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Policy Title <b>ENVIRONMENTAL POLICY</b>	Date: <b>August 22, 2013</b>	Resolution No. <b>C/529/13</b>

**Policy Statement:**

Lacombe County is committed to a healthy environment for current and future generations. Lacombe County will focus our efforts on internal County operations in order to conserve, protect and enhance the environment in balance with social and economic needs.

**Policy Guidelines/Procedures:**

1. In all County decision-making we shall:
  - Integrate environmental considerations into all decision-making processes
  - Base all decisions on transparent and consistent policies that balance social, economic and environmental needs
  - Consider both short and long term impacts in all decisions
  
2. Lacombe County will provide leadership by:
  - Example
  - Demonstrating a financial commitment to environmental improvements
  - Instilling the ethics of environmental responsibility, through education and communication with all employees, contractors, consultants and suppliers
  - Preparing our county and community for future environmental policy measures from higher levels of government that may be more rigorous or prescriptive
  
3. In all County department practices and activities we shall:
  - Understand and comply with federal and provincial legislation
  - Implement current best management practices
  - Monitor and evaluate environmental performance to identify opportunities for improvement

Approved: August 22, 2013



Department <b>Administration</b>	Policy No. <b>AD(33)</b>	Page <b>1 of 1</b>
Policy Title <b>ENVIRONMENTAL COMMUNITY ENGAGEMENT</b>	Date: <b>July 9, 2020</b>	Resolution No. <b>C/330/20</b>

**Policy Statement:**

Lacombe County is committed to supporting our resident’s understanding of environmental sustainability and aiding them in making decisions that consider their relationships to natural systems, communities, and future generations. This goal will be supported by a three year program, made up of three components: a wetland education program, an environmental stewardship award, and a resident environmental sustainability program.

**Policy Guidelines/Procedures:**

1. The wetland education program will target grade four students and will be made up of two components:
  - a. An internal component, in which, the Environmental Coordinator will provide a wetland presentation in the classroom.
  - b. An external component, in which, the Environmental Coordinator will facilitate a field trip to a wetland.
  
2. The environmental stewardship award is designed to reward a Lacombe County resident who practices environmental conservation and sustainability on their property. Individuals must be nominated and the successful recipient will be selected by a committee made up the Environmental Coordinator, one Councilor, and one member at large (following the first year the award recipient will be asked to be the member at large).
  
3. The resident environmental sustainability program is designed to support residents with small environmental projects on their own properties. Each year will have a different initiative:
  - a. Year 1 = Rain Barrels
  - b. Year 2 = Compost Systems
  - c. Year 3 = Pollinator Packages

To encourage resident participation, Lacombe County will cost share the establishment costs on a 50/50 basis. The products will be available on a first come, first served basis and will only be available to residents of the County.

Approved: August 22, 2013

# P O L I C Y



Department <b>Agriculture <del>and Environmental</del> Services</b>	Policy No. <b>AG(2)</b>	Page <b>1 of 4</b>
Policy Title <b>WEED AND BRUSH CONTROL</b>	Date: <b>June 27, 2013</b>	Resolution No. <b>C/420/13</b>

## **Policy Statement:**

Lacombe County recognizes a responsibility to control weeds and brush on road right-of-ways as well as on County owned property. Responsibility for weed control is legislated under Alberta's *Weed Control Act*. Weed control will be carried out to prevent the establishment of ~~restricted p~~Prohibited n~~Noxious and Noxious~~ weeds and to prevent and control the spread of noxious weeds. ~~Nuisance weeds may also be controlled.~~ Brush species will be controlled to enhance public safety on roads and protect the integrity of the road surface.

In carrying out control of weeds and brush, Lacombe County will employ an Integrated Vegetation Management approach. This approach will employ methods of vegetation control that are effective and provide for a minimum amount of impact on the surrounding environment.

## **Guidelines/Procedures:**

### 1. Strategies for Control

The following strategies may be employed for the control of weeds and brush:

- a) Application of registered herbicides;
- b) Mowing or hand cutting; and
- c) A combination of mowing and herbicide applications.

### 2. Scope of Program

This work will be carried out on the following lands as determined by the County ~~Commissioner~~Manager, or designate:

- a) All County owned properties;
- b) All County controlled road right-of-ways; and
  - On provincial road right-of-ways when directed by agreement with the Government of Alberta.
  -
- c)

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### 3. Herbicide Application Operations

