

**FOOTHILLS COUNTY
COUNCIL AGENDA**



Wednesday, September 17, 2025, 9:30 a.m.
Foothills County Administration Office
309 Macleod Trail South – High River

	Pages
A. GENERAL MATTERS	
A.1 Call Meeting to Order	
A.2 Approval of the Agenda	
B. PUBLIC WORKS / ENGINEERING / PARKS & RECREATION	
B.1 Disposal of Equipment 2025	3
Presented by: Manager of Operations Bruce Weberg	
B.2 Cayley Subdivision Phase 3 - Tender Summary and Recommendation	5
Presented by: Director of Public Works Wiaan Kruger	
C. SCHEDULED MEETINGS & PUBLIC HEARINGS	
C.1 10:00 a.m. - Harris - NW 31-22-02 W5M - Redesignation (A to CR)	9
Presented by: Planning Officer Kari Furnell	
C.2 1:30 p.m. - Chinook Feeders 2024 Ltd. - NW 31-22-02 W5M - Site Specific Amendment	19
Presented by: Director of Planning Heather Hemingway	
D. MISCELLANEOUS PLANNING ITEMS	
D.1 Anderson - NW/NE 13-21-04 W5M - Bylaw 33/2025 (2nd & 3rd Reading)	83
D.2 Killam/Callister - SW 07-22-28 W4M - Bylaw 55/2023 (2nd & 3rd Reading)	90
E. SUBDIVISION APPROVING AUTHORITY ITEMS	
E.1 Anderson - NW/NE 13-21-04 W5M - Request for Subdivision	114
E.2 Murray - SE 34-20-01 W5M - Request to Name Subdivision and Road	121
F. MISCELLANEOUS MUNICIPAL ITEMS	
F.1 Foothills Country Hospice - Under the Big Top - Request for Sponsorship	129
Presented by: Manager of Legislative Services Sherri Barrett	
F.2 Speed Reduction - Letter to Minister Sigurdson	141
Presented by: CAO Ryan Payne	
F.3 Diamond Valley/Foothills County - Shared Services Agreement	142
Presented by: CAO Ryan Payne	

F.4	December 20, 2023 Meeting of Council - Request to Release Archived Video	194
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Presented by: Reeve Delilah Miller

F.5	32 Street East - Letter of Request to Develop Between 402 Avenue East and Highway 7	195
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Presented by: Reeve Delilah Miller

G. CONFIDENTIAL CLOSED SESSION

G.1 Advice from Officials - ATIA s. 29

H. MOTIONS ARISING FROM CONFIDENTIAL CLOSED SESSION

I. OTHER MATTERS

I.1 Lunch

I.2 Accounts – September 17, 2025
Councillors Oel, Siewert and McHugh

I.3 Minutes – September 10, 2025

I.4 Committee Reports

I.5 Next Meeting – September 24, 2025

I.6 Adjourn

COUNCIL ADMINISTRATIVE REPORT

Department: Public Works



TITLE: Disposal of Equipment 2025

Author: Brad Lewis Shop Supervisor

Presenter: Bruce Weberg
Manager of Operations

DATE: September 17, 2025

ATTACHMENTS:

1. Equipment List

PURPOSE:

For Council to authorize Administration to proceed with the disposal of the listed equipment utilizing Michener Allen Auction Calgary.

BACKGROUND:

Following the approval of Capital Budgets, replacement equipment has been procured by several departments generating several pieces for disposal.

DISCUSSION:

Historically Spring/Summer auctions have received the highest sale prices; however, interest has been expressed by Auctions representatives regarding upcoming sales of equipment.

FINANCIAL IMPLICATION:

There is no guaranteed sale prices.

RECOMMENDATION:


For Council to approve Administration to proceed with disposal of listed equipment utilizing Michener Allen Auction Calgary.



FOOTHILLS COUNTY

309 Macleod Trail, Box 5605
 High River, Alberta T1V 1M7
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Equipment	Year	Serial No.	Hours/Mileage
E32-645 – Ford F750 (Public Works)	2017	1FDYF7DE4HDB03342	4901hrs/132424km
E32-731 – GMC 3500 (Public Works)	2013	1GD422CG5DF106796	10352hrs/190823km
E32-763 – GMC Canyon (Fire Dept)	2006	1GCDT136368167218	261184km
E32-775 – Ford F150 (Public Works)	2013	1FTFW1EF3DFC98624	307896km
E32-783 – GMC 2500 (Public Works)	2015	1GT12XEG9FF534617	6711hrs/316518km
E32-796 – GMC 1500 (Public Works)	2017	3GTU2LEC9HG141480	7064hrs/317058km
E32-825 – Case Puma 210 (Public Works)	2008	Z8BH10349	5875hrs
E23-759 – Ford Excursion (Emerg Stock Pile)	2004	1FMNU41S74ED33575	309766km
E23-655 – Freightliner FL80 (Fire Dept)	1996	1FV6JLCB3TH782388	1655hrs/30923km
624 – Frord F550 (Airport plow truck)	2008	1FDAF57T88EC74214	10486hrs/289266km
E32-773 – GMC 1500 (Fire Dept)	2013	3GCPKSE71DG270477	6748hrs/336000km

<div>COUNCIL ADMINISTRATIVE REPORT</div> <div>Department: Public Works</div> <div>TITLE: Cayley Subdivision Phase 3 - Tender Summary and Recommendation</div>		<div></div>
<div>Author: Lisa Nishikawa – Assistant to Director of Public Works</div> <div>Presented by: Wiaan Kruger - Director of Public Works</div>		<div>Date: Sept 9, 2025</div>
<div>Attachments:</div>	<div>McElhanney – Tender Evaluation and Recommendation of Award</div>	

PURPOSE:

That Council authorize Administration award work for the Cayley Subdivision Phase 3 to general contractor for Earthworks, Utilities, Paving, and Concrete Construction

RESULTS OF TENDER:

Contractor	Bid Price
East Butte Contracting	\$1,379,049.00
UG Excavating	\$1,733,001.89
Aecon	\$1,745,090.81
Dunwald & Fleming Enterprises Ltd.	\$1,853,413.25
Shawne Excavating & Trucking Ltd.	\$1,982,316.00
Volker Stevin Contracting	\$2,055,362.14
PME Ltd.	\$2,084,184.53
O’Leary Excavating	\$2,096,192.96
Nu-Edge Construction	\$2,376,232.95
BAAC Construction	\$2,706,716.74

DISCUSSION & FINANCIAL:

A total of 11 bids were received. Of these, 10 bids were deemed compliant following review for completeness, accuracy, and adherence to the tender requirements. 1 bid was considered non-compliant, due to omissions or deviations from the specified submission criteria, and were not included in the pricing evaluation.

The lowest compliant bidder came in from East Butte Contracting. McElhanney recommends awarding the tender to East Butte Contracting, who has met the requirements for Bid Bond, Insurance and Safety Qualifications.

RECOMMENDATION:

That Council approves and awards the work for the Cayley Subdivision Phase 3 Project to East Butte Contracting.

Our File: 2511-01988-00

September 8, 2025

Wiaan Kruger, CET
 Director of Public Works
 Foothills County
 309 MacLeod Trail SW
 High River, AB, T1V 1M7

Cayley Subdivision Phase 3

Tender Evaluation Summary and Recommendation Award

McElhanney Ltd. Has completed a full evaluation of the tender submissions received for the Cayley Subdivision Phase 3 Project. The tender closed on Thursday, September 4, 2025, at 2:00pm.

A total of 11 bids were received. Of these, 10 bids were deemed compliant following review for completeness, accuracy, and adherence to the tender requirements. 1 bid was considered non-compliant due to omissions or deviations from the specified submission criteria and were not included in the pricing evaluation.

Following this review, East Butte Contracting was identified as the lowest compliant bidder.

The submitted tender amounts are listed below:

Tenderer	Tender Price (incl. GST)	Tender Price (w/o GST)	General Compliance (Y/N)
East Butte Contracting	\$1,379,049.00	\$1,313,380.00	Y
UG Excavating	\$1,733,001.89	\$1,650,477.99	Y
Aecon	\$1,745,090.81	\$1,661,991.25	Y
Dunwald & Fleming Enterprises Ltd.	\$1,853,413.25	\$1,765,155.48	Y
Shawne Excavating & Trucking Ltd.	\$1,982,316.00	\$1,887,920.00	Y
Volker Stevin Contracting	\$2,055,362.14	\$1,957,487.75	Y
PME Ltd.	\$2,084,184.53	\$1,984,937.65	Y
O'Leary Excavating	\$2,096,192.96	\$1,996,374.25	Y
Nu-Edge Construction	\$2,376,232.95	\$2,263,079.00	Y
BAAC Construction	\$2,706,716.74	\$2,577,825.47	Y

McElhanney has reviewed the tender submissions based upon the tender requirements as defined in the tender package issued August 2025, which consisted of the following:

- Tender received on time;
- Tender revisions provided in accordance with the requirements;
- Addendums received and acknowledged;
- Bid Bond provided in accordance with the requirements (10% of Tender Price);
- Certificate of Recognition Safety Program
- Consent of Surety's provided confirming that bonding will be provided upon award of tender in the amounts of:
 - 50% of total tender price for Labour and Materials
 - 50% of total tender price for Performance
- Pricing and tender form completed in accordance with the requirements;
- No major mathematical errors were noted.

The Contractor has demonstrated the ability to successfully deliver projects of similar scope, including earthworks, utilities, paving, and concrete construction. Their experience shows they are capable of managing complex, multidisciplinary work and completing it to an acceptable standard. Overall, they are considered qualified to undertake projects of this nature.

Bids came within the estimated range. It should be noted all bidders were rated a 10 on the schedule category as long as they were within the final completion milestone.

A full summary of bids received compared to the cost estimate is attached to this letter and a comparison of estimated vs low bid with 15% contingency for this project are shown in the table below:

	McElhanney Estimate	East Butte Contracting
Submitted Amount (incl. GST)	\$1,665,772.50	\$1,379,049.00
Construction Value (excl. GST)	\$1,586,450.00	\$1,313,380.00
15% Contingency	\$237,967.50	\$197,007.00
5% GST	\$91,220.88	\$75,519.35
Total with Continency (incl. GST)	\$1,915,638.38	\$1,585,906.35

McElhanney recommends awarding the contract to the lowest compliant bidder, **East Butte Contracting**, for the tendered amount of **\$1,379,049.00**. The Contractor's schedule indicates they are able to meet the required project timelines. In addition, a 15% contingency is recommended to address potential changes in scope and unforeseen conditions.

Please contact me at your earliest convenience for any questions or require clarification regarding any of the information contained herein. McElhanney looks forward to Foothills County's direction relative to awarding of the contract.



Sincerely,
McElhanney Ltd.




Steve Anderson, P.Tech (Eng)
Project Manager, Mobility
scanderson@mcelhanney.com | 587-580-7063

List of attachments:

- Bid Evaluation
- East Butte Contracting Documents

PUBLIC HEARINGS AND MEETINGS
PLANNING AND DEVELOPMENT REPORT TO COUNCIL
REDESIGNATION
September 17, 2025
To be heard at: 10:00 am

APPLICATION INFORMATION		File No. 25R 040
	LEGAL DESCRIPTION: Ptn. NW 31-22-2 W5M; 9212638; Blk 1	
	LANDOWNER(S): Stephen and Patti Harris	
	AREA OF SUBJECT LANDS: 25.06 ACRES	
	CURRENT LAND USE: AGRICULTURAL DISTRICT	
	PROPOSED LAND USE: COUNTRY RESIDENTIAL DISTRICT	
NUMBER & SIZE OF PROPOSED NEW PARCELS: 1 x 10 +/- acre Country Residential Lot		
PROPOSAL: Application for the redesignation of the subject 25.06 acre parcel Agricultural District to Country Residential District in order to allow the future subdivision of one +/-10 acre Country Residential District parcel, leaving a +/-15 acre Country Residential District balance.		
DIVISION NO: 4	COUNCILLOR: Suzanne Oel	FILE MANAGER: Kari Furnell

EXECUTIVE SUMMARY:

Location:

The subject parcel is located:

- East of and adjacent to 192 St W
- 330 m south of the Municipal Boundary with the Tsuu T'ina Nation
- 2.3 km north of Highway 22X

Policy Evaluation:

Reviewed within the terms of the:

- Municipal Development Plan 2010 (MDP2010);
- Growth Management Strategy; and
- Land Use Bylaw 60/2014.

Referral Considerations:

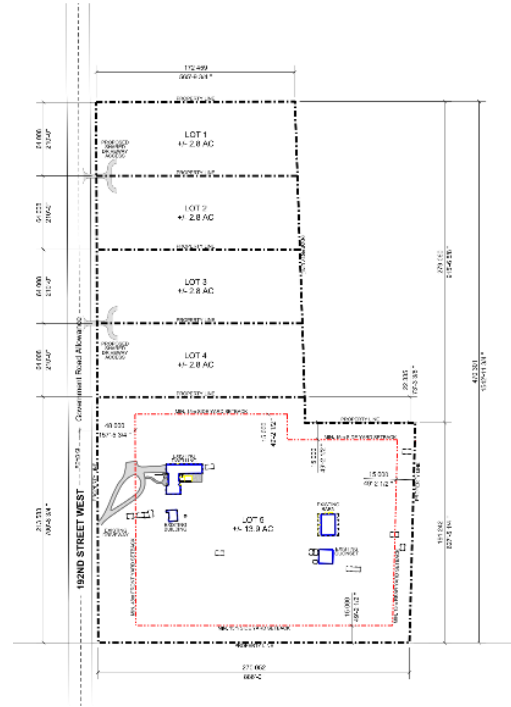
The application submission was referred to required internal departments and external agencies.

PURPOSE OF APPLICATION:

Bylaw XX/2025 – Application to further amend the Land Use Bylaw by authorizing the redesignation of NW 31-22-2 W5M; Plan 9212638, Blk 1 from Agricultural District to Country Residential District in order to allow the future subdivision of one 10 +/- acre Country Residential District parcels, leaving a 15 +/- acre Country Residential District balance.

HISTORY:

1. In 1992 a subdivision application was approved allowing the subdivision of one 25.06 acre parcel, being the subject parcel, as the first parcel out, leaving a 133.01 acre balance.
2. On November 20, 2024, Council refused an application proposing the redesignation of the subject parcel from Agricultural District to Country Residential District in order to allow the future subdivision of four 2.8 +/- acre Country Residential District parcels, leaving a 13.9 +/- acre Country Residential District balance.



SITE CONSIDERATIONS:

Access:

One existing approach, shown with a green arrow, currently provides access to the subject property 192nd Street W. This approach would provide access to the proposed +/- 15 acre balance parcel.

A new approach to be located north of the existing approach, as; shown with the red arrow is proposed to provide access to the +/- 10 acre parcels.

Water: The existing water well is located on the proposed parcel and will service the new parcel, while the landowners are proposing to drill a new well for the balance parcel, connect to this new well and disconnect from the current well.

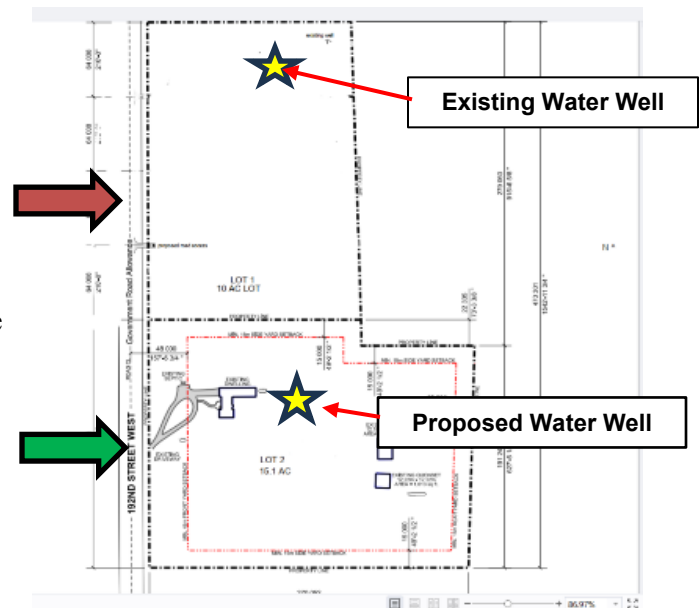
Physiography:

The subject property is generally flat with a gentle slope from the southeast to the north. The area of the proposed parcel is currently being used as pasture

Existing Development:

All existing development currently on the subject parcel would be located within the proposed balance parcel and includes;

- Dwelling and Attached Garage- (shown below in purple)
- Barn (2402 sq ft) (shown below in blue)



does not meet the intent of Policy 2 of the Agriculture section of the MDP2010, which supports maintaining the integrity of the agricultural land base and discourages the fragmentation of agricultural lands.

Land Use Bylaw 60/2014:

The application meets the density requirements and lot size restrictions as set out in Section 13.1.6.2 of the Country Residential District within the County's Land Use Bylaw.

Growth Management Strategy:

The subject parcel is located within the North West District. The vision for the North West District is supportive of minimal to moderate growth with careful consideration of the potential impacts on wildlife habitat and water shed areas.

SUMMARY

Bylaw XX/2025 – Application to further amend the Land Use Bylaw by authorizing the redesignation of NW 31-22-2 W5M; Plan 9212638, Blk 1 from Agricultural District to Country Residential District in order to allow the future subdivision of one 10 +/- acre Country Residential District parcels, leaving a 15 +/- acre Country Residential District balance.

OPTIONS FOR COUNCIL CONSIDERATION:

OPTION #1 – FIRST READING APPROVAL

Recommended Conditions for Option #1:

Council may choose to grant 1st reading to the application for the redesignation of a portion of NW 31-22-02 W5M; Plan 9212638, Block 1 to allow for the future subdivision of one 10+/- acre Country Residential District parcels, leaving a 15+/- acre Country Residential District balance for the following reasons:

In their consideration of the criteria noted in Residential Policy 3 of the MDP2010, Council is of the opinion that additional densification of the subject lands would be compatible with the surrounding area and existing uses and that the lands are suitable for the intended use. Further, the application falls within the density provisions and lot size restrictions of the County's Land Use Bylaw with respect to Country Residential development

Recommended Conditions for Option #1:

1. Landowners are to fully execute and comply with all requirements as outlined within the Municipal Development Agreement for the purposes of payment of the community sustainability fee and any other necessary municipal and on-site improvements as required by Council and the Public Works department.
2. Septic Disposal Evaluation (PSTS) to be provided for the 10+/- acre parcel, to the satisfaction of the Public Works department;
3. Proof of adequate water supply to be provided for both the proposed 10+/- acre parcel and +/- 15 acre balance parcel, in accordance with the Municipal Water Policy to the satisfaction of the County.
4. The existing dwelling is to be disconnected from the existing water well that would be located within the proposed lot and connected to the new water well drilled within the proposed balance parcel, to the satisfaction of the Public Works Department, as a condition of subdivision;

5. 11 of the existing accessory buildings to be removed from the subject property to bring the balance parcel into compliance with the Land Use Bylaw, as a condition of subdivision.
6. Final redesignation application fees to be submitted;
7. Submission of an executed subdivision application and the necessary fees.

OPTION #2 REFUSAL

Council may choose to refuse the application for the redesignation of NW 31-22-02 W5M; Plan 9212638, Block 1 from Agricultural District to Country Residential District in order to allow the future subdivision of one 10+/- acre Country Residential District parcel, leaving a 15+/- acre Country Residential District balance from the following reasons:

In consideration of the criteria noted within the Agricultural section of the MDP2010, Council did not find sufficient merit in the proposal to consider removing the subject lands from the Agricultural District.

APPENDICES

APPENDIX A: MAP SET:

LOCATION MAP

LAND USE MAP - HALF MILE MAP

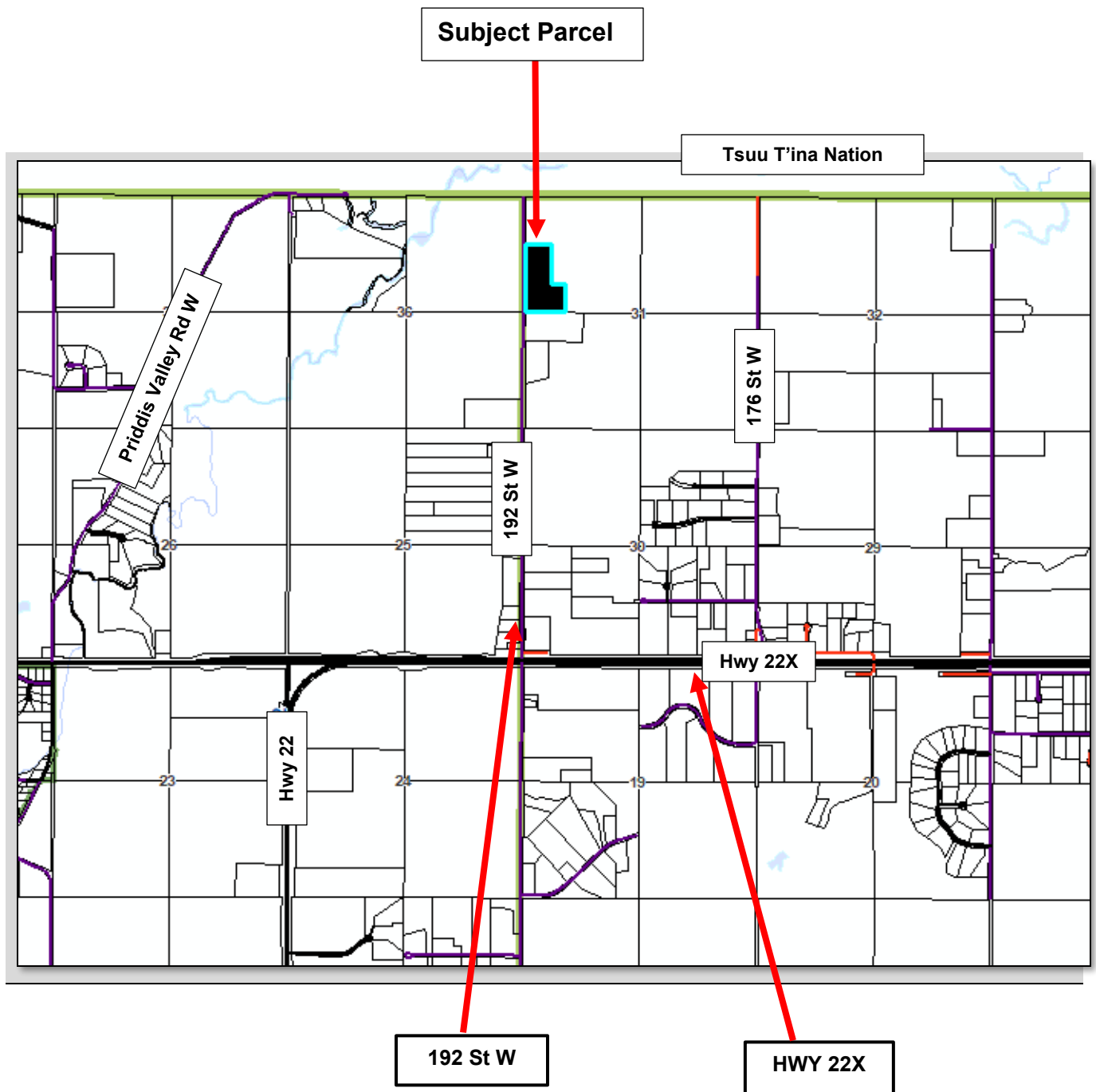
PARCEL SIZES - HALF MILE MAP

SITE PLAN

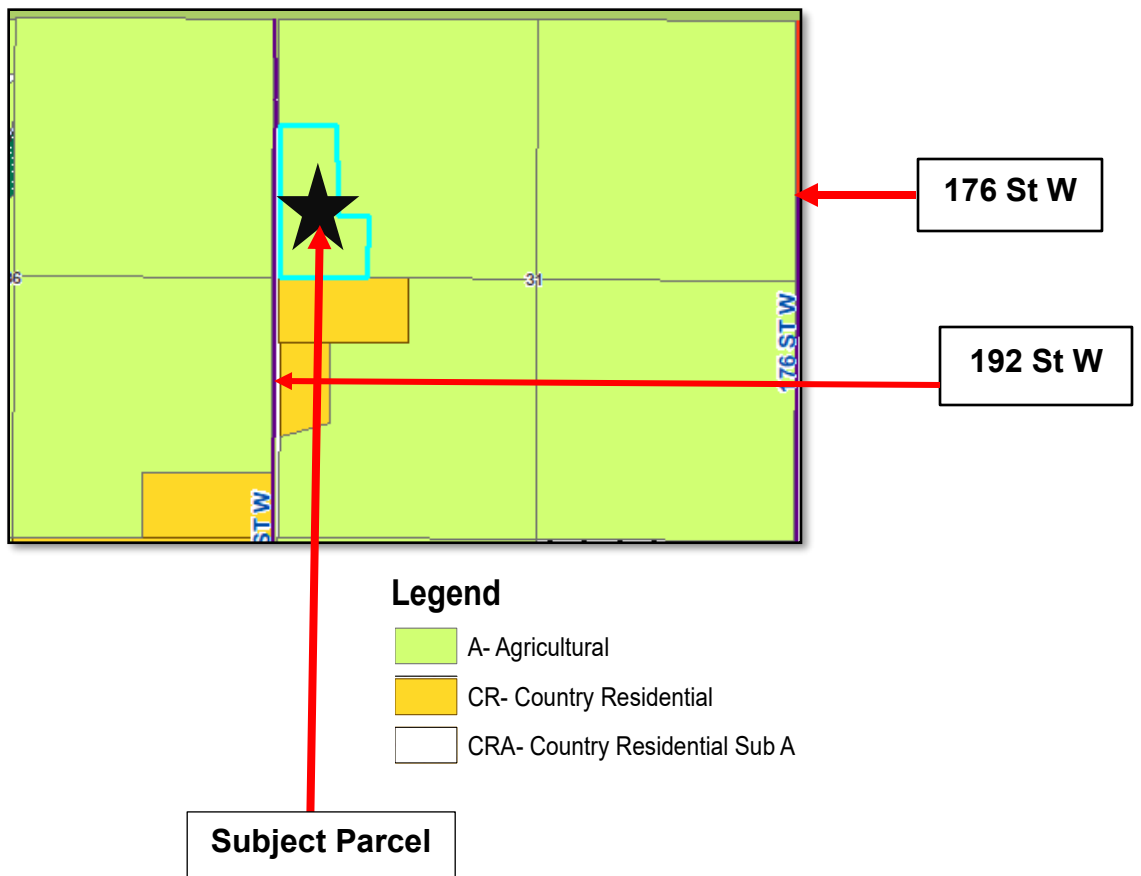
SITE PLAN WITH ORTHO PHOTO

APPENDIX B: PROPOSED BYLAW

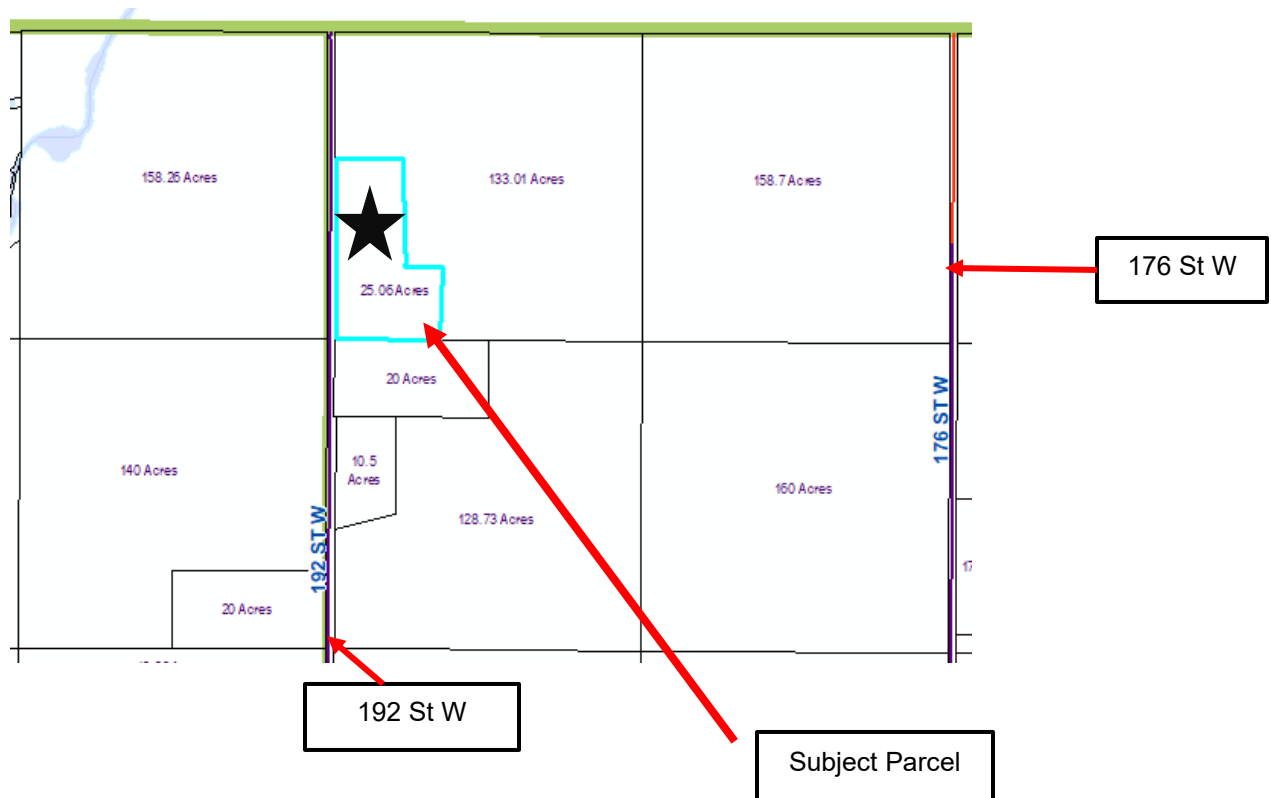
APPENDIX A: LOCATION MAP



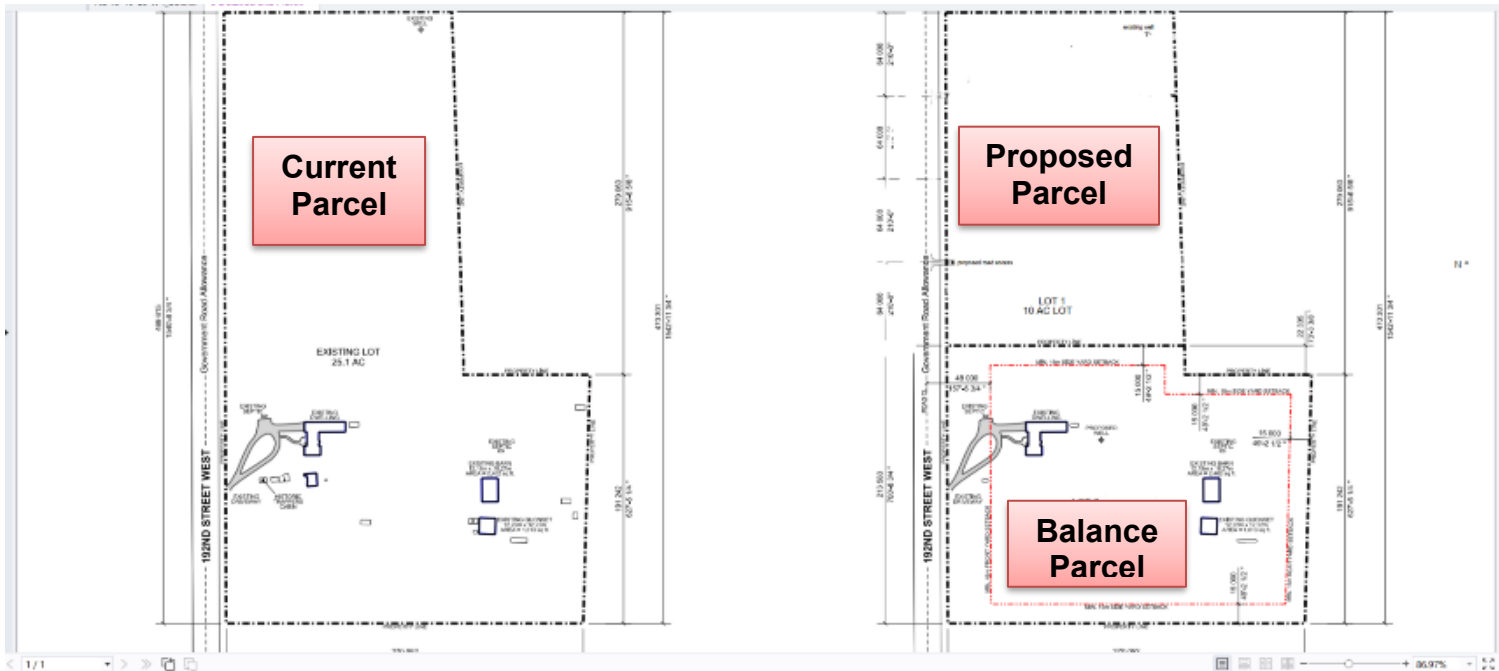
APPENDIX A: LAND USE MAP (half mile)



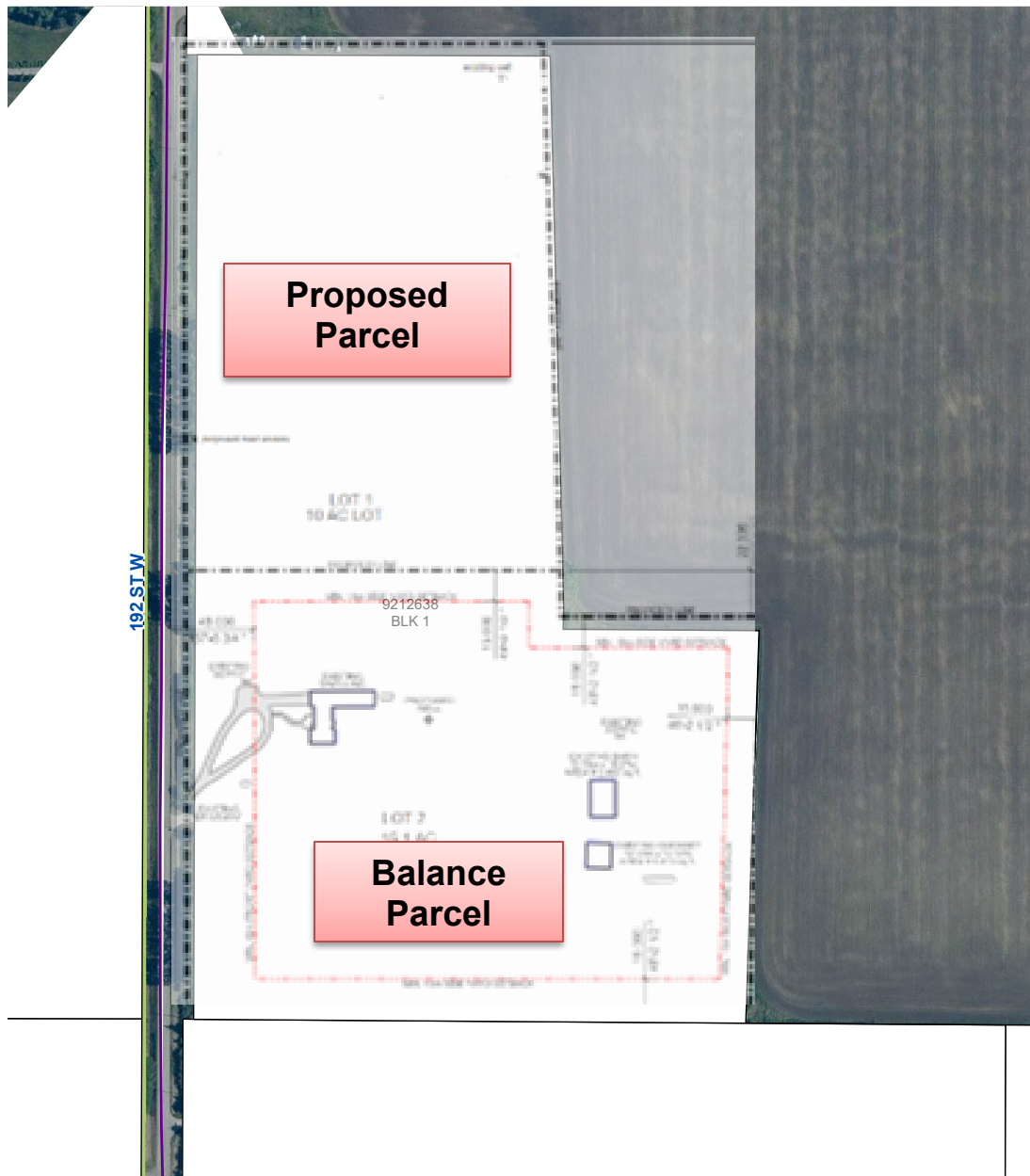
APPENDIX A: LOT SIZES (half mile)



APPENDIX A: SITE PLAN



APPENDIX B: ORTHO PHOTO



BYLAW XX2025

**BEING A BYLAW OF FOOTHILLS COUNTY TO AUTHORIZE AN AMENDMENT TO THE
LAND USE BYLAW NO. 60/2014; AS AMENDED.**

AND WHEREAS pursuant to the provisions of the Municipal Government Act, Chapter M-26 Revised Statutes of Alberta 2000, and amendments thereto, the Council of Foothills County in the Province of Alberta, has adopted Land Use Bylaw No. 60/2014 and amendments thereto:

AND WHEREAS the Council has received an application to further amend the Land Use Bylaw by authorizing redesignation of 25.06 +/- acre portion of Plan 9212638, Block 1; NW 31-22-02 W5M from Agricultural District to Country Residential District in order to allow for the future subdivision of one +/- 10 acre Country Residential District parcel with an approximate +/-15 acre Country Residential Balance.

NOW THEREFORE THE COUNCIL ENACTS AS FOLLOWS:

3. Land Use Map No. 1828 is amended by redesignating one 25.06+/- acre portion from NW 31-22-02 W5M as Country Residential District.
4. This Bylaw shall have effect on the date of its third reading and upon being signed.

FIRST READING:

Reeve

CAO

SECOND READING:

Reeve

CAO


THIRD READING:

Reeve

CAO

PASSED IN OPEN COUNCIL assembled at the Town of High River in the Province of Alberta
this day of , 20 .

PUBLIC HEARINGS AND MEETINGS
PLANNING AND DEVELOPMENT REPORT TO COUNCIL
LAND USE BLAW AMENDMENT
September 17, 2025
To be heard at: 1:30 PM

APPLICATION INFORMATION		FILE NO. 25R051
	SUBJECT LANDS: Ptn. SE 11-17-27-W4 (160 ac)	
	LANDOWNERS: Chinook Feeders 2024 Ltd.	
	APPLICANT: 2716438 Alberta Ltd	
	AGENT: Daniele Chiodini of Taurus Canada Renewable Natural Gas Corporation	
	CURRENT LAND USE: Agricultural District	
PROPOSAL: An application to allow for a site-specific amendment to the Agricultural District on Ptn. SE 11-17-27-W4 (160 acres), to allow for: <ul style="list-style-type: none"> a. an Anaerobic Digester Facility as a Permitted Use a b. Exception to the maximum height requirements as follows: <ul style="list-style-type: none"> i Anaerobic Digesters up to a maximum height of 30m ii Accessory building (Biogas upgrading building) up to maximum height of 16m iii Flare Tower up to a maximum height of 16m 		
DIVISION NO: 1	COUNCILLOR: Rob Siewert	FILE MANAGER: Heather Hemingway

EXECUTIVE SUMMARY

Summary of Proposal

An application to allow for a site-specific amendment to the Agricultural District on Ptn. SE 11-17-27-W4 (160 acres), to allow for:

- a. an Anaerobic Digester Facility as a Permitted Use a
- b. Exception to the maximum height requirements as follows:
 - iv Anaerobic Digesters up to a maximum height of 30m
 - v Accessory building (Biogas upgrading building) up to maximum height of 16m
 - vi Flare Tower up to a maximum height of 16m

Location and Site Information

The subject lands are located approximately 10 kilometers northeast of the Town of Nanton in the southeast corner of Foothills County.

The project is adjacent to the existing Chinook Feeders operation, a feedlot with approval for 56,000 cattle. The subject lands are adjacent to the Municipal District of Willowcreek boundary on the south side and is approximately 2.4 km west of the County of Vulcan municipal boundary.

Access to the parcel is off 264 St. E. (gravel road) on the east side, just south of the 690 Ave. E. intersection.

The subject lands are currently zoned Agricultural District.

Referral Considerations

This application was subject to a 30-day circulation to referral agencies prior to this hearing: Referral comments have been provided within the staff report for your reference.

Policy Evaluation

The application for a site specific amendment application has been reviewed in terms of the South Saskatchewan Regional Plan (SSRP), Foothills County's Growth Management Strategy, Foothills County's Municipal Development Plan 2010, and Land Use Bylaw 60/2014.

The subject lands are also located within the following Intermunicipal Development Plan Areas:

- Foothills County & Vulcan County Intermunicipal Development Plan
- Foothills County & M.D of Willow Creek Intermunicipal Development Plan

The proposed site specific amendment has been deemed to align with policies and guiding principles within these documents.

BACKGROUND INFORMATION

Feedlot Approval:

The landowners have an existing NRCB approval for a confined feeding operation (feedlot) to allow for a total of 56,000 beef finishers located on N1/2 and SW 11-17-27-W4. This NRBC approval was granted for expansion from 25,000 to 56,000 cattle was approved in 2022.

PURPOSE OF APPLICATION

The purpose of this application is to apply for a site specific amendment under the Agricultural District on the subject lands (Ptn. SE 11-17-27-W4 -160 acres), to allow for:

- a. an Anaerobic Digester Facility as a Permitted Use a
- b. Exception to the maximum height requirements as follows:
 - i Anaerobic Digesters up to a maximum height of 30m
 - ii Accessory building (Biogas upgrading building) up to maximum height of 16m
 - iii Flare Tower up to a maximum height of 16m

Future Applications:

A Development Permit application approval is required prior to the development of an Anaerobic Digester Facility on the subject lands.

SITE CONSIDERATIONS

Site Location:

The subject lands are located approximately 10 kilometers northeast of the Town of Nanton in the southeast corner of Foothills County. The project is on the site of the existing Chinook Feeders operation, a feedlot with approval for 56,000 cattle.

The subject lands are adjacent to the Municipal District of Willowcreek municipal boundary on the south side and is approximately 2.4 km west of the County of Vulcan municipal boundary.

Access

Access to the parcel is off 264 St. E. (gravel road) on the east side, just south of the 690 Ave. E. intersection.

Land Use

The subject lands are currently zoned Agricultural District. The majority of the land in the area is Agricultural District lands. Within Foothills County, the nearest CR parcels appear to be approximately 6.4 kilometers to the north of the subject parcel and there are two Natural Resource Extraction District parcels located in the 8 kilometer radius.

A land use map for the subject lands and surrounding area can be found in **Appendix A** of the report.

DETAILS OF THE DEVELOPMENT

The applicant is proposing to develop a manure-only biodigester facility that will produce renewable natural gas (RNG) through an anaerobic digestion process where the resultant RNG will be injected into the TransCanada pipeline.

The facility is intended to be a 2-phased approach where

- Phase 1 will accommodate 70% of the cattle at the feed yard with a plant capacity that allows it to process approximately 136,000 tonnes/year of manure, producing 406,000 GJ/year of RNG.
- The second phase of the Project would increase capacity to meet 100% of the cattle on feed, processing 190,000 tonnes of manure per year generating 566,000 GJ/year of RNG.

