

WABASH RIVER ENHANCEMENT CORPORATION
REGION OF THE GREAT BEND OF THE WABASH RIVER
WATERSHED COST-SHARE PROGRAM

AGREEMENT

THIS AGREEMENT dated as of the 3rd day of April 2012 is entered into by and between the Wabash River Enhancement Corporation (hereinafter referred to as "WREC"), and West Lafayette Tree Committee (hereinafter referred to as the "PARTICIPANT");

RECITALS:

WREC has received a grant from the Indiana Department of Environmental Management to develop and promote a cost-share program to implement best management practices (BMPs) such as riparian buffer, filter strips, cover crops, nutrient management, livestock exclusion, conservation tillage, rain gardens, rain barrels, green roofs, pervious pavement, and others that address the water quality concerns outlined in the Region of the Great Bend of the Wabash River Watershed Management Plan (WMP); and

WREC is undertaking certain activities pursuant to the Grant; and

PARTICIPANT desires to provide certain assistance in connection with such activities.

NOW, THEREFORE, WREC and the PARTICIPANT do mutually agree as follows:

A. IMPLEMENTATION OF BMP's.

PARTICIPANT agrees to do the following:

1. Apply the Best Management Practices (BMP's) identified in **EXHIBIT A** attached hereto and made a part hereof, upon the Real Estate described on **EXHIBIT B** attached hereto and made a part hereof.
2. Implement all BMP's within one year of the date of this Agreement.
3. Implement all BMP's to the specifications described in the NRCS Field Office Technical Guide or Tippecanoe Partnership for Water Quality Technical Standards.
4. Do all things necessary to implement the BMP's in accordance with this Agreement, including, but not limited to the following: finding contractors; ensuring the project is installed on time; and locating seed, plants, equipment, etc.
5. Obtain all permits, easements and other approvals necessary for implementation of the BMP's. Permit fees are not eligible for cost-share reimbursement.
6. Maintain vegetative BMP's (i.e. filter strips, no-till equipment, nutrient or pest management plans) for a minimum of five years. Maintain all structural BMP's (i.e. grade stabilization, rock chutes, etc.) for a minimum of ten years. These obligations shall survive the term of this agreement.

7. Allow WREC, Soil and Water Conservation District, Natural Resources Conservation Service, Indiana State Department of Agriculture, and Indiana Department of Environmental Management representatives' access to the Real Estate to monitor installation including pre- and post installation activities for certification.

B. REIMBURSEMENT

Both parties recognize that this is a cost-share program. All payments due to PARTICIPANT will be made in arrears, and only eligible expenses will be reimbursed. Eligible expenses are those expenses incurred for installation and application of the BMP's for the reduction and prevention of nonpoint source pollution identified in this Agreement and the approved application relating thereto. Ineligible expenses include: large new equipment purchases, drainage, dredging, or flood control BMP's; incentive or yield loss payments; NPDES permitted practices; permit fees of any kind; and activities that commence prior to the date of this Agreement.

1. WREC agrees to reimburse PARTICIPANT seventy-five percent (75%) of eligible expenses incurred by PARTICIPANT in respect to implementation of the BMP's, up to a maximum reimbursement of **\$20,000**
2. PARTICIPANT will be reimbursed at an hourly rate of \$20/hour for in-kind service match in urban areas and \$30/acre for agricultural plantings. PARTICIPANT agrees to provide the following cost-share in cash or in-kind service: **\$10,000**
3. A claim voucher and original receipt must be presented to WREC for all reimbursable expenses.
4. Payment will be made only for those activities which meet NRCS FOTG or TCPWQ Technical Standards or other standards agreed upon in writing by the parties hereto prior execution of this Agreement.
5. Reimbursement for completed work will be made between 30 and 90 days after vouchers and receipts have been submitted to WREC.
6. PARTICIPANT agrees to retain all records related to the cost-share program for five years after completion of this Agreement.

C. APPEALS

Appeals related to any decision rendered by WREC representatives may be made to the WREC Board of Directors. Appeals related to restrictions of the cost-share program may be addressed to the Indiana Department of Environmental Management, Office of Water Quality, Watershed Management Section.

D. PROVISION FOR THE PROTECTION OF LISTED SPECIES AND SPECIAL SITES

Both parties agree that work will be discontinued in the event that an endangered, threatened, or species of special concern is encountered or an archaeological or historic site is discovered on the Real Estate during the course of this Agreement.

E. MODIFICATIONS OR CORRECTIONS

WREC reserves the right to unilaterally correct all data entry or computational errors made in completion of the Agreement. All other modifications to the Agreement must be made by mutual agreement of both parties in writing and be signed by both parties.

F. VIOLATIONS

All violations of this agreement will be subject to the following remedies:

1. Scenario: Work has been completed incorrectly and has not been certified.

Remedy: Non-reimbursement unless the PARTICIPANT corrects the installation to the required specifications.

2. Scenario: Work has been certified and paid for but then removed or disregarded.

Remedy: IDEM will investigate the violation and impose the appropriate resolution.

The knowing misrepresentation of any fact in this Agreement will constitute a violation of this Agreement. Such violations will be turned over to IDEM for resolution.

G. TERMINATION OF THE AGREEMENT

This Agreement will be terminated should acts of a local, state or federal governing body render the Agreement to be unlawful. Further, if an enacted statute would change the terms and conditions of this Agreement, the PARTICIPANT may choose to accept the new terms of the Agreement or terminate the contract.

H. CERTIFICATION OF CONTROL

PARTICIPANT certifies that PARTICIPANT has control of the land for the period of the Agreement. If PARTICIPANT loses control of the land under agreement within the specified period, the following stipulations apply:

1. The persons or entities assuming control of the land may assume responsibility for fulfilling all conditions of the Agreement and PARTICIPANT will no longer be held responsible for fulfilling conditions of this Agreement; or
2. PARTICIPANT must reimburse all cost-share monies paid by WREC.

I. TERM

The term of this Agreement will commence on the date hereof and continue during the period any BMP's are required to be maintained pursuant to this Agreement.

J. SIGNATURES

As representatives of the parties of interest, we agree that we enter into this legally binding agreement willingly and in good faith.

Beverly Shaw

PARTICIPANT (Printed Name)

Beverly Shaw

PARTICIPANT (Signature)

Sara Peel

Wabash River Enhancement Corporation Staff (Printed Name)

Sara Peel

Wabash River Enhancement Corporation Staff (Signature)

The Wabash River Enhancement Corporation offers all programs and services on a non-discriminatory basis, without regard to race, color, national origin, sex, religion, age, disability, political beliefs, or marital and familial status. Equal opportunity employer and provider.

BEST MANAGEMENT PRACTICES (BMP'S)

The West Lafayette Tree Committee will install 143 diverse, native, 1.5 inch trees to reforest University Farms Neighborhood. The table below details trees to be planted by address. For match money, the Tree Committee has applied to the DNR for \$5000, the Tree Fund and the City of West Lafayette are providing another \$5,000.

Tree Fund volunteers and the city Greenspace Administrator mapped potential locations for trees. Individual landowners will be contacted with a menu of approved native trees and the Tree Committee will help with their selection while keeping an eye on species diversity. A request for quotes will be sent out following city and state guidelines and opened at the Board of Works. The lowest, responsive quote will be chosen and that contractor will install the trees. Care instructions will be given to each homeowner. Tree Fund volunteers and the Greenspace Administrator will check on each planting before the contractor is paid. Installation will be spring and fall 2012 with a one year inspection in 2013 to check for necessary replacements.

This project is supervised by Beverly Shaw, Greenspace Administrator for the City. She has a BS in horticulture from Purdue University and has been a certified arborist since 2004. She has organized annual tree plantings since 2004 and coordinated many grants and volunteer activities. Monies and paperwork are overseen by the clerk-treasurer.

Address	Street	Street to plant on	Quantity	Tree Species
3008	Benton	Benton	1	Yellowwood
3016	Benton	Benton	1	Swamp White Oak
3061	Benton	Benton	1	Swamp White Oak
3080	Benton	Hamilton	1	Swamp White Oak
3080	Benton	Hamilton	1	Tulip
3330	Boone	Boone	0	NO TREE
3354	Boone	Boone	1	Yellowwood
3362	Boone	Boone	1	Sweet Gum
3412	Boone	Boone	0	NO TREE
3428	Boone	Boone	1	Swamp White Oak
30	Clay Ct	Clay Ct	1	Honey Locust
50	Clay Ct	Clay Ct	0	NO TREE
3132	Covington	Covington	1	Yellowwood
3145	Covington	Covington	1	Ky Coffee
3205	Covington	Covington	1	Sweet Gum
3221	Covington	Pike	1	Northern Red Oak
3221	Covington	Pike	1	Yellowwood
3305	Covington	Pike	1	Tulip
3332	Covington	Covington	1	Tulip
3345	Covington	Covington	1	Sweet Gum
3416	Covington	Covington	1	Ky Coffee

3429	Covington	Covington	0	NO TREE
3210	Crawford	Crawford	1	Tulip
3319	Crawford	Crawford	1	Ky Coffee
3338	Crawford		0	NO TREE
3351	Crawford	Crawford	1	Swamp White Oak
3405	Crawford	Crawford	1	Honey Locust
3421	Crawford	Crawford	1	Tulip
3422	Crawford		0	NO TREE
3437	Crawford	Crawford	1	Sweet Gum
3438	Crawford		0	NO TREE
3000	Decatur	Decatur	1	Northern Red Oak
3040	Decatur	Decatur	1	Northern Red Oak
3048	Decatur	Decatur	1	Tulip
3067	Decatur	Decatur	1	Yellowwood
3108	Decatur	Decatur	0	NO TREE
3111	Decatur	Decatur	1	Swamp White Oak
3127	Decatur	Decatur	1	Northern Red Oak
3135	Decatur	Jennings	1	Sweet Gum
3207	Elkhart	Clay Ct	1	Swamp White Oak
3223	Elkhart	Elkhart	1	Honey Locust
219	Hamilton	Hamilton	0	NO TREE
312	Hamilton	Hamilton	0	NO TREE
315	Hamilton	Hamilton	1	Honey Locust
320	Hamilton	Decatur	1	Tulip
323	Hamilton	Hamilton	1	Swamp White Oak
3016	Hamilton	Hamilton	1	Yellowwood
3027	Hamilton	Ripley	1	Sweet Gum
3035	Hamilton	Hamilton	0	NO TREE
3309	Hamilton	Hamilton	1	Northern Red Oak
3309	Hamilton	Hamilton	1	Sweet Gum
3325	Hamilton	Hamilton	1	Honey Locust
3405	Hamilton	Hamilton	1	Tulip
3421	Hamilton	Hamilton	1	Yellowwood
3432	Hamilton	Hamilton	1	Northern Red Oak
3448	Hamilton	Hamilton	1	Ky Coffee
3464	Hamilton	Hamilton	1	Northern Red Oak
3464	Hamilton	Hamilton	1	Swamp White Oak
3496	Hamilton	Laporte	1	Northern Red Oak
3496	Hamilton	Hamilton	1	Yellowwood
3500	Hamilton	Laporte	1	Honey Locust
3500	Hamilton	Laporte	1	Yellowwood
3516	Hamilton	Hamilton	1	Tulip
3312	Jasper	Jasper	1	Ky Coffee
3404	Jasper	Whitley	1	Honey Locust
3404	Jasper	Jasper	1	Swamp White Oak
216	Jennings	Jennings	1	Tulip
240	Jennings	Jennings	1	Northern Red Oak
248	Jennings	Jennings	1	Yellowwood
251	Jennings	Jennings	1	Ky Coffee
407	Jennings	Sullivan	1	Swamp White Oak
407	Jennings	Jennings	1	Yellowwood

