



4. Attachment D – Maintenance Agreement



Maintenance Agreement

Owner's Name: _____

Phone Number: _____ Alt. Phone Number: _____

E-mail: _____

Property Address: _____

Mailing Address:

Account Number: _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20____,
by and between _____, (hereinafter the "Landowner"), and the East
Lampeter Sewer Authority ("Authority");

WITNESSETH;

WHEREAS, the Landowner is the owner of a certain real property in the Authority's stormwater service area, recorded by deed in the land records of Lancaster County, Pennsylvania, Deed Book ____ at Page ____ and identified by Parcel Identification (ID) Number(s)

(hereinafter "Property");

WHEREAS, the Landowner installed certain Best Management Practices to manage stormwater impacts associated with the Property;

WHEREAS, the East Lampeter Sewer Authority and the Landowner, for itself and its administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of Township residents and the protection and maintenance of water quality require that stormwater practices and conveyances be properly constructed and maintained on the Property;

WHEREAS, the East Lampeter Sewer Authority, through the implementation of the Operation of Maintenance Plan (the Plan), that stormwater practices as designed in said Plan be adequately operated and maintained by the Landowner.

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

1. The owner shall operate and maintain the stormwater facility on the Property as shown on the Plan in good working order in accordance with the specific maintenance requirements noted on the Plan for the duration of the approved credit period.
2. The Owner agrees to all specifications made by the East Lampeter Sewer Authority's Stormwater Credit Policy Manual, the stormwater ordinance of the municipality for which the property is located, applicable PADEP requirements, and any documents referenced by the previously mentioned.



3. The Owner hereby grants permission to the East Lampeter Sewer Authority, its authorized agents, and employees to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the stormwater facilities periodically in the discretion of the East Lampeter Sewer Authority. Whenever possible, the East Lampeter Sewer Authority or its designee shall notify the Owner prior to entering the property.
4. The Landowner, its successors and assigns, shall inspect the stormwater management/BMP facility and submit annual an inspection report to the East Lampeter Sewer Authority or its designee no later than **June 30th** of each year. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, plantings, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
5. The Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater facility except in accordance with written approval of the East Lampeter Sewer Authority or its designee.
6. The Owner shall undertake necessary repairs and replacement of the stormwater facility at the direction of the East Lampeter Sewer Authority or its designee or in accordance with the recommendations of a Pennsylvania Licensed Professional Engineer.
7. In the event the Owner fails to Operate and maintain the stormwater facility as specified in the Plan, the East Lampeter Sewer Authority reserves the right to revoke any credits awarded by the stormwater credit system.
8. It is the intent of this agreement to ensure the proper maintenance of the facility or facilities by the Owner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or caused by stormwater runoff.
9. The Owner, its executors, administrators, assigns, and other successors in interest, shall release the East Lampeter Sewer Authority and East Lampeter Township from any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives for the construction, presence, existence, or maintenance of the stormwater facility by the owner, the East Lampeter Sewer Authority or East Lampeter Township.
10. Any assignment of this Agreement must first be approved by the ELSA or its designee.

ATTEST:

Witness the following signatures and seals:

(SEAL)

For the East Lampeter Sewer Authority

For the Owner:

Date:
