



Municipality of Anchorage, Rain Garden Program

APPLICATION & AGREEMENT FORM

- 1) Submission and acceptance of this application authorizes the Municipality of Anchorage – Watershed Management Services (hereinafter referred to as “WMS”) to enter upon the property of Owner (hereinafter referred to as “Owner”) for the purpose of determining proper installation and authorization for reimbursement regarding the Rain Garden Program. Owner agrees to abide by all terms and conditions herein.
- 2) Prior to construction, Owner shall contact WMS regarding participation in the Rain Garden Program. Upon contact, WMS will offer an optional on-site rain garden design consultation to determine appropriateness of site for rain garden and make available parameters for rain garden size and location.
- 3) Owner shall design and install a rain garden for stormwater management in accordance with the MOA Rain Garden Guidance. Location and size of the rain garden shall be agreed upon by WMS and Owner prior to construction.
- 4) During construction, Owner shall maintain photo documentation. Photo documentation should include extent of the project, depth of excavation, and any under drain structure. Photos should include a scale with legible markings.
- 5) Upon completion of construction of the rain garden including planting, Owner shall notify WMS to arrange an inspection of the rain garden. An inspection shall be conducted by trained WMS staff and verified by photo documentation. The inspection and photo verification shall confirm the rain garden was built in accordance with all requirements of the Rain Garden Program. The Owner must be present during the inspection.
- 6) Upon completion of the on-site inspection, Owner shall submit all expense receipts pertaining to the rain garden, at one time in any single submittal, to WMS for a potential 50% reimbursement, up to a maximum amount of \$750. WMS shall verify, approve, and process all valid reimbursable expenses within 30 days of the on-site inspection.
- 7) Owner agrees to the following:
 - a) Designate a rain garden site location in consultation with WMS.
 - b) Reasonably comply with the rain garden building and maintenance recommendations provided by WMS;
 - c) Maintain the rain garden per WMS recommendations for 2 years. Maintenance includes watering, weeding, and plant and mulch replacement as needed.
- 8) General Provisions:
 - a) Time for performance under this agreement shall begin on the date this agreement is executed by the Owner and shall continue for a period of 2 years from that date, or approved completion of the rain garden by WMS, whichever occurs last.
 - b) The Owner shall not be entitled to any compensation under the agreement other than cost-sharing amounts for reimbursable rain garden supplies and services approved by WMS and provided herein. Nothing in this agreement shall obligate the Municipality of Anchorage and/or WMS to expend any funds or reimburse Owner for any expenditure in excess of the cost-share amount for rain garden expenditures as approved by WMS. **The maximum reimbursable amount per application shall not exceed \$750.**

- c) This Agreement may be terminated by WMS at any time, without notice, if the funds designated for reimbursement should for any reason become unavailable.
- d) In the event that the Owner fails to comply with any of the terms and/or conditions specified above, WMS may terminate this agreement and refuse to provide any cost-sharing reimbursement as provided herein or, if reimbursement has been made, WMS may recover in full all sums paid to the Owner under this agreement.
- 9) By executing this agreement, Owner agrees to indemnify, defend, save and hold WMS and the Municipality of Anchorage, its departments and employees harmless from any and all claims, lawsuits, or liability, including attorney's fees and costs, arising out of, in connection with, or incident to any loss, damage or injury to persons or property, including death, or from any wrongful or negligent act, error, or omission of Owner, Owner's agents, employees, subcontractors or invitees, occurring during the course of, or as a result of Owner, Owner's agents, employees, or subcontractors performance pursuant to this agreement and Owner's participation in the Watershed Management Services Rain Garden Program.
- 10) Owner understands and agrees that Owner shall be solely responsible for the installation of the rain garden and/or any rain garden service(s) that Owner selects, hires, contracts for or utilizes and that any referral list of rain garden contractors provided by the Municipality of Anchorage to Owner does not in any way endorse, recommend or guarantee the performance of said rain garden contractor(s). Further, Owner agrees that the Municipality of Anchorage shall not be liable for any claims, damages or losses caused by the acts or omissions of any contractor selected, hired or utilized by Owner, or any work performed by Owner, including, but not limited to the failure, in whole or in part, of work or materials provided or performed by any contractor or Owner.

Return form to: Rain Garden Program; MOA - Watershed Management Services; P.O. Box 196650; Anchorage, AK 99519. Fax: 343-8088 E-mail: AnchorageRainGardens@muni.org

I/We have full authority to sign this authorization form on behalf of all persons with an interest in the property described on this form.

SIGNATURE: _____ DATE: _____

Contact Information:

NAME: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS (If different from above): _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (Home) _____ (Daytime): _____

EMAIL: _____

**Municipality of Anchorage • Project Management and Engineering Dept.
 Watershed Management Services Div. • Rain Garden Program
 PO Box 196650 • Anchorage, AK • 99519
 Phone: 907.343.8084 • Fax: 907.343.8088
 Website: www.AnchorageRainGardens.com**