

WATER

26 Attachment 6

Township of East Rockhill

**Appendix F**  
**Sample Stormwater Facilities Maintenance and Monitoring Agreement**

Note: Project specific agreement must be prepared and approved by Township.

**SAMPLE**  
**STORMWATER FACILITIES MAINTENANCE AGREEMENT**

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**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between \_\_\_\_\_, (hereinafter collectively referred to as "**Landowner**"), and the **TOWNSHIP OF EAST ROCKHILL**, a Township of the Second Class, with offices at East Rockhill Township, 1622 Ridge Road, Perkasio, PA 18944 (hereinafter referred to as "**Municipality**").

**WHEREAS**, Landowner is fee simple title owner of a tract of land situate in Bucks County, further identified as Bucks County Tax Parcel No. \_\_\_\_\_ (the "Property") and more fully described on a plan, prepared by \_\_\_\_\_, dated \_\_\_\_\_, last revised \_\_\_\_\_, said plans being made a part hereof and incorporated herein by reference although not physically attached hereto (hereinafter referred to as "PLAN")

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

**WHEREAS**, the Plan, as approved or to be approved by the Municipality, provides for stormwater management facilities within the confines of the Property; 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 facility be constructed and maintained on the lot shown on the Plan; and

**WHEREAS**, the Municipality requires, through the implementation of the stormwater management regulations, that stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its 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:

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1. The on-site stormwater management facilities, (i.e. detention basin and all stormwater facilities on the Property) 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 and all future owners of the property on which the basin is located, (collectively, the "Landowner") shall be responsible for the maintenance of the stormwater management facilities on their respective properties. Said maintenance shall include, but not be limited to the following:
  - a. The Landowner shall regularly mow all grass and vegetation in and around the detention basin except for vegetation designed and planted for mature growth.
  - b. The Landowner shall not alter the grades within any area of the stormwater management facility from those established in accordance with the approved plans and stormwater management reports referenced hereinabove, or in any other manner undertake or cause to occur within the area of the stormwater facility any changes to the overall facility which would in any manner affect the operation of the same as intended.
  - c. The Landowner shall remove debris and silt from the basin and the inflow and outflow pipes to insure that the facilities remain in good working order.
  - d. The Landowner shall make all repairs necessary to insure the continued proper operation of the detention basin.
3. The Landowner 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 Subdivision/Land Management Plan.
4. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, upon presentation of proper identification, to enter upon the Property at reasonable times, and to inspect the stormwater management facilities whenever the Municipality deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, access roads, etc. When inspections are conducted, the Municipality shall give Landowner copies of the inspection report with findings and evaluations of any maintenance recommendations the Township determines to be the responsibility of the Landowner. The area of the facilities subject to inspection by the Township shall be as set forth on Exhibit "A" attached hereto.

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5. The Landowner hereby conveys to the municipality an easement over the entire Property to ensure access for periodic inspections by the municipality and maintenance, if required.
6. In the event the Landowner fails to maintain the stormwater management facilities in good working condition as set forth above, the Municipality shall provide Landowner with a list of the maintenance responsibilities which have not been properly performed by Landowner. Landowner shall have twenty (20) days to accomplish, to the Township's satisfaction, the maintenance responsibilities on the list. In the event Landowner fails or refuses to accomplish said maintenance responsibilities, 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 to the Landowner. Landowner 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.
7. In the event 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 Landowner of any inspection, maintenance, or repair undertaken within 5 days of the activity. Landowner shall reimburse the Municipality for its costs of maintenance for which Landowner was responsible.
8. The singular shall include the plural and the masculine shall include the feminine and neuter, where the context thereof shall permit or otherwise require.
9. If any ambiguity or ambiguities in this Agreement shall be claimed by any party or if any court should determine that any ambiguity exists in this Agreement, any such ambiguity shall be resolved in favor of Municipality and against Landowner.
10. This Agreement shall extend to and bind the successors and assigns of the respective parties hereto, and shall be governed by the laws of the Commonwealth of Pennsylvania.
12. 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.

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**SAMPLE**

**Signature Page for Stormwater Facilities Maintenance Agreement**

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**WITNESS** the following signatures and seals:

**ATTEST:**

**BOARD OF SUPERVISORS  
EAST ROCKHILL TOWNSHIP**

\_\_\_\_\_  
**Manager**

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Vice Chairman**

\_\_\_\_\_  
**Member**

**ATTEST:**

**Landowner**

**By:** \_\_\_\_\_

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**SAMPLE  
ACKNOWLEDGMENTS**

**By Landowner**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_, before me a Notary Public, personally appeared \_\_\_\_\_, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged, that they executed the same for the purpose therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and Notarial Seal.

\_\_\_\_\_(SEAL)  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_, before me a Notary Public, appeared **GARY VOLOVNIK, JIM NIETUPSKI, and DAVID NYMAN**, who acknowledged themselves to be the Supervisors of East Rockhill Township and that they as such Supervisors, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by themselves as such Supervisors.

**IN WITNESS WHEREOF**, I hereunto set my hand and Notarial Seal.

\_\_\_\_\_(SEAL)  
Notary Public