

**Township of West Hanover**

**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", whether one of more), and the TOWNSHIP OF WEST HANOVER, Dauphin County, Pennsylvania (hereinafter "Township");

**WITNESSETH**

**WHEREAS**, the Landowner is the owner of certain real property as recorded by deed in the land records of Dauphin County, Pennsylvania, entered as Instrument No. \_\_\_\_\_, also being identified as Lot No. \_\_\_\_\_ on the Final Plan for \_\_\_\_\_ recorded in Dauphin County Plan Book \_\_\_\_\_, Volume \_\_\_\_\_, Pages \_\_\_\_\_, known as \_\_\_\_\_ Harrisburg, PA 17112 (hereinafter "Property").

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

**WHEREAS**, the SWM site plan approved by the Township (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 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 Stormwater BMPs as required by said Plan and the West Hanover Township 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 Plan in good working order in accordance with the specific maintenance requirements noted on the approved SWM site 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 the BMPs. 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. The Landowner may be subjected to the Penalties Section of the applicable Ordinance.
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 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.
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 BMPs by the Landowner or Township.
8. The Township may inspect the BMPs whenever necessary to ensure their continued functioning.

This agreement shall be recorded at the Office of the Recorder of Deeds of Dauphin 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 WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above, intending thereby to be legally bound.

WITNESS:

\_\_\_\_\_ (Witness)                      \_\_\_\_\_ (Landowner)

\_\_\_\_\_ (Witness)                      \_\_\_\_\_ (Landowner)

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA:

AND NOW this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_ known to me or personally proven, to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

(SEAL)  
COUNTY OF DAUPHIN:

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

COMMONWEALTH OF PENNSYLVANIA:

AND NOW this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_ known to me or personally proven, to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

(SEAL)

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

ATTEST:

BOARD OF SUPERVISORS  
TOWNSHIP OF WEST HANOVER  
DAUPHIN COUNTY, PENNSYLVANIA

By: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name: Brian K. Von Neida Print Name: Donald Steinmeier  
Print Title: Zoning & Planning Administrator Print Title: Secretary/ Treasurer

COMMONWEALTH OF PENNSYLVANIA:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared Donald Steinmeier, who acknowledged him/herself to be the secretary/ treasurer of WEST HANOVER TOWNSHIP BOARD OF SUPERVISORS, a Township of second class duly organized and existing under the laws of the Commonwealth of Pennsylvania, and that he/she being such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Township by him/herself as officer.

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

(SEAL)

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