



**NO SPRAY AGREEMENT**

**THE PARTIES TO THIS AGREEMENT ARE:**

**The Corporation of the County of Lanark**  
99 Christie Lake Road, Perth, Ontario K7H 3C6  
Phone: (613) 267-1353; Fax: (613) 267-2793  
E-Mail: [roads@lanarkcounty.ca](mailto:roads@lanarkcounty.ca)  
("County")

**AND:**

\_\_\_\_\_ } Full Name(s)  
\_\_\_\_\_ } Mailing Address  
\_\_\_\_\_ }  
\_\_\_\_\_ } Phone Number  
\_\_\_\_\_ } Email

("Landowner/Occupant")

**BACKGROUND:**

1. County 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 County ("**County Road**").
3. County uses various herbicides as vegetation control measures on County 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 County 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. County agrees to grant permission to the Landowner/Occupant whose lands abut County Road to provide vegetation management on certain parts of County 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 County 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 County) \_\_\_\_\_

("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 County staff to ensure your request is clearly identified.)

3. The Landowner/Occupant hereby certifies to County 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 19, 2026**. In the event County, in its absolute discretion, determines that the Landowner/Occupant has not undertaken adequate Vegetation Control Measures, County 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 County's regular Roadside Vegetation Management Program, which may include roadside spraying.

6. The Landowner/Occupant shall execute the Waiver and Acknowledgement of Risk document attached as Schedule "A", and at all times save harmless and indemnify County, 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 County, its elected officials, officers, employees, agents, or anyone acting on behalf of the County, or any of them, in connection with or in any way related to this Agreement.

7. The term of this Agreement shall be from the date of signing by County to April 1, 2027. The Agreement may be delivered in person, by email, by fax or mail. Only those Agreements that are signed and dated will be accepted.

8. The County reserves the right to request confirmation that the Landowner/Occupant holds in-force liability insurance throughout the term of this agreement.

**MISCELLANEOUS**

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

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

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

12. 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.

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



- 14. This Agreement shall be governed by the laws of the Province of Ontario.
- 15. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns respectively of each of the Parties hereto.
- 16. 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.
- 17. The parties agree to execute all reasonably necessary documents in order to give effect to the terms and effect of this agreement, including but not limited to Schedule A - No Spray Agreement Indemnity Requirements.

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

**THE CORPORATION OF THE COUNTY OF LANARK**

Per:

\* \_\_\_\_\_ Date: \_\_\_\_\_

Elizabeth Boldt, Climate and Environmental Coordinator  
(I have authority to bind the corporation)

\* \_\_\_\_\_  
Witness

\* \_\_\_\_\_ (seal) Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Occupant/Landowner**



## **SCHEDULE A - NO SPRAY AGREEMENT INDEMNITY REQUIREMENTS**

**All parties** to the No-Spray Agreement (the "Agreement") must complete and sign this Waiver and Acknowledgement of Risk prior to the Agreement coming in force pursuant to section 15 of the Agreement.

### **Waiver and Acknowledgement of Risk**

**Landowner/Occupant Name** (please print all owners signing the Agreement)

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I acknowledge having read a copy of the Agreement and understand the terms and conditions within the said Agreement (the "Terms and Conditions"). I confirm that I will abide by the Agreement and the Terms and Conditions. I further confirm this Waiver and Acknowledgment of Risk shall remain in full force and effect during the period the Agreement is in effect.

I understand that my obligations under the Agreement does not make me an employee, agent, or contractor of or for The Corporation of the County of Lanark ("County"). County will not assume any responsibility for any personal injury or material losses, damages, claims, liabilities, or suits whatsoever arising from my responsibilities under the Agreement.

I understand that my responsibilities under the Agreement 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 undertaking the responsibilities under the Agreement, 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 County. I understand that all services I perform under this Agreement are undertaken at my own risk, which services include:

[X] Vegetation control measures in the Weed Control Area defined in the Agreement according to the standards set out in the Agreement:

- a) Complete destruction (all parts of the plants) of all "Noxious Weeds" as per the list of Noxious Weeds in the Weed Control Area and;
- b) Control of the spread of all Noxious Weeds as per the list of Noxious Weeds in the Weed Control Area for the full season

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 Corporation of the County of Lanark ("County"), its elected officials, officers, employees, agents, or anyone acting on behalf of the County, 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 obligations under the No-Spray 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 foreseen or unforeseen and whether arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of County, its elected officials, officers, employees, agents, or anyone acting on behalf of the County, or any of them, in connection with or in any way related to the No-Spray Agreement.

I confirm that I have been advised to obtain independent legal advice prior to signing this Waiver and Acknowledgment of Risk and I have declined to do so.

# LANARK COUNTY

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_

Witness

\_\_\_\_\_

Signature of Landowner/Occupant

\_\_\_\_\_

Witness

\_\_\_\_\_

Signature of Landowner/Occupant