

HOLDING TANK MAINTENANCE AGREEMENT

BY AND BETWEEN EDEN TOWNSHIP (hereinafter referred to as 'TOWNSHIP') 489 Stony Hill Road, Quarryville, Pennsylvania 17566, Lancaster County, PA and _____ with an address of _____ (hereinafter referred to as "**APPLICANT**")

BACKGROUND

APPLICANT has applied to **TOWNSHIP** for a permit under the Sewage Facilities Act and regulations to install, maintain, operate, and use a holding tank for sewage collection at property to owns at _____, Eden Township. The request is necessitated by the fact

that **APPLICANT**

In order to not deprive **APPLICANT** of use of his or her property, **TOWNSHIP** is willing to issue **APPLICANT** a Holding Tank Permit, subject to Pennsylvania Department of Environmental Protection (hereinafter referred to as "DEP") approval, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby do agree as follows:

1. The Holding Tank Permit and approval plan revision must be approved by **DEP** and the Township Sewage Enforcement Officer.

2. The holding tank installed must meet the design standards set forth in applicable regulations (See 25 PA Code Section 71.63 as amended) and shall be approved as to conformance with said standards and installation on the site by the Township Sewage Enforcement Officer.

3. (A) **APPLICANT** shall deposit in escrow with **TOWNSHIP** the sum of Three Hundred Dollars (\$300.00) as security for proper maintenance of the holding tank and collection and disposal of its contents. **TOWNSHIP** shall have the right, without prior notice to **APPLICANT**, to draw upon said escrow to maintain the tank or empty its contents any time if, in its sole opinion, such action is necessary.

(B) **TOWNSHIP** shall have the right upon thirty (30) days written notice to demand the escrow be increased to such additional amount as it deems necessary to provide sufficient security for the proper maintenance of the holding tank.

(C) In the event **TOWNSHIP** shall ever draw upon the escrow, **APPLICANT** shall, upon ten (10) days written notice, provide **TOWNSHIP** with funds as are necessary to restore the escrow to such amount as shall then be in effect.

4. **APPLICANT** has procured and shall maintain continuously in effect a contract for the collection and disposal of the holding tank contents with a **DEP** approved holding tank hauler. A copy of the contract is attached to this Agreement

5. In the event **APPLICANT** shall be in violation of any of the provision of this Agreement, he shall within five (5) days' written notice from **TOWNSHIP** cease all use of the holding tank until such violation has bee abated to the **TOWNSHIP'S** satisfaction.

6. Reasonable legal, engineering and other costs incuITed by **TOWNSffip** in drafting, negotiating, and enforcing this Agreement shall be paid by **APPLICANT**.

7. **APPLICANT** agrees to, and shall, reimburse, indemnify, defend, and save harmless the **TOWNSHIP** from any liability, costs, and expenses which shall or may be incurred by the **TOWNSHIP** in actions to enforce compliance by **APPLICANT** or to remove the contents of the holding tank upon the default or failure of **APPLICANT** to perform or for any fines or penalties incurred by **TOWNSHIP** by reason of **APPLICANT'S** failure to comply with Ordinance No. 89-6, any properly enacted amendment thereto, or the laws and regulations of the Commonwealth of Pennsylvania.

8. Nothing in this Agreement shall be construed to waive or be in conflict with any provisions of the Sewage Facilities Act, its implementing regulations or other applicable laws but shall be construed to impose additional consistent requirements.

9. This Agreement shall be binding upon the parties, their heirs, successors, and assigns and is intended to be recorded to give notice to future owners of the property of the conditions upon use of the holding tank there located.

DATED this _____ day of _____ 20 ____

EDEN TOWNSHIP

Supervisor/Appointed Representative

APPLICANT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF LANCASTER)

SS:

On this, the ____ day of _____, 20____, before me
_____, the undersigned officer personally appeared
_____ known to me or satisfactorily proven) to the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged that he/she
executed the same for the purposed therein contained.

IN WITNESS WHEREOF, I have hereunder set my hand and notarial seal.

Notary Public