



**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 Center Township, Butler County, Pennsylvania, (hereinafter "Municipality");

WITNESSETH

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

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

WHEREAS, the SWM Site 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 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.
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 affect 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 at a minimum of once every three years to ensure their continued functioning.

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

MUNICIPALITY OF CENTER TOWNSHIP

By: _____
PHILIP B. WULFF
Chairman

KAYLA R. MOSEY
Township Secretary/Treasurer

(SEAL)

By: _____
Property Owner

By: _____
Property Owner

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF BUTLER :

ON THIS, the _____ day of _____, 20____, before me a Notary Public in and for said State and County, personally appeared PHILIP B. WULFF, who acknowledged himself to be the CHAIRMAN OF THE BOARD OF SUPERVISORS OF CENTER TOWNSHIP, BUTLER COUNTY, PENNSYLVANIA, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself as Chairman of the Board of Supervisors.

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

Notary Public
MY COMMISSION EXPIRES: _____

STATE OF _____ :
: ss
COUNTY OF _____ :

ON THIS, the _____ day of _____, 20____, before me a Notary Public in and for said State and County, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
MY COMMISSION EXPIRES: _____

RECORDER MAIL TO:

Center Township
150 Henricks Road
Butler, PA 16001-8472