

**MUNICIPAL DISTRICT OF WAINWRIGHT NO. 61**  
**HAYING OF ROADSIDE AGREEMENT**

THIS AGREEMENT made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

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

- and -

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**(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 responsible for having requested areas baled and removed from the roadside within forty-eight (48) hours.
2. The Landowner further understands and agrees that the Municipal District of Wainwright No. 61 retains the right to conduct herbicide applications along the road allowances identified in the agreement if restricted and noxious weeds are found growing along the roadside and need to be controlled prior to the agreed upon time of forty-eight (48) hours
3. The Landowner agrees that if they fail to meet the above stated responsibilities, that they will not be issued a "Haying of Roadside Agreement" in subsequent years.
4. The Municipal District of Wainwright No. 61 agrees to delay herbicide applications for the control of noxious and restricted weeds until July 15 unless control work is required prior to that date to reduce the risk of seed spread. In these cases the control work will be done using spot spraying and the landowner will be notified prior to this control work being done.

- 5. In the event that control work is done prior to the July 15<sup>th</sup> deadline, under no circumstances will the Municipal District of Wainwright No. 61 be liable for any damages.
- 6. The Municipal District of Wainwright No. 61 shall retain the right to refuse to enter into this Agreement with any Landowner.
- 7. The term of this Agreement shall be honored for a period of one (1) year only and must be resubmitted each year prior to May 1<sup>st</sup>.

The Landowner, of \_\_\_qtr\_\_\_sec\_\_\_rge\_\_\_west of the 4<sup>th</sup>, intends to conduct haying operations on the following roadside(s):

\_\_\_qtr\_\_\_sec\_\_\_twp\_\_\_rge\_\_\_west of the 4<sup>th</sup>

\_\_\_qtr\_\_\_sec\_\_\_twp\_\_\_rge\_\_\_west of the 4<sup>th</sup>

\_\_\_qtr\_\_\_sec\_\_\_twp\_\_\_rge\_\_\_west of the 4<sup>th</sup>

\_\_\_qtr\_\_\_sec\_\_\_twp\_\_\_rge\_\_\_west of the 4<sup>th</sup>

Landowner's Address:

Landowner's Telephone Number:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landowner

Witness

M.D. of Wainwright No. 61

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