**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 License/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*

*For license include this paragraph:* The Site Access **License** 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 license will automatically renew for consecutive \_\_\_-year terms *[fill in the mutually agreed upon renewal term]*. You or the Clean Water Service Provider (CWSP) can choose to cancel this agreement at any time following certain notice requirements. If you have concerns, the agreement requires you to inform the CWSP of these concerns at least 60 days before sending a termination notice. You can send the notice of concerns through your landowner liaison if preferred. The CWSP will work to address concerns where feasible. If you still wish to cancel, you can do so by sending written notice by Certified or Registered US Mail. This Site Access License Agreement will end 180 days after the termination notice is sent.

*For easement include this paragraph:* 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_