

PIDN \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

**SINGLE LOT DEVELOPMENT PLAN  
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  
Township of York, County of York, Pennsylvania, (hereinafter "Municipality");

**WITNESSETH**

**WHEREAS**, the Landowner is the owner of certain real property known as  
\_\_\_\_\_ (address) (hereinafter "Property").

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

**WHEREAS**, the Lot Development Plan approved by the Municipality (hereinafter referred to as the  
"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, his 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 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 Plan.
2. The Landowner shall operate and maintain the BMPs as shown on the Plan in good working order in accordance with the specific operation and maintenance requirements noted on said Plan.
3. The Landowner shall complete written reports for all inspections of the BMPs, shall maintain said reports for at least five (5) years, and shall make said reports available to the Municipality 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. The Municipality may inspect the BMPs at a minimum of once every three (3) years to ensure their continued functioning. Optionally, at its sole discretion, the Municipality may inspect the BMPs at more or less frequent intervals.
6. 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.
7. 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 ten (10) days of receipt of invoice from the Municipality.

- 8. 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 affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
- 9. 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 BMP(s) by the Landowner or Municipality.

This Agreement shall be recorded at 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, his administrators, executors, assigns, heirs, and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

(SEAL)

For the Municipality:

Signature \_\_\_\_\_

Elizabeth Heathcote, Township Manager

For the Landowner:

Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_ (City, Borough, Township)

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

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, whose commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, do hereby certify that \_\_\_\_\_ whose name(s) is/are signed to the foregoing Agreement bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, has acknowledged the same before me in my said county and state.

GIVEN UNDER MY HAND THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)

ATTEST:

\_\_\_\_\_ (City, Borough, Township)

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

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, whose commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, do hereby certify that \_\_\_\_\_ whose name(s) is/are signed to the foregoing Agreement bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, has acknowledged the same before me in my said county and state.

GIVEN UNDER MY HAND THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)