

STORMWATER FACILITIES MAINTENANCE AND MONITORING AGREEMENT
For
Dallas Township

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter the "Landowner"), and Dallas Township, Luzerne 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 _____ (hereafter "Property").

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

WHEREAS, the Subdivision/Land Management Plan (hereinafter "Plan") for the _____ Subdivision which is expressly made a part hereof, as approved or to be approved by the Municipality, provides for detention or retention of stormwater within the confines of the Property; and

WHEREAS, the Municipality and the Landowner, his successors and assigns agree that the health, safety, and welfare of the residents of the Municipality require that on-site stormwater management facilities be constructed and maintained on this Property; and

WHEREAS, the Municipality requires, through the implementation of the _____ Watershed Stormwater Management Plan, that stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, his successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, his successors and assigns, in accordance with the terms, conditions and specifications identified in the Plan.
2. The Landowner, his successors and assigns, shall maintain the stormwater management facilities in good working condition, acceptable to the Municipality, so that they are performing their design functions.
3. The Landowner, his successors and assigns, hereby grants permission to the Municipality, his

authorized agents and employees, upon presentation of proper identification, to enter upon the Property at reasonable times, and to inspect the stormwater management facilities whenever the Municipality deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When inspections are conducted, the Municipality shall give the Landowner, his successors and assigns, copies of the inspection report with findings and evaluations. At a minimum, maintenance inspections shall be performed in accordance with the following schedule:

- Annually for the first 5 years after the construction of the stormwater facilities,
- Once every 2 years thereafter, or
- During or immediately upon the cessation of 6 inches of rain or greater.

4. All reasonable costs for said inspections shall be born by the Landowner and payable to the Municipality.
5. The owner shall convey to the municipality easements and/or rights-of-way to assure access for periodic inspections by the municipality and maintenance, if required.
6. In the event, the Landowner, his successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the Municipality, the Municipality may enter upon the Property and take such necessary and prudent action to maintain said stormwater management facilities and to charge the costs of the maintenance and/or repairs to the Landowner, his successors and assigns. This provision shall not be construed as to allow the Municipality to erect any structure of a permanent nature on the land of the Landowner, outside of any easement belonging to the Municipality. 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. The Landowner, his successors and assigns, will perform maintenance in accordance with the maintenance schedule for the stormwater management facilities including sediment removal as outlined on the approved schedule and/or Subdivision/Land Management Plan.
8. In the event the Municipality, pursuant to this Agreement, performs any work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account the Landowner's or his successors' and assigns' failure to perform such work, the Landowner, his successors and assigns, shall reimburse the Municipality upon demand, within 30 days of receipt of invoice thereof, for all costs incurred by the Municipality hereunder. If not paid within said 30-day period, the Municipality may enter a lien against the property in the amount of such costs, or may proceed to recover his costs through proceedings in equity or at law as authorized under the provisions of the _____ Code.
9. The Landowner, his successors and assigns, shall indemnify the Municipality and his agents

and employees against any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Municipality for the construction, presence, existence or maintenance of the stormwater management facilities by the Landowner, his successors and assigns.

10. In the event a claim is asserted against the Municipality, his agents or employees, the Municipality shall promptly notify the Landowner, his successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the Municipality, his agents or employees shall be allowed, the Landowner, his successors and assigns shall pay all costs and expenses in connection therewith.

11. In the event of an emergency or the occurrence of special or unusual circumstances, or situations, the Municipality may enter the Property, if the Landowner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if needed, when the health, safety or welfare of the citizens is at jeopardy. However, the Municipality shall notify the Landowner of any inspection, maintenance, or repair undertaken within 5 days of the activity. The Landowner shall reimburse the Municipality for his costs.

This Agreement shall be recorded and among the land records 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:

County of _____, Pennsylvania

DALLAS TOWNSHIP

APPLICATION FOR SUBDIVISION AND/OR LAND DEVELOPMENT

DALLAS TOWNSHIP PLANNING COMMISSION

DATE OF APPLICATION: _____ FILE NO. _____
SUBMITTED FOR: _____ PRELIMINARY _____ FINAL APPROVAL

LOCATION: _____

NAME OF SUBDIVISION / LAND DEVELOPMENT

OWNER: _____ TEL. NO. _____

ADDRESS: _____ ZIP: _____

APPLICANT: _____ TEL. NO. _____

ADDRESS: _____ ZIP: _____

REGISTERED ENGINEER OR SURVEYOR: _____

ADDRESS: _____ ZIP: _____

TEL. NO. _____

TOTAL ACREAGE: _____ NO. OF LOTS: _____

AVERAGE LOT SIZE: _____

WATER SUPPLY: PUBLIC SYSTEM _____ ON LOT SYSTEM _____

SEWERAGE SYSTEM: PUBLIC SYSTEM _____ ON LOT DISPOSAL _____

LINEAL FEET OF NEW STREETS: _____

REMARKS:

SIGNATURE OF APPLICANT

DALLAS TOWNSHIP

PLANNING COMMISSION

SR 309 DALLAS TOWNSHIP, PA. 18612

Notice to all Applicants for Subdivision and Land Development

The initial fee charged by the township is an application fee only. All applicants are responsible to pay for the costs for Professional review fees that are incurred on behalf of said applicant.

