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Agenda

Council Meeting | Thursday, September 4, 2025 | 9:00 AM | Council Chambers

CALL TO ORDER

Р	ad	е

38 - 42

2.

	B.	ADOPTION OF AGENDA
	C.	ADOPTION OF MINUTES
3 - 7	1.	County Council Meeting Minutes
		Council Meeting - 14 Aug 2025 - Minutes
	D.	SUBDIVISION APPLICATIONS
8 - 18	1.	Subdivision Application #2025-0-120 McCutcheon
		- Lot 1, Block 1, Plan 9111966 within SE1/4 6-8-20-W4M
		Subdivision Application #2025-0-120 McCutcheon - Lot 1, Block 1, Plan
		9111966 within SE1/4 6-8-20-W4M
	E.	PUBLIC HEARINGS
19 - 37	1.	Bylaw 25-018 - Re-designate Plan 1113171 Block 1 Lot 5 in the NW
		10-9-21-
		W4 from Urban Fringe to Rural General Industrial – Public Hearing
		Bylaw 25-018 - Re-designate Plan 1113171 Block 1 Lot 5 in the NW 10-
		9-21- W4 from Urban Fringe to Rural General Industrial – Public Hearing

F. DEPARTMENT REPORTS

F.1. CORPORATE SERVICES

of "Pothole Creek Road" - Public Hearing

"Pothole Creek Road" - Public Hearing

43 - 45 F.1.1. <u>Tax Penalty Reduction Request - Roll #'s 71220300, 15690100 & 15700100</u>

<u>Tax Penalty Waiver Request - Roll #'s 71220300, 15690100 & 15700100</u>

Bylaw 25-021 - Road Closure, Sale and Consolidation of a portion

Bylaw 25-021 - Road Closure, Sale and Consolidation of a portion of

		F.2.	ADMIN	IISTRATION
46 - 68			F.2.1.	2025 Stirling Wind Community Benefit Scholarship Program 2025 Stirling Wind Community Benefit Scholarship Program
69 - 74			F.2.2.	2025 Bursary Awards 2025 Lethbridge County Bursary Award
75 - 77			F.2.3.	Shaughnessy Community Association - Request for Letter of Support Shaughnessy Community Association - Request for Letter of Support
	G.	CORF	RESPON	NDENCE
78 - 79	1.			h Board Report - August 2025 Library Board Report - August 2025
80 - 82	2.			<u>Ihurst - Notice of Intent to Annex</u> hurst - Notice of Intent to Annex
83 - 102	3.	Sep-C		olic Library Newsletter endar
103 - 104	4.			raditions and Reconciliation Society aditions and Reconciliation Society
	H.	NEW	BUSINE	ESS
		01.00	NED OF	
	I.		SED SES	
	1.			9:05 a.m Reynolds Mirth Richards & Farmer (ATIA Privileged Information)
	2.	Board		rmunicipal Subdivision and Development Appeal d Appointments (ATIA Section 22 - Confidential
	3.	CAO	Report -	C. Beck (ATIA Sections 19, 20, 28 and 29)

J.

ADJOURN



Minutes

Council Meeting | Thursday, August 14, 2025 | 9:00 AM | Council Chambers

The Council Meeting of Lethbridge County was called to order on Thursday, August 14, 2025, at 9:00 AM, in the Council Chambers, with the following members present:

PRESENT: Reeve Tory Campbell

Deputy Reeve John Kuerbis Councillor Lorne Hickey Councillor Mark Sayers Councillor Morris Zeinstra

Chief Administrative Officer Cole Beck Director, Corporate Services Hailey Pinksen

Director, Operations Ryan Thomson Executive Assistant Candice Robison

Senior Planner Steve Harty

Municipal Intern, Planning Hannah Laberge

A. <u>CALL TO ORDER</u>

Reeve Tory Campbell called the meeting to order at 9:03 a.m.

Reeve Campbell read the following land acknowledgement:

In the true spirit of reconciliation, we acknowledge all those who call this land home now and for thousands of years in the past. May we respect each other and find understanding together and recognize the benefits that this land provides to all of us.

CAO Cole Beck introduced Stacey Nunes, the new Senior Project Manager.

B. <u>ADOPTION OF AGENDA</u>

216-2025 Councillor MOVED that the August 14, 2025 Lethbridge County Council Meeting

Sayers Agenda be adopted as presented.

CARRIED

C. <u>ADOPTION OF MINUTES</u>

C.1. County Council Meeting Minutes

217-2025 Deputy MOVED that the July 10, 2025 Lethbridge County Council Minutes be

Reeve adopted as presented.

Kuerbis CARRIED

D. <u>SUBDIVISION APPLICATIONS</u>

D.1. <u>Subdivision Application #2025-0-098 – Tokariuk</u>

- Portion of SW1/4 36-9-21-W4M

218-2025 Councillor MOVED to postpone Subdivision Application #2025-0-098 to the September

Sayers 18 Council meeting.

CARRIED

E. <u>DELEGATIONS</u>

E.1. 9:30 a.m. - Green Acres Foundation - Dawna Coslovi & Jeff Carlson

Dawna Coslovi, Chief Executive Officer and Jeff Carlson, Chair were present to provide Council an update on the Green Acres Foundation and provide an overview on their 2024 initiatives

Reeve Campbell recessed the meeting at 9:55 a.m.

Reeve Campbell reconvened the meeting at 10:05 a.m.

D. SUBDIVISION APPLICATIONS

D.2. <u>Subdivision Application #2025-0–097 Mancal Coal</u> - <u>SE1/4 31-9-22-W4M & NE1/4 30-9-22-W4M</u>

219-2025 Deputy

Reeve Kuerbis MOVED that the Agricultural subdivision of SE1/4 31-9-22-W4M & NE1/4 30-9-22-W4M (Certificate of Title No. 971 297 103, 051 487 609 +3), to subdivide and reconfigure two existing adjacent agricultural parcels through subdivision and consolidation, by adjusting titles 39.92 & 101.08 acres (16.16 & 40.85 ha) each respectively in size, and create two new titles at 57.44 & 82.93 acres (23.25 & 33.56 ha), for agricultural use; BE APPROVED subject to the following:

CONDITIONS:

- 1. That, pursuant to Section 654(1)(d) of the Municipal Government Act, all outstanding property taxes shall be paid to Lethbridge County.
- 2. That, pursuant to Section 655(1)(b) of the Municipal Government Act, the applicant or owner or both enter into and comply with a Development Agreement with Lethbridge County which shall be registered concurrently with the final plan against the title(s) being created, if required.
- 3. That the applicant submits a surveyed plan as prepared by an Alberta Land Surveyor that certifies the exact location and dimensions of the parcels being subdivided. The titles and portions of land to be subdivided and consolidated to reconfigure the boundaries (property line) of the adjacent parcels, are to be done by a plan prepared by a certified Alberta Land Surveyor in a manner such that the resulting titles cannot be further subdivided without approval of the Subdivision Authority.

CARRIED

F. <u>DEPARTMENT REPORTS</u>

F.1. DEVELOPMENT & INFRASTRUCTURE

F.1.1. Bylaw 25-019 – Rey's Trucking - Amendment to the Land Use Bylaw From:
Rural Agriculture (RA) To: Rural General Industrial (RGI) - Portions of legal
subdivision three (3) and four (4) in the SW¼ 35-9-22-W4M which lie north west
of Railway Right of Way on Plan RW1889 - First Reading

219-2025 Councillor MOVED that Bylaw 25-019 be read a first time.

Hickey

CARRIED

F.1.2. Bylaw 25-020 – Dennis Dirtworx - Amendment to the Land Use Bylaw From:

<u>Urban Fringe (UF) To: Direct Control (DC) - A portion of Plan 1311166 Block</u>

2 Lot 1 in NE 23-9-20-W4 - First Reading

220-2025 Deputy MOVED that Bylaw 25-020 be read a first time.

Reeve Kuerbis CARRIED

F.1.3. Asset Management Initiative - Maintenance Manager Implementation

Deputy MOVED that County Council approve the implementation of Maintenance Reeve Manager, with a total project budget of \$250,000 funded from the Infrastructure operating budget.

CARRIED

F.2. CORPORATE SERVICES

F.2.1. 2025 Business Tax Adjustment

222-2025 Councillor MOVED that County Council approved the 2025 Business Tax adjustment

Hickey request as presented in the total amount of \$24,903.28.

CARRIED

G. CORRESPONDENCE

G.1. Royal Canadian Mounted Police

Council reviewed correspondence from the Royal Canadian Mounted Police introducing the new Commanding Officer for Alberta.

G.2. STARS

Council reviewed correspondence from STARS thanking Council for their donation.

G.3. Letter of Concern - Kim Laing

Council reviewed a letter of concern from Kim Laing.

223-2025 Deputy MOVED that administration send a letter to the resident and Alberta

Reeve Transportation noting the concern.

Kuerbis CARRIED

G.4. Green Acres Municipal Requisition Fact Sheet

Council reviewed the Green Acres Municipal Requisition Fact Sheet.

G.5. <u>Cardston County Shooting Association</u>

Council received correspondence from the Cardston County Shooting Association requesting a letter of support for their new outdoor and indoor gun range.

224-2025 MOVED that administration send a letter of the support to the Cardston County Shooting Association for their new outdoor and indoor gun range

project.

CARRIED

G.6. <u>Lethbridge & District Exhibition - Rodeo Reds Invitation</u>

Council received an invitation from the Lethbridge & District Exhibition to the Rodeo Reds event taking place on August 23, 2025.

G.7. <u>Lethbridge Chamber of Commerce</u>

Council reviewed correspondence from the Lethbridge Chamber of Commerce regarding the County's annual membership.

G.8. Fallen Firefighters Memorial Ceremony Invitation

Council received an invitation from the City of Lethbridge Fire Services to attend the Fallen Firefighters Memorial Ceremony which will be held on September 11, 2025 @ 11:00 am at Southminster United Church.

H. COUNTY COUNCIL AND COMMITTEE UPDATES

H.1. Lethbridge County Council Attendance Update - July 2025

Council reviewed the highlights from the Lethbridge County Council Attendance Update for July 2025.

Division 1

Councillor Lorne Hickey

Page 3 of 5

July 10	Lethbridge County Council Meeting
July 23	Joint Meeting with Minister Williams
July 26	Nobleford Parade

July 26 Nobleford Parade

Division 2

Reeve Tory Campbell

July 2	Virtual Meeting, U of L/U of A, Water in Southern AB
July 3	Virtual Engagement Session, Police Funding Model Review
July 5	Barons Parade
July 10	Lethbridge County Council Meeting
July 13	Senators Familiarization Tour, Reception, Agrifood Hub
July 23	Joint Meeting with Minister Williams

Division 3

Councillor Mark Sayers

July 10	Lethbridge County Council Meeting
July 23	Joint Meeting with Minister Williams
July 26	Coalhurst Parade

Division 4

Deputy Reeve John Kuerbis

July 8	Weekly Meeting with Community Futures Executive Director
July 10	Lethbridge County Council Meeting
July 15	Weekly Meeting with Community Futures Executive Director
July 22	Weekly Meeting with Community Futures Executive Director
July 23	Joint Meeting with Minister Williams
July 26	Coalhurst Parade
July 29	Weekly Meeting with Community Futures Executive Director

Division 5

Councillor Kevin Slomp

July 5	Barons Parade
July 7	Calgary Stampede BMO Farm Family Awards
July 10	Lethbridge County Council Meeting
July 22	Safety Audit Interview
July 23	Joint Meeting with Minister Williams

Division 7

Councillor Morris Zeinstra

July 2	Link Pathway
July 5	Barons Parade
July 10	Lethbridge County Council Meeting
July 26	Nobleford Parade

Reeve Campbell recessed the meeting at 10:53 a.m.

Reeve Campbell reconvened the meeting at 11:01 a.m.

E. <u>DELEGATIONS</u>

E.2. <u>11:00 a.m. - Tyler Tamayose - Virtual Physician Pilot</u>

Tyler Tamayose, Banyan Strategies was in attendance to present a virtual physician pilot to Council.

I. <u>NEW BUSINESS</u>

J. <u>CLOSED SESSION</u>

Page 4 of 5

J.1. - 14th Avenue - County Shop Road (ATIA Section 26 - Disclosure harmful to intermunicipal relations)

J.2. - CAO Report - C. Beck (ATIA Section 19, 20, 28 and 29)

225-2025	Councillor Sayers	MOVED that the Lethbridge County Council Meeting move into Clos Session, pursuant to Section 197 of the Municipal Government Act, the timbeing 11:25 a.m. for the discussion on the following:				
		J.1 14th Avenue - County Shop Road (ATIA Section 26 - Disclosure harmful to intermunicipal relations)				
		J.2 CAO Report - C. Beck (ATIA Section 19, 20, 28 and 29)				
		Present during the Closed Session: Lethbridge County Council Chief Administrative Officer Senior Management				
		Administrative Staff CARRIED				
226-2025	Deputy Reeve Kuerbis	MOVED that the Lethbridge County Council Meeting move out of the closed session at 11:55 a.m. CARRIED CARRIED				
K. ADJO	<u>OURN</u>					
227-2025	Councillor Zeinstra	MOVED that the Lethbridge County Council Meeting adjourn at 11:56 a.m. CARRIED				
		Reeve				
		CAO				

AGENDA ITEM REPORT



Title: Subdivision Application #2025-0–120 McCutcheon

- Lot 1, Block 1, Plan 9111966 within SE1/4 6-8-20-W4M

Meeting: Council Meeting - 04 Sep 2025

Department: ORRSC **Report Author:** Steve Harty

APPROVAL(S):

Candice Robison, Executive Assistant
Devon Thiele, Director, Development & Infrastructure

Cole Beck, Chief Administrative Officer

Approved - 19 Aug 2025

Approved - 20 Aug 2025

Approved - 20 Aug 2025

STRATEGIC ALIGNMENT:

1000

Governance Relationships

Region Prosperity

EXECUTIVE SUMMARY:

The application is to enable a property line adjustment (reconfiguration) by subdividing a 0.49-acre portion of land from a title comprised of 38.04-acres and consolidating it to an adjacent 4.25-acre title, thereby enlarging it to 4.74-acres in size for country residential use. The proposal meets the subdivision criteria of the Land Use Bylaw.

RECOMMENDATION:

That S.D. Application #2025-0-120 be approved subject to the conditions as outlined in the draft resolution.

REASON(S) FOR RECOMMENDATION(S):

The proposed subdivision meets the provincial Subdivision and Development Regulations and the municipal realignment/reconfiguration of title subdivision policies as stated in the Land Use Bylaw.

PREVIOUS COUNCIL DIRECTION / POLICY:

- LUB No. 24-007 contains subdivision policies to allow a property line realignment without an increase in the overall number of titles.
- The LUB No. 24-007 realignment/reconfiguration of titles policy enables property boundaries to be realigned based on rational land use. The readjusted property line will address existing land conditions and enable the small yard to utilize the grass area.

BACKGROUND INFORMATION:

Located 2-½ miles southeast of the City of Lethbridge boundary, ½-mile west of Highway 4 and ½-mile north of Highway 508. The proposal is to enable a land swap and title reconfiguration between

the adjacent parcels by extending the smaller yard title's north boundary straight west to the SMRID canal R/W.

A small triangle portion of land 0.49-acres in size will be added to the acreage parcel. This area of land contains some trees on the east end but is otherwise grass with no improvements. The acreage owner desires to use this area as part of their yard. The lots are located adjacent to the west of a municipal road allowance (Range Road 20-5). No existing services will be affected by the boundary adjustment. The lands are not identified as potential containing any natural or archeological Alberta Historical Resources, there are no wetland or environmentally significant areas identified, or abandoned gas wells or pipelines that require special setback consideration. A modest payment for the 10% Municipal Reserve requirement is applicable on the 0.49-acres. This is to address an existing deferred reserve caveat registered on the larger 38.04-acre title which will be amended accordingly to remove the 0.49-acres being paid.

Overall, the proposal meets the criteria of the County's LUB No. 24-007 for a realignment/reconfiguration of titles subdivision. The application was circulated to the required external agencies with no concerns expressed and no utility easements are requested (at time of agenda report).

ALTERNATIVES / PROS / CONS:

The Subdivision Authority could decide to not approve if it is determined the proposed a property line realignment is not rational and the titles would remain as is.

Pros:

 there are no advantages to denying the subdivision as the County's bylaws and criteria are met.

Cons:

• the decision could be appealed by the applicants to the LPRT as the County's bylaws and criteria are met.

FINANCIAL IMPAC	T:			
None.				
LEVEL OF PUBLIC	PARTICIPATION:			
⊠ Inform	Consult	☐ Involve	Collaborate	□ Empower
ATTACHMENTS:				

2025-0-120-Subd Sketch - Existing

Diagrams 2025-0-120 -

2025-0-120-Subd Sketch - Proposed with Existing Underlay

RESOLUTION

2025-0-120

Lethbridge County

Agricultural subdivision of Lot 1, Block 1, Plan 9111966 within SE1/4 6-8-20-W4M

THAT the Agricultural subdivision of Lot 1, Block 1, Plan 9111966 within SE1/4 6-8-20-W4M (Certificate of Title No. 021 263 965, 251 151 256 +1), to enable a property line adjustment (reconfiguration) by subdividing a 0.49-acre (0.20 ha) portion of land from a title comprised of 38.04-acres (15.39 ha) and consolidating it to a 4.25-acre (1.72 ha) title; <u>BE APPROVED subject to the following</u>:

RESERVE: The 10% reserve requirement, pursuant to Sections 666 and 667 of the Municipal Government Act, be provided as money in place of land on the 0.49-acres at the market value of \$_____ per acre with the actual acreage and amount to be paid to Lethbridge County be determined at the final stage, for Municipal Reserve purposes.

AND FURTHER that upon payment of the reserve, the existing deferred reserve caveat 251 151 257 shall be adjusted to reflect this, and a caveat be registered on the remaining 37.55-acres be adjusted accordingly less the amount of the 0.49-acres difference, with the actual acreage and amount to be determined at the final stage, upon receipt of the final subdivision plan.

CONDITIONS:

- 1. That, pursuant to Section 654(1)(d) of the Municipal Government Act, all outstanding property taxes shall be paid to Lethbridge County.
- 2. That, pursuant to Section 655(1)(b) of the Municipal Government Act, the applicant or owner or both enter into and comply with a Development Agreement with Lethbridge County which shall be registered concurrently with the final plan against the title(s) being created, if required.
- That the titles and 0.49-acre portion of land to be subdivided and consolidated to create the enlarged 4.74-acre yard title be done by a plan prepared by a certified Alberta Land Surveyor in a manner such that the resulting titles cannot be further subdivided without approval of the Subdivision Authority.
- 4. That the applicant submits a final plan as prepared by an Alberta Land Surveyor that certifies the exact location and dimensions of the parcel being subdivided as approved.
- That any easement(s) as required by utility companies, or the municipality for drainage or utilities, shall be established.

REASONS:

- The proposed subdivision is consistent with the South Saskatchewan Regional Plan and complies with both the Municipal Development Plan and Land Use Bylaw.
- 2. The Subdivision Authority is satisfied that the proposed subdivision is suitable for the purpose for which the subdivision is intended pursuant to Section 9 of the Matters Related to Subdivision and Development Regulation.
- The Subdivision Authority has determined the subdivision is in accordance with the County's subdivision criteria as a property realignment/reconfiguration of titles and there will not be any increase in the number of separate titles from what presently exists.

2025-0-120 Page 1 of 3

INFORMATIVE:

- (a) Municipal Reserve shall be provided in accordance with Section 663 of the Municipal Government Act, with the 0.49-acre payment and existing deferred reserve caveat 251 151 257 adjustment as required.
- (b) That a legal description for the proposed parcel be approved by the Surveys Branch, Land Titles Office, Calgary.
- (c) The applicant/owner is advised that other municipal, provincial or federal government or agency approvals may be required as they relate to the subdivision and the applicant/owner is responsible for verifying and obtaining any other approval, permit, authorization, consent or license that may be required to subdivide, develop and/or service the affected land (this may include but is not limited to Alberta Environment and Protected Areas, Alberta Transportation, and the Department of Fisheries and Oceans.)
- (d) Thank you for contacting FortisAlberta regarding the above application for subdivision. We have reviewed the plan and determined that no easement is required by FortisAlberta.

FortisAlberta is the Distribution Wire Service Provider for this area. The developer can arrange installation of electrical services for this subdivision through FortisAlberta. Please have the developer contact 310-WIRE (310-9473) to make application for electrical services.

Please contact FortisAlberta land services at landserv@fortisalberta.com or by calling (403) 514-4783 for any questions.

(e) Alberta Transportation – Evan Neilsen, Development/Planning Technologist:

"This will acknowledge receipt of your circulation regarding the above noted proposal. The subsequent subdivision application would be subject to the requirements of Sections 18 and 19 of the Matters Related to Subdivision and Development Regulation (The Regulation), due to the proximity of Highway(s) 4, 508, 4X

Transportation and Economic Corridors offers the following comments with respect to this application:

The requirements of Section 18 of the Regulation are not met. The department anticipates minimal impact on the highway from this proposal. Pursuant to Section 20(1) of the Regulation, Transportation and Economic Corridors grants approval for the subdivision authority to vary the requirements of Section 18 of the Regulation.

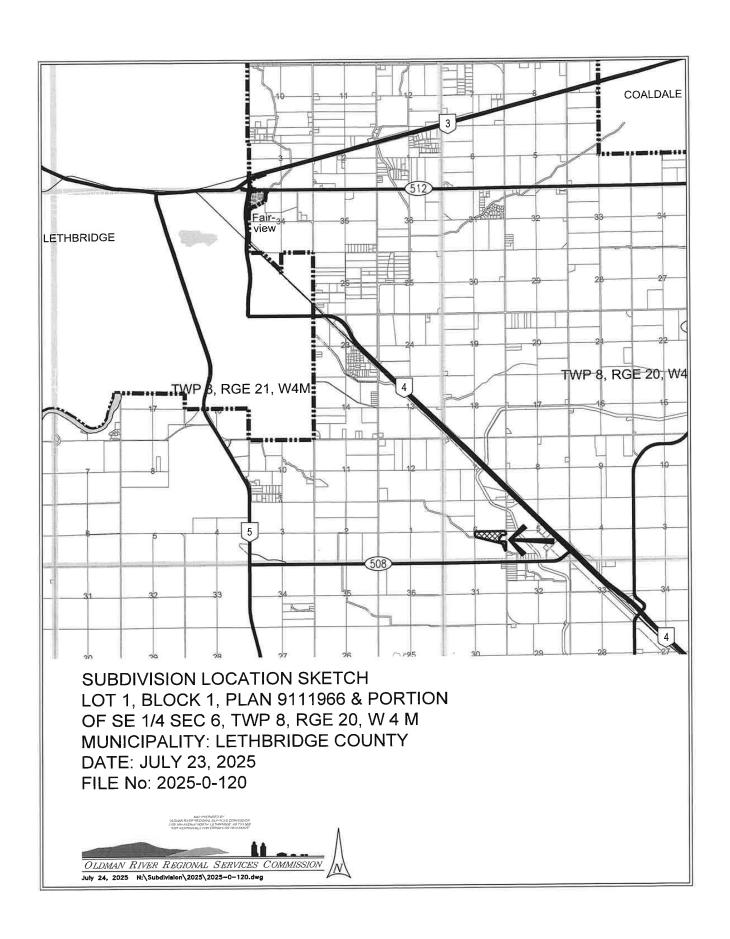
The requirements of Section 19 of the Regulation are met. There is no direct access to the highway and there is sufficient local road access to the subdivision and adjacent lands. Pursuant to Section 20(1) of the Regulation, Transportation and Economic Corridors does not grant approval for the subdivision authority to vary the requirements of Section 19 of the Regulation, Transportation and Economic Corridors will accept service road dedication as described below:

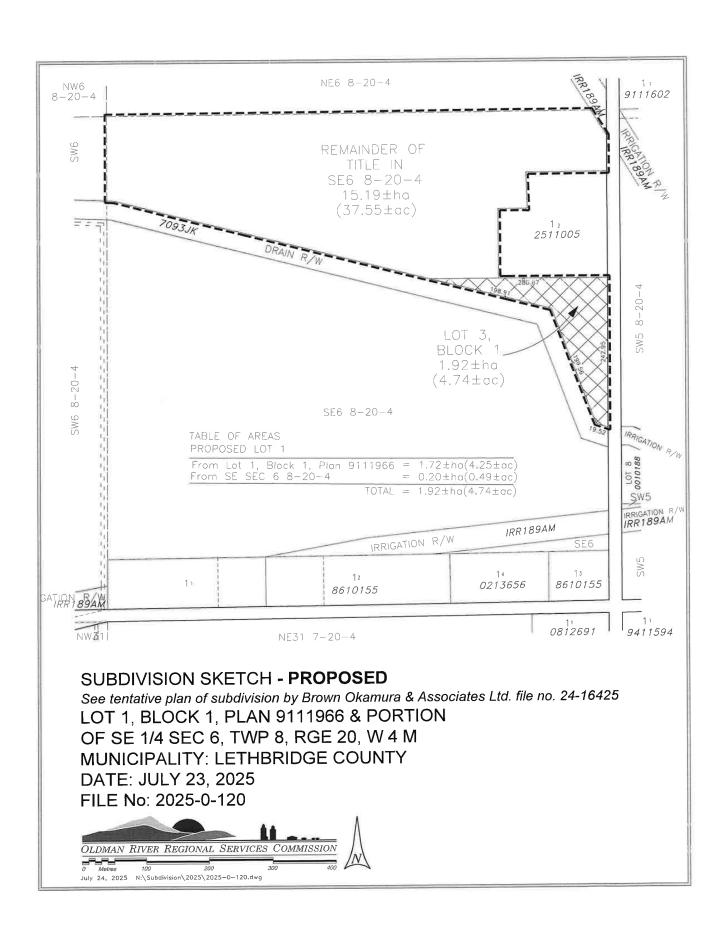
Transportation and Economic Corridors has the following additional comments and/or requirements with respect to this proposal:

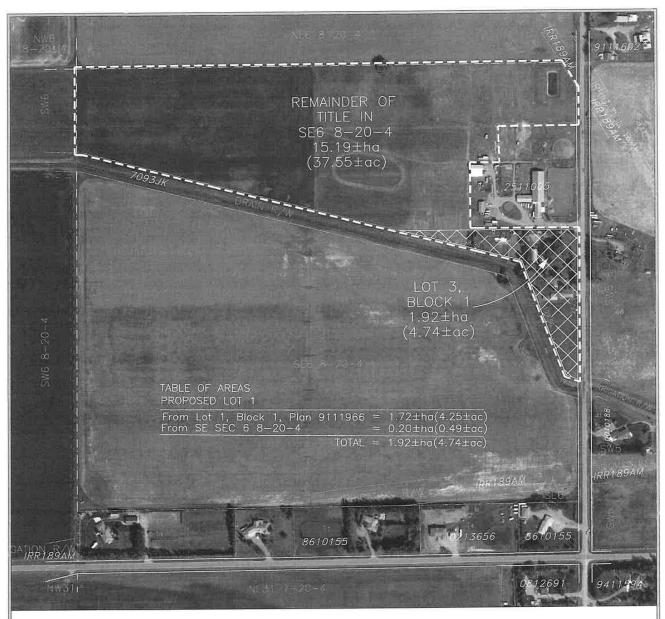
- 1. The department expects that the municipality will mitigate the impacts of traffic generated by developments approved on the local road connections to the highway system, pursuant to Policy 7 of the Provincial Land Use Policies and Section 618.4 of the Municipal Government Act
- 2. Transportation and Economic Corridors accepts no responsibility for the noise impacts or other impacts of highway traffic upon any development or occupants thereof. The subdivision design should include adequate physical features to ensure that the proposed use of land is compatible with the adjacent provincial highway system. Some of these features might, for example, include landscaping and/or berming, to provide noise attenuation and visual screening from the highway. Implementation of these features is the responsibility of the owner/municipality.
- 3. The subject land is within the permit area of a highway as outlined in the Highways Development and Protection Regulation. Proposed development on the subject will require the benefit of a Roadside Development Permit from Transportation and Economic Corridors.

2025-0-120 Page 2 of 3

	Transportation and quire additional infor		Corridors	through	the	RPATH	Portal	if you	have	any
MOVER		REE	EVE			_				
DATE										







SUBDIVISION SKETCH - PROPOSED

See tentative plan of subdivision by Brown Okamura & Associates Ltd. file no. 24-16425

LOT 1, BLOCK 1, PLAN 9111966 & PORTION

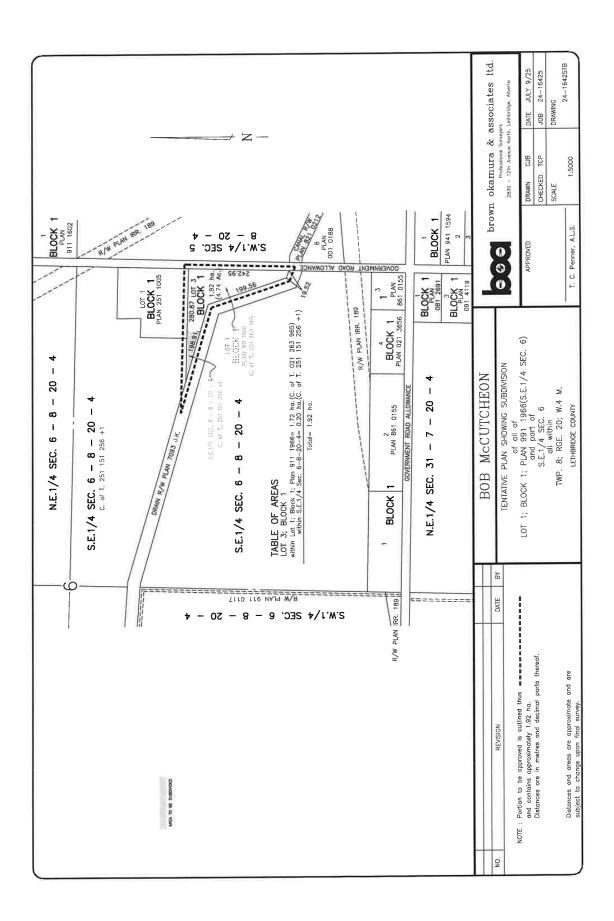
OF SE 1/4 SEC 6, TWP 8, RGE 20, W 4 M

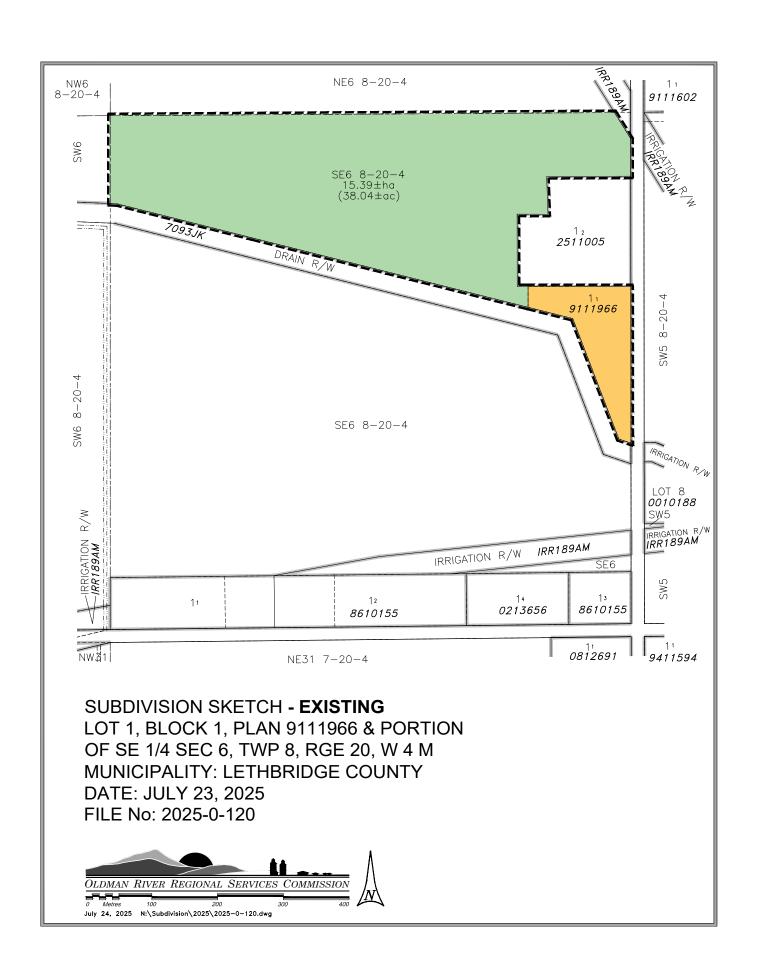
MUNICIPALITY: LETHBRIDGE COUNTY

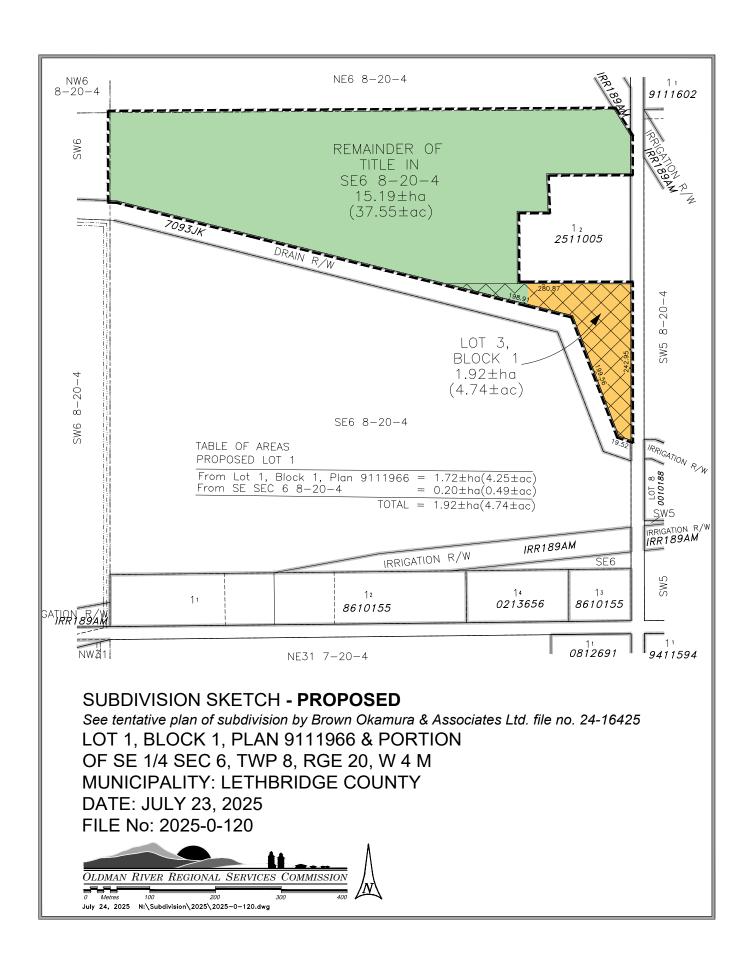
DATE: JULY 23, 2025 FILE No: 2025-0-120



AERIAL PHOTO DATE: 2018







AGENDA ITEM REPORT



Title: Bylaw 25-018 - Re-designate Plan 1113171 Block 1 Lot 5 in the NW 10-9-21-

W4 from Urban Fringe to Rural General Industrial – Public Hearing

Meeting: Council Meeting - 04 Sep 2025

Department: ORRSC **Report Author:** Steve Harty

APPROVAL(S):

Candice Robison, Executive Assistant

Devon Thiele, Director, Development & Infrastructure

Cole Beck, Chief Administrative Officer

Approved - 20 Aug 2025

Approved - 20 Aug 2025

STRATEGIC ALIGNMENT:









Governance

Relationships

Region

Prosperity

EXECUTIVE SUMMARY:

An application has been made to re-designate Plan 1113171 Block 1 Lot 5 in the NW 10-9-21-W4 from Urban Fringe to Rural General Industrial. The applicant wishes to re-designate the lands to allow for future subdivision and industrial development.

RECOMMENDATION:

That Bylaw 25-018 be read a second time. That Bylaw 25-018 be read a third time.

REASON(S) FOR RECOMMENDATION(S):

The proposed rezoning will enable the future subdivision of the area for industrial purposes and allow the further development of the Chinook Industrial Area Structure Plan (Bylaw 23-008).

PREVIOUS COUNCIL DIRECTION / POLICY:

- The re-designation application Bylaw 25-018 received first reading on June 19, 2025.
- The rezoning complies with the Chinook Industrial Area Structure Plan (Bylaw 23-008).
- The land is within the County and City of Lethbridge Intermunicipal Development Plan boundary and is identified for future County industrial land use growth. With the adoption of the ASP, the proposal complies with the applicable policies of the IDP.

BACKGROUND INFORMATION:

The application is to re-designate Plan 1113171 Block 1 Lot 5 in the NW 10-9-21-W4 from Urban Fringe to Rural General Industrial. This is the northern portion of land east of 43 St. that will encompass the land up to Township Road 92. The applicant wishes to re-designate the lands to allow

for future subdivision and industrial development on the parcel. The land has been identified and planned for industrial development and future subdivision in accordance with the Chinook Industrial Area Structure Plan (Bylaw 23-008). When subdivided, the applicant desires to keep large parcel for their own business interests as part of this last phase.

The application has been circulated to all County Departments and external agencies for review. The following comments were received:

- City of Lethbridge no concerns
- Telus no concerns
- Fortis no concerns
- SMRID letter of concern

Lethbridge County Administration and the Planning Advisor have reviewed the proposed bylaws and have the following comments:

The Industrial-Commercial Land Use Strategy (Policy 5.3.1) and Municipal Development Plan (Policy 10.21) provides criteria for the approval of a commercial/ industrial use including:

- Be adjacent to a road network that can accommodate the development's traffic volume;
- have access to services and utilities
- · address drainage and storm-water runoff
- being located in an approved industrial business park.

The application and land subject to the re-designation is deemed suitable based on the following:

- The proposed development is adjacent to 43 St. designed for heavy traffic and would have good access to the highway network.
- Regarding services, the lands are located adjacent to the city and future development would have access to municipal water and private wastewater systems.
- At the time of development grading and drainage will be addressed through the development permit stage.
- The rezoning is compatible with the adjacent land uses, being industrial.
- Engineering work has been completed by ISL Engineering on behalf of the proponents and reviewed by County administration to confirm suitability.
- The engineering and servicing aspect of the proposal, including stormwater management, will be addressed at the time of subdivision and development and through the terms of the Development Agreement.
- The application is determined to be in compliance with the ASP adopted.

The applicants have been consulting with the SMRID in regard to their concerns raised and have submitted additional information to the County to address the matter. Peter Villanueva, an Engineer with ISL Engineering and Land Services Ltd., submitted that:

"Based on initial feedback from Lethbridge County and SMRID, we completed our design including supporting reports to address concerns raised. We are planning to submit our design/plans to complete earthwork and pond excavation to Devon and SMRID either on Friday or Monday next week. The package will include engineering plans, Stormwater Report and Geotechnical Report. Also, the geotech completed a supplement report to the geotech evaluation. The attached report was prepared to summarize the geotechnical review of the proposed storm pond and subdivision and determine if the proposed development would have an impact on a nearby canal. Two analysis were completed and summarized results are as follows. This supplement report will be included in the submission package to Lethbridge County and SMRID.

SEEPAGE. Based on the seepage analysis, the proposed storm pond should not negatively impact the canal as the estimated seepage rate between the storm pond and canal is less than the estimated current potential seepage rate of water loss from the canal.

STABILITY. Based on the propose ISL design, approximately 2m of fill will be placed approximately 15 m from the edge of the canal. The final road elevation would be approximately 3.5 m higher than the canal bottom, which would result in an equivalent slope gradient of approximately 4.5H:1V to 5.5H:1V from the road fill area to the bottom of the canal. The proposed fill area should not negatively impact the canal stability. The existing soil conditions are considered stable and not slide prone in normal conditions. In addition, low to medium plastic soil conditions typically remain stable at slope gradients of 3H:1V and flatter."

Operational aspects of the storm pond can be addressed at the subsequent development stages and do not affect the redesignation of land process.

The notice of the public hearing was advertised in the August 19 and 26 editions of the Sunny South News and on the County's website and social media accounts. Notices were also sent to the adjacent landowners.

ALTERNATIVES / PROS / CONS:

County Council may refuse second reading of Bylaw 25-018

Pros - none identified

Cons - refusal would limit the growth of industrial development in the County and would be contrary to the intent of adopting the Chinook Industrial Area Structure Plan (Bylaw 23-008).

FINANCIAL IMPACT:

If the bylaw were approved, any future development would be taxed at the County's industrial tax rate.

LEVEL OF PUBLIC PARTICIPATION:					
☐ Inform	Consult	X Involve	Collaborate	Empower	

ATTACHMENTS:

25 018 UF to RGI Rezoning Map

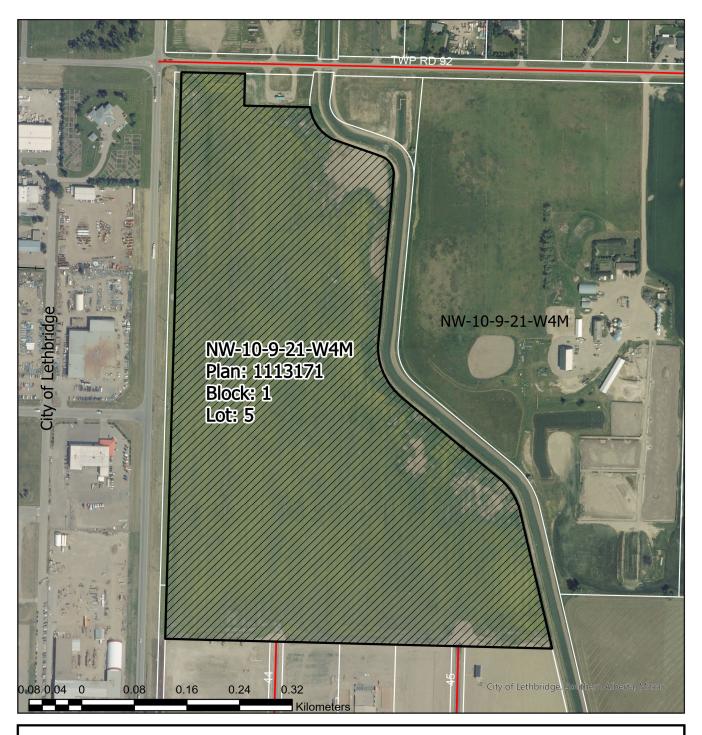
28823 RME Lethbridge County Planning-Luse

28823 RME Lethbridge County Planning-Site Plan

22993 Report - Final Aug 8-2025

LC Bylaw 25-018 SMRID Response

Bylaw 25-018 Reading Page

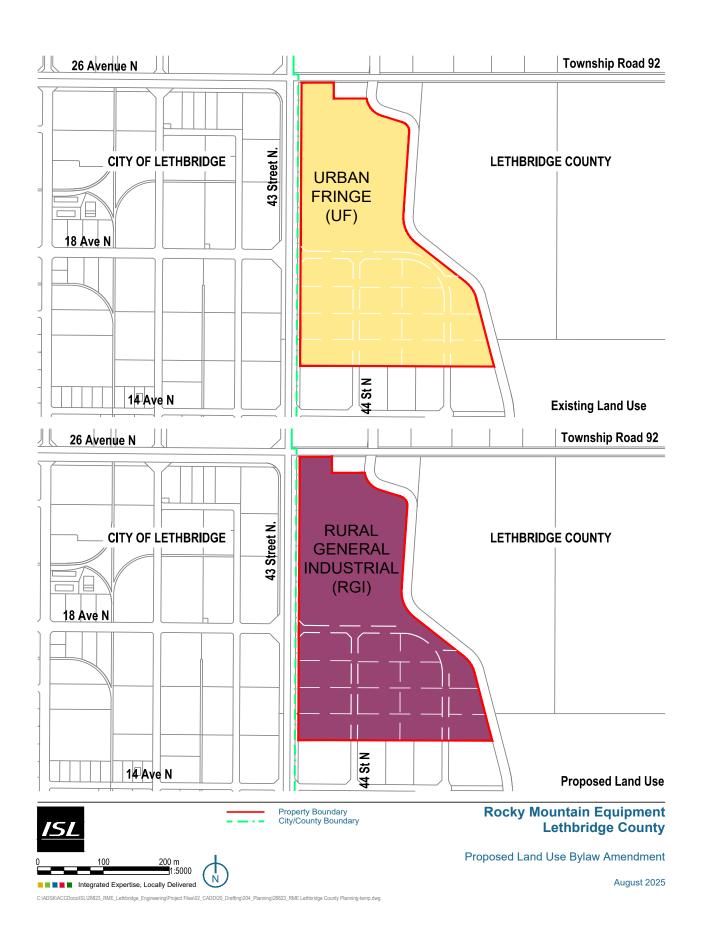


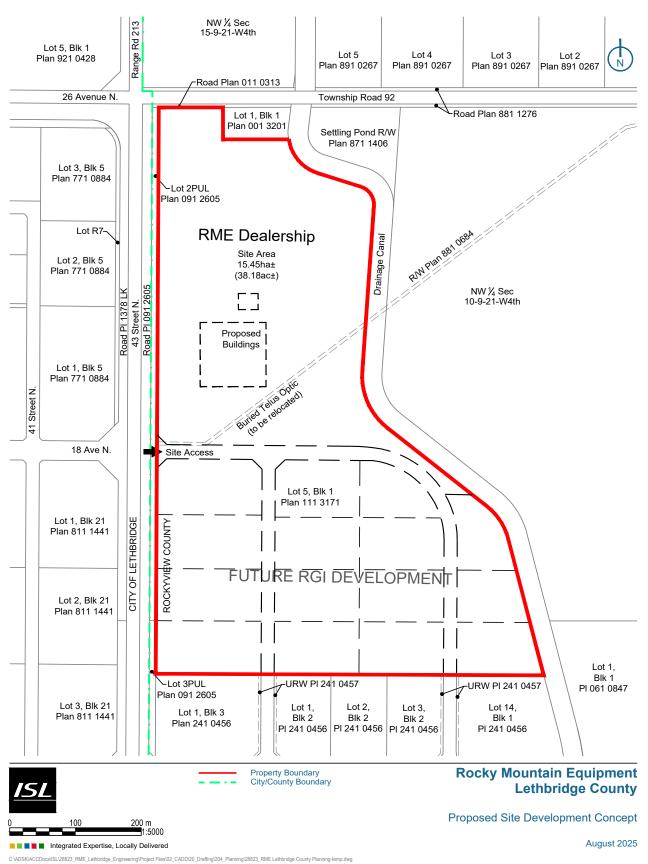
Bylaw 25-018: Urban Fringe (UF) to Rural General Industrial (RGI)

Plan 1113171; Block 1; Lot: 5; (NW-10-9-21-W4M) Approx 83.69 Acres Located in Lethbridge County, AB

Bylaw 25-018 - Urban Fringe to Rural General Industrial









P.MACHIBRODA ENGINEERING LTD.

CONSULTING GEOTECHNICAL AND GEOENVIRONMENTAL ENGINEERS AND GEOSCIENTISTS

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- Pile Integrity Testing (PIT)



Member of the Association of Consulting Engineering Companies/Canada August 8, 2025

Rocky Mountain Equipment 3345 8th Street South East Calgary, Alberta T2G 3A4

ATTENTION: Mr. Jason Carter

RE: GEOTECHNICAL REVIEW
PROPOSED STORM POND
WITHIN W1/2 10-09-21 W4M
LETHBRIDGE, ALBERTA
PMEL FILE NO. 22993 (X-REF 21903)

1 INTRODUCTION

The following report has been prepared to summarize the geotechnical review of the proposed storm pond and subdivision plan at the about noted subject site. The purpose of the review was to determine if the proposed development would have an impact on a nearby canal.

It is understood that the existing canal runs along the east side of the subject site. The proposed storm pond will reportedly be situated on the east side of the new Rocky Mountain Equipment (RME) dealership and adjacent to the existing canal. It is also understood that the development on the south side of the subject site will require approximately 2 m of fill near the canal.

The terms of reference for this review were presented in P. Machibroda Engineering Ltd. (PMEL) Proposal No. 22993, dated June 23,2025. Authorization to proceed with this review was by Mr. Jason Carter via email on June 19, 2025.

PMEL had completed a geotechnical investigation for the proposed development in September 2024 (refer to PMEL File No. 21903, dated September 23, 2024, to be referred to as "Geotechnical Report").

SOIL AND GROUNDWATER CONDITIONS

Based on the Geotechnical Report, the general soil profile consisted of variable deposits of silt and/or clay overlying glacial till. Inter/intra till sand layers were encountered throughout the glacial till deposit. The cohesive soils (i.e., silt, clay and till) were generally medium plastic.

The results of the groundwater monitoring have been presented in Table I.

TABLE I RECORDED GROUNDWATER LEVELS

Monitoring Well	Monitoring Well Rim Elevation ¹ (m)	Ground Surface Elevation ¹ (m)	Groundwater Depth (m)		Groundwater Elevation ¹ (m)	
			September 10, 2024	June 10, 2025	September 10, 2024	June 10, 2025
24-3	913.7	912.7	Dry (>3)	Dry (>3)	Dry (<909.7)	Dry (<909.7)
24-14	911.7	910.7	2.0	2.7	908.7	908.0
24-15	912.9	911.9	Dry (>4.5)	Dry (>4.5)	Dry (<907.4)	Dry (<907.4)
24-21	910.8	909.8	3.0	NR ²	906.8	NR ²
24-23	914.0	913.0	Dry (>4.5)	Dry (>4.5)	Dry (<908.5)	Dry (<908.5)

¹Approximate elevation only (+/- 1 m).

A review of Table I revealed that the groundwater level was measured at depths of 2.7 to greater than 4.5 m below existing ground surface on June 10, 2025. Higher water levels could be encountered, particularly during and/or following spring snowmelt and/or periods of precipitation.

The water depth in the canal was approximately 1.3 m on June 10, 2025 (as measured from the base of the canal).

2 SEEPAGE ANALYSIS

2.1 SEEPAGE ANALYSIS

A seepage analysis was conducted to determine the potential impact the proposed storm pond would have on the existing canal. The seepage analysis was based on Darcy's Law equation and Dupuit-Forchheimer approximation of groundwater flow between two water bodies. The seepage analysis considered an estimate of groundwater seepage from the canal in comparison to after when the storm pond is constructed.

A cross section showing the proposed storm pond profile and existing canal was provided in ISL Engineering and Land Services Ltd. (ISL) Drawing No. 28823 C 13, Sections OCS and Emergency Spill. It is understood that the proposed storm pond base will be at an elevation of 908.5 m and the existing canal base is at an elevation of approximately 909.0 m.

2.1.1 Assumptions and Input for Analysis

The following assumptions and inputs were made for the seepage analysis:

- Assumed homogeneous soil profile and steady state groundwater flow.
- Bulk hydraulic conductivity (k) of approximately 2x10⁻⁸ m/s for the in-situ soils.
- A sensitivity analysis considered k of 2x10⁻⁷ and 2x10⁻⁹ m/s. The hydraulic conductivity
 was determined based on an estimation from the grain size analyses results of the in-situ
 soils and PMEL experience in similar types of soils.



²NR – Not Recorded – Well could not be located.

- A canal water depth of 1.5 m (approximately 2 m above the base of the proposed storm pond).
- The existing groundwater level is at an elevation of approximately 908 m.
- Dry and water depth of 1 m for the storm pond.
- For the dry pond conditions assuming groundwater level at base of pond and at measured groundwater level were assumed (i.e., 0.5 m below pond bottom).
- Distance between base of storm pond and canal is 30 m.
- Total length of storm pond along the canal is approximately 550 m.

2.1.2 Seepage Results

The results of the seepage analyses have been presented in Table II.

Hydraulic Conductivity, k (m/sec)	Prior to Storm Pond Seepage Rate (L/Day)	Dry Storm Pond Seepage Rate (L/day) Groundwater Level Groundwater 0.5 m below pond Level at pond bottom bottom.		Storm Pond Water Depth = 1 m Seepage Rate (L/day)
2x10-7	1,000	1,000	650	500
2x10-8	100	100	65	50
2x10-9	10	10	6	5

An examination of Table revealed the following:

- The estimated seepage rate from the canal along an equivalent length of the storm pond prior construction was estimated at 100 L/day but could range between 10 and 1,000 L/day depending on the hydraulic conductivity of the in-situ soil.
- The estimated seepage rate from the canal to storm pond would be unchanged assuming a dry pond and groundwater level 0.5 m below pond bottom.
- The estimated seepage rate would decrease to approximately 50 to 65 L/day (could range
 of 650 to 5 L/day) assuming a dry pond (groundwater level at pond bottom) or 1 m water
 level in pond, respectively.

2.2 SEEPAGE DISCUSSION

Based on the above seepage analysis, the proposed storm pond should not negatively impact the canal as the estimated seepage rate between the storm pond and canal is less than the estimated current potential seepage rate of water loss from the canal.



Seepage Analysis – Proposed Storm Pond RME Development, Lethbridge, AB PMEL File No. 22993

The seepage analysis assumed a steady state flow rate with consistent water levels in the storm pond and canal. Seepage rates will vary with changes in the canal and storm pond water levels. The presence of higher permeable soils (i.e., sand) between the canal and storm pond could create preferential groundwater flow paths between the canal and storm pond, which may result in piping (i.e., internal erosion). If any sandy soils or seepage faces are encountered during the excavation of storm pond, PMEL should be notified immediately to assess the conditions. The installation of monitoring wells could be considered between the canal and storm pond to monitor the groundwater levels.

It should be noted that the above seepage analysis was conducted utilizing previously gathered information. If a more detailed assessment is required, further test drilling, groundwater monitoring and laboratory analysis would be required to better quantify the groundwater soil and conditions and hydraulic conductivity of the in-situ soils. A cost estimate can be provided upon request.

3 STABILITY

A review of the proposed grading plan (ISL Drawing No. 28823 C 130, *Building Grade*, and Drawing No. 28823 C 303, *Plan Profile STA 0+300 to 0+460*), revealed that highest fill requirement near the existing canal was for the proposed roadway at approximately STA 0+460. Based on the ISL drawings approximately 2m of fill will be placed approximately 15 m from the edge of the canal. The final road elevation would be approximately 3.5 m higher than the canal bottom, which would result in an equivalent slope gradient of approximately 4.5H:1V to 5.5H:1V from the road fill area to the bottom of the canal.

The subgrade soils conditions in this area consisted of silt and medium plastic clay (~2m thick) overlying glacial till. It is also understood that the fill material will likely consist of over-excavated material from storm pond area (consist predominantly of low to medium plastic soils).

Assuming that the fill material is properly placed and compacted, the proposed fill area should not negatively impact the canal stability. The existing soil conditions are considered stable and not slide prone in normal conditions. In addition, low to medium plastic soil conditions typically remain stable at slope gradients of 3H:1V and flatter.



4 LIMITATIONS

This letter is subject to the same limitations presented in PMEL Report No. 21903. We trust that this report fulfills your requirements for this project. Should you require additional information, please contact us.

P. MACHIBRODA ENGINEERING LTD.



PERMIT TO PRACTICE
P. Machibroda Engineering Ltd.

Signature
APEGA #: 88249

Date August 8, 2025
PERMIT NUMBER: P-5862

The Association of Professional Engineers and Geoscientists of Alberta

August 8, 2025

Page 5

Graham Baxter, P.Eng.

Cory Zubrowski, P.Eng. GB:CZ:zz

ATTACHMENTS:

Appendix A ISL Drawing



APPENDIX A

ISL Drawing





June 12, 2025

Lethbridge County $#100, 905 - 4^{th}$ Ave S Lethbridge, AB T1J 4E4 email: hjanzen@lethcounty.ca

RE: Bylaw 25-018

Rural Agriculture to Grouped Country Residential

SE-06-08-20-W4M

ATT: Hilary Janzen, Manager Planning and Development

The St. Mary River Irrigation District (SMRID) has reviewed this application, for the future subdivision and development to be approved, the District **objects** to approval of the development as presented.

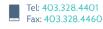
• SMRID has serious concerns regarding the proposed location of the stormwater pond in close proximity to the canal. The potential for seepage and instability is significant, particularly with respect to slope failures on the interior slope of the storm pond. These geotechnical risks pose a direct threat to the integrity of the adjacent canal infrastructure.

While Section 179 of the Irrigation Districts Act provides SMRID with exemption from seepagerelated claims, this legislative protection does not extend to Lethbridge County. Consequently, any seepage or failure issues originating from the pond may create liability exposure for the County.

SMRID is not concerned with the hydrologic analysis or sizing of the stormwater retention pond, however, the current design exhibits fundamental flaws and cannot be approved in its present form. The issues identified will require substantial redesign of the stormwater management system, which will, in turn, significantly impact the overall site development plan.

SMRID strongly recommends that the storm pond be relocated or redesigned with appropriate geotechnical safeguards to ensure the long-term stability of both the pond and the canal system. Should damage occur to SMRID infrastructure as a result of the storm pond, SMRID will expect the responsible party to undertake and fund all necessary repairs. SMRID strongly recommends proactive redesign to avoid long-term risk and costly consequences.

- SMRID canal banks cannot be utilized for access and must be protected from construction activity.
- In order for SMRID to execute the consent to register a subdivision, any outstanding balances owed by the applicant will need to be paid in full.
- A fee of \$250.00 plus G.S.T. will be due upon approval of the future subdivision application by the District.







If you have any further questions or concerns, please contact our Lethbridge office at (403)328-4401.

Yours truly,

Phyllis Monks

Central Land Administrator

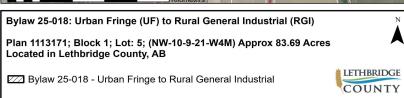
LETHBRIDGE COUNTY IN THE PROVINCE OF ALBERTA

BYLAW NO. 25-018

Bylaw 25-018 of Lethbridge County being a bylaw for the purpose of amending Land Use Bylaw 24-007, in accordance with Sections 230, 606 and 692 of the Municipal Government Act, R.S.A. 2000, Chapter M-26.

WHEREAS the purpose of Bylaw 25-018 is to re-designate Plan 1113171 Block 1 Lot 5 in the NW 10-9-21-W4 from Urban Fringe to Rural General Industrial as shown below;





AND WHEREAS the re-designation of the lands will allow for uses as allowed in the Rural General Industrial District.

AND WHEREAS the municipality must prepare an amending bylaw and provide for its notification and consideration at a public hearing;

NOW THEREFORE, under the authority of the Municipal Government Act, R.S.A. 2000, C-26, as amended, the Council of Lethbridge County in the Province of Alberta duly assembled does hereby enact the following, with the bylaw only coming into effect upon three successful reading thereof;

GIVEN first reading this 19th day of June 2025.

	R	eeve
		hief Administrative Officer
GIVEN second reading this	day of _	, 20
		Reeve
		Chief Administrative Officer
GIVEN third reading this	day of	, 20
		Reeve
		Chief Administrative Officer

AGENDA ITEM REPORT



Title: Bylaw 25-021 - Road Closure, Sale and Consolidation of a portion of "Pothole

Creek Road" - Public Hearing.

Meeting: Council Meeting - 04 Sep 2025

Department: Development & Infrastructure

Report Author: Devon Thiele

APPROVAL(S):

Cole Beck, Chief Administrative Officer

Approved - 03 Sep 2025

STRATEGIC ALIGNMENT:

X



Governance

Relationships

Region

Prosperity

EXECUTIVE SUMMARY:

The proposed Bylaw 25-021 includes the closure and consolidation of a portion of the "Pothole Creek Road", extending though a portion of NE 17-7-21-4 and SE 20-7-21-4. The portion of the road allowance for consideration is currently undeveloped and has generally been used by adjacent landowner(s).

RECOMMENDATION:

That the proposed road closure be sent to the Minister of Transportation for Approval.

REASON(S) FOR RECOMMENDATION(S):

Prior to receiving second and third reading the Bylaw must be sent to the Minister of Transportation for Approval. Once the Bylaw receives Ministerial approval, second and third reading of the Bylaw can proceed.

PREVIOUS COUNCIL DIRECTION / POLICY:

Bylaw 25-021 was given first reading on July 10, 2025.

Policy 109A - Road Allowance Closure & Sale approved by County Council on November 5, 2020.

BACKGROUND INFORMATION:

The proposed road closure and consolidation would allow for the existing undeveloped road allowance to be divided between the adjacent landowners and consolidated into their adjacent parcels, as per Schedule A of Bylaw 25-021.

This road was initially closed in 1989 for the purpose of leasing the right of way, and currently remains closed under Bylaw 903. Should this Bylaw receive third reading, Bylaw 903 would be repealed.

This application was referred to the two adjacent landowners. A total of seventeen submissions were received in opposition to this Bylaw.

In addition to the above objections, the County was also served with an injunction application which is scheduled to be heard on September 3, 2025.

ALTERNATIVES / P None.	ROS / CONS:			
	_			
FINANCIAL IMPACT	Γ:			
There will be no cost	to the recipients of t	he lands included v	within the proposed roa	ad closure.
	•			
LEVEL OF PUBLIC	PARTICIPATION:			
Inform	PARTICIPATION: Consult	☐ Involve	Collaborate	Empower
_	_	☐ Involve	Collaborate	Empower
_	_	☐ Involve	Collaborate	Empower

LETHBRIDGE COUNTY IN THE PROVINCE OF ALBERTA

BYLAW NO. 25-021

A Bylaw of Lethbridge County to close to public travel and dispose of portions of a public roadway for the purpose of title creation and land consolidation, pursuant to Section 22 of the Municipal Government Act, RSA 2000, c M-26.

WHEREAS, Road Plan 3092AZ and Road Diversion Plan 1167EZ, known locally as Pothole Creek Road, were closed to public travel by Bylaw No. 903 in 1989 for the purpose of leasing, and not for the purpose of disposition or title consolidation;

WHEREAS, The said land continues to be vested in the Crown in Right of Alberta pursuant to Section 16 of the Municipal Government Act due to the limited intent of Bylaw No. 903;

WHEREAS, Council now desires to repeal Bylaw No. 903 and close the same lands with the specific purpose of obtaining title in the name of Lethbridge County, and to dispose of and consolidate the land into adjacent private land titles;

WHEREAS, The lands hereafter described are no longer required for public travel;

WHEREAS, Council of Lethbridge County has complied with the requirements of Section 22 and Section 606 of the Municipal Government Act by providing proper notice of its intention to pass this bylaw and has received no valid petition or objections;

WHEREAS, The Minister of Transportation and Economic Corridors has granted written approval to this bylaw as required by Section 22(3) of the Act;

NOW THEREFORE, BE IT RESOLVED THAT the Council of Lethbridge County, duly assembled, enacts as follows:

- 1. Closure
 - The following road allowances are hereby permanently closed to public travel:
- All that portion of Road Plan 3092AZ lying within NE 17-7-21-W4M and SE 20-7-21-W4M north of Pothole Creek;
- All that portion of Road Plan 1167EZ lying within NE 17-7-21-W4M and SE 20-7-21-W4M north of Pothole Creek;
- As more particularly described and shown on Schedule "A" attached hereto and forming part of this Bylaw.
- 2. Title and Disposition
 - The closed portions of roadway described in Section 1 shall:
- Be vested in the name of Lethbridge County upon registration;
- Be eligible for transfer and disposition in accordance with Section 70 of the *Municipal Government Act*, RSA 2000, c M-26, as amended; and
- May be consolidated with adjacent land titles as approved by Council.

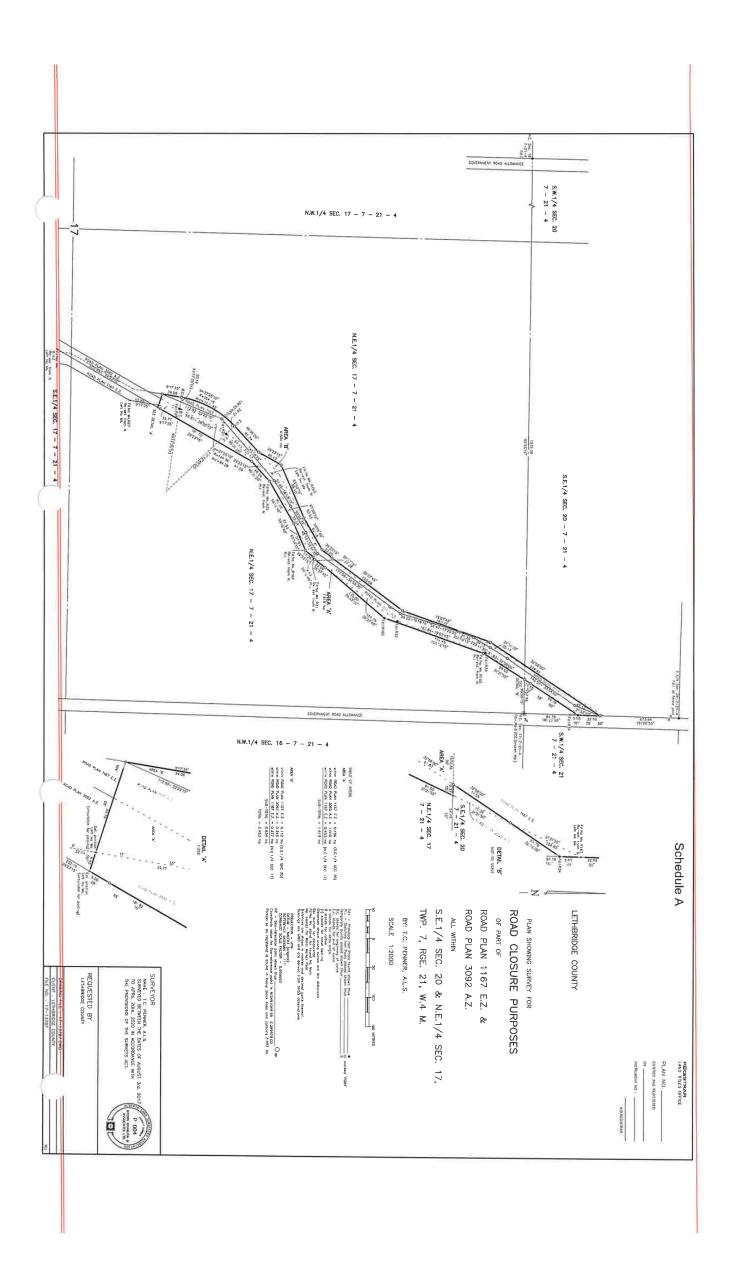
Specifically:

- The east portion of the closed road (identified as 'AREA 'A" on survey)

containing 1.619 hectares more or less excepting thereout all mines and minerals will be consolidated at no cost to Felger Farming Co. Ltd.

- The west portion of the closed road (identified as 'AREA 'B") containing 0.834 hectares more or less excepting thereout all mines and minerals will be consolidated at no cost to TwoGee Developments Ltd.
- Final consolidation boundaries will align with Road Plan 3092AZ and Road Plan 1167EZ as illustrated in Schedule A.

Survey and Registration Final plans of survey (e.g. Plan) shall be prepared and registered
	e to facilitate title creation and legal
4. Repeal Bylaw No. 903 is hereby repealed in	its entirety.
Be read a FIRST time this 10 th day of July,	Reeve Chief Administrative Officer
Approved this day of	, 2025.
	Minister of Transportation
Be read a SECOND time this day of	, 2025.
	Reeve
	Chief Administrative Officer
Be read a THIRD time this day of Ju	ıly, 2025
	Reeve
	Chief Administrative Officer



AGENDA ITEM REPORT



Title: Tax Penalty Reduction Request - Roll #'s 71220300, 15690100 & 15700100

Meeting: Council Meeting - 04 Sep 2025

Department: Corporate Services **Report Author:** Candice Robison

APPROVAL(S):

Cole Beck, Chief Administrative Officer

Approved - 03 Sep 2025

STRATEGIC ALIGNMENT:

X





Governance

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EXECUTIVE SUMMARY:

This report presents a request from the taxpayer regarding a reduction of penalties applied to roll #'s 71220300, 15690100, 15700100.

RECOMMENDATION:

That Council not reduce the tax penalties as requested for roll numbers 71220300, 15690100 & 15700100.

REASON(S) FOR RECOMMENDATION(S):

Administration has made the recommendation to not reduce the tax penalty as penalties have been levied per the Tax Penalty Bylaw #1273. Additionally, a reduction of penalty could set some precedent for future requests of a similar nature

PREVIOUS COUNCIL DIRECTION / POLICY:

Historically County Council has not waived tax penalties, however, the Municipal Government Act states the following with regards to cancellation, reduction, refund or deferral of taxes;

Section 347(1) If a council considers it equitable to do so, it may, generally or with respect to a particular taxable property or business or a class of taxable property or business, do one or more of the following, with or without conditions:

(a)cancel or reduce tax arrears;

(b)cancel or refund all or part of a tax;

(c)defer the collection of a tax.

BACKGROUND INFORMATION:

On August 21, 2025, we received an email from Lean Roman, Accounts Payable for Cando Rail & Terminals, requesting a reduction in the tax penalty amounts. The tax payment for the July 31, 2025, deadline was received by the County on August 15, 2025, which was 15 days past the due date. The

taxpayer explained that the delay was the result of an office relocation that occurred on March 24, 2025, from Unit 400-740 Rosser Avenue, Brandon MB, to Unit C-4110 Victoria Avenue, Brandon MB. This move caused delays in receiving and processing the mailed tax bill. The taxpayer also noted that payment was made in full before the issuance of a tax reminder notice, which was dated September 6, 2025. In light of these circumstances, the taxpayer has formally requested that Council consider a reduction of the penalty, citing the delay as being beyond their direct control. They have requested that the penalty be reduced from \$8,929.20 to \$2,232.30.

ALTERNATIVES / PROS / CONS:						
Approve tax penalty reduction to the amount of \$2,232.30 as requested: PRO - Would satisfy the penalty waiver request. CON - There is a tax penalty bylaw in place, and reducing the penalty would set a precedent for similar future requests.						
FINANCIAL IMPACT:						
Loss of tax penalty in the amount of \$6,696.90.						
LEVEL OF PUBLIC PARTICIPATION:						
Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower						
ATTACHMENTS:						

Tax Penalty Waiver Request

Good afternoon,

Writing to you to send a request to review the penalty incurred for our JUL 31 Due Tax Bills.

We understand we missed to remit the payment on JUL 31, however, we made the payment as soon we located the mailed bills and that was on AUG 15.

Our main office moved from Unit 400-740 Rosser Ave Brandon MB R7A 0K9 to Unit C-4110 Victoria Avenue Brandon MB R7B 4K7 on March 24, 2025.

Is it possible to request for consideration to reduce the penalty as we were able to pay the bills before a Notice was sent to us.

Tax Roll (Account) #	2024	* Int Paid (5%) - Payment Made on Sep 24, 2024	2025	5% Interest (Jul 31 - Sep 30) - 60 Days	5% Interest (Jul 31 - Aug 15) - 15 Days
71220300	95,973.68	-	101,649.38	5,082.47	1,270.62
15690100	72,860.37	3,643.02	75,942.00	3,797.10	949.28
15700100	942.80	47.14	992.56	49.63	12.41
	169,776.85	3,690.16	178,583.94	8,929.20	2,232.30

^{*} Tax Reminder Notice Date -

Sep 06, 2024

^{**} Request to reduce the Penalty based on # of Days Late

Penalty Dates & Penalties:			
July 31, 2025 5%			
Sept 30, 2025 5%			
Nov 30, 2025 5%			
Jan 31, 2026 15%			

Thank you and hoping for your kind consideration.

Lean Roman

Financial Analyst, Accounts Payable

AGENDA ITEM REPORT



Title: 2025 Stirling Wind Community Benefit Scholarship Program

Meeting: Council Meeting - 04 Sep 2025

Department: Corporate Services **Report Author:** Candice Robison

APPROVAL(S):

Cole Beck, Chief Administrative Officer

Approved - 03 Sep 2025

STRATEGIC ALIGNMENT:

iii





Governance

Relationships

Region

Prosperity

EXECUTIVE SUMMARY:

In 2023, County was contacted by Potentia Renewables Inc. regarding community funding through the Stirling Wind Project. The program has been developed as part of their community relations commitment and provides contributions back to the communities in which their wind turbines are constructed. An agreement regarding Stirling Wind Project was approved by Council at the September 21, 2023 Council meeting. As part of the program and agreement, a community benefit scholarship is awarded with a maximum of \$2,000 per scholarship for an annual maximum of \$4,000. The 2025 application deadline was July 31st and all applications were provided to Potentia for their review and recommendations to be brought forward to Council.

RECOMMENDATION:

That County Council approve the Stirling Wind Project Community Benefit Scholarship Program funds in the amount of \$4,000 to the following recipients:

Cherise Overeem \$2,000 Kobe Urasaki \$2,000

REASON(S) FOR RECOMMENDATION(S):

The recommendation has been made based on the decision provided by Potenita Renewables Inc. as both of the applicants are majoring in the fields of technology, engineering and/or sciences as per the application requirements.

PREVIOUS COUNCIL DIRECTION / POLICY:

Council passed the following resolution at the September 21, 2023 Council meeting:

273-2023 Councillor VanderVeen

MOVED that County Council direct administration to sign the

Community Benefits
Agreement with Stirling
Renewable Energy and that
Administration bring back a
plan for the community funding
projects, effective for 2024.
CARRIED

BACKGROUND INFORMATION:

As per the agreement, under Article 5, the scholarship funds fall under the fixed allocation portion of the Community Benefit Fund will be distributed each year based on 60% of the annual contribution with a \$4,000 annual maximum.

The section also states that eligible applicant will be attending attending an accredited University or College in Canada or the United States, ideally in the field of Science, Technology, Engineering or Mathematic. And that, as part of the application process all applications are submitted for review and to determine eligibility by Potentia Renewables Inc. as the provider of the Stirling Wind Grant Funds.

While Potentia has provided their recommendation, Council does have the authority to adjust the allocations as they see fit, with notification of any changes to be provided to Potentia Renewables. Additionally, council can also add funds from its own resources should they decided to do so. These funds would be separate from the funding portion provided by Potentia for the scholarship purposes.

ALTERNATIVES / PROS / CONS:

As the County has an agreement for the funding, the funds must be allocated, however Council does have the following options:

- Council could amend the applications as they see fit.
- Council can add funding from its own resources.

FINANCIAL IMPACT:

There is no additional cost to the County based on the proposed funding allocation, the 2025 grant funds have been received.

LEVEL OF PUBLIC PARTICIPATION:						
⊠ Inform	Consult	☐ Involve	Collaborate	Empower		
ATTACHMENTS:						
Stirling Wind Project Agreement						
Lethbridge County Community-Benefit-Scholarship Application						

COMMUNITY BENEFITS AGREEMENT

THIS AGREEMENT dated as of the 1st day of November (the "Execution Date"), 2023.

BETWEEN:

STIRLING RENEWABLE ENERGY LP, a limited partnership registered in the Province of Alberta, by and through its General Partner, STIRLING WIND PROJECT LTD., a corporation incorporated pursuant to the laws of the Province of Alberta, (the "Proponent");

and

LETHBRIDGE COUNTY,

a county in the Province of Alberta, (the "Recipient")

WHEREAS

- A. The Proponent is developing an approximately 113-megawatt (MW) wind energy facility known as the Stirling Wind Project (the "**Project**") located, in part, within the Recipient's geographical boundaries.
- B. In recognition of the Proponent's community relations efforts the Proponent desires to provide certain contributions more particular described herein for the benefit of the Recipient and its residents in accordance with the terms of this Agreement.
- C. The Parties wish to set out the terms and conditions under which the Annual Contributions will be paid to the Recipient and the terms and conditions upon which the Community Benefit Fund will be established and administered.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the Parties agree with each other as follows:

Article 1 - Definitions

- 1.1 In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
 - (a) "Acting improperly" means to act in breach of a duty of good faith, impartiality or trust;
 - (b) "Agreement" means this Agreement, including all Schedules, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties;

- (c) "Annual Contributions" shall mean Fifteen Thousand Two Hundred and Seventeen (\$15,217.00) Canadian dollars;
- (d) "Anti-Corruption Laws" means all applicable anti-corruption laws, including but not limited to, the *Corruption of Foreign Public Officials Act* (Canada), the *Criminal Code* (Canada), and any other similar legislation in any jurisdiction;
- (e) "Arm's length" has the meaning ascribed thereto in the *Income Tax Act* (Canada);
- (f) "COD" means the date on which commercial operation of the Project is attained within the meaning of a PPA. The expected COD is December 31, 2023. The Proponent will notify the Recipient of COD upon meeting this milestone;
- (g) "Community Benefit Fund" has the meaning ascribed thereto in Section 4.1;
- (h) "Council" means the council of the Recipient;
- (i) "Effective Date" means the date first above written;
- (j) "Expenditure Application" has the meaning ascribed thereto in Section 4.4;
- (k) "Fixed Allocation" has the meaning ascribed thereto in Section 5.1(a).
- (l) "Government Official" means:
 - any officer or employee of a government or public international organization or any department or agency thereof or any government-owned or controlled entity (including government owned enterprises);
 - (ii) any person acting in an official function or capacity for a government or public international organization;
 - (iii) any person who holds a legislative or judicial position of any kind;
 - (iv) any political party or party official, or political office candidate;
 - (v) any individual who holds or performs the duties of an appointment, office or position created by custom or convention, including, tribal leaders and members of royal families:
 - (vi) public bodies performing a function of government and representatives thereof (including bands under the Indian Act (Canada) and the chief and council thereof);
 - (vii) any person who holds themselves out to be the authorized intermediary of a Government Official; and
 - (viii) includes any person not dealing at arm's length with any of the foregoing.

- (m) "Open Allocation" has the meaning ascribed thereto in Section 5.1(b);
- (n) "Parties" means the Proponent and the Recipient and "Party" shall mean either or both of the Parties as the context requires;
- (o) "PPA" means a Power Purchase Agreement and/or an Offtake Agreement entered into between Proponent and third party purchaser.
- (p) "Project" has the meaning set forth in the Recitals hereof;
- (q) "Proponent Marks" has the meaning ascribed thereto in Section 8.7;
- (r) "AESO" means the Independent System Operator, a not-for-profit corporation established under the Electric Utilities Act, SA, c E-5.1, operating as the Alberta Electric System Operator;
- (s) "Term" has the meaning ascribed thereto in Section 2.1; and
- (t) "Turbine" means an individual wind turbine installed as part of the Project for the purposes of producing electric energy.

Article 2 - Term

- 2.1 Subject to Section 2.2, this Agreement shall become effective on Effective Date and shall continue thereafter for a period expiring on the earlier of (i) the date which is 25 years following COD; and (ii) the day all the turbines in the Project are decommissioned (the "Term").
- 2.2 Notwithstanding anything to the contrary in this Article 2, if the COD does not occur within three (3) years of the Effective Date, this Agreement shall terminate and be deemed to be null and void and of no further force or effect.

Article 3 - Annual Contributions by the Proponent and Community Support

3.1 Annual Contributions:

- (a) Subject to the terms and conditions contained herein, commencing within 90 calendar days of COD, and continuing annually within 90 calendar days of the anniversary of the COD throughout the Term, the Proponent agrees to pay the Recipient the Annual Contribution.
- (b) The Annual Contribution for any year in the Term less than 365 days shall be prorated using the percentage that the numbers of days in such year of the Term, as applicable, is to 365.
- Notwithstanding anything to the contrary in this Agreement, the Annual Contribution shall not be payable by the Proponent for any year during the Term in which there exists an event or circumstance (other than ordinary course and scheduled maintenance) that

the Proponent determines has resulted in the loss or material inability of the Project to produce power for at least half of such year which affects 25% or more of the Turbines.

3.2 Community Support:

- (a) In the event that the Recipient (i) proposes or passes a bylaw or authorizes any other municipal action that (1) discriminates against the Proponent, or (2) violates applicable laws, or (ii) defaults under any applicable road use agreement, or (iii) engages in conduct in bad faith in a manner that materially interferes with, unduly delays or frustrates the Proponent's ability to construct, reconstruct, replace, use, monitor, maintain, operate, relocate and/or remove the Project, then the obligation of the Proponent to pay the any Annual Contribution shall be at an end and of no further force and effect.
- (b) The Recipient and the Proponent shall work cooperatively throughout the Term, including meeting at least once each year, to develop and review plans for ensuring that the Proponent is appropriately recognized by the Recipient and its residents for the financial contribution made by the Proponent to the Community Benefit Fund for the betterment of the community.
- (c) Without limiting the generality of the foregoing, the Recipient and the Proponent shall consult and agree on specific protocols for public recognition and branding of initiatives financed in large part from the Community Benefit Fund. For the purpose of publicly recognizing and branding initiatives financed using the Community Benefit Contributions received from the Proponent, the Recipient shall ensure that such level of public recognition and branding is commensurate with the amount that such financing is to the total cost of the particular initiative. In no event shall funds spent on any public recognition and branding exceed \$500.00 per year, unless both the Proponent and Receipt agree in writing.

Article 4 - Creation and Administration of Community Benefit Fund

- 4.1 The Recipient agrees to establish a segregated community benefit fund (the "Community Benefit Fund") financed solely by the Annual Contributions made by the Proponent. Subject to the limitations set forth in Section 4.2, the Community Benefit Fund shall be utilized in any lawful manner by the Recipient in its discretion provided that such uses shall be exclusively for the benefit of the Recipient and its residents.
- The Parties acknowledge and agree that the Proponent has certain legal, regulatory and business standards and company policy interests with respect to anti-bribery matters and Anti-Corruption Laws. Therefore, the Recipient agrees that the Community Benefit Fund and the Annual Contributions received by the Recipient pursuant to this Agreement shall not be used for any unlawful, improper or unethical purpose, including the provision of benefits to the Recipient's employees, representatives or consultants or other such persons who have or could reasonably be perceived as having any improper conflict of interest with the Recipient or its elected or appointed representatives that could, in each case, give rise to perceptions of corruption or conflict of interest. For certainty, and without limiting the generality of the foregoing, the Recipient acknowledges and agrees that the Community Benefit Fund shall not

be used in respect of:

- (a) the provision of any payments, compensation or benefits of any kind to elected officials, officers, employees, contractors, volunteers and agents of the Recipient, or to any person not dealing at arm's length with any of the foregoing including, without limitation, family members of such persons; and
- (b) the provision of any payments or expenditures by the Recipient in respect of general operating expenses of the Recipient (*provided*; that the Community Benefit Fund may be used in respect of direct expenses incurred by the Recipient for administration of this Agreement including, without limitation, advertising, photocopying, postage and stationery);
- 4.3 By way of example, and without in any way impeding the generality of the limitations set forth immediately above, the Community Benefit Fund is intended to fund community projects, events, or other one-time capital improvements from which the Recipient and its residents will realize a benefit.
- 4.4 Subject to Section 4, all proposed expenditures or application of funds from the Community Benefit Fund shall require approval by the Council in a public forum and shall necessarily include a written report detailing such approved expenditures or application of funds. The Recipient shall, by no later than May 30 of each year of the Term following the first year that an Annual Contribution is received by the Recipient provide a written report to the Proponent of monies received and expenditures made out of the Community Benefit Fund, including a detailed description of the initiatives on which the funds were spent, during the preceding year. The Recipient shall not be obligated to approve or distribute one hundred percent (100%) of the funds related to any Annual Contribution in any year of the Term and such funds may accrue up to an aggregate maximum amount of Fifty Thousand (\$50,000.00) Canadian Dollars and be distributed in subsequent years of the Term in accordance with this Agreement.
- 4.5 If the Recipient proposes to use the Community Benefit Fund for an expenditure which, notwithstanding the primary intention of the expenditure being for the benefit the Recipient and its residents, may reasonably be considered as a real or apparent impropriety or corruption, conflict of interest, illicit use of influence, offering or soliciting improper payment to any Government Official or to any person to influence that or another person to act in breach of a duty of good faith, impartiality or trust, to reward the person for acting improperly, or where the recipient may be considered to be acting improperly by receiving the thing of value, then the Recipient agrees that it shall, prior to submitting the proposed expenditure to Council in accordance with Section 4.3, first submit an application to the Proponent for the Proponent's prior written approval of such expenditure (the "Expenditure Application"). In reviewing the Expenditure Application, the Proponent may request (subject to applicable laws) any additional information from the Recipient that it deems necessary to inform the Proponent of such application and render its decision in respect of the Expenditure Application. The Proponent covenants and agrees to review any Expenditure Application and render its decision in a commercially reasonable time period.
- 4.6 Upon reasonable notice to the Recipient, the Proponent shall have the right to inspect all

- records created and maintained which relate to the transactions undertaken by the Recipient with regard to the Community Benefit Fund.
- 4.7 The Parties acknowledge that the Annual Contributions and the Community Benefit Fund established pursuant to this Agreement:
 - (a) have not been, or will not be, paid by the Proponent to secure any improper advantage applicable to the activities under this Agreement or the Project or applicable to either of the Parties or their respective affiliates in relation to the activities under, or funds paid or distributed under, this Agreement, in respect of the Community Benefit Fund;
 - (b) shall not be construed to create any obligation (including any obligation of favourable treatment) of the Recipient to the Proponent, except as specifically set out herein; and
 - (c) are for the overall benefit of the Recipient and its residents and in recognition of the Proponent's community relations efforts.
- 4.8 It is understood that any contracts entered into between the Proponent and the Recipient are not intended to secure any improper advantage for the Proponent under this Agreement or with respect to the Project.
- 4.9 The Parties have not made, offered or accepted, and shall not make, offer or accept, any payment, gift, promise or other advantage, whether directly or through affiliates or intermediaries, in violation of the anti-bribery laws or Anti-Corruption Laws applicable to the activities under this Agreement or in respect of the Project.

Article 5 - Annual Contribution General Guidelines

- 5.1 The Community Benefit Fund will be distributed as follows each year:
 - (a) 60% of the Annual Contribution \$(9,131.00)/annum) to be fixed ("Fixed Allocation") for distribution as per section 5.2 below;
 - (b) 40% of the Annual Contribution (\$6,086.00/annum) to be distributed through an open application process ("**Open Allocation**").
- 5.2 The Fixed Allocation shall be distributed in the following manner:
 - (a) Environmental Education: a minimum of two environmentally focused programs will be conducted in Lethbridge County schools, with reasonable efforts to prioritize R.I. Baker Middle School, John Davidson School and Kate Andrews High School, each year, preferably one entire middle school grade and one high school grade (i.e.: Grade fives and elevens). The full cost of this program will be covered by the fund and the provider of the program will be agreed upon by the Recipient and Proponent. Annual maximum \$4,000.00.
 - (b) University or College Scholarships: a minimum of one scholarship to be awarded to high achieving student(s) currently enrolled in Lethbridge County schools with

reasonable efforts to prioritize Kate Andrews High School, that are attending an accredited University or College in Canada or the United States, ideally in the field of Science, Technology, Engineering or Mathematics, the following year. Annual maximum per scholarship: \$2,000.00. Annual maximum for all scholarships: \$4,000.00.

- (c) Community Fee Assistance Program: a subsidy program to provide funds directly to programs on behalf of eligible individuals to access recreation, arts, libraries, culture programs or activities (i.e.: swim passes/lessons, arts. or sport program registration (formal or drop-in); or community provided transportation for necessities or programs (i.e.: handi-bus vouchers/passes). Barons Eureka Warner Family and Community Support Services will administer the Community Fee Assistance Program, and in doing so establish parameters for eligibility, application process and complete list of eligible expenses.
- (d) Where funds remain after the fulfillment of section 5.2a and b. above, or where a suitable program cannot be provided the balance of the fixed allocation funds may be made available through the Community Fee Assistance Program or Open Allocation process. Recipient will notify Proponent if funds are unable to be allocated per section 5.2a and b.

5.3 The Open Allocation process is detailed below:

- (a) Applications will be accepted from any locally based registered organization or party on an annual basis. Complete applications must be submitted to the Recipient prior to March 1st of each calendar year. Applications will be created and provided on the Recipient's website. A link to the applications will also be inserted on the Proponent's website.
- (b) Open Allocation funding recommendations will be made by the Recipient's Community Services Coordinator in cooperation with a representative of the Proponent with final approval by Recipient's Council. A representative of the Proponent will be invited to review the Open Allocation applications by March 15 and recommend applications to the Recipient by April 15.
- (c) Any funding that is not allocated will be reallocated to the Community Fee Assistance Program or carried over to the next intake.

5.4 Open Allocation funding categories include

- (a) Environmental enhancement projects, events or initiatives that improve environmental quality, reduce environmental degradation, or increase community awareness of environmental issues
- (b) Social Welfare projects, events or initiatives that provide support to at-risk groups or individuals within the community

- (c) Arts & Culture projects, events or initiatives that celebrate local artists or culture or provide opportunities for groups or individuals to experience or create art
- (d) Health and Wellness projects, events or initiatives that promote healthy lifestyles and choices and general community wellness
- (e) Education & Science projects, events or initiatives that support learning and use of technology and innovation to improve the community
- (f) Emergency Relief projects, events or initiatives that support individuals or businesses to adapt or recover from emergency situations.
- (g) Applications will be required to submit the appropriate form and provide any details deemed necessary by the Recipients review committee.
- (h) Fixed and Open Allocation funding decisions will be announced by June 15th, and all applicants will be advised in writing of the status of their application. All Fixed and Open Allocation funding decisions will be approved by the Recipient's Council.

Article 6 - Annual Contribution General Eligibility, Approval and Accountability

- 5.5 Eligible organizations or parties based in the Recipients geographical boundaries include:
 - (a) Charitable organizations registered with CRA
 - (b) Registered or incorporated not-for-profit organizations, under the Agricultural Societies Act, The Alberta Societies Act or Part 9 of the Companies Act, in good standing
 - (c) Schools
 - (d) Individuals or groups at the discretion of the Recipient and Proponent
- 5.6 Funding is not intended for ongoing operations or expenses, but to fund projects, special events or initiatives. Projects should be generally available to or benefit the community as a whole and funding should be utilized within an 18-month period from approval. Projects fulfilling more than one funding category and/or located within the Palliser School Division and Lethbridge County boundaries will be given preference. Funding can be provided for any amount between \$100 and \$10,000 annually. Examples include educational programs, capital projects or equipment (i.e.: community garden enhancements, school upgrades, playgrounds, seniors centre), community events related to funding categories (i.e.: Farmer's Market, Long Table, Culture Days, Children's Festival, Music or Art festivals), or initiatives (i.e.: Holiday Train, Plein Air Paintout, Artisan Markets, etc.).
- 5.7 Ineligible projects, organizations and parties include:
 - (a) Individuals or individual pursuits unless approved by Council for consideration
 - (b) For profit organizations

- (c) Projects occurring outside Lethbridge County or surrounding area
- (d) Sporting events, tournaments, bonspiels, etc.
- (e) Third party fundraisers or fundraising events
- (f) Conferences, trade shows, conventions (unless directly related to the funding categories)
- (g) Private foundations
- (h) Expenses incurred prior to project approval
- 5.8 The following factors shall be considered during the approval process:
 - (a) Community enhancement/enrichment
 - (b) Environmental protection/enhancement
 - (c) Overall community impact
 - (d) Efficient use of funds
- 5.9 Accountability of Funds:
 - (a) Applicants provided financial support in amounts of \$1,000 or greater, pursuant to this policy will be required to provide a report on their project including how the funds were expended and the benefits to the community and their participants.
 - (b) The program, event or activity will be undertaken without alteration from the description in the application.
 - (c) The entire amount of financial support provided must be used exclusively for the program, event or activity identified in the application.
 - (d) If the organization is unable to conduct the program, event or activity in the current year, a written letter of request for an extension must be submitted. If an extension request is not received, or if an extension is not granted, the organization shall return the funds provided by the County.
 - (e) The support of the County and Stirling Wind shall be recognized during the program, event or activity in the manner described in the application.
 - (f) Programs, events, and activities receiving support pursuant to this policy must be conducted in accordance with all applicable laws, statutes, and regulations.

(g) Organizations receiving support pursuant to this policy must repay to the County any unexpended portion of the funds provided, or any amounts expended for the purposes other than those specified in the application.

Article 7 - Representations, Warranties and Covenants of the Recipient

- 7.1 As of the date hereof and throughout the term of this Agreement, the Recipient represents, warrants, and covenants to and with the Proponent that:
 - (a) the Recipient has obtained approval and has authority to execute and deliver this Agreement and to perform its obligations hereunder;
 - (b) this Agreement has been duly executed and delivered by the Recipient and constitutes a valid and binding obligation of the Recipient enforceable against it in accordance with its terms;
 - (c) the existence of this Agreement and the commitments under this Agreement will in no way influence or be considered by the Recipient in connection with its decision- making processes relating to any decisions concerning the Proponent or in respect of the issuance of any permits or approvals by the Recipient for which it could exercise influence over either for or against the Proponent;
 - (d) the Recipient will comply with all applicable Anti-Corruption Laws;
 - (e) the receipt and/or use (as applicable) of the Annual Contributions and the Community Benefit Fund by the Recipient does not and will not violate any applicable laws, including but not limited to any anti-bribery laws or Anti- Corruption Laws;
 - (f) no part of the Annual Contributions or the Community Benefit Fund has been or will be offered, promised, or given, directly or indirectly (including through an agent, subcontractor, or other intermediary):
 - (i) to or for the personal benefit of any Government Official in order to influence or reward official action; or
 - (ii) to any person to influence that or another person to act in breach of a duty of good faith, impartiality or trust, to reward the person for acting improperly, or where the recipient would be acting improperly by receiving the thing of value;
 - (g) neither the Recipient nor any of its representatives, agents or administrators will receive or agree to accept any payment, gift or other advantage which violates Anti- Corruption Laws in relation to the Proponent, this Agreement or the Community Benefit Fund;
 - (h) the Recipient will not, without prior written consent of the Proponent, assign or delegate any of its rights or obligations under this Agreement to a third party. The Recipient will not share any part of the Community Benefit Fund with third parties except as authorized under this Agreement or otherwise authorized in writing by the Proponent;
 - (i) all reporting obligations, including the conditions contained or contemplated herein and

- any obligations to regulatory agencies and tax authorities, will be met in connection with the Community Benefit Fund and the use thereof;
- (j) the Recipient will notify the Proponent promptly, and in any event within three (3) business days, upon becoming aware of any breach, imminent breach or suspected or potential breach of this Agreement by the Recipient or its representatives, agents or administrators; and the Recipient will communicate all of the representations and warranties set out in this Agreement to all persons who perform services for it or on its behalf in relation to the Proponent or the Community Benefit Fund, including any contractors, agents or representatives.
- 7.2 In the event that the Proponent has reason to believe that a breach of any of the conditions, representations, warranties or undertakings in this Agreement has occurred or is imminent, the Proponent may, in its sole and unfettered discretion, take any or all of the following actions:
 - (a) withhold any contributions under this Agreement until such time as it has received confirmation to its satisfaction that no breach has occurred or is likely to occur;
 - (b) take such other steps as are reasonably necessary to avoid a violation of Anti-Corruption Laws and amending this Agreement to include such additional conditions, representations, warranties, undertakings, and other provisions as it believes necessary, and the Recipient hereby agrees that this Agreement will be so amended to include such additional provisions;
 - (c) report any conduct that constitutes or may constitute a violation of applicable Anti-Corruption Laws to the appropriate authorities; or
 - (d) terminate this Agreement immediately in the event that the Proponent concludes, in its sole opinion, that the Recipient has breached any condition, representation, warranty, or undertaking under this Agreement relating to compliance with Anti- Corruption Laws, or that any such breach is likely to occur unless the Agreement is terminated.
- 7.3 The Recipient acknowledges and agrees to the restrictions regarding the management, administration, allocation, distribution and use of the Community Benefit Fund by the Recipient pursuant to this Agreement and understands that these restrictions reflect the Proponent's diligence in ensuring that it remains in compliance with all relevant foreign and domestic anti-bribery legislation and Anti-Corruption Laws at all times. The Recipient shall work cooperatively with the Proponent and make reasonable commercial efforts to implement additional reasonable governance processes, business standards, procedures and controls regarding anti-bribery and anti-corruptions in relations to its obligations under this Agreement, including those necessary to avoid any real or apparent impropriety or corruption, conflict of interest, illicit use of influence, offering or soliciting improper payment and interference with the Proponent's development, management and ownership of the Project and the use of the Community Benefit Fund.
- 7.4 Notwithstanding anything to the contrary herein, the Recipient, in its administration and management of the Community Benefit Fund, shall refrain from offering, giving or promising, directly or indirectly in any manner whatsoever, money or anything of value to a

Canadian or foreign Government Official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person.

Article 8 - General

- 8.1 The Recipient is responsible for all taxes imposed on it in connection with the receipt and use of the Annual Contributions by the Recipient. The Proponent shall have no liability with respect to any such taxes. Upon request by the Proponent, the Recipient agrees to use reasonable efforts to cooperate and deliver any documentation relating to the Annual Contributions, the Community Benefit Fund or this Agreement, which the Proponent deems necessary to prepare or inform the Proponent's tax filings.
- 8.2 The Proponent shall not be liable for any loss, injury, or damage to the Recipient or for any loss, injury or damage to its elected officials, officers, employees, representatives, servants, contractors, and agents or to the property of the Recipient or its elected officials, officers, employees, representatives, servants, contractors, or agents, resulting from or relating to this Agreement, the Annual Contributions or the Community Benefit Fund.
- 8.3 The Recipient agrees to indemnify the Proponent against any claims, losses, costs, fines, or damages that arise in connection with the Annual Contributions, the Community Benefit Fund and/or a violation of the terms and conditions of this Agreement.
- 8.4 The Recipient shall keep proper books and records of transactions in accordance with the Municipal Government Act, the Public Sector Accounting Board (PSAB) and applicable County policies in relation to the Annual Contributions, the Community Benefit Fund and its uses thereof. The Recipient shall also use appropriate internal accounting controls to ensure that transactions and payments are recorded as necessary for the purpose of preparing financial statements in accordance with applicable accounting standards.
- 8.5 The Proponent or its designee has the right to audit and monitor the Recipient's receipt and use of the Annual Contributions and the Community Benefit Fund for a term of not less than seven (7) years from the date of receipt of the final Annual Contribution by the Recipient. Such an audit may include, but is not limited to, a review of all documents concerning the Annual Contributions and the Community Benefit Fund and its use, as well as interviews regarding the same with the Recipient's employees, representatives or other personnel. The Recipient will cooperate with any such audit, including providing the Proponent with documents requested in original form and making available individuals for interview as the Proponent may deem necessary.
- 8.6 The Recipient is required to keep all records relating to the Annual Contributions and the Community Benefit Fund and its uses thereof for not less than seven (7) years following the termination or expiry, as applicable, of this Agreement.
- 8.7 In recognition of the Proponent's Annual Contributions and the establishment of the Community Benefit Fund and further to the obligations set forth in Section 3.2(b) and (c), the Recipient agrees that it will unless otherwise requested by the Proponent display the

Proponent's corporate name, logos, marks and signage (the "Proponent Marks"), as reasonable and applicable, on the Recipient's infrastructure or at any applicable community event for which the Community Benefit Fund was utilized in respect thereof. The parties agree that, prior to the Recipient utilizing or displaying the Proponent Marks, the Recipient shall provide the Proponent with thirty (30) days' written notice of its intention to display any such Proponent Marks in each instance, and the Proponent shall have an ability to request changes in the use or display of such Proponent Marks or, in the Proponent's sole discretion, reject the use of the Proponent Marks by the Recipient in respect of a particular matter.

- This Agreement shall be governed by the laws of the Province of Alberta and the laws of 8.8 Canada applicable therein.
- This Agreement constitutes the entire agreement between the Parties pertaining to the Annual 8.9 Contributions and the Community Benefit Fund and overrides and hereby renders null and void any and all prior agreements, discussions, undertakings, correspondences, statements, understandings, or communications whatsoever, whether written or oral, regarding the subject matter of this Agreement.
- 8.10 Any notices or statements to be delivered or given by either Party to this Agreement must, unless otherwise permitted, be in writing and shall be delivered to the address and to the individual indicated below:
 - (a) to the Recipient:

Lethbridge County 100,905 4th Avenue South Lethbridge, Alberta T1J 4E4

Attention: Cole Beck, Chief Administrative Officer

Email: cbeck@lethcounty.ca

to the Proponent:

Stirling Renewable Energy LP c/o Potentia Renewables Inc. 200 Wellington Street West, Suite 1102 Toronto, ON M5V 3C7

Attention: Legal

Email: legalnotices@potentiarenewables.com and windbm@potentiarenewables.com

8.11 Either Party may give notice to the other Party hereto in the manner herein provided of a change of address or designation of individual. Any notices personally delivered or delivered by electronic mail shall be deemed given when so delivered; and any notices mailed shall be deemed to have been given on the third business day after being mailed by registered mail, provided if there is any disruption in postal service, they shall be deemed to have been given and received on the day of actual delivery.

- 8.12 This Agreement shall in no way be interpreted and construed as creating any agency, partnership, joint venture relationship, or taxable entity between the Parties for any purpose whatsoever. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, predecessors, successors and permitted assigns.
- 8.13 All references in his Agreement to dollars are in Canadian currency.
- 8.14 All of the provisions of this Agreement shall be treated as separate and distinct, and if any provision hereof is declared invalid, the other provisions shall nevertheless remain in full force and effect.
- 8.15 This Agreement may only be amended in writing by the parties. The non-exercise of, or delay in exercising, any power or right under this Agreement does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right of a Party under this Agreement may only be waived in writing by that Party.
- 8.16 This Agreement may be executed in any number of original or electronic PDF counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement.

[This space intentionally left blank; execution page to follow.]

IN WITNESS WHEREOF the Parties have executed this Agreement with effect as of the date first above written.

Lethbridge County	Stirling Renewable Energy LP, by and through its general partner, Stirling Wind Project Ltd.
Signature:	Signature:
Name:	Name:
Title:	Title:
Authorized Representative of Recipient Signature: Name: Cole Beck	Authorized Signatory of the Proponent
Title: Chief Administrative Officer Lethbridge County Authorized Representative of Recipient	





Lethbridge County Community Benefit Scholarship Program

Lethbridge County has collaborated with Stirling Wind Project to offer a Community Benefit Scholarship.

A minimum of one university or college scholarship to be awarded annually to high achieving student(s) currently enrolled in Lethbridge County Schools. Eligible applicants who are planning to further their studies in the field of Science, Technology, Engineering or Mathematics in the following year are invited to apply.

Annual maximum per scholarship: \$2,000, with an annual maximum of \$4,000 for all scholarships.

Application packages are available online at www.lethcounty.ca

For additional information on the programs, criteria and distribution please review the Stirling Wind Project Community Benefit Fund or contact Lethbridge County's Director, Corporate Services (403)-328-5525 or jplace@lethcounty.ca

Application deadline:

July 31st



Scholarships are available to students living in Lethbridge County that are furthering their education at a recognized post-secondary institution. A minimum of one university or college scholarship to be awarded to high achieving student(s) currently enrolled in Lethbridge County Schools. Eligible applicants who are planning to further their studies in the field of Science, Technology, Engineering or Mathematics in the following year are invited to apply.

Please read the following information and instructions carefully before completing the application form.

Information

- 1. Funding is not available to persons qualifying for or participating in job training assistance grants or previous scholarship recipients.
- 2. Up to \$4000 in Scholarships annually with a maximum award of \$2000 depending upon the number of applicants that meet the criteria.
- 3. Applications and the required documentation will be reviewed.
- 4. Successful applicants will be selected on the grounds of academic merit, school and community activities and their mark on the application essay.
- 5. Funds awarded will be made payable to the student's post-secondary institution with the conditions that funds be used for tuition, learning resources or room and board. Should the student leave the institution prior to the funds being expended, the balance will be returned to Lethbridge County.
- 6. The Lethbridge County Community Benefit Scholarship application packages are available from the Lethbridge County Administration Office or on the Lethbridge County Website at lethcounty.ca.
- 7. For further information contact Jennifer Place, Director, Corporate Services at jplace@lethcounty.ca.

Instructions

- Applications are accepted by email, online, mail, or delivery in person on or before July 31st.
- 2. Submit a short essay (100 word minimum—200 word maximum) introducing yourself and outlining your career goals. Include any contributions made to your local community or school through volunteering or extracurricular activities.

- 3. Supply a copy of your high school academic report and preceding post-secondary semester grades if applicable.
- 4. Submit a copy of your letter of acceptance stating the course of studies from the post-secondary institute you are attending.
- 5. Please submit a head and shoulder photograph of yourself. Wallet sized graduation pictures are acceptable. If you are selected for a scholarship this photograph will be used for a press release. Your photograph will not be returned if mailed.
- 6. You will be notified of the results by September 1st.

Send completed application with the required supporting information to:

Lethbridge County #100, 905 - 4th Avenue South Lethbridge, AB T1J 4E4

Attention: Jennifer Place, Director, Corporate Services

Email: jplace@lethcounty.ca

Scholarship Application Applicant Information

Name:

to:

Rural/Civic Address:	
Phone Number:	
E-Mail:	
Post-Secondary School:	
Declaration	
I declare that the information I have provided is accurate awarded a bursary, I agree to comply with all terms pertain	, , , , , , , , , , , , , , , , , , , ,
Applicant Signature	 Date
* Applications must be post marked on or before July 31st.	No late applications will be accepted.

Lethbridge County #100, 905 - 4th Avenue South Lethbridge, AB T1J 4E4

Send completed application with the required supporting information

Attention: Jennifer Place, Director, Corporate Services

Online: Link to Website Application

Under the Freedom of Information and Protection of Privacy Act (FOIP) s.33 (c) personal information collected is necessary for the operation and activities of the Community Benefit Program. Questions regarding the collection of personal information can be directed to the FOIP Coordinator at (403) 328-5525 or dirwin@lethcounty.ca



Submit a short essay (100 word minimum-200 word maximum) introducing yourself, providing some background for the selection committee to get to know you. Outlining your career goals and how you think your education will impact the Community. (Use additional paper if needed)				

AGENDA ITEM REPORT



Title: 2025 Bursary Awards

Meeting: Council Meeting - 04 Sep 2025

Department: Council

Report Author: John Kuerbis, Lorne Hickey, Mark Sayers

APPROVAL(S):

Cole Beck, Chief Administrative Officer

Approved - 03 Sep 2025

STRATEGIC ALIGNMENT:







Governance

Relationships

Region

Prosperity

EXECUTIVE SUMMARY:

The Bursary Ad-Hoc Committee convened on August 21, 2025, to review bursary applications for eligibility and to select this year's recipients. A total of 13 applications were submitted by the June 1 deadline. The caliber of applicants demonstrated through their academic achievements, community involvement, extracurricular participation, and post-secondary aspirations continues to be truly impressive.

