

APPENDIX A-5.

**APPLICATION FOR A STORMWATER MANAGEMENT PERMIT
MAJOR LAND DISTURBANCE ACTIVITY**

West Donegal Township
Lancaster County, Pennsylvania

File No. _____
Date Received _____
Property: 160-_____

Application is hereby made to West Donegal Township for the issuance of a Major Stormwater Management Permit pursuant to the specifications herewith submitted.

1. Name of Property Owner(s): _____

Address: _____

Phone: Home: _____ Cell: _____

Email Address: _____

2. Project Location: _____

3. Type of Earth Disturbance Activity:

A. New impervious or semi-impervious surface _____ (sq. ft. /ac.)

B. Diversion or piping of natural or man-made watercourse _____ (linear ft.)

C. Installation of the following:

| | |
|-----------------|-------|
| Culvert | _____ |
| Detention basin | _____ |
| Retention basin | _____ |
| Sediment basin | _____ |
| Other | _____ |

D. Removal of ground cover, grading, filling, or excavation _____ (sq. ft./ac.)

4. Land disturbance plan prepared by:

Name: _____

Address: _____ Phone _____

5. Name of applicant (if other than owner): _____

Address: _____

Phone _____

The undersigned hereby represents that, to the best of his knowledge and belief, all information listed above and on the land disturbance plan herewith submitted is true, correct, and complete.

Signature of Applicant (all property owners must sign)

Date

Prepared By: _____

Return To: Same
Parcel ID # _____

**STORMWATER MANAGEMENT AGREEMENT
AND DECLARATION OF EASEMENT**

THIS AGREEMENT AND DECLARATION OF EASEMENT made this _____ day of _____, 20____, by _____ and _____ between, a _____ with a mailing address at (hereinafter whether singular or plural referred to as the "Grantor"), and **WEST DONEGAL TOWNSHIP**, Lancaster County, Pennsylvania, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at One Municipal Drive, Elizabethtown, Pennsylvania (hereinafter referred to as the "Township").

BACKGROUND

Grantor is the owner of premises located, in the Township of West Donegal, Lancaster County, Pennsylvania, as more specifically described in a deed recorded in Deed or Record Book _____, Volume _____, Page _____, or at Document No. _____ in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, and as shown on the _____ NAME OF PLAN _____, prepared by _____, Drawing No. _____, dated _____, last revised _____ (hereinafter referred to as the "Premises").

Prior to beginning construction on any subdivision or land development or Regulated Activity, Grantor is required, under the West Donegal Township Subdivision and Land Development Ordinance and the West Donegal Township Stormwater Management Ordinance (collectively referred to as the "Ordinance"), to file a plan with the West Donegal Township Board of Supervisors. Pursuant to the Ordinance, Grantor must include stormwater management data in its subdivision and/or land development application. The Ordinance requires that Grantor's plan reflect and/or be accompanied with supporting documentation which identifies the ownership of, and the method of administering and maintaining, all permanent stormwater management facilities. Drainage courses, swales, grassed waterways, stormwater inlets, pipes, conduits, detention basins, retention basins, infiltration structures, and other stormwater management facilities, including Best Management Practices facilities (BMPs), shall be included under the term "stormwater management facilities" in this Agreement and Declaration of Easement.

The purpose of this Agreement and Declaration of Easement is to describe the ownership and maintenance responsibilities for the stormwater facilities which will be installed on the Premises

and to impose the ownership and maintenance responsibilities upon Grantor, his heirs, personal representatives and assigns and upon successor owners of the Premises, and set forth the rights of the Township.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of its Subdivision and/or Land Development Plan or its Stormwater Management Plan (hereinafter referred to as the "Final Plan") from the Board of Supervisors, and in consideration of receiving permits from the Township to develop the Premises, Grantor, for Grantor and the heirs, personal representatives and assigns of Grantor, covenant and declare as follows:

1. The stormwater facilities will be owned by Grantor, his heirs, personal representatives, successors and assigns.

2. All drainage courses, swales, stormwater inlets, pipes, conduits, detention basins BMPs, and other stormwater facilities shall be installed, constructed and maintained by Grantor, his heirs, personal representatives, successors and assigns, in a first-class condition in conformance with the approved Final Plan, including any accompanying stormwater management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, and in a manner sufficient to meet or exceed the performance standards and specifications set forth on the approved Final Plan, including any accompanying stormwater management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County. These responsibilities shall include, but not be limited to, the following:

(a) Liming, fertilizing, seeding and mulching of vegetated channels and all other unstablized soils or areas according to the specifications in the "Erosion and Sediment Pollution Control Manual" published by the Pennsylvania Department of Environmental Protection, the Penn State Agronomy Guide, or such similar accepted standard.

(b) Reestablishment of vegetation by seeding and mulching or sodding of scoured areas or areas where vegetation has not been successfully established.

(c) Mowing as necessary to maintain adequate stands of grass and to control weeds. Chemical weed control may be used if federal, state and local laws and regulations are met. Selection of seed mixtures shall be subject to approval by the Township.

(d) Removal of silt from all permanent structures which trap silt or sediment in order to keep the material from building up in grass waterways, pipes, detention or retention basins, infiltration structures, BMPs, and/or other facilities and thus reducing their capacity.

(e) Removal of silt from all permanent drainage structures, in particular BMPs, in order to maintain the design storage volumes. Regular programs shall be established and maintained.

(f) Regular inspection of the areas in question to assure proper maintenance and care, including but not limited to proper implementation of BMPs. **ADD ANY SPECIFIC INSPECTION REQUIREMENTS IN THE PCSM PLAN.**

(g) Regular maintenance to insure that all pipes, swales and detention facilities shall be kept free of any debris or other obstruction. **ADD ANY SPECIFIC MAINTENANCE REQUIREMENTS IN THE PCSM PLAN.**

(h) Regular maintenance of all facilities designed to improve water quality to insure that such facility function in accordance with their design. **ADD ANY SPECIFIC MAINTENANCE REQUIREMENTS IN THE PCSM PLAN SUCH AS IF APPLICABLE:** Maintenance of the infiltration bed and infiltration system by mowing grass regularly over the infiltration bed; keeping the yard drains and roof drains free of debris in good repair at all times; flushing the infiltration system using a water hose at the cleanouts once every 90 days to insure the infiltration system is clear of debris; keeping the sumps in the yard inlets and downspout sumps free of debris; and inspecting the infiltration bed four times per year or after each rain event exceeding one inch.

(i) Repair of any subsidence, including subsidence caused by sinkholes.

(j) **IF APPLICABLE:** Replacement of displaced riprap within the outlet energy dissipater immediately after it is displaced, particularly after major storm discharge events.

(k) **IF APPLICABLE:** Vacuum sweeping of areas of porous paving to keep surface free of sediment as needed, typically three to four times per year and maintaining all areas of porous paving free from sealing, surfacing or re-paving with non-porous materials.

(l) **IF APPLICABLE:** Aerate areas of amended soils annually. No impervious surfaces may be placed or installed on any area of amended soils.

(m) Removal of trash and debris on a regular basis.

Include a statement that the approved Operations and Maintenance (O&M) Plan is attached as an exhibit if there are any requirements in addition to those in Paragraph 2. Paragraph 2 may be revised to simply incorporate an exhibit if all post construction inspection, operations, and maintenance requirements are included on the exhibit.

Grantor, his heirs, personal representatives, successors and assigns, shall be responsible for performing the foregoing maintenance.

3. Grantor, his personal representatives, heirs, successors and assigns, shall be responsible for maintaining records of all inspections of and maintenance to BMPs and other stormwater management facilities. Grantor, his personal representatives, heirs, successors and assigns, shall be responsible to prepare all annual BMP and post construction stormwater management facility reports detailing the actual inspection and maintenance activities which are required by the terms of any NPDES permit or other state or federal regulation or requirement and submit such reports to the Township on or before DATE of each calendar year, together with any fee which the Township may impose for the review and processing of such report. It is the responsibility of Grantor to inform successors owners of the Premises or any lot created from the Premises of this reporting requirement. The failure to submit an annual report is a violation of this Agreement. The Township may prepare any required report and recover all costs required to prepare such

report from the then-owner of the Premises or any lot created from the Premises, plus a penalty of ten (10%) percent of such costs and may file a municipal claim to secure payment of such costs.

4. Grantor, for himself, his heirs, personal representatives, successors and assigns, agrees that the failure to maintain all drainage courses, swales, stormwater inlets, pipes, conduits, detention basins, BMPs, and other stormwater management facilities in a first-class condition in conformance with this Agreement and approved Final Plan, including any accompanying stormwater management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, shall constitute a nuisance and shall be abatable by the Township as such.

5. Grantor, for himself, his heirs, personal representatives, successors and assigns, authorizes the Township, at any time and from time to time, by its authorized representatives, to enter upon the Premises to inspect the stormwater facilities.

6. The Township may require that Grantor, and assigns or any future owner or occupier of the Premises or any part thereof, take such corrective measures as the Township may deem reasonably necessary to bring the Premises into compliance with this Agreement and with the approved Final Plan, including any accompanying stormwater management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County.

7. Upon the failure of the owner or occupier of the Premises or any part thereof to comply with the terms of this Stormwater Management Agreement or to take corrective measures following reasonable notice from the Township, the Township, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Premises into compliance with this Agreement and with the approved Final Plan, including any accompanying stormwater management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, including, but not limited to, the removal of any blockage or obstruction from drainage pipes, swales, detention basins, and BMPs, and may charge the cost thereof to Grantor, his heirs, personal representatives, successors and assigns, or any owner of the Premises or any part thereof and, in default of such payment, may cause a municipal lien to be imposed upon the Premises or any part thereof. Any municipal lien filed pursuant to this Agreement shall be in the amount of all costs incurred by the Township, plus a penalty of ten (10%) of such costs, plus the Township's reasonable attorney's fees.

8. The stormwater management facilities have been designed to allow a maximum impervious surface coverage

- *[if a single lot] of _____ square feet. Any proposal to add additional impervious surface coverage to the Premises will require the submission of a stormwater management plan meeting all requirements of applicable regulations in effect at the time such application is filed.*
- *[if multiple lots with the same coverage] of _____ square feet for each lot to be created from the Premises. If the owner of any lot to be created from the Premises desires to install additional impervious surface coverage, such lot*

owner must submit an application under the Stormwater Management Ordinance in effect at such time as the application is filed and meet all applicable stormwater management regulations.

- *[if multiple lots with different coverage limits] as set forth in Exhibit A attached hereto and incorporated herein. If the owner of any lot to be created from the Premises desires to install additional impervious surface coverage beyond that allocated to such lot in Exhibit A, such lot owner must submit an application under the Stormwater Management Ordinance in effect at such time as the application is filed and meet all applicable stormwater management regulations.*

9. If ownership or maintenance responsibility of the stormwater management facilities is assigned to a home owners' association, condominium unit owners' association, or similar entity, the Township shall be notified. If such association fails to properly maintain the stormwater management facilities, the Township shall have the same rights granted to municipalities under Section 705 of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247, with reference to maintenance of common open space, to maintain the stormwater management facilities. Any association so formed shall enter into an agreement with the Township recognizing its duties and the Township's rights under this Agreement.

10. Grantor hereby imposes upon the Premises for the benefit of all present and future owners of the Premises or part of the Premises, the Township, and all other property owners affected by the stormwater facilities, the perpetual right, privilege and easement for the draining of stormwater in and through the drainage courses, swales, stormwater inlets, pipes, conduits, detention basins, BMPs, and other stormwater facilities depicted on the plan or plans submitted to the Township or hereafter made of record and now or hereafter installed on or constructed upon the Premises and, in addition, easements of access to the stormwater facilities.

11. Grantor agrees to indemnify the Township and all of its elected and appointed officials, agents and employees (hereafter collectively referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the stormwater facilities.

12. Grantor's personal liability under this Agreement shall cease at such time as (a) all stormwater management facilities have been constructed in accordance with the specifications of the Township Subdivision and Land Development Ordinance, the Township Stormwater Management Ordinance and the approved plans; (b) the stormwater management facilities have been inspected and approved by the Township Engineer; (c) all financial security, including any maintenance security, posted by Grantor has been released by the Township; and (d) Grantor has transferred all lots to be created from the Premises to third parties. Notwithstanding the foregoing, Grantor's personal liability shall continue for any violations of this Agreement and Declaration of Easement

which occurred during the time that Grantor owned the Premises or any lot created from the Premises or in the event the stormwater management facilities were not completed, inspected or approved as set forth in (a) through (c) herein.

