

AGENDA ITEM REPORT



Title: Road Closure Bylaw 931-P-02-26 (2nd, 3rd Readings) - Spencer Croil, Director of Corporate and Strategic Initiatives

Report Type: Bylaw

Report Author: Spencer Croil

Meeting: Regular Council Meeting - 19 May 2026

Department: Admin

Reviewed by Supervisor/Peer: Kalen Hastings, CAO

TOPICS:

OBJECTIVE:

The purpose of this report is to present to Council Bylaw 931-P-02-26, being a road closure bylaw intended to close a portion of road allowance in order to facilitate the relocation of road (realignment) within the Canal Crossings neighbourhood, for consideration of 2nd and 3rd readings.

PREVIOUS COUNCIL DIRECTION:

First Reading - March 16, 2026

Public Hearing - April 7, 2026

ANALYSIS:

The Bylaw has been approved by Alberta Transportation and Economic Corridors (ATEC), and has received the Minister's signature.

KEY CONSIDERATIONS:

As noted in the agenda report submitted for First Reading, the greatest risk with realigning a road ROW in an area that is actively under development is not accurately capturing and protecting utilities that may already be in place to serve the development. As per the requirements of the GOA's Road Closure process, utilities providers are notified as a part of the bylaw circulation, and undertake a thorough review of the proposed closure and realignment to ensure their assets are protected.

Regarding the reduction of ROW width from 20 metres to 17.5 metres, the Town makes use of the City of Lethbridge's road design standards and for the type of road that Canal Way is classified as (a local road), a 16.5 metre width would meet ROW requirements as per the City's standard. The 17.5 metre width is in excess of the City's standard by 1 metre. For comparison's sake, many roads in other neighbourhoods such as Cottonwood Estates are within a 16.5 metre ROW.

Bylaw Revision Requirement

A previous road closure bylaw formed the basis of the text for Bylaw 931-P-02-26. As a result, the information in the third paragraph of the bylaw, starting with "Whereas" makes note of the public hearing having been advertised for and occurred on February 23rd, 2026.

As a result, ATEC representatives have indicated there is no need to re-process the bylaw, but rather that the Town can prepare a simple revising bylaw that corrects the clerical error made by the file manager. Administration anticipates a revising bylaw will be ready for Council's consideration at the Regular Meeting of June 8th, 2026.

A corrected version of the bylaw is attached to this report, for reference.

FINANCIAL IMPACT:

N/A

STAKEHOLDER ENGAGEMENT:

As of the date of the preparation of this report, all utilities companies have responded to the required notification of the road closure. All providers except for Telus have existing infrastructure protected by way of easements or will capture infrastructure in easements anticipated to be in place as development in the area continues. Telus is the only provider that required additional ROW as a part of the road closure process, and easements have been executed and are ready for registration.

DECISION OPTIONS:

Upon consideration for the information provided in this report, Council may wish to:

- 1) pass Bylaw 931-P-02-26 for Second and Third Readings, as presented (recommended);
- 2) table Bylaw 931-P-02-26 for more information.

RECOMMENDATION:

THAT Council provide SECOND reading of Road Closure Bylaw 931-P-02-26, as presented.

and

THAT Council provide THIRD and FINAL reading of Road Closure Bylaw 931-P-02-26.

RATIONALE:

Passing Bylaw 931-P-02-26 for Second and Third Reading will allow for the road closure to be finalized, and the subsequent registration of the new alignment to occur.

STRATEGIC ALIGNMENT WITH COUNCIL STRATEGIC PLAN:



1. Transportation & Mobility



2. Asset Management



3. Community Care & Safety



4. Community Experience



5. Governance & Advocacy



6. Growth & Investment

ATTACHMENTS:

- [ATEC letter and signed bylaw - May 1, 2026](#)
- [Road Closure Bylaw 931-P-02-26 - corrected](#)



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

TELEPHONE NO: 780-427-7902
Toll Free Connection Dial 310-0000

May 1, 2026

Town of Coaldale
1801 20 Ave
Coaldale, AB T1M 1M1

Attention: Spencer Croil

RE: ROAD CLOSURE – BYLAW 931-P-02-26 (RPATH0070993)

Enclosed are:

1. the above noted bylaw which was approved by Alberta Transportation and Economic Corridors for closure and disposal on April 30, 2026.
2. Endorsed copies of the right of way agreement with Telus *which must be registered concurrently* with the bylaw at Land Titles.

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

Please notify me when registration is complete.

Yours truly,

Laura Miller

Digitally signed by
Laura Miller
Date: 2026.05.01
08:37:36 -06'00'

Acting Road Closure Lead

cc: Leah Olsen
Development and Planning Technologist
Lethbridge, Alberta

Enclosures

**BYLAW 931-P-02-26
TOWN OF COALDALE
PROVINCE OF ALBERTA**

**BEING A BYLAW OF THE TOWN OF COALDALE FOR THE PURPOSE
OF CLOSING TO PUBLIC TRAVEL A PUBLIC ROADWAY**

WHEREAS, the lands hereafter described, and as illustrated in attached 'Schedule A' are no longer required for public travel, and

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

WHEREAS, notice of the intention of Council to pass a bylaw has been given in accordance with Section 606 of the *Municipal Government Act* by way of advertising the public hearing for this bylaw, held on February 23, 2026 at 5:00 pm, for two consecutive weeks in a locally circulating newspaper (the Sunny South Newspaper) on February 10th, 2026 and February 17th, 2026, and by mailing notification of the proposed bylaw to adjacent property owners and relevant referral agencies in advance of the public hearing, and

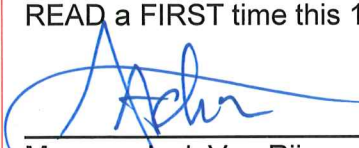
WHEREAS, Council was not petitioned for an opportunity to be heard by any person claiming to be prejudicially affected by the bylaw.

NOW THEREFORE in accordance with Section 22 of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended, be it resolved that the Council of the Town of Coaldale in the Province of Alberta does hereby close to public travel and disposing of the following described roadway, subject to rights of access granted by other legislation:

**PLAN 241 0242, THAT PORTION OF CANAL STREET AND
CANAL WAY
CONTAINED WITHIN PLAN 2511030 WHICH LIE WITHIN AREA
A, ROAD CLOSURE PLAN 261 _____,
CONTAINING 0.355 HA (0.877 ACRES) MORE OR LESS**

This bylaw comes into force on the date it is passed.

READ a FIRST time this 16th day of March, 2026, for Road Closure Bylaw 931-P-02-26.



Mayor – Jack Van Rijn
Motion: 84-2026



CAO – Kalen Hastings

APPROVED this 30 day of April, 2026



Minister of Transportation and Economic Corridors

READ a SECOND time this _____ day of _____, 2026, for Road Closure Bylaw 931-P-02-26.

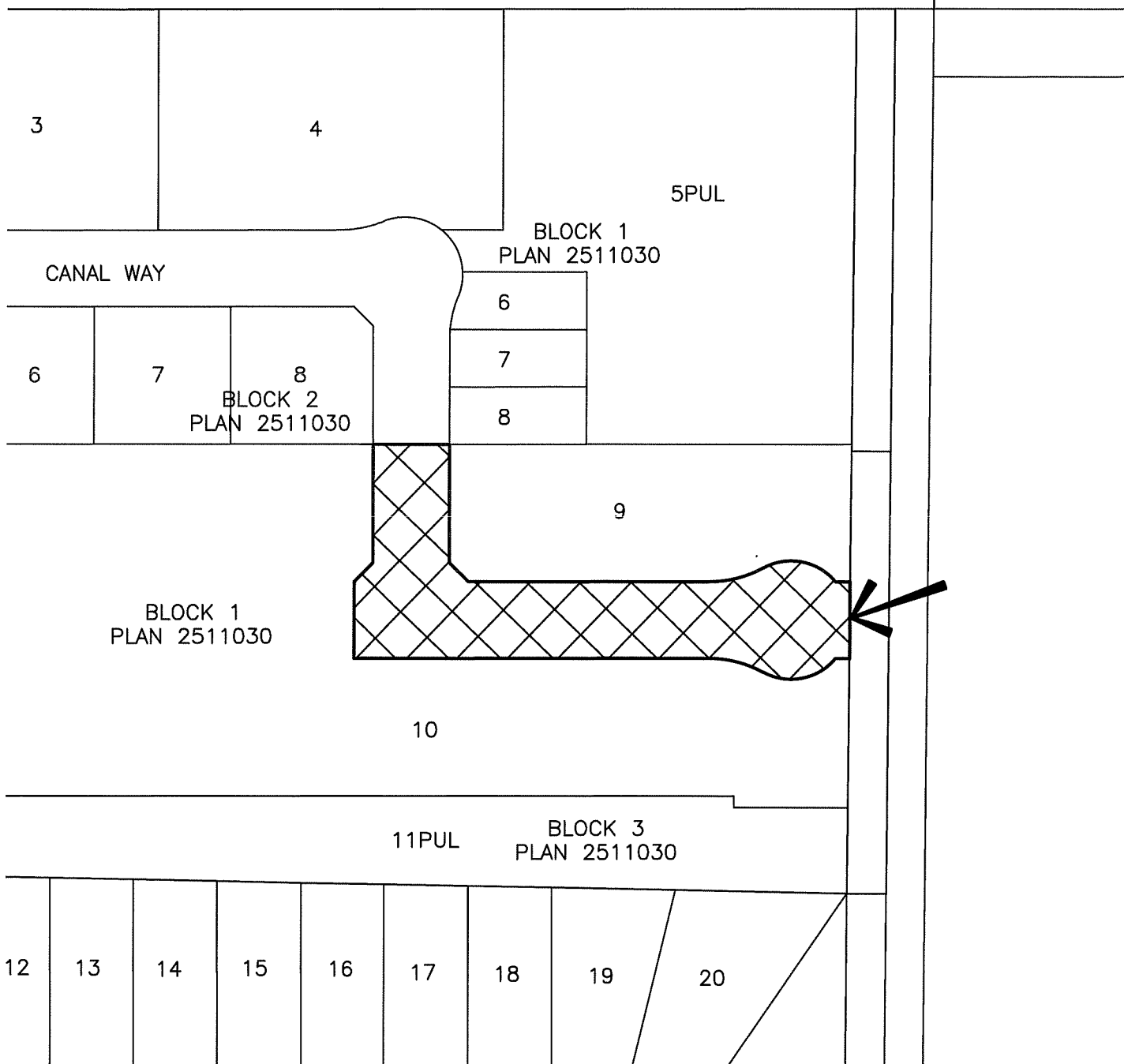
Mayor – Jack Van Rijn
Motion #

CAO – Kalen Hastings

READ a THIRD and FINAL time this _____ day of _____, 2026, for Road Closure Bylaw 931-P-02-26.

Mayor – Jack Van Rijn
Motion #

CAO – Kalen Hastings



PROPOSED ROAD CLOSURE

 THE ROAD RIGHT OF WAY WITHIN PLAN 2511030, BLOCK 1 LYING BETWEEN LOTS 9 - 10

MUNICIPALITY: TOWN OF COALDALE
 DATE: 6 FEBRUARY 2026

BYLAW #: 931-P-02-26
 DATE: _____

RIGHT-OF-WAY AGREEMENT

TELUS File: ABROW-1203

I/We, His Majesty the King in Right of the Province of Alberta as represented by the Minister of Transportation and Economic Corridors (the "Grantor"), being the registered owner of the lands described as follows:

PLAN 241 0242, THAT PORTION OF CANAL STREET AND CANAL WAY
CONTAINED WITHIN PLAN 2511030 WHICH LIE WITHIN AREA A,
ROAD CLOSURE PLAN 261 _____,
CONTAINING 0.355 HA (0.877 ACRES) MORE OR LESS

(the "Lands")

DO HEREBY in consideration of payment of ONE DOLLAR (\$1.00) and their good and valuable consideration, the receipt of which is hereby acknowledged, GRANT AND TRANSFER to

TELUS Communications Inc.
LAND SOLUTIONS
2ND FLOOR, 2930 CENTRE AVENUE NE
CALGARY, AB T2A 4Y2

