

APPENDIX A

**STORMWATER MANAGEMENT PRACTICES, FACILITIES, AND SYSTEMS
MAINTENANCE AND MONITORING AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of ____: 20____,
by and between _____, of
_____, PA, 173____, (hereinafter the “Landowner”),
and Liberty TOWNSHIP, Adams County; Pennsylvania, (hereinafter “Municipality”);

RECITALS

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book _____ at Page _____, (hereinafter “Property”).

WHEREAS, the Landowner is proceeding to build and develop the Property, or has become the owner of the property at or after the time that the Property has been developed; and

WHEREAS, the Subdivision Plan, and/or Land Development Plan, and/or Stormwater Management Plan (hereinafter “Plan”) for the Property identified herein, as approved or to be approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of Stormwater Management Facilities and Best Management Practices (BMPs). The Plan is identified as follows: _____

_____.
The Plan is incorporated in this Agreement by reference; and

WHEREAS, the Municipality and the Landowner agree that the health, safety, and welfare of the residents of the Municipality require that on-site Stormwater Management Facilities and BMPs be maintained on the Property: and

WHEREAS, for the purpose of this agreement, the following definitions shall apply:

Best Management Practices (BMPs) – stormwater structures, facilities, and techniques to maintain or improve the water quality of surface runoff.

Stormwater Management Facilities – any structure, natural or man-made, that (due to its condition, design, or construction) conveys, stores and/or otherwise affects stormwater runoff. Such facilities include, but are not limited to, detention or retention basins, open channels, storm sewers, pipes, and infiltration structures.

WHEREAS, the Municipality requires in Article VII of its Stormwater Management Ordinance that all Stormwater Management Practices, Facilities, Systems, and BMPs be maintained;

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

1. Incorporation of Recitals. The Recitals stated above are incorporated herein.
2. Maintenance by Landowner. The Landowner shall maintain the Stormwater Management Facilities and the BMPs, as shown on the Plan, in good working order in accordance with the specific maintenance requirements noted on the Plan, which Plan is incorporated herein by reference.
3. Entry onto Property for Inspection. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the Property, at reasonable times and upon presentation of proper identification, in inspect the Stormwater Management Facilities, Systems, and BMPs whenever it deems necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
4. Failure to Maintain is a Nuisance; Abatement by Municipality. In the event the Landowner fails to maintain the Stormwater Management Practices, Facilities, Systems, and BMPs as shown on the Plan in good working order, the parties hereto agree that such failure shall be deemed a nuisance. The Municipality may enter upon the Property and take whatever action it deems necessary to effectuate the maintenance and thereby abate the nuisance. 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. Recovery of Expenditures by Municipality; Municipal Lien. In the event the Municipality, pursuant to the 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 incurred, plus ten per cent (10%) within 10 days of the mailing of an Invoice from the Municipality to the Landowner at his or its last known address. If such payment is not made with the 10-day period, the Municipality may place a municipal lien

against the Property pursuant to the procedures contained in the Pennsylvania municipal lien law, 53 P.S. §7011, et seq. as amended.

- 6. Indemnification by Landowner. The Landowner, hereby indemnifies the Municipality and its employees and agents against all damages, casualties, occurrences or claims which might arise or be asserted against said it or them arising from the construction, presence, existence, or maintenance of the Stormwater Management Practices, Facilities, Systems, and BMPs by the Landowner or by the Municipality. In the event that a claim is asserted against the Municipality, its employees or agents, the Municipality shall promptly notify the Landowner and the Landowner shall defend, at his or its own expense, any suit based on the claim. If any judgment or claims against the Municipality’s employees or agents shall be entered, the Landowner shall pay all costs and expenses regarding said judgment or claim.

- 7. Covenant Running with Property. This Agreement shall be covenant running with the Property, and shall be binding on the Landowner’s heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto either individually or by their authorized officers set their, hands and seals the date and year first above written:

LIBERTY TOWNSHIP

Attest:

Its Chairman

Its Secretary

[seal]

Witness:

_____, Landowner

_____, Landowner

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

On this, the _____ day of _____, 20____ before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of the Liberty Township Board of Supervisors, and that as such and being duly authorized to do so, he executed the forgoing instrument for the purpose therein contained.

Notary Public
My commission expires:

COMMONWEALTH OF PENNSYLVANIA
ss:
COUNTY OF ADAMS

On this, the _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument as Landowners, and acknowledged that they executed same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My commission expires: