



Present to: *Township of Upper Pottsgrove*
MONTGOMERY COUNTY, PENNSYLVANIA
1409 Farmington Avenue Pottstown, PA 19464
Phone: 610-323-8675 Fax: 610-327-1967
Webpage: uptownship.org Email: administration@uptownship.org

GRADING PERMIT APPLICATION

This Application must be accompanied by plans and fees and submitted to the Township Office.

Application number will be assigned upon submission.

PLEASE NOTE THAT OUR BUILDING INSPECTOR HAS UP TO 15 / 30 (RESIDENTIAL / NON-RESIDENTIAL) BUSINESS DAYS TO PROCESS A PERMIT APPLICATION.

County: **Montgomery** Municipality: **Upper Pottsgrove Township** Parcel ID # : **60-00-**_____
Site Address: _____, Pottstown, PA 19464
Property Owner Name: _____ Phone #: _____
Mailing Address: _____
E-Mail: _____
☐ EMAIL / CALL ME WHEN PERMIT IS READY
Contractor Name: _____ Phone #: _____
Mailing Address: _____
E-Mail: _____ HIC #: _____
☐ EMAIL / CALL ME WHEN PERMIT IS READY
Architect (if applicable): _____ Phone #: _____
Mailing Address: _____
E-Mail: _____

Permit No.: _____ (Assigned by LTL)

Permit Issuance Date: _____

Between _____ & _____
Cross Street Cross Street

Subdivision Name and Lot No. (if applicable): _____

Grading Plan (Please attach 3 copies)

Title: _____

Preparer's Name: _____

Date: _____ Last Revised: _____

****The plan shall show all of the following information or the application will automatically be denied: present contours, proposed contours, lot lines, minimum building setback lines, streets, driveway(s), building(s) with finish floor and garage floor elevations (basement floor if a walk-out basement), retaining walls, trees over 10" in diameter, details and location of proposed drainage facilities. All plans shall be dated and bear the name of the applicant, the person who prepared the plan, and the owner of the land.**

Estimated Dates of Activity

Starting Date: _____ Completion Date: _____

TO: **Township Engineer:** Please let administration@uptownship.org know what Plan Type to use so that we may collect the fees **before your review**. Thank you.

Webpage: uptownship.org
Email: administration@uptownship.org

Purpose

State the purpose for which the grading application is filed: _____

Erosion and Sediment Control Plan

If an erosion and sediment control plan has not yet previously been approved, it must accompany this plan.

Erosion and sediment control plan has previously been approved: _____

Title: _____ .Date: _____ Date Approved: _____

Drainage Study

Previously approved: _____ Date: _____

Clean Fill

No grading permit shall be issued for the filling of materials other than clean fill.

Notice to Adjacent Property Owners

Before commencing any excavation or fill, notice shall be sent to adjacent property owners not less than 14 days before work is to begin. Copies of these letters shall be sent to the Upper Pottsgrove Township Secretary. Attach copies of these letters.

Permit Fee

- **NON-REFUNDABLE APPLICATION FEE FOR RESIDENTIAL AND/OR AGRICULTURAL IS \$50.00.**
- **APPLICATION FEE FOR NON-RESIDENTIAL IS \$500.00 PER SUBMITTAL. THIS FEE SHALL BE APPLIED TO THE COST OF THE PERMIT & ANY REMAINING BALANCE SHALL BE REFUNDED TO THE APPLICANT.**
- **MAKE CHECKS PAYABLE TO UPPER POTTSBGROVE TOWNSHIP OR CASH (DUE UPON SUBMISSION)**

- OFFICIAL USE ONLY -

TOWNSHIP APPLICATION FEE PAID: CHECK # _____ AMOUNT \$ _____ DATE: _____

I hereby certify- that the above information is correct and hereby state that the work to be performed will be as presented herein, and in accordance with all applicable laws and ordinances of UPPER POTTSGROVE TOWNSHIP.

Signature of Applicant: _____

Name of Applicant: _____

Date: _____

*****OFFICIAL TOWNSHIP USE ONLY*****

GRADING PERMIT

Engineer's Recommendation: _____ Approval _____ Denial

Engineer's Comments: _____

Permit Fee Paid: \$ _____

Escrow Amount: \$ _____

Permit Number: _____

Date Issued: _____

Township Engineer's Signature: _____

Note: This application, when approved and signed, is your permit. It must be accompanied by the approved permit plan.

G. GRADING PERMIT FEES

<u>Plan Type</u>	<u>Admin Fee</u>	<u>Deposit Amount</u>	<u>Financial Security</u>
Simplified Approach	\$ 250.00	\$ 750.00	\$ 1,000.00
Minor Engineered Plan	\$ 250.00	\$ 1,500.00	\$ 5,000.00
Full Engineered Plan	\$ 500.00	\$ 3,000.00	•
Full Engineered Plan (with NPDES permit required)	\$ 500.00	\$ 4,000.00	•

- as determined based on construction cost estimate submitted by design engineer and approved by the Township Engineer

SECTION 2. In addition, the following rules and regulations shall apply to the fee and escrow requirements set forth above.

- Both the Admin and Escrow fees shall be paid at the time of the initial submittal of the plan. If a waiver from plan submittal is being requested, the applicable fees shall still apply.
- The Admin fee is non-refundable.
- The Deposit Amount is refundable and will be held until the completion of the project [issuance of occupancy permit]. The Township will bill the applicant each time they receive an invoice from the Township Engineer. If the applicant fails to pay the invoices in a timely manner, the Township will direct the Township Engineer to stop work on the project until such time as all outstanding balances have been paid.
- The applicant shall be responsible for all costs and shall reimburse the Township for all engineering and other consultant fees incurred in excess of the escrow fee paid. In order for the Township to issue the permit, all outstanding invoices must be paid. The Escrow fee shall remain 100% intact and available through the construction stage.
- Engineering and other consultant fees shall be billed at the applicable effective hourly billing rate adopted by the Township.
- The above fee schedule does NOT apply to stormwater management features when same are associated with a subdivision and/or land development plan review and approval process.
- The Financial Security shall be deposited with the Township commensurate with the issuance of the permit.
- The Financial Security is refundable and will be held by the Township until such time as all required stormwater management facilities have been satisfactorily installed as determined by the Township or their designee.
- For projects that involve NPDES permits, there will be additional fees required that are related to long term maintenance and/or inspection requirements.

H. CHAPTER 22 – SUBDIVISION AND LAND DEVELOPMENT

SUBDIVISION FEES		
<u>NO. OF LOTS</u>	<u>FILING FEE (Non-Refundable)</u>	<u>ESCROW FEE</u>
2-5	\$ 250.00	\$ 1,500.00
6-49	\$ 263.00, plus \$ 21.00 for each lot in excess of 5	\$ 250.00 / Lot
50 or more	\$ 263.00, plus \$21.00 for each lot in excess of 5	\$ 12,500.00 Minimum, plus \$ 50.00 / Lot (Maximum of \$ 15,000.00)
Annexation or Resubdivision Only	\$ 105.00	\$ 525.00

UPPER POTTS GROVE TOWNSHIP
GRADING PERMIT
ORDINANCE NO. 386

Date: _____

Number: _____

Grading Permit

Contractor: _____

Phone: _____

Applicant Name: _____

Phone: _____

Property Owner: _____

Phone: _____

Development Name: _____

Site

Address _____

Estimated volume of excavation/fill: _____ CY

Disturbed Area: _____ Acres. Total Property Area: _____ Acres.

Work Begin: _____ Work End: _____

Grading Permit Fee:

All work shall comply with the current Grading and Stormwater Management Ordinances. A grading permit shall be required as specified in Section 104 - Requirement for a Township Grading Permit. Each grading permit application shall be accompanied by the following information, as required in Sections 105 unless exempted in writing by the Township Supervisors.

1. Five (5) copies of the proposed plan, including specifications and development schedules, shall be submitted to the Building Inspector/Zoning Officer for a grading permit. One (1) copy shall be forwarded to each of the following: Upper Pottsgrove Township Planning Commission and the Township Engineer.
2. An area plan, or plans, describing existing and proposed features of the area surrounding the site of the work including topography, existing vegetation, watercourses, wetlands, man-made features, the affected watersheds and other pertinent natural features. This may be in the form of a recent USGS map with the property and required features located thereon.
3. A topographical survey of the site at a suitable scale of no less than 1" = 50' and contour interval of no more than 2'-0", prepared by a registered surveyor or registered engineer, including also a boundary line survey, the location and description of vegetative cover, existing features, wetlands, and any other pertinent existing natural or man-made features.
4. An improvements plan at the same scale as Subsection (2) showing and describing all changes to the site including cuts, fills, structures, paving and utilities. (This may be combined with Subsection (2) on simple projects).
5. A written description of soil erosion and sediment control measures (with appropriate plans and specifications), in accordance with standards and specifications of the Pennsylvania Department of Environmental Protection, Montgomery County Conservation District and Township Ordinances, including without limitation, retention basins or other control measures necessary to limit the rate of stormwater runoff to comply with the requirements hereof.
6. A time schedule indicating the anticipated starting and completion dates of the development sequence, the expected date of completion of construction of each of the measures and the time of exposure of each area prior to the completion of such measures.

Permit Conditions

1. Plan review and grading permit will be valid for a maximum of one year.
2. If grading is in excess of 5000 ft², consult additional requirements in State and County regulations.
3. No construction debris will be allowed in the fill. All existing debris on site will be stockpiled separately for removal.
4. Erosion control measures must be installed and maintained as shown on the approved erosion control plans.
5. The Contractor shall provide control of fugitive dust arising from operations. The Contractor shall dustproof the work area by sprinkling with water or a water/calcium chloride mixture where necessary.
6. No dirt or mud will be left on the streets at the end of each operating day. No equipment will be loaded or parked on any paved roadway.
7. The Township may inspect all phases of earth disturbance activity:

Plan review performed by: _____

_____ Date

_____ Property Owner Signature

Erosion Control Plan _____

_____ Date

_____ Property Owner Signature

Stormwater Plan reviewed by: _____

_____ Date

_____ Contractor Signature

Township Approval Date: _____

Township Designated Official _____

Don't Let Storm Water Run Off With Your Time and Money!

What the Construction Industry Should Know About Storm Water In Our Community

The construction industry plays an important role in improving our community's quality of life by not only providing new development, but also protecting our streams and rivers through smart business practices that prevent pollution from leaving construction sites.

Storm water runoff leaving construction sites can carry pollutants such as dirt, construction debris, oil, and paint off-site and into storm drains. In our community, storm drains carry storm water runoff directly to local creeks, streams, and rivers with no treatment. Developers, contractors, and homebuilders can help to prevent storm water pollution by taking the following steps:

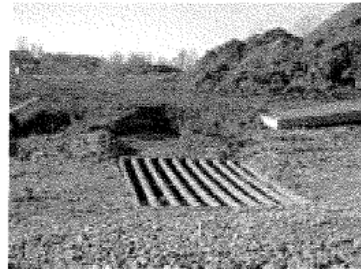
1. Comply with storm water permit requirements.
2. Practice erosion control and pollution prevention practices to keep construction sites "clean."
3. Conduct advanced planning and training to ensure proper implementation on-site.

The remainder of this fact sheet addresses these three steps.

Storm Water Permit Requirements for Construction Activity

Planning and permitting requirements exist for construction activities. These requirements are intended to minimize storm water pollutants leaving construction sites.

- Pennsylvania's Erosion and Sediment Pollution Control Program (25 Pa. Code, Chapter 102) requires Erosion and Sediment Control Plans for all earth disturbing activities.
- The National Pollutant Discharge Elimination System (NPDES) Permit Program (25 Pa. Code, Chapter 92) requires that construction activities disturbing greater than one acre submit a Notice of Intent for coverage under a general NPDES permit.



Knowing your requirements before starting a project and following them during construction can save you time and money, and demonstrate that you are a partner in improving our community's quality of life. For more information about these programs, contact your local county conservation district office or the Department of Environmental Protection.

Erosion Control Practices:

- Perimeter controls (e.g. silt fence)
- Sediment traps
- Immediate revegetation
- Phased, minimized grading
- Construction entrance
- Protection of streams and drainage ways
- Inlet protection



An Ounce of Prevention

Rain that falls onto construction sites is likely to carry away soil particles and other toxic chemicals present on construction sites (oil, grease, hazardous wastes, fuel). Storm water, if not properly managed, carries these pollutants to streams, rivers, and lakes. Erosion and sediment control practices can serve as a first line of defense,

Pollution Prevention Practices:

- Designated fueling and vehicle maintenance area away from streams.
- Remove trash and litter.
- Clean up leaks immediately.
- Never wash down dirty pavement.
- Place dumpsters under cover.
- Dispose of all wastes properly.

minimizing clean up and maintenance costs, and the impacts to water resources caused by soil erosion during active construction. Erosion controls can reduce the volume of soil going into a sediment control device, such as a sediment trap, therefore, “clean out” frequencies are lower and maintenance costs are less. When possible, divert water around the construction site using berms or drainage ditches.

In addition, use pollution prevention and “good housekeeping measures” to reduce the pollution leaving construction sites as well. This can be as simple as minimizing the pollution source’s contact with rainwater by covering it, maintaining a “clean site” by reducing trash and waste, and keeping vehicles well maintained.

The Best Laid Plans

Plans such as erosion and sediment control plans and storm water pollution prevention plans are important tools for outlining the erosion control and pollution prevention practices that you will use to manage storm water runoff prior to breaking ground. Developing good plans allows for proper budgeting and planning for the life of the project. Proper installation and maintenance of erosion and storm water controls is essential to a plan that works. Training for on-site staff helps to ensure the proper installation and maintenance of erosion controls and pollution prevention practices. Inspect controls and management techniques regularly to ensure they are working, especially after storm events. If polluted storm water is leaving the site, you may need to repair or add additional storm water controls.



The Bigger Storm Water Picture

Your community is preventing storm water pollution through a comprehensive storm water management program. This program addresses storm water pollution from construction, but it also deals with new development, illegal dumping to the storm sewer system, and municipal operations. It will also continue to educate the community and get everyone involved in making sure the only thing that storm water contributes to our streams is . . . water! Contact your community or the Pennsylvania Department of Environmental Protection for more information about storm water management.

For more information:

Pennsylvania Association of Conservation District's:
<http://www.pacd.org/default.html>

Pennsylvania Handbook of Best Management Practices for Developing Areas:
http://www.pacd.org/products/bmp/bmp_handbook.html

Storm Water Manager's Resource Center:
<http://www.stormwatercenter.net>

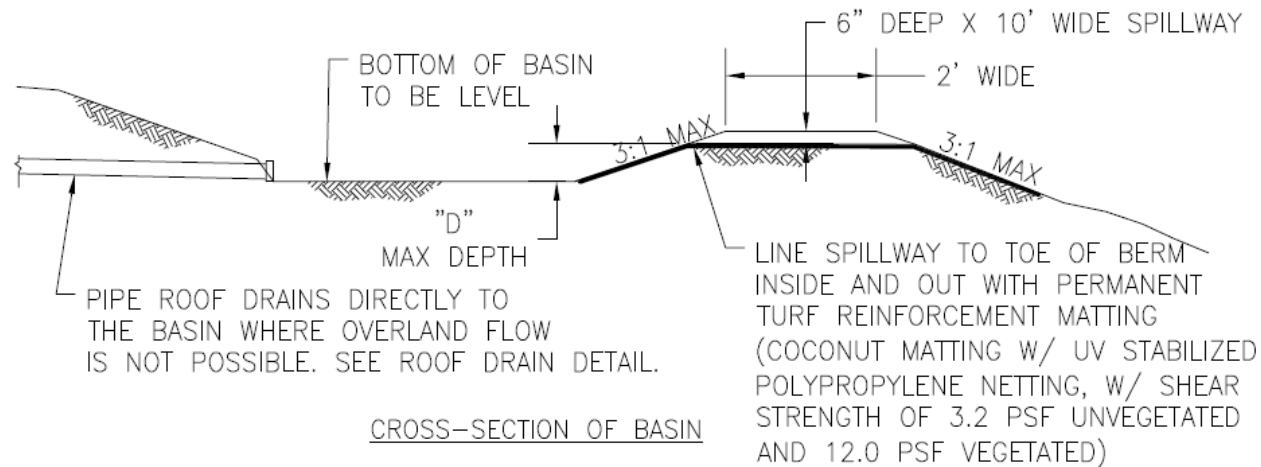
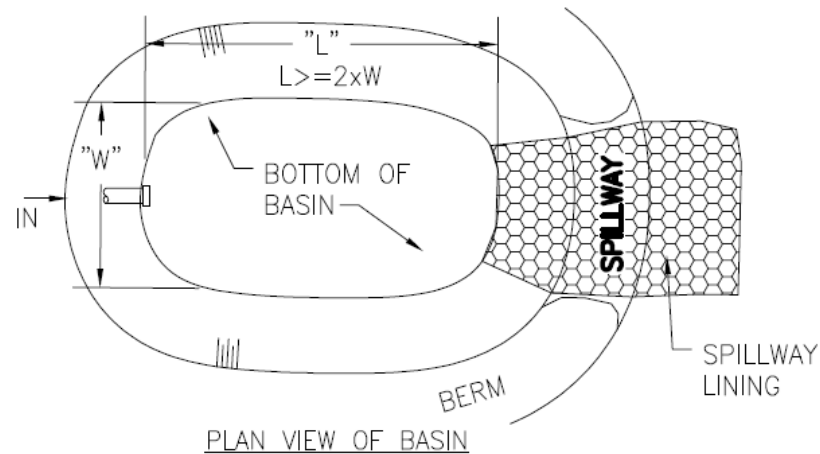
Pennsylvania Department of Environmental Protection:
<http://www.dep.state.pa.us>



Attachment A

Construction Details for BMPs

P:\Admin Assist\Sewer & Water Committee\Storm Water\Stormwater BMP's Operation & Maintenance Agreement Blank Document



SHEET TITLE: **INFILTRATION BASIN**

PROJECT: BMP INFILTRATION TYPES
CONSTRUCTION DETAILS

DATE: 10/22/15

PROJECT NO.: 0220-1402

PROJECT LOCATION: UPPER POTTS GROVE TWP., MONTGOMERY CO.

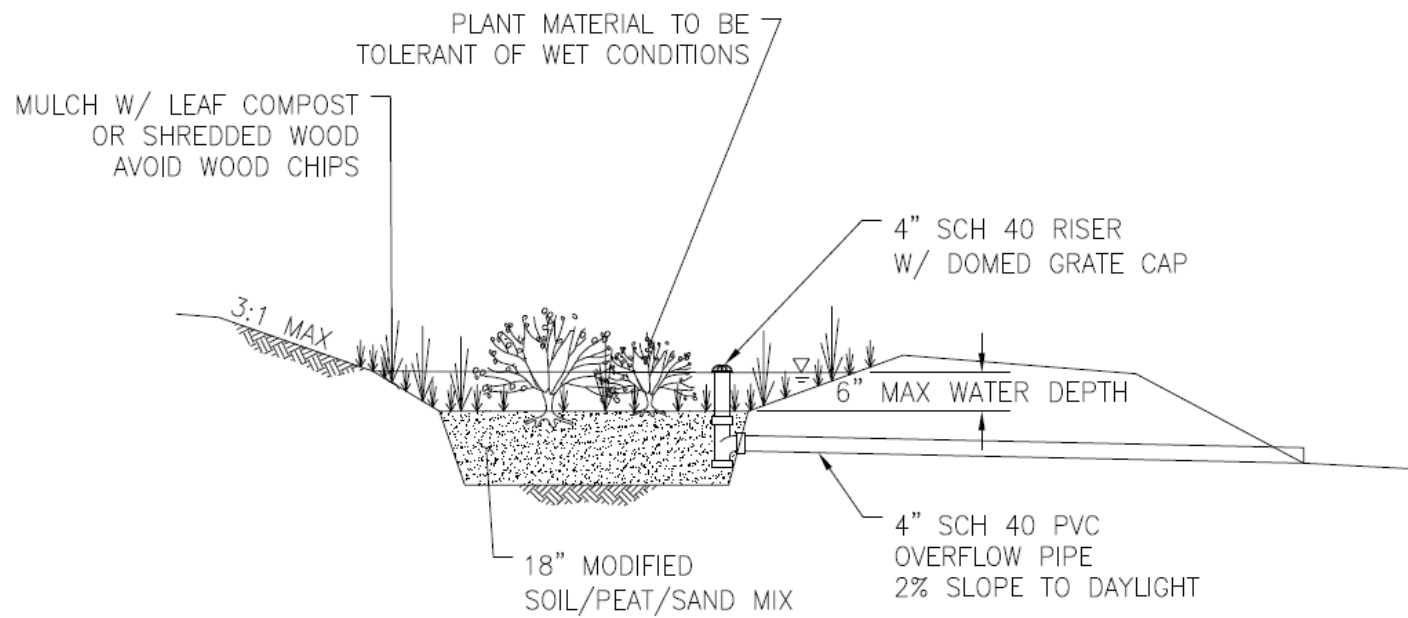
DRAWN BY: JKW

APPROVED BY: PCE

SCALE: NOT TO SCALE

SHEET NO.:

A1



CROSS-SECTION OF GARDEN



LTL CONSULTANTS, LTD.
ENGINEERS & CODE OFFICIALS
P.O. BOX 505
ONE TOWN CENTER DRIVE
OLNEY, PA 19001

SHEET TITLE:

RAIN GARDEN

DATE:

10/22/15

PROJECT LOCATION:

UPPER POTTS GROVE TWP., MONTGOMERY CO.

SHEET NO.:

A2

PROJECT:

BMP INFILTRATION TYPES
CONSTRUCTION DETAILS

PROJECT NO.:

0220-1402

DRAWN BY:

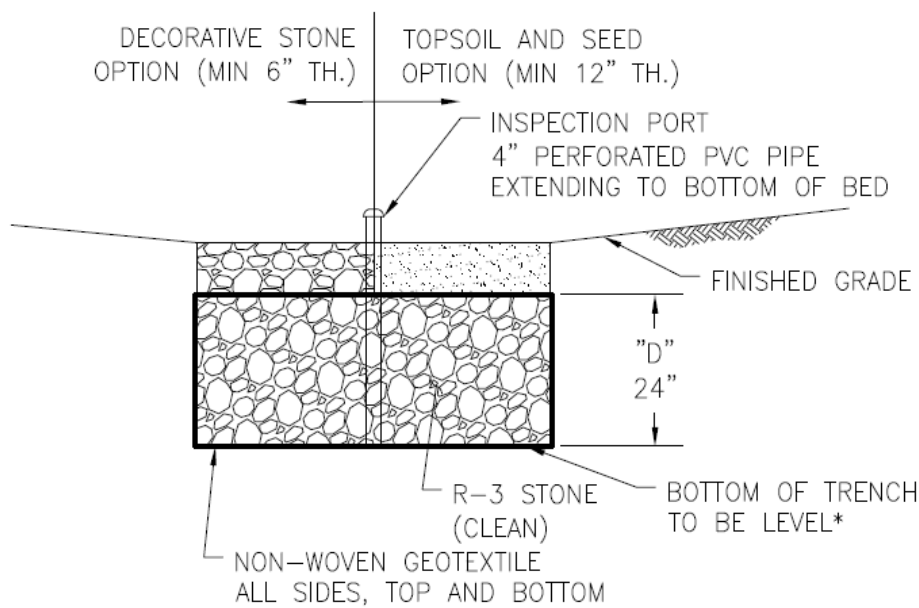
JKW

APPROVED BY:

PCE

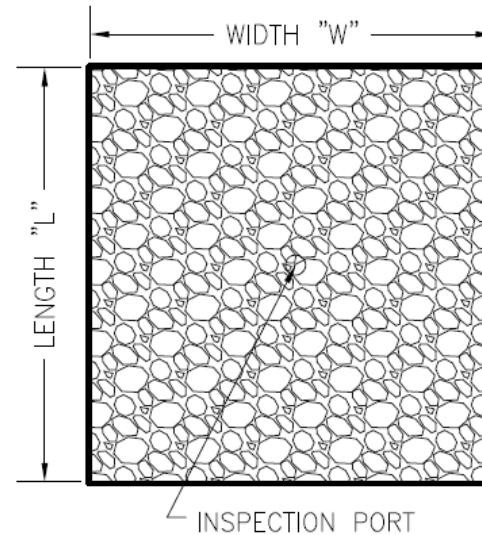
SCALE:

NOT TO SCALE



CROSS-SECTION OF BED

* SEE STEPPED TRENCH DETAIL
FOR TRENCHES ON SLOPED GROUND



PLAN VIEW OF INFILTRATION BED

NOTE: FOR INFILTRATION BED
LENGTH = WIDTH

SEE PIPE CONNECTION DETAIL
FOR BEDS FED BY ROOF
DRAINS OR OTHER PIPING



SHEET TITLE: **INFILTRATION BED**

PROJECT: BMP INFILTRATION TYPES
CONSTRUCTION DETAILS

DATE: 10/22/15

PROJECT NO.: 0220-1402

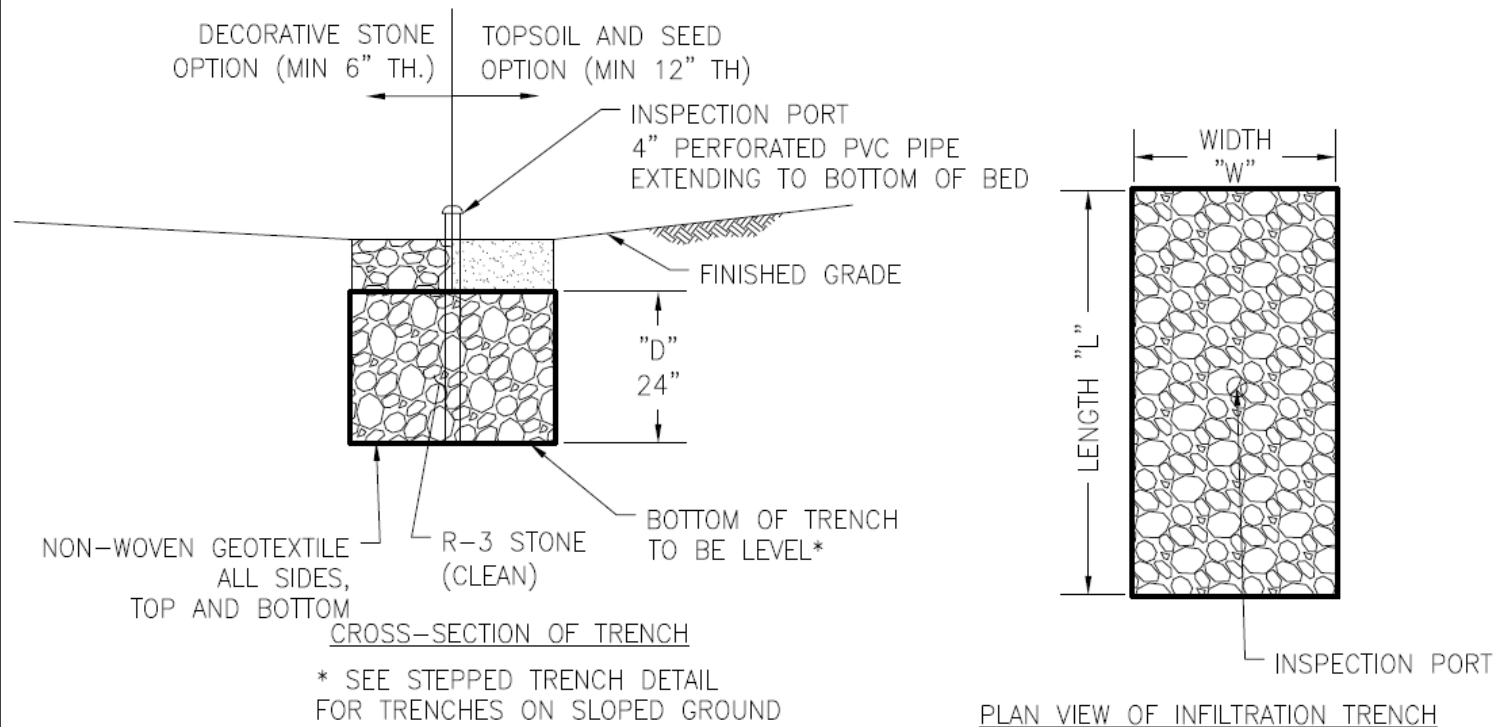
PROJECT LOCATION: UPPER POTTSBORO TWP., MONTGOMERY CO.

DRAWN BY: JKW

APPROVED BY: PCE

SCALE: NOT TO SCALE

SHEET NO.: **U1**



SEE PIPE CONNECTION DETAIL
FOR TRENCHES FED BY ROOF
DRAINS OR OTHER PIPING



SHEET TITLE:
INFILTRATION TRENCH

DATE:
10/22/15

PROJECT LOCATION:
UPPER POTTSBORO TWP., MONTGOMERY CO.

SHEET NO.:

PROJECT: BMP INFILTRATION TYPES
CONSTRUCTION DETAILS

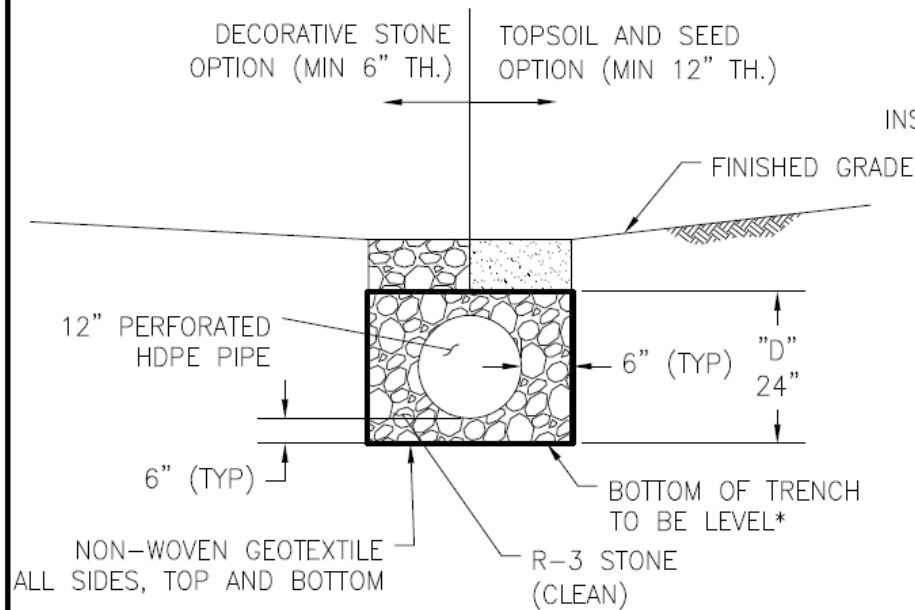
PROJECT NO.:
0220-1402

DRAWN BY:
JKW

APPROVED BY:
PCE

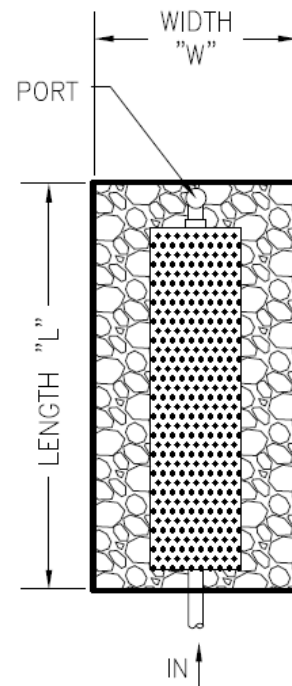
SCALE:
NOT TO SCALE

U2



CROSS-SECTION OF TRENCH

* SEE STEPPED TRENCH DETAIL
FOR TRENCHES ON SLOPED GROUND



PLAN OF INFILTRATION TRENCH WITH PIPE

SEE PIPE CONNECTION DETAIL
FOR TRENCHES FED BY ROOF
DRAINS OR OTHER PIPING



SHEET TITLE:
INFILTRATION TRENCH W/ PIPE

DATE:
10/22/15

PROJECT LOCATION:
UPPER POTTSBORO TWP., MONTGOMERY CO.

SHEET NO.:

PROJECT: BMP INFILTRATION TYPES
CONSTRUCTION DETAILS

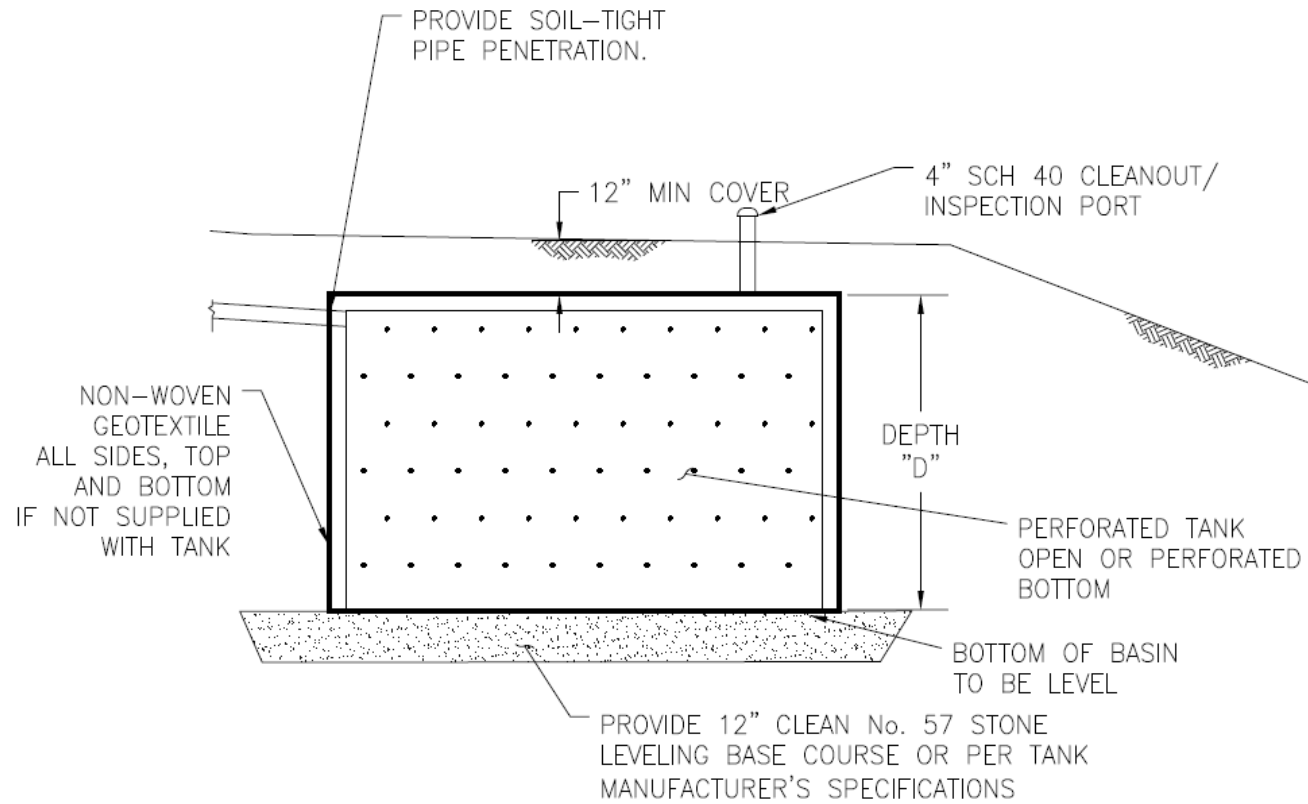
PROJECT NO.:
0220-1402

DRAWN BY:
JKW

APPROVED BY:
PCE

SCALE:
NOT TO SCALE

U3

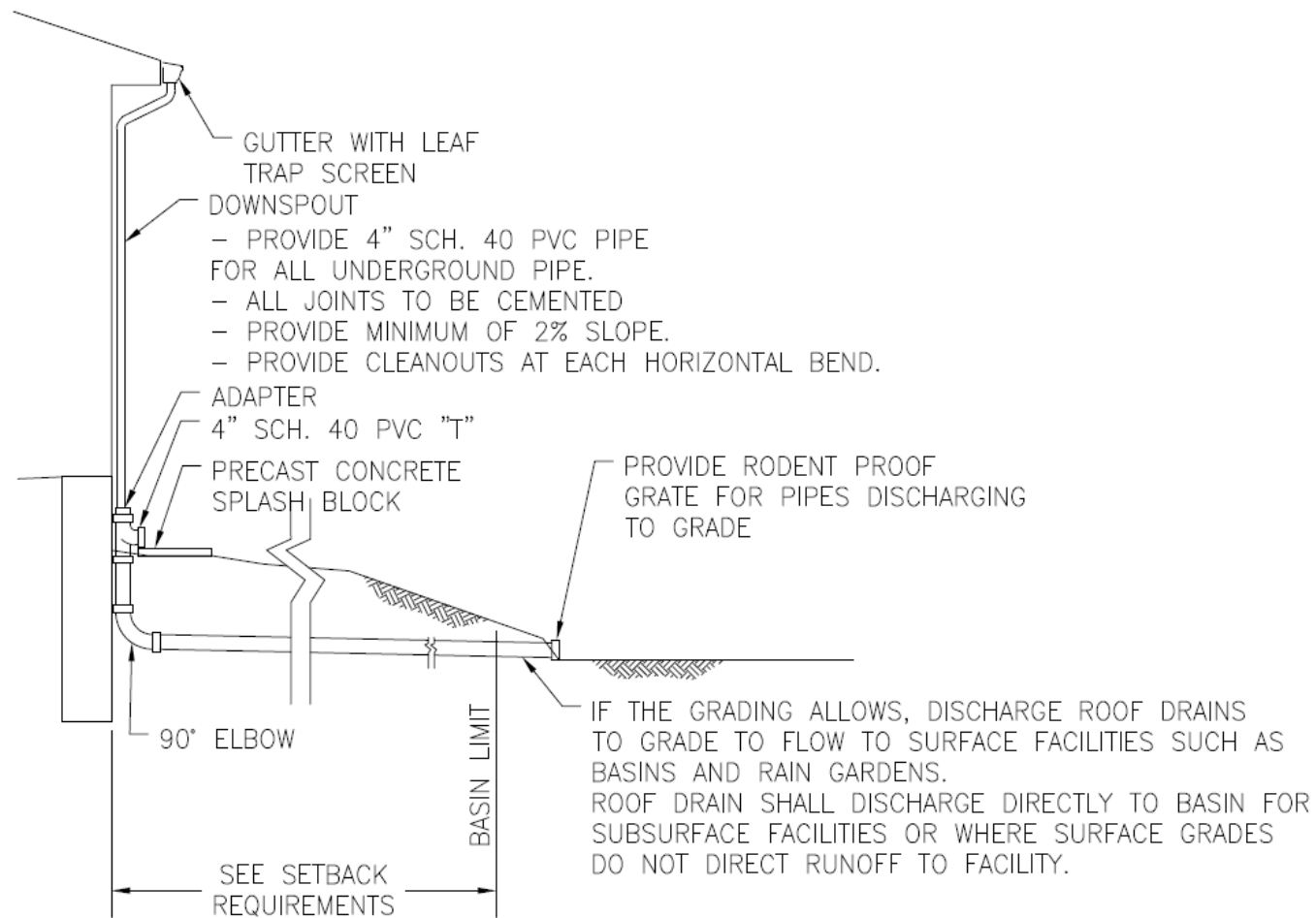


CROSS-SECTION VIEW OF TANK



SHEET TITLE:	STORAGE TANK	DATE:	10/22/15	PROJECT LOCATION:	UPPER POTTS GROVE TWP., MONTGOMERY CO.	SHEET NO.:
PROJECT:	BMP INFILTRATION TYPES CONSTRUCTION DETAILS	PROJECT NO.:	0220-1402	DRAWN BY:	APPROVED BY:	SCALE:
				JKW	PCE	NOT TO SCALE

U4



SHEET TITLE: **ROOF DRAIN DETAIL**

PROJECT: BMP INFILTRATION TYPES CONSTRUCTION DETAILS

DATE: 10/22/15

PROJECT NO.: 0220-1402

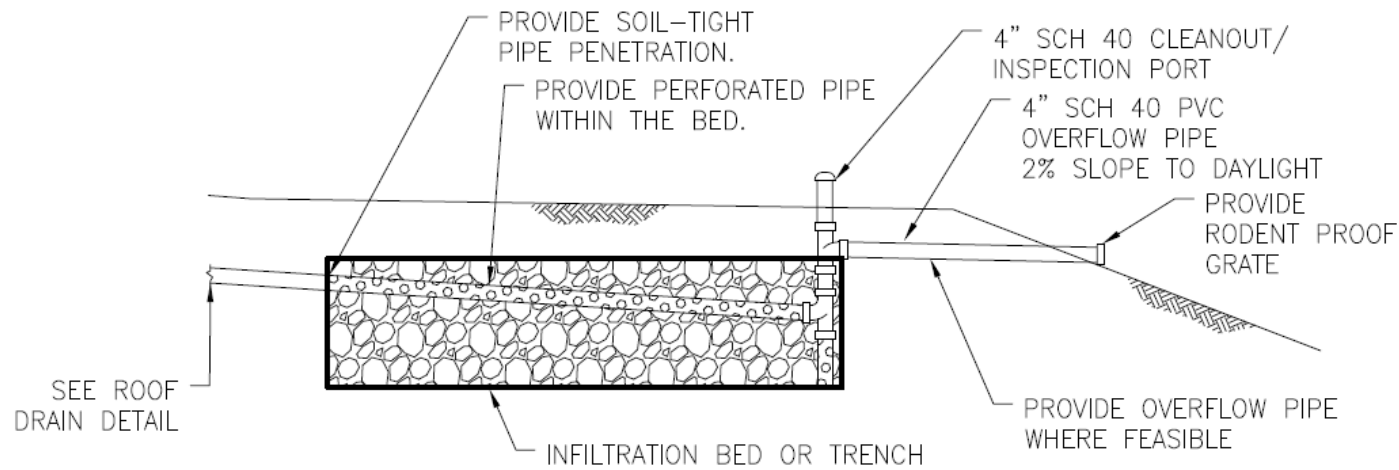
PROJECT LOCATION: UPPER POTTS GROVE TWP., MONTGOMERY CO.

DRAWN BY: JKW

APPROVED BY: PCE

SCALE: NOT TO SCALE

SHEET NO.: **D1**



CROSS-SECTION OF BED/TRENCH

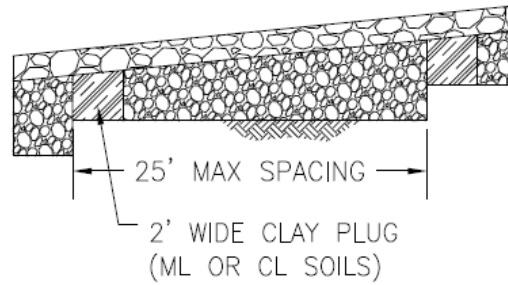


SHEET TITLE:
PIPE CONNECTION DETAIL
PROJECT: BMP INFILTRATION TYPES
CONSTRUCTION DETAILS

DATE:
10/22/15
