



capitalregionwater.com
888-510-0606

Residential Stormwater Operation and Maintenance Agreement

Homeowner's Name: _____

Phone Number: _____ Alt. Number: _____

Email: _____

Property Address: _____

Mailing Address: _____

Account Number: _____ Parcel ID Number: _____

SW Fee Credit Renewal Date: _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter the "Homeowner"), and the Capital Region Water ("Authority");

WITNESSETH:

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

WHEREAS, the Authority and the Homeowner, for itself, agree that the health, safety, and welfare of city 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 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 Homeowner.

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 Homeowner 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 Homeowner agrees to all specifications made by the Capital Region Water Stormwater Credit Policy Manual, the stormwater rules and regulations of Capital Region Water for which the property is located, applicable PADEP requirements, and any documents referenced by the previously mentioned.



capitalregionwater.com
888-510-0606

Residential Stormwater Operation and Maintenance Agreement

3. The Homeowner hereby grants permission to the 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 at the discretion of the Authority. Authority shall notify the Homeowner prior to entering the property.
4. The Homeowner shall inspect the stormwater management/BMP facility and submit an inspection report to the Authority no later than six (6) months prior to your credit renewal date. The purpose of the inspection is to assure the 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 Homeowner shall not authorize, undertake, or permit alteration, abandonment, modification, or discontinuation of the stormwater facility except in accordance with the written approval of the Authority.
6. The Homeowner shall undertake necessary repairs and replacement of the stormwater facility at the direction of the Authority.
7. In the event the Homeowner fails to Operate and maintain the stormwater facility as specified in the Plan, the 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 Homeowner; 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 Homeowner, its executors, administrators, assigns, and other successors in interest, shall release the Authority 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 Homeowner or the Authority.
10. Any assignment of this Agreement must first be approved by the Authority.

SIGNATURES:

For the Homeowner:

Print Name

Signature

Date: _____

For the Authority:

Claire Maulhardt, PLA

City Beautiful H₂O Program Manager

Claire Maulhardt

Signature

Date: _____

Please complete and return to:

Capital Region Water
ATTN: Stormwater Program - Credit
3003 North Front Street
Harrisburg, PA 17110
Email: stormwater@capitalregionwater.com