

**EXHIBIT B - STORMWATER MANAGEMENT PLAN**  
**OPERATION AND MAINTENANCE AGREEMENT**

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

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

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

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

**WHEREAS**, Borough and Landowner agree that the health, safety, and welfare of the residents of the Borough 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 Somerset Borough 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**, Borough 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 Borough and in accordance with the specific maintenance requirements noted in the Plan.

3. Landowner hereby grants permission to the Borough, 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 Borough deems necessary. Whenever possible, Borough 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 Borough, Borough 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 Borough to erect any permanent structure on the Property. It is expressly understood and agreed that the Borough 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 Borough.
5. In the event the Borough, 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 Borough for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Borough. All work performed by Borough and expenses incurred by Borough in direct or indirect consequence of Landowner's failure to abide by this Agreement, including reasonable counsel fees and expenses, may be collectable by the Borough 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 Borough 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 Borough. In the event that any claim is asserted against the Borough, its agents, employees and/or designated representatives, Borough 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 Borough and/or its agents, employees and designated representatives.
8. Borough 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 Somerset 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 Borough.

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:

\_\_\_\_\_

BOROUGH:

By \_\_\_\_\_

Authorized Official

COMMONWEALTH OF PENNSYLVANIA )

ss:

COUNTY OF SOMERSET )

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)