

Maryland Conservation Buffer Initiative  
**AGREEMENT**

Agreement #: \_\_\_\_\_

THIS AGREEMENT dated \_\_\_\_\_, is between the MARYLAND DEPARTMENT OF AGRICULTURE (“Department”), the \_\_\_\_\_ SOIL CONSERVATION DISTRICT (“District”), and the “Applicant”, \_\_\_\_\_ who has applied for funds under the Department’s Conservation Buffer Initiative to install, improve, and maintain a conservation buffer at the property listed below and, when applicable, the “Landowner(s)” as named on Page 6 of this Agreement, who shall sign this Agreement if the Applicant is not the owner of the land on which the conservation buffer is to be located:

\_\_\_\_\_  
\_\_\_\_\_

Property Account ID: \_\_\_\_\_

This conservation buffer is being installed, improved, or retained to address nutrient and erosion concerns on the land listed above in support of the state’s Watershed Implementation Plan. The Applicant’s Maryland Conservation Buffer Initiative Application (“Application”), which bears the above agreement number, as well as the Applicant’s name and signature, is incorporated herein and made part of this Agreement.

The conservation buffer is to be maintained and used as provided under this Agreement for \_\_\_\_\_ years, beginning on the “Completion Date” indicated on the “Claim for Payment” form.

WHEREAS, the Department is authorized to make state funds available to eligible applicants for conservation buffers and to promote statewide programs for the control of agriculturally related nonpoint sources of water pollution; and

WHEREAS, the above soil conservation district has reviewed and approved the technical specifications for the project on the above-referenced property;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

Maryland Department of Agriculture  
Conservation Grants Office

ARTICLE I – APPLICANT’S DUTIES AND RESPONSIBILITIES

The Applicant agrees:

- A. To be in strict compliance with all nutrient management requirements (MD Agric. Code Ann. §§ 8-801 et seq. and COMAR 15.20.06-08); and in good standing with all other divisions of the Department including but not limited to Maryland Agriculture Water Quality Cost-Share program (MACS), as a condition of eligibility for filing a claim for conservation buffer establishment, improvement or retention costs under this Agreement;
- B. To establish, improve, or maintain an existing conservation buffer:
  - (1) On the property described above;
  - (2) Consistent with the content of the Application, or as subsequently agreed to by all parties;
  - (3) Using plans or recommendations provided by the District or the MD Department of Natural Resources (MDNR), and as agreed to by the Applicant; and
    - (a) If planting vegetation, follow NRCS recommended planting dates based on hardiness zone for appropriate planting material;
    - (b) If planting vegetation, use native, NRCS-recommended planting material;
  - (4) That meets, at a minimum, the applicable Resource Improvement (RI) Practice criteria adopted in 2015 by the Department; and
  - (5) Within one year from the date of this Agreement, or as agreed to in writing by all parties.
- C. To follow the maintenance and management rules and regulations below:
  - (1) Mow or chemically treat herbaceous buffers at least one time a year, but not more than twice a year, to a minimum height of six inches to control noxious weeds and woody growth;
  - (2) Avoid mowing during the primary nesting season (April 15 to August 15) to protect wildlife [Encouraged, but not required];
  - (3) Inspect at least once a year, and after major storms for damage;
  - (4) Fill in and reseed, following NRCS seeding specifications, any bare or washed out areas;
  - (5) Inspect for insects and diseases, and if an incident threatens stand survival, take corrective action to bring pest under control;
  - (6) Nutrient application is prohibited in the conservation buffer area;
  - (7) No grazing allowed in the conservation buffer area;
  - (8) Manual harvesting of nuts, berries, fruits and forage is allowed;
  - (9) Control invasions of undesirable plants by pulling, mowing, or spraying with a selective herbicide; and
  - (10) Control noxious weeds as required by law.
  - (11) To provide notification to the Department and the District of performed maintenance to forested buffers and to provide documentation, such as invoices, for such maintenance, if the Applicant wishes to receive the optional maintenance payments.
- D. To obtain all permits, material or equipment, or contractors needed to complete the conservation buffer;
- E. To obtain a Department representative’s certification that the project has been completed and meets the applicable standards and specifications, and to complete a “Claim for Payment;”

Maryland Department of Agriculture  
Conservation Grants Office

- F. To maintain and manage the conservation buffer for the duration of the agreement period indicated on page 1 of this Agreement, and to do so according to Section C of this Article;
- G. To allow a representative(s) of the Department or the District, upon reasonable notice, to inspect the buffer at any time during the agreement period to see that it is being maintained and managed in accordance with the terms of the Agreement;
- H. During the life of the conservation buffer, to notify the Department and the District of any change in ownership or possession of the farm, or part thereof, where the buffer is located, and to either:
  - (1) Provide the Department with a signed statement from the new owner or operator, binding that person to all the terms of this Agreement for the remainder of the buffer life, or
  - (2) Return to the Department the funds which have been provided under the Agreement;
- I. To notify the Department and the District of any change in agricultural operations during the buffer life which affects the buffer or its use. If the Applicant is a farm tenant and not the owner of the land on which the buffer is situated, the Applicant shall notify the Department if they stop farming the land;
- J. To pay back the Department the full amount of funds received under this Agreement if the Applicant:
  - (1) Fails to establish, enhance, install or maintain the buffer as provided under this Article. However, the Applicant may not be found liable for having either inadequately maintained or destroyed the project if the damages are caused by an act of nature that could not have been reasonably anticipated by the Applicant;
  - (2) Alters, changes, or modifies the buffer in a manner that decreases its effectiveness and purpose, without Departmental approval;
  - (3) Fails to comply with the notification requirements of either Section H or Section I of this Article;
  - (4) Uses the conservation buffer in a manner that is contrary to, inconsistent with, or interferes with the effective purpose of the buffer, or;
  - (5) Has misrepresented the need for the project.

ARTICLE II – THE DISTRICT’S DUTIES AND RESPONSIBILITIES

The District agrees:

- A. To assist the Applicant in the layout and planning of the conservation buffer;
- B. To periodically inspect the conservation buffer during its installation or improvement to determine whether the completed buffer will meet all applicable Resource Improvement (RI) criteria and, if applicable, is following any District or MDNR plans or recommendations provided to the Applicant;
- C. If requested by the Department, to inspect the conservation buffer after installation or improvement, to certify the size and extent, and whether it meets all applicable standards and specifications;
- D. To review the “Claim for Payment” submitted by the Applicant, and to certify whether it properly represents all eligible costs, and to provide, if requested by the Department, itemized invoices or receipts provided by the Applicant; and

Maryland Department of Agriculture  
Conservation Grants Office

- E. To cooperate with the Department in implementing the Conservation Buffer Initiative and to keep all documents and records and make them available to the Department upon request.

ARTICLE III – THE DEPARTMENT’S DUTIES AND RESPONSIBILITIES:

The Department shall grant payment to the Applicant if:

- A. The District has certified the eligibility of the conservation buffer and an Agreement has been fully executed, at which time 75% of the amount indicated on the Application will be issued;
- B. The District and Department have certified, reviewed, and approved a “Claim for Payment” after buffer establishment, improvement, or documentation of an existing buffer, at which time a final implementation payment will be issued;
- C. The Department has reviewed and approved a “Claim for Payment” for annual maintenance performed on a forested buffer, at which time an annual maintenance payment will be issued; and
- D. The applicant has complied with the terms of this Agreement.

**Note: The grant amount is an estimate only and may be adjusted by the Department based upon the actual installed amounts.**

**Note: The incorporated Application may be approved based on the availability of funding.**

ARTICLE IV – GENERAL CONDITIONS

- A. This Agreement is binding on all heirs and assigns of the owner of the property where the project is located.
- B. If the Applicant has been notified by the Department as having violated any of the duties and responsibilities in Article I of this Agreement, the Applicant shall correct or eliminate the violation in accordance with a schedule specified by the Department.
- C. Nothing herein prevents the Department, if it has determined that the Applicant has failed to comply with any term of this Agreement, from initiating legal action to enforce this Agreement, or alternatively, to seek recovery from the Applicant or the landowner of any funds it has paid the Applicant under the Agreement. The burden to prove compliance with the terms of this Agreement rests with the Applicant.
- D. The parties agree that the following named individual shall be contacted if there is any dispute over the terms of this Agreement:

Name: Jason Keppler  
Address: Maryland Department of Agriculture  
Conservation Grants  
50 Harry S. Truman Parkway  
Annapolis, MD 21401  
Phone: (410) 841-5864

- E. This Agreement is the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter other than those contained herein or incorporated herein by reference.

Maryland Department of Agriculture  
Conservation Grants Office

F. The following checked items are incorporated herein and made a part of this Agreement:

[ ] Certificate of Resolution/Special Power of Attorney

[ ] Application for the Conservation Buffer Initiative

G. This Agreement is terminated automatically, without any liability to the Department or the District, if there are no available public funds.

H. **The Applicant should not proceed with the construction or installation of the project until all the parties to the Agreement have signed (Applicant, Department, District).** IF THE APPLICANT STARTS THE PROJECT BEFORE RECEIVING A COPY OF THE FULLY SIGNED AGREEMENT, THEY DO SO AT THEIR OWN RISK, AND THE DEPARTMENT IS NOT OBLIGATED TO PROVIDE FUNDS FOR THE PROJECT.

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original.

IN WITNESS WHEREOF, the parties have executed this Agreement, by causing the same to be signed on the day and year first written above.

By: \_\_\_\_\_  
State of Maryland Department of Agriculture      Date

By: \_\_\_\_\_  
Soil Conservation District                              Date

By: \_\_\_\_\_  
Applicant Signature                                      Date

\_\_\_\_\_  
Applicant Name (PRINT)

