

WEST HANOVER TOWNSHIP
DAUPHIN COUNTY, PENNSYLVANIA

ORDINANCE NO. 2019-2

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF WEST HANOVER TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA, ADDING EXHIBIT XIII OF CHAPTER 173 OF THE CODE OF WEST HANOVER TOWNSHIP. BE IT ENACTED AND ORDAINED BY THE BOARD OF SUPERVISORS OF WEST HANOVER TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA, AND IT IS HEREBY ENACTED AND ORDAINED BY THE AUTHORITY OF THE SAME AS FOLLOWS:

Section 1. The following amendments are hereby added to the West Hanover Township Code of Ordinances:

ADD Bold – New Language, deleted text

**Township of West Hanover
Development Agreement for S/LD**

DEVELOPMENT AGREEMENT FOR SUBDIVISION & LAND DEVELOPMENTS

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");

WHEREAS, Developer has applied, pursuant to the Township of West Hanover Subdivision and Land Development Ordinance, for approval of the following subdivision and/or land development plan (hereinafter referred to as the "Plan"):

Subdivision and/or Land Development Plan: _____

Prepared by _____ Twp ID # _____

Dated _____; Revised through _____ which Plan has been finally approved by formal action of Township Board of Supervisors on _____ which approval with conditions is attached hereto and marked Exhibit "A" and is incorporated herein; and

WHEREAS, Developer desires to obtain permits for the construction of buildings and other improvements as shown on the Plan and to present a portion of the said improvements to Township for dedication upon completion (hereinafter referred to as the "Dedicated Improvements"). The public improvements made the subject of this Agreement and the financial security posted by the Developer in compliance with Section 509 and 510 of the Pennsylvania Municipalities Planning Code (being, generally, all improvements designed to serve more than one building, unit, owner, lessee, or lot); are as follows: as shown on the Plan and set forth as Exhibit B hereto:

NOW, THEREFORE, it is agreed as follows:

I. **Improvements to be constructed by Developer**

1. Developer will construct, or cause to be constructed, at its own expense and without any expense or cost to Township in strict conformity with the Plan and the Township's requirements and specifications as modified by the Plan approval, all improvements as shown on the Plan; the said improvements to include all improvements depicted on the Plan and designed to serve more than one dwelling unit or lot.
2. All improvements, whether or not the same, are to be dedicated to the Township, shall be completed in a good and workmanlike manner in accordance with the Plan and specifications, and must be inspected by the Township Engineer periodically as set forth in the schedule established by the Township Engineer.
3. Final inspection prior to dedication or prior to the issuance of use and occupancy permits for dwelling units and non-dwelling units served thereby; whichever shall first occur, shall be made by the Township Engineer, Zoning Officer or appropriate Township Official, which final inspections shall be requested in writing by Developer upon completion of said improvements.

II. Conditions to be Met Prior to Commencing Construction of Improvements

1. No construction of improvements (e.g. footers, sanitary sewer, drainage, storm water management facilities, roads, sidewalks, public ped-paths, etc.) referred to herein, in connection with this project, shall be commenced until;
 - a. The Plan has been recorded according to law;
 - b. This Agreement is duly signed and delivered;
 - c. The Security Agreement is executed and funded in accordance with its terms;
 - d. All fees required by Ordinance, Resolution or Regulation of Township are paid (e.g. submission, engineering review fees, fee-in-lieu of park land dedication, legal, etc.);
 - e. All other requirements of the Township Ordinance and Regulations have been met;
 - f. All other agreements executed and/or contributions made as agreed to by the Developer; and
 - g. Certified copies of permits issued by all other agencies having jurisdiction of the development or any aspect thereof, have been provided to the Township (e.g. PENNDOT HOP or Signal Permits, WHT Water and Sewer Authority, DEP, FEMA, Dauphin County Conservation District, Army Corps of Engineers, etc.).
2. Upon compliance with the previous Paragraph II.1. hereof, Developer may obtain Zoning and Building Permits for buildings and improvements within the aforesaid Project.

III. Obligations of Developer During Period of Construction

It shall be the obligation of Developer to arrange in advance with the Township Engineer for inspection of the work related to improvements and in accordance with the Inspection Schedule in conjunction with the work progress, and Developer shall pay the cost of such inspection in accordance with Section VII of this agreement.

1. **Traffic Diversion, Road Excavation Permits, and Road Closures:** Developer agrees to maintain all traffic diversion and control devices in accordance with PA Department of Transportation Publications Nos. 203 and/or 203A. With respect to road openings and excavations, it is the obligation of the Developer to apply for all Road Opening Permits and provide appropriate financial security for the excavation work in the Township right-of-way in accordance with the Township's Street Excavation Ordinance. In cases where road closure (short term or long term) may be necessary, the PA Second Class Township Code requires proper notification and action by the Board of Supervisors, and it shall be the obligation and responsibility of the Developer to notify the Township in advance in order to permit the Township to initiate formal road closure action prior to the road closure.
2. With respect to any undedicated portion of the internal road system, Developer shall be responsible for all snow removal, street cleaning and similar maintenance.
3. It shall be the obligation of Developer to be responsible for all costs for public fire hydrants and electricity charges and lease payments for street lighting facilities prior to the completion and dedication of any undedicated internal road system, or until the Township may properly assess the Developer and/or property owners for the fire hydrant and street light services in accordance with the Second Class Township Code. It shall be the obligation of Developer to pay for these expenses directly to the respective utility service provider or as may be billed by the Township.
4. Where drainage facilities are designed to be permanently installed on any lot, the Developer shall include said facilities as a covenant running with the land whenever said lot is conveyed out of the Developer's title.
5. Developer shall, at all times, hold Township and Township Engineer harmless of any claims or suits, which any adjoining or neighboring property owners may bring on account of any conditions occurring on adjacent property, caused or alleged to be caused by conditions arising from the development of Developer's tract, such conditions including, but not limited to, drainage, stormwater, mud, dirt, or dust.
6. Developer agrees that it will comply fully with all Township Ordinances, Resolutions and Regulations in regard to the inspection of buildings and other improvements during the period of construction, including obtaining the required signatures of the inspectors on the placard(s) issued to the Developer. Developer agrees that it will obtain use and occupancy permits for all dwelling units and non-dwelling units prior to allowing said occupants to assume possession of the same. Developer further agrees that, in the event that Developer fails to comply with the provisions of this Agreement, Township may revoke all building permits previously issued and refuse to issue any additional building or occupancy or other permits and Developer will cease all construction within the Project until the Township requirements are met and that the Township may, additionally, avail itself or any other remedies allowed by law.
7. If Developer conveys individual lots from the plan after approval, or if Developer conveys a part of or the entire tract after approval, the terms of this Agreement shall bind all subsequent Grantees, and Developer hereby agrees to cause all of said terms to be incorporated in any deed of conveyance therefore. If Developer should violate any of the terms hereof at any time, Developer agrees that the Township may enforce the same by injunction proceedings in addition to any other appropriate legal action.
8. Developer shall and does release, indemnify, protect, and save harmless the Township and Township Engineer from all costs and expenses resulting from any and all loss of life or property, or injury or damage to any person or the property of any person, association of persons, or corporation including the parties hereto and their officers, agents and employees from and against any and all claims,

demands, or actions for such loss, injury, or damage, in any manner arising out of, resulting from or connected with the conduct of progress of construction or installation or improvements under this Agreement; provided that Developer shall have received from the Township prompt written notice of any such claim, demand, or action after notification to the Township by the injured party. The Township shall permit the Developer to defend any such action and the Township shall cooperate in any such defense at the cost of the Developer.

9. **Road Damages During Construction:** With respect to road damages caused from construction, landscaping, excavation and development of the site, it is the obligation of the Developer to maintain safe road conditions and eliminate and correct any road or street damage and unsafe conditions from construction vehicles and other activities, in accordance Chapter 170 of the Township Code of Ordinances and the following:
 - a. Developer agrees to provide a map or diagram illustrating all routes for construction vehicles that will be accessing site during the development of the project.
10. **Curbs:** Developer shall construct all curbs and curb depressions as shown on the Plan providing sufficient curb depressions for each building as shown thereon.
11. **Plantings:** Developer shall plant all trees, shrubs, lawns, and other landscaping materials as shown on landscaping plans filed with the Township and, in addition thereto, shall comply with all screening and buffering requirements of any other applicable West Hanover Township Ordinances. Developer shall remove all unauthorized plantings within the rights-of-way of the Township and refrain from the planting of any shrubbery or landscaping materials in any of the rights-of-way or intersection lines of sight as shown on the Plan.
12. **Signs:** Developer shall erect, in conformance with the Pennsylvania Department of Transportation ("PennDOT") and Township requirements, such street sign or signs, traffic control sign or signs, and no parking sign or signs within the area set forth on the Plan as shall be determined exclusively by the Township. Such signs shall be of the type, size, and construction designated by the Township and PennDOT approved and shall be paid for by the Developer. Developer shall erect all no parking signs required by the Township prior to the issuance of the certificate of use and occupancy for the first structure constructed on the area set forth on the Plan. Developer shall also pay for the cost of any traffic studies if required to be performed and any legal and advertising costs the Township incurs to enact the necessary traffic ordinances in connection with the erection of such signs, establishing speed limits, stop intersections, and other traffic control requirements mentioned in the Plan.
13. **Other Improvements:** The list of Dedicated Improvements contained herein is not intended to encompass all of the Dedicated Improvements required or shown on the Plan. Developer shall install, construct or supply all other improvements set forth on the Plan or required by County, State or Federal laws, ordinances, rules or regulations.
14. **Waste Materials and Maintenance of Sanitary Facilities During Construction:** Developer shall collect and properly discard all waste material, such as paper, cartons and the like, and shall prevent the same from being deposited, and then either thrown or blown upon the lands adjacent to the area encompassed by the Plan (the "Tract") or upon the Tract itself. In addition, Developer shall require that all contractors, subcontractors, and material suppliers shall comply with the provisions of this Paragraph. All rubbish and unused materials and tools shall be removed promptly from the Tract and, as work progresses, the Tract shall be carefully cleaned and kept clean of any rubbish or refuse. Developer shall maintain the Tract in a clean condition by removing all debris from the Tract

or otherwise disposing of such debris in an appropriate fashion and with the prior approval of the Township. If Developer or any of its contractors, subcontractors or material suppliers shall fail to comply with any of these conditions, the Township shall have the right to enter upon the Tract and perform such cleaning and disposal with its own employees or with its contractors, and the Township may draw upon Developer's Financial Security to reimburse itself for such expense.

