

THORNBURY TOWNSHIP, CHESTER COUNTY
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OPERATION, MAINTENANCE & INSPECTION PLAN AGREEMENT [APPENDIX A.2]

THIS AGREEMENT, made and entered into this _____ day of _____, by and between _____, (herein after referred to as the “Landowner”), and Thornbury Township, Chester County, Pennsylvania (herein after referred to as “Township”), agree to the following:

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Chester County, Pennsylvania, Deed Book ____ at Page_____, (hereinafter referred to as “Property”); and

WHEREAS, the Landowner is proceeding to build and develop the Property; 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, the Township, and the Landowner(s), his/her or their 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 Best Management Practices be constructed and maintained on the Property; and

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

BMP/“Best Management Practices” - 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 Municipal 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.

CONVEYANCE SYSTEM - 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 or other), gutters, stream channels, and like facilities or features. Conveyance systems are generally considered to be permanent appurtenances to the property.

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.

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.

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 groundwater aquifer.

WHEREAS, the Township requires, through the implementation of the Plan, that stormwater management BMP's as required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, his successors and assigns, and

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 BMP's 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 BMP(s) 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 and upon presentation of proper identification, to inspect the BMP(s) 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 BMP(s) as shown on the Plan in good working order acceptable to the Township, the Township or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). 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.

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) incurred within ten (10) days of the date of invoice from the Township. Upon the failure of the Landowner to pay within ten (10) days of the date of the invoice, the charges shall become delinquent and may be collected by the Township by municipal lien or any other action at law or in equity.

6. The intent and purpose of this Agreement is to insure the proper maintenance of the on-site BMP(s) 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(s), his/her/their executors, administrators, assigns, and other successors in interests shall indemnify, hold harmless and 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 BMP(s) by the Landowner or Township. In the event that a claim is asserted against the Township, its designated representative or employees, the Township shall promptly notify the Landowner and the Landowner shall defend, at his/her/their own expense, any suit based on the claim. If any judgment or claim against the Township's employees or designated representative shall be allowed, the Landowner shall pay all costs and expenses regarding said judgment or claim.

THIS AGREEMENT shall be recorded at the Office of the Recorder of Deeds of Chester County, Pennsylvania, and shall continue a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner(s), his/her/their administrators, executors, assigns, heirs and any other successors in interest, in perpetuity.

ATTEST:

 Witness

 Thornbury Township

 Witness

 Landowner

 Witness

 Landowner

