

**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 Penn Township, York 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 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 Township, 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 Township 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 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 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 Township.
5. In the event the Township, 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 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 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 effect 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 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 the Township.
8. Inspection of the BMPs shall be in compliance with the Penn Township Stormwater Management Ordinance, as amended.

This Agreement shall be recorded at the Office of the Recorder of Deeds of York 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, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
Property Owner

\_\_\_\_\_

By: \_\_\_\_\_  
Property Owner

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF YORK

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, the undersigned officer personally appeared, \_\_\_\_\_, an individual, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose contained herein

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF YORK

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, the undersigned officer personally appeared, \_\_\_\_\_, an individual, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose contained herein

\_\_\_\_\_  
Notary Public

Attest:

Penn Township

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Manager (Seal)

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF YORK

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, the undersigned officer personally appeared, \_\_\_\_\_, an individual, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose contained herein