

I HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL OF WHICH IT PURPORTS TO BE A COPY.

DATED THIS 15 DAY OF JULY 2019
[Signature]
Clerk of the Provincial Court of Alberta

Docket No. 180945412P1

IN THE PROVINCIAL COURT OF ALBERTA
CRIMINAL DIVISION

BETWEEN:

HER MAJESTY THE QUEEN

-and-

THE CITY OF EDMONTON



BEFORE THE HONOURABLE)
JUDGE *D. DeFoe*)
AT EDMONTON,)
ALBERTA)

) On Monday, the 15th day
) of July, 2019.
)
)

ORDER PURSUANT TO SECTION 234(1) THE ENVIRONMENTAL PROTECTION AND ENHANCEMENT ACT

WHEREAS The City of Edmonton stands convicted of the following offence contrary to the *Environmental Protection and Enhancement Act*, to wit:

Count 4: On or about the 11th day of May, 2016 at or near Edmonton in the Province of Alberta, did distribute, use, apply or handle a pesticide except in accordance with the label for that pesticide contrary to Section 163(1) of the *Environmental Protection and Enhancement Act* and did thereby commit an offence contrary to section 227(j) of the *Environmental Protection and Enhancement Act*, evidence of said offence having first come to the attention of the Director on or after September 9, 2016.

AND WHEREAS in addition to a fine of \$14,600.00 as against The City of Edmonton, imposed under the *Environmental Protection and Enhancement Act*,

inclusive of victim fine surcharge, and having regard to the nature of the offence and circumstances surrounding its commission;

IT IS HEREBY ORDERED THAT, pursuant to the provisions of section 234(1) of the *Environmental Protection and Enhancement Act*, The City of Edmonton will comply with the following conditions:

1. That The City of Edmonton shall pay \$70,400.00 to The Board of Governors of the University of Alberta on or before September 30, 2019 for the sole purpose of funding The Board of Governors of the University of Alberta Project as detailed and described in Schedule "X" hereto. The specific address to which the funds shall be forwarded is: Department of Biological Sciences, University of Alberta, Attention: Dr. Lien T. Luong, Associate Professor, CW 405, Biological Sciences Building, University of Alberta, Edmonton, Alberta, T6G 2E9.
2. That The City of Edmonton shall only forward the funds as ordered in paragraph 1 to The Board of Governors of the University of Alberta upon receiving confirmation from counsel for the Crown that The Board of Governors of the University of Alberta and Her Majesty the Queen, in Right of the Province of Alberta, as Represented by the Minister of Environment and Parks, have fully executed Schedule "X". Should Schedule "X" not be fully executed by August 7, 2019, the funds referred to in paragraph 1 will be forthwith sent to the Clerk of the Court along with a copy of this Order. The Clerk of the Court will then deal with those funds as though they were payment of an additional fine ordered by the Court with respect to Count 4, inclusive of any applicable surcharge.
3. That The City of Edmonton shall pay \$30,000.00 to the Edmonton Native Plant Society on or before September 30, 2019 for the sole purpose of funding the Edmonton Native Plant Society Project as detailed and described

in Schedule "Y" hereto. The specific address to which the funds shall be forwarded is: Edmonton Native Plant Society, Attention: Patsy Cotterill, Vice-President, 11032 – 150 Street NW, Edmonton, Alberta, T5P 1S1.

4. That The City of Edmonton shall only forward the funds as ordered in paragraph 3 to the Edmonton Native Plant Society upon receiving confirmation from counsel for the Crown that the Edmonton Native Plant Society and Her Majesty the Queen, in Right of the Province of Alberta, as Represented by the Minister of Environment and Parks, have fully executed Schedule "Y". Should Schedule "Y" not be fully executed by August 7, 2019, the funds referred to in paragraph 3 will be forthwith sent to the Clerk of the Court along with a copy of this Order. The Clerk of the Court will then deal with those funds as though they were payment of an additional fine ordered by the Court with respect to Count 4, inclusive of any applicable surcharge.

5. That The City of Edmonton shall pay \$50,000.00 to the Alberta Invasive Species Council on or before September 30, 2019 for the sole purpose of funding the Alberta Invasive Species Council Project as detailed and described in Schedule "Z" hereto. The specific address to which the funds shall be forwarded is: Alberta Invasive Species Council, Attention: Delinda Ryerson, Executive Director, P.O. Box 1687, Gibbons, Alberta, T0A 1N0.

6. That The City of Edmonton shall only forward the funds as ordered in paragraph 5 to the Alberta Invasive Species Council upon receiving confirmation from counsel for the Crown that the Alberta Invasive Species Council and Her Majesty the Queen, in Right of the Province of Alberta, as Represented by the Minister of Environment and Parks, have fully executed Schedule "Z". Should Schedule "Z" not be fully executed by August 7, 2019, the funds referred to in paragraph 5 will be forthwith sent to the Clerk of the Court along with a copy of this Order. The Clerk of the Court will then deal

with those funds as though they were payment of an additional fine ordered by the Court with respect to Count 4, inclusive of any applicable surcharge.

7. All of the reports produced in accordance with the projects described in paragraphs 1, 3, and 5 shall be available to the public and may be posted on the website of Alberta Environment and Parks or elsewhere.
8. If any conditions or requirements of this Order cannot be met, counsel for the Alberta Crown Prosecution Service, Alberta Environment and Parks, The City of Edmonton, and either The Board of Governors of the University of Alberta (if such issue relates to Schedule "X") or the Edmonton Native Plant Society (if such issue relates to Schedule "Y") or the Alberta Invasive Species Council (if such issue relates to Schedule "Z") may resolve any resulting issues by agreement, failing which the parties hereto shall appear before this Honourable court for further direction.
9. The term of this Order shall be three years from the date hereof to allow sufficient time for completion of the projects described herein.

10. This Order may be consented to in counterpart, by facsimile or otherwise.

DATED this 15 day of July, 2019, in Edmonton, in the Province of Alberta.

"D. DeBoe"

Judge of the Provincial Court of Alberta

APPROVED AS TO FORM AND CONTENT BY:

"Craig Kallal"

Craig A. Kallal
Solicitor for the Alberta Crown Prosecution Service,
Specialized Prosecutions Branch

"Alex MacWilliam"

Alex MacWilliam
Solicitor and Agent for The City of Edmonton

Schedule "X"

RECIPIENT AGREEMENT

THIS AGREEMENT is to be effective commencing on the Effective Date,

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as Represented by the Minister of
Environment and Parks

(the "Province")

AND:

**THE BOARD OF GOVERNORS OF THE
UNIVERSITY OF ALBERTA**

(the "Recipient")

WHEREAS:

- A. The Province is the administrator of the Sentencing Fund;
- B. Pursuant to a court order issued by the Provincial Court of Alberta made on the 15th of July, 2019, the City of Edmonton was ordered to pay the Sentencing Fund under the creative sentencing provisions of the *Environmental Protection and Enhancement Act*; and
- C. The Province and the Recipient desire to have the Recipient use the Sentencing Fund for the Project in accordance with the Project Proposal.

THEREFORE the parties agree as follows:

1. Definitions and Interpretations

1.1. In this Agreement:

- (a) "**Contract**" means any contract to perform work relating to the Project given by the Recipient to any third parties in accordance with this Agreement;
- (b) "**Contractor**" means a third party who has been awarded a Contract by the Recipient;
- (c) "**Effective Date**" means July 15, 2019;
- (d) "**Eligible Expenses**" means an expense incurred for the Project that meets the Project Details, as further described by Schedules A and B;
- (e) "**Final Report**" means the Final Report to be prepared by the Recipient and delivered to the Province in accordance with Sections 4.5 and 4.6;

Schedule "X"

- (f) **"Interim Report"** means an Interim Report to be prepared by the Recipient and delivered to the Province in accordance with Sections 4.3 and 4.4;
- (g) **"Minister"** means the Minister of Environment and Parks and any authorized representative of the Minister;
- (h) **"Project"** means the project set out in Schedule B;
- (i) **"Project Proposal"** means the Recipient's proposal for the Project, as set out in Schedule B;
- (j) **"Sentencing Fund"** means the amount of \$70,400 and any additions to this amount in accordance with this Agreement; and
- (k) **"Term"** has the meaning as set out in Section 6.1

1.2. The following Schedules are incorporated into and form a part of this Agreement:

Schedule A – Eligible Expenses; and

Schedule B – The Project.

1.3. In interpreting this Agreement

- (a) time is of the essence;
- (b) a reference to any Act
 - (i) unless otherwise stated, is to the Act of the Province of Alberta; and
 - (ii) includes all regulations made pursuant to such Act, as such Act and associated regulations may be amended or replaced from time to time;
- (c) words importing gender include all genders;
- (d) words in the singular include the plural and vice versa;
- (e) the word "include" and its inflected forms are not to be interpreted as limiting;
- (f) headings are for convenience only;
- (g) if there is any conflict between the body of this Agreement and the Schedules, the body of this Agreement prevails, followed by Schedule A;
- (h) a waiver of any term or condition by one party is only effective if in writing, and any such waiver relates only to the specific breach and instance set out in the waiver;

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- (i) any discretion to be exercised by the Province under this Agreement, including where the Province "may" do something, is at the Province's absolute discretion; and
- (j) where a time or date for doing something occurs on a Saturday or a day that is a holiday (as defined in the *Interpretation Act*), the time is deemed to be extended to the first following day that is not a Saturday or holiday.

2. The Grant

- 2.1. The Province will make arrangements to have the Sentencing Fund paid to the Recipient within a reasonable time after the Effective Date.
- 2.2. As consideration for the Province arranging for the payment of the Sentencing Fund to the Recipient, the Recipient will undertake and supervise the Project in accordance with the Project Proposal and the terms and conditions of this Agreement.
- 2.3. On receipt of the Sentencing Fund, the Recipient will promptly deposit the amount into an appropriate account, acceptable to the Province, and the Recipient will:
 - (a) maintain a reasonable accounting system to separately identify the Sentencing Fund associated with the Project apart from any other amounts in the account;
 - (b) ensure that, at any given time, the Recipient is able to determine the amount of Sentencing Fund; and
 - (c) allocate any interest earned on the account as a whole, on a *pro rata* basis, to the Sentencing Fund, which then becomes a part of the Sentencing Fund and subject to this Agreement.

3. Eligible Expenses

- 3.1. The Recipient will only use the Sentencing Fund for Eligible Expenses.
- 3.2. The Recipient will monitor the expenditure of all amounts from the Sentencing Fund and will promptly notify the Province of any of the following:
 - (a) the improper use of any portion of the Sentencing Fund; or
 - (b) a breach of any environmental law or noncompliance with any permit, licence or approval that is related to any aspect of the Project or an expense incurred using the Sentencing Fund.
- 3.3. Without limiting the requirements under Section 3.4, if any of the events in Section 3.2 occurs, the Recipient will promptly take such actions as the Province may direct to correct or rectify such event.

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- 3.4. If the Province believes an expense made using the Sentencing Fund is not an Eligible Expense, then
- (a) the Province will, promptly on becoming aware of a questioned expense, inform the Recipient of its concern, and
 - (b) the Recipient will, within 30 days of the notice from the Province,
 - (i) subject to Section 6.5, reimburse the Sentencing Fund by the amount of the questioned expense and provide evidence to the Province, or
 - (ii) deliver to the Province any materials supporting why the questioned expense should be an Eligible Expense.
- 3.5. After receiving materials under Section 3.4(b)(ii), the Province will, acting reasonably and consistent with the intent of the Project and its Project Proposals, make a final determination regarding whether the questioned expense was an Eligible Expense.
- 3.6. If the Province determines an expense is not an Eligible Expense under Section 3.5, the Recipient agrees to be bound by the decision of the Province and, subject to Section 6.5, will promptly reimburse the Sentencing Fund by the amount of the improper expense and provide evidence to the Province within 30 days.
- 4. Management of the Sentencing Fund and Reporting Obligations**
- 4.1. When managing the Sentencing Fund and incurring Eligible Expense, the Recipient will adhere to standards and procedures that are at least consistent with those followed by a reasonably prudent person who is acting to
- (a) avoid undue risk of loss;
 - (b) obtain a reasonable return; and
 - (c) receive reasonable value for services, supplies and materials purchased.
- 4.2. The Recipient will deliver to the Province a notice setting out the Recipient's selection of any Contractor together with a copy of the Contract (as may be redacted to delete any prices, rates or other business information from the Contract) at the time any Contract is awarded.
- 4.3. The Recipient will deliver to the Province Interim Reports covering the previous six months of the Project within 15 days of
- (a) January 31 in each of the years 2020, 2021 and 2022; and
 - (b) September 30 in each of the years 2020 and 2021.

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- 4.4. The Recipient will prepare each Interim Report using a template provided by the Province, or if no template has been provided in a format acceptable to the Province, that includes at least the following information:
- (a) a summary of the status of the Project;
 - (b) a summary of all services, supplies, equipment and other expenses incurred or amounts distributed from the Sentencing Fund, including a brief summary of the use to which they were put;
 - (c) a summary of any revenue (including interest) earned from the Sentencing Fund allocated to the Project;
 - (d) the amount of the Sentencing Fund remaining as of the date of the Interim Report;
 - (e) a summary of any delays or problems for the Project experienced or expected; and
 - (f) such other information the Province may reasonably request in advance.
- 4.5. The Recipient will deliver to the Province a Final Report on the earliest of the following:
- (a) within 30 days of the date of an early termination of the Agreement,
 - (b) within 30 days of the date the Sentencing Fund has been exhausted, or
 - (c) August 15, 2022.
- 4.6. The Recipient will prepare the Final Report using a template provided by the Province or, if no template has been provided, in a format acceptable to the Province containing at least the following:
- (a) the information required by the Sections 4.4(a) to 4.4(f) for any period that was not covered by a previous Interim Report;
 - (b) a complete report detailing the use of the Sentencing Fund, including a full accounting of all
 - (i) expenses incurred,
 - (ii) revenue earned; and
 - (iii) amounts remaining in the Sentencing Fund;
 - (c) a certified cheque or bank draft in an amount equal to the remaining amount of the Sentencing Fund; and
 - (d) such other information the Province may reasonably request in advance.

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- 4.7. The Recipient will provide to the Province copies of all reports, including any findings, results, conclusions and recommendations, that are prepared based on the Project, which the Province may use solely for its own purposes.
- 4.8. Notwithstanding anything else in this Agreement, if the Projected is not completed by July 14, 2022, the Recipient will:
- (a) the Recipient will immediately stop or cause to be stopped all work on the Project, and
 - (b) the Recipient will not incur any additional Eligible Expenses.
- 4.9. In carrying out this Agreement, the Recipient will comply with all applicable:
- (a) laws of the Province of Alberta and the federal laws of Canada applicable in the province;
 - (b) bylaws or resolutions of any municipal government; and
 - (c) permits, licenses and approvals.
- 4.10. The Recipient acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to all information and records provided by the Recipient to the Province and to any information and records provided to the Province in connection with the subject matter of this Agreement, and which are in the custody or under the control of the Province.
- 4.11. The Recipient will not make any public announcement or issue any press release regarding the entering into of this Agreement or receiving the Sentencing Fund, except in consultation with and the approval of the Province as to the contents of the announcement or press release.
- 4.12. The Province is not responsible for the establishment and operation of the Project, and the Recipient agrees to indemnify and hold harmless the Province from any and all third party claims, demands or actions for which the Recipient is legally responsible, including those arising out of negligence or wilful acts by the Recipient or their respective employees, contractors or agents in carrying out the Project or using Sentencing Funds.
- 5. Conflict Of Interest And Ethical Conduct**
- 5.1. The Recipient will ensure there are no conflicts of interest or apparent conflicts of interest on the part of the Recipient and their respective employees in relation to
- (a) making any expenditure using the Sentencing Fund,
 - (b) awarding any Contract, and
 - (c) the performance of all work done in relation to the Project, including the selection of any third party contractors or consultants.

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- 5.2. Without limiting Section 5.1:
- (a) the Recipient will not influence, or seek to influence, or otherwise take part in a decision of the Province, knowing that the decision might further the Recipient's private interests;
 - (b) where any work under the Agreement or for a Project involves providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, the Recipient will provide or carry out such advice, recommendation or discretion impartially and without bias;
 - (c) that except for payments as set out in this Agreement, the Recipient will not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the carrying out the obligation under this Agreement or performing a Project, include in awarding a Contract;
 - (d) the Recipient will not have any financial interest in any business of a third party that causes, or would appear to cause, a conflict of interest in connection with awarding of a Contract;
 - (e) that upon request by the Province, the Recipient will deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Recipient in its business practices or in relation to its employees or contractors; and
 - (f) the Recipient will, and will ensure its employees and contractors, comply with the *Lobbyists Act*.
- 5.3. In the event the Recipient becomes aware of any matter that causes or is likely to cause a conflict of interest, the Recipient will immediately provide notice to the Province and the Recipient will immediately cease the performance of any work relating to this Agreement or the Project unless the Province notifies the Recipient that such work may continue, as the Province may determine.
- 5.4. If the Province reasonably believes the Recipient is or likely to be in a conflict of interest, then Section 6.3 applies.
- 6. Term and Termination**
- 6.1. The term of this Agreement (the "Term") commences the Effective Date and expires at the earlier of
- (a) the date that the Recipient has completed all of its obligations under this Agreement; or
 - (b) 60 days after one party provides notice to the other party that it is ending this Agreement.

