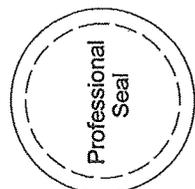
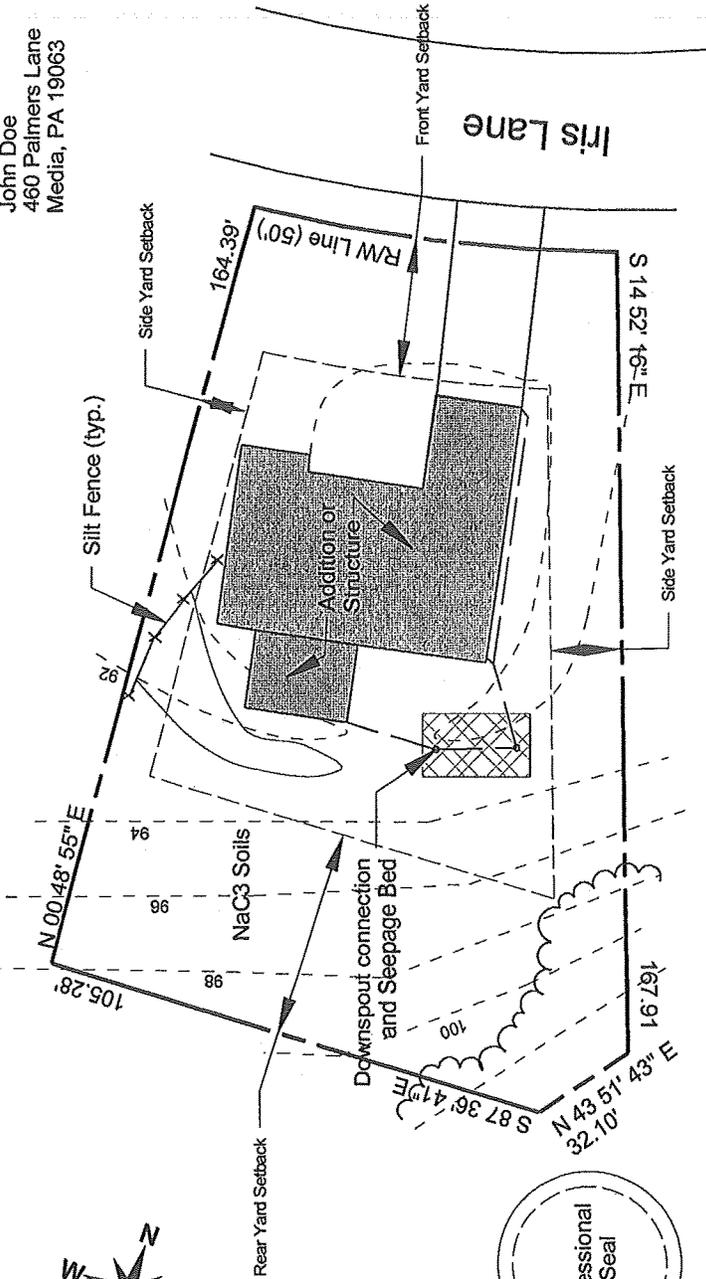


Middletown Township
Act 167
Stormwater Management

Engineered Plans Required for Areas
2,000 s.f. and Over
of Impervious Surfaces

See Appendix “F”

Owner:
John Doe
460 Palmers Lane
Media, PA 19063



"(Design Engineer), on this date (date of signature), has reviewed and hereby certifies that this plan meets all applicable design standards and criteria of Middletown Township's Stormwater Management Regulations, Subdivision and Land Development Regulations and the Erosion and Sedimentation Control Regulations.

Erosion/Sediment/Stormwater Plan
For
2000 Iris Lane

Date: 9-1-04 Scale: 1" = 40'

ABC Engineering
123 South Ave.
Lima, PA 19037

Required For All Additions, Impervious and Structures 2,000 S.F. and Over

Middletown Township
Erosion - Sediment or Stormwater Management Plan (Basic)

P. O. Box 157, Lima, PA 19037 610-565-2700
Date: 09/17/12 Scale: None By: AWR

- General:
1. Actual field surveyed contours at 2' intervals - 5' in steep slopes. (Both existing and proposed)
 2. Place a note on the plans identifying the source of boundary and topographic information.
 3. Place a note on the plan indicating the location, access and responsibility for maintenance of stormwater management facilities.
 4. Include a general description of the project, complete calculations, construction sequence, all details, etc..

Correspondance and pictures can be sent to codes@middletowntownship.org

Stormwater Management Permit Required
Soil Erosion & Sedimentation Control Permit Required
Must Comply with Both Ordinances

TOWNSHIP OF MIDDLETOWN

(DELAWARE COUNTY)

P. O. BOX 157, LIMA, PA 19037-0157

(610)565-2700

FAX

(610)566-3640

Recording Procedure for “Stormwater Controls and Best Management Practices Operations and Maintenance Agreements”

Per Federal and State Requirements

Note: No permits will be issued until the Agreement is recorded and returned to the Township.

1. Print One (1) Copy of the Agreement.
2. Sign and notarize the copy of the Agreement.
3. Bring the signed copy of the Agreement to the Township for the Township’s signatures.
4. Once the Township has determined that all the conditions of approval have been met, the Township will sign and notarize the Agreement and make Two (2) copies.
5. The Applicant will pick up the Original and two (2) copies of the Agreements to be recorded.
6. Bring the Original and two (2) copies of the Agreements with a Self Addressed Envelope to:

Delaware County Recorder of Deeds
Government Center
Room 108
201 West Front Street
Media, PA 19063
610-891-4152

(Remember to bring change for the parking meter.)

7. Record the Agreement - The Recorder will only accept Cash or Check. (No Credit Cards) The Recorder will keep the Original and One (1) copy and a few weeks later will return one in the Self Addressed Envelope.
8. The Second copy of the Agreement must be Time Stamped by the Recorder of Deeds.
9. Return to the Township;
One (1) Time Stamped recorded Agreement
One (1) copy of the Receipt from the Recorder of Deeds office

Appendix I

Stormwater Controls and Best Management Practices Operations and Maintenance Agreement

Record and Return to:

Folio No.: 27-00

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

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

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property with an address at
_____, pursuant to deed recorded in
the Recorder of Deeds Office in and for Delaware County, Pennsylvania, in Deed Book
_____ at Page _____, (hereinafter "Property"). Folio # 27-00

WHEREAS, the Landowner is proceeding to make improvements to the Property; and

WHEREAS, the Stormwater Controls and BMP Operations and Maintenance Plan approved by the Municipality (hereinafter referred to as the "Plan") for the Property, which is attached hereto as Exhibit "A" and made part hereof, 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 BMPs be constructed and maintained on the Property; and

WHEREAS, for the purposes of this agreement, the definitions in the Middletown Township Stormwater Management Ordinance shall apply:

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.

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:

Appendix I

Stormwater Controls and Best Management Practices Operations and Maintenance Agreement

1. The BMPs shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
2. To assure construction of the BMPs, Landowner, concurrently with the execution of this Agreement, is depositing with the Municipality the sum of \$_____0.00_____, which sum has been determined by the Township to represent 110% of the anticipated cost of constructing the BMPs. That sum shall be held by the Municipality until satisfactory completion of the construction of the BMPs as determined by the Municipality. Upon such determination, that sum shall be released to Landowner.
3. 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.
4. 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.
5. In the event that the Landowner fails to construct, operate and 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 structure 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.
6. In the event that the Municipality, pursuant to this Agreement, performs an inspection or 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 an invoice from the Municipality.
7. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.
8. The Landowner, its executors, administrators, assigns, and other successors in interest 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

Appendix I

Stormwater Controls and Best Management Practices Operations and Maintenance Agreement

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.

- 9. The Landowner shall have the BMP(s) inspected by a qualified individual at a minimum of once every three (3) years to ensure their continued functioning and submit a written report done by the qualified individual to the Township.
- 10. This Agreement shall be recorded at the Office of the Recorder of Deeds of Delaware 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.

IN WITNESS WHEREOF, Landowner and Municipality have place their respective signatures and seals as follows:

ATTEST:

TOWNSHIP OF MIDDLETOWN, DELAWARE
COUNTY, PENNSYLVANIA

BY: _____
TOWNSHIP MANAGER

(TOWNSHIP SEAL)

LANDOWNER:

_____ (SEAL)

_____ (SEAL)

(See attached)

Appendix I

Stormwater Controls and Best Management Practices Operations and Maintenance Agreement

=====
County of Delaware, 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 Stormwater Controls and Best Management Practices Operations and
Maintenance 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 _____, 20____.

NOTARY PUBLIC (SEAL)

=====
County of Delaware, 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 Stormwater Controls and Best Management Practices Operations and
Maintenance 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 _____, 20____.

NOTARY PUBLIC (SEAL)

Approval to build is only the beginning...



Sediment-laden stormwater flooding into a storm drain in Springfield. (Courtesy of Ken Rapp)

...to protecting water quality.

Sediment is considered a pollutant, and stormwater left uncontrolled will damage our local waterways. It is critical that every developer, construction site manager, and laborer be aware of the importance of implementing their project's approved erosion and sediment pollution control plan. The control measures contained within the plan are referred to as Best Management Practices (BMPs).

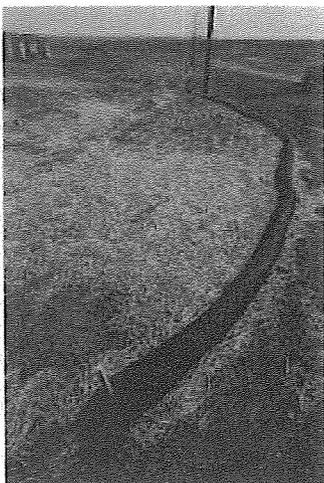
Steps You Can Take to Improve Your Efforts

- Upgrade your controls to ABACT Controls. (*Antidegradation Best Available Combination Technologies*)
Example: A compost filter sock, appropriately sized, is an upgrade for a silt fence.
- Temporary Stabilization – Temporary seeding and mulching will significantly reduce erosion as well as reduce BMP maintenance costs.
- Prior to permanent stabilization fill compacted soils and add compost amendments.
- Be aware of weather forecasts and implement additional BMP's if necessary, and make sure your temporary stabilization efforts are maximized.

Post Construction Stormwater Management

- Infiltration areas should be protected to prevent compaction.
- Preserve and protect mature trees to the maximum extent practicable.
- Prior to installation of underground infiltration facilities stabilize the project as much as possible.
- If your site has riparian buffers make sure these areas are fenced off, and that everyone working on site is aware that the buffers are protected areas.

Article by Ed Magargee, District Manager,
Delaware County Conservation District



A compost filter berm permanently stabilizing a hillside.



A compost filter sock protecting a storm drain.

Message brought to you by your municipality through the CRC

MS4 Municipal Stormwater Partnerships and Eastern Delaware County Stormwater Collaborative.

