AGENDA

Wednesday, March 11, 2020
9:00 AM
Council Chambers
County Administration Building

1. CALL TO ORDER

2. APPROVAL OF AGENDA

3. CONSENT AGENDA

   3.1 Agricultural Service Board Minutes, January 6, 2020
   3.2 March 2020 Director of Agricultural Services Report
   3.3 January - February 2020 Sustainable Agriculture Report

4. 9:30 A.M. DELEGATION – Joan Miller, Director of JEDI

   4.1 Hosting an Agricultural Conference in Wetaskiwin – March 2020 Update – Report
      Jeff Chipley, Joan Miller

5. UNFINISHED BUSINESS

   5.1 Weed Inspection Services Agreement with the City of Wetaskiwin – Withdrawal of Previous Direction – Report
      Jeff Chipley
   5.2 2020 Agricultural Service Board Strategic Planning Outcomes – Report
      Jeff Chipley
   5.3 Weed Enforcement Process for 2020 Season – Report
      Jeff Chipley

6. NEW BUSINESS

   6.1 Farm Safety Centre – Funding for 2020 – Report
      Jeff Chipley

7. INFORMATION ITEMS
7.1 New Grain Dryer Program for Farmers Hit with Tough Harvest – Report

8. CLOSED TO THE PUBLIC

8.1 Sustainable Agriculture Coordinator Position – Report

9. NEXT MEETING DATE

10. ADJOURN
Agricultural Service Board Meeting

MINUTES

Monday, January 6, 2020
Council Chambers
County Administration Building

Present
Board Member Ken Adair
Board Member Josh Bishop
Board Member Stephan Dewald
Board Member Bill Krahn
Board Member Garth Parker
Board Member Kathy Rooyakkers
Board Member Mike Schmidt

Staff Present
Stephen Majek, Director of Agricultural Services
Jeff Chipley, Assistant Chief Administrative Officer
Carmen Reimer, Recording Secretary
Jamie Albers, Agricultural Services Foreman

1. CALL TO ORDER

The Agricultural Service Board meeting for the County of Wetaskiwin No. 10 was called to order by Chairperson J. Bishop in the Council Chambers of the County of Wetaskiwin Administration Office, commencing at 9:01 a.m. on Monday, January 6, 2020.

2. APPROVAL OF AGENDA

Resolution AG20200106.001
MOVED: by Board Member B. Krahn
that the Agenda be accepted as presented.

Carried Unanimously

3. CONSENT AGENDA

Resolution AG20200106.002
MOVED: by Board Member K. Rooyakkers
that the Agricultural Service Board approve the items listed on the Consent Agenda as follows:
- Agricultural Service Board Meeting Minutes, December 18, 2019
- Alternative Land Use Services (ALUS) Information Items

Carried Unanimously

5. UNFINISHED BUSINESS

5.1 Draft Emergent Resolution for Provincial Agricultural Service Board Conference – Fuel Charge Exemption – Report

Resolution AG20200106.003
MOVED: by Board Member K. Adair
that the Agricultural Service Board review the Fuel Charge Exemption Emergent Resolution prior to the 2020 Central Regional Agricultural Service Board Conference.

Carried Unanimously

7. INFORMATION ITEMS
7.1 2019 Agricultural Bursary Thank You Correspondence – Jacob Parker – Report

Resolution AG20200106.004
MOVED: by Board Member K. Rooyakkers
that the Agricultural Service Board accept the thank you card from Mr. Jacob Parker regarding his selection as a 2019 Agricultural Bursary recipient as information.

Carried Unanimously

6. NEW BUSINESS

6.1 2020 Agricultural Service Board Strategic Planning – Report

Board Member M. Schmidt left the meeting at 11:33 a.m.

Resolution AG20200106.005
MOVED: by Board Member K. Adair
that Administration bring forward a finalized Strategic Plan based on the feedback received for consideration at the next Agricultural Service Board meeting.

Carried Unanimously

8. NEXT MEETING DATE

Resolution AG20200106.006
MOVED: by Board Member K. Adair
that the date of the next Agricultural Service Board meeting will be held on March 11, 2020 at 9:00 a.m.

Carried Unanimously

9. ADJOURN

Resolution AG20200106.007
MOVED: by Board Member B. Krahn
that the meeting adjourn at 11:38 a.m.

Carried Unanimously
Agricultural Fieldman’s Report  
Agricultural Service Board Meeting  
March 11, 2020

Seasonal Staff for 2020 have been hired with only a few staff returning from last year. New to the County in 2020 will be five Weed Inspectors, three spray crew members and two groundskeepers/laborers. Most of the staff will start on May 1 except the Mower Operators who start June 1, one Weed Inspector who starts on May 11 and one spray crew member who started March 9.

All of the Service Board Members attended the Provincial ASB Conference in Banff at the Banff Springs in January.

Strychnine has been ordered for the 2020 season which will be the last year to get strychnine-based products for ground squirrel control. Pest Management Regulatory Agency (PMRA) has provided an official position on their review which is that product will be available for sale until March 4, 2021 and producers will have until March 4, 2023 to use the product that they have purchased.

Rental equipment has been serviced and is ready to be used by producers. Administration has been working with the West End Foreman to ensure the sprayer is available from the Winfield Shop.

Administration completed the changes and updates to the Agricultural Service Board Strategic Business Plan.

Administration has completed some minor Building Maintenance projects including bathroom renovations to the Battle Lake House as well as obtaining quotes for floor replacement in the East Wing which should happen in April or early May.

The Horticulturist will begin employment with the County on April 1, 2020 working two days one week and three the next week from April until the end of October. This position used to be shared with Leduc County on a cost share basis and would typically cost the County approximately $48,000 per year. In 2019 the cost to the County of Wetaskiwin was $37,000 with 3 months ($12,253.14) of the contract with Leduc being paid then the Horticulturist became a part-time employee with the County of Wetaskiwin.

Administration has been investigating the potential of a “go spray” or fence-line spraying program. To date three municipalities have provided details about their program. All of them have a fence-line spraying program with costs ranging from $0 to $100 per half mile. All of them require the producer to sign up for the program and use “hold harmless agreements” to prevent the producer from holding the Municipality responsible for crop damage. Administration is waiting to hear from a couple of other Municipalities and will bring all of the information for further discussion in the fall of 2020.
Administration has been working with Public Works on Agricultural Plastics Recycling. One of the biggest issues for Plastic Recycling is accommodating the additional space required at each Transfer Station for the additional bins for the plastics.

Administration has been working with Inside Agriculture to develop a Professional Development Day for School Teachers in the Wetaskiwin Regional Public School (WRPS) Division. Administration and Inside Agriculture will be meeting with WRPS by the end of April to discuss the opportunities.

Respectfully submitted,
Stephen Majek
SUSTAINABLE AGRICULTURE PROGRAM

Canadian Agricultural Partnership (CAP)

- On February 10, the new Efficient Grain Dryer program was announced
- The program funds specific energy efficient components above standard grain dryer configurations. The components can be factory options on new equipment or retrofits installed on existing equipment
- A current Environmental Farm Plan is required to be reimbursed under this program
- All program details can be found on the website https://cap.alberta.ca/CAP/program/EFFICIENT_GRAIN_DRYER

Environmental Farm Plan (EFP) and EFP Operations Committee

- February 5 – Assisted with EFP workshop specific to Rahr Malting. Workshops were held in various locations and reached 60 plus producers
  - Rahr Malting is using the EFP as part of their sustainable sourcing program
  - As a result, Rahr Malting has requested ALL their producers have an EFP
  - The EFP workbook and program, in conjunction with federal and provincial legislation, has been recognized by Sustainable Agriculture Initiative (SAI) Platform as meeting Farmer Sustainability Assessment (FSA) 2.1 Silver on content.
  - SAI Platform is one of the primary global food & drink value chain initiatives for sustainable agriculture.
  - The FSA Tool is a comprehensive approach to farm sustainability built around a free set of simple questions which standardize farm assessment
- February 27 – Operations Committee Meeting

Sustainable Agriculture Activities

- Seasonal workshop planning
- Environmental Farm Plan support – 14 new accounts, most in February due to new Efficient Grain Dryer Program
• January 27 – Farming with Nature Info Session - (45 people)
• February 8 – Before the Plate Movie Screening – Assist Local Food Coordinator
• February 25 – EcoServices Network Engagement Workshop
• February 24 – Growing and Grazing Greener Pastures - (23 people)
• February 27 – Farm to Market to Table Conference – Leduc County table

Alternative Land Use Services (ALUS) – Coordinator Activity Report

• Expressions of interest from potential new participants, site visits and office visits
• Last year of funding specific to the Modeste sub-watershed (area pictures provided)
• 2020-2021 Alberta Conservation Association Community and Education Grant application submission
• 2019-2020 Alberta Conservation Association Community and Education Grant final report
• Newsletter insert to include with participant T4A completed
• Article completed for The Blade, Grey Wooded Forage Association Newsletter
• January 27 – Farming with Nature Info Session – ALUS presentation (45 people)
• February 20 – Participant Advisory Committee (PAC) Meeting
• February 24 – Growing and Grazing Greener Pastures – ALUS presentation (23 people)
• February 26 – 2020 ALUS Canada Kick-off webinar
Hosting an Agricultural Conference in Wetaskiwin – March 2020 Update – Report

Meeting Date (Report Reference Only): 2020/03/11
Meeting (Report Reference Only): Agricultural Service Board

Background

At the March 13, 2019 Agricultural Service Board meeting, the Board resolved "that Administration investigate the particulars, including costs, of hosting a one-day Agricultural Conference in the Wetaskiwin area to be hosted by the County of Wetaskiwin.” (Ref. Resolution #AG20190313.006)

At the June 18, 2019 Agricultural Service Board meeting, the Board discussed speakers for the Conference, partnering with other organizations, tickets, concerns regarding information not getting out to ratepayers, should be lots of time allotted for questions, and should be allowed to attend the Conference. The Board resolved that Administration prepare details on the Agricultural Conference and bring the findings forward to a future meeting. (Ref. Resolution #AG20190618.011)

At the December 10, 2019 Council General meeting, the 2020 Municipal Interim Budget was approved. The Budget included $10,000.00 in relation to hosting an internal conference, in accordance with the tactical plan of the County of Wetaskiwin. (Ref Resolution #CG20191210.012)

Administration met with JEDI to start planning and organizing the 2020 Ag Forum, which is tentatively scheduled for Thursday, November 26, 2020. As a Committee, the following was discussed:

- That the Ag Forum will be a full-day event;
- Options for a facility with good parking and audio-visual equipment;
- Speakers list, which included ideas from attendees from the 2019 Forum, speaker ideas that were discussed at the June 2019 Agricultural Service Board meeting, as well as local producers who supply food to a local restaurant;
- Options for a catered meal;
- Options on acquiring door prizes from Sponsors;
- That a minimal registration fee such as twenty dollars ($20) be set; and
- Setting aside limited space for a trade show so that the current focus could be on speakers and growing the event for the future.
Moving forward, Administration will continue to work with JEDI to collaborate ideas for the Conference.

**Recommendations**

Administration recommends that the Agricultural Service Board accept the update regarding the Agricultural Forum as information and that Administration continue to work with JEDI to collaborate ideas and develop a theme for the Forum.

**Recommended Resolution**

that the Agricultural Service Board accept the update regarding the Agricultural Forum as information and that Administration continue to work with JEDI to collaborate ideas and develop a theme for the Forum.
Weed Inspection Services Agreement with the City of Wetaskiwin – Withdrawal of Previous Direction – Report

Meeting Date (Report Reference Only): 2020/03/11

Meeting (Report Reference Only): Agricultural Service Board

Background

The City of Wetaskiwin and the County of Wetaskiwin currently have a Weed Inspection Services Agreement effective January 1, 2018 until December 31, 2021.

On September 24, 2019, correspondence was received from the City of Wetaskiwin Enforcement Services stating that the City is exercising the termination Clause 8.2 in the Agreement between the City and County for the services of weed control as the City plans to do their own weed inspections. The correspondence, which is dated September 19, 2019, serves as the required one (1) year notice to terminate the Agreement. This correspondence has been provided for review by the Agricultural Service Board.

Clause 8.2 of the Agreement states the following:

"Notwithstanding any provision contained herein to the contrary, prior to the expiration of the Term, this Agreement may be terminated by either party by delivery of written notice to the other party to that effect, such termination to become effective one year after the delivery of such written notice."

At the October 30, 2019 Agricultural Service Board Meeting, the Board accepted the letter of termination as information and directed that the letter be forwarded to Council for acceptance and further that it be recommended to Council that investigation take place to potentially amend the termination clause to a date of April 1, 2020 so that the City may complete the weed inspections on their own for the 2020 season.  
(Ref. Resolution #AG20191030.016)

Administration has been in contact with the City of Wetaskiwin and they have indicated that the City of Wetaskiwin wishes to continue with the current Agreement which states that the County of Wetaskiwin provide Weed Enforcement Services in the City of Wetaskiwin boundaries. The City of Wetaskiwin through correspondence dated March 3, 2020 has indicated that the letter previously received, dated September 19, 2019 written by Eric Christensen, is withdrawn and the City wishes for the agreement to remain in effect.
A copy of the most recent correspondence has been provided for review by the Agricultural Service Board.

**Recommendations**

Administration recommends that the Agricultural Service Board rescind Resolution #AG20191030.016 in its entirety and accept the correspondence from the City of Wetaskiwin withdrawing their previous letter as information, thereby keeping the Weed Inspection Services Agreement in effect.

**Recommended Resolution**

that the Agricultural Service Board rescind Resolution #AG20191030.016 in its entirety and accept the correspondence from the City of Wetaskiwin withdrawing their previous letter as information, thereby keeping the Weed Inspection Services Agreement in effect.
September 19, 2019

Attn: Steven Majek, CAF
Director of Agricultural Services
County Of Wetaskiwin

Re: Weed inspection Services Agreement

The City of Wetaskiwin is exercising the termination clause 8.2 in the contract between the City and County for the services of weed control as we plan to bring this in house. This will serve as the required 1 year notice to terminate this contract. This contract will end on:

September 19th, 2020

We would like to thank you for your services and wish you all the best in your future endeavors.

If you have any questions or concerns you may contact me or Sue Howard, Director of Municipal Services.

Regards,

Sgt. Eric Christensen
Senior Peace Officer
City of Wetaskiwin
THIS AGREEMENT DATED THE 5 DAY OF APRIL, 2018.

BETWEEN:

City of Wetaskiwin
(hereinafter referred to as the “City”)

-and-

County of Wetaskiwin No. 10
(hereinafter referred to as the “County”)

WEED INSPECTION SERVICES AGREEMENT

WHEREAS:

A. The City and County wish to provide consistent weed inspection services for ratepayers in urban and rural settings;
B. The City and County have developed a four year joint Weed Inspection Program Plan from January 1, 2018 until December 31, 2021; and
C. The County employs seasonal Weed Inspectors to carry out weed inspections throughout the County.

NOW THEREFORE, IN CONSIDERATION of the terms and conditions contained herein, the City and County do hereby agree to the following:

Article 1 – Definition

1.1 In this agreement:

(a) “Agreement” means this agreement together with any amendments hereto or extensions hereof, provided that such amendments and extensions are in writing and signed by each of the parties;
(b) “City” means the Municipal Corporation of the City of Wetaskiwin;
(c) “City Bylaw Staff” means staff employed by the City appointed as Bylaw Officers
(d) “City Parcel” means a Parcel of Land that is located within the municipal boundaries of the City to which the City holds title;
(e) “Commercial Parcel” means a Parcel of Land that is located within the municipal boundaries of the City which has a Commercial Assessment;
(f) “County” means the Municipal Corporation of the County of Wetaskiwin No. 10;
(g) “Effective Date” means January 1, 2018;
(h) “Force Majeure” means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such part could not have
prevented, but lack of funds on the part of such party shall not be deemed to be a Force Majeure;

(i) “Industrial Parcel” means a Parcel of Land that is located within the municipal boundaries of the City that has an Industrial Assessment;

(j) “Parcel of Land” has the meaning as defined in the Municipal Government Act, RSA 2000, c. M-26;

(k) “Rates and Charges” means those rates and charges described in Schedule “A” hereto, and are subject to change by the County upon one months written notice to the City;

(l) “Residential Parcel” means a Parcel of Land that is located within the municipal boundaries of the City which has a residential assessment;

(m) “Season” means the annual time period between May 1 and September 30 in which the County employs seasonal weed inspectors;

(n) “Term” means that period commencing on the Effective Date and ending on December 31, 2021, subject to early termination as set forth in Section 8.2 herein or extension by mutual written agreement between the parties;

(o) “Weed” means any of the plants listed in Schedule “B” of this Agreement;

(p) “Weed Control Act” means the Weed Control Act RSA 2000 under the Statutes of Alberta, Consolidated to January 17, 2010;

(q) “Weed Inspection” means the inspection by an appointed Weed Inspector during the Season of a Parcel of Land for signs of Weeds or other contraventions of the Weed Control Act;

(r) “Weed Inspector” means person(s) appointed by the City to carry out the purposes of the Weed Control Act; and

(s) “Weed Notice” means a notice given in writing, to the owner or occupant of a parcel of land or personal property, under Section 12 of the Weed Control Act to destroy restricted or noxious weeds within a set time period.

