

Docket No. 161467410P1

IN THE PROVINCIAL COURT OF ALBERTA

CRIMINAL DIVISION

BETWEEN:

HER MAJESTY THE QUEEN

- and -

ORKIN CANADA CORPORATION

BEFORE THE HONOURABLE JUDGE) ON THURSDAY, THE 31ST DAY
P.J. MASON) OF AUGUST 2017.
AT CALGARY, ALBERTA)

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

WHEREAS ORKIN CANADA CORPORATION (hereinafter "Orkin") stands convicted of the following offence under the *Environmental Protection and Enhancement Act*:

On or between the 23rd day of January 2015 and the 26th day of January 2015, at or near the City of Calgary, in the Province of Alberta, being a person who releases or causes or permits the release of a substance into the environment that may cause, is causing or has caused an adverse effect, did fail to report that release to the Director as soon as that person knew or ought to have known of the release contrary to section 110(1) of the Environmental Protection and Enhancement Act and did thereby commit an offence contrary to s. 227(j) of the Environmental Protection and Enhancement Act.

AND WHEREAS this Honourable Court has reviewed an Agreed Statement of Facts filed as Exhibit 1,

AND WHEREAS this Honourable Court has reviewed two proposals for creative sentencing project to develop National Manuals for structural pesticide applications and fumigation, the proposal for each project being attached hereto as Appendix A and Appendix B respectively,

AND WHEREAS having regard to the nature of the offence and circumstances surrounding its commission;

IT IS HEREBY ORDERED pursuant to the provisions of section 234(1) of the *Environmental Protection and Enhancement Act* that in addition to a fine of \$20,000 imposed under the *Environmental Protection and Enhancement Act*:

Development of a National Structural Manual

1. On or before the ^{LAK}7th day of September 2017, Orkin shall forward \$25,000.00 to Lakeland College for the purpose of funding the development of a National Manual for structural pesticide applications as described in Appendix A attached hereto. These funds shall be forwarded by Orkin specifically to Lakeland College, Attention: Linden Lundback, Coordinator Pesticide Certification and Business Development, Environmental Sciences, 5707 College Drive, Vermilion, Alberta, T9X 1K5, and shall be accompanied by a cover letter acknowledging the payment of the funds as a portion of the penalty imposed by the Provincial Court of Alberta for contravention of the *Environmental Protection and Enhancement Act*. Orkin shall concurrently send a copy of the cover letter to Hanneke Brooymans, Justice Liaison, Alberta Environment and Parks, 15th Floor, Oxbridge Place, 9820 106 St N.W., Edmonton, Alberta, T5K 2J6.

2. Lakeland College shall hold the funds received pursuant to Paragraph 1 in a special fund for the sole purpose of developing a National Manual for structural pesticide applications as described in Appendix A and pursuant to the terms of the

agreement between the Alberta Environment and Parks and Lakeland College attached hereto as Appendix C.

Development of a National Fumigation Manual

3. On or before the ^{14th Aug} 7th day of September 2017, Orkin shall forward \$25,000.00 to Lakeland College for the purpose of funding the development of National Manual for fumigation as described in Appendix B attached hereto. These funds shall be forwarded by Orkin specifically to: Lakeland College, Attention: Linden Lundback, Coordinator Pesticide Certification and Business Development, Environmental Sciences, 5707 College Drive, Vermilion, Alberta, T9X 1K5, and shall be accompanied by a cover letter acknowledging the payment of the funds as a portion of the penalty imposed by the Provincial Court of Alberta for contravention of the *Environmental Protection and Enhancement Act*. Orkin shall concurrently send a copy of the letter to Hanneke Brooymans, Justice Liaison, Alberta Environment and Parks, 15th Floor, Oxbridge Place, 9820 106 St N.W., Edmonton, Alberta, T5K 2J6.

4. Lakeland College shall hold the funds received pursuant to Paragraph 3 in a special fund for the sole purpose of funding the National Manual for Fumigation as described in Appendix B and pursuant to the terms of the agreement between Alberta Environment and Parks and Lakeland College attached hereto as Appendix C.

General

5. Alberta Environment and Parks shall file with this Court an Annual Report with respect to both of the National Manual Projects on or before the last day of November in 2018, 2019, and a final report on or before June 30, 2020, describing the progress of the Project during the preceding year, any outputs from the project and disbursement of funds.

6. Should any of the allocated funds not be required for completion of these creative sentencing projects, the excess funds shall be used firstly to fund the other National Manual project in the event of a shortfall and otherwise paid to the Clerk of

the Court to be treated as an addition to the fine imposed by this Honourable Court, inclusive of any applicable Provincial Surcharge.

7. Upon making payment as required by paragraphs 1 and 3 , Orkin shall have no further responsibility for these funds.

8. In the event that the terms of this Order cannot be satisfied for any reason, the parties have leave to appear before this Honourable Court for further direction,

DATED this 31st day of August, 2017 at Calgary, in the Province of Alberta.

Judge P.J. Mason
Provincial Court of Alberta

Consented to this 31st day of August 2017,



Alex MacWilliam
Counsel for Orkin Canada Corporation



Peter Roginski
Crown Prosecutor, Alberta Crown Prosecution Service

APPENDIX "A"

Project Details	
Project Title	DEVELOPMENT OF A NATIONAL STRUCTURAL MANUAL
Description of Need and Background	<p>Currently all provinces in Canada have legislative requirements for pesticide applicators controlling pests such as bedbugs, cockroaches and other food and nuisance pests in homes, restaurants, hotels and businesses to hold a Structural Pesticide Applicator Certificate (or license). In order to obtain a certificate, an individual must undergo training and pass a certification examination. Provincial training courses are often developed and/or approved for each province by their government pesticide regulatory agency. In some provinces (including Alberta), the regulatory agency contracts a college to develop and deliver provincially based pesticide training courses.</p> <p>Alberta Environment and Parks (AEP) is the regulatory agency in Alberta and they have contracted Lakeland College (LC) to develop provincially based pesticide education, training and certification programs which are subsequently reviewed and approved by AEP. The programs LC delivers include:</p> <ul style="list-style-type: none"> • Providing provincially based and class specific self-study paper based (and some online) training courses to prospective applicators in Alberta • Administrating the AEP developed certification examinations using LC contracted proctor sites across Alberta • Issuing Pesticide Applicator Certificates that are recognized by AEP • Maintaining a database of pesticide applicator recertification continuing education credits, reviewing pesticide applicator applications for recertification and issuing applicator recertification certificates to applicators that have met the recertification requirements. Recertification applicator certificates are also recognized by AEP. <p>There is a Standard for Pesticide Education, Training and Certification in Canada (the Standard) that includes the Basic Knowledge Requirements (BKR). BKR provide a framework from which all provinces can use to develop their provincial training manuals. There is a separate set of BKRs for each class of applicator, including the Structural class. All provinces have committed to using the Standard (including BKRs) when developing or updating their pesticide education, training and certification programs in an attempt to have as much consistency in pesticide training as possible across Canada. The Standard was developed and is maintained by the Federal, Provincial, Territorial Committee on Pest Management and Pesticides (FPT) through their Standing Subcommittee on Pesticide Education, Training and Certification in Canada (hereafter called the Subcommittee).</p> <p>FPT is comprised of the following representatives:</p> <ul style="list-style-type: none"> - a Federal Co-chair from Health Canada, Pest Management Regulatory Agency (PMRA – the agency that registers pesticides for use in Canada) - representatives from the federal department of Agriculture and Agri-Food Canada and Natural Resources Canada - an environmental regulatory representative from each province and territory in Canada - an agricultural department representative from each province and territory in Canada - a representative from the American Association of Pest Control Officials (AAPCO)

The Subcommittee is comprised of:

- A federal Co-chair from the PMRA
- An environmental regulatory representative from each province and territory
- A representative from a provincial based college that administers pesticide education, training, certification from each province.
-

The Subcommittee's main task is to develop and maintain BKR's so that each province and territory in Canada can use these documents to develop and update their provincial pesticide training programs. Members of the Subcommittee have all agreed to use BKR's.

Although provinces are committed to updating their training manuals using the BKR's, due to time and resource constraints, often provincial manuals:

- are not updated to the latest version of the BKR's,
- have dated pesticide information (i.e. include pesticides no longer registered for use or don't include new pesticides),
- don't include emerging pests (e.g. bedbugs),
- don't include new integrated pest management approaches for controlling structural pests, and/or
- vary substantially from each other in size, description and content.

Dated contents and differences in content of provincial training materials can create risks and liabilities because new applicators would not be trained with the most up to date information. For example, if new applicators are trained using dated training manuals, they may receive no training regarding effective control of emerging pests. This continues to be an issue with the control of bedbugs. Between the 1950's to 2005, bedbugs were rarely found in Alberta and Canada, however; since that time, they have become a very common, persistent and complicated pest to control. New applicators need the latest information and approaches to control this pest of homes, hotels and other sleeping establishments so that inhabitants are not exposed to their bites which can cause itchiness, allergic reactions and psychological upsets in humans. In addition, these pests need to be controlled as humans often transport these pests in luggage and other personal effects to new locations as they move to new sleeping establishments.

Furthermore when Structural applicators move to Alberta, the Government of Alberta is required to recognize the other province's applicator credentials*. The Government of Alberta also requires LC to ensure that applicants write an Alberta legislation exam to demonstrate that they have knowledge of pertinent Alberta regulations respecting pesticide application. Knowing that their out of province applicator training was dated and/or covers substantially less material than Alberta's training creates some uneasiness as to whether these applicators can do a safe and effective structural pesticide application.

* the Canadian Free Trade Agreement (CFTA) which came into effect on July 1, 2017 and the former Agreement on Internal Trade signed by all provinces and territories in Canada requires provinces to recognize each others' education/trade credentials however does give the receiving province an option to test on provincial regulatory requirements for incoming trade/certificate holders.

The Subcommittee has agreed that developing national training manuals, that address pest situations that are common across Canada, is beneficial for provincial use as it would ensure training materials used across Canada are consistent. Because of the benefit the Subcommittee sees in using national manuals where possible and in spite of the Subcommittee's limited resources the Subcommittee has developed several national training manuals that each province has committed to using when updating their training

manuals.

Currently the Subcommittee has developed the following national manuals:

- Core Manual
- Aerial Manual
- Biting Fly Manual

The Subcommittee has agreed over 3 years ago that development of a National Structural manual is something they support. However, pesticide applicator training is provincially regulated in Canada and because of that, there is no provincial nor federal agency whose mandate it is to develop national training manuals. Development of a national manual by the Subcommittee is typically undertaken by one of the members of the Subcommittee. Because time and resources of members of the Subcommittee are limited to available time after administering their own provincial training programs, attempts to develop national manuals often take substantial amounts of time (1-4 years) and are sometimes abandoned because provinces don't have sufficient time, resources and funds to conduct the project.

Having funds made available through a creative sentencing option, would allow LC to hire a contractor to develop a national structural training manual in collaboration with the Subcommittee and the Structural Pest Management Industry (Canadian Pest Management Association (CPMA). The CPMA has supported and endorsed development of the original BKR's and remains committed to working with the Subcommittee and FPT to support continued development of training materials (as described in their mission statement).

This manual could be used across Canada and it would ensure consistent training of new structural applicators. Consistent training would:

- better protect the public against structural pests and pesticides used to control them because the manual would include the most current information and best management practices.

Structural pesticide applicators in Canada and Alberta use sometimes highly toxic pesticides to control insect pests in peoples' homes, sleeping establishments (motels, hotels, apartments etc.), restaurants and many other structures where people sleep, eat or are transported (eg. taxis, airplanes etc). It is important that the latest information on structural pests and appropriate pesticide use is provided in training materials to ensure people are not affected by the pest nor by the pesticides where they eat, live, recreate or sleep. If not used properly, these pesticides can cause effects such as itchiness, difficulty breathing, nausea, vomiting and even death (especially to highly susceptible people such as infants, children, pregnant women, the infirmed and the elderly).

In addition, it is important that applicators in Alberta and throughout Canada are trained to control structural pests quickly and efficiently so that food is not spoiled by the pests (i.e. their feces will spoil food) or diseases carried by the pests are not transmitted to humans. For example, cockroaches are commonly found in restaurants and sometimes even in homes and apartments where they can spread bacterial contamination of salmonella, staphylococcus and streptococcus that are known to cause severe adverse effects to and even kill humans. They can even harbor viruses such as the polio virus. Mice (and rats found in most provinces of Canada) are also commonly found in many eating establishments and in homes where they can spread many diseases including Lyme Disease, black plague etc.

In addition, applicators using these pesticides must understand how to appropriately and effectively protect themselves as they are exposed to the pesticides on a daily basis, sometimes for many hours in each day. If applicators are not trained to protect

	<p>themselves against the pests and their associated diseases that can be transmitted, they are much more likely to become ill as they need to determine the extent of an infestation before they can effectively control the pests. This requires them to explore many cavities, electrical and plumbing conducting areas etc. within buildings that tend to harbor high numbers of pests, their feces, hair and other bodily fluids that can transmit diseases to the applicator.</p> <p>Lastly, it is important that structural applicators control pests in a manner that the environment and other non-target organisms are not affected. For example, an applicator controlling mice and rats must ensure they do so in a manner that the rodents are killed without allowing rodent predators access to poisoned rodents. Improperly handled and disposed of poisoned rodents can quickly kill many predators such as foxes, hawks and eagles.</p>
<p>Project Coordination</p>	<p>LC has been administering the pesticide education program in Alberta for nearly 40 years and has been under contract with the Government of Alberta to deliver a provincially based pesticide applicator training program in Alberta for 20+ years. Because of their expertise with developing applicator training materials, they would be best suited to oversee a contract to develop a National Structural Training manual. LC works extensively and cooperatively with AEP to ensure provincially based training materials are updated as early as possible (based on updated BKR) incorporating new training formats where appropriate (e.g. online training for industrial structural users of pesticides and acreage owner structural control).</p> <p>In addition, LC and AEP have been participating members of the Subcommittee since its inception in 1989. Because of their long term membership in the Subcommittee that maintains the Standard and BKRs, the college has been uniquely involved in determining BKRs required for the Structural Class of applicators. The college and AEP staff also regularly interact with all members of the Subcommittee with respect to updating the Standard so they have established contacts in all provinces from which to receive feedback regarding common structural pests in each province and comments / evaluations of the national training manual.</p> <p>LC proposes to develop a request for proposal document in collaboration with the Subcommittee and AEP that would outline the work to be done, accountability, timelines and fees to be paid (in appropriate amounts as work is completed). Because of the specialized nature of the expertise required, LC would invite contractors with known expertise in both the subject matter and experience in developing training manuals to submit their proposals.</p>
<p>Project Objective</p>	<p>The objective of the project is to develop a National Structural Pesticide Applicator Manual that will be used by all provinces in Canada to train their new Structural pesticide applicators.</p>
<p>Project Description and Milestones</p>	<p>Milestone 1:</p> <ol style="list-style-type: none"> 1. <ol style="list-style-type: none"> 1.1. Lakeland College (LC) will identify several contractors with the required expertise and experience in developing training manuals and provide them with the description of the work, Milestones and fees to be dispersed. 1.2. Based on response and timeline to finalize the work, a contract will be awarded. 1.3. Contractor agrees to commence work within 60 days of being awarded the contract.

- 1.4. AEP will ensure that LC provides AEP Justice Liaison with notice once the contract has been awarded identifying the contractor and the start date of the contract.

Milestone 2

2.

- 2.1. LC will provide the Structural class BKR's to the contractor in a standardized format from which the contractor would develop into a manual using the standardized format provided.
- 2.2. Prior to initiating work on the manual, the contractor would provide the following information to LC for review and approval:
- 2.2.1. Determine the structural pests that are common in all provinces
- 2.2.2. Determine any special pest not common across Canada where standalone training would be required (based on a request from the province where the pest is prevalent).
- 2.2.3. Provide a summary list of common and special pests to be included in the manual
- 2.2.4. Provide a copy of the structural pesticides registered for the pests in 2.2.1 and 2.2.2
- 2.2.5. Develop a list of the application equipment to be included in the manual
- 2.2.6. Once the above information is approved, the contractor will initiate development of the manual using a layout provided to them by Lakeland College that has the Structural BKR's incorporated into it.
- 2.2.7. Develop identification information for all pests identified in 2.2.1 and 2.2.2
- 2.2.8. Develop the best available integrated pest management approaches (as identified by regulatory agencies, national structural pest management associations (both in Canada and the United States) for each pest identified in item 2.2.1 and 2.2.2,
- 2.2.9. Ensure that all pesticides registered for control of pests identified in 2.2.1 and 2.2.2 are included in the training materials
- 2.2.10. Identify and develop all structural specific health and safety information that an applicant would need to know to conduct a safe pesticide application (for both themselves, occupant of the structure and the public).
- 2.2.11. Develop information including all the appropriate application equipment and methods of application to meet the pesticide label requirements
- 2.2.12. Develop information on how to handle emergencies associated with structural pesticide applications (eg, spills, health effects, vandalism, theft etc.)
- 2.2.13. Develop information on how to conduct a professional pest management application.
- 2.3. Once the contractor has completed the first draft, they would submit it to LC and AEP for review and comment.
- 2.4. Once work is acceptable to LC and AEP, Milestone 2 will have been completed.
- 2.5. AEP will ensure that LC provides notice to AEP Justice Liaison that Milestone 2 has been completed and funds dispersed.

Milestone 3:

3.

- 3.1. LC will forward the first draft to the Subcommittee for review and comment.
- 3.2. Based on comments received, the contractor will provide additional information and update the manual and provide it to LC.
- 3.3. LC and AEP will review the manual and ensure all the recommendations of the Subcommittee have been incorporated.
- 3.4. LC will provide a copy of the updated draft to the Subcommittee to approve the changes made by the contractor.

	<p>3.5. Contractor will forward to LC suggested changes to structural BKR's based on research used for the manual.</p> <p>3.6. LC will forward the suggested changes to the BKR's provided by the contractor to the Subcommittee for review and approval. The contractor may be requested to address concerns directly with the Subcommittee.</p> <p>3.7. Once the Subcommittee approves the final draft of the manual and the recommended updates to the BKR's, Milestone 3 has been completed.</p> <p>3.8. AEP will ensure that LC provides AEP Justice Liaison that Milestone 3,7 has been completed and funds dispersed to the contractor</p> <p>Milestone 4:</p> <p>4.</p> <p>4.1. The Subcommittee will forward the final draft to the Canadian Pest Management Association (CPMA) requesting their endorsement.</p> <p>4.2. Once a copy of the endorsement is received by the Subcommittee, they will provide it to LC.</p> <p>4.3. LC shall provide both the endorsement and the final edition of the manual to AEP and Milestone 4 will have been completed.</p> <p>Milestone 5:</p> <p>5.</p> <p>5.1. The Subcommittee will forward the completed and endorsed manual to all provinces for use in their respective provinces as the Structural Training Manual.</p> <p>5.2. AEP will ensure that LC provides a full accounting of the costs and outlays to AEP Justice Liaison to complete the contract and be authorized to receive the remaining funds from the Special Fund.</p>
<p>Anticipated Benefits</p>	<p>There is a recognition by all provinces that development of a national Structural Manual would help to all provinces have the most current training manual possible to use when training new applicators. A national structural manual would ensure that all new applicators in Canada would be trained to the same level to control pests commonly found in Canada using the most current information. Pests only found regionally (e.g. termites) would have optional course material available that provinces where the pest exist could use. Use of a national manual across Canada would greatly assist in recognizing training provided in another province when an applicator chooses to find work in Alberta. Applicators would then only need to be trained/examined on the specific legislation that exist in the incoming province (and potentially new regional pests) prior to being issued the appropriate certificate from the incoming province.</p> <p>In addition to ensuring consistency in training across Canada, Canadians would also benefit from this because they would have assurance that applicators they may need to hire, would have been trained using the latest information on the safest and most effective way to control pests that have entered their home or business.</p> <p>The structural industry, especially those that offer services in more than one province, have often commented that national training documents would greatly assist them in knowing that applicators they employ that live in different provinces would be trained in a consistent manner using the latest, safest and most effective training materials.</p>

**Project Budget,
Timeline Summary
and Disbursements
of Funds**

It is anticipated that the project would require \$25,000 to complete. Once funds are received from the court, LC will open a Special Fund and make disbursement as follows below. It is anticipated that the project will be completed in 29 months. Lakeland College will require \$4,000 to administer the project.

Activity	Funds dispersed by LC	Timeframe
1. Contract is awarded to contractor and work begins. LC notifies AEP Justice Liaison of contractor name and start date of contract.	None	3 months
2. Contractor completes first draft that is approved by LC and AEP. LC notifies Crown Prosecutor's office that first draft is completed and funds dispersed.	\$11,000 dispersed to contractor	10 months
3. LC provides draft manual to Subcommittee for review and recommendations for change. LC provides changes to contractor for incorporation into manual. Contractor makes changes and provides updated manual to LC. LC forwards updated manual to Subcommittee for approval. LC also provides BKR's to contractor who updates them according to recommendations made by Subcommittee. Contractor provides updated BKR's to LC and AEP who review and approve them and then provide BKR's to Subcommittee for their approval. LC notifies Crown Prosecutor's office that second milestone is completed and funds have been dispersed	\$7,000 dispersed to contractor	11 months
4. Subcommittee provides draft to CPMA for review and endorsements. Any recommendations are implemented by contractor and then the manual is endorsed	\$3,000 is dispersed to contractor	4 months
5. The Subcommittee provides manual to all provincial regulatory agencies across Canada for use as their Structural manual. LC provides Crown Prosecutor will full cost accounting, including overhead to administer the project.	Crown Prosecutor's authorizes LC to withdraw remaining \$4,000 from Special Fund and close the fund.	1 month
Total	\$25,000	29 months

Funds not spent to develop the Structural manual could be used to enhance the manual with additional pictures, video clips and/or develop examination questions for provinces to use with certification exams.

Additional funds that may be required by the contractor to complete the project may be provided by funds in an LC held Development Fund that is owned by AEP. Funds in the Development Fund come from a percentage of revenue obtained by LC in administering the pesticide program. This fund has been in place to ensure:

- Provincially based manuals can be updated as required,
- specified industry experts can be hired to update provincial manuals
- development of new training platforms or maintenance of software/hardware can be undertaken without need of additional funds from other sources

	The fund has limited monies in it and must primarily be used to update provincial based training manuals for all classes of applicator, so there are not sufficient monies, nor is the mandate appropriate for use entirely to develop a national structural manual.	
Project milestones	Milestones (as identified above)	Timeline
	Lakeland College – awarding of the contract 1. 1.1. LC awards contract 1.2. Crown Prosecutor’s office is notified as to the contractor’s name and date contract begins 1.3. contractor begins work.	Lakeland College – awarding of the contract 1. 1.1. 30 days from when the Creative Sentencing funds are received 1.2. 5 days from when 1.1 is completed 1.3. 60 days from when the contract is awarded
	2. 2.1. BKRS provided to contractor 2.2. conduct 2.2 and provide to LC and AEP for review and approval 2.3. conduct 2.3 and provide first draft to LC (who forwards it to AEP) 2.4. LC & AEP review and provide comments for revision of first draft 2.5. contractor edits first draft 2.6. LC and AEP review and approve first draft 2.7. Milestone 2 is completed and funds dispersed 2.8. 2.8 LC notifies AEP Justice Liaison that first draft is produced and funds have been dispersed from Special Fund.	2. 2.1. 1 month from when 1.2 starts 2.2. 1 month from when 2.1 is completed 2.3. 4 months from when 2.2. is complete 2.4. 2 months from when 2.3. is complete 2.5. 1 month from when 2 c. is completed 2.6. 1 month from when 2 d is complete 2.7. LC releases \$11,000 to the contractor 2.8. 1 week from when 2.7 is completed.
3. 3.1. LC forwards first draft to Subcommittee and subcommittee comments on draft 3.2. Contractor updates information 3.3. LC and AEP reviews 3.4. LC submits to Subcommittee for approval 3.5. Contractor submits to LC changes to BKRs 3.6. LC forwards changes to Subcommittee for approval 3.7. Subcommittee approves final	3. 3.1. 3 months from when 2.7 is completed 3.2. 1 month from when 3.1 is completed 3.3. 1 month from when 3.2 is completed 3.4. 1 month from when 3.3 is completed 3.5. 1 month from when 3.4 is completed 3.6. 1 month from when 3.5 is completed 3.7. 3 months from when 3.4 is completed and \$7,000 released to contractor 3.8. 1 week from when 3.7 is complete and funds dispersed from Special Fund	

	<p>draft. Milestone complete</p> <p>3.8. LC notifies Crown Prosecutor's office that final draft is produced and funds have been dispersed from Special Fund</p>	
	<p>4.</p> <p>4.1. The Subcommittee forwards final draft to CPMA</p> <p>4.2. CPMA provides endorsement</p> <p>4.3. LC provides both endorsement and final edition of manual to AEP</p>	<p>4.</p> <p>4.1. 1 month after 3.5 completed</p> <p>4.2. 2 month from when 4.1 is completed</p> <p>4.3. 1 month from when 4.2 is completed and contractor provided with \$3,000</p>
	<p>5.</p> <p>5.1. The Subcommittee forwards a copy of the manual to all provinces for use as their Structural Training Manual.</p> <p>5.2. LC provides Crown Prosecutor's office with full cost accounting of project. Crown Prosecutor's office authorizes LC to withdraw remaining funds from the Special Fund and close it.</p>	<p>5.</p> <p>5.1. 1 month from when 5.3 completed</p> <p>5.2. LC is awarded \$4,000 for conducting the project</p>

Project Ownership / Partnership	
Project Contact Manager	<p>Linden Lundback, Pesticide Program Coordinator with Lakeland College would manage the project in collaboration with Alberta Environment and Parks.</p> <p>Linden has been a member of the Subcommittee for 12 years and is an active contributor to the works of the Subcommittee.</p>
Responsible AEP Region/Branch	<p>Vivianne Servant (Pesticide Certification Specialist) and Devon Smiegielski (Pesticide Certification Advisor) will work with the project manager to ensure the work is completed in a timely manner and approve the training manual once the work is completed.</p> <p>Vivianne and Devon oversee the contract that the Government of Alberta has signed with LC to deliver pesticide certification program in Alberta.</p> <p>Vivianne has been a member of the Subcommittee since 1989 and is currently Provincial Co-chair of the Committee. With the federal co-chair of the Subcommittee, they ensure that the Subcommittee's workplan is achieved on a yearly basis. Devon is a new member of the Subcommittee.</p> <p>Devon has newly been hired to assume the pesticide certification duties once Vivianne retires (no retirement date established to date). Vivianne is</p>

	<p>currently mentoring Devon regarding the duties of the pesticide certification specialist at AEP.</p> <p>Vivianne and Devon will work closely with LC to ensure milestones are met and AEP Justice Liaison is notified as indicated in the proposal.</p>
<p>Partners (internal or external)</p>	<p>The Federal, Provincial, Territorial Committee on Pest Management and Pesticides, Standing Subcommittee on Pesticide Education, Training and Certification in Canada (the Subcommittee) maintains the Standard and will provide input and recommendations on the first and final drafts.</p> <p>The Canadian Pest Management Association (CPMA) – is a national association of pest management companies working together to promote and foster the advancement of the structural and fumigation pest management industry across Canada. The CPMA represents their membership by providing a voice that speaks to legislators and formulators to assure that the pest management industry has the most up to date and environmentally friendly tools and legislation to work with. They also promote their industry in a professional and ethical manor with emphasis on honesty, fairness and respectfulness between and amongst their members and their customers. They also foster and support the structural pest management industry through training and communication in order to sustain it's profitability, responsibility and competence.</p> <p>They will provide input to and endorse the manual upon completion.</p>

APPENDIX "B"

Project Details	
Project Title	DEVELOPMENT OF A NATIONAL FUMIGATION MANUAL
Description of Need and Background	<p>Currently all provinces in Canada have legislative requirements for pesticide applicators controlling pests such as cockroaches, mice and other food and/or commodity damaging and nuisance pests in flour mills, stored food elevators, warehouses and/or containers to hold a Fumigation Pesticide Applicator Certificate (or license). In order to obtain a certificate, an individual must undergo training and pass a certification examination. Provincial training courses are often developed and/or approved for each province by their government pesticide regulatory agency. In some provinces (including Alberta), the regulatory agency contracts a college in Alberta to develop and deliver provincially based pesticide training courses.</p> <p>Alberta Environment and Parks (AEP) is the regulatory agency in Alberta and they have contracted Lakeland College (LC) to develop <i>provincially based</i> pesticide education, training and certification programs which are subsequently reviewed and approved by AEP. The programs LC delivers include:</p> <ul style="list-style-type: none"> • Providing provincially based and class specific self-study paper based (and some online) training courses to prospective applicators in Alberta • Administrating the AEP developed certification examinations using LC contracted proctor sites across Alberta • Issuing Pesticide Applicator Certificates that are recognized by AEP • Maintaining a database of pesticide applicator recertification continuing education credits, reviewing pesticide applicator applications for recertification and issuing applicator recertification certificates to applicators that have met the recertification requirements. Recertification applicator certificates are also recognized by AEP. <p>There is a Standard for Pesticide Education, Training and Certification in Canada (the Standard) that includes the Basic Knowledge Requirements (BKR). BKR provide a framework from which all provinces can use to develop their provincial training manuals. There are separate BKR for each class of applicator, including the Fumigation class. All provinces have committed to using the Standard (including BKR) when developing or updating their pesticide education, training and certification programs in an attempt to have as much consistency in pesticide training as possible across Canada. The Standard was developed and is maintained by the Federal, Provincial, Territorial Committee on Pest Management and Pesticides (FPT) through their Standing Subcommittee on Pesticide Education, Training and Certification in Canada (hereafter called the Subcommittee).</p> <p>FPT is comprised of the following representatives:</p> <ul style="list-style-type: none"> - a Federal Co-chair from Health Canada, Pest Management Regulatory Agency (PMRA – the agency that registers pesticides for use in Canada) - representatives from the federal department of Agriculture and Agri-Food Canada and Natural Resources Canada - an environmental regulatory representative from each province and territory in Canada

- an agricultural department representative from each province and territory in Canada
- a representative from the American Association of Pest Control Officials (AAPCO)

The Subcommittee is comprised of:

- A federal Co-chair from the PMRA
- An environmental regulatory representative from each province and territory
- A representative from a provincial based college that administers pesticide education, training, certification from each province.

The Subcommittee's main task is to develop and maintain BKR's so that each province and territory in Canada can use these documents to develop and update their provincial pesticide training programs. Members of the Subcommittee have all agreed to use BKR's.

Although provinces are committed to updating their training manuals using the BKR's, due to time and resource constraints, often provincial manuals:

- are not updated to the latest version of the BKR's,
- have dated pesticide information (i.e. include pesticides no longer registered for use or don't include new pesticides),
- don't include emerging pests (e.g. various exotic insects and beetles arriving in Canada on food delivered from other countries),
- don't include new label required information on how to develop a *site specific* fumigation management plan nor an operational pest management plan for controlling pests using fumigation, and/or
- vary substantially from each other in size, description and content.

Dated contents and differences in content of provincial training materials can create risks and liabilities because new applicators would not be trained with the most up to date information.

Fumigants are highly toxic pesticides that can kill people, animals and can also have significant effects in the environment if they are not used by properly trained individuals. There have been a number of deaths that have occurred in North America as a result of inappropriate fumigant use.

Fumigants used to treat soil borne insects can also cause significant effects to workers and bystanders.

Fumigation incidents in the past few years across Canada have necessitated triggered significant changes to the fumigant labels in an attempt to reduce the risk to:

- workers and bystanders that may be present or working in or near where the fumigation is taking place and
- residents of adjacent properties (especially those properties where people are more susceptible to fumigants such as the young, infirmed or elderly).

Additionally, significant buffer zones have been added to label to protect people living in difficult to evacuate sites including schools, daycare centres, nursing homes, assisted living facilities, hospitals and clinics. The label requirements now also include a need for the applicator to develop a site specific detailed fumigation management plan and an operational pest management plan. Development of these site specific plans requires significant applicator training.

At this time, as labels have just been updated, no provincially based training course in Canada has been updated to reflect the changes to the label and because of that, new applicators are still at risk of adverse effects with the use of fumigants.

Because of the incidents and significant changes to labels and the new requirements for fumigation management plans and operational pest management plans (not currently

included in training materials across Canada) there is a concern as to whether any new applicator in Alberta or Canada can conduct a safe and effective fumigation pesticide application.

The Subcommittee has agreed that developing national training manuals, that address pest situations that are common across Canada, is beneficial for provincial use as it would ensure training materials used across Canada are consistent. Because of the benefit the Subcommittee sees in using national manuals where possible and in spite of the Subcommittee's limited resources, the Subcommittee has developed several national training manuals that each province has committed to using when updating their training manuals. Currently the Subcommittee has developed the following national manuals:

- Core Manual
- Aerial Manual
- Biting Fly Manual

The subcommittee has agreed that developing national training manuals would be beneficial for provincial pesticide educational program use as it would ensure training materials used across Canada are consistent. However, pesticide applicator training is provincially regulated in Canada and because of that, there is no provincial nor federal agency whose mandate it is to develop national training manuals.

Development of a national manual by the Subcommittee is typically undertaken by one of the members of the Subcommittee. Because time and resources of members of the Subcommittee are limited to available time after administering their own provincial training programs, attempts to develop national manuals often take substantial amounts of time (1-4 years) and are sometimes abandoned because provinces don't have sufficient time, resources, subject matter expertise and funds to conduct the project.

Having funds made available through a creative sentencing option, would allow LC to be hire a contractor to develop a national fumigation training manual in collaboration with the Subcommittee and the Structural Pest Management Industry (Canadian Pest Management Association (CPMA). The CPMA has supported and endorsed development of the original BKR's and remains committed to working with the Subcommittee and FPT to support continued development of training materials (as described in their mission statement).

A national fumigation manual could be used across Canada and it would ensure consistent training of new fumigation applicators. Consistent training would:

- result in significantly better protection of the public against fumigation pests and especially the pesticides used to control them because the manual would include the most current information on the health and safety approaches to conduct a safe fumigation and the best management practices for preventing and controlling pests. This is especially important when dealing with fumigation application practices as the fumigant used is highly toxic and errors or omissions can have catastrophic effects on human and animal life.

Use of fumigant is necessary to protect stored food, feed and seed from insects that can eat the food and also spoil the commodity. These pests not only spoil the commodity, but they can transmit and cause significant disease and death to anyone who consumes the food. For example, flies and cockroaches are found commonly in and around stored food and feed and they can spread bacterial contamination of salmonella, staphylococcus and streptococcus that are known to cause severe adverse effects to and even kill humans. They can even harbor viruses such as the polio virus. Mice (and rats found in most provinces of Canada) are also commonly found in food and feed storage facilities and they can spread many diseases including Lyme Disease, black plague etc.

	<p>Fumigants are also used to treat soils that are infested with insects that can kill or severely affect growth of the cultivated plants grown for food, feed or seed. Soil applied fumigants can be quite effective because fumigants are gases at room temperature and they can penetrate the soil and kill soil borne insects much better than soil applied liquid or granular insecticides.</p> <p>Due to the extreme toxicity of the fumigant, is it especially important to train new applicators on how to appropriately and effectively protect themselves and others as even one exposure could make them extremely ill and potentially kill them</p> <p>Lastly, it is important that fumigation applicators control pests in a manner that minimizes effects on the environment and other non-target organisms. For example, after a fumigation has been conducted, it is extremely important that the fumigant is vented from the facility (or the land) in an appropriate manner so that the applicator, bystanders, adjacent property dwellers, wildlife and livestock are not affected by the procedure.</p>
<p>Project Coordination</p>	<p>LC has been administering the pesticide education program in Alberta for nearly 40 years and has been under contract with the Government of Alberta to deliver a <i>provincially based</i> pesticide applicator training program in Alberta for 20+ years. Because of their expertise with developing applicator training materials, they would be best suited to oversee a contract to develop a National Fumigation Training manual. LC works extensively and cooperatively with AEP to ensure provincially based training materials are updated as early as possible (based on updated BKR's) incorporating new training formats where appropriate (e.g. online training for industrial structural users of pesticides and acreage owner structural control).</p> <p>In addition, LC and AEP have been participating members of the Subcommittee since its inception in 1989. Because of their long term membership in the Subcommittee that maintains the Standard and BKR's, the college has been uniquely involved in determining BKR's required for the Fumigation Class of applicators. The college and AEP staff also regularly interact with all members of the Subcommittee with respect to updating the Standard so they have established contacts in all provinces from which to receive feedback regarding common stored commodity and soil borne pests in each province and comments / evaluations of the national training manual.</p> <p>LC proposes to develop a request for proposal document in collaboration with the Subcommittee and AEP that would outline the work to be done, accountability, timelines and fees to be paid (in appropriate amounts as work is completed). Because of the specialized nature of the expertise required, LC would invite contractors with known expertise in both the subject matter and experience in developing training manuals to submit their proposals.</p>
<p>Project Objective</p>	<p>The objective of the project is to develop a National Fumigation Pesticide Applicator Manual that will be used by all provinces in Canada to train their new Fumigation pesticide applicators.</p>
<p>Project Description and Milestones</p>	<p>Milestone 1: 1. 1.1. Lakeland College (LC) will identify several contractors with the required expertise and experience in developing training manuals and provide them with the description of the work, Milestones and fees to be dispersed.</p>

- 1.2. Based on response and timeline to finalize the work, a contract will be awarded.
- 1.3. Contractor agrees to commence work within 60 days of being awarded the contract.
- 1.4. AEP will ensure that LC provides AEP Justice Liaison with notice once the contract has been awarded identifying the contractor and the start date of the contract.

Milestone 2

2.

- 2.1. LC will provide the Fumigation class BKR's to the contractor in a standardized format from which the contractor would develop into a manual using the standardized format provided.
- 2.2. Prior to initiating work on the manual, the contractor would provide the following information to LC for review and approval:
 - 2.2.1. Determine the fumigation pests that are common in all provinces
 - 2.2.2. Determine any special pest not common across Canada where standalone training would be required (based on a request from the province where the pest is prevalent).
 - 2.2.3. Provide a summary list of common and special pests to be included in the manual
 - 2.2.4. Provide a copy of the fumigation pesticides registered for the pests in 2.2.1 and 2.2.2
 - 2.2.5. Once the above information is approved, the contractor will initiate development of the manual using a layout provided to them by Lakeland College that has the Fumigation BKR's incorporated into it.
 - 2.2.6. Develop identification information for all pests identified in 2.2.1 and 2.2.2
 - 2.2.7. develop the best available integrated pest management approaches (as identified by regulatory agencies, national fumigation pest management associations (both in Canada and the United States) for each pest identified in item 2.2.1 and 2.2.2
 - 2.2.8. Ensure that all pesticides registered for control of pests identified in 2.2.1 and 2.2.2 are included in the training materials
 - 2.2.9. Identify and develop all fumigation specific health and safety information that an applicant would need to know to conduct a safe pesticide application (for both themselves, occupant of the structure and the public).
 - 2.2.10. develop information including all the appropriate application procedures, appropriate airing out procedures, buffer zone requirements and required notifications to meet the pesticide label requirements
 - 2.2.11. develop a sample Fumigation Management Plan as required on the fumigation labels
 - 2.2.12. develop information on how to handle emergencies associated with fumigation pesticide applications (eg, spills, health effects, vandalism, theft etc.)
 - 2.2.13. develop information on how to conduct a professional pest management application.
- 2.3. Once the contractor has completed the first draft, they would submit it to LC and AEP for review and comment.
- 2.4. Once work is acceptable to LC and AEP, Milestone 2 will have been completed.
- 2.5. AEP will ensure that LC provides notice to AEP Justice Liaison that Milestone 2 has been completed and funds dispersed.

Milestone 3:

3.

	<p>3.1. LC will forward the first draft to the Subcommittee for review and comment.</p> <p>3.2. Based on comments received, the contractor will provide additional information and update the manual and provide it to LC.</p> <p>3.3. LC and AEP will review the manual and ensure all the recommendations of the Subcommittee have been incorporated.</p> <p>3.4. LC will provide a copy of the updated draft manual to the Subcommittee to approve the changes made by the contractor.</p> <p>3.5. Contractor will forward to LC suggested changes to fumigation BKR's based on research used for the manual and improvements to the fumigation pesticide labels.</p> <p>3.6. LC will forward the suggested changes to the BKR's provided by the contractor to the Subcommittee for review and approval. The contractor may be requested to address concerns directly with the Subcommittee.</p> <p>3.7. Once the Subcommittee approves the final draft of the manual and the recommended updates to the BKR's, Milestone 3 has been completed.</p> <p>3.8. AEP will ensure that LC provides AEP Justice Liaison that Milestone 3.7 has been completed and funds dispersed to the contractor.</p> <p>Milestone 4:</p> <p>4.</p> <p>4.1. The Subcommittee will forward the final draft to the Canadian Pest Management Association (CPMA) requesting their endorsement.</p> <p>4.2. Once a copy of the endorsement is received by the Subcommittee, they will provide it to LC.</p> <p>4.3. LC shall provide both the endorsement and the final edition of the manual to AEP and Milestone 4 will have been completed.</p> <p>Milestone 5:</p> <p>5.</p> <p>5.1. The Subcommittee will forward the completed and endorsed manual to all provinces for use in their respective provinces as the Fumigation Training Manual.</p> <p>5.2. AEP will ensure that LC provides a full accounting of the costs and outlays to AEP Justice Liaison to complete the contract and be authorized to receive the remaining funds from the Special Fund.</p>
<p>Anticipated Benefits</p>	<p>There is a recognition by all provinces that development of a national Fumigation Manual would help to all provinces have the most current training manual possible to use when training new applicators. A national fumigation manual would ensure that all new applicators in Canada would be trained to the same level in how to conduct a safe fumigation application for themselves, the occupants or workers in the fumigation facility and to ensure the public and bystanders are not affected by a fumigation. In addition, a national manual would ensure that all new applicator are trained similarly to control pests commonly found in Canada using the most current information. Pests only found regionally (e.g. termites) would have optional course material available that could be used by provinces where the pests exist. Use of a national manual across Canada would greatly assist in recognizing training provided in another province when an applicator chooses to find work in Alberta. Applicators would then only need to be trained/examined on the specific legislation that exist in the incoming province (and potentially new regional pests) prior to being issued the appropriate certificate from the incoming province.</p> <p>In addition to ensuring consistency in training across Canada, owners and workers in stored grain or milling operations would have the assurances that fumigation applicators would have been trained using the latest information on the safest and most</p>

	<p>effective way to control pests while protecting the workers.</p> <p>Canadians would also benefit from a national manual because they would have assurance that a fumigation being conducted would have safeguards in place to ensure their food would not be contaminated with a fumigant nor would they be affected from the application, especially during airing out procedures.</p> <p>The fumigation industry, especially those that offer services in more than one province, have often commented that national training documents would greatly assist them in knowing that applicators they employ that live in different provinces would be trained in a consistent manner using the latest, safest application methods. This would also help ensure that applicators are able to develop site specific fumigation management plans and operational pest management plans and have been trained using the most effective and up to date training materials.</p>																																						
<p>Project Budget, Timeline Summary and Disbursements of Funds</p>	<p>It is anticipated that the project would require \$25,000 to complete. Once funds are received from the court, LC will open a Special Fund and make disbursement as follows below. It is anticipated that the project will be completed in 29 months. Lakeland College will require \$4,000 to administer the project.</p>																																						
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	the project. Total	fund. \$25,000	29 months
	<p>Funds not spent to develop the Fumigation manual could be used to enhance the manual with additional pictures, video clips and/or develop examination questions for provinces to use with certification exams.</p> <p>Additional funds that may be required by the contract or to complete the project may be provided by funds in an LC held Development Fund that is owned by AEP. Funds in the Development Fund come from a percentage of revenue obtained by LC in administrating the pesticide program. This fund has been in place to ensure:</p> <ul style="list-style-type: none"> - Provincially based manuals can be updated as required, - specified industry experts can be hired to update provincial manuals - development of new training platforms or maintenance of software/hardware can be undertaken without need of additional funds from other sources <p>The fund has limited monies in it and must primarily be used to update provincial based training manuals for all classes of applicator, so there are not sufficient monies, nor is the mandate appropriate for use entirely to develop a national fumigation manual.</p>		
Project milestones	Milestones (as identified above)	Timeline	
	Lakeland College – awarding of the contract 1. 1.1. LC awards contract 1.2. Crown Prosecutor's office is notified as to the contractor's name and date contract begins 1.3. contractor begins work.	Lakeland College – awarding of the contract 1. 1.1. 30 days from when the Creative Sentencing funds are received 1.2. 5 days from when 1.1 is completed 1.3. 60 days from when the contract is awarded	
	2. 2.1. BKRS provided to contractor 2.2. conduct 2.2 and provide to LC and AEP for review and approval 2.3. conduct 2.3 and provide first draft to LC (who forwards it to AEP) 2.4. LC & AEP review and provide comments for revision of first draft 2.5. contractor edits first draft 2.6. LC and AEP review and approve first draft 2.7. Milestone 2 is completed and funds dispersed 2.8. LC notifies AEP Justice Liaison that first draft is produced and funds have been dispersed from Special Fund.	2. 2.1. 1 month from when 1.2 starts 2.2. 3month from when 2.1 is completed 2.3. 4 months from when 2.2. is complete 2.4. 2 months from when 2.3. is complete 2.5. 1 month from when 2 4. is complete 2.6. 1 month from when 2 5 is complete 2.7. LC releases \$11,000 to the contractor 2.8. 1 week from when 2.7 is completed.	

	<p>3.</p> <ul style="list-style-type: none"> 3.1. LC forwards first draft to Subcommittee and subcommittee comments on draft 3.2. Contractor updates information 3.3. LC and AEP reviews 3.4. LC submits to Subcommittee for approval 3.5. Contractor submits to LC changes to BKR's 3.6. LC forwards changes to Subcommittee for approval 3.7. Subcommittee approves final draft. Milestone complete 3.8. LC notifies Crown Prosecutor's office that final draft is produced and funds have been dispersed from Special Fund 	<p>3.</p> <ul style="list-style-type: none"> 3.1. 3 months from when 2.7 is completed 3.2. 1 month from when 3.1 is completed 3.3. 1 month from when 3.2 is completed 3.4. 1 month from when 3.3 is completed 3.5. 1 month from when 3.4 is completed 3.6. 1 month from when 3.5 is completed 3.7. 3 months from when 3.4 is completed and \$7,000 released to contractor 3.8. 1 week from when 3.7 is complete and funds dispersed from the Special Fund
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	<p>5.</p> <ul style="list-style-type: none"> 5.1. The Subcommittee forwards a copy of the manual to all provinces for use as their Fumigation Training Manual. 5.2. LC provides Crown Prosecutor's office with full cost accounting of project. Crown Prosecutor's office authorizes LC to withdraw remaining funds from Special Fund and close it. 	<p>5.</p> <ul style="list-style-type: none"> 5.1. 1 month from when 4.3 completed 5.2. LC is awarded \$4,000 for conducting the project

Project Ownership / Partnership

Project Contact Manager

Linden Lundback, Pesticide Program Coordinator with Lakeland College would manage the project in collaboration with Alberta Environment and Parks.
Linden has been a member of the Subcommittee for 12 years and is an active contributor to the works of the Subcommittee

<p>Responsible AEP Region/Branch</p>	<p>Vivianne Servant (Pesticide Certification Specialist) and Devon Smiegielski (Pesticide Certification Advisor) will work with the project manager to ensure the work is completed in a timely manner and approve the training manual once the work is completed.</p> <p>Vivianne and Devon oversee the contract that the Government of Alberta has signed with LC to deliver pesticide certification program in Alberta.</p> <p>Vivianne has been a member of the Subcommittee since 1989 and is currently Provincial Co-chair of the Committee. With the federal co-chair of the Subcommittee, they ensure that the Subcommittee's workplan is achieved on a yearly basis. Devon is a new member of the Subcommittee.</p> <p>Devon has newly been hired to assume the pesticide certification duties once Vivianne retires (no retirement date established to date). Vivianne is currently mentoring Devon regarding the duties of the pesticide certification specialist at AEP.</p> <p>Vivianne and Devon will work closely with LC to ensure milestones are met and AEP Justice Liaison is notified as indicated in the proposal.</p>
<p>Partners (internal or external)</p>	<p>The Federal, Provincial, Territorial Committee on Pest Management and Pesticides, Standing Subcommittee on Pesticide Education, Training and Certification in Canada (the Subcommittee) maintains the Standard and will provide input and recommendations on the first and final drafts.</p> <p>The Canadian Pest Management Association (CPMA) – is a national association of pest management companies working together to promote and foster the advancement of the structural and fumigation pest management industry across Canada. The CPMA represents their membership by providing a voice that speaks to legislators and formulators to assure that the pest management industry has the most up to date and environmentally friendly tools and legislation to work with. They also promote their industry in a professional and ethical manor with emphasis on honesty, fairness and respectfulness between and amongst their members and their customers. They also foster and support the structural and fumigation pest management industry through training and communication in order to sustain it's profitability, responsibility and competence.</p> <p>They will provide input and endorse the manual upon completion.</p>

APPENDIX "C"

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 LAKELAND COLLEGE
[a corporate entity constituted by the Post-Secondary Learning Act (Alberta)]
5707 College Drive, Vermillion AB T9X 1K5

(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 Effective Date, Orkin Canada Corporation was ordered to pay the Sentencing Fund under the creative sentencing provisions of the *Environmental Protection and Enhancement Act*;
- C. The Recipient manages the Project; and
- D. The Province and the Recipient desire to have the Recipient use the Sentencing Fund for the Project in accordance with the Project Proposals,

THEREFORE the parties agree as follows:

1. Definitions and Interpretations

1.1. In this Agreement:

- (a) "**Contract**" means one or more contracts to perform work for the Project to be awarded by the Recipient to a third party in accordance with the Project Proposals;
- (b) "**Effective Date**" means the date August 31, 2017;
- (c) "**Eligible Expenses**" means an expense incurred for the Project that meets the Project Details, as further described by Schedules A, B and C;
- (d) "**Final Report**" means the Final Report to be prepared by the Recipient and delivered to the Province in accordance with Section 4;

- (e) **"Interim Report"** means an Interim Report to be prepared by the Recipient and delivered to the Province in accordance with Section 4;
- (f) **"Milestone"** refers to the Milestones set out in the Project Proposals;
- (g) **"Minister"** means the Minister of Environment and Parks and any duly authorized representative of the Minister;
- (h) **"Project"** means each of the Recipient's projects to develop a National Fumigation Manual and a National Structural Manual, each as described in Schedules B and C;
- (i) **"Project Proposals"** means the Recipient's proposals relating to the Project, as set out in Schedules B and C;
- (j) **"Reporting Schedule"** means the timelines and dates set out in Section 4 for the Recipient to report progress of the Project to the Province;
- (k) **"Sentencing Fund"** means the amount of \$50,000 and any additions to this amount in accordance with this Agreement; and
- (l) **"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;

Schedule B – The Project Proposal for the Development of a National Structural Manual; and

Schedule C - The Project Proposal for the Development of a National Fumigation Manual.

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;
- (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 Proposals 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 account for the Sentencing Funds apart from any other amounts in the account;
 - (b) ensure that, at any given time, the Recipient is able to identify 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.
- 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 the 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 investment and business practices, 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 assets purchased.
- 4.2. The Recipient will deliver to the Province the following regarding each Project:
 - (a) a notice of the Recipient's selection of each contractor and the date each Contract is awarded, at the time each contract is awarded;
 - (b) an Interim Report for each Project

- (i) covering the period from the Effective Date until the completion of Milestone 2.5 or at the end of 13 months after the Effective Date, which even is earlier; and
 - (ii) covering the period from the previous Interim Report until the end of Milestone 3.7 or at the end of 24 months after the Effective Date, which even is earlier; and
 - (c) a Final Report for each Project, covering entire period of the Project, after the completion of Milestone 5.2.
- 4.3. The Recipient will include in each Interim Report for, in a form acceptable to the Province, at least the following information for the Project to which the Interim Report relates:
- (a) a summary of the Project to date;
 - (b) a summary of all services, supplies, equipment and other materials purchased using the Sentencing Fund, including a brief summary of the use to which they were put; and
 - (c) a summary of any revenue (including interest) earned from the Sentencing Fund;
 - (d) the amount of the Sentencing Fund remaining;
 - (e) a statement regarding the status of the Project, including a summary of any delays or problems under the Contract experienced or expected; and
 - (f) such other information the Province may reasonably request in advance.
- 4.4. The Recipient will include in the Final Report, in a form acceptable to the Province, at least the following information
- (a) a complete report detailing the Project's use of the sentencing fund, including a full accounting of all
 - (i) expenses incurred,
 - (ii) revenue earned; and
 - (iii) any amount remaining in the Sentencing Fund;
 - (b) a copy of the Manuals produced by the Project; and
 - (c) such other information the Province may reasonably request in advance.
- 4.5. The Recipient will deliver to the Province
- (a) each Interim Report within 30 days of the time specified in Section 4.2(b); and

- (b) the Final Report within 60 days after completion of Milestone 5.2; provided that if the Recipient has not completed Milestone 5.2 within 36 months of the Effective Date, the Recipient will provide a Final Report up to the end of the Term.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. 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.
- 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 the 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 the Project;
 - (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 the selection of any Eligible Expense;
 - (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 subcontractors; and
 - (f) the Recipient will, and will ensure its employees and subcontractors, 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 earliest of
- (a) 36 months after the Effective Date;
 - (b) the date the Final Report is submitted to the Province; or
 - (c) 60 days after one party provides notice to the other party of its intention to end this Agreement.
- 6.2. The Recipient will pay to the Province any portion of the Sentencing Fund remaining after the end of the Term within 15 days 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, 4.3, 4.4, 4.7, 4.8, 4.9, 5.3, 6.2, 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 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
Tele: 780-644-8355
Email: hanneke.brooymans@gov.ab.ca

To the Recipient:

Lakeland College
5707 College Drive
Vermilion, AB T9X 1K5

Attn: Linden Lundback
Tele: 780-853-8565
Email: linden.lundback@lakelandcollege.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.

IN WITNESS WHEREOF the Parties have executed this Agreement effective the date first written above

**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 LAKELAND COLLEGE

Per:

[Michael Crowe]
[Vice President, Academics]

Schedule A
Eligible Expenses

Eligible Expenses:

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

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

- expenses not contemplated by the Project Proposals;
- expenses that have no connection to the Project;
- 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 laws, 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;
- overhead, administration fees or honoraria paid to the Recipient or its employees except as expressly set out in the Project Proposals, 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

IN THE PROVINCIAL COURT OF ALBERTA
CRIMINAL DIVISION

BETWEEN:

HER MAJESTY THE QUEEN

- and -

ORKIN CANADA CORPORATION

**SECTION 234(1) THE
*ENVIRONMENTAL PROTECTION AND
ENHANCEMENT ACT***

Alberta Crown Prosecution Service
Specialized Prosecutions
300, 332 6th Ave SW
Calgary, AB
T2P 0B2