

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 **MOUNT PLEASANT TOWNSHIP**, Adams County, Pennsylvania (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property located at _____ in Mount Pleasant Township, Adams County, PA as recorded by deed in the land records of Adams County, Pennsylvania, Deed Book _____ at Page _____, (hereinafter "Property").

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

WHEREAS, the _____ Plan (*Insert Plan Title such as: SWM Site Plan, Post Construction Stormwater Management Plan, Land Development Plan, Operation and Maintenance (O&M) Plan*), approved by the Municipality, (hereinafter referred to as the "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 Plan, that SWM BMPs as required by said 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 Plan.
2. The Landowner shall operate and maintain the BMPs as shown on the Plan in good working order in accordance with the specific operation and maintenance requirements noted on the approved 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 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 on-site BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create 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 intends to inspect the BMPs at a minimum of once every three (3) years to ensure their continued functioning.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Adams 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST:

LANDOWNER:

By: _____
 Name/Title

By: _____
 Name/Title

ATTEST:

 Name/Title

MUNICIPALITY:

MOUNT PLEASANT TOWNSHIP

By: _____
 Name/Title

(SEAL)

STATE OF _____ : ss
COUNTY OF _____

On this, the _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged [himself] [herself] [themselves] to be the _____ of _____ and that [he] [she] [they] executed the within Agreement on behalf of _____ by signing [his] [her] [their] name as such _____.

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

My commission expires: _____ (SEAL)

COMMONWEALTH OF PENNSYLVANIA : ss
COUNTY OF _____

On this, the _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged [himself] [herself] to be the _____ of MOUNT PLEASANT TOWNSHIP and that [he] [she] executed the within Agreement on behalf of MOUNT PLEASANT TOWNSHIP by signing [his] [her] name as such, _____.

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

My commission expires: _____ (SEAL)