

**RESOLUTION NO. 2022-27**

**BRIGHTON TOWNSHIP  
BEAVER COUNTY, PENNSYLVANIA**

**A RESOLUTION OF BRIGHTON TOWNSHIP, BEAVER COUNTY, PENNSYLVANIA, CREATING A MODEL OPERATION AND MAINTENANCE (O&M) AGREEMENT FOR STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs)**

**WHEREAS**, the Brighton Township Board of Supervisors has adopted Ordinance No. 236, known as Brighton Township Code Chapter 173, Stormwater Management; and

**WHEREAS**, Chapter 173, Stormwater Management, requires regulated activities that propose an increase in impervious areas of at least 1,000 square feet, but less than 5,000 square feet, with an earth disturbance of less than one (1) acre, to submit a Small Project Stormwater Management Site Plan; and

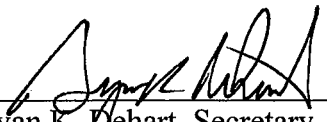
**WHEREAS**, Brighton Township, pursuant to Section 173-31 of Chapter 173, Stormwater Management, requires applicants proposing a Small Project Stormwater Management Site Plan to enter into an Operation and Maintenance Agreement for Stormwater Management Best Management Practices.

**NOW THEREFORE BE IT RESOLVED** by the Board of Supervisors of Brighton Township that the attached OPERATION AND MAINTENANCE (O&M) AGREEMENT FOR STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs) is adopted for applicants proposing a Small Project Stormwater Management Site Plan; and

**BE IT FURTHER RESOLVED** that these Agreement may be changed, amended or modified as determined necessary by the Board of Supervisors.

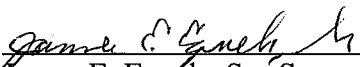
ATTEST:

BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Bryan K. Dehart, Secretary

  
\_\_\_\_\_  
John Curtaccio, Chairman

  
\_\_\_\_\_  
Mark Piccirilli, Vice Chairman

  
\_\_\_\_\_  
James E. Equels, Sr., Supervisor

**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 Brighton Township, Beaver County, Pennsylvania (hereinafter "Township");

**WITNESSETH**

**WHEREAS**, the Landowner is the owner of certain real property as recorded by deed in the land records of Beaver County, Pennsylvania, Instrument Number \_\_\_\_\_, Tax Parcel Number \_\_\_\_\_, located at the following address \_\_\_\_\_ (hereinafter "Property"); and

**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 Township (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 Township, provides for management of stormwater within the confines of the Property through the use of BMPs; and

**WHEREAS**, the Township, and the Landowner, his successors and assigns, 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 SWM BMPs be constructed and maintained on the Property; and

**WHEREAS**, the Township 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, 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 Site 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 Township, 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 Township 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 Township or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). 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 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 Township for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Township.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create 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 Township 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 Township.
8. The Township 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 Beaver 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.

WITNESS the following signatures and seals:

Secretary:

\_\_\_\_\_  
Bryan K. Dehart

For Brighton Township:

\_\_\_\_\_  
John Curtaccio, Chairman

For the Landowner:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Commonwealth of Pennsylvania

County of \_\_\_\_\_, Pennsylvania

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are signed to the foregoing Agreement bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and having acknowledged the same before me in my said County and State.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public