



NOXIOUS WEEDS AND COUNTY ROADS

Since noxious weeds are readily transported via man and machines, roadsides provide a perfect corridor from which weeds can be spread. Highways and road right-of-ways are identified as a high priority area for noxious weed control in Park County. A good roadside weed management program is essential to check the spread of noxious weeds in these areas.

The Weed District has adopted the following plan for controlling noxious weeds on county road right-of-ways:

1. Broadcast herbicide treatments, only if needed, to manage noxious weeds where environmental considerations are taken into consideration.
2. Use of properly trained operators and herbicides for the control of noxious weeds present.
3. Cultural management of noxious weeds in sensitive areas.

VOLUNTARY LANDOWNER ROADSIDE MANAGEMENT AGREEMENTS

The Weed District realizes that landowners may voluntarily seek to enter into an agreement for the management of noxious weeds along state and/or county roads bordering or bisecting their property, and therefore established this "Landowner Roadside Weed Maintenance Program" in accordance with §7-22-2153, MCA. Under this Program, any voluntary agreement must, in the Weed District Board's judgment, provide for effective noxious weed management. The agreement must be signed by the participant and be approved by the Weed District board or presiding officer. The Weed District Coordinator will provide an agreement application form which contains the minimum requirements for such agreements under Montana law. That agreement application, once signed by all parties, constitutes a binding agreement for noxious weed management on the roadside areas defined in the agreement.

If a landowner would like to participate in a "Landowner Roadside Weed Management Agreement" they must fill out the attached application form and submit it to the Weed District Office for consideration. The application will either be approved as submitted, approved with modifications, or not approved. Criteria for non-approval include but are not limited to the following:

- a. The application does not propose effective noxious weed management that complies with weed control laws and accepted practices.
- b. There is a prior history of noncompliance by the applicant in regard to managing noxious weeds under a previous agreement.
- c. Valid noxious weed complaints have previously been filed against the applicant's property.
- d. The application is counter-productive to the Park County Weed Management Plan.

If a new landowner purchases the property and wants to continue managing noxious weeds on a public roadside right-of-way, that landowner must submit a new Application for consideration by the Weed District Board.

If an agreement is approved, the following conditions apply:

1. The responsibility for managing noxious weeds on the specified section of right-of-way is transferred from the WEED DISTRICT, EASEMENT OWNER, or MONTANA DEPARTMENT OF TRANSPORTATION to the PARTICIPANT signing the agreement. The WEED DISTRICT, EASEMENT OWNER, or MONTANA DEPARTMENT OF TRANSPORTATION will treat noxious weeds up to the posted signs along the PARTICIPANT's property borders so long as the signs are posted.
2. If the WEED DISTRICT finds that the PARTICIPANT has failed to adhere to the agreement, the WEED DISTRICT shall issue an order informing the PARTICIPANT that the agreement will be void and that the responsibility for the management of noxious weeds on the right-of-way will revert to the WEED DISTRICT, EASEMENT OWNER, or MONTANA DEPARTMENT OF TRANSPORTATION unless the PARTICIPANT complies with the provisions of the agreement within the time period specified in the order.
3. The PARTICIPANT understands that failure to post the signs provided will automatically void this agreement without notice. This may result in the application of herbicide treatments within the right-of-way without notice.
4. Neither the WEED DISTRICT, EASEMENT OWNER, nor MONTANA DEPARTMENT OF TRANSPORTATION is liable for any injuries or losses suffered by the PARTICIPANT, or anyone acting on behalf of the PARTICIPANT, in managing noxious weeds on a state or county road right-of-way. §7-22-2153(3), MCA.



PARK COUNTY WEED DISTRICT
LANDOWNER ROADSIDE WEED MANAGEMENT PLAN

AGREEMENT

This Agreement is submitted to the Park County Weed District (WEED DISTRICT) by:

(Print First Name) (Print Last Name) (Phone)

of (Address) (City/State) (Zip)

herein known as the PARTICIPANT, to voluntarily manage noxious weeds in the ROW at the following location(s):

Three horizontal lines for address location details.

Are noxious weeds present on the PARTICIPANT'S property adjacent to the right-of-way? Yes [] No []

Are noxious weeds present in the ROW adjacent to the PARTICIPANT'S property? Yes [] No []

LANDOWNER ROADSIDE WEED MANAGEMENT PLAN

1. List which noxious weed species and the approximate size of infestation(s) found on property and in the ROW adjacent to the property. A complete list of noxious weeds to be controlled within the right-of-way can be obtained from the Park County Weed District Office and is included in this document.

Three horizontal lines for listing weed species and infestation sizes.

