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SAMPLE AGREEMENT

Edward L. Van Oeveren, M.D., M.P.H.
Health Officer

BAY RESTORATION FUND GRANT AGREEMENT

THIS AGREEMENT, is made this day of 200 , by and between Anne Arundel County, Maryland ("County"), and ("Owner"), who holds legal title to property designated in Anne Arundel County by Tax Map , Block , Parcel , Deed Reference , Tax Account No. , also known as (the "subject property").

WHEREAS, the Bay Restoration Fund Program (the "Program") permits the County to provide Grant funding to homeowners for the installation of a State of Maryland approved nitrogen-reducing technology unit (the "unit") into an existing onsite sewage disposal system if a property meets certain evaluation criteria; and

WHEREAS, Owner has made application for participation in the Program and for Grant funding for the installation of a unit under Permit T020 ; and

WHEREAS, the County has determined that the subject property meets the evaluation criteria required by the Program and qualifies for Grant funding for installation of a unit; and

WHEREAS, the County has reviewed bids submitted to the Owner by pre-qualified, licensed, manufacturer-approved disposal system contractors for the cost of the unit, installation of the unit on the subject property, and for five (5) years of inspection and maintenance of the unit after the date of installation. The Grant amount will be based on the lowest bid received; and

WHEREAS, Owner understands that release of Grant funding is contingent upon abiding with the terms of this Agreement; and

NOW THEREFORE, WITNESSETH: In consideration of the mutual covenants, conditions, and benefits contained in this Agreement, County and Owner hereby agree as follows:

1. The County agrees to award Program Grant funds in the amount of \$ _____ or the actual billed amount, whichever is lower (the "Grant"). Grant funds will be released to the Owner upon completion of installation, satisfactory inspection of the unit by the County, and submittal of a bill from the contractor. Owner hereby assigns the Grant funds to the pre-qualified, licensed, manufacturer-approved disposal system contractor that installs the unit upon release of the Grant funds by the County. If the amount billed by the contractor chosen by the Owner to install the unit exceeds the amount of the Grant, Owner is responsible for paying all excess costs directly to the contractor.
2. The County permit and application fees associated with permit number T _____ will be paid on behalf of Owner if they are accepted to participate in the Program, receive Grant funds, and abide by the terms of this Agreement.
3. Owner acknowledges and agrees that the Grant is limited to the installation and purchase costs of the unit, and five (5) years of inspection and maintenance of the unit after installation. Owner acknowledges that any costs incurred for any necessary maintenance, repairs or replacements to the unit of any kind arising after installation are the sole responsibility of the Owner, unless covered by a warranty or service contract provided by the manufacturer of the unit or installing contractor or purchased by Owner.
4. Owner is responsible for choosing a pre-qualified, licensed, manufacturer-approved disposal system contractor approved by the County for installation of the unit on the subject property and is responsible for entering into an agreement for services with the contractor and for making arrangements for installation, inspections, testing and sampling of the unit.
5. The unit shall be installed according to the plans and specifications approved by the County. Owner agrees and acknowledges that if installation and construction deviates substantially from the approved plans, Grant funds will not be released.
6. Owner acknowledges and agrees that participation in the Program requires the Owner to allow the installing contractor, or another pre-qualified, licensed, manufacturer approved disposal system contractor approved by the County, to enter the subject property to conduct inspections and evaluations of the unit and to perform quarterly water quality testing and effluent sampling for a period of five (5) years after installation. Resulting inspection reports and test results will be submitted by the contractor to the County and Maryland Department of the Environment ("MDE") for data collection, interpretation and unit evaluation.
7. Owner hereby grants the right to representatives of the County and MDE to enter upon the subject property during reasonable business hours for access to the unit and onsite sewage disposal system to make periodic inspections and to collect information or data to develop accurate and thorough records.

8. Owner agrees to perform any necessary repairs to the unit or onsite sewage disposal system or to install an approved holding tank system on the subject property if the County determines that the existing onsite sewage disposal system has failed, overflowed, or threatens the public health, safety or comfort of the citizens of Anne Arundel County. Owner agrees to assume full financial responsibility for any repair or replacement of the existing on-site sewage disposal system, or portion thereof.
9. Owner agrees to devote such care and effort to the proper operation and maintenance of the unit. If for reasons of the Owner's neglect, the unit is not adequately maintained or is damaged beyond repair, the Owner may be required to repay the full amount of the Grant to County, upon demand.
10. Owner agrees to review the septic education material and to abide by the guidelines provided by the manufacturer for the operation and maintenance of the unit.
11. Owner agrees that the only responsibility of the County under this agreement is to distribute the Grant pursuant to the terms of the agreement and that there will be no liability on the part of the County for any damage to persons or property arising out of the installation, inspections, testing or sampling of the unit by the contractor or arising from any disputes between the owner and contractor, or if the unit fails or the onsite sewage disposal system fails or overflows. The County does not warrant or guarantee the design, construction or operation of the unit and does not warrant or guarantee that future repair or replacement of the onsite sewage disposal system may not be necessary.
12. Owner agrees to connect the subject property to the public sewerage facilities and to properly abandon the onsite sewage disposal system and the unit at the Owner's expense, if and when public sewerage facilities become available.
13. Owner agrees to install only water conserving fixtures if any new plumbing is installed on the subject property.
14. Any future additions to the dwelling on the subject property must comply with all applicable State and local regulations, the County Master Plan for Water Supply and Sewerage Systems, the County Private Sewage Disposal Code, and all rules and regulations promulgated in connection therewith.
15. The unit is approved for installation as sited on plans approved by the County, to be () feet from the property line. Release of Grant funds for the unit is conditioned on the following:
 - (a)The unit is approved for installation as a repair of an existing onsite sewage disposal system on the subject property. The subject property is located in the Chesapeake Bay Critical Area. The installation of the unit is approved to serve the existing residential dwelling of square feet of living space and bedrooms.

16. The approval of Grant funding is subject to availability of Bay Restoration Program funds. A Certificate of Qualification is issued once the required materials have been submitted to the County. The Certificate of Qualification authorizes disbursement of Bay Restoration Program funds in accordance with the amount outlined in this Agreement. The Certificate of Qualification is valid for forty-five (45) days from the date of approval. If the installation of the unit is not completed within the initial forty-five (45) days, this Agreement will be voided and the Grant funds will not be released. Extensions are approvable only at the discretion of the County.
17. This Agreement shall not be construed to limit any authority of the County to protect the public health, safety, or comfort of the citizens of Anne Arundel County, or to issue any other orders or take any other legal action that is now or may hereafter be within its authority. This Agreement also shall not be construed to limit the authority of any other government agencies to issue any other orders or take any other legal action authorized by law.
18. The County shall record this agreement in the County land records.
19. At the time any contract of sale for the subject property is executed, Owner shall notify the purchaser of the terms and conditions of this Agreement.
20. This Agreement shall act as a covenant running with the land and binds the Owner, their heirs, assigns or successors in title.
21. This Agreement contains the entire agreement and understanding of the parties. No representation, whether written or oral, made prior to or contemporaneously with this Agreement, shall be considered a part of this Agreement unless in writing and included within it, or attached and incorporated by reference. This Agreement may only be changed or modified by a written agreement of the parties.
22. This Agreement shall be construed under the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST: ANNE ARUNDEL COUNTY, MARYLAND

____ BY: _____
Kerry Topovski, Director Date
Division of Environmental Health
Anne Arundel County Department of Health

ATTEST: OWNER

____ BY: _____
Date

ATTEST: OWNER

____ BY: _____
Date

Approved for form and legal sufficiency

NOTARY SEAL:

Assistant County Attorney Date

Approved for Availability of Funds:

Controller Date