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- 6.2. If this Agreement expires under section 6.1(b), the Recipient will deliver a Final Report to the Province within 30 days of the expiry of the Term without further demand by the Province.
- 6.3. Notwithstanding any other provision of this Agreement, the Province may immediately and without notice terminate this Agreement, and the Recipient will immediately pay to the Province without further demand, all undisbursed amounts of the Sentencing Fund to the Province if any of the following events occurs (or if the Province has a reasonable belief that any of the following may imminently occur):
- (a) the Recipient is petitioned into bankruptcy or makes an assignment for the benefit of creditors
 - (b) the Recipient is adjudicated bankrupt or insolvent,
 - (c) the Recipient files a petition or institute any proceedings under any bankruptcy or insolvency legislation,
 - (d) the Recipient has its chattels, equipment or supplies seized under process of law for non-payment of debts, or
 - (e) the Recipient is the subject of an appointment of a receiver or trustee in bankruptcy.
- 6.4. The Recipient will immediately advise the Province if it has reason to believe any of the events in Section 6.3 may occur, in which case the Province is deemed to have a reasonable belief that such event may imminently occur.
- 6.5. If Sections 3.4(b)(i) or 3.6 apply after the expiry of the Term or the termination of this Agreement, then instead of reimbursing the Sentencing Fund, the Recipient will pay the amount of the improper expenses to the Province without further demand.
- 6.6. Any amount that the Recipient is required to pay to the Province under this Agreement is a debt due to the Crown and may be recovered from the Recipient by an action in debt.
- 7. General**
- 7.1. Sections 3.4, 3.5, 3.6, 4.5, 4.10, 4.11, 4.12, 5.3, 6.2, 6.5, 6.6 and 7.2 survive the expiry of the Term or the earlier termination of this Agreement
- 7.2. Any notices or communication to be given by one party to the other under this Agreement are to be given in writing and may be delivered to the other party at the

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following addresses, email addresses or facsimile numbers, or to such other person and contact information as a party may provide by notice:

To the Province:

Environment and Parks
15th Floor, Oxbridge Place
9820 106 Street
Edmonton, AB T5K 2J6

Attn: Hanneke Brooymans
Justice Liaison
Tel: 780-644-8355
Email: hanneke.brooymans@gov.ab.ca

To the Recipient:

Department of Biological Sciences,
University of Alberta
CW 405, Biological Sciences Bldg.
University of Alberta
Edmonton AB T6G 2E9.

Attn: Dr. Lien T. Luong
Associate professor
Tel: (780) 492-1818
Email: lluong@ualberta.ca

7.3. This Agreement

- (a) constitutes the entire Agreement between the parties,
- (b) enures to the benefit of and is binding on the parties and their respective representatives, successors and permitted assigns,
- (c) is not to be interpreted or construed as creating a relationship of principal and agent, employer and employee, partnership or joint venture between the parties,
- (d) is to be construed and interpreted in accordance with the laws applicable in the Province of Alberta and the federal laws of Canada applicable therein,
- (e) may only be amended in writing, and
- (f) may not be assigned by the Recipient without the prior written consent of the Province.

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- 7.4. The Recipient represents to the Province that the persons signing this Agreement on behalf of the Recipient has authority to bind their respective entities and that all resolutions and other actions required to enter this Agreement have been properly completed.

IN WITNESS WHEREOF the Parties have signed this Agreement effective as of the Effective Date

**HER MAJESTY THE QUEEN, in Right of
the Province of Alberta, as Represented by
the Minister of Environment and Parks**

Hanneke Brooymans
Justice Liaison

**THE BOARD OF GOVERNORS OF
THE UNIVERSITY OF ALBERTA**

Juliane Herst
Assistant Director - Contracts and Agreements

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Schedule A

Eligible Expenses

When utilizing the Sentencing Fund, the Recipient agrees an Eligible Expense is an expense actually incurred by the Recipient for the Project in accordance with the Project Proposal.

The Province agrees that up to \$6,400 of the Sentencing Fund may be used for overhead, in which case such amounts are to be an Eligible Expense.

The Recipient acknowledges and agrees that expenditures that do not meet the definition of an Eligible Expense include:

- expenses that are not reasonably connected to the Project Proposal;
- expenses that have no connection to the Province;
- amounts incurred contrary to the conflict of interest and ethical conduct provisions in Section 5,
- expenses incurred conducting an activity
 - in violation of any environmental law, or
 - that is not compliant with any required permit, licence or approval;
- amounts to pay any fine, penalty, restitution, clean up, or to correct a violation of any environmental law or noncompliance with any permit, licence or approval by the Recipient, its employees or any person acting on behalf of the Recipient;
- fees or honoraria paid to members of the Recipient unless in accordance with this Agreement and directly related to the Project, and
- out of province travel.

This list is not exhaustive and the Recipient is responsible to ensure all uses of the Sentencing Fund is only used for Eligible Expenses. If the Recipient is unsure whether a proposed expense is a Eligible Expense, it may contact the Province to discuss prior to incurring such expense.

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Schedule B

The Project

The Project Proposal:

The Project Proposal is attached as Appendix 1 to this Schedule B, and is incorporated into and forms a part of this Schedule, except that if there is any disagreement with the Agreement, including Schedule A of this Agreement, the Agreement prevails.

The Project is a survey of Alberta slug populations for potential biological control agents, as more fully described in the Project Proposal.

Additional Requirements for the Project:

The Recipient will complete the Project in accordance with the Project Proposal. Any material change or variation from the Project Proposal must be consented to by the Province, including any material changes to the timelines for the Project set out in the Project Proposal.

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Title of proposal: Survey of Alberta slug populations for potential biological control agents.

Principle Investigator: Dr. Lien T. Luong, Associate Professor, Department of Biological Sciences, University of Alberta.

Description of proposal:

Invasive European slugs damage a range of crops in North America, including canola, soybean, maize, wheat, strawberries, asparagus, Brussels sprouts, and other ornamentals. Farmers and gardeners we spoke to in Alberta have observed a sharp rise in the incidence of slugs in the field and gardens. This problem is further exacerbated by certain practices associated with sustainable agriculture, such as minimal tillage and integrating of crop residuals. In general, slug and snail status as a pest has been growing globally.

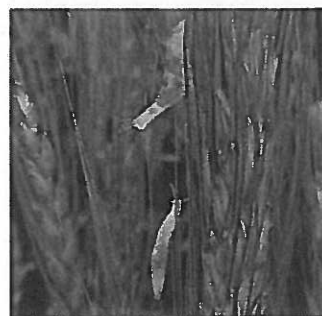


Photo by: AAFC-Otani

Yet, there is a lack of effective products on the market to manage slug populations in North America. Currently, chemical pesticides in the form of pellets are used with variable success. In Europe and UK, a biological control agent (Nemaslug®) against slugs and snails is commercially available for horticultural and agricultural application. This agent is a nematode (roundworm) called *Phasmarhabditis hermaphrodita*. However, this nematode has not been found in Canada, and only discovered in the USA in recent years. As such, Nemaslug® is not available or approved for use in North America.

Biological control has many advantages over chemical pesticides. It offers greater specificity while using less toxic chemicals. For example, *P. hermaphrodita* only attacks slugs and snails, and is harmless to other organisms, such as earthworms, birds, and beneficial insects. A natural biocontrol solution is also highly appealing to the growing "organic" market. The discovery of *P. hermaphrodita* or equivalent in Canada would have significant regulatory implications for pest management generally and specifically for biological control against a growing slug problem.

Of course research is needed to first discover, identify, and verify the types of nematodes that occur in Alberta slugs. The process of verification would require the use of both morphological and molecular diagnostic tools. Once a candidate species is isolated, further research would be needed to understand the biology of the nematode in order to assess its biological control potential. The proposed work will investigate the nematode's life cycle, host specificity, and infective dose necessary to function as an effective slug control.

Progress so far:

May – September 2018: We reached out to local canola farmers, greenhouses, and residents in Edmonton and surrounding areas. We put out a call for slugs (TV, radio, and print media), and received an overwhelming response from the community. We were able to obtain samples from canola fields in Red Deer, a pea field near Peace River, three local greenhouse/nurseries, and 42 residential gardens in Edmonton. Gardeners were passionate about their "war against slugs" and were eager to contribute slugs to our project! So far, we've recovered nematodes from one residential site. These nematodes are currently being cultured

Schedule "X"

under laboratory conditions for further research. This finding is very promising because the nematodes morphologically resemble *P. hermaphrodita*; however molecular diagnostics are required to validate the species identity.

Proposed work:

The proposed project has three main objectives: 1) survey Edmonton and surrounding areas over the next two seasons for occurrence of nematodes among Alberta slug populations. We plan to extend the survey over the next two seasons, again relying on crowd-sourced science (citizens collecting slugs from their gardens) to obtain samples from residential areas. Additionally, we plan to sample more intensively from agricultural fields and nurseries, especially in the peak months of July and August. 2) Isolate the nematodes and use molecular diagnostic analyses to identify the organisms. 3) Conduct laboratory experiments to test the infectivity (and efficacy) of the nematode as a potential biological agent. Dr. Lien Luong will serve as the primary investigator on this project. In addition, a part-time research assistant will perform the survey and initial molecular analyses. A graduate student or research technician will continue the molecular analyses and perform lab infectivity experiments.

Project timeline and budget:

Anticipated start-end date: July 15, 2019 – July 15, 2022

Year 1: Collect slug samples; identify nematode species using molecular diagnostic methods.

Year 2: Slug-nematode survey; laboratory infectivity experiments to assess pathogenicity.

Year 3: Determine specificity and infectious/lethal dose; examine the affects of the nematode(s) on slug reproduction and survival; hence a potential candidate as a biological control agent.

Projected Expenses:	Year 1	Year 2	Year 3
1) Salaries and benefits			
a) Part-time summer research assistant	\$10,000	\$10,000	
b) 1 MSc student	\$9,000	\$9,000	\$9000
2) Materials and supplies			
a) General lab supplies	\$2000	\$1000	\$1000
b) Molecular analyses	\$5000	\$3000	
3) Field collections (mileage, supplies)	\$2000	\$1000	
4) Publication costs			\$2000
Subtotal per year	\$28,000	\$24,000	\$12,000
Direct Costs Total	\$64,000		
Indirect costs (10%)	\$6,400		
Total requested	\$70,400		

Anticipated products:

I expect to publish 2-3 peer-reviewed papers from this project and one Master's thesis. We will also disseminate our findings to the Edmonton community via various radio (e.g., CBC) and print (e.g., local papers, university publications) media. Once we acquire a solid understanding of the distribution, biology, and infectivity of the nematode, we can then reach out to an industry partner to explore the possibility of developing a Nemaslug equivalent (the patent on this product has expired). We will also meet all reporting requirements of this grant.

Schedule "Y"
RECIPIENT AGREEMENT

THIS AGREEMENT is to be effective commencing on the Effective Date,

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as Represented by the Minister of
Environment and Parks

(the "Province")

AND:

EDMONTON NATIVE PLANT SOCIETY

(the "Recipient")

WHEREAS:

- A. The Province is the administrator of the Sentencing Fund;
- B. Pursuant to a court order issued by the Provincial Court of Alberta made on the 15th of July, 2019, the City of Edmonton was ordered to pay the Sentencing Fund under the creative sentencing provisions of the *Environmental Protection and Enhancement Act*; and
- C. The Province and the Recipient desire to have the Recipient use the Sentencing Fund for the Project in accordance with the Project Proposal.

THEREFORE the parties agree as follows:

1. Definitions and Interpretations

1.1. In this Agreement:

- (a) "**Contract**" means any contract to perform work relating to the Project given by the Recipient to any third parties in accordance with this Agreement;
- (b) "**Contractor**" means a third party who has been awarded a Contract by the Recipient;
- (c) "**Effective Date**" means July 15, 2019;
- (d) "**Eligible Expenses**" means an expense incurred for the Project that meets the Project Details, as further described by Schedules A and B;
- (e) "**Final Report**" means the Final Report to be prepared by the Recipient and delivered to the Province in accordance with Sections 4.5 and 4.6;

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- (f) **"Interim Report"** means an Interim Report to be prepared by the Recipient and delivered to the Province in accordance with Sections 4.3 and 4.4;
- (g) **"Minister"** means the Minister of Environment and Parks and any authorized representative of the Minister;
- (h) **"Project"** means the project set out in Schedule B;
- (i) **"Project Proposal"** means the Recipient's proposal for the Project, as set out in Schedule B;
- (j) **"Sentencing Fund"** means the amount of \$30,000 and any additions to this amount in accordance with this Agreement; and
- (k) **"Term"** has the meaning as set out in Section 6.1

1.2. The following Schedules are incorporated into and form a part of this Agreement:

Schedule A – Eligible Expenses; and

Schedule B – The Project.

1.3. In interpreting this Agreement

- (a) time is of the essence;
- (b) a reference to any Act
 - (i) unless otherwise stated, is to the Act of the Province of Alberta; and
 - (ii) includes all regulations made pursuant to such Act, as such Act and associated regulations may be amended or replaced from time to time;
- (c) words importing gender include all genders;
- (d) words in the singular include the plural and vice versa;
- (e) the word "include" and its inflected forms are not to be interpreted as limiting;
- (f) headings are for convenience only;
- (g) if there is any conflict between the body of this Agreement and the Schedules, the body of this Agreement prevails, followed by Schedule A;
- (h) a waiver of any term or condition by one party is only effective if in writing, and any such waiver relates only to the specific breach and instance set out in the waiver;

Schedule "Y"

- (i) any discretion to be exercised by the Province under this Agreement, including where the Province "may" do something, is at the Province's absolute discretion; and
- (j) where a time or date for doing something occurs on a Saturday or a day that is a holiday (as defined in the *Interpretation Act*), the time is deemed to be extended to the first following day that is not a Saturday or holiday.

2. The Grant

- 2.1. The Province will make arrangements to have the Sentencing Fund paid to the Recipient within a reasonable time after the Effective Date.
- 2.2. As consideration for the Province arranging for the payment of the Sentencing Fund to the Recipient, the Recipient will undertake and supervise the Project in accordance with the Project Proposal and the terms and conditions of this Agreement.
- 2.3. On receipt of the Sentencing Fund, the Recipient will promptly deposit the amount into an appropriate account, acceptable to the Province, and the Recipient will:
 - (a) maintain a reasonable accounting system to separately identify the Sentencing Fund associated with the Project apart from any other amounts in the account;
 - (b) ensure that, at any given time, the Recipient is able to determine the amount of Sentencing Fund; and
 - (c) allocate any interest earned on the account as a whole, on a *pro rata* basis, to the Sentencing Fund, which then becomes a part of the Sentencing Fund and subject to this Agreement.

3. Eligible Expenses

- 3.1. The Recipient will only use the Sentencing Fund for Eligible Expenses.
- 3.2. The Recipient will monitor the expenditure of all amounts from the Sentencing Fund and will promptly notify the Province of any of the following:
 - (a) the improper use of any portion of the Sentencing Fund; or
 - (b) a breach of any environmental law or noncompliance with any permit, licence or approval that is related to any aspect of the Project or an expense incurred using the Sentencing Fund.
- 3.3. Without limiting the requirements under Section 3.4, if any of the events in Section 3.2 occurs, the Recipient will promptly take such actions as the Province may direct to correct or rectify such event.

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- 3.4. If the Province believes an expense made using the Sentencing Fund is not an Eligible Expense, then
- (a) the Province will, promptly on becoming aware of a questioned expense, inform the Recipient of its concern, and
 - (b) the Recipient will, within 30 days of the notice from the Province,
 - (i) subject to Section 6.5, reimburse the Sentencing Fund by the amount of the questioned expense and provide evidence to the Province, or
 - (ii) deliver to the Province any materials supporting why the questioned expense should be an Eligible Expense.
- 3.5. After receiving materials under Section 3.4(b)(ii), the Province will, acting reasonably and consistent with the intent of the Project and its Project Proposals, make a final determination regarding whether the questioned expense was an Eligible Expense.
- 3.6. If the Province determines an expense is not an Eligible Expense under Section 3.5, the Recipient agrees to be bound by the decision of the Province and, subject to Section 6.5, will promptly reimburse the Sentencing Fund by the amount of the improper expense and provide evidence to the Province within 30 days.
- 4. Management of the Sentencing Fund and Reporting Obligations**
- 4.1. When managing the Sentencing Fund and incurring Eligible Expense, the Recipient will adhere to standards and procedures that are at least consistent with those followed by a reasonably prudent person who is acting to
- (a) avoid undue risk of loss;
 - (b) obtain a reasonable return; and
 - (c) receive reasonable value for services, supplies and materials purchased.
- 4.2. The Recipient will deliver to the Province a notice setting out the Recipient's selection of any Contractor together with a copy of the Contract (as may be redacted to delete any prices, rates or other business information from the Contract) at the time any Contract is awarded.
- 4.3. The Recipient will deliver to the Province Interim Reports covering the previous six months of the Project within 15 days of
- (a) October 31 in each of the years 2019, 2020 and 2021; and
 - (b) June 30 in each of the years 2020 and 2021.

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- 4.4. The Recipient will prepare each Interim Report using a template provided by the Province, or if no template has been provided in a format acceptable to the Province, that includes at least the following information:
- (a) a summary of the status of the Project;
 - (b) a summary of all services, supplies, equipment and other expenses incurred or amounts distributed from the Sentencing Fund, including a brief summary of the use to which they were put;
 - (c) a summary of any revenue (including interest) earned from the Sentencing Fund allocated to the Project;
 - (d) the amount of the Sentencing Fund remaining as of the date of the Interim Report;
 - (e) a summary of any delays or problems for the Project experienced or expected; and
 - (f) such other information the Province may reasonably request in advance.
- 4.5. The Recipient will deliver to the Province a Final Report on the earliest of the following:
- (a) within 30 days of the date of an early termination of the Agreement,
 - (b) within 30 days of the date the Sentencing Fund has been exhausted, or
 - (c) July 31, 2022.
- 4.6. The Recipient will prepare the Final Report using a template provided by the Province or, if no template has been provided, in a format acceptable to the Province containing at least the following:
- (a) the information required by the Sections 4.4(a) to 4.4(f) for any period that was not covered by a previous Interim Report;
 - (b) a complete report detailing the use of the Sentencing Fund, including a full accounting of all
 - (i) expenses incurred,
 - (ii) revenue earned; and
 - (iii) amounts remaining in the Sentencing Fund;
 - (c) a certified cheque or bank draft in an amount equal to the remaining amount of the Sentencing Fund; and
 - (d) such other information the Province may reasonably request in advance.

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- 4.7. The Recipient will provide to the Province copies of all reports, including any findings, results, conclusions and recommendations, that are prepared based on the Project, which the Province may use solely for its own purposes.
- 4.8. Notwithstanding anything else in this Agreement, if the Project is not completed by July 14, 2022,
- (a) the Recipient will immediately stop or cause to be stopped all work on the Project, and
 - (b) the Recipient will not incur any additional Eligible Expenses.
- 4.9. In carrying out this Agreement, the Recipient will comply with all applicable:
- (a) laws of the Province of Alberta and the federal laws of Canada applicable in the province;
 - (b) bylaws or resolutions of any municipal government; and
 - (c) permits, licenses and approvals.
- 4.10. The Recipient acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to all information and records provided by the Recipient to the Province and to any information and records provided to the Province in connection with the subject matter of this Agreement, and which are in the custody or under the control of the Province.
- 4.11. The Recipient will not make any public announcement or issue any press release regarding the entering into of this Agreement or receiving the Sentencing Fund, except in consultation with and the approval of the Province as to the contents of the announcement or press release.
- 4.12. The Province is not responsible for the establishment and operation of the Project, and the Recipient agrees to indemnify and hold harmless the Province from any and all third party claims, demands or actions for which the Recipient is legally responsible, including those arising out of negligence or wilful acts by the Recipient or their respective employees, contractors or agents in carrying out the Project or using Sentencing Funds.
- 5. Conflict Of Interest And Ethical Conduct**
- 5.1. The Recipient will ensure there are no conflicts of interest or apparent conflicts of interest on the part of the Recipient and their respective employees in relation to
- (a) making any expenditure using the Sentencing Fund,
 - (b) awarding any Contract, and
 - (c) the performance of all work done in relation to the Project, including the selection of any third party contractors or consultants.

Schedule "Y"

- 5.2. Without limiting Section 5.1:
- (a) the Recipient will not influence, or seek to influence, or otherwise take part in a decision of the Province, knowing that the decision might further the Recipient's private interests;
 - (b) where any work under the Agreement or for a Project involves providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, the Recipient will provide or carry out such advice, recommendation or discretion impartially and without bias;
 - (c) that except for payments as set out in this Agreement, the Recipient will not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the carrying out the obligation under this Agreement or performing a Project, include in awarding a Contract;
 - (d) the Recipient will not have any financial interest in any business of a third party that causes, or would appear to cause, a conflict of interest in connection with awarding of a Contract;
 - (e) that upon request by the Province, the Recipient will deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Recipient in its business practices or in relation to its employees or contractors; and
 - (f) the Recipient will, and will ensure its employees and contractors, comply with the *Lobbyists Act*.
- 5.3. In the event the Recipient becomes aware of any matter that causes or is likely to cause a conflict of interest, the Recipient will immediately provide notice to the Province and the Recipient will immediately cease the performance of any work relating to this Agreement or the Project unless the Province notifies the Recipient that such work may continue, as the Province may determine.
- 5.4. If the Province reasonably believes the Recipient is or likely to be in a conflict of interest, then Section 6.3 applies.
- 6. Term and Termination**
- 6.1. The term of this Agreement (the "Term") commences the Effective Date and expires at the earlier of
- (a) the date that the Recipient has completed all of its obligations under this Agreement; or
 - (b) 60 days after one party provides notice to the other party that it is ending this Agreement.

Schedule "Y"

- 6.2. If this Agreement expires under section 6.1(b), the Recipient will deliver a Final Report to the Province within 30 days of the expiry of the Term without further demand by the Province.
- 6.3. Notwithstanding any other provision of this Agreement, the Province may immediately and without notice terminate this Agreement, and the Recipient will immediately pay to the Province without further demand, all undisbursed amounts of the Sentencing Fund to the Province if any of the following events occurs (or if the Province has a reasonable belief that any of the following may imminently occur):
- (a) the Recipient is petitioned into bankruptcy or makes an assignment for the benefit of creditors
 - (b) the Recipient is adjudicated bankrupt or insolvent,
 - (c) the Recipient files a petition or institutes any proceedings under any bankruptcy or insolvency legislation,
 - (d) the Recipient has its chattels, equipment or supplies seized under process of law for non-payment of debts, or
 - (e) the Recipient is the subject of an appointment of a receiver or trustee in bankruptcy.
- 6.4. The Recipient will immediately advise the Province if it has reason to believe any of the events in Section 6.3 may occur, in which case the Province is deemed to have a reasonable belief that such event may imminently occur.
- 6.5. If Sections 3.4(b)(i) or 3.6 apply after the expiry of the Term or the termination of this Agreement, then instead of reimbursing the Sentencing Fund, the Recipient will pay the amount of the improper expenses to the Province without further demand.
- 6.6. Any amount that the Recipient is required to pay to the Province under this Agreement is a debt due to the Crown and may be recovered from the Recipient by an action in debt.
- 7. General**
- 7.1. Sections 3.4, 3.5, 3.6, 4.5, 4.10, 4.11, 4.12, 5.3, 6.2, 6.5, 6.6 and 7.2 survive the expiry of the Term or the earlier termination of this Agreement
- 7.2. Any notices or communication to be given by one party to the other under this Agreement are to be given in writing and may be delivered to the other party at the

Schedule "Y"

following addresses, email addresses or facsimile numbers, or to such other person and contact information as a party may provide by notice:

To the Province:

Environment and Parks
15th Floor, Oxbridge Place
9820 106 Street
Edmonton, AB T5K 2J6

Attn: Hanneke Brooymans
Justice Liaison
Tel: 780-644-8355
Email: hanneke.brooymans@gov.ab.ca

To the Recipient:

Edmonton Native Plant Society
11032 - 150 St. NW
Edmonton AB T5P 1S1

Attn: Patsy Cotterill
Vice-president
Tel: (780) 481-1525
Email: nutmeg@planet.eon.net

7.3. This Agreement

- (a) constitutes the entire Agreement between the parties,
- (b) enures to the benefit of and is binding on the parties and their respective representatives, successors and permitted assigns,
- (c) is not to be interpreted or construed as creating a relationship of principal and agent, employer and employee, partnership or joint venture between the parties,
- (d) is to be construed and interpreted in accordance with the laws applicable in the Province of Alberta and the federal laws of Canada applicable therein,
- (e) may only be amended in writing, and
- (f) may not be assigned by the Recipient without the prior written consent of the Province.

Schedule "Y"

- 7.4. The Recipient represents to the Province that the persons signing this Agreement on behalf of the Recipient has authority to bind their respective entities and that all resolutions and other actions required to enter this Agreement have been properly completed.

IN WITNESS WHEREOF the Parties have signed this Agreement effective as of the Effective Date

**HER MAJESTY THE QUEEN, in Right of
the Province of Alberta, as Represented by
the Minister of Environment and Parks**

Hanneke Brooymans
Justice Liaison

EDMONTON NATIVE PLANT SOCIETY

Patsy Cotterill
Vice President

Schedule "Y"

Schedule A

Eligible Expenses

When utilizing the Sentencing Fund, the Recipient agrees an Eligible Expense is an expense actually incurred by the Recipient for the Project in accordance with the Project Proposal.

The Recipient acknowledges and agrees that expenditures that do not meet the definition of an Eligible Expense include:

- expenses that are not reasonably connected to the Project Proposal;
- expenses that have no connection to the Province;
- amounts incurred contrary to the conflict of interest and ethical conduct provisions in Section 5,
- expenses incurred conducting an activity
 - in violation of any environmental law, or
 - that is not compliant with any required permit, licence or approval;
- amounts to pay any fine, penalty, restitution, clean up, or to correct a violation of any environmental law or noncompliance with any permit, licence or approval by the Recipient, its employees or any person acting on behalf of the Recipient;
- fees or honoraria paid to members of the Recipient unless in accordance with this Agreement and directly related to the Project, and
- out of province travel.

This list is not exhaustive and the Recipient is responsible to ensure all uses of the Sentencing Fund is only used for Eligible Expenses. If the Recipient is unsure whether a proposed expense is a Eligible Expense, it may contact the Province to discuss prior to incurring such expense.

Schedule "Y"

Schedule B

The Project

The Project

The Project is the Wagner Natural Area Eco-islands, as more fully described in the Project Proposal below.

The Project Proposal

Wagner Natural Area is a provincial Natural Area located in Parkland County, between Spruce Grove and Edmonton. It has been set aside as a provincial protected area since 1975 to preserve its spring-fed, biodiverse fens (peatlands). Wagner Natural Area Society has served as its provincial steward since 1985, with a recreational lease to the site which allows flexibility with regard to land management and programming in the Natural Area. This 541-acre site includes some previously cultivated uplands (old fields) for which the expectation has always been that these would become naturally vegetated, either by natural succession or by active replanting. As well, the old fields present challenges with weed control.

Two reclamation areas or "eco-islands" were created in the southeastern-most field (Osborne Field) in 2013, the objective being that such eco-islands would serve as nuclei for natural vegetative expansion in the field. Financial, including volunteer labour, constraints have prevented the further establishment of eco-islands in any of Wagner's fields. The current proposal would be a contribution towards the process of restoration of native (natural) vegetation in Wagner Natural Area, including the control/removal of noxious and other weeds. Since Wagner is a well-visited natural area and both fields are relatively accessible, the possibility exists for future interpretation and teaching opportunities, especially if a summer student can be employed. If properly managed and reported, this project has the potential to contribute to understanding of local revegetation processes.

The project proposed would see the creation of two new eco-islands, both of approx. 64 sq. metres, one in Osborne Field and the other in Villeneuve Field. The Osborne eco-island would seek to establish natural mixedwood vegetation with appropriate shrub and herbaceous ground cover. The Villeneuve eco-island would serve as a nucleus for the expansion of the naturally diverse vegetation of the mixedwood forest to the south of it, and would enhance existing succession of treed vegetation into the field. Techniques of land preparation, plant selection, planting and weed management would include those previously employed, although without using herbicides. (ENPS members have been involved in the development of one of the Osborne Field eco-islands.) For the Villeneuve eco-island a technique of transplanting plugs from the nearby mixedwood community along with additional tree and shrub planting and the use of mulch for weed control will be applied. A three-year duration for the project would be desirable.

Schedule "Y"

The Edmonton Native Plant Society, working with the Wagner Natural Area Society which supports the project proposal, will manage all aspects of the proposal, and will contribute to the provision of native plant material.

The Edmonton Native Plant Society is responsible for obtaining all permits and approvals as may be necessary from the appropriate governmental authority, even where such permits or approvals are issued by the Province.

Cost for 2 Eco-islands:

Design concept, plant selection, administration	\$1,000.00
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Site establishment:

• Labour, Reclamation specialist (2 days at \$1,500/day)	\$3,000.00
• Assistant, 2 days at \$500/day	\$1,000.00
• General labour	\$5,000.00
• Equipment rental	\$500.00
• Fencing	\$700.00
• Construction materials	\$600.00
• Non-chemical weed control materials	\$300.00
• Water	\$200.00
• Plant materials, including seeds	\$6,500.00

Post-establishment site maintenance:

• Labour for during the term	\$6,600.00
• Gardening tools	\$100.00
• Summer students (partial salary and related expense)	\$2,000.00
• Research and report writing	\$2,500.00

TOTAL	\$30,000.00
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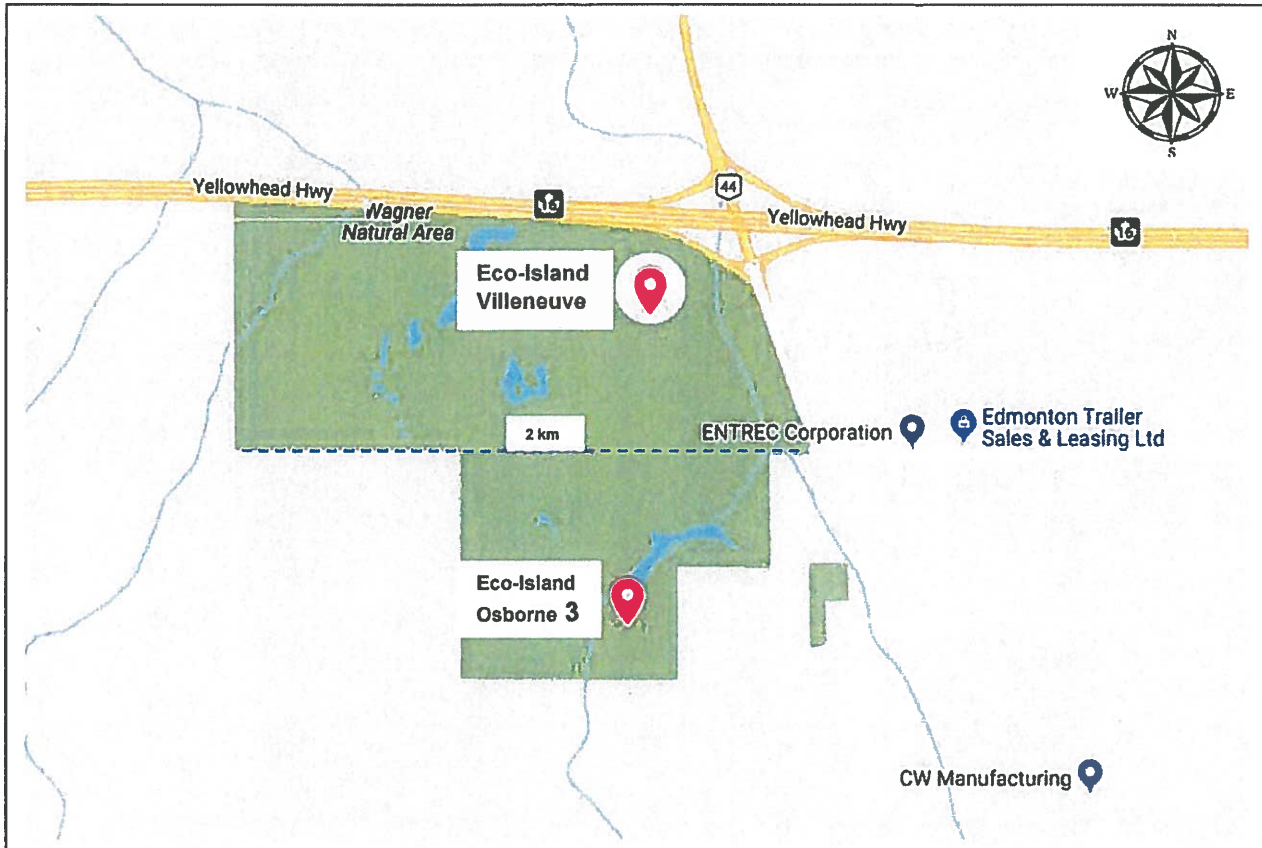
Schedule "Y"

Additional Requirements for the Project:

The Recipient will complete the Project in accordance with the Project Proposal. Any material change or variation from the Project Proposal, including a material change to the allocation of the Sentencing Funds amounts set out in the Project Proposal, must be consented to by the Province.

Schedule "Y"

Wagner Natural Area Eco-Islands Locations Map



Edmonton Native Plant Society

Wagner Natural Area Eco-Islands Project

June 18 2019

Eco-Island Villeneuve: Lat: 53.56811 N Long: 113.81419 W

Eco-Island Osborne 3: Lat: 53.55679 N Long: 113.81333 W

Schedule "Z"

RECIPIENT AGREEMENT

THIS AGREEMENT is to be effective commencing on the Effective Date,

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as Represented by the Minister of
Environment and Parks

(the "Province")

AND:

ALBERTA INVASIVE SPECIES COUNCIL

(the "Recipient")

WHEREAS:

- A. The Province is the administrator of the Sentencing Fund;
- B. Pursuant to a court order issued by the Provincial Court of Alberta made on the 15th of July, 2019, the City of Edmonton was ordered to pay the Sentencing Fund under the creative sentencing provisions of the *Environmental Protection and Enhancement Act*; and
- C. The Province and the Recipient desire to have the Recipient use the Sentencing Fund for the Project in accordance with the Project Proposal.

THEREFORE the parties agree as follows:

1. Definitions and Interpretations

1.1. In this Agreement:

- (a) "**Contract**" means any contract to perform work relating to the Project given by the Recipient to any third parties in accordance with this Agreement;
- (b) "**Contractor**" means a third party who has been awarded a Contract by the Recipient;
- (c) "**Effective Date**" means July 15, 2019;
- (d) "**Eligible Expenses**" means an expense incurred for the Project that meets the Project Details, as further described by Schedules A and B;
- (e) "**Final Report**" means the Final Report to be prepared by the Recipient and delivered to the Province in accordance with Sections 4.5 and 4.6;

Schedule "Z"

- (f) **"Interim Report"** means an Interim Report to be prepared by the Recipient and delivered to the Province in accordance with Sections 4.3 and 4.4;
 - (g) **"Minister"** means the Minister of Environment and Parks and any authorized representative of the Minister;
 - (h) **"Project"** means the project set out in Schedule B;
 - (i) **"Project Proposal"** means the Recipient's proposal for the Project, as set out in Schedule B;
 - (j) **"Sentencing Fund"** means the amount of \$50,000 and any additions to this amount in accordance with this Agreement; and
 - (k) **"Term"** has the meaning as set out in Section 6.1
- 1.2. The following Schedules are incorporated into and form a part of this Agreement:
- Schedule A – Eligible Expenses; and
 - Schedule B – The Project.
- 1.3. In interpreting this Agreement
- (a) time is of the essence;
 - (b) a reference to any Act
 - (i) unless otherwise stated, is to the Act of the Province of Alberta; and
 - (ii) includes all regulations made pursuant to such Act, as such Act and associated regulations may be amended or replaced from time to time;
 - (c) words importing gender include all genders;
 - (d) words in the singular include the plural and vice versa;
 - (e) the word "include" and its inflected forms are not to be interpreted as limiting;
 - (f) headings are for convenience only;
 - (g) if there is any conflict between the body of this Agreement and the Schedules, the body of this Agreement prevails, followed by Schedule A;
 - (h) a waiver of any term or condition by one party is only effective if in writing, and any such waiver relates only to the specific breach and instance set out in the waiver;

Schedule "Z"

- (i) any discretion to be exercised by the Province under this Agreement, including where the Province "may" do something, is at the Province's absolute discretion; and
- (j) where a time or date for doing something occurs on a Saturday or a day that is a holiday (as defined in the *Interpretation Act*), the time is deemed to be extended to the first following day that is not a Saturday or holiday.

2. The Grant

- 2.1. The Province will make arrangements to have the Sentencing Fund paid to the Recipient within a reasonable time after the Effective Date.
- 2.2. As consideration for the Province arranging for the payment of the Sentencing Fund to the Recipient, the Recipient will undertake and supervise the Project in accordance with the Project Proposal and the terms and conditions of this Agreement.
- 2.3. On receipt of the Sentencing Fund, the Recipient will promptly deposit the amount into an appropriate account, acceptable to the Province, and the Recipient will:
 - (a) maintain a reasonable accounting system to separately identify the Sentencing Fund associated with the Project apart from any other amounts in the account;
 - (b) ensure that, at any given time, the Recipient is able to determine the amount of Sentencing Fund; and
 - (c) allocate any interest earned on the account as a whole, on a *pro rata* basis, to the Sentencing Fund, which then becomes a part of the Sentencing Fund and subject to this Agreement.

3. Eligible Expenses

- 3.1. The Recipient will only use the Sentencing Fund for Eligible Expenses.
- 3.2. The Recipient will monitor the expenditure of all amounts from the Sentencing Fund and will promptly notify the Province of any of the following:
 - (a) the improper use of any portion of the Sentencing Fund; or
 - (b) a breach of any environmental law or noncompliance with any permit, licence or approval that is related to any aspect of the Project or an expense incurred using the Sentencing Fund.
- 3.3. Without limiting the requirements under Section 3.4, if any of the events in Section 3.2 occurs, the Recipient will promptly take such actions as the Province may direct to correct or rectify such event.

Schedule "Z"

- 3.4. If the Province believes an expense made using the Sentencing Fund is not an Eligible Expense, then
- (a) the Province will, promptly on becoming aware of a questioned expense, inform the Recipient of its concern, and
 - (b) the Recipient will, within 30 days of the notice from the Province,
 - (i) subject to Section 6.5, reimburse the Sentencing Fund by the amount of the questioned expense and provide evidence to the Province, or
 - (ii) deliver to the Province any materials supporting why the questioned expense should be an Eligible Expense.
- 3.5. After receiving materials under Section 3.4(b)(ii), the Province will, acting reasonably and consistent with the intent of the Project and its Project Proposals, make a final determination regarding whether the questioned expense was an Eligible Expense.
- 3.6. If the Province determines an expense is not an Eligible Expense under Section 3.5, the Recipient agrees to be bound by the decision of the Province and, subject to Section 6.5, will promptly reimburse the Sentencing Fund by the amount of the improper expense and provide evidence to the Province within 30 days.
- 4. Management of the Sentencing Fund and Reporting Obligations**
- 4.1. When managing the Sentencing Fund and incurring Eligible Expense, the Recipient will adhere to standards and procedures that are at least consistent with those followed by a reasonably prudent person who is acting to
- (a) avoid undue risk of loss;
 - (b) obtain a reasonable return; and
 - (c) receive reasonable value for services, supplies and materials purchased.
- 4.2. The Recipient will deliver to the Province a notice setting out the Recipient's selection of any Contractor together with a copy of the Contract (as may be redacted to delete any prices, rates or other business information from the Contract) at the time any Contract is awarded.
- 4.3. The Recipient will deliver to the Province Interim Reports covering the previous six months of the Project within 15 days of
- (a) January 31 in each of the years 2020, 2021 and 2022; and
 - (b) July 31 in each of the years 2020 and 2021.

Schedule "Z"

- 4.4. The Recipient will prepare each Interim Report using a template provided by the Province, or if no template has been provided in a format acceptable to the Province, that includes at least the following information:
- (a) a summary of the status of the Project;
 - (b) a summary of all services, supplies, equipment and other expenses incurred or amounts distributed from the Sentencing Fund, including a brief summary of the use to which they were put;
 - (c) a summary of any revenue (including interest) earned from the Sentencing Fund allocated to the Project;
 - (d) the amount of the Sentencing Fund remaining as of the date of the Interim Report;
 - (e) a summary of any delays or problems for the Project experienced or expected; and
 - (f) such other information the Province may reasonably request in advance.
- 4.5. The Recipient will deliver to the Province a Final Report on the earliest of the following:
- (a) within 30 days of the date of an early termination of the Agreement,
 - (b) within 30 days of the date the Sentencing Fund has been exhausted, or
 - (c) July 31, 2022.
- 4.6. The Recipient will prepare the Final Report using a template provided by the Province or, if no template has been provided, in a format acceptable to the Province containing at least the following:
- (a) the information required by the Sections 4.4(a) to 4.4(f) for any period that was not covered by a previous Interim Report;
 - (b) a complete report detailing the use of the Sentencing Fund, including a full accounting of all
 - (i) expenses incurred,
 - (ii) revenue earned; and
 - (iii) amounts remaining in the Sentencing Fund;
 - (c) a certified cheque or bank draft in an amount equal to the remaining amount of the Sentencing Fund; and
 - (d) such other information the Province may reasonably request in advance.

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- 4.7. The Recipient will provide to the Province copies of all reports, including any findings, results, conclusions and recommendations, that are prepared based on the Project, which the Province may use solely for its own purposes.
- 4.8. Notwithstanding anything else in this Agreement, if the Projected is not completed by July 14, 2022,
- (a) the Recipient will immediately stop or cause to be stopped all work on the Project, and
 - (b) the Recipient will not incur any additional Eligible Expenses.
- 4.9. In carrying out this Agreement, the Recipient will comply with all applicable:
- (a) laws of the Province of Alberta and the federal laws of Canada applicable in the province;
 - (b) bylaws or resolutions of any municipal government; and
 - (c) permits, licenses and approvals.
- 4.10. The Recipient acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to all information and records provided by the Recipient to the Province and to any information and records provided to the Province in connection with the subject matter of this Agreement, and which are in the custody or under the control of the Province.
- 4.11. The Recipient will not make any public announcement or issue any press release regarding the entering into of this Agreement or receiving the Sentencing Fund, except in consultation with and the approval of the Province as to the contents of the announcement or press release.
- 4.12. The Province is not responsible for the establishment and operation of the Project, and the Recipient agrees to indemnify and hold harmless the Province from any and all third party claims, demands or actions for which the Recipient is legally responsible, including those arising out of negligence or wilful acts by the Recipient or their respective employees, contractors or agents in carrying out the Project or using Sentencing Funds.

5. Conflict Of Interest And Ethical Conduct

- 5.1. The Recipient will ensure there are no conflicts of interest or apparent conflicts of interest on the part of the Recipient and their respective employees in relation to
- (a) making any expenditure using the Sentencing Fund,
 - (b) awarding any Contract, and
 - (c) the performance of all work done in relation to the Project, including the selection of any third party contractors or consultants.

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- 5.2. Without limiting Section 5.1:
- (a) the Recipient will not influence, or seek to influence, or otherwise take part in a decision of the Province, knowing that the decision might further the Recipient's private interests;
 - (b) where any work under the Agreement or for a Project involves providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, the Recipient will provide or carry out such advice, recommendation or discretion impartially and without bias;
 - (c) that except for payments as set out in this Agreement, the Recipient will not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the carrying out the obligation under this Agreement or performing a Project, include in awarding a Contract;
 - (d) the Recipient will not have any financial interest in any business of a third party that causes, or would appear to cause, a conflict of interest in connection with awarding of a Contract;
 - (e) that upon request by the Province, the Recipient will deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Recipient in its business practices or in relation to its employees or contractors; and
 - (f) the Recipient will, and will ensure its employees and contractors, comply with the *Lobbyists Act*.
- 5.3. In the event the Recipient becomes aware of any matter that causes or is likely to cause a conflict of interest, the Recipient will immediately provide notice to the Province and the Recipient will immediately cease the performance of any work relating to this Agreement or the Project unless the Province notifies the Recipient that such work may continue, as the Province may determine.
- 5.4. If the Province reasonably believes the Recipient is or likely to be in a conflict of interest, then Section 6.3 applies.
- 6. Term and Termination**
- 6.1. The term of this Agreement (the "Term") commences the Effective Date and expires at the earlier of
- (a) the date that the Recipient has completed all of its obligations under this Agreement; or
 - (b) 60 days after one party provides notice to the other party that it is ending this Agreement.

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- 6.2. If this Agreement expires under section 6.1(b), the Recipient will deliver a Final Report to the Province within 30 days of the expiry of the Term without further demand by the Province.
- 6.3. Notwithstanding any other provision of this Agreement, the Province may immediately and without notice terminate this Agreement, and the Recipient will immediately pay to the Province without further demand, all undisbursed amounts of the Sentencing Fund to the Province if any of the following events occurs (or if the Province has a reasonable belief that any of the following may imminently occur):
- (a) the Recipient is petitioned into bankruptcy or makes an assignment for the benefit of creditors
 - (b) the Recipient is adjudicated bankrupt or insolvent,
 - (c) the Recipient files a petition or institute any proceedings under any bankruptcy or insolvency legislation,
 - (d) the Recipient has its chattels, equipment or supplies seized under process of law for non-payment of debts, or
 - (e) the Recipient is the subject of an appointment of a receiver or trustee in bankruptcy.
- 6.4. The Recipient will immediately advise the Province if it has reason to believe any of the events in Section 6.3 may occur, in which case the Province is deemed to have a reasonable belief that such event may imminently occur.
- 6.5. If Sections 3.4(b)(i) or 3.6 apply after the expiry of the Term or the termination of this Agreement, then instead of reimbursing the Sentencing Fund, the Recipient will pay the amount of the improper expenses to the Province without further demand.
- 6.6. Any amount that the Recipient is required to pay to the Province under this Agreement is a debt due to the Crown and may be recovered from the Recipient by an action in debt.
- 7. General**
- 7.1. Sections 3.4, 3.5, 3.6, 4.5, 4.10, 4.11, 4.12, 5.3, 6.2, 6.5, 6.6 and 7.2 survive the expiry of the Term or the earlier termination of this Agreement
- 7.2. Any notices or communication to be given by one party to the other under this Agreement are to be given in writing and may be delivered to the other party at the

Schedule "Z"

following addresses, email addresses or facsimile numbers, or to such other person and contact information as a party may provide by notice:

To the Province:

Environment and Parks
15th Floor, Oxbridge Place
9820 106 Street
Edmonton, AB T5K 2J6

Attn: Hanneke Brooymans
Justice Liaison
Tel: 780-644-8355
Email: hanneke.brooymans@gov.ab.ca

To the Recipient:

Alberta Invasive Species Council
P.O. Box 1687
Gibbons, Alberta T0A 1N0

Attn: Delinda Ryerson
Executive Director
Tel: (587) 999-0954
Email: execdirector@abinvasives.ca

7.3. This Agreement

- (a) constitutes the entire Agreement between the parties,
- (b) enures to the benefit of and is binding on the parties and their respective representatives, successors and permitted assigns,
- (c) is not to be interpreted or construed as creating a relationship of principal and agent, employer and employee, partnership or joint venture between the parties,
- (d) is to be construed and interpreted in accordance with the laws applicable in the Province of Alberta and the federal laws of Canada applicable therein,
- (e) may only be amended in writing, and
- (f) may not be assigned by the Recipient without the prior written consent of the Province.

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- 7.4. The Recipient represents to the Province that the persons signing this Agreement on behalf of the Recipient has authority to bind their respective entities and that all resolutions and other actions required to enter this Agreement have been properly completed.

IN WITNESS WHEREOF the Parties have signed this Agreement effective as of the Effective Date

**HER MAJESTY THE QUEEN, in Right of
the Province of Alberta, as Represented by
the Minister of Environment and Parks**

Hanneke Brooymans
Justice Liaison

ALBERTA INVASIVE SPECIES COUNCIL

Delinda Ryerson
Executive Director

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Schedule A

Eligible Expenses

When utilizing the Sentencing Fund, the Recipient agrees an Eligible Expense is an expense actually incurred by the Recipient for the Project in accordance with the Project Proposal.

The Recipient acknowledges and agrees that expenditures that do not meet the definition of an Eligible Expense include:

- expenses that are not reasonably connected to the Project Proposal;
- expenses that have no connection to the Province;
- amounts incurred contrary to the conflict of interest and ethical conduct provisions in Section 5,
- expenses incurred conducting an activity
 - in violation of any environmental law, or
 - that is not compliant with any required permit, licence or approval;
- amounts to pay any fine, penalty, restitution, clean up, or to correct a violation of any environmental law or noncompliance with any permit, licence or approval by the Recipient, its employees or any person acting on behalf of the Recipient;
- fees or honoraria paid to members of the Recipient unless in accordance with this Agreement and directly related to the Project, and
- out of province travel.

This list is not exhaustive and the Recipient is responsible to ensure all uses of the Sentencing Fund is only used for Eligible Expenses. If the Recipient is unsure whether a proposed expense is a Eligible Expense, it may contact the Province to discuss prior to incurring such expense.

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Schedule B

The Project

The Project

The Project comprises Proposals A and B, as further described below, relating to invasive plant species in Alberta. The total amount to the Project (\$50,000) is to be allocated in accordance with the Project Proposal below.

The Project Proposal

Proposal A: Literature Updates

Part 1 – Revisions to the Identification Guide for Alberta Invasive Plants

The Alberta Invasive Species Council (the AISC) will be revising and updating the Identification Guide for Alberta Invasive Plants (the ID Guide). The ID Guide describes all of the prohibited noxious and noxious plants that occur in the *Alberta Weed Control Act* and contains photos and information to assist people in identifying all invasive plants that are illegal to sell or grow in Alberta. In the new version being prepared, the AISC will be adding a provincial distribution map and additional information regarding how to tell invasive plants apart from native plants, and how invasive plants are spread.

The ID Guide is meant for anyone interested in knowing what the regulated invasive plants are in Alberta. Agricultural fieldmen and weed inspectors from every county and municipality in the province order these booklets to have them available at their offices for any interested public. When an agricultural fieldman or weed inspector gives a landowner a "weed notice", they usually provide the landowner with a copy of the AISC fact sheet pertaining to the species for which the landowner received the weed notice and a copy of the ID guide. The ID Guide is also provided to people at presentations, tradeshows and agricultural fairs by the AISC and counties and municipalities across the province.

Although the municipalities are getting the ID Guide printed for use this spring/summer, they are aware that the AISC is intending to revise it for next year. The AISC does not have any more of these booklets and we will not be printing any more out until we have created the new and improved version.

- Anticipated amount allocated for Part 1: \$25,000

Part 2 – Update to the Be Plant Wise Brochure

The Plant Wise brochure is an AISC product focused primarily on ornamental plants that gardeners and greenhouses may not know are legislated as invasive species.

The agricultural fieldmen and weed inspectors order these brochures from the AISC to take to greenhouses and nurseries in their jurisdictions, or to have at tradeshows and fairs. Some municipalities even mail a brochure out to residents. The AISC intends to review the species currently on the brochure, update it as appropriate, and print new copies.

- Anticipate amount allocated to Part 2: \$10,000

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Proposal B: Using goats to control invasive terrestrial plants

The AISC will work with local land trusts in the North Saskatchewan watershed and a goat herder to manage and control invasive terrestrial plants.

It has been demonstrated that targeted grazing by goats can be a very effective and environmentally friendly method to control terrestrial invasive plants. Targeted grazing on invasive plants occurs before the plants go to seed. The goats can be trained to target specific invasive plants in areas where herbicides or other control methods cannot be used (i.e. near water, steep slopes or herbicide ban).

- Anticipate amount allocated to Proposal B: \$15,000

Additional Requirements for the Project:

The Recipient will complete the Project in accordance with the Project Proposal. Any material change or variation from the Project Proposal, including a material change to the allocation of the Sentencing Funds amount to each project component of the Project, must be consented to by the Province.