



AGENDA

Council Meeting

9:00 AM - Thursday, September 21, 2023
Council Chambers

Page

A. CALL TO ORDER

B. ADOPTION OF AGENDA

C. ADOPTION OF MINUTES

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1. **County Council Meeting Minutes**
[Council Meeting - 07 Sep 2023 - Minutes](#)

D. SUBDIVISION APPLICATIONS

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1. **Subdivision Application #2023-0-003 – Cote**
- Lot 4, Block 20, Plan 9412761, ptn. of closed road and SW1/4 6-10-2-W4M
[Subdivision Application #2023-0-003 – Cote - Lot 4, Block 20, Plan 9412761, ptn. of closed road and SW1/4 6-10-2-W4M](#)

E. DEPARTMENT REPORTS

E.1. MUNICIPAL DEVELOPMENT & INFRASTRUCTURE

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- E.1.1. **Bylaw 22-011 - Road Closure, Sale and Consolidation**
Road Plan 8419HB- Second and Third Reading
[Bylaw 22-011 - Road Closure, Sale and Consolidation - Second and Third Reading](#)

E.2. CORPORATE SERVICES

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- E.2.1. **Tax Penalty Waiver Request - Roll #03020000**
[Tax Penalty Waiver Request - Roll #03020000](#)

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- E.2.2. **Stirling Wind Project - Community Funding**
[Stirling Wind Project - Community Funding](#)

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- E.2.3. **Fire Services 2023 Department Update**
[Fire Services 2023 Department Update](#)

E.3. ADMINISTRATION

E.4. PUBLIC OPERATIONS

F. CORRESPONDENCE

G. COUNTY COUNCIL AND COMMITTEE UPDATES

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1. **Lethbridge County Council Attendance Update - August 2023**
[Lethbridge County Council Attendance Update - August 2023](#)

H. CLOSED SESSION

1. **ACP Grant (FOIP Section 21 - Disclosure harmful to intergovernmental relations)**
2. **Public Utility Discussion (FOIP Section 16 - Disclosure harmful to business interests of a third party)**

I. NEW BUSINESS

J. ADJOURN



MINUTES

Council Meeting

9:00 AM - Thursday, September 7, 2023
Council Chambers

The Council Meeting of Lethbridge County was called to order on Thursday, September 7, 2023, 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 Eric Van Essen
Councillor Klaas VanderVeen
Councillor Morris Zeinstra
Chief Administrative Officer Cole Beck
Director of Public Operations, Jeremy Wickson
Director of Municipal Development & Infrastructure Devon Thiele
Director of Corporate Services Jennifer Place
Human Resources Manager Jared Zeller
Executive Assistant Candice Robison
Supervisor of Planning & Development Hilary Janzen
Senior Planner Steve Harty

A. CALL TO ORDER

Reeve Campbell called the meeting to order at 9:00 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 the new HR Manager Jared Zeller.

B. ADOPTION OF AGENDA

248-2023	Deputy Reeve Kuerbis	MOVED that the September 7, 2023 Lethbridge County Council Meeting Agenda be adopted as presented.	CARRIED
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C. ADOPTION OF MINUTES

C.1. County Council Meeting Minutes

249-2023	Councillor VanderVeen	MOVED that the August 3, 2023 Lethbridge County Council Minutes be adopted as presented.	CARRIED
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E. SUBDIVISION APPLICATIONS

E.1. Subdivision Application #2023-0-076 – Atkinson - SW1/4 11-11-23-W4M

250-2023	Councillor Van Essen	MOVED that the Agricultural subdivision of SW1/4 11-11-23-W4M (Certificate of Title No. 191 156 458), to subdivide a 50.37-acre (20.39 ha) first subdivision from a title of 159.48 acres (64.55 ha) for agricultural use; BE APPROVED subject to the following:
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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.
3. That the applicant provides a final Plan of Surveyor to illustrate the exact dimensions and parcel size of the proposed parcel as approved.

CARRIED

D. **DELEGATIONS**

D.1. **9:15 a.m. - RCMP**

Sgt. Dave Marentette and Cst. Joel Leclerc were present to provide Council the quarterly RCMP update.

E. **SUBDIVISION APPLICATIONS**

E.2. **Subdivision Application #2023-0-089 – Schalk
- Lots 1-8, Plan 8986EC, ptn. of NE1/4 21-09-22-W4M**

251-2023 Deputy Reeve Kuerbis MOVED that the Agricultural and Country Residential subdivision of Lots 1-8, Plan 8986EC and part of NE1/4 21- 9-22-W4M (Certificate of Title No. 931 007 213 +1, 221 056 957 +1, 001 155 515, 221 056 957, 221 056 957 +2), to reconfigure the property boundaries (property line adjustment) and size of five adjacent titled properties, 0.43, 0.14, 0.41, 0.14 and 15.06 acres (0.17, 0.06, 0.16, 0.06 & 6.09 ha) in size, by subdividing and consolidating to create three new titles 0.72, 0.83 & 14.66 acres (0.29, 0.34, & 5.93 ha) in size for country residential 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.
 3. That the titles and portions of land to be subdivided and consolidated to reconfigure the boundaries (property lines) of the adjacent parcels, 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 a final plan be provided as prepared by a certified Alberta Land Surveyor that corresponds to the subdivision title configuration as approved by the Subdivision Authority.
 5. That any easement(s) as required by utility companies, or the municipality shall be established.

CARRIED

E.3. **Subdivision Application #2023-0-098 – 1553201 Alberta Ltd./Neels
- Part of NW1/4 21-9-22-W4M**

251-2023 Councillor Sayers MOVED that the Agricultural & Country Residential subdivision of Part of NW1/4 21-9-22-W4M (Certificate of Title No. 121 046 323, 191 182 586), to enable a property boundary realignment of two adjacent parcels by subdividing a 0.99-acre (0.40 ha) strip of land from a title of 35-acres (14.16 ha) and consolidating it to an adjacent title containing 3.15-acres (1.27 ha) for country residential access use; BE APPROVED subject to the following:

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 0.99-acres at the market value of \$17,000 per acre (approx. \$1,683) 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 a Deferred Reserve caveat be registered on the 34.01-acre remnant west title (current C of T #121 046 323) to reflect the 10% reserve requirement, with the actual acreage amount to be provided to Lethbridge County be determined at the final stage, for Municipal Reserve purposes.

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.
- 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.
- 4. The titles and 0.99-acre portion of land to be subdivided and consolidated to reconfigure the boundaries (property line) of the two adjacent parcels, is 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.
- 5. That any easement(s) as required by utility agencies as deemed necessary by the Subdivision Authority shall be established prior to finalization of the application.

CARRIED

F. DEPARTMENT REPORTS

F.1. **MUNICIPAL DEVELOPMENT & INFRASTRUCTURE**

F.1.1. **Bylaw 23-020- Development Authority Bylaw**

252-2023	Councillor VanderVeen	MOVED that Bylaw 23-020 be read a first time.	CARRIED
253-2023	Deputy Reeve Kuerbis	MOVED that Bylaw 23-020 be read a second time.	CARRIED
254-2023	Councillor Sayers	MOVED that County Council proceeds to consideration of third reading of Bylaw 23-020.	CARRIED
255-2023	Councillor Hickey	MOVED that Bylaw 23-020 be read a third time.	CARRIED

D. DELEGATIONS

D.2. **10:00 a.m. - Iron Springs Water Co-op**

Members from the Iron Springs Water Co-op were present to discuss the water co-op with Council.

F. DEPARTMENT REPORTS

F.1. **MUNICIPAL DEVELOPMENT & INFRASTRUCTURE**

F.1.2. **Bridge File 79589 - Request for Budget Increase**

256-2023	Councillor Hickey	MOVED that County Council approve an additional \$137,000 from the Bridges and Paved Roads Reserve, for a total project cost of \$437,000 on Bridge File 79589.
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CARRIED

F.2. CORPORATE SERVICES

F.2.1. 2024 Budget Presentation Schedule

257-2023	Deputy Reeve Kuerbis	MOVED that County Council approve the 2024 Budget Presentation Schedule as amended.
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CARRIED

F.2.2. 2023 Business Tax Adjustments

258-2023	Councillor VanderVeen	MOVED that County Council approve the 2023 Business Tax adjustment requests as presented in the total amount of \$6,212.50.
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CARRIED

F.2.3. Tax Penalty Waiver Request - Roll #42020000

259-2023	Deputy Reeve Kuerbis	MOVED that County Council not waive tax penalties in the amount of \$49.95 as requested for tax roll #42020000.
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CARRIED

F.2.4. Tax Penalty Waiver Request - Hutterian Brethren Church of Turin

260-2023	Councillor Van Essen	MOVED that County Council not waive tax penalties in the amount of \$5,849.19 as requested for the 125 tax rolls titled to the Hutterian Brethren Church of Turin.
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CARRIED

F.2.5. Tax Penalty Waiver Request - I3 Energy

261-2023	Deputy Reeve Kuerbis	MOVED that County Council not waive tax penalties in the amount of \$8,117.20 as requested for the 21 tax rolls titled to I3 Energy.
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CARRIED

J. NEW BUSINESS

J.1.

Alberta Development Officers Week - September 18-22

262-2023	Councillor Sayers	MOVED that County Council support Alberta Development Officers Week within Lethbridge County as long as we are current members of the Alberta Developers Association of Alberta.
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CARRIED

G. CORRESPONDENCE

G.1. Town of Nobleford - Notice of Intent for Annexation

Council reviewed correspondence from the Town of Nobleford regarding their Notice of Intent for Annexation for land described as SW 11-11-23 W4.

G.2. MADD Canada

Council reviewed the sponsorship request from MADD Canada.

G.3. Cypress County Ag Connections Conference - Lethbridge County Invite

Council reviewed the invitation from Cypress County to attend their Ag Connections Conference being held on November 22, 2023 in Medicine Hat.

G.4. Minister of Environment & Protected Areas - Malloy Drain Phase 2B

Council reviewed correspondence from the Minister of Environment & Protected Areas regarding the Malloy Drain Phase 2B project.

G.5. Chinook Arch Board Report - August 3, 2023

Council reviewed the August 3, 2023 Chinook Arch Board Report.

G.6. Picture Butte Municipal Library

Council reviewed correspondence from the Picture Butte Municipal Library regarding their request for annual funding for the library.

G.7. 2023 Joanne Perlich 'Ride for Dreams'

Council reviewed the sponsorship request for the 2023 Joanne Perlich 'Ride for Dreams' which is being held on September 15, 2023.

G.8. Town of Picture Butte - Picture Butte Urgent Care Centre

Council reviewed the Alberta Health Services Public Service Announcement regarding an upcoming public engagement session being held on September 13, 2023 in Picture Butte.

H. COUNTY COUNCIL AND COMMITTEE UPDATES

H.1. Request to Rename Range Road 21-2 to "Recovery Road"

Council discussed the request to rename range road 21-2 to recovery road.

H.2. Lethbridge County Council Attendance Update - July 2023

Council reviewed the highlights from the Lethbridge County Council Attendance Update for July 2023.

Division 1

Councillor Lorne Hickey

July 6	Lethbridge County Council Meeting
July 20	Green Acres Blue Sky Lodge 50th Anniversary Celebration
July 24	CAO – Division 1 Councillor Meeting

Division 2

Reeve Tory Campbell

July 1	Canada Day Opening Ceremonies, Henderson Lake
July 5	Exhibition Park Board Meeting
July 6	Lethbridge County Council Meeting
July 7	Media, re: Canada's Premier Corridor, Agri-Food Processing opportunity
July 10	FCC Roundtable Industry Discussion, Agri-Food Hub Tour
July 12	Lethbridge County Economic Development
July 14	Meeting with McCain, re: water
July 20	Media, re: Radio ad spot, Economic Development Survey
July 24	Exhibition Park Ownership Engagement Committee
July 26	Agri-Food Hub & Trade Centre Tour with CAO Cole Beck

Division 3

Councillor Mark Sayers

July 6	Lethbridge County Council Meeting
July 17	CAO – Division 3 Councillor Meeting

July 18	Water Co-op Liaison Committee Meeting
July 19	Economic Development Consultation
July 27	Water Co-op Liaison Committee Meeting
July 27	Water Co-op Meeting in Diamond City
July 31	Meeting with CAO

Division 4
Deputy Reeve John Kuerbis

July 6	Lethbridge County Council Meeting (Via Teams)
July 10	Calgary Stampede BMO Farm Family Awards
July 19	Meet & Greet with MLA Hunter & Simplot
July 27	Water Co-op Liaison Committee Meeting
July 27	Water Co-op Meeting in Diamond City

Division 5
Councillor Eric Van Essen

July 6	Lethbridge County Council Meeting
July 7	CAO – Division 5 Councillor Meeting
July 8	Village of Barons Parade
July 12	Economic Development Consultation

Division 6
Councillor Klaas VanderVeen

July 6	Lethbridge County Council Meeting
July 10	CAO – Division 6 Councillor Meeting
July 27	Bridge City News Interview
July 27	Radio Ad Recording
July 27	Water Co-op Liaison Committee Meeting
July 27	Water Co-op Meeting in Diamond City
July 28	SAEWA Board Meeting

Division 7
Councillor Morris Zeinstra

I. **CLOSED SESSION**

I.1 - McCain MOU Discussion (FOIP Section 16 - Disclosure harmful to business interests of a third party & Section 25 - Disclosure harmful to economic and other interests of a public body)

263-2023	Councillor Hickey	<p>MOVED that the Lethbridge County Council Meeting move into Closed Session, pursuant to Section 197 of the Municipal Government Act, the time being 11:10 a.m. for the discussion on the following:</p> <p>I.1. - McCain MOU Discussion (FOIP Section 16 - Disclosure harmful to business interests of a third party & Section 25 - Disclosure harmful to economic and other interests of a public body)</p> <p>Present during the Closed Session: Lethbridge County Council Chief Administrative Officer Senior Management Administrative Staff</p> <p>CARRIED</p>
264-2023	Councillor Sayers	<p>MOVED that the Lethbridge County Council Meeting move out of the closed session at 11:51 a.m.</p> <p>CARRIED</p>

Reeve Campbell reconvened the regular meeting at 11:51 a.m.

K. **ADJOURN**

266-2023	Councillor Zeinstra	MOVED that the Lethbridge County Council Meeting adjourn at 11:52 a.m.
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CARRIED

Reeve

CAO

AGENDA ITEM REPORT



Title: Subdivision Application #2023-0-003 – Cote
- Lot 4, Block 20, Plan 9412761, ptn. of closed road and SW1/4 6-10-2-W4M

Meeting: Council Meeting - 21 Sep 2023

Department: ORRSC

Report Author: Steve Harty

APPROVAL(S):

Hilary Janzen, Supervisor of Planning & Development	Approved - 07 Sep 2023
Devon Thiele, Director of Municipal Development & Infrastructure	Approved - 08 Sep 2023
Cole Beck, Chief Administrative Officer	Approved - 08 Sep 2023

STRATEGIC ALIGNMENT:



Governance



Relationships



Region



Prosperity

EXECUTIVE SUMMARY:

The application is to reconfigure two existing parcels and a former roadway through subdivision and consolidation, by adjusting titles 2.97, & 30.72 acres and portion of former road 1.22-acres respectively in size and create two new titles at 19.40 & 15.75 acres for county residential use. The proposal meets the subdivision criteria of the Land Use Bylaw.

RECOMMENDATION:

That S.D. Application #2023-0-003 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 reconfiguration of title subdivision policies as stated in the Land Use Bylaw.

PREVIOUS COUNCIL DIRECTION / POLICY:

- LUB No. 1404 contains subdivision policies to allow a realignment/reconfiguration of titles and property lines. This application conforms to the policies and with the consolidation of land there would be a reduction in titles from three down to two.
- The LUB No. 1404 reconfiguration of titles policy enables land boundaries to be realigned based on factors such as the improvements present, land use, developable land areas, access, and the rationale of the land swap with consideration for final parcel sizes.
- Council is the decision-making authority on the separate process of road closures (with Ministry approval). This application involves 1.2-acres of former road to be closed, transferred, and sold to applicant as part of the reconfiguration proposal.

BACKGROUND INFORMATION:

Located immediately east of the Hamlet of Diamond City, with the east boundary approximately 60 m west of the Oldman River. The proposal is to accommodate a land swap and a property line/parcel size adjustment between adjacent titled lands.

The purpose is to realign the parcel boundaries to add land to the smaller undeveloped parcel and make the parcels more logical to use. The westerly portion contains a yard site with improvements, while the easterly portion consists of coulee land. The application involves consolidating a portion of undeveloped municipal road along with an existing west 2.97-acre title to form a larger (north) 19.40-acre parcel (with the road closure process completed). The south remnant portion will form the residual title comprised of 15.75-acres. This reconfigured lot contains the existing main yard with a residential dwelling and accessory buildings on the west side. The readjustment will allow approximately 7 plus acres of developable land above the coulees (added to the north reconfigured lot of 19.40-acres).

Both reconfigured parcels will obtain access from the west across the CPR rail-line that connects to 3 St. SE within the Hamlet of Diamond City. The north 19.40-acre lot will also connect to the north portion of the municipal road (Road Plan 5110BM) that will remain open. The existing residence is serviced by the water co-op and has an onsite private septic field system, and the reconfigured north parcel is to be serviced in the same manner. The land is identified as potentially containing Historical Resources category HRV 5a,p (archaeological & paleontological) and the applicant must obtain Historical Resources Act approval. The lands are also identified as likely containing past underground mining activity. A geotechnical evaluation can be addressed through the terms of a development agreement or future development permit stage.

Overall, the proposal meets the criteria of the County's Land Use Bylaw No. 1404 for a reconfiguration/realignment of titles or boundaries subdivision. The application was circulated to the required external agencies with no concerns expressed and no utility easements are requested. (AB Culture requested the Historical Resources Act approval.)

ALTERNATIVES / PROS / CONS:

The Subdivision Authority could decide to not approve if it is determined the proposed boundary reconfiguration is not suitable and the titles would remain as is.

Pros:

- there are no advantages to denying the subdivision as the County's bylaws are met and the minimum parcel size is exceeded.

Cons:

- the land will not be configured to maximize suitable (developable) building sites above the coulee land, and a refusal would be appealed by the applicants.

FINANCIAL IMPACT:

None, and the existing tax situation will remain the same. However, the County will benefit from a municipal reserve payment evaluated at \$12,000 per acre (approx. \$31,616).

LEVEL OF PUBLIC PARTICIPATION:

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

ATTACHMENTS:

[5A Lethbridge County 2023-0-003](#)
[Diagrams for Lethbridge County 2023-0-003](#)
[Color diagrams](#)

RESOLUTION

2023-0-003

Lethbridge County

Country Residential subdivision of Lot 4, Block 20, Plan 9412761,
portion of closed road and a portion of SW1/4 6-10-2-W4M

THAT the Country Residential subdivision of Lot 4, Block 20, Plan 9412761, portion of closed road and a portion of SW1/4 6-10-2-W4M (Certificate of Title No. 161 193 773, 951 004 347), to subdivide and reconfigure two existing parcels and a former roadway through subdivision and consolidation, by adjusting titles 2.97, & 30.72 acres (1.20, 12.43 ha) and portion of former road 1.22-acres (0.49 ha)) respectively in size, and create two new titles at 19.40 & 15.75 acres (7.85 & 6.37 ha), for county residential use; BE APPROVED subject to the following:

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 area of 32.18-acres at the market value of \$12,000 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 on the C of T 951 004 347 (Registration No. 931 002 223), be adjusted and partially discharged accordingly.

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. This may address servicing matters or the provision of a geotechnical evaluation now or at a development stage if deemed necessary. (A 1995 Development Agreement registered on title (Reg# 951011157 should be reviewed and discharged if no longer 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.
4. That the applicant is responsible for submitting a Historic Resources Act Approval (HR) Application to Alberta Culture. The applicant must meet any requirements of the Director of Alberta for Historical Resources and must provide to the Subdivision Authority a copy in writing of any required Historical Resources Act clearance prior to final endorsement.

REASONS:

1. 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 with the conditions imposed is suitable for the purpose for which the subdivision is intended pursuant to Section 9 of the Matters Related to Subdivision and Development Regulation.
3. The Subdivision Authority has determined the subdivision proposal is eligible for subdivision in accordance with the County's subdivision criteria as a reconfiguration of titles, with no additional titles being created above what presently exist.

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4. This proposal meets the criteria of the County's Land Use Bylaw for a property reconfiguration/property line adjustment and exceeds the minimum parcel size requirements.

INFORMATIVE:

- (a) Municipal Reserve (MR) was previously provided as cash-in-lieu payment on the 2.97-acre title when it was subdivided in 1994. MR has not previously been provided on the other title of land (C of T 161 193 773).
- (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) The resolution for the road plan was approved by Alberta Transportation and Economic Corridors for closure and consolidation on August 29, 2023.
- (e) Telus Communications Inc has no objection.
- (f) 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.

- (g) In reference to the above request, please be advised of ATCO Gas' response and notify the landowner of the following:
 - ATCO Gas has no objection
 - ATCO Gas' existing and future lines are protected by an existing Utility Right of WayATCO Gas would also like to make the MD/County and Landowner/Developer aware of the following:
 - If conducting any ground disturbance on the subject property, the landowner/developer must ensure the location of all utilities by contacting Utility Safety Partners at 1-800-242-3447 or <https://utilitysafety.ca/>
 - For any ground disturbance within 30m of an existing gas line please contact Crossings@atcogas.com to obtain permission (submit locate slip as back up)
 - ATCO Gas requires a minimum of 6 months' notice to design and construct a new gas line, or alter an existing gas line. New Service installations, pipeline alterations, and Main extensions will be performed at the landowner/developers expense.
 - If the landowner requires a single gas service please visit <https://gas.atco.com/en-ca/products-services-rates/new-services-changes/new-natural-gas-line.html>

Any further questions please email southlandadmin@atco.com.

- (h) ATCO Transmission high pressure pipelines has no objections. Questions or concerns can be forwarded to hp.circulations@atco.com.
- (i) Alberta Health Services has no objection.
- (j) Canada Post has no comment.

(k) Lethbridge Northern Irrigation District (LNID) – Alan Harrold, General Manager:

"The above noted Application for Subdivision has been reviewed by the Lethbridge Northern Irrigation District (LNID) and is approved subject to the following conditions:

1. Payment of the District's subdivision endorsement fee. The current fee is \$52.50 (includes GST).
2. Depending on the proposed subdivision alignment the LNID Annual Agreement (8.8 acres) for Irrigation Purposes for the LSD 5 & 6 within PT. SW 6-10-21-4, may be affected.

Thank you for the opportunity to comment. If you require more information or would like to set up an appointment to discuss the conditions above, please contact Janet Beck, Land Agent, at the Lethbridge Northern Irrigation District Office, 403-327-3302."

(l) Historical Resources – Barry Newton, Land Use Planner:

"We have reviewed the captioned Subdivision Application and determined that the property in question has an HRV value of 5a.p. Consequently, the applicant must obtain *Historical Resources Act* approval prior to proceeding with any land surface disturbance associated with subdivision by submitting a Historic Resources Application through Alberta Culture's Online Permitting and Clearance (OPaC) system – www.opac.alberta.ca.

The applicant should review the Land Use Procedures Bulletin: Subdivision Development Historical Resources Act Compliance (<https://open.alberta.ca/publications/subdivision-historical-resources-act-compliance>) prior to OPaC submission (attached)."

(m) Alberta Transportation – Leah Olsen, 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) 25, 3X **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 not 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 grants approval for the subdivision authority to vary the requirements of Section 19 of the Regulation.

Further, should the approval authority receive any appeals in regard to this application and as per Section 678(2.1) of the Municipal Government Act and Section 7(6)(d) of the regulation, Transportation and Economic Corridors agrees to waive the referral distance for this particular subdivision application. As far as Transportation and Economic Corridors is concerned, an appeal of this subdivision application may be heard by the local Subdivision and Development Appeal Board provided that no other provincial agency is involved in the application

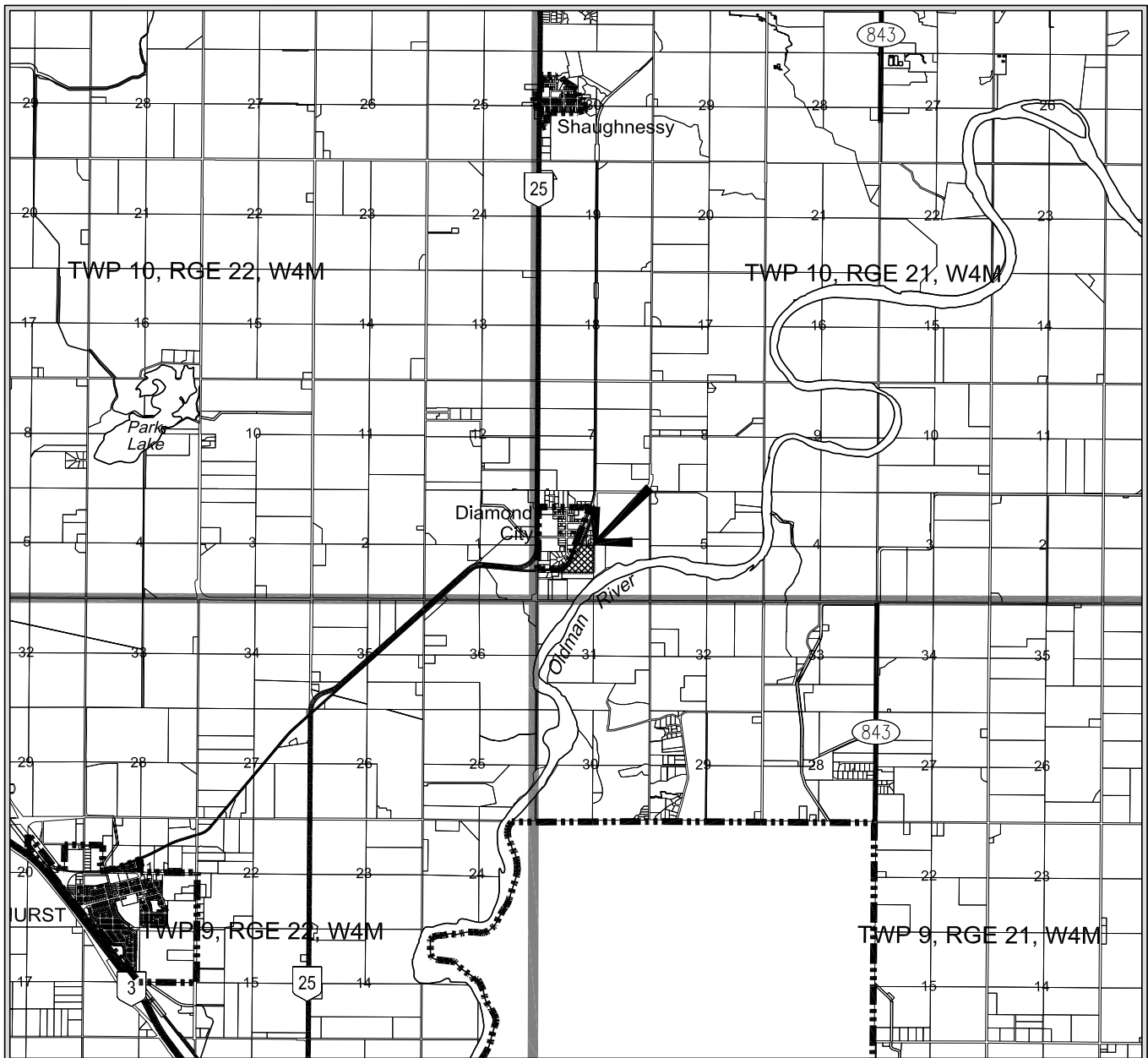
Transportation and Economic Corridors has the following additional comments and/or requirements with respect to this proposal:

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."

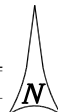
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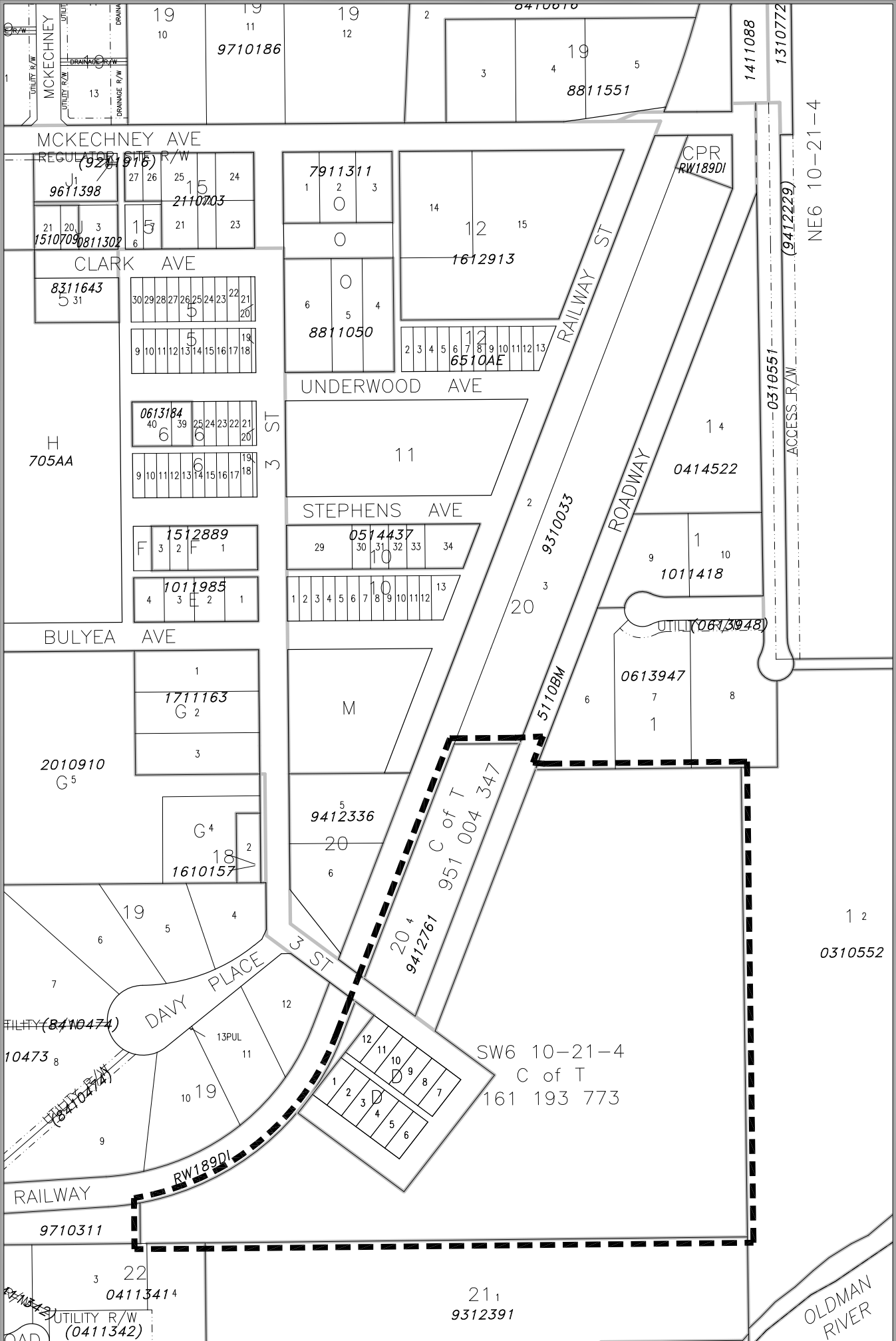
REEVE

DATE



SUBDIVISION LOCATION SKETCH
ROAD PLAN 5110BM & LOT 4; BLOCK 20; PLAN 9412761 &
PORTION OF SW 1/4 SEC 6
ALL WITHIN W 1/2 SEC 6, TWP 10, RGE 21, W 4 M
MUNICIPALITY: LETHBRIDGE COUNTY
DATE: JANUARY 30, 2023
FILE No: 2023-0-003

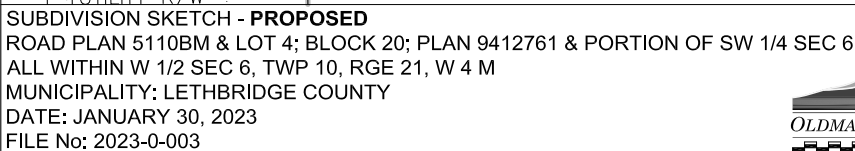




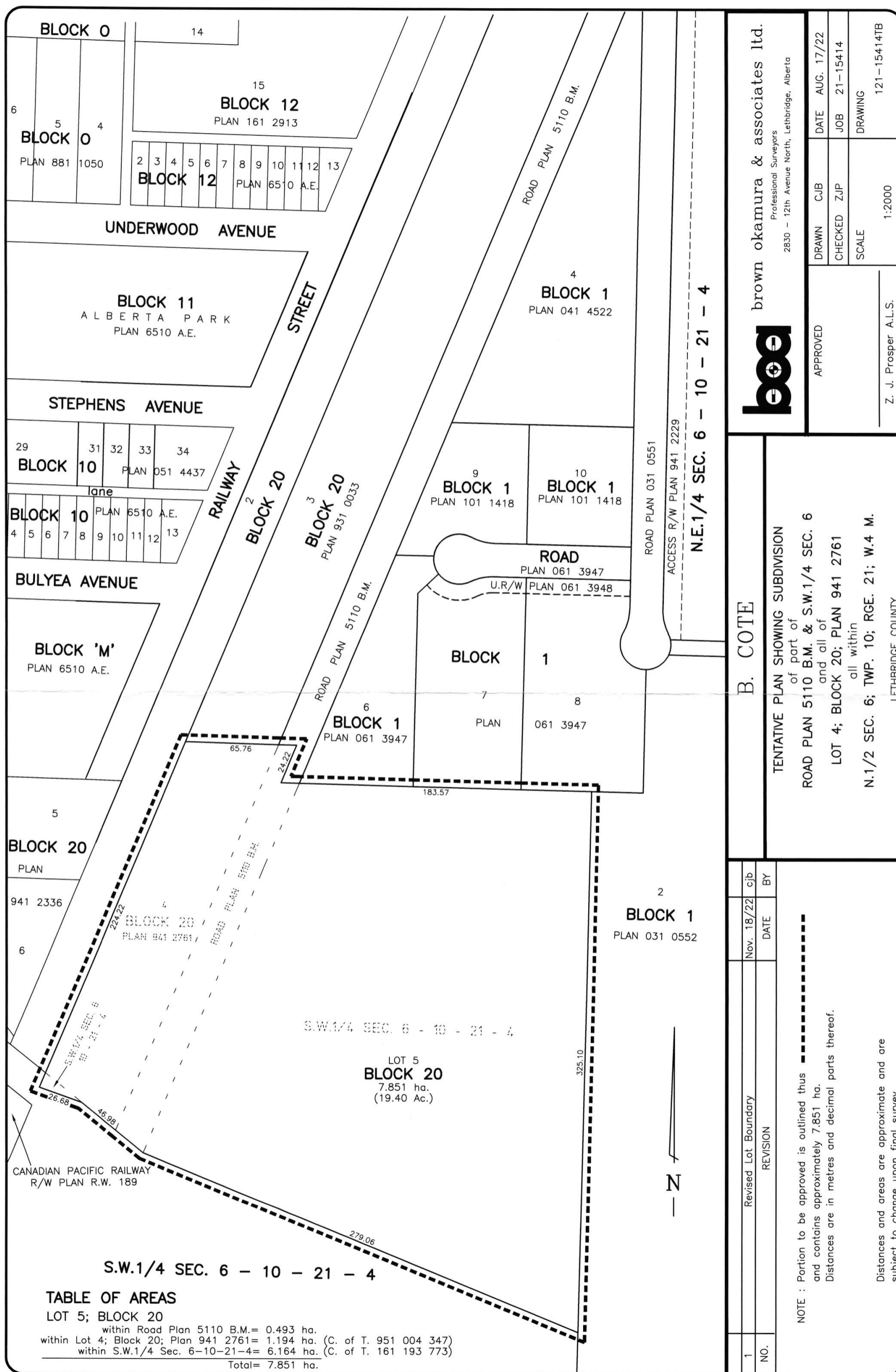
SUBDIVISION SKETCH - EXISTING
ROAD PLAN 5110BM & LOT 4; BLOCK 20; PLAN 9412761 & PORTION OF SW 1/4 SEC 6
ALL WITHIN W 1/2 SEC 6, TWP 10, RGE 21, W 4 M
MUNICIPALITY: LETHBRIDGE COUNTY
DATE: JANUARY 30, 2023
FILE No: 2023-0-003

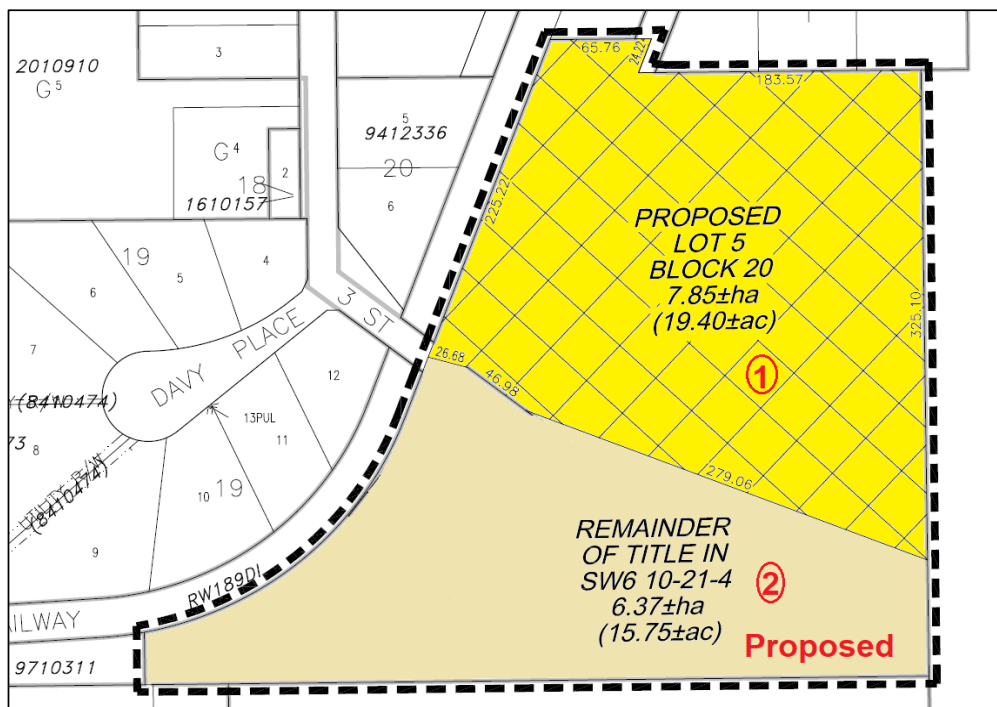
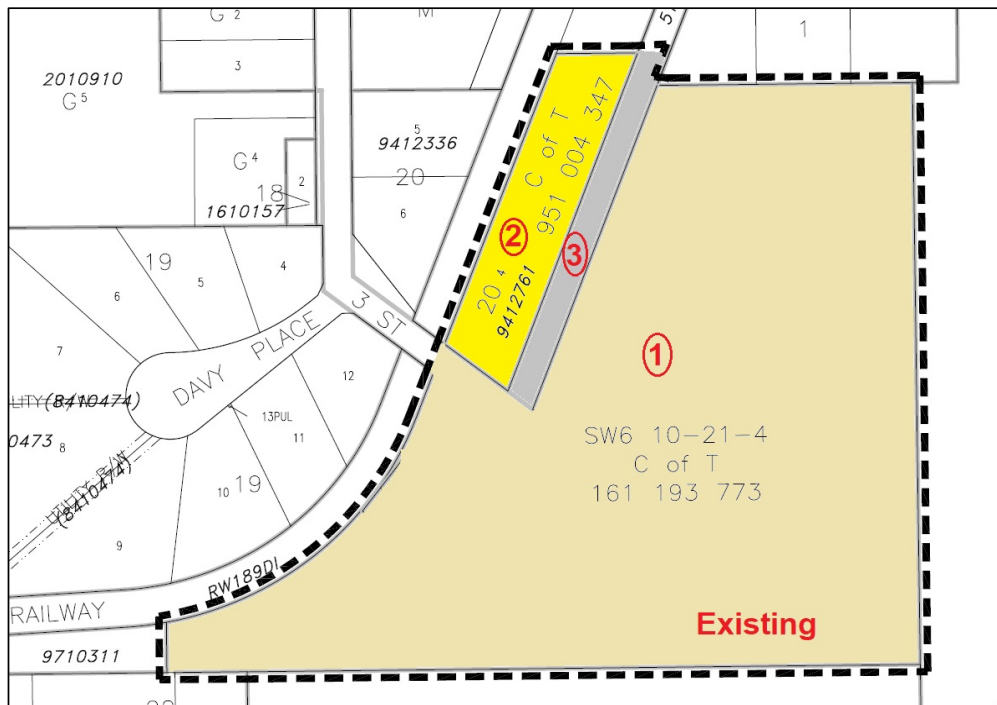


PROPOSED LOT 5, BLOCK 20	
From ROAD PLAN 5110BM	= 0.49±ha(1.22±ac)
From LOT 4, BLOCK 20, PLAN 9412761	= 1.19±ha(2.95±ac)
From SW 1/4 SEC 6 10-21-4	= 6.16±ha(15.23±ac)
SUBTOTAL = 7.85±ha(19.40±ac)	









AGENDA ITEM REPORT



Title: Bylaw 22-011 - Road Closure, Sale and Consolidation Road Plan 8419HB-
Second and Third Reading
Meeting: Council Meeting - 21 Sep 2023
Department: Community Services
Report Author: Hilary Janzen

APPROVAL(S):

Devon Thiele, Director of Municipal Development & Infrastructure Approved - 07 Sep 2023
Cole Beck, Chief Administrative Officer Approved - 07 Sep 2023

STRATEGIC ALIGNMENT:



Governance



Relationships



Region



Prosperity

EXECUTIVE SUMMARY:

An application has been made to close Road Plan 8419HB which lies 0.5 miles south of Highway 519 on Range Road 23-4.

RECOMMENDATION:

That Bylaw 22-011 be read a second time.
That Bylaw 22-011 be read a third time.

REASON(S) FOR RECOMMENDATION(S):

- No objections were raised regarding the proposed road closure, sale and consolidation.
- Alberta Transportation has approved the road closure.

PREVIOUS COUNCIL DIRECTION / POLICY:

- Policy 109A - Road Allowance Closure & Sale approved by County Council on March 6, 2014 with revisions approved on November 5, 2020.
- County Council had approved the road closure by resolution on June 16, 2022. It was determined after submitting the documents to the surveyor that the portion of road had to be closed by bylaw as it was created as part of a subdivision.
- Bylaw 22-011 Public Hearing was Held August 4, 2022. The Bylaw was sent to Alberta Transportation for Approval.

BACKGROUND INFORMATION:

An application has been received for the closure, sale and consolidation of road plan 8419HB. The road in question is undeveloped and upon review, County Administration has determined that the road is not required as part of the County's road network.

Alberta Transportation was circulated the proposed road closure and had no objections with the County proceeding with the closure, sale and consolidation. Final approval was received from Alberta Transportation on the proposed road closure, therefore the bylaw can proceed to second and third reading.

Upon approval of second and third reading, the lands will be consolidated to the residential parcel and registered at land titles.

ALTERNATIVES / PROS / CONS:

County Council may decide not to approve second reading of the bylaw.

Pros:

- None identified.

Cons:

- The County would forgo the sale revenue.
- The County would have to manage and maintain the right-of-way.

FINANCIAL IMPACT:

If the road closure is approved the proceeds of the sale will be \$6,160.00.

LEVEL OF PUBLIC PARTICIPATION:

☐ Inform ☒ Consult ☐ Involve ☐ Collaborate ☐ Empower

ATTACHMENTS:

[Bylaw 22-011- Signed by AT](#)
[Letter from AT - approval August 29 2023](#)
[Bylaw 22-011 Road Closure Application](#)
[Anker Road Closure Map](#)

[road closure sketch area](#)

**LETHBRIDGE COUNTY
IN THE PROVINCE OF ALBERTA**

BYLAW 22-011

A BYLAW OF **LETHBRIDGE COUNTY** FOR THE PURPOSE OF CLOSING TO PUBLIC TRAVEL AND CREATING TITLE TO AND DISPOSING OF PORTIONS OF A PUBLIC HIGHWAY IN ACCORDANCE WITH SECTION 22 OF THE MUNICIPAL GOVERNMENT ACT, CHAPTER M26, REVISED STATUTES OF ALBERTA 2000, AS AMENDED.

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

WHEREAS, application has been made to Council to have the roadway closed, and

WHEREAS, the Council of LETHBRIDGE COUNTY deems it expedient to provide for a bylaw for the purpose of closing to public travel certain roads or portions thereof, situated in the said municipality and thereafter creating title to and disposing of same, and

WHEREAS, notice of intention of Council to pass a bylaw has been given in accordance with Section 606 of the Municipal Government Act, and

WHEREAS, Council was not petitioned for an opportunity to be heard by any person claiming to be prejudicially affected by the bylaw;

NOW THEREFORE BE IT RESOLVED that the Council of LETHBRIDGE COUNTY in the Province of Alberta does hereby close to Public Travel and creating title to and disposing of the following described highways, subject to rights of access granted by other legislation.

Plan 8419HB
ALL THAT PORTION OF ROADWAY FORMING PART OF LOT 1, BLOCK A,
PLAN _____
CONTAINING 0.180 HECTARES (0.44 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

GIVEN first reading this 7th day of July, 2022.



Reeve



Chief Administrative Officer



Approved this 29th day of August, 2023.


Minister of Transportation
and Economic Corridors ✓

GIVEN second reading this _____ day of _____, 20____.

Reeve

Seal

Chief Administrative Officer

GIVEN third reading this _____ day of _____, 20____.

Reeve

Seal

Chief Administrative Officer



TRANSPORTATION AND ECONOMIC CORRIDORS
TECHNICAL STANDARDS BRANCH
2ND FLOOR, TWIN ATRIA BUILDING
4999-98 AVENUE
EDMONTON, ALBERTA, CANADA
T6B 2X3

TELEPHONE NO: 780-638-3505
Toll Free Connection Dial 310-0000

August 29, 2023

Lethbridge County
#100, 905 – 4th Avenue
Lethbridge, AB T4J 4E4

Attention: Hilary Janzen

RE: ROAD CLOSURE – BYLAW 22-011 (RPATH0005034)

Enclosed is the above noted bylaw which was approved by Alberta Transportation and Economic Corridors for closure and disposal on August 29, 2023.

Following the second and third readings by Council, the bylaw may be registered at Land Titles.

Please notify me when registration is complete.

Yours truly,

Grace.Saina

Digitally signed by Grace.Saina
Date: 2023.08.29 15:12:27 -06'00'

Road Closure Lead

cc: Leah Olsen
Development and Planning Technologist
Lethbridge, Alberta

Enclosures

RECEIVED

SEP 05 2023

Lethbridge County

Classification: Protected A



LETHBRIDGE COUNTY
APPLICATION FOR ROAD CLOSURE

OFFICE USE		
Date of Application: <u>June 22, 2022</u>	Assigned Bylaw	No. <u>22-011</u>
Date Deemed Complete: <u>June 22, 2022</u>	Application & Processing Fee:	\$ <u>1500.00</u>
	Assessed Value:	\$ <u>14,000 /acre</u>

APPLICANT INFORMATION

Name of Applicant: Zach Prosper ALS
Mailing Address: 2830 12 Avenue North Phone: 403-329-4688 ext. 132
Lethbridge, AB
Postal Code: T1H 5J9 Email: zach@bokgmvraton

Name of Owner: Gerrit & Teunie Anker
(if not the applicant)
Mailing Address: Box 38 Phone: 587-220-0522
Nobleford, AB
Postal Code: T0L 1S0 Email: gerardteunie@hotmail.com

ROAD CLOSURE INFORMATION

The applicant shall provide the following information:

- A map showing proposed road closure area and the applicant's property,
- Copy of the certificate of title(s) to which the road closure would be consolidated to,
- Legal Description of the proposed Road Closure (acceptable at the Land Titles Office)
- If there are other adjacent landowners provide written confirmation that they have been consulted with on the proposed road closure,
- Provide the reasons for the road closure request, and
- Application fee payment (See Schedule of Fees).

DECLARATION OF APPLICANT/AGENT

The information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts in relation to the application.

The applicant is responsible for all road closure costs including the road closure application fee, all costs associated with the Transfer of Land (surveying costs, transfer documents, registration, etc.), land purchase costs (based on the assessed value).



June 21, 2022

APPLICANT

DATE

*FOIP STATEMENT: Personal information on this form is collected under the authority of section 33(c) of the Freedom of Information and Protection of Privacy (FOIP) Act. The information collected here will be used to by Lethbridge County for the purposes of reviewing the Road Closure application. **This form is a public record that is available to anyone.** All information contained on this form (including personal information) is disclosed by Lethbridge County to anyone requesting a copy in according with Lethbridge County Policy No. 173 (Freedom of Information and Protection of Privacy (FOIP)). For further information about the collection and use of this information please contact the Lethbridge County FOIP Coordinator at foip@lethcounty.ca or call (403) 328-5525 or come into the office #100, 905-4th Avenue South, Lethbridge Alberta, T1J 4E4.*

Note: Information provided or generated in this application may be considered at a public meeting.



Plan 8419HB
Block A in the
NE-32-10-23-
W4

Municipal
Address:
105058 RR
23-4

Road
Closure
Area

RGE RD 234



N.E.1/4 SEC. 32 - 10 - 23 - 4

N.W.1/4 SEC. 33 - 10 - 23 - 4

LOT 1
BLOCK A
0.453 ha
(1.12 Ac.)

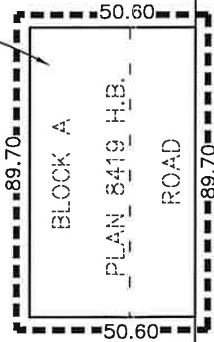


TABLE OF AREAS

LOT 1	within BLOCK A, PLAN 8419 H.B. =	0.273 ha
	within ROAD, PLAN 8419 H.B. =	0.180 ha
	TOTAL =	0.453 ha

NOTE : Portion to be approved is outlined thus -----
and contains approximately 0.453 ha.
Distances are in metres and decimal parts thereof.

GERRIT ANKER

SKETCH PLAN SHOWING PROPOSED ROAD CLOSURE & CONSOLIDATION
within
ROAD & BLOCK A, PLAN 8419 H.B.
within
N.E. 1/4 SEC.32, TWP. 10, RGE. 23, W.4 M.
Lethbridge County



brown okamura & associates ltd.
Professional Surveyors
2830 - 12 Avenue North, Lethbridge, Alberta

APPROVED Z.J. Prosper, A.L.S.	DRAWN MJ	DATE APRIL 5/22
	CHECKED ZJP	JOB 22-15616
	SCALE 1:2000	DRAWING 22-15616SK

AGENDA ITEM REPORT



Title: Tax Penalty Waiver Request - Roll #03020000
Meeting: Council Meeting - 21 Sep 2023
Department: Corporate Services
Report Author: Jennifer Place

APPROVAL(S):

Cole Beck, Chief Administrative Officer

Approved - 13 Sep 2023

STRATEGIC ALIGNMENT:



Governance



Relationships



Region



Prosperity

EXECUTIVE SUMMARY:

As per the attached letter a request has been submitted to council for consideration of a tax penalty waiver request in the amount of \$302.67.

RECOMMENDATION:

That County Council not waive tax penalties in the amount of \$302.67 as requested tax roll 53020000.

REASON(S) FOR RECOMMENDATION(S):

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

PREVIOUS COUNCIL DIRECTION / POLICY:

The Municipal Government Act provides council with an opportunity to cancellation, reduction, refund, or deferral of taxes as stated below;

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:

A letter was received from Mr. Van Hierden regarding tax roll #53020000 explaining that a payment had been made on the property taxes prior to the July 31st due date, however on August 14th, he

was notified by Lethbridge County that the payment had been returned and an NSF and tax penalty would be applied to the tax roll account as the tax roll was now deemed as unpaid. As indicated in the letter, the returned payment was due to a clerical error made on their end.

The tax roll account and NSF fee has been paid and the penalty amount is still outstanding.

ALTERNATIVES / PROS / CONS:

Waive tax penalty in the amount of \$302.67 as requested:

PRO - Would satisfy the penalty waiver request.

CON - There is a tax penalty bylaw in place, and waiving the penalty would set a precedent for future requests.

