



NO-SPRAY AGREEMENT

RIGHT-OF-WAY VEGETATION MANAGEMENT PROGRAM

1. Property Owner/Applicant Information

Name: _____ Phone: _____
Mailing Address: _____ Email: _____
City: _____ State: _____ Zip: _____

2. Location

Road Name: _____ Site Address: _____

3. Agreement – Applicant Agrees to the Following Conditions: (Applicant to Initial Each Section)

_____ I agree to maintain vegetation within the Lewis County road right-of-way in accordance with the current Lewis County Vegetation Management Program. This includes the control of vegetation within the shoulder areas, ditches and slopes.

_____ I understand this agreement will expire yearly on February 1st, and must be renewed annually.

_____ I understand that this agreement applies to the application of dormant and brush spray herbicides.

_____ I accept the responsibilities outlined in this agreement. I further agree that my performance under this agreement is at my sole risk, and I shall indemnify Lewis County, its agents and employees, and hold them harmless from any and all liability for damage, costs, and expense resulting from, arising out of, or in any way connected with this agreement, or from my failure to perform fully thereunder. I further agree to defend Lewis County, its agents and employees, against all suits, actions, or proceedings brought by any third party against them for which I would be liable thereunder.

_____ I hereby represent I own or lease the land adjacent to the County road and understand this agreement is not transferable.

_____ I understand if I do not maintain the vegetation in accordance with Lewis County's Vegetation Management Program, this agreement becomes null and void and vegetation within the subject right-of-way will be maintained by Lewis County personnel including the application of herbicides.

4. Signature: (The undersigned has read, understands, and accepts the terms and conditions set forth herein)

Printed Name: _____ Signature: _____ Date: _____

Acknowledgement – Lewis County Representative:

Printed Name: _____ Signature: _____ Date: _____

General Provisions

1. Property owners requesting a No-Spray Agreement shall provide documentation they meet one of the following criteria;
 - a. Organic Farming – Applicants interested in becoming a certified organic farm need to contact the United States Department of Agriculture for the necessary steps for the certification process. It has been Lewis County’s standard procedure to stop applying brush spray once an organic farm certification has been provided and verified
 - b. State Listing – Applicants who qualify for the State Chemical Sensitive Persons list will not be charged the \$300 fee for the No-Spray Agreement
 - c. Public Water System - Existing Public Water Systems with wellheads located 100 feet or less of the LC right-of-way will not be charged the \$300 fee for a No-Spray Agreement as these wells were permitted to be installed prior to implementation of this No-Spray policy and will therefore be “grandfathered”.
2. Property owners who obtain a No-Spray Agreement from Lewis County become responsible for maintaining the vegetated area within the Lewis County Right-of-Way along their property. If the Agreement holder fails to maintain the area in accordance with the terms of this Agreement, Lewis County Public Works will maintain the area as needed including mowing and/or spraying.
3. No Spray Agreements due to the proximity of an existing Public Water System well head (within 100 feet or less of the LC right-of-way) will not be charged the \$300 fee for a No-Spray Agreement as these wells were permitted to be installed prior to implementation of this No-Spray policy and will therefore be “grandfathered”.
4. No dirt, debris, or other fill material shall be placed on the County right-of-way.
5. Lewis County is not responsible for any damaged or lost No Spray signs.

Agreement Conditions

1. “No Spray” signs will be purchased and installed by Lewis County Public Works in accordance with Lewis County standards and State and Federal laws. The signs shall not be moved, covered, or in any other way altered by anyone other than an authorized Lewis County Public Works employee.
2. Lewis County Public Works will assess a fee of \$300 upon approval of a requested No-Spray Agreement. The fee will cover the cost of the time and materials for the purchase and installation of two (2) No-Spray signs and processing the executed No-Spray Agreement. Applications can be obtained on the Public Works website or from the Community Development Permit counter and should be returned to the Permit counter for processing
3. Two (2) signs are required along the property adjacent to the County roadway. Any property owners requesting a No-Spray Agreement for a property adjacent to more than one (1) County road must purchase two (2) additional No-Spray signs for each additional roadway the property is adjacent to. If additional signs are required beyond the two (2) that come with the No-Spray Agreement, they can be purchased from Lewis County Public works for \$100 per sign. The \$100 per additional sign will cover the cost of the time and materials and installation of the sign.
4. Only authorized Lewis County Public Works employees will install No-Spray signs.
5. This Agreement must be renewed annually, on or before February 1 of the next year. An administrative fee of \$25 will be charged for processing the renewal. If an agreement is not renewed by February 1, it will expire.
6. No-Spray Agreements are non-transferrable, in the event the property ownership changes the Agreement will become void at the time of new ownership.