

RESOLUTION NO. 12-2009

THE COUNCIL OF THE CITY OF READING HEREBY
RESOLVES AS FOLLOWS:

Authorizing the submission of the attached PaDEP Grantee Agreement for
Bushong Mill Dam, across the Tulpehocken Creek, upstream from
the confluence with the Schuylkill River,

Adopted by Council on this ____ day of April, 2009

President of Council

Attest:

State of Pa
County of Berks

I, LINDA A. KELLEHER, a Notary Public, certify
this 14 day of April, 2009, the foregoing/attached
document is a true, correct, complete and unaltered copy of _____
Resolution made by _____

Linda A. Kelleher
City Clerk

[Signature]
Notary Public
My Commission Expires April 17 2012

RESOLUTION NO. 12-2009 WAS NOT ADOPTED BY
UNANIMOUS VOTE ON APRIL 13, 2009

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Linda A. Kelleher, Notary Public
City of Reading, Berks County
My Commission Expires April 17, 2012
Member, Pennsylvania Association of Notaries



Document Number

LANDOWNER – GRANTEE AGREEMENT

This Agreement, made this _____
(Date)

by City of Reading

(Landowner(s))

residing at 815 Washington Street telephone # 610-655-6236

Reading, PA 19601
(city) (ZIP)

and _____
(Grantee)

Project description: Bushong Mill Dam across the Tulpehocken Creek upstream from
the confluence with the Schuylkill River

The Project is located at: _____

Latitude: _____ Longitude: _____

Section 1 – Agreement Provisions

- A. In consideration of the benefits that incur from the investment in the property, and/or monies received, the Grantee and the undersigned Landowner agree to participate in the Pennsylvania Department of Environmental Protection ("PA DEP") Growing Greener Grants Program and comply with the terms set forth in this Agreement.
- B. Landowner represents and agrees that he/she is the sole owner of the real property on which the Project is to be performed, or has secured a sufficient property interest, including any easements or right-of-ways, necessary to grant access for the completion and maintenance of the Project. A map of the Project site, including adjacent streams and roads, is attached hereto as Exhibit A ("Premises").
 - 1. Landowner agrees that the PA DEP and/or Grantee, its employees, agents and contractors shall have the right to enter upon the Premises to perform the work described in "Attachment D, Scope of Work" of the DEP Grant Agreement. The right to enter shall also include periodic monitoring visits for the life of this Agreement.
 - 2. By offering the Premises for implementation of this Project, Landowner agrees to allow access, design preparation and implementation and repair of the Project for the duration of construction and for the time period identified in Section 1, Paragraph B (10) of this Agreement.

3. Grantee agrees that the Conservation Practices/Best Management Practices ("CP/BMPs") needed to correct the problems identified in "Attachment D, Scope of Work" of the DEP Grant Agreement shall be performed according to the (Check all that apply):
- a) The NRCS Pennsylvania Field Office Technical Guide,
 - b) The Guidelines for Natural Stream Channel Design in Pennsylvania,
 - c) The USDA NRCS National Engineering Handbook,
 - d) A Handbook for Constructed Wetlands, Volume 4, Coalmine Drainage,
 - e) The Stormwater Best Management Practices Manual,
 - f) Plans developed by or certified by a ~~Registered Professional Engineer~~ and approved by PA DEP.
4. The CP/BMPs shall be maintained pursuant to Section 2, Paragraph C of this Agreement.
5. The Landowner Grantee shall be responsible for adherence to the standards set forth in Section 2, Paragraph C and shall not act in any manner inconsistent with the terms of this Agreement.
6. The Landowner Grantee agrees not to destroy, alter or modify the CP/BMPs, except to perform needed repairs, for the period covered by this Agreement, nor to undertake any action on land under the Landowner's control which tends to defeat the purposes of this Agreement.
7. Any marketable credits toward nutrient effluent limits (nutrient reduction credits) that may be realized on account of the Commonwealth funded portion of this Project and recognized by the DEP, are the property of the Commonwealth of PA, which maintains full ownership thereof. The Landowner and Grantee recognize and release all rights, claims, title or ownership to the nutrient reduction credits that are generated as a result of the Commonwealth funded portion of the work specified in this Agreement, for the time period covered by this Agreement.
8. Landowner agrees to refund all or part of the grant money paid to it, as determined by the Grantee, if before the expiration of the term of this Agreement, the Landowner (a) destroys, alters or modifies the CP/BMPs installed, or (b) voluntarily relinquishes control or title to the land on which the CP/BMPs have been established, and the new landowner and/or operator of the land does not agree to maintain the CP/BMPs for the remainder of the term of this Agreement. If the new landowner agrees to assume Landowner's obligations and to maintain the CP/BMPs for the remainder of the term of this Agreement, then a new Landowner-Grantee Agreement shall be executed by the new landowner.
9. This Agreement shall be binding on the parties, their heirs, legal representatives, successors, and assigns.
10. The term of this Agreement shall be for the duration of Project construction and a period of 20 years thereafter.

Section 2 – Additional Agreement Provisions

A. Tenant provision

"Landowner" is a Tenant under a _____ (Term of Lease) _____ (Oral/Written)
Lease agreement effective _____ (Date), with _____ (Landlord Name)
as Landlord, covering property located at _____ (Address)

Landowner enters this Agreement subject to the superior rights of the landlord in the Premises, and for a term subject to the duration of Landowner's leasehold interest.

B. Special Conditions (Site specific concerns)

C. Operation, Maintenance and Repair Plan (To be attached)

Section 3 – Agreement Signatures

Mayor
(Landowner Signature)

(Date)

City of Reading
(Landowner Name Please Print)

(Date)

(Landowner Signature)

(Date)

(Landowner Name Please Print)

(Date)

(Grantee Representative Signature)
Must be an officer of the organization

(Date)

(Grantee Representative Please Print)

(Date)

Document Number

OPERATION, MAINTENANCE AND REPAIR PLAN

Proper operation and maintenance of Best Management Practices "(BMPs)" is critical for their success and longevity. The goal of this project is the establishment of _____

for improvement of water quality. (List BMPs)

- 1) Components of the Project (List all practices being installed within this project):

Maintain Free-Flowing Condition		
Do not mow riparian forest buffer		

- 2) Parties agree to perform all Maintenance Tasks as described in the chart at the end of this document.
- 3) Allowed activities:
- -
 -
- Prohibited activities:
- -
 -
- 4) The Landowner(s) Grantee shall be considered to be in breach of this Agreement if he/she does not maintain and repair the project in compliance with this agreement or willfully neglects any other terms of this agreement.
- 5) The Landowner(s) Grantee agrees to comply with all Federal, State, local laws, rules and regulations. This would include noxious weed control.
- 6) The Landowner(s) Grantee shall be responsible for all normal, routine maintenance and normal, routine repair of the site and project.
- 7) Other Special Conditions:
- -
 -
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Maintenance Tasks

Practice	
Maintenance required	
Schedule	
Responsible Party	
Practice	
Maintenance required	
Schedule	
Responsible Party	
Practice	
Maintenance required	
Schedule	
Responsible Party	