Waive a portion of the tax penalty in the amount of \$302.67 as requested:

PRO - Would partially satisfy the penalty waiver request.

CON - There is a tax penalty bylaw in place, and waiving a portion of the penalty would set a precedent for future requests.

FINANCIAL IMPACT:

Loss of tax penalty levied in the amount of \$302.67.

LEVEL OF PUBLIC PARTICIPATION:



Inform



Consult



Involve



Collaborate



Empower

ATTACHMENTS:

[Penalty Waiver - Van Hierden](#)

August 29, 2023

County of Lethbridge
100, 905 – 4th Ave S.
Lethbridge, AB
T1J 4E4

Dear County of Lethbridge Members of Council,

We are writing regarding a mistake that was made for this year's property taxes due July 31, 2023. We received our tax bill and all was in order. We had to move some money around to make sure there was enough money in the account to cover the property taxes in question. We then signed the cheque and put it in the mail on July 28, 2023. We had done all we could to make sure that our taxes were paid on time.

We received a letter from the County of Lethbridge last week dated for the August 14, 2023 advising us that our cheque had been returned because of insufficient funds. This was very confusing to us and we made several phone calls to the bank to see what had happened. Turns out the mistake was our own and our bookkeeper had accidentally put the wrong printable cheque in the printer for an old bank account that we no longer use.

While we recognize that this mistake was our own we are asking that you consider waiving the 5% overdue fee that was charged us for this simple mistake. Enclosed is a cheque for the original amount of \$6,018.49 plus the \$35 service charge as requested by the letter dated August 14, 2023.

Regards,



Bert Van Hierden
2066098 Alberta Ltd.



AGENDA ITEM REPORT



Title: Stirling Wind Project - Community Funding
Meeting: Council Meeting - 21 Sep 2023
Department: Corporate Services
Report Author: Jennifer Place

APPROVAL(S):

Cole Beck, Chief Administrative Officer

Approved - 15 Sep 2023

STRATEGIC ALIGNMENT:



Governance



Relationships



Region



Prosperity

EXECUTIVE SUMMARY:

The County was contacted by Potentia Renewables Inc. to discuss a community funding through the Stirling Wind Project as per the attached agreement. 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.

The Stirling Wind Project is for both the County of Warner, which has 9 turbines and Lethbridge County, that has 14 turbines. Based on these numbers, Warner County would be eligible to receive \$9,783 and Lethbridge County \$15,217 based on prorating the \$25,000 annual commitment.

The contributions would be provided to the municipality and distributed back to the community through an application process as determined and awarded by both Stirling Wind Project and the County.

RECOMMENDATION:

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.

REASON(S) FOR RECOMMENDATION(S):

By entering into the agreement it provides the County an opportunity to give back to the community. There is also the opportunity within the agreement to offer scholarships for specific studies, enhancing the County's current bursary program.

PREVIOUS COUNCIL DIRECTION / POLICY:

N/A

BACKGROUND INFORMATION:

In speaking with the representative for Stirling Wind Project, it was stated that Lethbridge County has 14 wind turbines making the County eligible to receive approximately \$15,217 as the annual contribution commitment from Stirling Wind.

These funds are to be used specifically for community benefit as outlined within the agreement. As per the agreement the annual amount must be split with 60% of the funding going towards fixed allocations and 40% towards open allocations. The allocation details are outlined in Article 5 of the agreement, with one of the fixed allocations types being a scholarship (ideally for those entering the field of science, technology, engineering or mathematics).

Additionally, the agreement also outlines that the County and Stirling Wind Project will work cooperatively in all aspects of the program, including reviewing recipient applications and determine the successful beneficiaries jointly.

An copy of Wheatland County's community funding program has been included for information.

ALTERNATIVES / PROS / CONS:

County Council can choose to not enter into an agreement with Stirling Renewable Energy LP.

PRO - does not add to administrative duties

CON - funds earned through wind turbines would go directly back to the community.

FINANCIAL IMPACT:

Community funds would be made available annual at little cost to the County aside from some additional administration and advertising costs for the management of the program.

LEVEL OF PUBLIC PARTICIPATION:

☒ **Inform** ☐ **Consult** ☐ **Involve** ☐ **Collaborate** ☐ **Empower**

ATTACHMENTS:

[Stirling Wind Project County Draft Community Agreement - \(002\)](#)
[2023-01-25-Wheatland-Wind-Community-Grant-Application.V03-final](#)

COMMUNITY BENEFITS AGREEMENT

THIS AGREEMENT dated as of the ___ day of _____ (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

[] 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 Twenty Five Thousand (\$~~25,000.00~~) 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:
 - (i) 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.

Commented [A1]: County of Warner has 9 turbines and Lethbridge has 14 turbines. Meaning Warner would get \$9,783 and Lethbridge \$15217 prorating based on turbines

- (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.
- (c) 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 Recipient 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.
- 4.2 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 (\$[]/annum) to be fixed (“**Fixed Allocation**”) for distribution as per section 5.2 below;
 - (b) 40% of the Annual Contribution (\$[]/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 [] County schools, with reasonable efforts to prioritize [] schools, 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 [] County schools with reasonable efforts to prioritize [], that are attending an accredited University or College in Canada

Commented [A2]: Perhaps we can focus on school division closest to the project

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). Stirling 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.

Commented [A3]: Does something like this exist for Stirling?

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 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 ☐ and 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.).

Commented [A4]: Perhaps we can insert the school zone/division closest to the project?

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 ☐ 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.

- 8.8 This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.
- 8.9 This Agreement constitutes the entire agreement between the Parties pertaining to the Annual 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:

☐ County

☐

Attention: ☐ Chief Administrative Officer

Email: ☐

(b) 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

- 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 enure 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 this 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.

County

Stirling Renewable Energy LP, by and through
its general partner, Stirling Wind Project Ltd.

Signature:

Name:

Title:

Authorized Representative of Recipient

Signature:

Name:

Title:

Authorized Signatory of the Proponent

Signature:

Name:

Title: Chief Administrative Officer

County

Authorized Representative of Recipient



Community Benefit Fund Application Wheatland Wind Project LP

In 2022, the Wheatland Wind Project entered into an agreement with Wheatland County to establish a Community Benefit Contribution Program that would allocate a maximum of \$10,000 annually to be distributed through an open application process to community organizations.

Open Allocation (maximum of \$10,000 annually):

Funding through the Community Benefit Program is available to Wheatland County based groups/organizations for projects or events that enhance and enrich our community in one of more of the following categories:

- ❖ Environmental Enhancement – projects, events or initiatives that improve environment quality, reduce environmental degradation, or increase community awareness of environment issues.
- ❖ Social Welfare – projects, events or initiatives that provide support to at-risk groups or individuals within the community.
- ❖ Arts and Culture – projects, events or initiatives that celebrate local artists or culture or provide opportunities for groups or individuals to experience or create art.
- ❖ Health and Wellness – projects, events or initiatives that promote healthy lifestyles and choices and general community wellness.
- ❖ Education & Science – projects, events or initiatives that support learning and use of technology and innovation to improve the community.
- ❖ Emergency Relief – projects, events or initiatives that support individuals or businesses to adapt or recover from emergency situations.

Eligibility

- ❖ Local registered charities, not for profit societies, organization & associations, schools, and other groups as deemed appropriate.

Projects Could Include

- ❖ Capital projects or equipment for the enhancement of community facilities, community events, art, or education programs.
- ❖ Emergency Relief – projects, events or initiatives that support individuals or businesses to adapt or recover from emergency situations.

Approval Criteria

- ❖ Community enhancement/enrichment
- ❖ Environmental protection/enhancement
- ❖ Overall community impact
- ❖ Efficient use of funds

For additional information on the programs, criteria and distribution please review the Wheatland Wind Project Community Benefit Fund or contact Wheatland County's Community Services Coordinator (403)-934-3321 or parks@wheatlandcounty.ca

Deadline for applications is March 1st, with allocation decisions to be made by June 15th.



Community Benefit Fund Application Wheatland Wind Project LP

Type of Application (please check)	
Open Allocation	(Please choose from options below)
Environmental Enhancement	<input type="checkbox"/>
Social Welfare	<input type="checkbox"/>
Arts & Culture	<input type="checkbox"/>
Health & Wellness	<input type="checkbox"/>
Education & Science	<input type="checkbox"/>
Emergency Relief	<input type="checkbox"/>

Applicant Information	
Organization Name	
Contact Name	
Mailing Address	
Phone	
Email	
Type of Organization	(Please choose from options below)
Charitable Organization	<input type="checkbox"/>
Not-For-Profit Organization	<input type="checkbox"/>
School	<input type="checkbox"/>
Individual or Group	<input type="checkbox"/>

Program/Event/Activity Information
Name of Program/ Event/Activity
Date Being Held
Description
Amount of Funds Requested



Community Benefit Fund Application Wheatland Wind Project LP

Community Involvement

Community Enhancement

Environmental Enrichment
or Enhancement

Community Impact

Overall Use of Volunteers

Effective Use of Funds
Requested

Number of People
Impacted

Recognition of
Sponsorship

Any Additional
Information



Community Benefit Fund Application Wheatland Wind Project LP

Budget

Revenues

List all sources of revenue
including the requested
community benefit grant
amount

Expenses

List all anticipated
expenditures/ costs

Have you attached additional information to support this application: Yes No

I, _____, as representative for the _____
(organization) acknowledge that the information provided is accurate to the best of my knowledge. It is understood that any funds allocated and not exclusively utilized for the program identified will need to be returned to Wheatland County. It is understood that any funds received over the amount of \$1,000 will require a report on how funds were expended and the benefits to the community and participants.

