City of Berea
Stormwater Maintenance Agreement
Stormwater Management / Best Management Practices (BMP) Facilities Operation and Maintenance Agreement

1. AGREEMENT INFORMATION

This Agreement is made and entered into on the date shown below by and between the Landowner and the City of Berea, Kentucky.

_____	_____
Agreement Date	*Landowner*
_____	_____
Property Description	*Deed Book / Plat Book*
_____	_____
Site Plan / Subdivision Plan Name	*City*

2. RECITALS

WHEREAS, the Landowner is the owner of certain real property described above, as recorded in the land records of Madison County, Kentucky, hereinafter called the "Property";

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

WHEREAS, the Site Plan / Subdivision Plan identified above, hereinafter called the "Plan," which is expressly made a part hereof, as approved or to be approved by the City, provides for detention and/or treatment of stormwater within the confines of the Property;

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Berea, Kentucky require that on-site stormwater management / Best Management Practices, hereinafter called “BMP,” facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management / BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

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:

3. TERMS AND CONDITIONS

1. The on-site stormwater management / BMP 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, including any homeowners association, shall adequately maintain the stormwater management / BMP facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The City's annual inspection findings shall be used to establish if the working condition of the facility is acceptable to the City.

3. The City shall conduct an annual inspection of the stormwater management / BMP facilities. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, and related components. Deficiencies shall be noted in the inspection report. The City shall notify the Landowner, its successors and assigns, of the inspection results (pass or fail) by letter sent to the property owner address as shown in the records of the Madison County Property Valuation Administrator (PVA). In the event the facilities fail the inspection, the Landowner, its successors and assigns, shall bring the facilities into compliance within the time period specified in the notice, generally thirty (30) days from the date of the notice.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management / BMP facilities whenever the City deems necessary. The purpose of inspection is to conduct annual inspections, follow up on reported deficiencies, and/or respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, fail to maintain the stormwater management / BMP facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the City's inspection findings and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the land of the Landowner outside of the easement for the stormwater management / BMP facilities. It is understood and agreed that the City is not obligated to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

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 / BMP facilities, including sediment removal, is outlined on the approved plans, the schedule will be followed.

7. In the event the City, 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 City upon demand, within thirty (30) days of receipt thereof, for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management / BMP facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Madison County, Kentucky, and shall constitute a covenant running with the land and shall be binding on the Landowner, its administrators, executors, assigns, heirs, any other successors, and homeowners association.

4. SIGNATURES AND ACKNOWLEDGMENTS

The parties below acknowledge and agree to the terms and conditions of this Agreement.

Landowner

_____
Name

_____
Signature

_____
Title

The foregoing Agreement was acknowledged before me this _____ day of _____, 20____ by:
_____

_____
NOTARY PUBLIC
My Commission Expires:

_____

City of Berea, Kentucky

_____
Name

_____
Signature

_____
Title

The foregoing Agreement was acknowledged before me this _____ day of _____, 20____ by:
_____

_____
NOTARY PUBLIC
My Commission Expires:

_____

5. PREPARED BY

Prepared by _____ on behalf of the City of Berea, KY on this ___ day of _____, 20___.

_____
Signature