2. Briefly explain which noxious weed control method(s) will be used on the adjacent ROW and above property.

- [] Cultural / Mechanical [] Herbicide [] Biological

Please complete the appropriate section(s) corresponding to the weed management methods selected above.

(a) Cultural/Mechanical Control:

- 1. Noxious Weed _____ Method _____
2. Noxious Weed _____ Method _____
3. Noxious Weed _____ Method _____

4. Noxious Weed _____ Method _____

Control work to be done by: **Self** or **Contractor** Name of Contractor _____

Timing of treatment(s): _____

(b) Herbicide Control:

1. Noxious Weed _____ Herbicide Name _____ Rate _____

2. Noxious Weed _____ Herbicide Name _____ Rate _____

3. Noxious Weed _____ Herbicide Name _____ Rate _____

4. Noxious Weed _____ Herbicide Name _____ Rate _____

Control work to be done by: **Self** or **Contractor** Name of Contractor _____

Timing of treatment(s): _____

(c) Biological Control:

1. Noxious Weed _____ Method _____

2. Noxious Weed _____ Method _____

3. Noxious Weed _____ Method _____

Control work to be done by: **Self** or **Contractor** Name of Contractor _____

3. If desired, list the reason(s) you are requesting this agreement and any special considerations or concerns you would like the Weed District to consider:

By signing this Agreement, the PARTICIPANT agrees to control the noxious weeds within the boundaries described herein in accordance with the above Landowner Roadside Weed Management Plan and the requirements of the Montana County Weed Act §7-22-2101-§7-22-2153, MCA. The PARTICIPANT acknowledges and understands that any costs associated with the noxious weed management within the boundaries described herein are their responsibility, not the WEED DISTRICT. The WEED DISTRICT agrees to purchase and provide signs to the PARTICIPANT. The PARTICIPANT agrees to place the signs provided to them outlining the boundary of the locations listed above. Signs will be displayed in a conspicuous manner on all property lines along the road right-of-way and must be visible to the flow of traffic closest to the property (right lane for drivers). The PARTICIPANT understands that failure to place these signs will void this agreement without notice. At a minimum, the PARTICIPANT must post these signs seasonally no later than June 1st and can remove the signs after October 1st of the spray season. Failure to post the signs may result in the application of herbicide in the right-of-way without notice.

The PARTICIPANT agrees that he or she has read the Landowner Roadside Weed Management Plan provided with this Agreement and acknowledges that the WEED DISTRICT is not liable for any injuries or losses suffered by the PARTICIPANT or anyone acting on behalf of the PARTICIPANT in managing noxious weeds on the road right-of-way under §7-22-2153. The PARTICIPANT is aware that weed crews will treat noxious weeds up to the posted signs along the PARTICIPANT'S property borders, so long as

the signs are posted. The PARTICIPANT is also aware that noxious weeds will be treated on the ROW immediately across the road, unless they happen to own that land and it is included in this agreement, or, that landowner is in a separate landowner ROW agreement with the WEED DISTRICT.

If approved, this Agreement is valid for three (3) years from date of approval by the WEED DISTRICT. Before expiration of the three (3) year period, a new signed Agreement must be submitted to the WEED DISTRICT by the PARTICIPANT. The new Agreement must be approved by the WEED DISTRICT before the PARTICIPANT may continue his or her Landowner Roadside Weed Management Plan. If a new Agreement is not submitted by expiration of the three (3) year period, management of noxious weeds on the right-of-way will revert back to the entity who is responsible for managing the right-of-way.

If during the term of the Agreement the WEED DISTRICT finds that the PARTICIPANT has failed to adhere to the Agreement, the WEED DISTRICT shall issue an order informing the PARTICIPANT that the agreement will be void and that the responsibility for the management of noxious weeds on the right-of-way will revert to the entity responsible for weed management of the right-of-way unless the PARTICIPANT complies with the provisions of the agreement within the time period specified in the order.

BY SUBMITTING THIS AGREEMENT, THE PARTICIPANT AUTHORIZES THE WEED DISTRICT TO INSPECT THE PROPERTY AS NEEDED FOR REVIEW OF THE APPLICATION AND ENFORCEMENT OF THE AGREEMENT.

(PARTICIPANT'S SIGNATURE)

(PRINT NAME)

(DATE)

WEED BOARD REVIEW:

AGREEMENT **Approved** **Approved with Modifications** **Not Approved**

Agreement No. _____

Expiration Date: _____

MODIFICATIONS:

(WEED BOARD CHAIR)

(WEED COORDINATOR)

(PRINT NAME)

(PRINT NAME)

(DATE)

(DATE)