



2024 ROADSIDE HAY PERMIT

BETWEEN: THE COUNTY OF VERMILION RIVER
(hereinafter called the "County")

-and-

(hereinafter called the "Ratepayer")

WHEREAS the County of Vermilion River has agreed to permit Ratepayers of the County of Vermilion River to hay along County road right of ways between May 1 and July 15 of each year.

AND WHEREAS the Parties agree as follows:

Ratepayer Initials

1. To be considered, Hay Permit applications must be received on or before May 31 annually from the Ratepayer. _____
2. Hay Permits are effective from May 1 to July 15 of the year in which they are entered into unless terminated at an earlier date by either party. _____
3. When a Hay Permit has been initialed, signed and executed, the County will, but is not required to, delay herbicide application along the listed roadside(s) until July 15. _____
4. Hay Permits may be terminated at any time by the County, with or without prior notice. _____
5. Upon execution of a Hay Permit, Ratepayers are responsible for ensuring that hay is cut, baled and removed from the County road right of way on or before July 15. _____
6. Hay that has been cut or baled but has not been removed from the County road right of way by July 15, shall, at the discretion of the County's Agricultural Fieldman, be removed by the County at the expense of the Ratepayer. _____
7. When a hazard is caused by vegetation growth within a permitted roadside, the County reserves the right to take action to remove the hazard without notice or delay. At the discretion of the County's Agricultural Fieldman, the County may apply herbicides or other acceptable means to control weeds or brush. The County will make a reasonable effort, although not required, to notify the permit holder using the contact information listed on the Hay Permit prior to herbicide application. _____

8. The County will make a reasonable effort to avoid applying herbicides to any land that has an executed Hay Permit provided that all of the conditions contained within the permit have been met to the satisfaction of the Agricultural Fieldman. _____
9. The County does not guarantee that herbicides will not be applied to any lands under the municipality's control including those lands listed as part of a Hay Permit. _____
10. The County conducts vegetation management on roadsides as needed using both spot spraying and blanket spraying.
 - a. Upon execution of a Hay Permit, Ratepayers acknowledge that there could be herbicide residue present in the soil; and _____
 - b. The County may spray vegetation along permitted roadsides before July 15 to control prohibited noxious or noxious weeds. The County will make a reasonable effort, although not required, to notify the permit holder using the contact information listed on the Hay Permit prior to herbicide application. _____
11. A Hay Agreement may be denied if:
 - a. The County road right of way has been sprayed in the season prior to the Hay Permit application; _____
 - b. The County's priorities for vegetation control cannot be deferred until after July 15; _____
 - c. Road construction, repair, gravelling or any other maintenance activities are scheduled during the Hay Permit period of May 1 to July 15; or _____
 - d. Previous Hay Permit approvals did not comply with the County's Vegetation Management Policy AG 016. _____
12. The County reserves the right to refuse to grant a Hay Permit to any Ratepayer for any reason. _____
13. Ratepayers must complete Appendix A attached hereto to be eligible for a Hay Permit. _____
14. The Ratepayer shall, at all times, indemnify and hold harmless the County against all actions, claims, demands, suits or proceedings whatsoever that may be lawfully brought or made against the County by reason of anything done by the County in accordance with this agreement or by the Ratepayer, its agents, employees,



invitees, or contractors, whether or not such things are done in the exercise of
purported exercise of the rights herein conferred upon the County. _____

15. Any notice to be given by the parties shall be communicated using one of the methods _____
of contact listed below:

a. To the County:

County of Vermilion River
Attention: Cathie Erichsen Arychuk
Box 69, 4912 50 Avenue
Kitscoty, AB, T0B 2P0
CArychuk@county24.com
780-846-3301

b. To the Ratepayer:

Name: _____

Address: _____

Phone Number: _____

THIS AGREEMENT dated the ____ day of _____, 20____.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties listed below.

RATEPAYER

COUNTY OF VERMILION RIVER

Name (Please Print)

Agricultural Fieldman (Please Print)

Signature

Signature



APPENDIX "A"

Clearly indicate which roadsides and which sides of the roadsides the Ratepayer is requesting to be included in the Hay Permit. It will be the Ratepayer responsibility to ensure that hay has been cut, baled, and removed in a timely manner.

ALL ROADSIDES ADJACENT TO THE PROPERTIES INDICATED WILL BE INCLUDED IN THE ROADSIDE HAYING AGREEMENT.

Homestead Location: _____
Section Quarter Township Range Meridian

Hay Permit Location: _____
Section Quarter Township Range Meridian

Hay Permit Location: _____
Section Quarter Township Range Meridian

Hay Permit Location: _____
Section Quarter Township Range Meridian