

**Township of West Hanover
Operation & Maintenance (O & M) Agreement**

UPI No. _____

Stormwater Management Best Management Practices (SWM BMPs)

_____, Harrisburg, PA 17112

Development _____; Instrument No. _____

Lot No. _____

THIS AGREEMENT, made and entered into this day of _____, 20__, by and between _____ (hereinafter the "Landowner"), and West Hanover Township, Dauphin County, Pennsylvania, (hereinafter "Township");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property identified above as Lot. No. _____ of the Plan of _____, recorded at Dauphin County Instrument No. _____, (Lot # _____ - hereinafter "the Property").

WHEREAS, the Landowner is proceeding to build and develop 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 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.

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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 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 ten (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, occurrence 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 of 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/her/its administrators, executors, assigns, heirs, and any other successors in interest, in perpetuity.

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ATTEST/WITNESS:

Corporation/Business:

By: _____

By: _____

Name:

Title:

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:

WEST HANOVER TOWNSHIP

By: _____

By: _____

Name: Brian K. Von Neida

Name: Donald Steinmeier

Title: Zoning Administrator

Title: Secretary/Treasurer

ACKNOWLEDGMENT

COUNTY OF DAUPHIN:

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