

**Prepared by:** Joseph J. McGrory, Jr., Esquire  
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**Parcel Nos.:** \_\_\_\_\_

**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 Limerick Township, Montgomery County, Pennsylvania, (hereinafter "Municipality");

**WHEREAS**, the Landowner is the owner of certain real property as recorded by deed in the land records of Montgomery 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, their 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, their 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 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.
4. 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 BMPs. 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 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 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 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 BMPs by the Landowner or Municipality.
8. 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 Montgomery 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.

**LIMERICK TOWNSHIP:**

By: \_\_\_\_\_  
Daniel K. Kerr, Township Manager

**LANDOWNER 1:**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Corporate Title: \_\_\_\_\_  
(If Landowner is a Corporation)

**LANDOWNER 2:**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name





**ACKNOWLEDGMENT**

*(use for individual)*

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged that he/she executed this document for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

*(use for individual)*

COMMONWEALTH OF PENNSYLVANIA :  
: ss.  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged that he/she executed this document for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

# **APPENDIX “A”**

(Approved Stormwater Plan)