



**CENTER TOWNSHIP
INSTALLATION AND MAINTENANCE
AGREEMENT
FOR SMALL FLOW FACILITY**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between:

MUNICIPALITY OF CENTER TOWNSHIP, Butler County, Pennsylvania,(hereinafter referred to as "Municipality",

A N D

_____, of _____,
(hereinafter referred to as "Property Owner").

WITNESSETH:

WHEREAS, Property Owner is presently owner, either equitable or legal, of property located in Center Township, Butler County, Pennsylvania, being known as _____ [street address], Pennsylvania 16001, and is more fully described in the legal description attached hereto, made part hereof, and marked **Exhibit A**.

WHEREAS, Property Owner has requested the Board of Supervisors of Center Township to amend its Official Sewage Facilities Plan (otherwise known as the Act 537 Plan) so as to permit a small flow treatment facility (hereinafter "the System") to be installed and operated upon the aforementioned property of Property Owner described in Exhibit "A"; and

WHEREAS, the Municipality is willing to amend its Act 537 plan so as to provide for the Installation of the System upon the property provided that the Property Owner agrees to install, operate and maintain the System upon certain terms and conditions, more particularly set forth herein; and

WHEREAS, the Municipality and Property Owner desire to set forth the agreement between them with respect to the installation, operation and maintenance of the aforesaid System so as to ensure the safe and orderly operation of same.

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties hereto do agree as follows:

1. The System to be designed, installed, operated and maintained by Property Owner upon the property described in Exhibit "A". shall be in accordance with the design standards and requirements of the Pennsylvania Department of Environmental Protection hereinafter referred to as "DEP"). In addition to all other requirements, the design standards shall include the following:

a. Easy access for inspection and periodic maintenance shall be provided for all

treatment units. A readily accessible effluent sampling point, located at the discharge end of the chlorine contact tank shall be provided.

b. An alarm shall be provided for all pumps and aeration devices. Alarms shall include both visual and audible devices located so as to be readily noticeable by occupants of property. An appropriate high level alarm in the dosing tank and an alarm for the aeration motor (if used) are needed.

c. Reasonable vehicular access shall be provided to the System for periodic removal of sludge.

2. The System shall have received sewage facilities planning approval by the Municipality and DEP. Thereafter, required DEP permits must be obtained. No building or System construction may occur until a preconstruction meeting has been held with the appropriate municipal officials, the System contractor, the Property Owner and the factory representative if an aerobic treatment unit is used.

3. Upon completion of System installation and prior to System covering, the registered professional engineer for the Property Owner, designated municipal official (sewage enforcement officer (SEO), code enforcement officer (CEO) or certified sewage treatment plant operator) and factory representative if an aerobic treatment unit is used, shall conduct an inspection and certify in writing that the construction/installation of the facility is in conformance with the permit issued by DEP. Notice of facilities inspection shall also be given to DEP 72 hours prior to inspection. A copy of written certification signed by all parties will be sent to DEP within ten (10) days of completion of inspection. A service contract consistent with the requirements of the National Sanitation Foundation must be signed and a copy sent to DEP, when aerobic treatment units are used.

4. System inspections at least two times a year shall be conducted by a municipally employed SEO, CEO or certified wastewater treatment plant operator. Inspections shall include testing for an adequate chlorine residual at levels required by the DEP permit and collection of a sample for fecal coliform analysis. At least two municipal inspections will be conducted between April 1 and September 30 of each year. At least one inspection will be conducted during the remaining portion of the year. Bacteriological analysis must be by an EPA approved laboratory. Copies of all written inspection reports shall be retained with municipal records and one copy sent to DEP along with a copy of the lab results. Information shall be sent within ten (10) days of receipt of lab findings by the Municipality.

5. In the event Municipal or DEP inspections indicate the need for repair, replacement, and/or maintenance of any component part or all of the System in order to bring the System into compliance with DEP permit or regulations, the Property Owner shall complete such repairs, replacement and/or maintenance and obtain certification from the permittee's engineer or the Municipality's authorized representative that the work has been completed in accordance with appropriate standards. Certification must be provided within 30 days of the date of Municipal or DEP, notice.

6. In the event the Property Owner or his representative fails or refuses to achieve timely compliance with the provisions for System repair, replacement and/or maintenance as described in Paragraph 5, the Municipality shall have the right to enter upon the premises and to perform any repairs, replacement and/or maintenance with respect to the System, all of which shall be made at the cost and expense of the Property Owner. Municipal action to effectuate needed corrections shall occur no sooner than 30 days or later than 45 days after notice was sent to the permittee.

7. During the period of time when the System is inoperable and/or incapable of treating the discharged effluent so as to meet and/or exceed those standards of DEP as aforesaid, Property Owner shall make the necessary arrangements to remove said effluent and arrange for the appropriate disposition of same at a DEP permitted sewage disposal facility. In the event the Property Owner shall fail to make the necessary arrangements for the removal of said effluent, the Municipality shall have the right, upon forty-eight (48) hours written notice to Property Owner sent to the last known address by first-class mail, to enter upon the premises and cause said effluent to be removed. Where the Property Owner causes the effluent to be removed, he shall, upon request of the township, provide an agreement with a hauler providing for the removal and submission of all pumping receipts. The Property Owner agrees to continue hauling effluent until such time as the System has been properly certified as being operable by the Municipality or DEP.

8. It is expressly understood and agreed that this Agreement shall be recorded in the Office for the Recording of Deeds in and for the County of Butler and that this Agreement shall be binding upon Property Owner, their heirs, administrators, executors, successors, and assigns, including Property Owner's successor in title to the aforesaid lot which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Property Owner with respect to the operation of the System set forth in this Agreement would also "run with the land" and remain the obligation of the Property Owners successors in title.

9. The Property Owner agrees to pay the Municipality the recording of the Agreement as provided herein, and any and all costs incurred by Municipality for inspections, repairs, replacement, and/or maintenance of the System of its component parts or in the removal of effluent in accordance with the terms of this Agreement which costs shall be recoverable by the Municipality from the Property Owner. In the event the Property Owner, or her heirs, successors or assigns, shall fail to pay the Municipality for such costs or expenses, the Municipality shall institute suit against the said Property Owner in a civil action or cause a lien to be recorded on the property in accordance with the Municipal Lien Law for all costs and expenses incurred in the enforcement of this Agreement, including reasonable attorney fees. In order to secure the cost which may be incurred by the Municipality and which are recoverable as herein provided, the Property Owner shall deposit a sum equal to 50 percent (50%) of the cost of the System with Municipality at the pre-construction meeting. This bond shall be held by the Municipality in an interest bearing escrow account for a period of two (2) years; upon the expiration of the two (2) year period, the municipality shall release all monies on hand to the Property Owner with the exception of a sum equal to ten percent (10%) of the cost of the System which shall be held by the Municipality for the life of the system and without regard to whether ownership of the property shall change. Said sums may be used by the Municipality for System repair, replacement or for maintenance at the sole discretion of the Municipality.

Should the escrow fund being used, the property owner shall deposit such funds as are necessary to replace them. In the event the Property Owner, or her heirs, successors or assigns, shall fail to deposit such funds to replace those used, the Municipality shall have the right to recover said funds it has expended by a civil action against the Property Owner, or her heirs, successors or assigns, or by causing a lien to be recorded on the property in an amount equal to the sums required to be deposited.

10. It is expressly understood and agreed that nothing contained herein shall be construed to waive, effect or alter any requirements of the Zoning, Land Development and Subdivision or other Ordinances of the Municipality and nothing contained herein empowers any Municipal officer or employee to waive any requirements of such Ordinances. It is expressly understood and agreed that installation of the System upon the property does not constitute approval for any land development of the property.

11. Property Owner, for herself, her heirs, administrators, executors, successors and assigns, shall at all times hold the Municipality harmless from any claims, suits, legal expenses or Judgments which may be brought against the Municipality or against any municipal officials, agents and employees for the inspection, permitting, consultation, construction or operation of any prior on-lot system or the proposed system or against any Municipal officials and employees and/or against the Property Owner or any of their successors in title for any adverse conditions causally and directly related to the operation by Property Owner of the System. The Property Owner shall have the duty to defend the Municipality, its officials and employees against any claim or suit made by any person who alleges that adverse conditions have been caused by the operation by the Property Owner of the System. In the event the Property Owner fails to undertake the defense of the Municipality as to any such claim and the Municipality is required to enter upon its own defense, Property Owner shall reimburse the Municipality for any expenses it may incur, including legal fees, engineering fees and other expert witness fees and shall pay any Judgment rendered against the Municipality as a result of such suit. As to damages alleged to have been caused by reason of the operation of the System, Property Owner shall have the right and option to join the Municipality in the defense and/or compromise of such claim and Property Owner shall only be required to pay those damages and expenses for which the Property Owner agrees to pay, it being the express understanding of the parties hereto that the Property Owner shall not be responsible for any conditions occurring that cannot be demonstrated to be due to the operation and/or malfunction of the System installed by the Property Owner. In the event the Property Owner, or their heirs, successors or assigns, shall fail to pay the costs, legal fees, other expenses or damages as herein provided and the Municipality is required to pay same, the Municipality shall have the right to recover said funds it has expended either by a civil action against the Property Owner, or their heirs, successors or assigns, or by causing a lien to be recorded on the property in an amount equal to the sums required to be expended.

12. Property Owner agrees to provide to the Municipality a complete set of "as-built" plans for the aforesaid System as finally approved by DEP or any other governmental agency having jurisdiction thereof.

13. If title to property which is the subject of this Agreement is conveyed or transferred in any manner, the transferee (new property owner) shall provide the Municipality with the bond as herein required in Paragraph 9 before release of existing

financial security.

14. This Agreement shall insure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the parties hereto.

15. This Agreement contains all of the agreements of the parties respecting matters herein treated and there are no collateral, prior, or other agreements between the parties. Any subsequent changes or amendments hereto shall be effective only if reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first above written.

MUNICIPALITY OF CENTER TOWNSHIP

By: _____
RONALD E. FLATT, Chairman

Township Secretary

By: _____
Property Owner

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUTLER :

ON THIS, the _____ day of _____, 2008, before me a Notary Public in and for said State and County, personally appeared RONALD E. FLATT, who acknowledged himself to be the CHAIRMAN OF THE BOARD OF SUPERVISORS OF CENTER TOWNSHIP, BUTLER COUNTY, PENNSYLVANIA, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself as Chairman of the Board of Supervisors.

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

Notary Public

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF _____ :

ON THIS, the _____ day of _____, 2008, before me a Notary Public in and for said State and County, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

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

Notary Public

MY COMMISSION EXPIRES:

RECORDER MAIL TO:

Center Township
419 Sunset Drive
Butler, PA 16001