Signature

Date

Under the Freedom of information and Protection of Privacy Act (FOIP) s.33(c) personal information is collected for the purpose of applying for the Community Grant pursuant to provisions of the Municipal Government Act. Question regarding the collection of personal information can be directed to the FOIP Coordinator at (403)-934-3321 or FOIP@wheatlandcounty.ca

AGENDA ITEM REPORT



Title: Fire Services 2023 Department Update
Meeting: Council Meeting - 21 Sep 2023
Department: Corporate Services
Report Author: Jennifer Place

APPROVAL(S):

Jennifer Place, Director of Corporate Services
Cole Beck, Chief Administrative Officer

Approved - 12 Sep 2023
Denied - 13 Sep 2023

STRATEGIC ALIGNMENT:



Governance



Relationships



Region



Prosperity

EXECUTIVE SUMMARY:

Fire Services has responded to a number of incidents around the county within the first half of this year, from medical first response calls to large fires. On a year to year basis the county residents and visitors use of Fire Services has increased. Fire services not only responds to emergencies but try to prevent emergencies through prevention efforts as well.

RECOMMENDATION:

This Fire Services report is for County Council information for the period of January 1- July 31, 2023

REASON(S) FOR RECOMMENDATION(S):

To update council on happenings within the Fire Service Department

PREVIOUS COUNCIL DIRECTION / POLICY:

Regular council reporting requirements by providing an fire services update.

BACKGROUND INFORMATION:

In the first half of 2023, our department has been actively engaged in a variety of important activities and initiatives:

Incident Response:

Responded to a total of 281 incidents, marking a notable increase of 52 calls compared to the same period last year.

Notably, the Manager of Fire Services responded to 62 of these incidents.

Side note:

Coaldale's new coverage area has required our response 47 times, allowing us to efficiently manage this region.

The fire permit program continues to be successful, with 565 permits issued. Still resulting in fewer administrative demands and improved compliance regarding fire regulations within the county.

Fire Safety Inspections and Investigations:

Conducted 112 fire safety inspections on businesses within the county, which includes reviewing plans for new buildings and businesses.

Carried out 13 fire investigations in the first half of the year, with all findings reported to the province in cases involving financial losses.

Regional Initiatives :

The Town of Picture Butte has secured a \$200,000 Alberta Community Partnership (ACP) Grant for Regional Implementation of Emergency Management, enhancing our preparedness and coordination across municipalities within Lethbridge County.

Obtained a Fire Services Training Grant in the amount of \$4,512 to support fire services training efforts. This grant was applied for and will be managed by Lethbridge County Fire Services.

Operational Improvements:

Coordinated the transition of Coaldale into its new response area, eliminating the need for a fire agreement with the city, and working on a mutual aid agreement for emergency assistance as needed from the city.

Implemented a new, integrated records management program for all county fire services.

Launched a hydrant maintenance and testing program to minimize issues during fire events.

Collaborated with HR and public works to create a Volunteer Firefighter Directive, allowing county employees serving as volunteer firefighters to respond to emergencies during work hours.

Regional Emergency Management Update:

The \$200,000 ACP Grant for regional emergency management will enable us to hire a consulting company to develop a unified regional emergency management system, enhancing resource sharing and preparedness across municipalities in the county.

Although the implementation of the proposed regional emergency management system was delayed due to grant approval, we are now moving forward with the selection of a consultant and looking forward to launching the Regional Emergency Management system.

Looking Ahead to the Second Half of 2023:

Prioritizing fire prevention and public education efforts to inform the community about safety measures and provide opportunities for residents to get acquainted with all county fire services.

Engaging in agreement renewal discussions with our contracted stations, collaborating with station chiefs and administration to ensure optimal service delivery while adhering to budget constraints.

Developing a level of service document for council approval, outlining the emergency response services that align with the community's needs.

Working closely with the Finance department to prepare the Fire Service department budget for 2024, addressing the evolving needs of our department.

ALTERNATIVES / PROS / CONS:

This report is for information purpose only. No pros or cons identified.

FINANCIAL IMPACT:

Not applicable with update.

LEVEL OF PUBLIC PARTICIPATION:



Inform



Consult



Involve



Collaborate



Empower

AGENDA ITEM REPORT



Title: Lethbridge County Council Attendance Update - August 2023
Meeting: Council Meeting - 21 Sep 2023
Department: Administration
Report Author: Candice Robison

APPROVAL(S):

Cole Beck, Chief Administrative Officer

Approved - 08 Sep 2023

STRATEGIC ALIGNMENT:



Governance



Relationships



Region



Prosperity

EXECUTIVE SUMMARY:

To remain transparent to its citizens, Lethbridge County Council members report on their activities and events attended throughout the month.

RECOMMENDATION:

No motion required.

REASON(S) FOR RECOMMENDATION(S):

To remain transparent to the citizens of Lethbridge County.

PREVIOUS COUNCIL DIRECTION / POLICY:

A County Council update is provided monthly.

BACKGROUND INFORMATION:

In order to remain transparent to its citizens, Lethbridge County Council members provide a monthly report on their activities and events for the prior month.

ALTERNATIVES / PROS / CONS:

By not reporting activities and events attended by members of Council, citizens are unaware of the events occurring within the region and are unaware of the participation of Council with regards to community events.

FINANCIAL IMPACT:

None at this time.

LEVEL OF PUBLIC PARTICIPATION:



Inform



Consult



Involve



Collaborate



Empower

ATTACHMENTS:

[Lethbridge County Council Attendance Update - August 2023](#)

**Lethbridge County Council Attendance
August 2023**

Division 1

Councillor Lorne Hickey

August 3	Lethbridge County Council Meeting
August 10	Agri-Food Hub & Trade Centre Grand Opening
August 22	Whoop-Up Days Pancake Breakfast and Parade
August 24	Brighter Together Food Journey Reception

Division 2

Reeve Tory Campbell

August 2	Exhibition Park Board Meeting
August 3	Lethbridge County Council Meeting
August 3	Chinook Arch Library Board Meeting
August 8	Exhibition Park Meeting, Virtual
August 10	Agri-Food Hub & Trade Centre Grand Opening
August 12	Coaldale Summer Fest Candy Parade
August 16	Casino, Friends of Chinook Arch Library Society
August 21	Water and Wastewater Briefing, CAO and Staff
August 22	Whoop-Up Days Pancake Breakfast and Parade
August 22	Meeting with Premier Danielle Smith, Water and Wastewater
August 24	Brighter Together Food Journey Tour and Reception
August 25	Whoop-Up Days Rodeo Hosting
August 26	Casino, Exhibition Park
August 29	Reeves Roundtable, Renewable Energy- CANREA, Stirling, AB

Division 3

Councillor Mark Sayers

August 3	Lethbridge County Council Meeting
August 12	Coaldale Summer Fest Candy Parade
August 22	Whoop-Up Days Pancake Breakfast and Parade
August 24	Brighter Together Food Journey Reception

Division 4

Deputy Reeve John Kuerbis

August 3	Lethbridge County Council Meeting (Via Teams)
August 12	Nobleford Parade
August 21	Meeting with Community Futures Executive Director
August 22	Whoop-Up Days Pancake Breakfast and Parade
August 23	Pow Wow Grand Entry Celebration
August 24	Pow Wow Grand Entry Celebration
August 26	Coalhurst Parade

Division 5**Councillor Eric Van Essen**

August 3	Lethbridge County Council Meeting
August 10	Southern Regional Stormwater Drainage Committee Meeting
August 12	Nobleford Parade
August 19	Picture Butte Parade
August 22	Whoop-Up Days Pancake Breakfast and Parade

Division 6**Councillor Klaas VanderVeen**

August 1	Economic Development Consultation with Kevin McPhillips
August 2	Link Pathway Meeting
August 3	Lethbridge County Council Meeting
August 10	Agri-Food Hub & Trade Centre Grand Opening
August 11	SAEWA AGM Nomination Committee Meeting
August 16	Picture Butte & District Harvest
August 19	Picture Butte Parade
August 25	SAEWA Board Meeting

Division 7**Councillor Morris Zeinstra**

August 3	Lethbridge County Council Meeting
August 9	CAO – Division 7 Councillor Meeting
August 10	Agri-Food Hub & Trade Centre Grand Opening
August 19	Picture Butte Parade