(the "Grantee")

the non-exclusive rights, license, privileges, easement and right-of-way in, through, over and under that part of the Lands, described as follows:

PLAN 241 0242, THAT PORTION OF CANAL STREET AND CANAL WAY
CONTAINED WITHIN PLAN 2511030 WHICH LIE WITHIN AREA A,
ROAD CLOSURE PLAN 261 _____,
CONTAINING 0.355 HA (0.877 ACRES) MORE OR LESS

(the "Right-of-Way Area") for the purpose of constructing, maintaining, repairing and replacing, cables, data transmission, wires and transmission lines including, without limitation, telephone, and telecommunication lines or any one or more of them, together with all other telecommunication facilities (collectively, the "Facilities"), to be laid under, over or across the Right-of-Way Area, the said grant and transfer to include and being subject to the following terms and conditions, namely:

1. This Agreement continues in perpetuity from the date this Agreement is executed by the Grantor and the Grantee.
2. The Grantee, its employees, agents, contractors and subcontractors shall have the right to ingress, egress and to pass and repass on the Right-of-Way Area either on foot or by means of vehicles or necessary equipment, and to occupy and remain on the Right-of-Way Area with machinery, equipment and materials for all purposes provided above.
3. There is included in the grant and transfer to the Grantee the right to do whatever is requisite for the full enjoyment of the rights, license, privileges, easement and right-of-way specifically granted to the Grantee.

Initial Here _____

4. The Grantor agrees that the Facilities shall remain chattels and notwithstanding any rules of law to the contrary, shall remain the sole and exclusive property of the Grantee and may be removed by the Grantee.
5. Provided that the Grantee performs and observes the covenants on its part in this agreement, the Grantee shall peaceably hold and enjoy the rights, license, privileges, easement and right-of-way hereby granted without hindrance, molestation or interruption from the Grantor or any person claiming through, under or for the Grantor.
6. Any and all of the rights, licences, privileges, easements, right-of-way and benefits of the Grantee hereunder are assignable to and may be held, enjoyed and exercised by any affiliate of the Grantee whether pursuant to, or in connection with, any corporate or other reorganization of the Grantee or otherwise. The Grantee shall also have the right to assign the rights, licences, privileges, easements, right-of-way and benefits hereby granted, in whole or in part, without the consent of the Grantor to permit third parties to exercise the rights, licences, privileges, easements, right-of-way and benefits hereby granted, in whole or in part, on their own or together with the Grantee or other third parties and, in the event such permission is granted by the Grantee, any reference herein to the Grantee shall also apply to such third parties. For purposes of this Clause 6, "affiliate" means any affiliated body corporate of the Grantee Corporation as defined in the *Canada Business Corporations Act*, as well as any partnership or other unincorporated association in which the Grantee Corporation or any of its affiliated bodies corporate (as so defined) has a direct or indirect controlling interest.
7. The Grantee may, as to all or any part of the Lands, discharge, in whole or in part, any rights granted to the Grantee by this Agreement. The Grantee may, at any time, abandon all or part of the Facilities without affecting the rights granted to the Grantee by this Agreement.
8. The Grantee shall have the right of access to the Right-of-Way Area across the remainder of the Lands, provided that such right of access shall be used in an emergency.
9. The Grantee, in carrying out such operations will do so in workmanlike manner so as to minimize the damage and inconvenience to the owner or occupier of the said Lands and any excavations or workings the Grantee makes shall, so far as is reasonably practicable, be restored to their former condition. The replacement of trees, shrubs and landscaping other than grass is not practical and the Grantee is under no liability for replacement but shall pay crop loss and damages resulting from such operations.
10. The Grantor covenants and agrees that the Grantor will exercise reasonable efforts to not build, erect or maintain nor permit or suffer to be built, erected or maintained on the Right-of-Way Area any pit, foundation, pavement, building or structure, and will not plant or maintain, nor allow or suffer to be planted or maintained thereon any trees, shrubs, or landscaping which would or could impede, hinder or prevent access or the exercise of any of the rights granted to the Grantee herein to the Facilities, nor allow changes to the design or existing surface grades. If in the case that any trees, shrubs or landscaping would be planted and maintained on the Right-of-Way Area, the Grantee shall not be liable for damages incurred in times of required access or egress to the Facilities for the purposes and rights granted to it and in emergency circumstances.
11. The Grantee will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of actions or costs that the Grantor may suffer or be put to by reason of anything done by Grantee in the exercise of the rights and privileges granted to it.
12. This Agreement and the rights, license, privileges and easements granted to the Grantee are and shall be covenants running with the Lands.

