

**SEWAGE HOLDING TANK
INSTALLATION, OPERATION, AND MAINTENANCE
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20_____, by and between _____ and _____ of, _____, Pennsylvania, (hereinafter whether singular or plural, referred to as the "OWNER"), and the Township of Center, a township of the second class in Butler County, Pennsylvania, (hereinafter referred to as the "TOWNSHIP").

WHEREAS, Center Township is a second class Township with its business office located at 150 Henricks Road, Butler, Butler County, Pennsylvania, 16001;

WHEREAS, OWNER holds either equitable or legal title to certain real property located at _____, Center Township, Butler County, Pennsylvania, consisting of ___ acres, and more fully described in a deed recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania, at Deed Book Volume _____ Page _____ (or Instrument No. _____), and bearing Butler County Tax Map Parcel Number _____ (hereinafter referred to as the "PREMISES").

WHEREAS, OWNER, itself, or through its agents or subcontractors, their workmen or employees, over which it can and shall exercise control, intends to install a sewage holding tank upon the PREMISES for its exclusive benefit and utility;

WHEREAS, OWNER has applied to the TOWNSHIP for a sewage permit to install a sewage holding tank upon the PREMISES;

WHEREAS, under and pursuant to applicable law, the TOWNSHIP may be charged with the ultimate responsibility for the maintenance and operation of the holding tank and may in the future become liable for expenses directly attributable to the construction, operation, maintenance, pumping, or improvement of the holding tank, which expenses absent any other agreement might be borne by the TOWNSHIP; and

WHEREAS, the parties hereto desire to enter into an agreement regarding the funding for or guarantees of the construction, operation, maintenance, pumping, and improvement of or to the holding tank for the protection of the TOWNSHIP.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

1. TOWNSHIP shall, upon payment of the appropriate fee by OWNER, and upon OWNER supplying adequate information and certification to the TOWNSHIP that PREMISES and the use thereof are eligible for the use of a holding tank, permit OWNER to install a holding tank on the PREMISES.

2. For all time hereinafter, OWNER, for itself and its heirs, executors, administrators, and assigns, does hereby covenant and agree, for as long as the holding tank is in use and existence, to meet all requirements for operation and maintenance .as promulgated now or in the future by the TOWNSHIP or any federal or state legislative body, agency, or department, and further shall make all reports, do all monitoring and perform all inspections, tests, repairs, maintenance and/or improvements to the holding tank as may be required now or in the future.
3. OWNER hereby grants permission to the TOWNSHIP, its employees, agents or contractors, to conduct random/periodic inspections and tests on the sewage facilities and holding tank on the PREMISES. These inspections and tests may take place at any reasonable time and with any frequency as the TOWNSHIP deems appropriate.
4. OWNER shall post a bond with the Township in the amount of one thousand dollars (\$1,000.00) or one dollar (\$1.00) per gallon, whichever is greater. OWNER shall post a bond with the Municipality in the amount of \$_____. Said bond shall inure to the Township on the occurrence of either or both of the following:
 - a. In the event said temporary holding tank is not maintained according to the terms of this contract, the Township may use said bond to maintain temporary holding tank according to the terms of this contract.
 - b. In the event said temporary holding tank is removed by the Township either by consent of the OWNER or as the result of Court action, said bond shall be used by the Township to pay for the cost of said removal and for any legal costs incurred by the Township.
5. OWNER shall reimburse the Township, within thirty (30) days of receipt of the TOWNSHIP'S invoice, for all costs, fees and expenses incurred by the TOWNSHIP and directly attributable to the installation, operation, maintenance, pumping, improvement, removal, inspection and/or testing of the sewage facilities and temporary holding tank, it being understood that failure to do so results in violation of this agreement.
6. After removal of the holding tank from the PREMISES, OWNER may, not install/reinstall a sewage holding tank until it has applied for and been granted a new sewage permit for the installation the replacement tank.
7. The OWNER, for itself and its heirs, executors, administrators, and assigns, does hereby covenant and agree that it shall notify the TOWNSHIP, in writing, upon the transfer of legal or equitable title of any part or all of the PREMISES. The notice shall contain the name(s), address(es) and telephone number(s) of all transferees and shall be delivered to the Township within ten (10) days of the transfer.
8. OWNER hereby acknowledges receipt of a copy of the Township's current ordinances and resolutions regarding the permitting process, use of, fees and penalties for holding tanks and agrees to be bound by the terms thereof, as if the same were set forth at length herein; the ordinances and resolutions being incorporated herein by reference hereto.

9. This writing constitutes the complete and final agreement between the parties. Further, this agreement cannot be changed or modified in any way whatsoever unless such change or modification shall first be reduced to writing and signed by all parties hereto with the same formality as this instrument.
10. This agreement may be recorded by the TOWNSHIP at OWNER'S cost and expense in the *Office of the Recorder of Deeds for Butler County, Pennsylvania*.
11. For all time hereinafter, OWNER, for itself and its heirs, executors, administrators and assigns, does hereby covenant and agree to indemnify, defend and hold the TOWNSHIP harmless of and from all claims, suits, demands and expenses of every nature and description, including but not limited to administrative, court costs, and attorney's fees, that the TOWNSHIP may incur in connection with or by reason of the TOWNSHIP'S approval of and the installation, maintenance and operation of a holding tank on the PREMISES. OWNER'S obligations to indemnify, defend and save harmless TOWNSHIP, its officers, employees, attorneys and agents shall survive the termination/release of this agreement.
12. It is understood and acknowledged by the parties hereto that this agreement shall be enforceable by and against all parties hereto and by and against all subsequent grantees and owners of any interest in the PREMISES. The burdens, restrictions, duties and all obligations herein shall be binding upon, and all rights herein shall be enforceable against, any owner of all or part of the PREMISES. Any conveyance of the PREMISES, and any judgment mortgage and other line of every type which may be entered on or against the PREMISES or granted by or entered against any owner of all or part of the PREMISES shall be subject to all terms of this agreement. The terms of this agreement shall be enforceable in a court of equity or a court of law.
13. OWNER hereby certifies that the undersigned constitute all the legal or equitable owners of the PREMISES and the undersigned have full power and authority to enter into this agreement and so make this agreement enforceable against all owners of the PREMISES and all subsequent owners and grantees of the PREMISES.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

PROPERTY OWNER

TOWNSHIP OF CENTER

By: _____

By: _____

PHILIP B. WULFF
Chairman

By: _____

ATTEST:

(SEAL)

KAYLA R. MOSEY
Township Secretary/Treasurer

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF BUTLER :

On this, the ___ day of _____, 20___, before me a Notary Public, the undersigned officer, personally appeared **Philip B. Wulff, Chairman, Board of Supervisors**, known to me (or satisfactorily proven) to be the person whose name is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Notary Public

OWNER

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF BUTLER :

On this, the ___ day of _____, 20___, before me a Notary Public, the undersigned officer, personally appeared _____ and _____ **Owner**, known to me (or satisfactorily proven) to be the person whose name is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Notary Public