

# **ENVIRONMENTAL SERVICES - AGRICULTURE**

## **Section "ESA"**

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**Title: Agricultural Service Board (ASB) Duties**

**Policy: ESA 001  
(Agricultural Service Board)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** To outline the duties and establishment of an Agricultural Service Board (ASB).

**POLICY STATEMENT:** The duties and establishment of Agricultural Service Boards are defined in Section 2 and 3 of the ASB Act as follows:

Section 2: The Duties of an Agricultural Service Board are:

1. To act as an advisory body and to assist the Council and the Minister of Agriculture in matters of mutual concern.
2. To advise on and to help organize and direct weed and pest control and soil and water conservation programs.
3. To assist in the control of livestock disease under the Animal Health Act.
4. To promote, enhance and protect viable and sustainable agriculture with a view to improving the economic viability of the agricultural producer.
5. To promote and develop agricultural policies to meet the needs of the municipality.

Section 3: Board Established:

1. The Agricultural Service Board shall be comprised of County Council Members.
2. The Term of Office on the Agricultural Service Board for County Council Members shall be for a four-year term to coincide with municipal election appointments.
3. Two Members at Large shall be selected at the County of Paintearth Organizational Meeting upon receipt of applicants to serve a three-year term. The Members at Large will be selected based on their experience or related to agriculture or the agricultural industry.
4. A person who is a member of the Board ceases to be a member of the Board if, without being authorized by a resolution of the Board, the member is absent from 3 consecutive regular meetings of the board.
5. A vacancy on the Board does not impair the right of the remaining members to act if most of the members remain.
6. A Board constituted under this section with respect to a special area is a corporation consisting of the persons who are members of the Board.
7. A Board that exists on the coming into force of this section continues as a Board under this Act.
8. The Agricultural Service Board may appoint Agricultural Service Board Sub-Committees when they deem it necessary.

**Council Approved: February 11, 2020**

**Reference: Former Policy 1000**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #A02.11.20.12**

**Originated: February 26, 2008**

**Reviewed: December 13, 2022**

**Title: ASB Chairman and ASB Vice-Chairman**

**Policy: ESA 002  
(Agricultural Service Board)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** The Council of the County of Paintearth No. 18 determines the number of members, the voting status, and the term of office of the Members of the Board. The ASB Chairman and ASB Vice-Chairman are selected annually at the County of Paintearth No. 18 Organizational Meeting.

**POLICY STATEMENT:**

The ASB Chairman's duties are:

1. To preside over all meetings and maintain good order.
2. To open meetings on time and call the members to order.
3. To have the agenda approved and follow it.
4. To state and put to vote all questions which are regularly moved.
5. To announce the results of the vote.
6. To protect the assembly from annoyance, and from frivolous or dilatory motions or remarks by refusing to recognize them.
7. To protect each member's freedom to properly express themselves concerning the business at hand.
8. To decide all question of order (subject to an appeal by two or more members of the assembly).
9. To apply his signature to the Minutes and other necessary documents.

The ASB Vice-Chairman's duties are:

1. The Vice-Chairman is to act as the Chairman when the Chairman is unable to perform the duties of Chairman, or if the office of the Chairman is vacant.

**Council Approved: February 11, 2020**

**Reference: Former Policy 1010**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #A02.11.20.12**

**Originated: February 26, 2008**

**Reviewed: December 13, 2022**

**Title: Agricultural Fieldman**

**Policy: ESA 003  
(Agricultural Service Board)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** The Agricultural Fieldman’s duties are defined in Section 8 of the ASB Act. The Agricultural Fieldman shall be the Administrative Officer of the Agricultural Service Board responsible to the Agricultural Service Board and accountable to the Chief Administrative Officer.

**POLICY STATEMENT:**

The Agricultural Fieldman's duties are:

1. If a Council has established a Board, the Council, in consultation with the Board, must appoint a qualified person as Agricultural Fieldman to implement agricultural policies and programs and to manage the agricultural resources of the municipality.
2. The Agricultural Fieldman shall act as a designated officer of the municipality:
  - a) in carrying out the functions, duties and powers of the municipality under any Act relating to agriculture, and
  - b) in implementing projects respecting agriculture agreed on between the Council and the Minister.
3. An Agricultural Fieldman is, in the municipality employing that Fieldman:
  - a) a municipal inspector under the Weed Control Act;
  - b) an inspector of the municipality under the Agricultural Pests Act, and
  - c) a soil conservation officer of the municipality under the Soil Conservation Act.
4. When the Chairman and Vice Chairman are late, or absent the Agricultural Fieldman shall open the meeting and call for the election of a temporary Chairman. When either the Chairman or Vice Chairman arrives, the temporary Chairman shall give over the Chair.

**Council Approved: February 11, 2020**

**Reference: Former Policy 1020**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #A02.11.20.12**

**Originated: February 26, 2008**

**Reviewed: December 13, 2022**

**Title: Cattle Scale**

**Policy: ESA 004  
(Description of Services)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** The Board recognizes that providing specialized equipment may improve herd health.

**POLICY STATEMENT:** The cattle scale is portable and available to any County ratepayer. The following procedures have been adopted.

1. The scale is available for rent as described in “Equipment and Services Available” by appointment only.
2. Agricultural Services staff may accompany and assist with operating the scale at their discretion.
3. The County is responsible for the maintenance and repairs required to the scale.

**Council Approved: February 11, 2020**

**Reference: Former Policy 1030**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #A02.11.20.12**

**Originated: February 26, 2008**

**Reviewed: December 13, 2022**

**Title: Roadside Spraying & Mowing**  
**Section: Environmental Services – Agriculture**

**Policy: ESA 005**  
**(Vegetation Management)**

**PURPOSE:** Develop efficient and environmentally sustainable ways to reduce invasive plant species in our roadsides from spreading into the community. Responsibility for weed control is legislated under the Weed Control Act. An Integrated Vegetation Management approach will be used to control weeds to prevent their establishment and the regrowth of brush. This approach will also allow for clear sight lines to signs and intersections, reduce snow accumulation, promote road drainage and drying, facilitate snow removal, and ensure that wildlife grazing at the roadside or preparing to cross are clearly visible.

**POLICY STATEMENT:**

**Herbicide Applications**

1. The County is designated into three distinct regions with one third to be treated annually.
2. All prohibited and noxious weeds are targeted as well as some other weeds depending on populations and species.
3. Herbicide applications shall be confined to the right-of-way unless a Land Entry Agreement has been signed. (*Appendix C*)
4. The followings areas are **NOT** to be sprayed:
  - a) 30 metres on either side of a farmstead or a country residence along the road allowance unless the landowner signed an agreement with Public Works to have the trees removed or have signed a Land Entry Agreement with the ASB. This area to be the responsibility of the landowner or occupant of the land.
  - b) Alongside planted shelterbelts, sensitive crops such as canola, potatoes, alfalfa, clover, peas and other if wind direction is not favorable.
  - c) Alongside greenhouse operations, tree nurseries and gardens.
  - d) Within 30 metres of an open body of water unless in accordance with the Environmental Code of Practice for Pesticides.
5. Herbicide for brush control must not be applied:
  - a) if it exceeds 2.5 metres in height on rights-of-way adjacent to a road; and
  - b) if it covers an area of more than 30% of the vegetation within a 1-kilometer span.
  - c) if it exceeds 4 metres on a cross-country right-of-way.
6. Brush that is over 2.5 metres must be controlled by a selective spot treatment.
7. All herbicide applications will be carried out in accordance to label recommendations.

**Mowing**

1. All regularly maintained roads are to be mowed annually.
2. Paved roads designated by the County shall be mowed twice each year.
3. Brush that has been removed mechanically, that has not received a herbicide application, shall be targeted to a stem width of up to 3 inches.
4. Operators will always be mindful of traffic.
5. To aid with visibility beacon and flashing lights shall always be operating.
6. Mowing operations will not occur in foggy conditions.
7. The responsibility of the landowner's gate if left in the County ditch and gets entangled with mower lies solely with them.

