	\$2,668,209	\$2,790,616	5%
Town of Penhold	\$1,021,712	\$1,143,774	12%	\$152,701	\$180,175	18%	\$1,174,413	\$1,323,950	13%
Town of Picture Butte	\$472,143	\$557,869	18%	\$151,248	\$177,088	17%	\$623,390	\$734,957	18%
Town of Pincher Creek	\$973,274	\$1,189,883	22%	\$469,681	\$561,301	20%	\$1,442,955	\$1,751,185	21%
Town of Ponoka	\$1,776,801	\$1,986,442	12%	\$725,492	\$786,222	8%	\$2,502,293	\$2,772,664	11%
Town of Provost	\$364,151	\$391,494	8%	\$246,407	\$269,682	9%	\$610,558	\$661,176	8%
Town of Rainbow Lake	\$40,982	\$44,887	10%	\$49,354	\$52,583	7%	\$90,336	\$97,471	8%
Town of Raymond	\$992,896	\$1,174,077	18%	\$107,995	\$121,051	12%	\$1,100,891	\$1,295,127	18%
Town of Redcliff	\$1,554,017	\$1,733,801	12%	\$787,411	\$868,553	10%	\$2,341,428	\$2,602,354	11%
Town of Redwater	\$534,777	\$576,910	8%	\$338,658	\$353,488	4%	\$873,435	\$930,397	7%
Town of Rimbey	\$613,977	\$679,488	11%	\$309,420	\$355,264	15%	\$923,397	\$1,034,751	12%
Town of Rocky Mountain House	\$1,808,759	\$2,047,210	13%	\$1,064,113	\$1,167,426	10%	\$2,872,872	\$3,214,636	12%
Town of Sedgewick	\$183,204	\$198,272	8%	\$69,687	\$75,688	9%	\$252,891	\$273,960	8%
Town of Sexsmith	\$681,162	\$748,870	10%	\$192,410	\$203,172	6%	\$873,572	\$952,043	9%
Town of Slave Lake	\$1,629,791	\$1,796,707	10%	\$949,735	\$1,018,839	7%	\$2,579,526	\$2,815,547	9%
Town of Smoky Lake	\$197,093	\$223,157	13%	\$74,691	\$84,708	13%	\$271,784	\$307,865	13%

Requisitions are actuals, subject to revision

Classification: Public

2025 Education Property Tax Requisition Comparison Report

Municipality	Residential / Farm Land Requisition			Non-Residential Requisition			Total Education Requisition		
	2024	2025	% Change	2024	2025	% Change	2024	2025	% Change
Town of Spirit River	\$166,509	\$176,441	6%	\$75,363	\$81,040	8%	\$241,873	\$257,481	6%
Town of St. Paul	\$1,260,430	\$1,341,698	6%	\$627,699	\$694,064	11%	\$1,888,129	\$2,035,762	8%
Town of Stavely	\$141,229	\$168,982	20%	\$44,882	\$41,993	-6%	\$186,111	\$210,974	13%
Town of Stettler	\$1,456,021	\$1,633,399	12%	\$903,555	\$1,034,464	14%	\$2,359,576	\$2,667,863	13%
Town of Stony Plain	\$6,375,406	\$7,276,531	14%	\$1,940,532	\$2,210,709	14%	\$8,315,938	\$9,487,240	14%
Town of Strathmore	\$4,757,855	\$5,848,969	23%	\$1,195,802	\$1,403,028	17%	\$5,953,657	\$7,251,997	22%
Town of Sundre	\$837,834	\$949,140	13%	\$370,402	\$384,838	4%	\$1,208,236	\$1,333,977	10%
Town of Swan Hills	\$122,536	\$137,620	12%	\$111,045	\$104,896	-6%	\$233,581	\$242,516	4%
Town of Sylvan Lake	\$6,166,325	\$6,809,225	10%	\$1,282,671	\$1,431,680	12%	\$7,448,997	\$8,240,905	11%
Town of Taber	\$2,179,692	\$2,467,407	13%	\$1,012,489	\$1,188,322	17%	\$3,192,181	\$3,655,730	15%
Town of Thorsby	\$207,956	\$223,229	7%	\$80,840	\$81,266	1%	\$288,796	\$304,495	5%
Town of Three Hills	\$714,532	\$807,504	13%	\$232,148	\$278,749	20%	\$946,680	\$1,086,252	15%
Town of Tofield	\$505,708	\$546,545	8%	\$201,851	\$220,732	9%	\$707,560	\$767,277	8%
Town of Trochu	\$187,250	\$219,112	17%	\$63,669	\$74,608	17%	\$250,919	\$293,719	17%
Town of Two Hills	\$159,745	\$173,598	9%	\$52,490	\$56,602	8%	\$212,235	\$230,200	8%
Town of Valleyview	\$348,413	\$396,108	14%	\$293,412	\$342,250	17%	\$641,826	\$738,359	15%
Town of Vauxhall	\$204,637	\$242,223	18%	\$66,674	\$80,528	21%	\$271,311	\$322,750	19%
Town of Vegreville	\$1,270,223	\$1,398,415	10%	\$714,209	\$784,479	10%	\$1,984,432	\$2,182,894	10%
Town of Vermilion	\$1,048,118	\$1,148,399	10%	\$657,967	\$722,215	10%	\$1,706,085	\$1,870,614	10%
Town of Viking	\$181,712	\$199,249	10%	\$82,710	\$87,407	6%	\$264,422	\$286,656	8%
Town of Vulcan	\$506,701	\$581,657	15%	\$155,929	\$176,348	13%	\$662,630	\$758,004	14%
Town of Wainwright	\$1,647,086	\$1,773,328	8%	\$952,095	\$1,028,317	8%	\$2,599,181	\$2,801,645	8%
Town of Wembley	\$366,635	\$404,951	10%	\$140,603	\$160,702	14%	\$507,238	\$565,653	12%
Town of Westlock	\$1,062,898	\$1,175,208	11%	\$681,121	\$727,190	7%	\$1,744,019	\$1,902,398	9%
Town of Whitecourt	\$2,736,404	\$2,959,682	8%	\$2,275,620	\$2,535,055	11%	\$5,012,024	\$5,494,737	10%
Village									
Alberta Beach	\$460,851	\$493,842	7%	\$42,315	\$50,665	20%	\$503,166	\$544,506	8%
Village of Acme	\$137,589	\$166,973	21%	\$41,136	\$48,261	17%	\$178,726	\$215,235	20%
Village of Alix	\$157,002	\$184,519	18%	\$59,747	\$69,550	16%	\$216,748	\$254,068	17%
Village of Alliance	\$17,468	\$18,792	8%	\$10,788	\$11,391	6%	\$28,256	\$30,183	7%
Village of Amisk	\$29,421	\$30,500	4%	\$5,498	\$6,820	24%	\$34,919	\$37,319	7%
Village of Andrew	\$67,963	\$69,512	2%	\$20,820	\$23,248	12%	\$88,783	\$92,760	4%
Village of Arrowwood	\$34,108	\$42,675	25%	\$11,414	\$14,358	26%	\$45,523	\$57,032	25%
Village of Barnwell	\$263,431	\$293,199	11%	\$17,378	\$19,299	11%	\$280,809	\$312,499	11%
Village of Barons	\$47,345	\$65,841	39%	\$9,814	\$13,829	41%	\$57,159	\$79,670	39%
Village of Bawlf	\$84,230	\$92,378	10%	\$6,686	\$7,387	10%	\$90,916	\$99,765	10%
Village of Beiseker	\$204,158	\$245,284	20%	\$109,271	\$118,304	8%	\$313,430	\$363,588	16%
Village of Berwyn	\$73,925	\$75,735	2%	\$12,354	\$13,080	6%	\$86,279	\$88,815	3%
Village of Big Valley	\$57,540	\$64,384	12%	\$19,214	\$22,565	17%	\$76,754	\$86,948	13%
Village of Bittern Lake	\$57,647	\$62,677	9%	\$8,552	\$9,357	9%	\$66,199	\$72,035	9%
Village of Boyle	\$156,074	\$168,100	8%	\$96,197	\$105,289	9%	\$252,271	\$273,389	8%
Village of Breton	\$106,294	\$121,299	14%	\$41,573	\$44,422	7%	\$147,867	\$165,721	12%
Village of Carbon	\$102,293	\$117,893	15%	\$11,484	\$12,220	6%	\$113,778	\$130,113	14%

Requisitions are actuals, subject to revision

Classification: Public

2025 Education Property Tax Requisition Comparison Report

Municipality	Residential / Farm Land Requisition			Non-Residential Requisition			Total Education Requisition		
	2024	2025	% Change	2024	2025	% Change	2024	2025	% Change
Village of Carmangay	\$48,404	\$58,953	22%	\$9,539	\$11,983	26%	\$57,943	\$70,936	22%
Village of Champion	\$59,751	\$87,219	46%	\$13,866	\$17,077	23%	\$73,617	\$104,296	42%
Village of Chauvin	\$40,059	\$42,816	7%	\$21,383	\$24,237	13%	\$61,443	\$67,053	9%
Village of Chipman	\$47,300	\$51,912	10%	\$16,261	\$17,871	10%	\$63,561	\$69,783	10%
Village of Clive	\$194,459	\$214,050	10%	\$12,322	\$13,636	11%	\$206,781	\$227,686	10%
Village of Clyde	\$77,161	\$86,993	13%	\$9,832	\$9,822	0%	\$86,993	\$96,815	11%
Village of Consort	\$105,248	\$116,274	10%	\$62,836	\$70,117	12%	\$168,084	\$186,390	11%
Village of Coutts	\$37,085	\$42,040	13%	\$35,530	\$42,011	18%	\$72,615	\$84,051	16%
Village of Cowley	\$43,135	\$54,146	26%	\$15,417	\$17,089	11%	\$58,553	\$71,236	22%
Village of Cremona	\$111,326	\$122,020	10%	\$26,963	\$29,397	9%	\$138,289	\$151,416	9%
Village of Czar	\$25,085	\$28,713	14%	\$7,748	\$10,967	42%	\$32,833	\$39,680	21%
Village of Delburne	\$206,633	\$220,020	6%	\$43,829	\$42,883	-2%	\$250,463	\$262,903	5%
Village of Delia	\$34,212	\$39,445	15%	\$12,863	\$13,637	6%	\$47,075	\$53,082	13%
Village of Donalda	\$31,630	\$35,086	11%	\$5,958	\$6,579	10%	\$37,588	\$41,665	11%
Village of Donnelly	\$49,360	\$54,966	11%	\$8,044	\$8,796	9%	\$57,403	\$63,763	11%
Village of Duchess	\$250,760	\$270,911	8%	\$35,705	\$40,972	15%	\$286,465	\$311,883	9%
Village of Edberg	\$20,445	\$23,160	13%	\$1,265	\$1,514	20%	\$21,711	\$24,674	14%
Village of Edgerton	\$63,662	\$67,381	6%	\$14,104	\$15,890	13%	\$77,766	\$83,271	7%
Village of Elnora	\$50,896	\$60,071	18%	\$10,459	\$10,647	2%	\$61,356	\$70,718	15%
Village of Empress	\$18,516	\$19,581	6%	\$6,651	\$6,571	-1%	\$25,167	\$26,152	4%
Village of Foremost	\$110,123	\$132,442	20%	\$43,240	\$50,545	17%	\$153,362	\$182,987	19%
Village of Forestburg	\$148,651	\$162,777	10%	\$37,102	\$38,679	4%	\$185,753	\$201,456	8%
Village of Girouxville	\$33,288	\$36,433	9%	\$10,115	\$10,327	2%	\$43,402	\$46,761	8%
Village of Glendon	\$92,993	\$99,084	7%	\$17,999	\$19,290	7%	\$110,993	\$118,375	7%
Village of Glenwood	\$75,308	\$90,453	20%	\$9,190	\$9,732	6%	\$84,497	\$100,185	19%
Village of Halkirk	\$14,685			\$6,513			\$21,198		
Village of Hay Lakes	\$123,952	\$139,060	12%	\$7,320	\$9,248	26%	\$131,272	\$148,308	13%
Village of Heisler	\$17,266	\$19,492	13%	\$5,182	\$5,825	12%	\$22,448	\$25,316	13%
Village of Hill Spring	\$54,414	\$60,440	11%	\$4,211	\$4,750	13%	\$58,625	\$65,190	11%
Village of Hines Creek	\$34,209	\$35,332	3%	\$20,015	\$21,640	8%	\$54,224	\$56,972	5%
Village of Holden	\$44,248	\$50,417	14%	\$32,543	\$34,896	7%	\$76,791	\$85,313	11%
Village of Hughenden	\$26,637	\$28,084	5%	\$5,880	\$6,641	13%	\$32,517	\$34,725	7%
Village of Hussar	\$30,710	\$35,112	14%	\$10,012	\$11,784	18%	\$40,723	\$46,896	15%
Village of Innisfree	\$24,567	\$28,117	14%	\$11,944	\$13,608	14%	\$36,510	\$41,725	14%
Village of Irma	\$94,487	\$103,158	9%	\$28,797	\$30,672	7%	\$123,284	\$133,830	9%
Village of Kitscoty	\$211,072	\$223,850	6%	\$26,720	\$29,034	9%	\$237,792	\$252,884	6%
Village of Linden	\$168,416	\$200,029	19%	\$65,604	\$71,363	9%	\$234,019	\$271,392	16%
Village of Lomond	\$26,897	\$31,081	16%	\$8,775	\$9,843	12%	\$35,672	\$40,924	15%
Village of Longview	\$133,296	\$157,316	18%	\$48,454	\$52,257	8%	\$181,750	\$209,574	15%
Village of Loughheed	\$32,223	\$34,916	8%	\$18,238	\$19,609	8%	\$50,461	\$54,525	8%
Village of Mannville	\$107,608	\$117,702	9%	\$32,971	\$35,179	7%	\$140,579	\$152,881	9%
Village of Marwayne	\$92,007	\$103,214	12%	\$16,706	\$19,408	16%	\$108,714	\$122,622	13%
Village of Milo	\$23,853	\$29,740	25%	\$12,798	\$14,627	14%	\$36,651	\$44,367	21%

Requisitions are actuals, subject to revision

Classification: Public

2025 Education Property Tax Requisition Comparison Report

Municipality	Residential / Farm Land Requisition			Non-Residential Requisition			Total Education Requisition		
	2024	2025	% Change	2024	2025	% Change	2024	2025	% Change
Village of Morrin	\$34,991	\$39,171	12%	\$4,515	\$5,360	19%	\$39,506	\$44,531	13%
Village of Munson	\$43,099	\$48,199	12%	\$4,950	\$5,534	12%	\$48,050	\$53,733	12%
Village of Myrnam	\$36,939	\$39,970	8%	\$5,457	\$6,587	21%	\$42,396	\$46,558	10%
Village of Nampa	\$57,385	\$59,957	4%	\$67,853	\$71,282	5%	\$125,238	\$131,239	5%
Village of Paradise Valley	\$21,596	\$23,767	10%	\$5,095	\$5,744	13%	\$26,691	\$29,511	11%
Village of Rockyford	\$64,255	\$72,280	12%	\$23,645	\$26,088	10%	\$87,900	\$98,368	12%
Village of Rosalind	\$31,128	\$35,286	13%	\$9,256	\$10,292	11%	\$40,384	\$45,578	13%
Village of Rosemary	\$73,179	\$77,918	6%	\$8,384	\$10,011	19%	\$81,563	\$87,929	8%
Village of Rycroft	\$88,634	\$91,295	3%	\$94,487	\$99,226	5%	\$183,121	\$190,520	4%
Village of Ryley	\$65,801	\$71,484	9%	\$43,682	\$48,904	12%	\$109,483	\$120,388	10%
Village of Spring Lake	\$373,548	\$424,975	14%	\$11,986	\$13,638	14%	\$385,534	\$438,613	14%
Village of Standard	\$80,933	\$93,175	15%	\$52,180	\$55,237	6%	\$133,113	\$148,411	11%
Village of Stirling	\$294,781	\$346,258	17%	\$14,241	\$16,389	15%	\$309,022	\$362,647	17%
Village of Veteran	\$23,395	\$26,027	11%	\$9,571	\$10,370	8%	\$32,966	\$36,397	10%
Village of Vilna	\$28,541	\$30,806	8%	\$7,727	\$8,895	15%	\$36,268	\$39,701	9%
Village of Warburg	\$122,242	\$135,895	11%	\$41,969	\$44,792	7%	\$164,211	\$180,687	10%
Village of Warner	\$65,587	\$80,346	23%	\$16,418	\$20,411	24%	\$82,005	\$100,757	23%
Village of Waskatenau	\$40,856	\$43,870	7%	\$6,749	\$7,746	15%	\$47,605	\$51,617	8%
Village of Youngstown	\$22,650	\$24,802	10%	\$7,765	\$8,701	12%	\$30,415	\$33,503	10%
Summer Village									
Summer Village of Argentia Beach	\$233,387	\$266,905	14%	\$1,180	\$1,326	12%	\$234,567	\$268,232	14%
Summer Village of Betula Beach	\$80,456	\$96,947	20%	\$215	\$239	11%	\$80,671	\$97,187	20%
Summer Village of Birch Cove	\$36,311	\$41,937	15%	\$207	\$230	11%	\$36,518	\$42,167	15%
Summer Village of Birchcliff	\$509,079	\$572,211	12%	\$7,128	\$7,674	8%	\$516,207	\$579,885	12%
Summer Village of Bondiss	\$170,894	\$194,473	14%	\$2,877	\$3,402	18%	\$173,770	\$197,875	14%
Summer Village of Bonnyville Beach	\$68,232	\$72,907	7%	\$667	\$733	10%	\$68,899	\$73,641	7%
Summer Village of Burnstick Lake	\$53,970	\$76,288	41%	\$131	\$150	14%	\$54,101	\$76,437	41%
Summer Village of Castle Island	\$35,579	\$37,112	4%	\$62	\$70	13%	\$35,641	\$37,182	4%
Summer Village of Crystal Springs	\$238,164	\$267,321	12%	\$1,208	\$1,341	11%	\$239,372	\$268,662	12%
Summer Village of Ghost Lake	\$126,210	\$156,277	24%	\$263	\$282	7%	\$126,472	\$156,559	24%
Summer Village of Golden Days	\$367,537	\$419,422	14%	\$3,258	\$3,258	0%	\$370,795	\$422,680	14%
Summer Village of Grandview	\$287,308	\$322,822	12%	\$1,076	\$1,222	14%	\$288,384	\$324,045	12%
Summer Village of Gull Lake	\$269,295	\$314,039	17%	\$4,504	\$5,412	20%	\$273,799	\$319,450	17%
Summer Village of Half Moon Bay	\$121,653	\$130,500	7%	\$157	\$180	14%	\$121,810	\$130,680	7%
Summer Village of Horseshoe Bay	\$42,270	\$45,515	8%	\$727	\$808	11%	\$42,997	\$46,323	8%
Summer Village of Island Lake	\$300,691	\$349,645	16%	\$2,611	\$3,237	24%	\$303,302	\$352,882	16%
Summer Village of Island Lake South	\$82,853	\$91,599	11%	\$408	\$456	12%	\$83,262	\$92,055	11%
Summer Village of Itaska Beach	\$124,501	\$137,429	10%	\$583	\$642	10%	\$125,084	\$138,070	10%
Summer Village of Jarvis Bay	\$490,062	\$575,535	17%	\$1,387	\$1,558	12%	\$491,449	\$577,092	17%
Summer Village of Kapasiwin	\$87,853	\$94,742	8%	\$317	\$347	9%	\$88,170	\$95,089	8%
Summer Village of Lakeview	\$46,084	\$55,272	20%	\$256	\$292	14%	\$46,340	\$55,564	20%
Summer Village of Larkspur	\$88,448	\$98,107	11%	\$220	\$240	9%	\$88,668	\$98,346	11%
Summer Village of Ma-Me-O Beach	\$272,676	\$287,565	5%	\$7,797	\$8,247	6%	\$280,473	\$295,811	5%

Requisitions are actuals, subject to revision


Classification: Public

2025 Education Property Tax Requisition Comparison Report

Municipality	Residential / Farm Land Requisition			Non-Residential Requisition			Total Education Requisition		
	2024	2025	% Change	2024	2025	% Change	2024	2025	% Change
Summer Village of Mewatha Beach	\$153,698	\$176,305	15%	\$916	\$1,152	26%	\$154,614	\$177,457	15%
Summer Village of Nakamun Park	\$110,355	\$125,086	13%	\$568	\$637	12%	\$110,923	\$125,723	13%
Summer Village of Norglenwold	\$600,456	\$702,346	17%	\$2,192	\$2,485	13%	\$602,648	\$704,831	17%
Summer Village of Norris Beach	\$97,746	\$106,415	9%	\$661	\$722	9%	\$98,407	\$107,137	9%
Summer Village of Parkland Beach	\$203,204	\$228,849	13%	\$9,298	\$10,332	11%	\$212,502	\$239,182	13%
Summer Village of Pelican Narrows	\$138,468	\$154,043	11%	\$1,162	\$1,279	10%	\$139,630	\$155,322	11%
Summer Village of Point Alison	\$65,116	\$69,073	6%	\$289	\$321	11%	\$65,405	\$69,394	6%
Summer Village of Poplar Bay	\$266,865	\$286,011	7%	\$1,487	\$1,644	11%	\$268,352	\$287,655	7%
Summer Village of Rochon Sands	\$162,437	\$176,078	8%	\$1,677	\$1,847	10%	\$164,113	\$177,926	8%
Summer Village of Ross Haven	\$163,226	\$181,804	11%	\$835	\$935	12%	\$164,061	\$182,739	11%
Summer Village of Sandy Beach	\$123,810	\$139,589	13%	\$2,364	\$2,708	15%	\$126,174	\$142,296	13%
Summer Village of Seba Beach	\$480,197	\$557,449	16%	\$13,885	\$15,546	12%	\$494,083	\$572,995	16%
Summer Village of Silver Beach	\$247,016	\$265,357	7%	\$755	\$839	11%	\$247,772	\$266,197	7%
Summer Village of Silver Sands	\$163,468	\$190,537	17%	\$4,717	\$5,376	14%	\$168,185	\$195,913	16%
Summer Village of South Baptiste	\$54,415	\$62,931	16%	\$2,889	\$3,115	8%	\$57,304	\$66,046	15%
Summer Village of South View	\$50,810	\$55,997	10%	\$498	\$552	11%	\$51,309	\$56,550	10%
Summer Village of Sunbreaker Cove	\$386,984	\$435,456	13%	\$613	\$681	11%	\$387,597	\$436,137	13%
Summer Village of Sundance Beach	\$169,430	\$187,637	11%	\$327	\$367	12%	\$169,757	\$188,004	11%
Summer Village of Sunrise Beach	\$75,973	\$85,126	12%	\$547	\$612	12%	\$76,520	\$85,738	12%
Summer Village of Sunset Beach	\$94,310	\$104,457	11%	\$575	\$646	12%	\$94,885	\$105,104	11%
Summer Village of Sunset Point	\$190,911	\$202,280	6%	\$727	\$811	12%	\$191,637	\$203,091	6%
Summer Village of Val Quentin	\$129,824	\$148,205	14%	\$1,098	\$1,223	11%	\$130,922	\$149,428	14%
Summer Village of Waiparous	\$97,209	\$125,505	29%	\$183	\$204	12%	\$97,391	\$125,708	29%
Summer Village of West Baptiste	\$98,465	\$116,564	18%	\$504	\$562	11%	\$98,969	\$117,126	18%
Summer Village of West Cove	\$152,266	\$163,052	7%	\$793	\$886	12%	\$153,059	\$163,939	7%
Summer Village of Whispering Hills	\$126,676	\$154,680	22%	\$1,096	\$1,890	72%	\$127,772	\$156,570	23%
Summer Village of White Sands	\$309,431	\$345,232	12%	\$2,257	\$2,512	11%	\$311,688	\$347,744	12%
Summer Village of Yellowstone	\$97,654	\$110,447	13%	\$629	\$707	12%	\$98,283	\$111,154	13%
Improvement District									
Improvement District No. 04 (Waterton)	\$486,959	\$557,367	14%	\$267,914	\$300,923	12%	\$754,873	\$858,290	14%
Improvement District No. 09 (Banff)	\$311,788	\$379,499	22%	\$2,732,751	\$3,522,788	29%	\$3,044,539	\$3,902,287	28%
Improvement District No. 12 (Jasper National Park)	\$15,812	\$18,047	14%	\$215,094	\$231,275	8%	\$230,906	\$249,323	8%
Improvement District No. 13 (Elk Island)	\$956	\$1,018	6%	\$22,334	\$23,454	5%	\$23,291	\$24,472	5%
Improvement District No. 24 (Wood Buffalo)	\$6,267	\$6,636	6%	\$3,913	\$4,363	11%	\$10,180	\$11,000	8%
Kananaskis Improvement District	\$179,885	\$208,069	16%	\$441,342	\$532,210	21%	\$621,228	\$740,278	19%
Special Area									
Special Areas Board	\$1,589,002	\$1,838,695	16%	\$8,984,038	\$9,707,515	8%	\$10,573,040	\$11,546,210	9%
Townsite									
Townsite of Redwood Meadows Administration Society	\$583,080	\$679,043	16%	\$0	\$0	0%	\$583,080	\$679,043	16%

Requisitions are actuals, subject to revision

Classification: Public

<p style="text-align: center;">TOWN OF TWO HILLS COUNCIL MEETING AGENDA ITEM</p> 					
Meeting Date: 25 March 2025		Confidential:	Yes	No	
Topic: <i>Bylaw No. 2025-1052 Collection and Disposal of Garbage and Refuse</i>					
Originated By: Cassy Eliezer			Title:	MC	
BACKGROUND:					
<p>The Town of Two Hills is committed to maintaining a clean and sustainable environment. In light of the recent decision by the Landfill Commission to increase our requisition by 13%, it is essential to adjust the associated garbage collection fees accordingly. This adjustment will ensure the continuation of effective garbage and refuse collection services for our residents and businesses.</p>					
DOCUMENTATION ATTACHED:					
The drafted Bylaw					
DISCUSSION:					
<p>Fee Adjustment: The monthly fee for commercial and residential pickups, including landfill fees, will rise from \$30.00 to \$33.90. This reflects a 13% increase to cover the additional costs incurred by the Landfill Commission.</p> <p>Provisions for Collection: The bylaw outlines the responsibilities of residents regarding garbage disposal, the specifications for garbage receptacles, and the penalties for non-compliance.</p> <p>Repealing: This bylaw repeals <i>Bylaw No. 2023-1028</i>.</p> <p>Effective Date: The new fees and provisions outlined in this bylaw will come into effect on April 1, 2025.</p>					
COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:					
RECOMMENDED ACTION(S):					
<p>Motion that Council approve the following:</p> <p>1-_____ moves to approve the first reading of Bylaw No. 2025-1052 on the 25th day of March, 2025.</p> <p>2-_____ moves to approve the second reading of Bylaw No. 2025-1052 on the 25th day of March, 2025.</p> <p>3-_____ moves to approve unanimous consent for a third and final reading of Bylaw No. 2025-1052 on the 25th day of March, 2025.</p> <p>4-_____ moves to approve the third and final reading of Bylaw No. 2025-1052 on the 25th day of March, 2025.</p>					
DISTRIBUTION:		Council: X			



BYLAW NO. 2025- 1052
OF THE
TOWN OF TWO HILLS

**A BYLAW OF THE TOWN OF TWO HILLS, IN THE PROVINCE OF ALBERTA,
RESPECTING THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE
WITHIN THE TOWN OF TWO HILLS**

WHEREAS Town Council has determined it is expedient to establish a garbage bylaw for the Town of Two Hills;

AND WHEREAS the Municipal Government Act, R.S.A. 2000, c.M-26, as amended from time to time, provides Town Council with the authority to provide for the collection and disposal of garbage and refuse within the Town of Two Hills subject to any terms, costs or charges as may be established by Town Council;

NOW THEREFORE, under the authority and subject to the provisions of the Municipal Government Act, R.S.A. 2000 c.M-26, as amended from time to time, Town Council for the Town of Two Hills, duly assembled enacts as follows:

PART I - INTERPRETATION

Division 1 - Title

1. This Bylaw may be referred to as the "Garbage Services Bylaw".

Division 2 - Definitions

2. Definitions
 - 2.1 "Ashes" means the residue from the burning of combustible materials.
 - 2.2 "Authorized Person" means a person employed or under contract to the Town and occupying a position for the purposes of inspection and enforcement, and shall include a Bylaw Enforcement Officer.
 - 2.3 "Bylaw Enforcement Officer" means a person appointed pursuant to the Municipal Government Act.



- 2.4 "Designated Officer" means a Person appointed pursuant to the Municipal Government Act, and includes for the purpose of this Bylaw, an Authorized Person and Bylaw Enforcement Officer.
- 2.5 "Dwelling Unit" means a building intended for residential purposes.
- 2.6 "Garbage" means all waste material of any kind, except ashes, and shall include all of the following classifications of refuse.
- (a) "Building Garbage" means the waste material (earth, stones, etc.) from cellar or other excavations, waste material and debris resulting from the construction, maintenance or demolition of houses, commercial buildings or other structures including any residue if such waste material or debris is burned or partially destroyed by fire or any other cause.
 - (b) "Bulk Rubbish" means all trees, shrubs, stumps, scrap lumber, scrap metal, large boxes and crates, oil drums and similar unwieldy materials, discarded furniture and fixtures including but not limited to tables, mattresses, water heating tanks, stoves, furnaces, fences, gates and other discarded fixtures.
 - (c) "Dead Animal" means and includes the carcasses of any and all animals or part thereof.
 - (d) "Domestic Garbage" means tin cans, broken glass, crockery, bottles, food containers, dishes and utensils, rags, clothing, papers, books, magazines, packing materials, cartons, clippings from shrubs and trees, weeds, leaves, grass cuttings and garden wastes.
 - (e) "Hazardous Waste" means any and all kinds of materials that may be dangerous for collectors to handle including but not limited to explosives, detonators, ammunition, volatile inflammable materials, poisons, acids, caustics and infected materials, bedding and clothing from sick rooms.
 - (f) "Industrial Waste" means wasted, rejected materials, discarded machinery, etc., from manufacturing processes, factories or other works, wastes and condemned matter from canneries, stockyards, slaughterhouses, meat packing plants, vegetable oil plants or similar industries including shells, husks, manure, offal and other like wastes.



- (g) "Junk" means discarded machinery units including engine blocks, tires, bodies and other machine and vehicle components, metal, glass and similar substances of small marketable value.
 - (h) "Litter" means miscellaneous waste items of all sorts including but not limited to matchsticks, empty packages, cigarette butts, loose paper, bags, boxes, shavings and similar light material or any for that may be blown about or carried off by a gust of wind, gum and wrappers, paper cups, bottles, broken glass and any and all materials which when discarded, dropped, placed, blown about or carried onto any sidewalk, street, boulevard, lane, park, public place or private premises contributes to untidiness and detracts from Town cleanliness.
- 2.7 "Garbage Collection Date" means the date for collection of garbage for a particular premise, set out in an advertised schedule established by the Manager on a periodic basis.
- 2.8 "Garbage Receptacle" means
- (a) a large metal container commonly referred to as a "dumpster", or
 - (b) a wheeled plastic container commonly referred to as a "roll-out tote" equipped with a secure lid designed for the purpose of storage of garbage.
- 2.9 "Manager" means that person appointed to the position of Chief Administrative Officer for the Town of Two Hills, or his or her designate.
- 2.10 "Municipal Tag" means a notice issued by the Town pursuant to Section 7 of the *Municipal Government Act*, for the purpose of providing a person with an opportunity to acknowledge a contravention of this Bylaw, and to pay a penalty directly to the Town, in order to avoid prosecution for the contravention.
- 2.11 "Person" includes any individual, firm, partnership or corporate body.
- 2.12 "Premises" means real property and all buildings, structures and improvements thereon.
- 2.13 "Schedule" means a list of the day or days during each week on which garbage is regularly collected from the Premises within the Town.



2.14 "Town" means the Corporation of the Town of Two Hills, or the geographical area of the Town, as applicable.

2.15 "Violation Ticket" means a ticket issued pursuant to the *Provincial Offences Procedure Act*.

PART II - GARBAGE COLLECTION

Division 1 – Provision of Services

3. Terms of Service

3.1 The Town may provide Garbage collection services in accordance with a collection Schedule established by the Manager, to Premises within the Town.

3.2 The Town shall provide Garbage Receptacles to Dwelling Units and Premises to meet the intent of this Bylaw as set out at Schedule "A" to this Bylaw, as may be amended by resolution of Council from time to time.

4. Duties and Obligations

4.1 No Person shall dispose of ashes, garbage or refuse in the Town except in the manner provided for in this Bylaw.

4.2 No Person other than a Person using a Garbage Receptacle authorized for collection shall open or interfere with any Garbage Receptacle.

4.3 The Person of each Premises within the Town shall be responsible for the payment of those Garbage collection fees levied by the Town in accordance with this Bylaw, notwithstanding whether that Person has made alternative arrangements for the disposal of Garbage generated from the Premises.

4.4 All Garbage Receptacles shall be kept in compliance with the following requirements.

- (a) As per placement by the Town for bulk metal containers or dumpsters,
- (b) As per roll-out instructions provided with roll-out totes,
- (c) With a lid to remain closed at all times to secure the contents.

