

**M.D. of Ranchland No.66
Council Meeting Agenda**

**Municipal Building
Chain Lakes Provincial Park**

**May 2, 2023
at 1:00 PM**

1. CALL TO ORDER

Pages:

2. ACCEPTANCE OF AGENDA

3. APPROVAL OF MINUTES

- A. Council Meeting of April 18, 2023.....Pages 3-6
- B. Bylaw 2023-01 - Public Hearing Minutes April 18, 2023
- C. Bylaw 2023-02 - Public Hearing Minutes April 18, 2023

4. DELEGATION'S SCHEDULE

A.

5. EXTERNAL CORRESPONDENCE – (for information)

- A. Administration/ Finance**
- B. Public Works**
- C. Agriculture/ Parks & Recreation**
- D. Emergency/ Protective Services**
- E. Legislative / Planning /Development**
- F. Other Business**

6. BUSINESS – (action items)

A. Administration/ Finance

- ii. 2023 Year-to-date Budget Report.....Page 7
- iii. Proposed minor amendment to the Capital Budget.....Pages 8-9

B. Public Works

- ii. Watercourse crossing - Grant Agreement.....Pages 10-25

C. Agriculture/ Parks & Recreation

- ii. Schedule of Producer Weed Assistant Programs.....Pages 26/27

iii.	Producer Weed Assistant Program Application.....	Pages 28-32
iiii.	Weeds List.....	Pages 33-35

D. Emergency/Protective Services

- i. .

E. Legislative/& Planning/Development

- i. Municipal Census Regulation Information Pages 36-43

F. Other Business

- i. Temporary Appointment- Nanton Community Health Centre CommitteePage 44
- ii. Nanton Children’s Festival Sponsorship requestPages 45-46
- iii.

7. IN-CAMERA (closed session)

- A. L.O Report to Council
- B.

8. BUSINESS ARISING FROM IN-CAMERA

- A. Administration/ Finance
- B. Public Works
- C. Agriculture/ Parks & Recreation
- D. Emergency/Protective Services
- E. Legislative /& Planning /Development
 - i. L.O Report to council
- F. Other Business

9. ADJOURNMENT

M.D. of Ranchland No. 66
Minutes of the Regular Council Meeting
Tuesday, April 18, 2023

The meeting of the Council of the Municipal District of Ranchland No. 66 was held in Council Chambers in the Municipal Office located at the Chain Lakes Provincial Park on Tuesday, April 18, 2023, commencing at 1:00 p.m.

IN ATTENDANCE

Ron Davis, Reeve
Harry Streeter, Deputy Reeve
Cam Gardner, Councillor

Robert Strauss, Chief Administrative Officer
Greg Brkich, Accountant
Sheldon Steinke, Council Liaison

Steve Harty, Senior Planner ORRSC
Kattie Schlamp, Assistant Planner ORRSC
Mina Church, CPA, BDO Canada LLP
Dillon Ascione, CPA, BDO Canada LLP

CALL TO ORDER

Reeve Davis called the meeting to order at 10:46 a.m.

ACCEPTANCE OF AGENDA

Motion No. 23/04/18/110 MOVED by Deputy Reeve Streeter that the agenda be adopted as amended with the addition of:

6.E.iv – Economic Development Week
7.C – Parks Personnel Update

CARRIED

ACCEPTANCE OF MINUTES

Motion No. 23/04/18/111 MOVED by Councillor Gardner that the minutes of the April 04, 2023, meeting be adopted as presented.

CARRIED

EXTERNAL CORRESPONDENCE

Motion No. 23/04/18/112 5.E.(i) Ministerial Order 24/23 -ICFs – Minster of Municipal Affairs
MOVED by Deputy Reeve Streeter that the external correspondence items be accepted for information.

CARRIED

BUSINESS

6.A.i – Bank Rec. and Cheque Registrar

Motion No. 23/04/18/113 MOVED by Councillor Gardner that the Bank Rec. and Cheque Registrar presented be accepted for information.

CARRIED

6.B.ii – Highway #22 Construction Update

Motion No. 23/04/18/114 MOVED by Councillor Gardner that the Highway #22 Construction Update be accepted for information.

CARRIED

IN-CAMERA

Motion No. 23/04/18/115 MOVED by Reeve Davis that, in accordance with Section 197 of the Municipal Government Act, Council moves into a closed meeting at 11:32 a.m. to discuss matters involving advice from officials and confidential evaluations, per sections 24 and 19 of the Freedom of Information and Protection of Privacy Act (FOIP)

CARRIED

Motion No. 23/04/18/116 MOVED by Reeve Davis that Council return to an open meeting at 3:30 p.m.

CARRIED

Reeve Davis recessed the meeting at 12:14 p.m.
Reeve Davis resumed the meeting at 12:56 p.m.

Steve Harty, Senior Planner ORRSC joined the meeting at 12:56 p.m.
Katie Schlamp, Assistant Planner ORRSC joined the meeting at 12:56 p.m.

6.E.i – Council Public Hearing Procedure

Motion No. 23/04/18/117 MOVED by Deputy Reeve Streeter that the external correspondence items be accepted for information.

CARRIED

Reeve Davis recessed the meeting at 1:06 p.m. for the public hearing for Bylaw 2023-01.
Reeve Davis resumed the meeting at 1:26 p.m.

Reeve Davis recessed the meeting at 1:27 p.m. for the public hearing for Bylaw 2023-02.
Reeve Davis resumed the meeting at 2:00 p.m.

Motion No. 23/04/18/118 6.E.i – M.D. of Ranchland Land Use Bylaw No. 2023-01
MOVED by Councillor Gardner to give second reading of the Land Use Bylaw No. 2023-01.

CARRIED

Motion No. 23/04/18/119 MOVED by Deputy Reeve Streeter to give third reading of the Land Use Bylaw No. 2023-01.

CARRIED

Motion No. 23/04/18/120 6.E.ii – Road Closure Bylaw No. 2023-02
MOVED by Reeve Davis that administration prepare a draft cover letter and information package regarding Road Closure Bylaw 2023-02, for submission to the Alberta Minister of Transportation and Economic Corridors and furthermore that the draft cover letter and information package be reviewed at the May 16th, 2023, Council meeting prior to being issued.

CARRIED

Steve Harty, Senior Planner ORRSC left the meeting at 2:04 p.m.
Katie Schlamp, Assistant Planner ORRSC left the meeting at 2:04 p.m.

Mina Church, CPA, BDO Canada LLP joined the meeting at 2:06 p.m.
Dillon Ascione, CPA, BDO Canada LLP joined the meeting at 2:06 p.m.

Motion No. 23/04/18/121 6.A.ii – 2022 MD of Ranchland - Audited Financial Statements
MOVED by Deputy Reeve Streeter to approve the transfer of \$168,616.00 to the Capital Reserves effective as of Dec. 31, 2022.

CARRIED

Motion No. 23/04/18/122 MOVED by Councillor Gardner to approve the 2022 Audited Financial Statements as presented.

CARRIED

Mina Church, CPA, BDO Canada LLP left the meeting at 2:43 p.m.
Dillon Ascione, CPA, BDO Canada LLP left the meeting at 2:43 p.m.

Motion No. 23/04/18/123 6.E.iv - Economic Development Week
MOVED By Reeve Davis that the discussion be accepted for information.

CARRIED

Motion No. 23/04/18/124 6.F.i – Nanton Junior Rodeo Sponsor Request
MOVED by Deputy Reeve Streeter that the MD of Ranchland No.66 approves a 2023 Nanton Junior Rodeo Sponsorship, in the amount of \$500.00, the choice of which event will be determined by the Nanton Junior Rodeo Committee.

CARRIED

Motion No. 23/04/18/125 6.E.ii – HRD Health Care Foundation, Annual Sponsorship Request
MOVED by Councillor Gardner that the MD of Ranchland No.66 approves a “Champion level” Sponsorship, to the High River District Health Care Foundation in the amount of \$1,000.00.

CARRIED

IN-CAMERA

Motion No. 23/04/18/126 MOVED by Reeve Davis that, in accordance with Section 197 of the Municipal Government Act, Council moves into a closed meeting at 3:17 p.m. to discuss matters involving Confidential Evaluations and advice from officials, per sections 19 and 24 of the Freedom of Information and Protection of Privacy Act (FOIP)

CARRIED

Motion No. 23/04/18/127 MOVED by Reeve Davis that Council return to an open meeting at 3:30 p.m.

CARRIED

BUSINESS ARISING FROM IN-CAMERA

7.A – Council Liaison Contract

7.B – Scheduling of the annual CAO evaluation

7.C – Parks Personnel Update

Motion No. 23/04/18/128 MOVED by Deputy Reeve Streeter that discussion pertaining to agenda items 7.A, 7.B, and 7.C be accepted for information.

CARRIED

ADJOURNMENT

Being that the agenda matters have concluded, the Reeve declared the meeting adjourned at 3:31 p.m.

These Minutes approved this 2nd Day of May, 2023.

Ron Davis, Reeve

Robert Strauss, Chief Administrative Officer

**M.D. OF RANGLAND NO. 66
REPORT TO COUNCIL
Information Update (IU)**

Title: Budget Report – as of March 31, 2023

Meeting Date: May 2, 2023

Originated By: Robert Strauss, CAO

Background: A high-level summary of the monthly actuals to budget has been prepared in a format that we hope that Council finds intuitive and clear.

Strategic Pillar: 4. Financial Sustainability

Options for Action: 1.) Review the attached summary report and if satisfactory, then to accept for information.

**CAO's Review/
Comments/:** The Budget Report will be presented at the meeting.

Attachments: Presented at meeting.

**M.D. OF RANGLAND NO. 66
REPORT TO COUNCIL
Request For Decision (RFD)**

Title: **Proposed minor amendment to the Capital Budget**

Meeting Date: **May 2, 2023**

Originated By: **Robert Strauss, CAO**

Background: As reported at a previous Council meeting, machinery costs have taken a bit of a jump in recent months. As a result of this increase in order to facilitate the purchase of the Tridem Trailer a small change to the Capital Budget would be required.

Strategic Pillar: 2. Infrastructure and Service Delivery

Options for Action: 1.) Approve the minor budget amendment to allow for the purchase of the Tridem Trailer and amend the MSI grant accordingly

 2.) Other course of action

Financial Considerations:

2023 Original Budget

Proceeds from Sale	\$30,000
MSI Grant	<u>\$60,000</u>
Total Cost	<u>\$90,000</u>

2023 Amended Budget

Proceeds from Sale	\$35,000
MSI Grant	<u>\$75,300</u>
Total Cost	<u>\$110,300</u>

CAO's Review/ Comments/:

I would recommend the amendment to the Capital Budget. It should be noted that it does not represent any net cost change to the tax base funded portion of the budget, as the entire amount is covered by MSI Grant funding.

Attachments: Tentative bill of sale for Tridem Trailer

Bill of Sale

The undersigned Vendor sells and the undersigned Purchaser (which means all purchasers jointly and severally) purchases and covenants to pay for, subject to the terms and conditions hereof, the following PROPERTY receipt of which in good order and condition is hereby acknowledges by the Purchaser namely:

Purchaser: MD Of Ranchland No. 66
 Box 1060
 Nanton, AB T0L 1R0
 Phone: (403) 646-3131 Cell: +1 (403) 625-0332
 E-mail: pw@ranchland66.com

Stock #	Type	Year	Description	Model	Serial Number	Price
H-12937	New	2023	Gincor Trailer Werx Tridem 53' Step Deck Air Assist Ramps	533DDBA-S-41	2G9DS63T7PB105198	\$107,900.00

Documentation Fee	\$250.00
Subtotal	\$108,150.00
GST # 12331 9139	\$5,407.50
Tire Tax (\$14 x 12 Tires)	\$168.00
Total	\$113,725.50

Trade-in:

2011 Dynaweld Tridem Lowbed SN: 5JYLB4034BC105054

All my Right and Title in the used vehicle described above referred to as 'Trade-in' is hereby transferred and set over unto the Vendor, as part payment and a deposit on this contract. I declare that I am the sole owner and possessor of same and further declare the vehicle to be clear of all encumbrances except as stated below.

Trade-in Allowance:	\$35,000.00
GST	\$1,750.00
Trade-in SubTotal	\$36,750.00

Signature of the Transferror _____

Less Net Trade **\$36,750.00**

Amount owing on Trade-in? No

Down Payment Deposit	
Unpaid Balance	\$76,975.50

- Free and clear of all liens and/or encumbrances.
- The above shall comprise the entire agreement affecting this purchase no other agreement, understanding, representation, condition or warranty either expressed or implied by law or otherwise is part of this transaction, and such agreement, understanding, representation, condition or warranty being hereby expressly excluded.
- Title to and right of possession of the property sold hereunder shall remain vested in the Vendor until the whole of the purchase price and any other indebtedness due from the Purchaser to the Vendor, however incurred, has been fully paid in accordance with this agreement. If any amount payable by the Purchase is not paid when due the Vendor may at any time repossess the property.
- All deposits are non-refundable unless otherwise specified.

All new trailer wheels must be re-torqued within 100 KMS from purchase date. Initial _____

Dated at ACHESON in the Province of ALBERTA, this Monday, April 24, 2023

<p>Hayworth Equipment Sales Inc.</p> <p>Signed by Declan Mitchell</p> <p>AMVIC Salesperson #: S2035541</p> <p>Signature: <u>Declan Mitchell</u></p>	<p>MD Of Ranchland No. 66</p> <p>Signed By (Print Name): _____</p> <p>Driver's License #: _____</p> <p>Signature: _____</p>
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Delivery of the above vehicle(s) is hereby acknowledged this _____ day of _____ 2023 _____
Customer Signature

Title: ALBERTA WATER COURSE REMEDIATION GRANT PROGRAM (*FISH CROSSINGS*).

Meeting Date: April 26, 2023.

Originated By: Sheldon Steinke

Background: Based on discussions with Council and the news that the MD was successful in acquiring a grant under the above program for \$1.2M Administration has initiated the initial meeting with a representative from Alberta Forestry, Parks and Tourism for comments on the initial phases to use the grant funding that has been granted.
To this end, the Administration is presenting this Request for Decision (RFD) to formalize the grant announced with an Agreement to be entered into by the Municipality.

Benefits: Formalize a plan to improve Culvert and Bridges where there are identified and rated Fish Crossing points with Municipal Infrastructure.

Disadvantages: No disadvantages to note.

Strategic Pillar: 1. Environmental Stewardship, 2. Infrastructure and Service Delivery, 3. Public Safety and Emergency.

Proposed Commencement Date:

The Agreement with the GoA starts on the date of Signing by the Minister and terminated in March of 2025.

Options for Action:

1. Not accept the proposal,
2. Recommend changes to the Agreement,
3. Proceed with a Resolution to enter into the Agreement.

Costs: In-determinable at this time.

Sources of Funding: Government of Alberta

Administration/Staff Recommendations/Comments:

Options for Council

The Administration recommends to Council; to enter into the Agreement as provided.

Finance Review/Comments/Initials:

Nothing further to report at this time

CAO's Review/Comments/Initials:

We have assigned Sheldon to be the lead on this project, and it appears to be proceed, productively.

Attachments:

- a. *Grant Agreement 23GRWCP04 Watercourse Crossing Remediation Project*

Grant Agreement 23GRWCP04

This Agreement is made effective the 20th day of March, 2023

BETWEEN:

HIS MAJESTY THE KING IN THE RIGHT OF ALBERTA

as represented by the Minister of Forestry, Parks and Tourism

(the “**Minister**”)

AND:

Municipal District of Ranchland No. 66

(the “**Applicant**”)

PREAMBLE:

1. The Applicant has applied for a grant with respect to a project. M.D. of Ranchland Watercourse Crossing Remediation Project.
2. The Applicant is prepared to perform and enter certain undertakings relative to the payment of the grant.
3. The Minister and the Applicant therefore agree as follows:

1. INTERPRETATION

1.1 Definitions In this Agreement, including the Preamble and the Schedules, the following words have the following meanings:

- (a) “**Agreement**” means this Agreement;
- (b) “**Approved Activity and Expense Schedule**” means the schedule describing the Project and listing the Eligible Expenses that the Minister has approved for funding under this Agreement. This schedule is based on the approved application form;
- (c) “**Eligible Expenses**” means those expenses listed in the Approved Activity and Expense Schedule that are eligible for payment under this Agreement, subject to the terms and conditions in this Agreement;
- (d) “**Final Report**” means the final report described in s. 5.2;
- (e) “**Grant**” means the grant described in section 2.1, to be paid by the Minister to the Applicant pursuant to this Agreement;

- (f) **“Grant Proceeds”** means the amount of the Grant plus interest earned (if any) by the Applicant on all or part of the Grant pending disbursement on the Project;
- (g) **“Ineligible Expenses”** means expenses that are not eligible for payment under this Agreement, as listed in s. 4.6;
- (h) **“Project”** means the approved activities to be performed by the Applicant as described in the Approved Activity and Expense Schedule;
- (i) **“Provincial Crown”** means His Majesty the King in Right of Alberta;
- (j) **“Regulation”** means the *Ministerial Grants Regulation*, as may be amended, under the *Government Organization Act* (Alberta);
- (k) **“Status Report”** means: the status report described in clause 5.1; and
- (l) **“Term”** means the period from March 20, 2023 to March 31, 2025.

1.2 Section Numbers - References in this Agreement to section numbers correspond to numbered provisions of this Agreement.

1.3 Schedules – The following Schedules are attached to and form part of this Agreement.

- Schedule “A” – Approved Activity and Expense Schedule
- Schedule “B” – Reporting and Payment Schedule
- Schedule “C” – Travel Expense Policy

1.4 Entire Agreement - This Agreement, which includes the attached Schedules, is the entire agreement between the Minister and the Applicant with respect to support by the Minister of the Project, and supersedes all previous agreements, correspondence, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement. In the event of a conflict between the body of this Agreement and a Schedule, the body shall prevail.

2. THE GRANT

2.1 Payment of Grant – Subject to the terms and conditions of this Agreement, the Minister will contribute up to a maximum of \$1,200,000.00 by way of a grant (the “Grant”) to the Applicant for the purposes of the Project.

2.2 Amount of Grant – The total amount of the Grant payable to the Applicant, pursuant to the Regulation and subject to the provisions of this Agreement, shall be based upon Eligible Expenses that are claimed by the Applicant and approved by the Minister.

The amount of the Grant stated in s. 2.1 shall be adjusted so the total amount of the Grant shall equal the total amount of Eligible Expenses claimed by the Applicant and approved by the Minister during the Term at the funding levels stated in the Approved Activity and Expense Schedule, but in no event shall the amount of the Grant exceed the amount stated in s. 2.1.

If Eligible Expenses claimed by the Applicant and approved by the Minister during the Term are ultimately less than the amount stated in s. 2.1, the Grant will be reduced upon review by and at the absolute discretion of the Minister.

If the total amount of funding from federal, provincial and municipal governments exceeds 100% of the Eligible Expenses incurred by the Applicant in completing the Project, the amount of the Grant shall be adjusted so that the total government funding for Eligible Expenses does not exceed 100% of these expenses.

- 2.3 Timing of Grant** – Subject to the terms and conditions of this Agreement and any adjustments to the Grant amount made pursuant to section 2.2 the Minister will pay the Grant to the Applicant pursuant to the Reporting and Payment Schedule (Schedule “B” attached).
- 2.4 Use of Grant Proceeds** – The Applicant shall use the Grant Proceeds only for the Project. The Applicant shall maintain separate records for the Grant Proceeds that enable the Applicant to identify at any given time the commitments, expenditures, interest earned (if any) and remaining Grant Proceeds balance.
- 2.5 Repayment of Grant Proceeds** – Upon review of the Final Report by the Minister, any portion of the Grant Proceeds that were not expended by the Applicant directly on Eligible Expenses approved by the Minister for the Project becomes immediately repayable to the Minister.
- 2.6 Receipt of Other Funding** - Funding received from other municipal, provincial and federal governments must not exceed 100% of Eligible Expenses.
- 2.7 Application for Grant** - The Minister acknowledges that the application submitted by the Applicant constitutes an application in a manner and form acceptable to the Minister.
- 2.8 No Other Financial Assistance** - The Applicant acknowledges that the Grant may not be sufficient to cover the entire cost of the Project and that the Applicant shall be solely responsible for raising funds from other sources to complete the Project. The Applicant acknowledges that the Grant is the only financial assistance the Minister will provide to the Applicant for the Project.
- 2.9 No Obligation to Provide Licenses or Approvals** - The Applicant acknowledges that the payment of this Grant creates no obligation on the part of the Minister to provide licenses or approvals under any legislation.
- 2.10 Grant Regulation** - In addition to complying with the terms expressly set out in this Agreement, the Applicant must comply with the Regulation.
- 2.11 Change of Provincial Funding Levels** - In the event that provincial funding levels are changed to the extent that the money available to the Minister to make the Grant is reduced or eliminated, the Minister may, in his sole discretion, cancel or reduce the amount of the Grant. The Applicant acknowledges that provincial funding levels may change and is not undertaking the Project solely in reliance on funding from the Minister.

3. THE PROJECT

- 3.1 Completion of the Project** – The Applicant agrees to undertake all reasonable efforts to proceed diligently and in a timely manner with the Project, and agrees to complete the Project during the Term.
- 3.2 Alteration of the Project** - During the Term, the Applicant may request that:
- (a) activities described in the Approved Activity and Expense Schedule be removed;
 - (b) Eligible Expenses listed in the Approved Activity and Expense Schedule be removed; or
 - (c) the Term be changed,
- by submitting a written request to the Minister outlining and justifying the proposed amendments.

If the Minister approves a proposed amendment, the Minister will enter into an amending agreement with the Applicant.

The Minister is not required to approve any proposed amendment to the Agreement.

Prior to the Applicant entering into an amending agreement with the Minister, any activities undertaken by the Applicant or expenses incurred by the Applicant that are not described in the Agreement are undertaken and incurred by the Applicant at the Applicant's own risk as they may not be approved or funded by the Minister.

- 3.3 Compliance with Applicable Laws** – In completing the Project, the Applicant shall:
- (a) comply with all applicable laws and regulations; and
 - (b) obtain all required governmental approvals prior to commencing the Project, including those related to public health and safety, labour codes and standards, care and use of animals in research, wildlife habitat, and environmental protection.
 - (c) **Sub-Contracting Parts of the Project** - Applicants are generally expected to complete the Project themselves, but it is recognized that they may have to contract with other entities to complete parts of the Project. If an Applicant decides to contract with other entities to complete parts of the Project and this is not described in Schedule “A” Letter of Request, the Applicant must give written notice to the Minister that includes:
 - (i) description of the parts of the Project that will be completed by other entities; and
 - (ii) rationale for why it is necessary for the Applicant to contract with other entities to complete these parts of the Project.

4. ELIGIBLE EXPENSES

- 4.1 Travel-Related Expenses** – If travel expenses are an Eligible Expenses listed in the Approved Activity and Eligible Expenses Schedule, all travel expenses incurred by the Applicant in conducting the Project must be in accordance with the allowed travel expenses under Schedule “C” Travel Expenses.
- 4.2 Review of Eligible Expenses** – Upon receipt of any Status Report or Final Report required to be submitted, the Minister will determine if:
- (a) the Applicant completed the work stated in the Approved Activity and Expense Schedule; and
 - (b) the expenses claimed are Eligible Expenses such that they are eligible for payment under this Agreement.
- 4.3 Eligible Expenses** – The only Eligible Expenses for which the Applicant may use the Grant Proceeds are the expenses listed in the Approved Activity and Expense Schedule which are incurred by the Applicant directly in furtherance of the Project during the Term, unless otherwise authorized by the Minister. Eligible Expenses qualify only once for payment under this Agreement and under the Program.
- 4.4 Fair Market Value** - In incurring Eligible Expenses, the Applicant must follow a process that is transparent, fair, and promotes the best value for the money expended. Eligible Expenses incurred by the Applicant must be at competitive prices that are no greater than fair market value.
- 4.5 Calculation of Eligible Expenses** - Eligible Expenses shall be calculated based on the actual out of pocket cost to the Applicant (i.e. cost of the Eligible Expense less any rebates, discounts, incentives and/or credits, whether provided at the time of purchase or at a later date).
- 4.6 Adjustment of Eligible Expenses** - If the Minister in his sole discretion, considers the amount of

any Eligible Expense claimed by the Applicant to be unreasonable, the Minister may adjust the amount of that Eligible Expense to an amount the Minister considers reasonable.

- 4.7 Ineligible Expenses** – In no event shall any of the following be an Eligible Expense:
- (a) Goods and Services (GST)
 - (b) Expenses funded through any other federal or provincial government grants, programs or projects;
 - (c) Any other expense deemed by the Minister not to be Eligible
- 4.8 Determination of Eligible Expenses** – The determination of whether an expense incurred by the Applicant in completing the Project constitutes an Eligible Expense is at the sole discretion of Minister.
- 4.9 Documentation for Eligible Expenses** – The Applicant must submit documentation to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all of the Eligible Expenses claimed. Documents the Applicant may submit to do this include:
- (a) invoices for the claimed Eligible Expenses that are in the Applicant’s name; or
 - (b) proof of payment for the claimed Eligible Expenses.

The Applicant must also provide any other documentation requested by the Minister that the Minister requires to be satisfied that the Applicant incurred and paid the Eligible Expenses claimed.

Should the Applicant fail to establish the Eligible Expenses to the reasonable satisfaction of the Minister, the Minister shall be entitled to determine the Eligible Expenses, and such determination shall be binding upon the Applicant.

- 4.10 Items Purchased** - The Applicant shall not return for refund any items for which the Applicant has received a payment under this Agreement. The Applicant shall not sell or trade any items for which the Applicant has received a payment under this Agreement for at least three years after the end of the Term.

5. REPORTING, MONITORING AND INSPECTION

- 5.1 Status Reports** - The Applicant shall provide the Minister with written Status Report(s), to the Minister’s satisfaction, by the deadline(s) stated in the Reporting and Payment Schedule (Schedule “B” attached). Each Status Report must include:
- (a) the status of the Grant Proceeds, including a financial report detailing all expenditures of the Grant Proceeds for the period covered by the status report and cumulative for the Project, and the amount of Grant Proceeds currently held by the Applicant, including Staff Activity Reports and Contract payments;
 - (b) any other grants from any level of government in respect of the Project;
 - (c) all documentation and calculations used to determine the Eligible Expenses, including without limitation copies of relevant invoices and receipts;
 - (d) any material events, developments or circumstances arising in relation to the Project;
 - (e) any other information requested by the Minister.

The Minister may require that any Status Report be reviewed, assessed, and reported on by the Applicant’s auditors. Upon request by the Minister, the Applicant will in a timely manner elaborate on any particular aspect of any Status Report.

- 5.2 Final Report** - The Applicant shall provide the Minister with a final report (the “Final Report”), to the Minister’s satisfaction, no later than the date stated in the Reporting and Payment Schedule (Schedule “B” attached), or by no later than 30 days after the earlier termination of this

Agreement, whichever occurs first. The Final Report must include:

- (a) a list of the activities completed by the Applicant in relation to the Project;
- (b) the objectives that were met and the outcomes that were achieved by the Applicant;
- (c) a description of the successful aspects of the Project, as well as any opportunities for improvements;
- (d) compiled information from the impact evaluations;
- (e) copies of all resource materials produced by the Applicant in relation to the Project;
- (f) a financial report certified by a financial officer of the Applicant detailing all expenditures of the Project in relation to the activities listed in the application, the expenditures attributed to the Grant Proceeds, and the expenditures attributed to other funding sources for the Project, including the Applicant's cash contributions; and
- (g) any other information requested by the Minister.

The Minister may require that the Final Report be reviewed, assessed, and reported on by the Applicant's auditors. Upon request by the Minister, the Applicant will in a timely manner elaborate on any particular aspect of the Final Report.

- 5.3 Additional Reports** – The Minister may request the Applicant to submit additional reports during the Term which the Applicant shall submit, to the Minister's satisfaction, by the dates specified by the Minister.
- 5.4 Generally Accepted Accounting Principles** – The Applicant shall carry out its financial functions under the Agreement in accordance with generally accepted accounting principles.
- 5.5 Accounting Records** – From the effective date of this Agreement until six years following the end of the Term, the Applicant shall maintain separate accounting records for the Project and make them available for inspection by the Minister and representatives of the Minister (including the Auditor General of Alberta or any other auditor of the Project engaged by the Minister at its own expense) at all reasonable times upon reasonable notice.
- 5.6 Audits** - The Applicant agrees to give the Minister and representatives of the Minister access to examine their business operation from the effective date of this Agreement until six years following the end of the Term. The Applicant agrees to make available to the Minister and representatives of the Minister all records, books of account, income tax returns, information, databases, invoices, and audit and evaluation reports in relation to the Project that are necessary for the audit and evaluation of the Project. If the Applicant fails to provide such information within a reasonable time on reasonable notice, as determined by the Minister, the Applicant may be required to refund any payments received for the Project, as well as forfeit any future payments for the Project.
- 5.7 Inspection** - From the effective date of this Agreement until six years following the end of the Term, the Minister is entitled, at reasonable times and upon reasonable notice to the Applicant, to attend the business operation of the Applicant for the purpose of examining any items pertinent to the Project in order to assess whether the Applicant is in compliance with this Agreement.
- 5.8 Applicant Cooperation** - The Applicant agrees to cooperate with the Minister in the completion of any audit, evaluation or inspection of the Project or of the Grant.

6. OTHER OBLIGATIONS OF THE APPLICANT

- 6.1 Representations and Warranties** - The Applicant represents and warrants to the Minister that:
 - (a) the Applicant has made full, true and plain disclosure to the Minister of all facts relating to the

- Project that are material to this Agreement, including without limitation all sources of funding from federal, provincial and municipal governments;
- (b) the Applicant is not aware of any discussions to effect a sale, transfer, assignment or pledge of interest which would result in a change of the control of the Applicant or of the disposition of all or substantially all the assets of the Applicant;
 - (c) the Applicant has the necessary financial resources to complete the Project;
 - (d) no application has been made for the same Project by any other person, including without limitation, a person who is not arms-length or a related person as defined by the *Income Tax Act* (Canada) or by a shareholder, member or partner who is actively carrying on farming or business on behalf of a corporation;
 - (e) the Applicant has adequate human resources, experience and skills to carry out its responsibilities under the Agreement;
 - (f) no member of the House of Commons or the Senate shall derive any financial advantage from the Grant that would not be permitted under the *Parliament of Canada Act*;
 - (g) no current or former federal public office holder or federal public servant to whom the Conflict of Interest Act, the Conflict of Interest Code for Members of the House of Commons, or the Values and Ethics Code for the Public Sector and the Policy on Conflict of Interest and Post-Employment applies shall derive any advantage or benefit from the Grant unless the provision or receipt of such advantage or benefit is in compliance with such legislation, codes and policies;
 - (h) any person lobbying, as that term is defined in the *Lobbyists Registration Act (Canada)*, on the Applicant's behalf is registered pursuant to that Act;
 - (i) the execution by the Applicant of this Agreement and the carrying out of this Agreement by the Applicant have been duly and validly authorized by the Applicant in accordance with applicable law, and this Agreement will constitute a binding legal obligation of the Applicant;
 - (j) the Applicant has the power and authority and all necessary licenses and permits to own and operate its properties and carry on its operations, to enter into this Agreement, and to perform its obligations under this Agreement;
 - (k) there is presently no action, suit, or proceeding being brought or pending or threatened against or affecting the Applicant which could result in the expropriation of any property of the Applicant or which could affect its operations, properties, or financial condition or its ability to complete the Project;
 - (l) if Project requires authorization by an agency, that the Applicant has obtained such approval prior to the commencement of the Project;
 - (m) the Applicant is in compliance with all laws, orders, and authorizations which relate to or affect it and is not subject to any order of any court or other tribunal affecting its operations;
 - (n) the persons signing is duly authorized to enter the Agreement, bind the Applicant to the Agreement, and in the case of a partnership, bind the partners to the Agreement on the basis of joint and several liability.

7. NON-COMPLIANCE

- 7.1 Event of Default** – Any one or more of the following shall constitute an event of default (“Event of Default”):
- (a) failure of the Applicant to make satisfactory progress on the Project over a consecutive two month period, in the sole discretion of the Minister;
 - (b) failure of the Applicant to comply with any of its obligations under this Agreement, in the sole discretion of the Minister;
 - (c) the Applicant ceases to carry out the Project during the Term, in the sole discretion of the Minister;
 - (d) the Applicant becomes insolvent or ceases to carry on its operations during the Term;
 - (e) a resolution is passed or an application is made for winding up, dissolution, liquidation or amalgamation of the Applicant during the Term.
- 7.2 Consequences of Default** – Upon the occurrence of an Event of Default:
- (a) in addition to any other remedy under this Agreement or at law, the Minister may do one or more of the following:
 - (i) withhold payments of the Grant to the Applicant;
 - (ii) demand that the Applicant immediately repay to the Minister the all or part of the Grant. Any such amount shall be a debt due to and recoverable by the Minister;
 - (iii) terminate the Agreement; and
 - (b) the Minister may require the Applicant to do one or more of the following, and depending on the requirement, the Applicant shall immediately:
 - (iv) make no further commitments for expenditures and make no further disbursements that would be Eligible Expenses, except with the Minister’s prior written consent;
 - (v) pay to the Minister the amount demanded pursuant to s. 7.2(a)(ii);
 - (vi) provide an accounting of the full amount of the Grant Proceeds with an audit report.
- 7.3 Right of Set-Off** - The Applicant agrees that the Minister may set-off against any other grant or amount payable to the Applicant under any programs administered within Alberta Forestry, Parks and Tourism any amounts that become repayable by the Applicant to the Minister under the provisions of this Agreement.
- 7.4 Debts to the Provincial Crown** – The Minister has the right to deduct from the Grant any amount due and owing to the Provincial Crown.

8. INDEMNITY AND INSURANCE

- 8.1 Indemnity** - The Applicant shall indemnify and hold harmless the Minister, its employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) in relation to the Project arising from the negligence, other tortious act or willful misconduct by the Applicant, or those for whom the Applicant is legally responsible. This section shall survive the conclusion or termination of this Agreement.
- 8.2 Liability** - The Applicant acknowledges that the Provincial Crown is not liable to the Applicant, the Applicant’s heirs, administrators and assigns for the personal injury, property damage, or any other damage, injury, claim or loss whatsoever arising out of the Program and the Applicant’s participation in it.
- 8.3 Insurance** - The Applicant shall at its own expense and without limiting its obligations under this

Agreement, maintain a policy of general liability insurance in accordance with the Alberta *Insurance Act* in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof and which shall include products liability.

The Minister may require evidence of the required insurance in a form satisfactory to the Minister prior to the commencement of the Project. All required insurance shall be endorsed to provide the Minister with 30 days advance written notice of cancellation or material change restricting coverage.

9. COMMUNICATIONS AND DISCLOSURE OF INFORMATION

- 9.1 Announcements** – The Applicant shall not make any public announcement or issue any press release regarding the entering into of this Agreement, the making of the Grant, or activities under the Agreement except in consultation with the Minister and with the approval of the Minister as to the content of the announcement or press release, which approval shall not be unreasonably withheld.
- 9.2 Disclosure of Agreement** - The Applicant acknowledges and agrees that the Minister may disclose this Agreement and its contents by any means chosen by the Minister including without limitation tabling it before the Legislature.
- 9.3 Disclosure of Grant Recipient Information** – The Applicant acknowledges and agrees that the Minister publicly discloses the following information for all grant recipients: the grant recipient name, the amount of the grant, the program the grant is paid under, and the payment date.
- 9.4 Freedom of Information and Protection of Privacy Act** - The Applicant acknowledges that information and records maintained by the Minister relating to this Agreement are subject to the *Freedom of Information and Protection of Privacy Act* (Alberta). This Act allows any person a right of access to records in the custody or under the control of a public body, subject to limited and specific exceptions.

10. INTELLECTUAL PROPERTY

- 10.1 Ownership by Applicant** - The Applicant shall own any intellectual property, including any copyright, trademarks and patents over the materials developed or arising from the course of carrying out the Project, unless otherwise specified in the Agreement.
- 10.2 Non-Commercial Use by Minister** - Although the Minister is not intended to have ownership of copyright or any other intellectual property generated by the Applicant in the course of carrying out the Project, the Minister shall be entitled to make such non-commercial use of any intellectual property delivered in the Applicant's reporting as it sees fit (including excerpts therefrom), and the Applicant shall, upon request, provide to the Minister any specific licenses or authorizations as may be required, including if necessary the supply of waivers of moral rights as may be required for the use of excerpts from the intellectual property.

11. GENERAL

- 11.1 Notices** – Any notice, consent or other communication under this Agreement must be in writing and either personally delivered, or sent by mail, registered mail or e-mail to the following respective addresses:
- (a) if to the Minister:

Alberta Forestry, Parks and Tourism
Attn: Erin Humeny, Provincial Watercourse Crossing Capital Planner
Email: Erin.Humeny@gov.ab.ca

- (b) if to the Applicant
Municipal District of Ranchland No. 66
Robert Strauss, Chief Administrative Officer
Email: cao@ranchland66.com

Either party may change its contact information by giving notice to the other in the above manner.

11.2 Delivery of Notice – Notices provided will be effective as follows:

- (a) personal delivery which will be effective on proof of delivery;
- (b) registered mail will be effective on proof of receipt;
- (c) ordinary mail which will be effective seven (7) calendar days after the date on which the notice was mailed; or
- (d) subject to clause 11.3, electronic mail which will be effective on receipt by the recipient.

11.3 E-Mail - Notices or documents may be served by electronic mail if the notice or document is sent to the designate specified in clause 11.1 at the specified address, and

- (a) the electronic agent receiving the document or notice at that address receives the notice or document in a form that is usable for subsequent reference, and
- (b) the sending electronic agent obtains or receives a confirmation that the transmission to the address of the person to be served was successfully completed.

11.4 Survival - Despite any other provision of this Agreement, those sections which by their very nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination.

11.5 Amendment and Waiver - No amendment of this Agreement is effective unless made in writing and signed by a duly authorized representative of each of the Minister and the Applicant. No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.

11.6 Assignment - The Applicant may not assign this Agreement or any right or benefit under it.

11.7 Additional Assurances – The Applicant agrees to from time to time do all such acts and provide such further assurances, instruments, and agreements as may reasonably be required in order to carry out the provisions of the Agreement according to their spirit and intent. This section 11.7 shall not in any event be construed as obligating the Minister to amend or enact any statute or regulation.

11.8 Governing Law - This Agreement shall be construed, interpreted and applied in accordance with the laws and in the courts of the Province of Alberta.

11.9 No Agency- Nothing in this Agreement is intended to constitute the parties as an agent of the other for any purpose, or to create any relationship of agency, partnership or joint venture.

11.10 Severability – The terms and conditions of this Agreement are severable and any term or

condition determined to be void or unenforceable in whole or in part shall not be deemed to affect or impair the validity of this Agreement or any other term or condition of it.

11.11 Counterparts – This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement.

The parties have therefore executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

HIS MAJESTY THE KING IN RIGHT OF ALBERTA, as
represented by the Minister of Forestry, Parks and Tourism

Date: _____, 2023

Per: _____

Date: _____, 2023

Per: _____
Signature of Authorized Representative of Applicant

Printed Name of Authorized Representative of Applicant

**Schedule “A” – Approved Activity and Expense Schedule
Applicant Proposal Attached**

The project objective is to replace up to three watercourse crossings, depending on scope and cost, to restore fish passage in critical habitat.

The proposed, phased work plan for the project includes hiring qualified consultants and contractors to:

- 1) Conduct aquatic habitat assessments (QAES assessments) on priority crossings, as agreed upon by the M.D. of Ranchland and the provincial Watercourse Crossing Program.
- 2) Complete engineering assessments and designs on select crossings, as agreed upon by the M.D. of Ranchland and the Watercourse Crossing Program.
- 3) Design replacement structures to restore fish passage at sites identified in Phase 2 and obtain regulatory permits.
- 4) Replace the existing crossing structures with the structures designed and permitted in Phase 3.

The grant budget is as follows:

Category	Description	Budget
Professional services	incl. aquatic environment assessments, permitting, consulting	\$30,000
Professional services	incl. surveys, geotechnical, engineering design, construction tender and award, construction management	\$200,000
Materials and Construction		\$970,000
Total		\$1,200,000

Schedule “B” – Reporting and Payment Schedule

PAYMENT SCHEDULE

Subject to the terms and conditions of the Agreement, the Applicant shall be eligible to receive the Grant as follows:

Amount (\$)	Payment Time and Eligibility
\$1,000,000.00	As soon as practical after upon execution of this agreement.
\$200,000.00	On March 1, 2024 or when the last crossing is tendered for construction, whichever is later.

STATUS REPORTS

1. Status Report 1 due on November 10, 2023 covering the period from March 20, 2023 to October 31, 2023
2. Status Report 2 due on May 15, 2024 covering the period from November 1, 2023 to April 30, 2024

FINAL REPORT

The Applicant shall submit the Final Report by March 31, 2025 covering the Term.

Schedule “C” – Travel Expenses

Under this Agreement, only those travel-related expenses stated in this schedule are eligible for payment.

All travel-related expenses must be reasonable and appropriate in the sole discretion of the Minister. All expenses must be receipted, with the exception of meal allowances. Expenses must be converted to Canadian dollars at time of submission. GST is ineligible.

This Travel Expenses Schedule has been developed based on the Alberta Treasury Board and Finance Travel, Meal and Hospitality Expense Policy.

1. Travel By Air. Receipt required
 - Economy airfare is eligible
 - Cancellation insurance is not eligible for payment
2. Travel By Ground, Receipt required
 - Taxi, intra-city public transportation
 - Parking
 - Vehicle rental (compact rate only) if there is a valid business purpose for renting a vehicle
3. Business Kilometer Rate for Private Vehicle. Proof of travel must be shown.
 - \$0.505 per km up to 300km
 - The reduced mileage rate of \$0.165/km applies for travel beyond 300 km from the point of departure.
4. Accommodation
 - One may claim either the reasonable actual cost of accommodation (receipt required), or the accommodation allowance of \$20.15 per night
5. Meals
 - One may claim for a meal allowance under the following conditions:
 - Breakfast, if the departure is 7:30 a.m. or earlier or the return time is 7:30 a.m. or later
 - Lunch, if the departure is 1:00 p.m. or earlier or the return time is 1:00 p.m. or later
 - Dinner, if the departure is 6:30 p.m. or earlier or the return time is 6:30 p.m. or later
 - The meal allowance for all travel is as follows (in CAD dollars):
 - Breakfast: \$ 9.20
 - Lunch: \$11.60
 - Dinner: \$20.75

If a meal is included in the cost of airfare, a meal cannot be claimed unless the flight is delayed. When the flight is delayed, a meal may be claimed in accordance with the above.

A Claimant must not claim a meal allowance if a meal is provided at no cost (e.g., at a conference, workshop or seminar).

**M.D. OF RANCHLAND NO. 66
REPORT TO COUNCIL
Request for Decision (RFD)**

- Title:** Schedule of Producer Weed Assistance Programs
- Meeting Date:** May 2, 2023
- Originated By:** Rick Niwa, Agricultural Fieldman
- Background:** The municipality provides financial assistance to producers to encourage the control of invasive plant species and help offset the cost thereof. The amount of financial assistance is outlined in the Schedule of Producer Weed Assistance Programs and is a component of the municipal Integrated Weed Management Plan.
- Benefits:** Adjusting the financial assistance outlined in the schedule ensures that producer assistance is based on current information and targeted based on our objectives. Improved program uptake and better utilization of budgeted funds.
- Disadvantages:** None
- Strategic Pillar:**
1. Environmental Stewardship,
 2. Infrastructure and Service Delivery
 4. Financial Sustainability
 5. Collaborative Partnership
 6. Community
- Options for Action:**
1. Approve the recommended changes as outlined in the attached draft of 2023 Schedule of Producer Weed Assistance Programs.
 2. Amend and approve the recommended changes outlined in the attached draft of 2023 Schedule of Producer Weed Assistance Programs.
 3. Accept for information.
- Financial Considerations** Adopting the changes as outlined should result in increased use of approved budget funds.
- Attachments:** Draft 2023 Schedule of Producer Weed Assistance Programs
- CAO's Review/
Comments/:** I have discussed this agenda item with Rick Niwa, and concur with his presentation.

2023 Schedule of Producer Weed Assistance Programs

The following support programs will be available to agricultural producers in good standing (see definition at bottom of page) who enter into a Hold Harmless Agreement with the MD. Producer must pay all costs and submit paid receipts to receive the municipal share of costs.

Group 1 Weeds

- 100 % of eligible control costs refunded by the municipality to a maximum of \$3000.00.
- Site management by municipal staff at owner/occupant request.
Change to – 100% of the first \$3000 of eligible costs and 50% thereafter. No maximum

Group 2 Weeds

- 80% of eligible control costs refunded by the municipality to a maximum of \$2000.00.
- Site management by municipal staff at owner/occupant request.
Change maximum of \$3000

Group 3 Weeds

- 60% of eligible control costs refunded by the municipality to a maximum of \$1500.00.
- Site management by municipal staff at owner/occupant request.
Change maximum refund to \$2000

Group 4 Weeds

- 40% of eligible control costs refunded by the municipality to a maximum of \$1000.00.
- Site management by owner/occupant.
Change to - Site management by municipal staff at the discretion of the MD at owner/occupant request.

Group 5 Weeds

- No municipal financial support.
- Site management by owner/occupant
Add – 20% of eligible control costs for the control of Bull Thistle and Tall Buttercup refunded by the municipality to a maximum of \$500.00.

Eligible Costs:

1. The cost of any herbicide and adjuvants, registered for control of the weed species, applied according to label at a weed site within the MD of Ranchland.
2. Expenses for services provided by a Licensed Pesticide Applicator at a weed site within the MD of Ranchland.