- a) All herbicide applications are to be carried out in a safe and responsible manner and only when weather conditions are favorable.
- b) Water used with the herbicides will only be obtained from safe sources such as municipal water systems.
- c) ~~At least one operator per sprayer unit~~ Sprayer Operator(s) shall be licensed and the operator(s) shall record all the necessary information required by Alberta Environment and Parks Sustainable Resource Development and the County.
- d) Personal protective equipment safety equipment such as respirators, ~~extra~~ replacement cartridges, aprons, potable water, rubber gloves, etc. must be available on each spray unit and utilized by sprayer operators for the operator's use.
- e) The following areas are not to be sprayed:
- i. ~~Sixty-one (61) metres (200 ft.) on either side~~ Directly in front of a farmstead or a residence on both sides of the road allowance. Noxious weed control in t This area is the responsibility of the respective landowner or person in possession of the land. Add where noxious weeds are found, get verbal approval or signed agreements to go in and control.
  - ii. Alongside planted shelterbelts if the wind direction is not favorable.
  - iii. Alongside sensitive crops such as canola, potatoes, alfalfa, clover, peas, etc.
  - iv. Alongside greenhouse operations, tree nurseries and gardens.
  - v. Beyond the property line of the road allowance.
  - vi. Areas designated as "No Spray" Zones pursuant to County Policy AG(7).
- f) All herbicide applications will be carried out in accordance with label recommendations.
- g) ~~In addition to the requirements of this policy all herbicide applications will be conducted in accordance with the guidelines set out by the Industrial Vegetation Management Association of Alberta (IVMAA).~~

### 4. Mowing Operations

- a) ~~4. Mowing operations will be conducted in accordance with IVMAA guidelines.~~
- b) Operators shall at all times consider road traffic when conducting mowing operation.

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- e)b) Mowing units will be equipped with beacons and flashing lights and shall be operating at all times when mowers are cutting.
- e)c) When mowers are used to cut brush species the maximum caliper diameter of the brush should not exceed 4" (10 cm).
- e)d) Mowing will only be carried out during daylight hours and not during foggy weather.
- f)e) Mower operators will be trained to ~~recognize-identify~~ Prohibited noxious and noxious weeds ~~Scentless chamomile. Scentless chamomile~~ Noxious weeds ~~Scentless chamomile in the blooming stage~~ will be hand-picked and bagged when discovered.

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Approved: February 10, 2005  
Revised: May 26, 2011  
Revised: June 27, 2013

# P O L I C Y



Department <b>Agriculture Services</b>	Policy No. <b>AG(3)</b>	Page <b>1 of 1</b>
Policy Title <b>SPRAYER RENTAL PROGRAM</b>	Date: <b>June 27, 2013</b>	Resolution No. <b>C/420/13</b>

## **Policy Statement:**

Lacombe County supports the control of prohibited noxious and noxious weeds on private property. Accordingly, the County will provide its residents, on a rental basis, slide-in sprayers for the purpose of controlling weeds on private property.

## **Guidelines/Procedures:**

### 1. Rental Equipment

- a) One - 200 gallon slide-in sprayer;
- b) One - 150 gallon slide-in sprayer; and
- c) Two – 400 gallon pull-type pasture sprayers.

### 2. Rental Fees

- a) Rental fees outlined in Lacombe County [Policy AD\(7\) Fees and Charges Schedule 2—Agricultural Services-Bylaw No. 1322/20](#)

### 3. Program

- a) A minimum one-day (24 hours) rental period will apply.
- b) Rental over a weekend shall be deemed a 2-day rental.
- c) The units must be returned full of fuel and with a clean tank.
- d) Renters are required to provide a cheque to Lacombe County for the damage deposit. The damage deposit will be applied to cover any damages caused to the unit by the renter, to clean the tank at a flat rate of \$50 or fill up the fuel tank.
- e) Instructions for use will be provided to each renter.

Approved: June 10, 2004  
Revised: May 26, 2011  
Revised: April 26, 2012  
Revised: June 27, 2013

# P O L I C Y



Department <b>Agriculture <u>and Environmental Services</u></b>	Policy No. <b>AG(4)</b>	Page <b>1 of 3</b>
Policy Title <b>COYOTE CONTROL DEVICES AND CHEMICALS</b>	Date: <b>June 27, 2013</b>	Resolution No. <b>C/420/13</b>

**Policy Statement:**

The *Agricultural Pests Act* and Regulation ~~declares~~~~names~~ the coyote as a nuisance animal in Alberta and authorizes the use of restricted devices and ~~poisonous materials~~~~chemicals~~ to control this nuisance. The provincial government has developed a coyote predation management program (CPMP), which is to be administered by Alberta's Agricultural Service Boards (ASB). Accordingly, Lacombe County will assist producers with coyote control pursuant to this policy and in accordance with the provincial coyote control legislation and the CPMP.

**Guidelines/Procedures:**

1. Producers may receive restricted devices or ~~poisonous materials~~~~chemicals~~ from the County for the purpose of controlling coyotes, subject to the following:
  - a) They have had confirmed losses of cattle, sheep or poultry,
  - b) They have had a history of livestock, sheep and poultry losses, or
  - c) They have witnessed coyotes harassing livestock, sheep and poultry on their property.
2. Predation on pets and unconfirmed kills shall not justify the issuance of restricted devices and ~~poisonous materials~~~~chemicals~~.
3. Producers experiencing repeated coyote predation kills that have ~~inadequate~~~~poor~~ facilities and practice undesirable management skills may be refused the issuance of restricted devices and ~~poisonous materials~~~~chemicals~~ upon the sole discretion of the County ~~Commissioner~~Manager, or designate.
4. Restricted devices and ~~poisonous materials~~~~chemicals~~ shall not be issued for monetary purposes such as killing coyotes for fur pelts.
5. Producers may be issued the below noted control devices and ~~poisonous materials~~~~chemicals~~ during the following time-frames provided that they have had sufficient training in the use of such devices and chemicals:

Device	No.	Time Frame
Snares	3	Year Round
Sodium Monofluoracetate (Compound 1080 Tablets)	6	Year round



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Revised: May 26, 2011  
Revised: June 27, 2013

# P O L I C Y



Department <b>Agriculture Services</b>	Policy No. <b>AG(5)</b>	Page <b>1 of 1</b>
Policy Title <b>BEAVER FLOOD CONTROL</b>	Date: <b>June 27, 2013</b>	Resolution No. <b>C/420/13</b>

## **Policy Statement:**

Recognizing that beaver activity can negatively impact municipal infrastructure, Lacombe County will undertake beaver control when such activity has, or may have, a detrimental effect on County roads and associated drainage works.

## **Guidelines/Procedures:**

1. Trapping and shooting of beavers, removal and blasting of beaver dams and unplugging of road culverts and bridges shall take place on County road right-of-ways as determined by the County ~~Commissioner~~ Manager or designate.
2. If a County road is negatively impacted due to beaver activity on private land, the County will undertake beaver control on such land only if written permission to do so is provided by the land owner or the person in possession of the land.
3. The transportation, handling and use of explosives by County personnel when undertaking beaver control shall comply with all government regulations and County safety policies.
4. All undertakings to control beavers will be in accordance with Alberta trapping regulations.

Approved: March 25, 1987, Agriculture Committee  
Revised: April 23, 1991, Agriculture Committee  
Revised: August 18, 1992, Agriculture Committee  
Revised: March 7, 1996, Agriculture Committee  
Revised: February 10, 2005  
Revised: June 23, 2011  
Revised: June 27, 2013

# P O L I C Y



Department <b>Agriculture Services</b>	Policy No. <b>AG(6)</b>	Page <b>1 of 1</b>
Policy Title <b>VIRULENT BLACK LEG OF CANOLA</b>	Date: <b>June 27, 2013</b>	Resolution No. <b>C/420/13</b>

## Policy Statement:

Due to the significant damage that Virulent Black Leg inflicts on canola, resulting in major crop yield reductions, the Lacombe County Agricultural Service Board supports actions to control and eliminate Virulent Black Leg, which is considered a pest under Alberta's *Agricultural Pests Act*.

## Guidelines/Procedures:

1. Positive identification of virulent black leg shall normally be obtained by a laboratory test, or any other means approved by the County ~~Commissioner~~ Manager, or designate.
2. A "Notice to Control Pests" shall be issued pursuant to the *Agricultural Pests Act*, by the County ~~Commissioner~~ Manager, or designate, to any landowner or tenant of land infested with virulent black leg. The notice shall contain the conditions noted in Appendix 1 below.
3. All owners and tenants of land surrounding the virulent black leg infested land shall be notified of the pest and encouraged not to plant canola on adjoining lands for a period of three years.

### **APPENDIX 1 Black Leg Control on Infested Land**

1. Bury canola residue (stubble, straw) in the fall, or just prior to planting a non-canola crop in early spring if soil erosion is a problem on the land.
2. In the three seasons immediately following the issuance of this Notice, to avoid bringing any infected canola residue to the surface, shallow tillage or direct seeding of non-host crops shall be used.
3. Black leg infested land must be kept in non-host crops such as cereal, grass, alfalfa, clover or peas for three years immediately following the issuance of this Notice.
4. The non-host crop planted on known infested land must be kept free of any wild mustard or volunteer canola.
5. Seed harvested from infested crops shall be prohibited for use as seed and shall be sold for crushing or export only.

Approved: April 18, 1989, Agriculture Committee  
Revised: March 7, 1996, Agriculture Committee

Revised: June 23, 2011  
Revised: June 27, 2013

# P O L I C Y



Department <b>Agriculture <del>Services</del></b>	Policy No. <b>AG(7)</b>	Page <b>1 of 2</b>
Policy Title <b>"NO SPRAY" REQUESTS</b>	Date: <b>June 27, 2013</b>	Resolution No. <b>C/420/13</b>

## Policy Statement:

Lacombe County recognizes that some landowners/tenants may not be in favour of the County using herbicide to control vegetation (weeds and brush) on County roads, trails and right-of-ways adjacent to their property. Accordingly, to accommodate these landowners/tenants Lacombe County may agree to allow them to carry-out vegetation control on County roads, trails and right-of-ways adjacent to their property.

## Guidelines/Procedures:

1. The County will provide notice through local newspapers, the County News and the County website of its intent to carry-out vegetation control on roads, trails and right-of-ways prior to the spray season. The notices will make reference to a "No Spray" request form.
2. Landowners/tenants wishing to request that the County not use herbicides for vegetation control adjacent to their land must complete and submit a "No Spray" request form to the County's Manager of Agriculture & Environmental Services ~~Agricultural Fieldman~~ prior to April 1<sup>st</sup> of the "No Spray" year. "No Spray" requests can be made for a one-year or three-year period.
3. Should the County agree to the "No Spray" request, the landowner/tenant shall be responsible for controlling all noxious and restricted weeds designated under the *Weed Control Act*, prior to July 15<sup>th</sup> of each year of the "No Spray" agreement, or as otherwise deemed necessary by the County ~~Commissioner~~ Manager, or designate.
4. In the event that the landowner/tenant does not control all noxious and restricted weeds pursuant to Section 3 of this policy, the County will carry-out the control by any means necessary.
5. All "No Spray" agreements shall be automatically terminated if control of the noxious and restricted weeds by the landowner/tenant is not carried out to the satisfaction of the County ~~Commissioner~~ Manager, or designate.
6. The County reserves the right to cancel any "No Spray" agreement at any time and carry-out weed control as deemed necessary.
7. The County will, to the best of its ability, avoid applying herbicides to any land that has a current "No Spray" agreement in effect, provided that all requirements of this policy are met by the landowner/tenant to the satisfaction of the County ~~Commissioner~~ Manager, or designate. Notwithstanding, the County will not guarantee that no herbicides will be applied to any of its roads, trails and right-of-ways.

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Approved: February 10, 2000  
Revised: June 23, 2011  
Revised: June 27, 2013



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Department <b>Agriculture and Environmental Services</b>	Policy No. <b>AG(8)</b>	Page <b>1 of 2</b>
Policy Title <b>WEED INSPECTION and Weed Notice</b> <del>NOTICE WORK</del>	Date: <b>June 23, 2011</b>	Resolution No. <b>C/405/11</b>

**Policy Statement:**

In recognition of the severe problems caused by prohibited noxious and noxious weeds, Lacombe County will implement a weed control program in accordance with the Weed Control Act which will include the inspection of lands, issuance of a Notice to Remedy Weed Problem (Weed Notice), and subsequent control actions in situations where Weed Notices are not complied with.

[Weed Inspection Guidelines/Procedures](#)

**Weed Notice Guidelines/Procedures:**

1. Where a landowner/tenant has been issued a Weed Notice and fails to comply with such notice the County shall:
  - (a) hire a private contractor to carry-out the actions required pursuant to the Weed Notice, and charge the full invoice for such work to the landowner/tenant, or
  - (b) if a private contractor is unable to complete the actions required under the Weed Notice in a timely fashion, as determined by the County Commissioner/Manager, or his designate, the County shall use its own equipment and personnel to complete such actions and charge the landowner/tenant for the work in accordance with the rates outlined in County Policy AD(7) Fees and Charges.

Approved: July 18, 2000





# P O L I C Y

Department <b>Agriculture <del>and Environmental</del> Services</b>	Policy No. <b>AG(9)</b>	Page <b>1 of 1</b>
Policy Title <b>SKUNK TRAPS</b>	Date: <b>June 23, 2011</b>	Resolution No. <b>C/406/11</b>

## **Policy Statement:**

To assist in dealing with problem skunks Lacombe County will provide County ratepayers and residents with skunk traps.

## **Guidelines/Procedures:**

1. Skunk traps are to be used for the purpose of trapping and removing problem skunks and not for commercial trapping.
2. Skunk trap requests are to be made through the County office.
3. Ratepayers/residents are responsible for picking up/retuning skunk traps to the County shop.
4. Traps must be returned within two weeks from the date of pick-up.
5. Prior to picking up skunk traps ratepayers/residents are required to post a deposit in an amount as outlined in County ~~Policy AD(7) Fees and Charges~~ Bylaw No. 1322/20.
6. The damage deposit will be retained by the County if:
  - (a) The trap is not returned within the two weeks from the date of pick-up, or
  - (b) The trap is returned damaged.



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Department <del>—Agriculture and Environmental Services</del>	Policy No. <b>AG(10)</b>	Page <b>1 of 2</b>
Policy Title <b>MAINTENANCE OF LAND RECLAMATION &amp; DRAINAGE PROJECTS</b>	Date: <b>June 23, 2011</b>	Resolution No. <b>C/407/11</b>

**Policy Statement:**

Lacombe County recognizes that it has an obligation to administer maintenance funds collected for the following land reclamation and drainage project agreements that were completed under the Alberta Environment Water Management and Erosion Program:

- Rainy Creek Water Management Project
- Evarts West Water Management Project
- Bradley Water Management Project
- Andrew Water Management Project

**Guidelines/Procedures:**

1. When project members determine there is a need for maintenance they shall contact the County's ~~Agricultural Fieldman~~ Manager of Agriculture & Environmental Services, by letter.
2. The Manager of Agriculture & Environmental Services ~~Agricultural Fieldman~~ shall inspect the drainage project and review the issues outlined in the letter.
3. The Manager of Agriculture & Environmental Services ~~Agricultural Fieldman~~ shall convene a meeting of the members of the respective projects.
4. Decisions regarding project maintenance and the level of maintenance funds must be made in accordance with the respective project agreements.
5. Lacombe County may appoint its Manager of Agriculture & Environmental Services ~~Agricultural Fieldman~~ to supervise project maintenance activities.
6. Lacombe County's contribution to project maintenance shall be at the discretion of Council and shall only be considered when such maintenance is determined to improve existing municipal infrastructure.

Approved: March 25, 1987, Agriculture Committee  
Revised: March 7, 1996, Agriculture Committee  
Revised: February 10, 2000  
Revised: February 10, 2005

Revised: June 23, 2011

# P O L I C Y



Department <b>Agriculture Services</b>	Policy No. <b>AG(11)</b>	Page <b>1 of 2</b>
Policy Title  <b>CLUBROOT OF CANOLA</b>	Date:  <b>December 10, 2020</b>	Resolution No.  <b>C/619/20</b>

## **Policy Statement:**

Lacombe County recognizes that Clubroot of Canola is a serious problem and supports actions to control the spread of this disease, which is considered a pest under Alberta's *Agricultural Pests Act*.

Lacombe County recognizes the importance of canola as an economic crop for grain and oilseed producers and is aware of the implications that clubroot of canola has on County landowners.

## **Guidelines/Procedures:**

1. Clubroot inspections will be conducted by the Manager of Agriculture & Environmental Services or by Inspectors appointed by the County.
2. The minimum annual inspection level shall be:
  - a) One field per township randomly selected,
  - b) Fields showing symptoms of clubroot of canola.
3. Inspectors will follow procedures established by the County with respect to proper sampling techniques and protocols for entering upon land.
4. Positive identification of clubroot of canola shall be confirmed by certified laboratory testing.
5. When land is confirmed positive for clubroot of canola a "Notice to Control Pests" shall be issued pursuant to the *Agricultural Pests Act*, by the County Manager, or designate, to any landowner or tenant of land infested with clubroot of canola.
6. The "Notice to Control Pests" may include any or all of the following conditions:
  - a) The growing of canola, mustard and cruciferous crops shall be prohibited for a period of two years,
  - b) If clubroot is discovered in an area less than 40 acres in size, the restriction for growing canola, mustard and cruciferous crops may be limited to one legal subdivision (LSD); this area could be further reduced if the landowner/tenant enters into a Management Plan drafted and agreed upon by both the landowner/tenant and Manager of Agriculture & Environmental Services,
  - c) If clubroot is found in the field in an area over 40 acres in size, the restriction for growing canola, mustard and cruciferous crops will pertain to the entire field,

- d) After two years the following canola crop must be a registered a clubroot resistant variety of canola, and the landowner/tenant must notify the Manager of Agriculture & Environmental Services, in writing, of his intent to grow a clubroot resistant canola variety,
  - e) The landowner/tenant disturbing the soil shall be responsible for following best management guidelines set out by the Alberta Clubroot Management Plan to reduce the spread of disease through the movement of soil and equipment.
7. Fields with a "Notice to Control Pests" issued under the Alberta Agricultural Pests Act, shall be inspected on an annual basis for the presence of prohibited crops.
  8. Prohibited crops grown within a two-year period will be destroyed using any appropriate means. Landowner or occupant will not be compensated for loss of crop.
  9. All owners and tenants of land surrounding the lands infested with clubroot of canola shall be notified of the pest.

Approved: January 24, 2008  
Revised: June 23, 2011  
Revised: January 31, 2013  
Revised: June 27, 2013  
Revised: July 11, 2014  
Revised: April 28, 2016



Department <b>Agriculture <del>and Environmental</del> Services</b>	Policy No. <b>AG(12)</b>	Page <b>1 of 1</b>
Policy Title <b>WEED SPRAYING SERVICES</b>	Date: <b>June 27, 2013</b>	Resolution No. <b>C/420/13</b>

**Policy Statement:**

Landowners are responsible for weed control pursuant to the Alberta *Weed Control Act*. Weed control is carried out to prevent the establishment of prohibited noxious weeds and to prevent and control the spread of noxious weeds, protecting farmland as well as native ecological systems.

Lacombe County recognizes that weeds listed under Alberta’s *Weed Control Act*, typically are hard to control species requiring specialized equipment, registered herbicides, and certified applicators.

**Guidelines/Procedures:**

- a) Lacombe County will, subject to budget allocations, identify, purchase and maintain specialized herbicide application equipment, capable of providing weed control in range and pasture lands, County reserve lands, and non-crop areas.
- b) Request for spraying services will be prioritized by County ~~Commissioner~~Manager, or designate in the following order:
  - i. Weed Notice Enforcement
  - ii. County Reserve Lands
  - iii. Lacombe County residents request for spraying services
  - iv. Nonresidents – request for services by cities, towns, villages, and other government agencies.
- c) Fees for service as outlined in County ~~Policy AD(7) Fees and Charges Schedule 2 will apply.~~Bylaw No. 1322/20.

**Herbicide Application Operations:**

- a) All herbicide applications are to be carried out in a safe and responsible manner and only when weather conditions are favorable.
- b) Sprayer operator shall be licensed and the operator shall record all the necessary information required by Alberta Environment and Sustainable Resource Development and the County.
- c) Safety equipment such as respirators, extra cartridges, aprons, potable water, rubber gloves, etc. must be available on spray unit for the operators’ use.
- d) All herbicide applications will be carried out in accordance with label recommendations.



Department <b>Agriculture</b>	Policy No. <b>AG(13)</b>	Page <b>1 of 2</b>
Policy Title <b>Alternative Land Use Services Program</b>	Date: <b>August 11, 2016</b>	Resolution No. <b>C/413/16</b>

**Policy Statement:**

Lacombe County recognizes the value that the Agriculture Industry has on the economic, social, and historical fabric of Lacombe County.

Lacombe County recognizes that agricultural activities have an impact on land and water resources and wishes to promote sustainable agriculture practices insuring the agricultural industry remains viable for future generations.

Lacombe County recognizes that agriculture producers within the County are interested in receiving financial compensation for implementing best management practices which enhance and maintain ecosystem services.

Lacombe County endorses the Alternative Land Use Services (ALUS) model as an appropriate means for providing financial compensation to agriculture producers for providing ecosystem services on their lands.

**Guidelines/Procedures:**

1. Lacombe County will enter into agreement with Alternative Land Use Services (ALUS) to deliver an extension program which benefits agricultural producers by providing financial compensation for making beneficial practice changes which are recognized as delivering ecosystem services.
2. The ALUS program will be completely voluntary and will be made available to agriculture producers who express interest in entering into a partnership in the program.
3. Lacombe County will administer the program on behalf of ALUS within Lacombe County borders.
4. Lacombe County will establish a Partnership Advisory Committee (PAC) which will be responsible for determining the ALUS Program priorities and procedures and negotiating partnership agreements with agriculture producers.
5. The composition of the PAC in conjunction with ALUS principals shall be comprised of at least fifty percent (50%) area agriculture producers.
6. The composition of the PAC shall include:
  - a) 4 – active agriculture producers from within Lacombe County
  - b) 1 – County Councillor

7. Lacombe County will establish a Technical Committee to assist the PAC in setting priorities and administering the deliverables of the ALUS Program.
8. The composition of the Technical Committee will include:
  - a. Agricultural Fieldman – responsible for the overall administration of the ALUS Program
  - b. Environmental Coordinator
  - c. Assistant Agricultural Fieldman
  - d. Invited members of external organizations

Approved: August 11, 2016



# P O L I C Y



Department <b>Agriculture <u>and Environmental Services</u></b>	Policy No. <b>AG(14)</b>	Page <b>1 of 2</b>
Policy Title <b>Financial Support for Local 4-H Clubs</b>	Date: <b>May 24, 2018</b>	Resolution No. <b>C/319/18</b>

## Policy Statement:

Lacombe County recognizes that the agriculture industry has a long history and is by far the most prominent land use within the municipality. Council is committed to ensuring the agricultural community continues to be an integral part of and contributor to the fabric of the County's economic, social and environmental existence.

4-H Alberta has a strong historical presence in rural Alberta. Today, it is recognized as the premier agricultural youth leadership organization in Alberta. 4-H Alberta mandate is to inspire, educate, and develop members who are outstanding rural and urban youth, leaders, and engaged citizens.

In recognition of the opportunities provided by 4-H Alberta and the ongoing development of rural youth, Lacombe County agrees to provide financial support to 4-H Alberta clubs located within Lacombe County.

## Guidelines/Procedures:

1. 4-H clubs registered with 4-H Alberta and located within Lacombe County as outlined in Schedule "A", are eligible to apply for financial support on a yearly basis.
2. ~~Agricultural Fieldman~~ Manager of Agriculture & Environmental Services will contact the Alberta Agriculture and Forestry 4-H Specialist in December of each year to confirm the number of registered 4-H Alberta clubs operating within the County.
3. Applications for financial support must be received by January 31 of each year.
4. A copy of the of the club's previous year's financial statements and the current year's budget must accompany all applications.
5. Authorized financial support shall be provided by February 28 of each year provided the application requirements of this policy have been met.
6. The County Manager (or designate) is authorized to issue payment for financial support to eligible 4-H Alberta clubs provided such support has been included in the County's operating budget.
7. The financial support shall be divided evenly amongst all eligible 4-H Alberta clubs who submit an application.

8. Financial support shall be indexed annually for inflation in an amount as determined by Council.

**SCHEDULE "A"**

**Registered 4-H Alberta clubs located within Lacombe County**

1. Bashaw Canine
2. Bashaw Multi 4-H Club
3. Blindman Valley 4-H Multi Club
4. Central Lacombe 4-H Beef
5. East Lacombe Beef
6. Gilby 4-H Beef
7. Lacombe Outsiders 4-H Multi
8. Nebraska Multi 4-H
9. Paws R Us 4-H Canine Club
10. Snowy River Riders 4-H Club
11. Tees 4-H Wranglers Light Horse & Rodeo Club
12. Udderly Unique 4-H Dairy Club

# P O L I C Y



Department <b>Agriculture <u>and Environmental</u> Services</b>	Policy No. <b>AG(15)</b>	Page <b>1 of 7</b>
Policy Title <b>Temporary Grazing of Livestock Along Roadsides</b>	Date: <b>May 23, 2019</b>	Resolution No. <b>C/215/19</b>

## **Policy Statement:**

Lacombe County understands that climatic conditions play a major factor in agriculture operations. Western Canada has historically experienced growing seasons of extreme drought conditions.

Lacombe County wishes to assist livestock owners in years where periods of drought may cause livestock feed shortages by permitting their livestock to graze County road ditches.

## **Guidelines/Procedures:**

1. Livestock owners may fence roadsides adjacent to their own property.
2. Livestock species includes and is limited to cattle, goats, horses and sheep.
3. Livestock may graze roadsides adjacent to gravel roads, machinery roads and undeveloped road allowances. Grazing roadsides adjacent to paved surfaces is prohibited.
4. Roadsides shall be fenced with a portable electric fence and energized while livestock are present. Fencing must meet generally accepted practices of animal husbandry to contain grazing livestock.
5. Fences shall be erected a minimum of 24 inches from the road surface.
6. Fences must be removed from roadsides by October 1.
7. Should the livestock owner not remove the fencing by October 1 the County shall deem fencing to be abandoned and will remove and dispose of fence at livestock owner's expense.
8. Livestock owners shall monitor on a daily basis to ensure:
  - a. livestock are secured inside fenced area;
  - b. fence is energized; and
  - c. animal husbandry is being met
9. Livestock must be removed from roadsides each night (prior to sunset) for safety of livestock and road users.
10. Livestock owners interested in temporarily grazing County roadsides must enter into a signed agreement as attached in Schedule A.

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**Schedule "A"**  
**Temporary Grazing Agreement**

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BETWEEN:

**LACOMBE COUNTY**  
a municipal corporation pursuant to  
the laws of the Province of Alberta  
(hereinafter referred to as "the County")

-and-

\_\_\_\_\_  
of \_\_\_\_\_  
in the Province of Alberta  
(hereinafter referred to as "the Grazer")

WHEREAS:

1. The County has control and management of the open Road Allowance,
  - a. Which road allowance is registered in the Land Titles Office for the North Alberta Land Registration District as Road Plan \_\_\_\_\_ (hereinafter referred to as the "Road Allowance")
2. The Grazer is the registered owner of certain lands and premises which abut the Road Allowance described as:
 

\_\_\_ Quarter \_\_\_ Section \_\_\_ Township \_\_\_ Range West of the \_\_\_ Meridian (hereinafter referred to as the "Grazer's Land")
3. The Grazer desires to graze livestock on a temporary basis on a portion of the Road Allowance from the County under the terms and conditions contained herein; and
4. The County is prepared to grant the Grazer the temporary right to use that portion of the Road Allowance for the purpose of grazing livestock, subject to the terms and conditions contained herein.

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NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, covenants, conditions and terms contained herein, the parties hereto agree as follows:

1. The County does hereby, in consideration of the sum of one (\$1.00) dollar, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and conditions herein contained, grant permission to the Grazer to use, for the purposes herein specified, that portion of the Road Allowance which abuts the Grazer's Land (hereinafter referred to as the "Grazing Area").
2. The Grazer's use of the Grazing Area shall at all times comply with the requirements of County Policy AG(15), Temporary Grazing of Livestock Along Roadsides, as amended or replaced from time to time, and this Temporary Grazing Agreement.
3. The terms of the rights and obligations herein granted shall commence upon execution of the Temporary Grazing Agreement and shall end on October 1, 20\_\_\_\_.
4. The term of the rights and obligations herein granted shall be limited solely for the purpose and uses specified in Schedule B attached hereto and the Grazer shall not cause or permit any other activity whatsoever within the Grazing Area.
5. The Grazer agrees that all fencing shall be removed from roadside by the date of expiration or termination of this Temporary Grazing Agreement, howsoever it occurs.
6. The Grazer acknowledges that should he/she fail to remove the fencing by the date of expiration or termination of the Temporary Grazing Agreement, howsoever it occurs, the County shall deem the fence abandoned and remove and dispose of the fence materials at the Grazer's expense.
7. The Grazer acknowledges and agrees that its rights to enter upon and use the Grazing Area shall not confer upon the Grazer any exclusive right whatsoever in respect to use or occupation of the Grazing Area, and that the Grazer shall have no claim to the Grazing Area other than as herein provided.
8. The Grazer shall not assign either in whole or in part any of the rights herein conferred upon the Grazer.
9. The Grazer acknowledges that the County may deem it necessary or appropriate, from time to time, to cause or allow third parties to construct or install permanent underground or above ground utility lines, pipeline facilities, and transmission lines which will cross the Grazing Area, or to perform such other work upon the Grazing Area as may be deemed necessary in the sole discretion of the County including but not limited to performing weed control, brush control, and grass cutting, and the Grazer acknowledges and agrees that the Grazer shall in no way interfere or hinder the construction, installation, repair, maintenance, or work undertaken by the County or any person to whom the County has granted such permission.

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10. The Grazer shall indemnify and hold harmless the County, its employees, and agents from and against any and all claims, damages, costs (including without restriction, all legal and professional costs on a solicitor and his own client full indemnity basis), losses, expenses, actions, and suits of every kind and nature caused by; or arising directly or indirectly out of the existence of this Grazing Agreement, the exercise or purported exercise of any of the rights granted within this Agreement or by reason of any matter or anything done, permitted or omitted to be done by the Grazer or their heirs, executors, administrators, and assigns whether occasioned by negligence or not.
11. The Grazer shall compensate the County for all damage to property of the County arising out of the activities of the Grazer on or adjacent to the Grazing Area, whether or not such activities are in pursuance or purported pursuance of the rights herein granted to the Grazer.
12. The Grazer acknowledges and agrees that all property of the Grazer which may hereafter be located on, under, over, or adjacent to the Grazing Area shall be at the sole risk of the Grazer and the County shall not be liable for any loss or damage thereto howsoever occurring and the Grazer hereby releases and indemnifies the County from and against all actions, claims, demands, suits, or proceedings whatsoever in respect of any such loss or damage, except and to the extent of which such loss or damage is caused by the negligence of the County or its servants or agents.
13. If in the opinion of the County the Grazer undertakes or permits any activity whatsoever within the Grazing Area which may be a nuisance or cause damage, or in the event that the County is of the opinion that the Grazer has undertaken or permitted any activity whatsoever which is inconsistent with the terms hereof, then the County, in its absolute discretion may give the Grazer notice of immediate termination of the Grazing Agreement and the rights herein conferred upon the Grazer and the Grazer shall forthwith vacate the Grazing Area.
14. Notwithstanding anything to the contrary herein, it is understood between the County and the Grazer that the County shall have the absolute right and privilege to terminate this Grazing Agreement herein granted (together with all rights contained herein or ancillary thereto) without cause and without penalty upon the County providing to the Grazer seven days' written notice of such termination.
15. The Grazer acknowledges and agrees that the total rights secured by the Grazer are only such rights as are specific herein and that the County has made no representations, warranties, promises, or agreements, either expressed or implied, beyond those contained herein.
16. The rights herein conferred upon the Grazer are not, and shall not be construed as, covenants running with the land and the Grazer shall not register at the Land Titles Office any instrument whatsoever which claims any interest, legal, or equitable, in the lands within the Grazing Area.

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17. The Grazer agrees to give the County prompt written notice of any accident or any damage or injury occurring on the Grazing Area howsoever caused.

18. Any notice to be given by one party hereto the other shall be in writing and shall either be delivered personally or mailed by prepaid registered mail to the other party at the address shown below. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the seven days thereafter.

19. Notice shall be given:

**The County:** Lacombe County  
RR 3  
Lacombe AB T4L 2N3

**The Grazer:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Postal Code: \_\_\_\_\_

20. The Temporary Grazing Agreement shall be binding upon the parties hereto, their executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written:

**Lacombe County**

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

Per: \_\_\_\_\_

**The Grazer**

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

Per: \_\_\_\_\_

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**Schedule "B"**  
**Uses Permitted**

The Grazer shall:

1. Fence roadsides adjacent to their own property.
2. Graze roadsides adjacent to gravel roads, machinery roads, and undeveloped road allowances. Grazing roadsides adjacent to paved surfaces is prohibited.
3. Graze livestock species, which includes and is limited to cattle, goats, horses and sheep.
4. Fence roadside with a portable electric fence. Fence must meet generally accepted practices of animal husbandry to contain grazing livestock.
5. Ensure fence is erected a minimum of 24 inches from road surface.
6. Monitor grazing area on a daily basis to ensure:
  - a. Livestock are secured inside fenced area
  - b. Fence is energized
  - c. Animal husbandry is being met
7. Remove livestock from roadsides each night (prior to sunset) for safety of livestock and road users.

Approved: May 23, 2019



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**AFFIDAVIT OF EXECUTION**

CANADA ) I, \_\_\_\_\_

PROVINCE OF ALBERTA ) of \_\_\_\_\_

TO WIT: ) in the province of Alberta

**MAKE OATH AND SAY:**

1. That I was personally present and did see <<Grazer>> named in the within (or annexed) instrument, who are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at \_\_\_\_\_, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know said <<Grazer>> and is, in my belief, of the full age of eighteen years.

Sworn before me at \_\_\_\_\_ )  
in the Province of Alberta this \_\_\_\_\_ )  
day of \_\_\_\_\_, 20\_\_\_\_ ) \_\_\_\_\_

\_\_\_\_\_)  
A COMMISSIONER FOR OATHS IN AND  
FOR THE PROVINCE OF ALBERTA