13. It is the intent of the parties to this Agreement that personal liability and maintenance obligations shall pass to subsequent title owners upon change in ownership of the Premises or any lot created from the Premises, and such subsequent owners shall assume all personal liability and maintenance obligations for the time period during which they hold title. Personal liability shall remain for any violations of this Agreement and Declaration of Easement which occurred during the period in which an owner held title.

14. The Township may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Township Stormwater Management Ordinance, the Township Subdivision and Land Development Ordinance and this Agreement.

15. This Agreement and Declaration of Easement shall be binding upon the Grantor, the successors and assigns of Grantor, and all present and future owners of the Premises or any part thereof and is intended to be recorded in order to give notice to future owners of the Premises of their duties and responsibilities with respect to the stormwater facilities. Grantor shall include a specific reference to this Agreement in any deed of conveyance for the Premises or any part thereof.

16. This Agreement and Declaration of Easement may be amended only by written instrument signed on behalf of all owners of the Premises and the Township.

17. When the sense so requires, words of any gender used in this Agreement and Declaration of Easement shall be held to include any other gender, and the words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Declaration to be executed on the day and year first above written.

WEST DONEGAL TOWNSHIP
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) Chairman
Board of Supervisors

[TOWNSHIP SEAL]

(Individual or Husband and Wife Developer)

Witness:

(Signature of Individual) _____(SEAL)

(Signature of Spouse if Husband and Wife are Co-Developers) _____(SEAL)

IF APPLICABLE
Trading and doing business as:

(Partnership Developer*)

(Name of Partnership)

Witness:

_____ By: _____(SEAL)
Partner

_____ By: _____(SEAL)
Partner

_____ By: _____(SEAL)
Partner

*All Partners must execute this Agreement

(Corporation Developer)

(Name of Corporation)

ATTEST:

By: _____
(Assistant) Secretary

By: _____
(Vice) President

[CORPORATE SEAL]

(INDIVIDUAL OR HUSBAND AND WIFE DEVELOPER ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this the ____ day of _____, 20____, before me, the subscriber, a notary public in and for the aforesaid Commonwealth and County, came the above-named, known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed on the within instrument and acknowledged the foregoing Stormwater Management Agreement and Declaration of Easement to be ____ act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal.

Notary Public

My commission expires:

(PARTNERSHIP DEVELOPER ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this ____ day of _____, 20____, before me, a notary public, the undersigned officer, personally appeared, who acknowledged themselves to be all of the partners of, a _____ partnership, and that they, as such partners, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as such partners.

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

Notary Public

My commission expires:

(CORPORATE DEVELOPER ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 20____, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged _____self to be the _____ of _____, a corporation, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

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

Notary Public

My commission expires:

[LIMITED LIABILITY COMPANY LANDOWNER ACKNOWLEDGMENT]

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 20____, before me, the undersigned officer, _____ personally appeared _____, who acknowledged themselves to be all of the members of _____, a _____ limited liability company, and that they as such members, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said limited liability company by themselves as such members.

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

Notary Public

My Commission Expires:

JOINDER BY MORTGAGEE

_____ ("Mortgagee"), as holder of a certain mortgage on the premises of _____ [NAME OF GRANTOR] within West Donegal Township, Lancaster County, Pennsylvania, described in the Deed recorded in recorded in/at _____, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, which mortgage, in the amount of \$_____, dated _____, and recorded at _____ in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, as well as any other mortgages which Mortgagee may now or hereafter hold on the Premises (all such mortgages hereinafter collectively referred to as the "Mortgages"), joins in, consents to, and expressly approves the grant of easements and other rights and privileges described in the attached Stormwater Management Agreement and Declaration of Easement (the "Agreement").

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Agreement shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Agreement, including but not limited to construction, maintenance, inspection or indemnification.

IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Agreement as of this _____ day of _____, 20_____.

(Name of Mortgagee)

ATTEST: _____
[SEAL]

By: _____

(MORTGAGEE ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this, the ____ day of _____, 20____, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged ____self to be the _____ of _____, a corporation, and that as such officer being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained by signing the name of the Bank by ____self as

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

Notary Public

My Commission Expires:

