

**APPENDIX A**

**OPERATION AND MAINTENANCE (O&M) AGREEMENT**

**STORMWATER MANAGEMENT BEST MANAGEMENT**

**PRACTICES (SWM BMPs)**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, (hereinafter the "Landowner"), and \_\_\_\_\_, \_\_\_\_\_ County, Pennsylvania, (hereinafter "Township");

**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 \_\_\_\_\_, (hereinafter "Property").

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

**WHEREAS**, the SWM BMP Operation and Maintenance (O&M) Plan approved by the Township (hereinafter referred to as the "O&M Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Township, provides for management of stormwater within the confines of the Property through the use of BMPs; and

**WHEREAS**, the Township, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that on-site SWM BMPs be constructed and maintained on the Property; and

**WHEREAS**, the Township requires, through the implementation of the SWM Site Plan, that SWM BMPs as required by said SWM Site Plan and the Township Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, 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:

1. The Landowner shall construct the BMPs in accordance with the plans and specifications identified in the SWM Site Plan.

2. The Landowner shall operate and maintain the BMP(s) as shown on the Plan in good working order in accordance with the specific operation and maintenance requirements noted on the approved O&M Plan.
3. The Landowner hereby grants permission to the township, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the BMP(s) whenever necessary. Whenever possible, the Township shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMP(s) per paragraph 2., the Township or its representatives may enter upon the property and take whatever action is deemed necessary to maintain said BMP(s). It is expressly understood and agreed that the Township in 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 Township.
5. In the event the Township, pursuant to this Agreement, perform work or any nature, or expends any funds in performance od said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within ten (10) days of receipt of invoice from the Township.
6. The intent and purpose of the Agreement is to ensure the proper maintenance of the onsite BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any part for damages alleged to result from or be caused by stormwater runoff.
7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Township 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 Township.
8. The Township may inspect the BMP(s) at a minimum of once every three (3) years to ensure their continued functioning. Optionally, at its sole discretion, the Township may inspect the BMPs at more or less frequent intervals.

This Agreement shall be recorded at the Office of Recorder of Deeds 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, any other successors in interests, in perpetuity.

(SEAL): \_\_\_\_\_  
 Township Manager/ Official

WITNESS: \_\_\_\_\_ to the signature and seal

