




MACKENZIE COUNTY


REGULAR COUNCIL MEETING

**SEPTEMBER 10, 2024
10:00 AM**

**FORT VERMILION COUNCIL
CHAMBERS**

 780.927.3718

 www.mackenziecounty.com

 4511-46 Avenue, Fort Vermilion

 office@mackenziecounty.com



Mackenzie County

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Tuesday, September 10, 2024
10:00 a.m.**

Fort Vermilion Council Chambers

Fort Vermilion, Alberta

AGENDA

			Page
CALL TO ORDER:	1.	a) Call to Order	
AGENDA:	2.	a) Adoption of Agenda	
ADOPTION OF PREVIOUS MINUTES:	3.	a) Minutes of the August 14, 2024 Regular Council Meeting	7
		b) Business Arising out of the Minutes	
CLOSED MEETING:		<i>Freedom of Information and Protection of Privacy Act Division 2, Part 1 Exceptions to Disclosure</i>	
	4.	a) Offer to Purchase – Part of SW 7-109-19W5M <i>(FOIP Sections 23, 24, 25, and 27)</i>	
		b) Offer to Sell – Part of Plan FORTVER, Block03, Lot 08 (Fort Vermilion) <i>(FOIP Sections 23, 24, 25, and 27)</i>	
		c) Request for Support for John D'or Access Road from Little Red River Cree Nation <i>(FOIP Sections 21 and 23)</i>	
		d) Legal Update <i>(FOIP Sections 23, 24, 25, and 27)</i>	
		e) CAO Report <i>(FOIP Sections 16, 17, 23 and 24)</i>	
		f)	
		g)	
TENDERS:	5.	a) None	
PUBLIC HEARINGS:		Public Hearings are scheduled for 1:00 p.m.	

	6.	a)	Bylaw 1345-24 Partial Plan Cancellation and Lot Consolidation of Plan 962 4275, Block 04, Lots 13-17	21
DELEGATIONS:	7.	a)	Diane Chiasson, Census Coordinator 2024 Mackenzie County Census Final Report (11:30 a.m.) Zoom	29
		b)	Alberta Trappers Association (11:45 a.m.)	61
		c)	Brownlee LLP Procurement Process (2:00 p.m.) Zoom	67
GENERAL REPORTS:	8.	a)	None	
AGRICULTURE SERVICES:	9.	a)	Budget Amendment – Mackenzie County Irrigation Initiative/ Municipal Irrigation Data Collection	105
		b)	Soil Feasibility Study for Irrigable Lands Request for Proposals	107
		c)		
		d)		
COMMUNITY SERVICES:	10.	a)	Forest Resource Improvement Association of Alberta (FRIAA) Grant Funding	127
		b)	Revise Bylaw 0956-14 and Bylaw 1196-20 and Bylaw 924-13	133
		c)	Draft Letter to Alberta Conservation Association (Bison Tag Revenue)	159
		d)		
		e)		
FINANCE:	11.	a)	2024 Minimum Tax - Grazing Leases	161
		b)	Uncollectible Taxes – 2024 GIPOT	165
		c)	2024 Mackenzie Agricultural Fair & Tradeshow – Post Event Budget Amendment	171
		d)		

		f)		
OPERATIONS:	12.	a)	Motor Grader Disposal	173
		b)		
		c)		
UTILITIES:	13.	a)	Wolfe Lake Rural Water Point	175
		b)		
		c)		
PLANNING & DEVELOPMENT:	14.	a)	Alberta Community Partnership Program Grant – Intermunicipal Development Plan with Town of High Level	179
		b)		
		d)		
ADMINISTRATION:	15.	a)	Rail Safety Week Proclamation	213
		b)	La Crete Agricultural Society - Request for Letter of Support	217
		c)	Municipal Ward Boundary and Governance Review – Public Consultation	221
		d)	Meetings with Ministers – Rural Municipalities of Alberta (RMA) 2024 Fall Convention	231
		e)		
		f)		
COMMITTEE OF THE WHOLE ITEMS:	16.	a)	None	
COUNCIL COMMITTEE REPORTS:	17.	a)	Council Committee Reports (verbal)	
		b)	Municipal Planning Commission Meeting Minutes	235
		c)		
		d)		

- | | | | | |
|--|-----|----|--|-----|
| INFORMATION /
CORRESPONDENCE: | 18. | a) | Information/Correspondence | 261 |
| NOTICE OF MOTION: | 19. | a) | | |
| NEXT MEETING
DATES: | 20. | a) | Regular Council Meeting
September 23, 2024
10:00 a.m.
Fort Vermilion Council Chambers | |
| | | b) | Regular Council Meeting
October 16, 2024
10:00 a.m.
Fort Vermilion Council Chambers | |
| ADJOURNMENT: | 21. | a) | Adjournment | |



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Darrell Derksen, Chief Administrative Officer
Title:	Minutes of the August 14, 2024 Regular Council Meeting

BACKGROUND / PROPOSAL:

Minutes of the August 14, 2024 Regular Council Meeting are attached.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

Approved Council Meeting minutes are posted on the County website.

POLICY REFERENCES:

Author: T. Thompson **Reviewed by:** L. Flooren **CAO:** D. Derksen

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the minutes of the August 14, 2024 Regular Council Meeting be adopted as presented.

Author: T. Thompson **Reviewed by:** L. Flooren **CAO:** D. Derksen

**MACKENZIE COUNTY
REGULAR COUNCIL MEETING**

**Wednesday, August 14, 2024
10:00 a.m.**

**Fort Vermilion Council Chambers
Fort Vermilion, AB**

PRESENT:

Joshua Knelsen	Reeve (virtual)
Walter Sarapuk	Deputy Reeve
Peter F. Braun	Councillor
Cameron Cardinal	Councillor
David Driedger	Councillor (left the meeting at 1:52 p.m.)
Eileen Morris	Councillor
Ernest Peters	Councillor (joined virtually at 10:29 a.m., left the meeting at 12:24 p.m., rejoined the meeting virtually at 1:22 p.m. and left the meeting at 1:49 p.m.)
Garrell Smith	Councillor
Lisa Wardley	Councillor
Dale Wiebe	Councillor (virtual, left the meeting at 12:19 p.m.)

REGRETS:

ADMINISTRATION:

Darrell Derksen	Chief Administrative Officer
Don Roberts	Director of Community Services
Jennifer Batt	Director of Finance
Andy Banman	Director of Operations
Caitlin Smith	Director of Planning and Development
Louise Flooren	Manager of Legislative & Support Services/ Recording Secretary
Landon Driedger	Agricultural Fieldman

ALSO PRESENT: Members of the Public

Minutes of the Regular Council Meeting for Mackenzie County held on August 14, 2024 in the Council Chambers at the Fort Vermilion County Office.

CALL TO ORDER: 1. a) Call to Order

Deputy Reeve Sarapuk called the meeting to order at 10:00 a.m.

AGENDA: 2. a) Adoption of Agenda

MOTION 24-08-561 MOVED by Councillor Driedger

That the agenda be adopted with the following additions:

- 4. c) Land Purchase (*FOIP Sections 23, 24, 25 and 27*)
- 10. a) Forest Capital of Canada – Fire Pits
- 11. e) 2025 Budget Workshop – Scheduling
- 12. d) Road Construction
- 15. c) Alberta Forest Products Association 2024 Annual General Meeting – Location & Date Change

CARRIED

ADOPTION OF PREVIOUS MINUTES: 3. a) Minutes of the July 17, 2024 Regular Council Meeting

MOTION 24-08-562 MOVED by Councillor Wardley

That the minutes of the July 17, 2024 Regular Council Meeting be adopted as presented.

CARRIED

ADOPTION OF PREVIOUS MINUTES: 3. b) Business Arising out of the Minutes

None.

CLOSED MEETING: 4. a) Closed Meeting

MOTION 24-08-563 MOVED by Councillor Morris

That Council move into a closed meeting at 10:03 a.m. to discuss the following:

- 4.a) Advertising and Sale of Mackenzie County Land – Plan 052 0560, Block 05, Lot 04 (Hamlet of La Crete) (*FOIP Sections 23, 24, 25 and 27*)
- 4.b) CAO Report (*FOIP Sections 16, 17, 23 and 24*)
- 4.c) Land Purchase (*FOIP Sections 23, 24, 25 and 27*)

CARRIED

The following individuals were present during the closed meeting discussion. (*MGA Section 197*)

- All Councillors Present excluding Councillor Peters
- Darrell Derksen, Chief Administrative Officer
- Jennifer Batt, Director of Finance
- Caitlin Smith, Director of Planning and Development
- Louise Flooren, Manager of Legislative & Support Services/ Recording Secretary

MOTION 24-08-564 **MOVED** by Councillor Wardley

That Council move out of a closed meeting at 10:23 a.m.

CARRIED

Deputy Reeve Sarapuk recessed the meeting at 10:23 a.m., Councillor Peters joined the meeting virtually at 10:29 a.m. and Deputy Reeve Sarapuk reconvened the meeting at 10:30 a.m.

MOTION 24-08-565 **MOVED** by Councillor Braun

That Council move into a closed meeting at 10:30 a.m. to discuss the following:

- 4.a) Advertising and Sale of Mackenzie County Land – Plan 052 0560, Block 05, Lot 04 (Hamlet of La Crete) (*FOIP Sections 23, 24, 25 and 27*)
- 4.b) CAO Report (*FOIP Sections 16, 17, 23 and 24*)
- 4.c) Land Purchase (*FOIP Sections 23, 24, 25 and 27*)

CARRIED

The following individuals were present during the closed meeting discussion. (*MGA Section 197*)

- All Councillors Present
- Darrell Derksen, Chief Administrative Officer
- Jennifer Batt, Director of Finance
- Caitlin Smith, Director of Planning and Development
- Louise Flooren, Manager of Legislative & Support Services/ Recording Secretary

Administration left the meeting at 10:39 a.m. excluding Darrell Derksen, Chief Administrative Officer

MOTION 24-08-566 **MOVED** by Councillor Cardinal

That Council move out of a closed meeting at 11:15 a.m.

CARRIED

TENDERS: **5. a) Agricultural Land Lease – Plan 2122750; Block 13;
Lot 1 in Fort Vermilion**

MOTION 24-08-567 **MOVED** by Councillor Morris

That the Agricultural Land Lease for Plan 2122750; Block 13;
Lot 1 in Fort Vermilion Request for Proposal be opened.

CARRIED

Bidder	Amount
Richard Wolfe	\$ 183.80
Christopher Bartell	\$1,654.00
Jonathan Newman	\$1,600.00

MOTION 24-08-568 **MOVED** by Councillor Cardinal

That the Agricultural Land Lease for Plan 2122750; Block 13;
Lot 1 in Fort Vermilion be awarded to the highest bidder.

CARRIED

Deputy Reeve Sarapuk recessed the meeting at 11:22 a.m. and
reconvened the meeting at 11:27 a.m.

CLOSED MEETING: **4. a) Advertising and Sale of Mackenzie County Land –
Plan 052 0560, Block 05, Lot 04 (Hamlet of La Crete)**

MOTION 24-08-569 **MOVED** by Councillor Braun

That administration proceed with the sale of Plan 052 0560,
Block 05, Lot 04 as per policy FIN035 with a reserve bid as per
appraisal.

CARRIED

CLOSED MEETING: **4. b) CAO Report**

MOTION 24-08-570 **MOVED** by Councillor Smith

That the CAO Report be received for information.

CARRIED

CLOSED MEETING: 4. c) Land Purchase (ADDITION)

MOTION 24-08-571 **MOVED** by Councillor Morris
Requires Unanimous

That administration research and bring back options to sell a portion of SW 7-109-19-W5.

CARRIED UNANIMOUSLY

PUBLIC HEARINGS: 6. a) None

DELEGATIONS: 7. a) None

GENERAL REPORTS: 8. a) None

AGRICULTURE SERVICES: 9. a) None

COMMUNITY SERVICES: 10. a) Forest Capital of Canada – Fire Pits (ADDITION)

MOTION 24-08-572 **MOVED** by Councillor Smith

That the Forest Capital of Canada – Fire Pits discussion be received for information.

CARRIED

FINANCE: 11. a) Borrowing Bylaw 1346-24 – La Crete North Sanitary Trunk Sewer Project

MOTION 24-08-573 **MOVED** by Councillor Driedger

That second reading be given to Bylaw 1346-24 being the borrowing bylaw for La Crete North Sanitary Trunk Sewer Project.

CARRIED

MOTION 24-08-574 **MOVED** by Councillor Braun

Requires 2/3

That third reading be given to Bylaw 1346-24 being the borrowing bylaw for La Crete North Sanitary Trunk Sewer Project.

Councillor Smith requested a recorded vote:

In Favor	Opposed
Reeve Knelsen	Councillor Smith
Deputy Reeve Sarapuk	
Councillor Braun	
Councillor Cardinal	
Councillor Driedger	
Councillor Morris	
Councillor Peters	
Councillor Wardley	
Councillor Wiebe	

CARRIED

FINANCE:

11. b) Disaster Recovery Program – 2023 Wildfire Events

MOTION 24-08-575

MOVED by Councillor Morris

That the 2023 Wildfire events Disaster Recovery Program report be received for information.

CARRIED

FINANCE:

11. c) Councillor Expense Claims

MOTION 24-08-576

MOVED by Councillor Wardley

That the Councillor Expense Claims for July 2024 be received for information.

CARRIED

FINANCE:

11. d) Members at Large Expense Claims

MOTION 24-08-577

MOVED by Councillor Cardinal

That the Member at Large Expense Claims for June/July 2024 be received for information.

CARRIED

FINANCE:

11. e) 2025 Budget Workshop (ADDITION)

MOTION 24-08-578
Requires Unanimous

MOVED by Councillor Braun

That the 2025 Budget Workshop be scheduled for September 17-18, 2024.

CARRIED UNANIMOUSLY

OPERATIONS:

12. a) Amend Policy PW009 Dust Control

MOTION 24-08-579

MOVED by Councillor Wardley

That Policy PW009 Dust Control be amended as discussed.

CARRIED

OPERATIONS:

12. b) Amend Policy PW044 Road Maintenance, Repair and Snow Clearing and Removal

MOTION 24-08-580

MOVED by Councillor Braun

That Policy PW044 Road Maintenance, Repair and Snow Clearing and Removal be amended as presented.

CARRIED

OPERATIONS:

12. c) Budget Amendment - Additional Re-gravelling Zama Access Road

MOTION 24-08-581
Requires 2/3

MOVED by Reeve Knelsen

That due to the extensive wildfire traffic the 2024 One Time Budget be amended by \$184,000 for additional re-gravelling and grading of the Zama Access Road with funding coming from the Road Reserve and a bill be sent to Alberta Forestry.

CARRIED

OPERATIONS:

12. d) Road Construction (ADDITION)

MOTION 24-08-582

MOVED by Councillor Smith

That the Road Construction discussion be received for information.

CARRIED

UTILITIES: 13. a) None

PLANNING & DEVELOPMENT: 14. a) None

ADMINISTRATION: 15. a) **Ratepayer Request For Reimbursement For Vehicle Damage**

MOTION 24-08-583 **MOVED** by Councillor Wardley

That the request to reimburse the ratepayer for damages to their vehicle be denied.

CARRIED

ADMINISTRATION: 15. b) **Mackenzie County Municipal Ward Boundary**

MOTION 24-08-584 **MOVED** by Reeve Knelsen

That administration research and bring back options for third party engagement for public consultation regarding the Municipal Ward Boundary and Governance Review to a future council meeting as requested by Municipal Affairs.

CARRIED

Deputy Reeve Sarapuk recessed the meeting at 12:24 p.m., Councillor Peters and Councillor Wiebe left the meeting at 12:24 pm. and Deputy Reeve Sarapuk reconvened the meeting at 1:10 p.m.

Council explained the above motion and answered a few questions from the members of public.

Councillor Peters rejoined the meeting virtually at 1:22 p.m. and left the meeting at 1:49 p.m.

Councillor Driedger left the meeting at 1:52 p.m.

ADMINISTRATION: 15. c) Alberta Forest Products Association 2024 Annual General Meeting – Location & Date Change (ADDITION)

MOTION 24-08-585
Requires Unanimous

MOVED by Councillor Wardley

That the October 8, 2024 Regular Council Meeting be rescheduled to October 16, 2024.

CARRIED UNANIMOUSLY

COMMITTEE OF THE WHOLE ITEMS:

16. a) Revised Bylaw 1332-24 Tax Rate

MOTION 24-08-586
Requires 2/3

MOVED by Councillor Wardley

That first reading be given to Revised Bylaw 1332-24 Tax Rate for Mackenzie County.

CARRIED

MOTION 24-08-587
Requires 2/3

MOVED by Councillor Morris

That second reading be given to Revised Bylaw 1332-24 Tax Rate for Mackenzie County.

CARRIED

MOTION 24-08-588
Requires Unanimous

MOVED by Councillor Smith

That consideration be given to third and final reading of Revised Bylaw 1332-24 Tax Rate for Mackenzie County, at this meeting.

CARRIED UNANIMOUSLY

MOTION 24-08-589
Requires 2/3

MOVED by Councillor Braun

That third and final reading be given to Revised Bylaw 1332-24 Tax Rate for Mackenzie County.

CARRIED

COMMITTEE OF THE WHOLE ITEMS:

16. b) Royal Canadian Mounted Police (RCMP) Crime Statistics

MOTION 24-08-590 **MOVED** by Councillor Braun

That Bylaw 0956-14 Off Highway Vehicles Bylaw for La Crete and Bylaw 1196-20 Off Highway Vehicles Bylaw for Fort Vermilion be brought back to a future Regular Council Meeting.

CARRIED

COMMITTEE OF THE WHOLE ITEMS: **16. c) Draft Mackenzie County Strategic Plan**

MOTION 24-08-591 **MOVED** by Councillor Wardley

That the Draft Mackenzie County Strategic Plan be TABLED to a future Regular Council Meeting.

CARRIED

COMMITTEE OF THE WHOLE ITEMS: **16. d) Repeal Bylaw 538-05 Ambulance Services Bylaw, Bylaw 139-98 and 173-99 to Approve an Agreement Between the Municipal District of Mackenzie No. 23 and the Town of High Level Respecting the Hutch Lake Recreation Area**

MOTION 24-08-592 **MOVED** by Councillor Braun

That first reading be given to Bylaw 1347-24 to Repeal Bylaws 139-98, 173-99 and 538-05.

CARRIED

MOTION 24-08-593 **MOVED** by Councillor Smith

That second reading be given to Bylaw 1347-24 to Repeal Bylaws 139-98, 173-99 and 538-05.

CARRIED

MOTION 24-08-594 **MOVED** by Councillor Morris
Requires Unanimous

That consideration be given to go to third and final reading of Bylaw 1347-24 to Repeal Bylaws 139-98, 173-99 and 538-05.

CARRIED UNANIMOUSLY

MOTION 24-08-595 **MOVED** by Councillor Cardinal

That third and final reading be given to Bylaw 1347-24 to Repeal Bylaws 139-98, 173-99 and 538-05.

CARRIED

**COUNCIL
COMMITTEE
REPORTS:**

17. a) Council Committee Reports (verbal)

MOTION 24-08-596 **MOVED** by Councillor Cardinal

That the Council Committee Reports (verbal) be received for information.

CARRIED

**INFORMATION/
CORRESPONDENCE:**

18. a) Information/Correspondence

MOTION 24-08-597 **MOVED** by Councillor Braun

That the information/correspondence items be accepted for information purposes.

CARRIED

NOTICE OF MOTION: **19. a) None**

**NEXT MEETING
DATES:** **20. a) Next Meeting Dates**

Regular Council Meeting
September 10, 2024
10:00 a.m.
Fort Vermilion Council Chambers

Regular Council Meeting
September 23, 2024
10:00 a.m.
Fort Vermilion Council Chambers

ADJOURNMENT: **21. a) Adjournment**

MOTION 24-08-598 **MOVED** by Councillor Cardinal

That the Council meeting be adjourned at 2:43 p.m.

CARRIED

These minutes will be presented for approval at the September 10, 2024 Regular Council Meeting.

Joshua Knelsen
Reeve

Darrell Derksen
Chief Administrative Officer

UNAPPROVED



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Caitlin Smith, Director of Planning & Development
Title:	PUBLIC HEARING Bylaw 1345-24 Partial Plan Cancellation and Lot Consolidation of Plan 962 4275, Block 04, Lots 13-17.

BACKGROUND / PROPOSAL:

Mackenzie County intends to consolidate Plan 962 4275, Block 04, Lots 13-17 in the hamlet of Zama. Currently these lots are empty and will become one title. The proposed consolidation will be redesignated as Municipal Reserve as per Council Direction.

The consolidated lot will be approximately 10.44 Acres (4.23 ha).

The rezoning application was presented to the Mackenzie County Council on July 17, 2024 where the following motion was made:

MOTION 24-07- *MOVED* by Councillor Wardley

That first reading be given to Bylaw 1345-24 being a Partial Plan Cancellation and Lot Consolidation of Plan 962 4275, Block 04, Lots 13-17, subject to public hearing input.

CARRIED

OPTIONS & BENEFITS:

Options are to recommend approval, not recommend approval or table for more information.

COSTS & SOURCE OF FUNDING:

Current costs will consist of advertising the public hearing and adjacent landowner letters.

Author: J. Wiebe **Reviewed by:** C. Smith **CAO:** D. Derksen

COMMUNICATION / PUBLIC PARTICIPATION:

The bylaw amendment has been advertised as per MGA requirements, this includes all adjacent landowners.

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That second reading be given to Bylaw 1345-24 being a Partial Plan Cancellation and Lot Consolidation of Plan 962 4275, Block 04, Lots 13-17, to accommodate the consolidation of these lots into one title.

Simple Majority Requires 2/3 Requires Unanimous

That third reading be given to Bylaw 1345-24 being a Partial Plan Cancellation and Lot Consolidation of Plan 962 4275, Block 04, Lots 13-17, to accommodate the consolidation of these lots into one title.

Author: J. Wiebe **Reviewed by:** C. Smith **CAO:** D. Derksen

BYLAW NO. 1345-24
BEING A BYLAW OF
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA

FOR THE PURPOSE OF A PARTIAL PLAN CANCELLATION AND
CONSOLIDATION
IN ACCORDANCE
WITH SECTION 658 OF THE MUNICIPAL GOVERNMENT ACT,
CHAPTER M-26, REVISED STATUTES OF ALBERTA 2000

WHEREAS, Council of Mackenzie County has determined that a portion of a subdivision, as outlined in Schedule “A” hereto attached, be subject to cancellation, and

WHEREAS, Council of Mackenzie County has determined that Plan 962 4275, Block 04, Lots 13-17 be consolidated; and

NOW THEREFORE, THE COUNCIL OF MACKENZIE COUNTY, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, HEREBY ENACTS AS FOLLOWS:

1. That Subdivision Plan 962 4275, Block 04, Lots 13-17 as outlined in Schedule “A” hereto attached, are hereby cancelled in full and shall be consolidated as Lot 18.

READ a first time this 17th day of July, 2024.

PUBLIC HEARING held this _____ day of _____, 2024.

READ a second time this _____ day of _____, 2024.

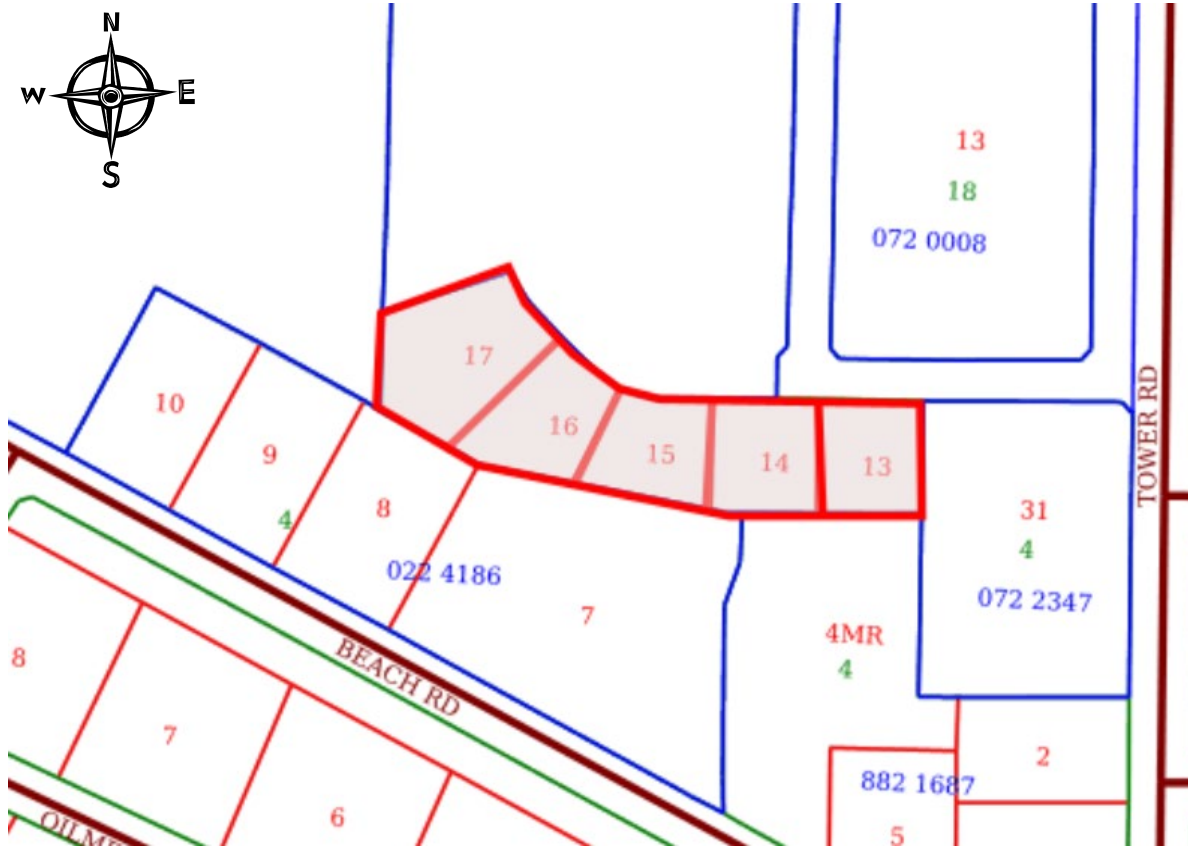
READ a third time and finally passed this _____ day of _____, 2024.

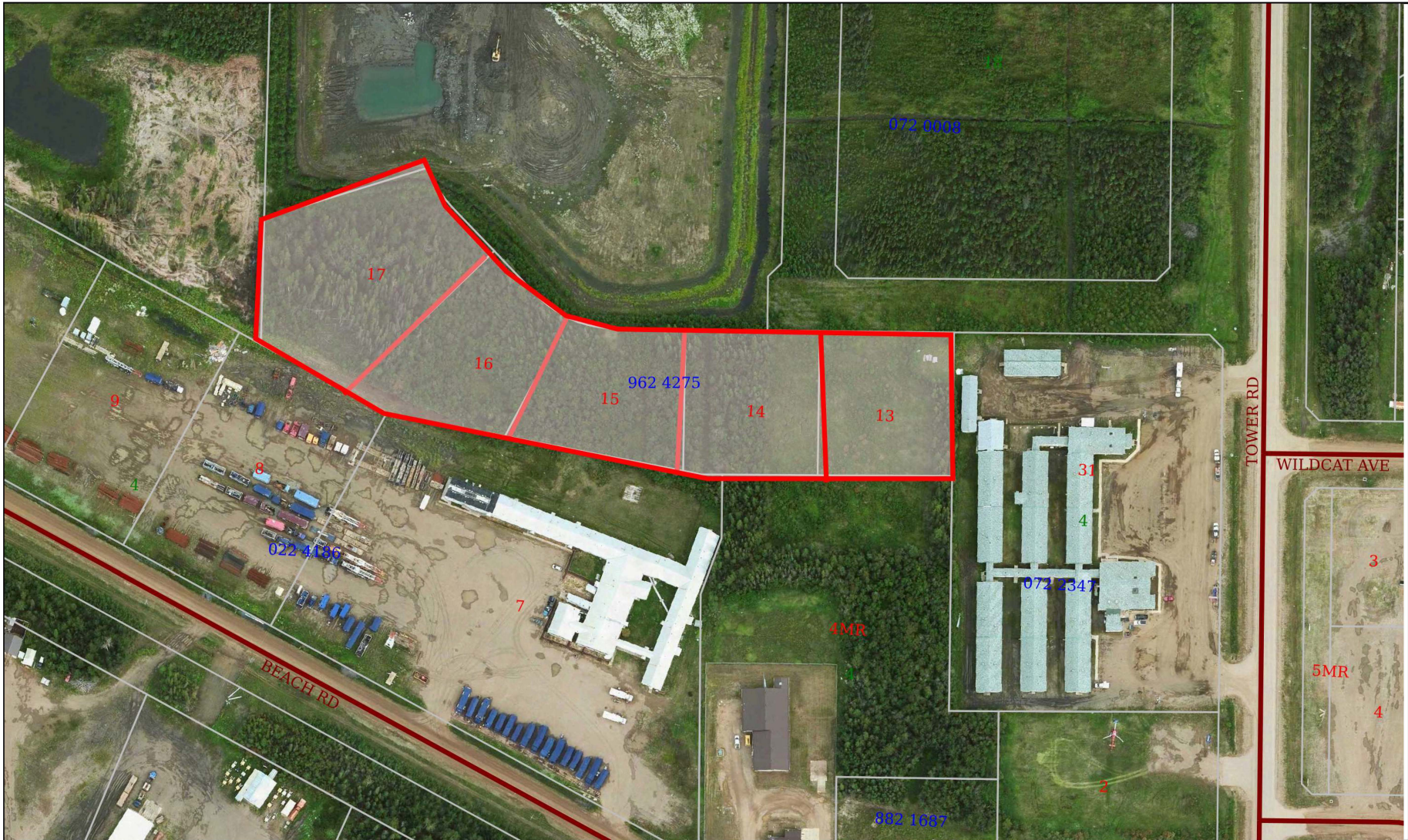
Joshua Knelsen
Reeve

Darrell Derksen
Chief Administrative Officer

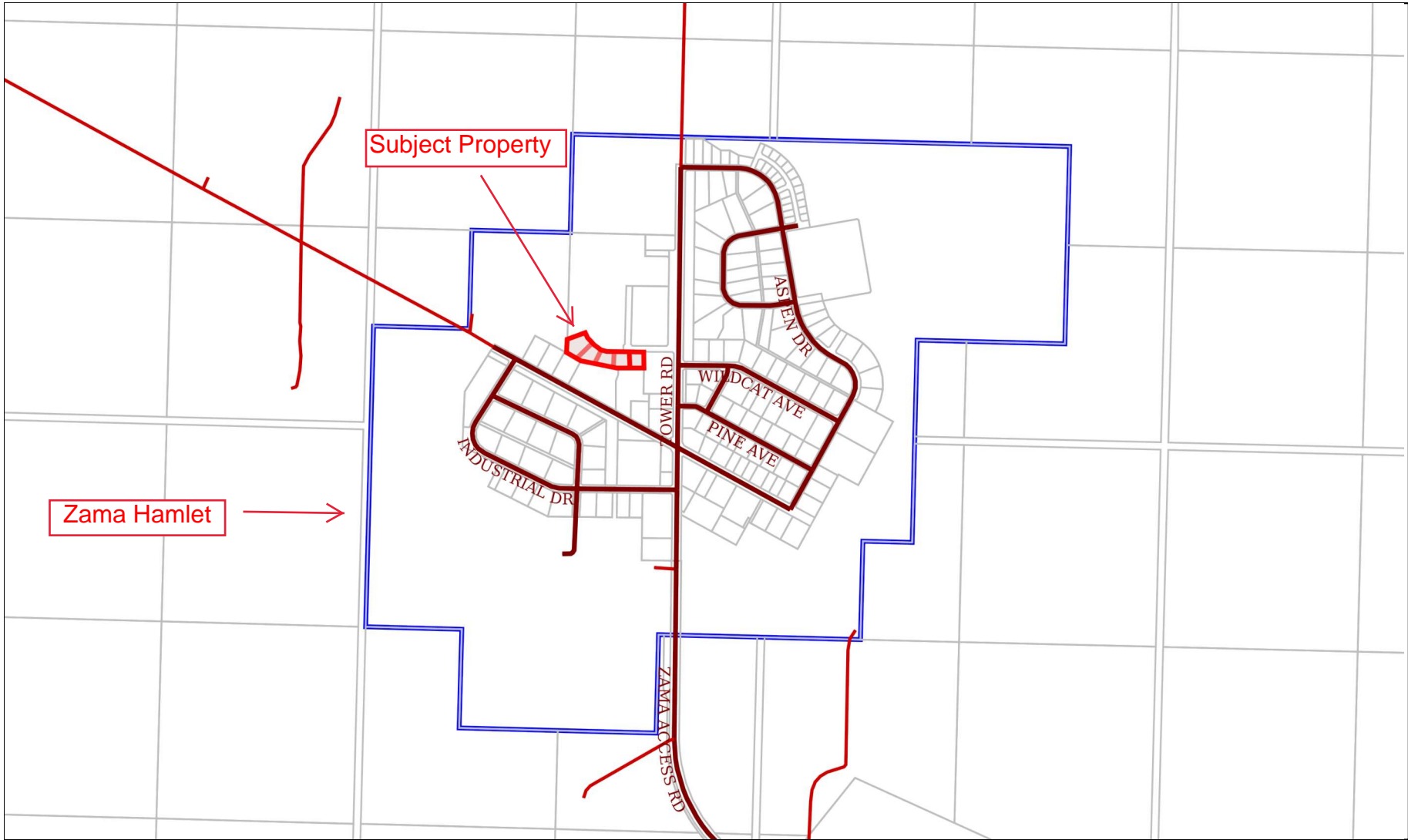
BYLAW No. 1345-24

SCHEDULE "A"





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Scale 1: 22,517

1 Mi
1 Km



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**Mackenzie County
PUBLIC HEARING FOR**

BYLAW:

ORDER OF PRESENTATION:

_____ This Public Hearing will now come to order at _____ .

_____ Was the Public Hearing properly advertised?

_____ Will the Development Authority _____ please outline the proposed _____ and present his submission.

_____ Does the Council have any question of the proposed _____ ?

_____ Were any submissions received in regards to the proposed _____ ?

If yes, please read them.

_____ Is there anyone present who would like to speak in regards of the proposed _____ ?

_____ If YES: Does the Council have any questions of the person(s) making their presentation? This

_____ Hearing is now closed at _____.

REMARKS & COMMENTS:



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Caitlin Smith, Director of Planning and Development
Title:	DELEGATION – Diane Chiasson, Census Coordinator 2024 Mackenzie County Census Final Report

BACKGROUND / PROPOSAL:

Diane Chiasson, Census Coordinator has provided her final report for the 2024 Mackenzie County Census that was conducted from Mid May to June 2024.

OPTIONS & BENEFITS:

N/R

COSTS & SOURCE OF FUNDING:

N/R

COMMUNICATION / PUBLIC PARTICIPATION:

Results to be shared with the public. The coordinator is responsible to submit the data to the Minister of Municipal Affairs.

POLICY REFERENCES:

N/R

Author: C Smith **Reviewed by:** _____ **CAO:** D. Derksen

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

That the 2024 Mackenzie County Census final report be received for information.

Author: C Smith **Reviewed by:** _____ **CAO:** D. Derksen

Final Report

2024 Municipal Census

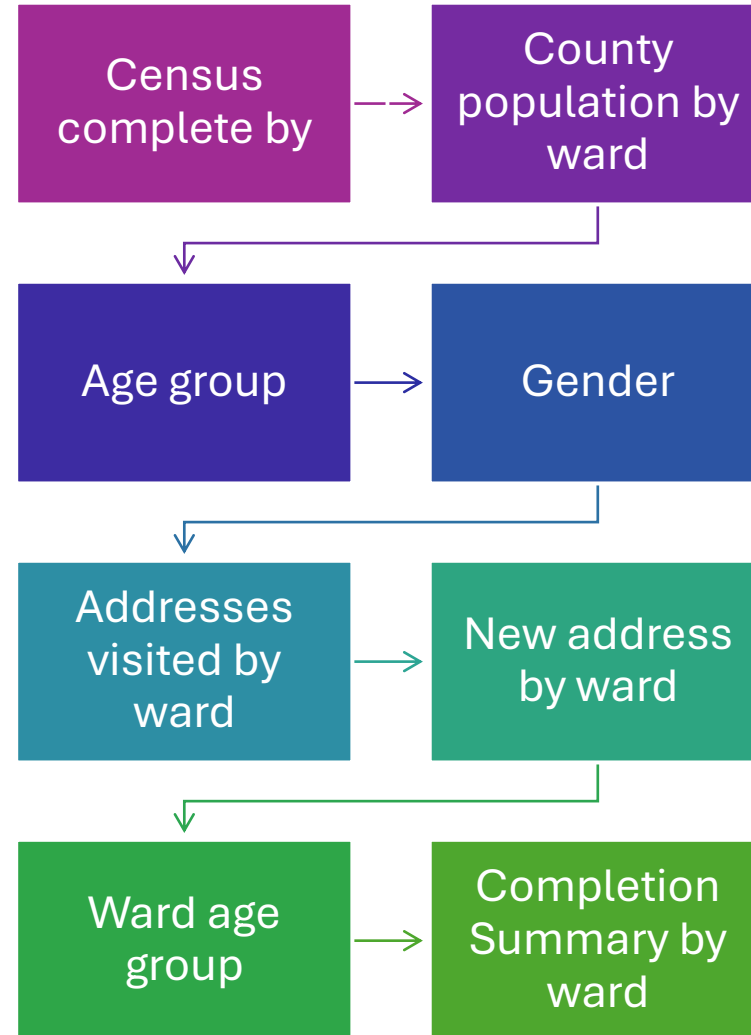
Prepared by
Diane Chiasson
Census coordinator

September 10, 2024

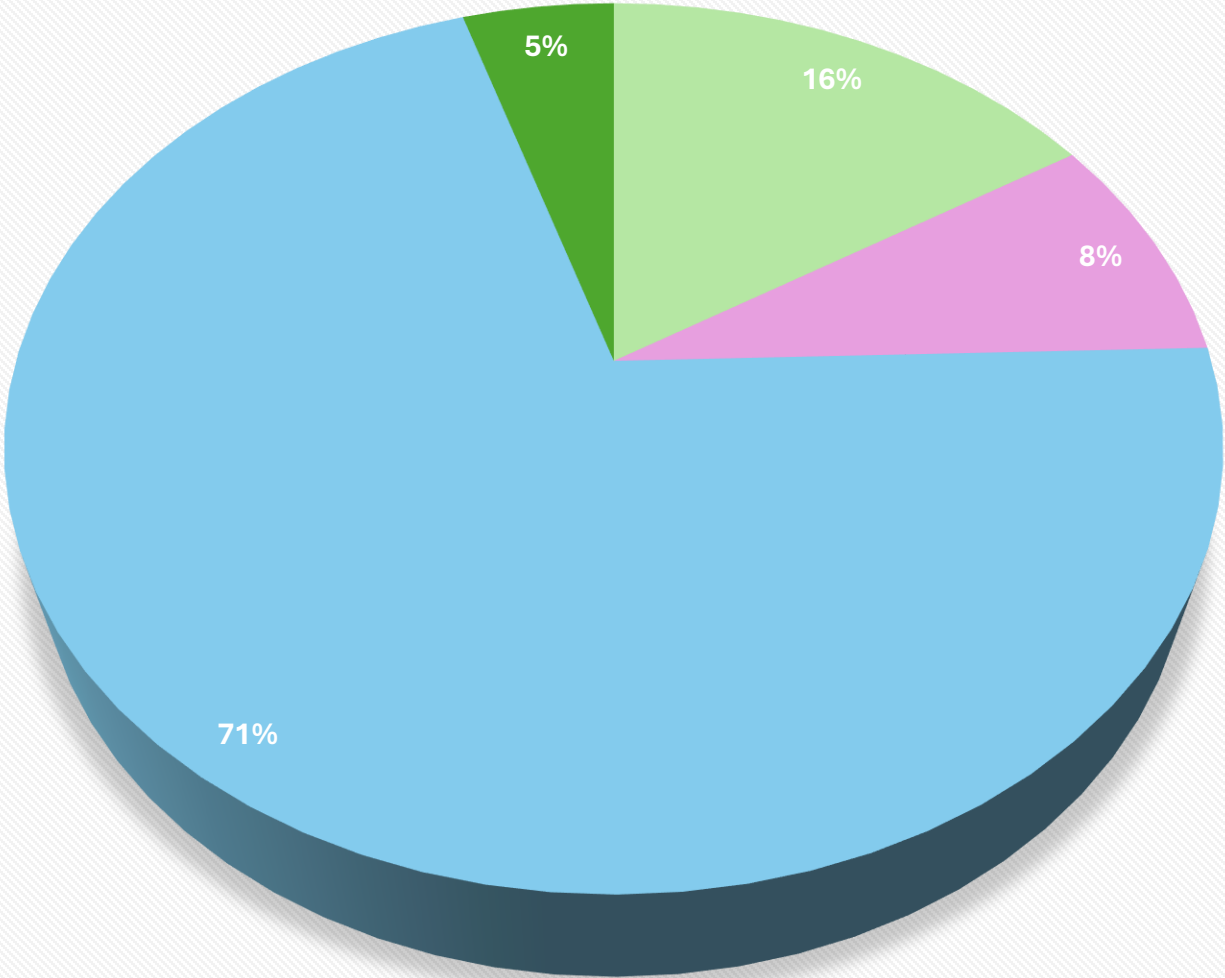


Mackenzie County

2024 Municipal Census information



The 2024 Municipal Census was done between May 13 & June 14, 2024

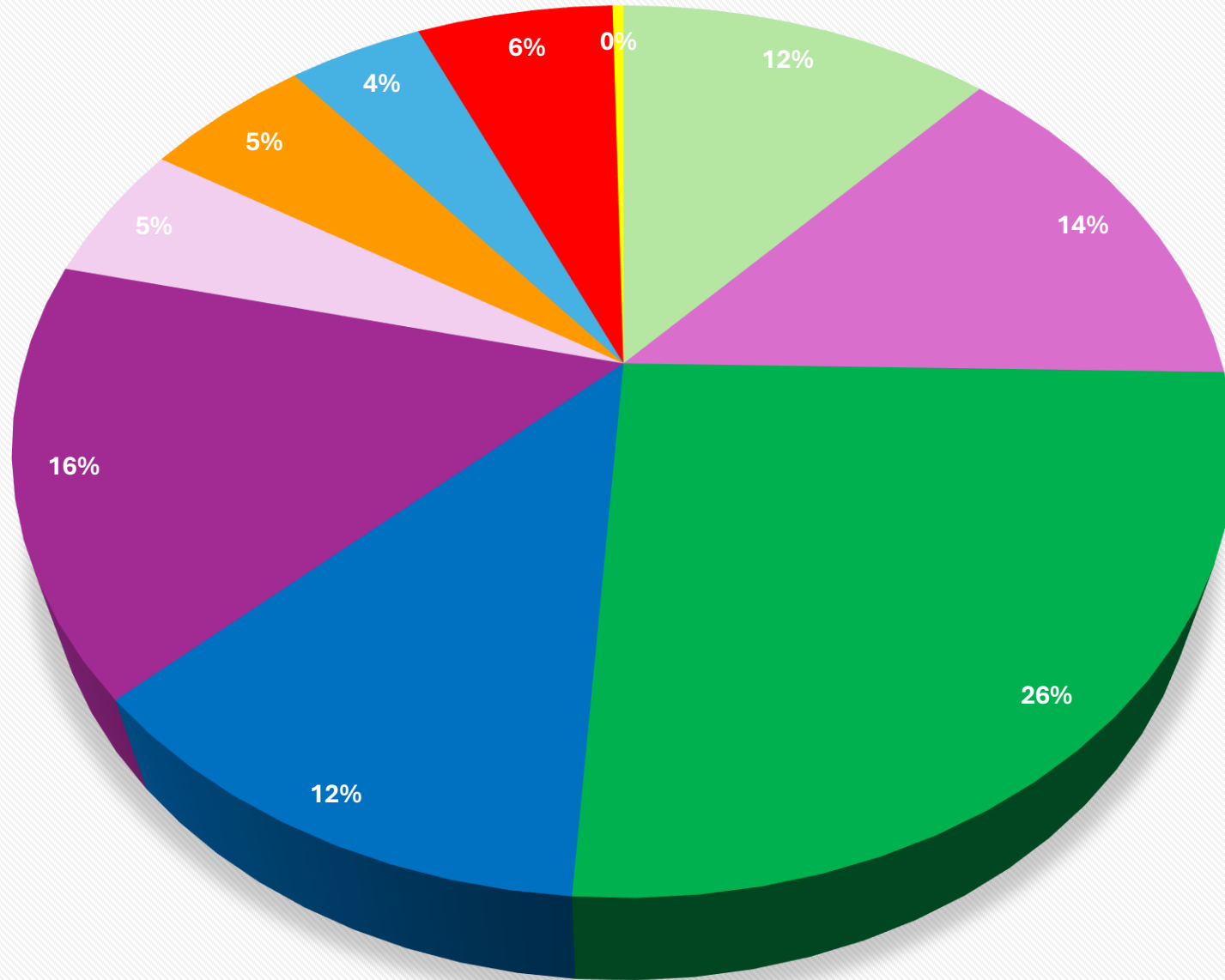


Online Phone Enumerators Neighbour

Note: Neighbour response was collected by enumerators

Completed by	
Online	829
Phone	434
Enumerators	3,640
Neighbour	155
Total addresses	5,058

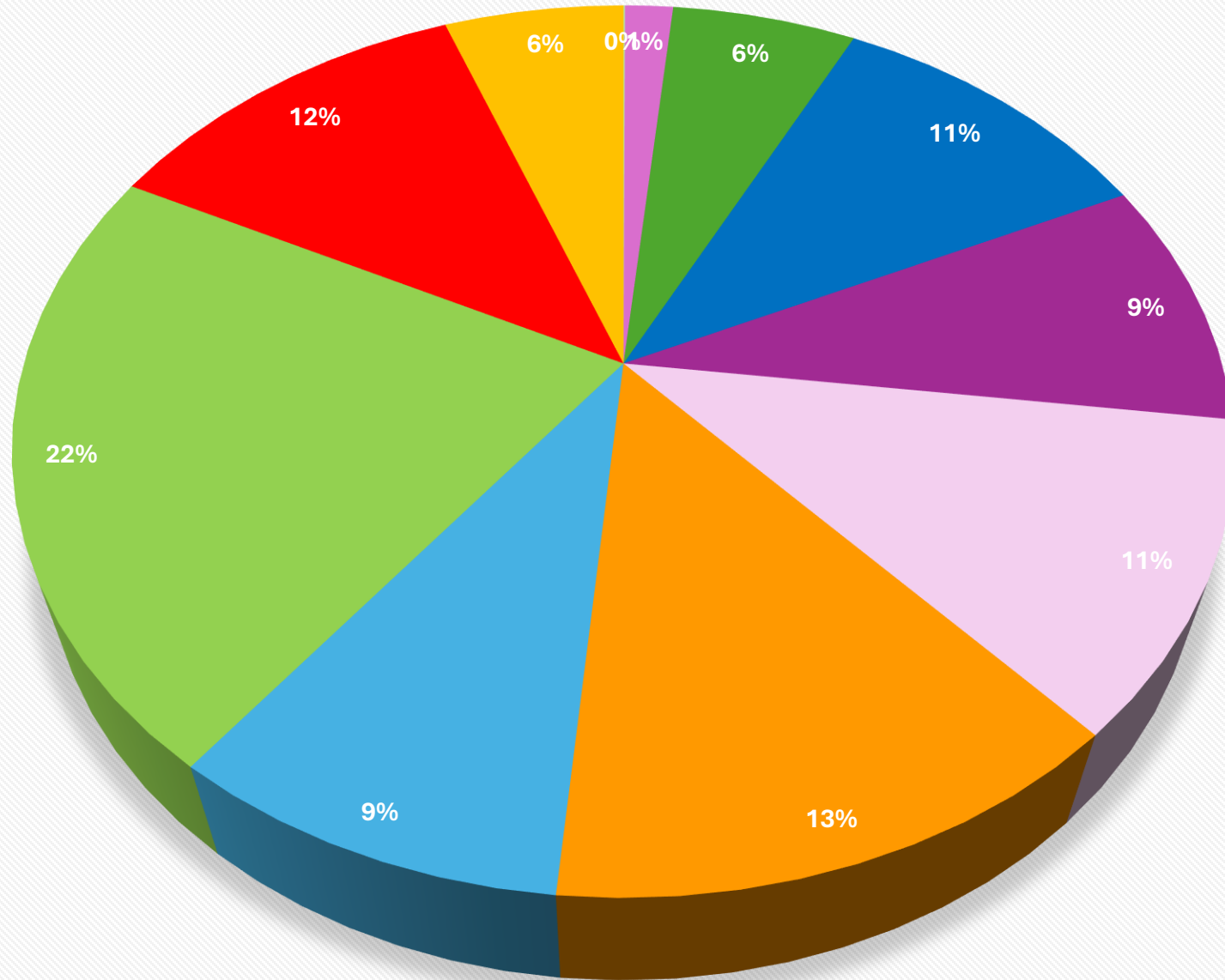
Population



	County population
Ward 1	1,712
Ward 2	1,929
Ward 3	3,707
Ward 4	1,726
Ward 5	2,244
Ward 6	734
Ward 7	760
Ward 8	616
Ward 9	902
Ward 10	50
Total	14,380

■ Ward 1
 ■ Ward 2
 ■ Ward 3
 ■ Ward 4
 ■ Ward 5
 ■ Ward 6
 ■ Ward 7
 ■ Ward 8
 ■ Ward 9
 ■ Ward 10

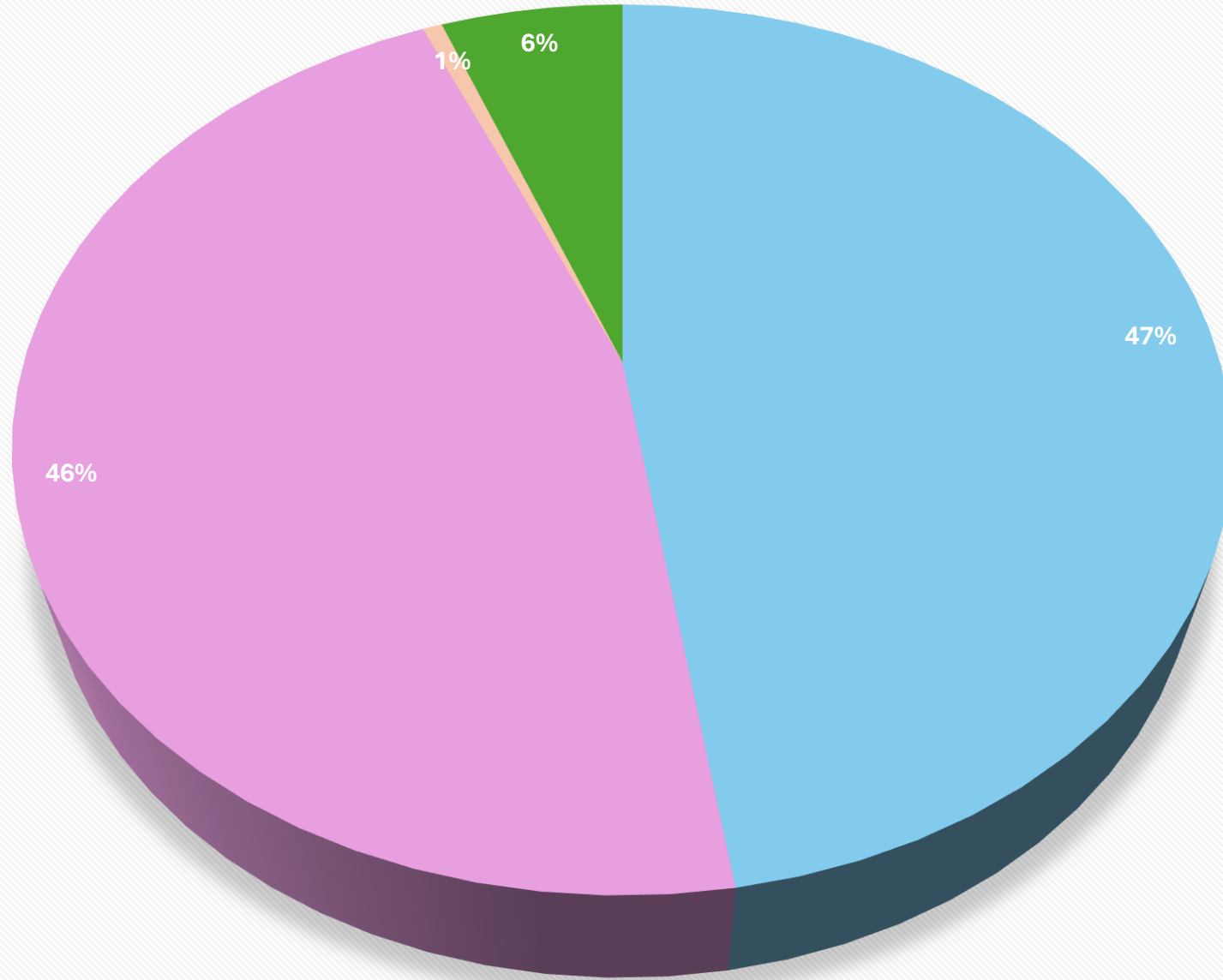
Age group



	County Age group
95+	7
80 to 94	221
65 to 79	845
50 to 64	1,516
40 to 49	1,299
30 to 39	1,615
20 to 29	1,895
15 to 19	1,290
5 to 14	3,165
0 to 4	1,703
Unknown	824
Total	14,380

■ 95+
 ■ 80 to 94
 ■ 65 to 79
 ■ 50 to 64
 ■ 40 to 49
 ■ 30 to 39
 ■ 20 to 29
 ■ 15 to 19
 ■ 5 to 14
 ■ 0 to 4
 ■ unknow

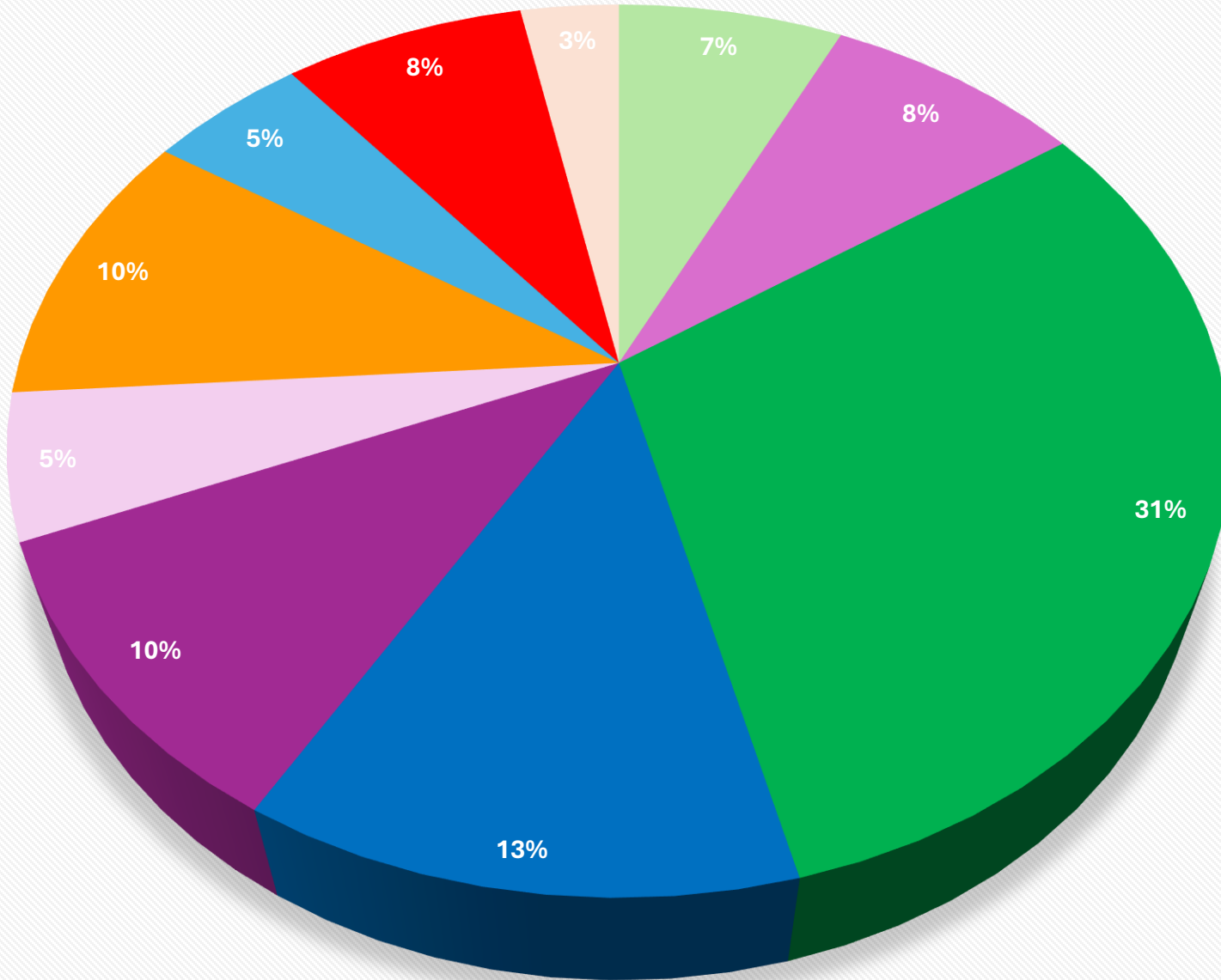
Gender



Male Female Prefer not to Unknown

	County Age group
Male	6,841
Female	6,613
Prefer not to answer	89
Unknown	837
Total	14,380

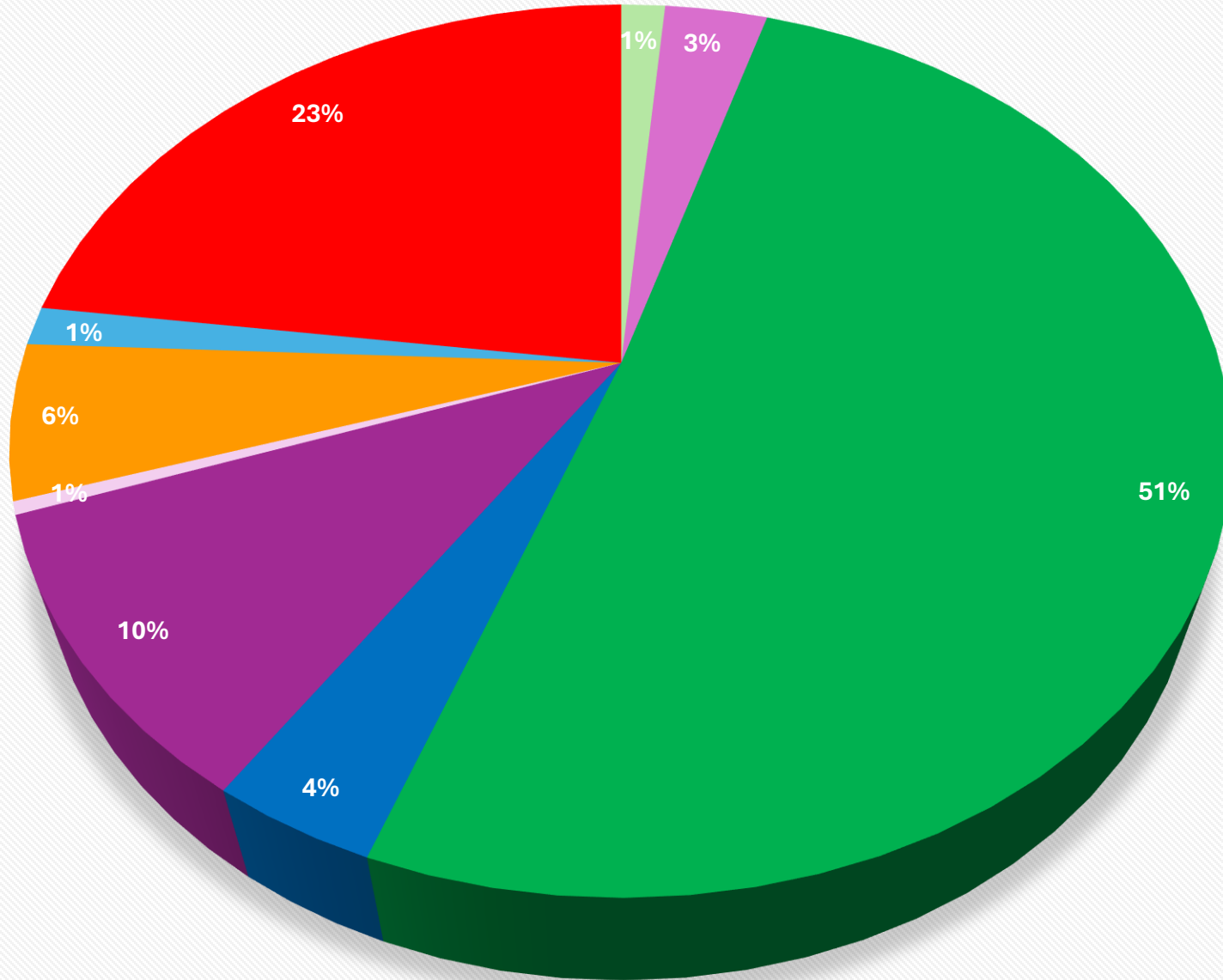
Addresses by Ward



	Visited addresses
Ward 1	363
Ward 2	415
Ward 3	1,553
Ward 4	623
Ward 5	520
Ward 6	265
Ward 7	519
Ward 8	252
Ward 9	389
Ward 10	159
Total	5,058

■ Ward 1
 ■ Ward 2
 ■ Ward 3
 ■ Ward 4
 ■ Ward 5
 ■ Ward 6
 ■ Ward 7
 ■ Ward 8
 ■ Ward 9
 ■ Ward 10

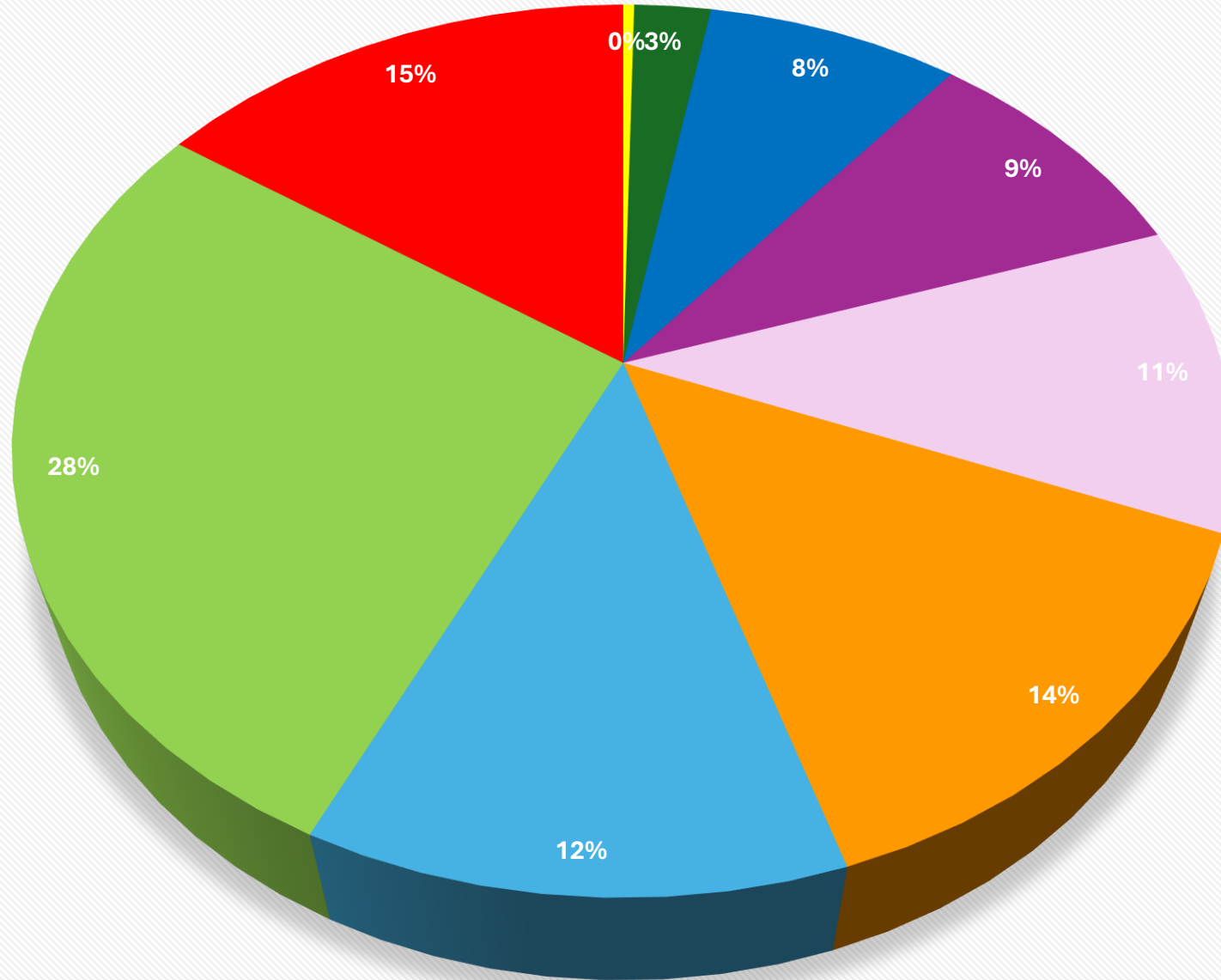
New address by Ward



	County population
Ward 1	3
Ward 2	7
Ward 3	109
Ward 4	8
Ward 5	22
Ward 6	1
Ward 7	12
Ward 8	3
Ward 9	49
Ward 10	0
Total	214

■ Ward 1
 ■ Ward 2
 ■ Ward 3
 ■ Ward 4
 ■ Ward 5
 ■ Ward 6
 ■ Ward 7
 ■ Ward 8
 ■ Ward 9
 ■ Ward 10

