



AGENDA  
TOWN OF TWO HILLS  
December 17, 2024  
1:00 P.M.

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Regular Council Meeting

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- 1) CALL TO ORDER
- 2) ADOPTION OF AGENDA
- 3) ADOPTION OF MINUTES
  - a) Regular Council Meeting Minutes November 26, 2024
  - b) Special Meeting of Council December 3, 2024
  - c) Committee of the Whole Meeting Minutes December 12, 2024
- 4) DELEGATION
  - a) Fire Chief
- 5) OPEN FORUM
- 6) ADMINISTRATIVE REPORTS
  - a) Economic Development Report
  - b) CAO Report
- 7) CORRESPONDENCE
- 8) OLD BUSINESS
- 9) BYLAWS & POLICIES
  - a) 2024-1050 Natural Gas Distribution Franchise Agreement -first reading
  - b) 2024-1049 Derelict Residential Subclass – Second and Third reading
  - c) 2024-1048 Water and Sewer Bylaw – Third Reading
- 10) NEW BUSINESS
  - a) RMRF 40th law seminar Feb 7th
  - b) Emerging Trends Info Feb 13th
  - c) Alberta Crime Prevention grant draft one
  - d) Proposed Two Hills Flood Study
  - e) Meeting with Minister McIver at MLC in March 5-6
  - f) Interim Budget and 3 year operating and 5 year capital
  - g) Regional Fire Agreement
- 11) COUNCIL MEMBER REPORTS
  - a) Mayor. L Ewanishan
  - b) Councillor E. Sorochan
  - c) Councillor A. Romaniuk
  - d) Councillor M. Tarkowski
- 12) NEXT MEETINGS
  - a) Regular Council Meeting Tuesday January 14, 2025 at 1:00 PM
- 13) CLOSED SESSION

FOIPP Act 16(1)(2) & 25; 27
- 14) ADJOURNMENT

TOWN OF TWO HILLS



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

held November 26, 2024 at 6:00 P.M. in Council Chambers

**PRESENT:** Mayor L. Ewanishan, Deputy Mayor S. Rajoo, Councillor M. Tarkowski, Councillor A. Romaniuk, Councillor E. Sorochan, C.A.O. A. Kozakiewicz, and E.D.O. Bob Ross

**ABSENT:** C.F.O. S. Lupul, F.O. Trish Parent

**CALL TO ORDER:** Mayor L. Ewanishan called the Regular Town Council Meeting to order at 6:01 PM

**CARRIED**

**ADOPTION OF AGENDA:**

**2024-377** **MOVED** by Councillor M. Tarkowski to accept the agenda with (5) additions as presented and incorporated into the minutes.

7c) AAIP

10d) Returning Officer

11e) Regional Recreation Feasibility Study

11f) Christmas

11g) Councillor S. Rajoo

**CARRIED**

**ADOPTION OF MEETING MINUTES:**

**2024-378** **MOVED** by Deputy Mayor S. Rajoo to accept the Regular Meeting Minutes of November 26, 2024 as presented and incorporated into the minutes

**CARRIED**

**ADMISITRATIVE REPORTS:**

**Chief Administrative Report**

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

**2024-379** **MOVED** by Councillor A. Romaniuk

**CARRIED**

**2024-380** **MOVED** by Councillor A. Romaniuk to accept correspondence and incorporate into the minutes.

**CARRIED**

**CORRESPONDENCE:**

**2024-381** **MOVED** by Councillor M. Tarkowski to send a letter inviting the County to participate in the Rural Renewal Stream with no financial contribution required.

**CARRIED**

2024-382                      **MOVED** by Councillor M. Tarkowski to accept correspondence and incorporate into the minutes. CARRIED

NEW BUSINESS:

SAC Deficit  
Administration has received the Sports Activity Council deficit for 2024.

2024-383                      **MOVED** by Councillor E. Sorochan to have administration send a cheque in the amount of \$54,823.21 to the Sports Council Activity council to cover the deficit. CARRIED

Strategic Plan  
The Town of Two Hills has developed a Strategic Plan.

2024-384                      **MOVED** by Councillor A. Romaniuk to accept the Strategic Plan draft as information and for it to be incorporated into the minutes CARRIED

Hairy Hill 4H Sponsorship  
4H is a youth organization that promotes healthy, active, social and community living through a wide variety of fun and interesting projects.

2024-385                      **MOVED** by Mayor L. Ewanishan to accept the 4H request as information and for it to be incorporated into the minutes CARRIED

Returning Officer  
The Town of Two Hills needs to appoint a returning officer and deputy returning officer for the 2025 municipal election.

2024-386                      **MOVED** by Deputy Mayor S. Rajoo to appoint C.A.O A. Kozakiewicz as the returning officer and to appoint C.F.O S. Lupul as the deputy returning officer for the 2025 municipal election. CARRIED

COUNCIL MEMBER REPORTS

2024-387                      **MOVED** by Councillor E. Sorochan to send letter to the Town of Vegreville re: the Regional Recreation Feasibility Study Steering Committee. CARRIED

2024-388                      **MOVED** by Councillor A. Romaniuk to approve \$150.00 per staff member for Christmas Gift Certificate. CARRIED



**2024-389**

**MOVED** by Councillor A. Romaniuk to accept Council Member Reports and incorporate into minutes.

**CARRIED**

**NEXT MEETINGS:**

Regular Council Meeting Tuesday December 17, 2024 at 1:00 PM

**ADJOURNMENT:**

With all items on the agenda having been addressed Mayor L. Ewanishan adjourned the Regular Council Meeting at 7:24 PM

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Leonard Ewanishan, Mayor

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Adam Kozakiewicz, CAO



TOWN OF TWO HILLS



Minutes of the Special Meeting of Council for the Town of Two Hills  
held December 3, 2024 at 9:20 A.M. in Council Chambers

**PRESENT:** Mayor L. Ewanishan, Deputy Mayor S. Rajoo, Councillor M. Tarkowski, Councillor A. Romaniuk, Councillor E. Sorochan, and C.F.O. S. Lupul,

**ABSENT:** C.A.O. A. Kozakiewicz

**CALL TO ORDER:** Mayor L. Ewanishan called the Special Council Meeting to order at 9:20 AM

**CARRIED**

**ADOPTION OF AGENDA:**

**2024-390** **MOVED** by Councillor E. Sorochan to accept the agenda as presented and incorporated into the minutes.

**CARRIED**

**2024-391** **MOVED** by Councillor M. Tarkowski to clarify Resolution 2024-333 that the Kutryk Memorial Committee is a committee of the Town of Two Hills

**CARRIED**

**ADJOURNMENT:**

With all items on the agenda having been addressed Mayor L. Ewanishan adjourned the Special Council Meeting at 9:51 AM

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Leonard Ewanishan, Mayor

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Sheila Lupul, CFO

TOWN OF TWO HILLS



Minutes of the Committee of the Whole Meeting for the Town of Two Hills  
held December 12, 2024 at 2:00 P.M. in Council Chambers

**PRESENT:** Mayor L. Ewanishan, Deputy Mayor S. Rajoo, Councillor M. Tarkowski, Councillor A. Romaniuk, Councillor E. Sorochan, C.A.O. A. Kozakiewicz and C.F.O. S. Lupul,

**CALL TO ORDER:** Mayor L. Ewanishan called the Special Council Meeting to order at 2:05 PM

**CARRIED**

**ADOPTION OF AGENDA:**

**2024-392** **MOVED** by Mayor L. Ewanishan to enter into Closed Session at 2:05 PM

**CARRIED**

**2024-393** **MOVED** by Mayor L. Ewanishan to come out of Closed Session at 6:28 PM

**CARRIED**

**2024-394** **MOVED** by Deputy Mayor S. Rajoo to direct administration to apply for the Alberta Crime Prevention Grant.

**CARRIED**

**ADJOURNMENT:**

With all items on the agenda having been addressed Mayor L. Ewanishan adjourned the Special Council Meeting at 6:29 PM

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Leonard Ewanishan, Mayor

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Adam Kozakiewicz, CAO

**TWO HILLS  
ECONOMIC DEVELOPMENT & TOURISM**

**Date: December  
12th,2024**

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| <b>Shop local Christmas bingo ( Two Hills, Willingdon, Myrnam) and Christmas light up contests are underway</b>  |
| <b>Subdivision process started for new manufacturing facility in Industrial park</b>   |
| <b>Met with property owner looking to sell for commercial development on Hwy 36</b>  |
| <b>Continue you working on SCOP signage project</b>  |
| <b>Submitted Tree Canada grant application for Trout Pond improvements</b>   |
| <b>Attended Travel Lakeland DMO meeting – discussion on tradeshow collaborations</b>   |
| <b>Travel Alberta Events and Festivals Grant application declined for Two Hills Bike Week</b>  |
| <b>Working on subdivision changes for 2025 rental property development</b>   |
| <b>Met with vacant property owner regarding lease opportunity for new business</b>   |
| <b>Hosted Nov. 29<sup>th</sup> CONNECT FOR FOOD regional AGM at Rec Center – tour of Sunny Hills Foods</b>   |
| <b>Attended Go East AGM – made presentation on Bike Week success story and motorcycle tourism</b>  |
| <b>Working with a local business on a business development and expansion grant – submitted grant application</b>   |
| <b>Continue working with Veterans Memorial Gardens( CMTA) on grant for restoration of Two Hills Cenotaph</b>   |
| <b>Demolition permit applied for old house – property to be developed to mutlifamily rentals</b>   |
| <b>Working with Adult Learning and Labour Force Link to organize a community job fair</b>  |
| <b>Follow up with members of Two Hills Historical Society to discuss future plans for museum – need to schedule a meeting ASAP</b>   |
| <b>Contacted by Stony Creek Colony in regards to building sheds for Downtown Market Square project – 3<sup>rd</sup> shed added to site</b>   |
| <b>Began working on EXPLORE TWO HILLS tourism conference and tradeshow plan (SCOP)</b>   |
| <b>Met with Go East and Travel Lakeland in regards to increasing impact of community promotion</b>   |
| <b>Prepared new SCOP grant budget ( Capacity building – Geleta Park campground and Trout Pond Improvements) and submitted to CAO for review</b>  |
| <b>Short online meeting with Alberta Council representative regarding Regional Economic Development on Dec. 3</b>  |
| <b>Sat in on Kutryk project meeting and will continue as Town of Two Hills resource for future meetings – summarized meeting and developed a project proposal for committee review at next meeting</b> |
| <b>Virtual meeting with Municipal planning regarding industrial park subdivision project</b>   |
| <b>Virtual meeting with realtor looking for industrial property for possible food processing plant</b>   |
| <b>Began working on community spaces grant for market square</b>   |
| <b>Met with new business owner to discuss local exposure</b>   |
| <b>Reconcile Remembrance Day Grant</b>   |

1. Meeting with Aileen Burke – Alberta Crime Prevention grant and Affordable Housing Partnership Program
2. Created the draft proposal for Alberta Crime Prevention program
3. Budget Meeting December 11
4. Meeting at Metis Crossing –potential partnership involving a joint Memorandum of Understanding (MOU) for promoting tourism and recreation as an economic development driver. This MOU could outline shared goals, responsibilities, and strategies between parties to enhance tourism and recreation opportunities in the area. Both parties agree to work together to:
  - a. Promote tourism and recreational activities to enhance the region’s visibility, attract visitors, and increase economic growth.
  - b. Improve facilities and services related to tourism and recreation, focusing on sustainability and inclusivity.
  - c. Foster partnerships with local businesses, Indigenous communities, and other stakeholders to create a positive economic impact.
  - d. Promote the region’s cultural and natural heritage through targeted marketing and outreach efforts.
5. Shared Goals of MOU could be
  - a. **Enhancing Tourism Infrastructure:** Develop and improve tourism-related infrastructure, such as visitor centers, signage, and recreational facilities.
  - b. **Joint Marketing and Promotion:** Collaborate on regional marketing strategies to promote the area’s tourism and recreation opportunities.
  - c. **Sustainable Development:** Promote sustainable tourism practices that support long-term economic growth and environmental preservation.
  - d. **Capacity Building:** Provide training and development opportunities for local communities to participate in and benefit from tourism and recreation-based activities.
6. Attended Government Frameworks Conference and presented on Empowering Organizations to Streamline Forms Automation, Records Management, and Executive Reporting (FARMER)

Government Frameworks offers a strategic management framework designed to help local governments, school districts, and other public sector organizations streamline planning, reporting, governance, and compliance. Their platform integrates various solutions, including risk management, process mapping, policy management, and capital projects. The goal is to improve transparency, accountability, and performance, supporting organizations in achieving measurable outcomes and better service delivery. They provide cloud-based software, training, and development programs to enhance governance efficiency.





## Correspondence Listing

Council Meeting December 17, 2024

**A.) Letter from Honourable Mike Ellis, Deputy Premier of Alberta, Minister of Public Safety and Emergency Services.**

Letter highlighting how recent legislative changes could affect our community with respect to police service. The changes will be effective March 1, 2025.

**B.) SPERD Highlights**

Board highlights including a representative appointed to the Kutryk Memorial Committee.

**C.)**



ALBERTA  
PUBLIC SAFETY AND EMERGENCY SERVICES

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*Office of the Minister  
Deputy Premier of Alberta  
MLA, Calgary-West*

AR 29969

November 20, 2024

His Worship Leonard L. Ewanishan  
Mayor  
Town of Two Hills  
PO Box 630  
Two Hills AB T0B 4K0

Dear Mayor Ewanishan:

As a respected partner in the field of police governance in Alberta, I am writing to highlight how recently proclaimed legislative changes may affect your community.

The Government of Alberta is enhancing civilian governance of the Royal Canadian Mounted Police (RCMP) by proclaiming sections of the *Police Amendment Act, 2022*, and creating the Police Governance Regulation and Police Governance (Ministerial) Regulation. These amendments will ensure communities policed by the RCMP have a voice in setting local and province-wide policing priorities and performance goals by creating municipal and regional policing committees, as well as a Provincial Police Advisory Board.

These changes will take effect on March 1, 2025, after a transition period to allow municipalities to pass and implement relevant bylaws. Every community in Alberta served by the RCMP will be required to be represented by one of the following types of governance bodies, depending on their population size and type of police service agreement.

**Communities with a population of 15,000 or greater, policed under a Municipal Police Service Agreement**

- These communities are required to establish a Municipal Policing Committee (MPC), through bylaws, by March 1, 2025.
- MPCs will consist of between three and seven members appointed by the municipality's council.
- The Minister may also appoint committee members based on the size of the committee.

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**Communities with a population of less than 15,000, policed under a Municipal Police Service Agreement**

- These communities are required to establish a Regional Policing Committee, through bylaws, by March 1, 2025.
- Each RCMP district is a region (e.g., South, Central, East, and West), and each region contains five to 10 municipalities required to work with other communities in the same RCMP district to form a Regional Policing Committee (RPC).
- RPCs will consist of at least one member appointed by each municipality represented.
- Communities may opt out of a RPC in favour of establishing their own municipal committee, or a joint committee with another municipality, with ministerial approval.

**Communities policed under the Provincial Police Service Agreement**

- Small and rural communities policed under the Provincial Police Service Agreement, including municipalities with a population under 5,000, municipal districts and counties, and Metis Settlements, will be represented by the Provincial Police Advisory Board.
- The province will appoint up to 15 members to the Provincial Police Advisory Board, including representation from First Nations, Métis communities, Rural Municipalities of Alberta, Alberta Municipalities, and all four provincial RCMP districts.
- Costs for the Provincial Police Advisory Board will be borne by the province.
- The Provincial Police Advisory Board will be operational by March 1, 2025.

Attached for further reference is a Frequently Asked Questions document with more information about the new requirements for RCMP local governance bodies. You can also find the Police Governance (Order in Council) Regulation, the Police Governance (Ministerial) Regulation, and the proclamation of the *Police Act* sections establishing these governance bodies on the Alberta.ca website at [www.alberta.ca/alberta-kings-printer](http://www.alberta.ca/alberta-kings-printer).

Please note that in the next few weeks your administration will receive communication from department representatives with details about planned information sessions regarding these governance bodies. If you have any questions or require support in the set-up of these governance bodies, please contact the department at: [AlbertaPoliceGovernance@gov.ab.ca](mailto:AlbertaPoliceGovernance@gov.ab.ca).

Thank you for everything you do to help ensure Albertans can live, work, and raise families in safe and secure communities.

Sincerely,



Honourable Mike Ellis  
Deputy Premier of Alberta  
Minister of Public Safety and Emergency Services

Attachment

## Frequently Asked Questions:

### RCMP civilian governance

Alberta's government is enhancing civilian governance of RCMP policed communities to ensure they have a voice in setting local and province-wide policing priorities and performance goals by creating municipal and regional policing committees, as well as a Provincial Police Advisory Board.

This document provides answers to questions about the establishment and operation of RCMP civilian governance bodies.

