

2023 NO SPRAY AGREEMENT

THE PARTIES TO THIS AGREEMENT ARE:

The Township of Montague

6547 Roger Stevens Drive, Smiths Falls, ON K7A 4W6

Phone: (613) 283-7478; Fax: (613) 283-3112

E-Mail: info@township.montague.on.ca

("Township")

AND:

_____ } Full Name(s)
 _____ } Mailing Address
 _____ }
 _____ } Phone Number
 _____ } Email

("Landowner/Occupant")

BACKGROUND:

1. Township is the "road authority" under the *Public Transportation and Highway Improvement Act*, R.S.O. 1990, c. P.50, ("**PTHIA**") and is responsible for all weed control on its roads pursuant to the *Weed Control Act*, R.S.O. 1990, c. W.5 ("**WCA**").

2. The term "road" has the same meaning as "highway" pursuant to the *PTHIA* and includes but not limited to all highways, streets and ditches under the jurisdiction of Township ("**Township Road**").

3. Township uses various herbicides as vegetation control measures on Township Road.

4. The Parties wish to enter into this No Spray Agreement ("**Agreement**") to outline the rights and responsibilities of the Landowner/Occupant in respect to vegetation management on certain parts of Township Road.

AGREEMENT:

The parties to this Agreement, in consideration of the mutual promises, terms, covenants, and conditions contained in this Agreement, agree as follows:

1. Township agrees to grant permission to the Landowner/Occupant whose lands abut Township Road to provide vegetation management on certain parts of Township Road on the terms and conditions contained herein.

2. The Landowner/Occupant shall carry out and be responsible for vegetation control measures in accordance with paragraph 4 herein on that portion of the Township Road lying between the edge of the shoulder of the roadway and the boundary line of the Landowner/Occupant property, legally and graphically described as:

Civic Address (PIN #): _____ Road Name: _____

Lot: _____ Concession: _____

Geographic Municipality: _____

GPS Coordinates: (to be completed by Township) _____

("Control Area")

Check this box if Agreement is **NOT** for the entire property (just at a specific location i.e. garden area) (If you selected this option, attach a diagram indicating where the agreement applies to. Indicate your house or significant landmark to assist Township staff to ensure your request is clearly identified.)

3. The Landowner/Occupant hereby certifies to Township that he/she is the registered owner of the lands abutting the Control Area or is the occupant of the lands abutting the Control Area and has authority to enter into this Agreement.

4. The Landowner/Occupant agrees to undertake vegetation control measures in the Control Area according to the following standards:

- (a) All "Noxious Weeds" as per the list of Noxious Weeds in the *WCA* will be completely destroyed (all parts of the plant); and,
- (b) Control the spread of all Noxious Weeds as per the list of Noxious Weeds in the *WCA* for the full season.

("Vegetation Control Measures")

5. The Landowner/Occupant shall carry out their responsibilities, as outlined in paragraphs 2 and 4. (a) above **on or before June 30th, 2023**. In the event Township, in its absolute discretion, determines that the Landowner/Occupant has not undertaken adequate Vegetation Control Measures, Township shall notify the Landowner/Occupant in writing at the email and/or mailing address provided on page 1 and the Control Area shall return to Township's regular Roadside Vegetation Management Program, which may include roadside spraying.

6. The Landowner/Occupant shall at all times save harmless and indemnify Township, its elected officials, officers, employees, agents and assigns from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from or attributable to any term or provision of this Agreement including but not limited to liability for personal injury, sickness, disease, death, damage to property or loss of any kind and however caused, whether arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Township, its elected officials, officers, employees, agents, or anyone acting on behalf of the Township, or any of them, in connection with or in any way related to this Agreement.

MISCELLANEOUS

7. In this Agreement the number and gender shall be construed as the context requires.

8. The headings in this Agreement are for convenience only and do not constitute part of the terms of the Agreement.

9. Time shall be of the essence of this Agreement.

10. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.

11. This Agreement constitutes the entire agreement between the parties and no other warranties are given or implied.

12. This Agreement shall be governed by the laws of the Province of Ontario.

13. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns respectively of each of the Parties hereto.

14. This Agreement shall not be amended or modified in any respect otherwise than in writing and executed by the parties hereto or their respective heirs, administrators, successors or assigns.

15. The parties agree to execute all reasonably necessary documents in order to give effect to the terms and effect of this agreement.

16. The term of this Agreement shall be from the date of signing by Township to **January 1st, 2024**. The Agreement may be delivered in person, by email, by fax or mail. Only those Agreements that are signed and dated will be accepted.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals.

THE TOWNSHIP OF MONTAGUE

Per:

* _____ Date: _____

Allison Vereyken, Clerk Administrator

(I have authority to bind the corporation)

* _____

Witness

* _____ (seal) Date: _____

Print Name: _____

Occupant/Landowner