15. **Wetlands:** Approval by the Township of the Plan shall not be construed as compliance with the provisions of federal or state laws or regulations regarding building, dredging or filling in areas which are or may be deemed to be wetlands within the jurisdiction of the U. S. Army Corps of Engineers, the United States Environmental Protection Agency or DEP.
16. **Open Space:** Except as may be specifically set forth on the Plan, Developer agrees that there shall be no construction, traffic or work on any open space area. Developer agrees that no dirt will be stockpiled on the open space, nor will the open space be altered from its original condition. No stumps, roots or debris will be buried in the open space. Developer agrees to do any necessary cleanup of the open space whether or not such land is proposed to be dedicated to the Township.
17. **Swales and Detention/retention Basins:** All swale and detention/retention basin construction required by the Plan to be done by Developer on the Tract or on the property of any third party shall be done prior to the construction or erection of any buildings or other improvements which will create water runoff intended to be controlled by any such swale or detention/retention basin. The construction of such swales or basins shall be done simultaneously with and in conjunction with the construction of other public or common improvements for the Development so that there can be a stabilization process before the erection and construction of any buildings.
18. **Boundary Markers:** The boundaries of the Tract shall be marked with permanent surveyor monuments. The monuments shall be placed at each corner of the Tract and in such additional locations as the shape of the Tract requires for clear designation of all boundary lines. In addition, the corners of all lots within the subdivision shall be "pinned" in a manner deemed sufficiently permanent by the Township Engineer. All such monuments and pins shall be placed by a registered surveyor and shall be visible when final grading has been completed and before any occupancy permit is issued. Developer shall provide the Township with a plan showing the accurate placement of said monuments and pins, which shall be certified by Developer's registered surveyor.
19. **Street Numbers:** Developer agrees that neither it nor its successors or assigns shall permit occupancy of any buildings erected on the Tract without placement of the address numbers of such buildings on the premises so erected. All such addresses and any street names shall first be approved by other applicable governmental agencies, such as Countywide Communications and/or the U.S. Postal Service.
20. **Occupancy Permits:** No structure shall be occupied until it and all of its appurtenances have been completed, all roads necessary for ingress and egress to the said structure have been completed to an extent which will permit unquestionable ease of access for emergency vehicles, and all of the other requirements of this Agreement and the Plan and other ordinances, laws, rules or regulations regarding such structure have been complied with, and the same have been inspected and approved by the Township, and the Township has issued an occupancy permit or permits therefor. Furthermore, no structure shall be occupied until provisions satisfactory to the Township Engineer have been made (including but not limited to seeding and sodding) to prevent runoff of rain water, melting snow, etc., from being discharged onto adjacent lands or onto the street or pavement and to prevent such runoff from coming onto said lot, street or pavement from other adjacent lands. The provisions of this Paragraph shall not prevent occupancy where the

asphalt base course of any roadway or easement is constructed to the extent required by the Township and Developer desires to delay the top surfacing of said roadway until the end of the term in which the improvements are required to be completed. All stormwater-related improvements to each lot and all stormwater-related improvements that are affected by stormwater entering or exiting each lot must be completed before occupancy of any building on that lot.

21. Failure to Proceed:

- a. If Developer fails to prosecute the work of the development with promptness and diligence, or fails in the performance of any of the provisions contained in this Agreement, the Township shall give to Developer written notice of such default. In the event Developer does not commence to correct such default within five (5) business days of such notice, and thereafter to diligently continue to correct such default, the Township shall have the right to secure materials of the quality and quantity required by this Agreement and the Plan and the necessary numbers of workers, mechanics, and the required equipment in the open market at the then current market prices, from any party or parties, to cure such default. Provided, however, if the Township shall determine that curing such default shall require the Township to undertake completion of the Dedicated Improvements, the procedures and time limits of Paragraph 22 shall apply. Additionally, it is acknowledged by Developer that Township may need to pay prevailing wages or have other restrictions on the completion of improvements that may cause additional costs. Developer agrees that those additional costs shall be added to the other costs to Township to be paid by Developer.
- b. Developer hereby grants to Township a temporary easement and right of way for purposes of entering upon the lands described in the Plan for purposes of the Township and the Township's agents implementing all rights of the Township under the MPC and under this Agreement.

22. Completion of Dedicated Improvements. If the Township secures workers, mechanics, and equipment in the open market to carry forward such work, the Township shall have the right to take possession of all materials, tools, appliances, and equipment on the Tract intended for use in the performance of this Agreement for the purpose of including them in the completion of the Dedicated Improvements, and Developer hereby assigns to the Township all of its right, title and interest in and to such materials, tools, appliances, and equipment for use in the completion of the Dedicated Improvements.

23. Workmanship: All workmanship and materials incorporated in the Dedicated Improvements shall be subject to inspection, examination, and testing at any time and at all times during the installation or construction and at any and all places where such installation or construction is carried on. The Township shall have the right to reject defective materials and workmanship; and such workmanship shall be satisfactorily corrected, and rejected materials, equipment, and other articles shall be replaced. If Developer fails to proceed at once with the replacement of rejected materials, equipment or articles or the correction of any defective workmanship, the Township may proceed with the work as provided in this Paragraph.

