

**MUNICIPAL DISTRICT OF BIGHORN No. 8**

**POLICY**

**Name:** VEGETATION CONTROL

**Number:** A-12

**Page:** 1 OF 2

**PURPOSE AND INTENT**

To control and prevent the establishment and spread of provincially regulated weed species as per the Weed Control Act regulations and Municipal Bylaws (Wild Caraway – Noxious Weed Bylaw).

**POLICY**

1. The M.D. of Bighorn is committed to implement procedures that address the introduction and management of provincially regulated weed species within the Municipality and to taking reasonable steps to create landowner awareness of weed issues.
2. The M.D. authorizes the use of herbicides for weed, brush and grass control.
3. Weed species that are not provincially regulated shall not be targeted for management considerations unless otherwise directed by the CAO. Brush and grass control shall be performed at the discretion of the Environmental Fieldman.
4. Management and enforcement of regulated weed species shall be performed as outlined by the Weed Control Act and Regulation.
5. Methods, such as herbicide application, and frequency of weed control shall be at the discretion of the Environmental Fieldman, or designate. All herbicides shall be applied by a certified applicator.
6. Notification and advertising of herbicide application shall take place annually prior to the spray season.
7. Consideration to environmental impacts shall be given during weed management practices and all procedures shall be followed as per applicable legislation and regulations.
8. Recognizing that the M.D. does not have the resources and staffing available, weed control for private residences, private roads, businesses, utilities, other agencies and jurisdictions may be performed at the discretion of the Environmental Fieldman, if it is more timely than carrying out administrative processes, and if adequate resources are available.

All associated costs with managing and enforcing regulated weed species shall be recovered and follow the fee schedule.

9. The M.D. recognizes that it cannot absolve its responsibility as the owner under the Weed Control Act on M.D. Rural Residential Access Roads, and therefore contrary to any M.D. policy, the M.D. shall provide weed control service on M.D. Rural Residential Access Roads.
10. Residents may enter into an agreement for vegetation control with the M.D. by signing an Agreement for Vegetation Control by Owner, which may be revised by administration from time to time.

Areas assigned to these residents shall be marked by an approved sign purchased from the M.D. of Bighorn and recovered as per the fee schedule.

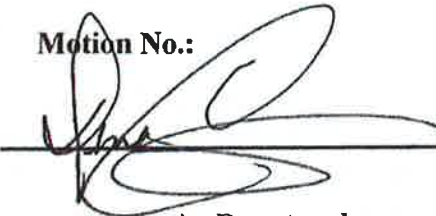
**Date Approved:** April 12, 2016

**Motion No.:** R: 124/16

**Date Amended:**

**Motion No.:**

**CAO**  **Reeve**



**Rescinds Policy No.** A3, A4 & A5

**\* - Denotes change  
Motion No.**

Attachments:

Schedule "A" Agreement for Vegetation Control by Owner

Schedule "A"  
AGREEMENT FOR VEGETATION CONTROL BY OWNER

**MUNICIPAL DISTRICT OF BIGHORN NO. 8**  
**AGREEMENT FOR VEGETATION CONTROL**  
**BY OWNER**

THIS AGREEMENT made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

MUNICIPAL DISTRICT OF BIGHORN NO. 8  
Box 310  
Exshaw, Alberta  
T0L 2C0

(hereinafter referred to as "the Municipality")

OF THE FIRST PART

- AND -

\_\_\_\_\_  
(hereinafter referred to as "the Owner")

OF THE SECOND PART

WHEREAS the Owner has requested the Municipality not to spray herbicides for the purpose of weed and brush control, on a portion of the municipal road allowances adjacent to the Owner's property;

AND WHEREAS the Owner has stated he will control weeds and brush on that portion of the road allowance between the municipal roadway and the Owner's property legally described as:

\_\_\_\_\_  
(hereinafter referred to as "the Control Area")

WITNESSETH that the Municipality and the Owner agree as follows:

1. The Owner will control all brush regrowth, and restricted and noxious weeds on the Control Area between June 1<sup>st</sup> and October 1<sup>st</sup>. The Municipality may, at its discretion, mow this brush rather than spray it.
2. All Control Areas shall be inspected by employees of the M.D. of Bighorn to ensure that the Owner is meeting the following requirements of the Municipality:
  - Brush regrowth is not to exceed two feet in height;
  - All restricted Weeds must be completely destroyed (all parts of the plant); and
  - All Noxious Weeds must have seed production controlled for the full season.
3. If, in the sole judgement of the Agriculture Fieldman, the Owner's control measures are deemed to be inadequate, the Agriculture Fieldman will issue a notice to the Owner that herbicide application will be performed within seven (7) days of the date of notice.
4. If the Owner's control measures are not deemed adequate, the Municipality is entitled to carry out the herbicide application to the Control Area in question at any time deemed appropriate by the Municipality.
5. Providing the Owner's control measures are adequate, the Control Area will not be sprayed by the Municipal spray crews. The Municipality will not be responsible for other vegetation control companies hired by outside sources spraying in these described areas.
6. This Agreement automatically expires on September 30<sup>th</sup>. In subsequent years the Municipality may refuse to enter into another agreement if the Owner does not meet the terms and conditions of this agreement.



7. The Owner shall indemnify and hold harmless the Municipal District, its employees, councilors and agents from and against any and all claims, damages, costs (including without restriction, all legal and other 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 Agreement and the schedules attached thereto, the exercise or purported exercise of any rights granted within this Agreement or the schedules attached thereto, including without limitation environmental indemnity, arising by reason of any matter or anything done, permitted or omitted to be done by the Owner, or its successors or permitted assigns, whether occasioned by negligence or not.

IN WITNESS THEREOF, this Agreement has been executed on behalf of the Municipality under its Corporate Seal, by its proper officers in that behalf, and has been duly executed by the Owner.

\_\_\_\_\_  
 Witness (as to signature of owner)

\_\_\_\_\_  
 OWNER

\_\_\_\_\_  
 Witness (as to signature of owner)

\_\_\_\_\_  
 OWNER

M.D. OF BIGHORN NO. 8

\_\_\_\_\_  
 Agricultural Fieldman

