# AGENDA COUNTY OF NORTHERN LIGHTS AGRICULTURAL SERVICE BOARD (ASB) TUESDAY, JUNE 10, 2025 AT 10:15 PM COUNTY OFFICE BUILDING, MANNING, ALBERTA

https://us02web.zoom.us/j/82055671263?pwd=lyvw5aFe1zRgmWoLjLp1g6zRQe9sbs.1

- 1. CALL TO ORDER
- 2. ADOPTION OF THE AGENDA
  - a. Tuesday, June 10, 2025, ASB Agenda
- 3. ADOPTION OF PREVIOUS MEETING MINUTES
  - a. Tuesday, March 11, 2025, ASB Meeting Minutes
- 4. **NEW BUSINESS** 
  - 63.01 ASB AG FIELDMAN REPORT
    - a. Agricultural Fieldman Report
  - 63.02 RURAL SERVICES/PROGRAMS/POLICY'S/RESOLUTIONS/GENERAL
  - 63.03 NORTH PEACE APPLIED RESEARCH ASSOCIATION
  - 63.04 CORRESPONDENCE FOR INFORMATION
    - a. Agricultural Service Board 2025-2029 Grant Agreement
    - b. NPARA March 2025 Board Meeting Minutes
- 5. IN-CAMERA
- 6. ADJOURNMENT

# MINUTES COUNTY OF NORTHERN LIGHTS AGRICULTURAL SERVICE BOARD (ASB) MARCH 11, 2025 AT 10:15 AM COUNTY OFFICE BUILDING, MANNING, ALBERTA

https://us02web.zoom.us/j/88520268226?pwd=bHgjUuC5EYwdFaR88Bfp19HZtNOWBa.1

PRESENT:

Gary These

Kayln Schug Brenda Yasinski

Brent Reese Gloria Dechant

Terry Ungarian

Ward One

Ward Two Ward Three

Ward Four Ward Five

Ward Six

Weberville/Stewart

Warrensville/Lac Cardinal (virtual)

Dixonville/Chinook Valley Deadwood/Sunny Valley North Star/Breaking Point

Hotchkiss/Hawk Hills

**REGRETS:** 

Linda Halabisky

Ward Seven

Keg River/Carcajou

IN ATTENDANCE:

Gerhard Stickling – Chief Administrative Officer Charles Schwab – Director of Public Works Josh Hunter – Director of Finance Blake Gaugler – Agricultural Fieldman

Teresa Tupper – Executive Assistant/ Recorder Dan Archer – Mile Zero Banner Post Reporter

### 1. CALL TO ORDER

Chair Ungarian called the Tuesday, March 11, 2025 Agricultural Service Board Meeting to order at 10:13 a.m.

# 2. ADOPTION OF THE AGENDA

a. Tuesday, March 11, 2025 ASB Agenda

013/11/03/25ASB

MOVED BY Councillor Reese to acknowledge receipt of the Tuesday, March 11, 2025 Agricultural Service Board Agenda and adopt it as presented.

**CARRIED** 

#### 3. ADOPTION OF PREVIOUS MEETING MINUTES

a. Tuesday, January 28, 2025 ASB Meeting Minutes

014/11/03/25ASB

MOVED BY Councillor These to acknowledge receipt of the Tuesday, January 28, 2025 Agricultural Service Board Meeting Minutes and adopt them as presented. CARRIED

#### 4. **NEW BUSINESS**

#### 63.01 ASB AG FIELDMAN REPORT

# 63.02 RURAL SERVICES/PROGRAMS/POLICY'S/RESOLUTIONS/GENERAL

a. Intermunicipal Appeal Committee

015/11/03/25ASB

MOVED BY Councillor Schug to acknowledge receipt of the Intermunicipal Appeal Committee Report and add appointments of the following individuals to the Intermunicipal Weed and Pest Appeal Board as members for the 2025 calendar year: Cynton Butz, Simon Lavoie, and Kristy Belzile.

CARRIED

b. Tansy issue washing downstream from NSC

016/11/03/25ASB

MOVED BY Councillor Reese to acknowledge receipt of the Tansy Issue Report and draft a letter to the Northern Sunrise ASB and a copy to the Council requesting access and information sharing to these lands of concern; and start the research process of applying to Municipal affairs for a boundary adjustment in this area of concern. CARRIED

#### 63.03 NORTH PEACE APPLIED RESEARCH ASSOCIATION

a. NPARA Draft Grant 2025-2029

017/11/03/25ASB

MOVED BY Councillor These to acknowledge receipt of the North Peace Applied Research Associations draft grant for 2025 to 2029 and approve it as presented.

**CARRIED** 

018/11/03/25

MOVED BY Councillor Dechant to accept the updated NPARA Grant Policy.

CARRIED

#### 63.04 CORRESPONDENCE FOR INFORMATION

a. Letter to ASB Provincial Committee RE: 2025 ASB Conference

b. Letter to Vulcan County ASB RE: 2025 ASB Conference c. NPARA Board Meeting Minutes

019/11/03/25ASB

MOVED BY Councilor Yasinski to acknowledge receipt of the ASB Correspondence and accept it for information.

CARRIED

5. IN-CAMERA

Date Signed

6. ADJOURNMENT

Chair Ungarian adjourned the Tuesday, March 11, 2025 10:53 a.m.	Agricultural Service Board Meeting at
Chair, Terry Ungarian	CAO, Gerhard Stickling



#600, 7th Ave NW, PO Box 10, Manning AB T0H 2M0 Phone 780-836-3348 Fax 780-836-3663 Toll Free 1-888-525-3481 **Report No.** AF - 2025- 0161

Agenda Item No. 4.63.01 - a

Subject:

Ag Fieldman Report Mar-May

Agenda Date:

June 10th, 2025

Attachments:

Letter

Recommendation: Accept report for information.

# Background:

- Staff were hired for the mowing crew: Liam Collins, Lucas Kamieniecki and Leland Kamieniecki. All three boys are returning employees.
- Weed and Pest Inspectors were hired: Marina Robertson and Taylor Peats. Both have relevant experience and are off to a good start.
- The training of staff went well and is up to date. All required documentation was submitted as required.
- The only equipment rented was the water pumping equipment to help pump water for the mill. The cattle scale will go out free of charge for the Dixonville 4-H club and one booking for early June for the water pump. All equipment is good working condition for its age.
- The Ag Fieldman has been working to secure a Special Use Approval (SUA) through the Province. The SUA triggered Indigenous Consultations through ACO and we had to do a level 1 streamlined consultation. Public notice for the application was posted May 7<sup>th</sup>, in the banner post. We are on track to have the ACO successfully completed and should have the SUA obtained by mid-June. This will allow us to control the Tansy and Chamomile growing along the East banks of the Peace River more successfully. One condition of the SUA will be that if the source of the infestation is not controlled a second SUA will not be granted. We are in discussions with staff at NSC, see letter from NSC. Discussion to date have been frustrating around the proactiveness, planning and staffing aspects.
- The Province is hoping to get 1080 redistributed within the next 3 weeks, so far they are about 2 months behind.
- ASB Townhall was June 4<sup>th</sup>, no report, this report was written prior to the Townhall.
- Grant reporting was finalized for the 2024 grant, as required.
- Still waiting for all of our disease samples to comeback, so far nothing of concern has been identified. More insect trapping will be carried out via NPARA in partnership with the Alberta Government.

Communication:

Inform the ASB wa the Agricultural Fieldman.

Report Writer:

Blake Gaugler

Blake Gaugler

Agricultural Fieldman

CAO accepted for agenda

4.63.01-0



May 28, 2025

Terry Ungarian Chairperson/Reeve Agricultural Service Board County of Northern Lights

RE: Memorandum

Dear Terry,

Thank you for your continued commitment to invasive species control and for your attention to the concerns raised regarding the presence of common tansy and scentless chamomile along our shared boundary of the Peace River.

In alignment with our obligations under County policies and the *Weed Control Act*, our team remains committed to identify and remove invasive species observed within our jurisdiction. As the confirmed location of the infestation falls within your jurisdiction, we acknowledge and respect your authority in managing these lands.

While we will not be entering into a formal agreement to take further action beyond our boundary, we wish to propose a coordinated approach moving forward. Specifically, we suggest scheduling staff visits concurrently to the affected site to maximize the effectiveness of any manual control efforts. This would allow both our teams to work together efficiently to address any emerging infestations and limit further spread.

We believe this collaborative approach aligns with our shared goals of protecting agricultural productivity and the natural environment. We kindly request that the County's Agricultural Fieldman contact our Weed Program Coordinator by email at agservices@northernsunrise.net or by phone at 780-322-3831 to share their availability for coordinating staffing and to discuss potential dates for joint site visits.

We appreciate your cooperation and look forward to continued communication and collaboration on this important matter.

Sincerely,

Corinna Williams Chairperson/Reeve Agricultural Service Board Northern Sunrise County

Curlhams

# **GRANT AGREEMENT ASB-076875**

#### AGRICULTURAL SERVICE BOARD 2025-2029 GRANT AGREEMENT

This Agreement is made effective the 1st day of January, 2025 (the "Effective Date")

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ALBERTA,

as represented by the Minister of Agriculture and Irrigation (the "Minister")

AND:

COUNTY OF NORTHERN LIGHTS (the "Applicant")

# **PREAMBLE:**

- 1. The Minister is operating the Agricultural Service Board Grant Program for 2025-2029 under which projects may be eligible for grants.
- 2. The Applicant has applied for a grant with respect to a project.
- 3. The Applicant is prepared to perform and enter certain undertakings relative to the payment of the grant.

The Minister and the Applicant therefore agree as follows:

# 1. INTERPRETATION

- **1.1 Definitions** In this Agreement, including the Preamble, the following expressions have the following meanings:
  - "Agreement" means this Agricultural Service Board 2025-2029 Grant Agreement.
  - "Application" means the completed application form and all attachments submitted by the Applicant and approved by the Minister, as may be amended, a copy of which is attached to this Agreement as Schedule "A";
  - "ASB" means an agricultural service board constituted under the *Agricultural Service Board Act*.
  - "ASB Program" means Agricultural Service Board Grant Program for 2025-2029;
  - "ASB Program Reporting" means the reporting form published by the Minister, as amended from time to time;
  - "Calendar Year" means January 1st to December 31st;
  - "Effective Date" means the date first above written;

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4.63.04-a)

"Eligible Expenses" means those expenses described in section 4.1 that are to be incurred by the Applicant directly in furtherance of the Project and which are eligible for payment under this Agreement, subject to the terms and conditions in this Agreement;

"Grant" means the grant described in section 2.1 to be paid by the Minister to the Applicant pursuant to this Agreement;

"Grant Proceeds" means the amount of the Grant plus all interest or other return obtained by the Applicant from investing all or part of the Grant pending disbursement on the Project;

"Legislative Activities" means the activities to be performed by the Applicant described in Schedule A of the Application;

"Project" means the Legislative Activities and if applicable the Resource Management Activities to be performed by the Applicant as described in the Application;

"Regulation" means the Ministerial Grants Regulation under the Government Organization Act (Alberta);

"Resource Management Activities" means the activities to be performed by the Applicant described in Schedule A, of the Application, as applicable; and

"Term" means the period from the Effective Date to December 31, 2029.

- 1.2 Section Numbers References in this Agreement to section numbers are to the corresponding numbered provisions of this Agreement, unless the context provides otherwise.
- 1.3 Schedules The following Schedules are attached to and form part of this Agreement:

Schedule "A" - Application

1.4 Entire Agreement - This Agreement, which includes the attached Schedules, is the entire agreement between the Minister and the Applicant with respect to support by the Minister of the Project, and supersedes all previous agreements, correspondence, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement. In the event of a conflict between the body of this Agreement and a Schedule, the body shall prevail.

#### 2. THE GRANT

- 2.1 Payment of Grant Subject to the terms and conditions of this Agreement, the Minister will pay to the Applicant up to a maximum of \$831,235.00 in support of Legislative Activities and, if applicable, up to a maximum of \$60,760.00 in support of Resource Management Activities, (collectively the "Grant"), as follows:
  - (a) \$166,247.00 in Legislative Activities and \$12,152.00 in Resource Management Activities, upon execution of this Agreement;
  - (b) \$166,247.00 in Legislative Activities and \$12,152.00 in Resource Management Activities, following receipt of Annual Report 1, to the satisfaction of the Minister;

- (c) \$166,247.00 in Legislative Activities and \$12,152.00 in Resource Management Activities, following receipt of Annual Report 2, to the satisfaction of the Minister;
- (d) \$166,247.00 in Legislative Activities and \$12,152.00 in Resource Management Activities, following receipt of Annual Report 3, to the satisfaction of the Minister;
- (e) \$166,247.00 in Legislative Activities and \$12,152.00 in Resource Management Activities, following receipt of Annual Report 4, to the satisfaction of the Minister;
- 2.2 Amount of Grant The total amount of the Grant shall not exceed \$891,995.00 5 YR TOTAL. If the Grant exceeds the Applicant's Eligible Expenses, as determined by the Minister, then the Grant shall be reduced upon review by, and at the absolute discretion of, the Minister. At the end of the Term, if the Applicant's Eligible Expenses, as determined by the Minister, are less than the amount of the Grant Proceeds, then the Applicant shall immediately refund the difference to the Minister
- 2.3 Use of Grant Proceeds The Grant Proceeds shall be used exclusively for the paying of Eligible Expenses for the Project. Immediately upon receiving each Grant payment, the Applicant shall identify in its records the Grant funds as being committed exclusively to Legislative Activities and, if applicable, to the Resource Management Activities. The Applicant shall maintain separate records for the Grant Proceeds that enable the Applicant to identify, at any given time, the commitments, expenditures, interest earned (if any), and remaining Grant Proceeds balance.
- **2.4** Repayment of Grant Proceeds Any portion of the Grant Proceeds that were not expended by the Applicant directly on Eligible Expenses for the Project becomes immediately repayable to the Minister.
- **2.5 Application for Grant** The Minister acknowledges that the Application constitutes an application in a manner and form acceptable to the Minister and thereby in compliance with the Regulation.
- 2.6 No Other Financial Assistance 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 carry out the Project. The Applicant acknowledges that the Grant is the only financial assistance the Minister will provide to the Applicant for the Project.
- 2.7 No Obligation to Provide Licenses or Approvals The Applicant acknowledges that the payment of a Grant under the ASB Program creates no obligation on the part of the Minister to provide licenses or approvals under any legislation.
- **2.8 Grant Regulation** In addition to complying with the terms expressly set out in this Agreement, the Applicant must comply with the Regulation, including any applicable amendments enacted under the *Government Organization Act* (Alberta).
- 2.9 Changes in ASB Program Funding Levels In the event that ASB Program funding levels are changed to the extent that the money available to the Minister to make a grant under the ASB Program is reduced or eliminated, the Minister may, in their sole discretion, reduce the amount of the Grant, or cancel the Grant and terminate the Agreement. Each of the payments described in section 2.1 is therefore subject to funds being available in the respective year. If the Minister reduces the amount of the Grant, the Minister will send the Applicant a letter stating the updated Grant amount and payment schedule, and this letter shall constitute an amendment to the Agreement. The Applicant acknowledges that ASB Program funding levels may change, and is not undertaking the Project solely in reliance on

funding from the Minister.

- 2.10 Maintaining Eligibility To receive payment under this Agreement, the Applicant must maintain its eligibility under the ASB Program, as defined in the ASB Program Terms and Conditions.
- 2.11 Disclosure of Grant Recipient Information The Applicant acknowledges that the Minister 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.

#### 3. THE PROJECT

- 3.1 Completion of the Project The Applicant shall diligently and in a timely manner carry out the Project, in consultation with and on the advice of the Applicant's ASB and in accordance with applicable legislation including the ASB Act.
- 3.2 Alteration of the Project The Applicant shall not alter the scope of or suspend the Project in any respect material to this Agreement, except with the prior written consent of the Minister. Alteration or suspension of the Project may result in a reduction of the Grant, in the sole discretion of the Minister.

# 4. ELIGIBLE EXPENSES

- **Eligible Expenses** The Applicant may only use the Grant Proceeds for the following Eligible Expenses:
  - 4.1.1. Eligible Non-Capital Expenses, as approved by the Minister and stated in the grant agreement, may include:
    - (a) staffing salary, wages, benefits and professional development of ASB staff;
    - (b) operating expenses for ASB Program related vehicles and equipment;
    - (c) ASB Program materials and supplies;
    - (d) office operations;
    - (e) contracted services;
    - (f) extension and outreach education related activities for eligible activities.
  - 4.1.2. Eligible Capital Expenses, as approved by the Minister and stated in the grant agreement, may include in each year of the Term:
    - (a) costs for the purchase or lease of capital items up to a maximum of \$5000 in support of Legislative Activities; and
    - (b) if applicable, costs for the purchase or lease of capital items up to a maximum of \$5000 in support of Resource Management Activities.
  - 4.1.3 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.
  - 4.1.4 If the Minister, in their sole discretion, considers the amount of any Eligible Expense claimed by the Applicant to be unreasonable, the Minister may adjust the

- **Ineligible Expenses** In no event shall any of the following be an Eligible Expense: 4.2
  - (a) in each year of the Term, costs for the purchase or lease of capital items over \$5000 in support of Legislative Activities and over \$5000 in support of Resource Management Activities;
  - (b) Goods and Services Tax (GST);
  - (c) alcohol;
  - (d) cannabis;
  - (e) expenses funded through any other federal or provincial government grants, programs or projects;
  - (f) speaker fees from any in country government employee (includes all levels of government);
  - (g) producer contributions of any kind such as land, labour, mileage etc.;
  - (h) livestock arrangements of any kind;
  - (i) donations;
  - (j) grants;
  - (k) expenses incurred by the Applicant outside of the Term;
  - any other expense deemed by the Minister to be an ineligible expense. (1)
  - Fair Market Value In incurring Eligible Expenses, the Applicant must follow a process 4.3 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.
  - Adjustment of Eligible Expenses If the Minister in his sole discretion, considers the 4.4 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.
  - 4.5 Calculation of Eligible Expenses - 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).
  - 4.6 Determination of Eligible Expenses - The determination of whether an expense incurred by the Applicant in performing the Project constitutes an Eligible Expense is at the sole discretion of the Minister.
  - 4.7 Capital Items Purchased - The Applicant shall not return for refund any capital items for which the Applicant has purchased using the Grant Proceeds. The Applicant shall not sell or trade any capital items for which the Applicant purchased using Grant Proceeds for at least three years after the end of the Term.

#### 5. REPORTING, MONITORING AND INSPECTION

Annual Reports - The Applicant shall provide the Minister with the following annual 5.1 reports (the "Annual Reports") in writing using the ASB Program Reporting, to the Minister's satisfaction, detailing, for the time period covered by the Annual Report:

- (a) a statement of the Applicant's ASB income and expenditures for the Calendar Year covered by the Annual Report, certified by a financial officer of the Applicant;
- (b) a report highlighting the results of the Schedule "A" activities for the Calendar Year covered by the Annual Report;
- (c) confirmation that the Applicant has filed its annual financial information return, including audited financial statement and auditor's report, to Municipal Affairs as per section 278 of the Municipal Government Act;
- (d) the status of the Grant Proceeds, including all expenditures of the Grant Proceeds and the amount of Grant Proceeds currently held by the Applicant;
- (e) any other grants from any level of government in respect of the Project; and
- (f) any other information requested by the Minister.

The Annual Reports must be submitted between the following dates:

- i. Annual Report 1, to be submitted between March 1, 2026 and April 30, 2026 covering the time period from January 1, 2025 to December 31, 2025;
- ii. Annual Report 2, to be submitted between March 1, 2027 and April 30, 2027, covering the time period from January 1, 2026 to December 31, 2026;
- iii. Annual Report 3, to be submitted between March 1, 2028 and April 30, 2028, covering the time period from January 1, 2027 to December 31, 2027;
- iv. Annual Report 4, to be submitted between March 1, 2029 and April 30, 2029, covering the time period from January 1, 2028 to December 31, 2028; and
- v. Annual Report 5, to be submitted between March 1, 2030 and April 30, 2030, covering the time period from January 1, 2029 to December 31, 2029.

The Minister may require that any Annual Reports be reviewed, assessed and reported on by the Applicant's auditors. Upon request by the Minister, the Applicant shall in a timely manner elaborate on any particular aspect of an Annual Report.

- **5.2** Events Related to Project The Applicant shall provide the Minister with prompt notice of any material events, developments or circumstances that arise in relation to the Project.
- **5.3** Additional Reports The Minister may request the Applicant to submit additional reports during the Term which the Applicant shall submit, to the Minister's satisfaction by the dates specified by the Minister.
- 5.4 Accounting Records From the effective date of this Agreement until six years following the end of the Term, the Applicant shall maintain separate accounting records for the Project and the Grant Proceeds 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.
- **5.5 Verification** The Applicant consents to the Minister obtaining information from or releasing information to any other government department, agency or other body for the purposes of verifying the Applicant's eligibility for payment under the ASB Program.
- Audits The Applicant agrees to give the Minister and representatives of the Minister access to examine the Applicant's ASB operations from the Effective Date until six years following the end of the Term. The Applicant agrees to make available to the Minister and representatives of the Minister all records, books of account, income tax returns, information, databases, invoices, 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 or 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, as well as forfeit any future payments for the Project.
- 5.7 Inspection From the Effective Date until six years following the end of the Term, the Minister is entitled, at reasonable times and upon reasonable notice to the Applicant, to attend at the Applicant's premises for the purpose of examining any items pertinent to the Project in order to assess whether the Applicant is in compliance with the terms of this Agreement.
- **5.8** Applicant Cooperation The Applicant agrees to cooperate with the Minister in the completion of any audit, evaluation or inspection of the Project, or of the Grant.

