

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

**Municipal Building
Chain Lakes Provincial Park**

November 21, 2023

at 10:30 AM

- 1. CALL TO ORDER**
- 2. ACCEPTANCE OF AGENDA**
- 3. APPROVAL OF MINUTES**

Pages:

- A. Council Meeting of November 14, 2023.....Pages 3-6
- B.
- C.

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

- i. Action List **will be presented at the meeting**
- ii. 2024 Budget Meeting – 1st Draft.Page 7
- iii. LAPP Meeting..... Pages 8-20

B. Public Works

- i. .
- ii.

C. Agriculture/ Parks & Recreation

- i. .

D. Emergency/Protective Services

i. .

E. Legislative/& Planning/Development

i. .

F. Other Business

i.

7. IN-CAMERA (closed session)

A. .

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

F. Other Business

9. ADJOURNMENT

M.D. of Ranchland No. 66
Minutes of the Organizational Council Meeting
Tuesday, November 14, 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, November 14th, 2023, commencing at 10:30 a.m.

IN ATTENDANCE

Ron Davis, Reeve
Harry Streeter, Deputy Reeve

Robert Strauss, Chief Administrative Officer
Greg Brkich, Accountant
Sheldon Steinke, Council Liaison
Rick Niwa, Agriculture Fieldman
Nikki Funk, Recording Clerk
Kelly Starling, Director of Emergency Services
Thomas Nairn, Cpl., Nanton RCMP Detachment
Mark Amatto, Cpt., Crowsnest Pass RCMP Detachment
Perry Pelletier, Sgt., Claresholm RCMP Detachment

ABSENT

Cameron Gardner, Councillor

CALL TO ORDER

Reeve Davis called the meeting to order at 1:18 p.m.

ACCEPTANCE OF AGENDA

Motion No. 23/11/14/361 MOVED by Deputy Reeve Streeter to accept the agenda as presented.

CARRIED

Thomas Nairn left the meeting at 1:43 p.m.
Perry Pelletier left the meeting at 1:43 p.m.

Mark Amatto left the meeting at 2:17 p.m.
Rick Niwa joined the meeting at 2:27 p.m.

Kelly Starling left the meeting at 2:33

BUSINESS

Motion No. 23/11/14/361 6.D.i. – RCMP Delegation
MOVED by Deputy Reeve Streeter to accept the RCMP delegation Q2 presentations for information.

CARRIED

Motion No. 23/11/14/362 6.D.ii. – NG911 Agreement
MOVED by Reeve Davis to accept the discussion regarding the NG911 Agreement with Telus, for information.

CARRIED

- Motion No. 23/11/14/363** 6.C.i. – AG Personnel Budget Discussion
MOVED by Deputy Reeve Streeter That council authorizes the Ag. and Environment department to advertise for a full time Agricultural & Environmental Field Technician and that filling of the position be subject to the approval of budget funds to compensate the position and/or finding a suitable candidate.

CARRIED

Rick Niwa Left the Meeting at 2:37 p.m.

ACCEPTANCE OF MINUTES

- Motion No. 23/11/14/364** MOVED by Deputy Reeve Streeter that the minutes be adopted as presented.

CARRIED

Greg Brkich joined the meeting at 2:39 p.m.

EXTERNAL CORRESPONDANCE

- Motion No. 23/11/14/365** 5.E.i – RMA QJAC Summary Report
MOVED by Reeve Davis to accept the RMA QJAC Summary Report for information.

CARRIED

- Motion No. 23/11/14/366** 5.F.i – In the Spirit of Christmas
MOVED by Deputy Reeve Streeter that the M.D donate \$100.00 toward the Spirit of Christmas concert in Nanton, Alberta on December 6th, in care of the Nanton Ministerial Foodbank.

CARRIED

BUSINESS

- Motion No. 23/11/14/367** 6.A.i – Action List
MOVED by Reeve Davis that the Action List be tabled to the meeting on the 21st of November.

CARRIED

- Motion No. 23/11/14/368** 6.A.i. –2024 Budget Meeting (First Draft)
MOVED by Deputy Reeve Streeter to agree to schedule a regular Council meeting on November 21st, 2023, commencing at 10:30 a.m.

CARRIED

Motion No. 23/11/14/369 6.A.ii. –2023 Monthly Budget Report, as of September 30th, 2023
MOVED by Deputy Reeve Streeter to accept the September 2023
monthly budget report for information.

CARRIED

Motion No. 23/11/14/370 6.A.iii. –2023 Budget Adjustments
MOVED by Reeve Davis to accept the 2023 Budget Adjustment
recommendation report.

CARRIED

Motion No. 23/11/14/371 6.D.ii. – NG911 Agreement
MOVED by Reeve Davis to authorize administration to enter the
NG911 Agreement with TELUS.

CARRIED

Motion No. 23/11/14/372 6.E.i. – RMA FGM Report
MOVED by Reeve Davis to accept the RMA FGM Report and
discussion for information.

CARRIED

Reeve Davis recessed the meeting at 3:43 p.m.
Reeve Davis resumed the meeting at 3:50 p.m.

IN-CAMERA

Motion No. 23/11/14/373 MOVED by Reeve Davis that, in accordance with Section 197 of
the Municipal Government Act, Council moves into a closed
meeting at 3:50 p.m. to discuss matters involving advice from
officials, per section 24 of the Freedom of Information and
Protection of Privacy Act (FOIP).

CARRIED

Motion No. 23/11/14/374 MOVED by Reeve Davis that Council return to an open meeting at
4:05 p.m.

CARRIED

BUSINESS ARISING FROM IN-CAMERA

Motion No. 23/11/14/375 8.F.i – Liaison Officer’s Report to Council
MOVED by Deputy Reeve Streeter accept the Liaison Officer’s
report for information.

CARRIED

ADJOURNMENT

Being that the agenda matters have concluded, the Reeve declared the meeting adjourned at 4:07 p.m.

These minutes approved this 21st day of November, 2023.

Ron Davis, Reeve

Robert Strauss, Chief Administrative Officer

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

Title: Preliminary Budget Discussion

Meeting Date: November 21, 2023

Originated By: Robert Strauss, CAO

Background: As per the Budget Approval Process The first draft of the detailed budget estimates will be presented at the November 21, 2023, meeting of Council.

Strategic Pillar: 4. Financial Sustainability

**CAO's Review/
Comments/:** I have invited Rick Lawson, Rick Niwa and Greg Brkich to sit in and participate in discussions with Council at this stage.

Attachments: Detailed first draft of the 2024 Operating and Capital Budget to be presented at the meeting.

CAO's Initials RS

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

Title: Local Authorities Pension Plan Update

Meeting Date: November 21, 2023

Originated By: Robert Strauss, CAO

Background: As previously discussed at Council during the August 16, 2022, Council meeting, there is a need to look at employee pension options. I have been in discussions with the Local Authority Pension Plan administration every few months since that time, attempting to propose changes to the LAPP admission conditions. I may have finally succeeded in convincing LAPP to take a proposal for changes to their Board for consideration. Those proposed changes would essentially allow all existing employees a onetime choice to either join the LAPP or the option to “opt out” of LAPP. Future employees would as a condition of their employment be part of the LAPP.

Council may recall that when I last discussed LAPP in detail with Council, I presented a survey I had conducted, polling rural municipalities in Alberta. I started polling all rural Alberta municipalities starting at the Canada/US border and moving northwards. I stopped surveying when I got as far north as those rural municipalities approximately in the same geographic latitude as Edmonton. The surprising thing I discovered was that the only rural Alberta municipality in the survey that I had completed to that point that was not part of the LAPP, was the MD of Ranchland.

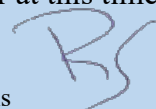
I have already previously discussed with Council the benefits of the MD of Ranchland being part of LAPP; were both the ability to attract future qualified employees and the retention of staff in the longer term.

The LAPP Board met on October 5th, 2023, and has agreed to the MD of Ranchland request for new municipalities joining the plan to be able to offer their existing staff a “one-time, opt-out of the LAPP, option. I have attached the written agreement containing the new “opt-out option clauses” for the LAPP.

Options for Action: 1.) Approve participation in the LAPP and the attached LAPP agreement, for the MD of Ranchland No.6 effective January 01, 2024, with the provision that the all-existing employees, employed with the MD of Ranchland No.6 on January 1, 2024, have a one-time option to “opt-out of the LAPP”.

2.) Accept for information and do not proceed further at this time.

CAO's Initials



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

I will be presenting estimates of initial enrollment numbers and costs to Council at the Council meeting.

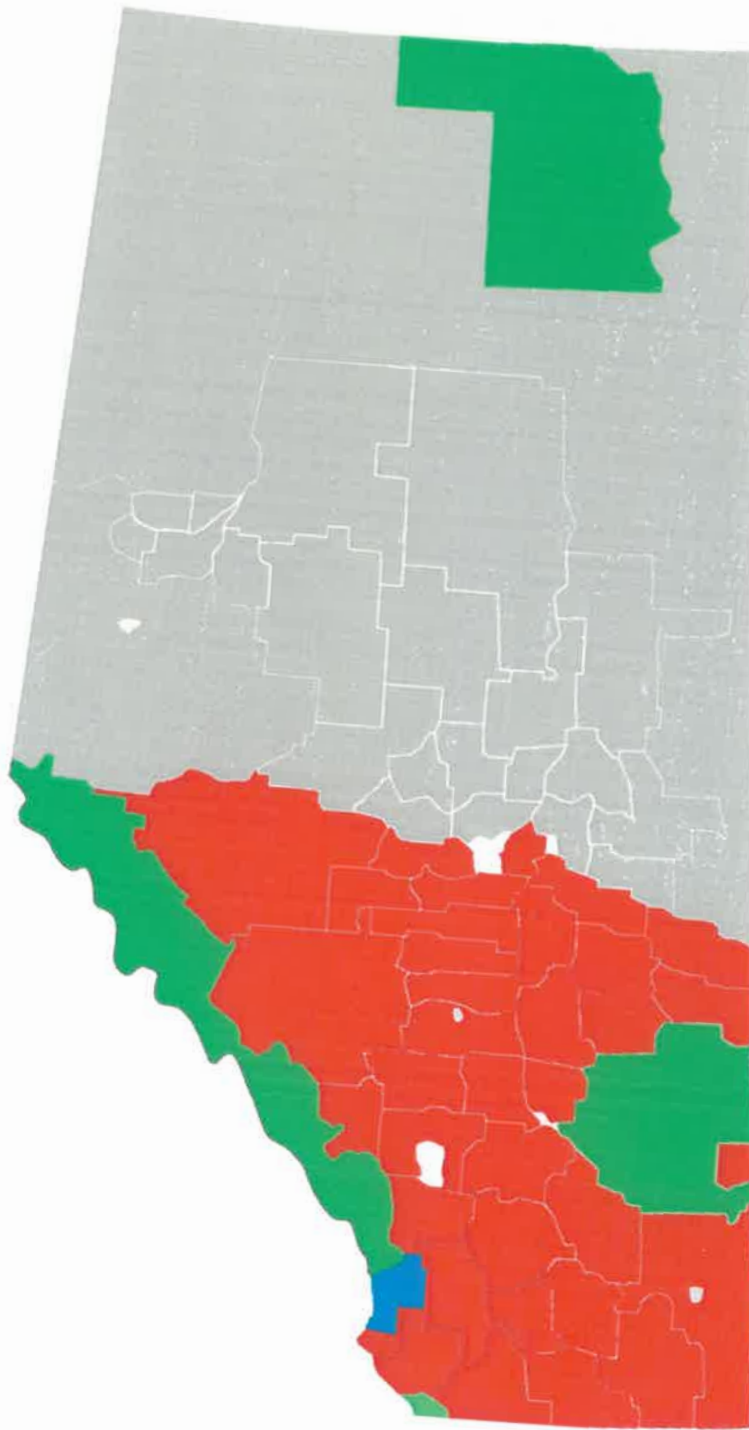
Attachments:

LAPP map showing survey results of rural municipality participation.

LAPP Agreement

CAO's Initials

RS



PARTICIPATION AGREEMENT

BETWEEN

LAPP Corporation



AND

Municipal District of Ranchland No. 66



EFFECTIVE January 1, 2024

LAPP Participation Agreement

This Agreement made this 24th day of October, 2023 between LAPP Corporation and the Municipal District of Ranchland No. 66 (the “Employer”).

(i) In consideration of the Municipal District of Ranchland No. 66 becoming a Participating Employer in LAPP, commencing with effect from the Effective Date, by making contributions to LAPP in accordance with the requirements of the Plan Text, and

(ii) in consideration of LAPP Corporation making benefits available to the eligible employees of the Participating Employer on whose behalf contributions are remitted to LAPP; and

(iii) notwithstanding that certain terms and conditions of LAPP and the Participating Employer’s potential withdrawal therefrom remain undetermined as of the Effective Date; and

(iv) in recognition that LAPP is a non-collectively bargained multi-employer plan under the Employment Pension Plans Act;

the parties hereby agree as follows:

1. DEFINITIONS

(a) **Administrative Policies** means any administrative policies, as adopted and amended from time to time by LAPP Corporation in its sole discretion, that supplement, represent LAPP Corporation’s interpretations of, or provide guidance in the implementation of the Plan Text provisions.

(b) **Continuous Basis** means, in relation to employment, a basis where no date or event, if any, fixed with reference to employment, has been established for the cessation of employment. For greater certainty, Continuous Basis excludes contract and casual employment engagements except where the terms of a contract or a Participating Employer’s Pension Policies mandate participation in LAPP. Furthermore, where an employee is employed on a Continuous Basis, the identification of an end date to such employment does not change the nature of the employment basis until such end date is attained.

(c) **Effective Date** means January 1, 2024.

(d) **Employment Pension Plans Act** means the *Employment Pension Plans Act*, SA 2012, Chapter E-8.1, as amended from time to time, including the regulations made thereunder.

(e) **Joint Governance Act** means the *Joint Governance of Public Sector Pension Plans Act*, SA 2018, Chapter J-0.5, as amended from time to time.

(f) **Income Tax Act** means the *Income Tax Act* (Canada), as amended from time to time, including the regulations made thereunder.

(g) **LAPP** means the Local Authorities Pension Plan, bearing registration number 0216556 under the Employment Pension Plans Act and the Income Tax Act.

(h) **LAPP Corporation** means LAPP Corporation, as established by the Joint Governance Act, in its capacity as administrator of LAPP.

LAPP Participation Agreement

- (i) **Participating Employer** means a Participating Employer as defined within the Plan Text.
- (j) **Pension Administrator** means the agent designated by LAPP Corporation to provide pension administration services to LAPP Corporation in respect of LAPP.
- (k) **Pension Policies** means, in relation to a Participating Employer, its established written policies or agreements relating to LAPP addressing: (i) the eligibility or requirement of its employees or classes of employees to participate in LAPP, (ii) the remuneration to be included as pensionable earnings for the purposes of LAPP, and (iii) the crediting of pensionable service.
- (l) **Plan Text** means the plan text document as contemplated under the Employment Pension Plans Act.
- (m) **Sponsor Board** means the LAPP Sponsor Board established by the Joint Governance Act.
- (n) **Superintendent of Pensions** means the Superintendent of Pensions for the province of Alberta, appointed pursuant to the Employment Pension Plans Act.

2. ADMISSION OF EMPLOYER AS PARTICIPATING EMPLOYER

The Employer is hereby admitted as a Participating Employer in LAPP upon and subject to the terms and conditions of this Agreement.

3. PLAN TERMS AND CONDITIONS

The Employer, as a condition of participation, acknowledges and agrees:

- (a) to be bound by the terms and conditions of the Plan Text and all other documents that support LAPP, including, for greater certainty, the terms and conditions of all Administrative Policies and this Agreement, in effect at the time participation becomes effective, and any amendments or modifications thereto duly made and effected thereafter;
- (b) to the applicability of the relevant laws regulating the operation of registered pension plans in Alberta. Where applicable laws dictate a particular result, the Employer agrees that LAPP Corporation's responsibilities and obligations must be interpreted in light of such legal requirements, and as required, the Employer agrees to take such action, or refrain from taking such action, as may be necessary to ensure LAPP's ongoing compliance with applicable laws;
- (c) that the Plan Text terms, including without limitation the establishment of the required employee and Participating Employer contribution rates, are within the sole and absolute discretion of the Sponsor Board and LAPP Corporation, subject to applicable laws;
- (d) subject to section 9 of this Agreement, that the Plan Text terms may not provide any means for the termination of the Employer's participation in LAPP or of this Agreement prior to March 1, 2024;
- (e) that the Plan Text is at all times paramount to the Pension Policies or any other document or pronouncement of a Participating Employer purporting to modify the LAPP rules, and that all Pension Policies, including any amendments thereto, are subject to and superseded by the Plan Text provisions, and must be approved by LAPP Corporation, where such approval will be withheld if the Pension Policies do not comply with the Plan Text terms or are determined to impose a financial risk or cost on LAPP;

LAPP Participation Agreement

- (f) to the right and obligation of LAPP Corporation to administer LAPP and provide benefits in accordance with the Joint Governance Act, the Plan Text, and any other applicable laws; and
- (g) that it is responsible to remit its own and its employees' contributions and any special payments to LAPP in such amounts, and at such times as shall be required pursuant to the Plan Text and any applicable Administrative Policies, as well as any other applicable requirements specified in the Employment Pension Plans Act.

4. EMPLOYEE PARTICIPATION

- (a) All employees of the Employer who are employed on a Continuous Basis and are regularly scheduled to work 30 or more hours per week under one or more contracts of employment with the Employer are required to participate in LAPP as set forth in the Plan Text.
- (b) Employees of the Employer who are not regularly scheduled to work at least 14 hours of work per week (or 728 hours per year) under one or more contracts of employment with the Employer are not permitted to commence participation in LAPP unless the participation of such employees is otherwise permitted under the terms of the Plan Text.
- (c) All employees of the Employer employed on a Continuous Basis, other than those employees described in Sections 4(a) and (b), are permitted to commence participation in LAPP if the Employer's Pension Policies permit or mandate their participation in LAPP.
- (d) Once an employee commences participation in LAPP, such participation shall not terminate while the employee remains employed by the Employer unless: (i) such employee ceases to be employed in a capacity or class of employment where participation is permissible or required under the terms of the Employer's Pension Policies, (ii) the Employer withdraws from LAPP participation in accordance with LAPP's employer withdrawal provisions as may be in effect from time to time, or (iii) a termination of participation is otherwise required pursuant to the terms of the Plan Text or this Agreement.
- (e) Notwithstanding Sections 4(a) to (d), employees of the Employer who are employed outside of Alberta and subject to the pension legislation of a jurisdiction other than Alberta are not permitted to participate in LAPP without the prior written permission of LAPP Corporation.
- (f) Notwithstanding Sections 4(a) to (d), an employee who was employed by the Employer immediately prior to the Effective Date is permitted by section 4.03(b)(3) of the Plan Text to opt out of participating in LAPP by providing the Employer with a signed declaration.

5. ADMINISTRATION

- (a) The Employer acknowledges and agrees that LAPP Corporation is the administrator of LAPP for purposes of the Employment Pension Plans Act, and the trustee of the LAPP fund, both as provided in the Joint Governance Act, including for greater certainty its roles, responsibilities and authorities set out therein, and subject to the responsibilities assigned to the Sponsor Board in the Joint Governance Act.
- (b) LAPP Corporation and its agents shall be entitled to rely upon the accuracy of information supplied by the Employer. Neither LAPP Corporation nor LAPP will be responsible for errors arising from reliance on such information and will be indemnified and saved harmless by the Employer from and against

LAPP Participation Agreement

any cost or liability incurred as a result of such errors. Where any errors are discovered and where feasible, LAPP Corporation and the Employer shall work collaboratively to remedy the errors.