Project Overview

The facility will process livestock manure, primarily delivered from the adjacent Chinook Feeders operation, with some capacity to accept material from other local farms if necessary. At full operation, up to 190,000 tonnes of manure will be processed each year.

In the event of emergencies such as disease outbreaks or crop failures, the plant can also receive limited non-manure materials (e.g., damaged crops or residues) to ensure operations continue without interruption.

Through anaerobic digestion, the manure is broken down to produce renewable natural gas (RNG), which will be upgraded to pipeline quality and injected into the TC Energy system.

Two options are being reviewed for the pipeline connection:

1. Construction of a new on-site pipeline and metering station in collaboration with TC/ATCO; or
2. A tie-in to the existing natural gas collection system of a nearby oil and gas operator, thereby avoiding the need for a new metering station.

The digestion process also produces a nutrient-rich byproduct called digestate. This material is largely odourless and will be separated into solid and liquid forms:

- Solid digestate will be stored temporarily and later applied to farmland as fertilizer.
- Liquid digestate will be stored in a covered lagoon and applied to fields by irrigation.
- Ammonium sulfate will be stored in a tank on site (approximately 70 days to fill) and then trucked to farmers to utilize as fertilizer.

Overall, manure volumes will be reduced by about half, from 190,000 tonnes annually to approximately 97,000 tonnes of solid digestate, along with recoverable liquid nutrients.

In addition, the project is assessing the potential to capture and store the carbon dioxide (CO₂) separated during gas upgrading. If geological conditions are suitable, this CO₂ could be injected into underground formations through a sequestration well, further reducing greenhouse gas emissions. Should this component move forward, it would require additional provincial approvals to ensure that CO₂ storage is conducted safely and with ongoing monitoring and reporting. (See Regulatory Approvals below).

Setback Requirements

The proposed manure-only anaerobic biodigester is not classified as a “waste management facility” under the provincial *Matters Related to Subdivision and Development Regulation (MRSDR)* and therefore is not subject to the 300m setback requirement from a property line of any school, hospital or residence for waste storage sites as was the case with the Rimrock Digester Facility. Since this project’s feedstock is exclusively livestock manure (with limited emergency use of crop residues), those setbacks do not apply.

Instead, the project must demonstrate compliance with Agricultural Operation Practices Act (AOPA), with oversight by the Natural Resources Conservation Board (NRCB), manure and digestate setback standards to protect neighbouring residences, surface water, and groundwater.

Key AOPA setbacks include:

- 150 metres from the nearest residence not under the operator’s control for short-term manure or digestate storage areas.
- 30 metres from a common body of water, subject to slope conditions.
- 100 metres from a spring or water well.
- Engineered storage facilities must also maintain at least 1 metre of vertical separation above the water table and meet liner/containment standards.

Traffic

The proposed facility will not result in significant increases to public road traffic. Manure is sourced directly from the adjacent feedyard, eliminating the need for additional hauling on County roads. The primary traffic generated will be related to the removal of digestate products for land application. It is estimated that approximately 20–25 trucks per day will operate during peak removal periods, spread across an eight-month window to avoid spring road bans. This approach reduces peak congestion compared to existing manure hauling practices and minimizes road maintenance impacts.

The biodigester facility is expected to operate 365 days per year, with crew on site and/or deliveries Monday to Saturday 7:00 AM to 7:00 PM.

Any proposed signage proposed on County road allowances require approval from Council.

Water Requirements and Consumption

The project will source all of its water requirements from Chinook's effluent pond, which collects runoff from the Chinook feedlot. This design avoids the use of fresh water and integrates with the existing feedlot water management.

Water requirements for the project at commissioning are anticipated to be approximately 60,000 m³, primarily for conducting tank leak testing and commencement of operations. Subsequently, up to 120,000 m³ of water annually will be required for ongoing operations (water consumption may vary dependent on the annual rainfall affecting the moisture content of the feedstock).

Three types of water use are proposed within Facility:

1. Dilution water – for preparing manure slurry in feedstock processing.
2. Industrial/process water – softened/filtered water used in plant systems.
3. Sanitary/potable water – purified on site for staff use in offices and amenities.

The report indicates that 790m³ of water will be accessible at all times for firefighting purposes.

- Discussions are ongoing with Chinook regarding access to their water pump, failing this a pond or cistern will be required.
 - Water for firefighting capacity to be sized appropriately according to site requirements and confirmed by the designing engineer

Stormwater Management

The facility has been designed to contain and control all stormwater within the project footprint. Runoff will be directed by grading, ditches, and culverts to a lined digestate lagoon, which provides storage capacity for both liquid digestate and stormwater, including a 1:100 year rainfall event.

The digestate lagoon will utilize an impermeable cover to both preserve ammonia and prevent the release of odors.

Collected stormwater will be applied to land in accordance with nutrient management plans, ensuring no uncontrolled discharge from the site.

Public works has noted the following requirements:

- Storm Water Management Plan/lot grading and drainage plan stamped by a professional engineer to be provided
- Will meet the requirements of *'Guidelines for secondary containment for above ground storage tanks industrial waste and wastewater branch Alberta environmental protection'*
- Geotechnical study to be conducted to assess soil conditions and groundwater
 - Soil compaction is to be conducted where manure is stored as per NRCB guidelines to meet secondary containment requirements
 - Will require the report to be stamped by the engineer.
- IFC plan required to show entire site, including grading and stormwater management infrastructure
- As-builts will be required upon completion along with a letter of conformation from an engineer for all site grading and SWMP.

These requirements will be conditions of the Development Permit.

Nuisance Control (Emissions, Odour, Noise)

Odour and emissions are expected to be reduced compared to traditional feedlot manure storage and spreading practices. Key mitigation measures include:

- Enclosed reception and processing buildings with rapid-close doors to prevent odour release.
- Covered digestate lagoon to prevent ammonia loss and odour.
- Biogas capture and upgrading for pipeline injection, with an emergency flare to prevent uncontrolled venting.
- Air quality modelling and odour studies to demonstrate compliance with Alberta Ambient Air Quality Objectives.
- Noise and dust impacts are expected to be minor and limited to normal truck traffic and on-site equipment.

Safety Measures and Emergency Planning

The facility will be fenced with controlled access for authorized personnel only.

Safety measures include:

- Comprehensive health and safety programs and emergency response plans.
- Gas detection, alarms, emergency flares, and overpressure safeguards.
- Fire prevention systems, including hydrants, extinguishers, and emergency power shut off.
- Clear signage, protective railings, and piping colour coding to support safe operations.

Land Reclamation

A reclamation plan is required as part of the EPA Approval, including financial security to ensure reclamation is completed. The land will be reclaimed in accordance with provincial requirements to ensure it is safe, stable, and suitable for future farming use.

Outdoor Lighting

Section 9.15 of the Land Use Bylaw requires all exterior lighting in the County to meet the requirements set forth in the *Dark Sky Bylaw*.

The applicants have indicated that placement and intensity of the lighting will respect the *Dark Sky Bylaw*.

A copy of the complete “*Renewable Natural Gas Facility Project Description*” is included in **Appendix B** of this report.

REGULATORY APPROVALS REQUIRED

The project is subject to multiple municipal and provincial approvals, including:

- **Foothills County** – Site-specific land use amendment, development permit, and building permit.
- **Alberta Environment and Protected Areas (EPA)** – Environmental Protection and Enhancement Act (EPEA) Industrial Approval and related studies (air quality, groundwater, wildlife).
- **Alberta Utilities Commission (AUC)** – Approval under Rule 007 for on-site cogeneration.
- **Alberta Energy Regulator (AER)** – Compliance with Directives 006, 056, and 077 for RNG injection to pipeline.
- **Aboriginal Consultation Office (ACO)** – Consultation process assessment.
- **Ministry of Arts, Culture and Status of Women** – Historical Resources Act clearance.

Additional oversight may apply through the Natural Resources Conservation Board (digestate land application), and Alberta Fire Code compliance.

Separate approvals for the Carbon capture and sequestration (CCS) include:

- **Alberta Energy Regulator (AER)** - Authorization for the well and injection process and compliance with Directives 056, 065.
- **Ministry of Energy and Minerals (MEM)** – Carbon Sequestration Tenure rights and Subsurface Pore Space Unit Agreement.
- **Alberta Environment and Protected Areas (EPA)** – Notification and updates to environmental approvals under the Environmental Protection and Enhancement Act.

POLICY EVALUATION

The proposal aligns with relevant planning frameworks including:

South Saskatchewan Regional Plan (SSRP)

The SSRP provides a high-level policy framework for all lands in the South Saskatchewan River Basin within Alberta, including all sub basins. Objectives under the Agriculture section of the SSRP support the maintenance and diversification of the region's agricultural industry through: maintaining agricultural land base, supporting diverse and innovative irrigated agriculture, maximizing opportunities for value-added agricultural products, recognizing the contribution of local production in addition to existing domestic and international market opportunities, supporting the next generation of agricultural, food and rural entrepreneurs, and recognizing and rewarding continued stewardship and conservation of private agricultural land and diversification of the agricultural economy.

The redesignation generally aligns with the policy direction within the SSRP with consideration of policy sections related to: Economy (Agriculture, Energy), and Efficient Use of Land.

Summarized – supports diversification of agricultural operations, the creation of value-added agricultural products and local renewable energy production.

Foothills County Growth Management Strategy (GMS)

The subject property is located within the East District of the Foothills County's Growth Management Strategy. The East District is predominantly made up of agricultural lands with little fragmentation and some natural resource extraction.

Very little growth is anticipated in the East District, outside of the area defined within the Blackie ASP. In order to keep agriculture viable fragmentation should be carefully managed so while it is possible that first parcels out may continue to be supported, more intensive development is less likely to be.

Land use conflicts in this area should be carefully considered both in terms of the impact of new development on agriculture and the impact of agricultural activities on new development.

The application has been evaluated in the context of the County's Growth Management Strategy and is generally consistent with the goals and objectives within that plan.

Summarized – Compatible with predominant agricultural use in the East district.

Municipal Development Plan (MDP 2010)

Policies under the Agricultural Section of the MDP2010 support maintaining the integrity of the agricultural land base and note that agricultural uses and industries that support agriculture should be encouraged. Non-agricultural uses should only be permitted on land where the County judges the proposal to have minimal negative impacts on the agricultural resource, and potential agricultural use of the property and properties that may be affected.

The application has been evaluated in the context of the County's MDP 2010 and is generally consistent with the goals and objectives within that plan.

Summarized – Encourages agricultural innovation and non-agricultural uses that support rural viability without adversely impacting surrounding farmland.

Intermunicipal Development Plan (IDP) (MD of Willow Creek No. 26 & Foothills County, 2015)

The MD of Willowcreek – Foothills County IDP emphasizes cooperation between the municipalities to ensure orderly, efficient, and sustainable development while protecting agricultural integrity, natural features, and minimizing intermunicipal conflict.

Policies under the IDP support coordination and cooperation between the two municipalities to ensure that development along the shared boundary occurs in an orderly, efficient, and sustainable manner. The Plan emphasizes protection of agriculture, orderly land use, and the need for intermunicipal consultation on subdivision, redesignation, and discretionary use applications within the Plan Area. The intent is to reduce potential conflict, ensure compatible development, and support rural viability for both municipalities.

The application has been evaluated in the context of the Willow Creek–Foothills IDP and is consistent with the goals of cooperative rural development and agricultural protection.

Summarized – Supports cooperative, orderly rural development along the municipal boundary while protecting agriculture and requiring consultation on uses that may have cross-boundary impacts.

Intermunicipal Development Plan (IDP) (Vulcan County & Foothills County, 2021)

The Vulcan County –Foothills IDP establishes a framework for collaboration along the shared municipal boundary, focusing on agriculture as the primary land use while providing for compatible rural development.

Policies under the Vulcan County emphasize the protection of agricultural operations, coordinated land use decisions, and the need for intermunicipal referrals of subdivision, redesignation, and discretionary development proposals within the Plan Area. The intent is to promote orderly and efficient development while minimizing conflict and ensuring cross-boundary compatibility.

The application has been reviewed in the context of the Vulcan–Foothills IDP and is consistent with its goals of encouraging agricultural innovation, supporting rural-based economic development, and requiring consultation where there may be potential cross-boundary impacts.

Summarized – Supports agricultural protection and coordinated rural development, requiring consultation on proposals with potential cross-boundary impacts.

Land Use Bylaw 60/2014 (LUB)

The purpose and intent of the Agricultural District under the land use bylaw is to promote a wide range of agricultural land uses that encourage growth, diversification and development of the agricultural industry while having regard for the agricultural value and rural character of the area consistent with the policies outlined in the Municipal Development Plan.

The proposed use is not currently contemplated under the Land Use Bylaw. The application is for an amendment under the Agricultural District land use to allow for new innovation to support existing intensive agriculture use and amendments to the Land Use Bylaw to support the use in Foothills County.

Summarized – Proposes a use consistent with the Agricultural District's intent to support diverse agricultural development. Amendments ensure consistency with the County's regulatory framework.

CIRCULATION REFERRALS

The application was circulated to all necessary internal departments and external agencies. The responses received are summarized in the table below.

CIRCULATION REFERRALS	
REFEREE	COMMENTS
INTERNAL	
Mapping	No concerns
Public Works:	<p>A summary of Public work has commented as follows:</p> <ul style="list-style-type: none"> • Water firefighting capacity to be sized appropriately according to site requirements and confirmed by the designing engineer • SWMP/lot grading and drainage plan stamped by a professional engineer to be provided • Will meet the requirements of '<i>Guidelines for secondary containment for above ground storage tanks industrial waste and wastewater branch Alberta environmental protection</i>' • Geotechnical study to be conducted to access soil conditions and groundwater <ul style="list-style-type: none"> ◦ Soil compaction is to be conducted where manure is stored as per NRCB guidelines to meet secondary containment requirements ◦ Will require the report to be stamped by the engineer. • Signage is mentioned under 7.2, if any are proposed to be installed within Foothills County road allowances, approval from council will be required for any regulatory signs. • IFC plan required to show entire site, including grading and stormwater management infrastructure • As-builts will be required upon completion along with a letter of conformation from an engineer for all site grading and SWMP. <p>A copy of the full response from Public Works is included as Appendix C of the report.</p>
CIRCULATION REFERRALS	
EXTERNAL	
Municipal District of Willow Creek	No Comments
County of Vulcan	No Comments
ATCO Gas	There are no ATCO gas distribution facilities in the proposed area.
TELUS	No Concerns
Fortis Alberta	No Concerns

PUBLIC	
Western Wheel	Public Hearing was advertised on September 3, 2025, and September 10, 2025.
Land Owners (1/2 Mile)	<p>Notice of the Public Hearing was mailed to Foothills County landowners within approximately 1½ miles of the subject quarter section on September 3, 2025.</p> <p>Notice was sent to landowners in the Municipal District of Willow Creek within a one mile radius of the subject parcel.</p> <ul style="list-style-type: none"> • No letters of concern received at this time.

SUMMARY

BYLAW XX/2025 proposes a site specific amendment under the Agricultural District on the subject lands (Ptn. SE 11-17-27-W4 -160 acres), to allow for:

- a. an Anaerobic Digester Facility as a Permitted Use a
- b. Exception to the maximum height requirements as follows:
 - i Anaerobic Digesters up to a maximum height of 30m
 - ii Accessory building (Biogas upgrading building) up to maximum height of 16m
 - iii Flare Tower up to a maximum height of 16m

DECISIONS:

REQUEST FOR SITE SPECIFIC AMENDMENT

OPTIONS FOR COUNCIL’S CONSIDERATION:

OPTION #1 – APPROVAL (First Reading to Bylaw XX/2025).

Should Council believe that the proposal for a site-specific amendment has merit, is consistent with the existing regional and municipal policy frameworks, not in conflict with existing Provincial approvals and no significant planning considerations have been brought forward through the public hearing that cannot be resolved through the planning / approval process:

Council may choose to grant 1st reading to Bylaw XX/2025 approving the application for a site specific amendment to allow for an Anaerobic Digester Facility as a Permitted Use on the subject lands and to allow for exceptions to the maximum height requirement for the project as included in the draft bylaw attached as **Appendix D**.

Note: Council may be supportive of the addition of the use “Anaerobic Digester Facility” as a Site Specific amendment to the Agricultural District but may not be supportive of it being a Permitted Use. In this case, Council would stipulate in the motion for approval that the use shall be added as a Discretionary Use rather than a Permitted Use.

Recommended Conditions for Option #1:

1. Submission of a completed Development Permit application including necessary fees.
2. 2nd and 3rd reading granted on this bylaw for the site specific amendment.

OPTION #2: POSTPONE DECISION

Should Council believe that they require additional information or deem more discussion of the application at a municipal or intermunicipal level is required prior to rendering a decision; Council may choose to postpone their decision on the application for a site specific amendment to allow an Anaerobic Digester Facility as a Permitted Use on the subject lands and proposed exceptions to the maximum height requirement for the project as included in the draft bylaw attached and provide further direction to administration and/or the applicant.

OPTION #3: REFUSAL

Should Council believe that the proposed application for site specific amendment to allow an Anaerobic Digester Facility as a Permitted Use on the subject lands and proposed exceptions to the maximum height requirement for the project as included in the draft bylaw attached, does not have sufficient merit, is not consistent with the existing regional and municipal policy framework or that planning considerations have been brought forward through the public hearing process that Council feels cannot be addressed adequately through the planning / approval process, Council may choose to refuse the application.

APPENDICES

APPENDIX A: MAP SET:

1. Location Map
2. Area Land Use Map
3. Air Photo
4. Project location map
5. Project layout map

APPENDIX B: APPLICATION PACKAGE

1. Introduction letter from Taurus Canada Renewable Natural Gas Corp.
2. Renewable Natural Gas Facility Project Description

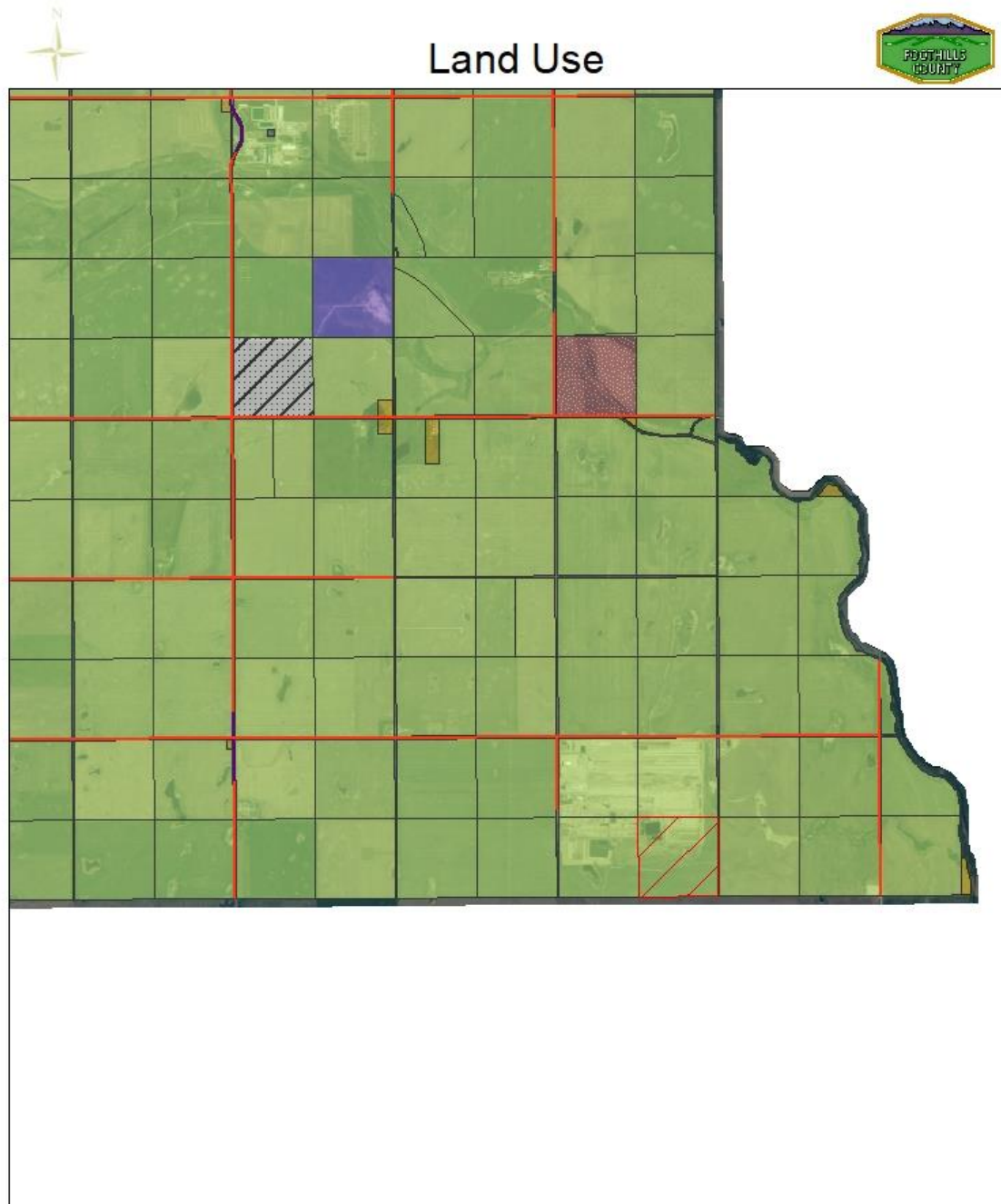
APPENDIX C: FOOTHILLS COUNTY PUBLIC WORKS REFERRAL RESPONSE

APPENDIX D: PROPOSED BYLAW

1. Draft Bylaw XX/2025 – Proposed Site Specific Amendment

[illegible]

APPENDIX A: MAP SET: Area Land Use Map



Legend
Parcels

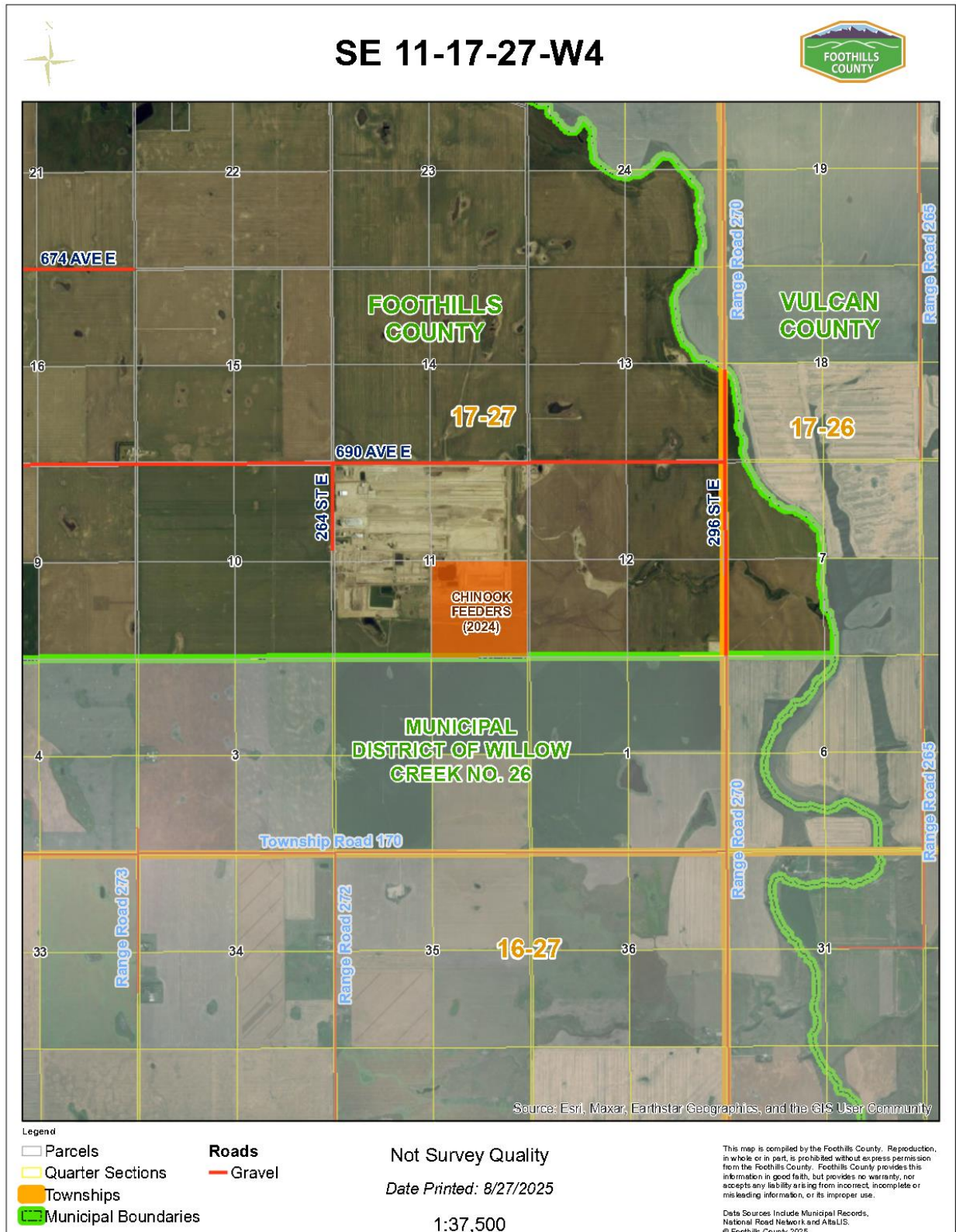
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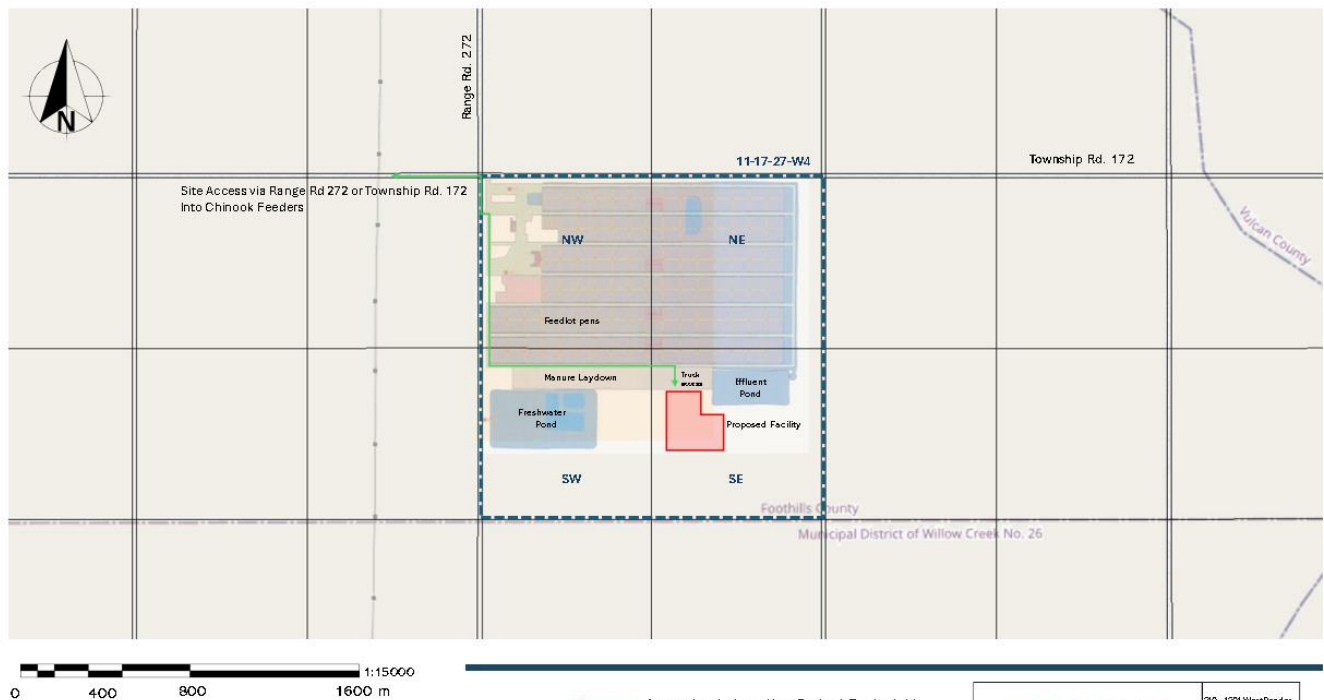
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APPENDIX A: MAP SET: Air Photo



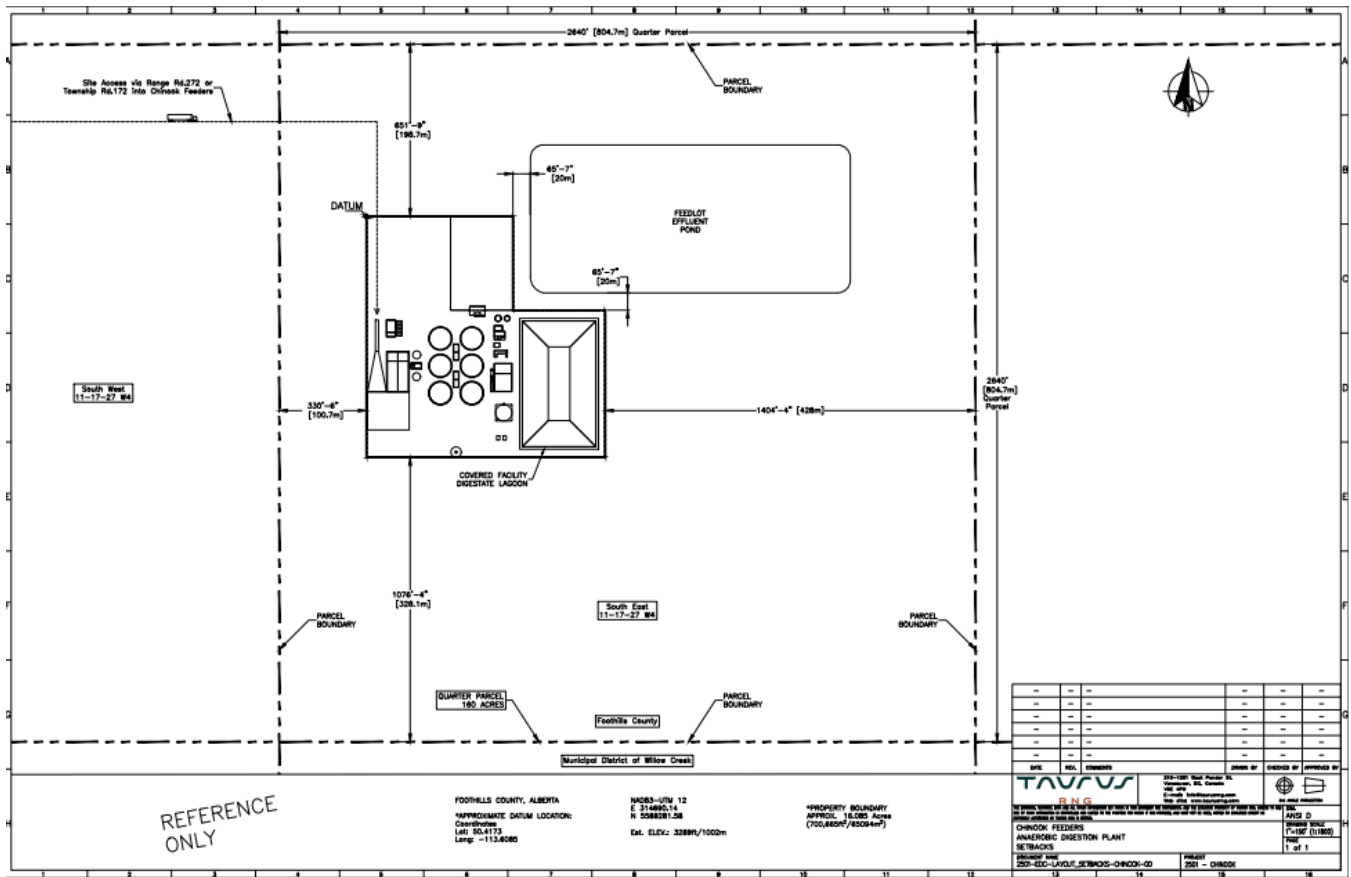
APPENDIX A: MAP SET: Project location map



*See Document 2501-EDC-Site-Layout-Chinook_Feeders for detailed components of the facility

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Document Name	DATE	
2506-Project location		

APPENDIX A: MAP SET: Project layout map





On behalf of our wholly-owned subsidiary, 2716438 Alberta Ltd. (the Developer), we are submitting this application for a site-specific amendment of the Land Use Bylaw the parcel of land (the Site) located in the eastern portion of Foothills County, as identified more precisely in the attached project location site plan.

The site-specific amendments being sought in this application are:

1. The designation of the proposed anaerobic digestion facility as a site-specific permitted use to the current agricultural use of the site;
2. Allowance for the installation of anaerobic digesters up to a total installed height of 30m.
3. Allowance for the installation of accessory buildings (Biogas upgrading building) up to a total installed height of 16m.
4. Allowance for the installation of flare tower up to a total installed height of 16m.

The Site is the parcel of land in a legal address of SE 11-17-27-W4 and is currently zoned as Agricultural District (A). The proposed development is immediately adjacent to a cattle feedlot operated by Chinook Feeders Ltd. (Chinook) occupying approximately 16 ac. (6.4 ha.) show in the attached site plan.

The Developer, in partnership with Chinook, is proposing to develop, construct, own and operate a manure-only biodigester facility (the Facility) that will produce renewable natural gas (RNG) through the anaerobic digestion process (the Project). RNG produced at the Facility will be injected into the TransCanada pipeline. The Project will also convert cattle manure into four different products: two solid digestate products, liquid digestate and ammonium sulfate, a potent fertilizer.

The Developer will separately submit a development permit application to Foothills County in respect of the Facility.

The Facility will be primarily regulated under the *Environmental Protection and Enhancement Act*, as well as other under applicable Provincial location, and will undergo thorough regulatory review. In support of these reviews, the Developer will undertake various studies to inform engineering activities and provide the various regulators the required information.

The Developer has also undertaken initial public consultation efforts in connection with the Project. As of June 24th 2025, Chinook has contacted neighbours approximately between 5-8 km from the proposed site (6 neighbours) and received 4 responses. None of the respondents are opposed to the Project; we will continue to reach out to neighbours who were not available and follow up with the respondents who are interested in learning more about the Project with an in-person meeting scheduled for later in July.





Please find attached as part of the application requirements:

1. The Project Location plan "2501-RRX-Project-Location-plan"
2. The Project Site Plan "2501-EDC-Project-Site-Plan"
3. Land Title Certificate of the Proposed Parcel
4. AER abandoned wells search.
5. The Applicable Fees Authorization form
6. Letter of Authorization - Land Use Bylaw
7. Detailed Process Summary "2501-ERP-Detailed-Process-Summary"
8. Civil Drawing Package
9. Credit Card Authorization Form - Taurus

Regards,

Daniele Chiodini
Taurus Canada Renewable Natural Gas Corp.



2501

RENEWABLE NATURAL GAS FACILITY

PROJECT DESCRIPTION

WO 2501

July 16th 2025

TABLE OF CONTENTS

1	INTRODUCTION	6
1.1	Overview.....	6
1.2	Project Description	7
1.3	Project Location	8
2	PROJECT BACKGROUND	9
2.1	Project Rationale	9
2.1	Benefits from the Project implementation	10
2.2	Planning Framework.....	12
2.2.1	Municipal Application.....	12
2.2.2	Provincial legislation	12
3	PROJECT CHARACTERISTICS.....	14
3.1	Accepted materials	14
3.1.1	Livestock manure.....	14
3.1.2	Emergency Feedstock.....	15
3.1.3	Unaccepted material	15
3.2	Water	15
3.3	Natural Gas Injection	15
3.4	Process Flow Diagram.....	16
3.5	Mass Balance	16
4	The ANAEROBIC DIGESTION PROCESS	16
5	PROJECT TECHNICAL DESCRIPTION	18
5.1	Feedstock receiving and pretreatment	20
5.1.1	Traffic, feedstock receiving and storage.....	20
5.1.2	Dilution and pre-processing	22
5.1.3	Digester buffer tank.....	23
5.2	Anaerobic digestion section	23
5.2.1	Anaerobic digestion tanks	23
5.2.2	Heating System	24
5.2.3	Digester Mixing System	25
5.3	Nutrient Recovery System	26

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

5.3.1	Primary Solid/Liquid Separation with screw presses	26
5.3.2	Secondary Solid/Liquid Separation with centrifuge	27
5.3.3	Ammonia stripping system	28
5.4	Digestate management	28
5.4.1	Solid digestate	29
5.4.2	Liquid digestate	29
5.5	Biogas Line	30
5.5.1	Biogas Collection system	30
5.5.2	Biogas Cleaning.....	30
5.5.3	Biogas Upgrading.....	31
5.5.4	Emergency Flare	33
5.6	Utilities and chemicals.....	34
5.6.1	Electrical and thermal energy.....	35
5.6.2	Water.....	35
5.6.3	Compressed air.....	35
5.6.4	Chemicals.....	36
5.7	Other Systems	36
5.7.1	Stormwater Management	36
5.7.2	Grading and Excavation	37
5.7.3	Leachate collection.....	37
5.7.4	Septic	37
6	EMISSIONS.....	38
6.1	Point sources	38
6.2	Odour Reduction and Control	39
7	PLANT SAFETY.....	40
7.1	Public safety.....	40
7.2	Signage.....	40
7.3	Ladders and railings.....	41
7.4	Piping Colour.....	41
7.5	Alarms.....	41
7.6	Electrical grounding system.....	42
7.7	General protection switch	42

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

7.8	Safety Flare	42
7.9	Emergency vents and hydraulic guards.....	42
7.10	Plant start-up	42
7.11	Fire	43
7.11.1	Water Supply and Hydrants.....	43
8	Additional Considerations	43
8.1	Lighting	43
8.2	Land Reclamation	43
8.3	Noise	43

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

ATTACHMENTS

Index	Document
General	
1	2501-RRX-Project-Location-00
2	2501-RRX-Project-Location-plan-00
3	2501-EDC-Layout-MAP-Chinook_Feeders
Civil Package	
1	2501-EDC-Amm_Tank-00.pdf
2	2501-EDC-Boiler_Room-00.pdf
3	2501-EDC-Buffer_Tank-00.pdf
4	2501-EDC-Building-C1C2-00.pdf
5	2501-EDC-Building-C3C4-00.pdf
6	2501-EDC-Building-D-00.pdf
7	2501-EDC-Building-M1-00.pdf
8	2501-EDC-CHP-00.pdf
9	2501-EDC-Chem_Tanks-00.pdf
10	2501-EDC-Dewatering-00.pdf
11	2501-EDC-Dig_Buffer_Tank-00.pdf
12	2501-EDC-Digestate_Lagoon-00.pdf
13	2501-EDC-Digesters-00.pdf
14	2501-EDC-Dil_Buffer_Tank-00.pdf
15	2501-EDC-E-Rooms-00.pdf
16	2501-EDC-External_Storage-00.pdf
17	2501-EDC-Flare-00.pdf
18	2501-EDC-Gas_Holder-00.pdf
19	2501-EDC-Int-Storage-Tank-00.pdf

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Rev.	Date	Reason for issue	Drafted	Checked	Approved

1 INTRODUCTION

1.1 Overview

2716438 ALBERTA LTD. (the “Developer”) is proposing to develop a manure-only biodigester facility that will produce renewable natural gas (RNG) through an anaerobic digestion process (the “Project”) where the resultant RNG will be injected into the TransCanada pipeline. The Project will also convert cattle manure into four different products: two solid digestate products, liquid digestate and ammonium sulfate, a potent fertilizer. The facility is intended to be a 2-phased approach where the initial capacity will accommodate 70% of the cattle at the feed yard with a plant capacity that allows it to process approximately 136,000 tonnes/year of manure producing 406,000 GJ/year of RNG. The second phase of the Project would increase capacity to meet 100% of the cattle on feed, processing 190,000 tonnes of manure per year generating 566,000 GJ/year of RNG. Moreover, the developer will assess the geology of the subsurface for the potential to store carbon. A by-product of the anaerobic digestion process is CO₂. If there is favourable geology, the developer may pursue a CO₂ sequestration well to further reduce greenhouse gasses (GHGs).

The Developer is a wholly owned subsidiary of Taurus Canada Renewable Natural Gas Corp. (“Taurus”), a Vancouver based company focused on the development, design, construction and operation of renewable natural gas facilities. The Project is being developed in collaboration with Chinook Feeders Ltd. (“Chinook”), a key stakeholder providing both the site and a consistent supply of manure feedstock from its cattle operations. Taurus is actively developing several manure-only RNG projects in the southern Alberta region, where the high concentration of large-scale cattle feedlots presents a significant opportunity to mitigate greenhouse gas emissions by capturing methane that would otherwise be released from unmanaged manure. The region’s existing natural gas infrastructure, including access to the TransCanada and other natural gas pipeline networks, enables efficient RNG injection and distribution to downstream users. Taurus’s projects in the area are strategically located to take advantage of locally sourced feedstock, strong agricultural partnerships, and established offtake pathways, forming a closed-loop solution that turns waste into energy while supporting local economic and environmental goals.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
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1.2 Project Description

The plant is designed to receive manure delivered to the plant and process the manure such that it is fed into the anaerobic digesters. Anaerobic digestion is a naturally occurring process that consumes organic material (carbon) to produce biogas, a methane and carbon dioxide mixture. The digesters are designed to maximize biogas extraction by optimizing the process conditions of the anaerobic bacteria such as pressure

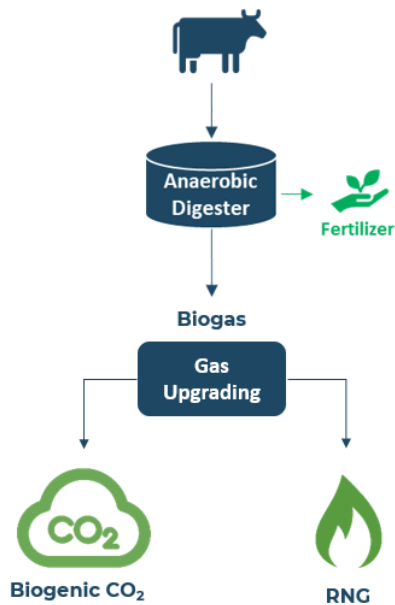


Figure 1: How RNG is created by anaerobic digestion

closer to the facility.

and temperature. The biogas will undergo an upgrading process that will produce a pure stream of biomethane, also known as RNG, that will be ultimately injected into an NGTL Pipeline.

The removal of a substantial portion of the organic material stabilizes the manure, producing digestate as a byproduct. Digestate is a largely odourless compound that has a concentrated nutrient profile (nitrogen and phosphorous, N-P). The digestate will undergo various solid/liquid separation processes as well as an ammonia stripping process to produce solid digestate, liquid digestate and ammonium sulfate. Unlike raw manure, the concentrated nature of the solid digestate and ammonium sulfate makes long distance transport feasible, while the more difficult to transport liquid digestate will be applied to the surrounding region

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1.3 Project Location

The Project will be located on a parcel of land with a legal description of LSD 6 and 7 of 11-17-27W4 in the municipality of Foothills County, Alberta, Canada. The Project site is currently on an agricultural quarter, lying approximately 5 kilometers west of Provincial Highway 804, and 10 kilometers northeast of the Town of Nanton. The Developer will enter into a lease agreement with the landlord for the entirety of the Project’s expected operational life of 25 years.

Table 1-1: Project Location

County	Foothills
Province	<i>Alberta</i>
Address	<i>SE-11-17-27-W4M</i>
Latitude, Longitude	<i>50.414721°, -113.604379°</i>
General Map	<i>2501-RRX-Project-Location-00</i>
Site Plan	<i>2501-EDC-Project-Project-Site-Plan-00</i>
Site Layout	<i>2501-EDC-Site-Layout-Chinook_Feeders</i>

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

2 PROJECT BACKGROUND

2.1 Project Rationale

Alberta contains 40% of Canada's 11 million cattle herd, with over 2.3 million head in a pocket in southern Alberta. In addition to beef cattle, there are hogs, chickens and sheep that are grown to maturity and contributing to Canada's food production system. Feedlot owners also manage large areas of crops. These large fields grow cereal, beans and oilseeds to either feed and provide bedding for their cattle or are sold to generate additional revenue streams. The number of farms is increasing by 2.1% per year¹. Critical to understanding the systemic opportunity for Taurus is that the animal waste (manure) from the feedlots is typically currently reapplied to the land as a fertilizer on the farmers' fields.



In Alberta, background and finishing cattle are fed to 900 and 1500 lbs. respectively, from a starting weight of 500 lbs, with the latter delivered to food processors. Feedlot manure management has always been an issue for farmers, giving rise to such challenges as foot-rot disease, community odour complaints and GHG emissions from the unrealized energy from manure as well as nitrogen that volatilizes to ammonia. Manure itself plays a vital role as a fertilizer, supplementing commercial fertilizers with the primary nutrients nitrogen, phosphorous, and potassium. Nutrient management can be challenging as volatilization and weather systems can upset the nutrient profile of the manure. Feedlot owners prefer to have a manure solution that advances their ability to manage the nutrient load onto their crop yielding land.

¹ <https://www150.statcan.gc.ca/n1/pub/96-325-x/2021001/article/00009-eng.htm>

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

Anaerobic digesters can play a key role in facilitating Canada’s commitment to low carbon, clean fuels, and soil health. There is a unique opportunity for the region to harness this otherwise wasted energy while retaining nutrients for land application, improving soil health and supporting the local economy.

The anaerobic digestion process is an integrated waste management system that recovers both nutrients and energy from organic matter. Unlike exclusively aerobic processes (such as composting) which primarily produce CO₂ as a gaseous end-product dispersed into the atmosphere, anaerobic digestion transforms volatile organic substances into energy rich biogas while retaining the valuable soil nutrients in the organic byproduct, the digestate. To maximize nutrient flexibility for its feedlot partners, the Project will further separate the digestate into an ammonium sulfate fertilizer, an ammonia rich liquid, a balanced solid digestate, and a separate phosphorous-rich solid digestate. These four streams allow farmers more options for land application. For example, where soil conditions may be limited by phosphorous or where crops (such as canola) may have requirements for a specific element such as sulfur.

2.1 Benefits from the Project implementation

Anaerobic digestion is recognized² as a manure treatment system that helps livestock producers to reduce environmental risks and abate some of the social concerns that are associated with intensive cattle feeding operations. Some of the key benefits to be realized from the Project are:

Benefits for feedlot operators:

1. Economic opportunity to offset manure management costs.
2. Reduce manure inventories for improved animal health and streamlined operations.
3. Reduce the farming operation’s overall carbon footprint / positive image for the industry.
4. Opportunity to reduce the use of chemical fertilizers.
5. Improved soil nutrient management opportunity by having different digestate fractions to apply as opposed to only manure that is currently being land applied.

Benefits for the local community:

² See, for example, [Beneficial Management Practices – Environmental Manual for Feedlot Producers in Alberta](#) developed by Alberta Agriculture, Food and Rural Development

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

1. Opportunity to play a significant role in the energy transition by becoming the largest renewable natural gas producing region in Canada.
2. Improvements in air quality arising out of the contained operations of a biodigester system.
3. Economic support deriving from the locally sourced construction and operational crews and vendors.
4. New commercial operations in the region.
5. Support for local farming operations by providing additional revenue for manure management.
6. Seamless integration with the gas pipeline, without requirements to build new infrastructure.

Benefits for the Province:

1. Ability to support and strengthen the cattle industry in Alberta economically and from an environmental footprint perspective.
2. Creation of a new industry that will play a major role in the energy transition.
3. Attract capital investments from around the world to build renewable energy infrastructure in Alberta
4. Ability to leverage existing network of natural gas pipelines to capture and deliver renewable energy throughout North America.

Benefits for the Environment:

1. Renewable natural gas has a negative carbon intensity score because it is derived from organic materials that would otherwise decompose and release greenhouse gases into the atmosphere. By processing these organics through anaerobic digestion, not only are these emissions avoided but the natural gas that is generated can be used to off-set the use of fossil-derived natural gas.
2. The anaerobic digestion process stabilizes the manure in the form of digestate which is odorless compared to raw manure. Because of a more frequent collection of the manure, nitrogen losses are much lower than traditional manure management practices, thus displacing more synthetic fertilizer during the farming season.
3. By improving manure management practices, anaerobic digestion provides better protection for groundwater.
4. This solution aligns with and exceeds the recommended practices for livestock manure management as described in the *Beneficial Management Practices* manual for livestock producers in Alberta.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

2.2 Planning Framework

The cascading structure of the Alberta's Stewardship legislation provides regional guidance (South Saskatchewan Regional plan) and instructs municipal development plans such as the [Foothills Municipal Development Plan 2010](#) (MDP2010) to provide vision, goals policies in how the land is developed for the community in the next 10-20 years. These policies help develop legislation in the form of land use bylaws and subdivision and development bylaws.

Foothills's MDP recognizes the importance of agriculture and livestock operations in the county. The Project benefits these operations by helping to close the loop for farmers and the cattle feeding industry. The Project will improve the land stewardship of the farmers through improved nutrient management and reducing truck traffic. The Project will align, and comply, with the regulatory requirements set by the various municipal and provincial regulators, such as the Foothills County Development Office and Alberta Environment and Protected Areas (AEP).

2.2.1 Municipal Application

The Developer is seeking a site-specific zoning amendment for the permitted use of a manure-only anaerobic digester as well as a development permit from the County of Foothills. The Developer will seek a building permit prior to construction following applicable standards such as [CSA](#), and, at a minimum, those standards set forth in the [National Building Code Alberta 2023](#).

2.2.2 Provincial legislation

At the provincial level, the Project will be regulated under the terms of Alberta's [Environment Protection and Enhancement Act](#) (EPEA) and its regulations, including the [Environmental Assessment \(Mandatory and Exempted Activities\) Regulation](#). Per the terms of the latter regulation, the Project does not fall within the definition of a mandatory project and the Developer will accordingly seek an exemption from a requirement to perform an additional Environmental Impact Assessment (EIA) and will seek an Industrial Approval per the EPEA's [Activities Designation Regulation](#). This approval is expected to establish requirements for the protection of air, water, land and biodiversity management. The Project will provide the following studies to EPEA for its review:

- an air quality study to demonstrate the Project's ability to meet [Alberta Ambient Air Quality Objectives](#) (AAQOs)
- wildlife and vegetation surveys to identify any potential Species at Risk (SAR).

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

- geotechnical surveys to meet all groundwater and stormwater requirements
- groundwater and soil assessments to establish baseline conditions

The Developer understands that Alberta Environment and Protected Areas (EPA) previously entered into a [memorandum of understanding](#) with the Natural Resources Conservation Board (NRCB), wherein it was agreed that, in certain circumstances, the management of manure and digestate will fall under the jurisdiction of the NRCB. This understanding has since been codified pursuant to Bill 44 *Agricultural Operation Practices Amendment Act*, 2025, regulatory amendments under AOPA and EPEA, and the updated On-Farm Storage and Land Application Code. Accordingly, for the purposes of this Project, it is understood that EPA will regulate manure and digestate within the bounds of the facility, while the NRCB will regulate the application of digestate outside the facility boundaries.

The Project will meet the requirements of Alberta Energy Regulator (AER) Directives [006](#), [056](#), and [077](#) for the construction of any pipeline and the injection of RNG into the TransCanada system.

The Project will meet the requirements of the Alberta Utilities Commission (AUC) of the Project related to on-site cogeneration under its guideline such as Rule 007 [Applications for Power Plants, Substations, Transmission Lines, and Industrial System Designations](#)

Alberta has a duty to consult with first nations of which the Aboriginal Consultation Office (ACO) oversees [the consultation process](#). Moreover, a [Historical Resources Act](#) (HRA) approval is required to evaluate the risk of encountering historical artifacts prior to any construction of the site. The Ministry of Arts, Culture and Status of Women oversees the HRA approval. The Project will meet its obligations and seek to receive approvals as part of the development process.

Carbon capture and sequestration may be possible for the Project given favourable geological conditions and a regulatory regime in Alberta which enables small scale sequestration projects. Carbon capture is regulated by both Alberta Energy and Minerals (MEM), who grant the Carbon Sequestration Tenure and Pore Space Unit Agreement, and the AER who regulate the wellbore, injection scheme, and reporting requirements under directive [056](#) and [065](#).

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

The following table summarizes the permits that the Project will be applying for before construction of the RNG facility.

Governing Body	Authorization
EPA (Environment and Protected Areas)	EPEA Approval (environment)
EPA	EIA exemption
AER (Alberta Energy Regulator)	Directives 006,077,056 (pipeline)
AUC (Alberta Utilities Commission)	Rule 007 (Cogeneration)
Aboriginal Consultation office (ACO)	Pre-consultation assessment
Arts Culture and Status of Women	Historical Resources Act (HRA)
Foothills County	Site Specific Amendment
Foothills County	Development permit
Foothills County	Building Permit

The Following table summarizes the permits that the CCS scheme requires before the injection of CO₂ is permitted.

Governing Body	Authorization
EPA (Environment and Protected Areas)	EPEA Approval/Notification
MEM (Ministry of Energy and Minerals)	Carbon Sequestration Tenure
MEM	Pore Space Unit Agreement
AER (Alberta Energy Regulator)	Directives 056,065

3 PROJECT CHARACTERISTICS

3.1 Accepted materials

3.1.1 Livestock manure

Feedstock for the anerobic digestion process consists of livestock manure delivered by truck from Chinook. The total amount of manure delivered in one year at full, phase 2 capacity is expected to be 190,000 tonnes per year on a wet basis, subject to seasonal variability based on climate conditions. While the vast majority of the feedstock is expected to come from Chinook, the facility is open to receive livestock manure from other farms in the vicinity of the facility.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

The only livestock manure to be accepted by the Project will be as described in section 1(c.2) of the Alberta [Agricultural Operation Practices Act](#), namely " livestock excreta, associated feed losses, bedding, litter, soil and wash water, but does not include manure to which the [Fertilizers Act](#) applies".

3.1.2 Emergency Feedstock

There may be some emergency periods during the operation of the Project where manure cannot be delivered for an extended duration (such as, for example, if there are outbreaks of cattle disease, or natural events affecting crop quality). For certainty, such emergency periods would not include normal winter conditions. In these emergency cases, the Project will be designed to be capable of receiving non-manure material to ensure continuity in the digester, protect beneficial bacteria and preserve the production of RNG. Acceptable materials during these emergency periods will be limited to energy crops, damaged or rejected crops, crop residues and glycerol.

3.1.3 Unaccepted material

Except as described above in this section 3.1, no other materials will be accepted by the Project.

3.2 Water

Water requirements for Project at commissioning are anticipated to be approximately 60,000 m³, primarily for conducting tank leak testing and commencement of operations. Subsequently, up to 120,000 m³ of water per year will be required for the Project's ongoing operations. Water consumption will be dependent on the annual rainfall affecting the moisture content of the feedstock. The Project will source all of its water requirements from Chinook's effluent pond, which collects runoff from the Chinook feedlot. In doing so, the Project avoids the use of fresh water and alleviates stormwater management from the feedlot. Ultimately, this returns water through the application of liquid digestate (described in [Section 5.4.2](#)) ensuring that no surface water leaves the terrestrial water cycle.

3.3 Natural Gas Injection

The Project is evaluating two options for natural gas injection into the NGTL system. The first option is to work with TC/ATCO and construct a pipeline and a metering station at the site for the receipt of RNG. Alternatively, to avoid building a new metering station, the Project is also evaluating the potential to tie into the existing collection system of a nearby oil and gas operator of natural gas wells.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

3.4 Process Flow Diagram

Figure 2 shows the detailed process flow diagram of plant operations:

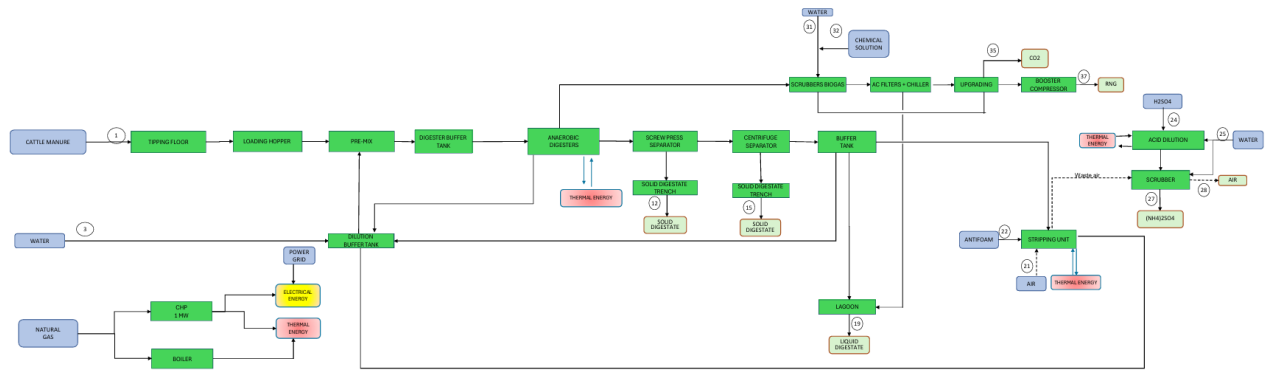


Figure 2: Process flow diagram

3.5 Mass Balance

Table 2 shows the detailed mass balance of the facility on an annual basis:

Table 2: Annual mass balance

MASS BALANCE 7d/w; 24h/d																
Parameter	UM	1	3	12	15	19	21	22	24	25	27	28	31	32	35	37
Flow	tonnes/d	521.6	246.6	96.4	110.8	157.6	58.6	0.06	1.08	2.46	3.83	69.8	1.2	0.09	60.2	30.31
Flow	tonnes/h	21.7	10.3	4.0	4.6	6.6	2.4	0.0	0.0	0.1	0.2	2.9	0.0	0.0	2.5	1.3
Temperature (T)		5	5	-	-	-	15	15	15	10	65	65	10	15	20	49
Parameter	UM	1	3	12	15	19	21	22	24	25	27	28	31	32	35	37
Energy	GJ/h	-	-	-	-	-	-	-	-	-	-	-	-	-	0.3	64.7
Gas Flow (Normal:0C-1atm)	Nm3/h	-	-	-	-	-	-	-	-	-	-	-	-	-	1285	1691
Gas Flow (T adjusted)	m3/h	-	-	-	-	-	-	-	-	-	-	-	-	-	1380	1994

4 THE ANAEROBIC DIGESTION PROCESS

Anaerobic digestion is a natural process that occurs in nature to stabilise organic material. The volatile solid component of the feedstock is degraded by anaerobic microorganisms to produce biogas, a mixture comprising mainly of carbon dioxide (CO₂) and methane (CH₄). The methane is then purified and upgraded to RNG. This process captures the methane that would otherwise be released to the atmosphere as a greenhouse gas.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

The anaerobic digester process is contained in closed vessels. Its design uses technology, equipment, and operating systems that promote the growth of specialized anaerobic bacteria and optimize natural biological processes. The design will also maximize energy recovery and stabilize the effluent streams so that the primary nutrients – nitrogen and phosphorous – are recovered for agricultural use.

The anaerobic digester is sized to guarantee a minimum residence time of the feedstock to ensure adequate removal of the volatile organics and its corresponding chemical oxygen demand, and ultimately to produce biogas.

The process of transforming complex organic material into methane takes place in four different phases (Figure 3.). Each phase is governed by a distinct metabolic group of microorganisms that differ in both the substrates they consume and the metabolic products they produce.

- 1st phase: Hydrolysis
Hydrolysis breaks down and transforms complex organic substrates (i.e. sugars, fats, proteins) into simple compounds such as monosaccharides, fatty acids, and amino acids.
- 2nd phase: Acidogenesis
In this stage, certain bacteria called acidogenic bacteria convert the simple sugars and amino acids into carbon dioxide, hydrogen, ammonia, and organic acids.
- 3rd phase: Acetogenesis
The products of acidogenesis are then reduced to their base compounds, acetic acid, formic acid, carbon dioxide, and molecular hydrogen.
- 4th phase: Methanogenesis
Methane is produced via two pathways: the catabolism of acetic acid and the reduction of carbon dioxide using hydrogen as an electron source.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

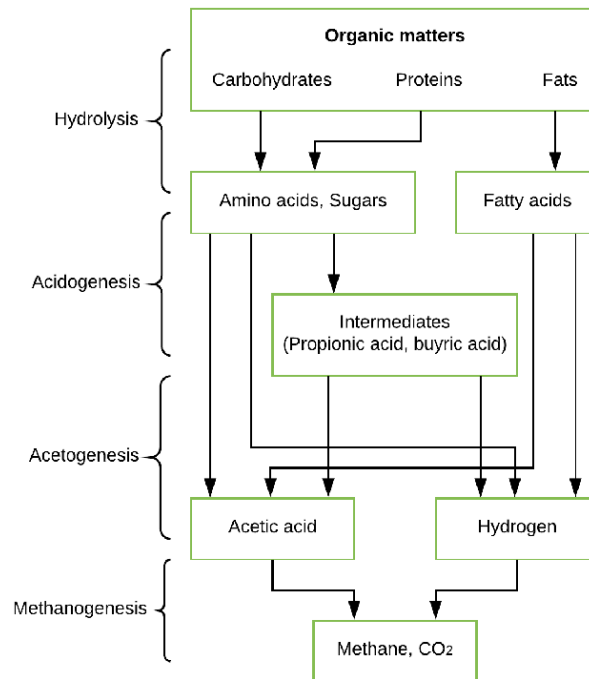


Figure 3: The Chemical Processes involved in Anaerobic digestion process

5 PROJECT TECHNICAL DESCRIPTION

The plant will be composed of the following sections:

1. Feedstock Receiving and pretreatment
 - Traffic, feedstock receiving and storage
 - Dilution and pre-processing
 - Digester buffer tank
2. Anaerobic Digestion
 - Anaerobic digestion tanks
3. Nutrient recovery system
 - Digestate dewatering
 - Ammonia stripping
4. Digestate Management
 - Solid Digestate
 - Liquid Digestate
5. Biogas line
 - Biogas storage

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

- Biogas cleanup
- Upgrading to RNG
- Safety flare

6. Utilities production

- Electric and thermal energy
- Water
- Compressed air

7. Auxiliary Facility systems

- Stormwater Management
- Grading and Excavation
- Leachate collection
- Septic

Civil drawings indicating the building profiles are attached in the *ProjectCivilDrawings* folder.

Here follows a detailed description of the processing areas:

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

5.1 Feedstock receiving and pretreatment

5.1.1 Traffic, feedstock receiving and storage

The facility operations are designed to be operated according to the following schedules:

- Operating days with crews on site and/or deliveries: Monday to Saturday, 7.00 am to 7.00 pm
- Operating days of the biodigester: 7/24, 365 days per year

Manure is delivered by trucks to the facility's reception with different type of trucks, depending on the hauling company that delivers the feedstock: Tractor with semi-trailer, A-Train, B-Train configurations are anticipated. Trucks may vary in size and capacity, typically ranging from 24 to 30 tonne trucks.



Figure 4: Different kinds of manure hauling trucks; some have manure spreaders attached at the rear

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

No additional road traffic is expected to result from fresh manure deliveries to the facility, as the biodigester is directly connected to the feedyard, keeping all manure transport off public roads.

Digestate removal will utilize existing road infrastructure. In traditional manure management without a biodigester, manure is removed from the pens three to four times per year, causing peak traffic, intersection congestion, and added strain on roads. Because of the efficient conversion of carbon into renewable natural gas by the anaerobic bacteria, the average manure tonnage of 190,000 per year, will be reduced to only 97,440 tonnes per year of solid digestate, representing approximately a 50% weight reduction. Additionally, the biodigester’s continuous operation (together with the ability to stockpile digestate when not required on fields) is expected to significantly reduce peak traffic by spreading the transportation of the digestate to farm fields over several months.

An average of 20-25 trucks per day (on a 5 day a week basis) will remove solid digestate from the facility over an eight-month window to avoid transportation during spring when roads are more exposed to damage by heavy vehicles. This approach is expected to drastically reduce road maintenance costs incurred by the County, both because of total tonnage reduction as well as avoiding spring time when conditions for transportation are more restrictive. Traffic outside the facility will follow similar haul routes as the current practices and based on nutrient management plans for the land application of nutrients.

Seasonal factors like precipitation and climate may affect manure and digestate volumes. Truck numbers may also vary depending on manure quantity and differences in truck models and sizes.

On arrival, deliveries are weighed and sampled to determine energy content. Following the initial registration procedures, the trucks drive up to the maneuvering area in front of the receiving building.



Figure 5: Left to right; an example of a weigh station and reception building

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

The reception building is equipped with two roll-up doors and the vehicles will reverse into one of the available receiving bays. The door will be opened, and the truck will be maneuvered to discharge the manure onto the tipping floor. The tipping floor has a storage capacity of approximately 2 days. In order to reduce odour emissions, the roll-up door will immediately be closed once the feedstock off-load is completed.



Figure 6: An example of a reception building with four roll-up doors

The Project will also contain an outdoor manure overflow storage area to provide operational flexibility. It is anticipated that this outdoor storage will be used to stockpile inventory in the following situations:

- in anticipation of freezing conditions where truck traffic might be restricted;
- in anticipation of holidays or festivities;
- to accommodate pen cleaning operations at the feedyard during herd replacement or extreme weather conditions;

The inventory stockpiled in the overflow storage area will be delivered inside the reception building by means of a wheel loader dedicated to the operation.

5.1.2 Dilution and pre-processing

The reception building is equipped with an overhead bridge crane for automatic pick-up and feeding into the pre-processing system.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

The feedstock preparation system is composed of a set of loading hoppers that deliver the feedstock into the dilution and grinding equipment, which are designed to prepare a homogeneous slurry for processing in the anaerobic digestion tanks. The feedstock preparation system is fed with liquid digestate recycled from the end of the process as well as fresh water added according to process needs. All the liquids are blended into the dilution buffer tank and pumped to the pre-processing system to dilute the incoming materials. To ensure proper handling and control over the mixture composition, a metering or feeding mechanism is employed to accurately measure and feed the desired quantity of manure into the mixing process.

5.1.3 Digester buffer tank

The discharge of the feedstock preparation system is sent to the digester buffer tank. The buffer tank further homogenizes the feedstock and feeds the resultant diluted mix to the digesters. This tank allows for equalization between the different digesters' feeding cycles and the operation of the pretreatment system.

5.2 Anaerobic digestion section

Anaerobic digestion is performed inside of enclosed tanks (anaerobic digesters) where biogas is produced from the bacterial decomposition of organic matter. To maintain a stable equilibrium and a reliable process that maximises the gas production, a heating and mixing system are installed.

5.2.1 Anaerobic digestion tanks

The facility comprises multiple digester tanks where the bulk of the biogas production takes place. The digesters are operated with carefully controlled parameters to maximize the degradation of the organic materials and subsequent production of biogas. The primary digesters will operate under mesophilic conditions at 40°C, the optimal temperature for the anaerobic bacteria to grow.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved



Figure 7: Example of anaerobic digesters and associated heat exchangers

The digesters are sized on the basis of a retention time of more than 30 days and they are constructed with bolted steel panels, with a concrete bottom, and insulated cladding to reduce heat loss. The primary digester will be equipped with an external heating system to maintain the process temperature at optimal levels.

5.2.2 Heating System

The heating system for the Project is designed to operate efficiently and reliably. Equipment redundancies and a modular design allow for easy maintenance in the event of failures or malfunctions in the system. Servicing can be carried out by isolating the heat exchanger from the process, without the need for shutting down and emptying the digester, a problem common to traditional internal heating systems. A tube-in-tube heat exchanger is used for the digester to obtain efficient heat transfer while minimizing construction and clogging in the system. Figure 8. shows a typical example of a tube-in-tube heat exchanger installed in a biogas plant.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

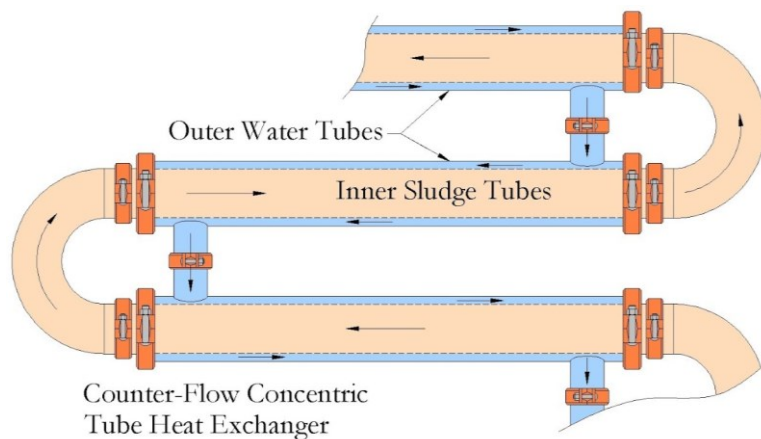


Figure 8: “Tube in tube” heat exchanger

This type of heat exchanger is composed of two concentric tubes, in a counterflow arrangement in which the two fluids flow in opposite directions at different temperatures. Hot water from the boiler unit and CHP exhaust is used as the service fluid and will flow through the outer pipe, transferring heat to the inner pipe. The incoming water temperature will be between 70°C and 90°C. To minimize heat losses, the pipes will be insulated.

The inner pipe is fed with feedstock material combined with recirculated contents from the digester (digestate, or organic matter in the process of degradation). The recirculated digestate is pumped through the heat exchangers with lobe pumps before being returned to the digesters.

PLC and SCADA systems will be used to monitor and manage optimal temperatures for the anaerobic organisms.

5.2.3 Digester Mixing System

Mixing in the digesters will be carried out by one vertical mixer per digester, which ensures complete and even mixing of the organic material. The vertical mixers, placed on the roof of the tank, are composed of a vertical shaft equipped with an engine and driving geared motor. In addition to mixing, they will also break up any foaming on the surface. This will ensure optimal mixing of the digester content, optimal biogas yields, and prevention of overflow from foaming.

By minimizing dead zones, the mixing system will maximize digester retention time and allow for a high degree of efficiency in the anaerobic digestion process. Furthermore, it will minimize sediment build-up in the tank by keeping fine material suspended.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

The digestate portion will be discharged from digesters to the dewatering system using lobe pumps. The intake pipes are located nearby the bottom of the tank to allow for the continuous removal of coarse and/or inert material that may have settled inside the tank.

5.3 Nutrient Recovery System

After anaerobic digestion, the digestate portion is further processed into solid and liquid fractions with various process units to manage the nitrogen and phosphorous loads. Managing these nutrients is crucial for the use of digestate as land application. Some of the liquid fraction is also used to recycle water in the process, thereby lowering water demand. Digestate is managed through the following processes:

- Primary Solid/Liquid Separation system with screw presses
- Secondary Solid/Liquid Separation with centrifuge
- Ammonia Stripping (NH_{FREE} System)

5.3.1 Primary Solid/Liquid Separation with screw presses

Digestate exiting the reactor is processed by an array of screw presses which are located inside of a mechanical room, protected from the elements to extend the lifetime of the equipment and protect them from the harsh winter conditions. The screw press is a physical separation system with the following operating principle:

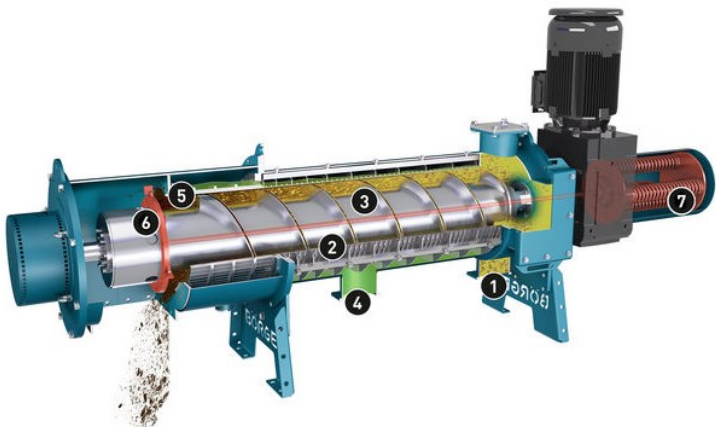


Figure 9: A screw press separates the bulk solids from the liquid phase

The digestate to be separated find their way through the inlet opening (1) into the dewatering vessel. The outer cylinder is separated from the auger (3) by a mesh wire screen (2). The auger has a connection to the drive. The digestate flows into the screen area next to the drive. The liquid flows through the mesh wire

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

screen (2) into the outer vessel area. The liquid drains through the liquid outlet (4) and it is sent to the secondary dewatering phase.

The solid contents remain on the screen surface. Solids are conveyed into the press channel (5) by the rotating auger (3). Powerful subsequent dewatering takes place in the press channel (5). The rotating auger has a multi disc (6) (sealing disk), which can be shifted in axial direction, at the non-drive end. The adjusting unit (7) presses the multi disc against the auger and the compressed thick matter plug. The solid phase drops onto the digestate storage pad where it is stored until the farming season allows for land application.

5.3.2 Secondary Solid/Liquid Separation with centrifuge

Centrifuges, unlike screw presses, create centrifugal force to separate solids and liquids. Typically consisting of a horizontal bowl which continuously turns at a high velocity, centrifuges have a conveyor which rotates at a slightly different speed than the bowl; conveying cake to one end of the centrifuge for discharge, and centrate on the other end.

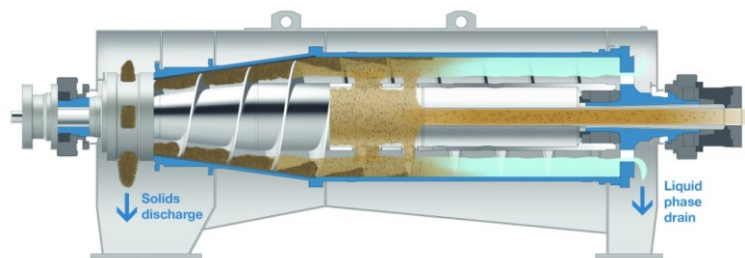


Figure 10: A centrifuge further separates finer solids from the liquid phase

The centrifuge is located in the same mechanical room with the screw presses. The digestate is pumped to the centrifuge by a lobe pump. Once separated, the cake is gravity fed onto the digestate storage area, whereas the liquid effluent called centrate is pumped to the buffer tank for distribution into the downstream processes. From the buffer tank, the liquid is directed to the following sections:

- Dilution buffer tank
- Ammonia stripping process
- Liquid digestate storage lagoon

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

5.3.3 Ammonia stripping system

The ammonia stripping process involves the removal of ammonia (NH₃) from the liquid fraction of the liquid digestate which is pumped from the buffer tank into this section of the Project. The process typically involves the following steps:

- Digestate heating: the temperature of the liquid digestate is increased up to 60-70 C to improve process efficiency
- Ammonia Stripping: ambient air is introduced into the ammonia stripping tank by a blower. The air captures the free ammonia in the liquid digestate, which leaves the tank from the top.
- Ammonia scrubbing: the air, rich in ammonia, is processed into a wet scrubber where the ammonia reacts with sulfuric acid to generate ammonium sulfate, a highly valuable liquid fertilizer. The resulting air, free of ammonia, is then vented from the stack of the wet scrubber
- Ammonium sulfate storage: a dedicated storage tank is provided to store the ammonium sulfate to accommodate the deliveries of the product to the farmers.



Figure 11: An Ammonia stripping system to pull out excess nitrate

5.4 Digestate management

Liquid and solid digestate is nutrient rich and will be used as fertilizers by farmers for land application purposes. Solid digestate may be transported farther due to its nutrient density while the liquid digestate must be applied closer to the Project site.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

5.4.1 Solid digestate

Solid digestate will be stored on a digestate storage pad. The storage pad is designed to hold up to 5 months' worth of solid digestate as the farmers are expected to backhaul digestate to their fields to save on transportation costs. Land application of solid digestate can be performed using the same equipment as currently in use. The nutrient composition and the density of the digestate is within the limits of existing equipment to land apply using vertical beaters.

5.4.2 Liquid digestate

Liquid digestate will be stored in a liquid digestate lagoon. The lagoon will have a storage capacity sufficient to hold the sum of

- 9 months' worth of liquid digestate;
- the annual rainfall onto the facility footprint (inclusive of a 1:100 year rainfall event) as stormwater management;
- the secondary confinement for the Project;

The digestate pond is lined with an HDPE plastic bottom liner as well as LDPE top cover to prevent ammonia losses and odours. Liquid digestate will be applied by irrigation line or drag hose system to the surrounding farmlands.



Figure 12: Empty Lagoon with liner

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

5.5 Biogas Line

The biogas produced in the anaerobic digesters will be conveyed by pipe to the biogas pre-treatment (i.e. desulfurization and condensate removal) and upgrading processes. In case of shutdowns or excess biogas production, an emergency safety flare is installed to ensure that no gas is vented into the atmosphere.

5.5.1 Biogas Collection system

The biogas produced in the anaerobic digesters is collected from the headspace of the tanks and piped towards the biogas treatment system. The collection system operates at low pressure (10-25 mbar) and a ground-mounted gasholder provides operating flexibility to the gas treatment system.

The gasholder is designed to regulate pressure in the biogas line ensuring consistent flow of gas is maintained in the process. A double-membraned system is used for better process control and for reduction of biogas losses compared to a single membrane system.



Figure 13: biogas gasholder with 2-layered membrane

The biogas produced by the anaerobic process is a mixture of approximately 55% CH₄, 45% CO₂ with minor trace components such as N₂, O₂, H₂S and VOC which will be removed by the pretreatment system before being processed by the upgrading unit.

5.5.2 Biogas Cleaning

Biogas contains hydrogen sulfide (H₂S) which is removed prior to the gas upgrading equipment to avoid damage to the mechanical components. To remove H₂S, the biogas passes through two 2-stage scrubbing columns. The scrubbing solution is sodium hydroxide and an additive based on iron salts which flows counter to the biogas. Biogas will move upwards in the column and sodium hydroxide will be sprayed downwards.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

The columns are usually filled with plastic media that have a high specific surface area. This allows for a very high contact surface between the biogas and countercurrent flow of sodium hydroxide solution.

The washing solution is then sent to an adjacent tank for regeneration, to lower the chemical consumption for the gas cleanup. The regeneration occurs by bubbling air into a rectangular tank to oxidise the sulfur which is then removed by gravity separation into a traditional clarifier. The elemental sulfur is then sent to the digestate storage lagoon to increase the fertiliser value of the liquid whereas the biogas, clean from H₂S, is sent to the gas upgrading system.



Figure 14: A two-stage H₂S scrubbing system

5.5.3 Biogas Upgrading

The process gas is compressed and treated in the following sequence:

H₂S and VOC polishing

The raw biogas first passes through a blower where the gas is compressed at 100 mbar, providing a positive pressure and conveying the gas into the H₂S and VOC polishing unit. This system is composed of two vessels containing a granular media where H₂S and VOC are captured and converted into a non-hazardous compound which is disposed of via third party service once the vessels are fully saturated.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

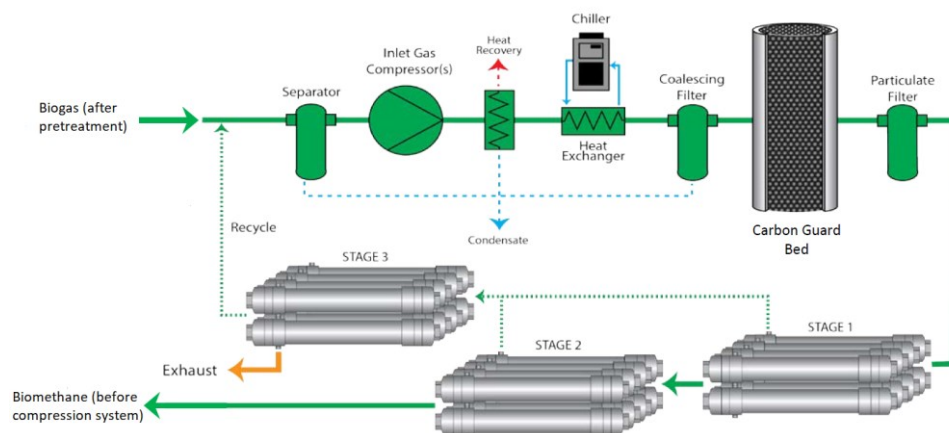


Figure 15: Multistage polishing ensures that biogas meets standards for injection

Compression and dehydration

Here the gas is compressed to the optimum process pressure and dehydrated to the optimum temperature and humidity level to maximize efficiency and performance of the membrane upgrading process.

Membrane Upgrading

The membrane biogas upgrading system includes three stages of permeable membrane filters installed in a container with all associated interconnecting stainless-steel piping, VFD driven exhaust gas vacuum blowers and PLC controls. The membrane filters use the principle of selective permeation. Smaller molecule gases such as carbon dioxide (CO₂), oxygen (O₂) and water (H₂O) selectively permeate (pass through) the membrane while larger methane (CH₄) and nitrogen (N₂) molecules do not.

The result is a separation of CO₂, O₂ and H₂O from the CH₄ and N₂. The gas first passes through the Stage 1 membrane where the bulk of the CO₂ is separated. The gas then passes through the Stage 2 membrane, where the remainder of the CO₂ is separated, resulting in high purity RNG at the outlet. To maximize methane recovery, the rejected gases from Stages 1 and 2 pass through a third stage of membranes to recover any methane. The methane at the outlet of the Stage 3 membranes is reinjected upstream of the raw gas compressor, and the exhaust is released to atmosphere.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved



Figure 16: Membrane system

Booster Compressor

Finally, the clean and dry gas passes through the reciprocating booster compressor where it is compressed to the required pipeline injection pressure and then cooled using an ambient air aftercooler.

Metering station

Before being injected into the gas pipeline, the RNG is metered, and the quality is checked by the pipeline operator to ensure compliance with quality specifications. In case of noncompliance, the gas is returned to the gas upgrading system for further polishing; otherwise, it is injected into the pipeline.

5.5.4 Emergency Flare

During maintenance activities of the gas upgrading unit, in case of shut downs or power outages, plant start-up and unforeseen events, the biogas is flared with an emergency safety flare. The system is linked to the biogas line pressure through the system programmable logic controller (PLC).

When the flare is in operation, the temperature and the flow rate of biogas is monitored continuously, and the combustion air flow rate is automatically adjusted for these conditions. The safety flare will be able to dispose of the entire biogas flow if needed.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved



Figure 17: Example of a safety flare

The burner will be a natural draft burner and will consist of:

- Pilot light with thermocouple, powered with natural gas
- Manual shut-off valve
- On-off valve controlled by the operation logics of the system
- Flame arrester
- Supply pilot line complete with on-off block valve
- Sample intake
- Pressure indicator

5.6 Utilities and chemicals

The Project has been carefully designed to minimize the consumption of external resources through the adoption of the following technologies:

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

5.6.1 Electrical and thermal energy

The Project includes a cogeneration unit (CHP) for the combined production of electrical energy and thermal energy which will be both used in the anaerobic digestion process. The CHP has a nameplate capacity of 1.56 MW and it is maximising the waste heat recovery from the oil jacket as well as the exhausts.



Figure 18: Cogeneration System supplies both thermal and electrical energy

To fulfill peak demand from the equipment, a dedicated power line connection is available from Fortis Alberta. Also, in case of downtime of the CHP and to ensure maximum reliability of the system during cold winters, a back up boiler powered with natural gas is available in stand-by.

Both the grid connection and the boiler are sized to maintain production when the CHP is out of service.

5.6.2 Water

Water for the Project is broken down into 3 categories:

- Dilution water: this water is used for feedstock dilution, and it requires a screen filtration before being used by the system. This water will be sourced as described in [section 3.2](#).
- Industrial water: after the filtering system, this water is further processed with a water softener to comply with the equipment quality requirements. This water will be sourced as described in [section 3.2](#).
- Sanitary water and potable water: Water is purified on site with a prepackaged system for office use that will be installed inside the office to provide water for the employees working at site.

5.6.3 Compressed air

A dedicated air compressor with accumulator is installed on site to provide compressed air to the project.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

5.6.4 Chemicals

The Project uses the following chemicals:

- Anaerobic digesters - antifoam dosing
- Biogas washing towers – Caustic soda and ferric solution
- Ammonia stripping system – Sulfuric acid at 93% diluted to 50%
- Water treatment system: Sodium chloride for the regeneration of the water softener’s resins

Chemicals will be stored in IBC (Intermediate Bulk Container) totes, or vertical tanks depending on the type of chemical and the quantities used:

IBCs are useful for transporting and storing small quantities of bulk liquid. The IBC is typically made of polyethylene resin and comes equipped with a steel cage and pallet, features that make these tanks useful for storing hazardous chemicals. The storage, preparation, and dosage of chemicals from IBCs will take place inside the chemical room. The storage area includes housing for dosing pumps and a containment basin to capture any leaks. The dosing lines will be made of suitable material depending on material compatibility with the chemical.

Chemical storage tanks are designed for storing large quantities of bulk liquids. These tanks are typically HDPE or fiberglass with double wall containment to prevent spills as secondary containment. As with IBCs, dosing pumps are placed close to the tank and lines will be plastic or suitable material depending on chemical compatibility.

5.7 Other Systems

5.7.1 Stormwater Management

All stormwater is contained within the Project footprint. Runoff will be conveyed through the grading of the site, drainage ditches, culverts, and pipes to the digestate lagoon. The collected stormwater, in combination with the liquid digestate, will be stored in the digestate pond and applied to land following nutrient management plans. Stormwater management will meet the requirements of *Guidelines For*

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

5.7.2 Grading and Excavation

A geotechnical study will be conducted to assess the conditions of the soil and probe for the presence of groundwater. Earthworks and excavation will follow the design of the facility with any necessary consolidation of soil. Soil compaction will be conducted where manure is stored per NRCB guidelines to meet secondary containment requirements. Grading of the site will be done in accordance with the stormwater management plan.

5.7.3 Leachate collection

The leachate network refers to the multiple points where potential leachate is collected.

Leachate from the reception and processing area is collected into a dedicated sump and recycled into the dilution buffer tank to dilute the feedstock to minimize water consumption and recover the energy contained in the leachate.

Leachate from the storage areas, mechanical rooms, concrete foundations where equipment is installed is collected into a dedicated sump and sent by gravity or by a pumping station into the digestate lagoon.

Condensate from gas line and gas upgrading system flow by gravity to a dedicated sump located near the biogas scrubbers and is pumped into the lagoon.

5.7.4 Septic

Septic will be constructed following appropriate guidelines such as *Alberta Private Sewage systems, Standard Practice 2021*. A conventional septic system collects the wastewater from toilets and drains located in the office. It retains solids and scum in a septic tank and pipes the liquids to a septic drain field. The septic tank system operates as follows:

- Wastewater from toilet, shower, sinks, washing machine, and dishwasher runs into a main drainage pipe that leads to the septic tank
- Solid materials sink to the bottom of the septic tank and form sludge
- Fats, oils, and greases float to the top of the septic tank and form scum
- Anaerobic bacteria feed on organic wastewater pollutants
- Liquids pass through an effluent filter near the outlet of the septic tank
- Filtered liquids flow through a pipe that leads to the septic drain field

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

- Perforated pipes in the drain field allow wastewater to seep into a layer of gravel



Figure 19: Septic tank setup

6 EMISSIONS

The Project will generate emissions to process the manure and maintain the AD process and RNG upgrading. Air dispersion models are done using historical wind and weather conditions as well as ground terrain that are combined with the facility's emissions to evaluate the impacts against the base line ambient air conditions using reference from [AAQOs](#). EPA will perform this evaluation as part of the Industrial Approval process.

Emissions are composed of 2 categories: point and fugitive emissions. Point sources are considered constant sources of emissions whereas fugitive emissions are intermittent and more nuanced in the modelling assumption. Air dispersion models are often done from a conservative standpoint. An example is the flare; it should be considered a fugitive emission as it shouldn't operate under normal conditions but is often modelled as point source to show its impacts per AER guidelines (directive 60).

The Project will implement various design considerations to further minimize impacts, and will also conduct an odour modelling study to evaluate the impact of the facility as part of the air dispersion modelling. Overall the Project is expected to reduce the overall odour impact as the decomposition of manure is taking place in an enclosed environment.

6.1 Point sources

The emission sources of the Project consist of:

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

Point Emission Sources:

- Cogeneration unit
- Safety flare
- Boiler
- Dewatering
- Reception Building

Emissions from these point sources will be products of combustion (NO_x, SO_x, PM) as well as H₂S and NH₄. The stack associated with the biogas upgrading equipment is not considered an air emission point source; CO₂ and CH₄ are the effluent emissions and are not regulated by AAAQOs; they are emissions that are regulated through legislation such as the [Clean Fuels Regulation](#) that implement the federal carbon tax.

Fugitive Sources:

Emissions from manure may be considered fugitive as they enter the reception building; however, it is important to consider that manure existing storage practices generate equivalent emissions and the facility will divert manure to the digester tanks which are closed systems, resulting in a net reduction in emissions. Emissions from transportation are not considered fugitive as they are negligible. Moreover, manure management and hence, transportation, would still occur with current practices.

6.2 Odour Reduction and Control

Enclosed process:

The [Reception building](#) where manure is deposited is designed with fast rollup doors such that the manure is not exposed to wind drift or uncontrolled environmental emissions. This approach will greatly reduce the amount of feedlot manure stockpiled outdoor at Chinook's manure laydown area, hence reducing the overall odor impact of the feedlot operation.

Scrubber Towers and Polishing:

The [biogas cleaning line](#), is where the odorous compounds in the biogas are captured. H₂S is removed in 2 stages by the wet scrubbing tower. The bulk of H₂S is removed in this stage. Subsequently, the biogas enters a [polishing column](#) where the remaining H₂S and VOCs (volatile organic compounds) are removed.

Steel Top Digesters:

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

The Developer's experience in the biogas industry has led the company to the adoption of steel top roofs as opposed to gas membrane covered roofs. Figure 7 in [Section 5.2.1](#) illustrates this. Membrane topped roofs serve the same function as the gas holder in [Section 5.5.1](#) but require maintenance and replacement (typically every 7-10 years). Replacement of these gas holder tops may generate significant odour events without proper maintenance plans. Moreover, the time to replace these tops directly impacts revenues as biogas is not generated. The Project's gas holder is a separate entity that can be bypassed during maintenance and replaced avoiding potential odour issues. The design of the anaerobic digesters is such that they never need to be opened, avoiding potential odour events.

Digestate Lagoon covered with top liner:

The Project will utilize a covered lagoon approach as mentioned in the section above. This will both preserve ammonia that would otherwise be volatilized and prevent the release of odors. Ammonia is an odorous compound that tends towards the gaseous phase. The top liner is impermeable similar to the design of biogas lagoons.

Safety flare:

During the events described in 5.5.4, the flare combusts the biogas, avoiding direct venting into the atmosphere and destroying the odorous compounds present in the gas.

7 PLANT SAFETY

7.1 Public safety

The facility will be designed, constructed, and operated to meet all applicable health and safety standards, codes, and regulations. Detailed health and safety plans, emergency response plans, operations plans, shutdown keys, alarm systems, and control narratives are also being developed to ensure the safe operation of the facility.

Access to the facility will be limited to operational personnel and approved third-party personnel. The site is fenced and restricted access to the facility will be maintained through a controlled entry point.

7.2 Signage

The plant will be equipped with signs that describe operations performed in each area and, based on the risks involved, the potential dangers and safety precautions required to be taken.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

Four different types of signs will be used:

- **Horizontal signs:** For traffic route management, vehicle transitions, walking paths, and handling of materials.
- **Vertical signs (pole mounted):** For road regulations and dangers, including speed limits, area access restrictions, weight limits, and other hazards.
- **Wall signs:** For identifying equipment, its use, and hazards. The signs will show the TAG of each piece of equipment, a description of the intended use of the area, the hazards present, PPE use requirements, and the location of the nearest safety and emergency devices (eyewash, shower, first aid).
- **Fire warning:** For identifying equipment and procedures to be used in case of fire (e.g. fire extinguishers, fire hoses, fire-fighting equipment).

7.3 Ladders and railings

Fixed ladders will be constructed and maintained to withstand the maximum loads (e.g. use during emergency conditions). Steps will have treads and risers, dimensioned for ease of use and to meet regulations. The top and bottom of fixed ladders and their landings will be equipped with railings or equivalent protection.

7.4 Piping Colour

Plant piping will be marked by coloured labels which identify the fluid inside according to applicable standards.

7.5 Alarms

Alarms caused by mechanical, or process faults will be displayed on the control desk SCADA in the control room. Alarms will follow a standard colour scheme for normal, warning, and alarm operations. In addition, auditory warnings accompany each visual alarm.

- **Green light:** The process is operating normally.
- **Orange light:** The process is operating under abnormal conditions (pre-warning)
- **Red light:** The process is operating outside of operating conditions (alarm)

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

7.6 Electrical grounding system

The ground network will be built using cables with PVC insulation and/or copper-bounded steel rods (electrodes). The ground network will be designed such that the voltage to the ground at any one electrode in the network does not exceed 65V (under normal conditions).

7.7 General protection switch

In case of emergency (e.g. fire), the entire facility will be disconnected from the electrical network.

7.8 Safety Flare

For a detailed description of this safety equipment please refer to Section 5.5.4

7.9 Emergency vents and hydraulic guards

In the event of biogas overpressure, the digester is designed with multiple safety systems. It will be equipped with a mechanical overpressure valve, vacuum breaker valve and flame arrester. Biogas venting is not anticipated to be part of regular operation as the emergency flare is designed to handle 100% of the biogas production.

A liquid overflow system will be installed to allow emergency overflow of liquid from the digester. The digester overflow is protected with a hydraulic guard designed to protect the structure of the digester and prevent biogas escaping from the overflow system. In the event of overpressure, this measure is secondary to the overpressure hydraulic guard in the downstream biogas line and would be activated in the event of a downstream gas line blockage.

7.10 Plant start-up

During the first filling of the digester tank, the air contained in the headspace of the digester is vented because it doesn't contain enough methane to be flared. This practise is anticipated to last for several hours during the first filling of the tanks and it stops as soon as the methane concentration in the biogas achieves flammable concentration. During the plant start-up, the feedstock load to the digesters is slowly increased and the rate of biogas production will grow proportionally. The biogas produced will be flared until the feedstock loading is high enough to sustain a biogas production rate of at least 50% of the design value. This is the minimum quantity required to operate the gas upgrading system.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

7.11 Fire

In the event of fire, emergency responses and procedures are activated to isolate and shut down various components of the plant, including the power supply to the upgrading unit. Only the safety flare will continue operation to ensure no biogas is accumulated in the system.

7.11.1 Water Supply and Hydrants

Following the National Building code (AB Edition), the facility will ensure that 790 m³ of water will be accessible at all times for firefighting purposes. The Project is in discussion with Chinook and may access their water pump for fire suppression purposes or erect a water cistern with a hydrant.

8 ADDITIONAL CONSIDERATIONS

8.1 Lighting

Lighting needs will be determined after plant design is finalized. Placement and intensity of lighting will be based on plant layout and surrounding structures and will respect local regulations such as the *Dark Sky* Bylaw.

8.2 Land Reclamation

As part of the [EPA approval](#), the Project is required to have a reclamation plan as a condition precedent to operating the facility and the Developer will be required to post and maintain financial security for indicated reclamation costs. The Project will create and estimate financial security costs when factors such as excavation and concrete volumes are indicated and develop a reclamation plan as the Project approaches construction.

8.3 Noise

The Project will ensure that noise emissions are minimized following the considerations of the [AUC rule 012](#): Noise Control. The Project may consider sound proofing walls, mufflers or enclosing equipment to minimize noise emissions.

00	July 16th, 2025	Foothills County LUB	CJI	NTL	DAC
Rev.	Date	Reason for issue	Drafted	Checked	Approved

APPENDIX C: FOOTHILLS COUNTY PUBLIC WORKS REFERRAL RESPONSE



FOOTHILLS COUNTY

309 Macleod Trail, Box 5605

High River, Alberta T1V 1M7

Phone: 403-652-2341

Fax: 403-652-7880

www.FoothillsCountyAB.ca

25R051 (Chinook Feeders 2024 Ltd.): Engineering Review
REVIEW BY: Patrick Antle
DATE: August 28, 2025

Site Access and Hauling

- Existing access and internal roadways are proposed to be used for this development
- Majority of the manure is expected to come from Chinook; however, the facility is open to receive livestock manure from other farms in the vicinity of the facility.
 - Farmers are expected to backhaul digestate for application to fields to save on transportation costs
- A reduction of approximately 50% of current truck traffic is expected once in operation, and will be hauling solid digestate as opposed to manure
 - Average of 20-25 trucks per day over an 8 month window is proposed, to avoid transportation during spring when roads are more susceptible to damage by heavy vehicles
- Signage is mentioned under 7.2, if any are proposed to be installed within Foothills County road allowances, approval from council will be required for any regulatory signs

Water:

- All water requirements for the operation of the facility are to be sourced from Chinook's effluent pond, which collects runoff from the feedlot.
- Report indicates that 790 m³ of water is to be accessible at all times for firefighting purposes
 - Water firefighting capacity to be sized appropriately according to site requirements and confirmed by the designing engineer
 - Discussions ongoing with Chinook regarding access to their water pump, failing this a pond or cistern will be required

SWMP & Grading:

- All stormwater is contained by the digestate lagoon, and is to be conveyed through site grading, drainage ditches, culverts, and pipes
 - SWMP/lot grading and drainage plan stamped by a professional engineer to be provided
 - Also will meet the requirements of '*Guidelines for secondary containment for above ground storage tanks industrial waste and wastewater branch Alberta environmental protection*'
- The pond is sized to contain 9 months worth of liquid digestate with storage for a 1:100-year rainfall event.
- Pond also acts as a secondary line of defence in the event of leaks/failures
- The pond will be lined with a HDPE bottom liner as well as an LDPE top cover to prevent ammonia losses and odours
- Geotechnical study to be conducted to assess soil conditions and groundwater
 - Soil compaction is to be conducted where manure is stored as per NRCB guidelines to meet secondary containment requirements
 - Will require the report to be stamped by the engineer.

Construction Drawings and As-builts:

- IFC plan required to show entire site, including grading and stormwater management infrastructure
- As-builts will be required upon completion along with a letter of conformation from an engineer for all site grading and SWMP.

Regards,



Patrick Antle
Engineering Technologist
Foothills County
Direct (403) 336-7253

APPENDIX D: PROPOSED BYLAW

BYLAW XX/2025

**BEING A BYLAW OF FOOTHILLS COUNTY TO AUTHORIZE AN AMENDMENT TO THE LAND
USE BYLAW NO. 60/2014 AS AMENDED**

WHEREAS pursuant to the provisions of the Municipal Government Act, Chapter M-26 Revised Statutes of Alberta 2000, and amendments thereto, the Council of Foothills County in the Province of Alberta, has adopted Land Use Bylaw No. 60/2014 and amendments thereto.

AND WHEREAS the Council has received an application to further amend the Land Use Bylaw by authorizing a Site-Specific Amendment to the Agricultural District land use rules to allow for an Anaerobic Manure-Only Biodigester Facility as a permitted use and to allow for an exception to the maximum height requirements as follows:

- i Anaerobic Digesters up to a maximum height of 30m;
- ii Accessory building (Biogas upgrading building) up to maximum height of 16m;
- iii Flare Tower up to a maximum height of 16m.

all on Ptn. SE 11-17-27 W4M.

NOW THEREFORE THE COUNCIL ENACTS AS FOLLOWS:

1. Under SECTION 12.1 AGRICULTURAL DISTRICT, the following shall be added under Section 12.1.4 PERMITTED USES on Ptn. SE 11-17-27 W4M:
To allow for an Anaerobic Manure-Only Biodigester Facility and to allow for an exception to the maximum height requirements as follows:
 - i Anaerobic Digesters up to a maximum height of 30m;*
 - ii Accessory building (Biogas upgrading building) up to maximum height of 16m;*
 - iii Flare Tower up to a maximum height of 16m.*

On the lands described as Ptn. SE 11-17-27 W4M (subject lands).

2. This Bylaw shall have effect on the date of its third reading and upon signing.

FIRST READING:

Reeve

CAO

SECOND READING:

Reeve

CAO


THIRD READING:

Reeve

CAO

PASSED IN OPEN COUNCIL assembled at the Town of High River in the Province of Alberta this _____ day
of _____ 20____.

**MISCELLANEOUS PLANNING ITEM
PLANNING AND DEVELOPMENT REPORT TO COUNCIL
SECOND & THIRD READING TO BYLAW 33/2025
September 17, 2025**

APPLICATION INFORMATION		FILE NO. 24R021
	LEGAL DESCRIPTION: PTN. NW 13-21-4 W5M	
	LANDOWNER: Charles Anderson	
	AGENT: Don Holstead – Absolute Surveys Inc.	
	AREA OF SUBJECT LANDS: 39.74 acres	
	CURRENT LAND USE: Agricultural District (A)	
	PROPOSED LAND USE: Country Residential District (CR)	
PROPOSAL: One 7.6 +/- acre CR lot, with an approximate 32.14 +/- acre Agricultural District balance to be consolidated with the adjacent quarter section to the east being NE 13-21-4 W5M in a concurrent boundary adjustment at time of subdivision.		
LOCATION: The subject parcel is located directly east of Parkins Road W & approximately 1.6km east of Hwy 762 and 6.8km northwest of the Hamlet of Millarville.		
DIVISION NO: 3		COUNCILLOR: Barb Castell
FILE MANAGER: Brittany Smith		

PURPOSE OF REQUEST:

Request for Council to provide second and third reading to Bylaw 33/2025.

BACKGROUND:

May 14, 2025: The applicants originally requested the redesignation of two lots being one +/- 7.6 acre CR lot and one +/- 13.1 acre CR lot with a future boundary adjustment consolidating the balance into the east adjacent quarter being NE 13-21-4 W5M. However, Council only granted approval for the +/- 7.6 acre CR lot and subsequent boundary adjustment as per the decision outlined below.

Council granted 1st reading to Bylaw 33/2025 authorizing the redesignation of a portion of NW 13-21-04 W5M from Agricultural District to Country Residential District, in order to allow for the future subdivision of one new 7.6 +/- acre Country Residential lot, with an approximate 32.14 +/- acre Agricultural District balance parcel that would be consolidated with the adjacent quarter section to the east being NE 13-21-4 W5 in a boundary adjustment.

Note: an excerpt from the May 14, 2025 council meeting minutes outlining this decision is included under Appendix B of this staff report.

CONDITIONS TO BE MET AT REDESIGNATION:

All conditions of 1st reading have been completed.

The landowner has advised that the site has been brought into compliance with the Community Standards Bylaw as outlined in condition #2 and has provided proof of such. Photos have been provided within Appendix C of this staff report.

COUNCIL ACTION REQUESTED:

Council is respectfully requested to consider granting 2nd and 3rd reading to Bylaw 33/2025, authorizing the redesignation of a portion of NW 13-21-04 W5M from Agricultural District to Country Residential District, in order to allow for the future subdivision of one new 7.6 +/- acre Country Residential lot, with an approximate 32.14 +/- acre Agricultural District balance parcel that would be consolidated with the adjacent quarter section to the east being NE 13-21-4 W5 in a future boundary adjustment.

APPENDICES:**APPENDIX A:**

LOCATION MAP
REVISED SITE PLAN
ORTHO PHOTO

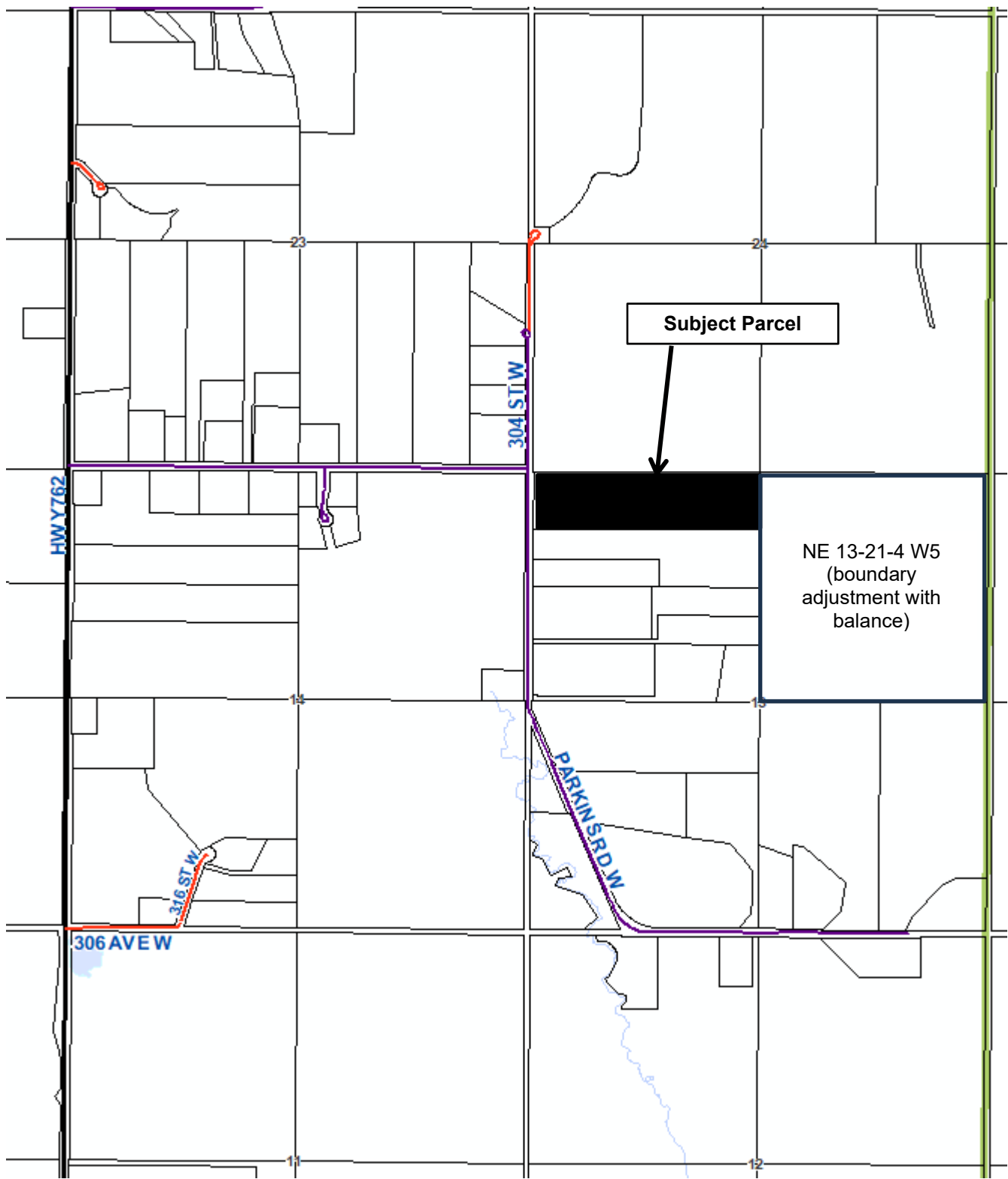
APPENDIX B:

EXCERPT FROM MAY 14, 2025, COUNCIL MEETING MINUTES

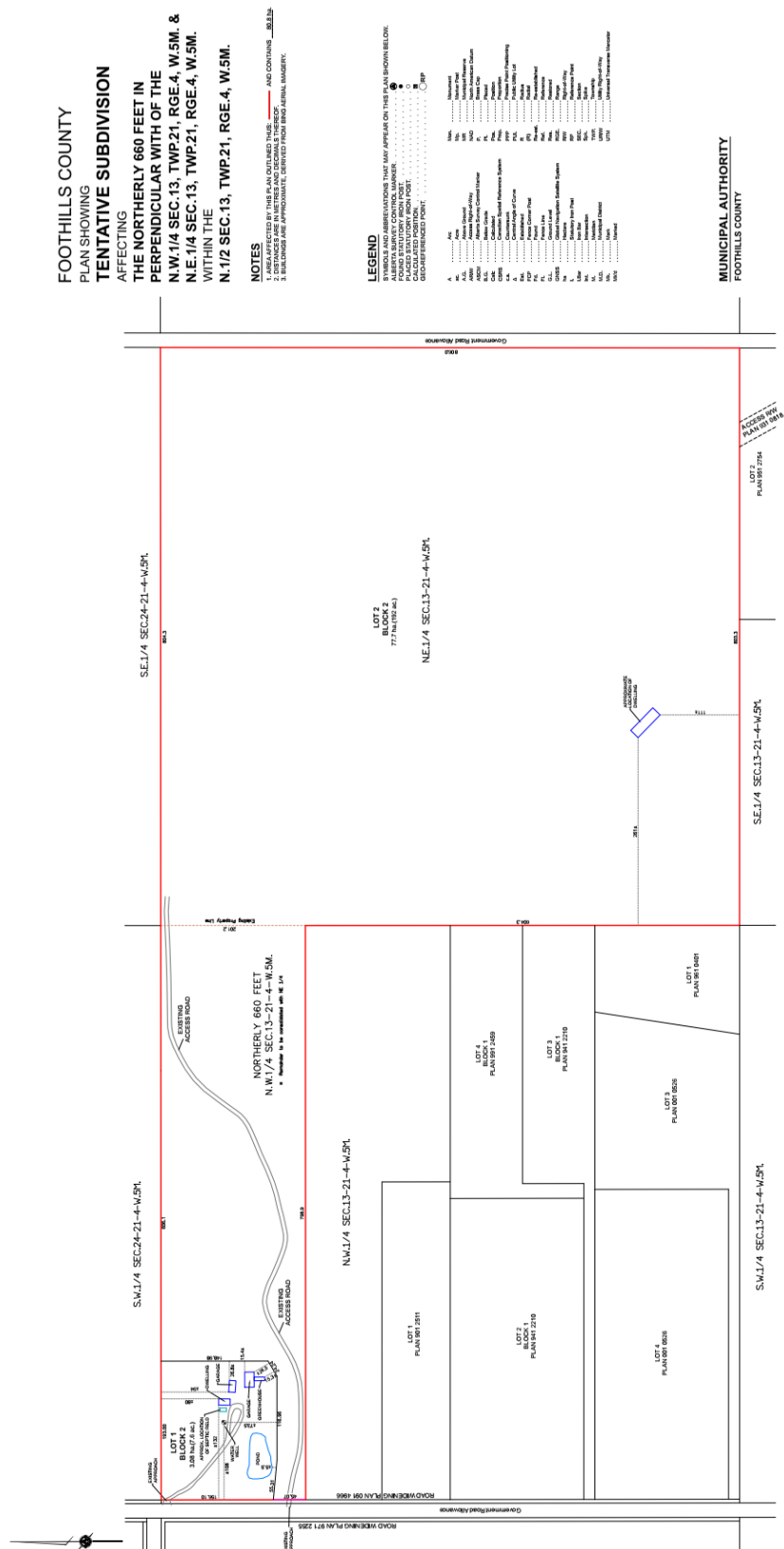
APPENDIX C:

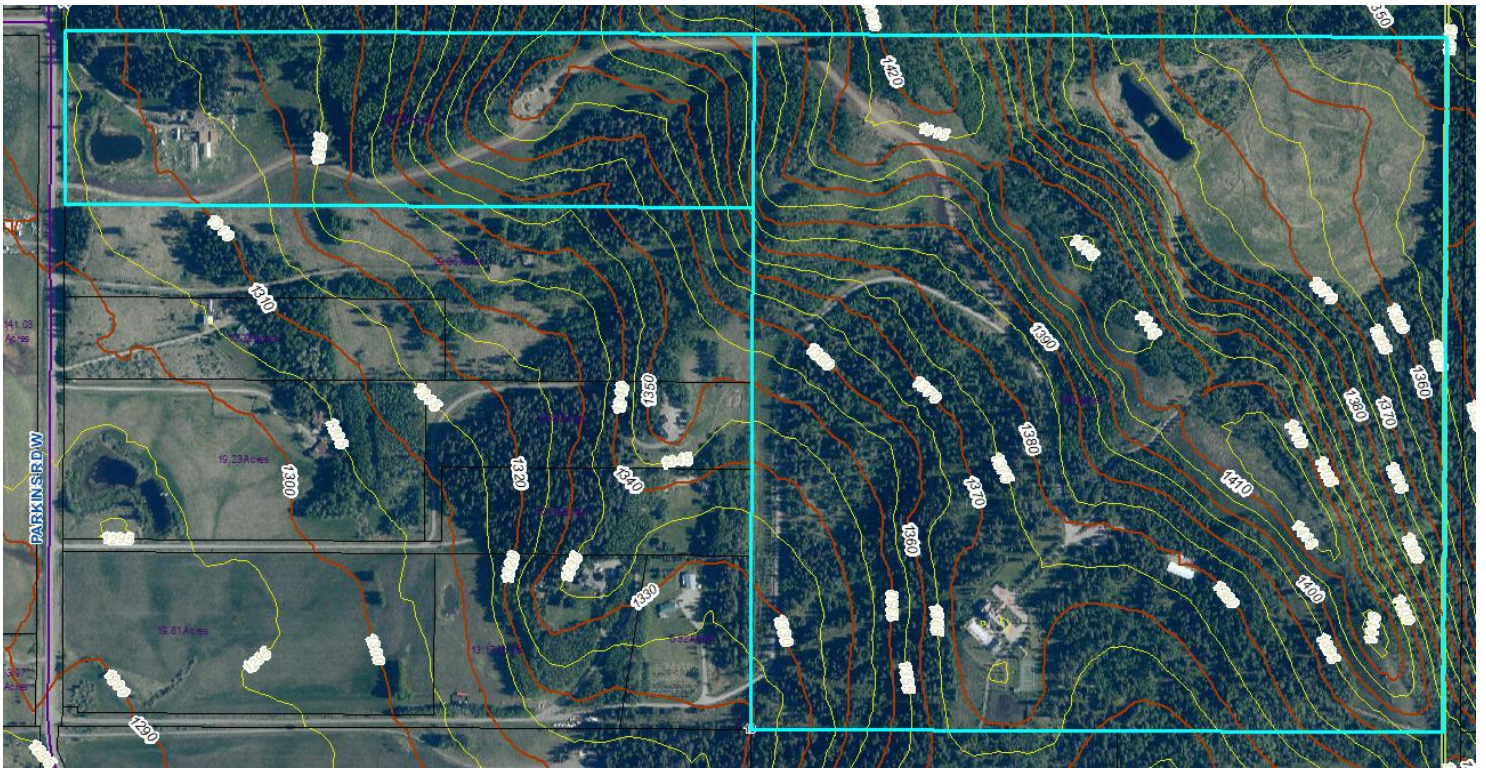
COMPLIANCE WITH COMMUNITY STANDARDS BYLAW

APPENDIX A: LOCATION MAP



APPENDIX A: REVISED SITE PLAN





C.3 1:30 p.m. - Anderson - NW 13-21-04 W5M - Redesignation (A to CR)

D. Holstead was in attendance for the public hearing in connection to the proposed redesignation of a portion of NW 13-21-04 W5M from Agricultural District to Country Residential District in order to allow for the future subdivision of one new 7.6 +/- acre Country Residential lot, and one new 13.1 +/- acre Country Residential lot with an approximate 19.04 +/- acre Agricultural District balance parcel and a future boundary adjustment.

Also in attendance were K. Myers and M. Eberhard.

One letter of opposition was received from K. Myers and M. Eberhard.

The public hearing was closed.

C.3.1 Anderson - NW 13-21-04 W5M - Decision

Bylaw 33/2025

Bylaw 33/2025 was introduced into the meeting to authorize the redesignation of a portion of NW 13-21-04 W5M from Agricultural District to Country Residential District, in order to allow for the future subdivision of one new 7.6 +/- acre Country Residential lot, with an approximate 32.14 +/- acre Agricultural District balance parcel that would be consolidated with the adjacent quarter section in a boundary adjustment.

In consideration of the criteria noted, Council is of the opinion that the application falls within the density provisions and lot size restrictions of the Country Residential District within the County's Land Use Bylaw.

Prior to further consideration of the Bylaw, the following will be required:

1. Landowners are to fully execute and comply with all requirements as outlined within the Municipal Development Agreement for the purposes of payment of the community sustainability fee and any other necessary municipal and on-site improvements as required by Council and the Public Works department;
2. The 7.6 +/- acre parcel is to be brought into compliance with the Community Standards Bylaw and proof of such is to be provided to the County;
3. Final redesignation application fees to be submitted; and
4. Submission of an executed subdivision application illustrating the boundary adjustment and the necessary fees.

Resolution 457

Moved by: Councillor Castell

That Bylaw 33/2025 be given first reading.

THE BYLAW WAS PASSED FOR ONE READING

APPENDIX C: COMPLIANCE WITH COMMUNITY STANDARDS BYLAW

Below is a GIS Mapping Image of the subject parcel leading to Council's condition to bring the parcel into compliance with Community Standards Bylaw.




Below photos were provided by the landowner as proof of parcel being cleaned up and meeting the Community Standards Bylaw



**MISCELLANEOUS PLANNING ITEM
PLANNING AND DEVELOPMENT REPORT TO COUNCIL**

**REQUEST TO:
ACCEPT REVISED SITE PLAN AND PROVIDE 2ND AND 3RD READING TO BYLAW 55/2023
September 17, 2025**

REVISIONS TO SITE PLAN (AS REQUESTED BY COUNCIL AND BY LANDOWNER) AND PROVISION OF 2ND AND 3RD READING TO BYLAW 55/2023, AS AMENDED		
	LEGAL DESCRIPTION: 1. SW 07-22-28-W4M FUTURE BOUNDARY ADJUSTMENT LEGAL DESCRIPTION: 2. Plan 1111914, Block 1, Lot 6, Ptn: SW 07-22-28-W4M	
	LANDOWNERS: 1. Dan and Susan Killam 2. John Callister	
	AGENT: Dobbin Consulting/Jennifer Dobbin	
	AREA OF SUBJECT LANDS: 1. 31.45 acres 2. 4.00 acres	
	CURRENT LAND USES: 1. Agricultural Sub-District "A" 2. Country Residential District	
PROPOSAL: <ol style="list-style-type: none"> 1. Request to Council to consider revisions to the applicant's site plan, whereby the landowners, at the request of Council, have provided a site plan which identifies a building envelope for the proposed new lot, a fully dimensioned site plan, setbacks from the proposed new lot to the existing structures on the adjacent parcels, setbacks from existing structures to the proposed property lines and setbacks from existing structures and the proposed building envelope to the wetlands identified on the property. 2. Request to revise the overall size and configuration of the proposed lot increasing it from 2.62 +/- acres to 3.18 +/- acres which includes the proposed 0.83 +/- acre future boundary adjustment with Plan 1111914, Block 1, Lot 5, for the proposed panhandle to the new lot. 3. Request for 2nd and 3rd reading for Bylaw 55/2023 <p>NOTE: The applicant's Bylaw expires on October 4th, 2025.</p>		
DIVISION NO: 6	DEPUTY REEVE: Don Waldorf	FILE MANAGER: Theresa Chipchase

LOCATION

The subject parcel is located directly east of 80th Street East, 1.5 kilometres north of Dunbow Road, 1.0 kilometre south of the Bow River, approximately 8.5 kilometres northeast of Highway 2, and is 2 kilometres east of the Intermunicipal Development Plan area between the City of Calgary and Foothills County.

PURPOSE OF REQUEST

First reading to Bylaw 55/2023, required the applicants to provide submission of a revised site plan to the satisfaction of Council under the following motion:

“Landowners to provide a revised site plan that shows the building envelope on proposed parcel meeting all necessary setbacks to property lines and the wetland area. The building envelope be illustrated to meet the requirements as outlined in Policy 9 under the Residential section of the MDP2010, to the satisfaction of the Council. The site plan is to be fully dimensioned and include setbacks to structures on adjacent parcels impacted by the new property lines;”

The applicants have provided the requested revisions, for Council’s review and acceptance, within the site plans attached as part of Appendix B and letter of request attached as part of Appendix C.

Additionally, the applicants are requesting Council agree to the provision of 2nd and 3rd reading to Bylaw 55/2023.

NOTE:

The following members of Council were present at the public hearing on October 4th, 2023:

Reeve Miller
Deputy Reeve Waldorf
Councillor Castell
Councillor Alger
Councillor Siewert
Councillor Oel

PARCEL BACKGROUND

October 4th, 2023, Bylaw 55/2023 - Council provided first reading to Bylaw 55/2023 authorizing the redesignation of a 2.62 +/- acre portion of SW 07-22-28-W4M; S990” lying west of East 100” from Agricultural Sub-District “A” to Country Residential District to allow for the future subdivision of one 2.62 +/- acre Country Residential District parcels with an approximate 28.83 +/- acre Agricultural Sub-district “A” balance parcel.

In their consideration of the criteria noted with Agricultural Policy 5 of the MDP2010, Council is of the opinion that the lands are suitable for the intended use and fragmentation of the subject lands would not be detrimental to the overall nature of the area. Further, the application falls within the density provisions and lot size restrictions of the Country Residential District within the County’s Land Use Bylaw.

The new 2.62 +/- acre parcel shall be designated as Country Residential Sub-District “A” to ensure that the recommendations and restrictions as outlined in the building envelopes, lot grading plans, comprehensive site drainage plan, septic disposal evaluations and high water table testing are complied with to the satisfaction of the Public Works department. A completion certificate by a Professional Engineer verifying that all aspects of the noted reports have been met and a \$5000.00 deposit as a pre-release condition to ensure compliance of all conditions of the development permit will be required.

Prior to further consideration of the Bylaw, the applicant will be required to submit the following:

- 1. Landowners to provide a revised site plan that shows the building envelope on proposed parcel meeting all necessary setbacks to property lines and the wetland area. The building envelope be illustrated to meet the requirements as outlined in Policy 9 under the*

Residential section of the MDP2010, to the satisfaction of the Council. The site plan is to be fully dimensioned and include setbacks to structures on adjacent parcels impacted by the new property lines;

- 2. Landowners to fully execute and comply with all of the requirements as outlined within the Municipal Development Agreement for the purposes of grading, drainage and payment of the community sustainability fee as required by Council and the Public Works Department;*
- 3. Proof of adequate water supply to be provided for both the proposed and balance parcels in accordance with the Provincial Water Act, to the satisfaction of the County;*
- 4. Comprehensive Site Drainage Plan to be provided for the subject lands, to the satisfaction of the Public Works department, as a condition of subdivision;*
- 5. Lot Grading Plan to be provided for the proposed lot, to the satisfaction of the Public Works department, as a condition of subdivision;*
- 6. Geotechnical Report completed in accordance with Municipal standards to be provided for High Water Table Testing for the proposed lot, to the satisfaction of the Public Works department, as a condition of subdivision;*
- 7. Septic Disposal Evaluations to be provided for the proposed lot, in accordance with Part 2 Section 6(4)(b)(c) of the Matters Related to Subdivision and Development Regulation, to the satisfaction of the Public Works department, as a condition of subdivision;*
- 8. Final redesignation and amendment application fees to be submitted;*
- 9. Submission of an executed subdivision application and the necessary fees.*

NOTE: Bylaw 55/2023 will expire on October 4th, 2025

REFERRAL CONSIDERATIONS

Public Works

The County's Public Works department has reviewed the proposed changes to the site plan and have provided the following comments:

- The engineered driveway will still be required, due to the identified wetland crossings;
- As the current drawings/reports indicate the development to be conceptual, revision may be required if plans for development change at the detailed design stage;
- The provided Alberta Environment and Parks approval indicates that the proposed disturbance of wetlands shall only be in accordance with the Killam Wetland Assessment and Impact Report – Prepared by CIMA+;
- The site plan indicates a setback of 10.0 m from the 2 wetland areas, how this setback was determined does not appear to be addressed in either the SWM Report or the Geotechnical Investigation;
- Advisory comment: The proposed panhandle creates setback issues on existing Lot 6, Block 1, Plan 1111914 and also for the sea can on the current lot.

SITE PLAN CONSIDERATIONS

Council required, as a condition of first reading to Bylaw 55/2023, that the applicant provide a revised site plan that demonstrates a building envelope for the proposed lot which meets all required setbacks to the property lines, as well as providing setbacks to the wetlands on the site, and setbacks from the existing structures on the adjacent property (Plan 1111914, Block 1, Lot 6), impacted by the future boundary adjustment that is to facilitate panhandle access from the

new lot to 80th Street East. The site plan was also to provide a fully dimensioned site plan with a building envelope for the new lot which meets the requirements of Policy 9 within the Residential section of the MDP2010.

With respect to the revised site plan, the applicant has provided setbacks for all the structures currently on the sites, with a number of structures presently not in compliance with the County's Land Use Bylaw, and further some existing structures that would not be in compliance with the County's Land Use Bylaw, based on the creation of the new lot.

The applicants submitted plans provide all requested dimensions, setbacks, wetland identification and a building envelope for the proposed outside of the identified wetlands, the revised plan has been attached to this staff report as part of Appendix B.

The section below has been provided by staff, based on the applicant's revised site plan, for the convenience of Council, in review of condition #1 as requested with first reading approval to Bylaw 55/2023:

Existing structures within **Plan 1111914, Block 1, Lot 6, Ptn: SW 07-22-28-W4M** (future boundary adjustment) which would not meet the 15 metre setback requirements to the proposed panhandle for the new lot, as required within the Country Residential District of the County's Land Use Bylaw:

Dwelling – 10.87 metres from south boundary of proposed panhandle

Shed 4.78 x 5.49 – 6.53 metres from south boundary of proposed panhandle

Shed 5.36 x 6.26 - 7.02 metres from south boundary of proposed panhandle

Structure within the **proposed lot** that does not meet the 15 metre setback requirement to the existing property lines, as required within the Country Residential District of the County's Land Use Bylaw:

Wood Shed 4.75 x 2.44 – 12.55 metres from west boundary, south of proposed panhandle

Existing structures within **balance parcel** that do not meet the 15 metre setback requirement to the existing property lines, as required within the Agricultural District of the County's Land Use Bylaw:

Wood Shed 2.42 x 4.71 – 6.21 metres from west boundary and 3.48 metres from north boundary of balance parcel

Wood Shed 4.79 x 2.49 – 11.32 metres from north boundary of balance parcel

Wood Shed 3.29 x 2.37 – 10.19 metres from west boundary of balance parcel

Sea Can 2.60 x 12.32 – 6.82 from west boundary of balance parcel

Setback proposed from the identified Class 2 wetlands, located within the **proposed parcel and the proposed panhandle through Plan 1111914, Block 1, Lot 6:**

Zoom Surveys Ltd. provided the requested revised site plan on behalf of the applicant. The site plan identifies two Class 2 wetlands on the property.

The Westerly Class 2 wetland, located within the proposed panhandle to the new lot, would be impacted by the construction of a driveway for the new lot.

The Easterly Class 2 wetland, adjacent to the applicant's proposed building envelope, would be impacted by the construction of a proposed roundabout at the eastern end of the driveway.

The site plan further identifies a 10 metre setback from the established boundaries of the wetland will be maintained for residential construction on the proposed lot. The Developer in response to the comments from public works, regarding how the 10 metre setback was established, have provided the following statement"

"It is our understanding that the Province of Alberta is the governing body and authority on wetlands via the Water Act and the Public Lands Act. Accordingly, our environmental engineers (CIMA+) have followed the "Stepping Back from the Water A Beneficial Management Practices Guide For New Development Near Water Bodies In Alberta's Settled Region" to determine the type of wetland using Table 1, Recommended Data and Sources by Function. The wetlands were calculated to be Class 2 wetlands, and according to Table 3 of Page 19 of the Guidelines, the recommended width of setback is 10m for Class 2 wetlands. No slope modifiers were applied as the terrain is quite flat adjacent to the wetlands."

The proposed disturbances to both identified wetlands, allowing for the residential and driveway construction, have been approved by Alberta Environment and Protected Areas (AEPA) under permit DAUT00221413 based on a Wetland Assessment and Impact Report provided to Alberta Environment and Parks by CIMA+, who were employed by the applicant to provide a Biophysical Impact Assessment for this land use proposal (landowner requested, not directed by Council).

The following is a portion of the AEPA approval, the complete report from their department is attached to this staff report as Appendix C:

"Pursuant to the Water Act R.S.A. 2000, c. as amended, an Approval is issued to the Approval Holder (Dan Killam) to commence the following activities:

Placing, constructing, operating, maintaining, removing, disturbing works, in or on any land, water or water body;

Maintaining, removing, or disturbing ground, vegetation or other material in or on any land, water or water body;

('the Activity')

To permanently disturb 0.062 ha of two (2) wetlands for the purpose of constructing a new residence and associated access road subject to the attached terms and conditions."

The AEPA approval further provides that the works are only allowed to proceed under the direction of the Killam Wetland Assessment and Impact Report – Prepared by CIMA+- Dated February 28th, 2025.

NOTE: A copy of the CIMA Biophysical Impact Assessment was provided to the County and has been reviewed by the County's Public Works department, Public Works comments regarding the report and the requested site plan changes are provided within the Referral Considerations section of this staff report.

The applicants are requesting Council consider allowing revision to the proposed lot size based on the provision of the Wetland Assessment and Impact report by CIMA+, which identifies a

Class 2 wetland within the boundaries of the proposed new lot, the rationale for the changes to the plan as proposed by the applicant's agent are attached as Appendix C of this staff report.

SUMMARY

Request to Council to consider the following with regards to the first reading approval of Bylaw 55/2023, prior to granting 2/3 reading:

- Acceptance of the site plan revisions which provide setback distances, a fully dimensioned site plan, building envelope and wetland identification;
- Approval of changes to the proposed lot size and configuration as per the revised site plan, attached as part of Schedule A, which is to increase the proposed lot size from 2.62 +/- acres (with future boundary adjustment for the panhandle access) to 3.18 +/- acres (with future boundary adjustment for the panhandle access) and which is to move the west boundary of the proposed lot, east resulting in a 28.92 +/- acre balance parcel which will retain its Agricultural District land use as requested in the applicant's letter, attached as Schedule C of this staff report.
- Provision of complete applications for development permit for relaxation of setbacks for all structures within Plan 1111914, Block 1, Lot 6, and within Ptn. SW 07-22-28-W4M, which do not meet the County's setback distances, as conditions of the subdivision approval.

Should the requested changes be approved by Council, staff respectfully request 2³ reading be granted to Bylaw 55/2023.

OPTIONS FOR COUNCIL CONSIDERATION

Council is respectfully requested to consider the following motions with respect to the applicant's request for acceptance of the submitted revised site plan and the request for 2nd and 3rd reading to be provided to Bylaw 55/2023 (**Bylaw to expire October 4th, 2025**):

PART ONE - REVISED SITE PLAN

OPTION #1 – MOTION TO APPROVE REVISED SITE PLAN

WITH REQUESTED REVISIONS AS DENOTED IN RED

Council may choose to approve the requested amendments to Bylaw 55/2023 accepting the applicant's revised site plan which provides required dimensions and setback distances and further provides an acceptable building envelope for the proposed lot, and wetland identification for both Plan 1111914, Block 1, Lot 6, Ptn. SW 07-22-28-W4M and Ptn. SW 07-22-28-W4M.

Additionally, Council accepts the applicant's request to increase the proposed lot size from 2.62 +/- acres to 3.18 +/- acres (with a future boundary adjustment for provision of a panhandle access from the proposed lot to 80th St. E).

Finally, Council will require the following to be added to the conditional approval of Bylaw 55/2023:

- Submission of complete applications for relaxation of setbacks for those structures which do not meet the requirements of the Country Residential and Agricultural Districts of the Foothills County Land Use Bylaw as illustrated within the revised site plan submitted by Zoom Surveys Inc., under Job No. 23-0099, for Plan 1111914, Block 1, Lot 6, Ptn. SW

07-22-28-W4M and Ptn. SW 07-22-28-W4M. Applications are to be provided, to the satisfaction of the County, provided as conditions of subdivision.

Council's approval of the above noted additional conditions would require the following changes to Bylaw 55/2023 (as shown below in red)

October 4th, 2023, Bylaw 55/2023 - Council provided first reading to Bylaw 55/2023 authorizing the redesignation of a ~~2.62~~ **3.18** +/- acre portion of SW 07-22-28-W4M; S990" lying west of East 100" from Agricultural Sub-District "A" to Country Residential District to allow for the future subdivision of one ~~2.62~~ **3.18** +/- acre Country Residential District parcel with an approximate ~~28.83~~ **28.27** +/- acre Agricultural Sub-District "A" balance parcel **and a future boundary adjustment with Plan 1111914, Block 1, Lot 6, Ptn. SW 07-22-28-W4M, in order to provide access to the proposed new lot from 80th St. E.**

In their consideration of the criteria noted with Agricultural Policy 5 of the MDP2010, Council is of the opinion that the lands are suitable for the intended use and fragmentation of the subject lands would not be detrimental to the overall nature of the area. Further, the application falls within the density provisions and lot size restrictions of the Country Residential District within the County's Land Use Bylaw.

The new ~~2.62~~ **3.18** +/- acre parcel shall be designated as Country Residential Sub-District "A" to ensure that the recommendations and restrictions as outlined in the building envelopes, lot grading plans, comprehensive site drainage plan, septic disposal evaluations and high water table testing are complied with to the satisfaction of the Public Works department. A completion certificate by a Professional Engineer verifying that all aspects of the noted reports have been met and a \$5000.00 deposit as a pre-release condition to ensure compliance of all conditions of the development permit will be required.

Prior to further consideration of the Bylaw, the applicant will be required to submit the following:

- Applicant to provide a complete development permit application for relaxation of setbacks for those structures within Plan 1111914. Block 1, Lot 6, Ptn. SW 07-22-28-W4M which do not meet the setback requirements of the Country Residential District within the County's Land Use Bylaw 60/2014, as identified on the site plan submitted by Zoom Surveys Ltd., dated March 15th, 2023, and updated June 18th, 2025, under Job: 23-0099, application is to be provided to the satisfaction of the County, **as condition of the subdivision approval;**
- Applicant to provide a complete development permit application for relaxation of setbacks for those structures within Ptn. SW 07-22-28-W4M which do not meet the setback requirements of the Agricultural District within the County's Land Use Bylaw 60/2014, as identified on the site plan submitted by Zoom Surveys Ltd., dated March 15th, 2023, and updated June 18th, 2025, under Job: 23-0099, application is to be provided to the satisfaction of the County, **as condition of the subdivision approval;**
- Landowners to provide a revised site plan that shows the building envelope on proposed parcel meeting all necessary setbacks to property lines and the wetland area. The building envelope be illustrated to meet the requirements as outlined in Policy 9 under the Residential section of the MDP2010, to the satisfaction of the Council. The site plan is to be fully dimensioned and include setbacks to structures on adjacent parcels impacted by the new property lines;

- Landowners to fully execute and comply with all of the requirements as outlined within the Municipal Development Agreement for the purposes of grading, drainage and payment of the community sustainability fee as required by Council and the Public Works Department;
- Proof of adequate water supply to be provided for both the proposed and balance parcels in accordance with the Provincial Water Act, to the satisfaction of the County;
- Comprehensive Site Drainage Plan to be provided for the subject lands, to the satisfaction of the Public Works department, as a condition of subdivision;
- Lot Grading Plan to be provided for the proposed lot, to the satisfaction of the Public Works department, as a condition of subdivision;
- Geotechnical Report completed in accordance with Municipal standards to be provided for High Water Table Testing for the proposed lot, to the satisfaction of the Public Works department, as a condition of subdivision;
- Septic Disposal Evaluations to be provided for the proposed lot, in accordance with Part 2 Section 6(4)(b)(c) of the Matters Related to Subdivision and Development Regulation, to the satisfaction of the Public Works department, as a condition of subdivision;
- Final redesignation and amendment application fees to be submitted;
- Submission of an executed subdivision application and the necessary fees.

OPTION #3 – MOTION TO REFUSE REVISED SITE PLAN

Council may choose to refuse the applicant's proposed revisions as noted within the submitted site plan.

PART TWO - SECOND AND THIRD READING TO BYLAW 55/2023

OPTION #1 – MOTION TO GRANT 2ND AND 3RD READING TO BYLAW 55/2023

Should Council be supportive of the revised site plan, Council is also requested to consider granting 2nd and 3rd reading to Bylaw 55/2023, as amended, authorizing the redesignation of a 3.18 +/- acre portion of SW 07-22-28-W4M; S990" lying west of East 100" from Agricultural Sub-District "A" to Country Residential District to allow for the future subdivision of one 3.18 +/- acre Country Residential District parcels with an approximate 28.27 +/- acre Agricultural Sub-district "A" balance parcel.

In their consideration of the criteria noted with Agricultural Policy 5 of the MDP2010, Council is of the opinion that the lands are suitable for the intended use and fragmentation of the subject lands would not be detrimental to the overall nature of the area. Further, the application falls within the density provisions and lot size restrictions of the Country Residential District within the County's Land Use Bylaw.

The new 3.18 +/- acre parcel shall be designated as Country Residential Sub-District "A" to ensure that the recommendations and restrictions as outlined in the building envelopes, lot grading plans, comprehensive site drainage plan, septic disposal evaluations and high water table testing are complied with to the satisfaction of the Public Works department. A completion certificate by a Professional Engineer verifying that all aspects of the noted reports have been met and a \$5000.00 deposit as a pre-release condition to ensure compliance of all conditions of the development permit will be required.

With the following to be added to the conditional approval of Bylaw 55/2023, to be provided as conditions of subdivision approval:

- Applicant to provide a complete development permit application for relaxation of setbacks for those structures within Plan 1111914. Block 1, Lot 6, Ptn. SW 07-22-28-W4M which do not meet the setback requirements of the Country Residential District within the County's Land Use Bylaw 60/2014, as identified on the site plan submitted by Zoom Surveys Ltd., dated March 15th, 2023, and updated June 18th, 2025, under Job: 23-0099, application is to be provided to the satisfaction of the County, **as condition of the subdivision approval**;
- Applicant to provide a complete development permit application for relaxation of setbacks for those structures within Ptn. SW 07-22-28-W4M which do not meet the setback requirements of the Agricultural District within the County's Land Use Bylaw 60/2014, as identified on the site plan submitted by Zoom Surveys Ltd., dated March 15th, 2023, and updated June 18th, 2025, under Job: 23-0099, application is to be provided to the satisfaction of the County, **as condition of the subdivision approval**;

OPTION #2 – MOTION TO REFUSE 2ND AND 3RD READING TO BYLAW 55/2023

Should Council not be supportive of the revised site plan, Council may consider refusal of the request to grant 2nd and 3rd reading to Bylaw 55/2023, as amended, which was to authorize redesignation of a 3.18 +/- acre portion of SW 07-22-28-W4M; S990" lying west of East 100" from Agricultural Sub-District "A" to Country Residential District to allow for the future subdivision of one 3.18 +/- acre Country Residential District parcels with an approximate 28.27 +/- acre Agricultural Sub-district "A" balance parcel.

APPENDICES

APPENDIX A: MAP SET:

LOCATION MAP

HALF MILE MAP – LAND USE

HALF MILE MAP – PARCEL SIZES

ORIGINAL SITE PLAN

ORTHO PHOTO

APPENDIX B:

REVISED SITE PLANS

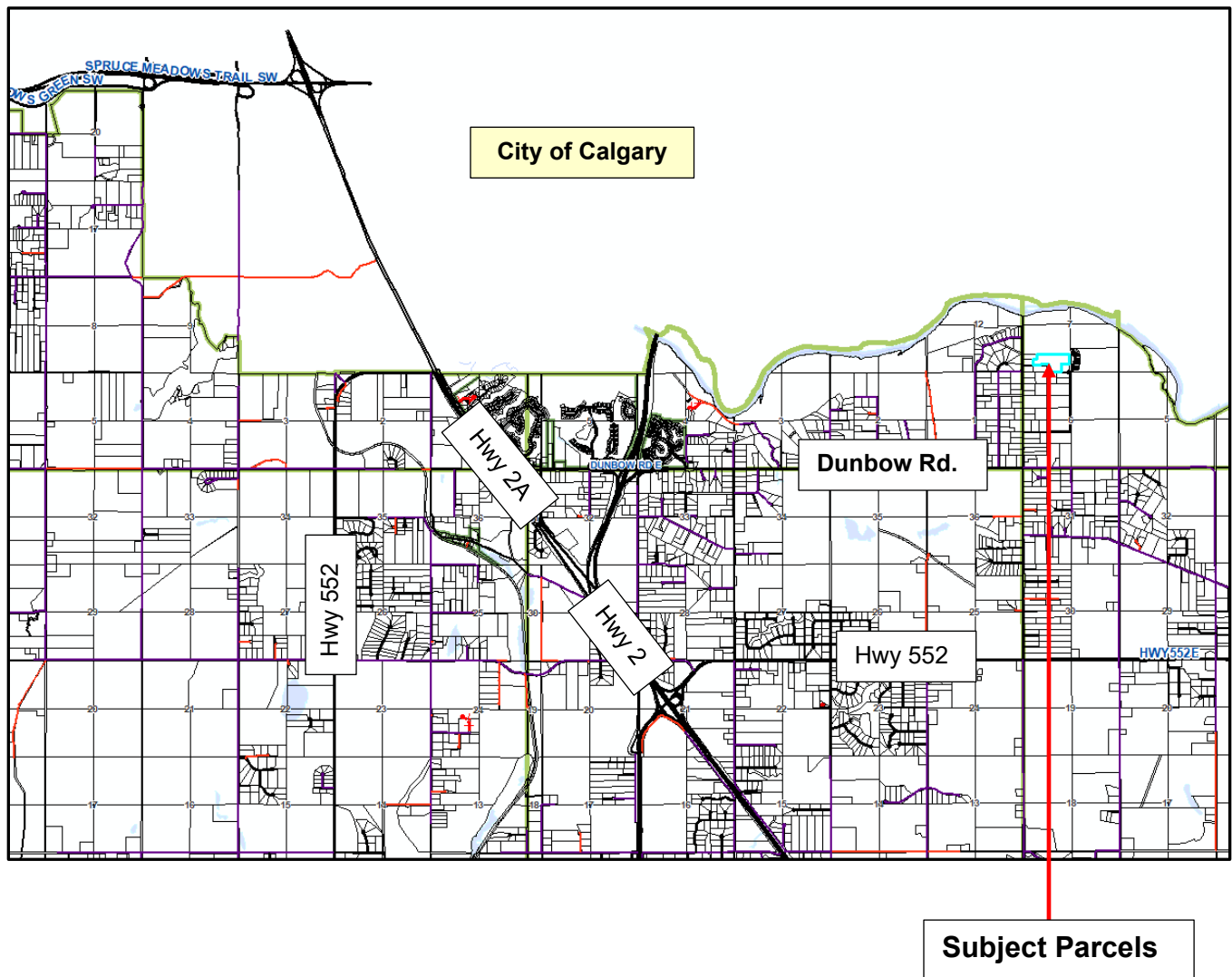
APPENDIX C:

APPLICANT'S LETTER IN SUPPORT OF PROPOSED SITE PLAN REVISIONS

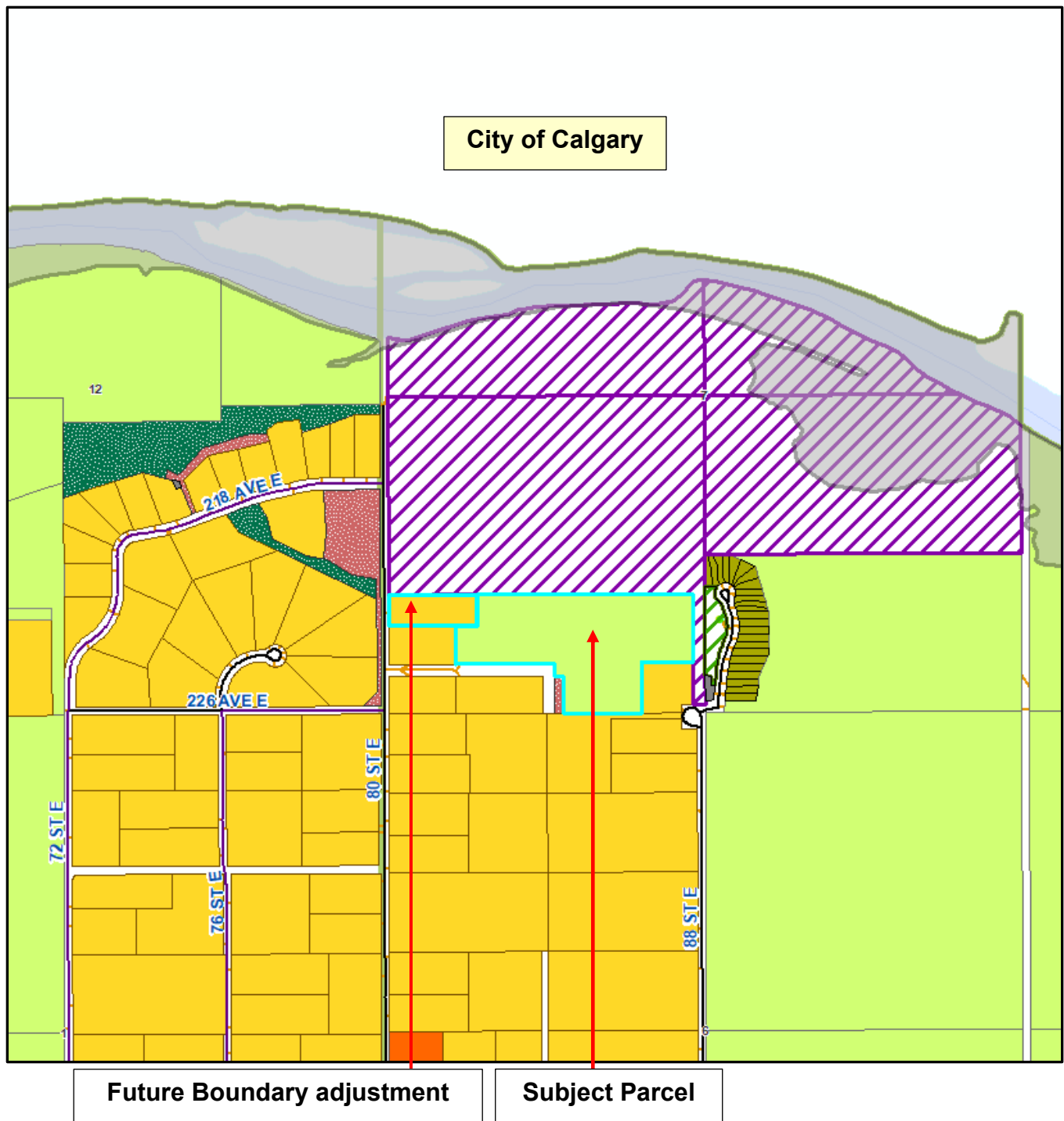
APPENDIX D:

ALBERTA ENVIRONMENT AND PARKS APPROVAL

APPENDIX A: LOCATION MAP



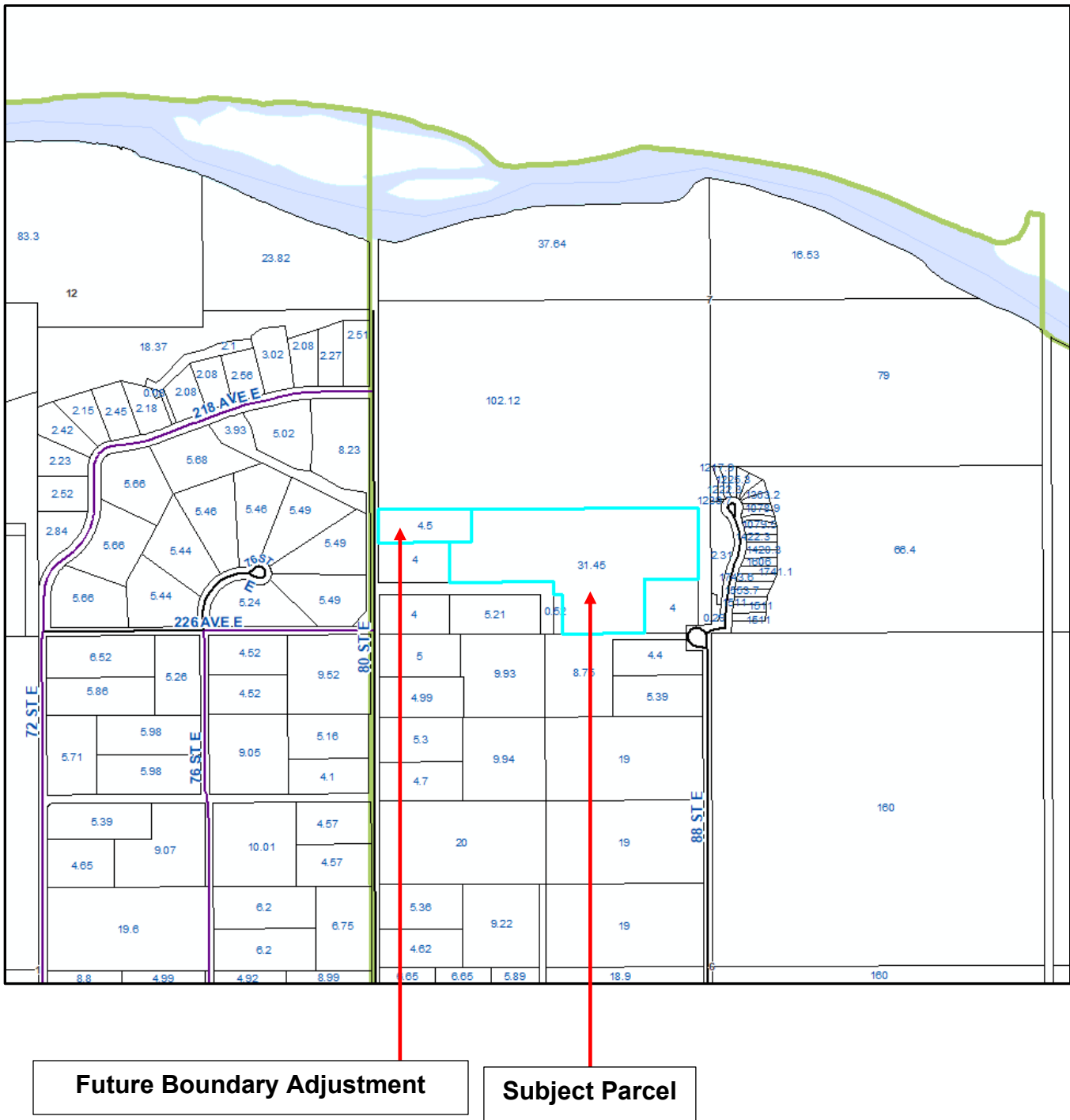
APPENDIX A: HALF MILE MAP – LAND USE



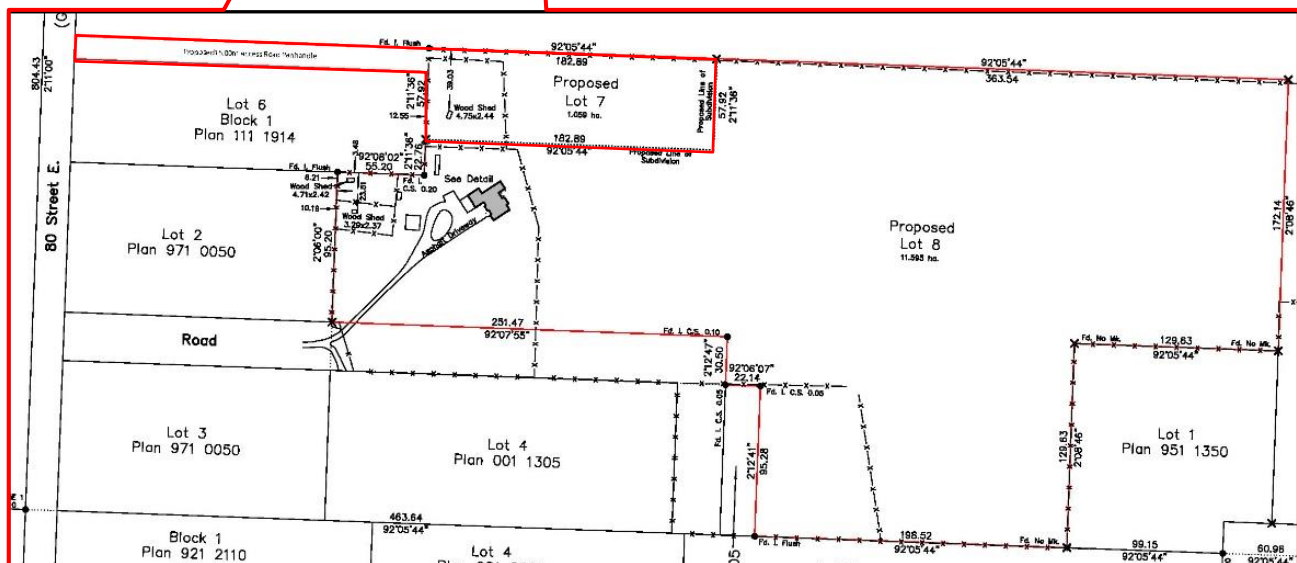
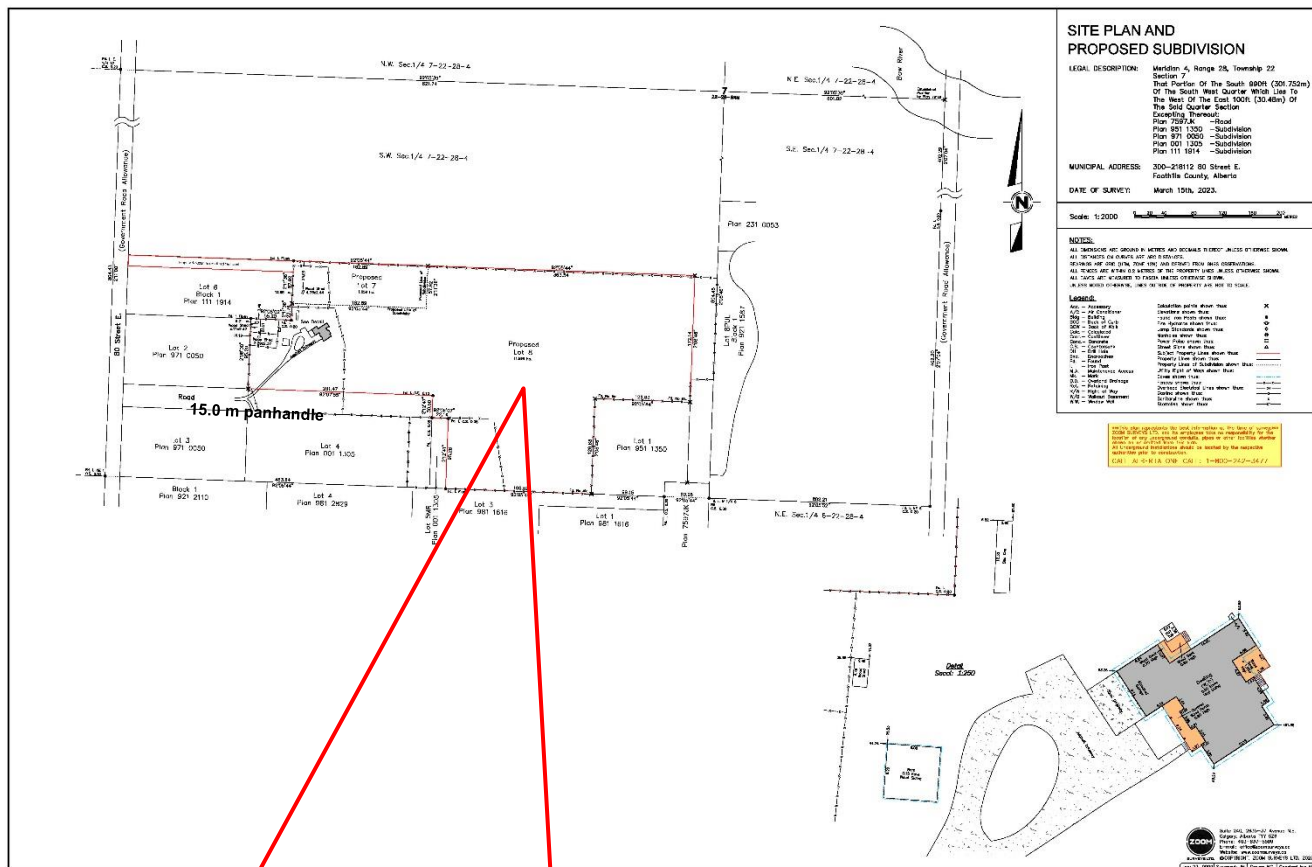
Legend

Pre Developer	CR- Country Residential	PUL- Public Utility
Hard Surface (Chip/oil)	CRA- Country Residential Sub A	SD- Service District
Gravel	DC - Direct Control	ER- Environmental Reserve
Developer Pavement	BP- Bussiness Park	MR- Municipal Reserve
Pavement	CMC- Community Commercial	
In Transition	HC- Highway Commercial	
A- Agricultural	INR- Natural Resource Extraction	
AA- Agricultural Sub A	OS- Open Space	

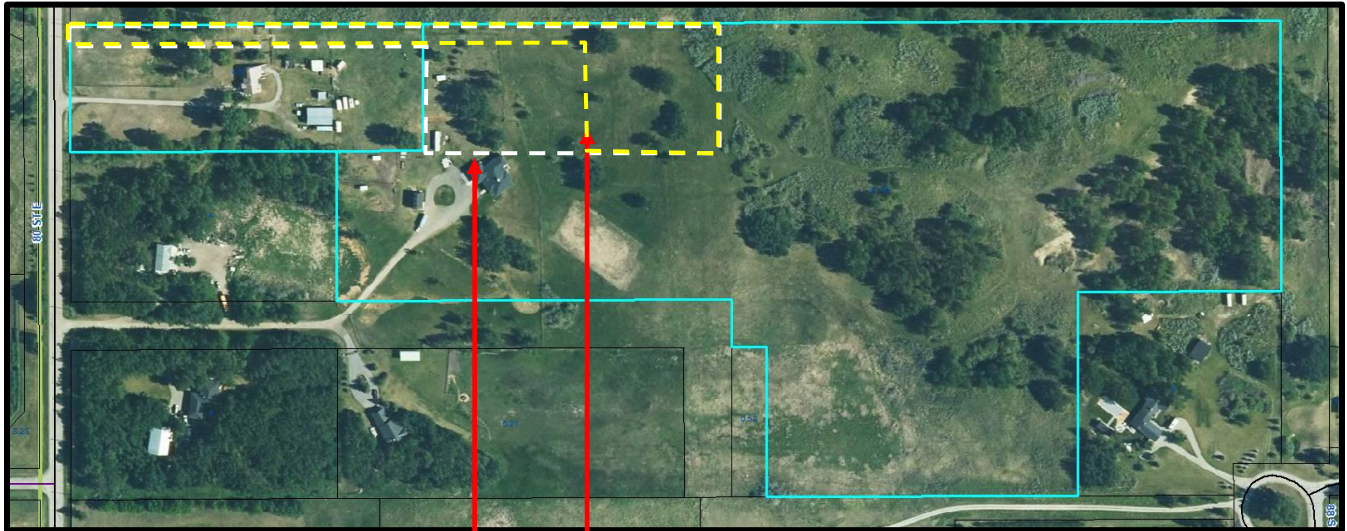
APPENDIX A: HALF MILE MAP – LOT SIZES



APPENDIX A: ORIGINAL SITE PLAN



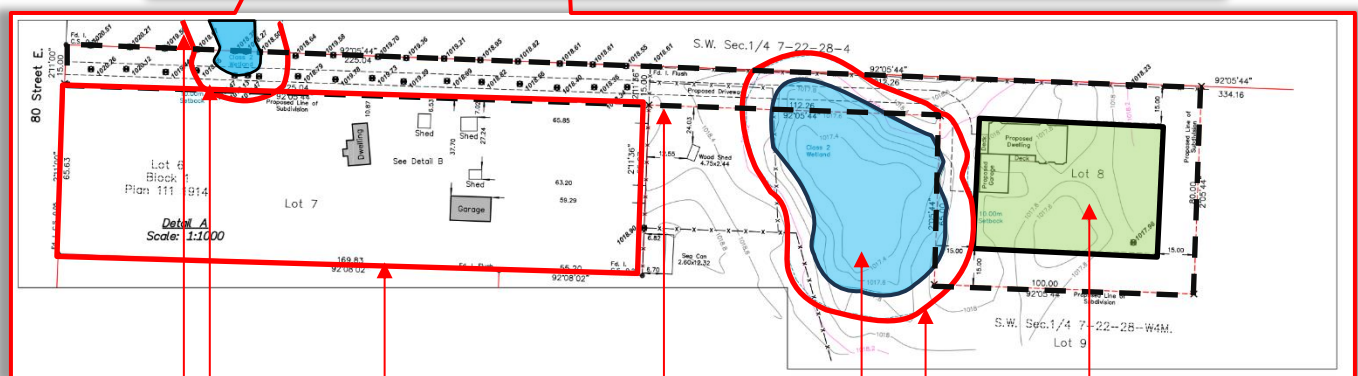
APPENDIX A: ORTHO PHOTO



White dotted line – original
proposed lot configuration
(2.72 +/- ac)

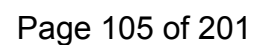
Yellow dotted line – revised
proposed lot configuration
(2.35 +/- acres)

Wetland identification - proposed setback from pond to building envelope on the proposed lot

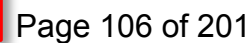


10m proposed setback to wetland

Setbacks - Distances from existing structures on Plan 1111914, Block 1, Lot 6, Ptn: SW 07-22-28-W4M, to panhandle for proposed new lot – Relaxation of Setbacks required.



Distances from existing structures on proposed balance parcel, to existing Lots 2 and 7 – Relaxation of Setbacks required



APPENDIX C: LETTER FROM APPLICANT'S AGENT IN SUPPORT OF SITE PLAN REVISIONS



Foothills County, Planning Department
309 Macleod Trail, Box 5606
Higher River, Alberta T1V 1M7

August 19, 2025

Attn: Theresa Chipchase, Planning & Development Officer

Re: Redesignation and Subdivision

PTN. SW 07-22-28 W4M & SW 07-22-28 W4M; Plan 1111914; Block 1, Lot 6

Dear Theresa:

Further to our correspondence by email, I provide clarification on the subdivision alignment choices and wetland setback information on this submission for Council's information.

Pursuant to County letter of October 12, 2023, item 1, the proposed development meets the criteria of Policy 9 of the Residential section the Municipal Development Plan (MDP2010): is not subject to restrictions of item 9.1., has proven water table and soils suitable for the construction of a residence and the wastewater disposal system required as per the Phase II Groundwater Supply Assessment for Subdivision, and Geotechnical Report and Septic Disposal Evaluations provided; does not exceed a 15% slope; meets the density, parcel size, and building setback requirements of the proposed County Residential (CR) district. Further, the applicant has submitted a proposed subdivision that shows the new building envelope on a proposed parcel with the envelope respecting the 15m setback from the new property lines as proposed.

The lot line on the west side does not connect to the east property line of the McAllister site because we are trying to keep the total remaining large parcel site area above the Agricultural District (A) 21-acre minimum parcel size that triggers a redesignation requirement for the remaining lot. Accordingly, we chose to extend the panhandle and create a moderate 1.288 ha (3.18 ac) lot size for the new home (creating Lot 8 out of existing lots 7 and 9 with 8 being the larger original lot).

Schedule of Areas:
Area Required From Lot 6, Block 1, Plan 111 1914 = 0.338 ha. (0.83 ac.)
Area Required From S.W. 1/4 Sec. 28-22-7-W4M = 0.950 ha. (2.35 ac.)
Lot 8 = 1.288 ha. (3.18 ac.)
Lot 7 = 1.476 ha. (3.65 ac.)
Lot 9 = 11.705 ha. (28.92 ac.)

Dobbin Consulting Inc.
Jennifer Dobbin, Owner
Land Planning & Development Management

DobbinConsulting.ca
jennifer@dobbinconsulting.ca
c. 403.922.9365



There exist on the two original lots, two wetland areas. A 10 m setback from the wetlands is shown on the site plan based on the *Stepping Back from the Water (Management Practices Guide)* for the Province Table 3: Effective Widths for Vegetated Filter Strips for Class 1 & 2 Wetlands at page19 (attached). These setbacks were advised as 10m setback by our Environmental Engineers, CIMA+.

Thank you for your consideration of these matters and explanations.


Jennifer Dobbin, Ow

Jennifer Dobbin, Owner
Dobbin Consulting Inc.
(403) 922-9365



APPROVAL
PROVINCE OF ALBERTA
Water Act, RSA 2000, c.W-3, as amended

APPROVAL NUMBER: DAUT0022413
EFFECTIVE DATE: 2025-05-09
EXPIRY DATE: 2027-07-14
ACTIVITY LOCATION: SW-07-022-28-W4,
APPROVAL HOLDER: Dan Killam

Pursuant to the Water Act, R.S.A. 2000, c. W-3, as amended, an Approval is issued to the Approval Holder to commence the following activities:

- placing, constructing, operating, maintaining, removing, disturbing works, in or on any land, water or water body;
- maintaining, removing or disturbing ground, vegetation or other material in or on any land, water or water body;

("the Activity")

to permanently disturb 0.062 ha of two (2) wetlands for the purpose of constructing a new residence and associated access road subject to the attached terms and conditions.

Designated Director under the Water Act:

Craig Knaus

Date Signed:

2025-05-09



TERMS AND CONDITIONS

1. DEFINITIONS

5050. All definitions from the Act and the Regulations apply except where expressly defined in this approval.

5060. In all parts of this Approval:

- a. "Act" means the Water Act, RSA 2000, c. W-3, as amended;
- b. "Application" means the written submissions to the Director in respect of application number DAPP0129739 and any subsequent applications for amendments of Approval Number DAUT0022413;
- c. "Director" means an employee of the Government of Alberta designated as a Director under the Act;
- d. "Regulations" means the regulations, as amended, enacted under the authority of the Act;

2. GENERAL

5200. The Approval Holder shall immediately report to the Director by telephone, any contravention of the terms and conditions of this approval at 1-780-422-4505.

5210. The terms and conditions of this Approval are severable. If any term or condition of this Approval is held invalid, the application of such term or condition to other circumstances and the remainder of this Approval shall not be affected thereby.

5220. The Approval Holder shall not deposit or cause to be deposited any substance in, on, or around the water body that has, or may have, the potential to adversely affect the water body.

5230. The Approval Holder shall retain a copy of this Approval at the site of the activity.

3. PARTICULARS

5240. This Approval is appurtenant to the following undertaking described as permanent disturbance of 0.062 ha of two (2) wetlands for the purpose of construction of a new residence and associated access road within SW-07-022-28-W4 as described in Report No. DAPP0129739-R001 as specified in 5250.

5250. The Approval Holder shall only undertake the Activity in accordance with the following report.



REPORT

DAPP0129739-R001 Killam Wetland Assessment and Impact Report - Prepared by CIMA+
- Dated February 28, 2025.

5260. The Approval Holder shall retain a copy of the report referred to in 5250 at the site of the activity at all times while conducting the activity.
5270. The Approval Holder shall not undertake the activity in any manner or use any material that causes or may cause an adverse effect on the aquatic environment, human health, property or public safety.
5360. The Approval Holder shall:
- (a) develop a written Spill Contingency Plan prior to commencing the Activity;
 - (b) implement the Spill Contingency Plan; and
 - (c) retain a copy of the Spill Contingency Plan at the site of the Activity at all times while conducting the Activity.
5370. In the Spill Contingency Plan, the Approval Holder shall include, at a minimum, all of the following:
- (a) emergency contact numbers for the Approval Holder;
 - (b) a plan to contain and remediate any substance release that causes or may cause an adverse effect on the aquatic environment;
 - (c) readily accessible materials and supplies for containment; and
 - (d) access to approved disposal sites for contaminated material.

4. SILTATION AND EROSION CONTROL

5480. The Approval Holder shall not do or permit anything to be done, nor omit or permit any omissions, which causes or may cause an adverse effect related to:
- (a) siltation; or
 - (b) erosion
- as a result of the activity.



5490. The Approval Holder shall:

- (a) develop a written Siltation and Erosion Control Plan prior to commencing the activity;
- (b) implement the Siltation and Erosion Control Plan; and
- (c) retain a copy of the Siltation and Erosion Control Plan at the site of the Activity at all times while conducting the Activity.

5510. The Siltation and Erosion Control Plan shall include, at a minimum, the following information:

- (a) measures to minimize and avoid siltation of a water body;
- (b) measures to minimize and avoid erosion;
- (c) measures to ensure no removal or disturbance of bank vegetation occurs outside the site of the activity;
- (d) site preparation practices to be used on erodible soils;
- (e) measures for the management of water flow to minimize siltation and erosion of any water body;
- (f) measures for the stabilization of all disturbed areas until vegetation or other long-term erosion control methods are fully established and functioning;
- (g) measures for the management of excavated material; and
- (h) any other information required in writing by the Director.

5. COMPLAINTS

6000. The Approval Holder shall:

- (a) make reasonable efforts to obtain further information regarding written complaints as approved by the Director of surface water and/or groundwater interference as a result of the Activity; and
- (b) prepare a written report describing the steps taken to comply with (a) including, at a minimum, each of the following:
 - (i) a detailed description of the efforts taken by the Approval Holder to obtain further information regarding the complaints as required in (a);



(ii) all of the information obtained by the Approval Holder as result of the efforts required in (a);

(iii) recommendations for measures to remediate and mitigate Holder to obtain Holder to obtain interference(s) with surface water and/or groundwater as a result of the Activity;

(iv) detailed information describing how the Approval Holder will implement the measures recommended in (iii);

(v) a schedule of implementation for the measures recommended in (iii); or

(vi) any other information required in writing by the Director.

6010. Within 30 days of the receipt of the complaint, to the Approval Holder, the Approval Holder shall submit the written report in 6000(b) to the Director.


6020. If the written report in 6000(b) is found deficient by the Director, the Approval Holder shall correct all the deficiencies identified by the Director by the date specified in writing by the Director.

6030. The Approval Holder shall implement the measures in 6000(b) as approved in writing by the Director.

6. CERTIFICATE OF COMPLETION

6040. A Certificate of Completion is not required for this activity.

**MISCELLANEOUS PLANNING ITEM
PLANNING AND DEVELOPMENT REPORT TO COUNCIL
SECOND & THIRD READING TO BYLAW 33/2025
September 17, 2025**

APPLICATION INFORMATION		FILE NO. 24R021
	LEGAL DESCRIPTION: PTN. NW 13-21-4 W5M	
	LANDOWNER: Charles Anderson	
	AGENT: Don Holstead – Absolute Surveys Inc.	
	AREA OF SUBJECT LANDS: 39.74 acres	
	CURRENT LAND USE: Agricultural District (A)	
	PROPOSED LAND USE: Country Residential District (CR)	
PROPOSAL: One 7.6 +/- acre CR lot, with an approximate 32.14 +/- acre Agricultural District balance to be consolidated with the adjacent quarter section to the east being NE 13-21-4 W5M in a concurrent boundary adjustment at time of subdivision.		
LOCATION: The subject parcel is located directly east of Parkins Road W & approximately 1.6km east of Hwy 762 and 6.8km northwest of the Hamlet of Millarville.		
DIVISION NO: 3		COUNCILLOR: Barb Castell
FILE MANAGER: Brittany Smith		

PURPOSE OF REQUEST:

Request for Council to provide second and third reading to Bylaw 33/2025.

BACKGROUND:

May 14, 2025: The applicants originally requested the redesignation of two lots being one +/- 7.6 acre CR lot and one +/- 13.1 acre CR lot with a future boundary adjustment consolidating the balance into the east adjacent quarter being NE 13-21-4 W5M. However, Council only granted approval for the +/- 7.6 acre CR lot and subsequent boundary adjustment as per the decision outlined below.

Council granted 1st reading to Bylaw 33/2025 authorizing the redesignation of a portion of NW 13-21-04 W5M from Agricultural District to Country Residential District, in order to allow for the future subdivision of one new 7.6 +/- acre Country Residential lot, with an approximate 32.14 +/- acre Agricultural District balance parcel that would be consolidated with the adjacent quarter section to the east being NE 13-21-4 W5 in a boundary adjustment.

Note: an excerpt from the May 14, 2025 council meeting minutes outlining this decision is included under Appendix B of this staff report.

CONDITIONS TO BE MET AT REDESIGNATION:

All conditions of 1st reading have been completed.

The landowner has advised that the site has been brought into compliance with the Community Standards Bylaw as outlined in condition #2 and has provided proof of such. Photos have been provided within Appendix C of this staff report.

COUNCIL ACTION REQUESTED:

Council is respectfully requested to consider granting 2nd and 3rd reading to Bylaw 33/2025, authorizing the redesignation of a portion of NW 13-21-04 W5M from Agricultural District to Country Residential District, in order to allow for the future subdivision of one new 7.6 +/- acre Country Residential lot, with an approximate 32.14 +/- acre Agricultural District balance parcel that would be consolidated with the adjacent quarter section to the east being NE 13-21-4 W5 in a future boundary adjustment.

APPENDICES:**APPENDIX A:**

LOCATION MAP
REVISED SITE PLAN
ORTHO PHOTO

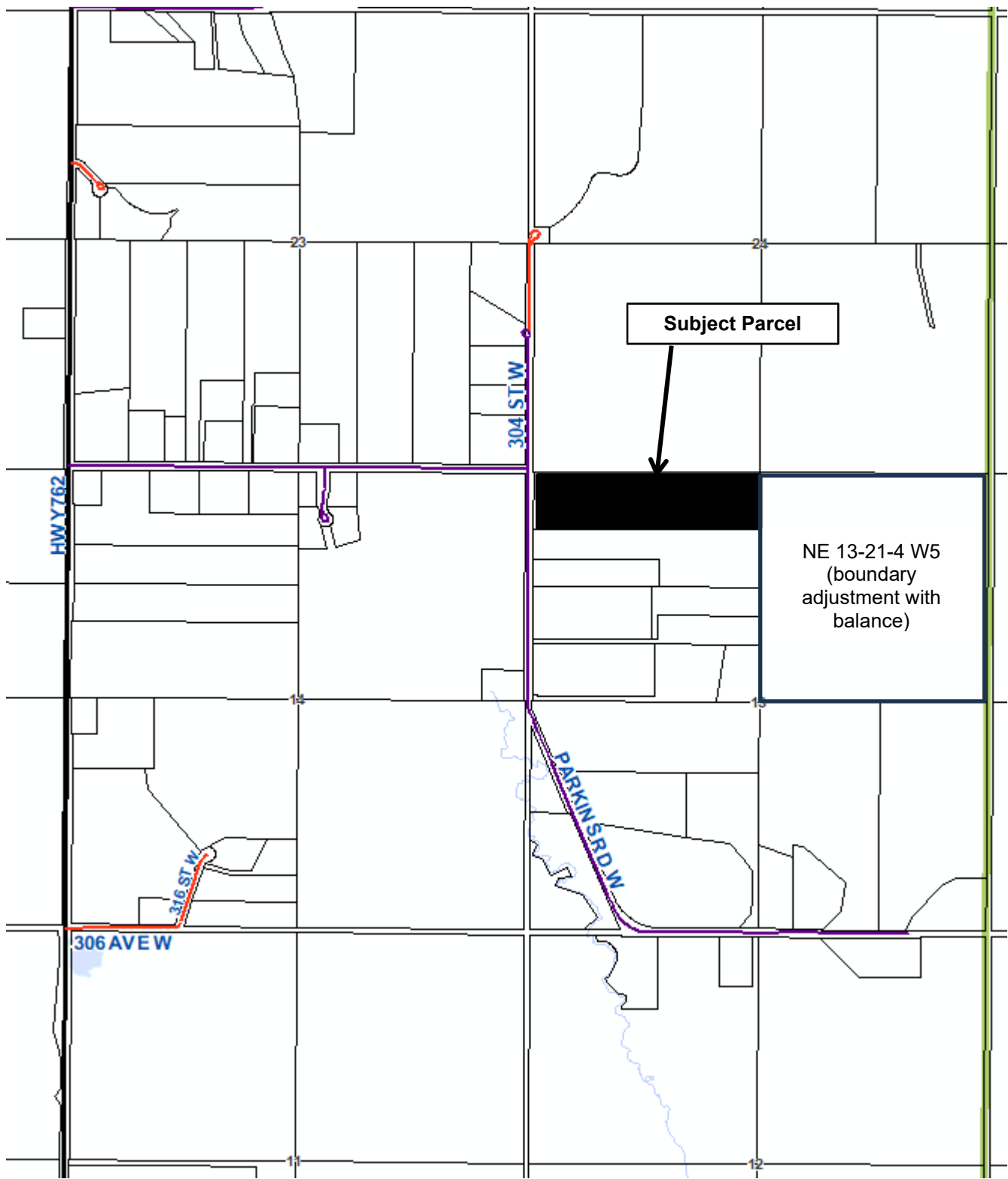
APPENDIX B:

EXCERPT FROM MAY 14, 2025, COUNCIL MEETING MINUTES

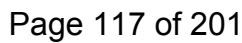
APPENDIX C:

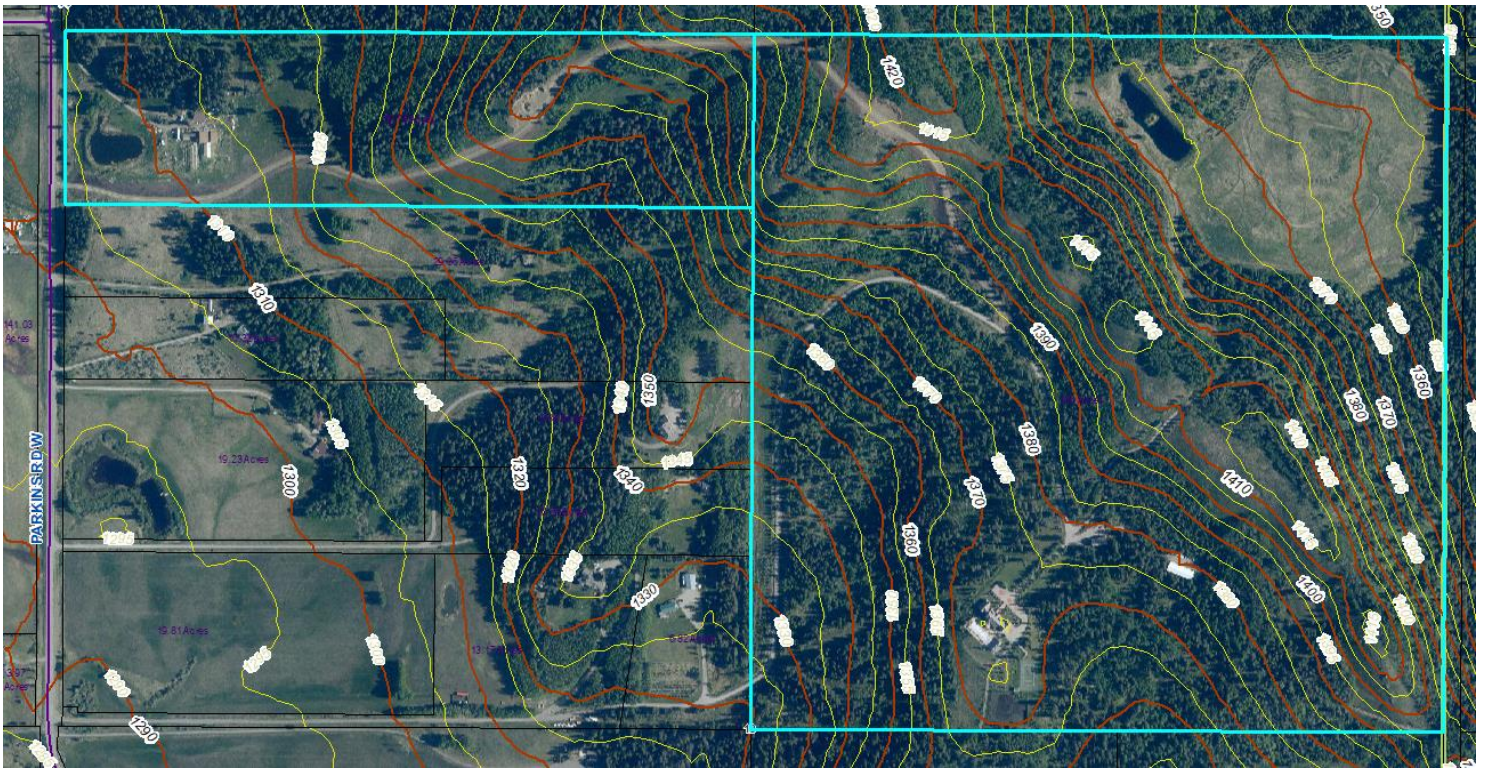
COMPLIANCE WITH COMMUNITY STANDARDS BYLAW

APPENDIX A: LOCATION MAP



Page 117 of 201





C.3 1:30 p.m. - Anderson - NW 13-21-04 W5M - Redesignation (A to CR)

D. Holstead was in attendance for the public hearing in connection to the proposed redesignation of a portion of NW 13-21-04 W5M from Agricultural District to Country Residential District in order to allow for the future subdivision of one new 7.6 +/- acre Country Residential lot, and one new 13.1 +/- acre Country Residential lot with an approximate 19.04 +/- acre Agricultural District balance parcel and a future boundary adjustment.

Also in attendance were K. Myers and M. Eberhard.

One letter of opposition was received from K. Myers and M. Eberhard.

The public hearing was closed.

C.3.1 Anderson - NW 13-21-04 W5M - Decision

Bylaw 33/2025

Bylaw 33/2025 was introduced into the meeting to authorize the redesignation of a portion of NW 13-21-04 W5M from Agricultural District to Country Residential District, in order to allow for the future subdivision of one new 7.6 +/- acre Country Residential lot, with an approximate 32.14 +/- acre Agricultural District balance parcel that would be consolidated with the adjacent quarter section in a boundary adjustment.

In consideration of the criteria noted, Council is of the opinion that the application falls within the density provisions and lot size restrictions of the Country Residential District within the County's Land Use Bylaw.

Prior to further consideration of the Bylaw, the following will be required:

1. Landowners are to fully execute and comply with all requirements as outlined within the Municipal Development Agreement for the purposes of payment of the community sustainability fee and any other necessary municipal and on-site improvements as required by Council and the Public Works department;
2. The 7.6 +/- acre parcel is to be brought into compliance with the Community Standards Bylaw and proof of such is to be provided to the County;
3. Final redesignation application fees to be submitted; and
4. Submission of an executed subdivision application illustrating the boundary adjustment and the necessary fees.

Resolution 457

Moved by: Councillor Castell

That Bylaw 33/2025 be given first reading.

THE BYLAW WAS PASSED FOR ONE READING

APPENDIX C: COMPLIANCE WITH COMMUNITY STANDARDS BYLAW


Below is a GIS Mapping Image of the subject parcel leading to Council's condition to bring the parcel into compliance with Community Standards Bylaw.



Below photos were provided by the landowner as proof of parcel being cleaned up and meeting the Community Standards Bylaw



MISCELLANEOUS PLANNING ITEM
PLANNING AND DEVELOPMENT REPORT TO COUNCIL
Road Naming Application
September 17th, 2025

COUNCIL DECISION RE:	
REQUEST TO NAME AN INTERNAL SUBDIVISION ROAD EXTENSION	
	APPLICANT: Kristi Beunder of Township Planning + Design Inc.
	LANDOWNER/DEVELOPER: Dwight Murray
	PROPOSED ROAD NAME: Olivaster Ridge West
	PROPOSED SUBDIVISION NAME: Olivaster Ridge
LOCATION: The new internal road development is located west of Highway 549 of Okotoks, approximately 3.5 kilometres northwest of the Town of Okotoks	
PROPOSAL: To name the new internal subdivision road as <i>Olivaster Ridge West</i> and the new subdivision as <i>Olivaster Ridge</i> .	
DIVISION NO: 5	COUNCILLOR: Alan Alger
REPORT PREPARED BY: Theresa Chipchase	

PURPOSE OF REQUEST

An application was received from Kristi Beunder of Township Planning + Design Inc. on behalf of the landowner Dwight Murray to name the new internal subdivision road as *Olivaster Ridge West* and the new subdivision as Olivaster Ridge. This road is required to provide access to four new Country Residential District lots and a balance parcel within the Murray subdivision.

The Murray subdivision was approved by the Subdivision Approving Authority's on December 18th, 2024.

This road naming proposal was requested, by the GIS/Mapping department, to be submitted as a condition of the subdivision.

The written request from the applicant is included under Appendix B of this report.

BACKGROUND OF APPROVALS FOR Dwight Murray SE 34-20-01-W5M

June 26th, 2024, - 1st reading granted to the land use application which allowed for redesignation of the property from Agricultural District to Country Residential District in order to allow the future subdivision of 5 3.52 +/- acre to 6.47 +/- acre Country Residential Sub-District A lots with a 13.88 +/- acre Country Residential District balance remaining. The approval also acknowledged the number and cumulative square footage of accessory structures located on the balance parcel, as well as the setback to the existing structures on the balance parcel and proposed Lot 5. Council also acknowledged the smaller residence located on proposed lot 5.

November 13, 2024 - 2/3 reading granted to the land use application which allowed for redesignation of the property from Agricultural District to Country Residential District in order to allow the future subdivision of 5 3.52 +/- acre to 6.47 +/- acre Country Residential Sub-District A lots with a 13.88 +/- acre Country Residential District balance remaining

December 18th, 2024 – Subdivision approval was granted to the Murray subdivision under the following motion:

Murray - SE 34-20-01 W5M - Request for Subdivision

That the subdivision of five (5) Country Residential Sub-District 'A' lots, ranging in size from 3.52 +/- to 16.47 +/- acres, leaving a 13.88 +/- acre Country Residential balance on Ptn. SE 34-20-01 W5M has been evaluated in terms of Section 654 of the Municipal Government Act and Section 9 and 20 of the Matters Relating to Subdivision and Development Regulation and that the application be approved as per the tentative plan and that a variance be granted to Section 18 and 19 of the Regulation for the following reasons:

- The application is consistent with Section 9 of the Matters Relating to Subdivision and Development Regulation;
- The subject lands have the appropriate land use designation; and
- Pursuant to Section 20 of the regulation, written approval was received from the Minister of Transportation allowing the Subdivision Authority to grant a variance to Section 18 and 19 of the Regulation.

Further, in accordance with Sections 654 and 655 of the Municipal Government Act, the application is approved subject to the following conditions:

1. Subdivision to be effected by Plan of Survey, pursuant to Section 657 of the Municipal Government Act, or such other means satisfactory to the Register of the South Alberta Land Titles District;
2. It is the applicant's responsibility to provide a Real Property Report or an 'as built' drawing signed and sealed by an Alberta Land Surveyor, certifying the locations of the adjacent municipal road(s), approaches water well(s) within the boundaries of the appropriate parcels and that the site plan is surveyed according to municipal setback requirements;
3. Completion of all pre-release conditions as noted in the executed Municipal Development Agreement to the satisfaction of the Municipality and where applicable the appropriate external agencies. These conditions include:
 - a. Payment of the \$11,300.00 per new lot Community Sustainability Fee;
 - b. Submission of all necessary engineered drawings, cost estimates and engineer review fees for all required external and internal transportation infrastructure (namely construction of the internal subdivision road, cul-de-sac bulb, approach construction, installation of required signage and external road upgrades), drainage, grading and any other necessary municipal and on-site improvement as required by Council and the Public Works Department;
 - c. Submission of all necessary Letters of Credit in accordance with the Municipal Development Agreement;
 - d. Submission of Liability Insurance required in accordance with the Municipal Development Agreement; and
 - e. All utility right-of-way agreements and associated easements, licences and installation requirements to be provided to the satisfaction of the County and utility providers.

4. Executed Municipal Development Agreement to be complied with and registered on the certificate of title of the lands subject to the Development Agreement, concurrent with the Plan of Survey;
5. Applicant is to provide a road naming proposal and addressing requirements, to the satisfaction of the County;
6. The Landowner is required to fully execute a Municipal Development Agreement for the purpose of future road construction should it be necessary to remove the access for proposed Lot 5 from the Highway at the landowner's expense, to be registered on the certificate of title of the lands subject to the Development Agreement, concurrent with the Plan of Survey;
7. The Landowner is required to execute a County Road Acquisition Agreement for the purpose of future road dedication and development for the purpose of access to the balance lands and lot 5 should it be required in the future, with the agreement to be registered concurrently with the Plan of Survey. The area of the future road dedication is required to be identified and registered by right-of-way plan to the satisfaction of the County;
8. The Landowner is required to execute a County Overland Drainage Easement and right-of-way Agreement with respect to the drainage areas identified on the accepted site plan and any associated riparian lands, to the satisfaction of the Public Works department. This Agreement and right-way-plan are required to be registered concurrently with the Plan of Survey;
9. The Landowner is required to execute Access Right-of-Way Agreement(s) with the County as a party to the agreement(s), over the temporary cul-de-sac bulbs and the full extent of the areas required for the portions of the cul-de-sac that would be outside of the road plan for the future road, to the satisfaction of the County. The agreements are required to be registered by right-of-way plan concurrently with the plan of survey to the satisfaction of the Public Works Department;
10. 5 metres of land in perpendicular width located along the south boundary of the subject parcel (north side of 354 Avenue W), is required to be surveyed out for future road widening concurrently with the Plan of Survey, to the satisfaction of the Public Works department;
11. Submission of a Septic Disposal Evaluation for proposed lots 1 to 5 (ranging from 3.52 +/- to 6.47 +/- acres in size), to the satisfaction of the Public Works department;
12. Site plan to be provided which identifies building envelopes for proposed lots 1 to 5 (ranging from 3.52 +/- to 6.47 +/- acres in size), that meets the requirements as outlined in Policy 9 under the Residential section of the MDP2010, to the satisfaction of the Public Works department;
13. Public Reserve: to be provided by cash-in-lieu of land based on \$22,351.00 per acre on the account of 10% of the proposed lots 1 to 5 (total of 23.67 +/- acres) and to be deferred by way of caveat on the 13.88 +/- acre parcel;
14. Landowners are to pay all arrears of taxes on the existing parcel prior to finalization of the subdivision;
15. Submission of all required engineering review fees to the satisfaction of the Public Works Department;
16. The landowner is required to submit a complete Development Permit application to bring the total number and cumulative size of existing accessory buildings on the 13.88 +/- acre Country Residential balance into compliance with the Land Use Bylaw; and

17. Submission of subdivision endorsement fees.

CIRCULATION REFERRALS

The application was circulated to all necessary internal departments and external agencies. The responses received are summarized in the table below.

CIRCULATION REFERRALS	
REFEREE	COMMENTS
INTERNAL	
GIS/Mapping	Regarding the proposed subdivision name of “Olivaster Ridge” an initial analysis revealed no concerns. Currently GIS recommends the applicant proceed with the subdivision name of “Olivaster Ridge” Regarding the proposed road name of “Olivaster Ridge West” an initial analysis revealed no concerns. Recommend proceeding with the road name of “Olivaster Ridge West”.
Fire Chief	No concerns Subdivision Name will need to be registered with available mapping software such as Google Maps and Apple Maps to ensure a proper response from all Emergency Services including Fire/AHS/RCMP
Foothills Patrol	From an enforcement perspective, we have no issues or concerns regarding this application.
EXTERNAL	
Wheatland County	No concerns
Rocky View County	No concerns
Town of High River	Upon review of the application and information submitted by the applicant, it appears that the proposal would have no impact on the Town of High River, and as such the Town considered its interests to be unaffected by this application.
Canada Post	No issues or concerns from CPC regarding this application

REQUEST OF COUNCIL

Council is respectfully requested to review the road naming proposal and may wish to consider one of the following options.

Option 1 – Approval:

Council may choose to approve the proposed road name for the new internal subdivision road located within Ptn. SE 34-20-01-W5M as *Olivaster Ridge West*.

Council may further choose to approve the subdivision name, *Olivaster Ridge*, for the subdivision within Ptn. SE 34-20-01-W5M.

Option 2 – Refusal:

Council may choose to refuse the proposed road name, for the new internal subdivision road located within Ptn. SE 34-20-01-W5M

Council may further choose to refuse the subdivision name, *Olivaster Ridge*, for the subdivision within Ptn. SE 34-20-01-W5M.

APPENDICES

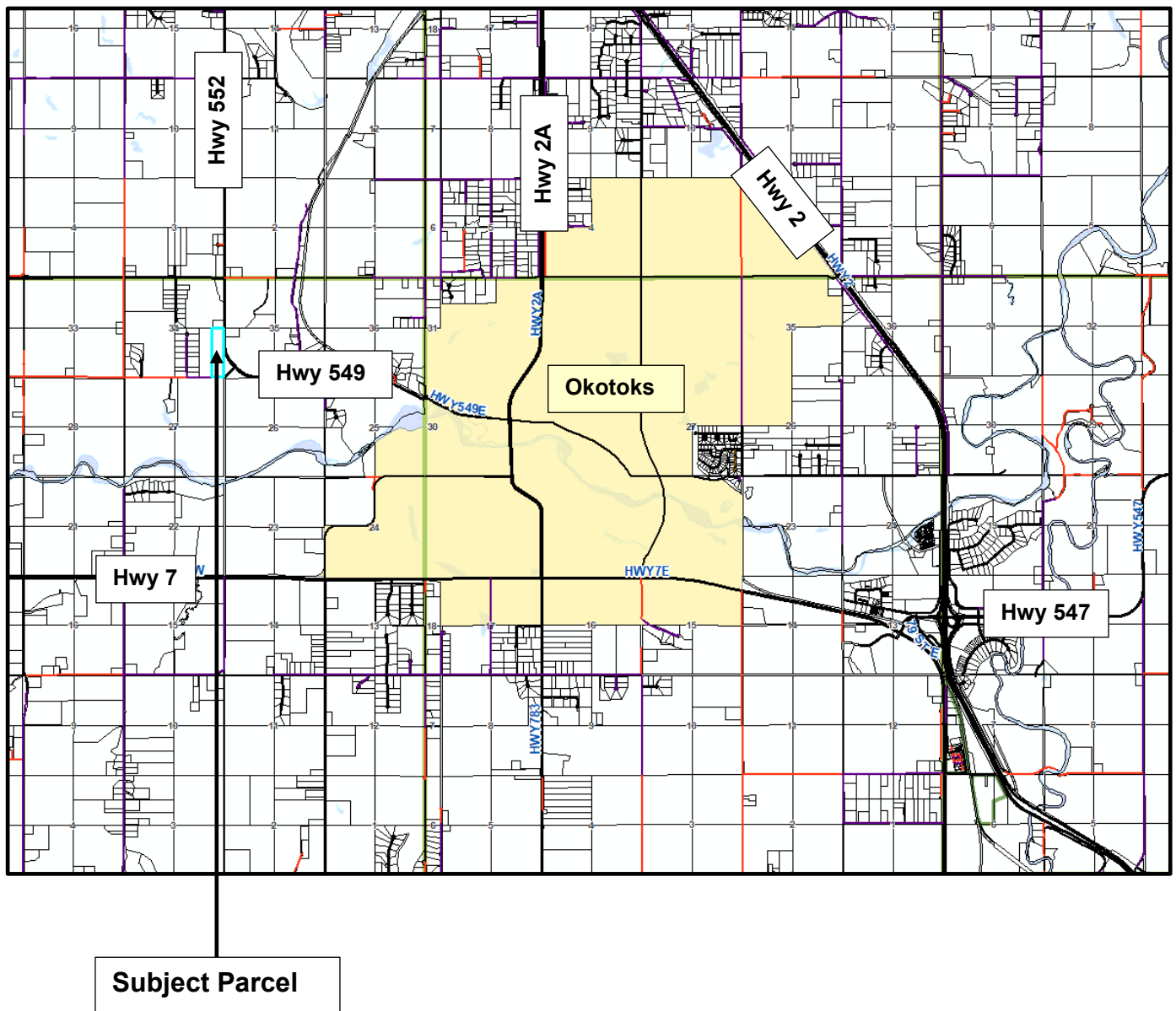
APPENDIX A:

Location Map

APPENDIX B:

Applicant's Request

APPENDIX A: LOCATION MAP



APPENDIX B: APPLICANT'S REQUEST LETTER WITH SITE PLAN

110-259 Midpark Way SE
Calgary, AB T2X 1M2

Phone: 403.880.8921
TWPplanning.com



Foothills County
Box 5605
High River, AB
T1V 1M7

June 2, 2025

ATTN: Reeve Miller and Members of Council

RE: Application for Subdivision Naming and Road Naming
SE 34-20-01 W5M
Landowners: Dwight Murray

Dear Reeve Miller and Members of Council,

This letter seeks approval to dedicate this Subdivision as "Olivaster Ridge " and a road name as "Olivaster Ridge West" within the Foothills County.

The word "Olivaster" is the name of a beautiful greenish-brown colour that you will see over the course of a season on Mr. Murray's lands. Olivaster Ridge is comprised of one small internal cul-de-sac servicing four Country Residential lots and one balance lot. Lot 5 will be accessed via the existing approach along Highway 549 (please refer to the attached figure).

Thank you for your consideration of our request. Should you have any questions or concerns please do not hesitate to contact the undersigned.

Sincerely,
Township Planning + Design Inc.

A handwritten signature in black ink, appearing to read "Kristi Beunder".

Kristi Beunder, B.A., M.E.Des.
RPP MCIP
Senior Planner / Principal

Cc: Dwight Murray

SITE PLAN - PROPOSED ROAD EXTENSION AND ROAD NAME



Subdivision & Road Naming

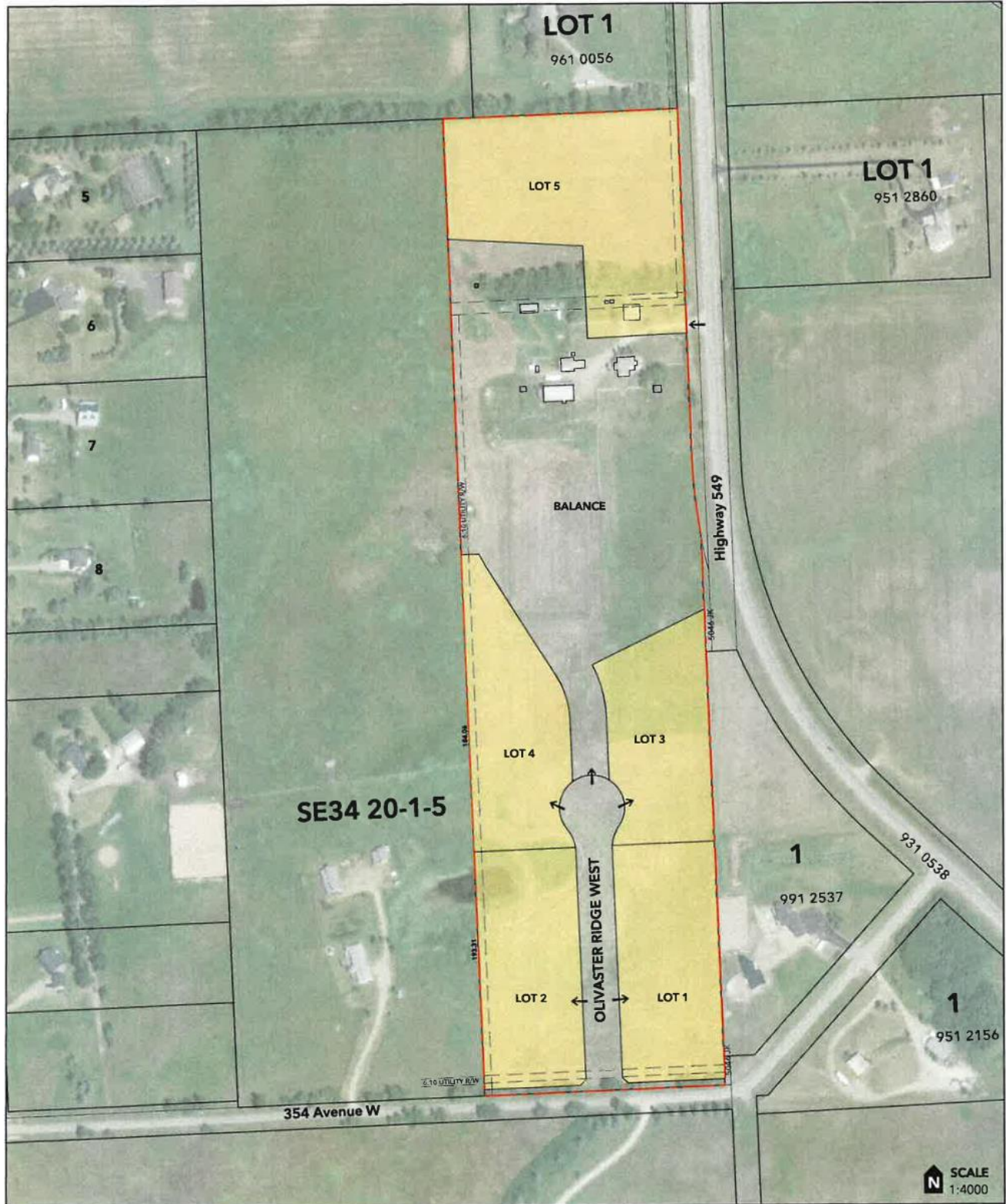
Dwight Murray


June 2, 2025

LEGAL ADDRESS

SE 34-20-01 WSM

Easterly 201.17m of the SE quarter



DEPARTMENT: Legislative Services	
	TOPIC: Foothills Country Hospice Society - Request for Support
REPORT PRESENTED BY: Manager of Legislative Services Sherri Barrett	

PURPOSE OF REQUEST

To consider the Foothills Country Hospice Society's request for support of its 2025 annual fundraising gala.

BACKGROUND

The Foothills Country Hospice Society (FCHS) is requesting support for its 2025 annual fundraising gala, "Under the Big Top: Where Carnival, Community & Compassion Collide," which will take place on October 17, 2025, at the Foothills Centennial Centre in Okotoks, to raise funds for the operation of the Foothills Country Hospice.

Council's direction in response to previous year's requests has been to support the society by way of a silent auction item.

REQUEST OF COUNCIL

Proposed Motion:

That Council acknowledge the invitation to attend the Foothills Country Hospice Society's 2025 annual fundraiser gala, Big Top: Where Carnival, Community & Compassion Collide and authorize the donation of a silent auction item.

APPENDICES

Appendix A: Letter of Request

Appendix B: Gala 2025 Sponsorship Package

From: [Legislative Services](#)
To: [Agendas](#)
Subject: FW: Help Us Bring the Magic to UNDER THE BIG TOP!
Date: September 8, 2025 11:19:39 AM
Attachments: [FCHS Under the Big Top 2025 - Sponsorship Package - FINAL FILLABLE.pdf](#)

From: Lindsey Dunham <ldunham@countryhospice.org>
Sent: September 8, 2025 11:17 AM
To: Legislative Services <legislative.services@foothillscountyab.ca>
Subject: Help Us Bring the Magic to UNDER THE BIG TOP!

Good morning Sherri,

I hope this message finds you well! I'm reaching out on behalf of Foothills Country Hospice. First, I'd like to extend my heartfelt thanks to Foothills County for your recent sponsorship of our Heartbeat for Hospice Radiothon, back in February. That event was a huge success and helped us immensely in our fundraising towards expanding our facility. Your commitment has played a meaningful role in helping us continue to provide compassionate end-of-life care to individuals and families in our community.

I am now thrilled to introduce you all to a completely reimagined version of our annual fundraising gala- [Under the Big Top: Where Carnival, Community & Compassion Collide](#). Taking place on Friday, October 17, 2025 at the Foothills Centennial Centre, this year's event promises to be unlike anything we've hosted before. We're trading the traditional Gala format for a vibrant, immersive experience featuring carnival games, engaging fundraising activities, a circus performance, and surprises around every corner. It's a bold move that we believe will broaden our reach and bring even more awareness and support to our mission!

Sherri, we would be truly grateful if Foothills County would consider partnering with us once again as a sponsor. With your continued involvement, we can make *Under the Big Top* a remarkable success. **I've attached our sponsorship package, which outlines several meaningful ways your business can support this one-of-a-kind event and the essential work of Foothills Country Hospice.** As we expand our facility and capacity, we are serving more than twice the number of residents and families each year- ensuring that more people in our community receive compassionate care at the end of life. Your sponsorship directly supports this vital mission.

If you'd like to discuss sponsorship options or have any questions, please don't hesitate to contact me directly at 403-995-4673 ext. 219 or ldunham@countryhospice.org. I'd love to connect.

Thank you again for your past support, and I hope to welcome you *Under the Big Top* this October!

Warm regards,



Lindsey Dunham

EVENTS COORDINATOR

FOOTHILLS COUNTRY HOSPICE SOCIETY

P: 403-995-4673 Ext. 219 • F: [403-938-0831](tel:403-938-0831) •

www.countryhospice.org

Physical Address: 322001 32 St E, Okotoks, AB T1S 1A5

Mailing Address: PO Box 274, Okotoks, AB T1S 1A5

Please note that I work Monday to Thursdays, and am away from the office on Fridays.

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[EXTERNAL EMAIL] This email has originated from outside of the Foothills County organization. Do not click on any links or open any attachments unless you recognize the senders Name and Email address.

A FOOTHILLS COUNTRY HOSPICE FUNDRAISER



MORE INFORMATION & TICKETS ONLINE: [COUNTRYHOSPICE.ORG](https://countryhospice.org)



ABOUT THE SHOW

FRIDAY, OCTOBER 17, 2025

6:00PM APPETIZERS, DRINKS, CARNIVAL GAMES
8:30PM CIRCUS PERFORMANCE
9:45PM RAFFLES, DRAWS, DJ & DANCE

VIKING RENTALS CENTRE • OKOTOKS, ALBERTA

STEP RIGHT UP, FOLKS!

We are excited to invite you to Under the Big Top: Where Carnival, Community & Compassion Collide! A bold, reimagined twist on our cherished Gala event.

As you may know, our annual Gala has long supported the vital work of our Foothills Country Hospice. This year, we're trading the formal dinner and speeches for something a little more spectacular – think dazzling circus acts, classic carnival games and all your favourite fundraising fun, wrapped in a vibrant and immersive experience.

We're thrilled to bring a fresh energy to this beloved tradition and can't wait to connect with our growing community in a whole new way, all in support of a cause that's close to our hearts.

Expect an unforgettable night featuring:

- Carnival games
- A full circus performance
- Beloved fundraising activities
- Food, cocktails, fun and surprises around every corner



Each year, this special evening raises funds for terminally ill adults and their loved ones, allowing them to access the help they need, when they need it most. Our residents and families need your support – help us reach our goal of **\$160,000!**

**Sorry kids, this is for grown ups only and is an 18+ event.*

QUESTIONS ABOUT SPONSORSHIP OPPORTUNITIES OR THE SHOW? EMAIL LINDSEY DUNHAM events@countryhospice.org PHONE 403-995-4673

MORE INFORMATION & TICKETS ONLINE: COUNTRYHOSPICE.ORG

BIG TOP SPONSOR

OVERVIEW

	INVESTMENT	RINGMASTER \$10,000	GRANDSTAND \$5,000	CAROUSEL \$2,500	SPOTLIGHT \$1,000
OPPORTUNITIES AVAILABLE		1	4	6	UNLIMITED
COMPLIMENTARY TICKETS		1 VIP TABLE (SEATS 4)	4 TABLE SEATS	-	-
Recognition in Pre-Event Email Sent to Ticket Holders		♦			
Name in Digital Facebook Advertising*		♦			
Name in Western Wheel Promo Ad as Presenting Sponsor*		♦			
Custom Social Media Story Feature* (Post-Event)		♦			
Name & Logo in 1 Tagged Social Media Posts* (Pre-Event)		♦	♦	♦	
Name & Logo in 1 Tagged Social Media Posts (Post-Event)		♦	♦	♦	
Name in 1 Tagged Social Media Posts (Post-Event)					♦
Logo on Digital Event Tickets as Presenting Sponsor*		♦			
Logo on Spooling Multimedia During Event		♦	♦	♦	
Logo Included at Photo Op/Selfie Station*		♦			
Recognition From The Podium		♦	♦	♦	
Logo on Event Collateral Where Applicable*		♦	♦	♦	
Name & Logo on Guest Tables		♦	♦		
Event Program Full Page Ad* (provided by sponsor and approved by FCHS)		♦			
Logo in Event Program*		♦	♦	♦	
Name in Event Program*					♦
Recognition in Post-Event Email Sent to Ticket Holders		♦			
Story Feature in FCHS Monthly eNewsletter* (November 2025)		♦			
Logo & Link in FCHS Monthly eNewsletter (November 2025)		♦	♦	♦	
Logo & Link on FCHS Website: Events Page		3 mths	3 mths		
Logo in Western Wheel Thank You Ad		♦	♦	♦	
Name in Western Wheel Thank You Ad					♦
Logo in FCHS Annual Report		♦	♦	♦	
Name in FCHS Annual Report		♦	♦	♦	♦
Feature Rotating Banner With Link on FCHS Website		2 wks			
Right To Use Event Name in Corporate Marketing Campaigns		♦	♦	♦	♦

*Some benefits are subject to print and production deadlines. Specific requirements and timelines are outlined within each sponsorship level.

MIDWAY SPONSOR

♦ OVERVIEW ♦

	COMFORT COVERS	CARNIVAL GAMES	50/50	RAFFLES
INVESTMENT	\$2,500	\$2,500	\$1,00	\$1,000
OPPORTUNITIES AVAILABLE	1	4	1	2
Recognition in Pre-Event Email Sent to Ticket Holders	♦	♦	♦	♦
Custom Specialty Activity		♦		♦
Name in Western Wheel Promo Ad as 50/50 Sponsor*			♦	
Name & Logo in 1 Tagged Social Media Posts* (Pre-Event)	♦	♦	♦	♦
Name & Logo in 1 Tagged Social Media Posts (Post-Event)	♦	♦	♦	♦
Name on Digital 50/50 Tickets			♦	
Logo on Spooling Multimedia During Event (Related to Activity)	♦	♦	♦	♦
Recognition From The Podium (Related to Activity)	♦	♦	♦	♦
Logo on Event Collateral (Related to Activity)	♦	♦	♦	♦
Name & Logo on Guest Tables (Related to Activity)	♦	♦	♦	♦
Name & Logo in Event Program (Related to Activity)	♦	♦	♦	♦
Logo & Link in FCHS Monthly eNewsletter (November 2025)	♦	♦		
Logo on FCHS Website: Events Page (Related to Activity)			1 wk	
Logo in Western Wheel Thank You Ad	♦	♦		
Name in Western Wheel Thank You Ad			♦	♦
Logo in FCHS Annual Report	♦	♦		
Name in FCHS Annual Report			♦	♦
Right To Use Event Name in Corporate Marketing Campaigns	♦	♦	♦	♦

*Some benefits are subject to print and production deadlines. Specific requirements and timelines are outlined within each sponsorship level.

♦ ABOUT THE MIDWAY ♦

The Midway offers interactive and engaging sponsorship opportunities designed to put your brand directly in the spotlight with our guests. From unique fundraising activities to fun carnival-style games, these opportunities give sponsors a chance to showcase their creativity, connect with the community, and make a lasting impact. Whether through naming rights, in-kind contributions, or hands-on engagement, Midway sponsors help bring the energy and excitement of the carnival to life all while supporting the vital care provided at Foothills Country Hospice.

BIG TOP RINGMASTER SPONSOR

TITLE SPONSOR INVESTMENT \$10,000

OPPORTUNITIES AVAILABLE 1
COMPLIMENTARY TICKETS 1 VIP TABLE (SEATS 4)

BENEFITS

BENEFITS	DUE DATES & DEADLINES
• Recognition in Pre-Event Email Sent to Ticket Holders	-
• Name in Digital Facebook Advertising	October 1
• Name in Western Wheel Promo Ad as Presenting Sponsor	September 24
• Custom Social Media Story Feature (Post-Event)	November 18
• Name & Logo in 1 Tagged Social Media Posts (Pre-Event)	October 6
• Name & Logo in 1 Tagged Social Media Posts (Post-Event)	-
• Logo on Digital Event Tickets as Presenting Sponsor	ASAP/Ongoing
• Logo on Spooling Multimedia During Event	-
• Logo Included at Photo Op/Selfie Station	October 6
• Recognition From The Podium	-
• Logo on Event Collateral Where Applicable	October 6
• Name & Logo on Guest Tables	-
• Event Program Full Page Ad (provided by sponsor)	October 6
• Logo in Event Program	October 6
• Recognition in Post-Event Email Sent to Ticket Holders	-
• Story Feature in FCHS Monthly eNewsletter (Nov 2025)	November 18
• Logo & Link in FCHS Monthly eNewsletter (Nov 2025)	-
• Logo & Link on FCHS Website: Events Page (3 months)	-
• Logo in Western Wheel Thank You Ad	-
• Logo in FCHS Annual Report	-
• Name in FCHS Annual Report	-
• Feature Rotating Banner With Link on FCHS Website (2 weeks)	-
• Right To Use Event Name in Corporate Marketing Campaigns	-

Dates & deadlines are provided to help us meet print & event requirements. If you have questions about timing, please connect with us - we're happy to work with you.

BIG TOP GRANDSTAND SPONSOR

INVESTMENT \$5,000

OPPORTUNITIES AVAILABLE 4
COMPLIMENTARY TICKETS 4 TABLE SEATS
TICKET DISCOUNT UP TO 2 ADDT'L TABLE SEATS @ 50% OFF

BENEFITS

BENEFITS	DUE DATES & DEADLINES
• Name & Logo in 1 Tagged Social Media Posts (Pre-Event)	October 6
• Name & Logo in 1 Tagged Social Media Posts (Post-Event)	-
• Logo on Spooling Multimedia During Event	-
• Recognition From The Podium	-
• Logo on Event Collateral Where Applicable	October 6
• Name & Logo on Guest Tables	-
• Logo in Event Program	October 6
• Logo & Link in FCHS Monthly eNewsletter (Nov 2025)	-
• Logo & Link on FCHS Website: Events Page (3 months)	-
• Logo in Western Wheel Thank You Ad	-
• Logo in FCHS Annual Report	-
• Name in FCHS Annual Report	-
• Right To Use Event Name in Corporate Marketing Campaigns	-

THE BIG TOP

Dates & deadlines are provided to help us meet print & event requirements. If you have questions about timing, please connect with us - we're happy to work with you.

BIG TOP CAROUSEL SPONSOR

INVESTMENT \$2,500

OPPORTUNITIES AVAILABLE	6
COMPLIMENTARY TICKETS	-
TICKET DISCOUNT	UP TO 6 TABLE SEATS @ 50% OFF

BENEFITS

- Name & Logo in 1 Tagged Social Media Posts (Pre-Event)
- Name & Logo in 1 Tagged Social Media Posts (Post-Event)
- Logo on Spooling Multimedia During Event
- Recognition From The Podium
- Logo on Event Collateral Where Applicable
- Logo in Event Program
- Logo & Link in FCHS Monthly eNewsletter (Nov 2025)
- Logo in Western Wheel Thank You Ad
- Logo in FCHS Annual Report
- Name in FCHS Annual Report
- Right To Use Event Name in Corporate Marketing Campaigns

DUE DATES & DEADLINES

October 6

-

-

-

October 6

October 6

-

-

-

-

-

Dates & deadlines are provided to help us meet print & event requirements. If you have questions about timing, please connect with us - we're happy to work with you.

BIG TOP SPOTLIGHT SPONSOR

INVESTMENT \$1,000

OPPORTUNITIES AVAILABLE	UNLIMITED
COMPLIMENTARY TICKETS	-
TICKET DISCOUNT	UP TO 6 TABLE SEATS @ 50% OFF

BENEFITS

- Name in 1 Tagged Social Media Posts (Post-Event)
- Name in Event Program
- Name in Western Wheel Thank You Ad
- Name in FCHS Annual Report
- Right To Use Event Name in Corporate Marketing Campaigns

DUE DATES & DEADLINES

-

October 6

-

-

-

THE BIG TOP

Dates & deadlines are provided to help us meet print & event requirements. If you have questions about timing, please connect with us - we're happy to work with you.

♦ ABOUT FOOTHILLS COUNTRY HOSPICE ♦

The Foothills Country Hospice Society (FCHS) is a donor-supported, volunteer-driven charitable organization founded on providing exemplary end-of-life care and compassion to residents and their loved ones. The professionally trained FCHS employees and volunteers provide around-the-clock end-of-life and bereavement care. Attention is paid to physical needs, expert pain and symptom management, emotional and spiritual well-being, and bereavement support as residents prepare for the completion of their life's journey. Our focus remains on holistic, comfortable care that meets residents with dignity and respect.

There is no cost to residents for their clinical care and meals during their stay with us.

MIDWAY COMFORT COVERS SPONSOR

INVESTMENT \$2,500

OPPORTUNITIES AVAILABLE
TICKET DISCOUNT

1
UP TO 6 TABLE SEATS @ 50% OFF

BENEFITS

- Recognition in Pre-Event Email Sent to Ticket Holders
- Name & Logo in 1 Tagged Social Media Posts (Pre-Event)
- Name & Logo in 1 Tagged Social Media Posts (Post-Event)
- Logo on Spooling Multimedia During Event (Related to Activity)
- Recognition From The Podium (Related to Activity)
- Logo on Event Collateral (Related to Activity)
- Name & Logo on Guest Tables (Related to Activity)
- Logo in Event Program (Related to Activity)
- Logo & Link in FCHS Monthly eNewsletter (Nov 2025)
- Logo in Western Wheel Thank You Ad
- Logo in FCHS Annual Report
- Name in FCHS Annual Report
- Right To Use Event Name in Corporate Marketing Campaigns

DUE DATES & DEADLINES

-
October 6
-
-
-
October 6
October 6
October 6
-
-
-
-
-

THE MIDWAY

♦ ABOUT COMFORT COVERS ♦

This exclusive sponsorship launches a special fundraising activity at the event, with funds dedicated to purchasing a high-impact clinical item that directly enhances resident care. This year, proceeds will go toward four new hospital-grade mattress covers, each costing just over \$1,600 (\$6,400+ in total). These specialized covers improve both comfort and safety for residents and are cleaned frequently to maintain dignity and care in every room. Guests will be invited to contribute toward the total cost during the event, while the sponsor receives prominent name recognition throughout this one-of-a-kind initiative.

♦ ABOUT CARNIVAL GAMES ♦

Bring your brand to life on the Midway! We'll work with you to customize your game to best showcase your brand, from design elements to playful twists that reflect your personality. But don't worry, we'll take care of the logistics so you can focus on creativity. Sponsors are also welcome (but not required) to provide staff or volunteers to run the game and engage directly with guests, as well as share brochures, giveaways, or branded takeaways to make the experience even more memorable.

INSPIRATION »



INVESTMENT \$2,500

MIDWAY CARNIVAL GAME SPONSOR

OPPORTUNITIES AVAILABLE
TICKET DISCOUNT

4
UP TO 6 TABLE SEATS @ 50% OFF

BENEFITS

- Custom Specialty Activity
- Recognition in Pre-Event Email Sent to Ticket Holders
- Name & Logo in 1 Tagged Social Media Posts (Pre-Event)
- Name & Logo in 1 Tagged Social Media Posts (Post-Event)
- Logo on Spooling Multimedia During Event (Related to Activity)
- Recognition From The Podium (Related to Activity)
- Logo on Event Collateral (Related to Activity)
- Name & Logo on Guest Tables (Related to Activity)
- Logo in Event Program (Related to Activity)
- Logo & Link in FCHS Monthly eNewsletter (Nov 2025)
- Logo in Western Wheel Thank You Ad
- Logo in FCHS Annual Report
- Name in FCHS Annual Report
- Right To Use Event Name in Corporate Marketing Campaigns

DUE DATES & DEADLINES

October 1
-
October 6
-
-
-
October 6
October 6
October 6
-
-
-
-

MIDWAY 50/50 SPONSOR

INVESTMENT \$1,000

OPPORTUNITIES AVAILABLE

1

BENEFITS

- Name in Western Wheel Promo Ad as 50/50 Sponsor
- Recognition in Pre-Event Email Sent to Ticket Holders
- Name on Digital 50/50 Tickets
- Name & Logo in I Tagged Social Media Posts (Pre-Event)
- Name & Logo in I Tagged Social Media Posts (Post-Event)
- Logo on Spooling Multimedia During Event (Related to Activity)
- Recognition From The Podium (Related to Activity)
- Logo on Event Collateral (Related to Activity)
- Name & Logo on Guest Tables (Related to Activity)
- Name & Logo in Event Program (Related to Activity)
- Logo on FCHS Website: Events Page (Related to Activity)
- Name in Western Wheel Thank You Ad
- Name in FCHS Annual Report
- Right To Use Event Name in Corporate Marketing Campaigns

DUE DATES & DEADLINES

September 24

-

October 6

October 6

-

-

-

October 6

October 6

October 6

October 6

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-

-

THE MIDWAY

♦ ABOUT 50/50 ♦

Everyone loves the thrill of a 50/50! As the presenting sponsor, the 50/50 will proudly carry your name (e.g., "The Awesome Company 50/50") across all promotions – online, in-person, and at the event itself. This sponsorship helps cover the cost of hosting the raffle, while positioning your brand at the center of a highly visible and exciting fundraising activity.

♦ ABOUT RAFFLES ♦

Our raffles are a centerpiece of excitement, drawing attention with high-value prizes. Last year's "Austen Jewellers Luxury Tax" raffle sold out in 30 minutes! As a Raffle Sponsor, you'll provide a standout prize such as jewellery, electronics, or another coveted item making this an ideal in-kind sponsorship. Each raffle will feature a branded setup at the event, with your company recognized in event materials and announcements as guests purchase tickets for their chance to win. This is a powerful way to showcase your brand while directly fueling the success of the fundraiser.

INVESTMENT \$1,000

MIDWAY RAFFLE SPONSOR

OPPORTUNITIES AVAILABLE

2

BENEFITS

- Custom Specialty Activity
- Recognition in Pre-Event Email Sent to Ticket Holders
- Name & Logo in I Tagged Social Media Posts (Pre-Event)
- Name & Logo in I Tagged Social Media Posts (Post-Event)
- Logo on Spooling Multimedia During Event (Related to Activity)
- Recognition From The Podium (Related to Activity)
- Logo on Event Collateral (Related to Activity)
- Name & Logo on Guest Tables (Related to Activity)
- Logo in Event Program (Related to Activity)
- Name in Western Wheel Thank You Ad
- Name in FCHS Annual Report
- Right To Use Event Name in Corporate Marketing Campaigns

DUE DATES & DEADLINES

October 1

-

October 6

-

-

-

October 6

October 6

October 6

-

-

-

COMPLETE THIS COMMITMENT FORM TODAY TO SECURE YOUR SPONSORSHIP!

The employees and volunteers at the Foothills Country Hospice Society deeply appreciate your support. We believe in providing exemplary care and compassion for those we serve and are most grateful to all our donors and community partners who share our vision. Together we are making a difference in palliative hospice care for Foothills and Calgary community members.

Please Indicate Your Sponsorship Level

Sponsorship Commitment Deadline: OCT 1, 2025

- ☐ **BIG TOP RINGMASTER (\$10,000)**
- ☐ **BIG TOP GRANDSTAND (\$5,00)**
- ☐ **BIG TOP CAROUSEL (\$2,500)**
- ☐ **BIG TOP SPOTLIGHT (\$1,000)**

- ☐ **MIDWAY BEDSIDE TABLE (\$2,500)**
- ☐ **MIDWAY CARNIVAL GAMES (\$2,500)**
- ☐ **MIDWAY 50/50 (\$1,000)**
- ☐ **MIDWAY RAFFLES (\$1,000)**



Company / Name:

Contact:

Email: Phone #:

Mailing Address: City: Province: Postal Code:

Website: Instagram: Facebook:

Please email the completed form, along with logo (where applicable) to Lindsey Dunham: events@countryhospice.org

Please Indicate Your Method of Payment

- ☐ Cheque (payable to Foothills Country Hospice)
- ☐ Invoice
- ☐ Credit Card

Credit Card #:


Name on Card:

Expiry Date: CVC:

Please note the differences between sponsorships and donations. As per Canada Revenue Agency, sponsorship qualifies as an advertising expense that your business may be able to deduct at tax time. A donation qualifies for a charitable receipt, but does not receive recognition of a sponsorship. Charitable receipts will not be issued for monetary or gifts in kind sponsorship.

As valued friends, Foothills Country Hospice Society requests your consent to send you important information and announcements from our organization. Your consent is required to comply with the Canadian Anti-Spam Legislation (CASL). Please check the "I consent" box below. You may unsubscribe at any time.

☐ I consent to receive the Foothills Country Hospice e-newsletter containing news, announcements, and info about upcoming event information. This may include information regarding donation requests, fundraising events, and initiatives.

DEPARTMENT: Legislative Services	
	TOPIC: Request for Letter from Council Re: Speed Reduction on Highway 2A from 498 Avenue to Highway 7 and Highway 2A North of Okotoks at 306 Avenue
REPORT PRESENTED BY: CAO Ryan Payne	

PURPOSE OF REQUEST

For Council to consider sending a letter to Minister Sigurdson requesting consideration of a speed reduction.

BACKGROUND

The County has previously written to the province requesting implementation of an 80 km/h speed limit on the following portions of provincial highways:

- Highway 2A from 498 Ave to Highway 7
- Highway 2A north of Okotoks at 306 Ave

The province has established a formal process for adjusting speed limits on provincial highways whereby proposals are submitted to the local MLA for review. If supported, recommendation will be forwarded to the Minister of Transportation for approval.


REQUEST OF COUNCIL

Proposed Motion:

That Council authorize the Reeve to issue a letter to Minister Sigurdson, MLA for Highwood, requesting consideration of his support to a reduction in speed limits to 80 km/h on the following provincial highways:

- Highway 2A from 498 Ave to Highway 7
- Highway 2A north of Okotoks at 306 Ave

APPENDICES

DEPARTMENT: Legislative Services	
	TOPIC: Foothills County/Diamond Valley - Shared Services Agreements
REPORT PRESENTED BY: CAO Ryan Payne	

PURPOSE OF REQUEST

For Council to consider the shared services agreements between Diamond Valley and Foothills County.

BACKGROUND

The Town of Diamond Valley and Foothills County Intermunicipal Committee and respective administrative teams have been working on completing the Intermunicipal Collaboration Framework (ICF) in order to meet the September 30, 2025 deadline.

The Diamond Valley/Foothills County Intermunicipal Committee met on September 9, 2025 and recommends the following shared services agreements to respective Councils.

- Master Shared Services Agreement
- Schedule A - Master Shared Services Agreement Report
- Fire Services Agreement
- Mutual Aid Agreement

REQUEST OF COUNCIL

Proposed Motion:

That Council authorize the Reeve and Chief Administrative Officer to sign the following shared services agreements: Master Shared Services Agreement, Schedule A - Master Shared Services Agreement Report, Fire Services Agreement and Mutual Aid Agreement with the Town of Diamond Valley.

APPENDICES

Appendix A: Master Shared Services Agreement
Appendix B: Schedule A - Master Shared Services Agreement Report
Appendix C: Fire Services Agreement
Appendix D: Mutual Aid Agreement

APPENDIX A:

THIS AGREEMENT made this _____ day of _____, A.D. 2025.

BETWEEN:

TOWN OF DIAMOND VALLEY

a municipal corporation within the meaning of the
Municipal Government Act, R.S.A. 2000, Chapter M-26

(the "Town")

-and-

FOOTHILLS COUNTY

a municipal corporation within the meaning of the
Municipal Government Act, R.S.A. 2000, Chapter M-26

(the "County")

MASTER SHARED SERVICES AGREEMENT

WHEREAS pursuant to Section 54 of the ***Municipal Government Act*** R.S.A. 2000 Chapter M-26, a municipality may provide any service that it provides within its own boundaries in another municipality with the agreement of that other **municipality**;

AND WHEREAS Part 17.2 of the ***Municipal Government Act*** R.S.A. 2000 Chapter M-26 requires an Intermunicipal Collaboration Framework;

AND WHEREAS the Councils of the Town and the County determined that a formula and methodology for the cost sharing of soft and hard services be established in a master agreement;

AND WHEREAS the Town and County wish to share costs relating to the delivery of agreed upon soft and hard services on a fair and equitable basis;

AND WHEREAS 'fair and equitable' will mean that one municipality is not subsidizing the other municipality;

AND WHEREAS this Agreement will be based on services provided and received and not the ability to pay;

AND WHEREAS this Agreement will be based on a solid partnership including open communication and no 'after the fact' surprises;

AND WHEREAS there will be no discrimination regarding services available and the cost of services to Town and County residents;

AND WHEREAS this agreement will include collaborative arrangements that will not have cost sharing implications between the Town and the County;

AND WHEREAS the purpose of future agreement amendments is to enhance the partnership between the two municipalities;

NOW THEREFORE in consideration of mutual covenant, terms and conditions contained herein, the parties hereto agree as follows:

1 DEFINITIONS

1.1 In this agreement unless the context otherwise requires

- a) "Agreement" means this Master Shared Services Agreement.
- b) "Chief Administrative Officers" (CAOs) means the Municipal Managers of the Town and the County
- c) "Fire Services Agreement" means the separate agreement between the Town and the County for which the Town provides fire services to the County.
- d) "Intermunicipal Committee" means the committee of two Councillors, alternate and the CAO each from the Town and the County
- e) "Police" means the Royal Canadian Mounted Police assigned to the Town and the County and the Town and County Community Peace Officers.
- f) 'Services' means the services provided by the County and the Town to their residents as identified and defined in Section 5.

2 SCHEDULES

2.1 The following Agreements are expressed and incorporated into and form part of this Agreement as Schedules:

Schedule "A"	Master Shared Services Agreement Report
Schedule "B"	Fire Services Agreement
Schedule "C"	Water Transmission Agreement
Schedule "D"	Community Peace Officers Agreement
Schedule "E"	Foothills Cemetery Agreement
Schedule "F"	Agreement Annual Timeline and Specific Deadlines

3 TERM and AMENDMENT

3.1 This Agreement shall be binding on the parties on the date that it is signed by both parties and shall come into effect on January 1, 2026.

3.2 This Agreement will be reviewed every five (5) years from the effective date of this Agreement in accordance with Article 9. After December 31, 2026, either party may provide written notice to the other party of its desire to negotiate and amend the terms and conditions of this Agreement at any time. Upon issuance and receipt of this notice, the parties agree that they will consider and negotiate any such proposed amendments in good faith and will follow the process set out in

Section 19. If a mutually agreeable amendment cannot be reached, either party may terminate the Agreement in accordance with Sub-section 4.1.

4 TERMINATION OF AGREEMENT UPON NOTICE

- 4.1 If either the County or the Town wish to terminate this Agreement at any time before December 31, 2030, they may do so by giving the other three year's written notice of termination or a mutually agreed upon lesser notice.
- 4.2 In the event that the Town or the County terminates this Agreement in accordance with this Article 4,
- (a) the County will only be obligated to pay the County share of the costs to the Town and
 - (b) the Town will only be obligated to pay the Town share of the costs to the County in accordance with this Agreement as at the effective date of termination of this Agreement, calculated on a pro-rated basis.

5 SERVICES

The Town and the County hereby agree upon the principles that they will employ to partner, collaborate and/or cost share in providing the following services to their residents. Each service is defined with the shared approaches for each service identified.

5.1 Potable water:

'Potable water' shall be defined to be potable water services provided by either the Town or the County.

- (a) The Town shall continue to provide water transmission services under the Water Transmission Agreement as per Schedule C.
- (b) The cost of exploring other sources of water will be shared equitably by all parties involved.
- (c) The Town and the County will determine cost sharing for capital and operating costs prior to providing potable water to either party outside of the existing SRRUC framework.

5.2 Wastewater:

'Wastewater' shall be defined to be domestic or commercial sewer services provided by either the Town or the County

- (a) The Town does not currently provide wastewater services to the County.
- (b) The cost of exploring regional or sub-regional sanitary sewer systems will be shared equitably by all parties involved.

- (c) The Town and the County will determine cost sharing for capital and operating costs prior to providing sanitary sewer service to either party.

5.3 **Storm water:**

'Storm water' shall be defined to be storm sewer for domestic or commercial purposes.

- (a) The Town and the County shall collaborate regarding future developments upstream or downstream from the Town or County in planning, engineering and design of storm water systems. This collaboration will address the volume and quality of storm water. The intent is to ensure that developments are designed to maintain storm pre-development water flows on the property.

5.4 **Roads and transit:**

'Roads and transit' shall be defined to include road networks, pathways and trail systems, and subsidized public transit.

(a) Road Networks

The County and Town administration will meet in the spring of each year to review each municipality's long range transportation plan and address specific project planned for future years that may impact traffic patterns, volumes, and types of traffic in both municipalities.

Currently the Town maintains Dunham Lane which is in the County and serves 4 County properties. In exchange, the County maintains 1.5 miles of 16th Street, which is in Diamond Valley. In addition, the County maintains 1 mile of 418th Ave. which is in Diamond Valley as it is a maintainable road oil surface and serves County residents.

(b) Pathways and trail systems

The requirement for pathways and trail systems shall be negotiated on a per development basis. Cost sharing will depend on the type of development.

(c) Public Transit

The County and the Town shall address future changes to public transit together with the understanding that, in the event of subsidization, both municipalities will cost share this program under parameters to be determined at that time.

5.5 **Fire:**

"Fire Services" has the same meaning as in the Fire Services Agreement. The County will pay the Town Fire Service Fees in accordance with the Fire Services Agreement as per Schedule B.

5.6 **Police and Municipal Enforcement:**

'Police' shall be defined as the provision of protective services to the Town and the County by those who enforce law and order, the Royal Canadian Mounted Police, Community Peace Officers, or other policing agencies, and services provided by the noted entities including traffic control, bylaw enforcement, animal control, safety co-ordination, education for the public and public relations.

- (a) Town and County related costs of the RCMP detachment will be recognized as such and will not be part of the Town and County funding calculations determined by senior governments.
- (b) Schedule D outlines community peace officer shared services.

5.7 Mutual aid:

'Mutual aid' shall be defined as a sharing of resources when the resources of a municipality are not adequate to cope with an emergency or disaster and another municipality provides their resources to assist in addressing the emergency or disaster.

- (a) Mutual aid will be provided in accordance with the South-Central Mutual Aid Agreement (2018).
- (b) The Town and County shall develop a mutual aid agreement for consideration by each municipality that addresses fire and emergency services outside of the Diamond Valley Fire Response Area.

5.8 Disaster:

'Disaster' shall be defined as an event that results in serious harm to the safety, health or welfare of people or in widespread damage to property.

- (a) To facilitate co-ordination of disaster services, the Town and County shall collaborate when either municipality activates their Emergency Coordination Center and the disaster event impacts or may impact the other municipality. This initiative will be reflected in the Municipal Emergency Plans of the Town and County.
- (b) The Town and the County shall annually confirm to each other by April 30 whether their Municipal Emergency Plan was updated and provide a summary of the revisions.

5.9 911 and Dispatch:

'911 and Dispatch' shall be defined as the 911 call answer and fire dispatch services operated by the Foothills Regional Emergency Services Commission (FRESC).

- (a) The Town and the County both contribute to this service. No changes for the future are recommended.

5.10 School Sites:

'School sites' shall be defined as the land provided by municipalities for construction of schools as requested by school authorities in the jurisdiction.

- (a) The Inter-municipal Development Plan shall require the County and the Town both be included in discussions with the school authorities when future school sites are discussed and;
- (b) Community use of facilities and playing fields shall be discussed in the same manner.

5.11 **Solid Waste Management:**

'Solid waste management' shall be defined as the collection, processing and storage of waste materials including garbage collection, transfer stations, landfill site and recycling depots.

- (a) The County shall continue to contract third party garbage collection services for subdivisions, where the County provides other utilities. Upon any review of garbage collection services by the County, the County will notify the Town and the Town may submit a proposal for garbage collection services in the County.

- (b) Landfill site:

The Town and the County shall continue to partner in the Foothills Regional Services Commission partnership under the current agreement for landfill services.

- (c) Transfer Station:

The County owns and operates the Transfer Station and it is used approximately 50/50 by Town and County residents. The County will be responsible to track use of the facility, and Diamond Valley will contribute its share toward the cost to operate the facility as outlined in the Schedule A Master Shared Services Report.

5.12 **Medical Services:**

'Medical services' shall be defined as providing or assisting in providing facilities and equipment that will enhance the provision of health care.

- (a) The Town and the County shall pursue opportunities to enhance health services in their area. At a minimum, health services shall be discussed by the IMC once per year.

5.13 **Economic Development/Business Services:**

'Economic development' shall be defined as the process that influences growth and restructuring of local economy to enhance the economic well-being of a community. It includes the initiatives of commercial and industrial development, retention and expansion of businesses, tourism marketing and promotion and community development.

- (a) The Town and the County shall continue to collaborate informally regarding economic development in their municipalities and the region and will identify and discuss together future economic development initiatives.

5.14 **Cemetery:**

'Cemetery services' shall be defined as services providing traditional forms of interment and also cremation as an alternative interment option.

- (a) The Town owns the Foothills Cemetery, and the County is contracted to operate the cemetery on behalf of the parties in accordance with the Cemetery Agreement included in Schedule E. Costs to manage and operate the Foothills Cemetery are shared 2/3 by the Town and 1/3 the County.
- (b) The Town and the County shall cooperate to identify and address Town and/or County cemetery expansion.

5.15 **Recreation:**

'Recreation services' shall be defined as:

- Indoor facilities including aquatic centers, arenas and curling rinks and the programs provided in these facilities; and
- Outdoor facilities including sports fields, campgrounds and parks.

- (a) The County shall share the costs of operating the Town indoor recreation facilities as per Section 11.2 of the Master Shared Services Agreement Report in Schedule A.
- (b) The Town and County shall replace the current Recreation Cost Sharing Agreement with this Master Shared Services Agreement.
- (c) The costs of operating Town and County outdoor facilities shall not be shared at this time.

5.16 **Family & Community Support Services (FCSS):**

'Family and Community Support Services' shall be defined as programs and services that are preventative in nature to promote and enhance well-being among individuals, families and communities.

- (a) The Town shall continue to administer FCSS programs that can be accessed by County Residents.
- (b) The County may provide funding to the FCSS programs operated by the Town based on County resident usage and, in some cases, more than the County user ratio if Provincial funding to the County is available as determined by the County FCSS committee.
- (c) The Town and County will continue to collaborate in a reciprocal relationship for the provision of FCSS services to their residents.

5.17 **Social Services:**

'Social Services' shall be defined as services, other than medical services, that are intended to assist a person with a disability or social disadvantage in society on a level comparable to that of a person who does not have such a disability or disadvantage.

- (a) The Town and the County will continue to identify and pursue opportunities to enhance social services for the municipalities. This initiative fits with the responsibilities of the Town and the

County FCSS but, further, at a minimum, social services needs and opportunities shall be discussed by the IMC once per year.

5.18 Seniors Housing:

'Seniors Housing' shall be defined as senior citizens' lodge accommodation in accordance with the Alberta Housing Act.

- (a) The current funding for senior's housing is determined by the Provincial Government and therefore the purposes of this agreement there are no changes to the current funding regime.

5.19 Affordable Housing:

'Affordable Housing' shall be defined as housing provided for low to moderate income families, individuals, seniors and persons with special needs.

- (a) The Town and the County shall continue to identify opportunities for affordable housing for the municipalities.

5.20 Other Cultural and Community Facilities:

'Cultural and Community Facilities' shall be defined as facilities used to provide cultural, historical and entertainment experiences for the community as well as the ongoing preservation of historical buildings.

- (a) Unless otherwise agreed by the Town and the County, the County shall not share the operating costs of any facility or program that provides cultural, historical entertainment experiences.

6 COST SHARING PARAMETERS

6.1 Timing of Payments

The Parties shall make all cost sharing payments to each other on a quarterly basis together with a final payment as referenced in Schedule "E". Payments for each quarter will be 25% of the current year's budget for that service. The final invoice issued in accordance with Schedule "E" will be based on the actual costs incurred for the service less the quarterly payments previously made.

6.2 Fire:

The parameters to cost share fire services provided by the Town to the County are provided in the Fire Services Agreement in Schedule "B".

6.3 Cemetery:

The cost sharing ratio will be based on the Foothills Cemetery Agreement in Schedule E.

6.4 Recreation:

The cost sharing ratio will be based on the number of users for specific recreation programs. Specifics of sharing the costs to operate the recreation indoor facilities and programs are in Section 11.2 of the Master Shared Services Agreement Report in Schedule "A".

6.5 **Capital Expenditures:**

Both parties shall have input on all major capital decisions of \$100,000 or greater made by the other party respecting the , cemetery, transfer station, fire and recreation services and the parties may negotiate a modified cost sharing arrangement for these capital expenditures as the parties deem appropriate from time to time. The party responsible for the major capital decision shall develop a financial model to be provided to the other party that identifies the implications of the capital decision including the following information:

- (a) Rational for the capital project.
- (b) Impacts on future operations – services and financial.
- (c) Funding sources.
- (d) Conceptual plans.
- (e) Any other pertinent information.

For clarity, this clause will also apply to fire services but for information purposes only so as not to delay or block a project that is required for an essential service.

Amortization on new and existing capital property (100% Town-owned) will be included in the annual expense calculation. Amortization on shared capital property (i.e. where County shared or wholly funded a capital purchase) will be excluded from shared expenses.

7 **TRANSITION**

7.1 The County and the Town recognize that the implementation of the Master Shared Services Agreement may result in additional revenues to the Town and/or the County. Each municipality anticipates that these additional revenues will not result in extraordinary increases to the total costs but rather that the net operating cost of the respective service will be reduced and that the total cost will remain consistent with costs prior to the revised cost sharing arrangements.

7.2 The implementation of cost sharing on specific services may be phased in over a period of more than one year.

(a) New Services

The implementation of cost sharing new services shall be phased in over a three year period in equal percentages of the eligible costs unless mutually determined otherwise by both the Town and the County Specific services to be phased in over a three year period, upon signing of this agreement, will include the curling rink and associated costs, as well as any other services not previously shared.

(b) New Facilities

Cost sharing of new facilities may be phased in over more than one year as determined in a modified cost sharing arrangement mutually agreed to by the Town and County.

8 AGREEMENTS BETWEEN THE TOWN AND COUNTY.

8.1 The following agreements between the Town and County will continue to remain in force in addition to this Agreement:

- a) SRRUC (20XX)
- b) Water Transmission Agreement (20XX)
- c) Community Peace Officers Agreement (2022)
- d) Foothills Cemetery Agreement (2009)

8.2 The following agreements will be replaced by this Agreement and will be terminated effective on the date this Agreement is signed by both parties:

- (a) Turner Valley Fire Services Agreement (2002)
- (b) Black Diamond Fire Services Agreement (2003)

8.3 To the extent that there is any inconsistency or conflict between this Master Shared Service Agreement and the specific agreements set out above in Sections 8.1 and 8.2, or other existing agreements in effect at the time of signing this agreement, the provisions of this Master Shared Services Agreement shall take precedence to the extent of the inconsistency or conflict.

9 AGREEMENT REVIEW

9.1 This Agreement will be reviewed every five (5) years from the effective date of the Agreement, or such other term as may be mutually agreed by the Town and County.

9.2 Annual financial and statistical reports for each of the service areas will be provided to the CAO's of the Town and County by May 31 of each year this Agreement is in effect.

9.3 The CAO's will jointly prepare an annual report to be presented to the IMC by September 30 of each year of this Agreement. This report will provide at a minimum the following information:

- (a) Statistical data from the previous fiscal year and projected statistics for the current and future years.
- (b) Financial information from the previous fiscal year and the budget for the current year.
- (c) A summary comment by the CAO's for each service area.
- (d) Recommendations to the IMC.

9.4 Amendments arising from the reviews in Clauses 9.1 through 9.3 will be done in accordance with Clause 3.2.

10 PAYMENT OF GST

- 10.1 All amounts payable by the Parties hereunder shall be exclusive of any goods and services tax ("GST").

11 ALLOCATION OF RISK, INSURANCE AND INDEMNITY

- 11.1 Each party hereto (the "Indemnifying Party") shall indemnify and save harmless the other party (the "Indemnified Party"), together with its elected officials, directors, officers, employees, contractors, volunteers and agents from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind the Indemnified Party may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:

- (a) the misconduct, breach of this Agreement or any of the Agreements outlined in Part 8, negligent action or negligent failure to act, as the case may be, of the Indemnifying Party and/or any of those persons for whom the Indemnifying Party is responsible at law (including, without limitation, any of its employees or subcontractors) in connection with the performance of its obligations pursuant to this Agreement or any of the Agreements outlined in Part 8, or
- (b) any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the misconduct, breach of this Agreement or any of the Agreements outlined in Part 8, negligent action or negligent failure to act of the Indemnifying Party and/or any of those persons for whom the Indemnifying Party is responsible at law (including, without limitation, any of its employees or subcontractors) in connection with the performance of or failure to perform its obligations pursuant to this Agreement or any of the Agreements outlined in Part 8.

The Indemnified Party has the right, but not the obligation, to participate in a defense without relieving the Indemnifying Party from any of its obligations hereunder.

The parties' indemnification obligations are separate and apart from the parties' other obligations set out in this Agreement or any of the Agreements outlined in Part 8. The indemnification obligations shall survive the termination of this Agreement or any of the Agreements outlined in Part 8. The Indemnified Party need not incur any expenses before it may engage the right of indemnity set out herein.

- 11.2 Each party, during the term of this Agreement, including any renewal thereof, at its own expense, will maintain or have maintained with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta, a General Liability insurance policy for bodily injury (including death), and property damage in an amount of not less than TEN MILLION \$10,000,000 DOLLARS for any one occurrence and must include:
- (a) each party added as an Additional Insured;
 - (b) a Cross Liability Clause;

- (c) a broad form Contractual Liability Clause;
- (d) non-owned Automobile Liability extension which incorporates:
 - (i) "Contractual Liability Endorsement S.E.F.96"; and
 - (ii) "Legal Liability for Damage to Hired Automobile Endorsement";

each of which to be suitably amended to meet the obligations of each party in terms of this Agreement.

- 11.3 Prior to the commencement of this Agreement, and thereafter by February 1st of each year of this Agreement, each party shall provide to the other party documentary evidence of such insurance per Clause 11.2 and any renewal of such insurance. Failure for any reason to furnish or have furnished such evidence may be considered a breach of this Agreement allowing the other party, at its sole option, the right to terminate the Agreement.

12 CURE

- 12.1 Subject to sub-section 14.1, in the event that one party fails to properly discharge all of its obligations pursuant to this Agreement (the "Defaulting Party"), the party not in default of its obligations (the "Non-Defaulting Party") may terminate this Agreement by delivering notice to that effect to the Defaulting Party. Such termination shall be subject to a sixty (60) day cure period which the Defaulting Party will be given a reasonable opportunity to cure the default or to provide evidence satisfactory to the Non-Defaulting Party that all reasonable steps have been taken to cure the default. If the default continues or remains in existence upon the expiry of the cure period, the Non-Defaulting Party may terminate the Agreement in writing effective upon delivery of written notice to the Defaulting Party.

13 OBLIGATIONS ON TERMINATION OR EXPIRY OF TERM

- 13.1 Within ninety (90) days of the effective date of termination of this Agreement the Town shall submit to the County, a final invoice for all amounts payable to the Town for the provision of Services contemplated in this Agreement for the period up to and including the effective date of termination which has not previously been invoiced.

14 DISPUTE RESOLUTION

- 14.1 Unless specifically described herein the contrary, the following provisions shall apply to the resolution of conflict between the parties as they arise:
- (a) The County and the Town agree to utilize all reasonable efforts to resolve any dispute whether arising during the term of this Agreement or at any time after its termination promptly and in an amiable manner by negotiations between the parties;

- (b) The County and the Town 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;
- (c) Initially, the dispute shall be referred to the respective Chief Administrative Officers of the County and the Town. The Chief Administrative Officers, or their designates, shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration;
- (d) If a dispute cannot be resolved by the parties by mutual agreement within a time period that is reasonably satisfactory to the party raising the issue under consideration, either party may submit the dispute for mediation. Both parties may, on notice to the other party, request that mediation take place and the parties shall together select a mediator whose qualifications are appropriate to the matter to be mediated. During the mediation process, no action will be taken by either party to commence or continue legal or arbitration proceedings under this Agreement. The cost of the mediator will be equally shared by the parties. Any mediation which takes place will be strictly confidential. No proposal or concession made by either party in the course of mediation may be used by either party in any subsequent proceedings. The mediator may not be called by either party as a witness in any subsequent proceedings. Unless otherwise agreed to in writing, mediation will be in accordance with the procedures of the ADR Institute of Canada, Inc.;
- (e) Should mediation fail to result in a resolution of the dispute between the parties within fifteen (15) days after the parties initially attempted to mediate the dispute, either party may submit the dispute for arbitration as provided in Subsection (f) below. The determination arising out of the arbitration process shall be final and binding upon the parties;
- (f) Arbitration shall be conducted in accordance with the following terms:
 - i. The arbitration shall be carried out by a single arbitrator pursuant to the provision of this Section;
 - ii. If the parties are unable to agree on a single arbitrator, the party desiring arbitration shall nominate one (1) arbitrator and shall notify the other party in writing of the nomination. The notice shall set forth a brief description of the matter submitted for arbitration. The other party shall, within ten (10) days after receiving such notice, nominate an arbitrator and the two (2) arbitrators shall select a chairman of the arbitration tribunal to act jointly with them. The parties will act reasonably and in good faith to select arbitrators who are suitably qualified by education or professional experience to deal with the matters which are subject of arbitration. If the nominated arbitrators are unable to agree on the selection of a chairman within ten (10) days after the second arbitrator is nominated, the parties or either one of them may apply to the Alberta Court of King's Bench to have the chairman appointed;

- iii. If the party receiving the notice of the nomination of an arbitrator by the party desiring arbitration fails with ten (10) days to nominate an arbitrator, then the arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he shall think fit and his decision shall, subject to the provision of this Agreement, be binding upon the parties;
- iv. Any arbitration conducted pursuant to this Agreement shall take place in the City of Calgary and, subject to the provisions of this Agreement, the decision of the arbitrator or arbitrators and chairman as the case may be, or any of the two (2) of them, in writing, shall be binding upon the parties both in respect of procedure and the conduct of the parties during the proceedings and final determination of the issue. Any written award or decision of the arbitrator(s) shall not repeat or recite any evidence which is proprietary or confidential to either party;
- v. The costs of arbitration shall be borne by the parties as may be specified in the arbitrator's decision; and
- vi. Except as modified herein, the provisions of the Alberta **Arbitration Act**, as amended from time to time, shall govern the arbitration process.

14.2 Except for the purposes of preserving a limitation period or obtaining an appropriate interim order to remedy where reasonably necessary, unless otherwise agreed to by the parties in writing, it is a condition precedent to the bringing of any legal proceedings that the means or procedures in this Section have been used and followed in good faith.

15 FORCE MAJEURE

15.1 Neither the Town nor the County shall be liable to the other for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure". For the purposes of this Agreement, "Force Majeure" means any cause not within the control of the Town including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions.

Where the Town or the County is prevented from carrying out its obligations hereunder due to Force Majeure, then it shall, as soon as possible, give notice of the occurrence of such Force Majeure to the other and shall thereupon be excused from the performance of such obligations for the period of time directly attributable to the effect of the Force Majeure.

16 WAIVER

- 16.1 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 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 party to complain of any act or failure to act of 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 or its rights hereunder.

17 UNENFORCEABILITY

- 17.1 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance 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 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 extent permitted by law.

18 ENTIRE AGREEMENT

- 18.1 This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

19 AMENDMENTS

- 19.1 No amendment or alteration of any of the provisions of this Agreement shall take effect until such changes are reduced to writing and signed by the parties hereto.
- 19.2 Subject to paragraph 3.2 the process to amend this Agreement will normally be initiated at the time this Agreement is reviewed.

20 FURTHER ASSURANCES

- 20.1 The parties hereto 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.

21 NOTICES

- 21.1 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) Personally, by delivering it to the party on whom it is to be serviced 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; or
 - (b) By facsimile or by any other electronic method by which a written or recorded message may be sent and a copy may be made of the document from the electronic means of sending the notice, directed to the party on whom it is to be served at the 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; or
 - ii. At the commencement of the next ensuing business day of following transmission with answer back confirmation thereof; or
 - (c) By mailing via first class registered post, postage prepaid, to the party on whom is served. Notice so served shall be deemed to be received seventy-two (72) hours 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 received unless actually received.
- 21.2 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 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:

the County:

Foothills County

309 Macleod Trail, Box 5605
High River, Alberta
T1V 1M7

Phone: (403) 652-2341

Fax: (403) 652-7880
Email: CAO@foothillscountyab.ca
Attention: CAO

the Town:

Town of Diamond Valley
Box 10
Diamond Valley, Alberta
T0L 0H0

Phone: (403) 933-6219
Email: CAO@diamondvalley.town
Attention: CAO

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

22 HEADINGS

- 22.1 The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

23 SINGULAR, PLURAL AND GENDER

- 23.1 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 and all covenants herein shall be construed to be joint and several when applicable to more than one party.

24 ASSIGNMENT

- 24.1 This Agreement shall not be assignable by either party to any other person, firm or corporation without the prior written consent of the other party.

25 ENUREMENT

- 25.1 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

26 GOVERNING LAW AND SUBMISSION TO JURISDICTION

- 26.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of Alberta.

27 SURVIVAL

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

IN WITNESS WHEREOF the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

TOWN OF DIAMOND VALLEY

FOOTHILLS COUNTY

MAYOR

REEVE

CAO

CAO

Schedule E: Agreement Annual Timeline and Specific Deadlines

The parties agree that they will adhere to the following timelines and deadlines with respect to administering this Agreement:

Master Shared Services Agreement		
	Insurance Information	
	February 1	Insurance information provided to other party
	Annual Review	
	May 31	Data provided to CAO's
	September 30	CAO's provide written report to IMC
	Invoices for Cost Shared Services	
	March 31, June 30, Sept 30, Dec 31	Town/County invoices County/Town for current year
	March 31	Final actual invoice for prior year
	Budget for Cost Shared Services	
	October 15	Town/County provides County/Town draft cost shared services budget for next fiscal year
	Fire Population Amendment	
	December 31	Revise population census for Town and County
	Agreement amendment or termination	
	December 31	Notices of intent to renew or terminate
	Roads and Transit	
	Road Networks	
	Spring of each year	Review long range transportation plans
	Disaster Services	
	Municipal Emergency Plan	
	April 30	Confirm the plan has been updated and provide summary of revisions

**Foothills County
Town of Diamond Valley**

**“Schedule A”
Shared Services Agreement Report**

August 2025

Table of Contents

COST SHARING PRINCIPLES	4
1. SERVICES ADDRESSED	6
1.1 Roads and Transit.....	6
1.1.1 Definition	6
2. EMERGENCY AND PROTECTIVE SERVICES.....	6
2.1 Fire.....	6
2.1.1 Current Status	6
2.2 Police & Municipal Enforcement	6
2.2.1 Definition	6
2.3 Mutual Aid	6
2.3.1 Definition	6
2.3.2 Current Status	6
3. 911 and Dispatch.....	7
3.1 Definition	7
3.2 Current Status	7
3.3 Future.....	7
4. Solid Waste Management.....	8
4.1 Definition	8
4.2 Current Status	8
4.3 Future.....	Error! Bookmark not defined.
6. Medical Services.....	8
6.1 Definition	8
6.2 Current Status	8
6.3 Future.....	8
7. Economic Development/Business Services	9
7.1 Definition	9
8. Cemetery	9
8.1 Definition	9
8.2 Current Status	9
8.3 Definition	9
8.4 Current Status	9
8.5 Cost Sharing Template.....	11

9.	Family and Community Support Services	12
9.1	Definition	12
9.2	Current Status	12
10.	Social Services	12
10.1	Definition	12
10.2	Current Status	12
11.	Seniors Housing	12
11.1	Definition	12
11.2	Current Status	13
12.	Other Cultural and Community Facilities	13
12.1	Definition	13
12.2	Current Status	13

COST SHARING PRINCIPLES

The following principles were used to develop the Master Shared Services Agreement:

- a. **Understand** each other's growth aspirations by providing full disclosure and factual information;
- b. **Respect** each other's point of view and have honest interaction and realistic expectations;
- c. **Respect** which aspects of development planning and growth are of mutual interest and which areas are of single jurisdictional interest;
- d. **Share** costs relating to the delivery of agreed upon soft and hard services on a **Fair and Equitable** basis;
- e. **Support** each other in finding mutually beneficial solutions;
- f. **Serve** the constituents while respecting the social, economic and infrastructure capacities of the municipalities;
- g. **Communicate** effectively to clarify any challenges and provide a clear and mutually supportive message to the public and media; and
- h. **Live** within the **Carrying Capacity** of the landscape.
- i. **'Fair and Equitable'** will mean that one municipality is not subsidizing the other municipality.
- j. The collective agreement will be 'fair and equitable' but individual services within the Agreement may not necessarily achieve the 'fair and equitable' definition.
- k. The Agreement will provide sufficient guidance for proper implementation and consistent interpretation.
- l. The Agreement will have the ability to evolve over time and to adjust to change.
- m. The process to amend the Agreement will be more administrative than political
- n. The purpose of future Agreement amendments is to enhance the partnership between the two municipalities.
- o. The Agreement will include a mechanism for review and refinement.
- p. The Agreement will be reviewed periodically (at minimum, every 5 years) to ensure that the goals and principles are being achieved.
- q. The Agreement will be based on services provided and received and not the ability to pay.
- r. The Agreement will be based on a solid partnership including open communication and no 'after the fact' surprises.

- s. There will be no discrimination regarding services available and the cost of such services to Town and County residents.

1. SERVICES ADDRESSED

1.1 Roads and Transit

1.1.1 Definition

'Roads and transit' shall be defined to include:

- Road networks
- Pathways and trail systems
- Subsidized public transit

2. EMERGENCY AND PROTECTIVE SERVICES

2.1 Fire

2.1.1 Current Status

The Town will continue to provide fire protection to the County in accordance with a Fire Services Agreement for the period starting January 1, 2026 and will continue unless terminated or amended in accordance with the Fire Services Agreement. (Schedule B)

2.2 Police & Municipal Enforcement

2.2.1 Definition

The Royal Canadian Mounted Police (under contract through the Provincial Government) and Community Peace Officers (municipal employees) provide protective services to the Town and the County. Services provided by the Community Peace Officers include traffic control, bylaw enforcement, animal control, safety co-ordination, education for the public and public relations.

2.3 Mutual Aid

2.3.1 Definition

'Mutual Aid' is when the resources of a municipality are not adequate to cope with an emergency or disaster and another municipality provides their resources to assist in addressing the emergency or disaster.

2.3.2 Current Status

Mutual aid agreements/bylaws:

Fire Suppression/Rescue Mutual Aid agreement

- This is an agreement between the Town and the County to address situations when fire emergency mutual aid is provided to either party.
- 2025 is the date of the agreement.

South Central Mutual Aid Agreement (2018)

- Mutual Aid Agreement for Calgary South area.

3. 911 and Dispatch

3.1 Definition

The Foothills Regional Emergency Services Commission (FRESC) operates a 911 call answer and fire dispatch service. The call centre answers 911 calls and forwards police related calls to Red Deer RCMP dispatch and ambulance calls to Calgary EMS dispatch. Calls requiring fire department services are dispatched through FRESC.

3.2 Current Status

FRESC provides 911 and fire dispatch services to the County and Town as described above. The cost for these services is a per capita charge similar for both municipalities. County and Town residents are served equitably.

3.3 Future

A key challenge in providing educational services from a municipal perspective is matching supply of school sites with demand for school sites from several school authorities across multiple boundaries.

Historically, most schools throughout the Province have been located in the urban areas and students in these schools come from both urban and rural locations. This trend is changing as residential development increases in rural municipalities and significantly impacts how the education, recreation and community needs will be addressed. Long term planning for school sites, recreational facilities and playing fields is essential and should include all the municipal and education stakeholders.

The Inter-municipal Development Plan should include the requirement that the County and the Town be both included together in discussions with the school authorities when future school sites are being discussed and, further, that community use of facilities and playing fields be discussed in the same manner.

4. Solid Waste Management

4.1 Definition

‘Solid waste management’ includes garbage collection, transfer stations, landfill sites and recycling depots.

4.2 Current Status

a. Transfer stations

The County operates a transfer site at Priddis which solely serves County residents. A second transfer site is at Black Diamond/Turner Valley which includes urban residents. Both transfer sites do not operate at full cost recovery.

b. Landfill sites

The Foothills Regional Services Commission is a partnership of area municipalities to provide and manage wastewater and landfill operations. The wastewater partners are the County and the Towns of High River and Okotoks and the land fill partnership also includes the Town of Diamond Valley and Nanton. The County operates the landfill for the Commission as well as providing administrative services for both operations. Each partner providing services to the Commission are reimbursed for the direct costs.

The administrative services provided by the County includes the Commission CAO, part-time clerical, accounting supervision, budget development and financial reporting, financial software and meeting space, and landfill operations staff.

5. Medical Services

5.1 Definition

‘Medical services’ are defined as providing or assisting in providing facilities and equipment that will enhance the provision of health care.

5.2 Current Status

The Town and the County do not provide any medical services. STARS air ambulance provides services to the County and Diamond Valley and is funded based on Council’s annual budget allocations.

The Town provides first medical response services through the fire department with no compensation in addition to ancillary services of the provincial ambulance service.

5.3 Future

The Town and the County will pursue opportunities to enhance health services in their area. At a minimum, health services will be discussed by the IMC once per year.

6. Economic Development/Business Services

6.1 Definition

‘Economic development’ is the process that influences growth and restructuring of a local economy to enhance the economic well-being of a community. It includes the initiatives of industrial development, retention and expansion of businesses, tourism marketing and promotion and community development.

(a) The Town and the County shall continue to collaborate informally regarding economic development in their municipalities and the region and will identify and discuss together future economic development initiatives.

7. Cemetery

7.1 Definition

‘Cemetery services’ provide traditional forms of interment and cremation as an alternative interment option. These services include:

- Inventory of sales of burial and cremation plots and columbarium niches,
- Interment services,
- Maintenance of cemetery facilities and columbarium structure, and
- Management of cemetery upgrades and expansion projects.

7.2 Current Status

The Foothills Cemetery board was established to maintain, improve and manage the Foothills Cemetery jointly with the Town of Diamond Valley and Foothills County.

The Town and the County will share the operating and capital costs in accordance with the Foothills Cemetery Bylaw and ownership proportion.

Recreation facilities

7.3 Definition

‘Recreation facilities’ refers to indoor arenas, aquatic centres, field houses and curling rinks, including the programs provided in these facilities.

7.4 Current Status

Cost Sharing Parameters:

- a) The cost sharing will be based on ratio of users for specific recreation programs.
- b) The cost sharing ratio will be calculated annually using the user statistics for the program year ending April 30 for cost sharing the next fiscal year.
- c) The facilities for cost sharing, including the recreation programs and services provided in them, will be:
 - i. Aquatic center
 - ii. Small and large arenas and curling rink
 - iii. Recreation Center common areas
 - iv. Community programming
- d) Legal residence information will be collected by the Town as part of the registration process to determine the user ratio. This information will be provided to the County in summary form with source documents available for review upon request by the County.
- e) All direct operating costs of these programs will be eligible.
- f) All recreation related revenues will be deducted from the eligible costs to determine the cost share base.
- g) Indirect administrative overhead is not an eligible cost.
- h) Capital debt interest and amortization expense will be an eligible cost on new capital.
- i) Excluded from this agreement are all costs related to the Field House.
- j) Grants specific to recreation services will be shared.
- k) Capital grants specific to recreation services greater than \$100,000 will be credited to the County over the useful life of the asset purchased by the capital grant with the annual credit determined by the current year cost share ratio.
- l) The County recognizes that capital will be cost shared through long term debt interest and amortization expense, but the County will require input into major capital decisions of \$100,000 or greater and may have the option to negotiate a modified cost share arrangement of a capital expenditure.

7.5 Cost Sharing Template

Step 1: Determine the ratio of County users by program

	Aquatic Programs	Community Programs	Arenas
Town			
County			
Calgary			
Regional Towns			
Other			
Total			
County %	A	B	C

Step 2. Apply the County percentage to the net costs of the specific recreation programs.

	Aquatics	Arenas	Community Programs	Subtotal	Client Services	Recreation Centre	Total
	\$	\$	\$	\$	\$	\$	\$
Net Operating Cost							
Amortization							
Debt Interest							
Total Costs							
County %	A	B	C				
County % rounded							
County share							

8. Family and Community Support Services

8.1 Definition

‘Family and Community Support Services’ design and provide programs that are preventative in nature to promote and enhance well-being among individuals, families and communities.

8.2 Current Status

a) The Town shall continue to administer FCSS programs that can be accessed by County residents.

(b) The County shall provide funding to FCSS programs operated by the Town based on County resident usage and, in some cases, more than the County user ratio if Provincial funding to the County is available as determined by the County FCSS Coordinator.

9. Social Services

9.1 Definition

‘Social Services’ are defined as any service, other than medical service, that is intended to assist a person with a disability or social disadvantage to function in society on a level comparable to that of a person who does not have such a disability or disadvantage.

9.2 Current Status

The Town and the County shall continue to identify and pursue opportunities to enhance social services for the municipalities. This initiative fits with the responsibilities of the Town and County FCSS but, further, at a minimum, social services needs and opportunities shall be discussed by the IMC once per year.

10. Seniors Housing

10.1 Definition

‘Senior’s housing’ provides senior citizens with lodge accommodation in accordance with the Alberta Housing Act.

10.2 Current Status

The Westwinds Communities is represented by the County and the Towns of Okotoks, High River, Turner Valley, Black Diamond and the Village of Longview. Each municipality pays an annual requisition based on the equalized assessment of each municipality.

11. Other Cultural and Community Facilities

11.1 Definition

‘Cultural and community facilities’ are used to provide cultural, historical and entertainment experiences for the community as well as the ongoing preservation of historic buildings.

11.2 Current Status

County

- Currently the County does not contribute to the operations of culture and community facilities within the Town due to contributions made to numerous community associations halls within the County.

APPENDIX: D

MUTUAL AID AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, 2025 (the “**Effective Date**”).

BETWEEN

TOWN OF DIAMOND VALLEY,

a municipal corporation within the meaning of the *Municipal Government Act* (Alberta)

(“**the Town**”)

-and-

FOOTHILLS COUNTY,

a municipal corporation within the meaning of the *Municipal Government Act* (Alberta)

(“**the County**”)

WHEREAS Diamond Valley operates a Fire Department and provides fire protection services to the residents of their town;

AND WHEREAS Foothills County operates a Fire Department and provides fire protection services to the residents of their county;

AND WHEREAS Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, authorizes a Council to pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;

AND WHEREAS Section 7 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, authorizes a Council to pass bylaws for municipal purposes respecting services provided by or on behalf of the municipality;

AND WHEREAS an Emergency may affect either Party to such a degree that one Party may request the assistance from the other Party to respond to the Emergency;

NOW, THEREFORE, IN CONSIDERATION of the herein before recited premises and the mutual covenants of the Parties, the Parties agree as follows:

1. PURPOSE

- 1.1 To form an agreement between the Parties for Assistance to be provided in the event of an Emergency that exceeds the capacity of the responding Fire Department’s ability to effectively preserve life or to mitigate property loss.

2. **INTERPRETATION**

2.1 For the purpose of this Agreement:

- a. **“Agreement”** means this Mutual Aid Agreement.
- b. **“Assistance”** means the provision of fire suppression services, personnel, materials, equipment and services under the control of the Diamond Valley Fire Departments or the Foothills County Fire Departments (as the context requires) and includes a Full Response and a Standby Response;
- c. **“ATIA and POPA”** means the Access to Information Act (ATIA) and Protection of Privacy Act (POPA), (Alberta) and its regulations, all as may be amended or replaced from time to time;
- d. **“Authorized Fire Official”** means a Member of the Fire Department who is in charge of the response or call including the Fire Chief or Member in charge;
- e. **“Delay”** a.: the act of postponing, hindering, or causing something to occur more slowly than normal: the state of being delayed. get started without delay. b.: an instance of being delayed.
- f. **“Dispatch”** means Foothills Regional 911 – Foothills County Fire Departments or Foothills Regional 911 – Diamond Valley Fire Departments (as the context requires), which maintains radio communication with the respective Fire Departments;
- g. **“Dispute”** means a: to argue, debate, or quarrel about (something) b: to doubt the validity, etc., of.
- h. **“Emergency”** means a present or imminent event occurring in a Party’s jurisdiction that requires prompt coordination of action to protect the health, safety or welfare of people and/or to limit damage to property including a fire or incidents requiring trained firefighters and associated equipment to use skill and judgment in the suppression of fire, protection of property or First Aid together with required equipment and techniques;
- i. **“Fee”** means any fee to be charged by the Responding Party to the Requesting Party for providing Assistance;
- j. **“Fire Chief”** means, in the case of the Diamond Valley, the person holding the office of the Fire Department’s Fire Chief, and in the case of Foothills County, the person holding the office of Fire Chief, or that person’s designate;
- k. **“Fire Department”** means the Diamond Valley Fire Departments and its Members or Foothills County Fire Departments and its Members, as the context requires;

- l. **“First Aid”** means the provision of initial care for an illness or injury until definitive medical treatment can be accessed and generally consists of a series of simple and, in some cases, potentially life-saving techniques that an individual can be trained to perform with minimal equipment;
- m. **“Force Majeure Event”** means any cause not within the control of the Parties including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, inclement weather, orders or acts of military authorities, civil disturbances and explosions. For clarity, a lack of funds shall not constitute a Force Majeure Event;
- n. **“Full Response”** means that the Responding Party will deploy its available Members and equipment immediately in order to provide Assistance to the Requesting Party;
- o. **“Member”** means a duly appointed member of the Fire Department including but not limited to permanent, part time, paid on call and volunteer fire fighters;
- p. **“Parties”** means both Diamond Valley and Foothills County and **“Party”** means either of them, as the context requires;
- q. **“Personal Information”** has the meaning given to such term in ATIA and POPA;
- r. **“Record”** has the meaning given to such term in ATIA and POPA;
- s. **“Requesting Party”** means the Fire Department that has the Emergency and is requesting Assistance;
- t. **“Responding Party”** means the Fire Department that is providing Assistance; and
- u. **“Standby Response”** means that the Responding Party will coordinate its available Members and equipment and will be prepared to deploy its Members and equipment for the purpose of providing Assistance immediately at the further request of the Requesting Party.

2.2 The recitals hereto shall form a part of this Agreement.

2.3 The following Schedules are attached to and form part of this Agreement:

Schedule “A” Fees

Schedule “B” Apparatus and Equipment

3. TERM OF AGREEMENT

- 3.1 The term of this Agreement will commence upon the Effective Date and shall continue in force until such time as either party gives proper notice to terminate.
- 3.2 Either Party may terminate this Agreement at any time by providing not less than thirty (30) days' prior written notice to the other Party of its intention to terminate the Agreement.
- 3.3 After April 1 of each calendar year, the Parties shall review this Agreement on an annual basis including any required revisions to fees, charges or terms which may be agreed to in writing by the Parties.
- 3.4 Notwithstanding Paragraph 3.3, either party may request a meeting to discuss concerns or required changes to the Agreement at any time by providing the other party with not less than (30) days' prior written notice of the meeting request including details of the issue to be discussed at the meeting.

4. PROCEDURE FOR INVOKING MUTUAL AID

- 4.1 From the Effective Date, in the event of an Emergency, the Requesting Party may request the Responding Party to provide Assistance to the Requesting Party (a "**Request**").
- 4.2 All Requests shall be made in accordance with the following procedure:
 - a. An Authorized Fire Official of the Requesting Party shall request Assistance from the Responding Party by placing a Request through the Responding Party's Dispatch either by radio or phone and shall advise if:
 - i. the Requesting Party is requesting a Standby Response or Full Response; and
 - ii. what apparatus and/or equipment is being requested and
 - iii. what the nature and location of the call is.
 - b. As soon as is reasonably practicable following receipt of a Request, an Authorized Fire Official of the Responding Party shall advise whether the Responding Party is able to provide the Assistance requested or any portion thereof, subject to Article 7.
- 4.3 In the event a Responding Party is delayed in rendering Assistance, the Responding Party shall, as soon as is reasonably practicable, give notice of such to the applicable Dispatch.

5. COMMAND AND CONTROL OVER EMERGENCY RESPONSE PERSONNEL AND EQUIPMENT

- 5.1 The Requesting Party's Authorized Fire Official shall be responsible for directing tasks, apparatus, and/or equipment dispatched as Assistance by the Responding Party. The Incident Command System (ICS) will be utilized.
- 5.2 If the Responding Party arrives at the scene of an Emergency to Provide Assistance pursuant to this Agreement, and the Requesting Party is not yet on scene of the Emergency, the responding Party shall assume command and control of the Emergency until the Requesting Party arrives at the scene of the Emergency, at which point the Requesting Party shall assume command and control of the Emergency.
- 5.3 Unless mutually agreed upon, when a Responding Party is providing Assistance, the overall operation shall be directed by the Fire Department of the Requesting Party.
- 5.4 Assistance to the Requesting Party from the Responding Party is to be provided for the period of time deemed appropriate by the Requesting Party. In the event of a change in circumstances (such as a Fore Majeure Event), the responding party may withdraw assistance or a portion of assistance at any time.

6. RESPONSE OBLIGATIONS OF THE PARTIES

- 6.1 Subject to Article 7, the Responding Party **[shall]** provide the level of Assistance requested by the Requesting Party, which may include requesting additional Members and/or apparatus and equipment if required.
- 6.2 Use of personal vehicles to provide Assistance shall not be permitted unless requested by the Authorized Fire Official.
- 6.3 The Responding Party's Authorized Fire Officials shall be responsible for directing tasks, apparatus, and/or equipment as dispatched by the Requesting Party, in the event that a task dispatched by the Requesting Party exceeds the qualification or training of the responding firefighters or other personnel.
- 6.4 Subject to Section 7.2, the Responding Party shall provide the following staffing levels for the requested apparatus and/or equipment unless otherwise directed or approved by the Authorized Fire Official of the Requesting Party:
 - a. Engine: up to four (4) firefighters
 - b. Rescue: up to four (4) firefighters
 - c. Tender: two (2) firefighters
 - d. Wildland: two (2) firefighters

- 6.5 Each Party shall provide a list of apparatus and/or equipment that is available as part of the Assistance which is attached as Schedule “B” hereto.
- 6.6 The Parties shall carry adequate insurance coverage including but not limited to insurance coverage on its Fire Department vehicles and equipment to cover any loss or damage to same.
- 6.7 The Responding Party shall not make public statements or communicate with the media with respect to the provisions of Assistance to the Requesting Party without first having reached agreement with the Requesting Party with respect to the information to be made public.
- 6.8 The Parties shall comply with the Worker's Compensation Act and have other applicable insurance in place for its Members.

7. LIMITATIONS OF ASSISTANCE

- 7.1 Obligation to provide Assistance set forth in Article 6 is subject to the following:
- a. The Responding Party shall have discretion regarding the nature and extent of Assistance provided, including its refusal to provide the Assistance or any portion thereof at any time, in the event of a public safety or similar concern, in the sole discretion of the Responding Party’s Authorized Fire Official;
 - b. any delay, reasonable under the circumstances, in providing Assistance;
 - c. a Force Majeure Event, pursuant to Article 14;
- 7.2 In the event of the occurrence of any of the circumstances set forth in Section 7.1, the Parties shall follow the procedures for notification as set forth in Section 4.2.
- 7.3 The Responding Party shall not be liable to the Requesting Party nor any other party hereto for any failure of or **delay** in rendering Assistance nor shall the Responding Party be deemed to be in breach of this Agreement, regardless of the cause of such failure or delay. Where the Responding Party is delayed or prevented from rendering Assistance, the Responding Party shall, as soon as possible, give notice of such to the Dispatcher.
- 7.4 The Requesting Party shall have no claim to damages or compensation against a Responding Party arising out of the nature and extent of Assistance rendered pursuant to the circumstances set forth in Section 7.1.

8. FEES AND COST RECOVERY PROCEDURE

- 8.1 The Requesting Party shall pay the Fees set out in Schedule “A” to the Responding Party with respect to Members, apparatus and/or equipment involved in providing Assistance to the Requesting Party.
- 8.2 No Fees shall be payable under the following circumstances:

- a. for a Standby Response;
 - b. for apparatus and/or equipment not listed in Schedule “B” hereto; and
 - c. for services provided by Diamond Valley to Foothills County within the Diamond Valley Fire District and Longview Fire District;
- 8.3 If the Responding Party does supply any equipment and apparatus to the Responding Party in providing Assistance, the Requesting Party shall compensate the Responding Party by paying the applicable Fee specified in Schedule “A”.
- 8.4 The Parties agree that the Fees are intended for the sole purpose of recovering the actual costs of providing Assistance, and are not intended to generate profit.
- 8.5 Subject to Section 8.6, the Requesting Party shall be responsible for recovering costs relating to all Emergency responses within its boundaries.
- 8.6 In the event of a joint response by both Parties on primary and secondary highways, each Party is responsible to invoice Alberta Transportation for the costs associated with its own Fire Department’s response.
- 8.7 The Responding Party shall issue an invoice to the Requesting Party for the applicable Fees within thirty (30) days of the final day of the relevant Assistance.
- 8.8 The applicable Fees are to be paid by the Requesting Parties within thirty (30) days of receipt of the invoice issued by the Responding Party.

9. TRAINING

- 9.1 The Parties acknowledge the importance of having Members of both Fire Departments train together for the purpose of understanding the response operations and procedures of both Fire Departments in order to maximize the effectiveness of joint response activities and Member safety.
- 9.2 The Parties may develop integrated or joint training opportunities for both Fire Departments’ Members subject to the following terms:
- a. the host Fire Department will offer the training at cost to the other Fire Department;
 - b. all reasonable efforts will be made to minimize or defer training costs for joint training programs; and
 - c. training locations and facilitation will alternate, between Fire Departments where possible, to provide operational orientation and minimize organizational impact to any one Fire Department.

10. DISPUTE RESOLUTION

- 10.1 Any operational questions, concerns and/or conflicts in relation to this Agreement (each a “**Dispute**”) are first to be brought to the attention of both Fire Chiefs through the appropriate chain of command of the respective Fire Departments. The Fire Chiefs shall use good faith and undertake reasonable efforts to resolve such Dispute by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis [**within thirty (30) days**] (the “**Initial Negotiation Period**”), either Party may, by written notice to the other Party, refer such Dispute to mediation pursuant to Section 10.2.
- 10.2 Subject to Section 10.1, the Parties may, at any time following the Initial Negotiation Period, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the Dispute and the relief requested. Unless otherwise agreed to in writing by both Parties, mediation will be in accordance with the procedures of The ADR Institute of Canada, Inc. (the “**Institute**”), using as mediator a third-party neutral person, either mutually agreed to by the Parties, or if the Parties are unable to agree, as selected by the Institute. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator’s fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.
- 10.3 If the Parties cannot resolve for any reason, including, but not limited to, the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, any Dispute within [**ninety (90) days**] of referral to mediation, either Party may **file a suit in a court of competent jurisdiction/commence binding arbitration** in accordance with the provisions of Section 10.4.
- 10.4 Subject to Sections 10.1, 10.2, and 10.3, any **action or proceeding arising out of a Dispute will be instituted in the Courts of the Province of Alberta, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. OR Dispute shall be finally and conclusively resolved by arbitration by a single arbitrator under the *Arbitration Act* (Alberta), in accordance with the rules and procedures of the Institute.**

11. INDEMNITY

- 11.1 In this Part, the following terms shall have the following meanings:
- a. “**Claims**” means all claims, demands, losses, personal injury, death, costs (including legal fees on a solicitor and his own client basis), damages, property damage, actions, suits or other proceedings brought, made or prosecuted by any person or entity, resulting from the Parties’ (or either Party’s) performance, partial performance, purported performance or non-performance of its respective obligations under this Agreement including but not limited to failing to provide Assistance, delay in providing Assistance, any failure of any apparatus or

equipment in providing Assistance or the manner in which Assistance was provided; and

- b. **“Representatives”** means, in relation to the respective Party, all persons for whose conduct such Party is legally responsible including but not limited to such Party’s Fire Department, elected officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents or anyone else engaged by or on behalf of such Party.

- 11.2 Subject to Sections 11.3 and 11.5, the Parties agree that Assistance provided under this Agreement by the Responding Party is at the request of and on behalf of the Requesting Party and, accordingly, all risk and liability, of whatever nature and kind, arising out of the provision of Assistance by the Responding Party to the Requesting Party shall be borne by the Requesting Party; and, the Requesting Party shall indemnify and hold harmless the Responding Party and the Responding Party’s Representatives from and against any and all liability arising from Claims that are in any way attributable to the Responding Party’s provision of Assistance pursuant to this Agreement, including but not limited to a delay in or refusal to provide Assistance, unless the Claims arise directly as a result of the gross negligence or willful misconduct of the Responding Party.
- 11.3 Each Party (the **“Indemnifying Party”**) shall indemnify and hold harmless the other Party (the **“Indemnified Party”**) from any and all Claims arising directly as a result of the Indemnifying Party’s gross negligence or willful misconduct related to the discharge of the Indemnifying Party’s obligations under this Agreement including but not limited to the unauthorized use or disclosure of any Records or Personal Information.
- 11.4 The Parties acknowledge and agree that nothing in this Agreement shall or can prevent an insurer of either Party from pursuing a subrogated claim in the name of that Party against the other Party for recovery of amounts paid out by that insurer under any policy of insurance to the insured Party or to any third party for a Claim.
- 11.5 Notwithstanding any other provision within this Agreement, the Indemnifying Party hereby releases, indemnifies and holds harmless the Indemnified Party from any Claims resulting from the death of or injury to any of the Indemnified Party’s Members or damage to the Indemnified Party’s vehicles, apparatus and/or equipment, except to the extent the death, injury or damage is caused by the Indemnified Party’s gross negligence or willful misconduct.
- 11.6 Notwithstanding the foregoing, the Requesting Party shall in no way be deemed liable or responsible for:
 - a. any damage caused to or by the Responding Party’s own apparatus while on route to or returning from providing Assistance to the Requesting Party; and
 - b. the personal property of Responding Party Representatives which may be lost, stolen or damaged while providing Assistance pursuant to this Agreement, unless directly caused by the Requesting Party’s gross negligence or willful misconduct.

11.7 The indemnity set out in this Article 11 shall include without limitation any Claim that is not covered by insurance or, if insured, is under-insured. The obligation to maintain insurance pursuant to Article 12 shall not detract from the indemnification obligations established in this Article 11.

11.8 The provisions of this Article 11 shall survive the expiration of the term or the termination of this Agreement.

12. INSURANCE

12.1 Throughout the term of this Agreement, each Party, at its own expense, shall acquire and maintain in full force and effect, the following minimum insurance coverage with insurers authorized within the Province of Alberta to issue insurance policies in Alberta:

a. Commercial General Liability insuring against Third Party Property Damage, Bodily Injury (including death), and Personal Injury, including Products and Completed Operations Liability for an amount of not less than TEN MILLION DOLLARS (\$10,000,000) per occurrence. Such insurance shall also include provision for:

i. A broad form Contractual Liability Clause; and

ii. A Non-Owned Automobile Liability extension which incorporates:

A. Contractual Liability Endorsement S.E.F. 96, and

B. Legal Liability for Damage to Hired Automobile Endorsement; and

b. Automobile Liability insuring against Bodily Injury, and Property Damage Liability arising from the use and operation of all vehicles owned, licensed or leased in the performance of the Assistance (including liability for attached apparatus and/or equipment if not contemplated by Commercial General Liability above) with no less than a Five Million Dollars (\$5,000,000) per occurrence limit.

12.2 The Parties shall further carry adequate insurance coverage including but not limited to:

a. insurance coverage on its Fire Department vehicles and equipment to cover any loss or damage to same; and

b. insurance its own vehicles, equipment and/or apparatus against direct physical loss.

12.3 The Parties shall comply with the *Worker's Compensation Act* (Alberta) and have other applicable insurance in place for its respective Members.

12.4 Prior to the commencement of this Agreement, and thereafter by February 1st of each year of this Agreement, each party shall provide to the other party documentary evidence of such insurance per Clause 12.1 and any renewal of such insurance. Failure for any reason

to furnish or have furnished such evidence may be considered a breach of this Agreement allowing the other party, at its sole option, the right to terminate the Agreement.

- 12.5 Failure to procure and maintain insurance requirements stated in this Article 12 shall constitute a default under this Agreement.

13. ATIA AND POPA

- 13.1 All Records and Personal Information related to this Agreement and created, compiled, collected, maintained or obtained by the Responding Party while providing Assistance to the Requesting Party is the property of the Requesting Party and is subject to the complete control of the Requesting Party irrespective of custody.
- 13.2 A Responding Party will provide to the Requesting Party any and all Records which are subject to the Requesting Party's control within fifteen (15) days of receipt of a request by the Responding Party, at the expense of the Requesting Party.
- 13.3 Within thirty (30) days of the termination of this Agreement or expiry of the term, each Party will provide to the other Party any and all Records which are subject to the other Party's control, at the expense of the Party providing the Records.
- 13.4 The Parties acknowledge and agree that ATIA and POPA, subject to legislation to the contrary, applies to all Records and Personal Information relating to, or obtained, generated, compiled, collected or provided under or pursuant to this Agreement.
- 13.5 Each Party shall maintain any Personal Information obtained while performing its obligations in this Agreement in accordance with ATIA and POPA, and will not collect, handle, use or disclose such Personal Information except in accordance with ATIA and POPA.
- 13.6 The Parties will not collect any Personal Information from individuals within the jurisdiction of the other Party unless the collection is authorized under this Agreement or the collection is expressly authorized by the other Party in writing in advance of any collection taking place.
- 13.7 Each Party shall ensure that its officials, officers, employees, representatives, volunteers, Fire Chief, Members, contractors, agents, or anyone else engaged by or on behalf of the Party to carry out this Agreement complies with this Article 13.

14. FORCE MAJEURE

- 14.1 No Party shall be liable to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from a Force Majeure Event.

- 14.2 A Party impacted by a Force Majeure Event shall give notice to the other Party as soon as is reasonably practicable, stating the nature and expected duration and effect of such Force Majeure Event. The Party claiming the Force Majeure Event shall use its commercially reasonable endeavours to: (a) overcome the effects of the Force Majeure Event; (b) mitigate the effect of any delay occasioned by any Force Majeure Event; and (c) ensure resumption of normal performance of this Agreement as soon as is reasonably practicable and shall perform their obligations to the maximum extent practicable.

15. GENERAL

- 15.1 The Responding Party shall not make public statements or communicate with the media with respect to the provisions of Assistance without first having reached agreement with the Requesting Party with respect to the information to be made public.
- 15.2 This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 15.3 This Agreement shall supersede any and all previous mutual aid or similar agreements, whether oral or written, among the Parties.
- 15.4 This Agreement is made subject to all applicable provisions of relevant legislation, regulations, and bylaws relating to the provision of Assistance and apparatus and/or equipment outside of the corporate limits of a municipality.
- 15.5 The duties, obligations and liabilities of the Parties are intended to be separate, not joint or collective. Nothing in this Agreement is intended to create a partnership of any kind. Each Party is individually responsible for its own conduct and obligations as set out in this Agreement or otherwise agreed to and confirmed in writing.
- 15.6 No interest in this Agreement may be assigned by a Party without the prior written consent of the other Party. No person may be added as a party to this Agreement without the prior written consent of all of the Parties.
- 15.7 If any Party desires to give notice to the other Party under or in connection with this Agreement, such notice should be given as follows:
- a. to Diamond Valley by delivery to or by postage prepaid mail addressed to:

Diamond Valley
Box 10
Diamond Valley, Alberta
T0L 0H0
Phone: (403) 933-6219
Email: firechief@diamondvalley.town
Attention: Director of Public Safety

- b. to Foothills County by delivery to or by postage prepaid mail addressed as follows:

Foothills County
309 Macleod Trail
Box 5605
High River, AB
T1V 1M7

Attention: , Foothills County Fire Chief
or by fax to Foothills County at [403-652-7880] or by e-mail to _____

- c. Each Party may change the contact information provided in this Section 15.7 upon written notice to the other Party.
 - d. Notices sent by courier or registered mail shall be deemed received seven (7) days after being sent. Notices sent by e-mail or facsimile shall be deemed received the next business day after being sent.
- 15.8 When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders. Unless the context otherwise requires, the use of the expressions "including", "in particular" and "such as" and the list of items that follows are used for illustration or emphasis only and not to limit the generality of any preceding words, whether non-limiting language (such as "without limitation", "but not limited to" and similar expressions) is used with reference thereto or not.
- 15.9 A waiver by any Party of the strict performance of the other Party of any covenant or provision of this Agreement will not of itself constitute a waiver of any subsequent breach of such covenant or provision or of any other covenant, provision or term of this Agreement.
- 15.10 Each of the Parties from time to time and at all times will do all such further acts and execute and deliver all such further documents and assurances as may be reasonably required in order to fully perform and carry out the terms of this Agreement.
- 15.11 The Parties agree that this Agreement may be amended from time to time in writing upon mutual agreement to do so to give effect to the intention of the Parties as the circumstances at the time may require. Either Party may request a meeting to discuss concerns or required changes to the Agreement at any time by providing the other Party with not less than thirty (30) days' prior written notice of the meeting request including details of the issues to be discussed at the meeting.
- 15.12 The Fire Chiefs of the respective Fire Departments of the Parties may, from time to time, develop and agree upon operational strategy for the most efficient deployment of their personnel apparatus and equipment in a response to an Emergency.

15.13 This Agreement shall enure to the benefit of and be binding upon the Parties, their heirs, executors, successors, and permitted assigns.

APPENDIX: D

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized signing officers, as of the day and year first above written.

Town of DIAMOND VALLEY

Per: _____
Name:
Title:

FOOTHILLS COUNTY

Per: _____
Name:
Title:

APPENDIX: D

SCHEDULE “A” FEES

Fees for manpower, apparatus and/or equipment responding to an Emergency shall follow the rates for reimbursement schedule as provided by Alberta Transportation and Utilities on an annual basis.

All rates are based on a minimum of one (1) hour response time and per fifteen (15) minute block thereafter from the time the apparatus or manpower leaves from its home base until the time it returns to its home base and expect back and ready for service.

Heavy equipment shall be charged at the current rate schedule published by Alberta’s Ministry of Infrastructure and Transportation or Alberta Road Builders and Heavy Construction Association, whichever is the lesser, will be used.

APPENDIX: D

**SCHEDULE “B”
APPARATUS AND EQUIPMENT**

[See attached]


Available Diamond Valley Fire Service Apparatus/Equipment

Name	License Plate	Vin Number	Year	Make	Model	Location	Pump Size	Tank Capacity	Aerial Type	Ladder Length
Tender 3	CCG1201	1FVACYFEXKHKN4420	2018	Freightliner	m2	Station 3	840GPM	9070L	N/A	N/A
Tender 2	BCR4275	1HTWUSJT4BJ309977	2010	International	7000	Station 2	443GPM		N/A	N/A
Response 3	BHS8052	1FTWW31RX9EB28236	2009	FORD	F350	Station 3		1150L	N/A	N/A
Rescue 3	BGX3216	1FVACXDT1DDBX3086	2012	Rosenbauer /Freightliner	M2	Station 3	N/A	N/A	N/A	N/A
Squad 2	CSC6149	1FT7W2BN9RED29684	2005	FORD	F550 SUPER DUTY XL	Station 2	N/A	N/A	N/A	N/A
Remote 3	JAA51	4XARAA764G7741037	2016	POLARIS	RANGER 6X6	Station 2			N/A	N/A
Ladder 3		4P1BCAFF5KA020458	2019	Pierce	Enforcer	Station 3			Rear-Mount	75
Engine 3	CLZ2751	4P1BAAFF8LB021329	2020	PIERCE/MAXI METAL	SABRE FR	Station 3	1251GPM	2896L	N/A	N/A

Engine 2	BSH2062	54F2CB623FWM10904	2015	Rosenbauer	MS1500	Station 2	1280GPM	2700L	N/A	N/A
DV1	CSL3609	1FTEW3LP2RKD41464	2024	Ford	F150	Station 2	N/A	N/A	N/A	N/A
DV4	CSL2746	1FTEW3LP0RKD64628	2024	Ford	F150	Station 2	N/A	N/A	N/A	N/A
DV5	CSB0059	1FMSK8DH1RGA09100	2023	Ford	Explorer	Station 2	N/A	N/A	N/A	N/A
Bush 3	YSV432	1FD0W5HN4PED31328	2023	FORD	550XL	Station 3	240GPM	1514L		N/A
Bush 2	CNL4226	1FDOW4HN9NEE47373	2022	Ford	F450 XL	Station 2	300 GPM	1150L	N/A	N/A
Air Support 2	CHJ6465	1FD0W5HN9LOO78674	2020	Ford	F550XL	Station 2	N/A	N/A	N/A	N/A

APPENDIX: D**Available Foothills County Fire Service Apparatus/Equipment**

Apparatus	Tank Capacity Gallons	Pump n Roll	Front Turret or Spray Bars	Portable Pond	Vehicle X Tools	Ice/Water Rescue Trained	Rope Rescue Trained	SCBA
Engine 9	1000	No	No	No	Yes	Yes	Yes	Yes
Tender 9	3500	Yes	Yes	Yes	No	Yes	Yes	Yes
Engine 1	1000	No	No	No	Yes	Yes	Yes	Yes
Tender 1	2500	Yes	No	Yes	No	Yes	Yes	No
Engine 5	1000	Yes	Yes	No	Yes	Yes	Yes	Yes
Engine 6	1000	No	No	No	Yes	Yes	Yes	Yes
Tender 6	2500	Yes	No	Yes	No	Yes	Yes	No
Engine 7	1000	No	No	No	Yes	Yes	Yes	Yes
Tender 7	3500	Yes	No	Yes	No	Yes	Yes	Yes
Engine 52	1000	No	No	No	Yes	Yes	Yes	Yes
Tender 52	2000	Yes	No	Yes	No	Yes	Yes	No
Bush 9	300	Yes	No	No	No	Yes	Yes	No
Bush 1	300	Yes	No	No	No	Yes	Yes	No
Bush 5	400	Yes	No	No	No	No	No	No
Bush 6	300	Yes	No	No	No	No	Yes	No
Bush 7	400	Yes	Yes	No	No	No	Yes	No
Bush 52	300	Yes	No	No	No	Yes	Yes	No
ATV 1		Yes	N/A	N/A	N/A	Yes	Yes	N/A
ATV 7		Yes	N/A	N/A	N/A	Yes	Yes	N/A
ATV 52		Yes	N/A	N/A	N/A	Yes	Yes	N/A
Jet Boat 9	N/A	N/A	N/A	N/A	N/A	Yes	Yes	N/A
Squad 9	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Squad 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Squad 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Squad 7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Squad 52	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

DEPARTMENT: Legislative Services	
	TOPIC: December 20, 2023 Meeting of Council – Release of Archived Video
REPORT PRESENTED BY: Reeve Delilah Miller	

PURPOSE OF REQUEST

To consider a resident's request to release the archived video recording of the December 20, 2023 meeting of Council.

BACKGROUND

The County's Record Retention Bylaw 12/2021 states that the retention period for links to video recordings of Council and Committee of Council meetings for public viewing by way of the County's website is 1 year.


A request has been received to allow viewing of the December 20, 2023 meeting of Council, specifically a scheduled meeting with Enfinite Power and Maskwa Environmental Consulting Ltd. to discuss the proposed Laramide Battery Storage Facility.

REQUEST OF COUNCIL

Proposed Motion:

That Council authorize administration reactivate the link to the video recording of the December 20, 2023 meeting of Council for a period of one year from the date of today's meeting.

APPENDICES

DEPARTMENT: Public Works	
	TOPIC: Request to Develop 32 St East
REPORT PRESENTED BY: Reeve Miller	

PURPOSE OF REQUEST

For Council to consider the petition attached as Appendix ‘A’.

BACKGROUND

Local residents have submitted a petition requesting that the County consider the development of the currently undeveloped section of 32 Street East between 402 Ave East and Highway 7.

Assessment of the request by the public works department has been requested.

REQUEST OF COUNCIL

Proposed Motion:

That Council acknowledge the report presented by the public works department as to the feasibility and cost of developing the undeveloped portion of 32 St East between 402 Ave East and Highway 7.

APPENDICES

APPENDIX ‘A’ - Resident Petition

PETITION TO FOOTHILLS COUNTY COUNCIL

For the Development of Range Road 293 to Join 402 Avenue East

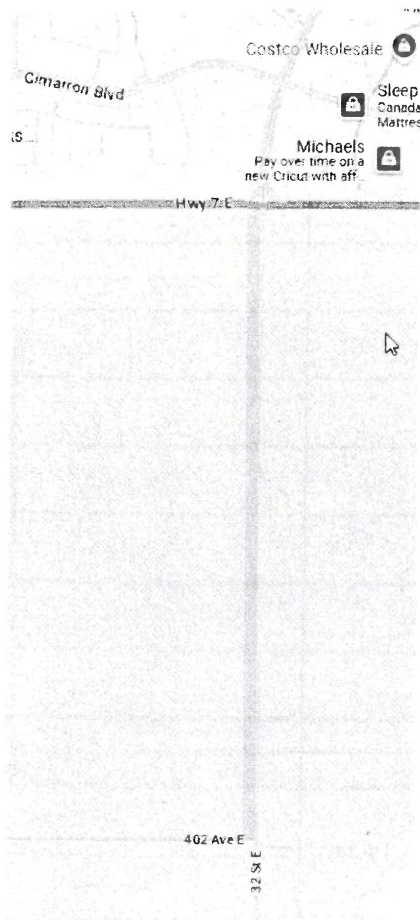
To: Reeve and Council of Foothills County

Background and Rationale

The current lack of direct road access between Range Road 293 and 402 Avenue East has resulted in:

- Increased traffic congestion on surrounding routes, particularly during peak travel times;
- Reduced emergency response access and longer detour times;
- Heightened risk of collisions due to increased volumes on alternative rural roads not designed for high-throughput traffic;
- Limited connectivity for residents, agricultural operators, and businesses.

We believe that connecting Range Road 293 to 402 Avenue East will enhance public safety, relieve traffic pressure, and support responsible regional growth.



Q

1. Conduct a feasibility study and traffic impact assessment to examine the extension of Range Road 293 to 402 Avenue East;
2. Allocate funding for planning, engineering, and construction of the proposed connection;
3. Engage with residents and stakeholders to ensure the project reflects the needs of the community.

[illegible]

Petition Request

We respectfully request that Foothills County:

1. Conduct a feasibility study and traffic impact assessment to examine the extension of Range Road 293 to 402 Avenue East;
2. Allocate funding for planning, engineering, and construction of the proposed connection;
3. Engage with residents and stakeholders to ensure the project reflects the needs of the community.

Signatures

Name (Printed)	Address	Signature	Date
Clint Thiessen	16022 402 Ave East		July 21/25
Kari Thiessen	16022 402 AVE EAST		July 21/25
Rebecca Morris	16031 402 AVE E		July 21/25
Reagan Morris	16031 402 AVE E		July 21/25
Randy Berton	PO box 2338		July 21/25
Randy Berton			July 21/25
Taylor Hart			July 21/25
Stacey Epp	16050 402 AVE EAST		July 21/25
CAM EPP	16050 402 AVE EAST		July 21/25
Jason Anchrus	16078 402 ave E		July 22/25
Maria Anchrus	16078 402 ave E		July 22/25
Val Evans	200-16155 402 AVE EAST		July 22/25
	200-16155 402 AVE EAST		July 22/25
Don Lusk	402043 20th Ave E		July 22/25
Nichole Kord	402020 20th ST E		July 22/25
Brad Kord	402020 20th ST E		July 22/25
John Lusk	404-162-3257		July 22/2025
Vanden Veening	587-597-5266		July 23/2025
Hayley Birtle	750 589 5461		July 23/2025

Name Print	Address	Signature	Date
Jenni Malin	386208 2 nd E Foothills AB		July 24/25
Amanda Bonford	386184 2 nd St E Foothills AB		July 24/25
Jan Harris	386170 2 nd E Foothills AB		July 24/25
Charlotte Kristiansen	386148 2 nd St E Foothills AB		July 24 th /25
Lucy Mali	386138 2 nd E Okotoks AB		July 24/25
Angie Chapman	386141 2 nd E ST E		near July 24/25
madison morsum	2116 402 Ave E		July 24 th , 2025
Alexandra Dues	387200 2 nd West		July 25, 2025
ETORIA HOBAN	387201 2 nd St West		July 25, 2025
Tyler Haar	2018-402 ave		July 25 2025
Colleen Haar	2018 402 Ave W		July 25, 2025
Jordin Haar	2018 402 ave W		July 25 2025
Tyler Couchett	2018 402 ave W		July 25 2025
Card Henry	2018 402 ave W		July 25-2025
Keith Penner	2018 402 ave W		July 25 2025
Mary Manneck	387201 6 th W		July 26, 2025
Kay Pong	387202 6 th W		July 26, 2025
ERNEST DONALDSON	402011 14 th ST E FOOTHILLS CITY		JULY 26/25
DWIGHT FACETTE	8070-402 AVE #100		July 30/25
KAREN CHOMISTEK	402044-9 th W		JULY 30/25
SHELDON CHOMISTEK	402045-9 th W		July 30/25
CITRUS WEBB	402046 9 th W		July 30/25
TERRY WEBB	402046 9 th W		July 30/25
Mareen Evans	402057 6 th W		July 30/25
Jesse Evans	402057 6 th St W		July 30 2025
C. Van Tighum	402084 6 th St W		July 30/25
Takara Mellis	402040 6 th West Foothills		July 30/25

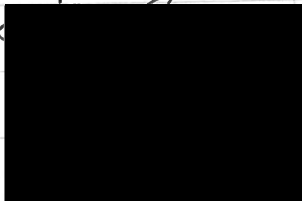
Petition Request

We respectfully request that Foothills County:

1. Conduct a feasibility study and traffic impact assessment to examine the extension of Range Road 293 to 402 Avenue East;
2. Allocate funding for planning, engineering, and construction of the proposed connection;
3. Engage with residents and stakeholders to ensure the project reflects the needs of the community.

Signatures

Name (Printed)	Address	Signature	Date
Dennis McIvor Arlene McIvor	8082 402 Ave East		July 21 2025
TERRY G. NIXON David McDonald	14004 402 N 1A		403/4028/17 July 21, 2025
Kristin Glass	8062 402 Ave E Foothills		July 23, 2025
Chris Chorny	402034 H St E		July 23/25
Bonnie Karlie Spence	402033 14th St E		July 23/2025
DPRL	July 16/25		July 16/25
DORINA KHENFI	402021 14 St. E		July 23, 2025
LISA Donaldson	402011 14 St. E		July 23, 2025
Tracie Virtue	402010 Meridian		July 23, 2025
Jessica Williamson	402022 mer		July 23, 2025
Larissa Franks	402030 meridian		July 23/25
Glenn Van Tighem	402079 mer		July 23/25
Myra Van Tighem	402079 Meridian St		July 23/25
Ruth McDonald	402092 meridian St		July 23/25
Billy Kanarek	402110 Meridia Street		July 23/25
Sarah Kaurat	396 240 St NW		July 23/25
D. Wardley	386210 25th E		July 23/25

Name (Printed)	Address	Signature	Date
IVAN BROWN	402012-6 ST. W.		July 30/25
JUDI TUCKER	402012-6 ST. W.		July 30/25
Karl Engbrecht	200 402 AVE E		July 30/25

(4)

(6)