# 6. OTHER OBLIGATIONS OF THE APPLICANT

- **Representations and Warranties** The Applicant represents and warrants to the Minister that:
  - a) the person signing the Application is duly authorized to make the Application and bind the Applicant to the Program Terms and Conditions;
  - b) no Application has been made for the same activities by any other person, including without limitation, a participating municipality;
  - c) it has made full, true and plain disclosure to the Minister of all facts relating to the ASB and the Project that are material to its Application, including without limitation all sources of funding from other governments;
  - d) it has adequate human resources, experience and skills to carry out the activities described in the Application;
  - e) 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 Project;
  - f) it is in compliance with all laws, orders and authorizations which relate to or affect it and is not subject to any order of any court or other tribunal affecting its operations;
  - g) it 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, to enter into this Agreement, and to carry out the Project; and
  - h) the execution of this Agreement by the Applicant has been duly and validly authorized by the Applicant in accordance with applicable law, and shall constitute a binding legal obligation of the Applicant.

# 7. NON-COMPLIANCE

- 7.1 Event of Default Any one or more of the following shall constitute an event of default, each as determined in the Minister's discretion ("Event of Default"):
  - (a) failure of the Applicant to comply with any of its obligations under this Agreement;
  - (b) the Applicant ceases to carry out the Project during the Term;
  - (c) the Applicant becomes insolvent or ceases to carry on its operations; or
  - (d) a resolution is passed or an application is made for winding up, dissolution, liquidation or amalgamation of the Applicant.
- 7.2 Notice of Events of Default The Applicant shall provide notice to the Minister of the occurrence of any Event of Default, as defined under section 7.1, as soon as possible on the occurrence of an Event of Default.

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- 7.3 Consequences of Default Upon the occurrence of an Event of Default
  - (a) in addition to any other remedy under this 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 all or part of the Grant. Any such amount shall be a debt due to and recoverable by the Minister;
    - iii. terminate the 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. pay to the Minister the amount demanded pursuant to section 7.3(a)(ii); and
    - ii. provide an accounting of the full amount of the Grant Proceeds with an audit report to the Minister.
- 7.4 Right of Set-Off The Applicant agrees that the Minister may set-off against any other grant or amount payable to the Applicant under any programs administered within Alberta Agriculture and Irrigation any amounts that become repayable by the Applicant to the Minister under the provisions of this Agreement.

#### 8. INDEMNITY

- 8.1 Indemnity The Applicant shall indemnify and hold harmless the Minister and the Minister's employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Applicant is legally responsible, including those arising out of negligence or willful acts by the Applicant, or the Applicant's employees or agents.
- 8.2 Insurance The Applicant will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

# 9. **COMMUNICATIONS**

- 9.1 Announcements The Applicant shall not make any public announcement or issue any press release regarding the entering into of this Agreement, the making of the Grant, or the Project, 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.
- 9.2 Disclosure The Applicant acknowledges and agrees that the Minister may disclose this Agreement and its contents by any means chosen by the Minister including without limitation tabling it before the Legislature.
- 9.3 Freedom of Information and Protection of Privacy Act The Applicant acknowledges that information and records maintained by the Minister relating to this 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 specific exceptions.
- 9.4 Liaison The Minister designates for the time being the Agricultural Service Board (ASB) Program Manager, Alberta Agriculture and Irrigation, to maintain an ongoing liaison with

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the Applicant in matters pertaining to this Agreement, and as having authority to communicate to the Applicant on behalf of the Minster any notice, approval, consent or other communication under this Agreement. In the absence of any further designation or limitation communicated by the Minister, the Applicant may assume that any such communication from the Minster's designate named above has been duly authorized.

# 10. GENERAL

- 10.1 Notices Any notice, consent or other communication under this Agreement must be in writing and is effective when delivered by any means, including e-mail, to the following respective addresses:
  - (a) if to the Minister:
    Alberta Agriculture and Irrigation
    #107, J.G. O'Donoghue Building
    7000-113 Street
    Edmonton, Alberta T6H 5T6
    Attention: ASB Program Manager
    ASB.Grant@gov.ab.ca
  - (b) if to the Applicant:
    County of Northern Lights
    Box 10
    Manning, AB
    T0H 2M0

Either party may change its contact information by giving notice to the other in the above manner.

- 10.2 Survival Notwithstanding any other provision of this Agreement, those sections which by their very nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination.
- Amendment and Waiver With the exception of a letter sent by the Minister to an Applicant to amend the Agreement pursuant to section 2.9, no amendment of this Agreement is effective unless made in writing and signed by a duly authorized representative of each of the Minister and the Applicant. No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.
- 10.4 Additional Assurances The Applicant agrees to, from time to time, do all such acts and provide such further assurances, instruments, and agreements as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and intent. However, this section 10.4 shall not in any event be construed as obligating the Minister to amend or enact any statute or regulation.
- 10.5 Assignment The Applicant may not assign this Agreement or any right or benefit under it.
- 10.6 No Agency Nothing in this Agreement is intended to constitute the parties as an agent of

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the other for any purpose, or to create any relationship of agency, partnership or joint venture.

- 10.7 Governing Law This Agreement shall be construed, interpreted and applied in accordance with the laws and in the courts of the Province of Alberta
- 10.8 Severability The terms and conditions of this 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 this Agreement or any other term or condition of it.

HIS MAJESTY THE KING IN RIGHT OF ALBERTA, as

The parties have therefore executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

		represented by the Minister of Agriculture and Irrigation	
Date:	2	Per:	=
		Print Name and Title	
		COUNTY OF NORTHERN LIGHTS	
Date:		Per:	
		Print Name and Title	
Date:	-	Per:	_
		Print Name and Title	

# SCHEDULE "A"

Applicant's Completed ASB Program Application

Classification: Protected A

4.63.04-0)

# 2025-2029 Agricultural Service Board Grant - Resource Management Stream

Thank you for your application to the Agricultural Service Board (ASB) Grant Program under the Resource Management (RM) funding stream. We are pleased to inform you that your submission has been reviewed and has been recommended for funding.

As part of the 2025 program renewal, we would like to highlight several important updates that reflect the evolving focus of the RM stream. The program continues to prioritize **extension programming** that builds producer awareness and understanding of sustainable agricultural practices. The goal is to support the long-term viability and competitiveness of Alberta agriculture by promoting practices that improve soil, water, air quality, biodiversity, and emissions reductions.

Your programming should continue to incorporate:

- Promotion of Sustainable Canadian Agricultural Partnership programs (e.g., RALP, OFEP, Water Programs),
- Promotion of Environmental Farm Plans, and
- Promotion of practices addressing **local resource management concerns** relevant to your region.

Under the RM stream's updated evaluation methodology, some applicants will receive less funding than they requested or than in previous funding cycles. As we transition to the more objective, more focused methodology, funding reductions have been capped to mitigate disruption to operations. No applicant's funding has been reduced by more than 15 per cent. As for funding awards that are less than requested amounts, please keep in mind the following:

- The annual RM stream budget is \$1.78 million. With 49 applicants this term (up from 42), the average grant is approximately \$6,000 lower.
- Requests significantly above the average grant could not be fully accommodated. Applications were assessed relative to one another, with similar scopes of work awarded similar funding.

To help with performance tracking, we have introduced an **Extension Activity Tracker**. Please use this tool **every time an activity is completed**. This will ensure consistency and accountability in reporting and is essential for program monitoring and evaluation. Note: this tracker is for RM stream activities only and should not be used for activities under the Legislative Stream.

If you have any questions regarding your funding or the use of the tracker, please don't hesitate to reach out to our team:

- Jason Price, Manager, Agri-Environmental Policy jason.price@gov.ab.ca
- Rezvan Karimi Dehkordi, Agri-Environmental Analyst <u>Rezvan.Karimi-Dehkordi@gov.ab.ca</u>

We look forward to working with you to advance sustainable agriculture practices across Alberta.

Warm regards,

JASON Price, Manager Agri-Environmental Policy, Alberta Agriculture and Irrigation

4.63.04-0)

#### Minutes - NPARA Board Meeting March 4th, 2025, In-Person Meeting

Present: Kris Nicklason, Gary These, Dave Klassen, Arie Loogman, Michael Scott, Louise Brister

Staff: Josée Aitken, Megan Wong, Amber Hamelin-Aardema, Dennis Anye Ndeh

Absent: Andrew Hardy, Willie Stahl, Leanne Pharis

- 1) Kris Nicklason called the meeting to order at 9:02 AM
- 2) Michael Scott moved to adopt the agenda as presented.
- 3) Gary These moved to accept the minutes from January 28th.
- 4) ARECA
  - a. ARECA Representative

Michael Scott put his name forward to be the ARECA Representative, replacing Leanne Pharis who was serving as the rep although she was no longer a director.

All members voted for Michael Scott to be the ARECA Representative, Carried.

- b. Surplus program was signed, will start moving forward with that, more info to follow.
- c. ARECA working on setting up a committee for AgKnow
- d. Workshop and AGM March 20-21st

Michael Scott will be unable to attend ARECA meetings in person but would online, Josée will be attending.

- 5) New Business
  - a. Letter to request funding from RDAR
  - b. Approval to enter funding agreement with RDAR

Motion: Kris Nicklason made a motion to enter a funding agreement with RDAR approve, accept and sign funding agreement 2025A009R and confirm section 7. Seconded by Dave Klassen. All Approved

- c. Approval of Business Plan
- d. Approval of Action Plan

Motion: Michael Scott made a motion to approve the 2025 Business Plan, and 2025 Action Plan as presented. Seconded by Gary These. All Approved.

e. County of Northern Lights Contract Renewal

Motion: Arie Loogman made a motion to approve the draft contract as presented. Seconded by Kris Nicklason.

- 6) Old Business
  - a. DAECO Editing or assistance with Policy Manual & other support
    - Josée will use DAECO for HR purposes, making new contracts, etc.
  - b. Directors ending terms needing replacements
    - a. Louise Brister

- 7) Financials
  - a. 2025 YTD Financials

MOTION: Michael Scott made a motion to approve the 2025 Financials. Seconded by Dave Klassen.

b. 2025 Budget

MOTION: Kris Nicklason made a motion to approve the 2025 Budget. Seconded by Gary These.

- 8) Staff Report
  - a) Extension Update
    - i. Peace Agronomy Update January 31st
      - 36 people attended
      - Bad weather and road conditions
    - ii. EFP Workshop Feb. 10th
      - Dixonville 3 attendees
    - iii. PRLL: Below Ground Feb. 26-27th
      - 57 attendees
      - 90 attendees
    - iv. EFP Clinic March 11th Location TBD
      - Requested by others who were unable to attend past clinics
    - v. Soil Testing Workshop March 13th
      - With A&L Labs
      - Legion Hall

- vi. AGM March 26th
  - Drew Lerner
  - 10 − 2 pm at the Legion Hall.
- vii. Farmer Appreciation Night
  - March 28th 5:30 start
  - Past owners of Neighbours are catering.
  - Comedian Jody Peters from a farm in Sask.
- b) Research Update
  - i. New seeder agreement signed with Cory Pearson, looking for GPS options
  - ii. Annual Report
    - Working on data analysis
    - Aiming for publication before the AGM
    - Variety trial results will be on the website this week
  - iii. 2025 research
    - Deep-rooted cover crop
    - PRLL trials
    - Field Pea RVT

Board suggested to try some green peas, check for bleaching

- · Cereal variety trials
- Crops Garden and RAL
- Proprietary trials
- PRLL co-benefits
- Water Quality Monitoring (grant proposal submitted)
- Nature United trial on perennial wheat was approved
- Bee/insect monitoring
- iv. Other applications/projects
  - RDAR applications in progress: humalite on-farm trials, intercropping, liming, pasture
    rejuvenation, perennial forage mixes, alternate cropping demos
    The board was very supportive in the humalite, liming, intercropping and pasture rejuvenation
    ones. Some offered their pasture as a location.
  - Variety trials survey is available
  - · MSLA grant proposal submitted
- v. Shelterbelt
  - · Working with AWES on proposal to fund the replacement of burned trees/empty spaces
- vi. Summer Students
  - Postings are up on the website, several university job boards and Agri-News until March 31
  - Looking for 3 research students and 1 extension/communications intern
  - Interviewed 6 already, 3 more interviews this week, possible returning students
  - Camp shacks from Dyla and Steven Kover (\$750/month per person, includes all utilities except TV)

Motion: Kris Nicklason made a motion to cover the full cost of \$750/month for students, increasing from the original \$500, and also support local summer students who do not need rentals by other forms of compensation. Seconded by Dave Klassen.

vii. Staffing update

The board supported Josee's idea of possibly extending the position of a summer student following the summer if student does not plan to return to school and they are a good match for a permanent position as either the research technician or extension coordinator. Or job positing for a permanent position in either extension or research can be put up to increase the capacity of NPARA. This is in recognition of the time it takes to train.

- 9) Next Meeting Date Following NPARA AGM March 26th, 2025
- 10) Adjournment

Kris Nicklason moved to adjourn the meeting at 11:20am

4.63.04-6)