

APPENDIX C

OPERATION AND MAINTENANCE (O&M) AGREEMENT  
STORMWATER MANAGEMENT FACILITIES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, Lancaster County, Pennsylvania, (hereinafter the "Landowner"), and Caernarvon Township, 2147 Main Street, Narvon, Lancaster County, Pennsylvania, (hereinafter "Municipality");

WITNESSETH

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

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

WHEREAS, the SWM FACILITIES 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 Stormwater Management Best Management Practices (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 Facilities be constructed and maintained on the Property; and

WHEREAS, the Municipality requires, through the implementation of the SWM Site Plan, that SWM Facilities 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 SWM Facilities in accordance with the plans and specifications identified in the SWM Site Plan.
2. The Landowner shall operate and maintain the SWM Facilities 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 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 SWM Facilities 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 SWM Facilities per paragraph 2, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said SWM Facilities. 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, plus a 10% penalty, within 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 SWM Facilities 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 BMP(s) by the Landowner or Municipality.
8. The Municipality intends to inspect the SWM Facilities 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 Lancaster 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: \_\_\_\_\_  
 Kathryn M Norris  
 Secretary/Treasurer, Caernarvon Township

WITNESS the following signatures and seals:

(SEAL) For the Municipality:

\_\_\_\_\_  
 Terry L Martin  
 Supervisor, Caernarvon Township

Caernarvon Township

County of Lancaster, 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 has acknowledged the same before me in my said county and state.

GIVEN UNDER MY HAND THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC(SEAL)

For the Landowner:

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Signature of Spouse of Husband or Wife

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 has acknowledged the same before me in my said county and state.

GIVEN UNDER MY HAND THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC(SEAL)