Why is the government mandating civilian governance bodies for RCMP-policed communities?

Creation of these new civilian governance bodies responds to a long-standing desire of communities to have more say in how they are policed by the RCMP.

By establishing municipal and regional governance committees and the Provincial Police Advisory Board, we are giving communities the opportunity to provide input on both local and provincial policing priorities and RCMP service delivery while increasing police accountability.

Civilian governance bodies support a paradigm shift that sees local police as an extension and a reflection of the communities they serve.

What will the function of the municipal police committees be?

Municipal policing committees will enhance civilian governance of local policing by:

- Overseeing the administration of the municipality's police service agreement;
- Representing public interests and concerns to local RCMP leadership and collaborating with local detachments to plan yearly priorities and strategies for municipal policing and community safety; and
- Regularly reporting on the implementation of programs and services that support police service priorities.

What will the function of the regional police committees be?

Regional policing committees will help ensure Alberta's small rural communities have a voice in how they are policed.

- Regional committee's roles and responsibilities will be similar to their municipal counterparts, advocating for the priorities and concerns of smaller communities while also supporting integrated community safety planning for RCMP policed municipalities in the region.
- The boundaries of the four new regional policing committee zones correspond to Alberta's four RCMP districts, to ensure local policing priorities are accurately reflected in service delivery.

How many different civilian governance bodies will be established?

Four regional policing committees will be established to align with the four RCMP districts in Alberta.

The number of municipal policing committees will depend on whether individual communities decide to either participate in one of the four regional boards, form joint municipal policing committees with neighbouring communities, or form their own municipal policing committee. It is recognized that some communities already have a committee similar in nature to what is envisioned.

How will the civilian governance body for a community be determined?

Communities with a population over 15,000 that are policed by the RCMP will be required to establish municipal policing committees.

RCMP policed communities with a population between 5,000 and 15,000 will be represented by regional policing committees but can apply to opt out and form their own municipal policing committee.

Communities with a population under 5,000 that are served by the RCMP under the Provincial Police Service Agreement will be represented by the Provincial Police Advisory Board. The board will make recommendations on province-wide policing priorities and other aspects of RCMP service delivery.

What is the timeline for these governance bodies to be established?

The amendments and new regulations will come into force on March 1, 2025.

A transitional period, between November 2024 and February 2025, will allow municipalities to pass relevant bylaws and make other preparations for implementation.

This transition period also allows municipalities that already have civilian governance bodies time to adapt those bodies to the new statutory requirements.

What is the process for communities that want to opt out of a regional committee and establish their own municipal or joint policing committee?

Communities seeking to opt out of a regional committee in favour of establishing their own municipal committee (or a joint committee with another municipality) must have a formal process in place to do so, consistent with how other municipal committees are established and aligned with the *Police Act* and Police Governance Regulation.

- Municipalities will also need ministerial approval in order to opt out of a regional committee and/or form a joint municipal committee.
- Any municipality can be part of a joint municipal policing committee, as long as it meets the definition of municipality in the *Police Act*.

To initiate the process of obtaining ministerial approval, a municipality can contact the Ministry of Public Safety and Emergency Services at [AlbertaPoliceGovernance@gov.ab.ca](mailto:AlbertaPoliceGovernance@gov.ab.ca).

What are the requirements for the composition of the municipal and regional policing committees?

Municipal policing committees will consist of between three and seven members, appointed by the municipality's council, for terms of two to three years. The municipality's chief elected officer is not eligible to be elected as chair or vice-chair of a municipal policing committee.

Regional policing committees will consist of at least one member appointed by each municipality represented for terms of two to three years.

- Regional policing committees can include additional members appointed by the municipalities with the agreement of all the municipalities in the region. Both municipal and regional policing committees may also include provincial members appointed by the minister.

Will committee positions be voluntary or paid?

Municipalities can choose whether to establish remuneration for their policing committee (municipal or regional) members through their respective bylaws.

Will the municipalities have to pay for the setup and administration of the governance bodies

Municipalities are responsible for the costs of establishing, administering, and sustaining membership of municipal and regional policing committees.

If a municipality cannot afford these costs, they have the option of utilizing a portion of their annual Police Support Grant, which allows funds to be used for governance and local police oversight.

Communities with populations between 5,000 and 15,000 may also take the opportunity to share costs related to RCMP governance by becoming part of a regional policing committee.

What is the role of the Provincial Police Advisory Board?

The Provincial Police Advisory Board will serve as an advisory body for about 275 small rural municipalities, such as municipal districts and counties, as well as eight Metis Settlements policed by the RCMP under the Provincial Police Service Agreement. The board will support the alignment of local and provincial priorities across the province.

The PPAB will be responsible for developing and maintaining communication between the Alberta RCMP, the provincial government, and the small and rural communities it represents.

The PPAB will help advance the interests of RCMP-policed communities by

- Advising and supporting collaboration between the RCMP, communities, and community agencies on integrated community safety planning;
- Representing the interests of communities served by the RCMP under a provincial police service agreement;
- Reporting annually on progress related to provincial police service priorities, provincial police service resourcing, and related initiatives; and
- Working with the RCMP and the Ministry of Public Safety and Emergency Services to communicate with municipalities about provincial priorities, resourcing, and community specific challenges.

How will the government ensure alignment between provincial and municipal policing priorities?

Both municipal and regional policing committees are required to consider provincial policing priorities when setting local ones.

The Provincial Police Advisory Board will provide advice on behalf of small and rural communities policed by the RCMP, to support overall alignment of local and provincial policing priorities.

Who will pay administration costs associated with the Provincial Police Advisory Board?

Costs for the Provincial Police Advisory Board will be the responsibility of the province.

Can the government appoint provincial members to these policing committees or to the board?

Yes. The government is responsible for ensuring adequate and effective policing across the province, and provincial appointees help the government fulfill that obligation.

The Minister of Public Safety and Emergency Services appoints all members of the Provincial Police Advisory Board and can appoint a small number of members to municipal, joint municipal, or regional policing committees based on size.

Who can municipalities  
contact with questions  
about the new civilian  
governance bodies?

Municipalities can contact the Ministry of Public Safety and Emergency Services at [AlbertaPoliceGovernance@gov.ab.ca](mailto:AlbertaPoliceGovernance@gov.ab.ca) with questions and/or support in setting up these new governance bodies.

More information on RCMP civilian governance bodies can be found in the *Police Act* and in the Police Governance Regulations, found at Alberta King's Printer.



## BOARD MEETING

# HIGHLIGHTS



### **Personal Mobile Devices and Social Media in Schools**

The Board reviewed a new administrative procedure aligning with the [Ministerial Order](#) while allowing principals flexibility in decision-making. Parents and junior/senior high school students will be invited to provide feedback through a survey. The final procedure will be revisited and finalized in January.

### **2025-2026 Calendar**

The Division is in the early stages of planning the 2025-26 learning calendar. Two options will be presented, following a process similar to last year and incorporating feedback from staff, parents, and community stakeholders through a survey.

### **Public Engagement Survey**

Alberta's government is seeking public input for Budget 2025 to set financial priorities and support the province's growing population. Albertans can share their views through an [online survey](#) available December 3, 2024 to January 12, 2025.

### **Doug Yeo Award**

Congratulations to École Mallaig School for being the recipient of the Doug Yeo - Youth in Action Award for 2024-25. This annual award recognizes student participation in class or group projects in areas of community service, character development and healthy lifestyles. The school will use the \$500 scholarship to support their student-led Good Works projects that focus on spreading kindness and bringing value to the lives of others within their school and community.

### **Election Update**

The nomination period for the upcoming municipal election opens on January 1. Due to uncertainty with provincial regulations, the release of election packages may be delayed. The nomination deadline is September 22, 2025, with Election Day on October 20, 2025. The Returning Officer position will be advertised early in the new year. For more information, contact Secretary-Treasurer Jean Champagne.



## Christmas Concerts

Thank you to our staff for their hard work in preparing for school concerts. Parents and community members are invited to attend a concert in their area. Dates and times are available on our [website](#) and social media.

## Feeding the Future

Thank you to Cornerstone Co-op for their generous donation of \$18,200 to our school breakfast programs. This donation was made possible through the Feeding the Future initiative.



## Transportation Update

Transportation Coordinator Amy Whalen presented an overview of the Division's transportation services. The Division manages 46 bus routes covering approximately 7,000 kilometers daily. A key challenge is renewing the transportation fleet amidst rising bus and operating costs. Despite these challenges, the department has improved operational efficiency and cost management while maintaining a strong focus on safety and reliability.

Parents and guardians are reminded that inclement weather can impact bus routes. Downloading the Bus Status app is the quickest way to receive route updates. More information can be found on our [website](#).

The Division is actively seeking bus drivers and encourages anyone interested to apply.



## Audited Financial Statements

The 2023-24 Audited Financial Statements are now available on the Division [website](#). The year ended with a small surplus of \$197,178, compared to a \$617,136 deficit last year. While many variables impact financial outcomes, we are pleased to have aligned expenses with revenues after several years of deficits.

## January Board Meeting Date

The next Board meeting is scheduled for January 22, 2025, at 12:30 p.m. at the Division Office. A livestream will be available on the Division's [YouTube](#) channel.

**For more information,  
contact:**

**Dr. Peter Barron**  
**Superintendent of Schools**  
[barrpete@sperd.ca](mailto:barrpete@sperd.ca)




**St. Paul Education**

*Learning Together, Growing Together*

**4313-48 Ave. St. Paul, AB T0A 3A3**  
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AGENDA ITEM NO.: (9a.)

| TOWN OF TWO HILLS<br>COUNCIL MEETING<br>AGENDA ITEM   |               |          |        |     |   |  |
|---|---------------|----------|--------|-----|---|---|
| Meeting Date: December 17, 2024   | Confidential: | Yes      |        | No  | X |   |
| Topic: Natural Gas Distribution system Franchise agreement  |               |          |        |     |   |   |
| Originated By: Adam Kozakiewicz   |               |          | Title: | CAO |   |   |
| BACKGROUND:   |               |          |        |     |   |   |
| To enter into Gas NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT   |               |          |        |     |   |   |
| DOCUMENTATION ATTACHED:   |               |          |        |     |   |   |
| Bylaw 2024-1050   |               |          |        |     |   |   |
| DISCUSSION:   |               |          |        |     |   |   |
| COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:   |               |          |        |     |   |   |
| RECOMMENDED ACTION(S):  |               |          |        |     |   |   |
| If Council so chooses,<br><br>_____ MOVES that 2024-1050 derelict residential subclass be given First reading this 17th day of December 2024.<br>_____ MOVES that Letter be sent to the AUC and apex requesting a 5 year term |               |          |        |     |   |   |
|   |               |          |        |     |   |   |
| DISTRIBUTION:   |               | Council: |        |     |   |   |



Apex Utilities Inc.  
5509 45<sup>th</sup> Street  
Leduc, AB T9E 6T6

August 29, 2024

Town of Two Hills

Town of Two Hills  
PO Box 630  
Two Hills, AB T0B 4K0

SEP 11 2024

RECEIVED

Dear Mayor Ewanishan and Council,

**Re: TOTAL REVENUES DERIVED FROM DELIVERY TARIFF**

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As per Section 4 (a) of the Natural Gas Distribution Franchise Agreement currently in effect between the Town of Two Hills and Apex Utilities Inc., this correspondence serves to fulfill the Company's obligation to provide the Municipality with the following information:

1. The total revenues that were derived from the Delivery Tariff within the Municipal Area for the prior calendar year; and
2. An estimate of total revenues to be derived from the Delivery Tariff with the Municipal Area for the next calendar year.

This is provided to assist the Town with its budgeting process and to determine whether a percentage change to the current franchise fee is necessary for the next calendar year. If a fee percentage change is necessary, the Municipality should advise the Company in writing of the franchise fee to be charged by November 15, 2024. Failing notification, the current franchise fee percentage of 23.00% will remain unchanged.

|  | 2023 Actuals               | 2025 Estimates             |
|--|----------------------------|----------------------------|
| Delivery Revenues (Rate 1, 11, 2 & 12) | \$629,595.96               | \$673,667.68               |
| Delivery Revenues (Rate 3 & 13)        | \$36,013.49                | \$38,534.43                |
| <b>Total Delivery Revenues</b>         | <b><u>\$665,609.45</u></b> | <b><u>\$712,202.11</u></b> |
| <b>2023 Actual Franchise</b>           | <b>\$153,090.53</b>        |                            |
| <b>2025 Estimated Franchise Fee</b>    |                            | <b>\$163,806.87</b>        |

If you have any questions regarding this process or about the information provided, please contact me directly at (780) 980-7305 or via email at irichelh@apexutilities.ca. I look forward to hearing from you.

Sincerely,

Apex Utilities Inc.

Irv Richelhoff  
Supervisor Business Development



Statement of Revenue and Franchise Tax Remittances

Franchise Area      Town of Two Hills  
Area No.              1653  
District                Two Hills

| Year | Billing Month | Billed Delivery Charges | Billed Franchise Tax | Calculated Rate (Col. 4 divided by Col. 3) | EUB-Approved Franchise Tax Rate | Franchise Tax Remitted | GST on Franchise Tax | Total Remittance | Cheque Date | Cheque No. |
|------|---------------|-------------------------|----------------------|--|---------------------------------|------------------------|----------------------|------------------|-------------|------------|
| 2024 | 1             | \$ 68,933.57            | \$ 15,854.72         | 23.00%                                     | 23.00%                          | \$ 15,854.72           | \$ 792.74            | \$ 16,647.46     | 28-Feb-24   | EFT        |
| 2024 | 2             | \$ 96,227.57            | \$ 22,132.34         | 23.00%                                     | 23.00%                          | \$ 22,132.34           | \$ 1,106.62          | \$ 23,238.96     | 31-Mar-24   | EFT        |
| 2024 | 3             | \$ 78,368.87            | \$ 18,024.84         | 23.00%                                     | 23.00%                          | \$ 18,024.84           | \$ 901.24            | \$ 18,926.08     | 28-Apr-24   | EFT        |
| 2024 | 4             | \$ 68,361.61            | \$ 15,723.17         | 23.00%                                     | 23.00%                          | \$ 15,723.17           | \$ 786.16            | \$ 16,509.33     | 31-May-24   | EFT        |
| 2024 | 5             | \$ 59,030.17            | \$ 13,576.94         | 23.00%                                     | 23.00%                          | \$ 13,576.94           | \$ 678.85            | \$ 14,255.79     | 30-Jun-24   | EFT        |
| 2024 | 6             | \$ 47,430.04            | \$ 10,908.91         | 23.00%                                     | 23.00%                          | \$ 10,908.91           | \$ 545.45            | \$ 11,454.36     | 31-Jul-24   | EFT        |
| 2024 | 7             | \$ 49,393.26            | \$ 11,360.45         | 23.00%                                     | 23.00%                          | \$ 11,360.45           | \$ 568.02            | \$ 11,928.47     | 31-Aug-24   | EFT        |
| 2024 | 8             | \$ 39,648.91            | \$ 9,119.25          | 23.00%                                     | 23.00%                          | \$ 9,119.25            | \$ 455.96            | \$ 9,575.21      | 29-Sep-24   | EFT        |
| 2024 | 9             | \$ 39,220.70            | \$ 9,020.76          | 23.00%                                     | 23.00%                          | \$ 9,020.76            | \$ 451.04            | \$ 9,471.80      | 31-Oct-24   | EFT        |
| 2024 | 10            | \$ 47,921.74            | \$ 11,022.00         | 23.00%                                     | 23.00%                          | \$ 11,022.00           | \$ 551.10            | \$ 11,573.10     | 30-Nov-24   | EFT        |
| 2024 | 11            | \$ -                    | \$ -                 | #DIV/0!                                    | 23.00%                          | \$ -                   | \$ -                 | \$ -             | 29-Dec-31   | EFT        |
| 2024 | 12            | \$ -                    | \$ -                 | #DIV/0!                                    | 23.00%                          | \$ -                   | \$ -                 | \$ -             | 31-Jan-24   | EFT        |

Additional Information:

If there are any questions or concerns regarding this statement, please contact:      Karmen Ward      (780) 988-5215

Effective May 1, 2024 by AUC Disposition 28848-D01-2024

## ATCO GAS AND PIPELINES LTD. – NORTH RIDER "A" MUNICIPAL FRANCHISE FEE TO ALL RATES AND ANY OTHER RIDERS THERETO

All charges under the Rates, including any charges under other Riders, to Customers situated within the communities listed on this Rider "A" Municipal Franchise Fee are subject to the addition of the percentage shown. The percentage shown is to be applied as an addition to the billings calculated under the Rates including charges as allowed under other Riders in effect.

Method A. - Applied to gross revenues\*.

Method C. - Applied to gross revenues\* and Rider "E".

| <u>Municipalities –<br/>Method A</u> | <u>%</u>     | <u>Effective<br/>Date<br/>yymmdd</u> | <u>Municipalities –<br/>Method A</u> | <u>%</u> | <u>Effective<br/>Date<br/>yymmdd</u> | <u>Municipalities –<br/>Method A</u> | <u>%</u> | <u>Effective<br/>Date<br/>yymmdd</u> |
|--------------------------------------|--------------|--------------------------------------|--------------------------------------|----------|--------------------------------------|--------------------------------------|----------|--------------------------------------|
| Alberta Beach                        | 8.00         | 20/03/01                             | Grande Prairie                       | 25.00    | 06/03/07                             | Riley                                | 10.00    | 16/02/01                             |
| Alix                                 | 12.00        | 19/01/01                             | Grimshaw                             | 30.00    | 12/02/15                             | Seba Beach                           | 20.00    | 10/06/03                             |
| Amisk                                | 9.10         | 00/04/18                             | Hardisty                             | 22.00    | 18/01/01                             | Sexsmith                             | 25.00    | 07/04/24                             |
| <b>Andrew</b>                        | <b>12.00</b> | <b>24/05/01</b>                      | Hines Creek                          | 30.00    | 05/08/02                             | Sherwood Park                        | 22.00    | 10/07/01                             |
| Argentia Beach                       | 0.00         | 10/07/09                             | Hinton ***                           | 12.00    | 23/01/01                             | Silver Beach                         | 20.00    | 05/03/24                             |
| Bashaw                               | 13.00        | 23/01/01                             | Holden                               | 3.50     | 14/01/01                             | Slave Lake                           | 29.50    | 24/01/01                             |
| Beaverlodge                          | 11.50        | 20/01/01                             | Hughenden                            | 10.98    | 00/07/18                             | Spirit River                         | 24.00    | 01/06/18                             |
| Bentley                              | 12.00        | 20/01/01                             | Hythe                                | 12.00    | 18/02/01                             | Spruce Grove                         | 35.00    | 23/01/01                             |
| Berwyn                               | 22.00        | 19/01/07                             | Innisfree                            | 25.00    | 08/09/08                             | St. Albert                           | 20.30    | 19/01/01                             |
| Bittern Lake                         | 7.00         | 18/01/01                             | Irma                                 | 20.00    | 04/10/15                             | Stony Plain                          | 35.00    | 21/02/01                             |
| Blackfalds                           | 35.00        | 10/01/01                             | Itaska                               | 12.00    | 04/09/21                             | Swan Hills                           | 10.00    | 21/01/01                             |
| Bon Accord                           | 23.00        | 22/01/01                             | Jasper Muni                          | 19.10    | 22/01/01                             | Sylvan Lake                          | 32.00    | 23/01/01                             |
| Breton                               | 15.00        | 17/01/01                             | Jasper Ntl Pk                        | 17.10    | 06/09/01                             | Thorsby                              | 35.00    | 23/03/01                             |
| Bruderheim                           | 20.00        | 21/01/01                             | Kitscoty                             | 15.00    | 24/01/01                             | Tofield                              | 10.00    | 04/05/04                             |
| Camrose                              | 27.00        | 20/04/01                             | Lacombe                              | 29.75    | 24/01/01                             | Vegreville                           | 33.00    | 04/10/12                             |
| Caroline                             | 35.00        | 21/01/01                             | Lamont                               | 35.00    | 04/05/10                             | Vermilion                            | 22.00    | 21/01/01                             |
| Chipman                              | 0.00         | 06/05/12                             | Lavoy                                | 16.61    | 09/10/23                             | Veteran                              | 6.00     | 17/01/01                             |
| Clive                                | 17.17        | 23/01/01                             | Legal                                | 25.00    | 22/01/01                             | Viking                               | 21.51    | 04/09/26                             |
| Clyde                                | 11.00        | 24/01/01                             | Lloydminster                         | 26.50    | 24/01/01                             | Wabamun                              | 15.00    | 18/06/01                             |
| Cold Lake                            | 15.50        | 24/01/01                             | Lougheed                             | 15.00    | 12/09/17                             | Warburg                              | 10.00    | 09/01/01                             |
| Consort                              | 22.00        | 04/05/07                             | Mannville                            | 25.00    | 20/01/01                             | Wembley                              | 25.00    | 08/07/01                             |
| Coronation                           | 10.05        | 09/07/14                             | Mayerthorpe                          | 20.20    | 24/01/01                             | Wetaskiwin                           | 33.00    | 21/01/01                             |
| Czar                                 | 11.84        | 00/04/27                             | McLennan                             | 24.00    | 05/05/19                             | Whitcourt ***                        | 33.55    | 24/01/01                             |
| Donnelly                             | 30.00        | 05/09/06                             | Millet                               | 22.00    | 08/01/01                             | <u>Municipalities –<br/>Method C</u> | <u>%</u> | <u>Effective<br/>Date<br/>yymmdd</u> |
| Drayton Valley***                    | 22.00        | 04/10/22                             | Minburn                              | 16.61    | 16/01/01                             |                                      |          |                                      |
| Eckville                             | 20.00        | 16/03/01                             | Mirror                               | 12.60    | 06/07/13                             | Eggleston                            | 5.26     | 05/06/08                             |
| Edgerton                             | 15.00        | 22/01/01                             | Mundare                              | 23.00    | 20/04/01                             |                                      |          |                                      |
| Edmonton                             | 35.00        | 19/01/01                             | Nampa                                | 16.84    | 04/04/22                             |                                      |          |                                      |
| Edson***                             | 22.54        | 23/01/01                             | Onoway                               | 10.50    | 24/01/01                             |                                      |          |                                      |
| Entwistle                            | 17.32        | 10/02/22                             | Oyen                                 | 30.00    | 08/01/17                             |                                      |          |                                      |
| Fairview                             | 19.31        | 23/01/01                             | Peace River                          | 32.00    | 22/01/01                             |                                      |          |                                      |
| Falher                               | 18.00        | 23/01/01                             | Point Alison                         | 15.00    | 07/10/12                             |                                      |          |                                      |
| Fort McMurray                        | 10.00        | 21/03/01                             | Ponoka                               | 31.00    | 24/02/01                             |                                      |          |                                      |
| Fort Saskatchewan                    | 0.00         | 04/09/28                             | Provost                              | 22.00    | 13/01/01                             |                                      |          |                                      |
| Fox Creek                            | 15.00        | 20/01/01                             | Red Deer                             | 35.00    | 17/01/01                             |                                      |          |                                      |
| Gibbons                              | 30.00        | 05/10/01                             | Rimbey                               | 26.00    | 18/01/01                             |                                      |          |                                      |
| Girouxville                          | 26.00        | 19/01/01                             | Rocky Mtn. House                     | 30.00    | 15/01/01                             |                                      |          |                                      |
| Golden Days                          | 25.00        | 04/06/15                             | Rycroft                              | 30.00    | 16/02/10                             |                                      |          |                                      |

\* Gross Revenues are ATCO Gas total charges, less GST.

\*\*\* Includes a \$10,000 maximum annual allowable assessment (Max) on any individual metered account.



**BYLAW NO. 2024-1050  
of the  
TOWN OF TWO HILLS**

**A BYLAW OF THE TOWN OF TWO HILLS, IN THE PROVINCE OF ALBERTA  
NATURAL GAS DISTRIBUTION SYSTEM  
FRANCHISE AGREEMENT**

**NOW THEREFORE** under the authority of the Municipal Government Act, the Council of the Town of Two Hills, in the Province of Alberta, enacts as follows: BYLAW NO. 2024-1050 OF THE TOWN OF TWO HILLS, ALBERTA (the “Municipality”)

A Bylaw of the Municipality to authorize the Mayor and Chief Administrative Officer to enter into an agreement granting AltaGas Utilities Inc. (the “Company”), the right to provide natural gas distribution service within the Municipality.

WHEREAS pursuant to the provisions of the Municipal Government Act S.A. 2000 c. M-26, as amended (the “Act”), the Municipality desires to grant and the Company desires to obtain, an exclusive franchise to provide natural gas distribution service within the Municipality for a period of 5 years subject to the right of renewal as set forth in the said agreement and in the said Act;

WHEREAS the Council of the Municipality and the Company have agreed to enter into a Natural Gas Distribution System Franchise Agreement (the “Agreement”), in the form annexed hereto;

WHEREAS it is deemed that the Agreement would be to the general benefit of the consumers within the Municipality.

**NOW THEREFORE** the Council of the Municipality enacts as follows:

- 1) THAT the Natural Gas Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule “A”, be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Natural Gas Distribution System Franchise Agreement for and on behalf of the Municipality, and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Municipality.
- 2) THAT the Natural Gas Distribution System Franchise Agreement annexed hereto as Schedule “A” is hereby incorporated in, and made part of, this Bylaw.
- 3) THAT the Council consents to the exercise by the Company within the Municipality of any of the powers given to the Company by the Water, Gas and Electric Companies Act, R.S.A. 2000 c. W-4, as amended.



4) THAT this Bylaw shall come into force upon the Natural Gas Distribution System Franchise Agreement being approved by the Alberta Energy and Utilities Board and upon being given third reading and finally passed.

Read a First time in Council assembled this 17 day of December, 2024

Read a Second time in Council assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2025\_\_\_\_

Read a Third time in Council assembled and

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025\_\_\_\_

## **TOWN OF TWO HILLS**

---

Leonard Ewanishan, Mayor

---

Adam Kozakiewicz, Chief Administrative  
Officer

Schedule "A"

**NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

2024

**BETWEEN: Town**

**of Two Hills**

---

**- AND -**

**Apex Utilities Inc.**

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## **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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 45<sup>th</sup> Street  
Leduc, AB T9E 6T6  
Email: [businessdevelopment@apexutilities.ca](mailto: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](mailto: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 (7<sup>th</sup>) 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 (7<sup>th</sup>) 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.

AGENDA ITEM NO.: (9b.)

| TOWN OF TWO HILLS<br>COUNCIL MEETING<br>AGENDA ITEM  |               |          |        |     |  |  |
|--|---------------|----------|--------|-----|--|---|
| Meeting Date: December 17, 2024  | Confidential: | Yes      |        | No  |  |   |
| Topic: Derelict Property Bylaw SubClass  |               |          |        |     |  |   |
| Originated By: Asdam Kozakiewicz   |               |          | Title: | CAO |  |   |
| BACKGROUND:  |               |          |        |     |  |   |
| To add a derelict subclass to residential property tax rates.  |               |          |        |     |  |   |
| DOCUMENTATION ATTACHED:  |               |          |        |     |  |   |
| Bylaw 2024-1049  |               |          |        |     |  |   |
| DISCUSSION:  |               |          |        |     |  |   |
| COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:  |               |          |        |     |  |   |
| RECOMMENDED ACTION(S):   |               |          |        |     |  |   |
| If Council so chooses,<br><br>_____ MOVES that 2024-1049 derelict residential subclass be given Second reading this 17th day of December, 2024.<br>_____ MOVES that 2024-1049 derelict residential subclass be given Third reading this 17th day of December, 2024 |               |          |        |     |  |   |
|  |               |          |        |     |  |   |
| DISTRIBUTION:  |               | Council: |        |     |  |   |



**BYLAW NO. 2024-1049  
of the  
TOWN OF TWO HILLS**

**A BYLAW OF THE TOWN OF TWO HILLS, IN THE PROVINCE OF ALBERTA To  
NOTIFY OF NEW RESIDENTIAL DERELICT RESIDENTIAL SUBCLASS**

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

1. For the purpose of the 2025 tax levy, all assessed property within the Town of Two Hills is hereby divided into one or more of the following assessment classes and sub-classes:
  - a. Residential;
    - i. Derelict Residential Subclass;
  - b. Non-residential;
  - c. Farmland;
  - d. Machinery and Equipment.
2. All assessment classes have the definitions assigned to them within Part 9 of the *Municipal Government Act*, RSA 2000, c M-26, as amended.
3. The Derelict Residential Subclass for the purposes of this Bylaw means a sub-class of property classified as Class 1 – residential, as set out in section 297 of the *Municipal Government Act*, which is a property that contains a fully or partially constructed improvement, designed to have a residential living area, where the improvement shows serious signs of neglect, is dilapidated, falling into significant disrepair, or in uninhabitable, including but not limited to improvements:
  - a. That are deserted or abandoned;
  - b. Which are partially or fully boarded up or secured;
  - c. For which an order indicating an improvement or the property is unfit for habitation has been issued;
  - d. Which were abandoned while in the process of being constructed without construction being complete; or

- e. Which were abandoned while in the process of demolition without demolition being complete.
- 4. Read a First Time in Council assembled this 12 day of November 2024
- 5. Read a Second Time in Council assembled this 17 day of December 2024
- 6. Read a Third Time in Council assembled and passed this 17 day of December 2024

## **TOWN OF TWO HILLS**

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Leonard Ewanishan, Mayor

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Adam Kozakiewicz, Chief Administrative  
Officer



AGENDA ITEM NO.: (9c.)

| TOWN OF TWO HILLS<br>COUNCIL MEETING<br>AGENDA ITEM  |               |     |          |    |  |  |
|--|---------------|-----|----------|----|--|---|
| Meeting Date: December 17, 2024  | Confidential: | Yes |          | No |  |   |
| Topic: Water & Sewer Bylaw   |               |     |          |    |  |   |
| Originated By: Sheila Lupul  |               |     | Title:   |    |  |   |
| BACKGROUND:  |               |     |          |    |  |   |
| To give third and final reading the Bylaw 2024-1048 Water and Sewer Bylaw  |               |     |          |    |  |   |
| DOCUMENTATION ATTACHED:  |               |     |          |    |  |   |
| Bylaw 2024-1048  |               |     |          |    |  |   |
| DISCUSSION:  |               |     |          |    |  |   |
| COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:  |               |     |          |    |  |   |
| RECOMMENDED ACTION(S):   |               |     |          |    |  |   |
| If Council so chooses,<br><br>_____MOVES that Bylaw No. 2024-1048 be given consent for third and final reading.<br><br>_____ MOVES that Bylaw 2024-1048 Water and Sewer Bylaw be given third and final reading this 17th day of December 2024. |               |     |          |    |  |   |
| DISTRIBUTION:  |               |     | Council: |    |  |   |



BYLAW NO. 2024-1048 OF THE  
TOWN OF TWO HILLS

A BYLAW OF THE TOWN OF TWO HILLS, IN THE PROVINCE OF ALBERTA,  
RESPECTING THE SUPPLY OF WATER AND SANITARY SEWER SERVICES  
WITHIN THE TOWN OF TWO HILLS

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**WHEREAS** Municipal Council has determined it is expedient to establish a Water and Sewer Service Bylaw for the Town of Two Hills;

**AND WHEREAS** the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as may be amended from time to time, provides Municipal Council with the authority to provide public Utility Services subject to any terms, costs or charges as may be established by Municipal Council;

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

**PART I - INTERPRETATION**

**Division 1**

1. This Bylaw may be referred to as the "Water and Sewer Services Bylaw".

**Division 2 - Definitions**

**2. Definitions**

- 2.1 "Appurtenance" means any fixture, receptacle, apparatus or other device which is attached to and forms a part of a Service Connection, or the Water System, as applicable.
- 2.2 "Authorized Person" means a Person employed or under contract to the Town for the purposes of inspection and enforcement, and shall include a Bylaw Enforcement Officer.



- 2.3 "Backflow" means the reversal of the direction of flow within a Service Connection.
- 2.4 "Back Siphonage" means a Backflow caused by negative pressure within the Water System.
- 2.5 "Blackwater" means domestic wastewater containing human excrement or matter contaminated with human excrement, discharged from a toilet.
- 2.6 "Bylaw Enforcement Officer" means a Person appointed pursuant to the *Municipal Government Act*.
- 2.7 "Consumer" means any Person whose Premises is connected to the Water System; in whose name an account has been opened with the Town for the purpose of providing a Utility Service under this Bylaw.
- 2.8 "Cross-Connection" means any temporary, permanent or potential connection to a Service Connection or Appurtenance of a Service Connection that may allow Backflow to occur and includes, but is not limited to swivel or changeover devices, removable sections, temperature connections and bypass arrangements.
- 2.9 "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.
- 2.10 "Development Authority" shall have the meaning set out pursuant to the *Municipal Government Act*.
- 2.11 "Dwelling Unit" means a building intended for residential purposes.
- 2.12 "Greywater" means domestic wastewater from a hand basin, bath, shower, kitchen or laundry, excluding Blackwater.
- 2.13 "Infrastructure Maintenance Fee" means a fee collected from Consumers outside Town corporate limits to be used towards the costs involved with repairing, maintaining and operating the waterworks and/or sewer systems.
- 2.14 "Infrastructure Sustainability Fee" means a fee collected from Consumers to be used towards the future replacement of aging and/or new infrastructure.
- 2.15 "Institutional" means the hospital, school, post office, R.C.M.P. station and senior's lodge, etc.
- 2.16 "Inspector" means those Persons approved by the Manager for the purpose

of inspecting or installing Testable Cross-Connection Control Devices.

- 2.17 "Land Use Bylaw" means the Land Use Bylaw of the Town passed pursuant to Part 17 of the *Municipal Government Act*.
- 2.18 "Manager" means that Person appointed to the position of Chief Administrative Officer, or his or her designate.
- 2.19 "Meter" means a device installed on a water Service Connection for the purpose of measuring the volume of water supplied to a Consumer and includes a read-out device and associated wiring.
- 2.20 "Meter Reader" means a Person employed or contracted to the Town for the purpose of gathering the information recorded by a Meter.
- 2.21 "*Municipal Government Act*" means R.S.A. 2000, Chapter.M-26, as may be amended from time to time, and any regulations thereunder.
- 2.22 "Municipal Tag" means a notice issued by the Town pursuant to 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.
- 2.23 "Occupant" means a Person occupying a Premises or Dwelling Unit, including a lessee or licensee, who has actual use, possession or control of the Premises or Dwelling Unit.
- 2.24 "Owner" means the registered owner of real property to which a Utility Service is provided pursuant to this Bylaw and includes a purchaser under an agreement for sale of real property.
- 2.25 "Person" includes any individual, firm, partnership or corporation and the heirs, executors, administrators or other legal representatives of an individual.
- 2.26 "Plumbing Code" means the National Plumbing Code of Canada 1995, adopted and in force in the Province of Alberta pursuant to Alberta Regulation 119/2007, as may be amended from time to time.
- 2.27 "Premises" or "Property" means real property and all buildings, structures and improvements thereon.
- 2.28 "*Provincial Offences Procedure Act*" means R.S.A. 2000 Chapter.P-34, as may be amended from time to time, and any regulations thereunder.
- 2.29 "*Safety Codes Act*" means R.S.A. 2000, Chapter S-1, as may be amended

from time to time, and any regulations thereunder.

- 2.30** "Sanitary Sewer System" means that system of pipes, fittings, fixtures, Appurtenances, treatment plants, pumping stations, feeder mains, portions of Service Connections, and all other equipment and machinery of whatever kind owned by the Town which is required for the collection and disposal of sewage, and which is deemed to be a Public Utility within the meaning of the *Municipal Government Act*.
- 2.31** "Service Connection" means the part of the system or works of a Utility that runs from the Water Main of the Utility to a building or other place on a parcel of land for the purpose of providing Water Service to the parcel and includes parts or works such as the pipes, wires, couplings, meters and other apparatus.
- 2.32** "Service Connection" means that lateral pipe which connects a Consumer's Premises to a Town main line of the Water System or Sanitary Sewer System, as applicable.
- 2.33** "Service Connection Fee" means that fee set out in Schedule "A" to this Bylaw, as may be amended by Resolution of Council from time to time, charged by the Town for the connection of Premises to the Water System or "Sanitary Sewer System", as applicable.
- 2.34** "Stop Valve" means a valve located on the Town owned portion of the water Service Connection, located between the main line and the property line of a road or easement, installed for the purpose of enabling the Town to turn on or shut off the supply of water to a Premises.
- 2.35** "Testable Cross-Connection Control Device" or "Device" means a device capable of being tested and inspected, approved for the prevention of Backflow pursuant to the provisions of this Bylaw.
- 2.36** "Town" means the Corporation of the Town of Two Hills, or the geographical area of the Town, as applicable.
- 2.37** "Utility" means the system or works of a public utility operated by or on behalf of the Town.
- 2.38** "Utility Service" means the supply of water or the disposal of sewage to a Premise by the Town pursuant to this Bylaw.
- 2.39** "Violation Ticket" means a ticket issued pursuant to Part II of the *Provincial Offences Procedure Act*.
- 2.40** "Water Main" means those pipes, wires or other apparatus installed for the delivery of water to which a Service Connection may be connected.

- 2.41 "Water Service" means the Utility provided by the Town to provide water to Property through a Water Main to a Service Connection.
- 2.42 "Water System" means that system of water reservoirs, treatment plants, pumping stations, feeder mains, distribution mains, portions of Service Connections, valves, fittings, hydrants, Meters, Cross-Connection Control Devices and all other equipment and machinery of whatsoever kind owned by the Town, which is required to supply and distribute water to Consumers, and which is deemed to be a Public Utility within the meaning of the *Municipal Government Act*.

## PART II – WATER

### Division 1 – Provision of Water Service

#### 3. Terms of Service and Applications

- 3.1 The Town shall, in accordance with the terms and conditions prescribed in this Bylaw, be responsible for the operation and management of all Water Service facilities and equipment utilized for the distribution of water.
- 3.2 The use and control of the Water Service shall be in accordance with this Bylaw.
- 3.3 The Water Service shall be under the direct control and management of the CAO, subject to the provisions of this Bylaw and applicable policies of the Town.
- 3.4 The Town shall supply Water Service so far as there is sufficient capacity, upon such terms, costs or charges as established by Council to any Owner.
- 3.5 The provisions of this Bylaw shall apply to any property obtaining water from the water supply distribution system, operated by the Town of Two Hills.
- 3.6 No Person shall construct or install any manner of connection, whether on a permanent or temporary basis, to any part of the Water System, without first having obtained permission, in writing, from the Town, in the manner prescribed in this Bylaw.
- 3.7 Each property obtaining water from the water supply distribution system operated by the Town of Two Hills must be equipped with:
- 3.7.1 an operational, interior shut-off valve
  - 3.7.2 a water meter; and
  - 3.7.3 an authorized radio frequency transmitter for remote read; and
  - 3.7.4 a security tag.

- 3.8 Upon receipt of identification, a completed written application, and the payment of the connection fee, as set out in Schedule "A" of this Bylaw, the Town, where the main line is adjacent to the Premises, subject to the application, shall provide water to the parcel, where the application has been submitted by the Owner of the parcel, whether the property is occupied by the Owner or an Occupant.
- 3.9 The provisions of this Bylaw relating to the supply of water to consumers shall form part of every contract, written or implied, between the Town and a consumer for the supply of water.

#### **4. Service Connections**

- 4.1 The Owner shall be made responsible for the installation and construction costs of the Service Connection located on Town property which runs from the Town's water main to the property line of the road or the boundary of an easement granted to the Town for its Water System.
- 4.2 Owners requesting a Utility Service outside the Town corporate limits shall provide the Town with all necessary details and make application as set out in Schedule "C". If the service connection is approved by Town Council, the Owner shall be responsible for all installation and construction costs of the Service Connection located on Town property which runs from the Town's water main to the property line of the road or the boundary of an easement granted to the Town for its Water System. The consumers of the Utility Service shall pay the required charges as set out in Schedule "A" of this Bylaw.
- 4.3 Service Connections located within the property boundaries of a premise are owned by the Owner of the Premises, and the Owner shall be responsible for the construction, maintenance and repair of that portion of the Service Connection.
- 4.4 The Town shall, at all times, remain the Owner of that portion of the Service Connection between the Town's main line and the property line of the road or boundary of an easement granted to the Town for its Water System, notwithstanding that the Town's portion of the Service Connection may have been constructed by, or its construction funded by, an applicant for a subdivision or development approval.
- 4.5 Nothing in this Bylaw shall be interpreted as preventing the Development Authority from imposing as a condition of subdivision or development approval, an obligation upon the applicant for subdivision and development approval to pay for the cost of installation of a portion of the

Water System necessary to service the lands subject to the application, including the main line and those portions of the Service Connection owned by the Town, and

located between the Town's water mains and the property line on the road or easement boundary.

- 4.6 As a condition of receiving water from the Town's Water System, the Owner shall maintain, in a state of good repair, free from leakage or other forms of water loss, with sufficient protection from freezing, to the satisfaction of an Authorized Person, all parts of the Service Connection, through which the supply of water is conveyed from the Town's Water System to water supply outlets or fixtures located within the Premises.
- 4.7 All components of the Service Connection located within the boundaries of a Premises shall be of the same material as those components of the Service Connection within the Town, unless the use of alternative material has been approved by an Authorized Person or is required by the Plumbing Code.
- 4.8 Where the Owner of a Premises fails or refuses to maintain, repair or replace all, or any component of the Service Connection as required by Section 4 an Authorized Person may:
  - 4.8.1 shut off the supply of water to the Premises, on 48 hours prior notice to the Owner and any Occupant, until necessary repairs have been made to stop the loss of water, or otherwise restore the Service Connection to a condition satisfactory to the Authorized Person; and
  - 4.8.2 may prepare an estimate of the volume of water loss and demand payment from the Owner for the estimated amount of water lost as a result of the lack of maintenance and repair.
- 4.9 Payment for the amount of water estimated lost pursuant to subsection 4.8.2, shall become due and payable upon receipt of a demand, in writing from the Town, and may be recovered from the Owner in accordance with the terms of this Bylaw and the *Municipal Government Act*.
- 4.10 Applications for the construction of a Service Connection or the commencement of the supply of water to an existing Service Connection shall be submitted, in writing to the Town in a format approved by the Manager.
- 4.11 Where an obstruction exists between the main line and the outlets within a Premises, the Town shall be responsible for all costs incurred in respect



to any investigation of the cause, and the repair of the obstruction, where the obstruction is determined to be located between the main line and the property line of the Premises. Where the obstruction is located inside boundaries of the Premises, the Owner of the Premises shall be solely responsible for the costs of investigation of the cause and the repairs. No person other than an Authorized Person shall turn off or turn on, or attempt to turn off or turn on, the water supply from the Town's water distribution system to the property. Every person who contravenes this section of this bylaw shall pay the required penalty as set out in Schedule "B" of this Bylaw, which may be amended by resolution of Council from time to time.

## Division 2 – Water Meters

### 5. General Conditions

- 5.1 Unless otherwise approved by Council, all water supplied to a consumer through the Town Water System shall pass through a water meter approved and supplied by the Town.
- 5.2 All water meters supplied to and installed by a consumer shall, at all times, remain the property of the Town, notwithstanding that the consumer may have paid an installation fee or any other charge for the provision or installation of the meter.
- 5.3 The consumer shall pay the cost of installation or removal of a water meter pursuant to this Bylaw, in addition to any charge for water supplied to the Water System or any charge for the provision of the meter by the Town. The cost of installation or renewal shall be that amount set out in Schedule "A".
- 5.4 The property owner shall be responsible for the cost of any additional plumbing requirements beyond the installation or replacement, such as cut- ins, modifications or relocations. Should the Town be able to accommodate these requirements as part of the overall project, the cost shall become due and payable upon receipt of a demand, in writing from the Town, and may be recovered from the Owner in accordance with the terms of this Bylaw and the *Municipal Government Act*.
- 5.5 No Person, other than an Authorized Person shall install, test, remove, repair, replace or disconnect a water meter unless that person has been granted the authority to do so in writing by an Authorized Person.
- 5.6 Water meters shall not be tampered with or interfered with at any time by the Owner or any other Person. Any damage to the said meter shall be paid for by the Owner, on the basis of cost of parts required plus a labour charge



according to the Public Works Rates Policy

- 5.7 For the purpose of protecting, testing or regulating the use of any water meter, an Authorized Person may, after having given reasonable notice to the consumer, enter into the premises, and take any action necessary to protect, test or regulate the use of the meter including setting or altering the position of the water meter.
- 5.8 No person, shall intentionally alter a meter placed on any service pipe or connected with it inside or outside any house, building or other place so as to lessen or alter the amount of water registered by it, unless specifically authorized, in writing, by the Town. Every person who contravenes this section of this bylaw shall pay the required penalty as set out in Schedule "B" of this Bylaw.
- 5.9 Owners must exercise additional precautions to protect the water meter from damage, including but not limited to the installation and activation of heat tape on the water lines and on the meter; and the enclosure of the water lines and the meter with insulated skirting. Supplies and labour costs for replacement of water meters due to broken frost plates and other preventable damage are the responsibility of the Owner.
- 5.10 Premises that are on a 'drip-list' as identified in "Schedule D" shall be credited for 3.78 cubic meters of water per month from their total Utility Bill for the months of December through to and including March, due to it being necessary to leave the water dripping so as to assist in the mainline from freezing.
- 5.11 Where the Owner of a premises fails to adhere to Section 5 an Authorized Person may:
  - 5.11.1 shut off the supply of water to the premises, on 48 hours prior notice to the Owner and any Occupant, until necessary repairs have been made to stop the loss of water, or otherwise restore the water meter to a condition satisfactory to the Authorized Person; and
  - 5.11.2 may prepare an estimate of the volume of water loss and demand payment from the Owner for the estimated amount of water lost as a result of the lack of maintenance and repair.
- 5.12 Payment for the amount of water estimated lost pursuant to subsection 5.11.2, shall become due and payable upon receipt of a demand, in writing from the Town, and may be recovered from the Owner in accordance with the terms of this Bylaw and the *Municipal Government Act*.

## 6. Frozen or Blocked Water Lines



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- 6.1 The Owner of the Property shall be responsible for the costs associated with frozen or blocked water lines, including but not limited to, thawing the line, removing the blockage or repairing the line when the portion of the line frozen or blocked is between the property line and the water meter or when, although the location of the frozen or blocked line is between the Water Main and the property line, in the opinion of the CAO, was caused by the actions or results of the Consumer, Owner or Occupant.

## 7. Private Meters

- 7.1 A consumer may, with the approval of the Town, install at his or her own risk and expense, additional water meters for the purpose of recording the volume of water supplied to dwelling units located on a parcel.
- 7.2 Additional water meters installed pursuant to section 7.1 shall be installed downstream of the water meter supplied and installed by the Town.
- 7.3 Responsibility for maintenance and repair of downstream water meters installed pursuant to section 7.1 shall be the sole responsibility of the Owner.
- 7.4 Information recorded by private water meters shall be for the sole use of the Owner and shall not be used for the purpose of generating utility accounts by the Town.

## 8. Testing and Repair

- 8.1 A Consumer that has reasonable grounds to believe that a meter is not operating correctly, or is damaged or broken, shall immediately notify the Town of the condition of the meter, its location and the estimated length of time that the meter has been inoperable, damaged or broken.
- 8.2 Water meters may be removed by the Town for the purposes of maintenance and testing on a periodic basis. The Town may require that a meter be tested on site, or that the meter be removed from the premises for the purpose of testing.
- 8.3 A consumer may request that the Town test a water meter located on the consumer's premises. If the water meter is found to be measuring correctly within three (3) per cent of the actual amount of flow as determined by the Town, the consumer shall pay the testing fee set out in Schedule "A" of this Bylaw. Where the meter is registering in excess of three (3) per cent accuracy, the consumer shall not be charged for the cost of testing the meter.



- 8.4 A Meter Reader may enter the premises of a consumer on a periodic basis for the purpose of reading the water meter.
- 8.5 Where a Meter Reader is unable to access the premises of a consumer, the Meter Reader may leave a notice at the premises advising of the need to conduct a meter reading, and requesting the consumer notify the Town of the water meter reading within the time period indicated on the notice.
- 8.6 In the event that a consumer refuses to allow a meter to be read or fails to provide a water meter reading as requested by the Town, for a period in excess of two (2) months, the Manager may direct that the water supply to the premises be shut off, after providing forty-eight (48) hours written notice to the consumer.
- 8.7 Where the Town is unable to obtain a water meter reading, or where a water meter fails to properly register the volume of water consumed within a Premises, the amount of water consumed during the time period in which the Town has been unable to obtain a water meter reading or the water meter has failed to properly register, may be estimated by an Authorized Person based on the average daily consumption for the Premises for a period of three (3) months, if known or, in the event that such information is not available, on the basis of the average daily consumption over a three (3) month period, for a comparable residence or business operation within the Town.
- 8.8 No Person shall construct or alter a Service Connection so as to bypass a water meter.
- 8.9 Where a water meter is approved without the authority of the Town, or stolen, the Owner of the Premises in which the meter is located shall be responsible for paying the replacement cost of the meter, including installation. Where costs pursuant to this section are not paid within sixty (60) days of the date on which the Owner is notified of the amount owing, the costs may be added to the tax roll for the Premises and collected in the same manner as municipal property taxes pursuant to the *Municipal Government Act*.
- 8.10 No Person shall interrupt, interfere or tamper with the operation of a water meter, reading device, or seals placed by the Town on water meter components.