- (c) The Employer is responsible to provide required information on a timely basis to permit proper risk management and administration of LAPP and benefits thereunder. Failure by the Employer to provide information as required compromises the efficient and legally compliant operation of LAPP and may result in a financial penalty to the Employer, where such penalty may be assessed directly to the Employer by the Superintendent of Pensions or indirectly where a penalty is assessed to LAPP, LAPP Corporation or the directors of LAPP Corporation. Requirements for information submission are set out in the table immediately following:

Item	Standard
Delivery of validated member data for annual member statement production to the Pension Administrator	By March 15 th immediately following any calendar year end
Response to normal day-to-day inquiries from LAPP Corporation or the Pension Administrator	Within five (5) business days
Response to ad hoc information requests from LAPP Corporation or the Pension Administrator	Within fifteen (15) business days
Contribution and special payment remittance to the Pension Administrator	Within 15 days following the end of the applicable pay period
Advise the Pension Administrator of employee terminations of participation	Within two (2) weeks following the termination date
Advise the Pension Administrator of employee enrolments	Within two (2) weeks following the end of the pay period where the employee's participation commences

- (d) The Employer agrees to provide to LAPP Corporation or the Pension Administrator, on a timely basis, all information required pursuant to the Employment Pension Plans Act, as amended from time to time, and any additional information which may be required by the applicable legislation for an employer employing employees in a province other than Alberta who are subject to the pension legislation of a jurisdiction other than Alberta, which the Pension Administrator may reasonably require in order to properly record and process pension contributions and pension benefits and to ensure compliance with section 4(e) of this Agreement.
- (e) LAPP Corporation, directly or through the Pension Administrator, shall provide the Employer with the tools and guidance necessary to facilitate the reporting or submission of contributions and all information required under the terms of this Agreement.

6. BOARD REPRESENTATION

The Employer shall not be entitled to appoint or nominate representatives to the LAPP Corporation board of directors or to the Sponsor Board, except as may be specifically provided in the Joint Governance Act.

7. FEES, COSTS AND EXPENSES

The fees, costs and expenses incurred by the Employer to participate in LAPP, except for any reasonable fees, costs and expenses that may be approved or otherwise directed by LAPP Corporation, shall be the sole responsibility of the Employer.

LAPP Participation Agreement

8. PENSION POLICIES COMPLIANCE

- (a) The Employer shall provide to LAPP Corporation, at its own cost, and in accordance with such timelines as directed by LAPP Corporation:
- (i) a copy of its LAPP Pension Policies, along with any subsequent amendments to such policies forthwith after they are made;
- and either
- (ii) an annual certification from an independent auditor addressing compliance by the Employer with the Plan Text, this Agreement, any other applicable legislation, and if applicable, certification that all employee and employer contributions remitted and reported to LAPP were determined in accordance with any template tool provided to the Employer by LAPP Corporation (CICA Handbook S. 3531); or
 - (iii) a triennial report prepared by an independent auditor addressing the Employer's compliance with the Pension Policies and other measures specified by LAPP Corporation (CICA Handbook S. 9100), along with an *Annual Statement of Control Environment (ASCE)* and an annual *Statement of Non-participating Employees (LA44)*.

The Employer shall initially be required to provide the reporting noted in Section 8(a)(ii). Upon application, and subject to an initial and on-going satisfactory record of compliance, LAPP Corporation may permit the Employer to instead report in accordance with Section 8(a)(iii).

- (b) Should LAPP Corporation have reason to believe the Employer is not complying with its Pension Policies or the terms of the Plan Text or this Agreement, LAPP Corporation may engage auditors to independently verify the Employer's compliance. The Employer agrees to provide such auditors with access, on a timely basis, to any and all information necessary to arrive at a reasonable assessment of compliance.

9. TERMINATION OF EMPLOYER PARTICIPATION

- (a) The Employer acknowledges that the provisions governing the withdrawal by the Employer as a Participating Employer from LAPP are to be set out in the Plan Text. Pursuant to the provisions of the Joint Governance Act, the Sponsor Board has until March 1, 2024 to finalize and implement such terms in the Plan Text and, as such, those terms are undefined at the time of execution of this Agreement and may remain so until March 1, 2024. Upon those terms taking effect, the Employer's right to any such withdrawal will be subject to those terms. The Employer has no right to withdraw as a Participating Employer from LAPP until March 1, 2024 or such earlier time as may be agreed by the Sponsor Board.
- (b) In the event the Employer is in breach of its obligations hereunder and, after being advised of such breach, has not rectified the breach within a reasonable time, LAPP Corporation may, subject to the Employment Pension Plans Act, take such action and impose such requirements on the Employer as LAPP Corporation deems appropriate in its sole discretion up to and including termination of such Employer's participation as a Participating Employer in LAPP.

