



POLICY NO. 6200-007

April 11, 2023

TITLE: VEGETATION MANAGEMENT POLICY

PURPOSE:

One of the many responsibilities invested with Westlock County as part of the Municipal Government Act is stewardship of public lands within the municipality. One aspect of this stewardship is ensuring that these lands are in compliance with Alberta's Weed Control Act. From application of herbicides to the destruction of saplings spreading from treelines this policy serves to specify the areas covered and methods used by Westlock County to ensure best agricultural practices are followed, county infrastructure is protected, and rural roads are made safer to traverse.

1.0 DEFINITIONS:

- 1.1 "County" means Westlock County.
- 1.2 "Hamlets" refers to the unincorporated communities of Busby, Dapp, Fawcett, Jarvie, Nestow, Pibroch, Pickardville, Tawatinaw and Vimy.
- 1.3 "Landowner" means the person registered as the owner of the land as per the Land Titles Act, RSA 2000 c. L-4.
- 1.4 "Noxious Weed" and "Prohibited Noxious Weed" means plant species which have been designated as such in Alberta Regulation 19/2010 under the Weed Control Act, SA 2008 c. W-5.1.
- 1.5 "Occupant" means an individual occupying or exercising control or an individual who has the right to occupy or exercise control over land they do not own.
- 1.6 "Public Land" means all land owned or managed by Westlock County.
- 1.7 "Public Areas" means all land between or adjoining privately owned residential land under the responsibility of the County.
- 1.8 "Road Allowances" means both developed and undeveloped land owned by the Province of Alberta set aside for the purposes of constructing roads.
- 1.9 "Reserve Land" means community service, municipal, and environmental reserves as outlined in the Municipal Government Act, RSA 2000 c. M-26.


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2.0 AREAS COVERED:

- 2.1 This policy applies to all the following areas, hereafter referred to as "Areas Covered" within the County:
 - 2.1.1 Public Lands,
 - 2.1.2 Road Allowances,
 - 2.1.3 Public Areas of Hamlets,
 - 2.1.4 Public Areas of multi-lot subdivisions,
 - 2.1.5 Reserve Lands.

3.0 OBJECTIVES:

- 3.1 The County will endeavor to:
 - 3.1.1 Destroy all Prohibited Noxious Weeds on Areas Covered,
 - 3.1.2 Control or destroy all Noxious Weeds on Areas Covered.
 - 3.1.3 Prevent the spread of Noxious Weeds and Prohibited Noxious Weeds from Areas Covered to private and adjacent lands,
 - 3.1.4 Remove woody species under two meters in height from Road Allowances.
 - 3.1.5 Comply with the Environmental Protection and Enhancement Act (RSA 2000, c. E-12) at all times.
 - 3.1.6 Manage vegetation in Areas Covered following best agricultural practices at the lowest long-term cost.
- 3.2 All records regarding this policy will be kept as per Westlock County Policy 4.08 Records Retention Schedule including all amendments or as per its replacement if rescinded.

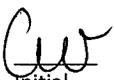

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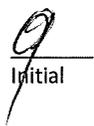
4.0 NO-SPRAY AGREEMENTS:

- 4.1 Landowners or Occupants who wish to have Areas Covered adjacent to land they own, occupy, or exercise control over exempt from the application of herbicides by the County may enter into a no-spray agreement with the County.
- 4.2 A no-spray agreement may be requested by signing and submitting a completed "Exemption from Municipal Road Allowance Herbicide Application" which is attached to this policy under Schedule "A".
- 4.3 Occupants who wish to apply for a no-spray agreement must either:
 - 4.3.1 Acquire the signature of the Landowner on the submitted application to signal their consent,
 - 4.3.2 Submit the landowner's consent in writing alongside the application.
- 4.4 Applications and any supporting documentation must be submitted by April 30th.
- 4.5 Landowners who enter into a no-spray agreement with the County agree to assume the responsibilities and objectives of the County as outlined in Sections 3.1.1 through 3.1.4 of this policy for all areas exempted under the agreement.

5.0 REVIEW OF POLICY:

- 5.1 This policy will be reviewed every three years by the Chief Administrative Officer or their designate and will determine if changes are required and make recommendations to Council for said changes.


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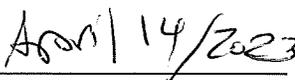
6.0 END OF POLICY (EXCEPTING SCHEDULE A)



Reeve



Chief Administrative Officer



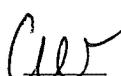
Date Signed

POLICY HISTORY:

First Enacted: April 11, 2023

Reviewed:

Reviewed and Amended:



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SCHEDULE A

EXEMPTION FROM MUNICIPAL ROAD ALLOWANCE HERBICIDE APPLICATION

NAME OF LANDOWNER OCCUPANT _____

If Occupant, please attach signature or correspondence from landowner granting consent for occupant request.

PHONE NUMBER: _____ E-MAIL: _____

MAILING ADDRESS: _____ CITY: _____ POSTAL CODE: _____

QUARTER SECTIONS CONTAINING REQUESTED EXEMPTIONS:

____ 1/4 of SEC ____ TWP ____ RGE ____ W of ____th Meridian as shown in Figure ____

____ 1/4 of SEC ____ TWP ____ RGE ____ W of ____th Meridian as shown in Figure ____

____ 1/4 of SEC ____ TWP ____ RGE ____ W of ____th Meridian as shown in Figure ____

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____ 1/4 of SEC ____ TWP ____ RGE ____ W of ____th Meridian as shown in Figure ____

if more areas should be indicated, a secondary copy of Schedule A may be attached as an extension of this agreement.

Each area should be indicated on a copy of the map on page 2 of this schedule and initialed by applicant and county employee.

REQUESTED EXEMPTION

I request that the areas indicated are exempted from activities resulting from Westlock County Policy #6200 – 07 Vegetation Management Policy.

I understand that with any granted exemption I take full responsibility for management of:

- Noxious Weeds and all requirements to control them on the areas indicated.
- Prohibited Noxious Weeds and all requirements to destroy them on the areas indicated.
- Woody species under 2 feet in height and the requirement to control them within all road allowances.

I understand that failure to uphold these responsibilities may result in Westlock County fulfilling its required duties under the Weed Control Act and any resulting required measures.

I understand that this agreement is to be renewed before May 30th of every year and does not carry forward in perpetuity.

(APPLICANT)

(COUNTY EMPLOYEE)

(DATE)


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FIGURE # _____

_____ 1/4 of SEC _____ TWP _____ RGE _____ W of _____th Meridian

APPLICANT: _____ COUNTY: _____

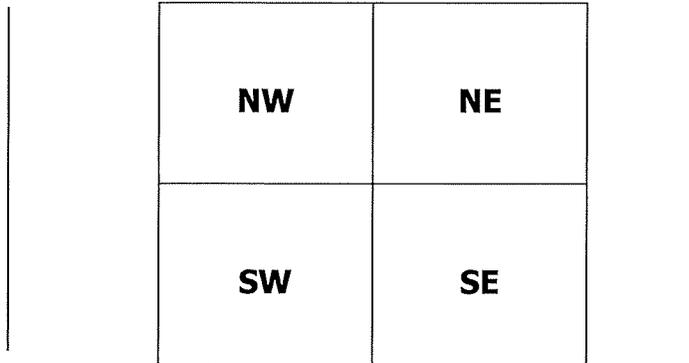
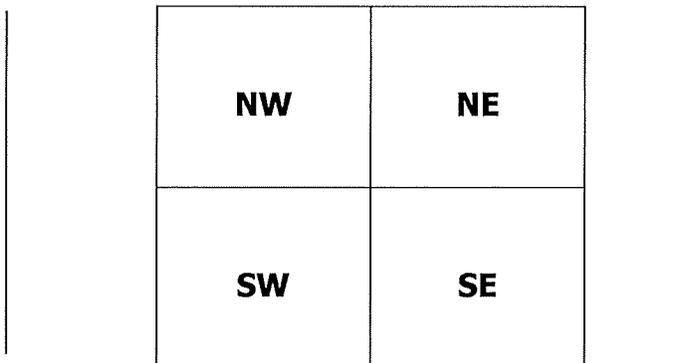


FIGURE # _____

_____ 1/4 of SEC _____ TWP _____ RGE _____ W of _____th Meridian

APPLICANT: _____ COUNTY: _____



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