EAST GOSHEN TOWNSHIP
Storm water Management Operation and Maintenance Agreement
Approval and Recording Process

Upon Submission of a storm water management application, which requires an Operation and Maintenance Agreement; the following approval and recording processes will be followed.

Approval Process:
The Storm water management plan and application shall be reviewed and approved by the Township. This review can take weeks depending on the complexity of the project. Upon approval of the SWM Application a SWM Operation and Maintenance agreement shall be recorded.

The agreement shall:

1. Be signed by all owners of the property.
    a. All Names must be written out completely as they appear on the deed for the property
2. Have all signatures witnessed and notarized
    a. A notarization for every signature
3. Be returned to the Township for approval by the Board of Supervisors at a public meeting
4. Once the agreement is signed by the Chairman of the Board, the agreement will be returned to the property owner or their representative for recording along with the SWM Plan.

Recording Process:

1. The entire agreement and the entire plan must be recorded at the Chester County Recorder of Deeds Office.
   Chester County Recorder of Deeds
   313 W. Market Street, Suite 3302
   West Chester, PA 19382
2. Provide your own self-addressed stamped envelope (large) with enough postage for all the documents to be returned to you.
3. The date of the agreement must be the same as the date of the first signature on the agreement.
4. The recorder's office only accepts cash or business checks. A business check must have the Business Name and LLC, Inc., LP, etc., or it won't be accepted.
5. Bring a second copy of the signed agreement so the recorder can time stamp that copy.
6. Provide a time stamped copy of page one of the agreement to East Goshen Township.
7. Provide proof of recording to the Township (payment receipt).
8. The Township will issue the appropriate permits to begin work will upon proof of recording.

*** PERMITS WILL NOT BE ISSUED UNTIL THE AGREEMENT IS RECORDED.**

**** THIS PROCESS CAN TAKE SEVERAL WEEKS DEPENDING ON THE COMPLEXITY OF THE PROJECT.**

Prepared by/Return to:
Kristin S. Camp, Esquire
118 W. Market Street, Suite 300
West Chester, PA 19382

UPI No. - _____

SIMPLIFIED APPROACH STORMWATER BEST MANAGEMENT PRACTICES OPERATION, MAINTENANCE, AND INSPECTION PLAN AND AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between _____ _____, (hereinafter the "Landowner"), and East Goshen Township, Chester County, Pennsylvania, (hereinafter "Township").

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the Office of the Recorder of Deeds of the County of Chester, Pennsylvania, at Deed Book_____ and Page _____ having a UPI number of _____ (hereinafter "Property"); and

WHEREAS, the Landowner recognizes that the Stormwater Management Facility located on the Property at: _____ _____ (address of Property where the Stormwater Management Facility is located) must be inspected and maintained; and

WHEREAS, the Township and the Landowner, for themselves and their administrators, executors, successors, heirs, 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 a Stormwater Management Facility be constructed and maintained on the Property; and

WHEREAS, for the purposes of this Agreement, the following definitions shall apply:

> **Infiltration BMP** – A structure as specifically identified in the Stormwater Management Site Plan (herein after "Plan"), used to manage stormwater impacts from development, to protect and maintain water quality and ground water recharge and to otherwise meet the purposes of the Township's Stormwater Management Ordinance, including, but not limited to an Infiltration Trench(s) or Infiltration Bed. The Infiltration BMP(s) are permanent appurtenances to the Property, and

Conveyance – As specifically identified in the Stormwater Management Site Plan (herein after "Plan"), a man-made, existing or proposed facility, structure or channel used for the transportation or transmission of stormwater from one place to another, including pipes, drainage ditches, channels and swales (vegetated and other), gutters, and like facilities or features. The Conveyances identified in the Plan are permanent appurtenances to the Property; and

Storm Water Management Facility – A system comprised of the Infiltration BMP(s) and associated Conveyance(s); and

WHEREAS, the Township requires that the Storm Water Management Facility as shown on the Plan be constructed by the Landowner; the Storm Water Management Facility shall further be maintained by the Landowner, their administrators, executors, successors, heirs, and assigns in accordance with the associated operation and maintenance requirements included herein. The Plan is attached hereto and incorporated herein together as Exhibit "A" hereto; and

WHEREAS, the Municipality requires that the Storm Water Management Facility be constructed and adequately inspected, operated and maintained by the Landowner, their administrators, executors, successors, heirs, and assigns, in accordance with the maintenance requirements set forth herein;

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals to this Agreement are incorporated as terms of this Agreement and obligations of the Landowner as if fully set forth in the body of this Agreement.

2. The Landowner shall construct the Storm Water Management Facility in accordance with the specifications identified in the Plan.

3. The Landowner shall inspect, operate and maintain the Storm Water Management Facility as shown on the Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements outlined herein. At least twice a year and after significant rainfall events the Landowner shall inspect the Infiltration BM(s) and Conveyance(s) and remove any accumulated debris, sediment and invasive vegetation. Vegetation along the surface of an Infiltration Trench(s) or Conveyance(s) shall be maintained in good condition, and any bare spots are to be revegetated as soon as possible. Vehicles shall not be parked or driven on an Infiltration Trench(s) or Conveyance(s) (unless the conveyance(s) is designed for this activity and care is to be taken to avoid excessive compaction by mowers. Any debris, such as leaves blocking flow in a Conveyance or blocking flow from reaching an Infiltration Trench, shall be routinely removed. The Landowner shall provide the Township with conformation of the semi-annual inspections on the form provided by the Township.

4. The Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon the Property from the public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the Storm Water Management Facility whenever it deems necessary for compliance with this Agreement and the Township's Stormwater Management Ordinance (as amended). Whenever possible, the Township shall notify the Landowner prior to entering the Property.

5. The Landowner acknowledges that, per the Township's Stormwater Ordinance, it is unlawful, without written approval of the Township, to:

a. Modify, remove, fill, landscape, alter or impair the effectiveness of any Storm Water Management Facility that is constructed as part of the Plan;

b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into a Storm Water Management Facility that would limit or alter the functioning of the Storm Water Management Facility;

c. Allow the Storm Water Management Facility to exist in a condition which does not conform to the Plan or this Agreement; and

d. Dispose of, discharge, place or otherwise allow pollutants including, but not limited to, deicers, swimming pool additives, household chemicals and automotive fluids to directly or indirectly enter any Storm Water Management Facility.

6. In the event the Landowner fails to operate and maintain the Storm Water Management Facility as shown on the Plan in good working order acceptable to the Township, the Landowner shall be in violation of this Agreement and the Township's Stormwater Ordinance, and the Landowner agrees that the Township or its representatives may, in addition to and not in derogation or diminution of any remedies available to it under the Stormwater Ordinance or other statutes, codes, rules or regulations, or this Agreement, enter upon the Property and take whatever action is deemed necessary to maintain said Storm Water Management Facility. It is expressly understood and agreed that the Township is under no obligation to maintain or repair said Storm Water Management Facility, and in no event shall this Agreement be construed to impose any such obligation on the Township.

7. 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) incurred within thirty (30) days of delivery of an invoice from the Township. Failure of the Landowner to make prompt payment to the Township may result in a civil action or enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Landowner.

8. The intent and purpose of this Agreement is to ensure the proper maintenance of the Storm Water Management Facility by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

9. The Landowner, their executors, administrators, assigns, heirs, and other successors in interests, hereby release and shall release the Township, its employees, agents and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Township and/or its said employees, agents or representatives, arising out of the construction, presence, existence, or maintenance of the Storm Water Management Facility either by the Landowner or Township. In the event that a claim is asserted or threatened against the Township, its employees, agents or designated representatives, the Township shall notify the Landowner and the Landowner shall defend, at his own expense, any claim, suit, action or proceeding, or threatened claim, suit, action or proceeding against the Township or, at the request of the Township, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Township. If any judgment or claims against the Township, its employees, agents or designated representatives shall be allowed, the Landowner shall pay all damages, judgments or claims and any costs and expenses incurred by the Township, including attorney's fees, regarding said damages, judgment or claims.

10. The Township may enforce this Agreement in accordance with its Stormwater Ordinance, at law or in equity, against the Landowner for breach of this Agreement. Remedies may include fines, penalties, damages or such equitable relief as the parties may agree upon or as may be determined by a Court of competent jurisdiction. Recovery by the Township shall include its reasonable attorney's fees and costs incurred in seeking relief under this Agreement.

11. Failure or delay in enforcing any provision of this Agreement shall not constitute a waiver by the Township of its rights of enforcement hereunder.

12. The Landowner shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the Storm Water Management Facility prior to the purchase of the Property by said future buyer, and upon purchase of the Property the future buyer assumes all responsibilities as Landowner and must comply with all terms and conditions of this Agreement.

13. This Agreement shall inure to the benefit of and be binding upon, the Township and the Landowner, as well as their respective heirs, administrators, executors, assigns and successors in interest.

14. This Agreement shall be recorded at the Office of the Recorder of Deeds of the County of Chester, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, in perpetuity.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above.

LANDOWNER

_____ BY: _____
Witness Name:

_____ BY: _____
Witness Name:

TOWNSHIP

Attest:

EAST GOSHEN TOWNSHIP

_____ BY: _____
Louis F. Smith, Secretary Chairman
Board of Supervisors

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF CHESTER

On this, the_____day of_____, 20__, before me, the undersigned officer, personally appeared_____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

_____

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF CHESTER

On this, the_____day of_____, 20__, before me, the undersigned officer, personally appeared_____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

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

_____

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA:

ss

COUNTY OF CHESTER :

On this _____ day of _____, 20__ , before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chairman of the Board of Supervisors of East Goshen Township, and that he/she, as such official, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand an official seal the day and year aforesaid.

_____

Notary Public

My Commission Expires: