Two Hills

AGENDA TOWN OF TWO HILLS February 11, 2025 1:00 P.M.

Regular Council Meeting

 CALL TO ORDE 	:K
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2) ADOPTION OF AGENDA

3) ADOPTION OF MINUTES

Regular Council Meeting Minutes January 28, 2025

4) DELEGATION

Northern Lights Library System

5) OPEN FORUM

6) ADMINISTRATIVE REPORTS

- a) CAO Report
- b) CFO Report

7) CORRESPONDENCE

8) OLD BUSINESS

- a) Sale of lots 5105, 5103 46 Street to Green Hills Construction Inc.
- b) Amend Motion to recognize new partnership with Green Hills Construction Inc

9) BYLAWS & POLICIES

a) Technology Policy

10) NEW BUSINESS

- a) Reappointment of Suzanne Musgrave as chair of the Library Board for 3 years
- b) Invoice for Mixing new brine in the Curling rink
- c) Six-Week Community Engagement Strategy for an Affordable Housing Build

11) COUNCIL MEMBER REPORTS

a) Councillor M. Tarkowski

12) NEXT MEETINGS

a) Regular Council Meeting Tuesday February 25, 2025 at 6:00 PM

13) CLOSED SESSION

FOIPP Act 16(1)(2) & 25; 27

14) ADJOURNMENT

Two Hills

TOWN OF TWO HILLS

Minutes of the Regular Meeting of Council for the Town of Two Hills held January 28, 2025 at 6:00 P.M. in Council Chambers

Regular Council Meeting

PRESENT: Mayor L. Ewanishan, Deputy Mayor S. Rajoo, Councilor M. Tarkowski, C.A.O. A.

Kozakiewicz, C.F.O. S. Lupul, and M.C. C. Eliezer

CALL TO ORDER: Mayor L. Ewanishan called the Regular Town Council Meeting to order at 6:04

PM.

CARRIED

ADOPTION OF AGENDA:

<u>2025-019</u> MOVED by Deputy Mayor S. Rajoo to accept the agenda.

CARRIED

ADOPTION OF MEETING MINUTES:

<u>2025-020</u> MOVED by Councilor M. Tarkowski to accept the minutes of the Regular Council

Meeting minutes December 17, 2024 as presented.

CARRIED

<u>2025-021</u> MOVED by Deputy Mayor S. Rajoo to accept the minutes of Regular council

Meeting Minutes January 14, 2025 as presented and incorporated into the minutes.

CARRIED

<u>2025-022</u> MOVED by Councilor M. Tarkowski to accept the minutes of the Committee of

the Whole Minutes January 21, 2025 as presented.

CARRIED

<u>2025-023</u> Moved by Deputy Mayor S. Rajoo to accept the minutes from the Special council

Meeting Minutes January 23, 2025 as presented and incorporated into the minutes.

CARRIED

DELEGATION: None

OPEN FORUM: No question

ADMINISTRATIVE REPORTS:

Chief Financial Officer

The Chief Financial Officer's report was provided to Council in advance for their

review.

2025-024 MOVED by Councilor M. Tarkowski that the Chief Financial Officer's report be

acknowledged as presented and incorporated into the minutes.

CARRIED

Chief Administrative officer Report

A new employee of the Town of Two Hills, Mr. Cassy Eliezer, was introduced to the Council by the Chief Administrative Officer.

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

2025-025 MOVED by Deputy Mayor S. Rajoo to accept the proposal for the work of Englobe Geo-Technical Investigation Two Hills Subdivision Planning & Design. **CARRIED** MOVED by Councilor M. Tarkowski to approve MPE proposal for Golf Course 2025-026 Subdivision. **CARRIED** MOVED by Mayor L. Ewanishan for C.A.O. A. Kozakiewicz to hire Evolution to 2025-027 study and design an electrical battery back up our system for the reservoir. **CARRIED** 2025-028 MOVED by Mayor L. Ewanishan that the Chief Administrative Officer's report be acknowledged as presented and incorporated into the minutes. **CARRIED** CORRESPONDENCE 2025-029 MOVED by Councilor M. Tarkowski that correspondence be acknowledged as presented and filed. **CARRIED OLD BUSINESS:** 2025-030 MOVED by Deputy Mayor S. Rajoo that the Green Hills Agreement be approved. **CARRIED NEW BUSINESS:** 2025-031 MOVED by Mayor L. Ewanishan to send a letter to AHS that the Special Tax will continue according as per Division 5, Special Tax, MGA current as of October 31, 2024. **CARRIED COUNCILOR MEMBER REPORTS** MOVED by Councilor M. Tarkowski to accept the council reports as presented. <u>2025-032</u> **CARRIED NEXT MEETINGS** Regular Council Meeting Tuesday February 11, 2025 at 1:00 PM. **ADJOURNMENT** With all items on the agenda having been addressed Mayor L. Ewanishan adjourned the Regular Meeting at 7:44 PM. Leonard Ewanishan, Mayor Adam Kozakiewicz, CAO

AGENDA ITEM NO.: (8a)

TOWN OF TWO HILLS COUNCIL MEETING AGENDA ITEM



Meeting Date: Feb 11 2024	Confidential:	Yes	Χ	No		
Tonic: Sale of lots 5105, 5103,46 Street to Green Hills Construction Inc.						

CAO

Originated By: Adam Kozakiewicz Title:

BACKGROUND:

DOCUMENTATION ATTACHED:

On January 30, 2025, the Town of Two Hills received the signed Purchase and Sale Agreement (PSA) with Green Hills Construction. The Agreement is conditional upon the Town Council's approval for the Agreement and the sale of the lands within 30 days from the date of the Agreement. Legal counsel from Reynolds Mirth Richards & Farmer LLP, represented by Ben Throndson, has confirmed the receipt of the executed Agreement and requires confirmation of Council approval by March 1, 2025, to finalize the transaction.

DISCUSSION:

- Fully-Executed Purchase and Sale Agreement
- Option to Reacquire Agreement

COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:

The transaction has been managed with legal oversight to ensure compliance with municipal and legal requirements. Public communication will follow Council's approval to ensure transparency.

RECOMMENDED ACTION(S):

Motion to approve the Purchase and Sale Agreement and the Option to Reacquire with Green Hills Construction signed January 30,2025 regarding Land (5105,5103 46 St) as presented, and authorize the CAO to confirm Council's approval to legal counsel and proceed with the necessary administrative actions.

DISTRIBUTION:	Council: X	

AGREEMENT FOR SALE AND OPTION TO REACQUIRE

30th

THIS AGREEMENT IS MADE EFFECTIVE THIS 10 DAY OF January , 20 15 BETWEEN:

TOWN OF TWO HILLS

(the "Vendor")

-and-

GREEN HILLS CONSTRUCTION INC.

(the "Purchaser")

WHEREAS:

- A. The Vendor is or is entitled to become the legal and beneficial owner of the Lands (as hereinafter defined); and
- B. The Purchaser has agreed to purchase the Lands from the Vendor as provided for in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the sum of ONE (\$1.00) DOLLAR paid by the Purchaser to the Vendor (the receipt and sufficiency of which is hereby acknowledged), as well as the covenants and agreements herein, the Vendor and the Purchaser covenant and agree as follows:

1. LANDS

1.1 The Vendor is, or is about to become, the registered and beneficial owner of those lands situated in the Town of Two Hills and legally described as:

PLAN 8421200

BLOCK 20

LOT K

EXCEPTING THEREOUT ALL MINES AND MINERALS

("Lot K")

and

PLAN 8421200

BLOCK 20

LOTL

EXCEPTING THEREOUT ALL MINES AND MINERALS

("Lot L")

(collectively, the "Lands")

- 1.2 The Lands are being sold to the Purchaser for the purpose of the Purchaser's development of a commercial building with a minimum coverage of 50% of the Lands (the "Development") on the Lands.
- 1.3 The closing date for the sale of the Lands to the Purchaser shall be the date that is 14 days after all Vendor Conditions and Purchaser Conditions are waived or declared to be satisfied, or such other date as agreed to in writing by the parties (the "Closing Date").

2. PURCHASE PRICE AND DEPOSITS

- 2.1 The Vendor agrees to sell and the Purchaser agrees to purchase the Lands free and clear of all encumbrances other than the permitted encumbrances set out in Schedule "A" hereto (the "Permitted Encumbrances").
- The Vendor and the Purchaser agree that the fair market value of Lot K is five thousand (\$5,000.00) dollars and the fair market value of Lot L is five thousand (\$5,000.00) dollars. The Vendor and the Purchaser further acknowledge and agree that there is an unhabitable residence located on the Lands for which the estimated cost of demolition is ten thousand (\$10,000.00) dollars. The Purchaser hereby agrees to assume all responsibility for the said unhabitable residence, including any demolition costs. In light of the foregoing, the Vendor and the Purchaser agree that the purchase price for the Lands shall be ZERO (\$0.00) DOLLARS (the "Purchase Price").
- 2.3 Subject to payment of the Purchase Price and other amounts payable by the Purchaser to the Vendor on or before 12:00 noon on the Closing Date, and all required deliver, the Purchaser shall be given vacant possession of the Lands on the Closing Date.

3. CONDITIONS

- 3.1 The following conditions (the "Vendor Conditions") are for the sole benefit of the Vendor and may only be waived or declared to be satisfied by the Vendor any time on or before the date that is 30 days following the date of this Agreement (the "Vendor Condition Date"):
 - The Vendor obtaining approval for this Agreement and the sale of the Lands from Council for the Town of Two Hills.
- 3.2 The following conditions (the "Purchaser Conditions") are for the sole benefit of the Purchaser and may only be waived or declared to be satisfied by the Purchaser

any time on or before the date that is 60 days following the date of this Agreement (the "Purchaser Condition Date"):

- a. The Purchaser confirms to its own satisfaction that the zoning of the Lands is suitable for the Development and/or is able to have the Lands rezoned to a land use district that is, in its opinion, suitable for the Development.
- 3.3 In the event that either the Vendor Conditions or the Purchaser Conditions are not walved or satisfied on or before their respective Condition Dates, this Agreement will terminate and be of no further force or effect.
- 3.4 The Purchaser acknowledges that pursuant to section 426 of the Alberta Municipal Government Act, the former owners of the Lands have a right to redeem ownership of the Lands, and should this occur before the Closing Date, the Vendor shall return the Deposit and neither party shall have any further rights or obligations in relation to the Lands and this Agreement shall become void.

4. CONSTRUCTION COMMITMENT

- 4.1 The Purchaser acknowledges that as inducement to the Vendor to sell the Lands to the Purchaser, the Purchaser will commence and complete construction of the Development in compliance with all laws, permits, bylaws, codes and regulations in accordance with the following timelines:
 - a. The Purchaser shall commence construction of the Development ("commence" means at least excavation and completion of the foundation of the Development) on or before the date that is twelve (12) months from the Closing Date.
 - b. The Purchaser shall complete construction of the Development ("complete" means the state when the Development is ready for occupancy) on or before the date that is twenty-four (24) months from the Closing Date.
- 4.2 The Purchaser hereby grants the Vendor an option to repurchase the Lands from the Purchaser, pursuant to the terms of an Option Agreement in the form set forth in Schedule "B" of this Agreement (the "Option Agreement") as security for performance of the obligations set forth in section 4.1 of this Agreement. The Purchaser covenants and agrees to execute and deliver to the Vendor, concurrently with the execution of this Agreement, the Option Agreement, including a signed Transfer of Land (endorsed with such affidavits verifying corporate signing authority and regarding the value of the Lands so as to be registrable) in favour of the Vendor in trust in the event the option to repurchase is exercised, and the Vendor shall be entitled to register a caveat respecting the Option Agreement at the Land Titles Office.

- If the option to repurchase is exercised, the purchase price payable by the Vendor to the Purchaser for the Lands shall be ONE (\$1.00) DOLLAR.
- A Caveat respecting the Option Agreement shall be registered concurrently with the transfer of the Lands.

5. CLOSING DOCUMENTS

- 5.1 A transfer of land in registrable form and statement of adjustments shall be prepared at the Vendor's expense and provided to the Purchaser's solicitor a reasonable time before the Closing Date.
- 5.2 There shall be no adjustments to the Purchase Price in respect of property taxes, utilities, or other amounts typically subject to adjustment.
- 5.3 If the Vendor allows late payment, then the Purchaser shall pay interest at a rate of ten (10%) percent per annum on any money owing to the Vendor from the Closing Date to the date such money is paid. Monies received after 12:00 noon shall be deemed to have been received on the next business day.
- 5.4 If the Purchaser is a GST Registrant, the Purchaser shall provide to the Vendor, on or before the Closing Date, a GST Certificate and Indemnity which shall include written assurances that the Purchaser is a GST Registrant, that it shall file all required GST forms and returns (as applicable) within the prescribed time as required and permitted under the Excise Tax Act and include an indemnity in favour of the Vendor for any GST liability resulting from this transaction, all to the satisfaction of the Vendor acting reasonably.
- 5.5 If required, the Purchaser shall obtain a policy of title insurance at the Purchaser's sole cost in order to facilitate release of payment of the Purchase Price and possession on the Closing Date.

6. AS-IS WHERE-IS

- 6.1 The Purchaser acknowledges that the Vendor has not given any representations or warranties regarding the condition of the Lands or any improvements thereon and that the Purchaser shall accept the Lands "as-is where-is". Specifically, without limiting the generality of the foregoing, the Purchaser agrees that:
 - a. the Vendor has not provided any representations or warranties with respect to the presence or absence in, on or upon the Lands of any contaminants, hazardous substances, hydrocarbons, or any other form of environmental contamination whatsoever:
 - b. the Vendor has not provided any representations, warranties, promises or

collateral agreements with respect to the suitability of the Lands for the Purchaser's intended use and development, or the Lands' current or future compliance with laws, bylaws, regulations or codes;

 the Vendor has not provided any representations with regard to the uninhabitable residence on the Lands;

and in all respects the Purchaser has relied upon the Purchaser's own due diligence respecting the Lands, and its proposed use and development.

The Purchaser hereby releases, indemnifies and holds harmless the Vendor and the Vendor's officers, agents, employees and representatives, from, and in regard to, any environmental liability, or any action, cause of action, proceedings, expenses, costs, damages, judgments and legal costs on a solicitor and own client full indemnity basis, of every nature and kind regarding the environmental condition of the Lands, any contaminant or hazardous substances placed, held, located, or disposed of, in, on, under or from the Lands, or any escape, seepage, leakage, spillage, discharge, emission or release from or to the Lands or into or upon any other lands, the atmosphere or any water course, body of water, or wetland or of any breach of any environmental laws, including, without limitation, the cost of defending and/or counterclaiming or claiming against third parties in respect to any action.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Purchaser represents and warrants to the Vendor that as of the Closing Date:
 - a. If the Purchaser is a corporation, it is duly and validly constituted under the laws of the Province of Alberta, it is not insolvent within the meaning of the Bankruptcy and Insolvency Act (Alberta), and it has obtained all required corporate approvals to enter into and perform this Agreement.
 - b. If the Purchaser is a GST registrant under Part IX of the Excise Tax Act, it shall so be registered at the Closing Date and its GST registration number is: 806059473 RT0001
 - c. This Agreement has been validly executed and delivered by the Purchaser and constitutes valid and legally binding obligations of the Purchaser.
 - d. The Purchaser is a resident of Canada for the purposes of Section 116 of the Income Tax Act of Canada.
 - e. The Purchaser has not been introduced to the Lands by any real estate agent and no real estate agent fees or similar fees are applicable, and the Purchaser indemnifies the Vendor regarding the payment of any real estate agency or

similar fees in regards hereto.

- 7.2 The Vendor represents and warrants to the Purchaser that as of the Closing Date:
 - a. It will be the sole and beneficial owner of the Lands having good and marketable title thereto.
 - b. It has the power, authority and capacity to enter into and perform this Agreement.
 - This Agreement has been validly executed and delivered by the Vendor and constitutes valid and legally binding obligations of the Vendor.
 - All taxes, rates and levies, and local improvement charges due in respect of the Lands have been paid in full or will be adjusted on the Closing Date.

8. NOTICES

8.1 For the purposes of giving and receiving any notice referred to in this Agreement, communication must be in writing and be hand delivered to the other party, or be delivered by registered mail or email to the addresses below. Notices sent by registered mail shall be deemed to be received three business days after sending. Notices hand delivered or sent by email shall be deemed to be received on the day of delivery or sending of an email if a business day, and if not, on the next ensuing business day.

To the Vendor:

Town of Two Hills Box 630 Two Hills, AB TOB 4K0

With a copy to the Vendor's Lawyer

Reynolds Mirth Richards & Farmer LLP Suite 1800 | Stantec Tower 10220-103 Street, Edmonton, AB T5J 0K4 Email: bthrondson@rmrf.com

To the Purchaser:

Green Hills Construction Inc. Box 938 Two Hills, AB TOB 4K0 With a copy to the Purchaser's lawyer:

Prockiw Law Office Attn: Terry Prockiw Box 298 Two Hills, AB TOB 4KO

9. GENERAL

- 9.1 The Purchaser is responsible for and shall forthwith repair any and all damages incurred during construction of the Development to utility installations, sidewalk, and/or roads abutting or adjacent to the Lands.
- 9.2 The Purchaser will not commence the Development until the plans and specifications thereof have been submitted to and approved by a development officer as satisfactory for the district in which the said Development is to be erected; such approval may be withheld notwithstanding that the proposed Development may conform to existing building, zoning or other relevant Bylaw, if in the opinion of said development officer the size, value, material to be used in construction, architectural style or appearance of the proposed Development is unsuitable for the district concerned. Nothing herein constitutes approval of a development or building permit for the Development nor any assurance that such permits will be granted.
- 9.3 The Vendor reserves the unfettered right to create new or expand existing utility rights of way or easements for municipal utilities and services on the Lands.
- 9.4 The Purchaser will not assign the Purchaser's right, title, interest or equity in or to the Lands at any time while this Agreement remains in force and effect without the express written approval of the Vendor which may be withheld unless the person to whom such assignment is to be made enters into a written Agreement with the Vendor to carry out the construction commitments contained herein, and unless in addition the Vendor receives evidence that the Purchaser is not receiving as consideration for assignment a sum greater than has actually been paid to the Vendor under the terms of this Agreement.
- 9.5 The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties hereto.
- 9.6 Wherever the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or feminine or a body corporate where the context or the parties hereto so require, and in case there are two or more purchasers, the covenants herein contained on their part shall be deemed to be joint or several.

- 9.7 This is the entire agreement between the parties respecting the purchase and sale of the Lands. Except as expressly provided herein, there are no representations, warranties, collateral agreements or conditions respecting the purchase and sale of the Lands. All schedules hereto shall be incorporated into and form an integral part of this Agreement.
- 9.8 This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta and the Parties hereby attorn to the jurisdiction of the courts of Alberta.
- 9.9 The terms, conditions and covenants herein contained, which by their nature are intended to survive the Closing Date shall continue beyond the Closing Date and shall not merge with the conveyance provided for herein.
- 9.10 Time is and shall be of the essence.
- 9.11 This Agreement may be executed in counterpart and delivered electronically.

IN WITNESS WHEREOF the parties executed this Agreement as of the date first written above.

	Per: Landa (seal)
Date: 2025 01 30	Per: Wiebe (seal) Per:
	Name: Title:

I /we have authority to bind the corporation.

CONVEYANCING INFORMATION

VENDOR'S SOLICITOR:

Reynolds Mirth Richards & Farmer LLP

Attention: Ben Throndson

Suite 1800 | Stantec Tower

10220-103 Street

Edmonton, AB T5J 0K4

Phone: 780.497.3374

Fax: 780.429.3044

Email: bthrondson@rmrf.com

PURCHASER'S SOLICITOR:

Prockiw Law Office

Attn: Terry Prockiw

Box 298

Unit 3 - 5024 47 Ave.

Two Hills, AB TOB 4K0

Phone: 780.656.1113 Fax: (780) 230.0636

Email: terry@prockiwlaw.ca

SCHEDULE 'A'

The Permitted Encumbrances

NONE.

SCHEDULE "B"

OPTION AGREEMENT

TOWN OF TWO HILLS

(the "Town")

-and-

GREEN HILLS CONSTRUCTION INC.

(the "Grantor")

WHEREAS:

PLAN

8421200

BLOCK 20

LOT K

EXCEPTING THEREOUT ALL MINES AND MINERALS

and

PLAN

8421200

BLOCK 20

LOT L

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Lands")

- B. The purchase and sale of the Lands to the Grantor by the Town proceeded and closed on the basis that the Grantor would commence and complete construction of the Development (as such term is defined in the Purchase Agreement) on the Lands in accordance with the dates specified in the Purchase Agreement.
- C. The Town wishes to acquire an option to purchase the Lands from the Grantor, to be exercised only in the event the Development does not proceed in strict accordance with the dates specified in the Purchase Agreement, and the Grantor has agreed to grant to the Town

an option to purchase the Lands pursuant to the terms, provisions and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of One (\$1.00) Dollar now paid by the Town to the Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Town the sole and exclusive option, irrevocable within the time for exercise provided herein, to purchase the Lands (the "Option"), free and clear of all encumbrances except those listed in Schedule "A" of the Purchase Agreement (the "Permitted Encumbrances") on the following terms and conditions:

Section 1: Conditions Precedent

- 1.1 The Option shall only be available for exercise by the Town if the Grantor defaults on its obligation to:
 - a. Commence construction of the Development ("commence" means at least excavation and completion of the foundation) on or before the date that is twelve (12) months from the Closing Date of the Purchase Agreement; or
 - b. Complete construction of the Development ("complete" means the state when the Development is ready for occupancy) on or before the date that is twenty-four (24) months from the Closing Date of the Purchase Agreement.

Section 2: Exercise of Option

2.1 The Option may be exercised by the Town by giving notice in writing (the "Option Notice") delivered to the Grantor at the following address by registered mail:

GREEN HILLS CONSTRUCTION INC. BOX 938 TWO HILLS, AB TOB 4KO

on or before 11:30 a.m. Mountain Time at any time within five (5) years of the date of this Option Agreement (the "Option Exercise Date"), The Option Notice shall be deemed to have been received by the Grantor on the third business day following the sending of the Option Notice by registered mail.

- 2.2 In the event that the Option Notice is not delivered to the Grantor by the Option Exercise Date, this Agreement and everything contained herein shall be terminated and of no force and effect and the Vendor shall discharge any caveat it has registered in respect of this Agreement.
- 2.3 Notwithstanding anything in this Agreement to the contrary, it is agreed by the Town that upon an occupancy certificate, or equivalent document, being issued by the Development

Authority for the Town of Two Hills, in respect of the Development, this Agreement and everything contained herein shall automatically terminate and be of no force and effect and the Town shall immediately discharge any caveat registered in its favor against the Lands.

- 2.4 Upon the delivery of the Option Notice in the manner set out above, this Option Agreement and the Option Notice shall become a binding contract of sale and purchase of the Lands.
- The transaction of purchase and sale of the Lands by the Grantor to the Town shall be completed on the 30th day following the date upon which the Option is exercised (the "Option Closing Date"). There shall be no adjustments with respect to the transaction of purchase and sale contemplated herein. If not yet provided, the Grantor shall provide the Town with a registrable transfer of land with respect to the Lands together with all other conveyancing documents reasonably required to complete the transaction contemplated herein not less than 14 days prior to the Option Closing Date upon reasonable trust conditions.
- The purchase price for the Lands shall be ONE (\$1.00) DOLLAR (the "Option Purchase Price") and shall be paid by the Town to the Grantor on or before 12:00 noon on the Option Closing Date. The Town shall be entitled to deduct from the Option Purchase Price: (i) the estimated cost of removing any improvements or alterations to the Lands caused by the Purchaser. The Town shall be entitled to require payment from the Grantor in the amount of (i) the estimated cost of removing any improvements or alterations to the Lands caused by the Purchaser and restoring the Lands to the condition they were in prior to the Purchaser's activities thereon.

2.7 This Option Agreement may be executed in counterpart and delivered electronically.

IN WITNESS WHEREOF the parties executed this Option Agreement as of the date first written above.

TOWN OF TWO HILLS

Per:

GREEN HILLS CONSTRUCTION INC

Date: 2025 01 30

Name: Bill Wiebe

Title: Director

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AGENDA ITEM NO.: (8b)

TOWN OF TWO HILLS



	COUNCIL M AGENDA		i			Iwo Hills	
Meeting Date: Feb 11 2025	Confide	ntial:	Yes		No	Χ	
Topic: Amend Motion to recognize	new partner		h Green	Hills Co	nstruc	tion Inc.	
Originated By: Adam Kozakiewicz		Title:	CAO				
BACKGROUND:							
DOCUMENTATION ATTACHED:							
Council made a motion October 10 Affordable Housing Partnership Pro Development) for a Town contribution	gram with a	partners	ship with	112050	04 Alb	erta Ltd. (J.	
DISCUSSION:							
We where not able to collect the necess partner "Green Hills Construction Inc." to					eded to	o engage a n	ew
COMMUNICATION PLAN/COMM	MUNITY INVO	DLVEME	NT:				
RECOMMENDED ACTION(S):							
Motion to amend the motion to rea Affordable Housing Partnership Prog for a Town contribution not to excee	gram with a p	partnersl	nip with	Green H			

DISTRIBUTION:

Council: X

T	Two Hills		
Meeting Date: February 11, 2025	Confidential:	Yes	No X
Topic: Draft Technology Policy			
Originated By: Sheila Lupul	Title:	CFO	
BACKGROUND:			_
A policy was drafted to out councillors.	tline the parameters	of technology	provided to staff and
DOCUMENTATION ATTACHED:			
DISCUSSION:			
COMMUNICATION PLAN/COMM	<u>1UNITY INVOLVEME</u>	NT:	
RECOMMENDED ACTION(S):			
If Council so chooses,			
To approve Policy 2024-02 as presen	ited.		
To redraft policy 2024-02 with the fol	lowing changes:		
DISTRIBUTION: Council: X			



Town of Two Hills Technology Policy 2024-02

1. Policy Statement:

- 1.1. Town Councillors in the performance of their duties require access to electronic information and to communicate with each other, residents and Town of Two Hills Staff. All council members are obligated to use these tools in a responsible and efficient manner, consistent with their current position, town policies and any other applicable laws.
- 1.2. All Elected Officials employed by the Town of Two Hills must read and understand this policy, in addition to signing the technology use agreement "Schedule A" to be granted access to technology. This applies to computer use, cellphone use, and electronic devices.

2. Definitions:

2.1. Electronic Device means any device capable of accessing, sending, storing or receiving messages, or other information, either verbally or in text including, but not limited to cell phones, laptops and tablets.

3. Responsibilities:

3.1. The computer network is the property of the Town of Two Hills and is to be used for legitimate business purposes.

4. Equipment:

- 4.1. Town will purchase a data enabled electronic device for elected officials to use for their term on council. This device remains the property of the Town of Two Hills until end of term, and the option to purchase can be exercised as set out in 5.1 below.
 - 4.1.1. The Town of Two Hills will make every effort to ensure the device is set up (prior to being issued) with the software required to be able to complete council tasks. (i.e. Word processor, adobe reader, and access to email.) Each councillor must familiarize yourself with the technology provided. In the event the equipment is non-functional it must be brought back to the administrative office immediately.

5. **Equipment Disposal**:

- 5.1. Any councillor, at the end of their term of office may elect to purchase this equipment subject to the following depreciation of the purchase price.
 - 5.1.1. Year 1 20%
 - 5.1.2. Year 2 40%
 - 5.1.3. Year 3 60%
 - 5.1.4. Year 4 80%

Any property elected to be purchased will be factory reset to protect the intellectual property of the Town of Two Hills and the Confidentiality of personal information.

6. The Town reserves the right to cancel access to, or remove, any technology device or equipment at its discretion. Any tampering, altering or modifying technology is not permitted.

Motion:	Policy	No: 20	24-0	12
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<u>Schedule A – Technology Use Agreement</u>

All devices and technology issued by the Town of Two Hills, that are otherwise connected to or with access to the Town of Two Hills server or other form of information, either directly or through wireless connectivity, shall be for the exclusive use by the Councillor. Without Exceptions.

- 1. Guidelines and Procedures
 - 1.1. The Technology user is accountable at all times for the responsible use of their computer, cellphone, or another electronic device. The network administrator has access to all user accounts including email, and random checks could be made.
 - 1.2. The Town of Two Hills does not permit use of the computers, and electronic devices in a way that could be deemed as offensive or harassing, such as hate mail, racial or ethnic slurs, insults, obscenities, abuse, defamation, threats, sexually explicit materials and internet gambling.
 - 1.3. Town electronic devices, must be returned upon termination unless otherwise stated in section 5.1 Equipment disposal. All personal subscriptions such as Apple ID / Google Play will need to be removed by Town Councillors before device can be returned.
 - 1.4. Use of technology for personal reasons is only allowed during personal time and provided it does not violate any Town policy or directive.
 - 1.5. Electronic device plans, features, accessories, and management will be provided by the Town of Two Hills.
 - 1.6. Any information created or stored on Town electronic devices may be considered a public record subject to disclosure under the Alberta Freedom of Information and Privacy (FOIP) Act and must be in accordance with the Town of Two Hills Bylaw 99-781 Records Retention and Disposition Bylaw.
 - 1.7. All electronic devices belonging to the Town of Two Hills are required to have passwords, to prevent access to Town information if lost or stolen. Passwords must be kept confidential and not shared.
 - 1.8. Any damages to issued devices will be paid by the Town of Two Hills to a maximum of \$200.00.
 - 1.9. I agree to the terms as stated above by signing this agreement, I authorize the Town of Two Hills to create an email account on my behalf.

Signed day of, 20	_
Town of Two Hills	Elected Official

Policy No: 2024-02

AGENDA ITEM NO.:

10-a

TOWN OF TWO HILLS



	COUNCIL MEETING	G		Two Hills
	AGENDA ITEM			_
Meeting Date: February 11, 2024	Confidential:	Yes	No	Χ
Topic: Alice Melnyk Library Board A		T		
Originated By: Cassy Eliezer BACKGROUND:	Title:	MC		
Alice Melnyk Library volunteer appointments must be specific with term.				
All appointments of new mem council.	bers or renewals of e	existing memb	ers must a	appear before
DOCUMENTATION ATTACHED	:			
DISCUSSION:				
COMMUNICATION PLAN/COM	MUNITY INVOLVEM	FNIT:		
	INOTALL HAVOEVEIVE	LIVI.		
RECOMMENDED ACTION(S):				
LE moves to appoint Suzanne	Musgrave as Chair to	the Alice Mel	nyk Public	: Library Board
for a three (3) year term starting Fel	oruary 11, 2025 and e	ending Februa	ry 11, 202	28.
DISTRIBUTION: Council: X	<u> </u>			

AGENDA ITEM NO.: (10-b)

7	TOWN OF TWO HILL COUNCIL MEETING AGENDA ITEM		Two Hills
Meeting Date: Feb 11 2025	Confidential:	Yes X	No
Topic: Invoice for Mixing new brine	in the Curling rink		·
Originated By: Adam Kozakiewicz	Title:	CAO	
BACKGROUND:	·		
On January 31 Arron Khan requeste Startec responded with 21 bags of \$9282.67			
DOCUMENTATION ATTACHED:			
Invoice from Startec			
DISCUSSION:			
Town of Two Hills in January 2025 has replace motor for the arena	paid \$22059.85 for E	Brine Loss in	the Arena and \$5042.42 to
COMMUNICATION PLAN/COMM	MUNITY INVOLVEME	NT:	
RECOMMENDED ACTION(S):			
ES			
Motion to approve invoice			

DISTRIBUTION:

Council: X



Invoice

Invoice Number:

INV020879

CAD

Company Address Startec Refrigeration Services Ltd

9423 Shepard Road SE Calgary, AB T2C 4R6 CAN

Billing Address **Shipping Address** Invoice Proposal: PIP-024666 TWO HILLS, TOWN OF WO119474 TWO HILLS RECREATION Order Number CENTRE/CURLING RINK CustRef: 4712 50 St 5303 45 AVE LSD: TWO HILLS, TOB 4KO TWO HILLS, AB TOB 4KO Tax registration number: 104998539 CAN CAN Invoice Date: 2/5/2025 Due Date: 02/05/2025 CE005342 Customer account: Payment Terms:

Work Order Summary

Hockey Rink brine leak arena down Invoice Currency:

Туре	Description	Quantity	UOM	Unit Price	Net Amount
WO119474	·				
Item					
1000140	Calcium Chloride, 50LB, 94% Mini-Pellet	21	Bag	74.84	1,571.64
JM-REGULAR TIME	Journeyman, regular time	5.5	hour	134.00	737.00
JM-OVERTIME	Journeyman, overtime	16	hour	194.00	3,104.00
JM-TRAVEL-RT	Journeyman Travel Regular	2.5	hour	134.00	335.00
JM-TRAVEL OT	Journeyman Travel Overtime	8	hour	194.00	1,552.00
KM CHARGE	Kilometer Charge	828	Qty	1.40	1,159.20
SPD10	Subsistence (Must Have 12 Hours Billable Time)	2	ea	40.00	80.00
TRUCK CHARGE	Truck Charge	21.5	Qty	10.00	215.00
Sub total Item					8,753.84
_					
<u>Expense</u>		4.00		0.5.00	
	Fuel Surcharge	1.00	ea	86.80	91.14
Sub total Expense		1.00			86.80

Tax Code **Tax Values** GST 442.03 Sales

Retained subtotal Charges Sales tax Total amount amountNet amount 8,840.64 8,840.64 442.03 9,282.67



Company: SRS

Business Unit: Service - Industrial (SIS)

Service Territory: EDM Work Order: WO119474 **Technician:** Troy Moore **Truck ID:** SRS-901022

Booking Date: 2025-01-31 7:19 AM

Booking ID: Troy Moore 2025-01-31 2:19 PM

Site Contact: Aaron Krahn

Service Information Customer Information

Deliver To: CE005343

Service Customer: TWO HILLS RECREATION

CENTRE/CURLING RINK

Service Address: 5303 45 AVE

Invoice To: CE005342

Invoice To: TWO HILLS, TOWN OF

Invoice Address: 4712 50 St

Problem Description

Hockey rink brine leak arena down

Technician Notes

Got call from office.

Loaded up bags of CaCl.

Travelled to site from shop.

Met w/ Aaron and accessed plant room.

Arrived at site with curling pump and plant running, brine tank was empty.

Turned off and watched brine come back to make a level.

Mixed up new brine and added to system.

Purged air from headers using high side valves.

Added more new brine as air was removed from system.

Continued doing so as we monitored curling ice temp.

Helped Ryan unload brine bags from his truck.

As temp was maintained on curling side we continued purging air and adding brine.

Once we got to a level that stayed in expansion tank we strengthened brine.

Went over steps to maintain overnight with Aaron.

Cleaned up tools and site

Travelled back to Edmonton.

Service Tasks		
Service Task	Task Description	Asset
Dra-Sarvica Joh Hazard Assassment	Pra-Sarvica Joh Hazard Assassment	

Pre-Service Job Hazard Assessment (JHA)

Products	
Production Description	Quantity
Kilometer Charge	276.00
Truck Charge	9.50
Subsistence (Must Have 12 Hours Billable Time)	1.00

Services	
Service Description	Quantity (In Hours)



Company: SRS

Business Unit: Service - Industrial (SIS)

Service Territory: EDM Work Order: WO119474 Technician: Troy Moore Truck ID: SRS-901022

Booking Date: 2025-01-31 7:19 AM

Booking ID: Troy Moore 2025-01-31 2:19 PM

Site Contact: Aaron Krahn

Services	
Service Description	Quantity (In Hours)
Journeyman, regular time	5.50
Journeyman, overtime	4.00
Journeyman Travel Overtime	2.00

Signer:

Signature



Company: SRS

Business Unit: Service - Industrial (SIS)

Service Territory: EDM Work Order: WO119474 Technician: Ryan Mahoney Truck ID: SRS-901082

Booking Date: 2025-01-31 4:00 PM

Booking ID: Ryan Mahoney 2025-01-31 4:00 PM

Site Contact: Aaron Krahn

Service Information Customer Information

Deliver To: CE005343 Invoice To: CE005342

Service Customer: TWO HILLS RECREATION Invoice To: TWO HILLS, TOWN OF

CENTRE/CURLING RINK

Service Address: 5303 45 AVE Invoice Address: 4712 50 St

Problem Description

Hockey rink brine leak arena down

Technician Notes

Received call from technician Troy that he needs more calcium chloride brought out to site, Loaded up 15 bags of brine and traveled to site.

Signed in with site contact, offloaded brine into the plant room and set up work area.

We were able to confirm that the source of the air pockets in the system are due to the high point purges being located on the return headers so when the plant cycles off, it will suck air in gradually over time with each start of the pump and then cause a large surge in level.

Added 4 bags into water and pumped it into the ballast tank, and then mixed 2 more into existing brine to strengthen.

Continued bleeding air from the system until the curling rink temps were getting too high and the plant needed to be turned back on.

Started the plant, will leave the hockey arena pump off over night to allow the air to work its way up and out through the curling rink return line high point purge.

Cleaned work area, coordinated with site contact to return tomorrow and continue bleeding air from the system.

Left site back to the shop to pick up materials needed for tomorrow.

Service Tasks		
Service Task	Task Description	Asset
Pre-Service Job Hazard Assessment	Pre-Service Job Hazard Assessment (JHA)	

Products	
Production Description	Quantity
Kilometer Charge	276.00
Truck Charge	4.00
Subsistence (Must Have 12 Hours Billable Time)	1.00

Services	
Service Description	Quantity (In Hours)
Journeyman Travel Overtime	3.00
Journeyman, overtime	4.00



Company: SRS

Business Unit: Service - Industrial (SIS)

Service Territory: EDM Work Order: WO119474 Technician: Ryan Mahoney Truck ID: SRS-901082

Booking Date: 2025-01-31 4:00 PM

Booking ID: Ryan Mahoney 2025-01-31 4:00 PM

Site Contact: Aaron Krahn

Services	
Service Description	Quantity (In Hours)

Signer:

Signature



Company: SRS

Business Unit: Service - Industrial (SIS)

Service Territory: EDM Work Order: WO119474 **Technician:** Ryan Mahoney **Truck ID:** SRS-901082

Booking Date: 2025-02-01 8:30 AM

Booking ID: Ryan Mahoney 2025-02-01 8:30 AM

Site Contact: Aaron Krahn

Service Information

Deliver To: CE005343

Service Customer: TWO HILLS RECREATION

CENTRE/CURLING RINK

Service Address: 5303 45 AVE

Customer Information

Invoice To: CE005342

Invoice To: TWO HILLS, TOWN OF

Invoice Address: 4712 50 St

Problem Description

Hockey rink brine leak arena down

Technician Notes

Traveled to site, signed in with site contact, set up work area, and completed FLHA.

Continued purging air out of the system, adding brine to the ballast tank as it fills into the system. Added an additional 150Gals approx, to get the system to a point where it is maintaining a constant level.

Checked all bleeds on the headers in both trenches to ensure no air is trapped in there.

Got the system to a point where the curling rink pump fluctuates the level approx 3 gals on starts and stops and the hockey rink pump fluctuates the level approx 7-8gals on starts and stops.

Closed off the high point purges that are on the return headers and will not be bleeding from them any longer.

Throttled the bleed valve on the hockey arena trench supply header to half open, flagged the valve and will instruct site contact Aaron to close the valve Monday.

While bleeding and mixing brine, noticed the shaft seal container for C1 was full to the brim, emptied container, monitored the drip rate at approx 1 drop every 2 mins.

Instructed site contact to keep an eye on it, oil level has come down slightly but there is still an appropriate level in the compressor.

The curling rink return header does not have a check valve which is causing some hydraulic issues when the hockey arena pump turns on, this can also move air around in the system that we don't want to happen.

Recommend installing a check valve at shutdown when we drain the header to repair the leak.

When the brine levels stabalized, tested the strength and it tested at +12.

Removed brine from the system and strengthened the brine with the remaining 9 bags on site, leaving 3/4 of a barrel left for top ups.

Strength improved to +5DegF, will let everything mix in and recommend retesting sometime next week. Completed a Midseason check sheet, testing all voltages, amps, pressures, temperatures, and doing a good once over on the plant while waiting for the brine to mix in.

Cleaned up work area, removed all garbage from the brine off site, closed up the areas that I was working in and texted site contact Aaron of my completion.

Left site back to Edmonton.

Disposed of garbage, dropped off the check sheet into the proper binder, and sent off the information needed to quote the check valve.



Company: SRS

Business Unit: Service - Industrial (SIS)

Service Territory: EDM Work Order: WO119474 **Technician:** Ryan Mahoney Truck ID: SRS-901082

Booking Date: 2025-02-01 8:30 AM

Booking ID: Ryan Mahoney 2025-02-01 8:30 AM

Site Contact: Aaron Krahn

Service Tasks		
Service Task	Task Description	Asset
Pre-Service Job Hazard Assessment	Pre-Service Job Hazard Assessment	

(JHA)

Products		
	Production Description	Quantity
Kilometer Charge		276.00
Truck Charge		8.00

Services	
Service Description	Quantity (In Hours)
Journeyman, overtime	8.00
Journeyman Travel Overtime	3.00

Signer:

Signature

AGENDA ITEM NO.: (9b)

TOWN OF TWO HILLS COUNCIL MEETING AGENDA ITEM



Meeting Date: Feb 11 2025	Confidential:	Yes		No	Χ	
Topic: Six-Week Community Engagement Strategy for an Affordable Housing Build						
Originated By: Adam Kozakiewicz Title: CAO						
BACKGROUND:						
Community engagement for the affordable housing project is essential to build strong community support, address potential concerns proactively, and ensure smooth project implementation. It festers transparency encourages stakeholder involvement and helps dispell						

implementation. It fosters transparency, encourages stakeholder involvement, and helps dispel misinformation through open dialogue. Additionally, it strengthens trust between the community, municipal leaders, and project advocates, paving the way for long-term collaboration and project success.

DOCUMENTATION ATTACHED:

DISCUSSION:

The Town of Two Hills must engage the public on the topic of affordable housing to advance projects and strengthen partnerships with federal and provincial governments.

COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:

Outlined in the strategy

RECOMMENDED ACTION(S):

ΑR

Motion to approve and implement the Six-Week Community Engagement Strategy for the Affordable Housing Build in the Town of Two Hills to foster community support, address concerns, and ensure smooth project implementation. Cost not to exceed 10,000.00

DISTRIBUTION:	Council: X	

Six-Week Community Engagement Strategy for an Affordable Housing Build

Objective:

To build strong community support, address concerns, and ensure smooth implementation of the affordable housing project.

Key Stakeholders:

- Community Residents (including those directly impacted)
- Neighborhood Associations (local groups and concerned citizens)
- Local Businesses (who may benefit from workforce housing)
- Nonprofit & Housing Advocacy Groups (who can amplify support)
- Media & Local Press (to shape the public narrative)

Week 1: Refining Messaging & Engagement Plan

Goals: Establish a clear communication plan and prepare for public engagement.

1. Confirm Support from Municipal Leaders

- o Align with city officials on messaging and key talking points.
- o Ensure their continued visibility in public discussions.

2. Develop Clear Messaging for the Public:

- Focus on benefits: affordability, economic growth, job creation, and community integration.
- o Address common concerns proactively (e.g., property values, traffic, infrastructure).
- Use real success stories from similar projects.

3. Create Engagement Materials:

- Fact sheets, project overview slides, FAQs.
- A website or online platform for public inquiries and updates.
- o Social media content to start shaping the public conversation.

4. Identify Community Advocates & Key Influencers:

o Engage local leaders who can champion the project publicly.

 Organize a coalition of business leaders, nonprofits, and residents who support the project.

Week 2: Targeted Community Outreach

Goals: Connect with key community groups and prepare for public discussions.

1. Meet with Neighborhood Associations & Community Leaders:

- Host small-group discussions to listen to concerns.
- o Offer solutions and adjustments where feasible.
- o Ensure local groups feel involved in shaping final project details.

2. Engage with Local Businesses & Workforce Groups:

- Demonstrate how the project will support the local economy.
- Secure business endorsements to show broad community backing.

3. Activate Supporters in the Community:

- Encourage housing advocates to start engaging in public discussions.
- o Provide talking points and data for those willing to advocate in community meetings.

Week 3: Public Awareness & Media Outreach

Goals: Ensure broad public awareness and address concerns through proactive communication.

1. Launch a Public Awareness Campaign:

- o Publish op-eds, press releases, and blog posts about the project's benefits.
- Leverage social media to engage residents with interactive content.
- Begin highlighting community voices that support the project.

2. Host an Informal Community Open House:

- o Provide a drop-in space where residents can ask questions.
- Feature visuals, renderings, and testimonials from housing experts.
- Offer a contact point for follow-up concerns.

3. Address Misinformation & Concerns Early:

o Identify common myths or concerns circulating in the community.

o Publish clear responses backed by data and expert opinions.

Week 4: Community Meeting & Engagement Expansion

Goals: Foster productive conversations and ensure the project maintains positive momentum.

1. Host a Large-Scale Community Forum:

- o Present project details, timeline, and community benefits.
- o Include a Q&A session to listen and respond transparently.
- Have city officials and experts reinforce the need for this housing.

2. Engage the Broader Public through Digital Channels:

- o Organize a live Q&A session on social media or through a webinar.
- o Encourage supporters to share their perspectives.

3. Meet One-on-One with Concerned Residents:

- o Provide direct follow-ups for any vocal opponents.
- o Seek common ground where possible.

Week 5: Reinforcing Community Support & Finalizing Engagement

Goals: Cement public trust and establish a long-term engagement plan.

1. Follow Up with Key Community Stakeholders:

- o Share any project refinements based on public feedback.
- Provide clarity on construction timelines and next steps.

2. Continue Advocacy & Positive Messaging:

- o Release testimonial videos from residents, local leaders, and businesses.
- Emphasize the long-term benefits of the project.

3. Ensure an Ongoing Community Liaison Presence:

- o Introduce a designated contact person for residents to contact.
- Set up a construction update channel (newsletter, website updates, or community meetings).

Week 6: Moving Forward & Maintaining Engagement

Goals: Ensure a smooth transition from engagement to implementation.

1. Host a "Next Steps" Community Update Meeting:

- Provide final clarity on construction schedules and ongoing engagement opportunities.
- o Celebrate the progress and community involvement.

2. Launch Long-Term Community Integration Efforts:

- o Provide opportunities for ongoing resident involvement in the housing project.
- o Offer resources for potential tenants or beneficiaries.

3. Monitor & Address Any New Concerns Quickly:

- o Keep communication open as the project transitions into development.
- o Ensure city officials remain engaged and accessible to the public.

Success Metrics:

- Community sentiment (social media engagement, public comment trends).
- Attendance at engagement events.
- Level of public and business endorsements.
- Smooth transition into the development phase with minimal resistance.

Final Thoughts:

Since municipal decision-makers already support the project, this strategy focuses on building community trust, addressing concerns, and keeping engagement strong through construction.



Town of Two Hills Councillor Report

Date: January28/2025

Eagle Hill Foundation

Jan 28 Eagle Hill Number of Residents 25

Number of Vacant 23

Hillside Number of Residents 21

Number of Vacant 15

Eagle View Number of Residents 18

Number of Vacant 22 (12 of which are in the villa)

Number of move in's 1(from the St Paul area)

Number of DSL3 beds 6 out of 9 filled

Next meeting date February 18

Economic Development Committee (EDC)

Jan 27

Welcomed two new members to the committee

Chamber was up for discussion again

Explore Two Hills Tourism conference & Trade show discussions

EDC is going to be a silver sponsor for the Ag Day & trade Show

REDC

Jan 10

We held discussions with the contractor.

Lakeland DMO

Jan 16

Discussions on Tourism and how to get more people to tour the area

HUB - Regional Economic Development

Jan 23

Board meeting and how to make Hub sustainable.

Councillor Michael Tarkowski

Next HUB meeting will be on February 21 in Two Hills
Extra Notes
Extra phone conversations with Alberta Council throughout the month.
Meeting with Terry Stefiuk and Terry Zayak over electrical needed for the new shop.