

UPI: \_\_\_\_\_

Property Address: \_\_\_\_\_

Township: Shrewsbury

**STORMWATER MANAGEMENT OPERATION AND MAINTENANCE (O&M)  
AGREEMENT AND BEST MANAGEMENT PRACTICES (SWM BMPs)  
FOR PROPERTY LOCATED IN SHREWSBURY TOWNSHIP,  
YORK COUNTY. PENNSYLVANIA**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ with an address at \_\_\_\_\_ (hereinafter the "Landowner"), and **Shrewsbury Township**, a political subdivision of the Commonwealth of Pennsylvania, with a municipal address at 11505 Susquehanna Trail South, Glen Rock, PA 17327-0662 (hereinafter "Municipality");

WITNESSETH:

WHEREAS, the Municipality approved the O&M Agreement at a public meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; and

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in York County Recorder of Deeds Office at Record Book \_\_\_\_\_, 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 incorporated herein by reference as though fully set forth at length, provides for management of stormwater within the confines of the Property through use of BMPs; and

WHEREAS, the Municipality, and the Landowner, and all successors and assigns of Landowner, 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, the O & M Plan and the Municipal Stormwater Management Ordinance, be constructed and adequately operated and maintained by the Landowner, and all successors and assigns of Landowner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

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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 shall conduct inspections in accordance with the approved O&M Plan and submit such inspections to the Township, as required. The Landowner shall maintain a record of all inspection reports and shall provide such reports to the Township upon request.
4. 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.
5. 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 BMP(s). 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.
6. 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. The Municipality reserves the right to place a lien against the property for any work performed that has not been reimbursed by the Landowner as set forth herein.
7. 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.
8. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release and hold harmless 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 BMP( s) by the Landowner or Municipality.
9. The Municipality intends to inspect the BMPs at a minimum of once every three years to ensure their continued functioning.

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10. This Agreement shall be recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner and the administrators, executors, assigns, heirs, and any other successors in interest to the Landowner, in perpetuity.

11. The signatories to this Agreement hereby affirm that they have the authority to execute this Agreement on behalf of the respective parties.

12. This Agreement cannot be amended or modified without the written consent of all the parties.

13. In the event the Landowner is in breach of this Agreement and fails to cure said breach within thirty (30) days after written notice to do so by the Municipality, then the Municipality shall have the right to enforce this Agreement at law or in equity, and the costs, including reasonable attorney's fees, for any enforcement proceeding favorable to the Municipality, shall be payable by the Landowner.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

ATTEST/WITNESS

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

\_\_\_\_\_  
Print Name/Title \_\_\_\_\_

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

\_\_\_\_\_  
Print Name/Title \_\_\_\_\_

ATTEST:

BOARD OF SUPERVISORS OF  
SHREWSBURY TOWNSHIP

\_\_\_\_\_  
Todd A. Zeigler, Secretary

By: \_\_\_\_\_  
Arthur Rutledge, Chairman

UPI: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Township: Shrewsbury

COMMONWEALTH/STATE OF \_\_\_\_\_

SS.

COUNTY OF \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, and that being authorized to do so as such officer, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH/STATE OF \_\_\_\_\_

SS.

COUNTY OF \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, and that being authorized to do so as such officer, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

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COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF YORK

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared Arthur Rutledge, Chairman of the Board of Supervisors of Shrewsbury Township, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

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

My Commission Expires: