



STORMWATER CONTROLS AND BEST MANAGEMENT PRACTICES, OPERATION AND MAINTENANCE AGREEMENT

Address: _____
TMP # _____

Doylestown Township
425 Wells Road
Doylestown, PA18901
(215) 348-9915
FAX (215) 348-8729
www.doylestownpa.org

Checklist

- _____ Original Agreement - Copy will **NOT** be accepted
- _____ Name of Preparer (at top of agreement)
- _____ Signed by all property owners
- _____ All signatures attested and notarized
- _____ Two (2) Plot plans (Appendix A) attached to agreement (**24"x36"**)
May be in digital format.
- _____ Deed / Book Page or Instrument No.

Documents submitted by (Please Print):

Name _____
Phone _____
Email _____
Date submitted _____

Official Use Only

Received by _____

Complete: YES NO Sent to be recorded _____
Date

Instrument No. _____

CC: Code Enforcement
Special Projects Coordinator

Prepared by: _____
& Address _____

Return to: Jeffrey Garton, Begley, Carlin & Mandio
PO Box 308, 680 Middletown Blvd.
Langhorne, PA 19047

Property Street Address: _____

TMP No. 09 - _____

**STORMWATER CONTROLS AND BEST MANAGEMENT PRACTICES, OPERATION AND MAINTENANCE
AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, (hereinafter the "Landowner"), and DOYLESTOWN TOWNSHIP, Bucks County, Pennsylvania, (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Bucks County, Pennsylvania, Deed Book _____ at Page _____ or Instrument No. _____ (hereinafter "Property").

WHEREAS, the landowner is proceeding to build and develop the Property; and

WHEREAS, the Stormwater Controls and BMP Operation and Maintenance Plan approved by the Municipality (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 Municipality, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (BMPs); and

WHEREAS, the Municipality, and the Landowner, his successors 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 stormwater Best Management Practices be constructed and maintained on the Property; and

WHEREAS, for the purposes of this agreement, the following definitions 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, seepage pits, filter strips, bio-retention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters and detention basins.

WHEREAS, the Municipality requires, through the implementation of the Plan, that stormwater management BMPs 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 BMPs shall be constructed by the Landowner in accordance with the plans and specification 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 Municipality and in accordance with the specific maintenance requirements noted on the Plan.
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 the Landowner fails to operate the 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 structures 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 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 invoice from the Municipality.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any part from damage alleged to result from or be caused by stormwater runoff.

7. The Landowner, its executors, administrators, assigns, 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.

8. The Municipality shall inspect he BMP(s) at a minimum of once every three years to ensure their continued functioning.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Buck County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binging on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

**DOYLESTOWN TOWNSHIP
BOARD OF SUPERVISORS**

ATTEST:

Barbara N. Lyons, Chairman

ATTEST:

Signature (Landowner)
Print Name:

Signature (Landowner)
Print Name:

FORM OF INDIVIDUAL ACKNOWLEDGEMENT

Commonwealth of Pennsylvania

County of Bucks

} SS:

On this, the _____ day of _____ 2021 , before me the undersigned officer, a Notary Public, _____, 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 executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public