

CleanScapes Reimbursement and Credit Agreement

Pursuant to Howard County Code §§ 20.1105 and 20.1106, Howard County, Maryland ("County") and _____ ("Owner") enter into this Agreement this ____ day of _____, 202__, regarding a Watershed Protection and Restoration Fee Reimbursement and Credit granted in consideration for the installation and maintenance of certain stormwater best management practices ("BMP") at _____, _____ (City), MD _____ (zip code), (the "Subject Property").

The County and the Owner agree that, in consideration for the Owner's installation and continued maintenance of approved BMP, the County will provide a reimbursement of certain costs of installation, as provided by County Council Resolution, and a credit, in an amount to be determined by the County after inspection of the BMP, to the Watershed Protection and Restoration Fee for the Subject Property.

The Owner agrees to maintain, at Owner's expense, the approved BMP for the duration of property ownership in accordance with the maintenance needs required by the County, which may be found at <https://www.cleanwaterhoward.com/what-is-your-role/residential-properties/maintenance>.

The Owner agrees that the BMP is subject to inspection by the County and understands that the reimbursement and credit are contingent on the correct installation and proper functioning of the BMP. By County law, a credit may not be awarded where a property owner denies inspection, or the BMP is not functioning as intended. The Owner agrees to comply with relevant County law as a condition of receiving the reimbursement and continuing to receive the credit and agrees to hold the County harmless for any claim that may arise from the installation of the BMP.

The Owner hereby grants permission to the County, its authorized agents and employees, to enter the Subject Property after providing 48 hours written notice and, in any case, at reasonable times and without unreasonable disruption to inspect the BMP to ensure that it is functioning properly and as intended.

If the BMP is not maintained in a manner that allows the project to function as intended, any credit will cease until the BMP is repaired.

IN WITNESS WHEREOF, the Owners and the County have executed this Agreement on the date set forth below.

Owners:

x _____

Print Name: _____

x _____

Print Name: _____

Date: _____

Howard County, Maryland

By: _____
Joshua Feldmark, Office of Sustainability

Date: _____

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this _____ day of _____, 20____.

Gary W. Kuc
County Solicitor
Reviewing Attorney:

Lewis Taylor, Senior Assistant County Solicitor