



Rushern L. Baker, III
County Executive



RAIN CHECK REBATE PROGRAM

Nonprofit/Property Owner Agreement

This Agreement ("Agreement") is made on the _____ day of _____, 20_____, by _____ hereinafter referred to as the "Property Owner," and the Nonprofit Organization _____ [NPO's Employer Identification Number# _____] hereinafter referred to as "NPO," and Prince George's County, Maryland, a body corporate and politic, hereinafter referred to as the "County," to and for the County and its residents.

This Agreement establishes the understanding between the County, NPO, and the Property Owner regarding the terms and conditions governing the Property Owner's participation in the County's Rain Check Rebate Program ("Program") and the rebates available to the Program participants, as established in Subtitle 32, Sec. 32-201.01, Sec. 32-201.03 et. seq. of the Prince George's County Code.

The Agreement covers a stormwater retrofit project ("Project") located at the following address: _____.

This property is described as block # _____, lot # _____ and is owned by the Property Owner. The property is covered under tax account # _____.

The Property Owner proposes to implement the following retrofit technique(s) as part of the Project. Please check all that apply.

RETROFIT TREATMENT TYPE	QUANTITY INSTALLED	REBATE AMOUNT
<input type="checkbox"/> Urban Tree Canopy		
<input type="checkbox"/> Rain Barrels		
<input type="checkbox"/> Cisterns		
<input type="checkbox"/> Rain Gardens		
<input type="checkbox"/> Permeable Pavement		
<input type="checkbox"/> Pavement Removal		
<input type="checkbox"/> Green Roofs		
TOTAL REBATE VALUE		\$

The total cost of the Project is \$_____ and the total amount of the rebate is \$_____. The Property Owner is working with the following Nonprofit Organization _____ [NPO's Employer Identification Number# _____] and has contracted with _____ to implement and construct the Project.

TERMS AND CONDITIONS

In consideration of their mutual promises and commitments, the County, NPO, and the Property Owner hereby mutually agree as follows:

1. Amount of rebate to NPO shall be in accordance with project rebates as established in Subtitle 32, Section 32-201.03. Rebates.
2. The NPO is eligible to receive pre-construction rebate(s). Projects may receive up to 80% rebate up front and receive the remaining 20% to be paid upon completion and final inspection approval of project.



TERMS AND CONDITIONS, continued

In order to be considered to receive pre-construction rebates the NPO must provide the following information to the County.

- a. Financial Capacity. Identify NPO's financial capacity and ability to fund and perform project.
 - b. List demonstrating relevant contracting experience.
 - c. List demonstrating relevant technical and construction experience.
 - d. Identify resource capacity to manage and supervise project.
 - e. Identify project performance and completion schedule.
3. The NPO is responsible for choosing an appropriate location for the Project with respect to utility conflicts and drainage paths. The Project shall be designed in accordance with the County's Stormwater Design Manual and Best Management Practices and shall adhere to eligibility criteria as specified in the Program documentation. The NPO is responsible for obtaining all necessary permits and constructing the Project according to all appropriate regulations and standards.
4. Operation and maintenance of the Project shall be in accordance with the operation and maintenance procedures identified in the Program. Operation and maintenance of the Project shall be performed by the Property Owner unless otherwise mutually agreed to by the parties.
5. The County may make public the results of any evaluations or data collection, including photographs, images, or recordings, undertaken by the County in connection with the Program.
6. The NPO assumes the risk and agrees to hold harmless the County for any claim relating to the installation of the Project. The NPO, by participating in the Program, hereby releases the County and its agents, officers, directors, employees, or any other persons acting on its behalf from any liability for damages or injuries resulting from its participation in the Program. The NPO agrees to indemnify and hold the County harmless for any injuries, damages, or claims arising from the Program.

NOTE: By signature below NPO agrees any/all rebate funds shall be used for the approved project site and method(s) and the Project will be completed per the approved schedule. In the event the NPO fails to perform or complete the Project in accordance with the conditions of the Rain Check Rebate Program and this Agreement the NPO shall return the rebate funds to the County.

FOR NONPROFIT ORGANIZATION

Nonprofit Organization Representative Signature:

Print or Type Name:

Date:

Print or Type Title (must be Executive Officer or equivalent):

NPO Employer Identification Number (EIN):

FOR PROPERTY OWNER

Name of Property Owner Signature:

Print or Type Name:

Date:

FOR PRINCE GEORGE'S COUNTY, MARYLAND

County Representative Signature:

Print or Type Name:

Date:

Return completed application to: Chesapeake Bay Trust, Prince George's County Rain Check Rebate Program, 60 West Street, Suite 405, Annapolis, MD 21401 or email to Rebate@cbtrust.org.

For more information, call 410-974-2941.

