

WHEN RECORDED MAIL TO:

**The Borough of Hanover
Department of Planning & Engineering Department
44 Frederick Street
Hanover, PA 17331**

Tax Parcel Number: _____

Property Address: _____

**OPERATION AND MAINTENANCE (O&M) AGREEMENT
STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs)**

THIS AGREEMENT, made and entered into this ____ day of _____2023 by and between _____, (hereinafter the (“Landowner”), and the Borough of Hanover, York County, Pennsylvania, (hereinafter "Borough")

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property more particularly described in that deed dated _____ and recorded in the Office of the Recorder of Deed in and for York County, Pennsylvania in Deed Book _____at page _____ which has a property address of: _____ (hereinafter "Property"); and

WHEREAS, the Borough, and the Landowner, his successors, and assigns, agree that the health, safety, and welfare of the residents of the Borough and the protection and maintenance of water quality require that onsite SWM BMPs be constructed and maintained on the Property; and

WHEREAS, the Landowner has submitted a SWM BMP Plan, attached hereto and made a part hereof and identified as Exhibit A, which provides for management of stormwater within the confines of the Property through the use of BMPs, which Plan has been approved by the Borough; and

WHEREAS, the Borough requires, through the implementation of the SWM BMP Plan (Exhibit A), that the SWM BMPs as required by said Plan and the Municipal Stormwater Management Ordinance be adequately operated and maintained by the Landowner, his successors and/or assigns, in accordance with an Operations and Maintenance Plan (O&M Plan). The O&M Plan is attached hereto and made a part hereof and identified as Exhibit B.

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 SWM BMPs in accordance with the approved Plan (Exhibit A) and in accordance with applicable industry standards and practices.
2. The Landowner shall operate and maintain the SWM BMPs as shown on Exhibit A in good working order in accordance with the specific operation and maintenance requirements set forth in Exhibit B.

3. The Landowner shall inspect the SWM BMPs at intervals outlined on the approved Plan or as set forth in Article VIII Section 310-34. of the Stormwater Management Ordinance (below), whichever inspection schedule is stricter.
 - a. Annually for the first five (5) years.
 - b. Once every two (2) years thereafter.
 - c. A report of all inspections shall be submitted to the Borough by the end of the calendar year in which the inspections were conducted.
 - d. All inspection records shall be maintained by the landowner or successor for a period not less than five (5) years from the date of the inspection and shall be made available to the Borough within five (5) calendar days of receipt of written request by the Borough.
 - e. The Borough or its designee may inspect all phases of the construction, operation, maintenance and any other implementation of SWM BMPs.
4. The Landowner hereby grants permission to the Borough, its authorized agents, and employees, to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the BMPs whenever the Borough deems it appropriate. Whenever possible, the Borough shall notify the Landowner prior to entering the property.
5. In the event the Landowner fails to operate and maintain the BMPs per paragraph two (2.), the Borough 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 Borough 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 Borough.
6. In the event the Borough, pursuant to this Agreement, performs work of any nature or contracts to have such work performed, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Borough for all such expenses (direct and indirect) incurred within ten (10) days of receipt of invoice from the Borough.
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 affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
8. The Landowner, its executors, administrators, heirs, assigns, and other successors in interests, hereby release the Borough its employees, agents, and representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the Borough, its employees, agents, and representatives as a result of the construction, presence, operation, existence, or maintenance of the BMP(s) by the Landowner or Borough.

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, his administrators, executors, assigns, heirs, and any other successors in interests, in perpetuity.

ATTEST:

Property Owner(s):

ATTEST:

BOROUGH OF HANOVER

By: _____
Margaret Lewis, Borough Manager

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF YORK :

ON THIS, the _____ day of _____, 2023, before me, the undersigned officer, personally appeared _____ of _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged that he/she/they executed the same for the purposes herein contained.

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

Notary Public (SEAL)

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF YORK :

ON THIS, the _____ day of _____, 2023, before me, the undersigned officer, personally appeared _____ of _____, and that he/she as such officer being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the _____ by himself/herself as such officer.

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

Notary Public (SEAL)

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF YORK :

ON THIS, the _____ day of _____, 2023, before me, the undersigned officer, personally appeared **Margaret Lewis**, Borough Manager of the Borough of Hanover, a Pennsylvania Borough, and that she as such officer being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the Borough by herself as such officer.

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

Notary Public (SEAL)

MY COMMISSION EXPIRES: