

STORMWATER BEST
MANAGEMENT PRACTICES
OPERATIONS AND
MAINTENANCE AGREEMENT

Please attach copy of deed to
completed Agreement

STORMWATER BEST MANAGEMENT PRACTICES
OPERATIONS AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter "Landowner"), and The Township of East Huntingdon, Westmoreland County, Pennsylvania, (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as evidenced by deed recorded in the office of the Recorder of Deeds of Westmoreland County, Pennsylvania at _____ (hereinafter "Property").
(Instrument Number)

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the storm water management BMP Operations and Maintenance Plan approved by the Municipality (hereinafter referred to as the "Plan") for the property identified herein, which is attached hereto as Exhibit "A" and made a part hereof, as approved by the Municipality, provides for management of stormwater within the confines of the property through use of Best Management Practices (BMP's); and

WHEREAS, the Municipality, the Landowner, his/it's successors and assigns, agree that the health, safety and welfare of the residents of the Municipality and the protection and maintenance of water quality require that on-site stormwater Best Management Practices be constructed and maintained on the Property; and

WHEREAS, for the purposes of this Agreement, the following definitions shall apply:

BMP—"Best Management Practice"—activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Management Ordinance, including but not limited to infiltration ditches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters and detention basins.

Infiltration Trench—A BMP surface structure designed, constructed and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer.

Seepage Pit—An underground BMP structure designed, constructed and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer.

Rain Garden—A BMP overlain with appropriate mulch and suitable vegetation designed, constructed and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or underground aquifer.

WHEREAS, the Municipality requires, through the implementation of the Plan, that stormwater management BMP's as required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, his/it's successors 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 BMP's shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan as approved the Municipality's Engineer.
2. The Landowner shall operate and maintain the BMP's as shown on the Plan in good working order acceptable to the Municipality and in accordance with the specific maintenance requirements as noted on the Plan.
3. The Landowner hereby grants permission to the Municipality, its authorized or designated agents and employees to enter upon the property at reasonable times and upon presentation of proper identification, to inspect the BMP's whenever it deems necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMP's as shown on the Plan in good working order acceptable to the Municipality, the Municipality or its representatives may enter upon the property and take whatever action is deemed necessary to maintain said BMP's. this provision shall not be construed to allow the Municipality to erect any permanent structure on the land of the Landowner. 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.

5. 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, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within ten (10) days of receipt of invoice from the Municipality.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMP's by the Landowner, provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Landowner, his/it's successors and/or assigns in interest, shall release the Municipality's employees and designated representatives from all damages, accidents, casualties occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence or maintenance of the BMP's by the Landowner or Municipality in the event of default. In the event that a claim is asserted against the Municipality, it's designated representatives or employees, the Municipality shall promptly notify the Landowner and the Landowner shall defend, at his/its own expense, any suit or action based upon the claim. If any judgment or claim against the Municipality's employees or designated representatives shall be allowed, the Landowner shall pay for all costs and expenses regarding said judgment or claim.
8. The Municipality shall inspect the BMP's at a minimum of once every three (3) years to ensure their continued functioning.

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

WITNESS the hand and seals of the parties hereto.

East Huntingdon Township

ATTEST:

Secretary

BY: _____
Chairman

WITNESS:

Landowner

