



**COUNTY OF CHEMUNG
DEPARTMENT OF PUBLIC WORKS**

Andrew P. Avery, P.E., Commissioner
John T. Webert, P.E., Deputy Commissioner

803 Chemung Street
Horseheads, NY 14845-2288
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Telephone (607) 739-3896
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ANNUAL - OWNER WILL MAINTAIN AGREEMENT

As a property owner in Chemung County, I understand Chemung County will provide a Herbicide Vegetation Control Program each year to discourage undesirable brush growth, noxious weeds and grass along the roadway shoulder.

I, _____, understand if I request the County **NOT** to spray adjacent to my property this year, then it becomes my responsibility to maintain the vegetation along said road right-of-way. I further understand if I do not maintain the vegetation, this agreement becomes null and void and said right-of-way will be returned to the Herbicide Vegetation Control Program.

Please Read Your Agreement

1. I request Chemung County delete spray at the location indicated below.
2. **I AGREE TO POST "Owner Will Maintain" or "NO SPRAY"** signs on the borders of my property so they are clearly visible from the driving lane on the side of the street closest to the property. I understand if I do not properly place the signs so they are clearly visible and readable (by the truck driver of the application vehicle) then the County may, **without prior notice**, treat the described area.
3. I agree to periodically inspect the signs for visibility and proper sign placement, and replace if needed. The signs are there to show applicators where the no spray property starts and ends.
4. I agree to control undesirable vegetation within the road right-of-way as follows:
 - a. The Chemung County Noxious Weed Control Program requires the eradication of tansy ragwort and other noxious weeds. If they are not removed, they will be spot sprayed by the County.
 - b. All vegetative growth is not to exceed 5 inches tall (ditch slopes included).
 - c. Vegetation must not hinder traffic visibility.
 - d. Vegetation must not encroach onto the roadway surface.

Note: If conditions b, c, and / or d are not met, then the County will mow and / or cut the vegetation without prior notice.

5. I hereby accept the responsibility for installation and maintenance of the "Owner Will Maintain" signs in the manner and at the location as set forth in this agreement. I further agree my performance under this agreement is at my sole risk and I shall indemnify Chemung County, its agents and employees, and hold them harmless from any and all liability for damage, costs, and expenses resulting from, arising out of, or in any way connected with this agreement, or from my failure to perform fully there under. I further agree to defend Chemung County, its agents and employees, against all suits, actions, or proceedings brought by any third party against them for which I would be liable there under.
6. I understand this agreement is not transferable and **is valid only for the calendar year in which it was signed**. So, this agreement must be signed and returned to the given Chemung County address **each year** in order for it to be in effect.

Name _____ Home Telephone _____
PLEASE PRINT

Sign Location Address _____ Work/Message Phone _____

City _____ State _____ Zip _____

Note: Only use 2 signs on a standard lot and 3 signs on a corner lot (placed by property corners near street). Signs indicate START and STOP.

Do you own the property? Yes No Owners name if you rent _____

Signature of owner/occupant

Andrew P. Avery, PE Commissioner of Public Works

Date

Chemung County Issuing Person and Witness

If you would like a copy, please check box.

Note: Alterations to this form will void this agreement

Return To: Chemung County Department of Public Works
803 Chemung St
Horseheads, NY 14845