

The Mayor and Commissioners of the Town of Elkton

Stormwater Management Inspection and Maintenance Agreement

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the **Town of Elkton**, a municipal corporation of the State of Maryland, hereinafter the “Town”, and _____, hereinafter referred to as the “Property Owner”.

WHEREAS, the Property Owner is the owner and developer of certain real property described herein as Tax Map _____, Parcel _____, Deed reference _____, Address _____, Acreage _____, hereinafter the “Property”; and

WHEREAS, the Code of the Town , Title 13, Chapter 13-16, § 13.16.210, et. seq., requires the Property Owner to execute an inspection and maintenance agreement for stormwater management facilities located on the Property; and

WHEREAS, Property Owner agrees to comply with all provisions of laws of the State of Maryland and Code of the Town of Elkton Title 13, Chapter 13.16, hereinafter the “Code”, appertaining to the management of stormwater on and relating to the Property.

NOW, THEREFORE, in consideration of the aforesaid premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. Recitals

The aforesaid recitals are incorporated into this Agreement as reference.

2. Construction of Stormwater Management/BMP Facilities

The stormwater management/BMP facilities for the Property shall be constructed by the Property Owner in accordance with the engineering plans and specifications approved by the Town and in compliance with the Code and such other laws and regulations that are applicable to the management of stormwater. The cost of construction and maintenance of said stormwater management/BMP facilities shall be borne by the Property Owner.

3. Maintenance of Stormwater Management/BMP Facilities

The Property Owner agrees to maintain the stormwater management/BMP facilities on the Property and to ensure that the facility remains in proper working condition in

accordance with the engineering design standards, specifications and applicable provisions of law.

The Property Owner agrees to the following schedule:

All inlet sumps and sediment traps are to be inspected immediately after final stabilization of the site and thereafter every 6 months for the accumulation of sediment, debris and/or trash.

All Snouts are to be inspected every 6 months to verify that the structure is still firmly attached and that the structure and pipe are clear of any clogs or debris.

Once sediment accumulation reaches roughly 1/3 of the volume for either the inlet sumps or sediment traps the sediment must be removed via vacuum truck and disposed of in an acceptable manner (e.g. landfill)..

All large organic or inorganic debris shall be removed at every inspection whenever encountered.

The Property Owner agrees to provide a written report to the Town Stormwater Management Inspector upon completion of the twice yearly inspections detailing the condition of the devices and any maintenance action required and/or performed at that time.

4. Right of Inspection

The Property Owner hereby grants absolute and unqualified permission to the Town, its employees, agents, representatives and contractors, to enter upon the Property and to inspect the stormwater management/BMP facilities.

5. Property Owner's Obligation to Correct Stormwater Management/BMP Facilities

In the event that the Town determines that the stormwater management/BMP facilities are not operating in accordance with the engineering plans and specifications, or is not maintained properly, the Property Owner agrees to take such corrective action necessary and acceptable to the Town to bring the stormwater management/BMP facilities into compliance with the approved engineering plans, specifications and maintenance schedule, or to effectively and efficiently implement alternative stormwater management practices for said Property at the sole cost of the Property Owner, acceptable to the Town and in conformance with the Code and such other laws and regulations applicable to the management of stormwater. Such corrective action by the Property Owner shall be completed in thirty (30) days or less from the date of notice to the Property Owner by the Town.

6. Failure of Property Owner to Correct Stormwater Management/BMP Facilities

If the Property Owner fails to maintain the stormwater management/BMP facilities in accordance with the engineering plans, specifications and periodic maintenance

schedule; in addition to any other legal recourse to the Town, the Property Owner grants permission to the Town to enter upon the Property and perform any corrective action necessary to bring the stormwater management/BMP facilities into compliance with the Code. In such event(s) the Property Owner agrees to pay all direct and indirect costs incurred by the Town for such corrective action and to make payment to the town within thirty (30) days of the request for payment. In the event that the Property Owner fails to make payment in accordance with the terms herein, the Town may effect a lien upon said Property in the amount of all costs incurred and/or pursue such other civil remedy as provided under law.

7. Indemnification

The Property Owner hereby indemnifies and saves harmless the Town, its employees, authorized agents and contractors, from and against any claims, suits, liabilities, losses and expenses incurred by the Town which may arise or be asserted against the Town for any reasonable corrective action taken by the Town upon the Property.

8. Notice

All notices required by the parties hereto shall be in writing and delivered in person or by United States Postal Service, certified mail, return receipt requested. Notice to the Town shall be delivered to:

**Town of Elkton
Attn: Town Administrator
Elkton Municipal Building, 100 Railroad Avenue
P.O. Box 157, Elkton, Maryland 21922-0157**

Notice to the Property Owner shall be delivered to:

9. Authority to execute agreement

Each party warrants and represents that it has full power and authority to enter into this Agreement and to perform its obligations, including any payment obligations, under this Agreement.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

11. Severability

Should any part of this Agreement for any reason be declared invalid or void by a court of competent jurisdiction, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if this Agreement had been executed with the invalid portion(s) eliminated.

12. Agreement to be Recorded

This Agreement shall be recorded among the Land Records of Cecil County, Maryland, and shall constitute a covenant running with the land and/or equitable servitude, and shall be binding upon the Property Owner, its successors, assigns, heirs and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as the date first above written.

Attest:

Town of Elkton

_____ BY: _____ (Seal)

Received as to form and legal sufficiency for the Town of Elkton.

John P. Downs, Esq. Town Attorney

Date

Witness:

Property Owner

_____ BY _____ (Seal)