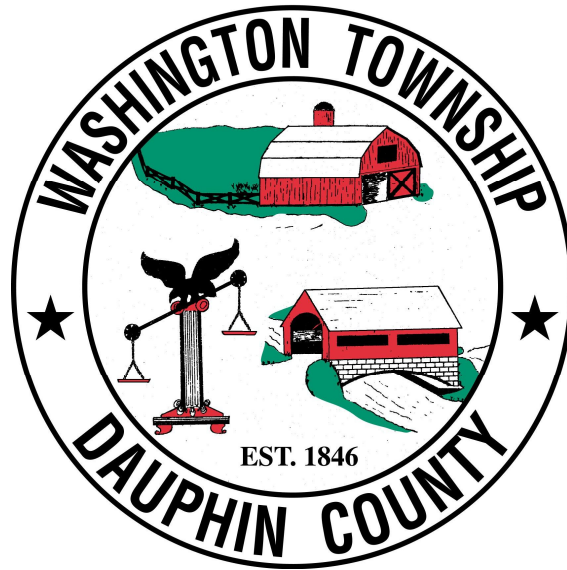


Washington Township Dauphin County



Stormwater Management (SWM) Best Management Practices (BMP's) Application/Information Packet

WASHINGTON TOWNSHIP

**APPLICATION FOR STORMWATER MANAGEMENT
EROSION & SEDIMENTATION CONTROL PLAN & REPORT**

File No. _____
Date of Receipt/Filing: _____
Fee \$ _____
(for Township use only)

TITLE OF PLAN: _____

PARCEL NUMBER: 66- ZONING DISTRICT: _____

1. **APPLICANT INFORMATION:**

Applicant Name(s): _____

Address: _____

Phone Number: _____ Email: _____

Name of Property Owner (if other than applicant): _____

Address: _____

Phone Number: _____ Email: _____

2. **PROJECT DESCRIPTION NARRATIVE:** _____

Project Location: _____

Total Sq. Ft. of lot: _____ Total Sq. Ft. of existing impervious coverage: _____

Proposed New Impervious coverage: _____

3. **PLAN PREPARER:**

Name/Agency: _____

Name of Contact: _____

Address: _____

Phone No. _____ Email: _____

It shall be the responsibility of the Applicant and/or Plan Preparer to submit the Plan to the Dauphin County Conservation District and PADEP (*if applicable*) for review.

The undersigned hereby represents that, to the best of his/her knowledge and belief, all information listed above is true, correct and complete.

Fees Submitted \$ _____

Date: _____

Signature of Applicant/Agent

SUBMISSION TO TOWNSHIP OFFICE

_____ Completed Stormwater Management (SWM) Best Management Practices (BMP's) Application/Information Packet.

_____ QTY of 3 Paper Sets of the Plan 24" x 36"; Qty of 1 Calculations Report; plus a PDF of the SWMGT Plan and Calculations Report emailed to: washingtontownship@wtwp.org

_____ Qty of 2 Operations and Maintenance (O&M) Agreement Stormwater Management Best Management Practices Signed by the property owner(s) and notarized.

_____ Submission of Filing/Escrow Fee – Applicants are responsible for the costs associated with the Stormwater Management Site Plan requiring review by the Township Solicitor, Engineer, SEO or other professional consultants. Any fees remaining shall be returned to the applicant. Additional fees needed to pay the balance of fees due for the professional review will be requested.

Stormwater Management Site Plan Fee: Payable to Washington Township

\$100 Base Filing Fee plus

\$600 Escrow 1-3 Lots plus

\$50.00 Lot Escrow 4 or more lots

The plan and report will be forwarded to the municipal engineer for review. Washington Township will notify the applicant within 45 calendar days, whether the SWM site plan and report is approved or disapproved if the SWM site plan and report is not part of a subdivision or land development plan. If the SWM site plan and report includes a subdivision or land development plan, the timing shall follow the subdivision and land development process according to the Municipalities Planning Code.

No zoning/building permits will be issued until formal approval of the Plan by the Board of Supervisors and proof of recording of the SWMGT Plan and Operations and Maintenance Agreement is submitted to township office and receipt of adequate review from the Dauphin County Conservation District and Issuance of Permit from PADEP (*if applicable*).

PARCEL NUMBER: 66-

**OPERATIONS AND MAINTENANCE (O&M) AGREEMENT
STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPS)**

THIS AGREEMENT, made and entered into this _____ day of _____, by
and between _____ (hereinafter the "Landowner"), and
WASHINGTON TOWNSHIP, Dauphin County, Pennsylvania, (hereinafter "Municipality"):

WITNESSETH

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

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

WHEREAS, SWM Site 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 BMP's; and

WHEREAS, 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 SWM
BMPs be constructed and maintained on the Property; and

WHEREAS, the Municipality requires, through the implementation of the SWM Site Plan, that stormwater BMPs as
required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated
and maintained by the landowner, successors and assigns.

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 Landowner shall construct the BMPs in accordance with the plans and specifications identified in the SWM Site Plan.
2. The Landowner shall operate and maintain the BMPs as shown on the Plan in good working order in accordance with the specific maintenance requirements noted on the approved SWM Site Plan.
3. The Landowner hereby grants permission to Municipality, its authorized agents, and employees, to enter upon the property, at reasonable times and upon presentation of property credentials, to inspect the BMPs whenever necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the Property.
4. In the event the Landowner fails to operate and maintain the BMPs per paragraph 2, the Municipality or its representatives may enter upon the property and take whatever action is deemed necessary to maintain said BMPs. 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 Municipality. The Landowner may be subjected to the Penalties Section of the applicable Ordinance.
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 ten (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 onsite BMPs 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, its executors, administrators, assigns, and other successors in interests shall release the Municipality 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 BMPs by the Landowner or Municipality.

8. The Municipality may inspect the BMPs whenever necessary to ensure their continued functioning.

This agreement shall be recorded at the Office of the Recorder of Deeds of Dauphin 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 interest, in perpetuity.

ATTEST: WITNESS the following signatures and seals:

For the Landowner(s):

Landowner Signature

Landowner Signature

Commonwealth of Pennsylvania

County of Dauphin

I, _____, a Notary Public in and for the County and State aforesaid, whose
commission expires on the _____ day of _____, do hereby certify that

_____, whose name(s) is/are signed to the foregoing

Agreement bearing the date of _____ day of _____, has acknowledged the same before

me in my said County and State. **GIVEN UNDER MY HAND THIS _____ DAY OF _____.**

NOTARY PUBLIC

For the Municipality:

Washington Township, Dauphin County

Commonwealth of Pennsylvania

County of Dauphin

I, _____, a Notary Public in and for the County and State aforesaid, whose
commission expires on the _____ day of _____, do hereby certify that

_____, whose name(s) is/are signed to the foregoing

Agreement bearing the date of _____ day of _____, has acknowledged the same before

me in my said County and State. **GIVEN UNDER MY HAND THIS _____ DAY OF _____.**

NOTARY PUBLIC