

**OPERATION AND MAINTENANCE (O&M) AGREEMENT
MINOR RESIDENTIAL STORMWATER BEST MANAGEMENT PRACTICES (SWM BMPs)**

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between _____, (hereinafter the "Landowner"), and West Manchester Township, York County, Pennsylvania, (hereinafter "Municipality").

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property known as _____ (address) (hereinafter "Property").

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

WHEREAS, the permit 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 the on-site SWM BMPs be constructed and maintained on the Property; and

WHEREAS, the Municipality requires, through the implementation of the Plan, the 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 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 said O&M 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 or 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 inspection the BMPs at a minimum of once every three (3) years to ensure their continued functioning. Optionally, at its sole discretion, the Municipality may inspect the BMPs at more or less frequent intervals.

ATTEST:

WITNESS the following signatures and seals:

(SEAL)

For the Municipality:

For the Landowner:

ATTEST:

_____ (City, Borough, Township)
 County of _____, Pennsylvania
 I, _____, a Notary Public in and for the county and state
 aforesaid, whose commission expires on the _____ day of _____, 20 _____
 do hereby certify that _____
 whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____
 20 _____, has acknowledged the same before me in my said county and state.

GIVEN UNDER MY HAND THIS _____ day of _____, 20 _____.

 NOTARY PUBLIC

 (SEAL)