



AGENDA

Committee of the Whole
October 11, 2023
10:00 a.m.

1. CALL TO ORDER

2. CHANGES TO AGENDA & ADOPTION OF AGENDA

3. CONFIRMATION OF MINUTES

4. DELEGATIONS

5. REPORTS FOR DISCUSSION

5.1 Enel Road Maintenance Agreement

Administration Presenter:

Davin Gegolick, Director of Planning & Community Services

5.2 Asphalt Roadway Future Planning

Administration Presenter:

Norm DeWet, Director of Operations

5.3 "Draft" Donations to Community Organizations, Programs, Events and Activities Policy

Administration Presenter:

Jason Warawa, Director of Corporate Services

6. COUNCILLOR REQUESTS (INFORMATION / PROGRAM REQUESTS)

6.1 Division Reports

6.2 Councillor Request Report

7. CLOSED SESSION

7.1 Town of Vegreville 2024 Cold Mix Request

FOIP Section 21 – disclosure harmful to intergovernmental relations

7.2 Armitage Pit

FOIP Section 16, third party business interests

7.3 AlphaBow Energy Outstanding Taxes

FOIP Section 24, advice from officials

7.4 Strategic Planning Session

FOIP Section 24, advice from officials

7.5 Operational Hours

FOIP Section 24, advice from officials

8. OPEN SESSION

9. MOTIONS ARISING OUT OF THE CLOSED SESSION

10. ADJOURNMENT



Committee of the Whole Minutes

September 13, 2023

Members Present:

Reeve Roger Konieczny, Division 3
Deputy Reeve Tara Kuzio, Division 5
Councillor Joey Nafziger, Division 1
Councillor Eric Anderson, Division 2
Councillor Cliff Wowdzia, Division 4
Councillor Carl Ogrodnick, Division 6
Councillor Kevin Bentley, Division 7

Administration Present:

Pat Podoborzny, Chief Administrative Officer
Norm De Wet, Director of Operations
Mike Fundytus, Director of Protective Services
Davin Gegolick, Director of Planning and Development
Darwin Ullery, Agriculture and Utilities Foreman
Kari Janzen, Senior Accountant
Trudy Shukalak, Legislative Services Coordinator

1. CALL TO ORDER

Reeve Konieczny called the meeting to order at 9:01 a.m.

2. CHANGES TO AGENDA & ADOPTION OF AGENDA

2023-W059

Moved by: Councillor Wowdzia

THAT the September 13, 2023, Committee of the Whole meeting agenda be adopted as presented.

Carried

3. CONFIRMATION OF MINUTES

2023-W060

Moved by: Councillor Nafziger

THAT the August 16, 2023, Committee of the Whole meeting minutes be adopted as presented.

Carried

4. DELEGATIONS

5. REPORTS FOR DISCUSSION

5.1 "Draft" Electronic Signatures and Approvals Policy

Currently, the County of Minburn does not have a policy regarding electronic signatures and approvals.

The "draft" policy establishes standards for the use of electronic signatures and electronic approvals by the County and defines where appropriate and permissible to use. Establishing acceptable standards protects the County and mitigates risks while ensuring a consistent user experience.

Administration Presenter:

CAO Pat Podoborzny

2023-W061

Moved by: Councillor Wowdzia

THAT Administration prepare an RFD for the September 13, 2023, County Council meeting recommending the approval of Electronic Signatures and Approval Policy.

Carried
ACTION: Create RFD

6. COUNCILLOR REQUESTS (INFORMATION/PROGRAM REQUESTS)

6.1 Divisional Reports

Presented by Reeve and Council

6.2 Councillor Request Report

7. ADJOURNMENT

Reeve Konieczny declared the meeting adjourned at 9:11 a.m.

Reeve

Chief Administrative Officer



COMMITTEE OF THE WHOLE DISCUSSION PAPER

Topic: Enel Road Maintenance Agreement
Date: October 11, 2023

Background:

Pursuant to our Development Agreement with Enel, they are required to restore County roads to the pre-haul inspection condition. Enel has requested the County to waive the reclamation obligation with respect to 3 routes which have been upgraded and agreed to sign a Road Maintenance Agreement which would make them responsible for maintenance on these 3 routes.

Given these 3 public roads were unimproved prior to construction, the industry operator is the primary user of these roads to access their turbine sites. The proposed Road Maintenance Agreement acknowledges that the County is not obligated to perform any maintenance on these routes and that the industry operator would maintain the routes to a level suitable for them to access their sites, which will differ materially from how the County typically maintains public roads.

Information for the Committee:

The 3 routes (Schedule "A" of the agreement):

- Twp Rd 494 – 1.5 km west of Rge Rd 81 to access Turbine 32
 - Rge Rd 84 – 1 km south of Twp Rd 490 to access Turbines 33 and 45A
 - Rge Rd 82 – 2 km south of Twp Rd 490 to access Turbine 12A (road would not be maintained all the way south to Hwy 619)
-
- Proposed agreement expires upon final decommissioning of the wind farm
 - Administration has undertaken legal review of the agreement

Recommendation:

THAT Council approves administration to execute the Road Maintenance Agreement as drafted

Attachment: *Draft Road Maintenance Agreement*

COUNTY OF MINBURN No. 27
ROAD MAINTENANCE AGREEMENT

Agreement No. _____

This Agreement made this ____ day of _____ 2023.

BETWEEN:

COUNTY OF Minburn NO. 27

A Municipal Corporation in the Province of Alberta

-and-

WILD RUN LIMITED PARTNERSHIP

By its General Partner, Enel Alberta Wind Inc.

WHEREAS:

- A. Wild Run Limited Partnership (the “**Industry Operator**”) owns and operates the Grizzly Bear Creek Wind Project (the “**Project**”) located in the County of Minburn No. 27 (the “**County**”).
- B. The County has the direction, control, and responsibility for the management of all roads within its municipal boundaries pursuant to the Municipal Government Act, R.S.A. 2000, c. M-26, as amended and repealed and replaced from time to time.
- C. The Industry Operator and the County executed that certain Development Agreement dated as of March 21, 2022 (the “**Development Agreement**”).
- D. Pursuant to the Development Agreement, the Industry Operator is required to restore County roads to their pre-haul inspection condition (“**Reclamation Obligation**”).
- E. The Industry Operator provided material improvement to three sections of public road (the “**Routes**”), outlined, or otherwise delineated, on the map attached hereto as Schedule “A” to this Agreement and described in Schedule “A” as:
 - a. Route 1: RR 84 - From TWP 490 to WTG 33

- b. Route 2: RR 82 - From TWP 490 to WTG 12
- c. Route 3: TWP 494 - From RR 81 to WTG 32
- F. The County agrees to waive the Reclamation Obligation with respect to the Routes and allow the Industry Operator to use the Routes in accordance with this Agreement.
- G. The County and the Industry Operator have agreed to enter into this Agreement as of the date first written above (the "**Effective Date**") to allow the Industry Operator to maintain the roads in their current condition and use the Routes for the duration of the project, provided the Industry Operator performs certain maintenance work.

NOW THEREFORE, in consideration of the premises and mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the County and the Industry Operator agree as follows:

USE AND MAINTENANCE OF ROADS

1. Subject to this Agreement, the County hereby waives Industry Operator's Reclamation Obligation with respect to the Routes and hereby allows the Industry Operator to use the Routes for activities associated with operations and maintenance of the Project during the Term of the Agreement.
2. Industry Operator may use the Routes for any activity necessary for operation of the Project. Such activities include, but are not limited to, the transport of goods, associated workforce and materials, provision of access to emergency response services (including but not limited to fire, ambulance and RCMP) to and from the operation sites along the Routes as set out in the Schedule "A" to this Agreement, and shall include start-up operations, on-going operations and maintenance and wrap-up operations. Nothing in the foregoing shall be interpreted as relieving the Industry Operator from the obligation to comply with any applicable federal, provincial or municipal legislation, regulations or bylaws with respect to its operations or use of the Routes.
3. **TERM:** The Term of this Agreement commences on the Effective Date and expires upon the final decommissioning of the Project, subject to renewal in accordance with the terms of this Agreement (the "**Term**"). The decommissioning of the Project is defined as the removal or abandonment of wind farm infrastructure such as the wind turbine generators, substation, road, and collection facilities. Provided that the Industry Operator has duly complied with this Agreement, the Industry Operator may elect to extend the Term by a maximum of three (3) years beyond decommissioning of the Project to comply with regulatory or landowner reclamation requirements, by providing written notice to the County.
4. This Agreement may be terminated by the County effective immediately upon written notice to the Industry Operator if the Industry Operator is in default of any of the requirements of this Agreement and fails to cure such default within fifteen (60) days of receiving written notice of the default from the County.
5. Notwithstanding the foregoing, in the event the Industry Operator's default of any of the requirements of this Agreement causes an emergency (which for the purpose of this Agreement means a situation in which there is imminent danger to public safety or of serious harm to property) the County may take whatever steps are reasonably required to cure the default and eliminate the emergency, and all reasonable costs incurred by the County with respect to same shall be payable by the Industry Operator to the County upon sixty (60) days' written notice.

6. The Industry Operator accepts responsibility for all damage to the Routes, except where damages are caused by unlawful activities committed by persons or entities other than the Industry Operator. Additionally, the Industry Operator will perform maintenance activities of the Routes as are required for Industry Operator facility operations.
7. Industry Operator reserves the right to modify the Routes for operations activities for the Project if Industry Operator repairs the Routes after such activities to a condition suitable for Industry Operator facility operations.
8. For the avoidance of doubt, the Routes will be maintained by the Industry Operator to a level suitable for Industry Operator facility operations and will differ materially from how the County maintains public roads.
9. The Industry Operator acknowledges and agrees that the County is not obligated to perform any maintenance of the Routes during the term of this Agreement. The Industry Operator hereby waives and releases any and all claims it has or may in the future have against, and releases from liability and agrees not to sue the County for, any personal injury, death, property damages, health care costs, theft or other loss of any kind, including economic loss, that it might sustain as a result of or in any way connected to the use or condition of the Routes due to any cause whatsoever including, but not limited to: negligence or gross negligence; breach of any other duty imposed by law, including any duty imposed by occupier's liability or other legislation; breach of any contract, and; mistakes or errors in judgment of any kind on the part of the County.
10. Notwithstanding any other provision of this Agreement, the Industry Operator covenants and agrees that the condition of the Routes at the expiry or termination of this Agreement, howsoever it occurs, shall be equal to or better than the condition of the Routes as of the Effective Date of this Agreement.
11. Nothing in this Agreement shall be interpreted as limiting or relieving the Industry Operator of its obligations pursuant to the Development Agreement with respect to County roads other than the Routes, or otherwise.

INDEMNITY

12. Each Party shall at all times and without limitation, indemnify and save harmless the other Party, and its officers, employees, affiliates and subsidiaries, contractors, agents, shareholders, and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which either Party, or its officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, whether or not incurred in connection with any action or other proceedings, from claims or demands made by third parties, with respect to any occurrence, event, incident or matter cause by, and/or arising as a direct or indirect result of:
 - a. Any act or omission of the Party and/or any of those persons for whom the Party is responsible at law (including, without limitation, any of its employees or subcontractors), arising out of this agreement whether occasioned by negligence or breach by the Party of any term or provision of this Agreement.

- b. The costs of repairs, clean-up or restoration paid by the Party related to work performed or to be performed by the Party and any fines levied against the Party pertaining to the Agreement; or
 - c. Any breach, violation or non-performance of any representation, warranty, obligation, covenant, or condition in this Agreement set forth and contained on the part of the Party to be fulfilled, kept, observed, or performed.
13. The provisions of this Section are in addition to and shall not prejudice any other rights either Party has at law or in equity. This Section shall survive the termination or expiry of this Agreement.

INSURANCE

14. Without in any way limiting the liability of the Industry Operator under this Agreement, the Industry Operator shall obtain and maintain in force during the Term of this Agreement the following insurance, all satisfactory to the County, acting reasonably.
- a. standard automobile, bodily injury and property damage insurance providing coverage of at least TWO MILLION (\$2,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for the injury to or death of one of more persons or damage to or destruction of property.
 - b. a comprehensive general liability insurance policy providing coverage of at least FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence, inclusive and in respect of any claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles.
 - ii. independent subcontractors.
 - iii. contractual liability including this Agreement.
 - iv. broad form property damage endorsement; and
 - v. environmental liability.
 - c. Workers' Compensation coverage for all employees, if any, engaged by the Industry Operator in accordance with the laws of the Province of Alberta.
 - d. employers' liability insurance respecting employees, if any, of the Industry Operator with limits of liability not less than TWO MILLION (\$2,000,000.00) DOLLARS per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Industry Operator.
15. The Industry Operator shall ensure that all insurance coverage maintained by the Industry Operator in accordance with this Agreement shall name the County and any other party designated by the County as an additional named insured, contain a severability of interests or cross liability clause, and shall 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.
16. The Industry Operator shall, upon request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all the

insurance required to be held by the Industry Operator as set forth herein shall be borne by the Industry Operator.

17. It is understood and agreed by the Industry Operator that the Industry Operator shall, during the currency of this Agreement, maintain in full force and effect all liability insurance prescribed herein.

COMPLIANCE WITH THE LAW

18. The Industry Operator shall always comply with all legislation, regulations and municipal bylaws and resolutions relating to this Agreement. The provisions of this Agreement shall be additional to and not in substitution for any law, whether federal, provincial, or municipal, prescribing requirements relating to construction standards and the granting of development, building and occupancy permits. This Agreement does not constitute approval of any subdivision and is not a development permit, building permit or other permit granted by the County.
19. If any provision hereof is contrary to law, the same shall be severed and the remainder of this Agreement shall be of full force and effect.

GENERAL TERMS

20. The Agreement shall be governed by the laws of the Province of Alberta.
21. The parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.
22. No waiver of any breach of any representation, warranty, obligation, covenant, or condition in this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and unless otherwise provided, shall be limited to the specific breach which is waived. A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.
23. The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit, or enlarge the scope or meaning of this Agreement or any provision hereof. All the provisions of this Agreement will be treated as separate and distinct and if any provision hereof is declared invalid, the other provisions will nevertheless remain in full force and effect.
24. The provisions of this Agreement shall survive the termination or expiration of this Agreement, as the context may require, and shall not be merged therein or herewith.
25. Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, or by registered mail sent to, the respective addresses of the parties being:

County of Minburn No. 27

Box 550
4909 50 Street
Vegreville, AB T9C 1R6
Phone:
email:
Attention:

Wild Run Limited Partnership

c/o Enel Alberta Wind Inc.

1206, 20 Ave SE
Calgary, AB T2G 1M8
Phone:
email:
Attention:

If mailed, any notice shall be deemed to have been effectively given three (3) business days after mailing, and if delivered, shall be deemed to have been effectively given on the date on which it was delivered. Any party may change its address for receipt of notice by giving notice of its new address to the other party as herein contemplated.

EXECUTION OF AGREEMENT

26. The Industry Operator and the County hereby acknowledge that they hereby execute this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that they are executing this Agreement freely and voluntarily and of their own accord without any duress or coercion whatsoever and that both Parties are fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

IN WITNESS WHEREOF, the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

County of Minburn No. 27

WILD RUN LIMITED PARTNERSHIP

By its General Partner, Enel Alberta Wind Inc.

Per: _____

Per: _____

SCHEDULE "A" – THE ROUTES

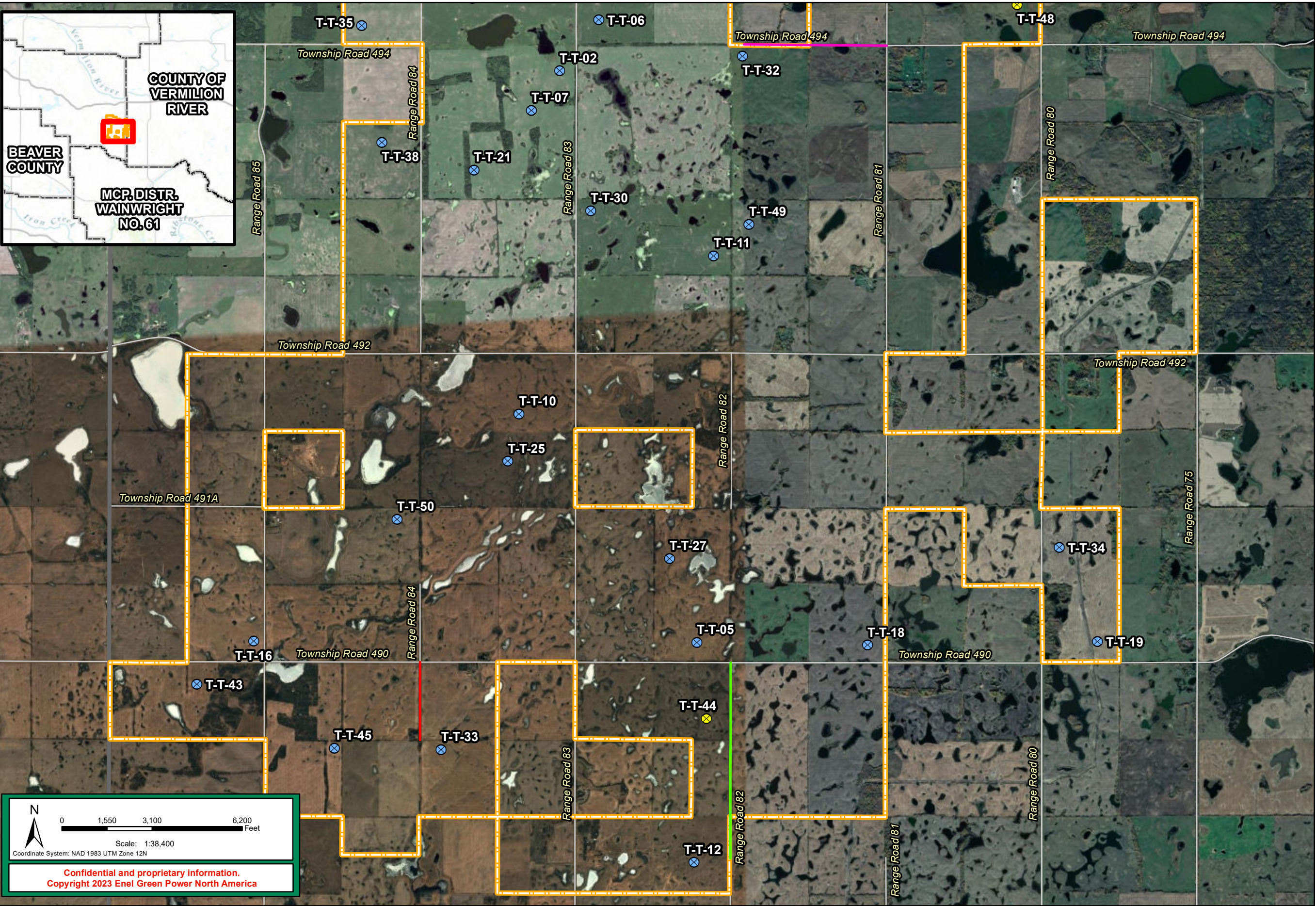
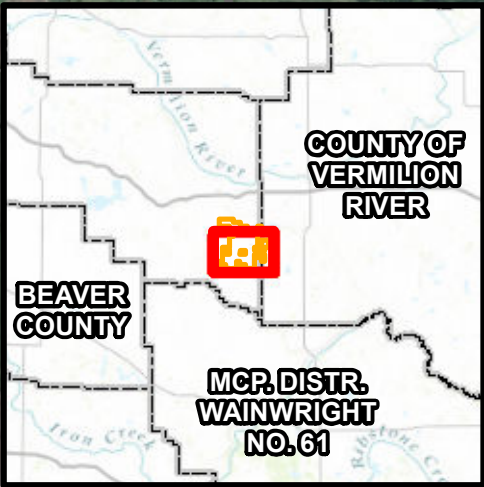
DRAFT

Grizzly Bear Creek Wind Project - O&M Road Maintenance Agreement Exhibit



Legend

- Grizzly Bear Creek
- Primary Turbine
- Alternate Turbine
- Route 1: RR 84 - From TWP 490 to WTG 33
- Route 2: RR 82 - From TWP 490 to WTG 12
- Route 3: TWP 494 - From RR 81 to WTG 32
- Local Roads
- Highways
- County/Territory Boundary



N

01,5503,1006,200

Feet

Scale: 1:38,400

Coordinate System: NAD 1983 UTM Zone 12N

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The following companies and organizations provided data that contributed to the production of this map.

U.S. Geological Survey (USGS)
Environmental Systems Research Institute (ESRI)
U.S. Department of Agriculture (USDA)
U.S. Federal Aviation Administration (FAA)
WhiteStar Corporation
Core Logic
Ventyx Inc.
Real Estate Portal USA

Analyst: NE0003800

Date: 5/18/2023



COMMITTEE OF THE WHOLE DISCUSSION PAPER

Topic: Asphalt Roadways: Future Planning
Date: October 11, 2023

Background

To ensure that the County is planning and prioritizing future paved surface capital projects, administration has been working to determine future capital upgrades or any maintenance that might extend the life of the County's paved capital assets. The initial asphalt roadway review does not include hamlets, as they will require a review of underground utilities in combination with paved surfaces.

The benefits of long-term capital plans for asphalt paved surfaces are a proactive approach to preventing more expensive and extensive future repairs, saving taxpayer funds in the long run. The capital plan ensures that resources are allocated to the most critical and high-priority roads based on data and analysis.

Information for the Committee

To ensure that County Council can make an informed decision regarding the future capital planning of asphalt surfaces, each road has been separated for this discussion, allowing Council to understand the challenges and options available to the County.

A simple condition reporting model has been used for the asphalt surface with the following rating guide.

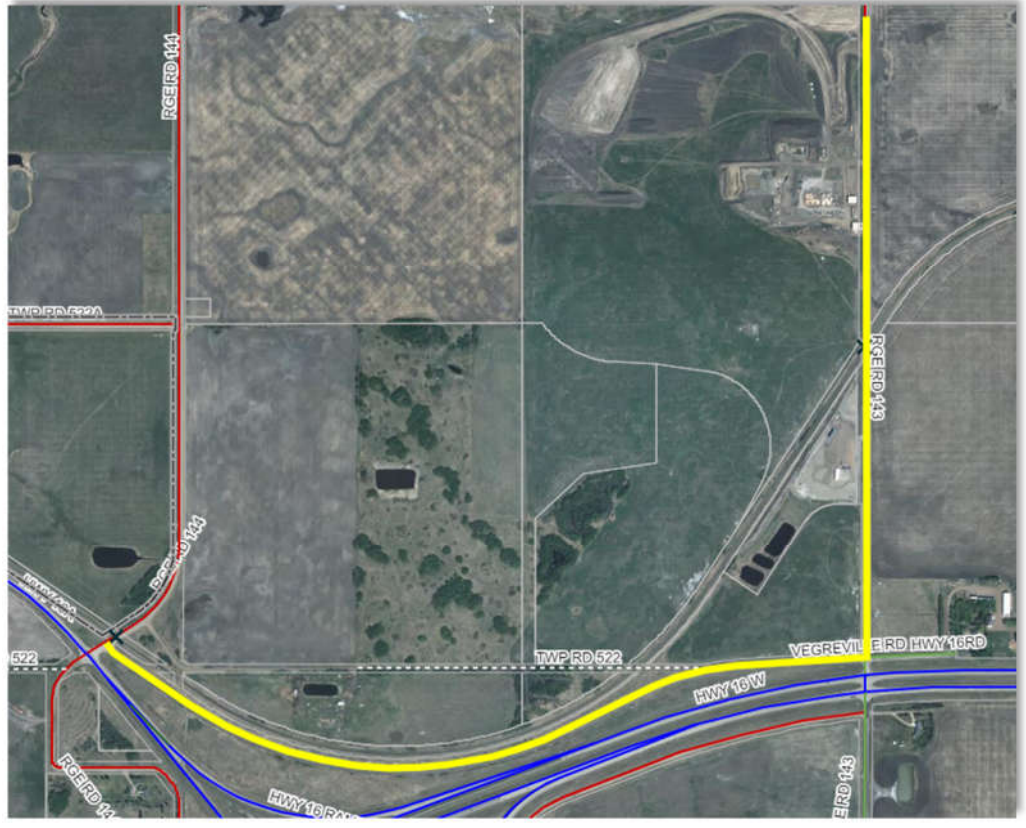
Simple Condition Rating Model	
Rank	Description of Condition
1	Very Good Condition Only normal maintenance required
2	Minor Defects Only Minor maintenance required (5%)
3	Maintenance Required to Return to Accepted Level of Service Significant maintenance required (10-20%)
4	Requires Renewal Significant renewal/upgrade required (20-40%)
5	Asset Unserviceable Over 50% of asset requires replacement

Twp 524 – Div. 7 (West of Hwy 857) (Condition 4)



- Length: 1.9 km
 - Two areas of base failure are noted with cracking for the length of the road
- Impact: 5 Commercial, 3 residential
- Renewal Estimates:
 - Overlay: \$2.6 million
 - Chip seal: \$570,000
- Options:
 - Twp. Rd 524 supports significant traffic, it is therefore recommended that a graded aggregate sealcoat be considered for the 2024 capital budget cycle. Approximate cost \$ 500,000.

Vegreville Road – Div 6 (Condition 4)



- Length: 1.93 km - Hwy 16A east towards Rge. Rd 143
 - Significant cracking, and road failure throughout the length of the roadway.
- Impact: 1 resident, GrainsConnect traffic
- STIP:
 - Two previous STIP applications have been submitted and both rejected under the Local Municipal Initiatives stream.
 - These applications have been supported by GrainsConnect with a 50/25/25 percentage split.
 - The STIP Applications included paving Rge. Rd 143 heading north for an additional 1.5 km.

- Options:
 - STIP (Local Municipal Initiatives) Application for 2024 for the Vegreville road and Rge. Rd 143 with GrainsConnect Support. Total approximate cost: \$ 2,300,000 of which \$575,000.00 would be the County's portion.
 - STIP (Local Municipal Initiatives) Application for the Vegreville Road, with GrainsConnect Support. Total Cost \$1,200,000.
 - Paving of Vegreville Road at the County's expense: \$1,200,000.
 - Reclaiming Vegreville Road with a shoulder pull using County Construction crews as a future Div. 6 Construction project. GraveLock could be incorporated to accommodate heavy traffic.

- Questions for the Committee:
 - Which option would the committee prefer as a future consideration for the Vegreville Road?

- Recommendation:
 - That another STIP application be submitted for the entire project (Vegreville Road and Rge. Rd 143) with GrainsConnect Support. \$ 575,000 cost to the County.

Range Road 150. Div. 6 (Condition 2)



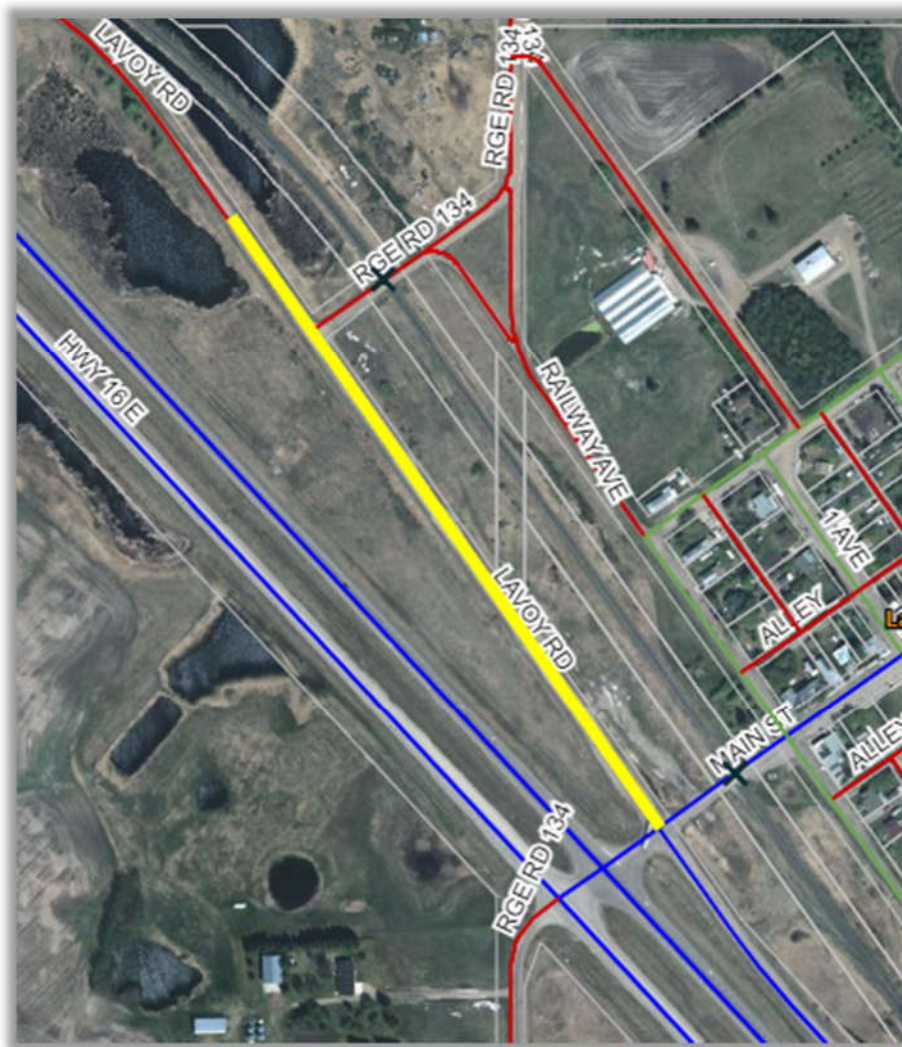
- Length: 0.68 km
- Impact: 2 residents
- Renewal Estimate:
 - Overlay: \$ 950,000
 - Chip Seal: \$ 210,000
- Observation:
 - Minor maintenance required to ensure the roadway remains in good condition.
- Recommendation:
 - Recommended that crack sealing be performed annually starting with the 2024 budget cycle.

Range Road 145. Div. 6 (Condition 2)



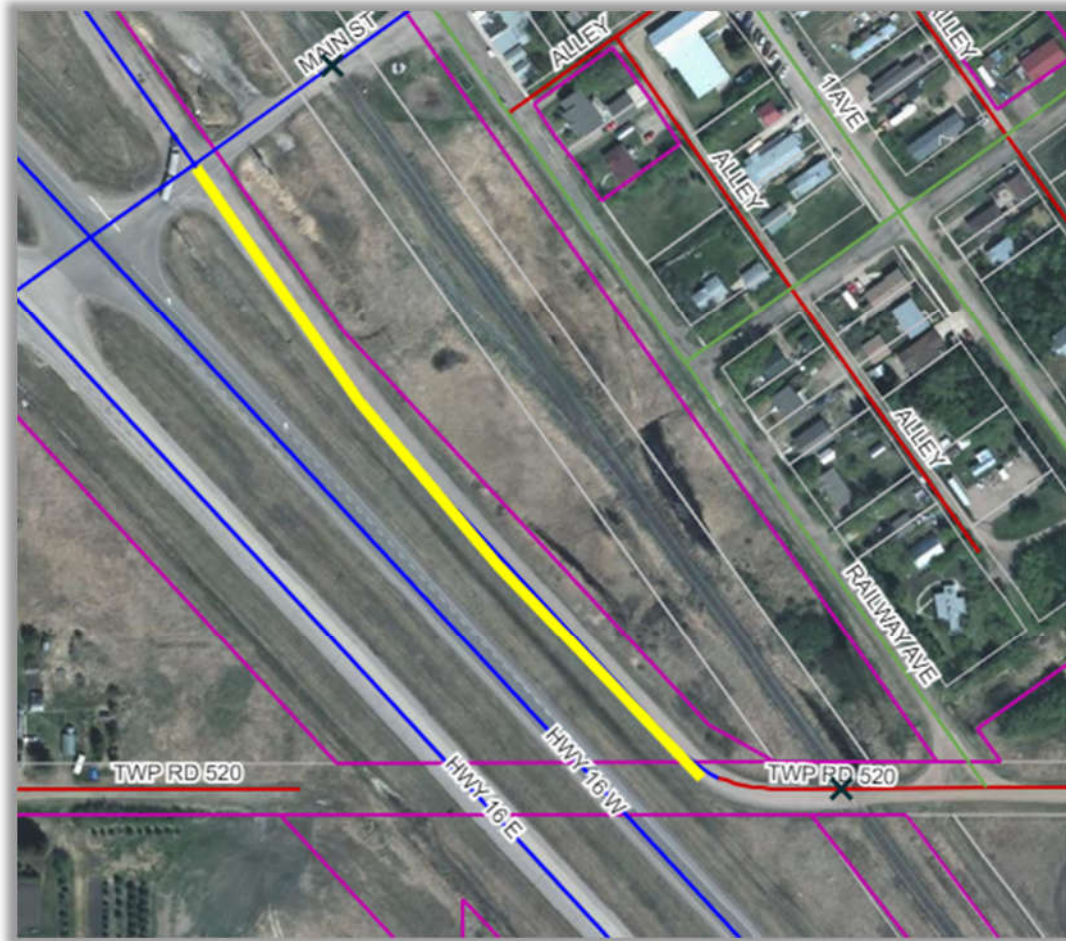
- Length: 0.80 km
- Impact: 1 Resident
- Renewal Estimate:
 - Overlay: \$ 1,100,00
 - Chip Seal: \$ 240,000
- Observation: Maintenance required to ensure the roadway remains in good condition
- Recommendation:
 - Recommended that crack sealing be performed annually starting with the 2024 budget cycle.

Lavoy Road West Div. 5 (Condition 4/5)



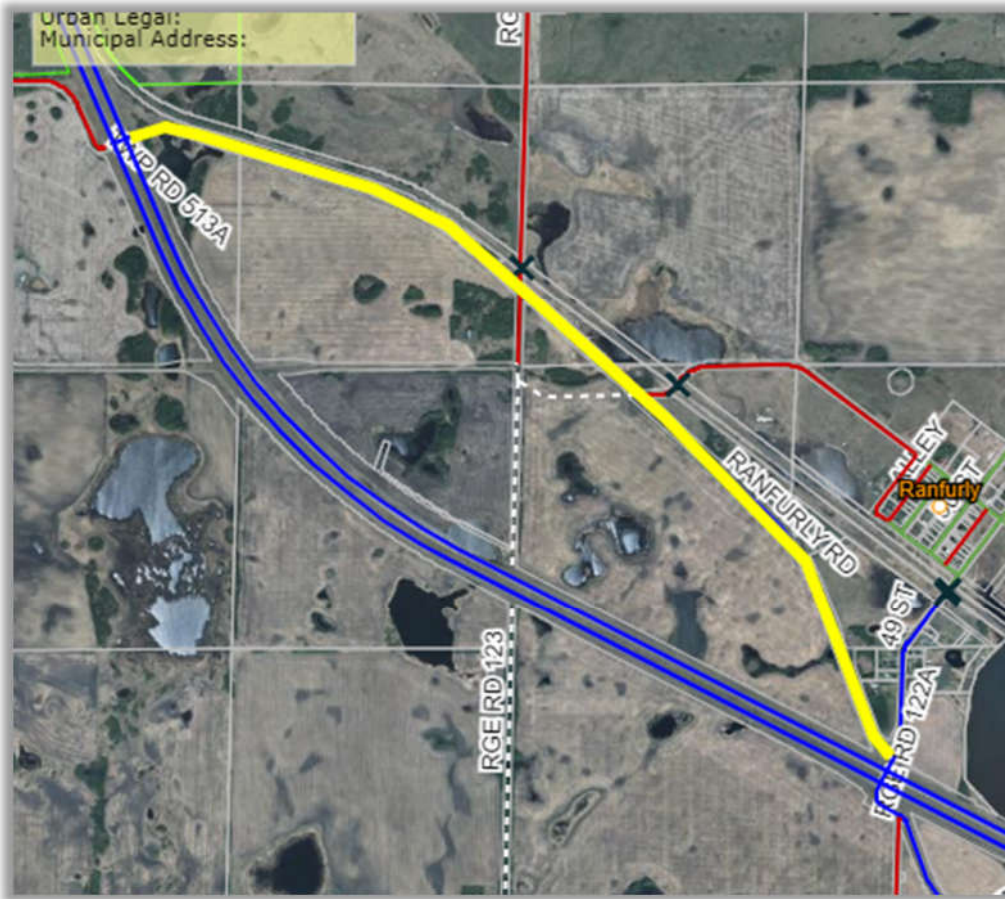
- Length: 0.53 km
- Impact: None
- Renewal Estimate:
 - Overlay: \$ 750,000
 - Chip Seal: \$ 160,000
- Observation: Lavoy Road west is showing significant failure and will require complete renewal.
- Recommendation:
 - That Lavoy Road eventually be reclaimed to gravel.
 - Patching to continue as needed to ensure traffic safety.

Lavoy Road East Div. 5 (Condition 3)



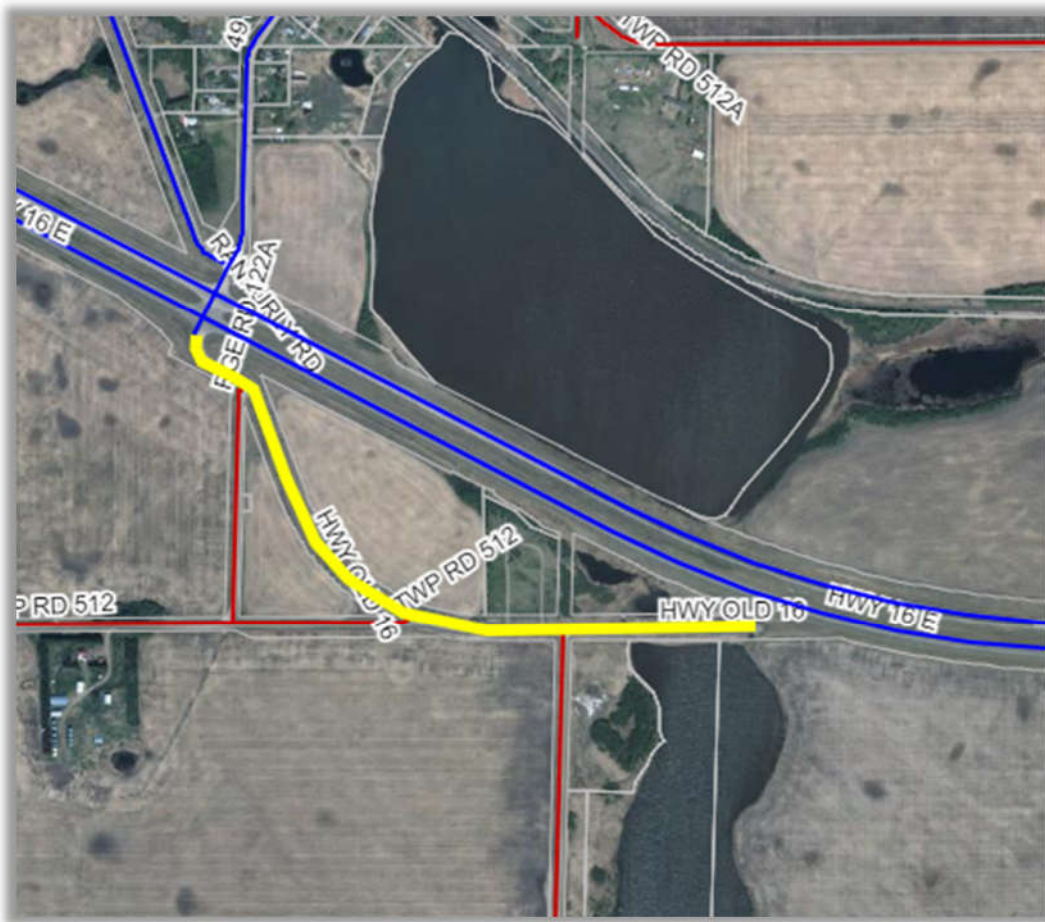
- Length: 0.36 km
- Impact: None
- Renewal Estimates:
 - Overlay: \$ 504,000
 - Chip Seal: \$ 110,000
- Observation: Lavoy Road east is in reasonable condition and only requires minor maintenance.
- Recommendation:
 - That crack sealing be performed annually starting with the 2024 budget cycle.

Ranfurly Road Div. 5 (Condition 4/5)



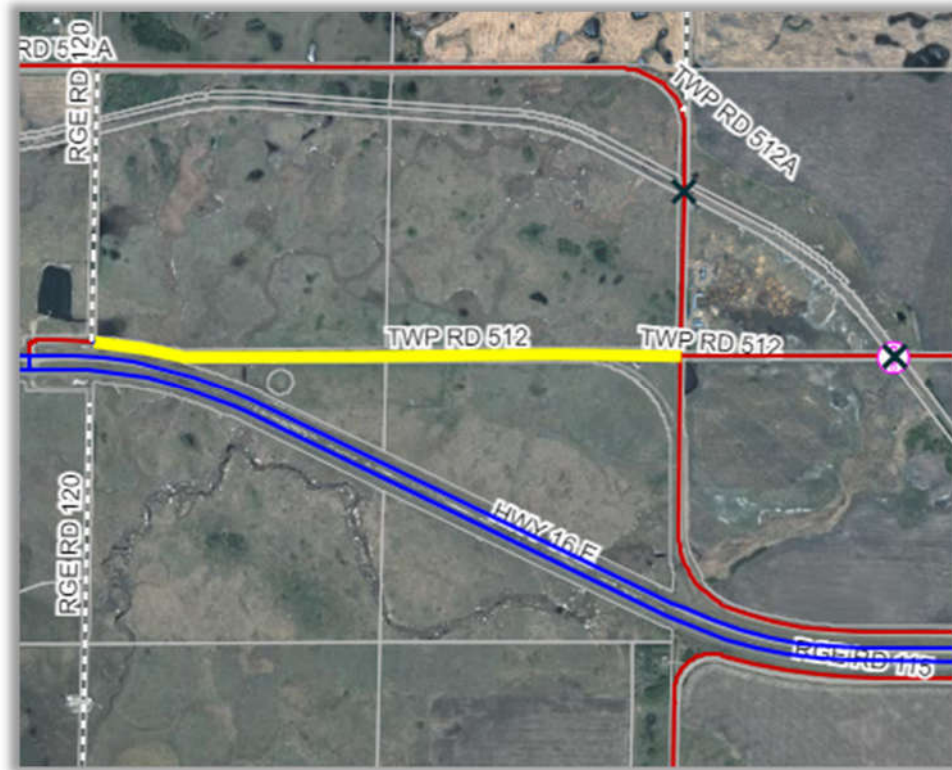
- Length: 2.98 km
- Impact: 1 Resident
- Renewal Estimates:
 - Overlay: \$ 4,000,000
 - Chip Seal: \$ 900,000
- Observations: Ranfurly road pavement is deteriorated significantly. There are extensive potholes and cracks, and base failure in places.
- Recommendation:
 - That traffic counts be completed with the information provided to Council for decision at a future meeting in 2024.

Old Highway 16 Div. 5 (South of Ranfurly to cemetery)
(Condition 4)



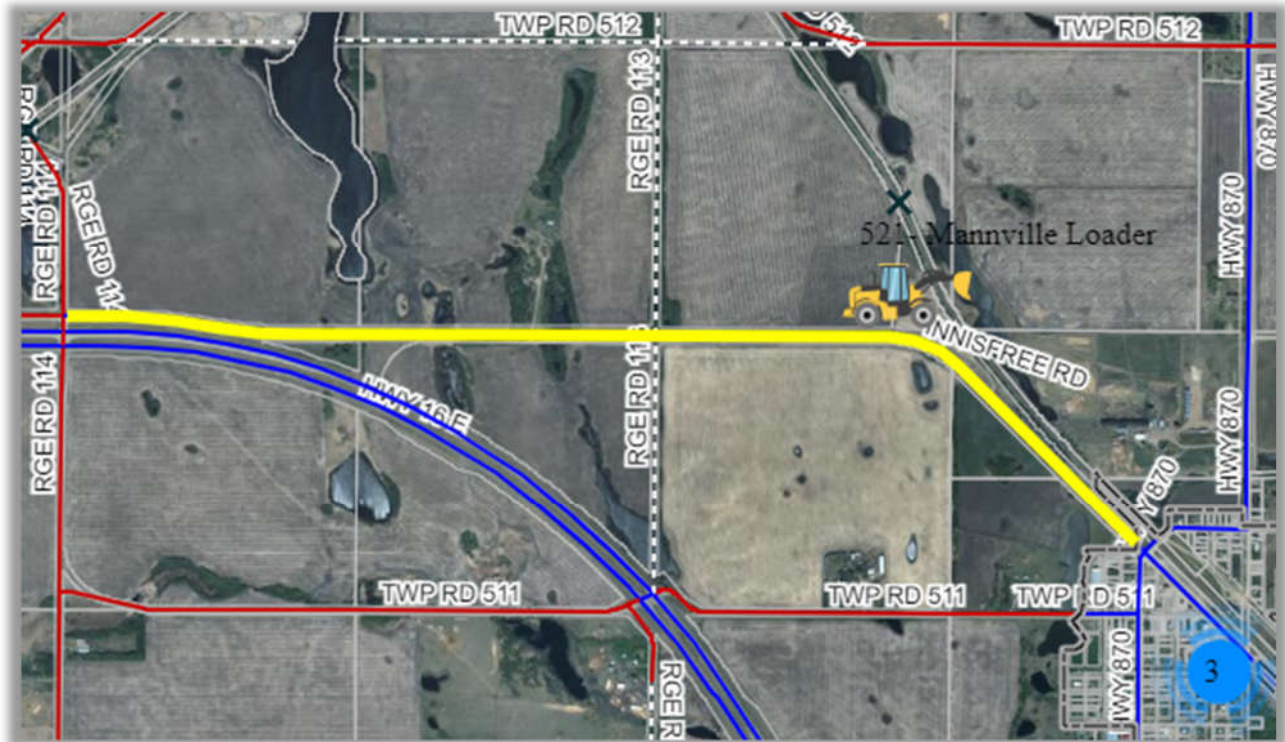
- Length: 1.05 km
- Impact: None
- Renewal Estimates:
 - Overlay: \$ 1,400,000
 - Chip Seal: \$ 315,000
- Observations: The old Hwy 16 to the Ranfurly Cemetery has deteriorated significantly, with cracking and base failure.
- Recommendation:
 - That the old Hwy 16 to Ranfurly Cemetery eventually be reclaimed to gravel. Patching to continue as needed to ensure traffic safety.

Twp 512 between Rge. Rd 120 and Rge. Rd 115 (Condition 4)



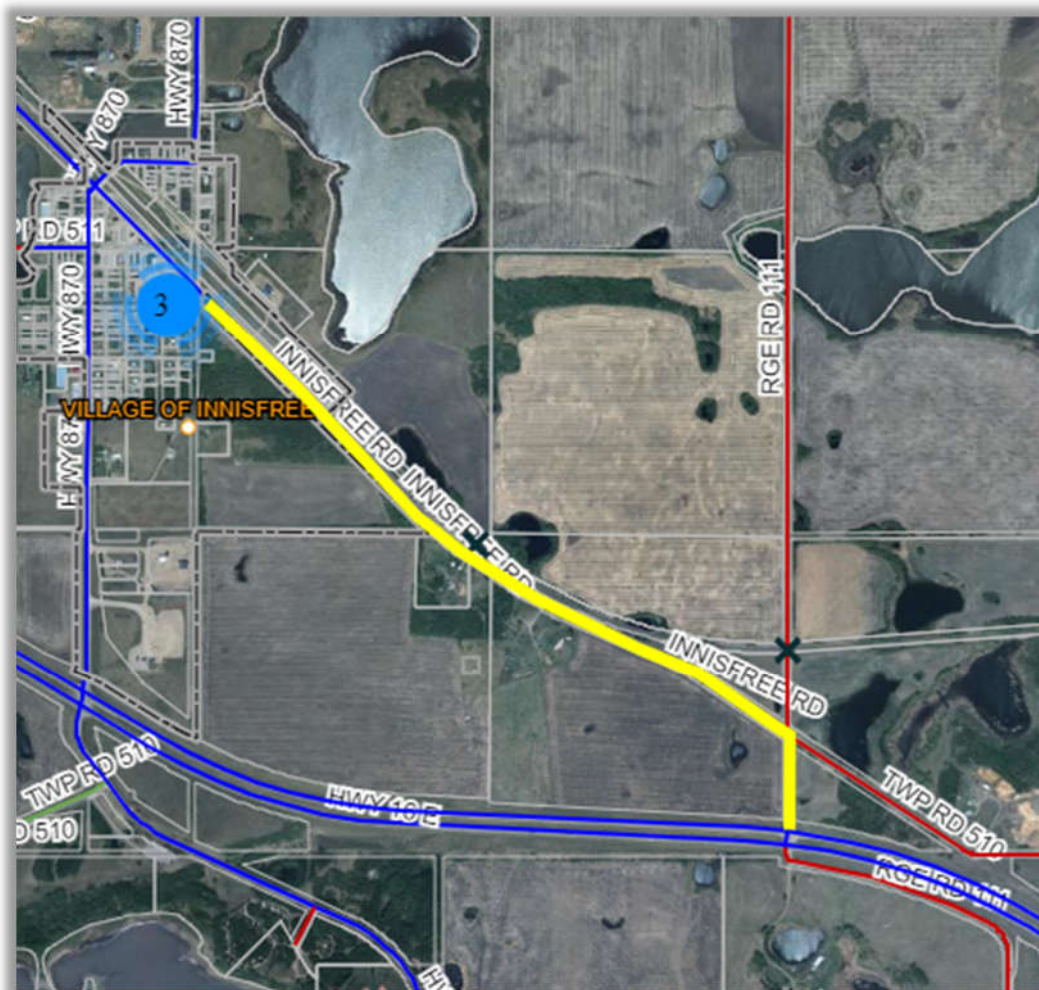
- Length: 1.43 km
- Impact: None
- Renewal Estimates:
 - Overlay: \$ 2,000,000
 - Chip Seal: \$ 430,000
- Observations: Twp. Rd 512 is an isolated paved road that is showing signs of deterioration and cracking.
- Recommendation:
 - That Twp. Rd 512 eventually be reclaimed to gravel. Patching to continue as needed to ensure traffic safety.

Innisfree Road West (Condition 3)



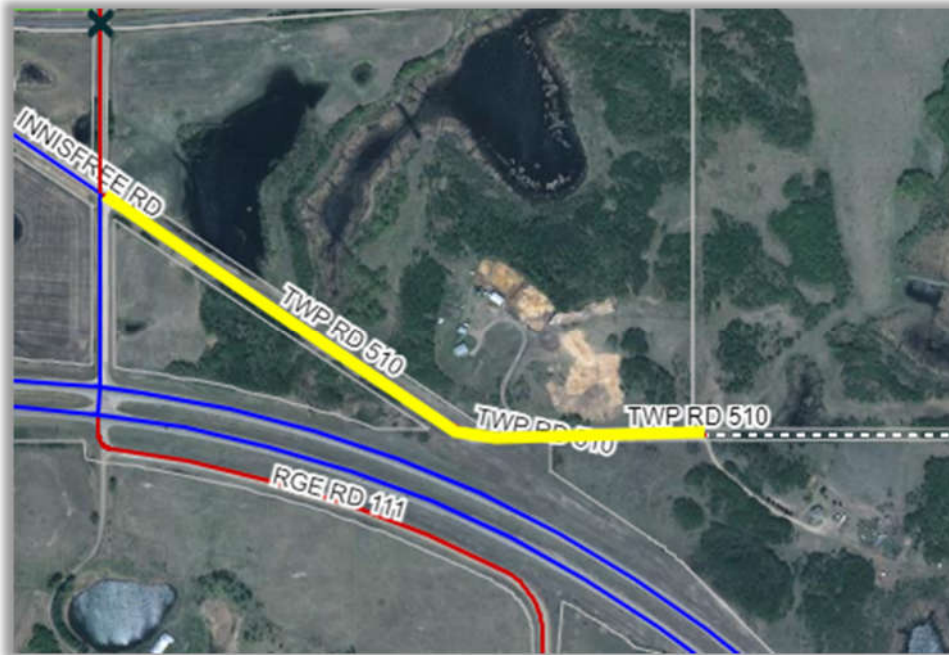
- Length: 3.29 km
- Impact: 1 Resident
- Renewal Estimates:
 - Overlay: \$ 4,600,000
 - Chip Seal: \$ 990,000
- Observations: Innisfree road west had a slurry seal surface treatment in 2022. Cracking is still apparent and will need treatment to ensure longevity.
- Recommendation:
 - That crack sealing be performed annually in the 2024 budget cycle.
 - That traffic counts be completed in 2024.
 - That Council considers a renewal by 2027 to ensure the longevity of the roadway.

Innisfree Road East (Condition 2)



- Length: 2.09 km
- Impact: 2 Residents
- Renewal Estimates:
 - Overlay: \$ 2,900,000
 - Chip Seal: \$ 600,000
- Observations: Innisfree East Road has been renewed with a graded aggregate seal coat in 2023. The theoretical lifespan is 10 years.
- Recommendation:
 - Crack sealing should be performed annually starting with the 2024 budget cycle.
 - Traffic counts to be completed in 2024.
 - Renewal should be considered by Council in 10 years.

Innisfree Road (Twp 510 east of Rge. Rd 111) (Condition 4)



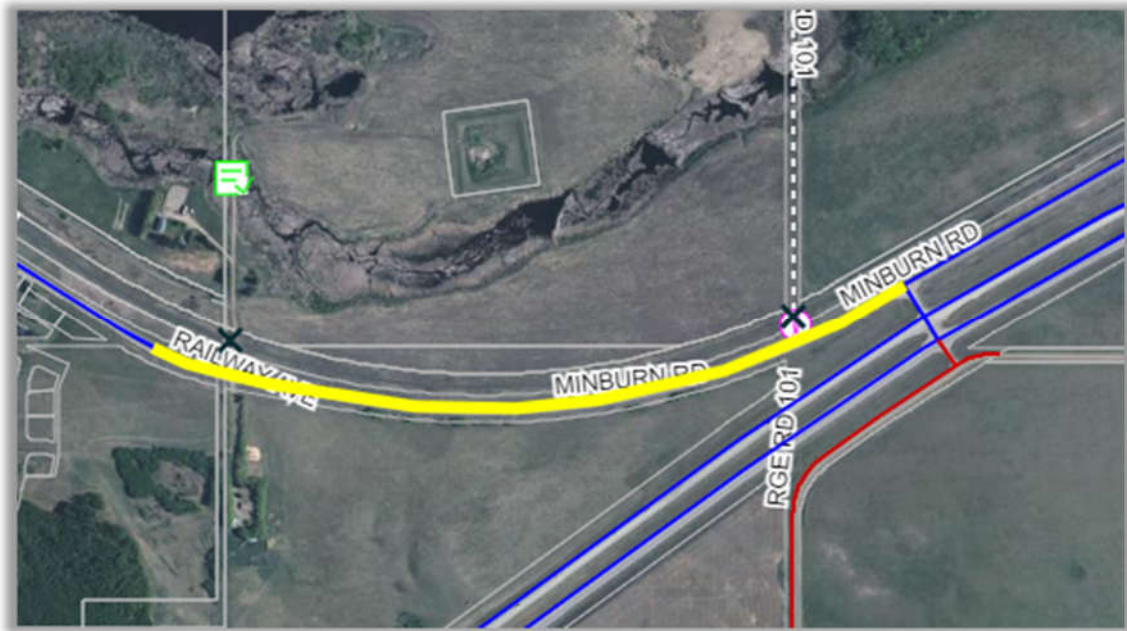
- Length: 0.95 km
- Impact: 1 Resident
- Renewal Estimates:
 - Overlay: \$ 1,300,000
 - Chip Seal: \$ 285,000
- Observations: Twp. Rd 510 east of Rge. Rd 111 is in poor condition with significant cracking.
- Recommendation:
 - That Twp. Rd 510 east of Rge. Rd 111 eventually be reclaimed to gravel. Patching to continue as needed to ensure traffic safety.

