

WATER

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Township of Plumstead

**APPENDIX K**

**STANDARD STORMWATER FACILITIES MAINTENANCE AND MONITORING  
AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, (hereinafter the "Landowner"), and Plumstead Township, Bucks County; Pennsylvania, (hereinafter "Municipality");

**WITNESSETH**

WHEREAS, the Landowner is the owner of certain real property (TMP # \_\_\_\_\_) as recorded by deed in the land records of Bucks County, Pennsylvania, Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, (hereinafter "Property").

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

WHEREAS, the Stormwater Controls and BMP Operation and Maintenance 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 Best Management Practices (BMPs); and

WHEREAS, the Municipality and the Landowner, his successors and assigns agree that the health, safety, and welfare of the residents of the Municipality require that on-site stormwater management facilities 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 trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters, and detention basins.

WHEREAS, the Municipality requires, through the implementation of the plan that stormwater management facilities BMPs as required by the Plan and Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, his successors and assigns.

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

1. The BMPs shall be constructed by the Landowner, his successors and assigns, in accordance with the terms, conditions and specifications identified in the Plan.
2. The Landowner, his successors and assigns, shall operate and maintain the BMPs as shown on the plan in good working condition, acceptable to the Municipality so that they are performing their design functions, and in accordance with the specific maintenance requirements noted on the plan.
3. The Landowner, his successors and assigns, hereby grants permission to the Municipality, his authorized agents and employees, to enter upon the Property at reasonable times, such as following a storm of the intensity for which the facility was designed to control, and to inspect the stormwater management facilities whenever the Municipality deems necessary. The purpose of the inspection is to ensure 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 Landowner, his successors and assigns, copies of the inspection report with findings and evaluations. At a minimum, maintenance inspections shall be performed in accordance with the following schedule:
  - Twelve (12) months after completion of the facility and acceptance by the Township,
  - At least once every three (3) years thereafter, and
  - During or immediately upon the cessation of a 100-year or greater precipitation event.
4. All reasonable costs for said inspections shall be borne by the Landowner and payable to the Municipality.
5. The owner shall convey to the municipality easements and/or rights-of-way to ensure access for periodic inspections by the Municipality and maintenance, if required.
6. In the event the Landowner, his successors and assigns, fails to maintain the BMPs in good working condition acceptable to the Municipality, the Municipality may enter upon the property and take such necessary and prudent action to maintain said stormwater management facilities and to charge the costs of the maintenance and/or repairs to the Landowner, his successors 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 Landowner, outside of any easement belonging to the Municipality. 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.

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7. The Landowner, his successors and assigns, will perform maintenance in accordance with the maintenance schedule for the stormwater management facilities including sediment removal as outlined on the approved schedule and/or 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 Landowner's or his successors' and assigns' failure to perform such work, the Landowner, his successors 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 in the amount of such costs, or may proceed to recover his costs through proceedings in equity or at law as authorized under the provisions of the Second Class Township Code.
9. The Landowner, his successors and assigns, shall indemnify the Municipality and its agents and employees against any and all damages, accidents, casualties, occurrences or claims that might arise or be asserted against the Municipality for the construction, presence, existence or maintenance of the stormwater management facilities by the Landowner and his successors and assigns.
10. In the event a claim is asserted against the Municipality, its agents, or employees, the Municipality shall promptly notify the Landowner and his successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the Municipality, his agents or employees shall be allowed, the Landowner and his successors and assigns shall pay all costs and expenses in connection therewith.
11. In the advent of an emergency or the occurrence of special or unusual circumstances or situations, the Municipality may enter the property, if the Landowner 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 Landowner of any inspection, maintenance, or repair undertaken within five days of the activity. The Landowner shall reimburse the Municipality for its costs.

This Agreement shall be recorded among the land records of Bucks County, Pennsylvania and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs, and any other successors in interests, in perpetuity.

**ATTEST:**

**WITNESS** the following signatures and seals:

(SEAL) For the Municipality:

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(SEAL) For the Landowner:

ATTEST:

\_\_\_\_\_

County of Bucks, 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)