

STORMWATER REMEDIATION FEE CREDIT AGREEMENT

THIS STORMWATER REMEDIATION FEE CREDIT AGREEMENT made this ____ day of _____, 201____, by and between _____ (“Owner”) and ANNE ARUNDEL COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (“County”).

WHEREAS, the Owner owns the real property known as _____ and is more particularly described in a deed from _____ to _____ and recorded among the land records of Anne Arundel County in Liber _____, Folio _____ (the “Property”); and

WHEREAS, a stormwater remediation fee is imposed against the Property under § 13-7-101, et. seq. of the Anne Arundel County Code; and

WHEREAS, § 13-7-107 of the County Code authorizes the County to grant a credit towards the stormwater remediation fee for real property to account for existing on site systems, facilities, services, or activities that reduce the quantity or improve the quality of stormwater discharged from a property; and

WHEREAS, Owner has requested a credit towards the stormwater remediation fee imposed on the Property in accordance with the Anne Arundel County Code to account for existing on site systems, facilities, services, or activities that reduce the quantity or improve the quality of stormwater discharged from a property, the parties now enter into this Stormwater Remediation Fee Credit Agreement; and

WHEREAS, there is no executed “Inspection and Maintenance Agreement” for the on-site systems, facilities, services, or activities that reduce the quantity or improve the quality of stormwater discharged from the Property; and

WHEREAS, the on-site the on-site systems, facilities, services, or activities that reduce the quantity or improve the quality of stormwater discharged from the Property, are designed and constructed per the most recent Maryland Stormwater Design Manual, Volume I and II, County standards and requirements; and

WHEREAS, the primary objective for the credit towards the stormwater remediation fee is to encourage property owners to proactively manage stormwater on their property by incorporating sustainable stormwater management practices that are used to meet and exceed the requirements found in the latest Maryland Stormwater Design Manual, Volume I and II and Supplements.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises herein contained and in order to fulfill the requirements of the Anne Arundel County Code, the parties do hereby agree as follows:

1. Owner shall be responsible for the continued maintenance and repair of the on-site systems, facilities, services, or activities that reduce the quantity or improve the quality of stormwater discharged from the Property, which are described as follows: **(insert description of onsite stormwater management control)** (the “stormwater management practice”).

2. The Owner shall maintain inspection and maintenance records for the stormwater management practice and supply them to the County’s Department of Public Works (the “Department”) every three (3) years and at other times upon request of the County.

3. Owner is hereby prohibited from altering the stormwater management practice on the Property without prior approval from the Department.

4. Owner shall provide access to the stormwater management practice at all reasonable times for inspection by the County or its agents or contractors.

5. Based on the stormwater management practice that exists on the Property, the County will grant a credit in the amount of ____% of the stormwater remediation fee imposed against the Property (the “stormwater remediation fee credit”). The stormwater remediation fee credit shall be applied beginning on _____, and shall continue to be applied in accordance with the terms of this Agreement. The stormwater remediation fee credit will be applied in compliance with County requirements, as amended from time to time. At of time of execution of this Agreement, these requirements are set forth in the “Anne Arundel County’s Watershed Protection and Restoration Program Stormwater Remediation Fee Credit Policy And Version 1.1/2016

Guidance”, found at:

http://www.aacounty.org/DPW/Watershed/Stormwater/WPRF_FINAL_CreditPkg_Print.pdf

6. If the Department determines that the stormwater management practice has been removed from the Property, has been altered, or has otherwise not been kept in place or in proper working condition, the stormwater remediation fee credit shall no longer apply towards the stormwater remediation fee assessed against the Property and this Agreement shall become null and void. The Department shall notify the Owner within 30 days of such a determination being made.

7. This Agreement shall be construed in accordance with the laws of the State of Maryland, and any action brought hereunder shall be brought in the courts of this State, with venue solely in Anne Arundel County.

8. This Agreement contains the full and final agreement between the parties and no other matter or variation therefrom shall be considered as part of this Agreement unless in writing and duly executed by the parties hereto.

9. Owner by signature below hereby warrants that all property Owners subject to this Agreement have signed and have joined in this Agreement.

10. In the event that the Owner transfers the Property, this Agreement shall automatically terminate and no longer be effective, and the stormwater remediation fee credit shall no longer apply towards the stormwater remediation fee imposed for the Property unless and until the new owner applies and is approved for the same.

11. This Agreement shall automatically terminate and no longer be effective, and the stormwater remediation fee credit provided for in this Agreement shall no longer apply towards the stormwater remediation fee imposed for the Property if the credit is no longer authorized by State or County law.

12. This Agreement supplements other County requirements. If this Agreement and such County requirements conflict, the stricter requirements shall control.

