APPENDIX 19-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 ________________________________, County, Pennsylvania, (hereinafter “Municipality”);

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in
the land records of ______________ County, Pennsylvania, Deed Book __________ at page
_______, (hereinafter “Property”).

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

WHEREAS, the SWM BMP Operation and Maintenance (O&M) Plan approved by the
Municipality (hereinafter referred to as the “O&M 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 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 SWM Site 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 the approved O&M Plan.

3. The Landowner shall conduct inspections in accordance with the approved O&M Plan and
   submit such inspections to the Township, as required. The Landowner shall maintain a
record of all inspection reports and shall provide such reports to the Township upon request.

4. 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.

5. 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 BMP(s). 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.

6. 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 10 days of receipt of invoice from the Municipality.

7. 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.

8. 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 BMP(s) by the Landowner or Municipality.

9. The Municipality intends to 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 ________ 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.

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)