Article 2 – Preamble and Schedules

2.1 The parties hereby confirm and ratify matters contained and referred to in the Preamble to this Agreement and agree that the same and various schedules hereto are expressly incorporated into and form part of this agreement.

2.2 Schedules to this Agreement shall be reviewed on an annual basis, to be updated as required without effect to the body of this agreement.

2.3 The Schedule to this agreement is as follows:

(a) Schedule “A” – Rates and Charges
(b) Schedule “B” – List of Weeds
(c) Schedule “C” – Organizational Flow Chart
Article 3 – Obligations of the County

3.1 The County shall;

(a) be the managing partner for all matters pertaining to the Agreement. The Weed Inspector will be an employee of the County and will report to the Director of Agricultural Services of the County;
(b) provide Weed Inspection services during the Season on all City Parcels, Commercial Parcels, Industrial Parcels, and Residential Parcels within the City for the weeds listed in Schedule “B” herein;
(c) work with City Bylaw Staff during the Season who will send out Weed Notices to property owners found to be in contravention of the Weed Control Act and City Bylaws;
(d) establish an individual project within the County project costing system of the County. Rates and charges are outlined as per Schedule “A” within;
(e) upon two weeks notice provide reports to City administration;
(f) provide all necessary equipment for inspections in the City, including but not limited to a truck and safety equipment; and
(g) submit a monthly invoice to the City which will include a detailed breakdown of all charges as per Schedule “A” of the Agreement.

Article 4 – Obligations of the City

3.2 The City shall;

(a) provide stationary, clerical work, and access to the City tax roll for issuance of weed notices;
(b) in conjunction with the Weed Inspector send out all Weed Notices on City stationary and be responsible for all queries, follow up and bylaw enforcement related to issued Weed Notices;
(c) designate the County Director of Agricultural Services and County seasonal employees as Weed Inspectors as per the Weed Control Act, on an annual basis to ensure that Weed Notices are signed and enforced by the proper authority;
(d) provide the County with copies of all applicable bylaws, any updates made to City Bylaws with regards to restricted weeds upon third council reading;
(e) pay to the County charges identified in received invoices within thirty (30) days of receipt by the City thereof;
(f) pay to the County interest on any unpaid amounts due and owing to the County for more than thirty (30) days at the rate of 0.83%, calculated and compounded monthly, which rate is equivalent to 10.0% per annum;
(g) be responsible for all administrative, legal, or other costs associated with the issuance and correspondence with regards to issued Weed Notices; and
(h) be responsible for all operations and costs related to application of herbicide on City property.
4.2 The City acknowledges that all obligations of the County pursuant to this Agreement, including, without limitation, will cease upon the expiration of the Term or the earliest termination of this Agreement, whichever occurs first. The City agrees that it must take all actions to arrange for services with a party other than the County upon the expiry of the Term or the sooner termination of this Agreement, as the case may be.

Article 5 – Insurance

5.1 Throughout the Term, at its sole cost and expense the City shall take out and keep in full force and effect the following insurance:
(a) comprehensive general liability insurance with inclusive limits of not less than Two Million ($2,000,000.00) Dollars per occurrence;
(b) workers compensation coverage for all of its employees and agents who are involved in the activities as described in the Agreement; and
(c) any other form of insurance that may be reasonably required from time to time in form, in amounts and for insurance risks against which a prudent party under similar circumstances would insure, with the consent of the parties, which consent shall not be reasonably withheld.

5.2 Throughout the Term, at its sole cost and expense the County shall take out and keep in full force and effect the following insurance:
(a) comprehensive general liability insurance with inclusive limits of not less than Two Million ($2,000,000.00) Dollars per occurrence;
(b) workers compensation coverage for all of its employees and agents who are involved in the activities as described in the Agreement; and
(c) any other form of insurance that may be reasonably required from time to time in form, in amounts and for insurance risks against which a prudent party under similar circumstances would insure, with the consent of the parties, which consent shall not be reasonably withheld.

5.3 All policies shall be taken out with insurers and shall be in a form acceptable to the County, acting reasonably. Certificates of insurance and summary reports relating to each insurance policy acceptable to the County shall be delivered by the City to the County as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Commission in writing of any material change, cancellation, or termination of any provision of any policy not less than thirty (30) days prior to the material change, cancellation, or termination thereof.

5.4 If the City fails to maintain the currency of any policy contemplated by this Article 5, without prejudice to any of its other remedies pursuant to this Agreement, the County will have the right to obtain such insurance policy, upon giving ten (10) days advance written notice to the City at the sole expense of the City, which expense shall be payable by the City to the County on demand.
5.5 The acquisition and maintenance by the City of the insurance policies as required pursuant to this Article shall, in no matter whatsoever, limit or restrict the liability of the City under this Agreement.

Article 6 – Indemnification

6.1 Each party shall be liable for and agrees to indemnify and save harmless each and every other party, its agents and employees from and against any and all damage, injury, loss (including loss of life), costs, causes of action, including legal costs on a solicitor and his own client full indemnity basis and claims suffered or incurred by the Indemnified Party, its agents or employees which are in any way connected with the performance of the respective obligations contemplated in this Agreement and which are caused, directly or indirectly or contributed to, in whole or in part, by any act or failure to act of the Indemnifying Party, its agents or employees, in respect of which the Indemnifying Party, its agents or employees is liable or otherwise responsible at law, provided that such indemnity shall be limited to an amount in proportion to which the Indemnifying party and any of its agents and employees are at fault or otherwise held responsible at law.

6.2 The indemnification set forth in Section 6.1 hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

Article 7 – Force Majeure

7.1 If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefore and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided that, in such event, such party shall use its commercially reasonable efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible, to the extent that it is within its power.

Article 8 – Default/Termination

8.1 Prior to the expiry of the Term, this Agreement may be terminated by either party (the “Notifying Party”) upon notice to that effect delivered to the other party (the “Defaulting Party”) if;

(a) if the Defaulting Party is the City, the City fails to pay off the full amount of the invoices submitted by the County, without set-off or abatement, within thirty (30) days;

(b) the Defaulting Party suffers the permanent loss of any permit, license, or approval issued by an party with the authority to issue such permit, license, or approval necessary to permit the Defaulting Party to carry out its obligations pursuant to this agreement,
and such termination shall not limit in any way, the Notifying Party’s
recourse to any remedies to it available at law, equity, or otherwise and in
no event shall the Defaulting Party be relieved of any of its obligations
accruing prior to the effective date of such termination.

8.2 Notwithstanding any provision contained herein to the contrary, prior to the
expiration of the Term, this Agreement may be terminated by either party by
delivery of written notice to the other party to that effect, such termination to
become effective one year after the delivery of such written notice.

Article 9 – General

9.1 Whether or not so stipulated herein, all notices, communication, requests and
statements (in this Section 9.1, the “Notice”) required or permitted hereunder shall
be in writing. Notice shall be served by one of the following means:

(a) personally, by delivering it to the party on whom it is to be served at the
address set out herein, provided such delivery shall be during normal
business hours. Personally delivered Notice shall be deemed received when
actually delivered as aforesaid and addressed as specified in subsection (c)
below; or

(b) by telex or by any other like method by which a written or recorded
message may be sent, directed to the party on whom it is to be served at that
address set out herein. Notice so served shall be deemed received on the
earlier of:

i. upon transmission with answer back confirmation if received within
the normal working hours of the business day; or

ii. at the commencement of the next ensuing business day following
transmission with answer back confirmation thereof; or

(c) by mailing first class registered post, postage prepaid, to the party on whom
it is served. Notice so served shall be deemed to be received six days after
the date it is postmarked. In the event of postal interruption, no notice sent
by means of the postal system during or within seven days prior to the
commencement of such postal interruption or seven days after the cessation
of such postal interruption shall be deemed to have been received unless
actually received;

except as herein otherwise provided. Notice required to be given pursuant
to this Agreement shall be deemed to have been received by the addressee
on the date received when served by hand or courier, or ten days after the
same has been mailed in a prepaid envelope by single registered mail to:
The City:
City of Wetaskiwin
Box 6210
Wetaskiwin, AB
T9A 2E9
Attention: City Manager
Phone: (780) 361-4400
Fax: (780) 352-0930

The County
Box 6960
Wetaskiwin, AB
T9A 2G5
Attention: Chief Administrative Officer
Phone: (780) 352-3321
Fax: (780) 352-3486

9.2 This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

9.3 Time shall be of the essence of this Agreement.

9.4 The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct, or enlarge the scope or meaning of this Agreement or any provisions hereof.

9.5 Nothing contained herein shall be deemed or construed by the parties nor by any third party as creating the relationship of principal or agent or of partnership, employer or employee or joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent service agreement between two parties at arms length.

9.6 The parties acknowledge that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement and that this Agreement constitutes the entire agreement between the City and the County.

9.7 The parties and each of them do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
9.8 This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

9.9 No consent or waiver express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

9.10 Any reference to a statute shall include and be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

9.11 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

9.12 The provisions contained in Article 6 herein shall survive the expiry or termination of this Agreement for the benefit of the party relying upon the same and shall not be merged therein or therewith.

9.13 Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

9.14 Wherever the singular, plural, masculine, feminine, or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic, or body corporate where the fact or context so requires and the provisions hereof.

9.15 Neither party shall assign its interest in this Agreement or any part hereof, in any manner whatsoever without having first received written consent from the other party, such consent not to be unreasonably withheld.
IN WITNESS WHEREOF the parties have executed this Agreement effective as of the first date written above.

COUNTY OF WETASKIWIN NO. 10

Per: __________________________

CITY OF WETASKIWIN

Per: __________________________

Per: __________________________
Schedule “A”
Rates and Charges

Seasonal Weed Inspector

Wages $22.13/hr
Benefits $6.20/hr
Truck $19.00/hr

ASB Foreman

Wages $40.73/hr
Benefits $12.22/hr
Truck $19.00/hr

Director of Agricultural Services

Wages $61.33/hr
Benefits $18.40/hr
Truck $19.00/hr

*All charges will be accompanied by an additional twenty-five (25) percent administration charge*

*Rates may be amended*
Schedule “B”
List of Weeds
(As determined by the Province of Alberta)

Noxious Weeds

- Baby’s-breath, common
- Bellflower, creeping
- Bindweed, field
- Blueweed
- Brome, downy
- Brome, Japanese
- Burdock, great
- Burdock, woolly
- Buttercup, tall
- Chamomile, scentless
- Clematis, yellow
- Cockle, white
- Daisy, oxeye
- Dame’s rocket
- Henbane, black
- Horary cress, globe-podded
- Horary cress, heart-podded
- Horary cress, lens-podded
- Hound’s-tongue
- Mullein, common
- Pepper-grass, broad leafed
- Scabious, field
- Sow thistle, perennial
- Spurge, leafy
- Tansy, common
- Thistle, Canada
- Toadflax, Dalmation
- Toadflax, yellow

Prohibited Noxious Weeds

- Autumn olive
- Balsam, Himalayan
- Barberry, common
- Bartsia, red
- Buckthorn, common
- Cinquefoil, sulphur
- Crupina, common
- Dyer’s woad
- Eurasian water milfoil
- Flowering rush
- Garlic mustard
- Goatgrass, jointed
- Hawkweed, meadow
- Hawkweed, mouse-ear
- Hawkweed, orange
- Hoary alyssum
- Hogweed, giant
- Iris, pale yellow
- Knapweed, bighead
- Knapweed, black
- Knapweed, brown
- Knapweed, diffuse
- Knapweed, hybrid
- Knapweed, meadow
- Knapweed, Russian
- Knapweed, spotted
- Knapweed, squarrose
- Knapweed, Tyrol
- Knotweed, giant
- Knotweed, hybrid Japanese
- Knotweed, Japanese
- Loosestrife, purple
- Medusahead
- Nutsedge, yellow
- Puncturevine
- Ragwort, tansy
- Rush skeletonweed
- Saltcedar
- Saltlover
- St John’s-wort, common
- Starthistle, yellow
- Tamarisk, Chinese
- Tamarisk, smallflower
- Thistle, marsh
- Thistle, nodding
- Thistle, plumeless
Schedule “C”
Organizational Flow Chart

County CAO

County Director of Ag Services

County ASB Foreman

County Weed Inspector

City Community Peace Officer Supervisor

City Bylaw Officer
March 3, 2020

Attn: Steven Majek, CAF
Director of Agricultural Services
County Of Wetaskiwin

Re: Weed inspection Services Agreement

The City of Wetaskiwin is withdrawing the termination request in the contract between the City and County for the services of weed inspector. The letter Eric Christensen sent September 19, 2019 on behalf of the city is to be withdrawn. The contract we have in place will remain intact until the end of 2021.

If you have any questions or concerns you may contact me or Sue Howard, Director of Municipal Services.

Regards,

[Signature]

Sgt. Trent Jager
Senior Peace Officer
City of Wetaskiwin

CC: Jeff Chipley
2020 Agricultural Service Board Strategic Planning Outcomes – Report

Meeting Date (Report Reference Only): 2020/03/11
Meeting (Report Reference Only): Agricultural Service Board

Background

At the Agricultural Service Board Meeting of January 6, 2020, it was resolved that Administration bring forward a finalized Strategic Plan based on the feedback received for consideration at the next Agricultural Service Board meeting. (Ref. Resolution #AG20200106.005)

Administration has provided the outcomes for review by the Agricultural Service Board.

Recommendations

Administration recommends that the Agricultural Service Board accept the Outcomes of the January 6, 2020 Strategic Planning Session as presented.

Recommended Resolution

that the Agricultural Service Board accept the Outcomes of the January 6, 2020 Strategic Planning Session as presented.
<table>
<thead>
<tr>
<th>Original</th>
<th>Amended</th>
<th>Priorities (High or Low Plans (5-10 yr))</th>
<th>Outcomes</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Agricultural Administration</strong></td>
<td>Provide three $1,000.00 bursaries to residents with co-terminus boundaries of the County who have entered into agriculture related post secondary education</td>
<td>On-going</td>
<td>Changed to reflect current practice.</td>
<td>n/a</td>
</tr>
<tr>
<td><strong>Pest Management</strong></td>
<td>Provide five $1,000.00 bursaries to residents with co-terminus boundaries of the County who have entered into agriculture related post secondary education. Applicants may only receive the bursary once.</td>
<td>On-going</td>
<td>Changed to reflect current practice.</td>
<td>n/a</td>
</tr>
<tr>
<td>Provide Beaver dam removal on private property at cost</td>
<td>Provide Beaver dam removal on private property at cost as resources allow.</td>
<td>On-going</td>
<td>Changed to reflect current practice.</td>
<td>n/a</td>
</tr>
<tr>
<td><strong>Producer Awareness</strong></td>
<td>Actively connect/partner with external groups putting on Agriculture related events. More information for the public.</td>
<td>On-going</td>
<td></td>
<td>n/a</td>
</tr>
<tr>
<td>Continue to look for a concrete western location for equipment rental. (Strategic placement) Producers don’t have to come to Wetaskiwin to pick-up sprayer.</td>
<td>High Priority 2nd Quarter</td>
<td></td>
<td></td>
<td>?</td>
</tr>
<tr>
<td><strong>Vegetation Management/Water Management</strong></td>
<td>Research the potential of spraying to/through the fence line. “Go Spray” Program. Ensure communication is completed beforehand. Weeds controlled along head lands of properties.</td>
<td>High Priority 3rd Quarter</td>
<td></td>
<td>n/a</td>
</tr>
</tbody>
</table>
Weed Enforcement Process for 2020 Season – Report

Meeting Date (Report Reference Only): 2020/03/11
Meeting (Report Reference Only): Agricultural Service Board

Background

There have been eighty-nine (89) Weed Notices issued for the 2020 season with seventy-five (75) of those Weed Notices being for Prohibited Noxious weeds. These Notices were issued in 2019 for follow-up in 2020 and are located mostly in Divisions 6 and 7 where the almost exclusively majority of Prohibited Noxious Weeds, being mainly Hawkweeds, are found, along with some Notices being within areas near the Town of Millet and City of Wetaskiwin.

Six (6) Weed Inspectors will be begin working for the County of Wetaskiwin May 1, 2020. Upon commencement of their employment, Weed Inspectors will undertake annual training, which includes full-day training on Weed Inspection Reporting through Munisight, a full-day Weed Inspector Workshop, and necessary health and safety training such as first aid, defensive driving, etc.

Upon completion of training, one of the first tasks of the Weed Inspectors will be to contact all landowners who have received a Weed Notice several weeks prior to the due date on the Notice and work with the landowner to assist in the development of a plan to eradicate the Prohibited Noxious weeds. Should the Weed Inspector(s) be unsuccessful in contacting and communicating with the landowner after numerous attempts and exhausting all feasible avenues to adequately communicate with the landowner, the County will move forward with enforcement provisions.

Additionally, when adequate contact is initially made, Weed Inspectors will be once again providing an information package to the landowner that includes:

- Weed Information (Alberta Invasive Species);
- Herbicide Controls for Weeds;
- Herbicide Application Directory;
- Equipment Rentals Including County Sprayers;
- Safety Data Sheets of Three Main Herbicides Used to Eradicate the Weed in Question; and
- Labels of Three Main Herbicides, which include grazing and recropping restrictions (if any).
Administration notes that the informational package identified has been provided to all property owners of the County whenever a weed inspection report is sent to the property owner, excluding the Safety Data Sheets and Labels, which will be provided moving forward in all informational packages that are sent with weed inspection reports, as well as in this follow-up contact that will once Weed Inspectors commence employment for the 2020 season.

Additionally, Administration is continuing to work with one contractor, who conducted enforcement work in 2019 on behalf of the County. Furthermore, Administration is continually seeking contractors to be added to the Herbicide Application Directory and potentially perform enforcement work for the County so long as it is completed in an efficient and fiscally prudent manner.

The Informational Package listed has been provided for review by the Agricultural Service Board.

**Recommendations**

Administration recommends that the Agricultural Service Board accept the weed enforcement process for the 2020 season as information.

**Recommended Resolution**

that the Agricultural Service Board accept the weed enforcement process for the 2020 season as information.
### Herbicide Application Directory

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Location</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACE Vegetation</strong></td>
<td>Nisku</td>
<td>780-955-8980</td>
</tr>
<tr>
<td>Only commercial &amp; industrial (big trucking yards, oil leases, etc.). No crops or pastureland.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Co-op AGRO. (formerly Parkland Fertilizer)</strong></td>
<td>Wetaskiwin</td>
<td>780-352-3359</td>
</tr>
<tr>
<td>*Sells herbicide, provides product application in larger areas such as pastures and fields</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Crop Guard Services Ltd.</strong></td>
<td>Ponoka</td>
<td>403-357-7236</td>
</tr>
<tr>
<td>Cropland only or pasture that is under 5 years old and is not rough.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Flowline Technologies &amp; Consulting Inc.</strong></td>
<td>Buck Lake</td>
<td>780-621-8330</td>
</tr>
<tr>
<td>*Can spray any type &amp; size of property. Pastures and Rangeland. Wellsite, small yards, such as in Subdivisions and Villages.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Howard Betlamini) or (Louie Banack)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GT Custom Spraying (Troy Monea)</strong></td>
<td>Millet</td>
<td>780-387-6313</td>
</tr>
<tr>
<td><strong>Gunslinger Vegetation Management Solutions (Warren Abel)</strong></td>
<td>Thorsby</td>
<td>780-940-2466</td>
</tr>
<tr>
<td>*Can spray any type &amp; size of property. Pastures and Rangeland. Wellsite, small yards, such as in Subdivisions and Villages.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hytek (Tim Bruun)</strong></td>
<td>Millet</td>
<td>780-387-6370</td>
</tr>
<tr>
<td>Mostly AG lands (big, open areas with a 60 foot boom). Needs 14 feet wide to get in.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Meinema Custom Spraying</strong></td>
<td>Lacombe</td>
<td>403-588-4685</td>
</tr>
<tr>
<td><strong>Performance Ag Group (formerly) Har-De Agri Services Ltd.)</strong></td>
<td>Calmar</td>
<td>780-985-3852</td>
</tr>
<tr>
<td>Sells herbicide in bulk. Sells PAR III in 4 &amp; 10 Litre jugs. Does not provide herbicide application services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Richardson Pioneer (Bigstone Agro)</strong></td>
<td>Wetaskiwin</td>
<td>780-352-3362</td>
</tr>
<tr>
<td>*Only sells herbicide, no application services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hodge Vegetation Control Ltd.</strong></td>
<td>Whitecourt</td>
<td>780-396-9597</td>
</tr>
<tr>
<td>*provides vegetation control for clients across Alberta. Herbicide application services for oilfield lease sites, pipeline right-of-ways, roadsides, and pastures.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please see back of the page for information on renting County equipment.
**EQUIPMENT RENTALS**  
**COUNTY OFFICE**  
*Contact: Kirt (780) 361-6243*

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
</table>
| Estate Sprayer - pin hitch | • For use in yards  
• 25 gallon tank that pulls behind garden tractors | $10.00/use |
| Trailer Sprayer - pin hitch| • 7 ft. Wide  
• 36 ft. Spray capacity                                                  | $35.00/use |
| Magpie Traps               |                                                                             | $5.00/week/trap |
| Skunk Traps                |                                                                             | $5.00/week/trap |
# HERBICIDE CONTROLS FOR WEEDS

## CANADA THISTLE

<table>
<thead>
<tr>
<th>In crop: Ally</th>
<th>Suppression in crop only. Cannot seed sensitive crops</th>
</tr>
</thead>
<tbody>
<tr>
<td>Range &amp; Pasture: Escort</td>
<td>No restriction, kills alfalfa for one year</td>
</tr>
<tr>
<td>Curtail M</td>
<td>7 day restriction</td>
</tr>
<tr>
<td>Grazon</td>
<td>Dairy: 7 days • Beef: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td>Restore 2</td>
<td>Dairy: 7 days • Beef: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td>Truvist</td>
<td>Do not graze or feed forage, hay or straw from treated areas to livestock. May damage tender crops.</td>
</tr>
<tr>
<td>Navius VM</td>
<td>No Restrictions</td>
</tr>
</tbody>
</table>

## COMMON TANSY

<table>
<thead>
<tr>
<th>In crop: Ally</th>
<th>Cannot seed sensitive crops</th>
</tr>
</thead>
<tbody>
<tr>
<td>Range &amp; Pasture: Escort</td>
<td>No restriction, kills alfalfa for one year</td>
</tr>
<tr>
<td>Truvist</td>
<td>Do not graze or feed forage, hay or straw from treated areas to livestock. May damage tender crops.</td>
</tr>
<tr>
<td>Reclaim 2</td>
<td>• Dairy: 7 days • Beef: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td>Navius VM</td>
<td>No Restrictions</td>
</tr>
</tbody>
</table>

## HAWKWEEDS (ORANGE & MEADOW)

<table>
<thead>
<tr>
<th>Par III or Premium 3-Way</th>
<th>For established TURF GRASS (LAWN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reclaim 2</td>
<td>• Dairy: 7 days • Beef Meat: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td>Restore 2</td>
<td>• Dairy: 7 days • Beef Meat: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td>Truvist</td>
<td>Do not graze or feed forage, hay or straw from treated areas to livestock. May damage tender crops.</td>
</tr>
<tr>
<td>Navius VM</td>
<td>No Restrictions</td>
</tr>
</tbody>
</table>

## LEAFY SPURGE

<table>
<thead>
<tr>
<th>2, 4-D (wet areas)</th>
<th>30 meters away from open water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grazon XC</td>
<td>Dairy: 7 days • Beef: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td>Truvist</td>
<td>Do not graze or feed forage, hay or straw from treated areas to livestock. May damage tender crops.</td>
</tr>
<tr>
<td>Navius VM</td>
<td>No Restrictions</td>
</tr>
</tbody>
</table>

## OX-EYE DAISY

<table>
<thead>
<tr>
<th>Tordon 22K</th>
<th>Dairy: 6 weeks • Beef: remove 3 days before slaughter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fertilizer</td>
<td>100 lbs. of nitrogen and also phosphorus, potassium, sulfur blend (N &amp; PKS)</td>
</tr>
<tr>
<td>Grazon XC</td>
<td>Dairy: 7 days • Beef: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td>Truvist</td>
<td>Do not graze or feed forage, hay or straw from treated areas to livestock. May damage tender crops.</td>
</tr>
<tr>
<td>Restore 2</td>
<td>• Dairy: 7 days • Beef: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td>Reclaim 2</td>
<td>• Dairy: 7 days • Beef: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td><strong>TALL BUTTERCUP</strong></td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------</td>
</tr>
<tr>
<td><strong>MCPA Amine</strong></td>
<td>7 day restriction</td>
</tr>
<tr>
<td><strong>Grazon XC</strong></td>
<td>Dairy: 7 days • Beef Meat: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td><strong>Restore 2</strong></td>
<td>• Dairy: 7 days • Beef: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td><strong>Reclaim 2</strong></td>
<td>• Dairy: 7 days • Beef: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td><strong>Truvist</strong></td>
<td>Do not graze or feed forage, hay or straw from treated areas to livestock. May damage tender crops.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>SCENTLESS CHAMOMILE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lontrel</strong></td>
<td>No restriction at low rate</td>
</tr>
<tr>
<td><strong>In crop: Ally</strong></td>
<td>Cannot seed sensitive crops</td>
</tr>
<tr>
<td><strong>Range &amp; Pasture: Escort</strong></td>
<td>No restriction, kills alfalfa for one year</td>
</tr>
<tr>
<td><strong>Grazon XC</strong></td>
<td>Dairy: 7 days • Beef Meat: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td><strong>Buctril M (when young)</strong></td>
<td>Do not graze for 30 days</td>
</tr>
<tr>
<td><strong>Bardner (when young)</strong></td>
<td>Do not graze for 30 days</td>
</tr>
<tr>
<td><strong>Restore 2</strong></td>
<td>• Dairy: 7 days • Beef: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td><strong>Reclaim 2</strong></td>
<td>• Dairy: 7 days • Beef: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td><strong>Truvist</strong></td>
<td>Do not graze or feed forage, hay or straw from treated areas to livestock. May damage tender crops.</td>
</tr>
<tr>
<td><strong>Navius VM</strong></td>
<td>No Restrictions</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>WHITE COCKLE</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>In crop: Ally</strong></td>
<td>Cannot seed sensitive crops</td>
</tr>
<tr>
<td><strong>Range &amp; Pasture: Escort</strong></td>
<td>No restriction, kills alfalfa for one year</td>
</tr>
<tr>
<td><strong>Restore 2</strong></td>
<td>• Dairy: 7 days • Beef: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td><strong>Truvist</strong></td>
<td>Do not graze or feed forage, hay or straw from treated areas to livestock. May damage tender crops.</td>
</tr>
<tr>
<td><strong>Navius VM</strong></td>
<td>No Restrictions</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>YELLOW TOADFLAX</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Roundup (spot sprayed)</strong></td>
<td>No restriction</td>
</tr>
<tr>
<td><strong>Tordon 22k</strong></td>
<td>Dairy: 6 weeks • Beef: remove 3 days before slaughter</td>
</tr>
<tr>
<td><strong>Grazon XC</strong></td>
<td>Dairy: 7 days • Beef Meat: remove 3 days before slaughter • Do not harvest grass for hay within 30 days after application.</td>
</tr>
<tr>
<td><strong>Ally (Cropland)</strong></td>
<td>Cannot seed sensitive crops</td>
</tr>
</tbody>
</table>

**Note that these are only product suggestions. All chemical use should be further researched for specific restrictions and application procedures. Please ensure that you have read the products label carefully.**
Meadow Hawkweed
Hieracium caespitosum

Overview:
Meadow hawkweed is a member of the Aster Family native to Europe. It is a fibrous rooted, perennial herb with a milky latex in the stems and leaves. Hawkweeds reproduce by seeds and vegetatively by numerous horizontal stolons, and rhizomes underground. Seeds are produced by apomixis - asexually - as non-native hawkweeds are polyploids (n=9), as opposed to the native diploid hawkweeds. Occasional sexual reproduction occurs. Hawkweeds develop a low rosette of basal leaves before producing a flowering stem. Dandelion-like flowers are borne at the ends of stems.

Non-native hawkweeds exhibit many characteristics of an invasive plant: high seed production and germination rates, asexual seed production, wind-dispersed seed, vegetative reproduction via rhizomes, stolons, and root fragments, and rapid growth. A few invasive hawkweed species are popular ornamentals. All of these characteristics facilitate rapid colonization and monopolizing of resources. An undetected patch of hawkweed has great potential to become an eradicable infestation.

Habitat:
Hawkweeds prefer well drained, coarse textured soils, moderately low in organic matter, in mesic habitats. It can successfully grow under coniferous forest canopy.

Identification:
Stems: Are erect, solitary, and bear simple, glandular and stellate hairs. Plants grow 20-70 cm. Stolons are sometimes short and inconspicuous. Basal leaves are oblong/lance-shaped to spoon-shaped, and 5-25 cm long 1-3 cm wide. Basal leaves are persistent and have petioles. The upper leaf surfaces bear long simple hairs and few to none stellate hairs. The lower surfaces bear moderately dense stellate and long simple hairs. Leaf margins may be entire or minutely toothed. Yellow ray flowers are borne in compact, flat-topped clusters of 20-50. Involucral bracts are lance-shaped, 5-9 mm tall, not graduated, and bear many simple and glandular hairs, and a few stellate hairs. Achenes are 1.5-2 mm long, with a dirty-white pappus.

Prevention:
Learning to recognize hawkweeds from the many yellow-flowered members of the Aster Family is key to prevention. Hairs are an important characteristic of non-native hawkweeds and also in distinguishing between species. Stolons facilitate rapid colonization of a patch of ground. Long term management of hawkweeds requires maintaining healthy forbs and grasses - fertilization of desirable vegetation can result in out-competition of hawkweeds. Re-seed disturbance in areas susceptible to hawkweed invasion.

Control:
Grazing: Unknown. Invasive plants should never be considered as forage.
Mechanical: Mowing before flowering will prevent seed production of taller plants continued next page
Meadow Hawkweed (Continued)

but will not inhibit reproduction via stolons and rhizomes. Hand digging of small infestations where all stolons and root can be removed may be effective. Root fragments can generate new plants, therefore any mechanical tilling/cultivation would be ineffective.

Chemical: Hexazinone, 2,4-D, and glyphosate are registered for use on *Hieracium* spp./hawkweeds. Always check product labels to ensure the herbicide is registered for use on the target plant in Canada by the Pest Management Regulatory Agency. Consult your local Agricultural Fieldman or Certified Pesticide Dispenser for more information.

Biological: None researched to date.
Overview:

Orange hawkweed is a member of the Aster Family native to Europe. It is a fibrous rooted, perennial herb with a milky latex in the stems and leaves. Hawkweeds reproduce by seeds and vegetatively by numerous horizontal stolons, and rhizomes underground. Seeds are produced by apomixis — asexually — as non-native hawkweeds are polyploids (n=9), as opposed to the native diploid hawkweeds. Occasional sexual reproduction occurs.