Site Management: Arranging for and assessing the control of a weed site. When municipal staff agree to manage a site the control work may be carried out by municipal staff or a contractor at the discretion of municipal staff.

In Good Standing: The producer does not have any invoices of any kind in arrears with the municipality. The producer has and continues to fully cooperate with agricultural staff in all matters related to the Alberta Weed Control Act, Agricultural Pests Act and Soil Conservation Act.

M.D. OF RANCLAND NO. 66
REPORT TO COUNCIL
Request for Decision (RFD)

Title: Producer Weed Assistance Program Application

Meeting Date: May 2, 2023

Originated By: Rick Niwa, Agricultural Fieldman

Background: Producers can access the municipal Producer Weed Assistance Program by applying. The current process contains an application deadline of May 31 in the current year, and a deadline for submitting expense receipts of October 18. Further, the current terms and conditions state that will be reviewed by the Agricultural Service Board. Staff recommend that the Terms and Conditions be updated as outlined in the 2023 draft Application for Producer Weed Assistance Program.

Benefits: Implementing a *Primary Intake* deadline provides producers with peace of mind that expenditures under the program will be reimbursed as outlined in the Schedule of Producer Weed Assistance Programs without limiting applications after the deadline. Accepting applications after the *Primary Intake* deadline allows producers who could not meet the primary deadline to still access funds, encouraging invasive weed control and better budget utilization while limiting the municipalities financial liability. Transferring application consideration from the ASB to staff streamlines the overall process and reduces the administrative burden on ASB members while still maintaining control of the program via the Terms and Conditions.

Disadvantages: None

Strategic Pillar:

1. Environmental Stewardship,
2. Infrastructure and Service Delivery
4. Financial Sustainability
5. Collaborative Partnership
6. Community

Options for Action:

1. Approve the updated Application for Producer Weed Assistance Program.
2. Amend and approve the updated Application for Producer Weed Assistance Program.
3. Accept for information.

Financial Considerations None

Attachments: Draft Application for Producer Weed Assistance Program

**CAO's Review/
Comments/:**

I have discussed this agenda item with Rick Niwa, and concur with his presentation.



Application for Producer Weed Assistance Program

Please print clearly or type, fill out to the best of your knowledge, and return promptly in person, by mail, or via email to ag@ranchland66.com.

Applicant Name

Address

Phone

Email

About Your Project

Noxious weeds to be controlled (see weeds list)

Location of weeds to be controlled (GPS coordinates or legal land location)

I request any weeds in Groups 1, 2, or 3 (see weeds list) be controlled by the MD of Ranchland.

Estimated area to be sprayed (m², ft², ac, etc.)

Estimated total project cost

I confirm that I:

Will send photos of noxious weeds before or at the time of control, with GPS location included, via email to ag@ranchland66.com (see instructions). If you have difficulties, please do not hesitate to contact Rick, Erin, or Shayna at 403-646-3131.

Have read and understood the Schedule of Producer Weed Assistance Programs updated for 2023.

Terms and Conditions

- Each project will be reviewed by the ~~Agricultural Service Board~~ *Agricultural Staff* on a case-by-case basis. They have the right to ~~accept~~ *approve* or decline this application.
- The Agriculture Fieldman reserves the right to view the project.
- The MD of Ranchland will pay based on the Schedule of Producer Weed Assistance Programs updated for ~~2022~~ *2023*. Eligible expenses are outlined in the Schedule and include *equipment*, material and labour from a Licensed Pesticide Applicator.
- *Applications received by the primary intake deadline, and approved by staff will receive full funding as outlined in Schedule of Producer Weed Assistance Programs provided all other terms and conditions are met.*
- *Applications received after the primary intake deadline, and approved by staff will receive funding, subject to the following.*
 - 1. Full funding as outlined in Schedule of Producer Weed Assistance Program, provided claims do not exceed the budgeted program funds.*
 - 2. Prorated as a percentage of the program budgeted funds remaining should claims exceed budgeted program funds.*
- Applicants are to pay all expenses and will be reimbursed by the MD of Ranchland, subject to terms and conditions, after the project is completed and receipts have been submitted. **The MD must receive a copy of receipts to reimburse.**
- All receipts must be submitted ~~no later than October 18, 2022.~~ *November 1, 2023*. An extension may be granted due to unforeseen circumstances at the staff's discretion.
- Photos of weeds *on the day of or* before control must include a GPS location and be submitted *within 10 days of the control work* to ag@ranchland66.com (see instructions). If you have difficulties, please do not hesitate to contact Rick, Erin, or Shayna at 403-646-3131.
- All applicants must follow the ~~guidelines~~ *label* as set out by the chemical manufacturer and the Agricultural Chemicals Act.
- The MD of Ranchland will be randomly checking weed locations to ensure accuracy and honesty in applications.

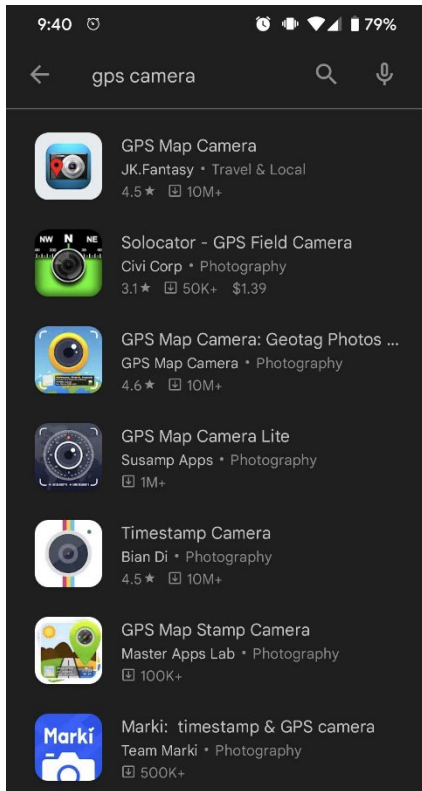
Liability: The applicant hereby agrees to indemnify and save harmless the MD of Ranchland No. 66 and its employees from any and all losses, actions, claims, lawsuits, and demands as a result of anything done or omitted to be done by the MD of Ranchland in regards to performance of works for the project applied for on this application, for which the MD of Ranchland No. 66 may have contributed financial and technical assistance.

I hereby certify that the information on this application is true and correct, that I will comply with the terms and conditions of the Producer Weed Assistance Program, and that I fully understand my obligations thereunder.

Signature of Applicant

Date

GPS Location Photo Instructions

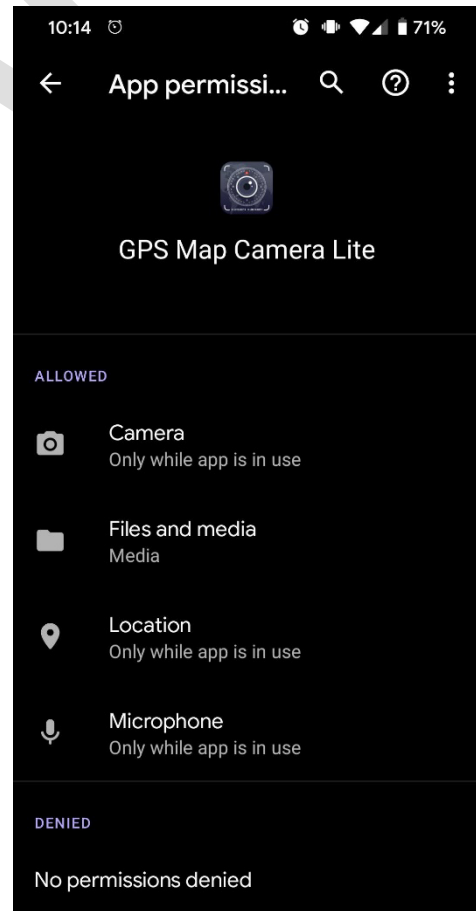


Option 1: Download any GPS camera app that adds coordinates onto the photo and use it to take a photo of the weed(s). Attach this photo to an email and send to ag@ranchland66.com. If you have difficulties, please do not hesitate to contact Rick, Erin, or Shayna at 403-646-3131.

Make sure permissions for camera/taking pictures or video, access to media, location services, and microphone/recording audio are turned on for the app.

When you download the app and open it for the first time, it will initially prompt you to allow these, select Allow only while using the app for all. If you need to find the permission settings again, follow the path below. Path may vary slightly depending on your phone:

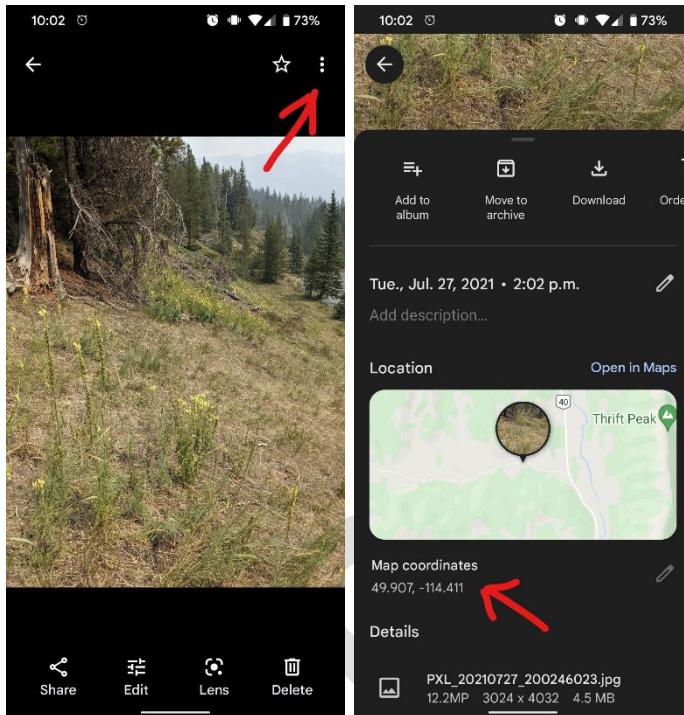
- Settings – Apps and notifications – See all apps – *GPS Camera app chosen* – Permissions –
 - Camera – Allow only while using the app
 - Files and media – Allow access to media only
 - Location – Allow only while using the app
 - Microphone – Allow only while using the app
- Alternatively, search settings for App permissions – *GPS Camera app chosen* – Permissions – make selections same as above.