Completed applications must be submitted at least 14 days before the monthly planning commission meeting of the Dallas Township Planning Commission. The Commission meets at 7:30 P.M. on the second Tuesday of every month and are held at the Dallas Township Municipal Building S.R. 309 , Dallas Township Pa.

_____ (Applicant) Agrees to reimburse Dallas Township for fees incurred for the Technical review process for the attached subdivision / Land Development submittal. All land developments are required to have monthly compliance inspections in order to receive a certificate of Final Inspection which facilitates " Final Plan approval " and the issuance of the " Occupancy Certificate".

All fees will be billed at direct costs by the Township and must be paid within (30) days of the date of billing .

Final plan approval will not be granted until all outstanding fees are paid.
The " Certificate of Occupancy " will not be issued until the applicant secures ' Final Plan approval'.

All Land Developments must receive a " Certificate of Final Inspection " and Final Plan approval in order to secure the occupancy certificate.

This acknowledgement must accompany all original submissions for subdivision and or Land development.

_____ Dated this Day of _____ 19 ____
Signature of Applicant

Received by Dallas Township Date : _____ 19 ____

Received By : _____ (Signature)

**DALLAS TOWNSHIP
MAJOR LAND DEVELOPMENT SUBDIVISION CHECKLIST**

THE INFORMATION CONTAINED HEREIN REPRESENTS A GENERAL OVERVIEW OF CERTAIN REQUIREMENTS RELATED TO A PROPOSED MAJOR SUBDIVISION OR LAND DEVELOPMENT OF PROPERTY. THIS INFORMATION DOES NOT CONTAIN ALL REQUIRED AND/OR RELEVANT INFORMATION NECESSARY FOR THE SUBMISSION OF A MAJOR SUBDIVISION APPLICATION AND PLAN UNDER THE DALLAS TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE. THIS INFORMATION IS SOLELY DESIGNED TO PROVIDE A LIMITED DEGREE OF ASSISTANCE TO THE APPLICANT. THEREFORE DALLAS TOWNSHIP DOES NOT WARRANT OR REPRESENT THAT COMPLIANCE WITH THE INFORMATION ADDRESSED WITHIN THIS BASIC CHECKLIST WILL RESULT IN FULL COMPLIANCE WITH THE DALLAS TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AND/OR RESULT IN SUBDIVISION APPROVAL. TO INSURE THAT YOUR APPLICATION AND PLANS ARE CORRECT AND COMPLETE, PLEASE REFER TO THE COMPLETE TEXT OF THE DALLAS TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE.

1. A survey drawing of the subject property on sheets sizes 24 inches by 36 inches, with the surveyor's seal and certification of accuracy, at a scale of:

 1" = 20' for sites two acres or less.
 or

 not greater than 1" = 50" for sites in excess of two acres.

 The plan shall include the date of original submission and the date of each subsequent revised submission
2. Certification of ownership.
3. Boundary, size and dimensions of lot prior to subdivision.
4. A copy of the deed description of the existing lot of record and legal description of proposed lots.
5. The boundary, size and dimensions of all proposed lots, with identification numbers for each lot.
6. A location map of site, at a scale of not greater than 1" = 2,000'.
7. The Zoning District(s) in which the property is located with the applicable required minimum building setback lines.

8. Names of adjacent/adjoining property owners, with Block and Lot Number from the Luzerne County Assessor's Office.
9. A written narrative with sufficient detail, attached to the subdivision application, to explain the purpose of the proposed subdivision and the intended use and disposition of the subdivided property.
10. All existing man-made features including, but not limited to, structures, streets, driveways, farm roads, woods, roads, buildings, foundations, walls, wells, drainage fields, utilities, fire hydrants, and storm and/or sanitary sewers. All existing streets, including streets of record (recorded but not constructed) on or abutting the tract, shall include names, right-of-way widths, cartway (pavement) widths and approximate grades.
11. Name of the subdivision, e.g., "The John Smith Subdivision", and further identified as being either the Preliminary Plan or Final Plan.
12. Location, size and nature of any existing or proposed easements, including utilities.
13. All existing and/or proposed covenants running with the land including but not limited to:
 - a. the maintenance of proposed open space or recreational facilities.
 - b. the maintenance any site improvements which will not be dedicated and/or accepted by Dallas Township as public improvements.
 - c. the maintenance of any natural or man-made drainage aspects of the development which will not be dedicated and/or accepted by Dallas Township as public improvements.
14. Construction Plans which include, where applicable, preliminary design, preliminary profiles, typical cross-sections and specifications for the construction or installation of streets, sidewalks, sanitary sewers, sewage treatment facilities, storm drainage facilities, water lines, bridges or culverts.

Please note that the use rock lined swales within the public right-of way and/or any other location intended to be dedicated to the Township is expressly prohibited.

Any offers of dedication of proposed improvements, signed by the owner of the property and properly notarized. Acceptance, laying out and opening of streets shall be in conformance with 53 P.S. § 67304 et seq. of the Second Class Township Code.

15. An itemized cost estimate of all proposed improvements which are prepared and sealed by a professional engineer
16. Existing and proposed contours of the site at vertical intervals of
 - not more than five (5) feet for land with an average natural slope of five (5%) percent or less.
 - not more than ten (10) feet for land with an average natural slope exceeding five (5%) percent.
 - not more than twenty (20) feet for land with an average natural slope exceeding fifteen (15%) percent.

Topography for major subdivisions or land development shall be prepared by a professional land surveyor or professional engineer from an actual field survey of the site or from stereoscopic aerial photography and shall be coordinated with official U.S.G.S. benchmarks.

17. Existing watercourses, streams, ponds, wetlands, floodplain and/or flood prone areas, rock outcrops and vegetative cover conditions on the property according to general cover type including cultivated land, permanent grass land, meadow, pasture, old field, hedgerow, woodland, and trees described by plant community, relative age and condition within the proposed subdivision or land development.

With regard to wetlands, all plans must specifically address the subject of as to whether any wetlands are located upon the site. If no wetlands are located within the site, a certification of the absence of wetlands shall be so noted upon the plan, which is certified by a person with appropriate training and experience in the identification of wetlands. If wetlands are located within the site, a delineation of all wetlands boundaries, upon the site shall be provided by a person with appropriate training and experience in the identification of wetlands. The inclusion of wetlands upon the site shall require a complete survey, delineation and total acreage of said wetlands boundaries included upon the plans.

18. Submission of stormwater management plans, in conformance with the standards and requirements as set forth in Chapter 72 of the Code of Dallas Township. All stormwater management plans, including the design of proposed improvements thereunder must be prepared and sealed by a licensed professional engineer, who should closely examine the requirements of the " TOBY CREEK AND BOWMAN'S CREEK WATERSHED STORM WATER MANAGEMENT ORDINANCE " prior to the preparation and submittal of all plans.
19. Submission and approval of a Soil Erosion and Sedimentation Plan and/or an NPDES Permit.
20. Soil series, types and phases, as mapped by the U.S. Department of Agriculture,

Natural Resources Conservation Service in the published Soil Survey for the County, and accompanying data published for each soil relating to its suitability for construction. If applicable, developments where on-site sewage disposal systems

will be used, must include the location where the soils evaluation testing was conducted for each lot.

A copy of the Sewage Enforcement Officer's report from Dallas Area Municipal Authority is required when on-site sewage disposal is proposed.

21. Submission and approval of appropriate DEP Planning Module.
22. Letter from all applicable utility companies with letter of commitment for service.
23. If the property is located on a State Legislative Route, County Road or a Township Road, the applicant must secure a "Highway Occupancy Permit" from PennDOT, Luzerne County or Dallas Township and indicate such on the plans. If the application does not include any proposed use, development and/or construction upon the subject property or properties at the time of subdivision, then the plans must include appropriate language which states the owner's responsibility to secure such a permit prior to any use, development and/or construction which requires access onto a State, County or Township road.
24. All plans shall contain the following notice in compliance with PA. Act 287:

CALL BEFORE YOU DIG!

BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA

CALL 1-800-242-1776

PA ACT 287 OF 1974 REQUIRES THREE
WORKING DAYS NOTICE TO UTILITIES
BEFORE YOU EXCAVATE, DRILL OR BLAST
PENNSYLVANIA ONE CALL SYSTEM INC.

25. A total of 10 prefolded copies of all drawings, plans and supporting documentation must be submitted to the Township not less than 21 days prior to next scheduled meeting of the Dallas Township Planning Commission. Submission must be accompanied by required Township Fees: **See Attached Fee Schedule.**
26. An executed written agreement under which the applicant agrees to fully reimburse the Township for any and all consulting fees incurred resulting from the review of plans, applications and supporting information, data and/or reports or studies. In providing for such an agreement, the Planning Commission, at its discretion, may require the applicant to establish an escrow account in a manner arranged for the Township's withdrawal of funds for the payment of consulting fees incurred by the Township.

27. Submission of application, plans, and applicable fee to the Luzerne County Planning Commission. For questions regarding County fees call (570) 825-1560. All plans must be submitted by the applicant to the Luzerne County Planning Commission for its review and comment prior to final action by Dallas Township. The County is required to respond to the Township within 30 days.
28. A 3"x5" blocked area for signature by the Dallas Township Planning Commission, which indicates the approval of the plan, and the date of approval.
29. A 3"x5" blocked area for the signature of the appropriate official of the Luzerne County Planning Commission, indicating the plan was reviewed by the Luzerne County Planning Commission, and the date of review.