### Division 3 – Cross Connections and Backflow Prevention

#### 9. Preventing and Limiting Cross-Connections



- 9.1 No Person shall connect, cause to be connected or permit a Cross-Connection to a Water System, or allow an existing Cross-Connection to remain.
- 9.2 Where an Authorized Person suspects that a Cross-Connection exists in contravention of section 8.1, the Authorized Person may carry out an inspection:
  - 9.2.1 upon reasonable notice to the consumer; or
  - 9.2.2 without notice to the consumer, where the Manager has reasonable grounds to believe, in his sole discretion, that an immediate threat of contamination exists so as to pose a danger to public safety.
- 9.3 Where, as a result of an inspection, it has been determined by an Authorized Person that a Cross-Connection exists, the Authorized Person may issue an Order pursuant to the *Municipal Government Act*, as applicable, to the Owner or any other Person responsible for the Cross-Connection, requiring the Person to whom the Order is issued to remedy the contravention in the manner, and within the time period, set out in the Order.
- 9.4 Where an Order has been issued pursuant to section 8.3, the Order may direct the Owner or any other Person responsible for the Cross-Connection to:
  - 9.4.1 remove the Cross-Connection;
  - 9.4.2 install a Testable Cross-Connection Control Device, approved by the Town; or
  - 9.4.3 take any other action determined by the Authorized Person to be reasonable and prudent in the circumstances.

## 10. Testable Cross-Connection Control Devices

- 10.1 If a consumer is authorized or instructed to install a Testable Cross-Connection Control Device, the Testable Cross-Connection Control Device shall:
  - 10.1.1 be installed in accordance with any instructions provided by the Town, the plumbing code, and the latest edition of the Cross-Connection Control Manual published by the AWWA (Western Canada);
  - 10.1.2 ensure that only those Testable Cross-Connection Control Devices approved by the Town are installed;
  - 10.1.3 that the Testable Cross-Connection Control Device is installed by a qualified Person approved by the Manager; and
  - 10.1.4 be installed at the consumer's expense.



- 10.2 Where a Testable Cross-Connection Control Device has been installed, the Owner of the premises shall ensure that it is inspected on a periodic basis by an inspector approved by the Manager.
- 10.3 The results of the periodic inspection shall:
- 10.3.1 be recorded on a card provided by the Town, attached to the Testable Cross-Connection Control Device; and
  - 10.3.2 reported to the Town on a form approved by the Manager, within fifteen (15) days of the date of testing, containing the results of the tests performed on the Device.
- 10.4 The record card required pursuant to section 9.3.1, shall remain affixed to Testable Cross-Connection Control Device and shall contain the following information:
- 10.4.1 The name and address of the Owner of the Premises;
  - 10.4.2 The location, type, manufacturer, serial number and size of the Device;
  - 10.4.3 The date of testing;
  - 10.4.4 The name of the Inspector testing the Device if self-employed, or the name of the Employer of the Inspector testing the Device;
  - 10.4.5 The signature of the Inspector conducting the test; and
  - 10.4.6 The approval number issued by the Town to the Inspector testing the Device.
- 10.5 Where, as a result of the testing performed pursuant to section 9.2, an Owner has reasonable grounds to believe that the Testable Cross-Connection Control Device is not functioning properly, the Owner shall:
- 10.5.1 immediately advise an Authorized Person of the condition of the Testable Cross-Connection Control Device; and
  - 10.5.2 if directed by the Manager, replace the Testable Cross-Connection Control Device or have the Device repaired, within eleven (11) business days of being instructed to do so by the Manager.
- 10.6 Where, as a result of testing performed pursuant to section 9.2, an Inspector has reasonable grounds to believe that the Testable Cross-Connection Control Device is not functioning, or functioning properly, the Inspector shall immediately advise the Manager of the condition of the Testable Cross-Connection Control Device, regardless of whether the Inspector believes that the Owner has complied with section 9.5.1
- 10.7 The Manager is authorized to:



- 10.7.1 establish the criteria for the approval of the Testable Cross-Connection Control Devices;
- 10.7.2 establish the criteria for the approval of Inspectors for the installation or inspection of Testable Cross-Connection Control Devices and the provision of approval numbers to such Inspectors; and
- 10.7.3 maintain a list of approved Inspectors for the installation and inspection of Testable Cross-Connection Control Devices, to be made available to the public on request.

## 11. New Construction

- 11.1 No Person shall open a stop valve to provide water to the occupants of any newly renovated, constructed or reconstructed premises, until the service connection and plumbing in the premises has been inspected for cross-connections and approved by an Authorized Person.

## Division 4 – Consumer Duties and Responsibilities

## 12. Fire Hydrants and Stop Valves

- 12.1 No Person shall, in any manner, obstruct free access to any hydrant, valve or Stop Valve.
- 12.2 All Persons who own property on which a fire hydrant is located, or property which is adjacent to property on which a fire hydrant is located:
  - 12.2.1 shall maintain a five (5) metre clearance on each side of the fire hydrant on which the ports are located, and a five (5) metre clearance from the side of the hydrant opposite to the road, easement or municipal right-of-way; and
  - 12.2.2 Shall not permit anything to be constructed, erected, placed or planted within the required setbacks provided in subsection 12.2.1 above.
- 12.3 Where an Authorized Person finds a hydrant obstructed contrary to section 12.2, the Authorized Person may direct the Owner or Person responsible for the obstruction, or any or all of them, to remove the obstruction in the manner directed by the Authorized Person.
- 12.4 Where a person fails to remove an obstruction as directed by an Authorized Person, the Authorized Person may have the obstruction removed at the expense of the Owner, or Person responsible for the obstruction, and the Town may recover any expenses or costs incurred in accordance with the provisions of the *Municipal Government Act*, against any or all of them.



- 12.5 Except where authorized by the Manager, no person shall open, operate, alter or remove any Stop Valve, access cover, valve or hydrant or draw water from a fire hydrant.

### 13. General Prohibitions

- 13.1 No person shall damage, destroy, remove or interfere with, in any way, any pipe, connection, valve, water meter, seal or other appurtenance forming a part of the Water System.
- 13.2 No Person shall connect to any part of the Water System or a Service Connection, any device or mechanism which may result in Backflow or Back Siphonage.
- 13.3 No Person shall tamper with, break or remove any seal installed by the Town on any valves, meters or other appurtenance connected to a service connection or the Town Water System, except in the case of an emergency.
- 13.4 Where the supply of water has been shut off pursuant to this Bylaw, no person shall, without the express authorization of an Authorized Person, open a Stop Valve or otherwise restore the supply of water.
- 13.5 No person shall trespass on any Town property that forms a part of the Water System, without the express consent of the Manager.
- 13.6 No Person shall, in any manner, cause or permit the contamination of water or the Water System or commit any act which results in the contamination of water supplied by the Water System.
- 13.7 For the purpose of determining compliance with the provisions of this Bylaw, an Authorized Person may make reasonable inquiries in writing, to any Consumer requiring the provision of information relating to a Service Connection and Appurtenances thereto, located within the Premises owned or occupied by the Consumer.
- 13.8 Where a Consumer receives a written request for information pursuant to section 12.7 above, the Consumer shall, within the timeframe specified in the request, provide the required information to an Authorized Person.
- 13.9 No Person shall:
- 13.9.1 re-sell water supplied by the Town through its Water System except as otherwise authorized by the Town;
  - 13.9.2 supply water obtained from the Water System to any Person who intends to sell the water, except as otherwise authorized by the



Town;

- 13.9.3 use water in a manner that, in the opinion of an Authorized Person, is wasteful;
- 13.9.4 make a connection to, cut or otherwise tamper with, in any way, the Water System, without first having obtained written permission from the Town;
- 13.9.5 obstruct a Town employee or Authorized Person in the performance of his or her duties pursuant to this Bylaw; or
- 13.9.6 supply water from the Water System, by any means, to any Premises, other than in strict concordance with this Bylaw.

13.10 Any Person who contravenes a provision of this Bylaw, in addition to any other action taken by the Town, or penalty imposed, may be declared by the Manager to have forfeited the right to be supplied with water.

## Division 5 – Water Restrictions

14. Where the CAO or designate determines that there is a water shortage, the CAO or designate may declare that water restrictions are in effect, and shall provide notice to the public of such restrictions.

15.0 Where water restrictions have been declared in effect pursuant to this Bylaw, no Person shall:

- 15.1 wash any vehicle;
- 15.2 wash the exterior of any house or other building; or
- 15.3 water any lawn or garden; or
- 15.4 as otherwise determined by the Town,

except in accordance with a watering schedule as adopted by resolution of Council.

16.0 Where water restrictions have been declared in effect pursuant to this Bylaw, no Owner, Occupant or any other Person shall use water in excess of such limits for the duration of the time period in which the water restrictions are in effect.

17.0 The Manager may discontinue the provision of water service to a Consumer, where the Manager has reasonable grounds to believe that the Consumer or the Occupant of a Dwelling Unit or Premises for which a Consumer has an account for Utility Services, has violated the water restrictions in force.

## Division 6 – Shutting off Water Supply

18.0 Where a Person:



- 18.1 has constructed or altered a Service Connection so as to bypass a water Meter;
- 18.2 fails to comply with an Order issued pursuant to section 8.3; or
- 18.3 fails to test, or provide test results for, a Testable Cross-Connection Control Device pursuant to section 9.2 or section 9.3;
- 18.4 fails to replace or repair a Testable Cross-Connection Control Device pursuant to section 9.5.2; or
- 18.5 fails to comply with an Order issued pursuant to section 45, the Manager may, in addition to any other remedy pursuant to this Bylaw, order that the Water Services to a Premises be shut off until such time as the Person has complied with their duties or obligations pursuant to this Bylaw or an Order issued against that Person.

## Division 7 – Discontinuance of Service

- 19.0 A Consumer who wishes to discontinue receiving water from the Town as a result of the Owner's or Occupant's intention to vacate the Premises, shall provide the Town with notice of two (2) business days prior to the date of discontinuance of service.
- 20.0 A Consumer who fails to provide notice pursuant to section 18 above, shall be liable for those charges in relation to the provision of water to the Premises, notwithstanding that the Owner or Occupant no longer occupies the Premises that accrue up to the date that notice is provided by the Consumer pursuant to section 18.
- 21.0 Upon notice of a sale of property, the final utility amount owing will automatically be transferred to the respective tax roll.

## PART III – SEWER SERVICES

### Division 1 – Provision of Service

#### 22.0 Terms of Service

- 22.1 All Premises within the Town shall be required to connect to the Sanitary Sewer System, unless an alternative means of sanitary sewage disposal has been approved by the Manager, in writing.
- 22.2 All work performed on any portion of the Sanitary Sewer System, pursuant to the terms of this Bylaw by a consumer shall be performed in accordance with the required standards set out in the Plumbing Code, and any other applicable Code under the *Safety Codes Act*.





- 22.3 Upon receipt of a completed written application and the payment of the connection fee, as set out in Schedule "A" of this Bylaw, where the main line is adjacent to the premises subject to the application, shall provide Sanitary Sewer Services to the parcel, whether the property is occupied by the Owner or Occupant.
- 22.4 The Owner shall be made responsible for the installation and construction costs of the sewer Service Connection located on Town property which runs from the Town's sewer main line to the property line of the road or boundary of an easement granted to the Town for its Sanitary Sewer System.
- 22.5 Owners requesting a Utility Service outside the Town corporate limits shall provide the Town with all necessary details and make application as set out in Schedule "C", which may be amended by resolution of Council from time to time. If the service connection is approved by Town Council, the Owner shall be responsible for all installation and construction costs of the Service Connection, which may include a manhole connection point, located on Town property which runs from the Town's sewer main to the property line of the road or the boundary of an easement granted to the Town for its Sewer System. The Consumers of the Utility Service shall pay the required charges as set out in Schedule "A" of this Bylaw.
- 22.6 Those portions of the sewer Service Connection located within the boundaries of the premises shall be constructed by the Owner at his or her sole expense, pursuant to the terms of this Bylaw and any specifications provided by the Town. The Owner shall be responsible for the continued maintenance and repair of the sewer Service Connection thereafter.
- 22.7 The Town shall, at all times, remain the Owner of that portion of the Sewer Service Connection between the Town's main line and the property line of the road or boundary of an easement granted to the Town for its Sewer System, notwithstanding that the Town's portion of the Service Connection may have been constructed by, or its construction funded by, an applicant for a subdivision or development approval.
- 22.8 To prevent or reduce flooding, an Owner shall install a suitable gate valve or other mechanical device approved by the Town, for the purpose of preventing Backflow into the Premises.
- 22.9 Owners of existing Dwelling Units and Premises without a suitable gate valve or other mechanical device approved by the Town, for the purpose of preventing Backflow into the premises, shall be responsible for costs of any damages that may have been caused by flooding.



## Division 2 – Use and Protection of Sewer System

### 23.0 Prohibitions

- 23.1 No Person shall dispose of, or permit the disposal of, any chemical, toxic or dangerous substance, or other form of pollutant into the Sanitary Sewer System.
- 23.2 No Person shall connect, or permit the connection of, a weeping tile system to the sanitary sewer, unless approved in writing by the Manager.
- 23.3 No Person shall construct or maintain on their premises, any privy or pit toilet, septic tank, cesspool, or other facility intended or used for the collection or disposal of waste water, human waste or sewage, unless approved in writing by the Manager.
- 23.4 No Person shall dispose of any substance other than black water or grey water into any sewage service connection connected to the Sanitary Sewer System.
- 23.5 Except as authorized by the Manager, no Person shall turn, lift, remove, raise or tamper with the cover of any manhole or other Appurtenance of the Sanitary Sewer System.
- 23.6 No Person shall cut, break, connect to or otherwise interfere with any part of the Sanitary Sewer System, except as authorized by the Manager.
- 23.7 No Person shall interfere with the free discharge of the Sanitary Sewer System, or any part thereof, or do any act or thing which may impede or obstruct the flow of substances within the Sanitary Sewer System.
- 23.8 For the purpose of determining compliance with the provisions of this Bylaw, an Authorized Person may, upon providing reasonable notice to the Owner or Occupant, enter into any Premises for the purpose of conducting an inspection pursuant to the *Municipal Government Act*.
- 23.9 Where an Authorized Person finds that a Person is contravening a provision of Part III of this Bylaw, the Authorized Person may issue an Order pursuant to the *Municipal Government Act*, as applicable directing that the Owner, Occupant, Person responsible for the contravention or any or all of them take the steps necessary to remedy the contravention in a time period set
- 23.10 by the Authorized Person.



## PART V – ADMINISTRATION AND UTILITY CHARGES

### Division 1 – Charges and Fees

- 24.0 All Consumers receiving Utility Services pursuant to the provisions of this Bylaw shall pay the required charges, levies and fees set out in Schedule “A” to this Bylaw.
- 25.0 No account can be transferred to any Occupant or opened in the name of any Person except the Owner.
- 26.0 The Town may prepare and issue invoices for utility charges supplied to Consumers on a monthly basis.
- 27.0 The invoices prepared and issued by the Town pursuant to section 15.4, may include all services for which fees and charges apply, including but not limited to Water Service, Sewer Service and garbage disposal, provided by the Town to the Consumer. If the Town includes the fees and charges for more than one service on a single invoice, the invoice shall provide information on the fees and charges due by the Consumer for each service.
- 28.0 Utility charges issued pursuant to this Bylaw to a Consumer shall be issued for the address of service provided by the Consumer at the time of application for the Utility Service, and shall be deemed to have been received within seven (7) days of the mailing thereof.
- 29.0 The Consumer shall remit the applicable Utility charge issued under section 24 to the Town by the last day of the billing period for the month in which the utility charge was issued.
- 30.0 A Consumer is not relieved from paying the applicable utility charge by reason of non-receipt of an invoice for that utility charge. A Consumer who does not receive a utility charge for an applicable billing period shall contact the Town as soon as that Consumer is aware, or ought to have been aware, that utility charge has become due and payable.
- 31.0 Utility charges which are not paid within the thirty (30) day period set out in section 29, may be subject to a late payment penalty set out in Schedule “A”, which may be amended by resolution of Council from time to time.

### Division 2 – Non-Payment

- 32.0 Utility charges remaining in arrears for thirty (30) days following the invoice due date may be subject to discontinuance of Utility Service. Where the Town discontinues the provision of a Utility Service to a Consumer as a result of the non-



payment of a utility charge, the Consumer shall pay all arrears and as well as the Disconnect Fee and Reconnect Fee pursuant to Schedule "A", before a Utility Service is reinstated.

- 33.0 Notwithstanding section 32 above, a Utility charge owed (90 days in arrears) by the registered Owner of a Premise, may be added to the tax roll for the Premises and recovered in the same manner as any property tax in accordance with the provisions of the *Municipal Government Act*.

#### **Division 4 – Authority of Manager and Authorized Persons**

- 34.0 The Manager is responsible for the administration and enforcement of this Bylaw, and may delegate this authority.
- 35.0 The Manager may establish standards, guidelines, and specifications for the design, construction and maintenance of the Water System and Sanitary Sewer System.
- 36.0 For the purpose of inspection and enforcement under this Bylaw, the Manager and any Authorized Person are Designated Officers of the Municipality.
- 37.0 In the event of an emergency, the Manager or an Authorized Person may enter onto any Premises, without prior notice to any Person, for the purpose of disconnecting the supply of water, the prevention of flooding, or to prevent the release of sewage from the Sanitary Sewer System.
- 38.0 The Manager shall be responsible for establishing the Schedules of Meter reading, and the amending of such Schedules from time to time, as determined to be necessary by the Manager in his or her sole discretion.
- 39.0 Where an Authorized Person finds that a Person is contravening any provision of this Bylaw, in addition to any other remedy provided, the Authorized Person may issue an Order to the Owner or Person responsible for the contravention pursuant to the *Municipal Government Act*, as applicable, directing that the Owner Person responsible for the contravention or any or all of them take the steps necessary to remedy the contravention in a time period set by the Authorized Person.

### **PART VI – OFFENCES AND PENALTIES**

#### **Division 1 – Offences**

- 40.0 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 "B" herein, which may be amended by resolution of Council from time to time.



**41.0** 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 in Schedule "B" herein.

## **Division 2 – Enforcement**

### **42.0 Municipal Tags**

**42.1** 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.

**42.1.1** 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.

**42.1.2** Where personal service cannot be affected 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.

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

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

**42.2.2** The date of issuance;

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

**42.2.4** The appropriate penalty for the offence as specified in "B" of the Bylaw;

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

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

**42.3** Where a Municipal Tag has been issued pursuant to section 41.1, 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.

### **43.0 Violation Tickets**



- 43.1** 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 to Part II of the *Provincial Offences Procedure Act*.
- 43.2** Notwithstanding section 42.1 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.
- 43.3** 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 VII – NOTICES**

- 44.0** 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 VIII – GENERAL PROVISIONS**

- 45.0** The Town shall not be liable for any damages caused by the disruption of any supply of a Utility Service where such disruption is necessary for the purpose of inspection, maintenance or repair of the Utility Service, unless such damages or losses are shown to be directly due to the negligence of the Town or a Town employee.
- 46.0** The Town accepts no financial responsibility or liability for damages incurred to private property while accessing or attempting to access.
- 47.0** Bylaw 2024-1038 is hereby repealed in its entirety.
- 48.0** This Bylaw shall come into full force and effect on third and final reading.

READ a first time this 12th day of November, 2024.

READ a second time this 12th day of November, 2024.



## BYLAW NO. 2024-1048

### SCHEDULE "A"

#### CHARGES, FEES, LEVIES

##### 1. WATER RATES - Effective January 1, 2025

- a) Water Consumption – Residential & Commercial .....\$4.20 per cubic meter
- b) Water Consumption – Institutional ..... \$6.85 per cubic meter
- c) Bulk Water.....\$6.85 per cubic meter
- d) Outside Corporate Town Limits .....\$6.85 per cubic meter

##### 2. SEWER RATES

- a) Residential & Commercial .....\$1.65 per cubic meter
- b) Institutional.....\$2.65 per cubic meter
- c) Outside Corporate Town Limits .....\$2.65 per cubic meter

##### 3. INFRASTRUCTURE SUSTAINABILITY FEE (WATER/SEWER)

- a) Single Family Residential, Duplexes, Four-plexes ..... \$35.00 per month
- b) Eventide Homes per unit..... \$20.00 per month
- c) Multi-Family Residential (per dwelling unit)..... \$15.00 per month
- d) Commercial, Industrial (per unit)..... \$35.00 per month
- e) Inn.....\$105.00 per month
- f) Hotel .....\$105.00 per month
- g) Hospital .....\$205.00 per month
- h) Schools .....\$205.00 per month
- i) Lodge .....\$105.00 per month
- j) Consumers outside Town Corporate Limits..... \$40.00 per month
- k) Municipal Properties.....\$40.00 per month

##### 4. INSTALLATION/REMOVAL OF WATER METERS

- a) Fee for service (2hr max then \$25/hr thereafter) .....\$50.00

##### 5. DISCONNECT/RE-CONNECTION FEE-cc valve

- a) Fee for Each Service ..... \$100.00
- b) Fee for same day service (on & off) with 48hr notice..... \$50.00

##### 6. NEW SERVICE CONNECTION FEE- administration fee

- a) Fee for Service.....\$50.00

##### 7. PENALTIES

- a) Late Penalty.....2.5% compounded monthly

##### 8. ADMINISTRATION FEE

- a) Administration Fee (per account holder and renter) .....\$2.00 per month
- b) Application for Services outside Town Corporate Limits.....\$100.00
- c) Equipment Upgrade Fee.....\$5.00 per month



BYLAW NO. 2024-1048

SCHEDULE "B"

TAGS AND PENALTIES

Penalties for contravention of this By-law:

- (a) For first offences ..... \$250.00
- (b) For second offences ..... \$500.00
- (c) For a third or subsequent offence ..... \$1,000.00







BYLAW NO. 2024-1048  
SCHEDULE "C"

Town of Two Hills  
APPLICATION FOR SERVICES

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In consideration of the Town of Two Hills agreeing at my request, to provide water and/or sewer services, as per Bylaw No. 2024-1038 and any amendments thereto, to property owned by myself, located at:

Lot \_\_\_\_\_, Block \_\_\_\_\_, Plan \_\_\_\_\_  
Legal Description: \_\_\_\_\_

It is agreed and understood that completion of this application requires a detailed plan of this request to be provided to the Town and the Town's approval. There shall not be any changes including additions/deletions to the approved plan. If the Manager has reasonable grounds to believe that the approved plan has been modified, the Manager may discontinue the provision of the services.

I do hereby release and forever discharge the Town of Two Hills, its servants and agents from any claim or charge for damages or injuries which may be experienced by myself, my family, my heirs, executors and assigns as a result of the aforementioned materials and services.

It is further agreed and understood that I shall hold the said Town, its officers and servants harmless from any claim that may be brought against them by third persons on account of the aforesaid services.

It is further agreed and understood that the Town of Two Hills in no way guarantees or warrants the performance of the aforesaid services.

It is further agreed that this agreement shall be in accordance with Bylaw No. 2024-1038 and any amendments thereto.

I (we) further agree to comply with the Town of Two Hills Bylaw No. 2024-1038 and any amendments thereto.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

FOIP disclaimer

Information being collected via this form, will be used for the Town of Two Hills purposes only. It is collected in compliance with section 33 (c) of the Freedom of Information and Protection of Privacy (FOIP) Act.




BYLAW NO. 2024-1048

SCHEDULE "D"

DRIP-LIST

5008 - 51 Street  
5010 - 47 Avenue  
4504 - 52 Street  
4503 - 52 Street  
4505 - 52 Street  
4514 - 52 Street  
5004 - 52 Street  
5005 - 52 Street  
5007 - 52 Street  
4503 - 51 Street  
4704 - 51 Street  
4509 - 51 Street  
5020 - 50 Street  
4710 - 51 Street  
4807 - 47A Street  
5207 - 48 Street  
4713 - 50 Street  
5020 - 47 Avenue  
4613 - 51 Ave  
4810 - 50 Ave  
4812 - 50 Ave  
4613 - 56 Street



|   |  |               |        |    |  |
|---|--|---------------|--------|----|--|
| <p style="text-align: center;"><b>TOWN OF TWO HILLS<br/>COUNCIL MEETING<br/>AGENDA ITEM</b></p> <p style="text-align: right;"></p> |  |               |        |    |  |
| Meeting Date: December 17, 2024   |  | Confidential: | Yes    | No |  |
| Topic: RMRF Law Seminar   |  |               |        |    |  |
| Originated By: Sheila Lupul   |  |               | Title: |    |  |
| BACKGROUND:   |  |               |        |    |  |
| <p>RMRF is hosting their annual Law Seminar February 7, 2025</p>  |  |               |        |    |  |
| DOCUMENTATION ATTACHED:   |  |               |        |    |  |
| <p>Invitation</p>   |  |               |        |    |  |
| DISCUSSION:   |  |               |        |    |  |
| <p></p>   |  |               |        |    |  |
| COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:   |  |               |        |    |  |
| <p></p>   |  |               |        |    |  |
| RECOMMENDED ACTION(S):  |  |               |        |    |  |
| <p>If Council so chooses,</p> <p>_____ MOVES that _____ attend the RMRF Law Seminar February 7, 2024.</p> <p>_____ MOVES that RMRF invitation be considered information.</p>  |  |               |        |    |  |
| <p></p>   |  |               |        |    |  |
| DISTRIBUTION:   |  | Council:      |        |    |  |

40th Annual Central Municipal Law Seminar

**Feb 7th, 2025, 8:00am - 5:00pm MST**

**Wyndham Edmonton Hotel & Conference Centre**

**4440 Gateway Blvd**

**Edmonton, Alberta**


Our **40<sup>th</sup> Annual Central Municipal Law Seminar** will take place in person on Friday, February 7, 2025 in Edmonton.

Sessions at this year's seminar will include topics such as

- Planning & Development
- Homelessness & Encampments
- Workplace Investigations
- Construction Risk Management
- Bill 20: Tax Incentives & Affordable Housing

The day will conclude with a bear pit-style session where you will have the opportunity to ask our panel of lawyers your pressing legal questions.

*Full agenda and event details will be sent to registrants closer to the event.*

| TOWN OF TWO HILLS<br>COUNCIL MEETING<br>AGENDA ITEM   |  |               |  |        |  |  |  |
|---|--|---------------|--|--------|--|---|--|
| Meeting Date: December 17, 2024   |  | Confidential: |  | Yes    |  | No  |  |
| Topic: Brownlee Law Seminar   |  |               |  |        |  |   |  |
| Originated By: Sheila Lupul   |  |               |  | Title: |  |   |  |
| BACKGROUND:   |  |               |  |        |  |   |  |
| Brownlee LLP is hosting their annual Emerging Trends Law Seminar February 13, 2025  |  |               |  |        |  |   |  |
| DOCUMENTATION ATTACHED:   |  |               |  |        |  |   |  |
| Invitation  |  |               |  |        |  |   |  |
| DISCUSSION:   |  |               |  |        |  |   |  |
|   |  |               |  |        |  |   |  |
| COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:   |  |               |  |        |  |   |  |
|   |  |               |  |        |  |   |  |
| RECOMMENDED ACTION(S):  |  |               |  |        |  |   |  |
| <p>If Council so chooses,</p> <p>_____MOVES that _____ attend the Emerging Trends Law Seminar February 13, 2025.</p> <p>_____ MOVES that the Brownlee invitation be considered information.</p> |  |               |  |        |  |   |  |
|   |  |               |  |        |  |   |  |
| DISTRIBUTION:   |  | Council:      |  |        |  |   |  |

# EMERGING TRENDS IN MUNICIPAL LAW

PRESENTED  
BY



BROWNLEE LLP  
*Barristers & Solicitors*

**CALGARY**

February  
6th, 2025

**EDMONTON**

February  
13th, 2025

Hello,

Registration for Emerging Trends 2025 is now live!

Don't miss out on learning about current legal matters that are relevant to municipalities across Alberta. During these sessions, we will cover timely and critical topics, curated exclusively for our elected and administrative municipal clients.

## 2025 Emerging Trends in Municipal Law – Topic List

1. FOIP Act Update: Proposed legislative changes to access to information and privacy obligations for public bodies.
2. 90 New Schools by 2031: Joint use and planning agreement prep and review.
3. Municipal Procurement/Tendering Obligations.
4. Managing Municipal Lands: A strategic approach.
5. The importance of hire letters and termination clauses in your hiring practices

*In addition, the seminar will feature our renowned annual sessions:*

## Featured Seminars

1. Case Law and Legislative Updates.
2. Bear Pit Session

Edmonton Expo Centre, 7515 – 118 Ave, Edmonton, AB  
Thursday February 13, 2025, 7:45 am to 4:30 pm

**Early Bird Pricing | In-Person: \$189 + applicable taxes & fees (\$209 reg.)**

**Hotel:** Sandman Signature Edmonton 10235 – 101 St. NW, Edmonton  
**Block Code: "2502EMERGI"**

TOWN OF TWO HILLS  
COUNCIL MEETING  
AGENDA ITEM



|  |               |          |        |    |  |
|--|---------------|----------|--------|----|--|
| Meeting Date: December 17, 2024  | Confidential: | Yes      |        | No |  |
| Topic: Alberta Crime Prevention Grant  |               |          |        |    |  |
| Originated By: Adam Kozakiewicz  |               |          | Title: |    |  |
| BACKGROUND:  |               |          |        |    |  |
| Copy of the Alberta Crime Prevention Grant   |               |          |        |    |  |
| DOCUMENTATION ATTACHED:  |               |          |        |    |  |
| Invitation   |               |          |        |    |  |
| DISCUSSION:  |               |          |        |    |  |
|  |               |          |        |    |  |
| COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:  |               |          |        |    |  |
|  |               |          |        |    |  |
| RECOMMENDED ACTION(S):   |               |          |        |    |  |
| <p>If Council so chooses,</p> <p>_____ MOVES CAO Kozakiewicz submits Albert Crime Prevention Grant as per previous motion 2024-394 resolved in the Committee of the Whole meeting held on December 12, 2024.</p> |               |          |        |    |  |
|  |               |          |        |    |  |
| DISTRIBUTION:  |               | Council: |        |    |  |

The **Two Hills Youth Centre** could serve as a hub for engaging, empowering, and supporting the young people of the community. It would focus on providing recreational, educational, and social opportunities for youth in a safe, welcoming environment. Here's an expanded vision of what the Two Hills Youth Center could include:

### **Core Features and Facilities**

#### **1. Recreational Areas:**

- Gaming areas with pool tables, ping pong tables, and video gaming stations.
- A multi-purpose gymnasium for sports like basketball, volleyball, and indoor soccer. Located in the School
- Outdoor spaces, such as a skatepark or basketball court

#### **2. Learning and Development Zones - things we would like to develop:**

- Study rooms and a resource library with access to computers and Wi-Fi.
- Spaces for workshops in areas like STEM, arts, and financial literacy.
- A kitchen for cooking classes or communal meals.

#### **3. Arts and Creativity Spaces: things we would like to develop:**

- Rooms for painting, crafting, or other creative hobbies.
- A performance space for drama, music, or open mic nights.
- Audio-visual equipment for film-making or podcasting workshops.

#### **4. Wellness and Support: things we would like to develop:**

- Counseling rooms where youth can access mental health resources.
- Peer support groups or mentorship programs.
- Fitness and yoga classes for physical well-being.

### **Programming Ideas**

#### **1. Daily Drop-In:**

- A casual, supervised space where youth can relax, socialize, and participate in activities.

#### **2. Workshops and Skill-Building:**

- Sessions on resume building, job interview skills, or entrepreneurial projects.
- Personal development workshops on topics like self-esteem, mental health, or leadership.

#### **3. Special Events:**

- Movie nights, game tournaments, talent shows, or themed parties.



- Community events like fundraisers or festivals led by youth.

#### **4. Volunteering and Civic Engagement:**

- Organizing community service initiatives.
- Youth council meetings to involve them in municipal decision-making.

#### **5. Mentorship and Career Guidance:**

- Connecting youth with local professionals for internships or career advice.
- Hosting guest speakers from various industries.

### **Two Hills Youth Prevention and Empowerment Initiative (YPEI)**

**Purpose:** To provide early intervention and prevention programming for at-risk youth aged 12–24 in Two Hills, focusing on reducing social disorder and criminal activity through skills development, community engagement, and support systems.

#### **Goals:**

- Reduce youth involvement in criminal behavior through proactive engagement.
- Enhance protective factors by promoting mental health, education, and employment readiness.
- Build positive relationships with peers, mentors, and the community.

#### **? Direct Crime Prevention Services:**

- Early intervention programs for youth identified as at risk (referrals from schools, police, or community groups).
- Mentorship and peer support groups to address social and emotional challenges.
- Restorative justice initiatives to help youth make amends and avoid formal justice involvement.

#### **? Skill-Building Activities:**

- Workshops on life skills (e.g., conflict resolution, decision-making, and financial literacy).
- Education and employment readiness training, including resume building, mock interviews, and workplace etiquette.

#### **? Engagement in Community and Creativity:**

- Volunteer programs to foster civic responsibility.
- Arts-based projects like mural painting or theater to develop positive outlets for expression.

#### **? Health and Mental Health Support:**

- Access to counseling services and mental health workshops.
- Substance abuse awareness and prevention programming.

We would like to develop the above programs and we have the necessary space

**Alberta Crime Prevention Grant** requirements and program priorities:

- Increased staff salaries to ensure adequate compensation for qualified facilitators and mental health professionals.
- Expanded funding for **mental health counseling** to include both individual and group sessions.
- Added **transportation support** to ensure accessibility for youth in rural or isolated parts of Two Hills.
- Introduced an **emergency fund** for flexibility in addressing unforeseen needs.

## **Two Hills Youth Prevention and Empowerment Initiative (YPEI)**

### **Grant Proposal for the Alberta Crime Prevention Grant**

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#### **Project Summary**

The Two Hills Youth Prevention and Empowerment Initiative (YPEI) seeks to reduce youth involvement in social disorder and criminal activity by addressing risk factors early and fostering protective factors. Targeting at-risk youth aged 12–24, the program will provide direct crime prevention services through mentorship, skill-building workshops, mental health support, and community engagement activities. By leveraging evidence-based practices and creating a safe and supportive environment, YPEI aims to empower youth, strengthen community ties, and promote long-term well-being.

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#### **Community Need**

Two Hills, Alberta, faces unique challenges related to youth engagement and crime prevention. With limited access to structured activities and resources, youth in the community are at higher risk of engaging in anti-social behavior, particularly those aged 12–24. Contributing factors include limited employment opportunities, gaps in mental health services, and a lack of accessible community programs. By addressing these vulnerabilities, YPEI aims to reduce social disorder and provide youth with positive pathways for personal growth and success.

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## Program Description

### Objectives

1. Provide early intervention for at-risk youth to prevent involvement in criminal activity.
2. Build protective factors through education, skill development, and mental health support.
3. Strengthen connections between youth and the community through engagement and mentorship.

### Key Components

#### 1. Direct Crime Prevention Services

- **Mentorship Program:** Pair at-risk youth with trained mentors for regular one-on-one guidance and support.
- **Restorative Justice Initiatives:** Offer alternatives to the justice system, such as community service projects and mediation programs.

#### 2. Skill-Building and Education

- Weekly workshops on life skills, including financial literacy, conflict resolution, and decision-making.
- Career readiness programs, including resume writing, mock interviews, and workplace expectations.
- Academic support services, such as tutoring and homework help.

#### 3. Mental Health and Wellness Support

- Access to professional counseling services for individuals and groups.
- Wellness workshops focused on mindfulness, stress management, and substance abuse prevention.

#### 4. Community Engagement and Creativity

- Volunteer opportunities for youth to participate in community clean-ups, park restoration, and event planning.
- Arts-based projects, such as mural painting, creative writing, and theater workshops.

#### 5. Youth Leadership Development

- Creation of a Youth Advisory Council to involve participants in program planning and decision-making.
  - Leadership training to empower youth to take active roles in their community.
-

Alignment with Grant Priorities

The YPEI aligns with the Alberta Crime Prevention Grant’s focus on secondary crime prevention by:

- Targeting youth at high risk of becoming involved in criminal activity.
- Offering evidence-based early interventions and diversion programs.
- Building protective factors in areas such as education, mental health, life skills, and community engagement.

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Evaluation Plan

To measure the success of the YPEI, the following outcomes will be tracked:

- **Reduction in Criminal Activity:** Monitor police reports and school disciplinary records to identify decreases in youth-related incidents.
- **Increased Engagement:** Track participation in education, employment, and volunteer programs.
- **Improved Mental Health:** Use pre- and post-program surveys to measure improvements in self-reported well-being.
- **Skill Development:** Assess participants’ progress in areas such as financial literacy, conflict resolution, and leadership.

Program evaluations will include regular feedback from participants, mentors, and community partners to ensure continuous improvement.

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Budget

| Budget Item                         | Cost     | Description  |
|-------------------------------------|----------|--|
| Staff Salaries (Youth Workers)      | \$70,000 | Salaries for program coordinators, mentors, and facilitators.                |
| Mental Health Counseling            | \$25,000 | Professional counseling services for youth and group therapy sessions.       |
| Workshop Materials and Supplies     | \$15,000 | Supplies for skill-building workshops, art programs, and community projects. |
| Education and Job Training Programs | \$10,000 | Career readiness workshops, certifications, and guest speaker honorariums.   |
| Facility Rental and Utilities       | \$10,000 | Rental or maintenance costs for hosting the program at a local youth center. |

|   |                  |  |
|---|------------------|--|
| <b>Marketing and Outreach</b>           | <b>\$5,000</b>   | Promotion of the program to at-risk youth and community stakeholders.        |
| <b>Community Engagement Activities</b>  | <b>\$10,000</b>  | Costs for volunteer projects, arts initiatives, and community events.        |
| <b>Program Evaluation and Reporting</b> | <b>\$5,000</b>   | Tools and staff time for tracking outcomes and measuring program success.    |
| <b>Transportation Support</b>           | <b>\$5,000</b>   | Covering travel costs for youth in rural or remote areas to attend programs. |
| <b>Emergency/Contingency Fund</b>       | <b>\$5,000</b>   | For unforeseen program needs or costs (e.g., additional supplies, staffing). |
| <b>Total</b>                            | <b>\$150,000</b> |  |

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### Partnerships and Collaboration

To ensure the success of YPEI, partnerships will be established with:

- **Local Schools:** For identifying at-risk youth and providing space for workshops.
  - **RCMP and Law Enforcement:** For referrals and collaboration on restorative justice initiatives.
  - **Mental Health Professionals:** For counseling services and wellness programming.
  - **Community Organizations and Businesses:** For volunteer opportunities, job training, and sponsorships.
- 

### Conclusion

The Two Hills Youth Prevention and Empowerment Initiative represents a proactive approach to addressing the challenges faced by at-risk youth in our community. By focusing on early intervention, skill development, and community engagement, the program will foster resilience, reduce criminal activity, and create positive opportunities for youth to thrive. With the support of the Alberta Crime Prevention Grant, YPEI will make a lasting impact on the lives of young people and the broader Two Hills community.



LEGISLATIVE ASSEMBLY

ALBERTA

**Honourable Jackie Armstrong-Homeniuk**

Parliamentary Secretary for Settlement Services and Ukrainian Evacuees

MLA - Fort Saskatchewan-Vegreville

December 16, 2024

**Re: Letter of Support for Town of Two Hills Alberta Crime Prevention Grant (ACP) Application**

To the Alberta Crime Prevention Grant Adjudication Committee,

Please accept this letter as my support for the Town of Two Hills ACP grant submission as the MLA for Fort Saskatchewan- Vegreville, I see firsthand the impact that crime and social disorder have on our rural communities. I also recognize the importance and value of investing in secondary crime initiatives, which is why I fully support the Town of Two Hills Youth Prevention and Empowerment Initiative (YPEI).

The YPEI will reduce youth involvement in social disorder and criminal activity by addressing risk factors early and fostering protective factors. Targeting at-risk youth aged 12–24, the program will provide direct crime prevention services through mentorship, skill-building workshops, mental health support, and community engagement activities. By leveraging evidence-based practices and creating a safe and supportive environment, YPEI aims to empower youth, strengthen community ties, and promote long-term well-being. By addressing these vulnerabilities, YPEI will reduce social disorder and provide youth with positive pathways for personal growth and success.

For these reasons, I am pleased to support the Town of Two Hills' ACP application.

Thank you for reviewing this application. I look forward to supporting Two Hills Youth Prevention and Empowerment Center in this initiative.


Sincerely,

A handwritten signature in black ink that reads "Jackie Armstrong-Homeniuk". The signature is written in a cursive, flowing style.

Honourable Jackie Armstrong-Homeniuk,

Parliamentary Secretary for Settlement Services and Ukrainian Evacuees

MLA Fort Saskatchewan- Vegreville

| TOWN OF TWO HILLS<br>COUNCIL MEETING<br>AGENDA ITEM   |  |               |  |        |  |  |  |
|---|--|---------------|--|--------|--|---|--|
| Meeting Date: December 17, 2024   |  | Confidential: |  | Yes    |  | No  |  |
| Topic: Two Hills Flood Study  |  |               |  |        |  |   |  |
| Originated By: Adam Kozakiewicz   |  |               |  | Title: |  |   |  |
| BACKGROUND:   |  |               |  |        |  |   |  |
| <p>Alberta Environment and Protected Areas, Muhammad Durrani contacted CAO Kozakiewicz about a proposed study along the Vermilion River commencing sometime in 2025.</p> <p>Further contact and discussions will ensue in early 2025. Once Administration has more information, it will be brought forth.</p> |  |               |  |        |  |   |  |
| DOCUMENTATION ATTACHED:   |  |               |  |        |  |   |  |
| Copy of the Email   |  |               |  |        |  |   |  |
| DISCUSSION:   |  |               |  |        |  |   |  |
|   |  |               |  |        |  |   |  |
| COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:   |  |               |  |        |  |   |  |
|   |  |               |  |        |  |   |  |
| RECOMMENDED ACTION(S):  |  |               |  |        |  |   |  |
| <p>If Council so chooses,</p> <p>_____ MOVES to accept as information.</p>  |  |               |  |        |  |   |  |
|   |  |               |  |        |  |   |  |
| DISTRIBUTION:   |  | Council:      |  |        |  |   |  |

## Adam Kozakiewicz

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**From:** Muhammad Durrani <muhammad.durrani@gov.ab.ca>  
**Sent:** December 10, 2024 4:41 PM  
**To:** Adam Kozakiewicz  
**Cc:** EPA Flood  
**Subject:** Proposed Two Hills Flood Study  
**Attachments:** Two Hills FS.pdf

Hello Adam,

I hope you are having a great day. My name is Muhammad Durrani, and I am a River Engineer with Alberta Environment and Protected Areas. I want you to be the first to know about our plans for our upcoming flood study near Two Hills and make sure you have opportunities to be involved and provide feedback from the start.

The potential of flooding exists along all naturally occurring water bodies. Local area authorities close to water bodies are interested in knowing flood hazards in their jurisdiction. We want to provide the most up to date information possible to assist communities in keeping residents safe and protecting their properties from floods. The new study is being conducted under the provincial Flood Hazard Identification Program, the goals of which include enhancement of public safety and reduction of future flood damages through the identification of flood hazards. The provincially managed study is being co-funded through the federal Flood Hazard Identification and Mapping program, and there is no cost for Two Hills County.

We are getting ready to post a Requests for Proposal for the new flood study. The main engineering component of work is anticipated to start as early as April 2025 (pending the outcome of our competitive procurement process), but LiDAR data has already been collected in fall 2024.

The Two Hills Flood Study plans to assess and identify flood hazards along 15 km of Vermilion River through Two Hills and County of Two Hills. Currently there is no provincial flood study or mapping for this area. Please refer to the attached figure showing the approximate study area and reach length, which we plan to use in our Request for Proposals.

The main deliverables for the study include new hydraulic modelling and flood mapping, but the study will include the following components:

- Survey & Base Data Collection
- Hydrologic Assessment
- Hydraulic Modelling
- Flood Inundation Mapping
- Flood Hazard Mapping

I will be the Project Manager for the new Two Hills Flood Study and will be happy to answer any technical questions you have moving forward. If you have any items that you would like to discuss soon, please let me know and we can set up an online meeting. If not, we will reach out in late winter or early spring to set up an online meeting with you to discuss the study, confirm contacts, arrange site visits, plan upcoming survey work, and inquire about local information that could be helpful.

Once we have a contract in place, a public study notice will be available online at [www.floodhazard.alberta.ca](http://www.floodhazard.alberta.ca). Until then, you can also visit the site to learn more about our mapping program and all our current and ongoing flood studies.

If you have any comments or wish to discuss this flood study further, please contact me.



Best Regards,

**Muhammad Durrani, M. Eng., P. Eng.**


River Engineer

River Engineering and Technical Services

Watershed Resilience and Predictions

Environment and Protected Areas

Email: [Muhammad.Durrani@gov.ab.ca](mailto:Muhammad.Durrani@gov.ab.ca)

 780-427-0228




Classification: Protected A

# Proposed Two Hills Flood Study Area





| TOWN OF TWO HILLS<br>COUNCIL MEETING<br>AGENDA ITEM  |  |               |  |          |  |  |  |
|--|--|---------------|--|----------|--|---|--|
| Meeting Date: December 17, 2024  |  | Confidential: |  | Yes      |  | No  |  |
| Topic: Meeting with Minister McIver  |  |               |  |          |  |   |  |
| Originated By: Adam Kozakiewicz  |  |               |  | Title:   |  |   |  |
| BACKGROUND:  |  |               |  |          |  |   |  |
| <p>Request to meet with Minister McIver must be submitted for consideration before January 10, 2025.</p>   |  |               |  |          |  |   |  |
| DOCUMENTATION ATTACHED:  |  |               |  |          |  |   |  |
| Copy of the Email  |  |               |  |          |  |   |  |
| DISCUSSION:  |  |               |  |          |  |   |  |
|  |  |               |  |          |  |   |  |
| COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:  |  |               |  |          |  |   |  |
|  |  |               |  |          |  |   |  |
| RECOMMENDED ACTION(S):   |  |               |  |          |  |   |  |
| <p>If Council so chooses,</p> <p>_____ MOVES to direct administration to set up a meeting with Minister McIver at the Spring Municipal Leaders Caucus.</p> |  |               |  |          |  |   |  |
|  |  |               |  |          |  |   |  |
| DISTRIBUTION:  |  |               |  | Council: |  |   |  |

**From:** Lisa Klemp <Lisa.Klemp@gov.ab.ca> **On Behalf Of** MA Engagement Team

**Sent:** December 12, 2024 1:38 PM

**To:**

**Cc:** MA Engagement Team <ma.engagement@gov.ab.ca>

**Subject:** Meeting request with Minister McIver – ABmunis Spring Municipal Leaders Caucus 2025

Dear Chief Administrative Officer:

I am writing to inform you of a potential opportunity for municipal councils to meet with the Honourable Ric McIver, Minister of Municipal Affairs, at the 2025 Spring Municipal Leaders' Caucus (MLC), scheduled to take place at the Westin Edmonton from March 6 – 7, 2024. These meetings will be in person at the Westin Edmonton or the Alberta Legislature, as scheduling permits.

Should your council wish to meet with Minister McIver during the MLC, please submit a request by email with potential topics for discussion on the attached meeting request template to [ma.engagement@gov.ab.ca](mailto:ma.engagement@gov.ab.ca) no later than January 10, 2025.

We generally receive more requests than can be reasonably accommodated over the course of the convention. Requests which meet the following criteria will be given priority for meetings during the convention:

Municipalities that identify up to three discussion topics related to policies or issues directly relevant to the Minister of Municipal Affairs and the department.

- It is highly recommended to provide details on the discussion topics.
- Municipalities located within the Capital Region can be more easily accommodated throughout the year, so priority will be given to requests from municipalities at a distance from Edmonton and to municipalities with whom Minister McIver has not yet had an opportunity to meet.
- Meeting requests received after the deadline will not be considered for the convention.

Meeting times with the Minister are scheduled for approximately 15 minutes. This allows the Minister to engage with as many councils as possible. All municipalities that submit meeting requests will be notified at least two weeks prior to the convention as to the status of their request.

Municipal Affairs will make every effort to find alternative opportunities throughout the remainder of the year for municipalities the Minister is unable to accommodate during the convention.

If you encounter any issues with the meeting request template, please email the Engagement Team for assistance.

Engagement Team  
Municipal Services Division  
Municipal Affairs

Meeting Request:

## Alberta Municipalities Municipal Leaders Caucus Spring 2025

If you have questions, require support and to submit form, please email:

[ma.engagement@gov.ab.ca](mailto:ma.engagement@gov.ab.ca)

### Municipal Information

Municipality Name: \_\_\_\_\_


### Meeting Topics

Please provide additional details about the topic for discussion

| Topic 1 | Topic 2 | Topic 3 |
|---------|---------|---------|
|         |         |         |

### Meeting Participants

- 1 \_\_\_\_\_ Mayor/Reeve
- 2 \_\_\_\_\_ Chief Administrator
- 3 \_\_\_\_\_ Councillor
- 4 \_\_\_\_\_ Councillor
- 5 \_\_\_\_\_ Councillor
- 6 \_\_\_\_\_ Councillor
- 7 \_\_\_\_\_ Councillor
- 8 \_\_\_\_\_ Councillor
- 9 \_\_\_\_\_ Councillor

|  |  |               |        |     |    |
|--|--|---------------|--------|-----|----|
| <p style="text-align: center;">TOWN OF TWO HILLS<br/>COUNCIL MEETING<br/>AGENDA ITEM</p> <p style="text-align: right;"></p> |  |               |        |     |    |
| Meeting Date: December 17, 2024  |  | Confidential: |        | Yes | No |
| Topic: 3 year Operating and 5 year Capital Plan  |  |               |        |     |    |
| Originated By: Adam Kozakiewicz  |  |               | Title: |     |    |
| BACKGROUND:  |  |               |        |     |    |
| 3 year Operating and 5 year Capital Plan   |  |               |        |     |    |
| DOCUMENTATION ATTACHED:  |  |               |        |     |    |
| Copy of Budgets  |  |               |        |     |    |
| DISCUSSION:  |  |               |        |     |    |
|  |  |               |        |     |    |
| COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:  |  |               |        |     |    |
|  |  |               |        |     |    |
| RECOMMENDED ACTION(S):   |  |               |        |     |    |
| If Council so chooses,   |  |               |        |     |    |
| _____ MOVES to adopt the 3 year Operating Budget as presented.   |  |               |        |     |    |
| _____ MOVES to adopt the 5 year Capital Plan as presented.   |  |               |        |     |    |
|  |  |               |        |     |    |
|  |  |               |        |     |    |
| DISTRIBUTION: Council:   |  |               |        |     |    |

| Account     | Name                                     | 24 Budget              | 25 Budget              | 26 Budget              | 27 Budget              |
|-------------|--|------------------------|------------------------|------------------------|------------------------|
|             |  |                        |                        |                        |                        |
| <b>1005</b> | <b>Revenues</b>                          |                        |                        |                        |                        |
|             | Department Totals:                       | \$ 3,401,039.03        | \$ 3,369,585.18        | \$ 3,421,160.91        | \$ 3,474,297.86        |
| <b>1010</b> | <b>General Administration</b>            |                        | \$ -                   |                        |                        |
|             | Department Totals:                       | \$ 82,800.00           | \$ 86,248.00           | \$ 88,424.44           | \$ 90,666.17           |
| <b>1020</b> | <b>Fire Fighting</b>                     |                        | \$ -                   |                        |                        |
|             | Department Totals:                       | \$ 40,722.00           |                        |                        |                        |
| <b>1030</b> | <b>Bylaw Services</b>                    |                        | \$ -                   |                        |                        |
|             | Department Totals:                       | \$ 8,000.00            | \$ 8,240.00            | \$ 8,487.20            | \$ 8,741.82            |
| <b>1040</b> | <b>Roads/Streets/Walks/Lighting</b>      |                        | \$ -                   |                        |                        |
|             | Department Totals:                       | \$ 407,096.00          | \$ 419,308.88          | \$ 431,888.15          | \$ 444,844.79          |
| <b>1050</b> | <b>Water Supply &amp; Distribution</b>   |                        | \$ -                   |                        |                        |
|             | Department Totals:                       | \$ 716,108.12          | \$ 716,288.12          | \$ 716,472.62          | \$ 716,661.76          |
| <b>1060</b> | <b>Sanitary Sewage Service/Treat</b>     |                        | \$ -                   |                        |                        |
|             | Department Totals:                       | \$ 160,000.00          | \$ 164,800.00          | \$ 169,744.00          | \$ 174,836.32          |
| <b>1070</b> | <b>Garbage Collection &amp; Disposal</b> |                        | \$ -                   |                        |                        |
|             | Department Totals:                       | \$ 209,760.00          | \$ 216,052.80          | \$ 222,534.38          | \$ 229,210.42          |
| <b>1071</b> | <b>Family &amp; Community Support</b>    |                        | \$ -                   |                        |                        |
|             | Department Totals:                       | \$ 138,172.42          | \$ 138,172.42          | \$ 138,172.42          | \$ 138,172.42          |
| <b>1076</b> | <b>Municipal Planning &amp; Zoning</b>   |                        | \$ -                   |                        |                        |
|             | Department Totals:                       | \$ 3,000.00            | \$ 4,000.00            | \$ 4,300.00            | \$ 4,600.00            |
| <b>1090</b> | <b>Sub-Division Land &amp; Dev.</b>      |                        | \$ -                   |                        |                        |
|             | Department Totals:                       | \$ -                   | \$ 25,000.00           | \$ 25,000.00           | \$ 25,000.00           |
| <b>1140</b> | <b>Culture Library</b>                   |                        | \$ -                   |                        |                        |
|             | Department Totals:                       | \$ 500.00              |                        |                        |                        |
|             | <b>Total Revenue</b>                     | <b>\$ 5,167,197.57</b> | <b>\$ 5,122,695.40</b> | <b>\$ 5,201,184.12</b> | <b>\$ 5,282,031.55</b> |
|             |  |                        |                        |                        |                        |

| Account     | Name   | 24 Budget      | 25 Budget       | 26 Budget       | 27 Budget       |
|-------------|--|----------------|-----------------|-----------------|-----------------|
| <b>2010</b> | <b>Council &amp; Other Legislative</b>         |                |                 |                 |                 |
|             | Department Totals:                             | \$ 139,606.72  | \$ 181,824.84   | \$ 176,766.94   | \$ 178,466.34   |
| <b>2020</b> | <b>General Administration</b>                  |                |                 |                 |                 |
|             | Department Totals:                             | \$935,469.19   | \$ 970,438.56   | \$ 994,599.52   | \$ 1,019,364.51 |
| <b>2040</b> | <b>Policing</b>                                |                |                 |                 |                 |
|             | Department Totals:                             | \$71,421.00    | \$ 73,563.63    | \$ 75,402.72    | \$ 77,287.79    |
| <b>2050</b> | <b>Fire Fighting</b>                           |                | \$ -            | \$ -            | \$ -            |
|             | Department Totals:                             | \$44,228.00    | \$ 13,982.44    | \$ 14,332.00    | \$ 14,690.30    |
| <b>2055</b> | <b>Disaster Services &amp; Emergency</b>       |                |                 |                 |                 |
|             | Department Totals:                             | \$5,200.00     | \$ 5,200.00     | \$ 5,200.00     | \$ 5,200.00     |
| <b>2070</b> | <b>Bylaw Services</b>                          |                | \$ -            | \$ -            | \$ -            |
|             | Department Totals:                             | \$4,000.00     | \$ 5,515.00     | \$ 4,527.88     | \$ 4,641.07     |
| <b>2080</b> | <b>Roads,Streets,Walks,Lighting</b>            |                |                 |                 |                 |
|             | Department Totals:                             | \$2,084,754.97 | \$ 1,653,130.57 | \$ 1,661,055.08 | \$ 1,701,956.46 |
| <b>2110</b> | <b>Garbage Collection</b>                      |                |                 |                 |                 |
|             | Department Totals:                             | \$156,500.00   | \$ 161,195.00   | \$ 165,224.88   | \$ 169,355.50   |
| <b>2090</b> | <b>Water Supply &amp; Distribution</b>         |                |                 |                 |                 |
|             | Department Totals:                             | \$667,878.83   | \$ 695,914.86   | \$ 713,312.74   | \$ 731,145.55   |
| <b>2100</b> | <b>Sewer Service &amp; Treatment</b>           |                |                 |                 |                 |
|             | Department Totals:                             | \$64,777.22    | \$ 66,755.54    | \$ 68,424.43    | \$ 70,135.04    |
| <b>2120</b> | <b>Family &amp; Community Support Services</b> |                |                 |                 |                 |
|             | Department Totals:                             | \$155,077.92   | \$ 159,730.26   | \$ 163,723.51   | \$ 167,816.60   |
| <b>2130</b> | <b>Cemetary</b>                                |                |                 |                 |                 |
|             | Department Totals:                             | \$50.00        | \$ 51.50        | \$ 52.79        | \$ 54.11        |
| <b>2140</b> | <b>Economic Development</b>                    |                |                 |                 |                 |
|             | Department Totals:                             | \$162,206.38   | \$ 197,368.00   | \$ 117,842.20   | \$ 120,788.26   |
| <b>2145</b> | <b>Community Services</b>                      |                |                 |                 |                 |
|             | Department Totals:                             | \$80,500.00    | \$ 113,860.00   | \$ 114,431.50   | \$ 115,017.29   |
| <b>2148</b> | <b>Municipal Building</b>                      |                |                 |                 |                 |
|             | Department Totals:                             | \$ 25,799.35   | \$ 25,799.35    | \$ 25,799.35    | \$ 25,799.35    |



|             |                       |                       |                        |                        |                        |
|-------------|-----------------------|-----------------------|------------------------|------------------------|------------------------|
| <b>2161</b> | <b>Hall</b>           |                       |                        |                        |                        |
|             | Department Totals:    | \$51,556.61           | \$ 53,103.31           | \$ 54,430.89           | \$ 55,791.66           |
| <b>2162</b> | <b>Arena</b>          |                       |                        |                        |                        |
|             | Department Totals:    | \$96,517.52           | \$ 98,477.02           | \$ 100,158.91          | \$ 101,882.86          |
| <b>2163</b> | <b>Curling Rink</b>   |                       |                        |                        |                        |
|             | Department Totals:    | \$63,887.84           | \$ 65,113.24           | \$ 66,165.04           | \$ 67,243.13           |
| <b>2166</b> | <b>Parks</b>          |                       |                        |                        |                        |
|             | Department Totals:    | \$16,187.37           | \$ 17,022.79           | \$ 17,448.36           | \$ 17,884.57           |
| <b>2200</b> | <b>Library</b>        |                       |                        |                        |                        |
|             | Department Totals:    | \$34,201.93           | \$ 38,521.87           | \$ 38,662.56           | \$ 38,806.76           |
| <b>2210</b> | <b>Requisitions</b>   |                       |                        |                        |                        |
|             | Department Totals:    | \$307,376.72          | \$ 313,818.36          | \$ 321,663.82          | \$ 329,705.42          |
|             | Reserves              |                       | \$ 212,309.26          | \$ 301,959.01          | \$ 268,998.99          |
|             | <b>Total Expenses</b> | <b>\$5,167,197.57</b> | <b>\$ 5,122,695.40</b> | <b>\$ 5,201,184.12</b> | <b>\$ 5,282,031.55</b> |

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|                       |                        |                        |                        |                        |
|-----------------------|------------------------|------------------------|------------------------|------------------------|
| Total Revenue         | \$ 5,167,197.57        | \$ 5,122,695.40        | \$ 5,201,184.12        | \$ 5,282,031.55        |
| <b>Total Expenses</b> | <b>\$ 5,167,197.57</b> | <b>\$ 5,122,695.40</b> | <b>\$ 5,201,184.12</b> | <b>\$ 5,282,031.55</b> |
|                       | -\$ 0.00               | \$ 0.00                | -\$ 0.00               | -\$ 0.00               |

# Capital 5 year Budget

|                        |                          | 2025            | 2026          | 2027          | 2028          | 2029          | 2030          |
|------------------------|--------------------------|-----------------|---------------|---------------|---------------|---------------|---------------|
| <u>Revenue</u>         | LGFF Capital             | \$ 594,293.00   | \$ 596,736.00 | \$ 600,000.00 | \$ 600,000.00 | \$ 600,000.00 | \$ 600,000.00 |
|                        | CCBF                     | \$ 132,000.00   | \$ 132,000.00 | \$ 132,000.00 | \$ 132,000.00 | \$ 132,000.00 | \$ 132,000.00 |
|                        | ACP                      | \$ 75,000.00    |               | \$ 75,000.00  |               | \$ 75,000.00  |               |
|                        | Previous allocations     | \$ 1,043,511.00 |               |               |               |               |               |
|                        | Transfer from operations | \$ -            | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          |
|                        |                          | \$ 1,846,829.00 | \$ 730,762.00 | \$ 809,027.00 | \$ 734,028.00 | \$ 809,029.00 | \$ 734,030.00 |
| <u>Expenses</u>        | Public Works equipment   |                 | \$ 20,000.00  | \$ 20,000.00  | \$ 20,000.00  | \$ 20,000.00  | \$ 20,000.00  |
|                        | Municipal Buildings      | \$ 700,000.00   |               | \$ 100,000.00 |               |               |               |
|                        | Street improvement       | \$ 463,000.00   | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 | \$ 200,000.00 |
|                        | Water Sewer Storm        | \$ 650,000.00   | \$ 500,000.00 | \$ 400,000.00 | \$ 500,000.00 | \$ 500,000.00 | \$ 500,000.00 |
|                        | Sidewalks                | \$ 31,000.00    | \$ 10,762.00  | \$ 89,027.00  | \$ 14,028.00  | \$ 89,029.00  | \$ 14,030.00  |
|                        |                          | \$ 1,844,000.00 | \$ 730,762.00 | \$ 809,027.00 | \$ 734,028.00 | \$ 809,029.00 | \$ 734,030.00 |
| <u>Surplus deficit</u> |                          | \$ 2,829.00     | \$ -          | \$ -          | \$ -          | \$ -          | \$ -          |

TOWN OF TWO HILLS  
COUNCIL MEETING  
AGENDA ITEM



|                                 |               |     |  |    |  |
|---------------------------------|---------------|-----|--|----|--|
| Meeting Date: December 17, 2024 | Confidential: | Yes |  | No |  |
|---------------------------------|---------------|-----|--|----|--|

Topic: Regional Fire Agreement

Originated By: Adam Kozakiewicz

Title:

**BACKGROUND:**

The County would like to review the proposed Regional Fire Service agreement further before presenting it to the Town of Two Hills Council for their review and acceptance. They are expecting it to be presented in January 2025.

As of December 31, 2025, the Town will not have an appointed Fire Chief, so one must be appointed for the interim.

**DOCUMENTATION ATTACHED:**

**DISCUSSION:**

**COMMUNICATION PLAN/COMMUNITY INVOLVEMENT:**

**RECOMMENDED ACTION(S):**

If Council so chooses,

\_\_\_\_\_ MOVES to appoint \_\_\_\_\_ as Fire Chief for the Town of Two Hills.

**DISTRIBUTION:**

**Council:**



**Town of Two Hills Mayor Report**

**Date: \_Dec 11  
2024\_\_\_\_\_**

**Muni Meeting**

**Discussed many issues affecting all municipalities in the Region.**

**Joint Fire Agreement**

**North Saskatchewan Water Alliance**

**All members of councils from all 75 communities were invited to see what the NSWA is about. Sadly, only a handful of people joined. Going forward this group hopes to play a larger role in the use if the North Saskatchewan River System.**

**Extra Notes**

**Nov 22 Sac and Atco meeting**

**Dec 3 Joint Muni meeting county office.**

**Dec 3 Special meeting of Council**



Town of Two Hills Councillor Report

Date: Dec. 11/24

**NLLS**

**Nov. 29/24-** Kehewin has been officially approved as a member of the NLLS.

- The GoLibrary which provides online self-registration for library cards to reduce barriers to access, continues to grow and gain access. Peace Library System has been fully integrated.
- 10 policies reviewed
- Reviewed possible dates for next meetings- February- online, May- in-person, Sept.- online

**THIC - Two Hills Improvement Committee**

N/A

**Two Hills Adult Learning Committee**

**Dec.2/24-** Building Pathways for Learning- A workshop where we were put into groups to rationalize who we are, and to collaborate in finding out different methods of supporting the community. eg- cultural event, tea parties, advertising- different methods, visit different businesses, welcoming baskets

**Sports Activity Council**

**Nov. 22/24-** SAC rep, Ag Society Rep, and Town Council met with ATCO reps online. Explanation of the method used for calculating charges.

**Kutryk Commemorative Committee**

**Dec. 4/24-** Reviewed and passed the Terms of Reference. Chair- Councillor Elaine SoroChan, Vice-Chair- Dianne Saskiw, Member at large- Allan Sayler, School Board Trustee- Jan Rajoo. A member from the community will be approached – Cheryl Hlewka. Resource People- Kathy Kutryk (Family), Bob Ross (EDC), Principal Colin Kupchenko (Two Hills School)

- Further discussion on what type of structure and site- In front of the Historical Society site was recommended. The structure would have to include an educational aspect due to us trying to get grants. A statue also was to be included.
- Further gathering of information was assigned for our next meeting.
- Possible structure name- Two Hills Space Educational Center

**Public Works Shop**

**Nov. 28/24-** Revisited the expenses deemed unnecessary provided to us by Green Hills Construction. A new revised expense form will be calculated and sent to the Town of Two Hills Office.

**Extra Notes**

**Dec. 3/24- Joint Municipalities Meeting-** Discussion about Regional Economic Development Officer Position, Regional Fire Services Agreement, Physician Recruitment & Retention Incentive, Rezoning Bylaw 2410-47, and Colonel Joshua Kutryk Committee



Date: Dec 11  
2024 \_\_\_\_\_

## Eagle Hill Foundation

### Economic Development Committee (EDC)

|        |   |
|--------|---|
| Oct 30 | Looking at going to the Fort McMurray trade show with Lakeland DMO  |
| Nov20  | Labor Force link did a presentation to the group as to what they have to offer for the businesses in the area.  |
|        |   |
|        | REDC Dec 3 Review Myrnam Deliverable #1 with the group with a follow up with myself and vice chair on Dec 6, another to follow on Dec 16 having questions on sources of data collected. |
|        |   |
|        |   |
|        |   |
|        |   |

### HUB - Regional Economic Development

|       |   |
|-------|---|
| Dec 2 | Alberta Hub Strat project with Qatalyst Research Group working group session. |
|       |   |
|       |   |
|       |   |
|       |   |
|       |   |
|       |   |
|       |   |

### Extra Notes

|        |   |
|--------|---|
| Oct 31 | meeting with Adam and Alberta council           |
| Nov 30 | Go East Tourism in Manville.                    |
| Nov 22 | Sac and Atco meeting                            |
| Nov 28 | Green Hills and town building committee meeting |
| Dec 3  | Joint Muni meeting county office.               |
| Dec 4  | REDC with Alberta Council                       |
| Dec 4  | Joshua Kutryk meeting                           |
|        |   |
|        |   |
|        |   |
|        |   |
|        |   |