

Hamilton Township

Holding Tank Agreement

THIS AGREEMENT, made this _____ day of _____, 20____, by and between Hamilton Township, Adams County, with an office at 272 Mummerts Church Road, Abbottstown, PA (“Township”), and _____ (“Owner”).

WHEREAS, Owner is the owner of real property located at _____, (“Property”) which is within the Township; and

WHEREAS, Owner has submitted an Application for the construction and operation on the Property of a Holding Tank, which is an Individual Sewage System as defined by the Pennsylvania Sewage Facilities Act (35. P.S. § 750.2 – hereinafter the “Act”) and the regulations promulgated thereunder, which application has been found to be acceptable to the Township; and

WHEREAS, the Township has determined that the issuance of a permit for the construction and operation of a Holding Tank is proper, subject to the Owner’s agreement to comply strictly with certain terms and conditions of maintenance and operation of the Holding Tank as set forth in this Agreement, the Act, the Regulations, and the Township’s Holding Tank Ordinance.

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

1. The recitals set forth above are incorporated as part of this Agreement.
2. Upon review and approval of the Application and information submitted by Owner to Township in support of the Application, which approval shall be at the sole discretion of the Township, Township shall issue to Owner a Holding Tank Permit as provided by the Township Tank Ordinance.
3. Owner shall furnish, install, and maintain the holding tank on the Property in strict conformity with the Application, the Pennsylvania Sewage Facilities Act (the “Act”) and its implementing regulations, the Holding Tank Ordinance, the rules and regulations of the Township, and the terms and conditions of this Agreement. In the case that there is a conflict between the requirements of this Agreement and any requirement of any of the other cited requirements, the more stringent requirement shall be applicable.
4. Owner has provided the Township with a copy of a contract between Owner and a duly licensed hauler of sewage (the “Hauler Contract”), setting forth the name and contract information of the hauler, the name and contact information of the receiving sewage treatment plant, and including a requirement to empty the Holding Tank whenever it reaches 50% of its capacity. Upon the termination or expiration of the Hauler Contract, or upon failure of the Hauler to perform the Holding Tank services as required, Owner shall promptly enter into a new Hauler Contract with an approved sewage hauler so that service to the Holding Tank is not

interrupted, and shall notify the Township and provide a copy of the new contract within 10 days of its execution.

5. Owner shall provide to the Building Code Official of the Township, at least quarterly, copies of all hauling statements, bills of landing, or receipts evidencing the regular emptying of the Holding Tank. The originals thereof shall be retained for a minimum of three years and furnished on demand to any Township representative requesting them.

6. Owner agrees and covenants to allow the inspection of the Holding Tank and its appurtenances at any time, without prior notice, by any representative of the Township and for this purpose Owner hereby grants to the Township and its officials, agents, employees, contractors and representatives, without condition or reservation, the right to enter the Property at any time for the purpose of inspecting said Holding Tank, its appurtenant facilities and structures, and the surrounding property for purposes of determining compliance with the Holding Tank Ordinance, this Agreement, the Act, and the regulations thereunder.

7. Owner agrees that the Township shall annually inspect the Holding Tank and, upon presentation of an invoice for the cost of this annual inspection, shall pay such invoice within 30 days of receipt. Owner acknowledges that failure to pay the invoice for the annual inspection constitutes a violation of the Holding Tank Ordinance and may subject the Owner to revocation of the Permit and other penalties.

8. Owner acknowledges and agrees that the Owner's failure to correct a violation of any term or condition of this Agreement or of the Act, the Regulations, or the Holding Tank Ordinance within 10 days of the date of written notice by the Township of such violation shall constitute grounds for the immediate revocation of the Permit and may also result in other civil or criminal enforcement action under the Act or the Ordinance. Provided, however, that lack of such notice from the Township shall not be a license to violate, or a waiver of, any term or condition of this Agreement, the Holding Tank Ordinance, the Act or the Regulations, and Owner acknowledges his obligation to periodically inspect the holding tank and immediately correct any such violation and the any such violation if not promptly corrected shall be sufficient grounds for revocation of the Permit.

9. Owner has paid over to the Township an amount determined by the Township necessary to pay the costs of the Township's response action, which such amount is held in an Escrow Account by the Township and payable to the Township on demand for purposes as set forth in this Agreement. Owner agrees that if the Township, in its sole discretion determines that the amount in the Escrow Account is insufficient to serve as security for the proper operation and maintenance of the Holding Tank, the Owner shall, promptly upon notice from the Township and in no case more than 10 days after such notice, forward to the Township such additional funds as are required for deposit. Owner acknowledges that failure to maintain the Escrow Account at its proper level is a violation of the Holding Tank Ordinance and subject to penalties, including the revocation of the Permit.

10. Owner hereby agrees that the Township shall have the right, upon 24 hours prior oral or written notice, to enter Owner's property for the purposes of emptying, maintaining, repairing or

correcting any noncompliant condition of the holding tank in the event that the condition of the holding tank is found not to be in compliance with the Ordinance, this Agreement, the Act or the Regulations. In the event that the Township takes action to repair, maintain, empty or correct and noncompliant condition it may draw upon the Escrow Account to pay for such action without prior notice to the Owner. Upon the withdrawal of any funds from the Escrow Account, the Township shall notify the Owner who shall within 10 days remit the required amount to the Township to replenish the Escrow Account to its required level. In the event that the Escrow Account is insufficient to cover the costs incurred by the Township, Owner covenants to pay in full all additional costs incurred by the Township in the exercise of such right within 10 days of receipt of an invoice for such costs and that failure to pay such costs shall constitute a lien against said property.

11. Owner acknowledges and agrees that costs incurred by the Township as a result of the Owner's breach of this Agreement or of any provision of the Holding Tank Ordinance, including any reasonable attorney's fees, shall constitute a lien against the Property until satisfied.

12. This Agreement shall remain in effect until such time as the holding tank is removed and another form of sewage treatment is provided at the Property. This Agreement is between the Owner and the Township, is not assignable or transferable, and does not run with the land. In the event the Property is transferred to a new owner, the Owner covenants to notify the prospective purchaser of the existence of the holding tank pursuant to 35 P.S. § 750.7a (a.2) and further to notify the purchaser prior to such transfer that the new owner must enter into an agreement with the Township regarding the use of the Holding Tank on the Property and obtain a permit in order to use the Holding Tank subsequent to the purchase.

13. This Agreement shall be recorded cross-referenced with deed to the Property so as to serve as notice to prospective purchasers of the terms and conditions of this Agreement, the cost of recording to be paid by the Owner.

DEED recorded Adams County

Book _____ Page # _____

Holding Tank Agreement:

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.

Date: _____

Property Owner

Property Owner

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF ADAMS : SS

On this, the _____ day of _____, 20____. Before me, a Notary Public in and for the said County and Commonwealth, personally appeared _____, Chairperson of the Board of Supervisors of Hamilton Township, who being duly sworn according to law, deposes and says that he executed the withing Agreement, for the purposes therein contained as Chairperson of the Board of Supervisors of Hamilton Township.

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

Notary Public

My Commission Expires: _____

Holding Tank Agreement:

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written.

Date: _____

ATTEST

Stephanie A. Egger, Chairman Board of Supervisors