

AMENDMENT TO FRANKLIN TOWNSHIP
STORMWATER MANAGEMENT ORDINANCE
ADDING TO THE ENFORCEMENT SECTION VI,
THE REQUIREMENT OF A RECORDABLE OPERATIONS
AND MAINTENANCE AGREEMENT PRIOR TO
APPROVAL OF ANY SUBDIVISION OR LAND DEVELOPMENT

The Franklin Township Stormwater Ordinance is hereby amended by adding thereto the following:

VI. C(2) Enforcement.


U5(h). Operation and Maintenance Agreement. No Subdivision or Land Development shall be approved until:

(a) the Landowner or Developer enters into a recordable Stormwater Best Management Practices Operation and Maintenance Agreement substantially in the form attached hereto as Appendix "B";

(b) in the case of a Residential Subdivision, this Agreement must be entered into by, and binding upon, the Landowner, Developer and Homeowners' Association, and shall further provide that, upon the failure of Landowner, Developer or Homeowners' Association to reimburse the Township for the cost of any construction, maintenance or repairs, then the Township shall have the right to file a Municipal Lien against each Lot or Parcel in the Plan or Land Development for its prorata (per capita) share of the unpaid balance due to the Township.

ATTEST:

FRANKLIN TOWNSHIP BOARD OF
SUPERVISORS


Shannon Schlosser, Secretary

By: 
James Norton, Chairman

APPENDIX B

**STORMWATER BEST MANAGEMENT PRACTICES
OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 200__, by and between _____, (hereinafter the "Landowner"), and _____, _____ County, Pennsylvania, (hereinafter "Municipality");

WITNESSETH

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

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

WHEREAS, the stormwater management BMP Operations 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 (BMP's); 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, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters and detention basins.

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 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.
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 the 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 _____ 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.

ATTEST:

WITNESS the following signatures and seals:

(SEAL)

For the Municipality:

(SEAL)

For the Landowner:

ATTEST:

_____ (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 _____, 200__.

NOTARY PUBLIC

(SEAL)