

AGENDA

1. **WELCOME AND CALL TO ORDER**

2. **LAND ACKNOWLEDGEMENT**

- 2.1 In the spirit of Truth and Reconciliation, the Town of Blackfalds acknowledges that we are on Treaty 6 territory, the ancestral lands of Cree, Saulteaux (So-toe), Blackfoot, Métis, Dene (Denay) and Nakota Sioux (Sue). We acknowledge all the many First Nations, Métis, Inuit, and non-status peoples whose footsteps have marked these lands since time immemorial.

We recognize the inherent relationships Indigenous communities have with this land and its creatures and commit to supporting reconciliation and healing. We honour the resilience, culture, and contributions of Indigenous peoples, past and present.

As we gather, we pledge to listen, learn, and take meaningful action toward a future based on mutual respect and understanding as we continue on our journey of truth and healing. We recognize that reconciliation is not a single act but a lifelong journey—one that requires accountability, humility, and the centering of Indigenous voices.

3. **ADOPTION OF AGENDAS**

- 3.1 Regular Agenda for September 21, 2026
3.2 Consent Agenda for September 21, 2026
- a) **Declaration of No Interest** (*conflict of duty and interest, pecuniary or other*)
 - b) **Adoption of Minutes**
 - Regular Council Meeting Minutes – September 8, 2026
 - c) **Council Reports**
None
 - d) **Administrative Reports**
 - Report for Council, CAO Report – September 2026
 - Report for Council, Enforcement & Protective Services Monthly Report – August 2026
 - Report for Council, Development & Building Monthly Report – August 2026
 - Report for Council, BOLT KPI Monthly Report – August 2026
 - e) **Boards, Committees and Commission Minutes and/or Reports**
None
 - f) **Information**
 - Lt. Governor of Alberta's March 2026 - August 2026 Update
 - g) **Correspondence**
 - Letter from the Friends of the Blindman River Funding Request - September 1, 2026
 - Email from Dr. Allen Lycka Re: Blackfalds Knows Resilience - September 24, 2026

4. **PUBLIC HEARING**

None

5. **DELEGATION**

None

6. **BUSINESS**

- 6.1 Request for Decision, North Red Deer River Water Services Commission Bylaw 1 Replacement
- 6.2 Request for Decision, Bylaw 1361.26 - Increasing the Authority of the Development Officer (*First Reading*)
- 6.3 Request for Decision, Lacombe Lake Management Plan RFP Award
- 6.4 Request for Decision, Subdivision File No. S-07-26, 239 Eastpointe Drive
- 6.5 Request for Decision, Economic Development Strategy Contract Award
- 6.6 Request for Decision, Ball Diamond Construction
- 6.7 Request for Decision, Community Initiatives Grant – Blackfalds Homeschool Sports Co-op
- 6.8 Request for Decision, Economic Development Strategy Selection Single Purpose Task Force – Per Diem Approvals
- 6.9 Request for Decision, Organizational Meeting Time Change & Set Regular Council Meeting Request
- 6.10 Council Motion, Request for Information on Data Centers – *Councillor Twerdoclib*
(*Notice of Motion given at the September 8, 2026, Regular Council Meeting*)

7. **NOTICES OF MOTION**

None

8. **CONFIDENTIAL**

- 8.1 Committee Discussion – ATIA Section 29 – Advice from Officials

9. **ADJOURNMENT**

Future Meetings/Events:

- Standing Committee of Council Meeting – October 7, 2026
- Regular Council Meeting – October 13, 2026

MINUTES

A Regular Council Meeting for the Town of Blackfalds was held on September 8, 2026, at 5018 Waghorn Street in Council Chambers, commencing at 6:00 p.m.

MEMBERS PRESENT

Mayor Laura Svab
Councillor Ryan Brown
Councillor Aaron J. Hoyte
Councillor Cory Twerdoclib
Councillor Brenda Dennis

ATTENDING

Kim Isaak, Chief Administrative Officer
Preston Weran, Director of Infrastructure & Planning Services
Ken Morrison, Director of Emergency Management & Protective Services
Rick Kreklwich, Director of Community Services
Jolene Tejkl, Planning & Development Manager
Aws Al Sammarraie, Engineering Services Manager
Renan Bravo, Information Technology Technician
Danielle Nealon, Senior Legislative Advisor

REGRETS

Deputy Mayor Jim Sands
Councillor Shane Hanson

OTHERS PRESENT

None

1. WELCOME AND CALL TO ORDER

Mayor Svab welcomed everyone to the Regular Council Meeting of September 8, 2026, and called the meeting to order at 6:00 p.m.

2. LAND ACKNOWLEDGEMENT

A Land Acknowledgement was read to recognize that the Town of Blackfalds is on Treaty 6 territory.

3. ADOPTION OF AGENDAS

Council reviewed the Agendas for September 8, 2026.

301/26 Councillor Hoyte moved That Council adopt the Regular Agenda for September 8, 2026, as presented.

CARRIED UNANIMOUSLY

302/26 Councillor Hoyte moved That Council adopt the Consent Agenda for September 8, 2026, as presented, containing:

- a) **Declaration of No Interest** (*conflict of duty and interest, pecuniary or other*)
- b) **Adoption of Minutes**
 - Regular Council Meeting Minutes – August 25, 2026
 - Special Council Meeting Minutes – August 27, 2026
- c) **Council Reports**
 - Mayor Laura Svab
 - Deputy Mayor Jim Sands
 - Councillor Shane Hanson
 - Councillor Ryan Brown
 - Councillor Aaron J. Hoyte
 - Councillor Cory Twerdoclib
 - Councillor Brenda Dennis

MINUTES

d) **Administrative Reports**

None

e) **Boards, Committees and Commission Minutes and/or Reports**

None

f) **Information**

- City of Lacombe Council Highlights - August 24, 2026
- Lacombe County Council Highlights - August 27, 2026

g) **Correspondence**

- Letter from the Deputy Minister and Minister of Public Safety and Emergency Services, Honourable Mike Ellis, Re: Policing Support Grant – August 28, 2026

CARRIED UNANIMOUSLY

4. PUBLIC HEARING

None

5. DELEGATION

None

6. BUSINESS

6.1 Request for Decision, Council Policy CP-197.26 - Asset Management

Manager Al Sammarraie presented the revised Council Policy for Asset Management for Council's consideration.

303/26

Councillor Brown moved That Council rescind Policy 161.22, Asset Management, effective immediately.

CARRIED UNANIMOUSLY

Councillor Brown moved That Council adopt Council Policy CP-197.26 - Asset Management, as presented, effective immediately.

Before voting on the foregoing motion, an amendment was introduced

304/26

Councillor Hoyte moved That Council strike "presented" and replace with "amended to reflect the typographical error that was identified in Section 3.6".

CARRIED UNANIMOUSLY

The amended main motion was back on the floor

305/26

Councillor Brown moved That Council adopt Council Policy CP-197.26 - Asset Management, as amended to reflect the typographical error that was identified in Section 3.6, effective immediately.

CARRIED UNANIMOUSLY

6.2 Request for Decision, Bylaw 1360.26- LUB Accessory Building Driveway Setback

Manager Tejkl brought forward for Council's consideration Bylaw 1360.26 - LUB Accessory Building Driveway Setback.

306/26

Councillor Hoyte moved That Council give First Reading to Bylaw 1360.26 – Accessory Building Accessed by a Driveway Setback Amendments, as presented.

CARRIED UNANIMOUSLY

307/26

Councillor Twerdoclib moved That a Public Hearing date be set for October 13th, 2026, at 6:00 p.m. in Council Chambers.

CARRIED UNANIMOUSLY

MINUTES**6.3 Request for Decision, Subdivision File No. S-06-26, St. Veronica School Site**

Manager Tejkl presented Subdivision File No. S-06-26, St. Veronica School Site, for Council's consideration.

308/26

Councillor Hoyte moved That Council, being the designated Subdivision Authority for the Town of Blackfalds, is satisfied that the proposed subdivision meets the relevant considerations, and moves to approve the subdivision of 1.86 hectares from Lot 17MR Block 13 Plan 242 2261 and redistrict the 1.86 hectare parcel to a School Reserve (SR), subject to the following conditions:

1. That pursuant to Section 84 of the *Land Titles Act*, the Subdivision is registered by Plan of Survey.
2. That pursuant to Section 655(1) of the *Municipal Government Act*, that the owner/developer register utility easement right of way as per the requirements of the Town of Blackfalds and/or utility companies concurrent with or prior to registering the subdivision's Plan of Survey.

CARRIED UNANIMOUSLY**6.4 Request for Decision, Council Policy CP-170.23 – Public Participation**

CAO Isaak, on behalf of the Council Communication & Engagement Committee, brought forward the Council Policy CP-170.23 – Public Participation.

309/26

Councillor Twerdoclib moved That Council adopt amended Council Policy CP-170.23 - Public Participation, as amended to remove definition 3.7, effective immediately.

CARRIED UNANIMOUSLY**6.5 Request for Decision, Council Policy CP-198.26 – Proclamations**

CAO Isaak presented the Council Proclamations Policy for Council's consideration of adoption.

310/26

Councillor Hoyte moved That Council adopt Council Policy CP-198.26 – Proclamations, as presented, effective immediately.

CARRIED UNANIMOUSLY**6.6 Request for Decision, Policies for Rescinding**

CAO Isaak presented for Council's consideration Policies to rescind.

311/26

Councillor Twerdoclib moved That Council rescind Policies:

1. Purchasing Policy 151.21
2. Office Hours Policy 153.21
3. Council Remuneration Policy 156.21
4. New Employee Orientation Policy 124.16
5. Electronic Equipment and Software Disposal

CARRIED UNANIMOUSLY**6.7 Request for Decision, Letter of Support - Optimist Club of Blackfalds**

CAO Isaak brought forward for Council's consideration and discussion the request for an updated letter of support for the toddler playground.

312/26

Councillor Dennis moved That Council provide a letter of support to the Optimist Club of Blackfalds for their proposed toddler playground in the Town.

CARRIED UNANIMOUSLY

MINUTES

6.8 Request for Decision, Regular Council Meeting Date Change Request

CAO Isaak brought forward a recommendation to change the Regular Council meeting date of September 22, 2026.

313/26

Councillor Hoyte moved That Council reschedule the Tuesday, September 22, 2026, Regular Council Meeting for Monday, September 21, 2026, and post notice of the date change accordingly.

CARRIED UNANIMOUSLY

7. NOTICES OF MOTION

7.1 Request for information on Data Centers

Councillor Twerdoclib provided a Notice of Motion regarding Request for Information on Data Centers to be considered by Council at the September 21, 2026, Regular Meeting of Council.

“That Council direct Administration to conduct research on AI Data Centers, their effects on the municipality and environment, potential changes required to the Land Use Bylaw, the MDP and any other master plans of the Town, in order to protect the interests of Blackfalds and its residents and That the information be brought back to a future Standing Committee of Council Meeting for discussion.”

RECESS

Mayor Svab called for a 5-minute recess at 6:47 p.m.

REGULAR COUNCIL MEETING RETURNED TO ORDER

Mayor Svab called the Regular Council Meeting back to order at 6:51 p.m.

8. CONFIDENTIAL

8.1 Third Party Advertising – ATIA – Section 19 – Disclosure Harmful to Business Interests of a Third Party

314/26

Councillor Hoyte moved That Council move to a closed session commencing at 6:51 p.m. in accordance with Section 197(2) of the *Municipal Government Act* to discuss item 8.1 Third Party Advertising – ATIA – Section 19 – Disclosure Harmful to Business Interests of a Third Party, pursuant to Section 19 of the *Access to Information Act*.

CARRIED UNANIMOUSLY

Closed Session Attendance: Mayor Laura Svab, Councillor Ryan Brown, Councillor Aaron J. Hoyte, Councillor Cory Twerdoclib, Councillor Brenda Dennis, CAO Kim Isaak, Director Rick Kreklwich and Senior Legislative Advisor Danielle Nealon.

315/26

Councillor Dennis moved That Council move to come out of the closed session at 6:55 p.m.

CARRIED UNANIMOUSLY

REGULAR COUNCIL MEETING RETURNED TO ORDER

Mayor Svab called the Regular Council Meeting back to order at 6:55 p.m.

Regular Council Meeting Attendance: Mayor Laura Svab, Councillor Ryan Brown, Councillor Aaron J. Hoyte, Councillor Cory Twerdoclib, Brenda Dennis, CAO Kim Isaak, Director Rick Kreklwich and Senior Legislative Advisor Danielle Nealon.

MINUTES

**8.1 Third Party Advertising – ATIA – Section 19 – Disclosure Harmful to
Business Interests of a Third Party**

316/26

Councillor Hoyte moved That Council direct Administration to proceed as discussed in closed.

CARRIED UNANIMOUSLY

9. ADJOURNMENT

Mayor Svab adjourned the Regular Council Meeting at 6:56 p.m.

Laura Svab, Mayor

Kim Isaak, Chief Administrative Officer

MEETING DATE: September 21, 2026

PREPARED BY: Kim Isaak, Chief Administrative Officer

SUBJECT: CAO Report – September 2026

Key Projects and Initiatives

- HelpSeeker has commenced interviews for the Housing Needs Assessment. Administration is in the process of scheduling a Public Open House.
- Facilitated the first quarter Strategic Plan Review Workshop with Council.
- Received confirmation from RCMP K Division for meeting during the ABMunis Conference.
- Meeting and review of the proposed new Water Commission Bylaw and Agreements.
- Finalized review of staffing business cases.
- Capital Project Priority meeting held to determine which projects would require business cases for budget deliberations.
- Convened the Council Remuneration Review Committee and prepared memo for Committee to set framework for discussions.
- Budget Direction Meeting held where Council set the direction for the 2027 Budget.
- Land acquisition for the snow dump has now been finalized.
- The Budget Survey has been out since August and closes on September 21st. As of September 10, 2026 there were 291 responses.
- Catalis walkthroughs continue for the new ERP. Data is being reviewed for accuracy to ensure that the module will function as expected.
- Blackfalds Mobile App continues to be downloaded with 324 users.
- The Communication and Engagement Committee is now focusing efforts Connect with Council initiative.
- The Economic Development Department along with Economic Development and Tourism Advisory Committee completed 82 business visits (64% of the businesses) which is up from the 48% visited last year.
- Economic Development continued discussions with Lacombe Regional Tourism regarding influencer making opportunities for the Highway 2A Mural Trail Project.
- The RFP for the 5-Year Economic Development Strategy will be awarded on September 21, 2026.
- Both ice surfaces are in and well in use. With an increase in Minor Hockey Teams, scheduling will be more difficult than usual.
- FCSS facilitated the Back to School Pick Ups with 63 families taking part.
- Plans are well underway for the Winter Warmth Fundraiser being held on September 24, 2026.
- The Abbey Centre Guest Services Team Lead has put in a significant amount of administrative work assisting Elections Alberta and navigating the facility needs for the October vote and referendum.
- MDP Review update: Members of the Phase 1 team reviewed the draft Parks and Open Space map and discussed the inclusion of Conservation Reserves in the updated MDP. Comment sheets submitted as part of the Phase 1 engagement closed. Information from the surveys will be brought forward to Council prior to the end of the year.
- The Planning and Development Department is currently working with developers on amendments to the Blackfalds Industrial and the Cottonwood Meadows Area Structure Plans.
- New Notices of Decisions for Permitted Uses which are more clear have been rolled out.

- The new Vehicle for Hire Bylaw will be coming forward to Council in November for consideration.
- The Lacombe Lake Management Technical Committee, which the P&D Manager sits on, have evaluated the RFP submissions and will be making a recommendation to the Steering Committee on which proposal to accept when they meet on September 15th.
- Traffic Master Plan Open House was held on September 17, 2026.
- McKay Ranch Lift station wet well installation ongoing.
- Engineering, Planning and Development, Fire, Parks and Public Works continue to work on the Phase 1 Design Guideline review.
- Site visit to City of Red Deer Wastewater Treatment Plant to check the MUA (Makeup Air Unit). The contractor is proposing similar MUA for McKay Ranch Lift Station.
- To Improve visibility and safety at the transfer site additional lighting is being installed along the South side. Two new poles will be installed each equipped with dual led light heads.
- Continue grinding raised sidewalk tripping hazards with concrete plainer and fix cracked sidewalks throughout town.
- Sidewalk panels, para ramps, as well as curb and gutters being removed with new concrete installed in areas identified as needing immediate attention due to safety concerns.
- Contractor led installation of inlay crosswalks and stop bars has been completed.
- The street sweeper will be out this month removing accumulated debris from roadways including around construction sites.
- Blackfalds Crossing Sanitary Trunk Final Acceptance Certificate inspection was completed.
- The first Town of Blackfalds Safety Day was held on September 16, 2026.
- The E-Bike Patrol Program logged 1,092 km of e-bike enforcement over the summer period.
- Fire has received the draft copy of the Fire Master Plan, which is currently being reviewed by Fire Department staff and will be forwarded back to the contractor with any suggestions or concerns when done.

Bylaws or Council Policies

- Bylaw 1357.26 – Off-Site Levy Bylaw was given first reading at the June 9, 2026, Regular Meeting of Council.
- Bylaw 1360.26 – LUB Accessory Building Driveway Setback Bylaw was given first reading at the September 8, 2026, Regular Meeting of Council.
- Asset Management Policy – CP-197.26 was adopted at the September 8, 2026, Regular Meeting of Council.
- Amended Public Participation Policy CP-170.23 was adopted at the September 8, 2026, Regular Meeting of Council.
- Council Proclamation Policy was adopted at the September 8, 2026, Regular Meeting of Council.
- The amended Annual Budget and Taxation Policy – 135.19 was presented to Council at the September 15, 2026, Standing Committee of Council.
- Council Policy – Duty to Document was presented to Council at the September 15, 2026, Standing Committee of Council.
- Amended Public Donation Policy was presented to Council at the September 15, 2026, Standing Committee of Council.
- Amended Community Initiatives Grant Policy was presented to Council at the September 15, 2026, Regular Meeting of Council.

- Event Attraction and Hosting Grant Policy was presented to Council at the September 15, 2026, Standing Committee of Council.

Performance of Major Administrative Duties as Per Section 208(1) of the MGA

- Execution of the amended Naming Rights Agreement Eagle Builders Centre (Home Players Bench) September 9, 2026

Administrative Policy Changes / Additions

- Administrative Policy AP-096.26 - Records & Information Management – *New*
- Administrative Policy AP-076.25 – Accommodation - *Revised*

APPROVALS

Kim Isaak,
Chief Administrative Officer

MEETING DATE: September 21, 2026

PREPARED BY: Ken Morrison, Director of Emergency Management and Protective Services

SUBJECT: **Enforcement and Protective Services Monthly Report – August 2026**

BACKGROUND

Administration provides the Council with monthly updates for activity from the Town's Municipal Enforcement, Fire Services, OHS, Emergency Management and RCMP.

DISCUSSION

The attached documents are a combination of activities occurring during the month of August for Municipal Enforcement, Occupational Health & Safety, Fire Services, RCMP and Emergency Management.

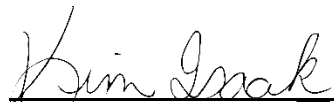
FINANCIAL IMPLICATIONS

None

ATTACHMENTS

- *Protective Services Monthly Report – August 2026*
- *Municipal Enforcement Report – August 2026*
- *Fire Incident Summary Report – August 2026*
- *RCMP August 2026 Crime Gauge*
- *RCMP August 2026 Five Year Crime Stats*

APPROVALS



Kim Isaak,
Chief Administrative Officer



Director/Author

Protective Services Monthly Report

Blackfalds Municipal Enforcement August Monthly Report

Summary

Municipal Enforcement remained actively engaged throughout August, responding to community concerns, conducting proactive enforcement initiatives, supporting public safety, and strengthening community partnerships. Despite periods of reduced staffing, officers maintained a strong operational presence while addressing a wide range of bylaw, traffic, and public safety matters. Community engagement efforts continued through educational initiatives, youth outreach programs, and participation in local events.

Monthly Statistics

- **73** calls received through the 24/7 Dispatch Line
 - **65** files created
 - **11** online reports submitted
 - **55** violation tickets issued
 - **18** Traffic Safety Act warnings issued
 - **132** travel permits submitted and approved
-

Operational Highlights

Throughout the month, officers responded to a broad range of complaints and requests for service, including:

- Animals at large complaints
- Parking violations
- Unattached trailer complaints
- Property line and fence disputes
- Unsightly property concerns
- Driving complaints
- Reports of suspicious or disruptive individuals
- Mischief occurrences at the Blackfalds Library
- Abandoned vehicle complaints
- Motor vehicle collisions
- Urban hen bylaw inquiries
-

Traffic Monitoring Summary

Traffic-count and speed-monitoring data collected throughout August provided valuable insight into vehicle volumes and driver behaviour throughout Blackfalds.

Location	Direction	Vehicles Counted	Posted Speed Limit	Average Speed
South Street Gravel	Eastbound	7,128	50 km/h	58 km/h
Womacks Road	Eastbound	61,171	40 km/h	35 km/h

Cottonwood Drive	Westbound	80,188	50 km/h	54 km/h
Vista Trail	Southbound	52,151	50 km/h	47 km/h

Traffic Analysis

- **South Street Gravel** recorded an average speed of **58 km/h**, exceeding the posted limit by **8 km/h**.
- **Cottonwood Drive** recorded an average speed of **54 km/h**, exceeding the posted limit by **4 km/h**.
- **Womacks Road** and **Vista Trail** maintained average speeds **below** the posted limits.
- **Cottonwood Drive** experienced the highest traffic volume, with **80,188 vehicles** recorded during the monitoring period.
- The data supports continued targeted traffic enforcement and public education efforts in areas where average vehicle speeds exceed posted limits.

Traffic Volume by Location

Rank	Location	Vehicles Counted
1	Cottonwood Drive (Westbound)	80,188
2	Womacks Road (Eastbound)	61,171
3	Vista Trail (Southbound)	52,151
4	South Street Gravel (Eastbound)	7,128

Traffic Enforcement and Road Safety

Traffic safety remained a key operational priority throughout August. Officers conducted targeted enforcement in high-risk locations, particularly around parks, schools, and recreational areas.

Notable activities included:

- Targeted traffic enforcement near the Splash Park playground zone.
- Enforcement of speeding, distracted driving, and seatbelt violations.
- Continued monitoring of the posted 30 km/h playground zone.
- A traffic stop that resulted in RCMP involvement after a driver displayed signs of impairment.
- Ongoing education and enforcement related to e-bike use and safe operation.

These initiatives contributed to improved compliance and increased public awareness regarding road safety.

Community Safety and Incident Response

Municipal Enforcement Officers responded to several incidents requiring immediate intervention and public assistance.

Medical Assistance

During the month, officers attended two significant youth-related medical incidents:

- A youth sustained injuries at the Bike Skills Park after colliding with a rail while attempting a maneuver.
 - A Peace Officer travelling on Womacks Road located a youth in distress beside a bicycle and provided first aid, including bleeding control and stabilization of a suspected broken arm. The officer contacted the youth's parents and remained on scene until care was transferred.
-

Enforcement Activities and Outcomes

Officers remained proactive in addressing traffic, bylaw, and community safety concerns.

A significant enforcement success occurred when a repeat electric dirt bike offender who had repeatedly evaded enforcement agencies was apprehended in Lacombe. The individual is scheduled to appear in court to answer to the charges issued.

Additional enforcement activities addressed:

- Traffic violations
 - Parking concerns
 - Public nuisance complaints
 - Bylaw compliance issues
 - General community safety concerns
-

Community Engagement

RCMP Community Barbecue

On August 26, Municipal Enforcement Officers participated in the annual RCMP Detachment Community Barbecue. The event provided an opportunity to engage residents, discuss community safety concerns, and strengthen relationships between enforcement agencies and the public.

Positive Ticketing Program

Through the continued partnership with FCSS, officers supported the Positive Ticketing Program throughout August.

Program highlights included:

- **150 reward certificates** issued to youth demonstrating safe and responsible behaviour.
- Recognition of positive actions such as proper helmet use and safe bicycle and scooter operation.
- Reward certificates redeemable at participating businesses including:
 - 7-Eleven
 - A&W
 - Chevron

The program continues to encourage positive interactions between youth and enforcement personnel while promoting safe community practices.

Seasonal Bylaw Officer Program

August marked the completion of the seasonal term for Bylaw Officer **Zack**.

Throughout the summer, Zack served as an excellent ambassador for Municipal Enforcement, particularly through positive interactions with youth and residents. His professionalism, enthusiasm, and commitment contributed significantly to enforcement operations and community engagement initiatives.

E-Bike Patrol Program

The Municipal Enforcement E-Bike Patrol Program continued to be a valuable enforcement and engagement tool throughout the season.

Program results included:

- **1,092 km** logged by Zack on the enforcement e-bike.
- Approximately **1,215 km** of total e-bike patrol coverage by Municipal Enforcement personnel.

The program enhanced officer visibility, improved accessibility to parks and pathways, and supported proactive enforcement and educational initiatives throughout Blackfalds.

Conclusion

August was a productive and successful month for Blackfalds Municipal Enforcement. Officers responded to a high volume of community concerns, conducted targeted enforcement initiatives, assisted residents during emergencies, and maintained a visible presence throughout the community despite staffing challenges. Through proactive enforcement, meaningful community engagement, and strong partnerships with agencies such as the RCMP and FCSS, Municipal Enforcement continued to support public safety and enhance the quality of life for residents of Blackfalds.

Blackfalds Fire Rescue

August 2026 Monthly Activity Summary Report

Our Wednesday training sessions were focused on the response procedures for an initial attack on a residential structure, working on muscle memory skills.

We were fortunate to receive three vehicles to enhance our practical skills of vehicle extrication giving the new recruits hands on experience with the tools.

We took part in the RCMP open house with approximately 250 people in attendance, as well we also attended the Block Party on Broadway Avenue.

The replacement Command unit is expected sometime now in September and will then be scheduled for decaling and emergency lighting installation.

We are waiting for the updated Community Risk Assessment (Phase 1) to be returned, and the draft Fire Master Plan is completed and is under review (Phase 2).

During August, the department responded to 23 incidents, bringing the year-to-date total to 176 incidents, which is 7% higher than this time last year.

Of the 177 incidents, 20% occurred during regular business hours, Monday through Friday, while 80% occurred after regular hours, Monday through Sunday.

A summary of the incident types for August 2026 is included.

Occupational Health & Safety

Monthly Report for August 2026

Incidents: 3 Incidents Reported in CorePoint

- 2 Equipment Damage
- 1 minor injury report

Orientation & Training

- Employees who have completed WHMIS, Workplace Violence and Hazard ID:
 - o CAO/HR Department – 50% completed
 - o Infrastructure & Planning Services – 100% completed
 - o Community Services – 65% completed
 - o Corporate Services – 73% completed
 - o Emergency Management & Protective Services – 27% completed
- 3 Training emails sent to employees

Meetings Attended

- Abbey Centre JHSC Meeting
- PW Monthly Safety and Operational Meeting
- Emergency Drill Discussion- Civic Centre
- Safety Day Committee Meeting
- Management Team Meeting
- Creating Formal Hazard Assessment
 - o CAO Department
 - o FCSS
- Meeting with Alberta OHS Officer

H&S Documents Approved and shared with all employees

- Worksite Inspection Policy & Procedures
- Workplace Violence & Harassment Prevention Policy

RCMP

- The RCMP held their annual Open House BBQ, which in partnership with other agencies such as Lacombe/Red Deer County Rural Crime watch, POWPOWS, Alberta Sheriffs, Blackfalds M.E., Lacombe County, City of Red Deer, and Red Deer RCMP Police Dog Services.

- 144 calls for service were received within the town, which includes several violation tickets issued and motor vehicle collisions.

Emergency Management

- Reviewed the updated LREMP agreement and presented this to council for signing on the 29th of September in Lacombe.
- Completed Budget week video with MARCOM.
- Worked together with the RCMP and other partners on the Annual RCMP Open House BBQ, which was a tremendous success.
- The final draft of the updated LREMP emergency Plan has been received and will be reviewed by the subcommittee in early September with hopes of having it completed before the signing of the agreement at the end of September.
- Meeting was held with Timcon discussing the Emergency Generator, the generator will be a much longer delivery time than previously expected, it will take us into early 2027. They plan on having the preparation work done as much as possible, along with the pad and fencing prior to winter.

Ken Morrison

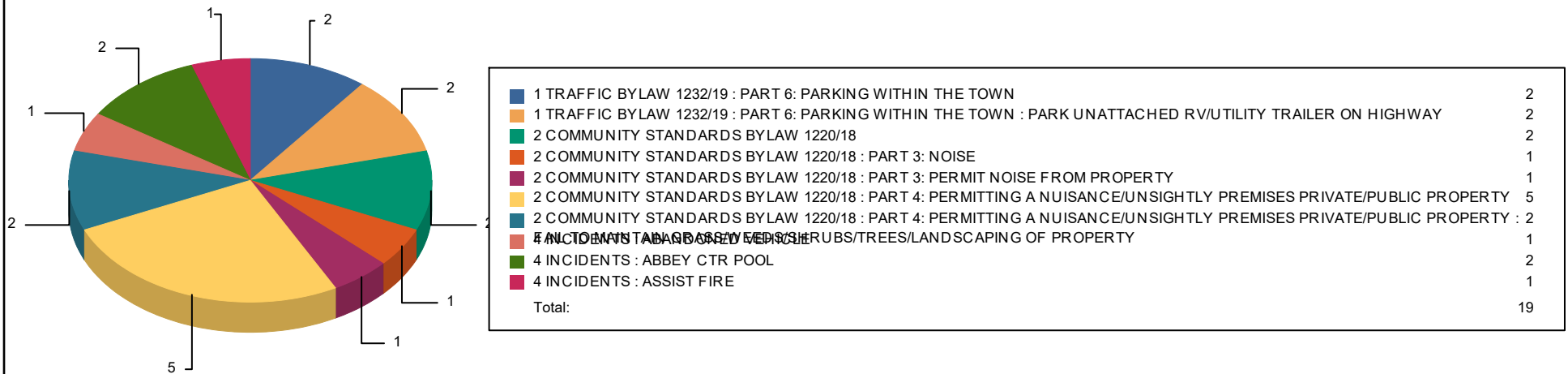
Director of Emergency Management & Protective Services

Town of Blackfalds

MONTH END Statistics from Occurred Date: 8/1/2026 12:00:00AM to 8/31/2026 11:59:59PM

Municipal Reports/Files MUNICIPAL ENFORCEMENT -

Count of Incident Types



1 TRAFFIC BYLAW 1232/19 : PART 6: PARKING WITHIN THE TOWN: 2 3%

Municipal Reports/Files MUNICIPAL ENFORCEMENT -

1 TRAFFIC BYLAW 1232/19 : PART 6: PARKING WITHIN THE TOWN : PARK UNATTACHED RV/UTILITY TRAILER ON HIGHWAY: 2 3%

2 COMMUNITY STANDARDS BYLAW 1220/18: 2 3%

2 COMMUNITY STANDARDS BYLAW 1220/18 : PART 3: NOISE: 1 2%

2 COMMUNITY STANDARDS BYLAW 1220/18 : PART 3: PERMIT NOISE FROM PROPERTY: 1 2%

2 COMMUNITY STANDARDS BYLAW 1220/18 : PART 4: PERMITTING A NUISANCE/UNSIGHTLY PREMISES PRIVATE/PUBLIC PROPERTY:
5 8%

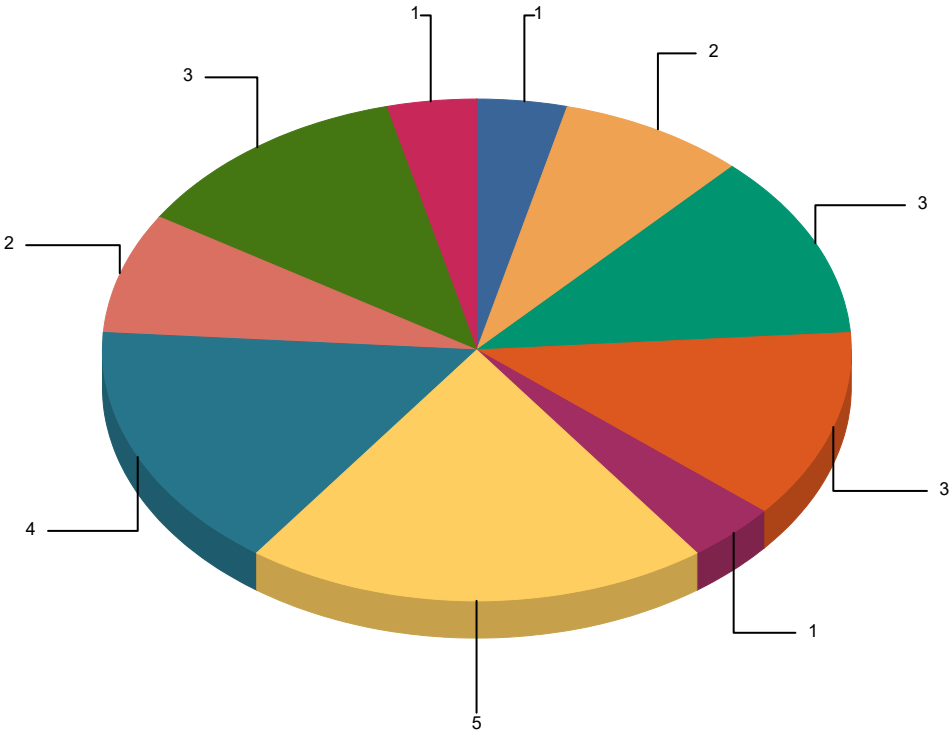
2 COMMUNITY STANDARDS BYLAW 1220/18 : PART 4: PERMITTING A NUISANCE/UNSIGHTLY PREMISES PRIVATE/PUBLIC PROPERTY :
FAIL TO MAINTAIN GRASS/WEEDS/SHRUBS/TREES/LANDSCAPING OF PROPERTY: 2 3%

4 INCIDENTS : ABANDONED VEHICLE: 1 2%

4 INCIDENTS : ABBEY CTR POOL: 2 3%

4 INCIDENTS : ASSIST FIRE: 1 2%

Count of Incident Types



4 INCIDENTS : DRIVING COMPLAINT	1
4 INCIDENTS : IMPROPER DISPOSAL OF WASTE ON TOWN LAND	2
4 INCIDENTS : MISCHIEF	3
4 INCIDENTS : MVC	3
4 INCIDENTS : NEIGHBOUR DISPUTE	1
4 INCIDENTS : PARKING COMPLAINT	5
4 INCIDENTS : PUBLIC CONCERN OTHER	4
4 INCIDENTS : QUESTIONS / REQUESTS / CONCERNS	2
4 INCIDENTS : SUSPICIOUS PERSON	3
4 INCIDENTS : TRAFFIC CONCERN	1
Total:	25

4 INCIDENTS : DRIVING COMPLAINT: 1 2%

4 INCIDENTS : IMPROPER DISPOSAL OF WASTE ON TOWN LAND: 2 3%

4 INCIDENTS : MISCHIEF: 3 5%

4 INCIDENTS : MVC: 3 5%

Municipal Reports/Files MUNICIPAL ENFORCEMENT -

4 INCIDENTS : NEIGHBOUR DISPUTE: 1 2%

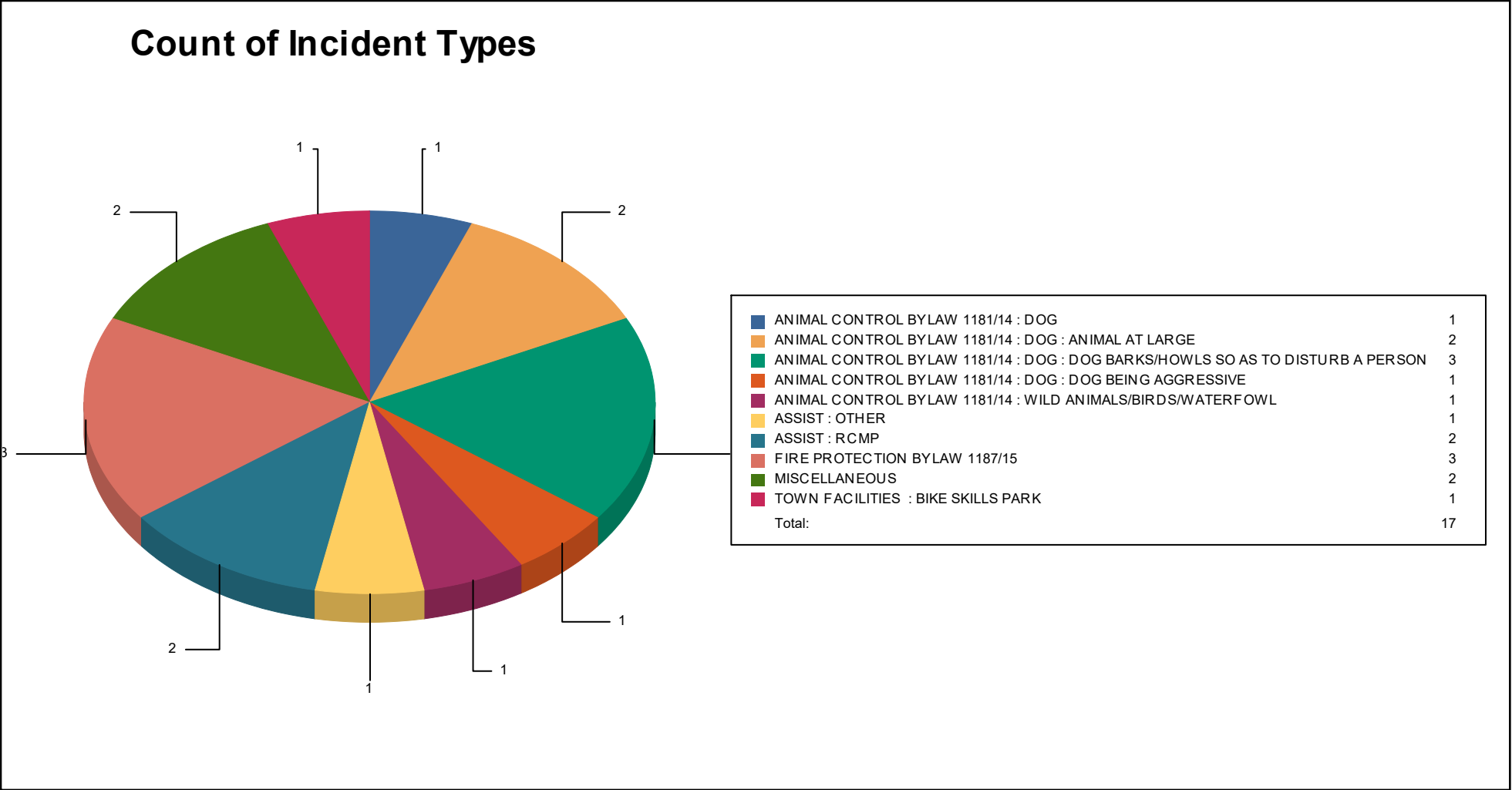
4 INCIDENTS : PARKING COMPLAINT: 5 8%

4 INCIDENTS : PUBLIC CONCERN OTHER: 4 7%

4 INCIDENTS : QUESTIONS / REQUESTS / CONCERNS: 2 3%

4 INCIDENTS : SUSPICIOUS PERSON: 3 5%

4 INCIDENTS : TRAFFIC CONCERN: 1 2%



ANIMAL CONTROL BYLAW 1181/14 : DOG: 1 2%

ANIMAL CONTROL BYLAW 1181/14 : DOG : ANIMAL AT LARGE: 2 3%

ANIMAL CONTROL BYLAW 1181/14 : DOG : DOG BARKS/HOWLS SO AS TO DISTURB A PERSON: 3 5%

ANIMAL CONTROL BYLAW 1181/14 : DOG : DOG BEING AGGRESSIVE: 1 2%

Municipal Reports/Files MUNICIPAL ENFORCEMENT -**ANIMAL CONTROL BYLAW 1181/14 : WILD ANIMALS/BIRDS/WATERFOWL: 1 2%****ASSIST : OTHER: 1 2%****ASSIST : RCMP: 2 3%****FIRE PROTECTION BYLAW 1187/15: 3 5%****MISCELLANEOUS: 2 3%****TOWN FACILITIES : BIKE SKILLS PARK: 1 2%****Grand Total: 100.00% Total # of Incident Types Reported: 61**

Blackfalds Fire Rescue

4401 South Street, P.O. Box 220, Blackfalds, Alta T0M-0J0

Phone: 403 -885 - 4144

Fax: 403 - 885 - 5499

INCIDENT SUMMARY - PAGE 1 OF 1

Blackfalds Fire Rescue Department				BLF	AUGUST		2026	
CALL #	DATE	INCIDENT TYPE	DISPATCH EVENT #	LOCATION		RCMP FILE #	MAFP 1244	
154	7	ALARM	BLK2600157	With in Blackfalds Corporate Limits		N/A	N/A	
155	8	INVESTIGATION FIRE	BLK2600158	Lacombe County		N/A	N/A	
156	8	INVESTIGATION FIRE	BLK2600159	Lacombe County		N/A	N/A	
157	9	ALARM	BLK2600160	With in Blackfalds Corporate Limits		N/A	N/A	
158	9	ALARM	BLK2600161	With in Blackfalds Corporate Limits		N/A	N/A	
159	9	ALARM	BLK2600162	With in Blackfalds Corporate Limits		N/A	N/A	
160	9	FIRE GRASS/BRUSH	BLK2600163	Lacombe County		N/A	N/A	
161	9	MOTOR VEHICLE INCIDENT	BLK2600164	With in Blackfalds Corporate Limits		YES	EMS	
162	10	ALARM	BLK2600165	With in Blackfalds Corporate Limits		N/A	N/A	
163	12	MOTOR VEHICLE INCIDENT	BLK2600166	Lacombe County		YES	EMS	
164	13	ALARM	BLK2600167	With in Blackfalds Corporate Limits		N/A	N/A	
165	14	ALARM	BLK2600168	With in Blackfalds Corporate Limits		N/A	N/A	
166	14	ALARM	BLK2600169	With in Blackfalds Corporate Limits		N/A	N/A	
167	15	ALARM	BLK2600170	With in Blackfalds Corporate Limits		N/A	N/A	
168	16	MOTOR VEHICLE INCIDENT	BLK2600171	With in Blackfalds Corporate Limits		YES	EMS	
169	16	ALARM	BLK2600172	With in Blackfalds Corporate Limits		N/A	N/A	
170	21	ALARM	BLK2600173	With in Blackfalds Corporate Limits		N/A	N/A	
171	24	CO ALARM	BLK2600174	With in Blackfalds Corporate Limits		N/A	N/A	
172	25	HAZ-70 PUBLIC HAZARD	BLK2600175	With in Blackfalds Corporate Limits		N/A	N/A	
173	26	HAZ-70 PUBLIC HAZARD	BLK2600176	With in Blackfalds Corporate Limits		N/A	N/A	
174	27	ALARM	BLK2600177	With in Blackfalds Corporate Limits		N/A	N/A	
175	27	MOTOR VEHICLE INCIDENT	BLK2600178	Lacombe County		YES	EMS	
176	28	ALARM	BLK2600178	Lacombe County		N/A	N/A	
177	31	MOTOR VEHICLE INCIDENT	BLK2600179	With in Blackfalds Corporate Limits		YES	EMS	
TOTAL RESPONSES		23	OFFICER	Robert Côté		REV DT FEB 02/17	Print Form	

**Blackfalds (Municipal) Crime Statistic Summary – January to August****2026/09/08*****Blackfalds (Municipal) – Highlights***

- **Break & Enters** are showing a 25.0% decrease when compared to the same period in 2025 (January to August). There were 3 fewer actual occurrences (from 12 in 2025 to 9 in 2026).
- **Theft of Motor Vehicles** decreased by 55.6% when compared to the same period in 2025 (January to August). There were 10 fewer actual occurrences (from 18 in 2025 to 8 in 2026).
- **Theft Under \$5,000** decreased by 43.1% when compared to the same period in 2025 (January to August). There were 25 fewer actual occurrences (from 58 in 2025 to 33 in 2026).

Blackfalds (Municipal) – Criminal Code Offences Summary

Crime Category	% Change 2025 – 2026 (January to August)
Total Persons Crime	20.3% Decrease
Total Property Crime	18.9% Decrease
Total Criminal Code	15.4% Decrease

From January to August 2026, when compared to the same period in 2025, there have been:

- 26 fewer **Persons Crime** offences;
- 44 fewer **Property Crime** offences; and
- 64 fewer **Total Criminal Code** offences;

Blackfalds (Municipal) – August, 2026

- There were 0 **Thefts of Motor Vehicles** in August: 0 cars, 0 trucks, 0 minivans, 0 SUVs, 0 motorcycles, 0 other types of vehicles, and 0 vehicles taken without consent.
- There were 0 **Break and Enters** in August: 0 businesses, 0 residences, 0 cottages/seasonal residences, 0 in some other type of location, and 0 unlawfully being in a dwelling house.
- There were a total of 3 **Provincial Roadside Suspensions** in August (2 alcohol related and 1 drug related). This brings the year-to-date total to 9 (7 alcohol related and 2 drug related).
- There were a total of 13 files with the **Spousal Abuse** survey code in August (August 2025: 22). This brings the year-to-date total to 94 (2025: 95).
- There were 123 files with **Victim Service Unit** referral scoring in Blackfalds Municipal: 8 accepted, 22 declined, 2 proactive, 0 requested but not available, and 91 files with no victim.



Blackfalds Municipal Crime Gauge

2026 vs. 2025
January to August

Criminal Code Offences



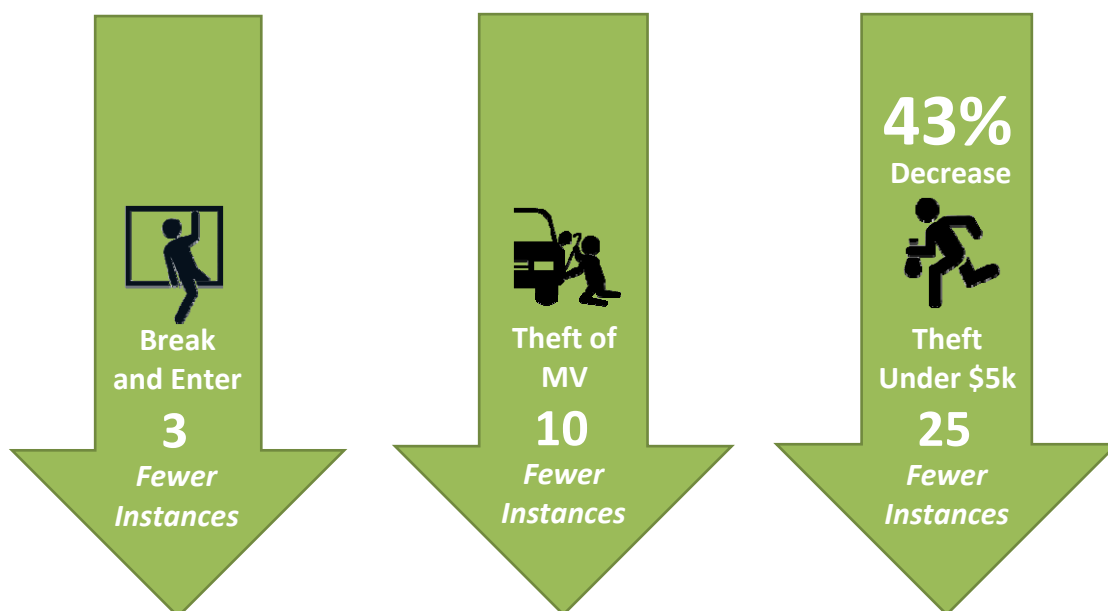
**Total
Criminal Code
Offences:**

15%

Decrease

When compared to
January to August, 2025

Select Property Crime





Blackfalds Municipal Detachment Crime Statistics (Actual) January to August: 2022 - 2026

All categories contain "Attempted" and/or "Completed"

September 8, 2026

CATEGORY	Trend	2022	2023	2024	2025	2026	% Change 2022 - 2026	% Change 2025 - 2026	Avg File +/- per Year
Offences Related to Death		0	0	0	1	0	N/A	-100%	0.1
Robbery		1	0	0	1	1	0%	0%	0.1
Sexual Assaults		5	3	2	4	6	20%	50%	0.3
Other Sexual Offences		5	5	3	6	2	-60%	-67%	-0.5
Assault		39	45	45	66	43	10%	-35%	2.9
Kidnapping/Hostage/Abduction		1	1	0	0	1	0%	N/A	-0.1
Extortion		2	3	3	3	1	-50%	-67%	-0.2
Criminal Harassment		28	42	31	30	30	7%	0%	-0.8
Uttering Threats		24	15	17	17	18	-25%	6%	-1.0
TOTAL PERSONS		105	114	101	128	102	-3%	-20%	0.8
Break & Enter		32	18	20	12	9	-72%	-25%	-5.2
Theft of Motor Vehicle		22	15	18	18	8	-64%	-56%	-2.5
Theft Over \$5,000		5	4	5	3	6	20%	100%	0.1
Theft Under \$5,000		36	47	36	58	33	-8%	-43%	0.5
Possn Stn Goods		16	15	10	10	2	-88%	-80%	-3.3
Fraud		25	47	43	49	50	100%	2%	5.2
Arson		0	2	2	1	2	N/A	100%	0.3
Mischief - Damage To Property		42	36	48	45	36	-14%	-20%	-0.3
Mischief - Other		21	27	21	37	43	105%	16%	5.4
TOTAL PROPERTY		199	211	203	233	189	-5%	-19%	0.2
Offensive Weapons		3	9	2	3	3	0%	0%	-0.6
Disturbing the peace		10	18	22	26	32	220%	23%	5.2
Fail to Comply & Breaches		21	23	13	11	8	-62%	-27%	-3.8
OTHER CRIMINAL CODE		17	26	15	14	17	0%	21%	-1.2
TOTAL OTHER CRIMINAL CODE		51	76	52	54	60	18%	11%	-0.4
TOTAL CRIMINAL CODE		355	401	356	415	351	-1%	-15%	0.6



Blackfalds Municipal Detachment

Crime Statistics (Actual)

January to August: 2022 - 2026

All categories contain "Attempted" and/or "Completed"

September 8, 2026

CATEGORY	Trend	2022	2023	2024	2025	2026	% Change 2022 - 2026	% Change 2025 - 2026	Avg File +/- per Year
Drug Enforcement - Production		1	0	0	0	0	-100%	N/A	-0.2
Drug Enforcement - Possession		2	5	3	1	2	0%	100%	-0.4
Drug Enforcement - Trafficking		0	7	6	1	3	N/A	200%	0.0
Drug Enforcement - Other		0	0	0	0	0	N/A	N/A	0.0
Total Drugs		3	12	9	2	5	67%	150%	-0.6
Cannabis Enforcement		1	1	0	0	0	-100%	N/A	-0.3
Federal - General		11	14	14	12	19	73%	58%	1.4
TOTAL FEDERAL		15	27	23	14	24	60%	71%	0.5
Liquor Act		5	2	7	5	8	60%	60%	0.9
Cannabis Act		1	2	2	2	4	300%	100%	0.6
Mental Health Act		36	62	54	72	54	50%	-25%	4.6
Other Provincial Stats		82	79	99	114	95	16%	-17%	6.1
Total Provincial Stats		124	145	162	193	161	30%	-17%	12.2
Municipal By-laws Traffic		1	6	3	8	13	1200%	63%	2.6
Municipal By-laws		42	54	33	36	35	-17%	-3%	-3.2
Total Municipal		43	60	36	44	48	12%	9%	-0.6
Fatals		0	1	0	0	0	N/A	N/A	-0.1
Injury MVC		3	2	5	6	3	0%	-50%	0.4
Property Damage MVC (Reportable)		83	86	68	59	44	-47%	-25%	-10.5
Property Damage MVC (Non Reportable)		6	12	16	17	15	150%	-12%	2.3
TOTAL MVC		92	101	89	82	62	-33%	-24%	-7.9
Roadside Suspension - Alcohol (Prov)		25	35	16	18	7	-72%	-61%	-5.3
Roadside Suspension - Drugs (Prov)		0	1	0	2	2	N/A	0%	0.5
Total Provincial Traffic		179	258	288	332	295	65%	-11%	30.6
Other Traffic		0	1	5	18	5	N/A	-72%	2.7
Criminal Code Traffic		7	11	13	18	15	114%	-17%	2.3
Common Police Activities									
False Alarms		28	39	32	37	34	21%	-8%	1.0
False/Abandoned 911 Call and 911 Act		15	14	16	15	14	-7%	-7%	-0.1
Suspicious Person/Vehicle/Property		77	113	125	192	78	1%	-59%	8.1
Persons Reported Missing		11	15	16	16	8	-27%	-50%	-0.5
Search Warrants		0	2	1	0	0	N/A	N/A	-0.2
Spousal Abuse - Survey Code (Reported)		109	94	85	95	94	-14%	-1%	-2.9
Form 10 (MHA) (Reported)		6	6	4	5	7	17%	40%	0.1



Blackfalds Municipal Detachment Crime Statistics (Actual) August: 2022 - 2026

All categories contain "Attempted" and/or "Completed"

September 8, 2026

CATEGORY	Trend	2022	2023	2024	2025	2026	% Change 2022 - 2026	% Change 2025 - 2026	Avg File +/- per Year
Offences Related to Death		0	0	0	0	0	N/A	N/A	0.0
Robbery		0	0	0	0	0	N/A	N/A	0.0
Sexual Assaults		1	1	0	0	0	-100%	N/A	-0.3
Other Sexual Offences		0	0	0	0	0	N/A	N/A	0.0
Assault		6	3	5	6	5	-17%	-17%	0.1
Kidnapping/Hostage/Abduction		0	0	0	0	0	N/A	N/A	0.0
Extortion		0	0	0	1	0	N/A	-100%	0.1
Criminal Harassment		2	4	5	4	3	50%	-25%	0.2
Uttering Threats		7	0	3	2	1	-86%	-50%	-1.0
TOTAL PERSONS		16	8	13	13	9	-44%	-31%	-0.9
Break & Enter		5	7	3	3	0	-100%	-100%	-1.4
Theft of Motor Vehicle		3	4	2	3	0	-100%	-100%	-0.7
Theft Over \$5,000		1	3	0	1	0	-100%	-100%	-0.4
Theft Under \$5,000		4	12	4	12	2	-50%	-83%	-0.4
Possn Stn Goods		1	0	1	5	0	-100%	-100%	0.3
Fraud		2	8	6	5	2	0%	-60%	-0.3
Arson		0	0	0	0	0	N/A	N/A	0.0
Mischief - Damage To Property		2	7	7	11	1	-50%	-91%	0.2
Mischief - Other		7	3	5	10	6	-14%	-40%	0.5
TOTAL PROPERTY		25	44	28	50	11	-56%	-78%	-2.2
Offensive Weapons		0	1	1	0	0	N/A	N/A	-0.1
Disturbing the peace		3	2	5	5	2	-33%	-60%	0.1
Fail to Comply & Breaches		2	2	5	3	1	-50%	-67%	-0.1
OTHER CRIMINAL CODE		1	3	0	1	2	100%	100%	0.0
TOTAL OTHER CRIMINAL CODE		6	8	11	9	5	-17%	-44%	-0.1
TOTAL CRIMINAL CODE		47	60	52	72	25	-47%	-65%	-3.2



Blackfalds Municipal Detachment

Crime Statistics (Actual)

August: 2022 - 2026

All categories contain "Attempted" and/or "Completed"

September 8, 2026

CATEGORY	Trend	2022	2023	2024	2025	2026	% Change 2022 - 2026	% Change 2025 - 2026	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		0	0	0	0	1	N/A	N/A	0.2
Drug Enforcement - Trafficking		0	0	2	0	0	N/A	N/A	0.0
Drug Enforcement - Other		0	0	0	0	0	N/A	N/A	0.0
Total Drugs		0	0	2	0	1	N/A	N/A	0.2
Cannabis Enforcement		0	0	0	0	0	N/A	N/A	0.0
Federal - General		1	1	4	2	1	0%	-50%	0.1
TOTAL FEDERAL		1	1	6	2	2	100%	0%	0.3
Liquor Act		1	0	0	1	0	-100%	-100%	-0.1
Cannabis Act		0	0	1	0	0	N/A	N/A	0.0
Mental Health Act		6	6	6	15	2	-67%	-87%	0.1
Other Provincial Stats		13	11	7	17	8	-38%	-53%	-0.4
Total Provincial Stats		20	17	14	33	10	-50%	-70%	-0.4
Municipal By-laws Traffic		0	0	0	0	1	N/A	N/A	0.2
Municipal By-laws		6	7	3	7	4	-33%	-43%	-0.4
Total Municipal		6	7	3	7	5	-17%	-29%	-0.2
Fatals		0	0	0	0	0	N/A	N/A	0.0
Injury MVC		0	0	1	2	0	N/A	-100%	0.2
Property Damage MVC (Reportable)		5	13	6	4	7	40%	75%	-0.5
Property Damage MVC (Non Reportable)		1	0	3	3	0	-100%	-100%	0.1
TOTAL MVC		6	13	10	9	7	17%	-22%	-0.2
Roadside Suspension - Alcohol (Prov)		2	3	3	2	2	0%	0%	-0.1
Roadside Suspension - Drugs (Prov)		0	1	0	0	1	N/A	N/A	0.1
Total Provincial Traffic		27	36	45	38	36	33%	-5%	2.0
Other Traffic		0	0	1	0	0	N/A	N/A	0.0
Criminal Code Traffic		0	2	2	4	2	N/A	-50%	0.6
Common Police Activities									
False Alarms		6	3	7	2	5	-17%	150%	-0.3
False/Abandoned 911 Call and 911 Act		3	2	0	0	3	0%	N/A	-0.2
Suspicious Person/Vehicle/Property		13	22	31	29	11	-15%	-62%	0.3
Persons Reported Missing		3	2	0	2	2	-33%	0%	-0.2
Search Warrants		0	0	0	0	0	N/A	N/A	0.0
Spousal Abuse - Survey Code (Reported)		13	10	14	22	13	0%	-41%	1.2
Form 10 (MHA) (Reported)		1	0	2	0	0	-100%	N/A	-0.2

MEETING DATE: September 21, 2026

PREPARED BY: Jolene Tejkl, Planning & Development Manager

SUBJECT: **Development & Building Report – August 2026**

BACKGROUND

Attached are the August 2026 Development & Building Permit Report and Comparison for 2024-2026 year to date for Council's information.

DISCUSSION

Every month, the Planning & Development Department reports back on the number of Development Permits and Building Permits received in the previous month. A comparison report showing the permit numbers over the past two (2) years is also provided for information. The number of permits received in a month are outside of the Department's control as they are entirely applicant based.

For the most part the categories are self-explanatory, however the "other" category captures the following types of residential permits:

- Sheds,
- Garages & decks. On occasion both a garage and deck will be applied for under the same development permit and when that happens, it will be captured as "other"),
- Hot tubs,
- Ensuite addition to Master Bedrooms. This type of development is not appropriate to capture under "addition" because it does not entail a structural alteration as it's changing the interior of the home,
- Shed & deck. Occasionally these two developments will be applied for under the same development permit. When that happens, it will fall under "other", and
- Grading permits

STRATEGIC PLAN ALIGNMENT / OTHER MASTER PLAN ALIGNMENT



**Economic Vitality and
Community Prosperity**



**Community Life,
Safety, and Inclusion**



**Leadership,
Engagement and
Advocacy**



**Sustainable Services
and Infrastructure**

- **Economic Vitality and Community Prosperity Alignment:** Providing monthly permit reports is a direct indicator of investment that is flowing into Blackfalds. Monthly tracking shows whether attraction efforts are converting into real development activity.
- **Community Life, Safety, and Inclusion Alignment:** Requiring permits for development that occurs within the Town ensures development meets Safety Code requirements and the requirements of the Town's Land Use Bylaw.

- Leadership, Engagement, and Advocacy Alignment: Transparent monthly permit reporting supports the Plan's emphasis on meaningful two-way communication on development that is occurring within the Town. Monthly permit values can also strengthen the Town's case when advocating provincial and federal governments for sustainable infrastructure funding by showing growth pressure with real numbers.
- Sustainable Services and Infrastructure Alignment: Monthly permit data directly informs whether infrastructure investment is keeping pace with growth. Capital projects such as lift stations, water reservoir expansions and Servicing Master Plans all depend on understanding development patterns.

FINANCIAL IMPLICATIONS

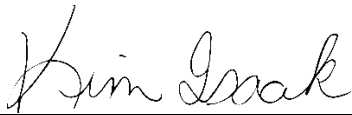
None.

COMMUNICATION / ENGAGEMENT CONSIDERATIONS

These monthly reports are uploaded to the Town's website for public view, as such the communication is informational.

ATTACHMENTS

- *August 2026 Development/Building Permit Report*
- *2024 – 2026 Development/Building Comparison Report*

APPROVALS

Kim Isaak,
Chief Administrative Officer



Department Director/Author



File No.	Civic	District	Development	Decision (otherwise pending)	Date of Decision
184-26	4-Aug-26	R-1L	Residential Solar Panel Installation	approved	11-Aug-26
185-26	4-Aug-26	R-1M	Front Parking Pad	approved	4-Aug-26
186-26	5-Aug-26	R-1M	Deck	approved	11-Aug-26
187-26	5-Aug-26	R-4	Townhouses		
188-26	5-Aug-26	R-4	Townhouses		
189-26	6-Aug-26	C-2	Change of Use/Change of Occupancy	approved	
190-26	7-Aug-26	R-1M	Home Business		
191-26	5-Aug-26	R-2	Townhouses		
192-26	5-Aug-26	R-2	Townhouses		
193-26	5-Aug-26	R-2	Townhouses		
194-26	5-Aug-26	R-2	Townhouses		
195-26	5-Aug-26	R-2	Townhouses		
196-26	5-Aug-26	R-1S	Garage		
197-26	10-Aug-26	PF	Sign	approved	19-Aug-26
198-26	5-Aug-26	R-4	Townhouses	approved	24-Aug-26
199-26	10-Aug-26	R-4	Townhouses	approved	24-Aug-26
200-26	12-Aug-26	R-4	Townhouses	approved	24-Aug-26
201-26	12-Aug-26	R-4	Townhouses	approved	24-Aug-26
202-26	12-Aug-26	R-1M	SFD	approved	24-Aug-26
203-26	12-Aug-26	R-4	Townhouses		
204-26	17-Aug-26	R-4	Townhouses		
205-26	17-Aug-26	R-4	Townhouses		
206-26	17-Aug-26	R-4	Townhouses		
207-26	19-Aug-26	I-1	Storage Facility (Ph.1)		
208-26	21-Aug-26	R-1L	Home Business		
209-26	25-Aug-26	R-4	Townhouses		
210-26	26-Aug-26	R-1M	Deck		
211-26	27-Aug-26	C-2	Interior Tenant Improvements		
212-26	27-Aug-26	R-4	Townhouses		
213-26	27-Aug-26	R-1M	Bed & Breakfast		
214-26	27-Aug-26	R-1L	Shed		
215-26	28-Aug-26	R-1M	Garage		
216-26	28-Aug-26	R-1S	Home Business	approved	31-Aug-26
217-26	31-Aug-26	R-2	Garage		
218-26	26-Aug-26	R-1M	SFD		

Town of Blackfalds Development/Building Permit Comparison 2024 to 2026							2025 YTD	
	2024		2025		2026		August	
	Number of Permits	Dollar Value	Number of Permits	Dollar Value	Number of Permits	Dollar Value	Number of Permits	Dollar Value
Residential								
SFD	38	\$ 13,213,080.00	30	\$ 11,399,456.77	12	\$ 4,050,000.00	24	\$ 9,019,456.77
Duplexes	20	\$ 4,774,000.00	10	\$ 2,480,000.00	0	\$ -	4	\$ 980,000.00
Manufactured Home	11	\$ 1,751,566.00	11	\$ 2,532,500.00	2	\$ 450,000.00	7	\$ 1,705,000.00
4-plex	0	\$ -	0	\$ -	0	\$ -	0	\$ -
8-plex	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Townhouses	157	\$ 36,667,435.00	12	\$ 2,780,000.00	52	\$ 30,225,000.00	8	\$ 2,000,000.00
Apartment	0	\$ -	0	\$ -	0	\$ -	0	\$ -
SFD w/Accessory suite	8	\$ 3,495,000.00	0	\$ -	0	\$ -	0	\$ -
Total Res. Dwellings	234	\$ 59,901,081	63	\$ 19,191,957	66	\$ 34,725,000	43	\$ 13,704,457
Garage	24	\$ 788,152.61	17	\$ 500,820.00	15	\$ 742,703.43	13	\$ 385,820.00
Deck	11	\$ 105,100.00	13	\$ 110,598.00	10	\$ 94,949.10	10	\$ 103,598.00
Basement Reno	49	\$ 1,339,000.00	44	\$ 1,074,500.00	26	\$ 836,816.76	28	\$ 679,100.00
Addition	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Accessory Suite	2	\$ -	7	\$ 245,500.00	2	\$ 40,000.00	4	\$ 190,000.00
Home Business	20	\$ -	22	\$ -	21	\$ -	13	\$ -
Other	67	\$ 20,325,799.71	63	\$ 72,447,705.47	44	\$ 638,711.93	52	\$ 49,275,837.72
Commercial	47	\$ 4,594,822.26	34	\$ 2,714,959.00	24	\$ 1,729,450.00	26	\$ 2,181,259.00
Industrial	5	\$ 2,504,073.00	2	\$ 805,000.00	7	\$ 3,425,000.00	1	\$ 800,000.00
Institutional	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Agricultural	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Public Facility	13	\$ 38,078,150.00	10	\$ 653,000.00	3	\$ 410,000.00	9	\$ 653,000.00
TOTAL PERMITS	472	\$ 127,636,178.58	275	\$ 97,744,039.24	218	\$ 42,642,631.22	199	\$ 67,973,071.49
General Yearly Notes:		Vista Trail Townhouse complex						

MEETING DATE: September 21, 2026

PREPARED BY: Eric Collins, GIS Technologist

PRESENTED BY: Aws Al Sammarraie, Engineering Services Manager

SUBJECT: **BOLT KPI Report Information – August 2026**

BACKGROUND

The BOLT service operates five days a week (6:00 a.m. – 8:00 p.m.) connecting local destinations and regional hubs, including the Kingston Hub in Red Deer, Red Deer Polytechnic, and Eagle Builder stop in County of Lacombe.

The service provider, application, schedule, ticket procurement, and service stop maps are available for riders and the public at the link below.

[Blackfalds On-Demand Local Transit - Blackfalds, AB](#)

Download the Pick-Up On-Demand (RideCo) App from the Google app store or Mac app store to book your ride or call 403-885-BOLT (2658). Email inquiries may be directed to bolt@blackfalds.ca.

DISCUSSION

The first page of this report outlines the **AUGUST** statistics and associated mapping, while the remainder of the pages identify the trending comparison over the first eight months of 2026. Data dates are highlighted in the white box on the left side of each sheet for reference.

In August, BOLT completed **593 rides** for **717 passengers**. While ridership decreased compared to July, overall usage remained consistent with expected seasonal travel patterns. System performance remained stable throughout the month, with no significant service disruptions or operational anomalies identified.

Pooling efficiency remained consistent in August, with approximately **60.9% of rides shared**. Passengers per Vehicle Hour (**PVH**) remained stable, demonstrating continued operational efficiency while accommodating a lower overall ridership volume.

Service quality remained strong in August. The average ride rating remained at **5.0** out of **5**, with continued positive rider feedback. On-time performance remained excellent, with approximately **98.5% pickup OTP and 99.5% drop-off OTP** recorded during the month. No abandoned rides were recorded, and no systemic service issues were identified.

The Regional Hub in Red Deer remained the top pick-up and drop-off location in August, continuing its role as the primary regional connector. High-volume activity also continued at Red Deer Polytechnic and key neighbourhood stops within Blackfalds, reflecting consistent regional and local travel patterns.

Rider feedback in August remained overwhelmingly positive, with comments continuing to emphasize driver friendliness, professionalism, and reliability. Several riders specifically recognized drivers for courteous service and safe driving habits throughout the month. No material service complaints were identified.

Booking behaviour in August continued to reflect a balanced mix of planned and spontaneous travel. Approximately **46%** of trips were booked one or more days in advance, while same-day bookings continued to represent a key component of overall trip activity, supporting flexible transportation options for riders.

Demand pressure remained manageable in August, with failed search rates continuing to decline compared to the higher levels observed earlier in 2026. This continued improvement suggests stronger alignment between rider demand and available service capacity. Demand trends will continue to be monitored as ridership patterns evolve throughout the remainder of the year.

The August dataset provided by the service contractor does not include numeric time-of-day or hourly demand values suitable for detailed analysis. Peak-hour analysis will resume if this data becomes available in future reporting cycles.

Compared to July, August demonstrated continued operational stability while maintaining exceptionally high service quality standards. Although ridership moderated, on-time performance remained excellent, customer satisfaction remained extremely high, pooling efficiency improved, and demand pressure continued to ease. BOLT continues to provide reliable and efficient service as it advances through the second half of 2026.

STRATEGIC PLAN ALIGNMENT / OTHER MASTER PLAN ALIGNMENT



**Economic Vitality and
Community Prosperity**



**Community Life,
Safety, and Inclusion**



**Leadership,
Engagement and
Advocacy**



**Sustainable Services
and Infrastructure**

FINANCIAL IMPLICATIONS

None

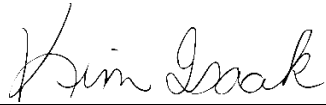
COMMUNICATION / ENGAGEMENT CONSIDERATIONS

This report is provided for information purposes to Council and stakeholders interested in BOLT service performance. No public consultation or active engagement is required, as the report summarizes operational and ridership data collected through regular service monitoring.

ATTACHMENTS

- *August 2026 Monthly Report*

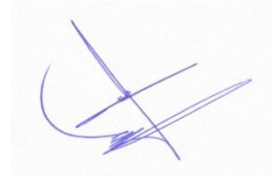
APPROVALS



Kim Isaak,
Chief Administrative Officer



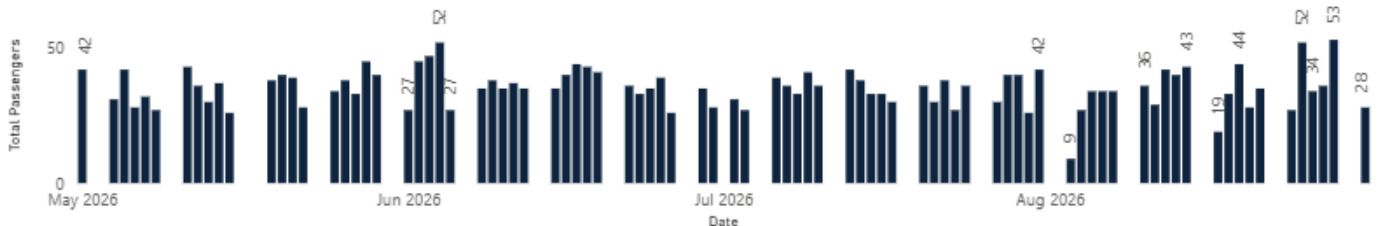
Department Director/Author



RideCo Analytics: Overview ...

