

#### **AGENDA**

#### Bentley Town Council Regular Meeting Tuesday January 10, 2023 6:45pm Regular Meeting

- 1. Call to Order
- 2. Indigenous Acknowledgement

"We acknowledge that we are meeting on Treaty 6 Territory and Home of Metis Nation Region 3, on land that is part of a historic agreement involving mutuality and respect. We recognize all the many First Nations, Metis, Inuit, and non-First Nations whose footsteps have marked these lands."

- 3. Amendments & Acceptance of Agenda
- 4. Adoption of Previous Minutes:
  - a) Regular Meeting of Council December 13, 2022
- 5. Financial:
  - a) Prepaid Cheque Listing Cheques No. 20220923 to 20220981
  - b) Council Remuneration Listing December
- 6. New Business
  - a) Bylaw 236/2023 a Bylaw to repeal Bylaw 46-99 Oxford School Designation as a Municipal Historic Resource
  - b) Bylaw 237/2023 a Bylaw to repeal Bylaw 434-82 Bentley Cemetery Association Annual Donation
  - c) Bentley Arena T290 Floor Scrubber Purchase
  - d) Town of Bentley 2022 Community Profile
- 7. Correspondence
  - a) Council Highlights Lacombe County December 8, 2022

#### 8. Other Business

- a) Tourism Relief Fund Grant Update and RFP
- b) Town of Bentley Lacombe County Joint Development Initiative Update
  - Display Boards from the public meeting
  - Overview of Public Input
  - Next Steps
    - January 18, 2023, Committee Meeting Town of Bentley & Lacombe County
- 9. Council Reports
  - a) Mayor Rathjen
  - b) Deputy Mayor Valiquette
  - c) Councillor Hansen
  - d) Councillor Eastman
  - e) Councillor Grimsdale
- 10. Adjournment



#### Minutes of the Regular Meeting of the Council of the Town of Bentley

#### **December 13, 2022**

**Date and Place** Minutes of the Regular Meeting of the Council of the Town of Bentley

held Tuesday, December 13, 2022, at 6:45 p.m., in the Bentley Municipal

Office

In Attendance Mayor Greg Rathjen

Deputy Mayor Valiquette

Councillor Hansen

Councillor Dale Grimsdale

Councillor Eastman CAO, Marc Fortais

**Call to Order** Mayor Rathjen called the regular meeting to order at 6:45 p.m.

Indigenous Acknowledgement

ent "We acknowledge that we are meeting on Treaty 6 Territory and

Home of Metis Nation Region 3, on land that is part of a historic agreement involving mutuality and respect. We recognize all the many First Nations, Metis, Inuit, and non-First Nations whose footsteps have marked these

lands"

Read by Mayor Rathjen

#### Agenda

**Motion 237/2022** Moved by Councillor Eastman, "THAT the agenda of the December 13, 2022, regular meeting of council, be amended to include an update on Urgent Care Committee under other business."

#### Carried

**Motion 238/2022** Moved by Councillor Hansen, "THAT the order of the agenda be changed to move New Business item d) CAO Review, In-Camera to the end of the agenda after other business and council reports have been presented."

#### Carried

**Motion 239/2022** Moved by Councillor Grimsdale, "THAT the amended agenda of the December 13, 2022, regular meeting of council be accepted."

#### Carried

#### **Previous Minutes**

**Motion 240/2022** Moved by Deputy Mayor Valiquette, "THAT the minutes of the November 22, 2022, Regular Meeting of Council be accepted."

Carried

#### Financial

#### a) Prepaid Cheque Listing Cheques No. 20220877 to 20220922

**Motion 241/2022** Moved by Councillor Grimsdale, "THAT Cheque No. 20220877 to 20220922 be received for information."

Carried

**Motion 242/2022** Moved by Councillor Hansen, "THAT the Council Remuneration Listing for November be received for information."

Carried

#### **New Business**

#### a) 2023 Preliminary Operating and Capital Budgets

CAO Marc Fortais presented a detailed power point of the Operating and Capital Budget estimates for the 2023 year, along with a summary of advocacy initiatives and goals and objectives for the 2023 year. This is a preliminary budget, and the final budget will be based on the Education and Seniors requisition requirements which will be finalized in 2023.

**Motion 243/2022** Moved by Deputy Mayor Valiquette, "THAT the preliminary 2023 Operating and Capital Budgets, along with the goals and objectives for the 2023 year as well as advocacy initiatives be approved as presented by the CAO Marc Fortais."

#### b) Bylaw #234/2022 2023 Water and Sewer Rates Amending Bylaw

**Motion 244/2022** Moved by Councillor Grimsdale, "THAT Bylaw No. 234/2022 being a bylaw of the Town of Bentley, in the Province of Alberta to amend Schedule A of the Water and Sewer Bylaw No.207/2018 to establish rates and charges for the provision of water and sewage collection for the 2023 year, be read a first time this 13<sup>th</sup> Day of December 2022."

Carried

**Motion 245/2022** Moved by Deputy Mayor Valiquette, "THAT Bylaw No. 234/2022 be read a second time this 13<sup>th</sup> Day of December 2022."

Carried

**Motion 246/2022** Moved by Councillor Eastman, "THAT Bylaw No. 234/2022 be presented and considered for third and final reading this 13<sup>th</sup> Day of December 2022."

**Carried Unanimously** 

**Motion 247/2022** Moved by Councillor Hansen, "THAT Bylaw No. 234/2022 be read a third and final time and passed this 13<sup>th</sup> Day of December 2022."

**Carried Unanimously** 

#### c) Bylaw 235/2022 Garbage Collection Rates Bylaw

**Motion 248/2022** Moved by Councillor Grimsdale, "THAT Bylaw No. 235/2022 being a bylaw of the Town of Bentley, in the Province of Alberta to amend Schedule A of the Garbage and Collection and Disposal Bylaw No. 100/06 to establish rates of charges for the provision of garbage collection and disposal for the 2023 year, be read a first time this 13<sup>th</sup> Day of December 2022."

Carried

**Motion 249/2022** Moved by Deputy Mayor Valiquette, "THAT Bylaw No. 235/2022 be read a second time this 13<sup>th</sup> Day of December 2022."

Carried

**Motion 250/2022** Moved by Councillor Eastman, "THAT Bylaw No. 235/2022 be presented and considered for third and final reading this 13<sup>th</sup> Day of December 2022."

**Carried Unanimously** 

**Motion 251/2022** Moved by Councillor Hansen, "THAT Bylaw No. 235/2022 be read a third and final time and passed this 13<sup>th</sup> Day of December 2022."

**Carried Unanimously** 

#### **Correspondence:**

a) Council Highlights Lacombe County November 24, 2022

**Motion 252/2022** Moved by Councillor Grimsdale, "THAT correspondence item a) be accepted as information."

Carried

#### Other Business

 Additional Temporary Ice Rink for family skating at former Oxford School Stie

CAO Marc Fortais informed council that a small skating surface for families and small children is being constructed by Public Works at the former site of the Oxford School. This was being done, based on a request of several residents to members of Council at the Santa event. It is anticipated that the

small rink would be available just before Christmas and that it was intended for families and small children to skate. The rink is being made smaller to deter hockey and provide an option for those that just want to skate.

#### b) Update urgent care committee

Councillor Eastman provided a brief update regarding the urgent care committee in Sylvan Lake. Mayor and Council discussed if they felt there was value with continuing to be a part of the Urgent Care Committee out of Sylvan Lake. It was felt that the committee really focused on doctor attraction to the Sylvan Lake Area specifically and was not of direct benefit to Bentley residents. Council indicated that if they wished to continue with doctor attraction, they should establish a local group who is interested in advocating for that within the community of Bentley. Council also indicated that they would revisit this advocacy item in the new year for further discussion.

#### Break

**Motion 253/2023** Moved by Deputy Mayor Valiquette, "THAT Mayor and Council takes a short 5-minute break at 8:20pm.

Carried

#### Call to Order

Mayor Rathjen called the regular meeting back in session at 8:24pm

#### In-Camera

 a) CAO Review, In-Camera – Disclosure Harmful to personal privacy – Personnel/Labour Matter (In-Camera pursuant to section 17(1) Freedom of Information and Privacy Act)

**Motion 254/2023** Moved by Deputy Mayor Valiquette, "THAT the Regular Meeting of Mayor and Council be closed to the public at 8:25pm for the purposes of conducting a CAO performance review."

Carried

**Motion 255/2023** Moved by Councillor Hansen, "THAT the regular meeting of Mayor and Council be resumed in public at 8:32pm."

Carried

Adjournment

Mayor Rathjen adjourned the meeting at 8:33pm

\_\_\_\_\_\_

**Mayor Greg Rathjen** 

**CAO Marc Fortais** 



### **TOWN OF BENTLEY**

### **Cheque Listing For Council**

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2023-Jan-5 8:32:49AM

Cheque	Cheque # Date	Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
20220923	2022-12-15	RATHJEN, ARTHUR M				
20220924	2022-12-15	VALIQUETTE, BRENDA C				
20220925	2022-12-15	HANSEN, PAMELA				
20220926	2022-12-15	GRIMSDALE, DALE A				
20220927	2022-12-15	EASTMAN, LENORE M				
20220933	2022-12-15	CARSON, BARBARA J				
20220934	2022-12-15	JENSEN, DARREN J				
20220935	2022-12-15	MEREDITH, SANDRA L				
20220936	2022-12-15	GIBSON, COLE C				
20220937	2022-12-15	DENNEHY, NATHAN				
20220938	2022-12-15	GREAVES, LORYANNE				
20220939	2022-12-15	FORTAIS, MARC C				
20220940	2022-12-15	KIKSTRA, ROBERT B				
20220941	2022-12-15	LOOV, CHRISTOPHER D				
20220942	2022-12-31	RATHJEN, ARTHUR M				
20220943	2022-12-31	VALIQUETTE, BRENDA C				
20220944	2022-12-31	HANSEN, PAMELA				
20220945	2022-12-31	GRIMSDALE, DALE A				
20220946	2022-12-31	EASTMAN, LENORE M				
20220947	2022-12-15	327241 ALBERTA LTD.	1107	PAYMENT ANIMAL CONTROL SERVICES FC	1,176.00	1,176.00
20220948	2022-12-15	ADT SECURITY SERVICES CANADA INC.	30441597	PAYMENT PUMPHOUSE SECURITY	42.00	42.00
20220949	2022-12-15	CARSON, BARB	03122022	PAYMENT REIMBURSEMENT FOR SENIORS	80.47	80.47
20220950	2022-12-15	CENTRAL ALBERTA ECONOMIC PARTNERSHIP	122616	PAYMENT NEW ROBUST COMMUNITY PRO	4,725.00	4,725.00
20220951	2022-12-15	GREGG DISTRIBUTORS LP	059-506136 059-507001	PAYMENT PARKS & REC AND PUBLIC WOR PARKS & REC SHOP SUPPLIES	191.51 94.19	285.70
20220952	2022-12-15	HANSEN; , PAMELA DAWN	23112022	PAYMENT REIMBURSEMENT MILEAGE TO	48.38	48.38
20220953	2022-12-15	HHID	15122022	PAYMENT DECEMBER DEM PAYMENT	787.50	787.50
20220954	2022-12-15	KAIZEN LAB INC.	INV0083902	PAYMENT WATER ANALYSIS	1,421.24	1,421.24
20220955	2022-12-15	LACOMBE REGIONAL WASTE SERVICES COMM	37265 37269	PAYMENT 2022 RECYCLING BIN AGREEME 2022 LRWSC 4TH QUARTER REC	6,387.35 17,517.50	23,904.85
20220956	2022-12-15	PARKLAND COMMUNITY PLANNING SERVICES	21878 21879	PAYMENT DAY TO DAY PROFESSIONAL SE GIS BUILD, ENHANCEMENTS & U	282.50 142.50	425.00
20220957	2022-12-15	SERVUS CREDIT UNION	11302022	PAYMENT MASTERCARD BILL FOR NOVEM	1,259.43	1,259.43
20220958	2022-12-15	SYLVAN LAKE SUMMER HOCKEY CAMP LTD		PAYMENT		10,500.00



### **TOWN OF BENTLEY**

### **Cheque Listing For Council**

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2023-Jan-5 8:32:49AM

Cheque	Cheque # Date Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
20220958	2022-12-15 SYLVAN LAKE SUMMER HOCKEY CAMP LTD	15122022	ARENA CONTRACT PAYMENT FC	10,500.00	10,500.00
20220959	2022-12-15 TELUS MOBILITY INC.	09122022	PAYMENT PW CELL BILL & FIRE DEPT RES	121.91	121.91
20220960	2022-12-15 WORKERS' COMPENSATION BOARD	26006785	PAYMENT INSTALLMENT PAYMENT	1,925.00	1,925.00
20220961	2022-12-29 CARSON, BARBARA J				
20220962	2022-12-29 JENSEN, DARREN J				
20220963	2022-12-29 MEREDITH, SANDRA L				
20220964	2022-12-29 GIBSON, COLE C				
20220965	2022-12-29 DENNEHY, NATHAN				
20220966	2022-12-29 GREAVES, LORYANNE				
20220967	2022-12-29 FORTAIS, MARC C				
20220968	2022-12-29 KIKSTRA, ROBERT B				
20220969	2022-12-29 LOOV, CHRISTOPHER D				
20220970	2022-12-22 MCLAREN, CAROLYN	165	PAYMENT FAMILY PROGRAMMING INVOICE	230.00	230.00
20220971	2022-12-29 BENTLEY ESSO	30112022	PAYMENT VEHICLE/EQUIPMENT GAS-DIES	2,381.39	2,381,39
20220972	2022-12-29 CALMONT EQUIPMENT LTD	P16201	PAYMENT BLADE WIPER FOR BOBCAT	56.36	56.36
20220973	2022-12-29 CANOE PROCUREMENT GROUP OF CANADA, D	AB145646	PAYMENT OFFICE SUPPLIES	42.76	42.76
20220974	2022-12-29 CARSON, BARB	3122023	PAYMENT REIMBURSEMENT SANTA SUIT C	62.94	62.94
20220975	2022-12-29 COUNTY OF LACOMBE LIFELONG LEARNING AS	3026	PAYMENT WINTER AD IN DON'T HIBERNATI	184.00	184.00
20220976	2022-12-29 GREGG DISTRIBUTORS LP	059-507784 059-507785 059-507786 059-507787	PAYMENT P.W. EXIT SIGN PARKS & REC - AIR WATER HOSI WATER - MAINTENANCE MATERI LIBRARY HANDICAP PARK SIGN	15.73 246.49 25.38 70.62	358.22
20220977	2022-12-29 HOLDEN, KARI	29122022 357932	PAYMENT JANITORIAL FOR DECEMBER BENTLEY FIREHALL JANITORIAL	225.00 210.00	435.00
20220978	2022-12-29 INNOV8, DIGITAL SOLUTIONS INC.	IN384354	PAYMENT OFFICE PHOTOCOPIER & DECEI	1,028.60	1,028.60
20220979	2022-12-29 RATHJEN, GREG	14122022	PAYMENT REIMBURSEMENT OF MILEAGE	55.46	55.46
20220980	2022-12-29 RECEIVER GENERAL	31122022 31122022.	PAYMENT REGULAR EMPLOYMENT INSUR REDUCED EMPLOYMENT INSUR		15,542.91
20220981	2022-12-29 STANTEC CONSULTING LTD.	1768663 1768664	PAYMENT CONCRETE REPLACEMENT NEW BEGINNINGS FEASIBILITY	937.25 4,977.55	5,914.80

Total 114,687.19



### **TOWN OF BENTLEY**

### Cheque Register

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2022-Dec-14 10:44:11AM

				Pay Period	M20221	2 Batch # 15294
Cheque #	Cheque Date	CEO	CAO	Employee		Amount
20220942	2022-12-31			17 RATHJEN,ARTHUR		719.87₹
20220943	2022-12-31			84 VALIQUETTE, BRENDA		537.88 🗸
20220944	2022-12-31			85 HANSEN, PAMELA		423.19 🗸
20220945	2022-12-31			86 GRIMSDALE, DALE		423.19 🗸
20220946	2022-12-31			87 EASTMAN,LENORE		423.19
					Totals	2,527.32

<sup>\*\*\*</sup> End of Report \*\*\*



Agenda Date: January 10, 2023

Agenda Item: New Business: Bylaw 236-2023 a bylaw to repeal Bylaw 46-99 Oxford

School Designation as a municipal historic resource

#### LEGISLATIVE REQUIREMENT/AUTHORITY

**WHEREAS** in accordance with section 63(1) and (2) of the Municipal Government Act, Revised Statutes of Alberta 2000 Chapter M-26.

63(1) "A council of a municipality may, by bylaw, revise any of its bylaws or any one or more provisions of them in accordance with this section.

63(2) "A bylaw under this section may

(a) Omit and provide for repeal of a bylaw or a provision of a bylaw that is inoperative, obsolete, expired, spent or otherwise ineffective.;" AND

**WHEREAS** Bylaw No 46-99 (Attachment #1) being a bylaw in the Town of Bentley in the Province of Alberta to designate Oxford School as a municipal historic resource; AND

**WHEREAS** Bylaw No. 46-99 is outdated and no longer required due to the recent demolition of Oxford School due to significant safety concerns and costs to rectify those concerns.

**NOW THEREFORE**, The Council of the Town of Bentley, duly assembled, hereby repeals the following By-law:

By-law No. 46-99 to designate Oxford School as Municipal Historic Resource.

This By-law No. 236/2023 shall come into effect on the date of fir	nal passing thereof.
Read a first time this day of January 2023	
Read a second time this day of January 2023	
Read a third and final time and passed this day of January 2	023

#### SUMMARY AND BACKGROUND

On September 27, 2022, at the Regular Meeting of Council the difficult decision was made to undertake the demolition of Oxford School. The decision was not made lightly and was based on the significant costs to repair the building due to major concerns including deterioration of the roof, load-bearing brick walls and foundations. The estimated cost for repairs to the building was more than \$1.2 million dollars. Due to this significant cost to repair, as well as an analysis of current utilization of other community buildings. Mayor and Council approved the motion to demolish the building.

Administration will bring back a formalized concept plan and present that plan through a public information session in 2023.

#### RATIONALE FOR RECOMMENDATION

- The designation as a municipal historic resource had never been registered with the province or on title to the property. Therefore, repealing the bylaw is all that is required to remove this designation.
- The decision was made to demolish the building due to significant cost and safety concerns, therefore the designation is no longer required for the building.

#### **BUDGET AND FINANCIAL CONSIDERATIONS**

None

#### **RECOMMENDATION:**

THAT Mayor and Council give three readings to Bylaw No. 236/2023 (Attachment 2) being a bylaw to repeal Bylaw 46-99 which designated Oxford School as a Municipal Historic Resource.

#### **ATTACHMENTS:**

- 1. Bylaw 46-99 Oxford School Historic Municipal Resource Designation
- 2. Bylaw 236/2023 a Bylaw to repeal Bylaw 46-99

Marc Fortais, CAO	

#### **BY-LAW NO. 46/99**

A by-law of the Village of Bentley in the Province of Alberta to designate the OXFORD SCHOOL as a Municipal Historical Resource.

WHEREAS Section 22 of the Historical Resources Act, Revised Statutes of Alberta 1980, as amended, permits Council to designate any historic resource within the Village of Bentley whose preservation Council considers to be in the public interest, together with any land in or on which it is located as a Municipal Historic Resource;

AND WHEREAS the preservation of the OXFORD SCHOOL in the Village of Bentley appears to be in the public interest;

NOW THEREFORE the Council of the Village of Bentley in the Province of Alberta, duly assembled, hereby enacts as follows:

"Oxford School building, located on Block 9, Plan 132U, all that portion shown as school property, excepting thereout that portion for road as shown on Road Plan 5082 ET in the Village of Bentley, is hereby designated as a Municipal Historic Resource."

This by-law shall come into force upon the final passing thereof.

READ a first time this 22<sup>nd</sup> day of June 1999.

READ a second time this 22<sup>nd</sup> day of June 1999.

By unanimous consent of all Councillors present, read a third and final time this 22<sup>nd</sup> day of June 1999 and declared finally passed.

MAYOR

CHIEF ADMINISTRATIVE OFFICER



#### By-law No. 236/2023

Being a By-law of the Town of Bentley, in the Province of Alberta, to repeal Bylaw 46-99 Oxford School Municipal Historic Resource designation.

**WHEREAS** Bylaw No 46-99 being a bylaw in the Town of Bentley in the Province of Alberta to designate Oxford School as a municipal historic resource; AND

**WHEREAS** Bylaw No. 46-99 is outdated and no longer required due to the recent demolition of Oxford School due to significant safety concerns and costs to rectify those concerns.

**NOW THEREFORE**, The Council of the Town of Bentley, duly assembled, hereby repeals the following By-law:

By-law No. 46-99 to designate Oxford School as Municipal Historic Resource.

This By-law No. 236/2023 shall come into effect on the date of final passing thereof.

Read a first time this \_\_\_\_ day of January 2023

Read a second time this \_\_\_\_ day of January 2023

Read a third and final time and passed this \_\_\_\_ day of January 2023

Mayor

Chief Administrative Officer



Agenda Date: January 10, 2023

Agenda Item: New Business: Bylaw 237-2023 a bylaw to repeal Bylaw #434-82 Bentley

**Cemetery Association Annual Donation** 

#### LEGISLATIVE REQUIREMENT/AUTHORITY

**WHEREAS** in accordance with section 63(1) and (2) of the Municipal Government Act, Revised Statutes of Alberta 2000 Chapter M-26.

63(1) "A council of a municipality may, by bylaw, revise any of its bylaws or any one or more provisions of them in accordance with this section.

63(2) "A bylaw under this section may

(a) Omit and provide for repeal of a bylaw or a provision of a bylaw that is inoperative, obsolete, expired, spent or otherwise ineffective.;" AND

**WHEREAS** Bylaw No 434-82 (Attachment #1) being a bylaw in the Town of Bentley in the Province of Alberta to grant \$200.00 per annum to the Bentley Cemetery Association for the year 1982 and each year thereafter.

**WHEREAS** Bylaw No. 434-82 is outdated and no longer required as confirmed with Derek Dickau who represents the Bentley Cemetery Association.

**NOW THEREFORE**, The Council of the Town of Bentley, duly assembled, hereby repeals the following By-law:

By-law No. 434-82 Bentley Cemetery Association Annual Grant.

This By-law No. 237/2023 shall come into effect on the date of final passing thereof.
Read a first time this day of January 2023
Read a second time this day of January 2023
Read a third and final time and passed this day of January 2023

#### SUMMARY AND BACKGROUND

The Bentley Cemetery Association is an independent association that looks after interment and inurnment as well as maintenance at the Bentley Cemetery.

The main point of contact for the Cemetery in Bentley is Mr. Derek Dickau. CAO Marc Fortais contacted Mr. Dickau to discuss the bylaw and the annual donation and for as long as Mr. Dickau can remember, he has not received any donation from the Town. He stated that the Cemetery is in good financial shape and currently does not require any additional funding at this time.

Should they require any funding in the future, they would submit a grant application to the Tourism, Recreation and Culture annual grant program.

Therefore, it is administrations recommendation to repeal this Bylaw as it is outdated and no longer required.

#### RATIONALE FOR RECOMMENDATION

- The Bentley Cemetery Association is an autonomous association that manages its own affairs.
- In conversations with Mr. Dickau, he indicated that the Cemetery was financially stable and did not require any donation from the Town at this time.
- The Town has not provided this donation for many years to the Cemetery Association.

#### **BUDGET AND FINANCIAL CONSIDERATIONS**

None

#### **RECOMMENDATION:**

THAT Mayor and Council give three readings to Bylaw No. 237/2023 (Attachment 2) being a bylaw to repeal Bylaw 434-82 which provided for an annual donation of \$200 per annum to the Bentley Cemetery Association.

#### ATTACHMENTS:

- 1. Bylaw 434-82 Bentley Cemetery Association Annual Donation
- 2. Bylaw 237/2023 a Bylaw to repeal Bylaw 434-82

Marc Fortais, CAO	

#### **BY-LAW NO. 434/82**

WHEREAS the Bentley Cemetery Association is deemed to be an association worthy of support by the Village of Bentley under Section 212(2) and is entitled to a grant under authority of Section 212(2) of the Municipal Government Act.

NOW THEREFORE the Council of the Village of Bentley, sitting in regular session, orders the granting of the sum of Two Hundred Dollars (\$200.00) to the Bentley Cemetery Association, for the year 1982, and each year thereafter.

READ a first time this 25 day of May 1982.

READ a second time this 25 day of May 1982.

READ a third time and finally passed this 25 day of May 1982.

Original Signed by Mayor John Talsma

Original Signed by Municipal Administrator, Lorraine Stevenson



#### By-law No. 237/2023

Being a By-law of the Town of Bentley, in the Province of Alberta, to repeal Bylaw 434-82 Bentley Cemetery Annual Donation.

**WHEREAS** Bylaw No 434-82 being a bylaw in the Town of Bentley in the Province of Alberta to provide an annual donation of \$200 to the Bentley Cemetery Association; AND

**WHEREAS** Bylaw No. 434-82 is outdated and no longer required as per confirmation from the Bentley Cemetery Association.

**NOW THEREFORE**, The Council of the Town of Bentley, duly assembled, hereby repeals the following By-law:

By-law No. 434-82 to provide an annual donation to the Bentley Cemetery Association

This By-law No. 237/2023 shall come into effect on the date of final passing thereof.

Read a first time this \_\_\_\_ day of January 2023

Read a second time this \_\_\_\_ day of January 2023

Read a third and final time and passed this \_\_\_\_ day of January 2023

Mayor

Chief Administrative Officer



Agenda Date: January 10, 2023

Agenda Item: New Business: Purchase of Tenant T290 Floor Scrubber for Bentley Arena

#### ADMINISTRATIVE RECOMMENDATIONS

THAT Mayor and Council Authorize the CAO Marc Fortais to purchase a Demo Tenant T290 Floor Scrubber for the Bentley Arena in the amount of \$8,600 to be funded firstly through the Bentley Arena Operational Budget; AND

If there is not sufficient funds at the end of the year, through the Bentley Arena Operational Budget due to unforeseen circumstances, then the purchase will be funded through the Arena Building Capital Reserve Budget.

#### SUMMARY AND BACKGROUND

The Bentley Arena is a community hub that is full of activity during the fall and winter months. The arena provides a center to support Minor Hockey, Figure Skating, Hockey Academy and Curling. During the summer the facility is also a key venue to support Rodeo weekend and the Curling Rink also supports the Bentley Farmers Market.

Janitorial is required on a daily basis during frequent utilization periods as in the winter months. Hockey traffic requires that the floors are cleaned continuously in the dressing rooms, hallways, and lobbies. A key activity that is part of this janitorial service is to utilize a floor scrubber to clean and sanitize these high traffic areas.

Our current floor scrubber has now failed and is in need of replacement. The current floor scrubber (Wesclean, T2 Floor Scrubber with 17" brush) was purchased in 2013 at a cost of \$5,000 and has lasted for 10 years but is now not working to clean the floors due to surpassing its life expectancy. Rental of a floor scrubber is not optional. For example, a 1-day rental at Sunbelt rentals is \$182 per day or \$385 per week or \$715 per month.

The Town of Bentley has obtained several quotes and has demoed a variety of floor scrubbers ranging in cost from \$6,000 to \$13,000. At the low end the machines are of lesser quality and have a smaller brush head requiring more time to complete tasks with less life expectancy. Administration also feels that the Bentley Arena does not require a machine at the high end due to the quality being similar in the midrange as compared to the high-end machine, with brush sizes being larger at the high end (28" brush as compared to a 20"

brush). The mid end machine is self-propelled, self levelling for uneven floor surfaces and has better motor for suction and rotation, which should extend the life of the machine.

Therefore, it is administrations recommendation to purchase the mid-range unit at a cost of \$8,600 plus GST. This can be broken down into \$8,600 /10 years = \$860 per year / 9 months of utilization, or \$95.56 per month which is significantly less than renting a machine.

#### RATIONALE FOR RECOMMENDATION

- The current floor scrubber at the arena is no longer working and has passed its life expectancy
- The cost to purchase a floor scrubber is much less than renting one
- The floor at the Arena needs to be maintained on a regular basis and therefore not having a floor scrubber is not an option
- The Demo Unit is in stock and can be purchased at \$8,600. The normal retail for this unit is over \$10,000 and there is less than 2 hours' time on it.
- If we were to order a unit in the new year wait time is between 3 to 4 months for product

#### **BUDGET AND FINANCIAL CONSIDERATIONS**

• \$8,600 one-time purchase for minimum of 10-year life expectancy

#### **RECOMMENDATION:**

THAT Mayor and Council authorize CAO Marc Fortais to purchase a 2022 T290 Floor Scrubber Demo model with minimal hours at a discounted price of \$8,600; AND

THAT the purchase be funded from the Arena Operational Budget first, if funds are available to cover the purchase cost at year end, OR

THAT if there is not sufficient funds in the Arena Operational Budget at year end to cover the cost of the purchase, that the funds be transferred from the Bentley Arena Building Reserve to cover the purchase cost.