24. Insurance/Indemnification: Developer agrees to defend, indemnify and hold harmless the Township and its officers, agents, and employees from and against all claims, damages, liability, losses, and expenses, including attorneys' fees and costs of investigation, arising out of or resulting from (a) the performance of the work on the Tract, (b) the approval of the Dedicated Improvements and the Plan, (c) the granting of any permit or approval, (d) the rough grading and final grading of the land within the Tract, and (e) as a result of any water or storm drainage runoff from the Tract. Developer assumes all risks and shall bear all loss resulting from any injury to property or persons

occasioned by neglect or accident during the progress of development of the Tract. Developer shall obtain and maintain, at all times during the course of construction, comprehensive general liability insurance with minimum limits of liability with respect to bodily injury of at least \$500,000.00 for each person, \$1,000,000.00 for each occurrence, and \$250,000.00 with respect to property damage for each occurrence. The said insurance shall contain a provision prohibiting its cancellation by the carrier without thirty (30) days' prior written notice of such cancellation to the Township. Prior to the commencement of any construction, Developer shall deliver to the Township a certificate issued by an insurance company, reasonably satisfactory to the Township, indicating that Developer has obtained comprehensive general liability insurance in accordance with the provisions of this Agreement, that the Township has been named as an additional insured, and that premiums for the said insurance have been paid in advance for the entire period covered by said insurance. At least thirty (30) days prior to the expiration date(s) of the said insurance, Developer shall deliver to the Township a certificate of insurance indicating that the said policy or policies have been renewed and that the premiums for the renewal period have been paid in advance. During the construction period, Developer shall have the right to substitute other insurance policies containing the same provisions as the original policies, provided however, that all such policies shall be in a form and issued by insurance companies reasonably acceptable to the Township, and the Township shall at all times be indicated as an additional insured.

25. Date of Completion:

- a. Developer shall complete all of the Dedicated Improvements on or before _____. In the event that the Dedicated Improvements are not completed by such date, or in the event that Developer is otherwise in default of this Agreement, then any undrawn funds remaining under the Financial Security shall, upon draw by Township, be paid to Township. Upon such payment, such funds shall be used and applied by Township for the purposes of paying the cost of completing the Dedicated Improvements and for such other costs as are described herein. In completing said Dedicated Improvements, Township may, at its option, have such Dedicated Improvements completed by Developer or by independent contractors or by Township employees or by any combination of the foregoing, as Township may elect.
- b. The Dedicated Improvements shall not be deemed to be completed until Township accepts by resolution the Certificate of Final Completion issued by the Township Engineer certifying that the Dedicated Improvements have been satisfactorily completed in accordance with the terms of this Agreement. This Certificate of Final Completion shall be signed by Developer, the Township Engineer, and the Township Secretary.
- c. In the event that Developer requires more than _____ year(s) to complete the required Dedicated Improvements, the Township may adjust the amount of Financial Security by comparing the actual cost of the Dedicated Improvements which may have been completed and the estimated cost for the completion of the remaining Dedicated Improvements as of the expiration of the ninetieth (90th) day after the date scheduled for completion of the Dedicated Improvements. Developer shall provide additional Financial Security, if necessary, in order that the posted Financial Security shall equal one hundred ten (110%) percent of the cost of completing the required Dedicated Improvements as reestablished at that time.

26. **Snow Removal:** During the period of construction and occupancy, Developer shall keep the roads cleared of snow and ice. In default thereof, the Township will at its option contract for the removal of snow as the Township deems necessary to make the roads passable, and Developer shall reimburse the Township for the expense thereof. If Developer fails to provide snow removal service and fails to reimburse the Township for providing or contracting for such service, the

Township may draw upon Developer's Financial Security to reimburse itself for all costs incurred. The removal of snow by the Township prior to acceptance of the roads shall not be considered an acceptance thereof.

