

Tax Parcel Number _____

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 Upper Paxton Township, Dauphin County, Pennsylvania, (hereinafter "Municipality");

WITNESSETH

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

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

WHEREAS, the Stormwater Management (SWM) Site Plan approved by the Municipality (hereinafter referred to as the "Plan" or the "SWM Site Plan") for the property identified herein, which is attached hereto as Schedule 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 (Best Management Practices); 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 stormwater 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 SWM Site Plan.
2. The Landowner shall operate and maintain the BMPs as shown on the Plan in good working order in accordance with the specific maintenance requirements noted on the approved SWM Site 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 BMPs. 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. The Landowner may be subjected to the Penalties Section of the applicable Ordinance.

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 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 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 BMPs by the Landowner or Municipality.
8. The Municipality may inspect the BMPs whenever necessary to ensure their continued functioning.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Dauphin 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. Intending to be legally bound, the parties hereby agree to the terms of this Agreement

WITNESS the following signatures and seals:

For the Municipality:
UPPER PAXTON TOWNSHIP

By: _____

For the Landowner:

COMMONWEALTH OF PENNSYLVANIA :
 : SS.:
COUNTY OF _____ :

On this, the ____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is signed to the foregoing instrument and acknowledged that he/she has executed the same for the purpose therein expressed.

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

Notary Public
My Commission Expires:
(SEAL)

COMMONWEALTH OF PENNSYLVANIA :
 : SS.:
COUNTY OF _____ :

On this, the ____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, a Supervisor of the Township of Upper Paxton, and acknowledged that, being duly authorized to do so, he executed the same on behalf of the Township for the purposes therein expressed.

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

Notary Public
My Commission Expires:
(SEAL)

SCHEDULE A
SWM PLAN