

**Town of High River - Foothills County
Intermunicipal Committee Meeting
Hosted by: Town of High River**

March 31, 2026

1:00 pm

JOINT COUNCIL CHAMBERS

309 Macleod Trail S.W., High River



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- 1. CALL TO ORDER**
 - 1.1 Acknowledgement of Co-Chairs**
 - 2. ADDITIONS/CHANGES TO AGENDA**
 - 3. REVIEW/CONFIRMATION OF PREVIOUS MEETING NOTES**
 - 3.1 Intermunicipal Committee – September 23, 2025**
 - 4. GENERAL MUNICIPAL UPDATES**
 - 4.1 Flood Recovery Agreement and Funds**
Requested by Reeve Rob Siewert
 - 5. NEXT MEETING DATE**

Proposed date: TBD
 - 6. ADJOURN**

**Town of High River - Foothills County
Intermunicipal Committee Meeting
Hosted by: Foothills County**

September 23, 2025

1:00 pm

JOINT COUNCIL CHAMBERS



Present: **Foothills County**

Reeve Delilah Miller
Deputy Reeve Don Waldorf (alternate)
Councillor Rob Siewert
Councillor RD McHugh

Town of High River

Councillor Michael Nychyk (Chair)
Councillor Jamie Kinghorn

Staff Ryan Payne, CAO

Chris Prosser, CAO

Present: Drew Granson, Deputy Director of Planning
Harry Riva Cambrin, Municipal Advisor
Aamani Sidhu, Planner
Felicia Fairweather, Legislative Services

Sheron Ward, Legislative Services
Jody Hipkin, Legislative Services

Regrets:

Mayor Craig Snodgrass

1. CALL TO ORDER

Councillor Nychyk called the meeting to order at 1:01 p.m.

2. ADDITIONS/CHANGES TO AGENDA

Moved By: Councillor Siewert

That the agenda of the September 23, 2025 Town of High River / Foothills County Intermunicipal Committee be adopted as presented.

Carried

3. REVIEW/CONFIRMATION OF PREVIOUS MEETING NOTES

3.1 Intermunicipal Committee - May 1, 2025

Moved By: Councillor Kinghorn

That the minutes of the May 1, 2025 Town of High River / Foothills County Intermunicipal Committee be adopted as presented.

Carried

4. BUSINESS ITEMS

4.1 Water and Wastewater Agreement

Ryan Payne, Foothills County CAO and Chris Prosser, Town of High River CAO shared that the current wastewater agreement is concluding on December 31, 2025 and a new agreement with minor revisions is provided to the committee for review and consideration.

Councillor McHugh attended the committee meeting at 1:03 p.m.

Moved By: Councillor Kinghorn

That the Intermunicipal Water and Sewer Agreement be presented to the respective Councils at their next available Council meetings for review and approval.

Carried

4.2 Joint Administration Building Agreement

Ryan Payne, Foothills County CAO and Chris Prosser, Town of High River CAO provided information on a Joint Administration Building Agreement regarding space allocation within the administration building.

Moved By: Councillor Siewert

That the Joint Operating, Management, Maintenance and Use Agreement be presented to the respective Councils at their next available Council meetings for review and approval.

Carried

4.3 Council Chambers A/V Upgrades

Ryan Payne, Foothills County CAO shared that due to issues and complaints regarding the current Council Chamber A/V system the Information Technology Departments of the Town of High River and Foothills County are jointly working on an RFP for Council Chamber A/V upgrades and are hoping to have it completed quickly.

Moved By: Reeve Miller

That the Council Chambers A/V Upgrades report be accepted for information, and that once available, the RFP be brought forward to the respective Councils for expedited review and consideration.

Carried

5. FLOOD MITIGATION UPDATE

Councillor Nychyk shared that currently there is bank armoring being completed in areas of concern.

Chris Prosser, Town of High River CAO confirmed that bank armoring is underway and additionally, there is clean up work being completed in the former Rio Vista lands.

6. GENERAL MUNICIPAL UPDATES

6.1 Councillor Nychyk noted there is a municipal election coming up on October 20, 2025.

6.2 Councillor Nychyk shared that there are new qualifications required for the project at the Foothills Regional Landfill & Resource Recovery Centre which will need to be navigated through jointly.

7. NEXT MEETING DATE

The next meeting of the Town of High River / Foothills County Intermunicipal Committee is to be determined after the election.

8. ADJOURNMENT

Moved by: Reeve Miller

That the September 23, 2025, Intermunicipal Committee Meeting be adjourned at 1:32 p.m.

Carried

DEPARTMENT: Legislative Services, Foothills County	
	TOPIC: Flood Recovery Agreement and Funds
REPORT PRESENTED BY: Reeve Rob Siewert	

PURPOSE OF REQUEST

Foothills County is requesting an update from the Town of High River regarding when committed funds from the Flood Recovery Agreement will be transferred.

BACKGROUND

At the December 5, 2024 meeting of the High River/ Foothills County Intermunicipal Committee, a \$4.5 million transfer of funds was stated to be available to Foothills County, pending a Memorandum of Understanding being created and undertaken between the Town of High River, Foothills County and the Province of Alberta.

REQUEST OF BOARD

That the Town of High River update the committee on the timeline for which funds would be transferred.

APPENDICES

Appendix A: Excerpt from High River/ Foothills County Intermunicipal Committee meeting minutes of December 5, 2024.

Appendix B: Draft 3 of the Memorandum of Understanding between the Town of High River and Foothills County.

Appendix A:

Town of High River - Foothills County Intermunicipal Committee Meeting

December 5, 2024

1:00 pm

JOINT COUNCIL CHAMBERS



Present:

Foothills County

Reeve Delilah Miller
Deputy Reeve Don Waldorf
Councillor Rob Siewert

Town of High River

Mayor Craig Snodgrass
Councillor Jamie Kinghorn
Councillor Michael Nychyk

Staff Present:

Ryan Payne, CAO
Heather Hemingway, Director of Planning
Julie McLean, Deputy Director of
Planning
Drew Granson, Planner
Krista Conrad, Legislative Services

Chris Prosser, CAO
Sarah Peck, Planner II
Jody Hipkin, Legislative Services
Sheron Ward, Legislative Services

1. CALL TO ORDER

Called to order at 1:00 p.m.

1.1 Acknowledgement of Co-Chairs

Moved By: Mayor Snodgrass

That it be acknowledged the co-chairs for 2025 are Reeve Miller with Councillor Siewert as alternate for Foothills County, and Mayor Snodgrass with Councillor Nychyk as alternate for the Town of High River.

Carried

2. ADDITIONS/CHANGES TO AGENDA

Moved By: Councillor Siewert

That the agenda for the Intermunicipal Committee be adopted as presented.

Carried

3. REVIEW/CONFIRMATION OF PREVIOUS MEETING NOTES

3.1 Intermunicipal Committee - July 2, 2024

Moved By: Councillor Nychyk

That the minutes of the July 2, 2024 Intermunicipal Committee meeting be adopted as presented.

Carried

4. BUSINESS ITEMS

4.1 Joint Planning Area 4 - Context Study

Sarah Peck, Town of High River Planner II, and Julie McLean, Foothills County Deputy Director of Planning, presented a preliminary draft of the Joint Planning Area 4 Context Study.

Moved By: Mayor Snodgrass

That the draft Joint Planning Area 4 Context Study be accepted as information.

Carried

Moved By: Deputy Reeve Waldorf

That work on the Joint Planning Area 4 Context Study project be temporarily suspended.

Carried

4.2 Data Centre Engagement

Julie McLean, Foothills County Deputy Director of Planning, provided information regarding a proposed data centre within the Foothills Crossing Area Structure Plan area and an upcoming open house being hosted by the developer on December 11, 2024.

4.3 Office Space Near Council Chambers

Delilah Miller shared concerns with privacy and security of storing Town of High River files within a meeting room that requires Town staff to pass through the office space of Foothills County, and inquired as to the viability of moving the file storage elsewhere within the joint administration building.

Chris Prosser, Town of High River CAO, stated the Town is currently engaged in an active project to dispose of documents that were previously stored off-site in a depository in Calgary and brought to the administration building to save storage expenses.

Moved By: Councillor Kinghorn

That the Town of High River / Foothills County Intermunicipal Committee direct CAOs of the Town and the County to investigate alternate storage solutions for the Town of High River files within the joint administration building.

Carried

5. FLOOD MITIGATION UPDATE

Craig Snodgrass shared that as of December 5, 2024 there is \$4.5 million available for transfer to Foothills County. Prior to the transfer of funds occurring, a memorandum of understanding must be created between the Town of High River, Foothills County, and the Province.

Work on the Memorandum of Understanding will commence in January 2025.

7. NEXT MEETING DATE

The next meeting of the Town of High River / Foothills County Intermunicipal Committee is scheduled for March 6, 2025.

8. ADJOURNMENT

Moved By: Councillor Siewert

That the December 5, 2024 Intermunicipal Committee Meeting be adjourned at 1:24 p.m.

Carried

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “**Agreement**”) is dated effective the ____ day of _____, 2023 (the “**Effective Date**”).

BETWEEN:

TOWN OF HIGH RIVER, a municipal corporation existing under the *Municipal Government Act* (Alberta) (the “**Grantor**”)

OF THE FIRST PART

- and -

FOOTHILLS COUNTY, a municipal corporation existing under the *Municipal Government Act* (Alberta) (the “**Grantee**”)

OF THE SECOND PART

(the Grantor and Grantee are each referred to herein as a “**Party**”, and together referred to herein as the “**Parties**”)

WHEREAS the Grantor entered into various Flood Mitigation Grants with Alberta Environment and Protected Areas (“EPA”), a list of which is attached hereto as Schedule “A” and includes copies of all grant agreements listed, including any amendments thereto (the “**Flood Mitigation Grants**”);

AND WHEREAS the Grantor amended the Flood Mitigation Grants to include the Lower Highwood Flood Risk Mitigation project within the project description of the grants;