**Council Approved: March 23, 2021**

**Reference: Former Policy 1040**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #03.23.21.96**

**Originated: February 26, 2008**

**Reviewed: December 13, 2022**



**Title: Mechanical Brush Removal**  
**Section: Environmental Services – Agriculture**

**Policy: ESA 006**  
**(Vegetation Management)**

**PURPOSE:** To control the re-growth of larger diameter trees within the right-of-way to aid in the roadside mowing program.

**POLICY STATEMENT:** To ensure the control of re-growth of brush allows for clear sight lines to signs, approaches and intersections, reduce snow accumulation, promote road drainage and drying, facilitate snow removal, and ensure that wildlife grazing at the roadside or preparing to cross are clearly visible, the County has adopted the following procedures.

**Procedures:**

1. Small number of large diameter trees that are along the road slope will be targeted first for removal to aid in roadside mowing.
2. Trees will be cut as close to ground level as possible and a cut stump herbicide application applied.
3. Trees will be limbed on site and branches placed in the bottom of the ditch or to a nearby burn pile.
4. Trees will be cut for firewood and piled in County Yard or delivered to Huber Dam or Burma Park.
5. ASB staff will aid Public Works with their brushing program by applying a cut stump herbicide treatment when possible and the piling of trees to be burned with front end loader tractor.

**Council Approved: February 11, 2010**  
**Reference: Former Policy 1050**  
**Administrative Responsibility: Director Environmental Services**  
**Review Cycle: Annually**

**Resolution #A02.11.20.12**  
**Originated: February 26, 2008**  
**Reviewed: December 13, 2022**

**Title: Roadside Seeding**

**Policy: ESA 007  
(Vegetation Management)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** To establish criteria of vegetation for roadside construction, gravel pits, and gravel stockpile sites.

**POLICY STATEMENT:** The following procedures have been adopted to ensure vegetation will provide a stable, non-erosive, non-hazardous and aesthetically pleasing right-of-way with the land being returned to the equivalent land capability.

**Procedures:**

1. Certified #1 seed is to be used whenever possible with seed analysis.
2. Where land is disturbed on native land a native seed blend will be used.
3. Landowners who request a special blend will need approval from the Agricultural Fieldman upon review of the request.
4. A seed analysis shall be given prior to the purchase of seed.
5. Seeding is to be done, whenever possible, directly behind the disturbance.
6. General forage seeding rates for the establishment in pasture will be used.
7. Proper seeding equipment is to be used in a safe manner.

**Council Approved: February 11, 2020**

**Reference: Former Policy 1060**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #A02.11.20.12**

**Originated: February 26, 2008**

**Reviewed: December 13, 2022**

**Title: Private Land Weed Control**  
**Section: Environmental Services – Agriculture**

**Policy: ESA 008**  
**(Vegetation Management)**

**PURPOSE:** To provide local producers with weed control on private land.

**POLICY STATEMENT:** To outline procedures for control of small patches of persistent perennial noxious or prohibited noxious weeds.

**Procedures:**

1. An inspection of the land shall be conducted to determine in cooperation with the landowner the best method of control.
2. Inspectors have the discretion of determining infestation extent and whether County assets will be used. Large infestations of 10 acres or more shall be directed to a private contractor.
3. Equipment available to staff includes backpack sprayers, ATV boom sprayer, and a boomless UTV sprayer.
4. Weed picking can be made available for specific weed complaints at the discretion of the inspector.

**Council Approved: February 11, 2020**  
**Reference: Former Policy 1070**  
**Administrative Responsibility: Director Environmental Services**  
**Review Cycle: Annually**

**Resolution #A02.11.20.12**  
**Originated: February 26, 2008**  
**Reviewed: December 13, 2022**

**Title:** Virulent Blackleg of Canada  
**Section:** Environmental Services – Agriculture

**Policy:** ESA 009  
*(Crop Diseases)*

**ACCOUNTABILITY:** The County of Paintearth No. 18 Agricultural Service Board recognizes that Virulent Blackleg of Canola (Agdex 149/632-S) is a serious problem.

**POLICY STATEMENT:** The County supports the principle to control the spread of Virulent Blackleg which is a declared pest under the Agricultural Pests Act. As it is the duty of a local authority to prevent the establishment of, or to control or destroy pests in the municipality, the following procedures have been adopted.

**Procedures:**

1. Encourage the planting of certified seed, resistant varieties, treated seed with a registered seed treatment, and seed testing for the disease.
2. Ongoing monitoring for Virulent Blackleg will continue.

**Council Approved:** February 11, 2020  
**Reference:** Former Policy 1080  
**Administrative Responsibility:** Director Environmental Services  
**Review Cycle:** Annually

**Resolution #**A02.11.20.12  
**Originated:** September 9, 1989  
**Reviewed:** December 13, 2022

**Title: Control of Clubroot Disease in Canola**

**Policy: ESA 011  
(Crop Diseases)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** The County of Paintearth No. 18 Agricultural Service Board recognizes that Clubroot of Canola (Agdex 140/638-1) is a serious problem and supports the principle to control the spread of Clubroot.

**POLICY STATEMENT:** Clubroot is a declared pest under the Agricultural Pests Act. As well it is the duty of a local authority to prevent the establishment of, or to control or destroy pests in the municipality and therefore the County has adopted the following procedures.

**Procedures:**

1. Random inspections of canola crops within the County of Paintearth No. 18 will be inspected for the presence of clubroot each growing season by the Agricultural Fieldman or by an Inspector appointed by the County Agricultural Service Board.
2. Inspectors will follow procedures set out by Agricultural Services administration on proper sampling techniques and protocol for entering upon land.
3. Positive identification of Clubroot shall be obtained by a laboratory test.
4. When land is verified positive for Clubroot the landowner shall be notified in writing with a legal notice under the Province of Alberta Agricultural Pests Act. The current crop may be harvested, but all residues shall remain on the property.
5. The notice shall prohibit the growth of canola and mustard crops for the period of four years. Under no circumstances shall these crops be permitted to be grown. After the four years then a resistant variety must be grown.
6. Any land then sown to such a crop within the four-year crop restriction shall be destroyed by the landowner or occupant. If required, agricultural staff will hire a third party to destroy the crop at the landowners or occupants' expense. Landowners will not be compensated for loss of crop.
7. The owner or occupants of the land who are disturbing the soil will have the responsibility to follow best management guidelines set out by Alberta Agriculture and Food to reduce the spread of disease with the movement of soil and equipment.
8. Agricultural Services administration staff will provide information and education to landowners regarding the spread of disease.
9. All owners of land within a 2-mile radius of a positive field will be notified by mail of the presence of Clubroot in the area.
10. The Public will be made aware of the positive presence of Clubroot infestations, including the pathotype found when the information is available.
11. This Policy shall be reviewed on an annual basis by the Agricultural Service Board.

**Council Approved: February 11, 2020**

**Reference: Former Policy 1100**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #A02.11.20.12**

**Originated: March 11, 2008**

**Reviewed: December 13, 2022**

**Title: Shelterbelt Planting**

**Policy: ESA 012  
(Conservation Program)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** To provide residents of the County with assistance in the planning, design and planting of tree shelterbelts.

**POLICY STATEMENT:** The following procedures have been adopted for shelterbelt planting.

**Procedures:**

1. Agricultural Services staff upon request shall be available to help in the planning and design of tree shelterbelts.
2. County residents who receive 200 or more trees can request assistance from the County in planting trees.
3. Assistance will be given in the form of Agriculture Services staff and tree planter at no charge.
4. Setback Requirements:
  - a) Local road allowance of 20.1 m (66 ft) right-of-way
    - i. Minimum setback of 38.1 m (125 ft) from the centre line of the road for the first shelterbelt row.
    - ii. Minimum residential site shelterbelt setback distance of 24.6 m (75 ft) from the centre line of the road.
  - b) Designated County main roads with a 30.48 m (100 ft) right-of-way or greater.
    - i. Minimum setback of 38.1 m (125 ft) from the centre line of the row for the first shelterbelt row.
    - ii. Minimum residential site shelterbelt setback distance of 24.6 m (75 ft) from the centre line of the road.
  - c) Intersections
    - i. No trees may be planted within 114.8 m (350 ft) in every direction from the centre of the intersection.
5. Landowners shall be informed of proper soil preparation prior to planting and, at the discretion of Agriculture Services staff, determine if the soil is not properly prepared planting may be refused.

**Council Approved: February 11, 2020**

**Reference: Former Policy 1110**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #A02.11.20.12**

**Originated: February 26, 2008**

**Reviewed: December 13, 2022**

**Title: Tank Loading Facilities**

**Policy: ESA 013  
(Conservation Programs)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** To provide residents of the County with access to reliable water sources for agricultural use.

**POLICY STATEMENT:** The County will also use the water wells in a groundwater monitoring program and have adopted the following procedures.

**Procedures:**

1. Tank loading facilities are located on the NW 12-38-15 W4 and NE 32-35-10 W4.
2. Use of these facilities is strictly for agricultural, firefighting and County use only.
3. Agricultural Services staff is to maintain the facilities year round.
4. Water samples are to be collected once a year for lab analysis to determine suitability for agricultural use.
5. Collection of the monies shall be done a minimum of once a month.
6. Records of well use and levels shall be ongoing for as long as they are in use and reported as required by Alberta Environment.
7. Water rates shall be determined and reviewed annually by the Board.

**Council Approved: February 11, 2020**

**Reference: Former Policy 1120**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #A02.11.20.12**

**Originated: March 11, 2008**

**Reviewed: December 13, 2022**

**Title: Coyote Control**

**Policy: ESA 014  
(Pest Control)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** The County of Paintearth No. 18 Agricultural Service Board recognizes that predation of livestock by coyotes can be a serious problem.

**POLICY STATEMENT:** The County supports the control of coyotes which are declared a nuisance pest under the Agricultural Pests Act and therefore have adopted the following procedures.

**Procedures:**

Complaint Response Procedure: Refer to Coyote Predation Management Program.

1. Coyote Control Using Poisons

- a) as defined by the Agricultural Pests Act is as follows:
  - i. All coyote predation complaints will be directed to and handled by the Municipal Inspector (Agricultural Fieldman or Assistant Agricultural Fieldman) who possesses a Form 7 permit.
  - ii. Each complaint will be investigated to verify coyote predation and the course of action required. Registered poisons may only be used where predation has been confirmed on:
 

- poultry	- sheep	- farmed elk and deer
- goats	- swine	- cattle
  - iii. Poisons are not authorized to control coyote predation of pets or hobby animals.
  - iv. Only a Pest Control Officer who is certified by AAFRD is authorized to use coyote control material specified on the Form 7 Permit.
  - v. The recipient of coyote control materials must be trained by the Municipal Inspector and sign a "Form 8" before poison can be released. All parts of the Pest Control Products Act label for the poison must be reviewed and a copy given to the landowner when poisons are to be used.
  - vi. Poisons will only be issued if the Municipal Inspector has determined that coyote predation has occurred. Predation is defined as livestock that has been injured or death caused by coyotes. Coyotes chasing or attacking without resulting in injuries or death may be issued poison depending on prior history of predation and the testimony and credibility of the livestock producer.
  - vii. The livestock producer is responsible for informing close neighbors when poisons are used.
  - viii. Only the person named on a Form 8 (permit to use poison) shall handle or use the poison provided to a maximum of thirty days.
  - ix. Under the APA Pest and Nuisance Control Regulation, the municipal inspector is authorized to issue Form 9 permits to landholders to use dogs for coyote control.
  - x. AAFRD recommends the use of quarterly reports of all toxicants;
  - xi. However, an annual report is all that is required.
- b) Coyote Control Materials
  - i. Only department supplied poisons may be used for coyote predation management. These are:
    - Compound 1080 tablets (5 mg)
    - Compound 1080 collars (600 mg)
  - ii. Livestock producers must not be issued more than:
    - 6 tablets of compound 1080



2. Coyote Control Using Firearms

- a) Eligibility for using firearms as follows:
  - i. Coyote predation has been confirmed by the Agricultural Fieldman or Assistant Agricultural Fieldman who possesses a Form 7 permit and holds a valid Possession and Acquisition License, or a Possession Only License for the class of firearm being used.
  - ii. The landowner or occupant signs a Form 8 permit indicating firearms as the control method preferred.
- b) Storage and Purchase of Ammunition
  - i. The employee stores all ammunition in a storage box capable of holding ammunition as per the Firearms Act.
  - ii. The employee locks the ammunition boxes when not in use. The County will purchase all ammunition for the firearms being used.
- c) Storage of Firearms
  - i. The employee may store a firearm if the firearm is unloaded and is rendered inoperable by the secure locking device, or by the removal of the bolt or bolt carrier, or
  - ii. The firearm is not stored with cartridges, unless the cartridges are stored in a container or receptacle described in (b)(i).
- d) Transportation of Firearms
  - i. The employee transports firearms according to the Firearms Act under Storage, display and Transportation of Firearms and Other Weapons by Businesses Regulations SOR/98-210 (11.1 & 11.2)
  - ii. The employee locks unattended vehicles containing firearms.
- e) Maintenance of Firearms
  - i. Since the firearms are owned by the employee, they take full responsibility for repairs, maintenance, and cleaning.

A Regional Predator Control Specialist can be consulted with at the request of the Municipal Inspector for livestock producers who have serious problems with coyotes. Refer to the Coyote Predation Management Program.

**Council Approved: February 11, 2020**

**Reference: Former Policy 1140**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #A02.11.20.12**

**Originated: Sept 9, 1989**

**Reviewed: December 13, 2022**

**Title: Beaver Dam Removal**

**Policy: ESA 015  
(Pest Control)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** The County of Paintearth No. 18 Agricultural Service Board recognizes that beaver dams need to be removed or breached periodically to protect, maintain or construct infrastructure or to avoid the flooding of private and public land.

**POLICY STATEMENT:** The County has adopted the following the procedures for removal of beaver dams.

**Procedures:**

1. Beaver control measures may be undertaken at the request of a landowner/occupant or at the initiative of the County on lands to which access is permitted.
2. Prior to the commencement of any control work, an initial investigation shall be conducted concerning the indicated problem area(s) as well as the potential result of the loss of the beaver dam to all affected parties. The Department of Fisheries and Oceans (DFO) do not need to be contacted if the following conditions can be met:
  - a) the project is not located on a Class A stream according to the *Alberta Water Act – Code of Practice*;
  - b) removal of the dam will not adversely affect a fishery or recreational property uses that depend on the dam’s existence, both upstream and downstream;
  - c) the removal activities are limited to removing or breaching the beaver dam itself and do not involve channel or shoreline modification downstream (e.g. widening, straightening, ditching, etc.);
  - d) individual detonations of more than one kilogram of explosives will not be used to remove the dam (diesel fuel and fertilizer is not be used as a type of explosive);
  - e) the removal does not involve a beaver dam that is directly connected with a culvert or bridge (removal in these situations is addressed in Operational Statements for *Culvert Maintenance and Bridge Maintenance*); and
  - f) you incorporate the *Measures to Protect Fish and Fish Habitat when Removing Beaver Dams*.
3. Prior to the start of the blasting, the landholder must sign a Beaver Dam Blasting agreement (Appendix E) to commit payment for the services rendered. If blasting is on fish-bearing waters the dam blaster will comply with the conditions specified by DFO (subsection 35(1) of the *Fisheries Act*).
4. For the blasting service a \$100.00 charge will apply for the first beaver dam, and \$50.00 for each additional beaver dam.
  - a) The removal of beaver shall be the responsibility of the landowner or occupant prior to, or after, the dam blasting to prevent/minimize the rebuilding of the beaver dams.
  - b) The County shall remove only the necessary section(s) of beaver dam(s), as required to facilitate the flow of water. Removal of entire dams will be done in a discriminating manner to avoid downstream flooding and siltation, increased dynamite costs, and increased risk of blasting damage from larger sized charges. Dams shall be removed sequentially starting from the ones lowest downstream and moving in an upstream manner for subsequent blasts.
  - c) The blaster is to ensure the blast locations are not in the immediate proximity to underground and overhead utility lines.

**Council Approved: February 11, 2020**

**Reference: Former Policy 1150**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #A02.11.20.12**

**Originated: January 10, 2019**

**Reviewed: December 13, 2022**

**Title: Grasshopper Control**

**Policy: ESA 016  
(Pest Control)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** The County of Paintearth No. 18 Agricultural Service Board recognizes that grasshoppers can be a serious problem in crop and supports the principle to control the spread of grasshoppers when economic threshold numbers warrant their control.

**POLICY STATEMENT:** Grasshoppers are a declared pest under the Agricultural Pests Act. As well it is the duty of a local authority to prevent the establishment of, or to control or destroy pests in the municipality and therefore the County has adopted the following the procedures.

**Procedures:**

1. Agricultural Services staff shall conduct adult grasshopper surveys provided by Alberta Agriculture and Forestry annually.
2. Surveys are to be completed at the end of July or beginning of August to help in the development of the Grasshopper Forecast Map.
3. Any control work requested for the control of grasshoppers adjacent to public roadways by landowners will be at the discretion of the Agricultural Fieldman.

**Council Approved: February 11, 2020**

**Resolution #A01.12.21.07**

**Reference: Former Policy 1160**

**Originated: February 26, 2008**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Reviewed: December 13, 2022**

**Title: Rat Control**

**Policy: ESA 017  
(Pest Control)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** The County of Paintearth No. 18 Agricultural Service Board recognizes the importance of keeping Alberta rat free.

**POLICY STATEMENT:** Rats are a declared pest under the Agricultural Pests Act. As well it is the duty of a local authority to prevent the establishment of, or to control or destroy pests in the municipality. Therefore, the County has adopted the following procedures.

**Procedures:**

1. Reports or animals suspected to be rats shall be investigated by a designated inspector of the County.
2. Inspections shall be conducted at the Coronation Landfill for the presence of rats as deemed necessary.
3. Where there is a rat infestation or suspected infestation, the inspector will contact the Inspection Division of Alberta Agriculture and Forestry.

**Council Approved: February 11, 2020**

**Reference: Former Policy 1170**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #A02.11.20.12**

**Originated: February 26, 2008**

**Reviewed: December 13, 2022**

**Title: Weed Inspection & Enforcement Protocols**

**Policy: ESA 018  
(Vegetation Management)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** To establish standards of practice when performing weed inspections on municipal and private land in accordance with the Alberta Weed Control Act and Alberta Weed Control Regulation.

**POLICY STATEMENT:** The following procedures have been adopted to ensure constant standards for each inspection and fair treatment of all landowners contacted. Inspections may be carried out on a complaint-driven basis and/or at the discretion of the County.

**Agricultural Encroachment on Municipal Right-of-Ways:**

The minimal acceptable standard allowed for cultivation and planting of annual and perennial crops adjacent to a right-of-way will be one metre set back from the "Toe" of the slope (bottom of the ditch) of the developed road.

Any landowner/occupant agriculturally encroaching upon a right-of-way will be notified to stay a minimum of one metre from the "Toe" of the slope or further, dependent upon how it impacts the integrity of the road.

Any crops found within the right-of-way as a result of non-compliance by the landowner/occupant, will be removed as part of the County's regular vegetation control program.

**Procedures:**

1. County of Paintearth Council shall appoint the designated Weed Inspectors as required under the Alberta Weed Control Act.
2. The appointed Inspectors shall respond where possible and reasonable to weed complaints received by the County in a timely manner.
3. Weeds designated for control on all lands within the County are those designated as Prohibited Noxious and Noxious under the Alberta Weed Control Act.
4. When deemed appropriate, by the Inspector, an inspection of the property will be carried out.
  - a) Vehicles will be driven only on right-of-ways and lease roads. Any other areas will be inspected on foot. For biosecurity reasons, boot covers will always be worn when an inspector is on cropland.
  - b) Surrounding areas, as defined at the discretion of the Inspector, may also be inspected to determine the spread of the weed.
5. Where Noxious weeds are found, the landowner/occupant may first be notified with a request for voluntary compliance and control.
6. In cases of non-compliance by the owner/occupant, or where Prohibited Noxious weeds are found, an Inspector's Notice shall be issued. When issued, Inspector's Notices will be in compliance with the Alberta Weed Control Act.
7. The process to issue an Inspector's Notice is outlined as follows:
  - a) In cases where voluntary compliance was requested, the landowner/occupant is first contacted to confirm no action has been taken. If the landowner/occupant confirms no action has been taken, the notice process can proceed.
  - b) An *Inspector's Notice (Weed Control Act [WCA], Sec. 13)* is issued and served in accordance with Sections 14 and 24 of the *WCA*. This procedure for this is summarized as follows:

- i. An inspector's notice:
    - 1. Must outline the method of control.
    - 2. Must set a deadline for compliance.
    - 3. May contain directions referring to land use for the current and next season.
    - 4. Must not require destruction of crops unless it is deemed necessary to control or destroy noxious or prohibited noxious weeds.
    - 5. Must not require the destruction of more than 20 acres unless consented by the local authority (see Sec. 14(5) of the *WCA* for more details).
  
  - ii. The notice must be served on a person by:
    - 1. Personal delivery to the person.
    - 2. Leaving it with a person who appears to be over 18 at the place of residence or place of business of the person.
    - 3. Or if 1 or 2 is impractical by posting the notice on the land to which the notice relates or at the private residence of the person to be served. A copy must also be sent by regular mail (deemed received after 7 days).
8. A follow-up inspection shall be performed in order to determine landowner/occupant compliance, control effectiveness, off-target damage, etc. A next-season inspection may also be performed to assess long-term control and/or if new measures are necessary.

<b>Council Approved: February 11, 2020</b>	<b>Resolution #A01.12.21.07</b>
<b>Reference: Former Policy 1180</b>	<b>Originated: November 20, 2012</b>
<b>Administrative Responsibility: Director Environmental Services</b>	<b>Reviewed: December 13, 2022</b>
<b>Review Cycle: Annually</b>	

**Title: Gravel Pits & Stockpile Sites**  
**Section: Environmental Services – Agriculture**

**Policy: ESA 019**  
**(Gravel Pits & Stockpile Sites)**

**PURPOSE:** The County of Paintearth No. 18 recognizes the County’s need for gravel and is responsible for the land which it’s found as well as where it is stored.

**POLICY STATEMENT:** In an effort to ensure proper reclamation standards and soil profiles for pit registrations, reclamations, and stock pile sites Agricultural Services will work in conjunction with Public Works under the following procedures.

**Procedures:**

1. Gravel pit registrations (Appendix F) shall be the responsibility of the Agricultural Fieldman when an engineering firm is not hired.
2. Information is to be collected using GPS technology.
3. Soil survey data shall be collected and compiled in a format acceptable to Alberta Environment.
4. Applications shall be made in conjunction with Public Works to meet the needs of the County.
5. Final reclamation of gravel pits and stockpile sites shall be the responsibility of Agricultural Services and conform to Alberta Environment standards.
6. The Agricultural Fieldman is responsible for the reclamation certificates.

**Council Approved: February 11, 2020**  
**Reference: Former Policy 1190**  
**Administrative Responsibility: Director Environmental Services**  
**Review Cycle: Annually**

**Resolution #A01.12.21.07**  
**Originated: February 26, 2008**  
**Reviewed: December 13, 2022**

**Title: Topsoil Removal**

**Policy: ESA 020  
(Topsoil Removal)**

**Section: Environmental Services – Agriculture**

**PURPOSE:** To outline the County’s position on removal of topsoil.

**POLICY STATEMENT:** County Council deemed it necessary pursuant to the provisions of Section 21 of the Soil Conservation Act to enact a bylaw to establish a system of permits controlling the removal of topsoil from land (Bylaw 415-90, Appendix H) and have adopted the following procedures.

**Procedures:**

1. No person shall remove topsoil from the land, within the County for commercial purposes, without first obtaining a permit (Appendix I).
2. The Agricultural Fieldman or his designate shall receive, consider and decide on all applications for the removal of topsoil from land.
3. In making a decision the Agricultural Fieldman or his designate may approve the application unconditionally or impose conditions considered appropriate, permanently or for a limited period of time, or refuse the application.
4. The Agricultural Fieldman or his designate may in his discretion suspend and reinstate or revoke any permit.
5. Failure of a permit holder to comply with the conditions as stipulated shall be reported to County Council or the Agricultural Service Board and result in cancellation of the permit and forfeiture of part or all of the performance deposit, at the discretion of County Council or the Agricultural Service Board.
6. A person who contravenes a provision of this policy or the County Bylaw is guilty of an offense and liable to the penalties as set out, in the Soil Conservation Act of Alberta.

**Council Approved: February 11, 2020**

**Reference: Former Policy 1195**

**Administrative Responsibility: Director Environmental Services**

**Review Cycle: Annually**

**Resolution #A02.11.20.12**

**Originated: October 18, 1990**

**Reviewed: December 13, 2022**



**Title:** Soil Condition Monitoring  
**Section:** Agricultural Service Board (ASB)

**Policy:** ESA 021  
*(Agricultural Service Board)*

**PURPOSE:** To monitor soil conditions within the County of Paintearth No. 18.

**POLICY STATEMENT:** The following outlines the County's procedures for monitoring soil conditions, particularly erosion, and responding to issues.

**Procedures:**

1. ASB staff will engage in passive monitoring for soil erosion while performing other duties. Any areas of concern will be reported to the designated Soil Conservation Officer.
2. Reports from the public-at-large may also be made to the designated Soil Conservation Officer.
3. In responding to reports, the Soil Conservation Officer will follow all current related legislation.

**Council Approved:** February 11, 2020

**Reference:**

**Administrative Responsibility:** Director Environmental Services

**Review Cycle:** Annually

**Resolution #**A02.11.20.12

**Originated:** December 21, 2021

**Reviewed:** December 13, 2022

<b>Title:</b> Livestock Health and Emergencies	<b>Policy:</b> ESA 022 <i>(Agricultural Service Board)</i>
<b>Section:</b> Agricultural Service Board (ASB)	

**PURPOSE:** To support the health and well-being of livestock within the County of Paintearth No. 18.

**POLICY STATEMENT:** The following outlines the County's Agricultural Service Board's responsibilities related to the *Animal Health Act* in accordance with the *Agricultural Service Board Act*.

**Procedures:**

1. In the event of confirmation of a reportable or notifiable disease case as defined by the *Animal Health Act – Reportable and Notifiable Diseases Regulation (129/2014)* within the County;
  - a. When requested, the County will assist provincial and federal authorities in their response.
  - b. When requested, the County will act in support of the Chief Provincial Veterinarian and/or their designates in their response.
2. The County has developed and will follow their Livestock Emergency Response Plan (LERP) when appropriate.
3. This policy will work in conjunction with County of Paintearth No. 18 Bylaw No. 691-20 and Policy EM 009 "Animal and Livestock Care".

<b>Council Approved:</b>	<b>Resolution #A</b>
<b>Reference:</b>	<b>Originated: December 21, 2021</b>
<b>Administrative Responsibility: Director Environmental Services</b>	<b>Reviewed: December 13, 2022</b>
<b>Review Cycle: Annually</b>	

## SCHEDULE "A"

### AGRICULTURAL SERVICES PRICE LIST

#### **EQUIPMENT AND SERVICES AVAILABLE**

##### **Rental Equipment Available**

Back Pack Sprayer	\$50.00 Ref. Deposit
Hand Broadcast Seeder	\$50.00 Ref. Deposit
Cattle Scale	\$40.00/half day or \$75.00/ full day
Hay Probes	no charge
Gallagher Tag Reader	\$250.00 deposit

##### **Pest Control Products Available**

Magpie Traps	\$50.00 Ref. Deposit 2 week rental period
Skunk Traps	\$50.00 Ref. Deposit 2 week rental period
Coyote Control Materials	no charge
Beaver Dam Removal	\$100.00 1 <sup>st</sup> dam/\$50.00 ea. additional

**Note: Rental equipment and pest control products shall not leave County possession without a signature and monies if required.**

##### **Vegetation Management**

1. Private Land Spraying - \$80.00/hr. plus the cost of the chemical per L applied at cost + GST, where applicable, will be charged.
2. Industry Spraying - \$135.00/hr. plus the cost of the chemical per L applied at cost + GST, where applicable will be charged.
3. Weed Picking - \$40.00/hr. per individual + GST.

##### **Tree Planting**

Assist in tree planting with staff and a tree planter for numbers of 200 or more trees.

##### **Pesticide Container Sites**

Castor Waste Transfer Site	SW 3-38-14 W4
Coronation Waste Transfer Site	SW 36-36-11 W4

**“APPENDIX B” – Equipment Rental Agreement**



**BETWEEN:** **County of Paintearth No. 18**  
(the “Owner”)

**AND:** \_\_\_\_\_  
(the “Renter”)  
of \_\_\_\_\_, Alberta

1. **Schedules** The following Schedules form part of this Agreement:  
**a) Schedule “A” – Additional Terms** **b) Schedule “B” – Equipment Inspection Form**  
**c) Schedule “C” – Preventative Maintenance & Training**

2. **Equipment** The equipment rented under this Agreement is described as follows (the “Equipment”):

<u>Description</u>	<u>Rental Charge</u>
<input type="radio"/> 300 gal. Sprayer for Insect Control	\$50.00 Ref. Deposit
<input type="radio"/> Back Pack Sprayer	\$50.00 Ref. Deposit
<input type="radio"/> Hand Broadcast Seeder	\$50.00 Ref. Deposit
<input type="radio"/> Cattle Scale	\$40.00/half day or \$75.00/ full day
<input type="radio"/> Hay Probe	no charge
<input type="radio"/> Gallagher Tag Reader	\$250.00 Ref. Deposit
<input type="radio"/> Magpie Traps	\$50.00 Ref. Deposit 2 week rental period
<input type="radio"/> Skunk Traps	\$50.00 Ref. Deposit 2 week rental period

3. **Grant** The Owner has agreed to rent to the Renter, and the Renter has agreed to rent from the Owner, the Equipment, subject to the terms, covenants, and conditions contained in this Agreement.

4. **Term** The term of the rent under this Agreement will be from:  
 \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

5. **Payment** Term of this Agreement shall not expire until the Equipment has been returned to and accepted by the Owner. The Renter will pay the rental fee as described above for each equipment rental (the “Rent”) plus any other late fees or damages for damaged equipment. The Renter will pay all applicable GST and other taxes or assessments regarding the rent of the Equipment.

6. **Equipment Inspection** The Renter and Owner will complete the **Equipment Inspection Form** attached as **Schedule “B”** to this Agreement prior to taking possession of the Equipment, and again upon the return of the Equipment.

7. **Preventative Maintenance Checklist** The Renter shall be responsible for the performing such maintenance, cleaning or repair duties as may be required within the **Preventative Maintenance Checklist** attached as **Schedule “C”** to this Agreement, so as to ensure the Equipment is kept in optimal condition and safe for operation.

8. **Operating Instructions and Training** The Renter shall observe and comply with all operating and safety instructions provided from time to time by the Owner related to the transport, use storage and operation of the Equipment including, without restriction, the instructions provided to the Renter within the **Training Checklist** attached as **Schedule “D”** to this Agreement and signed by the Renter prior to taking possession of the Equipment.

9. **Special Terms** In addition to all of the terms, covenants, and conditions contained in this Agreement, the Owner and the Renter agree to the following additional terms, covenants and conditions:

- the renter will ensure both comprehensive and automobile insurance with a minimum \$1,000,000 coverage is in place on any equipment listed above prior to taking delivery

10. **Notice** Any notice to be given by the Renter to the Owner shall be in writing and delivered to the Owner's designated representative at the address shown below.

Any notice to be given by the Owner to the Renter may be verbal or in writing and delivered to the Renter or any

Granted by: County of Paintearth No. 18

SIGNED, SEALED and DELIVERED by the Owner, in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Box 509, Castor, AB T0C 0X0

Address

(403)-882-3211

Phone number

Accepted by: \_\_\_\_\_

SIGNED, SEALED and DELIVERED by

\_\_\_\_\_  
[NAME OF SIGNATORY], on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone number

**SCHEDULE "A" - ADDITIONAL TERMS**

**1. Return of Equipment**

- i. On the expiry of the Term, the Renter shall immediately return the Equipment to the Owner which shall be clean, in proper working order, and in as good a condition as when received by the Renter. Any damage to the Equipment beyond reasonable wear and tear, including removal of any attachments, advertisements, accessories added to the Equipment after the Start Date shall, at the sole discretion of the Owner, be repaired or replaced by the Owner at the sole cost and expense of the Renter and the Renter shall pay all of the costs and expenses incurred by the Owner on demand.
- ii. If the Equipment is not promptly returned to the Owner by the end of the Term, the Renter will be deemed to have purchased the Equipment and will owe the Owner compensation equivalent to the replacement cost of the Equipment, as determined by the Owner, in its sole discretion.

**2. Insurance, Operating Costs and Repairs**

- i. Throughout the Term, the Renter shall, at its sole cost and expense, insure the Equipment for full replacement cost (Owner to be noted as additional insured), exercise reasonable care in the use and servicing of the Equipment, and shall maintain, repair, overhaul, service and keep the Equipment in a condition equivalent to its condition at the Start Date, reasonable wear and tear only excepted, and in a fully operative condition and in good working order and ready for use for the intended purpose of the Equipment including, without restriction, replacing all damaged, lost or broken portions thereof with parts of equivalent quality.
- ii. The Equipment shall be at the risk of the Renter from the Start Date until the Owner takes physical possession of the Equipment and, except as hereinafter described, the Renter assumes the risk of liability and shall pay for any loss or damage arising from or pertaining to the possession or operation or use of the Equipment from any cause whatsoever and, without limiting the generality of the foregoing, liability or loss arising from fire, theft, loss, or destruction, of the Equipment or any part thereof.
- iii. In the event that the Equipment or part thereof is damaged, the Renter shall immediately notify the Owner, providing details of the damage suffered and the operable condition of the Equipment. Upon receipt of such notice, the Owner may, in its sole discretion, require the Renter to do any one or more of the following:

- a) return the Equipment to the Owner for inspection, assessment and repair;
  - b) deliver the Equipment to an authorized repair contractor identified by the Owner for inspection, assessment and repair; or
  - c) attend to the repair of all or any portion of such damage, as may be directed by the Owner;
- all at the Renter's sole cost and expense.

**3. Alterations**

- i. Except with the prior written consent of the Owner, the Renter shall not make any modifications or alterations to the Equipment. All modifications, alterations, parts, mechanisms, additions, and repairs made by the Renter to the Equipment shall be made at the Renter's expense and risk and the cost of rectifying them shall be borne by the Renter. The modifications, alterations, parts, mechanisms and repairs, whether conducted with or without consent of the Owner, shall immediately belong to and become the property of the Owner at no expense or cost whatsoever to the Owner.

**4. Title to the Equipment**

- i. Title to the Equipment shall at all times remain in the name of the Owner. The Renter shall have no right, title or interest in the Equipment other than the right to maintain possession and use of the Equipment for the Term, subject always to the Renter's compliance with all terms, covenants, and conditions contained within this Agreement.

**5. Liens**

- i. The Renter shall keep the Equipment free and clear of all seizures, forfeitures, liens, claims, pledges, debts or adverse claims of any nature and shall pay all license fees, registration fees, assessments, charges and taxes, which may be levied or assessed directly or indirectly against or on account of the Equipment or any interest therein or use thereof.

**6. Renter's Covenants**

- i. So long as this Agreement remains in effect, the Renter covenants:
  - a) to cause the Equipment to be operated in a lawful manner and only by competent, qualified and where applicable, fully licensed operators;

\_\_\_\_\_  
**Renter's Initials**

## SCHEDULE "A" - ADDITIONAL TERMS

- b) to cause the Equipment to be used only in a prudent and safe manner and only for the purpose for which they were designed;
- c) to furnish at its own expense all fuel, oils, lubricants and other labour or material necessary for the operation and maintenance of the Equipment;
- d) to not share the Equipment with any other person, nor lend, rent, lease or sublet the Equipment to any other person or user, without the express written consent or approval from the Owner;
- e) upon the expiry of the Term, to immediately return the Equipment to the Owner (the Renter shall not be permitted to give the equipment to any other person or user prior to return to the Owner); and
- f) to promptly notify the Owner of any accident, damage, deficiencies or theft related to the Equipment, and/or of deficiencies in the Equipment.

### 7. Events of Default

- i. If:
  - a) the Renter becomes insolvent, bankrupt or if a receiver is appointed for the Equipment of the Renter or bankruptcy, reorganization, insolvency, liquidation or dissolution proceedings shall be instituted by or against the Renter;
  - b) the Renter fails to make a payment as and when required under this Agreement; or
  - c) the Renter shall be in default of any of its obligations hereunder and such default continues after the expiry of three (3) days' written notice by the Owner requiring the Renter to rectify such default, unless however, said default is not reasonably capable of being rectified within the said period and the Renter, acting reasonably, is working and continues to work diligently towards rectifying such material default;

the same shall constitute an Event of Default.

- ii. In addition to any other rights or remedies available, upon an Event of Default occurring, the Owner may take possession of the Equipment.

### 8. Waiver and Indemnity

- i. The Renter hereby:
  - a) waives any and all claims, rights or causes of action of every nature and kind at law or equity or under any statute that it has or may have in the future against the Owner or its councilors, officers, employees and agents; and
  - b) forever releases Owner or its councilors, officers, employees and agents from any and all liability;

related to injury, death, property damage, property loss or any other loss or expense that may be suffered by the Renter or, to the extent legally possible, its employees, agents, next of kin or legal representatives, resulting directly or indirectly from, or in any way attributable to the condition of the Equipment and the sufficiency of the instructions or training provided by the Owner, or in any way attributable to the transportation, operation, maintenance, repair, use, misuse, nonuse of the Equipment by the Renter, its directors, officers, contractors, employees, servants, or agents or any other person that handles or uses the Equipment prior to its return to the Owner in accordance with this Agreement.

- ii. The Renter shall be liable for, and shall indemnify and save harmless the Owner, its councilors, officers, employees and agents from

any claim, damages, liability, cost, fee, penalty, action, cause of action, demand, damage to property, injury to person or death (including, without limitation to, legal fees of the Owner on a solicitor and his own client full indemnity basis), whether in contract or in tort, suffered or incurred by the Owner, its councilors, officers, servants, employees or agents or by any other person, firm, partnership, corporation or entity resulting directly or indirectly from, attributable to, by reason of, arising out of, or in any way related to the transportation, operation, maintenance, repair, use, misuse, or nonuse of the Equipment by the Renter or any other person during the Term, whether or not the Renter has permitted the person to use the Equipment, or from any breach of this Agreement or any other negligent act or omission or willful misconduct of the Renter or any of its directors, officers, servants, agents, contractors, or employees.

### 9. General

- i. The headings to the articles and sections of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the Agreement.

- ii. No consent or waiver, express or implied, by the Owner to or of any breach or default by the Renter in the performance by the Renter 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 the Renter. Failure on the part of the Owner to complain of any act or failure to act of the Renter, or to declare the Renter in default, irrespective of how long such failure continues, shall not constitute a waiver by the Owner of its rights hereunder.

- iii. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance is 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 extent permitted by law.

- iv. This Agreement shall be governed by and construed according to the laws of the Province of Alberta. All legal proceedings arising from this Agreement shall be tried and directed by the court of competent jurisdiction in Alberta.

- v. Time is of the essence of this Agreement and each of its provisions.

- vi. The terms and conditions set forth within this Agreement, together with the Schedules, shall constitute all of the terms and conditions of this Agreement, and there are not other terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.

- vii. The Renter shall at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use or misuse of the Equipment.

- viii. The Renter's obligations contained in this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full, and shall not be merged upon the execution of any other documentation by the parties.

- ix. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and permitted assigns.

## SCHEDULE "B" - EQUIPMENT INSPECTION FORM

**Equipment Being Rented:** \_\_\_\_\_

**Equipment Leaving**

Equipment is clean	Yes	No	N/A
Equipment is in working order	Yes	No	N/A
Equipment is complete - no missing parts	Yes	No	N/A
Tires are in good condition	Yes	No	N/A
Hitch is in good condition	Yes	No	N/A

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Inspectors Initials: \_\_\_\_\_

Date Out: \_\_\_\_\_

**Equipment Returned**

Equipment is clean	Yes	No	N/A
Equipment is in working order	Yes	No	N/A
Equipment is complete - no missing parts	Yes	No	N/A
Tires are in good condition	Yes	No	N/A
Hitch is in good condition	Yes	No	N/A

Comments: \_\_\_\_\_  
 \_\_\_\_\_

Inspectors Initials: \_\_\_\_\_

Date In: \_\_\_\_\_

## SCHEDULE "C" - PREVENTATIVE MAINTENANCE & TRAINING

**Refer to Equipment Log Books and Safe Work Procedures where applicable.**

Acknowledge that have read the Safe Work Procedure for the equipment being rented \_\_\_\_\_ ***Renters Initials***

The personal information being collected on this form will be used to administer the Equipment Rental Agreement. The personal information is being collected under the authority of section 33(c) of the *Freedom of Information and Protection of Privacy (FOIP) Act* and will be managed in accordance with the provisions in the *FOIP Act*. If you have any questions concerning the collection of this information, please contact the FOIP Coordinator, County of Paintearth No. 18, Box 509, Castor, AB, T0C 0X0.

<b><i>Renter's Initials</i></b>
---------------------------------



**BETWEEN:** County of Paintearth No. 18

**AND:** \_\_\_\_\_  
(the "Owner")

of \_\_\_\_\_, Alberta

**SIGNED, SEALED and DELIVERED** by the County, in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Box 509, Castor, AB T0C 0X0  
Address

(403)-882-3211  
Phone number

**SIGNED, SEALED and DELIVERED** by the "Owner"

\_\_\_\_\_  
[NAME OF SIGNATORY], on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone number

Landowner/occupant of lands that have had brush mechanically removed along fencelines adjacent to roadsides who would like to have ongoing herbicide control of the regrowth is required to complete the following form.

Legal Land Description

Quarter	Section	Township	Range	Meridian			W	4	

Legal Land Description

Quarter	Section	Township	Range	Meridian			W	4	

Legal Land Description

Quarter	Section	Township	Range	Meridian			W	4	

Legal Land Description

Quarter	Section	Township	Range	Meridian			W	4	

1. A site inspection will be conducted by the Agricultural Fieldman or his/her designate.
2. A broadcast foliar application of a recommended herbicide of no more than 10 m from inside the fence along the roadside. Intersections will be controlled a minimum of 100 m back from the corner where possible.



3. The term of the agreement is for 3 years. If control work is required after such time a new agreement will have to be signed.
4. The Grantor covenants and agrees with the County, on behalf of his/her their heirs, executors, administrators and successors, that he/she shall not have any claim for loss of damage caused to his/her/their property by reason of the performance of the said work, whether such loss or damage is the result of the negligence of any servant, agent, or employee of the County otherwise.



**APPENDIX "D"**

**PRIVATE LAND WEED CONTROL**



**COUNTY OF PAINTEARTH NO. 18**

P.O. BOX 509, CASTOR, AB T0C 0X0  
PHONE: (403) 882-3211 FAX: (403) 882-3560

**PRIVATE LAND WEED CONTROL**

**LANDOWNER INFORMATION**

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

**OPERATOR INFORMATION**

Date of Application: \_\_\_\_\_ Pesticide Applicator: \_\_\_\_\_ Unit Number: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Hours Worked: \_\_\_\_\_

**PESTICIDE INFORMATION**

Major Weed Controlled: \_\_\_\_\_ Minor Weeds Controlled: \_\_\_\_\_  
Control Method: \_\_\_\_\_ Pesticide Applied: \_\_\_\_\_ PCP# \_\_\_\_\_  
Rate of Application: \_\_\_\_\_ L/ha Quantity Applied: \_\_\_\_\_ L Area of Application: \_\_\_\_\_ ha

**WEATHER CONDITIONS**

Temperature: \_\_\_\_\_ C Wind Direction: \_\_\_\_\_ Wind Velocity: \_\_\_\_\_ km/hr Precipitation: \_\_\_\_\_

**LOCATION OF APPLICATION**

Legal Land Description:

\_\_\_\_\_

QTR SEC TWP RGE

Latitude:

\_\_\_\_\_ N

Longitude:

\_\_\_\_\_ W


**COMMENTS:**

\_\_\_\_\_

In consideration of works and services hereinafter set forth, which may be undertaken or provided by the County of Paintearth No.18 or its agents.

I, \_\_\_\_\_ of \_\_\_\_\_ being the owner/occupant or entitled to become the owner/occupant of the above described lands for the purpose of spraying weeds.

And I hereby request the assistance of the County of Paintearth No.18 in the chemical control of persistent weeds on my land. It has been explained to me which chemical is to be used and the possible effects of this chemical.

And I hereby agree to indemnify and save harmless the County from any and all losses, cost, damages, actions, causes or action, suits, claims and demands resulting from anything done or omitted to be done by the County in the performance or purported performance of the said works requested.

And I hereby accept responsibility for all the costs and charges which may be incurred as a result of the undertaking of the said works by the County or any of its authorized agents.

And I willingly give my full permission for the County to add these costs and charges to my tax roll as an additional tax against the above mentioned land to be collected in the same manner as taxes.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Occupant)

\_\_\_\_\_  
(Date)

 <p><i>County of Paintearth</i> No. 18</p>	<h1>Beaver Dam Removal</h1>
<p>#1 Crowfoot Crossing Box 509 , Castor, AB TOC 0X0</p>	<p>Ph: (403) 882-3211 Fax: (403) 882-3560 reception@countypaintearth.ca</p>

An Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**BETWEEN:** **County of Paintearth No. 18**  
(hereinafter named the County)

**AND:** \_\_\_\_\_  
(hereinafter named the Grantor)

of \_\_\_\_\_ (address), and

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_(phone)

The County recognizes that beaver dams need to be removed or breached periodically to protect, maintain or construct infrastructure or to avoid the flooding or private and public land.

The County request permission to enter said lands for the purpose of blasting and will be done at the following legal location(s):

Legal Land Description

											W	4
--	--	--	--	--	--	--	--	--	--	--	---	---

Quarter Section Township Range Meridian

Legal Land Description

											W	4
--	--	--	--	--	--	--	--	--	--	--	---	---

Quarter Section Township Range Meridian

Legal Land Description

											W	4
--	--	--	--	--	--	--	--	--	--	--	---	---

Quarter Section Township Range Meridian

Legal Land Description

											W	4
--	--	--	--	--	--	--	--	--	--	--	---	---

Quarter Section Township Range Meridian

**Note:** If the problem does not occur entirely on the applicant's property, consent forms from all other property owners must be obtained.

The Grantor hereby agrees to indemnify and save harmless the County from any and all losses, cost, damages, actions, causes or action, suits, claims and demands resulting from anything done or omitted to be done by the County in the performance or purported performance of the said works requested.

I understand my responsibility, under the current County policy, to submit payment of \$100.00 for the first dam and \$50.00 for each additional dam in full within 30 days upon receipt of a service invoice form the County.

\_\_\_\_\_  
**Grantor**

\_\_\_\_\_  
**Director of Environmental Services**  
County of Paintearth No. 18

\_\_\_\_\_  
**Witness**

The personal information on this form is collected under the authority of Section 33 © of the Alberta Freedom of Information and Protection of Privacy Act, Section 642 of the Municipal Government Act. The information will be used to process you application (s) and your name and address of where the development/use is being proposed my be included on reports that are available to the public. If you have any questions on the collection and use of this information, please contact County of Paintearth No. 18 FOIP Coordinator. (403) 882.3211

**APPENDIX "F"**

**CODE OF PRACTICE FOR PITS**

**REGISTRATION APPLICATION (Schedule 1)**

Date: \_\_\_\_\_

Previous *Environmental Protection and Enhancement Act* Approval Number: \_\_\_\_\_

*Water Act* authorization required?  Yes  No

If Yes,  application submitted or current *Water Act* Authorization Number: \_\_\_\_\_

Name of Applicant (company or person in whose name the pit will be registered):  
\_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Person Submitting Application: \_\_\_\_\_

Company Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Primary Contact for Pit: \_\_\_\_\_

Job Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**APPENDIX "F"**

Pit Location Municipal Address or LSD-Sec-Twp-Rge-Mer	Registered Owners Name, Address and Phone Number	Occupants Name, Address and Phone Number

**APPENDIX "F"**

**ACTIVITIES PLAN (Schedule 2)**

**Part 1 Information**

Aggregate Type (check off all that apply):

Gravel  Sand

Clay  Marl

Current Size of Pit: \_\_\_\_\_  
\_\_\_\_\_ (hectares / acres)

Average Thickness (indicate metres or centimeters for each one):

Topsoil \_\_\_\_\_ Subsoil \_\_\_\_\_ Overburden \_\_\_\_\_ Aggregate \_\_\_\_\_

Topsoil Texture (check all that apply):

organic soil  mineral soil  clay loam  silty loam  sand  sandy loam

loam  clay  silt  other \_\_\_\_\_

Description of techniques to prevent wind and water erosion, and to limit the movement of dust from the pit:  
\_\_\_\_\_

Participation in local or regional air monitoring initiative: \_\_\_\_\_

Inactive pit conservation and reclamation techniques: \_\_\_\_\_

Scale drawings and cross-sections of existing pit conditions and planned sequence of operation attached.

**Part 2 Information**

Maximum planned size of pit: \_\_\_\_\_ (hectares / acres)

Depth to groundwater (metres) in test holes (indicate each depth if multiple holes): \_\_\_\_\_

Planned activities at the pit (check off all that apply):  wet pit excavation

concrete production  mixing salt and aggregate  mixing asphalt with aggregate

spraying truck boxes  aggregate washing  use of alternative materials for reclamation

Mitigative measures for all of the above activities: \_\_\_\_\_

Proposed land uses for reclaimed pit (check all appropriate boxes):

cultivation \_\_\_\_\_%  hayland \_\_\_\_\_%  pasture \_\_\_\_\_%

native range \_\_\_\_\_%  grassland \_\_\_\_\_%  forest \_\_\_\_\_%

wildlife habitat \_\_\_\_\_%  waterbody \_\_\_\_\_%  proposed subdivision \_\_\_\_\_%

other (specify) \_\_\_\_\_%

Pit water release (rationale for release, techniques and discharge points): \_\_\_\_\_

Average topsoil replacement depth (cm): \_\_\_\_\_

Average subsoil replacement depth (cm): \_\_\_\_\_

Scale drawings and cross-sections of reclaimed pit conditions attached.

Description of surface water bodies in the reclaimed pit:

Design: \_\_\_\_\_

Intended use: \_\_\_\_\_

Water elevation at full supply level: \_\_\_\_\_

Slope of land one metre above full supply level: \_\_\_\_\_

Slope of land one metre below full supply level: \_\_\_\_\_

Signature and title of person who developed Activities Plan: \_\_\_\_\_

March 11, 2008

**APPENDIX "G"**

**BYLAW NO. 415-90**

BYLAW NUMBER 415-90  
OF THE COUNTY OF PAINTEARTH NO. 18  
IN THE  
PROVINCE OF ALBERTA

BEING A BYLAW, to establish a system of permits controlling the removal of topsoil from land.

WHEREAS, it is deemed expedient and advisable in the best interest of soil conservation, that the Council be authorized, to establish a system of permits controlling the removal of topsoil from land within the County of Paintearth No. 18.

AND WHEREAS, the Soil Conservation Act, being Chapter S-19.1, Revised Statutes of Alberta, 1988 and in particular Section 21 thereof, gives authority for a Council, by bylaw, to establish a system of permits controlling the removal of topsoil from land.

NOW THEREFORE, the Council of the County of Paintearth No. 18 hereby enacts as follows:


1. Except as otherwise provided in this bylaw, no person shall remove topsoil from any land, within the County of Paintearth No. 18 for commercial purposes, without first obtaining a permit issued pursuant to this bylaw.
2. The Agricultural Fieldman or his designate shall receive, consider and decide on all applications for the removal of topsoil from land.
3. In making a decision the Agricultural Fieldman or his designate may approve the application unconditionally or impose conditions considered appropriate, permanently or for a limited period of time, or refuse the application.
4. The Agricultural Fieldman or his designate may in his discretion suspend and reinstate or revoke any permit.
5. Failure of a permit holder to comply with the conditions as stipulated, shall be reported to County Council or the Agricultural Service Board and result in cancellation of the permit and forfeiture of part or all of the performance deposit, at the discretion of County Council or the Agricultural Service Board.
6. A person who contravenes a provision of this policy or the County Bylaw, is guilty of an offense and liable to the penalties as set out, in the Soil Conservation Act of Alberta.

This bylaw shall take effect on the date of final passage thereof.

Read a FIRST TIME in Open Council this 18th day of October, 1990.

Read a SECOND TIME in Open Council this 18th day of October, 1990.

Read a THIRD TIME and FINALLY PASSED in Open Council this 18th day of October, 1990.

  
REEVE

  
SECRETARY TREASURER

APPENDIX "H"



**COUNTY OF PAINT EARTH NO. 18  
REMOVAL OF TOPSOIL PERMIT**

**Permit Number**

\_\_\_\_\_

In the matter of the Soil Conservation Act, being Chapter S-15 of the revised Statutes of Alberta, 2002.

And in the matter of By-Law No. 415-90 of the Council of the County of Paintearth No. 18.

To \_\_\_\_\_ of \_\_\_\_\_, Alberta

being the registered owner of \_\_\_\_\_ W4  
Quarter(s) Section Township Range

A Permit is hereby granted for the removal of topsoil, subject to the condition set out below;

1. That not less than three inches of topsoil be left over the subsoil of the area to be stripped.
2. That the stripped area be leveled, cultivated and established to original state in the year of soil removal, or that the area be leveled, cultivated as summer fallow and be seeded prior to May 15 following the year of soil removal.

The performance bond in the amount of \$ \_\_\_\_\_ is deposited with the County to guarantee satisfactory performance as required.

The Agricultural Fieldman or their designate may in their discretion suspend and reinstate, or revoke any permit.

This permit is granted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Permit expiry is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINT NAME OF COUNTY EMPLOYEE

\_\_\_\_\_  
SIGNATURE OF COUNTY EMPLOYEE

\_\_\_\_\_  
PRINT NAME OF REGISTERED OWNER

\_\_\_\_\_  
SIGNATURE OF OWNER

March 11, 2008