PROJECT NO.:
0220-1402

PROJECT LOCATION:
UPPER POTTSBORO TWP., MONTGOMERY CO.
DRAWN BY: JKW
APPROVED BY: PCE
SCALE:
NOT TO SCALE

SHEET NO.:
D2



LONGITUDINAL SECTION OF TRENCH
 TO BE USED FOR TRENCHES WHERE THE FINISHED
 LONGITUDINAL GRADE OVER THE TRENCH IS GREATER THAN 4%



SHEET TITLE:

STEPPED TRENCH DETAIL

DATE:

10/22/15

PROJECT LOCATION:

UPPER POTTSBROVE TWP., MONTGOMERY CO.

SHEET NO.:

D3

PROJECT:

BMP INFILTRATION TYPES
CONSTRUCTION DETAILS

PROJECT NO.:

0220-1402

DRAWN BY:

JKW

APPROVED BY:

PCE

SCALE:

NOT TO SCALE

Attachment B

Form of

Operation and Maintenance Agreement

for Simplified Approach & for Minor Engineered Plan

UPPER POTTS GROVE TOWNSHIP

SIMPLIFIED APPROACH & MINOR ENGINEERED PLAN STORMWATER BEST MANAGEMENT PRACTICES

OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter the “Landowner”), and Upper Pottsgrove Township, 1409 Farmington Avenue, Pottstown, PA 19464, Montgomery County, Pennsylvania, (hereinafter “Municipality”).

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property by virtue of a deed of conveyance recorded in the land records of Montgomery County, Pennsylvania, at Deed Book _____ and Page _____, and Parcel No. 60-00-_____ (hereinafter “Property”); and

WHEREAS, the Landowner recognizes that the stormwater management best management practices or BMPs (hereinafter referred to as “BMP” or “BMP(s)”) located on the Property at _____ (address of Property where BMP is located) must be inspected and maintained; and

WHEREAS, the Municipality and the Landowner, for itself and for its administrators, executors, successors, heirs, and 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 BMP(s) be constructed and maintained on the Property; and

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

BMP – “Best Management Practice;” Those activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and ground water recharge and to otherwise meet the purposes of the Municipality’s Stormwater Management Ordinance, including, but not limited to infiltration trenches, dry wells, bioretention, rain gardens, permeable paving, rain barrels and cisterns, etc. The BMP(s) are permanent appurtenances to the Property; and

Conveyance – As specifically identified in the Simplified Approach Site Sketch 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

WHEREAS, the Municipality requires that the BMP(s) and conveyances as shown on a Plan and in accordance with the sizing calculations found on the Simplified Approach Worksheets (herein after “Worksheets”) be constructed by the Landowner; the BMP(s) shall further be maintained by the Landowner, its administrators, executors, successors, heirs, and assigns in accordance with the associated operation and maintenance requirements included herein. The Plan and Worksheets are attached hereto and incorporated herein together as Exhibit “A” hereto; and

WHEREAS, the Municipality requires that stormwater management BMP(s) be constructed and adequately inspected, operated and maintained by the Landowner, its administrators, executors, successors, heirs, and assigns, in accordance with the following maintenance requirements:

1. Infiltration Trenches

- a. At least twice a year and after significant rainfall events the Landowner is to inspect the infiltration trench and remove any accumulated debris, sediment and invasive vegetation.
- b. Vegetation along the surface of an infiltration trench is to be maintained in good condition, and any bare spots are to be revegetated as soon as possible.
- c. Vehicles are not to be parked or driven on an infiltration trench, and care is to be taken to avoid excessive compaction by mowers.
- d. Any debris, such as leaves blocking flow from reaching an infiltration trench, is to be routinely removed.

2. Rain Garden

- a. Any debris, such as leaves blocking flow from reaching or infiltrating through a rain garden, is to be routinely removed.
- b. Pruning and weeding are required as needed including removal of invasive species, especially while vegetation is being established for a rain garden.
- c. Mulch cover is to be maintained in a rain garden, re-spread and replaced as needed to prevent erosion, reduce weed growth and assist with plant survival, without restricting the infiltration of stormwater. Once every 2 to 3 years the entire area may require mulch replacement.

- d. At least twice a year the Landowner is to inspect the rain garden for sediment buildup, ground cover and vegetative conditions and make any repairs as needed.
- e. Watering of the rain garden is required as needed, including during periods of extended dry weather and drought.
- f. Trees and shrubs in a rain garden are to be inspected at least twice per year by the Landowner to evaluate their health.
- g. Any deficiency in the features of the rain garden shall be restored to the original design specifications.

3. Dry Wells

- a. Dry wells are to be inspected by the landowner at least four (4) 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 or recycling sites and in compliance with local, state, and federal waste regulations.
- b. For dry wells, gutters are to be regularly cleaned out and ensure that proper connections are maintained to facilitate the effectiveness of the dry well.
- c. The filter screen for downspouts or roof gutters which intercepts roof runoff and conveys it to the dry well must be cleaned and replaced as necessary.
- d. Dry wells that are damaged are to be fixed or replaced within two (2) weeks of being damaged.
- e. If an intermediate sump box exists in conjunction with a dry well, it must be cleaned out at least once per year.

4. Rain Barrels and Cisterns

- a. Rain Barrels and Cisterns are to be cleared of debris routinely at least every three (3) months and after significant storms to allow stormwater from gutters to enter them.
- b. Gutters that directly convey rainwater to dry wells, rain barrels, and cisterns are to be routinely cleared of trash and debris at least every three (3) months and after significant rainfall events.
- c. Rain Barrels and cisterns should be routinely emptied to allow for storage of additional rainwater.
- d. Overflow outlets from rain barrels and cisterns must be kept free and clear of debris.
- e. Rain Barrels and cisterns that are damaged are to be fixed or replaced within two (2) 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, 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 BMP(s) in accordance with the specifications identified in the Plan and Worksheets.
3. The Landowner shall inspect, 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 inspection and maintenance requirements outlined in this Agreement.
4. The Landowner hereby grants permission to the Municipality, 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 BMP(s) whenever it deems necessary for compliance with this Agreement and the Municipality's Stormwater Ordinance. Whenever possible, the Municipality shall notify the Landowner prior to entering the Property.
5. The Landowner acknowledges that, per the Municipality's Stormwater Ordinance, it is unlawful, without written approval of the Municipality, to:
 - a. Modify, remove, fill, landscape, alter or impair the effectiveness of any BMP or conveyance 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 BMP or conveyance that would limit or alter the functioning of the BMP or conveyance;
 - c. Allow the BMP or conveyance 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, pool additives, household chemicals and automotive fluids to directly or indirectly enter any BMP or conveyance.
6. 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 Municipality the Landowner shall be in violation of this Agreement and the Landowner agrees that the Municipality 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 BMP(s). 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.
7. In the event 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 15 days of delivery of an invoice from the Municipality. Failure of the Landowner to make prompt payment to the Municipality may result in 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 onsite 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.

9. The Landowner, its executors, administrators, assigns, heirs, and other successors in interests, hereby release and shall release the Municipality, its employees, agents and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Municipality and/or its said employees, agents or representatives, arising out of the construction, presence, existence, or maintenance of the BMP(s) either by the Landowner or Municipality. In the event that a claim is asserted or threatened against the Municipality, its employees, agents or designated representatives, the Municipality 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 Municipality or, at the request of the Municipality, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Municipality. If any judgment or claims against the Municipality, 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 Municipality, including attorneys fees, regarding said damages, judgment or claims.
10. The Municipality 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 Municipality shall include its reasonable attorneys' 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 Municipality 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 BMP(s) 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.
13. This Agreement shall inure to the benefit of and be binding upon, the Municipality and the Landowner, as well as their heirs, administrators, executors, assigns and successors in interest.

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

ATTEST:

For the Municipality:

ATTEST:

For the Landowner (s):

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this _____ day of _____, 20__, before me, the subscriber, a Notary Public, personally appeared Trace S. Slinkerd, who acknowledged himself to be the President of the Board of Commissioners of Upper Pottsgrove Township, and that he, as such President, being authorized to do so, executed the foregoing instrument by signing his name, in such capacity, as and for the act of and deed of Upper Pottsgrove Township for the uses and purposes therein contained and that he desires that the same might be recorded as such.

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

Notary Public

: SS
_____ :

On this _____ day of _____, 20__, before me, the subscriber, a Notary Public, the undersigned officer, personally appeared _____ and _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Notary Public

My Commission expires: _____

EXHIBIT “A”

(attach and label approved Plan and Worksheet(s) as Exhibit “A”)