Hawkweeds develop a low rosette of basal leaves before producing a flowering stem. Dandelion-like flowers are borne at the ends of stems. Orange hawkweed is unique among both native and introduced hawkweeds in that flowers are a fiery orange colour. All other hawkweed are yellow flowered and there is one white flowered species.

Non-native hawkweeds exhibit many characteristics of an invasive plant: high seed production and germination rates, asexual seed production, wind-dispersed seed, vegetative reproduction via rhizomes, stolons, and root fragments, and rapid growth. A few invasive hawkweed species are popular ornamentals. All of these characteristics facilitate rapid colonization and monopolizing of resources. An undetected patch of hawkweed has great potential to become an eradicable infestation.

Habitat:

Hawkweeds prefer well drained, coarse textured soils, moderately low in organic matter, in mesic habitats. It can successfully grow under coniferous forest canopy.

Identification:

Stems: Are erect, usually solitary, and leafless or with leaves or with just 1 or 2 greatly reduced leaves. Stems bear numerous stellate, glandular, and simple hairs. Plants grow 10-60 cm. Stolons are present and hairy.

Leaves: Basal leaves are oblong/lance-shaped to elliptic, and narrow to a petiole, and 4-20 cm long 1-3.5 cm wide. The upper leaf surfaces bear numerous simple hairs and the lower surfaces bear both simple and stellate hairs. Leaf margins may be entire or slightly toothed.

Flowers: Red-orange ray flowers are borne in open, rounded clusters of 20-50. Involucral bracts are lance-shaped, 5-8 mm tall, with numerous stellate, blackish glandular, and simple hairs. Achenes are narrowed at the base, 1.5-2 mm long, with a brownish pappus.

Prevention:

Learning to recognize hawkweeds from the many yellow-flowered members of the Aster Family is key to prevention. Hairs are an important characteristic of non-native hawkweeds and also in distinguishing between species. Stolons facilitate rapid colonization of a patch of ground. Long term management of hawkweeds requires maintaining healthy forbs and grasses — fertilization of desirable vegetation can result in out-competition of hawkweeds. Re-seed disturbance in areas susceptible to hawkweed invasion.

Control:

continued next page
Grazing: Unknown. Invasive plants should never be considered as forage.

Mechanical: Mowing before flowering will prevent seed production of taller plants but will not inhibit reproduction via stolons and rhizomes. Hand digging of small infestations where all stolons and root can be removed may be effective. Root fragments can generate new plants, therefore any mechanical tilling/cultivation would be ineffective.

Chemical: Hexazinone, 2,4-D, and glyphosate are registered for use on *Hieracium* spp./hawkweeds. Always check product labels to ensure the herbicide is registered for use on the target plant in Canada by the Pesticide Management Regulatory Agency. Consult your local Agricultural Fieldman or Certified Pesticide Dispenser for more information.

Biological: The stolon-tip gall wasp *Aulacidea subterminalis* was first released in BC in 2011. Results are pending.3

REFERENCES
Material Safety Data Sheet
Dow AgroSciences Canada Inc.

Product Name: Restore* II Herbicide
Issue Date: 2012.08.21

Dow AgroSciences Canada Inc. encourages and expects you to read and understand the entire (M)SDS, as there is important information throughout the document. We expect you to follow the precautions identified in this document unless your use conditions would necessitate other appropriate methods or actions.

1. Product and Company Identification

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Restore* II Herbicide</th>
</tr>
</thead>
</table>

**COMPANY IDENTIFICATION**
Dow AgroSciences Canada Inc.
A Subsidiary of The Dow Chemical Company
Suite 2100, 450 1st Street SW
Calgary, AB T2P 5H1
Canada

For MSDS updates and Product Information: 800-667-3852
Revision: 2012.08.21
Customer Information Number: 800-667-3852
solutions@dow.com

**EMERGENCY TELEPHONE NUMBER**
24-Hour Emergency Contact: 613-996-6666
Local Emergency Contact: 613-996-6666

2. Hazards Identification

**Emergency Overview**
Color: Yellow to orange
Physical State: Liquid
Odor: Mild

Hazards of product:

<table>
<thead>
<tr>
<th>CAUTION! May cause eye irritation. Isolate area. Toxic fumes may be released in fire situations.</th>
</tr>
</thead>
</table>

TM * Trademark of Dow AgroSciences LLC
**Potential Health Effects**

**Eye Contact:** May cause moderate eye irritation. May cause slight corneal injury.

**Skin Contact:** Brief contact may cause slight skin irritation with local redness.

**Skin Absorption:** Prolonged skin contact is unlikely to result in absorption of harmful amounts.

**Inhalation:** Prolonged exposure is not expected to cause adverse effects. Based on the available data, respiratory irritation was not observed.

**Ingestion:** Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury.

**Aspiration hazard:** Based on available information, aspiration hazard could not be determined.

**Effects of Repeated Exposure:** For the active ingredient(s): In animals, effects have been reported on the following organs: Adrenal gland. Bone marrow. Eye. Gastrointestinal tract. Kidney. Liver. Spleen. Testes. Thyroid. For the minor component(s): In animals, effects have been reported on the following organs: Kidney. Liver. In rare cases, repeated excessive exposure to propylene glycol may cause central nervous system effects.

**Birth Defects/Developmental Effects:** For similar active ingredient(s). 2,4-Dichlorophenoxyacetic acid. Has been toxic to the fetus in laboratory animals at doses toxic to the mother.

**Reproductive Effects:** For similar active ingredient(s). 2,4-Dichlorophenoxyacetic acid. In laboratory animals, excessive doses toxic to the parent animals caused decreased weight and survival of offspring.

### 3. Composition/information on ingredients

<table>
<thead>
<tr>
<th>Component</th>
<th>CAS #</th>
<th>Amount W/W</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,4-D Dimethylamine Salt</td>
<td>2008-39-1</td>
<td>41.26 %</td>
</tr>
<tr>
<td>Aminopyralid Triisopropanolamine Salt</td>
<td>566191-89-7</td>
<td>8.24 %</td>
</tr>
<tr>
<td>Propylene glycol</td>
<td>57-55-0</td>
<td>5.0 %</td>
</tr>
<tr>
<td>Balance</td>
<td>Not available</td>
<td>45.5 %</td>
</tr>
</tbody>
</table>

Amounts are presented as percentages by weight.

### 4. First-aid measures

**Description of first aid measures**

**General advice:** If potential for exposure exists refer to Section 8 for specific personal protective equipment.

**Inhalation:** Move person to fresh air. If person is not breathing, call an emergency responder or ambulance, then give artificial respiration; if by mouth to mouth use rescuer protection (pocket mask etc). Call a poison control center or doctor for treatment advice.

**Skin Contact:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

**Eye Contact:** Hold eyes open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes. Call a poison control center or doctor for treatment advice. Suitable emergency eye wash facility should be available in work area.

**Ingestion:** Immediately call a poison control center or doctor. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give any liquid to the person. Do not give anything by mouth to an unconscious person. Never give anything by mouth to an unconscious person.

**Most important symptoms and effects, both acute and delayed**

Aside from the information found under Description of first aid measures (above) and indication of immediate medical attention and special treatment needed (below), no additional symptoms and effects are anticipated.
5. Fire Fighting Measures

Suitable extinguishing media
To extinguish combustible residues of this product use water fog, carbon dioxide, dry chemical or foam.

Special hazards arising from the substance or mixture
Hazardous Combustion Products: Under fire conditions some components of this product may decompose. The smoke may contain unidentified toxic and/or irritating compounds. Combustion products may include and are not limited to: Nitrogen oxides. Hydrogen chloride. Carbon monoxide. Carbon dioxide. Ammonia.
Unusual Fire and Explosion Hazards: This material will not burn until the water has evaporated. Residue can burn.
Advice for firefighters
Fire Fighting Procedures: Keep people away. Isolate fire and deny unnecessary entry. Use water spray to cool fire exposed containers and fire affected zone until fire is out and danger of reignition has passed. To extinguish combustible residues of this product use water fog, carbon dioxide, dry chemical or foam. Contain fire water run-off if possible. Fire water run-off, if not contained, may cause environmental damage. Review the "Accidental Release Measures" and the "Ecological Information" sections of this (M)SDS.
Special Protective Equipment for Firefighters: Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves). If protective equipment is not available or not used, fight fire from a protected location or safe distance.
See Section 9 for related Physical Properties

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures: Isolate area. Keep unnecessary and unprotected personnel from entering the area. Refer to Section 7, Handling, for additional precautionary measures. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

Environmental precautions: Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.
Methods and materials for containment and cleaning up: Contain spilled material if possible. Small spills: Absorb with materials such as: Clay. Dirt. Sand. Sweep up. Collect in suitable and properly labeled containers. Large spills: Contact Dow AgroSciences for clean-up assistance. See Section 13, Disposal Considerations, for additional information.

7. Handling and Storage

Handling
General Handling: Keep out of reach of children. Do not swallow. Avoid breathing vapor or mist. Avoid contact with eyes, skin, and clothing. Wash thoroughly after handling. Use with adequate ventilation. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION.
Storage
Store in a dry place. Store in original container. Keep container tightly closed when not in use. Do not store near food, foodstuffs, drugs or potable water supplies.

8. Exposure Controls / Personal Protection

Exposure Limits

<table>
<thead>
<tr>
<th>Component</th>
<th>List</th>
<th>Type</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Propylene glycol</td>
<td>WEEL</td>
<td>TWA</td>
<td>10 mg/m3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Aerosol.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CAD ON OEL</td>
<td>TWAEV</td>
<td>155 mg/m3 50 ppm</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total vapor and aerosol.</td>
<td></td>
</tr>
</tbody>
</table>

Consult local authorities for recommended exposure limits.
RECOMMENDATIONS IN THIS SECTION ARE FOR MANUFACTURING, COMMERCIAL BLENDING AND PACKAGING WORKERS. APPLICATORS AND HANDLERS SHOULD SEE THE PRODUCT LABEL FOR PROPER PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING.

Personal Protection

Eye/Face Protection: Use chemical goggles.

Skin Protection: Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

Hand protection: Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Butyl rubber. Natural rubber ("latex"). Neoprene. Nitrile/Butadiene rubber ("nitrile" or "NBR"). Polyethylene. Ethyl vinyl alcohol laminate ("EVAL"). Polyvinyl chloride ("PVC" or "Vinyl"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Respiratory Protection: Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Organic vapor cartridge with a particulate pre-filter.

Ingestion: Use good personal hygiene. Do not consume or store food in the work area. Wash hands before smoking or eating.

Engineering Controls

Ventilation: Use local exhaust ventilation, or other engineering controls to maintain airborne levels below exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, general ventilation should be sufficient for most operations.

9. Physical and Chemical Properties

<table>
<thead>
<tr>
<th>Appearance</th>
<th>Liquid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical State</td>
<td>Liquid</td>
</tr>
<tr>
<td>Color</td>
<td>Yellow to orange</td>
</tr>
<tr>
<td>Odor</td>
<td>Mild</td>
</tr>
<tr>
<td>Odor Threshold</td>
<td>No test data available</td>
</tr>
<tr>
<td>pH</td>
<td>6.69 ( @ 1 %) pH Electrode (1% aqueous suspension)</td>
</tr>
<tr>
<td>Melting Point</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>
Freezing Point: No test data available
Boiling Point (760 mmHg): No test data available
Flash Point - Closed Cup: > 100 °C Pensky-Martens Closed Cup ASTM D 93
Evaporation Rate: No test data available
(Butyl Acetate = 1)
Flammable Limits In Air: Lower: No test data available, Upper: No test data available
Vapor Pressure: No test data available
Vapor Density (air = 1): No test data available
Specific Gravity (H2O = 1): No test data available
Solubility in water: No test data available
(by weight)
Partition coefficient, n-octanol/water (log Pow): No data available for this product. See Section 12 for individual component data.
Autoignition Temperature: No test data available
Decomposition: No test data available
Temperature: Liquid Density 1.173 g/ml @ 20 °C Digital density meter

10. Stability and Reactivity

Reactivity
No dangerous reaction known under conditions of normal use.

Chemical stability
Stable under recommended storage conditions. See Storage, Section 7.

Possibility of hazardous reactions
Polymerization will not occur.

Conditions to Avoid: Some components of this product can decompose at elevated temperatures. Generation of gas during decomposition can cause pressure in closed systems.


Hazardous decomposition products
Decomposition products depend upon temperature, air supply and the presence of other materials. Decomposition products can include and are not limited to: Ammonia. Hydrogen chloride. Nitrogen oxides. Toxic gases are released during decomposition.

11. Toxicological Information

Acute Toxicity
Ingestion
As product: LD50, rat, female > 2,000 mg/kg
Dermal
As product: LD50, rat, male and female > 5,000 mg/kg
Inhalation
As product: LC50, 4 h, Liquid aerosol., rat > 5.26 mg/l

Eye damage/eye irritation
May cause moderate eye irritation. May cause slight corneal injury.

Skin corrosion/irritation
Brief contact may cause slight skin irritation with local redness.

Sensitization
Skin
Did not demonstrate the potential for contact allergy in mice.

Respiratory
No relevant data found.
Repeated Dose Toxicity
For the active ingredient(s): In animals, effects have been reported on the following organs: Adrenal gland. Bone marrow. Eye. Gastrointestinal tract. Kidney. Liver. Spleen. Testes. Thyroid. For the minor component(s): In animals, effects have been reported on the following organs: Kidney. Liver. In rare cases, repeated excessive exposure to propylene glycol may cause central nervous system effects.

Chronic Toxicity and Carcinogenicity
For similar active ingredient(s). Aminopyralid. Did not cause cancer in laboratory animals. For similar active ingredient(s). 2,4-Dichlorophenoxyacetic acid. Available data are inadequate to evaluate carcinogenicity. Various animal cancer tests have shown no reliably positive association between 2,4-D exposure and cancer. Epidemiology studies on herbicide use have been both positive and negative with the majority being negative.

Developmental Toxicity
For similar active ingredient(s). 2,4-Dichlorophenoxyacetic acid. Has been toxic to the fetus in laboratory animals at doses toxic to the mother. Did not cause birth defects in laboratory animals. For similar active ingredient(s). Aminopyralid. Did not cause birth defects or other effects in the fetus even at doses which caused toxic effects in the mother.

Reproductive Toxicity
For similar active ingredient(s). 2,4-Dichlorophenoxyacetic acid. In laboratory animals, excessive doses toxic to the parent animals caused decreased weight and survival of offspring. For similar active ingredient(s). Aminopyralid. In animal studies, did not interfere with reproduction.

Genetic Toxicology
For the active ingredient(s): 2,4-D SALTS Aminopyralid. In vitro genetic toxicity studies were predominantly negative. For the active ingredient(s): Animal genetic toxicity studies were inconclusive.

12. Ecological Information

Toxicity
Material is slightly toxic to aquatic organisms on an acute basis (LC50/EC50 between 10 and 100 mg/L in the most sensitive species tested).

Fish Acute & Prolonged Toxicity
LC50, Lepomis macrochirus (Bluegill sunfish), semi-static test, 96 h: 83 mg/l

Aquatic Invertebrate Acute Toxicity
EC50, Daphnia magna (Water flea), static test, 48 h, immobilization: > 100 mg/l
EC50, eastern oyster (Crassostrea virginica), flow-through test, 96 h, shell growth inhibition: 96 mg/l

Persistence and Degradability
Data for Component: 2,4-D Dimethylamine Salt
Biodegradation under aerobic static laboratory conditions is high (BOD20 or BOD28/ThOD > 40%).
Stability in Water (1/2-life):
0.5 - 11 d
Biological oxygen demand (BOD):

<table>
<thead>
<tr>
<th>BOD 5</th>
<th>BOD 10</th>
<th>BOD 20</th>
<th>BOD 28</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 %</td>
<td>100 %</td>
<td>100 %</td>
<td></td>
</tr>
</tbody>
</table>

Chemical Oxygen Demand: 0.72 mg/mg

Data for Component: Aminopyralid Triisopropanolamine Salt
For similar material(s): Aminopyralid. Material is not readily biodegradable according to OECD/EEC guidelines.

Data for Component: Propylene glycol
Material is readily biodegradable. Passes OECD test(s) for ready biodegradability. Biodegradation may occur under anaerobic conditions (in the absence of oxygen).
**Bioaccumulative potential**

**Data for Component: 2,4-D Dimethylamine Salt**
- Bioaccumulation: Bioconcentration potential is low (BCF < 100 or Log Pow < 3).
- Partition coefficient, n-octanol/water (log Pow): 0.65 Measured
- Bioconcentration Factor (BCF): 0.1 - 0.47; Fish; Measured

**Data for Component: Aminopyralid Triisopropanolamine Salt**
- Bioaccumulation: For similar active ingredient(s). Aminopyralid. Bioconcentration potential is low (BCF < 100 or Log Pow < 3).

**Data for Component: Propylene glycol**
- Bioaccumulation: Bioconcentration potential is low (BCF < 100 or Log Pow < 3).
- Partition coefficient, n-octanol/water (log Pow): -1.07 Measured
- Bioconcentration Factor (BCF): 0.09; Estimated.

**Mobility in soil**

**Data for Component: 2,4-D Dimethylamine Salt**
- Mobility in soil: Potential for mobility in soil is high (Koc between 50 and 150).
- Partition coefficient, soil organic carbon/water (Koc): 72 - 136 Measured

**Data for Component: Aminopyralid Triisopropanolamine Salt**
- Mobility in soil: For similar active ingredient(s), Aminopyralid., Potential for mobility in soil is very high (Koc between 0 and 50).

**Data for Component: Propylene glycol**
- Mobility in soil: Given its very low Henry's constant, volatilization from natural bodies of water or moist soil is not expected to be an important fate process., Potential for mobility in soil is very high (Koc between 0 and 50).
- Partition coefficient, soil organic carbon/water (Koc): < 1 Estimated.
- Henry's Law Constant (H): 1.2E-08 atm*m3/mole Measured

---

**13. Disposal Considerations**

If wastes and/or containers cannot be disposed of according to the product label directions, disposal of this material must be in accordance with your local or area regulatory authorities. This information presented below only applies to the material as supplied. The identification based on characteristic(s) or listing may not apply if the material has been used or otherwise contaminated. It is the responsibility of the waste generator to determine the toxicity and physical properties of the material generated to determine the proper waste identification and disposal methods in compliance with applicable regulations. If the material as supplied becomes a waste, follow all applicable regional, national and local laws.
14. Transport Information

TDG Small container
NOT REGULATED

TDG Large container
NOT REGULATED

IMDG
NOT REGULATED

ICAO/IATA
NOT REGULATED

15. Regulatory Information

CEPA - Domestic Substances List (DSL)
All substances contained in this product are listed on the Canadian Domestic Substances List (DSL) or are not required to be listed.

Hazardous Products Act Information: CPR Compliance
This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all the information required by the CPR.

Hazardous Products Act Information: WHMIS Classification
This product is exempt under WHMIS.

Pest Control Products Act Registration number: 30632

National Fire Code of Canada
Not applicable

16. Other Information

Hazard Rating System

<table>
<thead>
<tr>
<th>NFPA</th>
<th>Health</th>
<th>Fire</th>
<th>Reactivity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>

Recommended Uses and Restrictions

Identified uses
Product use: End use herbicide product

Revision
Identification Number: 1045428 / 1023 / Issue Date 2012.08.21 / Version: 1.0
DAS Code: GF-2833
Most recent revision(s) are noted by the bold, double bars in left-hand margin throughout this document.

Legend

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<table>
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</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Not available</td>
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<tr>
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<td>Weight/Weight</td>
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<td>OEL</td>
<td>Occupational Exposure Limit</td>
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<td>Short Term Exposure Limit</td>
</tr>
<tr>
<td>TWA</td>
<td>Time Weighted Average</td>
</tr>
</tbody>
</table>
Dow AgroSciences Canada Inc. urges each customer or recipient of this (M)SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this (M)SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer’s/user’s responsibility to ensure that his activities comply with all federal, state, provincial or local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer, it is the buyer’s/user’s duty to determine the conditions necessary for the safe use of this product. Due to the proliferation of sources for information such as manufacturer-specific (M)SDSs, we are not and cannot be responsible for (M)SDSs obtained from any source other than ourselves. If you have obtained an (M)SDS from another source or if you are not sure that the (M)SDS you have is current, please contact us for the most current version.
Background

Correspondence was received on January 9, 2020 from the Farm Safety Centre regarding funding for 2020.

During 2019, a total 66,508 children across the rural and remote regions of Alberta received in-class Safety Smart messages. The generosity of many Albertans continued to make this unique farm safety extension effort possible. In 2019, more than 240 entities made cash contributions to support this historically successful farm safety initiative, which is currently in its twenty-second consecutive year of delivery. Fifty-two (52) of these contributions came from Counties and Municipal Districts.

2019 was not a year without worries as the tightening Alberta economy impacted both corporate and government contributions. The Farm Safety Centre follows the motto taught by many grandparents, which is “Use it up – Wear it out – Make it do – Or do without”.

Currently, the on-going commitment of Counties and Municipal Districts across Alberta is essential to the continued viability of province-wide Safety Smart delivery. No other province in Canada has a program with similar reach or impact. Farm Safety Centre acknowledges the very real budget constraints being faced by Counties and Municipal Districts in 2020 yet remain hopeful that supporting face to face farm safety learning will continue to possible for the County of Wetaskiwin.

The 2020 Farm Safety Centre request, based on 2019 in-school delivery to 928 children at $3.50 per student, is $3,248.00.

Each contribution, of any amount, is greatly appreciated and the Farm Safety Centre acknowledges the generous contributions received from the County of Wetaskiwin in previous years.

The power of the Safety Smarts program comes from consistent, reinforced, face to face sharing. Hundreds of rural schools allow time for this program each year because they hear of the close calls and near misses and recognize the importance of their students receiving consistent best practice safety messaging.
The Farm Safety Centre indicated that investing in our children now is a wise investment in the future. Influencing their personal attitudes and actions as they grow and mature will pay significant dividends as they move forward and become the decision makers of tomorrow.

Regarding the request made by the Farm Safety Centre, Administration notes that funding to the organization is already covered under the Grants to Organizations Policy #12.3.2 of the County of Wetaskiwin. As per Policy #12.3.2, the Farm Safety Centre Safety is currently provided $2,600.00 annually for the Safety Smarts Program.

**Recommendations**

Administration recommends that Agricultural Service Board accept the request for funding from the Farm Safety Centre as information as funding for the Farm Safety Centre is already covered under the Grants to Organizations Policy #12.3.2 of the County of Wetaskiwin.

**Recommended Resolution**

that the Agricultural Service Board accept the request for funding from the Farm Safety Centre as information as funding for the Farm Safety Centre is already covered under the Grants to Organizations Policy #12.3.2 of the County of Wetaskiwin.
January 9, 2020

Stephen Majek – Agricultural Fieldman
County of Wetaskiwin
Box 6960
Wetaskiwin, AB T9A 2G5

Stephen:

During 2019 a total of 66,508 children across the rural and remote regions of Alberta received in-class Safety Smarts messages. The generosity of many Albertans continued to make this unique farm safety extension effort possible. In 2019 more than 240 entities made cash contributions to support this historically successful farm safety initiative, which is currently in its 22nd consecutive year of delivery. Fifty two of these contributions came from Alberta’s Counties & MD’s. We continue to be extremely grateful for each dollar donated. (Complete list of 2019 contributors is enclosed)

2019 was not a year without worries as the tightening Alberta economy impacted both corporate and government contributions. The Farm Safety Centre follows the motto taught by many of our grandparents “Use it up – Wear it out – Make it do – Or do without.”

At this time, the on-going commitment of Counties and MD’s across Alberta is essential to the continued viability of province-wide Safety Smarts delivery. No other province in Canada has a program with similar reach or impact. We acknowledge the very real budget constraints being faced by Counties and MD’s in 2020, yet remain hopeful that supporting face to face farm safety learning will continue to be possible for the County of Wetaskiwin.

Our 2020 request, based on 2019 in-school delivery to 928 children @ $3.50/student is $3,248.00
The enclosed list verifies that these children attend schools within the boundaries of your county.

Support of any amount is greatly appreciated. We acknowledge the 6 past annual contributions received and their importance to continued program delivery. All contributors are recognized under “Supporters” on our website – abfarmsafety.com

The power of the Safety Smarts program comes from consistent, reinforced, face to face sharing. Hundreds of rural schools allow time for this program each year because they hear of the farm-related close calls and near misses and recognize the importance of their students receiving consistent best practice safety messaging.

Investing in our children now is a wise investment in the future. Influencing their personal attitudes and actions as they grow and mature will pay significant dividends as they move forward and become our decision makers of tomorrow.

Please thank your ASB for considering our 2020 request. Their continued interest in a strengthened and safe rural Alberta is appreciated. We will have a booth at the upcoming ASB conference and would be happy to connect with you there.

Sincerely,

Laura Nelson
Executive Director
Farm Safety Centre
2019 Contributions

A Total of 242 Contributions Received

<table>
<thead>
<tr>
<th>Category</th>
<th>Contributions</th>
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<tbody>
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<tr>
<td>Hutterite Colonies</td>
<td>59</td>
</tr>
<tr>
<td>Counties &amp; Municipal Districts</td>
<td>52</td>
</tr>
<tr>
<td>Towns/Villages/Summer Villages</td>
<td>49</td>
</tr>
<tr>
<td>Corporations</td>
<td>5</td>
</tr>
<tr>
<td>Saskatchewan Rural Municipalities</td>
<td>3</td>
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<tr>
<td>Government</td>
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<td>Endowment</td>
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<tr>
<td>Foundation</td>
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### 2019 Contributions

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# 2019 Contributions

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## 2019 Contributions

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# 2019 Contributions

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### 2019 Contributions

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<tr>
<td>Donalda and District Agricultural Society</td>
<td>December 12</td>
</tr>
<tr>
<td>Miltow Farming Co. Ltd.</td>
<td>December 12</td>
</tr>
</tbody>
</table>
## 2019 Contributions

<table>
<thead>
<tr>
<th>Town of Granum</th>
<th>December 16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer Village of Ross Haven</td>
<td>December 17</td>
</tr>
<tr>
<td>Irma Agricultural Society</td>
<td>December 17</td>
</tr>
<tr>
<td>Rural Municipality of Manitou Lake - SK</td>
<td>December 17</td>
</tr>
<tr>
<td>Rural Municipality of Round Valley - SK</td>
<td>December 17</td>
</tr>
<tr>
<td>Rockyford Agricultural Society</td>
<td>December 17</td>
</tr>
<tr>
<td>Rural Municipality of Hillsdale - SK</td>
<td>December 19</td>
</tr>
<tr>
<td>Tulliby Lake &amp; District Ag Society</td>
<td>December 20</td>
</tr>
<tr>
<td>Municipal District of Foothills</td>
<td>December 23</td>
</tr>
<tr>
<td>Central Alberta Agricultural Society (Blackfalds)</td>
<td>December 23</td>
</tr>
<tr>
<td>Village of Ryley</td>
<td>December 23</td>
</tr>
<tr>
<td>Municipal District of Acadia</td>
<td>December 31</td>
</tr>
<tr>
<td>Vauxhall Agricultural Society</td>
<td>December 31</td>
</tr>
<tr>
<td>Greenwood Farming Co. Ltd.</td>
<td>December 31</td>
</tr>
</tbody>
</table>
# County of Wetaskiwin

## 2019 "Safety Smarts" Delivery

<table>
<thead>
<tr>
<th>MD/County Name</th>
<th>School</th>
<th>Date</th>
<th>Classes</th>
<th>Students</th>
<th>Amt. Child</th>
<th>2020 Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Wetaskiwin</td>
<td>Alder Flats Elementary School</td>
<td>10-Apr-19</td>
<td>6</td>
<td>132</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County of Wetaskiwin</td>
<td>Falun School</td>
<td>03-Dec-19</td>
<td>6</td>
<td>140</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County of Wetaskiwin</td>
<td>Griffiths-Scott Middle School</td>
<td>16-Apr-19</td>
<td>8</td>
<td>176</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County of Wetaskiwin</td>
<td>Lakedell School</td>
<td>16-May-19</td>
<td>5</td>
<td>104</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County of Wetaskiwin</td>
<td>Sacred Heart Catholic School</td>
<td>30-Apr-19</td>
<td>3</td>
<td>78</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County of Wetaskiwin</td>
<td>Sacred Heart Catholic School</td>
<td>01-May-19</td>
<td>9</td>
<td>222</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County of Wetaskiwin</td>
<td>Winfield School</td>
<td>02-Dec-19</td>
<td>5</td>
<td>61</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County of Wetaskiwin</td>
<td>Silver Creek Colony School</td>
<td>22-Feb-19</td>
<td>1</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>8</strong></td>
<td><strong>43</strong></td>
<td><strong>928</strong></td>
<td></td>
<td><strong>$3.50</strong></td>
</tr>
</tbody>
</table>

Email: safetyctr@abfarmsafety.com  
Website: abfarmsafety.com
GRANTS TO ORGANIZATIONS POLICY #12.3.2

POLICY STATEMENT

The Council of the County of Wetaskiwin No. 10 believes that certain amounts of money should be included in its Municipal Budget each year for payments of grants to certain charitable organizations, individuals, and institutions and societies.

PROCEDURES

1. The amounts of money to be included in the budget shall be determined by Council and as attached as Schedule “A”.

2. Payment of grants approved in the attached Schedule “A” will be made upon receipt of request by the County Administrator.
## GRANTS TO ORGANIZATIONS POLICY #12.3.2

### Schedule “A”

### Institutions & Societies

<table>
<thead>
<tr>
<th>Institution</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Royal Canadian Legion Remembrance Day Wreaths (Wetaskiwin, Millet, Mulhurst, Ma-Me-O Beach, Winfield &amp; Alder Flats $125.00 each or the equivalent to a #24 Wreath)</td>
<td>$750.00</td>
</tr>
<tr>
<td>Canteen Curling Bonspiel</td>
<td>$150.00</td>
</tr>
<tr>
<td>Wetaskiwin &amp; District Victim Services</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>Farm Safety Centre Safety Smarts Program</td>
<td>$2,600.00</td>
</tr>
<tr>
<td>STARS ($1.00/capita based on population of the current Federal census)</td>
<td>$10,866.00</td>
</tr>
<tr>
<td>Canadian Fallen Heroes Foundation (Silver)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Wetaskiwin &amp; County Sports Hall of Fame</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$22,066.00</strong></td>
</tr>
</tbody>
</table>

### FCSS Programs

<table>
<thead>
<tr>
<th>Program</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leaders of Tomorrow</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Seniors Wellness Conference</td>
<td>$500.00</td>
</tr>
<tr>
<td>Lakedell Ladies Conference</td>
<td>$100.00</td>
</tr>
<tr>
<td>Volunteer Week Committee</td>
<td>$250.00</td>
</tr>
<tr>
<td>Wetaskiwin &amp; District Victim Services</td>
<td>$5,031.00</td>
</tr>
<tr>
<td>Leduc &amp; District Victim Services</td>
<td>$3,691.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$10,572.00</strong></td>
</tr>
</tbody>
</table>
New Grain Dryer Program for Farmers Hit with Tough Harvest – Report

Meeting Date (Report Reference Only): 2020/03/11

Meeting (Report Reference Only): Agricultural Service Board

Background

The Efficient Grain Dryer Program is funded through the Canadian Agricultural Partnership and will help cover costs for eligible grain dryer improvements. Applicants will be able to choose equipment that makes sense for the size and volume of their agri-business and improve energy efficiency within their operations.

Quick facts about the Efficient Grain Dryer Program:

- $2 million dollars is available under the program
- The Canadian Agricultural Partnership is a five-year, $3-billion commitment by federal, provincial and territorial governments that supports Canada’s agri-food and agriproducts sectors.
- Eligible expenses will be cost-shared, with fifty (50) percent funding from the grant and fifty (50) percent funding from the applicant.
- The 2019 crop season was challenging for many Alberta producers.
  - The season started with a dry spring and with variable weather over the summer. There was a lack of rainfall in the southern and eastern parts of the province and the extreme northern Peace Region, for example, and a long spell of cool, wet weather in other parts of the province.
  - Cold temperatures, snow and excess moisture in most parts of the province in the fall resulted in a long challenging harvest for crop and forage producers.
- Based on the final Alberta Crop Report dated December 3, 2019, about ten (10) percent of crops across Alberta were left in the fields to be harvested in Spring 2020.
  - Unharvested crops vary widely across the province. About two (2) percent remain in the fields in the southern region, seven (7) percent in central and northwest Alberta and thirteen (13) percent in the northeast. In the Peace Region, about thirty-two (32) percent of crops are left to be combined in the spring.

The Efficient Grain Dryer Program is an energy efficiency program intended to assist producers with reducing the overall energy use on their operations. The program can only fund equipment that shows a significant energy efficiency improvement over standard practice.
Aeration fans and ducts, supplemental bin heaters, grain elevators and conveyors, hopper bins, and standard grain dryer configurations, are all important tools in managing grain storage. Unfortunately, however, these are standard equipment and none of them are premium-efficiency options and therefore do not meet the requirements of the program on their own. Installation and labour costs are also not eligible under this program.

Grain dryer and grain drying system components that significantly improve energy efficiency above standard configuration are eligible under the program. These components can be factory options on new equipment or retrofits installed on existing equipment.

Eligible costs include:

- Enclosed Dryer Roof, or Enclosed Dryer Top Cover
- Automatic Moisture-based Controllers
- High-Efficiency Burners
- Variable Speed Drives (CSD) for Electric Motors
- Grain Dryer PTO to Electric Motor Conversion
- Insulated Plenums
- Exhaust Air Recirculation Systems
- Heat Exchangers
- Gravity-Fill Roofs
- Electrical or gas submeters on Dryers
- Temperature and moisture monitoring cables for in-bin drying systems
- Thermostats or thermometers for plenum or burner temperature control on in-bin dryer systems
- Adapter plates for efficiently fitting external heaters to in-bin drying systems

To be eligible to apply to the Program, a person must have either:

1) An Active Producer operating in Alberta that either:
   a) Has a current Alberta Environmental Farm Plan (EFP) certificate or letter of completion from an EFP technician; or
   b) Is currently working on an EFP and will receive and EFP certificate from an EFP technician before the end of the Project Term; or

An Active Producers operating in Alberta that submitted an Application under FEAP for grain dryer components but did not receive funding under FEAP for those grain dryer components.

A valid Alberta Environmental Farm Plan (EFP) is a prerequisite to this program. EFP has implemented a ten (10) year renewal starting 2018, therefore an EFP completed before 2008 will not be considered valid.

Some important notes from the terms and conditions:
• Though funding is not guaranteed until the application has been approved, the individual may proceed before receiving approval with the risk of not receiving funding.
• All expenses incurred prior to April 1, 2018 are ineligible.
• If the application is not approved, you will not be reimbursed for any expenses associated with the project.
• The individual will be notified once a decision has been made.

Recommendations

Administration recommends that the Agricultural Service Board accept the correspondence regarding the new Efficient Grain Dryer Program for farmers hit with tough harvest as information.

Recommended Resolution

that the Agricultural Service Board accept the correspondence regarding the new Efficient Grain Dryer Program for farmers hit with tough harvest as information.
Carmen Reimer

From: Jeff Chipley
Sent: February 10, 2020 1:25 PM
To: Carmen Reimer
Cc: Steve Majek
Subject: FW: News Release: New grain dryer program for farmers hit with tough harvest

Good Afternoon Carmen:

Please add to the next ASB Meeting Agenda.

Have a great rest of your day!

Thanks,

Jeff

Jeff Chipley | Assistant CAO | County of Wetaskiwin No. 10
Box 6960, Wetaskiwin, AB, T9A 2G5
Website: www.county.wetaskiwin.ab.ca

NOTE: THIS MESSAGE IS INTENDED ONLY FOR THE ADDRESSEE, IT MAY CONTAIN PRIVILEGED OR CONFIDENTIAL INFORMATION.
If you are not the intended recipient of this message, you should not: read it, distribute it, copy it or take any action in reliance on the content of this communication. If you have received this communication in error, please notify us at once by reply E-mail, then permanently delete the original, your reply and destroy any copy or printout.

From: alberta.news@gov.ab.ca <alberta.news@gov.ab.ca>
Sent: February 10, 2020 10:14 AM
To: Jeff Chipley <jchipley@county10.ca>
Subject: News Release: New grain dryer program for farmers hit with tough harvest

New grain dryer program for farmers hit with tough harvest

February 10, 2020 Media inquiries

A new grant program is now available to help grain farmers upgrade their grain handling systems.
Efficient Grain Dryer Program helps farmers stay competitive after tough year.

The Efficient Grain Dryer Program is funded through the Canadian Agricultural Partnership and will help cover costs for eligible grain dryer improvements. Applicants will be able to choose equipment that makes sense for the size and volume of their agri-business and improve energy efficiency within their operations.

"I have a deep appreciation for the efforts being made by Canadian farmers to care for the land and environment. It is their legacy to their children. A sixth generation farmer recently told me, 'if you don't care for the land, you're not in business.' We all know how hard 2019 was for many farmers, and that weather is increasingly unpredictable. Our government is listening and finding solutions for farmers."

Marie-Claude Bibeau, Minister of Agriculture and Agri-Food

"Last harvest was one of the toughest for Alberta farmers. Poor weather, trade irritants, rail strikes and a carbon tax have all hurt farmers through no fault of their own. This new program will help farmers remain competitive and keep producing the best high-quality food in the world."

Devin Dreeshen, Minister of Agriculture and Forestry

The program will be retroactive to April 1, 2018 to accommodate almost 100 applicants who have been waiting since that time and for those who may not have known about the program and purchased eligible equipment in the last two years.
Quick facts

- $2 million dollars is available under the Efficient Grain Dryer Program.
- The Canadian Agricultural Partnership is a five-year, $3-billion commitment by federal, provincial and territorial governments that supports Canada’s agri-food and agri-products sectors.
- Eligible expenses will be cost-shared, with 50 per cent funding from the grant and 50 per cent funding from the applicant.
- The 2019 crop season was challenging for many Alberta producers.
  - The season started with a dry spring and with variable weather over the summer. There was a lack of rainfall in the southern and eastern parts of the province and the extreme northern Peace Region, for example, and a long spell of cool, wet weather in other parts of the province.
  - Cold temperatures, snow and excess moisture in most parts of the province in the fall resulted in a long challenging harvest for crop and forage producers.
- Based on the final Alberta Crop Report dated Dec. 3, about 10 per cent of crops across Alberta were left in the fields to be harvested in spring 2020.
  - Unharvested crops vary widely across the province – about two per cent remain in the fields in the southern region, seven per cent in central and northwest Alberta and 13 per cent in the northeast. In the Peace Region, about 32 per cent of crops are left to be combined in the spring.

Related information

- Canadian Agricultural Partnership
- Efficient Grain Dryer Program
- AAFC – CAP Canadian Agricultural Partnership (Agriculture and Agri-Food Canada)

Multimedia

- View the event photos*
- Listen to the news conference*
- Watch the news conference*

*Will be available after the event

Media inquiries

Adrienne South
The Efficient Grain Dryer Program is an energy efficiency program intended to assist producers with reducing the overall energy use on their operations. The program will only fund equipment that shows a significant energy efficiency improvement over standard practice.

**Eligible activities include:**

Grain dryer and grain drying system components that significantly improve energy efficiency above standard configuration are eligible under the program. These components can be factory options on new equipment or retrofits installed on existing equipment.

See the full funding list here. Examples include:

<table>
<thead>
<tr>
<th>Eligible Costs</th>
<th>Ineligible Costs</th>
</tr>
</thead>
</table>

Program Contact

Phone: 310-FARM (3276)
Email: cap.eegdp@gov.ab.ca
Am I eligible for this program?

To be eligible to apply to the Program, a person must be either:

a) an Active Producer operating in Alberta that either:

i. has a current Alberta Environmental Farm Plan (EFP) certificate or letter of completion from an EFP technician; or

ii. is currently working on an EFP and will receive an EFP certificate from an EFP technician before the end of the Project Term; or

https://cap.alberta.ca/CAP/program/EFFICIENT_GRAIN_DRYER
an Active Producer operating in Alberta that submitted an Application under FEAP for grain dryer components, but did not receive funding under FEAP for those grain dryer components.

How do I apply for this program?

Please Note: A valid Alberta Environmental Farm Plan (EFP) is a prerequisite to this program. EFP has implemented a 10-year renewal starting 2018, therefore an EFP completed before 2008 will not be considered valid.

Important Notes from Terms and Conditions:

Though you are not guaranteed funding until your application has been approved, you may proceed before receiving approval with the risk of not receiving funding.

All expenses incurred prior to April 1, 2018 are ineligible.

If your application is NOT approved, you will not be reimbursed for any expenses associated with your project.

Notification will be made to you once a decision has been made.

Please note the following reimbursement requirements:

- Invoices MUST BE under the name of the Legal Name stated on your application;
- Invoice MUST BE dated AFTER April 1, 2018;
- You must be able to provide proof of payment (processed cheque, credit card statement) for ALL invoices, and proof of payment must be under the Legal Name on your application;
- Cash payments will not be eligible unless accompanied by an official company voucher and proof of payment;
- Barter/exchange transactions are not eligible; and
- Transactions between persons related by blood, marriage, adoption, common-law relationships, or close-business ties are not eligible.

How do I apply for this program?

Determine whether you are eligible. Refer to the program Terms and Conditions.
Confirm that the proposed expenses are eligible. Eligible items are listed in the Funding List.

Complete the Application Form and send your application and supporting documents by email to cap.egdp@gov.ab.ca or by mail to:

Efficient Grain Dryer Program
Suite 302, 7000-113 Street
Edmonton Alberta T6H 5T6

Applications will be reviewed on a first come, first serve basis, and will be accepted and reviewed as they are received.

For more information

Phone: 310-FARM (3276)

Email: cap.egdp@gov.ab.ca

Web: https://cap.alberta.ca/CAP/program/GRAIN_DRYER
Efficient Grain Dryer Program Funding List

The Efficient Grain Dryer Program is an energy efficiency program intended to assist producers with reducing the overall energy use on their operations. The program can only fund equipment that shows a significant energy efficiency improvement over standard practice. Aeration fans and ducts, supplemental bin heaters, grain elevators and conveyors, hopper bins, and standard grain dryer configurations, are all important tools in managing grain storage. Unfortunately, however, these are standard equipment and none of them are premium-efficiency options and therefore **DO NOT** meet the requirements of the program on their own. Installation and labour costs are also not eligible under this program.

Grain dryer and grain drying system components that significantly improve energy efficiency above standard configuration are eligible under the program. These components can be factory options on new equipment or retrofits installed on existing equipment.

<table>
<thead>
<tr>
<th>Eligible Costs</th>
<th>Ineligible Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Enclosed Dryer Roof, or Enclosed Dryer Top Cover</td>
<td>× Aeration Fans and Ducts</td>
</tr>
<tr>
<td>✓ Automatic Moisture-based Controllers</td>
<td>× Supplemental Bin Heaters</td>
</tr>
<tr>
<td>✓ High-Efficiency Burners</td>
<td>× Grain Elevators and Conveyors</td>
</tr>
<tr>
<td>✓ Variable Speed Drives (VSD) for Electric Motors</td>
<td>× Grain Legs or Grain Pumps</td>
</tr>
<tr>
<td>✓ Grain dryer PTO to Electric Motor Conversion</td>
<td>× Hopper Bins</td>
</tr>
<tr>
<td>✓ Insulated Plenums</td>
<td>× Conversion from Propane to Natural Gas</td>
</tr>
<tr>
<td>✓ Exhaust Air Recirculation Systems</td>
<td>× Standard Grain Dryer Configurations</td>
</tr>
<tr>
<td>✓ Heat Exchangers</td>
<td>× Additional Tiers</td>
</tr>
<tr>
<td>✓ Gravity-Fill Roofs</td>
<td>× Readers, software, or data subscriptions for</td>
</tr>
<tr>
<td>✓ Electrical or gas submeters on Dryers</td>
<td>interfacing with moisture and temperature cables</td>
</tr>
<tr>
<td>✓ Temperature and moisture monitoring cables for in-bin drying systems</td>
<td>× Installation and labour costs are not eligible</td>
</tr>
<tr>
<td>✓ Thermostats or thermometers for plenum or burner temperature control on</td>
<td>under this program.</td>
</tr>
<tr>
<td>in-bin drying systems</td>
<td></td>
</tr>
<tr>
<td>✓ Adapter plates for efficiently fitting external heaters to in-bin drying</td>
<td></td>
</tr>
<tr>
<td>systems</td>
<td></td>
</tr>
</tbody>
</table>

**Program Funding is 50% of Eligible Expenses**

If you are interested in applying for an item that is not listed as eligible, and is not listed or indicated to be ineligible, please call 310-FARM or email **CAP.EGDP@gov.ab.ca** to see if this item could be considered in an application.

Please note that this Funding List is subject to change, for the most current version please see our website: **www.cap.alberta.ca**
Efficient Grain Dryer Program Application Form

Application Year 2020 - 2023

Personal information you provide on this form is collected under the authority of s.33 of the Freedom of Information and Protection of Privacy Act. The information is collected by AF to process, administer and manage your grant application for the Canadian Agricultural Partnership – Efficient Grain Dryer Program. Questions about the collection, use or disclosure of this information can be directed to: Canadian Agricultural Partnership Coordination and Program Policy Director at: 7000 113 Street NW, Edmonton AB T6H 5T6; Telephone (780) 422-9167; toll free dial 310-0000 followed by telephone number.

Please complete all portions of the application. For assistance with completing this application, please call 310-FARM (3276) to be put in contact with a support person.

Part 1: Applicant Information

Applicant Name: (Legal Name or Corporate Name) **ALL RECEIPTS, INVOICES, AND PROOF OF PAYMENTS MUST BE UNDER THIS NAME**

Primary Contact (first name / last name) (if different from above):

Mailing Address: City/Town: Prov: Postal Code: AB

Telephone Number: Cell Number: Fax: Email address:

Municipality: Legal Land Location of HOME YARD:

QTR_____ - SEC_____ - TWP_____ - RGE_____ - MER_____

Project Start Date: April 1, 2018 Project End Date: ____________________________

If your project is approved, only expenses paid for after April 1, 2018 will be eligible.

- A copy of my Alberta Environmental Farm Plan (EFP) letter of completion or certificate is attached with this application
- I will submit a copy of my Alberta Environmental Farm Plan (EFP) letter of completion or certificate with my Reimbursement Claim Form

Applications will be reviewed without a current EFP, however a current EFP is required, the EFP must be completed before the end of the project and a copy of the letter of completion or certificate must be submitted to be eligible for grant reimbursement.

Cost Share: Cost shares for this program are 50% of eligible expenses up to a grant maximum of $250,000. Your application will be reviewed as outlined in [to be entered in] of the Program Terms and Conditions.

Is this project:
- Retrofit
- New
- Both

Tips for Completing Part 2: Estimated Project Budget

- Any items you expect to receive an invoice, sales agreement, receipt or similar type of document should be included as an Estimated Expense.
- All project activities (labour, construction, purchases, invoice dates, etc.) must occur *between* April 1, 2018 and end date as written on page 1.
- Estimated Completion Date means the date you expect to have that activity completed or that item purchased. All Estimated Completion Dates must be before your project end date (on page 1).
- A detailed breakdown of eligible expenses and copies of quotes **must be attached**. *Quotes help clarify your project details and the nature of your funding request. Do not send original quotes or invoices – copies only please.*
  - Quotes AND the application form budget (page 3) must breakdown the individual items
    - Application forms listing “Grain Dryer” as the expense will be sent back to the applicant to be broken out, and will not hold their place in the queue.
    - Include spec sheets showing equipment’s efficiency rating where possible.
- Refer to funding list for a full list of currently eligible and ineligible items.

If approved for grant funding, final reimbursement claim forms will be due at a date set in your Approval Letter.
The Efficient Grain Dryer Program is an energy efficiency program intended to assist producers with reducing the overall energy use on their operations. The program can only fund equipment that shows a significant energy efficiency improvement over standard practice. Aeration fans and ducts, supplemental bin heaters, grain elevators and conveyors, hopper bins, and standard grain dryer configurations, are all important tools in managing grain storage. Unfortunately, however, these are standard equipment and none of them are premium-efficiency options and therefore DO NOT meet the requirements of the program on their own.

Grain dryer and grain drying system components that significantly improve energy efficiency above standard configuration are eligible under the program. These components can be factory options on new equipment or retrofits installed on existing equipment.

See the full funding list on our website: www.cap.alberta.ca

Eligible grain drying components may include (but is not limited to):

- Enclosed Dryer Roof, or Enclosed Dryer Top Cover
- Automatic Moisture-based Controllers
- High-Efficiency Burners
- Variable Speed Drives (VSD) for Electric Motors
- PTO to Electric Motor Conversion
- Insulated Plenums
- Exhaust Air Recirculation Systems
- Heat Exchangers
- Gravity-Fill Roofs
- Electrical or Gas Submeters on Dryers
- Temperature And Moisture Monitoring Cables For In-Bin Drying Systems
- Thermostats Or Thermometers For Plenum Or Burner Temperature Control On In-Bin Drying Systems
- Adapter Plates For Efficiently Fitting External Heaters To In-Bin Drying Systems

Items that are NOT ELIGIBLE:

- Aeration Fans and Ducts
- Supplemental Bin Heaters
- Grain Elevators and Conveyors
- Grain Legs or Grain Pumps
- Hopper Bins
- Conversion from Propane to Natural Gas
- Standard Grain Dryer Configurations
- Additional Tiers
- Readers, Software, or Data Subscriptions for Interfacing with Moisture and Temperature Cables
- Other “business as usual” items
- Installation and labour costs

These items will not be funded and should not be included in your application.

If you are retrofitting your dryer:

If this is a RETROFIT project (upgrading or replacing existing equipment), please note that you may need to provide information about the existing equipment in your final report.
### Part 2: Estimated Project Budget

**PLEASE NOTE:** Expenses paid for prior to April 1, 2018 are ineligible. Only items listed as eligible items in the Funding List will be considered for funding. Application forms listing “Grain Dryer” as the expense will be sent back to the applicant for items to be broken out, and will not hold their place in the queue.

Attach detailed quotes and spec sheets for each Eligible Expense listed. List all Eligible Expenses, which are included in the Funding List. Attach more pages if necessary.

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment Piece</th>
<th>Quantity</th>
<th>Make and Model</th>
<th>Energy Rating IF APPLICABLE, Include Units (kW/ Horsepower, GJ/ BTU)</th>
<th>Estimated Cost per Unit</th>
<th>Estimated Cost Total excluding GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>EG:</td>
<td>High Efficiency Burner</td>
<td>1</td>
<td>Acme SQDATV61HD</td>
<td>30,000 BTU</td>
<td>$</td>
<td>$</td>
</tr>
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**Total Estimated Cost excluding GST:** $ 

Program Funding is 50% of Eligible Expenses
Part 3: Grant Funding Request Summary

Has any other government funding been applied for or received regarding the expenses described in this application?

☐ Yes  ☐ No

Have you received technical support for completing this application?  ☐ Yes  ☐ No

If yes, list the organization/staff ____________________________

Part 4: Applicant Declaration

NOTE: PLEASE READ THIS CAREFULLY BEFORE SIGNING

Statement of Certification:

I, __________________________________________certify the following:

Legal name of applicant or authorized representative of applicant

- I am the applicant or authorized to complete this application on behalf of the applicant;
- I understand and agree to the Terms and Conditions of the Canadian Agricultural Partnership Efficient Grain Dryer Program (the “Program”);
- I make all of the representations and warranties stated in Section 19.1 of the Program Terms and Conditions;
- I understand that if this application is accepted for grant funding of $50,000 or less, any grant the applicant receives under the Program shall be governed by this Statement of Certification, the Program Terms and Conditions, and the Approval Letter;
- I understand that if this application is accepted for grant funding of more than $50,000, the applicant will be required to enter into an executed agreement with the Minister of Agriculture and Forestry that sets out the terms and conditions for funding;
- I understand that not all of the activities and expenses included in this application may be approved as being eligible for funding, and that the approval letter or executed agreement will list the approved activities and expenses that the grant may be used for;
- I understand that funding for the Program is limited;
- I understand that applications under the Program will be processed as outlined in Section 4.1 of the Program Terms and Conditions;

I certify that the information provided in this application is, to the best of my knowledge, true, complete and correct.

Legal Name of Applicant: ____________________________

Signature of Applicant or Authorized Representative of Applicant: ____________________________

Date: ____________________________

When complete, email or mail to: CAP.EGDP@gov.ab.ca
Efficient Grain Dryer Program
Suite 302, 7000-113 Street NW
Edmonton, AB, T6H 5T6

Total Eligible for this Grant: ____________________________

Verified by: ____________________________
Verified by Signature: ____________________________
Date Approved: ____________________________
EFFICIENT GRAIN DRYER PROGRAM

TERMS AND CONDITIONS

1.0 PURPOSE

The Efficient Grain Dryer Program shares costs with Active Producers on the purchase of grain dryer components that make grain dryers more energy efficient to operate. The Program is designed to help cut input costs and reduce greenhouse gas emissions.

There is limited funding in the Program. Applications completed to the satisfaction of the Minister will be considered for approval on a first-come, first-served basis, subject to Program eligibility criteria and Program funding constraints.

If an Application is approved, funds will be granted to the Applicant pursuant to a Grant Agreement that is in the form of an Approval Letter Grant or an Executed Grant.

2.0 DEFINITIONS: In these Program Terms and Conditions, the following terms have the following meanings:

2.1 Active Producer: means an individual or a registered corporation responsible for the day-to-day management and work on the farm, including responsibility for input costs or agricultural crops or livestock producing at least $10,000 worth of farm commodities annually, but does not include a landlord whose only interest in the crop or livestock is that of ownership of the land.

2.2 AF: means Alberta Agriculture and Forestry.

2.3 Applicant: means the legal entity that submits an Application, and meets the eligibility criteria in section 3.1.1.

2.4 Application: means:
   (a) for Applicants described in s. 3.1.1(b) who are applying for funding under this Program for the same grain dryer components that the Applicant originally applied for under FEAP, the Program Statement of Certification Form; and
   (b) for all other Applicants, the Program Application Form and all documents required to be submitted pursuant to that form and the Program Terms and Conditions.

2.5 Approval Letter: means the letter sent by the Minister to an Applicant notifying the Applicant that the Applicant has been approved for a grant, specifying the details of the grant, describing the Project, and listing the Eligible Expenses, as may be amended.

2.6 Approval Letter Grant: means the grant agreement between the Minister and the Applicant which is comprised of, and the terms and conditions which the parties agree govern the grant are set out in, the Approval Letter, the Statement of Certification, and the Program Terms and Conditions.

2.7 Canadian Agricultural Partnership: means the Federal-Provincial-Territorial Canadian Agricultural Partnership.

2.8 Eligible Expenses: means the expenses listed in the Approval Letter or Executed Grant.
2.9 **Environmental Farm Plan (“EFP”):** means the process that helps an Active Producer identify and address environmental risks and opportunities in their operation.

2.10 **Executed Grant:** means the grant agreement between the Minister and an Applicant that is signed by both parties and which states the rules governing the grant, specifies the details of the grant, describes the Project, and lists the Eligible Expenses, as may be amended.

2.11 **FEAP:** means the Alberta Agriculture and Forestry Farm Energy and Agri-Processing Program.

2.12 **Federal Crown:** means Her Majesty the Queen in Right of Canada.

2.13 **Fiscal Year:** means the 12-month period beginning April 1 of any year and ending March 31 of the following year.

2.14 **Funding List:** means the Efficient Grain Dryer Program Funding List that identifies eligible activities and expenses that may be incurred for eligible activities, as may be amended.

2.15 **Grant Agreement:** means the term used in these Program Terms and Conditions to include both an Approval Letter Grant and an Executed Grant.

2.16 **In-Kind Contributions:** means non-monetary contributions that defray the total cost of the Project, including the provision of unpaid labor, services, or equipment required in the planning, conducting or managing of the Project.

2.17 **Minister:** means the Minister of AF and his authorized representative(s).

2.18 **Program:** means the Efficient Grain Dryer Program.

2.19 **Program Application Form:** means the Program application form that is completed by the following categories of Applicants to apply for funding under the Program:
(a) Applicants described in s. 3.1.1(a); and
(b) Applicants described in s. 3.1.1(b) who are applying for funding under the Program for different grain dryer components under this Program than the Applicant originally applied for under FEAP.

2.20 **Program Statement of Certification Form:** means the form to be completed by an Applicant described in s. 3.1.1(b) who is applying for funding under this Program for the same grain dryer components that the Applicant originally applied for under FEAP.

2.21 **Program Term:** means the time period for the Program, being April 1, 2018 to March 31, 2023.

2.22 **Program Terms and Conditions:** means the terms and conditions for the Program set out in this document, as may be amended.
2.23 **Project:** means the activities described in the Approval Letter or Executed Grant that have Eligible Expenses associated with them.

2.24 **Project Term:** means the period between April 1, 2018 and the end date stated in the Approval Letter or Executed Grant.

2.25 **Provincial Crown:** means Her Majesty the Queen in the Right of Alberta.

2.26 **Reimbursement Claim Form:** means the form to be submitted by the Applicant, together with all documentation required to be submitted pursuant to that form and the Grant Agreement, to request payment from the Program.

2.27 **Statement of Certification:** means the statement of certification in the Program Application Form or in the Program Statement of Certification Form.

3.0 **ELIGIBILITY**

3.1 **Eligible Applicants**

3.1.1 To be eligible to apply to the Program, a person must be either:

a) an Active Producer operating in Alberta that either:
   i. has a current EFP certificate or letter of completion from an EFP technician; or
   ii. is currently working on an EFP and is in a position to receive an EFP certificate or letter of completion from an EFP technician before the end of the Project Term; or

b) an Active Producer operating in Alberta that submitted an Application under FEAP for grain dryer components, but did not receive funding under FEAP for those grain dryer components.

3.2 **Ineligible Applicants**

3.2.1 The following entities are not eligible to apply to the Program:

a) all agribusinesses offering custom services, consulting services or general services to agricultural clients (includes commercial applicators);

b) grazing reserves;

c) research stations;

d) universities;

e) other organizations funded in whole or in part by the government; and

f) any other person deemed by the Minister to be ineligible.

3.3 **Eligible Activities** (must be approved by the Minister)

3.3.1 Activities that may be included in an Application under the Program include:

a) subject to s. 3.3.2(b), the purchase of equipment that is identified or referred to in the Funding List; and

b) any other activity related to environmental improvement or climate change mitigation/adaptation approved by the Minister.

3.3.2 All equipment purchased under the Program must be:

a) used in the Applicant’s agricultural operation producing a primary commodity;

b) considered by the Minister to be acceptably energy efficient;

c) in the Applicant’s physical possession by the end of the Project Term; and
d) installed in the Applicant’s agricultural operation and operational by 6 months after the end of the Project Term.

3.3.3 A completed Project must be located and operational in Alberta.

3.3.4 In completing a Project under the Program, the Applicant must:
   (a) comply with all applicable laws and regulations; and
   (b) obtain all required governmental approvals prior to commencing the Project, including those related to public health and safety, labour codes and standards, care and use of animals in research, wildlife habitat, and environmental protection.

3.3.5 Equipment purchased for the Project pursuant to the Program which requires authorization for installation by an agency must receive such approval prior to installation of the equipment.

3.3.6 Acceptance of an Application under the Program creates no obligations on the part of the Provincial Crown or Federal Crown to provide licenses, permits, approvals, or authorizations under any legislation.

3.3.7 Any activities undertaken by the Applicant or expenses incurred by the Applicant prior to the Applicant receiving an Approval Letter or entering into an Executed Agreement are undertaken and incurred by the Applicant at the Applicant’s own risk as they may not be approved or funded by the Minister.

3.4 Ineligible Activities

3.4.1 The following activities are not eligible under the Program and must not be included in an Application:
   a) any activities listed as ineligible activities in the Funding List;
   b) any activities that were funded under FEAP; and
   c) any other activity deemed by the Minister to be ineligible.

3.5 Eligible Expenses (must be approved by the Minister)

3.5.1 Expenses that may be included in an Application are:
   a) the expenses identified in the Funding List, subject to any limitations stated in the Funding List; and
   b) any other expense related to environmental improvement or climate change mitigation/adaptation as otherwise approved by the Minister.

3.5.2 In incurring Eligible Expenses, the Applicant must follow a process that is transparent, fair, and promotes the best value for the money expended. Eligible Expenses incurred by the Applicant must be at competitive prices that are no greater than fair market value.

3.5.3 If the Minister, in his sole discretion, considers the amount of any Eligible Expense claimed by the Applicant to be unreasonable, the Minister may adjust the amount of that Eligible Expense to an amount the Minister considers reasonable.

3.5.4 If an Applicant is approved, all Eligible Expenses must be incurred by the Applicant during the Project Term.

3.6 Ineligible Expenses
3.6.1 Expenses that are not eligible for payment under the Program and which must not be included in an Application include:
   (a) GST;
   (b) any expenses that were funded under FEAP;
   (c) extended warranties on equipment, electronics or technology purchased;
   (d) purchase of standard equipment;
   (e) installation costs;
   (f) labour costs of the Applicant, or the Applicant’s employees;
   (g) costs incurred by the Applicant to prepare documents, process invoices, administration costs and other internal costs;
   (h) leasing costs;
   (i) In-Kind Contributions;
   (j) on-hand materials or supplies;
   (k) expenses incurred outside the Project Term;
   (l) expenses incurred for a Project when that Project is not completed by the Applicant during the Project Term;
   (m) expenses identified as ineligible in the Funding List;
   (n) expenses incurred in transactions between individuals who are related to each other by blood, marriage, adoption, common-law relationships, or close business ties;
   (o) maintenance and repair costs;
   (p) consumable expenses; and
   (q) any other expense deemed ineligible by the Minister.

4.0 APPLICATIONS

4.1 There is limited funding in the Program. Applications will be considered for approval on a first-come, first-served basis, subject to Program eligibility criteria and Program funding constraints.

4.2 Applications submitted to AF by Applicants described in s. 3.1.1(a) must include:
   (a) a completed Program Application Form, signed by an authorized representative of the Applicant, and all documents required to be submitted pursuant to that form;
   (b) if the Applicant has a current EFP certificate or letter of completion from an EFP technician as of the date of the Application, a copy of the current EFP certificate or letter of completion; and
   (c) any supplementary documentation requested by the Minister.

4.3 Applications submitted to AF by Applicants described in s. 3.1.1(b) must include:
   (a) a Program Application Form or a Program Statement of Certification Form, as applicable, which is signed by an authorized representative of the Applicant and includes all documents required to be submitted pursuant to the applicable form; and
   (b) any supplementary documentation requested by the Minister.

4.4 Applications must be delivered by mail or email to:

Canadian Agricultural Partnership – Efficient Grain Dryer Program
302, 7000-113 Street NW, Edmonton, AB, T6H 5T6

CAP_EGDP@gov.ab.ca

4.5 Applications must be received by AF or postmarked on or before the date specified on the Program website on www.cap.alberta.ca.
4.6 The Minister may reject any Application that is inaccurate, incomplete or ineligible in the sole discretion of the Minister.

4.7 Applications must be signed by or on behalf of a properly authorized representative. The Minister may require evidence of authorization. Designates are not permitted to sign Applications unless they have Power of Attorney (submitted with the Application). Either executors or administrators can sign on behalf of estates.

4.8 An Application will not be considered complete unless the Statement of Certification is signed.

4.9 Submission of an Application does not entitle an Applicant to a grant under the Program.

4.10 The Applicant acknowledges that the grant may not be sufficient to cover the entire cost of the Project, and that the Applicant shall be solely responsible for raising funds from other sources to complete the Project. The Applicant acknowledges that the grant is the only financial assistance the Minister will provide under the Program to the Applicant for the Project.

4.11 If an Application for $50,000 or less is approved by the Minister, the Applicant will be sent an Approval Letter. The grant agreement for an Approval Letter Grant shall be comprised of, and the terms and conditions which the parties agree govern the grant are set out in, the Approval Letter, the Statement of Certification, and the Program Terms and Conditions.

4.12 If an Application for more than $50,000 is approved by the Minister, the Applicant must enter into an Executed Grant with the Minister that is signed by both parties to be eligible to receive funding, and the grant shall be governed by the terms and conditions of the Executed Grant.

5 FUNDING LEVELS

5.1 The Program provides grants on a cost-shared basis to cover Eligible Expenses for approved Projects up to a maximum of $250,000 per Applicant.

5.2 Eligible Expenses shall be cost-shared pursuant to the funding levels stated in the Funding List.

5.3 Funding received through any other Canadian Agricultural Partnership programs may not be used toward the cost-share requirements of the Program.

5.4 Funding received through other federal, provincial and municipal governments cannot exceed 100% of the Eligible Expenses claimed by the Applicant and paid under the Program. The amount of the grant shall be adjusted so that the total government funding for Eligible Expenses does not exceed 100% of these expenses.

5.5 In the event that federal or provincial funding levels are changed to the extent that the money available to the Minister to make the grant is reduced or eliminated, the Minister may, in his sole discretion, cancel or reduce the amount of the grant.

6 PAYMENTS

6.1 Grant payments will be made on a reimbursement basis based on the Eligible Expenses incurred and claimed by the Applicant and approved by the Minister pursuant to the Grant
Agreement during the Project Term.

6.2 The only Eligible Expenses for which the Applicant may make a claim for reimbursement are the Eligible Expenses listed in the Approval Letter or Executed Grant which are directly incurred by the Applicant in completing the Project during the Project Term, unless otherwise authorized by the Minister.

6.3 To make a claim for reimbursement, the Applicant must submit:
(a) a completed Reimbursement Claim Form with copies of all documentation (eg. invoices, receipts, or other supporting documentation) necessary to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all Eligible Expenses claimed;
(b) a status report or final report for the Eligible Expenses incurred and paid in the period covered by the report; and
(c) any supplementary documentation requested by the Minister.

6.4 The Approval Letter or Executed Grant will specify when the Reimbursement Claim Form and all required supporting documentation must be submitted. The completed Reimbursement Claim Form and all supporting documentation must be submitted to the Minister by the date(s) stated in the Approval Letter or Executed Grant.

6.5 The determination of whether an expense incurred by the Applicant constitutes an Eligible Expense that is eligible for payment is at the sole discretion of the Minister.

6.6 Eligible Expenses shall be calculated based on the actual out of pocket cost to the Applicant (i.e. cost of the Eligible Expense less any rebates, discounts, incentives and/or credits, whether provided at the time of purchase or at a later date).

6.7 Projects and Eligible Expenses qualify only once for payment under the Program.

6.8 The amount of the grant stated in the Approval Letter or Executed Grant shall be adjusted based on the Eligible Expenses claimed by the Applicant and approved by the Minister, but shall not exceed the amount stated in the Approval Letter or Executed Grant.

6.9 Applicants cannot assign or defer any payment under this Program.

6.10 Payments may be considered farm support payments, and AGR-1 tax slips will be issued in the name of the Applicant, if applicable.

6.11 The Applicant shall not return for refund any items for which the Applicant has received a payment under the Program.

6.12 With the exception of items that are permanently affixed to the Applicant’s land and the Applicant sells their land, the Applicant shall not sell or trade any items for which the Applicant has received a payment under the Program for at least three years after the end of the Project Term.

7 REPORTING REQUIREMENTS

7.1 Unless otherwise specified by the Minister, the Applicant shall provide the Minister with a final report, to the Minister’s satisfaction and by the date specified by the Minister in the Approval Letter or Executed Grant, or by no later than 30 days after the earlier termination of the Grant Agreement, whichever occurs first. The final report must include:
(a) a completed Reimbursement Claim Form with copies of all documentation (eg. invoices, receipts, timesheets or other supporting documentation) necessary to
establish, to the satisfaction of the Minister, that the Applicant incurred and paid all Eligible Expenses claimed;
(b) a completed final report form;
(c) for Applicants described in s. 3.1.1(a), a copy of the Applicant’s current EFP certificate or letter of completion, if the Applicant did not submit this as part of their Application; and
(d) any other documentation requested by the Minister.

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

7.2 The Minister may request the Applicant to submit additional reports during the Project Term which the Applicant shall submit, to the Minister’s satisfaction, by the dates specified by the Minister.

7.3 The Applicant agrees to cooperate with the Minister in the completion of any audit, evaluation, or inspection of the Project or of the grant.

8 AMENDING GRANT AGREEMENTS

8.1 A Grant Agreement may be amended as follows during the Project Term:
(a) The Applicant may submit a written request to the Minister outlining and justifying the proposed amendments for the following:
   i. activities described in s. 3.3.1 be added to the Approval Letter or Executed Grant, or that approved activities described in the Approval Letter or Executed Grant be removed;
   ii. expenses described in s. 3.5.1 be added to the Approval Letter or Executed Grant, or that Eligible Expenses listed in the Approval Letter or Executed Grant be removed; or
   iii. the Project Term be changed.
(b) If the Minister approves a proposed amendment, the Minister will:
   i. send an amendment letter to the Applicant if the Grant Agreement is in the form of an Approval Letter Grant; or
   ii. enter into an amending agreement with the Applicant if the Grant Agreement is in the form of an Executed Grant.

8.2 The Minister is not required to approve any proposed amendment to a Grant Agreement.

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

9 VERIFICATION

9.1 The Applicant must submit documentation to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all of the Eligible Expenses claimed. Documents the Applicant may provide to do this include:
   a) invoices for the claimed Eligible Expenses that are in the Applicant’s name; or
   b) proof of payment for the claimed Eligible Expenses.

The Applicant must also provide any other documentation requested by the Minister that the Minister requires to be satisfied that the Applicant incurred and paid all the Eligible Expenses claimed.
9.2 All items on an invoice submitted by the Applicant must be listed separately, and the cost for each Eligible Expense must be clearly identified.

9.3 The Applicant consents to the Minister releasing any information contained in the Application, or related to it, and obtained by the Minister in the course of verifying the Application, to any other government department, agency or other body for the purposes of verifying the Application, determining the Applicant’s eligibility for the Program, or both. The Applicant expressly authorizes the Minister to obtain information from any government department, agency or other body to verify the contents of the Application and to determine the Applicant’s eligibility for this Program.

9.4 The Applicant shall carry out its financial functions under the Grant Agreement in accordance with generally accepted accounting principles.

9.5 The Applicant agrees to give the Minister and representatives of the Minister access to examine their operation from the date of the Approval Letter or the effective date of the Executed Grant until six years following the end of the Project Term. The Applicant agrees to make available to the Minister all records, books of account, income tax returns, invoices, databases, and audit and evaluation reports in relation to the Project that are necessary for the audit and evaluation of the Project. If the Applicant fails to provide such information within a reasonable time on reasonable notice, as determined by the Minister, the Applicant may be required to refund any payments received for the Project under the Program, as well as forfeit any future payments for the Project under the Program.

9.6 From the date of the Approval Letter or the effective date of the Executed Grant until six years following the end of the Project Term, the Applicant shall maintain separate accounting records for the Project and make them available for inspection by the Minister and representatives of the Minister (including the Auditor General of Alberta or any other auditor of the Project engaged by the Minister at its own expense) at all reasonable times upon reasonable notice.

10 INSPECTION

10.1 If an Application is approved, from the date of the Approval Letter or the effective date of the Executed Grant until three years following the end of the Project Term, the Minister is entitled, at reasonable times and upon reasonable notice to the Applicant, to attend the operation of the Applicant for the purpose of examining items pertinent to the Project in order to assess whether the Applicant is in compliance with the Grant Agreement.

11 NON-COMPLIANCE

11.1 Any one or more of the following shall constitute an event of default (“Event of Default”):
   a) failure of the Applicant to make satisfactory progress on the Project pursuant to the Approval Letter or Executed Grant, in the sole discretion of the Minister;
   b) failure of the Applicant to comply with any of its obligations under the Grant Agreement, in the sole discretion of the Minister;
   c) the Applicant ceases to carry out the Project during the Project Term, in the sole discretion of the Minister;
   d) the Applicant becomes insolvent or ceases to carry on its operations during the Project Term; and
   e) a resolution is passed or an application is made for winding up, dissolution, liquidation or amalgamation of the Applicant during the Project Term.

11.2 Upon the occurrence of an Event of Default:
(a) in addition to any other remedy under the Grant Agreement or at law, the Minister may do one or more of the following:
   i. withhold payments of the grant to the Applicant;
   ii. demand that the Applicant immediately repay to the Minister up to the full amount of the grant, Any such amount shall be a debt due to and recoverable by the Minister;
   iii. terminate the Grant Agreement; and
(b) the Minister may require the Applicant to do one or more of the following, and depending on the requirement, the Applicant shall immediately:
   i. make no further commitments for expenditures and make no further disbursements that would be Eligible Expenses, except with the Minister’s prior written approval;
   ii. pay to the Minister the amount demanded pursuant to s. 11.2(a)(ii); and
   iii. provide an accounting of the full amount of the grant with an audit report.

12 COMMUNICATIONS

12.1 The Applicant shall not make any public announcement or issue any press release regarding the entering into of the Grant Agreement, the making of the grant, or activities under the Grant Agreement, except in consultation with the Minister and with the approval of the Minister as to the content of the announcement or press release, which approval shall not be unreasonably withheld.

12.2 Communications and communication material related to the Program must be approved by the Minister.

12.3 The Applicant shall adhere to the Canadian Agricultural Partnership communication standards as amended for all communications related activities related to the Project, by ensuring that:
   (a) the Canadian Agricultural Partnership graphic standard, the official mark Alberta, and the official mark Canada are applied and represented in this order; and
   (b) the official mark Canada and the official mark Alberta are applied equally.
   Electronic copies of the Canadian Agricultural Partnership graphic standard, the official mark Alberta, and the official mark Canada may be obtained from the Minister upon request.

12.4 The Applicant acknowledges and agrees that the Minister may disclose the Grant Agreement and its contents by any means chosen by the Minister, including without limitation tabling it before the Legislature.

12.5 The Applicant acknowledges that information and records maintained by the Minister relating to the Grant Agreement are subject to the Freedom of Information and Protection of Privacy Act (Alberta). This Act allows any person a right of access to records in the custody or under the control of a public body, subject to limited and specified exceptions.

13 USE OF DATA

13.1 Data collected by the Minister from Applicants under the Program may be used by the Minister to:
   a) develop energy use benchmarks; and
   b) determine the following:
      i. aggregate energy savings as a result of the Program; and
      ii. aggregate carbon emission reductions as a result of the Program.
   Applicants’ personal information shall not be presented with this data.

14 REFUNDS
14.1 The Applicant shall immediately refund to the Provincial Crown any payment received under the Program not in accordance with the Grant Agreement upon notice being provided to the Applicant by the Minister. Failure to make repayment as required by the Minister creates a debt owing to the Provincial Crown that can be set off against any money the Provincial Crown owes to the Applicant.

15 RIGHT OF SET-OFF

15.1 The Applicant agrees that the Minister may set-off against any other grant or amount payable to the Applicant under any programs administered within AF any amounts that become repayable by the Applicant to the Minister under this Program.

16 FALSE OR MISLEADING INFORMATION

16.1 An Applicant who provides false or misleading information under this Program forgoes all rights to benefit from this Program.

17 DEBTS TO PROVINCIAL CROWN OR FEDERAL CROWN

17.1 The Minister has the right to deduct from the Applicant’s entitlement any amount due and owing to the Provincial Crown or Federal Crown.

18 REPRESENTATIONS AND WARRANTIES

18.1 By submitting an Application, the Applicant represents and warrants that:
   a) the Applicant is an eligible applicant pursuant to s. 3.1.1 the Program Terms and Conditions;
   b) the person signing the Application is duly authorized to make the Application to the Program on behalf of the Applicant;
   c) no Application has been made for the same activities by any other person, including without limitation, a person who is not arms-length or a related person as defined by the Income Tax Act (Canada) or by a shareholder, member or partner who is actively carrying on farming or business on behalf of a corporation;
   d) the Applicant has made full, true and plain disclosure to the Minister of all facts relating to the activities that are material to its Application, including without limitation all sources of funding from federal, provincial and municipal governments;
   e) the Applicant has the necessary financial resources to complete the activities listed in the Application;
   f) no member of the House of Commons or the Senate shall derive any financial advantage from the grant that would not be permitted under the Parliament of Canada Act;
   g) no current or former federal public office holder or federal public servant to whom the Conflict of Interest Act, the Conflict of Interest Code for Members of the House of Commons, or the Values and Ethics Code for the Public Sector and the Policy on Conflict of Interest and Post-Employment applies shall derive any advantage or benefit from the grant unless the provision or receipt of such advantage or benefit is in compliance with such legislation, codes and policies;
   h) any person lobbying, as that term is defined in the Lobbyists Registration Act (Canada), on the Applicant’s behalf is registered pursuant to that Act;
   i) the Applicant is not aware of any discussions to effect a sale, transfer, assignment or pledge of interest which would result in a change of the control of the Applicant or of the disposition of all or substantially all the assets of the Applicant;
j) the Applicant has adequate human resources, experience and skills to carry out the activities described in the Application;
k) there is presently no action, suit, or proceeding being brought or pending or threatened against or affecting the Applicant which could result in the expropriation of any property of the Applicant, or which could affect its operations, properties, financial condition, or its ability to complete the activities described in the Application;
l) if activities described in the Application require authorization by an agency, the Applicant has obtained such approval prior to the commencement of the activities;
m) the Applicant is in compliance with all laws, orders and authorizations which relate to or affect the Applicant, and is not subject to any order of any court or other tribunal affecting the Applicant’s operations;
n) the Applicant has the power and authority and all necessary licenses and permits to own and operate its properties and carry on its operations, to make the Application, and to completed the activities described in the Application; and
o) the execution of the Statement of Certification has been duly and validly authorized by the Applicant in accordance with applicable law, and shall constitute a binding legal obligation of the Applicant.

19 CHANGE IN CONTROL

19.1 From the date of the Approval Letter or the effective date of the Executed Grant until three years after the end of the Project Term, the Applicant shall not, without the prior written consent of the Minister, cause or suffer to exist any sale, transfer, assignment or pledge of interest which would result in a change of control of the Applicant, or of the disposition of all or substantially all of the assets of the Applicant.

20 GRANT REGULATION AND DISCLOSURE OF GRANT RECIPIENT INFORMATION

20.1 Payments under this Program are grants subject to the Agriculture and Rural Development Grant Regulation. The Applicant acknowledges that, in addition to complying with the Grant Agreement, the Applicant must comply with the Agriculture and Rural Development Grant Regulation.

20.2 The Applicant acknowledges and agrees that AF publicly discloses the following information for all grant recipients: the grant recipient name, the amount of the grant, the program the grant is paid under, and the payment date. The Applicant also acknowledges and agrees that the Federal Crown is authorized to publicly release the grant recipient’s name, the amount of the grant, and the program the grant is paid under.

21 SURVIVAL

21.1 Despite any other provision of the Grant Agreement, those sections which by their very nature continue after the conclusion or termination of the Grant Agreement shall continue after such conclusion or termination.

22 ASSIGNMENT

22.1 The Applicant may not assign the Grant Agreement or any right or benefit under it.

23 GOVERNING LAW

23.1 The Grant Agreement shall be construed, interpreted, and applied in accordance with the laws and in the courts of the Province of Alberta.
24 NO AGENCY

24.1 Nothing in the Grant Agreement is intended to constitute the parties as an agent of the other for any purpose, or to create any relationship of agency, partnership or joint venture.

25 SEVERABILITY

25.1 The terms and conditions of the Grant Agreement are severable, and any term or condition determined to be void or unenforceable in whole or in part shall not be deemed to affect or impair the validity of the Grant Agreement or any other term or condition of it.

26 CHANGE TO THE PROGRAM OR PROGRAM TERMS AND CONDITIONS

26.1 The Minister may change or terminate the Program at any time without notice. If the Minister changes the Program, the revised Program Terms and Conditions will be posted on the Program website.

27 MINISTERIAL DISCRETION

27.1 The Minister has the absolute discretion to determine the eligibility of any Applicant under this Program and any payment due under the Program. The decision of the Minister is final.