AND WHEREAS the Grantee entered into a Grant Agreement dated March 18, 2019 with Alberta Environment and Protected Areas (“EPA”) for Lower Highwood Flood Risk Mitigation, attached hereto as Schedule “B” (the “**Lower Highwood Agreement**”);

AND WHEREAS the Grantor wishes to transfer to the Grantee, and the Grantee wishes to accept from the Grantor, via intermunicipal transfer, the Funds remaining within the Flood Mitigation Grants to be used towards the exclusive purpose of continuing the Lower Highwood Program as provided for in the Lower Highwood Agreement;

AND WHEREAS the Parties wish to enter into this Agreement in order to set forth the basic terms of the transfer of Funds and reporting expectations, from the Grantor to the Grantee (the “**Transaction**”);

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

1. **Binding Agreement.** This Agreement, and completion of the Transaction contemplated herein, constitutes a legally binding obligation of the Parties, enforceable against each Party in accordance with the terms hereof.

2. **Material Terms.** The Grantee shall accept and the Grantor shall transfer the Funds in accordance with the following terms and conditions:
 - (a) **Funds.** The amount available within the Flood Mitigation Grants as of the Effective Date are [●] (the “Funds”).
 - (b) **Transfer of Funds.** The Funds shall be transferred by the Grantor to the Grantee by way of intermunicipal transfer made to the Grantee’s account, on or before [DATE] (the “Effective Date”).
3. **Representations and Warranties of the Grantor.**
 - (a) As of the Effective Date, the Grantor shall represent and warrant that the Flood Mitigation Grants are in good standing and all required reporting requirements have been met.
4. **Covenants of the Grantee.** Upon the Effective Date, the Grantee shall:
 - (a) Ensure that the Funds will be utilized prior to any other available funds within the Lower Highwood Flood Mitigation program.
 - (b) Ensure that all reporting requirements, as outlined within the Flood Mitigation Grants, are adhered to in a timely manner and work directly with EPA to coordinate any amendments to the eligible scope of work under the Lower Highwood Program.
5. **Covenants of the Grantor.** From and after the Effective Date, the Grantor acknowledges and agrees as follows:
 - (a) The Grantor will work with EPA to ensure that any incurred cost sharing obligations provided for within the Flood Mitigation Grants have been met or removed prior to the Effective Date. Should any cost sharing obligations remain they shall be borne solely by the party incurring same;
 - (b) to The Grantor shall ensure that the Flood Mitigation Grants will remain active and in good standing until the Funds have been exhausted; and
 - (c) Upon exhaustion of the Funds the Grantor will work with the Grantee to facilitate grant reporting and closure of the Flood Mitigation Grants.
6. **Confidentiality.**
 - (a) During the course of the Transaction, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”) information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”).

- (b) Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 6 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by, or in the possession of, the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, provincial or territorial law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.
- (c) The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section 6 caused by any of its representatives.
7. **Indemnification.** The Grantee shall defend, indemnify and hold harmless the Grantor, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including legal fees, disbursements and charges, arising from or relating to the Transaction and the adherence of the Flood Mitigation Grants by the Grantee, from and after the Effective Date.
8. **Entire Agreement.** This Agreement and the Management Agreement constitute the entire agreement between the Parties with respect to the subject matter herein and there are no other written or verbal agreements or representations, warranties or covenants.
9. **Costs and Expenses.** Each party shall be responsible for their own costs and expenses associated with the Transaction, including without limitation the legal and administrative costs of completing the Transaction and negotiating this Agreement.
10. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized courier (receipt requested); (iii) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13):

If to the Grantee:

Foothills County
P.O. Box 5605
309 MacLeod Trail
High River, Alberta T1V 1M7
Telephone: (403) 552-2341
Email: Ryan.Payne@FoothillsCountyAB.ca
Attention: Chief Administrative Officer

If to the Grantor:

Town of High River
309B MacLeod Trail
High River, Alberta T1V 1M7
Telephone: (403) 652-2110
Email: crosser@highriver.ca
Attention: Chief Administrative Officer

11. **Further Assurances.** Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.
12. **Document Requests.** The Grantor agrees to co-operate with the Grantee with respect to any future request by the Grantee to gain access to any relevant records relating to the Flood Mitigation Grants that may be in the Grantor's possession or control and to provide copies of such records to the Grantee upon request.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
14. **Time of the Essence.** Time shall be of the essence in this Agreement.
15. **No Third-Party Beneficiaries.** Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.
16. **Successors and Assigns.** This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective trustees, legal representatives and successors, as applicable. Neither this Agreement, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party for any reason whatsoever.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile and e-mail transmission thereof, each of which shall be deemed an original and when so executed all such counterparts taken together shall form one agreement and shall be valid and binding on all Parties to this Agreement.

[Remainder of this page left intentionally blank. Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

FOOTHILLS COUNTY

TOWN OF HIGH RIVER

Per: _____
Name:
Title:

Per: _____
Name:
Title:

DRAFT

SCHEDULE "A"

DRAFT

SCHEDULE "B"

DRAFT