



MUNICIPAL DISTRICT OF GREENVIEW No. 16

REGULAR AGRICULTURAL SERVICE BOARD MEETING AGENDA

Wednesday, February 23, 2022

9:30 AM

Council Chambers
Administration Building

#1	CALL TO ORDER	
#2	ADOPTION OF AGENDA	
#3	MINUTES	
	3.1 Regular Agricultural Service Board Meeting minutes held Wednesday, February 10, 2022 to be adopted.	3
	3.2 Business Arising from the Minutes	
	3.3 Action Items	8
#4	DELEGATION	
#5	BUSINESS	
	5.1 December 13, 2021 Meeting Minutes Change	10
	5.2 Satellite Rental Agent Contracts	12
	5.3 Notice Issuance 12-5057	32
	5.4 Notice Issuance 12-3297	34
	5.5 Notice Issuance 12-3032	36
	5.6 2022 Agricultural Grants Requests	38
	5.7 Farmers Advocate Office Publication	41
	5.8 2021 Agricultural Service Board Annual Report	99
	5.9 Manager's Report	109

#6	MEMBERS REPORTS	<ul style="list-style-type: none"> • Chair Warren Wohlgemuth • Vice Chair Shelley Morrison • Deputy Reeve Bill Smith • Councillor Dave Berry • Member Richard Brochu • Member Larry Smith • Member Mark Pellerin 	
#7	CORRESPONDENCE	<ul style="list-style-type: none"> • Alberta Farm Animal Care Letter 2021 / 2022 Activities • Alberta Farm Animal Care Invoice • Alberta Precipitation Accumulations Related to Long Term Normal November 1, 2021 - February 3, 2022 • Alberta Precipitation to Date November 1, 2021 – February 3, 2022 • Letter from Cypress County to Minister of Environment Re Synthetic Fertilizer Emissions 	111
#8	CLOSED SESSION	8.1 Disclosure Harmful to Business Interests of a Third Party (Section 16, FOIP)	
#9	ADJOURNMENT		

Minutes of a
REGULAR AGRICULTURAL SERVICE BOARD
MUNICIPAL DISTRICT OF GREENVIEW NO. 16
 Greenview Administration Building,
 Valleyview, Alberta, on Thursday, February 10, 2022

#1
CALL TO ORDER Chair Warren Wohlgemuth called the meeting to order at 9:37 a.m.

PRESENT

A.S.B. Member - Chair	Warren Wohlgemuth
A.S.B. Member – Vice Chair	Shelley Morrison
A.S.B. Member – Councillor	Dave Berry
A.S.B. Member	Larry Smith
A.S.B. Member	Richard Brochu

ATTENDING

Manager, Agriculture Services	Sheila Kaus
Agriculture Supervisor (Recording Secretary)	Kristin King
Director of Community Services	Michelle Honeyman
Beautification Coordinator	Jessica McCormick
Manager, Communications & Marketing	Stacey Sevilla
Reeve	Tyler Olsen

ABSENT

A.S.B. Member – Deputy Reeve	Bill Smith
A.S.B. Member	Mark Pellerin

#2
AGENDA MOTION: 22.02.01. Moved by: VICE CHAIR SHELLEY MORRISON
 That the Agricultural Service Board adopt the February 10, 2022, Regular Agricultural Service Board Meeting Agenda with the following additions;
 - 3.4 2023 Provincial ASB Conference

CARRIED

#3.1
REGULAR
AGRICULTURAL
SERVICE BOARD
MEETING MINUTES MOTION: 22.02.02. Moved by: MEMBER RICHARD BROCHU
 That the Agricultural Service Board adopt the minutes of the Regular Agricultural Service Board Meeting held on Wednesday, December 13, 2021, with the following changes;

- Motion 137 & 138 moved by Bill Smith
- Deputy Reeve Bill Smith attended meeting via Zoom

CARRIED

#3.2
BUSINESS ARISING
FROM MINUTES **3.2 BUSINESS ARISING FROM MINUTES**

#3.3
ACTION ITEMS **3.3 ACTION ITEMS**

ACTION ITEMS MOTION: 22.02.03. Moved by: MEMBER RICHARD BROCHU
 That the Agricultural Service Board accept the Action Items, as presented.
 CARRIED

3.4 2023 PROVINCIAL ASB CONFERENCE

PROVINCIAL ASB CONFERENCE

MOTION: 22.02.04. Moved by: COUNCILLOR DAVE BERRY

That the Agricultural Service Board direct Administration to draft a resolution for the Peace Region to investigate a central location for the Provincial ASB Conference.

CARRIED

MOTION: 22.02.05. Moved by: VICE CHAIR SHELLEY MORRISON

That the Agricultural Service Board direct Administration to draft a presentation regarding a mix and mingle option for the 2023 Provincial ASB Conference with funding requirements and location options.

CARRIED

#4.0 DELEGATION

4.0 DELEGATIONS

There were no delegations present.

#5 BUSINESS

5.0 BUSINESS

5.1 COYOTE PREDATION POLICY

COYOTE PREDATION POLICY

MOTION: 22.02.06. Moved by: MEMBER RICHARD BROCHU

That the Agricultural Service Board recommend the Policy Review Committee approve the Coyote Predation Policy, with the following changes;

- Definitions – move 'Confined poultry' to end of definition listing
- Remove 4.2 term 'harassment'
- Add into 4.3, shooting as control option

CARRIED

5.2 ROADSIDE VEGETATION MANAGEMENT POLICY 6302

ROADSIDE VEGETATION MANAGEMENT POLICY 6302

MOTION: 22.02.07. Moved by: MEMBER LARRY SMITH

That the Agricultural Service Board recommend that the Policy Review Committee accept the amended Policy 6302 Roadside Vegetation Management, with the following changes;

- 4.1.D include; possible use of herbicide at the Manager, Agricultural Services discretion.

CARRIED

MOTION: 22.02.08. Moved by: MEMBER RICHARD BROCHU
That the Agricultural Service Board recommend Council rescind Policy 6302-01
Roadside Vegetation Management Procedure and Policy 6317 Spray Exemptions.
CARRIED

5.3 LANDSCAPE MATERIAL STORAGE CAPITAL PROJECT

BT 22002
LANDSCAPE
MATERIAL
STORAGE CAPITAL
PROJECT DEFERRAL

MOTION: 22.02.09. Moved by: MEMBER LARRY SMITH
That the Agricultural Service Board authorize Administration to defer the
Landscape Material Storage Capital Project until the 2023 calendar year.
CARRIED

Chair Warren Wohlgemuth recessed the meeting at 10:48 a.m.

Chair Warren Wohlgemuth reconvened the meeting at 11:00 a.m.

5.4 WEED INCENTIVE PROGRAM

WEED INCENTIVE
PROGRAM

MOTION: 22.02.10. Moved by: COUNCILLOR DAVE BERRY
That the Agricultural Service Board accept the revisions to the Buttercup/Burdock
Control Incentive Program with the following changes;
- Include 8.c - Notice provision from previous contract on current contract.
- Item 8 on contract, change from 'Tall Buttercup must be completed...' to
'Tall Buttercup should be completed...'
CARRIED

5.5 14' HEAVY DISC PURCHASE

HEAVY DISC
PURCHASE

MOTION: 22.02.11. Moved by: VICE CHAIR SHELLEY MORRISON
That the Agricultural Service Board recommend Council approve the purchase of
a Kello-Bilt 14' Heavy Disc from Agri-Terra, Edmonton, Alberta in the amount of
\$39,712.00 with funds to come from Agricultural Capital.
CARRIED

5.6 GRAIN VAC PURCHASE

GRAIN VAC
PURCHASE

MOTION: 22.02.12. Moved by: COUNCILLOR DAVE BERRY
That the Agricultural Service Board recommend Council approve the purchase of
an AGI VRX Grain Vac from Flaman, Edmonton, Alberta in the amount of
\$36,500.00, with \$35,000.00 from the Agricultural Capital Budget and \$1,500.00
additional funds to be added to the Budget.
CARRIED

5.7 FERTILIZER SPREADER PURCHASE

FERTILIZER SPREADER PURCHASE

MOTION: 22.02.13. Moved by: VICE CHAIR SHELLEY MORRISON

That the Agricultural Service Board recommend Council approve the purchase of a Salford Fertilizer Spreader from Flaman, Edmonton, Alberta in the amount of \$40,900.00, with \$35,000.00 to come from Agriculture Capital and \$5,900.00 additional funds to be added to the Budget.

CARRIED

5.9 MANAGER'S REPORT

MANAGER'S REPORT

MOTION: 22.02.14. Moved by: Reeve Tyler Olsen

That the Agricultural Service Board accept the Managers' report, as presented.

CARRIED

#6 MEMBERS' BUSINESS & REPORTS

6.0 MEMBERS' BUSINESS & REPORTS

ASB MEMBERS REPORTS

COUNCILLOR DAVE BERRY updated the Agriculture Service Board on his recent activities, which include;

- Council meeting
- ASB provincial Meeting

VICE CHAIR SHELLEY MORRISON updated the Agriculture Service Board on her recent activities, which include;

- No Report

CHAIR WARREN WOHLGEMUTH updated the Agriculture Service Board on his recent activities, which include;

- No Report

MEMBER RICHARD BROCHU updated the Agriculture Service Board on his recent activities, which include;

- No Report

MEMBER LARRY SMITH updated the Agriculture Service Board on his recent activities, which include;

- No Report

MEMBER MARK PELLERIN updated the Agriculture Service Board on his recent activities, which include;

- No Report

REEVE TYLER OLSEN updated the Agricultural Service Board on his recent activities, which include;

- No Report

**MEMBERS
BUSINESS AND
REPORTS**

MOTION: 22.02.15. Moved by: MEMBER RICHARD BROCHU
That the Agricultural Service Board accept the Members reports as information.
CARRIED

**#7
CORRESPONDENCE**

7.0 CORRESPONDENCE

**ASB
CORRESPONDENCE**

MOTION: 22.02.16. Moved by: VICE CHAIR SHELLEY MORRISON
That the Agricultural Service Board accept the correspondence as information.
CARRIED

**#8
ADJOURNMENT**

8.0 ADJOURNMENT

**ASB
ADJOURNMENT**

MOTION: 22.02.17. Moved by: VICE CHAIR SHELLEY MORRISON
That this Agricultural Service Board meeting adjourn at 12:05 p.m.
CARRIED

MANAGER, AGRICULTURE SERVICES

ASB CHAIR

3.3 Action Items - Agricultural Service Board Motions

No.	Motion	Assigned to	Status
MOTION: 21.06.66 June 23, 2021	Moved by: MEMBER MARK PELLERIN that the Agricultural Service Board direct administration to produce a document assisting interested producers with having commodity and livestock check off dollars returned to the producer.	Sheila Kaus, Agricultural Services Manager	In Progress
MOTION: 21.08.76 August 25, 2021	Moved by: MEMBER LARRY SMITH that the Agricultural Service Board authorize Administration to develop options to publicly highlight the past, present and future Greenview Farm Family Award recipients with the following revision: Change 1995 recipient to Larry & Donna Noullett	Communications and Agricultural Services	In Progress
MOTION: 21.10.112 October 27, 2021	Moved by: COUNCILLOR DAVE BERRY that the Agricultural Service Board recommend that Administration draft an agreement template that landowners can use to develop their own agreement pertaining to rental or access of their land.	Kristin King, Agricultural Services Supervisor	Complete- In Agenda Package
MOTION: 21.11.131 November 24, 2021	Moved by: MEMBER MARK PELLERIN that the Agricultural Service Board direct Administration to gather information on AgriStability accessibility issues and report back to the board.	Sheila Kaus. Agricultural Services Manager	In Progress
MOTION: 21.12.143 December 13, 2021	Moved by: VICE CHAIR SHELLEY MORRISON that the Agricultural Service Board recommend to Council to postpone the Agricultural Plastics Recycle capital purchase project for 2022 and to be considered for 2023.	Sheila Kaus. Agricultural Services Manager	2023
MOTION: 22.02.04 February 10, 2022	Moved by: COUNCILLOR DAVE BERRY that the Agricultural Service Board direct Administration to draft a resolution for the Peace Region to investigate a central location for the Provincial ASB Conference.	Sheila Kaus. Agricultural Services Manager	
MOTION: 22.02.05 February 10, 2022	Moved by: VICE CHAIR SHELLEY MORRISON that the Agricultural Service Board direct Administration to draft a presentation regarding a mix and mingle option for the 2023 Provincial ASB Conference with funding requirements and location options.	Sheila Kaus. Agricultural Services Manager	
MOTION: 22.02.06 February 10, 2022	Moved by: MEMBER RICHARD BROCHU that the Agricultural Service Board recommend the Policy Review Committee approve the Coyote Predation Policy, with the following changes; Definitions – move ‘Confined poultry’ to end of definition listing, Remove 4.2 term ‘harassment’, Add into 4.3, shooting as control option	Sheila Kaus. Agricultural Services Manager	Going to PRC March 9th
MOTION: 22.02.07 February 10, 2022	Moved by: MEMBER LARRY SMITH that the Agricultural Service Board recommend that the Policy Review Committee accept the amended Policy 6302 Roadside Vegetation Management, with the following changes; 4.1.D. include; possible use of herbicide at the Manager, Agricultural Service discretion	Sheila Kaus. Agricultural Services Manager	Going to PRC March 9th

MD of Greenview
February 23, 2022

3.3 Action Items - Agricultural Service Board Motions

MOTION: 22.02.08 February 10, 2022	Moved by: MEMBER RICHARD BROCHU that the Agricultural Service Board recommend Council rescind Policy 6302-01 Roadside Vegetation Management Procedure and Policy 6317 Spray Exemptions.	Sheila Kaus. Agricultural Services Manager	Going to PRC March 9th
MOTION: 22.02.10 February 10, 2022	Moved by: COUNCILLOR DAVE BERRY that the Agricultural Service Board accept the revisions to the Buttercup/Burdock Control Incentive Program with the following changes; Include Notice provision from previous contract on current contract, Item 8 on contract, change from 'Tall Buttercup must be completed...' to 'Tall Buttercup should be completed...'	Sheila Kaus. Agricultural Services Manager	Complete
MOTION: 22.02.11 February 10, 2022	Moved by: VICE CHAIR SHELLEY MORRISON that the Agricultural Service Board recommend Council approve the purchase of a Kello-Bilt 14' Heavy Disc from Agri-Terra, Edmonton, Alberta in the amount of \$39,712.00 with funds to come from Agricultural Capital.	Sheila Kaus. Agricultural Services Manager	Going to Council March 8th
MOTION: 22.02.12 February 10, 2022	Moved by: COUNCILLOR DAVE BERRY that the Agricultural Service Board recommend Council approve the purchase of an AGI VRX Grain Vac from Flaman, Edmonton, Alberta in the amount of \$36,500.00, with \$35,000.00 from the Agricultural Capital Budget and \$1,500.00 additional funds to be added to the Budget.	Sheila Kaus. Agricultural Services Manager	Going to Council March 8th
MOTION: 22.02.13 February 10, 2022	Moved by: VICE CHAIR SHELLEY MORRISON that the Agricultural Service Board recommend Council approve the purchase of a Salford Fertilizer Spreader from Flaman, Edmonton, Alberta in the amount of \$40,900.00, with \$35,000.00 to come from Agriculture Capital and \$5,900.00 additional funds to be added to the Budget.	Sheila Kaus. Agricultural Services Manager	Going to Council March 8th



REQUEST FOR DECISION

SUBJECT: **December 13, 2021 Meeting Minutes Change**
SUBMISSION TO: AGRICULTURAL SERVICES BOARD REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: February 23, 2022 CAO: MANAGER: SK
DEPARTMENT: AGRICULTURE GM: PRESENTER: SK
STRATEGIC PLAN: Level of Service LEG:

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That the Agricultural Service Board rescind motion 22.02.02 regarding the December 13, 2021 meeting minutes.

MOTION: That the Agriculture Service Board adopt the minutes of the Regular Agricultural Service Board Meeting held on Wednesday, December 13, 2021, with changes, as presented.

BACKGROUND/PROPOSAL:

In reviewing the Agricultural Service Board December 13, 2021 recorded minutes and sign in register, Administration determined that:

Motion 21.12.137 was moved by Richard Brochu

Motion 21.12.138 was moved by Larry Smith

Deputy Reeve Bill Smith was absent and did not attend via Zoom.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the Agricultural Service Board accepting the recommended motion is that the meeting minutes will be amended to reflect these changes.
-

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to the recommended motion.
-

ALTERNATIVES CONSIDERED:

Alternative #1: The Agricultural Service Board has the alternative to alter or deny the recommended motion.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will adjust the minutes to reflect the corrections.

ATTACHMENT(S): N/A



REQUEST FOR DECISION

SUBJECT: **Satellite Rental Agent Contracts**
SUBMISSION TO: AGRICULTURAL SERVICES BOARD
MEETING DATE: February 23, 2022
DEPARTMENT: AGRICULTURE
STRATEGIC PLAN: Level of Service

REVIEWED AND APPROVED FOR SUBMISSION
CAO: MANAGER: SK
GM: PRESENTER: SK

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That the Agricultural Service Board recommend Council approve the increase to the 2022-2024 Satellite Rental Agent Contract from \$2,000.00 to \$2,500.00, to compensate for the increase in oversight and documentation of the rental program, as presented.

BACKGROUND/PROPOSAL:

On November 24th, the Agricultural Service Board recommended the drafted Policy 6305: Rental Equipment to the Policy Review Committee. Within the Policy is an increase in the oversight and documentation related to equipment rental. In light of the increase in paperwork and inspection of equipment, Administration recommends an increase to the annual Satellite Contracts in the amount of \$500 to compensate for these changes.

BENEFITS OF THE RECOMMENDED ACTION:

The benefit of the Agricultural Service Board recommending an increase to the satellite contract due to program changes is that the agents will be compensated for the increased paperwork and inspection requirements.

DISADVANTAGES OF THE RECOMMENDED ACTION:

The recommended action would increase the operational budget by \$1,000.

ALTERNATIVES CONSIDERED:

Alternative #1: The Agricultural Service Board has the alternative to alter or deny the recommended motion.

FINANCIAL IMPLICATION:

Direct Cost: \$5,000.00 total for the two satellite contracts, \$4,000.00 currently in the budget, requesting the additional \$1,000.00, however, this financial implication will not be significant enough to require an increase to the overall Agricultural Service Budget.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Administration will increase each of the satellite contracts in accordance with the Board's approval.

ATTACHMENT(S):

- Crooked Creek 2022 Template Revised Draft
- Crooked Creek 2022 Template Revised Clean
- Grovedale 2022 Template Revised Draft
- Grovedale 2022 Template Revised Clean
- Policy 6305: Rental Equipment DRAFT



MUNICIPAL DISTRICT OF GREENVIEW NO. 16

MEMORANDUM OF AGREEMENT MADE THIS
_____ DAY of _____, 202~~21~~

BETWEEN: THE MUNICIPAL DISTRICT OF GREENVIEW NO.16
(hereinafter referred to as the "Greenview Municipality"-or
the "Municipal District")

OF THE FIRST PART
-and-

Peter Toews (Star Fabrication)
71319 Range Road 260, Crooked Creek, Alberta
(hereinafter referred to as the "Agent")

OF THE SECOND PART

THE PARTIES of this agreement in consideration of the mutual promises, terms, covenants and conditions agree as follows:

1. In this agreement the Manager of Agricultural Services for GreenviewThe Municipal District No. 16 shall represent the MunicipalityGreenview.
2. The Agent agrees to manage the rental of the equipment supplied by Greenviewthe Municipality on behalf of Greenviewthe Municipality in accordance with the conditions and terms of this agreement.
3. GreenviewThe Municipality shall supply to the Agent, and maintain in good working order, the equipment listed in the Schedule of Fees. GreenviewThe Municipality shall also ensure that a satisfactory level of insurance coverage is maintained on the equipment.

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3(a) ~~GreenviewThe Municipality~~ may, as need warrants, provide other pieces of rental equipment to the Agent for specific

4. ~~time frames.~~ -These additional units shall be managed by the Agent on behalf of ~~Greenviewthe Municipality.~~

a.

4. The Agent is hereby authorized to sign, on behalf of ~~Greenviewthe Municipality~~, rental agreements.

5. The Agent will ensure that all rental agreements are submitted at the end of the month to the Manager of Agricultural Services so invoicing can be completed in a timely matter.

6. The Agent will not be held responsible for any costs or legal implications caused by cheques returned due to

~~Non-SufficientNon-Sufficient~~ Funds.

7. The Agent shall administer and keep records of rental fees in a manner satisfactory to ~~Greenviewthe Municipal-District.~~

8. ~~Greenview is not responsible for snow removal or maintenance of the yard at the satellite location.~~

8. In consideration of the service that the Agent is providing, the Agent will be paid TWO THOUSAND FIVE HUNDRED DOLLARS

9. (\$2,9500.00) by ~~Greenviewthe Municipality~~ annually.

9. The Agent will ensure that all conditions are adhered to in accordance with the rental equipment.

10. The Agent shall provide the lessee with equipment instruction sheets, as supplied by ~~Greenviewthe Municipal-District.~~

11. The Agent shall complete the Rental Equipment Agreement and hazard assessment forms with lessee and inspect all equipment to ensure operational and safety fitness prior to leaving rental location.

11. Upon return of the equipment, the Agent shall inspect the equipment for cleanliness and/or damage.

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12. If an item is returned in a dirty condition, the Agent shall clean the equipment. A fee of TWENTY DOLLARS (\$20.00) per hour for cleaning shall be paid to the Agent for this service ~~or~~ and the Agent will immediately notify the ~~Greenview Municipality~~ of the condition. ~~GreenviewThe Municipality~~ will be responsible for recouping this cost from the ~~lessee~~ ~~renter~~ on approved invoice.

14. 14.

13. In the event that the ~~Agent feels the~~ lessee returned the equipment in a damaged condition ~~as compared~~ to the Check-Out condition, the Agent will immediately advise the Manager of Agricultural Services. The Manager of Agricultural Services will determine if any damage charges will be levied as per inspection forms.

15. 15.

14. ~~GreenviewThe Municipality~~ reserves the right to remove any item of equipment from service, whether it is booked or not, if it is in a damaged condition, without providing a replacement unit.

16. 16.

15. ~~GreenviewThe Municipality~~ shall bear the cost of repairing any damaged equipment as authorized by the Manger of Agricultural Services.

17. 17.

16. The equipment will be stored by the Agent in a secure manner satisfactory to the Manger of Agricultural Services.

18. 18.

17. Either party to the agreement may terminate the agreement by giving to the other party, in writing, sixty (60) days notice of the intention to terminate.

19. 19.

18. The addresses and telephone numbers of the parties for the purposes of service of documents and giving of other notice pursuant to this agreement, shall be as follows:

- (a) MUNICIPAL DISTRICT OF GREENVIEW NO.16
Manager of Agricultural Services,
Box 1079, Valleyview Alberta, T0H 3N0

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(780) 524-76291

(b) Peter Toews (Star Fabrication)
Box 7, Crooked Creek, Alberta, T0H 0Y0
(780) 957-2201

19. ~~Greenview~~The Municipality shall indemnify and hold harmless the Agent from any and all claims, demands, actions, and costs; whatsoever, that may arise directly or indirectly out of any act of the Agent or his employees in the performance of his obligations under this agreement. -However, ~~Greenview~~the Municipality shall not be liable nor responsible in any way for any bodily or personal injury whatsoever that may be suffered or sustained by the Agent or his employees in the performance of the agreement.

21.

20. The Agent herein agrees to allow ~~Greenview~~the Municipality to advertise this Rental Location in any way and as is deemed necessary to properly promote this service to the ratepayers of ~~Municipal District of~~ ~~Greenview~~No. 16.

22.

21. ~~Greenview~~The Municipality shall be allowed to erect appropriate and relevant signage on the Agent's property in Consultation with the Agent.

23.

23. 22. This agreement may be amended by mutual written consent of the parties hereto.

24.

24. 23. This agreement is binding on the heirs, successors, and assigns of the parties hereto.

25.

26. 24. This agreement expires on November 15, 2024.

IN WITNESS WHEREOF the parties hereunto affixed their signatures on the date and year above written.

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WITNESS

STACEY WABICK, C.A.O.
MUNICIPAL DISTRICT of GREENVIEW NO. 16

WITNESS

PETER TOEWS
STAR FABRICATION, CROOKED CREEK, AB



MUNICIPAL DISTRICT OF GREENVIEW No. 16

MEMORANDUM OF AGREEMENT MADE THIS
_____ DAY of _____, 2022

BETWEEN: THE MUNICIPAL DISTRICT OF GREENVIEW NO.16
(hereinafter referred to as the “Greenview”)

OF THE FIRST PART

-and-

Peter Toews (Star Fabrication)
71319 Range Road 260, Crooked Creek, Alberta
(hereinafter referred to as the “Agent”)

OF THE SECOND PART

THE PARTIES of this agreement in consideration of the mutual promises, terms, covenants and conditions agree as follows:

1. In this agreement the Manager of Agricultural Services for Greenview shall represent the Greenview.
2. The Agent agrees to manage the rental of the equipment supplied by Greenview on behalf of Greenview in accordance with the conditions and terms of this agreement.
3. Greenview shall supply to the Agent, and maintain in good working order, the equipment listed in the Schedule of Fees. Greenview shall also ensure that a satisfactory level of insurance coverage is maintained on the equipment.
 - a. Greenview may, as need warrants, provide other pieces of rental equipment to the Agent for specific time frames. These additional units shall be managed by the Agent on behalf of Greenview.
4. The Agent is hereby authorized to sign, on behalf of Greenview, rental agreements.
5. The Agent will ensure that all rental agreements are submitted at the end of the month to the Manager of Agricultural Services so invoicing can be completed in a timely matter.

6. The Agent will not be held responsible for any costs or legal implications caused by cheques returned due to Non-Sufficient Funds.
7. The Agent shall administer and keep records of rental fees in a manner satisfactory to Greenview.
8. Greenview is not responsible for snow removal or maintenance of the yard at the satellite location.
9. In consideration of the service that the Agent is providing, the Agent will be paid TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) by Greenview annually.
10. The Agent will ensure that all conditions are adhered to in accordance with the rental equipment.
11. The Agent shall provide the lessee with equipment instruction sheets, as supplied by Greenview.
12. The Agent shall complete the Rental Equipment Agreement and hazard assessment forms with lessee and inspect all equipment to ensure operational and safety fitness prior to leaving rental location.
13. Upon return of the equipment, the Agent shall inspect the equipment for cleanliness and/or damage.
14. If an item is returned in a dirty condition, the Agent shall clean the equipment. A fee of TWENTY DOLLARS (\$20.00) per hour for cleaning shall be paid to the Agent for this service and the Agent will immediately notify Greenview of the condition. Greenview will be responsible for recouping this cost from the lessee on approved invoice.
15. In the event that the lessee returned the equipment in a damaged condition as compared to the Check-Out condition, the Agent will immediately advise the Manager of Agricultural Services. The Manager of Agricultural Services will determine if any damage charges will be levied as per inspection forms.
16. Greenview reserves the right to remove any item of equipment from service, whether it is booked or not, if it is in a damaged condition, without providing a replacement unit.
17. Greenview shall bear the cost of repairing any damaged equipment as authorized by the Manger of Agricultural Services.
18. The equipment will be stored by the Agent in a secure manner satisfactory to the Manger of Agricultural Services.
19. Either party to the agreement may terminate the agreement by giving to the other party, in writing, sixty (60) days notice of the intention to terminate.
20. The addresses and telephone numbers of the parties for the purposes of service of documents and giving of other notice pursuant to this agreement, shall be as follows:

(a) MUNICIPAL DISTRICT OF GREENVIEW NO.16
Manager of Agricultural Services,
Box 1079, Valleyview Alberta, T0H 3N0
(780) 524-7621

(b) Peter Toews (Star Fabrication)
Box 7, Crooked Creek, Alberta, T0H 0Y0
(780) 957-2201

21. Greenview shall indemnify and hold harmless the Agent from any and all claims, demands, actions, and costs; whatsoever, that may arise directly or indirectly out of any act of the Agent or his employees in the in the performance of his obligations under this agreement. However, Greenview shall not be liable nor responsible in any way for any bodily or personal injury whatsoever that may be suffered or sustained by the Agent or his employees in the performance of the agreement.
22. The Agent herein agrees to allow Greenview to advertise this Rental Location in any way and as is deemed necessary to properly promote this service to the ratepayers of Greenview.
23. Greenview shall be allowed to erect appropriate and relevant signage on the Agent's property in Consultation with the Agent.
24. This agreement may be amended by mutual written consent of the parties hereto.
25. This agreement is binding on the heirs, successors, and assigns of the parties hereto.
26. This agreement expires on November 15, 2024.

IN WITNESS WHEREOF the parties hereunto affixed their signatures on the date and year above written.

WITNESS

STACEY WABICK, C.A.O.
MUNICIPAL DISTRICT of GREENVIEW NO. 16

WITNESS

PETER TOEWS
STAR FABRICATION, CROOKED CREEK, AB



MUNICIPAL DISTRICT OF GREENVIEW NO. 16

MEMORANDUM OF AGREEMENT MADE THIS
_____ DAY of _____, 202~~21~~

BETWEEN: THE MUNICIPAL DISTRICT OF GREENVIEW NO.16
(hereinafter referred to as the "~~Greenview Municipality~~" or
the "~~Municipal District~~")

OF THE FIRST PART
-and-

Karen Head and William Smith
Box 30, Grovedale, Alberta T0H 1X0
(hereinafter referred to as the "Agent")

OF THE SECOND PART

THE PARTIES of this agreement in consideration of the mutual promises, terms, covenants and conditions agree as follows:

1. In this agreement the Manager of Agricultural Services for ~~Greenview The Municipal District No. 16~~ shall represent the ~~Municipality~~Greenview.
2. The Agent agrees to manage the rental of the equipment supplied by ~~Greenview the Municipality~~ on behalf of ~~Greenview the Municipality~~ in accordance with the conditions and terms of this agreement.
3. ~~Greenview The Municipality~~ shall supply to the Agent, and maintain in good working order, the equipment listed in the Schedule of Fees. ~~Greenview The Municipality~~ shall also ensure that a satisfactory level of insurance coverage is maintained on the equipment.

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3(a) ~~Greenview~~~~The Municipality~~ may, as need warrants, provide other pieces of rental equipment to the Agent for specific

4. ~~time frames.~~ -These additional units shall be managed by the Agent on behalf of ~~Greenview~~~~the Municipality~~.

a.

4. The Agent is hereby authorized to sign, on behalf of ~~Greenview~~~~the Municipality~~, rental agreements.

5. The Agent will ensure that all rental agreements are submitted at the end of the month to the Manager of Agricultural Services so invoicing can be completed in a timely matter.

6. The Agent will not be held responsible for any costs or legal implications caused by cheques returned due to

7. ~~Non-Sufficient~~~~Non-Sufficient~~ Funds.

7. The Agent shall administer and keep records of rental fees in a manner satisfactory to ~~Greenview~~~~the Municipal District~~.

8. Greenview is not responsible for snow removal or maintenance of the yard at the satellite location.

8. In consideration of the service that the Agent is providing, the Agent will be paid TWO THOUSAND ~~FIVE~~ HUNDRED DOLLARS

9. (\$2,9500.00) by ~~Greenview~~~~the Municipality~~ annually.

9. The Agent will ensure that all conditions are adhered to in accordance with the rental equipment.

10. The Agent shall provide the lessee with equipment instruction sheets, as supplied by ~~Greenview~~~~the Municipal District~~.

11. ~~The Agent shall complete the Rental Equipment Agreement and hazard assessment forms with lessee and inspect all equipment to ensure operational and safety fitness prior to leaving rental location.~~

11. Upon return of the equipment, the Agent shall inspect the equipment for cleanliness and/or damage.

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12. If an item is returned in a dirty condition, the Agent shall clean the equipment. A fee of TWENTY DOLLARS (\$20.00) per hour for cleaning shall be paid to the Agent for this service ~~or~~ and the Agent will immediately notify the ~~Greenview Municipality~~ of the condition. ~~GreenviewThe Municipality~~ will be responsible for recouping this cost from the ~~lessee~~ ~~renter~~ on approved invoice.

14. 14.

13. In the event that the ~~Agent feels the~~ lessee returned the equipment in a damaged condition ~~as compared to the Check-Out condition~~, the Agent will immediately advise the Manager of Agricultural Services. The Manager of Agricultural Services will determine if any damage charges will be levied as per inspection forms.

15. 15.

14. ~~GreenviewThe Municipality~~ reserves the right to remove any item of equipment from service, whether it is booked or not, if it is in a damaged condition, without providing a replacement unit.

16. 16.

15. ~~GreenviewThe Municipality~~ shall bear the cost of repairing any damaged equipment as authorized by the Manger of Agricultural Services.

17. 17.

16. The equipment will be stored by the Agent in a secure manner satisfactory to the Manger of Agricultural Services.

18. 18.

17. Either party to the agreement may terminate the agreement by giving to the other party, in writing, sixty (60) days notice of the intention to terminate.

19. 19.

18. The addresses and telephone numbers of the parties for the purposes of service of documents and giving of other notice pursuant to this agreement, shall be as follows:

20.

- (a) MUNICIPAL DISTRICT OF GREENVIEW NO.16
Manager of Agricultural Services,
Box 1079, Valleyview Alberta, T0H 3N0

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(780) 524-76291

(b) Peter Toews (Star Fabrication)
Box 7, Crooked Creek, Alberta, T0H 0Y0
(780) 957-2201

19. ~~Greenview~~The Municipality shall indemnify and hold harmless the Agent from any and all claims, demands, actions, and costs; whatsoever, that may arise directly or indirectly out of any act of the Agent or his employees in the performance of his obligations under this agreement. -However, ~~Greenview~~the Municipality shall not be liable nor responsible in any way for any bodily or personal injury whatsoever that may be suffered or sustained by the Agent or his employees in the performance of the agreement.

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20. The Agent herein agrees to allow ~~Greenview~~the Municipality to advertise this Rental Location in any way and as is deemed necessary to properly promote this service to the ratepayers of ~~Municipal District of~~ ~~Greenview~~No. 16.

22.

21. ~~Greenview~~The Municipality shall be allowed to erect appropriate and relevant signage on the Agent's property in Consultation with the Agent.

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23. 22. This agreement may be amended by mutual written consent of the parties hereto.

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24. 23. This agreement is binding on the heirs, successors, and assigns of the parties hereto.

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WITNESS

STACEY WABICK, C.A.O.
MUNICIPAL DISTRICT of GREENVIEW NO. 16

WITNESS

KAREN HEAD
GROVEDALE, AB

WITNESS

WILLIAM SMITH
GROVEDALE, AB



MUNICIPAL DISTRICT OF GREENVIEW No. 16

MEMORANDUM OF AGREEMENT MADE THIS
_____ DAY of _____, 2022

BETWEEN: THE MUNICIPAL DISTRICT OF GREENVIEW NO.16
(hereinafter referred to as the “Greenview”)

OF THE FIRST PART

-and-

Karen Head and William Smith
Box 30, Grovedale, Alberta T0H 1X0
(hereinafter referred to as the “Agent”)

OF THE SECOND PART

THE PARTIES of this agreement in consideration of the mutual promises, terms, covenants and conditions agree as follows:

1. In this agreement the Manager of Agricultural Services for Greenview shall represent the Greenview.
2. The Agent agrees to manage the rental of the equipment supplied by Greenview on behalf of Greenview in accordance with the conditions and terms of this agreement.
3. Greenview shall supply to the Agent, and maintain in good working order, the equipment listed in the Schedule of Fees. Greenview shall also ensure that a satisfactory level of insurance coverage is maintained on the equipment.
 - a. Greenview may, as need warrants, provide other pieces of rental equipment to the Agent for specific time frames. These additional units shall be managed by the Agent on behalf of Greenview.
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12. The Agent shall complete the Rental Equipment Agreement and hazard assessment forms with lessee and inspect all equipment to ensure operational and safety fitness prior to leaving rental location.
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18. The equipment will be stored by the Agent in a secure manner satisfactory to the Manger of Agricultural Services.
19. Either party to the agreement may terminate the agreement by giving to the other party, in writing, sixty (60) days notice of the intention to terminate.
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(a) MUNICIPAL DISTRICT OF GREENVIEW NO.16
Manager of Agricultural Services,
Box 1079, Valleyview Alberta, T0H 3N0
(780) 524-7621

(b) Peter Toews (Star Fabrication)
Box 7, Crooked Creek, Alberta, T0H 0Y0
(780) 957-2201

21. Greenview shall indemnify and hold harmless the Agent from any and all claims, demands, actions, and costs; whatsoever, that may arise directly or indirectly out of any act of the Agent or his employees in the in the performance of his obligations under this agreement. However, Greenview shall not be liable nor responsible in any way for any bodily or personal injury whatsoever that may be suffered or sustained by the Agent or his employees in the performance of the agreement.
22. The Agent herein agrees to allow Greenview to advertise this Rental Location in any way and as is deemed necessary to properly promote this service to the ratepayers of Greenview.
23. Greenview shall be allowed to erect appropriate and relevant signage on the Agent's property in Consultation with the Agent.
24. This agreement may be amended by mutual written consent of the parties hereto.
25. This agreement is binding on the heirs, successors, and assigns of the parties hereto.
26. This agreement expires on November 15, 2024.

IN WITNESS WHEREOF the parties hereunto affixed their signatures on the date and year above written.

WITNESS

STACEY WABICK, C.A.O.
MUNICIPAL DISTRICT of GREENVIEW NO. 16

WITNESS

KAREN HEAD
GROVEDALE, AB

WITNESS

WILLIAM SMITH
GROVEDALE, AB

Title: Rental of Agricultural Equipment

Policy No: 6305

Effective Date: Date passed in Council

Motion Number:

Supersedes Policy No: AG 09

Review Date: (3 Years from date approved by Council)



Purpose: To give non-profit organizations and ratepayers access to agricultural equipment available for rent by Greenview.

1. DEFINITIONS

- 1.1. **Boundary** means the municipal boundaries as recognized by the Province of Alberta.
- 1.2. **Fees** means rates established by Greenview Council in the Schedule of Fees bylaw.
- 1.3. **Good Standing** means a non-profit organization and/or ratepayer with no outstanding charges to Greenview tax overburden, nor in the process of litigating against Greenview, nor having litigated in the past five years.
- 1.4. **Greenview** means the Municipal District of Greenview No 16.

2. POLICY STATEMENT

- 2.1. Greenview will rent equipment to non-profit organizations and ratepayers that are in good standing with the municipality.

3. PROCEDURE

- 3.1. Rental equipment will be utilized only within Greenview boundaries.
- 3.2. Rental equipment will be released to a renter following the completion of the following forms:
 - A) Rental Agreement (appendix 1)
 - B) Equipment Specific Hazard Assessment
- 3.3. Rental fees plus applicable Goods and Service Tax will be collected for the number of days rented, upon the equipment's return.
- 3.4. If the equipment has been booked and the renter does not show and does not call, an administrative cancellation fee will **may** be charged.

- 3.5. The renter is responsible to ensure the equipment is transported safely and Greenview Staff has the right to refuse the release of any piece of equipment, if in their opinion it cannot be transported in a safe manner.
- 3.6. Damage charges will be assessed should the equipment fail to pass check-in inspection upon return or in the case of uncleanliness. Damages and cleanliness will be assessed by the Manager of Agricultural Services or designate, and the renter will be invoiced for resulting expenditures, including parts and labour.
- 3.7. Equipment returned unclean will have a cleaning fee charged on a per hour basis.
- 3.8. If the renter fails to return the equipment, the Manager of Agricultural Services or designate will retrieve the equipment. This will result in the renter forfeiting rental privileges until such time as full recovery of costs, including rental charges for the total number days that the equipment was held, transportation, equipment, parts and labour cost, are recovered. **If required, the renter may also be charged a disposal fee.**

4. COUNCIL RESPONSIBILITIES

- 4.1. All fees related to the Rental Program are to be established by Council by resolution and set forth in the Schedule of Fees for Greenview.
- 4.2. Purchase of replacement or additional rental equipment shall be decided by motion of Council.

5. ADMINISTRATION RESPONSIBILITIES

- 5.1. Administration shall ensure that equipment leaves the yard in good, working order. This shall be documented with a check-out form completed with each rental. Should the equipment not be in good, working order, Administration must cancel the rental.
- 5.2. Administration shall ensure renters understand the hazards of the piece of equipment and sign equipment specific hazard assessment and rental forms.
- 5.3. Administration shall complete check- out forms to ensure operational fitness and check-in forms after each rental to ensure maintenance is completed promptly and potential damages are attributed to the correct renter.
- 5.4. Administration shall ensure renters are in good standing with Greenview prior to equipment leaving the premises.



REQUEST FOR DECISION

SUBJECT:	Notice Issuance – 12-5057		
SUBMISSION TO:	AGRICULTURAL SERVICES BOARD	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	February 23, 2022	CAO:	MANAGER: SK
DEPARTMENT:	AGRICULTURE	DIR:	PRESENTER: KK
STRATEGIC PLAN:	Level of Service	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) – *Weed Control Act* of Alberta (RSA 2008/W-5.1)

Council Bylaw/Policy (cite) – Weed Control 6301, 6301-01

RECOMMENDED ACTION:

MOTION: That the Agricultural Service Board recommend that Council approve the destruction of a crop over 20 acres in size for Case File 12-5057.

BACKGROUND/PROPOSAL:

In 2014, Case File 12-5057 was inspected, and it was found to have a serious abundance of Scentless Chamomile in the cultivated field at the west side of the property. Contact with the previous landowner was unsuccessful. In 2018 and 2019, contact was attempted with the current landowner through the mail and verbal contact was unsuccessful. Early fall 2019, the area appeared to have been cut and sprayed with some re-growth. In 2021, Administration received numerous complaints about the Scentless Chamomile and concerns regarding seed spread. Administration was successful in verbally contacting the landowner and tenant of the property, and both parties agreed to control the infestation.

Administration is recommending that Council approve the destruction of a crop over 20 acres due to the severity of the infestation, the longevity of seed viability, and the duration of the established infestation. The destruction approval from Council must be made prior to the issuance of a Weed Notice as per section 14 (4) of the *Weed Control Act*, for the control of Scentless Chamomile (*Tripleurospermum perforatum*) growing within a forage crop area.

Administration will apply a control deadline within the Weed Notice of June 30, 2022 to allow the landowner enough time to control the infestation during a period where control efforts will be effective or allow Administration to arrange enforcement if necessary. If the landowner controls the infestation on or before the deadline stated within the Weed Notice, Greenview will not be required to enforce control.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended motion is that an invasive plant that has been an issue on the property will be brought under control and ratepayer complaints will be addressed.
2. That the public perception of Greenviews' efforts to control noxious weeds will be improved.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of the recommended motion is that it may be perceived negatively to enforce the Weed Notice by those unaware of the history and severity of the infestation.

ALTERNATIVES CONSIDERED:

Alternative #1: The Agricultural Service Board has the alternative to alter or deny the recommended motion.

FINANCIAL IMPLICATION:

Greenview would hire a contractor for enforcement of a Weed Notice. All charges, plus administrative fees would then be issued by a Debt Recovery Notice to the landowner in a manner as defined by section 21 (2) and section 21 (4) of the *Weed Control Act*.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

If the Board approves the recommended motion, Administration will present the request to Council.

ATTACHMENT(S):

- N/A



REQUEST FOR DECISION

SUBJECT: **Notice Issuance – 12-3297**

SUBMISSION TO: AGRICULTURAL SERVICES BOARD

MEETING DATE: February 23, 2022

DEPARTMENT: AGRICULTURE

STRATEGIC PLAN: Level of Service

REVIEWED AND APPROVED FOR SUBMISSION

CAO: MANAGER: SK

DIR: PRESENTER: KK

LEG:

RELEVANT LEGISLATION:

Provincial (cite) – *Weed Control Act* of Alberta (RSA 2008/W-5.1)

Council Bylaw/Policy (cite) – Weed Control 6301, 6301-01

RECOMMENDED ACTION:

MOTION: That the Agricultural Service Board recommend that Council approve the destruction of a crop over 20 acres in size for Case File 12-3297.

BACKGROUND/PROPOSAL:

In 2012, Case File 12-3297 was inspected, and it was found to have a severe abundance of Tall Buttercup throughout the pasture area. At that time, a resident of the property stated they had previously spent a large amount of money on an aerial application of Grazon. Since 2014, Administration has been attempting contact with next of kin regarding the infestation.

There are documented attempts of Administration attempting to contact next of kin, however, attempts were unsuccessful. In January of 2022, Administration was able to contact the executor of the estate. The executor stated they want to control the infestation and they will be contacting their tenant to come up with a control plan. Going forward, Administration recommends a Notice be issued for the property in the case that the executor or tenant are unable to control the infestation in a timely manner, Administration can still enforce the Notice, gaining control on the infestation.

Administration is recommending that Council approve the destruction of a crop over 20 acres due to the severity and long-standing infestation. The destruction approval from Council must be made prior to the issuance of a Weed Notice as per section 14(4) of the *Weed Control Act*, for the control of Tall Buttercup (*Ranunculus acris*) growing within a pasture area since 2000.

Administration will apply a control deadline within the Weed Notice of June 30, 2022 to allow the landowner enough time to control the infestation during a period where control efforts will be effective or allow Administration to arrange enforcement if necessary. If the landowner controls the infestation on or before the deadline stated within the Weed Notice, Greenview will not be required to enforce control.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended motion is that an invasive plant that has been an issue on the property will be brought under control and ratepayer complaints will be addressed.
2. That the public perception of Greenviews' efforts to control noxious weeds will be improved.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of the recommended motion is that it may be perceived negatively to enforce the Weed Notice by those unaware of the history and severity of the infestation.

ALTERNATIVES CONSIDERED:

Alternative #1: The Agricultural Service Board has the alternative to alter or deny the recommended motion.

FINANCIAL IMPLICATION:

Greenview would hire a contractor for enforcement of a Weed Notice. All charges, plus administrative fees would then be issued by a Debt Recovery Notice to the landowner in a manner as defined by section 21 (2) and section 21 (4) of the *Weed Control Act*.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

If the Board approves the recommended motion, Administration will present the request to Council.

ATTACHMENT(S):

- N/A



REQUEST FOR DECISION

SUBJECT:	Notice Issuance – 12-3032		
SUBMISSION TO:	AGRICULTURAL SERVICES BOARD	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	February 23, 2022	CAO:	MANAGER: SK
DEPARTMENT:	AGRICULTURE	DIR:	PRESENTER: KK
STRATEGIC PLAN:	Level of Service	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) – *Weed Control Act* of Alberta (RSA 2008/W-5.1)

Council Bylaw/Policy (cite) – Weed Control 6301, 6301-01

RECOMMENDED ACTION:

MOTION: That the Agricultural Service Board recommend that Council approve the destruction of a crop over 20 acres in size for Case File 12-3032.

BACKGROUND/PROPOSAL:

In 2012, Case File 12-3032 was inspected, and it was found to have a severe abundance of Tall Buttercup throughout the pasture area. At that time, a resident of the property stated they would be cultivating the land. Communication with the landowners on the property remained with the landowners stating they would complete a type of control. In 2020, the landowner was served a Weed Notice under the *Weed Control Act* to control the infestation. No control efforts were conducted and Administration received a email from the landowner stating there are other problem areas that Greenview should be focusing on and that they have sprayed in the past but the herbicide did not work and if there is financing, they will be plowing the field. In 2021 the Agricultural Services Department attempted to work with the landowner, encouraging voluntary compliance. No control efforts were noted in 2021.

Upon review of archived files, the property has been an issue for Tall Buttercup since at least 1999. In 2004, there is a record of the property being aerially sprayed with Grazon with follow-up spot spraying in 2005.

Administration is recommending that Council approve the destruction of a crop over 20 acres due to the severity of the infestation and long standing issue. The destruction approval from Council must be made prior to the issuance of a Weed Notice as per section 14 (4) of the *Weed Control Act* for the control of Tall Buttercup (*Ranunculus acris*) growing within a pasture area.

Administration will apply a control deadline within the Weed Notice of June 30, 2022 to allow the landowner enough time to control the infestation during a period where control efforts will be effective or allow Administration to arrange enforcement if necessary. If the landowner controls the infestation on or before the deadline stated within the Weed Notice, Greenview will not be required to enforce control.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended motion is that an invasive plant that has been an issue on the property will be brought under control and ratepayer complaints will be addressed.
2. That the public perception of Greenviews' efforts to control noxious weeds will be improved.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. The disadvantage of the recommended motion is that it may be perceived negatively to enforce the Weed Notice by those unaware of the history and severity of the infestation.

ALTERNATIVES CONSIDERED:

Alternative #1: The Agricultural Service Board has the alternative to alter or deny the recommended motion.

FINANCIAL IMPLICATION:

Greenview would hire a contractor for enforcement of a Weed Notice. All charges, plus administrative fees would then be issued by a Debt Recovery Notice to the landowner in a manner as defined by section 21 (2) and section 21 (4) of the *Weed Control Act*.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

If the Board approves the recommended motion, Administration will present the request to Council.

ATTACHMENT(S):

- N/A



REQUEST FOR DECISION

SUBJECT: **2022 Agricultural Grant Requests**
SUBMISSION TO: AGRICULTURAL SERVICES BOARD
MEETING DATE: February 23, 2022
DEPARTMENT: AGRICULTURE
STRATEGIC PLAN: Level of Service

REVIEWED AND APPROVED FOR SUBMISSION
CAO: _____
GM: _____
MANAGER: SK
PRESENTER: SK

RELEVANT LEGISLATION:

Provincial (cite) –N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That the Agricultural Service Board authorize funding to the grant recipients in the amount of **\$127,784.80** as indicated on the 2022 Agricultural Grant Listing, with funds to come from the Extension and Outreach Budget.

BACKGROUND/PROPOSAL:

Administration recommends the Board authorize the disbursement of grant funding from the 2022 Extension and Outreach Budget as outlined in the “2022 Budget Approved Agricultural Grant Listing” document.

The 2022 Agricultural Services Grant Budget currently has a balance of \$149,800.00, with the approval of the 2022 Approved Grant Listing in the amount of \$127,784.80 the remainder will be \$22,015.20.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the Board accepting the recommended motion is that the grant applicants can make a fiscal plan accordingly.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: The Agricultural Service Board has the alternative to alter or deny the recommended motion.

FINANCIAL IMPLICATION:

Direct Costs: \$127,784.80

Ongoing / Future Costs: N/A

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

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PROMISE TO THE PUBLIC

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FOLLOW UP ACTIONS:

Administration will advise the grant applicants accordingly of the Board's decision.

ATTACHMENT(S):

- 2022 Agricultural Grant Listing

2022 Agricultural Grant Listing

Grant Applicant:	Operating Requested	Capital Requested	Total Amount Requested
Alberta Farm Safety Centre			\$3,500.00
Alberta Invasive Special Council			\$5,000.00
Peace Country Beef Congress			\$5,000.00
Peace Country Beef & Forage Association (PCBFA)			\$45,000.00
Peace Country Beef Forage Association			\$9,284.80
Smoky Applied Research & Demonstration Association (SARDA)			\$60,000.00
Grand Total			\$127,784.80

Sheila to research and confirm

Organization has not held an event since January 2020



REQUEST FOR DECISION

SUBJECT:	Farmers' Advocate Office Publication		
SUBMISSION TO:	AGRICULTURAL SERVICES BOARD	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	February 23, 2021	CAO:	MANAGER: SK
DEPARTMENT:	AGRICULTURE	DIR:	PRESENTER: KK
STRATEGIC PLAN:	Level of Service	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That the Agricultural Service Board authorize Administration to provide a copy of the Farmers' Advocate Office publication; 'What Are Important Considerations When Drawing Up a Land Rental Agreement?' to individuals requesting the information.

BACKGROUND/PROPOSAL:

At the October 27, 2021, Agricultural Service Board meeting, the ASB made a motion directing Administration to draft an agreement template that landowners could use to develop their own agreements pertaining to land rentals and/or access of their land(s).

"Motion: 21.10.112 that the Agricultural Service Board recommend that Administration draft an agreement template that landowners can use to develop their own agreement pertaining to rental or access of their land."

Administration reached out to the Farmers' Advocate Office requesting information on any work they have done as it pertains to land agreements. The Farmers' Advocate Office provided Greenview with a document that they recently published which outlines important considerations for landowners and tenants when drafting a land rental or lease agreement. The document itself and the Farmers' Advocate Office recommend that any lease agreements be reviewed by legal counsel from both parties entering into the agreement. It was cautioned to Administration that if Greenview creates any templates, it would be in the Municipalities best interest to ensure there is a legal disclaimer releasing Greenview of any liabilities as it would pertain to a template document that could be used in the court of law in any disputes between lease and leaser.

The Farmers' Advocate Office granted permission to Greenview to distribute their document outlining considerations for creating an agreement to individuals as required. Administration would request that instead of creating a template, Greenview provide any individuals interested in the information, the document as provided by the Farmers' Advocate Office.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the Agricultural Service Board accepting the recommended motions is that Greenview will be providing factual and accurate information to our ratepayer, fulfilling a directive of the Agricultural Service Board.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: The Agricultural Service Board has the alternative to alter or deny the recommended motion.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

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PROMISE TO THE PUBLIC

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FOLLOW UP ACTIONS:

Once the Agricultural Service Board makes a decision, Administration will ensure that the information publication from the Farmers' Advocate Office will be made available to landowners requiring the information.

ATTACHMENT(S):

- Email from Farmers' Advocate Office
- Farmers' Advocate Office Publication: 'What Are Important Considerations When Drawing Up a Land Rental Agreement?'
- Cash Lease Agreement Leasing Crop Land Alberta
- Pasture Lease Agreement Alberta

From: [AF Farmers Advocate](#)
To: [Kristin King](#)
Subject: RE: Ag Land Lease Contract
Date: February 11, 2022 11:43:56 AM
Attachments: [afred-fao-considerations-for-land-rental-agreements-2021.pdf](#)
[Leasing Crop land Alberta.pdf](#)
[Pasture Lease Agreement AB.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Kristin,

Thanks for contacting the FAO on this. Our office has recently published a documentation to outline important considerations for landowners and tenants when drafting a rental or lease agreement (see attached and feel free to distribute to individuals as required).

You'll notice in the document that we highly recommend both landowners and tenants seek legal counsel before signing any agreement. We chose not to publish an agreement template because terms can vary so widely depending on what type of agreement is being developed (i.e. crop share, cash rental, pasture vs. crop land, etc.) and having "legal sounding" clauses may give parties a false sense of security while something critical could be missing. In our experience, everything goes well with land rental or lease agreements until it doesn't. 😊

Be cautious of the advice you provide directly to any party and ensure that you use a legal disclaimer on anything you would decide to develop. I've also attached a couple of other documents from the Ag Info Centre. These are somewhat dated, but may also be of use as reference material. You can also search the Government of Saskatchewan website. They have some valuable resources on this topic, however, be sure to note any differences in the application of law between the provinces.

Let me know if you have any other questions.

Regards,

Carolyn Chenard
Rural Engagement Specialist

Farmers' Advocate Office
Agriculture, Forestry and Rural Economic Development
J.G. O'Donoghue Bldg.
7000 - 113 St. Edmonton AB T6H 5T6
P: 780-427-7956 C: 780-974-1137 F: 780-427-3913

web: alberta.ca/farmers-advocate-office general email: farmers.advocate@gov.ab.ca
facebook: [@farmersadvocatealberta](#) twitter: [@fao_alberta](#)

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your options and obligations.

Classification: Protected A

From: Kristin King <Kristin.Gostick@MDGreenview.ab.ca>
Sent: February 11, 2022 11:20 AM
To: AF Farmers Advocate <AF.Farmers.Advoc.m@gov.ab.ca>
Subject: Ag Land Lease Contract

CAUTION: This email has been sent from an external source. Treat hyperlinks and attachments in this email with care.

Good Morning,

My name is Kristin King and I am the Agricultural Supervisor for the MD of Greenview. Our department has been tasked with looking into creating a land agreement template that landowners can use to develop their own agreement pertaining to rental or access of their land. Has the Farmer's Advocacy Office ever done something like this?

Kristin King

Agricultural Supervisor

Municipal District of Greenview | Box 1079 Valleyview, Alberta T0H 3N0

Tel: [780-524-7600](tel:780-524-7600) | Fax: [1-780-524-5237](tel:1-780-524-5237) | Toll Free: [888-524-7601](tel:888-524-7601) | 24/7 Dispatch: [866-524-7608](tel:866-524-7608) | Direct: [780-524-7624](tel:780-524-7624)
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Thank you.

What Are Important Considerations When Drawing Up a Land Rental Agreement?

Land rental agreements are becoming increasingly common in Alberta's agricultural industry. Whether your agreement will be a cash rental, production share or other arrangement, an agreement should be **in writing, reviewed by lawyers representing each party and signed by each party** before witnesses.

Although each individual rental situation may benefit from incorporating particular details, there are several integral terms that should be included in a rental agreement. The following terms will support a workable and equitable agreement for both landlords and tenants:

- ✓ **Tenant and landlord information**, including:
 - Names, addresses and contact information of both tenant and landlord
 - Statement that “landlord” and “tenant” shall include their heirs, executors, administrators, successors and assigns
- ✓ **Description of property**, including:
 - Legal land description and number of acres/hectares
 - Any areas or permanent buildings that are included or excluded
 - Land taxes and surface lease payments included or excluded
- ✓ **Length of agreement and renewal terms**, including:
 - Start and end dates
 - Conditions of renewal (e.g. required notice period and how it will be communicated)
- ✓ **Compensation**, including:
 - Rental amount, payment schedule and method of payment
 - Provision for review of compensation in a long-term agreement
 - Details of rental rates based on type of agreement (e.g. cash rental, crop or livestock share)
- ✓ **Use and maintenance of the lands and resource protection**, including statements describing:
 - Allowable use of land (e.g. crop, forage, or pasture)
 - Particulars on acceptable farming practices (e.g. erosion, nutrient, weed, insect or disease control, crop rotation, size of livestock herd, etc.)
 - Production or management decisions that the landlord wants to be involved in (e.g. clearing of trees, removal of chaff of other crop residues, restricted activities such as use of chemicals or activities that would void organic certification, etc.)
 - Requirements for material waste removal or restoration due to chemical or other contamination
 - Acceptable condition of the land when lease expires
 - Responsibility/compensation for improvements or repairs (e.g. for fences, outbuildings, etc.)
- ✓ **Governing law**:
 - Statement that the agreement is to be interpreted and enforced according to the laws of the Province of Alberta

- ✓ **Liability insurance** requirements
- ✓ **Notice of default and termination**, including terms for:
 - Conditions of termination (e.g. mutual agreement to terminate, termination due to breach of agreement without remedy within a definite period of time, required notice period, remedies that may be sought, etc.)
 - How notice of default or termination will be communicated (e.g. in writing, description of breach of terms, method of delivery, etc.)
- ✓ **Reassigning or subletting:**
 - Statement describing if the lessee is permitted to sublet land or reassign any part of the agreement
- ✓ **Sale of lease property:**
 - Statement describing terms and conditions if lease land is sold while agreement is in place
- ✓ **Severability:**
 - Statement that if any term or condition is deemed not enforceable, it can be severed from the agreement
- ✓ **Indemnity:**
 - Statement that provides exemption from legal liability for the owner where damage is caused by the tenant's actions/negligence
- ✓ **Access:**
 - Permissions/notice required for particular activities or allowable use of the land outside of cropping season (e.g. hunting, recreational, etc.)
- ✓ **Right of entry:**
 - Landlord's rights related to entry to inspect the rented property
 - Tenant's rights related to harvesting of crop or removal of stored grain, feed or other upon termination of the lease
- ✓ **Other:**
 - Details of grain, feed or equipment storage
 - How government support programs and/or subsidy payments will be allocated
 - Include arbitration or mediation by a third party as the desired method of dispute resolution and how a suitable third party will be chosen

This information is provided as a set of guidelines for drafting a land rental agreement. These considerations should strongly suggest you have a legal representative review any documentation prior to entering into a land rental or lease agreement.

Please contact the Farmers' Advocate Office at farmers.advocate@gov.ab.ca if you have any questions, or the Ag Info Centre at 310-FARM (3276) for sample agreement clauses.

CASH LEASE AGREEMENTS

Cash Lease Agreement

This lease made in duplicate the _____ day of _____ AD 20

between

_____ of _____
(Landlord 's Name) (Address)

in the Province of Alberta hereinafter called the "landlord" being the registered owner or the purchaser under an Agreement for Sale of Land described below, and

_____ of _____
(Tenant's Name) (Address)

in the Province of Alberta hereinafter called the "tenant."

1. Witness that in consideration of the rents, covenants, promises and agreements contained in this lease on the part of the tenant to be paid, observed and performed, the landlord does hereby lease to the tenant the following farm lands and premises situated in the Province of Alberta, that is to say:

Land (legal description): _____

_____ hereinafter called "the land."

Together with the following portable buildings, namely:

Portable Buildings:

Excepting and reserving unto the landlord the following lands and buildings, namely:

Lands Reserved:

Buildings Reserved:

2. Term

This lease shall continue in force on the said land and premises for and during the term of _____ years, from the _____ day of _____ AD 20_____
_ to the _____ day of _____ AD 20

Any overholding by the tenant shall be considered a trespass.

3. Rental

The tenant will pay to the landlord the yearly rental of \$_____ for the use of the said land during the said term.

- or -

The tenant will pay to the landlord the yearly rental of \$_____ for the cultivated portion of the land plus the yearly rental of \$_____ for the grazing portion of the land during the said term.

(1) To be paid in full on or before _____ for each year of this agreement.
(Date)

- or -

(2) _____ to be paid on or before _____
(1/3, 1/2, etc.) (Date)
and the balance paid on or before _____ for each year of this agreement.
(Date)

- or -

(3) To be paid as follows:

4. Alberta Laws Apply

The contents of this agreement shall for all purposes be construed according to the laws of the Province of Alberta and any cause of action arising hereunder shall be entered and tried in the judicial centre serving the area of Alberta in which the land of this agreement is located.

5. Landlord and Tenant Definitions

The terms "landlord" and "tenant" shall include their heirs, executors, administrators, successors and assigns in the singular or plural number and feminine or masculine gender when the context or the parties so require and all the covenants shall be construed as being joint and several.

6. Cropping Plans

The tenant shall make all decisions with respect to growing crops or raising livestock on the land unless stated otherwise in this agreement, and as such the tenant shall be responsible for all costs of farming the said land unless stated otherwise in this agreement.

- or -

The tenant and landlord will agree on an annual cropping plan by _____ of each year. The cropping plan will include crops to be grown, livestock to be raised, pesticides to be used and conservation practices to be employed, for each year, unless stated otherwise in this agreement.

7. Resource Protection

The tenant shall:

- a) cultivate, seed, control weeds, insects and disease, harvest crops and raise livestock on the land in a sustainable manner;
- b) use pesticides in accordance with labelled directions; and
- c) minimize soil loss from erosion with the use of, but not limited to, crop residue management, conservation tillage, grassed waterways, stripcropping, tree planting or other accepted conservation practices.

The tenant shall not:

- a) allow overgrazing of any of the land that is in grass or forages;
- b) overload nutrient levels on the land or adjacent water bodies;
- c) allow pesticide to drift on to non target lands, including adjacent crops, shelterbelts and yardsites;
- d) accumulate, permit or allow the accumulation of any waste material, debris, refuse or garbage; or
- e) allow any site contamination such as, but not limited to, chemicals, oil spills, hydro carbons or any other waste materials on the land or adjacent water bodies.

8. Pesticides

The tenant will make all decisions on which pesticides are to be used on crops grown on the land.

- or -

The tenant and landlord will agree on which pesticides can be used on the land as stated in the cropping plan. In addition to the cropping plan, by December 31 of each year of this lease, the tenant must supply the landlord with a listing of what pesticides were applied to crops growing on the land over the past cropping season.

- or -

The tenant is prohibited from using the following pesticides, unless mutually agreed upon:

9. Use of the Land

The tenant will use the lands and premises for the purpose of growing crops or forages or the pasturing of livestock and the tenant shall not, without the written consent of the landlord:

- a) sublet, or assign this lease, or any part thereof, or any interest therein without obtaining the written consent of the landlord to the sublease or assignment;
- b) change the natural course of any waterways on the said land;
- c) cut down trees growing upon the land, nor will he permit any other person to do so;
- d) allow the entry of any persons for the purpose of outfitting, eco-tourism, picking of berries or flowers or any such plant materials;
- e) remove any sand, gravel, clay, stone or other such substances existing on, or under the surface of said land; or
- f) bring into cultivation any new lands.

10. Crop Residues and Fire

Crop residues including straw, chaff and stubble remaining after harvesting the crops on the land shall not be burned, baled or otherwise removed, used or disposed of without the consent of the landlord.

11. Weed Control

The tenant shall control all noxious weeds on the subject lands and maintain all summerfallow in a reasonably weed-free condition. The tenant shall summerfallow not less than _____ acres of the said land each year during the term of this lease. In the final year of this lease agreement the tenant shall summerfallow, in a proper manner, _____ acres of the said land.

At the termination of this lease, if the amount of summerfallow on the land exceeds the sum of of _____ acres, the landlord will pay to the tenant an amount equal to \$ _____ per acre for every such acre in excess and in the event the amount of summerfallow does not exceed the sum of _____ acres the tenant will pay the landlord an amount equal to \$ _____ per acre for every acre so deficient.

12. Crop Insurance

With respect to the Alberta Crop Insurance program, the tenant has the option to take a Crop Insurance contract and in so doing shall absorb the total cost of coverage and receive all the benefits.

13. Other Insurance

Insurance on all leased buildings in this agreement shall be the responsibility of the landlord.

The landlord and tenant are free to make their own arrangements regarding other production and all risk insurance and in so doing shall absorb the total cost of coverage and receive all the benefits.

14. Storage of Grain

The landlord will provide _____ tonnes/bushels of grain storage. The tenant will provide any additional grain storage.

15. Government Income Support Payments and Subsidies

In the event that any payment, subsidy or other reimbursement is made under any government agency or any marketing agency in connection with income support to the actual producer of crops grown on the leased lands during the term of this lease, the payments identified with the leased land shall be paid to the tenant unless otherwise agreed upon.

Should such payment, subsidy or other reimbursement be made to the landowner during the term of this lease, the payments shall be paid to the landowner unless otherwise agreed upon.

Where contributions are required for entitlement to any payment, subsidy or reimbursement the landlord and tenant shall mutually agree as to the sharing of the costs and income. The following are included and shared as set out:

16. Compensation for Oil and Gas, Utilities, Roads, and Rights-of-Way

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations, or road construction, shall accrue to the party that has suffered the loss. The landlord will have the final say on who has suffered the loss except as follows:

- a) where the compensation is for crop damage, the compensation will be paid to the tenant.
- b) where the compensation is for work completed by the tenant such as, but not limited to, fence re-construction, grass reseeding or top soil levelling, the compensation will be paid to the tenant.
- c) where the compensation is for the creation of a nuisance situation such as, but not limited to, gates being left open, dust or noise, the compensation will be paid to the tenant.
- d) where the compensation is for a decrease in the land's value such as, but not limited to, loss of acres from the development, severing a parcel of land or top soil disturbance, the payment shall be made to the landlord.

- or -

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations, or road construction, shall accrue to the landlord.

- or -

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations or road construction, the landlord and tenant shall, by mutual agreement, determine which party is to receive the compensation. If mutual agreement cannot be reached, it shall be submitted to arbitration in accordance with *The Arbitration Act, 1992*.

17. Taxes

The cost of all municipal and school taxes on the land included in this lease shall be paid by the landlord.

- or -

The costs of all municipal or school taxes on the land included in this lease shall be paid as set out in the following statement:

18. Improvements

The tenant shall not make major improvements, other than what is considered normal repair and maintenance, to the leased land or any other assets identified in this agreement without written permission of the landlord. Major improvements, which without restricting the generality of the term, shall include: water development, erosion control, fencing and building construction, clearing, breaking and seeding to pasture and hayland. Such consent shall be attached to and form part of the lease agreement. The amount of compensation shall be an amount agreed upon by the landlord and tenant.

Title to all improvements shall vest in the landlord and no improvements shall be sold, removed, disposed of or encumbered without the written consent of the landlord.

19. Repair of Buildings, Fences and Improvements

Responsibility for normal maintenance and repair to buildings, fences and improvements shall be as follows:

Tenant's Responsibility (list items):

Landlord's Responsibility (list items):

20. Grain Stored on Land at Commencement of Lease

In the event that marketing facilities prevent the landlord from delivering the grain previously grown and stored on the said leased premises at the commencement of this lease, it is agreed that such undelivered grain may be stored on the said land for a period not exceeding _____ months after the commencement of this lease without charge for storage or interference from the tenant. However, the landlord must not deliver any other grain in priority to the grain stored on the leased premises. During this period, the landlord has the right to entry to obtain any grain or fodder which he has stored on the said property.

21. Grain Stored on Land at Termination of Lease

In the event that the harvesting and marketing conditions prevent the tenant from delivering the grain grown and stored on the leased land during the term of this lease, such grain may be harvested and removed from the landlord's property according to *The Agricultural Leaseholds Act*.

22. The tenant shall protect the said land and indemnify the landlord in regard to any and all liens and charges by reason of or in any way accruing from the construction of any building or the making of any improvements thereon done by or on behalf of the tenant.

23. The tenant shall indemnify and save harmless the landlord against all claims, liabilities, demands, damages or rights or causes of action whatever made or asserted by anyone arising out of OR incidental to this indenture or use or occupancy of the said lands and premises.

24. That if the term hereby granted or any of the goods and chattels of the tenant or his assigns shall be at any time seized or taken in execution or in attachment by any creditors of the tenant or his assigns, or if the tenant or his assigns shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or if any writ of execution shall issue against the goods and chattels of the tenant or his assigns, the then current year's rent shall immediately become due and payable, and the said term shall immediately become forfeited and void at the option of the landlord.

25. That if the rent reserved or any part thereof be in arrears whether such rent has been demanded or not, or if there be default, breach or non-observance by the tenant at any time or times of any covenant, proviso, condition or reservation herein contained, which on the part of the tenant ought to be observed or performed, whether such covenant be positive or negative, or if there be any seizure or forfeiture of the said term for any of the causes herein specified, then the landlord or his agents may enter upon the said lands and premises and thereafter have, possess and enjoy them as if his indenture had not been made, and no acceptance of rent subsequent to any breach or default other than non-payment of rent nor any condoning, excusing or overlooking by the landlord on previous occasions of breach or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition, nor in any way defeat or affect the rights of the landlord herein.

26. The tenant shall at the expiration of the said term or other sooner determination of this lease peaceably and quietly leave, surrender and yield up onto the landlord the said lands and premises in good and sufficient repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

27. If the tenant fulfils the terms and conditions of this agreement, the tenant shall and may peaceably possess and enjoy the said land for the said term, without any interruption or disturbance from the landlord or any representative of the landlord.

28. The landlord or a representative of the landlord has the right at all reasonable times to attend and inspect the said property. The landlord reserves the right of entry and exit over and upon the land in this agreement to use any land and buildings expressly excluded from this agreement.

29. If either party shall fail in any respect to carry out any of the provisions of this lease agreement, the other may have the same done, and the costs shall be paid by the party failing to carry out the said provisions.

30. Renewal

The term of this lease may be extended by mutual agreement between the landlord and tenant for a further period upon the same terms and conditions as contained herein, except as otherwise agreed in writing by the parties executing a renewal statement.

31. Incoming Tenant

An incoming tenant, purchaser or the landlord shall have the right to enter on the land contained in this agreement after harvest in the fall preceding the expiration of the said term for the purpose of preparing the land for crop.

32. Arbitration

The landlord and tenant may by mutual agreement submit any disagreement, which may arise with respect to the terms and conditions of this lease to arbitration in accordance with *The Arbitration Act*.

33. Termination

The landlord and tenant may mutually agree to terminate this lease at any time.

I, -----do hereby accept this lease of the above
(Tenant's Name)

described land to be held by me as tenant, and subject to the conditions, restrictions and covenants above set forth.

In Witness whereof the parties have set their hands and seals this _____ day of _____
___ AD 20

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:)	
)	
)	
)	
)	
)	
_____)	_____
(As to the execution by landlord))	(Signature of Landlord)
)	
AND IN THE PRESENCE OF:)	
)	
)	
)	
_____)	_____
(As to the execution by tenant))	(Signature of Tenant)

Sample Forms

Consent of Non-Owning Spouse

I, _____, non-owning spouse of _____
____ (Landlord's Spouse) (Landlord's Name)
consent to the attached disposition. I declare that I have signed this consent for the purpose of
relinquishing all my homestead rights in the property described in the above/attached disposition in
favour of _____ to the extent necessary to give effect to this lease.
(Tenant's Name)

(Signature of Non-Owning Spouse)

Certificate of Acknowledgement

I, _____
(indicate capacity)
certify that I have examined _____, non-owning spouse of
____ (Landlord's Spouse)
____, the owning spouse, in the above/attached lease
(Landlord's Name)

separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:
(a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
(b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the above/attached lease and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

(Signature)

(Lawyer, Notary Public, Justice of the
Peace, Registrar of Land Titles Office,
Local Registrar of the Court of Queen's Bench)

Affidavit of Landlord

I, _____ of _____
in the Province of Alberta, make oath and say that:

1. I am the landlord.

2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.

- or -

2. I have no spouse.

- or -

2. My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.

- or -

2. My spouse and I have entered into an interspousal agreement pursuant to *The Matrimonial Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.

- or -

2. An order has been made by Her Majesty's Court of Queen's Bench for Alberta/ Unified Family Court pursuant to *The Matrimonial Property Act* declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

- or -

2. My spouse is the landlord named in this disposition.

Sworn before me at _____)
in the Province of _____)
this _____ day of _____, 20____)

(A Commissioner for Oaths in and for the
Province of Alberta. My Commission
expires _____, 20__.)

(Signature of Landlord)

Affidavit of Execution

To Wit:

I, _____ of _____, in the
Province of Alberta, make oath and say:

1. That I was personally present and did see _____ **and**
_____ (Landlord's Name)
_____ **named** in the within instrument who are personally known
(Tenant's Name)
to me to be the persons named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at the _____ of _____
in the Province of Alberta, and I am the subscribing witness thereto.
3. That I know the said landlord and tenant and they are in my belief of the full age of eighteen years.

Sworn before me at _____)
in the Province of _____)
this _____ day of _____, 20____)
_____)
_____)
_____)
_____)
_____)
(A Commissioner for Oaths in and for the)
Province of Alberta. My Commission)
expires _____, 20____.))
_____)

(Signature of Witness)

Consent to Make Major Improvements

Re: Land Lease Agreement between _____ and
(Landlord's Name)
_____ on the following farm land and premises:
(Tenant's Name)

from _____ day of _____ AD 20 to _____ day of _____ AD 20

I, _____ do hereby authorize
Landlord's Name)
(

_____ to make the following major improvements
(Tenant's Name)

on the said land which shall become part thereof and vest in the landlord at the expiry or termination of the
lease:

In so doing, the landlord will pay the tenant the following compensation for the improvements made:

(Date) _____

(Witness) _____

(Signature of Landlord) _____

(Witness) _____

(Signature of Tenant)

Lease Renewal

We, _____ of _____ and
(Landlord's Name) (Address)

_____ of _____
being (Tenant's Name) parties to a land lease agreement for the term of _____ years from

_____ day of
_____ AD 20 to the _____ day of _____ AD 20

on the following farm land and premises:

do hereby extend the term of the said agreement for the space of _____ years from _____ day of
_____ AD 20 to the _____ day of _____ AD 20

according to the terms and conditions outlined in the said agreement unless specified differently,
that is to say:

I, _____, of _____
(Tenant's Name) (Address)

do hereby accept this lease of the above described land, to be held by me as tenant, and subject to the
conditions, restrictions and covenants set forth above.

In witness whereof the parties have set their hands and seals this _____ day of _____ AD 20

SIGNED, SEALED AND DELIVERED IN THE
PRESENCE OF:

As to the execution by landlord

AND IN THE PRESENCE OF:

As to the execution by tenant

(Signature of Landlord)

(Signature of Tenant)

Caveat

To the Registrar of the _____ **Land** Registration District.

Take notice that I, _____ of _____ claiming a
(Tenant's Name)
leasehold interest as tenant under a lease agreement between _____
and _____ on the following property (description):
(Tenant's Name)

from _____ day of _____ AD 20 to the _____ day of _____ AD 20 for-
bid the registration of any transfer or other instrument affecting such land or the granting of a certificate of
title hereto except subject to the claim herein set forth.

My address In Alberta is:

Dated this _____ day of _____ AD 20

(Signature of Tenant)

I, the above named _____

of _____

(Tenant's Name)

make oath and say:

1. That the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. That the claim mentioned in the above Caveat is not, to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purpose of delivery of any chattel or chattels within the prohibition contained in Section 151 of *The Land Titles Act*.

Sworn before me at _____)
in the Province of _____)
this _____ day of _____, 20 _____)

(A Commissioner for Oaths in and for the
Province of Alberta. My Commission
expires _____, 20 _____.)

(Signature of Tenant)

Withdrawal and Discharge of Caveat

To the Registrar of the _____ Land Registration District.

I, _____ of _____
(Tenant's Name)

do acknowledge that _____ **have** no further interest under
(Tenant's Name)

the Caveat made by _____ claiming a leasehold interest as
tenant in (land description):

which Caveat bears the date of the _____ day of _____ AD 20

_____ and was registered in the Land Titles Office for the _____

Land Registration District on the _____ day of _____ AD 20

Caveat Number _____, and that such Caveat is hereby withdrawn and discharged. In

witness whereof I have hereunto set my hand and seal this _____ day of

_____ AD 20

Signed by the above named in the presence of

(Witness) _____

}
}
}
}
}
}

(Signature of Tenant)

Appendix I: Cost Worksheet

Landlord's Cost Per Cultivated Acre

Land Investment Cost

Land value = \$_____

\$_____ per acre x _____% \$_____

Property Taxes per acre \$_____

Buildings

Building value = \$_____

\$_____ _____% = \$_____
x
(building value/acre)

Depreciation per acre

= $\frac{\text{original cost} - \text{salvage value}}{\text{years of use}}$

$\frac{(\text{_____}) - (\text{_____})}{\text{_____ years of use}}$ \$_____

Repairs/acre \$_____

Insurance/acre \$_____

Other costs \$_____

Landlord's Total Costs Per Cultivated Acre \$_____

Appendix II: Crop Share Equivalent Worksheet

Expected income

Crop	Acres	x	Yield	x	Price	Total Income
_____	_____	x	_____	x	_____	_____
_____	_____	x	_____	x	_____	_____
_____	_____	x	_____	x	_____	_____
_____	_____	x	_____	x	_____ =	_____
_____	_____	x	_____	x	_____ =	_____
_____	_____	x	_____	x	_____	_____

Other Income _____

Total Expected Income _____(A)

Landlord's Share = _____ x _____% _____(B)
 (Amount A) (1/3, 1/4, or % Share)

Discount Amount = _____ x _____% _____(C)
 (Amount B) (% Discount)

Suggested Rent (B-C) = _____



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Cash Lease Agreements
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Pasture Lease Agreement

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Introduction

Leasing private pasture land is a common arrangement in Saskatchewan. A lease agreement is a legal document that sets out the terms of an agreement between a landlord and tenant. There are many items and conditions that need to be included as terms of an agreement. The landlord and tenant must carefully examine the terms and conditions to ensure that they are acceptable to both parties. This publication provides sample clauses for a pasture lease agreement. Also included are samples of various forms which may be needed as part of a lease agreement.

In most pasture lease arrangements, the landlord supplies the pasture land and the tenant supplies the livestock. The most common agreement is cash rental, where the tenant pays the landlord a fixed sum each year, and the tenant in turn receives all the income produced from the pasture (income from weight gain or offspring). The major contributions to this arrangement are the land and the cattle, but there are usually other costs such as fencing and taxes, and there may be other revenues such as government payments. A proper lease will determine in advance how all costs and income are to be treated.

Carrying Capacity

This publication is not intended to provide recommendations on rating carrying capacity or stocking rates. The tables in Appendix I, II and III are to be used as a guideline only.

The standard of measurement for carrying capacity is the animal unit month. An animal unit month

(AUM) is the amount of feed consumed by one animal unit in one month. One animal is considered to be one mature cow which consumes about 27 pounds of forage per day. One animal unit is equal to one of the following:

- 1 mature cow (1000 lb.) with or without unweaned calf at side
- 2 weaned calves
- 1.25 yearling heifers or steers
- 0.75 bulls over 2 years old
- 0.7 horses (1000 lb.)
- 0.45 horses (1500 lb.)
- 8 weaned lambs, kids under 1 year old
- 5 ewes or does
- 4 rams or bucks
- 4 white-tail deer (160 lb.)
- 5 antelope (120 lb.)

Two terms used with pasture leases are carrying capacity and stocking rate. Carrying capacity is the average number of grazing animals that can graze the forage year after year without damaging the vegetation or soil. Stocking rate is the actual number of animals or animal units on a specific range area or field for a specific period of time, usually a grazing season. Carrying capacity does not fluctuate yearly while stocking rate does fluctuate yearly in response to the amount of forage production based on climatic conditions.

Pasture productivity varies greatly depending upon range condition, type of vegetation, soil type and climatic conditions. Other important issues which directly relate to carrying capacity is herd distribution and what can be done to improve the distribution, water (both quality and distribution), fencing, salt and minerals. The landlord and tenant can also look at the option of fertilizing forages to increase productivity or improve herd distribution. The landlord and tenant also need to determine how they will deal with drought, if it arises.

Most pastures are rented for the entire season, but in some cases, short-season pasture may be available. For these arrangements, the use of rents based on animal unit months are recommended.

Calculating Rental Rates

There are several methods which landlords and tenants can use to determine pasture rental rates. First, tenants and landlords need to determine the property's carrying capacity. Complete Appendix II to determine the costs of both parties. Then rents can be based on one of the following:

1. per acre of pasture,
2. per head of livestock,
3. per AUM (per head per month of grazing),
4. income sharing based on predetermined shares,
or
5. market approach.

1. Per Acre

This type of lease is based on landlord costs. It takes into consideration the landlord's investment and costs. Landlords want to ensure that the pasture is not over-grazed while a tenant wants to get the maximum use from the available grass. These trade-offs are complicated by the fact that pasture capacities and the length of season vary greatly from year to year. It is suggested that leases of this type stipulate the maximum number of head of livestock and the dates when the stock are to be added or removed from the pasture. A longer term lease provides greater incentive for the tenant to practice responsible range management.

The downside with this type of lease is that, if drought affects production, the rent remains the same and forces the tenant to make a tough decision.

Example 1.1 - Per Acre

(Land cost + fence cost + water cost) x interest rate
divided by acres = owner's cost = rent
(See Appendix I on how to calculate landlord's cost)

\$1,731.00/160 ac. = \$10.82/acre

2. Per Head

This type of lease has the advantage of compensating the pasture owner, based on the number of livestock brought to the pasture. The lease should stipulate the dates under which the livestock should be added or removed from the pasture. As a benefit over the per acre based rental, if drought reduces forage production, the rent can be adjusted because fewer animals grazed the land. This type of lease can be made to be more flexible from year to year. As such, it can provide a direct incentive to manage the resource properly.

Example 2.1 - Per Head

Landlord's cost divided by carrying capacity = rent
per head

$\frac{\$10.82 \times 160 \text{ ac.}}{25 \text{ head/quarter}} = \$69.25/\text{head}$

3. Per AUM (per Head per Month)

This lease bases rents on the amount of grazing which is available annually, and because of this is very similar to a per head calculation. The advantage is that the AUM is a common measuring tool in stocking rates and easily converts between bulls, or 1500 lb. cows or 1000 lb. cows with calves. A per head calculation is not as flexible in that way. The number of AUMs is stipulated in the lease and the date of stocking and removal can be set by the

landlord each year. This can have the advantage to the owner of protecting the pasture condition by controlling the length of season. The rent can be based on the actual length and thus actual AUM utilized or can be pre-determined and fixed at five or six months. This means the rent can vary from year to year or can be fixed.

Example 3.1 - **Per AUM**

$\frac{\text{Owner's cost/ac}}{\text{AUMs/ac}} = \text{rent/AUM}$

$$\frac{\$10.82}{0.94 \text{ AUM/ac}} = \$11.51/\text{AUM}$$

4. Income Sharing Based on Contributions

This methodology looks at the potential production that is generated off the land with the rent, then based on the value of the meat (pounds of gain) or animals produced (calf-share or steer-share). This type of lease is more complex to calculate, but is often viewed as a fair approach. There may also be situations where the pasture owner is interested in income-sharing for tax management reasons or wants to build up his own herd. It is also an arrangement where the landlord accepts some of the production risk.

In the following example, the annual pasture rent would be 13.6% of the value of the calves or animals produced. Rents can be based on forecasted projections of price and pounds of gain or can be based on actual production figures. In this case, rents would vary according to the pasture conditions and market returns which has distinct advantages for a tenant over some other options.

Example 4.1 – **Based on estimated production**

See the contributions worksheet in Appendix I. The number of calves is estimated, growth in pounds is estimated and valued (price per pound). The rent is paid as a percentage of the production (the percentage contributed by the landlord. In this case the landlord receives 13.6% of the production or:

$$24 \text{ calves} \times 375 \text{ lb.} \times \$1.10 \times 13.6\% = \$1,346.40$$

Example 4.2 – **Based on actual production**

(Value of livestock at the end of the season – value of livestock at the start of the season) x per cent share = rent (can be cash or share of live animals)

$$\text{Sept. 15: } 24 \text{ feeders} \times 900 \text{ lb.} \times \$0.95 = \$20,520$$

$$\text{May 1: } \text{Minus } 25 \text{ feeders} \times 600 \text{ lb.} \times \$1.00 = \$15,000$$

$$\text{Rent} = (\$20,520 - \$15,000) \times 13.6\%$$

$$\text{Rent} = \$5,520 \times 13.6\% = \$750.72$$

5. Market Approach

The market approach is based on what other pasture rental agreements are in the local community. Talking to neighbours and others who rent land can provide valuable information to determine what is happening locally. Both parties need to work through the calculations to determine if the community standards are acceptable.

Another way to find out about the local market is to advertise and call for tenders where the interested people, in writing, tell what they would offer. This call for tenders method is more common among landlords who no longer live in the area and do not have a good sense of what local rents are.

Completing a Lease Agreement

1. Read this publication and study the sample clauses carefully to determine the impacts of each clause. Consult with your lawyer and agrologist.
2. Calculate what you think is an equitable rent arrangement. Examples and worksheets are included to serve as guidelines in calculating the contributions of each party to the arrangement. Working through these worksheets with the tenant or landlord will help to ensure that an equitable rent arrangement is established.
3. The landlord or tenant should meet, if possible, to discuss the terms of a prospective lease, deciding which clauses are needed and deleting the ones which are not needed. Make changes where desired and have one party draft the prospective agreement.
4. Each party should then consult their own lawyer to determine final wording to meet the needs of both parties. Both parties sign the final copy in duplicate.
5. The landlord and lawyer should ensure that the requirements of *The Homesteads Act* are fulfilled. This Act requires that the landlord's non-owning spouse give written consent. A sample form, *Consent of Non-Ownning Spouse*, is provided. A homestead is any land(s) upon which the spouses have lived since their marriage in which the owning spouse has an equity interest. A person may have several homesteads.

The Act also requires that the non-owning spouse appear before a solicitor, notary public, Justice of the Peace, Registrar of Land Titles, local registrar of the Court of Queen's Bench or district court judge to have the *Certificate of Acknowledgement* completed. This is to ensure

that the non-owning spouse understands his/her rights in the homestead and that he/she signs the lease agreement and *Consent of Non-Ownning Spouse* of his/her own free will and consent and without any compulsion on the part of the owning spouse.

Complete the *Affidavit of Landlord* form if the landlord has no spouse, or if the land in the agreement has never been part of a homestead, or if the homestead rights of the landlord's spouse were relinquished by an interspousal agreement or Court Order pursuant to *The Matrimonial Property Act*.

6. It is good practice to have the witness complete an *Affidavit of Execution* that confirms both parties completed the agreement.
7. If required now, or when needed in the future, the tenant and landlord can complete a *Consent to Make Major Improvements* form prior to making any major improvements. It should be clearly outlined what buildings or improvements are to be made, who will pay the cost of materials and how the tenant will be compensated for his labour or any costs which he may incur. Attach one copy of the form to each copy of the lease agreement.
8. A tenant may wish to ensure the agreement remains in effect if the land is sold to another party. To do this, the tenant can file a caveat with the appropriate Registrar of Land Titles. The Land Titles Office can help with submitting the correct documentation to file the caveat.
9. If the lease contains a renewal clause, the landlord and tenant can utilize the *Lease Renewal* form, the *Consent of Non-Ownning Spouse* form or *Affidavit of Landlord* form, and the *Affidavit of Execution* form to renew the lease agreement. All clauses in the lease

agreement should be reviewed and adjusted as required. A caveat would have to be re-filed for the new lease.

10. The *Withdrawal and Discharge of Caveat* form is used to remove a caveat from the certificate of title.

Other Issues

Liability protection for both the landlord and tenant is becoming an important issue. Failure by a tenant to adhere to some environmental law could impact both parties. A landlord should address these issues in the lease. An example of this is the issue of manure management. In the agreement, a clause

dealing with manure management should refer to soil test recommendations as the measuring tool as well as protecting against nutrient loading. In all cases, the amount of manure, fertilizer or soil amendments should be restricted so that overloading does not occur.

Another issue is smoke from burning of grass or forages. If this smoke causes an accident on a roadway, those responsible for the fire may be held liable, including a landlord. The issue is to try to take steps to protect against legal actions caused by one of the parties. As stated many times in this publication, consultation with a lawyer is recommended.

Coping with drought and/or overgrazing is another area over which a landlord may wish to have the flexibility to exercise some control. Overgrazing can result in permanent damage to the forage stand and in turn reduce future rentals or sale value.

Pasture Lease Agreement

This lease made in duplicate the _____ day of _____ AD 20_____

Between

_____ of _____
(Landlord's Name) (Address)

in the Province of Alberta hereinafter called the "landlord" being the registered owner or the purchaser under an Agreement for Sale of Land described below.

- and -

_____ of _____
(Tenant's Name) (Address)

in the Province of Alberta hereinafter called the "tenant."

1. **Witness that in consideration of the rents**, covenants, promises and agreements contained in this lease on the part of the tenant to be paid, observed and performed, the landlord does hereby lease to the tenant the following farm lands and premises situated in the Province of Alberta, that is to say:

Land (legal description):

hereinafter called "the land."

Together with the following portable buildings, namely:

Portable Buildings:

Excepting and reserving unto the landlord the following lands and buildings, namely:

Lands Reserved:

Buildings Reserved:

2. Term

This lease shall continue in force on the said land and premises for and during the term of _____ years from the _____ day of _____ AD 20____ to the _____ day of _____ AD 20_____.

Any overholding by the tenant shall be considered a trespass.

3. Rental

Cash rental of \$ _____ for use of the said land during the term of this lease, to be paid on or before _____ each year.
(Date)

- or -

4. Alberta Laws Apply

The contents of this agreement shall for all purposes be construed according to the laws of the Province of Alberta and any cause of action arising hereunder shall be entered and tried in the judicial centre serving the area of Alberta in which the land of this agreement is located.

5. Landlord and Tenant Definitions

The terms "landlord" and "tenant" shall include their heirs, executors, administrators, successors and assigns in the singular or plural number and feminine or masculine gender when the context or the parties so require and all the covenants shall be construed as being joint and several.

6. Resource Protection

The tenant shall:

- a) raise livestock and control weeds and insects on the land in a sustainable manner;
- b) use pesticides in accordance with labelled directions.

The tenant shall not:

- a) allow overgrazing of any of the land that is in grass or forages;
- b) overload nutrient levels on the land or adjacent water bodies;
- c) allow pesticide to drift on to non target lands, including adjacent lands and waterways;
- d) accumulate, permit or allow the accumulation of any waste material, debris, refuse or garbage; and allow any site contamination such as, but not limited to, chemicals, oil spills, hydro carbons or any other waste materials on the land or adjacent water bodies.

7. Use of the Land

The tenant will use the lands and premises for the purpose of pasturing of livestock or forage production, and the tenant shall not, without the written consent of the landlord:

- a) sublet, or assign this lease, or any part thereof, or any interest therein without obtaining the written consent of the landlord to the sublease or assignment;
- b) change the natural course of any waterways on the said land;
- c) cut down trees growing upon the land, nor will he permit any other person to do so;
- d) allow the entry of any persons for the purpose of outfitting, eco-tourism, picking of berries or flowers or any such plant materials;
- e) remove any sand, gravel, clay, stone or other such substances existing on, or under the surface of said land;
- f) bring into cultivation any new lands.

8. Insurance

Insurance on all leased buildings in this agreement shall be the responsibility of the landlord.

9. Compensation for Oil and Gas, Utilities, Roads, and Rights-of-Way

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations, or road construction, shall accrue to the party that has suffered the loss. The landlord will have the final say on who has suffered the loss except as follows:

- a) where the compensation is for damage to the forage production, where the carrying capacity is reduced, compensation will be paid to the tenant.
- b) where the compensation is for work completed by the tenant such as, but not limited to, fence reconstruction, grass reseeding or top soil levelling, the compensation will be paid to the tenant.
- c) where the compensation is for the creation of a nuisance situation such as, but not limited to, gates being left open, dust or noise, the compensation will be paid to the tenant.
- d) where the compensation is for a decrease in the land's value such as, but not limited to, loss of acres from the development, severing a parcel of land or top soil disturbance, the payment shall be made to the landlord.

- or -

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations, or road construction, shall accrue to the landlord.

- or -

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations or road construction, the landlord and tenant shall, by mutual agreement, determine which party is to receive the compensation. If mutual agreement cannot be reached, it shall be submitted to arbitration in accordance with *The Arbitration Act*.

10. Taxes

The cost of all municipal and school taxes on the land included in this lease shall be paid by the landlord.

11. Improvements

The tenant shall not make major improvements, other than what is considered normal repair and maintenance, to the leased land or any other assets identified in this agreement without written permission of the landlord. Major improvements, which without restricting the generality of the term, shall include water development, erosion control, fencing and building construction, clearing, breaking, and seeding to pasture and hayland. Such consent shall be attached to and form part of the lease agreement. The amount of compensation shall be an amount agreed upon by the landlord and tenant.

Title to all improvements shall vest in the landlord and no improvements shall be sold, removed, disposed of or encumbered without the written consent of the landlord.

12. Repair of Buildings, Fences and Improvements

Responsibility for normal maintenance and repair to buildings, fences and improvements shall be as follows:

Tenant's Responsibility (list items):

Landlord's Responsibility (list items):

13. The tenant shall protect the said land and indemnify the landlord in regard to any and all liens and charges by reason of or in any way accruing from the construction of any building or the making of any improvements thereon done by or on behalf of the tenant.

14. The tenant shall indemnify and save harmless the landlord against all claims, liabilities, demands, damages or rights or causes of action whatever made or asserted by anyone arising out of or incidental to this indenture or use or occupancy of the said lands and premises.

15. That if the term hereby granted or any of the goods and chattels of the tenant or his assigns shall be at any time seized or taken in execution or in attachment by any creditors of the tenant or his assigns, or if the tenant or his assigns shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or if any writ of execution shall issue against the goods and chattels of the tenant or his assigns, the then

current year's rent shall immediately become due and payable, and the said term shall immediately become forfeited and void at the option of the landlord.

16. That if the rent reserved or any part thereof be in arrears whether such rent has been demanded or not, or if there be default, breach or non-observance by the tenant at any time or times of any covenant, proviso, condition or reservation herein contained, which on the part of the tenant ought to be observed or performed, whether such covenant be positive or negative, or if there be any seizure or forfeiture of the said term for any of the causes herein specified, then the landlord or his agents may enter upon the said lands and premises and thereafter have, possess and enjoy them as if his indenture had not been made, and no acceptance of rent subsequent to any breach or default other than non-payment of rent nor any condoning, excusing or overlooking by the landlord on previous occasions of breach or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition, nor in any way defeat or affect the rights of the landlord herein.

17. The tenant shall at the expiration of the said term or other sooner determination of this lease peaceably and quietly leave, surrender and yield up unto the landlord the said lands and premises in good and sufficient repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

18. If the tenant fulfils the terms and conditions of this agreement, the tenant shall and may peaceably possess and enjoy the said land for the said term, without any interruption or disturbance from the landlord or any representative of the landlord.

19. The landlord or a representative of the landlord has the right at all reasonable times to attend and inspect the said property. The landlord reserves the right of entry and exit over and upon the land in this agreement to use any land and buildings expressly excluded from this agreement.

20. If either party shall fail in any respect to carry out any of the provisions of this lease agreement, the other may have the same done, and the costs shall be paid by the party failing to carry out the said provisions.

21. Renewal

The term of this lease may be extended by mutual agreement between the landlord and tenant for a further period upon the same terms and conditions as contained herein, except as otherwise agreed in writing by the parties executing a renewal statement.

22. Arbitration

The landlord and tenant may by mutual agreement submit any disagreement, which may arise with respect to the terms and conditions of this lease, to arbitration in accordance with *The Arbitration Act*.

23. Termination

The landlord and tenant may mutually agree to terminate this lease at any time.

I, _____ do hereby accept this lease of the above
(Tenant's Name)
described land to be held by me as tenant, and subject to the conditions, restrictions and covenants
above set forth.

In Witness whereof the parties have set their hands and seals this _____ day of _____

AD 20____.

SIGNED, SEALED AND DELIVERED IN THE
PRESENCE OF:

As to the execution by landlord

(Signature of Landlord)

AND IN THE PRESENCE OF:

As to the execution by tenant

(Signature of Tenant)

Consent of Non-Owning Spouse

I, _____, non-owning spouse of _____
(Landlord's Spouse) (Landlord's Name)
consent to the attached disposition. I declare that I have signed this consent for the purpose of
relinquishing all my homestead rights in the property described in the above/attached disposition in
favour of _____ to the extent necessary to give effect to this lease.
(Tenant's Name)

Signature of Non-Owning Spouse

Certificate of Acknowledgement

I, _____, _____,
(indicate capacity)
certify that I have examined _____, non-owning spouse of
(Landlord's Spouse)
_____, the owning spouse, in the above/attached lease
(Landlord's Name)
separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or
she:
(a) signed the consent to the disposition of his or her own free will and consent and without any
compulsion on the part of the owning spouse; and
(b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the above/attached
lease and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction
involved.

Signature

(Lawyer, Notary Public, Justice of the
Peace, Registrar of Land Titles Office,
Local Registrar of the Court of Queen's Bench

Affidavit of Landlord

I, _____ of _____,
in the Province of Alberta, make oath and say that:

1. I am the landlord.
2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.

- or -

2. I have no spouse.

- or -

2. My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.

- or -

2. My spouse and I have entered into an interspousal agreement pursuant to *The Matrimonial Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.

- or -

2. An order has been made by Her Majesty's Court of Queen's Bench for Alberta/Unified Family Court pursuant to *The Matrimonial Property Act* declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

- or -

2. My spouse is the landlord named in this disposition.

Sworn before me at _____)
in the Province of _____)
this _____ day of _____, 20____.)

(A Commissioner for Oaths in and for the)
Province of Alberta. My Commission)
expires _____, 20____.)

(Signature of Landlord)

Affidavit of Execution

To Wit:

I, _____ of _____,
in the Province of Alberta, make oath and say:

1. That I was personally present and did see _____ and
(Landlord's Name)
_____ named in the within instrument who are personally known
(Tenant's Name)
to me to be the persons named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at the _____ of _____,
in the Province of Alberta, and I am the subscribing witness thereto.
3. That I know the said landlord and tenant and they are in my belief of the full age of eighteen
years.

Sworn before me at _____)
in the Province of _____)
this _____ day of _____, 20____.)
)
)
)
)
)
)
(A Commissioner for Oaths in and for the)
Province of Alberta. My Commission)
expires _____, 20____.))
)

(Signature of Witness)

Consent to Make Major Improvements

Re: Land Lease Agreement between _____ and
(Landlord's Name)
_____ on the following farm land and premises:
(Tenant's Name)

from _____ day of _____ AD 20__ to _____ day of _____ AD 20__.

I, _____ do hereby authorize
(Landlord's Name)
_____ to make the following
(Tenant's Name)
major improvements on the said land which shall become part thereof and vest in the landlord at the
expiry or termination of the lease:

In so doing, the landlord will pay the tenant the following compensation for the improvements made:

(Date)

(Witness)

(Witness)

(Signature of Landlord)

(Signature of Tenant)

Lease Renewal

We, _____ of _____ and
(Landlord's Name) (Address)

_____ of _____,
(Tenant's Name) (Address)

being parties to a land lease agreement for the term of _____ years from _____ day of _____ AD 20 _____ to the _____ day of _____ AD 20 _____ on the following farm land and premises:

do hereby extend the term of the said agreement for the space of _____ years from _____ day of _____ AD 20 _____ to the _____ day of _____ AD 20 _____

according to the terms and conditions outlined in the said agreement unless specified differently, that is to say:

I, _____, of _____,
(Tenant's Name) (Address)

do hereby accept this lease of the above described land, to be held by me as tenant, and subject to the conditions, restrictions and covenants set forth above.

In witness whereof the parties have set their hands and seals this _____ day of _____ AD 20 _____.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:)

As to the execution by landlord

(Signature of Landlord)

AND IN THE PRESENCE OF:)

As to the execution by tenant

(Signature of Tenant)

Caveat

To the Registrar of the _____ Land Registration District.

Take notice that I, _____ of _____ claiming
a (Tenant's Name)
leasehold interest as tenant under a lease agreement between _____
(Landlord's Name)
and _____ on the following property (description):
(Tenant's Name)

from _____ day of _____ AD 20____ to the _____ day of _____ AD 20____
forbid the registration of any transfer or other instrument affecting such land or the granting of a
certificate of title hereto except subject to the claim herein set forth.

My address in Alberta is:

Dated this _____ day of _____ AD 20____.

(Signature of Tenant)

I, the above named _____ of _____
(Tenant's Name) (Address)
make oath and say:

1. That the allegations in the above Caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. That the claim mentioned in the above Caveat is not, to the best of my knowledge, information and belief founded upon a writing or a written order, contract or agreement for the purpose of delivery of any chattel or chattels within the prohibition contained in Section 151 of *The Land Titles Act*.

Sworn before me at _____)
in the Province of _____)
this _____ day of _____, 20____.)

(A Commissioner for Oaths in and for the
Province of Alberta. My Commission
expires _____, 20____.)

(Signature of Tenant)

Withdrawal and Discharge of Caveat

To the Registrar of the _____ Land Registration District.

I, _____ of _____,
(Tenant's Name) (Address)

do acknowledge that _____ have no further interest under
(Tenant's Name)

the Caveat made by _____ claiming a leasehold interest as
tenant in (land description):

which Caveat bears the date of the _____ day of _____ AD 20 ____

and was registered in the Land Titles Office for the _____

Land Registration District on the _____ day of _____ AD20 ____.

Caveat Number _____, and that such Caveat is hereby withdrawn and discharged. In

witness whereof I have hereunto set my hand and seal this _____ day of

_____ AD 20 ____.

Signed by the above named in the presence of

)
)
)
)
)
)
)
)

(Witness)

(Signature of Tenant)

Appendix I: Contributions Worksheet (EXAMPLE ONLY)

Tenant's Costs per Animal:				
	Sample Farm		Your Farm	
	For 25 Cows		Total	Per Cow
Operating Costs	Total	Per Cow		
Feed	\$2851.00	\$114.04	_____	_____
Bedding	250.00	10.00	_____	_____
Veterinary & Medicine	611.25	24.45	_____	_____
Breeding	703.50	28.14	_____	_____
Herd Replacement	1500.00	60.00	_____	_____
Death Loss	275.00	11.00	_____	_____
Marketing	584.25	23.37	_____	_____
Fuel, Lube & Repairs	300.00	12.00	_____	_____
Manure Removal	375.00	15.00	_____	_____
Facility & Fence	246.25	9.85	_____	_____
Miscellaneous	<u>125.00</u>	<u>5.00</u>	_____	_____
Subtotal Operating	7821.25	312.85	_____	_____
Operating Interest	<u>391.06</u>	<u>15.64</u>	_____	_____
Total Operating	8212.31	328.49	_____	_____
Fixed Costs				
Depreciation				
Facilities	392.25	15.69	_____	_____
Equipment	359.25	14.37	_____	_____
Interest on Investment				
Facilities	274.50	10.98	_____	_____
Equipment	177.75	7.11	_____	_____
Breeding Herd	<u>1575.00</u>	<u>63.00</u>	_____	_____
Total Fixed Costs	2778.75	111.15	_____	_____
Total Costs	\$10991.00	\$439.64	_____	_____

The above figures were developed for a 160 acre parcel, carrying capacity is assumed to be 25 head for six months (total 150 AUM or 0.94 AUM/ac.).

Landlord's Costs per Animal				
	Benchmark Farm		Your Farm	
	Total	Per Cow	Total	Per Cow
Fence	\$660.00	\$26.40	_____	_____
Water	330.00	13.20	_____	_____
Land				
Interest on Investment	1500.00	60.00	_____	_____
Taxes	300.00	12.00	_____	_____
Total Landlord's Costs	\$2790.00	\$11.60	_____	_____

The above figures were developed for a 160 acre parcel, fenced on all four sides with one dugout. The land was valued at \$20,000 with taxes set at \$1.25/acre.

Fence Costs

Depreciation

Original cost	\$3500/mile
Salvage value	500/mile
Years of use	20
Total	\$150/mile

Interest on Investment

Original cost	\$3500/mile
Salvage value	500/mile
Interest rate	6%
Total	\$180/mile

Total fence costs = 2 miles at \$330/mile = \$660

Water Development Costs

Depreciation

Original cost	\$3500
Salvage value	500
Years of use	20
Total	\$150/dugout

Interest on Investment

Original cost	\$3500
Salvage value	500
Interest rate	6%
Total	\$180/dugout

Total water costs = \$330/dugout

Land

Value of land	\$30,000.00
Investment rate	5%
Investment cost	1500.00
Taxes	300.00
Total land costs	1800.00

By the contributions approach, the final outcome of this example is that the tenant contributes \$439.64/cow or 80%; the landlord contributes \$111.60/cow or 20%.

APPENDIX II: Stocking Rate Guide for Native Pastures

**Table 1. Recommended Stocking Rates (AUM/acre)
for the Dry Areas in the Brown Soil Zone**

Range Sites	Range Condition			
	Excellent	Good	Fair	Poor
Clayey	0.25	0.20	0.16	0.13
Loamy	0.26	0.20	0.16	0.13
Sandy	0.20	0.16	0.13	0.10
Sand	0.20	0.16	0.13	0.10
Dune Sand	0.15	0.12	0.10	0.08
Saline Upland	0.15	0.12	0.10	0.08
Gravelly	0.15	0.12	0.10	0.08
Saline Lowland	0.25	0.20	0.16	0.13
Wetland	0.60	0.48	0.38	0.30

**Table 2. Recommended Stocking Rates (AUM/acre)
for the Moist Areas in the Brown Soil Zone**

Range Sites	Range Condition			
	Excellent	Good	Fair	Poor
Clayey	0.35	0.28	0.22	0.17
Loamy	0.35	0.28	0.22	0.17
Sandy	0.30	0.24	0.19	0.15
Sand	0.30	0.24	0.19	0.15
Dune Sand	0.20	0.16	0.13	0.10
Saline Upland	0.20	0.16	0.13	0.10
Gravelly	0.20	0.16	0.13	0.10
Saline Lowlan	0.36	0.28	0.22	0.17
Wetland	0.70	0.56	0.45	0.36

**Table 3. Recommended Stocking Rates (AUM/acre)
for the Nonwooded Areas in the Dark Brown Soil Zone**

Range Sites	Range Condition			
	Excellent	Good	Fair	Poor
Clayey	0.45	0.36	0.29	0.23
Loamy	0.45	0.36	0.29	0.23
Sandy	0.40	0.32	0.26	0.21
Sand	0.40	0.32	0.26	0.21
Dune Sand	0.30	0.24	0.19	0.15
Saline Upland	0.25	0.20	0.16	0.13
Gravelly	0.25	0.20	0.16	0.13
Saline Lowland	0.45	0.36	0.29	0.23
Wetland	0.80	0.64	0.51	0.41

**Table 4. Recommended Stocking Rates (AUM/acre)
for the Nonwooded Areas in the Black Soil Zone.**

Range Sites	Range Condition			
	Excellent	Good	Fair	Poor
Clayey	0.55	0.44	0.35	0.28
Loamy	0.55	0.44	0.35	0.28
Sandy	0.45	0.36	0.29	0.23
Sand	0.45	0.36	0.29	0.23
Dune Sand	0.30	0.24	0.19	0.15
Saline Upland	0.30	0.24	0.19	0.15
Gravelly	0.30	0.24	0.19	0.15
Saline lowland	0.55	0.44	0.35	0.28
Wetland	0.90	0.72	0.58	0.46

**Table 5. Recommended Stocking Rates*(AUM/acre)
for Wooded Areas**

Vegetation or Site	Soil Zone			
	Dark Brown	Black	Dark Gray	Gray
ASPEN				
Normal Upland	0.10	0.10	0.15	0.15
Dune Sand	0.10	0.20	0.15	0.15
Closed Depression	0.10	0.20	0.15	0.15
Thin	N/A	0.10	0.10	0.10
CLEARED				
Nonseeded	N/A	-----	0.40	0.40
OTHERS				
Wetland	N/A	N/A	0.40	0.40

*Rates are for stands in satisfactory conditions.
N/A: Not applicable, see the previous two tables.
---- No data or sites are not common

**Table 6. Suggested Reduction in Cattle Carrying Capacity
According to Percentage Slope**

% Slope	% Reduction in Carrying Capacity
0 - 10	No Reduction
11 -30	30
31- 60	60
over 60	100
	(Ungrazable)

**Table 7. Suggested Reduction in Carrying Capacity
According to Distance From Water**

Distance from Water (km)	% Reduction in Carrying Capacity
0 - 1,5	None
1,5 - 3	50
> 3	100
	(Ungrazable)

Source : Zoheir Abouguendia, Range Plan Development, New Pastures and
Grazing Technologies Project, 1990

APPENDIX III: Stocking Rate Guide for Seeded Pastures

SEEDED PASTURE CONDITION CLASSES		
CONDITION	STOCKING RATE	CRITERIA
Excellent	133% of good pasture	1. 95% of the production coming from desirable species. 2. Less than 5% of the total production coming from weeds or undesirable plants. 3. Less than 1% exposed soil and more than 95% litter cover.
Good	100% of good pasture	1. 75-94% of the production coming from desirable species. 2. Less than 10% of the production coming from weeds or undesirable plants. 3. Less than 5% exposed soil and over 95% litter cover.
Fair	67% of good pasture	1. 51-74% of the production coming from desirable species. 2. 25% or more of the total production coming from weeds or undesirable plants. 3. Less than 5% exposed soil and greater than 75% litter cover.
Poor	33% of good pasture	1. Less than 50% of the production coming from desirable species. 2. 50% or more of the total production coming from weeds or undesirable plants. 3. Exposed soil and a lack of litter is a management concern. 4. Should be cultivated and reseeded to desirable grasses and legumes.

Above table was adapted from G. Ehlert, Alberta Agriculture, 1990.

Initial Stocking Rates (AUM/acre) for Crested Wheat Grass in Good Condition						
Soil Zone	Soil Texture					
	Medium and Heavy			Light		
	Stand Age in Years					
	1–3	4–6	7+	1–3	4–6	7+
Brown	0.9	0.7	0.4	0.6	0.5	0.4
Dark Brown	1.4	1.1	0.7	1.2	0.9	0.6
Black & Grey	1.8	1.4	0.9	1.6	1.2	0.8

Initial Stocking Rates (AUM/acre) for Altı Wildrye Grass in Good Condition						
Soil Zone	Soil Texture					
	Medium and Heavy			Light		
	Stand Age in Years					
1–3	4-6	7+	1-3	4-6	7+	
Brown	0.7	0.5	0.3	0.6	0.4	0.3
Dark Brown	1.4	1.1	0.7	1.2	0.9	0.6
Black & Grey	1.0	0.8	0.5	0.9	0.7	0.5

Initial Stocking Rates (AUM/acre) for Smooth-Brome Grass in Good Condition						
Soil Zone	Soil Texture					
	Medium and Heavy			Light		
	Stand Age in Years					
	1–3	4–6	7+	1-3	4-6	7+
Brown	0.6	0.5	0.3	0.5	0.4	0.3
Dark Brown	1.4	1.0	0.7	1.2	0.9	0.6
Black & Grey	1.6	1.2	0.8	1.5	1.1	0.7

Initial Stocking Rates (AUM/acre) for Russian Wild Rye Grass in Good Condition						
Soil Zone	Soil Texture					
	Medium and Heavy			Light		
	Stand Age in Years					
	1-3	4-6	7+	1-3	4-6	7+
Brown	0.8	0.6	0.5	0.7	0.5	0.3
Dark Brown	1.0	0.7	0.5	0.9	0.6	0.4
Black & Grey	0.8	0.6	0.4	0.7	0.6	0.4



REQUEST FOR DECISION

SUBJECT: **2021 Agricultural Service Board Annual Report**
SUBMISSION TO: AGRICULTURAL SERVICES BOARD REVIEWED AND APPROVED FOR SUBMISSION
MEETING DATE: February 23, 2022 CAO: MANAGER: SK
DEPARTMENT: AGRICULTURE DIR: PRESENTER: SK
STRATEGIC PLAN: Level of Service LEG:

RELEVANT LEGISLATION:

Provincial (cite) – Agricultural Service Board Act (RSA 2000, C. 8-10)

Council Bylaw/Policy (cite) – Greenview Bylaw 97- 224

RECOMMENDED ACTION:

MOTION: That the Agricultural Service Board recommend Council accept the 2021 Agricultural Service Board Annual Report, as presented.

BACKGROUND/PROPOSAL:

The Agricultural Service Board Act (RSA 2000, C. 8-10) states the following:

Summary of activities

4 A board must present a summary of its activities for the preceding year to the council in a form acceptable to the council containing the information required by the council. RSA 1980 cA-11 s6;1994 cM-26.1 s642(3);1997 c1 s5

Greenview Bylaw 97-224 states the following:

7 – RESPONSIBILITIES AND FUNCTIONS

7.3 The Agricultural Service Board shall provide to Council a summary of its activities for the preceding year prior to March 31st in each year.

In compliance with the Provincial Legislation regarding a summary report from the Agricultural Service Board be presented to Council and Greenview Bylaw 97-224 further requirement that this report be presented to Council no later than March 31st, Administration recommends the Agricultural Service Board approve of the report and recommend Council accept the report for information purposes.

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the recommended action is that the Agricultural Service Board is compliant with the Agricultural Service Board Act (RSA 2000, C. 8-10) and Greenview Bylaw 97-224.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to the recommended action.

ALTERNATIVES CONSIDERED:

Alternative #1: The Agricultural Service Board may choose to alter or deny the recommended motion.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

Once the Agricultural Service Board has made a decision, Administration will bring the Report to Council for approval.

ATTACHMENT(S):

- 2021 Annual Report – Agricultural Services



2021

ANNUAL REPORT

AGRICULTURAL SERVICES

Agricultural Service Board

Agricultural Service Board Act is the legislation in which the Agricultural Service Board receives their mandate. Agricultural Services is the administrator of the Agricultural Service Board.

The Manager and overall Agricultural Services Department is accountable to the Director of Community Services and provides support to the Agricultural Service Board (ASB) to implement their decisions, deliver their programming, and enforce applicable legislation. The **Agricultural Service Board Act** empowers the Board, and the Board is responsible for municipal adherence to the following legislation:

- Alberta Soil Conservation Act
- Alberta Agricultural Pests Act
- Alberta Weed Control Act
- *Support and adherence to Alberta Animal Health Act*

In 2021, 10 Agricultural Service Board meetings were held. Policy updates included Policy 6307- Veterinary Services Incorporated and Policy 6308 Clubroot of Canola. The Agricultural Service Board has passed reviews and revisions for Policy 6305- Rental Equipment. An annual policy review schedule was created to assist the board in review of relevant policies in a timely fashion.

The board reviewed Provincial ASB Resolution Grading and Greenview's ratings of resolution responses was submitted to the Provincial ASB Committee.

Agricultural Rental Equipment Program

Rentals were very busy despite breakdowns this season. Daily rentals were up compared to the previous year by almost 10% for 597 rentals. Ratepayers expressed they liked how bookings were scheduled this year. Bookings were tightly scheduled together based on pick-up and return times. If a ratepayer did not show up, staff would call to verify if they still required the piece of equipment. If their plans had changed and they cancelled their booking, staff would call the next person in line to see if they wanted the equipment earlier. Waiting lists were made for equipment that was in for repairs so equipment could be booked as soon as repairs were completed.

RENTAL USAGE REPORT	Valleyview	Grovedale	Crooked Creek	# Total	% of Overall Total
1000 EARTH MOVER	16	1	5	22	3.69%
12' PULL TYPE BLADE	7	n/a	n/a	7	1.17%
14' HEAVY DISC	33	6	n/a	39	6.53%
30' LAND ROLLER	13	3	n/a	16	2.68%
50' HEAVY HARROWS	21	n/a	n/a	21	3.52%
33' HEAVY HARROWS	n/a	11	n/a	11	1.84%
BACK PACK SPRAYER	3	0	0	3	0.50%
BAG ROLLER	0	n/a	n/a	0	0.00%
BALE HAULER	7	1	n/a	8	1.34%
BARBEQUE	6	0	n/a	6	1.01%
BIN CRANE	7	0	n/a	7	1.17%
BOOMLESS SPRAYER 500G	16	0	n/a	16	2.68%
BOOMLESS SPRAYER 300G	n/a	1	n/a	1	0.17%
CATTLE SQUEEZE	15	1	3	19	3.18%
ESTATE SPRAYER - 3PT HITCH	1	0	0	1	0.17%
ESTATE SPRAYER - PULL TYPE	2	0	0	2	0.34%
FERTILIZER SPREADER	13	4	n/a	17	2.85%
FIELD SPRAYER 300G	n/a	n/a	5	5	0.84%
FIELD SPRAYER 500 G	12	10	n/a	22	3.69%
GRAIN VAC	20	8	n/a	28	4.69%
HAY SAMPLER	15	0	n/a	15	2.51%
LOADING CHUTE	19	3	11	33	5.53%
MANURE SPREADER	26	0	n/a	26	4.36%
MEASURING WHEEL	3	0	n/a	3	0.50%
METAL DETECTOR	12	0	n/a	12	2.01%
NO-TILL SEED DRILL	6	n/a	n/a	6	1.01%
PANEL TRAILER	14	1	n/a	15	2.51%
PICNIC TABLE	46	0	n/a	46	7.71%
POST POUNDER	53	13	44	110	18.43%
PRESSURE WASHER	5	0	n/a	5	0.84%
QUAD MOUNT SEEDER	16	0	0	16	2.68%
QUAD SPRAYER	13	0	0	13	2.18%
RODENT TRAP	10	0	0	10	1.68%
SEEDER - 3 PT HITCH	3	0	n/a	3	0.50%
SURVEY EQUIPMENT	1	0	n/a	1	0.17%
TAG READER	5	0	n/a	5	0.84%
WATER PUMP & PIPE TRAILER	13	1	n/a	14	2.18%
WATER TANK TRAILER	6	5	n/a	11	1.84%
VEE DITCHER	0	2	n/a	2	0.34%
TOTAL	458	71	68		597
% of Rentals by Location	76.72%	11.89%	11.39%		100%

Vegetation Management

1661 total weed infestations were documented with 16% overall control having been recorded. The rate of control exceeds 16% but due to technical difficulties, many files were not updated in a timely fashion. This is being addressed and should be rectified for the 2022 season. This analysis provides the program with a baseline of control rates to measure improvements against for accountability and transparency.

Public Lands inspection numbers are higher than recorded, but due to technical difficulties, the staff only entered information on sites that required attention and hand recorded the rest.

	Total Infestations	Total Controlled	% Controlled
Greenview Rural	617	181	29%
Greenview Road	112	7	6%
Public Lands	476	19	4%
Grande Cache- Res	308	50	16%
Grande Cache - Ind	26	3	12%
Grande Cache -Road	47	1	2%
Grande Cache- Misc	75	4	5%
Total	1661	265	16%

Of note, 27% of total documented infestations occurred within the Hamlet of Grande Cache and the department plans on focusing heavily on the control in 2022. The rate of roadside control is known to be near 100%, but spray staff currently do not have access to the mapping systems in the field, which will be rectified for the 2022 season

The Roadside Vegetation Management Program controlled 1240 km roadside in the Grovedale and Valleyview areas. The total linear length equates to 2480 km of control work completed as each road must be travelled twice to ensure both ditches have been controlled. Grovedale rotational spraying was completed in 6 days due to an inter-municipal cooperation agreement with the County of Grande Prairie, allowing staff to fill the Greenview Spray Truck in Clairmont, eliminating the need for a nurse tank and reducing the amount of travel required.

The department expanded on the offering of Private Spray Requests to the public. In total, 143 requests were received, with some of these being for the 2022 season as the control window for the weed had passed. 69 of these requests were in the hamlet of Grande Cache. 50 of these Grande Cache requests were completed. Requests not completed in 2021 and those made specifically for 2022 will be completed in the upcoming control season.

The department increased focus on Greenview properties and completed control work on the following locations:

- All Greenview transfer stations
- All Greenview operation yards
- Valleyview Administration Building
- Greenview Regional Multiplex
- Johnson Park Walking Trails
- Debolt Public Service Building
- Debolt Museum Trails
- Grande Cache Tourism Centre

More Greenview locations are being added to the regular spray rotation of the department, with Administration completing a planned schedule of control work.

In March and April, Administration contacted all landowners and producers with Clubroot Infestations to remind them of the infestation and allow them to ask questions. All Clubroot infested fields within Greenview were inspected for compliance before June 15th, 2021.

514 Clubroot inspections were completed over five days, with four fields returning as positive for Clubroot. Pathotype testing revealed that 3 of the positive cases were the 3H, the most prevalent pathotype in Alberta, and the fourth case was 8N. These pathotypes are thought to be well protected against with available clubroot-resistant canola cultivars. Up to the present, there have been minimal signs of a pathotypic shift within Greenview clubroot infestations.

Fifty-nine blackleg inspections were conducted with ten samples showing low rates of blackleg infection. The findings are consistent with what was found in other areas of the province.

66 grasshopper inspections were conducted and records were submitted to the province as part of the Prairie Pest Network surveillance. The department also reported numbers of bertha army worms to the province to assist in pest monitoring for producers.

Problem Wildlife

File Status	Beaver - MD	Beaver - RP	Predator	Other	Total
Open	0	0	2	0	2
Closed	25	27	12	19	80
Totals	25	27	14	19	86

Problem Wildlife Removed, 2021: ~ 300 beavers, 17 skunks, 19 muskrats

Harvest Incentive Programs were also busy. Beavers were up drastically from the previous year by 347%, considering the program was new and only ran for six months in 2020. A total of 456

beavers were submitted for 2021. Wolves were down from the previous year by 48%, with 64 wolves submitted.

The Problem Wildlife Officer spent a lot of the 2021 season strengthening relationships, working with ratepayers, and addressing dam removal concerns proactively before freeze up. It is hoped these efforts will improve runoff paths and alleviate drainage concerns related to beaver activity this spring.

During the winter months, the program focused on wolf activity with bait locations monitored from wildlife cameras, allowing monitoring of snare sights while managing geographic challenges.

Extension and Outreach

Due to limitations brought by the Covid-19 pandemic, 2021 was a quiet year for extension and outreach. The stimulus for Environmental Farm Plan completion has been impacted as completion is no longer required to access Canada Agricultural Partnership grants.

One workshop was hosted on Gardening Practices, with 15 individuals attending. The department gathered information on various webinars and made the details available to ratepayers through the Greenview website and social media platforms,

Veterinary Services

		2021	2020	+/- (%)	
Total 1st Quarter	99	\$19,269.77	\$21,172.35	-8.99%	Semen Testing: 694 claims; \$27,578.16
Total 2nd Quarter	231	\$33,953.33	\$36,569.40	-7.15%	Preg Checks: 14205 claims; \$39,751.40
Total 3rd Quarter	53	\$ 8,382.80	\$ 8,342.09	+0.50%	C-Sections: 22 claims; \$5,893.25
Total 4th Quarter	130	\$40,995.55	\$34,228.60	+19.8%	Exams: 87 claims; \$5,708.35
2021 Claims	513	\$102,601.45	\$100,312.44	+2.3%	

Veterinary Services Incorporated (VSI) Program claims grew 2.3% over 2021. An increase to ABVMA rates after the 2020 AGM resulted in an unanticipated 5% increase applied retroactively to 2021 claims. This unexpected increase added to an annual 3% ABVMA hike for 2021. The 10% contingency fee, coupled with higher than anticipated administrative costs, has increased the requisition for 2022 from \$105,800 to \$126,000, an increase of \$20,200.

The lease for the Greenview Veterinary Clinic was signed in January with the current lessee. Greenview was contractually obligated to offer the lease on the terms set out within the original lease from 2016.

Beautification Program

Relationships within the hamlet were built upon with local gardening groups and local not-for-profit organizations. With the introduction of the Scentless Chamomile Incentive Program in 2021, the program was able to attain a common goal of controlling the ongoing Scentless Chamomile issues within the hamlet and surrounding areas while also providing funding to not-for-profits for their participation. One non-profit group participated, picking 24 30 litre capacity bags of Scentless Chamomile and receiving \$480. Assuming a minimum of 20 plants per bag and the seed production of 1,000,000 seeds per plant, this removed 480 million scentless chamomile seeds from the hamlet.

Initial spring clean-up was completed in May, with plant and landscaping material arriving following the May-long weekend. Planting is weather permitting and does not occur until after the final overnight frost. Spring turf damages on all Greenview properties were assessed after snowmelt and completed required repairs.

Grass cutting was completed throughout the season after initial growth stages in early June. Priority locations including hamlet parks, green spaces, boulevards, and public Greenview buildings were completed weekly. The outdoor recreation sites located at Southview, Sheep Creek, Smoky River South, & Kakwa, were conducted on a 14-day basis, with utility buildings, yard space and right-of-ways being completed as needed.

Hamlet Vegetation Management Program

The hamlet program offered the Greenview Private Spray Request program for the first time in 2021, allowing staff to assist residents with long standing infestations. This program is expected to expand in 2022, and there will be an increased focus on control. Spraying will begin in early spring, post frost. Early season spray priority includes Greenview properties with known noxious weed infestations, and pre-existing private spray requests. Once early season priority spraying is completed, any new private spray requests and the remaining Greenview properties requiring herbicide are conducted in tandem until all areas have been addressed.

2021 featured a tree inventory completed with Toso Bozic. This work will help establish a timeline for regular brushing/pruning maintenance on all MD trees and a breakdown of specific maintenance needs for each tree within the hamlet.

A Request-For-Quotation was attempted for the 2022, 2023, & 2024 seasons to establish a streamlined coordination of plant material ordering. Unfortunately, this process did not prove fruitful. The goal was to establish a system to streamline the choice and ordering of plant

material in the early fall and create more solidified spring plans for the shipment and planting of new plant material. The department will attempt this again for 2023.

Attempts were made to create a permanent space in the Agricultural Services Yard in Grande Cache to properly store landscaping materials, such as soil, mulch, and gravel, and realize savings through purchasing in higher volumes. Proper storage would allow the program to keep material on hand, cut down on costs, and more effectively control the spread of weeds within the hamlet. With the announcement of a new operational building being considered in Grande Cache, this capital project has been postponed until plans are finalized for construction.

The Beatification program provides snow removal for the following locations in Grande Cache; Bird's Eye View Interpretive Park, Grande Cache Cemetery, Rocky the Ram, Mall Park, Stearn Crescent Park, Hamel Street Park, Phase 5 Park, Phase 5 Hockey Rink, Grassy Hill Park as well as the Agricultural Services Shop and Yard. The Outdoor Hockey rink was regularly flooded & cleared of snow to ensure it is accessible and presentable to the public.



MUNICIPAL DISTRICT OF GREENVIEW No. 16

Manager's Report

Department: Agricultural Service Board

Submitted by: Sheila Kaus, Manager, Agricultural Services

Date: 2/23/2022

The requisition for the Veterinary Services Incorporated program was received on February 3rd and included a 5% adjustment to all procedure rates to bring allowable charges more in line with Alberta Veterinary Medical Associations approved rates, resulting in a \$20,200 increase to this expenditure. The increase will be included in budget finalization.

Administration has been busy coordinating with the Finance team for the sale of shelterbelt seedlings at all PSB buildings within Greenview. Seedling sales will commence with the passing of the Schedule of Fees bylaw.

Planning for weed control on all Greenview properties has commenced. These sites provide a valuable training opportunity for new staff. Control of municipal locations impacts the uptake of weed control efforts across the municipality and are a priority for the department. Additionally, we are preparing to contact landowners with pest infestations and weed infestations to establish communications before control season commencement.

Administration is finalizing coordination of the herbicide demonstration site to promote the Tall Buttercup and Burdock Incentive program, gathering contact information for weed infestations that may benefit from the rural acreage owner program, and reaching out to those with clubroot infested lands to remind them of the infestation and the appropriate location.

Agricultural Service Administration met with the Communications department to finalize an annual communications plan to meet Agricultural Services needs. Plans were made to publicize the **Industry and Construction Guidelines** document, developed to mitigate the spread of weeds and pests. In addition, advertisements for the commencement of the control and inspection season were discussed and planned.

Seasonal staffing interviews are currently being planned with an expected finalization date of March 31, 2022. It is expected that the position of Problem Wildlife Assistant will be offered this week, with interviews for the Landcare Coordinator taking place tomorrow. Planning to interview for the Beatification Supervisor maternity leave cover is anticipated to be completed next week.

Rental Equipment stands at 23 rental days for 2022.

Thus far in 2022, 8 wolves were submitted for incentive, totalling \$2,400, and 4 beavers have been submitted for incentive, totalling \$120—total hunting incentive payments for 2022 stand at \$2,520.

Problem Wildlife Work Orders, 2022

File Status	Beaver-MD	Beaver-Ratepayer	Customer Service	Predation	TOTAL
In Queue					
Open	0	0	0	0	0
Closed	0	0	0	0	0
TOTALS	0	0	0	0	0

The Problem Wildlife Officer has been focusing on depredation- working with producers and all relevant parties to implement long-term solutions in problem areas, including coordinating wolf bait locations with Fish and Wildlife utilizing roadkill. Other activities have included training, equipment maintenance and repair, and catching up on office work.

VSI Quarterly Reports and Service Breakdown - 2022

	# Services	2022	2021	2020	+/- (%)
Total 1 st Quarter			\$19,269.77	\$21,172.35	-8.99%
Total 2 nd Quarter			\$33,953.33	\$36,569.40	-7.15%
Total 3 rd Quarter			\$ 8,382.80	\$ 8,342.09	+0.50%
Total 4 th Quarter			\$40,995.55	\$34,228.60	+19.8%
2022 Claims			\$102,601.45	\$100,312.44	+2.3%



REQUEST FOR DECISION

SUBJECT:	Correspondence		
SUBMISSION TO:	AGRICULTURAL SERVICES BOARD	REVIEWED AND APPROVED FOR SUBMISSION	
MEETING DATE:	February 23, 2022	CAO:	MANAGER: SK
DEPARTMENT:	AGRICULTURE	GM:	PRESENTER:
STRATEGIC PLAN:	Level of Service	LEG:	

RELEVANT LEGISLATION:

Provincial (cite) – N/A

Council Bylaw/Policy (cite) – N/A

RECOMMENDED ACTION:

MOTION: That the Agricultural Service Board accept the correspondence as information.

ATTACHMENT(S):

1. Alberta Farm Animal Care Letter 2021 / 2022 Activities
2. Alberta Farm Animal Care Invoice
3. Alberta Precipitation Accumulations Related to Long Term Normal November 1, 2021 - February 3, 2022
4. Alberta Precipitation to Date November 1, 2021 – February 3, 2022
5. Letter from Cypress County to Minister of Environment Re Synthetic Fertilizer Emissions

UPCOMING EVENT(S):

- | | |
|------------------------|---|
| 1. February 24, 2022 | Grassland Restoration Forum - Webinar |
| 2. February 24, 2022 | Canola Watch Webinar: Pesticide Update – With a Herbicide Focus |
| 3. February 24, 2022 | Making the Best of Forages & Pasture |
| 4. March 2 – 4, 2022 | Alberta Beef Industry Conference |
| 5. March 2 – 4, 2022 | Ag-Expo & North American Seed Fair - Lethbridge |
| 6. March 8, 2022 | Alberta Verified Beef Production + Training (Webinar) |
| 7. March 15, 2022 | Farm Credit Canada – Farmland Values Report |
| 8. March 15 - 17, 2022 | AFAC - Prep for Livestock Emergencies |

BENEFITS OF THE RECOMMENDED ACTION:

1. The benefit of the Agricultural Service Board accepting the recommended motion is that the Board will be made aware of the events, seminars and conferences within the agricultural community throughout the Province.

DISADVANTAGES OF THE RECOMMENDED ACTION:

1. There are no perceived disadvantages to the recommended motion.

ALTERNATIVES CONSIDERED:

Alternative #1: The Agricultural Service Board has the alternative to alter or deny the recommended motion.

FINANCIAL IMPLICATION:

There are no financial implications to the recommended motion.

STAFFING IMPLICATION:

There are no staffing implications to the recommended motion.

PUBLIC ENGAGEMENT LEVEL:

Greenview has adopted the IAP2 Framework for public consultation.

INCREASING LEVEL OF PUBLIC IMPACT

Inform

PUBLIC PARTICIPATION GOAL

Inform - To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.

PROMISE TO THE PUBLIC

Inform - We will keep you informed.

FOLLOW UP ACTIONS:

There are no follow up actions to the recommended motion.



✉ Calgary PO Box 36044
RPO Lakeview
Calgary, AB T3E 7C6

📞 403-652-5111
🌐 www.afac.ab.ca

📘 Alberta Farm Animal Care
🐦 @AbFarmAnimal

January 2022

I am sending this as we head into what is usually a very busy conference and meeting season, filled with chances to gather together and plan for the coming year, learn from each other and reconnect over a shared passion for agriculture and livestock. And once again we are facing uncertain and worrying times and missing those connections.

It is an understatement to say the past year was a challenging one for everyone in agriculture in Alberta, and Canada. From a glacial winter, to drought, heat domes, fires and floods, Alberta Farm Animal Care (AFAC) worked to support animal agriculture and those facing extraordinary challenges.

Our ALERT Line continued to provide a place for producers to quietly help their neighbours and look out for possible animal care concerns before they become welfare issues. As well, the ALERT coordinators support the 19 livestock emergency trailers located throughout the province by acting as a dispatch service.

The team at AFAC continued to deliver programming, resources as well as developing new partnerships and opportunities, all while running on a tighter budget and reduced hours. The results speak for themselves and include:

- Developed a successful virtual Livestock Care Conference for the second year,
- Worked in partnership with CFIA on more transport regulation webinars
- Partnered with Alberta Pork on a new series for smallholder pork producers
- Continued the success of the virtual chicken workshops with various series and live info sessions throughout the spring, summer and fall
- Complementary virtual TLAER info session for the communities with livestock emergency trailers
- Development of the Beekeepers Education and Engagement program continued in partnership with Alberta Beekeepers, a Canadian Ag Partnership grant, among others

While the usual opportunities to go out to schools, ag education and community events were again very limited, we developed information resources and focused on updating and modernizing our existing resource library and platforms. We had a presence at the Calgary Stampede and hope to be able to do more of this in the coming year.

All of this was thanks to the contributions of our dedicated members, partners and sponsors. And we are again asking for your support for the coming year and the programming you have come to rely on and expect from AFAC.

...2

Coming up in 2022

The Livestock Care Conference (March 15-17, 2022) theme this year is PREP for Livestock Emergencies – Prepare, Respond, Evaluate and Progress. We started planning a new, hybrid conference this summer –



and had no idea how relevant this theme would become as the summer wore on. We hope to be able to offer an in-person as well as virtual option for LCC this year – and will announce that decision at the beginning of February. We are always looking for sponsors to aid with the cost of this unique event, and to support student attendees.

As well, our smallholder training sessions are proving to be an area of interest and growing need. The potential biosecurity concerns arising from novice beekeepers, swine and chicken producers and others are becoming more and more apparent. We are working with communities, counties and now the City of Calgary to ensure their small flock owners have the tools to care for their animals in a safe and secure manner. We continue to work with industry partners to enable delivery of this important training.

Of course the ALERT Line continues to be a priority. The cost for three on-call coordinators and required tech for one year is approximately \$15,000. We welcome any contributions over and above your membership to support this worthy program and the role it plays in emergency preparedness in Alberta.

We are also seeing interest in our programming and resources from outside the province and in 2022 will look for ways to develop those opportunities and partnerships further. As always we hope to access student internships and grants to increase our Human Resource capacity, through volunteer, subsidized or fully funded positions.

I know that the last two years have been challenging for everyone and I want to thank you for your continued support of Alberta Farm Animal Care. Our dual mandates of supporting animal agriculture by providing tools and resources to ensure the highest level of livestock care, as well as building trust through transparency with the public, have never been more important.

Thank you and all the best in 2022.

Sincerely,

A handwritten signature in black ink, appearing to read 'A Pedersen', with a stylized, cursive script.

Annemarie Pedersen
Executive Director, Alberta Farm Animal Care

Alberta Farm Animal Care
PO Box 36044 RPO Lakeview
Calgary AB T3E 7C6
admin@afac.ab.ca
GST Registration No.: 134586528RT0001



BILL TO
Municipal District of Greenview
No. 16
PO Box 1079
Valleyview AB T0H 3N0

INVOICE 2667

DATE 01/01/2022 **TERMS** Net 30

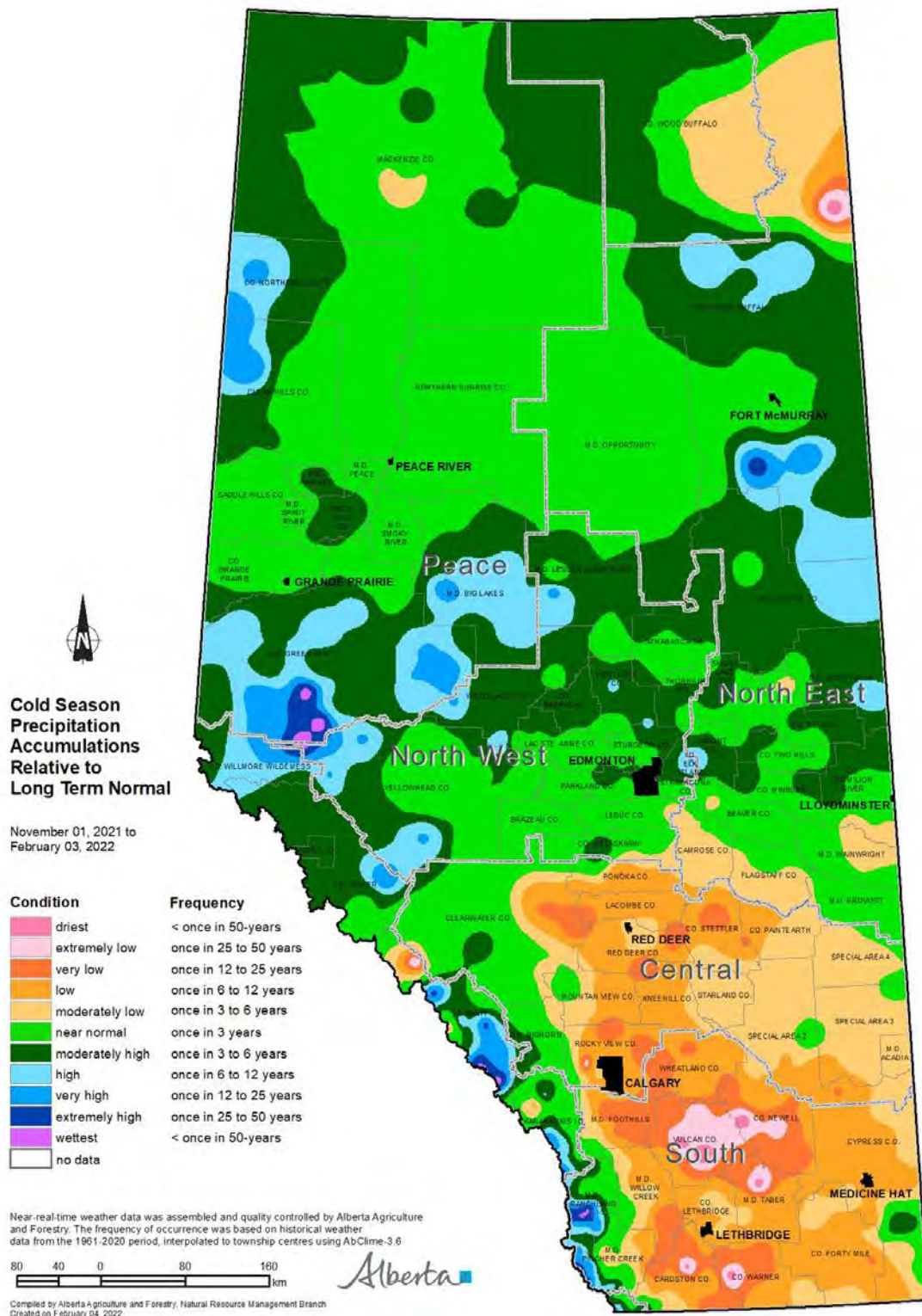
DUE DATE 31/01/2022

DESCRIPTION	AMOUNT
Membership - Gold Level 2022 Renewal	2,500.00
Thank you for your support!	
SUBTOTAL	2,500.00
GST @ 5%	125.00
TOTAL	2,625.00
TOTAL DUE	\$2,625.00

Payment options:

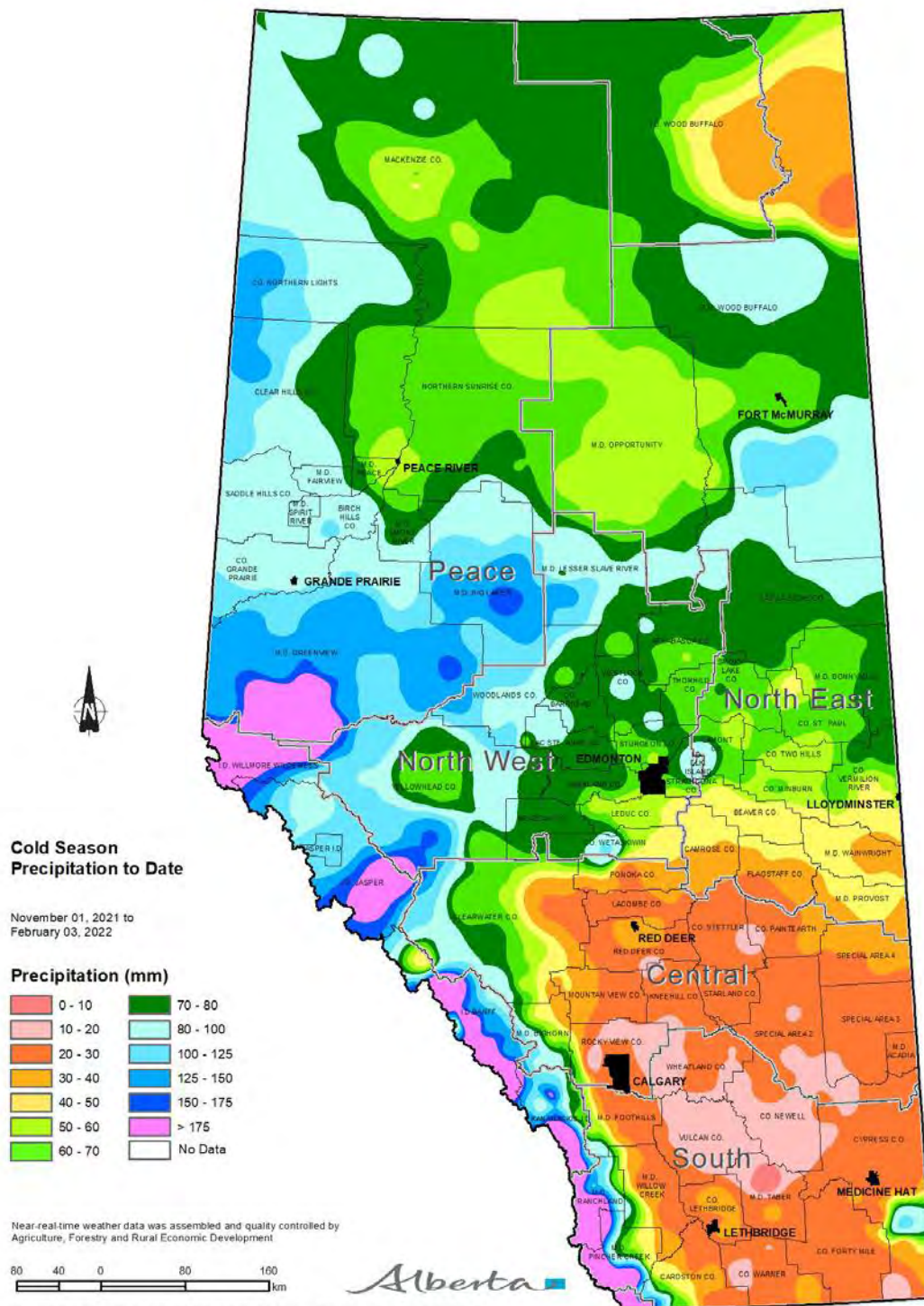
- mail cheques to AFAC, PO Box 36044 Lakeview, Calgary AB T3E 7C6
- e-transfer to admin@afac.ab.ca
- direct deposit - please contact the office for routing information

Map 1



Visit weatherdata.ca for additional maps and meteorological data

Map 2



Visit weatherdata.ca for additional maps and meteorological data



CYPRESS COUNTY

816 — 2nd Avenue, Dunmore, Alberta T1B 0K3
Phone: (403) 526-2888 | Fax: (403) 526-8958 | www.cypress.ab.ca

February 17, 2022

Honorable Steven Guilbeault
Minister of Environment and Climate Change
House of Commons
Ottawa, ON
K1A 0A6

RE: Synthetic Fertilizer Emissions


Dear Minister Guilbeault,

The Cypress County Agricultural Service Board is writing this letter supporting other municipalities regarding the Federal Government's emissions target for synthetic fertilizer.

Cypress County would like to reiterate the concerns about the plan to reduce emissions from fertilizer by 30% below the 2020 levels. Agriculture is a key industry in Cypress County and a vital part of the Canadian economy. Canadians rely on farmers and ranchers for their food supply and with a growing demand for agricultural products worldwide, it is prudent to consider the recommendations put forward by Fertilizer Canada. Producing more food will require the use of more fertilizer and we ask that your government reconsider providing an emissions target.

We strongly encourage you to review how best to achieve the fertilizers emissions target without placing limits on overall crop production.

Sincerely,



Dustin Vossler
Agricultural Service Board Chairman
Cypress County

Cc: Minister of Agriculture and Agri-food Canada, Marie-Claude Bibeau
Premier Jason Kenney
Minister of Agriculture and Forestry, Honorable Nate Horner
Minister of Environment and Parks, Honorable Jason Nixon
MP Medicine Hat-Cardston-Warner, Glen Motz
MLA Cypress-Medicine Hat, Drew Barnes
MLA Brooks-Medicine Hat, Michaela Frey
Provincial Agricultural Service Boards