IV. Dedication

1. When the installation of the Dedicated Improvements described hereinabove and to be dedicated to the Township shall have been fully completed and approved by the Township Engineer and the Township Manager in accordance with the Pennsylvania Municipalities Planning Code, Act 247, and applicable Ordinances of the Township of West Hanover, Developer shall tender to the Township the following:
 - a. Deeds of Dedication, in customary form satisfactory to the Township Solicitor and Township Engineer dedicating said public improvements to the Township, including but not limited to a legal description of the improvements to be dedicated and located within a public right-of-way and accompanying maps with metes and bounds delineated;
 - b. A certificate of title insurance or other proof of clear title satisfactory to the Township Solicitor; and
 - c. A maintenance bond with approved surety and in satisfactory form, if not previously furnished, or an escrow deposit of cash or securities, or an approved letter of credit from a reputable lending institution in the amount of fifteen (15%) percent of the cost of the improvements for a further period of eighteen (18) months in accordance with Article VI below.
2. Prior to acceptance of dedication, the following must occur:
 - a. Township shall have received from Developer all sums due and owing as security deposits, fees, reimbursement, or otherwise under the provisions of this Agreement.
 - b. All documents required by Paragraph II (1) hereinabove shall have been prepared, executed and delivered in a form approved by the Township Solicitor.
 - c. Within six (6) months of the completion of all of the Dedicated Improvements and all of the structures to be constructed pursuant to the Plan, Developer shall cause its registered professional engineers to certify the Plan and supply "as built" plans to the Township for all streets, Township owned sewers, storm water management facilities, and all Dedicated Improvements.

V. Security Agreement for Construction of Improvements

The Security Agreement referred to in Article II hereof shall be completed and executed or, in the case of escrow funds, funds deposited with the Township, sufficient in amount to guarantee the performance of this Agreement and the installation of all Public Improvements whether or not they are to be dedicated, together with all administrative and inspection costs incurred by the Township. Preparation of the Security Agreement and/or escrow funds, or other means of financial security will be prepared in accordance with the Pennsylvania Municipalities Planning Code, Act 247, and provisions set forth in the West Hanover Township Subdivision and Land Development Ordinance.

VI. Maintenance Guarantee of Improvements

Upon acceptance of such deeds of dedication with respect to the Dedicated Improvements and final inspections with respect to the public improvements, Developer shall maintain all of the said improvements

in good order and repair for a further period of eighteen (18) months and shall repair said improvements as the Township Engineer or Board of Supervisors may in good faith determine to be necessary by reason of inadequate, improper or defective construction, workmanship or materials.

1. No transfer of ownership of the subject property or any portion thereof shall in any way relieve Developer of responsibility for completion of the improvements in accordance with the terms of this Agreement nor affect in any way the rights of Township under the Security Agreement executed contemporaneously herewith; Developer's heirs, administrators, successors and assigns shall be bound by the provisions of the Paragraph and the terms of this Agreement.
2. Developer, for itself, its successors and assigns, by execution of this Agreement does agree with Township, its successors and assigns, that the obligations undertaken herein by Developer shall be covenants running with the land and that in any deed of conveyance of the said site or any part thereof to any person or persons, said obligations shall be incorporated by reference to this Agreement as fully as the same are contained herein. Pursuant thereto, it is agreed by the parties hereto that this Agreement may be recorded in the Office of the Recorder of Deeds of Dauphin County, Pennsylvania.

VII. Payment of All Fees to the Township – Inspection Fee Escrow Account

Developer agrees to pay all review and inspection fees related to the installation and construction of improvements (public and private) as approved in the final plan. At the time the Developer submits an approved improvement guarantee, or prior to the recording of the final plan, the Developer shall establish with the Township an "inspection fee escrow account" in the amount of 2% of the total improvement guarantee amount, or an agreed upon amount for improvements to be installed. The inspection fee escrow account will be used to pay for all Township inspection engineering fees associated with the improvement guarantees, including fees associated with computations, spreadsheets, letters and coordination, which may be required by the Township or requested by the Developer during the course of installing and construction improvements. Should the inspection fee escrow account be fully depleted or lowered with significant remaining improvements yet to be installed, the Developer agrees to replenish this account within 15 days upon written request from the Township. The Developer agrees to pay all invoiced amounts directly, or the developer may permit the Township to deduct appropriate inspection charges from the established inspection fee escrow account. If the Developer has not paid invoiced inspection charges within thirty (30) days of the date of the invoice, the Developer agrees and permits the Township to deduct inspection fees from the inspection fee escrow account. Upon completion of all improvements and inspections related thereto, any funds remaining in the inspection fee escrow account shall be returned to the Developer.

