

STORMWATER MANAGEMENT

202 Attachment 1

Township of Mahoning

Appendix A

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
_____, Montour County, Pennsylvania, (hereinafter "Mahoning Township");

WITNESSETH

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

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

WHEREAS, the SWM Site Plan approved by Mahoning Township (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 Mahoning Township, provides for management of stormwater within the confines of the Property through the use of BMPs; and

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

WHEREAS, Mahoning Township 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.

MAHONING CODE

3. The Landowner hereby grants permission to Mahoning Township, 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, Mahoning Township 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, Mahoning Township 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 Mahoning 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 Mahoning Township.
5. In the event Mahoning 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 Mahoning Township for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from Mahoning Township.
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 Mahoning 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 BMPs by the Landowner or Mahoning Township.
8. Mahoning Township 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 Montour 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.

STORMWATER MANAGEMENT

ATTEST:

WITNESS the following signatures and seals:

(SEAL)

For Mahoning Township:

For the Landowner:

ATTEST:

_____ (Borough, Township)

County of Montour, 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)