

UPI (Parcel Number): _____

Address: _____

Municipality: _____

STORMWATER MANAGEMENT

281 Attachment 5

Appendix A

Township of Springettsbury

**OPERATION AND MAINTENANCE (O&M) AGREEMENT
STORMWATER MANAGEMENT BEST PRACTICES (SWM BMPs)**

THIS AGREEMENT, made and entered into this _____ day of _____ 20____,

by and between, _____ (Hereinafter the “Landowner”), and
(names must appear as they are on the deed)

_____, _____ 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 _____, (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 Municipality (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 Municipality, provides for management of stormwater within the confines of the Property through the use of BMPs; and

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

WHEREAS, the Municipality requires, through the implementation of the SWM Site Plan, that SWM BMPs as required by said SWM Site Plan and the Municipal 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 BMPs as shown on the SWM 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 Municipality, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the BMPs whenever necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
- (4) In the event the Landowner fails to operate and maintain the BMPs per paragraph 2., the Municipality 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 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.
- (5) In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within ten (10) days of receipt of invoice from the Municipality.
- (6) The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage 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 Municipality 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 Municipality.
- (8) The Municipality may inspect the BMPs at a minimum of once every three (3) years to ensure their continued functioning. Optionally, at its sole discretion, the Municipality may inspect the BMPs at more or less frequent intervals.

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

WITNESS the following signatures and seals:

For the Landowner(s):

_____	_____
Witness Signature	Landowner Signature
_____	_____
Printed Name of Witness	Printed Name of Landowner

	Landowner Signature

	Printed Name of Landowner

ATTEST:

_____ (City, Borough, Township)

County of _____, Commonwealth of Pennsylvania

I, _____, a Notary Public in and for the county and state aforesaid,

whose commission expires on the _____ day of _____, 20____, do hereby certify that

_____ is/are signed to the foregoing
(property owner names must appear as they are on the deed)

Agreement bearing date of the _____ day of _____, 20____, has

acknowledged the same before me in my said county and state.

GIVEN UNDER MY HAND THIS _____ day of _____, 20____.

NOTARY PUBLIC (SEAL)

For Springettsbury Township:

Witness Signature – Township (Asst.) Secretary

Signature - Chairman

Printed Name of Witness

Printed Name of Chairman

TOWNSHIP SEAL

ATTEST:

(City, Borough, Township)

County of _____, Commonwealth of Pennsylvania

I, _____, a Notary Public in and for the county and state aforesaid,

whose commission expires on the _____ day of _____, 20____, do hereby certify that

_____ is/are signed to the foregoing
(names and titles must match above signature lines)

Agreement bearing date of the _____ day of _____, 20____, has

acknowledged the same before me in my said county and state.

GIVEN UNDER MY HAND THIS _____ day of _____, 20____.

NOTARY PUBLIC

(SEAL)