Initial Here _____

- 13. The rights, license, privileges, easements and obligations of Grantee and the Grantor shall extend to and shall be binding upon Grantee, its successors and assigns, and upon the Grantor, and the Grantor's heirs, personal representatives, successors and assigns.
- 14. The person securing this agreement for Grantee has no authority to make any agreement, representation or warranty not specifically set forth herein. This is the entire agreement between Grantee and the Grantor respecting this Agreement. No modification, amendment or discharge of this agreement shall be valid unless the same is in writing and signed by the parties.

IN WITNESS WHEREOF this Agreement has been executed on the 30 day of April, 2026.

[seal]



Date

Witness

**His Majesty the King in Right of the
Province of Alberta as Represented
by the Minister of Transportation and
Economic Corridors**

Feb. 26, 2026



[seal]

Date

Witness

TELUS Communications Inc.

Initial Here _____

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TELUS File: ABROW-1203

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1. This Agreement continues in perpetuity from the date this Agreement is executed by the Grantor and the Grantee.
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IN WITNESS WHEREOF this Agreement has been executed on the 30 day of April, 2026.

[seal]



Date

Witness

**His Majesty the King in Right of the
Province of Alberta as Represented
by the Minister of Transportation and
Economic Corridors**

Feb. 26, 2026

[seal]



Date

Witness

TELUS Communications Inc.

Initial Here _____

**BYLAW 931-P-02-26
TOWN OF COALDALE
PROVINCE OF ALBERTA**

**BEING A BYLAW OF THE TOWN OF COALDALE FOR THE
PURPOSE OF CLOSING TO PUBLIC TRAVEL A PUBLIC
ROADWAY IN ACCORDANCE WITH SECTION 22 OF THE
MUNICIPAL GOVERNMENT ACT, REVISED STATUTES OF
ALBERTA 2000, CHAPTER M-26, AS AMENDED.**

WHEREAS, the lands hereafter described, and as illustrated in attached 'Schedule A' are no longer required for public travel, and

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

WHEREAS, notice of the intention of Council to pass a bylaw has been given in accordance with Section 606 of the *Municipal Government Act* by way of advertising the public hearing for this bylaw, held on April 7th, 2026 at 5:00 pm, for two consecutive weeks in a locally circulating newspaper (the Sunny South Newspaper) on March 24th, 2026 and March 31st, 2026, and by mailing notification of the proposed bylaw to adjacent property owners and relevant referral agencies in advance of the public hearing, and

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

NOW THEREFORE be it resolved that the Council of the Town of Coaldale in the Province of Alberta does hereby close to public travel and disposing of the following described roadway, subject to rights of access granted by other legislation:

**PLAN 241 0242, THAT PORTION OF CANAL STREET
AND CANAL WAY
CONTAINED WITHIN PLAN 2511030 WHICH LIE WITHIN
AREA A, ROAD CLOSURE PLAN 261_____,
CONTAINING 0.355 HA (0.877 ACRES) MORE OR LESS**

This bylaw comes into force on the date it is passed.

READ a FIRST time this 16th day of March, 2026, for Road Closure Bylaw 931-P-02-26.

Mayor – Jack Van Rijn
Motion #

CAO – Kalen Hastings

APPROVED this _____ day of _____, 2026

Minister of Transportation and Economic Corridors

READ a SECOND time this _____ day of _____, 2026, for Road Closure Bylaw 931-P-02-26.

Mayor – Jack Van Rijn
Motion #

CAO – Kalen Hastings

READ a THIRD and FINAL time this _____ day of _____, 2026, for Road Closure Bylaw 931-P-02-26.

Mayor – Jack Van Rijn
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