

Appendix I

Stormwater Controls and Best Management Practices Operations and Maintenance Agreement

2. To assure construction of the BMPs, Landowner, concurrently with the execution of this Agreement, is depositing with the Municipality the sum of \$_____0.00_____, which sum has been determined by the Township to represent 110% of the anticipated cost of constructing the BMPs. That sum shall be held by the Municipality until satisfactory completion of the construction of the BMPs as determined by the Municipality. Upon such determination, that sum shall be released to Landowner.
3. The Landowner shall operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality and in accordance with the specific maintenance requirements noted on the Plan.
4. The Landowner hereby grants permission to the Municipality, its authorized agents, and employees to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the Property.
5. In the event that the Landowner fails to construct, operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). This provision shall not be construed to allow the Municipality to erect any permanent structure on the land of the Landowner. 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.
6. In the event that the Municipality, pursuant to this Agreement, performs an inspection or 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 for all expenses (direct and indirect) incurred within ten (10) days of receipt of an invoice from the Municipality.
7. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.
8. The Landowner, its executors, administrators, assigns, and other successors in interest shall release the Municipality'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 BMP(s) by the Landowner or Municipality. 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's employees or designated representatives shall be allowed, the Landowner shall pay all costs and expenses regarding said judgment or claim.

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- 9. The Landowner shall have the BMP(s) inspected by a qualified individual at a minimum of once every three (3) years to ensure their continued functioning and submit a written report done by the qualified individual to the Township.

- 10. This Agreement shall be recorded at the Office of the Recorder of Deeds of Delaware 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 interest, in perpetuity.

IN WITNESS WHEREOF, Landowner and Municipality have place their respective signatures and seals as follows:

ATTEST:

TOWNSHIP OF MIDDLETOWN, DELAWARE
COUNTY, PENNSYLVANIA

BY: _____
TOWNSHIP MANAGER

(TOWNSHIP SEAL)

LANDOWNER:

_____ (SEAL)

_____ (SEAL)

(See attached)

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County of Delaware, 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 Stormwater Controls and Best Management Practices Operations and Maintenance 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)

=====
County of Delaware, 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 Stormwater Controls and Best Management Practices Operations and Maintenance 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)