



Conditional Sump Pump Discharge Agreement

This Agreement is made between the Town of Dover and

(Property Owner 1): _____

(Property Owner 2): _____

with property located at

(Address): _____ Block(s): _____ Lot(s): _____

(Property Owners Mailing Address): _____

This Agreement between the property owner and the Town of Dover will conditionally grant permission for the property owner to discharge a sump pump to the curb/edge of pavement and into the public street as there are no public drainage inlets or public stormwater collection systems within a reasonable distance of the above referenced property. Since it is not possible at this time to predict the timing, quantity and frequency of the sump discharge, it may be possible that at some time in the future, said discharge may create a public nuisance in violation of the Town of Dover's Property Maintenance Code – Section 506.2. If the sump pump discharge creates a public nuisance at any time in the future, such as icing of the roadway or any other nuisance as determined by the Town Engineer, this sump pump discharge shall be terminated immediately upon notification by the Town of Dover. The property owner may be permitted to resume the discharge of the sump pump once it has been determined by the Town Engineer that the public nuisance no longer exists.

No sump pumps shall be discharged at any time into the sanitary sewer system, including the sanitary sewer lateral.

Failure to terminate the sump pump discharge upon notification of the existence of a public nuisance associated with the discharge, will be a direct violation of this agreement and the Town of Dover's Property Maintenance Code Section 506.2 which states that "Sump pumps shall not be discharged in a manner that creates a public nuisance, "and may result in summonses being issued to Municipal Court on a daily basis until the violation is abated. Fines shall not exceed \$2,000.00 per summons and or 90 days community service or imprisonment.

This Agreement shall be filed as a Deed Restriction on the Property in order to make it binding on all future property owners. The Property Owner shall record the attached Deed Restriction in Morris County and provide the Town of Dover with a copy of the filed Deed Restriction within ten (10) days of the signing of this Agreement. Failure to do so will revoke the conditional approval of the Sump Pump Discharge.



This Agreement shall be binding on all future owners of this property.

OWNER

Witness:

Signature

Printed Name

Date

Signature Owner 1

Printed Name

Date

Signature Owner 2

Printed Name

Date

TOWN OF DOVER

Witness:

Signature

Printed Name

Date

Signature

Printed Name

Town Engineer
Title

Date

DEED RESTRICTION

Property Owner Return Mailing Address:

This agreement is made on the _____ day of the Month of _____, year _____ between

_____ (“Owner” 1),

_____ (“Owner” 2 – if applicable),

and the Town of Dover (“Town”). The agreement is for the property known as

_____ (the “Property”), Block # _____, Lot # _____

in the Town of Dover, County of Morris, State of New Jersey, regarding the installation of a Sump Pump. The

current deed is recorded in Book _____, Page _____ or Instrument Number _____.

This Covenant is to be recorded in the Morris County Clerk’s Office.

Be advised that the Owner was granted conditional permission to discharge a sump pump at the Property to the curb/edge of pavement and into the public street as there are no public drainage inlets or public stormwater collection systems within a reasonable distance of the above referenced property. Since it is not possible to predict the timing, quantity and frequency of the sump discharge, it may be possible that at some time in the future, said discharge may create a public nuisance in violation of the Town’s Property Maintenance Code – Section 506.2. If the sump pump discharge creates a public nuisance at any time in the future, such as icing of the roadway or any other nuisance as determined by the Town Engineer, this sump pump discharge shall be terminated immediately upon notification by the Town. The Owner may be permitted to resume the discharge of the sump pump once it has been determined by the Town Engineer that the public nuisance no longer exists; and

Be further advised that no sump pumps shall be discharged at any time into the sanitary sewer system, including the sanitary sewer lateral; and

Be further advised that failure to terminate the sump pump discharge upon notification of the existence of a public nuisance associated with the discharge, will be a direct violation of this agreement and the Town’s Property Maintenance Code Section 506.2 which states that “Sump pumps shall not be discharged in a manner that creates a public nuisance, “and may result in summonses being issued to Municipal Court on a daily basis until the violation is abated. Fines shall not exceed \$2,000.00 per summons and or 90 days community service or imprisonment

IN WITNESS WHEREOF; The parties hereto have set their hands and seals on the day first written above.

Property Owner Signature

Please PRINT Property Owner Name

Property Owner Signature

Please PRINT Property Owner Name

STATE: New Jersey

COUNTY: Morris

BE IT REMEMBERED, that on this day _____ of _____ (month), _____(year) before me, the subscriber, a notary public, personally appeared _____ (property owner name(s)), who I am satisfied is/are the person(s) who executed the within instrument, and thereupon (s)he acknowledged that (s)he signed, sealed, and delivered to me as his or her own voluntary act and deed for the uses and purposes therein expressed.

Notary Signature

Notary Stamp and Seal