

## Formula Grant Site Access Agreements and Cover Letter

There are two types of site access agreements: the Site Access Easement and the Site Access License. See table below for a comparison between the two types. Both site access agreements formally establish and preserve access to a formula grant-funded project for planned site visits to implement, inspect, verify, conduct maintenance, and if necessary, repair a project. In addition to establishing site access, both templates include an Operation and Maintenance Plan that should be completed by the project designer or implementer.

Accompanying the site access agreements is a **cover letter** that provides a plain language explanation of the intent and contents of the site access agreements.

**Cover letter:** The site access agreement license and easement templates include a cover letter addressed to the landowner that must accompany every site access agreement.

The cover letter:

- Provides detailed information about the language and content in the chosen type of site access agreement.
- Expresses gratitude to the landowner for voluntarily hosting a clean water project on their property.
- Encourages collaboration between the landowner and the project team to ensure a successful project.
- Designates a single entity to be the landowner liaison and provides their contact information. The landowner liaison is the primary entity to communicate with the landowner about site visits and project concerns.

Within the cover letter there is a location to add directions for O&M work that the landowner themselves can do (if applicable) and activities they should not do that could harm the project and its function.

Agreement Type	Terms	Duration	DEC Policy
Site Access License	A signed agreement between landowner(s) and CWSP to allow access to project area for planned visits to install, inspect, conduct maintenance, and if necessary, repair damage to a project.	Initial term lasts for the project's design life.  Following initial term, agreement automatically renews for consecutive terms, until the agreement is terminated by either party. Does not run with the land (i.e., if land is sold CWSP/Landowner liaison will need to renegotiate terms to maintain access)	Can be used for projects with implementation costs below \$200K.

<b>Site Access Easement</b>	A signed agreement between landowner(s) and CWSP that is <b>filed in the municipal land record</b> to allow access to project area for planned visits to install, inspect, conduct maintenance, and if necessary, repair damage to a project.	Initial term lasts for the project's design life.  Following initial term, the agreement automatically renews for consecutive terms, until renewal is declined by either party. <b>Runs with the land (i.e., even if the land is sold the easement still applies).</b>	Can be used for all project types, if desired by landowner/CWSP, and is <b>required for projects with implementation costs equal to/over \$200K.</b>
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Table 1. Comparison between the terms, duration and DEC policy for site access license and easement agreements.

A recorded training on Site Access Agreements is available, visit [Clean Water Project Verification | Department of Environmental Conservation \(vermont.gov\)](#) webpage to learn more and access training materials.

Attached are example templates of the Site Access Agreement Cover Letter, Easement, and License. Site Access Agreements and Cover Letter templates are available for download on the [Clean Water Initiative Program Applicant and Recipient Resources webpage](#). These templates are subject to review and updates.

## Example Site Access Agreement Cover Letter

### 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, or the 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, or the 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 and inform 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 \_\_\_\_\_ [upon 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: \_\_\_\_\_

SAMPLE

**SITE ACCESS LICENSE AGREEMENT**  
**FOR A CLEAN WATER PROJECT**

THIS SITE ACCESS LICENSE 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] (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.

2. **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 °N , Longitude °W
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3. **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 table 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)

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

4. **Grant of Site Access License.** Landowner hereby grants to the CWSP and its agents, employees, contractors, successors, subgrantees, and assigns, a license and the 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.
5. **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.



6. **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.
7. **Term of Site Access License.** The Grant of Site Access License shall be effective for a term of \_\_\_\_\_ years, or until \_\_\_\_\_, consistent with the Design Life (Initial Term), unless terminated earlier by either party. This Site Access License will terminate 180 days after the giving of a written notice by Certified or Registered US Mail by either party, with or without cause. At least 60 days prior to any written notice of termination by the Landowner, the Landowner will inform the CWSP in writing of any reasonable concerns regarding the site access and the CWSP will attempt to reconcile or reasonably respond to landowner's concerns within sixty (60) days of Landowner raising concerns. After the Initial Term, the Site Access License will automatically renew for successive \_\_\_\_-year terms, until terminated 180 days after the depositing of a written notice by Certified or Registered US Mail by either party, with or without cause.
8. **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.
9. **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.
10. **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.

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

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Party Name:

Date

Party Name:

Date

Party Name:

Date

Party Name:

Date

[Exhibit A – Access description]

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

**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:

**11. 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.

**12. 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 °N , Longitude °W
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**13. 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., Vector 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.

**4. 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.

5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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 ensembling 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]