Minburn Road West (Condition 4)



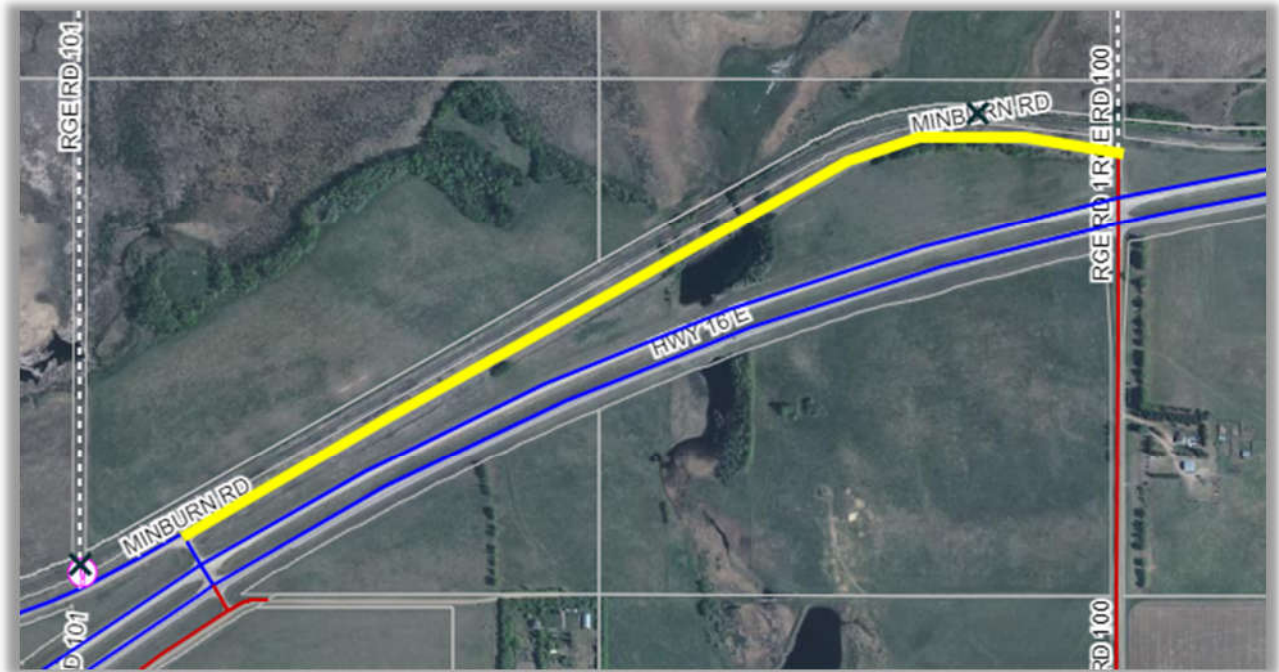
- Length: 3.36 km
- Impact: 4 Residents
- Renewal Estimates:
 - Overlay: \$ 4,700,000
 - Chip Seal: \$ 1,000,000
- Observations: Minburn Road west is in poor condition with significant cracking and deterioration.
- Recommendation:
 - That traffic counts be completed in 2024.

Minburn Road East (Condition 4)



- Length: 1.1 km
- Impact: 2 Residents
- Renewal Estimates:
 - Overlay: \$ 1,540,000
 - Chip Seal: \$ 330,000
- Observations: Minburn Road west is in poor condition with significant cracking and deterioration.
- Recommendation:
 - That traffic counts be completed in 2024.

Minburn Road (east of Rge. Rd 101) (Condition 4)



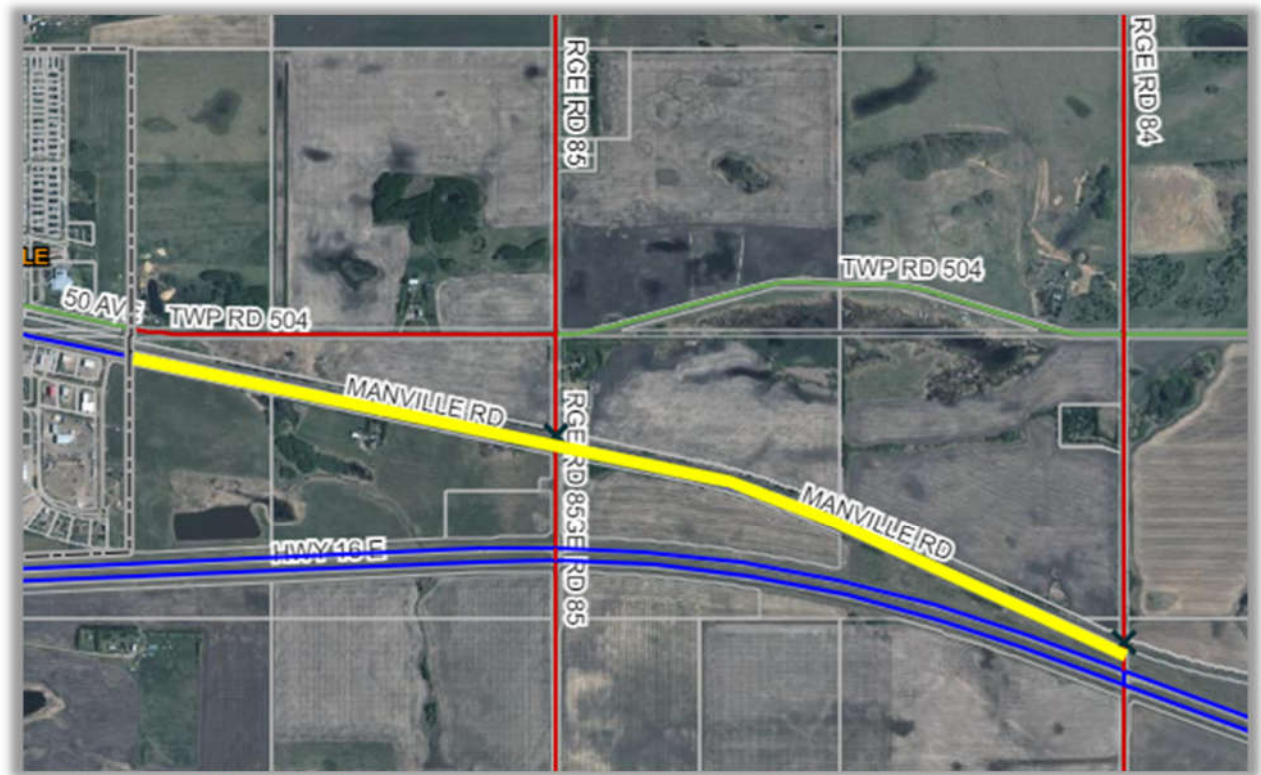
- Length: 1.62 km
- Impact: 0 Resident
- Renewal Estimates:
 - Overlay: \$ 2,200,000
 - Chip Seal: \$ 486,000
- Observations: Minburn road east of Rge. Rd 101 is in poor condition with significant cracking and deterioration.
- Recommendation:
 - That Minburn Road east of Rge. Rd 101 eventually be reclaimed to gravel. Patching to continue as needed to ensure traffic safety.

Mannville Road West (Condition 3/4)



- Length: 6.13 km
- Impact: 3 Residents
- Renewal Estimates:
 - Overlay: \$ 8,500,000
 - Chip Seal: \$ 1,800,000
- Observations: Minburn Road west has significant cracking and some deterioration.
- Recommendation:
 - Traffic Counts to be completed in 2024.

Mannville Road East (Condition 3/4)



- Length: 2.98 km
- Impact: 1 Resident
- Renewal Estimates:
 - Overlay: \$ 4,100,000
 - Chip Seal: \$ 894,000
- Observations: Minburn Road east has significant cracking and some deterioration.
- Recommendation: Traffic Counts to be completed in 2024.

		Summary			
Location	Div.	Condition Rating	Network Value (Overlay Cost)	Recommendation	Year
Twp 524	7	4	\$2.6 Million	Chip Seal	2024
Innisfree West	2	4	\$4.6 Million	Chip Seal Crack Sealing	2027 2024
Innisfree East	2	2	\$2.9 Million	Chip Seal Crack Sealing	2033 2024
Vegreville Rd, RR143	6/4	4	\$2.2 Million	STIP Application	2024
Rge Rd 150	6	2	\$0.95 Million	Crack Sealing	2024
Rge. Rd 145	7	2	\$1.1 Million	Crack Sealing	2024
Lavoy Road West	5	4/5	\$0.75 Million	Patching if needed. Reclaim eventually	TBD
Lavoy Road East	5	3	\$0.5 Million	Patching if needed. Reclaim eventually	TDB
Old Hwy 16 (Ranfurly)	5	4	\$1.4 Million	Patching if needed. Reclaim eventually.	TBD
Twp 512	2	4	\$2 Million	Patching if needed. Reclaim eventually.	TBD
Innisfree Rd (west of RR111)	2	3	\$1.3 Million	Patching if needed. Reclaim eventually.	TBD
Minburn Rd	1	4	\$2.2 Million	Patching if needed. Reclaim eventually.	TBD
Ranfurly Rd West	5	4/5	\$4 Million	Patching if needed. Traffic Counts	2024
Minburn West	2	4	\$4.7 Million	Patching if needed. Traffic Counts	2024
Minburn East	1	4	\$1.5 Million	Patching if needed. Traffic Counts	2024
Mannville West	1	3/4	\$8.5 Million	Patching if needed. Traffic Counts	2024
Mannville East	1	3/4	\$4.1 Million	Patching if needed. Traffic Counts	2024

Recommendation

THAT the Committee of the Whole accepts this report as information that the recommendations be brought to future budget discussions as a decision paper.



COMMITTEE OF THE WHOLE DISCUSSION PAPER

Topic: Draft Donations to Community Organizations, Programs, Events and Activities Policy

Date: October 11, 2023

Background

The County of Minburn does not currently have a written policy that addresses donations to community groups. Currently there are three historical County practices in place:

1. Operating funds provided to community groups such as golf courses, community halls and agriculture societies that was previously tied to MSI operating funding.
2. Recreation funding provided to Agricultural Societies/Town of Vegreville that closely mirrors the funding received from property taxation via the recreation tax rate.
3. All other requests for funding are taken to Council on an individual basis via the RFD process with no specific budget earmarked for the provision of promotional items, cash donations or in-kind services.

In an effort to standardize the requests related to #3, Administration previously brought forward to Council a draft policy in January 2023. The intent of the policy was primarily to establish a consistent process, reduce the time lag between the request and the approval and to remove some of the red tape that was historically associated with low dollar value items coming to Council. Despite the good intentions, the draft policy was met with some resistance especially with respect to communication with area Councillors regarding actual requests.

Information for the Committee

Now that some time has lapsed and there has been more discussion related to promotional items and Administration has had time to research a number of similar policies from other municipalities, it was determined that it made sense to bring back to a Committee of the Whole meeting with some new considerations so as to foster a debate with Council regarding the palatability of such policy in the community and the reasoning for their reluctance to provide the CAO with additional flexibility to become more responsive to community needs.

Recommendation

THAT Council engage in a discussion regarding their expectations of providing donations and promotional items to community groups in order to provide further direction to Administration so that the draft policy could be amended to align with Council priorities and subsequently approved at a future Council meeting.

Attachment:

DRAFT – Donations to Community Organizations, Programs, Events and Activities Policy.



Policy

Donations to Community Organizations, Programs, Events and Activities

Policy Number: AD 1019-01

Supersedes Policy Number: N/A

Approved by Council: TBD

Next Review Date: TBD

Resolution No: TBD

Last Review Date: TBD

POLICY STATEMENT

The County of Minburn No. 27 (hereinafter referred to as the "County") appreciates the positive contributions that community organizations make to enhance the quality of life in the County and recognizes that municipal government support may be required to help further the goals of community programs, organizations, events and activities.

PURPOSE

1. To establish consistent guidelines for Council to donate financial resources or provide in-kind support to community programs, organizations, events and activities.
2. To provide the authority to the Chief Administrative Officer (CAO) with support from the area Councillor(s) regarding requests for in-kind donations up to a value of \$1,000.
3. To provide the authority to the Chief Administrative Officer as well as to Council for the provision of promotional items up to a value of \$100 to community groups for local fundraising initiatives and events that the County is directly involved in.
4. To provide clear procedures for Administration and Council when responding to requests for donations.

GENERAL PRINCIPLES AND GUIDELINES

1. Eligibility

- a. Consideration of providing support to community programs, organizations, events and activities through donations shall be limited to those that demonstrate any of the following:

- (i) a need for financial support or specific in-kind donation from the County;
 - (ii) a provision of enjoyment and a benefit to the general public;
 - (iii) for local fundraising initiatives that are broadly accepted to be worthwhile by the general public;
 - (iv) for events and activities where the County of Minburn is a sponsor and/or has Council or County employees participating;
 - (v) are hosted on a yearly basis or recognize significant milestone events; and/or
 - (vi) take place within the County boundaries and is intended to include the Town of Vegreville and the Villages of Innisfree and Mannville.
- b. The following are not eligible for support under this policy:
- (i) private functions;
 - (ii) capital facilities and equipment;
 - (iii) youth and adult sports teams and associated programs/events, activities and school reunions;
 - (iv) programs, organizations, events and activities that receive support from the County through other programs or policies;
 - (v) major County and inter-municipal events.

2. Donations

- a. Donations may be cash or in-kind donations.
- b. In-kind are non-financial donations that do not involve a direct cash contribution but instead might include providing municipal services or other materials or supplies.
- c. Promotional items include a variety of purchased merchandise specifically branded with the County of Minburn name and/or logo.

3. Criteria

- a. In evaluating each application, decisions will be based on merit with consideration being given to the following:
 - (i) evidence for the need;
 - (ii) number of local residents served;
 - (iii) quality of management (established track record, proposal well thought out, etc.);
 - (iv) number of local volunteers;
 - (v) mitigation of barriers to services for people with mental and physical disabilities and minority groups;
 - (vi) level of involvement with other community partners; and
 - (vii) agreement to acknowledge the County's contribution in all publicity related events or activities relating to the activity.

4. Funding Allotment and Allocation

- a. The County shall support this policy through an annual budget allotment to establish the amount of cash or goods and services in-kind that the County is able to donate.
- b. Any donations requests exceeding the budget and/or policy limits and subsequently approved by Council are to be allocated from unrestricted surplus funds.
- c. In-kind donations are subject to operational constraints related to the provision of core municipal services.

5. Grant Applications

- a. All donation requests must be submitted by way of a grant application containing the following information and requirements:
 - (i) name, address and contact information for the organization;
 - (ii) the amount of financial support being requested;
 - (iii) a description of the program, event or activity and associated dates and timelines;
 - (iv) a budget identifying the proposed revenue and expenditure pertinent to the request;
 - (v) an explanation of how the County's support will be recognized during the program, event or activity;
 - (vi) completed application forms must be submitted to the County. If the application is not properly filled-out, the grant application will not be considered; and
 - (vii) must be received at least 30 days before the date of the need for support.
- b. Requests for promotional materials under a \$100 may exclude items (ii), (iv), (vi) and (vii) from the listing in section 5a.
- c. County Council shall be the deciding authority on all applications, except for in-kind donation requests of up to \$1,000 and the provision of promotional items up to a value of \$100.
- d. In-kind donations of \$1,000 or less can be approved by the CAO provided that the request is supported in writing by at least one area Councillor.
- e. Promotional items under \$100 can be approved by the CAO and/or individual members of Council.

6. Accountability of Funds

- a. Applicants who are provided with financial support pursuant to this policy shall be accountable for the expenditures of funds provided.
- b. The entire amount of financial support provided must be used exclusively for the program, organizations, event or activity identified in the application.

- c. The community programs, activities and events must be conducted within six months of the date the donation is approved.
- d. If the community programs, activities or events do not occur within the allotted time, a written letter of request for an extension must be submitted. If an extension is not received, or if an extension is not granted, the community organization or group shall return all the funds provided by the County.
- e. The County's support must be recognized during the program, event or activity in the manner described in the application.
- f. Organizations, programs, events and activities receiving support pursuant to this policy must be conducted in accordance with all applicable laws, statutes, and regulations.

7. Communication

- a. Applicants shall be notified in writing once a final decision on their application has been made.
- b. The CAO will report to Council of any CAO approved/Councillor endorsed in-kind donation requests at a Council meeting subsequent to the decision be made.
- c. Administration will report to Council on an annual basis on the listing of donations and promotional items that were donated under this policy.
- d. Administration will communicate in summary form the community support provided under this policy through communication channels deemed appropriate by Administration.



**COMMITTEE OF THE WHOLE
DIVISION REPORT**

Name: _____

Division: _____

For Presentation at _____ **Committee of the Whole Meeting**

From Date: _____

To Date: _____

Resident Comments:



**COMMITTEE OF THE WHOLE
DIVISION REPORT**

Name: _____

Division: _____

For Presentation at _____ **Committee of the Whole Meeting**

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DIVISION REPORT**

Name: _____

Division: _____

For Presentation at _____ **Committee of the Whole Meeting**

From Date: _____

To Date: _____

Resident Comments:

Request #	Councillor Name	Request Title	Request	Responding Dept	Response	Response Date	Status
CR21	Councillor Anderson	RCMP Town Hall	To work with the RCMP detachments to set up town halls to specifically talk about property crime and ways rural residents can protect themselves	Protective Services			In progress
CR23	Councillor Anderson	CN Mill Rate	Why did the millrate drop from 10% to 5%?	Corporate Services	Municipal Affairs Assessment Services is looking into it		In progress
CR25	Council	Voyent Alert	Look into the alerting app that County of Vermilion River has for emergency management as referred to by Vermilion detachment	Protective Services	Awaiting response from Voyent Alert for Demo or presentation	11-Oct	Completed
CR26	Councillor Ogrodnick	Costing for Imperial Road	Would like to see a breakdown of the costs for oil maintenance on Imperial Road	Operations	Norm provided the costing	14-Sep	Completed
CR27	Council	Protective Services BBQ	Information of the BBQ for Fire Service to celebrate Retirements	Protective Services	Mike provided information	15-Sep	Completed
CR28	Deputy Reeve Kuzio	Pack of dogs in rural area	Resident concerned that a pack of dogs moving about in rural area may become a danger to domestic animals	Office of the CAO	CAO called RCMP, RCMP responded by visiting owner of some of the dogs and told tehnm to keep dogs in yard	26-Sep	Completed
CR29	Deputy Reeve Kuzio	Grants for 4-H to purchase panels	Looking into non-government grants for youth organizations	Office of the CAO			In progress
CR30	Deputy Reeve Kuzio	Solar Crosswalk lights in Ininisfree	Resident concerned about the speed past the school and millenium building in Innisfree and would County write a letter to Village supporting the installation	Office of the CAO			In progress
CR31	Councillor Nafziger	CN starting fires with their grinding	Resident reported that fires were being started along the tracks by CN with their grinding maintenance activities.	Protective Services	Mike called CN to discuss, they were following appropriate safety procedures	28-Sep	Completed