#### **ATTACHMENTS:**

1	Brochure -	Demo	Tenant i	エクタハ	Floor	Scrubber
1.	DIOCHUIE -	1751111	ICHAIN	1/3/1	1 1( )( )1	CHULLICA

Marc Fortais, CAO	



T290 Walk-Behind Scrubber

#### **Simple Use for Congested Spaces**

Its easy-to-maneuver design, intuitive controls and robust components provide for simple operation and maintenance. The T290 is ideal for cleaning small, congested areas found in retail stores and schools.





#### A Reliable Clean

Robust construction in a compact scrubber with easy-to-use pad assist or self-propel configuration.



#### **Convienent Features**

Avoid kneeling to put the brush on, with hands-free brush replacement with spin-on, spin-off feature.



#### **Easy Daily Maintenance**

Yellow touch points help reduce breakdowns by simplifying preventative maintenance.

### Inside the T290

- Intuitive control
   panel with an
   indicator light when
   solution tank level is
  low
- 2. Easy access to internal components with tank that tilts back.
- **3. Easy-to-inspect** in-line solution filter.
- 4. Consistent water pick-up with durable "V" shaped squeegee design and standard Linatex® squeegee blades.
- Optimum cleaning performance, with self-leveling brush/pad.



## **T290** Specifications

	SPECIFI	ICATION		
FEATURE	PAD ASSIST	SELF-PROPEL		
Cleaning path	20 in /	500 mm		
Productivity (per hour) theoretical max	19,600 ft²/hr	/ 1,820 m <sup>2</sup> /hr		
Estimated coverage (per hour)*	12,079 ft²/hr	/ 1,122 m²/hr		
Scrubbing speed	2.2 mph / 3.5 kmh	2.2 mph / 3.5 kmh		
Scrub head raise/lower	manual wit	h foot pedal		
Brush/pad speed	155	rpm		
Brush/pad pressure	40 lb ,	40 lb / 18 kg		
Solution tank capacity	10.5 g	ı / 40 L		
Recovery tank capacity	13 g	/ 50 L		
Battery run time - up-to hours (150AH Wet Battery)**	3.0	2.6		
Battery voltage	24V (	(2x12)		
Dimensions (L x W x H)	48.4 x 20.3 x 37.8 in /	1,230 x 516 x 960 mm		
Squeegee width	32 in /	815 mm		
Weight (with heaviest battery)	346 lb / 157 kg	357 lb / 162 kg		
Sound level (operator's ear)***	74	dB		

Specifications subject to change without notice.

\* Estimated coverage rates use the practical speed and empty/fill time standards from the 2004 ISSA Cleaning Times handbook.

\*\*\* Run times are based on Continuous Scrubbing Run Times.

<sup>\*\*\*</sup> Sound levels per ISO 11201 as recommended by the American Association of Cleaning Equipment Manufacturers & OSHA



This project was made available through Community & Regional Economic Support (CARES) funding, in partnership with the Central Alberta Economic Partnership (CAEP).



## Community and Regional Economic Support Program







### V 1.0

## September 2022

### © 2022 Town of Bentley

Information in this document is subject to change without notice. Although all data is believed to be the most accurate and up-to-date, the reader is advised to verify all data before making any decisions based upon the information contained in this document.

For further information, please contact:

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Chief Administrative Officer

Town of Bentley 4918-50<sup>th</sup> Ave

Bentley, AB TOC 0J0

Phone: 403-748-4044

Email: mfortais@townofbentley.ca



## 2022 Community Profile

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## 2022 Community Profile

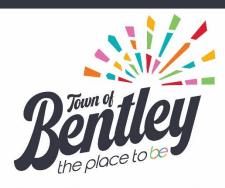
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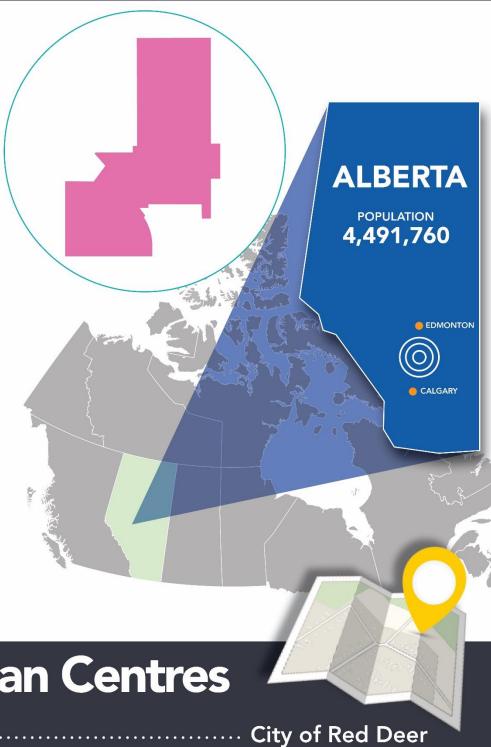
# A Snapshot of BENTLEY



The Town of Bentley is located between Sylvan Lake and Gull Lake, less than a minute off the Highway 12 bypass road and twenty kilometres west of Highway QE2. The Town is centrally located within Alberta, being within less than 2 hours of both Calgary and Edmonton.

Bentley was incorporated as a town on January 1, 2001. The Town is part of Lacombe County and a part of the broad Central Alberta Economic Partnership (CAEP). Today, the town thrives on its small businesses, with over 100 registered organizations, approximately 99% of whom are considered "small" (0-4 employees).

**Town of Bentley POPULATION** 1,082



# **Major Urban Centres**

43km 148km **Edmonton** 177km Calgary 395km Lethbridge **Medicine Hat** 450km 588km Fort McMurray

# Demographics



1,082

Population 2022

1,113

Estimated
Population 2032

2.8%

Estimated Population Growth

46

16%

62%

23%

Median Age Aged 0-14

Aged 15-64

Aged 65+

## **Educational Attainment**

For the population aged 25-64

University diploma/ degree - bachelor or above

ove 10%

Apprenticeship/trades certificate/diploma

18%

No certificate, diploma/degree

19%

College or other non-university certificate

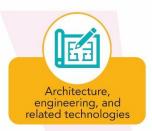
24%

High school certificate or equivalent

31%

31% Secondary 51%
Post-secondary

## Top 6 Major Fields of Study













## Household & Earnings

39%



of Bentley's homeowners spends 30% or more of household total income on shelter costs.

rented
town
21%

ALBERTA
26%

79%

ALBERTA
73%

Median Dwelling Value

\$316,188

Median Employment Income

\$45,039

ALBERTA MEDIAN

\$443,139

**ALBERTA MEDIAN** 

\$51,869



# **Labour Force**

## **Labour Force Status**

# Full-time or Part-time weeks worked

Total # persons that worked in the past 52 weeks

703

Worked
78%

PART-TIME
64%

FULL-TIME
36%

PARTICIPATION

ALBERTA
70%

EMPLOYMENT

61%

UNEMPLOYMENT

ALBERTA
11%

19%

## Top 5 Sectors by Industry\*



Mining and oil and gas extraction (13%)



Construction (13%)



Retail trade (13%)



Health care and social assistance (9%)



Transportation and warehousing (8%)

## **Top 5 Sectors by Occupation**\*



Trades, transport and equipment operators (25%)



Sales and service (24%)



Business, finance and administration (13%)



Natural resources, agriculture and related production (13%)



Management (8%)



2022 Community Profile

#### **DATA SOURCES**

Please note that every effort has been made to use the most current data available. The major sources of information for this document are:



- The 2006, 2011, 2016, and 2021 Census from Statistics Canada; and
- Manifold SuperDemographics data is 2022 from Manifold Data Mining Inc.

The most recent Census was conducted in 2021. Though most data has not yet been released from this Census, population figures have been updated and included in this document. SuperDemographics 2022 is the most up to date estimation of population characteristics, based on mathematical models that draw from various data sources.

#### Manifold Projection Method

Manifold estimates demographic data annually, including population projections for 5 and 10 years in the future. Manifold methodologies are based on the following techniques:

- Enhanced cohort survival methods;
- Nearest neighborhood and regression techniques; and
- Structural coherence techniques.

Manifold Data Sources include:					
Statistics Canada	Real Estate Boards/Companies				
Health Canada	Canadian Bankers Association				
Regional Health Ministries	Bank of Canada				
Citizenship and Immigration Canada	Canada Post Corporation				
Regional School Boards	Consumer and business directories books				
Proprietary survey and research	Flyer Distribution Association				
Publications of hospitals, CMHC, BBM and partners					



2022 Community Profile

### **INTRODUCTION**

### Bentley: Full of Small-Town Charm

The Town of Bentley is located between Sylvan Lake and Gull Lake, less than a minute off the Highway 12 bypass road and twenty kilometres west of Highway QE2. Bentley was incorporated as a town on January 1, 2001. The Town is part of Lacombe County and a part of the broad Central Alberta Economic Partnership (CAEP). The Town is centrally located within Alberta, being within less than 2 hours of both Calgary and Edmonton.

### The Greatest Unique Destination in Alberta!

Traditionally, pioneers settled the land and derived value from lumber yards with goods produced from local sawmills. The Sam Smith Lumber Yard is considered the oldest lumber yard within the Town. Today, the town thrives on its small businesses, with over 100 registered organizations, approximately 99% of whom are considered "small" (0-4 employees).





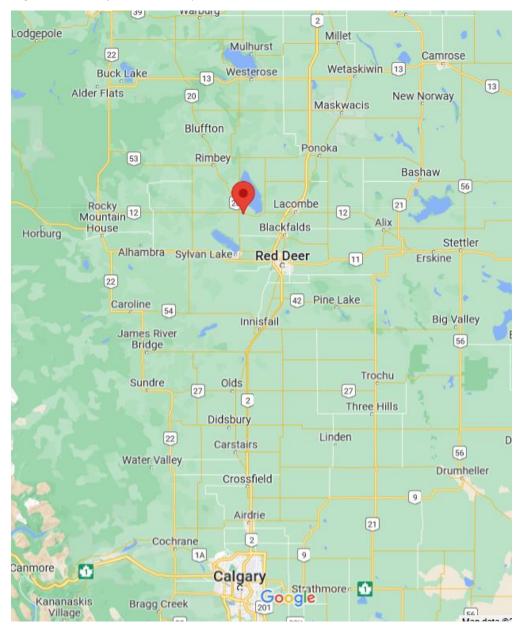
2022 Community Profile

#### Location

The Town of Bentley is located between Sylvan Lake and Gull Lake, less than a minute off the Highway 12 bypass road and twenty kilometres west of Highway QE2. Bentley was incorporated as a town on January 1, 2001. The Town is part of Lacombe County and a part of the broad Central Alberta Economic Partnership (CAEP). The Town is centrally located within Alberta, being within less than 2 hours of both Calgary and Edmonton.

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Figure 1: Bentley Location Map



Source: Google Maps



2022 Community Profile

#### Climate

Bentley climatic data was retrieved from the Government of Canada's Nearest Environment Canada Station. The most recent longitudinal information presents data from 1981-2010. Table 1 and Figure 2 illustrate precipitation levels, average and extreme temperatures.

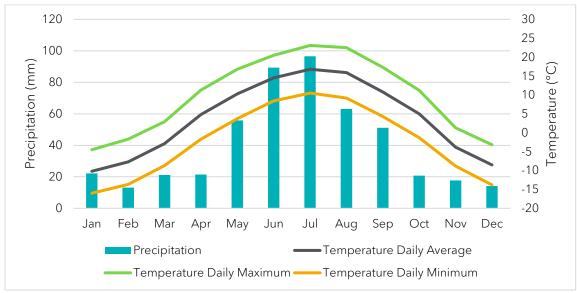


Table 1: Bentley, Average Temperature (°C), 1981-2010

Temp. (°C)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Daily Average	-10.2	-7.7	-2.9	4.8	10.3	14.5	16.8	15.9	10.8	5	-3.8	-8.5
Daily Maximum	-4.5	-1.7	2.9	11.3	16.8	20.5	23.1	22.5	17.3	11.2	1.3	-3.2
Daily Minimum	-16	-13.7	-8.7	-1.7	3.7	8.4	10.5	9.2	4.3	-1.3	-8.8	-13.8
Extreme Maximum	13.5	18	19	29.4	32	33.5	34.5	36	33.5	29	22.8	16.5
Extreme Minimum	-41.5	-41.5	-36.7	-26.7	-8	-1.1	1.7	-2.5	-8	-25	-35	-43.3

Source: Environment Canada, Station. Temperature and Precipitation Graph for 1981 to 2010 Canadian Climate. Weather Station: Red Deer.

Figure 2: Bentley, Temperature and Precipitation Averages, 1981-2010



Source: Environment Canada, Station. Temperature and Precipitation Graph for 1981 to 2010 Canadian Climate. Weather Station: Red Deer.



2022 Community Profile

#### **DEMOGRAPHICS**

#### Population Size and Growth

Between 2011 and 2021, the census population in Bentley retracted slightly from 1,073 to 1,042 (see Table 2), a growth rate of approximately -2.9% over 10 years. This figure lags considerably behind Alberta's growth rate over the same period, which was 16.9%. However, from 2021 to 2032 Bentley's population is expected to regain those figures and subsequently rise above 1,100, to 1,113 by 2032.



Table 2: Census Population Change

Population	2011	2016	2021	2022	2027	2032
Bentley	1,073	1,078	1,042	1,082	1,098	1,113
% Change	0.9%	0.47%	-3.34%	/*	1.47%	1.33%
	2011	2016	2021	2022	2027	2032
Alberta	3,645,257	4,067,175	4,262,635	4,491,760	4,715,899	4,938,018
% Change	10.79%	11.57%	4.81%	/*	4.99%	4.71%

Source: Statistics Canada Census Profiles 2006, 2011, 2016, and 2021 and Manifold SuperDemographics 2022

2.82%

population growth projection over the next 5 years!

<sup>\*2021</sup> and 2022 data are not directly comparable, as they are derived from different datasets. As such, there is no percentage growth given, as the difference in the numbers is reflective of differing methodologies alongside population growth.

<sup>&</sup>lt;sup>1</sup> Please note, different tables within the document may refer to different "total population" figures. These figures represent the total population *for that statistic* - reliable data for those figures may not be available for the entire population and therefore use a slightly smaller sample size.



2022 Community Profile

#### Age Profile

Figure 3 illustrates changes to Bentley's population by age, over the past 15 years.

Bentley's population has gotten older over the previous 15 years, with its share of youth (ages 0-34) decreasing from 43.5% in 2006 to 35.6% in 2021. Moreover, its older adult population (60+) has increased from 22.0% in 2006 to 31.3% in 2021. This indicates a shift in the makeup of the local population and suggests that a differing approach to



community engagement may be needed in the coming years to adjust for this new demographic breakdown.

Figure 3: Age Distribution Chart, Bentley, 2006-2021

Source: McSweeney & Associates from Statistics Canada Census.

2006

**—**2016 **——**2021

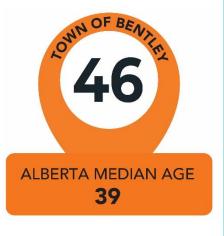


## 2022 Community Profile

Table 3 shows 2022 population estimates by age group.

Table 3: Age Distribution, Bentley and Alberta, 2022

Characteristics	Bentley	Bentley	Alberta
Total Population	1,082	100%	100%
0 to 4 years	45	4.2%	5.8%
5 to 9 years	64	5.9%	6.1%
10 to 14 years	68	6.3%	6.2%
15 to 19 years	56	5.2%	5.8%
20 to 24 years	40	3.7%	6.1%
25 to 29 years	52	4.8%	6.7%
30 to 34 years	60	5.5%	7.6%
35 to 39 years	76	7.0%	8.0%
40 to 44 years	70	6.5%	7.3%
45 to 49 years	63	5.8%	6.5%
50 to 54 years	66	6.1%	6.1%
55 to 59 years	87	8.0%	6.2%
60 to 64 years	95	8.8%	6.2%
65 to 69 years	92	8.5%	5.3%
70 to 74 years	63	5.8%	3.9%
75 to 79 years	33	3.0%	2.7%
80 to 84 years	31	2.9%	1.7%
85 years and over	25	2.3%	1.8%





Source: McSweeney & Associates from Manifold Data Mining Inc. SuperDemographics 2022.



2022 Community Profile

### Income

Table 4 shows the breakdown of total individual incomes in 2021<sup>2</sup>. In 2021, median total income for all Bentley residents 15 years and over was \$44,485. Approximately 37.1% of residents earned over \$50,000 in 2021, and 10.8% of residents earned over \$90,000.



Table 4: Total Individual Income Levels, 2021

Characteristic	Total	Male	Female
Total 15 years and over	905	451	454
Without total income	32	18	14
With total income	874	433	440
Under \$10,000 (including loss)	98	33	56
\$10,000 to \$19,999	123	30	86
\$20,000 to \$29,999	135	47	86
\$30,000 to \$39,999	111	52	62
\$40,000 to \$49,999	102	45	56
\$50,000 to \$59,999	76	41	39
\$60,000 to \$69,999	63	39	25
\$70,000 to \$79,999	38	29	13
\$80,000 to \$89,999	31	26	7
\$90,000 to \$99,999	24	21	5
\$100,000 and over	74	71	6
Characteristic	Total	Male	Female
Median total income \$	\$44,485	\$64,238	\$32,119
Average total income \$	\$54,371	\$73,190	\$37,380

Source: McSweeney & Associates from Manifold Data Mining Inc. SuperDemographics 2022 \*(2021 incomes).

Male-female income disparity was prevalent in 2021, with males earning median incomes exactly double that of females. Average income for males was similarly nearly double that of females, being \$35,810 higher. Moreover, while half (50.3%) of males in Bentley earned above \$50,000 in 2021, only one out of every five (20.9%) of females

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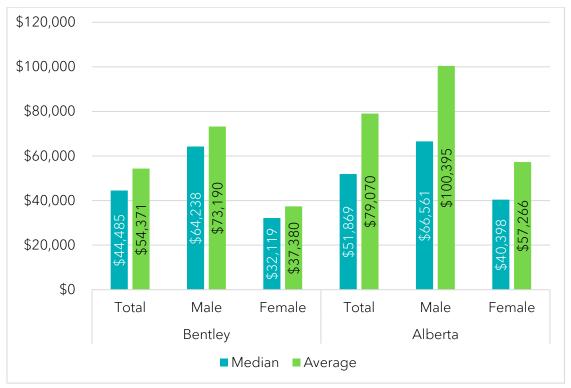
<sup>&</sup>lt;sup>2</sup> Please note that the 2022 Manifold data uses 2021 income data, as it is the most recent information available.



## 2022 Community Profile

did. Figure 4 (following page) presents employment income levels for males and females in Bentley and Alberta.

Figure 4: Employment Income Levels, Bentley and Alberta Residents, 15+, 2021







## 2022 Community Profile

Table 5 illustrates that median household incomes are slightly lower in Bentley than they are in Alberta more broadly. The difference between average incomes are larger than median incomes, suggesting that most of the gap between the two comes from the very top earners in each locality.

Table 5: Household Income Levels, Bentley and Alberta Households, 2021

Characteristic	Bentley	Bentley	Alberta
Total - Total household income groups for private households	468	100%	100%
Under \$5,000	0	0.0%	0.8%
\$5,000 to \$9,999	1	0.2%	0.9%
\$10,000 to \$14,999	3	0.6%	1.1%
\$15,000 to \$19,999	10	2.1%	1.6%
\$20,000 to \$24,999	15	3.2%	2.5%
\$25,000 to \$29,999	17	3.6%	2.5%
\$30,000 to \$34,999	16	3.4%	2.7%
\$35,000 to \$39,999	20	4.3%	2.9%
\$40,000 to \$44,999	20	4.3%	3.0%
\$45,000 to \$49,999	18	3.8%	3.1%
\$50,000 to \$59,999	24	5.1%	4.9%
\$60,000 to \$69,999	27	5.8%	5.8%
\$70,000 to \$79,999	27	5.8%	6.0%
\$80,000 to \$89,999	35	7.5%	6.0%
\$90,000 to \$99,999	32	6.8%	6.0%
\$100,000 and over	202	43.2%	50.2%
Median household total income (\$)	\$98,483		\$113,175
Average household total income (\$)	\$98,737		\$153,665

Source: McSweeney & Associates from Manifold Data Mining Inc. SuperDemographics 2022 (2021 incomes).



2022 Community Profile

### **Mobility Characteristics**

Residents in Bentley were slightly less likely to change place of residence within one or five years, relative to Alberta residents. Specifically, over the last five years 42.0% of Bentley residents had moved, compared to 46.7% of Albertans (Table 6).



Table 6: Mobility Rates, Bentley and Alberta, 2022

Characteristics	Bentley	Bentley	Alberta	
Mobility status - place of residence year ago³				
Total population	1,061	100.0%	100%	
Non-movers <sup>4</sup>	933	87.9%	83.9%	
Movers <sup>5</sup>	128	12.1%	16.1%	
Non-migrants <sup>6</sup>	50	4.7%	10.5%	
Migrants <sup>7</sup>	78	7.4%	5.6%	
Internal migrants	78	7.4%	4.4%	
Intra-provincial migrants	64	6.0%	3.2%	
Interprovincial migrants	14	1.3%	1.2%	
External migrants	0	0.0%	1.2%	
Mobility status - plac	e of residence status fiv	e years ago		
Total population	989	100%	100%	
Non-movers	574	58.0%	53.3%	
Movers	415	42.0%	46.7%	
Non-migrants	122	12.3%	25.5%	
Migrants	293	29.6%	21.2%	
Internal migrants	293	29.6%	15.6%	
Intra-provincial migrants	236	23.9%	9.3%	
Interprovincial migrants	57	5.8%	6.3%	
External migrants	0	0.0%	5.6%	

<sup>&</sup>lt;sup>3</sup> Refers to the relationship between a person's usual place of residence on Census Day and their usual place of residence one year earlier. A person is classified as a non-mover if no difference exists. Otherwise, a person is classified as a mover and this categorization is called Mobility status (1 year ago). Within the category of movers, a further distinction is made between non-migrants and migrants; this difference is called migration status.

<sup>&</sup>lt;sup>4</sup> Non-movers are persons who, on Census Day, were living at the same address as which they resided one year earlier.

<sup>&</sup>lt;sup>5</sup> Movers are persons who, on Census Day, were living at a different address from the one at which they resided one year earlier.

<sup>&</sup>lt;sup>6</sup> Non-migrants are movers who, on Census Day, were living at a different address, but in the same census subdivision (CSD) as the one they lived in one year earlier.

<sup>&</sup>lt;sup>7</sup> Migrants are movers who, on Census Day, were residing in a different CSD one year earlier (internal migrants) or who were living outside Canada one year earlier (external migrants).



2022 Community Profile

### Language Characteristics

Table 7 indicates knowledge of Canada's official languages. No residents in Bentley speak neither English or French, which is 1.5% less than the provincial figure, though slightly less speak French (6.7% of Alberta residents and 1.4% of Bentley residents speak either French or English and French).



Table 7: Knowledge of Official Languages, 2022

Characteristics	Bentley	Bentley	Alberta
Total population	1,082	100%	100%
English	1,066	98.5%	91.8%
French	0	0%	0.1%
English and French	15	1.4%	6.6%
Neither English nor French	0	0%	1.5%





2022 Community Profile

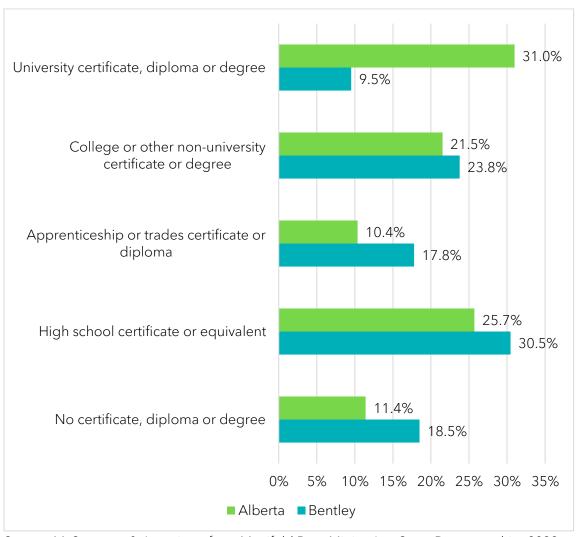
#### Level of Education

Figure 5 illustrates educational attainment for residents ages 25 to 64 in Bentley and Alberta. While Alberta's population is more likely to have attained a university certificate, diploma or degree, Bentley residents are more likely to have an apprenticeship or trades certificate or diploma.



Two out of every five Bentley residents (41.5%) have either an "apprenticeship or trades certificate or diploma", or a "college or other non-university certificate or degree".

Figure 5: Educational Attainment, Bentley and Alberta Residents ages 25-64, 2022

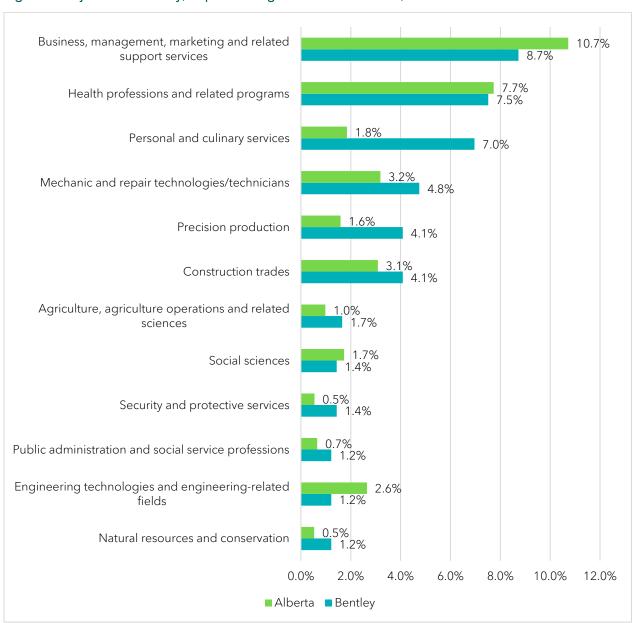




### 2022 Community Profile

Figure 6 and Table 8 illustrate fields of study for residents ages 15 years and older. Figure 6 focus on subfields of study, while Table 8 identifies major fields of study. For education subfields, 'Business, management, marketing and related support services' is the most prominent field of study, with 79 Bentley residents completing their education within the field.

Figure 6: Major Field of Study, Population Aged 15 Years or Older, 2022





## 2022 Community Profile

When breaking down major field of study for residents in Bentley by sex it becomes clear that there are significant differences in fields of study undertaken. Notably, males over 15 in Bentley are much more likely to have studied *architecture*, *engineering* and *related technologies*, while females were much more likely to have pursued educational training in *health* and *related fields* or *business*, *management* and *public administration*.

Table 8: Major Field of Study, Bentley Residents 15 years and over, 2022

Field of Study	Total	Female	Male
No postsecondary certificate, diploma or degree	50%	44%	56%
Architecture, engineering, and related technologies	14%	2%	26%
Business, management and public administration	10%	18%	2%
Personal, protective and transportation services	8%	9%	8%
Health and related fields	8%	15%	0%
Social and behavioural sciences and law	3%	5%	1%
Agriculture, natural resources and conservation	3%	4%	2%
Education	1%	0%	2%
Humanities	1%	1%	1%
Mathematics, computer and information sciences	1%	2%	0%
Visual and performing arts, and communications technologies	1%	0%	2%



2022 Community Profile

## **LABOUR FORCE**

### **Key Indicators**

Bentley is home to a labour force of approximately 679 individuals. As illustrated in Table 9, the labour force participation rate is higher than Alberta's, the employment rate is similar, and the unemployment rate is higher than the provincial mark. These data suggest that Bentley residents are slightly more likely to be engaged in the labour force and find it slightly harder to get work when looking.



Table 9: Labour Force Characteristics, 2022

Characteristic	Bentley	Alberta
Total population aged 15 years and older	905	3,677,898
In the labour force	679	2,576,081
Employed	553	2,292,080
Unemployed	126	284,002
Not in the labour force	226	1,101,817
Participation rate %	75.02	70.04
Employment rate %	61.11	62.32
Unemployment rate %	18.55	11.02





## 2022 Community Profile

Bentley's youth have similar participation rates compared to Alberta youth, but their employment rate (much higher) and unemployment rate (much lower) are more favourable. This suggests that Bentley youth looking for work are significantly more likely to find suitable employment compared to their Alberta counterparts.

Table 10: Labour Force Characteristics, Youth, 2022

Characteristic	Bentley	Alberta
Total population aged 15 to 24 years old	95	535,544
In the labour force	62	344,953
Employed	61	270,555
Unemployed	0	74,398
Not in the labour force	33	190,591
Participation rate %	64.84	64.41
Employment rate %	64.52	50.52
Unemployment rate %	0.49	21.57





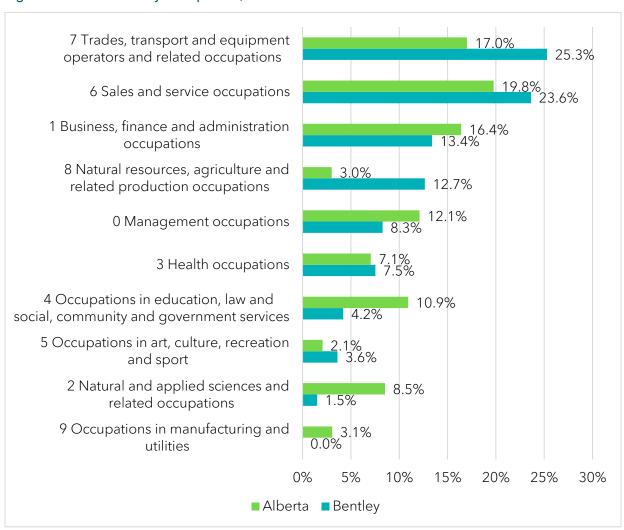
2022 Community Profile

### Labour Force by Occupation

Figure 7 and Table 11 illustrate Bentley's labour force make up by occupation:

- Trades, transport and equipment operators and related occupations' are the largest occupation group (25.3% of residents work within this occupation class) in Bentley, representing over a quarter of all resident occupations.
- Occupations in manufacturing and utilities' are the least intensive in Bentley, as there are no residents working within these occupations.

Figure 7: Labour Force by Occupation<sup>8</sup>, 2022



<sup>&</sup>lt;sup>8</sup>Occupation data are produced according to the NOC 2016: http://www.statcan.gc.ca/eng/subjects/standard/noc/2016/index



## 2022 Community Profile

Table 11 compares male and female employment counts by occupation. As can be seen:

- 'Health occupations' are represented entirely by female residents of Bentley
- 'Natural and applied sciences and related occupations' are represented entirely by male residents of Bentley.

Table 11: Labour Force by Occupation, 2022

Characteristic	Male	Percentage of Occupation	Female	Percentage of Occupation
Total labour force 15 years and over by occupation	361	53%	318	47%
Occupation - Not applicable	0	0%	15	100%
All occupations	361	54%	302	46%
0 Management occupations	33	61%	21	39%
1 Business, finance and administration occupations	10	11%	78	89%
2 Natural and applied sciences and related occupations	10	100%	0	0%
3 Health occupations	0	0%	50	100%
4 Occupations in education, law and social, community and government services	9	31%	20	69%
5 Occupations in art, culture, recreation and sport	4	17%	20	83%
6 Sales and service occupations	82	52%	75	48%
7 Trades, transport and equipment operators and related occupations	151	90%	17	10%
8 Natural resources, agriculture and related production occupations	62	74%	22	26%



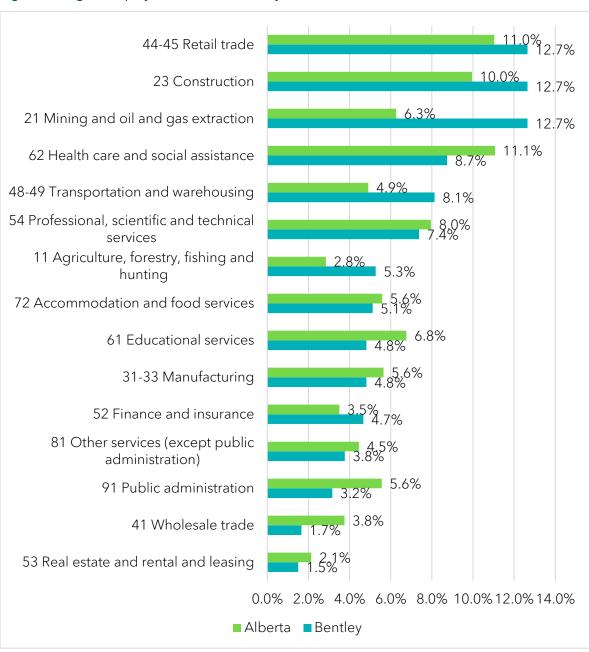
2022 Community Profile

### Labour Force by Industry

Figure 8 illustrates the top 15 employment sectors in Bentley. The largest employment sectors (each representing 12.7% of employment) are 'Retail trade', 'Construction', and 'Mining and oil and gas extraction'.



Figure 8: Largest Employment Sectors, Bentley and Alberta, 2022





## 2022 Community Profile

Table 12 compares male and female employment counts by industry. As can be seen:

- Four industries ('finance and insurance'; 'real estate and rental and leasing'; health care and social assistance'; and 'accommodation and food services' are entirely represented by females.
- The 'manufacturing' sector is represented entirely by males.

Table 12: Labour Force by Industry, Bentley Residents, 2022

Characteristic	Male	Percentage of Industry	Female	Percentage of Industry
Total labour force 15 years and over	361	53%	318	47%
Industry - not applicable	0	0%	15	100%
All industries	361	54%	302	46%
11 Agriculture, forestry, fishing and hunting	13	37%	22	63%
21 Mining and oil and gas extraction	69	82%	15	18%
23 Construction	78	93%	6	7%
31-33 Manufacturing	32	100%	0	0%
41 Wholesale trade	7	64%	4	36%
44-45 Retail trade	41	49%	43	51%
48-49 Transportation and warehousing	37	69%	17	31%
51 Information and cultural industries	7	70%	3	30%
52 Finance and insurance	0	0%	31	100%
53 Real estate and rental and leasing	0	0%	10	100%
54 Professional, scientific and technical services	29	60%	19	40%
56 Administrative and support, waste management and remediation services	6	67%	3	33%
61 Educational services	13	41%	19	59%
62 Health care and social assistance	0	0%	58	100%
72 Accommodation and food services	0	0%	34	100%
81 Other services (except public administration)	16	64%	9	36%
91 Public administration	11	52%	10	48%



2022 Community Profile

### General Wages by Occupation

Below is a sampling of local wage rates of the highest paying occupations (by median wage) for the closest and most representative region available (Red Deer Region).



For a complete review of all wages by occupation see: <a href="https://www.jobbank.gc.ca/wagereport/location/22319">https://www.jobbank.gc.ca/wagereport/location/22319</a>

Table 13: General Wages by Occupation<sup>9</sup>

Category	Low Wage	Median Wage	High Wage
	(\$/hour)	(\$/hour)	(\$/hour)
Other managers in public administration	\$29.82	\$60.00	\$74.52
School principals and administrators of elementary and secondary education	\$35.90	\$54.09	\$69.71
Dental hygienists and dental therapists	\$38.54	\$53.00	\$59.00
Engineering managers	\$32.50	\$52.64	\$75.34
Other business services managers	\$23.08	\$52.45	\$60.10
Urban and land use planners	\$38.99	\$52.00	\$63.19
Managers in health care	\$26.42	\$51.55	\$78.37
Banking, credit and other investment managers	\$25.26	\$51.28	\$87.95
Electrical power line and cable workers	\$25.00	\$50.00	\$61.20
Central control and process operators, petroleum, gas and chemical processing	\$31.73	\$50.00	\$65.00
Mechanical engineers	\$34.62	\$48.72	\$72.50
Psychologists	\$46.83	\$48.60	\$64.44

www.jobbank.gc.ca/LMI\_report\_area.do?&area=29315&reportOption=wage

<sup>&</sup>lt;sup>9</sup> For more wage rates please visit:



## 2022 Community Profile

Natural and applied science policy researchers, consultants and program officers	\$28.61	\$47.69	\$62.94
Information systems analysts and consultants	\$27.88	\$47.62	\$67.50
Managers in transportation	\$22.60	\$47.12	\$62.97
Registered nurses and registered psychiatric nurses	\$39.50	\$47.00	\$50.00
Supervisors, petroleum, gas and chemical processing and utilities	\$28.70	\$47.00	\$69.23

Source: Produced by Human Resources and Skills Development Canada's Labour Market Information Service. Last updated July 5<sup>th</sup>, 2022.





2022 Community Profile

### Largest Employers

Tables 14 and 15 identify some of the largest private and public employers by NAICS and employment level in Bentley.



Table 14: Largest Private Sector Employers

Name	Industry (NAICS Classification)
TR Transport	Transportation and Warehousing
Nexsource Power	Utilities
Nutrien Ag Solutions	Wholesale Trade

Source: Town of Bentley and McSweeney & Associates

Table 15: Largest Public Sector Employers

Name	Industry
Wolf Creek Public School	Education Services
Bentley Care Centre	Health Care and Social Assistance

Source: Town of Bentley and McSweeney & Associates

Table 16: Key/Target Sectors

Sector		
Tourism		
Agriculture		
Construction		
Retail trade		
Mining, quarrying, and oil and gas extraction		

Source: Town of Bentley



2022 Community Profile

### Place of Work

Tables 17 and 18 provide information on persons reporting a "usual place of work other than in their home or outside of Canada", and reveal the following:



- Approximately two out of three residents (62.9%) worked outside the Town in 2016.
- Most non-resident workers were from Lacombe Municipal District, Sylvan Lake, or the City of Lacombe.

Table 17: Place of Work for Residents of Bentley, 2016

Place of Work	Total	Male	Female
Bentley, T	115	30	90
Red Deer, CY	95	35	55
Lacombe, CY	55	20	30
Sylvan Lake, T	25	10	15
Red Deer County, MD	20	20	0
Total workforce residing in Bentley	310	115	190
Total resident labour force with a usual place of work outside Bentley	195	85	100
Percent of residents working outside of Bentley	62.9%	73.9%	52.6%

Source: McSweeney & Associates, Statistic Canada, 2016 Commuting Flow





2022 Community Profile

Table 18: Place of Residence for Persons Working in Bentley, 2016

Place of Residence	Total	Male	Female
Bentley, T	115	30	90
Lacombe County, MD	90	20	75
Sylvan Lake, T	45	25	25
Lacombe, CY	25	0	20
Ponoka County, MD	20	0	20
Total workforce commuting into Bentley	295	75	230
Total non-resident workforce commuting to work to Bentley	180	45	140
Percent of workers (non-residents) commuting to work in Bentley	61.0%	60.0%	60.9%

Source: McSweeney & Associates, Statistic Canada, Commuting Flow





2022 Community Profile

## **QUALITY OF LIFE**

### **Housing Characteristics**

Bentley is more affordable, when it comes to housing costs, relative to Alberta. This is true both in terms of average value (\$412,083 compared to \$506,749) and median value (\$316,188 compared to \$443,139). Similarly, median and average monthly shelter costs for both owned and rented dwellings are less expensive compared to provincial figures. At the same time, however, Bentley residents are more likely to be spending over 30% of their income on shelter costs in relation to the rest of Alberta, suggesting that housing affordability is a challenge locally.

Table 19: Dwelling Characteristics, 2022

	Bentley	Alberta
Total number of private households	468	1,722,012
Average value of dwelling \$	\$412,083	\$506,749
Median value of dwellings (\$)	\$316,188	\$443,139
Median monthly shelter costs for owned dwellings	\$1,476	\$1,687
Average monthly shelter costs for owned dwellings	\$1,322	\$1,817
% Owned	79%	73%
% Rented	21%	26%
Median monthly shelter costs for rented dwellings	\$1,010	\$1,343
Average monthly shelter costs for rented dwellings	\$1,057	\$1,457
Percent of the population spending 30% or more of household total income on shelter costs	39%	17%

Source: McSweeney & Associates from Manifold Data Mining Inc. SuperDemographics 2022. Note: The definition of this category refers to occupied dwellings; therefore, it does not incorporate seasonal dwellings (i.e., cottages).



### 2022 Community Profile

Bentley has significantly more single detached homes compared to Alberta (75.6% of housing units are single detached homes in Bentley, compared to 61.7% across Alberta) and movable dwellings (10.5% locally, 2.9% provincially). The Town correspondingly has fewer row houses (6.8% locally, 7.8% provincially), semi-detached homes (3.0% locally, 6.0% provincially) and apartments (3.8% locally, 21.6% provincially).

61.7% Single detached house 75.6% 21.6% Apartment and detached duplex 3.8% 7.8% Row house 6.8% 6.0% Semi-detached house 3.0% 2.9% Movable dwelling 10.5% 0% 10% 20% 30% 40% 50% 60% 70% 80% ■ Alberta ■ Bentley

Figure 9: Structure Type by Occupied Dwelling, 2022



2022 Community Profile

### Social and Community Services

Table 20: Social and Protective Services

Protective Services				
Service		Service Provider	Contact	
Fire	E	Sentley District Fire Department	Fire Hall - Phone 403-748-4348 Fire Chief - Ian McLaren	
Police	R.	C.M.P Sylvan Lake Detachment	Phone: 1-403-858-7200	
Police	Lacombe County Peace Officers		Town office: 403-748-4044	
	Health Care Services			
Shelter/Resourc	Shelter/Resource		vice Provider Contact	
Lacombe Hospital 5430 47		5430 47	Ave, Lacombe, AB T4L 1G8	
Red Deer Regional Hospital 3942 50a		3942 50a	a Ave, Red Deer, AB T4N 4E7	
Bentley Care Centre (Long-Term Care) 4834 52		4834 5:	2 Ave, Bentley, AB TOC 0J0	

Source: McSweeney & Associates and the Town of Bentley





2022 Community Profile

### Education

Table 21: Primary and Secondary Schools

K-12 Schools		
Name Address		
	Box 299, 5314 - 49 Street	
Bentley School	Bentley, Alberta TOC 0J0	
	Phone: 403.748.3770	
K-9 Schools		
	28414 TWP RD 400	
Bentley Colony School	Lacombe County, Alberta	
	T4M 0S6	
	Phone: 403.885.5245	

Source: <a href="https://www.wolfcreek.ab.ca/">https://www.wolfcreek.ab.ca/</a>





## 2022 Community Profile

## Recreational Facilities

Recre	ation Facilities
Name	Address
Comi	munity Centers
Bentley Community Hall	4821 50 St, Bentley, AB TOC 0J0
Bentley Ag Centre	5202 53 Street Close, Bentley, AB TOC 0J0
Forshee Hall	Range Road 20 Bentley, AB TOC 0J0
Spo	orts Facilities
Arena	Bentley Arena
Ski Hill	Bentley Medicine Lodge Ski Club
Curling Club	Bentley Curling Club
Golf	Courses just outside Bentley: <ul><li>Gull Lake Golf Course</li><li>Lakewood Golf Course</li></ul>
Par	ks and Trails
Resort & RV Park	Sandy Point Resort & RV Park <sup>10</sup>
Active community	Summer Village of Gull Lake
Community outdoor spaces	Bentley Municipal Campground
Conservation Area	Aspen Beach Provincial Park
Municipal-Owned Parks	Four parks with playgrounds and greenspace (8 acres)
Ball Diamonds	The Town of Bentley owns three diamonds (8 acres)
School Parks	The Town manages two fields with playgrounds add sporting facilities (10 acres)
Walking Trails	Walking trail from Gull Lake to Bentley

Source: Town of Bentley

<sup>&</sup>lt;sup>10</sup> See <a href="https://www.sandypoint.info/brochure">https://www.sandypoint.info/brochure</a> for more information



2022 Community Profile

#### **Events**

### **Curling Club Bonspiels**

Men's Bonspiel (January 12-14)

Stick Seniors (February 4)

Ladies' Bonspiel (February 10-12)

Senior's Bonspiel (February 20-24)

Mixed Bonspiel (March 22-26)

Farmer's Bonspiel (November 28-December 3)

#### Summer

Bentley Farmers' Market

Bentley Rodeo and Parade

Bentley Minor Ball (3 ball diamonds to support local tournaments)

**Bentley Minor Soccer** 

#### Winter

Medicine Lodge Ski Hill

Santa Drive Thru Visit

Minor Hockey Tournaments at Bentley Arena

Bentley Christmas Market

Source: McSweeney & Associates and Town of Bentley





2022 Community Profile

### Local Media

Table 22: Print and Radio

Media	Frequency	Phone	Website
Sunny 94 (Lacombe)	Radio	403-786-0194	https://lacombeonline.com/sunny
Rimbey Review	Online Newspaper	403-843-4909	https://www.rimbeyreview.com/
Lacombe Express	Online Newspaper	403-588-1765	https://www.lacombeexpress.com/

Source: McSweeney & Associates and Town of Bentley

### Local Institutions

Table 23: Financial Institutions

Name	Address	Contact
Servus Credit Union - Bentley	4942 50 Ave, Bentley, AB, TOC 0J0	403 748-4202

Source: McSweeney & Associates and Town of Bentley

### Communications Infrastructure

Table 24: Communications Infrastructure

Cable, Internet, and Phone Services		
Name	Web	
Shaw Customer Service (Cable/Telephone/Internet)		
Telus Residential Service (Telephone/Internet)		

Source: Town of Bentley



2022 Community Profile

# POSTSECONDARY AND PROFESSIONAL DEVELOPMENT TRAINING OPPORTUNITIES

This section identifies recognized universities and colleges servicing the Bentley area. A comprehensive list of Alberta colleges and universities in Alberta can be found here: <a href="http://www.collegealberta.info/">http://www.collegealberta.info/</a>.

The following two tables illustrate institutions located in and near the region and the key programs and strengths of each institution.

Postsecondary				
Postsecondary Institutions				
Institution Name	Key Programs	Location/Contact		
Clearwater College	Biblical Studies	Caroline, AB <a href="http://www.clearwatercollege.com/">http://www.clearwatercollege.com/</a>		
Rocky Community Learning Council	Literacy, high school upgrading, accounting and Microsoft software programs, part of the Campus Central Alberta network which has online diploma and certificate programs	4934 50 St, Rocky Mountain House, AB https://www.rockyclc.ab.ca/		
Burman University	35 major or track choices in bachelor's degree programs in their Division of Arts, Division of Science, School of Business, and School of Education.	6730 University Dr, Lacombe, AB <a href="https://www.burmanu.ca/">https://www.burmanu.ca/</a>		
Red Deer Polytechnic	RDC offers more than 100 different credit programs, housed in seven Schools: trades, certificates, diplomas,	100 College Blvd, Red Deer, AB https://rdpolytech.ca/		



## 2022 Community Profile

	graduate certificates and applied degrees.
Olds College	Offers a variety of certificate, diploma and applied degree options in the 10 Faculties, specializing in agriculture, horticulture, land and environmental stewardship.  4500 - 50th Street, Olds, AB  https://www.oldscollege.ca/

Source: McSweeney and Associates 2022

### Private Institutes and Professional Development Training Programs

Private Institutions				
Institution Name	Key Programs	Location/Contact		
Lokken College	Certified programs include Occupation- Specific skills a work internship and 6 months of follow-up support (after you are employed). Certifies retail hospitality and industrial workers.	302 - 5201 51 Ave Wetaskiwin, AB		
Norquest College	Offer workforce-relevant programs across a wide range of disciplines: health, business, community studies, environment	5502 49 Ave Wetaskiwin, AB		
Burman University	Offers over 35 major or track choices in bachelor degree programs in Division of Arts, Division of Science, School of Business, and School of Education.	6730 University Drive Lacombe, AB		
Northern Alberta Institute of Technology (NAIT)	Over 200 degree, diploma and certificate programs in the areas of business, applied sciences and technology, health and life sciences, and skilled trades.	11762 106 St Edmonton, AB		



2022 Community Profile

Concordia University of Edmonton The university has five faculties and two schools: Faculty of Arts, Faculty of Education, Faculty of Graduate Studies, Faculty of Management, Faculty of Science, School of Physical Education and Wellness, and School of Music. The university offers 45 majors and minors in the fields of Arts, Science and Management; two after-degree programs, three master's degrees, and several graduate certificates and diplomas.

7128 Ada Blvd NW, Edmonton, AB

**CDI College** 

Business, healthcare and legal studies; professional development opportunities.

5000 Gaetz Ave, Red Deer, AB

Source: McSweeney and Associates 2022





2022 Community Profile

### TRANSPORTATION AND SHIPPING

### Highways

The Town of Bentley is located between Sylvan Lake and Gull Lake, less than a minute off the Highway 12 bypass road and twenty kilometres west of Highway QE2.



### Average Annual Daily Traffic (AADT) counts for key roads<sup>11</sup>:

**Highway 12**: Intersection of 12<sup>th</sup> & 44<sup>th</sup> street Annual Average Daily Traffic (AADT): 5,940

**Highway 12:** Intersection of 12<sup>th</sup> & 52<sup>th</sup> street Annual Average Daily Traffic (AADT): 7,300

**50<sup>th</sup> Avenue:** Intersection of 12A & 49<sup>th</sup> street Annual Average Daily Traffic (AADT): 3,980

**Highway 20:** West of Bentley at the intersection of Highways 12 and 20 Annual Average Daily Traffic (AADT): 14,380

Table 25: Distance to Urban Centres

Distance to Urban Centres					
Location	Distance (km)	Distance (miles)	Driving Time		
Sylvan Lake	20	13	20 minutes		
City of Lacombe	24	15	20 minutes		
Blackfalds	30	19	25 minutes		
Red Deer	43	27	30 minutes		
Edmonton	148	93	1 hour 30 minutes		
Calgary	177	111	1 hour 52 minutes		
Drumheller	196	123	2 hours 5 minutes		
Banff	291	182	3 hours		

Source: McSweeney & Associates from Google Maps

| 40

<sup>11</sup> http://www.transportation.alberta.ca/mapping/



2022 Community Profile

Table 26: Distance to Major US Border Crossings

Distance to Border Crossings					
Border Crossing	Distance (km)	Distance (miles)	Driving Time		
Carway Border Crossing	427	267	4 hours 15 minutes		
Del Bonita Border Crossing	455	284	4 hours 35 minutes		
Sweet Grass Border Crossing	486	304	4 hours 55 minutes		
Wild Horse Border Crossing	590	369	5 hours 50 minutes		

Source: McSweeney & Associates from Google Maps.





2022 Community Profile

#### Rail Services

The nearest commercial rail services are Edmonton and Calgary, which are serviced by both CN Rail and Canadian Pacific. Red Arrow operates a bus line connecting Red Deer to passenger trains in Edmonton.



#### VIA Rail and Red Arrow Bus

The closest VIA Rail station is in the City of Edmonton. There is a Red Arrow Bus that connects Red Deer to Edmonton VIA Rail services - <a href="https://www.viarail.ca/en">https://www.viarail.ca/en</a>

#### **CN Rail**

While there is no official station, there are companies along the line in the county that have drop-off and loading docks. CN provides shippers with more options and greater reach in the rapidly expanding market for north-south trade.

#### Closest CN Intermodal Station (with speed gate)

Edmonton, AB

12311 - 184th Street NW, T5V 1T3

Phone: 1-866-896-6601

Port Code: 702

Mon-Sun: 24 hours daily

### Canadian Pacific

CP has numerous routing options across Canada and through the U.S. as well as excellent North American reach through gateways with all Class I railways. CP has extensive Canadian and U.S. short line partners and serves to lead Atlantic and Pacific port facilities.

Canadian Head Office:	Closest Transload Facility:	Closest Intermodal
Canadian Pacific	Edmonton TFR	Facility:
7550 Ogden Dale Road	6040 - 99 Street	Edmonton Intermodal
S.E.	Edmonton, AB	Terminal
Calgary, AB T2C 4X9	Phone: 403-319-6476	10155 - 39 Ave NW
Canada		Edmonton, AB
1-888-333-6370		Phone: 1-888-333-8111



2022 Community Profile

### **Airports**

The following airports serve Bentley:

Table 27: Regional Airports

Name	Location	Web	Code/Elevation
Red Deer Regional Airport	3801 Airport Dr, Springbrook, AB T4S 2E8	https://www.flyreddeer.com/	Elevation: 905 m Code: YQF
Lacombe Regional Airport	3910 63 Ave, Lacombe, AB T4L 0E5	https://skyvector.com/airport/CEG3/ Lacombe-Airport	Elevation: 848 m Code: CEG3
Edmonton International Airport	1000 Airport Rd, Edmonton International Airport, AB T9E 0V3	https://flyeia.com/	Elevation: 723 m Code: YEG
Calgary International Airport	2000 Airport Rd NE, Calgary, AB T2E 6W5	https://www.yyc.com/	Elevation: 1,084 m Code: YYC

Source: McSweeney & Associates from Google Maps





2022 Community Profile

### **TAXES AND UTILITIES**

This section describes the taxes (local, provincial and federal), cost of water and sewer connection, waste management rates and sites, and natural gas and electricity rates.



### Local Property Tax Rates

Table 28: Local Property Tax Rates, 2022

General Tax Rates <sup>12</sup> Combined (Municipal, County ar Education)	nd Total			
General Municipal				
Residential/Farmland	10.34452 mills			
Non-residential	13.968450 mills			
Machinery and Equipment	13.968450 mills			
ASFF - School Foundati	on			
Residential/Farmland	2.720423 mills			
Non-residential	3.835523 mills			
Lacombe Foundation				
Residential/Farmland	0.062712 mills			
Non-residential	0.062712 mills			
Designated Industrial Prop	perty			
Designated Industrial Property	0.076600 mills			
Policing				
Residential/Farmland	0.369967 mills			
Non-residential	0.369967 mills			
Source: Town of Bentley				

<sup>&</sup>lt;sup>12</sup> Please note, a "mill" is \$1.00 of tax for every \$1,000 of property value assessment.



2022 Community Profile

### Federal and Provincial Income Tax Rates

Table 29: Corporate Taxes - General Corporation (2021/2022)

Corporate Tax Rates - Non-Canadian Controlled	2021	2022
Combined Federal and Provincial	%	%
General/Manufacturing and Processing/Investment	23.0	23.0
General; Active Business Income	23.0	23.0

Source: https://assets.kpmg/content/dam/kpmg/ca/pdf/2022/01/ca-tax-facts-2021-2022-en.pdf

Table 30: Corporate Taxes - Canadian Controlled (2021/2022)

Corporate Tax Rates - Canadian Controlled	2021	2022
Combined Federal and Provincial	%	%
Small Business Income up to \$500,000	11	11
General; Active Business Income	23	23
Investment Income	46.7	46.7

Source: <a href="https://assets.kpmg/content/dam/kpmg/ca/pdf/2022/01/ca-tax-facts-2021-2022-en.pdf">https://assets.kpmg/content/dam/kpmg/ca/pdf/2022/01/ca-tax-facts-2021-2022-en.pdf</a>

Table 31: Personal Income Tax, 2021-2022

2021-22 Combined Federal and Provincial Tax Rates				
2022 Taxable Income	Other	Other Capital	Canadian Dividends	
2022 Taxable IIICOTTIE	Income	Gains	Eligible	Non-Eligible
first \$50,197	25.00%	12.50%	2.57%	15.86%
over \$50,197 up to \$100,392	30.50%	15.25%	10.16%	22.18%
over \$100,392 up to \$131,220	36.00%	18.00%	17.75%	28.51%
over \$131,220 up to \$155,625	38.00%	19.00%	20.51%	30.81%
over \$155,625 up to \$157,464	41.38%	20.69%	25.17%	34.70%
over \$157,464 up to \$209,952	42.38%	21.19%	26.55%	35.85%



## 2022 Community Profile

over \$209,952 up to \$221,708	43.38%	21.69%	27.93%	37.00%
over \$221,708 up to \$314,928	47.00%	23.50%	32.93%	41.16%
over \$314,928	48.00%	24.00%	34.31%	42.31%

Marginal tax rate for dividends is a % of actual dividends received (not grossed-up taxable amount).

Marginal tax rate for capital gains is a % of total capital gains (not taxable capital gains) Gross-up rate for eligible dividends is 38%, and for non-eligible dividends is 15%.

### **Basic Personal Amount**

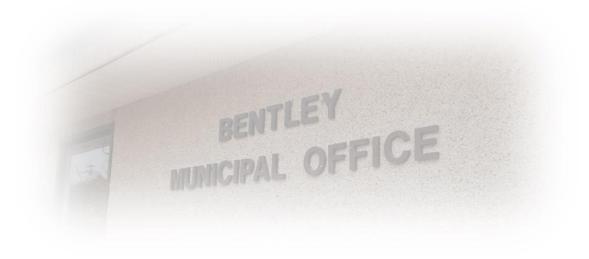
Level	2022 Amount	2022 Tax Rate
Federal	\$14,398	15%
Alberta	\$19,369	10%

Source: <a href="https://www.taxtips.ca/taxrates/ab.htm">https://www.taxtips.ca/taxrates/ab.htm</a>

Table 32: Sales Tax

Sales Tax	2022
Federal GST (sales tax)	5%
Provincial GST (sales tax)	N/A

Source: https://www.taxtips.ca/salestaxes/sales-tax-rates-2021.htm





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#### Water/Wastewater and Waste Management

Table 33: Water and Sewer Charges, 2022

Water Rates Effective January 1, 2022		
	Metered (bi-monthly billing)	Bulk Water and Counter Sales (monthly billing)
First 27 cubic meters or any portion thereof	\$54.05	
Per additional cubic meter or portion thereof	\$1.16	
Monthly Charge		\$63.65
Per fill		\$53.05
Wastewater Rates Effective January 1, 2022		
Per residential and/or business unit	9	\$43.14
Institutional Use: per unit	\$	129.11
Mobile home park:	\$2	2,068.75

Source: Town of Bentley

#### Water Demand and Capacity

The existing water treatment plant and reservoirs have approximately 400 m3 of residual capacity, which is enough to service the Town for approximately 30 more years at a consumption annual water demand growth rate of 3%.

The Town's current average daily water demand is 290 m3/day. The water is supplied by three wells that have a total capacity to supply 548 m3/day and are licensed for the equivalent annual volume. The Town currently has 189% of the average daily demand, and capacity to refill reservoirs in the event that high demand for fire water or other temporary demand well in excess of the average daily demand is encountered. The Town currently utilizes 1,269 m3 of the 1,671 m3 total reservoir capacity for its typical daily consumption, emergency storage, and fire flow storage (assuming 150 L/s fire flow for two hours).

The three groundwater production wells have been pump tested and licensed to pump up to their sustainable long-term yield. Without adding a fourth production well, the Town has residual capacity to accommodate approximately 3% annual water demand growth for 21 years of the 25-year outlook. Even with the conservative growth rate applied for planning and design, the Town's current wells are capable of service into the future with the likely need to add a fourth well to meet the 25-year projected demand with a high level of confidence.



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#### Wastewater Demand and Capacity

The existing lagoon is located southwest corner of the municipal limit, consisting of anaerobic cells, facultative cells, and storage cells. The existing storage cells have a total storage volume of 217,036 m3 with a rated capacity of 595 m3/day. Based on the average daily influent flow from the 2014 to 2021 influent meter records, the existing average daily sanitary flow is estimated to be 331 m3/day (305 Lpcd). The lagoons have capacity for more than 20 years with a 3% annual wastewater flow growth rate.

Table 34: Landfill and Tipping Fees

Waste Management		
Name of Site	Lacombe Regional Solid Waste (Bentley Transfer Site)	Bentley Bottle Depot
Location	40123 Rge. Rd. 260, AB T4L 2N4	5006 49 Ave, Bentley, AB TOC 0J0
Operation Hours	9 am-4:45pm Monday-Friday 1pm-4:45pm Saturday	9:30am-5pm Tuesday-Saturday

Source: Town of Bentley



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#### Electricity<sup>13</sup>

In the Town of Bentley, Fortis Alberta is the provider of the electricity infrastructure (distribution / delivery), but there are numerous retailers that residents and businesses may purchase their services from. Click here for a complete list of retailers and price comparisons. <a href="https://ucahelps.alberta.ca/">https://ucahelps.alberta.ca/</a>.



Please note that customers cannot choose their distribution companies, and the distribution / delivery of electricity is not affected by your choice of retailer.

To learn more about distribution / delivery costs, or to obtain an estimate for a new electricity service, please visit <a href="https://www.fortisalberta.com/">https://www.fortisalberta.com/</a>.

#### Natural Gas<sup>14</sup>

In the Town of Bentley, ATCO Gas is the provider of the natural gas infrastructure (distribution / delivery), but there are numerous retailers that residents and businesses may purchase their services from. Click here for a complete list of retailers and price comparisons. <a href="https://ucahelps.alberta.ca/">https://ucahelps.alberta.ca/</a>.



Please note that customers cannot choose their distribution companies, and the distribution / delivery of natural gas is not affected by your choice of retailer.

To learn more about distribution / delivery costs, or to obtain an estimate for a natural gas service, please visit <a href="https://www.atco.com/en-ca/business/natural-gas.html">https://www.atco.com/en-ca/business/natural-gas.html</a>.

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<sup>&</sup>lt;sup>13</sup> Electricity and Natural Gas Information provided by 8760 Group



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### **PLANNING AND DEVELOPMENT RELATED FEES**

### Planning Related Fees/Charges

Fees for Services		
Photocopying		\$.25 per copy
Faxes		\$1.00 per page
Tax Searches (written requests	s)	\$15.00 per property
Verbal inquiries for property in than property owner (i.e., pro	· ·	\$15.00 per property
Tax Certificate		\$30.00 per property
Land Use By-law Compliance	Certificate	\$30.00 per property
Development Permit Applicat	ions	
	Permitted Uses	\$75.00 plus \$2.00/\$1,000 of development value
	Discretionary Uses	\$150.00 plus \$2.00/\$1,000 of development value
	Home Occupations	\$75
Development Appeals		
Amendment to Land Use By-Law		
Registration of Tax Notification (Pursuant to Tax Recovery Regulations)		
Cheques returned from bank due to insufficient funds, account closure or other reasons		
Town Equipment (includes Operator)*		
	Bobcat	\$100/hr or portion thereof
	John Deere Tractor	\$100/hr or portion thereof
	Any truck - 1/2 ton to 3 ton	\$75/hr or portion thereof
	Kubota Grass Mower	\$75/hr or portion thereof



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Push Grass Mower \$35/hr or portion thereof

Garbage Truck \$100/hr or portion thereof

Street Sweeper \$85/hr or portion thereof

\*Will only be used for private activities if work is directed/ordered by the Town and undertaken by Town forces

Source: Town of Bentley





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### **BUSINESS SUPPORT PROGRAMS AND SERVICES**

#### National and Provincial Support

The following organizations support businesses by facilitating commercialization, workforce development, research and development, export growth and, raising capital funding. For a complete list of funding, grants and tax credits available to businesses locating in Bentley please see the <u>Appendix</u>.

Table 35: National and Provincial Business Support Organizations

Federal Departments/National Agencies		
Name	URL	
Federation of Canadian Municipalities	https://www.fcm.ca/home.htm	
Futurpreneur Canada	http://www.futurpreneur.ca/en/	
Business Development Bank of Canada	https://www.bdc.ca/en/pages/home.aspx	
Federal Economic Development Agency for Southern Alberta (FedDev Alberta)	http://www.feddevAlberta.gc.ca/eic/site/723.nsf/eng/home	
Canada Business - Business Start-up Assistant	https://www.canada.ca/en/services/business/s tart/support-financing.html	
Business Development Bank of Canada	https://www.bdc.ca/en/pages/home.aspx	
Export Development Canada	http://www.edc.ca/en/Pages/default.aspx	
Innovation, Science and Economic Development Canada	http://www.ic.gc.ca/eic/site/icgc.nsf/eng/home	
Economic Developers Association of Canada	https://edac.ca/	
Canadian Business Network	https://www.canadabusiness.ca/eng/	
Canada Post	www.canadapost.ca	
Fundica	https://www.fundica.com/	
CoopZone	http://www.coopzone.coop/	
Tools and Financing for Aboriginal Business	https://www.ccab.com/tfab/	

Source: Bentley and McSweeney & Associates



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Provincial Departments/Agencies		
Name	URL	
Alberta Ministry of Agriculture, Forestry and Rural Economic Development	https://www.alberta.ca/agriculture-forestry-and- rural-economic-development.aspx	
Alberta Ministry of Infrastructure	https://www.alberta.ca/infrastructure.aspx	
Alberta Ministry of Labour and Immigration	https://www.alberta.ca/labour-and- immigration.aspx	
Alberta Ministry of Municipal Affairs	https://www.alberta.ca/municipal-affairs.aspx	
Alberta Ministry of Jobs, Economy & Innovation	https://www.alberta.ca/jobs-economy-and- innovation.aspx	

Source: Town of Bentley and McSweeney & Associates





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### Local/Regional Support

Below is a list of agencies at the local/regional level involved in business support and development.

Table 36: Local Business Support

Regional/Local/Other Departments/Agencies	
Name	URL
Inno-Tech Alberta	https://innotechalberta.ca/
The Business Link	businesslink.ca/
Alberta Women Entrepreneurs	https://www.awebusiness.com/
Community Futures East Parkland	https://eastparkland.albertacf.com/
Community Futures Central Alberta	https://central.albertacf.com/
Economic Development Alberta	www.edaalberta.ca/
Alberta Chambers of Commerce, AB	http://www.abchamber.ca/
Alberta Innovates	https://albertainnovates.ca/
Western Economic Diversification Canada	https://www.wd-deo.gc.ca/eng/home.asp
Alberta's agri-food industry	https://www.alberta.ca/agri-food.aspx
Central Alberta Access Prosperity	https://accessprosperity.ca/
Central Alberta Economic Partnerships	https://caepalberta.com/
Central Alberta Access Prosperity	https://accessprosperity.ca/
Central Alberta Regional Innovation Network (CARIN)	https://www.ca-rin.ca/
Alberta Small Business Resources	www.smallbusiness.alberta.ca/

Source: Town of Bentley and McSweeney & Associates



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## APPENDIX A - PROVINCIAL AND FEDERAL INCENTIVES

Capital	Web
AgriCompetitiveness Program	https://agriculture.canada.ca/en/agricultur al-programs-and- services/agricompetitiveness-program
Canada Small Business Financing Program - Industry Canada	http://www.ic.gc.ca/eic/site/csbfp- pfpec.nsf/eng/Home
Futurpreneur Canada Newcomer Program	https://www.futurpreneur.ca/en/get- started/financing-and- mentoring/newcomer/
Investments in Forest Industry Transformation	http://www.nrcan.gc.ca/forests/federal- programs/13139
Metis Voyageur Development Fund	http://www.mvdf.ca/
SD Tech Fund	https://www.sdtc.ca/en/
Strategic Innovation Fund: Stream 2	http://www.ic.gc.ca/eic/site/125.nsf/eng/home
Aboriginal Economic Partnerships Program (AEPP)	https://open.alberta.ca/publications/abori ginal-economic-partnerships-program- application-guidelines
Alberta Investor Tax Credit (AITC)	https://www.alberta.ca/alberta-investor- tax-credit.aspx
Capital Investment Tax Credit (CITC)	https://www.alberta.ca/capital-investment- tax-credit.aspx
Alberta Innovates - Clean Technology Business Innovation (CTBI) Voucher Program	https://albertainnovates.ca/app/uploads/2 019/05/Clean-Technology-Business- Innovation-PROGRAM-GUIDE-FINAL-May- 23-2019.pdf
Alberta Enterprise Corporation	http://www.alberta-enterprise.ca/
CIP Project-Based Grant	https://www.alberta.ca/cip-project-based- grant.aspx
CIP Operating Grant	https://www.alberta.ca/cip-operating- grant.aspx



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CIP Major Cultural and Sport Events	https://www.alberta.ca/cip-major-cultural-
Grant	sport-events-grant.aspx
Western Diversification Program	https://www.wd-deo.gc.ca/eng/301.asp
Economic Development Initiative	https://www.wd-deo.gc.ca/eng/11564.asp

Source: McSweeney & Associates

Community Development	Web
Tourism Growth Innovation Fund	https://open.alberta.ca/publications/touri sm-growth-innovation-fund
Government of Alberta - SPAR: Podium Alberta Grants	https://sportcalgary.ca/grants-funding- awards/government-of-alberta-spar- podium-alberta-grants
Engagement Operating Grant Program	https://open.alberta.ca/publications/enga gement-operating-grant-program- guidelines
Leadership and Certification Operating Grant Program Guidelines	https://open.alberta.ca/publications/lead ership-and-certification-operating-grant- program-guidelines
Alberta Blue Cross - Healthy Communities Grant	https://www.community.ab.bluecross.ca/ programs/built-together.php
Alberta Indigenous Solar Program	https://open.alberta.ca/publications/alberta-indigenous-solar-program-application-guidelines
Alberta Municipal Water/Wastewater Partnership (AMWWP)	http://www.transportation.alberta.ca/2719 .htm
First Nations Development Fund Grant Program	https://www.alberta.ca/first-nations- development-fund-grant-program.aspx
Alberta Community Resilience Program	https://www.alberta.ca/alberta- community-resilience-program.aspx



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Commercialization	Web
Canadian Technology Accelerators	https://www.tradecommissioner.gc.ca/cta -atc/index.aspx?lang=eng
Agrilnnovate Program	https://agriculture.canada.ca/en/agricultural-programs-and-services/agriinnovate-program
CDMN Soft Landing Program	https://canadastechnetwork.ca/program/s oft-landing
Industrial Research Assistance Program (IRAP) - National Research Council Canada	http://www.nrc- cnrc.gc.ca/eng/ibp/irap/about/index.html
Investments in Forest Industry Transformation	http://www.nrcan.gc.ca/forests/federal- programs/13139
SD Tech Fund	https://www.sdtc.ca/en/
Aboriginal Business and Entrepreneurship Development	https://www.isc- sac.gc.ca/eng/1100100032796/16105463 85227
Alberta Innovates - Cross Sectoral Investments (Alberta Innovation Voucher and Micro-Voucher Programs)	https://albertainnovates.ca/programs/vou cher/
Alberta Innovates - Cross Sectoral Investments (Product Demonstration Program)	https://albertainnovates.ca/programs/product-demonstration-program/
Alberta Innovates - Cross Sectoral Investments (Alberta-Jalisco Innovation and Commercialization Program)	https://albertainnovates.ca/focus- areas/entrepreneurial- investments/alberta-jalisco/
Strategic and International Technology Partnerships	https://www.alberta.ca/international- partnerships.aspx
Alberta-Europe Technology Collaboration Fund	https://eccir.ca/alberta-europe- technology-collaboration-fund/



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Media (Digital and Other)	Web
Canadian Media Fund	https://cmf-fmc.ca/
Film or Video Production Services Tax Credit (PSTC)	https://www.canada.ca/en/canadian- heritage/services/funding/cavco-tax- credits/film-video-production- services.html
Theatre Individual Project Funding	https://www.affta.ab.ca/funding/find- funding/theatre-individual-project- funding-0
Major Arts Presenters Operating Funding	https://www.affta.ab.ca/funding/find- funding/major-arts-presenters-operating- funding
Emerging Curator Fellowship	https://www.affta.ab.ca/funding/find- funding/emerging-curator-fellowship
Visual Arts and New Media Individual Project Funding	https://www.affta.ab.ca/funding/find- funding/visual-arts-and-new-media- individual-project-funding
Public Art Galleries Operating Funding	https://www.affta.ab.ca/funding/find- funding/public-art-galleries-operating- funding
Film and Video Arts Scholarship	https://www.affta.ab.ca/funding/find- funding/film-and-video-arts-scholarship
Indigenous Arts Individual Project Funding	https://www.affta.ab.ca/funding/find-funding
Professional Performing Arts Organizations Operating Funding	https://www.affta.ab.ca/funding/find- funding/professional-performing-arts- organizations-operating-funding
Provincial Arts Service Organizations Operating Funding	https://www.affta.ab.ca/funding/find- funding/provincial-arts-service- organizations-operating-funding
Film and Video Individual Project Funding	https://www.affta.ab.ca/funding/find- funding/film-and-video-individual-project- funding



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Arts Presenting Project Funding	https://www.affta.ab.ca/funding/find- funding/arts-presenting-project-funding
Community Support Organizations Operating Funding	https://www.affta.ab.ca/funding/find- funding/community-support- organizations-operating-funding
Music Individual Project Funding	https://www.affta.ab.ca/funding/find- funding/music-individual-project-funding
Dance Individual Project Funding	https://www.affta.ab.ca/funding/find- funding/dance-individual-project-funding
Indigenous Arts Projects for Organizations	https://www.affta.ab.ca/funding/find- funding/indigenous-arts-projects- organizations
Screen-based Production Grant	https://www.alberta.ca/screen-based-production-grant.aspx
Alberta Project Script Development Grant	https://www.alberta.ca/alberta-project- script-development-grant.aspx
Post-Production, Visual Effects and Digital Animation Grant (PPG)	https://www.alberta.ca/post-production- visual-effects-digital-animation-grant.aspx
Cultural Industry Support Organizations Operating Grant	https://www.alberta.ca/cultural-industry- support-organizations-operating- grant.aspx
Cultural Industry Organizations Project Grant	https://www.alberta.ca/cultural-industry- organizations-project-grant.aspx



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Energy	Web
Canadian Industry Program for Energy Conservation (CIPEC)	http://www.nrcan.gc.ca/energy/efficiency/industry/cipec/5153
IESO Conservation Fund	http://www.ieso.ca/get-involved/funding- programs/conservation-fund/cf-overview
ecoENERGY Efficiency for Industry Program: ISO 50001	http://www.nrcan.gc.ca/energy/efficiency/ industry/financial-assistance/5387
Save on Energy	https://www.saveonenergy.ca/Business.as px
SD Tech Fund	https://www.sdtc.ca/en/
Alberta Indigenous Community Energy Program	https://open.alberta.ca/publications/aice p-guidelines
Alberta Innovates - Clean Energy (Clean Technology)	https://albertainnovates.ca/programs/renewable-and-alternative-energy/
Alberta Innovates - Clean Energy (Advanced Hydrocarbons)	https://albertainnovates.ca/programs/cleaner-hydrocarbon-production/
Alberta Innovates - Water and Land (Tailings Management)	https://albertainnovates.ca/programs/wat er-innovation/
Petrochemicals Diversification Program	https://www.alberta.ca/alberta- petrochemicals-incentive-program.aspx
Coal Community Transition Fund	https://www.alberta.ca/coal-community- transition-fund.aspx
Alberta Indigenous Solar Program	https://open.alberta.ca/publications/alberta-indigenous-solar-program-application-guidelines



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Export	Web
Canadian Commercial Corporation (CCC)	http://www.ccc.ca/
New Exporters to Border States (NEBS)	https://altitudeaccelerator.ca/opportunity/new-exporters-to-border-states-nebs-program/
CanExport Program	https://www.tradecommissioner.gc.ca/funding-financement/canexport/index.aspx?lang=eng
Expanding Market Opportunities Program	http://www.nrcan.gc.ca/forests/federal- programs/13133
Going Global Innovation	http://tradecommissioner.gc.ca/funding- financement/ggi- vmi/index.aspx?lang=eng
SME Export Support Fund	https://www.alberta.ca/export-support- fund.aspx

Human Resources and Training	Web
Apprenticeship Job Creation Tax Credit - Canada Revenue Agency	http://www.cra- arc.gc.ca/tx/ndvdls/tpcs/ncm- tx/rtrn/cmpltng/ddctns/lns409- 485/412/jctc-eng.html
Canada Summer Jobs	https://www.canada.ca/en/employment-social-development/services/funding/canada-summer-jobs.html
Canadian Institutes of Health Research	http://www.cihr-irsc.gc.ca/e/37788.html
Concierge Service - Government of Canada	https://nrc.canada.ca/en/stories/concierg e-service-helping-make-expansion- dreams-reality-small-business
Industrial Research Assistance Program (IRAP) - National Research Council Canada	http://www.nrc- cnrc.gc.ca/eng/ibp/irap/about/index.html



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MITACS Accelerate	http://www.mitacs.ca/accelerate
NSERC CRD	http://www.nserc-crsng.gc.ca/Professors- Professeurs/RPP-PP/CRD-RDC_eng.asp
Skills Link Program	http://www.servicecanada.gc.ca/eng/epb /yi/yep/newprog/skillslink.shtml
Youth Employment Program - National Research Council Canada	http://www.nrc- cnrc.gc.ca/eng/irap/services/youth initiati ves.html
Alberta Innovates - Cross Sectoral Investments (Alberta Entrepreneurship Incubator Program)	https://albertainnovates.ca/focus- areas/entrepreneurial-investments/
Alberta Innovates - Clean Technology Development (CTD) program	https://albertainnovates.ca/app/uploads/ 2019/01/Clean-Tech-Dev-Program- Guide-Open-Call-2.pdf
Alberta Innovates - Clean Technology Networks Program	https://albertainnovates.ca/impact/newsr oom/advancing-clean-technology- solutions/
Alberta Innovates - Clean Technology Facilities Support Program	https://albertainnovates.ca/app/uploads/ 2018/07/Clean-Technology-Facilities- Support-program-guide.pdf
Tourism Entrepreneurship Startup Seminar	https://open.alberta.ca/publications/9781 460137598
Tourism Entrepreneurial Support	https://industry.travelalberta.com/
Youth Agriculture Education	https://cap.alberta.ca/CAP/program/YOU TH_EDUCATION
Canada-Alberta Job Grant	https://www.alberta.ca/canada-alberta- job-grant.aspx
Summer Temporary Employment Program (STEP)	https://open.alberta.ca/dataset/e1b352f5 -792a-4d7c-b63a- 0e5b0bdeac53/resource/75db83cf-fd9a- 496b-8fbb- f1ee7f864cfa/download/stepguidelines.p df
Training for Work programs	https://www.alberta.ca/training-work- programs.aspx



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Indigenous Tourism	https://indigenoustourismalberta.ca/
Leadership and Certification Operating Grant Program Guidelines	https://open.alberta.ca/publications/lead ership-and-certification-operating-grant- program-guidelines
Indigenous Relations' (IR) First Nations Consultation Capacity Investment Program	https://fcm.ca/en/resources/cedi/first- nation-municipal-funding-resources

Research and Development	Web
Agrilnnovation Program	https://agriculture.canada.ca/en/agricultural -programs-and-services/agriinnovate- program
AgriScience Program	https://agriculture.canada.ca/en/agricultural -programs-and-services/agriscience- program-projects
Canada Foundation for Innovation	http://www.innovation.ca/en/OurFunds
Canadian Institutes of Health Research	http://www.cihr-irsc.gc.ca/e/37788.html
Canadian International Innovation Program (CIIP)	https://www.tradecommissioner.gc.ca/funding-financement/ciip-pcii/index.aspx?lang=eng
Communications Research Centre Canada - Industry Canada	https://ised- isde.canada.ca/site/communications- research-centre-canada/en
Automotive Partnership Canada	http://www.apc-pac.ca/index_eng.asp
Canada Foundation for Innovation	https://www.innovation.ca/awards/innovation-fund
Industrial Research Assistance Program (IRAP) - National Research Council Canada	http://www.cra-arc.gc.ca/sred/
MITACS Accelerate	https://www.mitacs.ca/en/programs/accelerate



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NSERC Engage R&D	http://www.nrc- cnrc.gc.ca/eng/irap/services/youth_initiative s.html
Collaborative Technology Development and Demonstration Stream	http://www.ic.gc.ca/eic/site/125.nsf/eng/00 002.html
Aboriginal Business and Entrepreneurship Development	https://www.isc- sac.gc.ca/eng/1100100032796/161054638 5227
Alberta Innovates - Bio Sector - Guest Speaker Support Program	https://albertainnovates.ca/what-we- offer/funding-grants/
Alberta Innovates - Clean Energy (Advanced Hydrocarbons)	https://albertainnovates.ca/programs/clean er-hydrocarbon-production/
Alberta Innovates - Clean Energy (Clean Technology)	https://albertainnovates.ca/programs/rene wable-and-alternative-energy/
Alberta Innovates - Cross Sectoral Investments (Alberta Innovation Voucher and Micro-Voucher Programs)	https://albertainnovates.ca/programs/voucher/
Alberta Innovates - Cross Sectoral Investments (Alberta Small Business Research and Innovation Initiative)	https://albertainnovates.ca/programs/albert a-small-business-innovation-and-research- initiative/
Alberta Innovates - Clean Technology Development (CTD) program	https://albertainnovates.ca/app/uploads/20 19/01/Clean-Tech-Dev-Program-Guide- Open-Call-2.pdf
Alberta Innovates - Clean Technology Facilities Support Program	https://albertainnovates.ca/app/uploads/20 18/07/Clean-Technology-Facilities-Support- program-guide.pdf
Alberta Innovates - Clean Technology Large-Scale Demonstration and Innovative Deployment Program	https://albertainnovates.ca/app/uploads/20 18/04/CCITF-Programs-April-25_2018- Webinar-Slidedeck-FINAL-V2.pdf
Value-Added Products to Markets	https://cap.alberta.ca/CAP/program/MARK ETS_LARGE
Strategic Research and Development Grant Program	https://albertabusinessgrants.ca/grants/stra tegic-research-and-development-grant- program/
Tourism Growth Innovation Fund	https://open.alberta.ca/publications/touris m-growth-innovation-fund



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Innovation	Web
Alberta Innovates - Bio Sector - New Collaborations (Prion)	https://albertainnovates.ca/programs/alberta-prion-research-institute/
Going Global Innovation	http://tradecommissioner.gc.ca/funding- financement/ggi- vmi/index.aspx?lang=eng
Build in Canada Innovation Program (BCIP)	https://buyandsell.gc.ca/initiatives-and-programs/build-in-canada-innovation-program-bcip/overview-of-bcip
Canada Periodical Fund	https://www.canada.ca/en/canadian- heritage/services/funding/periodical- fund.html
Canadian International Innovation Program (CIIP)	https://www.tradecommissioner.gc.ca/funding-financement/ciip-pcii/index.aspx?lang=eng
MaRS Catalyst Fund	https://impactinvesting.marsdd.com/mars -catalyst-fund/
Connect to Innovate	https://ised-isde.canada.ca/site/connect- to-innovate/en
Matching Investment Fund - Canadian Dairy Commission (CDC)	http://www.milkingredients.ca/index- eng.php?id=127
Centre of Excellence in Next Generation Networks (CENGN)	http://www.nce- rce.gc.ca/NetworksCentres- CentresReseaux/CECR- CECR/CENGN eng.asp
Canada's New Superclusters	http://www.ic.gc.ca/eic/site/093.nsf/eng/0 0016.html
Bioenterprise Seed Funding	https://bioenterprise.ca/
Alberta Innovates - Bio Sector - IDeal Program (Prion)	https://albertainnovates.ca/programs/alberta-prion-research-institute/
Alberta Innovates - Bio Sector - Alberta Bio Future	https://albertainnovates.ca/programs/alberta-bio-future/
Alberta Innovates - Health Innovations - Training and Early Career Development	https://albertainnovates.ca/programs/hea lth-innovation-talent-development/



### 2022 Community Profile

Alberta Innovates - Clean Energy (Advanced Hydrocarbons)	https://albertainnovates.ca/programs/cleaner-hydrocarbon-production/
Alberta Innovates - Clean Energy (Clean Technology)	https://albertainnovates.ca/programs/renewable-and-alternative-energy/
Alberta Innovates - Cross Sectoral Investments (Product Demonstration Program)	https://albertainnovates.ca/programs/product-demonstration-program/
Alberta Innovates - Cross Sectoral Investments (Alberta-China International Technology Partnership Program)	https://albertainnovates.ca/programs/alberta-china-international-technology-partnership/
Alberta Innovates - Cross Sectoral Investments (Alberta-China International Technology Partnership Program)	https://albertainnovates.ca/programs/alberta-china-international-technology-partnership/
Strategic and international technology partnerships	https://albertainnovates.ca/programs/glo bal-partnerships/
Alberta Innovates - Clean Technology Development (CTD) program	https://albertainnovates.ca/app/uploads/ 2019/01/Clean-Tech-Dev-Program- Guide-Open-Call-2.pdf
Alberta-Europe Technology Collaboration Fund	https://eccir.ca/alberta-europe- technology-collaboration-fund/
Economic Development Initiative	https://www.wd- deo.gc.ca/eng/11564.asp



### 2022 Community Profile

Environment	Web
Alberta Community Resilience Program	https://www.alberta.ca/alberta- community-resilience-program.aspx
SD Tech Fund	https://www.sdtc.ca/en/
Alberta Innovates - Clean Energy (Advanced Hydrocarbons)	https://albertainnovates.ca/programs/clea ner-hydrocarbon-production/
Alberta Innovates - Cross Sectoral Investments (Alberta Innovation Voucher and Micro-Voucher Programs)	https://albertainnovates.ca/programs/vou cher/
Alberta Innovates - Clean Technology Development (CTD) program	https://albertainnovates.ca/app/uploads/ 2019/01/Clean-Tech-Dev-Program-Guide- Open-Call-2.pdf
Alberta Innovates - Clean Technology Business Innovation (CTBI) Voucher Program	https://albertainnovates.ca/app/uploads/ 2019/05/Clean-Technology-Business- Innovation-PROGRAM-GUIDE-FINAL-May- 23-2019.pdf
Alberta Innovates - Clean Technology Facilities Support Program	https://albertainnovates.ca/funding-clean- technology/climate-change-innovation- and-technology-framework-ccitf/#CTD
Alberta Innovates - Clean Technology Large-Scale Demonstration and Innovative Deployment Program	https://albertainnovates.ca/app/uploads/ 2018/04/CCITF-Programs-April-25 2018- Webinar-Slidedeck-FINAL-V2.pdf
Alberta Innovates - Water and Land (Tailings Management)	https://albertainnovates.ca/programs/water-innovation/
GreenSTEM	https://www.alberta.ca/greenstem.aspx
Alberta Municipal Water/Wastewater Partnership (AMWWP)	http://www.transportation.alberta.ca/2719 .htm
EcoAction Community Funding Program	http://www1.agric.gov.ab.ca/general/progserv.nsf/all/pgmsrv221
Bayer Crop Science Canada - Investing in Canadian communities	https://www.cropscience.bayer.ca/Our- Company/Community-Investment.aspx



#### HIGHLIGHTS OF THE REGULAR COUNCIL MEETING December 8, 2022

#### **ROAD PROJECT C0322 - PETITION**

The 2022-2026 Road Construction Schedule included the 0.8 km section of Rge. Rd. 3-2 from Twp. Rd. 39-2 (Project C0322). On August 1, 2022, Lacombe County received a petition with 22 signatures of local landowners requesting Council consider the removal of project C0322 from the Road Construction Schedule. By resolution of Council the 2022-2026 Road Construction Schedule was amended by removing project C0322.

#### MEDICINE LODGE SKI HILL MASTER PLAN

Central Alberta Economic Partnership (CAEP), in collaboration with the Medicine Lodge Ski Club, the Town of Bentley and Lacombe Regional Tourism wishes to submit a grant application to the Federal Tourism Relief Fund (TRF) to seek funding to support the development of an asset utilization plan (master plan) for the Medicine Lodge Ski Hill.

As per a request from the Town of Bentley, subject to the Medicine Lodge Ski Hill master plan proceeding, Lacombe County will contribute 25% of the cost of completing this plan, to a maximum of \$25,000.

#### **MOTZ - TAX CANCELLATION REQUEST**

A motion that Lacombe County cancel the \$ 349.21 late payment penalty levied on tax account #4026273003 did not receive Council approval.

#### **KEATS - TAX CANCELLATION REQUEST**

A motion that Lacombe County cancel the \$80.19 late payment penalty levied on tax account #4101015047 received Council approval.

#### POLICY RC(9) COUNTY SUPPORT OF COMMUNITY PROGRAMS, EVENTS & ACTIVITIES

As per Policy RC(9) County Support of Community Programs, Events and Activities funding in the amount of \$ 850 was approved for the Wilson's Beach Estates Christmas Parade.

#### **TAXATION EXTENTION/ANNEXATION REQUEST**

A request from a landowner that Lacombe County support his request to the Town of Blackfalds that the 15-year Lacombe County taxation rate applied to his property legally described as Pt. NE 36-39-27 W4M authorized under annexation Board Order No. MGB 01609 be extended to 99 years, or until development should occur; and furthermore, if the taxation rate is not extended that Lacombe County annex the subject property into the County, was not supported by Council.

#### **COMMITTEE OF THE WHOLE**

The following recommendations from the Committee of the Whole meeting held on November 29, 2022 received the approval of Council:

- That the County Manager was directed to amend Policy OP(2) Road Construction Programs to identify the criteria for removing projects from the Road Construction Program.
- The County Manager was directed to prepare a report to investigate options for providing Lacombe County ratepayers full or partial exemption from parking fees at Sandy Point Resort and Sunbreaker Cove; and further, that this report be presented at a future Council meeting.



WHERE PEOPLE ARE THE KEY

- The report on the requests from the Board of Directors, Southview Resort@Sandy Point Condominium Corp. 1422129 and Lance Dzaman with regard to the construction of a golf cart trail to be built on County owned municipal reserve and private land between the marina and beach area at Sandy Point Resort was received for information.
- The report on Caring For my Land Funding was received for information.
- The report on Policy RC(8) Use and Management of County Reserve Lands was received for information.
- The report on bees, chickens & other animals in residential areas was received for information; and further, that a review of the Residential District regulations regarding the concept of raising bees, chickens and other animals in Lacombe County residential districts be included as part of the review of the Long-Range Planning Program.

#### **UTILITY RATE BYLAWS**

Council moved first, second and third readings of the following bylaws:

- 1. Bylaw No. 1379/22, a bylaw to establish 2023 water and wastewater rates for the Aspelund Industrial Parks
- 2. Bylaw No. 1380/22, a bylaw to establish 2023 wastewater rates for the Sylvan Lake Subdivisions that are part of the Sylvan Lake Communal Sewer System
- 3. Bylaw No. 1381/22, a bylaw to establish 2023 water rates for Lakeview Estates
- 4. Bylaw No. 1382/22, a bylaw to establish 2023 water, wastewater and solid waste rates for the Hamlet of Mirror
- 5. Bylaw No. 1383/22, a bylaw to establish 2023 water and wastewater rates for QE11 West Lacombe Business Park

These rates are effective January 1, 2023 and will be posted on the Lacombe County website.

#### CENTRAL ALBERTA ECONOMIC PARTNERSHIP PRESENTATION

Kimberley Worthington, Executive Director of the Central Alberta Economic Partnership (CAEP) provided a presentation on the programs, activities and initiatives of CAEP across central Alberta and within Lacombe County.

Next Regular Council Meeting is Thursday, January 12, 2023 - 9:00 a.m.

Next Committee of the Whole Meeting is February 7, 2023 – 9:00 a.m.

**Lacombe County Administration Building** 

\*\*For more details from Lacombe County Council meetings, please refer to the meeting minutes. All meeting minutes are posted on the website (www.lacombecounty.com) after approval.





# TOWN OF BENTLEY/CENTRAL ALBERTA ECONOMIC PARTNERSHIP (CAEP)

### **REQUEST FOR PROPOSALS ("RFP")**

#### **FOR**

Medicine Lodge Ski Hill Masterplan / Asset Utilization Study

RFP Number QU 20231

(This is not a Tender)

**CLOSING DATE:** 

Tuesday January 17, 2023 3:00 PM Mountain Time

**Funding Partner** 



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- B. Rated Evaluation Criteria
- C. Submission Requirements

#### APPENDIX F – Supporting Documents (on Alberta Purchasing Connection)

- A. 2019 Bentley Strategic Plan
- B. 2022 Robust Community Profile
- C. Medicine Lodge Ski Hill Brochure
- D. Tourism Relief Fund <a href="https://www.canada.ca/en/atlantic-canada-opportunities/campaigns/covid19/tourism-relief-fund.html">https://www.canada.ca/en/atlantic-canada-opportunities/campaigns/covid19/tourism-relief-fund.html</a>
- E. CAEP https://caepalberta.com/about-caep/

### PART 1 – Introduction

#### 1.1 Invitation to Proponents

This Request for Proposals ("RFP") is an invitation by the Town of Bentley & Central Alberta Economic Partnership (the "Municipality") to prospective proponents to submit proposals for the provision of consulting services to prepare a masterplan and asset utilization study. Proposals will be accepted from qualifying parties from the date of issue until the stated closing date.

We are seeking the services of a qualified firm with proven experience working with local governments in the provision of master planning services for long term diversification of recreational opportunities to create a sustainable tourism destination in Central Alberta.

- The project is further described in PART 2 – The Deliverables (the "Deliverables").

For the purposes of this procurement process, the "Municipality Contact" shall be:

Municipality Contact Marc Fortais, CAO

**Town of Bentley** 

Email: mfortais@townofbentley.ca

Address: 4918 50<sup>th</sup> Ave

Box 179, Bentley AB T0C 0J0

Phone: 403-748-4044

#### 1.2 Type of Contract for Deliverables

The selected proponents will be requested to enter into negotiations for an agreement with the Municipality for the provision of the Deliverables in the form attached as Appendix A to this RFP. It is the Municipality's intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for approximately 2-4 months. It is anticipated that the agreement will be executed by no later than January 27, 2023.

The Town of Bentley may conduct a vendor performance evaluation on any contract. A contractor receiving an unacceptable score will be requested to attend a meeting (in person or by phone) with a Town of Bentley representative to develop corrective actions or plans agreeable to both sides. Any unresolved performance issues may result in contract termination

#### 1.3 No Guarantee of Volume of Work or Exclusivity of Contract

The Municipality makes no guarantee as to the value or volume of the Deliverables. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Municipality may contract with others for deliverables of the same as or similar to the Deliverables or may obtain the same as or similar to the Deliverables internally.

#### 1.4 Trade Agreements

Proponents should note that procurements that fall within the scope of and are subject to all applicable Trade Agreements, including but not limited to Chapter 5 of the Canadian Free Trade Agreement, the New West Partnership Agreement must abide by those agreements, however the rights and obligations of the parties will be governed by the specific terms of this RFP.

(End of Part 1)

## PART 2 – THE DELIVERABLES

#### 2.1 Description of Deliverables

This RFP is an invitation by the Town of Bentley and Central Alberta Economic Partnership (the "Municipality") to prospective proponents to submit proposals for the provision of Master Planning services, as further described in Appendix E – RFP Particulars – Section A (The Deliverables).

#### 2.2 Material Disclosures

Proponents should refer to Appendix E – RFP Particulars – Section B (Material Disclosures)

(End of Part 2)

### PART 3 – EVALUATION OF PROPOSALS

#### 3.1 Timetable and Submission Instructions

Proponents should submit their proposals according to the following timetable and instructions.

#### 3.1.1 Timetable

Issue Date of RFP	December 20, 2022
Deadline for Questions	January 6, 2023 @ 14:00:59 Alberta Time
Deadline for Issuing Addenda	January 11, 2022
Submission Deadline	January 17, 2022 @ 14:00:59 Alberta Time
Rectification Period	Five Business Days

The RFP Timetable is tentative only and may be changed by the Municipality at any time.

#### 3.1.2 Proposals Should Be Submitted in the Prescribed Manner

If proposals are delivered in person or couriered, they should be sealed and be couriered or delivered to:

Attn: CAO Marc Fortais QU20231 4918 50<sup>th</sup> Ave Bentley, AB TOC 0J0

Proponent must choose **one** of the two following options:

- 1. Proponent must submit two (2) hard copies of its Proposal clearly marked "Original" and one (1) electronic copy. This electronic version will be considered the "copy". The electronic Proposal must be in PDF format in a single file via USB drive.
- 2. Proponent must submit one (1) "Original" submission in a single file in PDF format only via email, zip files are rejected by firewall. QU20231 must be included in the subject line of email. If this option is selected, the time stamp will be the date and time on which it is received in the <a href="mailto:mfortais@townofbentley.ca">mfortais@townofbentley.ca</a> inbox. Please note that email submissions are limited to a single file, no larger than 23MB in size. The Municipality is not responsible for any technical system delays in the electronic delivery of the email submission. No hard copies are required to be submitted with this option. However, it is your responsibility to confirm that it has been received by the Town of Bentley prior to the deadline.

Proposals are to prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Deadline.

The proponent agrees that the Bid will remain open and valid for acceptance period of 30 days after the Closing, or the next regular Business Day of the Municipality if the end of the 30-day period falls on a weekend or holiday, unless extended by written agreement.

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#### 3.1.3 Proposals Should Be Submitted on Time at Prescribed Location

Proposals should be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

A proponent may, at its option, email the Municipality Contact, <u>at least 3 hours prior</u> to the Submission Deadline with documented delivery details (i.e., Waybill/ Bill of lading / tracking number etc.), including the anticipated arrival time of its proposal. In the event a proposal does not arrive on or before the Submission Deadline, the Municipality may provide those proponents who have given such prior notice one additional Business Day to affect the delivery of their proposals. The Submission Deadline shall be deemed to be adjusted accordingly for the purpose of accepting those proposals. For the purposes of this Section. "Business Day" means any working day between 8:30am and 4:30pm., Monday to Friday inclusive, but excluding statutory and other holidays which the Municipality has elected to be closed for business.

THE TOWN OF BENTLEY AND CENTRAL ALBERTA ECONOMIC PARTNERSHIP ASSUMES NO RESPONSIBILITY FOR SUCCESSFUL DELIVERY OF PROPOSALS AND EVERY PROPONENT IS ENTIRELY RESPONSIBLE FOR ENSURING SUCCESSFUL DELIVERY OF ITS PROPOSAL.

#### 3.1.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above in 3.1.2. Any amendment should clearly indicate, which part of the proposal the amendment is intended to affect.

#### 3.1.5 Withdrawal of Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect withdrawal, a notice of withdrawal must be sent to the Municipality Contact and must be signed by an authorized representative. The Municipality is under no obligation to return withdrawn proposals.

#### 3.2 Stage of Proposal Evaluation

The Municipality will conduct the evaluation of proposals in the following (3) stages:

#### 3.2.1 Stage 1

Stage 1 will consist of a review to determine which proposals comply with all the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals failing to satisfy the mandatory requirements within the Rectification Period, will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the Municipality issues its rectification notice to the proponent.

#### 3.2.2 Stage 2

Stage 2 will consist of a scoring by the Municipality of each qualified proposal based on the rated criteria.

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#### 3.2.3 Stage 3

Stage 3 will consist of a scoring of the pricing submitted. The evaluation of price will be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed.

## 3.3 Stage 1 – Mandatory Requirements, Submission and Rectification 3.3.1 Submission and Rectification Period

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements may be provided the opportunity within the Rectification Period to rectify any deficiencies.

#### 3.3.2 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

#### 3.3.3 Pricing Form (Appendix C)

Each proponent must include a Pricing Form (Appendix C) completed according to the instructions contained in the form as well as the following instructions:

- (a) Rates must be provided in Canadian Funds, inclusive of all applicable duties and taxes except for GST, which should be itemized separately; and
- (b) Rates quoted by the proponent must be all inclusive and must include all labour and material costs, all freight and carriage costs, all insurance costs, all costs of delivery to the Municipality, all costs of installation and setup, including any pre-delivery inspections charges, and all other overhead, including any fees or other charges required by law.

#### 3.3.4 Reference Form (Appendix D)

Each proponent must complete the Reference form (Appendix D) and include it with its proposal.

#### 3.3.5 Other Mandatory Requirements

- Proof of General Liability Insurance
- Proof of Standard Automobile Insurance
- Proof of Errors and Omissions Insurance
- WCB Clearance Letter

#### 3.3.6 Rectification Period

Proposals satisfying the mandatory requirements during the Rectification Period will proceed to Stage 2. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

#### 3.4 Stage 2 Evaluation of Rated Criteria

Proponents should refer to Appendix E – RFP Particulars – Section C (Rated Criteria) for a breakdown of the Rated Criteria.

#### 3.5 Stage 3 Evaluation of Pricing

Proponents should refer to the Pricing form at Appendix C and Appendix E – RFP Particulars – Section D (Evaluation of Pricing).

#### 3.6 Cumulative Score and Selection of the Highest Scoring Proponent

At the conclusion of Stage 3, all scores from Stage 2 and Stage 3 will be added together and the highest ranked proponent will be selected for negotiations in accordance with Part 4 – Terms and Conditions of the RFP process.

#### 3.7 Tie Score

In the event of a tie score, the selected respondent will be determined at the Municipality's discretion.

(End of Part 3)

# PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

#### 4.1 General Information and Instructions

#### **4.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements to the terms as set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, may be disqualified. If a proposal is not disqualified despite such changes or qualifications, the provisions of this RFP, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

#### 4.1.2 Proposals in English

All proposals are to be in English only.

#### 4.1.3 Information in RFP Only an Estimate

The Municipality and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### 4.1.4 Proponents Shall Bear Their Own Costs

The proponent must bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

#### 4.2 Communication after Issuance of RFP

#### 4.2.1 Proponents to Review RFP

Proponents must promptly examine all the documents comprising this RFP, and

- (a) must report any errors, omissions, or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the Municipality Contact on or before the deadline for questions. All questions submitted by proponents by email to the Municipality Contact shall be deemed to be received once the email has entered into the Municipality Contact's email inbox. No such communications are to be directed to anyone other than the Municipality Contact.

It is the responsibility or the proponent to seek clarification from the Municipality Contact on any matter it considers to be unclear. The Municipality shall not be responsible for any misunderstanding on the part of a proponent concerning this RFP or its process.

#### 4.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by an addendum in accordance with this section. If the Municipality, for any reason, determines it necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP. Should the Municipality issue any addenda to the RFP, the changes will be emailed directly to those that have been invited to respond to the RFP. No other notice will be issued. Respondents are responsible for ensuring that they have received all addenda issued by the Municipality (if unsure please check with the municipality contact as described in 1.1).

Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Municipality. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided (if any).

#### 4.2.3 Post Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for issuing addenda, the Municipality may at its discretion extend the Submission Deadline for a reasonable period of time.

#### 4.2.4 Verify, Clarify and Supplement

When evaluating responses, the Municipality may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The Municipality may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

#### 4.2.5 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

#### 4.2.6 Proposal to Be Retained by the Municipality

The Municipality will not return the proposal, or any accompanying documentation submitted by a proponent.

#### 4.3 Negotiations, Notification and Debriefing

#### 4.3.1 Selection of Top Ranked Proponent

The top ranked proponent, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter direct contract negotiations with the Municipality.

#### 4.3.2 Timeframe for Negotiations

The Municipality intends to conclude negotiations with the top ranked proponent within (10) days commencing from the date the Municipality invites the top ranked proponent to enter negotiations. A proponent invited to enter direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

#### 4.3.3 Process Rules for Negotiations

Any negotiations will be subject to process rules contained in this Part 4 – Terms and Conditions of the RFP process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of the Municipality or proponent. Negotiations may include requests by the Municipality for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Municipality for improved pricing from the proponent.

#### 4.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between the Municipality and the selected proponent.

#### 4.3.5 Failure to Enter into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted thirty (10) days, the Municipality, may invite the next best ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of the RFP process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above noted timeframe, the Municipality may elect to initiate concurrent negotiations with the next best ranked proponent. Once the above noted timeframe lapses, the Municipality may discontinue further negotiations with the top ranked proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until the Municipality elects to cancel the RFP process.

#### 4.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiations process. Once an agreement is executed by the Municipality and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

#### 4.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification.

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#### **4.3.8 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

#### 4.4 Conflict of Interest and Prohibited Conduct

#### 4.4.1 Conflict of Interest

The Municipality may disqualify a proponent for any conduct, situation, or circumstances, determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form (Appendix B).

#### 4.4.2 Prohibited Proponents Communications

A proponents must not engage in any Conflict-of-Interest communications and should take not of Conflict-of-Interest declaration set out in Submission Form (Appendix B)

#### 4.4.3 Proponents Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining written permission of the Municipality Contact.

#### 4.4.4 No Lobbying

A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

#### 4.4.5 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid rigging, price fixing, bribery, fraud, or collusion. Proponents must not engage in any unethical conduct including lobbying or other inappropriate communications, offering gifts to members of Council, employees, officers or other representatives of the Municipality, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

#### **4.4.6 Parties Adverse Interest**

The Municipality may not consider Proposals received from individuals or legal entities engaged in litigation with the Municipality as a party adverse in interest at the time of this RFP. Proposals received from such individuals or legal entities may be rejected.

#### 4.4.7 Past Performance or Inappropriate Conduct

The Municipality may prohibit a supplier from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such QU20231 – Medicine Lodge Ski Hill Masterplan / Asset Utilization Study

inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described in section 4.4.5; (b) the refusal of the supplier to honor its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance determined by the Municipality, in its sole and absolute discretion, to constitute a Conflict of Interest.

#### 4.5 Confidential Information

#### 4.5.1 Confidential Information of Municipality

All information provided by or obtained from the Municipality in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Municipality and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from the Municipality; and
- (d) must be returned by the proponents to the Municipality immediately upon the request of the Municipality.

#### 4.5.2 Confidential Information of the Proponent

A proponents should identify any information in its proposal or any accompanying documentation supplies in confidence for which confidentiality is to be maintained by the Municipality. The confidentiality of such information will be maintained by the Municipality, except as otherwise required by law or by order of a court tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the Municipality's advisors retained for the purpose of evaluating or participating in the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the Municipality Contact.

#### 4.6 Procurement Process Non-binding

#### 4.6.1 Not Contract A and No Claims

The procurement process is not intended to create and shall not create a formally legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty without limitation: (a) this RFP shall not give rise to any Contract A – based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor the Municipality shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to award of a contract, failure to award a contract or failure to honor a response to this RFP.

#### 4.6.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the Municipality by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **4.6.3 Non-binding Price Estimates**

While pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluations, ranking and contract award.

#### 4.6.4 Disqualification for Misrepresentation

The Municipality may disqualify the proponents or rescind a contract subsequently entered into, if the proponent's response contains misrepresentations or any other inaccurate, misleading, or incomplete information.

The municipality reserves the right to conduct a financial check on a proponent and disqualify any proponent whose financial capacity is not acceptable to the Municipality.

#### 4.6.5 References and Past Performance

The Municipality's evaluation may include information provided by the proponent's references and may also consider the proponents past performance on previous contracts with the Municipality or other institutions.

#### 4.6.6 Cancellation

The Municipality may cancel or amend the RFP process without liability at any time.

#### 4.7 Governing Law and Interpretation

## 4.7.1 Governing Law

The terms and conditions in this Part 4 – Terms and Conditions of the RFP process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with common law governing direct commercial negotiations); and (c) are to be governed and construed in accordance with the laws of the province of Alberta and federal laws of Canada applicable therein.

The This RFP is an invitation to submit offers for the provision of consulting services to conduct and complete a traffic impact study in relation to the proposed Bentley Southeast Area Structure Plan and as outlined in Appendix E - RFP Particulars - Section A (The Deliverables).

(End of Part 4)

# APPENDIX A – FORM OF AGREEMENT

<u>Proponents must clearly indicate, in their Proposals or questions prior to close, any conditions in the Form of Agreement that are not acceptable and provide alternate wording as a basis of negotiation.</u>

Consultant Agreement Sample as shown on the next pages			
THIS	AGREEMENT made this	_ day of	, 2022
		BETWE	EN:
ТН	E TOWN OF BENTLEY	/ CENTRAL AI (the "Munici	LBERTA ECONOMIC PARTNERSHIP pality")
		and	
		(the "Consu	ltant'')
INTR	ODUCTION:		
WHER	REAS THE Consultant is in	the business of P	rofessional Services;
require			the <i>Consultant</i> , to provide the <i>Services</i> ecified in Appendix "A" hereto in connection
NOW follow		ality and the Con	sultant mutually covenant and agree as
GC 1	DEFINITIONS AND INT	ERPRETATION	N
1.1	<b>Definitions</b> In this <i>Agreement</i> , the following meanings:	owing words, and	phrases, when italicized, shall have the
	Agreement means recitals,	GC 1 through G	C 17 inclusive, and the <i>Appendices</i> .
	Appendices means Appendix "C" Attachment		ces, Appendix "B" Terms of Payment and

Business Day means a day other than a Saturday, Sunday, or statutory holiday in the

*Claim or Claims* means, as the case may be, any one or more of the following: *Claims*, demands, losses, costs, liabilities, damages, liens, encumbrances, actions, suits, or

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Province of Alberta.

proceedings, whether first *Party* or third *Party*, together with legal costs on a solicitor and own client basis.

**Completion** means Completion of the Services and the date on which Completion occurs will be determined by the Municipality and shall be set out in a Notice to the Consultant from the Municipality.

Confidential Information means all information (including information in writing and transmitted orally, visually or by other means) which one Party directly or indirectly, acquires from the other Party or through performance of the Services (including information regarding the Services) or any other information concerning or relating to the Parties, including without limitation its business, affairs, financial position, assets, operations, activities, prospects, trade secrets, technology or technical information, and all Personal information as defined in the Freedom of Information and Protection of Privacy Act (Alberta), together with all compilations, notes or other documents prepared by the Parties containing or based upon such information, but shall not include; (a) information which becomes available to the public, other than as a result of disclosure by the other Party or its representatives; or (b) information which the Party can prove was, at the time of disclosure, already in the possession on a non-confidential and Lawful basis.

**Consultant** means the *Person* who has been retained by the *Municipality* to perform the *Services* and is entity identified as the *Consultant* on the first page of this *Agreement*.

**Consultant Fees** means the hourly rates charged by the *Consultant* for the performance of the *Services* as set out in Appendix "B."

Contract Price means the total amount payable by the Municipality to the Consultant for the timely and proper performance of the Services as set out in GC 5 CONTRACT PRICE AND PAYMENT and Appendix "B", as may be adjusted by a Notice issued by the Municipality in accordance with GC 7 CHANGES TO BASIC SERVICES AND ADDITIONAL SERVICES.

**Contract Time** means the time stipulated in the *Scope of Services Documents* as the period between commencement of the *Services* and *Completion* and applicable deadlines for specific deliverables listed in Appendix "A," as may be adjusted by a *Notice* issued by the *Municipality* in accordance with GC 7 CHANGES TO *SERVICES*.

Governmental Authority means any federal, provincial, or municipal government, including the Municipality, or other administrative, regulatory, or legislative authority, commission, tribunal, or court or any of the respective agencies or departments thereof having jurisdiction over any aspect of Services, this Agreement or any matters related to them.

**GST** means the applicable goods and *Services* tax.

*Intellectual Property* means all discoveries, inventions, know how, improvements, developments, processes, technology, compositions, designs, techniques, methods, industrial designs, prototypes, models, literary work, research, drawings, software, and

trade secrets whether or not capable of patent, industrial design, copyright or trademark protection, or any other type of protection.

*Intellectual Property Rights* means all rights available at common *Law*, equity, and stature, relating to *Intellectual Property*.

Law means the common Law and all applicable decrees, statutes, Laws, bylaws, rules, orders, codes, directives, and regulations in effect from time to time and made or issued by any Governmental Authority having jurisdiction over any aspect of the Services, this Agreement, the Municipality, the Consultant, and the Sub Consultants, and includes any applicable replacement, amendment or supplementary legislation and any applicable regulations.

Municipality means the Town of Bentley and Central Alberta Economic Partnership

*Notice* means a *Notice* made in writing and delivered to one of the *Parties* at the address stipulated for, and in the method required for delivery.

**Party** means one of the parties to this *Agreement* and *Parties* means the *Municipality* and the *Consultant*, collectively, as the case may be.

**Person** means any one of an individual, partnership, limited liability partnership, limited liability company, corporation, sole proprietorship, trust, unincorporated organization, association, society, or *Governmental Authority*.

**Records** means the records of the *Consultant* and its *Sub Consultants* relating to this *Agreement* and or the performance of *Services*, and which include, paper and electronic copies, as the case may be, of:

- (i) Original invoices and accounts showing all of the *Consultant Fees* and *Reimbursable Expenses* submitted by the *Consultant*;
- (ii) Supporting documentation for all *Consultant Fees* for hourly projects itemizing the names and positions of all *Person*nel, the hours worked by each, the type of *Services* performed, and the hourly rate charged and for all *Reimbursable Expenses* with copies of all relevant documentation, *Agreements*, and receipts to substantiate same; and
- (iii) Correspondence, minutes of meetings, notes, reports, and all other documentation created or produced in connection with this *Agreement* including information relating to the *Consultant's* compliance with this *Agreement* and use of *Confidential Information*.

**Reimbursable Expenses** are limited to the expenses shown in Appendix "B" incurred and paid by the *Consultant* and its *Subconsultants* to third parties in the performance of the *Services*, there will be no percentage mark-up of such actual expenditures.

**Scope of Services Documents** means all of the documents describing the scope of the Services to be performed by the Consultant, inducing but not limited to the Appendices.

**Services** means the *Services* and deliverables that the *Municipality* has requested that the *Consultant* perform, as set out in Appendix "A" and in accordance with Appendix "B" and Appendix "C" hereof and includes *Work Product*.

**Subconsultant** means a *Person* engaged by the *Consultant* in connection with the performance of the *Services* in accordance with this *Agreement*.

*Work Product* means all documents, data, drawings, sketches, calculations, specifications, models, renderings, drafts, and reports in any medium or electronically prepared by or on behalf of the *Consultant* in the performance of the *Services* and includes all related *Intellectual Property* and *Intellectual Property Rights*.

#### 1.2 Interpretation

- 1.2.1 Whenever this *Agreement* requires an action to be performed or an obligation to be undertaken, unless otherwise specified, such action or obligation shall be performed in a prompt and commercially reasonable manner by the *Party* taking the action or fulfilling its obligation.
- 1.2.2 Documents comprising and incorporated into this *Agreement* are complementary, and what is required by anyone shall be binding as if required by all.

#### 1.3 Precedence of Documents for Interpretation

- 1.3.1 If there is a conflict within the documents that are incorporated herein, the order of priority, from highest to lowest, shall be:
  - (a) this Agreement
  - (b)applicable policies of the *Municipality*
  - (c) any other Scope of Services Documents not referred to above.

#### **GC 2 GENERAL PROVISIONS**

#### 2.1 Performance of the Services

2.1.1 The Consultant shall pe	erform the Services:	
(a) commencing on	day of	2022 and continuously
thereafter, or as provi	ded in the Scope of Services	s Documents, until estimated
Completion (Date) or	earlier termination.	

- (b) in a professional, highly competent, and safe manner with the degree of care, skill, and diligence which performance meets or exceeds the standards for *Services* and projects of a similar nature in the Province of Alberta;
- (c) in accordance with the requirements of the *Scope of Services Documents* and in a manner consistent with an in all respects within the approved scope, cost, time, and quality parameters stipulated and/or reasonably inferable by the *Scope of Services Documents*;
- (d) for the Contract Price and within the Contract Time; and
- (e) diligently and in accordance with the terms and conditions of this Agreement.
- 2.1.2 The *Consultant* shall ensure that its performance of the *Services* and the *Work Product* complies with the *Law*.
- 2.1.3 The *Consultant* shall manage, and be liable for, all *Subconsultants* and the *Services* performed by them.

- 2.1.4 The *Consultant* does not have any exclusive right to perform any *Services* for the *Municipality*.
- 2.1.5 The *Consultant* represents that it is knowledgeable and experienced in the type of work being performed by the *Consultant*. The *Consultant* is being retained by the *Municipality* specifically because of its knowledge and experience.
- 2.1.6 The *Consultant* represents and warrants that it is in compliance with the *Law* relating to the conduct of its business and has obtained and maintained all required approvals, permits business licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations under this *Agreement* and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, business licenses, certificates or authorizations.
- 2.1.7 The *Consultant* shall submit to the *Municipality* regular progress reports, with respect to the *Services* provided by the *Consultant* under this *Agreement*. If the *Municipality*, *acting* reasonably, deems additional progress reports necessary, the *Municipality* give *Notice* for additional progress reports and the *Consultant* shall supply all additional progress reports requested within five (5) *Business Days* of the *Notice*.
- 2.1.8 The *Municipality* shall make reasonable efforts to furnish the *Consultant* with the necessary information to perform the *Services* which the *Municipality* has available. It shall be the *Consultant's* responsibility to:
  - (a) advise the *Municipality* if any further or additional information is required; and (b) obtain and assemble adequate information to permit the *Services and Work Product* to be completed in a proper and expeditious manner as required by and in accordance with *the Scope of Services Documents*.
- 2.1.9 The *Consultant* shall be In and remain in good standing with its constating legislation and licensing authorities, as applicable, while performing the *Services*.

## GC 3 REPRESENTATIONS OF THE CONSULTANT

#### 3.1 Representations

- 3.1.1 The *Consultant* represents to the *Municipality* that all reports and invoices rendered to the *Municipality* under this *Agreement* shall accurately reflect all activities and may be relied upon by the *Municipality* as being complete and accurate.
- 3.1.2 The *Consultant* shall conduct its business in accordance with all applicable *Law* to reflect a high standard of ethics in all business transactions.
- 3.1.3 The *Consultant* shall cooperate with the *Municipality* and use the *Consultant's* professional knowledge, efforts, and judgement in furthering the interests of the *Municipality* which includes possessing the necessary skills, competence, resources, including *Person*nel, finances, expertise, and time to completely perform the *Services*.

#### GC 4 PERFORMANCE OF THE SERVICES

#### 4.1 Subconsultants

- 4.1.1 *Subconsultants* shall not be used for the performance of the *Services* without the prior written consent of the *Municipality*.
- 4.1.2 The *Municipality* may with reasonable cause, at any time during the performance of the *Services*, require by *Notice* to the *Consultant* the replacement of any of the *Subconsultants*, or other *Person*nel assigned to the *Services*. Upon receipt of the

- *Notice*, the *Consultant* will make arrangements to appoint a replacement acceptable to the *Municipality*.
- 4.1.3 The *Consultant* shall be responsible for all *Services* under this *Agreement* even if the *Subconsultants* are approved by the *Municipality*.
- 4.1.4 The *Consultant* shall enter into a written *Agreement*, the terms of which shall be in accordance with this *Agreement*, with each *Subconsultant* approved by the *Municipality* before such *Subconsultant* is eligible to begin performing the *Services*.

#### GC 5 CONTACT PRICE AND PAYMENT

- 5.1 Subject to only adjustments by a *Notice* issued by the *Municipality*, the parties agree that the *Consultant Fees* payable by the *Municipality* to the *Consultant* for the timely and proper performance of the *Services*, shall not exceed the amounts detailed in Appendix "B".
- 5.2 Subject to the *Consultant* complying with this *Agreement*, payments shall be made on account of the *Contract Price* upon the prompt and faithful performance of the *Services* to the satisfaction of the *Municipality* in its sole discretion.
- 5.3 Payments for *Reimbursable Expenses* and *Consultant Fees* shall be made monthly upon submittal of the *Consultant's* invoice together with all related Records, to the *Municipality's* satisfaction.
- 5.4 An invoice submitted by the *Consultant* under this *Agreement* shall be paid by the *Municipality* within 30 days after approval of the invoice by the *Municipality*, unless the *Consultant* is in default of this *Agreement* or an adjustment or a set-off is made by the *Municipality*.
- 5.5 No payment by the *Municipality* under this *Agreement* shall constitute an acceptance of any portion of the *Services* which is not in accordance with the requirements of this *Agreement*. Nor shall the *Municipality* be required to make payment for *Services* or *Reimbursable Expenses* under this *Agreement* to remedy errors or omissions, including but not limited to, costs associated with redesign or additional time required to complete the *Services* for which, in the opinion of the *Municipality* at its sole discretion, the *Consultant* is responsible.

#### 5.6 Reimbursable Disbursements

- Each *Reimbursable Expense* having a value of \$200.00 or more must be preauthorized in writing by the *Municipality*, and the *Municipality* may refuse payment for any *Reimbursable Expense* that have not been pre-authorized in writing.
- 5.6.2 For all *Reimbursable Expenses* that are not charged as a percentage of the *Consultant Fees*, the *Consultant* shall provide to the *Municipality*, as a precondition of payment, all the *Records* relating to such *Reimbursable Expenses*.

#### 5.7 Time Limit for Submitting *Claims* for Payment

5.7.1 The *Consultant* must submit all *Claims* for payment or reimbursement to the *Municipality* in accordance with this *Agreement* within two (2) months of *Completion*. Failure by the *Consultant* to submit *Claims* for payment or reimbursement in this period will result in the *Consultant* forfeiting any and all *Claims* to such payment or reimbursement and the *Consultant* shall be deemed to have released the *Municipality* of its obligations to pay the same.

#### GC 6 TAXES

#### 6.1 The *Consultant* shall be responsible for and pay:

- 6.1.1 all taxes in relation to the Services in compliance with the Law; and
- 6.1.2 the costs of all contributions, assessments, and deductions, including without limitation, those required for professional associations, workers' compensation contributions, employment insurance contributions, employees' income tax deductions, Canada Pension Plan, disability benefits, other benefits not specified, together with all taxes as may be required by *Law*.
- 6.2 All amounts payable by the *Municipality* to the *Consultant* pursuant to this *Agreement* will be exclusive of any *GST* and the *Municipality* will, in addition to any amount payable., pay to the *Consultant* all amounts *GST* applicable thereon.
- 6.3 The *Consultant* shall indemnify and save harmless the *Municipality* from any and all *Claims* which may be made or assessed against the *Municipality* in respect of the taxes for which the *Consultant* is responsible.

#### GC 7 CHANGES TO BASIC SERVICES AND ADDITIONAL SERVICES

## 7.1 Changes and Additional Services

- 7.1.1 The *Municipality* may make changes to the *Services* performed by the *Consultant*, at any time.
- 7.1.2 The *Consultant* shall not change the *Services* without *Notice* from the *Municipality*.

## 7.2 *Notice* of Change

- 7.2.1 When a change to the *Services* is proposed or required, the *Municipality* shall provide a *Notice* proposing the same to the *Consultant*.
- 7.2.2 Promptly after receipt of a *Notice* as set out in GC 7.2.1, the *Consultant* shall present, in a form acceptable to the *Municipality*, a method of proposed adjustment or an amount of proposed adjustment to the *Contract Price*, if any, and the adjustment in *Contract Time*, if any. If no alteration in the *Contract Time* and/or the *Contract Price* is identified by a proposed adjustment, the proposed change to the *Services* will not extend the *Contract Time* or increase the *Contract Price* or entitle the *Consultant* to any additional compensation or damages of any nature whatsoever.
- 7.2.3 The *Municipality* shall make the final determination as to whether any change to the *Services* is to be implemented.
- 7.2.4 When the *Consultant* and the *Municipality* agree to adjustment to the *Contract Price* or the *Contract Time*, or both, a *Notice* signed by the *Municipality* shall be issued revising the *Contract Price* or the *Contract Time*, or both as applicable. The value of *Services* performed as the result of a *Notice* shall be included in the *Consultant's* monthly invoice as a separate line item.
- 7.2.5 All direct and indirect costs and impacts related to or resulting from the implementation of a change to the *Services* shall be deemed to be included in the amount stated in the *Notice* as the sum by which the *Contract Price*, if any, and the *Contract Time*, if any, will be adjusted.
- 7.2.6 The *Municipality* reserves the right to withdraw any *Notice* describing a proposed change to the *Services* without additional compensation to the *Consultant*, if such a withdrawal occurs prior to commencement of performance of the change to the *Services*.
- 7.2.7 Where during performance of the *Services* in this *Agreement*, the *Consultant* deems it necessary to procure additional goods and/or *Services* as a result of Work

not previously included in the Scope of Work or *Agreement*; unless such goods and/or *Services* were previously identified as cash allowance item-(s), it shall, inform the Town of Bentley by means of written request. Upon approval of such requests, the Town of Bentley shall competitively source for all such additional acquisitions.

#### GC 8 INFORMATION

- 8.1 Ownership of the *Work Product*, including but not limited to, any information, *Records*, or materials, regardless of form, any copyright, patent, industrial design process or trademark acquired or produced by the *Consultant*, or provided by the *Municipality* for use by the *Consultant*, vests solely in the *Municipality*. The *Work Product* is not to be used for other work and is not to be copied or altered in any manner without the prior written authorization of the *Municipality*. The *Consultant* waives all moral rights that it has or may have in the *Work Product* and shall obtain waivers of moral rights from every *Subconsultant* and all of their respective *Person*nel in respect to the *Work Product*.
- 8.2 Subject to any rights, title or interests expressly granted by this *Agreement*, neither *Party* shall acquire any right, title, or interest in or to any *Intellectual Property Rights* of the other *Party*. Notwithstanding the foregoing, to the extent that the *Work Product* incorporates the *Intellectual Property* of the *Consultant*, the *Consultant* shall provide the *Municipality* and any entity Controlled by the *Municipality* with an irrevocable, royalty free, non-transferable license to use same in connection with the *Work Product*.
- 8.3 Upon expiration or earlier termination of this *Agreement*, the *Consultant* shall provide the original copies of the *Work Product*, all *Records*, and any copies of same received, created, or compiled by the *Consultant* in accordance with this *Agreement*, to the *Municipality* at the *Consultant's* sole expense.
- 8.4 The *Municipality* shall, during the term of this *Agreement*, and upon the written request of the *Consultant*, furnish to the *Consultant* such information or records as are in its possession and are reasonably required for the proper performance of the *Services*, and shall, provide such cooperation as is reasonable in order for the *Consultant* to be able to perform the *Services* required pursuant to this *Agreement*.
- 8.5 All *Confidential Information* provided to the receiving *Party* (the "*Recipient*") by the disclosing *Party* (the "*Discloser*") is confidential to the *Recipient*, its employees, directors, officers, legal advisors, auditors and any *Subconsultants* and may not be disclosed to any other *Person* except:
  - (a) with the consent of the *Discloser* (which consent may be withheld in the discretion of the *Discloser*);
  - (b) if required by *Law*;
  - (c) in connection with legal proceedings related to this *Agreement*;
  - (d) if the *Recipient* demonstrates the information is generally and publicly available;
  - (e) to an entity *Controlled* by the receiving *Party*, provided such entity undertakes to observe this Section 8.5; or
  - (f) in the case of disclosure to any lender, to any assignee, actual or potential, of such lender;

but in any situation referred to in clauses (b) and (c) above; (i) the *Recipient* shall provide written *Notice* to the *Discloser* prior to making such disclosure and providing details of the proposed form, nature and purpose of such disclosure so that the *Discloser* may seek a protective order or other remedy or waive compliance with this *Agreement*, and (ii) if a protective order or other remedy is not obtained or the *Discloser* waives compliance with

- this *Agreement*, the *Recipient* shall disclose only that portion of *Confidential Information* which is required.
- Upon expiration or earlier termination of this *Agreement*, the *Consultant* shall provide all *Confidential Information* and any copies of same received, created, or compiled by the *Consultant* in accordance with this *Agreement* to the *Municipality* at the *Consultant's* sole expense.
- 8.6 The *Consultant* shall not include any reference to the *Municipality*, the *Services*, the *Work Product*, or the existence of this *Agreement* in any advertisement, public announcement or statement, or promotional materials without the prior written consent being obtained from the *Municipality*.

#### GC 9 FREEDOM OF INFORMATION AND THE PROTECTION OF PRIVACY

9.1 Notwithstanding GC 8.3 of this *Agreement* and notwithstanding the termination or expiry of this *Agreement*, the *Consultant* acknowledges that information and records compiled or created under this *Agreement* which are in the custody of the *Consultant* and/or any *Subconsultant* are subject to the **Freedom of Information and Protection of Privacy**<u>Act (Alberta).</u> If a request is received for any of these records, the *Consultant* shall forward the information and records, at the *Consultant's* expense, to the *Municipality* within five (5) *Business Days* of *Notice* by the *Municipality*.

#### GC 10 SUSPENSION OR TERMINATION OF AGREEMENT

#### 10.1 Suspension

- 10.1.1 The *Municipality* may, at any time in the *Municipality's* sole discretion, by *Notice* in writing, suspend the *Services* forthwith or on a date set out in the *Notice* of Suspension.
- 10.1.2 the *Municipality* shall pay all fees, disbursements, or costs currently due to the *Consultant* at the time of suspension of the *Services*, but payment of all other fees, disbursements or costs under this *Agreement* that have yet to accrue shall be suspended for the same time period as the suspension of the *Services*.
- 10.1.3 During any period of suspension, the *Municipality* shall not be responsible for any fees, disbursements, or costs incurred by the *Consultant* unless the *Consultant* receives the prior written approval from the *Municipality*, which may be arbitrarily withheld, before the fees, disbursements, or costs are incurred. In order to receive such approval from the *Municipality*, the *Consultant* will provide such documentation as may be requested by the *Municipality* in support of the *Claim* for fees, disbursements, and costs.
- 10.1.4 Upon a suspension of *Services*, the *Consultant* shall resume and complete the *Services* in accordance with the terms of this *Agreement* upon written *Notice* from the *Municipality*. The *Municipality* shall make an equitable adjustment to terms of this *Agreement* which are affected by the suspension, including time requirements for the *Services*.

#### 10.2 Termination

- 10.2.1 The *Municipality* may terminate this *Agreement* effective immediately by *Notice* the *Consultant*:
  - (a) in sole opinion of the *Municipality*, fails to complete the *Services*, or any portion thereof, within the *Contract Time* and/or for the *Contract Price*, or
  - (b) becomes insolvent, or
  - (c) commits an act of bankruptcy, or

- (d) abandons the performance of the Services, or
- (e) assigns this *Agreement* in whole or in part without the required prior written consent, or
- (f) fails to observe or perform any of the provisions of this *Agreement*, or
- (g) has any conflict of interest which may, in the opinion of the *Municipality*, have an adverse effect on the *Services*. Such termination shall be effective immediately upon *Notice to the Consultant*.
- 10.2.2 This *Agreement* may be terminated by the *Municipality* for any reason whatsoever upon seven (7) days' *Notice* to the *Consultant*.
- 10.2.3 The *Consultant*, upon termination of this *Agreement* for any of the reasons set out in Section 10.2.1, shall be liable to, and upon demand, shall pay to the *Municipality* an amount equal to all loss or damage suffered, either directly or indirectly, by the *Municipality* as a result of the non-*Completion* of any of the *Services* by the *Consultant*. If the *Consultant* fails to pay the *Municipality* for any such loss or damage on demand, the *Municipality* shall be entitled to deduct the same from any payments due and payable to the *Consultant*, as well as exercise any other remedies available to the *Municipality*.
- 10.2.4 The *Consultant* agrees that termination of the *Services*, or any portion thereof, does not operate so as to relieve or discharge the *Consultant* from any obligation under this *Agreement* or imposed by *Law* in respect to the *Services* or any portion thereof that has been completed.
- 10.2.5 The *Municipality* shall, in the event of termination of this *Agreement*, pay to the *Consultant* all amounts for completed *Services* due to the *Consultant* in accordance with this *Agreement* as well as all reasonable fees, disbursements, or costs incurred up to the date of termination. The *Municipality* shall have no further liability of any nature whatsoever to the *Consultant* for any loss of profit or any other losses suffered, either directly or indirectly, by the *Consultant* as a result of the termination of this *Agreement*.

# GC 11 INDEMINITY AND INSURANCE 11.1 Indemnity

The *Consultant* shall at all times and without limitation, be fully liable for, and shall indemnify and save harmless the *Municipality*, its elected officials, insurers, directors and officers, employees, contractors, agents and representatives 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 which any of the *Municipality*, its elected officials, insurers, directors, officers, employees, contractors, agents and representatives 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, relating to, resulting from or arising out of all or any of the following:

- (a) the misconduct, negligent action, or negligent failure to act, as the case may be, of the *Consultant* and/or any of those *Person*s for whom the *Consultant* is responsible at *Law* (including, without limitation, any of its employees or Subcontractors); or
- (b) the costs of repairs, clean-up or restoration paid by the *Municipality* and any fines levied against the *Municipality* or the *Consultant*; or

- (c) third *Party Claims* of infringement of *Intellectual Property Rights* alleged to have occurred
- (d) any breach, violation, or non-performance of any representation, warranty, obligation, covenant, term condition or *Agreement* in this *Agreement* set forth and contained on the part of the *Consultant* to be fulfilled, kept, observed, or performed, as the case may be or
- (e) any damages to third parties, caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action, or failure to act or breach of contract of the *Consultant* and/or any of those *Person*s for whom the *Consultant* is responsible at *Law* (including, without limitation, any of its employees or subcontractors).

The provisions of this Section are in addition to and shall not prejudice any other rights of the *Municipality* at *Law* or in equity. This Section shall survive the termination or expiry of this *Agreement* for any reason whatsoever.

#### 11.2 Insurance

Without in any way limiting the liability of the *Consultant* under this *Agreement*, the *Consultant* shall obtain and maintain in force during the term the following insurance, all satisfactory to the *Municipality*, acting reasonably;

- 11.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least **TWO MILLION** (\$2,000,000.00) **DOLLARS** inclusive and in respect of any one *Claim* for the injury to or death of one or more *Person*s or damage to or destruction of property. Coverage to include:
  - (a) non-owned automobiles
  - (b) independent sub-Consultants;
  - (c) contractual liability;
  - (d) broad form property damage endorsement;
  - (e) products and completed operations coverage; and
- (f) such other coverage as the *Municipality* may from time to time reasonably require.
- 11.2.3 Errors and omissions coverage for professional *Services* liability with limits of not less than **TWO MILLION** (\$2,000,000.00) **DOLLARS** per employee for each accident, accidental injury or death of an employee or any Subcontractor engaged by the *Consultant*;
- 11.2.4 Workers' Compensation coverage for all employees, if any, engaged by the *Consultant* in accordance with the *Laws* of the Province of Alberta; and
- 11.2.5 Employers liability insurance respecting employees, of the *Consultant* with limits of liability not less than TWO MILLION (\$2,000,000.00) DOLLARS per employee for each accident, accidental injury or death of an employee or any Subcontractor engaged by the *Consultant*;

The *Consultant* shall ensure that, except for errors and omissions coverage and except for workers' compensation coverage, all insurance coverage maintained by the *Consultant* in accordance with this *Agreement* shall name the *Municipality* as additional insured, contain a severability of interests or cross liability clause, a waiver of any subrogation rights which the *Consultant*'s insurers may have against the *Municipality*, its elected officials, directors, officers, employees, contractors, agents and representatives, and shall provide that no such insurance policy may be cancelled without the insurer provided no

less than thirty (30) days' written *Notice* of such cancellation to the *Municipality*. The *Consultant* shall, upon the request of the *Municipality*, furnish written documentation, satisfactory to the *Municipality*, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the *Consultant* as set forth herein shall be borne by the *Consultant*.

#### **GC 12 PROCUREMENTS**

12.1 The *Consultant* shall provide written *Notice*, in advance, and as soon as reasonably possible, to the *Municipality* of its intention to respond to, or participate in, as a primary *Party*, as a *Consultant* to any other *Party* or in any other capacity, a procurement initiated by the *Municipality* or an entity Controlled by the *Municipality* or by any entity on behalf of the *Municipality*, which procurement is related to or arises out of any *Services*, or is related to or arises out of the *Municipality*, an entity Controlled by the *Municipality*, or an entity acting on behalf of the *Municipality*, acting on the *Services*, arising therefrom or any recommendations made therein. The *Consultant* shall not participate in any such procurement without the prior written consent of the *Municipality*, which may be arbitrarily withheld. The term "Control" or "Controlled" means any entity in which the *Municipality* owns securities which are attached to fifty percent (50%) or more of the votes that may be cast to elect directors, or the *Municipality* otherwise has the right to appoint the majority of the directors of the entity.

#### **GC 13 LEGAL REQUIREMENTS**

- 13.1 In carrying out its obligations under this *Agreement*, the *Consultant*, and all of its employees, agents, and *Subconsultants* shall be bound by and observe all applicable *Law*. In the event the *Consultant* fails to comply with any applicable *Law*, and the *Municipality* is required to take steps or pay any sums to rectify such noncompliance, the *Municipality* may subtract the cost of such rectifications from any monies owed to the *Consultant*.
- 13.2 The *Consultant* shall familiarize itself, its staff, and sub-*Consultants* with the terms of the Occupational Health and Safety Act (Alberta) and the regulations associated with such statute, to ensure complete understanding respecting the responsibilities given and compliance required, as applicable. The *Consultant* acknowledges that as defined in the Occupational Health and Safety Act (Alberta) and the regulations thereunder, it may have responsibilities as the "prime contractor."
- 13.3 Prior to commencing any *Services*, the *Consultant* shall provide evidence of compliance with all requirements of the <u>Workers' Compensation Act</u> (Alberta), including but not limited to, payment due thereunder. At any time during the term of this *Agreement*, when requested by the *Municipality*, the *Consultant* shall provide evidence of compliance, by the *Consultant* and/or any *Subconsultant* with all requirements under the <u>Workers' Compensation Act</u> (Alberta)

#### **GC 14 FORCE MAJEURE**

14.1 If the parties shall fail to meet their respective obligations hereunder within the time prescribed, and such failure shall be caused or materially contributed to by force majeure (and for the purposes of this *Agreement*, force majeure shall mean any act of God, strike, lockout or other industrial disturbances, act of the Queen's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lightning, earthquakes, floods, storms, fires, washouts, nuclear and radiation activity or fallout, arrests and distraints of rules and people, civil disturbances, explosion, breakage or accident to machinery or stoppage thereof for necessary maintenance or repairs, inability to obtain labour, materials or equipment, any legislative, administrative or judicial action which has been resisted in

good faith by all reasonable means, any act, omission or event whether of the kind herein enumerated or otherwise not within the control of such *Party*, and which by the exercise of due diligence such *Party* could not have prevented, but lack of funds on the part of such *Party* or parties shall be deemed not to be a force majeure) such failure shall be deemed not to be a breach of the obligations of such *Party* but such *Party* shall use its best efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible.

#### **GC 15 GENERAL**

- 15.1 This *Agreement* shall be governed by the *Laws* of the Province of Alberta and the Parties agree to attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
- 15.2 Time shall be of the essence of this *Agreement*.
- 15.3 The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this *Agreement* have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope of meaning of this *Agreement* or any provisions hereof.
- 15.4 Nothing contained herein shall be deemed or construed by the parties hereto nor by any third *Party*, as creating a relationship of employer and employee, principal and agent, partnership, or joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than an independent service *Agreement* between two parties at arm's length.
- 15.5 Except as may from time to time be expressly stated in writing by one *Party*, the other *Party* has no authority to assume or create any obligation whatsoever, expressed, or implied, on behalf of or in the name of the other *Party*, nor to bind the other *Party* in any manner whatsoever.
- 15.6 This Agreement constitutes the entire Agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, Agreements, or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.
- 15.7 Each of the parties do hereby agree to do such things and execute such further documents, *Agreements* and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this *Agreement* in accordance with their true intent.
- 15.8 This *Agreement* may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
- 15.9 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* of its rights hereunder.
- 15.10 Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the

- effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.
- 15.11 If any term, covenant or conditions of this *Agreement* or the application thereof to any *Party* or circumstances shall be invalid or unenforceable to any extent, the remainder of this *Agreement* or application of such term, covenant or condition to a *Party* or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this *Agreement* shall be valid and shall be enforceable to the fullest permitted by *Law*.
- 15.12 The provision of this *Agreement* which expressly state or naturally imply that they survive the termination, cancellation, *Completion*, suspension, or expiration of this *Agreement*, including any other provision that is necessary for the interpretation or enforcement of the same, shall continue as valid and enforceable notwithstanding any such termination, cancellation, *Completion*, suspension, or expiration.
- 15.13 Mention in this *Agreement* of any particular remedy of a *Party* in respect of a default by the other *Party* does not prelude the first *Party* from any other remedy in respect thereof, whether available at *Law* or in equity or by statute or expressly provided for in this *Agreement*. No remedy shall be exclusive or dependent upon any other remedy, but a *Party* may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.
- 15.14 The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds.
- 15.15 Wherever the singular, plural, masculine, feminine or neuter is used throughout this *Agreement* 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 provision hereof.
- 15.16 This *Agreement* shall ensure to the benefit of an be binding upon the successors and permitted assigns of each of the parties.
- 15.17 The *Consultant* shall not assign its interest in this *Agreement*, or any part hereof, in any manner whatsoever without having first received written consent from the *Municipality*, which consent may be arbitrarily withheld.
- 15.18 Each *Party* shall provide any decision with regard to a request for consent in a timely manner.
- 15.19 This *Agreement* shall be interpreted according to its fair construction and shall not be construed as against any *Party* hereto.

#### GC 16 RECEIPT OF NOTICES AND ADDRESSES FOR SERVICE

16.1 Any *Notice* to be given by either *Party* in accordance with this *Agreement* shall be in writing and delivered *Person*ally, by commercial courier, or sent by email, to the following addresses:

Municipality:

Town of Bentley 4918 50<sup>th</sup> Ave PO Box 179

Bentley AB T0C 0J0 Attention: Marc Fortais

Email: mfortais@townofbentley.ca

Consultant:

Address: Phone Number: Attention: Email:

16.2 A *Notice* shall be deemed to have been given and received on the date on which it was delivered or transmitted, if delivered or transmitted on a *Business Day* during the regular

- business hours of the recipient. If a *Notice* is delivered or transmitted on a day that is not a *Business Day* or outside the regular business hours of the recipient, the *Notice* shall be deemed to have been delivered or transmitted on the following *Business Day*.
- 16.3 A *Party* may change its address for receipt of *Notice* at any time by giving *Notice* of the change to the other *Party* in accordance with this Article. Such changed address for receipt of *Notices* will be effective 5 *Business Days* after receipt of the *Notice* by the recipient.

#### GC 17 RECORDS AND AUDIT

17.1 At all times during the Term of the *Agreement* and for a period of two years (or the requirement of law, whichever is greater) following the expiry of the Term or Renewal of the *Agreement*, the *Consultant* shall keep and maintain all Records for all *Services* performed pursuant to the *Agreement* and the *Consultant* shall make all such Records available to the *Municipality* for inspection and audit forthwith upon *Notice* and the *Municipality* shall be entitled to take and retain copies of all such Records for auditing purposes.

**IN WITNESS WHEREOF** the parties have caused to be hereto affixed their respective corporate seals attested by the signatures of their duly authorized signing officers.

#### Municipality

TOWN OF BENTLEY	
Per: Title: Chief Administrative Officer TOWN OF BENTLEY	
Per: Title: Mayor or Council Member	
Province of Alberta	
CAEP	
Per: Executive Director	
Chair: CAEP	
a "VENDOR NAME"	
Per: Title:	

# APPENDIX "A" THE SERVICES

#### **APPENDIX "B" - TERMS OF PAYMENT**

## **Invoicing**

All invoices for this project are to refer to the project name that is assigned to the work. All invoices must be submitted with sufficient details to show the task, time and unit cost associated the line items being billed.

#### All original invoices are to be sent directly to:

Email: kimberley@caepalberta.com

or by regular mail to:

Central Alberta Economic Partnership

**Attn: Accounts Payable** 

5013 49<sup>th</sup> Ave Red Deer AB T4N 3X1

All invoices are paid Net 30 from correct invoice received within the Accounts Payable Department.

A correct invoice must include:

Project Name

Full Legal Name of the Consultant or company

GST#

Remit to address (if applicable)

#### All invoices must be addressed to Central Alberta Economic Partnership

All invoices will be paid via cheque unless the *Consultant* has specifically requested to set up an EFT (Electronic Funds Transfer) (preference is for EFT Transfer)

Consultant Invoice Requirements:
Detailed Reimbursable expense receipts
Details showing the task, time, and unit cost

[END OF APPENDIX A -FORM OF AGREEMENT]

# APPENDIX B – SUBMISSION FORM

#### APPENDIX B - SUBMISSION FORM

#### 1. Proponent Information

Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary.		
Full Legal Name of Proponent:		
Any Other Relevant Name under Which the Proponent Carries on Business:		
Street Address:		
City, Province/State:		
Postal Code:		
Phone Number:		
Fax Number:		
Company Website (If Any):		
RFP Contact Person and Title:		
RFP Contact Phone:		
RFP Contact E-mail:		

□ I acknowledge that the above company does have an Alberta Professional License/Permit to Practice or its equivalent and proof of License/Permit is <u>included</u> <u>in this proposal</u>.

The awarded proponent <u>MUST</u> provide a copy of their Alberta Professional License/Permit to Practice or equivalent with the signed award letter.

#### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Municipality and the selected proponent have executed a written contract.

#### 3. Ability to Provide Deliverables

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for t in the Pricing Form and has provided a list of any subcontractors to be used to complete the proposed contract.

#### 4. Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Pricing Form	
Reference Form	

**Notice to proponents:** There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

#### 2. Non-Binding Price Estimates

The proponent has submitted its rates in accordance with the instructions in this RFP and in the Pricing, Form set out in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

#### 3. Addenda

The proponent is deemed to have read and accepted all addenda issued by the Municipality prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line:

\_\_\_\_\_. Proponents who fail to complete this section will be deemed to have received all posted addenda.

#### 4. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

#### 7. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means

- a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Municipality in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or
- b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

## Proponent to read the below statements and check the appropriate box.

- 1. The proponent declares that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP.
- 2. The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in this RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

Name of Individual:	
Job Classification:	
Department:	
Last Date of Employment with the Municipa	ality:
Name of Last Supervisor:	
Brief Description of Individual's Job Functi	ons:
Brief Description of Nature of Individual's F	Participation in the Preparation of the Proposal
	sers, or in any other capacity (a) participated in employees of the Municipality and have ceased or to the Submission Deadline:
(Repeat above for each identified individual	)
	e proponent must provide the Municipality with dentified above in the form prescribed by the
8. Disclosure of Information	
identified as being supplied in confidence, make required by order of a court or tribunal. The pro-	mation provided in this proposal, even if it is nay be disclosed where required by law or if ponent hereby consents to the disclosure, on a Municipality to the Muni e of evaluating or
Signature of Witness	Signature of Proponent Representative With the Authority to bind the proponent
Name of Witness	Name
	Title

[END OF APPENDIX B]

**Date** 

# APPENDIX C – PRICING FORM

Prices submitted by the proponent are all-inclusive, including all labour and material costs, all insurance costs, as well as all other operational, administrative, and overhead costs required for the successful completion of this Project.

Reasonable reimbursable expenses/disbursements such as travel, meals, and accommodation incurred by Contractors and Consultants must be pre-approved by the Town of Bentley and these expense rates must be outlined in your submission to this RFP. It is assumed that rates will follow standards as established by Revenue Canada for reimbursement of travel, meals, and accommodations.

The Consultant must provide supporting documents, including actual receipts to be reimbursed for pre-approved expenses. The Town of Bentley will retain any portion of disbursement fee that is not expensed. The Consultant understands and agrees that no mark-up will be applied to expenses. All prices are to be in Canadian currency and before GST.

Proponents are to submit pricing information in the format below, stating all assumptions made in calculating the project cost:

- 1.) Cost to complete the project (as per this RFP)
  - a. For each component pricing should be separated for
    - i. Data Collection/Asset Utilization Analysis/Gap Analysis and Review
    - ii. Stakeholder Engagement/Feedback summary
    - iii. Recreation Options and Feasibility with associated Risk Analysis
    - iv. Final report (Strategic Vision) including priorities based on engagement, risk and recommended achievable outcomes
    - v. Final presentations, recommendations and funding options
- 2.) Total Maximum fees for the Services to be provided.
- 3.) Total Maximum fees for Reimbursable Expenses and Disbursements, if applicable
- 4.) Project Cost Breakdown

Table 1 – We hereby offer to provide professional consulting services as listed in this request for proposal for the following compensation.

Category	Costs to	Maximum	Total Cost Per
	Complete Work	Reimbursable	Category
	(excluding	Expenses (enter	
	reimbursables)	\$0.00 if not	
		applicable)	
Data Collection/ Asset Utilization		-	
Analysis/Gap Analysis and Review			
Stakeholder Engagement / Feedback Summary			
Recreation opportunities/feasibility and			
associated risks/barriers to implementation			
Final Report (Strategic Vision) including			
priorities based on engagement, risk and			
recommended achievable outcomes			
Final Presentations, Recommendations and			
Funding Options			

## Table 2 - Detailed Project Cost Breakdown

Proponents must include a detailed fee schedule (as outlined below) outlining all project tasks and deliverables with the associated unit cost, name of project team member anticipated to complete or assist with each individual task/deliverable, and the estimated hours required.

#### Detailed Project Cost Breakdown for the project, including at minimum:

- a) Listing of each project member and their associated fee/hour;
- b) Project cost (by staff member and by hours worked per task);
- c) Project reimbursable expenses/disbursements by task, or, where applicable, by subtask:
- d) Total cost and total reimbursable expenses/disbursements for this RFP; and
- e) GST identified separately

Please note: Any hourly rates provided will apply to any additional scope of work, unless otherwise stated

[END OF APPENDIX C]

# APPENDIX D – REFERENCE FORM

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last five (5) years.

Reference #1	
Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date work was undertaken	
Nature of Assignment	
Reference #2	
Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date work was undertaken	
Nature of Assignment	
Reference #3	
Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date work was undertaken	
Nature of Assignment	

[END OF APPENDIX D]

# APPENDIX E – RFP PARTICULARS

#### A.) The Deliverables

#### 1.) Introduction

The Town of Bentley is located 20 minutes west of Lacombe and 20 minutes north of Sylvan Lake in the breathtaking Blindman Valley. Bentley is a community with many services and continues to offer that small town charm with a strong sense of community and a rich history. Bentley's geographical location offers easy access to all services and is near larger centers, including Lacombe, Red Deer, and Sylvan Lake. Town population is approximately 1082.

- Recreation opportunities year-round are endless with Gull Lake and Sylvan Lake a short drive away and you can be in the Rocky Mountains within an hour.
- The Town even owns a ski hill which is operated by the Medicine Lodge Ski Club
- Local amenities include (but are not limited to):
  - o unique boutique shopping, café, and restaurants
  - o 8km of walking/biking trails to Gull/Lake
  - o Community Arena,
  - o Community Hall
  - o Blindman Valley Agricultural Society Building Rentals
  - o Municipal Campground
  - o Morrisroe Recreation Area (includes ball diamonds and park)
  - Local Museum with incredibly dedicated volunteers (you must see it to understand)
  - o The town is home to one of the largest farmers markets in Alberta
  - Medicine Lodge Ski Hill (160 acres approximately 15km west of Bentley along highway 12)

#### 2.) Medicine Lodge Ski Hill

The medicine lodge ski club has been in operation since the 1950's and officially became a society in 1962. The club has successfully operated a ski hill at the location for many years. The hill is fully run by volunteers and there is an active volunteer ski patrol on the hill at all times during winter operations. Food and Beveridge is also available during the operating hours and there is a fully stocked rental shop for equipment rentals. The club also provides youth employment and offers its volunteers a sense of purpose and community, as well as an opportunity to work together as a team to create something special for the public.

Over the last several years, there has been interest from outside clubs and investors to further develop the areas of the hill for other recreational activities such as Mountain Biking, Cross Country Skiing and Hiking. This interest has been directed to the Medicine Lodge Ski Club and has led to conversations between another club and the ski club to consider if those other recreational activities would be viable and is so, how they could be added to complement and enhance existing uses. Additionally, other conversations have

continued for many years regarding the ability of the hill to extend their season through the addition of snow making equipment, and whether this is a viable option.

Through these conversations, it has become evident that there needs to be some more rigor placed on long term strategic planning for the hill. In the summer of 2022 Central Alberta Economic Partnership (CAEP) undertook a tourism opportunity assessment of existing and potential tourism assets within central Alberta. In this assessment the Medicine Lodge Ski Hill was identified as having potentially strong tourism growth as a hill and in diversification and expansion into other seasons. The report indicates that there is a strong potential to grow the site for skiing, building on what it has been doing for more than 60 years. The site has additional room to host an area for biking and hiking and potentially cross – country skiing. However, the report also recommends that a comprehensive asset utilization plan a master plan be undertaken to further refine the site plan and strategic and tactical directions.

#### **Operations on the Hill**

- Location: Quadrant 5, Section 2, Township 40, Range 20, Meridian SW
- Parcel Size 160 acres
- 4000 visits per year, 10 paid staff and 40 volunteers
- 60 skiable acres
- Typical season: Late December to Mid-April
- Natural Snow only
- 410 ft (125m) vertical
- Lifts
  - o Samson T-Bar
  - o Button Rope Tow
  - Mini Handle Tow
  - Start Handle Tow
- Facilities
  - o Parking Lot
  - o Day Lodge
  - o Rental Shop
  - o Ski Patrol

#### 3.) Project Description & Requirements

#### **Master Plan should:**

- Engage Stakeholders including but not limited to:
  - Medicine Lodge Ski Club
  - o Indigenous Community (Treaty 6) & Metis Nation (Region 3)\*
  - o Town of Bentley residents/businesses
  - o Adjacent landowners
  - Lacombe County residents/businesses

- Undertake a Gap analysis of existing assets and necessary improvements to support long term multi-sport recreation. This includes a general understanding of strengths of existing operations and also gaps in current assets and operations that could be rectified to extend the season for existing or other new uses.
- Assist stakeholders to refine and create a strategic long-term vision for the Medicine Lodge Ski Hill and recreation area that considers the impact on existing landowners, pays tribute to cultural and historical uses, and diversifies recreation opportunities.
  - This can be a phased plan that looks at opportunities to mitigate risk, while effectively utilizing the land to create a recreation area, which is manageable through a volunteer or club base.
  - The strategic vision may also provide alternative recommendations to supplement the volunteer base through other options including permanent staffing options or other land lease options to third parties.
- Provide alternative uses and recommendations with order of magnitude estimates for costs of improvements to facilitate those alternatives.
- Prioritize options and alternatives based on data and feedback gathered through stakeholder engagement
- Determine barriers to development and provide recommended risk mitigation strategies.
- Provide an analysis of the feasibility of the various recreation options being
  proposed including a summary of the potential impacts of those options on
  existing operations, adjacent landowners, traffic patterns, water quality and
  other environmental factors. (This will most likely include technical
  engineering analysis as would be the case to explore snow making
  opportunities and impacts on the water table and underground springs)
- Provide a summary of current funding options and grant opportunities to help move the long-term vision forward. This should include an analysis of existing grant opportunities that could be sought by the Town of Bentley, CAEP, Lacombe Tourism, Medicine Lodge Ski Hill or other not for profits that could help to drive the project forward.
- Include formal presentations regarding the findings and outcomes along with recommendations and learnings to the Town of Bentley and the CAEP community.
- Work and invoicing is to be completed by March 31, 2023, to be in compliance with our grant and funding. Presentations of final report may occur after this date.

#### **Approach and Methodology**

- The proposal must clearly indicate the benefits of hiring your firm. What qualities make your firm the best possible choice to complete the master plan/asset utilization study
- The proposal should provide an overview of how engagement will be undertaken including landowners, indigenous interests, Bentley residents, County residents, and the Medicine Lodge Ski Club

\*The project takes an Indigenous relations first approach. As a result, they are a first level stakeholder along with the Medicine Lodge Ski Club. It is expected that these conversations need to be in person or a at a minimum virtual with this group of stakeholders. Other engagement and engagement types can be identified through initial conversations with Treaty 6 First Nations.

- Other stakeholders including surrounding municipal and county businesses and residents, chambers, business development organizations and non-profits that could be impacted by a shift in the use of the hill should also be engaged
- The proponent should be clear on their methodology and approach to stakeholder engagement in their submission and the associated time and cost component that is included for the engagement portion of their proposal. Engagement with primary stakeholders including Medicine Lodge Ski Club, Adjacent Landowners, Indigenous community and surrounding municipal and county businesses and residents is key to the success of this project. Input from secondary stakeholders can be achieved through other means such as survey, open house etc. At a minimum the consultant should budget for a minimum of 4 to 6 in person engagements.
- You must include a work plan and budget with approximate timelines, and an explanation of the project methodology and process that you will follow to perform the services required. Identify any potential problems or risks with your approach and how you intend to mitigate such risk.
- Outline any special assistance that will be required and requested from the Town of Bentley/Medicine Lodge Ski Club/CAEP or other partners.
- Discuss any innovative or unique approach that your firm has to ensuring that you will be successful.

#### Qualifications, Good Standing and Experience

• The following items must be addressed in your proposal. Your firm must clearly:

- a) Include the size of the firm, the location of the office from which the services will be performed and the number and nature of the professional staff to be employed in performing the services.
- b) Provide information and examples on results of previous work in the past 5 years that your firm has performed related to the scope of work of this assignment.
- c) Provide any information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with regulatory bodies or professional organizations.
- d) Identify all staff and their qualifications that will be assigned to the project. (Curriculum Vitae are required for all assigned personnel) Summarize specific experience in working with governments or similar organizations for each person that will make up the project team, any relevant continuing professional education in the past 3 years and any members in professional organizations relevant to the performance of these services.
- e) Indicate how the quality of staff over the term of the agreement will be assured. Staff may change during the agreement term; however, the Town of Bentley reserves the right to approve or reject any replacements.
- f) References provided in appendix D should be related to the scope of work being presented in this RFP and be relevant and performed within the last 5 years where possible.

#### **B.)** Evaluation Criteria

## Approach and Methodology (30%) 30

- The proponent should describe their understanding of the objectives and challenges of the project.
- The proponent should describe the approach and any innovation they will use to deliver, understand, and meet the project objectives.
- The proponent should outline the project management approach to ensure the success of the project
- Provide a clear timeline with milestones and required approval stages

## Experience and Qualifications (50%)

-	Demonstrated Experience and Corporate Background	15
-	Experience Presented in Project Examples	10
-	Project References	5
-	Proposed Key Team Members	10
_	Value Added	10

- The firm must identify the key team members and professional resources that will be available for the project.
- For each team member, list the education, position, years of experience and relevant project experience.
- You must showcase your commitment of staff and resources available for delivery of the specified project from start to finish
- How will your assigned resources be available for the work to be undertaken
- How will your experience and approach add value to the Town of Bentley and its stakeholders
  if you are successful with this RFP and can deliver the project?

## **Lump Sum Fee Proposal and Unit Rates (20%)**

20

- The Cost Formula for Evaluation is:
  - Points awarded = (lowest proposal cost / proposal cost being evaluated) x total points available (20)

#### C.) Submission Requirements

Two (2) hard copies of the proposal except for the Lump Sum Fee Proposal and Unit Rates, which must be submitted in one sealed envelope, Plus a copy of each on a separate USB drive in Acrobat PDF format.

#### OR

- Email your proposal to mfortais@townofbentley.ca
- Subject Heading: "Branding Project and New Website QU20231"
- addressed to:

Mail to:Courier to:Town of BentleyTown of BentleyC/O CAO Marc Fortaisor4918 50th AvePO Box 179Bentley AB TOC 0J0Bentley AB TOC 0J0between hrs. of 8am - 3pm

- Proposals must be received at the address above by no later than 3:00 pm, Tuesday January 17, 2023

[END OF APPENDIX E]

# APPENDIX F – Documents to be reviewed

- A. 2019 Bentley Strategic Plan
- B. 2022 Robust Community Profile
- C. Medicine Lodge Ski Hill Brochure
- D. Tourism Relief Fund <a href="https://www.canada.ca/en/atlantic-canada-opportunities/campaigns/covid19/tourism-relief-fund.html">https://www.canada.ca/en/atlantic-canada-opportunities/campaigns/covid19/tourism-relief-fund.html</a>
- E. CAEP <a href="https://caepalberta.com/about-caep/">https://caepalberta.com/about-caep/</a>
- F. 2022 Lacombe County Community Overview <a href="https://lacombecounty.com/index.php/profile">https://lacombecounty.com/index.php/profile</a>



Agenda Date: January 10, 2023

Agenda Item: Other Business Town of Bentley & Lacombe County Joint Development

Initiative

#### ADMINISTRATIVE RECOMMENDATIONS

None – update only

#### SUMMARY AND BACKGROUND

The Town of Bentley and Lacombe County are working together to encourage commercial and industrial growth opportunities in Section 23-40-1-W5M at the southeast corner of the Town of Bentley. The project is called the "Bentley – Lacombe County Joint Development Initiative."

The project aims to prepare land for future development by addressing several key questions around the expectations and opportunities. It seeks to provide critical information needed by potential investors who may be interested in establishing a business in Central Alberta and specifically the area near Bentley. This includes:

- Detailed plans for the types of land uses that may be possible.
- Patterns of land use and future road connections; and
- Opportunities for access to municipal water and wastewater services

A key output will be the creation of an area structure plan for Section 23. The project also involves adjusting the Town boundaries to add commercial and industrial lands to the Town and cost and revenue sharing arrangements between the Town and County.

On Wednesday, November 16, 2022, an open house was hosted, and additional information was summarized and presented via display boards (Attachment #1). In addition, staff from both the Town of Bentley and Lacombe County were on hand to answer questions from the public. A presentation was also given by Craig Teal from Parkland Community Planning summarizing the work completed to date and to provide an overview of the draft Area Structure Plan (ASP).

#### **Set Up and Attendance for Open House**

The public meeting was intended to share information and gather feedback regarding the draft ASP. Overall, it was well attended, with approximately 39 people signing in during the course of the open house (this does not include Town or County council or staff).

#### The open house was advertised as follows:

- Posting of a project page on both the Town and County websites
- Advertisement in October 2022 County News (mailed to each household in the County)
- Letters sent by Lacombe County to County landowners adjacent in the plan area
- Advertisement in Neighborhood Notes (Town newsletter)
- Advertisement in the Rimbey Review and Lacombe Express
- Mail out of notice to Town of Bentley landowners adjacent to the plan area within the Town of Bentley
- Posting on social media Town and Lacombe County
- Follow up with landowners in the plan area by the Town of Bentley CAO

The venue for the open house and public meeting was the Bentley Community Hall. The display boards used for the open house are posted on the Town Website. The evening consisted of an open house portion starting at 4:00pm and running until 8:00pm. At 6:30 a presentation was given via power point. This was followed by a question/answer/discussion period that ran until approximately 7:30pm.

Comment forms were also available and were collected at the meeting with additional comment forms being received after the meeting.

## Input received included the following

- One person expressed interest in setting up an agricultural related business (animal processing) in Bentley and was interested in an industrial location that was away from residential neighbors and has good access on/off Highway 12. They are currently looking to expand/relocate their business and were hoping to see property available within the next year.
- A representative for an organization considering Bentley for a future gas bar/convenience store expressed interest in available land within the next two years.
- A developer in Lacombe County (their land is on the west side of Gull Lake north of the Provincial Park) inquired about the possibility of accessing the Town's wastewater system as an option to servicing their development with a communal wastewater collection and treatment system.
- Landowners in the SE 23 expressed their desire for their land to remain as is and not to be included in the possible annexation by the Town. One landowner expressed

frustration with having told the Town and County the same during the 2018 update to the IDP and noted that the IDP still showed their land for future development. They reiterated their request to have their land shown as agricultural.

- Some landowners along the north side of 48 Street expressed concern and opposition to the highway commercial use proposed for south of their houses. They cited concerns around:
  - Loss of the current view across the open field to the countryside beyond
  - o Increase in noise from business activities and traffic
  - Significant (30+ percent) drop in property values
  - o Increase in debris, litter, and trash from commercial activities
  - o Increase in crime
  - Safety issues, arising from the increase in vehicle traffic
- Some landowners along the north side of 48 Street had concerns about the commercial development but were not completely opposed. They wished to know more about the potential ways the municipal reserve area could be developed and how a transition from commercial to residential could be achieved.
- Some attendees had questions about the types of commercial and industrial activities that could be developed. This included questions about the difference between highway commercial and industrial uses. It also included questions about specific uses like gas bars, hotels, and retail uses.
- There were also questions regarding timing and how long it may take to go from the current plan to actual development.

#### **NEXT STEPS**

The Town of Bentley and Lacombe County IDP/ICF Committee will be meeting on January 18, 2023, to review the public feedback and discuss next steps. This could include further refinements to the plan area based on public feedback to date.

It should also be noted that once the committee has had the chance to review and discuss the feedback an update will be brought back to each respective council to determine and formalize next steps including future public engagement.

#### А

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TTACHMENTS:			
1. Display Boards November 16, 2022, Public Engagement			
	Marc Fortais, CAO		

# BENTLEY-LACOMBE COUNTY JOINT DEVELOPMENT INITIATIVE

# Welcome to Our Open House!

The Town of Bentley and Lacombe County are working together to encourage commercial and industrial growth opportunities in Section 23-40-1-W5M. The aim is to prepare lands for future development by providing critical information needed by potential investors who may be interested in establishing a business in the area near Bentley. This includes:

- Detailed plans for the types of land use that may be possible;
- Patterns of land use and future road connections; and
- Opportunities to access to municipal water and wastewater services.

The Project will create an area structure plan for Section 23. The process to prepare lands for investment also involves adjusting the Town boundaries to add commercial and industrial lands to the Town and cost and revenue sharing arrangements between the Town and County.

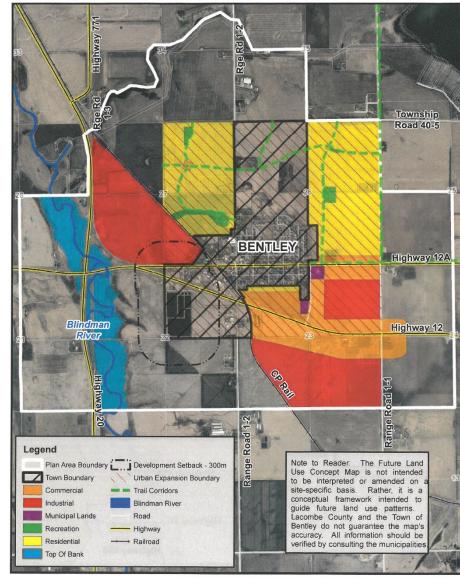
On the boards that follow you will find:

- Information about the background studies and materials that have been completed; and
- A draft land use concept and servicing concepts.

## **Background and Purpose of Project**

In 2018, the Town and County adopted the Town of Bentley/Lacombe County Intermunicipal Development Plan (IDP). The IDP coordinates long term land use planning between the Town and County and covers expected land use patterns and future expansion/annexation by the Town. The IDP speaks to preparing for joint and cooperative development between the Town and County.

The IDP was followed by the creation of the Town of Bentley and Lacombe County Intermunicipal Collaboration Framework (ICF) in 2021. The ICF sets the stage for various sub-agreements between the Town and County to foster mutually beneficial development and delivery of services.



Future Land Use Concept from IDP

This Project builds on the work of both the IDP and the ICF. It seeks to create an overall development concept for the Plan Area that can be used to inform key decisions around:

- Lands that should be added to the Town prior to development or developed in the County;
- Opportunity to extend municipal water and wastewater services to all or parts of the Plan Area;
- Coordination of shared infrastructure such as the road network and storm water drainage systems; and

• Arrangements between the Town and County for the sharing of costs and revenues as development occurs in the Plan Area.

## **Becoming Investment Ready**

The intent of the Project is to foster economic growth and development opportunities for the Town of Bentley and Lacombe County. This means becoming "investment ready" to the greatest degree possible recognizing that development will occur over many years and will involve many different development proposals.

Prospective investors may be looking at several possible locations to set up their business. Being able to answer questions such as which municipality is the approving authority, what process steps are needed to construct buildings, and how services like water, wastewater and road access can be provided helps the investor make a decision. Communities that are not able to answer these key questions are easily struck off the prospective investor's list of possible locations.

## **Next Steps in Process**

We would appreciate your feedback on the overall direction of the Project and the concepts created thus far. Your input will be used by the Town and County to prepare more detailed materials over the course of the next few months.

The Draft ASP and other materials will be available for further public review in 2023. Dates for this part of the process have not been set. Further announcements on key dates and updated materials will be posted on the Town and County webpages.

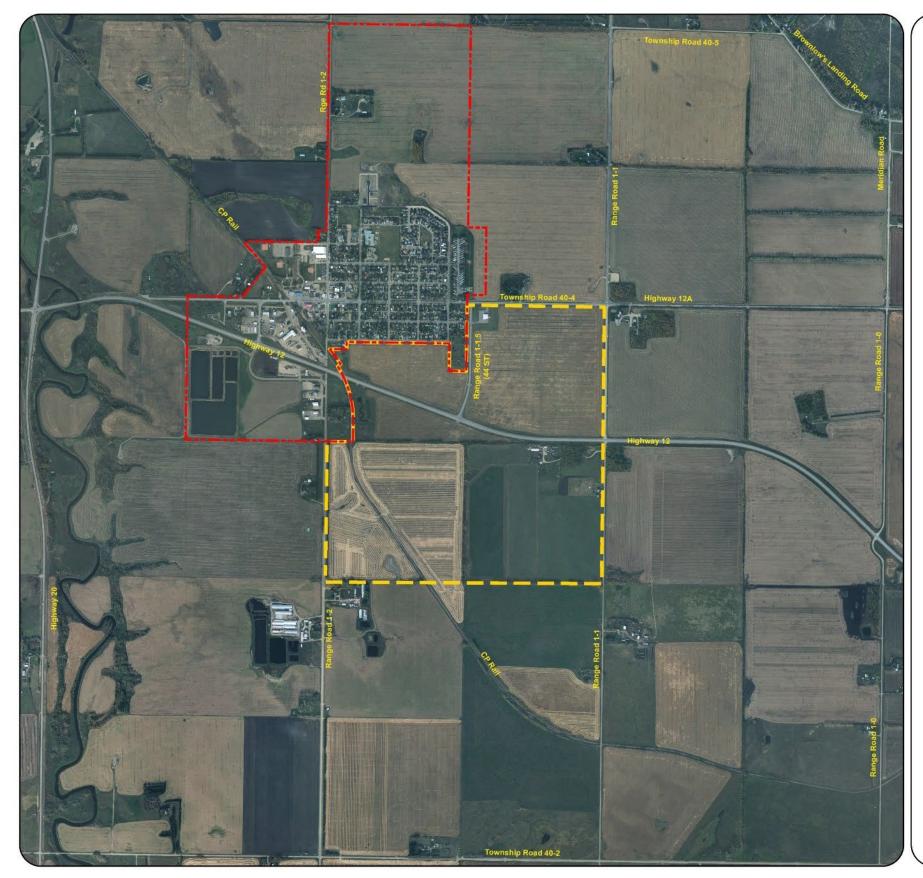
If you wish to make comments on the Project or the draft materials please fill out a comment form and leave it with us or send in your comments on or before Monday, November 28, 2022.







# BENTLEY-LACOMBE COUNTY JOINT DEVELOPMENT INITIATIVE





# SOUTHEAST BENTLEY AREA STRUCTURE PLAN

**MAP 1: PLAN AREA AND LOCATION** 

Plan Area Boundary

Town of Bentley Boundary



H AIRPHOTO DATE: OCTOBER 2019









# BENTLEY-LACOMBE COUNTY JOINT DEVELOPMENT INITIATIVE

# What lands are being planned?

The term "Plan Area" refers to the area that is the main focus of the Project.

