

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

**STORMWATER MANAGEMENT FACILITIES**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_,

\_\_\_\_\_ (hereinafter "Landowner") and Providence Township, 200 Mount Airy Road, New Providence, Pennsylvania 17560 (hereinafter "Township").

**WITNESSETH**

**WHEREAS**, Landowner is the owner of certain real property located at \_\_\_\_\_, with Property Identification No. \_\_\_\_\_ being more fully described in a deed recorded in the Recorder of Deeds Office in and for Lancaster County with the following recording reference: \_\_\_\_\_ (hereinafter the "Property");

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

**WHEREAS**, the SWM FACILITIES Operation and Maintenance (O & M) Plan approved by the Township (hereinafter 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 the management of stormwater within the confines of the Property through the use of Stormwater Management Best Practices (BMPs);

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

**WHEREAS**, Township requires, through the implementation of the SWM Site Plan, that SWM Facilities, as required by the said SWM Site Plan and the Township Stormwater Management Ordinance, be constructed and adequately operated and maintained by Landowner and Landowner's 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. 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. Except in the event of an emergency, Township shall provide written notice of its intent to enter upon the property at least Ten (10) days prior to the scheduled inspection. The written notice may be by e-mail or first-class mail and shall be deemed to have been provided when deposited in the mail or sent by e-mail or other electronic medium. In the event of an emergency requiring immediate access to the property, Township shall provide telephonic, e-mail or other electronic medium notice at least Twenty-four (24) hours prior to the scheduled inspection.
4. In the event the Landowner fails to operate and/or maintain the SWM facilities as required by Paragraph 2 of this Agreement, and following inspection of the SWM facilities to confirm that failure, said inspection to be conducted in accordance with the provisions of Paragraph 3 above, Township shall issue a written notice identifying Landowner's failure to properly operate and/or maintain the SWM facilities and giving Landowner Twenty (20) days from the date of the written notice within which to correct any deficiencies. The written notice may be by e-mail or first- class mail and shall be deemed to have been provided when deposited in the mail or sent by e-mail or other electronic medium. If Landowner fails to correct the deficiencies, Township or its authorized agents and employees, may enter upon the property and take whatever action deemed necessary to maintain and operate the SWM facilities, provided that Township gives written notice of its intention to do so, in the same form as set forth above, at least Ten (10) days prior to Township's scheduled entry upon the property. It is expressly understood and agreed that 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 Township.

5. In the event Township, pursuant to this Agreement, performs work of any nature, or expends 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 Thirty (30) days of receipt of an 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. Landowner, and Landowner's executors, administrators, assigns and other successors in interest, shall release the Township from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against Township, its agents, servants, employees or representatives from the construction, presence, evidence or maintenance of the BMPs by Landowner or Township.

8. This Agreement shall be recorded in the Recorder of Deeds in and for Lancaster County and shall constitute a covenant running with the Property and shall be binding on the Landowner, and Landowner's executors, administrators, assigns and other successors in interest, in perpetuity.

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Landowner

\_\_\_\_\_

\_\_\_\_\_  
Landowner

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Providence Township,  
Title: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :

SS:

COUNTY OF LANCASTER :

ON this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public, the undersigned  
officer, personally appeared \_\_\_\_\_

\_\_\_\_\_,  
known to me (or satisfactorily proven) to be the person(s) whose  
name(s) is/are subscribed to the within instrument, and  
acknowledged that \_\_\_\_\_ executed the same for the purposes  
therein contained.

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

\_\_\_\_\_  
NOTARY PUBLIC