

**AGREEMENT FOR OPERATION AND MAINTENANCE OF
STORMWATER MANAGEMENT FACILITIES**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between:

_____ (Name of Landowner)

_____ (Address of Landowner)

_____ (Municipality)

_____ (County)

_____ (State)

(herein referred to as “Landowner” whether single or plural);

and

WAYNE TOWNSHIP, a municipal corporation of Crawford County, Pennsylvania (herein referred to as “Township”).

Background

Landowner is the record owner of a certain parcel of land (herein referred to as “Premises”) located in Wayne Township and more specifically described in Schedule A which is attached and made a part of this Agreement.

In order to make certain improvements to the Premises, Landowner must comply with the Stormwater Management requirements of the Wayne Township Stormwater Management Ordinance.

It is agreed that proper maintenance of Stormwater Management Facilities promotes the protection of water quality and the health, safety and welfare of the residents of Wayne Township.

Under Section 903 of the Stormwater Management Ordinance the Township may require a Landowner to provide for the future maintenance of Stormwater Management Facilities required by and approved as part of the Stormwater Management Plan for the development. The Township Supervisors have determined that it is in the best interests of Wayne Township that Landowner bear responsibility for the proper maintenance and operation of the Stormwater Management Facilities constructed and installed as part of the development.

Landowner enters this Agreement with the Township to provide assurances for the proper operation and maintenance of the Stormwater Management Facilities approved and required under the Stormwater Management Ordinance and the approved Stormwater Management Plan.

Agreement

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. *Background Incorporated.* It is agreed that the Background section of this Agreement is a correct statement of the factual circumstances leading to this Agreement.
2. *Stormwater Facility Construction.* Landowner agrees to construct all Stormwater Management Facilities and to undertake all Best Management Practices (“BMPs”) in accordance with the Stormwater Management Plans submitted and approved by the Township.
3. *Maintenance of Stormwater Facilities.* Landowner agrees and shall operate and maintain the Stormwater Management Facilities and the BMPs as provided in the approved Stormwater Management Plan (“SWM Plan”) in good working order and in accordance with the specific operation and maintenance requirements set forth in the approved SWM Plan. Landowner hereby acknowledges that a copy of the specific operation and maintenance requirements has been received. In addition, the Township shall maintain a copy of these requirements on file at the Township office.
4. *Township’s License to Make Repairs as Needed.* In the event it is determined that the Stormwater Management Facilities and BMPs are not being operated and maintained in accordance with the applicable requirements of the Stormwater Management Plan, this Agreement or other applicable regulatory requirements, Landowner shall be notified in writing of the deficiency and corrective action required, and shall be given a reasonable time to comply. If after notice, and further inspection, it is determined that necessary corrective action has not been taken, the Township shall have the right and license to enter the Premises at

reasonable times to make such repairs or take such other action as reasonably required to provide for the proper functioning of the Stormwater Management Facilities and BMPs.

5. *Landowner Responsible for Stormwater Facilities.* It is expressly understood and agreed that the Township is not obligated to provide for the maintenance, repair or operation of the Stormwater Management Facilities and BMPs located on the Premises, and that no action taken by the Township in accordance with this Agreement to provide for the proper operation or maintenance shall relieve Landowner of this obligation or be interpreted to impose any such obligation on the Township.
6. *Township Right to Inspect and Repair.* Landowner agrees that, at any reasonable time, Township officials, engineer or other designated representatives shall have the right, license and privilege to, and shall be able to enter the Premises for purposes of inspecting the Stormwater Management Facilities and BMPs for proper operation and maintenance, and for purposes of performing any repairs or maintenance or taking such other actions required or permitted under this Agreement, as may be necessary to assure that the Stormwater Management Facilities and BMPs are being properly operated and maintained for proper functioning, and hereby consents to their entry for such purposes. In addition, the Township shall have the right to inspect the facilities and BMPs a minimum of one time each year for this purpose.
7. *Township to Recover Costs.* In the event the Township is caused to perform work of any nature, to expend any funds in the performance of any work to secure the proper operation and maintenance of the Stormwater Facilities and BMPs, or to incur any costs in the performance of the work, including but not limited to costs for labor, equipment, supplies and materials, and professional consultants, Landowner agrees to reimburse the Township for all expenses, reasonably incurred. Landowner shall also be obligated and agrees to reimburse or pay to the Township any and all reasonable costs and expenses that the Township actually incurs in the administration and enforcement of this Agreement including engineering and legal fees and costs, and any and all other reasonable costs and expenses that the Township actually incurs under and pursuant to this Agreement, including but not limited to, all recording costs.
8. *Recovery of Amounts Due.* Any amount owed to the Township shall be due and payable within thirty (30) days of the date the Township mails a written notice of amounts due to Landowner at Landowner's last known address with appropriate documentation. In the event a payment is not received within thirty (30) days, all costs or expenses incurred by the Township in undertaking any inspections or repairs, in pursuing any remedies under this Agreement or otherwise owed to the Township under or by virtue of the terms of this Agreement, shall be recovered and recoverable in any one of the following ways at the exclusive option and discretion of the Township:

(a) From the Landowner of the Premises at the time the work was performed or the expense incurred;

(b) By filing a lien against the Premises; or

By any other means of enforcement allowed at law.

9. *Change of Ownership.* In the event that title to the Premises is transferred or conveyed, in any manner, persons acquiring an ownership interest, whether legal or equitable, shall be notified by Landowner of this Agreement and the obligations created by the Agreement.

10. *Other Remedies.* In the event Landowner fails or neglects to perform the obligations and duties as set forth in this Agreement, the Township may take any action allowed at law to enforce these remedies or to secure such other remedy as is appropriate, including recovery of all legal costs and expenses including attorney fees.

11. *Landowner Releases and Agrees to Indemnify Township.* Landowner, for themselves, their personal representatives, heirs, assigns and successors, hereby (a) forever releases and discharges the Township, the Township's officials, employees, agents and representatives of and from any and all claims, demands, actions, causes of action, suits at law and in equity, and liability for just compensation, losses, expenses, damages, and harm of every nature and description, including injury to persons or property, both known and unknown, that have resulted or may result from actions taken pursuant to this Agreement and in any way related to the administration and enforcement of this Agreement from the design, construction, operation and maintenance of the Stormwater Management Facilities, and BMPs, and from any discharges from these facilities; and (b) covenants and agrees to indemnify and hold the Township, its officials, employees, agents and representatives harmless from any and all claims, demands, actions, causes of action, suits at law and in equity, liability, judgments, fines, penalties, expenses and losses of every nature and description, both known and unknown, including legal costs and attorney fees in connection therewith, which are or may be brought against the Township, its officials, employees or representatives for any harm or injury to person or property and any economic loss or injury which may have resulted or may result from actions taken pursuant to this Agreement and in any way related to the administration and enforcement of this Agreement, from the design, construction, operation and maintenance of the Stormwater Management Facilities, and BMPs, and from any discharges from these facilities.

12. *Covenant to Run with Land and Be Binding on All Successors in Interest.* It is expressly understood and agreed that this Agreement and its covenants, restrictions and conditions shall be covenants running with the land and shall be

binding upon Landowner, their heirs, administrators, executors, representatives, successors and assigns, including all successors in title and interest. Any and all duties and obligations of Landowner, or rights of the Township, with respect to the operation and maintenance of the Stormwater Management Facilities as set forth in this Agreement, shall be obligations running with the land and not personal to the Landowner, except during the term of their ownership. It is understood and acknowledged by the parties hereto and by and against all subsequent grantees and Landowners of the Premises. The burdens, restrictions, duties, and all obligations herein shall be binding upon, and all rights herein shall be enforceable against, any record owner of all or part of the Premises. Any conveyance of the Premises, and any judgment, mortgage, and other lien of every type which may be entered on or against the Premises or granted by or entered against the Landowner shall be subject to all the terms of this Agreement.

13. *Agreement to be Recorded.* This Agreement shall be recorded in the Office of the Recorder of Deeds of Crawford County, Pennsylvania, at Landowner's expense.

14. *General Conditions.*

- (a) This writing constitutes the complete and final agreement between the above-named parties. It cannot and shall not be modified or changed except by written agreement executed by the parties or their successors. Changes or amendments shall be recorded in the Office of the Recorder of Deeds of Crawford County, Pennsylvania.
- (b) Landowner hereby certifies that the undersigned constitute all persons with ownership interest in the Premises and have full power and authority to enter into this Agreement and so make this Agreement enforceable against all owners of the Premises and all subsequent owners and grantees of the Premises.

In Witness Whereof, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

Landowner:

Printed Name

Printed Name

Wayne Township Board of Supervisors

By: _____

Title: _____

Attest:

Secretary

ACKNOWLEDGEMENT

STATE OF _____ **:**
COUNTY OF _____ **:** **SS:**
_____ **:**

On this, the _____ day of _____, 20____, before me,
the undersigned officer, personally appeared _____,
who acknowledged himself/herself to be the _____ of
Wayne Township, a municipal corporation, and that he/she as such
_____, being authorized to do so, executed the foregoing
instrument for the purposes therein contained by signing the name of the municipal
corporation by himself/herself as _____.

In Witness Whereof, I hereunto set my hand and official seal.

Public Notary
My Commission Expires:

SCHEDULE A

Description of Premises Subject to Agreement