

**OPERATION AND MAINTENANCE (O&M) AGREEMENT  
STORMWATER MANAGEMENT FACILITIES**

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

**WITNESSETH**

**WHEREAS**, the Landowner is the owner of certain real property as recorded by deed in the land records of Lancaster County, Pennsylvania, Deed Book \_\_\_\_\_ at page \_\_\_\_\_ (hereinafter “Property”).

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

**WHEREAS**, the SWM FACILITIES 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 Stormwater Management Best Management Practices (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 Facilities be constructed and maintained on the Property; and

**WHEREAS**, the Township requires, through the implementation of the SWM Site Plan, that SWM Facilities 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 SWM Facilities in accordance with the plans and specifications identified in the SWM Site Plan.
2. The Landowner shall operate and maintain the SWM Facilities as shown on the SWM Site 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 SWM Facilities 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 SWM Facilities per paragraph 2, the Township or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said SWM Facilities. 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, plus a 10% penalty, within 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 SWM Facilities 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 Township.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Lancaster 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:

TOWNSHIP OF PROVIDENCE:

By: \_\_\_\_\_

(TOWNSHIP SEAL)

Landowner:

\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA )

) SS:

)

COUNTY OF LANCASTER )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, before me, the subscriber, a Notary Public in and for the aforesaid Commonwealth and County, came the above-named \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed on the within instrument and acknowledged the foregoing Operation and Maintenance Agreement to be \_\_\_\_\_ act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal.

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

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA )

) SS:

)

COUNTY OF LANCASTER )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, before me, the subscriber, a Notary Public in and for the aforesaid Commonwealth and County, came the above-named \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed on the within instrument and acknowledged the foregoing Operation and Maintenance Agreement to be \_\_\_\_\_ act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal.

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

My Commission Expires: