**STORMWATER MANAGEMENT/ BMP FACILITIES & MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made and entered into this day of \_, 20\_\_\_, by and between

 hereinafter called the "Landowner", and

Reading Township, Adams County, Pennsylvania, hereinafter called the "Municipality". Property is located in Reading Township, Adams County, Pennsylvania.

WHEREAS, the Landowner is the owner of certain real property described as (Adams County tax Map/Parcel Identification Number) as recorded by deed in the land records of Adams County, Pennsylvania, Book Page , hereinafter called the "Property" – located in Reading Township.

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the minor stormwater site plan hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the Municipality, provides for detention of stormwater within the confines of the property through the use of Best Management Practices (BMPs); and

WHEREAS, the Municipality and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of Adams County, Pennsylvania, require that on-site stormwater management/ BMP facilities be constructed and maintained on the Property; and

WHEREAS, the Municipality requires that on-site stormwater management/ BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns. Any additional requirements imposed by the Municipality are considered part of the Plan.

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 Landowner in accordance with the specifications identified within the Plan shall construct the onsite BMP facilities.
2. The Landowner, its successors and assigns, shall adequately maintain the BMP facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.
3. The Landowner, its successors and assigns, shall inspect the BMP facility after all rainfall events exceeding one inch of precipitation in a 24-hour period.
4. The Landowner, its successors and assigns, hereby grant permission to the Municipality, its authorized agents and employees, to enter upon the Property without prior notification at reasonable times and upon presentation of proper identification to inspect the BMP facilities whenever the Municipality deems necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the BMP facilities as shown on the Plan and in good working condition, the Municipality may enter upon the Property and take whatever action is deemed necessary to maintain said BMP facilities and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the Municipality to erect any structure of permanent nature on the land of the Landowner unless such structures were part of the approved Plan. It is expressly understood and agreed that the Municipality is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
6. 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 within thirty (30) days of receipt of invoice for all expenses incurred. The municipality has the right to file a municipal lien for unpaid costs and expenses that have not been reimbursed thirty (30) days after receipt of invoice.
7. The intent and purpose of this Agreement is to ensure the proper maintenance of the BMP facilities by the Landowner. This Agreement shall not be deemed to create any additional liability of any party for damage alleged to result from or be caused by nonpoint source pollution runoff. This Agreement imposes no liability of any kind whatsoever on the Municipality and the Landowner agrees to hold the Municipality harmless from any liability in the event the stormwater management BMP facilities fail to operate properly. In the event that a claim is asserted against the municipality, its designated representatives or employees, the municipality shall promptly notify the Landowner and the Landowner shall defend, at his own expense, any suit based on the claim. If any judgment or claims against the municipality shall be allowed, the Landowner shall pay all costs and expenses regarding said judgment.
8. This Agreement shall be binding to the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

**Landowner signatures:**

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 (Print Landowner Name)

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Landowner Name)

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 (Reading Township Board of Supervisors) (Printed Name & Title – Board of Supervisors)

**Witnessed By:**

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Reading Township Seal

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, A.D. 20\_\_\_\_\_, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of landowner) known to me (or satisfactory proven) to be the person whose name subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of landowner

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of landowner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary

My commission expires: