**Installing and Maintaining your Clean Water Project**

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[landowner’s name]*,

Thank you for partnering with us to host a voluntary clean water project on your property. This project is intended to protect the quality of Vermont’s rivers, lakes, streams, and wetlands. Your participation is a valuable contribution to Vermont’s water quality goals. This cover letter provides an overview of the attached Site Access Easement Agreement and Operation and Maintenance Plan and highlights some key aspects of how we will work together to help the project succeed. **Please read the attached Agreement carefully for the complete agreement terms.**

**What is this agreement saying?**

*Introduction*

Page One describes the parties to the Agreement, the property, the general clean water project context (with reference to the state statute and rule that supports this project), and the parties’ intent for access to the property and installation, maintenance, and inspection of the project.

*Project Description*

Pages Two and Three provide contact information as well as project details including location, expected “design life” (the number of years we expect that the project will protect water quality), maintenance activities needed to keep the project in good condition, and the frequency of those maintenance activities.

*Terms of Agreement*

After the project description topics, the document lists the terms of the Agreement—what the parties agree to, how long you’re agreeing to it, and other expectations for both parties.

The Agreement allows \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[list the relevant organizations]* and staff from the Vermont Department of Environmental Conservation to access the project on your property for planned visits with necessary equipment for the following purposes: 1) to install the project, 2) to regularly inspect the project to ensure proper function, and 3) to conduct routine maintenance activities that include \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[short description of common maintenance activities]* to keep the project working properly. We may also request to visit your property if damage is suspected (such as after a large storm) to inspect and possibly perform repairs. If you have concerns about damage to a project or if there is something you feel is not working properly, please contact us to request a site visit. All visits will be scheduled by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[landowner liaison organization]* via phone or email *[indicate landowner’s preferred contact method]* with at least 48 hours’ notice. Refer to the Operation and Maintenance Plan in the Agreement for more details.

Note that the Agreement prevents you from making a trespass or similar claim against the parties that are being authorized to enter your property for the reasons listed, but you retain the right to make a claim for negligent acts or omissions by those parties.

*Agreement Duration*

The Site Access Easement Agreement will initially last for \_\_\_\_ years *[fill in design life term].* This is the“design life” of the project, orthe number of years we expect that the project will protect water quality, if properly maintained. At the end of the initial term, the easement will automatically renew for consecutive \_\_\_\_\_-year terms *[fill in the mutually agreed upon renewal term]*. You or the CWSP can choose not to renew the easement, by sending written notice by Certified or Registered US Mail at least 180 days before the scheduled renewal date. The easement is intended to remain on the property even if it is transferred to a new landowner. To ensure that future landowners know about the easement in advance, the CWSP will record it in your municipality’s land records.

If you decide to transfer the property, please communicate this landowner change to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[CWSP*] at least 30 days before the transfer andinform the new landowner about the clean water project and the terms of this site access agreement. In the event that the Department of Environmental Conservation re-assigns the CWSP role to a different entity, you will be notified.

*A note about maintenance activities*

We share a common goal of taking care of the land to ensure the project’s success. As part of this agreement, please do/do not \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[*u*pon communication with landowner, and at the liaison or CWSP’s discretion, list instructions or maintenance tasks that the landowner can do themselves and any activities they should refrain from doing to not cause harm to the project].* We will implement the maintenance activities outlined in the Operation and Maintenance Plan and will minimize or restore (as reasonably practicable) any impacts that accessing the project site has on the rest of your property.

If you have any questions or concerns about site visits, maintenance activities, or the project itself, please contact \_\_\_\_\_\_\_\_\_\_\_ *[landowner liaison organization]* and we will work with you. We appreciate your willingness to be a good steward of your property and working with us to carry out this project. This voluntary project on your land will help us all work towards clean water and healthy watersheds in Vermont. Thank you!

*Please indicate a single entity who will serve as the landowner liaison. This organization will communicate with the landowner to schedule verification and maintenance site visits, and address landowner’s concerns and questions.*

Landowner Liaison Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Clean Water Project Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landowner Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Indicate preferred contact method:* Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Clean Water Service Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person for Clean Water Service Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SITE ACCESS EASEMENT AGREEMENT**

**FOR A CLEAN WATER PROJECT**

THIS SITE ACCESS EASEMENT AGREEMENT FOR A CLEAN WATER PROJECT (Agreement) is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Vermont, [add additional landowner lines if needed] and their heirs, administrators, successors, and assigns (collectively, “Landowner”); and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Clean Water Service Provider” or “CWSP” and with Landowner, the “Parties”).

**WHEREAS,** the Landowner owns certain land and premises located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Vermont (“Property”), as set forth in Exhibit A, within the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ watershed basin (“Basin”); and

**WHEREAS,** the CWSP has been assigned by the Secretary of the Vermont Agency of Natural Resources for the purpose of achieving pollutant reduction values, in accordance with the Clean Water Service Delivery Act (Act 76 of 2019) at 10 V.S.A. §§ 921-930 and the Clean Water Service Provider Rule, Environmental Protection Rule Chapter 39 (“Rule”); and

**WHEREAS,** the CWSP is responsible for implementation and operation and maintenance of clean water projects designed to improve water quality to achieve certain pollutant reduction targets (10 V.S.A. § 924 and the Rule §§ 39-101 and 39-403); and

**WHEREAS,** maintenance means ensuring that a clean water project continues to achieve its designed pollution reduction value for its design life and design life means the period of time that a clean water project is designed to operate according to its intended purpose; and

**WHEREAS**, Landowner wishes to voluntarily provide the CWSP with Property access for the clean water project, and the project is anticipated to result in a clean water improvement and possibly related environmental improvement outcomes; and

**WHEREAS,** the Parties desire that a clean water project be implemented and operated and maintained on the Property, as more particularly described in Sections 2 and 3 below (the Project; and

**WHEREAS,** the Project may require the CWSP, with its own forces or those of contractors, to enter upon the Property; and

**WHEREAS,** the Project may require a duly authorized representative of the Vermont Department of Environmental Conservation to enter upon the Property for Project inspection; and

**WHEREAS,** the Project’s design life is \_\_\_\_\_\_\_\_\_\_\_ years (Design Life);

**NOW, THEREFORE,** the Parties, intending to be legally bound, hereby agree as follows:

1. **Parties and Contact Information.** The Landowner and CWSP and their respective contact information are:

Landowner:

|  |  |
| --- | --- |
| Landowner Name |  |
| Landowner Phone: | ( ) \_\_\_-\_\_\_\_\_\_ |
| Landowner Email: |  |
| Landowner Mailing Address |  |

[use below if applicable]

|  |  |
| --- | --- |
| Landowner Name |  |
| Landowner Phone: | ( ) \_\_\_-\_\_\_\_\_\_ |
| Landowner Email: |  |
| Landowner Mailing Address |  |

|  |  |
| --- | --- |
| Landowner Name |  |
| Landowner Phone: | ( ) \_\_\_-\_\_\_\_\_\_ |
| Landowner Email: |  |
| Landowner Mailing Address |  |

[Add Additional Landowner tables if needed]

Clean Water Service Provider:

|  |  |
| --- | --- |
| CWSP |  |
| CWSP Phone: | ( ) \_\_\_-\_\_\_\_\_\_ |
| CWSP Email: |  |
| CWSP Mailing Address |  |

Any party may designate in writing, communicated to all other parties, any updated contact information for purposes of communication regarding this Agreement.

1. **Location of Project.** The Project is located at:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Refer to Exhibit B: As-built plan or final site plan with details of what was installed/constructed.

|  |  |
| --- | --- |
| Project Latitude Longitude (center point in Decimal Degrees): | Latitude ⁰N , Longitude ⁰W |

1. **Description of Project.** The Project and operation and maintenance will consist of the following:

|  |  |
| --- | --- |
| Project Type: | Choose a Project Type |
| Practice Type: | Choose a Practice Type |
| Watershed Projects Database ID: |  |
| Project Title: |  |
| Project Implementation Completion Date: |  |
| Project Design Life\*: |  |
| Special Equipment Required, if any\*: (e.g., Vactor truck, anything other than hand tools) |  |
| Frequency of Regular Inspections\*: |  |

[Add additional project description tables if multiple practices]

|  |  |
| --- | --- |
| **Operation and Maintenance Plan** | |
| Operation and maintenance will include the following activities\* (such as weeding, mowing, sediment and debris removal, inlet and/or outlet cleaning, and equipment maintenance) and project repairs on an as-needed basis within the reasonable discretion of the CWSP\*\*. | Frequency (e.g., quarterly, annually, or as needed) |
|  |  |

\*If O&M plans are updated to reflect new knowledge and best practices, they may be mutually signed and placed in the CWSP’s files without the need to update the easement itself.

\*\*The DEC O&M manual contains guidance on equipment required, frequency of inspections, and O&M activities.

1. **Grant of Site Access Easement.** Landowner, for themselves and their heirs, administrators, successors, and assigns, hereby gives, grants, sells, conveys and confirms to the CWSP and its agents, employees, contractors, successors, subgrantees, and assigns, an easement and right to enter upon the Property, with workers and equipment, for the purpose of undertaking the Project and all activities reasonably related thereto, including operation, maintenance, repair, and replacement. This grant includes a right of reasonable access to the Property proximate to the Project site for the foregoing activities, as well as the ability of a duly authorized representative of the Vermont Department of Environmental Conservation (DEC) to enter the Property for purposes of conducting a Project inspection following 48 hours’ notice to the Landowner at the last phone number and email provided to the CWSP.
2. **Limited Release.** Landowner hereby waives, releases and discharges any claims, whether styled as trespass or otherwise, that may arise from the entry described in Section 4.
3. **Retention of Certain Other Rights.** Notwithstanding Section 4 of this Agreement, the Landowner retains the right to assert against the CWSP, its contractors, or other parties any claims that may arise from negligent acts or omissions during the Project.
4. **Term of Site Access Easement.** The Grant of Site Access Easement shall run with the land and be effective for a term of \_\_\_\_\_\_ years, or until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [must be at least as long as the Design Life] (Easement Term). After the Easement Term, the Site Access Easement shall automatically renew for consecutive \_\_\_\_-year terms subject to the right of either party to decline renewal of the Site Access Easement by providing the other party 180 days’ written notice by Certified or Registered US Mail with or without cause. Renewal declinations must be sent by either party at least 180 days before the scheduled renewal date.
5. **Notice of Conveyance of Property or CWSP Role.** Landowner hereby agrees to make its best efforts to inform the CWSP by email 30 days prior to conveying the Property to a subsequent owner. Landowner will be notified if a different entity is assigned to the Basin CWSP role.
6. **Landowner Use Limitation in Project Area.** The Landowner and its heirs, successors, and assigns shall have the right to make use of the Property subject to the access rights granted herein, provided that the use does not conflict with the CWSP’s access rights. Landowner will not undertake any activity or make any modifications that materially change the final project design or intended usefulness as implemented without obtaining prior written CWSP approval.
7. **CWSP Restoration of Property Disturbance Outside Project Area; Project Area Release.** The CWSP or its agents, employees, contractors, successors, or assigns, shall restore any portion of the Property outside the Project Area disturbed or affected by the exercise of their access rights as near as reasonably practicable to the condition prior to such exercise at the sole cost of the CWSP or its agents, employees, contractors, successors, or assigns and within a reasonable time. Landowner releases CWSP from any obligation to restore the Project Area or reclaim any changes to the Property contemplated within the Project Description.

TO HAVE AND TO HOLD, all right and title in and to the herein conveyed rights and this Site Access Easement with all the privileges and appurtenances thereof, unto the CWSP, its authorized representatives, successors and assigns to their own use and behoof forever; and the Landowner, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for itself and its heirs, successors and assigns, does covenant with CWSP, its authorized representatives, successors and assigns, that from and after the ensealing of these presents, it is the sole owner of the Property, and has good right and title to convey the same in the manner aforesaid, and they are FREE FROM EVERY ENCUMBRANCE and it hereby engages to WARRANT and DEFEND the same against all lawful claims whatever.

The Parties have caused this Agreement to be executed as of the date of final signature below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party Name: Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party Name: Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party Name: Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party Name: Date

[Easement requires notary]

[Exhibit A – Access description; for Easement include Property Deed description]

[Exhibit B – Site plan with details of Project Area]

[Exhibit C – Supplemental provisions following [Guidance Chapter 7](https://dec.vermont.gov/water-investment/statues-rules-policies/act-76/background-law-rule-and-guidance#Guidance), if applicable]