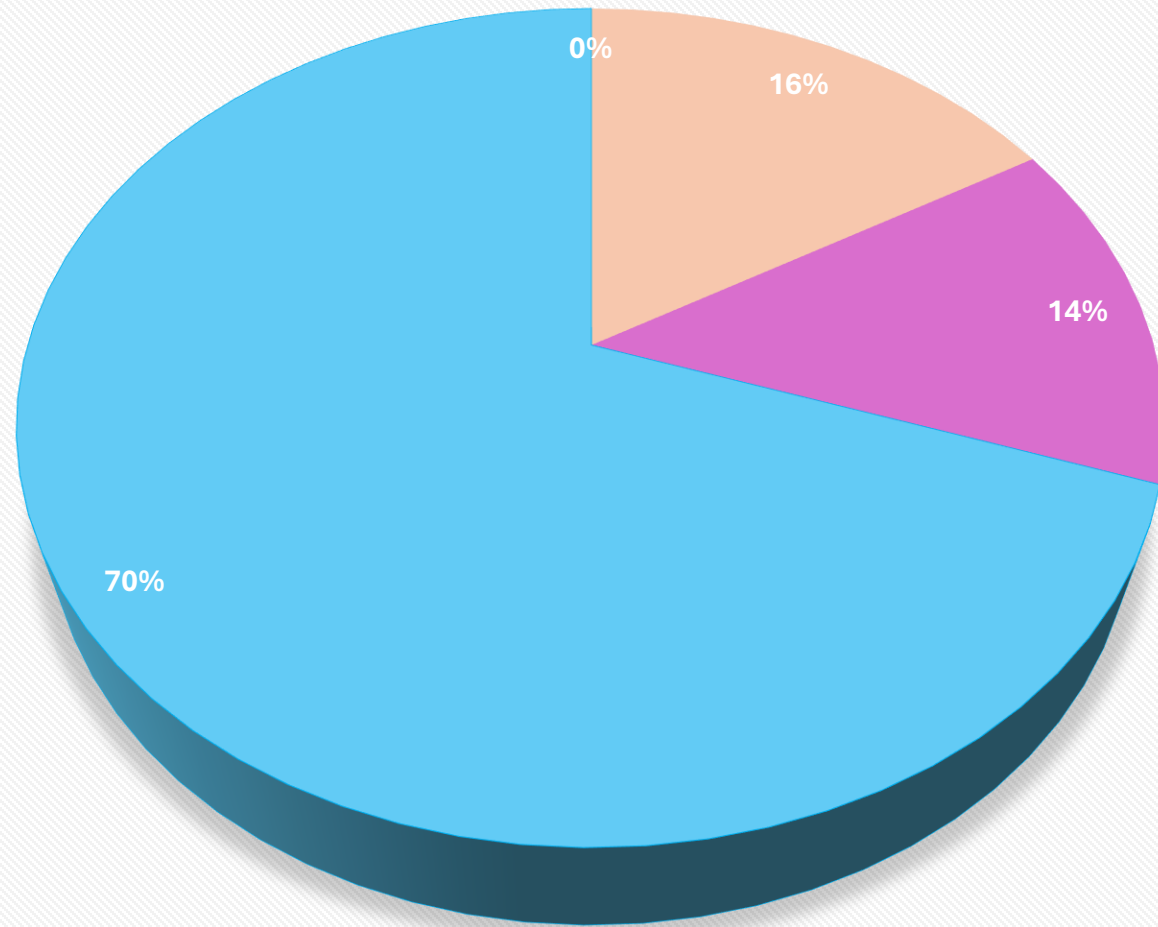
Ward 1 – Age group



	Ward 1 – Age group
95+	0
80 to 94	6
65 to 79	42
50 to 64	138
40 to 49	154
30 to 39	191
20 to 29	241
15 to 19	205
5 to 14	471
0 to 4	264
Total	1,712

■ 95+
 ■ 80 to 94
 ■ 65 to 79
 ■ 50 to 64
 ■ 40 to 49
 ■ 30 to 39
 ■ 20 to 29
 ■ 15 to 19
 ■ 5 to 14
 ■ 0 to 4

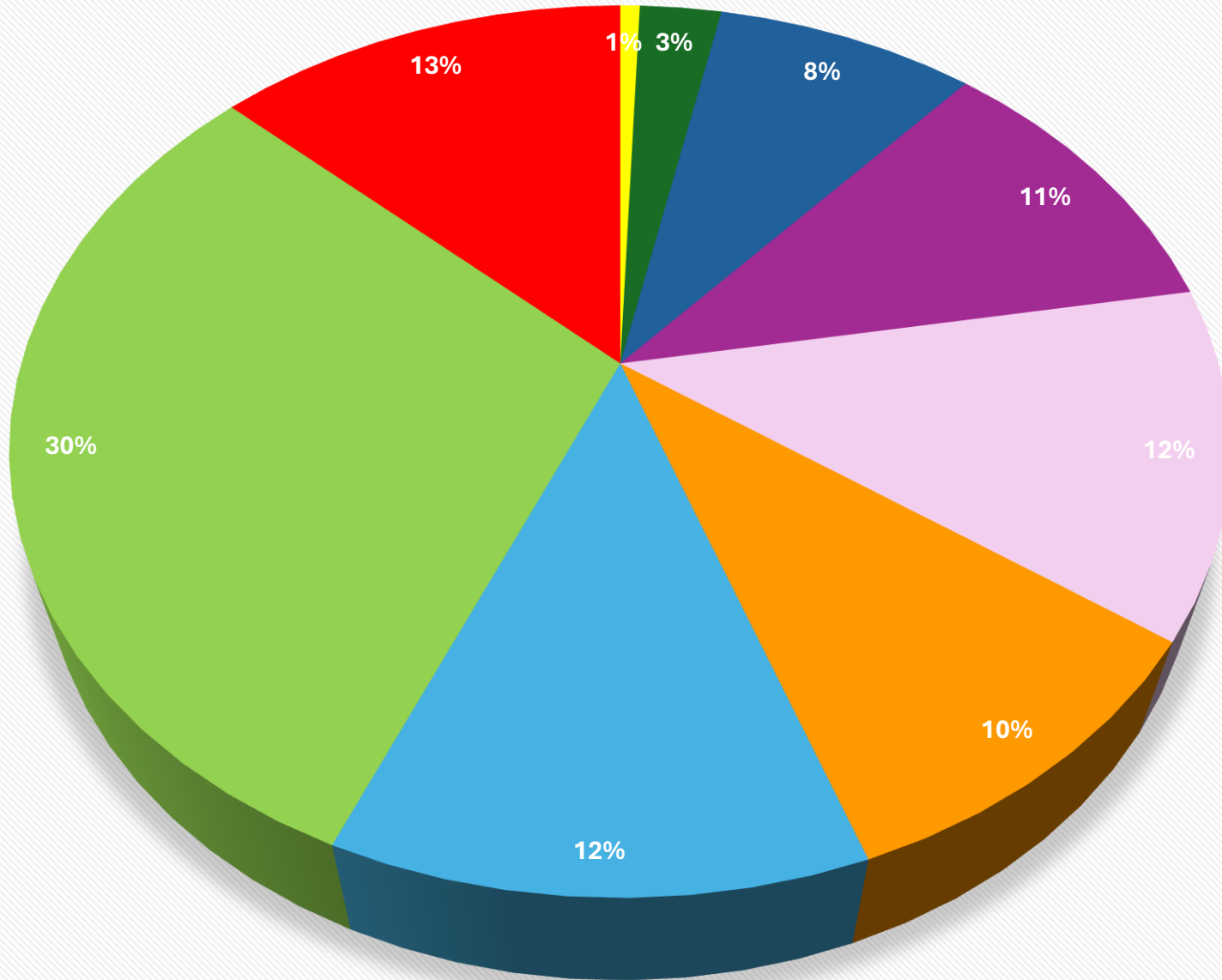
Completion Summary Ward 1



■ Online
 ■ Phone
 ■ Enumerators
 ■ Neighbour

Status	By	Dwellings
Bareland	Administrator	4
Completed	Administrator	44
Zero No Count	Administrator	1
Bareland	Enumerator	3
Completed	Enumerator	235
Vacant (non-occupied)	Enumerator	11
Zero No Count	Enumerator	6
Completed	Resident	56
Vacant (non-occupied)	Resident	3
Total		363

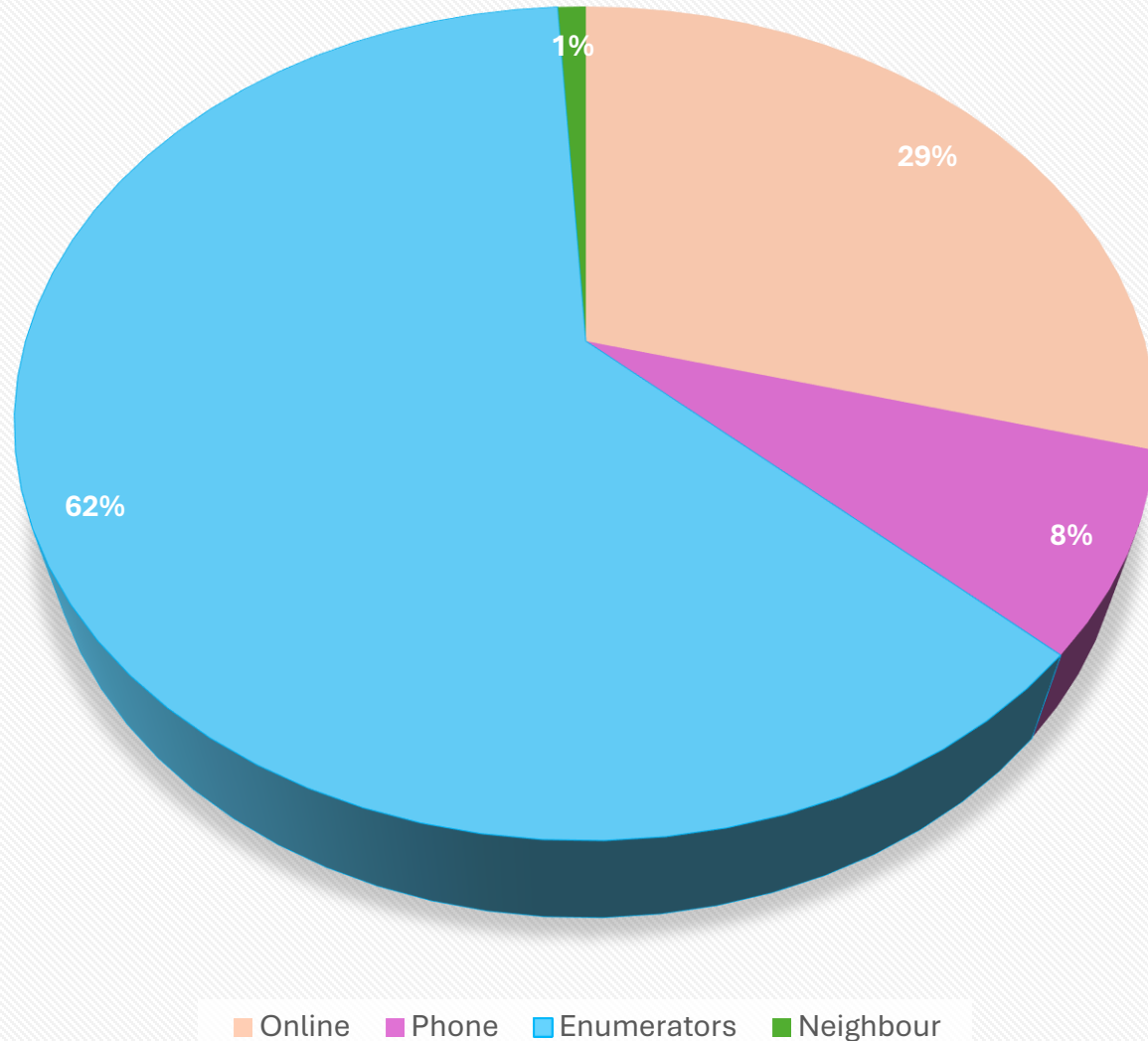
Ward 2 – Age group



Ward 2 – Age group	
95+	0
80 to 94	11
65 to 79	46
50 to 64	146
40 to 49	189
30 to 39	221
20 to 29	172
15 to 19	210
5 to 14	536
0 to 4	232
Total	1,929

95+ 80 to 94 65 to 79 50 to 64 40 to 49 30 to 39 20 to 29 15 to 19 5 to 14 0 to 4

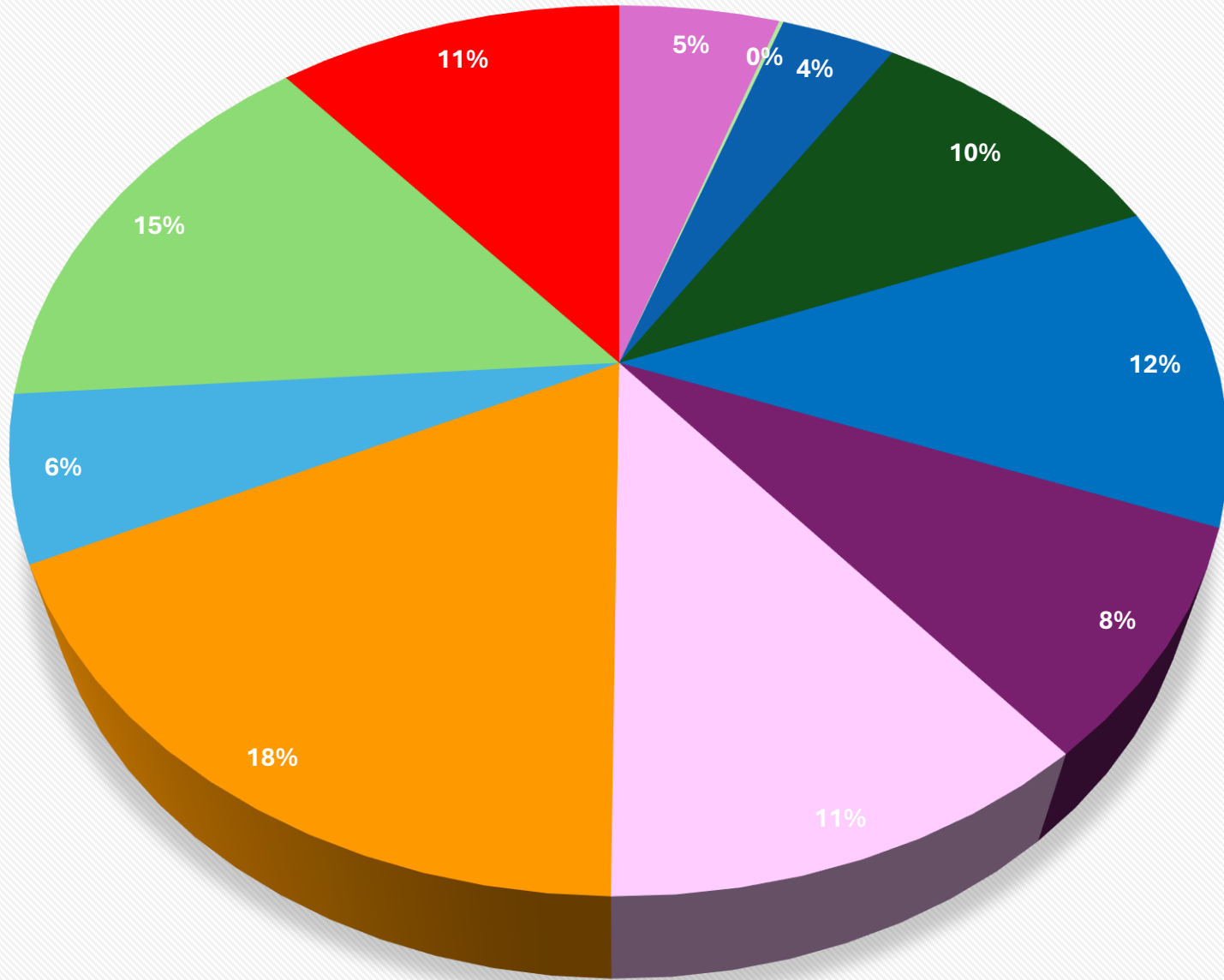
Completion Summary Ward 2



Status	By	Dwellings
Completed	Administrator	31
Zero No Count	Administrator	1
Completed	Enumerator	234
Under Construction	Enumerator	1
Vacant (non-occupied)	Enumerator	8
Zero No Count	Enumerator	15
Completed	Neighbour	4
Completed	Resident	119
Vacant (non-occupied)	Resident	2
Total		415

Note: Neighbour response was collected by enumerators

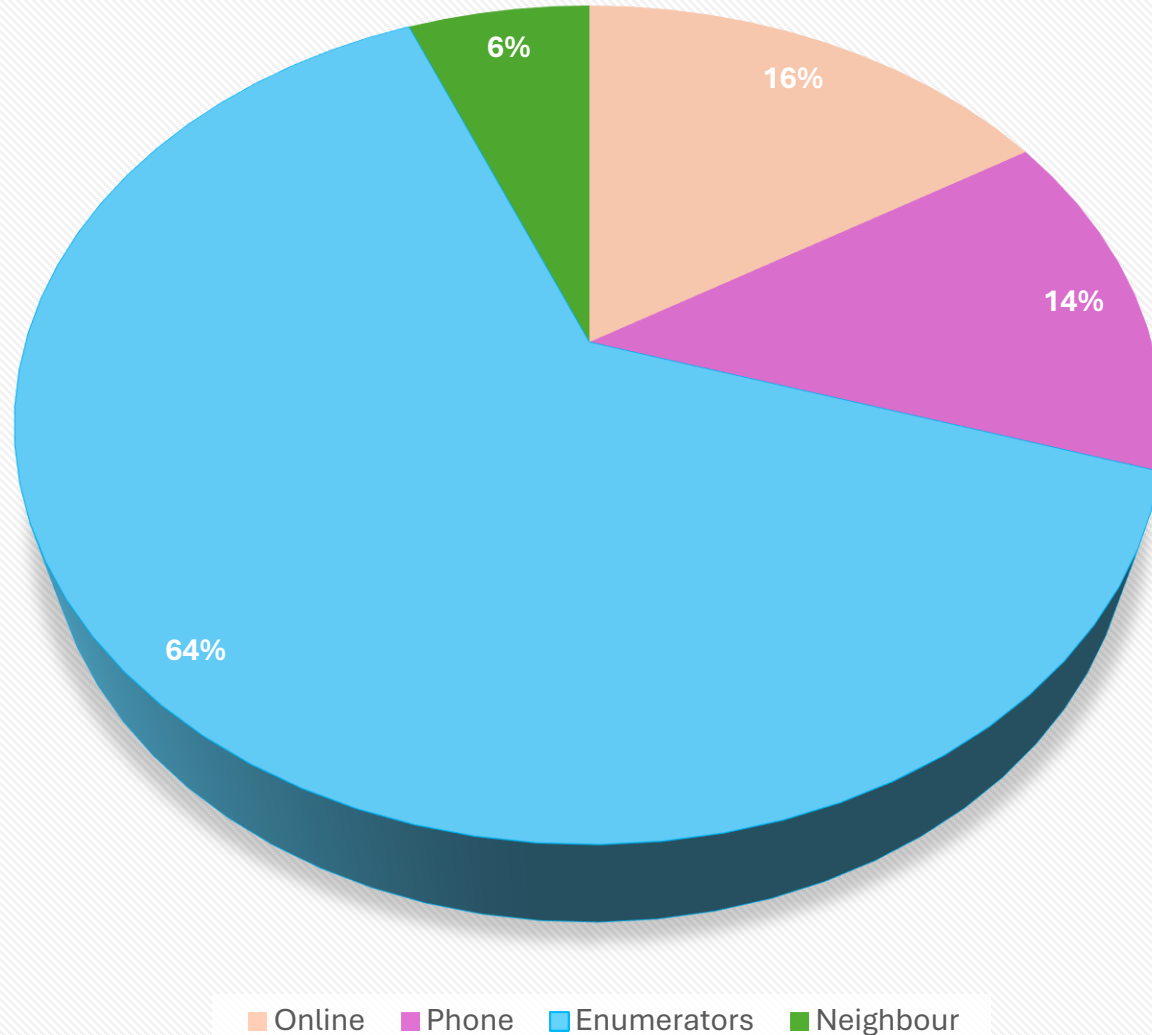
Ward 3– Age group



Ward 3– Age group	
95+	5
80 to 94	136
65 to 79	372
50 to 64	439
40 to 49	306
30 to 39	411
20 to 29	657
15 to 19	221
5 to 14	558
0 to 4	411
Unknown	191
Total	3,707

■ Unknown
 ■ 95+
 ■ 80 to 94
 ■ 65 to 79
 ■ 50 to 64
 ■ 40 to 49
 ■ 30 to 39
 ■ 20 to 29
 ■ 15 to 19
 ■ 5 to 14
 ■ 0 to 4

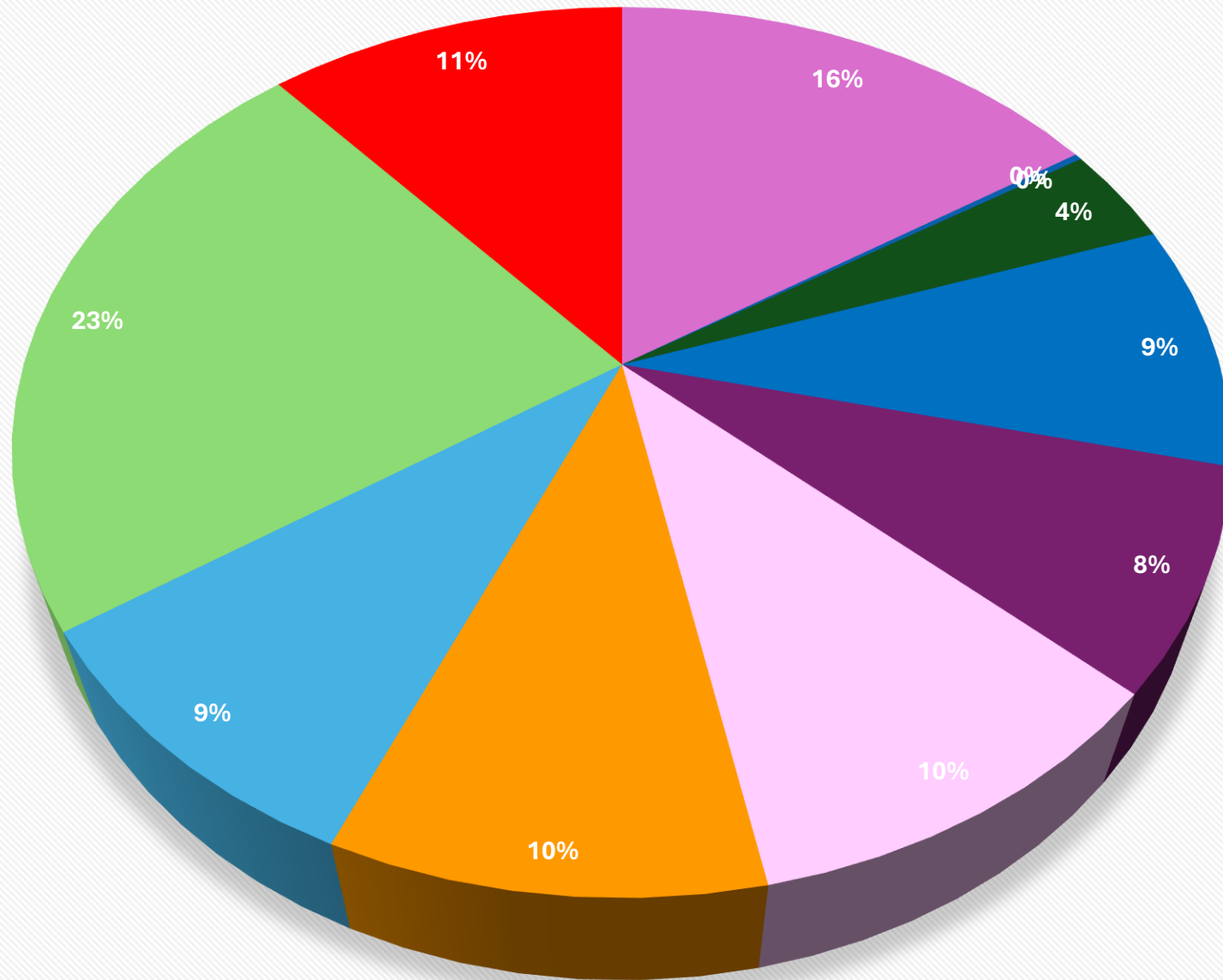
Completion Summary Ward 3



Status	By	Dwellings
Bareland	Administrator	3
Completed	Administrator	174
Under Construction	Administrator	1
Vacant (non-occupied)	Administrator	10
Zero No Count	Administrator	23
Bareland	Enumerator	109
Completed	Enumerator	815
Under Construction	Enumerator	16
Vacant (non-occupied)	Enumerator	34
Zero No Count	Enumerator	19
Completed	Neighbour	91
Vacant (non-occupied)	Neighbour	5
Completed	Resident	242
Vacant (non-occupied)	Resident	11
Total		1,553

Note: Neighbour response was collected by enumerators

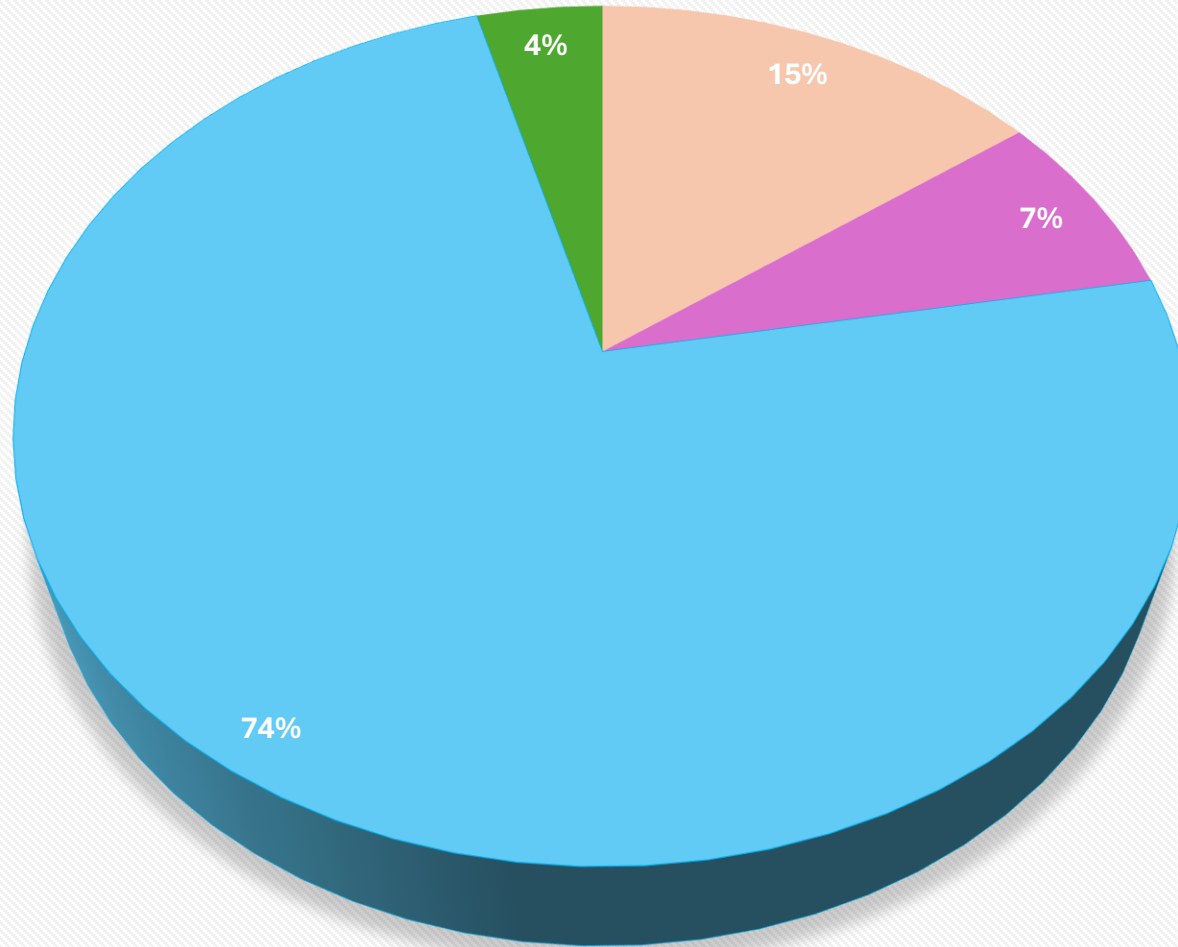
Ward 4– Age group



Ward 4– Age group	
95+	0
80 to 94	4
65 to 79	62
50 to 64	154
40 to 49	138
30 to 39	176
20 to 29	167
15 to 19	157
5 to 14	396
0 to 4	198
Unknown	274
Total	1,726

■ Unknown
 ■ 95+
 ■ 80 to 94
 ■ 65 to 79
 ■ 50 to 64
 ■ 40 to 49
 ■ 30 to 39
 ■ 20 to 29
 ■ 15 to 19
 ■ 5 to 14
 ■ 0 to 4

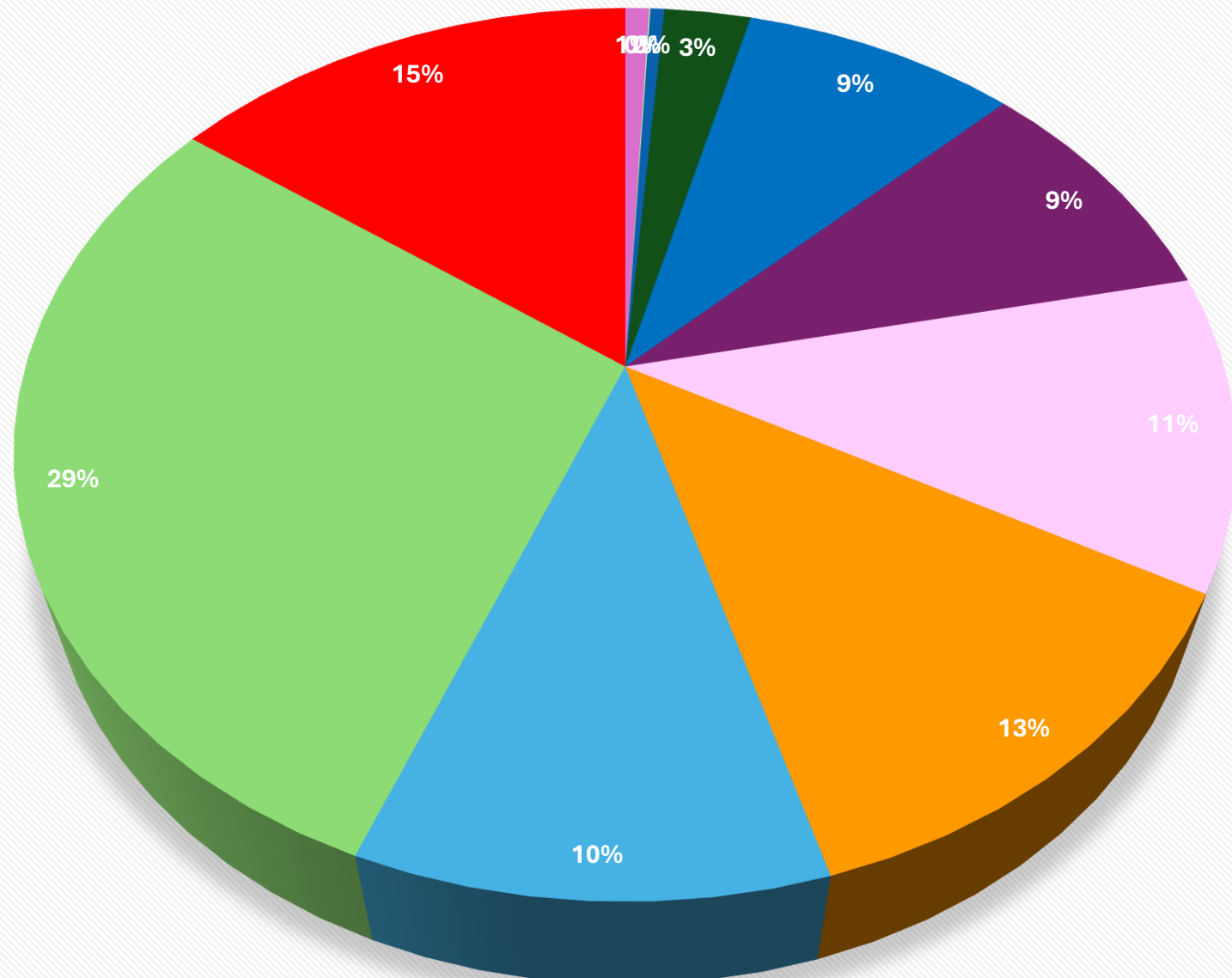
Completion Summary Ward 4



■ Online
 ■ Phone
 ■ Enumerators
 ■ Neighbour

Status	By	Dwellings
Bareland	Administrator	2
Completed	Administrator	41
Vacant (non-occupied)	Administrator	2
Bareland	Enumerator	71
Completed	Enumerator	234
Under Construction	Enumerator	14
Vacant (non-occupied)	Enumerator	7
Zero No Count	Enumerator	133
Completed	Neighbour	25
Vacant (non-occupied)	Neighbour	1
Completed	Resident	89
Vacant (non-occupied)	Resident	4
Total		623

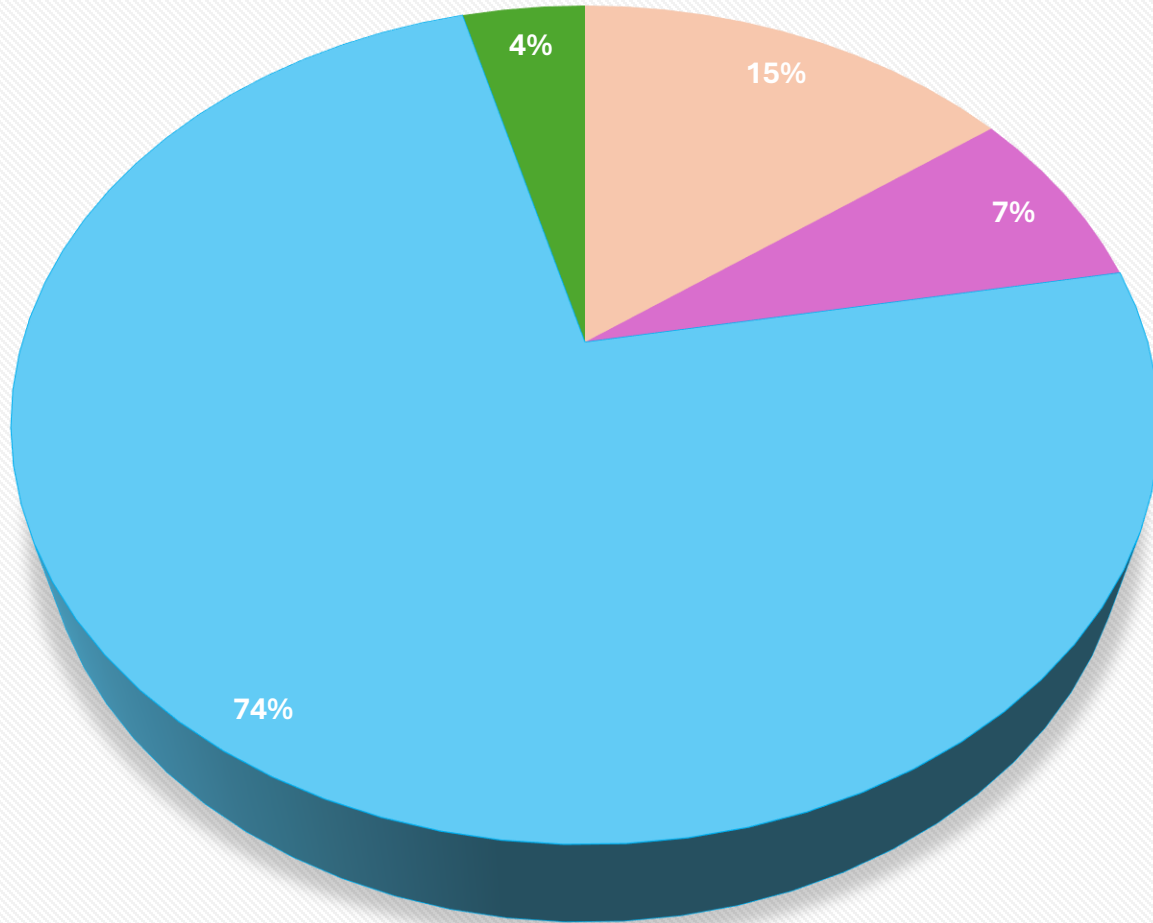
Ward 5 – Age group



Ward 5 – Age group	
95+	1
80 to 94	10
65 to 79	61
50 to 64	196
40 to 49	200
30 to 39	254
20 to 29	282
15 to 19	235
5 to 14	653
0 to 4	335
Unknown	17
Total	2,244

Unknown 95+ 80 to 94 65 to 79 50 to 64 40 to 49 30 to 39 20 to 29 15 to 19 5 to 14 0 to 4

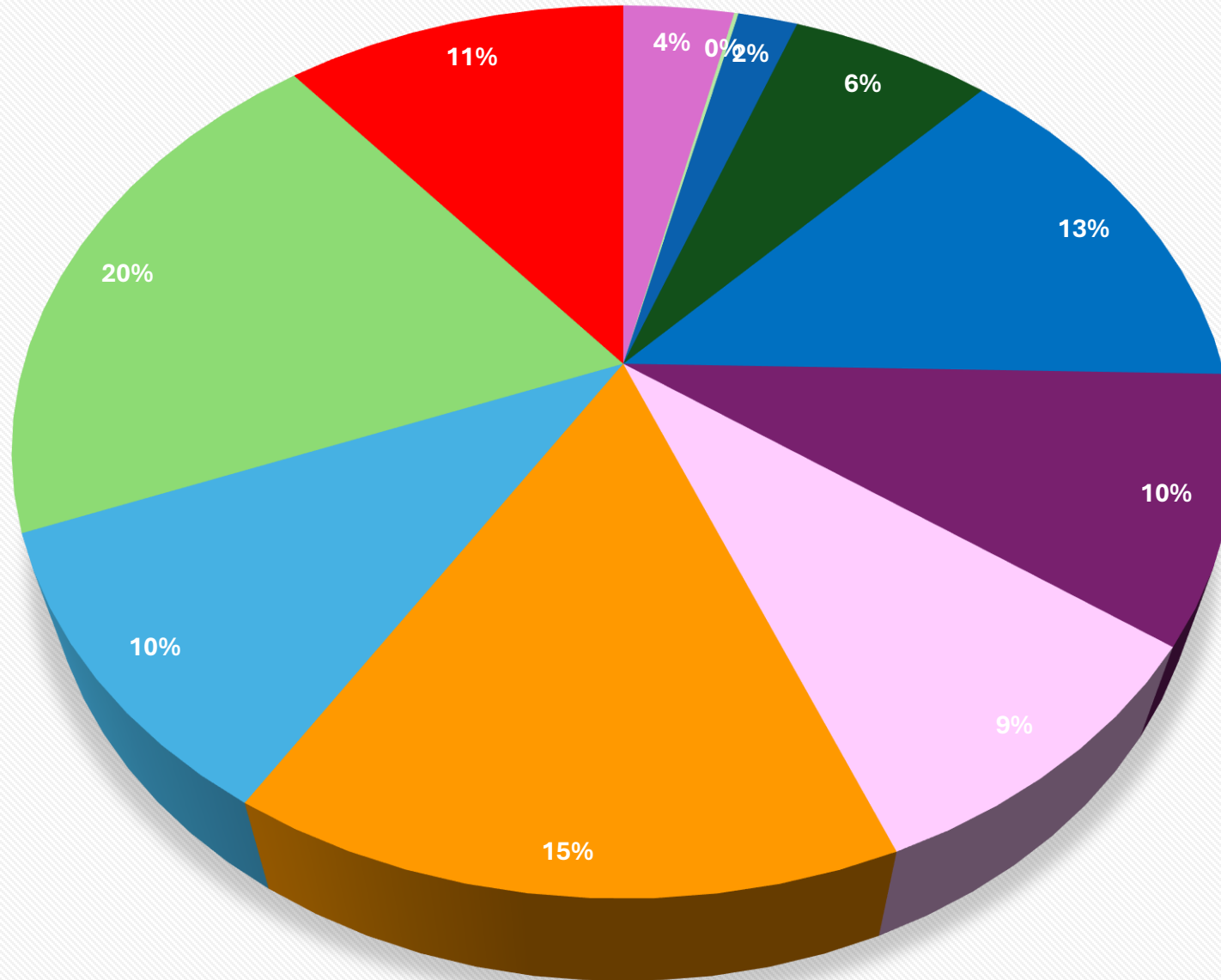
Completion Summary Ward 5



■ Online
 ■ Phone
 ■ Enumerators
 ■ Neighbour

Status	By	Dwellings
Completed	Administrator	46
Zero No Count	Administrator	2
Bareland	Enumerator	21
Completed	Enumerator	321
Under Construction	Enumerator	14
Vacant (non-occupied)	Enumerator	7
Zero No Count	Enumerator	133
Completed	Neighbour	25
Vacant (non-occupied)	Neighbour	1
Completed	Resident	89
Vacant (non-occupied)	Resident	4
Total		520

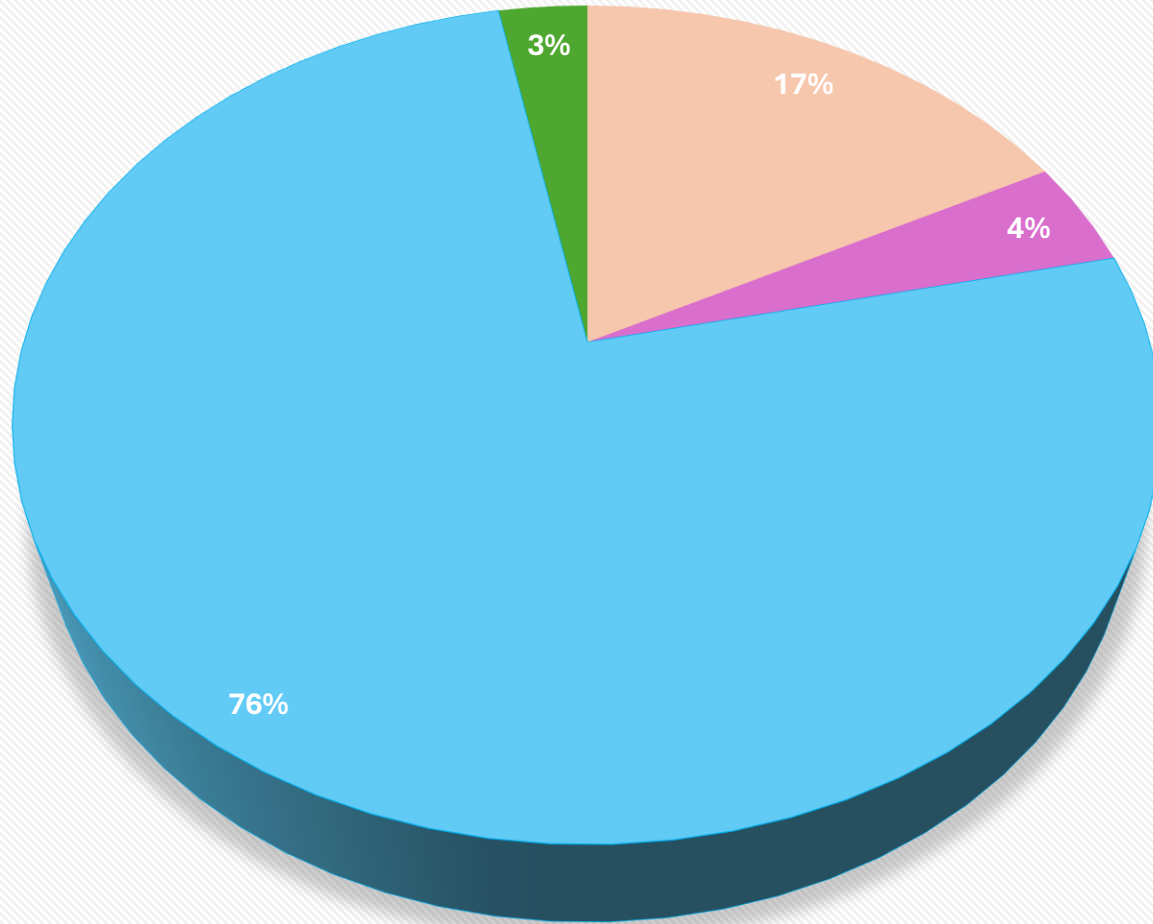
Ward 6 – Age group



Ward 6 – Age group	
95+	1
80 to 94	14
65 to 79	47
50 to 64	98
40 to 49	70
30 to 39	66
20 to 29	109
15 to 19	75
5 to 14	147
0 to 4	80
Unknown	26
Total	734

Unknown 95+ 80 to 94 65 to 79 50 to 64 40 to 49 30 to 39 20 to 29 15 to 19 5 to 14 0 to 4

Completion Summary Ward 6

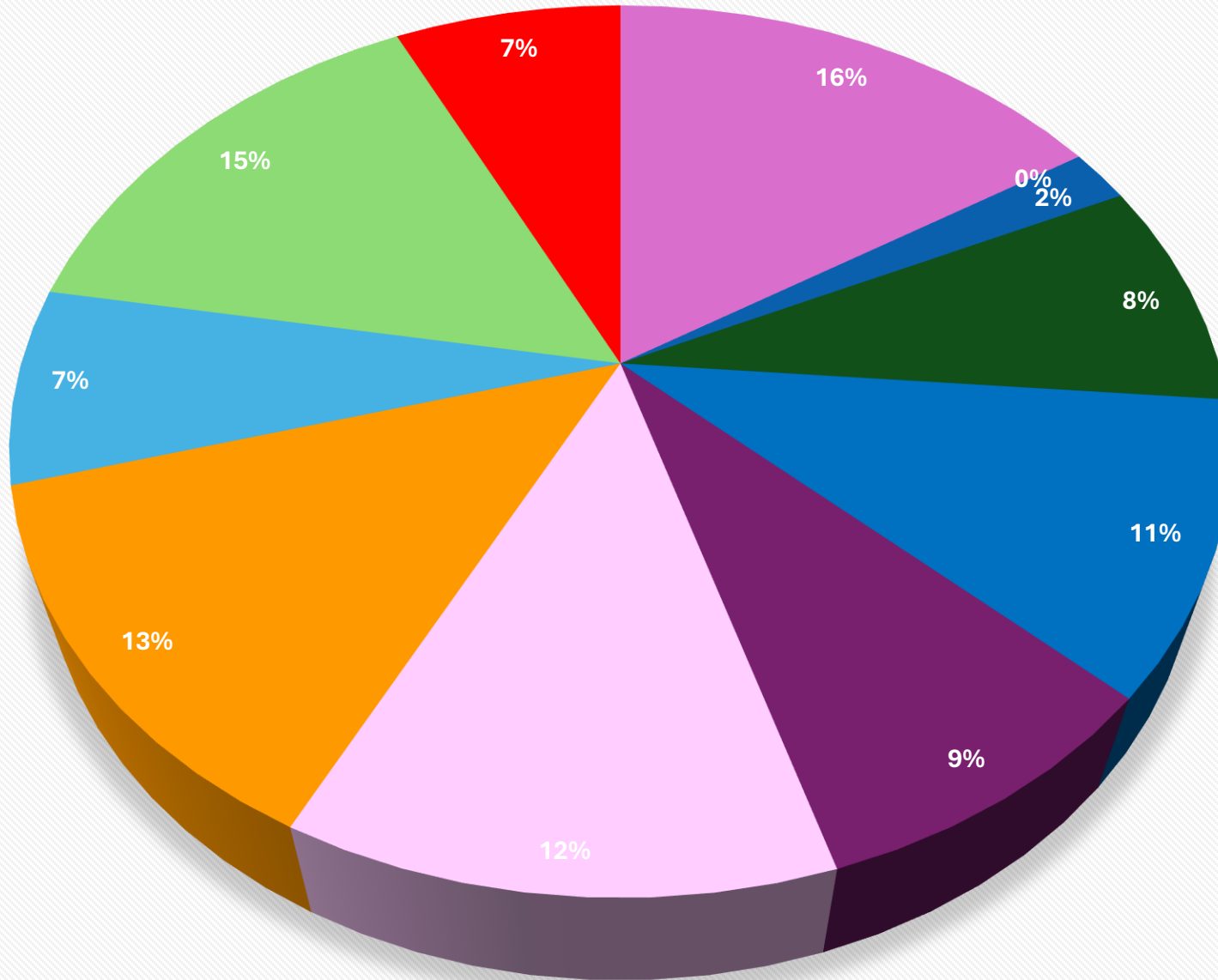


■ Online
 ■ Phone
 ■ Enumerators
 ■ Neighbour

Status	By	Dwellings
Completed	Administrator	9
Bareland	Administrator	2
Bareland	Enumerator	15
Completed	Enumerator	137
Under Construction	Enumerator	15
Vacant (non-occupied)	Enumerator	25
Zero No Count	Enumerator	8
Completed	Neighbour	7
Vacant (non-occupied)	Neighbour	1
Completed	Resident	45
Vacant (non-occupied)	Resident	1
Total		265

Note: Neighbour response was collected by enumerators

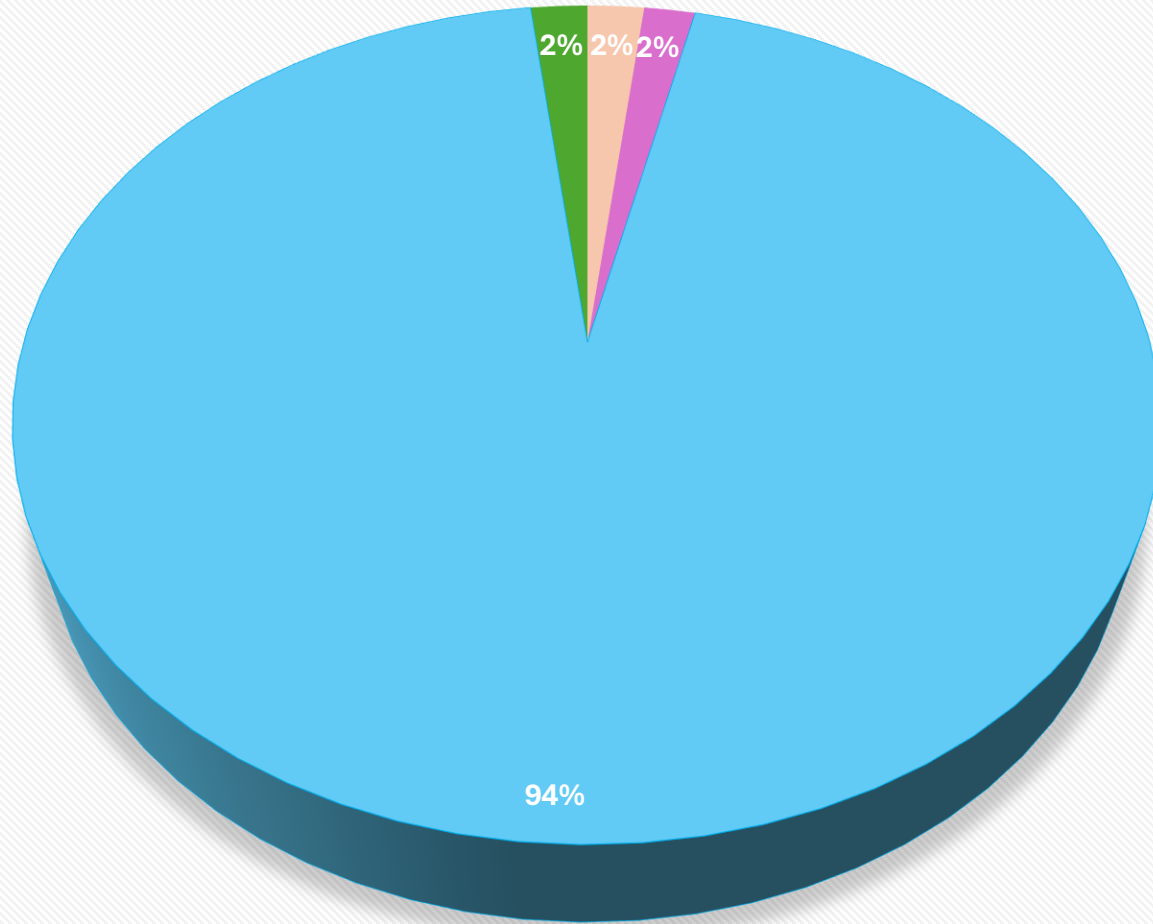
Ward 7 – Age group



Ward 7 – Age group	
95+	0
80 to 94	15
65 to 79	63
50 to 64	80
40 to 49	64
30 to 39	93
20 to 29	100
15 to 19	54
5 to 14	114
0 to 4	55
Unknown	122
Total	760

■ Unknown
 ■ 95+
 ■ 80 to 94
 ■ 65 to 79
 ■ 50 to 64
 ■ 40 to 49
 ■ 30 to 39
 ■ 20 to 29
 ■ 15 to 19
 ■ 5 to 14
 ■ 0 to 4

Completion Summary Ward 7

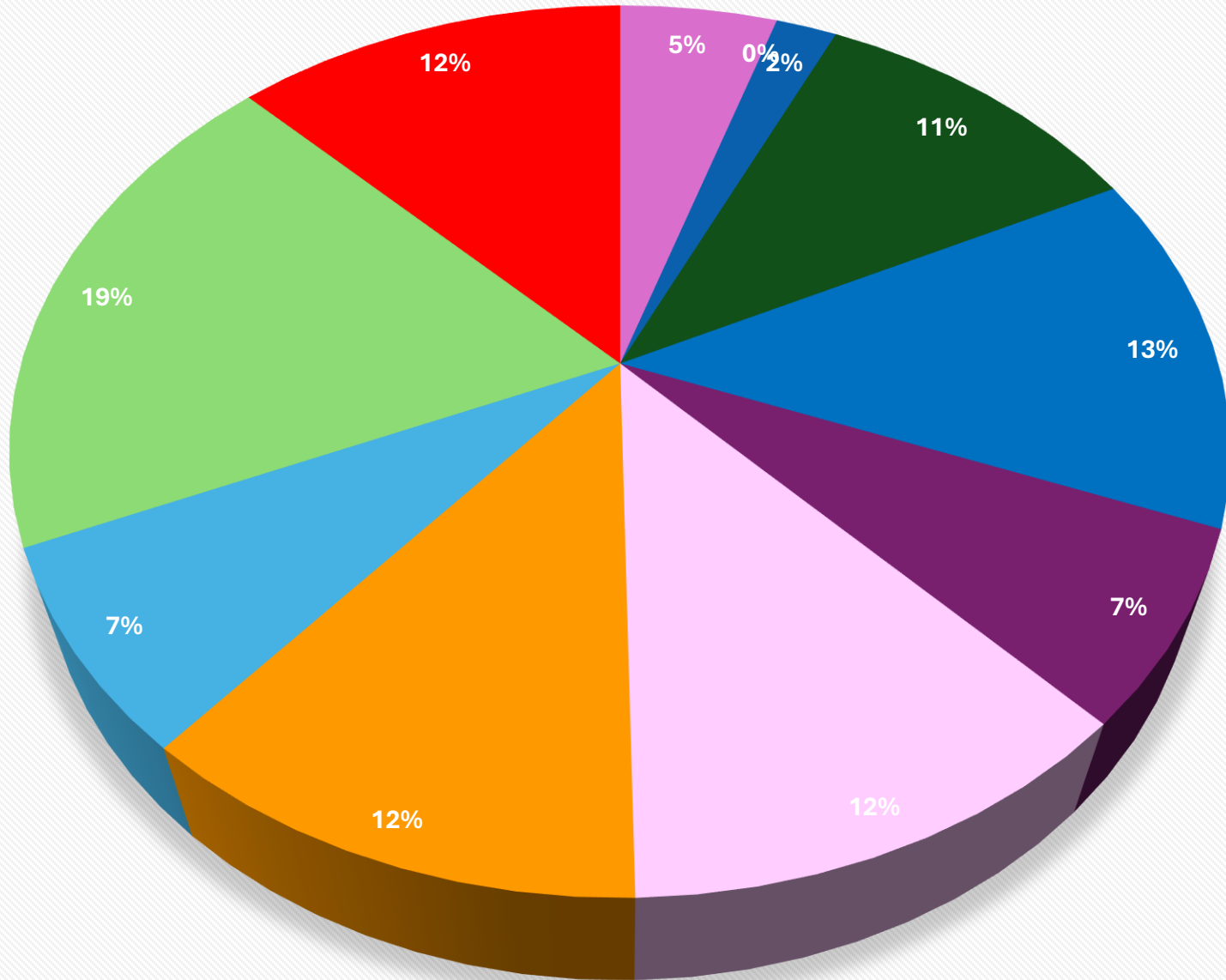


■ Online
 ■ Phone
 ■ Enumerators
 ■ Neighbour

Status	By	Dwellings
Completed	Administrator	9
Bareland	Enumerator	132
Completed	Enumerator	201
Under Construction	Enumerator	35
Vacant (non-occupied)	Enumerator	53
Zero No Count	Enumerator	69
Completed	Neighbour	10
Completed	Resident	10
Total		519

Note: Neighbour response was collected by enumerators

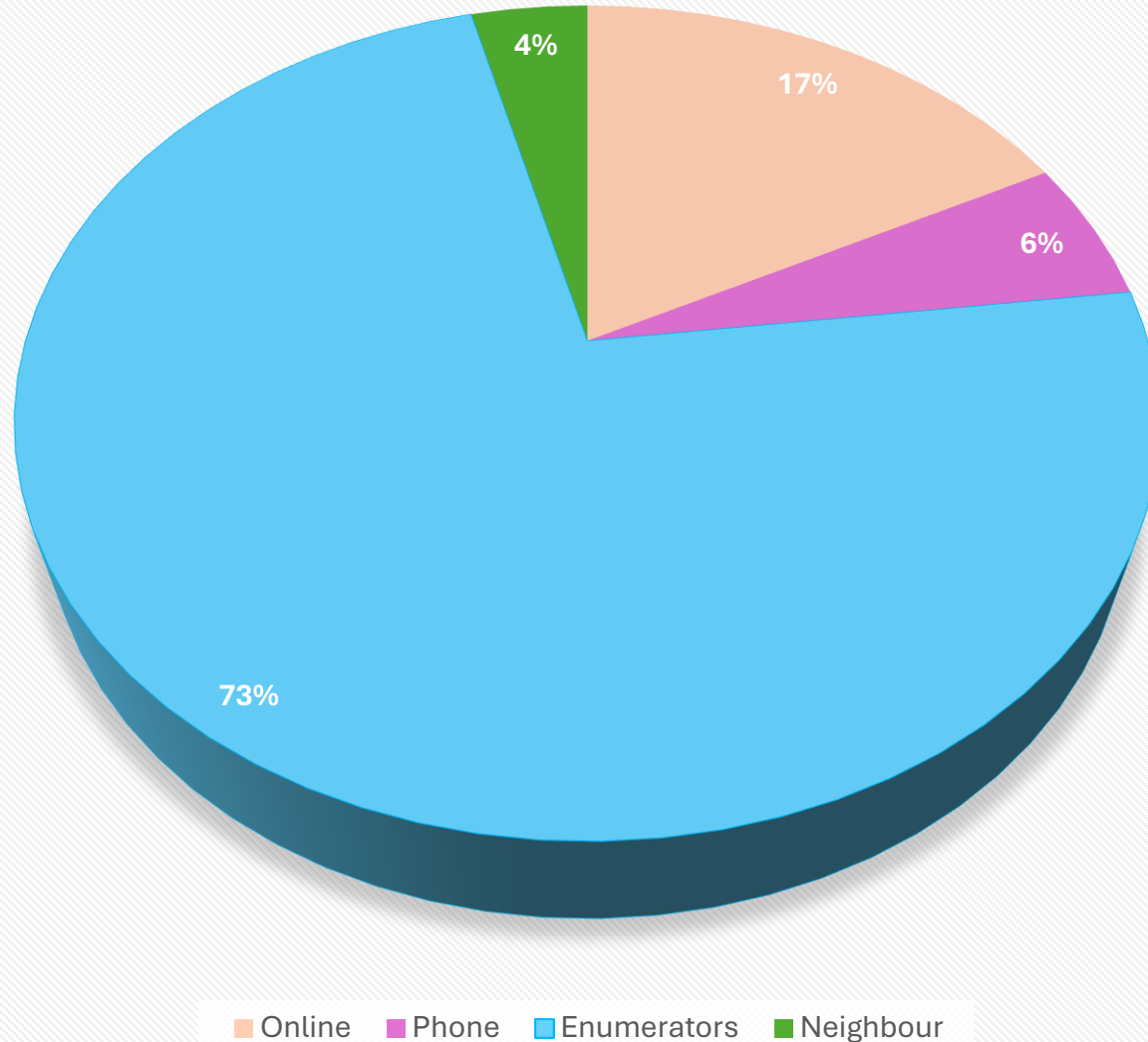
Ward 8 – Age group



Ward 8 – Age group	
95+	0
80 to 94	12
65 to 79	66
50 to 64	81
40 to 49	43
30 to 39	73
20 to 29	71
15 to 19	45
5 to 14	117
0 to 4	77
Unknown	31
Total	616

■ Unknown
 ■ 95+
 ■ 80 to 94
 ■ 65 to 79
 ■ 50 to 64
 ■ 40 to 49
 ■ 30 to 39
 ■ 20 to 29
 ■ 15 to 19
 ■ 5 to 14
 ■ 0 to 4

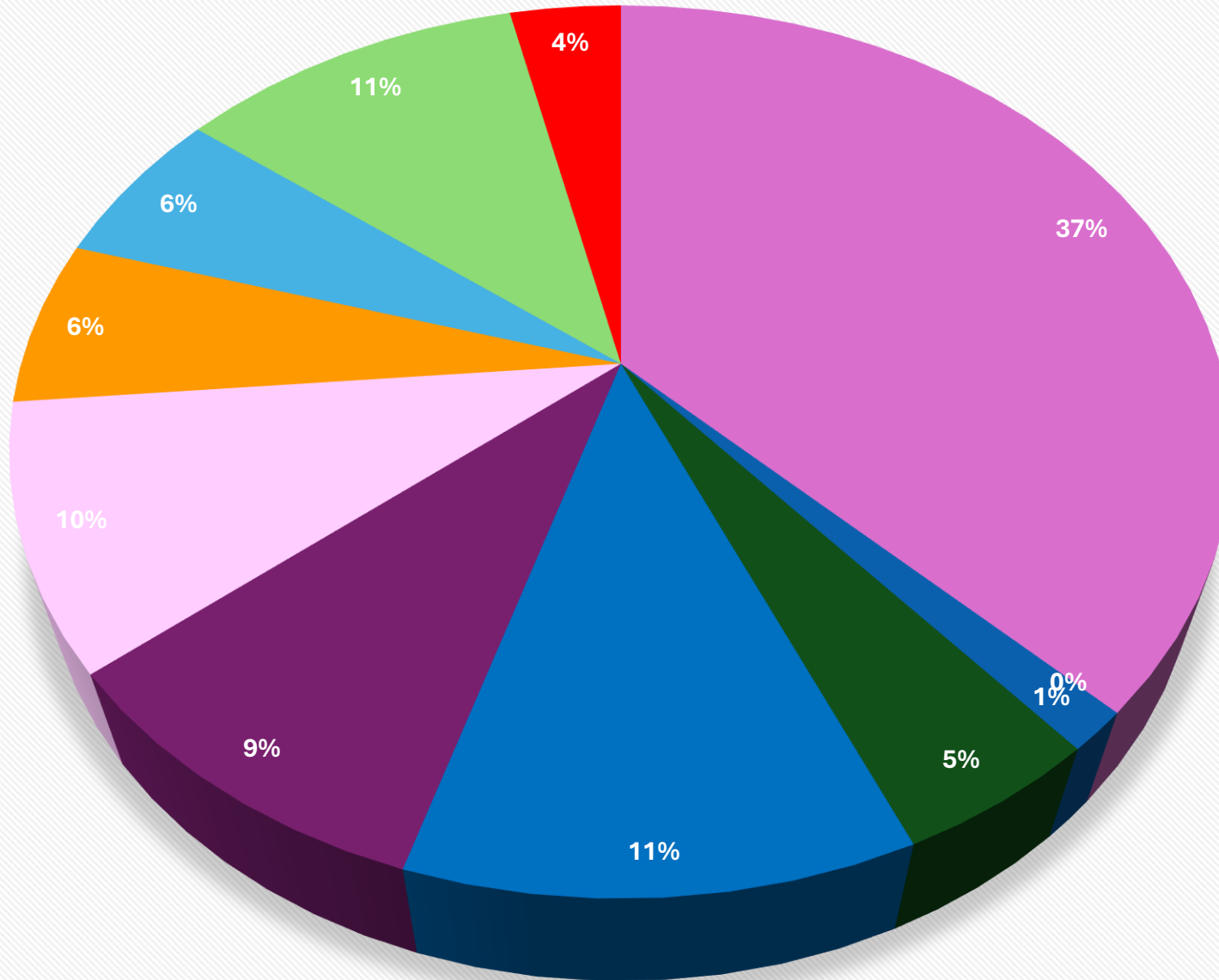
Completion Summary Ward 8



Status	By	Dwellings
Bareland	Administrator	2
Completed	Administrator	9
Vacant (non-occupied)	Administrator	3
Bareland	Enumerator	13
Completed	Enumerator	124
Under Construction	Enumerator	2
Vacant (non-occupied)	Enumerator	41
Zero No Count	Enumerator	4
Completed	Neighbour	4
Vacant (non-occupied)	Neighbour	6
Completed	Resident	40
Vacant (non-occupied)	Resident	4
Total		252