LAPP Participation Agreement

10. Confidentiality

- (a) During the term of this Agreement, a party may disclose to the other party certain confidential, private, or proprietary information (“Confidential Information”) relating to LAPP, LAPP Corporation, LAPP members, LAPP beneficiaries or the Employer. The party receiving any such Confidential Information agrees to hold all such Confidential Information in strictest confidence and not to disclose or otherwise make available any of such Confidential Information in any form to any person except:
- (i) to those employees or agents of the parties who need access to such information to carry out the terms of this Agreement; or
 - (ii) where a disclosure of such information by the parties is required by any governmental or regulatory authority to ensure compliance with laws, rules, or regulations, in which case the relevant party must provide advance notice to the other party of the need for the disclosure and must not disclose absent consent from the other party, except to the extent required by law, legal process, or regulatory authority having jurisdiction over the parties.
- (b) The parties must take reasonable measures (including, without limitation, all precautions taken by each party to protect its own confidential, private, or proprietary information, as the case may be) to secure and protect such information against unauthorized use and disclosure. If a party is unsure whether information is confidential information of the other party, the party must assume that it is confidential unless otherwise informed by the other party.

11. DISPUTE RESOLUTION

Any and all disputes between the parties arising out of or in connection with this Agreement or the Employer’s participation as a Participating Employer in LAPP, (“Disputes”, each a “Dispute”), shall be fully and finally resolved in accordance with the procedures set forth in this Section 11.

- (a) In case of a Dispute:
- (i) The parties shall first seek to resolve the dispute by negotiation. Either party may provide to the other written notice containing a request to negotiate. Upon receipt of such notice, senior representatives of the parties with the authority to settle the matter shall meet within 10 days in an attempt to negotiate the dispute in good faith.
 - (ii) If the parties do not resolve some or all of the issues in dispute within 20 days from the notice to commence negotiations, the parties agree to attempt to resolve those issues through mediation.
 - (iii) The parties agree to jointly select a mediator within 30 days from the notice to commence negotiations. If they are unable to do so, then a mediator will be chosen, upon application by the parties, by the International Centre for Dispute Resolution.
 - (iv) All information exchanged during the negotiation and mediation processes shall be regarded as “without prejudice” communications for the purposes of settlement negotiations and shall be treated as confidential by the parties and their representatives unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during negotiation or mediation.

LAPP Participation Agreement

- (v) The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to resolve the dispute, or will have a rapid means of obtaining the requisite authorization.
 - (vi) The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator and all administrative costs of the mediation, such as the cost of a meeting room, if any, shall be borne equally by the parties.
 - (vii) If the Dispute has not been resolved within 30 days after the appointment of the mediator, either party may, by written notice to the other, withdraw from the mediation process and refer the Dispute to be arbitrated and fully and finally resolved pursuant to the *Arbitration Act* (Alberta). The seat of the arbitration shall be Edmonton, Alberta. The language of the arbitration shall be English and will be governed by Alberta law.
 - (viii) A Dispute referred to arbitration must be determined by a single arbitrator who is a disinterested professional advisor or active or retired executive officer of a Canadian public sector pension plan, in all cases having not less than 10 years' experience in the Canadian public sector pension plan industry, or alternatively a lawyer who is a member of the Law Society of Alberta and who has 10 years' experience working on pension plan matters.
 - (ix) Each party shall bear the expense of its own arbitration, including any outside legal counsel and expert witness fees, unless the arbitrator decides otherwise. The parties shall jointly and equally bear the expense of the arbitrator and other costs of the arbitration.
 - (x) Notwithstanding any other provision of this Section 11, prior to the appointment of a mediator or arbitrator, either party may seek interim or interlocutory injunctive relief from a court of competent jurisdiction.
- (b) Pending the resolution of a Dispute under this Section 11 the Participating Employer shall continue to make contributions to LAPP as otherwise required herein, and the parties agree to perform their respective obligations under this Agreement.

12. GENERAL PROVISIONS

- (a) The Employer agrees to indemnify and save harmless LAPP Corporation, its directors, officers and employees, the Sponsor Board and LAPP from and against all costs, expenses, damages, claims, demands, liabilities, actions or proceedings to which they may become subject, arising directly or indirectly from the Employer's failure to discharge its responsibilities under this Agreement, applicable laws or the LAPP Plan Text or supporting documents, or for any act or omission on the part of the Employer in connection therewith.
- (b) This Agreement shall be governed by and construed in accordance with the laws of Alberta, and the laws of Canada applicable therein.
- (c) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

LAPP Participation Agreement

- (d) Except in the event of the Employer's withdrawal of participation where a new pension plan is established for any of the Employer's employees to which the employees' benefits are transferred from LAPP, the Employer has no obligation to provide the benefits established by LAPP beyond the obligation to make contributions pursuant to the terms of the Plan Text and applicable law. In the event that at any time LAPP does not have sufficient assets to permit continued payments under LAPP, nothing contained in this Participation Agreement shall be construed as obligating the Employer to make contributions other than contributions which the Employer is obligated to remit pursuant to the terms the of Plan Text or applicable law.
- (e) LAPP Corporation will provide to the Employer, at its request, a copy of the Plan Text and Administrative Policies, including any subsequent amendments made thereto.
- (f) In the course of performing its duties in relation to LAPP, LAPP Corporation will comply with applicable Canadian privacy legislation, including without limitation , the rules for the collection, use and disclosure of personal information as set out in the *Personal Information Protection Act* (PIPA) or *Freedom of Information and Protection of Privacy Act* (FOIP) of Alberta, as applicable, to the extent such rules apply to any personal information provided to LAPP Corporation by the Participating Employer under this Agreement and to the services to be provided by LAPP Corporation in this Agreement. The personal information is also subject to the provisions of the Pension Administrator's Privacy Statement, a copy of which shall be provided to the Participating Employer upon request.
- (g) This Agreement contains the entire agreement between the parties and supersedes any prior agreement, whether written or oral, with respect to the participation of the Employer in LAPP, or the administration of LAPP by LAPP Corporation, or where applicable, the carrying out of its responsibilities by the Sponsor Board.
- (h) Subject to section 9 of this Agreement, this Agreement may only be terminated upon the mutual written consent of the parties.
- (i) If an amendment to this Agreement is required (i) pursuant to any legislation affecting this Agreement including, but not limited to the Employment Pension Plans Act, the Income Tax Act, or the Joint Governance Act, (ii) pursuant to the application of any other law, judicial or otherwise, or (iii) as a result of any amendment to the Plan Text or any other decision of the Sponsor Board within the scope of its authority pursuant to the Joint Governance Act, this Agreement may be amended by LAPP Corporation upon 90 days' notice to the Employer. In all other cases, this Agreement may be amended only upon the mutual written consent of the parties.
- (j) The Participating Employer represents that it has the legal capacity to enter into and perform its obligations under this Agreement.
- (k) The Participating Employer may not assign any rights, obligations, or interests under this Agreement without the prior written consent of LAPP Corporation.
- (l) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. A counterpart may be delivered by facsimile, email attachment (of a PDF document), or other electronic means, which shall be as effective as hand delivery of the original executed counterpart.

LAPP Participation Agreement

Any party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

(m) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, and the balance of this Agreement shall be construed as though such invalid or unenforceable provision were severed or omitted unless doing so would materially alter the effect of this Agreement.

(n) The provisions of Sections 3(g), 10 and 11 shall survive the termination of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement with effect as of and from the Effective Date.

LAPP CORPORATION

Per: _____

Name: Troy Mann

Title: President & CEO

Municipal District of Ranchland No. 66

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have authority to bind the Employer







Agenda PACKAGE 2023-11-21

Final Audit Report

2023-11-17

Created:	2023-11-17
By:	Nikki Funk (legislative@ranchland66.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHAB2jcmgTuO-L2wSEGVkf4QcDhUELLYT

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-  Document created by Nikki Funk (legislative@ranchland66.com)
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-  Signer cao@ranchland66.com entered name at signing as Robert Strauss
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-  Document e-signed by Robert Strauss (cao@ranchland66.com)
Signature Date: 2023-11-17 - 11:11:11 PM GMT - Time Source: server- IP address: 199.167.26.98
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