Date:
 Program:
 Provider:
 Include Date:
 Weekday:

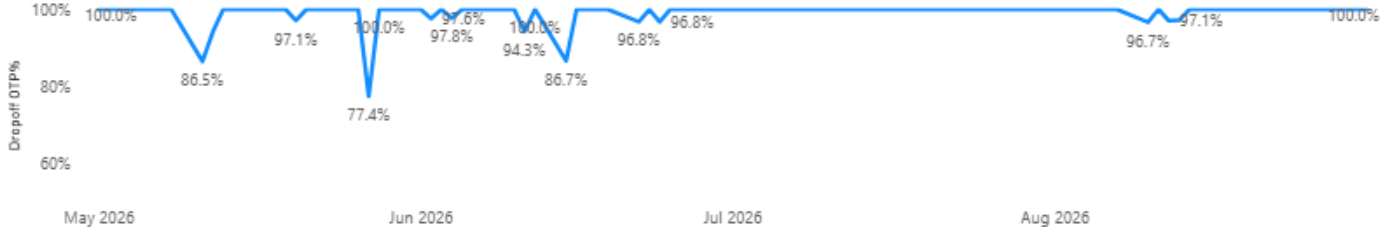
Total Passengers



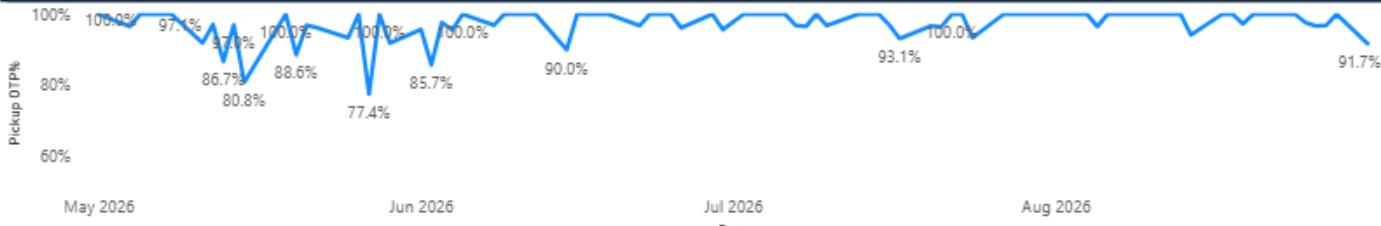
Passengers per Vehicle Hour



Dropoff On-Time Performance



Pickup On-Time Performance



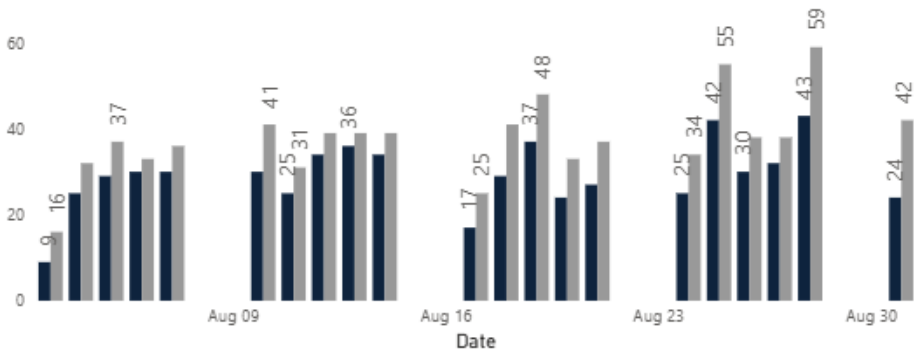
PVH	RVH	Total Completed Rides	Pickup OTP
2.8	2.4	2,639	97.4%
Demand Response PVH	Demand Response RVH	Average Completed Rides	Dropoff OTP
3.7	3.3	31	98.9%

RideCo Analytics: Ridership

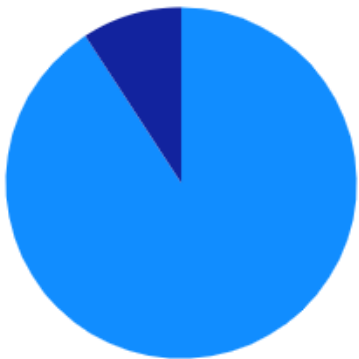
Date: 8/1/2026 - 8/31/2026
Program: All
Provider: All
Include Date: All
Weekday: All

Total Completed Rides and Total Booked Rides

Completed Rides Booked Rides



Total Rides Completed by Passenger Types



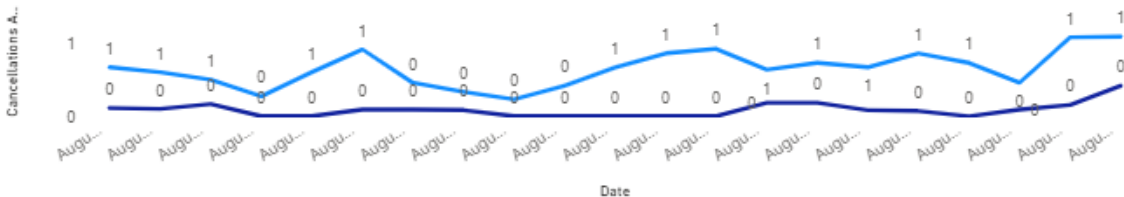
Passenger Type
General
Child Under 6

Total Passengers Completed

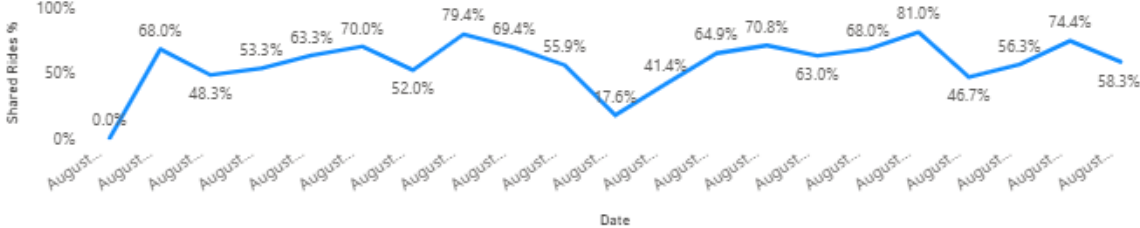
717

Cancellations and No-shows

Cancellations AVG No Show Rides AVG

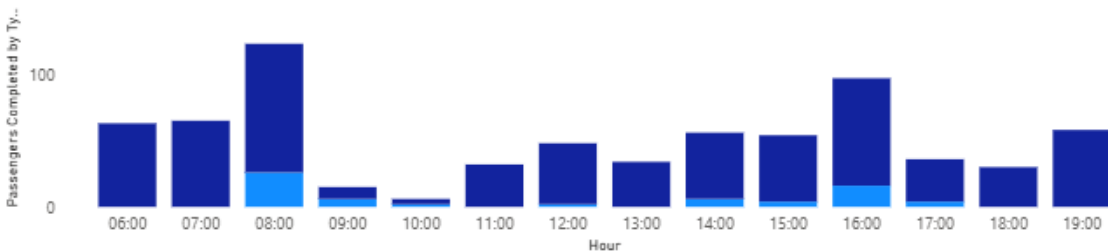


Total Shared Rides



Total Rides by Passenger Types

Passenger Type Child Under 6 General



Average No-show Rate

2.6%

Average Cancellation Rate

20.2%

Pickup OTP

98.5%

Dropoff OTP

99.5%

Average Direct Ride Duration

Average Actual Ride Duration

Shared Ride %

Abandoned Rides

11.2 mins

60.9%

0

RideCo Analytics: Customer Experience

Date

Program

Provider

Include Date

Weekday

8/1/2026

8/31/2026

All

All

All

All

Average Ride Rating

5.0

Pickup OTP

98.5%

Dropoff OTP

99.5%

Average Direct Ride Duration

10.3 mins

Average Actual Ride Duration

11.2 mins

Failed Search Percentage

14.2%

Shared Ride Percentage

60.9%

Ride Comments

Rating

FIVE

For New Driver Training Purpose. Thanks.

good jo

good job frank

good job frank thank you

perfect driving habits. Very friendly.

thank you frank



RideCo Analytics: Searches

Date

8/1/2026

8/31/2026

Program

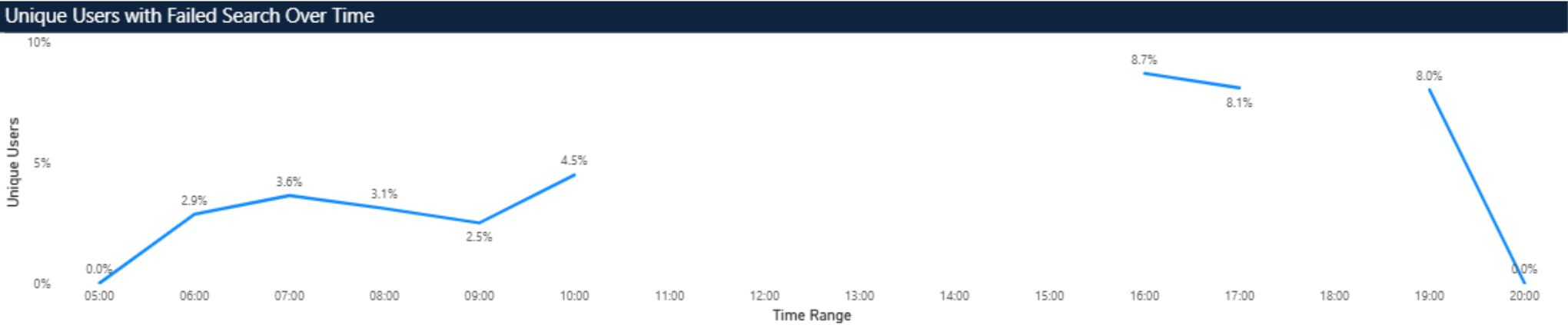
All

Include Date

All

Weekday

All

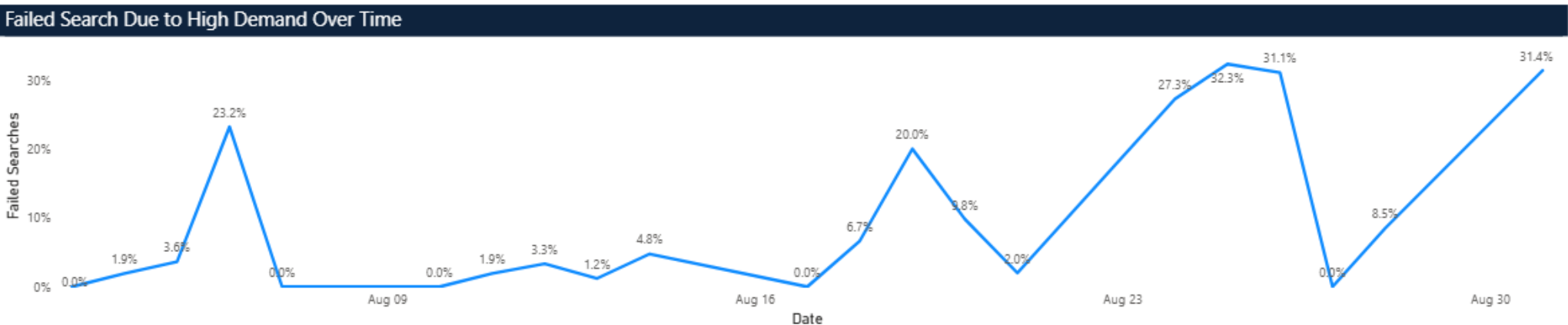


Average Daily New Users

0

Average Daily Repeat Users

18



Average Unique Users with a Failed Search

NaN

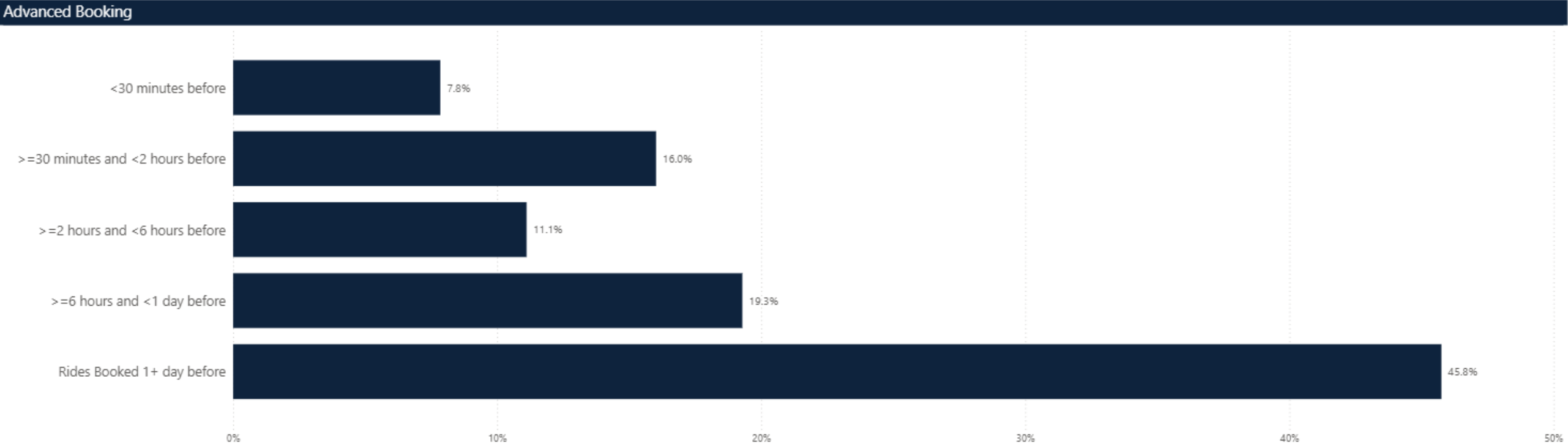
Users with Search Delay > Threshold

22.8%

Unique User Searches	Average Users with Searches	Average Daily Searches	User Conversion Rate	Average Search Delay of Best Results
975	509	74	86.1%	19.9 mins

RideCo Analytics: Booking

Date:
 Program:
 Include Date:
 Weekday:



RideCo Analytics: Operations

Date: -
 Program:
 Include Date:
 Weekday:

Total On-Fare Time (h)

115

Vehicle Utilization Rate

42.9%

Max Vehicles Online

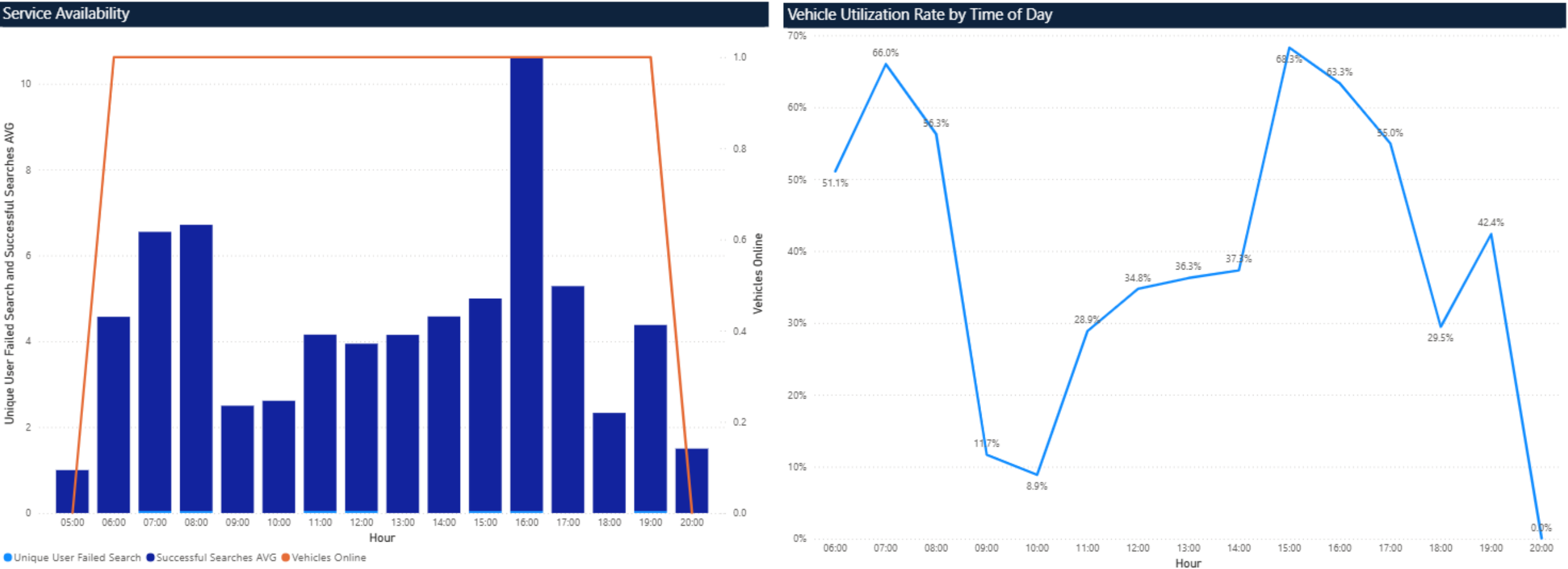
1.0

Revenue Hours

267.7

Demand Response Revenue Hours

191.2





UPDATE FROM THE LIEUTENANT GOVERNOR OF ALBERTA

MARCH TO AUGUST 2026

MESSAGE FROM LT. GOV. LAKHANI



The summer of 2026 marked an important milestone as the province commemorated the 150th anniversary of the signing of Treaty 6, starting with a memorable June gathering in Fort Battleford, Saskatchewan. It is essential that all of us who call this beautiful country home recognize that we are all Treaty people. Treaty relations remain an essential part of the Crown in Canada, and it is both my privilege and duty to honour this commitment.



Her Honour with the new Canadians who took their oath of citizenship during a ceremony in Calgary on August 13..

As the Lieutenant Governor of Alberta, I frequently accept invitations to speak at university convocations and awards presentations honouring volunteers and human rights champions. But I especially enjoy the opportunity to attend citizenship ceremonies.

These ceremonies are always emotional: they are the culmination of a long process that often takes years to complete. Along with marriage and childbirth, it is an event that fundamentally changes your life and your identity. Whatever nationality you were born into, now you are a Canadian. But we do not ask you to leave your old identity behind—on the contrary, the health of our democracy relies on the regular introduction of fresh ideas and perspectives which enrich and even challenge our current way of doing things. Newcomers: I welcome you all to your new home.

Shakhani
The Honourable Salma Lakhani
Lieutenant Governor of Alberta



Her Excellency Louise Arbour during her June investiture ceremony in Ottawa.

LOUISE ARBOUR BECOMES HEAD OF CANADA'S VICE-REGAL FAMILY

On June 8, Her Honour was in Ottawa, along with her vice-regal counterparts from across the country, to attend the ceremony installing Her Excellency The Right Honourable Louise Arbour as the 31st Governor General of Canada. Her new position caps an extraordinary career of public service, which includes distinguished stints as a justice of the Supreme Court of Canada and the UN High Commissioner for Human Rights.

During her installation speech, Her Excellency praised her predecessor, the Right Honourable Mary Simon, and pledged to honour her commitment to education, human rights, and Indigenous reconciliation—all principles that Her Honour has also championed. Her Honour offered the new Governor General warm congratulations: "May your tenure be marked by wisdom, integrity, and a deep commitment to serving all Canadians."



@LtGovAB



@LGalberta

www.lieutenantgovernor.ab.ca

www.flickr.com/photos/lieutenantgovernorofalberta



One of the pillars of Her Honour's tenure has been education, and she is an ardent supporter of learning in all forms, for people of every age.

Her Honour participates in the School at the Legislature (SATL) program all year round, meeting with Grade 6 students as part of their studies on the Canadian system of government. Over the last six months, students from these schools got to meet and interview Her Honour: St. Paul Elementary, Holy Child School (*top left*), Rainbow Lake School, Westglen School, Mary Hanley Catholic Elementary, Grace Martin School, Kitscoty School, and Elmer G. Gish School, where one talented young student presented Her Honour with a copy of *Friends, Not Foes!*, an anti-bullying picture book that draws upon her own experiences with racial discrimination. She also received a pair of visits from groups of kids attending Grade 9 classes at Grandview Heights (*centre left*).

Teachers interested in arranging a school visit can email the Office at LtGov@gov.ab.ca.



Her Honour recognized the work of several outstanding young people in the classroom as well as the community: in July, she presented Queen Elizabeth II Platinum Jubilee Citizenship Medallions to ten post-secondary students who have had a notably positive impact upon their school or community; and in May, nine students who have demonstrated perseverance and strength of character in their academic pursuits received ASBA Lieutenant Governor of Alberta Student Awards.

Her Honour expressed her belief in the power of education during her remarks at the University of Alberta's Winter Convocation and the spring commencement ceremony at Old Scona Academic High School. In April, she delivered the keynote address at a conference of the Alberta Teachers Institute and in May, she sat down with the presidents of comprehensive community colleges from across the province to discuss the future of education in Alberta and challenges that might await students, teachers and administrators alike (*bottom left*).



FULFILLING CONSTITUTIONAL DUTIES

Vice-regal representatives play an important role in maintaining Canada's constitutional traditions and continuity of government. As part of her ongoing constitutional duties, Her Honour grants Royal Assent to bills brought forward by the Legislative Assembly and signs Orders in Council. Her Honour also presided over the swearing-in of two new Cabinet members in May (*bottom left*), and spoke during an event that same month to commemorate the official portraits of Queen Elizabeth II and Prince Philip, which now hang at the QEII Building in Edmonton (*bottom right*). She was especially pleased to bring greetings during the Alberta Day celebrations at the Legislature Grounds on August 30.



CELEBRATING AMAZING ALBERTANS

Her Honour appeared at several award ceremonies across the province to honour outstanding Albertans. Some of these awards are supported by the Office of the Lieutenant Governor, including the Lieutenant Governor of Alberta Arts Awards (*bottom left*), which this year recognized 11 emerging artists in fields ranging from visual arts to puppetry to hip-hop and R&B music. She also presented the University of Alberta's Canadian Business Leader Award to Gord Johnston, the longtime Stantec executive who got his start as a graduate of the U of A's Faculty of Engineering, and participated in ceremonies for the TRUE Awards, the Calgary Police Service's Chief's Awards, the AGM of the Edmonton Food Bank, the Ingenious+ Awards, the YWCA's Women of Distinction, and the Sovereign's Medal for Volunteers, as well as the investiture and award ceremony of the Order of St. John and an event presenting Exemplary Service Medals to paramedics who have reached career milestones.

Her Honour attended the kickoff of National Volunteer Week, the St. Albert Salvation Army's BRAVE event, and the Glenrose Hospital Foundations' Courage Gala, and joined the Right Honourable Louise Arbour at the Special Olympics Summer Games in Medicine Hat. In March, she attended a dinner at the University of Alberta awarding an honorary degree to the pioneering computer scientist Dr. Richard Sutton (*top right*), and in June she appeared at a career retrospective in honour of Pilar Martinez, the outgoing CEO of the Edmonton Public Library. In August, she presented the Sovereign's Medal for Volunteers to Cornelis de Boon (*bottom right*) in recognition of his longstanding support of Albertans in need.



HONOURING INDIGENOUS PEOPLES

The Lieutenant Governor is dedicated to engaging with and gaining insights from the diverse Indigenous communities in Alberta. She holds frequent meetings with Indigenous leaders and organizations to better understand and appreciate the initiatives they are involved in.

During the last six months, Her Honour attended a Red Dress Day event at NorQuest College (*bottom left*), a National Indigenous People's Day celebrations at Bent Arrow (*bottom centre*), as well as several events to mark the 150th anniversary of the signing of Treaty 6 at Edmonton City Hall, Enoch Cree Nation (*bottom right*), and Fort Battleford, SK. Her interest in education was on display during her appearance at the Alberta School Boards Association's Indigenous Student Awards and again at a large gathering of educators and administrators in April to discuss various approaches towards putting the principles of reconciliation into action in Alberta's school system.



Alberta is home to countless festivals, galas, and celebrations, all of which allow Lt. Gov. Lakhani to connect with the province's many diverse communities.

Her Honour has close connections with Alberta's ethnic communities, and over the last six months she attended the Indo-Canadian Women's Association's event for International Women's Day, the Vaisakhi ceremony at the Alberta Legislature Building, the Journey of the Horse exhibit about early Chinese immigrants to Canada as part of Asian Heritage Month, the Newcomer Centre's Plum Blossom Lunch (*top right*) and a celebration of the Centre's 45th anniversary, as well as hosting an Iftar dinner in conjunction with the Edmonton Council of Muslim Communities and the Edmonton Food Bank. (She also attended the City of Edmonton's own Iftar event the following night.) Her Honour is also a passionate supporter of *The Shoe Project*, an annual theatrical presentation that empowers women to share their stories of immigrating to Canada, and attended several performances and promotional events (*centre right*).

That was far from the only event amplifying women's voices that Her Honour attended since March: she also spoke at the SHE Leads brunch, the 60th anniversary luncheon of the Edmonton Women's Medical Club, and the International Women's Forum "Canada Connects" conference, and delivered a keynote address to at an event organized by Cooperators' Enterprise Women's Employee Resources Group. She also visited Jessie's House to meet the staff of the Jessica Martel Memorial Foundation, which provides resources to victims of domestic violence.

Her schedule also found room to host an event marking the centennial anniversary of the Royal Canadian Legion and make appearances at the HIV Edmonton gala, the Canadian Association of Police Governance banquet, the Rotary Club of Edmonton's 70th anniversary dinner, the Grand Highland Military Ball, the Glenrose Hospital Foundation's Courage Gala, Military Family Day at Spruce Meadows, the ECMC's "Compassion in Action" blood drive, and the Cold Lake Air Show.

And of course, she donned her cowboy hat and spent a few days at the Calgary Stampede, enjoying the parade and various pancake breakfasts and receptions. She visited one of her favourite annual events, Edmonton's Heritage Festival, and cheered on Team Canada as they took on Uzbekistan in one of the exhibition soccer games held as part of the buildup to the FIFA World Cup (*bottom right*).



FOSTERING INTERNATIONAL FRIENDSHIP



As the highest-ranking individual in Alberta, Lt. Gov. Lakhani is often called upon to greet international dignitaries and welcome members of the Consular Corps for courtesy calls. Recent such ambassadorial visitors include Andrii Plakhotniuk (Ukraine), Genevieve Tuts (EU, *top left*), Jean Claude Kugener (Luxembourg), Ki-mo Lim (South Korea), and Muhsin Syihab (Indonesia), as well as Prof. Dora Francisca Edu-Buandoh, the High Commissioner of Ghana (*top centre*). She also expressed her gratitude towards Canada's diplomatic corps during the Edmonton Consular Corps Ball (*top right*).



Her Honour enjoys a sunny Canada Day morning at the annual pancake breakfast on the Legislature Grounds.



Her Honour greets His Highness the Aga Khan upon his arrival in Calgary for his first visit to Western Canada.



Her Honour helps mark the 75th anniversary of the 533 Sabre Squadron of Air Cadets in St. Albert.



Her Honour enjoys Military Family Day at Spruce Meadows. The event included a rousing Feu de Joie and the Queen Elizabeth II Cup equestrian competition.



Her Honour visits the Vietnamese Cultural Society's exhibit "Where We Came From (and where we go from here)". about the Vietnamese immigrant experience.



Their Honours cheer on the competitors at a gymnastics competition at the Special Olympics in Medicine Hat.

September 1, 2026

Blackfalds Town Council,

We are writing to request funding for the purchase of water monitoring and testing equipment and related programming.

There is growing concern our local communities surrounding the condition and health of our surface waters, as well as the condition of the shallow aquifers many residents, farms and businesses rely on. These water resources are inter-connected and vital to our economy and quality of life.

Currently, there is a lack of monitoring and data collection to track changes and help make informed policy decisions. As local watershed groups, we are willing to fill this niche with volunteer time and effort but we require funds to purchase and operate the necessary equipment, as well as have samples analyzed. This equipment includes water well sonic meters, water chemistry kits and associated consumables, and temperature loggers. Sample analysis includes both water chemistry and biological diversity analysis. Due to the geographic proximity and cooperation between Medicine River Watershed Society and Friends of the Blindman, we are cooperating to share monitoring equipment and programming wherever possible.

As the Blindman Watershed Society is newly formed, we would like to complete a baseline aquatic biodiversity analysis at a few spots along the Blindman River, using professional analysis of the samples through the Canadian Aquatic Biomonitoring Network (CABIN) sampling program. The goal would be to do an initial, professional analysis of specific parameters that apply to the Blindman River and the pressures it is facing. Following this, the program would become a citizen science initiative led by volunteers from our organization, along with wider community involvement, using the guidelines and knowledge gained from the CABIN sampling. This is also an opportunity to fit local issues into our local school science curriculum and be able to report the findings each year.

Analysis of CABIN samples cost approximately \$1, 500 per site and we would like to sample three sites.

We believe our work is widely supported and would be viewed as a positive partnership for your municipality. Any donation would be recognized on our website and in our annual report. We would also be happy to present to your council at any time.

Please reach out if there are any questions, we look forward to your reply.

Regards,

Assar Grinde, President

Friends of the Blindman Watershed Society

friendsoftheblindman@gmail.com



Subject:

Blackfalds Knows Resilience — September 24, 2026

From: Dr. Allen Lycka**Sent:** September 4, 2026 6:09 AM**To:** svab@blackfalds.ca; isaak@blackfalds.ca; kreklewich@blackfalds.ca; griffin@blackfalds.ca; morrison@blackfalds.ca; craig@blackfalds.ca; robinson@blackfalds.ca; FCSS Staff <fcss@blackfalds.ca>; Marketing <marketing@blackfalds.ca>**Subject:** Blackfalds Knows Resilience — September 24, 2026

Dear Mayor Svab,

Blackfalds knows that strong communities are built through connection, collaboration and people helping one another—and those are the principles at the heart of National Resilience Day™.

I am writing to invite the Town of Blackfalds to recognize September 24, 2026, as National Resilience Day™ and become part of a growing Alberta-led national movement with one ambitious goal:

Help inspire 1,000,000 Acts of Resilience™ across Canada.

National Resilience Day asks a simple but essential question: What happens after life changes without warning?

After the emergency response ends, the diagnosis is delivered, the job is lost, the caregiver becomes exhausted or a family experiences grief, people still need hope, support and a pathway forward. National Resilience Day brings communities together around that human side of resilience.

Blackfalds is especially well suited to help lead this movement. It is a young, growing and deeply connected community with a strong culture of volunteering and civic participation. The Town's own Family and Community Support Services programs use proactive, strength-based approaches to help individuals and families develop healthy relationships and stronger communities. That work reflects exactly what National Resilience Day is designed to celebrate and expand.

Participation does not require the Town to create a major event, establish a new program or make a financial commitment. We are asking Blackfalds to consider:

Recognizing September 24, 2026, as National Resilience Day™;

Sharing the invitation with residents, schools, businesses, first responders, healthcare providers and community organizations;

Encouraging simple Acts of Resilience™, such as checking on someone going through a difficult time, supporting a caregiver, welcoming someone back after illness, helping a family facing job loss, thanking a first responder or sharing the story of someone who rebuilt after adversity; and

Identifying several local stories that demonstrate the strength, compassion and community spirit of Blackfalds.

Every participating community receives a complimentary digital toolkit containing suggested social-media posts, graphics, newsletter wording, a printable poster, activity ideas and materials that can be adapted locally.

Mayor Svab, your emphasis on connection, collaboration and giving back makes you a natural champion for this initiative. Blackfalds can show Canadians that resilience is not merely the ability to endure adversity. It is what happens when a community chooses to help people move forward together.

I would welcome a brief 15–20 minute virtual conversation with you and the appropriate members of your administration to discuss how Blackfalds could participate.

Resilience. Hope. Purpose.

Warm regards,

Dr. Allen Lycka

Founder, When Life Changes Everything™

National Resilience Day™

allen@drallenlycka.com

780-907-5971

MEETING DATE: September 21, 2026

PREPARED BY: Preston Weran, Director of Infrastructure and Planning Services

PRESENTED BY: Preston Weran, Director of Infrastructure and Planning Services

SUBJECT: **North Red Deer River Water Services Commission Bylaw 1 Replacement**

BACKGROUND

The Town of Blackfalds is a member of the North Red Deer River Water Services Commission, along with the City of Lacombe, Town of Ponoka, Lacombe County, and Ponoka County. Over the past several years, the Commission has been considering the transition of Ermineskin Cree Nation from observer status to full membership. During this process, it became apparent that the existing Commission bylaw did not adequately address the admission of new members. As a result, the Commission conducted a comprehensive review of the governing bylaw and determined that replacing the bylaw in its entirety was preferable to proceeding with an amendment.

On June 9, 2026 Administration met with the Commission Chair, CAO, Legal Council and the representatives of the Project Team to review the current membership agreement and bylaws and to walk through the proposed revisions. Following this meeting Administration shared the revised documents with the Town's legal counsel for their review and input.

On August 11, 2026, Administration provided comments back to the Project Team identifying concerns that were raised following the legal review and provided back to the Project Team. The main concern that was raised was in regards to Section 1 Water Volumes and Allocation and the fact that the Town of Blackfalds allocation has remained the same despite the increase in population. In response to this concern it was identified that other Members had raised the same concern and that the matter should be addressed through a separate focused discussion rather than as part of the broader bylaw review process.

The Commission's CAO, Jordan Thompson is in attendance this evening along with their legal counsel and will provide some introductory comments on the review process before handing the presentation over to Dylan Sigurdson and Richard Jones of Brownlee LLP.

DISCUSSION

Administration is recommending that Council receive the Council Briefing Note attached to this report as information and direct Administration and provide endorsement to the Commission on the proposed Bylaws and Membership as substantively presented.

STRATEGIC PLAN ALIGNMENT / OTHER MASTER PLAN ALIGNMENT



**Economic Vitality and
Community Prosperity**



**Community Life,
Safety, and Inclusion**



**Leadership,
Engagement and
Advocacy**



**Sustainable Services
and Infrastructure**

The proposed bylaw and membership agreement support Council's strategic priorities by promoting regional collaboration, strengthening the governance of critical water infrastructure, supporting long-term economic growth and ensuring the sustainable delivery of essential water services.

FINANCIAL IMPLICATIONS

There are no financial implications to the endorsement of the proposed Bylaws and Membership Agreement.

COMMUNICATION / ENGAGEMENT CONSIDERATIONS

Administration will inform the Commission of Council's decision.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion(s):

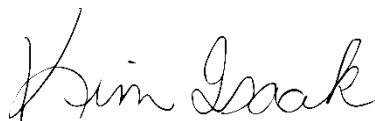
1. That Council receive the Council Briefing Note respecting the North Red Deer River Water Services Commission's replacement of Bylaw 1 with the Governance, Operations and Terms of Service Bylaws as information and direct Administration to communicate to the Commission its endorsement of the proposed Bylaws and Membership Agreement as substantively presented.

ALTERNATIVES

- a) That Council refer the matter back to Administration for additional information.

ATTACHMENTS

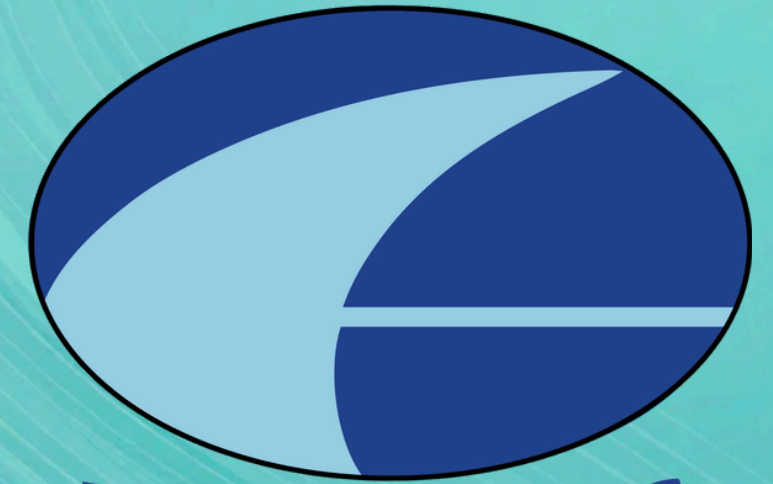
- *North Red Deer River Water Services Commission Presentation*
- *North Red Deer River Water Services Commission Briefing Note*
- *Existing Bylaw 1*
- *Proposed NRDRWSC Bylaw 101- Governance Bylaw*
- *Proposed NRDRWSC Bylaw 102 – Operations Bylaw*
- *Proposed NRDRWSC Bylaw 103 – Terms of Service Bylaw*
- *Proposed Town of Blackfalds/NRDRWSC Membership Agreement*
- *Existing Town of Blackfalds/NRDRWSC Membership Agreement*

APPROVALS

Kim Isaak,
Chief Administrative Officer



Department Director/Author



NRDRWSC

Council Briefing

Proposed Bylaws:
Governance | Terms of Service | Operations

Date:
September 21, 2026

Agenda



Topics covered in today's council briefing:

02

1. Waterline Extension Update

2. Why the Commission is Updating its Bylaws and Membership Agreement

3. Overview of Bylaws 101, 102, 103 & Request for Council's Support

North Red Deer River Water Services Commission

Our Purpose: Delivering safe, reliable drinking water to Commission members.

Established 2004; operations began summer 2006



01

50 km Transmission Line

02

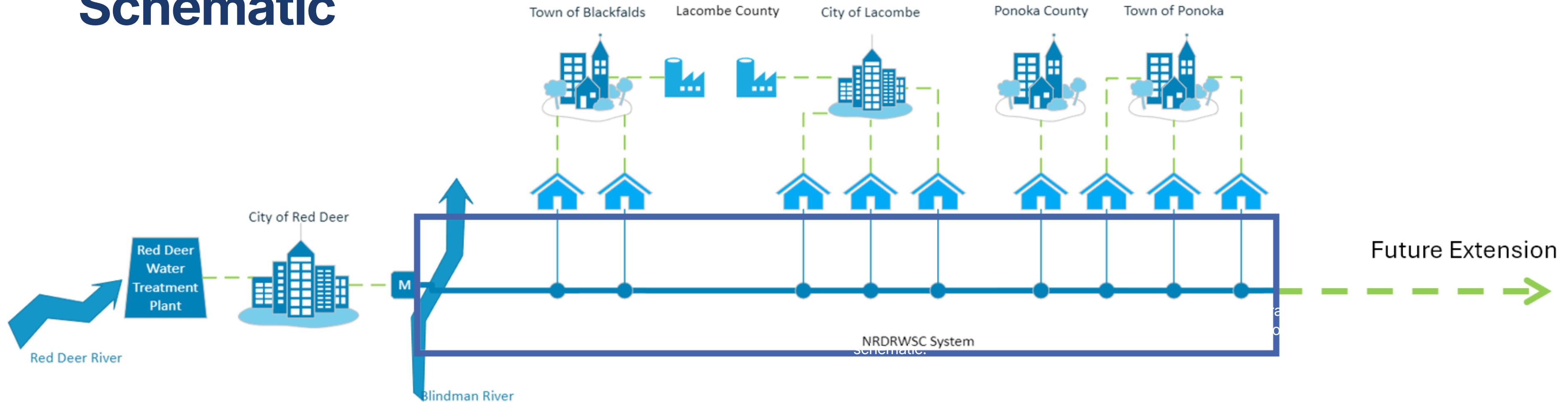
Supply nearly 3 million m³ of drinking water annually

03

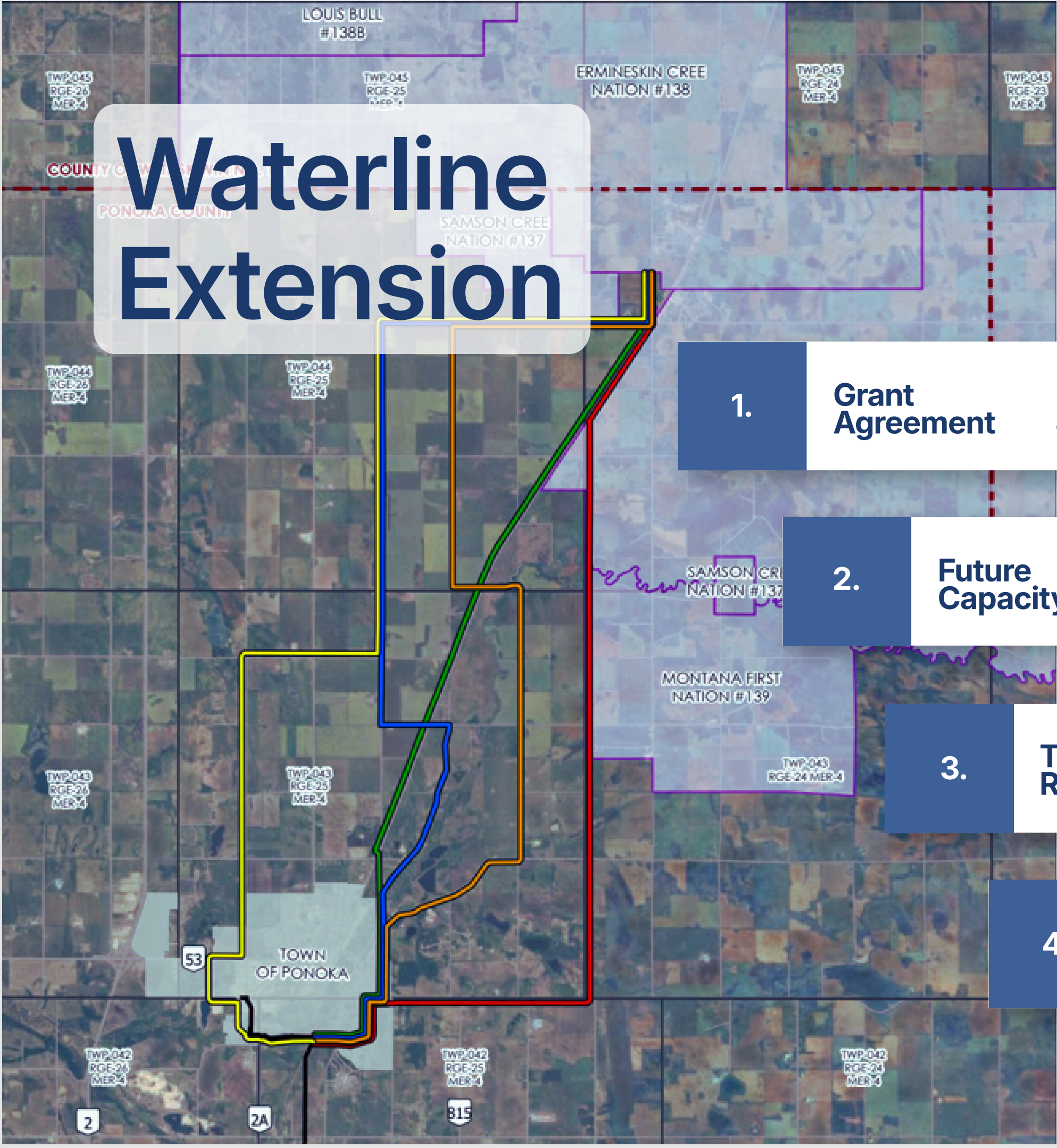
Extension to Ermineskin Cree Nation is underway

03

Current System Schematic



License to annually divert up to
13,391,000m³



Waterline Extension

05

1.

Grant Agreement

Alberta & NRDRWSC grant agreement funds extension to Ermineskin Cree Nation Reserve boundary

2.

Future Capacity

Future capacity to serve Montana First Nation, Samson Cree Nation, and Louis Bull Tribe

3.

Tender-Ready

Sept – Oct, 2026 (pending Alberta's confirmation of grant availability)

4.

Water-On

Water-on anticipated in 2028

Why we are updating our Bylaws.



Align with Legislation

Align with current Municipal Government Act (MGA) requirements



Ermineskin Cree Nation Membership

Include Ermineskin Cree Nation's membership in governance alongside other members



Fair & Consistent Treatment

Key membership and service requirements will be set out transparently in the bylaws. All members are treated equally.



Strengthened Accountability

The updated bylaws clarify decision-making, financial reporting, service expectations.

Timeline & Current Stage

May-June 2026

- Met with each Member
- Explain the proposed changes
- Identify questions and concerns

August-September 2026

- Explain the proposed changes and "What we hear"
- Answer Council's questions
- Seek Council endorsement

NRDRWSC
1st Reading

Member Input

Document
Refinement

Council
Endorsements

NRDRWSC
2nd
Reading

NRDRWSC
3rd
Reading

March 23, 2026

June-July 2026

September 21, 2026 November 9, 2026

- Received Member feedback
- Revise the documents
- Address legal and technical issues
- Confirm areas of agreement

07

Overview of Proposed Bylaws 101, 102 & 103

Governance | Terms of Service | Operations



BROWNLEE LLP
Barristers & Solicitors



Council Briefing Note

Replacement of Bylaw 1 with Governance, Operations and Terms of Service Bylaws

Date: August 28, 2026

Prepared by: Jordan Thompson, CAO &
Richard Jones KC, Brownlee LLP

Presented by: Jordan Thompson, CAO &
Dylan Sigurdson/Richard Jones KC, Brownlee LLP



Purpose

To provide Council with an overview of the three new bylaws being brought forward by the North Red Deer River Water Services Commission (the "Commission") to replace its existing Bylaw 1, and to explain the reasons for the change.

Recommended Motion

THAT Council receive the Council Briefing Note respecting the North Red Deer River Water Services Commission's replacement of Bylaw 1 with the Governance, Operations and Terms of Service Bylaws as information and directs Administration to communicate to the Commission its endorsement of the proposed Bylaws and Membership Agreement as substantively presented.

Background

The Commission is a regional services commission established under Part 15.1 of the Municipal Government Act (the "MGA"). Its members are the City of Lacombe, the Town of Blackfalds, the Town of Ponoka, Lacombe County, Ponoka County and the Ermineskin Cree Nation, which currently has observer status (each a "Member"). The Commission supplies bulk potable water on a wholesale basis to its Members. It does not operate municipal distribution systems and does not provide water for fire protection.

The Commission is currently governed by a single bylaw, Bylaw 1, which combines governance, operational and service matters in one document. Section 602.09(1) of the MGA requires a commission to pass bylaws respecting its administration, the appointment and terms of directors and the chair, the addition and removal of members, the disposal of assets, the disestablishment of the commission, and the provision of its services.

The bylaw review arose from the Commission's consideration of admitting the Ermineskin Cree Nation as a Member. In examining how a new member would be admitted, it became apparent that Bylaw 1 did not adequately address the process and service terms for the supply of water, and that a membership agreement governing the terms for admitting new members and a water supply agreement incorporating uniform standard terms of service were required. That work identified significant gaps in Bylaw 1 and led the Commission to undertake a full review and replacement of its governing bylaw rather than a mere amendment.

The Commission has prepared three replacement bylaws and, as part of that process, sought feedback from the administration of each Member. Administration has met with the Commission

and its legal counsel, Brownlee LLP, on this matter. Presentation to each Council is the next step in the process.

Two sets of agreements are being revised in parallel with the bylaws. Together with the bylaws, they form a single framework: (i) the bylaws state the rules of general application; (ii) the membership agreement documents the relationship between the Commission and each Member and the Member's acceptance of the governing rules set out in the bylaws; and (iii) the water supply agreement governs the Member-specific physical terms on which water is delivered to that Member, with the standard terms being set out in the Terms of Service Bylaw.

Rationale for Replacing Bylaw 1

The Commission is not changing its purpose, its membership or the water allocations of its Members. The rationale for the replacement is as follows:

- Statutory compliance and completeness. The new bylaws address each matter that section 602.09(1) of the MGA requires a commission to deal with by bylaw, in a form that is current with the legislation.
- Separation of subject matter. Governance, physical operations, and terms of service are directed at different audiences. Separating them allows each to be amended without reopening the others, and makes each easier for Councils, staff, Commission Members and customers to use.
- Clarity of the service relationship. Bylaw 1 does not fully set out the terms on which water is supplied. The Terms of Service Bylaw states, in one place, how service is applied for, how volumes are allocated and forecast, how rates are set, how water is metered and billed, where the Commission's responsibility ends, and what happens when a Member does not comply. The objective is for the Commission's water supply agreements to be amended to refer to the standard terms of service set out in the Terms of Service Bylaw to avoid conflicting service standards among Members.
- Standardized Operations Processes. The Commission has significant buried infrastructure crossing lands. The Operations Bylaw provides a permit and enforcement framework so that third-party work near Commission works is controlled, and so that costs of emergency response are recoverable from the party responsible.
- Accountability to Members. The bylaws set out promote accountability and transparency. They fix timelines for budgets, audited financial statements and reporting to Members and to the Minister, and require super-majority approval (3/4) of the Commission board for material decisions.

Overview of the Three Bylaws

Bylaw	Governs	Principal subject matter
Bylaw 101 — Governance	The Commission and its Members	Board composition and duties, officers, meetings, the CAO, financial governance and audit, admission of new Members, withdrawal and removal, disposal of assets, disestablishment.

North Red Deer River Water Services Commission

5432 56th Avenue

Lacombe, Alberta T4L 1E9

Phone: (403) 782-6666 www.nrdwsc.ca

Bylaw	Governs	Principal subject matter
Bylaw 102 — Terms of Service	The Commission and Member/Customer service relationship	Standardized terms of service, such as applications for service, water volumes and allocations, rates and billing, Member responsibilities, metering, non-payment remedies, reduction of service, dispute resolution.
Bylaw 103 — Operations	Third parties and physical infrastructure	Permits for work on Commission rights-of-way and works, engineering standards, security, inspection and enforcement, emergency authority and cost recovery.

Bylaw 101 — Governance Bylaw

Establishes the internal governance framework of the Commission.

- **Board:** Each Member appoints one Director and may appoint one alternate. Each Director has one vote. Directors owe a fiduciary duty to the Commission and are not delegates of their appointing Member. Conflict-of-interest rules under the MGA apply.
- **Director eligibility:** The Governance Bylaw maintains the requirement established under the existing Bylaw 1, every Director must be an elected official.
- **Threshold for Key Decisions:** A super-majority (3/4) approval is required to admit, remove, or accept the withdrawal of a Member; to incur debt beyond the debt limit; to dispose of material assets; to amend the Governance Bylaw; and to disestablish the Commission.
- **Meetings:** At least two Board meetings must occur per year, 48 hours' notice to Directors and to each Member's senior administrative officer, an annual meeting by April 30 at which the audited financial statements and auditor's report are presented, the public must be notified, and electronic participation is permitted.
- **Administration:** Establishes the CAO position, accountable solely to the Board, together with signing authority and the Board's authority to delegate.
- **Financial governance:** A rolling three-year financial plan with a capital forecast, an interim operating budget if the budget is not adopted by year-end, distribution of the draft plan to Members for written comment, an annual auditor, and filing of the financial information return and audited statements with the Minister and each Member by May 1.
- **Membership:** Sets out the terms on which a new Member may be admitted, including a financial contribution reflecting connection costs and a fair share of existing system capital; a two-year written notice period for voluntary withdrawal together with an exit financial settlement; removal for cause by super-majority; and rules for disposal of assets and for disestablishment, including a required disestablishment plan.

Bylaw 102 — Terms of Service Bylaw

Sets out the terms and conditions on which the Commission supplies water to its Members and Customers. It applies to all Members and to all water services agreements.

- **Applications:** Written applications for new service, increased capacity or a change to a transfer point, reviewed by the CAO and decided by the Board considering capacity, water availability, engineering feasibility, financial impact and impacts on other Members and the region, with written reasons for refusal or conditions.

North Red Deer River Water Services Commission

5432 56th Avenue

Lacombe, Alberta T4L 1E9

Phone: (403) 782-6666 www.nrdwsc.ca

- **Supply:** Water is supplied under an executed water supply agreement; the Commission's responsibility ends at the transfer point; service is provided on a commercially reasonable efforts basis, with water quality dependent on the supply received from the City of Red Deer; the Commission supplies bulk water only and is not responsible for distribution or fire protection.
- **Volumes and allocation:** Minimum guaranteed annual allocations are set out in the bylaw; Members submit annual forecasts each fall for the following three years; peak flow is capped at 360 litres per capita per day; and where supply is constrained, available capacity is shared proportionately with cooperative conservation measures.
- **Rates and billing:** It preserves a single volumetric rate per cubic metre set on a cost-of-service basis to recover the Commission's net revenue requirements; invoices payable within 30 days with interest on overdue amounts; and a minimum annual charge equal to 90% of the Member's requested minimum volume, together with a minimum payment where no water is requested.
- **Access, responsibilities and meters:** Rights of access to maintain and inspect the Commission's works; Member obligations for maintaining its own system, cross-connection control and authorized use; and Commission ownership, testing and accuracy adjustment rules for meters.
- **Enforcement:** A graduated enforcement framework of notice of breach, reduction of service to health and safety levels, temporary disconnection, and deemed permanent disconnection after 12 months.
- **Dispute resolution:** Disputes between the Commission and a Member that cannot be resolved by negotiation are referred to arbitration under the Arbitration Act (Alberta), subject to the jurisdiction of the Alberta Utilities Commission over rates.

Bylaw 103 — Operations Bylaw

Regulates activities affecting the Commission's physical infrastructure. It is directed principally at third parties, contractors and utilities working near Commission works, rather than at Members in their capacity as Members.

- **Permits:** No person may excavate, construct, cross or otherwise interfere with a Commission right-of-way or works except under a permit issued by the CAO, which may carry conditions as to methods, inspection, timing, engineering standards, security, insurance and indemnity.
- **Engineering standards:** The Commission's engineering standards are incorporated by reference and prevail over inconsistent permit terms unless the CAO authorizes a deviation in writing.
- **Inspection and enforcement:** Inspection powers, written compliance orders, and suspension or revocation of a permit for non-compliance, with notice and an opportunity to respond except in an emergency.
- **Emergencies:** The CAO may take any action necessary to protect the works, and the Commission may recover its costs from the party who caused or contributed to the emergency as a debt. A utility may respond to its own emergency without a prior permit, subject to prompt notice and a subsequent permit application.

North Red Deer River Water Services Commission

5432 56th Avenue

Lacombe, Alberta T4L 1E9

Phone: (403) 782-6666 www.nrdwsc.ca

Member Engagement – What We Heard

A summary of the feedback is attached as Schedule A.

The feedback indicates broad support for the proposed Bylaws, subject to a number of targeted revisions. The comments fall into three categories:

1. Clarifications and administrative corrections, which can be accepted without difficulty.
2. Practical refinements to the operation of the Bylaws, principally around billing adjustment periods and the tempering of enforcement remedies, which are reasonable and within the range of accepted practice.
3. Broader policy questions, chiefly the eligibility of non-elected Directors and the allocation and transferability of water among Members, which go beyond the scope of a bylaw replacement and warrant separate, focused consideration during the Commission's water licence renewal application.

The Commission Administration has reviewed the feedback and has prepared revised drafts of the three bylaws, which are attached.

The Municipality's membership, its water allocation and the Commission's rate methodology are not changed by the replacement bylaws.

Next Steps

- The Commission's Board will consider passage of these bylaws at their September 21st regular meeting. Council's role at this stage is to be informed of the proposed framework and to provide direction to its appointed Director.
- On passage, Bylaw 1 is repealed, and the three bylaws take effect on signing by the Chair and the CAO.
- The Commission will develop a standardized water supply agreement template.

ATTACHMENTS:

- SCHEDULE A – What we heard summary

SCHEDULE A – What we heard Summary

A. Governance and Board Composition

Provision	What we heard	Proposed disposition
Governance s. 4.3 Director eligibility	The initial draft allowed a Member to appoint either an elected official or an officer, departing from Bylaw 1, which requires all Directors to be elected officials. Concern was expressed that retaining the elected-official requirement better preserves the Board's broad regional public-interest purpose and avoids a shift toward a corporate utility structure. It was further noted that allowing officers to serve could place a municipal officer in the position of directing, or taking direction from, a person with whom they share a municipal reporting relationship.	Revise the draft to maintain the current requirement that Members may only appoint elected officials to the Board.
Governance s. 12.2 Director fees and expenses	Two comments were received. One noted that the Commission has recently adopted a policy ending Director meeting fees and reimbursement and proposed that the section be removed. The other proposed that the reimbursement provision apply only to the Commission CAO.	Retain the section. It preserves flexibility for the Commission to change its policy in future without amending the Bylaw. The current practice is governed by policy, not by the Bylaw.
Governance s. 14.2 Capital forecast	The draft requires a five-year capital forecast. It was suggested that a ten-year forecast would provide a more appropriate financial horizon.	Reasonable and capable of being accommodated. This revision has been adopted.
Governance s. 14.4 Member input on budget	Concern that direct comment from Members on the proposed financial plan and budget could politicize the budgetary process, and that Member input can be accommodated through the Board itself.	While the concerns are valid, this risk is mitigated by the fact that a Member's feedback comes through its appointed Director. We recommend that section 14.4 remain to ensure that proposed financial plans remain open to dialogue from Members.
Governance s. 16.1 Voluntary withdrawal	It was proposed that a withdrawing Member be required to provide a certified Council resolution in addition to two years' written notice.	This revision has been adopted. Adds evidentiary certainty to a decision of significant consequence.

Provision	What we heard	Proposed disposition
Governance Regional impact	A request for additional language ensuring the Commission considers broader regional impacts when deciding on new service, increased capacity and new membership.	This has been accommodated and the proposed governance and terms of service bylaws have been revised.

B. Water Volumes and Allocation

Provision	What we heard	Proposed disposition
Terms of Service s. 6.2 Allocation flexibility	One Member advised that, on its growth projections, it may soon require more than its current allocation and asked whether the allocation provision could be made more flexible as between Members.	We do not recommend altering the allocation provision at this time. This change would require a fulsome assessment of the water licence and the founding Commission documents and should be addressed separately by the Commission and its Members as a standalone amendment.
Terms of Service s. 6.2 Transfer or sale of allocations	A question whether water allocations could be transferred or sold amongst Member municipalities.	A significant policy decision that should be considered in light of the historical documents that established the volumetric allocations among Members. This is a policy that should be considered by Members under a separate process.
Water licence	Underlying both allocation comments is the question of what the Commission's licence allows.	Preliminary review of Licence No. 00189571-00-00 indicates a diversion of up to 13,391,000 cubic metres at a maximum rate of 0.54 cubic metres per second. The Licence does not itself allocate volumes among Members.

C. Rates, Billing and Minimum Charges

Provision	What we heard	Proposed disposition
Terms of Service s. 7.8 No water requested	Raised by two Members. The minimum annual payment is calculated on the average of the Member's water requests over the preceding three years. Concern was expressed that the provision does not address a Member without a three-year track record. One proposal was that the provision simply not apply to a Member receiving services for less than three years.	Amend. Rather than disapplying the provision, the recommended approach is to base the annual minimum payment on the Board-approved projected minimum water demand of a Member or customer that does not have a three-year track record.
Terms of Service s. 10.6 Billing adjustment period	A proposal to reduce the adjustment period for overbilling or underbilling arising from meter inaccuracy from twelve months to six months.	This has been accommodated and the proposed bylaw has been revised as this is within the range of reasonable industry practice.

D. Enforcement, Reduction and Disconnection

Provision	What we heard	Proposed disposition
Terms of Service Article 12 Disconnection and reduction	Agreement in principle that the Commission should have the ability to reduce and disconnect service, coupled with a request to soften the provisions: a longer period before breach remedies escalate, including temporary disconnection, and a super-majority requirement for temporary and permanent disconnection.	Reduction of service and disconnection are actions which should not be taken lightly. These concerns provide additional safeguards to Members and Customers and have been incorporated into the proposed bylaws.
Terms of Service s. 12.9 Cumulative breaches	A request to raise the threshold so that multiple breaches must occur within and must be uncured.	Amended to remove cured defaults from the operation of s. 12.9, so that the cumulative-breach provision captures only breaches a Member has failed to remedy.

NORTH RED DEER RIVER WATER SERVICES COMMISSION

BYLAW 1

Consolidation to September 13, 2021

BEING A BY-LAW RESPECTING THE APPOINTMENT OF A BOARD OF DIRECTORS AND CHAIRPERSON, GOVERNING THE FEES TO BE CHARGED BY THE COMMISSION AND THE GOVERNANCE OF ADMINISTRATION OF THE COMMISSION.

WHEREAS pursuant to the provisions of the Municipal Government Act, the Board of the Commission must pass Bylaws respecting the appointment of its directors and the designation of its Chair, governing the fees to be charged by the Commission for services and may pass Bylaws respecting the provision of the Commission's services and the governance of the administration of the Commission; and

NOW THEREFORE the Board enacts the following:

1. DEFINITIONS

- 1.1. "Act" means the *Municipal Government Act*, R.S.A. 2000, c. M-26;
- 1.2. "Annual Meeting" means the Meeting of the Board and the Members to be held on a date and at a location to be determined by the Board in accordance with this Bylaw;
- 1.3. "Auditor" means the auditor of the Commission appointed by the Board pursuant to Section 5.5 hereof;
- 1.4. "Board" means the Board of Directors of the Commission;
- 1.5. "Budget" means the capital budget and the operating budget required by the Act;
- 1.6. "Chair" means the chairperson of the Board;
- 1.7. "Commission" means the North Red Deer River Water Services Commission;
- 1.8. "Director" means the representative of a Member on the Board appointed in accordance with this Bylaw;
- 1.9. "Financial Plan" means the financial plan for the Commission for the forthcoming three (3) financial years, as it exists from year to year;

1.10. "Manager" means the person appointed by the Board as Manager in accordance with this Bylaw;

1.11. Member(s) means any or all of:

- (a) Town of Blackfalds;
- (b) City of Lacombe;
- (c) Town of Ponoka;
- (d) Lacombe County;
- (e) Ponoka County.

(b.1.1, 09/13/2021)

1.12. "Organizational Meeting" means the first meeting of the Board held after November 1 in each year; (b.1.1, 09/13/2021)

1.13. "Regular Meeting" means the meetings of the Board to be held each year on dates and at locations to be determined by resolution of the Board pursuant to Section 4.5 hereof;

1.14. "System" means the pipelines, pump stations and control systems operated by the Commission for the purpose of providing water to the members and customers of the Commission.

1.15. "Special Meeting" means a meeting of the Board called in accordance with Section 4.6 of this Bylaw;

1.16. "Water Services" means all water services provided by the Commission; and

1.17. All other words in this Bylaw are as defined or used in the Act.

(b.1.1, 09/13/2021)

2. OBJECTS

2.1. The objects of the Commission are:

- (a) to provide wholesale water services to its Members;
- (b) to provide water services to other customers on such terms and conditions as the Commission may determine.

3. MANAGEMENT

3.1. The management of this Commission shall be vested in the Board.

4. BOARD OF DIRECTORS

4.1. The proceedings of the Board shall be conducted in accordance with the Act and this Bylaw.

4.2. The Board shall consist of five (5) Directors that shall be appointed as follows:

- (a) one (1) Director from the Town of Blackfalds;
- (b) one (1) Director from the City of Lacombe; (b.1.1, 09/13/2021)
- (c) one (1) Director from the Town of Ponoka;
- (d) one (1) Director from Lacombe County;
- (e) one (1) Director from Ponoka County;

Each Director must be an elected official of the Member appointing such Director.

4.3. A Member may revoke the appointment of its appointed Director and may appoint a replacement Director.

4.3.1 A Member may designate an alternate Director who shall be entitled to act in the place of the appointed Director for whom they are appointed as alternate when the appointed Director is absent or not able to attend a meeting of the Board. (b.1.1, 09/13/2021)

4.4. The Directors shall elect, from amongst their number, the Chair, and the Vice-Chair at the Organizational Meeting. (b.1.1, 09/13/2021)

4.5. The Board, by resolution, may establish the date and number of Regular Meetings held during a year, however, there shall be not less than two (2) Regular Meetings per year.

4.6. The Chair:

- (a) may call a Special Meeting at the discretion of the Chair; and
- (b) shall call a Special Meeting upon receipt of written request by at least three (3) Directors.

4.7. Notice of the time and place of every Board meeting shall be given to each Director personally, by telephone or by electronic mail not less than forty- eight (48) hours before the time fixed for the holding of such Board meeting, provided that any Board meeting may be held at any time and place without such notice if: (b.1.1, 09/13/2021)

(a) all the Directors are present thereat and signify their waiver of such notice at such meeting; or

(b) all the Directors present thereat signify their waiver of such notice and all the Directors that are absent have signified their consent to the meeting being held in their absence.

4.8. A Board meeting or committee meeting may be conducted by means of electronic or other communication facilities. Notice shall be given to the public of the meeting, including the way in which it is to be conducted.

The communication facilities shall enable the public to watch or listen to the meeting and shall enable all the meeting's participants to watch or hear each other.

Directors participating in a meeting held by means of a communication facility are deemed to be present at the meeting.

(b.1.1, 09/13/2021)

4.9. Except as provided in Clauses 5.6, 13.1 and 15.1, any matter properly placed before a meeting of the Board shall be decided by a majority of the votes cast by the Directors at the relevant Board Meeting. If there is an equal number of votes for and against a Board resolution, the resolution is defeated. (b.1.1, 09/13/2021)

4.10. A Director attending a Board meeting shall vote on all matters before the Board unless a Director is required or permitted to abstain from voting under any bylaw of the Commission or provision of the Act. (b.1.1, 09/13/2021)

4.11. A quorum of the Board shall be a majority of the Directors. (b.1.1, 09/13/2021)

4.12. The Board shall be responsible for the management and conduct of the affairs of the Commission, which responsibility shall include, but not be limited to, the following:

(a) to approve the Financial Plan for the forthcoming three (3) years and the Operating and Capital Budgets for the forthcoming year;
(b.1.1, 09/13/2021)

- (b) to maintain the operations of the Commission in a manner which benefits its Members; and
- (c) to cause the minute books and financial records of the Commission to be maintained and to make the same available to the Members.

4.13. The Directors shall receive for attending any Board meeting or for carrying out any Director's responsibilities, meeting fees and expenses including travel expenses as permitted by the rates and fees set out in the Financial Plan and Operating Budget. (b.1.1, 09/13/2021)

5. MEETINGS

- 5.1. The Board shall call an Annual Meeting which shall be held no later than April 30th of each year.
- 5.2. Written notice of the Annual Meeting shall be provided to each Member by mail postmarked not less than thirty (30) days prior to the date of the Annual Meeting.
- 5.3. At the Annual Meeting, the Auditor shall present the audited financial statements of the Commission and the Chair shall report on the activities of the past year of the Board and the future plans of the Commission.
- 5.4. At the first meeting of the Board following the Annual Meeting, the Board shall appoint the Auditor for the ensuing year whom shall report to the Board on the annual financial statement of the Commission and on the financial procedures and activities of the Commission.
- 5.5. The Chair shall establish the agenda for any meeting of the Board. Directors shall be entitled to add items to the proposed agenda by submitting a written request to the Manager at least twenty-four (24) hours before the meeting.
- 5.6. The Board shall adopt the agenda at the beginning of the meeting and may, upon agreement of two thirds of those Directors present at the meeting add or delete items from the agenda.

6. ADMINISTRATION

- 6.1. There shall be a Chair, a Vice-Chair and a Manager and such other Officers as determined by the Board in its discretion from time to time.
- 6.2. The term of office of the Chair is one year.
- 6.3. The Chair shall preside over each Regular Meeting, Special Meeting, and the Annual Meeting and of any meetings of any committee of the Commission.

- 6.4. The Chair shall appoint all officials and committees as directed by the Board.
- 6.5. The Chair shall be an ex-officio member of all committees.
- 6.6. The Chair shall vote on all matters before the Board.
- 6.7. The Chair shall perform all other and such other duties as are usually performed by the Chair.
- 6.8. The Vice-Chair shall act and perform the duties of the Chair in his absence in the conduct of his office.
- 6.9. The term of office for the Vice-Chair is one year.
- 6.10. In the absence of the Chair at any meeting, the Vice-Chair shall preside over the meeting for that meeting only.
- 6.11. During the absence or inability of the Chair and Vice-Chair, a Director appointed by the Board for that purpose shall exercise the duties and powers of the Chair.
- 6.12. The Manager shall act as the administrative head of the Commission and without limiting the foregoing, the Manager shall:
 - (a) ensure that the policies and programs of the Commission are implemented;
 - (b) advise and inform the Board on the operations and affairs of the Commission;
 - (c) maintain custody of the seal of the Commission and when required on any instrument requiring the seal of the Commission, affix the same together with one of the Chair or the Vice-Chair;
 - (d) perform the duties and exercise the powers assigned to the Manager in this Bylaw;
 - (e) perform the duties and exercise the powers required of the Manager in the Act or any other applicable legislation;
 - (f) cause the funds of the Commission to be received and disbursed in accordance with the directions of the Board, subject to this Bylaw;
 - (g) cause to be kept detailed accounts of all income and expenditures including proper vouchers for all disbursements of the Commission;

- (h) cause to be rendered to the Board at Regular Meetings or whenever required by the Board an account of all transactions of the Commission and the financial position of the Commission;
- (i) cause all facts and minutes of all proceedings to be kept on all meetings of the Commission;
- (j) cause all notices to be given to Members and to Directors required by this Bylaw;
- (k) cause to be kept all books, papers, records, correspondence, contracts, and other documents belonging to the Commission and shall cause the same to be delivered up when required by the *Act* or when authorized by the Board to such person as may be named by the Board; and
- (l) shall carry out any lawful direction of the Board from time to time.

6.13. The Board may select as Manager:

- (a) an individual that is an employee of the Commission;
- (b) an individual or firm engaged on a contractual basis; or
- (c) one of the Members of the Commission

on such terms and conditions as may be acceptable to the Board.

6.14. In addition to the duties set forth herein, the Officers shall have such duties as the Board may from time to time determine.

6.15. Any one of the Chair or Vice-Chair, together with the Manager are authorized to execute and deliver any cheques, promissory notes, bills of exchange and other instruments, whether negotiable or not, on behalf of the Commission.

6.16. The Board may, from time to time, appoint an acting manager who shall be authorized, in the absence the Manager, to perform such duties of the Manager as the Board may prescribe.

6.17. Members shall have the right to inspect and may obtain extracts or copies of all books and records of the Commission.

7. VOLUME OF WATER SUPPLIED

7.1. Each member of the Commission shall be entitled to the following minimum annual allocations:

Town of Blackfalds	1,903,000 m3
City of Lacombe (b.1.1, 09/13/2021)	4,862,000 m3
Town of Ponoka	2,097,000 m3
Lacombe County	400,000 m3
Ponoka County	<u>400,000 m3</u>
Total	9,662,000 m3

and the Commission shall undertake to provide capacity within the system to supply the volume of water annually requested by each member up to the allocation identified. The Commission may at its discretion, provide to Members volumes of water exceeding these allocations.

- 7.2. Members shall provide the Commission in the fall of each year, a request for water for the next ensuing year, based on a reasonable estimate of the volume of water expected to be required to meet the needs of the Member's customers in that next year, together with a forecast of volumes anticipated to be required by the member for the second through fifth ensuing years.
- 7.3. Where the capacity of the system is insufficient to deliver the water requested by the Members, the Members shall be allocated the available capacity proportionately based on the previous year's volumes, until such time as the Commission is able to fully supply the volume required.

8. FINANCE (b.1.1, 09/13/2021)

- 8.1. The financial year of the Commission shall be the calendar year.
- 8.2. The estimated annual revenue requirements of the System shall be determined on a Cost of Service basis utilizing the principles set out in the American Water Works Association (AWWA) manuals of practice dealing with water rates and charges, as revised and updated from time to time, and in accordance with the findings and directives of the Alberta Utilities Commission, such approach also being commonly referred to as the "utility rate model" and shall include full recovery of the annual costs of the Commission for those cost components set out in clause 8.4.
- 8.3. The Commission may establish and maintain restricted surpluses for operating and capital purposes, also referred to as operating and capital reserves respectively, in accordance with the policies, procedures and directions of the Board from time to time.

8.4. Without limiting the requirements for the Operating and Capital Budgets pursuant to the Act, the Board in the fall of each year shall prepare a Financial Plan for the forthcoming three (3) financial years and Operating and Capital Budgets for the next financial year which will set out the:

- (a) expected consumption requirements of the Members;
- (b) estimated cash expenditures for the:
 - (i) operations of the Board and Manager;
 - (ii) operations of the System;
 - (iii) purchase of water;
 - (iv) repayment of debt obligations;
- (b1) estimated non-cash expense for the net amortization of tangible capital assets of the System;
- (b2) estimated return on the utility rate base of the System;
- (b3) estimated additional annual contributions required over and above revenue generated from cost of service rate to provide necessary funds for the demonstrated long term capital renewal of the System (capital surcharge);
- (c) estimated revenue requirements to meet the expenditures, non-cash expense and return on the utility rate base of the Commission and the rates and fees to be charged to Members and customers of the Commission;
- (d) second- and third-year projections of operating expenditures and expenses, revenue requirements and rate trends;
- (e) capital projects planned and expected to be completed in the forthcoming financial year and the second and third financial years of the Financial Plan;
- (f) estimated capital costs and sources of funding for each year of the Financial Plan;
- (g) rates of remuneration and expenses to be provided to the Directors.

8.5. Subject The Commission shall set out in the annual Operating Budget, the rates proposed to be charged by the Commission for providing Water Services to the Members. The rate to Members shall be a common rate, calculated by dividing the revenue required to be raised from rates by the total volume of water requested by the Members under Clause 7.2.

The rate set may not exceed the rate that would be calculated on a Cost of Service basis.

The water rate to be charged shall be approved by bylaw.

- 8.6. Notwithstanding Clause 8.5, where the rate in a prior year was higher than the rate that would have been calculated on a Cost of Service basis, the Commission may, in the interests of rate and revenue stability, set rates in the forthcoming years which serve to transition to a Cost of Service rate.
- 8.7. Each Director shall be entitled to vote on the Financial Plan and Operating and Capital Budgets.
- 8.8. Upon receipt of authorization from the Board to distribute the proposed Budget and Financial Plan, the Manager shall distribute to each Member a complete copy of the proposed Budgets and Financial Plan for the relevant financial year.
- 8.9. Any Member may submit comments and questions to the Board in writing in relation to the Budgets and the Financial Plan within thirty (30) days immediately following the date of distribution of the Budgets and the Financial Plan.
- 8.10. After the thirtieth (30th) day immediately following the date of distribution of the Budget and the Financial Plan, the Directors shall finalize and approve the Budgets and the Financial Plan for the relevant financial year.
- 8.11. Subject to the Act, the Manager may, during any financial year, present to the Members amendments to the Operating or Capital Budgets or the Financial Plan for the then current financial year. Any amendments to the Budgets or Financial Plan shall be made in accordance with the procedure for approval set forth in clauses paragraphs 8.8, 8.9 and 8.10 herein.
- 8.12. For those Members purchasing water from the Commission, the Members shall pay to the Commission the product of the actual volume of water purchased by the Member in a year times the rate set out in clause 8.5. Notwithstanding the actual volume of water purchased, the Member shall be responsible for a minimum payment to the Commission of 90% of the volume requested by the Member under clause 7.2 times the rate set out in clause 8.5.
- 8.13. For those Members not purchasing water from the Commission, the Member shall be responsible for a minimum annual payment to the Commission equal to the sum of the following:

- (a) 1/3rd of the annual cost attributed to the Board of Directors where

"x" is the number of members of the Commission, and

- (b) "y" times the cost components set out in sub-clauses 8.4 (b)(i)(ii)(vi) for the system where "y" is the ratio of the members volume allocation to the total volume allocation set out in Clause 7.1.

(b.1.1, 09/13/2021)

9. CUSTOMERS AND RESTRICTIONS IN USE OF WATER

- 9.1. The Commission shall not sell Water Services to a Member and a Member shall not resell Water Services to any customer for the purpose of the supply of Water Services to a confined feeding operation or for injection into any geological subsurface structure or formation.
- 9.2. The Commission may terminate the supply of water services to any Member for failure to pay for water services received from the Commission.

10. ADDITION OF NEW MEMBERS (b.1.1, 09/13/2021)

- 10.1. The Board may agree to the addition of a municipal authority or an Indian Reserve as a Member of the Commission if sufficient capacity for the supply of water can be made available or if the long term interests of the existing Members are not adversely affected.

- 10.2. A New Member shall be required to pay:

- (a) A one-time membership fee of \$25,000 as a contribution toward the costs and efforts incurred by the Members in establishing the Commission and bringing the System to operation; and
- (b) An amount equal to $(X + Y)$ times Z where:
 - (i) X is the total of the payments of principal and interest made by the Members from the inception of the System to the date of entry of the New Member,
 - (ii) Y is the total restricted surplus for capital purposes at the date of entry of the New Member, and
 - (iii) Z is the ratio of forecasted volume of water required by the new member based on the projected population times the typical rates of water consumption per capita for five years from the date of entry of the New Member, to the total forecasted volume of water required of the New and Existing

members for five years from the date of entry of the New Member.

- 10.3. A New Member may be required to contribute to the Commission all or a portion of the cost incurred by the Commission in extending or enhancing the System that is required to provide water services to a New Member.
- 10.4. Any contribution received by the Commission under Clause 10.2 shall become part of the Commission's restricted surplus for capital purposes.

(b.1.1, 09/13/2021)

11. WITHDRAWAL OF A MEMBER FROM THE COMMISSION (b.1.1, 09/13/2021)

- 11.1. A Member may withdraw from the Commission upon two years written notice.
- 11.2. The withdrawing Member may sell the equity contributed by the Member during the Member's term of membership of the Commission to any other Member of the Commission for such compensation and on such terms as the parties may agree subject to the approval of the Board. However, the Commission or any Member shall not be obligated to:
 - (a) purchase the withdrawing Member's proportionate share of the system, or
 - (b) compensate the Member for any respective share of surpluses accumulated by the Commission.

