

COUNTY OF NEWELL

TERMS OF AGREEMENT FOR RESTRICTING HERBICIDE USE

BETWEEN

THE COUNTY OF NEWELL

AND

NAME: _____

ADDRESS: _____

(Include mailing address, with postal code)

PHONE NUMBER: _____

The County of Newell Agricultural Service Board recognizes the fact that certain landowners/tenants have legitimate reasons for which they would prefer Municipally-owned roadsides, adjacent to their property, not be treated with herbicides for weed control.

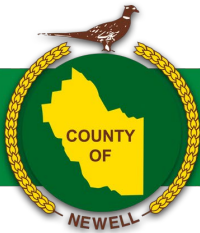
In light of requests by landowners/tenants that they would be interested in looking after their adjacent roadsides, the following guidelines will be followed:

County of Newell Responsibilities and Program Guidelines

- To make available to landowners/tenants in the County of Newell, placards' indicating the area is a Restricting Herbicide Use zone.
- To provide, by way of this agreement, a method of recording all land locations that will be placard marked by the landowner/tenant.
- These placard marked areas will be observed by the County of Newell spray crews, if posted. The County of Newell will not be responsible for other vegetation control companies hired by outside sources (i.e. TransAlta Utilities) spraying in these marked areas.
- All placard marked areas shall be inspected by the Agricultural Service Board Vegetation Management Technicians to ensure that landowners/tenants are meeting the weed control requirements of the Municipality. (i.e. control of all noxious and restricted weeds under Provincial and Municipal Regulations.) Inspectors will also be checking to ensure Brush and Vegetation is maintained according to County policy.
- If adequate control measures and/or proper vegetation management are not taking place by the landowner/tenant, they will be contacted by the Agricultural Service Board Vegetation Management Technicians to remind them of the agreement.
- Landowners/tenants will be given 5 working days to remedy the vegetation/brush problem and, if control has not taken place in this period, the County of Newell's staff will take over and remedy the problem by any means they deem necessary.
- The County of Newell shall advertise by way of newspaper what areas or divisions will be sprayed during the coming spray season, and what chemicals will be used in those areas.

The personal information collected on this form is protected by the privacy provisions of the Freedom of Information & Protection of Privacy Act (FOIPP Act) of Alberta and will be used for the administration of programs and delivery of services by the County of Newell (FOIPP Act Section 33(c)). If you have any questions about the collection of this information, contact the FOIP Coordinator, County of Newell, Box 130, Brooks, AB T1R 1B2 by phone at 403-362-3266 or e-mail at

administration@newellmail.ca.



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- Advertising will be done for a period of two consecutive weeks prior to commencement of spraying. (i.e. two weeks prior to May 1st of each year.)
- Placards must be obtained and erected prior to May 15th of each year.
- Vegetation shall be considered controlled if:
 - Restricted weeds are eradicated.
 - Noxious weeds are prevented from producing seed and/or spreading.
 - Vegetation/brush is not restricting visibility or becoming an eyesore.
- The County of Newell shall maintain the right to refuse to enter into this agreement with any landowner/tenant.

Landowner/Tenant Responsibilities

- Shall obtain the County of Newell approved and recognized placards for this agreement.
- Shall erect these placards only in locations that have been identified to the County on this form and shall erect them in a highly visible manner and location on or before May 15th of each season.
- Shall control all restricted and noxious weeds in placard marked locations. (Weed classifications shall be as outlined in Provincial Regulations and Municipal By-laws.)
- Agree to maintain grass and brush according to County of Newell Policy.
- Agree that, if the landowner/tenant cannot meet the commitments of proper weed control and is not using accepted vegetation management techniques, the Agricultural Service Board's crews will take over.

THEREFORE, in consideration of the aforementioned conditions and the environmental benefits perceived by me by the non-application of herbicides to municipal roadsides, I, _____, the undersigned, agree to abide by all aforementioned conditions of this form. I agree that I will control all restricted and noxious weeds and use vegetation management techniques that promote proper vegetation in the roadside locations listed below. I shall keep all Placards for Restricting Herbicide Use maintained and in a good visible location at all times throughout the spray season, being from May 15th to September 1st of every year. I further agree that, if I am unable to meet these requirements, I will allow the County of Newell to treat these roadsides with herbicide in their usual manner. I further realize that the County of Newell may refuse to enter into this agreement with me in future years if I do not meet these terms and conditions this year.

This agreement will be effective as long as the undersigned is the owner of the property unless Landowner/Tenant Responsibilities are not met.

Currently the Ag Service Board does not spray within close proximity to sensitive crops, residences, dugouts and shelterbelts. The Ag Service board also takes climatic conditions into effect at all times during chemical applications and makes spraying decisions based on those conditions. The County of Newell does not acknowledge road ditches for use as buffer strips for organic farmers.

Reasons for Concern: (there is no need to continue if your reason is mentioned above)



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Placard Locations: (LSD, Quarter - Section - Township - Range)

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LANDOWNER/TENANT

WITNESS