LAC LA BICHE COUNTY POLICY

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<tr>
<th>TITLE: INTEGRATED VEGETATION MANAGEMENT</th>
<th>POLICY NO: PI-63-002</th>
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<tr>
<td>RESOLUTION: 17.290</td>
<td>EFFECTIVE DATE: SEPTEMBER 13, 2011</td>
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<td>LEAD ROLE: MANAGER, ENVIRONMENTAL SERVICES</td>
<td>NEXT REVIEW DATE: MARCH 14, 2020</td>
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<td>SPECIAL NOTES/CROSS REFERENCE:</td>
<td>AMENDMENT DATE: MARCH 14, 2017</td>
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<td>PROCEDURE NO. PI-63-002</td>
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POLICY STATEMENT:

Lac La Biche County shall implement and maintain a comprehensive weed, grass and brush control program known as the “Integrated Vegetation Management Plan” to control vegetation and the spread of noxious and prohibited noxious weeds within the municipality.

“Original Signed” ______________________  April 18, 2017  
Chief Administrative Officer  
Date

“Original Signed” ______________________  June 5, 2017  
Mayor  
Date
PROCEDURE:

1. General
   i. The Lac La Biche County Environmental Services department shall establish a continuous weed awareness campaign through local meetings, tours and local media to promote weed control practices within the municipal boundaries of Lac La Biche County, in accordance with the Weed Control Act, Agricultural Pests Act, and local Agricultural Service Board policy.
   
   ii. The Manager of Environmental Services will be responsible for supervision of the areas of responsibility. The Agricultural Fieldman will be responsible for the implementation, organization, progress tracking and reporting.
   
   iii. As part of the preparations for the annual budget review, involved staff will create a draft project plan for Roadside Mowing and Spraying for the upcoming season.
   
   iv. With support from the Human Resources department of Lac La Biche County, Environmental Services shall hire and train sufficient staff required to implement and complete the program.
   
   v. Lac La Biche County may tender out all or a portion of the said work to be completed, if it is determined that it is beneficial to the program completion based on budget and/or time constraints.

2. Roadside Spraying
   
   i. A landowner may request spray exemption by entering into an agreement whereby no spraying be undertaken immediately adjacent to his/her property (Schedule A). In such a case, the landowner is responsible for the control of weeds and brush within the road right-of-ways.
   
   ii. Following the deadline for “No Spray” requests, permanent “No Spray” signs will be posted in designated no spray areas by Environmental Services staff and locations accurately documented. In the event of new property ownership, the signage will remain, and it will be the responsibility of the new property owners to contact Environmental Services to have the “No Spray” signage removed, and the location removed from the designated no spray area listing.
iii. Blanket spraying will be applied on areas where a strong presence of noxious weeds or brush make spot spraying less cost effective. Blanket spraying will be applied on up to one third of County roads every year on a rotational basis.

3. **Roadside Mowing:**

   i. Vegetation in sites inaccessible to mowers shall be removed to the same level of mowing within the right of ways by:

      a) use of weed eaters;
      b) use of brush saws; and
      c) use of manual labour and hand tools.

   ii. Mowing of full right of ways on newly constructed roads and/or reconstructed roads shall commence two years after the completion of the project.

   iii. Full right of way mowing shall occur only where it is possible and practical due to terrain and weather conditions.

4. **Subdivision Program:**

   i. Mowing within subdivision and hamlet roadside right of ways shall occur at a minimum of twice a year.

   ii. A yearly assessment of all subdivisions and hamlets shall occur prior to mowing in order to:

      a) identify safety hazards;
      b) remove rocks, waste, and other debris; and
      c) determine areas of concern.

5. **Right-Of-Way Program:**

   i. Mowing of municipal right-of-ways shall be determined by:

      a) Physical suitability to mowing;
      b) Classification of roads;
      c) Vegetation to be controlled;
      d) Safety/hazard assessment;
      e) Complaints/concerns from ratepayers;
      f) Aesthetics; and
      g) Financial considerations.

   ii. It is the intention that the County will be able to mow the full right-of-way where suitable and within the Integrated Vegetation Management Program budget.

   iii. Mowing of right of ways shall occur at a minimum of twice a year, the first pass will be a single shoulder pass and the second pass will be of the full right of way.
6. **Weed Control:**

   i. The Weed Control Program is carried out throughout the growing season from April to September.

   ii. Weed inspectors will make every attempt to contact landowners before the first inspection of the property by visiting the landowner’s residence or calling by phone.

   iii. The Agricultural Fieldman or designate will follow up with landowners who have outstanding weed problems and remind them of the weed control requirements on their property.

   iv. The Agricultural Service Board is informed of problem areas (photographs or videos may be used in the documentation process). If a landowner is unable to be contacted or is uncooperative, a Weed Notice may be issued. Weed Notice can either be mailed, sent electronically (email) or posted at a field entrance of the land with the weed problem. If sent by email a documentable confirmation response of the Weed Notice is required. Weed Notices are issued in triplicate, with the original copy going to the landowner, a copy to the municipal land file and the other to the Weed Control Program file.

   v. Weed notices will be issued with compliance deadlines ranging from 1 week to 3 weeks, depending on the risk of the identified weed’s ability to produce viable seed. Follow-up site inspections will be conducted on the notice deadline to confirm compliance. Weed Control enforcement can only be performed after the deadline specified in the Weed Notice.

   vi. If the conditions of a Weed Notice are not fulfilled and the land exceeds 20 acres, the Agricultural Fieldman or a Weed Inspector and the Agricultural Service Board (ASB) Chairman or alternate ASB Member will inspect the property before control measures are implemented. In the event enforcement work is necessary, the Agricultural Fieldman or a Weed Inspector will arrange for weed control utilizing the least crop damaging method.

   vii. At the annual Organizational Meeting, Council shall appoint an independent committee in accordance to Section 19 of the Alberta Weed Control Act, RSA 2008 cW-5.1, as amended from time to time that will hear appeals to Weed Notices and may confirm, reverse or vary the inspector’s notice.

7. **Herbicide Brush Control**

   i. Brush control priorities using herbicides on road allowances will be undertaken as follows:

      a) Where brushing/slashing has been completed and re-growth is evident;

      b) Within two (2) years of brushing/slashing;

      c) Within three (3) years of construction or back sloping;

   ii. Brush removal in established subdivisions and hamlets shall be conducted in cooperation with adjacent landowners and consider potential safety hazards and accessibility.
8. **Fence Line Spraying**

i. Lac La Biche County will offer landowners a no charge fence line spray service to control prohibited noxious and noxious weed infestations in fence line areas to prevent the spread of weeds onto adjacent lands.

ii. To register for the program, landowners are required to enter into an agreement with the County for the application of residual herbicide within his/her property for the control of noxious weeds and/or brush along the perimeter of the property on fence lines and headlands and into adjacent road right-of-way. (Schedule B Fence Line Spray Request)

iii. Landowners must also sign a Hold Harmless Herbicide Application Agreement permitting entry onto private land and hold the County harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising in any manner whatsoever from activities associated with said herbicide application. (Schedule C Hold Harmless Agreement)

iv. Spraying will consist of a single sprayer pass application covering up to a 3-meter width swath using a residual broadleaf herbicide to control prohibited noxious and noxious weeds located along the inside edge of the landowner’s property and into the municipal road allowance.

9. **Enforcement:**

The Agricultural Service Board shall undertake enforcement of weed control in accordance with the Weed Control Act or local bylaw when deemed necessary.

i) An inspector’s “Weed Notice” is issued by the Agricultural Fieldman and/or designate between April 1st and September 1st annually, and is only valid in the calendar year it was issued.

ii) In urban areas, inspectors in collaboration with Lac La Biche County Peace officers, may enforce vegetation control requirements of Lac La Biche County Bylaw 18-024.

iii) The costs involved with enforcement control will be recovered in accordance with the Alberta Weed Control Act (RSA 2008 cW-5) as amended from time to time, and a fee of 20% will be added to cover the costs of administration.

"Original Signed" __________________________ ______________
Chief Administrative Officer Date

April 10, 2019
The Lac La Biche County Environmental Services staff will be carrying out the annual roadside brush and weed control program on County owned roads during the months of June to October. Please Note: This program pertains to County owned roads only. Property owners with land adjacent to primary or secondary highways must contact the appropriate provincial representatives.

The standard practices of the County’s spray program maintain a 30 meter no spray buffer zone in front of yard sites, dugouts, waterways or herbicide sensitive vegetation (i.e. gardens, shelterbelts). Clearview, a selective herbicide will be used in the hamlets of Plamondon and Lac La Biche to control Noxious and Prohibited Noxious weeds if no other options can be found following all laws and guidelines.

The deadline for completed “No Spray Requests” to be received at the Lac La Biche County Office will be **May 31**. **No telephone requests will be accepted.** Landowners who make a “No Spray Request” shall be responsible for weed/brush control within the road allowance adjacent to their properties commencing in the year the agreement is signed. In addition, receipt of the completed form authorizes the Environmental Services staff to enter onto properties to post “No Spray” signs in visible locations to mark areas where a “No Spray Request” has been made.

This request will be applicable for as long as the landowner wishes to keep the area unsprayed. In the case of wanting to remove the no spray area or transferred land, it is the responsibility of the property owners to contact the Environmental Services department to have the signs removed. The signs are County property and cannot be altered in any such way unless by designated Environmental Services staff.

Drop off your No Spray Request at: County Center
13422 Highway 881
Lac La Biche, AB T0A 2C0

Or by mail to: Environmental Services
Lac La Biche County
PO Box 1679, Lac La Biche, AB T0A 2C0

Or by email to: green@laclabichecounty.com

Any questions or concerns can be directed to the Agricultural Fieldman at (780) 623-6366 or email green@laclabichecounty.com.

I/We do not wish the road allowance(s) adjacent to my property(ies), as described below, to be sprayed. I/We accept the responsibility of weed/brush control within the road allowance(s).

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<tr>
<th>Name(s):</th>
<th>Mailing Address</th>
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<tbody>
<tr>
<td>Phone #:</td>
<td>Email Address:</td>
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<tr>
<th>Land Location(s) for No Spray Areas</th>
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Landowner’s Signature ___________________________ Date ____________

Agricultural Fieldman Signature ___________________________ Date ____________
NO SPRAY ZONE

For more information, please call 780-623-1747.

Lac La Biche County
welcoming by nature.

NO SPRAY ZONE

For more information, please call 780-623-1747.

Lac La Biche County
welcoming by nature.
ENVIRONMENTAL SERVICES
INTEGRATED VEGETATION MANAGEMENT PROGRAM

Schedule B
Fence Line Spray Request Form

RELEASE FOR HERBICIDE APPLICATION

I hereby grant permission for the Lac La Biche County Environmental Services staff to apply residual herbicide within the property listed below, for the control of noxious weeds and/or brush along the perimeter of the property, including the fence line and headlands, and into adjacent road right-of-way. I understand that herbicide applications will be subject to availability of spray resources and weather conditions. This signed request will include permission for the Lac La Biche County to enter my property for the purpose of performing such related weed control work.

I understand the effects of the listed herbicides and agree to their application on my property: (Check herbicides allowed)

☐ Lontrel 360® is a slightly residual herbicide with low toxicity, which may persist in the soil for up to two years and may affect the growth of crops such as peas, beans, potatoes, all legumes, and other broadleaf crops. I hereby declare that I understand the residual effects of Lontrel 360®. I agree to save harmless and indemnify the Lac La Biche County, its employees and agents, from and against all actions, suits, claims and demands arising in any manner whatsoever from activities associated with said herbicide application.

☐ Milestone® is a residual herbicide with low toxicity, which may persist in the soil for up to three years and may affect the growth of crops such as canola, peas, beans, potatoes, all legumes, and other broadleaf crops. I hereby declare that I understand the residual effects of Milestone®. I agree to save harmless and indemnify the Lac La Biche County, its employees and agents, from and against all actions, suits, claims and demands arising in any manner whatsoever from activities associated with said herbicide application.

☐ Tordon 22K® is a residual herbicide with low toxicity, which may persist in the soil for up to five years and may affect the growth of crops such as canola, peas, beans, potatoes, all legumes, brush, and other broadleaf crops. I hereby declare that I understand the residual effects of Tordon 22K®. I agree to save harmless and indemnify the Lac La Biche County, its employees and agents, from and against all actions, suits, claims and demands arising in any manner whatsoever from activities associated with said herbicide application.

The area(s) I wish to have sprayed is/are on:

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<tr>
<th>Quarter</th>
<th>Section</th>
<th>Township</th>
<th>Range</th>
<th>Meridian</th>
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Property access from: ____________________________

Adjacent crops: ____________________________

Range Road __________ Township Road __________
i.e. pasture, hayland, cereals, oilseeds, etc.

Problem weed(s): ____________________________

Additional notes: ____________________________

______________________________
Landowner Name (Print)

______________________________
Date

______________________________
Signature of Landowner

______________________________
Mailing Address

______________________________
Telephone No.

______________________________
Postal Code

Agricultural Fieldman Signature

PI-63-002 Integrated Vegetation Management Procedure – Schedule B 7/8
ENVIRONMENTAL SERVICES
INTEGRATED VEGETATION MANAGEMENT PROGRAM

Schedule C
Hold Harmless Agreement

MADE THIS ____________________ DAY OF ____________________ 20 ________

BETWEEN

LAC LA BICHE COUNTY
(Hereinafter referred to as the “Municipality”)

-AND-

(Hereinafter referred to as the “Owner”)

WHEREAS the “Owner” has requested fence line spraying on:

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<th>Part</th>
<th>Section</th>
<th>Township</th>
<th>Range</th>
<th>Meridian</th>
<th>Lot</th>
<th>Block</th>
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Mailing Address: __________________________ Phone Number: __________________________

Permit the application of herbicides for the control of prohibited noxious and noxious weeds upon the terms and subject to the CONDITIONS herein stated.

IN WITNESS WHEREOF the “Municipality” and the “Owner” agree as follows:

1. The “Municipality” shall be permitted to enter on to the mentioned lands to apply herbicides to control weeds.
2. The “Municipality” is providing the herbicide application work at no charge.
3. The “Municipality” shall not be deemed to represent, warrant or guarantee that the application of the herbicide control products will be effective or safe for the purpose for which it is to be used. The “Owner” assumes the entire responsibility for any adverse effects.
4. In consideration of the weed control measures performed, the “Owner” for himself, his heirs, executors, administrators and assigns, agrees that neither the “Municipality” performing the said work shall be under any responsibility for destruction of or damages to other property of the “Owner” which may result from the application of weed control activities, whether due to negligence of the “Municipality” or any employee of the “Municipality” performing the said work or otherwise.
5. The “Owner” represents that he is the “Owner” of the lands and agrees to indemnify and save harmless Lac La Biche County, its agents and/or its employees in respect to any claims or demands which may at any time hereafter be brought against Lac La Biche County performing the said work by any person, firm or corporation by reason of the performance of the said work.
6. Any previous agreements with Lac La Biche County signed or implied on or about the above date for the said legal land description are invalid/void and any conditions carried or implied within these agreements.
7. This agreement is consistent with the Integrated Vegetation Management Policy and Procedure PI-63-002.

Owner (Print Name) __________________________________________  Agricultural Fieldman (Print Name) __________________________________________

Owner Signature __________________________________________ Agricultural Fieldman Signature __________________________________________