Two Hills

AGENDA TOWN OF TWO HILLS April 23, 2024 6:00 P.M.

Regular Council Meeting

- 1. CALL TO ORDER
- 2. ADOPTION OF AGENDA
- 3. ADOPTION OF MINUTES
 - a) Regular Meeting April 9, 2024
- 4. DELEGATION
- 5. OPEN FORUM
- 6. ADMINISTRATIVE REPORTS
 - a) Chief Administrative Officer report
- 7. CORRESPONDENCE
 - a) 2024.04.10 Board Meeting Highlights
 - b) 4th Annual Two Hills Health Centre Foundation Charity Golf Classic June 22, 2024
 - c) 45 Ave closed on Saturday April 20, 2024 for the Trade show
- 8. OLD BUSINESS
 - a) 2023 MUTUAL AID FIRE AGREEMENT DRAFT
- 9. BYLAWS & POLICIES
- 10. NEW BUSINESS
 - a) Dental Office New dentist
 - B) Election of Regional Economic Development Committee/Board
- 11. COUNCIL MEMBER REPORTS
- 12. NEXT MEETINGS
 - a) Regular Council Meeting Tuesday May 14, 2024 1:00 p.m.
- 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 April 9, 2024, at 1:00 P.M. in Council Chambers



PRESENT: Mayor L. L. Ewanishan, Deputy Mayor A. Romaniuk, Councillor M.

Tarkowski, Councillor S. Rajoo, Councillor E. Sorochan, C.A.O. A.

Kozakiewicz, C.F.O. S. Lupul, and P/W Supervisor T. Stefiuk

CALL TO ORDER: Mayor L. L. Ewanishan called the Regular Town Council Meeting to

order at 1:00 P.M.

ADOPTION OF AGENDA:

<u>2024-119</u> MOVED by Councillor E. Sorochan to accept the agenda as presented.

CARRIED

ADOPTION OF MEETING MINUTES:

<u>2024-120</u> MOVED by Councillor S. Rajoo to accept the Regular Council Meeting

Minutes of March 26, 2024 as presented.

CARRIED

2024-121 MOVED by Deputy Mayor A. Romaniuk to accept the Special Meeting

Minutes of April 3, 2024 as presented.

CARRIED

2024-122 MOVED by Councillor M. Tarkowski to accept the Committee of the

Whole Meeting Minutes of April 4, 2024 as presented.

CARRIED

ADMINISTRATIVE REPORTS:

Chief Financial Officer Report

The Chief Administrative Officer's report was provided to Council in

advance for their review.

2024-123 MOVED by Councillor E. Sorochan to purchase 90 complete water

meters, not to exceed \$23,000.00, to service the remaining properties

with new cellular transmitters

CARRIED

2024-124 MOVED by Councillor M. Tarkowski that the Chief Administrative

Officer's report be acknowledged as presented and incorporated into

the minutes.

CARRIED



Public Works Report

The Public Works Supervisor's Report was provided to Council in advance for their review.

<u>2024-125</u> MOVED by Deputy Mayor A. Romaniuk that the Public Works Supervisor's report be acknowledged as presented and incorporated into the minutes.

CARRIED

Economic Development Officer Report

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

2024-126 MOVED by Councillor M. Tarkowski to file the request to use the Town of Two Hills logo on cannabis education for information.

CARRIED

2024-127 MOVED by Councillor M. Tarkowski that the Economic Development Officer's report be acknowledged as presented and incorporated into the minutes.

CARRIED

Chief Administrative Officer Report

The Chief Administrative Officer's Report was provided to Council verbally as most of the past two weeks has been with council.

2024-128 MOVED by Councillor S. Rajoo that the Chief Administrative Officer's Report be acknowledged as presented.

CARRIED

CORRESPONDENCE:

<u>2024-129</u> MOVED by Councillor S. Rajoo that the correspondence be acknowledged as presented and filed.

CARRIED



BYLAWS & POLICIES:

2024 Tax Rate Bylaw

Administration proposed adopting the 2024 Tax Rate Bylaw.

2024-130 MOVED by Councillor E. Sorochan to give Bylaw No. 2024-1042 be given a first reading this 9th day of April, 2024.

CARRIED

2024-131 MOVED by Councillor S. Rajoo to give Bylaw 2024-1042 be given a second reading this 9th day of April, 2024.

CARRIED

2024-132 MOVED by Deputy Mayor A. Romaniuk that Bylaw 2024-1042 be given consent for third and final reading.

CARRIED UNANIMOUSLY

2024-133 MOVED by Councillor M. Tarkowski to give Bylaw 2024-1042 third and final reading this 9th day of April, 2024.

CARRIED

Policy 2011-05 Elected Officials Remuneration and Expense

Administration would like Council to consider updating the Elected Officials Remuneration and Expense policy.

<u>2024-134</u> MOVED by Councillor E. Sorochan to amend policy 2011-05 with the changes provided by Administration effective April 1, 2024.

CARRIED

CARRIED

CARRIED

2024-1043 Special Tax for Repair and Maintenance Bylaw

Administration proposed adopting the 2024-1043 Special Tax for Repair and Maintenance.

2024-135 MOVED by Councillor M. Tarkowski to give Bylaw No. 2024-1043 be given a first reading this **9**th day of April, 2024.

2024-136 MOVED by Deputy Mayor A. Romaniuk to give Bylaw 2024-1043 be given a second reading this 9th day of April, 2024.

2024-137 MOVED by Councillor S. Rajoo that Bylaw 2024-1043 be given consent for third and final reading.

CARRIED UNANIMOUSLY

2024-138 MOVED by Councillor E. Sorochan to give Bylaw 2024-1043 third and final reading this **9**th day of April, 2024.

CARRIED

2024-1044 Special Tax for Medical Incentive Bylaw



Administration proposed adopting the 2024 Special Tax for Medical Incentive. <u>2024-139</u> MOVED by Deputy Mayor A. Romaniuk to give Bylaw No. 2024-1044 be given a first reading this 9th day of April, 2024. CARRIED MOVED by Councillor S. Rajoo to give Bylaw 2024-1044 be given a second <u>2024-140</u> reading this 9th day of April, 2024. CARRIED MOVED by Councillor E. Sorochan that Bylaw 2024-1044 be given 2024-141 consent for third and final reading. **CARRIED UNANIMOUSLY** MOVED by Councillor M. Tarkowski to give Bylaw 2024-1044 third 2024-142 and final reading this 9th day of April, 2024. CARRIED 2024-1045 Special Tax for Recreation Bylaw Administration proposed adopting the 2024 Special Tax for Recreation. 2024-143 MOVED by Mayor L. L. Ewanishan to give Bylaw No. 2024-1045 be given a first reading this 9th day of April, 2024. CARRIED MOVED by Councillor E. Sorochan to give Bylaw 2024-1045 be given a 2024-144 second reading this 9th day of April, 2024. CARRIED MOVED by Councillor M. Tarkowski that Bylaw 2024-1045 be given <u>2024-145</u> consent for third and final reading. CARRIED UNANIMOUSLY MOVED by Deputy Mayor A. Romaniuk to give Bylaw 2024-1045 third 2024-146 and final reading this 9th day of April, 2024. CARRIED 2024-1046 Special Tax for Arena Renovations Bylaw Administration proposed adopting the 2024 Special Tax for Arena Renovations Bylaw. 2024-147 MOVED by Councillor S. Rajoo to give Bylaw No. 2024-1046 be given a first reading this 9th day of April, 2024. CARRIED MOVED by Mayor L. L. Ewanishan to give Bylaw 2024-1046 be given a 2024-148 second reading this 9th day of April, 2024. CARRIED <u>2024-149</u> MOVED by Deputy Mayor A. Romaniuk that Bylaw 2024-1046 be given consent for third and final reading. CARRIED UNANIMOUSLY 2024-150 MOVED by Councillor E. Sorochan to give Bylaw 2024-1046 third



and final reading this 9th day of April, 2024.

CARRIED

NEW BUSINESS:

2024 Budget

2024-151 MOVED by Councillor S. Rajoo to adopt the 2024 Operating and Capital Budget as presented.

CARRIED

Grader Repairs

2024-152 MOVED by Councillor M. Tarkowski to rescind motion 2024-098.

CARRIED

2024-153 MOVED by Councillor E. Sorochan to approve a grader repair of \$43,529.38 and a grader repair of \$35,151.40 as per the quotes received.

CARRIED

COUNCILLOR REPORTS:

2024-154 MOVED by Councillor S. Rajoo to accept the councillor reports as presented and filed.

CARRIED

CLOSED SESSION:

2024-155 MOVED by Mayor L. L. Ewanishan to go into closed session at 2:53 PM.

CARRIED

2024-156 MOVED by Mayor L. L. Ewanishan to come out of closed session at 3:48 PM.

CARRIED

NEXT MEETING:

Regular Council Meeting Tuesday April 23, 2024 at 6:00 pm.

ADJOURNMENT:

With all items on the agenda having been addressed Mayor L. L. Ewanishan adjourned the Regular Council Meeting at 3:48 PM.

Leonard I. Ewanishan, Mayor

Adam Kozakiewicz, C.A.O.



April 23rd update



- 1. Rooms booked for AM Conference in Red Deer and our Strat Plan
- 2. Meeting over Town and Village Grants \$764,486.00
- 3. Town of Two Hills and Alberta China Office Teams call
- 4. Meeting with The Hospital
- 5. Audit Prep.
- 6. Several EcDev meetings

April 10, 2024

BOARD MEETING HIGHLIGHTS



Provincial Achievement Tests (PATs)

In response to feedback received from school authorities, Alberta Education has announced that Grade 6 PATs in English Language Arts and math will not be administered in May and June 2024. All grade 6 students are also exempt from the Science 6 PAT this year, as schools are piloting the new curriculum.

Long Service and Retirement Celebration

The Division will host a Long Service and Retirement Celebration for staff in early June.

Summer School

Registration is now open for the Division's Summer School Program being offered from July 2 to 26, 2024. Summer School is a great opportunity for students who want to complete a class before the school year begins or those who need to retake a course or upgrade their marks. Summer School will offer a variety of courses, including Google Productivity Pro, where students will receive a new Chromebook upon completion. For more information, please visit the Division website.

Parent Session

Ariel Haubrich will return on May 2 to facilitate a free session for parents on social media use and mental health in children and youth. The session will be held in the Fine Arts Theatre at St. Paul Regional High School from 6:30 to 8:30 p.m. Registration is not required; however, those who wish to join us for pizza are asked to RSVP. More information is available on the Division website.

Science Fair

The St. Paul and District Steam Society is hosting its second annual Science Fair on Saturday, April 13, 2024. In addition to featuring 32 science fair projects designed by students from St. Paul Education and surrounding divisions, there will also be a variety of educational sessions offered for students and staff. More information is available here.

Ministers Youth Council

The Province is seeking approximately 40 junior and senior high school students from across Alberta between the ages of 14 and 19, representing diverse interests, identities, backgrounds, and perspectives, to join the 2024/25 Minister's Youth Council. Council members will learn about topics related to government and the inner workings of Alberta's education system and have an opportunity to provide their thoughts and ideas on how to strengthen education for all Alberta students. The deadline for submitting student applications is April 30, 2024. For more information, please visit alberta.ca/student-engagement.aspx.

Financial Report

The Division has received its 2024-25 provincial funding profile. Funding rates are primarily unchanged from the current year, but with enrollment decline and adjustments to transportation funding, the Division will receive less provincial support. With decreased funding and increasing costs, early forecasts predict the Division could face a shortfall of approximately \$1,000,000. Administration and trustees will be looking to firm up assumptions in the coming weeks, but it is clear that reductions will be necessary. Like all sectors, education is being hit hard by inflation, and funding is simply not keeping pace.

Political Parties Trustee Elections

The Board is seeking clarification from the provincial government regarding proposed amendments to the Local Authorities Election Act and the Municipal Government Act that could introduce political parties for municipal and school board elections.

For more information, contact: Mr. Peter Barron Superintendent of Schools barrpete@sperd.ca

Learning Together, Growing Together





Re: 4th Annual Two Hills Health Centre Foundation Charity Golf Classic – June 22, 2024

The Two Hills Health Centre Foundation will be hosting a Charity Golf Classic at Two Hills Lions Golf and Country Club to be held on **June 22, 2024**

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

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

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

Registration Fees and Donations can be made by cash, cheque or by e-Transferring THHCFoundation@outlook.com

*If e-Transferring please include your name, address and any specific comments related to your transfer in the message box. Please make cheques payable to Two Hills Health Centre Foundation. Mailing address is noted in the bottom right hand corner of this letter.

To ensure all sponsorships & donations are appropriately recognized, we ask that you contact us and/or forward your sponsorship/donation by May 31, 2024

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

Thanks in advance for your consideration of this matter.

Sincerely,

Committee for the 2024 Charity Golf Classic

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

Email: THHCFoundation@outlook.com

	like to sponsor a hole in the Two Hills Health Centre Foundation Tournament at Two Hills lions Golf and Country Club.
OpportuBusinessOpportu	sorship is \$125.00, the following benefits are included: Unity to have a booth or tent at your sponsored hole and connect with your customed Is name tee or green hole signage at the golf event. Unity to provide a gift, coupon or other logo item to patrons of the golf event. Decognition in press release to local media.
Yes we would	ld like to donate to the Two Hills Health Centre Foundation.
Items/amo	ount donated:
	ld like to golf in the Two Hills Health Centre Charity Golf \$125.00 per person (Includes 18 Holes, Lunch and Dinner).
Contact Name:	**for Sponsors** Please write Business name the way you want it recognized in media
Phone Number:	
Email:	
Signature:	**Golf Carts**
Golfer #1:	After you have fully registered for the tournament, we ask that you please contact the <i>Two</i>
Golfer #2:	Hills Lions Golf & Country Club at 780-657-3451 and book in
Golfer #3:	your cart as soon as possible. If
Golfer #4:	please contact Brittany.



Two Hills & District Agricultural Society

Box 117, Two Hills, AB T0B 4K0 Ph: 780 657 3542 Fax: 780 657 3551

Website: twohillsagsociety.com

April 16, 2024

We are asking if we can get 45 Ave closed on Saturday April 20, 2024 for the Trade show.

Sincerely,

Lorna Tupechka President Two Hills Ag Society

MUTUAL AID FIRE AGREEMENT THIS AGREEMENT MADE THIS

DAY	OF	,	202

BETWEEN: The Town of Two Hills and Village of Myrnam, in the Province of Alberta (hereinafter called the Town and Village).

OF THE FIRST PART AND

The County of Two Hills No. 21 in the Province of Alberta (hereinafter called the County)

OF THE SECOND PART

WHEREAS the Town and Village establishes, maintains and operates fire protection services, has an appointed Fire Chief and owns fire equipment situated within the Town and Village.

AND WHEREAS the parties involved agree to cooperate to improve the overall capability of each party to respond to fires and other emergencies in each respective municipal jurisdiction, within their own corporate boundaries, within the boundaries of the County or to other areas under Mutual Aid Fire Agreements held.

AND WHEREAS the parties agree to continue to cooperate, share costs and responsibilities in light of ever increasing fire costs, fiscal responsibility and limited resources

NOW THEREFORE WITNESSETH that in consideration of the premises, covenants, conditions and stipulations herein contained, the parties hereto agree as follows:

1. THE TOWN AND VILLAGE RESPONSIBILITIES

- 1.1 The Town and Village supply fire protection services within the jurisdictional boundaries of the County of Two Hills.
- 1.2 Each party is in agreeance that for reasons such as mechanical failure or the situation deems additional resources each party will respond to provide additional equipment, apparatus and firefighters.
- 1.3 The County agrees to provide a minimum of one fire truck and equipment (not limited to) being stationed at the Town and the Village rent free. The Town and Village agree to keep the said equipment in a safe and readily accessible location within their boundaries. The Town and Village will

- maintain adequate insurance to cover equipment such as the following but not limited to the AED and bunker gear.
- 1.4 The Town and Village will provide fire fighter personnel to the man the County Fire Trucks and equipment during this agreement 24 hours, 365 days/year.
- 1.5 The Town and Village will immediately report and forward documentation to the County CAO and or County Fire Chief/Fire Protection Coordinator any operational issues with County owned fire apparatus.
- 1.6 The Town and Village volunteer firefighters will complete routine inspections of the County owned fire apparatus— for example, oil and transmission dip stick checks, tire pressure, lights and sirens operation, wash fluid just to mention a few. Any deficiencies that may render the units inoperable must be reported to the CAO or County Fire Chief/Fire Protection Coordinator immediately.
- 1.7 The Town and Village agree to provide at no cost to the County, fix or replace of any County owned fire apparatus, including fire trucks which are lost, missing or deemed inoperable due to misuse or neglect.
- 1.8 The Town and Village will ensure the firefighter's have the appropriate class of driver's license for any vehicle the firefighters are driving, together with appropriate endorsements.
- 1.9 The Town and Village will perform and keep records of in house inspections of equipment such as ladders, SCBA and hoses.
- 1.10 The Town and Village will provide the County CAO; if requested, skills and competency training reports of the firefighters.
- 1.11 The Town and Village will ensure that the firefighters are compliant with Occupational Health and Safety guidelines for firefighting.
- 1.12 The Town and Village must provide 100% WCB coverage for their firefighters on calls within their jurisdictional boundary
- 1.13 The Town and Village will send a representative from each department to Fire Chief Meetings which will be led by either the Count Fire Chief or Fire Protection Coordinator who will then meet with the elected officials.
- 1.14 The Town and Village will provide funds to the County for the following costs on a pro rata basis, calculation will be made on the previous year's call volume.
 - Each respective Town and Village Fire Department firefighter's annual drivers abstracts to be performed every November based on the VFIS renewal insurance roster
 - Each respective Town and Village Fire Department firefighter's annual VFIS renewals based on the roster at renewal time
 - Each respective Town and Village Fire Department firefighter's who attend required provincial or local firemen's

- associations including registration and overnight accommodation's as required.
- Each respective Town and Village Fire Department firefighter's who attend external out of house training including tuition and accommodation.
- 1.15 The Town and Village will not invoice the County of Two Hills for equipment used on medical aid assistance calls, or ambulance assistance calls within the County's jurisdictional boundary. The firefighters that respond will be invoiced out at \$20/hour.
- 1.16 The Town and Village will provide within 21 business days after the incident the call response sheet with complete invoicing details (name, phone number, address, insurance policy if applicable) accompanied by the invoice.
- 1.17 The Town and Village will reimburse the County for any County owned apparatus on a call in their respective boundaries at the current Alberta Transportation rates. The County will provide invoices.
- 1.18 The Town and Village will maintain general liability insurance in an amount not less than (\$5 million) per occurrence for personal injury and/or property damage. Proof may be required. County liability coverage will not extend to other parties.
- 1.19 That the Town and Village agree that in the event of multiple or simultaneously received incidents, that the priority of the response of the County, Village and Town Fire Departments will be under the discretion of the Fire Chiefs who are affected. Under no circumstances will an incident or fire call in the County, Town of Village be unattended. Mutual aid agreements with neighboring municipalities are in place should additional help be required.
- 1.20 That the Town and Village agree that if additional fire resources are required at an incident, the Fire Chief and/or designated affected can call on other departments for additional equipment. The Incident Commander must be mindful that other incidents may occur requiring response units to maintain fire protection in the region.
- 1.21 That the Town and Village agree that Pursuant to the *Safety Codes Act*, any fire that requires investigation must be reported to the CAO for reporting to a Safety Codes Officer in the fire discipline.
- 1.22 That the Town and Village will advise to the County Fire Chief or County Fire Protection Coordinator what equipment is needed each September.
- 1.23 That the Town and Village will each pay \$2500.00 towards the Fire Chief or Fire Protection Coordinator position annually. If this position is vacant for any period of time, the cost will be calculated pro rata.

2. THE COUNTIES RESPONSIBILITIES

- 2.1 The County will provide a minimum of one fire truck and one water truck for the Town and Village.
- 2.2 The County will be responsible for 100% of the cost of insurance, mechanical and equipment repairs to County owned vehicles. The County will pay 100% of the fuel to run the said equipment. The County will pay 100% registration costs for the County owned vehicles.
- 2.3 The County will pay 100% of the IAM RESPONDING fees.
- 2.4 The County will manage the VFIS insurance program and once a year invoice the Town and Village for their prorate share of the cost of their roster at renewal time.
- 2.5 The County will cover 100% of the WCB premiums on all firefighters responding to a County jurisdictional incidents/fires only.
- 2.6 The County will provide additional equipment on a need only basis such as SCBA equipment and Jaws of Life.
- 2.7 The County will supply one mobile radio to each mobile unit with the County radio frequency.
- 2.8 The County will reimburse the Town and Village firefighters training hours at \$10/hour. The County will reimburse the Town and Village for fire fighter response at \$20/hour and all equipment at the current Alberta Transportation rates.
- 2.9 The County will provide the Town and Village Fire Chiefs with a \$75/month phone allowance.
- 2.10 The County will not provide compensation for loss of wages from any fire/incident the fire fighters attend.
- 2.11 The County will maintain general liability insurance in an amount of no less than \$5,000,000 per occurrence for personal inquiry and/or property damage.
- 2.12 That the County will provide certified mechanics to complete CVIP inspections, oil changes or any non-routine repairs.
- 2.13 The County will once a year if necessary complete a Request for Quote for 4 sets (2 sets per Town and Village) of bunker gear to the required specifications as per the Fire Chiefs.
- 2.14 The County of Two Hills will purchase equipment on a need only basis considering fiscal responsibility and budgeting. The final decision will be made by the CAO. The letter as submitted by the Town and Village will be considered in this decision.
- 2.15 The County will invoice the Town and Village at the current Alberta Transportation rates any fire apparatus that is owned by the County that responds to a call in their respective jurisdictional boundaries. If County owned fire apparatus and fire fighters respond to the Town or Village the

- County will invoice the respective Town or Village the equipment at current Alberta Transportation rates and firefighters at \$20/hour.
- 2.16 Any County owned equipment that responds to a medical aid or ambulance assist call within the Town or Village jurisdictional boundaries will not be invoiced.

3. TERMINATION

In any event either party to this agreement fails to satisfactorily carry out its obligations hereunder, the other party or parties may terminate this agreement by serving notice in writing to the offending party or parties at least ninety (90) days in advance of the date of termination. Upon such termination, no further obligations or duties shall exist under the terms hereafter the said termination date.

4.0 GENERAL

- 4.1 This Agreement may be altered, amended, varied or added to at any time by mutual agreement of the parties hereto.
- 4.2 This Agreement shall ensure to the benefit of the parties hereto their successors and assignees.
- 4.3 Each Fire Chief, within their department's jurisdiction, will provide the administration, investigation and supervision of fire responses within the County and Mutual Aid jurisdictions. Should a fire require additional investigative services, the scene commander will contact the corresponding provincial investigative department or Police.
- This Agreement shall be subject to the County of Two Hills Fire Bylaw No. 2-2001 and its amendments.
- 4.5 The Code of Conduct must be executed by all departments.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals as attested by the proper officers in that behalf the day and year first written above.

	, ,	
County of Two Hills No. 21		
Reeve	CAO	

Town of Two Hills		
Mayor	CAO	
		
Village of Myrnam		
Mayor	CAO	

Mutual Aid Fire Agreement Notes from Mayor Ewanishan

Definition of 1.3: How does this work when equipment fails? Old agreement page five #2 states it's a county responsibility

- 1.6 states operational issues are to be reported immediately yet 1.7 states that routine inspections to be carried out and non-invasive repairs be done by fire fighters. Then report deficiencies to CAO or designate immediately. (County has mechanics tat should carry out regular checks)
- 1.8 states that Town or Village pays for cost to fix or replace equipment. Who deems the equipment was inoperable due to misuse or neglect.
- 1.14 providing coverage (WCB) for calls outside jurisdiction boundaries should belong to the county
- 1.18 define "pro bono basis" what does this statement mean
- 1.20 This is new; can someone tell me these costs amount to
- 1.21 This is also new, please explain the cost pf the VFIS insurance coverage
- 1.22 why is this required (not in old agreement)
- 1.26 why must a business case be done every January when the county through the maintenance department knows what is needed (adding red tape)
- 2 Counties responsibilities
- 2.2-2.4 states 60% of cost while 1.2 and 1.21 state 80% of costs (Town to cover 20%)
- 2.5 states county will cover 100% of WCB premiums to the calls in the county jurisdiction while 1.14 states otherwise
- 2.10 reimbursement seems low to today's standards for workers in Alberta
- 2.14 County will carry general liability insurance and asking the Town and Village to do the same, in 1.21 why the duplication?
- 2.8 equipment (additional) on a needed basis while 2.16 states once a year for bunker gear then 2.17 equipment will be purchased on a need only basis with a business case
- \$500 annual fee for rapid response truck is missing in the new agreement

THIS AGREEMENT made in duplicate this 4 day of Soptember , A.D., 2018

TOWN OF TWO HILLS PREMISES

BETWEEN:

The Town of Two Hills of Two Hills in the Province of Alberta

(herein called the "Landlord")

- and -

Ali Arsalan Professional Dental Corporation
Of Grande Prairie in the Province of Alberta

(herein called the "Tenant")

- The Landlord leases to the Tenant the following and on the following terms:
 - a) The north portion of the Town owned building located in the Town of Two Hills (Legal Plan 709EO Block 1, Lot PT. 7 & All 8) Office, 4712 – 50 Street. (Leased premises occupied by the Tenant is approximately 1,967 square feet) (the "Leased Premises").
 - b) The term of this Lease shall be ten (10) years and four (4) months effective from the end of renovations of the building by the Town of Two Hills; to be determined but tentatively starting December 2018 or January 2019.
 - c) The Tenant shall Lease the Premises from the Landlord at the rates as outlined in Schedule A. The rate of the Lease is to be competitive with the local lease/rental market but at minimum to recover the Towns renovations costs over the term of the Lease. The rate is on an increasing fashion as opposed to a decreasing fashion (the "Rent").
- All utilities (electrical, gas, municipal utilities, telephone, internet, etc.) to be paid by the Tenant (the "Utilities").
- 3. The undersigned Tenant signatories collectively represent and warrant as follows:
 - a) The Tenant will utilize the leased premises for the provision of dental services to their clientele.
 - b) The authorized officer of the Tenant is: Dr. Ali Arsalan
- 4. The first four months of the Term shall be rent free, provided that the Tenant shall pay the Utilities for the Leased Premises. Upon expiration of the four month rent free period the Tenant shall pay Rent as described in Schedule A, payable on the first day of the month on a monthly basis for the balance of the Term to the Landlord at:

Town of Two Hills Administration Office Attention: Administrator P. O. Box 630 4712 – 50 Street, Two Hills, AB TOB 4K0

- 5. The Tenant agrees that the use of Leased Premises by the Tenant and its invitees shall be at the sole risk of the Tenant or invitees and the Tenant does hereby indemnify and save harmless the Landlord, its servants, agents, and all persons for whom, the Landlord is responsible at law from and against any claim, action suit or proceeding whatsoever, whether based on the condition or use of the Leased Premises or the Building or the condition or use of any furnishings, equipment or thing whatsoever in the Lease Premises or the Building or the appurtenant grounds or land, or otherwise howsoever.
- 6. The Tenant shall carry on and conduct its operations from the Leased Premises in such a manner as to comply with any and all statutes, by-laws, rules and regulations of any governmental or competent authority for the time being in force and shall not do anything upon the Leased Premises in contravention thereof.
- 7. The Tenant shall not do or permit to be done or omitted anything which could damage the Leased Premises, the Building or adjacent grounds or injure or impede any other operations in the Building or any other Tenants or occupants in the building or which shall or could result in any nuisance in or about the Leased Premises or the Building, whither to the Landlord, any occupant of the Building or any other party, the whole as determined by the Landlord. The Landlord in it discretion may make reasonable rules and regulations applicable to the use of the Leased Premises and the Tenant's operations thereon and the Tenant shall at all times abide by and comply with the same and shall ensure compliance by all invitees.
- 8. Without restricting any other provisions of the Lease or right of the Landlord therein, the Tenant agrees at all times during the currency of its tenancy and in its use and occupation of the Leased Premises:
 - to prevent any persons to whom the Tenant allows admission to all or any of the Leased Premises or areas referred to in (a) above from damaging, messing or rendering unclean or untidy any of the said areas and any items therein contained;
 - to save harmless and indemnify the Landlord in respect of any cost or damage directly or indirectly arising wholly or partly out of any act or omission of the Tenant or any of its invitees and to promptly repair the same upon directions from the Landlord;
 - to prevent any person whom the Tenant allows or gives access to all or any of the Leased Premises from smoking therein;
 - d) that all vehicles parked adjacent to the Building or on the grounds will be at the sole risk of the Tenant or the owners or drivers of such vehicles, regardless of how damaged or regardless if stolen and any security required with respect to the vehicles shall be supplied by the Tenant;

- e) that any equipment, material or other item brought into the Building or onto the grounds will be at the sole risk of the Tenant regardless of how damaged or lost and the Landlord, its servants, agents, employees and others for whom the Landlord is responsible in law, shall not be liable for any pilferage, theft or vandalism of or against such items. The Tenant shall inform any persons bring equipment or other possessions into the Building leased area that such items are nor their sole risk and the Landlord is not liable therefore;
- f) to obtain permission with respect to the equipment to be brought on to the Building or grounds, before bringing them in to ensure that there is nothing flammable or dangerous brought in;
- g) to obtain access to the Leased Premises only via the entrances designed by the Landlord;
- to conform to all fire and other regulations and to ascertain the methods of entry and exit with respect to the Building and to conform to all by-laws or laws which may be applicable;
- to leave the Leased Premises and any access or washroom areas in a clean and tidy condition, including all furnishings and equipment in the said spaces and areas.
- 9. The Tenant shall act within and treat the Leased Premises, the Building all contents thereof and appurtenances thereto including the Lands, as a responsible owner and will ensure that the same standard is maintained by all invitees. The Tenant and all invitees shall be subject at all times to the reasonable direction of the Landlord, to the extent that such directions are not incompatible with this Lease. Without restricting the generality of the foregoing, it is understood that the Landlord or his designate has overall authority for the operation of the Building.
- 10. The Tenant shall obtain and prior to taking possession of the Leased Premises provide the Landlord with proof of at least One Million (\$1,000,000.00) Dollars comprehensive general liability insurance applying to all operations of the Tenant and against claims for bodily injury, including death, and property damages and loss arising out of the use or occupation of the Leased Premises or the Tenant's operations thereon, which insurance shall include the Landlord as an additional insured and indemnify and protect both the Landlord and the Tenant.
- 11. That unless the Tenant finds a suitable tenant to take over the lease until the end of the term, the Tenant may terminate this Lease for any reason upon ninety (90) days notice in writing to the Landlord with the remaining lease payments for the term to be paid out in full by the end of the sixty (60) days after the notice is given, to cover the cost of renovations and interest incurred by the Landlord, and the Landlord will not have claim for damages or compensation in the event of such termination and payment.
- 12. The Tenant may not alter or renovate the Leased Premises without the prior written approval of the Landlord. Any costs for renovations after the Town's initial renovations to accommodate a dental space shall be the responsibility of the Tenant.

- 13. The Lease is not transferable by the Tenant without the prior written approval of the Landlord.
- 14. The Landlord may enter the Leased Premises at all reasonable times for the purposes of inspection and at any time in the event of an emergency.
- 15. If and whenever the Tenant shall be in default in payment of any money, whether hereby expressly reserved or deemed as rent or any balance owing, or any part thereof, and such default shall continue for ten (10) days following any specific due date on which the Lessee is to make such payment or, in the absence of such specific due date, for ten (10) days following written notice by the Landlord requiring the Tenant to pay the same, at the option of the Landlord and in addition to any other rights or remedies the Landlord may immediately re-enter upon the Leased Premises and may expel the Tenant thereof and remove all property from the Leased Premises and such property may be removed and sold or disposed of by the Landlord in such a manner as it deems advisable. including by private sale.

the "Tenant"

Dr. Ali Arsalan Professional Dentist Corporation Address:

Per:

the "Landlord"

THE TOWN OF TWO HIL

Per:

Per:

ministrative Officer

SCHEDULE "A"

	Lease Monthly
Year I Year 2	\$2,200.00
Year 3 Year 4	\$2,400.00 \$2,600.00
Year 5	\$2,800.00 \$3,000.00
Year 6 Year 7	\$3,000.00 \$3,000.00
Year 8 Year 9	\$3,200.00 \$3,400.00
Year 10	\$3,600.00 \$350,400.00

CONSENT TO CHANGE IN CONTROL OF TENANT AGREEMENT

This Agreement dated this 12 day of 5000., 2019.

BETWEEN:

MIR DAWOOD PROFESSIONAL DENTAL CORPORATION ("Dawood PC")

-and-

ALI ARSALAN (the "Vendor")

-and-

ALI ARSALAN PROFESSIONAL DENTAL CORPORATION (the "Tenant")

-and-

THE TOWN OF TWO HILLS (the "Landlord")

WHEREAS:

- A. The Vendor owns all of the issued shares (the "Shares") in the Tenant, the Tenant operates a dental practice (the "Practice") at Unit C, 4716 50 Street, Two Hills, Alberta, T0B 4K0 (the "Premises") and the Tenant occupies the Premises pursuant to a premises lease dated September 4, 2018 (the "Lease") made between the Tenant, as tenant, and the Landlord, as landlord;
- B. Dawood PC is purchasing the Shares from the Vendor and wants the Tenant to continue to practice dentistry at the Premises by having the landlord consent to the sale of the Shares and the change in control of the Tenant as described in this document and effective as of June 30, 2019 (the "Effective Date");

NOW THEREFORE:

- 1. The Vendor covenants with Dawood PC and represents and warrants to Dawood PC that:
 - a) The Vendor has the consent of the Landlord to the sale of the Shares and to the change in control of the Tenant;
 - b) The covenants, provisos and conditions of the Lease have on the part of the Tenant been duly observed and performed up to the Effective Date;

and the Vendor hereby indemnifies the Purchaser from all liability, actions, suits (including legal costs), costs, losses, damages and expenses in respect of the Lease before the Effective Date.

2. Dawood PC covenants with the Vendor and the Landlord that as and from the Effective Date the Tenant shall throughout the term of the Lease (and all renewals or extensions thereof) observe and perform all terms and conditions of the Lease and hereby indemnifies the Vendor from all liability, actions, suits (including legal costs), costs, losses, damages and expenses in respect of the Lease after the Effective Date.

The Landlord:

- (a) represents and warrants that the covenants, provisos and conditions of the Lease have on the part of the Tenant been duly observed and performed up to the Effective Date;
- (b) consents to the sale of the Shares as described herein and consents to the change in control of the Tenant;
- (c) represents and warrants that all rents, operating costs and fees, covenants and conditions on the part of the Tenant up to the Effective Date have been paid and observed, respectively;
- (d) represents and warrants that all of the Tenant's currently existing signage has been approved by the Landlord; and
- (e) represents and warrants that the Lease remains in full force and effect, un-amended, and that there are no amendments that supersede or amend the terms of the Lease.

- 4. Each party will, at the request of any other party, execute and deliver such further agreements, deeds, instruments and documents and do such further acts and things as the other party may reasonably request in order to evidence, carry out and give full force and effect to the terms, conditions, intent and meaning of this Agreement.
- 5. The recitals to this Agreement are incorporated into and form a part of this Agreement.
- 6. This Agreement may be executed in any number of counterparts and delivered via facsimile, or via email in portable document format, and each such counterpart so executed and delivered shall be deemed to be an original, and all such counterparts, taken together, shall be deemed to constitute one and the same instrument.
- 7. If any term, condition or provision of this Agreement shall be determined to be invalid or unenforceable it shall be deemed to be severable from the remainder of this Agreement which shall continue in full force and effect.
- 8. This Agreement shall be governed and interpreted in accordance with the laws of the Province of Alberta.
- 9. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

REMAINDER OF THIS PAGE HAS BEEN PURPOSELY LEFT BLANK. SIGNATURES ON NEXT PAGE.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

MIR DAWOOD PROFESSIONAL DENTAL

The Vendor:

The Tenant:

ALI ARSALAN PROFESSIONAL DENTAL CORPORATION

Per:

The Landlord:

Chief Administrative Officer

TOWN OF TWO HILLS PREMISES

BETWEEN:

The Town of Two Hills in the Province of Alberta (herein called the "Landlord")

- and -

A. K. Ebrahim Professional Dental Corporation Of Edmonton in the Province of Alberta (herein called the "Tenant")

- 1. The Landlord leases to the Tenant the following and on the following terms:
 - a) The north portion of the Town owned building located in the Town of Two Hills (Legal Plan 709EO Block 1, Lot PT. 7 & All 8) Office, 4712 50 Street. (Leased premises occupied by the Tenant is approximately 1,967 square feet) (the "Leased Premises").
 - b) The term of this Lease shall be eight (8) years.
 - c) The Tenant shall Lease the Premises from the Landlord at the rates as outlined in Schedule A. The rate of the Lease is to be competitive with the local lease/rental market but at minimum to recover the Towns renovations costs over the term of the Lease. The rate is on an increasing fashion as opposed to a decreasing fashion (the "Rent").
- 2. All utilities (electrical, gas, municipal utilities, telephone, internet, etc.) to be paid by the Tenant (the "Utilities").
- 3. The undersigned Tenant signatories collectively represent and warrant as follows:
 - a) The Tenant will utilize the leased premises for the provision of dental services to their clientele.
 - b) The authorized officer of the Tenant is: Dr. Ali Ebrahim
- 4. Tenant shall pay Rent as described in Schedule A, payable on the first day of the month on a monthly basis for the balance of the Term to the Landlord at:

Town of Two Hills Administration Office Attention: Administrator P. O. Box 630 4712 – 50 Street, Two Hills, AB T0B 4K0

- 5. The Tenant agrees that the use of Leased Premises by the Tenant and its invitees shall be at the sole risk of the Tenant or invitees and the Tenant does hereby indemnify and save harmless the Landlord, its servants, agents, and all persons for whom, the Landlord is responsible at law from and against any claim, action suit or proceeding whatsoever, whether based on the condition or use of the Leased Premises or the Building or the condition or use of any furnishings, equipment or thing whatsoever in the Lease Premises or the Building or the appurtenant grounds or land, or otherwise howsoever.
- 6. The Tenant shall carry on and conduct its operations from the Leased Premises in such a manner as to comply with any and all statutes, by-laws, rules and regulations of any governmental or competent authority for the time being in force and shall not do anything upon the Leased Premises in contravention thereof.
- 7. The Tenant shall not do or permit to be done or omitted anything which could damage the Leased Premises, the Building or adjacent grounds or injure or impede any other operations in the Building or any other Tenants or occupants in the building or which shall or could result in any nuisance in or about the Leased Premises or the Building, whither to the Landlord, any occupant of the Building or any other party, the whole as determined by the Landlord. The Landlord in it discretion may make reasonable rules and regulations applicable to the use of the Leased Premises and the Tenant's operations thereon and the Tenant shall at all times abide by and comply with the same and shall ensure compliance by all invitees.
- 8. Without restricting any other provisions of the Lease or right of the Landlord therein, the Tenant agrees at all times during the currency of its tenancy and in its use and occupation of the Leased Premises:
 - a) to prevent any persons to whom the Tenant allows admission to all or any of the Leased Premises or areas referred to in (a) above from damaging, messing or rendering unclean or untidy any of the said areas and any items therein contained;
 - b) to save harmless and indemnify the Landlord in respect of any cost or damage directly or indirectly arising wholly or partly out of any act or omission of the Tenant or any of its invitees and to promptly repair the same upon directions from the Landlord;
 - c) to prevent any person whom the Tenant allows or gives access to all or any of the Leased Premises from smoking therein;
 - d) that all vehicles parked adjacent to the Building or on the grounds will be at the sole risk of the Tenant or the owners or drivers of such vehicles, regardless of how damaged or regardless if stolen and any security required with respect to the vehicles shall be supplied by the Tenant;
 - e) that any equipment, material or other item brought into the Building or onto the grounds will be at the sole risk of the Tenant regardless of how damaged or lost and the Landlord, its servants, agents, employees and others for whom the Landlord is responsible in law, shall not be liable for any pilferage, theft or vandalism of or against such items. The Tenant shall inform any persons bring

- equipment or other possessions into the Building leased area that such items are nor their sole risk and the Landlord is not liable therefore;
- f) to obtain permission with respect to the equipment to be brought on to the Building or grounds, before bringing them in to ensure that there is nothing flammable or dangerous brought in;
- g) to obtain access to the Leased Premises only via the entrances designed by the Landlord;
- h) to conform to all fire and other regulations and to ascertain the methods of entry and exit with respect to the Building and to conform to all by-laws or laws which may be applicable;
- i) to leave the Leased Premises and any access or washroom areas in a clean and tidy condition, including all furnishings and equipment in the said spaces and areas.
- 9. The Tenant shall act within and treat the Leased Premises, the Building all contents thereof and appurtenances thereto including the Lands, as a responsible owner and will ensure that the same standard is maintained by all invitees. The Tenant and all invitees shall be subject at all times to the reasonable direction of the Landlord, to the extent that such directions are not incompatible with this Lease. Without restricting the generality of the foregoing, it is understood that the Landlord or his designate has overall authority for the operation of the Building.
- 10. The Tenant shall obtain and prior to taking possession of the Leased Premises provide the Landlord with proof of at least One Million (\$1,000,000.00) Dollars comprehensive general liability insurance applying to all operations of the Tenant and against claims for bodily injury, including death, and property damages and loss arising out of the use or occupation of the Leased Premises or the Tenant's operations thereon, which insurance shall include the Landlord as an additional insured and indemnify and protect both the Landlord and the Tenant.
- 11. That unless the Tenant finds a suitable tenant to take over the lease until the end of the term, the Tenant may terminate this Lease for any reason upon ninety (90) days notice in writing to the Landlord with the remaining lease payments for the term to be paid out in full by the end of the sixty (60) days after the notice is given, to cover the cost of renovations and interest incurred by the Landlord, and the Landlord will not have claim for damages or compensation in the event of such termination and payment.
- 12. The Tenant may not alter or renovate the Leased Premises without the prior written approval of the Landlord. Any costs for renovations after the Town's initial renovations to accommodate a dental space shall be the responsibility of the Tenant.
- 13. The Lease is not transferable by the Tenant without the prior written approval of the Landlord.
- 14. The Landlord may enter the Leased Premises at all reasonable times for the purposes of inspection and at any time in the event of an emergency.

15. If and whenever the Tenant shall be in default in payment of any money, whether hereby expressly reserved or deemed as rent or any balance owing, or any part thereof, and such default shall continue for ten (10) days following any specific due date on which the Lessee is to make such payment or, in the absence of such specific due date, for ten (10) days following written notice by the Landlord requiring the Tenant to pay the same, at the option of the Landlord and in addition to any other rights or remedies the Landlord may immediately re-enter upon the Leased Premises and may expel the Tenant thereof and remove all property from the Leased Premises and such property may be removed and sold or disposed of by the Landlord in such a manner as it deems advisable, including by private sale.

the "Tenant"

A. K. Ebrahim Professional Dental Corporation

Address:

Per.

the "Landlord"

THE TOWN OF TWO HILLS

Рег:

Wayo

Chief Administrative Officer

SCHEDULE "A"

	Lease	
	Monthly	(A)
Year 1	\$325.00	Jan. 15 to Jan 31, 2021
	\$650.00	Feb. 1 to April 30/2021
	\$1,300.00	May 1 to Aug. 31/2021
	\$1,950.00	Sept. 1 to Dec. 31/2021
Year 2	\$2,600.00	
Year 3	\$2,800.00	
Year 4	\$3,000.00	
Year 5	\$3,000.00	
Year 6	\$3,000.00	
Year 7	\$3,200.00	
Year 8	\$3,400.00	

-\$13,874.80	\$314,000.00	\$314,000.00	\$37,874.80	\$290,000.00	\$327,874.80	TOTALS
\$8,012.52	\$40,800.00	\$3,400		\$200 increase	\$32,787.48	2028
\$5,612.52	\$38,400.00	\$3,200		\$200 increase	\$32,787.48	2027
\$3,212.52	\$36,000.00	\$3,000		*no increase	\$32,787.48	2026
\$3,212.52	\$36,000.00	\$3,000		*no increase	\$32,787.48	2025
\$3,212.52	\$36,000.00	\$3,000		\$200 increase	\$32,787.48	2024
\$812.52	\$33,600.00	\$2,800		\$200 increase	\$32,787.48	2023
-\$1,587.48	\$31,200.00	\$2,600		\$200 increase	\$32,787.48	2022
-\$17,187.48	\$7,800.00	\$1,950	COVID	*4 months @ \$1950	\$32,787.48	2021#9-12
\$0.00	\$5,200.00	\$1,300	COVID	*4 months @ \$1300	\$0.00	2021#5-8
\$0.00	\$2,600.00	\$650	COVID	*4 months @ \$650	\$0.00	2021#1-4
-\$3,987.48	\$28,800.00	\$2,400		\$200 increase	\$32,787.48	2020
-\$15,187.48	\$17,600.00	\$2,200		*4 months rent free	\$32,787.48	2019
Telical Hicoline	:		2.5%		Repayment*	[8202-6102]
rental income	Yearly Rental	Monthly Lease	m seam	Principal	Annual	TO YEARS From
					Debenture	O VEAD- from

Semi-Annual repayments start in 2020. End in 2029.

Based on estimated cost of renovation of \$290,000

\$290,000.00 \$16,393.74 twice yearly payments

Ownership change in 2021 (January). Rent concessions due to COVID (lose \$15,600) **Dental Clinic is** Debenture received December 2019. *Blended Amortization for 10 years Debenture repayment is 10 years.

(not \$17,187.48)

2018-984 Debenture Costs Renovate Old Medical Clinic for Dentist

	\$341,600.00	\$37,874.80	\$290,000.00	\$327,874.80	TOTALS
\$3,400		12	no increase	\$32,787.48	2028
\$3,400		12	\$100 increase	\$32,787.48	2027
\$3,300		12	\$100 increase	\$32,787.48	2026
\$3,200		12	\$100 increase	\$32,787.48	2025
\$3,100		12	\$100 increase	\$32,787.48	2024
\$3,000		12	\$400 increase	\$32,787.48	2023
\$3,900		6	*6 months @ \$3900	\$32,787.48	2022
\$1,300		6	*6 months @ \$1300	startup	2022#1-6
\$1,950		4	*4 months @ \$1950	\$32,787.48	2021#9-12
\$1,300		4	*4 months @ \$1300	COVID	2021#5-8
\$650		4	*4 months @ \$650	COVID	2021#1-4
\$2,400		12	\$200 increase	\$32,787.48	2020
\$2,200		¢o.	*4 months rent free	\$32,787.48	2019
Monthly Lease		Interest @ 2.3%	Monthly Rental Increase	Debenture Annual Repayment*	10 YEARs from [2019-2028]

Debenture repayment is 10 years.

*Blended Amortization for 10 years

Debenture received December 2019.

Dental Clinic is 1967

\$290,000.00

sq.ft.

Semi-Annual repayments start in 2020. End in 2029.

Based on estimated cost of renovation of \$290,000

\$16,393.74 twice yearly payments

Ownership change in 2021 (January). Rent concessions due to COVID for 2021 (lose \$17,187)

^{*}negotiate amount for the last 6 months of 2022 (should be \$3900 for lost revenue...can look at making up over 2023)

^{*}Rent from 2023 to 2028 had to be adjusted to make up for lost rental revenue in 2021 & 2022. (increased by \$100 monthly yearly)