

Appendix 23-M

**STANDARD STORMWATER FACILITIES MAINTENANCE AND
MONITORING AGREEMENT**

Prepared by and Return to:

CPN No.

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**STORMWATER FACILITIES
MAINTENANCE AND MONITORING AGREEMENT**

THIS AGREEMENT, made and entered into this _____, 202__, by and between _____ with a mailing address of _____ (“Landowner”), and **SOLEBURY TOWNSHIP**, Bucks County, a political subdivision of the Commonwealth of Pennsylvania with an address of 3092 Sугan Road, P.O. Box 139, Solebury, Pennsylvania 18963 (“Township”);

w i t n e s s e t h:

WHEREAS, Landowner is the legal and equitable owner of certain real property located in Solebury Township, Bucks County, Pennsylvania, _____, identified as Bucks County Tax Parcel No. _____ (the “Property”);

WHEREAS, Landowner is proceeding to _____, along with miscellaneous erosion and sedimentation control measures;

WHEREAS, the plans and reports identified on **Exhibit A** hereto (collectively, the “Plan”), as approved or to be approved by the Township and as may be subsequently amended at the request or with the approval of the Township, provide for management of stormwater within the confines of the Property through the use of Best Management Practices (BMPs);

WHEREAS, Township’s Engineer issued a review letter dated _____ providing that Landowner must comply with certain requirements, including entering into this Agreement;

WHEREAS, the Township and Landowner agree that the health, safety, and welfare of the residents of the Township require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the Township requires, through the implementation of the Plan that stormwater management BMP facilities as required by the Plan and Solebury Township Stormwater Management Ordinance be constructed and adequately operated and maintained by Landowner.

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

1. The Stormwater Management/BMP facilities, and all related appurtenances, as shown on the Plan (the “Stormwater Management/BMP Facilities”), shall be constructed by Landowner in accordance with the terms, conditions and specifications identified in the Plan, all applicable Township ordinances, Township letters and comments _____, all easements and deed restrictions, all representations made by Landowner in permit application materials or communications with the Township, Township approvals, stipulations, regulations, resolutions, agreements, requirements and specifications. The Stormwater Management/BMP Facilities are a permanent part of the development and shall not be removed, altered or modified by Landowner.
2. The Property is required to have stormwater facilities. The building plans submitted to the Township shall depict the location of the Stormwater Management/BMP Facilities. The Township may withhold a certificate of occupancy for any building if the Stormwater Management/BMP Facilities have not been constructed in compliance with the Plan.
3. Landowner, therefore, hereby declares that the Property shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the terms of this Agreement which shall run with the land and shall be binding on the Property and all parties having or acquiring any right, title or interest therein, or any part thereof and their successors and assigns. Landowner shall be responsible for the proper maintenance and repair of the Stormwater Management/BMP Facilities.
4. Landowner shall operate and maintain the Stormwater Management/BMP Facilities in good working condition, free of obstruction, debris, deterioration and the like, acceptable to the Township so that they are performing their design functions. Landowner shall comply with the specific operation and maintenance requirements noted on the Plan.
5. Landowner shall inspect the Stormwater Management/BMP Facilities two (2) times a year – once in the spring and once in the fall – and after every major storm to ensure the Stormwater Management/BMP Facilities are operating properly and in accordance with the terms of this Agreement. Landowner shall maintain written records of all such inspection, along with any repairs and other corrective actions; and shall submit such records to Solebury Township upon request.
6. Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon the Property at reasonable times, such as following a storm of the intensity for which the Stormwater Management/BMP Facilities were designed to control, and to inspect the Stormwater Management/BMP Facilities whenever the Township deems necessary. The purpose of the inspection is to ensure safe and proper functioning of the Stormwater Management/BMP Facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When

inspections are conducted, the Township shall give Landowner copies of the inspection report with findings and evaluations. Maintenance inspections may be performed in accordance with the following schedule, or upon such other schedule as the Township determines to be appropriate:

- Twelve (12) months after completion of the Stormwater Management/BMP Facilities 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.

All reasonable costs for said inspections shall be borne by Landowner and payable to the Township.

7. By this document Landowner conveys to the Township an easement and/or rights-of-way in perpetuity that run with the land to ensure access for periodic inspections by the Township and maintenance, if required.
8. In the event Landowner fails to maintain the Stormwater Management/BMP 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 the Stormwater Management/BMP Facilities and to charge the costs of the maintenance and/or repairs to Landowner. This provision shall not be construed as to allow the Township to erect any structure of a permanent nature on the Property, 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 the Stormwater Management/BMP Facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
9. 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 Landowner's failure to perform such work, Landowner shall reimburse the Township upon demand, within 30 days of receipt of invoice thereof, for all costs incurred by the Township hereunder. If not paid within said 30-day period, the Township may enter a lien against the property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under the provisions of the Second Class Township Code.
10. The intent and purpose of this Agreement is to ensure the proper maintenance of the Stormwater Management/BMP Facilities by Landowner. This Agreement shall not be deemed to create or effect any additional liability on any party for damage alleged to result from or caused by stormwater runoff.
11. Landowner shall hold harmless, release and indemnify the Township'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 Stormwater Management/BMP Facilities by Landowner or Township. In the event that a claim is asserted against the

Township, its designated representatives or employees, the Township shall promptly notify Landowner and Landowner shall defend, at Landowner's own expense, any suit based on the claim. If any judgment or claims against the Township or its employees or designated representatives shall be allowed, Landowner shall pay all costs and expenses regarding said judgment or claim.

12. In the advent of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property, if 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 Landowner of any inspection, maintenance, or repair undertaken within five days of the activity. Landowner shall reimburse the Township for its costs.
13. For the purposes of this Agreement, "Best Management Practice" shall mean 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.
14. For purposes of this Agreement, any reference to "Landowner" shall include Landowner's personal representatives, heirs, assigns, transferees and any other successors in interest, and shall specifically include all future owners of the Property.
15. 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 Landowner and Landowner's agents, personal representatives, heirs, assigns, transferees and any other successors in interests, in perpetuity.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hand and seal on the day and year first written above:

For the Township:

SOLEBURY TOWNSHIP

ATTEST:

By: _____

By: _____

For Landowner:

WITNESS:

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF _____ :

This record was acknowledged before me on _____, 202__ by _____,
as the Township Manager, who represents that s/he is authorized to act on behalf of **SOLEBURY
TOWNSHIP**.

Notary Public

My commission expires: _____

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF BUCKS :

This record was acknowledged before me on _____, 202__ by _____

Notary Public

My commission expires: _____

EXHIBIT “A”
Plans and Reports