

STANDARD STORMWATER FACILITIES AND BEST MANAGEMENT PRACTICES (BMP)

MAINTENANCE AND MONITORING

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between _____, (hereinafter the "Owner"), and _____, Cumberland County; Pennsylvania, (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Owner is the owner of certain real property identified as (address) _____, Tax Parcel Number _____, (hereinafter "Property").

WHEREAS, the Owner is proposing to make improvements to the Property; and

WHEREAS, the Drainage Plan (hereinafter "Plan") for the Property which is expressly made a part hereof, as approved or to be approved by the Municipality, provides for detention, retention, infiltration and/or treatment of stormwater within the confines of the Property; and

WHEREAS, the Municipality and the Owner, successors, heirs and assigns agree that the health, safety, and welfare of the public require that on-site stormwater management facilities and BMPs be constructed and maintained on the Property: and

WHEREAS, the Municipality requires, through the implementation of its Stormwater Management Ordinance, that stormwater management facilities and BMPs as shown on the Plan be constructed and adequately maintained by the Owner, successors, heirs and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities and BMPs shall be constructed by the Owner, successors, heirs and assigns, in accordance with the terms, conditions, details and specifications identified in the Plan.
2. The Owner, successors, heirs and assigns, shall maintain the stormwater management facilities and BMPs in good working condition, acceptable to the Municipality so that they are performing their design functions
3. The Owner, successors, heirs and assigns, hereby grant permission to the Municipality, its authorized agents and employees, upon presentation of proper identification, to enter upon the Property at reasonable times, and to inspect the stormwater management facilities and BMPs whenever the Municipality deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire

facilities, berms, outlet structures, pond areas, access roads, etc. When inspections are conducted, the Municipality shall give the Owner, successors, heirs and assigns, copies of the inspection report with findings and evaluations. At a minimum, maintenance inspections shall be performed in accordance with the schedule specified in the BMP Operations and Maintenance Plan.

4. All reasonable costs for said inspections shall be borne by the Owner, successors, heirs and assigns, and payable to the Municipality.
5. The owner shall convey to the Municipality easements and/or rights-of-way to assure access for periodic inspections by the municipality and maintenance, if required.
6. In the event the Owner, successors, heirs and assigns, fail to maintain the stormwater management facilities and BMPs in good working condition acceptable to the Municipality, the Municipality shall give proper notice to Owner setting forth the specifics of such failure to maintain, the remediation required, and deadline to complete such action. After failure by the Owner to remedy within the specified time limit, the Municipality may enter upon the Property and take such necessary and prudent action to maintain said stormwater management facilities and BMPs and to charge the costs of the maintenance and/or repairs to the Owner, successors, heirs and assigns. This provision shall not be construed as to allow the Municipality to erect any structure of a permanent nature on the land of the Owner, outside of any easement rights that the Municipality may have. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
7. The Owner, successors, heirs and assigns, will perform operation, maintenance and inspections in accordance with the BMP Operations and Maintenance Plan for the stormwater management facilities and BMPs including sediment removal as outlined on the approved Drainage Plan.
8. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Owner's, successors', heirs' or assigns' failure to perform such work, the Owner, successors, heirs and assigns, shall reimburse the Municipality upon demand, within 30 days of receipt of invoice thereof, for all costs incurred by the Municipality hereunder. If not paid within said 30-day period, the Municipality may enter a lien against the property, including any and all properties when the Owner is a Homeowners Association, in the amount of such costs, or may proceed to recover his costs through proceedings in equity or at law as authorized by law.
9. The Owner, successors, heirs and assigns, shall indemnify the Municipality and its agents and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Municipality for the construction, presence, existence or maintenance of the stormwater management facilities and BMPs by the Owner, successors, heirs and assigns.
10. In the event a claim is asserted against the Municipality, its agents or employees, the Municipality shall promptly notify the Owner, successors, heirs or assigns, and they shall

defend, at their own expense, any suit based on such claim. If any judgment or claims against the Municipality, its agents or employees shall be allowed, the Owner, successors, heirs and assigns shall pay all costs and expenses in connection therewith.

- 11. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Municipality may enter the Property, if the Owner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if needed, when the health, safety or welfare of the citizens is at jeopardy. However, the Municipality shall notify the Owner of any inspection, maintenance, or repair undertaken within five days of the activity. The Owner shall reimburse the Municipality for its costs.
- 12. It is agreed between the two entities known as Owner that they shall be bound jointly and severally by the terms, covenants and agreements herein.
- 13. Invalidation of any one of these provisions by judgement or Court Order shall in no wise affect any other provisions that shall remain in full force and effect.

This Agreement shall be recorded at the Recorder of Deeds Office in Cumberland County, Pennsylvania and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Owner, administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

**ATTEST:
(CORPORATE SEAL)**

MUNICIPALITY: _____

Secretary

By _____
(Vice)President

(Municipal Governing Body)

OWNER

(Individual)

Signature of Individual

Witness:

Trading and Doing Business as

(Partnership)

(Name of Partnership)

Witness:

By _____ **(Seal)**

By _____ **(Seal)**

By _____ **(Seal)**

ATTEST:

(Corporation)

(Assistant) Secretary

(Name of Corporation)

(CORPORATE SEAL)

By _____
(Vice) President

County of _____, State of Pennsylvania

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, 20__, do hereby certify that _____ whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20__, has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND THIS _____ **day of** _____, **20**_____.

NOTARY PUBLIC (SEAL)