



2024 NO SPRAY AGREEMENT

BETWEEN: THE COUNTY OF VERMILION RIVER
(hereinafter called the "County")

-and-

(hereinafter called the "Landowner")

WHEREAS the County of Vermilion River recognizes that certain Landowners are willing to control weeds, woody vegetation (brush) and tall vegetation; and

WHEREAS the County of Vermilion River, in exchange for the Landowner's control of weeds, woody vegetation and tall vegetation, will refrain from spraying herbicides on municipal right of ways adjacent to a Landowner's property;

AND WHEREAS the Parties agree as follows:

Ratepayer Initials

1. With a signed No Spray Agreement, the Landowner is permitted to maintain the municipal right of way adjacent to their property using methods other than herbicide application subject to the conditions listed herein. _____
2. With a signed No Spray Agreement, the Landowner agrees to maintain the municipal right of way adjacent to their property to County standards and understands that this may require significant work on the Landowners behalf. Zero maintenance of the municipal right of way is not acceptable and may result, with or without notice, in herbicide application by the County. _____
3. The Landowner is the owner of the lands adjacent to the municipal right of way, or has an interest in the lands adjacent to the municipal right of way by reason of being an occupant of the lands, which form part of this No Spray Agreement. The Landowner warrants that they have the full power and authority necessary to enter into this No Spray Agreement and fully comply with the terms outlined herein. _____
4. The Landowner must apply and enter into a No Spray Agreement on or before May 31 annually to be eligible. The County resumes control of the municipal right of ways if a No Spray Agreement has not been entered into or renewed the following year. _____



5. This No Spray Agreement is effective from May 31 to October 15 of the year in which it was entered into, unless terminated earlier by either party. _____

6. Upon execution of a No Spray Agreement, the Landowner agrees to control all weeds, woody vegetation under two (2) meters in height, tall vegetation, prohibited noxious weeds, and noxious weeds to County standards, along the municipal right of way between the Landowner's property boundary and the center line of the municipal road in an effective and timely manner. Weed control must be completed by June 15 of each year and regularly maintained throughout the growing season. _____

7. In consideration of the Landowner's willingness to control weeds, woody vegetation, tall vegetation, prohibited noxious weeds, and noxious weeds under this No Spray Agreement, the County will make a reasonable effort to avoid applying herbicides provided that all of the conditions contained within the agreement have been met to the satisfaction of the Agricultural Fieldman. _____

8. If the Landowner fails to destroy prohibited noxious weeds or control noxious weeds, woody vegetation, or tall vegetation on lands listed in the No Spray Agreement to the County's standards by July 15 of the year in which the agreement was entered into, the County may terminate, with or without notice, the No Spray Agreement immediately. Although the County will make a reasonable effort to notify the Landowner, the County, in its sole discretion, may eradicate or control the prohibited noxious weeds, noxious weeds, woody vegetation, or tall vegetation on lands listed in the No Spray Agreement using herbicide application if necessary. _____

9. When a hazard is caused by vegetation growth within a permitted municipal right of way, the County reserves the right to take action to remove the hazard without notice or delay. At the discretion of the County's Agricultural Fieldman, the County may apply herbicides or other acceptable means to control weeds or brush. The County will make a reasonable effort, although not required, to notify the permit holder using the contact information listed on the No Spray Agreement prior to herbicide application. _____

10. The County does not guarantee that herbicides will not be applied to any lands under the municipality's control including those lands listed as part of a No Spray Agreement. _____

11. The Landowner agrees that municipal right of ways are not to be used as the non-pesticide buffer zones for Organic Operations. _____



- 12. The Landowner agrees that the County may install “No Spray” signs on the municipal right of way which forms part of a No Spray Agreement at any location that the County deems necessary. The Landowner hereby acknowledges that the sign is the property of the County and is not to be removed or displaced at any time for any reason by the Landowner. The Landowner agrees to ensure these signs remain clearly visible from the road from May to October. _____

- 13. The County reserves the right to refuse to grant a No Spray Agreement to any Landowner for any reason. _____

- 14. Landowners must complete Appendix A attached hereto, the No Spray Area Diagram, to be eligible for a No Spray Agreement. _____

- 15. The Landowner confirms receipt of and agrees that Appendix B attached hereto, the County’s Weed and Vegetation Management Policy AG 016 as amended from time to time, supersedes any clause within this No Spray Agreement. _____

- 16. The Landowner confirms receipt of and agrees to all clauses of Appendix C attached hereto, the County of Vermilion River Vegetation Management Standards on Municipal Roadways. _____

- 17. The Landowner shall, at all times, indemnify and hold harmless the County against all actions, claims, demands, damages, suits or proceedings whatsoever that may be lawfully brought or made against the County by reason of anything done by the County in accordance with this agreement or by the Landowner, its agents, employees, invitees, third parties or contractors, whether or not such things are done in the exercise or purported exercise of the rights herein conferred upon the County. This indemnity survives the expiry or termination of this No Spray Agreement. _____

- 18. Any notice to be given by the parties shall be communicated using one of the methods of contact listed below: _____

- a. **County of Vermilion River**
Attention: Cathie Erichsen Arychuk
Box 69, 4912 50 Avenue
Kitscoty, AB, T0B 2P0
CArychuk@county24.com
780-846-3301



b. To the Ratepayer: **Name:** _____

Address: _____

Phone or email: _____
(Required)

THIS AGREEMENT dated the ____ day of _____, 2024.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties listed below.

LANDOWNER

COUNTY OF VERMILION RIVER

Name (Please Print)

Agricultural Fieldman (Please Print)

Signature

Signature



APPENDIX "A"

Landowner to clearly indicate the properties they wish to include in the No Spray Agreement. Landowners will be responsible for controlling all brush (trees and shrubs under 2m in height), Prohibited noxious, and Noxious weeds identified in the Provincial Weed Control Act adjacent to their property in an effective and timely manner.

ALL ROADSIDES ADJACENT TO THE PROPERITES INDICATED WILL BE INCLUDED IN THE NO SPRAY AGREEMENT

No Spray Location: _____
Section Quarter Township Range Meridian

No Spray Location: _____
Section Quarter Township Range Meridian

No Spray Location: _____
Section Quarter Township Range Meridian