It consists of approximately 232.29 hectares of land southeast of the Town of Bentley and encompasses all or part of the following quarter sections:

NW 23-40-1-W5M

NE 23-40-1-W5M

SW 23-40-1-W5M

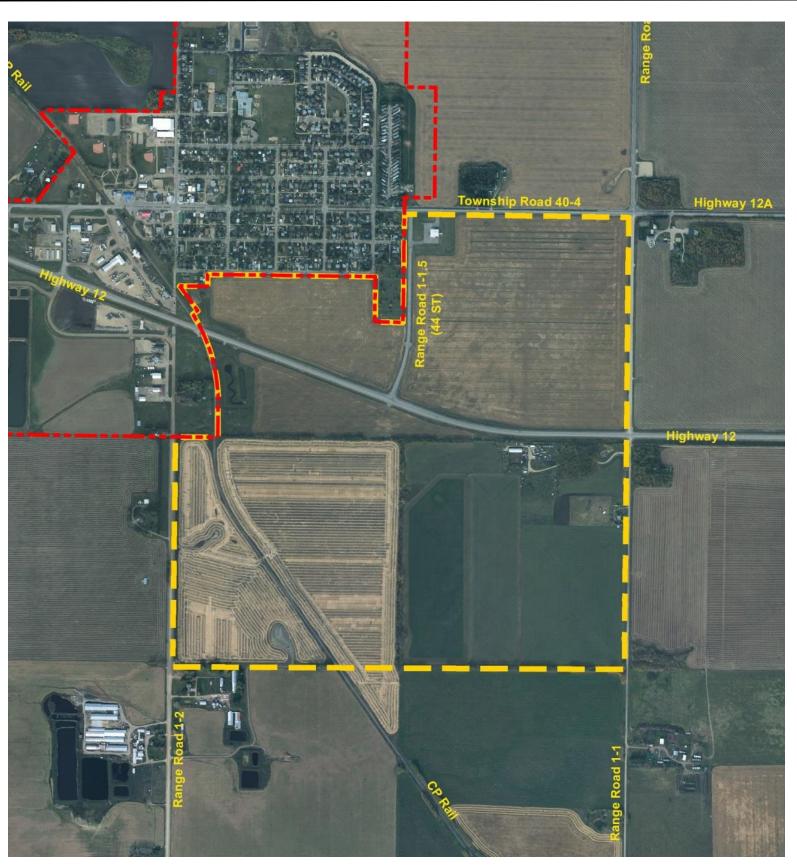
SE 23-40-1-W5M



View across NW 23 from Range Road 1-1.5



View looking south on Range Road 1-1.5





View of NE 23 from Range Road 1-1.5



View of NE 23 from Range Road 1-1



View of SE 23 from Range Road 1-1



View of SW 23 from Range Road 1-2

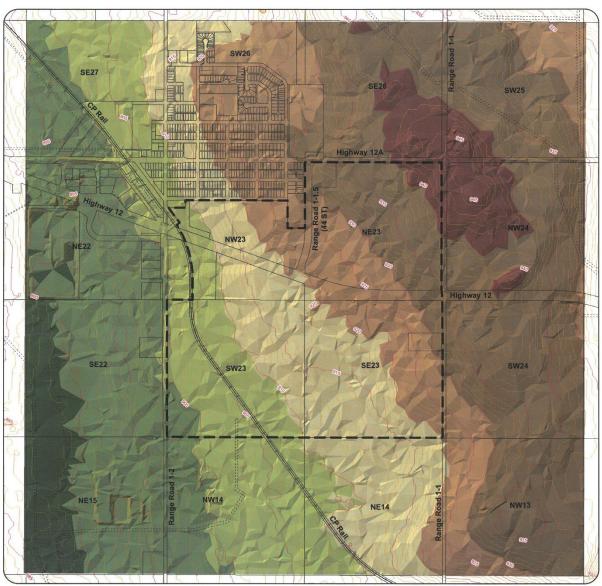


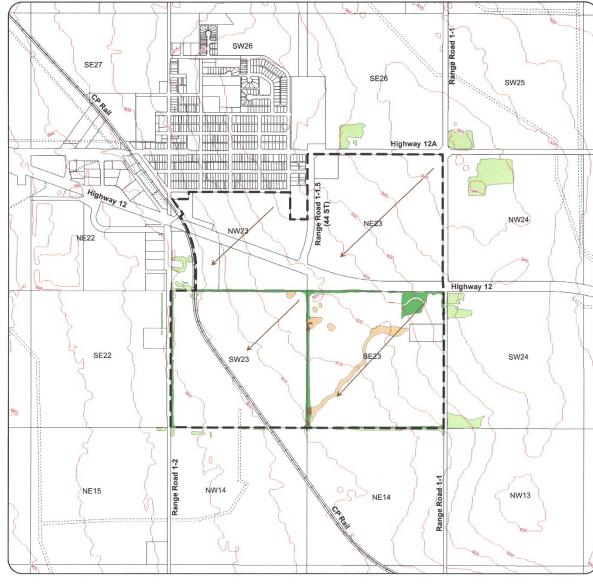




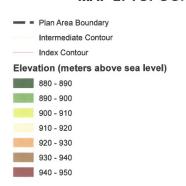
# What is the plan area like?

- Majority of the land is currently used for agricultural purposes and consists of cultivated crop land.
- Terrain is gently sloping from the northeast corner (high point) of the Plan Area to the southwest corner (low point). The change in elevation is approximately 45 metres from 898 metres above sea level to 943 metres above sea level.
- The Biophysical and Wetland Assessment completed by Paragon Soil and Environmental Consulting Inc. indicates wetlands spread across the SE 23 and the SW 23.
- The wetlands are considered temporary marsh wetlands classified as Class II wetlands. They typically flood for a short period of time after snowmelt or heavy rain events. During dry years, these wetlands can be difficult to spot. Crown claim of ownership is not expected.
- Tree cover is mainly in the form of shelter belts or small treed pockets. Mature shelter belts can be found along the quarter section boundaries.
   There are several pockets of treed areas within proximity of the northern and western boundaries of the Plan Area.





**MAP 2: TOPOGRAPHY** 



### MAP 3A: NATURAL FEATURES



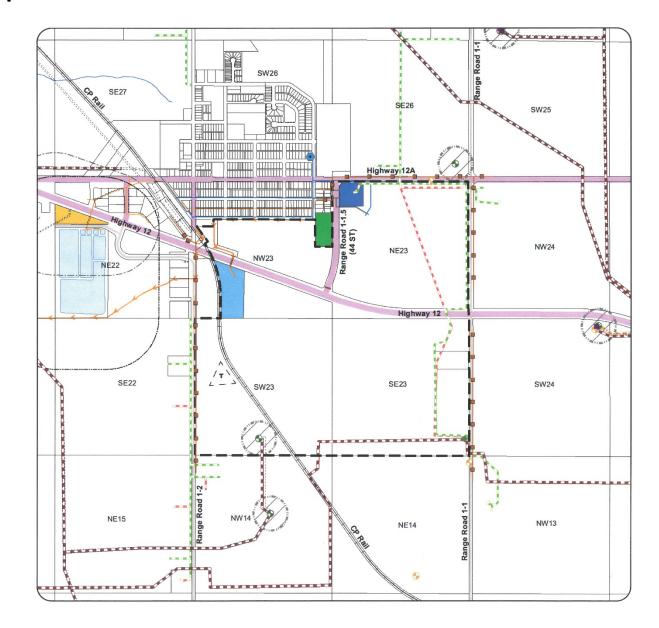




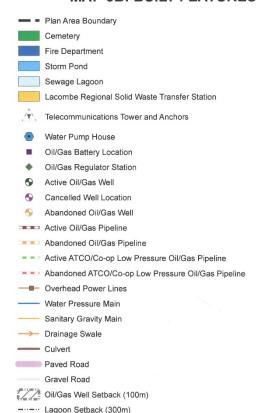


# What features are found in and around the plan area?

- Bentley cemetery located in the NW 23 along Range Road 1-1.5.
- Canadian Pacific Railway line crosses diagonally through the SW 23. It is mostly straight and there are seven existing culverts under the railway tracks that allow drainage flow from east to west.
- Bentley District Fire Department is located within the northwest corner of the NE 23.
- A Town storm pond is located on the south side of Highway 12 in the NW 23.
- Highway 12A borders the NE 23 and provides direct access to the Fire Department site.
- Highway 12 crosses east-west through the northern and central portion of the Plan Area and connects to Highway 20, which is located approximately 1.7 kilometres west. It is presently a two lane highway and maintains a speed of 100 km/h throughout the stretch through the Plan Area.
- The SW 23 contains a telecommunication tower within its northwest quadrant, west of the CP railway.
- An active oil/gas well is located in the SW 23, west of the CP rail, just north of the southern boundary. This comes with a 100m setback that poses few issues for most commercial and industrial uses.
- Two high pressure mains run through the SE 23 and SW 23. One high
  pressure main enters the SW 23 in its southeast corner and then runs
  east in to the SE 23 to a regulator station that is located to the west of
  Range Road 1-1. The other enters the SW 23 perpendicular to its
  southern boundary and connects to the oil/gas well in the SW 23.
- The Town's sewage lagoon is located approximate 600m west of the Plan Area.
- The Lacombe Regional Solid Waste Transfer Station is north of the sewage lagoon.



#### **MAP 3B: BUILT FEATURES**



--- Regional Solid Waste Transfer Station (300m Setback)



View of Town storm pond in foreground and telecommunication tower in SW 23 in background







# What types of land use are planned?

- Map 4 shows the future land use concept that has been created thus far. It builds on the higher level planning for the Plan Area shown in the Town of Bentley/Lacombe County Intermunicipal Development Plan, which was last updated in 2018, and the Town of Bentley Municipal Development Plan that was updated in 2016.
- The area structure plan and servicing assessments provide more detail than what was considered in 2018 and is an opportunity for some refinement or more detailed planning.

### **Highway Commercial**

- Areas are visible and accessible along Highway 12 and Range Road 1-1.5 to cater to area residents and passing travellers. Examples of commercial use include restaurants with drive through facilities, hotels, retail strip plazas, gas stations, and commercial entertainment.
- Expected to be vehicle oriented and require larger size parcels. Some parcels may develop as stand alone businesses and some may develop as small scale plazas with two or more buildings.





### **Light and General Industrial**

- Combined light and general industrial represent the majority of the land use categories shown on Map 4. Both are meant to accommodate a wide variety of industrial uses. Light industrial occupies the most visible locations as these uses may be more visually appealing. General industrial is oriented to the interior.
- The types of industrial uses possible include warehousing and distribution centres (light) ranging to food processing and fabrication businesses (general). A wide range of parcel sizes is meant to accommodate from 2 acre parcels to 20+ acre parcels.



## **Municipal Reserve (Park Space)**

- Limited areas are identified as municipal reserve or park space given the planned commercial and industrial nature of the area.
- Lands shown as municipal reserve on Map 4 are meant to provide for trails along the edge of the area or into the commercial area. Some of these spaces are meant for landscaped buffers where residential is near the future commercial or industrial.

## **Public Utility Lot**

- Map 4 shows each future storm pond location as a public utility lot and provides some areas for drainage routes into/out of the ponds.
- The large storm pond location in the centre of the Plan Area may also serve as a public open space features a trail and entranceway signage.



#### **Public Institutional**

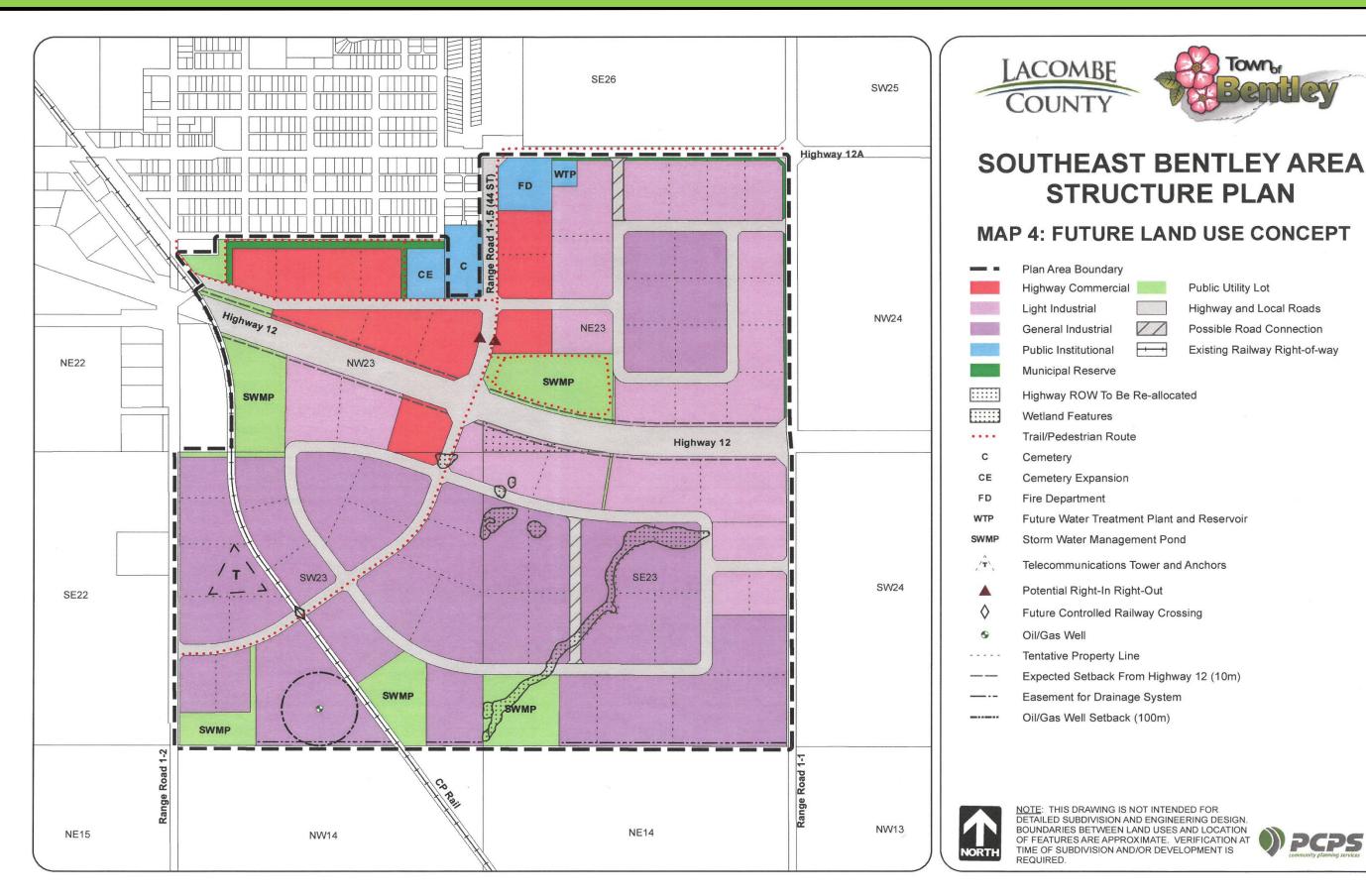
The sites identified as public institutional use account for existing
public facilities like the fire hall and the cemetery. This category also
includes space for future expansion of the cemetery and the creation
of a new water treatment plant and reservoir.

















# What is involved in servicing development in the plan area?

- Stantec Consulting Ltd. prepared a series of servicing assessments and concept plans based on the draft land use concept.
- Assessments included available water supply, capacity and ability to expand the municipal water and wastewater systems, and means of addressing stormwater management.

### Water Supply (Hydrogeology)

- Town water supply currently comes from three groundwater wells which have capacity to supply 3% annual growth in water demand for the next 21-25 years. After 21 years a fourth well may be need.
- Groundwater in and around Bentley is abundant. Expanded Town use can occur without negatively impacting other groundwater users.
- Large industrial water users could provide their own groundwater well independently of the Town water system.

## **Town Water Servicing (See Map 5A)**

- Town has a water treatment plant and three storage reservoirs with capacity to treat and store 1,671 m<sup>3</sup> of water. Approximately 400 m<sup>3</sup> of this capacity is available for future growth for residential, commercial and industrial uses.
- Water system capacity may last 30 years based on 3% annual growth in current water usage. Actual use of capacity depends on the water needs of the areas and uses developing first.
- Development of the Town and the Plan Area will require a capacity to treat and store 2,183 m<sup>3</sup>. Expansion of water treatment and storage capacity should be a new treatment plant and reservoir located to the east of the Fire Hall in the NE 23.

- Future development in the Plan Area will require extension of 200 mm to 300 mm diameter water mains (shown conceptually on Map 5A) to deliver 0.05 liters/sec/hectare water flow for daily use and a minimum fire flow of 150 liters/sec.
- A new pressure zone boundary will need to be created, generally following the CP Railway, to create a high pressure zone and a lower pressure zone.

### **Town Wastewater Servicing (See Map 5A)**

- The existing storage cells at the Town's sewage lagoon have a total storage capacity of 217,036 m<sup>3</sup>. There is capacity for the next 20 years based on 3% annual growth in current wastewater flow rate of 331 m<sup>3</sup>/day.
- Development of the Town and the Plan Area, assuming a flow rate of 0.05 liters/sec/hectare for the Plan Area, will require expansion of the sewage lagoon to accommodate 666,125 m<sup>3</sup>. This needs about 28 hectares of land – likely to the west of the existing lagoon.
- New wastewater mains will be needed to service the Plan Area (shown conceptually on Map 5A). A 450 mm main would extend from the sewage lagoon to Range Road 1-2. Two mains would then branch off a 250 mm main for the area north of Highway 12 and a 300 mm main for the area to the south.

## **Stormwater Servicing (See Map 5B)**

- Stormwater run-off from the Plan Area needs to address the volume of water released (avoid downstream flooding) and the quality of the water (avoid contamination) going into the Blindman River.
- Alberta Environment and Parks has set the pre-development release rate at 4.0 liters/sec/hectare which is a key variable in the size of each stormwater pond.
- Each quarter section has been designed to have one or more stormwater ponds (shown conceptually on Map 5B) to control run-off from the quarter section. The location of the ponds is based on the low spots in each quarter section to avoid excessive grading.
- Each pond is envisioned to be a wet pond which contains water on a permanent basis and uses riparian vegetation to help manage contaminants.
- Upstream ponds release into downstream drainage ditches and/or pipes to eventually reach the Blindman River. Drainage easements are recommended for each outfall route crossing private lands to reach the river.

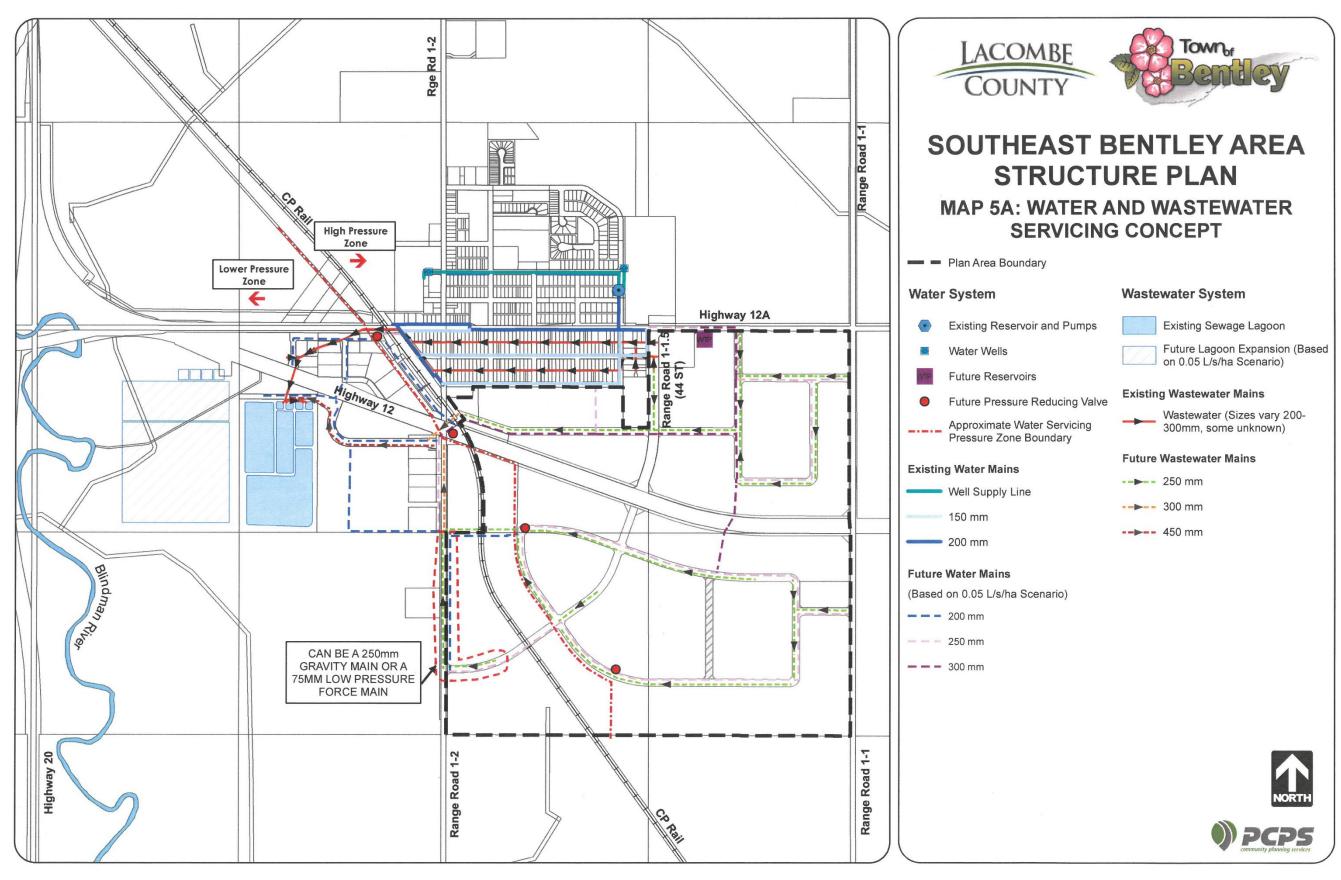


View of Town sewage lagoon





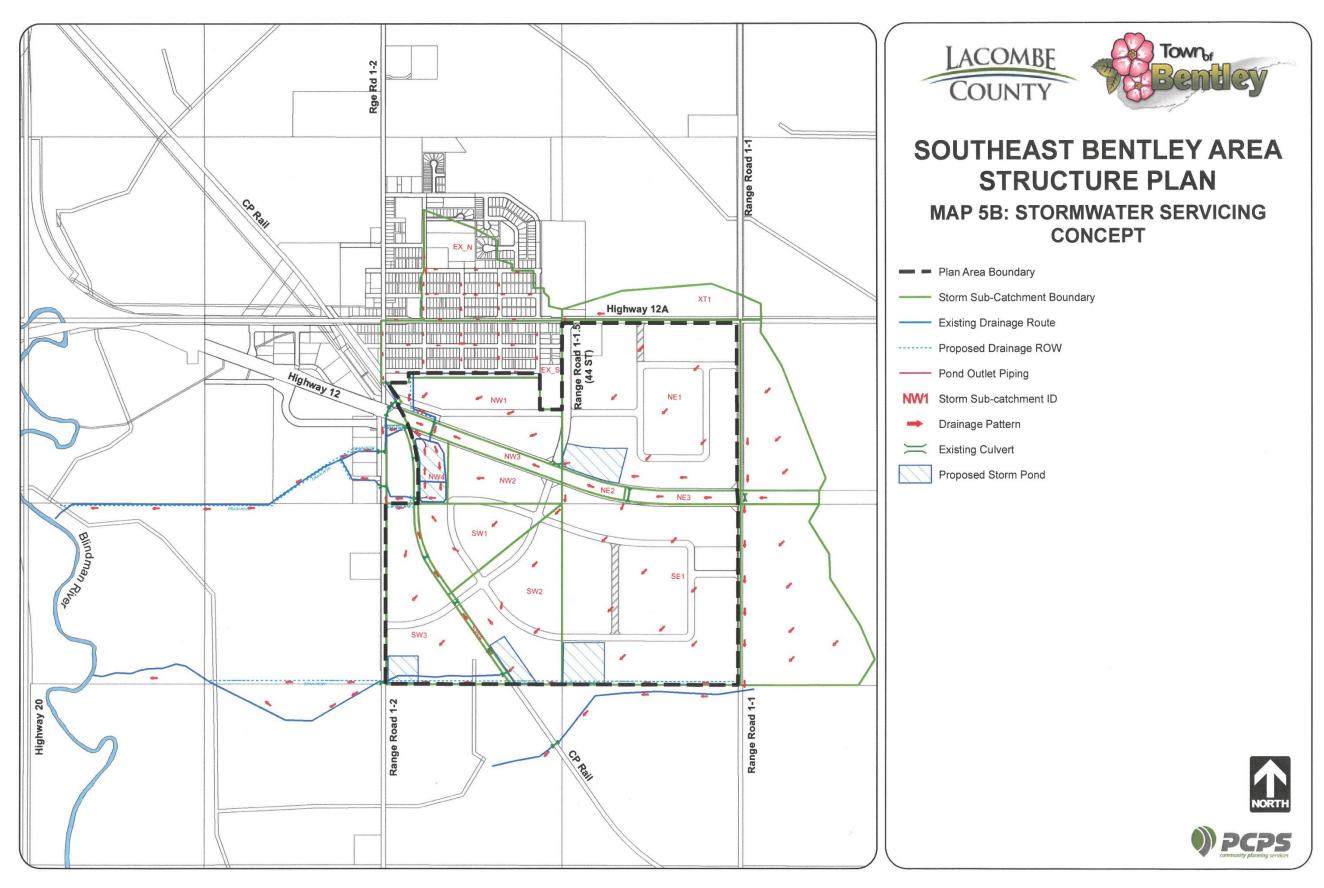


















# What road improvements are needed?

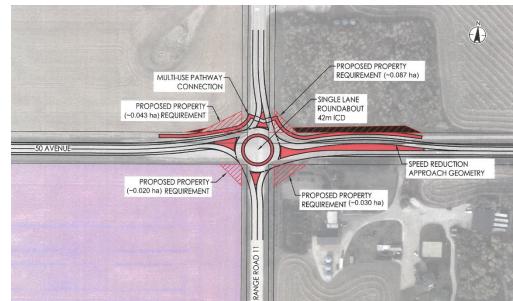
- In addition to land uses, Map 4 shows a network of future local roads connecting to the existing Highways and Range Roads. Land area has also been identified for the future widening of Highway 12 to become a four-lane highway.
- To understand the improvements needed at key intersections, Stantec Consulting Ltd. undertook a transportation impact assessment (TIA).
   The TIA looks at existing traffic patterns and then projects the additional traffic from development in the Plan Area based on the land uses shown on Map 4. It then identifies the improvements to each intersection over the long term.

Highway 12 A State Department 1 Page 2 Page

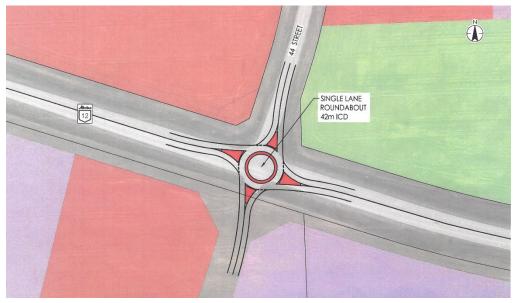
Figure 1.2 - Road Network and Study Intersections

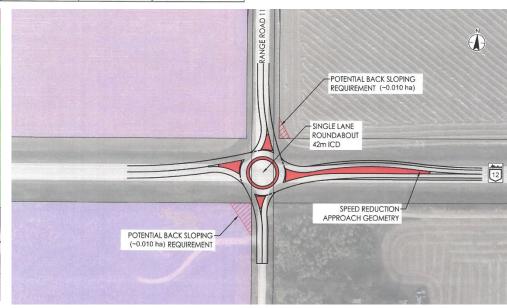
- The conclusions of the TIA are shown in the table and concept drawings for four intersections that may become future roundabouts.
- Only one intersection Highway 12 and Range Road 1-1.5/44 Street is not proposed to be developed as a roundabout.





Scenario	ASP Staging	Recommended Infrastructure Adjustments				
		Hwy 12 & 44 Street	Hwy 12 & Range Road 1-1	Hwy 12 & 52 St	Hwy 12A & 44 Street	Hwy 12A & Range Road 1-1
Existing Conditions	0%	No change	No change	No change	No change	No change
2037 15-Year Horizon	50%	Signalized intersection with turn lanes on Highway 12 or a single lane roundabout	Signalized intersection with turn lanes on Highway 12 or a single lane roundabout	No change	Upgrade to Type IIa with an eastbound right turn lane	Signalized intersection or a single lane roundabout
2052 30-Year Horizon	100%	No additional improvements required	No additional improvements required	Signalized intersection or a single lane roundabout	No additional improvements required	No additional improvements required













## Greg Rathjen

- Dec 6 Budget Workshop
- Dec 13 Emergency Management Advisory Committee
- Dec 13 Regula Council Meeting
- Dec 14 Mayor/Rural leaders from Central Alberta
  - Presentation from leaders of Central Alberta Search and Rescue Team (volunteer group that is available to our area when we face a crisis). Very encouraging to know who comes at the call. Also interesting how they raise almost all of their own funding.



### **Brenda Valiquette**

- Dec 6 Budget Workshop
- Dec 13 Emergency Management Advisory Committee Meeting
- Dec 13 Regular Council Meeting
- Christmas break until January



#### Pam Hansen

- Dec 6 Budget Workshop
- Dec 13 Emergency Management Advisory Committee Meeting
- Dec 13 Regular Council Meeting



#### **Lenore Eastman**

- Dec 6 Budget Workshop
- Dec 13 Emergency Management Advisory Committee
- Dec 13 Regular Council Meeting



### **Dale Grimsdale**

- Dec 6 Budget Workshop
- Dec 13 Emergency Management Advisory Committee Meeting
- Dec 13 Regular Council Meeting
- Christmas Break until January