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Township of East Rockhill

APPENDIX F
Standard Stormwater Facilities Maintenance and Monitoring Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter the "Landowner"), and East Rockhill Township, Bucks County; Pennsylvania (hereinafter Township);

Witnesseth

WHEREAS, the Landowner is the owner of certain real property 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 Management Plan (hereinafter "Plan") for _____ which is expressly made a part hereof, as approved or to be approved by the Township, provides for detention or retention of stormwater within the confines of the Property; and

WHEREAS, the Township and Landowner, his successors and assigns agree that the health, safety, and welfare of the residents of the Township require that onsite stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the Township requires, though the implementation of the East Rockhill Township Stormwater Management Ordinance, that stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, his successors and assigns.

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 onsite stormwater management facilities 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 maintain the stormwater management facilities in good working condition, acceptable to the Township so that they are performing their design functions.

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3. The Landowner, his successors and assigns, hereby grants permission to the Township, his authorized agents and employees, upon presentation of proper identification, 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 Township 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 Township shall give the Landowner, his successors and assigns, copies of any inspection report which may have been prepared, with findings and evaluations. Maintenance inspections shall be performed at the discretion of the Township.
4. All reasonable costs for said inspections shall be borne by the Landowner and payable to the Township.
5. The owner shall convey to the Township easements and/or rights-of-way to ensure access for periodic inspections by the Township and maintenance, if required.
6. In the event the Landowner, his successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the Township, the Township 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 Township to erect any structure of a permanent nature on the land of the Landowner, outside of any easement belonging to the Township. It is expressly understood and agreed that the Township 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 Township.
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 Township, 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 Township upon demand, within thirty days of receipt of invoice thereof, for all costs incurred by the Township hereunder. If not paid within said thirty-day period, the Township 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 provisions of the Second Class Township Code.
9. The Landowner, his successors and assigns, shall indemnify the Township and its agents and employees against any and all damage, accidents, casualties, occur-

rences or claims that might arise or be asserted against the Township 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 Township, its agents or employees, the Township 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 Township, 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 event of an emergency or the occurrence of special or unusual circumstances or situations, the Township 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 Township shall notify the Landowner of any inspection, maintenance or repair undertaken within five days of the activity. The Landowner shall reimburse the Township 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 Township:

(SEAL)

For the Landowner:

ATTEST:
