CHADDS FORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA

STORMWATER MANAGEMENT
Appendix B

Simplified Approach to Stormwater Management for Small Projects

Applicability: Stormwater management procedures for projects with between 500 square feet and 999 square feet of proposed impervious area.

SIMPLIFIED APPROACH TO STORMWATER MANAGEMENT FOR SMALL PROJECTS

STORMWATER BEST MANAGEMENT PRACTICES OPERATIONS, MAINTENANCE, AND INSPECTION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter the "Landowner"), and Chadds Ford Township, Delaware County, Pennsylvania, (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Delaware County, Pennsylvania, Deed Book _____ at Page _____ (hereinafter "Property"); and

WHEREAS, the Landowner _____ recognizes that the stormwater management best management practices or BMPs (hereinafter referred to as "the BMP" or "BMPs") must be maintained for the development called,
_____, located at _____ (address of property where BMP is located); and

WHEREAS, the Municipality and the Landowner, its administrators, executors, successors, heirs, or assigns, agree that the health, safety, and welfare of the residents of the Municipality 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, the Landowner is required to inform future buyers of the property about the function of, operation, and maintenance requirements of the BMP or BMPs 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 components of this agreement.

WHEREAS, for the purposes of this agreement, the following definition shall apply:
- 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 Municipal Stormwater Management Ordinance, including, but not limited to, infiltration trenches, dry wells, bioretention, rain gardens, permeable paving, rain barrels, and cisterns.

WHEREAS, it is required that the BMP or BMPs as shown on the simple sketch plan further referred to as the "Plan" and in accordance with the sizing calculations found on the Simplified Method Worksheet further referred to as the "Calculation Worksheet" be constructed and maintained by the Landowner, its administrators, executors, successors, heirs, or assigns.

WHEREAS, the Municipality requires that stormwater management BMPs be constructed and adequately operated and maintained by the Landowner, its administrators, executors, successors, heirs, or assigns, in accordance with the following maintenance requirements.

• Vegetation along the surface of an infiltration trench should be maintained in good condition, and any bare spots should be revegetated as soon as possible.

• Vehicles shouldn't be parked or driven on an infiltration trench, and care should be taken to avoid excessive compaction by mowers.

• Any debris such as leaves blocking flow from reaching an infiltration trench or bioretention/rain garden should be routinely removed.

• While vegetation is being established, pruning and weeding may be required for a bioretention/rain garden.

• Mulch in a bioretention/rain garden needs to be respread when erosion is evident. Once every two to three years or after major storms, the entire area may require mulch replacement.

• At least twice a year the landowner needs to inspect the bioretention/rain garden for sediment buildup and vegetative conditions.

• During periods of extended drought, the bioretention/rain garden requires watering.

• Trees and shrubs in a bioretention/rain garden need to be inspected at least twice per year by the landowner to evaluate their health. If they are in poor health, they need to be replaced.

• Dry wells need to be inspected by the landowner at least four times a year and after significant rainfalls, and debris/trash, sediment, and any other waste material need; to be removed and disposed of at suitable disposal/recycling sites and in compliance with local, state, and federal waste regulations.

• For dry wells, gutters need to be regularly cleaned out, and proper connections must be maintained to facilitate the effectiveness of the dry well.

• The filter screen for the dry well that intercepts roof runoff must be replaced as necessary.

• Dry wells that are damaged need to be fixed or replaced within two weeks of being damaged.

• If an intermediate sump box exists in conjunction with a dry well, it must be cleaned out at least once per year.

• Rain barrels and cisterns need to be cleared of debris routinely at least every three months and after significant storms to allow stormwater from gutters to enter them.

• Gutters that directly convey rain water to dry wells, rain barrels, and cisterns need to be routinely cleared of trash and debris at least every three months and after significant storms.

• Rain barrels and cisterns must be kept covered.

• Rain barrels and cisterns should be routinely emptied so that they are only 1/4 of the way full to allow for storage of additional rainwater.

• Overflow outlets from rain barrels and cisterns must be kept free and clear of debris.

• Rain barrels and cisterns that are damaged need to be fixed or replaced within two weeks of being damaged.

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 specifications identified in the Plan and Calculation Worksheet.

2. The Landowner shall operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality and in accordance with the specific maintenance requirements outlined in this agreement.

3. The Landowner hereby grants permission to the Municipality, 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 Municipality shall notify the Landowner prior to entering the property.

4. In the event that the Landowner fails to operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Municipality, the Municipality 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 Municipality to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Municipality 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 Municipality.

5. In the event that the Municipality, 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 Municipality for all

expenses (direct and indirect) incurred within 10 days of receipt of an invoice from the Municipality.

6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMP(s) 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.

7. The Landowner, its executors, administrators, assigns, heirs, and other successors in interests, shall release the Municipality'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 Municipality. In the event that a claim is asserted against the Municipality, its designated representatives, or employees, the Municipality shall promptly notify the Landowner and the Landowner shall defend, at his own expense, any suit based on the claim. If any judgment or claims against the Municipality's employees or designated representatives 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 Delaware 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.

(AGREEMENT CONTINUED ON NEXT PAGE)

ATTEST:

WITNESS the following signatures and seals:

FOR THE PROPERTY OWNER(S):

_____ _____
Printed Name Signature

_____ _____
Printed Name Signature

_____ (City, Borough, Township)

County of _____, Pennsylvania

I, _____, a Notary Public in and for the County and

State aforesaid, whose commission expires on the _____ day of _____,20___, do hereby certify that _____ whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20_____, has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND THIS ____ day of _____, 20_____.

_____
NOTARY PUBLIC (SEAL)

FOR THE MUNICIPALITY:

_____ _____
Printed Name/Title Signature

Chadds Ford Township

County of Delaware, Pennsylvania

I, _____, a Notary Public in and for the County and

State aforesaid, whose commission expires on the _____ day of _____,20___, do hereby certify that _____ whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20__, has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND THIS ____ day of _____, 20_____.

_____
NOTARY PUBLIC (SEAL)