

*SAMPLE*

STORMWATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between 160 East Main Road, LLC. hereinafter called the “Landowner”, and the Town of Middletown, hereinafter called the “Town”.

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as Tax Map 107SE Lot 72 as recorded by deed in the land evidence records of Town of Middletown, hereinafter called the “Property”.

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan known as Site Redevelopment Plans, hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the Town, provides for detention of stormwater within the confines of the property; and

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

WHEREAS, the Town requires that on-site 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:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management facilities in accordance with the required Operation and Maintenance Plan. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Best Management Practices Operation, Maintenance and Management Checklists are to be used to establish what good working condition is acceptable to the Town.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. 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, basin areas, access roads, etc... Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the Town, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the Town deems necessary. The purpose of inspection is to follow up on reported deficiencies and/or to respond to citizen complaints. The Town shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs of necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the Town, the Town may enter the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the Town to erect any structure of permanent nature on the land of the Landowner. It is expressly understood and agreed that the Town 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 Town.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. In the event the Town 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, its successors and assigns, shall reimburse the Town upon demand, within (30) days of receipt thereof for all actual costs incurred by the Town hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the Town and the Landowner agrees to hold the Town harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This Agreement shall be recorded among the land evidence records of Middletown and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests/

WITNESS the following signatures and seals:

---

Company/Corporation/Partnership Name (Seal)

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

\_\_\_\_\_  
(Name & Title)

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by

---

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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

\_\_\_\_\_  
(Type Name and Title)

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

---

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Approved as to Form:

---

Town Solicitor

---

Date