GPS Location Photo Instructions

Option 2: Use your regular camera app to take the photo, and take a screenshot of coordinates or copy and paste coordinates from the information section in your regular photos app. Add the photo plus the screenshot or copy and pasted information to an email and send to ag@ranchland66.com. If you have difficulties, please do not hesitate to contact Rick, Erin, or Shayna at 403-646-3131.

To copy or screenshot the coordinates from information, follow these steps:



Find the information on the photo you took. Go to your Photos app, select the image, and select the three dots in the upper corner, the “⋮” symbol, or swipe up on the photo (different depending on what phone you have).

Under Location, there should be coordinates for where the photo was taken.

You can take a screenshot of the coordinates by pressing the volume down button and power button at the same time, or home button and power button at the same time, depending on your phone. Then attach the weed photo and screenshot to an email and send to ag@ranchland66.com.

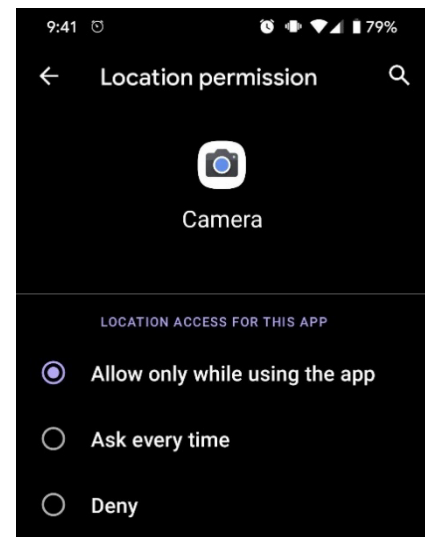
Alternatively, you can copy the coordinates by holding your finger down on them until a

notification appears that says Copied to clipboard, or holding your finger down on them to select them and then pressing copy, depending on your phone. Then paste the coordinates into an email with the weed photo attached and send to ag@ranchland66.com.

Make sure location permissions are turned on for the app.

To enable location permissions, follow one of these paths. Path may vary slightly depending on your phone:

- Settings – Location – App access to location – Camera – Allow only while using the app
- Settings – Apps and notifications – See all apps – Camera – Permissions – Location – Allow only while using the app
- Alternatively, search settings for camera permissions



**M.D. OF RANGLAND NO. 66
REPORT TO COUNCIL
Request for Decision (RFD)**

Title: Weed List

Meeting Date: May 2, 2023

Originated By: Rick Niwa, Agricultural Fieldman

Background: The municipal *Integrated Weed Management Plan (IWMP)* lists targeted invasive weed species. To improve management, target resources, and provide clarity regarding municipal priorities, invasive plants are divided into *groups* within the list. Groups are based on distribution and eradication feasibility; however, these criteria can vary greatly within the MD. Therefore, the IWMP further divides the geographic area of the MD into 4 *zones*. In some circumstances, a species may be placed in more than one group based on the zone. For example, a weed may be “Group 2” in zone “A” and “Group 3” in zone “B”. Finally, in certain circumstances it may be desirable to elevate a species to a group inconsistent with its distribution within the MD to achieve management goals.

Financial assistance provided to ratepayers through the Producer Weed Assistance Program is tied to the Weed List and Groups. Staff recommend that the ASB consider changes to the group placement of some species, as per the attachment titled “Weed List – 2023 Recommended Changes” and forward the recommendations to council for their consideration.

Benefits: Improved management of targeted species, increased producer program uptake and better utilization of budgeted funds.

Disadvantages: None

Strategic Pillar:

1. Environmental Stewardship,
2. Infrastructure and Service Delivery
5. Collaborative Partnership
6. Community

- Options for Action:**
1. Approve changes to the Weed List as recommended by staff.
 2. Approve changes to the Weed List as amended.
 3. Accept for information.

Financial Considerations: Higher cost to the municipality, however these funds are approved in the municipal budget.

CAO's Review/

Comments/: I have discussed this agenda item with Rick Niwa, and concur with his presentation.

Attachments: Weed List - 2023 Recommended Changes
Current Weed List

Weed List - 2023 Recommended Changes

1. Add European, Kingdevil, Wall and Whiplash Hawkweeds to Group 1

Rational, these species have been elevated to Noxious in the MD of Ranchland and are not known to currently exist within the MD. They are currently lumped together with all hawkweed species in groups 4 and 5 depending on the zone.

2. Move Scentless Chamomile from Group 2 to Group 3 in Zones A & D

Rational, more closely matches group description due to new and previously identified infestations.

3. Add Meadow, Mouse Eared and Spotted Hawkweeds to Group 2

Rational, these species are currently lumped together with all hawkweed species in groups 4 and 5 depending on the zone. However, their suspected current distribution more closely matches group 2. Moving to group 2 will allow producers to access higher program funding levels to support eradication measures.

4. Move Common Tansy from Group 3 to Group 2

Rational, more accurately matches group description and increases available funding to support eradication measures.

5. Add Orange Hawkweed to Group 3 in Zones B & C

Rational, more closely matches group description. Will allow producers to access program funding to support control measures. Currently lumped together with all hawkweed species in groups 4 and 5 depending on the zone.

6. Elevate (+) Yellow Toadflax from Group 4 to Group 3

Rational, while this species is currently in the right group based on distribution within the MD, it is a difficult species to control once established. Elevating to group 3 will allow producers to access increased funding levels to support control measures and reduce the spread.

7. Add Tall and Yellow Devil Hawkweeds in Zones B & C to Group 4

Rational, more closely matches group description. Will allow producers to access higher program funding levels to support control measures. Currently lumped together with all hawkweed species in groups 4 and 5 depending on the zone.

8. Move Lessor Burdock from Group 5 to Group 4

Rational, more closely matches group description. Will allow producers to access program funding to support control measures.

9. List Orange, Yellow Devil and Tall Hawkweeds in Zones A & D in Group 5

Rational, adds clarity to the Weed List. Currently lumped together with all hawkweed species in groups 4 and 5 depending on the zone.

**M.D. OF RANCHLAND NO. 66
REPORT TO COUNCIL
Information Update (IU)**

- Title:** Municipal Census Regulation Email from Minister Schulz
- Meeting Date:** May 2, 2023
- Originated By:** Robert Strauss, CAO
- Background:** In 2019, the Government of Alberta announced its intention to move from municipal census counts to population estimates for the purposes of allocating provincial grants to municipalities. As a result of feedback from the municipalities it was decided by Minister Rebecca Schulz and Travis Toews that the procedure revert to recognition of the municipal census.
- Strategic Pillar:**
1. Environmental Stewardship,
 2. Infrastructure and Service Delivery
 - 3: Public Safety & Emergency Services
 4. Financial Sustainability
 - 5: Collaborative Partnership
- Options for Action:**
- 1.) Accept for information.
 - 2.) Other course of action
- Financial Considerations** Relatively insignificant
- CAO's Review/ Comments/:** Due to the population realities of the MD of Ranchland, there would likely be limited impact on the MD of Ranchland between the two models.
- Attachments:** Municipal Census Manual, Email from Minister Schulz, Ministerial Order

Attention: Chief Administrative Officers, Municipal Clerks, and Census Coordinators

Re: Municipal Census Regulation and Municipal Census Manual

In 2019, the Government of Alberta announced its intention to move from municipal census counts to population estimates for the purposes of allocating provincial grants to municipalities. Over the last several months, former Minister of Municipal Affairs Ric McIver and I have both heard that municipalities strongly prefer that we revert to the recognition of municipal census counts. As a result of that feedback, and after consultation with my colleague the Honourable Travis Toews, President of Treasury Board and Minister of Finance, I am pleased to announce the approval of the Municipal Census Regulation and Municipal Census Manual.

The attached regulation and manual not only outline municipal census requirements, but also incorporate the feedback we have received since 2019, including updating the definitions of “usual residence” and “shadow population.” In addition, we have extended the period for enumeration, and for how long the ministry will recognize a municipal shadow population count.

The manual was developed in partnership with Statistics Canada and addresses many of the concerns identified by you, our municipal partners. The manual, when used alongside the Municipal Census Regulation, provides municipalities with the tools necessary to conduct a municipal census that is consistent with best practices and ensures an accurate population count.

Some of the more notable enhancements over previous versions include:

- standardized methodology to enumerate persons with no usual residence;
- alignment of collection methodologies to reflect best practices and key learnings from the most recent federal census;
- updates to key census definitions including usual residence and shadow population;
- standardized approach to enumerating shadow population;
- the ability to include an estimated resident count for non-contacted dwellings and refusals recognized as part of the population total;
- a mechanism to review population submissions and verify population counts; and
- several other textual changes to the included forms, templates, and materials.

The new regulation and census manual will allow municipalities to conduct a census in 2024. Following the submission of the 2024 results, my department will be reaching out to you in an effort to capture what worked well, and what could be improved.

If you have any questions or would like additional information regarding the regulation or manual, please contact a Municipal Information Advisor by email at ma.updates@gov.ab.ca or by telephone, toll-free by first dialing 310-0000, then 780-422-2555.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rebecca Schulz', with a stylized flourish at the end.

Rebecca Schulz
Minister

Attachment: Municipal Census Regulation and Manual



ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister
MLA, Calgary-Shaw

MINISTERIAL ORDER NO. MSD:001/23

I, Rebecca Schulz, Minister of Municipal Affairs, pursuant to Section 604 of the *Municipal Government Act*, make the Municipal Census Regulation as set out in the attached Appendix.

Dated at Edmonton, Alberta, this 28th day of March, 2023.

Rebecca Schulz
Minister of Municipal Affairs

FILED UNDER
THE REGULATIONS ACT

ALBERTA REGULATION 88/2023

ON APRIL 6 20 23

DEPUTY REGISTRAR OF REGULATIONS

APPENDIX
Municipal Government Act
MUNICIPAL CENSUS REGULATION

Table of Contents

1	Interpretation
2	Municipal Census Manual
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Interpretation

1(1) In this Regulation,

- (a) “census day” means the date chosen by a municipal authority as the census date, occurring within a census period in which an enumeration is conducted, which can be a date prior to the start of enumeration;
- (b) “census period” means a 3-month consecutive period beginning on a date that is on or after March 1 and ending on a date that is on or before July 31 of the same year;
- (c) “municipal census” means a population count of the total number of individuals whose usual residence is in a municipal authority, conducted in accordance with this Regulation;
- (d) “shadow population” means the temporary residents of a municipal authority who are employed by an industrial or commercial establishment in the municipal authority and who have worked at least 120 hours for that employer in the 3-month period immediately preceding census day;
- (e) “temporary resident” means a person who resides in a municipal authority on census day but whose usual residence is located in another municipal authority or a place outside Alberta.

(2) For the purposes of this Regulation, the “usual residence” of a person is a location within a municipal authority with a residential street address or physical address that

- (a) is the main dwelling site of the person on census day, and
- (b) is the place where the person lives and sleeps and to which, when the person is absent from it, the person intends to return.

(3) Notwithstanding subsection (2),

- (a) the “usual residence” of a person who has been in an institution, such as a correctional institution or hospital, for less than 6 months is deemed to be the place that was the person’s usual residence before the person entered the institution, and
- (b) a student who
 - (i) is in attendance at an educational institution within or outside Alberta,
 - (ii) is residing in a place temporarily for the purpose of attending an educational institution, and
 - (iii) has family members who are usually resident in Alberta and with whom the student usually resides when not in attendance at an educational institutionis deemed to reside with those family members.

Municipal Census Manual

2 The Minister, by order, shall issue a Municipal Census Manual and may amend the Manual from time to time.

Census rules

3(1) A municipal authority that wishes to conduct a municipal census must

- (a) notify the Minister’s department by February 28 of the year in which the census will be conducted that the municipal authority will be conducting a municipal census and whether the municipal authority will count the

- shadow population of the municipal authority when conducting the census,
- (b) choose a census period and census day before beginning enumeration,
 - (c) ensure that the person in charge of the census swears or affirms the oath prescribed in the Municipal Census Manual prior to the census being conducted,
 - (d) ensure that all census enumerators complete the statement of a census enumerator prescribed in the Municipal Census Manual prior to undertaking work on the census,
 - (e) conduct the census in accordance with this Regulation and the Municipal Census Manual, and
 - (f) submit the results of the census in the form prescribed by the Municipal Census Manual before September 1 of the year in which the census was conducted.

(2) Notwithstanding subsection (1), if a municipal authority wants to conduct a census that is not in accordance with this Regulation and the Municipal Census Manual and have the results recognized by the Minister as the population of that municipal authority, the municipal authority must receive the Minister's approval prior to February 28 of the census year.

Shadow population

4(1) Subject to subsection (2), if the shadow population in a municipal authority is

- (a) greater than 1000 persons, or
- (b) less than 1000 persons but greater in number than 10% of the permanent population,

and the municipal authority has submitted its shadow population count to the Minister in the form prescribed by the Municipal Census Manual by no later than September 1 of the census year, a municipal authority may have the shadow population count included as part of the municipal authority's population total.

(2) The Minister shall determine whether the shadow population count in a municipal authority will be included as part of the municipal authority's population total.

(3) A shadow population count that is included in a municipal authority's population total shall be removed from the municipal authority's population total on the release of the next federal census for the municipal authority.

Review of census results

5 The Minister may direct a municipal authority to provide information regarding a municipal census to the Minister, in the form and manner determined by the Minister, for the purposes of reviewing a municipal census result.

Change in geographic area

6 If the geographic area of a municipal authority changes after June 30 in a year in which the municipal authority has conducted a municipal census, the Minister may require the municipal authority to update the results of the census and submit the updated results to the Minister in accordance with the directions of the Minister.

Use of census data

7 The Minister may use the results of a municipal census and shadow population count to determine the population of a municipal authority, as published by the Minister's department from time to time.

Expiry

8 For the purpose of ensuring that this Regulation is reviewed for ongoing relevancy and necessity, with the option that it may be repassed in its present or an amended form following a review, this Regulation expires on November 30, 2032.

**M.D. OF RANGLAND NO. 66
REPORT TO COUNCIL
Request for Decision (RFD)**

Title: Temporary Appointment- Nanton Community Health Centre Committee, Member-at-Large

Meeting Date: May 2, 2023

Originated By: Robert Strauss, CAO

Background: As Council is aware, the MD of Ranchland has participated on the Nanton Community Health Centre Management Committee (NCHCMC). Recent changes to the NCHCMC have formalized 3 non-voting members to sit on the committee to act as members-at-large. Each of these members-at-large were appointed by each of the three participating municipalities (1 per Municipality).

Council had appointed Mr. John Blake as the MD of Ranchland member-at-large to the committee. Recently Mr. Blake has suffered a medical event that has prevented him from actively serving on the committee.

Strategic Pillar:

- 3: Public Safety & Emergency Services
- 4: Financial Sustainability
- 5: Collaborative Partnership
- 6: Community

Options for Action: 1.) Appoint a temporary replacement for Mr. Blake as a member-at-large for the NCHCMC committee.

2. Other course of action

Financial Considerations:

No change in the current budget

CAO's Review/ Comments/:

Council should determine, based on the circumstances, if they wish to appoint a temporary member-at-large to the NCHCMC.

Attachments: None



**M.D. OF RANCHLAND NO. 66
REPORT TO COUNCIL
Request for Decision (RFD)**

Title: Nanton Children’s Society/Festival Sponsorship Commitment Request

Meeting Date: May 2, 2023

Originated By: Robert Strauss, CAO

Background: The Nanton Children’s Society has requested consideration of a donation to support the upcoming Nanton Children’s Festival.

Strategic Pillar: 5: Collaborative Partnership
6: Community

Options for Action: 1.) Council to determine a course of action

Financial

Considerations: Not a huge impact, but perhaps the bigger question would be one of a broader precedent setting decision.

CAO’s Review/

Comments: As this is a donation from the M.D. of Ranchland to a community group, I await Council’s direction.

Attachments: Letter from the Nanton Children’s Society

Looking for Community Sponsorship for the 2023 Nanton Children's Festival

The Nanton Children Society is a group of parents and community members looking to increase child activity and play in and around our town. We have contributed to several different playgrounds in town. We have organized many activities during these last few years including but not limited to the Nanton Lights the Way Hayride, fun activities for families during the covid pandemic (which we are continuing with this year for holidays) and our annual Scarecrow Contest. We are ecstatic to be able to host the annual Children's Festival for our 12th year.

We have provided a list of sponsorship packages for you to review. Be assured that your assistance in any way possible would be greatly appreciated. How will your money be used? You will be helping host a fun day for kids as part of our towns Round-Up Days AND donating towards a project that we will be coming up with this year in line with the town's future plans.

Thank you in advance for taking the time to review our sponsorship proposal. If you would like to sponsor or have any questions, please do not hesitate to contact Shanda Stelmach at 403-472-6760 or by email at

nantonchildrensociety@gmail.com

Sincerely,

Nanton Children Society Executives

Shanda Stelmach – President
Erin Johnston – Vice President
Evee Vaughan – Treasurer
Cheryl Montgomery – Secretary

Rhonda Anderson – Past President
Kristen Smith - Director
Megan Gray - Director

Packages

Bronze Sponsor - \$100

- Recognition on the Nanton Children Society Facebook Page.

Silver Sponsor - \$250

- Recognition on the Nanton Children Society Facebook Page, one business sign at the festival.

Gold Sponsor - \$500

- Recognition on the Nanton Children Society Facebook Page, two business signs at the festival.

Platinum Sponsor - \$1000

- Recognition on the Nanton Children Society Facebook Page, two business signs at the festival, logo on our festival event shirts.







2023-05-02 Agenda PACKAGE

Final Audit Report

2023-04-28

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