

**STORMWATER MANAGEMENT PLAN  
OPERATION AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, \_\_\_\_\_ (“Landowner”), and **Ligonier Township**, Westmoreland County, Pennsylvania, (hereinafter “Township”);

**WHEREAS**, Landowner is the owner of certain real property as recorded by Deed in the land record of Westmoreland County, Pennsylvania, in Record Book Volume \_\_ at Page , (hereinafter “Property”); and,

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

**WHEREAS**, the Drainage Plan approved by the Township (“Plan”) for the Property which is attached hereto as Appendix A and made a part hereof, as approved by the Township, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (BMP’s); and,

**WHEREAS**, Township and Landowner agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that on-site stormwater BMPs be constructed and maintained on the Property; and,

**WHEREAS**, for purposes of this agreement, the following definition shall apply: BMP – “Best Management Practices.”) Activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Ligonier Township Stormwater Management Ordinance (“Ordinance”), including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters, and detention basins,

**WHEREAS**, Township requires, through implementation of the Plan, that the BMP’s as required by the Plan and the Ordinance be constructed and adequately operated and maintained by Landowner.

**NOW, THEREFORE**, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The BMPs shall be constructed by Landowner in accordance with the plans and specifications identified in the Plan.

2. Landowner shall operate and maintain the BMP(s) as shown in the Plan in good working order acceptable to the Township and in accordance with the specific maintenance requirements noted in the Plan.
3. Landowner hereby grants permission to the Township, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever the Township deems necessary. Whenever possible, Township shall notify Landowner prior to entering the Property.
4. In the event Landowner fails to operate and maintain the BMP(s) as shown in the Plan in good working order acceptable to the Township, Township or its representative may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). This provision shall not be construed to allow Township to erect any permanent structure on the Property. It is expressly understood and agreed that the 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 the Township.
5. In the event the Township, pursuant to the 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, Landowner shall reimburse the Township for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Township. All work performed by Township and expenses incurred by Township indirect or indirect consequence of Landowner's failure to abide by this Agreement, including reasonable counsel fees and expenses, may be collectable by the Township by any lawful measure, including, but not limited to, the entry of municipal liens under the laws of the Commonwealth of Pennsylvania.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMP(s) by 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. Landowner, his executors, administrators, assigns, and other successors in interests, shall release the Township and its agents, employees and designated representatives, of and from all claims, damages, accidents, casualties, occurrences or claims of any other kind or type which might arise or be asserted by reason of the construction, presence, existence, or maintenance of the BMP(s) by Landowner or Township. In the event that any claim is asserted against the Township, its agents, employees and/or designated representatives, Township shall promptly notify Landowner and Landowner shall defend, at Landowner's sole expense, any suit based on such claim(s) together with any judgment entered against the Township and/or its agents, employees and designated representatives.
8. Township shall inspect the BMP(s) at a minimum of once every three (3) years to ensure their continued functioning.
9. This Agreement shall be binding on the parties and their respective heirs, executors, successors or assigns.
10. This Agreement shall be recorded at the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding in perpetuity unless released by the Township.

IN WITNESS WHEREOF the parties hereto have executed this instrument as of the date first above stated, and each party hereby represents to the other that the person(s) executing this instrument have full authority to do so.

Witness/Attest:

LANDOWNER:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Witness/Attest:

**TOWNSHIP**

\_\_\_\_\_

By \_\_\_\_\_  
Authorized Official

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WESTMORELAND

On this, the day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to be within instrument as Landowner(s) or authorized representatives thereof, and acknowledged that he/she/they executed the same for the purposed therein contained.

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

\_\_\_\_\_ (SEAL)