412	Jennings	Elkhart	1	Tulip
478	LaGrange	Lagrange	0	NO TREE
489	Lagrange	Lagrange	1	Honey Locust
501	Lagrange	LaGrange	2	Northern Red Oak
501	Lagrange	Hamilton	2	Yellowwood
504	Lagrange	Lagrange	1	Ky Coffee
516	Lagrange	Lagrange	2	Northern Red Oak
530	LaGrange	Morgan	0	NO TREE
605	LaGrange	Lagrange	1	Honey Locust
605	LaGrange	LaGrange	1	Swamp White Oak
608	LaGrange	LaGrange	1	Sweet Gum
700	LaGrange	LaGrange	1	Ky Coffee
713	LaGrange	LaGrange	1	Yellowwood
805	LaGrange	LaGrange	1	Tulip
816	LaGrange	LaGrange	1	Swamp White Oak
832	LaGrange	LaGrange	1	Tulip
856	LaGrange	LaGrange	0	NO TREE
921	LaGrange	Lagrange	1	Honey Locust
921	LaGrange	Salisbury	1	Northern Red Oak
921	LaGrange	Salisbury	1	Sweet Gum
3321	Morgan	Morgan	1	Swamp White Oak
3425	Morgan	Hamilton	1	Ky Coffee
3425	Morgan	Morgan	2	Tulip
220	Newton	Newton	1	Ky Coffee
220	Newton	Sullivan	1	Northern Red Oak
750	Noble	Noble	1	Swamp White Oak
	Park	Hamilton	1	Swamp White Oak
714	Pike	Dubois	1	Ky Coffee
810	Pike	Dubois	1	Yellowwood
811	Pike	Pike	1	Tulip
3323	Putnam	Putnam	1	Tulip
3326	Putnam	Putnam	1	Swamp White Oak
3358	Putnam	Putnam	1	Honey Locust
3366	Putnam	Putnam	1	Northern Red Oak
3371	Putnam	Putnam	1	Yellowwood
3395	Putnam	Putnam	1	Sweet Gum
3435	Putnam	Putnam	1	Northern Red Oak
3435	Putnam	Putnam	1	Sweet Gum
409	Ripley	Ripley	1	Northern Red Oak
414	Ripley	Ripley	1	Swamp White Oak
417	Ripley	Ripley	1	Ky Coffee
425	Ripley	Ripley	1	Honey Locust
10	Steuben Ct	Stuben Ct	0	NO TREE
50	Steuben Ct	Stuben Ct	1	Tulip
60	Steuben Ct	Stuben Ct	0	NO TREE
70	Steuben Ct	Stuben Ct	0	NO TREE
3000	Sullivan	Sullivan	1	Yellowwood
3003	Sullivan	Hamilton	1	Ky Coffee
3003	Sullivan	Sullivan	1	Northern Red Oak
3011	Sullivan	Sullivan	1	Honey Locust
3019	Sullivan	Sullivan	1	Swamp White Oak
3032	Sullivan	Sullivan	1	Tulip

3032	Sullivan	Newton	1	Yellowwood
3051	Sullivan	Sullivan	1	Sweet Gum
3056	Sullivan	Sullivan	1	Swamp White Oak
3059	Sullivan	Sullivan	1	Yellowwood
3075	Sullivan	Sullivan	1	Ky Coffee
3100	Sullivan	Sullivan	1	Sweet Gum
3103	Sullivan	Sullivan	1	Honey Locust
3103	Sullivan	Sullivan	1	Tulip
3111	Sullivan	Sullivan	1	Northern Red Oak
3132	Sullivan	Jennings	1	Honey Locust
181	Vigo	Vigo Court	1	Northern Red Oak
181	Vigo	Vigo Court	1	Swamp White Oak
709	Warrick	Crawford	1	Yellowwood
717	Warrick	Warrick	1	Tulip
733	Warrick	Warrick	1	Northern Red Oak
804	Warrick	Warrick	1	Sweet Gum
809	Warrick	Warrick	1	Tulip
809	Warrick	Warrick	1	Yellowwood
825	Warrick	Warrick	1	Honey Locust
828	Warrick	Warrick	1	Northern Red Oak
833	Warrick	Warrick	1	Sweet Gum
836	Warrick	Warrick	1	Honey Locust
836	Warrick	Covington	1	Swamp White Oak
3061	Benton		1	Northern Red Oak
3061	Benton		1	Tulip
3061	benton		1	Yellowwood
	Covington		2	Bald Cypress
			4	Bald Cypress
		TOTAL	143	

REAL ESTATE

Address: Throughout University Farms as per above table

Legal Description: N/A