



## CHESAPEAKE RIVERWISE COMMUNITIES FINANCIAL INCENTIVE PROGRAM MAINTENANCE AGREEMENT

The Alliance for the Chesapeake Bay (Alliance) has grant funding to install BayScaping, rain gardens, and trees as a part of their Chesapeake RiverWise Communities.

\_\_\_\_\_ at \_\_\_\_\_  
(Name of Property Owner) (Address of Property Owner)

has had their property assessed by the Alliance and has voluntarily agreed to participate in this program.

For the purposes of this agreement, the Best Management Practices (BMPs) are defined as follows:

- “BayScaping” is defined as: An area that is landscaped using native plants from the mid-Atlantic region that are suitable to the site conditions. The BayScaped area will be designed to use plants adapted to the site's environmental conditions so that they will require little to no watering, fertilizer, or pesticides once established and, when possible, will provide habitat and food for wildlife. The BayScaped area will include a variety of plants and plant heights, plants with deep roots, and a layer of mulch to encourage storm water retention and uptake.
- “Rain garden” is defined as: An area that is designed to accept storm water from a rooftop or other impervious surface and allow it to infiltrate into the ground. The rain garden is designed to accept rain water from a point and, during large rain events, to accept overflow using sheet flow into the surrounding land without the use of an under drain attached to the sewer system. The rain garden is landscaped with native plants from the mid-Atlantic region that are adapted to be occasionally inundated with water.
- “Tree Planting” is defined as: The installation of trees from an approved native species list that follow the selection and installation guidelines provided.

### **Responsibilities of the Alliance for the Chesapeake Bay:**

1. Educate property owners about the Chesapeake RiverWise Communities program
2. Meet with property owners to ensure they understand the project and the maintenance required with it
3. Ensure the homeowner's proper use and maintenance of rain gardens, BayScape gardens, and trees, and monitor these installations for not less than six months and up to one year.
4. Oversee contractor's work to install the selected BMP.

### **Responsibilities of the Property Owner:**

1. Allow access to the site by Alliance representatives
2. Locate any surface or subsurface property conditions such as pipes, cables or other obstructions or hazards on the property
3. Allow photos to be taken before, during, and after installation of all projects to be used at the discretion of the Alliance
4. Allow Alliance representatives access to the rain gardens, BayScape gardens, rain barrels, and/or tree plantings for up to one year after installation to inspect for proper maintenance
5. Consider allowing access to property for pre-scheduled watershed friendly garden tours or displaying a sign on their property upon completion of installation explaining the landscape feature installed, their benefit to water quality, and that they were funded through grant funding
6. Maintain the BMPs, including adequate watering of any installed plants and weeding at least four times a year (see *Care Instructions*) so the BMPs continue to function properly
7. If unsure of proper maintenance of the installed BMPs request technical assistance from the Alliance
8. Promptly give notice to the Alliance and the contractor of observed installation defects

The responsibilities and obligations of the Owner shall constitute a covenant running with the land, and shall be binding upon all subsequent owners, their administrators, executors, assigns, heirs and any other successors in interest so long as they own the Property or any portion thereof served by the Facilities. Notwithstanding the foregoing, it is understood and agreed that any liability arising during the period of time when any such Owner owns the Property, or any portion thereof, shall remain a personal liability of such Owner.

**Financial Obligation of the Property Owner:**

The Financial Incentive Program provides you with a cost-savings but is not free-of-charge. So that property owners have some ownership of the landscaping work, the Alliance requires them to pay a \$25 enrollment fee.

**Indemnification**

The Property Owner agrees to indemnify and hold harmless the Alliance for the Chesapeake Bay and all of its officers, agents and servants against any and all claims of liability or lawsuits arising from or based on, or as a consequence of or result of, any act, omission or default of Alliance employees, in the performance of activities through the Chesapeake RiverWise Communities program.

**ALLIANCE FOR THE CHESAPEAKE BAY:**

ACCEPTED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PROPERTY OWNER:**

ACCEPTED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_