

STORMWATER BEST MANAGEMENT PRACTICES OPERATIONS AND MAINTENANCE AGREEMENT

Prepared by: _____

Return to: London Grove Township
372 Rose Hill Road, Suite 100
West Grove, PA 19390

UPI Number: _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20 _____, by and between _____, residing at _____ (hereinafter the "Landowner"), and London Grove Township, Chester County, Pennsylvania, (hereinafter "Township");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Chester County, Pennsylvania, record Book _____, Page _____, (hereinafter "Property").

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

WHEREAS, the Township and the Landowner, his successors and assigns, agree that the health, safety and welfare of the residents of the Township and the protection and maintenance of water quality require that on-site Stormwater Management BMPs be constructed and maintained on the Property; and in accordance with the Township Stormwater Management Ordinance, Stormwater Management Plan and Stormwater Management Manual (collectively the "Stormwater Management Ordinance"); and

WHEREAS, the stormwater management BMP Operations and Maintenance Plan approved by the Township (hereinafter referred to as the "Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Township, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (BMPs); and

WHEREAS, for the purposes of this agreement, the following definitions shall apply;

1. BMP- "Best Management Practice;" activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the London Grove Township Stormwater Management Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters and detention basins.
2. Infiltration Trench- A BMP surface structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer.
3. Land Owner- The then present title owner, or owners, of the Property. Upon the Conveyance of all of the Property, or of any Lot, constituting the entire ownership interest of the transferor thereof in the Property or in

said Lot so transferor shall cease to be deemed a Land Owner hereunder with respect to the Property or Lot so transferred, and the successor in title to the Property or the Lot shall, upon the completion of the conveyance, become a Land Owner hereunder, and be bound by the terms of this agreement.

4. Seepage Pit- An underground BMP structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or groundwater aquifer,

5. Rain Garden- A BMP overlain with appropriate mulch and suitable vegetation designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil and/or underground aquifer, and

WHEREAS, the Township requires, through the implementation of the Plan, that stormwater management BMPs as required by said Plan and the London Grove Township Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, his successors and assigns, and in perpetuity or until such time as the municipality approves the removal or modification of the stormwater management facilities provided by the Plan.

NOW. THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The BMPs shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall operate and maintain the BMPs as shown on the Plan in good working order acceptable to the Township and in accordance with the specific maintenance requirements noted on the Plan.
3. The Landowner hereby grants permission to the township, its authorized agents and employees, to enter upon the property, at reasonable times upon presentation of proper identification, to inspect the BMPs whenever it deems necessary. Whenever possible, the Township shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMPs as shown on the Plan in good working order acceptable to the Township, the Township or its representatives may take any one or more of the following actions: (a) give written notice thereof to the Landowner specifically describing those BMPs which are not in compliance therewith, and shall provide the Landowner a period of thirty (30) days to complete such maintenance or repairs, provided, in case of emergency, Landowner shall commence to complete such maintenance or repairs immediately, but in no event later than seventy-two (72) hours after Township's notice to Landowner, either oral or written, or such further time as shall be agreed upon in writing by the Landowner and the Township; (b) Cause any default in repairs or maintenance, to be cured, pay the cost of same and enter the amounts expended together with costs and a reasonable attorney's fee as a municipal lien against Landowner's land; (c) Pursue any other remedy available at law or in equity.

This provision shall not be construed to allow the Township to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event, shall this Agreement be construed to impose any such obligation on the Township.

LONDON GROVE TOWNSHIP

5. In the event the Township, 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 shall reimburse the Township for all expenses (direct and indirect including reasonable professional fees and expenses) incurred within ten (10) days of receipt of invoice from the Township. Failure to pay the invoice in accordance with its terms shall result in the imposition of a Lien against the property of the Landowner in accordance with the laws of this Commonwealth.

6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Township's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMPs by the Landowner or Township. In the event that a claim is asserted against the Township, its designated representatives or employees, the Township shall promptly notify the Landowner and the Landowner shall defend, at his own expense, any suit based on the claim. If any judgement or claims against the Township's employees or designated representatives shall be allowed, the Landowner shall pay all costs and expenses regarding said judgement or claim.

8. The Township will inspect the BMPs installed at the Property pursuant to the Plan at a minimum of once every three years to ensure their continued functioning in accordance with the specifications for the same as set forth on the Plan.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Chester County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

London Grove Township:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

ON THIS, the ____ day of _____, 20 ____, before me, a Notary Public, the undersigned officer, personally appeared Kenneth Battin, Manager of London Grove Township, known to me (or satisfactory proven) to be the person whose name is subscribed to within instrument and acknowledges that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Notary Public

For the Landowner:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

ON THIS, the ____ day of _____, 20 ____, before me, a Notary Public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose name is subscribed to within instrument and acknowledges that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Notary Public