

MUNICIPAL DISTRICT OF WAINWRIGHT NO. 61
NO SPRAY AGREEMENT

THIS AGREEMENT made effective this _____ day of _____, 20____

BETWEEN:

THE MUNICIPAL DISTRICT OF WAINWRIGHT NO. 61
(Hereinafter call the "M.D.")

- and -

(Hereinafter called the "Landowner")

WHEREAS the Municipal District of Wainwright No. 61 recognizes the fact that some Landowners are not in favor of having Municipally owned roadside ditches adjacent to their property treated with herbicide for brush and weed control;

AND WHEREAS Landowners are interested in looking after their adjacent roadside ditches;

NOW THEREFORE, in consideration of the terms and conditions herein, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. The Landowner understands and agrees that they are to control all brush, restricted and noxious weeds in the roadside right of way that lies between the Landowner's boundary and the centerline of the Municipal Road.
2. The Landowner further understands that, if the above responsibility is not met within five (5) working days of a noncompliance notification, the Municipality has the right to void the Agreement and take whatever steps it deems necessary to control the brush and weeds encroaching onto the said road allowance.
3. The Landowner further understands and agrees that the Municipal District of Wainwright No. 61 shall not be used as a non-pesticide buffer zone.
4. The Landowner shall be responsible for submitting this signed and witnessed agreement to the Municipal District of Wainwright's main office by May 1st of each year.
5. No spray zones will be observed by Municipal Weed Inspectors and every effort will be made to honor the No Spray Zone Agreement. In the event that Municipal Weed Inspectors accidentally apply herbicides in the No Spray Zone, the Municipal District of Wainwright will not be liable for any damages under any circumstances.

6. The No Spray Zones shall be inspected by the Agricultural Fieldman or his designate to ensure that the Landowner is meeting the brush and weed control requirements of the Municipality. If the brush and weed control requirements are not being met, the Agricultural Fieldman or his designate will contact the Landowner regarding their noncompliance and the said Landowners will have five (5) working days to remedy the compliance issue. If compliance has not occurred after this period, the Municipal Weed Inspectors will take over and remedy the problem by way of herbicide application. This Agreement will then be terminated.
7. The Municipal District of Wainwright No. 61 shall retain the right to refuse to enter into this Agreement with any Landowner.
8. The term of this Agreement shall be honored for a period of one (1) year commencing May 1st of the year this Agreement is signed.

Legal Land Locations of "No Spray" Requests:

_____ qtr _____ sec _____ twp _____ rge _____ west of the 4th

_____ qtr _____ sec _____ twp _____ rge _____ west of the 4th

_____ qtr _____ sec _____ twp _____ rge _____ west of the 4th

_____ qtr _____ sec _____ twp _____ rge _____ west of the 4th

Landowner's Address:

Landowner's Telephone Number:

Landowner

Witness

M.D. of Wainwright No. 61

Expiry Date

This personal information is being collected under the authority of Section 32C of Freedom of Information and Protection of Privacy Act, and will be used for administration purposes. If you have any questions about the collection contact Administrator or Asst. Administrator at 842-4454.

Signature

Date