

STORMWATER MANAGEMENT OPERATION, MAINTENANCE, AND INSPECTION AGREEMENT

City of Northampton, MA
Department of Public Works
(413) 587-1570

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between (Insert Full Name of Owner) Patrick J. Melnik Jr. and Zoe Zeichner, Trustees of the Zeichner Melnik Family Trust hereinafter called the "Landowner", and the City of Northampton, hereinafter called the "City".

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property at (Street Address) _Patrick J. Melnik Jr. and Zoe Zeichner, Trustees of the Zeichner Melnik Family Trust as described as (City of Northampton Assessors Map/Parcel/Lot Number) 31B-188 as recorded by deed in the land records of Hampshire County, Massachusetts, Deed Book 2103 Page 029, hereinafter called the "Property". WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as Proposed Apartments, 76 Gothic Street, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, which provides for the conveyance, treatment, and/or detention of stormwater within the confines of the Property; and

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 the City of Northampton, Massachusetts, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management 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, in accordance with the Northampton Stormwater Management Ordinance (Chapter 281 of the City's Code of Ordinance), 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 Plans and documents reviewed and approved by the Northampton Department of Public Works (DPW).
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities according to the maintenance schedule described in **Attachment A**. 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 and so that water quality standards are met in all seasons and throughout the life of the stormwater system.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility; and shall submit an annual report documenting the inspection and maintenance of the stormwater management system as certified by a Registered Professional Engineer or other qualified stormwater professional as approved by the DPW and submitted to the Northampton Department of Public Works by October 1st each year. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, stormwater

systems, berms, outlet structure, pond areas, access roads, etc. Deficiencies and a plan to correct deficiencies shall be noted in the inspection report.

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 facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies, inspect the stormwater management facilities when annual reports have not been submitted and/or to 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, fails to maintain the stormwater management facilities in good working condition acceptable to the City, and if after notice by the City Engineer to correct a violation requiring maintenance work, satisfactory corrections are not made by the Landowner, its successors and assigns within thirty days, the City may enter upon the Property and perform all necessary work to place the facility in proper working condition and assess the costs of such work and any penalties to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City 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 City.

6. 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.

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

8. The Landowner, its successors and assigns, including any homeowners association, shall provide stormwater management easements as necessary for all areas used for off-site stormwater control, preservation of stormwater runoff conveyance, infiltration, and detention areas and facilities, including flood routes for the 100-year storm event, and access for facility maintenance and inspection. A list of easements with the purpose and location of each shall be specified in Attachment B. The Landowner, its successors and assigns shall record all easements in the land records of the Hampshire County Registry of Deeds, Commonwealth of Massachusetts.

9. The Landowner, its successors and assigns, shall notify the DPW of any changes in ownership, assignment of financial responsibility, reconstruction of the approved stormwater management facilities and/or amendments to the maintenance schedule described in Attachment A. The maintenance schedule described in Attachment A may be amended to achieve the purpose of the Northampton Stormwater Management Ordinance by mutual agreement of the DPW and the Landowner, its successors and assigns. Amendments shall be in writing and signed by the DPW and all responsible parties.

10. This Agreement shall be recorded by the property owners or at the property owners expense among the land records of Hampshire County, Commonwealth of Massachusetts, 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, including any homeowners association.

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By: _____

(Type Name)

(Type Title)

COMMONWEALTH OF MASSACHUSETTS

County of Hampshire

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF NORTHAMPTON

By: _____
David J. Narkewicz, Mayor

COMMONWEALTH OF MASSACHUSETTS

County of Hampshire

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the proceeding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC

My Commission Expires: _____

Attachment A:
Maintenance Schedule