

County of Lennox & Addington
Roadside Noxious Weed Control Program
2021 No Spray Agreement, Waiver & Acknowledgement of Risk

Definition:

In this agreement “**Municipality**” means The Corporation of the County of Lennox & Addington or The Corporation of the Town of Greater Napanee or The Corporation of the Township of Stone Mills or The Corporation of the Township of Addington Highlands or The Corporation of Loyalist Township determine by which party has jurisdiction over the road fronting on the landowners property.

I/We, the undersigned, hereby request that the Municipality refrain from the application of herbicides to control Noxious Weeds in the untraveled portion of the road (“**the strip**”) adjacent to the lands identified below which I/We own.

I/We hereby:

- Acknowledge and accept my/our duty to maintain “**the strip**”, ensuring that it remains free of all Noxious weeds. I/we acknowledge my/our duty to ensure that at all times:
 - Noxious weeds are prevented from flowering.
 - Noxious weeds are removed or routinely cut to ensure that they do not flower/produce seeds.
- Understand that if the Noxious weed control is not implemented to the satisfaction of the Municipality, my No Spray Agreement may be denied in future years. No Spray areas will be inspected each year to ensure compliance with this agreement.
- Understand and agree that only the registered landowner may apply for a No Spray Agreement adjacent to their property.
- Understand and agree that “**the strip**” shall in no way substitute for buffer zones for Organic production.
- Understand and acknowledge that this No Spray Agreement is only valid in the year it is signed, expiring December 31st of each year. All registrants must renew No Spray Agreements annually.
- Agree to indemnify and hold harmless the Municipality and their agents and employees, from any claims, demands, actions, and costs that may arise as a result of an act or omission in regards to this exemption.
- Understand that the I/We must supply and post NO SPRAY signs for each exempted area. Signs must be a minimum of 2 feet wide x 1 foot high posted 1 foot higher than the vegetation and located within 3 feet of the edge of the gravel shoulder. Signs must be located at the beginning and end of the NO SPRAY area and must be visible from a vehicle on the road.
- I acknowledge that I have read this agreement and confirm that I will abide by this agreement. I further confirm this Waiver and Acknowledgment of Risk shall remain in full force and effect during my period of participation in the Weed Control Program.
- I understand that my participation in the Weed Control Program does not make me an employee, agent, or contractor of or for the Municipality. The Municipality will not assume any responsibility for any personal injury or material losses, damages, claims, liabilities, or suits

whatsoever arising from my participation in the Weed Control Program.

- I understand that participation as a volunteer in the Weed Control Program requires the exercise of due care to avoid risks that could result in injury, death or loss or damage to person or property. I acknowledge the inherent risks involved in the Weed Control Program, which activity(s) I am being allowed to undertake freely of my own volition, without pay or compensation of any kind, and without any liability of any nature on behalf of the Municipality.
- I, for myself, my heirs, executors, administrators, successors, assigns, agents, or anyone else who may claim on my behalf, hereby release and agree to defend, indemnify and hold harmless the Municipality, its elected officials, officers, employees, agents, or anyone acting on behalf of the Municipality, from and against any and all losses, liabilities, damages, injuries, actions, causes of action, claims, demands, costs and expenses of every kind and nature whatsoever arising from my participation in the Weed Control Program including but not limited to liability for personal injury, sickness, disease, death, damage to property or loss of any kind and however caused, whether foreseen or unforeseen and whether arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Municipality, its elected officials, officers, employees, agents, or anyone acting on behalf of the Municipality, or any of them, in connection with or in any way related to the Weed Control Program.
- I confirm that I have been advised to obtain independent legal advice prior to signing this Agreement, Waiver and Acknowledgment of Risk and I have either done so or declined to do so.

Please indicate the method you intend to use to control any noxious weeds on your frontage:

Hand Pulling / Spading

Accelerated Mowing

Using residential tools (residential riding lawn mower, push mower, hand tools)

Using farm/commercial mechanical mowing equipment (bush hog)

Other, please describe:

Non-toxic spraying

Name of Landowner / Volunteer (please print):

Address:

Date: _____ Signature: _____

Name of Witness (please print): _____

Date: _____ Signature: _____

Application accepted by (County Representative): Dan Baxter (Email: dbaxter@lennox-addington.on.ca)

Please be advised that the following plants are designated as **Noxious Weeds** in Ontario:

Black Dog-Strangling Vine
Bull Thistle
Canada Thistle
Coltsfoot
Common Barberry
Common Crupina
Cypress Spurge
Dodder
Dog-Strangling Vine
European Buckthorn
Giant Hogweed
Jointed Goatgrass
Knapweed
Kudzu
Leafy Spurge
Poison Hemlock
Poison Ivy
Ragweed
Serrated Tussock
Smooth Bedstraw
Sow Thistle
Tansy Ragwort
Wild Chervil
Wild Parsnip
Woolly Cupgrass

SKETCH OF SUBJECT PROPERTY ILLUSTRATING THE NO SPRAY AREA:

Include: Civic Number (911 number), North Arrow, Road(s), Buildings, Fences, Landmarks, etc.