Note: Neighbour response was collected by enumerators

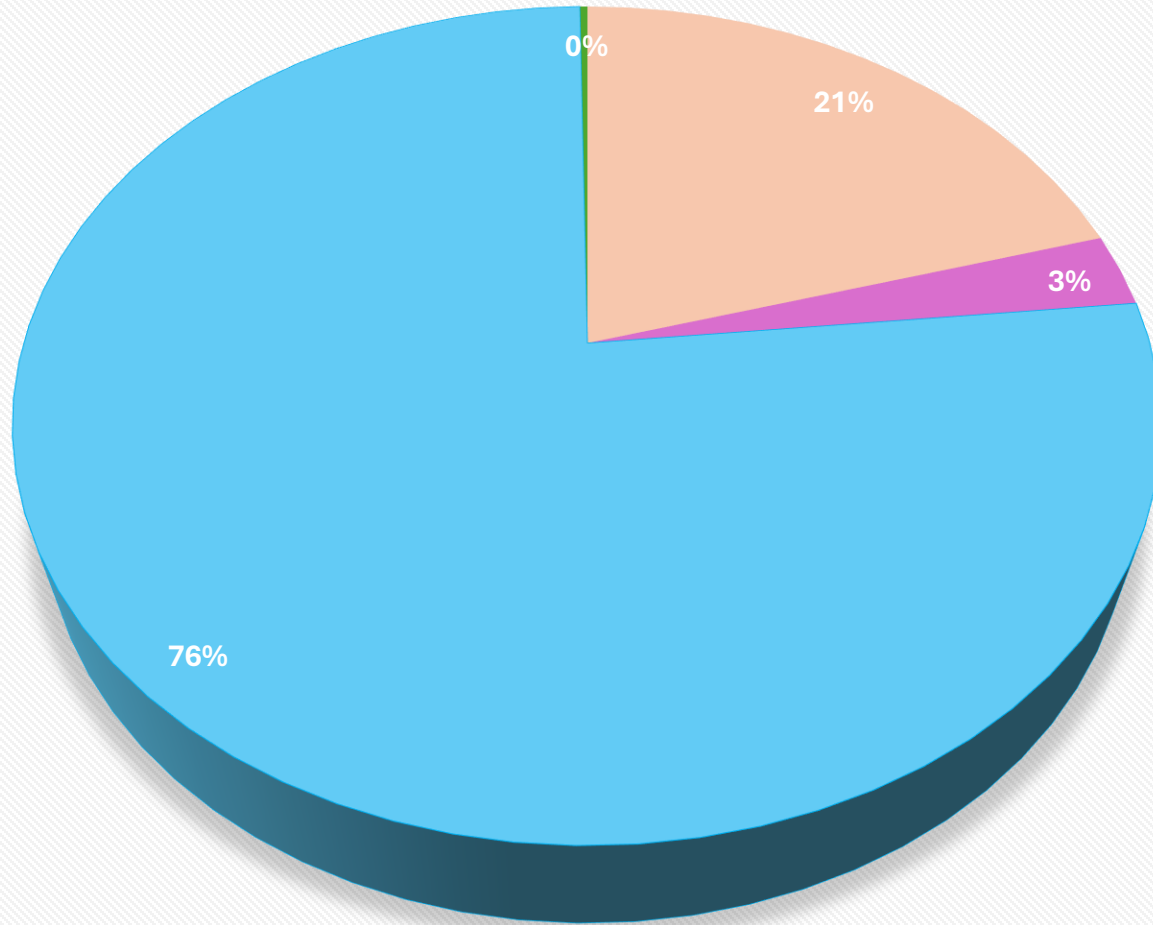
Ward 9 – Age group



Ward 9 – Age group	
95+	0
80 to 94	13
65 to 79	42
50 to 64	102
40 to 49	84
30 to 39	86
20 to 29	54
15 to 19	53
5 to 14	99
0 to 4	32
Unknown	337
Total	902

■ Unknown
 ■ 95+
 ■ 80 to 94
 ■ 65 to 79
 ■ 50 to 64
 ■ 40 to 49
 ■ 30 to 39
 ■ 20 to 29
 ■ 15 to 19
 ■ 5 to 14
 ■ 0 to 4

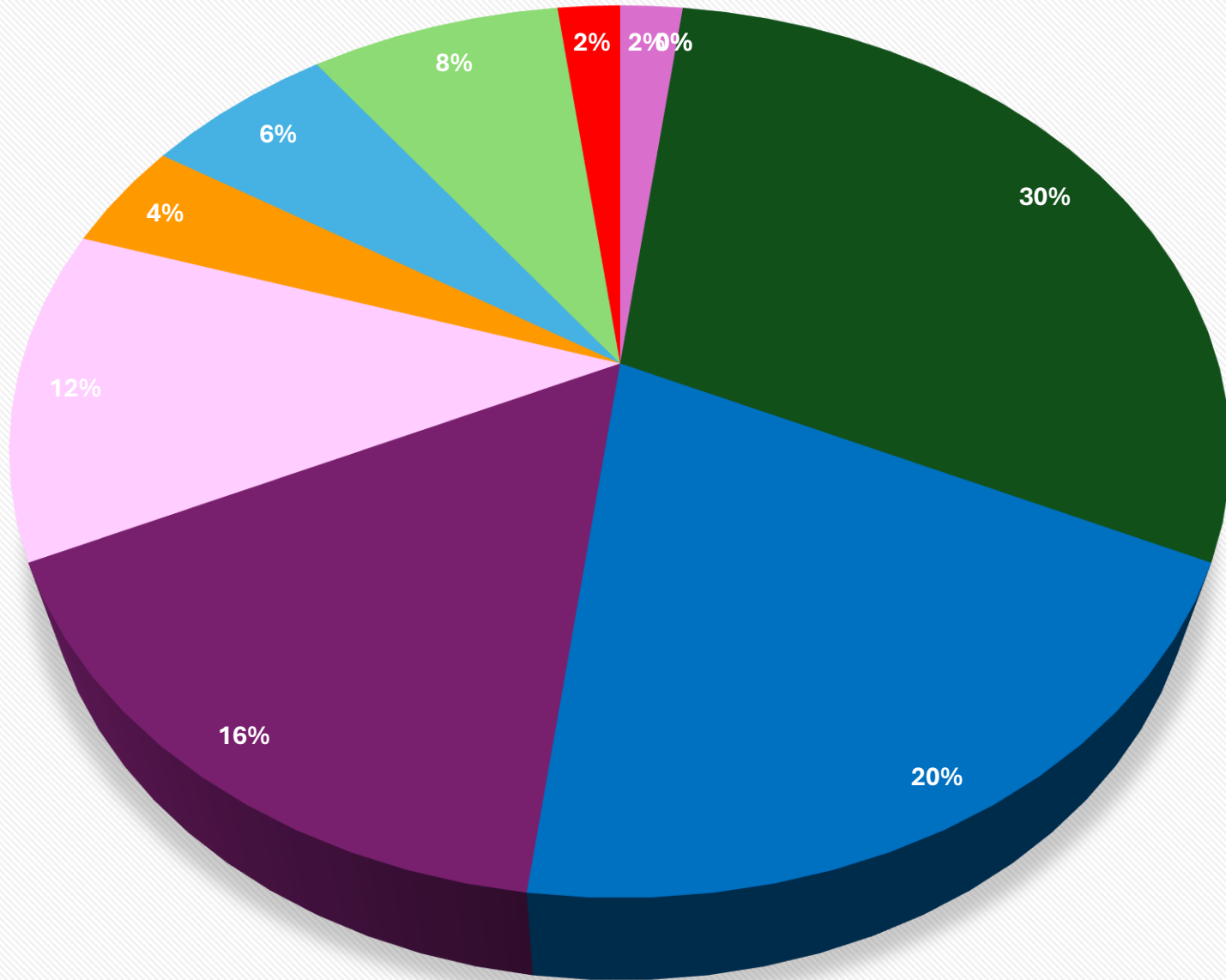
Completion Summary Ward 9



■ Online
 ■ Phone
 ■ Enumerators
 ■ Neighbour

Status	By	Dwellings
Completed	Administrator	11
Bareland	Enumerator	14
Completed	Enumerator	201
Vacant (non-occupied)	Enumerator	57
Zero No Count	Enumerator	25
Completed	Neighbour	1
Completed	Resident	72
Vacant (non-occupied)	Resident	8
Total		389

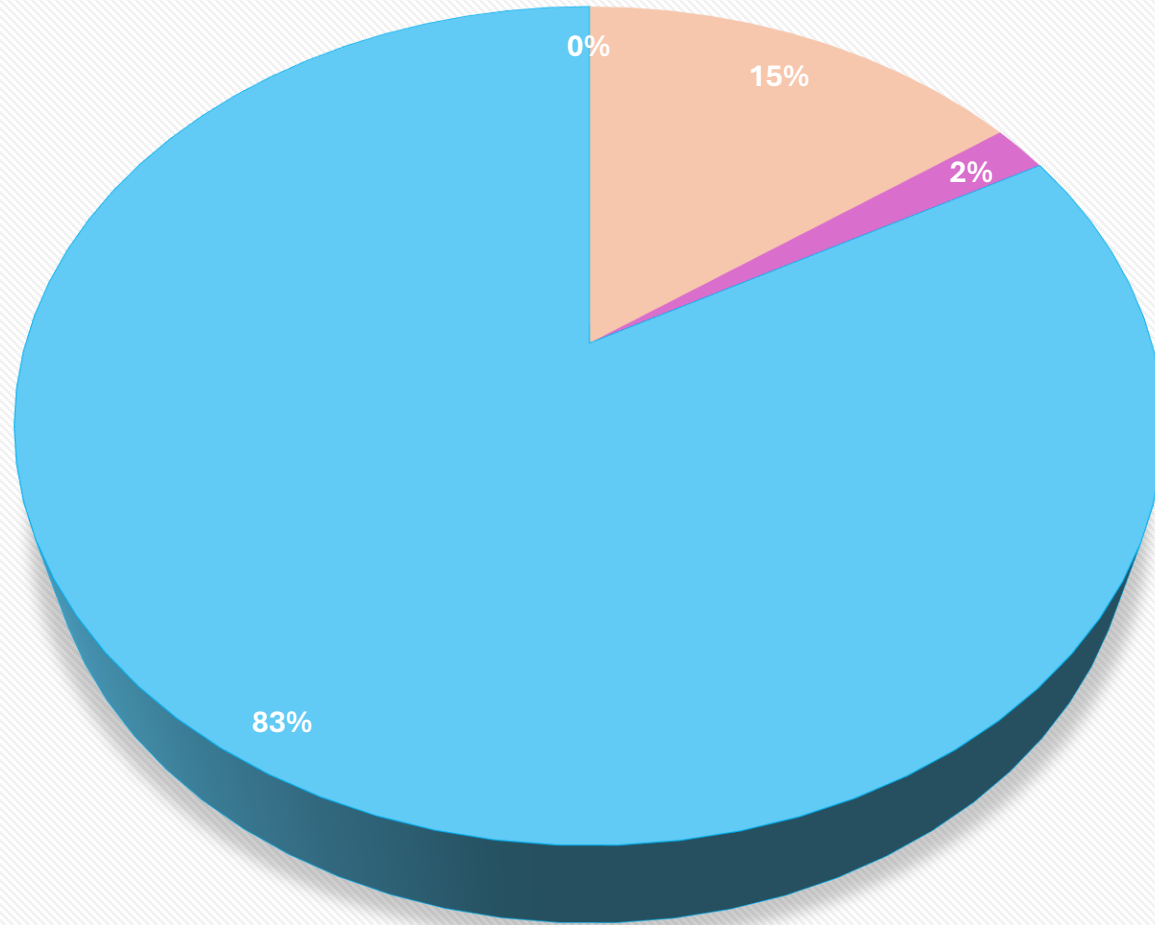
Ward 10 – Age group



Ward 10 – Age group	
95+	0
80 to 94	0
65 to 79	15
50 to 64	10
40 to 49	8
30 to 39	6
20 to 29	2
15 to 19	3
5 to 14	4
0 to 4	1
Unknown	1
Total	50

Unknown 95+ 80 to 94 65 to 79 50 to 64 40 to 49 30 to 39 20 to 29 15 to 19 5 to 14 0 to 4

Completion Summary Ward 10



■ Online
 ■ Phone
 ■ Enumerators
 ■ Neighbour

Status	By	Dwellings
Completed	Administrator	3
Completed	Enumerator	22
Vacant (non-occupied)	Enumerator	110
Completed	Resident	3
Vacant (non-occupied)	Resident	21
Total		159

Note: Neighbour response was collected by enumerators



Thanks to the La Crete & Area Chamber of Commerce



Thank you to all the enumerators



Questions, please contact mackenziecensus@gmail.com or 780-837-6630



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Darrell Derksen, Chief Administrative Officer
Title:	DELEGATION Alberta Trappers Association

BACKGROUND / PROPOSAL:

Zone 3 Director Terry Batt from the Alberta Trappers Association Northwest Alberta will be in attendance to discuss the linear restoration in the Caribou Mountains Caribou Range. Information is attached for your review.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

- Simple Majority
 Requires 2/3
 Requires Unanimous

That the Alberta Trappers Association delegation be received for information.

Author: _____ **Reviewed by:** _____ **CAO:** D. Derksen

January 26, 2023

Bill Abercrombie
President
Alberta Trappers Association
PO Box 6020
Westlock, AB T7P 2P7
Via email: albertanushman1990@gmail.com

Hi Bill

Trapping is a long-standing tradition in Alberta. The Government of Alberta remains committed to ensure that commercial interests and rights of trapping are sustained in the future. It is important that the Alberta Trappers Association (ATA) and Government of Alberta continue to foster open communication and collaboration as stewards of the wildlife resource, which promotes a recognized and valued industry in the province. The Lands Operations Division, who is accountable for management of crown lands, is committed to having open, respectful and ongoing discussions with the ATA. It is important that there is ongoing discussions to ensure issues are identified and addressed to enable an effective working relationship.

Notification on Industrial Activities

- Trapping in Alberta under a registered fur management area (RFMA) is supported and recognized across government as a commercial activity.
- The department is committed to ensuring that government and disposition holders have meaningful notification with registered trappers where activities will impact the RFMA holder's trapping activities such as access.

Access

- Government has provided rights to a registered trapper under a RFMA license as per the *Wildlife Act*, which establishes a right to access an area of public land or park to carry out trapping activities. While the RFMA does not have standing under the *Public Lands Act* in terms of specific rights under a disposition, it is recognized that the RFMA does entitles the trapper an ongoing right of access to the land within their RFMA. This means that trappers are free to access crown lands in the RFMA unless explicit land access restriction apply to the trapper. The trapping community will be consulted prior to a decision on any new access restrictions that impacts access for a trapper.
- Trappers are not considered "general public or recreational users" and will continue to have access in areas closed unless trapping or all types of commercial/industrial access is restricted. The department will encourage our staff and industry to ensure the registered trapper is informed of any road closures, access controls etc.

- The department will work with the ATA and industry to ensure access is maintained through all stages of the industrial activity, including reclamation

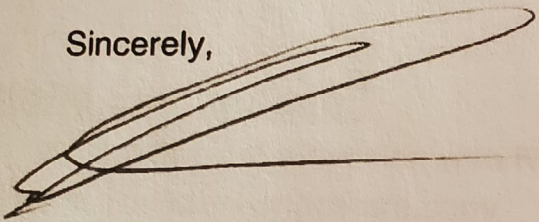
Trapping Cabin

- Government is committed to engaging with the ATA in 2023 to finalize the trapper's cabin policy and/or other applicable guidelines

The department is committed to facilitating an annual roundtable meeting between the ATA and the various Government representatives from Forestry, Lands, Parks and Fish and Wildlife as a forum to identify and resolve issues.

I look forward to improving and fostering a strong relationship with the Alberta Trappers Association.

Sincerely,



Rob Simieritsch
Acting Assistant Deputy Minister,
Lands Operations Division,
Forestry, Parks and Tourism



July 15, 2024

TERRY BATT
BOX 3044
HIGH LEVEL, AB
T0H 1Z0

RE: Linear Restoration in the Caribou Mountains Caribou Range

Dear Mr. Batt,

Silvacom Ltd. has received a grant to plan linear restoration treatments in the Caribou Mountains Caribou Range under the Caribou Habitat Recovery Program (CHRP). We appreciate your time and input as we move forward with this project.

The Caribou Mountains Caribou Range, located in Northwestern Alberta, is a priority area for restoration, identified by the Province of Alberta. The project area is northeast of High Level, between Highway 35, Highway 58 and Wood Buffalo National Park, overlapping your trapper area. Specifically, the project area includes township 110-114, range 13-14, west of the 5th meridian.

The project goal is to identify and prescribe appropriate silviculture and deactivation techniques to prevent travel along the seismic lines in future implementation programs. This includes determining which legacy seismic lines require treatment, how they can be accessed, and any other considerations applicable to the Range. The Operational Plans we produce will guide the implementation phase, aiming to set legacy seismic lines on a trajectory to a natural forested state through site preparation, revegetation, and deactivation.

During the planning process, we are reaching out to area trappers for input into the plan. Specifically, we are seeking feedback on which lines are being actively used in your trapping activities in the area. Your involvement is crucial in ensuring that your feedback is included in future implementation. The input we receive during this planning phase will help inform our recommendations.

We look forward to working with you to ensure the access management plan and deactivation strategies satisfy both trapper's needs in the area as well as the overall objectives of the project to reduce human and predator use of legacy seismic lines.

Please direct comments to **Andrew Vandebroek or Emma Derenowski** at 780-462-3238.

Thank you for your time and consideration.

Sincerely,

Handwritten signature of Andrew Vandebroek in black ink.

Andrew Vandebroek
Director – Energy and Environment
Silvacom
Tel: (780) 462-3238
Email: Andrew.Vandebroek@silvacom.com

Handwritten signature of Emma Derenowski in black ink.

Emma Derenowski
Forest Resource Analyst
Silvacom
Tel: (780) 462-3238
Email: Emma.Derenowski@silvacom.com

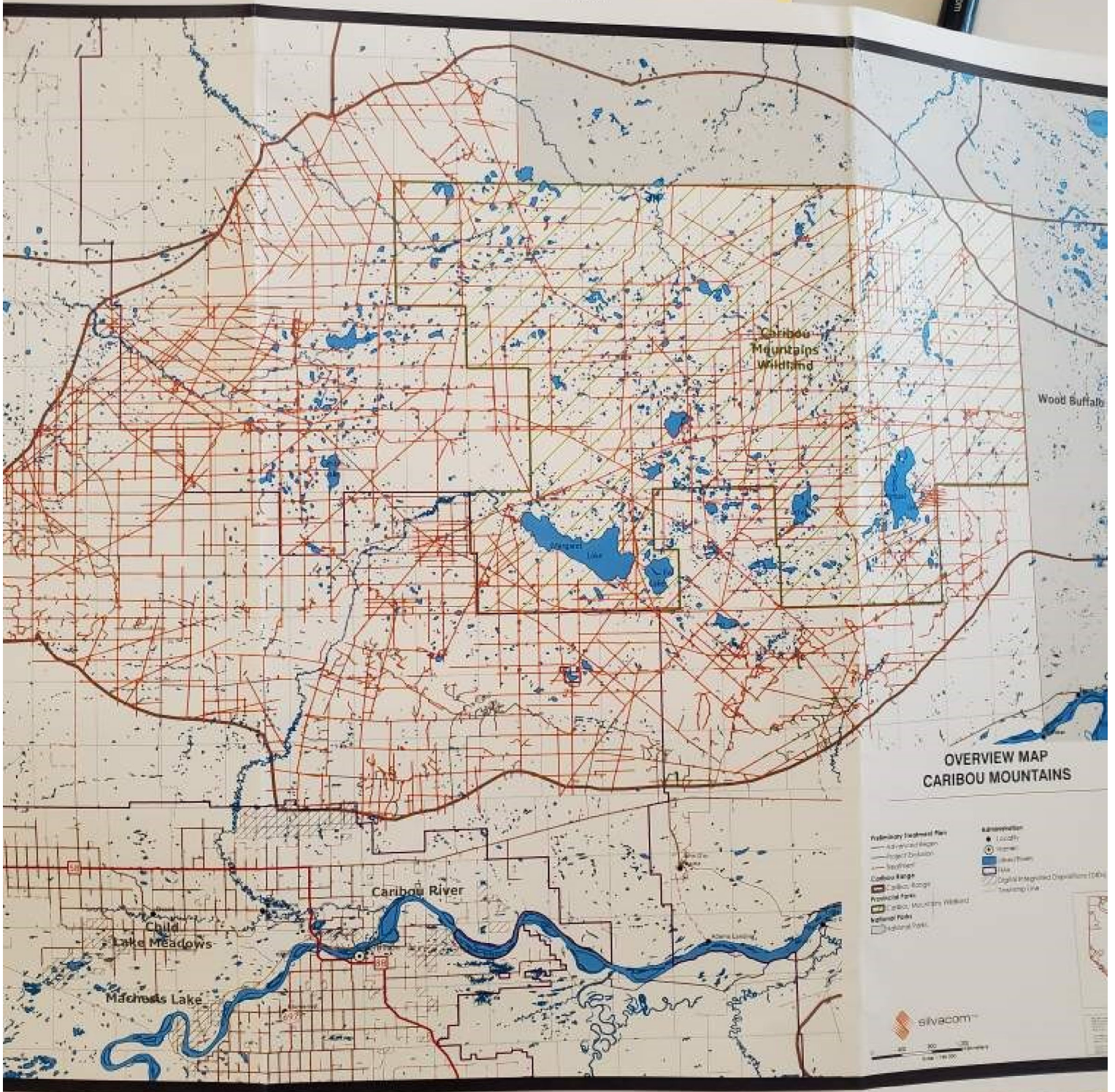
Enclosure (2): Map of proposed treatment plan in the Caribou Mountains Caribou Range
Map of treatment area within RFMA 1492

RE: Linear Restoration in the Caribou Mountains Caribou Range

Dear Mr. Batt,

Silvacom Ltd. has received a grant to plan linear restoration treatments in the Caribou Mountains Caribou Range under the Caribou Habitat Recovery Program (CHRP). We appreciate your time and input as we move forward with this project.

...in Alberta, is a priority area for restoration.





Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Darrell Derksen, Chief Administrative Officer
Title:	DELEGATION Brownlee LLP Procurement Process

BACKGROUND / PROPOSAL:

At the request of Council, Administration reviewed the various procurement Tenders and Requests for Proposals used to procure goods and services for the Municipality. As the documents used were in multiple formats causing confusion, administration contacted Brownlee LLP to assist in delivering one style of Tender and Request for Proposal documents to be utilized by the County.

Senior administration has reviewed and incorporated various amendments to the documents presented and is confident that both the Tender and Request for Proposal templates deliver what would provide the best goods, services and contracts to the County.

Once reviewed, and approved by council, administration will bring forward all relevant Policies that may require amendments to a future Council meeting, for Councils review and subsequent approval.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

Author: J Batt **Reviewed by:** _____ **CAO:** D. Derksen

POLICY REFERENCES:

ADM015 Hiring of Contractors/Suppliers
FIN025 Purchasing Authority Directive and Tendering Process
PW018 Hiring of Private Equipment

RECOMMENDED ACTION:

Motion #1:

Simple Majority Requires 2/3 Requires Unanimous

That the Brownlee LLP Procurement Process report be received for information.

Motion #2:

Simple Majority Requires 2/3 Requires Unanimous

That the Tender and Request for Proposal templates be approved as presented/amended.

Motion #3:

Simple Majority Requires 2/3 Requires Unanimous

That administration present at the next Council meeting, all purchasing policies effected by the Tender and Request for Proposal template for review and possible amendment.

Author: J Batt Reviewed by: _____ CAO: D. Derksen

INVITATION TO TENDER

Mackenzie County

Tender #: **[insert]**

Re: **[insert project/Tender description]**

INVITATION TO TENDER

Sealed Tenders

for: _____
(the "Project")

Tender Number: _____

Will be received

by: **Mackenzie County** (the "County")

at: **[County to insert address and contact person/contact information]**

Time/date for Tender Closing is: _____:00:00 p.m., MST on **[insert date], 202__** (the "Tender Closing")

1. The work to be undertaken generally involves, but is not necessarily limited to: **[insert brief description of work]** (the "Work") as set out on the list of drawings and specifications described as follows: **[County to insert particulars of drawings and specifications]**.
2. **[Optional]** The County's consultant for the Project is **[County to insert contact information of consultant if applicable]**.
3. The successful Tenderer shall achieve substantial performance of the Work for the Project by **[County to insert date]**.
4. The County reserves the right to accept or reject any and all Tenders and to waive irregularities and informalities at its discretion.
5. All written inquiries regarding the technical aspects of the drawings and specifications for the Work shall be emailed to **[County to insert contact information]**, however the Tenderer(s) acknowledge and agree that the County does not have an obligation to provide a response to any written inquiry and that it is in the sole and unfettered discretion of the County to provide any written response to a written inquiry. Telephone inquiries will not be replied to.
6. If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Tenderers. Such written response(s) will be issued in the form of an addendum to the Instructions to Tenderers and will be deemed to be part of the Instructions to Tenderers.
7. Submission of a Tender by a Tenderer gives the County the right to require the Tenderer to execute the contract to perform the Work as set out within the tender documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the County for a period of sixty (60) days **[or County to insert other time period]** following the end of the day of the Tender Closing. The successful Tenderer will be notified in writing of the award of the Tender when the County delivers a letter of intent to the successful Tenderer.

INSTRUCTIONS TO TENDERERS

Mackenzie County

Tender #: **[insert]**

Re: **[insert project/Tender description]**

INSTRUCTIONS TO TENDERERS

1 BACKGROUND

- 1.1 Mackenzie County (the “County”) is seeking Tenders for **[County to insert description of the work to be performed]** (the “Work”) as more particularly set out in Appendix “A” attached to these Instructions to Tenderers **[County to attach an Appendix “A” to Instructions which sets out the details of the Work, or make reference to specifications for performance if applicable]**.
- 1.2 The County will receive sealed Tenders until __:00:00 p.m. MST on **[County to insert date/time]** (“Tender Closing”). Electronic, including but not limited to emailed and faxed Tenders will not be accepted.

2 SUBMISSION OF TENDERS

- 2.1 Each Tender shall be addressed to the County in a sealed envelope clearly marked with the Tenderer’s name, address and Tender number. The sealed envelope containing the Tender (inclusive of Envelope #1 and Envelope #2) shall be delivered before the Tender Closing to the County in accordance with the Invitation to Tender and the Instructions to Tenderers at:

**Mackenzie County
4511-46th Ave
Fort Vermilion, AB
T0H 1N0**

Attention: [insert name of County’s representative]

- 2.2 In the event of a dispute or issue about whether or not a Tender complies with the Instructions to Tenderers, the County reserves the right to retain and open a copy of the Tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of a Tender does not in any way constitute an admission by the County as to the compliance, or not, of the subject Tender.
- 2.3 Due to the location of Mackenzie County, please allow for extra time for the Tender to be couriered.
- 2.4 Tenderers must submit **TWO** envelopes clearly marked as follows on or before the Tender Closing (or use the envelopes provided if you picked up a package from Mackenzie County):

Tenderer's
 Company Name: _____
 Address: _____

Mackenzie County
 [insert name of Tender here]
ENVELOPE #1 MANDATORY SUBMISSIONS

Tender Security (Consent of Surety; Bid Bond (if applicable), certified cheque or irrevocable letter of credit)	<input type="checkbox"/>
WCB Clearance Letter / Number	<input type="checkbox"/>
Certificate of Insurance	<input type="checkbox"/>
C.O.R. Certificate	<input type="checkbox"/>
[insert other mandatory requirements/documents]	<input type="checkbox"/>
[insert other mandatory requirements/documents]	<input type="checkbox"/>
[insert other mandatory requirements/documents]	<input type="checkbox"/>

Tenderer's
 Company Name: _____
 Address: _____

Mackenzie County
 [insert name of Tender here]
ENVELOPE #2 TENDER FORMS

Unit Prices Schedule A,B,C (Page x)	<input type="checkbox"/>
Unit Prices Schedule D,E,F,G (Page x)	<input type="checkbox"/>
Tender Signing and Sealing (Page x)	<input type="checkbox"/>
[insert other mandatory requirements/documents]	

Tenderers must submit the required documents identified above in Envelope #1 and Envelope #2. Tenderers that do not submit the required documents identified above in Envelope #1 will have their Envelope #2 returned unopened. Both envelopes must be mailed/couriered together inside one larger envelope.

3 TENDER FORM

- 3.1 Each Tenderer shall submit a complete Tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The Tender sum must be written in words as well as figures, and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the "Tender Sum"). In the event of a discrepancy between an amount written in words and an amount written in figures, the amount written in words shall be deemed the intended amount. Tenders shall be written in English.
- 3.2 Notwithstanding the foregoing, the County shall be entitled to accept a Tender in such form as the County in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial and/or substantial nature, or whether the Tender is noncompliant in a trivial and/or substantial manner.
- 3.3 The County shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies between words and figures will be resolved in favour of the words. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender Closing submission.
- 3.4 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing on the Tender Amendment Form and actually received by **[insert name of County's representative]** of the County prior to the Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the address for the County in the Invitation to Tender within 48 hours of the notice of the withdrawal, modification or clarification.

4 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 4.1 All documents submitted to the County will be subject to the protection and disclosure provisions of Alberta's *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the County's custody or control. It also prohibits the County from disclosing the Tenderer's personal or business information where disclosure would be harmful to the Tenderer's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under FOIP.

5 TENDER DOCUMENTS

5.1 The documents for the Tender are:

- Invitation to Tender
- Instructions to Tenderers
- **[if applicable] Appendices as follows: _____**
- Contract
- **[insert particulars of specifications if applicable]**

(hereinafter collectively referred to as the “Tender Documents”)

By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

6 VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS

- 6.1 The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to the County at least 10 calendar days prior to the Tender Closing. Where necessary, the County shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.
- 6.2 Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 10 calendar days prior to the Tender Closing, the County shall be the sole judge as to the intent of the Tender Documents.
- 6.3 No implied obligation of any kind by or on behalf of the County shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by the County, are and shall be the only covenants and agreements that apply.
- 6.4 Without limiting the generality of Article 6.3, the Tender Documents supercede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

7 ADDENDA

- 7.1 Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Tenderer, and the cost for doing the work therein shall be included in the Tender Sum. Verbal representations shall not be binding on the County nor form part of the Tender Documents. Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to **(Contact Name)**.

8 TENDER

- 8.1 Tenderers submitting Tenders shall be actively engaged in the line of work required by the Tender Documents and shall be able to refer to work of a similar nature performed by them. They shall be fully conversant with the general technical phraseology in the English language of the lines of work covered by the Tender Documents.
- 8.2 Each Tenderer shall review the Tender Documents provided by the County and confirm that it is in possession of a full set of Tender Documents when preparing its Tender.
- 8.3 Tenders shall be properly executed in full compliance with the following requirements:
- 8.3.1 The signatures of persons executing the Tender must be in their respective handwriting;
 - 8.3.2 If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
 - 8.3.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
 - 8.3.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature; or
 - 8.3.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
- 8.4 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

[Optional]

9 TENDER DEPOSIT

- 9.1 The Tenderer is required to submit with its Tender, a Consent of Surety and a Bid Bond in a form acceptable to the County, or in lieu of a Bid Bond, a Tenderer may submit, along with a Consent of Surety, a certified cheque or an irrevocable letter of credit in favour of the County equal to 10% of the Tender Sum as a guarantee that, if awarded the contract for the Work, the Tenderer will execute a contract **[Optional] and submit the Performance Bond and the Labour and Material Payment Bond**

referred to in Article 10 within the specified time frames which has been set out in section 10.7.

- 9.2 The Bid Bonds, certified cheques or irrevocable letters of credit of the unsuccessful Tenderers shall be returned as soon as possible after the Contract has been duly executed by the successful Tenderer.
- 9.3 The County will not pay any interest on money furnished as security.
- 9.4 The Bid Bond and Consent of Surety shall be issued by a Surety Company licensed in the Province of Alberta and satisfactory to the County.

[Optional]

10 PERFORMANCE AND LABOUR AND MATERIAL PAYMENT BONDS

- 10.1 The successful Tenderer shall be required to furnish at its own expense a Performance Bond and Labour and Materials Payment Bond. For the purposes of this Article, both of these bonds shall be referred to as the “Bonds”.
- 10.2 The Performance Bond shall guarantee the faithful performance of the Contract, and in default thereof, shall protect the County against any losses or damage arising by reason of failure of the successful Tenderer to faithfully perform the Contract.
- 10.3 The Bonds are to be issued by a Surety Company licensed in the Province of Alberta and satisfactory to the County in the amount of 50% of the Contract Price.
- 10.4 **[optional-only use this provision if necessary, i.e. if there is a warranty period in the Contract based on tender scope of work]** The Performance Bond shall remain in force as a Maintenance Bond for the Warranty Period as defined in the Contract.
- 10.5 The Bonds shall be in the form set out in the Tender Documents or in such other form as may be acceptable to the County.
- 10.6 The County may consider alternate forms of security in lieu of the Bonds. The Tenderer shall make known any alternative form of security it wishes the County to consider and obtain the County’s approval prior to submitting a Tender.
- 10.7 The successful Tenderer shall provide all required Bonds to the County no later than 10 working days after receipt of the Letter of Intent from the County provided in accordance with Article 16.
- 10.8 The successful Tenderer shall supply all required Bonds before any Work is undertaken by the successful Tenderer.
- 10.9 No payment shall be made by the County to the successful Tenderer for any of the Work performed by the successful Tenderer until the required Bonds have been provided.

11 INSURANCE

- 11.1 The Tender shall be accompanied by a Certificate of Insurance, certifying that the insurance as required by the Contract, is in place or, if the required insurance is not in place, by a Letter of Insurability or Undertaking of Insurance in standard form from the Tenderer's Insurance Broker certifying that the required insurance will be issued to the Tenderer if the Tenderer is the successful Tenderer.
- 11.2 The successful Tenderer shall be required to secure and maintain at its own expense the insurance provided for in the Contract.
- 11.3 The successful Tenderer shall provide all required insurance to the County no later than 10 working days after receipt of a Letter of Intent from the County provided in accordance with Article 16.

12 COMMENCEMENT AND COMPLETION OF WORK

- 12.1 The successful Tenderer shall commence the Work within 10 working days after receipt of the Letter of Intent from the County and shall complete the Work by the dates specified in the Contract **[County to insert date—the same date as noted in the Contract included as part of the Tender Documents].**

13 SITE CONDITIONS

- 13.1 The Tenderer is responsible for inspecting the site(s) of the Work and for making whatever inquiries or arrangements necessary for it to become fully informed of the nature of the site(s) of the Work, including the soil structure and topography of the site(s), and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Tender, the Tenderer acknowledges that it has investigated and satisfied itself as to:
- a) the nature of the Work;
 - b) the location and all conditions relating to the location of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
 - c) the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
 - d) all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
 - e) the magnitude of the construction required to execute and complete the Work.
- 13.2 The Tenderer is fully responsible for obtaining all information required for the preparation of its Tender and for the execution of the Work. The County is not responsible for undertaking any investigations to assist the Tenderer. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in the Tender Documents (the "Non-Tender Information"), form no part of this Tender. The County and the County's Consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such

Non-Tender Information. Tenderers who obtain or rely upon such Non-Tender Information or other documents, do so entirely at their own risk.

- 13.3 The Tenderer's obligation to become familiar with the information described in Article 13.1 is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the Tendering process. Any technical reports so provided are for information only and neither the County nor the County's Consultants accept or assume any responsibility for the contents or accuracy of such technical reports and the Tenderer agrees that the County, the County's Consultants and their representatives shall not be liable in any way to the Tenderer in respect of such technical reports. The Tenderer further agrees that it shall not rely upon any oral information provided to it by the County, the County's Consultants or their representatives.

14 PRIME COST AND CONTINGENCY SUMS

- 14.1 The Tenderer shall include in its Tender Sum any prime cost sums or contingency sums. The Goods and Services Tax shall be shown as a separate amount.

15 PERMITS AND INSPECTIONS

- 15.1 The Tenderer shall include in its Tender Sum the cost of permits and inspections required by any governmental or other authority having jurisdiction or as required to fully perform the Work in accordance with the Contract.

16 SUCCESSFUL TENDERER

- 16.1 Award of Contract by the County occurs once the Tenderer receives a Letter of Intent duly executed by **[insert name of County's representative]** of the County after **[insert name of County's representative]** has been duly and legally authorized by the County to send such Letter of Intent.

[OPTIONAL (16.2 – 16.3)]

- 16.2 Following the receipt of the Letter of Intent, the successful Tenderer shall provide the Performance Bond and Labour and Material Payment Bond within the time required in Article 10.7. The successful Tenderer shall also provide a Certificate of Insurance unless previously provided.

16.2.1 Upon the successful Tenderer complying with the requirements of both Articles 16.2 and 16.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be returned to the successful Tenderer.

16.2.2 If the successful Tenderer fails to comply with either or both of the requirements of Articles 16.2 and 16.4, the certified cheque or Bid Bond or irrevocable letter of credit, as the case may be, shall be forfeited to the County as compensation for damages the County may suffer.

- 16.3 The forfeiture of a successful Tenderer's certified cheque or Bid Bond or irrevocable letter of credit shall not be construed as a waiver of any rights or remedies which the

County may have against such Tenderer for loss or damages incurred or suffered in excess of the amount of such certified cheque or Bid Bond or irrevocable letter of credit.

- 16.4 Within 10 working days of receipt of the Contract from the County, the successful Tenderer shall duly execute the Contract and return the Contract to the County.
- 16.5 Within **[County to insert number of days]** working days of receipt of a Letter of Intent in accordance with Article 16.1, the successful Tenderer shall submit a proposed Construction Schedule showing the anticipated time of commencement and completion of each of the various operations to be performed under the Contract.

17 TENDER EVALUATION CRITERIA

- 17.1 Each Tender will be evaluated on the basis of the criteria listed below and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Tender, the Tenderer acknowledges and agrees that the County has, and it is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 17.2 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of the County to award points in respect of the criteria noted below. The criteria and the maximum number of points for each criteria are as follows:

[example of evaluation criteria table is below. Insert criteria and maximum number of points which can be awarded. The maximum number of points should total 100. Some examples are:

- 1. Price 20 points.**
- 2. Previous experience 15 points**
- 3. Personnel 10 points**
- 4. Subtrades/Suppliers 10 points**
- 5. Timing/Completion 15 points**
- 6. Equipment 10 points**
- 7. Safety record 20 points**
- Total Points 100 points.]**

Evaluation Criteria	Mark (%)	Points available	Subtotal
[County to insert criteria]			
Total Points Available		100	

Scoring will be consistently applied by the County's evaluation team through the use of the specified scoring system noted below. Points will be awarded on a scale of 0 to 10 as noted below:

Score	Description
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

18 WORKERS' COMPENSATION

- 18.1 Each Tenderer is to submit with its Tender, a letter of account from the Workers' Compensation Board – Alberta. This letter is to be current and not dated 14 calendar days prior to the Tender Closing.
- 18.2 The Tenderers who do not have an account with the Workers' Compensation Board-Alberta shall provide with their Tender evidence of a subcontractor or other company that will carry such coverage on their behalf.
- 18.3 If the Tenderer is performing work in any exempt industry within the meaning of the Workers Compensation Board Act (the "WCB Act") and does not carry coverage, the Tenderer acknowledges that:
- 18.3.1 the County is subject to a deeming order under s. 14(2) of the WCB Act (the "Deeming Order"); and
 - 18.3.2 the Deeming Order states that all of the Tenderer's employees, directors, proprietors, partners or employees are deemed to be County employees for the purposes of the WCB Act while performing work for the County; and

18.3.3 the effect of the Deeming Order is that the Tenderer's employees, directors, proprietors and partners who are injured while performing work for the County under the Contract, have no right to sue anyone and are limited to a claim under the WCB Act.

18.4 The Tenderer shall communicate the existence and effect of the Deeming Order to all of its employees, directors, proprietors, partners or employees.

18.5 The County will reject any Tender which fails to comply with the provisions set out in Article 18.

19 REGISTRATION

19.1 Prior to commencing the Work, the successful Tenderer shall obtain all authorizations required by the laws of the Province of Alberta and of the Country of Canada enabling it to carry on business to complete the Work required under the Contract. Failure to be properly authorized shall entitle the County to forthwith terminate the Contract without compensation.

20 TENDERS EXCEEDING BUDGET

20.1 In addition to the rights contained within Article 20 herein, if the Tender Sum of every Tenderer exceeds the amount the County has budgeted for the Work, the County may reject all Tenders or attempt to negotiate a lower price with the Tenderer who, in the sole and unfettered discretion of the County, has submitted the most advantageous Tender.

20.2 Each Tenderer acknowledges and agrees that the County has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to the County, that the County has no obligation to disclose such criteria nor employ the criteria identified in Article 17 Tender Evaluation Criteria.

20.3 By submitting its Tender, each Tenderer waives its right to contest in any action, application, case or legal proceeding in any court, the decision which the County may pursue under Article 20.1 and 20.2 herein.

20.4 If the Tender Sum of every Tenderer exceeds the amount budgeted for the Work and the County negotiates with the Tenderer who has submitted the Tender considered most advantageous to the County:

20.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential;

20.4.2 In particular, the County's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and

20.4.3 The County will not attempt to obtain a lower price for the same work that the Tenderer originally bid on, but may attempt to obtain a lower price for an altered scope of work. In no event will the County be obliged to disclose the amount budgeted for the Work.

21 CERTIFICATE OF RECOGNITION (“C.O.R.”) SAFETY PROGRAM REQUIREMENT

- 21.1 Unless otherwise stated, Tenders will only be considered when the Tenderer, prior to Tender Closing, has either full certification in the Alberta Labour approved Certificate of Recognition (“C.O.R.”) Program appropriate to their industry or a temporary letter of certification issued by the Alberta Construction Safety Association or other appropriate industry association.
- 21.2 Certification shall be evident by inclusion of the Tenderers name on the Alberta Construction Safety Association (“A.C.S.A.”) C.O.R. certification list current at the Tender Closing, or submission of a copy of the Alberta Labour Certificate of Recognition or a temporary letter of certification with the Tender.
- 21.3 The County will assume no liability for the non-inclusion of any Tenderer on the A.C.S.A. C.O.R. certification lists for any reason whatsoever.
- 21.4 The County reserves the right to terminate the Contract during the course of which the Contractor is decertified from the C.O.R. program or has their temporary letter of certification expire.
- 21.5 The County will reject any Tender which fails to comply with the provisions set out in Article 21.

22 CANADIAN FREE TRADE AGREEMENT (“CFTA”) AND THE NEW WEST PARTNERSHIP TRADE AGREEMENT (“NWPTA”)

- 22.1 The provisions of the Canadian Free Trade Agreement (“CFTA”) and the New West Partnership Trade Agreement (“NWPTA”) apply to this Tender.

23 ACCEPTANCE OR REJECTION OF TENDERS

- 23.1 As it is the purpose of the County to obtain the Tender most suitable and most advantageous to the interests of the County, notwithstanding anything else contained within the Tender Documents, the County reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which:
- a) is incomplete, obscure, irregular or unrealistic;
 - b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
 - c) has erasures or corrections;
 - d) omits a price on any one or more items in the Tender;
 - e) fails to complete the information required in the Tender;
 - f) is accompanied by an insufficient certified cheque, irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,
- may at the County’s sole and unfettered discretion be rejected or accepted. Further, a Tender may be rejected or accepted on the basis of the County’s unfettered

assessment of its best interest, which includes the County's unfettered assessment as to a Tenderer's past work performance for the County or for anyone else or as to a Tenderer's financial capabilities, completion schedule, or ability to perform the Work, or the County's desire to reduce the number of different contractors on the location of the Work at any given time. The County reserves the right to negotiate after Tender Closing time with the Tenderer that the County deems has provided the most advantageous Tender; in no event will the County be required to offer any modified terms to any other Tenderer prior to entering into a Contract with the successful Tenderer and the County shall incur no liability to any other Tenderers as a result of such negotiation or modification.

24 LAW AND FORUM OF TENDER

24.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Alberta and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Alberta and by submitting Tenders, Tenderers are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

25 ACCEPTANCE PERIOD

25.1 The Tender shall be irrevocable and open for acceptance by the County for the period of time contained in the Invitation to Tender, namely, ninety (90) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is as defined in the Invitation to Tender. **[County to insert other time period if desired]**

TENDER FORM

Mackenzie County

Tender #: **[insert]**

Re: **[insert project/Tender description]**

TENDER FORM

Tender Number: _____

Tender Title: _____

We, _____
(Company)
of _____
(Business Address)

having examined the Tender Documents as issued by: Mackenzie County (the "County"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the Tender Documents for the Tender Sum as follows:

- | | |
|------------------------------|----------|
| 1. Sub-Total (excluding GST) | \$ _____ |
| 2. GST | \$ _____ |
| 3. Total | \$ _____ |

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the Tender Documents.

[Note to Draft: if the Work is based on a Unit Price schedule, then the County can insert the Unit Price Schedule as an appendix to this Tender Form]

Appendices to Tender Form:

The information required by the Instructions to Tenderers is provided in the attached Appendices and forms an integral part of this Tender.

[County to insert Appendices for the requested additional information found in the Tender Evaluation Criteria in paragraph 17.2 of the Instructions to Tenderers e.g. relevant experience, personnel etc...]

Declarations:

We hereby acknowledge and declare that:

- (a) we agree to perform the Work in compliance with the required completion schedule stated in the Contract; or if no schedule is stated, to attain Substantial Performance of the Work within _____ weeks after receiving notice of Contract award;
- (b) no person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this Tender is made;

- (c) the Tender Security is attached to this Tender. We specifically acknowledge and agree that the Tender Security may be forfeited to the County pursuant to the terms set forth in the Instructions to Tenderers;
- (d) we hereby acknowledge and confirm that the County has the right to accept any Tender or to reject any or all Tenders in accordance with the Instructions to Tenderers;
- (e) this Tender is open to acceptance for a period of sixty (60) days from the date of Tender Closing. **[County to insert other time period if desired]**

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: _____
(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)

(Apply SEAL above)

Signature: _____

Name & Title: _____
(Please Print or Type)

Witness: _____

Dated at _____ this _____ day of _____, 20____

REQUEST FOR PROPOSALS
ADVERTISEMENT

Mackenzie County

Re: **[insert project/RFP description]**

REQUEST FOR PROPOSALS / ADVERTISEMENT

Mackenzie County (the "County") is seeking proposals in response to this RFP in relation to: **[describe the work or project]**. Proposals will be received by:

[INSERT NAME OF RESPONSIBLE PERSON AND CONTACT INFORMATION]

Time and date for the closing of the RFP is:

____:00:00 p.m. MST on _____, 20____

(the "RFP Closing Date")

1. The work to be undertaken generally involves, but is not necessarily limited to: **[insert brief description of work]** (the "Work") as set out on the list of drawings and specifications described as follows: **[County to insert particulars of drawings and specifications]**.
2. The proposal package can be obtained by contacting **[insert contact information]**.
3. **[Optional]** The County's consultant for the Project is **[County to insert contact information of consultant if applicable]**.
4. The successful Proponent shall achieve substantial performance of the Work for the Project by **[County to insert date]**.
5. Proposals cannot be withdrawn and must be irrevocable for a period of sixty (60) days after the RFP Closing Date **[or insert other number of days and ensure that it matches with Article 4.4 of the RFP]** in order to allow for the County to evaluate the various Proposals and to undertake the negotiations with the selected Proponents.
6. The County reserves the right to accept or reject any and all Proposals and to waive irregularities and informalities at its discretion.
7. All written inquiries regarding the technical aspects of the drawings and specifications for the Work shall be emailed to **[County to insert contact information]**, however the Proponent(s) acknowledge and agree that the County does not have an obligation to provide a response to any written inquiry and that it is in the sole and unfettered discretion of the County to provide any written response to a written inquiry. Telephone inquiries will not be replied to.
8. If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents. Such written response(s) will be issued in the form of an addendum to the Request for Proposals and will be deemed to be part of the Request for Proposals.

MACKENZIE COUNTY
REQUEST FOR PROPOSALS

Re: **[insert project/RFP description]**

REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO THE:

[County to insert brief description of the work] (the “Work”)

1.0 INTRODUCTION

1.1 Purpose of RFP

1.1.1 **Mackenzie County** (the “County”) seeks innovative proposals from interested parties for the following:

[County to insert brief description of the work]

(“the Work”).

1.1.2 If the County receives a proposal acceptable to it, the County will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the County, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

1.2 Submission of RFP

1.2.1 Proponents shall submit their Proposal in an envelope marked “Mackenzie County Request for Proposal for **[County to insert title of RFP]** (the “Proposal(s)”) on or before ___:00:00 p.m. (Mountain Standard Time) on **[County to insert date]** (the “RFP Closing Time”) to:

**Mackenzie County
4511 46 Avenue
Box 640
Fort Vermilion, Alberta
T0H 1N0
Attention: CAO or Designate**

The sealed envelope shall identify the Proponent’s name and address. No faxed or electronically submitted Proposals will be accepted by the County.

Due to the location of Mackenzie County, please allow for extra time for the Proposal to be couriered.

Proponents must submit **TWO** envelopes clearly marked as follows on or before the RFP Closing Time (or use the envelopes provided if the Proponent picked up a package from Mackenzie County):

Proponent's
 Company Name: _____
 Address: _____

Mackenzie County
Request for Proposals – [insert RFP title here]
ENVELOPE #1 MANDATORY SUBMISSION REQUIREMENTS

Mandatory Submission Requirements (In accordance with Article 4.1 of the RFP)	<input type="checkbox"/>
[insert other mandatory requirements/documents]	

Proponent's
 Company Name: _____
 Address: _____

Mackenzie County
Request for Proposals – [insert RFP title here]
ENVELOPE #2 PROPOSAL REQUIREMENTS

Schedule "B" Pricing Forms	<input type="checkbox"/>
Schedule "C" Experience	<input type="checkbox"/>
[insert other mandatory requirements/documents]	

Proponents must submit the required documents identified above in Envelope #1 and Envelope #2. Proponents that do not submit the required documents identified above in Envelope #1 will have their Envelope #2 returned unopened. Both envelopes must be placed inside a larger envelope clearly marked [County to insert description] and mailed/couriered together inside one large envelope.

1.2.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.

1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected Proposal(s) to be rejected outright by the County without further consideration.

1.2.4 Any inquiries respecting this RFP should be directed, in writing, to:

[County to insert contact person name]

1.2.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the County, may be communicated. The name and contact information is to be emailed to the County's designated contact person indicated in paragraph 1.2.4 above noted.

1.2.6 The County is under no obligation to respond to any inquiry submitted to it in respect of this RFP.

1.2.7 If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.

1.2.8 No inquiry submitted to the County will be responded to after **[County to insert date]**.

1.2.9 In the event of a dispute or issue about whether or not a Proposal complies with this RFP, the County reserves the right to retain and open a copy of the Proposal in question in order to seek and obtain a legal opinion in relation thereto. The opening of a Proposal does not in any way constitute an admission by the County as to the compliance, or not, of the subject Proposal.

1.3 **General Conditions Applicable to this RFP**

1.3.1 **Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the County.

1.3.2 **Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;

- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the County, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the County, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the County or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the County will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the County's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the County to negotiate with any Proponent for the Contract whom the County deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the County and acknowledges that the County may negotiate and contract with any Proponent it desires.

1.3.3 No Tender and no Contractual Relationship

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the County to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the County and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the County and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.4 **Discretion of County**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The County is not bound to accept any Proposal. At any time prior to execution of the Contract, the County may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The County reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 **Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the County.

1.6 Disqualification

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by County, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 Representations and Warranties

1.7.1 The County makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.

1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.

1.7.3 No implied obligation of any kind by, or on behalf of, the County shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the County, are and shall be the only representations and warranties that apply.

1.7.4 Information referenced in this RFP, or otherwise made available by the County or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the County, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the County any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

[County to insert details of the work required to be performed].

3.0 PROPOSAL REQUIREMENTS

The County reserves the right, but is not required, to reject any Proposal that does not include the requirements.

3.1 Description of the Proposal

3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.

- 3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. The County reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.
- 3.1.3 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.
- 3.1.4 Proposals shall include a list of previous work of a similar nature to the Work required by the County as set out in this RFP.
- 3.1.5 Prices for the Work shall be inserted by the Proponent in the pricing form attached hereto as **[Schedule "x"]** and the form shall be submitted by the Proponent at the time of the submission of its Proposal.
- 3.1.6 Experience shall be referred to specifically by referencing applicable projects and contracts as they are named in **[Schedule "x"]**.

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached hereto as **[Schedule "x"]**, must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 MANDATORY SUBMISSION REQUIREMENTS

4.1 Documents to be Submitted with the Proposal

At the time of the submission of its Proposal, the Proponent shall provide the following **[for example]**:

[ALL OPTIONAL]

- 4.1.1 Proof of Workers' Compensation account in good standing at the time of Proposal submission;
- 4.1.2 A copy of a valid and subsisting Certificate of Recognition ("C.O.R.") issued by the Alberta Construction Safety Association;
- 4.1.3 A copy of all licenses, certifications, qualification issued by the relevant authorities, which the Proponent requires in order to perform the Work contemplated by the RFP;
- 4.1.4 A copy of a valid Business License with Mackenzie County; and
- 4.1.5 A Consent of Surety for a Performance Bond and a Labor and Material Payment Bond each in the amount of 50% of the Proposal price.

4.2 Insurance to be Carried by Successful Proponent**[COUNTY TO CHECK WITH INSURANCE PROVIDER TO DETERMINE IF THE AMOUNTS AND TYPES OF INSURANCE ARE ADEQUATE]**

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

- 4.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least [**<CHOOSE: FIVE MILLION (\$5,000,000.00) DOLLARS> OR <INSERT OTHER AMOUNT>**] inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- 4.2.2 a comprehensive general liability insurance policy providing coverage of at least [**<CHOOSE: FIVE MILLION (\$5,000,000.00) DOLLARS> OR <INSERT OTHER AMOUNT>**] inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - 4.2.2.1 non-owned automobiles;
 - 4.2.2.2 independent subcontractors;
 - 4.2.2.3 contractual liability including this Agreement;
 - 4.2.2.4 broad form property damage endorsement;
 - 4.2.2.5 environmental liability; and
 - 4.2.2.6 products and completed operations coverage.

- 4.2.3 If applicable, Aircraft Liability Insurance covering bodily injury (including passenger hazard) and property damage with inclusive limits of not less than \$2,000,000.00 any one occurrence;
- 4.2.4 Contractors' Equipment Insurance on an "All risks" basis for replacement cost covering construction machinery and equipment used by the Construction Manager for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels.
- 4.2.5 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Alberta;
- 4.2.6 employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than [**<CHOOSE: FIVE MILLION (\$5,000,000.00) DOLLARS OR INSERT OTHER AMOUNT>**] per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and
- 4.2.7 such other insurance as the County may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the County and any other party designated by the County as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County. The Proponent shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

4.3 Evaluation

- 4.3.1 After the RFP Closing Time, the County will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.3.2 In evaluating the Proposals received, the County will consider all of the criteria listed below in Section 4.3.3, and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the County has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 4.3.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the County to award points in respect of the criteria noted below (the

“Evaluation Criteria”). The Evaluation Criteria and the maximum number of points for each criteria are as follows:

Evaluation Criteria	Mark (%)	Points available	Subtotal
[County to insert criteria]			
Total Points Available		100	

The County may select a Proponent with the lowest, or not necessarily the lowest, Price Per Point with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the proponent’s submission. Scoring will be consistently applied by the County’s evaluation team through the use of the specified scoring system noted below. Points will be awarded on a scale of 0 to 10 as noted below:

Score	Description
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

4.3.4 The County also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

4.3.5 At all times, the County reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

4.4 Period Open for Consideration

The Proposals received shall remain irrevocable for a period **[of ninety (90) days following the RFP Closing Time- or County insert number of days]** in order to allow for the County to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the County and the selected Proponent(s) is attached hereto as **[Schedule "x"]**. **[County to insert a copy of the draft contract]**

4.5 Information Disclosure and Confidentiality

All documents submitted to the County will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the County's custody or control. It also prohibits the County from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

4.6 Independent Determination

A Proposal will not be considered by the County if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

4.7 Documents

All documents submitted by a Proponent shall become the property of the County upon being presented, submitted, or forwarded to County. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of County upon their being presented, submitted or forwarded to County.

4.8 Use of Documents, Drawings and Ideas

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the County may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals

or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other County works. For clarity, the confidentiality obligations set out herein applicable to the County's use of information shall not interfere with the County's right to use concepts, ideas, suggestions and directions as herein described.

4.9 **Canadian Free Trade Agreement (“CFTA”) and The New West Partnership Trade Agreement (“NWPTA”)**

The provisions of the Canadian Free Trade Agreement (“CFTA”) and the New West Partnership Trade Agreement (“NWPTA”) apply to this RFP.

4.10 **Site Conditions**

The Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the site of the Work, including, but not limited to, the soil structure and topography of the site, and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

- 4.10.1 the nature of the Work;
- 4.10.2 the location and all conditions relating to the site of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
- 4.10.3 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
- 4.10.4 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
- 4.10.5 the magnitude of the construction required to execute and complete the Work.

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The County is not responsible for undertaking any investigations to assist the Proponent. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in a Proposal (the "Non-Proposal Information"), form no part of such Proposal. County and County's consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent's obligation to become familiar with the information described herein is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made

available or supplied in conjunction with the proposal process. Any technical reports so provided are for informational purposes only and neither the County nor the County's consultants accept or assume any responsibility for the contents or accuracy of such technical reports, and the Proponent agrees that the County, the County's consultants and their representatives shall not be liable in any way to the Proponent in respect of such technical reports.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the County, the County's consultants or any of their respective representatives.

4.11 Law and Forum of Proposal

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Landon Driedger, Agriculture Fieldman
Title:	Budget Amendment – Mackenzie County Irrigation Initiative/ Municipal Irrigation Data Collection

BACKGROUND / PROPOSAL:

Administration applied for grant funding under the Small Community Opportunity Program for the Mackenzie County Irrigation Initiative, and was successful in receiving 90% grant funding in the amount of \$87,132.60. (letter attached)

There was a \$30,000 One Time project for Irrigation District Feasibility Study with funding coming from the General Operating Reserve which was utilized for the 10% funding required by the County, and some additional expenses that may not be grant eligible.

Administration is requesting that the budget be amended to \$96,814 with \$87,133 coming from the approved grant, and the remaining \$9,681 from the General Operating Reserve.

Administration is requesting that the remaining \$20,319 be allocated to a separate One Time project that would be utilized for additional irrigation data collection that is not currently funded by the grant.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

\$87,132.60 – Alberta Agriculture and Irrigation Rural Economic Development Branch
 \$30,000 – General Operating Reserve

Author: J. Batt **Reviewed by:** L. Driedger **CAO:** D. Derksen

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the 2024 One Time Budget be amended for The Mackenzie County Irrigation Initiative, with \$87,132.60 funding coming from the Alberta Small Community Opportunity Program grant, and \$9,681.40 from the General Operating Budget.

Simple Majority Requires 2/3 Requires Unanimous

That the 2024 One Time Budget be amended to include Municipal Irrigation Data Collection, with \$20,319 from the General Operating Budget.

Author: J. Batt Reviewed by: L. Driedger CAO: D. Derksen



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Landon Driedger, Agricultural Fieldman
Title:	Soil Feasibility Study for Irrigable Lands Request for Proposals

BACKGROUND / PROPOSAL:

The Request for Proposals for the Soil Feasibility Study for Irrigable lands began advertising on September 3, 2024. The closing date for this RFP September 19, 2024 at 4:30 p.m.

This project is funded by the Small Community Opportunity Program and the scope is to conduct level 3 soil site assessments to determine whether land throughout Mackenzie County is irrigable and provide a detailed report with the findings.

Administration is requesting authorization to open the RFP's on September 20, 2024 in order to adequately review and score prior to awarding.

The RFP is attached for Councils review.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

Small Communities Opportunity Program grant funding.

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

Author: C. Sarapuk **Reviewed by:** _____ **CAO:** D. Derksen

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That administration be authorized to open and review the Soil Feasibility Study for Irrigable Lands Request for Proposals on September 20, 2024 and bring back a recommendation to the September 23, 2024 Regular Council Meeting for awarding.

Author: C. Sarapuk **Reviewed by:** _____ **CAO:** D. Derksen



Request for Proposals

Soil Feasibility Study
for Irrigable Lands

MACKENZIE COUNTY



**REQUEST FOR PROPOSALS (“RFP”) WITH RESPECT TO THE:
SOIL FEASIBILITY STUDY FOR IRRIGABLE LANDS
(the “Work”)**

INSTRUCTIONS TO PROPONENTS

1.0 INTRODUCTION

1.1 Purpose of RFP

- 1.1.1 **Mackenzie County** seeks proposals from interested parties for the following:

Soil Feasibility Study for Irrigable Lands

Proposals are to include a list of certifications, experience on similar projects and a general description as to how the Proponent will handle the County’s needs. It is the Proponent’s responsibility to identify any inability to meet the requirements specified in this RFP.

- 1.1.2 **Mackenzie County (the “County”)** is the sole and legal proponent for the Work contract.
- 1.1.3 If the County receives a proposal acceptable to it, the County will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the County, in its sole and unfettered discretion, may negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

1.2 Submission of RFP

- 1.2.1 Proponents shall submit their Proposal in an envelope marked “Request for Proposal for **Soil Feasibility Study for Irrigable Lands**” (the “Proposals”) on or before **4:30 p.m.** (Mountain Standard Time) on **September 19, 2024** (the “RFP Closing Time”) to:

**Mackenzie County
Attention: Landon Driedger, Agricultural Fieldman
P.O. Box 640, 4511-46 Avenue
Fort Vermilion, AB T0H 1N0**

No faxed or electronically submitted Proposals will be accepted by the County.

- 1.2.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.
- 1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the County without further consideration.

1.2.4 Any inquiries respecting this RFP should be directed to:

Landon Driedger, Agricultural Fieldman
ldriedger@mackenziecounty.com
 (780) 927-3718

1.2.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the County, may be communicated. The name and contact information is to be communicated to the County's designated contact person indicated in paragraph 1.2.4 above noted.

1.2.6 The County is under no obligation to respond to any inquiry submitted to it in respect of this RFP.

1.2.7 If the County, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.

1.3 **General Conditions Applicable to this RFP**

1.3.1 **Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which a contract engagement will be entered into the Contract will be entered with the County.

1.3.2 **Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;

1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;

1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;

1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;

- 1.3.2.5 to hold harmless the County, its elected officials, officers, employees, agents, advisors or partnering entities in this undertaking, and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the County, its elected officials, officers, employees, insurers, agents, advisors, and partnering entities in this undertaking on grounds that any information, whether obtained from the County or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the County will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the County's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the County to negotiate with any Proponent for the Contract whom the County deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the County and acknowledges that the County may negotiate and contract with any Proponent it desires.

1.3.3 **No Tender and no Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the County to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the County and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the County and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.4 **Discretion of the County**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The

County is not bound to accept any Proposal. At any time prior to execution of the Contract, the County may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The County reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 **Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the County.

1.6 **Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by the County, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 **Representations and Warranties**

- 1.7.1 The County makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the County shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the County, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the County or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the County, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the County any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

Please refer to Schedule “A”.

3.0 PROPOSAL REQUIREMENTS

The County reserves the right, but is not required, to reject any Proposal that does not include the requirements.

3.1 Description of the Proposal

- 3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. Mackenzie County reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.
- 3.1.3 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.

- 3.1.4 Proposals shall include a list of previous work of a similar nature to the Work required by the County as set out in this RFP.
- 3.1.5 Prices for the Work shall be inserted by the Proponent in the form attached hereto as **Schedule “B”** and the form shall be submitted by the Proponent at the time of the submission of its Proposal.

3.2 **Execution of the Proposal**

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as **Schedule “B”**, must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 **MANDATORY SUBMISSION REQUIREMENTS**

4.1 **Documents to be Submitted with the Proposal**

At the time of the submission of its Proposal, the Proponent shall provide the following documents in a separate clearly marked ENVELOPE 1. If the proponents fail to include all mandatory documents listed in section 4.1.1, 4.1.2, and 4.1.3, in said envelope, the proposal will be not accepted.

Schedule B - Pricing Form shall be included in separate envelope Clearly marked Envelope 2.

- 4.1.1 Proponent's resumes including 3 years' experience with references and projects (if any) pertaining to irrigation carried out in Mackenzie County.
- 4.1.2 Proof of Proponent's Workers Compensation account in good standing at the time of Proposal submission;

4.1.3 Proof of valid COR or SECOR.

4.2 Insurance to be carried by Successful Proponent

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

- 4.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least **TWO MILLION (\$2,000,000.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- 4.2.2 a comprehensive general liability insurance policy providing coverage of at least **TWO MILLION (\$2,000,000.00) DOLLARS** inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - 4.2.2.1 non-owned automobiles;
 - 4.2.2.2 independent subcontractors;
 - 4.2.2.3 contractual liability including this Agreement.
- 4.2.3 Proponent's Compensation coverage for all employees, if any, engaged by the Work in accordance with the laws of the Province of Alberta;
- 4.2.4 Employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than **TWO MILLION (\$2,000,000.00) DOLLARS** per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and
- 4.2.5 such other insurance as the County may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the County and any other party designated by the County as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County. The Proponent shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

5.0 EVALUATION

- 5.0 After the RFP Closing Time, the County will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 5.1 In evaluating the Proposals received, the County will consider all of the criteria listed below in Section 5.2, and the County will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the County has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 5.2 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the County to award points in respect of the criteria noted below (the "Evaluation Criteria"). Proposals will be evaluated based on the following criteria:

Evaluation Criteria	Weight	Points	Score
Project Team/ Expertise in Irrigation	30		
Knowledge of Region	30		
Proposal Cost	40		
TOTAL	100%		

The County may select a Proponent with the highest, or not necessarily the highest, Points with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the proponent's submission. Scoring will be consistently applied by the County's evaluation team through the use of the specified scoring system noted below.

Points will be awarded on a scale of 0 to 10 as noted below:

Score	Description
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas

5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

5.3 The County also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

5.4 At all times, the County reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

6.0 OTHER

6.1 Period Open for Consideration

The Proposals received shall remain irrevocable for a period of sixty (60) days following the RFP Closing Date in order to allow for the County to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

6.2 Information Disclosure and Confidentiality

All documents submitted to the County will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in the County's custody or control. It also prohibits the County from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the County cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

6.3 Independent Determination

A Proposal will not be considered by the County if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

6.4 Documents

All documents submitted by a Proponent shall become the property of the County upon being presented, submitted, or forwarded to the County. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of the County upon their being presented, submitted or forwarded to the County.

6.5 Agreement on Internal Trade and New West Partnership Trade Agreement

The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, (“AIT”) and the New West Partnership Trade Agreement (“NWPTA”) apply to this Proposal.

6.6 Other Conditions

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The County is not responsible for undertaking any investigations to assist the Proponent.

6.7 Law and Forum of Proposal

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.

Schedule “A”

**Request for Proposals
Mackenzie County – Soil Feasibility
Study for Irrigable Lands**

PROJECT OVERVIEW

AND

DESCRIPTION OF WORK

Irrigation soil feasibility study, Level 3 Site Assessments, evaluating the potential for implementing efficient and sustainable irrigation systems for approximately 75 quarter sections throughout Mackenzie County. Focusing on Townships that have little to no prior irrigation study history. These studies will be done on arable, private land with the land owners' consent. If the approved land owner would prefer a Level 2 Site Assessment, the cost would be subsidized to the amount awarded per quarter by this contract. Each study report will be sent to the land owner and the information from these individual studies be compiled and used for the Mackenzie County Soil Feasibility Study for Irrigable Lands.

Level 3 Site Assessment per quarter section

Shall include but not limited to;

1. Purpose

This level may be used for:

- a) Feasibility studies for irrigation development in new areas.
- b) Studies for conveyance systems improvement and rehabilitation.
- c) Planning for irrigation expansion and canal extension.

2. Bases of Investigation

- a) Existing information: previous land classification, soil survey reports, surficial geology maps, bedrock geology maps, and groundwater level records.
- b) Aerial photograph interpretation.
- c) Soil profile morphology and site description.
- d) Ground truthing.

3. Inspection Density

Investigation density is 3 soil investigation sites per 160 ac, including at least one inspection and sampling site to a depth of 2 m per 160 ac. Deep drilling inspection to 3 m is at least one site per 640 ac of land. In case of shallow, sloping, or contorted bedrock and/or shallow subsurface water table (3 m or less), more sites are usually inspected to satisfy the investigation. Boundaries are checked in the field at intervals but mainly extrapolated from aerial photographs.

4. Map and Report Information

- a) Scale of Maps: 1:10,000 to 1:40,000 (usually 1:20,000)
- b) Area of Mapping: 5 to 10 ac for soil units and 40 ac for topographic units.
- c) Map and Report: The map shall show the following information:
- d) Physical land features; e.g. water bodies, rock exposures, sloughs, etc.
- e) Cultural land features; e.g. roads, canals, urban areas. Temporary or movable objects are not considered.
- f) Land classification units identified by boundaries and described accordingly.
- g) Land irrigability classification expression.

- (h) Number of acres in different irrigability classes (as required).

Mackenzie County Soil Feasibility Study for Irrigable Lands

Shall include but not limited to;

- a) Introduction
- b) Project Information
- c) Study Area
- d) Methodology
- e) Desktop Assessment
- f) Irrigation Suitability Assessment
- g) Existing Conditions
- h) Field Assessment Results
- i) Soils
- j) Topography
- k) Conclusion

Timeline

- a) Commencement date: upon signing of contract
- b) Soil test Completion date: October 31, 2025
- c) Mackenzie County Soil Feasibility Report completion date: December 20, 2025

References

<https://open.alberta.ca/dataset/6797ed7b-25db-41ab-9b21-bc70e023973a/resource/1faccdb2-8209-412e-b976-f47969cf2e30/download/2012-agriculturalfeasibilityreports-guideline.pdf>

Schedule “B”

**Request for Proposals
Mackenzie County – Soil Feasibility
Study for Irrigable Lands**

PRICING FORM

PRICING FORM

**REQUEST FOR PROPOSALS:
MACKENZIE COUNTY – SOIL FEASIBILITY STUDY FOR IRRIGABLE LANDS**

We, _____
(Company)

of _____
(Business Address)

having examined the RFP Documents as issued by: Mackenzie County (the “County”), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the RFP Documents for the RFP Sum as follows:

\$ _____ / quarter section

\$ _____ for documentation and report summary

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the RFP Documents.

Appendices to RFP Pricing Form:

Please append the mandatory information as specified on Section 4 of RFP.

The information required by the Instructions to Proponents is provided in the attached Appendices and forms an integral part of this RFP.

Declarations:

We hereby acknowledge and declare that:

- (a) we propose to perform the Work as set out in our Proposal;
- (b) no person, firm or corporation other than the undersigned has any interest in this RFP or in the proposed Work for which this RFP is made;
- (c) we hereby acknowledge and confirm that County has the right to accept any Proposal or to reject any or all Proposals in accordance with the Instructions to Proponents;
- (d) this RFP is open to acceptance for a period of sixty (60) days from the date of RFP Closing.

Signatures:

Signed and submitted for and on behalf of:

Company: _____
(Name)

(Street Address or Postal Box Number)

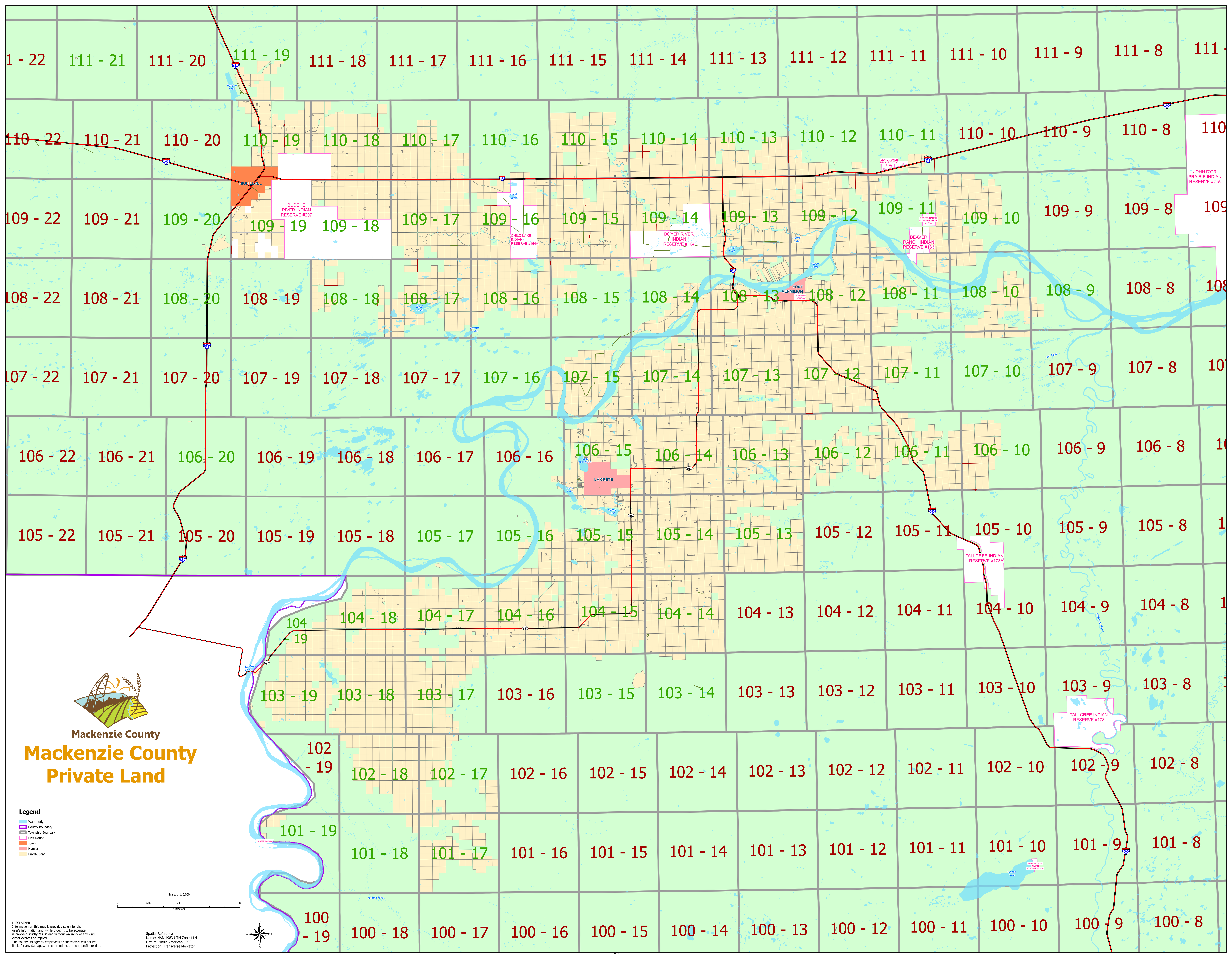
(City, Province & Postal Code)

Signature: _____

Name & Title: _____
(Please Print or Type)

Witness: _____

Dated at _____ this _____ day of _____, 20____

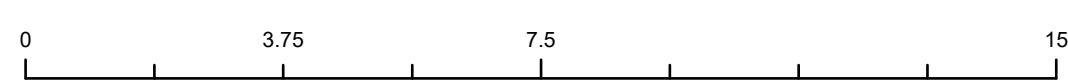


Mackenzie County
**Mackenzie County
 Private Land**

Legend

- Waterbody
- County Boundary
- Township Boundary
- First Nation
- Town
- Hamlet
- Private Land

Scale: 1:110,000



Spatial Reference
 Name: NAD 1983 UTM Zone 11N
 Datum: North American 1983
 Projection: Transverse Mercator

DISCLAIMER
 Information on this map is provided solely for the user's information and, while thought to be accurate, is provided strictly "as is" and without warranty of any kind, either express or implied.
 The County, its agents, employees or contractors will not be liable for any damages, direct or indirect, or loss, profits or data.



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Don Roberts, Director of Community Services
Title:	Forest Resource Improvement Association of Alberta (FRIAA) Grant Funding

BACKGROUND / PROPOSAL:

Administration was made aware of two different grant funding programs that are being administered by FRIAA

1. Community Fireguard Program RFP – August 2024 Phase 2 Construction
Closing September 13, 2024
2. FRIAA FireSmart RFP – (Non Vegetation Management Disciplines) June 2024
Closing September 16, 2024

Community Fireguard Program - Phase 2 Construction

The original grant for the Community Fireguard Program was divided into 3 different phases;

- Phase 1 - Project Planning
- Phase 2 - Land Clearing
- Phase 3 - Grazing Site Preparation

Mackenzie County received grant funding for phase 1 aimed at the area west of La Crete.. Due to proposed lands being designated Crown, the consultation and application for a land disposition is required. This involved discussions with Provincial Land Management and the physical application process that will require engaging an agrologist, producing land surveys, First Nation Consultation and the production of a final agreement.

Author: D. Roberts **Reviewed by:** _____ **CAO:** _____

The issue is Provincial Land Management do not have a disposition for this type of usage Fireguard / Grazing and as such no application can be submitted.

FRIAA announced the first intake of Request for Proposals (RFP) for the Community Fireguard Program, for Phase 2: Construction. FRIAA stated the first request for proposals is aimed at communities who have substantially completed the Phase 1 Planning and are ready to begin clearing and construction in the early fall.

FRIAA FireSmart RFP – (Non Vegetation Management Disciplines)

FireSmart comprises of seven disciplines: Education, Vegetation Management, Legislation and Planning, Development Considerations, Interagency Cooperation, Cross-training Emergency Planning.

During Mackenzie County’s Emergency Management Committee meeting it was requested that a Fire Sprinkler Plan and a Shelter in Place plan be developed for Zama City. Administration has reached out to contractors and local Urban Wildland Interface leads to produce these plans.

OPTIONS & BENEFITS:

Option 1

Pass a resolution supporting the submission of a full FRIAA grant funding.

Option 2

Receive for information

COSTS & SOURCE OF FUNDING:

Grant Funding Requested –

Community Fireguard Program RFP –Phase 2 Construction
\$1,276,360

FRIAA FireSmart RFP – (Non-Vegetation Management Disciplines)
\$20,000

If grant funding is approved, a 2025 budget One Time Project would be required.

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

Author: D. Roberts Reviewed by: _____ CAO: D. Derksen

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

Motion 1

That Council supports the submission of the Forest Resource Improvement Association of Alberta (FRIAA) grant funding proposal for Mackenzie County Community Fireguard Program – Phase 2 Construction

Motion 2

That Council supports the submission of the Forest Resource Improvement Association of Alberta (FRIAA) grant funding proposal for Mackenzie County FRIAA FireSmart – (Non-Vegetation Management Disciplines) for the development of a Zama City Sprinkler Plan and Shelter in Place Plan.

Author: D. Roberts **Reviewed by:** _____ **CAO:** D. Derksen

1.1. DETAILED PROJECT BUDGET - LA CRETE WEST FIREGUARD/GRAZING

Activity Type	Description	Unit Quantity	Unit Type	Unit Price	Total
Project Expenses					
Phase 1	Project Planning				
	Project management (contract)				
	planning/mapping				
	permitting/regulatory				
	Ground truthing				
	land survey				
	directed stakeholder communication/consultation				
	Open house / advertising				
	FRIAA reporting & deliverables				
FRIAA Requested funding Sub-total					
Merchantable Timber	Expected revenue from sale of timber or biomass (revenue returned to project budget)				
In-kind Services					
	Project Manager – in-house (Don Roberts)				
	Project Personnel #1				
	Project Personnel #2				
	planning/mapping				
	permitting/regulatory				
	directed stakeholder communication/consultation				
	FRIAA reporting & deliverables				
Sub-total					
Non-FRIAA Funding	Applicant contribution				
Total Project Budget	***Funding was Approved***				\$ 49,900

La Crete West					
Phase 2	Land Clearing				
	Project management (Contract)				
	Boundary layout				
	vegetation removal (harvesting)				
	vegetation removal (cut & pile)				
	Debris disposal (UTV & igniter)				
	debris disposal (Hoe & Rake)				
	safety				
	FRIAA reporting & deliverables				
Sub Total					\$1,276,360
Phase 3	Grazing Site Preparation				
	Project management (contract)				
	seeding				
	Tilling/mulching				
	Debris disposal (UTV & igniter)				
	water dugout				
	livestock staging area				
	Cattle scale				
	Mobile squeeze and tub				
	access / approaches				
	fencing materials				
	Fencing/gate installation				
	gates				
	Cattle guard				
	approved seed mix				
	safety				
	FRIAA reporting & deliverables				
Sub Total					\$1,833,565
FRIAA Requested funding Sub-total					\$3,159,825



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Don Roberts, Director of Community Services
Title:	Revise Bylaw 956-14 and Bylaw 1196-20 and Bylaw 924-13

BACKGROUND / PROPOSAL:

During the last RCMP delegation, the topic of Off Highway Vehicles Bylaws in La Crete and Fort Vermilion were discussed. The Fort Vermilion Detachment Commander made the observation that wording in both bylaws under section 6, should mirror each other and that both by-laws be revised and clearly state that the OHV is seized by a Peace Officer and impounded.

Council Motion 24-08-590

That Bylaw 0956-14 Off Highway Vehicles Bylaw for La Crete and Bylaw 1196-20 Off Highway Vehicles Bylaw for Fort Vermilion be brought back to a future Regular Council Meeting.

Although Council's motion focuses on the OHV bylaws for Fort Vermilion and La Crete, administration brings the OHV Bylaw for Zama forward for Council's consideration.

All three bylaws would read;

SECTION 6 SEIZURE OF OFF-HIGHWAY VEHICLE

- a) A Peace Officer who, on reasonable and probable grounds, believes that an offense under the provisions of this Bylaw has been committed may seize and impound an off-highway vehicle for a minimum of 30 days on their first offence and a minimum 60 days on their second and subsequent offenses.

OPTIONS & BENEFITS:

Option 1

Pass all three readings to revised Bylaw 956-14, Bylaw 1196-20 and Bylaw 924-13.

Author: D. Roberts **Reviewed by:** _____ **CAO:** D. Derksen

COSTS & SOURCE OF FUNDING:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

Social Media
Communicate with RCMP

POLICY REFERENCES:

MGA
(Div 7 Para 63)

Revising bylaws

(2) A bylaw under this section may

(g) make changes, without materially affecting the bylaw in principle or substance,

(i) to correct clerical, technical, grammatical or typographical errors in a bylaw,

(ii) to bring out more clearly what is considered to be the meaning of a bylaw, or

(iii) to improve the expression of the law.

Bylaw 956-14 Off-Highway Vehicles Bylaw for the Hamlet of La Crete
Bylaw 1196-20 Off-Highway Vehicles Bylaw for the Hamlet of Fort Vermilion
Bylaw 924-13 Off-Highway Vehicles Bylaw for the Hamlet of Zama

RECOMMENDED ACTION:

Revised Bylaw 0956-14 Off-Highway Vehicles Bylaw for the Hamlet of La Crete

Motion 1

Simple Majority Requires 2/3 Requires Unanimous

That first reading be given to Revised Bylaw 956-14 Off-Highway Vehicles Bylaw for the Hamlet of La Crete

Author: D. Roberts **Reviewed by:** _____ **CAO:** D. Derksen

Motion 2

Simple Majority Requires 2/3 Requires Unanimous

That second reading be given to Revised Bylaw 956-14 Off-Highway Vehicles Bylaw for the Hamlet of La Crete

Motion 3

Simple Majority Requires 2/3 Requires Unanimous

That consideration be given to go to third and final reading of Revised Bylaw 956-14 Off-Highway Vehicles Bylaw for the Hamlet of La Crete

Motion 4

Simple Majority Requires 2/3 Requires Unanimous

That third and final reading be given to Revised Bylaw 956-14 Off-Highway Vehicles Bylaw for the Hamlet of La Crete

Revised Bylaw 1196-20 Off-Highway Vehicles Bylaw for the Hamlet of Fort Vermilion

Motion 1

Simple Majority Requires 2/3 Requires Unanimous

That first reading be given to Revised Bylaw 1196-20 Off-Highway Vehicles Bylaw for the Hamlet of Fort Vermilion

Motion 2

Simple Majority Requires 2/3 Requires Unanimous

That second reading be given to Revised Bylaw 1196-20 Off-Highway Vehicles Bylaw for the Hamlet of Fort Vermilion

Motion 3

Simple Majority Requires 2/3 Requires Unanimous

That consideration be given to go to third and final reading of Revised Bylaw 1196-20 Off-Highway Vehicles Bylaw for the Hamlet of Fort Vermilion

Author: D. Roberts **Reviewed by:** _____ **CAO:** D. Derksen

Motion 4

Simple Majority Requires 2/3 Requires Unanimous

That third and final reading be given to Revised Bylaw 1196-20 Off-Highway Vehicles Bylaw for the Hamlet of Fort Vermilion

Revised Bylaw 924-13 Off-Highway Vehicles Bylaw for the Hamlet of Zama

Motion 1

Simple Majority Requires 2/3 Requires Unanimous

That first reading be given to Revised Bylaw 924-13 Off-Highway Vehicles Bylaw for the Hamlet of Zama

Motion 2

Simple Majority Requires 2/3 Requires Unanimous

That second reading be given to Revised Bylaw 924-13 Off-Highway Vehicles Bylaw for the Hamlet of Zama

Motion 3

Simple Majority Requires 2/3 Requires Unanimous

That consideration be given to go to third and final reading of Revised Bylaw 924-13 Off-Highway Vehicles Bylaw for the Hamlet of Zama

Motion 4

Simple Majority Requires 2/3 Requires Unanimous

That third and final reading be given to Revised Bylaw 924-13 Off-Highway Vehicles Bylaw for the Hamlet of Zama

Author: D. Roberts Reviewed by: _____ CAO: D. Derksen

REVISED BYLAW NO. 956-14

**BEING A BYLAW OF THE
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA**

**TO REGULATE THE CONTROL, USE AND OPERATION OF OFF-HIGHWAY
VEHICLES WITHIN THE HAMLET OF LA CRETE**

WHEREAS the Traffic Safety Act, being Chapter T-6, and the Municipal Government Act, being Chapter M-26, both of the Statutes of Alberta as amended, provides that a Municipal Council may enact a Bylaw respecting the safety, health and welfare of people and the protection of people and property; and to regulate the control, use and operation of off-highway vehicles;

AND WHEREAS it is deemed expedient by the Council of Mackenzie County to pass a Bylaw to regulate the operation of off-highway vehicles within the Municipality;

NOW THEREFORE the Council of Mackenzie County, in the Province of Alberta, in regular session, duly assembled, enacts as follows:

SECTION 1 NAME OF BYLAW

This Bylaw may be cited as the “Off-Highway Vehicles Bylaw for the Hamlet of La Crete”.

SECTION 2 INTERPRETATION

Where there is a conflict between this Bylaw and any other Bylaw pertaining to noise abatement in the Municipality, the provisions of this Bylaw shall apply.

SECTION 3 DEFINITIONS

In this Bylaw:

- a) “Alley” for the purpose of speed control means a utility laneway intended chiefly to provide utility companies and residents with access to their utilities, rear of buildings, and parcels of land, but not for primary access;
- b) “Council” means the Mackenzie County Council, duly assembled and acting as such;

- c) “Designated Trails” means trails, and areas designated by Council as such, and identified in this Bylaw;
- d) “Hamlet” means the area contained within the boundaries of the Hamlets of La Crete in the Province of Alberta;
- e) “Helmet” means a rigid safety helmet with chin strap attached which has been CSA approved for off-highway use;
- f) “Highway” means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, square bridge, causeway, trestleway, or other place, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of vehicles, and includes:
 - (i) sidewalks (including the boulevard portion of a sidewalk),
 - (ii) if a ditch lies adjacent to and parallel with the roadway, the ditch, and
 - (iii) if a highway right-of-way is contained between fences or between a fence and one side of the roadway, all the land between the fences, or all the land between the fence and the edge of the roadway, as the case may be:
- g) “Municipality” means the area contained within the boundaries of Mackenzie County;
- h) “Off-highway vehicle” means any motorized vehicle designated for cross-country travel on land, water, snow, ice, marsh or swamp land or on other natural terrain and, without limiting the generality of the foregoing, includes, when designed for such travel:
 - (i) 4-wheel drive or low pressure tire vehicles,
 - (ii) motor cycles and related 2-wheel vehicles,
 - (iii) amphibious machines,
 - (iv) all terrain vehicles,
 - (v) miniature motor vehicles,
 - (vi) snow vehicles,
 - (vii) mini-bikes, and
 - (viii) any other means of transportation which is propelled by any power other than muscular power or wind,

but does not include

- (ix) motor boats, or
 - (x) any other vehicle exempted from all of the provisions of the Traffic Safety Act by the regulations;
- i) “Operator” means a person who drives or is on actual physical control of a vehicle;
 - j) “Owner” means a person who owns, rents or has the exclusive use of that vehicle under a lease or for any period;
 - k) “Peace Officer” means a member of the Royal Canadian Mounted Police, a Bylaw Enforcement Officer, or a Special Constable appointed pursuant to the provisions of the Police Act of Alberta;
 - l) “Residential Area” means an area within the boundaries of a Hamlet that is zoned for residential use pursuant to the Municipality’s current Land Use Bylaw;
 - m) “Roadway” means that part of a highway intended for use by vehicular traffic;
 - n) “Street furniture” means every curb, sidewalk, pole, traffic sign, waste receptacle, tree, plant, grass, or any other property belonging to the Municipality that is capable of being marked, defaced or damaged in any way;
 - o) “Summer” means April 1st – October 15th

Save as herein otherwise provided, the terms and expressions in this Bylaw have the same meaning as in the Traffic Safety Act, the Interpretation Act, and the Municipal Government Act respectively.

SECTION 4 **OPERATION OF OFF-HIGHWAY VEHICLES**

- a) No person shall operate an off-highway vehicle within the municipal boundaries of the Hamlet, except that
 - i) an operator of an off-highway vehicle is authorized to operate an off-highway vehicle within provincial legislation on any alley or roadway to transport the off-highway vehicle by the most direct and shortest route of travel, from a residence to exit and to enter a Hamlet; or

- ii) the use is within the areas of a Hamlet zoned for Hamlet General pursuant to the Municipal Land Use Bylaw; or
 - iii) The Chief Administrative Officer may, upon application from an association or society registered under the Societies Act whose mandate involves the operation of off-highway vehicles, approve the use of off-highway vehicles within the boundaries of the Hamlet for a specific period of time as a special event.
- b) No person shall operate an off-highway vehicle on any portion of a:
- i) Recreation area,
 - ii) School ground,
 - iii) Park area,
 - iv) Developed or landscaped area,
 - v) Municipal airport including runway, airstrip, apron or other portion of the airport used for the movement of aircraft, or
 - vi) Private property without permission of the owner or occupant of such property, within the municipal boundaries of the Hamlet
 - vii) Landscaped road right of way in the summer months, unless it is designated as a trail in this bylaw.
- c) No person shall operate an off-highway vehicle anywhere within the municipal boundaries of the Hamlet between the hours of eleven (11) o'clock in the evening (p.m.) and seven (7) o'clock of the next forenoon (a.m.).
- d) No person shall operate an off-highway vehicle within the boundaries of the Hamlet in excess of:
- i) Twenty (20) kilometers per hour (12.4 miles per hour) on any alley, and

- ii) Thirty (30) kilometers per hour (18.6 miles per hour) on all highways within the boundaries of the Hamlet except an alley.
- e) No person shall operate an off highway vehicle within the La Crete Hamlet when there is;
 - i) No certificate of registration to the off highway vehicle,
 - ii) The license plate is not properly affixed to the vehicle.
- f) No person shall in any way damage any street furniture on any highway or public place.
- g) The operator of, and passengers being carried or towed by, an off-highway vehicle within the Hamlet shall at all times wear a protection helmet, which has been CSA approved, when the off-highway vehicle is in motion.
- h) No person shall operate an off-highway vehicle in a manner that creates unnecessary noise.
- i) All off-highway vehicles must come to a complete stop before crossing a highway.
- j) All off-highway vehicles must adhere to all provincial and federal legislation.

SECTION 5 ENFORCEMENT PROVISIONS

- a) A person who contravenes any provision of this Bylaw is guilty of an offense.
 - i) The owner of an off-highway vehicle that is involved in a contravention of this Bylaw is guilty of any offense unless he or she proves to the satisfaction of the Judge that at the time of the offense the off-highway vehicle was not being driven or was not parked or left by him or any other person with his consent, express or implied.
 - ii) Notwithstanding sub-section b), if the owner was not driving the off-highway vehicle at the time the offense was committed, he is not in any event liable to imprisonment.

- b) A person who is guilty of an offense under Section 4 Subsection e), of this Bylaw is guilty of an offense and is liable on summary conviction to a fine of not less than one thousand (\$1,000.00) dollars plus reparations and in default of payment to imprisonment for a term not exceeding six (6) months.
- c) Except as otherwise provided in this Bylaw, a person who is guilty of an offense under this Bylaw for which a penalty is not otherwise provided is liable:
- d) For a first offense to a fine amount as stated in the Mackenzie County Fee Schedule Bylaw and in default of payment to imprisonment for a term of not more than thirty (30) days, and
- e) For a second or subsequent offense, to a fine amount as stated in the Mackenzie County Fee Schedule Bylaw and in default of payment to imprisonment for a term of not more than sixty (60) days.
- f) Nothing in Section 5, shall:
 - i) Prevent a person from exercising his right to defend any charge of contravening any provisions of this Bylaw, or
 - ii) Prevent a Peace Officer from laying an information or complaint in lieu of serving a voluntary payment ticket.
- g) Where a Peace Officer believes that a person has contravened any provisions of this Bylaw, he may serve upon such a person a voluntary violation ticket allowing payment of the penalty specified in this Bylaw and such payment shall be accepted by the Municipality in lieu of the offense.

SECTION 6 SEIZURE OF OFF-HIGHWAY VEHICLE

- a) A Peace Officer who, on reasonable and probable grounds, believes that an offense under the provisions of this Bylaw has been committed may seize and impound an off-highway vehicle for a minimum of 30 days on their first offence and a minimum 60 days on their second and subsequent offenses ~~will result in a minimum 30 day Off-highway-vehicle seizure on their first offence and a minimum 60 day seizure on their second and subsequent offenses..~~
- b)

SECTION 7 REPEAL

- a) This Bylaw shall replace Bylaw 923-13.

The provisions of this Bylaw shall become into full force and effect upon receiving third and final reading.

READ a first time this 10th day of September, 2024.

READ a second time this 10th day of September, 2024.

READ a third time and finally passed this 10th day of September, 2024.

Josh Knelsen
Reeve

Darrell Derksen
Chief Administrative Officer

REVISED BYLAW NO. 1196-20

**BEING A BYLAW OF THE
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA**

**TO REGULATE THE CONTROL, USE AND OPERATION OF OFF-HIGHWAY
VEHICLES WITHIN THE HAMLET OF FORT VERMILION**

WHEREAS the Traffic Safety Act, being Chapter T-6, and the Municipal Government Act, being Chapter M-26, both of the Statutes of Alberta as amended, provides that a Municipal Council may enact a Bylaw respecting the safety, health and welfare of people and the protection of people and property; and to regulate the control, use and operation of off-highway vehicles;

AND WHEREAS it is deemed expedient by the Council of Mackenzie County to pass a Bylaw to regulate the operation of off-highway vehicles within the Municipality;

NOW THEREFORE the Council of Mackenzie County, in the Province of Alberta, in regular session, duly assembled, enacts as follows:

SECTION 1 NAME OF BYLAW

This Bylaw may be cited as the “Off-Highway Vehicles Bylaw for the Hamlet of Fort Vermilion”.

SECTION 2 INTERPRETATION

Where there is a conflict between this Bylaw and any other Bylaw pertaining to noise abatement in the Municipality, the provisions of this Bylaw shall apply.

SECTION 3 DEFINITIONS

In this Bylaw:

- a) “Alley” for the purpose of speed control means a utility laneway intended chiefly to provide utility companies and residents with access to their utilities, rear of buildings, and parcels of land, but not for primary access;
- b) “Council” means the Mackenzie County Council, duly assembled and acting as such;

- c) “Designated Trails” means trails, and areas designated by Council as such, and identified in this Bylaw;
- d) “Hamlet” means the area contained within the boundaries of the Hamlets of Fort Vermilion in the Province of Alberta;
- e) “Helmet” means a rigid safety helmet with chin strap attached which has been CSA approved for off-highway use;
- f) “Highway” means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, square bridge, causeway, trestleway, or other place, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of vehicles, and includes:
 - (i) sidewalks (including the boulevard portion of a sidewalk),
 - (ii) if a ditch lies adjacent to and parallel with the roadway, the ditch, and
 - (iii) if a highway right-of-way is contained between fences or between a fence and one side of the roadway, all the land between the fences, or all the land between the fence and the edge of the roadway, as the case may be:
- g) “Municipality” means the area contained within the boundaries of Mackenzie County;
- h) “Off-highway vehicle” means any motorized vehicle designated for cross-country travel on land, water, snow, ice, marsh or swamp land or on other natural terrain and, without limiting the generality of the foregoing, includes, when designed for such travel:
 - (i) 4-wheel drive or low pressure tire vehicles,
 - (ii) motor cycles and related 2-wheel vehicles,
 - (iii) amphibious machines,
 - (iv) all terrain vehicles,
 - (v) miniature motor vehicles,
 - (vi) snow vehicles,
 - (vii) mini-bikes, and
 - (viii) any other means of transportation which is propelled by any power other than muscular power or wind,

but does not include

- (ix) motor boats, or
 - (x) any other vehicle exempted from all of the provisions of the Traffic Safety Act by the regulations;
- i) “Operator” means a person who drives or is on actual physical control of a vehicle;
 - j) “Owner” means a person who owns, rents or has the exclusive use of that vehicle under a lease or for any period;
 - k) “Peace Officer” means a member of the Royal Canadian Mounted Police, a Bylaw Enforcement Officer, or a Special Constable appointed pursuant to the provisions of the Police Act of Alberta;
 - l) “Residential Area” means an area within the boundaries of a Hamlet that is zoned for residential use pursuant to the Municipality’s current Land Use Bylaw;
 - m) “Roadway” means that part of a highway intended for use by vehicular traffic;
 - n) “Street furniture” means every curb, sidewalk, pole, traffic sign, waste receptacle, tree, plant, grass, or any other property belonging to the Municipality that is capable of being marked, defaced or damaged in any way;
 - o) “Summer” means that ground cover is clear of snow.

Save as herein otherwise provided, the terms and expressions in this Bylaw have the same meaning as in the Traffic Safety Act, the Interpretation Act, and the Municipal Government Act respectively.

SECTION 4 **OPERATION OF OFF-HIGHWAY VEHICLES**

- a) No person shall operate an off-highway vehicle within the municipal boundaries of the Hamlet, except that
 - i) the operator of an off-highway vehicle is authorized to operate an off-highway vehicle on an alley, roadway or trail for the purpose of traveling from one place to another within the boundaries of the Hamlet.

- ii) Operators shall use off-highway vehicles within the Hamlet as a mode of transportation and not recreational use.
 - iii) Operators may use off-highway vehicles to perform task/chore like activities such as hauling garbage, plowing snow, and hauling lawn equipment between residences.
 - iv) the use is within the areas of a Hamlet zoned for Hamlet General pursuant to the Municipal Land Use Bylaw; or
 - v) The Chief Administrative Officer may, upon application from an association or society registered under the Societies Act whose mandate involves the operation of off-highway vehicles, approve the use of off-highway vehicles within the boundaries of the Hamlet for a specific period of time as a special event.
- b) No person shall operate an off-highway vehicle on any portion of a:
- i) Recreation area,
 - ii) School ground,
 - iii) Park area,
 - iv) Developed or landscaped area,
 - v) Municipal airport including runway, airstrip, apron or other portion of the airport used for the movement of aircraft, or
 - vi) Private property without permission of the owner or occupant of such property, within the municipal boundaries of the Hamlet
 - vii) Landscaped road right of way in the summer months, unless it is designated as a trail in this bylaw.
- c) No person shall operate an off-highway vehicle anywhere within the municipal boundaries of the Hamlet between the hours of eleven (11) o'clock in the evening (p.m.) and seven (7) o'clock of the next forenoon (a.m.).

- d) No person shall operate an off-highway vehicle within the boundaries of the Hamlet in excess of:
 - i) Twenty (20) kilometers per hour (12.4 miles per hour) on any alley, and
 - ii) Thirty (30) kilometers per hour (18.6 miles per hour) on all highways within the boundaries of the Hamlet except an alley.
- e) No person shall operate an off highway vehicle within the Fort Vermilion Hamlet when there is;
 - i) No certificate of registration to the off highway vehicle,
 - ii) The license plate is not properly affixed to the vehicle.
- f) No person shall in any way damage any street furniture on any highway or public place.
- g) The operator of, and passengers being carried or towed by, an off-highway vehicle within the Hamlet shall at all times wear a protection helmet, which has been CSA approved, when the off-highway vehicle is in motion.
- h) No person shall operate an off-highway vehicle in a manner that creates unnecessary noise.
- i) All off-highway vehicles must come to a complete stop before crossing a highway.
- j) All off-highway vehicles must adhere to all provincial and federal legislation.

SECTION 5 ENFORCEMENT PROVISIONS

- a) A person who contravenes any provision of this Bylaw is guilty of an offense.
 - i) The owner of an off-highway vehicle that is involved in a contravention of this Bylaw is guilty of any offense unless he or she proves to the satisfaction of the Judge that at the time of the offense the off-highway vehicle was not being driven or was not parked or left by him or any other person with his consent, express or implied.

- ii) Notwithstanding sub-section b), if the owner was not driving the off-highway vehicle at the time the offense was committed, he is not in any event liable to imprisonment.
- b) A person who is guilty of an offense under Section 4 Subsection e), of this Bylaw is guilty of an offense and is liable on summary conviction to a fine of not less than one thousand (\$1,000.00) dollars plus reparations and in default of payment to imprisonment for a term not exceeding six (6) months.
- c) Except as otherwise provided in this Bylaw, a person who is guilty of an offense under this Bylaw for which a penalty is not otherwise provided is liable:
- d) For a first offense to a fine amount as stated in the Mackenzie County Fee Schedule Bylaw and in default of payment to imprisonment for a term of not more than thirty (30) days, and
- e) For a second or subsequent offense, to a fine amount as stated in the Mackenzie County Fee Schedule Bylaw and in default of payment to imprisonment for a term of not more than sixty (60) days.
- f) Nothing in Section 5, shall:
 - i) Prevent a person from exercising his right to defend any charge of contravening any provisions of this Bylaw, or
 - ii) Prevent a Peace Officer from laying an information or complaint in lieu of serving a voluntary payment ticket.
- g) Where a Peace Officer believes that a person has contravened any provisions of this Bylaw, he may serve upon such a person a voluntary violation ticket allowing payment of the penalty specified in this Bylaw and such payment shall be accepted by the Municipality in lieu of the offense.

SECTION 6 SEIZURE OF OFF-HIGHWAY VEHICLE

- a) A Peace Officer who, on reasonable and probable grounds, believes that an offense under the provisions of this Bylaw has been committed may seize and impound an off-highway vehicle for a minimum of 30 days on their first offence and a minimum 60 days on their second and

~~subsequent offenses and detain an off-highway vehicle in respect of which the offense was committed until the final disposition of any proceedings that may be taken under this Bylaw.~~

SECTION 7 REPEAL

- a) This Bylaw shall repeal and replace Bylaw 958-14.

The provisions of this Bylaw shall become into full force and effect upon receiving third and final reading.

READ a first time this 10th day of September, 2024

READ a second time this 10th day of September, 2024

READ a third time and finally passed this 10th day of September, 2024

Joshua Knelsen
Reeve

Darrell Derksen
Chief Administrative Officer

REVISED BYLAW NO. 924-13

**BEING A BYLAW OF THE
MACKENZIE COUNTY
IN THE PROVINCE OF ALBERTA**

**TO REGULATE THE CONTROL, USE AND OPERATION OF OFF-HIGHWAY
VEHICLES WITHIN THE HAMLET OF ZAMA**

WHEREAS the Traffic Safety Act, being Chapter T-6, and the Municipal Government Act, being Chapter M-26, both of the Statutes of Alberta, provides that a Municipal Council may enact a Bylaw respecting the safety, health and welfare of people and the protection of people and property; and to regulate the control, use and operation of off-highway vehicles;

AND WHEREAS it is deemed expedient by the Council of Mackenzie County to pass a Bylaw to regulate the operation of off-highway vehicles within the Municipality;

NOW THEREFORE the Council of the Mackenzie County, in the Province of Alberta, in regular session, duly assembled, enacts as follows:

SECTION 1 NAME OF BYLAW

This Bylaw may be cited as the “Off-Highway Vehicles Bylaw for the Hamlet of Zama”.

SECTION 2 INTERPRETATION

Where there is a conflict between this Bylaw and any other Bylaw pertaining to noise abatement in the Municipality, the provisions of this Bylaw shall apply.

SECTION 3 DEFINITIONS

In this Bylaw:

- a) “Alley” for the purpose of speed control means a utility laneway intended chiefly to provide utility companies and residents with access to their utilities, rear of buildings, and parcels of land, but not for primary access;
- b) “Council” means the Mackenzie County Council, duly assembled and acting as such;

- c) “Designated Trails” means trails, and areas designated by Council as such, and identified in this Bylaw;
- d) “Hamlet” means the area contained within the boundaries of the Hamlet of Zama City in the Province of Alberta;
- e) “Helmet” means a rigid safety helmet with chin strap attached which has been CSA approved for off-highway use;
- f) “Highway” means any thoroughfare, street, road, trail, avenue, parkway, driveway, viaduct, lane, square bridge, causeway, trestleway, or other place, whether publicly or privately owned, any part of which the public is ordinarily entitled or permitted to use for the passage or parking of vehicles, and includes:
 - (i) sidewalks (including the boulevard portion of a sidewalk),
 - (ii) if a ditch lies adjacent to and parallel with the roadway, the ditch, and
 - (iii) if a highway right-of-way is contained between fences or between a fence and one side of the roadway, all the land between the fences, or all the land between the fence and the edge of the roadway, as the case may be:
- g) “Municipality” means the area contained within the boundaries of Mackenzie County;
- h) “Off-highway vehicle” means any motorized vehicle designated for cross-country travel on land, water, snow, ice, marsh or swamp land or on other natural terrain and, without limiting the generality of the foregoing, includes, when designed for such travel:
 - (i) 4-wheel drive or low pressure tire vehicles,
 - (ii) motor cycles and related 2-wheel vehicles,
 - (iii) amphibious machines,
 - (iv) all terrain vehicles,
 - (v) miniature motor vehicles,
 - (vi) snow vehicles,
 - (vii) mini-bikes, and
 - (viii) any other means of transportation which is propelled by any power other than muscular power or wind,

but does not include

- (ix) motor boats, or
 - (x) any other vehicle exempted from all of the provisions of the Traffic Safety Act by the regulations;
- i) “Operator” means a person who drives or is on actual physical control of a vehicle;
 - j) “Owner” means a person who owns, rents or has the exclusive use of that vehicle under a lease or for any period;
 - k) “Peace Officer” means a member of the Royal Canadian Mounted Police, a Bylaw Enforcement Officer, or a Special Constable appointed pursuant to the provisions of the Police Act of Alberta;
 - l) “Residential Area” means an area within the boundaries of a Hamlet that is zoned for residential use pursuant to the Municipality’s current Land Use Bylaw;
 - m) “Roadway” means that part of a highway intended for use by vehicular traffic;
 - n) “Street furniture” means every curb, sidewalk, pole, traffic sign, waste receptacle, tree, plant, grass, or any other property belonging to the Municipality that is capable of being marked, defaced or damaged in any way;
 - o) “Summer” means that ground cover is clear of snow

Save as herein otherwise provided, the terms and expressions in this Bylaw have the same meaning as in the Traffic Safety Act, the Interpretation Act, and the Municipal Government Act respectively.

SECTION 4 OPERATION OF OFF-HIGHWAY VEHICLES

- a) No person shall operate an off-highway vehicle on any portion of a:
 - i) Recreation area,
 - ii) School ground,
 - iii) Park area,

- iv) Developed or landscaped area,
 - v) Private property without permission of the owner or occupant of such property, within the municipal boundaries of the Hamlet
 - vi) Landscaped road right-of-way in the summer months, unless it is designated as a trail in this bylaw.
- b) No person shall operate an off-highway vehicle anywhere within the municipal boundaries of the Hamlet between the hours of eleven (11) o'clock in the evening (p.m.) and seven (7) o'clock of the next forenoon (a.m.).
 - c) No person shall operate an off-highway vehicle within the boundaries of the Hamlet in excess of:
 - i) Twenty (20) kilometers per hour (12.4 miles per hour) on any alley, and
 - ii) Thirty (30) kilometers per hour (18.6 miles per hour) on all highways within the boundaries of the Hamlet except an alley.
 - d) No person shall operate an off highway vehicle within the Hamlet of Zama when there is;
 - i) No certificate of registration to the off highway vehicle,
 - ii) The license plate is not properly affixed to the vehicle.
 - e) No person shall in any way damage any street furniture on any highway or public place.
 - f) The operator of, and passengers being carried or towed by, an off-highway vehicle within the Hamlet shall at all times wear a protection helmet, which has been CSA approved, when the off-highway vehicle is in motion.
 - g) No person shall operate an off-highway vehicle in a manner that creates unnecessary noise.
 - h) All off-highway vehicles must come to a complete stop before crossing a highway.

- i) All off-highway vehicles must adhere to all provincial and federal legislation.

SECTION 5 ENFORCEMENT PROVISIONS

- a) A person who contravenes any provision of this Bylaw is guilty of an offense.
 - i) The owner of an off-highway vehicle that is involved in a contravention of this Bylaw is guilty of any offense unless he or she proves to the satisfaction of the Judge that at the time of the offense the off-highway vehicle was not being driven or was not parked or left by him or any other person with his consent, express or implied.
 - ii) Notwithstanding sub-section b), if the owner was not driving the off-highway vehicle at the time the offense was committed, he is not in any event liable to imprisonment.
- b) A person who is guilty of an offense under Section 4 Subsection e), of this Bylaw is guilty of an offense and is liable on summary conviction to a fine of not less than one thousand (\$1,000.00) dollars plus reparations and in default of payment to imprisonment for a term not exceeding six (6) months.
- c) Except as otherwise provided in this Bylaw, a person who is guilty of an offense under this Bylaw for which a penalty is not otherwise provided is liable:
- d) For a first offense to a fine amount as stated in the Mackenzie County Fee Schedule Bylaw and in default of payment to imprisonment for a term of not more than thirty (30) days, and
- e) For a second or subsequent offense, to a fine amount as stated in the Mackenzie County Fee Schedule Bylaw and in default of payment to imprisonment for a term of not more than sixty (60) days.
- f) Nothing in Section 5, shall:
 - i) Prevent a person from exercising his right to defend any charge of contravening any provisions of this Bylaw, or

- ii) Prevent a Peace Officer from laying an information or complaint in lieu of serving a voluntary payment ticket.
- g) Where a Peace Officer believes that a person has contravened any provisions of this Bylaw, he may serve upon such a person a voluntary violation ticket allowing payment of the penalty specified in this Bylaw and such payment shall be accepted by the Municipality in lieu of the offense.

SECTION 6 SEIZURE OF OFF-HIGHWAY VEHICLE

- a) A Peace Officer who, on reasonable and probable grounds, believes that an offense under the provisions of this Bylaw has been committed may seize may seize and impound an off-highway vehicle for a minimum of 30 days on their first offence and a minimum 60 days on their second and subsequent offense. ~~and detain an off-highway vehicle in respect of which the offense was committed until the final disposition of any proceedings that may be taken under this Bylaw.~~

SECTION 7 REPEAL

- a) This Bylaw shall replace Bylaw 594/06.

The provisions of this Bylaw shall become into full force and effect upon receiving third and final reading.

READ a first time this 10th day of September, 2024

READ a second time this 10th day of September, 2024

READ a third time and finally passed this 10th day of September, 2024

Josh Knelsen
Reeve

Darrell Derksen
Chief Administrative Officer



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Don Roberts, Director of Community Services
Title:	Draft Letter to Alberta Conservation Association (Bison Tag Revenue)

BACKGROUND / PROPOSAL:

The Community Services Committee held a meeting on August 21, 2024 and discussed receiving support/funding from the Alberta Conservation Association. (ACA) It was identified that revenue collected for the Bison Hunt in Mackenzie County, and other revenues from hunting and fishing tags, go to ACA. It was further identified that ACA invests very little of these funds in Mackenzie County.

The Committee made the following motion:

CS CS-24-08-68

That a recommendation be made to Council to author a letter to ACA and cc the Minister to request that the Bison Hunt Tag revenue be reinvested in the Mackenzie region.

OPTIONS & BENEFITS:

Option 1

Direct Administration to draft a letter.

Option 2

Receive for information

COSTS & SOURCE OF FUNDING:

N/A

Author: D. Roberts **Reviewed by:** _____ **CAO:** D. Derksen

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

Motion 1

That a letter be written to the Alberta Conservation Association and Carbon Copied to the Minister to request that the bison hunt tag revenue be reinvested in the Mackenzie region.

Author: D. Roberts **Reviewed by:** _____ **CAO:** D. Derksen



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Jennifer Batt, Director of Finance
Title:	2024 Minimum Tax - Grazing Leases

BACKGROUND / PROPOSAL:

A request was made that Grazing Leases and Farmland Development Leases under 40 acres be brought forward to Council for review, and possible exemption from the \$300 minimum, and be subject to \$100. All farmland development and grazing leases are under the same assessment class, and in order to amend these tax rolls Council would have to pass a motion as per the Municipal Government Act.

Section 347(1) of the MGA reads as follows:

347(1) If a council considers it equitable to do so, it may, generally or with respect to a particular taxable property or business or a class of taxable property or business, do one or more of the following, with or without conditions:

- (a) Cancel or reduce tax arrears;
- (b) Cancel or refund all or part of a tax;
- (c) Defer the collection of a tax.

Only tax arrears or current taxes may be the subject of relief under section 347. Section 347 does not empower municipalities to grant the specified relief on future taxes as this would fetter the discretion of future councils.

During the May 22, 2024 Council meeting, administration presented a list of the tax rolls “Schedule A” for the Grazing Leases, and Farmland Development Leases under 40 acres for possible tax adjustments where the following motion was carried:

MOTION 24-05-424 *That the Minimum Tax for grazing leases as per schedule
Requires Unanimous* *“A” be amended to \$100.*

CARRIED UNANIMOUSLY

Author: J. Batt **Reviewed by:** _____ **CAO:** D. Derksen

Since the May 22 Council meeting, 3 additional Conditional Under Permit (CUP) Cultivation Lease tax rolls were identified as being misclassified as Farmland are being presented to Council for review and recommendation (Schedule "A" attached)

OPTIONS & BENEFITS:

That Conditional Under Permit Cultivation Lease tax rolls as per "Schedule A" be amended to a \$100 minimum tax for 2024.

COSTS & SOURCE OF FUNDING:

2024 Operating budget.

COMMUNICATION / PUBLIC PARTICIPATION:

Administration to communicate with all ratepayers if Schedule A is approved by Council motion.

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Motion 1

Simple Majority Requires 2/3 Requires Unanimous

That the Conditional Under Permit Cultivation Lease tax rolls as per "Schedule A" be amended to a \$100 minimum tax for 2024.

Author: J. Batt Reviewed by: _____ CAO: D. Derksen

Schedule "A"

Aug 9/2024 - Missed CUP under 40 Acre Adjustments

Roll #	Location	GRL	Assessment	Acres	No Min Levy	Current Levy w/ Min	Total Levy \$100 Min	Levy Adjustment
234841	NW 6-108-14-W5	CUP870003	290	5	10.36	300.00	100.00	200.00
234842	SE 6-108-14-W5	CUP870003	1120	38	40.00	300.00	100.00	200.00
234843	SW 6-108-14-W5	CUP870003	940	32	33.57	300.00	100.00	200.00
Totals						900.00	300.00	600.00





Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Jennifer Batt, Director of Finance
Title:	Uncollectible Taxes – 2024 GIPOT

BACKGROUND / PROPOSAL:

The Provincial Government released at the end of 2019 that Grants in Place of Taxes (GIPOT) funding would be reduced to 50% payment of taxes with a maximum of \$100. Administration has been working on collecting all outstanding GIPOT tax rolls, and have received confirmation of funds to be paid, and is requesting that the outstanding taxes that will not be paid be written off.

The maximum amount paid for Provincially owned properties is either 50% of assessment x mill rate, or those that fall under a minimum tax will be maxed at \$100 or assessment x mill rate whichever is the higher amount, will be paid @ 50%.

Federal properties do not have a minimum allowance, it is calculated at assessment only x Mill rate + school for 2024.

Currently there is \$1,855,000 in the 2024 Operating Budget identified for tax write offs, of which the 2023 & anticipated 2024 GIPOT / PILT was included in this estimate.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

2024 Operating Budget

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

Author: J Batt **Reviewed by:** _____ **CAO:** D. Derksen

POLICY REFERENCES:

FIN009 – Payment, Refund and Cancellation of Taxes

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the outstanding levies in the amount of \$94,196.45 for Grants in Place of Taxes identified in Schedule "A" be written off.

Author: J Batt Reviewed by: _____ CAO: D. Derksen

SCHEDULE A - 2024 GIPOT & PILT Adjustment

076658	600.00	253.25	346.75
076890	12,252.73	6,126.36	6,126.37
076973	4,082.24	2,041.12	2,041.12
076984	9,987.43	4,993.72	4,993.71
076985	500.00	138.03	361.97
076986	995.88	497.94	497.94
076987	995.88	497.94	497.94
076988	500.00	138.92	361.08
076994	824.40	412.21	412.19
076995	852.04	426.02	426.02
076996	824.40	412.21	412.19
076997	850.83	425.42	425.41
077119	1,383.19	691.60	691.59
077120	1,383.19	691.60	691.59
077121	1,383.19	691.60	691.59
077122	500.00	206.98	293.02
077123	1,143.79	571.90	571.89
077125	1,157.93	578.97	578.96
077126	500.00	100.42	399.58
083645	22,676.62	11,338.31	11,338.31
086959	8,474.88	8,474.87	0.01
087250	13,581.86	6,790.93	6,790.93
098336	7,535.29	3,767.65	3,767.64
101014	1,080.16	540.08	540.08
105937	1,563.41	685.80	877.61
106079	1,505.18	752.59	752.59
106081	1,318.56	659.28	659.28
106082	1,080.16	540.08	540.08
106086	4,372.67	2,186.34	2,186.33
117451	1,600.77	774.12	826.65
117457	1,814.37	796.74	1,017.63
117459	1,100.00	436.72	663.28
117463	1,660.48	758.22	902.26
119334	2,316.30	1,158.15	1,158.15
148103	1,330.13	665.06	665.07
159446	1,578.24	789.12	789.12
159449	1,421.54	710.77	710.77
191735	303.54	151.77	151.77
191736	310.32	155.16	155.16
191737	300.00	140.16	159.84
191738	300.00	146.59	153.41
191739	300.00	50.00	250.00
191740	300.00	50.00	250.00
191741	300.00	50.00	250.00
191742	300.00	50.00	250.00

191743	300.00	50.00	250.00
191744	300.00	50.00	250.00
191745	300.00	50.00	250.00
191746	300.00	50.00	250.00
191747	300.00	50.00	250.00
191748	300.00	50.00	250.00
191749	300.00	50.00	250.00
191750	300.00	50.00	250.00
191751	300.00	50.00	250.00
191752	300.00	50.00	250.00
191753	300.00	50.00	250.00
191754	300.00	50.00	250.00
191755	300.00	50.00	250.00
191756	300.00	50.00	250.00
191757	300.00	50.00	250.00
191758	300.00	50.00	250.00
191759	300.00	50.00	250.00
191760	300.00	50.00	250.00
191761	300.00	50.00	250.00
191762	300.00	50.00	250.00
191763	300.00	50.00	250.00
191764	300.00	120.35	179.65
191765	300.00	147.84	152.16
191766	300.00	50.00	250.00
191767	300.00	50.00	250.00
191768	300.00	129.45	170.55
191769	300.00	148.73	151.27
191770	300.00	122.66	177.34
191771	300.00	91.60	208.40
191772	300.00	115.34	184.66
191773	300.00	109.81	190.19
191775	300.00	105.88	194.12
191776	300.00	50.00	250.00
191777	300.00	50.00	250.00
191778	300.00	50.00	250.00
191779	300.00	50.00	250.00
191780	300.00	50.00	250.00
191781	300.00	50.00	250.00
191782	300.00	50.00	250.00
191783	300.00	50.00	250.00
191784	300.00	50.00	250.00
191785	300.00	50.00	250.00
191786	300.00	145.52	154.48
191787	300.00	50.00	250.00
191788	300.00	126.24	173.76
191789	300.00	50.00	250.00
191790	300.00	139.27	160.73

191791	300.00	119.45	180.55
191792	300.00	105.70	194.30
191793	300.00	136.95	163.05
191794	300.00	149.80	150.20
191795	300.00	102.67	197.33
191796	300.00	136.95	163.05
191797	300.00	77.13	222.87
191798	503.51	251.76	251.75
191799	503.51	251.75	251.76
191800	503.51	251.76	251.75
191801	503.51	251.75	251.76
191802	300.00	131.42	168.58
191803	305.68	152.84	152.84
191804	300.00	127.66	172.34
191805	300.00	149.98	150.02
191806	300.00	146.77	153.23
191807	300.00	119.99	180.01
191808	300.00	121.77	178.23
191809	300.00	147.30	152.70
191811	300.00	126.24	173.76
191812	300.00	116.06	183.94
191813	300.00	132.30	167.70
191814	300.00	101.60	198.40
191815	300.00	149.09	150.91
191816	300.00	148.37	151.63
191817	300.00	139.27	160.73
191818	300.00	108.56	191.44
191819	300.00	112.13	187.87
191820	300.00	140.70	159.30
191821	300.00	102.31	197.69
191822	300.00	128.91	171.09
191823	300.00	135.34	164.66
191824	300.00	143.02	156.98
191825	300.00	130.88	169.12
191826	300.00	116.41	183.59
191827	305.68	152.84	152.84
191828	300.00	137.66	162.34
191829	300.00	148.38	151.62
191830	300.00	146.77	153.23
191831	300.00	50.00	250.00
191832	300.00	50.88	249.12
191833	299.38	55.00	244.38
191834	300.00	88.20	211.80
191835	300.00	75.17	224.83
191836	300.00	50.00	250.00
191837	300.00	97.67	202.33
191838	300.00	84.27	215.73

191839	300.00	104.45	195.55
191840	300.00	74.99	225.01
191841	300.00	140.16	159.84
191842	308.89	154.45	154.44
191843	300.00	112.48	187.52
191844	300.00	75.89	224.11
191845	300.00	69.63	230.37
191846	300.00	124.09	175.91
191847	300.00	88.38	211.62
191848	300.00	112.49	187.51
191849	300.00	121.41	178.59
191850	300.00	139.27	160.73
191851	300.00	87.49	212.51
191852	300.00	149.09	150.91
191853	300.00	99.10	200.90
191854	300.00	132.12	167.88
192006	300.00	50.00	250.00
192035	300.00	50.00	250.00
192075	4,684.10	2,342.05	2,342.05
192083	898.02	449.01	449.01
197564	4,579.59	2,289.79	2,289.80
208327	5,063.48	2,531.74	2,531.74
208328	959.42	479.71	479.71
208329	8,317.14	4,158.57	4,158.57
214885	1,558.74	779.37	779.37
234231	1,821.95	781.57	1,040.38
Totals	181,457.71	87,566.14	93,891.57
PILT			
106094	571.52	266.64	304.88
Totals	571.52	266.64	304.88

Total Adjustment	94,196.45
-------------------------	------------------

Unpaid as of Aug 14 2024

Roll	2024 Tax Levy	GOA Paid	Unpaid Levy for Adjustment
074670	1,749.79	-	-

In Review



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented by	Jennifer Batt – Director of Finance
Title:	2024 Mackenzie Agricultural Fair & Tradeshow – Post Event Budget Amendment

BACKGROUND / PROPOSAL:

On August 9th & 10th, the 2024 Mackenzie Agricultural Fair & Tradeshow was hosted by the Mackenzie Agricultural Research Association, and a local group of committee volunteers which fundraised by sponsorship for the event.

There was a surplus remaining of \$6,514 from previous years events, which Council allocated to the 2024 Mackenzie Agricultural Fair & Tradeshow. The committee has requested was approved for the County continue to assist with accepting donations, and ensuring invoices are paid as they are unable to open a bank account as the committee.

By the end of June, the Agricultural Fair had received funding in the amount of \$30,260 through sponsorships, and donations. From July to event end, the Agricultural Fair raised an additional \$ 34,509 through sponsorships and donations. Administration is requesting that the budget be amended to reflect the additional revenue.

Final expenses for the 2024 Mackenzie Agricultural Fair & Tradeshow have not been finalized as of the writing of this report. Once all expenses are verified, administration will be recommending that the surplus of funds be allocated to the General Operating Reserve to assist in funding future Mackenzie Agricultural Fair & Tradeshow events.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

General Operating Reserve - previous years surplus \$6,514
 Sponsorship - Donations

Author: J. Batt **Reviewed by:** _____ **CAO:** D. Derksen

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

- Simple Majority Requires 2/3 Requires Unanimous

That the 2024 One Time project budget for the 2024 Mackenzie Agricultural Fair & Tradeshow be amended in the amount of \$34,509 with funding coming from various donations.

Author: J. Batt Reviewed by: _____ CAO: D. Derksen



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Willie Schmidt, Fleet Maintenance Manager
Title:	Motor Grader Disposal

BACKGROUND / PROPOSAL:

The 2024 Capital Budget approved the procurement of two new motor graders, which are expected this September. As per our Equipment Replacement policy, we will be disposing/selling our two graders that were scheduled to be replaced (Units 2152, and 2153).

OPTIONS & BENEFITS:

Option 1 – Finning Buy Back Program

Finning offers to buy back both graders. Price is guaranteed.

Option 2 – JPH Equipment

Prices are not guaranteed.

Option 3 – Ritchie Bros.

Ritchie Bros. We are currently waiting on the requested information which will be presented at the council meeting.

Author: P. Pohl **Reviewed by:** _____ **CAO:** D. Derksen

COSTS & SOURCE OF FUNDING:

Trade in value identified as funding source is \$294,217 each in the Capital Budget

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

ADM003 Vehicle and Equipment Replacement Policy
FIN029 Asset Disposal Policy

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That council provide direction on the disposal of replaced graders.

Author: P.Pohl Reviewed by: _____ CAO: D. Derksen



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	John Zacharias, Director of Utilities
Title:	Wolfe Lake Rural Water Point

BACKGROUND / PROPOSAL:

Administration is requesting Council’s direction on how to proceed with a service that is currently offered to residents. The County operates five rural water points within the Municipality. The water points, which are supplied from a number of dugouts, dispense non-potable water at no fee to residents.

Wolfe Lake Rural Water Point located at NE-34-106-14-W5M, is unique from the other water points as the land is leased from a ratepayer. A condition in the lease agreement states, that should the water reservoir volume become compromised in any way, the County shall provide an adequate supply of water, of equal or similar quality to the water in the existing reservoir.

Wolfe Lake’s water supply has become extremely low. The dugout’s maximum capacity is only approximately 15,000 m³. Due to a dry spring, the dugout was unable to fill completely. Drought conditions resulted in high water usage and evaporation, which accelerated the depletion of the dugout’s supply. The current and historical water usage is shown below:

2022	2023	2024 (Jan – Jul)
2,867 m ³	5,252 m ³	3,029 m ³

Due to the dugout’s low water supply, actions must be taken in order for the County to continue offering this service or the decision must be made to temporary close the service.

Author: J. Schmidt **Reviewed by:** J. Zacharias/J Batt **CAO:** D. Derksen

OPTIONS & BENEFITS:

Option 1

That the 2024 Operating Budget be amended by \$41,600 to fund the Wolfe Lake Rural Water Point's dugout being filled with 10,000 m³ of treated water from the rural waterline.

Option 2

That the 2024 Capital Budget be amended by \$200,000 with funding coming from the Water/Sewer Infrastructure Reserve for the excavation of Wolfe Lake Rural Water Point's dugout to increase the depth and the installation of a new aeration line.

Option 3

That the 2024 Capital Budget be amended by \$241,600 with \$200,000 in funding coming from the Water/Sewer Infrastructure Reserve, and \$41,600 coming from the General Operating Reserve for the excavation of Wolfe Lake Rural Water Point's dugout to increase the depth and the installation of a new aeration line. The dugout would then be filled from the treated rural waterline.

Option 4

That the Wolfe Lake Rural Water Point be temporarily closed due to a low water supply and re-opened once the dugout is replenished.

Option 5

That no action be taken at the Wolfe Lake Rural Water Point at this time.

COSTS & SOURCE OF FUNDING:

Option 1

The County's Fee Schedule Bylaw has a rate of \$4.16 per cubic meter of treated water. If Wolfe Lake's dugout receives 10,000 cubic meters, this volume of water would be equal to the value of \$41,600. Funding coming from the General Operating Reserve.

Option 2

The excavation of Wolfe Lake's dugout and installation of a new aeration line would approximately cost \$200,000. Funding coming from Water/Sewer Infrastructure Reserve.

Option 3

The excavation of Wolfe Lake's dugout, installation of a new aeration line and adding 10,000m³ of treated water would approximately cost \$241,600. Funding coming from Water/Sewer Infrastructure, and General Operating Reserve.

Option 4

There would be no cost but service level to ratepayers would be reduced.

Option 5

There would be no cost but service level to ratepayers would be reduced.

Author: J. Schmidt **Reviewed by:** J. Zacharias/J Batt **CAO:** D. Derksen

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the 2024 Operating Budget be amended by \$41,600 to fund the Wolfe Lake Rural Water Point's dugout fill with funding coming from the General Operating Reserve.

Or

That administration bring forward options for the Wolfe Lake Rural Water point to the 2025 Budget Workshop, and budget deliberations.

Author: J. Schmidt **Reviewed by:** J. Zacharias/J Batt **CAO:** D. Derksen



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Caitlin Smith, Director of Planning and Development
Title:	Alberta Community Partnership Program Grant – Intermunicipal Development Plan with Town of High Level

BACKGROUND / PROPOSAL:

Mackenzie County and Town of High Level need to start the process for the Intermunicipal Development Plan (IDP) update as directed by the annexation agreement.

Administrations have met and are in agreeance with applying for the Alberta Community Partnership Program grant application as Mackenzie County as the managing partner and Town of High Level as the project participant.

As the managing partner, we are responsible for the application, reporting and we will be receiving the funds to be managed through our municipality.

Together with the Town of High Level, we will have to release an RFP to hire a consultant to support with amending the plan.

Municipalities are eligible for up to \$200,000 towards a collaborative project such as an IDP.

The application is due October 1, 2024 and will be awarded in April 2025. In order to submit an application, a resolution from both Councils are required to state the managing partner and support for the project to commence.

OPTIONS & BENEFITS:

Council can pass, defeat or table the motion.

Author: C Smith **Reviewed by:** _____ **CAO:** D. Derksen

COSTS & SOURCE OF FUNDING:

None required at this time. Administration will need approval for a 2025 one time project for the Intermunicipal Development Plan.

COMMUNICATION / PUBLIC PARTICIPATION:

Administration and Council will need to work collaboratively with Town of High Level.

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That Council direct administration to apply to the 2024-25 Alberta Community Partnership Program Grant – Intermunicipal Collaboration stream to fund the update of the Intermunicipal Development Plan held between the Town of High Level and Mackenzie County.

Simple Majority Requires 2/3 Requires Unanimous

That Council support the application for the Alberta Community Partnership Program Grant under the Intermunicipal Collaboration stream as the Managing Partner with the Town of High Level as Project Participant to update the existing Intermunicipal Development Plan.

Author: C Smith Reviewed by: _____ CAO: D. Derksen



2024-25 Alberta Community Partnership

Program Guidelines



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2024/25 Alberta Community Partnership Program Guidelines | Municipal Affairs
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2024/25 Alberta Community Partnership Program Guidelines

1. Guidelines

These guidelines are intended to assist applicants in completing Alberta Community Partnership (ACP) applications and financial reporting requirements for the program year. Before applying, applicants should consider both the general program information supplied in the main part of the guidelines and the component-specific information in the schedule(s).

2. Program Highlights

- Intermunicipal Collaboration (IC) project eligibility is focused on projects that result in regional municipal service delivery foundations or frameworks that align with broader regional or municipal priorities and initiatives. This can include new or enhanced regional emergency management frameworks, regional plans for emergency preparedness or disaster mitigation, and regional growth plans. (See Schedules 1A and 1B).
- Under the *Municipal Government Act*, Intermunicipal Collaboration Frameworks (ICFs) require review every five years after creation. Municipalities are strongly encouraged to begin the review sooner rather than later to allow for sufficient time to complete negotiations before the deadline. ICF reviews remain an eligible project under the IC component.
- IC evaluation criteria continue to reflect a strong focus on project outcomes and regional benefits. Additional information is available to assist in completing a high-quality IC application.
 - Application questions enable the partnership to expand on project details, benefits to the region, and how the project addresses the needs and circumstances of the partnership.
 - Schedule 1B includes information to consider when drafting responses.
- Successful IC funded projects will continue to receive an initial payment of 75 per cent of the grant, with the remainder released upon project completion and the submission of satisfactory reporting.
- The Municipal Internship (MI) component continues with having a standard 18-month term for all three internship streams (Administrator, Finance Officer, and Land-Use Planner).
- It is the responsibility of the Grant Recipient to monitor reporting due dates and ensure the timely submission of all required reporting.
- The status of Statement of Funding and Expenditure (SFE) submissions can be viewed at ACP Online (ACPO) (see main guidelines section 4).
 - Email notification of SFE certification will no longer occur, however Grant Advisors will continue to follow-up on SFEs that require additional clarification or that report a variance.

3. Key Dates and Contacts

ACTIVITY	TIMELINE	QUESTIONS? CONTACT
Project Application Submission	<p>Municipal Internship October 1, 2024.</p> <p>Intermunicipal Collaboration October 1, 2024</p> <p>Municipal Restructuring January 15, 2025.</p> <p>Mediation and Cooperative Processes & Strategic Initiatives February 3, 2025.</p>	<p>Call a Grant Advisor at 780-422-7125 (toll-free 310-0000), or email acp.grants@gov.ab.ca</p>
Statement of Funding and Expenditures (SFE)	Due within 60 days of project completion date identified in the conditional grant agreement.	<p>Call a Grant Advisor at 780-422-7125 (toll-free 310-0000), or email acp.grants@gov.ab.ca</p>
Communication and Project Recognition	Please contact the Minister's Office at least 15 working days prior to an event or communication related to an ACP funded project.	Please refer to section 15, Communications and Project Recognition Requirements, for additional information.

Contact Information

Alberta Municipal Affairs

Grants and Education Property Tax Branch
 Alberta Community Partnership Program
 15th Floor, Commerce Place
 10155 - 102 Street
 Edmonton AB T5J 4L4
 Phone: 780-422-7125 (toll-free: 310-0000)
 Email: acp.grants@gov.ab.ca

4. Submission Method

4.1) Alberta Community Partnership Online (ACPO)

ACPO is available through MACConnect. ACPO gives municipalities the ability to:

- create, edit, and submit ACP applications online;
- view and track the status of ACP applications;
- view agreement, payment, and reporting summary information for projects funded under ACP or the former Regional Collaboration Program (RCP);
- create, edit and submit ACP amendment requests; and
- create, edit, submit and track the status of ACP SFEs.

Municipalities that already use MACConnect can request staff access to ACPO through the municipality's MACConnect Stakeholder Administrator. The Stakeholder Administrator is the person delegated to manage access to applications in MACConnect on behalf of the municipality through the MACConnect Stakeholder Agreement.

All current Stakeholder Administrators can submit an electronic request through their MACConnect dashboard to grant a staff member access to ACPO. If the municipality needs to assign another Stakeholder Administrator, a request can be emailed to ACPOaccess@gov.ab.ca.

Municipalities that do not have access to MACConnect will need to enter into a Stakeholder Agreement before requesting access to ACPO. The Stakeholder Agreement can be requested by emailing to ACPOaccess@gov.ab.ca or contacting 780-644-2413 (toll-free in Alberta by first dialing 310-0000). Once the Stakeholder Agreement has been signed and returned to Municipal Affairs, the municipality will be able to request access to ACPO through their designated Stakeholder Administrator.

An ACPO help guide is available on the ACP program website at: www.alberta.ca/alberta-community-partnership.aspx.

Municipalities are encouraged to confirm MACConnect and ACPO access in advance of all application deadlines to ensure there are no technical issues preventing a project submission.

5. Program Objective

The objective of the ACP program is to improve the viability and long-term sustainability of municipalities by providing support for regional collaboration and capacity building initiatives.

The ACP program is designed to support municipalities in attaining the following key program outcomes:

- new or enhanced regional municipal services;
- improved municipal capacity to respond to municipal and regional priorities; and
- effective intermunicipal relations through joint and collaborative activities.

6. Funding Components

Project funding is administered under five distinct funding components. Information regarding specific objectives, eligibility criteria, and other conditions for each component are found in Schedules 1-5.

Intermunicipal Collaboration (IC) (Schedule 1A)	<ul style="list-style-type: none"> • Develop regional plans, service delivery frameworks, and establish regional service delivery efficiencies.
Municipal Restructuring (MR) (Schedule 2)	<ul style="list-style-type: none"> • Explore regional governance and minimize costs associated with municipal restructuring processes such as amalgamation, dissolution, or viability reviews.
Mediation and Cooperative Processes (MCP) (Schedule 3)	<ul style="list-style-type: none"> • Resolve intermunicipal conflict through dispute resolution alternatives and/or develop processes and protocols to enhance municipal collaboration.
Municipal Internship (MI) (Schedule 4)	<ul style="list-style-type: none"> • Provide recent post-secondary graduates with the opportunity to develop knowledge, skills, and experience so they may pursue careers in municipal administration, finance, or land-use planning and help build the capacity of Alberta's municipal sector.
Strategic Initiatives (SI) (Schedule 5)	<ul style="list-style-type: none"> • Support for initiatives that align with provincial priorities and address intermunicipal needs of strategic significance.

7. Eligibility Requirements

7.1) Eligible Applicants

APPLICANT TYPE	FUNDING COMPONENTS
Municipalities (cities, towns, villages, summer villages, municipal districts, specialized municipalities, Special Areas)	All*
Improvement Districts	IC, MCP, and SI
Metis Settlements	IC, MCP, and SI
Townsite of Redwood Meadows Administration Society	IC, MCP, and SI
Edmonton Metropolitan Region Board and Calgary Metropolitan Region Board	MI Land-Use Planner and SI
Municipally controlled planning service agencies	MI Land-Use Planner

* Eligibility to apply under the MI streams is dependent on municipal population (see Schedule 4).

First Nations are eligible to participate under the IC component as non-managing, formal project partners on IC project applications. A band council resolution is required to confirm project participation.

The Minister may vary any program criteria, such as eligibility and application requirements, to respond to the Government of Alberta and Municipal Affairs' priorities.

7.2) Contributions to Other Entities

Ineligible entities under the ACP include individuals, for-profit corporations, not-for-profit organizations, regional service commissions (excluding planning commissions), intermunicipal entities, and municipal subsidiary corporations (for-profit and not-for-profit).

Successful applicants may contract these entities to conduct project activities. In these instances, the contracted entity is not considered a project partner, and the applicant remains responsible for the use of the funds, achieving project outcomes, and reporting on activities related to the approved project.

7.3) Eligible Projects

Eligible project information is provided in the component schedules.

7.4) Ineligible Expenses

The following expenses are ineligible for all components:

- existing and ongoing operational costs;
- floodway mapping costs;
- costs already funded under other grant programs; and
- Goods and Services Tax (GST).

8. Application Process

8.1) Project Application

A separate application form is required for each project submission.

An application to one component in a program year does not preclude a municipality from applying to any other component in the same program year. Having an ongoing project from a previous program year does not disqualify a municipality from submitting a new application in the current program year.

Project applications can be submitted any time prior to the deadline(s) specified in section 3.

Applications submitted through ACPO contain a certification statement to be completed by the authorized user, and do not require the submission of a signed hard copy application.

8.2) Review and Approval Process

Each project application submitted to Municipal Affairs will be reviewed to ensure it meets the requirements outlined in these guidelines. Once a project is assessed, a recommendation is forwarded to the Minister of Municipal Affairs.

All decisions by the Minister are final.

Applicants will be advised in writing of the status of their submission, and a list of successful projects will be posted annually to the program website.

Project applications submitted under the IC component will be evaluated based on criteria outlined in Schedule 1B, with scores assigned based solely on the information provided in the application. Applicants should ensure all relevant sections of the form are completed, as incomplete applications may result in a lower score relative to other submitted applications. Funding decisions will be made by March 31 of the program year.

It is anticipated that municipalities will be advised of project funding status in writing, typically within 10 to 12 weeks following submission, or by the end of the program year.

9. Funding Agreement and Amendment Process

9.1) Conditional Grant Agreement (CGA)

Following the Minister's approval of a project, successful applicants must enter into a CGA with Municipal Affairs. The CGA sets out the terms and conditions for the grant funding. This includes project start and end dates, project scope, grant payment conditions, and reporting requirements.

9.2) Amending an Agreement

If the project scope or time period to use grant funds change after project approval, a formal amendment request must be made to consider any changes to the existing agreement. An Amendment Request Form is available through ACPO. The amendment request should be submitted prior to the CGA project completion date and must provide detailed rationale to support consideration of the amendment request. Project amendments are granted at the discretion of Municipal Affairs based on an assessment of the rationale for the amendment. Questions regarding scope and time changes can be directed to a Grant Advisor.

Municipal partnerships are strongly encouraged to complete projects by the project completion date identified in the CGA, as established project scope and time parameters align with the original municipal commitment to the project that moves the project forward from planning to implementation.

Program staff work with municipalities to ensure reasonable project timelines are established, but standard completion dates set out in each component's application are expected to be honoured within the spirit and intent of program funding.

10. Time Period to Use Grant Funds

The ACP program year is based on the provincial fiscal year, which commences April 1. Grant funds can be retroactively applied to approved projects beginning April 1, 2024 unless otherwise stipulated in the executed CGA. Project costs will only be considered eligible up to the project completion date established in the CGA.

See component schedules for specific details regarding time periods to use grant funds.

11. Use of Other Grant Funds

ACP grants may be used in combination with funds from other provincial-municipal or federal-municipal grant programs, unless doing so is prohibited by the other program. Using ACP grant funds for costs covered by other programs, as per section 7.4, is not an allowable use of ACP funds.

If a grant recipient chooses to use multiple grant funding sources for a project, it is their responsibility to understand each grant program's specific funding requirements. ACP funding does not signify broader support for any recommendation or outcome that might result from a project.

More information about specific requirements of provincial-municipal grant programs can be found on the respective program websites, accessible through the Municipal Grants Web Portal at <http://municipalaffairs.alberta.ca/municipal-grants-web-portal>.

12. Requirement for Award of Contract

All calls for proposals or tenders for projects funded under the ACP shall be carried out in accordance with the rules, regulations and laws governing such activities and in accordance with the best current procurement practices. They must also be advertised in accordance with the guidelines of the New West Partnership Trade Agreement (www.newwestpartnershiptrade.ca), and the Canadian Free Trade Agreement (www.cfta-alec.ca/agreement-on-internal-trade). It is the managing partner's responsibility to determine if the project's procurement approach aligns with best practices and obligations under trade agreements.

13. Payment Process and Financial Reporting Requirements

13.1) Payments

ACP payments will be made following legislative approval of the provincial budget, and Ministerial authorization of the component budgets. Payments for approved projects will be made based on the conditions of the CGA. Typically, the grant payment is made within four to six weeks following the execution of the CGA, unless stated otherwise.

13.2) Statement of Funding and Expenditures (SFE)

The grant recipient must submit an SFE for each project. Submission of the SFE is through ACPO and is due 60 days following the project completion date. The SFE summarizes the grant amount received, the actual project costs, grant funding applied, portion of funding provided by other grant programs and municipal sources, and income earned and applied to the project. Income earned on the ACP grant funding becomes part of the funding available to apply to project expenditures.

The SFE must be completed by the Chief Administrative Officer or delegate, who certifies that the grant recipient complies with the terms of the CGA, program guidelines, and administrative procedures. All supporting documentation such as reports, drawings, and invoices for project costs must be retained by the municipalities for a minimum of three years following completion of the project.

The SFE may be subject to review by the Provincial Auditor General.

Additional reporting is required for the MI component (see Schedule 4) and may be required under other components.

13.3) Credit Items

Income earned on deposited or invested ACP grant funds must be reported under Credit Items on the SFE.

The amount of income earned on the funds becomes part of the total grant funding available for the project.

13.4) Calculation of Income Earned

The municipality must maintain separate accounting records for the grant funds.

The municipality is encouraged to invest and earn income on all unexpended grant funds, subject to the provisions of Section 250 of the *Municipal Government Act*.

The amount of income earned on grant funds may be calculated by one of two methods:

- the actual income earned on the funds being held; or
- the estimated (notional) income earned on the funds. For example, multiply the average grant funding balance over one or more months that the grant funds were held in an account by the average interest rate over those months.

14. Site Visits

Municipal Affairs may selectively meet with municipalities (virtually, or in person) to discuss ACP program delivery, explore suggestions for program improvement, and view completed ACP-funded projects where appropriate.

15. Communications and Project Recognition Requirements

Municipalities may choose to recognize a project milestone through advertising, public information campaigns, or ceremonies and events. If a municipality initiates a communications event related to an ACP-funded project (such as news conference, advertisement in local or national newspaper, news release, celebratory event), they are asked to advise Municipal Affairs of the proposed event a minimum of 15 working days prior to the celebration/launch/event.

News releases should acknowledge the province's contribution and must include a quote from the Minister or other GoA representative as determined by the province. Any advertising of ACP-funded projects should include a reference to the ACP program and the province's contribution.

The municipality should email an invitation including event details and proposed timelines, as well as project information (name of project, grant funding sources) to the Minister's Office's general mailbox at minister.municipalaffairs@gov.ab.ca and copy the grant program area at: acp.grants@gov.ab.ca.

Schedule 1A – Intermunicipal Collaboration

1. Objective

The objective of the Intermunicipal Collaboration (IC) component is to promote municipal viability by providing support to partnerships of two or more municipalities to develop or enhance regional municipal service delivery plans and frameworks, including establishing regional service delivery efficiencies.

By having regional service delivery plans and frameworks in place, municipalities lay the foundation to move from concept to reality. The plans and frameworks will ensure that:

- roles and responsibilities have been defined;
- participating municipalities are on board with the next step; and
- the partnership knows what it will take in time and resources to get their project off the ground.

2. Eligible Entities

The following entities are eligible grant recipients (managing partners) under the IC component:

- municipalities (cities, towns, villages, summer villages, municipal districts, specialized municipalities, improvement districts, and Special Areas);
- Metis Settlements; and the
- Townsite of Redwood Meadows Administration Society.

First Nations are eligible to participate as non-managing, formal project partners on IC project applications.

3. Eligible Projects

Projects that directly support new or enhanced regional approaches to municipal service delivery are eligible under the IC component. Municipal partnerships are in the best position to consider projects that will provide regional benefit to their residents, businesses, and communities. Partnerships should consider how proposed projects align with broader regional or municipal initiatives, provincial priorities, or legislative regulatory requirements.

Provincial priorities include investment attraction, job creation, efficient public service delivery, and emergency management and disaster mitigation. As such, regional partners may choose to explore regional development and planning, shared service delivery, economic development and growth, emergency preparedness and planning, emergency response, disaster mitigation, or other related projects. New and updated Intermunicipal Development Plans (IDPs), as well as updated Intermunicipal Collaboration Frameworks (ICFs), remain eligible under the IC component.

These IC projects must produce plans, agreements, studies, or frameworks that the partnership can use to determine, establish, or govern integrated or cooperative approaches to municipal service delivery. A municipal service is defined as any activity or work undertaken by, provided for, or on behalf of, a municipality for the purpose of providing good government, facilities or other items that are necessary or desirable to develop and maintain safe and viable communities. Planning is considered a municipal service for the purpose of this component.

A partnership may undertake a regional service planning project to determine such factors as the costs, benefits, governance model options, revenue or cost-sharing arrangements, infrastructure priorities or operational requirements for intermunicipal service delivery.

Applications will be reviewed to ensure that the project supports or creates arrangements for cooperative approaches to delivering services within the partnership, and that the project genuinely produces a regional result. If a project appears to benefit only the participants individually or if it is unclear how the project relates to supporting intermunicipal service delivery, the project may be deemed ineligible.

Certain regional projects may be a better fit under other ACP components or grant programs. Please see the table below for examples.

REGIONAL MUNICIPAL SERVICE DELIVERY – DEVELOPMENT PHASES

PHASE	EXAMPLES OF ELIGIBLE IC PROJECTS ¹	PROJECTS ELIGIBLE UNDER OTHER FUNDING SOURCES
<p>Explore Opportunity To determine if a regional approach to municipal service delivery makes sense.</p>	<ul style="list-style-type: none"> • Regional emergency preparedness, response, and risk mitigation e.g., regional storm water management plan. • Review and establish streamlined regional operational standards. • Asset management. • Evaluate and establish regional development and planning approvals. • Regional service needs or gaps assessment. • Regional service-specific feasibility study. 	<ul style="list-style-type: none"> • Broad exploration of regional governance options (See MR component, Schedule 2). • Facilitator or dispute resolution specialist to prepare regional parties for regional service negotiations (See MCP component, Schedule 3).
<p>Establish Scope Decision tools and guidance documents to determine the best approach to regional service delivery.</p>	<ul style="list-style-type: none"> • Service-specific delivery options. • Regional service delivery expansion studies and needs assessments. • Regional service cost-sharing models. • Regional service-specific business plan or strategy, e.g., regional water engineering business plan or regional transit strategy. • Develop a regional growth plan. • Develop an approach or conduct a review of existing regional services to create operational efficiencies. • Develop a regional Indigenous collaboration strategy. 	<ul style="list-style-type: none"> • Regional governance study and/or business case (See MR component, Schedule 2).
<p>Lay Groundwork Establish formal frameworks and agreements to prepare for implementation of cooperative and integrated services among partners.</p>	<ul style="list-style-type: none"> • Establish or update regional emergency management frameworks. • Establish or update regional business continuity plans. • Legal framework for a regional service delivery authority. • Intermunicipal service sharing agreements (for instance, regional solid waste and recycling governance model and management system). • Develop a regional municipal service delivery business plan. • Conduct a cost and site location analysis. • Establish or update regional municipal service bylaws and service sharing agreements. • Develop a regional communication strategy and materials. • Develop cost- and revenue-sharing models. • New or amended IDPs, updated ICFs, including MDPs developed in support of the above. 	<ul style="list-style-type: none"> • Cost and site location analysis (Local Government Fiscal Framework – Capital²). • Development of regional frameworks, land-use and other municipal, regional, and statutory plans, service sharing agreements and cost models, communication strategies, and cost and site location analysis (Local Government Fiscal Framework – Operating³).
<p>Deliver Service Implementation and direct delivery of the regional service.</p>	<p>Capital projects and operating pilots are not eligible.</p>	<ul style="list-style-type: none"> • Facility construction; equipment purchases (Local Government Fiscal Framework - Capital², Canada Community-Building Fund²). • Set up and ongoing regional service delivery costs (Local Government Fiscal Framework - Operating³).

¹Projects previously approved under the Alberta Community Partnership can be found at: <https://open.alberta.ca/publications/alberta-community-partnership-approved-projects>

² Information about these programs is available at <https://www.alberta.ca/municipal-affairs-funding-programs>

A) Itemized Expenditure Breakdown

Expenditures should be directly attributable to the project outcomes and may include contract and project management costs.

An itemized breakdown of all expenditure items and estimated project costs must be provided under the Budget section of the application form. The list of estimated project costs should specifically identify the types of consultant activities (e.g., development of specific plans, facilitation of stakeholder consultations, conducting a service inventory, consultant travel expenses, project management), and vendor costs (e.g., advertising, public consultation venue rental, and offsite printing).

If the budget expense item is general or vague, or if it is unclear how an expenditure item relates to the proposed regional service planning or development activities, the expenditure may be deemed ineligible.

B) Ineligible Project Costs

Capital expenditures, such as project expenditures associated with the construction, purchase, or betterment of capital assets or equipment.

Costs associated with the direct implementation or existing and ongoing operational costs related to the delivery of regional or municipal services, including costs associated with:

- hardware or software purchases, installation, or upgrades;
- hosting;
- municipal reimbursements (e.g., travel, meals, per diem);
- office set-up;
- ongoing or regular salary expenses;
- operational service pilots;
- overhead expenses;
- routine or regularly occurring data gathering;
- system updates or maintenance; and
- training.

4. Application Process

Applications under the IC component are due October 1 of the current program year. No applications will be accepted after the due date.

Only one application per managing partner per program year will be considered. If an applicant submits more than one grant application as a managing partner, the first submitted application will be evaluated for funding.

Ensure that all relevant sections of the application form are completed prior to submission, as incomplete applications may result in a lower score relative to other submitted grant applications. The evaluation of your grant application will be based only on the information submitted on the application form. Supplementary documentation will not be reviewed and will not impact the application evaluation and ranking.

5. Grant Amounts

The maximum grant available per project is \$200,000.

6. Component Conditions

Applications under the IC component must involve a partnership of two or more eligible entities, as defined in the Eligible Entities section.

Eligible entities may participate in multiple project partnerships but may only be the managing partner on one IC project per program year.

The managing partner is the partnership member that submits the grant application on behalf of the partnership, enters into the grant agreement, receives and manages the grant funds on behalf of the partnership, and reports to the ministry on project

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expenditures and outcomes. All other formal partners are referred to as project participants. The managing partner and project participants must confirm their project involvement through council resolutions or motions. The resolutions or motions should confirm support for their involvement in the project and designate a managing partner.

If all council resolutions or motions are in place, the managing partner **must** certify this on the application form. If council resolutions or motions are passed after the application is submitted, the managing partner must notify Municipal Affairs as soon as possible. Copies of the resolutions or motions are to be retained but do not need to be submitted unless requested by Municipal Affairs.

Projects that have all resolutions in place at the time of submission may be considered more project ready than applicants obtaining resolutions after the application deadline.

7. Payment of Funds

ACP funds will be paid following legislative approval of the provincial budget and is contingent on a Conditional Grant Agreement (CGA) being duly executed.

IC grant funds are provided in phased installments. Seventy-five per cent of funds will be provided following the execution of the CGA. A holdback of twenty-five per cent of the funding will be paid upon submission and certification of the SFE following project completion.

8. Time Period to Use Grant Funds

Grant recipients can retroactively apply grant funds towards approved projects effective April 1 of the program year unless otherwise stipulated in the CGA. No costs incurred prior to April 1 of the program year may be attributed to the grant.

When completing the application, select a reasonable project completion date that will allow sufficient time for the partnership to complete the project. This is the date by which all eligible project costs must be incurred and the use of grant funds expire. If the partnership experiences unforeseen delays that will impact the timely completion of the project, a time extension request for the CGA may be considered.

Municipal partnerships are strongly encouraged to complete projects by the project completion date identified in the CGA, as established project scope and time parameters align with the municipal commitment to the project that moves the project forward from planning to implementation.

Funding that is not expended by the project completion date in the CGA must be returned to the Government of Alberta.

9. Reporting Requirements

The grant recipient must submit an SFE (see main guidelines section 13.2) and may be asked to provide additional reporting on the outcome of the grant.

SFEs must be submitted within 60 days of the project completion date, or sooner if the project is completed prior to the Project Completion date.

Schedule 1B – Evaluation of IC Applications

IC grant applications will be scored using the following evaluation criteria to establish a primary ranking of projects based on merit and alignment with current program priorities.

While not exhaustive, additional information has been provided in the evaluation criteria that may assist when preparing your application. The application should clearly demonstrate how the project will benefit the unique circumstances and priorities of the regional partnership. It is expected that responses are customized to reflect your specific project, and this will be reflected in scoring.

Funding recommendations will be made by a panel of program staff and may incorporate additional relevant factors such as geographic distribution of funds, past initiative funding, distribution of funds across service areas, and grant program reporting and compliance considerations.

PROJECT OUTCOME

1. Project results in improved level of integrated municipal service delivery for the region. **Maximum points: 25** *Corresponding application questions: 1, 2a & 2b*

- **High score:** project results in significantly improved level of regional municipal service delivery.
- **Low score:** project has limited impact on the level of regional municipal service delivery.
- When drafting your response, consider:
 - regional service gaps that will be addressed;
 - service delivery efficiencies (cost, resources) expected to be realized, and how they will enhance the scale or scope of service delivery; and
 - details that fully describe the new or enhanced regional municipal service delivery project.

2. Project results provide broader benefits to the partnership. **Maximum points: 20** *Corresponding application questions: 2a & 2b*

- **High score:** regional strengths and opportunities are leveraged, bringing significant benefit to the partnership and other municipalities and organizations in the region.
- **Low score:** project has limited benefit for participating municipalities.
- When drafting your response, consider:
 - short- and long-term benefits to regional residents, businesses, and communities;
 - how the benefits will be shared among the partners; and
 - outcomes that contribute to economic growth and development or other efficiencies that will be realized within the region.

PROJECT PRIORITY

3. Project has been established as a priority for the region. **Maximum points: 15** *Corresponding application question: 3a*

- **High score:** project has been identified as a critical priority under a formal initiative (e.g., municipal strategic plan; watershed quality management; economic development; emergency services; red tape reduction).
- **Low score:** priority has not been clearly identified and project does not appear to align with broader regional or municipal plans.
- When drafting your response, consider:
 - project alignment with a regional or provincial priority; and
 - project alignment with legislative or regulatory requirements.

4. Project funding will help the partnership to resolve capacity-related barriers in order to undertake the project.

Maximum points: 10
Corresponding application question: 3b

- **High score:** the need for project funding is clear. Funding support will enable the partnership to undertake a regional initiative that requires additional expertise or resources beyond the existing capacity of the municipalities.
- **Low score:** grant approval will have a minimal impact on the partnership's current ability to undertake the project.
- When drafting your response, consider:
 - project complexity and immediacy of need; and
 - regional impact if the project is unable to proceed.

PARTNERSHIP AND PROJECT READINESS

5. Regional partners are actively engaged in project delivery and have the fundamentals (such as ICF protocols) in place to support project success.

Maximum points: 15 *Corresponding application questions: 4a & 4b*

- **High score:** project is collaborative and all participating municipalities have the ability to influence project outcomes. Processes are in place to facilitate input into decision-making and resolve conflict.
- **Low score:** project delivery is driven by a third party, and it is unclear how municipal partners will be involved.
- When drafting your response, consider:
 - protocols in place to facilitate partnership engagement;
 - tools to ensure partnership input on decision-making; and
 - dispute resolution processes to resolve potential conflict.

6. Project is well-planned.

Maximum points: 5 *Corresponding application questions: 4c and 4d*

- **High score:** project planning appears completed. There are no significant concerns regarding the partnership's ability to execute the project successfully and achieve the expected benefits.
- **Low score:** insufficient information was provided to determine extent of planning for project delivery.
- When drafting your response, consider:
 - identification of project milestones or phases; and
 - potential risks at each phase, and strategies to mitigate potential issues that may hinder on-time project completion.

PARTNERSHIP BUDGET

7. Project budget estimates are supported.

Maximum points: 10 *Corresponding application question: 5a & 5b*

- **High score:** the basis for the budget estimates and requested grant amount was identified, and project costs appear reasonable.
- **Low score:** insufficient information was provided to determine the basis of estimated project costs and requested grant amount.
- When drafting your response, consider:
 - comprehensive project cost estimates from potential vendors or research on comparable project costs;
 - itemized project costs for each phase of the project; and
 - project costs are linked to scope of work identified under application question 4c.

Schedule 2 – Municipal Restructuring

1. Objective

The Municipal Restructuring (MR) component provides financial support to municipalities for projects associated with regional governance and municipal restructuring processes such as amalgamation, dissolution, or viability reviews.

The objectives of MR funding are to assist municipalities with the cost of:

- completing studies that may result in municipal restructuring or regional governance;
- infrastructure audits for municipalities undergoing a viability review or following a dissolution;
- transition following a dissolution or amalgamation; and
- debt servicing and critical infrastructure upgrades following a dissolution or amalgamation.

2. Eligible Entities

The following entities are eligible for funding under the MR component:

- Municipalities (cities, towns, villages, summer villages, municipal districts, specialized municipalities, and Special Areas).

3. Eligible Projects

Restructuring Study Stream

The Restructuring Study Stream provides funding towards one of the following types of studies associated with municipal restructuring:

- regional governance study involving 2 or more municipalities which must include the exploration of options that may lead to some form of municipal restructuring; and
- infrastructure audit (during viability reviews).

Transitional Stream (Post-Restructuring)

The Transitional Stream supports eligible projects following the effective date of dissolution or amalgamation related to integrating the administration, governance, and legislation of the restructured municipality.

Examples of eligible projects include:

- financial audit of pre-restructured municipality/municipalities;
- community engagement activities including, but not limited to, advertising, public notices, and signage to communicate with residents, ratepayers and other stakeholders following restructuring;
- infrastructure audit or asset management plan following dissolution;
- integration or migration of administrative systems including, but not limited to, accounting and financial, assessment, communications, geographic information systems, information technology, and records management and taxation systems;
- legal and legislative costs including, but not limited to, contracts review, land title fees, electoral boundaries review, conducting by-elections, and bylaw and policy reviews;
- library costs including, but not limited to, establishment of new municipal library boards in the receiving municipality or amalgamated municipality;
- organizational review to optimize the structure and processes of the municipality;
- personnel costs including, but not limited to, additional staff time associated with the post-restructuring transition, staff training, and severance for staff employed in the former municipality or municipalities; and
- relocation of municipal operations in the dissolved or amalgamated municipality.

Infrastructure/Debt Servicing Stream (Post-Restructuring)

The Infrastructure/Debt Servicing Stream supports upgrades to existing, municipally-owned capital infrastructure assets and equalization of any outstanding non-utility debt obligations of the dissolved municipality, or of the amalgamated municipalities. The receiving municipality or amalgamated municipality may apply for funds once needs are known and prioritized.

Examples of eligible projects include:

- repairs and upgrades for existing, municipally-owned infrastructure based on an infrastructure audit, asset management plan, or supporting documentation from the past five years that identify the priority project(s) that needs to be addressed;
- work needed to meet infrastructure and environmental standards that directly affects the dissolved municipality or the health and safety of residents; and
- repayment of non-utility debt and the reduction of liabilities associated with the former municipality(ies).

4. Application Process

Applicants are encouraged to contact a Municipal Viability Advisor prior to completing an application for regional governance and amalgamation studies. Please note, municipalities are no longer required to submit an application for infrastructure audits when the Minister has approved that a viability review be undertaken or for transitional or infrastructure/debt servicing, where the Lieutenant Governor in Council has approved an Order-in-Council amalgamating or dissolving one or more municipalities.

Municipal Viability Advisors can be reached by telephone at 780-427-2225 (toll-free in Alberta by first dialing 310-0000), or by email at viabilityreview@gov.ab.ca.

5. Grant Amounts

A) Restructuring Study Stream

The maximum amount available under the Restructuring Study Stream for infrastructure audits as part of a viability review is \$120,000.

The maximum amount available under the Restructuring Study Stream for a regional governance study and/or amalgamation study project is \$200,000, available in two phases: up to \$100,000 for a preliminary study (Phase 1), and the remainder to prepare a report on negotiations after one or more participating municipality initiates amalgamation proceedings pursuant to the *Municipal Government Act* (Phase 2).

In the case of an amalgamation study where an application is submitted by a municipality as managing partner, in cooperation with all municipalities jointly exploring amalgamation, the managing partner will be eligible for up to 100 per cent of the maximum grant.

In the case of a regional governance study and/or amalgamation study where an application is submitted by a municipality that wishes to initiate amalgamation proceedings with one or more other municipalities without unanimous agreement with the proposed partners, the initiating municipality will be eligible to apply for up to 10 per cent of the maximum grant to use towards the project. If all the municipalities party to the project agree to request the remaining funding, then up to the remaining 90 per cent may be approved and the initiating municipality would continue as the managing partner for the grant.

B) Transitional Stream (Post-Restructuring)

The total amount available under the Transitional Stream following the effective date of the restructuring is a base amount of \$100,000 plus \$500 per capita (to a maximum of 300 persons per municipality) for each dissolving municipality, or for each amalgamating municipality excluding base and per capita funding for the municipality with the largest population (based on the 2023 Municipal Affairs Population List).

C) Infrastructure/Debt Servicing Stream (Post-Restructuring)

The total amount available under the Infrastructure/Debt Servicing Stream, following the effective date of the restructuring, is a base amount of \$500,000 plus \$1,500 per capita (to a maximum of 300 persons per municipality) for each dissolving municipality, or for each amalgamating municipality excluding base and per capita funding for the municipality with the largest population (based on the 2023 Municipal Affairs Population List).

6. Component Conditions

General Conditions for all MR component grants:

- A council resolution from the applicant must be submitted with the application for all MR streams.
- Council resolutions from other municipalities that are participating in the project (e.g., regional governance study or amalgamation study) or from municipalities that may be directly affected by the municipal restructuring (e.g., receiving municipality) should be in place and a copy of the council resolution submitted with the application.
- Municipalities involved in the projects may not separately apply under the MR component for the same study or restructuring process.
- Unused transitional grant funds cannot be applied to infrastructure projects, and vice versa.
- Applicants that have received restructuring grants in support of municipal restructuring that occurred prior to January 2014 are not eligible for MR funding.

If the cost of a project exceeds the maximum grant amounts, the municipality or municipalities involved are expected to cost-share or use other grant sources for the remainder of the project costs.

Conditions Specific to the Restructuring Study Stream (Infrastructure Audit):

- Applicants that receive funding are required to use the Viability Review Infrastructure Terms of Reference template as part of their procurement documentation. The template can be obtained by contacting a Municipal Viability Advisor by telephone at 780-427-2225 (toll-free in Alberta by first dialing 310-0000), or by email at viabilityreview@gov.ab.ca.

Conditions Specific to the Transitional Stream (Post-Restructuring):

- All grant funding applied for under this stream must be accounted for separately by the receiving municipality in accordance with the Order-in-Council that dissolved the former municipality.

Conditions Specific to the Infrastructure/Debt Servicing Stream (Post-Restructuring):

- Funding to be used for existing, municipally-owned infrastructure projects is conditional upon the completion of an infrastructure audit/ asset management plan in the past five years, which assists with identifying and prioritizing critical infrastructure and municipal needs. If a recent infrastructure audit, asset management plan, engineering study or related documentation does not already exist, eligible entities may apply for funds through the Transitional Stream to support an infrastructure audit or an asset management plan.
- Infrastructure projects must be located within the geographic boundaries of the dissolved municipality, or if the infrastructure project is located outside the dissolved municipality, the project must directly benefit the residents and property owners of the dissolved municipality.
- Funding to be used for debt servicing requires receipt of audited financial statements of the dissolved or amalgamated municipality(ies) following restructuring.
- Debt reduction or debt servicing funds can only be applied to the debt of the former municipality(ies) that transferred to the receiving/newly formed municipality.
- If grant funding was applied for following restructuring, grant funds must be accounted for separately by the receiving municipality (dissolution) or newly formed municipality (amalgamation) in accordance with the Order-in-Council that dissolved or amalgamated the former municipality(ies).

7. Payment of Funds

ACP funding will be paid following legislative approval of the provincial budget and is conditional on a Conditional Grant Agreement (CGA) being duly executed.

When approved applications exceed the current year's budget allocation for the Municipal Restructuring Component, the ministry reserves the right to provide an initial payment and, if budget permits, provide the remaining funding in the next fiscal year, at the discretion of the ministry and as described in the CGA.

8. Time Period to Use Grant Funds

Successful applicants can apply grant funds towards approved projects effective April 1 of the current program year unless otherwise stipulated in the CGA. Infrastructure audits funded through the Restructuring Study stream must be completed within 12 months, while regional governance studies and post-restructuring projects must be completed within two years.

Funding that is not expended within the project completion date in the CGA must be returned to the Government of Alberta.

9. Reporting Conditions

The grant recipient must submit an SFE (see main guidelines section 13.2) and may be asked to provide additional reporting on the outcome of the grant.

Upon completion, a copy of the audit report or regional governance study funded under the Restructuring Study Stream must be submitted to the Municipal Capacity and Sustainability Branch of Municipal Affairs at viabilityreview@gov.ab.ca.

Schedule 3 – Mediation and Cooperative Processes

1. Objective

The Mediation and Cooperative Processes (MCP) component provides support to municipalities to develop collaborative protocols and processes to proactively manage conflict, or to assist in the negotiation of service agreements, land-use disputes, annexations, Intermunicipal Collaboration Frameworks or intermunicipal planning tools (such as an Intermunicipal Development Plan or Joint-Use Planning Agreement).

This enables municipalities to rely on an agreed-upon process for collaboration. This component also supports municipalities in using mediation, facilitation, or other dispute resolution alternatives to resolve intermunicipal conflict as local solutions provide the ability to control the outcomes and create options in the best interests of residents. This component is comprised of a Mediation stream and Cooperative Processes stream.

2. Eligible Entities

The following entities are eligible for funding under the MCP component:

- Municipalities (cities, towns, villages, summer villages, municipal districts, specialized municipalities, and Special Areas);
- Improvement Districts;
- Metis Settlements; and the
- Townsite of Redwood Meadows Administration Society.

3. Eligible Projects

A) Mediation Stream

The Mediation stream funds a mediator or third-party facilitator's fees and travel costs to support mediation or facilitative services to develop local solutions to conflicts municipalities may be having with their municipal neighbours, regional services commissions or other boards or agencies.

Eligible projects include:

- mediating conflict or facilitated negotiations between two or more municipalities, including ICF implementation or interpretation; and
- mediating conflict or facilitated negotiations between a municipality and another entity (which may include regional services commissions, school boards, library boards, First Nations, or Metis Settlements).

B) Cooperative Processes Stream

The Cooperative Processes stream provides proactive support to municipalities for building relations and cooperative processes within and between municipalities through the Collaborative Governance Initiative (CGI). There are three types of cooperative processes within this stream.

- **Protocol Development** funds a consultant or an appropriate expert's fees and travel costs to assist in creating collaborative principles, processes and protocols using consensus. This may involve an internal process with one municipality or an external process between multiple municipalities.
 - An internal process example for a single municipality is when a municipality has a lack of consensus so a consultant is hired to help with the development of council and staff protocols and procedures regarding meeting management, roles and responsibilities, and strategic direction.
 - An external or multi-party example for groups struggling to work collaboratively would be to hire a consultant to facilitate discussions between multiple municipalities to assist with the development of cooperation protocols.
- **Protocol Implementation** funds the implementation of the principles, processes, and protocols created in the Protocol Development. That is, piloting, testing, and adjusting the protocols to achieve the desired objective.

- **Intermunicipal Collaboration Framework Negotiation** funds a mediator or third-party facilitator's fees and travel costs to assist in the negotiation of ICFs, IDPs or any planning or service agreements. For example, neighbouring municipalities with contentious or complex negotiations who require a third party in order to renegotiate an ICF, IDP or any related intermunicipal planning or service agreements.

The objective of IDP and ICF funding support offered through the MCP component is to help municipalities access third-party facilitators or mediators if they have a **demonstrated need** for such services in the implementation or interpretation of their agreements.

Applicants seeking grant funds to assist with contracting technical resources and expertise to develop an IDP or update an ICF, and who do not need additional negotiation support, should consider the IC component (see Schedule 1A).

4. Application Process

Applications are typically completed after discussion with Ministry staff. Contact Municipal Collaboration staff at 780-427-2225 (toll-free in Alberta by first dialing 310-0000) prior to completing the form.

For all funding streams under this component, an applicant is required to complete an application that is supported by council resolutions or appropriate motions from all project participants. In the absence of council resolutions, an application may be submitted with a letter from the requesting municipality (with a copy to the partnering municipalities) that demonstrates support for the project and is signed by Chief Elected Official.

All MCP component applications will be considered throughout the year up until February 3 of the current program year.

Decisions will be based on information provided in the ACP application form regarding the project's complexity and the immediacy of need. The degree of complexity will consider the number of issues, services, or factors that need to be negotiated and the number of municipalities involved. The immediacy of need for facilitation or mediation assistance will be based upon the following factors but not limited to:

- Degree of conflict or disagreement;
- History of conflict between the municipalities;
- Capacity to facilitate or resolve the issues or to collaborate; and
- Likelihood of the conflict to escalate.

5. Grant Amounts

The MCP component has funding maximums as follows:

- Mediation Stream: \$15,000
- Cooperative Processes Stream:
 - Protocol Development: \$50,000
 - Protocol Implementation: \$30,000
 - Intermunicipal Collaboration Framework Negotiation: \$50,000

The Minister may vary these maximum amounts and cost-share contributions (see section 6 below) in extraordinary or highly contentious projects.

6. Component Conditions

For projects involving cost-share or matching municipal contributions, the following verifiable in-kind expenses are eligible:

- Costs to rent space for project-related meetings or stakeholder consultations; and
- Overtime hours for municipal staff dedicated to the project.

Conditions Specific to the Mediation Stream:

The Mediation stream grant of up to \$15,000 provides one-third of the cost of mediation and is conditional on the municipal partners contributing two-thirds of the total costs. For example, to receive a maximum mediation grant of \$15,000, the municipal partners would need to contribute an additional \$30,000, reflecting a total project cost of \$45,000.

Conditions Specific to the Cooperative Processes Stream:

Cooperative Processes stream grants are conditional upon the municipalities matching the grant funding, and can include verifiable in-kind contributions. For example, to receive a maximum ICF Negotiation grant amount of \$50,000, the municipal partners would need to contribute an additional \$50,000, reflecting a total project cost of \$100,000. The matching amount must be expended proportionately to the grant funding amount.

Municipalities must complete all reporting requirements under Protocol Development prior to submitting an application for funding under Protocol Implementation. Reporting must demonstrate the progress in the project and that all funding has been fully expended prior to submitting a Protocol Implementation application.

7. Payment of Funds

Funding will be paid following legislative approval of the provincial budget and is conditional on the following:

- a Conditional Grant Agreement (CGA) being duly executed; and
- for the Mediation stream, by way of installment upon receipt of a copy of the mediator's invoices submitted that demonstrates project costs; or
- for the Cooperative Processes stream, by way of lump-sum payment.

8. Time Period to Use Grant Funds

Successful applicants can apply grant funds towards approved projects retroactive to April 1 of the current program year unless otherwise stipulated in the CGA. The project completion date will be determined in conjunction with ministry staff and should ensure that it allows sufficient time for all reporting activities to be completed (typically one to two years). If the funding will not be expended by the agreed to project completion date, a time extension request must be submitted (see main guidelines section 9.2). Any grant funds unexpended upon completion or termination of the project shall be returned to the Government of Alberta.

9. Reporting Conditions

The grant recipient must submit an SFE (see main guidelines section 13.2), and may be asked to provide additional reporting on the outcome of the grant.

Upon completion, a copy of the report or study funded under the Cooperative Processes stream must be submitted to the Municipal Capacity and Sustainability Branch of Municipal Affairs at municipalcollaboration@gov.ab.ca

Schedule 4 – Municipal Internship

1. Objective

The Municipal Internship (MI) component provides support to municipalities and planning service agencies to recruit, train, and retain municipal employees who can progress into leadership positions in Alberta municipalities. The intent of this program is to provide recent post-secondary graduates with the opportunity to develop knowledge, skills, and experience so that they may pursue careers in municipal administration, finance, or land-use planning and help build the capacity of Alberta's municipal sector.

Host organizations provide hands-on work experience, coaching, mentoring, and learning opportunities to their interns. To support hosts, the ministry provides a workplan template (see section 2 below) customized to the organization's priorities and projects, and grant funding to help cover the costs of hosting an intern. Both interns and hosts are supported by the ministry's program team, which provides learning resources, professional development opportunities, coaching, and program guidance.

Interns bring knowledge, energy, and desire to learn to their host organizations. Through their experience in the program, interns gain a broad understanding of municipal government and administration and develop technical skills and competencies in one of three program streams:

- **Administrator:** for post-secondary graduates from any academic discipline. An Administrator intern is supervised by a senior member of the organization, participating in a wide variety of tasks and projects, and exploring potential career paths in their areas of interest. Interns in this stream will focus on building skills and knowledge in policy, management, and operations.
- **Finance Officer:** for post-secondary graduates from an accounting discipline. A Finance Officer intern is supervised by a senior finance officer who supports them in their work in the finance department, and ensures the intern has an opportunity to supplement that learning with experiences in other departments. Interns in this stream may choose to pursue their Chartered Professional Accountant designation.
- **Land-Use Planner:** for post-secondary graduates from a land-use planning or related program. Host organizations must undertake the majority of land-use planning activities in-house. A Land-Use Planner intern is supervised by a senior planner (on staff) who supports the intern in their work in the planning department, and ensures the intern has an opportunity to supplement that learning with experiences in other departments. Interns in this stream may choose to pursue their Registered Professional Planner (RPP) certification.

2. Internship Workplan

The Municipal Internship Workplan is designed to ensure a broad variety of experience for interns so they may start building a well-rounded understanding of municipal operations and management during their term. The Workplan provides both a common structure and flexibility for customization so each host can create a plan that will best support its priorities and current activities, as well as support the host's intern in their area of interest and education.

The Workplan consists of six "core" learning areas in which **all** interns will gain work experience, skills, and knowledge, regardless of program stream:

- municipal government in Alberta (history, structure, and legislation);
- governance (council);
- management (administration);
- financial services;
- human resources; and
- land-use planning.

Finance Officer and Land-Use Planner interns will explore their respective department areas in more depth during their term.

The Workplan provides further recommended activities and learning opportunities in other municipal functions to supplement the core areas. Host municipalities will determine which of these areas will be part of their intern's experience based on municipal priorities and projects, and their intern's skills, interests, education, and career goals.

These additional areas include (but are not limited to):

- agricultural services and agricultural services boards;
- assessment and taxation;
- communications;
- community services;
- economic development;
- emergency and protective services;
- infrastructure, public works and transit;
- intergovernmental relations;
- legislative services; and
- public library services.

3. Eligible Entities

The following entities are eligible under the MI component:

- municipalities (cities, towns, villages, municipal districts, and specialized municipalities);
- the Edmonton Metropolitan Region Board and Calgary Metropolitan Region Board (Land-Use Planner stream only); and
- intermunicipal planning service agencies (Land-Use Planner stream only).

Applicants must also meet specific population thresholds to be eligible (based on the 2023 Municipal Affairs Population List):

PROGRAM STREAM	POPULATION RANGE
Administrator	Between 700 and 75,000
Finance Officer	Between 2,500 and 125,000
Land-Use Planner	Between 5,000 and 125,000

Required Host Characteristics:

To be considered as a host for an intern, the organization must demonstrate:

- A strong council-administration or board-administration relationship exists and there is a strong commitment from both to have an intern;
- An organizational commitment to the Internship program's goals and requirements of the Workplan;
- A dedicated supervisor is appointed for the intern and an additional staff member is available as an alternate. The supervisor is to be the chief administrative officer or a senior manager (Administrator stream); a senior financial officer (Finance Officer stream); or a senior planner (Land-Use Planner stream);
- The organization undertakes the majority of their planning in-house and have a senior planner on staff (preferably with a RPP designation) (Land-Use Planner stream only);
- Land-Use Planner and Finance Officer interns are supported to pursue their professional designations (Registered Professional Planner and Chartered Professional Accountant, respectively) should they wish to achieve these credentials;
- A sufficient commitment of resources, both financial and staff, can be made; and
- An ability to provide learning opportunities and hands-on experiences in a wide range of municipal management and operational tasks, and an interest in providing coaching, mentoring, and sharing of knowledge with an intern.

4. Eligible Projects

The MI component has three streams. An eligible municipality or organization can apply under any or all of the streams of this program component in a program term; however, the applicant must complete separate applications as each stream is evaluated separately.

Host municipalities are expected to dedicate sufficient time, support and financial resources to the project, and demonstrate an organizational commitment to the vision and purpose of the Internship Program.

Administrator

The Administrator stream allows for the hosting of an intern for an 18-month term. An Administrator intern is supervised by a senior member of the organization who supports the intern with developing competency in policy development and project management, as well as transferring knowledge about governance, management, and operations of municipalities. The supervisor is also expected to support the intern with the coordination of rotations through departments across the organization, assignment of tasks, projects and other work that develops the intern's skills, and provides opportunities for the intern to explore career paths within municipal government.

Finance Officer

The Finance Officer stream allows for the hosting of an intern for an 18-month term. A Finance Officer intern is supervised by a senior finance officer who supports the intern with developing competency in public sector accounting, budgeting, financial analysis, and financial reporting. The supervisor is also expected to support the intern with the coordination of rotations through departments across the organization, assignment of tasks, projects and other work that develops the intern's skills, and provides opportunities for the intern to explore career paths within municipal government. Host municipalities are expected to support their intern in pursuing their Chartered Professional Accountant designation should the intern wish to do so.

Land-Use Planner

The Land-Use Planner stream allows for the hosting of an intern for an 18-month term. Host organizations must undertake the majority of land-use planning activities in-house. A Land-Use Planner intern is supervised by a senior planner (on-staff) who supports the intern in their work in developing competency in the development and maintenance of statutory and non-statutory plans, development processes and project management. The supervisor is also expected to support the intern with the coordination of rotations through departments across the organization, assignment of tasks, projects and other work that develops the intern's skills, and provides opportunities for the intern to explore career paths within municipal government. Host organizations are expected to support their intern in pursuing their Registered Professional Planner accreditation should the intern wish to do so.

For all streams, host organizations are expected to provide their intern with experience across the key functional areas of municipal operations and management. Municipalities that are not able to offer an intern experience in all of the functional areas are encouraged to partner with another municipality, a regional services commission, or an intermunicipal planning services agency to provide their intern with the relevant experience in that area. The lead, or "managing partner" must be a municipality that meets the eligibility requirements in section 3. This municipality submits the application, receives the grant funding, and is responsible for ensuring the intern Workplan is implemented and submitting grant reporting.

Generally, the partnering municipalities share the intern's time (e.g., two or three months on a rotating basis) or the term may be split into two nine-month blocks. The partners also split the costs associated with hosting an intern. The name of the partnering municipalities and details of how the partnership is to be implemented are required in the Grant Application Form. Program staff can provide recommendations on partnership hosting arrangements.

5. Application Process

An eligible municipality or organization can apply under any or all of the streams of this program component in a program year; however, a separate application is required for each stream.

Each project application submitted to Municipal Affairs will be reviewed to ensure it meets the requirements outlined in these guidelines. Once a project is assessed, a recommendation is forwarded to the Minister of Municipal Affairs. All decisions by the Minister are final. Applicants will be advised in writing of the status of their submission.

Applications are due by October 1, 2024 and are evaluated after the deadline. Host organizations are selected and funding is awarded based on information provided in the application form up to the maximum number of internship positions available in the program year.

6. Grant Amounts

Grant funding of \$60,000 per host municipality is provided, and allocated as follows:

Compensation	Host municipalities are recommended to pay their intern in the range of \$48,000 to \$58,000 in salary per year (\$70,500 to \$85,500 for 18 months).
\$53,000	The grant will provide \$53,000 to each host municipality to cover some of the intern’s salary, benefits and other payroll deductions.
	As interns may not qualify for some benefit plans due to their temporary or contract status, the host municipality may consider offering a health spending or wellness account to their intern.

Expenses	Includes: recruitment, relocation, professional development, safety equipment, association membership fees, and electronic equipment. Costs for supervisors to attend in-person Internship workshops can also be allocated to this category.
\$7,000	

7. Payment of Funds

Funding will be paid following legislative approval of the provincial budget and is subject to a Conditional Grant Agreement (CGA) being duly executed.

8. Time Period to Use Grant Funds

Successful applicants can apply grant funds to eligible project expenditures as per project timelines stipulated in the CGA. Interns may start their employment between April 28 – June 6, 2025. Internships are to be completed 18-months from the intern’s start date.

9. Reporting Conditions

The grant recipient must submit an SFE (see main guidelines section 13.2). Additionally, supporting documentation is required and includes a Workplan, an Intern Interim Report, a Supervisor Interim Report, an Intern Final Report, and a Supervisor Final Report, as per the CGA.

Schedule 5 – Strategic Initiatives

1. Objective

The Strategic Initiatives (SI) component provides grants for initiatives in which the project outcomes are of ministry or provincial strategic significance and do not align with the other program components.

2. Eligible Entities

The following entities are eligible for grants under the SI component:

- the Edmonton Metropolitan Region Board and the Calgary Metropolitan Region Board;
- municipalities (cities, towns, villages, summer villages, municipal districts, specialized municipalities, improvement districts, and Special Areas);
- Metis Settlements;
- Townsite of Redwood Meadows Administration Society; and
- municipal professional administrative organizations.

3. Eligible Projects

Eligible projects include:

- support for the operations of metropolitan growth management boards;
- support for training and development for municipal professional administrative organization members and staff; and
- projects of provincial strategic significance that are deemed a ministry priority.

4. Application Process

Contact a Grant Advisor to discuss any proposed SI projects. Grant Advisors can be reached at 780-422-7125 (toll-free in Alberta by first dialing 310-0000) or acp.grants@gov.ab.ca.

5. Grant Amounts

The maximum amount of funding available under the SI component is a ministry determination.

6. Component Conditions

All projects funded through the SI component will need to demonstrate the strategic significance of their project and how it aligns with ministry or provincial priorities.

The Minister may modify any program criteria such as eligibility and application requirements to respond to Government of Alberta and Municipal Affairs' priorities.

7. Payment of Funds

Funding will be paid following legislative approval of the provincial budget and is subject to a Conditional Grant Agreement (CGA) being duly executed.

8. Time Period to Use Grant Funds

Successful applicants can apply grant funds towards approved projects effective April 1 of the program year unless otherwise stipulated in the CGA. Applicants determine the appropriate project completion date to be specified in the CGA and should ensure that the project completion date allows sufficient time for all reporting activities to be completed. If the funds will not be expended by the agreed to project completion date, a time extension request should be submitted (see main guidelines section 9.2). Any grant funds unexpended upon completion or termination of the project shall be returned to the Government of Alberta.

9. Reporting Conditions

The grant recipient must submit an SFE (see main guidelines section 13.2), and may be asked to provide additional reporting on the outcome of the grant.



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Darrell Derksen, Chief Administrative Officer
Title:	Rail Safety Week Proclamation

BACKGROUND / PROPOSAL:

Mackenzie County received correspondence from CN seeking support to recognize and promote rail safety by acknowledging September 23-29, 2024 as Rail Safety Week in our communities.

Please review attached proclamation.

OPTIONS & BENEFITS:

Rail Safety Week will be held in Canada and the United States from September 23-29, 2024. This is an opportunity for us all to educate the public on rail safety.

COSTS & SOURCE OF FUNDING:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

Post rail safety awareness ads on County Facebook page.

POLICY REFERENCES:

N/A

Author: S Gibson **Reviewed by:** _____ **CAO:** D. Derksen

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That Mackenzie County supports and recognizes the Rail Safety Week by acknowledging and proclaiming the week of September 23-29, 2024, as Rail Safety Week in Mackenzie County.

Author: S Gibson **Reviewed by:** _____ **CAO:** D. Derksen

RESOLUTION
IN SUPPORT OF RAIL SAFETY WEEK

WHEREAS *Rail Safety Week* is to be held across Canada from September 23 to 29, 2024;

WHEREAS, 229 railway crossing and trespassing incidents occurred in Canada in 2023; resulting in 66 avoidable fatalities and 39 avoidable serious injuries;

WHEREAS, educating and informing the public about rail safety (reminding the public that railway rights-of-way are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws) will reduce the number of avoidable fatalities and injuries cause by incidents involving trains and citizens; and

WHEREAS Operation Lifesaver is a public/private partnership whose aim is to work with the public, rail industry, governments, police services, media and others to raise rail safety awareness;

WHEREAS CN and Operation Lifesaver have requested City Council adopt this resolution in support of its ongoing efforts to raise awareness, save lives and prevent injuries in communities, including our municipality;

It is proposed by _____

seconded by _____

It is hereby **RESOLVED** to support national *Rail Safety Week* to be held from September 23 to 29, 2024.





Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Darrell Derksen, Chief Administrative Officer
Title:	La Crete Agricultural Society - Request for Letter of Support

BACKGROUND / PROPOSAL:

See the attached letter from the La Crete Agricultural Society requesting a support letter for their Community Facility Enhancement Program grant application.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

Author: L. Flooren **Reviewed by:** _____ **CAO:** D. Derksen

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That a letter of support be provided to the La Crete Agricultural Society for their Community Facility Enhancement Program grant application for Phase II of the Construction of the Heritage Restoration Shop.

Author: L. Flooren **Reviewed by:** _____ **CAO:** D. Derksen

La Crete Agricultural Society

Box 791, La Crete AB, T0H 2H0

(780)928-4447

lcheritagecentre@gmail.com

lacreteheritagecentre.weebly.com

Mackenzie County
Box 640
Fort Vermilion, AB
T0H 1N0

August 27, 2024

Dear CEO and council:

We will be applying to Community Facility Enhancement Program for a matching grant to install the utility services to the new Heritage Restoration Shop as well as insulate and finish the interior of the building.

This new shop will aid our museum and local volunteers in the restoration of historical items of significance in our region.

We would like to request a Support Letter from the Mackenzie County to include in our application. Suggested wording has been supplied.

If you have any questions, please feel free to contact me at (780)928-4447.

Sincerely:

Susan Siemens
Secretary/Program Coordinator
La Crete Agricultural Society



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Darrell Derksen, Chief Administrative Officer
Title:	Municipal Ward Boundary and Governance Review – Public Consultation

BACKGROUND / PROPOSAL:

Administration has been directed to present third party options to support Council with Public Consultation is regards to the Municipal Ward Boundary and Governance Review:

MOTION 24-08-584 **MOVED** by Reeve Knelsen

That administration research and bring back options for third party engagement for public consultation regarding the Municipal Ward Boundary and Governance Review to a future council meeting as requested by Municipal Affairs.

CARRIED

Administration has received quotes from two different firms with varying experience with ward boundary and governance review as attached.

In order to facilitate quality public consultation, there needs to be direction as to what to consult the public on. The report itself holds no authority unless Council agrees with the recommendation.

At this time, it remains at the discretion of this Council as to whether or not there needs to be changes to the existing governance structure or ward boundary lines.

If Council considers a different governance structure or ward boundary alignment, this must be presented to the public as a bylaw which can then be consulted upon.

The office of the Minister of Municipal Affairs has stated this and at this time has not offered any direction.

Author: C Smith **Reviewed by:** _____ **CAO:** D. Derksen

OPTIONS & BENEFITS:

Council can action a motion or accept for information.

Council needs to determine whether or not there should be changes to the existing system and the scope of public consultation for the whole municipality.

COSTS & SOURCE OF FUNDING:

ISL - \$40,281

Nichols Applied Management Inc. - \$33,985 - \$44,385

COMMUNICATION / PUBLIC PARTICIPATION:

An amending bylaw will need to be created and given first reading, the bylaw will be subject to a petition and the requirements thereof as per the Municipal Government Act.

Policy ADM056 Public Participation suggests that either Council consult or collaborate with the public.

POLICY REFERENCES:

ADM056 Public Participation

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

For discussion.

Author: C Smith Reviewed by: _____ CAO: D. Derksen

Mackenzie County

Title	Public Participation Policy	Policy No:	ADM056
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Legislation Reference	Municipal Government Act Section 216.1 Public Participation Policy Regulation
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Purpose

Public participation is essential to the municipal decision making process. The purpose of this policy is to recognize the value of public participation and create opportunities for meaningful public participation in decisions that directly impact the public.

This Public Participation Policy does not modify or replace the statutory public hearing requirements in the *Municipal Government Act*.

General Principles

Council recognizes that good governance includes engaging Municipal Stakeholders in Public Participation by:

1. Creating opportunities for Municipal Stakeholders who are affected by a decision to influence the decision;
2. Promoting sustainable decisions by recognizing various Municipal Stakeholder interests;
3. Providing Municipal Stakeholders with the appropriate information and tools to engage in meaningful participations; and
4. Recognizing that although councillors are elected to consider and promote the welfare and interest of the Municipality as a whole and are generally required to vote on matters brought before Council, facilitating Public Participation for matters beyond those where public input is statutorily required can enrich the decision making process.

Definitions

“CAO” means the Chief Administrative Officer of the Municipality or their delegate.

“Consensus Building” means an agreement reached by Council and all interested stakeholders when all parties agree that they can live with the matter being proposed after every effort has been made to meet all relevant interests.

“Council” means the elected governing body of a municipality.

“Delegated decision” means the assignment of decision making authority to public members.

“Municipal Stakeholders” means the residents and ratepayer’s of the Municipality.

“Participatory decision making” means involving public members in the decision making process through shared leadership and the exchange of information, ideas and perceptions.

“Public Advisory Committee” means a Council appointed ad hoc committee on which public members observe, advise and liaise on behalf of all citizens for consideration by Council and Administration. Committee terms of reference are to be developed as required for individual Council decisions.

“Public Participation” includes a variety of non-statutory opportunities where Municipal Stakeholders receive information and/or provide input to the Municipality.

“Public Participation Plan” means a plan in which identifies which Public Participation Tools to be used to obtain public input in a particular circumstance.

“Public Participation Tools” means the tools that may be used, alone or in combination, to create Public Participation opportunities including, but not limited to:

- a. in-person participation which may include at-the-counter interactions, door-knocking, interviews, meetings, round-tables, town halls, open houses and workshops;
- b. digital participation which may include online workbooks, chat groups, webinars, message boards/discussion forums, and online polls or surveys;
- c. written participation which may include written submissions, email, and mail-in surveys, polls and workbooks; and
- d. Representative participation which may include being appointed to an advisory committee, ad hoc committee or citizen board.

Council Responsibilities

5. Council shall:
 - a. Review and approve Public Participation Plans developed by the CAO in accordance with this Policy or as directed by Council;
 - b. Consider input obtained through Public Participation;
 - c. Review this Policy to ensure the Policy complies with all relevant legislation, municipal policies and the spirit and intent of Public Participation;
 - d. Ensure appropriate resources are available to solicit Public Participation in accordance with this Policy;

Administration Responsibilities

6. The CAO shall:
 - a. In accordance with this Policy or as directed by Council, develop Public Participation Plans, for Council approval;
 - b. Implement approved Public Participation Plans;
 - c. Report the findings of the Public Participation to Council;
7. Administration will assess and identify when public participation is necessary and which type of participation should be used. When there is no legislative requirement for public consultation, administration will recommend to Council the level of participation required as per this policy.

Policy Expectations

Legislative & Policy Implications

8. All Public Participation will be undertaken in accordance with the *Municipal Government Act*, the *Freedom of Information and Protection of Privacy Act* and any other applicable legislation.
9. All Public Participation will be undertaken in accordance with all existing municipal policies.
10. This Policy shall be available for public inspection and may be posted to the Municipality's website.

11. This Policy will be reviewed at least once every four years.

Public Participation Standards:

12. Public Participation will be conducted in a sustainable and inclusive manner having regard to different levels of accessibility.

13. Public Participation activities will be conducted in a professional and respectful manner.

14. Public Participation Plans will consider early, ongoing and diverse opportunities to provide input.

15. Municipal Stakeholders who participate in any manner of Public Participation are required to be respectful and constructive in their participation. Municipal Stakeholders who are disrespectful, inappropriate or offensive, as determined by Administration, may be excluded from Public Participation opportunities.

Public Participation Plans

16. When so directed by this Policy or Council, the CAO shall develop a Public Participation Plan for approval by council which shall consider the following:

- a. the nature of the matter for which Public Participation is being sought;
- b. the impact of the matter on Municipal Stakeholders;
- c. the demographics of potential Municipal Stakeholders in respect of which Public Participation Tools to utilize, levels of engagement and time for input;
- d. the timing of the decision and time required to gather input;
- e. what information is required, if any, to participate; and
- f. available resources and reasonable costs.

17. "Schedule A" identifies various events which Public Participation is required and what type of participation will be used.

18. "Schedule B" identifies the Public Participation Tools that may be used.

19. The CAO or designate is responsible for ensuring that this policy is enforced.

	Date	Resolution Number
Approved	2015-09-30	15-09-669
Amended	2018-07-25	18-07-522
Reviewed	2023-08-16	23-08-651

**SCHEDULE “A”
Public Participation Plans**

Category	Event	Type of Participation
Council	Annual Budget	Inform
	Annual Report	Inform
	Strategic Plan	Inform
	Bylaw Review and Development	Inform or Consult
	Policy Review and Development	Inform
Planning and Development	New or Amended Municipal Development Plan, Area Structure Plans, Land Use Bylaw	Consult
	New or Amended Area Redevelopment Plans	Consult
	Planning Documents (ie. engineering standards, information management plans, etc.)	Consult or Collaborate
	New or Amended Community Sustainability Plan	Consult or Collaborate
Protective Services	Change in Service Level for Fire Department or Bylaw Enforcement	Inform
	Municipal Emergency Plan	Inform
Operations	Public Works Affecting Adjacent Landowners	Inform
	Construction of Infrastructure	Inform
	Traffic Management and Studies	Inform or Consult
Community Services	New Development Plans of Trail, Park or Green Space	Consult or Collaborate
	Public Access Buildings New Development or Closure	Consult or Collaborate
	Master Plans	Consult or Collaborate
Utilities	Construction of Infrastructure	Inform
	Studies	Inform or Consult

**SCHEDULE “B”
Public Participation Tools**

Type of Participation	Inform	Consult	Collaborate
Goal	Provide public with balanced and objective information to assist them in understanding decisions.	Obtain public feedback throughout the decision making process, listen and respond to concerns.	Partner with the public during the decision making process by obtaining direct advice and using it to implement a decision.
Description	<ul style="list-style-type: none"> • Decision is routine and part of the operations • Disclosure is required by law • There is an urgent need to respond to the public 	<ul style="list-style-type: none"> • Public notification and input is required by law • The decision is a known concern to other parties • The decision will affect the lifestyle or habits of citizens • There is perceived risk associated with the decision • Council or Administration requests public input prior to making a decision 	<ul style="list-style-type: none"> • Sharing the decision making process • Incorporating recommendations into the decisions to the maximum extent possible • Decision directly affects a large amount of the population
Process/Tools	<ul style="list-style-type: none"> • Newspaper • Website • Social Media • Radio • Letters • Flyers • Notices to adjacent landowners 	<ul style="list-style-type: none"> • Survey • Polls • Open House • Public Hearing • Council Meeting Delegation 	<ul style="list-style-type: none"> • Public Advisory Committee • Consensus Building • Participatory Decision Making • Delegated decisions • Plebiscite



Mackenzie County

REQUEST FOR DECISION

Meeting:	Budget Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Darrell Derksen, Chief Administrative Officer
Title:	Meetings with Ministers – Rural Municipalities of Alberta (RMA) 2024 Fall Convention

BACKGROUND / PROPOSAL:

RMA's fall convention in November is soon approaching, prompting administration to plan meeting requests for several ministries. However, decisions regarding the Ministries to meet, discussion topics, and attendees must be finalized beforehand for these requests to be sent prior to the convention.

During the 2024 RMA spring convention members of Council met with the following ministries to discuss the following topics:

- Minister of Environment and Protected Areas
 - Ag Land Expansion Task Force
 - Drought Conditions
 - Sub-Regional Planning

- Minister of Forestry and Parks
 - Fire Grazing
 - Access to Resources
 - Bison
 - Fire Season Preparation
 - Ag Land Expansion
 - Bison Hunt
 - Burning of Cabins

- Minister of Health
 - Medical Evacuation Times
 - AHS Facilities in the Region
 - Emergency Medical Services
 - La Crete Health Facility
 - Education of Rural Professionals

Author: L. Flooren **Reviewed by:** _____ **CAO:** D. Derksen

- Political Pre-Screening of Education Applicants
- Minister of Indigenous Relations
 - Consultation
 - Medical Evacuation Times
 - Tompkins Bridge
- Minister of Municipal Affairs
 - Access to Resources
 - Fort Vermilion Flood – Recovery & Mitigation
 - LGFF
- Minister of Public Safety and Emergency Services
 - Victim Services Unit – Centralization
 - Disaster Recovery
- Minister of Seniors, Community & Social Services
 - Mackenzie House
 - Altenheim
- Minister of Tourism and Sport
 - Regional Tourism Opportunities
 - Wellness Centre

Municipal Affairs has provided the county with a meeting request template at the end of August and in response, the county has asked the ministry to discuss solely on the municipal ward boundary and governance review, with the entire council in attendance. We are awaiting a response from the ministry.

OPTIONS & BENEFITS:

Administration recommends that Council consider limiting the number to topics to three priority items as well as a limited delegation team to attend the meeting.

COSTS & SOURCE OF FUNDING:

N/A

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

Author: L. Flooren **Reviewed by:** _____ **CAO:** D. Derksen

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the following priority topics be discussed at the Minister meetings during the Rural Municipalities of Alberta (RMA) fall convention in November 2024 in Edmonton.

Minister of Agriculture & Irrigation	Minister of Education
<ul style="list-style-type: none">•••	<ul style="list-style-type: none">•••
Minister of Forestry and Parks	Minister of Health
<ul style="list-style-type: none">•••	<ul style="list-style-type: none">•••
Minister of Indigenous Relations	Minister of Municipal Affairs
<ul style="list-style-type: none">•••	<ul style="list-style-type: none">• Municipal Ward Boundary and Governance Review
Minister of Public Safety and Emergency Services	Minister of Seniors, Community and Social Services
<ul style="list-style-type: none">•••	<ul style="list-style-type: none">•••
Minister of Transportation and Economic Corridors	Minister of Tourism and Sport
<ul style="list-style-type: none">•••	<ul style="list-style-type: none">•••

Author: L. Flooren Reviewed by: _____ CAO: D. Derksen



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Caitlin Smith, Director of Planning and Development
Title:	Municipal Planning Commission Meeting Minutes

BACKGROUND / PROPOSAL:

The approved minutes of the July 18, 2024 and the unapproved August 15, 2024 Municipal Planning Commission meeting are attached.

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

COMMUNICATION:

N/A

Author: A.Wolfe **Reviewed by:** C Smith **CAO:** D. Derksen

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the approved Municipal Planning Commission meeting minutes of July 18, 2024, and the unapproved Municipal Planning Commission meeting minutes of August 15, 2024 be received for information.

Author: A Wolfe **Reviewed by:** C Smith **CAO:** D. Derksen

**MACKENZIE COUNTY
Municipal Planning Commission Meeting**

**Mackenzie County Office
La Crete, AB**

Thursday, July 18, 2024 @ 10:00 a.m.

PRESENT: Erick Carter Chair, MPC Member
Andrew O'Rourke Vice Chair, MPC Member
David Driedger Councillor, MPC Member
Peter F. Braun Councillor, MPC Member
Stephanie Grocholski MPC Member (Virtual)

ADMINISTRATION: Caitlin Smith Director of Planning & Agriculture
Lynda Washkevich Development Officer
Annika Wolfe Administrative Assistant/Recording Secretary

MEMBERS OF THE PUBLIC: Paul Driedger

MOTION 1. CALL TO ORDER

Erick Carter called the meeting to order at 10:00 a.m.

2. ADOPTION OF AGENDA

MPC 24-07-123 MOVED by Peter F. Braun

That the agenda be adopted as presented.

CARRIED

3. MINUTES

a) Adoption of Minutes

MPC 24-07-124 MOVED by Andrew O'Rourke

That the minutes of the June 27, 2024 Municipal Planning Commission meeting be adopted as presented.

CARRIED

4. TERMS OF REFERENCE

For Information.

5. DEVELOPMENT

- d) 158-DP-24 Paul Driedger
Dwelling - Single Family with Garage - Attached
& Shop - Personal with a 20% Height Variance (four (4)
feet) and a 14% Size Variance with a secondary Suite in
“RCR3” (Pinnacle Estates)
Plan 202 2536, Block 04, Lot 05 (123 Pinnacle Way)**

MPC 24-07-125 MOVED by Peter F. Braun

That Development Permit 157-DP-24 on Plan 202 2536, Block 4, Lot 5 in the name of Paul Driedger be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

- a)** Minimum building setbacks: 15.2 meters (50 feet) front yard; 7.6 meters (25 feet) side yards; and 7.6 meters (25 feet) rear yard; from the property lines.;
- b)** The Dwelling - Single Family with Garage - Attached & Shop - Personal with a Secondary Suite shall meet all current National Building Code Alberta Edition requirements for Buildings and any other requirements specified by Superior Safety Codes. Failure to do so shall render this permit Null and Void.;
- c)** The Garage-Attached shall not exceed 80% of the Dwelling-Single Family and shall have a maximum vehicle entrance door height of 15 feet.;
- d)** A 20% Height Variance for the Shop - Personal is hereby granted. The maximum interior ceiling height shall not exceed 7.3 meters (24 feet) in height and be a maximum of 1 storey(s).;
- e)** A 14% Size Variance for the Shop – Personal is hereby granted. The Shop shall be a maximum of 2736 square feet (254 square meters).;
- f)** Provide adequate off street parking as follows: The minimum parking shall be 300 square feet per vehicle owned plus an additional 500 square feet for off street parking. One parking space, including the driveway area, shall occupy 300 square feet.;

- g)** Buildings to be connected to the municipal water and sewer system and the cost of connection fees will be borne by the owner.
- h)** This Shop is approved for personal purposes only and no commercial activity is permitted in this building. Should the applicant change the intention of this building a new development permit is required.;
- i)** SECONDARY SUITES shall be limited to one per LOT/Residence.;
- j)** The Secondary Suite must have a separate entrance that can be directly accessed from outside or through a common area inside or both.;
- k)** The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall compliment the natural features and character of the site and the aesthetics of the neighbouring residences to the satisfaction of the Development Authority.;
- l)** All basement or below grade developments shall have an operational sump pump;
- m)** Any doors, windows and other openings to any DEVELOPMENT shall be at the same or greater elevation as the downstream ROAD centerline elevation to avoid overland flood damage, water seepage and other water related damage.;
- n)** Any permanent buildings on the property must be constructed 2% greater than the grade of the road.;
- o)** Mitigation measures must be in place, where applicable, in order to avoid water damage from potential seasonal flooding.;
- p)** No site work or grading shall take place on the site that will alter existing drainage patterns or contribute to the flooding or inundation of adjacent properties;
- q)** No construction or development is allowed on or in a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.;
- r)** The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.;
- s)** This permit approval is subject to the access to the property being constructed to County standards. PRIOR to installation of

a new access or changing location of existing access, complete a Request to Construct an Access form by contacting the Operations Department for Mackenzie County at (780) 928-3983. Access to be constructed at the developers expense.;

- t) The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.;

CARRIED

- a) **146-DP-24 Select Developments
Dwelling – Duplex in “CREC2” (La Crete Rural)
Plan 202 1350, Block 3, Lot 4 (113 Fairway Drive)**

MPC 24-07-126 **MOVED** by David Driedger

That Development Permit 146-DP-24 on Plan 202 1350, Block 3, Lot 4 in the name of Select Developments be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

- a) Minimum building setbacks: 9.1 meters (30 feet) front yard; 3.1 meters (10 feet) side yards; and 3.1 meters (10 feet) rear yard; from the property lines.;
- b) The Dwelling - Duplex shall meet all current National Building Code Alberta Edition requirements for Buildings and any other requirements specified by Superior Safety Codes. Failure to do so shall render this permit Null and Void.;
- c) Provide adequate off street parking as follows: 6 stalls for Dwelling – Duplex. One parking space, including the driveway area, shall occupy 300 square feet.;
- d) The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall complement adjoining DEVELOPMENT and character of the site to the satisfaction of the Development Authority.
- e) All DEVELOPMENT on these lots shall conform to the RESTRICTIVE COVENANT registered on the lots.
- f) All DEVELOPMENT shall provide:
 - I. Provision and access to garbage storage;

- II. Lighting between DWELLING UNITS;
 - III. Orientation of buildings and general site appearance;
 - IV. Safe pedestrian access to and from the public sidewalk fronting the building;
- g) All basement or below grade developments shall have an operational sump pump;
 - h) All water and sewage disposal must conform to the requirements of the relevant AREA STRUCTURE PLAN and the current Alberta Private Sewage Systems Standard of Practice.
 - i) Any doors, windows and other openings to any DEVELOPMENT shall be at the same or greater elevation as the downstream ROAD centerline elevation to avoid overland flood damage, water seepage and other water related damage.;
 - j) Any permanent buildings on the property must be constructed 2% greater than the grade of the road.;
 - k) Mitigation measures must be in place, where applicable, in order to avoid water damage from potential seasonal flooding.;
 - l) No site work or grading shall take place on the site that will alter existing drainage patterns or contribute to the flooding or inundation of adjacent properties;
 - m) The site shall be landscaped as required by the Development Authority to ensure proper vegetation and tree coverage for appearance and drainage purposes. Approval shall be required by the Development Authority prior to the removal of trees and/or vegetation from any LOT
 - n) The site shall be of a style and appearance which is compatible with the natural qualities of the recreation area. The character and appearance of all DEVELOPMENT on each recreation LOT shall be maintained to minimize any adverse impacts which may occur on adjacent recreation LOTS or the recreation area in general.;
 - o) No construction or development is allowed on or in a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.;
 - p) The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.;
-
-

- q) This permit approval is subject to the access to the property being constructed to County standards. PRIOR to installation of a new access or changing location of existing access, complete a Request to Construct an Access form by contacting the Operations Department for Mackenzie County at (780) 928-3983. Access to be constructed at the developers expense.;
- r) The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

CARRIED

- b) 147-DP-24 Select Developments
Dwelling – Duplex in “CREC2” (La Crete Rural)
Plan 202 1350, Block 3, Lot 3 (109 Fairway Drive)**

MPC 24-07-127 **MOVED** by Andrew O'Rourke

That Development Permit 147-DP-24 on Plan 202 1350, Block 3, Lot 3 in the name of Select Developments be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

- a) Minimum building setbacks: 9.1 meters (30 feet) front yard; 3.1 meters (10 feet) side yards; and 3.1 meters (10 feet) rear yard; from the property lines.;
- b) The Dwelling - Duplex shall meet all current National Building Code Alberta Edition requirements for Buildings and any other requirements specified by Superior Safety Codes. Failure to do so shall render this permit Null and Void.;
- c) Provide adequate off street parking as follows: 6 stalls for Dwelling – Duplex. One parking space, including the driveway area, shall occupy 300 square feet.;
- d) The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall complement adjoining DEVELOPMENT and character of the site to the satisfaction of the Development Authority.
- e) All DEVELOPMENT on these lots shall conform to the RESTRICTIVE COVENANT registered on the lots.

- f)** All DEVELOPMENT shall provide:
- V.** Provision and access to garbage storage;
 - VI.** Lighting between DWELLING UNITS;
 - VII.** Orientation of buildings and general site appearance;
 - VIII.** Safe pedestrian access to and from the public sidewalk fronting the building;
- g)** All basement or below grade developments shall have an operational sump pump;
- h)** All water and sewage disposal must conform to the requirements of the relevant AREA STRUCTURE PLAN and the current Alberta Private Sewage Systems Standard of Practice.
- i)** Any doors, windows and other openings to any DEVELOPMENT shall be at the same or greater elevation as the downstream ROAD centerline elevation to avoid overland flood damage, water seepage and other water related damage.;
- j)** Any permanent buildings on the property must be constructed 2% greater than the grade of the road.;
- k)** Mitigation measures must be in place, where applicable, in order to avoid water damage from potential seasonal flooding.;
- l)** No site work or grading shall take place on the site that will alter existing drainage patterns or contribute to the flooding or inundation of adjacent properties;
- m)** The site shall be landscaped as required by the Development Authority to ensure proper vegetation and tree coverage for appearance and drainage purposes. Approval shall be required by the Development Authority prior to the removal of trees and/or vegetation from any LOT
- n)** The site shall be of a style and appearance which is compatible with the natural qualities of the recreation area. The character and appearance of all DEVELOPMENT on each recreation LOT shall be maintained to minimize any adverse impacts which may occur on adjacent recreation LOTS or the recreation area in general.;
- o)** No construction or development is allowed on or in a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.;

- p) The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.;
- q) This permit approval is subject to the access to the property being constructed to County standards. PRIOR to installation of a new access or changing location of existing access, complete a Request to Construct an Access form by contacting the Operations Department for Mackenzie County at (780) 928-3983. Access to be constructed at the developers expense.;
- r) The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

CARRIED

- c) **157-DP-24 Dwayne & Lori Wolfe
Dwelling – Single family with Garage – Attached & Deck
& Shop – Personal & Lean –To with a 30% Height Variance
(six (6) feet) in “RCR3” (Pinnacle Estates)
Plan 202 2536, Block 3, Lot 8 (408 Pinnacle Lane)**

MPC 24-07-128 MOVED by Peter F. Braun

That Development Permit 156-DP-24 on Plan 202 2536, Block 3, Lot 8 in the name of WOLFE, DWAYNE E. & LORETTA A. be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

- a) Minimum building setbacks: 15.2 meters (50 feet) front yard; 7.6 meters (25 feet) side yards; and 7.6 meters (25 feet) rear yard; from the property lines.;
- b) The Dwelling - Single Family with Garage – Attached with Deck & Shop - Personal with Lean-To shall meet all current National Building Code Alberta Edition requirements for Buildings and any other requirements specified by Superior Safety Codes. Failure to do so shall render this permit Null and Void.;
- c) A 30% Height Variance for the Shop - Personal is hereby granted. The maximum interior ceiling height shall not exceed 7.9 meters (26 feet) in height and be a maximum of 1 storey(s).;
- d) The maximum area of the Shop shall be 223 square meters (2,400 square feet).;

- e) This Shop is approved for personal purposes only and no commercial activity is permitted in this building. Should the applicant change the intention of this building a new development permit is required.;
- f) The Garage-Attached shall not exceed 80% of the Dwelling-Single Family and shall have a maximum vehicle entrance door height of 15 feet.;
- g) Provide adequate off street parking as follows: The minimum parking shall be 300 square feet per vehicle owned plus an additional 500 square feet for off street parking. One parking space, including the driveway area, shall occupy 300 square feet.;
- h) Buildings to be connected to the municipal water and sewer system and the cost of connection fees will be borne by the owner.;
- i) The architecture, construction materials and appearance of buildings and other structures shall be to accepted standards and shall compliment the natural features and character of the site and the aesthetics of the neighbouring residences to the satisfaction of the Development Authority.;
- j) All basement or below grade developments shall have an operational sump pump;
- k) Any doors, windows and other openings to any DEVELOPMENT shall be at the same or greater elevation as the downstream ROAD centerline elevation to avoid overland flood damage, water seepage and other water related damage.;
- l) Any permanent buildings on the property must be constructed 2% greater than the grade of the road.;
- m) Mitigation measures must be in place, where applicable, in order to avoid water damage from potential seasonal flooding.;
- n) No site work or grading shall take place on the site that will alter existing drainage patterns or contribute to the flooding or inundation of adjacent properties;
- o) No construction or development is allowed on or in a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.;
- p) The total site area (lot) shall have a positive surface drainage

without adversely affecting the neighbouring properties.;

- q) This permit approval is subject to the access to the property being constructed to County standards. PRIOR to installation of a new access or changing location of existing access, complete a Request to Construct an Access form by contacting the Operations Department for Mackenzie County at (780) 928-3983. Access to be constructed at the developers expense.;
- r) The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

CARRIED

7. MISCELLANEOUS

- a) **2nd Quarter Development Stats**

MPC 24-07-129 **MOVED** by Andrew O'Rourke

That the development statistics report for January to June 2024 be received for information.

CARRIED

8. CLOSED MEETING

- a) **None**

9. MEETING DATES

- ❖ Thursday, August 15, 2024 @10:00 a.m. in Fort Vermilion
- ❖ Thursday September 5, 2024 @ 10:00 a.m in La Crete
- ❖ Thursday September 19, 2024 @ 10:00 a.m in Fort Vermilion

10. ADJOURNMENT

MPC 24-07-130 **MOVED** by David Driedger

That the Municipal Planning Commission Meeting be adjourned at 10:25 a.m.

CARRIED

These minutes were adopted this 15th day of August, 2024.

Erick Carter, Chair

**MACKENZIE COUNTY
Municipal Planning Commission Meeting**

**Mackenzie County Office
Fort Vermilion, AB**

Thursday, August 15, 2024 @ 10:00 a.m.

PRESENT:

Erick Carter	Chair, MPC Member
Andrew O'Rourke	Vice Chair, MPC Member
David Driedger	Councillor, MPC Member
Peter F. Braun	Councillor, MPC Member
Stephanie Grocholski	MPC Member

ADMINISTRATION:

Caitlin Smith	Director of Planning & Agriculture
Lynda Washkevich	Development Officer
Annika Wolfe	Administrative Assistant/Recording Secretary
Jackie Roberts	Development Officer
Darrell Derksen	CAO

**MEMBERS OF THE
PUBLIC:**

Jason Coates
Kristy Jones
John Kowal
Russell Friesen

MOTION

1. CALL TO ORDER

Erick Carter called the meeting to order at 10:00 a.m.

2. ADOPTION OF AGENDA

MPC 24-08-131 MOVED by Peter F. Braun

That the agenda be adopted as presented.

CARRIED

3. MINUTES

a) Adoption of Minutes

MPC 24-08-132 MOVED by Andrew O'Rourke

That the minutes of the July 28, 2024 Municipal Planning Commission meeting be adopted as presented.

CARRIED

4. TERMS OF REFERENCE

For Information.

6. SUBDIVISION

- c) 30-SUB-24 John & Katherina Kowal
431.4 & 266.5 Acre Boundary Adjustments
in Agricultural "A"
SW, SE and NE-10-109-15-W5M
And NE and NW-3-109-15-W5M**

MPC 24-08-133 MOVED by Peter F. Braun

That Consolidation Application 30-SUB-24 in the name of John D. Kowal and Katherine Kowal of SW, SE and NE-10-109-15-W5M and NE and NW-3-109-15-W5M be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

- a) This approval is for a consolidation and creation of 2 large lots. Proposed Lot 1 totalling 431.4 acres (174.58 hectares) and Lot 2 totaling 266.5 acres (187.5 hectares) in size.
- b) Applicant/developer shall enter into and abide by a Development Agreement with Mackenzie County which shall contain, but is not limited to:
- c) Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality,
 - I. Any permanent buildings on the property must be constructed 2% above the grade of the road.
- d) Mitigation measure must be in place in order to avoid water damage from potential pluvial flooding,
- e) Provision of a road and access to both the subdivision and the balance of the lands in accordance with Mackenzie County standards at the developer's expense,

- f) All sewage disposals shall conform to the current Alberta Private Sewage Systems Standard of Practice,
- g) Provision of a storm water management plan. Contact Planning and Development staff at (780) 928-3983 to discuss the requirements for your subdivision.
- h) Any outstanding property taxes are to be paid on the land proposed to be subdivided prior to registration,
- i) Provision of utility rights-of-way as required by ATCO Electric, TELUS, Northern Lights Gas Co-op, and others,
- j) Provision of and negotiations for utility rights-of-way and/or easements as required by utility companies. The Developer shall be responsible for any line relocation or correction costs that occur as a result of this development. Responses from utilities companies are shown in Schedule "C" hereto attached,
- k) **Mackenzie County shall not be held liable for any concerns, issues or damages related to and/or resulting from the water tables and any other water problems as a result of any low land levels of the proposed development. It is the responsibility of the developer to ensure that adequate drainage and other precautions are taken to avoid water seepage into the dwellings/basement and/or flooding of the basement, and/or any ancillary buildings.**

CARRIED

5. DEVELOPMENT

- a) **038-DP-24 Telus Communication Inc. c/o Evolve Communication Tower & Equipment Shelter (8'x10')
With a 50% Setback Variance on the East (Front)(67.5 feet)
And a 34% Setback Variance on the South (Side) (33 feet)
(Time Extension) in Agriculture "A"
NE-10-106-14-W5M (106142 Rge Rd 142)**

MPC 24-08-134 **MOVED** by David Driedger

That a time extension for 038-DP-23 on NE-10-106-14-W5M (106142 Rge Rd 142) in the name of Telus Communication Inc. c/o Evolve

Surface Strategies for development commencement be granted to expire on April 26, 2025.

CARRIED

- b) 166-DP-24 Daniel Enns
Sign x3 in Agricultural "A"
SE-3-110-16-W5M**

MPC 24-08-135 **MOVED** by David Driedger

That Development Permit 166-DP-24 in the name of Daniel Enns be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

- a) AN APPROVED ROADSIDE DEVELOPMENT PERMIT IS REQUIRED FROM ALBERTA TRANSPORTATION. ALL CONDITIONS AND REQUIREMENTS BY ALBERTA TRANSPORTATION SHALL BE MET TO THEIR SPECIFICATIONS AND STANDARDS PRIOR TO COMMENCEMENT OF DEVELOPMENT. (CONTACT ALBERTA TRANSPORTATION AT 1-780-624-6280). FAILURE TO DO SO WILL RENDER THIS PERMIT NULL AND VOID.;**
- b) The proposed use must be a minimum of 230 feet from the center line of Highway 58.;**
- c) This permit is for the maximum of three (3) signs. If placing more signs, another development permit will be required.**
- d) The sign shall:
 - I. Not obstruct the orderly and safe flow of vehicular and pedestrian traffic,**
 - II. Not unduly interfere with the amenities of the district,**
 - III. Not materially interfere with or affect the use, enjoyment or value of neighboring properties, and**
 - IV. Not create visual or aesthetic blight.;****
- e) The site and signs shall be kept in a safe, clean, and tidy condition, or may be required to be renovated or removed.;**
- f) This permit may be revoked at any time, if in the opinion of the Development Authority, the Signs have become detrimental,**

unsightly or otherwise incompatible with the amenities of the area.;

- g) No construction or development is allowed on or in a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.;
- h) The total site area (lot) shall have a positive surface drainage without adversely affecting the neighboring properties.;
- i) The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.;

CARRIED

6. SUBDIVISION

- d) **31-SUB-24 Russell & Susie Friesen
12.91 & 176.72 Acre Subdivisions and Consolidation
in Agricultural "A"
SW-36-104-14-W5M and Part of SE-35-104-14-W5M**

MPC 24-08-136 **MOVED** by Peter F. Braun

That Subdivision Application 31-SUB-24 in the name of Russell and Susie Friesen of SW-36-104-14-W5M and Part of SE-35-104-14-W5M be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

1. This approval is for a one (1) lot rural subdivision, with Lot A totalling 12.91 acres(5.22 hectares) and consolidating Lot B totalling 76.72 acres (71 .51 hectares) in size.
2. Applicant/developer shall enter into and abide by a Development Agreement with Mackenzie County which shall contain, but is not limited to:
 - a) Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality,

- I. Any permanent buildings on the property must be constructed 2% above the grade of the road.
- b) Mitigation measure must be in place in order to avoid water damage from potential pluvial flooding,
- c) Provision of a road and access to both the subdivision and the balance of the lands in accordance with Mackenzie County standards at the developer's expense,
 - I. **The 20 meter wide forced road allowance of Range Road 140A be extended approximately 50 meters to the West along the north end of SW-36-104-14-W5M to allow for access to Proposed Lot B**
- d) All sewage disposals shall conform to the current Alberta Private Sewage Systems Standard of Practice,
- e) Provision of a storm water management plan. Contact Planning and Development staff at (780) 928-3983 to discuss the requirements for your subdivision, U Any outstanding property taxes are to be paid on the land proposed to be subdivided prior to registration,
- f) Provision of utility rights-of-way as required by ATCO Electric, TELUS, Northern Lights Gas Co-op, and others,
- g) Provision of and negotiations for utility rights-of-way and/or easements as required by utility companies. The Developer shall be responsible for any line relocation or correction costs that occur as a result of this development. Responses from utilities companies are shown in Schedule "C" hereto attached,
- h) Mackenzie County shall not be held liable for any concerns, issues or damages related to and/or resulting from the water tables and any other water problems as a result of any low land levels of the proposed development. It is the responsibility of the developer to ensure that adequate drainage and other precautions are taken to avoid water seepage into the dwellings/basement and/or flooding of the basement, and/or any ancillary buildings.
- i) **The closure of 0.29 acres of road allowance in the North West corner of SW-36-104-14-W5M be completed.**

CARRIED

5. DEVELOPMENT

- c) 173-DP-24 La Crete Car & Truck Wash
Sign in La Crete Main Street “LC-MS”
Plan 762 0383, Block 15, Lot 3 (9605 100 ST)**

MPC 24-08-137 **MOVED** by Andrew O'Rourke

That Development Permit 173-DP-24 in the name of La Crete Car & Truck Wash be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

- a) A SIGN in a HAMLET shall be located a minimum of:**
- I. 20.0m (66.0ft) from a regulatory SIGN;**
 - II. 1.5m (5.0ft) from the curb / sidewalk; and**
 - III. 2.0m (6.6ft) above the curb / sidewalk.**
- b)** Illumination of the sign must not negatively affect, nor pose a safety hazard to, an adjacent site or street. The brightness of illumination is at the discretion of the Development Authority.;
- c)** The sign shall be placed on site and is not permitted to be placed on any County lands and/or road rights-of-way without prior consent from the County.
- d)** The sign shall be a minimum of 2 meters in height from the bottom of the sign above the curb/sidewalk.;
- e)** The sign shall:
- I.** Not obstruct the orderly and safe flow of vehicular and pedestrian traffic,
 - II.** Not unduly interfere with the amenities of the district,
 - III.** Not materially interfere with or affect the use, enjoyment or value of neighboring properties, and
 - IV.** Not create visual or aesthetic blight.;
 - V.** Not break the sight triangle regulations.
- f)** The site and sign shall be kept in a safe, clean, and tidy condition, or may be required to be renovated or removed, including mowing around the sign site to one (1) meter in

diameter.;

- g) Wiring and conduits of the sign must be concealed from view.;
- h) The sign shall not unduly interfere with the amenities of the LAND USE DISTRICT and/or ROAD/HIGHWAY Corridor in which they are located and/or adjacent to.;
- i) The quality, aesthetic character and finishing of SIGN construction shall be to the satisfaction of the Development Authority.;
- j) No construction or development is allowed on or in a right-of-way. It is the responsibility of the developer/owner/occupant to investigate the utility rights-of-way, if any, that exist on the property prior to commencement of any construction and to ensure that no construction or development is completed on any utility right-of-way.;
- k) The total site area (lot) shall have a positive surface drainage without adversely affecting the neighbouring properties.;
- l) This permit approval is subject to the access to the property being constructed to County standards. PRIOR to installation of a new access or changing location of existing access, complete a Request to Construct an Access form by contacting the Operations Department for Mackenzie County at (780) 928-3983. Access to be constructed at the developers expense.;
- m) The Developer shall at all times comply with all applicable Federal, Provincial and Municipal legislation and regulations and County Bylaws and resolutions relating to the development of the lands.

CARRIED

6. SUBDIVISION

- a) **28-SUB-24 Donald D & Susie Doerksen
10 Are Rural Subdivision
SW-7-107-12-W5M**

MPC 24-08-138 **MOVED** by Stephanie Grocholski

That Subdivision Application 28-SUB-24 in the name of Donald Doerksen of SW-7-107-12-W5M be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render

this permit Null and Void

- a) This approval is for a **Type B** subdivision, 10 acres (4.04 hectares) in size.
- b) Applicant/developer shall enter into and abide by a Development Agreement with Mackenzie County which shall contain, but is not limited to:
- c) Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality,
 - I. Any permanent buildings on the property must be constructed 2% above the grade of the road.
- d) Mitigation measure must be in place in order to avoid water damage from potential pluvial flooding,
- e) Provision of a road and access to both the subdivision and the balance of the lands in accordance with Mackenzie County standards at the developer's expense,
- f) All sewage disposals shall conform to the current Alberta Private Sewage Systems Standard of Practice,
- g) Provision of a storm water management plan. Contact Planning and Development staff at (780) 928-3983 to discuss the requirements for your subdivision.
- h) Any outstanding property taxes are to be paid on the land proposed to be subdivided prior to registration,
- i) Provision of utility rights-of-way as required by ATCO Electric, TELUS, Northern Lights Gas Co-op, and others,
- j) Provision of and negotiations for utility rights-of-way and/or easements as required by utility companies. The Developer shall be responsible for any line relocation or correction costs that occur as a result of this development. Responses from utilities companies are shown in Schedule "C" hereto attached,
- k) **Mackenzie County shall not be held liable for any concerns, issues or damages related to and/or resulting from the water tables and any other water problems as a**

result of any low land levels of the proposed development. It is the responsibility of the developer to ensure that adequate drainage and other precautions are taken to avoid water seepage into the dwellings/basement and/or flooding of the basement, and/or any ancillary buildings.

CARRIED

- b) 29-SUB-24 Shane & Cheryl Long
17.62 & 30.84 Acre Subdivisions
SW-14-110-17-W5M**

MPC 24-08-139 **MOVED** by Peter F. Braun

That Subdivision Application 29-SUB-24 in the name of Shane and Cheryl Long of SW-14-110-17-W5M be APPROVED with the following conditions:

Failure to comply with one or more of the attached conditions shall render this permit Null and Void

- a) This approval is for a 2 lot subdivision, with Lot A totalling 17.62 acres (7.13 hectares) and Lot B totaling 30.84 acres (12.48 hectares) in size.
- b) Applicant/developer shall enter into and abide by a Development Agreement with Mackenzie County which shall contain, but is not limited to:
- c) Prior to any development on the proposed subdivision, the developer shall obtain a development permit from the Municipality,
 - I. Any permanent buildings on the property must be constructed 2% above the grade of the road.
- d) Mitigation measure must be in place in order to avoid water damage from potential pluvial flooding,
- e) Provision of a road and access to both the subdivision and the balance of the lands in accordance with Mackenzie County standards at the developer's expense,
- f) All sewage disposals shall conform to the current Alberta Private Sewage Systems Standard of Practice,

- g) Provision of a storm water management plan. Contact Planning and Development staff at (780) 928-3983 to discuss the requirements for your subdivision,
- h) Any outstanding property taxes are to be paid on the land proposed to be subdivided prior to registration,
- i) Provision of utility rights-of-way as required by ATCO Electric, TELUS, Northern Lights Gas Co-op, and others,
- j) Provision of and negotiations for utility rights-of-way and/or easements as required by utility companies. The Developer shall be responsible for any line relocation or correction costs that occur as a result of this development. Responses from utilities companies are shown in Schedule "C" hereto attached,
- k) **Mackenzie County shall not be held liable for any concerns, issues or damages related to and/or resulting from the water tables and any other water problems as a result of any low land levels of the proposed development. It is the responsibility of the developer to ensure that adequate drainage and other precautions are taken to avoid water seepage into the dwellings/basement and/or flooding of the basement, and/or any ancillary buildings.**
- l) Provision of **municipal reserve in the form of money in lieu of land**. The specific amount is based on 10% of the subject land and on the current market value in accordance with Policy DEV005. The subject land is 17.62 acres; 10% of 17.62 acres equals 1.76 acres. The current market value for this property is \$6,000.00 per acre. **1.76 acres multiplied by \$6,000.00 equals \$10560.00;**

CARRIED

7. **MISCELLANEOUS**

- a) None

8. **CLOSED MEETING**

- a) None

9. **MEETING DATES**

- ❖ Thursday October 3, 2024 @ 10:00 a.m in La Crete
- ❖ Thursday October 17, 2024 @ 10:00 a.m in Fort Vermilion

10. ADJOURNMENT

MPC 24-08-140 **MOVED** by David Driedger

That the Municipal Planning Commission Meeting be adjourned at 11:06 a.m.

CARRIED

These minutes were adopted this 5th day of September, 2024.

Erick Carter, Chair



Mackenzie County

REQUEST FOR DECISION

Meeting:	Regular Council Meeting
Meeting Date:	September 10, 2024
Presented By:	Darrell Derksen, Chief Administrative Officer
Title:	Information/Correspondence

BACKGROUND / PROPOSAL:

The following items are attached for your information, review, and action if required.

- Council Action List
- 2024-08-16 Minister of Indigenous Relations - Consultation Process
- 2024-08-28 Minister of Indigenous Relations - Consultation Response
- 2025-08-09 Minister of Municipal Affairs - 2025 Fire Services Training Program Grant
- 2024-08-21 Mackenzie Aquatics Society - Mackenzie Community Recreation Centre - Support Letter
- 2024-08-19 Rural Municipalities of Alberta (RMA) Member Briefing - Energy Industry and Municipalities
- 2024-06-19 La Crete Recreation Society - Meeting Minutes
- 2024-06-01 National Police Federation Alberta - Overview of Key Finding on Policing in Alberta
- 2024-07-08 Orphan Well Association - 2023-2024 Annual Report

OPTIONS & BENEFITS:

N/A

COSTS & SOURCE OF FUNDING:

N/A

Author: L. Flooren **Reviewed by:** _____ **CAO:** D. Derksen

COMMUNICATION / PUBLIC PARTICIPATION:

N/A

POLICY REFERENCES:

N/A

RECOMMENDED ACTION:

Simple Majority Requires 2/3 Requires Unanimous

That the information/correspondence items be accepted for information purposes.

Author: L. Flooren Reviewed by: _____ CAO: D. Derksen

Mackenzie County Action List as of August 14, 2024

Council and Committee of the Whole Meeting Motions Requiring Action

Motion	Action Required	Action By	Status
February 22, 2016 Council Meeting			
16-02-135	That the County covers the additional cost of the survey on Plan 5999CL, Lot E to date and have administration release a copy of the report to the landowner informing them that the initial investigation survey has been completed.	Caitlin/Jen	In progress. Meeting with landowners. Impacted by 2020 flood.
May 10, 2016 Regular Council Meeting			
16-05-354	That administration be authorized to proceed as follows in regards to the Zama Crown Land Procurement: <ul style="list-style-type: none"> • cancel PLS 080023; • pursue acquisition of land parcels as identified on the map presented in red; • identify a parcel of land to be subdivided from Title Number 102 145 574 +1 (Short Legal 0923884; 21; 1) and offered for trade or sale to Alberta Environment and Parks due to its unsuitability for a hamlet development , specifically the land use restrictions per Alberta Energy Regulator. 	Caitlin	PLS180027 Administration is following up with the timeline and has requested an answer.
October 9, 2018 Regular Council Meeting			
18-10-763	That administration proceeds with the water diversion license's as discussed.	John	TDL received expires 2025-04-30. Waiting on ToHL to start with the regional raw study.
February 2, 2022 Regular Council Meeting			
22-02-085	That administration move forward with the application process to purchase the following and bring back to Council any future costs related to the purchase such as FNC, survey and assessed value for deliberation and approval. PLS140031 PLS170002 PLS180022 PLS180027 PLS190005 La Crete Ferry Campground Atlas Landing Area Bridge Campsite Machesis Lake Campground Wadlin Lake Campground	Don/Caitlin	COW 22-06-073 The TCL Leases that are in the process are as follows: Signed Offer to purchase PLS140031 Survey is awaiting approval from Director of Surveys for PLS140031
June 22, 2022 Regular Council Meeting			

Motion	Action Required	Action By	Status
22-06-465	That administration draft a policy combining PW018 Hiring of Private Equipment, ADM015 Hiring Contract Suppliers and FIN 025 Purchasing Policy and bring back to future Council Meeting.	Darrell	In Progress
November 2, 2022 Budget Council Meeting			
22-11-774	That the Policy PW039 Rural Road, Access Construction and Surface Water Management - Cost Implications be brought back to a future Council meeting for amendments.	Andy	In Progress
December 13, 2022 Regular Council Meeting			
22-12-908	That Council approve the Fort Vermilion Bridge Campground and Recreational Area Plan as amended and to submit the Plan to Forestry, Parks and Tourism for their approval.	Don	FPT Requesting updated mapping. GIS Mapping Completed To be completed fall of 2024
February 7, 2023 Regular Council Meeting			
23-02-106	That Mackenzie County commit to \$5M in municipal funding by means of Borrowing Bylaw towards local funding required to complete this project as per motion 18-06-472 to complete the Mackenzie Community Recreation Center project.	Darrell/Don/Jen	Grant Funding Denied Society is applying for alternative grant funding.
23-02-133	That administration create a new zoning district to alleviate concerns regarding agricultural use on residential acreages.	Caitlin	LUB Update
August 16, 2023 Regular Council Meeting			
23-08-654	That administration enter into an agreement with the Coalition for Far Northwest Alberta Brighter Futures Society to provide the services for the Family and Community Support Services Fort Vermilion Program.	Jen	Working with organization on agreements
October 11, 2023 Regular Council Meeting			
23-10-741	That Mackenzie County collaborate with the Fort Vermilion School Division for the purchase and installation of a disability playground in the hamlet of La Crete.	Don	COMPLETE
October 24, 2023 Organizational Council Meeting			
23-10-805	That the Mackenzie Region Bison Committee be established and brought back to a future Council Meeting.	Don	Working with wildlife
October 25, 2023 Regular Council Meeting			
23-10-833	That the Joint Use and Planning Agreement with Fort Vermilion School Division No. 52 be TABLED to a future Council meeting.	Caitlin	In Progress 2025 Deadline
23-10-837	That the Development Setbacks be TABLED to a future Council meeting.	Caitlin	LUB update

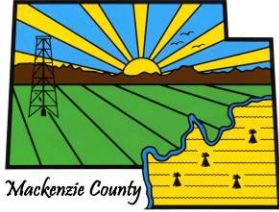
Motion	Action Required	Action By	Status								
November 14, 2023 Regular Council Meeting											
23-11-878	That the following tax rolls be advertised for development and future consideration of sale at market value: <ul style="list-style-type: none"> • Tax Roll #082769 • Tax Roll #082770 • Tax Roll #082773 • Tax Roll #082443 • Tax Roll #230088 	Jen	COMPLETE								
23-11-895	That administration research the options for hamlet signage.	Caitlin	LUB Update								
February 13, 2024 Regular Council Meeting											
24-02-097	That the PLS Application Process proceed as directed.	Darrell/Caitlin	In Progress								
March 27, 2024 Regular Council Meeting											
24-03-249	That a letter be written to the Minister of Seniors, Community & Social Services regarding concerns with the housing in the region.	Darrell	In Progress								
April 24, 2024 Regular Council Meeting											
24-04-312	That Mackenzie County communicates with the Town of Rainbow Lake and our energy ratepayers regarding our concerns on the plant based treaty recently signed by the Town of Rainbow Lake.	Darrell	In Progress								
May 22, 2024 Regular Council Meeting											
24-05-407	That administration proceed with the offer to purchase for Plan 792 1881, Block 18, Lot 01 as per policy.	Caitlin	Awaiting appraisal results.								
24-05-411	That administration provide the Mackenzie Aquatic Society with a letter outlining the funding available from Mackenzie County to use for matching grant applications for the Wellness Centre.	Darrell	COMPLETE								
24-05-427	That Council grant the Municipal Planning Commission special variance authority of 40% for the Heimstaed Lodge Development Permit upon application.	Caitlin	Awaiting Development permit application.								
May 28, 2024 Special Council Meeting											
24-05-444	That the North Sanitary Trunk Sewer Contract #2 Lift Station contract be awarded to the proponent with the highest score on the matrix. <table border="1" data-bbox="316 1711 922 1848"> <thead> <tr> <th>Evaluation Criteria</th> <th>Points Available</th> <th>Green Acre Ventures Ltd.</th> <th>Northern Road Builders LP</th> </tr> </thead> <tbody> <tr> <td>Total</td> <td>100</td> <td>91</td> <td>92</td> </tr> </tbody> </table>	Evaluation Criteria	Points Available	Green Acre Ventures Ltd.	Northern Road Builders LP	Total	100	91	92	Darrell/John	Project review ongoing Acceptance letter sent to NRB. Contract to follow.
Evaluation Criteria	Points Available	Green Acre Ventures Ltd.	Northern Road Builders LP								
Total	100	91	92								

Motion	Action Required	Action By	Status
June 11, 2024 Regular Council Meeting			
24-06-457	That the following tax rolls be advertised for development and future consideration of sale at assessed value: <ul style="list-style-type: none"> Tax Roll #081767 Tax Roll #313886 	Jen	COMPLETE
24-06-479	That first reading be given to Bylaw 1341-24 to repeal Bylaw 1024-16 Road Closure West Side of NW 11-106-12-W5M for Access Request, subject to Public Hearing.	Caitlin	COMPLETE
24-06-480	That first reading be given to Bylaw 1342-24 being a Land Use Bylaw Amendment to Rezone Part of NW 12-105-15-W5M from Agriculture "A" to Rural Country Residential 3 "RCR3", subject to public hearing input.	Caitlin	DEFEATED COMPLETE
24-06-484	That first reading be given to Bylaw 1340-24 being a Partial Road Closure Bylaw to close a portion of the road located within 106 Street and 99 Avenue within the Hamlet of La Crete.	Caitlin	Bylaw sent to the Minister of Transportation for signature.
June 26, 2024 Regular Council Meeting			
24-06-489	That Council approve the request for street improvements along 99th Avenue and 106th Street at the cost of the developer.	Caitlin	Working with Developer
24-06-491	That administration work with La Crete Co-op to accommodate right of way parking along 101 Street and La Crete Co-op will be responsible for clearing the snow.	Caitlin	Working with Developer
24-06-494	That the Sale of County Property discussion be TABLED to a future Council Meeting.	Darrell	In Progress
24-06-499	That administration continue to work with Northern Road Builders contract negotiations on the North Trunk Sanitary Sewer Contract #2 – Lift Station Project.	John	Project Review Ongoing
24-06-511	That a letter be sent requesting that the Field of Dreams Stampede committee apply for the yearly Non Profit Grant application for future years insurance funding requests.	Jen	COMPLETE
24-06-514	That first reading be given to Bylaw 1343-24 being a Land Use Bylaw Amendment to rezone part of NW-04-106-15-W5M from Hamlet Residential 1A "H-R1A" to Hamlet Residential 2 "H-R2" to accommodate the construction of row housing and duplexes, subject to public hearing input.	Caitlin	COMPLETE

Motion	Action Required	Action By	Status
24-06-518	That Policy UT006 Municipal Rural Water Servicing – Endeavor to Assist Policy be brought to a future Council meeting with amendments as discussed.	John	Being brought back to council in September of 2024.
July 17, 2024 Regular Council Meeting			
24-07-530	That Mackenzie County recognizes the hardships that the flood affected residents have faced since the 2020 Fort Vermilion flood and in order to ensure the safe and efficient move of Boreal Housing Foundation flood affected residents, Mackenzie County will request from the ministry the remainder of the \$10.1 Million that was granted to them for the relocation of the 54 housing units and Mackenzie County will endeavor to assist Boreal clients in their timely relocation from the flood plain.	Darrell	In Progress
24-07-531	That Mackenzie County requests a meeting with the Minister of Seniors, Community & Social Services, Minister of Municipal Affairs, Minister of Public Safety & Emergency Services, Minister of Mental Health & Addiction and Boreal Housing Foundation regarding Flood Mitigation in Fort Vermilion.	Darrell	In Progress Fall RMA
24-07-537	That third reading be given to Bylaw 1341-24 to repeal Bylaw 1024-16 being a Road Closure Bylaw for road allowance located on the West Side of NW 11-106-12-W5M for Access Request.	Caitlin	COMPLETE
24-07-540	That third reading be given to Bylaw 1343-24 being a Land Use Bylaw Amendment to rezone part of NW-04-106-15-W5M from Hamlet Residential 1A “H-R1A” to Hamlet Residential 2 “H-R2” to accommodate the construction of row housing and duplexes.	Caitlin	COMPLETE
24-07-544	That first reading be given to Bylaw 1346-24 being the borrowing bylaw for La Crete North Sanitary Trunk Sewer Project.	Jen	COMPLETE
24-07-549	That first reading be given to Bylaw 1345-24 being a Partial Plan Cancellation and Lot Consolidation of Plan 962 4275, Block 04, Lots 13-17, subject to public hearing input.	Caitlin	Public Hearing 2024-09-10
24-07-552	That a proposal be developed for the seed orchard.	Caitlin	COMPLETE Proposal Sent
24-07-553	That the FoodCycler Municipal Solutions Pilot Project be implemented for 100 units to start.	Don	Sold over half pilot program ends mid October

Motion	Action Required	Action By	Status
24-07-554	That Mackenzie County collaborate with Mackenzie Frontier Tourism Association and other organizations through the Community Services Committee to provide input for the Peace River Boat Guide.	Council	
August 15, 2024 Regular Council Meeting			
24-08-568	That the Agricultural Land Lease for Plan 2122750; Block 13; Lot 1 in Fort Vermilion be awarded to the highest bidder.	Landon	COMPLETE
24-08-569	That administration proceed with the sale of Plan 052 0560, Block 05, Lot 04 as per policy FIN035 with a reserve bid as per appraisal.	Caitlin	Listed with Realtor
24-08-571	That administration research and bring back options to sell a portion of SW 7-109-19-W5.	Caitlin	Bringing back to Council 2024-09-10
24-08-574	That third reading be given to Bylaw 1346-24 being the borrowing bylaw for La Crete North Sanitary Trunk Sewer Project.	Jen	COMPLETE
24-08-578	That the 2025 Budget Workshop be scheduled for September 17-18, 2024.	Jen	COMPLETE
24-08-579	That Policy PW009 Dust Control be amended as discussed.	Louise	COMPLETE
24-08-580	That Policy PW044 Road Maintenance, Repair and Snow Clearing and Removal be amended as presented.	Louise	COMPLETE
24-08-581	That due to the extensive wildfire traffic the 2024 One Time Budget be amended by \$184,000 for additional re-gravelling and grading of the Zama Access Road with funding coming from the Road Reserve and a bill be sent to Alberta Forestry.	Jen/Andy	COMPLETE Gravelling Complete
24-08-583	That the request to reimburse the ratepayer for damages to their vehicle be denied.	Darrell	COMPLETE
24-08-584	That administration research and bring back options for third party engagement for public consultation regarding the Municipal Ward Boundary and Governance Review to a future council meeting as requested by Municipal Affairs.	Darrell	2024-09-10 Regular Council Meeting
24-08-585	That the October 8, 2024 Regular Council Meeting be rescheduled to October 16, 2024.	Louise	COMPLETE
24-08-589	That third and final reading be given to Revised Bylaw 1332-24 Tax Rate for Mackenzie County.	Jen	COMPLETE
24-08-590	That Bylaw 0956-14 Off Highway Vehicles Bylaw for La Crete and Bylaw 1196-20 Off Highway	Don	2024-09-10

Motion	Action Required	Action By	Status
	Vehicles Bylaw for Fort Vermilion be brought back to a future Regular Council Meeting.		Regular Council Meeting
24-08-591	That the Draft Mackenzie County Strategic Plan be TABLED to a future Regular Council Meeting.	Darrell	In Progress
24-08-595	That third and final reading be given to Bylaw 1347-24 to Repeal Bylaws 139-98, 173-99 and 538-05.	Louise	COMPLETE



Mackenzie County

P.O. Box 640, 4511-46 Avenue, Fort Vermilion, AB T0H 1N0
P: (780) 927-3718 Toll Free: 1-877-927-0677 F: (780) 927-4266
www.mackenziecounty.com
office@mackenziecounty.com

August 16, 2024

Email: ir.ministeroffice@gov.ab.ca

The Honourable Rick Wilson
Minister of Indigenous Relations
104 Legislature Building
10800 – 97 Avenue
Edmonton, AB
T5K 2B6

Dear Honourable Rick Wilson:

**RE: CONSULTATION PROCESS REGARDING DEVELOPMENT PLANS
FOR EXISTING TOURISM AND COMMERCIAL RECREATION
LEASES**

Mackenzie County is writing this letter to you today to discuss the current process regarding the requirement for consultation on Development Plans for existing TCL's, specifically Development Plans without a change in boundary.

Mackenzie County understands that Development Plans are an essential aspect to effectively protect and enhance habitat identified as critically important to wildlife and fish or having high recreational value to stakeholders. Development Plans define the features, goals, and vision of the site and identify the responsibilities of the project partners.

Most of Mackenzie County's Development Plans identify future planned infrastructure such as shower sites, new campsites, playgrounds etc. Currently, all future planned infrastructure are located within our existing boundary of our campsites.

Despite there being no boundary expansion, the Aboriginal Consultation Office has continuously instructed that Mackenzie County is required to consult on any development whether or not the improvement is large or small that has been proposed within the existing boundaries at our campgrounds.

Mackenzie County is kindly requesting an explanation as to why consultation on Development Plans for existing dispositions with no boundary changes are necessary.

Thank you for your time and if you have any questions or concerns please contact me at (780) 926-7405 or josh@mackenziecounty.com or our Chief Administrative Officer, Darrell Derksen at (780)-927-3718 or cao@mackenziecounty.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Knelsen".

Joshua Knelsen
Reeve
Mackenzie County

c. Mackenzie County Council



ALBERTA
INDIGENOUS RELATIONS

Office of the Minister

50542

August 28, 2024

Joshua Knelsen
Reeve of Mackenzie County
PO Box 640, 4511 – 46 Avenue
Fort Vermilion, AB T0H 1N0

Delivered via email to: office@mackenziecounty.com; josh@mackenziecounty.com

Dear Reeve Knelsen:

Thank you for your August 16, 2024, letter requesting further information on the consultation requirements for development plans associated within Mackenzie County's existing Tourism and Commercial Recreation Leases. I appreciate the opportunity to respond.

Consultation is a key process for understanding and considering potential impacts of Crown land and natural resource decisions on First Nations' Treaty rights, traditional uses, and the harvesting activities of Metis Settlements and Credibly Asserted Métis Communities. Alberta is committed to upholding these rights while continuing to support responsible development.

Given the details of your inquiry, I have asked the Aboriginal Consultation Office to follow up directly with Mackenzie County. Mike Maximchuk, the Region Lead for the Northwest Region, Aboriginal Consultation Office, will be reaching out to your Chief Administrative Officer, Darrell Derksen, to discuss this matter further. Should you need to speak with Mike in the meantime, he can be contacted by telephone at 780-624-7147 or by email at Mike.Maximchuk@gov.ab.ca.

Thank you again for bringing this to my attention. I trust this follow-up will help address any remaining questions you may have.

Sincerely,

Rick Wilson
Minister of Indigenous Relations

cc: Mike Maximchuk, Indigenous Relations

104 Legislature Building, 10800 – 97 Avenue, Edmonton, Alberta T5K 2B6 Canada Telephone 780-422-4144 Fax 780-638-4052

Printed on recycled paper



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

AR115836

August 9, 2024

Subject: 2025 Fire Services Training Program Grant

Dear Chief Elected Officials:

It is my pleasure to announce that Municipal Affairs is providing \$500,000 in grant funding for the 2025 Fire Services Training Program. This government recognizes the important work of fire services, and that public safety is always a priority. While Municipal Affairs respects that fire services are a municipal responsibility, we also recognize that a strong provincial-municipal partnership is key to keeping Albertans safe.

This grant provides supplemental funding supports to assist Alberta communities in ensuring their local fire services are adequately trained to respond to identified community risks. Courses approved for delivery under this grant will align with the following key outcomes:

- public safety is preserved in Alberta;
- community risk is effectively managed by local authorities; and
- firefighters are able to receive training in alignment with best practices.

Grant information, along with grant guidelines and application form are available at www.alberta.ca/fire-services-training-grant. Please forward this information to your chief administrative officers and fire chiefs, so they may complete the application form. Collaboration involving multiple municipalities is permitted, but not required.

If you have any questions regarding the grant applications or the program guidelines, feel free to contact Municipal Affairs at 1-866-421-6929 or firecomm@gov.ab.ca.

This grant program will assist fire departments across the province be prepared with the knowledge and skills to protect their communities. I look forward to reviewing your 2025 Fire Services Training Program submissions.

Sincerely,

Ric McIver
Minister



Mackenzie County

P.O. Box 640, 4511-46 Avenue, Fort Vermilion, AB T0H 1N0
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office@mackenziecounty.com

August 21, 2024

RE: MACKENZIE AQUATICS SOCIETY – GRANT FUNDING SUPPORT LETTER

It is my pleasure, on behalf of the Mackenzie County Council, to write a letter of support for the Mackenzie Aquatics Society in their intentions to source and secure capital cost funding for the Mackenzie Community Recreation Centre multi-purpose facility project.

Mackenzie County is a growing region with the most children per capita in the nation. Key infrastructure pieces such as this multiplex project, promotes not only physical and mental health but also the economic health, sustainability and development of the region.

This facility has the potential to keep funds locally that would normally leave the area. Expenditures such as medical trips and rehabilitation services which include workers compensation can stay in the region. It can also allow for new money in the form of attracting investors and supporting major events such as the Arctic Winter Games and Indigenous events.

The following is only a partial list of the benefits such a facility can bring:

- Supports physical and mental health of community members year round
- Increases investment in the region
- Attracts and retains Professional Services that are currently not available in our region
- Creates long term employment
- Recreation and Wellness - Huge benefit for Physio and Occupational Therapy
- Rehabilitation of workplace injuries
- Showcasing the region through major events such as Arctic Winter Games, Summer Games and Indigenous Events

Mackenzie Aquatics Society
Page 2
August 21, 2024

Should you have any further questions, please feel free to contact myself at (780) 926-7405 or Darrell Derksen, Chief Administrative Officer at (780) 927-3718.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Knelsen". The signature is fluid and cursive, with a prominent initial "J" and "K".

Joshua Knelsen
Reeve
Mackenzie County

c. Mackenzie County Council

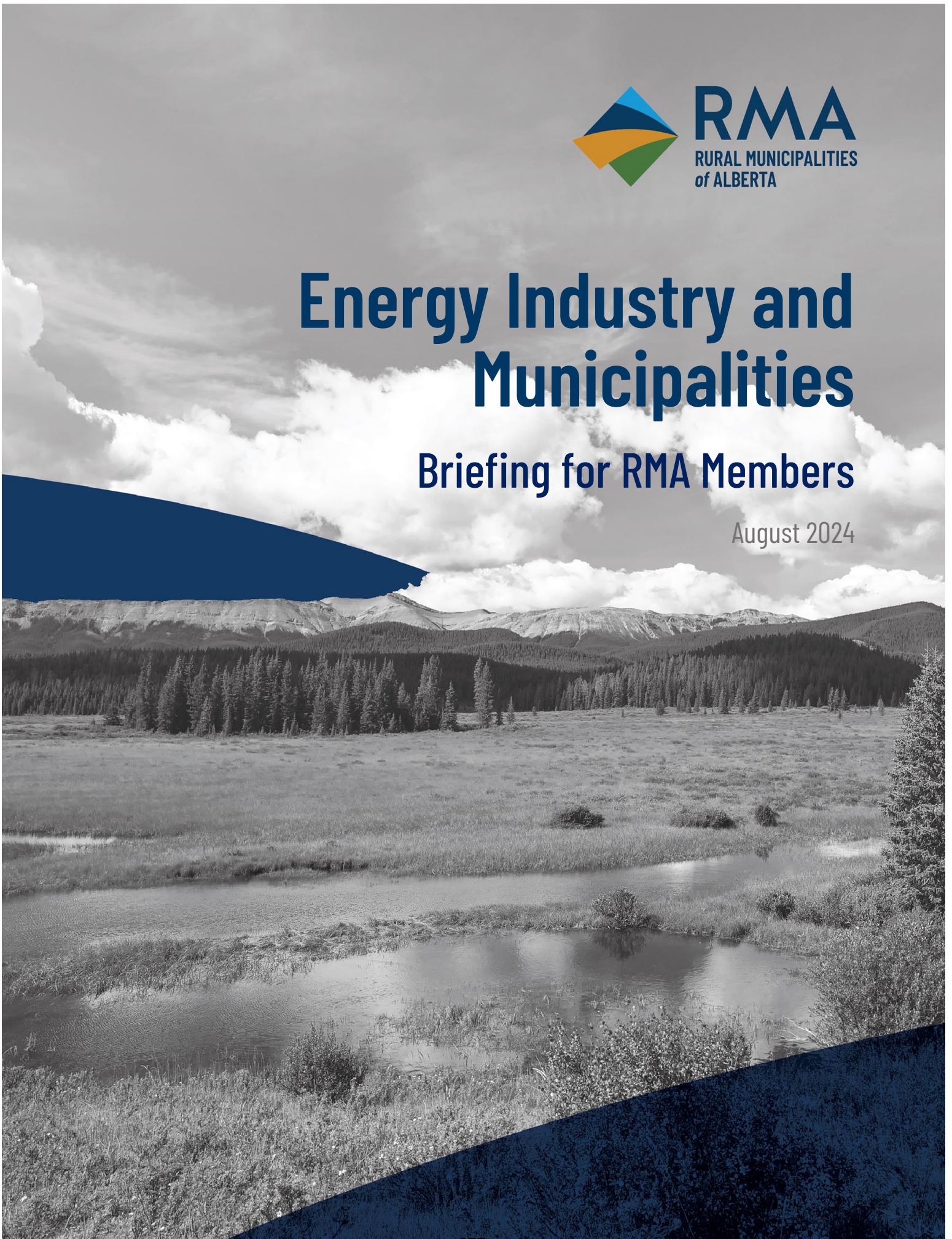


RMA
RURAL MUNICIPALITIES
of ALBERTA

Energy Industry and Municipalities

Briefing for RMA Members

August 2024



Introduction

RMA hosted a member townhall on August 13, 2024 to share information with members on several provincial government initiatives related to the oil and gas industry that could impact the financial health of rural municipalities. The topics discussed include:

- ◆ Ministerial Order 43/2023;
- ◆ Mature Asset Strategy;
- ◆ Assessment Model Review;
- ◆ Premier’s review of the AER; and
- ◆ Subsidization of the energy industry from municipal revenues.

Each of these policies on their own present risks to rural municipalities, although it is likely most municipalities could make adjustments to adapt. However, as these issues are evolving simultaneously, the cumulative impacts represent significant challenges for rural municipalities.

This briefing will provide an overview of each of the topics and provide information on what RMA is doing along with actions RMA members can take.

Ministerial Order 43/2023

What it is

[Ministerial Order 43/2023](#) (MO) was issued by the Minister of Energy and Minerals and directs the Alberta Energy Regulator (AER) to block the transfer of assets between two energy companies where one of them has property tax arrears in excess of \$20,000. This MO was in response to RMA's advocacy on unpaid municipal taxes. When it was implemented in 2023, RMA viewed it as a partial solution to the issue. After roughly a year of implementation, it is clear that the MO does not address "zombie companies" who continue to operate and not pay taxes, but are also not transferring assets.

Why we're talking about it

The Government of Alberta (GOA) is currently considering whether to amend the MO. The Orphan Well Association (OWA) and industry stakeholders have argued that the application of the MA on assets under control of the OWA is preventing those assets from being purchased by operating companies, and sending producing wells into the OWA's inventory. When most oil and gas companies enter bankruptcy, they own a mix of profitable and non-viable assets. If that company had outstanding municipal taxes, the MO will block the OWA from selling those assets unless the receiving company pays all of the insolvent company's unpaid municipal taxes. RMA is concerned that any weakening of the MO will create a "slippery slope" effect where assets at risk of entering the OWA are allowed to become exempt from the transfer requirements. It also could result in marginally profitable assets being transferred from the OWA to companies with existing viability risks that are likely to continue to ignore tax payment obligations in order to minimize the OWA inventory and therefore keep the industry's OWA levy costs as low as possible. In other words, there is a risk that allowing assets to more easily be transferred out of the OWA could result in assets being transferred to companies that are not well-positioned to operate them responsibly.

What RMA is doing

RMA is engaged with the GOA and other stakeholders to share concerns about how changes to the MO may impact the effectiveness of the Order. Additionally, RMA continues to seek policy changes that will require municipal taxes to be paid as a condition of operating oil and gas facilities.

Mature Asset Strategy

What it is

The Premier's office is beginning work on a Mature Asset Strategy to support the continued operation of older, less profitable oil and gas assets, primarily in southern Alberta. The Strategy is driven by a concern on the part of government and industry that economic forces and fixed operating costs linked to property taxes, regulatory and reclamation requirements, and other factors are impacting the profitability of mature assets, resulting in untapped oil and gas resources because the economic case for extraction no longer exists. Six stakeholder working groups are being created to develop the Strategy, including a municipal working group to explore municipal assessment and taxation through a lens of whether the current assessment and taxation model is appropriate to support the continued operation of mature assets.

Why we're talking about it

The strategy assumes that exploitation of mature assets is stalled due to regulatory costs and taxes. RMA is concerned as the strategy working groups are likely to be comprised mainly of industry representatives, and could focus on "solutions" such as:

- ◆ Reduced regulatory oversight for liability management;
- ◆ Shifting liability management from industry to public;
- ◆ Reduced expectations for environmental monitoring and reclamations;
- ◆ Changes to the assessment model through Schedule D depreciation or a fundamental restructuring of how mature assets are assessed; and
- ◆ Pressure on municipalities to apply property tax breaks/incentives.

What RMA is doing

RMA is engaged with the Premier's office to bring the rural municipal perspective to the table, emphasizing the role municipal taxes play in funding infrastructure maintenance. The Strategy development process is expected to get underway in September. RMA will provide members with more information as it becomes available.

What RMA members can do

RMA members can meet with local MLAs to counter the narrative that mature assets are uneconomical due to municipal taxes. The simple matter is that these assets no longer produce significant revenue as a result of decreased production and lower natural gas prices. Additionally, RMA members can share with their MLAs the role of municipal revenue in funding infrastructure maintenance, and how the energy industry relies on municipal infrastructure to access natural resources.

Assessment Model Review

What it is

The [Assessment Model Review](#) (AMR) will provide recommendations to the Minister of Municipal Affairs on changes to how regulated assets (such as oil and gas, telecommunications, and railways) are assessed for property tax purposes. The AMR is intended to “modernize” assessment methodology and ensure assessments are based on current technology, construction costs, and other parameters. The current AMR began earlier this year and is scheduled to conclude in 2028.

Why we’re talking about it

The regulated assessment model is highly complex, and any changes to the methodology will impact property tax outcomes. As a result, the AMR process is very important for both municipal and industry stakeholders. Over the past decade, multiple attempts to review and amend the overall regulated assessment model, or specific components of the model, have been unsuccessful as stakeholder positions became entrenched. While RMA is dedicating significant time and capacity to participating constructively and thoughtfully in the current AMR, there are already challenges related to the review scope and process.

What RMA is doing

RMA is actively participating in the AMR, although the process is currently paused to review how engagement moves forward constructively. The GOA has confirmed that the scope is limited to updating the rates and methodology used in the existing model as opposed to re-building the assessment model from scratch. RMA will continue to emphasize that tax policy, including industry incentives, must be developed in a transparent manner outside of the AMR.

RMA provides members regular AMR updates by email. Expect the next update in early September.

Premier's Review of the AER

What it is

In January 2023, the Premier of Alberta formed an advisory council to develop a long-term vision of Alberta's energy future. This work was completed in June 2023, and included significant focus on the Alberta Energy Regulator (AER). While the panel's work was underway, the AER independently engaged with industry to evaluate its own performance. The results of the initial advisory council report and the in-house AER review were not released publicly, but were shared with the Premier. In response, the Premier tasked the Minister of Energy and Minerals to review the two AER-related reports and provide recommendations on how the AER should respond. The Minister subsequently formed an independent panel comprised of those with experience in the energy industry to conduct the review and develop a report and recommendations. The [report was recently released](#).

Why we're talking about it

The final report recommends that the AER's scope be narrowed to focus strictly on technical issues and risk-based decision making. The report is written from the perspective of "the regulated" (the companies under the AER's purview) and frames its recommendations and criticisms in terms of how AER's processes and responsibilities should be modified to enhance efficiency and certainty for industry, with virtually no consideration of other stakeholders impacted by the industry, aside from vague references to environmental protection and the confusing approach to Indigenous engagement/partnership. This is significant for the RMA, as engaging with municipalities and considering municipal concerns in the AER approval process is viewed by the report's authors as out of scope from their view of the AER's appropriate scope. This perspective contradicts the RMA's position on the AER's role, as well as much of the academic literature on effective industry regulation, which typically argues that the role of an industry regulator is to understand and represent the concerns and perspectives of the public in relation to the industry and ensure that risks to impacted stakeholders are minimized. Much of RMA's criticisms of the AER for taking no action to address unpaid taxes is framed around the idea that the regulator's role is to represent and protect the public interest, which this report refutes completely.

What RMA is doing

RMA has shared concerns with the report with the Premier and is monitoring for possible next steps in terms of further discussion or implementation of the recommendations.

Subsidization of the Oil and Gas Industry

What it is

Since 2021, the GOA has made several policy decisions to subsidize the oil and gas industry using municipal revenue. While the issue of unpaid oil and gas property taxes, which has been a priority area for many years, is an example of policy *inaction* that has allowed an informal industry subsidy to persist, several other deliberate decisions have had major impacts on municipal revenues with unclear benefits for industry. These include the zero-ing of the Well Drilling Equipment Tax (WDET) rate, a three-year property tax holiday on newly drilled wells, and a 30% assessment reduction on shallow gas wells. Based on RMA's analysis, from 2021 to 2023, these four GOA policy decisions have cost RMA members \$332 million in lost revenue:

- ◆ \$91.74 million from the elimination of the Well Drilling Equipment Tax;
- ◆ \$52.59 million from the holiday on assessment on newly drilled wells;
- ◆ \$25.44 million as a result of the 35% reduction in assessment on shallow gas wells; and
- ◆ \$162.46 million in unpaid taxes during this three-year period.

While the current government narrative is most focused on mature assets, the majority of the subsidization since 2021 (WDET and new drill holiday) has focused on reducing costs for drilling new, immediately profitable wells.

Why we're talking about it

RMA members have already been the source of significant subsidies to the oil and gas industry, as reflected in the numbers above. Other elements, such as the AMR, shrinking the AER's scope, or the Mature Asset Strategy all have the potential to further decrease municipal revenues or increase local risks associated with the industry. It is important for RMA and RMA members to inform the GOA that they have already been the source of subsidy to the energy industry, and additional efforts to reduce municipal revenues will place municipalities in significant financial distress. RMA plans to use this subsidization data to inform our involvement and position development in all of the issues outlined in this briefing in the coming months.

The Big Picture

RMA is engaged on each of these separate issues directly. This includes participating in working groups, preparing submissions for formal consultations, and responding to relevant reports outside of the consultation process. To counter the overarching narrative, RMA is looking for opportunities to encourage local advocacy. The information in this briefing is intended to both inform members on RMA's recent work as well as give members tools to use when meeting with local MLAs. Stay tuned for more detailed information on some or all of these issues as they develop in the coming months.

Questions?

Contact Policy Advisor Warren Noga at warren@RMAAlberta.com or GM of Policy and Advocacy Wyatt Skovron at [wyatt@RMAAlberta.com](mailto:w Wyatt@RMAAlberta.com).

**LA CRETE RECREATION SOCIETY
REGULAR MEETING
June 19, 2024**

**Northern Lights Recreation Centre
La Crete, Alberta**

Present: Joe Driedger, President
Philip Krahn, Vice-President
Dave Schellenberg, Treasurer/Shinny Rep
Shawn Wieler, BHP Rep
Jim Neudorf, Figure Skating
George Fehr, Director
Jonathan Klassen, Arena Manager
Corrina Doerksen, Secretary/Bookkeeper
Ed Wiebe, Recreation Coordinator

Missing: Lukas Peters
Mike Schellenberg
Duffy Driedger
Peter F Braun
John Zacharias
Henry Goertzen

Call to Order: President Joe Driedger called the meeting to order at 5:57 p.m.

Approval of Agenda

- 1: Add 9.6 Boiler Pump

Shawn Wieler moves to accept the agenda as amended.

CARRIED

Recreation Coordinator Report- Ed Wiebe

1. Recreation Coordinator Report by Ed Wiebe

Financials:

- 1: Financials were presented by Corrina Doerksen.

Jim Neudorf moves to accept the May 2024 Financial Report.

CARRIED

Approval of Previous Meeting's Minutes

George Fehr moves to accept the May 16, 2024 regular meeting minutes as presented.

CARRIED

Business from Previous Minutes

Review of Action Sheet

Managers Report – Jonathan Klassen

1. Managers Report presented by Jonathan Klassen

Dave Schellenberg moves to accept the April 2024 Managers Report.

CARRIED

New Business:

9.1 Shed Auction Items

There are lots of unused items taking space in the shed. Jonathan Klassen asked if those items could be brought to an auction sale in July.

George Fehr made a motion to bring any unneeded items to an auction sale.

CARRIED

9.2 Ice Making Date

Ice making will begin in the RK rink August 19, 2024.

9.3 Summer Students

Jonathan Klassen suggested summer student employees be used for other community projects in addition to rec programs as the schedule allows. LCRS supports this suggestion.

9.4 Shinny Hockey

Dave Schellenberg is resigning as the Shinny Hockey Rep. His replacement is TBD.

9.5 Winter Janitorial Contract

Tabled until August meeting.

9.6 Boiler Pump

One boiler pump broke down and we have no back up. TD Mechanical has one in stock that had been previously be ordered by Philip Doerksen for this reason, TD mechanical quoted \$2750 for the project.

Philip Krahn made a motion to proceed with hiring TD Mechanical as per quote to install the additional boiler pump.

Philip Krahn moves to go in camera at 6:33 p.m.

George Fehr moves to go out of camera at 6:38 p.m.

Jim Neudorf made a motion to accept the Managers Performance Review as presented.

CARRIED

Shawn Wieler moves for the meeting to be adjourned at 6:39 p.m.

Next Meeting will be **August 15 2024 at 6:00pm.**

ACTION SHEET

Following June 19, 2024 Meeting

Action:		Assigned:	Date to be Completed:	Status:
1.	Lumber Barons Agreement	LCRS	June 2024	Complete
2.				
Ongoing & Annual Items				
Action:		Assigned:	Date to be Completed:	
1.	Send Meeting minutes to Mackenzie County	Secretary	Monthly	
2.	Annual Manager's Performance Review	Subcommittee	Annually by April 30 th	
3.	Advertise or Caretakers for Outdoor Rinks	Arena Manager	Annually in September	
4.	Send out meeting requests electronically to all board members.	Secretary	Monthly	
5.	Review arena rates	LCRS	Annually in January	
6.	Board Member Assignments	LCRS	Annually by LCRS AGM	
7.	Annual Recreation Coordinator Review	Subcommittee	Annually in October	



Overview of Key Findings:

National Police Federation Alberta

Wave 6

June 2024

Methodology

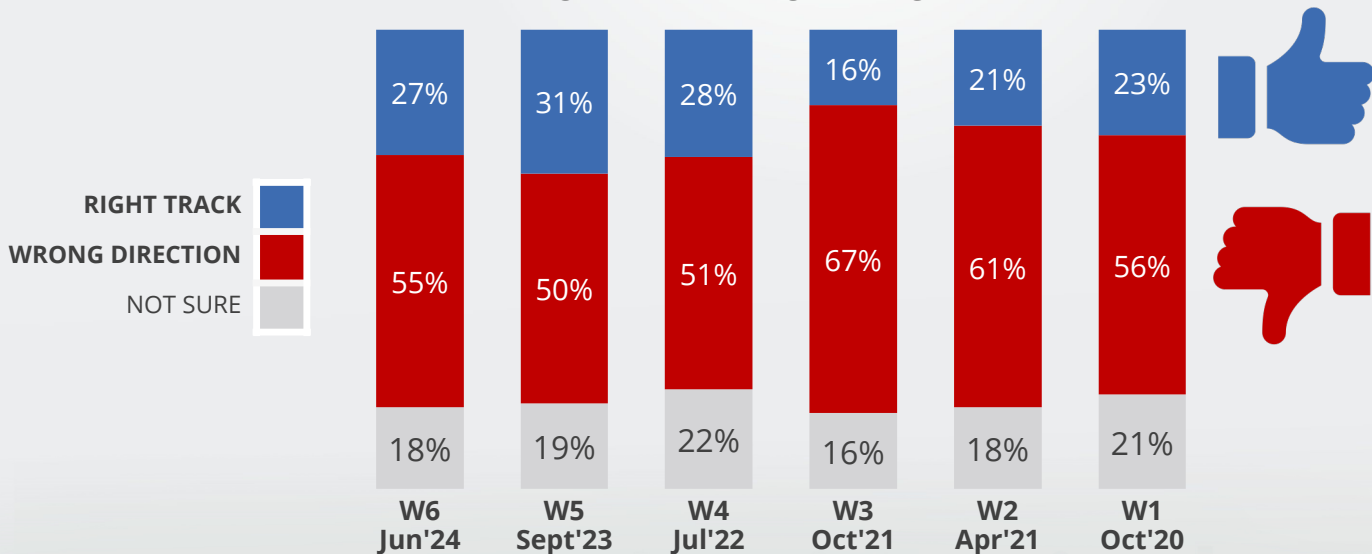
- **Sampling:** Online survey of randomly selected sample of **1200 adult (18+) Alberta Residents**
- **Field Window: June 14 – June 24, 2024**
 - This is the **6th wave** of this study. Each wave includes a core set of tracking questions as well as new questions.
 - Wave 5 of study (N=1,202) conducted Sept 15 – Oct 4, 2023
 - Wave 4 of study (N=1,206) conducted July 6 – 19, 2022
 - Wave 3 of study (N=1,221) conducted Oct 21 – Nov 4, 2021
 - Wave 2 of study (N=1,228) conducted April 30 – May 7, 2021
 - Wave 1 of study (N=1,300) conducted Oct 21 – 28, 2020
- **Reliability:** Non-probability samples cannot be assigned a margin of error. *As a relative guideline, we have provided margins of error for a probability sample of this size. Data has been weighted by region, age and gender to be representative of the population of Alberta
- Discrepancies in totals are due to rounding.

Region	Number of Interviews	Margin of error*
Calgary	225	±6.5%
Edmonton	220	±6.6%
Calgary Suburbs	101	±9.8%
Edmonton Suburbs	110	±9.3%
Rural Central	171	±7.5%
Rural North	154	±7.9%
Rural South	219	±6.6%
ALBERTA	1200	±2.8%

Increased majority say provincial government is going in wrong direction

- Right track returns to pre-election level while wrong direction increases 5% since wave 5 (September 2023)
- Right track lower in Edmonton (18%) relative to Calgary (28%)

ALBERTA PROVINCIAL GOVERNMENT: OVERALL PERFORMANCE



1. In Alberta today, do you think the provincial government is on the right track or do you think it is heading off in the wrong direction? (Total W6 Jun 2024 N=1200, W5 Sept 2023 N=1202, W4 Jul 2022 N=1206, W3 Oct 2021 N=1221, W2 Apr 2021 N=1228, W1 Oct 2020 N=1300)

Affordability leads list of concerns across all regions; Policing and public safety very low on the list

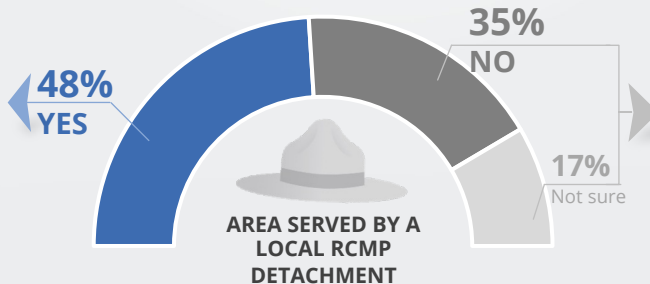
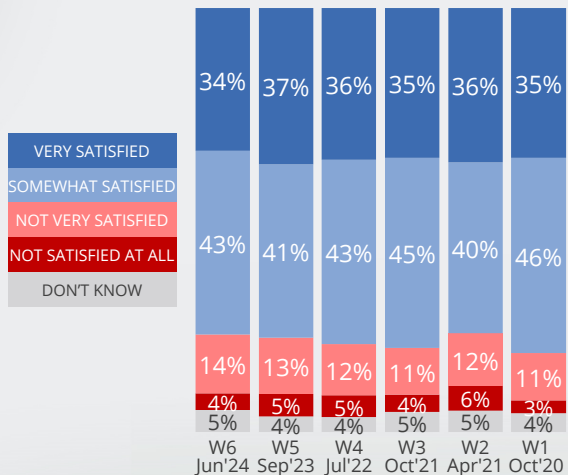
- Affordability is top provincial priority issue for majority of Calgary city (55%) and suburban residents (57%), and those under age 55 (53-55%)
- Health care is a close second (35%) as a priority issue for 55+ voters
- At 1%, policing and public safety does not rise to the top of the priority list for 99% of Albertans

	REGION								GENDER		AGE		
	Cal	Edm	Cal Subs	Edm Subs	Rural North	Rural Cent	Rurals South	All Rural	Male	Female	18-34	35-54	55+
Affordability and cost-of-living	55%	44%	57%	41%	41%	46%	46%	44%	43%	53%	53%	55%	39%
Health care	19%	28%	16%	30%	34%	23%	23%	28%	23%	26%	14%	20%	35%
Alberta's economy	13%	14%	17%	12%	12%	16%	20%	15%	19%	10%	14%	15%	14%
Climate change & environment	4%	4%	2%	5%	2%	5%	5%	4%	4%	4%	5%	2%	5%
Education	2%	5%	4%	1%	4%	3%	1%	3%	3%	3%	5%	3%	1%
Policing and public safety	2%	3%	-	-	-	2%	1%	1%	2%	1%	-	2%	2%
Indigenous reconciliation	-	-	-	2%	-	-	-	-	1%	-	1%	1%	-

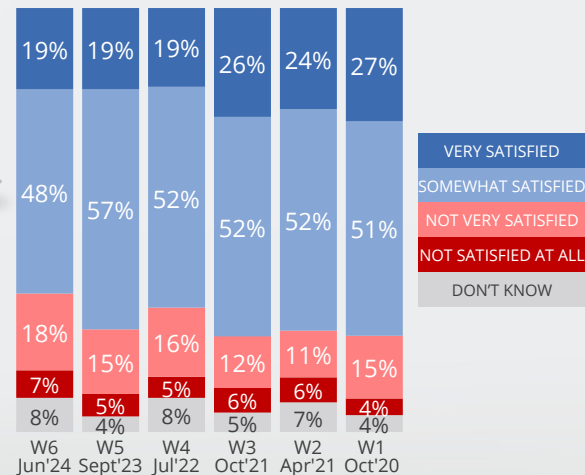
About 4-in-5 of Albertans in RCMP-served areas say they are satisfied with the RCMP's policing

- Satisfaction with the RCMP (77%) is consistent with wave 5 (78%)
- Satisfaction in non-RCMP served communities (67%) lowest across six waves.
- Level of those "very satisfied" much higher in RCMP-served communities (34%) compared to non-RCMP served (19%)

SATISFIED WITH RCMP'S POLICING



SATISFIED WITH POLICING IN COMMUNITY



4. Is your municipality or local area served by a local RCMP detachment? (Total N=1200)

5. How satisfied are you with the RCMP's policing of your community?

(Yes, at Q4 W6 Jun'24 N=678, W5 Sept 2023 N=699, W4 Jul 2022 N=696, W3 Oct 2021 N=727, W2 Apr 2021 N=733, W1 Oct 2020 N=809)

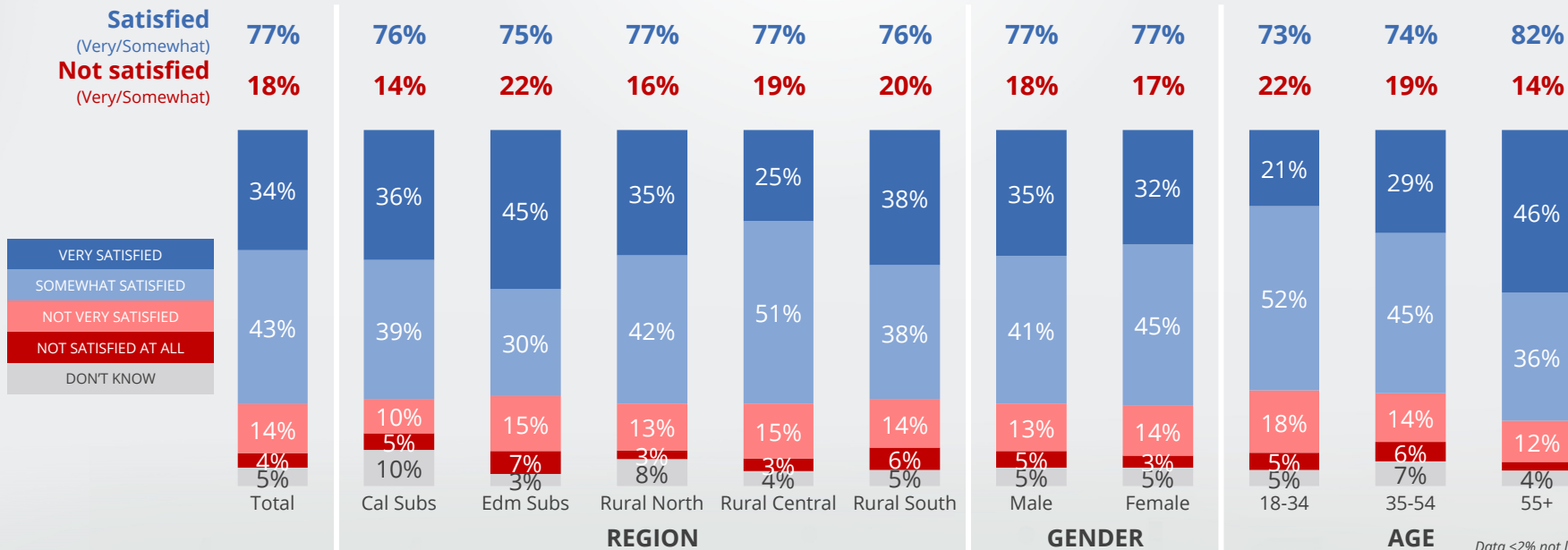
6. How satisfied are you with the policing in your community?

(No or Not Sure at Q4 W6 Jun'24 N=522, W5 Sept 2023 N=503, W4 Jul 2022 N=510, W3 Oct 2021 N=494, W2 Apr 2021 N=495, W1 Oct 2020 N=491)

Satisfaction with the RCMP is high across all regions, genders, and age groups

- Net-satisfaction is highest in the Calgary suburbs (+62%) and Rural North (+61%), and among 55+ age group (+68%)

SATISFIED WITH RCMP'S POLICING

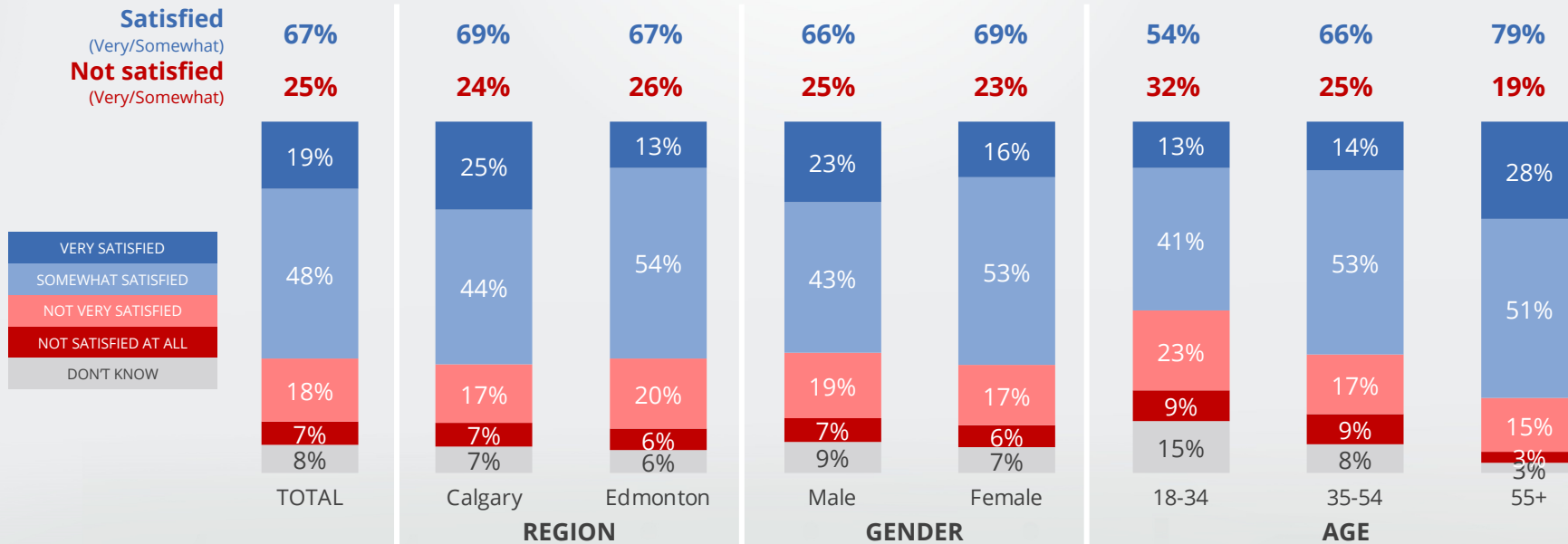


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Satisfaction levels in non-RCMP served communities

- Higher level of those not satisfied among young people (32%)

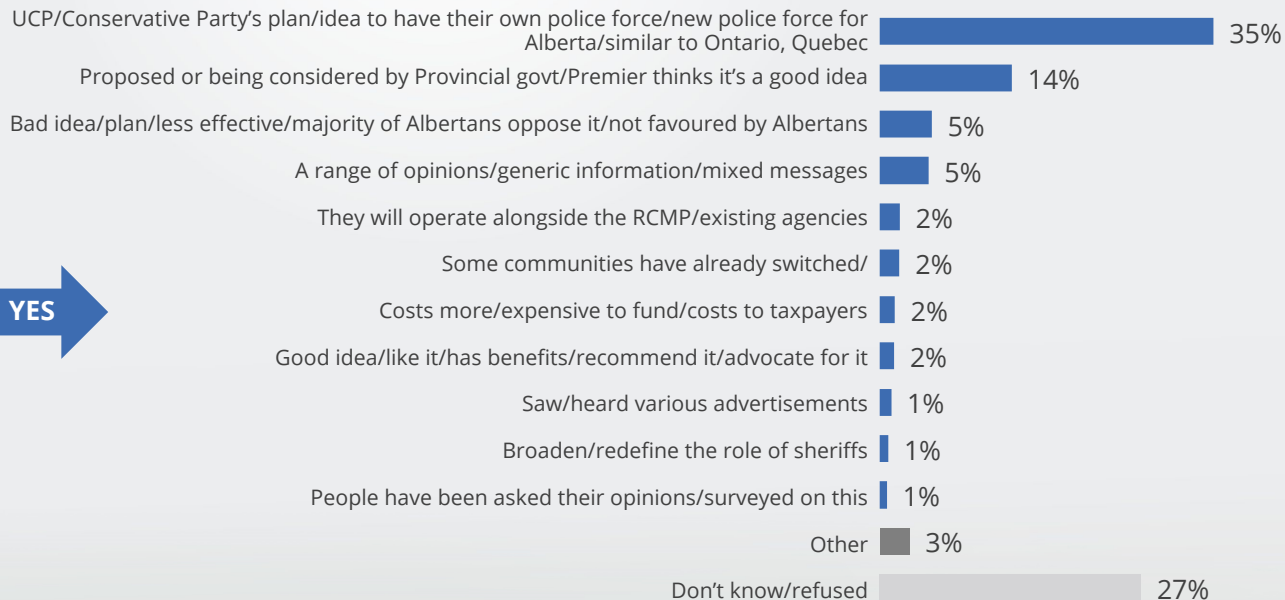
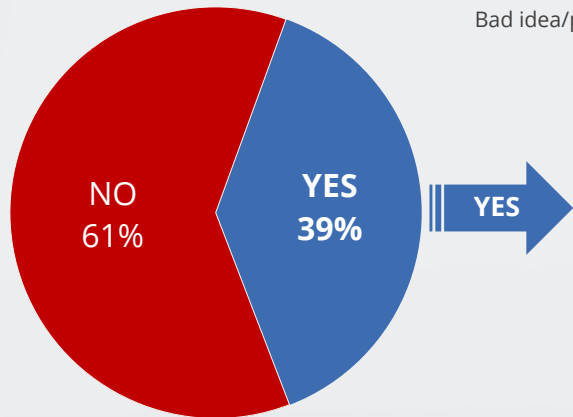
SATISFIED WITH POLICING IN COMMUNITY



Independent Agency Police Service (IAPS)

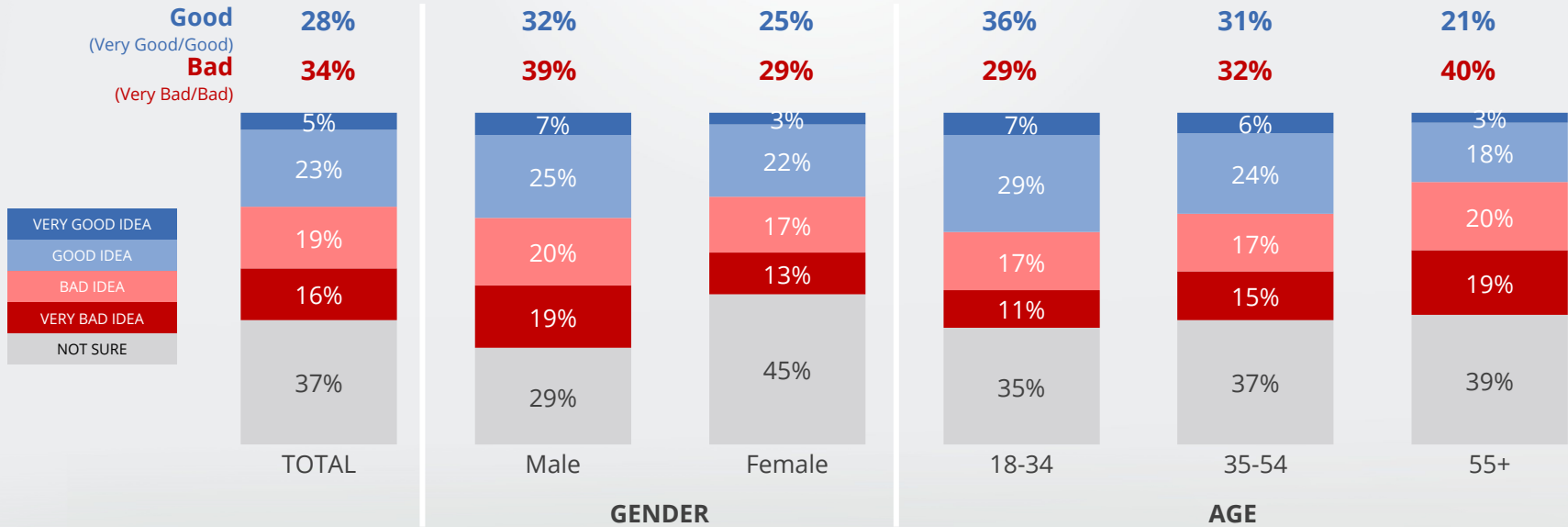
About 2-in-5 aware of proposal by Alberta government to create new Independent Agency Police Service (IAPS)

- Plurality of respondents connect proposal to Alberta having its own police force similar to other provinces



More Albertans say IAPS is a bad idea than a good one with over one-third not sure

- Both men (-7%) and women (-4%) are net-negative with women more likely to be “not sure” (45%)
- 18-34 age group more likely to say it’s a good idea (+7%) while 55+ age group sees it as bad idea (-19%)

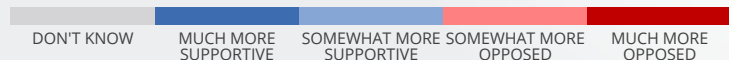


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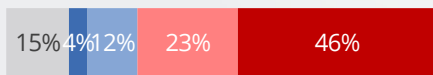
Taxpayer cost and training standards drive opposition to IAPS; shoring up rural policing drives support

- Taxpayer costs was top message of those tested in terms of driving opposition to IAPS, across genders and age groups
- 60% more opposed, including 35% much more opposed, to IAPS being “first step in Danielle Smith’s plan to entirely remove the RCMP from local policing in Alberta”

More Opposed
(Much/Somewhat)



Creating a new Independent Agency Police Service to work alongside the RCMP is going to cost taxpayers a lot of money while making policing more complicated in Alberta



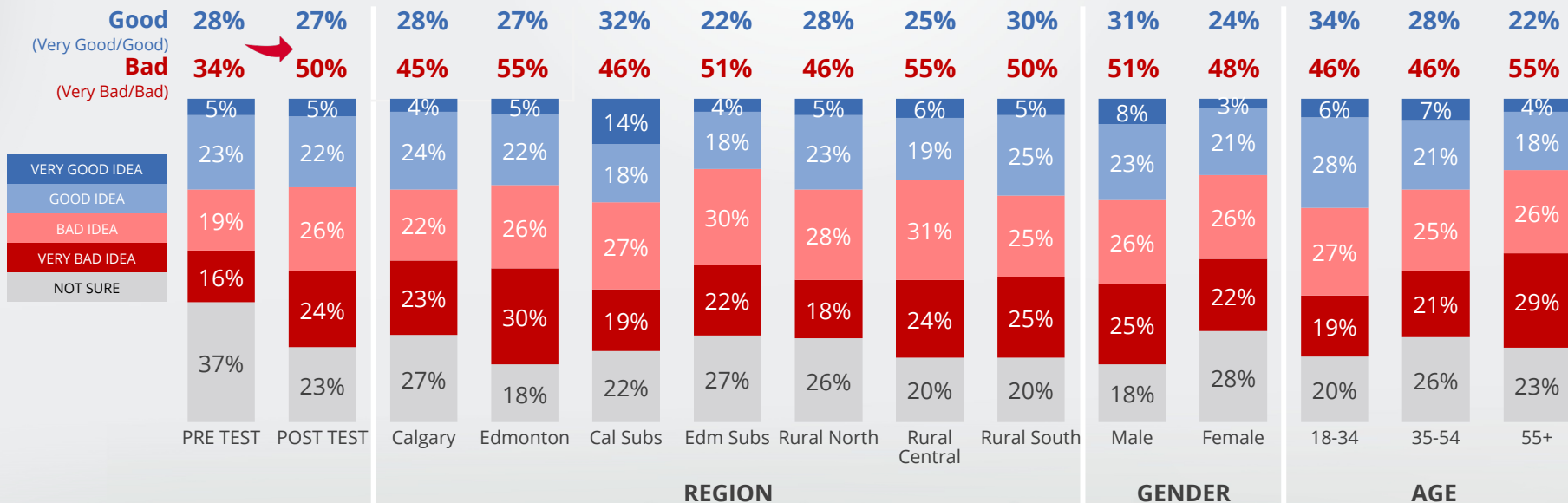
	TOTAL	GENDER		AGE			REGION						
		M	F	18-34	35-54	55+	Cal	Edm	Cal Subs	Edm Subs	Rural North	Rural Cent	Rural South
Creating a new Independent Agency Police Service to work alongside the RCMP is going to cost taxpayers a lot of money while making policing more complicated in Alberta	69%	65%	74%	63%	71%	73%	67%	73%	71%	76%	66%	70%	65%
Officers in the proposed Independent Agency Police Service will not have same level of training and standards as RCMP and municipal police officers	65%	60%	70%	56%	60%	75%	60%	65%	54%	71%	73%	69%	68%
Some observers say that the new Independent Agency Police Service is the first step in Danielle Smith's plan to entirely remove the RCMP from local policing in Alberta	60%	56%	64%	52%	59%	66%	59%	65%	51%	57%	54%	64%	64%
Increased funding for a new Independent Agency Police Service could come at the expense of funding RCMP and municipal police services	57%	58%	57%	53%	53%	63%	51%	60%	58%	62%	61%	63%	53%



12. Here are some general statements about policing in Alberta. Please indicate whether they make you more supportive or more opposed to a new Independent Agency Police Service (IAPS) that would take on the responsibility for the roles currently carried out by the Alberta Sheriffs and work alongside the RCMP and municipal police services. (Split Sample: N=719-1200)

Post-Test: Majority says IAPS is a “bad idea” after reviewing statements

- Swing of ‘not sure’ respondents in pre-test to “bad idea” in the post-test. Those saying IAPS proposal is a ‘good idea’ consistent.
- In post-test, IAPS proposal seen as a “bad idea” across all genders and age groups.

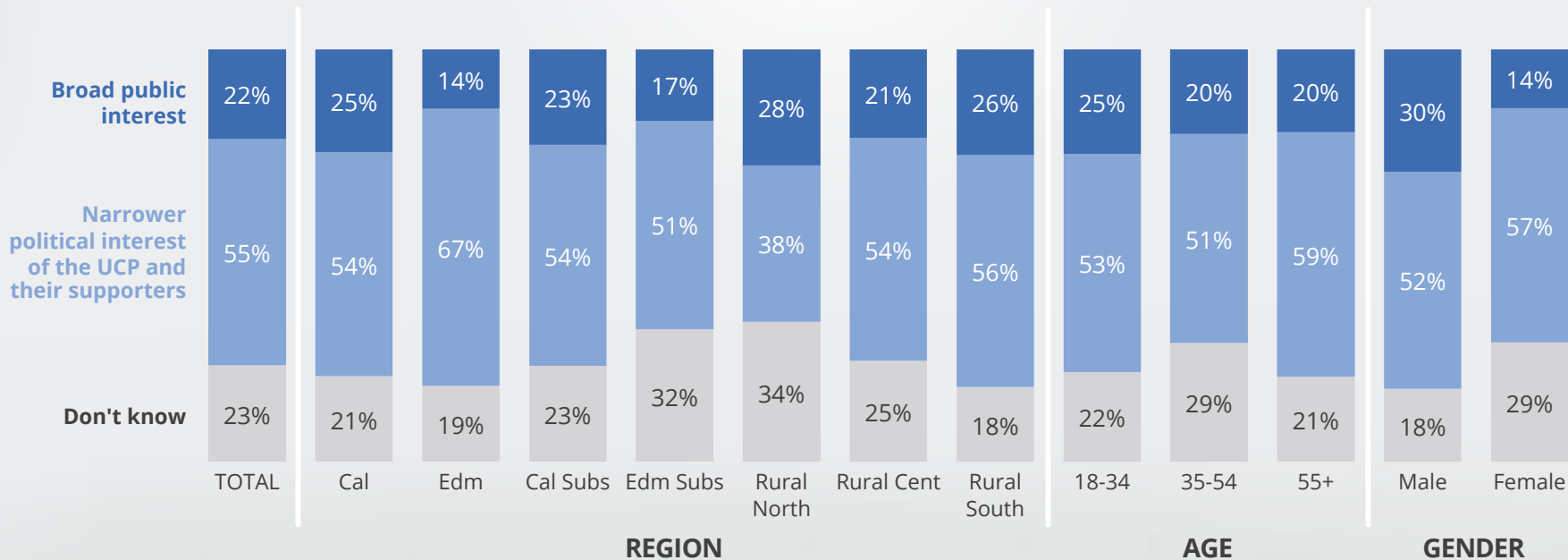


13. Now that you reviewed additional information, do you think an Independent Agency Police Service (IAPS) that would take on the responsibility for the roles currently carried out by the Alberta Sheriffs and work alongside the RCMP and municipal police services is a good idea or a bad idea? (Total N=1200)

300

On policing, over half say Smith/UCP motivated by narrow political interests instead of broad public interest

- Men (30%) twice more likely than women (14%) to say UCP government motivated by broad public interest on policing issues
- Majority in all regions say narrow political interest motivating government on policing issues, except Rural North

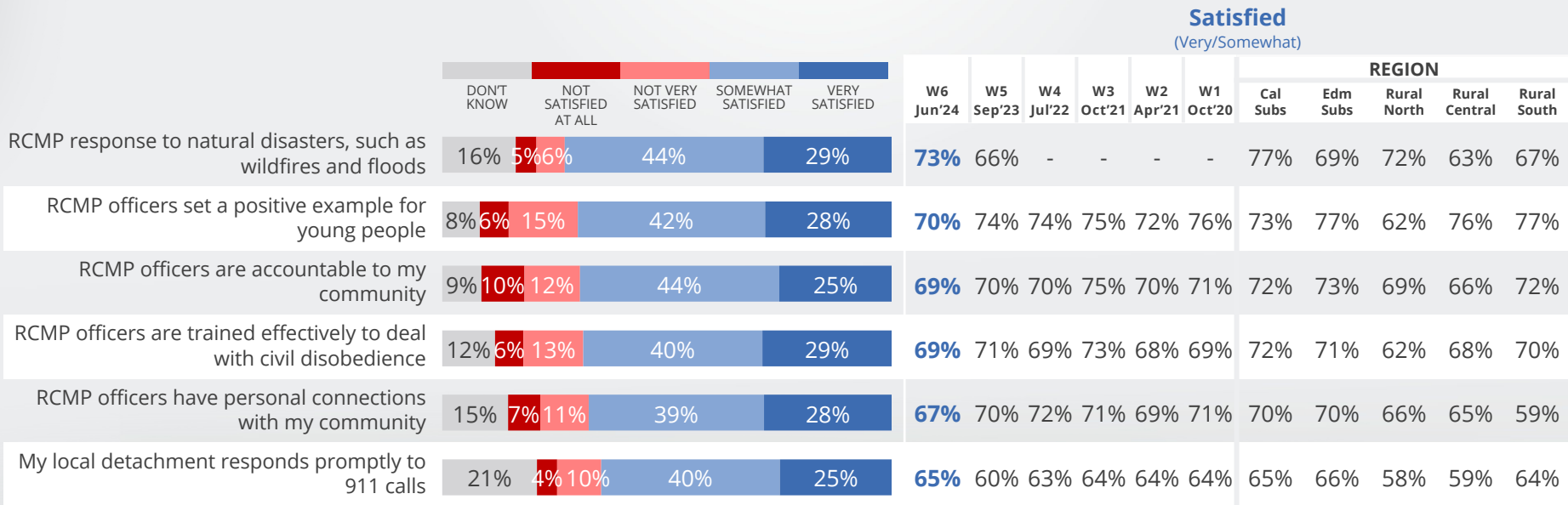


18. When it comes to policing issues, do you think Premier Danielle Smith and the UCP government are motivated to make changes that are in the... (Total N=1200)

Rural/ RCMP Communities

Majority satisfied on each aspect of policing in RCMP-served communities

- RCMP response to natural disasters... rises to top aspect in terms of overall satisfaction (73%)
- Setting an example for young people marginally declines (-4%) and stands as second highest aspect
- RCMP officers trained effectively to deal with civil disobedience has highest level of those “very satisfied” (29%) – tied with natural disasters aspect
- My local detachment responds promptly to 911 calls increases from 60% to 65%

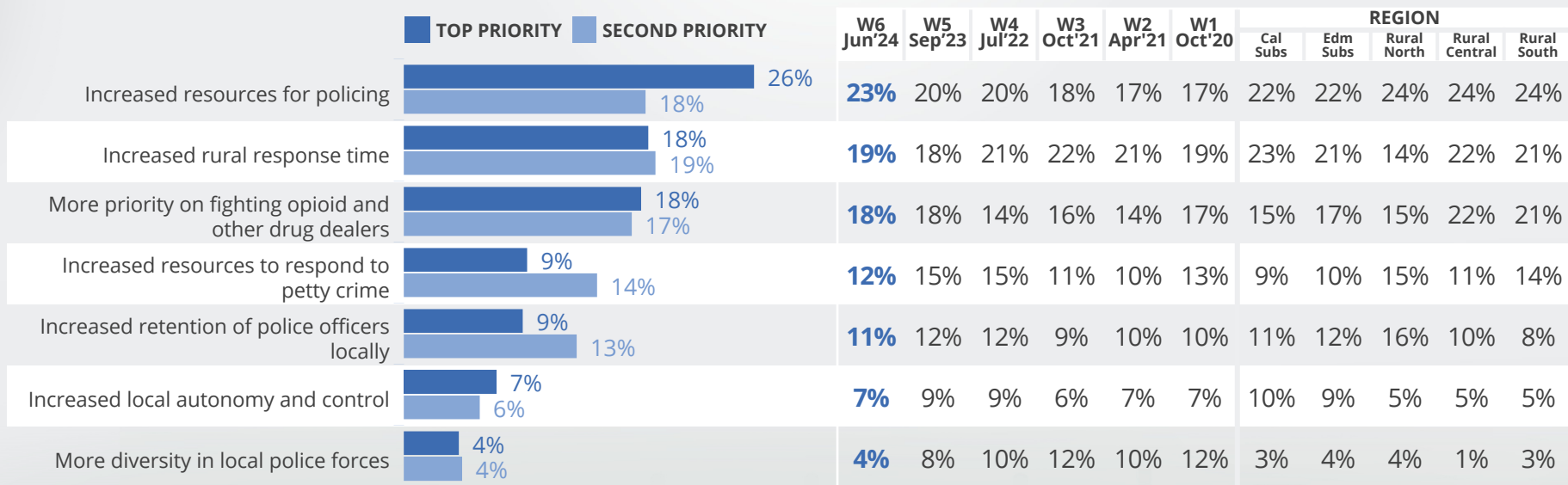


19. Thinking about policing in your community, for each of the following, what is your level of satisfaction?
 (Rural / RCMP Communities W6 Jun 2024 N=492 to 494, W5 Sept 2023 N= varies from 507 to 511, W4 Jul 2022 N= varies from 453 to 476, W3 Oct 2021 N= varies from 473 to 493, W2 Apr 2021 N= varies from 476 to 502, W1 Oct 2020 N= varies from 526 to 558)

Increased resources for policing has highest level of “top priority”

- Increased resources for policing is top priority across all regions, except Calgary Suburbs
- More priority on fighting opioid and other drug dealers is higher priority in Rural Central and Rural South relative to other regions
- More diversity in local police forces continues to decline as a priority relative to other priorities

Overall Priority

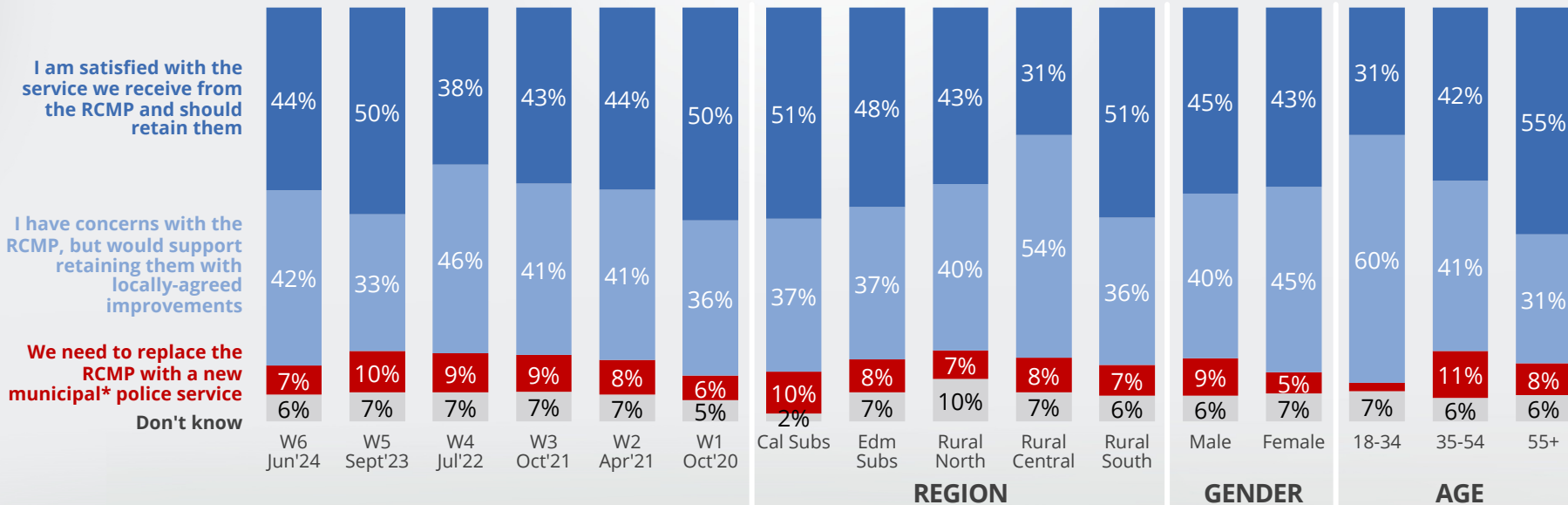


20. Which of the following improvements to RCMP service in Alberta would be your highest priority? And the second highest priority? (Rural / RCMP Communities W6 Jun 2024 N=678, W5 Sept 2023 N=699, W4 Jul 2022 N=695, W3 Oct 2021 N=727, W2 Apr 2021 N=733, W1 Oct 2020 N=809)

Rural / RCMP communities:

Over 8-in-10 say that Alberta retain the RCMP, either conditionally or unconditionally

- Those choosing “satisfied with...RCMP and should retain them” or “have concerns... but would support retaining them with improvements” is a combined 86%, a marginal increase compared to wave 5 (83%).
- Only 1-in-14 (7%) choose “we need to replace the RCMP with a new municipal police service”, compared to 10% in wave 5. This level is comparable to previous waves (1-4) where respondents could choose replacing the RCMP with a “provincial police service”



*Waves 1 to 4: “replace...with a new provincial police service”; Waves 5-6: “replace...with a new municipal police service”

Data <2% not labelled.



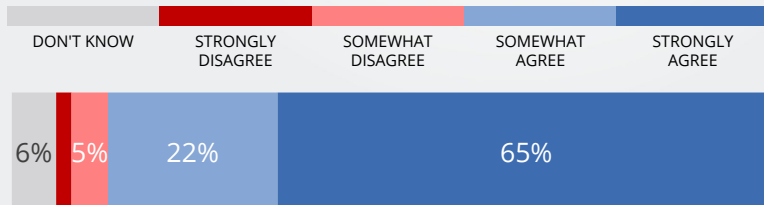
21. Which of the following statements best reflects your viewpoint? (Rural / RCMP Communities w6 Jun 2024 N=678, W5 Sept 2023 N=699, W4 Jul 2022 N=695, W3 Oct 2021 N=727, W2 Apr 2021 N=733, W1 Oct 2020 N=809) Statement #2 wording in W1: “I have concerns with the RCMP, but would support retaining them if there were significant improvements”

Province-wide:

Strong agreement that that detailed accounting of costs and impacts needed / more important priorities than who polices

- Clear majority strongly agree with both statements

Before any changes to municipal policing in Alberta are agreed to, there needs to be a detailed accounting of the costs and impacts to service levels



There are other more important priorities to deal with in Alberta right now than changing who polices local communities



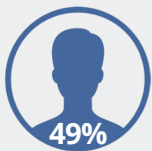
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Agree
(Strongly/Somewhat)

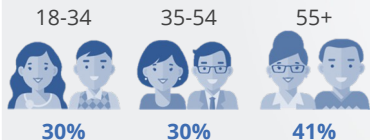
W6 Jun'24	GENDER		AGE		
	Male	Female	18-34	35-54	55+
87%	86%	89%	78%	87%	94%
84%	82%	86%	77%	85%	89%

Demographic Profile

GENDER



AGE



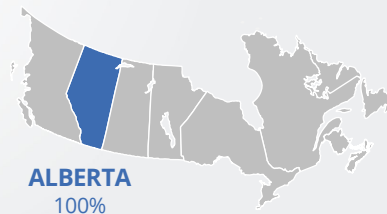
CHILDREN UNDER 18 YRS OLD



ATTENDANCE AT RELIGIOUS SERVICES

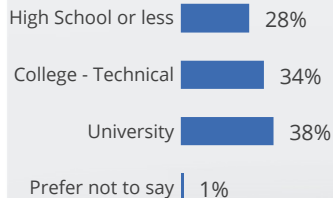


PROVINCIAL RIDING

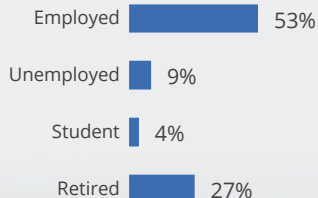


Calgary	30%
Edmonton	23%
Calgary Suburbs	7%
Edmonton Suburbs	10%
Rural North	13%
Rural Central	9%
Rural South	8%

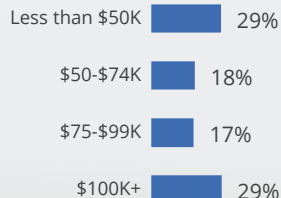
EDUCATION



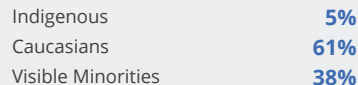
EMPLOYMENT



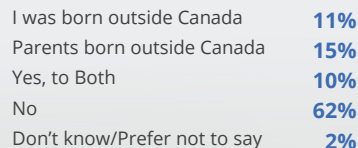
INCOME



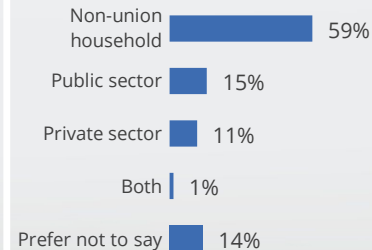
ETHNICITY



BIRTHPLACE OUTSIDE CANADA



UNION MEMBERSHIP





National Police Federation Alberta

Wave 6

June 2024



Orphan Well Association

Alberta Oil and Gas Orphan Abandonment and Reclamation Association
1800, 222 – 3 Avenue SW, Calgary Alberta, T2P 0B4
www.orphanwell.ca

July 8, 2024

Reeve Josh Knelsen
4511-46 Avenue, Box 640
Mackenzie County, Alberta
TOH 1N0

Dear Reeve Knelsen,

As a neighbour in Mackenzie County, and a partner with Alberta businesses, I've enclosed for your information our 2023/24 Orphan Well Association (OWA) annual report. It outlines our work across the province in the principled, safe, efficient and environmentally responsible closure of orphaned sites, as well as oil and gas properties with closure orders that the OWA has entered agreements to manage. We have supplemented province-wide summaries in this letter with information specifically about Mackenzie County.

When a well, pipeline, facility or associated site in Alberta no longer has a legally or financially responsible party that can be held accountable, it may be designated as an orphan by the Alberta Energy Regulator (AER) and becomes the responsibility of the OWA. Our role is to decommission the site and restore the land similar to its original state. Every site that is closed is then available for farming, pastureland, wildlife habitat, recreation or a growing community.

In 2023/24, our typical cost for closing an orphan site was about \$44,000, although specific projects may vary significantly depending on technical complexity. A study by Enserva, which represents oil and gas service companies, found between 41 and 57 people are employed in the closure of a single well.

In the three fiscal years from April 1, 2021 to March 31, 2024, the OWA invested about \$35,738,000 in Mackenzie County, hiring 99 vendors to safely perform a variety of activities, ranging from inspections and decommissioning to remediation and reclamation, but also including other related spending such as accommodation and food.

There remain other orphan properties in Mackenzie County, including 268 sites that require decommissioning and then reclamation, and 213 sites that require reclamation only. Of the sites that require reclamation only, we have completed our work on 108, or about 51 per cent, and are waiting on vegetation to be fully established before we apply for a reclamation certificate from the AER. Our complete inventory is available on our website at orphanwell.ca.

In addition to orphan properties, Mackenzie County also has 1,523 inactive well licenses. These properties have solvent owners and operators, and so are not the responsibility of the OWA.

With the support of the oil and gas industry, as well as provincial and federal government loans fully expended in 2023, we have decommissioned orphan wells at an accelerated rate for the past several years, ensuring they are in a safe state for Albertans and our shared environment. The loan funding is now completely deployed for field activities, and we have already repaid nearly \$160 million of the Alberta loan from industry levies, as of July 2024. Note that these loans are not part of the \$1 billion grant for the Alberta Site Rehabilitation Program, which concluded earlier this year and for which the OWA's orphan inventory was not eligible.

Following the surge in decommissioning, we have seen a larger portion of our expenditures shift toward the final stages of site closure – remediation and reclamation. This builds on previous years of work, which has resulted in substantially more sites closed in the last year than any previous year of operations.

Although Alberta's energy sector has rebounded with more stable oil prices, natural gas prices remain volatile and we are still feeling the impact of a years-long downturn, so we expect to see new sites added to our inventory. However, over the longer term, this should be mitigated by significant regulatory enhancements aimed at reducing the risk of future potential orphans.

For more than two decades, meeting our mandate and investing in our economy has been funded nearly entirely by the oil and gas industry. This truly takes accountability to an elevated level, with diligent and responsible operators conducting their own site closure planning, while paying to clean up orphans left by others. In 2023/24, these companies funded our work with a levy of \$135 million, bringing the total industry contribution to around three-quarters of a billion dollars. We are reviewing the 2025 levy with the AER and expect it will be in this range for the near future.

Underpinning all the OWA's efforts are our relationships with industry partners and contractors – close to 500 large and small businesses across Alberta this year. They are critical to how we do our job, meet our goals and perform our mandate.

We've had a successful year of reducing environmental liabilities, improving cost-efficiencies, supporting local communities and building our role as a trusted partner of government, industry and landowners – and we are confident we will meet the challenges ahead.

For more information, I invite you to read our annual report or contact me directly at 403-297-3398.

Yours truly,



Lars De Pauw
President
Orphan Well Association



Orphan Well Association

ANNUAL REPORT
2023/24



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OUR VISION AND MANDATE

The Orphan Well Association collaborates with the Government of Alberta, the Alberta Energy Regulator and the oil and gas industry to work toward a common goal: protecting public safety and managing the environmental risks of oil and gas properties that do not have a legally or financially responsible party that can be held accountable. These properties are known as “orphans”.

The mandate of the OWA is to decommission¹ Alberta’s orphan oil and gas wells, pipelines and production facilities, and restore the land similar to its original state, all in a safe, principled and cost-efficient manner.

Since beginning operations in 2002, the OWA has decommissioned over 7,700 wells and achieved over 2,500 reclamation certificates, with nearly 3,400 other sites reclaimed and awaiting revegetation. This work has allowed municipalities, farmers, ranchers and recreational users to reconnect with what the landscape has to offer.

This Annual Report contains forward-looking statements based on current expectations, estimates, projections and assumptions, and certain operating and financial measures. By the nature of its mandate and work, there are potential impacts to the organization’s future operations and related finances that the OWA cannot predict. Where expressed, forward-looking statements are provided in the interest of context that stakeholders may find useful. The OWA fiscal year is from April 1 to March 31.

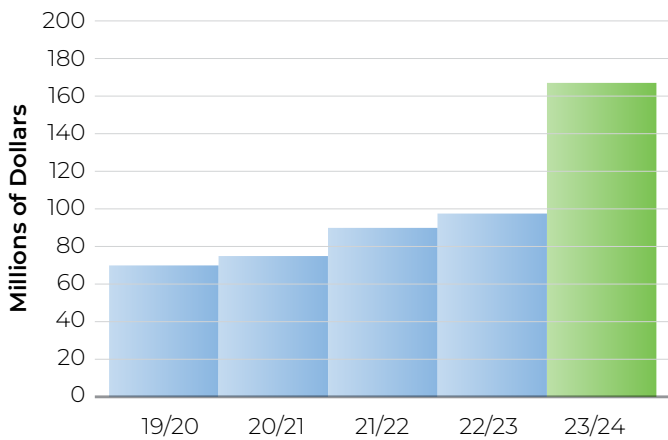
¹ The OWA Annual Report uses the term “decommission” to refer to the responsible abandonment of energy infrastructure, in a manner that ensures it will not pose a risk to the environment or the public.

HIGHLIGHTS

Industry funding through the Orphan Fund Levy increased again in 2023/24, this time by 87 per cent, recognizing the volume of work ahead to ensure public safety and manage the overall inventory at an acceptable pace. The OWA decommissioned more wells this year than we received, so our overall inventory is decreasing.

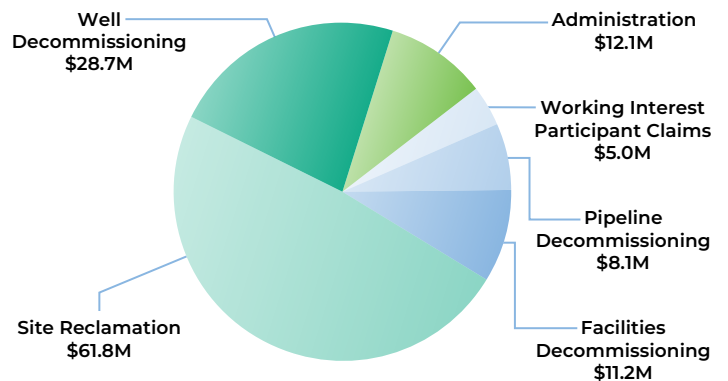
Our expenditures are shifting to site reclamation, as more of our inventory moves to this final stage of closure and as we tackle more complex sites. The number of sites achieving reclamation certificates is increasing, reflecting the reclamation work of the past several years.

FUNDS RECEIVED*

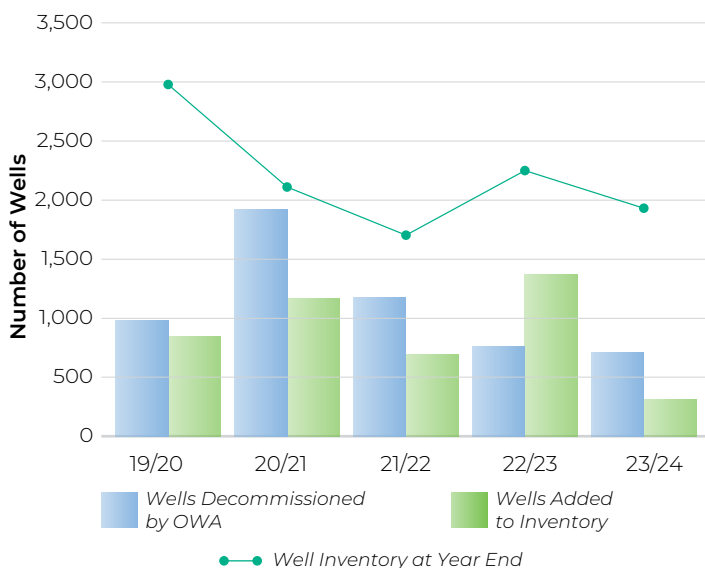


*Excluding government loans

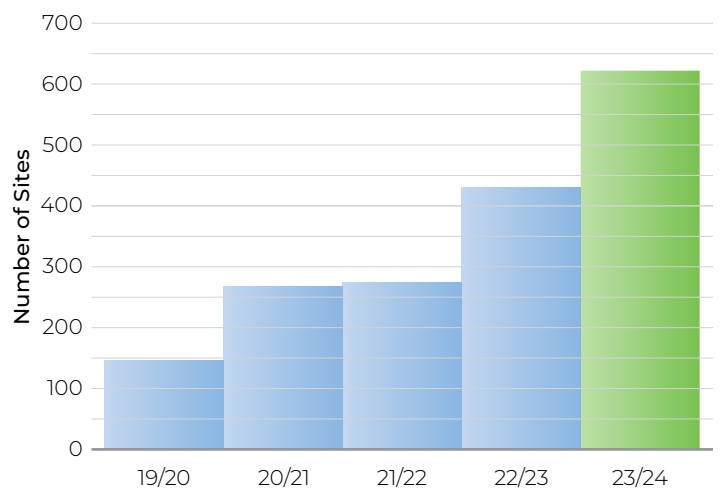
2023/24 EXPENDITURES BY CATEGORY



WELL INVENTORY AND WELLS DECOMMISSIONED



NUMBER OF RECLAMATION CERTIFICATES ACHIEVED



REGULATORY FRAMEWORK

Alberta has a comprehensive regulatory system that includes proactive requirements and processes to reduce the probability that a site will be orphaned, and an industry-funded backstop to close orphaned sites in a timely and efficient manner when they occur. For a complete description of all elements of the system, visit aer.ca under the tab Regulating Development, Project Closure.



THE YEAR IN PERSPECTIVE

MESSAGE FROM THE PRESIDENT

Over the last year, the OWA continued to deliver on its commitment to Albertans through strong operational performance, cost-efficiency, worker and community safety and demonstrated technical expertise as good as anyone in the oil and gas industry.

In 2023/24, we tackled projects that ranged in size and complexity. At one end of the spectrum, we decommissioned an intensive development of 150 wells in a single township. While work at this scale is logistically challenging, the efficiencies we realized reduced our inventory at a low cost, leaving funds on the table for more technically complex projects.

And, at the other end of the spectrum, after years of clearing many straightforward projects from our inventory, we also focused on a smaller number of more complex remediation sites. In this context, dealing with fewer sites is not because we are taking our foot off the gas, but we are committing our resources to more difficult projects that take more time and planning. Our performance on these projects has been excellent, with selected sites successfully moving into our reclamation inventory.

The number of Reclamation Certificates from the Alberta Energy Regulator (AER) continued to increase as more sites re-vegetate after decommissioning and reclamation work completed years ago – although, we were challenged by drought conditions that made soil too dry for typical vegetation growth in some areas. Still, our Reclamation

Certificates increased by about 45 per cent from last year, and the remaining sites waiting for revegetation will continue to progress without further intervention – just slower than we anticipated.

Where the drought conditions have hindered vegetation growth, they expedited some reclamation work in the fall of 2023 as we were able to access more sites.

Looking ahead at our inventory in 2024/25, we see several companies – most significantly Sequoia Resources – potentially starting or nearing completion of insolvency

processes and anticipate a material number of new orphan sites in the fall of 2024. The majority of these insolvencies relate to transactions that pre-date the new regulatory framework implemented by the AER.

We have been preparing for this influx, incorporating

the risk of these licenses being orphaned into our long-term planning processes. We are ready to tackle the incoming inventory, including a sustained industry levy of \$135 million in 2023/2024, with similar levels expected going forward. We do not expect to receive loans from government and continue to repay our provincial loan at over \$30 million per year, as per the agreement.

We are steadfast in our determination to address the sites in our inventory. The OWA has received significant influxes of orphan assets in the past and we have managed them effectively. It takes time, but even as we continue to transition to lower-carbon fuels, the oil and gas industry

Our commitment to Albertans is to continue closing sites in a cost-efficient and safe manner, to the highest technical standards.

will be an important part of meeting our future energy needs and will continue to fund the closure of sites assigned to the OWA.

As we plan for the next year and beyond, the foundation of our confidence is our commitment to operational and technical excellence. We have enhanced our processes over the last five years – how we tackle projects, evaluate vendors and benchmark performance – and developed a model for closure efficiency that has helped us become a trusted partner of industry.

Evidence of industry’s trust is the increase in companies signing Working Interest Participant Agreements, or WIPAs, with us. WIPAs allow the OWA to close a site on behalf of a company that has a working interest in a site licensed to a defunct company. As we close the site, they reimburse us for their portion of the costs. WIPAs demonstrate that industry has confidence in our expertise and believe we will conduct closure work up to or exceeding their technical standards, with a more cost-effective approach.

Safety of the public and our contractors has always been our number one priority. Three years ago, after a decrease in contractor safety performance, we worked to reverse the trend. We have now completed six quarters in a row with no lost-time injuries, which – given the significant volume of work we undertake – is a point of pride. It is a testament to all of our contractors’ commitment in the field to protecting the well-being of their people, and I would like to thank them for their exemplary safety performance over the last 18 months.

As orphan sites are added to our inventory and existing sites are closed, the estimated total remaining closure cost provides an indication of the liability the OWA expects to address. This number provides the AER with important

context as they establish the annual Orphan Fund Levy on oil and gas producers, who are responsible for the sector’s closure costs.

As of March 31, 2024, the total remaining closure cost on sites managed by the OWA (orphans, WIPAs and large facilities) is estimated to be about \$862 million. This number is based on generic and site-specific evaluations, as well as our extensive historical experience closing sites.

Our commitment to Albertans is to continue closing sites in a cost-efficient and safe manner, to the highest technical standards. With another wave of orphan sites likely on the horizon, we know that we have the capacity and resources to steadily reduce our decommissioning inventory and move those sites to the longer process of reclamation, revegetation – which takes time – and ultimate closure. Our history of meeting this challenge gives us confidence that we will continue on this trend. Our expectation is that as the AER’s modernized regulatory framework to reduce the risk of orphans remains in place, we will see fewer waves like this over time.

The work we do is technical, based on science, technology and engineering expertise, but it’s all delivered by a great team of people. I’d like to thank the OWA employees and hundreds of contractors who work hard every day to close orphan sites and return the land to Albertans.



Lars De Pauw
President

MESSAGE FROM THE CHAIR

The business of closing orphan oil and gas sites is, by its nature, a long game. With an appropriate plan and efficient use of resources, the first steps of site assessment and decommissioning to remove any environmental or safety risk can be done relatively quickly. Our focus on area-based closures – tackling hundreds of neighbouring wells and facilities in a coordinated effort – has been very successful, decommissioning about 5,600 in just five years as a trusted partner of landowners, governments and expert contractors.

However, the critical follow-up work of restoring the land requires another partner, and she will not be rushed. Mother Nature’s regeneration of vegetation and habitat takes time and varies tremendously with local environmental conditions. So, although we’ve increased our focus on reclaiming sites following major strides in annual decommissioning, there is an inevitable – and expected – lag, as the OWA inventory moves through the full process to being certified as reclaimed.

An expected lag is also part of the regulatory environment in which we work. Over the past four years, the Alberta

Energy Regulator has put in place a series of stringent measures to mitigate the risk that any well or facility will be orphaned. Among these measures are tightening the financial conditions under which sites may be sold or transferred to a new owner and requiring site licensees to increase their focus on inactive wells, with annual mandatory funds directed to closure. This is significant for the OWA’s outlook, because limiting the number of inactive wells held by a company bodes well for its corporate health – and ability to continue to operate responsibly.

We are seeing the results of these regulatory and policy enhancements: the number of inactive wells in Alberta has decreased from more than 97,000 to about 78,000, an almost 20 per cent reduction. The system is working, clearing inactive wells and applying more early intervention processes to avoid the risk of orphans. The future looks brighter, but in this long game we still have trailing effects – the new inventory that we expect to see in 2024/25 are mostly related to historical transactions and operations that predate these more stringent regulations.



We are prepared as these legacy issues move through the system, with AER-directed industry funding to the OWA nearly doubling from 2022 to the current \$135 million, and expected to remain at this level for the foreseeable future. Historical industry funding alone adds up to nearly three-quarters of a billion dollars since our inception.

The three-quarters of a billion dollars are funds that companies have paid for other companies' liabilities. I don't know of any other sector in the world with this kind of approach. It's unique and it's working.

In addition to the long-term role of nature in reclamation, enhanced regulation and increased funding from industry, the fundamental health of the oil and gas industry also plays a role that is measured in years. There are rarely calm seas in commodity pricing. The vast majority of companies have an expectation of price volatility built into their business models and operating practices, but some have been hit hard by a long period of low average prices. This is especially the case with natural gas producers. The start-up this year of the LNG Canada export terminal should

help natural gas prices. Similarly, the first shipments from the Trans Mountain pipeline expansion will help better connect Alberta oil production to global prices, and these factors will contribute to the overall health of the industry.

As we head into the next year, we are ready to meet the challenges. We expect to see continued success with our closure strategies, getting more work done with every dollar of industry funding while, at the same time, the industry itself and enhanced regulation are working to ensure less work comes our way. I'd like to thank the OWA staff and the many, many people, companies and organizations who work with us every day to help ensure we do the best work possible, today and over the long term.



Brad Herald
Chair, OWA



BRINGING BACK A UNIQUE LANDSCAPE

COLLABORATING TO SUPPORT THE SURVIVAL OF SPECIES AT RISK

Manyberries has a unique Albertan landscape in an unusual situation: if we followed the standard reclamation criteria, we would actually set reclamation back ten years or more.

The majority of the 250 orphan sites in the area, 85 kilometres south of Medicine Hat, are now fully

decommissioned, and assessment, remediation and reclamation efforts are in full swing. Birds, mammals, reptiles and sensitive native vegetation – many of which are listed as endangered or threatened under the Canadian Registry for Species at Risk – call Manyberries home.

The next phase of the Manyberries project will focus on Alberta's badlands, with terrain that will be some of the of the most challenging our industry will tackle.

The reason the Manyberries project is unusual is that the native grasses and plants, particularly silver sagebrush, started recovering the landscape on their own, in places we wouldn't have expected it to thrive. Although this miraculous plant has established itself well, the problem is that it's not the only kind of vegetation needed to return the land to an equivalent state as before development took place. Given the large-scale disturbances from historic construction practices and the arid nature of the soil, fully revegetating the area will require significant effort.

"Normally, we might remove vegetation that had grown on its own so we could recontour the landscape and revegetate the full variety of native species," says Samantha Price, an OWA environmental lead. "But removing the recently established silver sagebrush just to start from scratch would take decades to re-establish, setting back a vital habitat and food source."

And so, an intensive collaborative process involving multiple jurisdictions of regulatory oversight began, with the goal to reclaim the land as quickly as possible in a manner that supported the Species at Risk in the area, including the greater sage-grouse.

As a result, we transplanted 14,000 silver sagebrush plants that spontaneously grew and matured in the otherwise barren drilling pads and access roads so we could prepare the sites for other vegetation species to intermix and grow. The transplanting process involved careful tracking of the GPS coordinates of each cluster of plants as we monitor

their health over the next phase of the project and complete reporting requirements to the Canadian Wildlife Service.

To support future efforts, our main reclamation prime contractor for the area, Jorgensen Land Management, took the lead for the second year in a row, organizing a seed harvesting day. Students from the environmental sciences program at Lethbridge College and volunteers from Alberta Environment and Protected Areas (EPA), AER, OWA and another prime contractor, Terralogix Solutions, collected ten full bags of silver sagebrush seeds.

Planning is now underway for the upcoming season, which involves a new set of best management practices for the endangered greater short-horned lizard. Although the next project area is beside where we are working now, the ecology shifts dramatically within a short distance into Alberta's badlands, with hoodoos and valleys that will be some of the most challenging reclamation our industry will tackle. This is the heart of the Manyberries program, and our team is ready to take it on.

At the centre of this story are passionate people. Collaboration across the OWA, contractors and government departments and agencies is creating significant progress in reclaiming a sensitive and unique habitat in support of the greater sage-grouse and other Species at Risk who call it home. Planning and patience continues to be key to the future success of this unique and important project.



Reclamation is underway in the unique Manyberries landscape.

A PROUD 17 YEARS COMES TO A CLOSE

This year, Allison Wolfe is retiring from the Orphan Well Association after 17 years of reclaiming orphan sites in areas ranging from farms and forests to sensitive native grasslands.

There have been a lot of changes since Allison joined the OWA in early 2007 as an environmental coordinator. At the time, her responsibilities involved nearly everything on the land in every corner of the province.

“I did it all in those days” says Allison, at a time when there were only about a half dozen on the OWA team.

“Landowner contact, regulatory engagement, report and application filing, managing our consultants. I was ‘it’ running the environmental program.”

Allison’s career at the OWA tracks the growing volume of work and evolution of the OWA over nearly two decades.

One of her first reclamation projects was the South Alberta Energy Corp. sites southwest of Medicine Hat, where about 100 well sites had been decommissioned and were ready for reclamation.

“That was a very big project when I started and it’s all been closed and certified as reclaimed, except for one well,” says Allison, referring to a single, complex site that is in the final stages of reclamation.

From what was the largest project in the OWA’s history at the time, the work of reclamation has grown substantially.

“When I came, we had about 500 sites in the reclamation program. We have 7,500 now.”

One major increase came with the insolvency of Lexin Resources in 2018, which added more than 1,000 wells to the OWA inventory. This was a daunting challenge and one of the earlier instances when the OWA applied

“area-based” closure – a strategic plan to take on large regional projects in a concerted campaign. With the sites safely decommissioned, Allison and her team moved in quickly and, six years later, more than a third of the original orphan sites have been certified as reclaimed and returned to the landscape. “If we can take on ten sites or forty sites in an area, our work actually gets easier and faster,” says Allison.

But even at a larger scale, there are always nuances.

“One of the things that makes reclamation so interesting is the wide variety – really simple well sites and really complex multimillion-dollar remediation sites.”

Each site has its own history and story, some dating back more than a century. Land use and industry practices have changed and, at the same time, the science and practice of reclamation has improved.

“Forty years ago, you were looking at ‘were the plants growing?’ Now we’re looking closely for contamination sources, lab tests, making sure it’s all been identified and addressed. It takes longer and costs more money, but it has to be done so you know you’re going to get the site returned to its original land use. And sometimes we need to go back because the guidelines have changed.”

As the work of oilfield reclamation continues to evolve, Allison can be proud of the improvement made over her career at the OWA.

“Every year we learn from what we’ve done the year before and are able to do our work really efficiently and get stuff done. I think we’re all pretty proud of the work we do.”

FISCAL RESPONSIBILITY

Funding the OWA

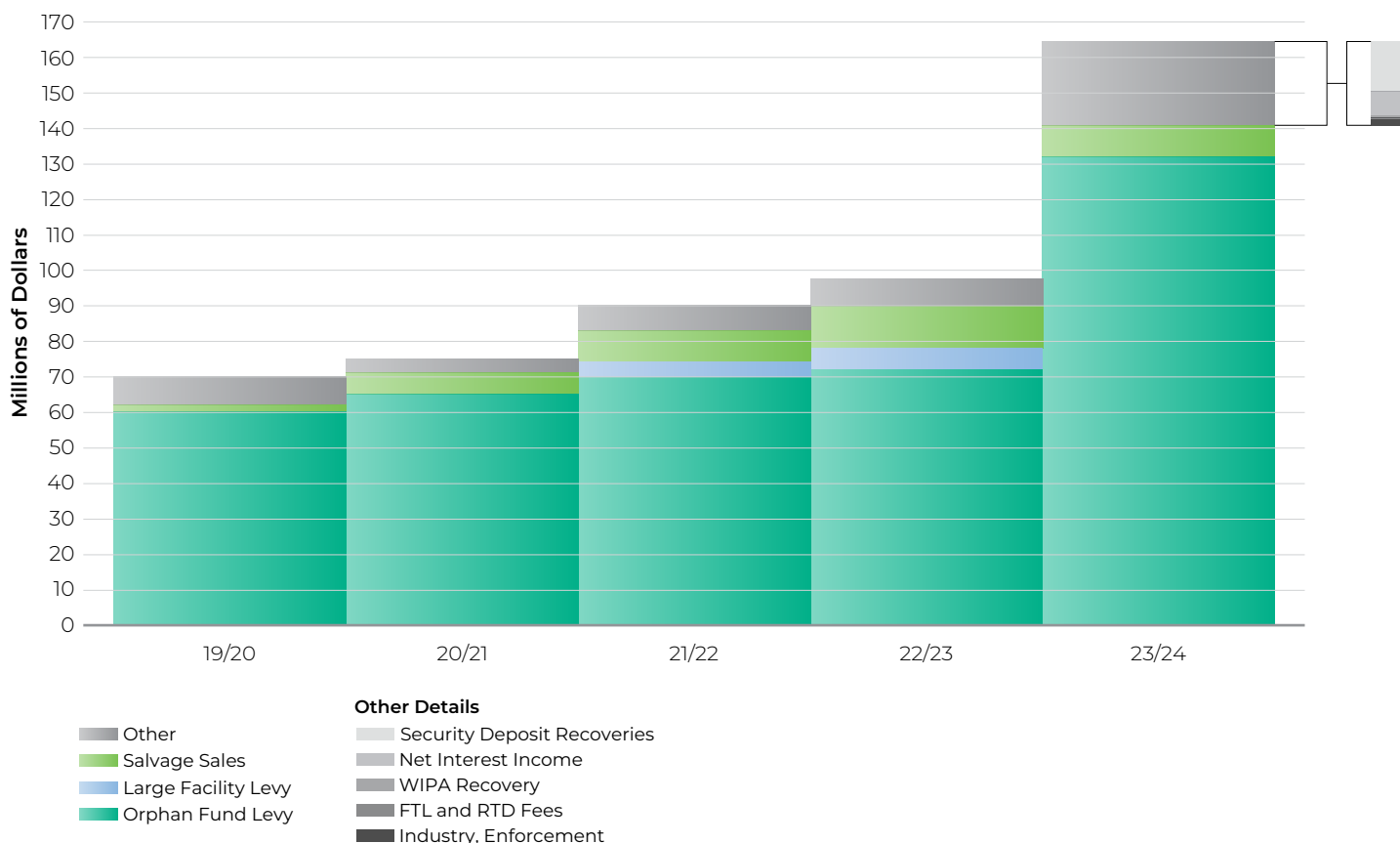
Direct funding and other sources of revenue for the OWA increased 70% to \$167.2 million in 2023/24, from \$98.4 million the year before. Regular OWA funding is provided from the Orphan Fund Levy, the Large Facility Levy, salvage sales and other sources.

The Orphan Fund Levy collected by the AER increased by 87% to \$134.3 million in 2023/24, from \$72.0 million the year before. The goal of the Orphan Fund Levy is to provide funding to the OWA so it can ensure public safety and manage the overall inventory at an acceptable pace. The levy is based on the expected costs of our activities for the upcoming fiscal year, including the estimated cost of decommissioning, reclamation and other activities, such as reimbursing Working Interest Participant (WIP) claims and funding the administration of receiverships.

With no new large facility orphan sites expected and surplus funding from previous levies remaining in place, the AER did not collect a Large Facility Levy this year. The Large Facility Levy funds the Large Facility Liability Management Program (LFP), as defined under AER Directive 024: *Large Facility Liability Management Program*, a separate program the OWA manages in addition to the original Orphan Well Program. The LFP includes very specific facilities, including sulphur recovery plants and in situ oil sands processing facilities.

Salvage sales decreased 23% to \$8.9 million in 2023/24, from \$11.6 million the year before, as there were fewer assets available from decommissioned sites and lower new inventory than in previous years.

Funding from industry, enforcement and security deposit recoveries increased 758% to \$16.0 million in 2023/24,



See notes 3, 4 and 6 in the Financial Statements for further explanation of net interest income.

from \$1.9 million the year before. Most of this increase is due to security deposit recoveries, which are recovered during insolvency to offset end-of-life obligations. The “industry” category includes reimbursement for work the OWA performed on behalf of others. This may include reimbursement from land developers when the OWA is the only organization that can feasibly resolve issues related to a right-of-way. “Enforcement” refers to reimbursement for work the OWA performed on behalf of the defunct company, if the company chooses to revive operations.

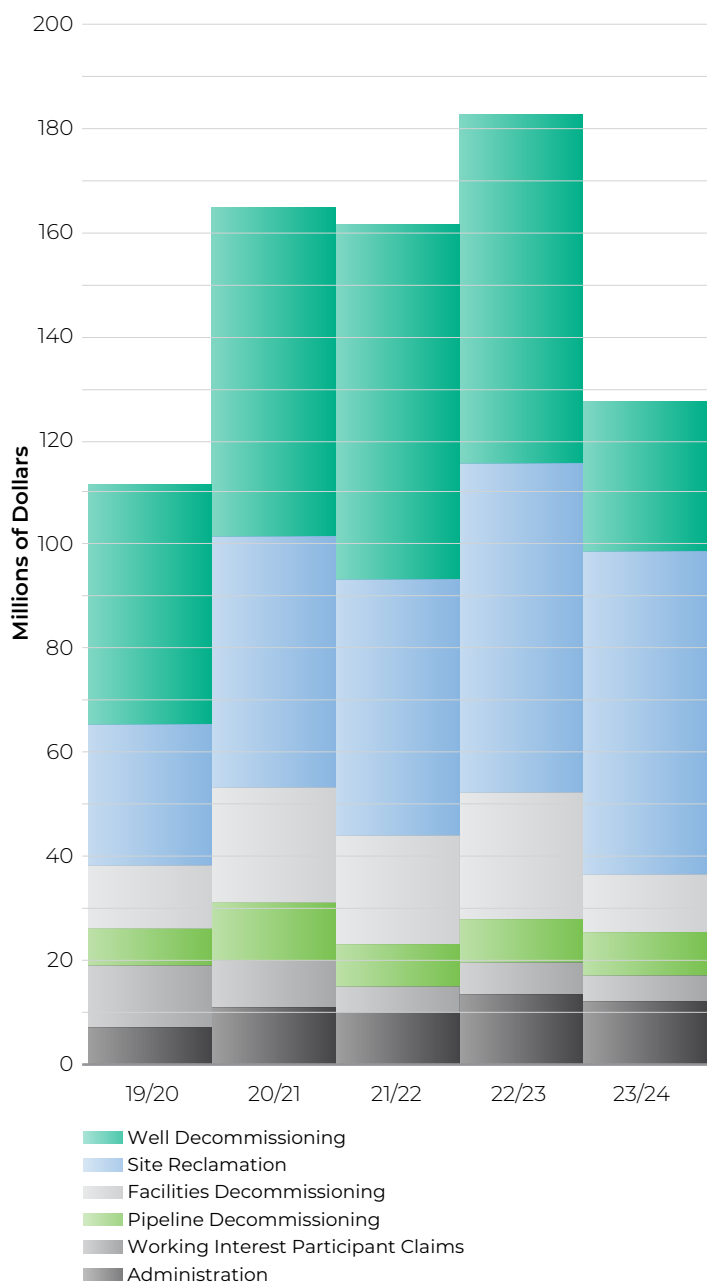
Net interest income increased 30% to \$6.8 million in 2023/24, from \$5.3 million the year before due to increasing interest rates.

Working Interest Participant Agreement (WIPA) recoveries decreased 29% to \$719,000 in 2023/24, from \$1.0 million the year before.

First Time Licensee (FTL) and Regulator Directed Transfer (RDT) fees decreased 30% to \$466,000 in 2023/24, from \$669,000 the year before. An FTL fee of \$10,000 is required by the AER from companies applying for eligibility to hold an energy license and approval. The AER may collect RDT fees from active companies that acquire properties licensed to a defunct company, and then remits these fees to the OWA.

Through the RDT program, the OWA reduces its estimated liability that must be paid through the orphan fund. In the 2023/24 fiscal year, 65 orphan licenses were transferred, reducing the OWA's estimated liability by \$4.3 million.

Expenditures



OWA expenditures² decreased 30% to \$126.9 million in 2023/24, from \$183.6 million the year before, as we completed spending government loans in 2022 and continued repayments.

DETAILED EXPENDITURES:

- Well decommissioning decreased 57% to \$28.7 million, from \$67.0 million the year before.³
- Site reclamation decreased 2% to \$61.8 million, from \$63.4 million the year before.⁴
- Facilities decommissioning decreased 54% to \$11.2 million, from \$24.2 million the year before.
- Pipeline decommissioning decreased 2% to \$8.2 million, from \$8.3 million the year before.
- WIP reimbursements decreased 19% to \$5.0 million, from \$6.1 million the year before.
- Administration decreased by 15% to \$12.1 million from \$14.3 million the year before. Administration expenditures include receivership costs.

Detailed expenditures show that spending was focused more on reclamation than decommissioning as sites moved from one inventory to the other. We are also seeing a shift to reclamation for the single site under the LFP, described in the Funding the OWA section.

In 2022, Canada Revenue Agency (CRA) reversed its previous position and now allows the OWA to claim Input Tax Credits (ITC) for GST paid. Under accounting rules, the GST reimbursed is shown on the Statement of Operations as a credit under expenditures and the interest recoveries are shown under revenue interest. The OWA, CRA and AER have not fully resolved the GST and ITC issue and will continue to report GST in this manner until the issue is closed.

AVERAGE COSTS

Our average costs to decommission a well and reclaim a site fluctuate over time and can vary significantly depending on the complexity of the site. In 2023/24, the average cost of decommissioning a well was \$16,500, while the average cost of reclaiming a site was \$27,400. These averages reflect the sites addressed by the OWA during the fiscal year and may not be representative of all sites in the OWA inventory or those across the industry.

² Not including GST and Unrealized Loss on Investment. Please see Financial Statements for details.

³ Well decommissioning includes all aspects of work conducted on orphan wells, including inspections and long-term management.

⁴ Site reclamation includes environmental site assessments, remediation and reclamation.

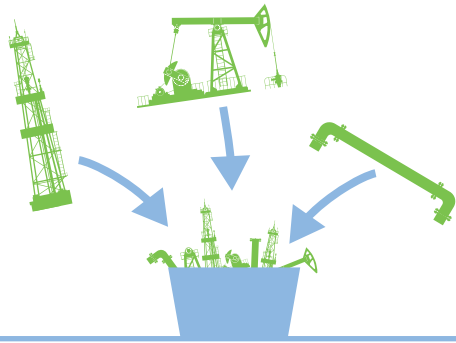
CLOSING A SITE

Closing a site and demonstrating that it is functioning similar to how it did before the development took place includes several steps that can take years. Sites typically move from our decommissioning inventory to our reclamation inventory until all provincial reclamation requirements are met, and the AER issues a reclamation certificate. Once the certificate is issued, the site is considered closed.

1 Site Designated Orphan

Wells, facilities and pipelines are added to the OWA inventory of sites.

Sites that have been previously decommissioned go directly to an Environmental Site Assessment.



2 Inspection

Landowners are contacted and an inspection of the site ensures protection of public safety and the environment. Sites are risk-assessed with higher-risk sites decommissioned sooner.

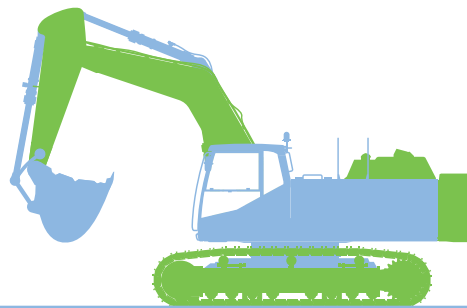


Inspection takes place within 60 days

5 Remediation

If contaminants are present, they are managed or removed.

3% of reclamation inventory is here



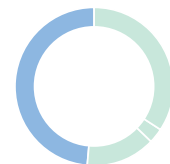
Most assessments are completed within three months

Remediation may not be needed, or may require months or years

6 Reclamation

Land is contoured and vegetation is planted. The land must be returned similar to its original state.

14% of reclamation inventory is here



48% of reclamation inventory is here

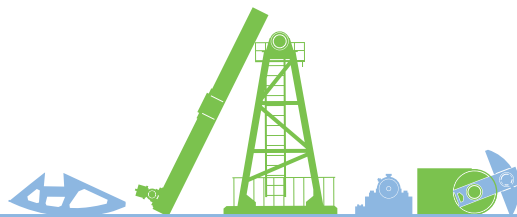
Re-vegetation takes two to three years for most cultivated and pasture sites. Forested and native prairie locations can take much longer.

We engage landowners about our plan to decommission, remediate and reclaim the site, so they understand who will be on their land and what work will be done. Landowners are often frustrated after years of feeling the impacts of these sites. We work hard to address their concerns and mitigate these impacts within the authority we have been given.

3 Decommissioning

Wells, pipelines and facilities are permanently dismantled and left in a safe condition, so there are no risks to the public or environment.

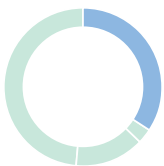
Planning for decommissioning can take from one to several months



4 Environmental Site Assessment

Soil and groundwater are tested for contamination from any spills or leaks. Detailed site investigation and contaminant transport modelling may be used to develop site-specific remediation plans.

34% of reclamation inventory is here

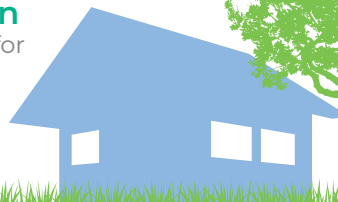


Once work begins, decommissioning takes up to two weeks

7 Reclamation Certificate Application

A detailed site assessment is required to apply for a reclamation certificate from the AER.

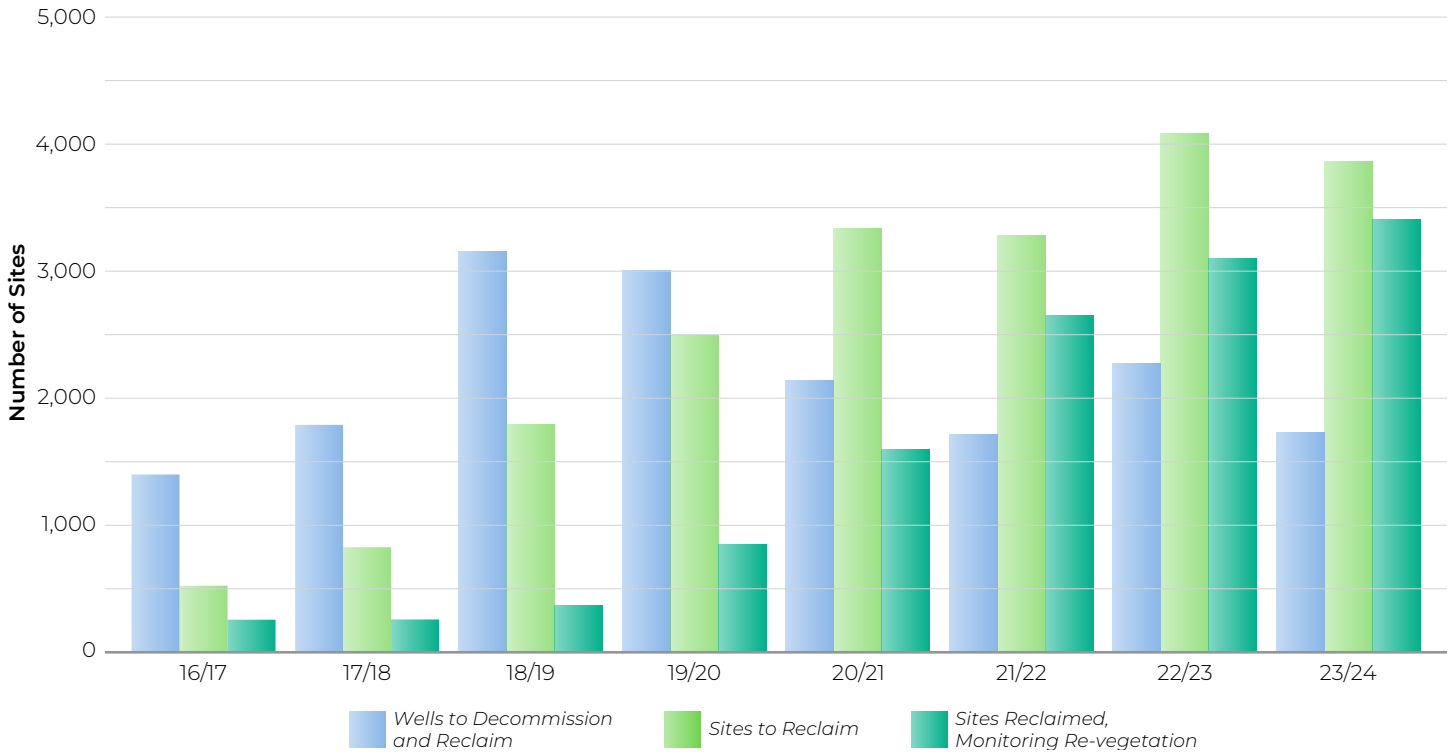
Two months to prepare; may be approved in several days



8 Site is Closed

Timeline is approximate. Percentages do not add up to 100 per cent due to rounding.

ORPHAN INVENTORY OVERVIEW



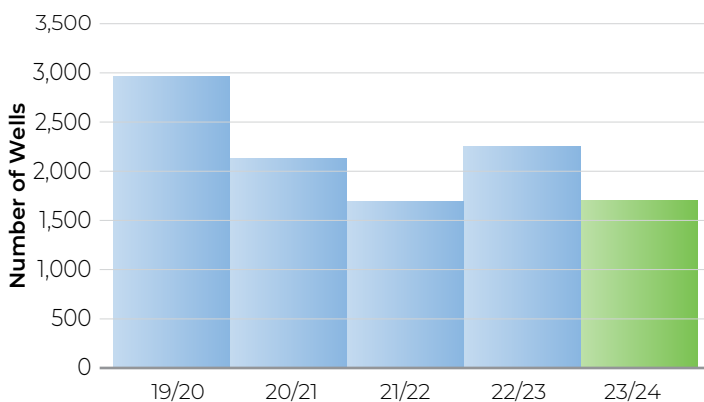
Once we have decommissioned wells and other infrastructure, which can take months, the sites move from our decommissioning team to our reclamation team. Reclamation can take much longer to complete, as re-establishing vegetation can take years. The graph above shows that a decrease in our orphan well inventory leads to an increase in our reclamation inventory. Sites then stay in our reclamation inventory for a longer period of time during revegetation.

When we receive a surge of orphan wells, as we did in 2018/19, decommissioning work is conducted steadily in reasonably efficient timeframes before this inventory can be moved to reclamation work. As a result, the reclamation inventory increases, as it has consistently from 2016/17. Once the land has been returned to a natural or productive state, we apply to the AER for a reclamation certificate using the same process industry follows. When the OWA achieves a reclamation certificate for a site, it is removed from our reclamation inventory

TACKLING THE INFRASTRUCTURE

DECOMMISSIONING

Orphan Well Inventory

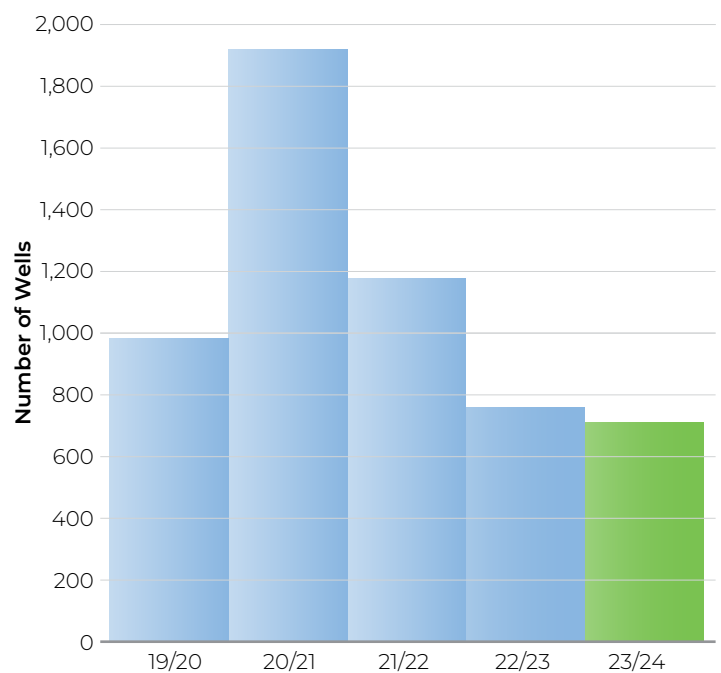


The number of orphan wells in the OWA inventory to be decommissioned decreased 24% to 1,719 at the end of 2023/24, from 2,253 the year before. In addition, there are 209 wells the OWA has agreed to close as part of WIPAs.

These sites will need to be reclaimed after the site has been fully decommissioned. The inventory number does not include orphan sites where the well has already been decommissioned and only requires the OWA to remediate and/or reclaim the sites.

Over the last five years, the OWA decommissioned more wells than we received resulting in a decrease in our overall inventory of orphan wells. The number of new wells designated as orphans by the AER decreased 88% to 170 in 2023/24, from 1,369 the year before. In addition, there were 144 new wells the OWA agreed to close as part of WIPAs.

Number of Wells Decommissioned



The number of wells fully decommissioned decreased 9% to 710 in 2023/24, from 781 the year before.

Decommissioning numbers for 2023/24 include 25 wells that were closed as part of WIPAs.

A well is considered decommissioned when the AER's requirements in *Directive 020: Well Abandonment* are satisfied. Once all necessary subsurface decommissioning actions are taken, the final step is to cut and cap the well. In this stage, the well casing is cut to a minimum of one metre below the surface (with some exceptions listed in *Directive 020*) and a vented cap is placed atop the well casing. At this point, remediation and/or reclamation of the site may begin.

WHO CLOSES DEFUNCT SITES?

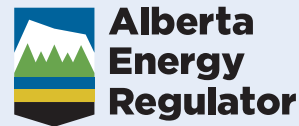


Defunct companies currently holding licenses

There are 2,642 wells that need to be decommissioned and 8,950 sites that need to be reclaimed.

Orphan Sites

When there is no legally responsible party to look after an asset, the AER may designate it as an orphan.



Sites with a Remaining Responsible Party

A Working Interest Participant (WIP), who owns an undivided interest in a well or facility, is directed by the AER to close a site.

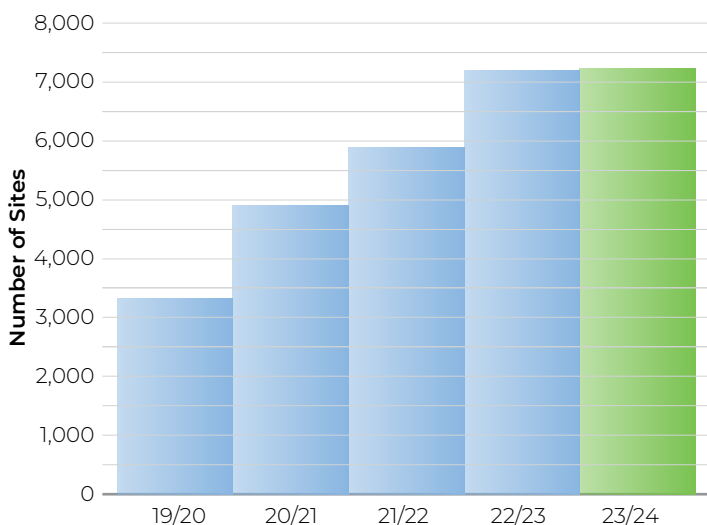
RETURNING THE LAND



We expect to see significant growth in the number of reclamation certificates in the coming years as a result of previous years' work.

As more sites are decommissioned, our work on remediation and reclamation grows. Although our mandate is to close sites and obtain reclamation certificates, the benefits of remediation and reclamation go beyond this goal. Every site that achieves a reclamation certificate is then available for farming, pastureland, recreation or a growing community.

Reclamation Inventory



The number of orphan sites in the OWA reclamation inventory increased 1% to 7,210 at the end of 2023/24, from 7,117 the year before. In addition, the OWA has agreed to reclaim 314 sites as part of WIPAs. The reclamation inventory counts how many sites require reclamation. In some cases, there may be more than one decommissioned well or facility on a site.

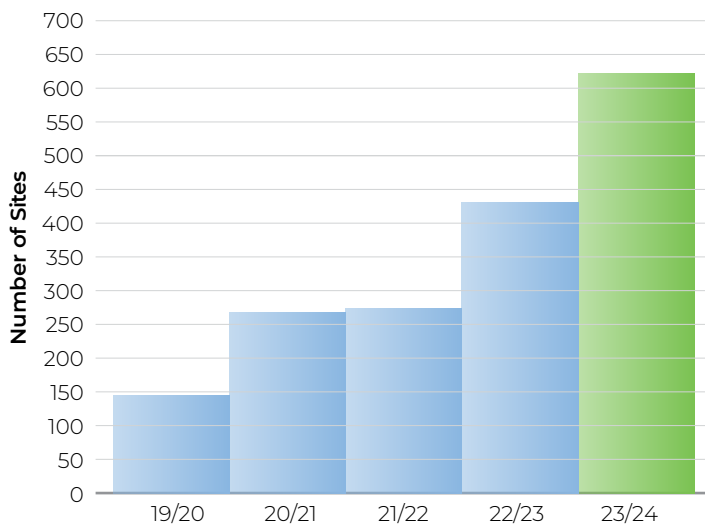
The reclamation inventory increases in two ways:

- when the OWA receives new sites from the AER or through WIPAs that only require reclamation (the decommissioning is already complete), and
- when the OWA is finished decommissioning wells, facilities and/or associated infrastructure and has transferred the sites into its reclamation inventory.

The inventory decreases when the OWA achieves reclamation certificates or when it is discovered that a site received by the AER requires further decommissioning operations and it is moved back into that category.

For more information, pages 14 and 15 show the stages of closing a site.

Number of Sites Closed



The number of sites the OWA fully closed increased 44% to 622 in 2023/24, from 431 the year before. The number of sites closed for 2023/24 include four that were part of WIPAs.

This closure number represents 1,155 hectares of land returned to Albertans, similar to the size of Edson, Alberta.

It takes years for a site to become suitable for a reclamation certificate application, so this year's number reflects reclamation work performed over the last several years. We expect to see significant growth in the number of reclamation certificates in the coming years as a result of previous years' work, although drought conditions are leading to a slower revegetation process than expected.

PROTECTING PEOPLE AND THE ENVIRONMENT



RISK ASSESSMENT AND SAFETY

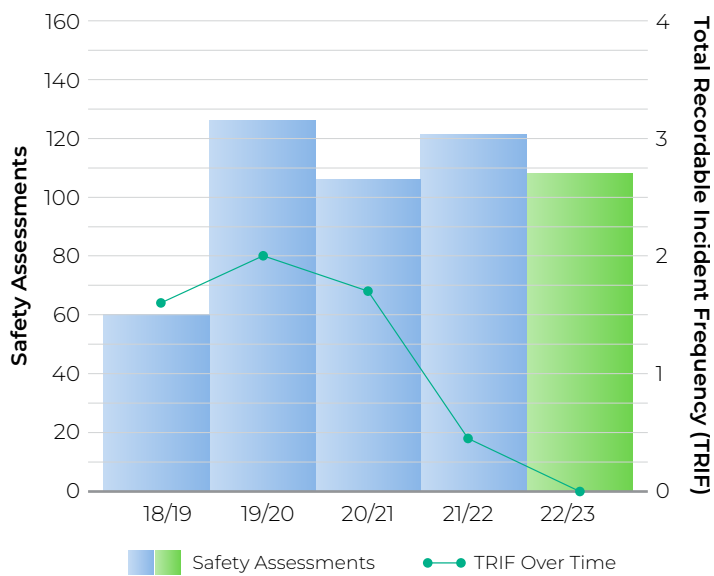
The OWA continues to use a risk-based approach to maintain the safety and protection of workers, the public and the environment. Through a rigorous intake process, we identify stakeholders affected by orphan sites and notify them of future work on their land. Next, sites are reviewed and evaluated with an automated risk-ranking tool and grouped into low-, medium- and high-risk. Following the review, sites are inspected to further mitigate risks and obtain site-specific information

for the decommissioning and reclamation processes. This information is vital to maximizing the efficiency of our subsequent field operations. Inspectors identify on-site hazards and any environmental issues, as well as conduct a thorough equipment inventory to aid in on-site equipment sales.

In 2023/24, the OWA completed 437 inspections. This is lower than in previous years because fewer sites were designated as orphans or executed through WIPA agreements.



Safety



The OWA uses the safety benchmark of Total Recordable Injury Frequency (TRIF) to measure field safety performance relative to the number of hours worked. In 2023/24, there were no lost-time injuries, which is a significant accomplishment for the OWA and our contractors given the volume of work we undertake. When incidents do take place, we investigate and evaluate ways to reduce the risk of injury incidents in the future.

The OWA assesses the safety programs of its vendors and conducts site assessments to ensure safe practices are followed during operations. During 2023/24, there were a total of 108 direct safety assessments conducted on Prime Contractors. In addition to these more formal assessments, the OWA conducted 672 safety engagements, where a range of activities were undertaken to support contractors' safety performance, from safety bulletins to in-person dialogue.

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

The financial statements of the Alberta Oil and Gas Orphan Abandonment and Reclamation Association, or “Orphan Well Association” (OWA) are the responsibility of management and have been approved by the OWA Board.

These financial statements have been prepared by management in accordance with Canadian Accounting Standards for Not-for-Profit Organizations, appropriate in the circumstances, and include the use of estimates and assumptions that have been made using management's best judgment.

To discharge its responsibility for financial reporting, management maintains a system of internal controls designed to provide reasonable assurance that the OWAs assets are safeguarded, that transactions are properly authorized and that financial information is relevant, accurate and available on a timely basis. Internal controls are reinforced through the Code of Ethical Conduct, which sets forth the OWA's commitment to conduct business with integrity and to comply with the law.

The OWA Board, through the Finance & Audit Committee, is responsible for ensuring management fulfils its responsibility for financial reporting and internal controls. The Finance & Audit Committee meets regularly with management and external auditors to discuss any significant accounting, internal control and auditing

matters to determine that management is carrying out its responsibilities and to review and recommend the approval of the financial statements by the OWA Board.

The financial statements have been examined by Ernst & Young LLP, the OWA's external independent auditors who are engaged by the OWA Board. The responsibility of these external auditors is to examine the financial statements and express their opinion on the fairness of the financial statements in accordance with Canadian Accounting Standards for Not-for-Profit Organizations. The external auditors' report outlines the scope of their examination and states their opinion. Internal and external auditors have access to the Finance & Audit Committee, with and without the presence of management.



Lars De Pauw
President



Vik Dhalla CPA, CMA
Corporate Controller

INDEPENDENT AUDITOR'S REPORT

To the Members of

Alberta Oil and Gas Orphan Abandonment and Reclamation Association

Opinion

We have audited the financial statements of **Alberta Oil and Gas Orphan Abandonment and Reclamation Association** [the "Association"], which comprise the statement of financial position as at March 31, 2024, and the statement of operations, statement of changes in net assets, and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects the financial position of the Association as at March 31, 2024 and its financial performance and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's responsibilities for the audit of the financial statements* section of our report. We are independent of the Association in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of management and those charged with governance for the financial statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Association or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Association's financial reporting process.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Association's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Association to cease to continue as a going concern.
- Evaluate the overall presentation, structure, and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Calgary, Canada
June 5, 2024

The signature of Ernst & Young LLP is written in a black, cursive script.

Chartered Professional Accountants

FINANCIAL STATEMENTS

ALBERTA OIL AND GAS ORPHAN ABANDONMENT AND RECLAMATION ASSOCIATION

Statement of Financial Position

As at March 31, 2024

(thousands of dollars)

	2024	2023
Assets		
Current assets		
Cash	\$ 48,467	\$ 44,650
Accounts and other receivables	3,542	4,617
Prepaid expenses and deposits	603	527
Investments (Note 4)	37,491	34,757
	90,103	84,551
Tangible capital assets (Note 5)	25	15
	\$ 90,128	\$ 84,566
Liabilities and net assets		
Current liabilities		
Accounts payable and accrued liabilities (Note 11)	14,860	17,625
Current portion of long-term notes payable (Note 6)	30,198	30,198
	45,058	47,823
Long-term notes payable (Note 6)	277,200	296,261
Deferred contributions (Note 7)	89,374	102,094
	411,632	446,178
Net assets	(321,504)	(361,612)
	\$ 90,128	\$ 84,566

See accompanying notes to financial statements.

Approved by the Board:



Director – Brad Herald



Director – Doug Dafoe

ALBERTA OIL AND GAS ORPHAN ABANDONMENT AND RECLAMATION ASSOCIATION

Statement of Operations

Year ended March 31, 2024

(thousands of dollars)

	2024	2023
Revenues		
Orphan Fund levy through the AER	134,257	71,979
Large Facility levy through the AER	-	6,000
Interest income (Notes 3, 4, 6 and 7)	17,948	16,937
Industry, enforcement and security deposit recoveries	15,978	1,861
Salvage sales	8,934	11,637
First time licensee fees and Regulator directed transfer fees through the AER	466	669
Working interest participant agreement recoveries (Note 8)	719	1,019
	178,302	110,102
Expenditures		
Operating		
Well abandonment	28,708	66,954
Site reclamation	61,802	63,359
Facility decommissioning	11,159	24,231
Pipeline abandonment	8,145	8,328
Land acquisition	-	313
	109,814	163,185
Other expenses (income)		
Interest on long-term notes payable (Note 6)	11,137	11,684
Fund administration (Notes 10 and 11)	8,312	9,165
Non-recoverable GST expense (recovery) (Note 3)	126	(2,941)
Working interest claims (Note 9)	4,978	6,137
Receivership expenses (Note 12)	3,809	5,057
Unrealized loss on investments	1	277
Bad debt expense	16	-
AER enforcement activities (Note 13)	-	68
	28,379	29,447
	138,193	192,632
Surplus (deficiency) of revenues over expenses	\$ 40,109	\$ (82,530)

See accompanying notes to financial statements.

ALBERTA OIL AND GAS ORPHAN ABANDONMENT AND RECLAMATION ASSOCIATION
Statement of Changes in Net Assets
Year ended March 31, 2024
(thousands of dollars)

	2024	2023
Balance, beginning of year	\$ (361,613)	\$ (279,083)
Surplus (Deficit)	40,109	(82,530)
Balance, end of year	\$ (321,504)	\$ (361,613)

See accompanying notes to financial statements.

ALBERTA OIL AND GAS ORPHAN ABANDONMENT AND RECLAMATION ASSOCIATION
Statement of Cash Flows
Year ended March 31, 2024
(thousands of dollars)

	2024	2023
Cash provided by (used in)		
Operating		
Surplus (deficiency) of revenues over expenses	\$ 40,109	\$ (82,530)
Non-cash items		
Amortization of tangible capital assets	22	20
Unrealized loss on investments	1	277
Changes in operating non-cash working capital		
Decrease (increase) in accounts and other receivables	1,074	(3,452)
(Increase) decrease in prepaid expenses and deposits	(77)	51
Decrease in accounts payable and accrued liabilities	(2,765)	(7,991)
	38,364	(93,625)
Investing		
(Increase) decrease in investments	(2,736)	34,749
Purchase of tangible capital assets	(31)	(10)
Decrease in internally restricted cash	-	1,373
	(2,767)	36,112
Financing		
(Decrease) increase in deferred contributions	(1,582)	7,759
Repayment of long-term notes payable	(30,198)	(30,198)
	(31,780)	(22,439)
Net increase (decrease) in cash	3,817	(79,952)
Cash, beginning of year	44,650	124,602
Cash, end of year	\$ 48,467	\$ 44,650

See accompanying notes to financial statements.

ALBERTA OIL AND GAS ORPHAN ABANDONMENT AND RECLAMATION ASSOCIATION

Notes to the Financial Statements

March 31, 2024

(thousands of dollars)

Note 1 Nature of operations

The Alberta Oil and Gas Orphan Abandonment and Reclamation Association (the “OWA” or the “Association”) operates under the authority of the Oil and Gas Conservation Act, the Orphan Fund Delegated Administration Regulation (“OFDAR”), and the Societies Act, Chapter S-18, 1980. The OWA was created as a Delegated Administration Organization (“DAO”) under the delegated authority of the Alberta Energy Regulator (“AER”) and was established to manage the abandonment of Alberta’s upstream oil and gas orphan wells, pipelines and facilities and the reclamation of associated sites. The OWA does not assume legal responsibility for expenditures related to suspension, abandonment and reclamation of such sites.

The OWA’s business is governed by a board of directors (the “Board”) who act in the public interest. The Board is appointed by the voting Members of the OWA (the “Voting Members”). The Voting Members of the OWA are the Canadian Association of Petroleum Producers (“CAPP”), the Explorers and Producers Association of Canada (“EPAC”), and the AER. The Ministry of Environment and Protected Areas of Alberta, and the Alberta Ministry of Energy and Minerals are honorary non-voting Member of the OWA. The AER requires that charges to the industry, including well abandonment, site reclamation, facility decommissioning and pipe abandonment (the “Orphan Fund Levy” and “Large Facility Levy”), be set to recover the costs incurred to operate the OWA.

Note 2 Significant accounting policies

a) Basis of presentation

The Association’s financial statements are prepared by management in accordance with Part III of the *CPA Canada Handbook – Accounting*, Accounting Standards for Not-for-Profit Organizations, which sets out generally accepted accounting principles for not-for-profit enterprises in Canada and includes the significant accounting policies described hereafter. The financial statements are presented in thousands of Canadian dollars.

b) Cash

Cash consists of deposits held with financial institutions with maturities of three months or less.

c) Investments

Investments reported at fair value consist of equity instruments that are quoted in an active market. Changes in fair value are recognized in net income. Transaction costs to acquire or dispose of these instruments are recognized in net income in the period during which they are incurred.

Investments include guaranteed investment certificates (“GICs”) and Bankers’ Acceptance (“BA”) notes that mature within the next 12 months to known amounts of cash and which are subject to an insignificant risk of changes in value; and short-term bond EFTs, income pool funds or short maturity bond funds each of which must have a risk rating of low and a correlation risk ranking by either the Canadian Bond Rating Service or Dominion Bond Rating Service of low and with maturities of up to 5 years.

ALBERTA OIL AND GAS ORPHAN ABANDONMENT AND RECLAMATION ASSOCIATION

Notes to the Financial Statements

March 31, 2024

(thousands of dollars)

d) Revenue recognition

The OWA receives substantially all its revenue as a contribution from the AER, which includes the Orphan Fund Levy, Large Facility Levy, industry fees, enforcement recoveries and security deposit recoveries, first time licensee fees and Regulator directed transfer fees. The Orphan Fund Levy and the Large Facility Levy is set by the AER in consultation with the OWA, CAPP and EPAC. The OWA follows the deferral method of accounting for the contributions, whereby restricted contributions are recognized as revenue in the period the related expenses are incurred. Unrestricted contributions, including first time licensee fees, Regulator directed transfer fees, industry fees, enforcement recoveries and security deposit recoveries are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and the collection is reasonably assured. Salvage sales income is recorded when persuasive evidence of an arrangement exists, when the significant risks and rewards of ownership have passed to the buyer, and collection is reasonably assured. Interest income includes interest from investments, interest from GST recovery, dividends, net realized gains or losses on the sale of investments and deferred contributions on interest-free government loans. Contribution agreement and working interest participant agreement recoveries are recognized when the associated expense has been incurred.

e) Tangible capital assets

Purchased tangible capital assets are recorded at cost less accumulated amortization. Cost includes the purchase price plus any additional costs attributable to the construction of the asset and preparing the asset for its intended use. Donated tangible capital assets are recorded at their fair values at the date of donation. Amortization of computers is provided on a straight-line basis over the estimated useful life of 3 years.

f) Financial assets and liabilities

The Association initially records financial assets and liabilities at fair value, except for a related party transaction. Related party financial instruments that are not required to be initially measured at fair value are instead initially measured at cost. Cost is determined based on whether or not the instrument itself or, as the next alternative, the consideration transferred from or received by the Association has repayment terms. If there are repayment terms, cost generally represents the undiscounted cash flows, excluding interest and dividend payments. Otherwise, cost is determined using the carrying or exchange amount of such consideration transferred or received, depending on the circumstances.

Financial instruments that will be measured subsequently at amortized cost, are adjusted by the amount of any related financing fees and transaction costs that are directly attributable to their origination, issuance or assumption.

ALBERTA OIL AND GAS ORPHAN ABANDONMENT AND RECLAMATION ASSOCIATION

Notes to the Financial Statements

March 31, 2024

(thousands of dollars)

Subsequently, the Association measures financial instruments as follows:

- (i) Investments in equity instruments that are quoted in an active market at fair value, with unrealized gains or losses recognized in the statement of operations;
- (ii) all other financial assets, which includes cash, accounts and other receivables and internally restricted cash, at amortized cost; and
- (iii) all financial liabilities, which includes accounts payable and accrued liabilities and long-term notes payable at amortized cost.

Financial assets measured at amortized cost are assessed annually for indications of impairment. When there are indications of possible impairment, the Association determines if there has been a significant adverse change to the expected timing or amounts of the future cashflows expected from the financial asset. Any impairment loss is recognized as an expense of the period, in the statement of operations. A previously recognized impairment loss is reversed to the extent that the improvement can be related to an event occurring after the impairment was recognized, but the adjusted carrying amount of the financial asset shall be no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized. The reversal of a previously recognized impairment loss on a financial asset measured at amortized cost is recognized in the statement of operations in the year the reversal occurs.

g) Long-term notes payable

With respect to below-market interest and interest-free government loans, the difference between the loan received and its fair value is recorded as a deferred contribution and amortized into revenue over the period of the life of the loan concerned. Fair value and the corresponding interest expense are calculated based on market interest rates at the initial measurement of the financial instrument thereby resulting in financial liabilities recorded at amortized cost.

h) Use of estimates

The preparation of the financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions which affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the year. Due to the inherent uncertainty involved with making such estimates, actual results reported in future years could differ from those estimates.

Items subject to significant management estimate include accrued liabilities, amortization of tangible capital assets and fair value of long-term notes payable.

ALBERTA OIL AND GAS ORPHAN ABANDONMENT AND RECLAMATION ASSOCIATION

Notes to the Financial Statements

March 31, 2024

(thousands of dollars)

i) Taxation

The OWA, as a not-for-profit organization, has no liability for corporate income tax under the *Income Tax Act* (Canada).

Note 3 GST recovery and non-recoverable GST expense

In a prior year the Canada Revenue Agency (“CRA”) determined the OWA to be ineligible to claim for input tax credits (“ITC”) and public service body (“PSB”) rebates respectively under subsections 123(1), 169(1), 259(2) and 259(3) and section 10 of Part VI of Schedule V of the *Excise Tax Act*. As such, the OWA records the non-recoverable GST expenses separately on the statement of operations.

Beginning in fiscal 2018 the OWA proceeded to dispute the CRA's determinations, including filing an appeal in the Tax Court of Canada in 2020. The Tax Court Appeal was settled by a consent order signed by the OWA and the CRA in fiscal 2023, which entitled the OWA to claim full ITCs in the amount of \$1,757 including interest for its GST reportable periods of April 1, 2014 through December 31, 2016, and \$9,994 including interest for the GST reportable periods of January 1, 2017 through February 28, 2021. In fiscal 2024 the OWA claimed ITCs in the amount of \$1,807 plus interest for the GST reportable period July 1, 2023 through October 1, 2023. Payments for additional amounts claimed for the period from March 1, 2021 to March 31, 2024 (excluding the 4 months noted) remain outstanding pending discussions with the AER and CRA and have not been recognized in these financial statements.

Note 4 Investments

At March 31, 2024, the Association's investments included \$30,000 (2023 - \$25,000) of guaranteed investment certificates with interest rates between 5.36% and 5.7% per annum. The investments matured in April/May 2024 at which time they were reinvested in similar instruments with comparable interest rates. The Association also has \$7,491 (2023 - \$9,756) of investments in the form of fixed income bond funds with varying degrees of yield, coupon and maturity.

Note 5 Tangible capital assets

			2024	2023
	Cost	Accumulated amortization	Net book value	Net book value
Computers	\$ 162	\$ 138	\$ 24	\$ 16

ALBERTA OIL AND GAS ORPHAN ABANDONMENT AND RECLAMATION ASSOCIATION

Notes to the Financial Statements

March 31, 2024

(thousands of dollars)

Note 6 Long-term notes payable

In fiscal 2018, the OWA entered into an interest-free loan arrangement with His Majesty the King in Right of Alberta as represented by the President of Treasury Board, Minister of Finance and by the Minister of Energy (the "Province"), by which the OWA may borrow from the Province to a maximum aggregate amount of \$235,000. As at March 31, 2024, advances of \$235,000 (2023 - \$235,000) have been received, of which \$3,897 (2023 - \$7,011) has been recorded as a deferred contribution (see Note 7), and \$3,114 (2023 - \$3,974) as interest revenue and expense, calculated based on an annual rate of 3.2%. The outstanding balance of this Provincial loan is repayable in quarterly instalments of \$7,550 through to January 1, 2027.

In fiscal 2021, the loan arrangement with the Province was amended such that the OWA may borrow an additional \$100,000 interest-free. As at March 31, 2024, an advance of \$100,000 (2023 - \$100,000) has been received, of which \$17,565 (2023 - \$20,364) has been recorded as a deferred contribution (see Note 7), and \$2,798 (2023 - \$2,696) as interest revenue and expense, calculated based on an annual rate of 3.44%. This \$100,000 loan is repayable in quarterly instalments of \$6,250 commencing on January 1, 2028 until October 1, 2031.

Also in fiscal 2021, an interest-free loan arrangement was entered into with His Majesty the King in Right of Canada as represented by the Minister of Finance ("Canada") under which the OWA may borrow a maximum aggregate amount of \$200,000. As at March 31, 2024, advances of \$200,000 (2023 - \$200,000) have been received, of which \$61,734 (2023 - \$66,960) has been recorded as a deferred contribution (see Note 7), and \$5,225 (2023 - \$5,014) as interest revenue and expense, calculated based on an annual rate of 3.84%. This \$200,000 loan is repayable in quarterly instalments of \$12,500 commencing on January 1, 2032 until October 1, 2035.

The following is the repayment schedule for the notes payable:

	2025	2026	2027	2028	2029	Thereafter
Repayment Schedule	\$ 30,198	\$ 30,198	\$ 30,198	\$ 6,250	\$ 25,000	\$ 268,750

Note 7 Deferred Contribution

In addition to the deferred contributions arising from the interest-free portion of the long-term notes payable as described in note 6, in fiscal 2023 the OWA entered into an agreement with a third party to direct specified funds towards closure work at six orphan sites. The terms and conditions of the agreement are subject to confidentiality restrictions. The funds provided by the third party pursuant to the agreement have been treated as a restricted contribution and recognized as security deposits recovery revenue, as expenses are incurred, following the deferral method of accounting.

ALBERTA OIL AND GAS ORPHAN ABANDONMENT AND RECLAMATION ASSOCIATION

Notes to the Financial Statements

March 31, 2024

(thousands of dollars)

Changes in deferred contributions during the year are as follows:

Deferred contributions

	<u>2024</u>	<u>2023</u>
Balance, beginning of year	\$ 102,094	\$ 106,019
Contributions received	-	\$ 8,000
Transferred to revenue	\$ (1,582)	\$ (241)
Interest revenue recognized (Note 6)	\$ (11,137)	\$ (11,684)
Balance, end of year	<u>\$ 89,374</u>	<u>\$ 102,094</u>

Note 8 Working interest participant agreement recoveries

By delegated authority from the OFDAR, the OWA is permitted to enter into agreements with working interest participants for the purpose of suspension, abandonment, remediation or reclamation of a well, facility, well site or facility site. During the year ended March 31, 2024, \$719 (2023 - \$1,019) has been recovered from working interest participants.

Note 9 Working interest claims

Working interest claims are permitted under the Oil and Gas Conservation Act (OGCA) S. 70(1),(2), S. 71(1) and Oil and Gas Conservation Rules (OGCR) S. 16.541(1)(2). By this legislation, the AER identifies defaulting working interest participants and authorizes payment from the orphan fund. The OWA accepts claims as directed from the AER made by industry for deemed defaulting (defunct) working interest participants. Working interest participants are anyone who owns a beneficial or legal undivided interest in a well or facility under agreements that pertain to the ownership of that well or facility. If a company has a working interest participant with a well, facility or associated site that has completed end of life obligations, the OWA may reimburse the proportionate share of costs on behalf of the defaulting working interest participant for the completed abandonment and/or reclamation as directed by the AER. Reclamation is considered completed and reimbursement made when a site reclamation certificate has been issued. During the year ended March 31, 2024, \$4,978 (2023 - \$6,137) has been reimbursed to working interest participants.

Note 10 Related party transactions

As required under Section 6(3) of OFDAR, the Association discloses the salaries and benefits paid to management personnel who report directly to the Board of \$694 (2023 - \$573), and which is included in fund administration expense on the Statement of Operations. Also included in fund administration expense for the year to March 31, 2024 is \$235 (2023 - \$235) related to a long-term incentive plan, payable in relation to services rendered by those management personnel. Under the terms of the long-term incentive plan, while the Association is committed to make further payments totaling \$830 in respect of services, which are expected to be rendered over the period from April 1, 2024 to March 31, 2029, these future payments have not been reflected in the financial statements as they are contingent upon the provision of those future service obligations. The annual payments are subject to the approval of the Board. No remuneration and benefit payments were made to Board members for services provided in fiscal years 2024 and 2023.

The transactions with the AER, the Province and Canada, as described in notes 6, 9 and 13, are considered related party transactions.

ALBERTA OIL AND GAS ORPHAN ABANDONMENT AND RECLAMATION ASSOCIATION

Notes to the Financial Statements

March 31, 2024

(thousands of dollars)

Note 11 Long-term incentive plan

The Association has a cash-based long-term incentive plan which is payable at the discretion of the Board, for the benefit of the Association's employees. The terms of the long-term incentive plan are such that eligible employees are entitled to a fixed cash amount which vests based on the completion of a period of service rendered to the Association. During the year ended March 31, 2024, the Association has recorded \$529 (2023 - \$708) as employee long-term incentive expense, which has been included within fund administration expense on the Statement of Operations and within accounts payable and accrued liabilities on the Statement of Financial Position. While the long-term incentive plan contemplates future payments of \$840, these future payments have not been reflected in the financial statements as they are contingent upon the provision of future service obligations.

Note 12 Receivership expenses

As necessary, the Association applies to the Courts to appoint Receivers for certain entities to ensure that assets are managed and maintained safely for the benefit of the public, and where possible, placed in the hands of responsible operators through recognized sales processes following AER approval. During the year ended March 31, 2024, \$3,809 (2023 - \$5,057) has been recorded as receivership expenses.

Note 13 AER enforcement activity expenditures

AER enforcement activity expenditures represent amounts paid to the AER as reimbursement for third party abandonment expenditures related to orphaned wells, pipelines and facilities, and incurred by the AER in performing enforcement actions against liable parties. During the year ended March 31, 2024, \$0 (2023 - \$68) has been recorded as AER enforcement activity expenses.

Note 14 Financial instruments

The Association is exposed to the following types of risks in relation to its financial instruments:

(i) Credit risk

The Association is exposed to credit risk, which is the risk that a counterparty will fail to perform an obligation or settle a liability, resulting in a financial loss to the Association. As at March 31, 2024, approximately 1% of the Association's accounts and other receivables was due from the AER (2023 - 39%). The maximum credit risk exposure associated with the Association's financial assets is the carrying amount.

(ii) Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The interest-free government loans are not subject to a fair value risk.

(iii) Liquidity risk

Liquidity risk is the risk that the Association will encounter difficulty in meeting obligations associated with financial liabilities. Mitigation of this risk is achieved through the active management of cash and debt.

ALBERTA OIL AND GAS ORPHAN ABANDONMENT AND RECLAMATION ASSOCIATION

Notes to the Financial Statements

March 31, 2024

(thousands of dollars)

The Association does not consider there to be a present risk in relation to funds available to the Association under the existing loan arrangements.

The contractual maturities of financial liabilities as of March 31, 2024 are as follows:

	Total	2025	2026	2027	2028	2029	Thereafter
Accounts payable and accrued liabilities	\$ 14,860	\$ 14,860	\$ -	\$ -	\$ -	\$ -	\$ -
Long-term notes payable	\$ 390,594	\$ 30,198	\$ 30,198	\$ 30,198	\$ 6,250	\$ 25,000	\$ 268,750

Note 15 Commitments and contingencies

The Association has various operating leases for its premises and equipment. The annual minimum payments under these operating leases are as follows:

	2025	2026	2027
Commitments	\$ 247	\$ 4	\$ 1

In the course of the normal activity of the Association, it may become party to a claim or legal action as a result of events that have occurred. While the outcome of these matters is uncertain, and accordingly no provision has been recorded in the financial statements, the OWA does not believe that the outcome related to these matters, or any amount that the OWA may be required to pay, would have a materially adverse effect on the OWA as a whole.

Note 16 Subsequent events

On April 1, 2024, the Association approved an additional tranche of the cash-based long-term incentive plan in the amount of \$1,484, for the performance period of April 1, 2024 through March 31, 2029, and which is payable at the discretion of the Board, for the benefit of the Association's employees.

GOVERNANCE

The Alberta Oil and Gas Orphan Abandonment and Reclamation Association is an independent non-profit organization, generally known as the Orphan Well Association or OWA. The OWA operates under the delegated legal authority of the AER, the provincial regulator of energy development. Funding for the Association's work comes primarily from Alberta's oil and gas producers through the Orphan Fund Levy and LFP Orphan Fund Levy.

Board of Directors

We are led by an independent Board of Directors with industry and regulatory representatives who oversee our operations, priorities and strategic planning to ensure the OWA fulfills its mandate.

Directors are appointed by the OWA's members: the Canadian Association of Petroleum Producers, the Explorers and Producers Association of Canada and the Alberta Energy Regulator.

Brad Herald

Canadian Association of Petroleum Producers, OWA Chair

Brad Herald's work with CAPP has focused on industry operations and economics in Western Canada, including best practices related to the environment and public health and safety. He works closely with industry experts on community and regional stakeholder concerns, and with regulators and governments on policy issues and implementation.

Doug Dafoe

Ember Resources

Doug Dafoe is President and CEO of Ember Resources Inc. He has more than thirty years of industry experience in financial and operating positions in several publicly traded energy companies. In addition to corporate leadership positions, Doug brings extensive governance experience as a Board Director for drilling and energy production

companies, and as a past member of the Board of Governors of the Canadian Association of Petroleum Producers. He holds the designations of Chartered Accountant and Chartered Director.

Logan Popko

Cenovus Energy Inc.

As Vice-President of Well Delivery for Cenovus Energy Inc., Logan Popko is accountable for the safe and efficient execution of drilling, completions and asset retirement programs. Over more than 15 years at Cenovus, he has held increasingly senior roles in production operations, asset development, execution, corporate strategy and planning, and downstream businesses. He holds a Bachelor of Science degree in Oil and Gas Engineering from the University of Calgary and is a member of the Association of Professional Engineers and Geoscientists of Alberta.

David Hardie

Alberta Energy Regulator

David Hardie is the Director of Liability Management for the Alberta Energy Regulator. In over 20 years with Alberta's regulatory authorities, David has worked in analysis, strategy development and organizational leadership for infrastructure liability and closure in the energy industry. His experience relates directly to stewarding policies related to financial, environmental and public safety risk related to wells, pipelines and facilities.

Kyle Pisiso

Canadian Natural Resources Limited

Kyle Pisiso is Vice-President, Drilling, Completions and Asset Retirement at Canadian Natural Resources. During his more than 15-year career at Canadian Natural, Kyle has gained extensive experience in the development of oil and natural gas projects in the Western Canadian Sedimentary Basin as well as international offshore assets. Kyle is a Professional Engineer who has progressed through a range of technical roles and is currently leading multi-disciplinary teams that safely, effectively and efficiently manage drilling, completions and asset retirement activities, including decommissioning, reclamation and site closure.

D. Blake Reid

Paramount Resources

Blake Reid is a Professional Engineer and Executive Vice President, Operations at Paramount Resources. Prior to joining Paramount, Blake held a number of progressively senior roles over 25 years of industry experience. His work has included a broad range of technical, operational and strategic management roles, including leadership of multi-disciplinary organizations covering operations, maintenance, engineering, project management, drilling and completions, administration, and environment, health and safety portfolios.

Leadership



Vik Dhalla

Lars De Pauw

Brad Malley

Dave Marks

Lars De Pauw

President

Lars De Pauw joined the OWA in 2017 as the association entered a new era of enhanced regulation, increasing inventories and larger and more complex projects. As executive director, and then president, he has led significant organizational transformation as the OWA has become one of the largest oil and gas site closure organizations in Alberta. Prior to joining the OWA, Lars held roles of increasing responsibility in environmental and reclamation management at a large producer and in the service sector, and has volunteered on several boards. He holds a B.Sc. in environmental engineering, an M.Sc. and a Professional Engineer (P.Eng.) designation.

Vik Dhalla

Corporate Controller

Vik Dhalla is responsible for the OWA's financial operations, including fiscal modeling and planning, oversight of funding and loans, service contracts, employee compensation and benefits, and financial reporting. He also has responsibility for the OWA's IT support and services. Vik has more than 25 years experience in finance systems, analysis, modeling and disclosure across the retail, technology and energy sectors. He holds degrees in biological sciences and finance, and the designations of Chartered Management Accountant (CMA) and Chartered Professional Accountant (CPA).

Brad Malley

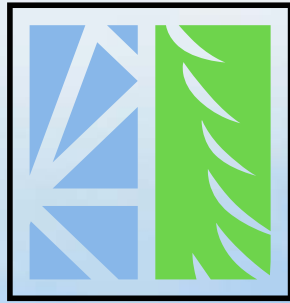
Director, Operations

As Director, Operations, Brad Malley oversees the decommissioning and reclamation of sites for the OWA. He brings over 40 years of energy industry experience from the field and the head office. His past roles have included senior level oil and gas positions with responsibilities that included large capital projects, asset retirement, project and contractor management, health and safety, and regulatory compliance. Brad holds the designation of Professional Technologist (Eng).

Dave Marks

Manager, Land and Stakeholder

Dave Marks leads the OWA's Land and Stakeholder group. In this role, his team works with orphan sites from the earliest stages of engaging landowners and conducting risk assessments through ongoing operations, long-term monitoring and site closure. Dave also provides oversight of key industry relationships with working interest partners on WIPA sites, and with the AER when the regulator has directed the OWA to take reasonable care and measures to protect public safety and the environment. Dave has over 36 years of experience in the oil and gas industry and is a former OWA board member. He holds a B.Sc. in Resource Conservation and is a Professional Agrologist (P.Ag.).



Orphan Well Association



The OWA team joins in the annual Bow River clean-up in downtown Calgary.



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