VIII. Confession of Judgment

1. Developer agrees that in the event of any default under the terms of this Agreement, Township may cause judgment to be entered against Developer, and for that purpose DEVELOPER AUTHORIZES AND EMPOWERS THE TOWNSHIP OR ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS ONE OR MORE JUDGMENTS AGAINST DEVELOPER AND AGREES THAT TOWNSHIP MAY COMMENCE AN ACTION PURSUANT TO THE PENNSYLVANIA RULES OF CIVIL PROCEDURE FOR THE RECOVERY FROM DEVELOPER OF ALL DAMAGES, COSTS, AND EXPENSES PROVIDED FOR HEREIN, AS WELL AS FOR INTEREST AND COSTS AND ATTORNEYS' FEES, FOR WHICH AUTHORIZATION TO CONFESS JUDGMENT THIS AGREEMENT, OR A TRUE AND CORRECT COPY THEREOF, SHALL BE SUFFICIENT WARRANT. SUCH JUDGMENT MAY BE CONFESSED AGAINST DEVELOPER FOR THE AMOUNT OF DAMAGES, COSTS, AND EXPENSES PROVIDED HEREIN, AS WELL AS FOR INTEREST, COSTS, AND AN ATTORNEYS' COMMISSION IN THE AMOUNT OF FIFTEEN (15%) PERCENT OF THE FULL AMOUNT OF THE TOWNSHIP'S CLAIM AGAINST DEVELOPER. Notwithstanding the foregoing attorneys' commission, which is included for the purpose of establishing a sum certain in the event of confession of judgment,

the attorneys' fees recoverable by the Township shall not exceed the actual fees incurred by the Township. Neither the right to institute an action pursuant to said Pennsylvania Rules of Civil Procedure nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforesaid damages as they are incurred under the provisions of this Agreement.

2. In any proceeding or action to enter judgment by confession for money pursuant to the above paragraph, if the Township shall first cause to be filed in such action an affidavit or averment of the facts constituting the default, the occurrence of the condition precedent or the event, the happening of which default, occurrence or event authorizes and empowers the Township to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent or events, and if a true copy of this Agreement be filed in such procedure or action, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.
3. Developer hereby releases the Township and any and all attorneys who may appear for the Township from all errors in any procedure or action to enter judgment by confession by virtue of the warrant of attorney contained in this Agreement, and all liability therefor. Developer further authorizes the prothonotary or any clerk of any court of record to issue a writ of execution or other process and further agrees that real estate may be sold on a writ of execution or other process.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized officers, each intending to be legally bound hereby.

ATTEST/WITNESS:

Developer/ Corporation/ Business:

By: _____

Sign : _____

Print Name:

Title:

COUNTY OF _____ :

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:

Name:

Title:

Title:

ACKNOWLEDGMENT

COUNTY OF DAUPHIN:

COMMONWEALTH OF PENNSYLVANIA:

On this, the ____ day of _____, 20____, before me, a Notary Public, personally appeared _____ who acknowledged him/herself to be the _____, 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

[Added 03-09-2019 by Ordinance No. 2019-2]

Section 2. Saving Clause.

That nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby; nor shall any just or legal right or remedy or any character be lost, impaired or affected by this Ordinance.

Section 3. Date of Effect.

That the Secretary of West Hanover Township shall certify to the adoption of this Ordinance and cause the same to be published as required by law; and this Ordinance shall take full force and effect immediately upon final passage and approval.

ENACTED AND ORDAINED as Ordinance 2019- this 3rd day of September, 2019.

ATTEST:


Donald L. Steinmeier
Secretary

WEST HANOVER TOWNSHIP
BOARD OF SUPERVISORS


Kyle Miller
Chairman

SEAL