4.5 Except for a period of twelve (12) hours before, and twelve (12) hours after a scheduled Garbage Collection Date, all Garbage Receptacles shall be stored in a neat and secure manner, within the boundaries of



the Premises.

- 4.6 The Town shall only be responsible for the collection and disposal as outlined in this Bylaw. Individual Persons shall be responsible for the proper and safe disposal of any waste not collected and disposed of by the Town.
- 4.7 Garbage collection personnel shall not be responsible for the cleanup or disposal of any Garbage spilled from a Garbage Receptacle, except where the Garbage collection personnel have caused the spill.
- 4.8 Where Garbage has spilled from a Garbage Receptacle, the Person generating the Garbage spill shall be responsible for the clean-up, removal and proper disposal of the spilt Garbage.

Division 2 - Pre-Collection & Collection of Garbage

5. Pre-Collection

- 5.1 Garbage shall be thoroughly drained of all liquid and shall be securely contained in sealed plastic garbage bags, before its disposal into a Garbage Receptacle.
- 5.2 Ashes shall be extinguished so that no fire remains, and bagged before being placed in a Garbage Receptacle for removal.
- 5.3 Combustible garbage shall be placed in containers carefully secured and prepared for collection as follows.
 - (a) Clippings from shrubs and trees shall be compactly and securely tied in bundles not exceeding three feet (one meter) in length.
 - (b) Discarded clothing and fabric, newspapers, waste paper, magazines and similar dry inoffensive garbage shall be enclosed in cardboard boxes or other containers and securely tied. Shredded packing materials, shavings and trimmings from lawns and gardens shall be securely baled and wrapped in heavy paper or packed in cardboard boxes, burlap or plastic bags and securely tied.
 - (c) Cardboard boxes and similar crating and shipping containers shall be collapsed and securely tied into compact bundles.

6. Collection



6.1 Unless otherwise stipulated in this Bylaw:

- (a) The Town shall remove all Garbage as provided for in this Bylaw once a week from all Dwelling Units and Premises within the Town.
- (b) The Town may sponsor a cleanup week to provide for the removal of all junk, garbage, rubbish, litter, waste and all other related material from the Town.
- (c) Persons requiring additional garbage collection services exceeding once a week will be required to arrange for such services on their own accord and are responsible for all charges and fees associated with the additional services.

7. Improper or Neglected Disposal

- 7.1 The Council of the Town may cause a notice to be served to any Person of any Premises or Dwelling Unit for the removal of any ashes, dirt, filth, or garbage and specified disposal of the same, and designate in such notice a time which shall not be less than seven (7) days in which to remove the said ashes, dirt, filth or garbage.
- 7.2 If the Person does not within the period designated in the notice comply with the said notice, then Council may proceed to have the work done and charge the costs thereof to the Person.
- 7.3 All Garbage referred to in Subsection 7.1 shall be immediately disposed of by the same Persons by taking the Garbage to a waste management/landfill site.

Division 3 - Prohibited Disposal

8. Importing waste

- 8.1 No Person shall import waste of any kind into the Town for disposal.

9. Regulated Waste

- 9.1 Any Person that produces or possesses any dangerous, toxic or hazardous waste, shall remove and dispose of such waste in accordance with applicable provincial and federal statutes and regulations.
- 9.2 The following waste materials are excluded from Town collection:



- (a) All ashes, garbage and/or rubbish not properly prepared for collection or not placed in containers or otherwise contrary to the requirements of this Bylaw will not be removed.
- (b) All building garbage, industrial waste, commercial garbage, bulk rubbish, junk, dead animals and hazardous waste.
- (c) All litter except litter placed in Garbage Receptacles or litter containers or cans.
- (d) No Person shall directly or otherwise dispose of or permit any Person to dispose of any explosive, inflammable, volatile, noxious or dangerous device or substance.

9.3 The Town will not undertake the removal and/or disposal of hazardous waste materials not suitable for disposal as outlined in this Bylaw. Every person responsible for the removal of such waste material shall dispose of same in a manner satisfactory to Alberta Environment.



10. Streets, Sidewalks and Public Areas

- 10.1 Except as may otherwise be authorized herein or hereunder, no Person shall place or deposit any litter, garbage, waste, ashes, rubbish or other discarded materials of any nature or description whatsoever upon any street or lane, vacant lot or in any park or public place or watercourse within the Town.
- 10.2 No Person carrying on building operation or alterations shall deposit on any street, lane, or public place any earth, gravel, industrial waste or surplus materials or other Garbage.

11. Incineration

- 11.1 Garbage and combustible refuse may be disposed by incineration in indoor incinerator units meeting the requirements on the National Building Code and that portion of the National Building Code providing for indoor incinerators and all amendments thereto is hereby incorporated to become and form part of this Bylaw.
- 11.2 Garbage and combustible refuse shall not be disposed of by incineration in outdoor incinerator units or burning barrels. The operation of any incinerator is subject to the legislation passed by the appropriate provincial jurisdiction in Alberta.
- 11.3 Rubber, leather, tar paper or other offensive refuse or matter not completely combustible or which gives off offensive odor when burning shall not be disposed of by burning in an incinerator.

12. Transport of Waste

- 12.1 No Person shall transport Garbage or waste within the Town, unless the Garbage or waste is securely covered in such a manner as to prevent the Garbage or waste from falling out of the vehicle during transport.

PART III - ADMINISTRATION AND FEES

Division 1- Charges and Fees

13. No Persons, who have a premises with a dwelling or building or structure that they operate a business from, are relieved from paying the required charges, levies and fees set out at Schedule "B" to this Bylaw, as may be amended by resolution of Council from time to time.



14. Charges and fees issued pursuant to this Bylaw to a Person shall be issued to the address for service provided by the Person, and shall be deemed to have been received within seven (7) days of the mailing thereof.
15. A Person is not relieved from paying the applicable charge of fee by reason of non- receipt of an invoice for that charge or fee. A Person who does not receive a charge of fee for an applicable billing period shall contact the Town as soon as that Person is aware, or ought to have been aware that charge or fee has become due and payable.
16. Charges and fees which are not paid within a thirty (30) day period, may be subject to a late payment penalty set out at Schedule "B", as may be amended by resolution of Council from time to time.

Division 3 – Authority of Manager and Authorized Persons

17. The Manager is responsible for the administration and enforcement of this Bylaw, and may delegate this authority.
18. The Manager may establish standards, guidelines, and specifications for the design, construction and maintenance of the Garbage Collection System.
19. The Manager shall be responsible for establishing the Schedules of Garbage collection, the advertising of those Schedules to the public, and the amending of such Schedules from time to time, as determined to be necessary by the Manager in his or her sole discretion.



PART IV - OFFENCES AND PENALTIES

Division 1 - Offences

20. Any Person who contravenes any provision of this Bylaw is guilty of an offence and is liable, upon summary conviction, to the applicable penalties set out in Schedule "C" herein, as amended by resolution of Council from time to time.
21. Any Person who provides false information to the Town, the Manager, an Authorized Person or to any other Person empowered to enforce the terms of this Bylaw, is guilty of an offence and, upon summary conviction, shall be liable to the applicable penalties set out at Schedule "C" herein, as may be amended by resolution of Council from time to time.

Division 2 -Enforcement

22. Municipal Tags

22.1 A Bylaw Enforcement Officer is hereby authorized and empowered to issue a Municipal Tag to any Person whom the Bylaw Enforcement Officer has reasonable grounds to believe has contravened any provision of this Bylaw.

22.1.1 A Municipal Tag shall be served upon such a Person personally, or in the case of a corporation, by serving the Municipal Tag personally upon the Manager, Secretary or other Officer of the corporation, or a Person apparently in charge of a branch office, or by mailing a copy to such Person by registered mail.

22.1.2 Where personal service cannot be effected upon a Person, the Bylaw Enforcement Officer may serve the Municipal Tag by leaving the Tag with a Person on the Premises who has the appearance of being at least eighteen (18) years of age.

22.2 A Municipal Tag shall be in a form approved by the Manager, and shall contain the following information:

22.2.1 The name of the Person to whom the Municipal Tag is issued;

22.2.2 The date of issuance;

22.2.3 A description of the offence, the section number of the Bylaw, and the date on which the offence occurred;

22.2.4 The appropriate penalty for the offence as specified at Schedule "C" of the Bylaw;



22.2.5 That the penalty shall be paid within thirty (30) days of the issuance of the Municipal Tag, in order to avoid prosecution; and

22.2.6 Any other information as may be required by the Manager from time to time.

22.3 Where a Municipal Tag has been issued pursuant to section 25.1, the Person to whom the Municipal Tag has been issued may in lieu of being prosecuted for the offence, pay to the Town, the penalty specified on the Municipal Tag, within the time period provided.

23. Violation Tickets

23.1 In those cases where a Municipal Tag has been issued and the penalty specified on the Municipal Tag has not been paid within the prescribed time, a Bylaw Enforcement Officer is hereby authorized and empowered to issue a Violation Ticket pursuant the *Provincial Offences Procedure Act*.

23.2 Notwithstanding section 26.1 above, a Bylaw Enforcement Officer is hereby authorized and empowered to immediately issue a Violation Ticket to any Person to whom the Bylaw Enforcement Officer has reasonable grounds to believe has contravened any provision of this Bylaw, notwithstanding that a Municipal Tag has not first been issued.

23.3 Where a Violation Ticket has been issued to a Person pursuant to this Bylaw, that Person may plead guilty to the offence by submitting to a Clerk of the Provincial Court, the specified penalty set out on the Violation Ticket at any time prior to the appearance date indicated on the Violation Ticket.

PART V - NOTICES

24. Unless a provision of this Bylaw dictates otherwise, any notice required to be given pursuant to this Bylaw may be given by registered mail, personal service, or by posting the notice at a location on the Premises where the notice is likely to come to the attention of the person to whom it has been issued.

PART VI - GENERAL PROVISIONS

25. The Town may enter into an agreement with any party for the purpose of collecting and disposing of Garbage within the Town of Two Hills.



26. The Town shall not be liable for any damages caused by the disruption of any supply of a Garbage Collection Service where such disruption is necessary for the purpose of inspection, maintenance, repair or placement of the Garbage Collection Services components.
27. That Bylaw No. 2023-1028 is hereby repealed.
28. The Fees, Charges, and Levies outlined in Schedule "B" shall be effective April 1, 2025.
29. This Bylaw shall come into full force and effect on the date of its third and final reading.

READ a first time this 25th day of March, 2025.

READ a second time this 25th day of March, 2025.

READ a third and finally passed this 25th day of March, 2025.

TOWN OF TWO HILLS

LEONARD L. EWANISHAN, MAYOR

ADAM KOZAKIEWICZ,
CHIEF ADMINISTRATIVE OFFICER



BYLAW NO. 2025-1052

SCHEDULE "A"

GARBAGE RECEPTACLE PLACEMENT GUIDELINES

To meet the intent of this Bylaw, consideration shall be given to the ease of access for disposal and collection. Guidelines for the placement and number of Garbage Receptacles shall be as follows:

1. DWELLING UNITS

- Dumpster: three (3) to four (4) Dwelling Units shall share one (1) dumpster, as determined by the Manager
- Roll-out Tote: one (1) tote per dwelling unit as determined by the Manager
- The number of dumpsters required for Dwelling Units consisting of more than one (1) residence will be determined by the Manager

2. PREMISES

- Dumpster: non-residential lots shall share one (1) dumpster, with placement as determined by the Manager
- Unless otherwise determined by the Manager, a maximum of one (1) dumpster for each non-residential lot will be provided at the Town's cost.



BYLAW NO. 2025-1052
SCHEDULE "B" CHARGES,
FEES, LEVIES

1. Commercial and Residential Pickups includes Landfill Fees \$33.90 per month
2. Additional Bin..... \$23.25 per month
3. Late Penalty..... 2.5% compounded monthly



BYLAW NO. 2025-1052 SCHEDULE "C"


TAGS AND PENALTIES

Penalties for contravention of this Bylaw:

- (a) For first offences..... \$100.00
- (b) For second offences \$200.00
- (c) For a third or subsequent offence.....\$500.00

Section	Description	Fee
4.2	Disturb garbage contents.	\$50.00
4.5	Moving or improper placement of containers.	\$50.00
5.1	Failure to place and keep garbage in container/improper disposal of unwrapped wet garbage and liquid containers.	\$50.00
5.2	Improper disposal of hot ashes/burning matter.	\$250.00
5.3(a)	Failure to wrap clippings of bundles of trees and shrubs and place into containers.	\$50.00
5.3(b)	Failure to tie or compact loose paper/boxes, packing, etc. and place into containers	\$50.00
9.2	Placing combustible or explosive material in garbage.	\$250.00
10.1	Any Person found littering or found depositing waste material within the corporate limits of the Town of Two Hills is guilty of an offence shall be liable on a Summary Conviction to a fine of no less than \$500.00 (Five Hundred Dollars) and not more than \$2,500.00 (Two Thousand Five Hundred Dollars) or to an imprisonment term of no more than 6 (six) months.	\$2,500.00
12.1	Trucks improperly covered	\$100.00



TOWN OF TWO HILLS COUNCIL MEETING AGENDA ITEM						
Meeting Date: 25 March	Confidential:	Yes		No		
Topic: <i>Town of Two Hills Commercial Development, Traffic Impact Assessment - Draft Report</i>						
Originated By: Adam Kozakiewicz			Title:	CAO		
BACKGROUND:						
<p>MPE, a division of Englobe (MPE), has prepared a Traffic Impact Assessment (TIA) report in accordance with Alberta Transportation and Economic Corridors (TEC) guidelines. The TIA supports a proposed commercial development, which includes a gas station, strip mall, distillery, and a potential motel, anticipated to be constructed in four phases between 2025 and 2045.</p> <p>The report outlines projected traffic volumes for each phase and identifies necessary intersection treatments to accommodate increased traffic demand.</p>						
DOCUMENTATION ATTACHED:						
Yes						
DISCUSSION:						
COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:						
RECOMMENDED ACTION(S):						
<p>1- Motion that the Council review and provide changes to the Town of Two Hills Commercial Development, Traffic Impact Assessment - Draft Report during the next meeting.</p> <p>Or</p> <p>2- Motion that the Council approve the forwarding the Town of Two Hills Commercial Development, Traffic Impact Assessment - Draft Report as is to the Department of Transportation and Economic Corridors (TEC).</p>						
DISTRIBUTION:		Council: X				

Town of Two Hills
4712-50 Street
P.O. Box 630
Two Hills, AB T0B 4K0

March 19, 2025
File: N:\5406-001-00

Attention: Adam Kozakiewicz, CAO

• Dear Adam:

Re: Town of Two Hills Commercial Development, Traffic Impact Assessment – Draft Report

MPE a division of Englobe (MPE) is pleased to submit our Traffic Impact Assessment Draft Report in support of the proposed commercial development in the southwest quadrant of the intersection of Highway 45 and Highway 36 (Hwy 45 and Hwy 36), in the Town of Two Hills, Alberta.

All traffic projections, analysis, and recommendations included herein were prepared by MPE in accordance with Alberta Transportation and Economic Corridors (TEC) guidelines.

We appreciate the opportunity to provide our services for this project. Should you have any questions or require additional information, please contact the undersigned at (780) 486-2000 or jarango@mpe.ca.

Yours truly,

MPE a division of Englobe



Jorge Arango, P.Eng.
Transportation Engineer



Councillor A. Romaniuk's Report

-Two Hills Regional Waste Management Commission Meeting March 06, 2025 7:00 PM

-Derwent still having problems with material walking away. Decided to buy two game cameras with 24-hour surveillance

\$900.00 plus \$200.00 Spy Point.

-Register by the end of March 2025 but Alberta Recycle working on contents of recycle in late October 2026.

-Cost for Peterbilt Diesel engine rebuild around \$22 000.00 or drop in engine \$78 000.00 and better warranty

-Mack Truck running good

-Troy to check on price for pressure washer to clean up trucks and track hoe track because garbage get into tracks need

Need gravel transfer sites

2025 draft budget

	2024	2025
Myrnam	\$18 792	\$18 792
Town of Two Hills	\$87 792	\$99 120
County of Two Hills	\$211 544	\$238 840

-Draft budget for September 2025

-Garbage bin hit by grader, Troy said Boy know

-Power + gas bills 2024 \$9 800.00

2025 \$12 500.00



Councillor A. Romaniuk's Report

-Two Hills Town and County Airport Commission March 10, 2025 at 9:00 AM at Two Hills County office

-Maintenance inspection done by North Star Electrical 630.00 dollars

-Motion made to increase grant income from Town and County from 3500 dollars to 3750 dollars by 250 dollars

-Work performed 2024 in kind costs associated with operation of the Airport.

-Wind sock has to be replaced

-More lightbulbs to be purchased.

-Drone use in and around Airport.

-AHS Air Ambulance will not land at Airport during winter because of Aviation Risk Assessment previously done but this winter phoned and answer given tarmac is icy.

-Explore subdivision use at airport was disused but more information is needed.

-March 07, 2025 3:00PM Vegreville social centre Refocussing Health Care in Alberta Public Engagement.

Minister of Health message Adriana Lagrande.

1-Access to health care

2-Communication and Transparency on an ongoing basis

3-Supporting and sustained the health care workforce

4-Needs of patients and providers in rural, remote and indigenous communities

5-Local decision-making and empowerment

6-Accountability of the Health Care System

7-System integration and coordination.



Town of Two Hills Councillor Report

Date: March
20, 2025 _____

Eagle Hill Foundation

February meeting no changes and getting ready for bargaining.
Next meeting March 25
March 11 Eventide meeting concerns of the side walks surrounding Eventide.

Economic Development Committee (EDC)

Next meeting April 1
REDC March 12 went over deliverables from the contractor.

HUB - Regional Economic Development

Feb 21 Hub membership meeting was held in Two Hills, information on drone project, discussion on future Alberta hub.

Extra Notes

Joint Muni meeting March 12
Attended Alberta Muni spring conference and RMA spring conference both in Edmonton
Attended AHS meeting in Vegreville Mar7, Lakeland DMO meeting March 13



Town of Two Hills Councillor Report

Date: **March 20/25**

NLLS

Feb. 28/25- Major milestones include the establishment of the Elizabeth Metis Library System, onboarding of Art Smith Aviation Academy, and the launch of GoLibrary- a self registration that reduces barriers to access.

- Strengthened relationships with Indigenous communities- such as forming library boards at Kehewin Cree Nation and Fishing Lake Metis Settlement.
- Bibliographic Services under new leadership saw savings of \$100,000 annually and increasing delivery stops.
- Review of 14 policies

THIC - Two Hills Improvement Committee

Feb. 20/25 - Ordering flowers from both Fjeldstrom and Mary Baer. Mary will be making 10 of the 23 hanging basket.

- Some were disappointed that not all the pictures of the winners of the Xmas Light-Up Contest were in the paper.
- The committee are in the process of ordering new bulbs for the Xmas poinsettias and snowflakes to make them more visible.
- We were not successful receiving the Helping Hands Grant.

Two Hills Adult Learning Committee

N/A

Sports Activity Council

N/A

Kutryk Commemorative Committee

Feb. 25/25- Made a possible list of organizations to be contacted for support. Canada Space Agency will be our main contact due to Colonel Joshua is working closely with them

- Also compiled a list of possible grants to be looked at.
- Geleta Park has been accepted as our location for the Two Hills Space Education Center proposal.
- An Action Plan has been approved for the project.
- A draft letter of Geleta Park as our site for the project will be presented to Town of Two Hills Council for approval.
- Go East sticker for the Town of Two Hills will be an astronaut.

Eagle Hill Foundation - Alternate

N/A

Extra Notes

March 5-6/25 – ABMunis Municipal Leaders Caucus – Topics included: The Trump Card: Predicting the Impacts of an Unpredictable Presidency, Municipal Breakout Sessions- attended Towns, Resources for the 2025 Municipal Election, Ministers Dialogue Session, Meeting with Minister Ric McIver, Speaking to Albertans about the Realities of Municipal Taxes and the Future of our Communities, Clarifying Municipal Roles and Responsibilities under Altered Arrangements for Police Governance and Funding.