

STORMWATER MANAGEMENT APPLICATION



1. Stormwater Management Application, with all sections completed.
2. \$52.00 Application Fee
3. \$1,546.00 Escrow Fee.
4. Complete and Recorded Operations and Maintenance Agreement.
5. 3 Copies of the Complete Packet.

Applicant Information

Name: _____

Phone: _____

Fax: _____

Street Address: _____

City/State: _____

Email: _____

Owner Information

Name: _____

Phone: _____

Fax: _____

Street Address: _____

City/State: _____

Email: _____

Type of Work

☐ New Dwelling☐ Driveway☐ Addition to Existing Dwelling☐ Other, Please Describe: _____

Area of Impervious Surface

a. Existing to Remain _____ s.f. _____ Percentage of Property

b. Proposed _____ s.f. _____ Percentage of Property

Stormwater Management Report Included: ☐ Yes ☐ No

Additional Comments:

I, undersigned, attest to the truth and correctness of all facts and information presented with this application agree to pay for all fees associated therewith and required by this application upon submittal of the application to the Township.

Applicant's Signature_____
DateReviewed by Township Engineer: ☐ Yes ☐ No

Date: _____

Permit Approved: ☐ Yes ☐ No

Date: _____

Signature of Plan Reviewer: _____



LONDON GROVE TOWNSHIP

Review and Processing Escrow Agreement for Stormwater Management Plans

Name of Project: _____
Amount of Security: \$ _____

THIS AGREEMENT, is made this _____ day of _____, 20____ by and among _____ with its principal place of business located at _____ (hereinafter called “Applicant”), and the BOARD OF SUPERVISORS OF LONDON GROVE TOWNSHIP, 372 Rose Hill Road, Suite 100, West Grove, PA 19390 (hereinafter called “Township”).

RECITAL

WHEREAS, the Applicant owns certain real property located in the Township at _____ and known as Tax Parcel Number(s) _____; and

WHEREAS, the Applicant has submitted a Stormwater Management Plan (“Plan”) for review and approval by the Township in accordance with the London Grove Township Stormwater Management Ordinance contained in Chapter 20 of the Codified Ordinance of London Grove Township (“Ordinance”); and

WHEREAS, both the Township Ordinance authorizes the establishment of fees and charges relating to filing and review of Stormwater Management Plans; and

WHEREAS, the Ordinance authorizes the establishment of reasonable and necessary fees and charges related to review of Stormwater Management Plans by the Township’s professional consultants or Township Engineer; and

WHEREAS, the Township has by Resolution adopted a fee schedule as prescribed by the Ordinance; and

WHEREAS, the Applicant acknowledges receipt of said Ordinance and fee schedule.

NOW, THEREFORE, for and in consideration of the Township’s review of the Plan, and the mutual promises of the parties hereto made to each other, and intending to be legally bound hereby, the parties agree as follows:

1. For purpose of this Agreement the term “Professional Consultant” include, but not be limited to persons who provide expert or professional advice, including, but not to, architects, attorneys, certified public accountants, engineers, geologists, land surveyors, landscape architects or planners.
2. On or prior to the date of this Agreement, Applicant has deposited with Township, the receipt whereof is hereby acknowledged, the sum of \$ _____ dollars, (the “Escrow”) which shall be held by the Township, without interest, for application by the Township to or towards

LONDON GROVE TOWNSHIP

- the cost of reviewing Plan by Township Engineer or other professional consultant.
3. Any other review or permit fee associated with processing of this Plan (i.e., PennDOT Highway Occupancy Permit, DEP Stream Encroachment Permits, Chester County Planning Commission Review, Chester County Conservation District review) are not included within the scope of this Agreement, and remain the direct responsibility of Applicant.
 4. Upon submission to the Township of itemized bills for Professional Consultant fees, the Township shall within ten (10) days of receipt, provide copies of the itemized bills to the Applicant. The Applicant shall have thirty (30) days after receipt of the bill to notify the Township and the Township's Professional Consultants that such fees are disputed and the basis for the objection to those fees. Failure of the Applicant to dispute a bill within thirty (30) days shall be a waiver of the Applicant's right to contest the bill.
 5. Applicant shall be required to maintain a minimum balance that is equal to twenty percent (20%) of the Escrow at all times. Immediately after notice from the Township that the balance in the account is below the required minimum, Applicant shall deposit with the Township, sufficient funds to restore the balance to the Escrow. Failure of the Applicant to deposit the required funds shall result in the immediate cessation of all work by the Township and its Professional Consultants.
 6. This Agreement shall remain in full force and effect until the Applicant withdraws its Plans; the Plans are denied approval by the Township; or Applicant's Plans have received final approval and the Applicant and Township have executed appropriate Stormwater Maintenance and Operation Agreements.
 7. By execution of this Agreement, Applicant authorizes the Township to withdraw and make disbursements from the Escrow to pay the Professional Consultants, after the expiration of the thirty (30) day time period set forth in paragraph four (4) above, without limitation, and hereby remises, releases and forever discharges the Township from any and all liability, except wanton and intentional misconduct of the Township, with respect to any sum or sums so withdrawn, and directs that the Township shall be entitled to withdraw said sums without further inquiry being made by Township.
 8. Applicant acknowledges and agrees that the sum deposited in the Escrow is for the sole purpose of paying the Township's Professional Consultants, and is not for the purpose of guaranteeing any public improvements or payment to Applicants' consultants, contractors or subcontractors who supply labor or materials or perform services in connection with the Plans.
 9. Township agrees that the Escrow shall not be diminished by it, except upon receipt of invoices from the Township's Professional Consultants, and then only in such amount as set forth in the invoices.
 10. If the aforesaid deposits are insufficient to cover the charges of the Township Engineer or other Professional Consultants to the Township for the aforesaid service rendered or any other engineering or consulting services rendered relating to the Plan, Township shall bill applicant for such deficiency. Applicant shall pay Township the amount of such bill. If the aforesaid deposits exceed said charges of the Engineer or Professional Consultants, the balance remaining shall be refunded to the Applicant without interest after final release by the Township or any security posted with respect to maintenance or repair of the improvements shown on the Plan.
 11. Failure of the Applicant to make any required deposit or to pay a bill submitted within the time specified shall be reason for disapproval of the Plan.
 12. All notices to be given by any of the parties hereto shall be in writing and delivered to the address of each party set forth in the heading hereof (or to such other address as may be

LONDON GROVE TOWNSHIP

furnished in writing for such purpose) to the attention of the individual named in the heading, if any, by postage prepaid, registered or certified mail or by recognized overnight delivery service with positive tracking of items (e.g., Federal Express).

13. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

14. Any additional terms, conditions, or modifications of this Agreement shall not be effective unless reduced to writing, signed by the parties hereto and appended to this Agreement as an Addendum hereto, specifically designated as such.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives on the date first indicated hereinabove.

Attest/Witness

Applicant

LONDON GROVE TOWNSHIP BOARD OF SUPERVISORS

Township Secretary

Chairman

Board Member

Vice Chairman

Board Member

Board Member

Client Account Manager
Sub Account Request Form

Fulton Bank, N.A.

<i>Account Assignment</i>	
Branch #	194 Jennersville
Officer #	0010548
Cash Mgmt. Contact	

SECTION ONE – Master Account Information

Landlord/Principal	London Grove Township	Account #	0090233966
Mailing address of Landlord/Principal	372 Rosehill Rd, Ste 100, West Grove, PA 19390	Landlord/Principal Phone #	(610) 345-0110

Check One:

<input checked="" type="checkbox"/> Principal/Escrow	
Sub Acct. Product #	
Group ID#	

OR

<input type="checkbox"/> Landlord/Tenant	
Sub Acct. Product #	
Building ID #	
Apt. #	
Lease Exp. Date	

Interest	
Acct to credit	
Special instructions	

SECTION TWO – Sub Account Information (to be completed by master account holder)

Name (Primary)		Taxpayer I.D. #	
Name (Secondary)		Taxpayer I.D. #	
Physical Address			
Physical Address			

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. You must cross out item 1 and 3 above if you are not a U.S. Citizen or other U.S. person.

Note: All account holders with a foreign status must certify with a Form W-8.

Signature (Primary Sub Account Holder)	Date
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SECTION THREE – Funds Direction (to be completed by master account holder)

<input type="checkbox"/> New Account	<input type="checkbox"/> Additional Deposit	<input type="checkbox"/> Partial Withdrawal
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You are hereby authorized and directed to deposit/withdraw the sum of \$_____ Sub Acct. #_____

The Master Account holder hereby requests that **Fulton Bank, N.A.** open a Sub Account linked to the above Master Account and/or that **Fulton Bank, N.A.** complete the above Sub Account transaction request. The Sub Account shall be governed by the Master Account signature card and the Client Account Manager Additional Terms and Account Fee Schedule as amended from time to time.

Master Account Holder Signature	Date
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BANK USE ONLY

Sub Acct. #			
OFAC Score		Opening Date	
Opened By		Branch #	194 Jennersville

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(s)"), and London Grove Township, Chester County, Pennsylvania, (hereinafter "Township");

WITNESSETH

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

WHEREAS, the Township and the Landowner(s), 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(s) in accordance with the plans and specifications identified in the Plan.
2. The Landowner(s) 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(s) hereby grants permission to the township, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMPs whenever it deems necessary. Whenever possible, the Township shall notify the Landowner(s) prior to entering the property.
4. In the event the Landowner(s) 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(s) specifically describing those BMPs which are not in compliance therewith, and shall provide the Landowner(s) a period of thirty (30) days to complete such maintenance or repairs, provided, in case of emergency, Landowner(s) 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(s), either oral or written, or such further time as shall be agreed upon in writing by the Landowner(s) 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(s). 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.

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(s) 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(s); 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(s), 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

This record was acknowledged before me on _____, 20____
by _____.

Notary Public

For the Landowner:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

This record was acknowledged before me on _____, 20____
by _____.

Notary Public

For the Landowner:

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

This record was acknowledged before me on _____, 20____
by _____.

Notary Public