

Upper Makefield Township

1076 Eagle Road | Newtown, PA 18940 | p 215.968.3340 | f 215.968.9228 | www.uppermakefield.org

GRADING / DRAINAGE PERMIT FOR EROSION, SEDIMENTATION CONTROL AND/OR DRAINAGE PLAN

PERMIT NO. _____

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR PERMIT IN ACCORDANCE WITH THE PROVISIONS OF THE UPPER MAKEFIELD TOWNSHIP CODIFIED ORDINANCES, ESTABLISHING REGULATIONS AND STANDARDS TO GOVERN AND REGULATE THE GRADING OF LAND, THE MODIFICATION OF NATURAL TERRAIN, THE ALTERATIONS OF DRAINAGE, THE MAINTENANCE OF DRAINAGE NECESSARY TO CONTROL SOIL EROSION, THE ISSUING OF GRADING PERMITS, PROVIDING FOR THE ENFORCEMENT THEREOF AND PROVIDING FOR PENALTIES IN THE EVENT OF VIOLATION THEREOF.

DEVELOPER / OWNER: Date of Application _____

Name _____

Address _____

Telephone # _____

Fax No. _____

Tax Parcel # _____

Lot # _____

Subdivision Name _____

Email _____

CONTRACTOR / BUILDER:

Name _____

Address _____

Fax No. _____

Telephone # _____

Email _____

Applicant's Signature _____

Location of Project _____

Project Description _____

Flood Zone _____

If in SFHA:

Base Flood Elevation _____

Lowest Floor Elevation _____

Substantial Improvement and Damage Determination

Property Tax Assessed Value or Appraisal Value \$ _____

APPROVED TO BEGIN WORK: _____

THIS PERMIT IS CONTINGENT UPON THE UPPER MAKEFIELD TOWNSHIP ENGINEER OR HIS DESIGNEE, HAVING THE RIGHT AT ANY TIME PRIOR, DURING AND AFTER CONSTRUCTION TO ENTER THE PREMISES TO INSPECT THE STORMWATER MANAGEMENT FACILITIES.

Township Engineer

Date

CERTIFICATION

APPROVED FOR TEMPORARY CERTIFICATE

Comments

Township Engineer

Date

APPROVED FOR OCCUPANCY

Comments

Township Engineer

Date

**REQUIREMENTS FOR THE SUBMITTAL OF AN
APPLICATION FOR EROSION AND SEDIMENTATION
CONTROL AND GRADING PERMIT
UPPER MAKEFIELD TOWNSHIP**

- A. **Application** – The applicant shall submit a completed application accompanied by three (3) copies of the grading plan.
- B. **Permit** – The applicant shall attach to the completed application, in triplicate, a plan indicating the following minimum requirements.
1. **General Information** –
 - a. Plan size – minimum 8 1/2" x 11"
 - b. Scale not less than 1" = 50'
 - c. Contour interval – not more than 2'
 - d. Subdivision name
 - e. Lot #
 - f. Date
 - g. Acreage
 - h. Plan preparer/registered engineer or land surveyor
 2. **Existing Features** –
 - a. Topography
 - b. Vegetation
 - c. Water courses
 - d. Manmade features
 - e. Boundary line survey
 - f. Soil types
 3. **Proposed Features** –
 - a. Structure location with building dimensions
 - b. Setback dimensions and floor elevations
 - c. Proposed finished contours
 - d. Spot elevations and surface water flow arrows
 - e. Location of driveways and other paved areas
 - f. Waste disposal systems
 - g. Wells
 - h. Soil erosion and sedimentation control measures to be established prior to construction

Effective Date: January 8, 2014



BUCKS COUNTY CONSERVATION DISTRICT

1456 FERRY ROAD, SUITE 704
DOYLESTOWN, PA 18901-5550
P (215)345-7577 F (215)345-7584

In Pursuit of Environmental Excellence

E&S APPLICATION / GENERAL INFORMATION FORM

This form must be completed and submitted along with the required plans and fees for both first time E&S reviews and resubmissions. Please see page 2 for instructions regarding the number of copies required for various submissions.

PLEASE SUBMIT FOLDED PLANS TO THE DISTRICT. ROLLED PLANS WILL NOT BE ACCEPTED.

Township/Borough _____ Project Street Location _____

Project Name _____

Tax Parcel No. (s) _____

Name of Nearest Stream _____ Stream Classification _____

Submitted By: Engineering Firm/Plan Designer Contractor Landowner Twp.

Sealed Engineer Name: _____ Engineering Contact: _____

Name of Engineering/Designing Firm _____ Phone#: _____ Ext. _____

Mailing Address _____ Fax#: _____

_____ e-mail: _____

Landowner Name(s) _____ Landowner Phone# _____

Landowner Mailing Address _____

*TOTAL ACREAGE _____ *ACRES TO BE DISTURBED _____ #Lots _____ #Units _____

***(Do not use square feet. Square feet divided by 43,560 = Total Acres)**

Plan Date OR Most Recent Revision Date: _____ NEW PLAN RESUBMISSION

ADMINISTRATIVE INCOMPLETE INFO ONLY (\$250.00 RE-FILE FEE)

INCLUDED WITH SUBMISSION ARE: PLANS/NARRATIVES FEE(S) NPDES APPLICATION

****FEE SCHEDULE FOR E&S REVIEWS (BASED ON DISTURBED ACRES ONLY)**

SINGLE FAMILY HOME (1 RESIDENCE) WITH UNDER 1 ACRE OF DISTURBANCE = \$150.00

ALL OTHER EARTH DISTURBANCE:

.02296 to 0.99 acres \$590.00

1.0 to 1.99 acres \$1,190.00

2.0 to 4.99 acres \$1,780.00

5.0 to 9.99 acres \$2,380.00

10.0 to 24.99 acres \$3,470.00

25+ acres \$3,470.00 +

Additional \$70.00 per acre for each acre over 25

(Fractions of an acre are rounded up to the next whole acre.)

****PLEASE READ PAGE 2 OF THIS APPLICATION UNDER "EXEMPTIONS AND EXCEPTIONS"**

TIMBER HARVEST (DISTURBED ACRES ONLY)

0.0-24.99 ACRES = \$65.00; 25.0+ ACRES = 100.00 + ESC PERMIT

SMALL POND WORK E&S FEE = \$65.00 (MAY REQUIRE NPDES PERMIT, SEE REVERSE SIDE /"NPDES INFORMATION".

FOR PROJECTS WITH EARTH DISTURBANCE OF ONE (1) ACRE OR MORE IT IS REQUIRED THAT AN NPDES APPLICATION (NOT BE SENT WITH E&S SUBMISSION.

BCCD USE ONLY BEYOND THIS POINT

ENTRY # _____

DATE SENT BACK _____

E&S FEE REC'D \$ _____ CHECK# _____

DEP CWF FEE \$ _____ CHECK# _____

EXPEDITED FEES _____ CHECK# _____

P&H FEE \$ _____ CHECK# _____

NPDES FEE \$ _____ CHECK# _____

NPDES # ASSIGNED _____

GENERAL INFORMATION:

E&S reviews are processed in the order they are received. The District is required to complete its review within 30 days. Projects requiring NPDES Applications (NOI) will be reviewed for Administrative and Technical completeness within 15 Business days of receipt. If the NOI is considered to be Administratively and Technically Complete, the E&S review will follow within 22 Business days. Re-submittals will be processed within 17 business days of receipt.

The BCCD Office Does NOT process Chapter 105 General Permits 1 – 9 & 15. They must be submitted to the S.E. Regional DEP Office, 2 East Main Street, Norristown, PA 19401. 484-250-5900. Please refer to the DEP website (www.dep.state.pa.us) for any further information.

If a meeting with the BCCD is needed, PLEASE CALL AHEAD TO SCHEDULE AN APPOINTMENT.

E&S Review letters are sent to the Landowner, appropriate Municipal government, Bucks County Planning Commission, and Engineer / Plan Designer.

PLEASE NOTE: If copies of review letters are needed by any other entities please attach names and addresses.

E&S FEE INFORMATION:

BCCD DOES NOT ACCEPT CASH OR CREDIT CARDS.

E&S FEE EXEMPTIONS AND EXCEPTIONS:

County agencies, volunteer fire stations, volunteer ambulance services, conservation co-operator farms, & plans with lot subdivision only and no earth moving involved are exempt from fees. Municipalities and Public Schools please submit One half (1/2) of the fee listed under "ALL OTHER EARTH DISTURBANCE" fee schedule.

FEEES ARE REQUIRED FOR ALL OTHER SUBMISSIONS.

THERE ARE NO EXEMPTIONS FROM EXPEDITED REVIEW FEES.

E&S submissions and resubmissions require one (1) plan set, one (1) General Information Form, and appropriate fee. MAKE CHECKS PAYABLE TO "BUCKS COUNTY CONSERVATION DISTRICT" OR "BCCD".

Withdrawal of a submission prior to a response from the BCCD is subject to a fee of either fifteen percent (15%) of the original fee or \$150.00, whichever is less. Plans withdrawn for any reason will require a full fee when resubmitted.

NPDES INFORMATION:

A separate federally mandated NPDES General Permit is needed if proposed earth disturbance is one (1) acre or greater. The fee for this permit is \$500.00, payable to "BCCD-CWF"

An NPDES Individual Permit is needed if the project is one (1) acre or greater and located in High Quality (HQ) or Exceptional Value (EV) Watershed. Please refer to Chapter 93, Water Quality Standards, Title 25 of PA CODE. The fee for this permit is \$1500.00, payable to "BCCD-CWF".

With every NPDES Submission, please include 3 copies of plans and narratives for review, and a check for \$100.00 per disturbed acre, (rounded to the nearest whole acre) made payable to the "PA-CWF". DISTURBED ACRE FEES ARE COLLECTED BY THE BCCD AND DELIVERED TO THE PA DEP WEEKLY.

BCCD requires a \$250.00 Re-filing fee for NPDES applications found to be incomplete on the first submission. Required information must be submitted to BCCD within 60 days of notice or the application and all associated plan sets will be considered withdrawn.

ALL APPLICATIONS FOR NPDES PERMITS ARE PROCESSED BY BCCD OFFICE. PLEASE INCLUDE THEM WITH THE E&S SUBMISSION IN THEIR ENTIRETY.

FOR E&S FORM, NPDES FORMS, AND POLICIES PLEASE VISIT www.buckscdd.org OR www.dep.state.pa.us

RESUBMISSION GUIDELINES:

Any submission involving a Major Revision from a previously reviewed plan shall be required to submit the FULL E&S Fee. A MAJOR change or revision on a plan may include, but is not limited to: a change in use, lot layout, street layout, grading changes, or basin revisions. If you have any questions, please call the BCCD office.

A Fee of 50% of the CURRENT FEE or \$1000.00 whichever is less, will be charged for each resubmission without major changes.

New revision dates noted on the plans require a resubmission to BCCD, including an application and resubmission fee. A new review letter is required with corresponding plan dates.

Failure to begin earth moving within 2 years from date of BCCD's Adequate E&S Review Letter will require a resubmission and will be subject to a full E&S Fee.

Upper Makefield Township

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BUILDINGS & STRUCTURES EXEMPT FROM DRAINAGE PLAN

To obtain an accessory building or structure permit from Upper Makefield Township, all proposed structures must meet the applicable requirements of the Delaware River South Watershed Act 167 Stormwater Management Ordinance for Upper Makefield Township. Per Section 402 of the Ordinance, construction or replacement of impervious area ranging up to 5,000 sq. ft. based on the criteria below, shall be exempt from comprehensive Drainage Plan requirements. However, this exemption shall not relieve the Applicant from meeting the requirements of Section 303- Water Quality and Section 304- Groundwater Recharge. These requirements can be met through the installation of a stone filled infiltration trench near the proposed impervious area. The table below shows required storage trench sizes based on varying footprint areas of construction or replacement of impervious area.

EXEMPTION CRITERIA Parcel size =< ¼ acre		EXEMPTION CRITERIA Parcel size >¼ - 1 acre		EXEMPTION CRITERIA Parcel size > 1 acre			
FOOTPRINT OF IMPERVIOUS (FT²)	VOLUME OF INFILTRATION (CF)*	FOOTPRINT OF IMPERVIOUS (FT²)	VOLUME OF INFILTRATION (CF)*	FOOTPRINT OF IMPERVIOUS (FT²)	VOLUME OF INFILTRATION (CF)*	FOOTPRINT OF IMPERVIOUS (FT²)	VOLUME OF INFILTRATION (CF)*
100	40	1,201	488	2,501	1017	4,100	1,667
150	61	1,250	508	2,550	1037	4,150	1,688
200	81	1,300	529	2,600	1,057	4,200	1,708
250	101	1,350	549	2,650	1,078	4,250	1,728
300	121	1,400	569	2,700	1,098	4,300	1,749
350	141	1,450	590	2,750	1,118	4,350	1,769
400	162	1,500	610	2,800	1,138	4,400	1,789
450	182	1,550	630	2,850	1,159	4,550	1,850
500	202	2,000	813	2,900	1,179	4600	1,871
550	222	2,050	834	2,950	1,200	4,650	1,891
600	242	2,100	854	3,000	1,220	4,700	1,911
650	262	2,150	874	3,050	1,240	4,750	1,932
700	283	2,200	895	3,100	1,261	4,800	1,952
750	303	2,250	915	3,150	1,281	4,850	1,972
800	323	2,300	935	3,200	1,301	4,900	1,993
850	343	2,350	956	3,250	1,322	4,950	2,013
900	363	2,400	976	3,300	1,342	5,000	2,033
950	384	2,450	996	3,350	1,362		
1,000	404	2,500	1,017	3,400	1,383		
1,050	427			3,450	1,403		
1,100	447			3,500	1,423		
1,150	468			3,550	1,443		
1,200	488			3,600	1,464		
				3,650	1,484		
				3,700	1,505		
				3750	1,525		
				3,800	1,545		
				3,850	1,566		
				3,900	1,586		
				3950	1,606		
				4,000	1,627		
				4,050	1,647		

***SEE REVERSE FOR DETAIL OF STONE INFILTRATION TRENCH

*The volumes shown on the chart the reverse page are the volumes of the required stone filled trench and not the volume of stormwater required to be infiltrated. The stone filled infiltration trench must be filled with stone which has a 40% void ratio.

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Note: If the example on-lot infiltration structure is not preferred the applicant may submit an engineered system which meets all the requirements referenced on the reverse page.

EXAMPLE BUILDING STRUCTURE:

10 X 10 STRUCTURE FOOTPRINT

REQUIRED TRENCH SIZE = 40 CF

2 TRENCHES (LOCATED AT ROOF DRIP LINE)
EACH 10' LF X 2' X 1' = 20 CF

REQ'D \geq 40 CF
2 TRENCHES = 40 CF

EXAMPLE PATIO STRUCTURE:

10 X 20 PATIO FOOTPRINT

REQUIRED TRENCH SIZE = 81 CF

40 LF OF TRENCH REQUIRED (LOCATED AT EDGES OF PATIO)
40 LF X 2' X 1' = 80 CF ,THEREFORE, 40 LF X 2.25' X 1' = 90 CF

REQ'D \geq 81 CF
2 TRENCHES = 90 CF

****Pursuant to the Upper Makefield Township Code of Ordinance 264, Section 304-1.3, if an on-lot infiltration structure is proposed by the applicant's design professional, it must be demonstrated to the municipality that the soils are conducive to infiltration in the area identified.**

Applicant shall provide a professional certification that the soils are appropriate for the system to function.

UPPER MAKEFIELD TOWNSHIP
CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT MUST BE COMPLETED AND SIGNED BY THE DEVELOPER/APPLICANT PRIOR TO SUBMISSION OF THE SUBDIVISION/LAND DEVELOPMENT APPLICATION AND PLANS, PLANNING MODULES, OR ANY OTHER SUBMISSION WHICH REQUIRES TOWNSHIP CONSULTANT REVIEW.

THIS AGREEMENT made this _____ day of _____, A.D., 20____, by and between *UPPER MAKEFIELD TOWNSHIP*, Bucks County, Pennsylvania, with offices located at 1076 Eagle Road, Newtown, PA 18940 (hereinafter referred to as "*Township*") and _____, of _____ (hereinafter referred to as "*Developer*").

WITNESSETH:

WHEREAS, the Developer is the legal or equitable owner of certain real estate bearing Bucks County Tax Map No. 47-_____, located at _____, within the _____ Zoning District; and

WHEREAS, the Developer has presented to the Township plans for subdivision, land development, building development or other plans for the use of their land to the Township, or has applied for a building permit to the Township; and

WHEREAS, the Developer has requested and/or requires the Township approval and/or review of its proposed plans and the Township is willing to authorize its professional consultants to review said plans and/or proposals upon execution of this agreement, and upon deposit of an escrow account according to the current Upper Makefield Township Fee Schedule.

NOW, THEREFORE, the parties agree as follows:

1. The Developer and Township hereby authorize and direct the Township's professional consultants, as defined at Section 107 of the Pennsylvania Municipalities Planning Code to review Developer's plans or proposals to use its property, and to make such recommendations and specifications as may be necessary with respect to such plans in accordance with all applicable Township ordinances, and State and Federal rules and regulations.

2. The Developer and Township acknowledge that the Township will incur costs and fees relating to the review of Developer's plans by its professional consultants, and Developer agrees to pay and/or reimburse the Township for such costs in accordance with this agreement.

3. The Developer shall pay the professional consultant's charges and fees for the following: (a) review of any and all development plans, proposals, studies, or other correspondence relating to the development; (b) attendance at any and all meetings relating to Developer's plan or proposal; (c) preparation of any studies, reports, engineered plans, surveys, appraisals, legal documents, or other correspondence relating to Developer's plan or proposal; and (d) a monthly administrative charge of Fifty Dollars (\$50.00) for Township-incurred expenses relating to the administration of this agreement. It is understood by the execution of this agreement that the Developer specifically accepts the Fee Schedule currently in effect in the Township.

4. The Developer hereby agrees to deposit with the Township the sum of _____ Dollars (\$ _____), payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank, as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this agreement, which shall be held in a non-interest bearing account by the Township.

In the event that the above deposited escrow fund shall fall below fifty percent (50%) of the original deposit, the Developer shall immediately, upon receipt of written notice from the Township or its agent(s), deposit sums with the Township necessary to replenish the account to its original balance. In the event that this is insufficient to pay current Township-incurred expenses, Developer agrees to pay the total amount currently due for Township-incurred expenses without delay in addition to re-establishing the base escrow account balance. The Township will use its best efforts to advise the Developer of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

5. Developer and Township agree that upon completion of the Township's review of Developer's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Township Manager. If the plan or proposal constitutes a subdivision or land development for which a Development and/or Financial Security Agreement is required by the Township, Developer shall execute a new Development Agreement which will estimate the professional consultant's costs

for the period governing the beginning of construction through the end of dedication. The parties acknowledge and agree that any new Development Agreement shall provide a schedule for periodic release of professional consultant fees for the construction and dedication phase of the project.

6. Developer and Township acknowledge that Sections 22-203 of the Upper Makefield Township Subdivision and Land Development Ordinance require Developer to pay Township's professional consultant fees relating to this plan or project, and in the event that Developer fails to provide sufficient funds in the above-described revolving escrow account upon fifteen (15) days written notice to the Developer or make the initial deposit payment described above within five (5) days of the date of this agreement, Developer shall be in default of this agreement and in violation of the above Sections of the Subdivision and Land Development Ordinance.

In the event of Developer's default as described above, the Township may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this agreement are strictly met by Developer.

7. Developer and the Township further agree that all fees or costs arising out of this agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement or construction of the buildings as proposed on the Developer's final plan or project. The Developer agrees and acknowledges that no permit, occupancy or otherwise, or recordable mylars, shall be released by the Township until all outstanding professional consultant fees and costs are paid to the Township, and provided that the Developer is not in default under this agreement.

8. The Developer may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that it does not desire to proceed with the development as set forth on the plan and upon receipt of such written notice by the Developer to the Township, the Developer shall be liable to the Township for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.

9. The Developer and the Township further agree that the Township shall have the right and privilege to sue the Developer or the property owner in assumpsit for reimbursement or to lien the property or both, in its sole discretion, for any expense in

excess of the then current balance of funds on deposit with the Township in accordance with this agreement incurred by the Township by reason of any review, supervision and inspection of Developer's project by its professionals including, but not limited to, the Township Engineer and Solicitor. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

10. The Developer and the township acknowledge that this agreement represents their full understanding as to the Township's reimbursement for professional or consultant services and that the parties intend to execute Development and Financial Security Agreements if the project constitutes a subdivision or land development under Township ordinances. Any such Development and Financial Security Agreements may incorporate or replace the parties' agreement and escrow fund established under this contract.

11. This agreement shall be binding on and inure to the benefit of the successors and assigns of Developer. The Township shall receive thirty (30) days advance written notice from Developer of any proposed assignment of Developer's rights and responsibilities under this Contract for Professional Services.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hands and seals the day and year first above written.

UPPER MAKEFIELD TOWNSHIP BOARD OF SUPERVISORS

By: _____

Name: Thomas F. Cino
Title: Chairperson

Date: _____

DEVELOPER:

Name:

Date: _____

Owner:
(if applicable)

**GRANT OF EASEMENT AND
STORMWATER MANAGEMENT AGREEMENT**

THIS EASEMENT AGREEMENT, dated as of this ____ day of _____, A.D., 20__, by and between _____, of _____ (hereinafter referred to as "Grantors"), and the TOWNSHIP OF UPPER MAKEFIELD, a Township of the Second Class, with offices situate at 1076 Eagle Road, Newtown, PA 18940, (hereinafter referred to as "Grantee").

WHEREAS, Grantors are the lawful owners of a certain parcel of ground located in Upper Makefield Township, and more particularly identified as Bucks County Tax Map Parcel No. 47-_____ (hereinafter referred to as "Parcel"); and

WHEREAS, Grantors have prepared a proposed plan of subdivision or land development, or have requested a building permit to Upper Makefield Township, pursuant to a plan dated _____, 20__ prepared by _____; and

WHEREAS, Upper Makefield Township has, in order to grant subdivision/land development approval or building permit or other approval requires that Grantors construct stormwater management facilities (hereinafter referred to as "Property"), in order to gather all of the water runoff and drainage from the entire Property and provide an access easement to Township to provide access to said facilities; and

WHEREAS, the parties desire that this Agreement be binding upon their heirs, successors and assigns entitled to the Property.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Said Grantors, for and in consideration of the sum of One Dollar (\$1.00), paid, do hereby grant, convey, bargain, sell, release and confirm unto the said Grantee, its successors and assigns, an access and inspection easement, to and over the subject parcel, in order to inspect the stormwater facilities as more fully described as follows: [either a legal description of the stormwater facilities or a description of the facilities with reference to the plan]
2. For purposes of this Indenture and Agreement, Upper Makefield Township shall have the full, free, unlimited and unrestricted right, liberty, privilege and easement in common with Grantors, their heirs, successors and assigns, to enter upon and inspect the stormwater management facilities from time-to-time to insure its continued maintenance and operation by Grantors, their heirs, successors and assigns.
3. No barriers, fences, signs, plantings or other obstruction to the free and unhampered use of the easement shall hereafter be permitted, nor shall any motor vehicles, personal property, buildings or other structures be permitted or constructed within a portion of said stormwater facilities without the express written approval of Grantee.

4. In the event that Upper Makefield Township determines at any time that the stormwater management facilities on the Property are not functioning properly in accordance with the above-described subdivision/land development plan, or building permit plan, Grantee shall provide written notice to Grantors of the defect. Within fifteen (15) calendar days of this notice, Grantors shall begin any and all repair and maintenance work necessary to restore the stormwater management facilities and to correct the defect in order to insure the proper functioning of the facilities in accordance with the approved plan. If Grantors either refuse or neglect to perform or complete the required repair or maintenance work on the facilities, Upper Makefield Township shall have the right and privilege to enter upon the Property and to perform the necessary work within their sole discretion and to lien the Property for all costs related to the required work if Grantors refuse payment.

5. Grantors and Grantee acknowledge and agree that Grantee has no obligation to construct, repair and/or maintain the subject stormwater management facilities, and Grantors further covenant and agree to indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, judgments, costs, expenses and liabilities of any kind whatsoever incurred in connection with, arising from or as a result of death, accident, injury, loss or damage to any person or any property in or about the subject stormwater management facilities arising out of the performance by Grantors, their heirs, successors and assigns, in constructing, repairing and/or maintaining the stormwater facilities.

6. This easement is for the benefit of Grantee, its successors and assigns, and is appurtenant thereto and shall run with the Property.

7. In the event that Grantee is required to enforce its rights under this easement and agreement in order to either remove an obstruction from the easement area, Grantors shall reimburse Grantee all costs and expenses, including attorneys fees, as a result of Grantee's enforcement action.

IN WITNESS WHEREOF, the Grantors herein, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

GRANTORS:

Name:

Name:

ACKNOWLEDGMENTS

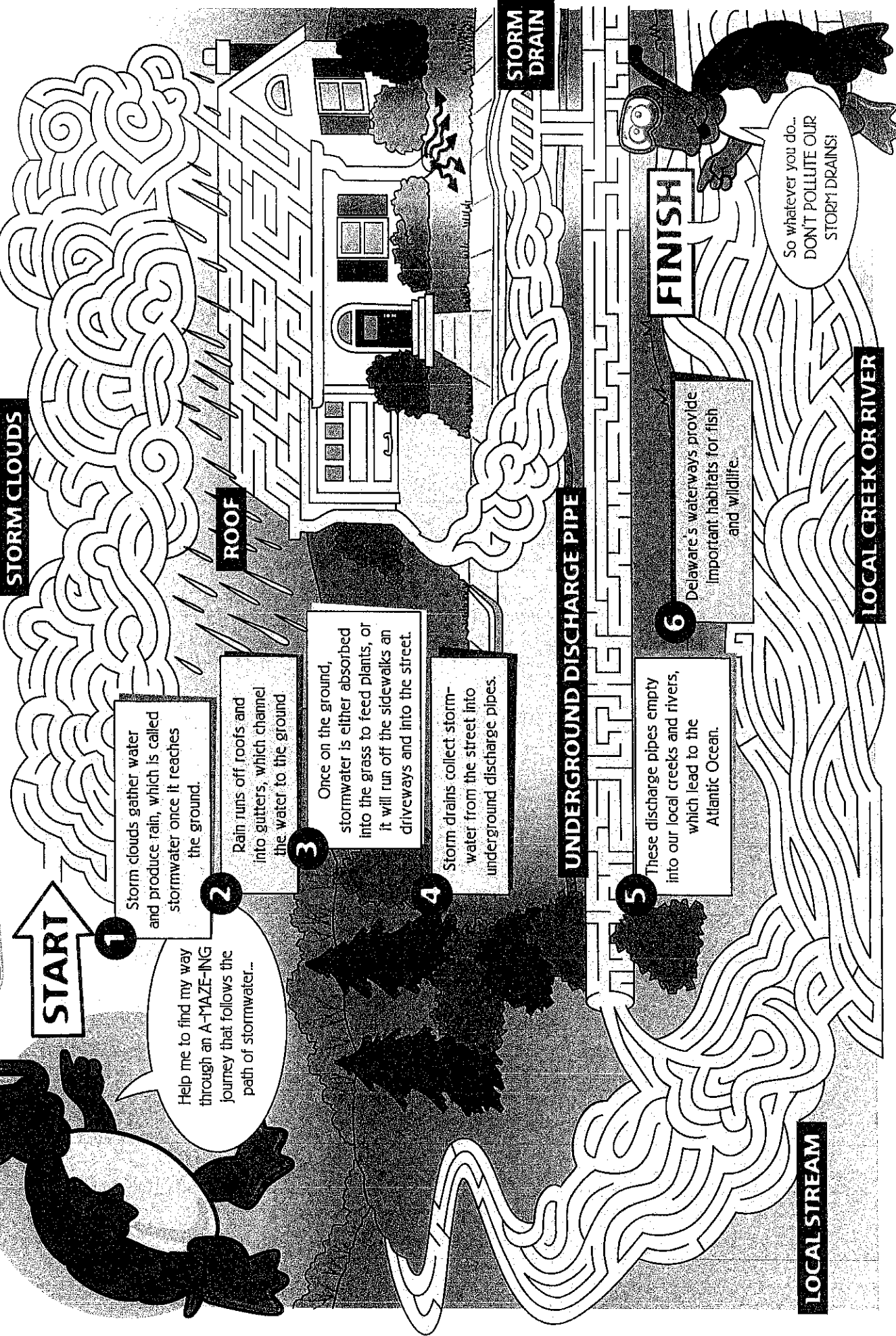
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : : SS.

ON THIS _____ day of _____, A.D., 20____, before me a Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____(SEAL)
Notary Public

The A-MAZE-ING Journey of Stormwater



STORM CLOUDS

START

1 Storm clouds gather water and produce rain, which is called stormwater once it reaches the ground.

2 Rain runs off roofs and into gutters, which channel the water to the ground.

ROOF

3 Once on the ground, stormwater is either absorbed into the grass to feed plants, or it will run off the sidewalks and driveways and into the street.

4 Storm drains collect stormwater from the street into underground discharge pipes.

STORM DRAIN

UNDERGROUND DISCHARGE PIPE

5 These discharge pipes empty into our local creeks and rivers, which lead to the Atlantic Ocean.

6 Delaware's waterways provide important habitats for fish and wildlife.

FINISH

LOCAL CREEK OR RIVER

LOCAL STREAM

So whatever you do...
DON'T POLLUTE OUR STORM DRAINS!