The Commission shall not utilize the capacity of the system related to the withdrawing Member's equity or utilize the withdrawing Member's water volume allocation without fair compensation.

- 11.3. The withdrawing Member shall remain responsible for any respective proportion of net current financial obligations of the Commission for which the Member is responsible and shall pay to the Commission such share and any accrued interest.
- 11.4. The withdrawing Member shall remain responsible for any respective proportion of long term debt that has been incurred by the Commission in the construction of the System and for any future long term debt that will be required to complete the System as planned at the date of notice of withdrawal and shall either:
 - (a) pay the outstanding principle and any accrued interest of current long term debt and the respective share of future long term debt to the Commission, or

- (b) agree to continue to pay the respective share of the annual payments for the current and future debt such share being determined using the allocated volumes in Clause 7.1.

(b.1.1, 09/13/2021)

12. DISPOSAL OF ASSETS (b.1.1, 09/13/2021)

- 12.1. The Board may dispose of any land, buildings, equipment, or other tangible assets of the Commission that are not required presently or in the future to supply water services of the Commission or the disposal of which would not otherwise have any significant adverse effect on the services provided by the Commission.
- 12.2. Any asset proposed for sale with a value exceeding \$25,000 shall be offered for public tender, public proposal, or some other public process. Unless there are exceptional circumstances as determined by the Board, the most favorable tender, proposal, or offer shall be chosen.
- 12.3. Notice of the intent to dispose of any asset or group of assets exceeding \$75,000 shall be given to Members no less than 30 days prior to disposition.
- 12.4. Proceeds from the sale of any asset shall be directed firstly to the repayment of any grant from the Government of Alberta where the applicable grant agreement requires such repayment, with remaining funds becoming part of the Commission's restricted surplus for capital purposes.

(b.1.1, 09/13/2021)

13. DISESTABLISHMENT OF THE COMMISSION (b.1.1, 09/13/2021)

- 13.1. The Board may disestablish the Commission upon approval of a three quarters majority of the Directors of the Board.
- 13.2. Written notice of an intent by the Board to consider disestablishment of the Commission shall be provided to each Director and each Member not less than ninety (90) days in advance of the meeting at which the resolution is to be considered.
- 13.3. In the event that the Board approves the disestablishment of the Commission, the Board must, at the time of approval, specify further particulars of the procedure for the disestablishment including:

- (a) a timeline for disestablishment of the Commission, and;

(b) the distribution of the assets and liabilities upon disestablishment of the Commission, which shall include:

(i) a process for the collection and disposition of any property and assets owned by the Commission,

(ii) identification of any contingent liabilities and arrangements to address such liabilities,

(iii) the discharge, assignment, or transfer of the Commission's obligations, and provide for any residual or remaining assets of the Commission to be distributed to the Members in accordance with each Member's proportionate historical payments for services provided by the Commission.

13.4. The Commission shall, as of the date of the Board's decision to approve disestablishment of the Commission, cease to provide services or begin the process of ceasing to provide services except to the extent that the Commission is legally required to do so or as required for the beneficial winding-up of the business or affairs of the Commission.

(b.1.1, 09/13/2021)

14. SEVERANCE (b.1.1, 09/13/2021)

14.1. Should any article, section or part of this Bylaw be found to be improperly enacted or ultra vires, for any reason, then such article, section or part shall be regarded as being severable from the Bylaw and the Bylaw remaining after such severance shall be effective and enforceable.

15. AMENDMENTS (b.1.1, 09/13/2021)

15.1. An amendment to this Bylaw may be passed by the Board upon a three quarters majority of the Directors of the Board.

15.2. Written notice of a proposed amendment to the Bylaw shall be provided to each Director and each Member not less than thirty (30) days in advance of the meeting at which the amendment is to be considered.

(b.1.1, 09/13/2021)

Read a first time this 24th day of June, 2004

Read a second time this 24th day of June, 2004

Read a third time this 24th day of June, 2004

CHAIR

MANAGER

APPROVED by the Honourable Minister of Minister Affairs as to section 602.07(1)(a) of the *Municipal Government Act* only this 2nd day of November, 2004.

Original Signed
The Honorable Minister of Municipal Affairs

NORTH RED DEER RIVER WATER SERVICES COMMISSION

BYLAW 101 – GOVERNANCE BYLAW

BEING A BYLAW OF THE NORTH RED DEER RIVER WATER SERVICES COMMISSION IN THE PROVINCE OF ALBERTA FOR THE PROVISION OF A GOVERNANCE FRAMEWORK

- A.** Pursuant to the *Act*, the North Red Deer River Water Services Commission is required to pass bylaws respecting, among other things:
1. the administration of the Commission;
 2. the process for changing the Directors of the Board and the Chair of the Commission, and for setting the terms of office of the Board and the Chair;
 3. the process for adding or removing Members of the Commission;
 4. the disposal of assets by the Commission; and
 5. the process for the disestablishment of the Commission, including the treatment of assets and liabilities on disestablishment.
- B.** The North Red Deer River Water Services Commission is establishing this Bylaw to set out a clear, transparent, and accountable governance framework for the Commission.

The Board of the North Red Deer River Water Services Commission enacts as follows:

1. SHORT TITLE

- 1.1. This Bylaw shall be cited as the "Governance Bylaw".

2. DEFINITIONS

In this Bylaw,

- 2.1. **"Act"** means Municipal Government Act, RSA 2000, c M-26, as amended from time to time, and any successor or replacement legislation.
- 2.2. **"Board" or "Board of Directors"** means the governing board of the Commission.
- 2.3. **"Chair"** means the chair of the Board.
- 2.4. **"Commission"** means the North Red Deer Water Services Commission.
- 2.5. **"Chief Administrative Officer" or "CAO"** means the senior administrative officer appointed by the Board to carry out the powers, duties and functions of the position of the CAO.
- 2.6. **"Council"** means the council or governing body of a Member.
- 2.7. **"Director"** means a member of the Board appointed by a Member.
- 2.8. **"Meeting"** means a meeting of the Board, including the annual organization meeting.
- 2.9. **"Member"** means a municipal authority, First Nation, or other entity, that is a member of the Commission.

- 2.10. **"Person"** means an individual, sole proprietorship, corporation partnership, joint venture, co-operative, society, or other entity.
- 2.11. **"Quorum of the Board" or "Quorum"** means a majority of all Directors of the Board.
- 2.12. **"Super Majority"** means the affirmative vote of no fewer than three-quarters (3/4) of all Directors then in office, excluding any Director who is disqualified from voting on the matter under this Bylaw. If three-quarters (3/4) does not result in a whole number, the required number of votes shall be rounded up to the next whole number.
- 2.13. **"System"** means all water works, infrastructure, assets and lands that are owned, leased, licensed, controlled, or operated by or on behalf of the Commission for the purpose of providing Water Services.
- 2.14. **"Vice-Chair"** means the vice-chair of the Board.
- 2.15. **"Water Services"** means the services provided by the Commission for the delivery of potable water to a Member.

3. OBJECTS

- 3.1. The objects of the Commission are:
 - a. to provide wholesale water services to its Members; and
 - b. to provide Water Services on such terms and conditions as the Commission may determine.

4. BOARD OF DIRECTORS

- 4.1. **Composition:** Each Member shall appoint (1) Director by resolution of its Council.
- 4.2. **Alternate Director:** Each Member may appoint one (1) alternative Director, who may act in the absence of a Director.
- 4.3. **Eligibility:** Each Director must be an elected official of the appointing Member.
- 4.4. **Removal:** A Director may be removed from the Board for cause with a Super Majority vote, excluding the affected Director. Cause Includes:
 - a. unethical or criminal conduct;
 - b. breach of fiduciary duty;
 - c. conduct that is materially detrimental to the reputation, integrity or effective operation of the Commission; or
 - d. the Director has missed three (3) consecutive Meetings without receiving authorization from the Board for such absence.
- 4.5. **Manner of Appointment or Replacement:** A Member shall appoint or replace a Director by providing written notice to the Commission, signed by an authorized elected official or officer of the Member. Subject to section 4.3, the appointment or replacement takes effect at 12:01 a.m. on the first business day following receipt of such notice by the Commission, unless a later effective date is specified in the notice.

- 4.6. **Director Orientation:** The Board shall ensure that newly appointed Directors receive an orientation regarding the governance framework, fiduciary duties, and the operations of the Commission.

5. DUTIES OF THE BOARD

- 5.1. **Fiduciary Duty:** Every Director shall act honestly, in good faith, and in the best interest of the Commission and shall exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.
- 5.2. **Independence:** Directors shall not act as delegates or mandated representatives of their appointing Members and shall not be bound by directions from any council or governing body when acting as Directors.
- 5.3. **Conflict of Interest:** Directors shall be subject to and comply with the pecuniary interest and conflict of interest provisions of the *Act* as applied to councillors, and the appointing Member shall be treated as the Director's employer for the purpose of applying those provisions, to the extent possible.

6. POWERS AND RESPONSIBILITIES

- 6.1. **Governance Role:** The Board is responsible for the governance, administration, and strategic oversight of the Commission, which shall include, but not be limited to:
- a. approving strategic plans;
 - b. approving budgets (operating and capital) and financial plans;
 - c. approving rates, fees, and capital programs;
 - d. appointing, evaluating and, if necessary, removing the CAO;
 - e. establishing policy(s) for employing, disciplining, or terminating employees and fixing the conditions of remuneration, employee benefits, hours of work, and any other relevant matter respecting employees, as it deems fit;
 - f. establishing policy(s) for entering contracts with any Person respecting the provision of any service or commodity necessary for the efficient operation of the Commission;
 - g. risk management and compliance; and
 - h. accountability to all Members.
- 6.2. **Super-Majority Matters:** The following matters require a Super Majority:
- a. incurring long-term debt or making a borrowing that will cause the Commission to exceed its debt limit;
 - b. admission, removal, or withdrawal of Members;
 - c. disposal of assets material to the Commission's operation;
 - d. amendments to this Bylaw; and
 - e. disestablishment of the Commission.

- 6.3. **Board Committees:** The Board may establish standing or ad hoc committees and may prescribe their mandates, composition, and reporting requirements by resolution. Any committee established by the Board acts in an advisory capacity unless otherwise expressly authorized by the Board.
- 6.4. **Officers:** The Board may appoint officers to assist with the governance and operation of the Commission.
- 6.5. **Delegation:** The Board may, at its sole unfettered discretion, delegate any of its powers, duties or responsibilities under this or any other bylaw or enactment to a Board committee or the CAO unless the Act or a Bylaw provides otherwise.

7. OFFICERS OF THE BOARD

- 7.1. **Election:** The Board of Directors shall annually elect, from among the Directors, the Chair and Vice-Chair, at the annual organizational meeting.
- 7.2. **Role of Chair:** The Chair shall preside at Meetings and represent the Commission externally. In the absence or incapacity of the Chair, the Vice-Chair shall assume and perform all duties and powers of the Chair.
- 7.3. **Voting:** Each Director has one (1) vote. In the event of a tie, the motion is defeated.
- 7.4. **Terms:** The term of office of the Chair and Vice-Chair shall be one (1) year, expiring at the following annual organizational meeting. There shall be no term limits.
- 7.5. **Removal:** During their term of office, a Chair or Vice-Chair may be removed from office by a vote of the Board of Directors, excluding the affected Director.

8. MEETINGS AND PROCEDURE

- 8.1. **Meetings:** The Board shall meet at least two (2) times in each calendar year on dates determined by the Board, and at such other times as the Chair directs or a majority of the Members request.
- 8.2. **Notice to Directors:** Notice of all Meetings shall be provided to each Director and to each Member's most senior administrative officer, or to such other Person as a Member may designate, not less than forty-eight (48) hours before the time fixed for the holding of such Meeting.
- 8.3. **Public Notice:** The Public is deemed to have received sufficient notice of a Meeting if the notice is posted on the Commission's or any Member's website or through any other means which is likely to bring the Meeting to the attention of the public.
- 8.4. **Electronic Means:** Meetings may be conducted via electronic means that allow all participants to communicate effectively with each other without being physically present. Any person participating by electronic means is deemed to be present at the Meeting. "Electronic means" includes video conferencing, teleconferencing, internet-based platforms, or any other technology that permits simultaneous or asynchronous communication or exchange of information between participants. The identity of Directors attending the Meeting shall be confirmed by visual or oral means, in a manner satisfactory to the Chair.
- 8.5. **Quorum:** A Quorum of the Board shall be present at all Meetings.

- 8.6. **Special Meetings:** Notwithstanding Section 8.2, a special Meeting of the Board may be held on shorter notice if notice of the Meeting is sent to at least one Director appointed by each Member and a majority of all Directors waive the notice requirement. The Chair:
- a. may call a special meeting; and
 - b. shall call a special meeting upon receipt of written request by at least three (3) Directors.

9. ANNUAL AND ORGANIZATION MEETING

- 9.1. **Coordination of Meetings:** The annual and organizational meeting of the Board may be held in conjunction with, preceding, or following another Meeting of the Board.
- 9.2. **Timing of Annual Meeting:** The annual Meeting of the Board must be held no later than April 30th of each year.
- 9.3. **Annual Meeting Business:** The following matters shall be addressed at the annual and organizational meeting of the Board:
- a. the Chair shall report on the activities of the Commission during the preceding year;
 - b. the CAO shall present the financial statements of the Commission; and
 - c. the auditor shall report on the results of the audit of the Commission's financial statements, records and affairs.

10. BOARD MEETING PROCEDURES

- 10.1. **Agenda:** The CAO, in consultation with the Chair, shall establish the agenda for any Meeting of the Board. A Director may place an item on the agenda by submitting a written request to the CAO at least twenty-four (24) hours before the Meeting. The Board may add or delete items from the agenda.
- 10.2. **Order of Business:** The order of business at any Meeting may include the following, as applicable:
- a. call to order;
 - b. adoption of agenda;
 - c. adoption of minutes;
 - d. delegations/presentations;
 - e. business arising out of minutes;
 - f. correspondence;
 - g. reports;
 - h. new business;
 - i. closed session;
 - j. establishment of the next Meeting date; and
 - k. adjournment.

- 10.3. **Call to Order:** If a Quorum is present within fifteen (15) minutes of the scheduled start time of a Meeting, the Chair shall call the Meeting to order, or in the absence of the Chair, the Vice-Chair shall do so. If neither the Chair nor the Vice-Chair is present within fifteen (15) minutes after the scheduled start time and a Quorum of the Board is present, the CAO shall call the Meeting to order. The Directors present shall appoint one of their number to act as Chair for that Meeting, who shall preside until the arrival of the Chair or Vice-Chair or until the Meeting is adjourned.
- 10.4. **Conduct of Meetings:** Meetings shall be conducted in accordance with this Bylaw and, where not inconsistent, Robert's Rules of Order.
- 10.5. **Minutes:** The Board of Directors shall record and preserve minutes for its Meetings.
- 10.6. **Motions:** Motions of the Board do not require a seconder. The Chair shall proclaim whether a motion has carried, carried unanimously, or been defeated.

11. ADMINISTRATION AND MANAGEMENT

- 11.1. **Chief Administrative Officer:** The position of CAO is hereby established as the senior administrative officer of the Commission.
- 11.2. **Appointment:** The Board shall, by resolution, appoint an individual to the position of CAO and shall, by written agreement establish the terms and conditions of the CAO's appointment, including duties, performance expectations, and restrictions, if any.
- 11.3. **Role and Accountability of CAO:** The CAO is responsible for the overall management and administration of the Commission's affairs and operations and serves as the principal advisor to the Board. The CAO is solely accountable to, and reports directly to, the Board.
- 11.4. **Authority and Delegation:** Subject to this Bylaw and the terms of the written appointment agreement, the CAO may exercise all powers and perform all duties necessary for the effective administration of the Commission. The CAO may delegate any duty or responsibility, except those expressly prohibited in the written agreement appointing the CAO.
- 11.5. **Operational, Oversight and Advisory Functions:** Without Limiting the generality of the foregoing, the CAO shall:
 - a. oversee and coordinate the review of operational, technical, and administrative matters within the Commission's mandate, including applications, agreements and requests affecting the Commission's infrastructure and services;
 - b. obtain, review and verify information from Commission employees, contractors, consultants, Members, and other government and regulatory authorities as necessary to fulfill the Commission's mandate; and
 - c. provide reports, analysis, and recommendations to the Board to support informed decision-making in accordance with this Bylaw and any Board policies.

12. GENERAL ADMINISTRATION

- 12.1. **Signing Authority:** The Chair or Vice-Chair, together with the CAO are authorized to execute any cheques, promissory notes, bills of exchange, contracts, agreements, and other instruments on behalf of the Commission.

- 12.2. **Reimbursement:** Directors may receive for attending any Board meeting or for carrying out any of the Director's responsibilities, meeting fees and expenses including travel expenses as permitted by the rates and fees set out in the Commission's policies.

13. AUDITOR

- 13.1. **Appointment of Auditor:** The Board shall appoint an auditor of the Commission who shall report to the Board on the annual financial statements of the Commission and on its financial procedures and activities.
- 13.2. **Appointment at Annual Meeting:** The Board shall appoint the auditor at the Annual Meeting of the Board for the ensuing year. The appointment shall automatically renew each year unless the Board revokes the appointment and appoints another auditor.

14. FINANCIAL GOVERNANCE

- 14.1. **Financial Year:** The financial year of the Commission is the calendar year.
- 14.2. **Financial Planning and Budgets:** The Board shall adopt, prior to the end of each financial year, a rolling financial plan for the forthcoming three (3) financial years, together with a ten (10) year capital forecast, setting out, at a minimum, the following:
- a. assumptions respecting anticipated demand for services by Members for the next financial year and the subsequent two (2) financial years;
 - b. estimated operating expenses of the Commission for each year of the next three years, including those related to the operation, administration and management of the System;
 - c. estimated revenue requirements to meet the capital and operating expenses of the Commission, including proposed rates, fees and charges to be levied;
 - d. capital projects planned and anticipated to be completed during the next five (5) financial years, including timing, estimated costs, funding sources, and financial impacts; and
 - e. governance-related financial obligations of the Commission, including Director remuneration and expenses, as determined by the Board.
- 14.3. **Preparation and Review Process:** The Board shall consider and adopt the financial plan and budgets in accordance with the following process:
- a. The CAO shall prepare and submit to the Board a draft of the proposed financial plan and budgets, including the capital forecast.
 - b. The Board may make any amendments to the draft financial plan and budgets and shall distribute the drafts or, where amended, the amended drafts to the Members for review and written comment prior to adoption.
- 14.4. **Member Input:** Any Member may submit written comments or questions to the Board in relation to the proposed financial plan and budgets within a reasonable timeframe established by the Board. For greater certainty, the right to comment under this section does not confer any right of approval or governance on the Member.
- 14.5. **Interim Budget Authority:** If the operating and capital budgets for the forthcoming financial year are not approved before the end of the calendar year, the Board shall

approve an interim operating budget, based on the previous financial year's budget, rates, fees and charges, prior to December 31 of that year. Such interim approval shall apply only to operating expenses and shall not authorize new capital expenditures or commitments.

- 14.6. **Amendments:** The Board may consider and approve amendments to the financial plan and budgets during any financial year. Any such amendments shall be approved at a regular or special Meeting of the Board.
- 14.7. **Statutory Reporting:** The Commission must submit its financial information return and audited financial statements to the Minister of Municipal Affairs and each Member by May 1st of the year following the year for which the return and statements have been prepared, or by such other date and in such form as may be required under the Act or permitted by the Minister of Municipal Affairs.

15. ADMISSION AS A MEMBER

- 15.1. **Admission:** A municipal authority, First Nation, or other entity may apply to be added as a Member and Board may accept the application to be added as a Member by a resolution passed by a Super Majority of the Board, provided that the Board is satisfied that sufficient system capacity exists or can be made available to serve the applicant without negatively impacting the Water Services provided to existing Members and Customers; that the applicant agrees to such financial, operational, and contractual terms as the Board reasonably determines for admission as a Member; and that the proposed new Water Service is evaluated in accordance with the considerations for an application of new Water Services in accordance with the Terms of Service Bylaw.
- 15.2. **Temporary Conditions of Admission:** A resolution admitting a Member under section 15.1 may impose conditions limiting the application of the Governance Bylaw to that Member for an interim period as the Board considers appropriate in the circumstances. Such conditions may:
 - a. notwithstanding Article 4, restrict the Member's ability to appoint Directors;
 - b. notwithstanding Article 16, provide additional grounds or procedure for removal of the Member from the Commission;
 - c. notwithstanding Article 8, limit the Member's ability to participate in, receive notice of, or requisition meetings; and
 - d. impose any other restrictions the Board considers appropriate for the orderly admission of the Member.
- 15.3. **Membership Contribution:** As a condition of admission, a new Member shall be required to make a financial contribution to the Commission in an amount and form determined by the Board, which may include one or more of the following components, as applicable:
 - a. a one-time membership fee;
 - b. the reasonable capital costs incurred or to be incurred by the Commission to connect the new Member to the System;
 - c. a contribution to the capital costs of the existing System, calculated on a fair and equitable basis, having regard to factors that may include system capacity, projected water demand, historical capital investment, remaining useful life of

assets, and principles of cost-of-service or utility rate-setting, generally accepted in the water utility industry;

- d. compensation reflecting the reasonable costs, risks, and efforts incurred by the Members establishing the Commission and in planning, developing, financing, and placing the System into operation; and
- e. such security or other financial assurances as the Board considers appropriate.

- 15.4. **Use of Contribution:** Any contribution received shall be allocated to one or more reserve funds or applied in such manner as the Board directs, consistent with the long-term financial sustainability of the Commission.

16. MEMBER WITHDRAWAL AND REMOVAL

- 16.1. **Voluntary Withdrawal:** A Member may withdraw from the Commission by providing a written notice of withdrawal to the Commission in accordance with this Section. A notice of withdrawal must be delivered to the Commission and must be accompanied by a copy of a certified council resolution authorizing the withdrawal and specifying the effective date of the withdrawal, which must fall not less than two (2) years after the date on which the notice is received by the Commission. Notwithstanding the effective date specified in the notice, the withdrawal is not effective until the Member satisfying all obligations under this Bylaw and any agreements with the Commission incurred prior to the effective date of withdrawal.
- 16.2. **Continuing Obligations:** A withdrawing Member remains liable, until the effective date of withdrawal, for its proportionate share of:
- a. all operating costs, debt service, and contractual commitments of the Commission; and
 - b. any capital costs, guarantees or other financial obligations approved by the Board prior to the notice of withdrawal.
- 16.3. **Exit Financial Settlement:** After receipt of a notice of withdrawal, the Board shall determine the withdrawing Member's final financial settlement, which may include:
- a. outstanding operating or capital contributions;
 - b. the Member's proportionate share of any unfunded liabilities and committed capital projects; and
 - c. such other amounts as are reasonably required to ensure that their withdrawal does not result in financial detriment to the Commission or the remaining Members.
- 16.4. **Determination Costs:** The withdrawing Member shall be responsible for all reasonable costs incurred by the Commission in determining the exit financial settlement, including the costs of accounting, financial, engineering, legal, or other advisors. Unless the Commission requires the withdrawing Member to pay such costs in advance, the costs shall form part of the exit financial settlement.
- 16.5. **Payment of Settlement:** The withdrawing Member shall pay the exit financial settlement upon the effective date of withdrawal or as agreed upon with the Board.
- 16.6. **No Entitlement to Assets or Capacity:** Except as expressly approved by the Board, a withdrawing Member is not entitled to any repayment, compensation or interest in

Commission infrastructure, assets, reserves or system capacity by reason of its withdrawal.

- 16.7. **Settlement Proceeds:** Any proceeds received by the Commission under Section 16.5 shall be set aside in a reserve account as directed by the Board.
- 16.8. **Removal for Cause:** The Board may remove a Member from the Commission by resolution passed by a Super Majority, excluding the Directors appointed by the affected Member, if the Board determines that the Member has:
- a. materially breached this Bylaw or an agreement with the Commission and failed to remedy the breach within a reasonable time after receiving written notice;
 - b. persistently failed to meet its financial obligations to the Commission, other than amounts subject to a bona fide dispute; or
 - c. acted in a manner that is materially detrimental to the viability, governance, or reputation of the Commission.
- 16.9. **Effect of Removal:** A Member removed under this section shall be deemed to have withdrawn from the Commission and remains subject to the financial and other obligations applicable to a withdrawing Member under this Bylaw.
- 16.10. **Board Discretion:** Nothing in this section limits the authority of the Board to negotiate alternative withdrawal or settlement arrangements where the Board determines such arrangements are in the best interests of the Commission.

17. DISPOSAL OF ASSETS

- 17.1. **Board Approval Required:** The Commission will only dispose of material assets if a Super Majority of the Board approves of such disposal, or in the event of the disestablishment of the Commission.

18. DISESTABLISHMENT OF THE COMMISSION

- 18.1. **Authority and Threshold:** The Commission may be disestablished with the approval of the Members, expressed by a Super Majority resolution of the Board and confirmed by resolutions of the councils or governing bodies of each Member.
- 18.2. **Preconditions to Disestablishment:** Before approving disestablishment, the Board shall be satisfied:
- a. all outstanding contractual, financial, and regulatory obligations of the Commission have been identified;
 - b. the implications of disestablishment for Members and regulators have been reasonably assessed;
 - c. a written disestablishment plan has been prepared and approved in accordance with this section.
- 18.3. **Disestablishment Plan:** The disestablishment plan shall address, at a minimum:
- a. the winding up of the Commission's affairs;
 - b. the treatment and disposition of all assets, including infrastructure, licenses, utility rights of way, and easements;

- c. the satisfaction or assumption of all liabilities, including debt, guarantees, employee obligations and contractual commitments;
 - d. compliance with any grant, funding, or regulatory requirements, including repayment or transfer obligations; and
 - e. the proposed allocation of any remaining assets or surplus.
- 18.4. **Liquidation and Distribution of Assets:** After all liabilities and obligations are satisfied, any remaining assets or proceeds shall be distributed among the Members in a manner approved by the Board and set out in the disestablishment plan, which may consider one or more of the following factors:
- a. historical capital contributions;
 - b. water usage or capacity allocation over a defined historical period;
 - c. outstanding financial obligations assumed by a Member as part of the disestablishment plan; and
 - d. Such other considerations as the Board determines appropriate.

19. AMENDMENTS

- 19.1. **Notice of Proposed Amendment:** Written notice of a proposed amendment to this Bylaw shall be provided to each Director and each Member at least thirty (30) days prior to the Meeting at which the amendment is to be considered.
- 19.2. **Consideration and Passage:** This Bylaw and any amendment to this Bylaw may be considered and passed by the Board at a Meeting for which notice has been provided in accordance with section 19.1.
- 19.3. **Approval Threshold:** An amendment to this Bylaw must be approved by a resolution passed by a Super Majority of Directors.

20. GENERAL

- 20.1. **Severability:** If any provision of this Bylaw is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions.
- 20.2. **No Contractual Rights:** This Bylaw is intended to govern the internal governance of the Commission only and does not create or confer any contractual, proprietary, or other legal rights in favour of any person.
- 20.3. **Paramountcy:** In the event of a conflict between this Bylaw and any policy, agreement, or resolution of the Commission, this Bylaw prevails, subject to the *Act*.
- 20.4. **Bylaw Governs:** This Bylaw, including section 20.3, shall apply to all policies, agreements and resolutions which affect the governance framework of the Commission.
- 20.5. **Non-Derogation:** Nothing in this Bylaw shall be interpreted so as to abrogate or derogate from the Treaty and Aboriginal rights of a First Nation recognized and affirmed by s. 35 of the Constitution Act, 1982.

21. REPEAL OF BYLAW

21.1. Upon the coming into force of this Bylaw, Bylaw 1 is repealed.

22. EFFECTIVE DATE

22.1. This Bylaw shall come into effect upon its signing by the Chair and CAO.

INTRODUCED AND GIVEN FIRST READING this ____ day of _____, 2026

READ AND GIVEN SECOND READING this ____ day of _____, 2026

READ AND GIVEN THIRD AND FINAL READING this ____ day of _____, 2026

CHAIR

CAO

NORTH RED DEER RIVER WATER SERVICES COMMISSION

BYLAW 102 – OPERATIONS BYLAW

BEING A BYLAW OF THE NORTH RED DEER RIVER WATER SERVICES COMMISSION IN THE PROVINCE OF ALBERTA FOR THE PROVISION OF ADMINISTRATION AND OPERATIONS.

RECITALS:

- A. Pursuant to the *Act*, the North Red Deer River Water Services Commission is required to pass bylaws respecting the provision of the Commission's services.
- B. The North Red Deer River Water Services Commission is establishing this Bylaw to set out an operational framework to regulate its activities and protect, operate, and administer its infrastructure used to provide water services.

The board of the North Red Deer River Water Services Commission enacts as follows:

1. SHORT TITLE

- 1.1. This Bylaw shall be cited as the "Operations Bylaw".

2. DEFINITIONS

- 2.1. **"Act"** means Municipal Government Act, RSA 2000, c M-26, as amended from time to time, and any successor or replacement legislation.
- 2.2. **"Commission"** means the North Red Deer River Water Services Commission.
- 2.3. **"Engineering Standards"** means the applicable standards, guidelines, specifications, and best practices generally accepted within the water and municipal infrastructure industry, having regard to the nature of the Works and the activity being undertaken.
- 2.4. **"Permit"** means a written authorization issued under this Bylaw.
- 2.5. **"Right-Of-Way"** means those lands owned, leased, rented, used or otherwise designated to the Commission for the construction, operation or maintenance of the Commission's infrastructure.
- 2.6. **"Service Area"** means the geographic area within which the Commission provides Water Services, including the boundaries of its Members and Customers and outside the boundaries of its Members and Customers, with the approval of the authority within whose boundaries the services are to be provided.
- 2.7. **"Works"** means any structure, device, contrivance, conveyance or thing used or to be used by the Commission and includes, without limitation, any pipeline, pump, meter, building, station, control system and other works in any way used in or in relation to the providing of Water Services by the Commission.

Any other capitalized term used in this Bylaw has the meaning assigned to that term in the Governance Bylaw, as amended from time to time.

3. ADMINISTRATION

- 3.1. **Operational Authority:** The CAO is responsible for administering and enforcing this Bylaw.
- 3.2. **Powers:** The CAO may issue Permits, impose conditions, require security, conduct inspections, and issue compliance orders as necessary to carry out this Bylaw.
- 3.3. **Delegation:** The CAO may delegate any power, duty, or function under this Bylaw to an employee, contractor or agent of the Commission, subject to any limitations imposed by the CAO. A delegation under this section does not relieve the CAO of responsibility for exercising the delegated power, duty, or function.

4. PROVISION OF WATER SERVICES

- 4.1. **Service Area:** The Commission may provide Water Services within the Service Area.

5. PERMITS AND APPROVALS

- 5.1. **Permit Requirement:** No Person shall enter, access, cross, excavate, construct, install, repair, maintain, alter, or otherwise conduct any activity on, over, under any Right-of-Way or Works, or interfere with any Right-of-Way or Works, except in accordance with a Permit issued under this Bylaw or pursuant to the right-of-way agreement between the Commission and the registered landowner.
- 5.2. **Applications:** An application for a Permit shall be made in the form required by the CAO and shall include such information, plans, specifications, and supporting documentation as the CAO reasonably requires to assess the proposed activity.
- 5.3. **Permit Conditions:** A Permit may include conditions respecting, without limitation:
 - a. construction, excavation, crossing, access, and restoration methods;
 - b. inspection, supervision, and safety requirements;
 - c. timing, sequencing, and coordination of work;
 - d. compliance with the Engineering Standards;
 - e. security, insurance, and indemnification;
 - f. temporary workspace, access construction or improvements within the Right-of-Way; and
 - g. any other condition reasonably related to the protection of the Works, the activity authorized by the Permit, or the administration of this Bylaw.
- 5.4. **Application Fee:** An application for a Permit may be subject to the payment of an application fee in the amount and manner established by the Commission from time to time.
- 5.5. **Application Lapse:** Where an applicant fails to provide all information, plans, specifications, or documentation reasonably required by the CAO to assess a Permit application within sixty (60) days after the date of application, the application shall be deemed to have lapsed and may be closed without further notice, unless the CAO grants an extension in writing. A lapsed application does not prejudice the submission

of a new application, which shall be subject to the requirements in effect at the time of re-application.

- 5.6. **No Property Rights:** A Permit does not confer any interest in land or create any proprietary or contractual rights beyond its express terms. A Permit does not limit the Commission's right to alter, relocate, or remove the Works, and does not create any right to the continued provision of services.

6. ENGINEERING STANDARDS

- 6.1. **Incorporation by Reference:** The Engineering Standards are incorporated by reference and form part of this Bylaw, as amended from time to time.
- 6.2. **Precedence:** In the event of any conflict or inconsistency between the Engineering Standards and the terms of a Permit, the Engineering Standards shall prevail unless the CAO has expressly authorized a deviation in writing.

7. SECURITY

- 7.1. **Security Requirement:** At any time and from time to time, the CAO may require security, in a form and amount determined by the CAO, to ensure compliance with this Bylaw or any Permit.

8. INSPECTION AND ENFORCEMENT

- 8.1. **Inspections:** The CAO may inspect any lands and works of a Member or Customer used for the purpose of conveying and distributing potable water to verify compliance.
- 8.2. **Compliance Orders:** Where a contravention is identified, the CAO may issue a written order requiring corrective action within a specified time period.
- 8.3. **Suspension or Revocation:** A Permit may be suspended or revoked if non-compliance occurs or if continuation of the activity poses a risk to the Works. Except in an emergency, notice and an opportunity to respond shall be provided.

9. EMERGENCIES

- 9.1. **Emergency Authority:** Where an emergency poses an immediate risk to the Works, the CAO may take any action necessary to protect the Works.
- 9.2. **Cost Recovery:** Where the CAO takes action under section 9.1, the Commission may recover from any Person who caused or contributed the emergency all costs of the Commission, including but not limited to labour, equipment, materials, internal administrative costs and professional fees (including legal fees) and any costs incurred in restoring or protecting the Works or affected lands. Costs recoverable under this section constitute a debt owing to the Commission.
- 9.3. **Emergency Access:** Notwithstanding any other provision of this Bylaw, a utility company may proceed with excavation without first obtaining a Permit where an emergency exists, and immediate action is required to restore or maintain essential public services. The CAO shall be notified as soon as practicable of the emergency and the work undertaken, and a Permit shall be applied for and obtained as soon as reasonably possible thereafter.

10. AMENDMENTS

- 10.1. **Notice of Proposed Amendment:** Written notice of a proposed amendment to this Bylaw shall be provided to each Director and each Member at least thirty (30) days prior to the Meeting at which the amendment is to be considered.
- 10.2. **Consideration and Passage:** This Bylaw and any amendment to this Bylaw may be considered and passed by the Board at a Meeting for which notice has been provided in accordance with section 10.1.
- 10.3. **Approval Threshold:** An amendment to this Bylaw must be approved by a resolution passed by a majority of all Directors.

11. GENERAL

- 11.1. **Severability:** If any provision of this Bylaw is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions.
- 11.2. **Paramountcy:** In the event of a conflict or inconsistency between this Bylaw and any policy, agreement, or resolution of the Commission relating to operational matters, this Bylaw prevails.
- 11.3. **Bylaw Governs:** This Bylaw, including section 11.2, shall apply to all policies, agreements and resolutions of the Commission which affect the Commission's operational framework to regulate its activities and protect, operate, and administer its infrastructure used to provide water services.

12. EFFECTIVE DATE

- 12.1. This Bylaw shall come into effect upon its signing by the Chair and CAO

INTRODUCED AND GIVEN FIRST READING this ____ day of _____, 2026.

READ AND GIVEN SECOND READING this ____ day of _____, 2026.

READ AND GIVEN THIRD AND FINAL READING this ____ day of _____, 2026.

CHAIR

CAO

NORTH RED DEER RIVER WATER SERVICES COMMISSION

BYLAW 103 – TERMS OF SERVICE BYLAW

BEING A BYLAW OF THE NORTH RED DEER RIVER WATER SERVICES COMMISSION IN THE PROVINCE OF ALBERTA FOR THE PROVISION OF TERMS AND SERVICES.

RECITALS:

- A. Pursuant to the *Act*, the North Red Deer River Water Services Commission is required to pass bylaws respecting, among other things:
1. Provision of the Commission's services; and
 2. Fees to be charged by the Commission for services provided to its customers or to any class of its customers.
- B. The North Red Deer River Water Services Commission hereby establishes the terms and conditions under which the Commission provides potable water services through its transmission system.

The Board of the North Red Deer River Water Services Commission enacts as follows:

1. SHORT TITLE

- 1.1. This Bylaw shall be cited as the "Terms of Service Bylaw".

2. DEFINITIONS

In this Bylaw,

- 2.1. **"Act"** means the Municipal Government Act, RSA 2000, c M-26, as amended from time to time, and any successor or replacement legislation.
- 2.2. **"Agreement"** means a written agreement between the Commission and a Member or non-member Person, municipality, regional services commission, utility, or other public or private body, pursuant to which the Commission provides Water Service.
- 2.3. **"Application"** means a written application as provided for by this Bylaw.
- 2.4. **"Commission"** means the North Red Deer River Water Services Commission.
- 2.5. **"Cost of Service"** means the method of calculating water services rates utilizing the principles set out in the American Water Works Association manuals of practice dealing with utility rates and charges, as revised and updated from time to time, and in accordance with the findings and directives of the Alberta Utilities Commission, such approach being commonly referred to as the "utility rate model".
- 2.6. **"Customer"** means a Person that receives Water Services from the Commission, but does not include a Member.
- 2.7. **"Engineering Standards"** means the applicable standards, guidelines, specifications, and best practices generally accepted within the water and municipal infrastructure industry, having regard to the nature of the Works and the activity being undertaken.

- 2.8. **"Meter"** means a device, together with all associated equipment and appurtenances, approved by the Commission and installed in accordance with the Commission's Engineering Standards, that is used to measure and record the volume and, where applicable, the rate of water supplied by the Commission to a Member or Customer.
- 2.9. **"System"** means, collectively, all Works and related infrastructure owned, leased, controlled, operated, or maintained by or on behalf of the Commission for the purposes of supplying, transmitting, storing, treating, measuring, regulating, and delivering Water Services, as such Works are defined in the Operations Bylaw, together with all associated facilities, equipment, appurtenances, control systems, rights-of-way, easements, and improvements forming part of the Commission's water supply system, whether existing now or constructed or acquired in the future.
- 2.10. **"Transfer Point"** means the physical location, as approved by the Commission, at which Water Services are delivered by the Commission and at which custody, control, and responsibility for the water and related infrastructure are transferred from the Commission to a Member or Customer. A Transfer Point may include meters, valves, fittings, control devices, and related appurtenances, and shall be established, modified, or relocated only in accordance with this Bylaw, the Commission's Engineering Standards, and the applicable Agreement.

Any other capitalized term used in this Bylaw has the meaning assigned to that term in the Governance Bylaw or Operations Bylaw, as amended from time to time.

3. BYLAW APPLICATION

- 3.1. This Bylaw applies to all Members, Customers, and to all Agreements, including retroactively to all Agreements in existence at the date this Bylaw comes into force.

4. APPLICATIONS FOR WATER SERVICES

- 4.1. **Written Application Required:** An Application for new Water Services, increased capacity, or modification to a Transfer Point shall be made in writing.
- 4.2. **Application Fee:** The application fee for Water Services shall be paid at the time of application as determined by the Commission.
- 4.3. **Completeness and Review of Application:** Upon receipt of an Application, the CAO shall review it to determine whether it is complete and contains sufficient information to enable the Commission to consider it. The CAO may require the applicant to provide additional information, plans, studies, reports, or materials that the CAO considers necessary for proper evaluation.

An Application shall not be forwarded to the Commission for consideration until it has been deemed complete by the CAO. An Application is deemed complete on the date that the application fee and all required information have been received to the satisfaction of the CAO.

Upon deeming an Application complete, the CAO shall prepare a report and recommendation for the Commission in accordance with this Bylaw.

- 4.4. **Decision by Commission:** The Commission may approve, approve with conditions, or refuse an Application, acting reasonably and having regard to:

- a. the available capacity, condition, integrity, reliability, and long-term performance of the System;
 - b. water availability, including licensed allocations, contractual supply arrangements, and operational constraints;
 - c. the engineering and operational feasibility of providing the requested Water service;
 - d. the financial impacts on the Commission, including capital, operating, maintenance, and lifecycle costs;
 - e. the impacts of the proposed Water Services on the existing Members or Customers, their allocated volumes, levels of service, and demand forecasts;
 - f. the impacts of the proposed Water Services on the region served by the Commission, including on regional water supply, the orderly and efficient provision of water services within the region, and the long-term sustainability of the System; and
 - g. any other factor that, in the opinion of the CAO, acting reasonably, may make it impractical, uneconomical, or contrary to the sustainable operation of the System to provide the requested Water service.
- 4.5. **Approval:** The Commission may approve an Application where the applicant has satisfied the requirements of this Bylaw, any other applicable bylaw of the Commission, and the Commission's Engineering Standards.
- 4.6. **Conditions of Approval:** Where an Application is approved, the Commission may impose such conditions as it considers appropriate, including but not limited to conditions respecting construction, connection, capacity, security, inspection, restoration, timing, cost recovery, and compliance with the Commission's Engineering Standards.
- The CAO is authorized to administer and enforce the conditions imposed by the Commission.
- 4.7. **Refusal and Suspension:** Notwithstanding Sections 4.4 and 4.5, the CAO may refuse to accept, may suspend consideration of, or may revoke an Application or approval where:
- a. the Application contains false, misleading, or materially incomplete information;
 - b. the applicant commences work prior to obtaining all required approvals; or
 - c. the applicant's actions threaten or may threaten damage to the System or water supply.
- 4.8. **Reasons for Decision:** Where the CAO refuses an Application or approves an Application subject to conditions or revokes an approval, the CAO shall provide written reasons for its decision, setting out the principal grounds on which the decision is based. The CAO shall provide the written reasons for the decision to the applicant on behalf of the Commission.

- 4.9. **Reinstatement:** The CAO shall not reinstate a refused, suspended, or revoked Application unless the reasons for the refusal, suspension, or revocation have been remedied to the satisfaction of the CAO.
- 4.10. **Inspections:** The CAO may carry out inspections at any reasonable time to verify compliance with this Bylaw, any approval, the conditions of approval imposed by the Commission, and the Commission's Engineering Standards.
- 4.11. **Non-Payment:** Where payment for an approved Application is made by a non-negotiable instrument or is otherwise not honoured, the CAO may provide written notice to the applicant specifying the amount owing and the reason the payment was not accepted or honoured. The applicant shall have seven (7) calendar days from the date of such notice to cure the default by tendering payment in a form acceptable to the Commission. If the default is not cured within that period, the approval shall be null and void, and the applicant shall be required to submit a new Application in accordance with this Bylaw. A voided approval does not entitle the applicant to a refund of any Application fee paid.
- 4.12. **Other Approvals:** An approval by the Commission does not relieve an applicant or owner from the obligation to obtain any other permit, licence, or approval required under this Bylaw, any other bylaw of the Commission, or any enactment or authority having jurisdiction.
- 4.13. **Security for Performance:** As a condition of approval, continued service, or reconnection, the Commission may require an applicant, Member, or Customer to provide financial security in a form and amount acceptable to the Commission, including a letter of credit, security deposit, or other assurance, to secure payment of rates, fees, costs, or performance of obligations under this Bylaw, an Agreement, or approval.

5. PROVISION OF WATER SERVICES

- 5.1. **Agreement Required:** The Commission shall have no obligation to supply Water Services to any Member or Customer unless and until an Agreement has been duly executed between the Commission and that Member or Customer. The Commission shall supply Water Services only in accordance with the terms and conditions of that Agreement and the Commission's bylaws.
- In the event of any conflict or inconsistency between an Agreement and the Commission's bylaws, the Commission's bylaws shall prevail to the extent of the conflict.
- 5.2. **Transfer Point:** The Commission's responsibility for Water Services ends at the Transfer Point specified in the Agreement. Water service beyond the Transfer Point is the sole responsibility of the Member or Customer.
- 5.3. **Water Quality Beyond Transfer Point:** The Commission makes no representation or warranty regarding water quality, pressure, or suitability for use beyond the Transfer Point. The Member or Customer is solely responsible for water quality, storage, treatment, pressure, and compliance with applicable standards within its own system.
- 5.4. **No Guarantee of Service:** Water Services are provided on a commercially-reasonable efforts basis. The Commission does not guarantee uninterrupted service,

specific pressure, flow, quality or volume. Water quality is dependent on the quality of water supplied to the Commission by the City of Red Deer. The Commission shall not be liable to any Member or Customer for any interruption, reduction, or failure of service, including any variation in water quality attributable to the source supply, except to the extent that such interruption, reduction, or failure results from the Commission's failure to exercise commercially reasonable efforts in the provision of the Water Services.

- 5.5. **No Fire Protection / No Distribution Services:** The Commission provides bulk water supply services for municipal (urban water supply) purposes only and does not provide municipal distribution services or connections. Without limiting the foregoing, the Commission shall not be responsible for providing water for fire protection, which remains the responsibility of each Member or Customer within its own distribution system.

6. WATER VOLUMES AND ALLOCATION

- 6.1. **Obligations to Supply:** Subject to constraints beyond the reasonable control of the Commission, including force majeure and system emergencies (Section 15.1), the limits of applicable water licences, approvals, and contractual arrangements with upstream suppliers, the Commission shall use commercially reasonable efforts to meet the ongoing water supply needs of its Members and Customers. The Commission shall undertake capital planning, arrange appropriate capital financing, and increase the capacity of the System, as reasonably required and permitted, to support the supply of water to Members and Customers.
- 6.2. **Minimum Annual Allocations:** The following Members shall be entitled to the following minimum annual allocations:

Member	Minimum Annual Allocation (measured in m ³)
Town of Blackfalds	1,903,000
City of Lacombe	4,862,000
Town of Ponoka	2,097,000
Lacombe County	400,000
Ponoka County	400,000
Total	9,662,000

The minimum annual allocations for other Members or Customers shall be determined by the Agreement between the Commission and such Member or Customer.

- 6.3. **Condition Precedent to Supply:** Notwithstanding the foregoing, the Commission has no obligation to supply water or provide Water Services to any Member or Customer unless and until the Member or Customer has:
- fully completed its water distribution system to the satisfaction of the Commission; and

- b. obtained and remains in compliance with all applicable licences, permits, approvals, inspections, and certifications required by law or by the Commission.
- 6.4. **Forecasts:** In the fall or fourth quarter of each year, each Member and Customer shall provide to the Commission an estimate of the volume of water that each anticipates needing from the System in the following year, together with forecasts of water volumes for the second and third ensuing years. All forecasts are provided for planning purposes only and do not constitute a guarantee of supply.
- 6.5. **Capacity and Supply Constraints:** Where the capacity of the System or the availability of water is insufficient to meet the requirements of the Members and Customers, the Members and Customers shall co-operate with the Commission in reducing their respective water demands and implement reasonable water conservation measures. If, in the opinion of the Commission, water rationing or other demand management measures are required, the Commission may direct the allocation and use of available capacity, and the Members and Customers agree to co-operate to ensure that equivalent and proportionate conservation measures are applied among all Members and Customers, having regard to their respective service areas and operational requirements. Subject to the foregoing, and unless otherwise determined by the Commission acting reasonably, available capacity shall be allocated proportionately among the Members and Customers based on the previous year's volumes, until such time as the Commission is able to meet the full requirements of the Members and Customers.
- 6.6. **Annual Volume Allocation:** Further to Section 6.4, the annual minimum and maximum volumes (allocations) attributed to each Member or Customer shall be set based on the annual forecasts submitted to the CAO and approved by the Board. Where a Member or Customer fails to provide a forecast within the required timeframe, the CAO may, acting reasonably, estimate that Member's or Customer's annual volumes for the purposes of determining its allocation.
- The Commission shall undertake to provide capacity within the system to supply the volume of water annually requested by each Member or Customer up to the volumes approved by the Board. The Commission may at its discretion, provide to a Member or Customer volumes of water exceeding the maximum daily or annual volumes.
- 6.7. **Peak Flow:** The maximum peak flow to any Member or Customer shall not exceed 360 litres per capita per day (360 l/c/d). For the purposes of determining maximum peak flow, the population of the service area of a Member or Customer shall be established using the most recent federal or municipal census.

7. RATES AND CHARGES

- 7.1. **Cost of Service:** Rates shall be established using a Cost of Service methodology.
- 7.2. **Single Volumetric Rate:** The rate for Water Services supplied by the System to Members or Customers shall be established as a single volumetric rate per cubic metre (/m³) of water supplied. The rate shall be designed to recover the Commission's Net Revenue Requirements, as approved by the Board as part of the Commission's annual financial plan and budget.

The volumetric rate shall be calculated by dividing the approved Net Revenue Requirements by the total estimated volume of water to be supplied by the System during the applicable period, as determined by the Commission. The Board may

adjust rates from time to time to address variances between estimated and actual water volumes or revenues, to ensure ongoing financial sustainability and full cost recovery.

- 7.3. **Net Revenue Requirements:** For the purposes of rate calculation, the Commission's costs (the "Net Revenue Requirements") include, without limitation:
- a. costs related to the governance and administration of the Commission, including the operations of the Board and administrative functions;
 - b. costs related to the operation, maintenance, and repair of the System, including all associated labour, materials, and supplies;
 - c. costs related to the supply of treated water, including all associated labour, materials, and supplies;
 - d. transfers to operating reserves, being restrictions of surplus for operating purposes; and
 - e. costs for capital purposes, including debt servicing, acquisition or replacement of capital assets, and transfers to capital reserves, being restrictions of surplus for capital purposes.
- 7.4. **Financial Plan and Budgets:** The Commission shall set out in the annual financial plan and budget, the fees and rates to be levied on Members and Customers for Water Services provided by the Commission and shall adopt such fees and rates by Bylaw.
- 7.5. **Minimum Fees and Rates:** The aggregate annual service fees and rates for Water Services charged by the Commission to its Members and Customers shall not be less than the estimated aggregate amount required to cover all annual costs, non-cash expenses and other commitments of the Commission, less any grants, transfers from reserves, interests, rents and other revenue.
- 7.6. **Billing:** The Commission shall invoice each Member and Customer, based on metered volumes delivered to the Member's or Customer's Transfer Point multiplied by the applicable volumetric rate, together with any amounts owing to the Commission. The Member or Customer shall pay the invoice within thirty (30) days from the date of the invoice. Overdue amounts shall bear interest at a rate of prime (Royal Bank of Canada) plus two percent per annum, calculated and compounded monthly. Partial payments shall be applied first to interest and then the oldest outstanding principal amount.
- 7.7. **Minimum Annual Volume:** Notwithstanding the actual volume of water supplied and billed under Section 7.6, each Member or Customer shall be responsible for payment of a minimum annual charge equal to ninety percent (90%) of the minimum volume of water requested by that Member or Customer pursuant to Section 6.3, multiplied by the applicable volumetric rate. This minimum annual charge is intended to support cost recovery and system capacity planning and shall apply regardless of actual consumption.
- 7.8. **No Water Requested:** If a Member or Customer does not request water from the Commission during the fiscal year, that Member or Customer shall nevertheless be responsible for a minimum annual payment to the Commission sufficient to cover its proportionate share of the Commission's capital and operating budget calculated by reference to the greater of: (a) the average of the Member's or Customer's annual

water requests during the immediately preceding three (3) fiscal years, and (b) its projected minimum annual demand. The projected annual demand of a Member or Customer is the minimum annual volume most recently approved by the Board for that Member or Customer under Section 6.6. Where neither (a) nor (b) applies, the volume determined by the Board, acting reasonably, having regard to the capacity reserved or to be reserved for that Member or Customer, any forecast provided under Section 6.4, and design capacity of the Transfer Point serving the Member or Customer.

- 7.9. **Additional Contributions:** Notwithstanding Sections 7.2, 7.6, 7.7 and 7.8, the Commission may, through its annual financial plan and budget adopted by Bylaw, require one or more Members or Customers, including low-volume or non-consuming Members or Customers, to make direct cash contributions to the Commission where necessary to ensure recovery of the Commission's Net Revenue Requirements and fair and equitable allocation of costs among Members and Customers.

8. ACCESS AND RIGHTS-OF-WAY

- 8.1. **Access to Roads and Rights-of-Way:** The Commission, Members, and Customers recognize that the Commission requires reasonable and timely access to public road allowances, easements and rights-of-way for the construction, installation, maintenance, repair, and operation of the System or Transfer Point(s). Where access, easements or rights-of-way over, upon, or under land owned or controlled by a Member or Customer is required, the Commission and the Member or Customer shall work collaboratively and in good faith to establish the necessary access, temporary working space, and rights to use and occupy on reasonable terms and without undue delay.
- 8.2. **Right of Access:** The Commission, its officers, employees, contractors, agents, and other representatives, shall have the right to enter a Member's or Customer's land and property at all reasonable times, or at any time during an emergency, for the purpose of inspecting, installing, maintaining, repairing, replacing, testing, monitoring, reading or removing the Commission's System and for any other purpose incidental to the provision of Water Services. A Member or Customer shall not prevent or hinder the Commission's entry to the Member's or Customer's premises for any such purpose. Without limiting the generality of the foregoing, the Commission has the right to enter a Member's or Customer's land and property to:
- a. install, inspect, test, repair or remove the System or any portion;
 - b. perform any necessary maintenance to the System or any portion;
 - c. investigate or respond to a Member or Customer complaint or inquiry; or
 - d. conduct an unannounced inspection where the Commission has reasonable grounds to believe that unlawful use of Water Services or interference with the System has occurred or is occurring.
- 8.3. **Notification of Entry:** The Commission will make reasonable efforts to notify the Member or Customer in advance of entering a Member's or Customer's land or property or to notify any other person who is at the premises and appears to have authority to permit entry, except:
- a. in the case of an emergency or unannounced inspection;

- b. where entry is permitted by order of a court or other authority having jurisdiction;
or
 - c. where otherwise legally empowered to enter.
- 8.4. **No-Access Charge:** The Commission may impose a no-access fee sufficient to cover the Commission's reasonable out-of-pocket and administrative costs (including full-indemnity legal fees), if entry is prevented, delayed, or hindered by the Member or Customer, whether by not providing access at a scheduled time or for any other cause.

9. MEMBER AND CUSTOMER RESPONSIBILITIES

- 9.1. **Proper Use of System:** A Member or Customer shall not use, operate or permit the operation of its water system in any manner that interferes with, disrupts, damages, or adversely affects, or may be reasonably expected to interfere with, disrupt, damage, or adversely affect, the System, the Commission's operations, or any other Member's or Customer's use of the System. Where, in the opinion of the CAO, such interference, disruption, or adverse effect exists or may occur, the Member or Customer shall, upon request of the CAO, promptly take all actions required to correct or mitigate the condition, at the Member's or Customer's sole cost and expense.
- 9.2. **Maintenance of Member or Customer System:** Each Member or Customer shall, at its sole cost and expense, maintain its water distribution system and all infrastructure downstream of the Transfer Point in a safe, sound, and serviceable condition and in compliance with all applicable statutes, regulations, codes, standards, and directives, including without limitation those governing potable water quality, public health, cross-connection control, and pressure management. A Member or Customer shall promptly repair or remediate any condition within its system that poses or may reasonably pose a risk to the Commission's System, the Transfer Point, or the quality or integrity of water delivered by the Commission.
- 9.3. **Cross-Connection Control:** No Member or Customer shall install, permit, maintain, or use any cross connection, device, piping, or condition that may:
 - a. cause or allow drinking water in any part of the System to become contaminated or polluted in any way; or
 - b. adversely affect the System's capacity, pressure, flow rate, or operational capacity.

All backflow prevention devices required by the Commission or under applicable legislation shall be installed, maintained, tested, and certified at the Member's or Customer's expense and in accordance with Commission requirements.
- 9.4. **Authorized Use and Metering:** No Member or Customer shall use, or permit the use of, water obtained from the System:
 - a. except as authorized by the Commission;
 - b. to a confined feeding operation;
 - c. for injection into any geological subsurface structure or formation;
 - d. in a manner that may impede or diminish the delivery of Water Services to other Members or Customers; or

e. unless the water has first passed through a Meter approved by the Commission.

The Member or Customer shall not tamper with, bypass, damage, or interfere with any Meter or related equipment.

9.5. **Access, Structures, and Vegetation Management:** A Member or Customer shall ensure that no temporary or permanent structure, excavation, fill, landscaping, fence, tree, vegetation, or other obstruction located on lands owned or controlled by the Member or Customer interferes with:

- a. The Commission's reasonable access to the System; or
- b. Compliance with applicable statutes, regulations, standards, or codes.

The Commission may require the removal, relocation, or modification of any such obstruction at the Member's or Customer's expense.

9.6. **Compliance with Laws and Commission Requirements:** A Member or Customer shall comply with all applicable statutes, regulations, bylaws, codes, standards, Commission policies, and written directives relating to the use of the System and receipt of Water Services.

9.7. **Duty to Notify:** A Member or Customer shall promptly notify the Commission of any condition, damage, leak, contamination risk, malfunction, or unauthorized use affecting the System and shall take reasonable steps to mitigate harm until the Commission can respond.

9.8. **Costs and Indemnity for Non-Compliance:** Any costs incurred by the Commission as a result of a Member's or Customer's breach of this Bylaw, including inspection, investigation, remediation, repair, enforcement, and legal costs, may be recovered from the Member or Customer as a debt owing to the Commission.

10. METERS

10.1. **Ownership and Control:** The Commission shall supply, install, seal, and control one or more Meters for the purpose of measuring the volume of water delivered to a Member or Customer. All Meters and associated metering equipment remain the sole property of the Commission, at all times, regardless of whether the Member or Customer has paid or reimbursed all or any part of the Commission's costs of supply and installation.

10.2. **Location and Access:** Each Member or Customer shall provide a suitable location for Meter installation in accordance with the Commission's requirements. Where the Meter is located at the Transfer Point, the Member or Customer shall ensure safe, unobstructed access to the Meter, at all reasonable times, for reading, inspection, testing, maintenance, replacement, or removal. Where the Meter is located downstream of the Transfer Point, within the Member's or Customer's system or infrastructure, the Member or Customer shall ensure that the Commission has safe, unobstructed access, at all reasonable times, to the Meter and to all Member or Customer infrastructure between the Transfer Point and the Meter location, for the purposes of reading, inspecting, testing, maintenance, replacement, or removal of the Meter, and for verifying the integrity and condition of the intervening infrastructure as it relates to the Commission's measurement and delivery obligations.

- 10.3. **Inspection, Reading and Testing:** The Commission may read, inspect, remove, replace, or test any Meter at any reasonable time.
- 10.4. **Testing at Request of Member or Customer:** At the written request of a Member or Customer, the Commission shall arrange for a Meter test to be conducted by a qualified person. Fees for such testing shall be paid in advance in accordance with the fees set by the Commission. A Meter shall be deemed accurate if it records between 97% and 103% of actual consumption. Where a Meter is found to be inaccurate outside that range, the Commission shall refund the testing fee and make reasonable billing adjustments. In no case shall the billing adjustment extend further back than six (6) months prior to the date on which the Member's or Customer's written request for testing was received by the Commission, regardless of when the inaccuracy may have commenced.
- 10.5. **Commission-Initiated Testing:** The Commission may test or inspect a Meter on its own initiative at any time, in which case no testing fee is payable by the Member or Customer.
- 10.6. **Overbilling / Underbilling Due to Meter Inaccuracy:** Where the inaccuracy results in an overbilling, the Commission shall apply the adjustment as a credit against the Member's or Customer's next invoice or invoices until the credit is exhausted, or, at the Commission's discretion, issue a refund. Where the inaccuracy results in an underbilling, the Commission shall invoice the Member or Customer for the shortfall, which shall be payable in accordance with section 7.6. In either case, the period of adjustment shall not exceed six (6) months prior to the date on which the inaccuracy was identified, regardless of the duration over which the inaccuracy may have occurred.
- 10.7. **Meter Interference or Failure:** Where a Meter fails to accurately record water volumes due to interference, damage, bypassing, tampering, or any act or omission not attributable to the Commission, the Commission may estimate the volume of water supplied using reasonable methods, and the Member or Customer shall pay for the estimated consumption. Any such interference, damage, bypassing, or tampering constitutes a breach of this Bylaw. Without limiting any other remedy available to the Commission, the Commission may recover all investigation, repair, and enforcement costs from the Member or Customer pursuant to section 9.8, and may suspend, reduce or disconnect Water Services in accordance with section 12.
- 10.8. **Non-Standard Metering:** Where a Member or Customer requests metering beyond the Commission's standard configuration, the request must be made in writing and approved by the Commission. All capital, installation, operating, and lifecycle costs shall be borne by the Member or Customer. Such metering equipment becomes Commission property and shall be prepaid no later than twenty (20) days prior to installation.

11. CHANGES TO TRANSFER POINT OR SYSTEM

- 11.1. **Changes to Transfer Point:** A Member or Customer shall provide reasonable prior written notice of any proposed change to a Transfer Point, including relocation, resizing, modification, or alteration. No change shall be undertaken without the prior written approval of the Commission.

- 11.2. **Commission Approval:** The Commission may approve, approve with conditions, or refuse a requested change, acting reasonably and having regard to system capacity, operational impacts, engineering feasibility, water availability, and cost implications.
- 11.3. **Costs:** Where the Commission determines that modifications, extensions, upgrades, or additions to the System are required as a result of:
- a. a requested change to a Transfer Point; or
 - b. any material change in water demand, peak flow, or use of Water Services.
- The full cost of such work shall be borne by the Member or Customer, unless otherwise expressly provided in an Agreement.
- 11.4. **Unauthorized Changes:** Any unauthorized modification to a Transfer Point or connection to the System constitutes a breach of this Bylaw and may result in suspension or disconnection of Water Services, cost recovery, and enforcement action.

12. SERVICE DISCONNECTION, RECONNECTION, AND REDUCTION

- 12.1. **Voluntary Disconnection:** At the written request of a Member or Customer, and **subject to a minimum of ninety (90) days' prior written notice**, the Commission may temporarily disconnect Water Services. All costs associated with restoration of service, disconnection, idle service, and subsequent reconnection shall be paid by the Member or Customer in accordance with the fees set by the Commission.
- 12.2. **Notice of Breach:** Where the Commission determines that a Member or Customer has breached this Bylaw or an Agreement, the Commission may issue written notice describing the breach and specifying a reasonable period within which the breach must be remedied.
- 12.3. **Recovery of Enforcement Costs:** Regardless of whether the breach is cured, the Commission may recover from the Member or Customer all reasonable costs (including full indemnity legal fees and internal administrative costs) incurred in connection with inspection, investigation, testing, monitoring, enforcement, and administration arising from the breach, in accordance with this Bylaw and the fees set by the Commission.
- 12.4. **Reduction of Service:** The Commission may, upon fourteen (14) days' written notice, reduce Water Services to volumes sufficient to meet minimum health and safety requirements as determined by the Commission where:
- a. a breach has not been remedied within the notice period prescribed under section 12.2;
 - b. undisputed amounts owing remain unpaid for one (1) month; or
 - c. the Member or Customer has remained in breach of this Bylaw or an Agreement for one (1) month.

If the reason for the reduction of Water Services is remedied and Water Services have not been disconnected, Water Services shall be restored within a reasonable time upon the Member's or Customer's payment of all costs associated with the reduction and restoration of service.

- 12.5. **Temporary Disconnection:** Subject to Section 12.9, the Commission may disconnect Water Services upon at least thirty (30) days' written notice where:
- a. undisputed amounts owing remain unpaid for four (4) months;
 - b. a breach of this Bylaw or an Agreement continues or recurs over four (4) months;
 - c. the Member or Customer has failed to comply following a reduction of service;
 - d. disconnection is required by law;
 - e. disconnection is necessary for routine operational or system integrity purposes; or
 - f. a circumstance arises that, in the reasonable opinion of the Commission, necessitates temporary disconnection.
- 12.6. **Reconnection Following Disconnection:** Water Services shall not be restored until the reason for disconnection has been remedied to the satisfaction of the Commission, all applicable inspections have been completed, and all fees and costs associated with the disconnection and reconnection have been paid. Restoration is not automatic and remains subject to operational constraints.
- 12.7. **Immediate Disconnection Without Notice:** Notwithstanding any other provision of this Bylaw or an Agreement, the Commission may immediately withhold, reduce, or disconnect Water Services without prior notice where, in the opinion of the CAO acting reasonably, such action is necessary to:
- a. protect life, health, or public safety;
 - b. preserve the integrity, pressure, flow, capacity, or water quality of the System;
 - c. address theft of Water Services, tampering with a Meter or Transfer Point, or unauthorized connections; and
 - d. respond to unsafe, defective, or non-compliant Member or Customer systems.
- The Commission shall provide written notice of the reasons for disconnection within a reasonable time after the disconnection occurs.
- 12.8. **Permanent Disconnection:** Where Water Services remain disconnected for a continuous period of twelve (12) months, the service shall be deemed permanently disconnected. Any subsequent request for Water Services shall be treated as a new Application, and all costs associated with a new Application and the establishment of a new Transfer Point shall apply.
- 12.9. **Board Approval Required for Disconnection:** Except for Section 12.7, Water Services shall not be disconnected under this Article 12 except by resolution of the Board passed by a Super Majority.
- 12.10. **Cumulative Breaches:** For the purposes of this section, a Member or Customer shall be deemed to have remained in breach where the Member or Customer has committed two or more separate continuing uncured breaches, whether of the same or different provisions of this Bylaw or an Agreement, within any consecutive six (6) month period. Continuous repetition of the same breach is not required.

- 12.11. **No Liability:** The Commission shall not be liable for any loss, damage, or claim arising from the reduction, disconnection, or restoration of Water Services carried out in accordance with this Bylaw.

13. DISPUTE RESOLUTION

- 13.1. **Arbitration:** Subject to the jurisdiction of the Alberta Utilities Commission, if any dispute arises between the Commission and a Member or Customer regarding the interpretation of, subject matter of, or in any way related to this Bylaw or any Agreement, which cannot be resolved by negotiation between the parties, such dispute shall be resolved by arbitration pursuant to the *Arbitration Act* (Alberta).
- 13.2. **Arbitration Costs:** The cost of each Arbitration shall be borne equally by the parties or as otherwise directed by the Arbitrator.
- 13.3. **Scope of Arbitration:** The Arbitrator shall not alter, amend or otherwise change the terms of this Bylaw or any Water Services Agreement.

14. AMENDMENTS

- 14.1. **Notice of Proposed Amendment:** Written notice of a proposed amendment to this Bylaw shall be provided to each Director and each Member at least thirty (30) days prior to the Meeting at which the amendment is to be considered.
- 14.2. **Consideration and Passage:** Any amendment to this Bylaw may be considered and passed by the Board at a Meeting for which notice has been provided in accordance with section 14.1.
- 14.3. **Approval Threshold:** An amendment to this Bylaw must be approved by a resolution passed by a majority of all Directors.

15. GENERAL

- 15.1. **Force Majeure and System Emergencies:** The Commission shall not be liable for any failure, interruption, reduction, or suspension of Water Services where such failure, interruption, reduction, or suspension results from causes beyond the reasonable control of the Commission, including but not limited to drought, source water contamination, regulatory restrictions, mechanical failure, power outages, acts of God, labour disruptions, upstream supplier failures, or emergency measures required to protect public health, safety, or the integrity of the System.
- During such events, the Commission may take any action it considers reasonably necessary to manage available water supply, protect the System, and prioritize essential uses.
- 15.2. **No Property Rights:** The provision of Water Services, the execution of an Agreement, capital contribution, or the continued receipt of Water Services does not create or confer upon any Member or Customer any easement, licence, interest in land, proprietary right, or prescriptive right in or to the System or any lands owned or controlled by the Commission. No right to Water Services or the System shall vest by reason of historical use, long-term supply, prior practices, or reliance.
- 15.3. **Waiver:** No past practice, representation, accommodation, or failure to enforce by the Commission shall be construed as a waiver of the Commission's rights or as creating any obligation inconsistent with this Bylaw. This Bylaw governs notwithstanding any prior course of conduct.

- 15.4. **Cumulative and Discretionary Remedies:** The remedies available to the Commission under this Bylaw or an Agreement are cumulative and discretionary. The exercise of one remedy does not preclude the exercise of any other remedy, and the Commission is not obligated to apply remedies in any particular order.
- 15.5. **Paramountcy:** In the event of a conflict between this Bylaw and any policy, agreement, or resolution of the Commission regarding terms of service, this Bylaw prevails.
- 15.6. **Bylaw Governs:** This Bylaw, including section 15.5, shall apply to all policies, agreements and resolutions of the Commission which effect the terms and conditions under which the Commission provides potable water services through its transmission system.
- 15.7. **Severability:** If any provision of this Bylaw is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions.

16. EFFECTIVE DATE

- 16.1. This Bylaw shall come into effect upon its signing by the Chairperson and CAO.

INTRODUCED AND GIVEN FIRST READING this ____ day of _____, 2026.

READ AND GIVEN SECOND READING this ____ day of _____, 2026.

READ AND GIVEN THIRD AND FINAL READING this ____ day of _____, 2026.

CHAIR

CAO

North Red Deer River Water Services Commission Membership Agreement

THIS AGREEMENT is made effective this [*] day of [*] 2026 ("Effective Date")

BETWEEN:

[*]
("Member")

- and -

NORTH RED DEER RIVER WATER SERVICES COMMISSION
("Commission")

RECITALS:

A. The Member has satisfied the condition precedent to membership to the satisfaction of the Commission.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual agreements and conditions herein contained, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 **Defined Terms:** In this Agreement, unless the context otherwise requires, the following terms have the meanings set out below:

- (a) "Act" means the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time.
- (b) "Agreement" means this agreement, including the recitals, which form part of this Agreement.
- (c) "Bylaws" means the Bylaws of the Commission as amended or restated from time to time.
- (d) "CAO" means the chief administrative officer or the commission manager of the Commission, as the case may be.
- (e) "Director(s)" refers to the individual(s) appointed as Director(s) of the Commission according to the Bylaws.
- (f) "Member" means a First Nation or municipality that is a party to this Agreement.
- (g) "Observer" means an individual appointed by a Member in accordance with this Agreement to attend meetings of the Board in a non-director, non-voting capacity, subject to the confidentiality and other obligations set out in this Agreement.

- 1.2 **Other Definitions:** Words and phrases used in this Agreement and not defined herein have the same meaning assigned to them respectively in the Bylaws.
- 1.3 **Conflict:** This agreement should be read in conjunction with the Bylaws. In case of any conflict between the provisions of this Agreement and the Bylaws, the Bylaws govern unless expressly stated otherwise in the Bylaws.

ARTICLE 2 – MEMBERSHIP

- 2.1 **Membership Admission:** Subject to the condition precedent in Section 2.2, the Commission admits the Member as a member of the Commission, subject to the provisions of the Act, the Bylaws and this Agreement. The Member accepts membership on the terms and conditions set out herein, the Act, and the Bylaws.
- 2.2 **Condition Precedent:** This Agreement shall have no force or effect unless the Member was a member on January 1, 2026.

ARTICLE 3– TERM AND TERMINATION

- 3.1 **Term:** All covenants and agreements contained herein became effective and binding upon the parties as of the later of the Effective Date or the date of the satisfaction or waiver of the conditions precedent set out in Section 2.2, and this Agreement shall remain in full force and effect until terminated in accordance with its terms.
- 3.2 **Termination:** This Agreement may be terminated in accordance with the Bylaws.

Upon termination, the Member shall have no ownership of, interest in, or claim to any of the Commission's assets, including, but not limited to, licences and statutory approvals. Additionally, the Member is not entitled to the return of any financial contributions made pursuant to this Agreement.

ARTICLE 4 – CONDUCT OF THE BUSINESS AND AFFAIRS OF THE COMMISSION

- 4.1 **Appointment of Director:** Upon the Member or the Member's designated entity entering into a water supply agreement with the Commission, the Member shall have the right to appoint one (1) Director and one (1) alternate Director in accordance with the Bylaws.
- 4.4 **Director's Obligations:** The Member understands and acknowledges that:
- (a) the Directors shall manage or supervise the management of the business and affairs of the Commission in accordance with the Act and the Bylaws;
 - (b) the Directors shall act honestly and in good faith with a view to the best interest of the Commission;
 - (c) the Directors shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and
 - (d) the Directors shall act in accordance with and be governed by the Act and the Bylaws.

ARTICLE 5–WATER SERVICES

- 5.1 **Water Services:** The Commission shall have no obligation to supply water services to the Member unless and until a water supply agreement has been duly executed between the Commission and the Member or its designated entity. The Commission shall supply water services only in accordance with the terms and conditions of that water supply agreement and the Commission's bylaws.

ARTICLE 6 – MEMBER OBLIGATIONS

- 6.1 **Water Supply Agreement:** The Member shall apply to the Commission for a water supply agreement on terms acceptable to both parties, acting reasonably and in accordance with this Agreement. The water supply agreement shall govern the terms and conditions under which the Commission will deliver potable water (water service) to the Member, including service level(s), connection point(s), rates and charges, operational requirements, and risk allocation.
- 6.2 **Bylaws:** The Member shall be bound by the Bylaws, as amended from time to time.

ARTICLE 7– GENERAL PROVISIONS

- 7.1 **Notices:** Unless otherwise specified, all notices, communications, requests and statements ("Notice") required or permitted hereunder shall be in writing and delivered personally or by courier, sent by registered mail or electronic means to the party as follows:

Member:

[** Member Name]
[**Address]

Attention: **
Email: **

Commission:

North Red Deer River Water Services Commission
5432 56 Avenue
Lacombe, Alberta T4L 1E9

Attention: CAO
Email: CAO@nrdrwsc.ca

or to such other address as each party may direct in writing from time to time.

Any Notice:

- (a) delivered personally or by courier on a Business Day will be deemed to have been given on that Business Day;
- (b) sent by registered mail will be deemed to have been given on the fifth Business Day after the date of mailing; or

- (c) transmitted by electronic means will be deemed to have been given when sent, provided the sending party does not receive a message that the Notice could not be delivered to the recipient.

“Business Day” means any day Monday to Friday, excluding Saturdays, Sundays, statutory holidays, and civic holidays in Alberta, during the hours of 8:00 am and 4:30 pm (Mountain Time).

- 7.2 **Governing Law:** This Agreement shall be construed and governed by the laws of the Province of Alberta and the applicable laws of Canada, and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
- 7.3 **Time of Essence:** Time shall be of the essence.
- 7.4 **Extensions:** Any period of time set out in this Agreement may be extended with the written consent of both parties.
- 7.5 **Relationship Between Parties:** Nothing in this Agreement shall be deemed or construed as creating a principal and agent relationship, a partnership, or a joint venture between the parties.
- 7.6 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, representations and warranties between the parties with respect to the subject matter hereof.
- 7.7 **Amendments:** This Agreement may only be amended by a written agreement executed by the parties and approved by a resolution of the Commission's board.
- 7.8 **Counterparts:** This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, and such counterparts shall constitute the one and same instrument.
- 7.9 **Severability:** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable, the remaining provisions shall not be affected, and the illegal or invalid provisions shall be severed from this Agreement.
- 7.10 **No Assignment:** No party may assign its rights or obligations under this Agreement.
- 7.11 **Independent Legal Advice:** Each party acknowledges and confirms that, prior to executing this Agreement, it has obtained independent legal advice with respect to the nature, contents, and binding legal effect of this Agreement, including the rights, obligations, and liabilities arising hereunder and the Bylaws. Each party further acknowledges that it understands this Agreement to be a legally binding agreement enforceable in accordance with its terms and that it is executing this Agreement voluntarily and without duress.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

Per: _____

Per: _____

NORTH RED DEER RIVER WATER SERVICES COMMISSION

Per: _____
Chair

Per: _____
CAO

North Red Deer Regional Wastewater Services Commission Membership Agreement

THIS AGREEMENT made in duplicate this 3 day of July 2019.

BETWEEN:

TOWN OF BLACKFALDS

(hereinafter referred to as "Member")

- and -

NORTH RED DEER REGIONAL WASTEWATER SERVICES COMMISSION

(hereinafter referred to as the "Commission")

WHEREAS the Government of Alberta, pursuant to Section 602.02 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, has created by way of Alberta Regulation 166/2008 the North Red Deer Regional Wastewater Services Commission, attached as Schedule A

AND WHEREAS under the Regulation, the Member is designated as a member of the Commission.

AND WHEREAS the Board of Directors of the Commission, subject to compliance by the Member with all requirements pursuant to the Bylaws, has resolved it is a condition of membership in the Commission, that this Agreement be executed by the Members;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual agreements and conditions herein contained the Parties hereby agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the context inconsistent therewith, the following words and phrases will have the following meanings:

- (a) "Act" means the *Municipal Government Act*, R.S.A. 2000 c. M-26, as amended from time to time;
- (b) "Appointed" means elected and vice versa;
- (c) "Board" means the Board of Directors of the Commission;

North Red Deer Regional Wastewater Services Commission Membership Agreement

- (d) "Bylaws" means the Bylaws of the Commission as from time to time amended or restated;
- (e) "Customers" means a member of the Commission receiving services from the Commission.
- (f) "CAO" means the Chief Administrative Officer of the Commission appointed by the Board
- (g) "City WWTP" means City of Red Deer Wastewater Treatment Plant
- (h) "Default" means any failure by either party to obtain, perform or carry out any of its obligations hereunder where such failure continues for thirty (30) days after receipt of notice in writing from other party demanding that such default be remedied;
- (i) "Director(s)" means the person(s) who is (are) appointed from time to time as Director(s) of the Commission;
- (j) "Dispute Resolution Procedure" means that procedure attached to this Agreement as Schedule "B";
- (k) "Effective Date" means the date of the Regulation;
- (l) "Member" means Town of Blackfalds;
- (m) "Members" means the members of the Commission as included in the Regulation;
- (n) "NRD System" means the infrastructure owned by the Commission used in the transmission of wastewater from the Member to the City WWTP for treatment and return to the natural environment;
- (o) "Officer(s)" means the Chair, the Vice-Chair and the CAO of the Commission and such other Officers as determined by the Board in its discretion from time to time;
- (p) "Parties" means the parties to this Agreement; and
- (q) "Prime Rate" means the percentage rate of the interest per annum which is established and charged from time to time by the financial institution with whom the Commission then banks, on loans to financial institution's most creditworthy and preferred commercial borrowers. A statement or statements in writing made by the Manager of the said financial institution, as to the Prime Rate, from time to time, shall be final and conclusive as evidencing the Prime Rate during the operative time of the statement and shall not be open to dispute or challenge by the parties. Any change in the Prime Rate shall be effective on the banking day upon which the said financial institution changes its Prime Rate, and such rate of interest shall be charged automatically without notice to the parties.

North Red Deer Regional Wastewater Services Commission Membership Agreement

(r) "Regulation" means Alberta Regulation 166/2008

(s) "Storm water connections" means connections of stormwater.

1.2 Defined Terms

Words and phrases used in this Agreement and not defined herein have the same meaning assigned to them respectively in the Act.

ARTICLE 2 – IMPLEMENTATION OF AGREEMENT

2.1 Effective Agreement

The Member shall vote in such a way as to fully implement the terms and conditions of this Agreement and shall forthwith take such steps as are necessary to remove any Director who refuses to exercise his or her discretion in accordance with the terms of this Agreement.

2.2 Conflict

In the event of any conflict between the provisions of this Agreement and the Bylaws, the provisions of this Agreement shall govern.

2.3 Effective Date

All of the mutual covenants and agreements herein contained became effective and binding upon the Parties as of and from the Effective Date and this Agreement shall continue in full force and effect from the Effective Date until termination in accordance with the terms of this Agreement.

2.4 Termination

This Agreement shall cease and terminate on the occurrence of either of the following events:

- (a) Approval by the Lieutenant Governor in Council of a regulation disestablishing the Commission and ordering the Commission to be wound-up; or
- (b) Execution of any agreement in writing for termination in writing by the Parties and the amendment of Regulation by the Lieutenant Governor in Council authorizing the withdrawal of the Member from the Commission;

ARTICLE 3 – CONDUCT OF THE AFFAIRS AND BUSINESS OF THE COMMISSION

3.1 Board of Directors

North Red Deer Regional Wastewater Services Commission Membership Agreement

The Member understands and acknowledges that the affairs of the Commission shall be managed by the Board of Directors appointed in accordance with the Bylaws.

ARTICLE 4 – COMMISSION SUPPLY OF WASTEWATER SERVICES

4.1 Capacity

The Commission shall be responsible to meet the wastewater treatment capacity needs of the Member and the Commission will undertake ongoing capital planning and put in place capital financing to ensure that the needs of the Members will be met.

Other than the minimum capacity allocated to Lacombe County, defined below, in 4.1(i), Members agrees that a Member does not have a specifically assigned proportionate share of the ultimate design capacity of the NRD System and acknowledges that the Commission is at liberty to allocate capacity to the Members and customers as may be required to meet their respective needs.

- (i) Lacombe County shall, at all times, have a minimum total conveyance capacity of 6,565 m³/day (representing 16.5% of the total system design capacity of 39,764 m³/day), available for servicing customers within Lacombe County.
- (ii) For the purposes of determining 4.1(i), above:

Wastewater transmitted through the City of Lacombe, or Town of Blackfalds, but originating in the Lacombe County, will be included when calculating the wastewater contribution of Lacombe County.

ARTICLE 5 – MEMBERSHIP BENEFITS

5.1 Availability of Membership Benefits

Subject to the performance of all of the obligations of the Member pursuant to this Agreement and pursuant to the Bylaws, the Commission shall make available to the Member all of the benefits of membership that are then available to all Members.

ARTICLE 6 – MEMBER OBLIGATIONS

6.1 Service Agreement

The Member agrees to enter into a Supply of Services Agreement with the Commission, on terms that are acceptable to both parties, both acting reasonably, which will address the terms and conditions under which the Member will deliver its wastewater to the Commission at the connection point(s) as designated by agreement between the Member and the

North Red Deer Regional Wastewater Services Commission Membership Agreement

Commission, and the Commission will receive the Member's wastewater and transmit it to the City WWTP for treatment and return to the natural environment.

6.2 Statutory Planning Documents

The Member agrees that in developing or amending any of its statutory planning documents where additional direct connections to the NRD System are contemplated, the Commission shall be consulted as part of the planning process

The Commission's written approval in principle shall be required in order for any statement(s) about any or all contemplated direct connections to be included in the statutory planning document(s). The Commission is not permitted to unreasonably withhold its written approval with respect to planning approvals.

The Commission shall respond to the Member as to whether or not it will provide such approval in principal within 30 days of receiving a request from the Member to consider additional direct connections.

6.3 Inflow and Infiltration

The Member agrees that with respect to all new developments it will ensure there no storm water connections are allowed to connect with the Member's wastewater collection system; and further, the Member agrees to use its best efforts to reduce inflow and infiltration of surface and ground water into its existing wastewater collection system.

ARTICLE 7 – FINANCIAL

7.1 Operating and Capital Activities

The Commission shall be made in accordance with the operating and capital budgets established pursuant to the Bylaws, and pursuant to the authorization contemplated in the Bylaws and policies of the Commission.

7.2 Operations and Banking

The Commission acknowledges and agrees that:

- (a) the Commission shall maintain and keep detailed records and books of account prepared in accordance with generally accepted accounting principles and as required by appropriate legislation; and
- (b) The Commission shall distribute annual audited financial statements to each Member within thirty (30) days of the Commission's approval thereof.
- (c) The Commission will determine rates annually by utilizing the cost of service model as put forth by the American Water Works Association manuals of practice dealing

North Red Deer Regional Wastewater Services Commission Membership Agreement

with wastewater rates and charges, as revised and updated from time to time, and in accordance with the directives and findings of the Alberta Utilities Commission.

7.3 Payment for Wastewater Services

The Commission shall determine the volume of wastewater delivered by the Member to the NRD System at the end of each month and shall invoice the Member for the amount of fees and charges payable by the Member by the 5th working day after the end of the month.

The Member shall pay to the Commission either by cheque or electronic transfer the amount owing within 30 days of the date of the invoice issued to the Member and further; the Member shall pay to the Commission any penalty or interest charges that the Commission may apply to balances remaining unpaid after 60 days.

ARTICLE 8 – DIRECTOR CONFLICT OF INTEREST

8.1 Disclosure

A Director of the Commission that is a director, officer, employee, contractor or authorized representative of a Member that is a party to a material contract or material transaction or proposed material contract or proposed material transaction with the Commission shall disclose in writing to the Commission or request to have entered in the minutes of meetings of the Directors that such Director has a potential conflict of interest or pecuniary interest. Further, any affected Director, Officer, employee, contractor or authorized representative of a Member shall not participate in any vote of Directors of the Commission in relation to the subject material contract or proposed material contract. Notwithstanding the foregoing, the affected Director, Officer, employee, contractor or authorized representative of a Member shall not be deemed to be in conflict of interest because said person is an elected official of the Member.

ARTICLE 9 – DIRECTORS AND OFFICERS LIABILITY

The Commission may, at the discretion of the Directors, purchase and maintain Directors and Officers liability insurance on such terms and conditions as may be acceptable to the Directors.

ARTICLE 10 – DEFAULT

Upon the occurrence of a Default, the Commission may do any one or more of the following:

- (a) pursue any remedy against the Member available to it at law or in equity, it being acknowledged that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default;

North Red Deer Regional Wastewater Services Commission Membership Agreement

- (b) take such actions as may reasonably be required, to remedy the default, in which event all payments, costs and expenses incurred towards such remedy, therefore, shall be payable by the Member to the Commission on demand with interest applicable to payment of such costs and expenses at a rate equal to the Prime Rate in effect at the time plus two (2%) percent per annum;
- (c) waive the default, provided, however, that any waiver of a particular default shall not operate as a waiver of any subsequent or continuing default; and / or
- (d) terminate the entitlement of the Member to the benefits of membership that are available to the Members.

ARTICLE 11 – TERMINATION OF MEMBERSHIP

The Member shall only terminate its membership in the Commission in accordance with the Bylaws. Upon termination of its membership, the Member acknowledges and agrees that it shall have no ownership, interests or other claim to any of the assets of the Commission in any manner whatsoever.

The Member further acknowledges and agrees that the Member shall still be responsible for the respective proportion of outstanding debt principle for which the Commission has assumed to create capacity for the Member's estimated 25 year average day wastewater flow of 24,103m³. The Member shall either pay the outstanding principle and any accrued interest to the Commission or agree to continue to pay the respective share of the annual payments on the debt as well as, a proportionate share of any outstanding current liabilities that have been incurred by the Commission to the benefit of the Member. Based on allocated amount determined at the start of the Commission, the business plan outlines the allocation per member.

ARTICLE 12 – DISTRIBUTION OF PROPERTY

Upon the disestablishment of the Commission and after the payment of all debts and liabilities of the Commission, the remaining property of the Commission that is not addressed by order of the Lieutenant Governor in Council, shall be distributed among the Members in the proportions as may be determined by the Board, in its discretion. For clarity, the Board, in exercising its discretion in determining the appropriate distribution of property to the Members, shall consider a number of factors including, but not limited to, the respective capital contributions that each Member provided to the Commission and the location of the Commission's infrastructure.

ARTICLE 13 – DISPUTE RESOLUTION

The Member and the Commission agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after its expiration promptly and in an amiable manner by negotiations between the parties utilizing the individuals who are

North Red Deer Regional Wastewater Services Commission Membership Agreement

closest to the issues and have authority to agree to and implement any such resolution (Designated Representatives).

The Member and the Commission shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation and arbitration, unless and until this Agreement is lawfully terminated according to its terms.

If a dispute cannot be resolved by the Designated Representatives within a time period that is reasonably satisfactory to the party raising the issue under consideration, that party may refer the dispute to be resolved pursuant to the Dispute Resolution Procedure set out in Schedule B of this Agreement.

ARTICLE 14 – GENERAL PROVISIONS

14.1 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be serviced by one of the following means:

- (a) in person, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in subsection (c) below; or
- (b) by telecopier or by any other like method by which a written or recorded message may be transmitted, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - i. upon electronic transmission with answer back confirmation if received within the normal working hours of that business day; or
 - ii. at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom the Notice is to be served. Notice so served shall be deemed to be received seventy two (72) hours or three (3) business days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;

Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received

North Red Deer Regional Wastewater Services Commission Membership Agreement

when served by hand or courier, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail to:

TOWN OF BLACKFALDS

5018 Waghorn Street
P.O. Box 220
Blackfalds, Alberta T0M 0J0
Attention: Chief Administrative Officer
Facsimile: 403-885-4610

NORTH RED DEER REGIONAL WASTEWATER SERVICES COMMISSION

5432 56 Ave
Lacombe, AB, T4L 1E9
Attention: NRDRWWSC CAO
Facsimile: 403-782-5655

or to such other address as each party may from time to time direct in writing.

14.2 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein, and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

14.3 Time of Essence

Time shall be of essence in this Agreement.

14.4 Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement.

Schedule 'A' – Alberta Regulation 166/2008

Schedule 'B' – Dispute Resolution Process

14.5 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions thereof.

North Red Deer Regional Wastewater Services Commission Membership Agreement

14.6 Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

14.7 No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

14.8 Agreement Entire Relationship

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

14.9 Further Assurances

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

14.10 Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

14.11 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or constructed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act on the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

North Red Deer Regional Wastewater Services Commission Membership Agreement

14.12 Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument, and notwithstanding their date of execution shall be deemed to bear the date as of the date first above written.

14.13 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated there under with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

14.14 Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any part or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

14.15 Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

14.16 Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

14.17 Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

North Red Deer Regional Wastewater Services Commission Membership Agreement

14.18 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be constructed as meaning the singular, plural, masculine, feminine, neuter, body politic and body corporate where the fact or context so requires and the provisions hereof.

14.19 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

14.20 Assignment of Agreement

No party hereto shall assign its interest in this Agreement, or any party hereof, in any manner whatsoever without having first received written consent from all other parties hereto, such consent not to be unreasonably withheld, PROVIDED THAT in no event shall any assignment which may have been consented to release or relieve the assignor from its obligations to fully perform all of the terms, covenants and conditions of this Agreement on its part to be performed.

14.21 Requests for Consent

Each party shall provide any decision with regard to a request for consent within the time period where specified or in a timely manner where a specific time period is not specified.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

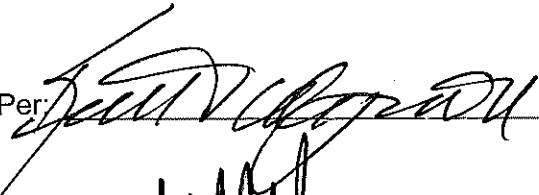
TOWN OF BLACKFALDS

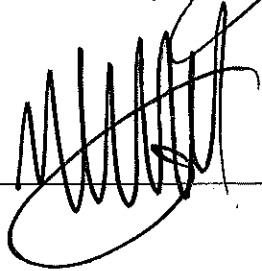
Per: Richard Poole

Per: [Signature]

North Red Deer Regional Wastewater Services Commission Membership Agreement

NORTH RED DEER REGIONAL
WASTEWATER SERVICES COMMISSION

Per: 

Per: 

SCHEDULE "A"

**North Red Deer Regional Wastewater
Services Commission Regulation**

ALBERTA REGULATION 166/2008

Municipal Government Act

**NORTH RED DEER REGIONAL WASTEWATER
SERVICES COMMISSION REGULATION**

Table of Contents

- 1 Establishment
- 2 Members
- 3 Services
- 4 Operating deficits
- 5 Sale of property
- 6 Profit and surpluses
- 7 Approval

Establishment

- 1 A regional services commission known as the North Red Deer Regional Wastewater Services Commission is established.

Members

- 2 The following municipalities are members of the Commission:
 - (a) Town of Blackfalds;
 - (b) City of Lacombe;
 - (c) Lacombe County.

Services

- 3 The Commission is authorized to provide and operate a wastewater supply system.

Operating deficits

- 4 The Commission may not assume operating deficits that are shown on the books of any of the member municipalities.

North Red Deer Regional Wastewater Services Commission Membership Agreement

Sale of property

5(1) The Commission may not, without the approval of the Minister, sell any of its land, buildings, equipment or inventory whose purchase has been funded wholly or partly by grants from the Government of Alberta.

(2) The Minister may not approve a sale under subsection (1) unless the Minister is satisfied

- (a)** as to the repayment of the grants from the Government of Alberta and outstanding debt associated with that portion of the land, buildings, equipment or inventory to be sold,
- (b)** that the sale would not have a significant adverse effect on the services the Commission provides, and
- (c)** that the sale will be properly reflected in the rates subsequently charged to the customers of the Commission.

Profit and surpluses

6 Unless otherwise approved by the Minister, the Commission may not

- (a)** operate for the purposes of making a profit, or
- (b)** distribute any of its surpluses to its member municipalities.

Approval

7 The Minister may make an approval under section 5 or 6 subject to any terms or conditions the Minister considers appropriate.

North Red Deer Regional Wastewater Services Commission Membership Agreement

Table 3.1
North Red Deer Regional Wastewater System
Projected Population and Wastewater Volume
2015 - 2040

	2015	2020	2030	2040
<u>Projected Population</u>				
City of Lacombe	13,046	14,761	18,895	24,187
Town of Blackfalds	8,793	11,559	18,381	24,103
Lacombe County	-	-	1,000	2,000
	21,839	26,320	38,276	50,290
<u>Projected Wastewater Generation</u>				
<u>Annual Average Day Volume (m3)</u>				
City of Lacombe	3,588	4,059	5,196	6,651
Town of Blackfalds	1,973	2,721	4,731	6,628
Lacombe County - Morningside	-	-	-	-
Total Urban	5,561	6,780	9,927	13,280
<u>Lacombe County - Rural</u>				
Aspelund Business Area	-	294	881	1,468
Burbank Industrial Park	-	-	-	-
Highway 12 West Business Area	-	135	586	1,127
Highway 2A Urban Corridor	-	-	275	550
Milton / Non-hamlet Morningside	-	-	-	-
Total Lacombe County	-	429	1,742	3,145
Total Average Daily Volume	5,561	7,209	11,669	16,425
Average Daily Rate in Litres/Second	64.4	83.4	135.1	190.1
<u>Annual Volume</u>				
City of Lacombe	1,309,512	1,481,593	1,896,564	2,427,763
Town of Blackfalds	720,199	993,201	1,726,898	2,419,329
Lacombe County	-	156,515	635,750	1,147,899
	2,029,712	2,631,309	4,259,212	5,994,991
<u>Peak Day Dry Weather Volume</u>				
Factor of Average Day	2.5	2.5	2.4	2.4
City of Lacombe (m3/d)	8,969	10,148	12,990	16,629
Town of Blackfalds (m3/d)	4,933	6,803	11,828	16,571
Lacombe County (m3/d)	-	858	3,621	6,565
	13,902	17,808	28,439	39,764
Max Day Rate (l/s)	160.9	206.1	329.2	460.2
<u>Peak Day Wet Weather Volume (l/s)</u>				
<u>By Member</u>				
City of Lacombe	237.8	251.5	284.3	326.5
Town of Blackfalds	57.1	81.6	147.0	207.9
Lacombe County	-	9.9	41.9	97.5
	294.9	343.0	473.2	631.8
<u>By Source</u>				
Inflow and Infiltration (l/s)	134.0	136.9	144.1	171.6
Max Day Rate (l/s)	160.9	206.1	329.2	460.2
	294.9	343.0	473.2	631.8

SCHEDULE "B"

DISPUTE RESOLUTION PROCEDURE

1. **Definitions** - In this Schedule, the following words and phrases have the following meanings:
 - a. **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;
 - b. **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
 - c. **"Dispute"** means any disagreement or controversy between the Parties concerning any matter arising out of this Agreement;
 - d. **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
 - e. **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
 - f. **"Mediator"** means the person appointed to facilitate the resolution of a Dispute between the Parties;
 - g. **"Party"** means a party to the Agreement to which this Dispute Resolution Procedure is attached, and "Parties" means more than one of them; and
 - h. **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute who holds a senior position with a Party and who has full authority to settle a Dispute.
2. **Dispute Process** - In the event of any Dispute, the Parties agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:
 - a. first, by negotiation;
 - b. second, by way of Mediation; and
 - c. third, by Arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.
3. **Negotiation, Mediation or Arbitration** shall refer to, take into account, and apply the intentions and principles stated by the parties within Agreement to which this Schedule is attached.
4. **Negotiation** - A Party shall give written notice ("**Dispute Notice**") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through

North Red Deer Regional Wastewater Services Commission Membership Agreement

discussion and negotiation. If the Dispute is not resolved within thirty (30) days of receipt of the Dispute Notice, the negotiation shall be deemed to have failed.

5. **Mediation** - If the Representatives cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice ("**Mediation Notice**") specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within sixty (60) days from the date of receipt of the Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.

6. Arbitration

- a. If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the Dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties may provide the other Party with written notice ("**Arbitration Notice**") specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;
- b. The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc. unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail;
- c. The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - i. forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00; or
 - ii. one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.
- d. The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- e. The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.

North Red Deer Regional Wastewater Services Commission Membership Agreement

7. **Participation** - The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that litigation may have commenced as contemplated in this Schedule.
8. **Location** - The place for Mediation and Arbitration shall be the Commission Administrative Center, unless otherwise agreed upon.
9. **Selection of Mediator and Arbitrator** - If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience, and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.
10. **Costs** - Subject to clause 5(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.
11. **Disclosed Information** - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.
12. **Litigation and Limitations Act** - No Party shall commence litigation concerning the Dispute until the negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the negotiation and Mediation processes, the limitation periods set forth in the Limitations Act (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that

North Red Deer Regional Wastewater Services Commission Membership Agreement

were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.

13. **Confidentiality** - The Parties agree that there is a real risk that substantial damage to a Party's commercial interests may result if Disclosed Information or Confidential Information is obtained by third parties because a Dispute becomes the subject matter of litigation. The Parties agree not to contest or oppose, directly or indirectly, an application by a Party to the court, that the court's file relating to such litigation, including this agreement and supporting financial information, be sealed upon commencement of the litigation.

**NORTH RED DEER REGIONAL WASTEWATER SERVICES COMMISSION
WASTEWATER SUPPLY OF SERVICES AGREEMENT**

THIS AGREEMENT made in duplicate this 3 day of JULY, 2019.

BETWEEN:

TOWN OF BLACKFALDS
(hereinafter referred to as the "**Member**")

- and -

NORTH RED DEER REGIONAL WASTEWATER SERVICES COMMISSION
(hereinafter referred to as the "**Commission**")

WHEREAS:

- A. The Member has entered into a Membership Agreement among the provisions of which is a requirement that the Member enter into a Supply of Services Agreement with the Commission; and
- B. The Member requires the services of the Commission for the receipt, transmission, and ultimate treatment and disposal of Wastewater, as that term is hereinafter defined; and
- C. The Commission has agreed to accept Wastewater from the Member upon and subject to the terms, covenants and conditions contained within this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual promises, terms, covenants and conditions contained herein, the parties hereto agree as follows:

ARTICLE 1 DEFINITION

1.1 In this Agreement:

- (a) "**AEP**" means Alberta Environment and Parks;
- (b) "**Agreement**" means this Agreement, together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties;
- (c) "**Annual Quantity**" means for each calendar year the total quantity of Wastewater the Member is entitled to convey to the Commission's Wastewater System as set forth or otherwise determined according to the provisions of the attached **Schedule "B"**;
- (d) "**Applicable Laws**" means any statute, regulation, code, order, directive or other legal requirement of a governmental or quasi-governmental body having jurisdiction over one

North Red Deer Regional Wastewater Services Commission Supply of Services Agreement

or more of the parties or the subject matter of this Agreement pursuant to law including, without restriction, the requirements of any permits or approvals issued thereunder;

- (e) **“Best Efforts”** means, in relation to the performance of an obligation, efforts that are sensible and practical, and involve the exercise of reasoned and sound judgment having regard to all of the relevant circumstances;
- (f) **“Connection Point”** means one of the connection points between the Member Wastewater System and the Commission Wastewater System where the flow could be stopped and/or sampled. The Town’s Connection Point is at the Diversion Chamber located just upstream of the regional lift station and equalization lift station. **“Connection Points”** means all of them, as may exist from time to time;
- (g) **“Commission Wastewater System”** means, collectively, the wastewater collection, transmission, treatment and discharge system operated by the Commission, which includes all real and personal property of every kind, nature and description including all pumps, pipelines, valves, appurtenances, pumping stations and metering facilities wherever located;
- (h) **“Commission’s Service Standards & Requirements”** means:
 - (i) those service and treatment limitations or requirements imposed by the Commission pursuant to applicable Commission by-law(s), as amended or replaced from time to time; and
 - (ii) the servicing standards and requirements established from time to time by the Commission, and being applicable to all Members receiving service from the Commission, for the purposes of ensuring safe, sustainable, continuous operation of the Commission’s Wastewater System in compliance with all Applicable Laws;
- (i) **“Daily Quantity”** means the total quantity delivered by the member in a given year, divided by 365 (or 366 in the case of a leap year),
- (j) **“Dispute Resolution Procedure”** means that procedure attached to this Agreement as Schedule “E”;
- (k) **“Effective Date”** means the 1st day of April, 2018;
- (l) **“Force Majeure”** means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which, by the exercise of due diligence by such party, could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;
- (m) **“ML”** means one million litres and **“MLD”** means one million litres per day;
- (n) **“Member Force Main”** means the wastewater force main, owned and, subject to the terms hereof, operated by the Member and connecting the Member Wastewater System

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

to the Commission Wastewater System at the Connection Point, as more particularly shown within **Schedule "D"**;

- (o) **"Member Service Area"** means that area contained within the corporate boundaries of the Town;
- (p) **"Member Wastewater System"** means, collectively:
 - (i) the Member Force Main; and
 - (ii) such further or other lift station(s), force main(s), Wastewater collection, receipt, storage and transmission assets owned and operated by the Member, or by parties authorized by the Member within its boundaries, from time to time and servicing the Member Service Area, which includes all real and personal property of every kind, nature and description including all pumps, pipelines, valves, appurtenances, pumping stations and metering facilities wherever located;
- (q) **"Non-Permitted Substance"** means any substance at a concentration or mass loading that:
 - (i) exceeds the limit set out in **Schedule "A"** hereto; or
 - (ii) is not contemplated by **Schedule "A"** hereto and violates requirements of any Applicable Laws, or Commission Standards, in force from time to time;
- (r) **"Overstrength Wastewater"** is any Wastewater that exceeds any parameters noted in **Schedule A hereto**. Overstrength Wastewater shall be subject to additional charges known as "Overstrength Charges" as detailed in **Schedule "C"** hereto
- (s) **"Peak Flow"** means the greatest quantity of Wastewater per second the Member is entitled to convey to the Commission's Wastewater System as set forth or otherwise determined according to the North Red Deer Regional Wastewater Services Commission Business Plan, as adopted by board resolution,
- (t) **"Service Fee"** means the fee paid to the Commission for the transportation and treatment of the Wastewater as established annually pursuant to the Commission's budget and fee requirements, which as of the date of this Agreement are set forth within **Schedule "C"** attached to this Agreement;
- (u) **"Transfer of Ownership Point"** means the location at which the ownership of the infrastructure is transferred from the Member Municipality to the Commission as shown or otherwise described within **Schedule "D"**;
- (v) **"Wastewater"** means liquid effluent produced from or arising in conjunction with the operation of the Member Wastewater System; and

North Red Deer Regional Wastewater Services Commission Supply of Services Agreement

- (w) **“Wastewater Rate”** means those volumetric or other rates or charges established from time to time by the Commission for the purposes of calculating and charging the Service Fee, in accordance with the provisions of **Schedule “C”**; and
- (x) **“Wastewater Quality Limits”** means the substances and the maximum concentrations or daily mass loading of such substances (as applicable) which may be contained in the Wastewater as set forth in **Schedule “A”** hereto, as the same may be changed from time to time by the Commission including, without restriction, upon the receipt by the Commission of a written notice from AEP to change the maximum concentrations or daily mass loading of such substances (as applicable).

ARTICLE 2 PREAMBLE AND SCHEDULES

- 2.1 **Preamble** – The parties herein confirm and ratify matters contained and referred to in the Preamble to this Agreement and agree that the same and various schedules hereto are expressly incorporated into and form part of this Agreement.
- 2.2 **Schedules** – The schedules to this Agreement are as follows:
 - (a) **Schedule “A”** – Wastewater Quality Limits, Monitoring and Reporting;
 - (b) **Schedule “B”** – Wastewater Quantity Limits;
 - (c) **Schedule “C”** – Wastewater Rates;
 - (d) **Schedule “D”** – Commission Wastewater System, Member Wastewater System, and Connection Points; and
 - (e) **Schedule “E”** – Dispute Resolution Procedure.

ARTICLE 3 DISPOSAL OBLIGATIONS OF THE COMMISSION

- 3.1 **Commission Service** – The Commission shall, subject to the Member’s obligations in Section 4.1(a):
 - (a) Accept all Wastewater from the Member delivered to the Connection Points, and transmit, treat and dispose of, or cause to be transmitted, treated and disposed of, in accordance with this agreement and all Applicable Laws and the Commission’s reasonably imposed, service standards and regulations in force from time to time.
 - (b) agree and acknowledge that in addition to the volume of the Wastewater delivered by the Member at the Connection Point, there is an additional transmittal of Wastewater through the Member Wastewater System which is not generated by the Member but rather is generated by Lacombe County (the **“Lacombe County Wastewater”**). Lacombe County transmits its Lacombe County Wastewater through the Member Wastewater System for the ultimate transmission, treatment and disposal by the Commission as delivered to the Connection Points through the Member Wastewater System. The Commission and Member acknowledge and agree that;

North Red Deer Regional Wastewater Services Commission Supply of Services Agreement

- (i) Lacombe County shall, at all times, have a minimum total conveyance capacity of 6,565 m³/day (representing 16.5% of the total system design capacity of 39,764 m³/day), available for servicing customers within Lacombe County.
 - (ii) For the purposes of determining 3.1(b)(i), above, Wastewater transmitted through the City of Lacombe, or Town of Blackfalds, but originating in the Lacombe County, will be included when calculating the wastewater contribution of Lacombe County.:
- (c) At its sole cost and expense, maintain all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction with respect to the maintenance and operation of the Commission Wastewater System;
- (d) Provide to the Member a monthly invoice setting out in reasonable detail the Service Fee charged by the Commission to the Member;
- (e) Provide true copies of all documentation and correspondence relating to the calculation of the Service Fee upon receipt of written request therefore from the Member;
- (f) Provide the Member with ninety (90) days prior written notice of any change to any maximum acceptable concentration or daily mass loading (as applicable of a substance set forth in **Schedule "A"**), provided that the Commission shall not reduce the maximum acceptable concentration or daily mass loading of substances except where required by law;
- (g) Provide the Member with ninety (90) days prior written notice of any change to the service standards (contained in Schedules 'A' & 'B') being provided by the Commission; and
- (h) Upon ten (10) days of written notice, permit the Member reasonable access during business hours to all books and records of the Commission relating to the performance of the obligations of the Commission pursuant to this Agreement for the two (2) year period immediately preceding the date of receipt of such written notice for the purposes of review and audit by the Member.

ARTICLE 4 OBLIGATIONS OF MEMBER

4.1 Member Obligations – The Member shall:

- (a) Construct and install at its sole cost and expense (or, in the alternative and at the Commission's option, reimburse the Commission for all costs incurred in constructing and installing), the following:
 - (i) Member Force Main necessary to connect the Member Wastewater System to the Commission Wastewater System;

North Red Deer Regional Wastewater Services Commission Supply of Services Agreement

- (ii) any and all further upgrades, expansions, extensions or replacements of the Member Distribution System which are necessary to accommodate the service to be provided by the Commission, as necessary to comply with all Applicable Laws, or Commission's Service Standards & Requirements;
- (b) Deliver Wastewater to the Commission:
 - (i) at the Connection Point(s); and
 - (ii) deliver Wastewater to the Commission not containing Non-Permitted Substances;
- (c) Subject to any requirements imposed by one or more of the Commission, the Commission's Service Standards & Requirements, AEP, Environment Canada, or any other party having jurisdiction in place of or in addition to the foregoing, monitor, or cause to be monitored, the Wastewater with the frequency set forth in **Schedule "A"** hereto and provide, or cause to be provided, written monitoring reports to the Commission with the frequency set forth in **Schedule "A"** hereto, at the sole expense of the Member;
- (d) Provide the Commission with ninety (90) days advance written notice of any material changes in the quantity of any substance described in the Wastewater Quality Limits, within the permitted limits, as a result of changes in the processes or facilities of the Member or its customers;
- (e) Not permit any permanent substantial alterations to the composition resulting in the failure of the Wastewater to remain within the Wastewater Quality Limits of the Wastewater as a result of permanent changes in the processes or facilities of the Member without the prior written consent of the Commission, which consent shall not be unreasonably withheld;
- (f) Immediately upon:
 - (i) becoming aware that; or
 - (ii) having a reasonable suspicion that;

any substance described in the Wastewater Quality Limits exceeds or is about to exceed the limit for that substance described in the Wastewater Quality Limits as outlined on the attached **Schedule "A"**, notify the Commission verbally of such circumstances and confirm such verbal notice with written notice as soon as practicable thereafter;
- (g) Upon the request of the Commission and subject to the Member's standard security and safety procedures, provide the Commission with reasonable access to enter upon the Member Wastewater System for the purpose of taking samples of the Wastewater for independent testing;

North Red Deer Regional Wastewater Services Commission Supply of Services Agreement

- (h) Pay to the Commission the Service Fee described in such invoices issued by the Commission in accordance with the allotted period outlined within the Commission's Service Standards & Requirements;
 - (i) Pay to the Commission all costs and expenses incurred by the Commission in maintaining and operating the Member Force Main located within the boundaries of the Commission;
 - (j) Upon ten (10) days written notice, permit the Commission reasonable access during business hours to all books and records of the Member relating to the performance of the obligations of the Member pursuant to this Agreement for the two (2) year period immediately preceding the date of receipt of such written notice, for the purposes of review and audit by the Commission;
 - (k) Not permit any third person, except for its contractors or employees, to commingle liquid or solid waste or effluent with the Wastewater or add any contributor to the Wastewater without the prior approval of the Commission, which approval may be arbitrarily withheld by the Commission;
 - (l) Obtain and maintain, at its sole cost and expense, all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction including, but not limited to, AEP with regard to the disposal of Wastewater by the Member or with regard to the delivery of Wastewater to the Commission; and
 - (m) Ensure that all Customers of the Member at all times abide by and comply with the Commission Service Standards & Requirements.
- 4.2 Restricted Connection** – The Member shall not, nor permit, any service located outside of the Service Area to connect to the Member Wastewater System or the Commission Wastewater System without the prior written consent of the Commission.
- 4.3 Member Terms of Service** – Without restricting any of the foregoing in any manner whatsoever the Member shall not allow deposits of wastewater into the Member Wastewater System that do not conform to the standards identified in this document.

ARTICLE 5 INDEMNIFICATION

- 5.1 Indemnity** – Each party (the “**Indemnitor**”) hereby indemnifies and agrees to save the other party (the “**Indemnitee**”) harmless from any loss, damages, expense or costs, including reasonable legal costs on solicitor and his own client full indemnity basis, which the Indemnitee is directly or indirectly liable for by reason of any personal injury or property damage suffered or alleged to have been suffered by a third party which arises out of or in connection with the performance or non-performance of the Indemnitor of its obligations pursuant to this Agreement to the extent such losses, damages, expenses or costs are caused or contributed to by breach of contract, breach of duty, negligence (including ordinary, professional or gross negligence) or other legal theory on the part of the Indemnitor.

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

**ARTICLE 6
SUSPENSION, SHUTDOWN & EXPIRATION**

- 6.1 Operating Procedures** – The Member shall deliver to the Commission a copy of the standing operating procedures of the Member with respect to the processing, containment and discharge of Wastewater delivered to the Connection Points. The Commission will not unduly restrict access to the Regional Lift Station site for the purposes of testing or evaluation of the municipally effluent or system operations at the Connection Point(s), which at Blackfalds is the Diversion Chamber. The Member shall provide, as soon as reasonably possible, copies of all updates and amendments to its standard operating procedures as they occur from time to time. Subject to Section 6.2 herein:
- (a) if the Commission concludes, acting reasonably, that any part of the Wastewater Quality Limits will be exceeded or if the Wastewater contains a Non-Permitted Substance, the Commission may provide a written demand to the Member to take the necessary action to resolve the circumstances giving rise to such demand within a reasonable time;
 - (b) upon receipt of such notice from the Commission, the Member shall take all reasonable steps to resolve, as soon as practicable, the circumstances giving rise to such demand exceedances or other non-conformance and upon failing such resolution the Member (or, if necessary, the Commission) shall stop the flow of Wastewater at the applicable Connection Point(s);
 - (c) if the Member has not provided the Commission with confirmation, acceptable to the Commission, acting reasonably, that the circumstances giving rise to such demand have been remedied or the flow of Wastewater has not stopped at the applicable Connection Point(s), the Commission may stop the flow of Wastewater with no further notice to the Member. The Commission will endeavor to mitigate these impacts by whatever means possible, such as temporarily diverting flow to the equalization storage ponds if available, or other means prior to stopping the Member's flow;
 - (d) after the Commission has received confirmation from the Member that the circumstances giving rise to such demand have been remedied, which remedy is acceptable to the Commission, acting reasonably, the Commission shall re-establish the flow of Wastewater via the applicable Connection Point(s); and
 - (e) notwithstanding subsection 6.1 (a) in those circumstances where Wastewater contains substances at a concentration or mass loading that exceeds the limits set out or contemplated in **Schedule "A"** hereto, such exceedances in Non-Permitted Substances shall be dealt with in accordance with the provisions in this document.
- 6.2 Violation of Wastewater Quality Limits or Environmental Liability** – Notwithstanding Section 6.1 hereof, if:
- (a) the Commission becomes aware of the existence of any liability or potential liability pursuant to any legislation or regulations in force from time to time having application,

North Red Deer Regional Wastewater Services Commission Supply of Services Agreement

or the subject matter of this Agreement, resulting from the failure of the Member to fulfill its obligations hereunder; or

- (b) the Wastewater contains any Non-Permitted Substance; or
- (c) the Member suffers the loss of any permit, license or approval issued by AEP or any other party with the authority to issue such permit, license or approval necessary to permit the Member to carry out its obligations pursuant to this Agreement;

without prejudice to any other remedy which the Commission may have against the Member, the Commission may:

- (d) take whatever steps are reasonably necessary to rectify the situation contemplated in this Section, at the sole expense of the Member;
- (e) after providing the Member with written notice of its intention to stop the flow of Wastewater, stop the flow of Wastewater and refuse to accept further Wastewater until such failure is cured;
- (f) require the Member to pay the amount of such costs in subsection (e) above to the Commission within thirty (30) days of receipt of invoice from the Commission; and/or
- (g) enforce the Commission's Service Standards & Requirements established by the Commission in that regard.

The Member shall adopt standards for Wastewater consistent with those established from time to time by the Commission under its Service Standards & Requirements.

ARTICLE 7 DEFAULT

7.1 Termination – This Agreement may be terminated by either party (the “**Notifying Party**”) upon notice to that effect delivered to the other party (the “**Defaulting Party**”), if:

- (a) the Defaulting Party makes an assignment of its assets for the benefit of its creditors (other than as security for indebtedness not yet due and owing) or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any relevant jurisdiction; or
- (b) a petition in bankruptcy is filed and presented against the Defaulting Party; or
- (c) a receiver, receiver and manager, custodian or similar agent is appointed in relation to the Defaulting Party; or
- (d) the Defaulting Party seeks protection of the Bankruptcy and Insolvency Act, Companies' Creditors Arrangement Act or like legislation; or
- (e) the Defaulting Party permanently ceases to carry on its business; or

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

- (f) the Defaulting Party suffers, and fails to remedy or commence the remedying within thirty (30) days thereof, the loss of any permit, license or approval issued by AEP or any other party with the authority to issue such permit, license or approval necessary to permit the Defaulting Party to carry out its obligations pursuant to this Agreement; or
- (g) subject to Section 6.1 herein, the Defaulting Party neglects or fails to observe, perform or comply with any of its obligations pursuant to this Agreement including, without limitation, an event contemplated in Article 6 Suspension and Shutdown, and:
 - (i) such failure continues for a period of thirty (30) days following the date of receipt of a notice to that effect from the Notifying Party; or
 - (ii) if such failure is not reasonably capable of being cured within thirty (30) days, if the Defaulting Party has not commenced to cure such failure within the said thirty (30) day period and continued to effectively and diligently cure such failure.

Such termination shall not limit in any way the Notifying Party's recourse to any remedies to it available at law, equity or otherwise, and in no event shall the Defaulting Party be relieved of any of its obligations accruing prior to the effective date of such termination.

**ARTICLE 8
FORCE MAJEURE AND DISPUTE RESOLUTION**

- 8.1 **Force Majeure** – If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefore and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided that, in such event, such party shall use commercially reasonable efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible, to the extent that it is within its power.
- 8.2 **Dispute Resolution** – Unless specifically described herein to the contrary, the following provisions shall apply to the resolution of conflicts between the parties as they arise:
 - (a) the Member and the Commission agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after its expiration promptly and in an amiable manner by negotiations between the parties utilizing the individuals closest to the issues (provided that such individuals have the actual authority to implement such resolution);
 - (b) the Member and the Commission shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation and arbitration, unless and until this Agreement is lawfully terminated according to its terms; and
 - (c) if a dispute cannot be resolved by the designated representatives within a time period that is reasonably satisfactory to the party raising the issue under consideration, that party may refer the dispute to be resolved pursuant to the Dispute Resolution Procedure.

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

**ARTICLE 9
GENERAL**

9.1 Notices – Whether or not so stipulated herein, all notices, communication, requests and statements (the “**Notice**”) required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in Subsection (c) below; or
- (b) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day of the recipient; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received six (6) days after the date is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption, shall be deemed to have been received unless actually received.

Notices to be given pursuant to this Agreement shall be addressed to the parties as follows:

Town of Blackfalds
5018 Waghorn Street
P.O. Box 220
Blackfalds, Alberta T0M 0J0
Attention: Chief Administrative Officer
Facsimile: 403-885-4610

North Red Deer Regional Wastewater Services Commission
5432 56 Avenue
Lacombe, Alberta T4L 1E9
Attention: NRDRWWSC Chief Administrative Officer
Facsimile: 403-782-5655

North Red Deer Regional Wastewater Services Commission Supply of Services Agreement

Or to such other address as each party may from time to time direct in writing in accordance herewith.

- 9.2 Governing Law** – This Agreement shall be construed and governed by the Laws of the Province of Alberta and the Laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta, subject to Section 8.2.
- 9.3 Time of Essence** – Time shall be of the essence of this Agreement, provided always that this provision shall not in any way alter, amend, or shorten any of the notice, remediation and/or rectification periods provided for within this Agreement including, without restriction, those provided for within Section 7.1 of this Agreement.
- 9.4 Headings** – The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only, and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.
- 9.5 Relationship Between Parties** – Nothing contained herein shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership, employer and employee, or joint venture between parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent service agreement between two parties at arm's length.
- 9.6 No Authority** – Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in a manner whatsoever.
- 9.7 Further Assurances** – The parties and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
- 9.8 Amendments** – This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
- 9.9 Waiver** – No consent or waiver, expressed or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either part to complain of any act or failure to act or failure to act of the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 9.10 Counterparts** – This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original and such counterparts shall constitute the one and

North Red Deer Regional Wastewater Services Commission Supply of Services Agreement

same instrument and notwithstanding their date of execution shall be deemed to bear date as of the Effective Date.

- 9.11 Statutory Reference** – Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.
- 9.12 Unenforceability** – If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.
- 9.13 Survival** – The provisions contained in Section 4.1(g) (to the extent such obligations are due and outstanding as at the date of expiry or termination) Section 5.1, Section 6.2(g), and Section 9.2 shall survive the expiry or termination of this Agreement for the benefit of the party relying upon the same.
- 9.14 GST Exclusive** – All amounts payable by the Member to the Commission hereunder will be exclusive of any goods and services tax ("GST") payable thereon and the Member will, in addition to the amounts payable hereunder, pay to the Commission all amounts of GST applicable thereon.
- 9.15 Remedies General** – Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative. Notwithstanding any contrary provision of this Agreement, the Member shall not be liable in contract or tort (including without limitation for its own negligence) for any indirect, special, incidental or consequential damages caused by or resulting from its performance or failure to perform this Agreement, including by way of illustration and not of limitation, loss of use, down time or loss of profits, and such limitation on damages shall survive failure of an exclusive remedy.
- 9.16 Payment of Monies** – The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.
- 9.17 Singular, Plural and Gender** – Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

- 9.18 Binding Effect** – This Agreement shall endure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.
- 9.19 Termination of Agreement** – This Agreement may only be terminated by defaults or upon mutual consent of the Member and the Commission.
- 9.20 Assignment** – Neither party shall assign its interests in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, such consent not be unreasonably withheld.

North Red Deer Regional Wastewater Services Commission Supply of Services Agreement

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

TOWN OF BLACKFALDS

Per: Richard Poole

Per: [Signature]

NORTH RED DEER REGIONAL WASTEWATER SERVICES COMMISSION

Per: [Signature]

Per: [Signature]

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

SCHEDULE "A"

WASTEWATER QUALITY LIMITS, MONITORING AND REPORTING

A. Wastewater Quality and Quantity Limits

1. Subject always to the Commission's Service Standards and Requirements, as amended from time to time which shall reflect the standards and requirements of the City of Red Deer, the Member shall not discharge Wastewater into the Commission Wastewater System;
 - (a) in excess of an amount of cubic meters per day of Wastewater that the Commission stipulates from time to time based upon capacity of the system and the Commission's ability to process the Wastewater, as communicated by the Commission by written notice to the Member;
 - (b) waters or wastes having pH lower than 6.0 or higher than 10.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, biological Wastewater treatment processes, and personnel of, the sewerage works;
 - (c) containing substances in concentrations exceeding the following parameters:

CONTAMINANTS	
Total Suspended Solids	4,800 mg/L
Biochemical Oxygen Demand (B.O.D.)	4,800 mg/L
Chemical Oxygen Demand (C.O.D.)	9,600 mg/L
Total Phosphorus	150 mg/L
Total Kjeldahl Nitrogen (T.K.N.)	400 mg/L
Oil & Grease – Animal and Vegetable	500 mg/L
Oil & Grease – Synthetic hydrocarbon	50 mg/L
Phosphates	100 mg/L
INORGANIC CONSTITUENTS	
Antimony	1.00 mg/L
Arsenic	1.00 mg/L
Barium	3.00 mg/L
B.E.T.X. (Benzene, Ethyl Benzene, Toluene, Xylene)	1.00 mg/L
Boron	1.50 mg/L
Cadmium	0.05 mg/L
Chromium	1.00 mg/L
Chlorinated Hydrocarbons	0.02 mg/L
Copper	0.50 mg/L
Cyanide	1.00 mg/L
Hydrocarbons	50 mg/L
Lead	1.00 mg/L
Manganese	1.00 mg/L

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

Mercury	0.10 mg/L
Nickel	0.50 mg/L
Phenolic Compounds	0.10 mg/L
Selenium	1.00 mg/L
Silver	1.00 mg/L
Sulphide	1.00 mg/L
Zinc	1.00 mg/L

- (a) containing lime slurry and residues;
- (b) containing any substance which, in the opinion of the Commission or AEP:
 - (i) is or may become harmful to any recipient water course or sewerage system or part thereof;
 - (ii) may interfere with the proper operation of the sewerage system;
 - (iii) may impair or interfere with any Wastewater treatment process; or
 - (iv) may become a hazard to persons, property, or animals.

The foregoing limits are in addition to the Commission's Service Standards & Requirements. In addition, Wastewater Quality and Quantity Limits will be in accordance Bylaw 3606/2018 of the City of Red Deer as may be updated from time to time.

2. Where the Member has discharged, caused, or permitted to be discharged into the Commission Wastewater System any Wastewater which does not comply with the foregoing limits and Commission's Service Standards & Requirements including, without restriction, in excess of the following limitations:

- (a) Suspended solids which exceed 300 mg/L; or
- (b) B.O.D. which exceed 300 mg/L; or
- (c) Oil and grease which exceeds 100 mg/L;

the Member shall be responsible for the additional rates or fees for treatment arising from such transgression or non-compliance, as well as any additional fines or costs incurred by the Commission.

B. Monitoring and Reporting

1. Where sampling is required for the purposes of determining the concentration of constituents in the Wastewater, the Commission shall be responsible for sampling and the sample may:
- (a) be collected manually or by using an automatic sampling device; and

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

- (b) contain additives for its preservation.
- 2. For the purpose of determining compliance with this Agreement, discrete Wastewater streams within premises may be sampled by the Commission or approved personnel, at the discretion of the Commission.
- 3. Any single grab sample may be used to determine compliance with any provision of this Agreement.
- 4. All tests, measurements, analyses and examinations of Wastewater, its characteristics or contents pursuant to this Agreement shall be carried out in accordance with standard methods and be performed by a laboratory accredited for analysis of the particular substance(s) using a method which is within the laboratory's scope of accreditation or to the satisfaction of the Commission and Member Municipality as agreed in writing prior to sample analysis.
- 5. If the Member Municipality discharged, caused, or permitted Wastewater to be discharged into the Commission's Wastewater system containing constituents exceeding the concentrations outlined in **Schedule "A"**, shall pay the volume and treatment charges set forth in **Schedule "C"**.
- 6. Should testing of the Wastewater being discharged into the Commission's Wastewater system be required for the purpose of determining the Wastewater surcharge rate, such sampling and testing shall be conducted by the Commission, or by the Member Municipality to the satisfaction of the Commission, using automated sampling devices or in accordance with the following manual sampling protocol:
 - (a) samples from the effluent produced at a location will be collected for a minimum of any two days within a seven day period;
 - (b) a minimum of four grab samples of equal volume shall be taken each day, such samples to be taken at least one hour apart;
 - (c) the analysis shall be conducted on a composite sample made of each day's grab samples; and
 - (d) The results of the foregoing tests shall be averaged to determine the characteristics and concentration of the effluent being discharged into the Commission Wastewater system.
- 7. The Member Municipality shall not, for the purpose of meeting any concentration limits set out in this Agreement, dilute any Wastewater intended to be deposited into the Commission Wastewater system.
- 8. When the Member Municipality discharges Wastewater contains constituents exceeding the discharge limits noted in **Schedule "A"**, the cost of all sampling and analysis shall be at the Member Municipality's expense.

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

SCHEDULE "B"

WASTEWATER QUANTITY LIMITS

1. **Annual Quantity** – subject to Section 2 of this Schedule, unless otherwise agreed to by the parties the Member's Annual Quantity shall consist of the Daily Quantity multiplied by 365 days (366 for any year of the Term which is a Leap Year)
2. **Annual Quantity Forecast**– for the purposes of allowing efficient use of the Commission Wastewater System, allowing better allocation all costs and to facilitate System planning and budgetary forecasts, the Annual Quantity of Wastewater for a calendar year will be determined or predetermined, as the case may be, as follows:
 - (a) The Member and the Commission will each prepare their own 5 year forecast for Wastewater services demand and submit this forecast for the purposes of allowing the capacity allocation to be reviewed and operating strategies or capital upgrades planned, accepted and implemented;
 - (b) Prior to July 31 (or such other date as the Commission may designate from time to time) in each year of this Agreement, the Member will provide to the Commission:
 - (i) a written forecast of the quantity of Wastewater which the Member reasonably expects to convey to the Commission's Wastewater System during each of the next five calendar years, and
 - (ii) engineering and other information supporting the forecasts, including the Member's projections on population, business and industrial growth within the Member Service Area.
 - (c) On or before June 30 (or such other date as the Commission may designate from time to time) of each year, the Member and the Commission will meet to review the Member's anticipated forecasts and other related matters affecting planning and operations, and will work together in good faith to reach agreement on the quantity that will be accepted as the Annual Quantity of Wastewater for each of the years covered by the most recent forecasts.
 - (d) If the Member and the Commission cannot reach agreement on the Annual Quantity forecast for any calendar year pursuant to section 2(a) and (b) of this Schedule, the Annual Quantity will be the greater of:
 - (i) the quantity as last agreed upon by the Member and the Commission for that year, or

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

- (ii) the maximum quantity recorded or reported in any year prior to the period in which an agreement as to forecast volumes for following years has not been reached.
- 3. **Forecast and Review** - each of the Commission and the Member will act reasonably in preparing and reviewing each forecast, and in all discussions and negotiations in relation to each forecast and the establishment of an Annual Quantity of Wastewater for each year. The Member will use its Best Efforts in the preparation of each forecast to ensure to the extent reasonably possible that it is not over-estimating or otherwise improperly assessing its projected Wastewater service needs.

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

SCHEDULE "C"

WASTEWATER RATES

1. **Wastewater Rate Components** – the Service Fee payable by the Member shall be composed of the following rate components, and further defined within this Schedule:

- (a) Monthly Charge; and
- (b) Overstrength Charges,
- (c) Minimum Allocation Charge, as defined below and only if applicable to the Member.

as established from time to time by the Commission. The Parties acknowledge and agree that the component charges of the Wastewater Rate may be amended from time to time by the Commission, resulting in revisions to the rate and fee payable by the Member.

The Minimum Allocation Charge is only charged to Lacombe County, and equals 16.5% of the total Commission annual debt payment, less any component of the debt paid by customers in Lacombe County, through the Monthly Charge. The charge is calculated as follows:

$$MAC = t - (v * r)$$

Where:

MAC = Minimum Allocation Charge

t=16.5% of total annual Commission debt repayment

v=Volume of actual usage by customers within Lacombe County, and

r = the portion of the Monthly Charge that is attributable to debt repayment

2. **Current Monthly Charge** – as of the date of this Agreement, the current monthly charge consists of a Wastewater fee is as follows:

\$1.87 per cubic meter, or as defined in the Commission's Rates & Fees
Bylaw

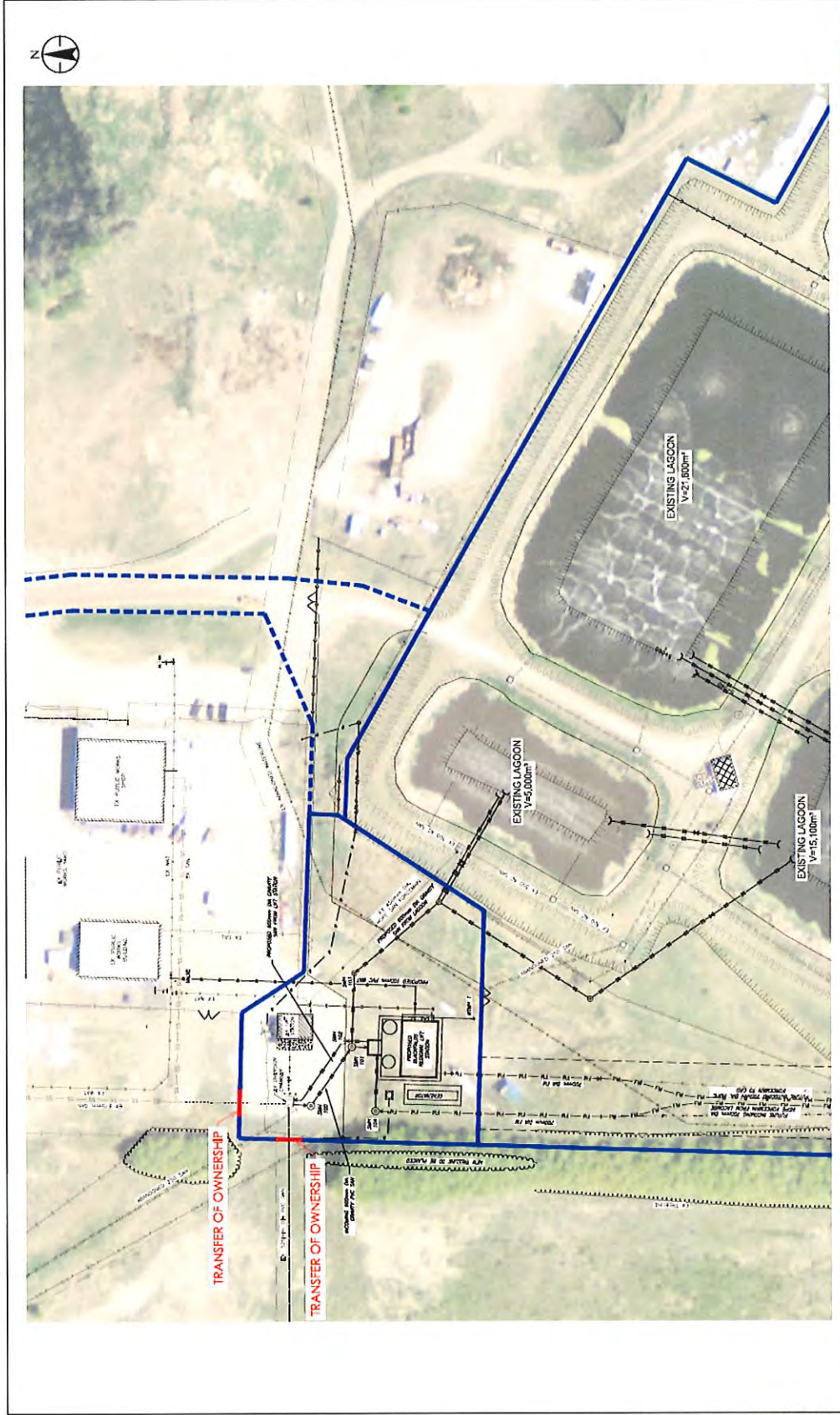
3. **Overstrength Charges and Costs** – in addition to the payment of the Base Monthly Charge and the Variable Charge as set forth above, the Member shall pay to the Commission

- (a) Overstrength Charges, if any, calculated in accordance with the Commission's overstrength rates and fees established from time to time (in the Commission's Rates & Fees Bylaw) within the Commission's Service Standards & Requirements; and
- (b) the actual cost of the Commission accommodating, handling, and disposing of the Overstrength Wastewater in accordance with all Applicable Laws including, without restriction, cost of remediating lagoons and other facilities that are materially and adversely affected by the presence of the Overstrength Wastewater but only limited to that amount that is a direct result of the presence of this Overstrength Wastewater, pursuant to the indemnity provisions of this Agreement.

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

4. The Commission will utilize the cost of service model as put forth by the American Water Works Association manuals of practice dealing with wastewater rates and charges, as revised and updated from time to time, and in accordance with the directives and findings of the Alberta Utilities Commission to determine rates.

SCHEDULE "D"
MEMBER SERVICE AREA



TRANSFER OF OWNERSHIP
LEASE AGREEMENT
BLACKFALDS REGIONAL LIFT STATION
NRDRWSC



**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

SCHEDULE "E"

DISPUTE RESOLUTION PROCEDURE

9. **Definitions** - In this Schedule, the following words and phrases have the following meanings:
- (a) **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;
 - (b) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
 - (c) **"Dispute"** means any disagreement or controversy between the Parties concerning any matter arising out of this Agreement;
 - (d) **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
 - (e) **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
 - (f) **"Mediator"** means the person appointed to facilitate the resolution of a Dispute between the Parties;
 - (g) **"Party"** means a party to the Agreement to which this Dispute Resolution Procedure is attached, and "Parties" means more than one of them; and
 - (h) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute who holds a senior position with a Party and who has full authority to settle a Dispute.
10. **Dispute Process** - In the event of any Dispute, the Parties agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:
- (a) first, by negotiation;
 - (b) second, by way of Mediation; and
 - (c) third, by Arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the parties within Agreement to which this Schedule is attached.

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

- 11. Negotiation** - A Party shall give written notice ("**Dispute Notice**") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of receipt of the Dispute Notice, the negotiation shall be deemed to have failed.
- 12. Mediation** - If the Representatives cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice ("**Mediation Notice**") specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within sixty (60) days from the date of receipt of the Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.
- 13. Arbitration**
- (a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the Dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties may provide the other Party with written notice ("**Arbitration Notice**") specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;
 - (b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc. unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail;
 - (c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00; or
 - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.
 - (d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
 - (e) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

14. **Participation** - The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that litigation may have commenced as contemplated in this Schedule.
15. **Location** - The place for Mediation and Arbitration shall be the Commission Administration Center unless otherwise agreed upon.
16. **Selection of Mediator and Arbitrator** - If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience, and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.
17. **Costs** - Subject to clause 5(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.
18. **Disclosed Information** - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.
19. **Litigation and Limitations Act** - No Party shall commence litigation concerning the Dispute until the negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the negotiation and Mediation processes, the limitation periods set forth in the Limitations Act (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.

**North Red Deer Regional Wastewater Services Commission Supply of Services
Agreement**

- 20. Confidentiality** - The Parties agree that there is a real risk that substantial damage to a Party's commercial interests may result if Disclosed Information or Confidential Information is obtained by third parties because a Dispute becomes the subject matter of litigation. The Parties agree not to contest or oppose, directly or indirectly, an application by a Party to the court, that the court's file relating to such litigation, including this agreement and supporting financial information, be sealed upon commencement of the litigation.

THIS FACILITY GROUND LEASE AGREEMENT MADE THIS 3 DAY

OF JULY, 20 .

BETWEEN:

Town of Blackfalds
Province of Alberta

(the "Town")

- and -

North Red Deer Regional Wastewater Services Commission
(the "Commission")

LIFT STATION/LAGOON FACILITY GROUND LEASE AGREEMENT

IN CONSIDERATION of the mutual covenants and agreements contained in this Facility Ground Lease Agreement ("Lease"), the receipt and sufficiency of which consideration is acknowledged by the Town and the Commission, the Parties agree as follows:

1. Lands

- 1.1 The Town is registered owner of those lands in the Province of Alberta legally described as:

Part of Lot F
NW 1/4 SEC 23 TWP 39 RGE 27
West of the 4th Meridian
As per the attached diagram

(the "Lands")

- 1.2 On the Lands is situated a **Lagoon/Lift Station** of approximately **4.71 hectares** as more particularly shown as the shaded shown area on Schedule "A" hereto which the Commission wishes to lease from the Town on the terms of this Agreement and additionally that area labelled as the "proposed access r/w" on Schedule "A" (herein the "**Leased Area**").

2. Term and Rent

- 2.1 The Commission shall lease the Leased Area for a Ninety-nine (99) year term commencing on **July 1, 2018** and terminating on **June 30, 2117** unless renewed, extended or terminated as per this Agreement

- 2.2 The Commission shall pay an annual rent of **One (\$1.00)** Dollar for the original term of this Lease which rent shall be prepaid in full by the payment of \$99.00 to be payable on the execution of this Agreement.
- 2.3 If a Court or Governing body of competent authority determines that the length of this lease is contrary to Law, the Parties agree that the lease term as set by such Authority shall prevail and the Lease continue on that basis.

3. Renewal

- 3.1 The Commission shall have the option to a renewal of this Lease if it is not in default under this Lease for a further term of Ninety-nine Years from the date the term of this Lease expires, on the identical terms and conditions, including the rent. The Commission shall notify the Town in writing not less than 90 days before the expiry of the term of this Lease of its intention to renew failing which the option to renew shall be null and void.

4. The Commission's Covenants with the Town:

- 4.1 The Commission will not, without having obtained permission of the Town in writing, whose permission may be withheld arbitrarily in the Town's sole discretion, use the Leased Area for any purpose other than the operation of a wastewater storage or treatment site and all other usage reasonably related to or connected with this operation.
- 4.2 The Commission shall promptly comply with any statutes, ordinances, by-laws, rules, order or regulations issued by any competent provincial, municipal or federal government authority or by any insurance organization on account of, or applying to, the occupancy of the Leased Area.
- 4.3 If any laws, directions, orders, rules, regulations or by-laws require any changes to the Leased Area, the Commission shall, at its sole expense, pay for the required changes after first obtaining Town's consent to the proposed changes.
- 4.4 The Commission will not, without having obtained permission of the Town in writing, whose permission may be withheld arbitrarily in the Town's sole discretion, assign or sublet its interest, or any part of its interest, under this Lease. Any assignment of this Lease shall not relieve the Commission from the covenants and agreements contained in this Lease, notwithstanding the assignment. An approved assignee must covenant with the Town to be bound by this Lease.
- 4.5 The Commission shall, at its cost, obtain and maintain comprehensive general liability insurance in accordance with industry standards, in no event less than a minimum of \$5,000,000.00 per occurrence, for the mutual benefit of the Town and the Commission, against claims for personal injury, death or property damage arising in or upon the Leased Area. Any insurance maintained shall note the Town as an additional named insured, and each policy shall be fully exhausted before calling into contribution any other insurance available to the Town. Any insurance policy shall be without rights of cross claim or subrogation against the Town. Proof of insurance must be provided to the Town with a

provision that the insurer will not cancel the insurance without first giving at least sixty (60) days' notice to the Town of any breach by the Commission. The Commission shall, at its cost, obtain and maintain automobile liability insurance and environmental impairment liability insurance covering all activities upon the Leased Area, and "all risks" property insurance on the facilities and any property owned by the Commission. Without limiting the generality of the foregoing, the Commission shall obtain, at its sole cost, any other form of insurance as the Town or Commission may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant under similar circumstances would insure.

- 4.6 The Commission may register this Lease at Land Titles Office by filing a Caveat.
- 4.7 Unless otherwise specifically provided for in this Lease, the taking of possession shall be conclusive evidence as against the Commission that at such time the Leased Area were in good and satisfactory condition on an "as is, where is" basis.
- 4.8 The Commission will be responsible and required to pay for all associated cost of improvements that may arise under current or future bylaw infringements, future local improvements or provincial/federal enforcement orders resulting within the lease lands.
- 4.9 The Commission shall maintain, operate and keep the Leased Area and the Lift Station and Lagoon in good order, condition and repair as would a careful and prudent owner during the term of this Lease. The Commission shall be responsible for periodically repairing, reconstructing or replacing any portions of the Lift Station and Lagoon as necessary due to age, obsolescence, wear and tear or inefficiency.
- 4.10 The Commission will take on the liability of any failure to comply with then applicable environmental laws or Alberta Environment and Parks (or its successor entity) rules and will be the sole responsibility of the Commission who will indemnify the Town in respect of the same for the Lagoon.
- 4.11 The Commission shall be responsible for any and all improvements constructed upon or installed in the Leased Area by the Commission with the approval of the Town in its sole discretion prior to being commenced and must be in accordance with all relevant laws and permitting requirements. Upon the expiry of the Lease or earlier termination, the Town may require the removal of the Commission, any improvements constructed upon or installed upon the Leased Area and/or the restoration of the Leased Area to the same condition that the Leased Area was in prior to the installation of the improvements. Additionally, should any improvements remain upon the Leased Area at the expiry of the Lease, at the discretion of the Town, these improvements shall become the property of the Town.
- 4.12 The Commission shall, during the term of this Lease or any renewal thereof, be responsible for all business, sales, machinery, equipment and all other taxes and assessments, including school taxes and improvement taxes, utilities, charges and rates, as well as permit or license fees, as well as those property, business, sales or income taxes arising from or related to the Commission's use and lease of the Leased Area.
- 4.13 The Commission covenants not to permit any construction, mechanics' or other liens,

mortgages, or conditional sales contracts to be registered against title to the Leased Area. Whenever and so often as any such lien, mortgage or contract shall be registered on title or claim be filed, the Commission shall within sixty (60) days after the Commission has notice of the claim, lien, mortgage or contract, procure the discharge thereof by payment or by giving security therefor in such other manner as is or may be required or permitted by law. The Town shall have the right, but not the obligation to procure the discharge as aforesaid whereupon all sums paid by the Town to procure the discharge, as well as all the Town's costs including legal fees on a solicitor and client basis, shall be repaid forthwith upon demand by the Commission. Notwithstanding the foregoing, the Commission may contest the validity of any such lien, provided the Commission shall first either obtain an order from a Court of competent jurisdiction discharging the lien or encumbrance from the title to the Leased Area by payment into Court, or furnish to the Town against all loss or damage which the Town might suffer or incur thereby, security satisfactory to the Town in format and amount.

5. Environmental Obligations

- 5.1 Without limiting any other provision of the Lease including Section 4.10 hereof, the Commission agrees to comply in all respects with all laws, ordinances, rules and regulations relating to the storage, transport, use or disposal of toxic and hazardous material (hereinafter called "**Hazardous Substance**"), including specifically, without limitation, the *Waste Control Regulation, Environmental Protection and Enhancement Act, Canadian Environmental Protection Act, the Clean Air Act, and the Workplace Hazardous Materials Information System* legislation. The Commission agrees to indemnify and hold the Town harmless from and against any and all claims, losses, costs, damages, liabilities, civil fines and penalties, criminal fines and penalties, expenses (including legal costs on a solicitor and his own client full indemnity basis), cleanup costs or other injury resulting from or arising out of the Commission's (including employees, contractors and agents) failure to comply with the foregoing sentence. The Commission agrees to post and keep posted in a prominent location of the working area of the Leased Area any memorandum or bulletin from the Town concerning Hazardous Substances. The foregoing indemnity shall survive the termination of the Lease, any subsequent renewals and shall continue until the applicable statute of limitation runs out.
- 5.2 Excepting the presence of any wastewater that is stored or treated on the Leased Area which composition of wastewater is within all applicable laws in force from time to time, in which case the Town expressly consents to the presence thereof, the Commission shall not cause or permit any Hazardous Substance, as defined or declared to be such pursuant to any environmental laws, to be brought upon, kept or used in or about the Leased Area or any part thereof without the prior written consent of the Town, which consent will not be unreasonably withheld if the Commission demonstrates to the Town's reasonable satisfaction that the Hazardous Substance is reasonably necessary for the Commission's permitted use of the Leased Area and that it will be used, kept, stored and disposed of in a manner that complies with all environmental laws regulating the Hazardous Substances.
- 5.3 The Commission shall at the Commission's own expense comply with all environmental laws regulating the manufacture, use, storage, transportation and disposal of Hazardous Substances and shall make, obtain and deliver all reports and studies required by any authority.

- 5.4 The Commission shall not cause or permit any Hazardous Substance, as defined or declared to be such pursuant to any environmental laws, to be brought upon, kept or used in or about the Leased Area or any part thereof without the prior written consent of the Town, which consent will not be unreasonably withheld if the Commission demonstrates to the Town's reasonable satisfaction that the Hazardous Substance is reasonably necessary for the Commission's permitted use of the Leased Area and that it will be used, kept, stored and disposed of in a manner that complies with all environmental laws regulating the Hazardous Substances.
- 5.5 The Town may at any time and from time to time inspect the Leased Area and the Commission's records for the purpose of identifying the existence, nature and extent of any Hazardous Substance on the Leased Area and the Commission's use, storage and disposal of any Hazardous Substance, and the Commission agrees to cooperate with the Town in its performance of such inspection. If the Town, acting reasonably, determines following any such inspection that further testing or investigation is required in order to monitor the Commission's compliance with any environmental laws, the Town may at its option require the Commission, at its expense, to arrange for such testing or investigation, or may arrange for such testing or investigation itself, in which case the Town's cost of any such testing or investigation shall be paid by the Commission to the Town forthwith upon demand thereof.
- 5.6 If any authority shall require the cleanup of any Hazardous Substances held, released, spilled, abandoned or placed upon the Leased Area or released into the environment by the Commission in the course of the Commission's operations or as a result of the Commission's use or occupancy of the Leased Area, then the Commission shall at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by authorities and carry out and complete the work required, provide to the Town full information with respect to proposed plans and the status from time to time of its cleanup work and comply with the Town's reasonable requirements with respect to such plans.
- 5.7 If the Commission creates or brings to the Leased Area any Hazardous Substance or if the conduct of the Commission's operations shall cause there to be any Hazardous Substance at the Leased Area then, notwithstanding any provision in this Lease or rule or law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Commission and shall not become the property of the Town notwithstanding the degree of affixation to the Leased Area of the Hazardous Substance or the goods containing the Hazardous Substance, and notwithstanding the expiry or early termination of the Lease.
- 5.8 Upon the expiration or early termination of the Term, the Commission at its sole expense shall comply with all environmental laws that are in place as may exist at that respective time, governing the wastewater lagoon, with respect to reclamation of the wastewater lagoon at the time.

6. Reclamation Obligations

- 6.1 Upon the expiry of the Lease or the early termination thereof, the Commission shall, within

no longer than eighteen (18) months of the date of early termination of the Lease or the expiration of the Term, without limiting the generality of anything contained herein:

- (a) comply with all environmental obligations with respect to closure and remediation obligations of any wastewater lagoon as imposed by all applicable authorities at the time;
- (b) submit a reclamation plan to the Town to obtain its approval, as the lessor of the Leased Area, which approval shall be granted by the Town, acting reasonably;
- (c) in the event of any ambiguity or discrepancy as contained in this Agreement or in any applicable law as applicable, the Commission shall comply with the obligation that is more restrictive or onerous;

6.2 Without limiting Section 6.1, the Commission acknowledges that the Commission shall provide to the Town, for the Town's written approval, a proposed closure plan that sets forth sufficient detail as to the Commission's plans for its closure and reclamation obligations of the lagoon and the Leased Area. This proposed closure plan shall provide such detail as the Town reasonably requires, such that the Town is able to determine with reasonable certainty what steps, in sequential order, that the Commission will embark upon and when the aforesaid steps will be embarked upon to achieve the Commission's obligations in Section 6.1. This plan shall be provided by the Commission to the Town prior to the Lease Commencement Date. The Commission will provide written updates to the Town with respect to any revisions to the proposed closure plan.

7. Indemnity

7.1 The Commission shall indemnify and hold harmless the Town, including all employees, councilors, administrators, insurers and contractors, from all costs, liabilities, claims, damages or expenses, including without limitation, any claims for personal injury, death or property damage, arising out of any work done by or on behalf of the Commission or any act, neglect or omission of the Commission or its employees, agents, contractors, invitees, concessionaires or licensees in or about the Leased Area, or due to or arising out of any breach by the Commission or any provision in this Lease, including all expenses incurred in connection with any claim, action or proceedings brought. These expenses will include the Town's legal costs on a solicitor and his own client full indemnity basis; as well, cover any losses suffered as a result of the Lease and the Commission's use and occupation of the Leased Area (including any environmental liabilities), in addition to the existing indemnity provisions. This indemnity is to survive the termination of the Lease indefinitely.

8. Termination of Lease

8.1 The parties may terminate this Lease by written agreement. For absolute certainty, the Town shall be entitled to terminate this Lease, without cause or without the Commission having defaulted on its obligations to the Town, by the provision of no less than sixty (60)

months to the Commission.

9. Town's Covenants with Commission:

- 9.1 Upon Commission paying the rents and performing and observing the terms, covenants and conditions set out in this Lease it shall and may peaceably and quietly enjoy the Leased Area for the term of this Lease or any renewal thereof without any interruption, hindrance or disturbance by Town or any other person(s) making a claim under it.
- 9.2 It is agreed that the Town's current or future use of the remainder of the Lands shall not interfere with the operation of the Commission on the Leased Area unless necessary planned or emergency interference is required by the Town. In this event, the Town shall communicate to the Commission its plan to mitigate the change in use in a timely manner.
- 9.3 The Town shall at all times during the currency of this Lease grant to the Commission unlimited and unrestricted access over the balance of the Lands to the Leased Area at no additional cost to the Commission unless in emergency or planned access closure is communicated.

10. Default and Remedies

10.1 Events of Default

- (a)** Any of the following in this Section 10.1(a) shall constitute an "**Event of Default**":
- (i) the Commission fails to pay when due and fails to pay within thirty (30) days any amounts that may be payable to the Town herein;
 - (ii) any Hazardous Substances are deposited on the Leased Area during the Term of this Lease and the Commission fails to comply with its covenants and obligations under this Lease with respect to the removal or clean-up of such Hazardous Substances or fails to comply immediately with any order or directive issued by any governmental authority, including the municipal authorities constituting the Town, to remove or clean up any and all Hazardous Substances located on the Leased Area, subject always to the right of the Commission to exercise any statutory right of appeal which has the effect of staying any order to clean up such Hazardous Substances located on the Leased Area;
 - (iii) if the Commission shall make a general assignment for the benefit of its creditors, shall be declared to be bankrupt, shall file a petition in bankruptcy or insolvency or for any readjustment of debts or creditor's arrangement, or shall make a proposal under the *Bankruptcy and Insolvency Act* (Canada), or shall take advantage of any legislation for the relief of bankrupt or insolvent debtors in respect of its debts;
 - (iv) if a receiver, receiver and manager, custodian, or any official having similar powers shall be appointed with respect to property on the Leased Area, or

the property, business or affairs of the Commission;

- (v) steps are taken or proceedings are instituted for the dissolution, winding up, or other termination of the Commission's existence or the liquidation of its assets;
- (vi) if any execution, attachment, or other process or action shall be issued or commenced against the Commission or any encumbrance or creditor shall take any action or proceeding whereby any of the Improvements on the Leased Area or any portion thereof or any interest of the Commission in the Leased Area shall be taken or seized;
- (vii) a report or statement required from the Commission under this Lease is false or misleading in a material respect and such breach is not rectified within thirty (30) days of written notice from the Town of such breach; or
- (viii) the Commission breaches or fails to observe, perform, or fulfill any of the terms, covenants, or conditions of this Lease, on the Commission's part to be observed, performed or fulfilled, and such default shall continue, for thirty (30) days after the date of written notice from the Town to the Commission specifying the nature of the breach or default (or such breach or default would reasonably require more than thirty (30) days to rectify), the Commission has not commenced rectification within such thirty (30) day period and thereafter has not promptly and diligently and continuously proceeded with the rectification of the breach. Notwithstanding this ninety thirty (30) right of rectification, the Commission acknowledges that it has no right to rectify an Event of Default in Section (iii), (iv) or (vi) and upon an occurrence of one of the foregoing Events of Default, the Town may immediately avail itself of its remedies. The Commission covenants to advise the Town as soon as possible if an Event of Default in Section (iii), (iv) or (vi) has occurred.

(b) If an Event of Default occurs, without limiting the generality of anything contained herein, the Town may at its option, such option exercised by the Town acting reasonably, declare a default on the part of the Commission to the Town, but without notice, forthwith enter upon and take possession of the Leased Area or any part thereof. The Town may seize and sell such goods, chattels and equipment of the Commission as are in or on the Leased Area. Any such sale may be effected in the discretion of the Town either by public auction or by private sale and either in bulk or by individual item or partly by one means and partly by another, all as the Town in its sole discretion may decide.

(c) If an Event of Default occurs, without limiting the generality of anything contained herein, the Town shall be entitled to declare the Term ended and this Lease terminated by written notice to the Commission and thereupon this Lease and everything herein contained and the estate hereby granted shall absolutely cease, determine, and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken provided the Town shall nevertheless be entitled to recover from the Commission all sums recoverable pursuant to this

Lease.

10.2 Re-Entry by the Town

- (a)** Should the Town re-enter as provided herein, it may either terminate this Lease or it may (without any obligation to so do) without terminating the Commission's obligations under this Lease, undertake such excavation, restoration, reclamation and rehabilitation work on or in respect to the Leased Area considered necessary by the Town all at the sole cost and expense of the Commission in the event the Commission fails to make such excavations, restorations, reclamation and rehabilitation in accordance with its covenants and obligations under the Lease.
- (b)** No re-entry by the Town will be construed as forfeiture or an election on its part to terminate this Lease unless a written notice of such intention is given to the Commission, any rule of law or equity to the contrary notwithstanding. Despite a re-letting without termination, the Town may at any time thereafter elect to terminate this Lease for any previous Event of Default.

10.3 Termination of Lease

Should the Town at any time terminate this Lease for any Event of Default, then, in addition to and without prejudice to any other remedies the Town may have, it may recover from the Commission all damages it may incur by reason of the Event of Default including:

- (a)** all costs and expenses payable by the Commission pursuant to this Lease until the date of re-entry or termination, whichever is later; and
- (b)** all expenses which the Town may incur or has incurred in connection with the re-entering or terminating and re-letting or collecting sums due or payable by the Commission or realizing upon assets seized including reasonable brokerage expenses, legal fees, and disbursements on a solicitor and his own client basis, the expense of keeping the Leased Area in good order and the costs of excavating, restoring, reclaiming and rehabilitating the Leased Area,

all of which amounts will be immediately due and payable by the Commission to the Town upon demand. The Town agrees to use its reasonable efforts to mitigate the damages it may incur by reason of an Event of Default by the Commission.

10.4 If legal proceedings are brought for recovery of possession of the Leased Area because of an Event of Default by the Commission, the Commission will pay to the Town its expenses, including its full legal fees and disbursements (on a solicitor and his own client full indemnity basis).

10.5 The remedies under this Lease are cumulative. No remedy is exclusive or dependent upon any other remedy. Any one or more remedies may be exercised generally or in combination. The specifying or use of a remedy under this Lease does not limit rights to use other remedies available at law or in equity generally.

10.6 In addition to all other remedies the Town may have by this Lease at law or in equity, if the Commission defaults in any of its obligations hereunder, the Town may at its option

perform any such obligation after thirty (30) days' written notice to the Commission and in such event the cost of performing the obligation plus an administrative charge of twenty percent (20%) of this cost, shall be payable by the Commission to the Town as Additional Rent, together with interest at the Stipulated Rate of Interest calculated from the date of the performance of the obligation by the Town forthwith upon demand. On default of this payment, the Town shall have the same remedies as on the default of payment of Rent.

11. Notices

- 11.1 All payments and notices made in accordance with the provisions of this Agreement shall be deemed to have been made or given if personally delivered or mailed by prepaid registered mail to the addresses set out below:

To the **Town** at Box 220, 5018 Waghorn St, Blackfalds, AB T0M 0J0

To the **Commission** at 5432 56 Avenue, Lacombe, AB T4L 1E9

- 11.2 Any payment or notice so delivered shall be deemed to have been received on the date of delivery and any payment or notice so mailed shall be deemed to have been received on the fifth day after posting same. If normal mail service is interrupted for any reason, any notice shall be personally delivered.
- 11.3 If a party has provided a facsimile number above, any notice may be given by facsimile transmission directed to the party to whom it is addressed at that party's facsimile number and any notice so transmitted shall be deemed received by the addressee on the date of transmission.

12. Dispute Resolution

- 12.1 If a dispute or differences arise between the parties, whether it be with respect to interpretation of this Agreement or to any act or omission of either party or to any act which ought to be done by either party, and the parties are unable to resolve the matter between themselves, the parties agree that:

- (a) They shall attend with an accredited mediator for non-binding mediation and the parties shall equally share mediation costs;
- (b) If mediation fails, they shall attend with a single arbitrator appointed pursuant to the provisions of the *Arbitration Act* (Alberta). Any determination made by an arbitrator shall be final and binding upon the parties. The costs of arbitration shall be paid as directed by the arbitrator.

13. Interpreting and Implementing this Lease

- 13.1 The parties confirm and ratify the matters contained in the recitals of this Lease and all schedules attached to this Lease and agree that the recitals and schedules are expressly incorporated into and form part of this Lease. The headings in this Lease have been inserted for reference only and do not define, limit or enlarge the scope or meaning of any

provision in this Lease.

- 13.2 The rights, remedies, powers and privileges contained in this Lease are cumulative and are not exclusive of any rights, remedies, powers and privileges provided by law.
- 13.3 If any provision of this Lease is or shall become invalid or unenforceable to any extent, that provision is severed and the remainder of this Lease shall be unaffected thereby and each remaining provision shall be valid and shall be enforceable to the fullest extent permitted by law. If conflicts arise between provisions in this Lease and any collateral or supplemental agreements, the provisions in this Lease shall prevail.
- 13.4 No waiver of any breach of any provision of this Lease shall be effective or binding unless made in writing and signed by all affected parties. Any waiver of any default committed by a party to this Lease in the observance or performance of any obligation shall in no way extend to or be taken to affect any other default. Failure by an affected party to complain of any act or failure to act or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the affected party's rights under this Lease.
- 13.5 This Lease, including any attached Schedules, constitutes the entire agreement between the parties with respect to the subject matter of this Lease and cancels and supersedes any prior understandings and agreements between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly described in this Lease.
- 13.6 No modification or amendment to this Lease shall be valid or binding unless made in writing and executed by all of the parties.
- 13.7 The parties agree to sign all documents and do all such things as may be necessary to completely and effectively carry out the provisions of this Lease.
- 13.8 If either party shall be successful in enforcing against the other any legal or equitable remedy for a breach of any term of this Lease, then the successful party shall recover the full reasonable expense and legal fees on a solicitor/client basis from the non-prevailing party.
- 13.9 Wherever the singular, plural, masculine, feminine or neuter is used in this Lease, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the fact or context so requires. Any and all provisions contained in this Lease shall be construed to be joint and several when applicable to more than one party.
- 13.10 This Lease shall ensure to the benefit of and be binding upon the parties and their respective Councils or Board of Directors, successors and assigns.
- 13.11 This Lease shall be governed by and construed in accordance with the laws of the Province of Alberta.
- 13.12 Time shall be of the essence of this Lease.

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

Town of Blackfalds:



Mayor

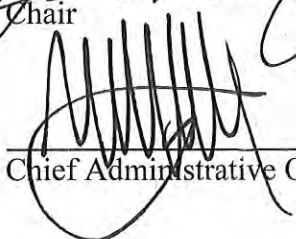


Chief Administrative Officer

North Red Deer Regional Wastewater Services Commission:

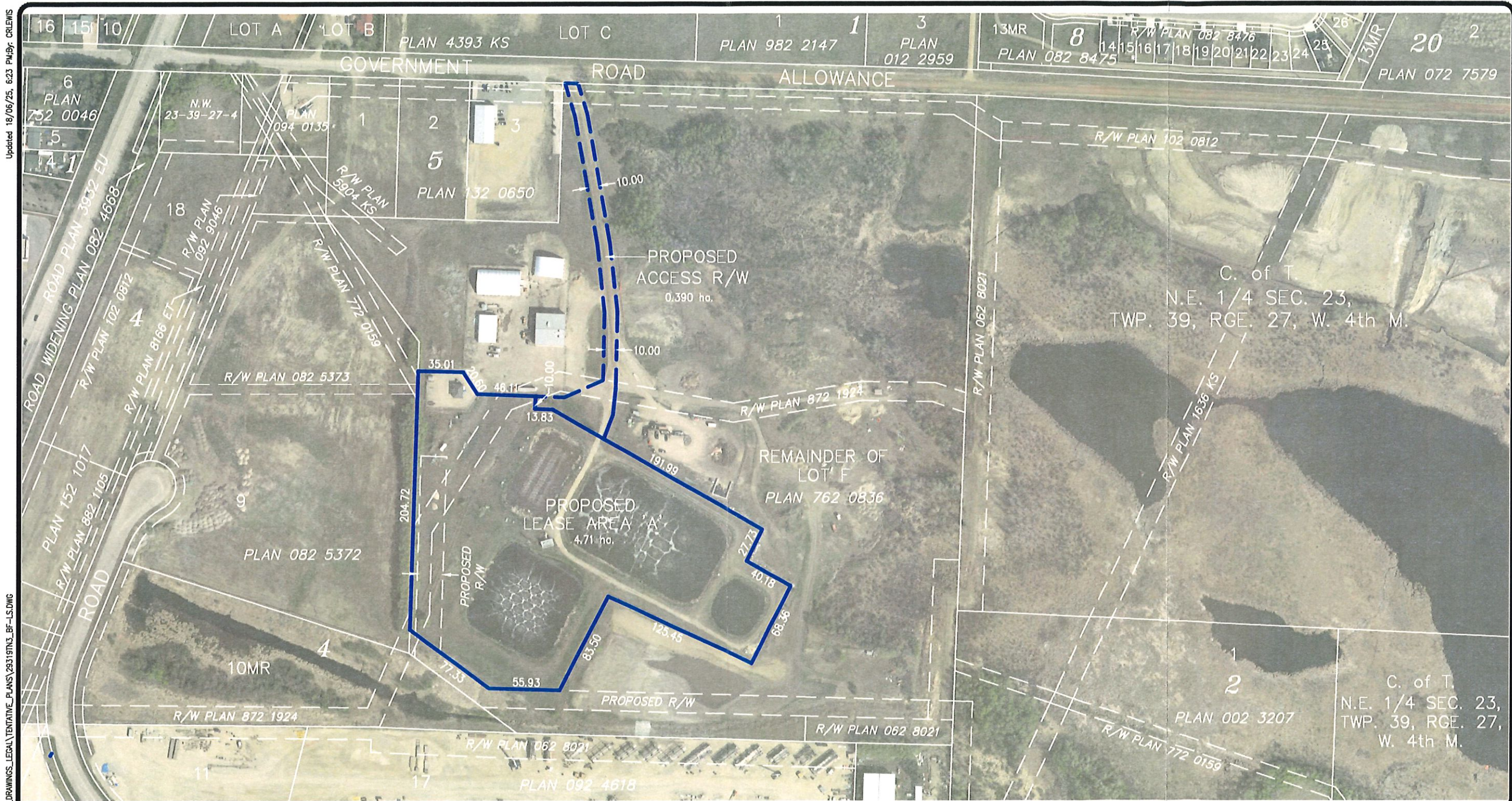


Chair



Chief Administrative Officer

SCHEDULE "A"
LAGOON/LIFT STATION LEASED AREA



Town of Blackfalds
Tentative Plan of Proposed Lease
of
Lot F, Plan 762 0836
all within the
N.W. 1/4 SEC. 23, TWP. 39, RGE. 27, W. 4th M.

NOTE:
-Area to be leased is outlined thus:  containing 4.71 ha.
-Area for access R/W is outlined thus:  containing 0.390 ha.



Prepared for:
NRDRWWSC

DRAWN BY: CL
CHECKED BY: DK
SCALE: 1:3000
PROJECT #: 113929319



JUNE 25, 2018

Updated 18/06/25, 6:23 PM By: CREWIS

V:\1139\ACTIVE\113929319\OSD_DRAWINGS_LEGAL\TENTATIVE_PLANS\29319\N2_BF-LS.DWG

July 3, 2019

Town of Blackfalds
P.O. Box 220
5018 Waghorn Street
Blackfalds, Alberta T0M 0J0
Attention: CAO, Myron Thompson

Dear Mr. Thompson,

RE: Lease Agreement, Membership Agreement, Supply of Service Agreement

The NRDRWWSC approved at the regular Commission meeting held on April 8, 2019, the Lift Station/Lagoon Lease Agreement, the North Red Deer Regional Wastewater Services Commission Membership Agreement, and the North Red Deer Regional Wastewater Services Commission Supply of Services Agreement.

Enclosed is a copy of each Agreement, fully executed for the Town of Blackfalds' records.

As always, please let me know if you have any questions.

Sincerely,



Denise Bellabono
Executive Assistant, Planning & Operations Services
City of Lacombe
P: 403-782-6666ext211
E: dbellabono@lacombe.ca

Encl.



**North Red Deer Regional
Wastewater Services Commission**

5432 - 56 Avenue
Lacombe, AB T4L 1E9
Tel: (403) 782-1254
Fax: (403) 782-5655
mgoudy@lacombe.ca

MEETING DATE: September 21, 2026

PREPARED BY: Jolene Tejkl, Planning & Development Manager

PRESENTED BY: Jolene Tejkl, Planning & Development Manager

SUBJECT: **Bylaw 1361.26 - Increasing the Authority of the Development Officer (First Reading)**

BACKGROUND

In anticipation of eventually dismantling the Municipal Planning Commission (MPC) to significantly reduce Development Permit Application processing timelines for applications that must be decided upon by the MPC, the Standing Committee of Council (SCC) unanimously passed the following resolution at their August 17, 2026, meeting:

076/26 Councillor Twerdoclib moved That Standing Committee of Council refer the matter to Administration to prepare amendments to the Land Use Bylaw to increase the authority of the Development Officer and bring the proposed amendments forward for Council's consideration at a future Regular Meeting of Council.

CARRIED UNANIMOUSLY

DISCUSSION

At the August 17, 2026, meeting, the SCC was advised that immediately dismantling the MPC is not feasible because Administration will need some time to prepare the necessary Land Use Bylaw (LUB) amendments and update internal practices in preparation. In the meantime, amendments have been identified to the LUB that will significantly reduce, if not entirely eliminate, the number of applications going before the MPC in the latter part of 2026. The intention is to dismantle the MPC in its entirety by the October 2027 Organizational Meeting.

The Planning & Development Department advised SCC that the Town's LUB currently requires every Development Permit Application for a Discretionary Use in all Commercial, Industrial, and public use Districts, along with all Home Based Business 3's to go to the MPC for a decision. In addition, the LUB restricts the variance powers Development Officers have authority to decide upon to 17% of the development standards.

By amending the LUB to allow the Development Officer to render decisions on all Development Permit Applications and increase the variance powers of the Development Officer from 17% to 50%, it will expedite the processing timelines of these applications. As such, Bylaw 1361.26 has been crafted in response to the SCC's motion; the following amendment numbers correspond to the amending Bylaw 1361.26:

Amendment Number	Rationale
Amendments 2.1 and 2.2	The LUB currently requires all Discretionary Use applications in Land Use Districts other than Residential to be considered by the MPC.

	The Development Officer must also refer all Home Based Business 3 applications to the MPC for a decision. This amendment proposes to increase the Development Officer's authority to make a decision on all Discretionary Use applications regardless of the Land Use District, including Home Based Business 3's.
Amendment 2.3	The LUB currently allows the Development Officer to approve up to a maximum of a 17% variance to any development standard. Amendment 2.3 proposes to significantly increase this variance threshold the Development Officer can consider to 50% of the development standard.
Amendment 2.4	Amendment 2.4 reflects the proposed increase in variance threshold the Development Officer can decide upon to state that any variance over and above the 50% variance threshold must be referred to the MPC.
Amendment 2.5	The LUB currently has different variance thresholds the Development Officer can consider for signs, which this amendment is proposing to remove. If this amendment is successful, signs will be subject to the same increased variance threshold as all other uses, which is proposed to be 50% (up from 17%).

The Planning & Development Department is comfortable with these proposed amendments because there is no reason why the Development Officer's cannot make decisions on all Discretionary Use applications and exercise their discretion on all applications for variances. There is sufficient guidance within the LUB to assist the Development Officer's in making responsible decisions on these types of applications. If the Development Officer receives an application that becomes contentious or would be better decided upon in an open meeting, they will still have the option to refer the application to the MPC for the time being.

STRATEGIC PLAN ALIGNMENT / OTHER MASTER PLAN ALIGNMENT



**Economic Vitality and
Community Prosperity**



**Community Life,
Safety, and Inclusion**



**Leadership,
Engagement and
Advocacy**



**Sustainable Services
and Infrastructure**

- **Economic Vitality and Community Prosperity alignment:** The Strategic Plan prioritizes attracting and retaining key businesses, supporting economic growth, and preparing policies to enable economic opportunity. Faster Development Permit processing makes it easier for

businesses to start or expand operations, which supports job creation and strengthens the local economy.

- Leadership, Engagement, and Advocacy alignment: Efficient permitting processes supports public trust and demonstrates Council and Administration's responsiveness to community and business needs.

FINANCIAL IMPLICATIONS

None.

COMMUNICATION / ENGAGEMENT CONSIDERATIONS

The *Municipal Government Act* requires a Bylaw amending the LUB to be subject to a Public Hearing. The Public Hearing will be advertised in accordance with legislative requirements and will provide the public with an opportunity to speak directly to Council about the proposed amendments.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion(s):

1. That Council give First Reading to Bylaw 1361.26 – Increasing the Authority of the Development Officer, as presented.
2. That a Public Hearing date be set for October 27, 2026, at 6:00 p.m. in Council Chambers.

ALTERNATIVES

- a) That Council refer First Reading to Bylaw 1361.26 – Increasing the Authority of the Development Officer, back to Administration for more information or amendments.

ATTACHMENTS

- *Bylaw 1361.26*
- *Red Line Copy of Amendments*

APPROVALS



Kim Isaak,
Chief Administrative Officer



Department Director/Author

**BEING A BYLAW OF THE TOWN OF BLACKFALDS IN THE PROVINCE OF ALBERTA TO
AMEND LAND USE BYLAW 1268.22 SCHEDULE 'A'**

A Bylaw of the Town of Blackfalds, in the Province of Alberta, pursuant to the provisions of the *Municipal Government Act*, RSA 2000, c M-26 ("**MGA**") and amendments thereto, for the purpose of amending Schedule 'A' of Land Use Bylaw No. 1268.22 to increase the authority of the Development Officer.

WHEREAS, pursuant to Section 641(1) of the MGA, RSA 2000, Chapter M-26 and amendments thereto, require every municipality to pass a Land Use Bylaw.

WHEREAS, notice of the intention of Council to pass a bylaw has been published in the Lacombe Express on October 15, 2026, and October 22, 2026, in accordance with Section 606 of the *Municipal Government Act*, RSA 2000, and amendments thereto;

WHEREAS, a Public Hearing was held on October 27, 2026, to allow the general public to provide input into the proposed Bylaw amendments;

NOW THEREFORE, the Municipal Council of the Town of Blackfalds, duly assembled hereby enacts:

PART 1 – TITLE

- 1.1 That this Bylaw shall be cited as the "**Increasing the Authority of the Development Officer**".

PART 2 – AMENDMENTS

- 2.1 That Section 2.2 Development Authority and Decisions on Development Permit Applications, subsection a) ix) be amended by removing "...in a residential Land Use District, except for a Home Based Business 3:" and replacing it with "...in all Land Use Districts:".
- 2.2 That Section 2.2 Development Authority and Decisions on Development Permit Applications, subsection a) xi) be removed in its entirety.
- 2.3 That Section 2.16 Variances, subsection b) be amended by removing "...a variance of up to a total of 17% related to any development standard." after "...conditions,..." and replacing it with "...a variance of up to a total of 50% related to any development standard,".
- 2.4 That Section 2.16 Variances, subsection d) be amended by removing "...variance request of 17% of the regulations..." after "...combined..." and replacing it with "...variance request of 50% of the regulations...".
- 2.5 That Section 5.4.3 Variances, subsection e) be removed in its entirety.

PART 3 - DATE OF FORCE

- 3.1 That this Bylaw shall come into effect, upon the date on which it is finally read and passed.

READ for the First time this _____ day of _____, 20__.

READ for the Second time this _____ day of _____, 20__.

READ for the Third time this _____ day of _____, 20__.

MAYOR LAURA SVAB

CAO KIM ISAAK

2.2 Development Authority and Decisions on Development Permit Applications

- a) The Development Officer:
- i) is hereby established as a Development Authority for the Town.
 - ii) shall exercise the Development power and duties on behalf of the Town as specified in this Bylaw and the MGA, including:
 - i. receive and process all applications for amendments to this Bylaw;
 - ii. receive all applications submitted to the Town for a Development Permit;
 - iii. determine if an application for a Development Permit is complete and advise the applicant if the application is not complete and what additional information is required in accordance with section 2.10;
 - iv. shall review each application to determine the use(s) being applied for
 - v. refer an application to any Town department, an adjacent municipality, or municipal, provincial, federal, or inter-jurisdictional department or any other agency, body or person that, in the Development Officer's opinion, may provide relevant comments or advice respecting the application;
 - vi. for Discretionary Use applications and Permitted Use applications where a variance is requested, shall notify registered Owners of Adjacent Land of the Parcel subject to an application that the application has been received and request their comments;
 1. the Development Officer may, at their sole discretion, notify registered Owners of land beyond those that are Adjacent Land
 - vii. shall not accept a Development Permit application for a proposed Development that:
 1. is for a use that is neither a Permitted Use nor a Discretionary Use in the applicable Land Use District;
 2. is for a use that has been prohibited in this Bylaw;
 - viii. shall approve an application for a Permitted Use which complies with this Bylaw:
 1. without conditions; or
 2. with conditions necessary to ensure compliance.
 - ix. may, with respect to a Development Permit application for any Discretionary Use in a residential Land Use District, except for a Home Based Business in all Land Use Districts:
 1. Approve the application with or without conditions;
 2. Refuse the application with reasons stated; or
 3. Refer the application to the Municipal Planning Commission

Commented [JT1]: Amendment 2.1

- x. may, with respect to a Development Permit application for any Sign:
 - 1. Approve the application with or without conditions;
 - 2. Refuse the application with reasons stated; or
 - 3. Refer the application to the Municipal Planning Commission (Amended, Bylaw 1275.23, 05/23/23)

~~xi. shall refer, with recommendations, to the Municipal Planning Commission applications for Home Based Business 3, and Discretionary Use applications for all other Land Use Districts~~

~~xii-xi.~~ may approve, with or without conditions, variances in accordance with section 2.16

~~xiii-xii.~~ shall refer to the Municipal Planning Commission variance requests in accordance with section 2.16

~~xiv-xiii.~~ shall refer to the Municipal Planning Commission or Council all applications requiring the specific approval of the Municipal Planning Commission or Council under this Bylaw

~~xv-xiv.~~ shall either refer to the Municipal Planning Commission or refuse any application that a Development Authority is precluded from approving under the *Matters Related to Subdivision and Development Regulation* or the *Municipal Government Act*. (Amended, Bylaw 1275.23, 05/23/23)

~~xvi-xv.~~ may refer, with recommendations, to the Municipal Planning Commission any application for a Development Permit that, in the opinion of the Development Officer, should be decided by the Municipal Planning Commission.

~~xvii-xvi.~~ sign and issue all valid Development Permits, Certificates of Compliance, Notices of Decision, and other Notices as required.

~~xviii-xvii.~~ may approve the renewal of any Development Permit that was originally approved by the Municipal Planning Commission, provided there are no changes.

~~xix-xviii.~~ create the necessary forms or notices required under the *MGA*.

- iii) The Development Officer may, after giving notice to the Owner or occupant of a property in accordance with the *MGA*, enter a property to conduct an inspection to determine compliance with this Bylaw, the *MGA*, or any applicable Development Permit.
- iv) The Development Officer, upon receiving a Development Permit application, may refer any other planning or Development matter to the Municipal Planning Commission for its review, support and/or advice.

Commented [JT2]: Amendment 2.2

2.16 Variances

- a) A variance shall be considered only in cases of unnecessary hardship or practical difficulties peculiar to the use, character or situation of land or a Building which are not generally common to other land in the same Land Use District, if, in the opinion of the Development Authority:
- i) the proposed Development will not:
 - i. unduly interfere with the amenities of the neighbourhood; or
 - ii. materially interfere with or affect the use, enjoyment, or value of neighbouring Parcels Of Land.
 - ii) the proposed Development conforms with the Use prescribed for that Parcel or Building in this Bylaw.
- b) The Development Authority, upon the review of a variance request, shall:
- i) take into consideration the purpose and intent of the Land Use District and the proposed Development to other land and uses in the Land Use District;
 - ii) not grant a relaxation if in doing so would result in a Development that does not comply with the requirements of the *MGA, Matters Related to Subdivision and Development Regulation* or any applicable Statutory Plan or Outline Plan. (Amended, Bylaw 1275.23, 05/23/23)

Where the test set out in section 2.16 (a) and (b) is met, the Development Officer may approve, with or without conditions, a variance of up to a total of 50% related to any development standard a variance of up to a total of 17% related to any development standard, unless the variance request is for a Sign, where section 5.4.3 shall apply. (Amended, Bylaw 1275.23, 05/23/23)

Commented [JT3]: Amendment 2.3

- c) Where the considerations set out in section 2.16 (a) and (b) are satisfactorily met, the Development Officer may approve, with or without conditions, a variance to residential Kennel regulations in the R1-L, R-1M, R-1S, R-MHC, and R-2 Districts, not exceeding a total of any combination of dogs or cats.
- d) The Development Officer shall refer to the Municipal Planning Commission, variance requests in excess of the total combined variance request of 50% of the regulations variance request of 17% of the regulations listed in section 2.16 (b) and residential Kennel variances in excess of section 2.16 (c).
- e) the Municipal Planning Commission may approve, with or without conditions, a variance of any regulation prescribed in this Bylaw.

Commented [JT4]: Amendment 2.4

5.4.3 Variances

- a) The Development Authority may vary the following:
 - i) Sign Height
 - ii) Sign width
 - iii) allowed number of Signs on a site, except for Electronic Message Signs which shall not be varied
 - iv) the minimum separation distance between a Freestanding Sign
 - v) total Sign Area
 - vi) minimum Clearance above Grade for Freestanding Signs
 - vii) Setbacks
- b) The Development Authority, in determining if a variance is justified, may consider:
 - i) any approval to be temporary
 - ii) the size and location of the site
 - iii) the design or construction of a Building or a Sign
 - iv) Street context
 - v) topography and configuration of the site
 - vi) all applicable policies, guidelines, and applicable Statutory Plans
 - vii) whether the proposed variance would unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the use, enjoyment, or value of neighbouring sites.
- c) Any variance approved by the Development Authority may be temporarily approved and may be subject to conditions deemed appropriate.
- d) Despite any other provision in this Bylaw, if necessary or for safety reasons, the Development Authority may require greater distance separations between Signs or increased Clearances of any Sign.
- e) ~~Despite section 5.4.3 (a), where an application for a Sign permit does not comply with the standards established in this Bylaw, the following tolerances shall not exceed:~~
 - ~~viii) 10% as approved by the Development Officer~~
 - ~~ix) 10.1% and not exceeding 15% as approved by the Municipal Planning Commission~~
 - ~~x) 15.01% and over are prohibited.~~

Commented [JT5]: Amendment 2.5

MEETING DATE: September 21, 2026

PREPARED BY: Jolene Tejkl, Planning & Development Manager

PRESENTED BY: Jolene Tejkl, Planning & Development Manager

SUBJECT: **Lacombe Lake Management Plan RFP Award**

BACKGROUND

The Town of Blackfalds, Lacombe County, the City of Lacombe, and Alberta Environment have partnered to develop a comprehensive Lake Management Plan for Lacombe Lake. The project will establish a shared, non-statutory framework to guide land use, watershed health, and stormwater management in a coordinated manner.

The expertise of a professional consultant is required to effectively produce a document reflective of the partnering municipalities and all community participants. A draft Request for Proposal (RFP) was presented to Council at the July 14, 2026 Regular Council Meeting, where the following resolution was carried unanimously:

235/26 Councillor Brown moved That Council endorse the Lacombe Lake Management Plan – Terms of Reference and Request for Proposals.

CARRIED UNANIMOUSLY

DISCUSSION

The RFP was posted on Alberta Purchasing Connection on July 21, 2026, and closed on August 12, 2026, at 2:00 pm MDT; two (2) submissions were received. One from Urban Systems and another from BBA Engineering Ltd. Both proposals were between \$190,000 and \$195,000, under the \$200,000 budget.

The Lacombe Lake Management Plan Technical Committee, comprised of Administrative representatives from Lacombe County, the City of Lacombe, Alberta Environment, and the Town of Blackfalds, evaluated the proposals and provided the Steering Committee with the recommended firm to award the project. The Steering Committee met on September 15, 2026, and agreed with the Technical Committee's recommendation to award the project to Urban Systems Ltd. to complete this Plan.

The Lacombe Lake Management Plan will ultimately be adopted by Lacombe County because the lake resides in Lacombe County's municipal jurisdiction. However, because the Town of Blackfalds is a partner in the development of this plan, Administration is seeking Council's acceptance of the RFP proponent award.

STRATEGIC PLAN ALIGNMENT / OTHER MASTER PLAN ALIGNMENT**Economic Vitality and
Community Prosperity****Community Life,
Safety, and Inclusion****Leadership,
Engagement and
Advocacy****Sustainable Services
and Infrastructure**

- Leadership, Engagement and Advocacy Strategic Priority Alignment: The Strategic Plan specifically lists working with the partnering municipalities to develop the Lacombe Lake Management Plan demonstrating direct commitment to regional collaboration and shared stewardship of natural resources.
- Sustainable Services and Infrastructure Strategic Priority Alignment: The Plan emphasizes resource stewardship and infrastructure planning. The Lacombe Lake Management Plan will support these by ensuring the long-term health and sustainability of water resources, critical for recreation, environmental health, and stormwater management.
- Community Life, Safety, and Inclusion Strategic Priority Alignment: Lakes are often central to recreation and community life. Managing the lake effectively enhances quality of life, supports diverse recreation options, and ensures safety for residents and visitors.

FINANCIAL IMPLICATIONS

The Town of Blackfalds, Lacombe County, and City of Lacombe have been awarded an ACP grant in the amount of \$200,000 for the Lacombe Lake Management Plan. No additional resources are required for this project, as the ACP grant will be the entirety of the project budget.

COMMUNICATION / ENGAGEMENT CONSIDERATIONS

The proposal submitted by Urban Systems Ltd. outlines the following engagement opportunities that will be provided throughout the development of the Lacombe Lake Management Plan:

- Community Visioning Open House. This Open House will provide an opportunity for residents and identified stakeholders to share local knowledge, concerns, and aspirations.
- Online Engagement Hub and Interactive Survey. This digital platform will provide project information, updates, and opportunities for feedback.
- Lake Stakeholder Roundtables. These roundtables will be focused discussions with specific groups to explore challenges, opportunities, and management considerations in detail.
- On-going Communication Channels. Project updates and engagement opportunities will be promoted through municipal websites, news releases, social media, local newspapers, and other channels recommended by the Technical Committee in efforts to maximize awareness and participation.
- Second Round of Engagement. Once the draft Plan has been prepared, another Open House and an online review will be held to present the draft, gather feedback, and demonstrate how previous input was incorporated.
- Formal Adoption Process. The final Lacombe Lake Management Plan will be presented at Council meetings and Public Hearings.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion(s):

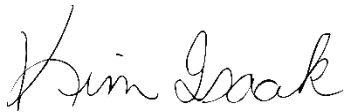
1. That Council accept the Lacombe Lake Management Plan information and endorse the Steering Committee's recommendation to hire Urban Systems as the consultant to complete the Lacombe Lake Management Plan.

ALTERNATIVES

- a) That Council refer the Lacombe Lake Management Plan RFP Award back to Administration for more information or amendments.

ATTACHMENTS

- *Lacombe Lake Management RFP prepared by Urban Systems Ltd.*

APPROVALS

Kim Isaak,
Chief Administrative Officer



Department Director/Author

RFP:

Lacombe Lake Management Plan

Attention

Natasha Wright, Manager of Planning Services
Lacombe County
RR 3 Lacombe, AB, T4L 2N3

Prepared by

Urban Systems
Chris Ulmer, Planner, Project Lead
T: 403-304-7746 | E: culmer@urbansystems.ca
134 11 Ave SE, Calgary AB
T2G 0X5

Prepared for:

Lacombe County
RR 3
Lacombe, AB T4L 2N3
Attention: Natasha Wright

Prepared by:

Urban Systems Ltd.
101 - 134 11 Avenue SE, Calgary, AB T2G 0X5 | T: 403.291.1193
Contact: Chris Ulmer
Email: culmer@urbansystems.ca

Submitted:

August 14, 2026

Urban Systems File: 3031.0003.00

August 14, 2026

File: 3031.0003.00

Lacombe County
RR 3
Lacombe, AB T4L 2N3

Attention: Natasha Wright

RE: Request for Proposals Lacombe Lake Management Plan

We are excited to respond to Lacombe County's Request for Proposals for the Lacombe Lake Management Plan. We have assembled an industry-leading team of professionals with strong experience, local knowledge, and expertise in environmental science, community planning, civil engineering, and public engagement to deliver this project.

We appreciate the opportunity to present our approach for your consideration. The team is excited for the potential to undertake the work, and we welcome the opportunity to establish a partnership with Lacombe County.

If you have any questions or if you require any further information, please do not hesitate to contact the undersigned at any time at 403-304-7746 or culmer@urbansystems.ca.

Sincerely,

URBAN SYSTEMS LTD.



Chris Ulmer, RPP, MCIP
Community Consultant / Principal

Enclosure



TABLE OF CONTENTS

1.0 OUR APPROACH	2
1.1 PROJECT UNDERSTANDING	2
1.2 HOW WE WORK.....	4
1.3 METHODOLOGY	7
1.3.1 WORKPLAN	7
2.0 EXPERIENCE & PAST PERFORMANCE	20
3.0 RESOURCES.....	23
3.1 CORPORATE PROFILE	23
3.2 KEY PERSONNEL	24
4.0 FEES/SCHEDULE.....	28
4.1 FEES.....	28
4.2 SCHEDULE	29

APPENDICES

Appendix **A** – Team Resumes

Appendix **B** – Insurance

Appendix **C** – Health and Safety Documentation

Appendix **D** – Fee Sheet

Appendix **E** – Schedule

1.0 OUR APPROACH

1.1 PROJECT UNDERSTANDING

We recognize the long-standing collaborative relationship among Lacombe County, Blackfalds, and Lacombe (the Partners). Whether through joint development initiatives, the process of preparing Intermunicipal Development Plans, and cooperating through annexation proposals, the partnership has strengthened over the years as you have taken a genuine collaborative approach to collectively working towards a healthy and sustainable region.

We recognize the emphasis that Lacombe County has placed on integrating the natural environment into its planning and development decisions through Intermunicipal Development Plans, ongoing collaboration within the existing Sylvan Lake Management Plan, and the guidance you provide for multi-lot development. There has been a continued commitment to preserving natural features and carefully managing the development interface with environmentally sensitive areas. Bringing this commitment into the partnership with Lacombe and Blackfalds, who have each established the connectivity to internal and external natural areas as a priority, has established a committed partnership necessary to drive the preparation of a plan that will preserve the sustainability of Lacombe Lake.

Collectively, our team understands the need for a comprehensive review of the local context and the development of a strategy that blends ideas and recommendations from the public, targeted stakeholders, and governing bodies to build a Lake Management Plan for Lacombe Lake. The plan will be used to guide the integration of stormwater, land use, lake health, and sustainability best practices to provide guidance for future development through a defensible implementation plan, built around clear policy and mitigation measures for improved lake function and overall community and ecosystem health.

With continued development interest in the region, the plan requires further investigation to identify potential impacts to the overall health of Lacombe Lake and the surrounding ecosystem. This will include the identification of issues concerning shoreline capability, recreational usage and capacity, water quality, natural resource protection and deterioration, wildlife ecology, availability and suitability of infrastructure, and other development-related concerns to establish a clear contextual understanding of the current condition of the plan area.

The parkland region of the province is characterized by a blend of Indigenous, rural, and multicultural influences. Surrounding communities are a blend of strong agricultural traditions with growing urban development, education, recreation, and energy-related industries. The region's identity continues to be shaped by its connection to the land, community-minded values that reflect and emphasize the importance of Indigenous stewardship, cultural heritage, environmental values, and community resilience in shaping the future of Alberta communities.

We recognize that a successful plan requires building upon the partnership you share through your variety of regional collaborative efforts. We will supplement your partnership through a cohesive decision-making process among the consulting team, Steering Committee, Technical Committee, and Councils. As per the RFP, we have built our approach around the following four (4) phases to be completed over the life of the project.

PHASE 1: PROJECT INITIATION AND BACKGROUND RESEARCH SPRING – FALL 2026

Recognizing the project initiation timeline of spring 2026, we assume that you have been working to establish the Steering and Technical Committees, respectively. We anticipate coordinating the initial project kick-off meeting to introduce the project team, establish a communications strategy, and collectively confirm the availability of existing information and identify potential information gaps and alternative resources.

The background research and analysis will establish a comprehensive land use, ecological, and geographic baseline study, required to measure existing conditions and impacts against historical information, recent and current events, and provincial and federal ecological database information. This will include reviewing the current Water Act to clearly understand, follow, and integrate the stormwater approval requirements in the Lake Management Plan.

PHASE 2: ISSUES IDENTIFICATION AND PUBLIC ENGAGEMENT WINTER 2026 – SUMMER 2027

This next phase includes the field verification of current conditions and surveys for the lake determined through the findings in Phase 1. While the surveys are being conducted, public engagement details and strategy will be confirmed and coordinated.

While all details will be confirmed through the collective development of our communications and engagement strategy, we do anticipate that we will coordinate and conduct a combination of in-person and virtual engagement activities designed to raise awareness of the plan and process, along with providing our initial findings through our desktop review and assessment in Phase 1. Engagement at this phase will be focused on gathering local knowledge and identifying key issues and concerns.

PHASE 3: DRAFT LAKE MANAGEMENT PLAN AND REVIEW SUMMER 2027 – FALL 2027

Our draft plan will present the methodology and planning process, along with the communication, summarized feedback, and outcomes from our engagement activities, as well as direction provided by the Steering and Technical Committees. Beyond the technical data and planning direction, the draft plan will establish recommendations for

implementation and ongoing monitoring of the plan. This phase will close the feedback loop and provide a second round of engagement to present the draft plan, providing opportunities for further feedback.

PHASE 4: ADOPTION AND COMMUNICATION OF THE FINAL LAKE MANAGEMENT PLAN FALL 2027 – EARLY 2028

Upon final review of the report by both the Steering and Technical Committees, we will confirm what we heard and any necessary updates that need to be incorporated into the final plan. Upon confirming any final adjustments, we will amend the plan to reflect edits and comments, establishing the final Lacombe Lake Management Plan that can be distributed to each of the Partners. The plan will be formally presented to the Town of Blackfalds and City of Lacombe Councils and will be brought forward to the Lacombe County Council through the public hearing process for final adoption consideration.

1.2 HOW WE WORK

We approach this work as a collaborative partnership with you. Our team will build on existing planning that has been completed, contribute our expertise at key decision points, and adapt as new information, Steering and Technical Committee direction, community perspectives, and technical findings emerge. Our methodology provides a clear structure and milestones within the planned schedule, while retaining the flexibility needed to respond to the complexities of the project.

We are committed to being accessible and responsive throughout the project, ensuring the Project Manager, the Technical Committee, the Steering Committee, and each Council are provided with timely support and information that strengthens the collective capacity to make decisions throughout the process.



WE WORK AS AN INTEGRATED TEAM

Land use planning, stormwater management, municipal engineering, environmental planning, communication, engagement, and policy development can all be considered through the lens of individual “experts” contributing specific elements of the plan at defined points in time. Our approach coordinates all these aspects through a coordinated project structure, rather than being delivered as isolated technical streams. Our project leadership ensures all aspects of the project are interconnected to sustain momentum and a strategic perspective as the work progresses.

WE BRING THE RIGHT EXPERTISE TO THE TABLE AT THE RIGHT TIME

Our core project team provides continuity throughout the project, supported by expertise as key decisions and considerations arise. Our interdisciplinary team brings the knowledge and experience to complete the project. However, as an integrated professional services firm, we can leverage from across our network of more than 800 staff working across all our geographic locations to ensure that we can supplement our team with the right people as the project context emerges.

WE DESIGN THROUGH THE LENS OF DEFENSIBLE DECISION-MAKING

The integration of our team ensures that we are bringing all technical disciplines to the table so the Partners can systematically evaluate the policy direction of the plan relative to the environmental, planning, and engineering findings and indicators, supplemented by community and stakeholder feedback and perspectives. Public perspectives are important to understand, but the plan cannot solely be driven by their input. Similarly, all decisions cannot simply focus on the technical inputs, ignoring the political influence associated with public and stakeholder engagement. We take a blended approach, recognizing that data takes many forms, and that the plan needs to be designed to support defensible decision-making.

WE ALIGN THE WORK WITH WHAT YOU HAVE ALREADY DONE

Each of the Partners has adopted additional statutory documents (e.g., Intermunicipal Development Plans) and non-statutory documents (e.g., Council Strategic Plans), as well as other plans, studies, and strategies that influence the Lacombe Lake area. Beyond a simple scan as part of a background review, we ensure that the final deliverable can be understood relative to its relationship with other elements of the community's planning frameworks.

WE USE THE PROCESS TO BUILD CAPACITY

We treat each step of the process as not only an opportunity to collect the information necessary to build the plan, but also an opportunity to work with the public, targeted stakeholders, committee members, and Councils to help them understand not just what needs to be included in the plan, but why it matters. Decisions about what goes into the plan and what does not require an understanding of the associated trade-offs. The process must build the capacity necessary for everyone to feel they can actively participate and play a meaningful role in developing the plan.

WE ACKNOWLEDGE THE COMPLEXITY AND RISK IN PROJECTS

When dealing with multiple jurisdictions, environmentally sensitive areas, land use, and public perspectives, there is inherent complexity involved that makes a linear, predictive process highly unlikely. We work with our project partners to identify risks at the onset of the project and plan for mitigation strategies before issues arise. We bring an adaptive mindset into everything we do, acknowledging that unanticipated challenges and opportunities will emerge.



1.3 METHODOLOGY

1.3.1 WORKPLAN

The development of a successful Lake Management Plan requires more than a technical assessment of environmental conditions. It requires a planning process that integrates scientific understanding of the lake and watershed with community values, municipal priorities, engineering considerations, and regulatory requirements to develop practical and actionable lake management strategies.

Our approach is founded on close collaboration between our environmental scientists, planners, engineers, and public engagement specialists (the Team) from project initiation through plan adoption. Rather than undertaking environmental studies independently and presenting findings independent of community engagement, considerations will be integrated into every stage of the project and embedded in our conclusions and recommendations. Likewise, planning and engineering analysis, and information gathered through public and stakeholder engagement will continually inform the environmental assessment. This iterative process ensures recommendations are technically sound, environmentally responsible, and reflective of community priorities.

While not identified as a specific task, we will engage in a coordinated project management approach to address ongoing invoicing, periodic items that require attention with the Project Manager, and emerging communication requirements with the Partners. This will also include the preparation of monthly progress reports to ensure all remain updated between meetings.

PHASE 1: PROJECT INITIATION AND BACKGROUND RESEARCH

1. **Internal project kick-off meeting (Full Team Meeting #1):** We propose that the initial project kick-off meeting will include the Steering Committee, Technical Committee, as well as our Project Leads. As a launch to the project, we anticipate bringing the different perspectives together (assuming a 2-hour in-person meeting) to collectively discuss and review the following:
 - a. Confirm shared objectives.
 - b. Confirm individual and team roles and responsibilities.
 - c. Establish a common understanding of the project and the desired outcomes.
 - d. Clarify and confirm project expectations, communication protocols, scope, and timelines.
 - e. Understand current engagement and communication tactics and methods. We would also like to take this opportunity to gather more insight into the desired outcomes for the engagement portion of the project to help inform the preparation of the communication and engagement plan.
 - f. Confirm and obtain previous technical studies.
 - g. Identify risks and corresponding mitigation measures.

2. Context analysis and mapping: This will consider all available data and information as part of a background document review to establish a preliminary evaluation of the local context, built around the following key elements:

- a. **Planning and Policy Review:** We will review current policies related to planning and development, including all relevant statutory plans (i.e., the two Intermunicipal Development Plans and relevant portions of the respective Municipal Development Plans), the Lacombe County Land Use Bylaw, any available GIS mapping and data, and all available environmental, watershed, and lakeshore studies. This review will establish the broader land use and policy context surrounding Lacombe Lake and provide an understanding of the existing influence of urban development, agriculture, shoreline modification, recreation, and other human activities on the lake ecosystem and surrounding communities.
- b. **Stormwater and Water Act Review:** There is an existing license under the *Water Act* to operate the Lake in a way that it provides stormwater management, flood control, and minimum release rates to support agricultural uses downstream during the summer months. We will undertake a thorough review of the existing license to better understand the nuances and the current operations of existing infrastructure (e.g., control gates and the weir). Recommendations for the long-term operation of the lake's control infrastructure, including target lake levels, will be provided based on the findings of this review. Any final recommendations may also be influenced by the results of stakeholder engagement and identified challenges and concerns of the community. Note that no hydrologic or hydraulic modelling will be conducted at this time. However, the findings of this review may result in recommendations for more detailed modelling to better understand the long-term implications of development in the watershed on the operation of the lake's infrastructure.
- c. **Desktop Environmental Assessment and Gap Analysis:** Review and summarize historical data from relevant databases, reports, studies, historical imagery and municipal policy documents. The review will be conducted with emphasis on the following:
 - Historical wetland inventory and subsequent loss in the Lacombe Lake basin.
 - Historical tributary inventory and subsequent disturbance.
 - Historical riparian habitats condition and subsequent modifications.
 - Historical shoreline condition and subsequent modifications.
 - Historical and current water quality trends.
 - Historical and current land use changes.
 - Stormwater and drainage conditions.

Any planned municipal servicing will also be considered to understand how existing and future development may influence surface runoff and nutrient input. The results of this review will help identify knowledge gaps in existing information to determine the need and extent for integrated environmental assessments. Existing information will be evaluated for its recency, spatial coverage, and ability to support management decisions, with key uncertainties and data gaps identified.

- d. **Prepare Plan Area Base Mapping:** We will incorporate all available and relevant data into a series of GIS-based maps that visually define the plan area and the various characteristics that influence and contribute to the health and condition of the lake.
3. **Prepare and Finalize Community Engagement Plan:** We will prepare a Communications and Engagement Plan that will outline the philosophy, objectives, key interest holders, key messages, schedule, tactics, and measures of success for this project. The Plan will also include a detailed project timeline and an approach for gathering input from key internal and external audiences. We will work with the Technical Committee to determine the appropriate people to engage and the level of influence they should have in the development of the Lake Management Plan.
 - a. With a focus on stakeholder analysis, our proposed tactics will ensure an engagement plan that reaches a variety of community members to gather feedback and insights. We will incorporate best practices into the engagement plan to ensure our approaches and activities meet the needs of the community.
 - b. It should be noted that while we have proposed an engagement plan for the purpose of this proposal, through further conversations with the Project Manager and Technical Committee, we will be able to better understand community nuances and adjust our engagement plan to reflect each unique community. The draft Communications and Engagement Plan will be presented to the Project Manager for their input and review.
4. **Prepare Background and Context Report:** The findings from the context analysis and mapping task will be summarized into a background report outlining the “State of the Lake” based on the data and analysis defining the current conditions in the plan area. This will consolidate information from studies, reports, and public databases and resources. The report will provide results from database searches, including information such as critical habitat, regional weather and precipitation trends, water level, and quality testing/monitoring to support conversation and decision-making around lake levels, stormwater, ecological health, and watershed management.
5. **Present the Background and Context Report to the Technical Committee (Technical Committee Meeting #1):** Following the background review, we will have three (3) representatives from our team attend a workshop to present and confirm the Phase 1 findings before proceeding. We anticipate a three (3)-hour, in-person meeting. This will help establish the key issues and questions to be carried forward into community engagement, and the key data gaps to be filled in with field assessments. As part of this meeting, field verification of conditions, along with determining the appropriate site-specific field surveys and parameters, will be determined based on previous data collected, data gaps, and the goals and objectives of the plan.

Deliverables:

- | | |
|---|--|
| • Full Committee Meeting #1 Summary Notes | • Plan Area Base Maps |
| • Project Charter | • Background and Context Report |
| • Communication and Engagement Strategy | • Technical Committee Meeting #1 Summary Notes |

PHASE 2 – ISSUES IDENTIFICATION AND PUBLIC ENGAGEMENT

- 1. Present Phase 1 Findings and Communication and Engagement Plan to Steering Committee (Steering Committee Meeting #1):** Representatives from our team will meet with the Steering Committee to present the findings from the Background and Context Report, outlining the current condition of the lake and articulating how the findings may impact recommendations in the plan. We will also present the communication and engagement plan, outlining the key steps in the engagement process, the proposed tactics, desired outcomes of the process, and how the information will be incorporated into the plan. We anticipate our three (3) Project Leads as well as our Communication and Engagement Specialist will attend a three (3)-hour, in-person meeting.
- 2. Prepare for Preliminary Engagement:** The first phase of engagement will focus on understanding how the community values Lacombe Lake today, identifying concerns and opportunities, and creating a shared vision to guide the development of the Lake Management Plan. Findings from this phase will directly inform the goals, objectives, policies, and management recommendations developed during the planning process.
 - a. Design Content and Produce Materials:** We will prepare all content and materials necessary for the successful implementation of the engagement activities for the first round of engagement, as identified in the Communications and Engagement Plan. This may include communication and promotional materials, facilitation plans, meeting invitations, social media posts, interactive activities, presentation materials, information display boards, supporting graphics, feedback tools, among others. It may also include a blend of materials for in-person and virtual engagement.
- 3. Deliver Engagement Program:** Building on the previous task, we will deliver the engagement program for Phase 2. While we anticipate working closely with the Project Manager and Technical Committee to determine the format and focus of each engagement activity, we have included the following initial thoughts and ideas:
 - a. Community Visioning Open House:** The Community Visioning Open House will serve as the cornerstone of the first round of engagement, providing an opportunity for residents and stakeholders to share local knowledge, concerns, and aspirations for the future of Lacombe Lake.
 - i. Public Consultation Activities may include:**
 1. Interactive mapping exercises where participants identify areas of concern, valued features, recreational opportunities, and future opportunities.
 2. Issue prioritization activities to identify key environmental, recreational, watershed, and land use considerations.
 3. Vision statement development exercises to explore what participants want Lacombe Lake to look like in the future.

4. Staffed information display boards explaining existing lake conditions, watershed functions, ecological considerations, and project objectives.
5. Facilitated discussions focused on community values, challenges, and opportunities.

ii. **Public Communication Activities may include:**

1. Municipal websites
2. News Releases
3. Social Media
4. Lacombe County News
5. Advertisement or article in Lacombe Express
6. Any other municipal recommended communication tactics

Desired Engagement Outcomes

- Build awareness and understanding early in the planning process.
- Generate valuable local knowledge and qualitative feedback.
- Establish a shared vision and guiding principles for the Lake Management Plan.
- Identify priorities and issues requiring further technical analysis and consideration.

- b. **Online Engagement Hub and Interactive Survey:** To ensure broad and accessible participation, an online engagement hub using ArcGIS StoryMap will be launched at the start of the project and maintained throughout its lifecycle. The hub will serve as a central source of project information and a platform for gathering community feedback and input. For those who are unable to attend in-person engagement opportunities, the hub will provide a virtual engagement experience, including access to the same information and materials available at open houses. An interactive survey will also be included to give community members an additional opportunity to share their perspectives and provide feedback at their convenience.

i. **Public Consultation Activities may include:**

1. A dedicated project webpage containing background information, technical materials, engagement opportunities, and project updates.
2. An interactive survey designed to gather feedback on lake health, recreation, environmental concerns, watershed management, and future priorities.

3. A map-based commenting tool allowing participants to identify specific locations, opportunities, concerns, and areas requiring attention.
4. Publication of engagement summaries and project updates following key milestones.

ii. **Public Communication Activities may include:**

1. A link on municipal websites
2. Information and a link included in all project-related news releases
3. Social Media captions will always include a link to this online engagement hub
4. A link with the Lacombe County News item
5. Advertisement or article in Lacombe Express with URL and QR code
6. Any other municipal recommended communication tactics

Desired Engagement Outcomes

- Expand participation beyond those able to attend in-person events
- Create a transparent and accessible record of project information and feedback
- Support the RFP requirement to utilize municipal websites and digital communications channels
- Provide a consistent and convenient avenue for participation throughout the project

- c. **Lake Stakeholder Roundtables:** Recognizing the diverse interests associated with Lacombe Lake, a series of focused stakeholder roundtables will be conducted to explore specific issues and management considerations in greater detail. The number of roundtable conversations will be confirmed with the Technical Committee.

i. **Participants may include:**

1. Adjacent (lakeshore) landowners
2. Agricultural producers
3. Environmental organizations
4. Lacombe Lake Watershed Stewardship Society
5. Central Alberta Rowing Club
6. Resource management agencies
7. Recreation, conservation and other special interest groups
8. Provincial agency representatives
9. Municipal staff and technical partners

ii. **Roundtable Activities may include:**

1. Facilitated small-group discussions
2. Exploration of key challenges, opportunities, and management considerations
3. Identification of potential trade-offs and areas of consensus
4. Review of emerging themes and management objectives

Desired Engagement Outcomes

- Encourage collaborative problem-solving
- Build relationships among stakeholder groups
- Identify potential conflicts and opportunities early in the process
- Provide detailed technical and community input to support plan development

4. Prepare Engagement Summary: We will analyze all quantitative and qualitative input received during Round 1 of Engagement. We will summarize and integrate the findings into a visually appealing What We Heard Report, as well as supporting social media graphics to be shared with the Project Manager and back to the public. The report will capture our process, key themes, and what we heard from the community.

5. Conduct Integrated Environmental Field Assessments: Building on the results of the desktop assessment, engagement, and objectives identified in Phase 1, an integrated environmental assessment will commence that aims to deepen our understanding of the current state of Lacombe Lake through a targeted field program. The assessment will comprise of a desktop component and a field component, taking advantage of the data that already exists in background resources and building a targeted field program. This work will establish a comprehensive understanding of the lake's current condition, identify key environmental processes and stressors, and provide the scientific foundation required to support developing the Lake Management Plan. The integrated assessments will focus on the following:

- a. **Habitat assessment and data collection:** to gain an understanding of the current ecological conditions of the Lake and its watershed, we will work with the Technical Committee, as noted in Phase 1-Task 5, to identify representative areas, areas of concern, or lesser-known sites for assessment and data collection. The surveys will include:
- i. Riparian health
 - ii. Fish habitats
 - iii. Upland vegetation communities and wildlife habitats
 - iv. Soil surveys at targeted locations
 - v. Water quality sampling

It is anticipated that water quality sampling will need to be conducted to help understand the current state of the lake's health; however, the amount and type of parameters will need to be defined after the Present Phase 1 Findings stage and will be influenced by the project goals, timing, budget, and previous testing.

NOTES:

- Field assessments will be conducted during the peak productivity period, which falls between June and August. The need, scope, and timing of any field investigations will be determined collaboratively with the Technical Committee, ensuring that additional data collection is focused on addressing critical uncertainties and strengthening the technical basis for management recommendations.
- We understand that additional sampling needs may arise or be requested by one or more of the Partners to satisfy local concerns or considerations. This will be determined through the completion of the Field Assessments and discussed, as needed, with the Technical Committee and Project Manager to evaluate the value of the additional sampling and data. Should you wish to proceed, we will establish a separate scope of work and associated fee schedule and timeline outside of this proposal.

6. Prepare Integrated Lake and Watershed Report: Desktop findings, field data, community knowledge, and information from the preliminary Background and Context Report will be synthesized to develop an integrated understanding of the factors influencing the ecological health of Lacombe Lake, and the socio-economic, land use, and community themes that are relevant to the current condition of the lake. The focus will include the following:

- a. **Lake and watershed ecological conditions:** Existing and field findings will be unified to create a cohesive characterization of the overall Lacombe Lake watershed, including water quality, tributary inputs, shoreline and riparian health, aquatic and terrestrial habitats, and other ecological values.
- b. **Shoreline capacity:** The developmental capacity of lakefront or lake-adjacent properties depends on factors including soil types, terrain, and habitat conditions. A preliminary synthesis of these variables will be used to establish development capacity at a landscape level.
- c. **Land use and environmental regulatory framework:** Existing municipal bylaws, provincial and federal regulations applicable to Lacombe Lake and adjacent developments will be incorporated into the field assessments to consider how existing developments are regulated and where improvements are warranted to better address local and regional concerns.

7. Review the Integrated Lake and Watershed Report with the Technical Committee (Technical Committee Meeting #2): Representatives from the team will meet with the Technical Committee to present the field findings in unison with the results of the preliminary engagement and the integrated update to the Background and Context Report to establish initial recommendations for their translation into the recommendations for the Lake Management Plan. We will collectively examine how the environmental conditions and pressures intersect with existing land use, municipal policy, infrastructure, development patterns, and anticipated development. It will identify the issues and opportunities that should be carried forward into preparing the draft Lake

Management Plan, as well as confirm the structure and format of the final deliverable. We anticipate four (4) members of our team will attend a three (3)-hour, in-person meeting.

Deliverables:

- Steering Committee #1 Summary Notes
- Communication and Engagement Materials for Public Consultation Program
- Community Engagement Summary Report
- Integrated Lake and Watershed Report
- Technical Committee Meeting #2 Summary Notes

PHASE 3 – DRAFT LAKE MANAGEMENT PLAN AND REVIEW

1. **Present Phase 2 Findings and Engagement Summary to Steering Committee (Steering Committee Meeting #2):** Representatives from the Team will meet with the Steering Committee to present the findings from the Integrated Lake and Watershed Report, confirming the current condition of the lake through the scientific analysis and considerations of the current and planned policy and regulatory frameworks. We will also present the results and analysis from the preliminary engagement. Beyond simply presenting the information, the engagement with the Steering Committee will continue to build their capacity to understand the relationship between the deliverables and the Lake Management Plan and how the plan is used as part of decision-making processes. We anticipate three (3) members of the Team will attend a three (3)-hour, in-person meeting.
2. **Prepare Draft Lake Management Plan:** Following the work completed through phases 1 and 2, as well as direction from the Technical and Steering Committee meetings #2, we will build from the foundations of our analysis and the preliminary engagement program to prepare a preliminary draft of the Lake Management Plan. Environmental findings will be translated into accessible formats that enable participants to understand the scientific basis for existing lake conditions, evaluate potential management approaches, and appreciate the opportunities and trade-offs associated with different management strategies.



The draft plan will be built around the following foundations:

- a. Feedback received from the various engagement activities will be reviewed collaboratively by the project team to address any recommendations, balancing technical considerations, implementation challenges, and community priorities. This iterative process will build consensus among the Partners while ensuring the recommended actions remain grounded in the best available science and aligned with municipal objectives.
- b. Rather than preparing recommendations independently within each discipline, our integrated project team will collaboratively develop a cohesive suite of management strategies that address the interconnected ecological, social, and land use challenges influencing Lacombe Lake and its watershed.
- c. Environmental information will support the development of lake management policies, watershed management strategies, implementation actions, monitoring programs, shoreline management guidance, stormwater recommendations, and future study requirements.
- d. Lake management implementation strategies will consider the full range of environmental and watershed management topics identified throughout the project (i.e., watershed stewardship, water quantity and lake level management, water quality protection, stormwater management, riparian and wetland conservation, etc.). Interrelationships among these management areas will be evaluated to ensure recommendations complement one another and collectively support long-term watershed health.
- e. This implementation-focused approach will provide the Partners with a practical roadmap for protecting and enhancing the long-term health of Lacombe Lake while supporting coordinated decision-making across municipal boundaries. Recommendations will be organized into short-, medium-, and long-term implementation horizons and will identify anticipated environmental outcomes, implementation priorities, lead and supporting organizations, potential partnerships, regulatory considerations, funding opportunities, performance indicators, and monitoring requirements.

Each potential management strategy will be evaluated to determine:

- i. Expected environmental benefits
- ii. Implementation feasibility
- iii. Regulatory considerations
- iv. Community acceptance
- v. Relationship to municipal planning objectives
- vi. Opportunities for partnership
- vii. Implementation priorities

- 3. Present Draft Lake Management Plan to Full Project Team (Full Committee Meeting #2):** The Project Leader from the Team will coordinate with the Project Manager to confirm the Draft Lake Management Plan is ready to present to both the Steering and Technical Committees. Upon confirmation, representatives from the Team will meet with both the Steering and Technical Committees to present the following. We anticipate three (3) members of the Team will attend a three (3)-hour, in-person meeting.

- a. **Draft Lake Management Plan:** Providing an opportunity for feedback and suggested changes prior to presenting the draft plan as part of the second engagement program. Based on feedback received from Full Committee Meeting #2, we will make edits to the draft plan and coordinate any edits with the Project Manager.
- b. **Planned second round of engagement:** To ensure the Partners understand the planned approach to present the draft plan to all who participated in the first engagement program.

Deliverables:

- Steering Committee Meeting #2 Summary Notes
- Preliminary Draft Lake Management Plan
- Full Committee Meeting #2 Summary Notes
- Final Draft Lake Management Plan

PHASE 4 – ADOPTION AND COMMUNICATION OF FINAL LAKE MANAGEMENT PLAN

1. **Prepare for Second Engagement Round:** Building on the vision, priorities, and technical findings established through phases 1-3, the second round of engagement will focus on presenting the Draft Lake Management Plan and validating the proposed recommendations with the community and stakeholders. This will be confirmed through the initial Communications and Engagement Plan and subsequent iterations, but we anticipate the following tasks:
 - a. **Design Content and Produce Materials:** We will prepare all content and materials necessary for the successful implementation of a second round of engagement activities. This may include communication and promotional materials, facilitation plans, meeting invitations, social media posts, interactive activities, presentation materials, information display boards, supporting graphics, feedback tools, among others. It may also include a blend of materials for in-person and virtual engagement. We will apply lessons learned from the first round of engagement to refine and adjust our communications and engagement tactics as needed.
2. **Deliver Second Round of Engagement Program:** To ensure that we close the feedback loop from the first engagement program, we propose to conduct a second round of consultation to provide the opportunity for all participants to understand how their contributions have been used in the development of the Lake Management Plan. We will confirm all content and tactics with the Project Manager and Technical Committee, but anticipate the following approach to the second round of engagement:
 - a. **Draft Plan Review Open House:** A public open house will be held to present the Draft Lake Management Plan and demonstrate how public and stakeholder feedback influenced its development.

i. **Public Consultation Activities may include:**

1. Presentation of the draft vision, goals, and objectives.
2. Summary of technical findings and key issues identified through engagement.
3. Interactive displays outlining proposed management actions and implementation priorities.
4. Feedback stations and facilitated discussions to gather comments on draft recommendations.
5. Opportunities for participants to confirm priorities and identify any remaining concerns.

b. **Online Draft Plan Review:** Draft plan materials will also be made available through the online engagement hub, allowing participants to review recommendations and provide feedback through a digital comment form. This approach ensures all community members have an opportunity to participate, regardless of their ability to attend engagement events.

i. **Virtual Communication Activities may include:**

1. A link on municipal websites.
2. Information and a link included in all project-related news releases.
3. Social Media captions will always include a link to this online engagement hub.
4. A link with the Lacombe County News item.
5. Advertisement or article in Lacombe Express with URL and QR code.
6. Any other municipal recommended communication tactics.

3. Prepare Engagement Summary: Similar to the first round of engagement, we will analyze all quantitative and qualitative input received during the second round. We will summarize and integrate the findings into a visually appealing What We Heard Report, as well as supporting social media graphics to be shared with the Team and back to the public. The report will capture our process, what we heard from the community, and how the feedback was incorporated.

4. Present Engagement Summary to the Steering Committee (Steering Committee Meeting #3): Following the second round of engagement, the Project Leadership Team will meet with the Steering Committee to review the feedback received from the public and identify any recommended changes to the plan based on what we heard. The outcome of this meeting will be confirmation from the Steering Committee on moving the final plan forward (with any changes as identified) for presentation to the Partner Councils. Our Project Leads will attend a three (3)-hour, in-person meeting.

5. Presentation of the Proposed Plan to Town of Blackfalds Council and City of Lacombe Council: Our Project Leads will prepare and deliver a presentation summarizing the Lake Management Plan and present to both the Town of Blackfalds and City of Lacombe

Councils, prior to formal adoption. The presentation will provide an overview of the plan development process, summarize the technical analysis completed, and highlight the key findings, recommendations, and components of the final plan.

- 6. Final Presentation at a Public Hearing to Lacombe County Council:** Our Project Leads will prepare and deliver a presentation summarizing the Lake Management Plan to Lacombe County Council as part of a Public Hearing. The presentation will provide an overview of the plan development process, summarize the technical analysis completed, and highlight the key findings, recommendations, and components of the final plan. This presentation will support Council's consideration of the plan by demonstrating how community and stakeholder feedback informed the final document and its proposed direction.
- 7. Communicating and Finalizing the Lake Management Plan:** Following Council's consideration of the final plan, we will prepare the final physical hard copies of the deliverables along with all relevant digital files. We will also support Lacombe County in communicating the approved plan to residents, stakeholders, and interested parties. Using the County's established communication channels, including the municipal website, social media platforms, media releases, and *Lacombe County News*, a coordinated communications program will be implemented to share key findings, recommendations, and next steps. Communication materials will be developed in plain language to help audiences understand the plan, its benefits, and how community and stakeholder input helped shape the final direction.

Deliverables:

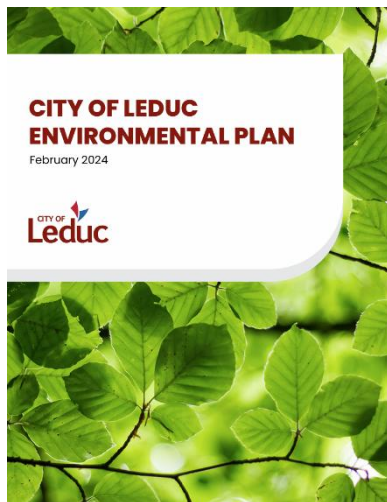
- Preparation and delivery of communications and engagement materials.
- Community Engagement Summary Report (including social media graphics).
- Presentation content and PowerPoint files.
- Hard-copied and digital files of the Final Lake Management Plan.
- Communication materials for dissemination through the County's various platforms.



2.0 EXPERIENCE & PAST PERFORMANCE

We have provided a few examples of previous relevant projects that we have collaborated on with a similar level of effort and scope. Each of these projects reflects our internal integrated approach, including various practice areas such as planning, environmental, communications and engagement, engineering, GIS, and our graphic teams.

CITY OF LEDUC ENVIRONMENTAL PLAN



Client Name: City of Leduc

Contact Name: Michael Hancharyk, Environment Manager,
Engineering & Environment

Telephone: 780-980-8442

Email: mhancharyk@leduc.ca

Year: 2024

Description: Our team prepared the City of Leduc's updated [Environmental Plan](#) to support guiding the City of Leduc for the next 10-years in their stewardship of the environment in the context of their community. The development of the Plan included a detailed background review of policy and environmental and technical studies, notable engagement with the public, the Leduc Environmental Advisory Board (LEAB), Council and administration, and targeted stakeholders. Our team prepared a background report identifying current environmental conditions along with an evaluation of how the previous plan has been carried out over the last decade, providing a clear assessment of what worked and what didn't following the launch of the original Plan in 2012 (also prepared by USL). Goals for the plan were organized into six action areas: Waste, Water, Ambient Impacts, Energy and Climate Resiliency, and Land. Desired actions included meeting stormwater treatment and retention demands, supporting water conservation, and collaborating to improve and protect the watershed. Development of the plan continued with engagement early on, with a follow-up community engagement with the draft plan. The updated Plan was the first non-statutory plan that was unanimously approved by Council.

FLOOD RECOVERY AND EROSION CONTROL JUMPINGPOUND CREEK

Client Name: Town of Cochrane

Contact Name: Drew Hyndman, Interim CAO

Telephone: 403-851-2563

Email: Drew.Hyndman@cochrane.ca

Year: 2023

Description: Urban Systems and the Town of Cochrane identified several Flood Recovery and Erosion Control needs within the Jumpingpound Creek area. These potential flood-prone areas could be constructed using remaining FREC funding grants. Our team completed all the habitat pre-disturbance assessments and facilitated approvals and permits under the Water Act, Fisheries Act, Canadian Navigable Waters Act, EPEA, and SARA. In-stream activities were conducted in Jumpingpound Creek, Cochrane, Alberta, outside of the RAP from July 28, 2022, to September 9, 2022, to complete bank stabilization works and fish habitat/riparian enhancement along the creek. Activities included the construction of an engineered log jam, stream barbs, and vegetated soil lifts. All work was completed under SARA Permit No. 22-HCAA-01853 for the potential presence of bull trout (*Salvelinus confluentus*).

Our team of engineers, planners, ecologists, and GIS collaborated from design through to post-construction monitoring. The project was successfully closed by DFO as our restoration design and results successfully met all post-construction and monitoring requirements.

LAC PELLITIER LAKE CAPACITY STUDY

Client Name: Rural Municipality of Lac Pelletier No. 107

Contact Name: Sandra Krushelniski, RMA

Telephone: 306-627-3226

Email: rm107@sasktel.net

Year: 2022

Description: Provided broad baseline biophysical and infrastructure inventory of Lac Pelletier and the surrounding lakeside communities.

The project was approached collaboratively from the beginning with a team of ecologists, engineers, and planners working with GIS specialists to collect and prepare clear and relevant representations of the data.

This information was used to assess the state of natural and civil infrastructure assets, and their relationships and impacts on the Lake, its ecology, and its communities. This was further used to identify realized and potential risks to the Lake's water quality, recreational use, and fish and wildlife habitat.

The resulting report informed community engagement and provided an outline for evidence-based recommendations for communities surrounding the lake to mitigate future and existing impacts, and to guide future policy decisions.



3.0 RESOURCES

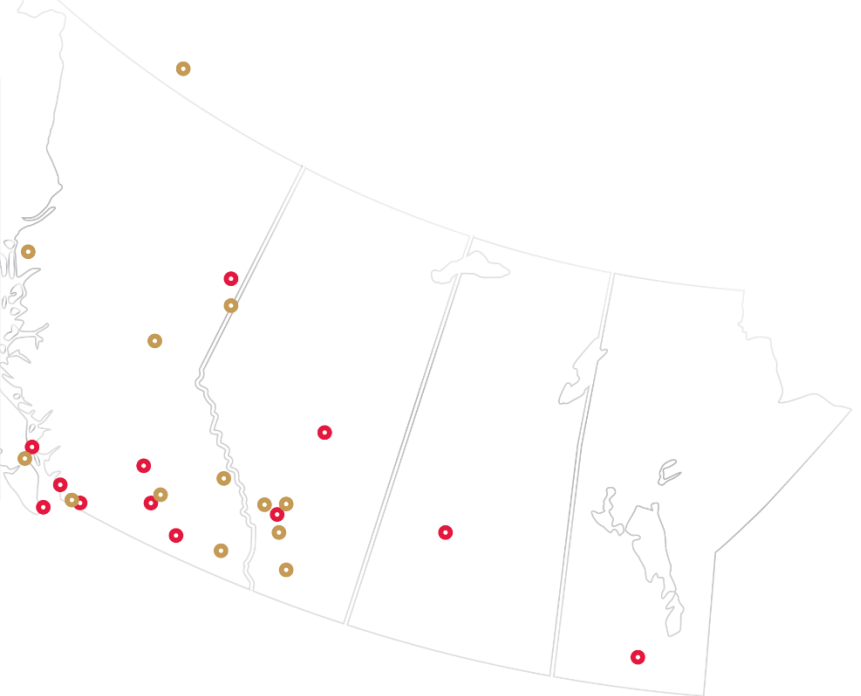
3.1 CORPORATE PROFILE

Urban Systems Ltd. is an interdisciplinary consulting firm with over a 50-year history of partnering with communities, governments, and industry to create healthy, resilient places. Founded in 1975 to be a different kind of company—rooted in collaboration, shared ownership, and community service—we continue to be guided by our higher calling: Spirit in Service for Vibrant Communities.

We are known for our relationship-centred approach and our ability to help clients navigate complex regulatory, technical, and community considerations. We work with municipalities, Indigenous communities, developers, provincial agencies, and non-profits to deliver practical, forward-looking solutions. Across planning, engineering, development, and infrastructure projects, we combine technical expertise, local context, and collaborative problem-solving.

Urban Systems includes nearly 800 professionals across 19 offices.

Our team brings expertise in community planning, civil engineering, landscape architecture, environmental assessment, municipal finance, climate adaptation, land economics, transportation, GIS, communications and engagement, and change management, allowing us to deliver integrated services tailored to each client's needs.



As a 100% employee-owned firm, we are invested in our clients' long-term success. We prioritize listening, curiosity, and partnership, working as an extension of our clients' teams. Our performance is guided by four bottom lines: our clients, our people, our organization, and our financial sustainability.

We approach every project by building a deep understanding of context and perspectives, ensuring outcomes that are thoughtful, achievable, and aligned with community goals and priorities.

3.2 KEY PERSONNEL

The success of this assignment depends not only on the quality of the individual environmental, planning, engineering, and engagement workstreams but also on how effectively they inform one another and are translated into a coordinated planning and implementation framework. Our team is intentionally structured around integration. Each area of expertise has leadership and accountability, but no stream operates independently. Information, assumptions, and emerging directions will be continuously shared to ensure decisions in one area do not create unintended consequences elsewhere. The following represent our core team members who will be committed to delivering the project throughout its duration.



TERRY DURET, P. BIOL, AWP

Environmental and Project Leadership

Terri is a professional biologist and an authenticating wetland science practitioner with 15 years' experience working on various land, municipal, and First Nations development opportunities throughout Western Canada. Terri is the environmental Prairie Practice Team Lead within Urban Systems Integrated Environmental Services team. Her technical skills and experience include vegetation, fish habitat, wetlands, wildlife, and pre/post monitoring of terrestrial and aquatic habitats. She has extensive knowledge in biophysical/wetland Impact assessments for various projects, including lake studies, environmental reserve restoration, and regulatory approvals. She is well versed in provincial and federal regulations, policy, and how they are triggered by proposed developments or compliance. Terri's experience extends to conducting environmental site inspections on active construction sites and post-development monitoring to ensure environmental compliance and the protection of environmentally sensitive areas.



CHRIS ULMER, RPP, MCIP

Planning and Project Leadership

Chris is a Principal at Urban Systems and a Community Planning Consultant with experience in long-range planning, regional collaboration, asset management, community economic development, and public policy. Chris focuses on sustainable community development, recognizing communities as complex adaptive systems, and has worked with a variety of municipalities in Western Canada and throughout Northeast Georgia in the United States since 1999. Chris is a strong communicator and experienced in managing projects from inception through adoption for both rural and urban municipalities of various sizes. His focus is on building collaborative processes that are inclusive of the municipal and stakeholder perspectives.



AMIE MCGOWAN, P.ENG.

Community Consultant and Project Leadership

Amie is a Civil Engineer and Principal with over 17-years of experience working with local governments and community infrastructure. Having also served in local government for 6 years, she brings a grounded appreciation of municipal context in delivering projects and community services. Over the last 10 years, she has focused her expertise on supporting communities in determining their infrastructure needs through asset management, strategic and integrated planning, and navigating various funding approaches. Amie has worked with many municipalities to develop policies, program guidelines, and long-term management plans for a wide variety of functions including asset management, levels of service, energy management, utility operations, and levies. Amie's experience also includes work in corporate strategy and governance advisory, and she is sought after for leadership and coordination of multidisciplinary project teams.



JASON FREDERICKSON, PAg

Environmental Review and Assessment

Jason Frederickson, PAg, is an Agrologist registered in both Alberta and Saskatchewan and a Senior Environmental Consultant at Urban Systems on the Integrated Environmental Services team. Jason has worked on several Lake Management Plans that focused on lake history, health assessments, recreational and surrounding land use impacts on waterbodies and their watersheds. He is a Qualified Aquatic Environmental Specialist proficient in biophysical environmental assessment, impact mitigation planning, and a variety of data collection methods. Through practical industry experience, he has gained an understanding of municipal, provincial, and federal environmental approval systems and is supported by a diverse team of technical experts in the field.



DANIEL HAO, RPF, BIT

Environmental Planner

Daniel is an Environmental Consultant with more than five years of industry experience. As a Registered Professional Forester (RPF) with the Association of Alberta Forest Management Professionals (AAFMP), he has a B.Sc. in Forestry from the University of Alberta. He brings a diverse set of expertise in land and natural resource management, with specialized

experience in navigating Alberta's environmental regulatory landscape in conjunction with federal legislative requirements. He has assisted with a wide range of environmental components, including public land disposition applications, Code of Practice notifications, DFO requests for review, wetland permitting, and desktop studies.



NICOLAS ABARCA, M.SC., P.ENG.

Water Resources Engineer

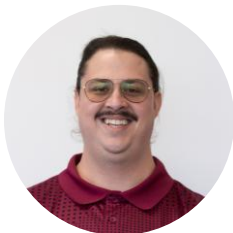
Nicolas (Nic) is a Civil Engineer with a Master of Science degree in Water Resources Engineering from the University of Alberta. Nic has over 18 years of working experience in the industry, with an extensive background in hydrologic analysis, hydraulic structure design, municipal engineering, and land development. Nic is knowledgeable in several modeling tools, including WaterCAD, HEC-RAS, HEC-HMS, PCSWMM, and EPA net. Since 2007, he has been involved in numerous stormwater management and watershed planning initiatives for Indigenous Communities, government and industry, municipal infrastructure management and design, and flood prevention throughout Western Canada.



DIMITRI GIANNOULIS, RPP, MCIP, MPLAN, BSC

Community Planner

Dimitri is a community planner with more than four years of professional experience. He is a Registered Professional Planner in good standing with the Alberta Professional Planners Institute and Canadian Institute of Planners. He is a certified Crime Prevention Through Environmental Design (CPTED) Practitioner, as certified by the International CPTED Association. He has a Master's in Planning and a Bachelor of Science in Geography.



MARTY LAURENT

GIS Analyst

Marty is a GIS Analyst with 7 years of experience in both the public and private GIS industries. Working in both industries, he has collaborated with or supported professional practitioners in a variety of industries, including engineering, public works, planning, and environmental. Marty has provided mapping support, spatial data management & analysis, and web-based mapping products for members of the public, as well as internal and external clients. He is committed to building positive and

lasting client relationships and to providing spatial solutions for any of their needs, whether it's directly for a client or through the support of a team member.



KASSIDIE CORNELL, MJ, IAP2

Communications and Engagement Lead

Kassidie Cornell is a dynamic and strategic communicator with an extensive background in local government communications and engagement. Before joining Urban System's Communications and Engagement practice, Kassidie held various roles on the Communications Team at the City of West Kelowna. During her tenure with the municipality, she played an integral role in developing and expanding capital and infrastructure project communications for the city. With a keen eye for detail and a commitment to using plain, accessible language, Kassidie ensures that information is clearly communicated throughout every phase of a project. She has supported community engagement across a wide range of initiatives and applies internationally recognized best practices in public participation. She holds a Certificate in Public Participation from the International Association of Public Participation (IAP2) and serves on the Board of Directors for the IAP2 Wild Rose Chapter.



KELSEY FRIESEN, BA PRO COMM

Communications and Engagement Support

Kelsey is a project coordinator and communications and engagement professional with Urban Systems and brings a strong background in proofreading and copyediting. She supports projects by facilitating engagement, preparing documents and surveys, analyzing survey data, ensuring quality control, and keeping internal project administration running smoothly. As a professional communicator, Kelsey thrives when she can help create materials that are visually engaging, easy to understand, and enjoyable to interact with. She loves contributing to work that is clear, clean, and thoughtfully crafted—whether she's collaborating with a team or working independently.

4.0 FEES/SCHEDULE

4.1 FEES

A detailed fee estimate, including hourly rates for all team members and time allocations by task, can be found in **Appendix D**. We have estimated a project total of \$194,187 to complete the work as we have proposed. The total cost includes all fees to complete the work as well as disbursements, which are charged at 8%, to cover all project-associated costs. The total cost does not include GST.

Any elements beyond the scope we have identified would be discussed with the Project Manager. Should the additional work be deemed of value to the completion of the project, a separate scope of work would be submitted for approval that would fall outside this fee estimate.

Table 4.1: Proposed Fees

Phase	Description	Total Hours	Labour Cost	Disbursements and Travel	Total Fee
Phase 1	Project Initiation and Background Research	276	\$54,970	\$2,749	\$57,719
Phase 2	Issue Identification and Public Engagement	396	\$72,435	\$3,622	\$76,057
Phase 3	Draft Plan and Review	129	\$24,800	\$1,240	\$26,040
Phase 4	Adoption and Communication of Plan	158	\$32,380	\$1,619	\$33,999
TOTAL		959	\$184,585	\$9,229	\$193,814

4.2 SCHEDULE

Based on the direction set out in the RFP, the anticipated schedule has been outlined in **Appendix E**. This is based on initiating the project in mid-September and proceeding with final adoption in Early 2028, which we have planned for March 2028.

This proposed schedule provides appropriate time for analysis, assessment, engagement, review and discussion, brainstorming alternatives, and preparing the draft and final plans. We have also factored in time to prepare materials before and after meetings and engagement events, as well as ensuring we provide ample time in advance of all meetings to send out content to the Technical and Steering committees, as well as the Partner Councils prior to their respective presentations.

Unexpected events are always a risk to any project. However, in the event we encounter risks and impacts to the project delivery timeline, we will contact the Project Manager to discuss and address potential extensions to the timeline.

The background is a solid teal color. A large, light blue geometric shape, resembling a stylized 'A' or a large triangle with a rounded top-left corner, is positioned in the upper left and center of the page.

Appendix A

Team Resumes

TERRI DURET, P. BIOL, AUTHENTICATING WETLAND PRACTITIONER

SENIOR ENVIRONMENTAL CONSULTANT + PLANNER



Terri is a professional biologist and an authenticating wetland science practitioner with 15 years' experience working on various land, municipal and First Nations development opportunities throughout Western Canada. Her technical skills experience includes vegetation, fish habitat, wetlands, wildlife, and pre/post monitoring of terrestrial and aquatic habitats. She has extensive knowledge in biophysical/wetland Impact assessments for various projects including lake studies, environmental reserve restoration and regulatory approvals. She is well versed in Provincial and Federal environmental regulations, policy and how they are triggered by small- and large-scale proposed developments. Terri's experience extends to conducting environmental site inspections on active construction sites to ensure environmental compliance on the protection of environmentally sensitive areas.

EXPERTISE

Qualified Wetland Science Practitioner (Wetland Functional Assessments, management plans and monitoring)

Environmental Regulatory Advisor and Facilitator

Biophysical and Wetland Assessment and Impact Reporting

CSA Registered for Phase I Environmental Site Assessments

EDUCATION

2011
Bachelor of Applied Science Degree, Environmental Science of Industrial Ecology, Mount Royal University, Calgary, AB

EMPLOYMENT BACKGROUND

JANUARY 2018 - PRESENT
Senior Environmental Consultant and Planner, Urban Systems Ltd.

JUNE 2017 – DECEMBER 2017
Wetland Environmental Specialist, Earthmaster Environmental Strategies Inc.

MAY 2011- MAY 2017
Intermediate Environmental Specialist, Westhoff Engineering Resources Inc.

MAY TO AUGUST 2010
Junior Species at Risk Biologist
Department of Fisheries and Oceans

PROFESSIONAL AFFILIATIONS

MEMBER – P. BIOL.
Alberta Society of Professional Biologist (ASPB)

PROJECT EXPERIENCE

QUALIFIED WETLAND SCIENCE PRACTITIONER

- Highly specialized in wetland classification, delineation, and habitat and functional assessments of wetlands, watercourses and lakes
- Prepare and facilitate Biophysical Impact Assessments following The City of Calgary BIA Framework
- Prepare Wetland Assessment and Impact Reports (WAIR) as per Alberta Wetland Policy 2013
- Historical aerial photographic review of wetlands, watercourses, and other valued ecosystem components
- Facilitates and coordinates applications, notifications, and approvals including but not limited to the Impact Assessment Act, Fisheries Act, Species at Risk Act, Water Act, Canadian Navigable Waters Act and Alberta Wildlife Act
- Wetland restoration, monitoring and management plans

RELEVANT PROJECTS

Town of Daimond Valley, AB 2022-2025 – WRSSC Lagoon Upgrades
Fish Habitat Assessment, Water Act, Fisheries and Oceans, and SARA approvals

Melcor Developments – Goldwyn Wetland Assessment 2023-Current
Wetland assessment, constructed wetland design, regulatory approvals and post development monitoring

Genesis Land Development Corp Huxley Wetland Assessment Impact Report/Approvals 2023-Current
Wetland assessment, constructed wetland design, regulatory approvals and post development monitoring

Lac Pelletier, SK 2022
Lake Capacity Study – Habitat Assessment, water quality, and mitigation and land use planning strategies

Okotoks and Foothills County, 2022
Conservation and Reclamation Plan and Water Act, Raw Water Pipeline Project, Water Act approvals

Town of Cochrane, AB 2022
Jumpingpound Bank Restoration
Habitat assessment, approvals, construction and restoration monitoring

Town of Cochrane, AB 2021
Conservation and Reclamation Plan. Field surveys, reporting, regulatory approvals

Jackfish and Murray Lake, SK 2021
Lake Capacity Study – Habitat Assessment, water quality, boat capacity and mitigation and land use planning strategies

Meeting Lake, SK 2022
Lake Capacity Study – Habitat Assessment, water quality, boat capacity and mitigation and land use planning strategies

Pelican Lake First Nation, SK 2021
Phase I Environmental Site Assessment – 158 cabin Headlease renewal

Two Hills County, AB 2020
Wetland Impact Assessment Report for Bridge Replacement and Regulatory Facilitation

PROFESSIONAL BIOLOGIST

- Baseline ecological inventories and post development monitoring
- Facilitation of approvals through Indigenous Services Canada (ISC)
- Collaborating and preparing Municipal environmental/wetland policy
- Turbidity monitoring and fish salvage operations
- Fish habitat assessments
- Riparian Health Assessments
- Project Management and support on public engagement
- Preparing ECO plans and conducting ESC inspections and reporting
- Detailed site assessments (DSA) for reclamation certification on oil and gas well sites
- Phase I Environmental Site Assessments (ESA)
- Water Quality Sampling/Monitoring
- Third Party Review on Environmental Assessments

RELEVANT PROJECTS

Rocky View County, AB 2019

Biophysical and Wetland Impact Assessment Report for Omni, Genesis Land Development Corp.

Town of Cochrane, AB 2018

Wetland Pond Program, Glenbow Ranch Provincial Park

Bragg Creek, AB 2017

Greater Bragg Creek Trail Association, WAIR and Water Act approval

The City of Calgary, AB 2015

Metis Trail Constructed Wetland Monitoring

Berens River First Nation – Traditional Fisheries Assessment 2023

Mapping and documenting significant fisheries resources for the Nation

Town of Cochrane 2023 – Construction Monitoring for HDD

Site assessment and regulatory approvals. Conducted environmental monitoring of a Horizontal Directional Drill for Sanitary pipeline

City of Calgary 2023

8th Street Conceptual Design – Phase I ESA and Preliminary Natural Site Assessment

Westend Regional Commission Services 2022

Field Assessment, Impact Assessment and Regulatory Approvals

Okotoks and Foothills County, 2024

Conservation and Reclamation Plan and Water Act, Raw Water Pipeline Project

Genesis Land Development, Calgary, 2022

Logan's Landing at Ricardo Ranch: Biophysical Impact Assessment/Wetland Impact Assessment Report/Approvals

Mattamy Homes, Calgary, 2018-2020

Cityscape: Annual Wetland Monitoring Program

R.M of Meota, SK 2020

Environmental Assessment and Regulatory approvals for road improvements/culvert replacements

Rural Municipality of Wood Buffalo, 2018-2022

Environmental and Regulatory Advisory Services

Truman Homes, Calgary, 2018

Biophysical Impact Assessment for Timberline Estates,

Slave Lake, AB 2017

Riparian and Fish Habitat Assessment for Cardinal Energy

M.D of Foothills, AB 2017

Biophysical Impact Assessment for Oxbow Area Structure Plan, Walton Development

The City of Calgary, AB 2015

Evanston/Hanson Trail Biophysical Impact Assessment, The City of Calgary Parks

The City of Calgary, AB 2011 - 2014

Enmax Power Corporation Horizontal Directional Drill and Overhead Power Line at Seton Blvd and Bow River: Biophysical Impact Assessment, construction, turbidity and post construction monitoring and reporting, Enmax Power Corporation

The City of Calgary, AB 2011 - 2013

West Nose Creek: Bank stabilization post monitoring and annual reporting, The City of Calgary

CHRIS ULMER, RPP, MCIP, CNU-A

COMMUNITY CONSULTANT/PRINCIPAL

URBAN
SYSTEMS



Chris is a Principal at Urban systems and a Community Planning Consultant with experience in long range planning, regional collaboration, asset management, community economic development, and public policy. Chris focuses on sustainable community development, recognizing communities as complex adaptive systems, and has worked with a variety of municipalities in Western Canada and throughout northeast Georgia in the United States since 1999. Chris is a strong communicator and experienced in managing projects from inception through adoption for both rural and urban municipalities of various sizes. His focus is on building collaborative processes that are inclusive of the municipal and stakeholder perspectives.

EXPERTISE

Sustainable Community Planning
Regional Collaboration
Complex Adaptive Systems
Asset Management
Public Engagement
Policy Development

EDUCATION AND CERTIFICATIONS

2017

Master Course in Advanced Complexity
Cognitive Edge

2014

Certificate in Public Participation
International Association of Public Participation

2012

Certificate in Sustainable Community Development
Simon Fraser University

2000

Bachelor of Arts
Regional and Urban Development
University of Saskatchewan

2000

Advanced Certificate, Geography
University of Saskatchewan

PROJECT EXPERIENCE

POLICY PLANNING

Town of Cochrane

Workshops with senior leaders to reimagine the role of the MDP.

Intermunicipal Development Plans:

- Town of Slave Lake, AB
- Town of Didsbury, AB
- Town of Carstairs, AB
- Town of Blackfalds, AB
- Town of Bentley, AB
- Village of Clive, AB
- Village of Alix, AB
- Village of Cremona, AB
- Walton County, GA
- Madison County, GA

Comprehensive Community Plans

- Town of Sylvan Lake
- Town of Didsbury, AB
- Town of Carstairs, AB
- Town of Crossfield, AB
- Town of Braselton, GA
- M.D. of Bonnyville, AB
- Clearwater County, AB
- Stettler County, AB

Towns of Cochrane, Carstairs, and Blackfalds-Growth Study

Creation of growth studies to evaluate future development scenarios.

Cactus Corridor and Battle River Regions

Worked with both areas to explore the impacts and opportunities of the closure of the coal mine and developing a long-term transition strategy.

Northeast Georgia Metropolitan Regional Plan

Managed the land use, social planning, and economic development elements for the areas between Athens and Atlanta.

Black Diamond-Turner Valley Amalgamation Feasibility Study

Explored municipal restructuring options.

ASSET MANAGEMENT AND SERVICE DELIVERY

City of Lethbridge

Introductory workshop with Council on the role of Asset Management.

City of Lethbridge

Workshop with interdepartmental management on project prioritization

AB Munis/RMA/IAMA Asset Management Cohorts

Developed workshop materials and helped facilitate workshops for multiple cohorts of municipalities.

AB Munis /RMA/IAMA Asset Management for Elected Officials

Developed workshop materials and helped facilitate workshops targeted to elected officials.

WaterWolf, SK District Planning Commission

Helped facilitate the co-creation of asset management plans for 16 municipalities.

Palliser Regional Municipal Services

Facilitate training sessions around developing asset management plans for municipal members of Palliser.

City of Fernie

Organizational asset management framework relative to the OCP.

EMPLOYMENT BACKGROUND

2013-PRESENT

Community Consultant
Urban Systems Ltd.
Calgary, AB

2012-2013

Executive Director
Parkland Community Planning
Services, Red Deer, AB

2009-2011

Long Range Planning Manager
City of Vernon, Vernon, BC

2007-2009

Municipal Planning Manager
Parkland Community Planning
Services, Red Deer, AB

2000-2006

Planner/Senior Planner
Northeast Georgia Regional
Development Centre
Athens, GA

PROFESSIONAL AFFILIATIONS

MEMBER

Canadian Institute of Planning
Alberta Professional Planning Institute
Congress for the New Urbanism
American Planning Association
(International Member)

LOCAL GOVERNMENT EDUCATION

Elected Officials Education Program

Responsible for the development, delivery, and facilitation of the EOEP flagship continuing education course (Muni's 101) and delivery of the following courses:

- Regional Partnerships and Collaboration
- Service Delivery
- Strategic Planning
- Land Use and Development

Asset Management Continuing Education courses

Coordinated the development and delivery of Asset Management courses for AB Munis /RMA.

BOUNDARY EXPANSION

Towns of Carstairs, Blackfalds, Innisfail, Rocky Mountain House, and Bruderheim, AB

Developed Growth Study and land use plan, managed stakeholder negotiations and presented to the Municipal Government Board.

City of Vernon, BC

Managed the City boundary expansion application and review process.

Town of Braselton, GA Urban Growth Boundary

Established long-term growth strategy and Urban Growth Boundary to guide future boundary expansions.

ADVISORY PLANNING SERVICES

Towns of Carstairs, Crossfield, Turner Valley, Didsbury, Olds, and Village of Cremona

Ongoing provision of professional planning service and advice.

Parkland Community Planning Services

Provided professional planning service and advice, prepare and present subdivisions, plan amendments, new plans, and development applications.

OTHER PROJECTS OF NOTE

Battle River Economic Opportunities Committee

Developed social resilience strategy and socio-economic development plan as part of coal transition

City of Lethbridge – Land Banking Strategy

Consider strategic and growth goals through lens of City directed land management.

Towns of Vegreville, Didsbury, Ponoka, and Carstairs-Housing Needs Assessment

Assess housing needs and demographic change.

Towns of Ponoka and Penhold and Village of Delburne Strategic Plan

Worked with Council and Administration to facilitate internal and external engagement and producing strategic plan and implementation strategy

PRESENTATIONS AND RESEARCH

AB Munis Risk Conference

Risk through the asset management lens.

AB Munis /RMA

Municipal structures in an Alberta context.

LGAA Conference

Decision making in a complex world.

Strong Towns Summit

The complexity of municipal finances.

Emerging Trends in Municipal Law

The new realities of the MGA and regional collaboration.

MIT Sloan School of Management

The importance of collaboration in community development.

Georgia Department of Community Affairs

Service Delivery Strategies and the cumulative effects of Development.

AMIE MCGOWAN, P.ENG.

COMMUNITY CONSULTANT, PRINCIPAL

URBAN
SYSTEMS



Amie is a Civil Engineer and Principal with over 17-years of experience working with local governments and community infrastructure. Having also served in local government for 6 years, she brings a grounded appreciation of municipal context in delivering projects and community services. Over the last 10 years she has focused her expertise supporting communities in determining their infrastructure needs through asset management, strategic and integrated planning, and navigating various funding mechanisms. Amie has worked with many municipalities to establish and grow their asset management capacity, and maintains a strong understanding of operations, levels of service, and organizational risk. Amie is sought after for leadership and coordination of multi-disciplinary project teams, and has successfully delivered multiple high-impact, politically relevant projects. Her experience also includes work in corporate strategy and governance advisory.

EXPERTISE

Multi-Disciplinary Project Leadership
Infrastructure/Asset Planning
Municipal Engineering
Technical Facilitation

EDUCATION

2010
B.A.Sc. Civil Engineering (Distinction & Co-op), University of British Columbia

EMPLOYMENT BACKGROUND

2017 – PRESENT
Community Consultant, Principal
Urban Systems Ltd.

2015 – 2017
Manager Sustainable Operations,
Regional Municipality of Wood Buffalo

2012 – 2015
Senior Municipal Engineer and
Municipal Engineer, Regional
Municipality of Wood Buffalo

2011 – 2012
Civil Engineer, Associated Engineering

2010 – 2011
Project Engineer, Urban Systems Ltd.

PROFESSIONAL AFFILIATIONS

MEMBER
Association of Professional Engineers
and Geoscientists of Alberta (APEGA)

BOARD & COMMITTEE SERVICE

2025 – PRESENT
Consulting Engineers of Alberta (CEA)
Municipal Liaison Committee Chair

2022 – 2025
Consulting Engineers of Alberta (CEA)
Board Director

2019 – 2023
Urban Matters CCC Board Director

RELEVANT EXPERIENCE

COMMUNITY INFRASTRUCTURE & PLANNING

Village of Boyle, 2025

- Infrastructure & Development Assessment and Strategic Roadmap
- Growth Scenarios and Implications
- Development Servicing Standards

MD Lesser Slave River, 2025 - Present

- General Advisory for Engineering and Planning support for subject lands
- Support for LUB Updates
- General Municipal Servicing Standards

City of Beaumont, 2024 - Present

- Levels of Service Inventory, Assessment, and Costing – organization-wide
- Strategic Asset Management Plan
- Off-Site Levy Bylaw and Program Update

City of Spruce Grove, 2025 - Present

- Developable Land Supply Analysis

County of Birch Hills, 2024 - Present

- 2024-2026 Asset Management Support Services
- Energy audit and structural assessment of County facilities to develop integrated building plan

Alberta Municipalities, 2024 - Present

- OSL Template and User Guide for Municipalities
- Water Conservation Getting Started Guide (2025)
- Water Conservation and Efficiency Policy (2024)

Town of Hinton, 2024

- Signage Standards
- Parks Assets – Data and Budget Planning

Prophet River First Nation, 2024

- Natural Asset Management and Valuation Project

City of Leduc, 2023-2026

- Light Efficient Community Policy Feasibility Study (2026)
- 10-year Environmental Plan (2023)

Town of Lamont, 2023

- Community Climate Change Adaptation and Resilience Plan

Swan River First Nation, 2022-2023

- Integrated Community infrastructure and Housing Plan

Town of Edson, 2022 - Present

- Client Lead for SOA for Engineering and Planning support services (2026)
- Planning Advisory Support (2022)

Fort McKay Métis Nation, 2018-2020

- First Community Sustainability Report; significant engagement and progress reporting on social, environmental, governance, and economic goals. GRI referenced methodology (2020)
- Infrastructure Master Plan and Community Master Plan (2018)
- Island Lake Lodge Development Concept and Framework (2018)

RMA, AUMA, IAMA 2020-2023

- Delivered Asset Management Cohort training workshops and sessions to municipalities across Alberta (2020/2021 and 2022/2023)

RM of Wood Buffalo, 2012-2016

- Wastewater Master Plan and Water Master Plan (2014)
- Contributed to multiple community Master Plans and system assessments: Lower Townsite Sewer Capacity Analysis, Drainage Master Plan, Water Network, and Fire Flow Assessments
- Project Manager/Engineer for annual Sanitary Sewer Flow Monitoring and Assessment program, Inflow & Infiltration Reduction Studies
- Completed numerous feasibility studies and preliminary designs for major utility infrastructure projects (Urban Rehabilitation Program, South Regional Wastewater Treatment Facility, MacDonald Island Servicing and WWTP, SW Regional Water Supply Line, Janvier Sewage Lagoon, etc.)
- Led development of 1-year and 5-year Engineering Capital Budgets, in coordination with long-term infrastructure plans; produced project business cases and budgeting presentations
- Infrastructure Planning: led the creation and development of internal processes to consolidate asset data and infrastructure recommendations to identify capital and operating project needs; facilitated prioritization of capital projects across various departments
- Rural Water and Sewer Servicing: core member of Rapid Results Team, responsible for planning and initiating project financing and delivery models, resulting in Council approval of \$150M project; Project Advisor prelim design, Strategic Advisor for implementation
- Project Engineer/Technical Advisor for Urban Infrastructure Rehabilitation 2014-2016; preliminary design
- Advisor for development of Unit Cost Models, enhancing internal budgeting accuracy for capital projects

GOVERNANCE, POLICY, AND MUNICIPAL PROGRAMS AND PROCESSES

Strathcona County, 2025 – Present

- Organizational Evaluation Framework and Corporate Business Plan and support for development of Strategic Plan (facilitation planning)

City of Beaumont, 2025 - Present

- Planning and Engineering Roles in Development Review
- Off-Site Levy Program Guide

Capital Region Northeast Water Services Commission, 2023-Present

- Update to Strategic Actions and governance framework (2026)
- Organizational Strategic Plan – facilitated working sessions to support Board governance and culture, leading to development of strategic plan (2023)
- Co-design and implementation of a new governance framework and voting structure to ensure operations reflect the current context of the commissions (2025)

Village of Boyle, 2025-Present

- Development Agreement Checklist and Process Support

Swan River First Nation, 2023

- Development of updated Nation Housing Policy, including engagement with community members

RM of Wood Buffalo, 2020-2021

- Sanitary Sewer Backflow Prevention Program – Council Policy and Administrative Procedure
- Downtown Revitalization Incentives Program Phase 2 – Council Policy update, Administrative Procedure
- Regional Food and Beverage Patio Program – Council Policy and Administrative Procedure

RM of Wood Buffalo, 2012-2016

- Led the internal *Functional Review* project for the RMWB, a comprehensive overview of the

RMWB's organizational structure and internal practices

- Core team member developing flood mitigation strategy for Fort McMurray; responsibilities included coordination, technical analysis and feasibility, financial strategy, liaising with provincial government, Council presentations
- Capital Projects Framework committee; revamped the RMWB's capital project delivery processes
- Led coordination of City Centre Redevelopment Plan with engineering capital projects
- Committee member of Regional Structure Action Strategy initiative; provided infrastructure planning context on behalf of the RMWB for joint government/ industry initiative

COMPLEX PROJECTS

RM of Wood Buffalo, 2020-2025

- Waterfront Revitalization Project; project leadership team driving design of regional Park; engagement with multiple RMWB departments to advise on design parameters, including environmental, lands, engineering, flood mitigation, parks and roads, trails, operations, and planning. Significant public, stakeholder, and rightsholder engagement. Multi-year navigation alongside Council appointed committees to revise scope, value engineer, and adjust outcomes to ensure alignment with community objectives across two Council terms. (2020-2025)

JASON FREDERICKSON, PAg

SENIOR ENVIRONMENTAL CONSULTANT

URBAN
SYSTEMS



Jason Frederickson PAg., is an Agrologist registered in both Alberta and Saskatchewan and a Senior Environmental Consultant at Urban Systems on the Integrated Environmental Services team. Jason has worked on several Lake Management Plans which focused on lake history, health assessments, recreational and surrounding land use impacts on waterbodies and their watersheds. He is a Qualified Aquatic Environmental Specialist proficient in biophysical environmental assessment, Impact mitigation planning, and a variety of data collection methods. Through practical industry experience he has gained an understanding of municipal, provincial, and federal environmental approval systems and is supported by a diverse team of technical experts in the field.

EXPERTISE

Environmental Survey and Assessment

Qualified Aquatic Environmental Specialist (QAES)

Project Impact Mitigation and Planning

Environmental Regulatory Management

EDUCATION

2015

Bachelor of Science in Environmental Science, Mount Royal University, Calgary, AB

EMPLOYMENT BACKGROUND

MAY 2019 – PRESENT

Environmental Specialist, Urban Systems Ltd, Calgary, AB

2016 – 2019

Environmental Technician, Matrix Solutions Inc., Calgary, AB

2013 – 2016 (SEASONAL)

Jr. Environmental Scientist, Westhoff Engineering Resources Inc., Calgary, AB

2004-2007

Jr. Crew Chief, Midwest Surveys, Peace River, AB

PROFESSIONAL AFFILIATIONS

Professional Agrologist (PAg) with the Alberta Institute of Agrologists

Professional Agrologist (PAg) with the Saskatchewan Institute of Agrologists

LAKE STUDY PROJECTS

Jason has been involved in the preparation of several Lake Management Plans. Under different names, these studies include review of existing information, documentation of current conditions, identification of data gaps, data collection and reporting. These reports include regulatory guidelines, environmental mitigation strategies, and land use policy recommendations that can help guide stakeholders in long term lake health planning and action.

Saddle Lake Water Protection Strategy

2021, Saddle Lake, AB. Provided a detailed review of biophysical conditions and land use surrounding Saddle Lake. Provided scientifically defensible recommendations for the development and implementation of a community led lakeshore setback policy. This project was limited to the bounds of the Lake while considering potential nutrient and contamination point sources from a watershed perspective.

Jackfish and Murray Lake Development Capacity Study

2021 RM of Meota, SK. Provided an in-depth summary of geographic setting, ecological elements and human land use patterns and pollution inputs surrounding the adjoined lakes. Prepared a detailed report outlining recommendations for responsible development, conservation, and water quality protection guidelines. Presented the report to council and defended the findings.

Meeting Lake Development Capacity Study

2021 RM of Meeting Lake, and RM of Spiritwood, SK. Prepared a detailed biophysical and anthropogenic land use report to aid in sustainable community maintenance and development policy.

Presented the report to council and defended the findings.

St. Paul Comprehensive Water ACT Approval for Boat Launch Maintenance

2025, St Paul County No. 29, AB., Fish Habitat Assessments on 16 boat launches across St. Paul County. Preparation and submission of a comprehensive Water Act application for the ongoing maintenance of regional boat launches.

Town of Cochrane 2023 – Growth Management Overlay

Contributed to the development of a biophysical landscape assessment matrix as part of a larger multi-disciplinary team to aid town planners in decision making around future development of the Bow River valley near Cochrane AB. Town of Cochrane, AB 2022.

ENVIRONMENTAL CONSTRUCTION OPERATING (ECO) AND EROSION AND SEDIMENT CONTROL (ESC) PLANS

Jason has extensive practical experience preparing for and monitoring construction projects in and around water. This experience has provided in depth knowledge of the impacts of human activities on waterbodies and addressing the public concerns that result from these impacts.

Inglewood Sanitary Trunk Expansion

2018, Calgary, AB. Provided ESC and ECO plan development for a 4km micro-tunneling and open trench installation of sanitary trunk line beneath the communities of Inglewood and Ramsay.

Elbow Island Flood Mitigation and Fish Habitat Enhancement 2018, Calgary, AB.

Provided ESC and ECO plan development for the channel realignment and fish habitat enhancement within the Elbow River upstream and beneath the Mission Bridge near Elbow Island Park.

ESC and ECO plan inspection and reporting on behalf of the City of Calgary, AB.

Conducted ESC and ECO plan compliance inspections for municipal projects.

Calgary Zoo Flood Mitigation Project 2018

12th Street Bridge Replacement 2018

Airport Trail NE Expansion 2018

INSTREAM WORK ISOLATION AND FISH SALVAGE

Jason is a Qualified Aquatic Environmental Specialist with a focus on aquatic and riparian natural areas. Provide guidance and/or installation of in stream work isolation measures. Conduct fish habitat assessments, regulatory management, and fish salvage operations.

Flood Recovery Bank Stabilization 2022, Jumpingpound Creek, Cochrane, AB.

Stony Lake Boat Launch Restoration 2021, County of Saint Paul, AB.

Lac Bellevue Boat Launch Restoration 2022, County of Saint Paul, AB.

Garner Lake Boat Launch Removal 2024, County of Saint Paul, AB

ENVIRONMENTAL MONITORING, SAMPLING, + DATA COLLECTION

Environmental Spill Response, Various locations 2016-2019

Conducted first response, delineation, and mitigation operations for a variety of oilfield related substance releases. Projects include rapid assessment of ecological and geological setting, wildlife mitigation, and initiation of soil and water sampling programs related to delineation, containment, and mitigation of the release.

WATER QUALITY AND TURBIDITY MONITORING

Jason has a strong background in water quality sampling and monitoring programs. Experience Includes boat operation, as well as installation and maintenance of remote sensing instream water quality instrumentation.

APPL Replacement Project 2018 Red Deer River, Battle River, and Watelet Lake crossings, AB. Provided hourly water quality and environmental monitoring for three major HDD water body crossings. Deployed, maintained and monitored satellite uplink and in stream sondes for remote environmental monitoring systems.

Walterdale Bridge Construction 2018 Edmonton AB. Turbidity Monitoring and ECO plan inspection, Edmonton, AB.

Private Sector Oil and Gas HDD, 2017/18 Provided environmental monitoring and reporting for large scale contaminated sites and HDD wetland and stream crossings across Alberta.

Clubroot Soil Sampling 2018, APPL Replacement Project, AB

Conducted soil sampling survey for a major linear project between Edmonton and Calgary. Conducted site assessments and created sampling plans for each quarter section along the project route. Followed strict equipment sterilization and sample integrity protocols.

DANIEL HAO, RPF, BIT

ENVIRONMENTAL CONSULTANT



Daniel is an Environmental Consultant with more than five years of industry experience. A Registered Professional Forester (RPF) with the Association of Alberta Forest Management Professionals (AAFMP), he has a B.Sc. in Forestry from the University of Alberta. He brings a diverse set of expertise in land and natural resource management, with specialized experience in navigating Alberta's environmental regulatory landscape in conjunction with federal legislative requirements. He has assisted with a wide range of environmental components, including Code of Practice notification, DFO request for review, wetland permitting, and desktop studies.

EXPERTISE

Wetland science, management and permitting

Riparian ecology and management

Wildlife ecology and management

Forest ecology and management

Desktop GIS analysis

EDUCATION

2025-PRESENT

Grad. Dip. in Climate Risk Management, University of Waterloo

2015-2019

B.Sc. in Forestry, University of Alberta

EMPLOYMENT BACKGROUND

2025 – PRESENT

Environmental Consultant
Urban Systems Ltd

2022-2025

Environmental Planner
Carson Integrated Ltd.

2021-2022

Junior Planning Forester
Carson Integrated Ltd.

PROFESSIONAL AFFILIATIONS

Registered Professional Forester (RPF)

Association of Alberta Forest Management Professionals

BIOLOGIST-IN-TRAINING (BIT)

Alberta Society of Professional Biologists

PROJECT EXPERIENCE

HOUSING & INFRASTRUCTURE

O'Chiese First Nation, New School Road Culvert Upgrades, 2025 - 2026

- Watercourse and fish habitat assessments
- Code of practice notifications through DRAS
- DFO Request for Review and approvals

O'Chiese First Nation, Baptiste Bridge Replacement, 2025-2026

- Navigable Waters Act application under the Navigation Protection Program (NPP)
- Liaison with federal and provincial regulators for jurisdictional compliance

O'Chiese First Nation, Education Way Subdivision, 2025-2026

- Nest Relocation permit under the *Migratory Bird Regulations*
- Code of practice notifications through DRAS

Bigstone Cree Nation, Cattelman Drive Flood Mitigation, 2025-2026

- Desktop and field wetland delineation
- Care of Water Plan and ECO plan
- DFO Request for Review and approvals

Bigstone Cree Nation, Solar Feasibility Study, 2025

- Desktop wetland and ecosite delineation
- Regulatory screening to identify tripwires for solar energy development

Smith's Landing First Nation, Thabacha Näre Subdivision Phase 1B, 2025

- Prepared ECO plan to guide best practices and regulatory compliance
- Liaised with the DFO to ensure proposed stormwater infrastructure aligns with department expectations

Town of Diamond Valley, Westend Regional Sewage Diffuser, 2025

- Fish salvage and fisheries data collection during construction
- Turbidity monitoring during construction
- FWMIS loadform preparation and submission

Mattamy Homes, Hearthstone Stage 4, 2025

- Field wetland assessments and delineation
- Liaison with Water Boundaries Unit to determine crown-claimed wetland extents

NATURAL RESOURCES

Canadian Natural Resources Ltd. *Regulatory Approvals, 2022-2025*

- Desktop and field wetland delineations under *Alberta Wetland Policy* Directives
- Disposition applications under the *Public Lands Act* through the AER (OneStop)
- Code of practice notifications through DRAS
- WAIFs, WAIRs and technical proposals under the *Alberta Wetland Policy*

Northland Forest Products Ltd. *Regulatory Approvals, 2022-2025*

- Disposition applications under the *Public Lands Act* through the EPA (EDS)
- Code of practice notifications through DRAS
- Land use planning, stakeholder engagement and third-party consent acquisition
- WAIFs, WAIRs and technical proposals under the *Alberta Wetland Policy*

Vanderwell Contractors, Regulatory Approvals, 2022-2025

- Disposition applications under the *Public Lands Act* through the EPA (EDS)
- Code of practice notifications through DRAS
- Land use planning, stakeholder engagement and third-party consent acquisition
- WAIFs, WAIRs and technical proposals under the *Alberta Wetland Policy*

Alberta-Pacific Forest Industries *Forest Planning and Management, 2021-2022*

- Pre-harvest field reconnaissance to identify operational and environmental constraints
- Logging block boundary and road layout (field)

BC Timber Sales, Forest Planning and Management, 2021

- Riparian zone and watercourse classification & assessment
- Ecosite classification (field)
- Logging block boundary and road layout (field)

CARIBOU HABITAT RESTORATION

Chipewyan Prairie First Nation, *Landscape ecology Studies, 2024-2025*

- Wetland and ecosite delineation
- Operational planning
- Water Act approvals and public land disposition applications
- Third-party engagement and land-use consent acquisition

Athabasca Landing First Nation, *Landscape ecology Studies, 2024-2025*

- Wetland and ecosite delineation
- Operational planning
- Water Act approvals and public land disposition applications
- Third-party engagement and land-use consent acquisition

NICOLAS ABARCA, M.SC., P.ENG.

WATER RESOURCES ENGINEER



Nic is a Civil Engineer with a Master of Science degree in Water Resources Engineering from the University of Alberta. His master's thesis entailed the characterization of River Ice processes in the Athabasca River at Fort McMurray. Nic has over 18 years of working experience in the industry, with an extensive background in hydrologic and hydraulics analyses, hydraulic structure design, municipal engineering and land development. Nic is knowledgeable in several modeling tools including HEC-RAS and GeoHECRAS, WaterCAD, HEC-HMS, PCSWMM and EPA net. Since 2007, he has been involved in numerous river engineering, stormwater management and watershed planning initiatives for Indigenous Communities, government and industry, municipal infrastructure management and design, and flood prevention throughout Western Canada.

EXPERTISE

River Engineering Hydraulics and Hydrology

River Ice Engineering

Stormwater Management, Sanitary and Water Servicing

Potable Water, Stormwater and Sanitary Master Planning

Design of Hydraulic Structures and Drainage Systems

EDUCATION

2007

M.Sc. in Water Resources Engineering
University of Alberta, Canada

2003

B.Sc. in Civil Engineering
Universidad de los Andes
Colombia

EMPLOYMENT BACKGROUND

2011 – PRESENT

Water Resources Engineer
Urban Systems Ltd.

2007 – 2011

Project Engineer
Sameng Inc.

2005 – 2007

Research Assistant
University of Alberta

PROJECT EXPERIENCE

FLOODPLAIN DELINEATION AND RIVER ENGINEERING STUDIES

Village of Fruitvale – Beaver Creek Flood Risk Assessment

Project lead for the hydrologic and hydraulic analysis of Beaver Creek, which runs through the Village of Fruitvale. The project included flood inundation mapping, flood risk assessments and stakeholder consultation.

Living Waters Campground – Little Red Deer River Flood Mapping

Project lead for the hydrologic and hydraulic analysis of the Little Red Deer River south of the City of Red Deer, for the development of a youth campground. The project included flood inundation and flood risk mapping, and an assessment of impacts of encroachment in the flood fringe.

Kwadacha Nation – Floodplain Mapping and Erosion Protection

Lead project engineer for the development of flood mapping of the Finlay, Kwadacha and Fox Rivers in Fort Ware, BC. The project included hydrologic and hydraulic analyses, floodplain mapping and preliminary design of Erosion Protection Works.

City of Cranbrook – Spray Irrigation Outfall Erosion Protection

Project lead for the design of Erosion Protection works for the City's Wastewater Treatment Plant spray irrigation outfall into the Kootenay River. Project included hydrologic and hydraulic modelling, detailed design and construction.

City of Kimberley – Hydraulic Assessment of the St. Mary River

Project lead for the development of a 2D hydraulic model of the St. Mary River at Kimberley, for the design of upgrades to the City's Wastewater Treatment Plant. Project included hydrologic analysis, and 2D hydraulic modelling for both the 200-year and 7Q2 low flow conditions.

Bigstone Cree Nation – Hoole Creek and Unnamed Creek Flood Mapping

Project lead for the hydrologic and hydraulic analysis of Hoole Creek and the Unnamed Creek west of Hoole Creek on Bigstone's Reserve 166A. The project also included flood mapping and stakeholder consultation.

Township of Langley – Anderson Creek Flood Mapping

Lead Project Engineer for the development of a 2D hydraulic model of Anderson Creek in GeoHECRAS and subsequent flood mapping.

City of Kelowna | Mission Creek Sediment Transport Analysis

Project Engineer for the modelling of sediment transport processes along Mission Creek in proximity to the KLO Bridge crossing. Project included sediment transport modelling in HEC RAS.

District of Spallumcheen | Fortune Creek Dike Decommissioning

Lead project engineer for the decommissioning of a diking district along Fortune Creek. Project included hydrologic and 2D hydraulic modelling of the creek to establish the existing level of service of the dike and map the floodplain pre and post dike decommissioning.

PROFESSIONAL AFFILIATIONS

MEMBER

Association of Professional Engineers and Geoscientists of Alberta (APEGA)

MEMBER

Association of Professional Engineers and Geoscientists of British Columbia (APEGBC)

MEMBER

Association of Professional Engineers and Geoscientists of Saskatchewan (APEGS)

Town of Diamond Valley | Climate Resiliency Capacity Building

Project Manager and Lead Project Engineer for the assessment of level of service of four existing flood mitigation berms from a climate change perspective. Conducted hydrologic and hydraulic analyses under climate change conditions and developed preliminary designs of berm upgrades.

O'Chiese First Nation | Baptiste River Crossing Hydrotechnical Study

Project Manager and Lead Project Engineer on the development of a Hydrotechnical Study for the replacement of the bridge crossing of the Baptiste River in O'Chiese First Nation. The project included 1D modelling of the river in GeoHECRAS, channel stability assessments and scour analyses.

Central Coast Regional District | Bella Coola River Flood Mapping Study

Senior Engineer for the development of updated flood mapping of 75 km of the Bella Coola River from the mouth. The project included 1D and 2D modelling of the river in GeoHECRAS, and detailed mapping the floodplain.

City of Nanaimo | Millstone River Flood Mapping Update

Senior Engineer for the development of a hydraulic model of the Millstone River within the boundaries of the City of Nanaimo. Project included coupled 1-D and 2-D modelling of the river and the development of updated open water flood inundation mapping.

Bigstone Cree Nation | Willow River Flood Hazard Study

Project Engineer for the development of a hydrologic and hydraulic model of the Willow River Delta at Wabasca Lakes. Project included the modelling of the River in 2D and the delineation of the floodplain under different flood prevention scenarios.

City of Quesnel | Floodplain Delineation Study

Lead modeler for the development of updated floodplain maps for the Quesnel River, the Fraser River, Baker Creek and Dragon Creek in the City of Quesnel, BC.

Work involved developing a GeoHECRAS model of the system and evaluating the floodplain under climate change scenarios.

Saddle Lake Cree Nation | Saddle Lake Creek Emergency Response and Preparedness Plan

Project lead for the development of an Emergency Response and Preparedness Plan related to flooding of Saddle Lake Creek. Project included the modelling of the Creek and the delineation of the floodplain under different scenarios that accounted for climate change and beaver dams.

Town of Cochrane | Jumpingpound Creek Flood Recovery and Erosion Control (FREC)

Project manager and Lead Project Engineer for the design of bank reconstruction, flood mitigation and erosion protection works along Jumpingpound Creek post 2013 flooding. Project included hydrologic and hydraulic 1D and 2D modelling and the design and construction of a flood protection berm, vegetated riprap, vegetated soil lifts, stream barbs and engineered log jams.

City of Courtenay | Dike Replacement Strategy

Lead modeler for the development of a dike replacement strategy for the City of Courtenay, BC. Work involved developing a GeoHECRAS model of the Courtenay River system that accounted peak flows and tidal fluctuations under climate change conditions.

Township of Langley | Anderson Creek Hydraulic Analysis

Lead engineer for the development of GeoHECRAS model of Anderson Creek in the Township of Langley, for the purposes of developing a flood mitigation strategy.

District of Lake Country | Oyama Lake and Swalwell Lake Dam breach analysis

Project Engineer for the HEC-RAS 2D modelling of dam breach scenarios for Oyama and Swalwell Lakes. Included IDF and Sunny Day Failure analyses.

Mattamy Homes/Strathcona County | Oldman Creek Floodplain Delineation

Project manager and lead project engineer for the delineation of the 1:100 year floodplain of Oldman Creek along the Cambrian Crossing Development in Strathcona County. Detailed description of the project using the body style. Separate projects with a hard return.

the body style. Separate projects with a hard return.

County of Two Hills

Hydrotechnical Design Engineer for the replacement of two local road bridges in the County. The work entailed hydrologic and hydraulic modelling and detailed design of erosion and scour protection measures.

residential, medium and high density residential and industrial subdivisions. These include among others, the Buckingham Business Park, Crestview, Lauer Industrial, Carstairs Links, Acheson, Hartum and Autumn Ridge Country Residential Subdivisions within Parkland County. Most stormwater management plans included floodplain delineation studies for creeks or other water bodies located within or in the vicinity of the proposed subdivisions.

MUNICIPAL INFRASTRUCTURE AND MASTER PLANNING

Bigstone Cree Nation, Saddle Lake Cree Nation and O'Chiese First Nation | Road Drainage Master Plans

Project Manager and Lead Project Engineer for the development of Road Drainage Master Plans for all three Nations. Work included culvert inventory and assessments, hydrologic and hydraulic analysis and prioritization of culvert works.

RM of Wilton | Master Drainage Plan

Project Manager for the development of a Master Drainage Plan for the entire RM of Wilton, SK. Conducted resident workshops to collect information on flooding, and coordinated the development of PCSWMM modeling, capital planning and asset management for the RM's stormwater infrastructure.

Water and Sanitary Master Plan Update: Lead Project Engineer in the update to the County's Water and Sanitary models. The work included the development of extended period simulation models, calibration procedures and establishing recommendations for capital investments.

Bigstone Cree Nation | Infrastructure Master Plan

Project Manager for the development of a water, sanitary, drainage and transportation infrastructure master plan for the Nation. The project included condition assessments and capacity analyses of existing infrastructure and 20-year capital planning for future infrastructure needs.

Town of Olds | Water and Sanitary Model

Lead Project Engineer for the development of computer models of the water distribution and sanitary collection systems for the Town. Included the development hydrant testing and flow monitoring procedures for model calibration.

City of Edmonton | Edmonton Exhibition Lands Neighborhood Design Report

Project Lead for the development of an NDR for the Edmonton Exhibition Lands, which included an evaluation of water, sanitary and stormwater servicing and the identification of servicing constraints and opportunities for the re-development of the area.

Town of Cochrane | Water and Wastewater Master Plan

Project Engineer in the development of a 20-year master plan for the Town's water and wastewater systems. Collaborated in the development of water and sanitary computer models, developed a 20-year financial plan based on capital upgrades identified. Lead in the report writing process.

Water Model Updates: Project Manager and Lead Project Engineer in the development of an updated model for the Town's Water Distribution System. The project included updating and calibrating the existing model and the

PROFESSIONAL AFFILIATIONS

MEMBER

Association of Professional Engineers and Geoscientists of Alberta (APEGA)

MEMBER

Association of Professional Engineers and Geoscientists of British Columbia (APEGBC)

MEMBER

Association of Professional Engineers and Geoscientists of Saskatchewan (APEGS)

development of an extended period simulation model for the analysis of reservoir operations.

STORMWATER MANAGEMENT

Samson Cree Nation

Project Lead for the assessment of drainage issues and the development of stormwater management options for the 3 Mile Lagoon in Samson Cree Nation. Project included hydrologic and hydraulic modeling, drainage improvement designs and cost estimates.

City of Edmonton

Lead Project Engineer for the development of stormwater management plans for the Northern Lights and South Haven Cemeteries in the City of Edmonton. Work included hydrologic analyses and hydraulic design of stormwater management infrastructure. Designs were completed in accordance with ASPs and AEP regulations.

Town of Olds

Project Engineer for the development of conceptual designs for stormwater management of the Olds Cemetery. Work included hydrologic analyses and conceptual design of storm ponds, ditches and outlet pipes.

Private Developers in the Greater Edmonton Area

Stormwater Management Planning: Project Engineer and Manager for the development of numerous stormwater management plans for country

DIMITRI GIANNOULIS, RPP, MCIP, MPLAN, BSC

COMMUNITY PLANNER



Dimitri is a community planner with more than four years of professional experience. He is a Registered Professional Planner in good standing with the Alberta Professional Planners Institute and Canadian Institute of Planners. He is a certified Crime Prevention Through Environmental Design (CPTED) Practitioner, as certified by the International CPTED Association. He has a Master's in Planning and Bachelor of Science in Geography.

EMPLOYMENT BACKGROUND

2024 - PRESENT

Community Planner
Urban Systems Ltd.

2022 - 2024

Land Use Planner
Agricultural Land Commission

2021 - 2022

Planning and Development Officer
Foothills County

2019 - 2021

Project Coordinator
International Avenue BRZ

EDUCATION

2019-2021

Master of Planning from the School of Architecture, Planning, and Landscape at the University of Calgary
Achieved top graduate in Planning

2014-2018

Bachelor of Science (With Distinction)
Honours Geography from the University of Victoria

PROFESSIONAL AFFILIATIONS

FULL MEMBER

Canadian Institute of Planners

REGISTERED PROFESSIONAL PLANNER

Alberta Professional Planners Institute

CPTED PRACTITIONER

International Crime Prevention Through Environmental Design (CPTED) Association

PROJECT EXPERIENCE

WITH MUNICIPALITIES

City of Beaumont

Off-Site Levy Consulting (2025)

Co-facilitated staff workshops, provided a jurisdictional scan on levy programs, consulted on levy policies, and created a levy guidebook for program implementation.

City of Beaumont

Growth Policy & Workshop (2025)

Co-facilitated a staff workshop about comprehensive growth planning and drafted municipal growth policies.

City of Beaumont

Federal Infrastructure Grant Application Submittal (2025)

Completed a federal grant application for a reservoir expansion, drawing upon housing and infrastructure master plans, and conducting a desktop climate vulnerability assessment.

City of Beaumont

Jurisdictional Scan on Planning/Engineering Roles (2026)

Interviewed four municipalities in the region to report on roles of Planning and Engineering in providing development related services.

City of Spruce Grove

Growth Trends and Land Supply Analysis (2026)

Analyzed trends in population growth, development practices, economics, and housing; analyzed spatial data and planning documents to assess land supply quantities, and constraints.

City of Yellowknife

Housing Needs Assessment (2024)

Prepared a report including graphs, mapping, analysis, and strategies. Considered the unique housing challenges of northern communities, and the community engagement findings.

Municipal District of Lesser Slave River

Plan, Policy, and Bylaw Consultation (2025)

Co-facilitated a workshop for council and administration. Provided review and recommendations regarding their Municipal Development Plan, Land Use Bylaw, and Area Structure Plan Policy.

Municipal District of Lesser Slave River

Engineering Standards Review (2025)

Provided a review on consistency of planning documents and processes as part of our work to update and consolidate the MD's engineering standards.

Town of High Level

Town Plan Review (2024)

Reviewed and provided recommendations on all of Town's statutory and non-statutory plans, plus research and analysis on density and urban design regulatory approaches.

Town of High Level

Residential, Commercial, Industrial Needs Assessment (2025)

An assessment of the Town's residential, commercial, and industrial assets and needs was conducted, including projections, community engagement, and research, culminating in findings and recommendations for the Town.

Town of High Level

Residential Land Use Bylaw Amendments (2025)

Drafted Land Use Bylaw amendments in client's interest to increase residential development flexibility and created engagement and informational materials. Included secondary suites, backyard units, and mixed-use buildings.

Town of Lamont

Economic Development Plan Implementations (Ongoing)

Tasks include business engagement to assess needs and opportunities, economic lands analysis, regional analysis, and developing economic development strategies.

Town of Ponoka

Development Constraints and Mitigation Analysis (2025)

Conducted a spatial analysis of development constraints for a 180-hectare area, recommending mitigations.

Village of Boyle

Development Agreement Checklist (2026)

Conducted a jurisdictional scan, compiled explanatory information, and created a checklist of considerations for developing Development Agreements effectively.

Village of Boyle

Population Growth Scenarios and Implications Analysis (Ongoing)

Tasks include developing growth scenarios, hosting a staff workshop, assessing the municipal implications of the scenarios, and developing strategies for the Village.

WITH FIRST NATIONS

Bigstone Cree Nation

Tourism Plan (2026)

Assessed tourism opportunity sites based on opportunities and constraints, facilitated engagement through surveys, and researched tourism trends, economics, and demographics to make recommendations.

Bigstone Cree Nation

Housing Needs and Strategies Report (2025)

A quantitative and qualitative assessment of the Nation's current housing needs, including engagement, with future need projected based on population growth. Accordingly, strategies and implementations are recommended.

Bigstone Cree Nation

Pow Wow Arbour Feasibility Study (Ongoing)

Working with the Nation on the site selection process, before moving into next steps of feasibility and layout planning.

Bigstone Cree Nation

Calling Lake Residential Development Feasibility Study (Ongoing)

Project tasks include plan reviews, site analysis, site layout planning, and community engagement.

Peerless Trout First Nation

Truck Stop Development (2026)

Completed a market analysis and co-facilitated a workshop with Nation leadership on site selection. Designed conceptual layouts based on site constraints.

O'Chiese First Nation

Housing Needs and Strategies Report (2025)

Reviewed plans and data to analyze housing needs at present, and projected housing need into the future. Recommended strategies based on findings and context.

Woodland Cree First Nation

Residential Development Feasibility Study (Ongoing)

Project tasks include plan reviews, site analysis, site layout planning, and community engagement.

WITH PRIVATE SECTOR CLIENTS

2340456 Alberta Ltd.

Land Use and Planning Analysis (2026)

Investigated potential revenue generating redevelopment opportunities, identifying regulatory considerations and making recommendations for next steps.

First Capital REIT

Development Permit Application (2026)

Prepared, submitted, and managed a successful Development Permit application for a Direct Control zone in Edmonton. Included regulatory analysis, rationale support, and CPTED review.

RioCan REIT

Direct Control Rezoning Applications (2026)

Prepared, submitted, and managed two successful rezoning applications in Edmonton for separate site areas. Included mapping and drafting new zoning bylaw text for Direct Control zones.

Storebird Acquisitions Inc.

Direct Control Rezoning Applications (2026)

Prepared, submitted, and managed a successful rezoning application to the City of Edmonton.

MARTY LAURENT

GEOGRAPHIC INFORMATION SYSTEMS (GIS) ANALYST



Marty is a GIS Analyst with 9 years of experience in both the public and private GIS industries. Working in both industries, He has collaborated or supported with professional practitioners in a variety of industries including engineering, public works, planning and environmental. Marty has provided mapping support, spatial data management & analysis and web-based mapping products for members of the public, as well as internal and external clients. He is committed to building positive and lasting client relationships and to provide spatial solutions for any of their needs, whether it's directly for a client, or through the support of a team member.

EXPERTISE

Geographic Information Systems (GIS)
Asset Management
Mobile GIS
Web Mapping
Cartography
Spatial Data Management
Modeling and Analysis

EDUCATION

2015
Advanced Diploma of Geographical Information Systems (GIS)
Selkirk College, Castlegar, BC

2014
Integrated Environmental Planning Diploma
Selkirk College, Castlegar, BC

EMPLOYMENT BACKGROUND

JANUARY 2023 - PRESENT
GIS Analyst, Urban Systems Ltd
Edmonton, Alberta

2020-2021
GIS Specialist, Blackfly Environmental
Acheson, Alberta

2018 - 2020
GIS Technologist II
Government of Parkland County
Parkland County, Alberta

2015 - 2018
GIS Technologist I
Government of Parkland County
Parkland County, Alberta

TECHNOLOGY EXPERTISE

ArcGIS, ArcPro, ArcGIS Online,
Experience Builder, Web Mapping,
ArcGIS Collector, Mobile GIS

PROJECT EXPERIENCE

Birch Hills County, Asset Replacement Forecast & Ongoing GIS Support, 2024-2026

For Birch Hills County, Marty and his team conducted a comprehensive review of the County's infrastructure data to identify attribute gaps, assess asset condition, and support lifecycle planning, replacement timing, and cost estimation. In parallel, the team is assisting the County with the setup and configuration of a sustainable Esri GIS environment to support long-term asset management and analysis. Marty continues to provide ongoing GIS support to ensure the County's data remains accurate, standardized, consistent, and up to date as their GIS capabilities continue to evolve.

Saddle Lake Cree Nation, Road Drainage Master Plan – Phase 2, 2025
Urban Systems worked with the nation to assess selected roadways and culverts, as well as do a spatial hydrological assessment of the ground to help with future infrastructure forecasting.

Marty was involved with the GIS portion of the ground assessment, created the platform for data collection and data processing. He then collaborated with the engineering team to create master culvert and roads datasets, which were used for analysis, as mapping data in reports and on an online web portal used by the project team and the nation.

As part of the project deliverable, Marty worked alongside the Nation's Asset Management service provider, LOUIS Toolkit to import the project data into their system to ensure data remains with the Nation.

Flagstaff County, Asset Replacement Forecast & Ongoing GIS Support, 2024-2026

Using the county's infrastructure data, Marty and his team did an analysis to determine attribute gaps and infrastructure condition to estimate when Infrastructure will need to be replaced and approximate the cost. Marty continues to support his clients with any GIS support as needed to ensure their data remains accurate and up to date.

Alberta Senior & Community Housing Association, Data Analysis & Tool Building, 2024

Working closely with the team at ASCHA, Marty helped in organizing a very large amount of data containing member information, financials, building locations and services provided by all of the buildings operated by ASCHA members. The data was amalgamated into a large database that was used to create web maps and data analysis tools. This allowed the staff at ASCHA to analyze the data effectively and more accurately, and to make decisions that benefit their members and all the residents they support..

Blackfoot Confederacy Tribal Council (BCTC), Comprehensive Asset Management, 2023

Working with the BCTC on an asset replacement forecast for Siksika Nation, Marty was part of the GIS team responsible for gathering, cleaning, and converting the Nation's infrastructure data into usable GIS datasets and publishing it to a web map portal that allows Urban Systems and Siksika Nation to visualize sanitary, water, storm, building, and road assets, identify missing data or attributes, edit data directly, and view summaries of data completeness.

KASSIDIE CORNELL, MJ, IAP2

COMMUNICATIONS AND ENGAGEMENT CONSULTANT



Kassidie Cornell is a dynamic and strategic communicator with an extensive background in local government communications and engagement. Before joining Urban System's Communications and Engagement practice, Kassidie held various roles on the Communications Team at the City of West Kelowna. During her tenure with the municipality, she played an integral role in developing and expanding capital and infrastructure project communications for the city. With a keen eye for detail and a commitment to using plain, accessible language, Kassidie ensures that information is clearly communicated throughout every phase of a project. She has supported community engagement across a wide range of initiatives and applies internationally recognized best practices in public participation. She holds a Certificate in Public Participation from the International Association of Public Participation (IAP2) and serves on the Board of Directors for the IAP2 Wild Rose Chapter.

EXPERTISE

Public Engagement, IAP2 trained
Strategic Communications
Writing and Editing
Document Production, Design/Branding, and Delivery
Video Production and Editing
Social Media Management and Strategy
Event Facilitation

EDUCATION

2018-2020
Master of Journalism, University of British Columbia
2014-2018
Bachelor of Science in Media & Journalism, University of South Dakota

EMPLOYMENT BACKGROUND

2025-PRESENT
Communications and Engagement Consultant
Urban Systems Ltd, Calgary
2021-2025
Communications and Engagement Advisor, Specialist, Coordinator
City of West Kelowna

PROFESSIONAL TRAINING

2023
Certificate in Public Participation, International Association of Public Participation (IAP2)
2022
Public Information Officer, Justice Institute of British Columbia

PROFESSIONAL AFFILIATIONS

International Association for Public Participation (IAP2), Board Member

PROJECT EXPERIENCE

90th Avenue and Acadia Drive Mobility Improvements Project, City of Calgary, 2025 – Spring 2026
Engagement support, content development, video production support.

19th Street and 20th Avenue Pathway, City of Calgary, 2026 – Present
Engagement support.

River's Edge Infrastructure Improvements, Town of Okotoks, 2025 - Present
Communications and engagement strategy, content development.

Shared Regional Growth Strategic Framework, Towns of Bentley and Penhold and the Village of Clive, 2026 - Present
Communications support, content development.

Water Feasibility Study, City of Dawson Creek, 2026 - Present
Communications and engagement strategy, content development.

Transportation Master Plan, Town of Osoyoos, 2026 - Present
Content development and design for the community engagement portion of the project.

Riverside Estates Conceptual Scheme, Riverside Estates Ltd., 2025 – Spring 2026
Open House support, "What We Heard" reporting, document design.

Edgewater Area Structure Plan, Mattamy Homes, 2026 - Present
Engagement strategy, content development.

Legacy Ridge Neighbourhood Structure Plan, 2026 - Present
Engagement strategy, content development.

859 19th Street, City of Calgary RE&DS, 2025 – Present
Engagement strategy support.

3102 St Johns Street Redevelopment Application, Suncor, 2026
Communications and engagement lead, content development.

Leadership Presentation, Siksika Nation, 2026 - Present
Communications and content support.

Clean Air Day, Health Canada, 2026 – Present
Communications and engagement strategy, content development, social media strategy.

Intermunicipal Development Plan Updates, Town of Carstairs, 2026 – Present
Communications and engagement support, open house and social media material development.

Trauma Informed Engagement & Systems Review, Community Based Non-Profit (Domestic Violence Shelter), 2026 – Present
Engagement support, report drafting.

KELSEY FRIESEN, BA PRO COMM

PROJECT COORDINATION | COMMUNICATIONS & ENGAGEMENT SUPPORT



Kelsey is a project coordinator and communications and engagement professional with Urban Systems, and brings a strong background in proofreading and copyediting. She supports projects by facilitating engagement, preparing documents and surveys, analyzing survey data, ensuring quality control, and keeping internal project administration running smoothly. As a professional communicator, Kelsey thrives when she can help create materials that are visually engaging, easy to understand, and enjoyable to interact with. She loves contributing to work that is clear, clean, and thoughtfully crafted—whether she's collaborating with a team or working independently.

EXPERTISE

Project Coordination
Project Administration
Proofreading and Copyediting
Survey Development and Data Analysis
Report Development and Review

EDUCATION

2021 MACEWAN UNIVERSITY
Bachelor of Arts in Professional Communications, *with Distinction*

EMPLOYMENT BACKGROUND

2022 – PRESENT
Project Coordinator; Communications & Engagement Specialist
Urban Systems
Edmonton

2021
Communications Practicum Student
Bottom Line Productions
Edmonton

2018 – 2021
Barista & Head Baker
Transcend Coffee + Roastery
Edmonton

2018 – 2019
Office Administrator
Cardinal Collins LINC Program
Edmonton

ADDITIONAL SKILLS & TRAINING

Document Management & Preparation
Google & Microsoft Suites
Visual Communication Strategies
Business Communication Writing
Creative Writing
Adobe Creative Cloud
Zoom Workshop Facilitation
Kumospace Creation & Facilitation
Calendly Event Scheduling
IAP2 – Foundations & Design
IAP2 – Design
UBC Sauder – Facilitation Skills

PROJECT EXPERIENCE

COMMUNICATIONS & ENGAGEMENT

City of Edmonton

- Social Infrastructure Framework Internal Engagement Plan Development, Engagement Session Facilitation and What We Heard Report

Town of High Level

- Commercial, Industrial and Housing Needs Assessment Surveys and What We Heard Report
- Focus Group Interviews

City of Yellowknife

- Stakeholder Interviews, Data Analysis, and What We Heard Report support

City of Leduc

- Housing Needs Assessment Survey, Stakeholder Interviews, Data Analysis, and What We Heard Report support

Town of Lamont

- Survey Development and Administration; Data Analysis

Canadian Network of Asset Managers; Federation of Canadian Municipalities

- Canadian Network of Asset Managers MAMP4 Virtual Workshop Facilitation
- Participant Scheduling and Coordination

Alberta Municipalities, Rural Municipalities of Alberta & Infrastructure Asset Management Alberta

- MAMP4 Virtual and in-person Workshop Facilitation
- Participant Scheduling and Coordination

Samson Cree Nation

- Rural O&M Department Development Engagement
- Community Notice Preparation & Review

PROOFREADING AND COPYEDITING (FOR PUBLIC AUDIENCES)

Community Energy Plans

- Meadow Lake Tribal Council
- Lac La Ronge Indian Band
- Samson Cree Nation

District of Wells

- Official Community Plan
- Integrated Community Sustainability Plan

District of Elkford

- Official Community Plan
- Complete Communities Assessment

Prince Rupert

- Complete Communities Assessment

Doig River First Nation

- Land Use Plan

British Columbia Ministry of Transportation

- B.C. Integrated Planning Guide Support

Health Canada

- Indoor & Outdoor Air and Water Quality Educational Resources

Rotary Club of Cochrane

- The Trail – Communications Strategy

PROJECT COORDINATION AND ADMINISTRATION

Public and Private Capital Projects

- Financial aspects such as budget tracking, sub-consultant payables, progress certificates, monthly invoicing, and accounts receivable
- Project Management assistance focusing on long-term client relationships relating to correspondence, deliverables, scheduling, workloads, and team communications for major clients

Appendix B

Insurance

ISSUE DATE YYYY/MM/DD
2026/04/17



This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Company
E

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY	A	MPR2882996	2026/05/01	2027/05/01	EACH OCCURRENCE	\$ 2,000,000
☐ CLAIMS MADE					GENERAL AGGREGATE	\$ 5,000,000
☒ OCCURRENCE					PRODUCTS - COMP/OP AGGREGATE	\$ 5,000,000
☒ PRODUCTS AND/OR COMPLETED OPERATIONS					PERSONAL INJURY	\$ 2,000,000
☒ PERSONAL INJURY					EMPLOYER'S LIABILITY	\$
☐ EMPLOYER'S LIABILITY					TENANT'S LEGAL LIABILITY	\$ 1,000,000
☒ TENANT'S LEGAL LIABILITY					NON-OWNED AUTOMOBILE	\$ 2,000,000
☒ NON-OWNED AUTOMOBILE					HIRED AUTOMOBILE	\$
☐ HIRED AUTOMOBILE						
AUTOMOBILE LIABILITY					BODILY INJURY PROPERTY DAMAGE COMBINED	\$
☐ DESCRIBED AUTOMOBILES					BODILY INJURY (Per person)	\$
☐ ALL OWNED AUTOMOBILES					BODILY INJURY (Per accident)	\$
☐ LEASED AUTOMOBILES **					PROPERTY DAMAGE	\$
☐ GARAGE LIABILITY						
☐						
** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE						
EXCESS LIABILITY	A	MPR2882996	2026/05/01	2027/05/01	EACH OCCURRENCE	\$ 8,000,000
☒ UMBRELLA FORM					AGGREGATE	\$ 8,000,000
☐ OTHER THAN UMBRELLA FORM						
OTHER (SPECIFY)						
						\$
						\$
						\$
						\$
						\$

*
*
*

Per: _____
Page 1 of 2

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER HUB International Insurance Brokers		INSURED Urban Systems Ltd. Urban Matters CCC Ltd. Urban Systems Survey Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 04/17/2026	

ADDITIONAL REMARKS

(continued from previous page)

Cross Liability/Severability of Interest, Blanket Contractual, Contingent Employers Liability are included under the Commercial General Liability policy.



CERTIFICATE OF LIABILITY INSURANCE

This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
To Whom It May Concern	Urban Systems Ltd. / Urban Systems Survey Inc. / Urban Matters CCC Ltd. #501, 121 5th Ave. Kamloops, BC V2C0M1

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
Activities of the named insured with respect to operations as professional architects and engineers Coverage is provided by certain Lloyd's Underwriters as arranged by Special Risk Insurance Managers

4. COVERAGES
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY ☐ Claims Made OR ☐ Occurrence ☐ Products and/or completed operations ☐ Employer's Liability ☐ Cross Liability ☐ Waiver of Subrogation ☐ Tenants Legal Liability ☐ Pollution Liability Extension ☐ ☐ Non-Owned Automobiles ☐ Hired Automobiles	N/A			Commercial General Liability Bodily Injury and Property Damage Liability - - General Aggregate - Each Occurrence		
	N/A			Products and Completed Operations Aggregate		
				☐ Personal Injury Liability		
				☐ Personal and Advertising Injury Liability		
				Medical Payments		
				Tenants Legal Liability		
				Pollution Liability Extension		
AUTOMOBILE LIABILITY ☐ Described Automobiles ☐ All Owned Automobiles ☐ Leased Automobiles ** ** All Automobiles leased in excess of 30 days where the insured is required to provide Insurance				Bodily Injury and Property Damage Combined		
				Bodily Injury (Per Person)		
				Bodily Injury (Per Accident)		
				Property Damage		
EXCESS LIABILITY ☐ Umbrella Form ☐				Each Occurrence		
				Aggregate		
OTHER LIABILITY (SPECIFY) ☒ Errors & Omissions ☒ Errors & Omissions ☐ ☐	Certain Lloyd's Underwriters SR003393	2026 / 7 / 31	2027 / 7 / 31	Any one claim	25,000	10,000,000
				Aggregate	25,000	10,000,000

5. CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial general Liability - but only with respect to the operations of the Named Insured)
ARC Insurance Brokers (South) 3596 Allan Dr SW Edmonton AB T6W3G9 BROKER CLIENT ID: URBAN	

8. CERTIFICATE AUTHORIZATION										
Issuer		ARC Insurance Brokers (South)				Contact Number(s)				
Authorized Representative		Tyson Lush				Type	No	Type	No	
						Type	Phone	No (780) 244-5050	Type Fax	No (780) 809-2187
Signature of						Date		Email Address		
Authorized Representative		X			2026 7 31	2026 7 31		tlush@arcinsurance.ca		

Appendix C

Health and Safety Documentation

Partnerships

IN INJURY REDUCTION

Certificate of Recognition

This certificate recognizes that

URBAN SYSTEMS LTD

In keeping with the principles of *Partnerships* has

- developed and implemented an occupational health and safety program and,
- met the standard for *Partnerships* through an independent evaluation of their health and safety program.

Mark Hoasen

Alberta Construction Safety Association
Certifying Partner

Certificate #20240628-7850

WCB Industry Code(s): 86400

Ian Hooper

Ian Hooper
Government of Alberta

Expiry Date: June 28, 2027

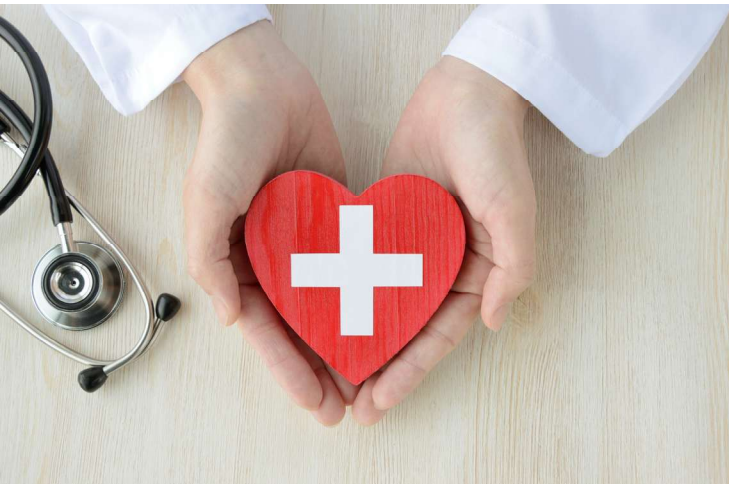
Alberta
Government



HEALTH & SAFETY MANUAL

URBAN
SYSTEMS

MARCH 2024



CONTENTS

INTRODUCTION	1
1.1 SAFETY AT HOME	3
1.2 HEALTH & SAFETY PROGRAM MANAGEMENT	3
1.3 HEALTH & SAFETY RESPONSIBILITIES	5
1.4 RESPECT IN THE WORKPLACE	8
1.5 MEETING EXPECTATIONS	9
1.6 PROJECT DELIVERY PLAN	10
OH&S REQUIREMENTS & WORKER RIGHTS	11
2.1 GOVERNING OH&S REQUIREMENTS	12
2.2 IMPORTANT RIGHTS OF WORKERS	13
H & S COMMUNICATION & INCIDENT REPORTING	15
3.1 HEALTH & SAFETY COMMUNICATIONS	16
3.2 TRAINING & COMPETENCY	17
3.3 REPORTING HAZARDS IN THE WORKPLACE	17
3.4 SAFETY LEARNINGS & INCIDENT REPORTING	17
MANAGING RISKS & PREVENTATIVE MAINTENANCE	19
4.1 RISK REDUCTION METHODS	20
4.2 HAZARD ASSESSMENT & CONTROL	20
4.3 PERSONAL PROTECTIVE EQUIPMENT	21
4.4 EMERGENCY RESPONSE PLANNING	21
4.5 PREVENTATIVE MAINTENANCE	22
4.6 TAG-OUT SYSTEM	26

FIT FOR DUTY & PERSONAL WELLNESS **27**

5.1	FIT FOR DUTY	28
5.2	FATIGUE MANAGEMENT	28
5.3	PERSONAL WELL-BEING	32

OFFICE WORK: BEST PRACTICES **33**

6.1	BEST PRACTICES FOR THE OFFICE WORKER	34
6.2	WORKING ALONE	38
6.3	OFFICE ERGONOMICS	39
6.4	HOUSEKEEPING	41
6.5	HYGIENE & SCENT SENSITIVITIES	41
6.6	SMOKING & VAPING	42
6.7	OUT OF OFFICE TRAVEL	42
6.8	HORSEPLAY & PRACTICAL JOKING	43
6.9	PETS IN THE WORKPLACE	43
6.10	CONFLICT RESOLUTION – EXTERNAL MEETINGS	43

TOOLS & HAZARDOUS MATERIALS **45**

7.1	GENERAL USE OF TOOLS	46
7.2	USE OF KNIVES & PAPER CUTTERS	47
7.3	USING LADDERS	47
7.4	HAZARDOUS MATERIALS	48
7.5	DISCARDED NEEDLES & BIOHAZARDS	48

FIELD WORK: BEST PRACTICES **49**

8.1	FIELD STANDARDS & BEST PRACTICES	50
8.2	FIELD HAZARD ASSESSMENTS	51
8.3	FIELD ERGONOMICS	52

BRANCH EMERGENCY RESPONSE PLAN**ERP-1****ACTS OF VIOLENCE****ERP-3**

1.1	ACTS OF VIOLENCE	ERP-4
1.2	ADMINISTRATIVE STAFF SECURITY	ERP-4
1.3	AFTER HOURS SECURITY	ERP-4
1.4	BIO-TERRORISM	ERP-6
1.5	BOMB THREAT	ERP-6
1.6	BUILDING & OFFICE SECURITY FEATURES	ERP-7
1.7	SECURITY – FIELD PROJECTS	ERP-7

CHEMICAL RELEASE PROCEDURES**ERP-9**

2.1	CHEMICAL RELEASE – OFFICE	ERP-10
2.2	CHEMICAL RELEASES – FIELD PROJECTS	ERP-11

EMERGENCY PREPAREDNESS**ERP-13**

3.1	EMERGENCY EVACUATION	ERP-14
3.2	EMERGENCY INCIDENT REPORTING	ERP-14
3.3	EMERGENCY PREPAREDNESS & PLANNING	ERP-15

MEDICAL & FIRE EMERGENCY RESPONSE**ERP-19**

4.1	FIRE EMERGENCY – FIELD	ERP-20
4.2	FIRE EMERGENCY – OFFICE	ERP-21
4.3	MEDICAL EMERGENCY	ERP-24

NATURAL DISASTERS**ERP-29**

5.1	AVALANCHE	ERP-30
5.2	EARTHQUAKE	ERP-30
5.3	FLOODING	ERP-34
5.4	NATURAL DISASTER	ERP-35
5.5	TORNADO	ERP-36
5.6	TSUNAMI	ERP-36

Appendix D

Fee Sheet

URBAN SYSTEMS LTD

TASK DESCRIPTION

		Terri Duret	Chris Ulmer	Amie McGowan	Jason Frederickson	Daniel Hao	Nicolas Abarca	Dimitri Giannoulis	Marty Laurent	Kassidie Cornell	Kelsey Friesen	Graphics Support	Admin	TASK SUBTOTAL	DISBURSEMENTS	TOTAL
		\$205	\$300	\$305	\$185	\$160	\$300	\$170	\$175	\$165	\$160	\$150	\$130			
Phase 1 - Project Initiation and Background Research																
1.1	Kick-Off Meeting (Internal Team Kickoff and Full Team Meeting #1)	5	5	5	2	2	2	2	2	2	2			\$6,680	\$334	\$7,014
1.2	Background Documents Review	5	2		8	16	8	12						\$10,105	\$505	\$10,610
1.3	Stormwater and Water Act Review	4					16							\$5,620	\$281	\$5,901
1.4	Desktop Environmental Assessment, Gap Analysis, & Base Mapping	10			20	40			16					\$14,950	\$748	\$15,698
1.5	Prepare and Finalize Community Engagement Plan	1	1	1						3	6			\$2,265	\$113	\$2,378
1.6	Prepare Background and Context Report	2	4	2		4		20	4	10	10	4		\$10,810	\$541	\$11,351
1.7	Technical Committee Meeting #1		3	3	3		3							\$3,270	\$164	\$3,434
1.8	Project Management	2	2										2	\$1,270	\$64	\$1,334
Phase 1 Sub-Total		29	17	11	33	62	29	34	22	15	18	4	2	\$54,970	\$2,749	\$57,719
Phase 2 - Issues Identification and Public Engagement																
2.1	Steering Committee Meeting #1	4	4	4						4				\$3,900	\$195	\$4,095
2.2	Design Content and Produce Materials for Round 1 of Engagement	2	2	2	2				8	16	12	16		\$10,350	\$518	\$10,868
2.3	Deliver Engagement Program (Open House and Stakeholder meetings)	12	12		8			8		12	12			\$12,800	\$640	\$13,440
2.4	Prepare Engagement Summary	2	2							2	4	2		\$2,280	\$114	\$2,394
2.5	Conduct Integrated Environmental Field Assessments	5			40	40								\$14,825	\$741	\$15,566
2.6	Prepare Integrated Lake and Watershed Report	5			40	80			16					\$24,025	\$1,201	\$25,226
2.7	Technical Committee Meeting #2	3	3	3	3									\$2,985	\$149	\$3,134
2.8	Project Management	2	2										2	\$1,270	\$64	\$1,334
Phase 2 Sub-Total		35	25	9	93	120	0	8	24	34	28	18	2	\$72,435	\$3,622	\$76,057
Phase 3 - Draft Lake Management Plan and Review																
3.1	Steering Committee Meeting #2	3	3	3										\$2,430	\$122	\$2,552
3.2	Prepare Draft Lake Management Plan	6	6		8	20	2	20	8	10	10	12		\$18,160	\$908	\$19,068
3.3	Full Committee Meeting #2	3	3	3				3						\$2,940	\$147	\$3,087
3.4	Project Management	2	2										2	\$1,270	\$64	\$1,334
Phase 3 Sub-Total		14	14	6	8	20	2	23	8	10	10	12	2	\$24,800	\$1,240	\$26,040
Phase 4 - Adoption and Communication of the Final Lake Management Plan																
4.1	Design Content and Produce Materials for Round 2 of Engagement	2	2	2	2				8	16	10	12		\$9,430	\$472	\$9,902
4.2	Deliver Engagement Program	6	6		6			6		6				\$6,150	\$308	\$6,458
4.3	Prepare Engagement Summary	2	2							2	4	2		\$2,280	\$114	\$2,394
4.4	Steering Committee Meeting #3 (and any plan updates)	5	5	3					1		2	1		\$4,085	\$204	\$4,289
4.5	Presentation to Blackfalds and Lacombe Councils	6	6	6								2		\$5,160	\$258	\$5,418
4.6	Public Hearing Presentation to Lacombe County	2	2	2										\$1,620	\$81	\$1,701
4.7	Communicating and Finalizing the Lake Management Plan	1	1	1						3	3	4		\$2,385	\$119	\$2,504
2.8	Project Management	2	2										2	\$1,270	\$64	\$1,334
Phase 4 Sub-Total		26	26	14	8	0	0	6	9	27	19	21	2	\$32,380	\$1,619	\$33,999
TOTAL HOURS		104	82	40	142	202	31	71	63	86	75	55	8			
TOTAL DOLLARS		\$21,320	\$24,600	\$12,200	\$26,270	\$32,320	\$9,300	\$12,070	\$11,025	\$14,190	\$12,000	\$8,250	\$1,040	\$184,585	\$9,229	\$193,814

Appendix E

Schedule

[illegible]

★ Indicates Meeting Date
 ☒ Indicates date to send out materials in advance of meeting

		2027																											
TASK DESCRIPTION		April				May				June				July				August				September							
		5	12	19	26	3	10	17	24	1	7	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	27		
Phase 1 - Project Initiation and Background Research																													
1.1	Kick-Off Meeting (Internal Team Kickoff and Full Team Meeting #1)																												
1.2	Background Documents Review																												
1.3	Stormwater and Water Act Review																												
1.4	Desktop Environmental Assessment, Gap Analysis, & Base Mapping																												
1.5	Prepare and Finalize Community Engagement Plan																												
1.6	Prepare Background and Context Report																												
1.7	Technical Committee Meeting #1																												
1.8	Project Management																												
Phase 2 - Issues Identification and Public Engagement																													
2.1	Steering Committee Meeting #1																												
2.2	Design Content and Produce Materials for Round 1 of Engagement																												
2.3	Deliver Engagement Program (Open House and Stakeholder meeting)																												
2.4	Prepare Engagement Summary																												
2.5	Conduct Integrated Environmental Field Assessments																												
2.6	Prepare Integrated Lake and Watershed Report																												
2.7	Technical Committee Meeting #2																												
2.8	Project Management																												
Phase 3 - Draft Lake Management Plan and Review																													
3.1	Steering Committee Meeting #2																												
3.2	Prepare Draft Lake Management Plan																												
3.3	Full Committee Meeting #2																												
3.4	Project Management																												
Phase 4 - Adoption and Communication of the Final Lake Management Plan																													
4.1	Design Content and Produce Materials for Round 2 of Engagement																												
4.2	Deliver Engagement Program																												
4.3	Prepare Engagement Summary																												
4.4	Steering Committee Meeting #3 (and any plan updates)																												
4.5	Presentation to Blackfalds and Lacombe Councils																												
4.6	Public Hearing Presentation to Lacombe County																												
4.7	Communicating and Finalizing the Lake Management Plan																												
4.8	Project Management																												

-  Indicates Meeting Date
-  Indicates date to send out materials in advance of meeting

TASK DESCRIPTION		2027																2028																					
		October				November				December				January				February				March				April													
		4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	6	13	20	27	3	10	17	24								
Phase 1 - Project Initiation and Background Research																																							
1.1	Kick-Off Meeting (Internal Team Kickoff and Full Team Meeting #1)													H O L I D A Y	B R E A K																								
1.2	Background Documents Review																																						
1.3	Stormwater and Water Act Review																																						
1.4	Desktop Environmental Assessment, Gap Analysis, & Base Mapping																																						
1.5	Prepare and Finalize Community Engagement Plan																																						
1.6	Prepare Background and Context Report																																						
1.7	Technical Committee Meeting #1																																						
1.8	Project Management																																						
Phase 2 - Issues Identification and Public Engagement																																							
2.1	Steering Committee Meeting #1													H O L I D A Y	B R E A K																								
2.2	Design Content and Produce Materials for Round 1 of Engagement																																						
2.3	Deliver Engagement Program (Open House and Stakeholder meeting)																																						
2.4	Prepare Engagement Summary																																						
2.5	Conduct Integrated Environmental Field Assessments																																						
2.6	Prepare Integrated Lake and Watershed Report																																						
2.7	Technical Committee Meeting #2																																						
2.8	Project Management																																						
Phase 3 - Draft Lake Management Plan and Review																																							
3.1	Steering Committee Meeting #2													B R E A K																									
3.2	Prepare Draft Lake Management Plan																																						
3.3	Full Committee Meeting #2																																						
3.4	Project Management																																						
Phase 4 - Adoption and Communication of the Final Lake Management Plan																																							
4.1	Design Content and Produce Materials for Round 2 of Engagement													B R E A K																									
4.2	Deliver Engagement Program																																						
4.3	Prepare Engagement Summary																																						
4.4	Steering Committee Meeting #3 (and any plan updates)																																						
4.5	Presentation to Blackfalds and Lacombe Councils																																						
4.6	Public Hearing Presentation to Lacombe County																																						
4.7	Communicating and Finalizing the Lake Management Plan																																						
4.8	Project Management																																						

Indicates Meeting Date



Indicates date to send out materials in advance of meeting

MEETING DATE: September 21, 2026

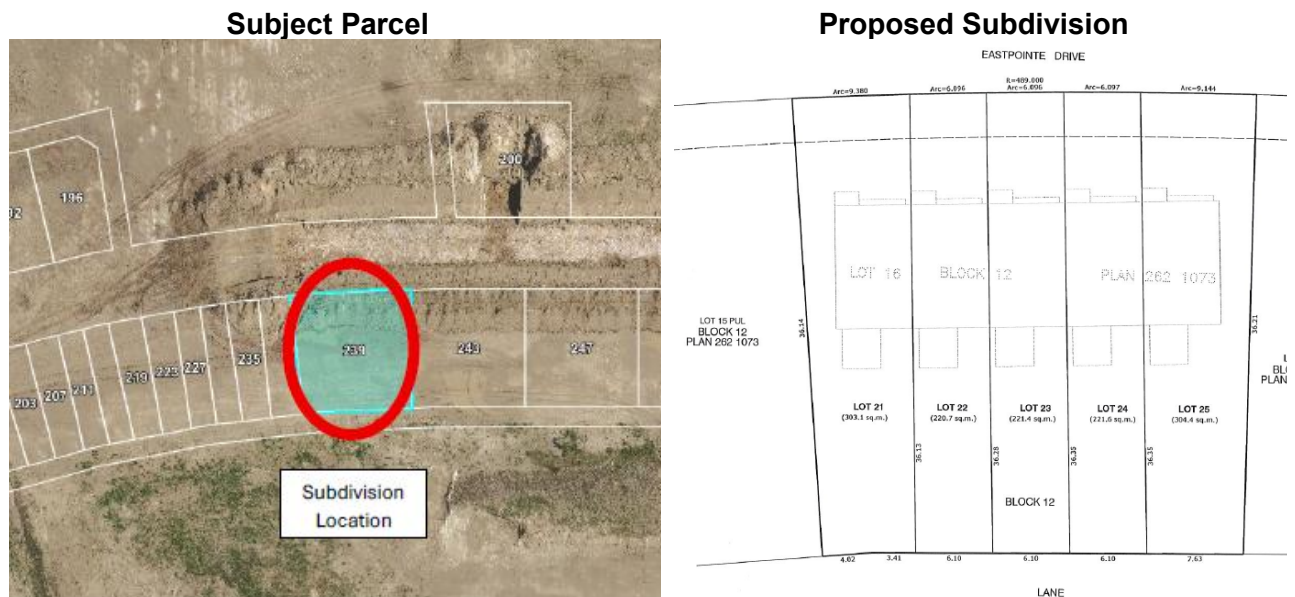
PREPARED BY: Candice Hilgersom, Development Officer I, and
Jolene Tejkl, Planning & Development Manager

PRESENTED BY: Jolene Tejkl, Planning & Development Manager

SUBJECT: Subdivision File No. S-07-26, 239 Eastpointe Drive

BACKGROUND

An application has been submitted to further subdivide 239 Eastpointe Drive (legally described as Lot 16 Block 12 Plan 262 1073), into five (5) separate lots, as shown below.



The subject property is located in Phase 4 of the McKay Ranch community and has been previously designated Residential Multi-Dwelling District (R-2) under the Town's Land Use Bylaw (LUB).

A copy of the Subdivision Application including the tentative Subdivision Plan are included in Attachment 1.

DISCUSSION

Section 654(1) of the *Municipal Government Act* (MGA) states that the Subdivision Authority must not approve an application unless:

1. The land proposed to be subdivided is suitable for the intended purpose of the subdivision. The land was previously deemed suitable for residential development when the amended McKay Ranch Area Structure Plan (ASP) was approved in 2024.

2. The subdivision conforms to relevant Statutory Plans and the Land Use Bylaw (LUB). The proposed subdivision conforms to the Development Concept in the McKay Ranch ASP.

The R-2 District prescribes several minimum parcel areas depending on the type of development that will ultimately go on the parcels. The developer has advised they intend on building a townhouse structure with each unit being on its own separately titled lot. All of the proposed lots exceed the minimum lot sizes prescribed for townhouse developments.

Administration is satisfied that the application meets the requirements to conform to the ASP and the LUB.

3. The application conforms to relevant sections of the MGA. Section 654(1) of the MGA and Section 9 of the *Matters Related to Subdivision and Development Regulation* outline considerations the Subdivision Authority must consider when making a decision on an application. These considerations pertain to land suitability, availability of infrastructure, legal and physical access to the proposed lots, and environmental considerations.

The land has previously been determined to be suitable for residential development and all municipal infrastructure and access directly onto the Eastpointe Drive extension will be available to the proposed lots as the development of Phase 4 of McKay Ranch continues. There are no environmental considerations to take into account on the lands subject to the further subdivision of 239 Eastpointe Drive.

Administration is satisfied that the application meets the requirements.

4. All outstanding property taxes have been paid or satisfactory arrangements for their payment have been made with the Town. This requirement is always reflected as a condition of subdivision approval to ensure that all property taxes are paid at the time of subdivision endorsement, which can be a year or more from the date of conditional subdivision approval.

Reserve Dedication

In accordance with the governing McKay Ranch ASP, there are no Municipal Reserve requirements for the proposed lots.

There is no requirement for ER dedication on this parcel because none of the lands qualify for ER designation, pursuant to section 664(1) of the MGA.

STRATEGIC PLAN ALIGNMENT / OTHER MASTER PLAN ALIGNMENT



**Economic Vitality and
Community Prosperity**



**Community Life,
Safety, and Inclusion**



**Leadership,
Engagement and
Advocacy**



**Sustainable Services
and Infrastructure**

- The subdivision aligns with Community Life, Safety, and Inclusion Strategic Priority because it specifically supports housing options that meet diverse community needs, which includes medium density residential subdivisions.
- There is an alignment with Economic Vitality and Community Prosperity by way of promoting economic strength and job creation; the Strategic Plan supports population growth, which is often accommodated through new residential subdivisions.
- From a Leadership, Engagement, and Advocacy perspective, the subdivision plan was circulated to adjacent landowners, impacted Town Departments, and local authorities and agencies. By engaging with immediately impacted neighbours and agencies, it serves to notify them that a new development is coming and helps ensure the development meets community needs.

FINANCIAL IMPLICATIONS

None.

COMMUNICATION / ENGAGEMENT CONSIDERATIONS

Notification was sent to adjacent landowners and impacted Town Departments, along with all required local authorities and agencies listed below; copies of the responses are provided in Attachment 2 of this report:

- Alberta Environment and Protected Areas,
- Alberta Health Services,
- Alberta Transportation and Economic Corridors,
- ATCO,
- Canada Post,
- Fortis Alberta Inc.,
- Lacombe County,
- North Red Deer Regional Wastewater Services Commission,
- North Red Deer River Water Services Commission,
- Rogers,
- Shaw Telecommunications, and
- Telus.

No comments, concerns, or subdivision requirements were raised during the referral process.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council, being the designated Subdivision Authority for the Town of Blackfalds, is satisfied that the proposed subdivision meets the relevant considerations, and moves to approve the subdivision of 239 Eastpointe Drive (Lot 16 Block 12 Plan 262 1073) into five (5) lots, subject to the following conditions:
 1. That pursuant to Section 84 of the *Land Titles Act*, the Subdivision is registered by Plan of Survey.

2. That pursuant to Section 654(1)(d) of the *Municipal Government Act*, all outstanding property taxes are to be paid, or some other arrangement satisfactory to the Town of Blackfalds for payment thereof be made.

ALTERNATIVES

- a) That Council, being the Subdivision Authority for the Town of Blackfalds, refuses the subdivision with reasons.
- b) That Council, being the Subdivision Authority for the Town of Blackfalds, refers this item back to Administration for further information.

ATTACHMENTS

- *Subdivision Application*
- *Referral Responses*

APPROVALS

Kim Isak

Kim Isaak,
Chief Administrative Officer

P. W. Newman

Department Director/Author

File No #: S-07-26

Application Date: _____

RECEIVED

JUL 30 2026

The Registered Owner(s) of the land to be subdivided, or a person authorized to act as an agent, must complete this form in its entirety.

Landowner Name(s): 1574997 AB LTD

Mailing Address: 6784 65 AVE

City: Red Deer Prov: AB Postal Code: T4P-1A5

Phone: 403-341-5166 Alt Phone: _____

Email Address: info@glennstar.ca

☒ (Same as Landowner)

Contractor Name(s): _____

Mailing Address: _____

City: _____ Prov: _____ Postal Code: _____

Phone: _____ Alt Phone: _____

Email Address: _____

LEGAL DESCRIPTION AND AREA OF LAND TO BE SUBDIVIDED

All/Part of the SW25 ¼ sec. 39 range 27 west of the fourth meridian,

being all/part of:

Lot: 16 Block: 12 Plan: 262-1073

Certificate of Title No.: 262 151 762

Area of the parcel of land to be subdivided: .127 hectares.

LOCATION OF LAND TO BE SUBDIVIDED

The land is located in the Town of Blackfalds:

- a) Is the land situated immediately adjacent to the municipal boundary?
☒ No ☐ Yes – What is the adjoining municipality? _____
- b) Is the land situated within 1.6 kilometers of the centre line of a highway?
☒ No ☐ Yes – What Highway No. is this? _____
- c) Does the parcel contain or is it bounded by a river, stream, lake, or other body of water, or by a drainage ditch or canal?
☒ No ☐ Yes – State the name: _____
- d) Is the parcel within 1.5 kilometers of a sour gas facility?
☒ No ☐ Yes

EXISTING AND PROPOSED USE OF LAND TO BE SUBDIVIDED

- a) Describe the existing use of the land: R2 SINGLE TITLE TOWNHOMES (1)
- b) Describe the proposed use of the land: R2 Separate TITLE TOWNHOMES (5)
- c) The land designation, as classified under the Land Use Bylaw is: R-2

PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED

- a) Describe the nature of the land's topography (flat, rolling, steep, mixed): flat
- b) Describe the nature of the vegetation and water on the land (brush, shrubs, tree stands, wood lots, etc.):
N/A

File No #: 5-07-26

Application Date: _____

RECEIVED
JUL 30 2026

c) Describe the kind of soil on the land (sandy, loam, clay, etc.):

Sandy

EXISTING BUILDINGS ON THE LAND TO BE SUBDIVIDED

Describe any buildings and structures on the land and whether they are to be demolished or moved:

N/A

WATER AND SEWER SERVICES

If the proposed subdivision is to be serviced by other than a water distribution system and a wastewater collection system, describe the manner of providing water and sewage:

N/A

Is the property the subject of a license, permit, approval, or other authorization granted by the Natural Resources Conservation Board, Energy Resources Conservation Board, Alberta Energy Regulator, Alberta Energy and Utilities Board or Alberta Utilities Commission? ☐ Yes ☒ No

If yes, please describe: _____

Is the property the subject of the application the subject of a license, permit, approval, or other authorization granted by the Minister or granted under any Act the Minister is responsible for under s.16 of the Government Organization Act*? ☐ Yes ☒ No

If yes, please describe: _____

Is the subject property immediately adjacent to the County boundary? ☐ Yes ☒ No

If yes, please describe: _____

*The Minister is responsible for the following acts: AB Land Stewardship Act, Environmental Protection Act, Public Lands Act, Surveys Act, Water Act.

RESOURCES:

Water Act & Environmental Protection and Enhancement Act Approvals - Alberta Energy Regulator: <https://avw.alberta.ca/ApprovalViewer.aspx>
Historic Sites/Resources (requires an account) - Online Permitting and Clearance (OPAC): <https://www.opac.alberta.ca/Login.aspx>
Abandoned Wells - Abandoned Well Map Viewer: <https://extmapviewer.aer.ca/AERAbandonedWells/Index.html>
Pipeline/Well Locations - Regulatory Assurance: <https://regulatoryassurance.alberta.ca/dras?id=public-notice>

REGISTERED OWNER(S) OR PERSON ACTING ON OWNER'S BEHALF

I/We, 1574997 AB LTD, hereby certify that
(please print full name(s))

☒ I/We are the registered owner(s), or

☐ I am the agent authorized to act on behalf of the registered owner

and that the information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts relating to this application for subdivision.

Signature: Peri Date: July 30, 2026

Signature: _____ Date: _____

AGENT AUTHORIZATION (WHEN APPLICABLE)

I/We, _____, being the registered
(please print full name(s))

owner(s) of the land being subdivided do hereby authorize _____
(individual or firm seeking application)

to make application for subdivision affecting the above noted property.

Signature: _____ Date: _____

Signature: _____ Date: _____

RECEIVED
JUL 30 2026

File No #: S-07-26

Application Date: _____

RIGHT TO ENTRY

Pursuant to Sections 653(2) of the Municipal Government Act, I hereby ☒ do, or ☐ do not grant consent for a designated officer of the Town of Blackfalds to enter upon the land described above, which is subject to an application for subdivision, for the purpose of a site inspection.

Name: 1574997 AM LTD Date: _____
(please print full name)

Name: PKRL RBY Date: _____
(please print full name)

Signature: Glenn Fraser Date: July 30/2026

Signature: _____ Date: _____

COMMENTS (FURTHER INFORMATION MAY BE PROVIDED ON A SEPARATE SHEET AND INCLUDED WITH THIS APPLICATION)

Subdividing individual lot into a five unit townhome
in place of single title - See attached plot plan
& PLAN OF SUBDIVISION & TITLE

BELOW FOR OFFICE USE ONLY

Subdivision Application Fee: (1-61-00-526)	\$ <u>1,600-</u>
TOTAL:	\$ <u>1,600</u>

Receipt #: 687570

Date Paid: July 30/26



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0040 763 716 2621073;12;16 262 151 762 +47

LEGAL DESCRIPTION
PLAN 2621073
BLOCK 12
LOT 16
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;39;25;SW

MUNICIPALITY: TOWN OF BLACKFALDS

REFERENCE NUMBER: 262 151 633
 262 151 577

 REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

262 151 762 14/05/2026 SUBDIVISION PLAN

OWNERS

1574997 ALBERTA LTD.
OF #1,6784 65 AVENUE
RED DEER
ALBERTA T4P 1A5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

262 151 764 14/05/2026 UTILITY RIGHT OF WAY
 GRANTEE - THE TOWN OF BLACKFALDS.
 AS TO PORTION OR PLAN:2621074

262 151 766 14/05/2026 UTILITY RIGHT OF WAY
 GRANTEE - TELUS COMMUNICATIONS INC.
 AS TO PORTION OR PLAN:2621074

TOTAL INSTRUMENTS: 002

(CONTINUED)

S-07-26

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 15 DAY OF MAY,
2026 AT 10:31 A.M.

ORDER NUMBER: 57169383

CUSTOMER FILE NUMBER:

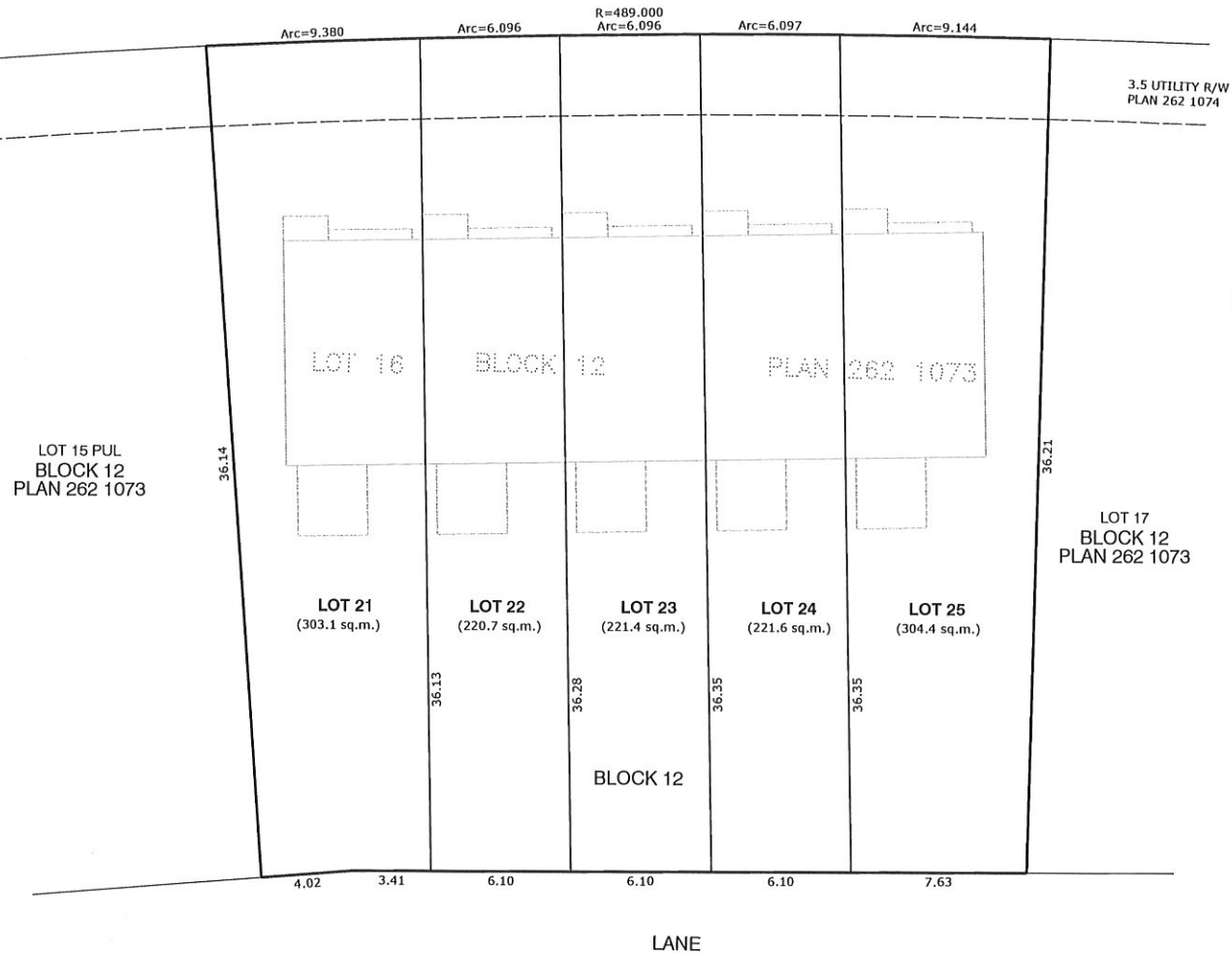


END OF CERTIFICATE

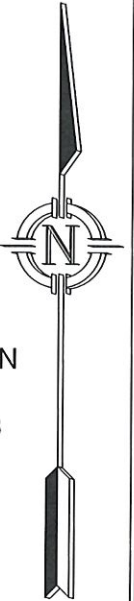
THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

EASTPOINTE DRIVE



TENTATIVE PLAN
SHOWING PROPOSED SUBDIVISION
OF
LOT 16, BLOCK 12, PLAN 262 1073
IN THE
S.W. 1.4 SEC. 25-39-27-W4M
Mckay Ranch
BLACKFALDS

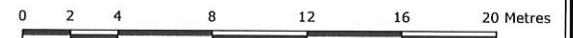


LEGEND & NOTES

AREA TO BE REGISTERED IS OUTLINED THUS ————
AND CONTAINS FROM LOT 16, BLOCK 12, PLAN 262 1073
0.127 ha. (0.31 Ac.)

DISTANCES ARE IN METRES AND DECIMALS THEREOF.

SCALE = 1: 200



Snell & Oslund Surveyors (1979) Ltd. RED DEER, ALBERTA, PH. 1-888-310-1255	DRAFTED BY: F	DWG FILE NAME: 2908-010 APP
	CHECKED BY: DV	DATE: JULY 28, 2026

S-07-26

From: [Gas Land Department](#)
To: [Candice Hilgersom](#)
Subject: ATCO Transmission 9062 RESPONSE RE: Notice of Subdivision Application S-07-26 -239 Eastpointe Drive
Date: September 2, 2026 11:00:38 AM
Attachments: [image001.png](#)

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#) | [Report](#)

ATCO Transmission wishes to confirm we have no conflict as we have no high-pressure pipelines in the proposed area.

NOTE: ATCO Distribution [Gas] will reply under separate email.

Thank you for allowing ATCO to review your proposal and provide feedback.

Eileen Fecho CONTRACTOR

Administrative Coordinator | Land | Gas Transmission
ATCO Pipelines & Liquids Global Business Unit

E: fecho.eileen@atco.com

A. 14th Floor ACE, 10035-105 St NW, Edmonton AB Canada T5J 1C8



[ATCO.com](#) [Facebook](#) [Twitter](#) [LinkedIn](#)

From: Candice Hilgersom <CHilgersom@blackfalds.ca>
Sent: Wednesday, August 19, 2026 12:40 PM
To: [waterapprovals.reddeer \(waterapprovals.reddeer@gov.ab.ca\)](mailto:waterapprovals.reddeer@gov.ab.ca)
<waterapprovals.reddeer@gov.ab.ca>; centralzone.environmentalhealth@ahs.ca; Gas Land Department <land.admin@atco.com>; Robert Cote <RCote@blackfalds.ca>; mark.kalan@canadapost.ca; Preston Weran <pweran@blackfalds.ca>; landserv@fortisalberta.com; Aws Al Sammarraie <AAISammarraie@blackfalds.ca>; Rick Kreklewich <RKreklewich@blackfalds.ca>; Jeff Heindel <JHeindel@blackfalds.ca>; planning@lacombecounty.com; Jordan Thompson <jthompson@lacombe.ca>; projectmanagernortheralberta@rci.rogers.com; projectmanagernortheralberta@sjrb.ca; circulations@telus.com
Cc: Jolene Tejkl <JTejkl@blackfalds.ca>
Subject: Notice of Subdivision Application S-07-26 -239 Eastpointe Drive

CAUTION: This email originated outside of ATCO. Do not click links or open attachments

unless you trust the sender and know the content is safe. Immediately report suspicious emails using the **Phish Alert Report button**.

Good afternoon,

Please find attached a Notice of Proposed Subdivision.

Please provide any comments by **Wednesday, September 9, 2026**. If we do not receive a written reply by this date, it will be assumed that you have no objections or requirements relative to the subdivision.

Please email any comments directly to jtejkl@blackfalds.ca.

Thank you,

Candice Hilgersom
Development Officer I

Town of Blackfalds

Box 220, 5018 Waghorn St

Blackfalds, AB T0M 0J0

T: 403.885.9679

D: 403.885.6258

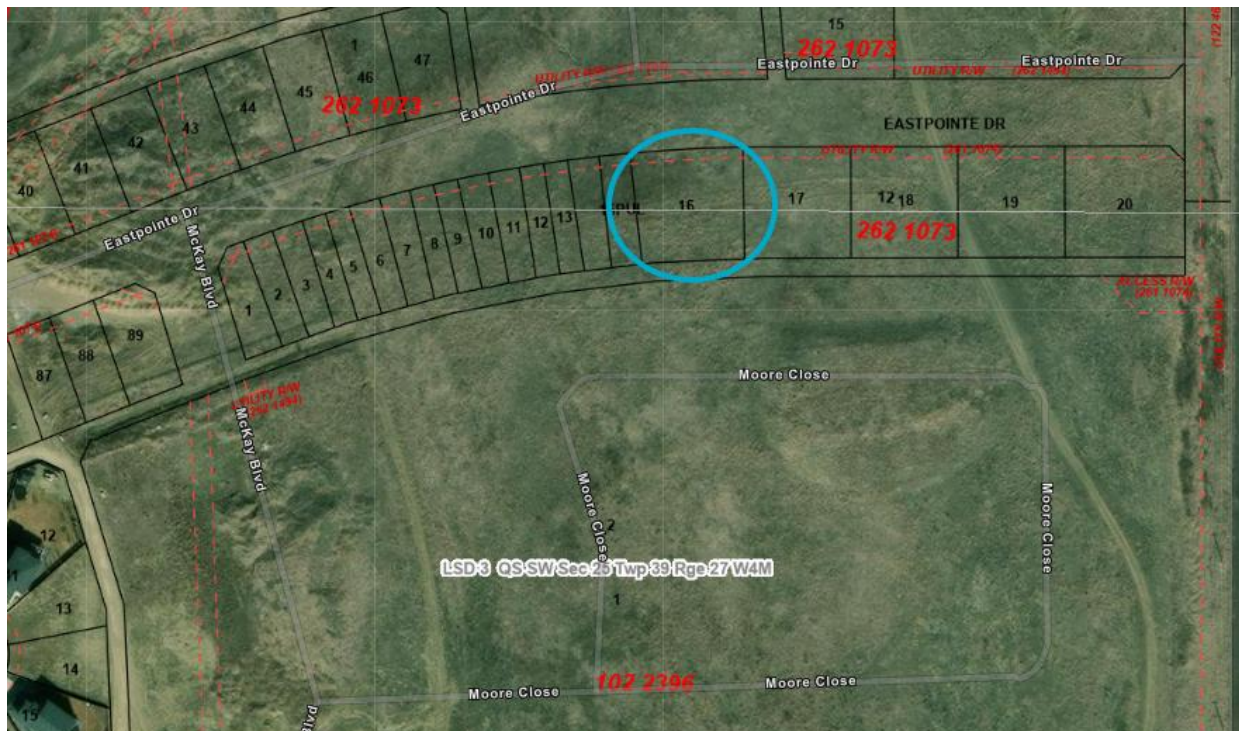
This message is private and confidential. If you have received this message in error, please notify us and remove it from your system.

This email and any attachments are confidential and intended only for the named recipient. If you are not the intended recipient, please notify the sender and delete this message. The Town of Blackfalds is not responsible for any loss or damage resulting from the use of this email or its attachments.

Transportation and Economic Corridors Notification of Referral Decision

Subdivision in Proximity of a Provincial Highway

Municipality File Number:	S-07-26 McKay Ranch Phase 4	Highway(s):	2A
Legal Land Location:	QS-SW SEC-25 TWP-039 RGE-27 MER-4	Municipality:	Blackfalds
Decision By:	Cheryl Marcynuik	Issuing Office:	Central Region / Red Deer
Issued Date:	September 4, 2026	Appeal Authority:	Subdivision and Development Appeal Board
RPATH Number:	RPATH0075653		
Description of Development:	239 Eastpointe Drive to subdivide Lot 16, Block 12, Plan 262 1073 into five (5) separately titled lots.		



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 Highways 2A.

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 no 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 are met, therefore no variance is required.

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.

Please contact Transportation and Economic Corridors through the [RPATH Portal](#) if you have any questions, or require additional information.



Issued by **Cheryl Marcynuik, Development and Planning Technologist**, on September 4, 2026, on behalf of the Minister of Transportation and Economic Corridors

Date: August 19, 2026

NOTICE OF SUBDIVISION APPLICATION

Alberta Environment and Protected Areas (waterapprovals.reddeer@gov.ab.ca)
Alberta Health Services – Central Zone (centralzone.environmentalhealth@ahs.ca)
Alberta Transportation and Economic Corridors – Sent Via RPATH Online Portal
(<https://roadsideplanning.alberta.ca/rpath>)
ATCO (land.admin@atco.com)
Blackfalds Fire Chief (rcote@blackfalds.ca)
Canada Post (mark.kalan@canadapost.ca)
Director of Infrastructure and Planning Services (pweran@blackfalds.ca)
Fortis Alberta Inc. (landserv@fortisalberta.com)
Manager of Engineering Services (aalsammarraie@blackfalds.ca)
Director of Community Services (rkreklewich@blackfalds.ca)
Parks & Facilities Manager (jheindel@blackfalds.ca)
Lacombe County (planning@lacombecounty.com)
North Red Deer Regional Wastewater Services Commission (jthompson@lacombe.ca)
North Red Deer River Water Services Commission (jthompson@lacombe.ca)
Rogers (ProjectManagerNorthernAlberta@rci.rogers.com)
Shaw Communications (projectmanagernorthernalberta@sjrb.ca)
Telus (circulations@telus.com)

Please advise this office of any comments and/or concerns that you have with respect to the following application for subdivision:

Subdivision File No.:	S-07-26 – McKay Ranch Phase 4
Civic Address:	239 Eastpointe Drive
Legal Land Description:	Lot 16, Block 12, Plan 262 1073
Land Use District:	Residential Multi Dwelling District (R-2)
Landowner:	1574997 Alberta Ltd.
Proposed Subdivision:	To subdivide 239 Eastpointe Drive (Lot 16 Block 12 Plan 262 1073) into five (5) separately titled lots.

A response is needed by **Tuesday, September 9, 2026**. If we do not receive a written reply by this date, it will be assumed that you have no objections or requirements relative to the proposed subdivision. To avoid delays by ordinary mail, responses should be emailed to the undersigned.

Regards,



Jolene Tejkl, RPP MCIP
Planning & Development Manager
Email: jtejkl@blackfalds.ca

Enclosures: Subdivision Application (S-07-26)

Tentative Subdivision Plan
Certificate of Title

JT/cjh

File No #: S-07-26

Application Date: _____

RECEIVED

JUL 30 2026

The Registered Owner(s) of the land to be subdivided, or a person authorized to act as an agent, must complete this form in its entirety.

Landowner Name(s): 1574997 AB LTD

Mailing Address: 6784 65 AVE

City: Red Deer Prov: AB Postal Code: T4P-1A5

Phone: 403-341-5166 Alt Phone: _____

Email Address: info@glennstar.ca

☒ (Same as Landowner)

Contractor Name(s): _____

Mailing Address: _____

City: _____ Prov: _____ Postal Code: _____

Phone: _____ Alt Phone: _____

Email Address: _____

LEGAL DESCRIPTION AND AREA OF LAND TO BE SUBDIVIDED

All/Part of the SW25 ¼ sec. 39 range 27 west of the fourth meridian,

being all/part of:

Lot: 16 Block: 12 Plan: 262-1073

Certificate of Title No.: 262 151 762

Area of the parcel of land to be subdivided: .127 hectares.

LOCATION OF LAND TO BE SUBDIVIDED

The land is located in the Town of Blackfalds:

- a) Is the land situated immediately adjacent to the municipal boundary?
☒ No ☐ Yes – What is the adjoining municipality? _____
- b) Is the land situated within 1.6 kilometers of the centre line of a highway?
☒ No ☐ Yes – What Highway No. is this? _____
- c) Does the parcel contain or is it bounded by a river, stream, lake, or other body of water, or by a drainage ditch or canal?
☒ No ☐ Yes – State the name: _____
- d) Is the parcel within 1.5 kilometers of a sour gas facility?
☒ No ☐ Yes

EXISTING AND PROPOSED USE OF LAND TO BE SUBDIVIDED

- a) Describe the existing use of the land: R2 SINGLE TITLE TOWNHOMES (1)
- b) Describe the proposed use of the land: R2 Separate TITLE TOWNHOMES (5)
- c) The land designation, as classified under the Land Use Bylaw is: R-2

PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED

- a) Describe the nature of the land's topography (flat, rolling, steep, mixed): flat
- b) Describe the nature of the vegetation and water on the land (brush, shrubs, tree stands, wood lots, etc.):
N/A

File No #: 5-07-26

Application Date: _____

RECEIVED
JUL 30 2026

c) Describe the kind of soil on the land (sandy, loam, clay, etc.):

Sandy

EXISTING BUILDINGS ON THE LAND TO BE SUBDIVIDED

Describe any buildings and structures on the land and whether they are to be demolished or moved:

N/A

WATER AND SEWER SERVICES

If the proposed subdivision is to be serviced by other than a water distribution system and a wastewater collection system, describe the manner of providing water and sewage:

N/A

Is the property the subject of a license, permit, approval, or other authorization granted by the Natural Resources Conservation Board, Energy Resources Conservation Board, Alberta Energy Regulator, Alberta Energy and Utilities Board or Alberta Utilities Commission?

☐ Yes

☒ No

If yes, please describe: _____

Is the property the subject of the application the subject of a license, permit, approval, or other authorization granted by the Minister or granted under any Act the Minister is responsible for under s.16 of the Government Organization Act*?

☐ Yes

☒ No

If yes, please describe: _____

Is the subject property immediately adjacent to the County boundary?

☐ Yes

☒ No

If yes, please describe: _____

*The Minister is responsible for the following acts: AB Land Stewardship Act, Environmental Protection Act, Public Lands Act, Surveys Act, Water Act.

RESOURCES:

Water Act & Environmental Protection and Enhancement Act Approvals - Alberta Energy Regulator: <https://avw.alberta.ca/ApprovalViewer.aspx>
Historic Sites/Resources (requires an account) - Online Permitting and Clearance (OPAC): <https://www.opac.alberta.ca/Login.aspx>
Abandoned Wells - Abandoned Well Map Viewer: <https://extmapviewer.aer.ca/AERAbandonedWells/Index.html>
Pipeline/Well Locations - Regulatory Assurance: <https://regulatoryassurance.alberta.ca/dras?id=public-notice>

REGISTERED OWNER(S) OR PERSON ACTING ON OWNER'S BEHALF

I/We, 1574997 AB LTD, hereby certify that
(please print full name(s))

☒ I/We are the registered owner(s), or

☐ I am the agent authorized to act on behalf of the registered owner

and that the information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts relating to this application for subdivision.

Signature: Peri Date: July 30, 2026

Signature: _____ Date: _____

AGENT AUTHORIZATION (WHEN APPLICABLE)

I/We, _____, being the registered
(please print full name(s))

owner(s) of the land being subdivided do hereby authorize _____
(individual or firm seeking application)

to make application for subdivision affecting the above noted property.

Signature: _____ Date: _____

Signature: _____ Date: _____

RECEIVED
JUL 30 2026

File No #: S-07-26

Application Date: _____

RIGHT TO ENTRY

Pursuant to Sections 653(2) of the Municipal Government Act, I hereby ☒ do, or ☐ do not grant consent for a designated officer of the Town of Blackfalds to enter upon the land described above, which is subject to an application for subdivision, for the purpose of a site inspection.

Name: 1574997 AM LTD Date: _____
(please print full name)

Name: PKRL Date: _____
(please print full name)

Signature: Glenn Fraser Date: July 30/2026

Signature: _____ Date: _____

COMMENTS (FURTHER INFORMATION MAY BE PROVIDED ON A SEPARATE SHEET AND INCLUDED WITH THIS APPLICATION)

Subdividing individual lot into a five unit townhome
in place of single title - See attached plot plan
& PLAN OF SUBDIVISION & TITLE

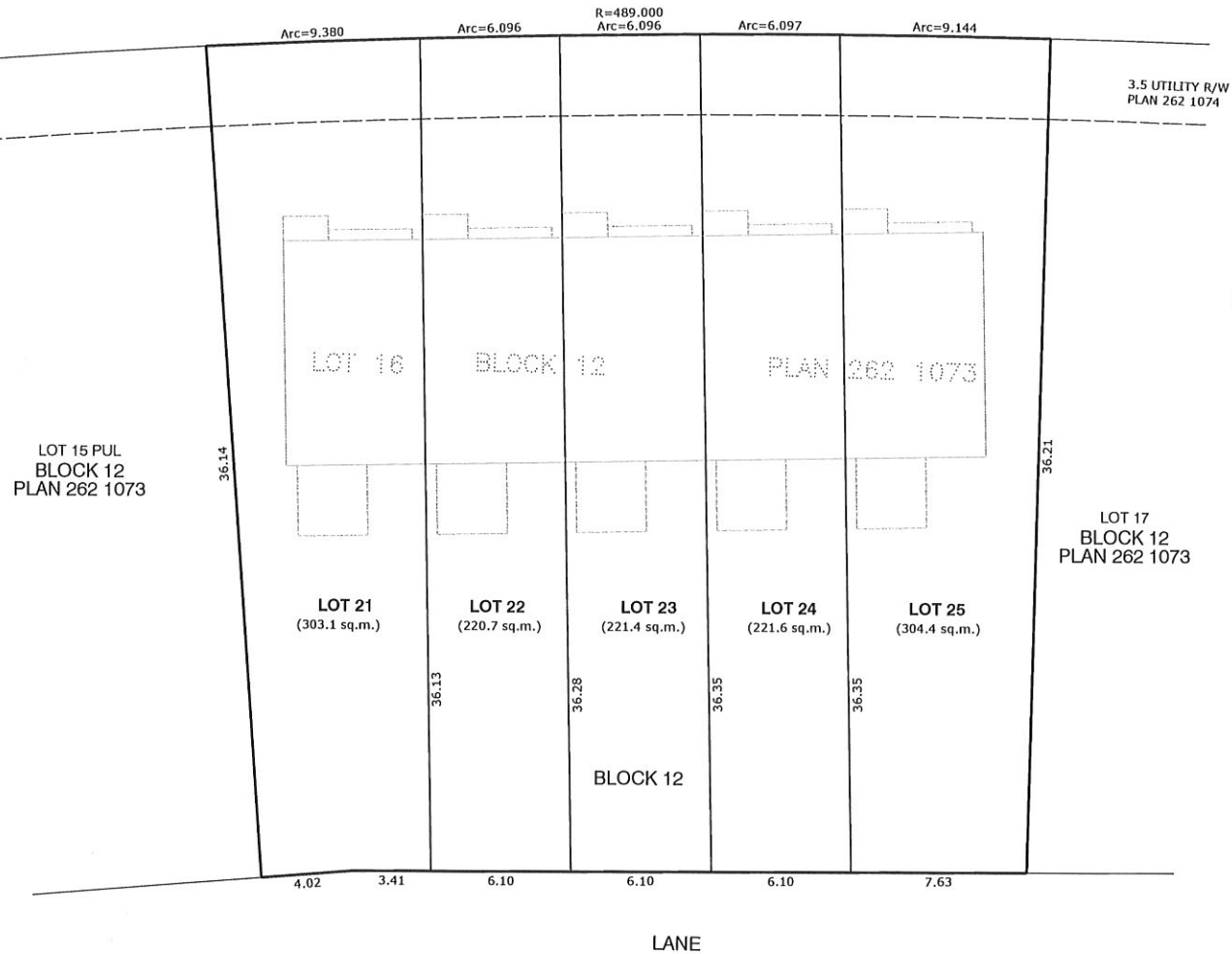
BELOW FOR OFFICE USE ONLY

Subdivision Application Fee: (1-61-00-526)	\$ <u>1,600-</u>
TOTAL:	\$ <u>1,600</u>

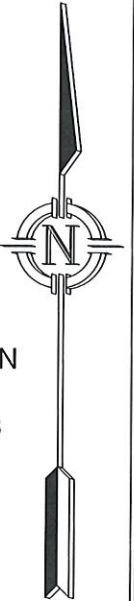
Receipt #: 687570

Date Paid: July 30/26

EASTPOINTE DRIVE



TENTATIVE PLAN
SHOWING PROPOSED SUBDIVISION
OF
LOT 16, BLOCK 12, PLAN 262 1073
IN THE
S.W. 1.4 SEC. 25-39-27-W4M
Mckay Ranch
BLACKFALDS

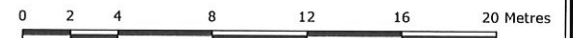


LEGEND & NOTES

AREA TO BE REGISTERED IS OUTLINED THUS
AND CONTAINS FROM LOT 16, BLOCK 12, PLAN 262 1073
0.127 ha. (0.31 Ac.)

DISTANCES ARE IN METRES AND DECIMALS THEREOF.

SCALE = 1: 200



Snell & Oslund Surveyors (1979) Ltd. RED DEER, ALBERTA, PH. 1-888-310-1255	DRAFTED BY: F	DWG FILE NAME: 2908-010 APP
	CHECKED BY: DV	DATE: JULY 28, 2026

S-07-26



LAND TITLE CERTIFICATE

52

LINC

SHORT LEGAL

0040 763 716

2621073;12;16

TITLE NUMBER

262 151 762 +47

LEGAL DESCRIPTION

PLAN 2621073

BLOCK 12

LOT 16

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;27;39;25;SW

MUNICIPALITY: TOWN OF BLACKFALDS

REFERENCE NUMBER: 262 151 633

262 151 577

		REGISTERED OWNER(S)			
REGISTRATION	DATE (DMY)	DOCUMENT	TYPE	VALUE	CONSIDERATION

262 151 762	14/05/2026	SUBDIVISION PLAN			

OWNERS

1574997 ALBERTA LTD.
OF #1,6784 65 AVENUE
RED DEER
ALBERTA T4P 1A5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION			
NUMBER	DATE (D/M/Y)	PARTICULARS	
262 151 764	14/05/2026	UTILITY RIGHT OF WAY GRANTEE - THE TOWN OF BLACKFALDS. AS TO PORTION OR PLAN:2621074	
262 151 766	14/05/2026	UTILITY RIGHT OF WAY GRANTEE - TELUS COMMUNICATIONS INC. AS TO PORTION OR PLAN:2621074	

TOTAL INSTRUMENTS: 002

(CONTINUED)

S-07-26

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 15 DAY OF MAY,
2026 AT 10:31 A.M.

ORDER NUMBER: 57169383

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

Blackfalds Council

From: KALAN, Chad <Mark.Kalan@canadapost.postescanada.ca>
Sent: August 19, 2026 1:15 PM
To: Jolene Tejkl
Subject: Re: Notice of Subdivision Application S-07-26 -239 Eastpointe Drive

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#) | [Report](#)

Good afternoon,

No issues with Canada Post.

Thank you

Mark Kalan (Chad)

Delivery Service Officer
6010 67 A ST
(C) 587-447-1521

LINK TO Delivery Planning Standards Manual



From anywhere... to anyone

A Stronger Canada-Delivered

From: Candice Hilgersom <CHilgersom@blackfalds.ca>
Sent: Wednesday, August 19, 2026 12:39 PM
To: waterapprovals.reddeer (waterapprovals.reddeer@gov.ab.ca) <waterapprovals.reddeer@gov.ab.ca>; centralzone.environmentalhealth@ahs.ca <centralzone.environmentalhealth@ahs.ca>; Gas Land Department <land.admin@atco.com>; Robert Cote <RCote@blackfalds.ca>; KALAN, Chad <Mark.Kalan@canadapost.postescanada.ca>; Preston Weran <pweran@blackfalds.ca>; landserv@fortisalberta.com <landserv@fortisalberta.com>; Aws Al Sammarraie <AAISammarraie@blackfalds.ca>; Rick Kreklewich <RKreklewich@blackfalds.ca>; Jeff Heindel <JHeindel@blackfalds.ca>; planning@lacombecounty.com <planning@lacombecounty.com>; Jordan Thompson <jthompson@lacombe.ca>; projectmanagernorthernalberta@rci.rogers.com <projectmanagernorthernalberta@rci.rogers.com>; projectmanagernorthernalberta@sjrb.ca <projectmanagernorthernalberta@sjrb.ca>; circulations@telus.com <circulations@telus.com>
Cc: Jolene Tejkl <JTejkl@blackfalds.ca>
Subject: Notice of Subdivision Application S-07-26 -239 Eastpointe Drive

This Message Is From an External Sender | Ce message provient d'un expéditeur externe
This message came from outside your organization. Please be CAUTIOUS, particularly with links and attachments. | Ce message provient de l'extérieur de votre organisation. Veuillez faire preuve de PRUDENCE, particulièrement lorsqu'il s'agit de liens et de pièces jointes.

Report Suspicious

Good afternoon,

Please find attached a Notice of Proposed Subdivision.

Please provide any comments by **Wednesday, September 9, 2026**. If we do not receive a written reply by this date, it will be assumed that you have no objections or requirements relative to the subdivision.

Please email any comments directly to jtejkl@blackfalds.ca.

Thank you,

Candice Hilgersom

Development Officer I

Town of Blackfalds

Box 220, 5018 Waghorn St

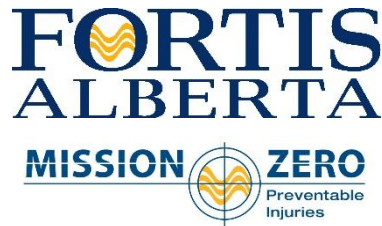
Blackfalds, AB T0M 0J0

T: 403.885.9679

D: 403.885.6258

This message is private and confidential. If you have received this message in error, please notify us and remove it from your system.

This email and any attachments are confidential and intended only for the named recipient. If you are not the intended recipient, please notify the sender and delete this message. The Town of Blackfalds is not responsible for any loss or damage resulting from the use of this email or its attachments.



Logan Jamieson
Land Department

FortisAlberta Inc.
1000 90 Highland Park Green NE
Airdrie, AB
T4A 0X4
Phone# 403-514-4013
Cell#
www.fortisalberta.com
Email:
Logan.Jamieson@fortisalberta.com

August 25, 2026

Town of Blackfalds
5018 Waghorn Street
PO Box 220
Blackfalds, Alberta
T0M 0J0

Attention: Candice Hilgersom

RE: FortisAlberta Condition for Subdivision Approval

FortisAlberta Reference No.: 320175930

MD File No.: S-07-26

Location/Legal Description: SW 25-39-27 W4

Customer Name: 1574997 Alberta Ltd.

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.

Sincerely,

A handwritten signature in black ink that reads 'L Jamieson'.

Logan Jamieson

RE: 320175930



August 24, 2026

Town of Blackfalds
Box 220 5018 Waghorn Street
Blackfalds AB T0M 0J0

**sent by email to jtejkl@blackfalds.ca*

Dear Jolene:

**RE: Notice of Subdivision Application
Subdivision File No. S-07-26 – McKay Ranch Phase 4
Lot 16, Block 12, Plan 262 1073**

Thank you for the opportunity to comment on the above noted subdivision application. Lacombe County has no concerns with the proposed subdivision.

If you require further information, please do not hesitate to contact this office.

Sincerely,
LACOMBE COUNTY

A handwritten signature in black ink, appearing to read "Nooshin Firoozbakhsh", with a long horizontal flourish extending to the right.

Nooshin Firoozbakhsh
Planning Technician

Email | nfiroozbakhsh@lacombecounty.com

From: [Carlton Kirby](#)
To: [Jolene Tejkl](#)
Cc: [Project Manager - Northern Alberta](#); [NABtransmittals](#); [Candice Hilgersom](#)
Subject: RE: Notice of Subdivision Application S-07-26 -239 Eastpointe Drive-T00072433
Date: August 21, 2026 10:46:52 AM
Attachments: [image002.png](#)

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#) | [Report](#)

Good morning Jolene,

On behalf of Rogers Communications Canada Inc. We have reviewed the Notice of Subdivision Application S-07-26 -239 Eastpointe Drive and have no objections with the proposal.

Thank you,

Carlton Kirby

Design Specialist

LEGACY^o

M: 587.433.4902

E: ckirby@legacydesigntech.com

A: 3001 Shepard PI SE, Calgary, AB, T2C4P1

W: www.legacydesigntech.com

Disclaimer: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents or make any copies.

From: Candice Hilgersom <CHilgersom@blackfalds.ca>

Sent: August 19, 2026 12:40 PM

To: [waterapprovals.reddeer](mailto:waterapprovals.reddeer@gov.ab.ca) (waterapprovals.reddeer@gov.ab.ca)

<waterapprovals.reddeer@gov.ab.ca>; centralzone.environmentalhealth@ahs.ca; Gas Land Department <land.admin@atco.com>; Robert Cote <RCote@blackfalds.ca>; mark.kalan@canadapost.ca; Preston Weran <pweran@blackfalds.ca>; landserv@fortisalberta.com; Aws Al Sammarraie <AAISammarraie@blackfalds.ca>; Rick Kreklewich <RKreklewich@blackfalds.ca>; Jeff Heindel <JHeindel@blackfalds.ca>; planning@lacombecounty.com; Jordan Thompson <jthompson@lacombe.ca>; projectmanagernorthernalberta@rci.rogers.com; projectmanagernorthernalberta@sjrb.ca; circulations@telus.com

Cc: Jolene Tejkl <JTejkl@blackfalds.ca>

Subject: Notice of Subdivision Application S-07-26 -239 Eastpointe Drive

Good afternoon,

Please find attached a Notice of Proposed Subdivision.

Please provide any comments by **Wednesday, September 9, 2026**. If we do not receive a written reply by this date, it will be assumed that you have no objections or requirements relative to the subdivision.

Please email any comments directly to jtejkl@blackfalds.ca.
Thank you,

Candice Hilgersom
Development Officer I

Town of Blackfalds

Box 220, 5018 Waghorn St
Blackfalds, AB T0M 0J0
T: 403.885.9679
D: 403.885.6258

This message is private and confidential. If you have received this message in error, please notify us and remove it from your system.

This email and any attachments are confidential and intended only for the named recipient. If you are not the intended recipient, please notify the sender and delete this message. The Town of Blackfalds is not responsible for any loss or damage resulting from the use of this email or its attachments.

Canada's most reliable 5G+ network

This communication is confidential. We only send and receive email on the basis of the terms set out at <https://www.rogers.com/emailnotice>

Le réseau 5G+ le plus fiable au pays

Ce message est confidentiel. Notre transmission et réception de courriels se fait strictement suivant les modalités énoncées dans l'avis publié à www.rogers.com/aviscourriel

From: [circulations.](#)
To: [Candice Hilgersom](#)
Subject: Re: Notice of Subdivision Application S-07-26 -239 Eastpointe Drive
Date: August 19, 2026 1:54:29 PM

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#) | [Report](#)

Good Day,

Thank you for including TELUS in your circulation. At this time, TELUS has no concerns with the proposed activities.

Regards,

Joanne Bourdage

Real Estate Specialist | TELUS Land Solutions Team

National Network Planning (NNP)
2930 Centre Avenue NE, Calgary, AB T2A 4Y2

The future is friendly®

circulations@telus.com

On Wed, Aug 19, 2026 at 12:40 PM Candice Hilgersom <CHilgersom@blackfalds.ca> wrote:

Good afternoon,

Please find attached a Notice of Proposed Subdivision.

Please provide any comments by **Wednesday, September 9, 2026**. If we do not receive a written reply by this date, it will be assumed that you have no objections or requirements relative to the subdivision.

Please email any comments directly to jtejkl@blackfalds.ca.

Thank you,

Candice Hilgersom
Development Officer I

Town of Blackfalds

Box 220, 5018 Waghorn St
Blackfalds, AB T0M 0J0

T: 403.885.9679

D: 403.885.6258

This message is private and confidential. If you have received this message in error, please notify us and remove it from your system.

This email and any attachments are confidential and intended only for the named recipient. If you are not the intended recipient, please notify the sender and delete this message. The Town of Blackfalds is not responsible for any loss or damage resulting from the use of this email or its attachments.

MEETING DATE: September 21, 2026

PREPARED BY: Peter McGee, Economic Development Officer

PRESENTED BY: Peter McGee, Economic Development Officer

SUBJECT: **Economic Development Strategy Contract Award**

BACKGROUND

The Town of Blackfalds' current Economic Development Strategy was developed in 2021 and identified four strategic pillars to guide economic development activities: Business Support and Attraction, Place Making, Tourism, and Investment Readiness. Since its adoption, more than 80 percent of the strategy's actions have either been completed or are actively underway, demonstrating the effectiveness of the existing framework while creating an opportunity to establish a renewed strategic direction for the next phase of community growth.

Recognizing the importance of economic growth and community prosperity, Council identified Economic Development as a strategic priority and approved funding in the 2026 budget for the development of a new Economic Development Strategy. To support this initiative, the Town issued a Request for Proposals (RFP) in August 2026 seeking a qualified consultant to lead the development of the strategy.

The Town received 21 proposals from consulting firms across Canada. An administrative review was completed using the evaluation criteria outlined in the RFP, resulting in a shortlist of seven proponents. These proposals were subsequently reviewed by the Economic Development Strategy Task Force established by Council on August 25, 2026.

Following the Task Force evaluation, three proponents were further shortlisted and invited to participate in virtual interviews conducted through Microsoft Teams. The interviews provided an opportunity to further assess each consultant's project approach, experience, understanding of Blackfalds' economic development objectives, stakeholder engagement strategy, and overall fit for the project.

Following the proposal review and interview process, the Task Force reached a consensus recommendation on the highest-ranked proponent. This report presents the results of the selection process and seeks Council's approval to award the contract for the development of the Town's new Economic Development Strategy.

DISCUSSION

A total of 21 proposals were received and initially reviewed by Administration using the evaluation criteria established in the Request for Proposals (RFP). Based on the results of this review, the seven highest-ranked proponents were shortlisted for further evaluation by the Economic Development Strategy Task Force.

The Task Force reviewed and scored the shortlisted submissions and subsequently identified the three highest-ranked proponents for virtual interviews. The interviews provided an opportunity to

further assess each firm's experience, project methodology, stakeholder engagement approach, and overall fit for the project.

Following the proposal review and interview process, the Task Force reached a consensus recommendation that Deloitte LLP be awarded the contract for the development of the Town's Economic Development Strategy.

Deloitte LLP was identified as the preferred proponent based on their strong understanding of Blackfalds' economic development priorities, proven experience, project approach, qualified team, and overall value.

Administration supports the recommendation of the Task Force and recommends that Council award the contract to Deloitte LLP.

STRATEGIC PLAN ALIGNMENT / OTHER MASTER PLAN ALIGNMENT



**Economic Vitality and
Community Prosperity**



**Community Life,
Safety, and Inclusion**



**Leadership,
Engagement and
Advocacy**



**Sustainable Services
and Infrastructure**

The development of a new Economic Development Strategy supports all four pillars of Council's Strategic Plan:

Economic Vitality and Community Prosperity

The strategy will establish a roadmap to guide Blackfalds' economic growth and development over the next five years, helping to attract investment, support local businesses, and create opportunities for long-term prosperity.

Community Life, Safety and Inclusion

A strong and diverse local economy contributes to a vibrant, safe, and inclusive community by creating employment opportunities, supporting local services, and improving overall quality of life for residents.

Leadership, Engagement and Advocacy

The strategy will provide Council and Administration with a clear framework for economic development decision-making, stakeholder engagement, and advocacy efforts with industry, regional partners, and other levels of government.

Sustainable Services and Infrastructure

Economic growth and a healthy business sector strengthen the municipal tax base, helping to support the sustainable delivery of municipal services and the continued investment in community infrastructure.

This project will ensure that Council's economic development priorities remain aligned with current market conditions, community needs, and opportunities for future growth.

FINANCIAL IMPLICATIONS

Budgeted in the 2026 Economic Development Budget - \$72,100

COMMUNICATION / ENGAGEMENT CONSIDERATIONS

While the development of the Economic Development Strategy will have significant community-wide impacts and require extensive stakeholder engagement and communications throughout the project, the establishment of awarding of the Economic Development Strategy to complete project does not require a formal communications or public engagement process. The Task Force's role is limited to reviewing shortlisted proposals and assisting with the evaluation process prior to Council's consideration of the contract award.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

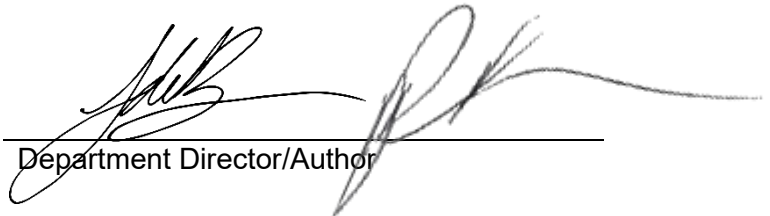
1. That Council endorse the Economic Development Single Purpose Task Force recommendation and award the 2026 5-year Economic Development Strategy RFP contract to Deloitte LLP.

ATTACHMENTS

- *Council RFD, Economic Development Strategy Task Force.docx*
- *2026 Econ Dev Strategy RFP - July 16 2026.pdf*
- *2021 Blackfalds Economic Development Strategy.pdf*

APPROVALS

Kim Isaak,
Chief Administrative Officer



Department Director/Author

MEETING DATE: August 25, 2026

PREPARED BY: Peter McGee, Economic Development Officer

PRESENTED BY: Peter McGee, Economic Development Officer

SUBJECT: **Economic Development Strategy Selection Single Purpose Task Force**

BACKGROUND

The Town of Blackfalds' current Economic Development Strategy was developed in 2021 and identified four strategic pillars to guide economic development activities: Business Support and Attraction, Place Making, Tourism, and Investment Readiness. A total of 31 goals were established under these pillars to support business growth, enhance community attractiveness, strengthen tourism opportunities, and improve the Town's readiness for future investment.

Since the adoption of the strategy, significant changes have occurred both globally and locally that have influenced the economic development landscape. Global events such as the COVID-19 pandemic, geopolitical conflicts, supply chain disruptions, and evolving trade and tariff conditions have altered economic priorities and investment patterns. At the local level, Blackfalds has experienced continued population growth, the emergence of new industries and business opportunities, and the introduction of provincial programs and funding initiatives. These developments have created new opportunities and challenges that were not anticipated when the 2021 strategy was developed, impacting the ongoing relevance of several strategic priorities and actions.

Implementation of the current strategy has been highly successful. Of the 31 identified goals, more than 25 percent have been completed, while an additional 58 percent remain active and ongoing. As a result, over 80 percent of the strategy has been activated through completed initiatives or projects currently underway. This level of progress demonstrates the effectiveness of the existing strategy while also presenting an appropriate opportunity to evaluate outcomes, identify emerging economic trends, and establish a renewed strategic direction for the coming years.

Recognizing the importance of economic growth and community prosperity, the current Council has identified Economic Development as a key strategic priority. To support this direction, funding was included in the 2026 Economic Development budget for the development of a new Economic Development Strategy. A Request for Proposals (RFP) was issued in August 2026, with submissions closing on August 14, 2026. At the time of writing this report, the Town has received approximately twelve proposals from qualified firms interested in undertaking this work.

The development of a new Economic Development Strategy will provide an opportunity to engage stakeholders, assess current economic conditions, build on the successes of the existing strategy, and establish a clear and actionable roadmap to support Blackfalds' continued economic growth and competitiveness.

DISCUSSION

Administration is proposing the following process for the evaluation and award of the Economic Development Strategy contract:

Initial Review and Scoring

The Economic Development Officer (EDO), Peter McGee, will complete a review and scoring of all submitted proposals in accordance with the evaluation criteria outlined in the Request for Proposals (RFP). Based on the results, a shortlist of the top three to five proponents will be identified for further consideration.

Single Purpose Task Force Review

Council's Single Purpose Task Force will review and evaluate the shortlisted proponents. The EDO will compile and tabulate the Task Force's evaluation results and present a recommendation report to Council at the September 5, 2026, Council meeting. Should the evaluation results be too close to clearly identify a preferred proponent, Council may direct Administration to arrange interviews and/or presentations with the top two ranked proponents to assist in making a final decision.

Administration is requesting that Council establish a Single Purpose Task Force to review the shortlist of the top three to five submissions, as identified through the initial evaluation process, and provide a recommendation to Council regarding the award of the Economic Development Strategy contract.

STRATEGIC PLAN ALIGNMENT / OTHER MASTER PLAN ALIGNMENT



**Economic Vitality and
Community Prosperity**



**Community Life,
Safety, and Inclusion**



**Leadership,
Engagement and
Advocacy**



**Sustainable Services
and Infrastructure**

The development of a new Economic Development Strategy supports all four pillars of Council's Strategic Plan:

Economic Vitality and Community Prosperity

The strategy will establish a roadmap to guide Blackfalds' economic growth and development over the next five years, helping to attract investment, support local businesses, and create opportunities for long-term prosperity.

Community Life, Safety and Inclusion

A strong and diverse local economy contributes to a vibrant, safe, and inclusive community by creating employment opportunities, supporting local services, and improving overall quality of life for residents.

Leadership, Engagement and Advocacy

The strategy will provide Council and Administration with a clear framework for economic development decision-making, stakeholder engagement, and advocacy efforts with industry, regional partners, and other levels of government.

Sustainable Services and Infrastructure

Economic growth and a healthy business sector strengthen the municipal tax base, helping to support the sustainable delivery of municipal services and the continued investment in community infrastructure.

This project will ensure that Council's economic development priorities remain aligned with current market conditions, community needs, and opportunities for future growth.

FINANCIAL IMPLICATIONS

Budgeted in the 2026 Economic Development Budget - \$75,000

COMMUNICATION / ENGAGEMENT CONSIDERATIONS

While the development of the Economic Development Strategy will have significant community-wide impacts and require extensive stakeholder engagement and communications throughout the project, the establishment of a Single Purpose Task Force to support the consultant selection process does not require a formal communications or public engagement process. The Task Force's role is limited to reviewing shortlisted proposals and assisting with the evaluation process prior to Council's consideration of the contract award.

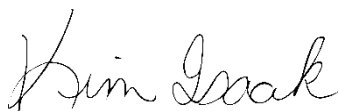
ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion(s):

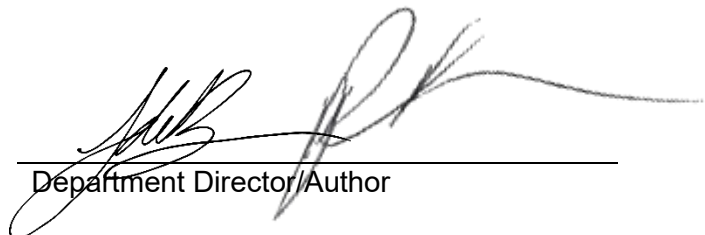
1. That Council establish a Single Purpose Task Force to review the shortlist of the top three to five proponents identified through the Administration-led evaluation process and provide a recommendation to Council regarding the award of the Economic Development Strategy contract.
2. That Council appoint the following members to the Task Force Mayor Svab, Councillor _____ and Councillor _____.

ATTACHMENTS

- 2026 Econ Dev Strategy RFP - July 16 2026
- 2021 Blackfalds Economic Development Strategy

APPROVALS

Kim Isaak,
Chief Administrative Officer



Department Director/Author



**Request for Proposal:
Economic Development Strategy for the Town of Blackfalds**

Closing location:
Civic Cultural Centre
5018 Waghorn Street
Blackfalds, AB T0M 0J0

Closing date and time:
August 14th, 2026
3:30PM, Mountain Daylight Time

General Contact Person
Peter McGee, Economic Development Officer
Phone - 403 885 6246
Email - pmcgee@blackfalds.ca

Town of Blackfalds
Box 220, 5018 Waghorn St.
Blackfalds, AB
T0M 0J0

Table of Contents

1. Background	3
2. Overview	4
3. Definitions	5
4. Request for Proposal	6
5. Confidentiality and Security of Information	7
6. Vendor Expenses.....	7
7. Period of Commitment	7
8. Multiple Proposals	8
9. Cost.....	8
10. Irrevocability of Proposals	8
11. RFP Closing	8
12. Consent to Use Information	8
13. Information Disclosure and Confidentiality	8
14. Vendor Profile.....	9
15. Project Team Information	10
16. Fee Schedule	12
17. Termination.....	12
18. Evaluation Criteria	12
19. Approval Process.....	12

1. Background

The Town of Blackfalds is seeking qualified consulting services through a formal Request for Proposal process to undertake the Town of Blackfalds 2026 5-year Economic Development Strategy to guide our economic development work through 2031.

The Town of Blackfalds is situated in North-Central Alberta, along the QE II Hwy and Hwy 2A, between the cities of Red Deer and Lacombe and operates under a council-manager form of government. The Council is comprised of six elected members and an elected Mayor. The Chief Administrative Officer is responsible for the Town administration functions.

Blackfalds has been one of Canada's youngest and fastest-growing communities for more than a decade, consistently outperforming provincial growth trends. Recent 2024 census indicates the Town reached a population of approximately 11,415, reflecting a strong annual growth rate and nearly 9.7% growth rate over the past five years. This sustained growth underscores Blackfalds' position as a key growth centre within Central Alberta.

The community continues to experience strong residential, commercial, and industrial development activity. Competitive land pricing, development-ready lands, and a business-friendly environment have supported record levels of investment in recent years. These conditions are further enhanced by Blackfalds' strategic location within the Red Deer Region and access to major transportation corridors.

Quality of life remains a central driver of growth and investment attraction. Blackfalds offers a comprehensive suite of amenities, including the Abbey Centre, Eagle Builders Centre, a skateboard and bike skills park, an extensive parks and trails network, and the Blackfalds Area Bus (BOLT) regional transit system. These amenities contribute to a high standard of living and support workforce attraction and retention—critical components of long-term economic development success.

With a population now exceeding 11,000 residents, Blackfalds provides a full range of municipal services, including administration, finance, public works, recreation, and water and wastewater utilities. The Town maintains a workforce of approximately 90 full-time equivalent employees, supplemented by part-time, casual, and seasonal staff, ensuring the delivery of high-quality programs, services, and infrastructure to support continued growth.

The Town completed an in-house Economic Development and Tourism Strategy in 2021. Due to the shelf life of a strategy, major changes in the economy (i.e. COVID, tariffs), and growth in Blackfalds it is time to completely re-evaluate our economic goals.

Consulting firms who are considering a proposal pursuant to this request are encouraged to visit the Town of Blackfalds website @ <https://blackfalds.ca/> for an overview of the Town. Also available online are documents pertinent to this proposal such as the Town's [Economic Development and Tourism Strategy](#) and the [Blackfalds Business & Investment Intelligence Tool](#).

2. Overview

The purpose of this Request for Proposals (RFP) is to seek a qualified Economic Development firm to provide services as detailed in this Request for Proposal document.

Economic Development Strategy will include, but are not limited to:

- A 5-year strategic plan with goals, objectives, tactics, and desired results.
- Assessment of Local, Regional, National and International trends impacting Blackfalds current and future economy.
- Identify priority industry sectors and subsectors and the trends and opportunities they provide.
- Evaluation and assessment of Blackfalds economy and business environment using SWOT, SOARR, or similar techniques.
- Review regional partners and identify opportunities to be unique, better, and/or collaborate.
- Identify strategic economy sectors and assess the suitability of available land.
- Development of implementation plan with timelines, goals and measurable results including a mid-plan review.
- Business, regional partners, Town Administration, Council and EDTAC member engagement via interviews, online research, etc. resulting in recommendations.
- A final full report, plus a short form summary report that is easy to consume and post on our website.

The Town's Economic Development and Tourism Strategy is available on the Town's website (<https://blackfalds.ca/>) for further information

3. Definitions

Throughout this Request for Proposal the following terminology will be used:

“Additional Services” means services requested by Town of Blackfalds not listed within this agreement.

“Business Day” means Monday to Friday, excluding holidays.

“Business Hours” means 8:30 a.m. to 4:30 p.m. MDT on Business Days.

“Close of Proposals” means August 14th, 2026, 3:30PM, Mountain Daylight Time

“Contract” means the written agreement between the successful Vendor and the Municipality to provide Economic Development Strategy contemplated by this RFP.

“Council” means Council of the Town of Blackfalds.

“Evaluation Team” means the individuals who will evaluate the Proposals on behalf of the Town.

“Town”, “Municipality” means the Town of Blackfalds

“Municipal Government Act” means the Municipal Government Act, RSA 2000, c M-26 and its relevant regulations as amended from time to time.

“Must”, “mandatory”, “required”, “shall” means a requirement that must be met in substantially unaltered form in order for the Proposal to receive consideration.

“Optional” means a requirement not considered essential, but for which preference may be given.

“Partners” means Town of Blackfalds, regional economic development or tourism organizations, and neighboring municipalities.

“Proponent” means a party signing and delivery of the Proposal documents to the Town.

“Proposal” means an offer by the Vendor to perform the Services in accordance with the Contract Documents and for the proposal price.

“Request for Proposals (RFP)” means the solicitation for the Economic Development Strategy.

“Services” means the functions, duties, tasks and responsibilities to be provided by the Vendor as described in this RFP.

“Should”, “desirable” means a requirement having a significant degree of importance to the objectives of this RFP.

“Vendor” means an organization or a Consortium responding to this RFP with a proposal.

4. Request for Proposal

The Town of Blackfalds will receive proposals for the provision of a 5-year Economic Development Strategy to the Town of Blackfalds.

This RFP will be conducted with the objective of maximizing the benefit to the Municipality, while offering Vendors a fair and equitable opportunity to participate.

Vendors are advised that failure to satisfy any term or condition of this RFP may result in an unacceptable Proposal.

4.1 RFP Schedule of Events

RFP Issue Date: July 13, 2026

RFP Inquiries received up to: August 4th, 2026

RFP Closing Date and Time: August 14th, 2026

RFP Award to Successful Proponent (if any): August 21, 2026

Contract Commencement Date: Upon Award

4.2 Proposal Submissions

The proponent shall: Submit three (3) hard copies of the full proposal and one (1) electronic copy, plus 1 digital strategy summary. Proposals may be delivered by hand, courier, or mail. In responding to this RFP, your attention is drawn to the following:

- A Proposal Submission Letter and Proposal Response Form (Appendix 1) must be completed, signed by an authorized representative of the Vendor and included in the Proposal;
- Proposals received unsigned or after this RFP’s closing date and time may be rejected;
- Ambiguous, unclear or unreadable Proposals may be cause for rejection; and
- Proposals must be sealed and clearly marked with this RFP’s name and RFP closing date and addressed as follows:

Attention: Peter McGee, Economic Development Officer
5018 Waghorn Street
Blackfalds, AB T0M 0J0
pmcgee@blackfalds.ca

4.3 Vendor Questions

All questions regarding this RFP must be directed to the RFP Contact in writing by August 4th, 2026. Enquiries and responses may be distributed to all Vendors, at the Town's discretion.

The Vendor has a responsibility to notify the RFP Contact in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the Proposal.

Verbal responses to enquiries are not binding on any party.

5. Confidentiality and Security of Information

5.1 The Vendor, the Vendor's employees, subcontractors, and agents shall:

- Keep strictly confidential all information concerning the Municipality and/or third parties, or any of the business or activities of the Municipality and/or third parties acquired as a result of participation in the RFP;
- Only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization of the Municipality; and,
- The Vendor shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

5.2 Conflict of Interest

Vendors must fully disclose, in writing to the RFP Contact on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Vendor were to become a contracting party pursuant to this RFP.

The Evaluation Team shall review any submissions by Vendors under this provision and may reject any Proposals where, in the opinion of the Evaluation Team, the Vendor could be in conflict of interest or could be perceived to be in a possible conflict of interest position if the Vendor were to become a contracting party pursuant to this RFP.

6. Vendor Expenses

The Vendor is responsible for all costs of preparing and presenting its Proposal and for subsequent negotiations, if any, with the Municipality.

7. Period of Commitment

Proposals shall be final and binding on the Vendor for 90 days from this RFP's closing date and time and may not be altered by subsequent offerings, discussions, or commitments unless the Vendor is requested to do so by the Evaluation Team.

8. Multiple Proposals

If multiple Proposals are offered, the Vendor must submit each Proposal separately in the same format as outlined in the RFP. Proposals must meet the fundamental intent of this RFP. The Evaluation Team will decide the acceptability of each Proposal.

9. Cost

Annual cost to complete the assessment service must be quoted in Canadian dollars and exclusive of GST.

10. Irrevocability of Proposals

Vendors may amend or withdraw their Proposal prior to this RFP's closing date and time by submitting a clear and detailed written notice to the RFP Contact. All Proposals become irrevocable after this RFP's closing date and time.

Until the close of Proposals, the Proponent may withdraw its Proposal without penalty or forfeiture.

11. RFP Closing

This RFP will close August 14th, 2026, at 3:30 p.m. MDT. Proposals must be received by the RFP Contact before 3:30 p.m. MDT on this RFP's closing date.

The Town may, by notice or addendum to all Proponents, postpone the Close of Proposals. **All notices and addendum, including the proposal documents, will be issued via the Province of Alberta's "Alberta Purchasing Connection" website and the Town of Blackfalds website. Notices to the Town of Blackfalds website are for information only and are not to be interpreted as binding on the Agreement.**

12. Consent to Use Information

The Vendor consents and has obtained the written consent from any individuals identified in the Proposal, to the use of their personal information in the Proposal by the Municipality, the Municipality employees, subcontractors and agents, to enable the Municipality to evaluate the Proposal.

13. Information Disclosure and Confidentiality

13.1 Access to Information

All documents submitted to the Municipality will be subject to the protection and disclosure provisions of the *Access to Information Act*. The Act allows persons a right of access to records in the custody and control of the Municipality, subject to limited and specific exceptions. It also prohibits the Municipality from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would constitute an unreasonable invasion of personal privacy as defined in Sections 19 and 20 of the Act. Proponents are encouraged to identify all portions of their submissions that are confidential and what harm could reasonably be expected from its disclosure. The Municipality cannot assure Proponents that any portion of the Proponent's documents will remain confidential under the

Act. Under no circumstances, however, will the Municipality disclose information contained in a Proposal to any other Proponent prior to the award of a contract.

13.2 Proposal Return

Proposals and accompanying documentation submitted by Vendors are the property of the Municipality and will not be returned.

13.3 Proposal Rejection

The Evaluation Team may reject the lowest cost Proposal, or any or all Proposals.

14. Vendor Profile

The Proposal must include:

- A brief introduction of the Vendor, identifying the members of the consortium (if applicable) and the Prime Vendor who will be the Consortium's contact with the Municipality;
- The full legal name of the Vendor. In the case of Consortium Proposals, the full legal name of the Prime Vendor and each Consortium member must be provided;
- The location of the Vendor's head office and service centers. For Consortium Proposals, head office and service centre locations must be provided for each Consortium member;
- A Vendor contact for all questions and clarifications arising from the Proposal. The contact information should include the person's title, address including email, telephone and facsimile number;
- A Vendor contact authorized to participate in contract negotiations. The contact information should include the person's title, address including email, telephone and facsimile number;
- Response to each of the Vendor Requirements identified in this RFP; and
- Details of any and all subcontracting arrangements proposed by the Vendor.

14.1 Vendor References

The Proposal must include corporate references from at least three (3) clients in which the Vendor has provided services that are similar in scope and complexity to the services described in this RFP. References must include the name of the municipality and official contact person, and should include a street address, email address, and telephone number. The Municipality may contact these or other references without prior notice to the Vendor. Vendors who, in the opinion of the Municipality, receive unsatisfactory references may have their Proposal rejected.

14.2 Appendices

If the Vendor wishes to include any other material not specifically requested by this RFP, it may do so by including additional appendices in the Proposal.

14.3 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

- To be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- That it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- That it has gathered all information necessary to perform all of its obligations under its Proposal;
- That it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying all information itself with respect to any terms or conditions that may affect its Proposal;
- To hold harmless the Municipality, its elected officials, officers, employees, insurers, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- That it shall not be entitled to claim against the Municipality, their elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Municipality or otherwise (including information made available by its elected officials, officers, employees, agents or advisors, regardless of the manner or form in which the information is provided) is incorrect or insufficient;
- That the Municipality will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of or arising out of submitting a Proposal or due to the Municipality's acceptance or non-acceptance of its Proposal; and
- To waive any right to contest in any proceeding, case, action or application, the right of the Municipality to negotiate with any Proponent for the contract whomever the Municipality deems, in their sole and unfettered discretion, to have submitted the Proposal most beneficial to the Municipality.

15. Project Team Information

15.1 Requirements

- Qualifications of all those identified in the Proposal who would be responsible for delivering the services to the Town.
- Having sufficient staffing, facilities, financial resources, and expertise to address the scope of the services.

- Demonstrate an understanding of legislation relevant to the local government environment.
- Description of economic development professional services provided to other local government clients and innovative products offered by your firm as well as any specific pricing structure for such services.

15.2 Scope of Work

The vendor must:

- Examine current and past Blackfalds Economic Development strategies/reports, regional economic development strategies, and land use planning documents.
- Provide information to the Town, in writing, a 5-year strategic plan with goals, objectives, tactics, and desired results. This plan will include:
 - Local, Regional, National and International trends impacting Blackfalds current and future economy.
 - Identify priority industry sectors and subsectors and the trends and opportunities they create, plus recommendations on how to leverage them.
 - An evaluation of the current economic environment and review of regional partners and identify opportunities and a schedule to continue to evaluate.
 - Identify strategic economy sectors and assess the suitability of available land.
 - Implementation plan with timelines, goals, and measurable results.
 - Business, regional partners, Town Administration, Council and EDTAC member interviews, findings, and recommendations.
- The strategic plan should be suitable for printing and posting in public forums.
- The strategic plan should be visually appealing, including charts, graphs, and infographics for ease of consumption.
- Council presentation on completion of project.

15.3 Insurance

- Proof of Errors and Omissions Liability Insurance coverage to a minimum of \$2,000,000 per occurrence.
- Provide a valid Workers Compensation Board account number and be responsible for WCB coverage.

16. Fee Schedule

- The Proposal shall identify the fee structure for the identified services over the entire life of the contract. The Town reserves the right to seek clarification on such information during the evaluation process.

17. Termination

Agreement may be terminated as follows:

- By the Municipality effective immediately, for cause, upon notice to the Vendor.
- By either the Municipality or the Vendor for any reason whatsoever upon ninety (90) days' notice to the other party;

18. Evaluation Criteria

The Town reserves the right to accept or reject any or all Proposals and to waive irregularities and informalities at its discretion. The Town reserves the right to accept a Proposal other than the lowest Proposal without stating reasons. By the act of submitting its Proposal, the Proponent waives any right to contest in any proceedings or action the right of the Town to award the Services to any party in its sole and unfettered discretion. Without limiting the generality of the foregoing, the Town will evaluate proposals based on the following weighting:

- | | |
|--|-----|
| • Proposal Quality (readability, layout, etc.) | 5% |
| • In accordance with RFP | 5% |
| • Approach and Methodology | 40% |
| ○ Quality and quantity of Information Source(s) – (10%) | |
| ○ Stakeholder/regional partner engagement – (10%) | |
| ○ Sector and Land Use Assessment (10%) | |
| ○ Implementation of Strategy and Performance Metrics (10%) | |
| • Qualifications (Experience, Education, etc.) | 15% |
| • References (including Municipal) | 10% |
| • Timeline | 10% |
| • Fee Structure | 15% |

This is a Request for Proposal and not an Invitation to Tender or Invitation to Request for Proposal. You are therefore advised that the Town reserves the right to:

Accept a proposal with negotiation.

Reject a proposal without negotiation.

Negotiate changes in the technical or financial content of the successful proposal.

Subject to the requirements of the *Access to Information Act*, ratings shall be confidential, and no totals or scores of such ratings shall be released to any party.

19. Approval Process

Acceptance of a Proposal by the Town shall only be communicated by written notice from the Town to the successful Proponent. Notice of acceptance by the Town shall be delivered in writing at the address for the successful Proponent set out in the Proposal received.

The Town of Blackfalds reserves the right to accept or reject any and all Proposals, and to waive irregularities and informalities at its discretion. The Town reserves the right to accept a Proposal other than the lowest Proposal without stating reasons. By submitting its Proposal, the Bidder waives any right to contest, in any proceedings or action, the right of the Town to accept or reject any Proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the Town may consider any other factor besides price and capability to perform the work in its sole and unfettered discretion.

Bidder/Company Name: _____

Contact: _____

Address: _____

Phone/Fax: _____ Email/Website: _____

Item	Cost/Hour	Total Hours	Total Cost

References

1. _____

2. _____

3. _____

Authorized Signature: _____

Title: _____

Date: _____

Box 220 | 5018 Waghorn St
Blackfalds, AB | T0M0J0
403.885.4677
www.blackfalds.ca



TOWN OF BLACKFALDS

Economic Development & Tourism Strategy

Prepared by
Christopher Johnson
Economic Development Officer

Presented
10/01/2021

BLACKFALDS
ALBERTA



Contents

ACKNOWLEDGEMENTS	4
EXECUTIVE SUMMARY	5
THE STRATEGY AT A GLANCE	6
BLACKFALDS...A BRIEF HISTORY	7
BLACKFALDS FAST FORWARD... ..	8
BLACKFALDS BRAND	9
WHERE WE WANT TO GO	10
A PLACE TO BE PROUD OF	11
SWOT ANALYSIS	13
STRATEGIC PILLARS	15
STRATEGIC PILLAR: BUSINESS SUPPPORT & ATTRACTION	16
STRATEGIC PILLAR: PLACEMAKING	23
STRATEGIC PILLAR: INVESTMENT READINESS	29
STRATEGIC PILLAR: TOURISM	33
IMPLEMENTATION PLAN	38
GETTING THE WORK DONE	39
WE'RE GETTING THERE!	41
A LASTING TRIBUTE	42
APPENDICES	43

Acknowledgements

This Economic Development & Tourism Strategy was achieved through the collaboration of multiple organizations, community and business members.

This plan would not have been possible without the expertise of the Economic Development and Tourism Advisory Council (EDTAC) and the guidance and insight from the Economic Development and Tourism Strategy sub-committee representatives.

We would also like to thank EDTAC, the strategy sub-committee, and Council for their ongoing support.



Executive Summary

The Town of Blackfalds must stay up to date on the local, national, and international economic climate which will assist in realizing the town's potential for future growth.

The Economic Development and Tourism Strategy will remain on course to sustainable economic prosperity by providing recommendations through stakeholder consultation. It also identifies several actions that must be implemented by Town to achieve its goals. The Blackfalds Municipal Development Plan and the Intermunicipal Development Plan provide a comprehensive analysis of current and future economic growth and development in the Town using the most up to date data available.

At the core of the strategy, the Town aims to significantly grow community engagement.

Building on a solid understanding of the local economy - stakeholders from various industries including business, manufacturing, tourism, the public sector, education, the development



industry, and professional services, as well as the Economic Development and Tourism Advisory Committee - adding dimension to this Economic Development and Tourism Strategy.

The process revealed four major points of opportunity for stakeholders to provide input and to influence this strategy.

Christopher Johnson,
Economic Development Officer

Strategy at a Glance

WHAT IS IT?

An Economic Development and Tourism Strategy will help cultivate economic growth for the Town of Blackfalds over the next ten years.

WHY WAS IT PREPARED?

The Town of Blackfalds requires a strategy that will assist in achieving future economic growth and prosperity. This strategy provides a road map for our future. We know there will be unforeseen circumstances and new directions to explore along the way, and we will adjust course as needed. It will take time to arrive at our future destination, but together is how we'll get there.

HOW WILL IT HELP?

The strategy provides direction and help decisionmaking by key stakeholders and local governments.



WHO PREPARED IT?

Economic Development Officer, Christopher Johnson developed a participatory framework that allowed community stakeholders and the Economic Development and Tourism Advisory Committee (EDTAC) to shape the development of the Economic Development and Tourism Strategy.

WHEN WAS IT COMPLETED?

A draft of the plan was presented in September and the final draft will be shared in October of 2021.

WHO WILL IMPLEMENT IT?

Town of Blackfalds Council, staff and other key business and community stakeholders will work collaboratively to implement the strategy.

WHO WILL BENEFIT?

Everyone who lives, works, develops, or visits the Town of Blackfalds.

WHERE DO I GET MORE INFORMATION?

Christopher Johnson,
Economic Development Officer
ecdev@blackfalds.ca

Blackfalds...A Brief History

Centrally located between Red Deer and Lacombe, The Town of Blackfalds is one of Canada's fastest growing communities. The first time this happened was after the establishment of a railway line in 1891, long before the town's incorporation in 1904. Blackfalds' early growth resulted from the historic Calgary & Edmonton Trail and the railway.

Originally known as Waghorn, the village was named after Blackfalds' first postmaster, Walter Waghorn, who with mother Sarah and brother William, were some of the earliest settlers to come to the area in 1889. In 1903, the name changed to Blackfalds to pay homage to the postmaster's home in Scotland who claimed the rolling hills and farmland reminded him of the landscape where black sheep grazed back in Scotland.

The community's market access and rich agricultural land attracted people from across Canada, the US, and Europe. At various times Blackfalds has had the distinction of being one of the youngest and fastest growing communities in both Alberta and Canada.

Today, Blackfalds is a vibrant, entrepreneurial community; home to many well-educated, young families that are a critical factor in encouraging business prosperity. The Town has expanded rapidly with many businesses and homes now located on both sides of Highway 2A. It is a fast-growing community with a small town feel and a progressive economic vision.

Blackfalds is focused on community and economic development. As such, it strives to understand the business climate, the community's assets, the regional workforce, and its key economic indicators.

Blackfalds is a hub for the energy, construction, and transportation sectors, with many companies using the community as a staging area for their servicing and infrastructure projects throughout the province.

The community is fully serviced (water, wastewater, electricity, natural gas, cell phone coverage, broadband, and fibre optics) and is adjacent to Highway 2, the main corridor between the major cities of Edmonton and Calgary, both of which provide international airports.



Blackfalds Fast Forward...

Blackfalds was known as a small bedroom community in between two growing cities, Lacombe and Red Deer. However, in recent years, more young families moved to Blackfalds due to its central location and its small-town, safe, and inviting feel.

Due to a growing population, Town Administration and Council, with resident input and recommendations from volunteer boards and committees, worked towards providing more amenities and services for its residents.

This commitment resulted in the creation of a Multi-Plex arena, multiple playgrounds, open green spaces, parks, the Abbey Centre, commercial and industrial areas, the Bike Sills Park, and

eventually the (now) Eagle Builders Centre. After some time, people began to visit Blackfalds for the outstanding recreational and business opportunities but ended up staying here for the fun and homey community.

As the Town continues to grow, more and more amenities are added to the community including health services, personal services, unique restaurants and local businesses, and education opportunities.

In 2020, the Town took on a new brand statement and story, which reflected the growth of Blackfalds and how it came from the small transit community to the youthful town it is today.



Blackfalds Brand

BRAND POSITIONING STATEMENT

Blackfalds - modern, active, fun - a vibrant community of young families, thriving businesses and outstanding recreation opportunities.

BRAND STORY

Blackfalds is a community of young hearted people with a shared enthusiasm for play. Experience our youthful vibe while you explore our trails and parks, take in family-friendly events, or enjoy your favorite sports and leisure activities.

For parents with young children and the grandparents who chase them, for visitors who seek to discover fun, and for local businesses who promote the growth of a thriving community, Blackfalds is your place to play!



Where We Want to Go

VISION STATEMENT

The vision of the municipality provides direction for those who work for the Town and includes the goals that each employee has for Blackfalds.

Blackfalds is an active family community full of pride, commitment and opportunities reflecting an economically sustainable, self-sufficient, and safe living environment, with a balanced range of municipal services provided through innovation and proactive community partnerships.



A Place to be Proud of...

Throughout the interactions with members of EDTAC and the community, EDTAC sessions and community engagement, a number of assets to the Town of Blackfalds and area have been identified which are important to note and celebrate as they provide a baseline for the creation of future action plans to be produced in carrying out the Economic Development and Tourism Strategy.

LOCATION

- Central to major cities with international airports
- Close proximity to highways and transportation
- Access to universities, colleges, and other post secondary institutions

ECONOMY

- Outstanding farming community with rural agricultural heritage
- Innovative industrial/manufacturing community
- Developable land
- Prosperous small family and home-based businesses

OUTDOOR LIFESTYLE

Year-round recreational opportunities and healthy outdoor living that include:

- bike skills and all wheels parks, outdoor sports facilities & trails
- themed and inclusive playgrounds
- slo-pitch, soccer, mountain biking, hiking, and camping,

Access to nearby recreation such as:

- fishing, hunting, skiing, ATV riding, snowboarding, snowmobiling, equestrian centres, golfing, water sports

Facilities that cater to:

- community markets, weddings, sport events, tradeshow, and concerts.



MUNICIPALITY

- Council and administration are proactive and probusiness
- Excellent municipal services
- Well-paved roads
- Local schools & education facilities
- Strong municipal council
- Ambitious chamber of commerce
- Variety of recreation facilities

RURAL FABRIC

- A strong sense of community
- Small-town feel
- A great place to live & raise a family
- Diverse and unique
- A rural setting not affected by urban sprawl
- Friendly, generous, and helpful people
- A healthy mix of long-time residents and newcomers
- An enthusiastic community spirit



SWOT Analysis



- Superb access to major Alberta and Canadian markets
- Access to QE 2 and two international airports
- Skilled labour force
- Young population
- Relatively inexpensive land
- Superior quality of life
- Ambience of small town
- New public buildings and amenities
- Natural beauty – trail and water systems
- Safety
- Proximity to post secondary education
- High speed internet connectivity



- Lack of health practitioners and healthcare facilities
- Insufficient provincial services (Registries Office)
- No local secondary education facilities
- Unbalanced tax assessment
- Limited mix of labour force
- Strong competition for labour due to surrounding municipalities
- Shortage of commercial services – retail/restaurant/entertainment
- Limited diversity/multiculturalism
- Lack of hospitality and tourism services
- Skewed population age distribution



- Willingness to embrace change
- Affordable housing for retirees and older citizens
- Available serviceable land
- Nearby airports offer development opportunities
- Tourism development and growth
- Regional cooperation/collaboration
- Potential to grow entertainment sector
- Build existing labour force to include more diverse skills
- Great place to attract new investment
- Poised to promote healthy community lifestyles and attract health practitioners and other health/lifestyle businesses
- Attract technology work force, remote workers
- Attract workers who can work remotely and choose to live and work in Blackfalds
- Opportunity to create a stronger identity for the community
- Community growth brings new opportunities
- Downtown core offers retail opportunities and balance big box stores providing a unique retail experience for residents and visitors



- Loss of aging population due to lack of housing and provincial supports
- Shortfall of career focused employment
- Disproportionate tax base
- Unfrequented downtown core
- Competitive environment makes it a challenge for Blackfalds to grow and retain a competitive advantage over nearby communities
- Local transit system does not offer regional service causing potential residents to move outside of the community
- Economic downturn in Alberta
- Pandemic makes engagement and personal relationship building a challenge.

Strategic Pillars

Broaden and build the local business base by investing in business development and support programs and services.

Plan, invest and encourage placemaking efforts to grow the community of Blackfalds as a destination for businesses, visitors, and new residents.



Plan, support, invest and build tourism efforts to grow Blackfalds as an attractive destination for visitors and residents.

Participate in the creation of an integrated approach to infrastructure, services, and policy framework which will support the growth of investment and local employment.



GOAL 1

Grow and develop business retention and expansion initiatives including business visits, surveys and provision of business information and support in order to ensure regular communication, monitoring and updating of business community needs and issues.

ACTIONS



Develop events calendar of workshops, training, and other outreach activities to support business. Compile and update business distribution list.



Regular schedule of business satisfaction surveys.



IMMEDIATE



SHORT-TERM



CONTINUING

GOAL 2

Launch Business Directory on new website to showcase local licensed businesses

ACTIONS



Update Localintel and maintain current directory on Town website.



Maintain directories to increase walkability.



Include home-based businesses

GOAL 3

Attend targeted trade shows (virtual and otherwise) that allow promotion of development opportunities and provide access to major retail companies and institutional investors.

ACTIONS



Compile list and seek approval - will be included in future budgeting.

GOAL 4

Continue to support and assist with business retention programs in partnership with existing business groups i.e. Annual Business Awards, Passport to Christmas, Health Professional Appreciation

ACTIONS



Attend local and regional chambers of commerce meetings



Create more programs as opportunities arise.

GOAL 5

Establish an environment of entrepreneurship. Advocate for and support relevant programming across the education system.

ACTIONS



Research entrepreneurial and cooperative programs.



Liase with the Blackfalds Chamber of Commerce.



Work with school districts to understand needs.



Host and promote regional career fairs and involve external groups such as careersnextgen.ca

GOAL 6

Continue to streamline permitting and licensing processes and make available online whenever possible.

ACTIONS



Develop online platform that integrates with the Town website.

GOAL 7

Strengthen relationships with agencies to enhance delivery of business supports and training in the community.

ACTIONS



Develop accessible online training i.e. webinars, online workshops and regional resources.



Develop annual calendar of training as it becomes available.

GOAL 8

Contribute to updates to Land Use Bylaw, Municipal Development Plan, MSP, and other planning documents, to mitigate unnecessary constraints and costs for businesses.

ACTIONS



Engage with business community.



Aid in the development or update.

GOAL 9

Create a prospectus that highlights specific types of business that are wanted in Blackfalds i.e. professional, health food store, artisan market, restaurants. Use as part of marketing package and post on relevant websites.

ACTIONS



Conduct gap analysis and engagement surveys.



Include prospective verbiage and content in attraction marketing



Research business incentives opportunities



Distribute and promote on social media



IMMEDIATE



SHORT-TERM



CONTINUING

GOAL 10

Enhance collaboration with Lacombe County on promoting available properties in joint economic development area and adjacent industrial parks.

ACTIONS



Maintain inventory of development and commercial lands.



Collaborate with Lacombe County EDO to market opportunities.



Compile and update available properties and commercial land content on Town website and Localintel.



Make available in easily accessible place

GOAL 11

Categorize and maintain collateral for investors, businesses, residents and visitors including sector profiles, testimonials, maps, etc.

ACTIONS



Compile and update collateral Town website and Localintel.



Make available in easily accessible place



IMMEDIATE



SHORT-TERM



CONTINUING

GOAL 12

Assess residential, commercial and industrial developers needs and interests in partnering on collaborative marketing initiatives.

ACTIONS



Use Localintel collaborative Quality of Life tool.



Develop community engagement plan



Establish list of current/interested developers.



Explore creating a microsite showcasing resident neighbourhoods.



Market “Your Best Life” in Blackfalds, through sustaining and increasing population growth and economic development activities in Blackfalds.



KEY PERFORMANCE INDICATORS

QUALITATIVE INDICATORS

Increased business engagement
(number of businesses, amount of
individuals)

Change in the number of local
businesses and/or in a targeted
sector

Value of building permits

Increase in non-residential tax
assessment

Increase in business licenses
applications

Increased satisfaction scores

Increased website traffic on
LocalIntel and Town website

QUANTITATIVE INDICATORS

Reputation as a good location for
small and medium business growth

Level of engagement with the
business community

Increased business engagement
with “Shop Local” programs and
initiatives.



Placemaking

GOAL 1

Invest in promoting the community through dynamic and storytelling content. Emphasize Blackfalds as modern, active and fun - a vibrant community of young families, thriving businesses and outstanding recreation opportunities.

ACTIONS



Gather/create inventory of marketing collateral and content i.e. videos, still ads, photography, virtual community tours.



Develop marketing plan through implementation.



Explore addition of Localintel Quality of Life Tool and embed into Business & Development pages on Town website.



IMMEDIATE



SHORT-TERM



CONTINUING

GOAL 2

Champion and participate in community branding. When the time is right, integrate into economic development marketing; enhance residential and commercial areas by adding streetlight banners, neighbourhood wayfinding signage and other elements.

ACTIONS



Re-establish branding committee to continue established course of action.



Go to market for Community Branding consultant.



Engage community, departments, Council, and Administration.



Re-introduce new branding to Council for adoption and acceptance.



Work with Marketing & Communications to roll out new brand to community through marketing campaigns.

GOAL 3

Promote opportunities to attract health services and wellness facilities, childcare providers, affordable housing, and accessible aging in place accommodations.

ACTIONS



Implement physician marketing strategy.



Conduct needs assessment.



Refine incentive program.



Work with Localintel for inventory.



Conduct gap analysis of accessible, affordable, adult-only, and rental housing.



Build a plan to address identified needs.

GOAL 4

Identify, densify, and enliven the downtown core.

ACTIONS



Engage stakeholders.



Engage in gap/analysis survey



Explore opportunities for programming



Research/grant funding initiatives, revitalization incentive program, art and culture initiatives.



Continue to advance the initiatives in the Downtown Revitalization Plan, including façade improvements



Research business attraction/incentives.



Advocate for growth of unique retail, office, restaurant, and entertainment opportunities in commercial areas, recognizing current limited available commercial space downtown.



IMMEDIATE



SHORT-TERM



CONTINUING

GOAL 5

Plan and encourage local events and activities.
Prepare for the opening of EagleBuilders Centre.

ACTIONS



Plan for visitor needs such as hotels, restaurants, shopping, etc.



Gap analysis and community engagement.



Develop event specific marketing.



Research relevant tradeshow.

GOAL 6

Support the development of gathering spaces and assist
with attraction & delivery of programming and events.

ACTIONS



Attract sponsorship and support for the Eagle Builders Centre plaza space.



Research events group RFP and contracting.



Research available grants for community events.



Expand summer community markets and Arts & Culture Series.



Growth of event base to include Bike Skills, All Wheels Park, All Star, and other regional landmarks and tourism attractions.



GOAL 7

Build community capacity to attract, welcome, integrate, and retain newcomer residents and entrepreneurs.

ACTIONS



Plan to expand hospitality industry and tourism attractions such as hotels, restaurants, shopping, etc.



Conduct gap analysis and community engagement.



IMMEDIATE



SHORT-TERM



CONTINUING



KEY PERFORMANCE INDICATORS

QUALITATIVE INDICATORS

Perception of downtown as a destination and key asset in the community

Increased participation from visitors and residents

Presence of philanthropic giving and community endowments

Improved quality of life elements i.e. schools, health services, cultural assets, recreation amenities, and public transit

QUANTITATIVE INDICATORS

Investment & redevelopment expenditures

Increase of new companies in Blackfalds

Total number of businesses

Population changes – numbers, age categories and diversity

Increased resident & visitor engagement

Amount of visitors and inquiries through Visitor Information Centre

Increase of new home builds



Investment Readiness

GOAL 1

Maintain and promote an available property inventory. Aim to make this an online, interactive and searchable tool on the Town's website.

ACTIONS



Work with Localintel to maintain.



Work with the business community to maintain current vacancies.



Embed on Town website.



IMMEDIATE



SHORT-TERM



CONTINUING

GOAL 2

Investigate renewal options with Localintel and embed existing investment attraction tools into the Town website or create in-house tools.

ACTIONS



Regularly update Localintel information.



Put MarComm in communication with Localintel for web integration.

GOAL 3

Market broadband communications infrastructure as a community strength. Assess and advocate for additional fibre build where beneficial.

ACTIONS



Maintain updated map.



Include in relevant marketing.



Conduct needs assessment and advocate for expansion where necessary.





GOAL 4

Organize regular opportunities to engage local landlords, business property owners, realtors and prospective developers, so their needs, challenges and successes are clearly understood.

ACTIONS



Develop list of opportunities.



Maintain calendar of events.



Maintain email distribution list.



Market calendar to community and partner groups.

GOAL 5

Support the expansion of the BOLT regional public transit system to support economic growth, workforce, and schooling mobility.

ACTIONS



Provide input, when necessary, which contributes to establishing new or updated functioning.



IMMEDIATE



SHORT-TERM



CONTINUING



KEY PERFORMANCE INDICATORS

QUALITATIVE INDICATORS

Level of engagement with business community

Easier accessibility to information

Easier accessibility to inventory and contact information

QUANTITATIVE INDICATORS

Value of commercial/institutional/industrial building permits

Appropriate residential, commercial and industrial lands

Increase in non-residential tax assessment

Growth in local employment

Overall supply of serviced employment lands

Available square footage for commercial and industrial use employment lands

Change in # of overall businesses in the community and/or in a specific sector

Total inquiries received for employment lands

Web traffic to Business & Development web pages with embedded Localintel tools



GOAL 1

Develop opportunities in sports and recreation tourism. Create a strategy to attract related activity and private spin off industries including sport medical facilities and businesses.

ACTIONS



Work with AJHL to create events surrounding the team and community.



Attract and grow current sports circuit as well as new opportunities.



Research group for activation of Bike and All Wheels parks.



Grow relationship with Lacombe Regional Tourism to be the premier destination for activity and sport/recreation hosting.



Research Trade Show, Conference, and sponsorship opportunities.



IMMEDIATE



SHORT-TERM



CONTINUING

GOAL 2

Grow tourism in Blackfalds.

ACTIONS



Expand marketing to reach Edmonton and Calgary markets



Maintain and enhance relationships with tourism partners – Central Alberta Tourism Alliance, Lacombe Regional Tourism, and Tourism Red Deer and encourage investment from private tourism operators (accommodations, golf course, trail and river experiences, hunting, and camping).



Explore opportunities to contract a local community group to provide visitor services at the Wadey Centre.



Expand visitor services to be more community visible at high priority events.



Research Trade Show, Conference, and sponsorship opportunities.



Research feasibility of a Town of Blackfalds/Tourism app to focus on the younger population and include itinerary creation and implementation.

GOAL 3

Attract tourism businesses and build partnerships.

ACTIONS



Inventory available tourism options and develop needs/opportunities assessment.



Market opportunities and actively search for partners to grow business in Blackfalds.



Mentor B2B collaboration to create new local options.

GOAL 4

Create relevant and exciting content specific to tourism and maintain an updated database available for use with industry partners.

ACTIONS



Develop a database of year-round photography.



Contract drone photographer.



Develop a tourism panel and request HD footage from willing participants.



Work with Lacombe Regional Tourism to maintain regional content.

GOAL 5

Create a Destination Marketing Fund (DMF).

ACTIONS



Organize a committee/non-profit group.



Develop industry standard inclusion process and fees.



Develop compelling marketing strategy to attract buy-in.



IMMEDIATE



SHORT-TERM



CONTINUING

GOAL 6

Develop and maintain an online tourism presence.

ACTIONS



Create a tourism portal on the Town website.



Explore creating a Tourism microsite.



Create and maintain tourism specific social media.



Be present on Lacombe Regional Tourism and Travel Alberta social media and website.

GOAL 7

Major Projects – Creation of new capital projects or inclusion into current projects and events.

ACTIONS



Encourage ideation of major tourism projects.



Conduct feasibility studies.



IMMEDIATE



SHORT-TERM



CONTINUING

KEY PERFORMANCE INDICATORS

QUALITATIVE INDICATORS

Customer Satisfaction

Product Quality

Stakeholder Satisfaction

Creation of standalone Tourism Board/Committee

Strong partnerships with local Tourism partners, TRD, LRT, TA

Tourism related employment

QUANTITATIVE INDICATORS

Increased Quality of Life Index

Increase in visitors

Increase in new local business (tourism)

Increase in new tourism options/entertainment

Increase in hotel stays

Website traffic and time spent

Implementation Plan

The actions outlined in this strategy represent the priorities of Town of Blackfalds and its stakeholders in moving forward to guarantee a positive future for the Town and its residents. The Town will need to act as leader, facilitator, and partner in this endeavour and with the assistance and participation of its stakeholders, this future can be achieved.

In addition to the actions described herein, the Town of Blackfalds must determine the means by which it can keep on top of trends and development initiatives. This imperative, along with the significant work program that this strategy embodies will require an assessment of the resources that are currently available for economic development in the Town to determine if they are sufficient to meet the requirements of the goals laid out by the stakeholders consulted.

The Town will also need to be diligent in monitoring the success of the actions it decides upon. Careful monitoring will help inform the need to stay the course, increase efforts, or change directions on any given action.

The ability to do this is crucial given the pace of change in today's economy.

The effort required to successfully implement the strategy as outlined is significant. In this context, it will be important to determine whether existing resources (budget, staffing) allocated to economic development activities in the Town of Blackfalds are sufficient. One approach to kick-starting the implementation of this strategy is to begin to work immediately on those things that can be started easily, require limited resources, and yield results quickly.

Several projects outlined in this strategy are already underway and will work toward this strategy's goals.

Economic Development and Town departments will complete detailed implementation plans for each focus area. New projects will be planned and budgeted for through the Town's processes and will seek Council approval prior to beginning.

We will continue to engage community partners and enlist their help in moving this strategy forward. We will look for, and listen to, opportunities for collaboration

Getting the Work Done

Our new Strategic Plan is ambitious both in terms of its targets and scope of work. The Economic Development and Tourism Advisory Committee (EDTAC) was clear in its recommendation of the need to be proactive in keeping the business community updated on our progress and ways to get involved.

To hit our targets, manage the work and involve businesses as much as possible, we need to adjust the way we will do things in three ways:

PROMOTIONALLY

The development of a promotional storyline to help raise awareness of Blackfalds as a great place to invest, reside, and grow.

FINANCIALLY

A rigorous bottom-up approach to appropriately budgeting for this ambitious plan will be required. Detailing funding requirements, particularly for the new projects, will require time. A measured approach will ensure that responsible recommendations are presented to council as part of the annual budgeting process.

ORGANIZATIONALLY

New areas of focus and greater activity in existing areas of focus will result in new and increased activity which include:

- Connecting and consulting with small and medium businesses
- Organize and promote business events
- Manage sustainable innovation projects
- Promote Blackfalds' lifestyle
- Workforce attraction
- Develop a diverse workforce
- Promote Blackfalds to potential investors
- Profile available land and space
- Retain, promote and celebrate existing businesses
- Be fiscally responsible in budget planning and seek out grants and sponsorship opportunities
- Purchasing

TWO KEY TARGETS

Community stakeholders, including business leaders and citizens, who are interested in knowing about progress being made, what it means for them and their businesses, as well as how they may be able to provide additional support.

A broader group of business leaders, investors and influencers who are interested in finding out more about investment opportunities in Blackfalds, from buying land or buildings, to locating their companies here or investing in newer ventures.

ACTIONS

- Quarterly e-newsletters to keep businesses updated on events, opportunities, and progress on the Economic Development and Tourism Strategy
- Select media releases to highlight when we have hit key milestones
- Regular updates featuring interviews about local success stories and inspiring perspectives
- Targeted presence at events and venues locally, regionally, and nationally where council and staff can promote investment opportunities in person
- Frequent social media news, boosted posts and ad campaigns on Facebook, Instagram and LinkedIn
- Broader business gatherings that inspire leadership, workforce development, and innovation
- Regular updates to Council



We're Getting There!

In building this Economic Development and Tourism Strategy, we progressively narrowed our focus, choosing goals with the greatest potential to accelerate the long-term economic well-being and quality of life of our community.

Each goal has metrics attached. Because without effective measurement, who's to say how effective completed actions actually are? We need to know that we're moving the needle on economic well-being for the long term. As we shift into execution, we will be measuring our progress on each goal, which will allow us to adjust in order to be more effective.

While the Strategy includes performance indicators for all identified priorities, Action Plans will be created for each individual goal and will include their own key metric categories linked to the plan's main goals.



A Lasting Tribute...

With heavy hearts, we had to say goodbye to a valued member of our community and of the Economic Development and Tourism Advisory Committee, Alex Yule.

Alex passed away unexpectedly at the Red Deer Regional Hospital Centre, on Friday, September 17, 2021 at the age of 63 years. Born in Sarnia, Ontario, Alex moved to our community in 2014 when he was transferred with GE to Alberta. He purchased a home in Blackfalds and resided there with his wife Cheryl until his passing. Happily married for almost 30 years, Alex and Cheryl had 4 children and 7 grandchildren.

When he wasn't volunteering and being an active member of the community, Alex spent his time camping and playing golf. He served on the Family Community Support Services board for 6 years and recently served on both the Economic Development & Tourism Advisory Committee as well as the Blackfalds Health Professional Attraction & Retention Committee. Alex was about to start a new adventure as he aspired to become the next Mayor of Blackfalds.

No words can express the great loss we feel as a community as we say goodbye to this amazing individual. From the bottom of our hearts, we thank you for your energy and commitment.

Rest in Peace Alex.

Alexander Stuart Yule (1957-2021)



Appendices

- Municipal Sustainability Plan
- Central Alberta Economic Partnership (CAEP)
2021 Community Overview
- Municipal Development Plan
- Intermunicipal Development Plan
- Central Alberta Economic Partnership (CAEP)
Community Profile





Let's get started!

Economic Development & Tourism
TOWN OF BLACKFALDS
Civic Cultural Centre
Box 220, 5018 Waghorn St
Blackfalds, AB T0M 0J0
T: 403.885.4677

BLACKFALDS
ALBERTA

MEETING DATE: September 21, 2026

PREPARED BY: Derek Starnes, Sports and Events Manager
Rick Kreklewich, Director of Community Services

PRESENTED BY: Derek Starnes, Sports and Events Manager

SUBJECT: **Ball Diamond Construction**

BACKGROUND

The 2026 Capital Budget included \$290,000 for the construction of a fifth Ball diamond at Sterling Industries Sports Park. The original budget was based on developing a diamond similar to the four existing diamonds already within the park that are geared more towards fastpitch and slo-pitch.

Following budget approval, the project scope shifted following discussions with Blackfalds Minor Baseball to construct a baseball diamond that could host U18 baseball at minimum. The dimensions for U18 baseball require an infield with 90 foot bases rather than 70 foot bases meaning landscaping, aggregate and shale costs are significantly higher than originally budgeted. The homerun fence would also extend from 300 feet all around, to 320 feet in the corners and 375 feet to centre field and the backstop would need to be a minimum of 40 feet from home plate. While these changes do increase fencing costs, the most significant cost escalations are associated with the additional shale, aggregate, and site development requirements.

Administration received 4 bids to complete this work, with the following costs (GST not included):

- 1) \$373,996
- 2) \$698,000
- 3) \$600,381
- 4) \$443,207

Please keep in mind that these numbers do not include the costs of dugouts or benches for the teams which is estimated to cost approximately \$33,258.80.

DISCUSSION

Based on the bid results, the project is approximately \$84,000 over budget (29% over budget). The original scope had the Town acquiring quotes for the dugouts separately to match the existing dugouts within the park, but the dugouts could be changed to chain link with slats similar to the Valley Ridge and Cottonwood diamonds if needed for minimal additional costs.

Based on discussions with Blackfalds Minor Baseball, it is important to consider the long-term impact of this investment on baseball development in Blackfalds. Currently, the community does not have a U18 baseball team, requiring local players to compete in Red Deer or Lacombe. Constructing a regulation U18 diamond could help support the creation of a local program and provide opportunities to retain youth athletes within the community. It is difficult to determine the amount of revenue that will be gained, but this addition will help fill a gap by providing a ball diamond for U18 as well as improve our park for hosting ball tournaments.

The other option is to revert to the original project scope and construct a fifth diamond that is consistent with the four existing diamonds at Sterling Industries Sports Park. It is important to note that while U18 teams can play games on smaller diamonds, those facilities would not meet the requirements to host Provincial Championships or other higher-level tournaments. Developing a regulation U18 diamond would position Blackfalds to host these events in the future, creating additional recreation and economic development opportunities for the community.

STRATEGIC PLAN ALIGNMENT / OTHER MASTER PLAN ALIGNMENT



**Economic Vitality and
Community Prosperity**



**Community Life,
Safety, and Inclusion**



**Leadership,
Engagement and
Advocacy**



**Sustainable Services
and Infrastructure**

The proposed ball diamond directly supports the Town of Blackfalds Strategic Plan by enhancing recreation opportunities, strengthening community inclusion and wellbeing, supporting sport tourism and local economic activity, and providing sustainable recreation infrastructure to meet the needs of a growing community. The current ball diamonds are heavily used and the reputation they carry as some of the best maintained diamonds in the province has allowed the Town to continue to host Provincial and National championship fastpitch, with the Slo-pitch community wanting to come back and use them more bringing more people into town during the spring and summer seasons.

FINANCIAL IMPLICATIONS

Based on the lowest bid, the project is currently \$84,000 over budget. Should Council want to move forward with the U18 sized diamond as proposed, an additional \$120,000 is being requested to meet the project budget as well as for dugout construction from the General Capital Reserve.

COMMUNICATION / ENGAGEMENT CONSIDERATIONS

Administration has engaged with Blackfalds Minor Baseball regarding the need for additional baseball infrastructure and the opportunity to develop a regulation U18-sized diamond within the community. Feedback received supports the development of a larger diamond to accommodate future program growth and reduce the need for local athletes to travel to neighbouring communities to participate at the U18 level. Administration will continue to engage with Blackfalds Minor Baseball regarding this project.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council approve an additional \$120,000 for the construction of a U18 sized baseball diamond at Sterling Industries Sports Park, with funding to be drawn from the General Capital Reserve, and proceed with construction immediately.

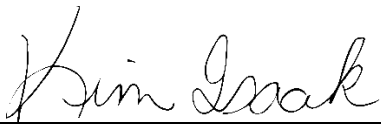
ALTERNATIVES

- a) That Council approve reverting to the original fifth ball diamond project scope and negotiate with the lowest bidder to construct a 300 foot multi-use diamond to be constructed in Fall of 2026.
- b) That Council defer construction of the fifth ball diamond and reconsider the project during the 2027 budget deliberations.

ATTACHMENTS

- *Letter from Stantec Re: Tender Review*

APPROVALS



Kim Isaak,
Chief Administrative Officer



Department Director/Author



Stantec Consulting Ltd.
1100-4900 50 Street, Red Deer AB T4N 1X7

September 11, 2026
File: 116501060

Attention: Derek Starnes; Sports & Events Manager

Town of Blackfalds
5018 Waghorn Street
Blackfalds, AB T0M 0J0

Dear Derek,

Reference: Sterling Industries - Diamond #5 – Tender Review

Stantec has completed a financial review of the lowest submitted bid for the Sterling Industries Sports Park Baseball Diamond project. The review included verification of the submitted schedule of prices using the revised quantity of 22 lin. m for Item 3.8, Baseball Backstop, in accordance with Addendum #2.

The financial summary for the lower bidder is provided below. All amounts exclude GST.

Financial Summary	Classic Landscapes Limited
Submitted Bid Total	\$374,000.00
Arithmetic Adjustment	(\$3.62)
Reviewed Bid Total	\$373,996.38

The reviewed bid total is \$373,996.38, excluding GST. This amount reflects a net arithmetic adjustment of \$3.62 from the submitted bid total. The supply and installation of the dugouts will be coordinated separately between the Town and Eagle Builders and are not included in the pricing noted above.

Subcontractors, Suppliers and Manufacturers

Based on the bid submission from Classic Landscapes Limited, the following suppliers and manufacturers have been identified for key components of the project:

Item of Work	Supplier	Manufacturer
Mar-Co Clay	Site-One	Mar-Co Clay
Shale	Boden Sand & Gravel	Boden Sand & Gravel
Gravel	Boden Sand & Gravel	Boden Sand & Gravel
Chainlink Fencing, Gates and Backstop	Lynx Brand	Lynx Brand
Foul Poles	Conares	Conares

This letter is limited to the financial summary of the lower bidder. Detailed bid comparisons and compliance review information are not included.

Reference: Sterling Industries - Diamond #5 – Tender Review

Updated Value Engineering Summary

The following value engineering options are provided for the Town's consideration as potential cost-saving measures. They focus on deferring or adjusting select items while maintaining the diamond's core function, safety, and long-term performance, with the intent that deferred items can be added later without significant throwaway costs.

Value Engineering Option	Estimated Savings
Remove Turface MVP amendment and apply later by Town forces	\$2,000 - \$3,000
Remove Mar-Co RediKit mound and batter's box clay system	\$1,500 - \$2,000
Review backstop design with successful contractor for potential optimization	Potential savings TBD
Review fencing layout with successful contractor for potential optimization	Potential savings TBD
Total Potential Value Engineering Saving	\$3,500 - \$5,000+

Value Engineering Opportunities

- **Remove Turface MVP amendment and Mar-Co RediKit clay system** from the contract documents, resulting in estimated savings of approximately **\$3,500 to \$5,000** while maintaining a fully functional baseball diamond.
- If required, these specialty surface treatments can be applied by Town maintenance staff following the first season of operation.
- **Review backstop design following tender award** to identify potential cost optimization opportunities with the successful contractor.
 - The submitted backstop unit rate is approximately **\$2,002/m**.
 - The specified **22 m backstop** represents an estimated construction cost of approximately **\$44,000**.
 - Potential areas for refinement include:
 - Alternative backstop configurations
 - Structural detailing
 - Material selections
 - Foundation systems
- Any modifications should maintain:
 - Player and spectator safety
 - Durability and long-term performance
 - Operational functionality
 - Adequate foul-ball containment

Value-Add Enhancement Option

- Consider replacing the proposed precast concrete dugouts with:
 - Approximately **60 m of 1.8 m high chain-link fencing**
 - Associated access gates
 - Reallocate the resulting budget toward extending the backstop from **22 m to 35 m**.
 - This would be the cost for the chainlink dugout area would be \$33,258.80
- Potential benefits include:
 - Improved spectator protection
 - Enhanced foul-ball containment
 - Increased operational flexibility
 - Reduced likelihood of foul balls leaving the field of play

Reference: Sterling Industries - Diamond #5 – Tender Review

Please contact the undersigned should you have any questions regarding the financial review.

Regards,

Stantec Consulting Ltd.



Ben Tymchyshyn, BLA, AALA
Senior Landscape Architect
Phone: 403-207-7365
ben.tymchyshyn@stantec.com

Attachment: Lower Bidder Financial Summary

c. Brad Vander Heyden – Stantec Consulting Ltd.

tb \\ca0002-

ppfss02\shared_projects\116501060\500_la\540_const_admin\02_tender_docs\06_bids_received\sterling_industries_recomm
endation_ltr.docx

MEETING DATE: September 21, 2026

PREPARED BY: Rick Kreklewich, Director of Community Services

PRESENTED BY: Rick Kreklewich, Director of Community Services

SUBJECT: **Community Initiatives Grant – Blackfalds Homeschool Sports Co-op**

BACKGROUND

The Community Initiatives Grant was established to help local groups improve their programs and support their community events. This not only helps them establish themselves as a self-sufficient group and generate buy-in/memberships, but it also takes pressure off Town staff to plan programs. A total of \$8,000 is currently remaining in the 2026 budget for Community Initiatives Grant funding. The Blackfalds Homeschool Sports Co-op application was reviewed and recommended by the Recreation, Culture and Parks (RCP) Board at the September 2, 2026, Board Meeting.

DISCUSSION

Administration received a Community Initiatives Grant from the Blackfalds Homeschool Sports Co-op to offset the rental costs of the Abbey Centre Field House Gymnasium to run daytime physical activity and sports programming for approximately 30 youth twice per month. The Blackfalds Homeschool Sports Co-op is requesting \$1,040 towards offsetting those costs. The RCP Board determined that financial assistance for facility rental costs would support the delivery of community programming and provide a benefit to participating local families.

STRATEGIC PLAN ALIGNMENT / OTHER MASTER PLAN ALIGNMENT



**Economic Vitality and
Community Prosperity**



**Community Life,
Safety, and Inclusion**



**Leadership,
Engagement and
Advocacy**



**Sustainable Services
and Infrastructure**

The Community Initiatives Grant program supports the Town's Community Life, Safety, and Inclusion priority by enabling local organizations to deliver events and activities that strengthen social connections and enhance community vibrancy. These applications also align with the Economic and Community Development priority by encouraging community-led programming that attracts residents and visitors, and with Leadership, Engagement, and Advocacy through collaboration with volunteer groups that contribute to the quality of life in Blackfalds.

FINANCIAL IMPLICATIONS

The Community Initiatives Grant currently has \$8,000 remaining in the 2026 budget.

COMMUNICATION / ENGAGEMENT CONSIDERATIONS

Administration will notify the applicant of Council's decision following the meeting.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion(s):

1. That Council endorse the Recreation, Culture and Parks Board's recommendation and grant funding of \$1,040 to the Blackfalds Homeschool Sports Co-op from the Community Initiatives Grant.

ALTERNATIVES

- a) That Council refer the Community Initiatives Grant application from the Blackfalds Homeschool Sports Co-op back to Administration for more information.

ATTACHMENTS

- *Community Initiatives Grant Application – Blackfalds Homeschool Sports Co-op*

APPROVALS

Kim Isaak,
Chief Administrative Officer



Department Director/Author

COMMUNITY INITIATIVES GRANT APPLICATION

*Please refer to the Community Initiatives Grant Information Package prior to filling out this application

APPLICANT INFORMATION

Organization/
Group Name: Blackfalds Homeschool Sports Co-op

Contact Person: Breanne Vanwart

Phone
Number:

ATIA - Section 20

Mailing Address
& Postal Code: ATIA - Section 20

T0M 0J0

Email
Address: ATIA - Section 20

Website
(if applicable):

Social Media
(if applicable):

Brief Organization Description:

A collective of homeschool families hosting a twice per month school style gym class at the Abbey Centre.

INITIATIVE INFORMATION

Dates/Times: Two days per month for two hours (TBD by Abbey Centre)

Location(s): Abbey Centre in cold months, Blackfalds ball/soccer fields in warm months

Please provide a brief description of the initiative?

A daytime gym class offered to homeschool families in Blackfalds at no cost. Parents will volunteer to teach and facilitate different sports each week, giving the children an opportunity to participate in group sports with a large group.

How does the initiative fulfill a need with the community?

Homeschool families rarely have the opportunity to participate in gym classes without incurring a large cost. This would provide local homeschool families to attend school style gym classes for free and stay within the community. Both Red Deer and Lacombe have registered programs for gym that are expensive.

Personal information on this form will be used strictly for obtaining the prescribed consent. This information is collected under the authority of Section 4(c) of the Protection of Privacy Act and will be protected under Part 1 of the Act. Questions regarding the collection and use of this information may be directed to the Information Governance Coordinator at access@blackfalds.ca or by phone at 403.885.6370.

COMMUNITY IMPACT

How does the initiative encourage community participation?

Homeschool families in Blackfalds can attend free hockey in Lacombe during the winter, or paid gym classes in Red Deer and at Burman U. in Lacombe. The Blackfalds Homeschool Gym Co-op would allow Blackfalds families remain in Blackfalds and have access to a free gym class. Local parents will teach/coach and children will make friends with others who live in their community.

What is the cost to attend your program or event?

The cost to participants will be free. With grant funding, we would rent 1/3 of the Abbey Centre Fieldhouse twice per month for two hours and invite families to participate at no cost. Coaches/teachers volunteer to teach and facilitate each sport.

Is your group/organization receiving funding (donations, grants, sponsorship, other revenues) from other sources?

No, our initial pitch to the families asked which families have Abbey Centre memberships and how much the non-membership families would be comfortable spending to use the space. We have asked for no other financial assistance and would love the opportunity to host this at no cost to families.

How will the initiative provide a positive and lasting impact on the community?

We offer free homeschool hockey through a Hockey Alberta grant in Lacombe and this will be our fourth year - the friendships, teamwork, volunteer spirit and excitement are contagious. We would love the chance to bring the same impact to our own community of Blackfalds. This would give homeschool families the chance to build friendships and sportsmanship that will last a lifetime.

Nothing is better than volunteering in your community.

INITIATIVE BUDGET

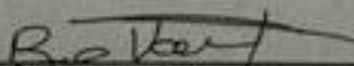
*Please fill in the anticipated budget for your program/event or provide an attached budget

Revenue:	Value \$	Details
Grants		
Donations		
Sponsorships		
Other Revenues		
Grant Amount Requested	\$ 1040.00	rental of 1/3 Abbey Fieldhouse 11 x 2 hours
Total Revenues:		
Expenditures:		
Materials		
Artist/Instructor/Performance Fees		
Promotional Expenses		
Administrative Costs		
Insurance, Licencing		
Other Costs	\$ 1040.00	rental of 1/3 Abbey Fieldhouse 11 x 2 hours
Total Expenditures:		
Deficit:		

Additional information:

Breanne Vanwart

Name of Applicant (please print)



Signature of Applicant

July 10/26

Date

FOR OFFICE USE ONLY

Date Received:

Town of Blackfalds Staff Signature:

MEETING DATE: September 21, 2026

PREPARED BY: Kim Isaak, Chief Administrative Officer

PRESENTED BY: Kim Isaak, Chief Administrative Officer

SUBJECT: **Economic Development Strategy Selection Single Purpose Task Force
– Per Diem Approvals**

BACKGROUND

At the August 25, 2026, Regular Meeting of Council, an Economic Development Strategy Task Force was established to assist the Economic Development Officer to review the shortlist of the top three to five proponents identified through the Administration-led evaluation process and provide recommendation to Council regarding the award of the Economic Development Strategy contract.

This single purpose task force consisted of Mayor Svab, Councillor Sands, and Councillor Twerdoclib. The task force met on three separate occasions with the first being on August 29, 2026 and the other two dates on. In addition to the three separate meetings that included an interview process with the potential proponent, additional time was spent reading and evaluating the proposals.

DISCUSSION

Due to the length of time that the process took the members of the task force are asking for Council's consideration in approving 3 half day per diems for August 29, 2026, September 3, 2026, and September 10, 2026.

STRATEGIC PLAN ALIGNMENT / OTHER MASTER PLAN ALIGNMENT



**Economic Vitality and
Community Prosperity**



**Community Life,
Safety, and Inclusion**



**Leadership,
Engagement and
Advocacy**



**Sustainable Services
and Infrastructure**

Per diem allotments for the members that sat on the single purpose task force support the Leadership, Engagement and Advocacy priority as it recognizes and enables the additional leadership role that the task force members are being asked to perform beyond their regular governance responsibilities.

FINANCIAL IMPLICATIONS

The half-day per diem rate is \$145 per member. Approval of three (3) half-day per diems for Mayor Svab, Councillor Sands, and Councillor Twerdoclib for participation in the evaluation, shortlisting, and recommendation process for the 2026 Economic Development Strategy will result in a total cost of \$1,305 (3 members × 3 half-day per diems × \$145). Funding is available within the approved Council budget.

COMMUNICATION / ENGAGEMENT CONSIDERATIONS

There are no communication or engagement considerations associated with this recommendation. This matter is administrative in nature and relates to Council member participation in the evaluation and selection process for the 2026 Economic Development Strategy.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion(s):

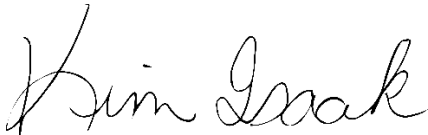
1. That Council approve three (3) half-day per diems for August 29, 2026, September 3, 2026, and September 10, 2026, for Mayor Svab, Councillor Sands, and Councillor Twerdoclib for their participation in the evaluation process, shortlisting of proponents, and recommendation of a preferred proponent for awarding the 2026 Economic Development Strategy.

ALTERNATIVES

- a) That Council refer the Economic Development Strategy Selection Single Purpose Task Force – Per Diem Approvals back to Administration for more information.

ATTACHMENTS

None

APPROVALS

Kim Isaak,
Chief Administrative Officer

Department Director/Author

MEETING DATE: September 21, 2026

PREPARED BY: Danielle Nealon, Senior Legislative Advisor

PRESENTED BY: Danielle Nealon, Senior Legislative Advisor

SUBJECT: **Organizational Meeting Time Change and Setting of a Regular Meeting Request**

BACKGROUND

At the Organizational Meeting, Council established the meeting schedule for the current and subsequent year through October, including the start time of the annual Organizational Meeting. Administration has since reviewed the Council calendar and meeting requirements and recommends modifying the Organizational Meeting start time to better accommodate Council business and enable a Regular Council Meeting to be held immediately following the Organizational Meeting.

DISCUSSION

Administration recommends moving the Organizational Meeting start time to 5:00 p.m.; Council can complete the annual organizational business and proceed directly to a Regular Council Meeting at 6:00 p.m.

Scheduling both meetings on the same evening will allow Council to address required organizational matters, such as establishing the annual meeting schedule, making Council appointments, and considering other governance-related decisions, while also conducting regular Council business without requiring an additional meeting date. This approach supports efficient use of Council and Administration time, reduces scheduling demands associated with separate meetings, and allows Council to address both organizational and regular business in a single evening.

STRATEGIC PLAN ALIGNMENT / OTHER MASTER PLAN ALIGNMENT



**Economic Vitality and
Community Prosperity**



**Community Life,
Safety, and Inclusion**



**Leadership,
Engagement and
Advocacy**



**Sustainable Services
and Infrastructure**

The proposed meeting schedule change supports effective leadership, governance, and decision-making by enabling Council to conduct organizational and regular business in a coordinated and efficient manner. Consolidating both meetings into a single evening promotes the effective use of Council and Administration resources while supporting timely consideration of municipal business.

FINANCIAL IMPLICATIONS

None

COMMUNICATION / ENGAGEMENT CONSIDERATIONS

Upon Council's approval, the revised meeting time and regular meeting date will be communicated to the public in accordance with the Council Procedural Bylaw and applicable legislative requirements. Meeting schedules, agendas, and notices will be updated on the Town's website and through established communication channels to ensure residents, stakeholders, and Administration are aware of the change.

ADMINISTRATIVE RECOMMENDATION

That Council consider the following motion:

1. That Council approve changing the start time of the 2026 Organizational Meeting to 5:00 p.m. and schedule a Regular Council Meeting for 6:00 p.m., and post notice of the change accordingly.

ALTERNATIVES

- a) That Council refer the Organizational Meeting Time Change and Setting of a Regular Meeting Request report back to Administration for further information.

ATTACHMENTS

None

APPROVALS

Kim Isaak,
Chief Administrative Officer



Department Director/Author

MEETING DATE: September 21, 2026

PRESENTED BY: Cory Twerdoclib, Councillor

SUBJECT: Request for information on Data Centers

BACKGROUND

With the recent building of an AI data center, a short distance south of Blackfalds, in the Blindman Industrial Park, as well as concerned citizens requesting information on how this could affect Blackfalds, I felt it pertinent to get ahead of this discussion as it pertains to our municipality.

As with any new industry, there has been a rapid change in the types of technology used in these data centers and it is important to have current and correct information, so we as a Council, and a community can discuss and formulate a strategy that serves the wants of the community based on the most current and **FACTUALLY ACCURATE** information available. Pertinent information such as, but not limited to, effects on freshwater supplies, the power grid, noise pollution, air quality, environmental waste and land usage would be valuable for Council's information.

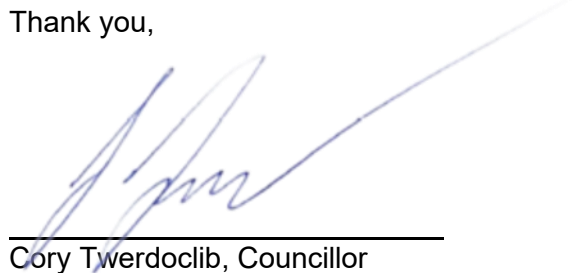
Notice for the following motion was given at the September 8, 2026, Regular Council Meeting to be brought forward to September 21, 2026, Regular Meeting of Council for discussion, debate, and Council's consideration.

MOTION

That Council consider the following motion:

That Council direct Administration to conduct research on AI Data Centers, their effects on the municipality and environment, potential changes required to the Land Use Bylaw, the MDP and any other master plans of the Town, in order to protect the interests of Blackfalds and its residents and That the information be brought back to a future Standing Committee of Council Meeting for discussion.

Thank you,



Cory Twerdoclib, Councillor