

AGREEMENT FOR DETERMINING HYDRIC FLOODPLAIN BOUNDARIES

THIS AGREEMENT made this _____ day of _____, 20___, between the **BOARD OF SUPERVISORS OF WHITPAIN TOWNSHIP**, 960 Wentz Road, Blue Bell, Montgomery County, Pennsylvania, (hereinafter referred to as “Board”) and

_____, the owner of certain real property situate within Whitpain Township with an address of _____, (hereinafter referred to as “Landowner”).

WHEREAS, Whitpain Township (“Township”), acting through its Board of Supervisors, has the responsibility to protect areas of floodplain subject to and necessary for the containment of floodwaters, and to permit and encourage the retention of open space land uses which will be so located and utilized as to constitute a harmonious and appropriate aspect of the continuing physical development of Whitpain Township, pursuant to the Whitpain Township Zoning Ordinance of 1950, Article XXV, Section 160-166., *et. seq.*, as amended from time to time; and

WHEREAS, the Landowner is the owner of that certain piece and parcel of land situate within Whitpain Township, with an address of _____ (“Property”); and

WHEREAS, the Code Enforcement Officer of Whitpain Township is mandated to determine the boundaries of the Floodplain Conservation District as defined in the Whitpain Township Zoning Ordinance of 1950, Article XXV, Section 160-169, and as indicated of the Whitpain Township Floodplain Conservation District Map; and

WHEREAS, this Agreement is made by and between the Board and the Landowner for the purpose of determining the floodplain boundary on the Property.

NOW, THEREFORE, it is agreed as follows:

(1) Prior to filing an application for a floodplain use permit with the Code Enforcement Officer of Whitpain Township, the Landowner shall hire a consultant (“Landowner Consultant”) for the purpose of determining the location of the floodplain boundary lines of the Property.

(2) The consultant to be utilized by the Board in all such cases involving floodplain boundary questions shall be as follows: Ebert Engineering, Inc., with its principal business location at 4092 Skippack Pike, Suite 202, Skippack PA 19474 (hereinafter “Township Consultant”).

(3) The Township Consultant shall determine and make use of the pertinent calculations of the Landowner Consultant regarding the location of the floodplain boundaries of the Property.

(4) The Township Consultant shall issue a written opinion regarding the location of the floodplain boundaries of the Property, provided that, said opinion shall not be issued by the Township Consultant until after the Landowner pays the fee of the Township Consultant for professional services rendered.

(5) If the Township Consultant’s written opinion concludes that information supplied by the Landowner Consultant indicates an accurate floodplain boundary on the Property, then the Township shall accept such boundary as the correct floodplain boundary on the Property for the purposes of subsequent development of the Property by the Landowner. The Landowner shall be responsible for the cost of updating the Township’s official floodplain map.

(6) In the event that the Township's Consultant's written opinion concludes that the information supplied by the Landowner Consultant does not accurately represent the floodplain boundary on the Property, the Landowner shall maintain the right to appeal the Township Consultant's decision to the Whitpain Township Zoning Hearing Board in accordance with the provisions of the Whitpain Township Zoning Ordinance of 1950, Article XXXI, Section 160-237 *et. seq.*, as amended from time to time. The burden of proof in such an appeal shall be on the Landowner.

(7) In the event that the Township Consultant's written opinion is appealed to the Zoning Hearing Board by the Landowner, the Code Enforcement Officer shall present the Township Consultant's written opinion to the Zoning Hearing Board as the official opinion of the Township regarding the floodplain boundaries of the Property.

(8) It is expressly understood that the parties have entered into this Agreement in a voluntary manner and have not acted under duress or coercion in executing the same.

(signature page follows)

IN WITNESS WHEREOF, this Agreement has been executed the day and year aforesaid.

**WHITPAIN TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Chairman

Attest: _____
Secretary

LANDOWNER

By: _____
(Signature)

(Printed Name)

Attest: _____
(Signature)

(Printed Name)