After a thorough review and thoughtful discussion, the committee has selected three outstanding students to each receive a bursary of \$1,500.

RECOMMENDATION:

That County Council awards the 2025 Bursary in the amount of \$1,500 each to be presented at the County Council meeting on September 18, 2025 to the following recipients:

- 1) Anna Campmans
- 2) Ava Okubo
- 3) Ethan Honess

REASON(S) FOR RECOMMENDATION(S):

The Committee's recommendation aligns with Policy# 182 guidelines.

PREVIOUS COUNCIL DIRECTION / POLICY:

Policy #182 - Bursary Policy

County Council approved funding for the 2025 bursaries within the Council budget through the 2025 Budget Approval in December 2024.

BACKGROUND INFORMATION:

County Council appointed 3 members of Council to review the applications and select the students best suited for this award based on the policy criteria to be present to Council as a whole for final approval. The ad-hoc committee did a thorough review of the applications and used a scoring matrix to determine eligibility based on the requirements set out in the policy.

Lethbridge County Council approved the Bursary Policy #182 in 2020 to offer some financial assistance for Lethbridge County students with their post-secondary education expenses. Initially the bursary was issued to 2 recipients in the amount of \$1,000 each, in 2023 council made the decision to select 3 recipients winners at \$1,500 each and budgeted for a that same amount within the 2025 budget.

Upon review of the applications and scoring against the current policy, the committee has requested that administration review the policy and incorporate some updated criteria and bring a revised draft back to an upcoming meeting for Council's review.

ALTERNATIVES / PROS / CONS:

Council can award just one, two or no bursaries.

PRO - Would reduce the amount of funds issued for the 2025 bursaries.

Consult

CON - There is a policy, resolution and funds in place to support the bursary applications.

Council could award additional bursary's if desired

PRO - Additional applicants would receive some post-secondary financial support.

CON - Does not align with the budget and additional funds would have to be allocated.

FINANCIAL IMP	ACT:						
Bursary funds were included within the 2025 budget for a total of \$4,500.							
-	· · · · · · · · · · · · · · · · · · ·						
LEVEL OF PUBI	IC PARTICIPATIO	N:					
-	_	_	_	_			

Involve

Collaborate

ATTACHMENTS:

⊠ Inform

182BursaryPolicywithScheduleA



Lethbridge County Policy Handbook

EFFECTIVE: February 20, 2020 SECTION: 100 NO. 182 Page 1 of 2

APPROVED BY: County Council SUBJECT: Bursary Policy

REVISED DATE:

PURPOSE:

To provide Lethbridge County Students an opportunity to receive a bursary for postsecondary education.

OBJECTIVE:

To provide some financial assistance to Lethbridge County citizens who are pursuing a post-secondary education.

PARAMETERS:

- 1. <u>Bursary Amount:</u> The amount of and number of bursaries available will be determined annually by Council through the annual budget process.
- 2. <u>Selection Committee</u>: Lethbridge County Council will have full authority in the selection of the recipients.

CRITERIA:

1. Primary Considerations:

Open to any student or adult as qualified by the undernoted conditions:

a) Shall be a resident of Lethbridge County who is attending school within Lethbridge County's Municipal boundaries.

OR

b) Shall have at one time attended school within Lethbridge County's Municipal boundaries.

2. <u>Secondary Considerations:</u>

Based on an academic standing sufficient to achieve stated goals. Based on good citizenship demonstrated through community and social participation, volunteer work, etc.



Lethbridge County Policy Handbook

EFFECTIVE: February 20, 2020 SECTION: 100 NO. 182 Page 2 of 2

APPROVED BY: County Council SUBJECT: Bursary Policy

REVISED DATE

3. Other Considerations:

- Financial need will be considered.
- Applicant need not be a High School student but must provide proof of enrolment in a post-secondary education institute.
- Is a resident of Lethbridge County and must provide proof of such.
- Only students going into first year of studies are eligible to apply.
- Has not received the Lethbridge County bursary in the past.

APPLICATION PROCEDURES AND DATES

- The Lethbridge County Bursary Application, as per Schedule "A" will be made available at the Lethbridge County Administrative Office or on the Lethbridge County Website.
- Applications can be received by hand delivering to the Lethbridge County Administrative Office or by email, in .pdf format to mailbox@lethcounty.ca
- Applications postmarked after June 1st will not be accepted.
- Transcripts of marks must accompany application.
- Awards to be disbursed by Lethbridge County to the recipient by August 31, annually.
- The availability of the bursary shall be advertised annually in March of each year.



LETHBRIDGE COUNTY BURSARY APPLICATION Schedule "A"

Lethbridge County Council is proud to administer Bursary opportunities to County students as per the Lethbridge County Bursary Policy #182. A representative of County Council will award three County students a \$1,500 bursary each at the first County Council Meeting held in August of each year.

The student must plan to attend a post-secondary or trade school within 18 months of winning the bursary and provide proof of enrollment prior to the disbursement of funds. Lethbridge County Council will review the applications and choose the student best suited for this award. (A 2nd and 3rd place recipient will be chosen in case the 1st place recipient does not proceed with post-secondary plans). The decision of Council is final.

To be considered, please submit an application via email to mailbox@lethcounty.ca in a .pdf format preferably. Application deadline is June 1st, without exception.

PERSONAL INFORMATION

Name:	
Mailing Address:	
Town:	Postal Code:
Telephone Number:	Alternate Number:
Email Address:	
Post-Secondary School to be Attended:	
Certification / Credentials Sought (Diploma, Deg	gree, etc.):
Plans after Completing Post-Secondary Educati	on:
Reason Applying for Bursary:	
SEE PAGE 2 FOR ITEMS TO BE ATTACHED V	VITH APPLICATION.
DECLARATION OF APPLICANT	
 All information is true and complete. I agree to allow my name and study plar this bursary. 	ns to be released publicly if I receive
	my personal information by and between provincial government departments, boards or reprovided.
Signature of Applicant	Date



LETHBRIDGE COUNTY BURSARY APPLICATION Schedule "A"

The following information must accompany your application:

EDUCATIONAL BACKGROUND

Your most recent complete transcript of marks, including all high school courses completed to date, or a copy of your high school report cards to date, must accompany this application.

WRITE A SUMMARY DESCRIBING THE FOLLOWING:

- Yourself
- Interests
- Goals and objectives
- Past accomplishments
- School related activities (i.e. Student Council, Sports, Drama etc.)
- Community related activities (i.e. Clubs, Church, Cultural etc.)
- Other information you wish to provide (i.e. volunteering, academic accomplishments, awards or recognition received, favourite school memory etc.)

Deadline date for submission of applications – June 1st.

APPLICATIONS WILL NOT BE ACCEPTED IF POSTMARKED OR SENT BY E-MAIL AFTER JUNE 1st.

Deadline date for submission of most recent marks (high school or post-secondary) – JUNE 1st.

LATE SUBMISSION OF TRANSCRIPTS WILL RESULT IN DISQUALIFICATION.

Completed applications can be hand delivered or mailed to: Lethbridge County Bursary #100, 905 4th Avenue South Lethbridge, Alberta T1J 4E4

OR may be e-mailed to: mailbox@lethcounty.ca (.pdf format preferred)

All applicants will be notified of the status of their application after marks become available to the committee.

Please <u>do not</u> include proof of enrolment with your application. You will be asked for proof of enrolment if you are chosen to receive an award.

AGENDA ITEM REPORT



Title: Shaughnessy Community Association - Request for Letter of Support

Meeting: Council Meeting - 04 Sep 2025

Department: Administration **Report Author:** Candice Robison

APPROVAL(S):

Cole Beck, Chief Administrative Officer

Approved - 03 Sep 2025

STRATEGIC ALIGNMENT:







Governance

Relationships

Region

Prosperity

EXECUTIVE SUMMARY:

The Shaughnessy Community Association is applying for funding through the New Horizon for Seniors Program to enhance the functionality and accessibility of their community hall, formerly the Shaughnessy School. The proposed upgrades include:

- 1. Installation of air conditioning in the gymnasium to provide a comfortable environment for senior recreational activities and community events.
- 2. Purchase of a battery-operated floor scrubber to improve cleaning efficiency and safety for senior volunteers managing the facility.

RECOMMENDATION:

That Lethbridge County Council provide a letter of support for the Shaughnessy Community Association's grant application to the New Horizon for Seniors Program for the installation of air conditioning in the gymnasium and the purchase of a new floor scrubber.

REASON(S) FOR RECOMMENDATION(S):

It is recommended that Lethbridge County provide a general letter of support for the Shaughnessy Community Association as the proposed upgrades they are seeking to do will improve the halls function, be beneficial for community rentals and improve the safety for those using the community hall.

PREVIOUS COUNCIL DIRECTION / POLICY:

Lethbridge County has provided letters of support to various organizations for grant application purposes.

BACKGROUND INFORMATION:

The Shaughnessy Community Hall, located in the former Shaughnessy School, is a 73-year-old building serving as a central gathering space for the community.

- The gymnasium is used regularly for senior pickleball, volleyball, weekend jam sessions, dancing, and larger community events such as weddings, family reunions, and annual fundraisers.
- During summer months, high temperatures make it uncomfortable for participants, impacting the accessibility and enjoyment of programs and events.
- The hall is maintained primarily by senior volunteers, who currently rely on traditional mop-and-bucket cleaning methods. Given the size of the facility which includes five large classrooms, hallways, an entryway, and the gymnasium, a battery-operated floor washer would significantly reduce manual labor while improving cleaning efficiency and sanitation.

The requested improvements will support the Shaughnessy Community Association in its ongoing efforts to create a welcoming and inclusive environment for seniors and the broader community.

ALTERNATIVES / PROS / CONS:					
A general letter of support poses little risk/exposure for Lethbridge County.					
Alternatives: Not provide a letter of support.					
FINANCIAL IMPACT	:				
There are no direct financial implications to sending a letter of support.					
LEVEL OF PUBLIC	PARTICIPATION:				
	_	Involve	⊠ Collaborate	☐ Empower	
	_	☐ Involve	⊠ Collaborate	☐ Empower	
	_	☐ Involve	Collaborate	☐ Empower	



September 4, 2025

To Whom It May Concern,

On behalf of Lethbridge County Council, I am pleased to provide this letter of support for the Shaughnessy Community Association and their application to the New Horizon for Seniors Program.

The Shaughnessy Community Hall, a valued facility in our region, has served the community for over 70 years. The Association's proposal to install air conditioning in the gymnasium and purchase a battery-operated floor scrubber will significantly benefit seniors and other community members who rely on the hall as a hub for fitness, recreation, and social events.

The gymnasium hosts numerous senior-focused activities throughout the week, including pickleball and volleyball, and serves as a venue for jam sessions, dancing, weddings, reunions, and fundraisers. The addition of air conditioning will ensure a safe, comfortable, and accessible environment during the hot summer months, particularly for seniors participating in physical and social activities.

Additionally, the acquisition of a battery-operated floor scrubber will provide a safer, more efficient, and hygienic cleaning solution. This will greatly assist the senior volunteers who dedicate their time to maintaining the facility, making it easier to keep the classrooms, hallways, entryway, and gymnasium clean and welcoming for all users.

Lethbridge County recognizes the significant contributions that the Shaughnessy Community Association makes to the well-being of our residents. We fully support their efforts to enhance the functionality and accessibility of this vital community space and strongly endorse their application for this funding.

Should you require further information, please do not hesitate to contact our office.

Sincerely,

Tory Campbell Reeve, Lethbridge County

#100, 905 4 Avenue South Lethbridge, Alberta T1J 4E4 P: 403.328.5525 Toll-free: 855.728.5602 E: mailbox@lethcounty.ca lethcounty.ca



In the true spirit of reconciliation, we acknowledge all those who call this land home now and for thousands of years in the past. May we respect each other and find understanding together and recognize the benefits that this land provides to all of us.

BOARD REPORT



Chinook Arch Library Board Meeting - August 7, 2025

Summer Fun with the Summer Reading Program Coordinators

The 2025 Summer Reading Program Coordinators have had a busy summer! Amy and Morgan travelled to various Chinook Arch libraries, hosted lots of exciting youth programs, created a region-wide summer book bingo challenge, and dropped lots of curious clues for community book hunts.

Here are some interesting stats from the summer:

LIBRARY

24 libraries visited

45 programs delivered





Board Members Present

Corry Walk - Village of Arrowwood Ron Gorzitza - Village of Barons Tom Nish - Cardston County Blanche Anderson - Village of Carmangay Terry Penney - Village of Champion Jordan Sailer - Town of Coaldale Doreen Glavin - Municipality of Crowsnest Pass Linda Allred - Village of Glenwood Tory Campbell - Lethbridge County Marie Logan (Vice Chair) - Village of Lomond Anne Michaelis - Town of Milk River Christopher Northcott- Village of Milo Amanda Bustard - Town of Nanton Melissa Jensen - Town of Nobleford Mark Barber - Town of Pincher Creek Dave Cox - Pincher Creek MD Chelsey Hurt - Town of Stavely Monica McLean - Town of Taber Merrill Harris - Taber MD Lorraine Kirk - Town of Vulcan Doug Logan - Vulcan County Derek Baron - Village of Warner Morgan Rockenbach - County of Warner Allan Quinton - LPL Resource Centre

Regrets

Marsha Jensen - Town of Cardston Lyndsay Montina - Town of Coalhurst Jim Monteith (Treasurer) - Town of Fort Macleod Jenn Schmidt-Rempel - City of Lethbridge Darryl Christensen (Chair) - Town of Magrath Crystal Neels - Town of Picture Butte Kelly Jensen - Town of Raymond Marilyn Forchuk - Town of Vauxhall

Not Present

Jane Johnson - Village of Barnwell Brad Schlossberger - Town of Claresholm Sue French - Village of Hill Spring Justin Davis - Village of Stirling



Did You Know?

The Alberta Libraries Regulation allows for the appointment of an alternate member to a library system board! This can be a great way to ensure that your council maintains a seat at the board table when your regular appointee is unable to attend a meeting. Alternates must be appointed by council resolution.

To learn more about appointing an alternate to the Chinook Arch Library Board, please contact CEO Robin Hepher at rhepher@chinookarch.ca or 403-360-2727.

Policies Reviewed

The board reviewed and approved the following revised policies. All board policies are reviewed once every three years, or as necessary. All policies can be found on the Chinook Arch website at https://chinookarch.ca/about-us/board-policies.

- Purchasing Supplies and Services
- Cheque Signing
- Expenses
- Board Meetings
- Executive Officers
- Board Meetings
- Organizational Meeting

Contact Us

Chinook Arch Regional Library System 2902 7th Avenue North Lethbridge, AB T1H 5C6 | 403-380-1500 www.chinookarch.ca | arch@chinookarch.ca







August 29, 2025

Reeve Tory Campbell Lethbridge County #100, 905 – 4th Avenue South Lethbridge, AB T1J 4E4

Dear Reeve Campbell:

Re: NOTICE OF INTENT TO ANNEX LAND

Pursuant to the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, Section 116, notice is hereby given of the intent of the Town of Coalhurst to proceed with an application to annex land from Lethbridge County. By copy of this letter and attached information, all required and affected authorities have been notified as per the Municipal Government Act.

The purpose of the annexation application is to annex lands and roadways into the corporate boundary of the Town of Coalhurst which is required for future residential and non-residential growth. Specifically, there are opportunities for future servicing of vacant lands and existing businesses utilizing the Town's current infrastructure and approvals. The lands subject to the annexation application notice are those lands currently identified in the Lethbridge County and Town of Coalhurst Intermunicipal Development Plan, Appendix B: North Coalhurst – Kipp Area Structure Plan, Planning Area 1, within the NE ½ 20-9-22 and the SW 21-9-22 W4M, as shown on the attached map and contain approximately 20.4 ha (50.41 acres).

Preliminary discussions have been held with some of the affected landowners, and we intend to continue these conversations with the remaining owners in the near future. The Town of Coalhurst will call a meeting of the Intermunicipal Development Plan Committee to discuss the proposed annexation with Lethbridge County. Prior to the submission of the final annexation report, the Town commits to hosting an open house to consult the public.



Should you have any questions or concerns with respect to this matter, please contact Karlene Betteridge, the Chief Administrative Officer, at 403-381-3033 or by email at cao@coalhurst.ca.

Sincerely,

Mayor Lyndsay Montina Town of Coalhurst

Enclosures

cc Minister of Municipal Affairs

Land and Property Rights Tribunal

Lethbridge County

Lethbridge Northern Irrigation District

Palliser Regional Schools

Holy Spirit Roman Catholic Separate Regional School Division

City of Lethbridge

Alberta Health Services

Alberta Transportation and Economic Corridors

Oldman River Regional Services Commission

FortisAlberta

Telus

ATCO Gas

ATCO Pipelines

AltaLink



Coaldale Public Library

September - October 2025



Ph.: 403-345-1340 Fax: 403-345-1342 help@coaldalelibrary.ca www.coaldalelibrary.ca

Library Closure Days

Sept 1st - Labor Day
Sept 30 - Truth & Reconciliation
Oct 13 - Thanksgiving

Visit Us

Mon	9:30 am - 9:00 pm
Tues	9:30 am - 9:00 pm
Wed	9:30 am - 9:00 pm
Thurs	9:30 am - 9:00 pm
Fri	11:00 am - 5:00 pm
Sat	11:00 am - 5:00 pm
Sun	Closed



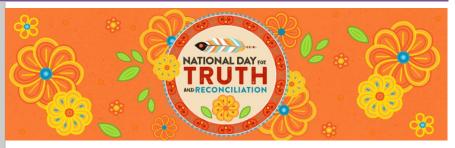
@coaldalelibrary



Coaldale Public Library



@coaldalelibrary



Celebrating Cree & Blackfoot Culture at the Library

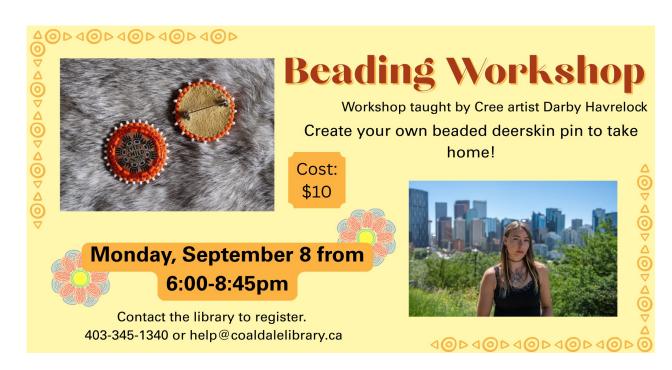
This September, we invite you to join us in celebrating the rich cultures, histories, and traditions of the Cree and Blackfoot peoples. These special programs are part of our library's ongoing commitment to cultural awareness, inclusion, and lifelong learning—as outlined in our Plan of Service. We're proud to offer meaningful opportunities for residents to explore their own heritage while connecting with the diverse cultures that shape our community.

One of the highlights this month is our **Beading Workshop**, led by a talented Cree artist. In this hands-on session, participants will learn traditional techniques to create their own beaded deerskin pin—a beautiful piece to take home and treasure. The artist's intricate and powerful work will also be showcased in our gallery throughout September, offering further insight into the stories and symbolism behind her art. (See page 2 for full details.)

We're also excited to present a special **Potluck Passport** event featuring traditional Cree and Blackfoot cuisine. Patrons are encouraged to bring a dish to share, inspired by recipes that reflect the heart of Indigenous food culture. Recipe handouts will be available to spark ideas and conversation. As we share this meal, a respected Blackfoot Elder will join us to offer teachings and storytelling—a unique opportunity to learn, reflect, and connect across generations.

We hope you'll take part in these enriching events as we come together to honour Indigenous voices, traditions, and creativity. Whether you're here to make art, share food, or simply listen and learn, there's a place for you in this important celebration.

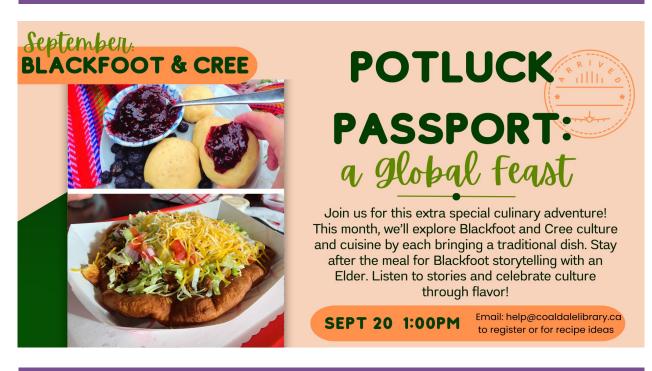
Cree & Blackfoot Arts & Culture





Page 2

Cree and Blackfoot Food & Storytelling



Truth & Reconciliation



Page 3

Summer Reading Program Wrap-Up

This summer was an amazing experience for our participants in our Summer Reading Programs with the theme "Around the World." Through out the summer, they got to travel the world through books, crafts, games, and themed activities. Highlights from this summer include presentations from Nikka Yuko Japanese Gardens in Lethbridge and Helen Schuler Nature Centre.

Thank you to all our participants and volunteers for making this summer one to remember! -Maddie









Summer Fest at the Library

Coaldale's Summer Fest was a wonderful day of community celebration, and we were proud to be part of it! At the library, families enjoyed story time with Moana and Spiderman, crafts, sparkle tattoos, and lawn games. We were happy to see over 1300 people walk through our doors!

Our Summer Reading Program also joined the parade, handing out candy from the library float, led by our Summer Reading program coordinator, Maddie. It was such a joy to see so many familiar faces along the parade route and throughout town.

Thank you to everyone who stopped by the library or cheered us on—your support helped make Summer Fest a great success!





Friends of the Coaldale Public Library Society

The Friends support the Coaldale Library by hosting book sales and raising money to enhance the library with books, computers, furniture and programs.

Commitment: 4-5 meetings per year and volunteering at occasional events

Our next meeting is

Thursday, October 16 at

6:00 pm

Coaldale Public Library Friends Society

JOIN THE FRIENDS!

Contact us at: friends.coaldalelibrary@gmail.com

Library Board



Visit Now

Members of the Board are appointed by Town of Coaldale Municipal Council. Applications are available at the Town of Coaldale Office or on coaldale.ca. The Town of Coaldale Library Board is responsible for governing the library and actively participating in discussion, policy development, and decision making.

9 Monthly meetings, Tuesdays at7:15pm, plus occaisional events and training.

oaldale

https://www.coaldale.ca/government /committees-boards/application

Vendors Needed



We will be hosting our annual Christmas Craft Sale on Saturday, November 15th from 10:30am - 3pm

Vendor Information:

- \$25 per table (6' x 30")
- Only homemade crafts and edibles will be accepted for inclusion in the sale
- Registration begins Monday, September 15, 2024









Pick up registration forms at the front desk or www.coaldalelibrary.ca 403-345-1340 or email: help@coaldalelibrary.ca

Course

St. John Ambulance: Babysitting Basics

This course is for youth aged 11 to 15 years old. It teaches the new babysitter the necessary skills to provide care to children in a variety of situations.

Saturday, September 13 9am - 4pm
Cost: \$70 Space is Limited

Bring a bagged lunch, paper & pen

Please contact the Coaldale Public Library to register by September 5th
403-345-1340 help@coaldalelibrary.ca

Page 7

0-4 Year Old Programs

Our regular weekly programs will start Sept 9th, 2025





0-4 Year Old Programs

Drop in for double the fun! Little Makers and Lego Club run at the same time, so everyone has a place to build and play.



Kids Grades K-7 Programs



Kids Grades K-7 Programs

EXPLORATORIUM

Kids grades 4-7 are invited to join us for this exciting monthly program! Explore art, crafts, science, social, engineering and more.

In September, we will be learning about basic photography.



EXPLORATORIUM

Kids grades 4-7 are invited to join us for this exciting monthly program! Explore art, crafts, science, social, engineering and more.

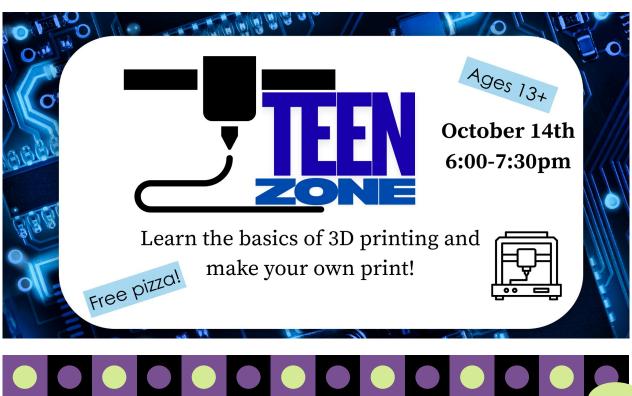
In October, we will be learning how to make custom pinback buttons. Snack provided.





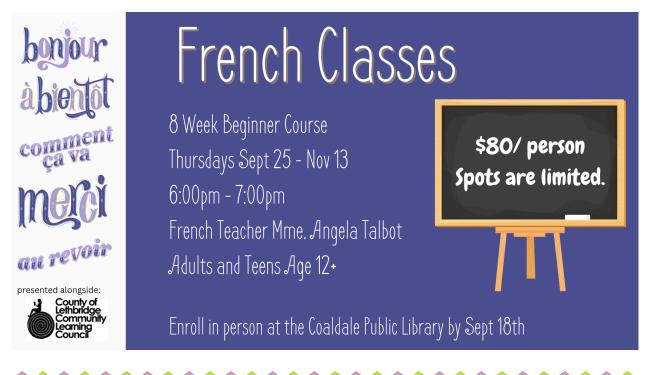
Teen Programs





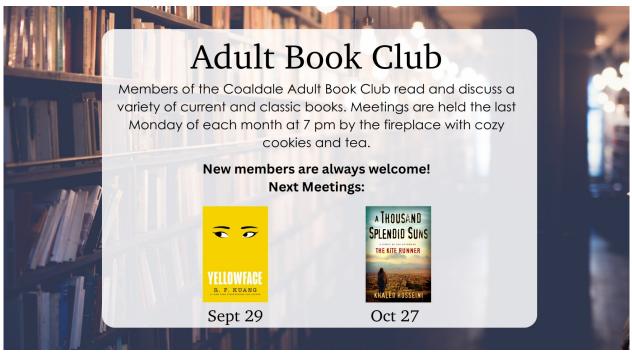
Adult Programs





Adult Programs





Adult Programs

Thursdays 5 pm - 545 pm **Sept 11- Nov 27** 12 weeks \$95

Thursdays 6 pm - 645 pm **Sept 11- Nov 27** 12 weeks \$95

ESSENTRICS with Lindsay



Strength. Balance. Mobility.

Register 403 345 1340



Coaldale LIBRARY

A full body, zero impact modality suitable for anyone who owns a body. Any age. Any stage. If you simply want to be able to move well, without pain and do the

things you love, this program is for you!

at the Library

September 22th - December 1st 2025

no classes October 13th

Fenfit Fitness will be offering Yogafit classes in the McCain Gallery. People of all ages and skill levels are welcome.

Monday 10:00-11:00 am and 1:00-2:00 pm Wednesday 1:00-2:00 pm

For registration questions contact Kathy at 403-382-5733 Cost is \$105.

Please give payment directly to instructor.







Page 15



PUMPKIN PAINTING AT THE LIBRARY

October 31st 1-2pm or 2:30-3:30pm

Supplies & pumpkins provided. Spots are limited. To register for your 1-hour timeslot, call 403-345-1340 or email help@coaldalelibrary.ca













Join us for a culinary adventure! Each month, we'll explore a new country. Discover authentic recipes, create a dish from that culture, and bring it to our global potluck. Let's share food, stories, and celebrate the world through flavor!

OCT 18TH 1:00PM Email: help@coaldalelibrary.ca to register

County of Lethbridge Community Learning Council



County of Lethbridge **Community Learning** Council

Office phone: 403-345-6009

Phone/text/WhatsApp 9: 403-915-3145

Email: clclcoffice@gmail.com Website: communityclasses.ca Visit: 2014 - 18 Street, Coaldale (located in the Coaldale Library)



Alberta



September 2

Monday - Thursday 9:30am - 3:00pm

English classes start in

October!



Contact us if you are an adult (18+) living in Lethbridge County and would you like to improve your:

- · reading and writing
- · basic math
- · basic computers or
- need to prepare for the Driver's Class 7 knowledge exam

We also help with resumes and job searches.

Barons Coaldale Coalhurst **Diamond City Iron Springs** Monarch Nobleford Shaughnessy Turin



September 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Closed for Labour Day	2	Spice it Up Kits Available	4	Storytime with Captain Choo 11:00-11:30am	6
7	Beading Workshop 6:00-8:45pm	Lego Club 3:45-4:30pm Little Makers 3:45-4:30pm	10 Small Wonders 10:00-10:30am	11 Essentrics 5:00-5:45pm 6:00-6:45pm	Messy Mornings 11:00-11:30am	St. John Ambulance: Babysitting Basics 9:00-4:00pm
14	Registration for Handmade for Christmas Craft Fair Opens	Lego Club 3:45-4:30pm Little Makers 3:45-4:30pm Library Board Meeting 7:15pm-8:30pm	Movie Matinee Kits Available Small Wonders 10:00-10:30am	Exploratorium: Photography 3:45-4:30pm Essentrics 5:00-5:45pm 6:00-6:45pm	Messy Mornings 11:00-11:30am	Potluck Passport 1:00-2:00pm
21	Yoga 10:00-11:00am 1:00-2:00pm Teen Zone: Woodburning 6:00-7:30pm	Lego Club 3:30-4:30pm Little Makers 3:30-4:30-pm Adult Collage 7:00-8:30pm	24 Small Wonders 10:00-10:30am Yoga 1:00-2:00pm	25 Essentrics 5:00-5:45pm 6:00-6:45pm French 6:00-7:00pm	Messy Mornings 11:00-11:30am	27
28	29 Yoga 10:00-11:00am 1:00-2:00pm Adult Book Club 7:00-8:00pm	30 Closed for Truth and Reconciliation Day				



October 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			Spice it up kits Available Small Wonders 10:00-10:30am Yoga 1:00-2:00pm	2 Essentrics 5:00-5:45pm 6:00-6:45pm French 6:00-7:00pm	Messy Mornings 11:00-11:30am	Sill and Soil Workshop 1:00-3:00pm
5	6 Yoga 10:00-11:00am 1:00-2:00pm	7 Lego Club 3:45-4:30pm Little Makers 3:45-4:30pm	8 Small Wonders 10:00-10:30am Yoga 1:00-2:00pm	9 Essentrics 5:00-5:45pm 6:00-6:45pm French 6:00-7:00pm Birding Walk 6:00-7:00pm	10 Messy Mornings 11:00-11:30am	11
12	Closed for Thanksgiving	Lego Club 3:30-4:30pm Little Makers 3:30-4:30pm Adult Collage 7:00-8:30pm	Movie Matinee Kits Available Small Wonders 10:00-10:30am Yoga 1:00-2:00pm	Exploratorium 16 3:45-4:30pm Essentrics 5:00-5:45pm 6:00-6:45pm French 6:00-7:00pm Friends of the Library Meeting 6:00-8:30pm	Messy Mornings 11:00-11:30am Creature Feature 3:00-4:00pm	Potluck Passport 1:00-2:00pm
19	Yoga 10:00-11:00am 1:00-2:00pm Teen Zone: 3D Printing 6:00-7:30pm	Lego Club 21 3:45-4:30pm Little Makers 3:45-4:30pm Library Board Meeting 7:15-8:30pm	22 Small Wonders 10:00-10:30am Yoga 1:00-2:00pm	Essentrics 5:00-5:45pm 6:00-6:45pm French 6:00-7:00pm	Messy Mornings 11:00-11:30am	25
26	27 Yoga 10:00-11:00am 1:00-2:00pm Adulf Book Club 7:00-8:00pm	Lego Club 3:45-4:30pm Little Makers 3:45-4:30pm	29 Small Wonders 10:00-10:30am Yoga 1:00-2:00pm	30 Essentrics 5:00-5:45pm 6:00-6:45pm French 6:00-7:00pm	31 Messy Mornings 11:00-11:30 Pumpkin Painting 1:00-2:00pm 2:30-3:30pm	



Oki ('Greetings' in Blackfoot),

It is with excitement we write to you about the opportunity to become a sponsor for the third-annual *Honouring Traditions and Reconciliation Events* taking place from September 10th,11,12,13 & 14th, 2025, in a variety of Lethbridge locations. In addition to the Pow Wow we have added other exciting events to the week of September 10th-14th! In efforts to promote reconciliation we are partnering with Allied Arts Council of Lethbridge (Casa) to host an *Indigenous Fashion Show* and *Princess Pageant* on Wednesday, September 10th. In addition to these events we are also hosting a run/walk on September 14th. Finally, a one-day conference to bring Indigenous awareness and learning for all will be held on Friday, September 12th. This timely initiative is held in advance of National Day for Truth and Reconciliation and Orange Shirt Day on September 30.

The past two Pow Wows have been a great success so we look to continue building community partnerships to promote our local area. The Pow Wow is a **free** public family friendly event that will see an increase of attendees, artisans, spectators, and community members with a conservative goal of over 2,000 visitors and an online reach of 5,000. We invite you to take advantage of our educational opportunities as well as our sponsorship benefits packages to support your Reconciliation goals through meaningful support and trust-based giving.

If you would like to choose to sponsor a specific event, please indicate where you wish your funds to be distributed. Here is the list of events scheduled:

Date	Event	Location	Time	Sponsorship for:
September 10th	Princess Pageant	CASA	4:00pm-9:00pm	Beaded crowns and gifts
September 11th	iini (Buffalo) in the Park. Pipe ceremony and Iniskim transfer.	GALT Gardens/CASA	1:00-4:00pm	Tipi rental
September 12th	Recovery Conference/Partner ship with AHS	CASA	9:00-3:30	Not required
September 12th	Fall into Culture	CASA Rotary Square	5:00-7:00pm	Not required
September 12th	Fashion Show	CASA Rotary Square/Atrium	7:30-9:30pm	Not required
September 13th	PowWow	Lethbridge Exhibition Park	1:00-8:00pm	Honour the Drum
September 14th	PowWow	Lethbridge Exhibition Park	1:00-8:00pm	Honour the Drum
September 14th	2/5KM Walk/Run	Kinsman Shelter Area	10:00am	Not required



Sponsors will see the reciprocity of your financial gift come full circle as we include your organization in announcements, media, advertisements, and mentions throughout the event. We've added many new multi-purpose initiatives and benefits for sponsors, including executive leadership involvement and training, and trade-show-type tables for your community engagement purposes, and an opportunity to share public sentiments of support during the Grand Entry.

We are committed to offering an inclusive platform to foster understanding, respect, appreciation, and cultural diversity among Nations. Together, we aim to advance Reconciliation through community-led initiatives that foster trusted relationships in meaningful ways.

Please feel free to reach me directly by phone or email and I look forward to following up with you in the next few days to discuss this opportunity further.

Sincerely,

Theron Black

President Honouring Traditions and Reconciliation Society

587-220-4595