

WATERSHED ALLIANCE OF YORK

The WAY: Watershed Forestry Program AGREEMENT

This agreement, dated _____, between _____ (Cooperator) and the Watershed Alliance of York (Implementation Partner) allows the Implementation Partner and/or its Partners to undertake stream riparian tree planting activities on land owned by the Cooperator in _____ County, Commonwealth of Pennsylvania. These activities, site plans and maps are described in Appendix A. The Cooperator agrees to maintain the riparian buffer depicted in Appendix A under this agreement for at least six (6) years beginning on _____ (day/month/year) and ending on _____ (day/month/year).

In signing this agreement, the Cooperator grants to the Implementation Partner, or its designees, the authority to complete the activities described in Appendix A. The site plan drawings included in Appendix A indicate pre-restoration site conditions and work to be completed.

Appendix B identifies estimated buffer planting costs and donations of supplies or equipment from the Implementation Partners and its Partners to the Cooperator for carrying out these activities.

The Cooperator grants the Implementation Partner vehicular access to the site to conduct project-related activities such as site analysis and design, installing trees, shrubs and other vegetative cover, inspecting completed work, surveying wildlife populations, etcetera for the life of the contract. Landowner does not have to be present unless otherwise notified by the project manager. Cooperator agrees to allow the Implementation Partner access to the site with 48 hours prior notice.

The Cooperator retains all rights to control trespass and retains all responsibility for taxes, assessments, granting of right-of-way, control and eradication of noxious weeds, and other incidences of ownership.

The Cooperator agrees that all design and project implementation will be managed by the Implementation Partner or its representatives.

The Cooperator will become the steward for the riparian buffer and assumes responsibility for all maintenance after the initial restoration work is completed, except for initial repairs required because of inadequate construction by the Implementation Partner or its Partners. Landowner's stewardship activities are described in Appendix A. However, in the event that a natural circumstance, beyond the control of the Cooperator, damages to the constructed or installed components of the restoration project, the Cooperator will not be required to repair these damages.

The Cooperator agrees to ensure that trees and shrubs planted in the project area are not cut, removed, mowed or otherwise disturbed, and the materials used to protect these trees remain in place for the life of the contract.

The Cooperator must obtain the Implementation Partner's written consent in order to modify the original site plan. The agreement may be modified at any time by mutual consent. Modifications may also be terminated in writing by either party within thirty (30) days of receipt of the written notice. Any written notice to the Implementation Partner shall be sent to: _____

APPENDIX A

RESTORATION and STEWARDSHIP PLAN, SITE PLAN DRAWINGS

RESTORATION AND STEWARDSHIP PLAN

The following is a listing of sequenced events which will take place during the riparian buffer planting and/or lawn conversion period for the _____ riparian tree planting/lawn conversion projects. The Implementation Partner's objective is to permanently protect the streambanks in an environmentally friendly manner, which will also improve the riparian area surrounding the stream. Specific project details include:

- A visual inspection and PA-one-call will be done to ensure that the buffer will not be planted over the right of way of any buried utility lines including but not limited to gas, phone, water, and/or sewage, or directly under any electric lines.
- Materials may be delivered on site prior to scheduled planting date. These materials will be placed on a pre-determined site identified by landowner and project manager.
- All planting personnel will use previously identified access lanes for transporting planting materials and equipment to and from planting site.
- All excess planting materials will be removed from site upon completion of planting.

Better maintenance for a riparian buffer will lead to an increased survival of planted trees and shrubs and a swifter return to natural conditions. General landowner stewardship for a riparian buffer, at a minimum, includes an annual inspection of the planted area, noting the condition of tree tubes -- including downed tubes, broken stakes, and trees emerging through the protective netting. If the Cooperator is so inclined, the downed tubes and broken stakes can be corrected and the netting on any tubes where the trees have emerged can be removed. The Cooperator may be contacted annually by the Implementation Partner to inquire about the annual inspection. In response to the contact, the Implementation Partner will make any needed maintenance decisions. During the annual inspection a landowner should note:

- Any tree tubes used to shelter the plants are design to allow for the growing tree to split out of the tube and will breakdown overtime, thus will not need to be removed.
- Netting used to "cap" tree tubes is utilized to prohibit birds (typically bluebirds) from entering the tube and becoming trapped. Upon tree emergence from the tube the netting is no longer needed and can be removed from the tubes.

SITE PLAN DRAWINGS

(See the included attached documents)

APPENDIX B

The project is named _____ and is _____ acres in size.

PROJECT BUDGET
PARTNER CONTRIBUTIONS,
SPECIAL PROVISIONS

Partner Contributions

	Cash	In-kind	
<i>The WAY Program Grant*</i>	\$ _____		*(\$6,000/acre rate)
Implementation Partner	\$ _____	\$ _____	
Other Partners _____	\$ _____	\$ _____	
Landowner	\$ _____	\$ _____	
Total	\$ _____	\$ _____	

Special Provisions

1. The landowner will be responsible for stewardship of the riparian plantings and restored area for the life of the agreement or six years, whichever is less.