

**MT. PLEASANT TOWNSHIP
WASHINGTON COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2019-G

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF MT. PLEASANT
TOWNSHIP, WASHINGTON, COUNTY, PA, FOR THE PURPOSE OF ENTERING
INTO AN INSTALLATION AND MAINTENANCE AGREEMENT FOR A DRIP
IRRIGATION WASTEWATER DISPOSAL SYSTEM**

THIS AGREEMENT, made this 27th day of February, by and between the
Mount Pleasant Township, Washington County, Pennsylvania
(hereinafter called the "Municipality") and Gary Cowden (hereinafter called the
"Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is presently owner in fee simple of a part of a certain
track of land located in Hickory, Washington County, Pennsylvania, more fully described
in Instrument Number 201715809 and recorded in the office of Recorder of Deeds,
Washington County, Instrument Number 201715809. (hereinafter called the "Property").

WHEREAS, the Municipality is willing to implement Resolution No. 2019-G so as to
provide for the installation of Drip Irrigation Sewage Septic system (hereinafter known as
the "System") upon the Property provided that the Property Owner agrees to install,
operate, and maintain the System as per the terms and conditions more particularly set
forth herein.

WHEREAS, the Municipality and Property Owner desire to memorialize the agreements
reached between them with respect to the installation, operation and maintenance of the
System so as to insure the safe and orderly function of same.

NOW, THEREFORE, intending to be legally bound hereby and 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 the Property Owner upon the Property shall be in accordance with the design considerations contained in the permit issued for the system and the maintenance of the system shall be in accordance the wording in the Attachment to this Agreement (Exhibit A) and in accordance with requirements of Act 537, as amended, and the Department of Environmental Protection (hereinafter known as the "DEP") and the Washington County Sewage Council (hereinafter known as "WCSC") Sewage Enforcement Officer (hereinafter known as "SEO") as designated by WCSC.

2. The System plans shall be approved by the SEO as designated by the WCSC as to its design, construction and installation. The Consultant for the Property Owner shall certify to the Municipality and the SEO as designated by the WCSC that the design, construction and installation of the System and its "start-up" have been completed for the Property in accordance with the permits granted by the SEO as designated by the WCSC.

3. During the first two years of operation of the System, the maintenance shall be conducted by the manufacturer as outlined in their standard maintenance agreement. which has been approved by the DEP.

On and after the second year, for so long as the said system remains in effect, inspection, testing and certification as set forth in the Attachment to this Agreement (Exhibit B) and in accordance with requirements of Act 537, as

amended, and the Department of Environmental Protection (hereinafter known as the "DEP") and the Local Cooperative Sanitation Council (hereinafter known as "WCSC") Sewage Enforcement Officer (hereinafter known as "SEO") as designated by WCSC. The Property Owner shall be responsible for notifying the Municipality prior to any inspection of the System. The purpose of this notice is to allow the Municipality to have their representative present at the inspection. The fee for the WCSC's participation shall be set annually by the WCSC.

4. The Municipality is to receive a copy of all test reports submitted to the WCSC by or on behalf of the Property Owner. The System may be inspected by the SEO as designated by the WCSC or by the Municipality at its reasonable discretion and upon 24 hours notice to the Property Owner. The purpose of said inspection shall be to insure that the System is being properly maintained and operated and that all components are in good working order. The property owner shall be billed for and be responsible for payment of the fee for such inspections prior to the actual inspection.
5. In the event the report prepared by the SEO or the Municipality reveals that repair and/or replacement of any component part or all of the System is necessary in order to bring the system in compliance with DEP regulations, the Property Owner shall obtain a repair permit application from the WCSC/Municipality and complete such repairs and/or replacement and shall obtain certification from the SEO that the repairs and/or replacements have been made in accordance with design specifications within thirty (30) days of the date the report or inspection is made known to the Property Owner by written notification, sent by certified mail.

6. In the event the Property Owner fails or refuses to conduct the testing required herein, or to comply with the recommendations of the Municipality, or the SEO with respect to the repair and/or replacement of the System or any part thereof, the Municipality shall have the right to enter upon the premises, conduct said inspections, and perform any and all necessary repairs or replacements with respect to the System, all of which shall be made at the cost and expense of the Property Owner. Prior to entering upon the premises and conducting its own inspection or performing any repairs or replacement of the System or its component parts, the Municipality shall provide to the Property Owner seven (7) days advance written notice of its intention to enter upon the premises for these purposes. The Property Owner shall have the right to comply with the terms of this Agreement within that seven (7) day period. Any notices required by the terms of this Agreement shall be sufficient if sent to the Property Owner's last known address by registered mail. Failure of the Property Owner to pay for the costs and expenses of any inspections, repair or replacement of the system or its component parts performed by the Municipality or its agents may result in the filing of a municipal lien against the property for any such inspections, repairs or replacements and the costs of filing such liens plus attorney fees.
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 the SEO as aforesaid, the Property owner shall make the necessary arrangements to remove said effluent and arrange for the appropriate disposition of same at a properly certified and licensed sewage disposal facility.

The Property owner shall, upon request of the Municipality, provide an agreement

with a hauler, providing for such the removal and indicating both his license number and the proposed place of disposal. The septage pumpers/haulers must be consistent with the Solid Waste Management Act (35 P.S. pgf 6018.101 – 6018.1003). The Property Owner agrees to continue hauling effluent to the proposed place of disposal. The Property Owner agrees to continue hauling effluent until such time as the System has been properly certified as being operable by the WCSC or a qualified consultant retained by the Municipality at the Property Owner's expense.

In the event the Property Owner shall fail to make the necessary arrangements for the removals of said effluent, the Municipality shall have the right, upon forty eight (48) hours written notice to Property Owner, to enter upon the premises and cause said effluent to be removed. The costs of such removal shall be that of the Property Owner. Failure to pay for same shall result in suit and/or municipal lien for the amount due, plus costs and attorney fees.

8. It is expressly understood and agreed that this Agreement or a Memorandum thereof shall be recorded in the Office of the Recorder of Deeds in and for the County of Washington, Pennsylvania, and that this Agreement shall be binding upon the Property Owner, their heirs, administrators, executors, successors in title to the Property, 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 shall also "run with the land" and remain the obligation of the Property Owner's successors in title. Any obligation incurred by the Property Owner or any of the Property Owner's successors in title to pay any costs incurred by Municipality under the

terms of this Agreement shall remain the obligation of the Property Owner and shall become the obligation of any successors in title. It shall be the sole responsibility of any successor in title to determine whether any such obligations are outstanding prior to transfer of the title.

9. The Property Owner agrees to pay the Municipality;
 - a. At the time of execution of this contract, a nonrefundable sum of \$ 100.00 for administration, the recording of the Agreement as provided herein, and for any and all other administration costs incurred by the Municipality in accordance with the terms of this Agreement. In the event the Property Owner or Permittee, or his, her or their heirs, successors or assigns, shall fail to pay said sum, this agreement shall be null and void.
 - b. At the time of application for Zoning Permit and/or Building Permit, the sum of \$ 1000.00 wherein said money shall be held by the Municipality. Said sum may be used by the Municipality for system repair, replacement or maintenance at the sole discretion of the Municipality. Should this escrow fund fall below the sum of \$1000.00 as a result of its use by the Municipality, the Property Owner shall deposit sufficient sums so as to bring the amount to \$1000.00 within thirty (30) days of demand. At the expiration of two (2) years from the issuance of the Zoning Permit and/or Building Permit, the Municipality shall retain ten (10%) percent of the initial cost of the equipment and installation as reported by the Permittee's registered engineer in the Escrow Fund and the

balance thereafter shall be refunded to the Property Owner or Permittee, as the case may be. Thereafter, the said ten (10%) percent as retained by the Municipality shall be kept in a noninterest bearing account and shall be maintained for the life of the System. In the event that there are insufficient monies in the Escrow Fund so as to provide the ten (10%) percent as stated above, the Property Owner shall pay upon demand a sum necessary to equal said amount. Any and all monies kept in said account shall be used by the Municipality within its discretion for System repair, replacement or maintenance which shall be in addition to and not in limitation of requiring the Property Owner to pay the same. In the alternative, as opposed to retaining said to (10%) percent, the Property Owner may furnish a performance bond in a penal sum equaling the Escrow Amount as set forth above which otherwise meets all statutory requirements of the Commonwealth of Pennsylvania and in a form that is satisfactory to the Municipality.

- c. Furthermore, in the event that the Property Owner or his heirs, successors and/or assigns should fail to properly maintain, repair and/or replace the System, or otherwise fail to perform according to the Rules and Regulations of the DEP and/or the Ordinance of the Municipality and/or the provisions of this Agreement, the Municipality, in its sole discretion, may institute against the said Property Owner and/or assigns 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 any rule, regulation, ordinance and the like for all costs and expenses incurred including reasonable attorney's fees. Therein, said

action or actions by the Municipality will be in addition to the forfeiture of a Bond and/or Security otherwise posted.

- 10 It is expressly understood and agreed that nothing contained herein shall be construed to waive, affect or alter any requirements of the Zoning, Land Development and Subdivision or other Ordinances of the Municipality and nothing contained herein empowers and Municipality 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 subdivision, land development or change of use on the property without the appropriate procedures required by Municipal ordinance and laws of the Commonwealth of Pennsylvania.
11. The Property Owner, for themselves, their heirs, administrators, executors and 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 and Municipal officials and employees for any adverse conditions indirectly or directly related to the operation of the System. The aforesaid indemnification shall be conditioned upon notification of the Property Owner by the Municipality within thirty (30) days of the Municipality's receipt of a claim and/or suit. The Property Owner shall have the duty to defend the Municipality, its officers and employees against any claim or suit made by any person who alleges that adverse conditions have been so caused by 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, the Property Owner shall reimburse the Municipality for any expenses it may incur, including, but not limited to, legal fees, engineering fees and expert witness fees and shall pay any judgment rendered against the Municipality as a result of such suit. In the event the Property Owner fails 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 the monies it has expended by suit against the Property Owner in a civil action by causing a lien to be placed against the Property in an amount equal to the total costs expended or by implementation of both remedies as the Municipality so chooses.

- 12 Property Owner agrees to provide to Municipality, without costs, a complete set of plans for the System as finally approved by the SEO and/or any other governmental agency having jurisdiction thereof and copies of all results from test required under the terms of this agreement.

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

Ray M. Conder

Property Owner

Date: 2-28-19

Property Owner

Notary:
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Erin Sakalik, Notary Public
South Strabane Twp., Washington County
My Commission Expires Aug. 29, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Sworn to and Subscribed
this 28th day of FEB, 2019

Erin Sakalik
Notary Public

Erin Sakalik

Secretary/Treasurer

Gary Farner

Gary Farner, Chairman

Date: 2/27/19

Don Reed

Don Reed, Vice Chairman

George Rice

George Rice, Supervisor

Notary:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Erin Sakalik, Notary Public
South Strabane Twp., Washington County
My Commission Expires Aug. 29, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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Erin Sakalik
Notary Public

INSTALLATION AND MAINTENANCE AGREEMENT FOR A DRIP IRRIGATION
WASTEWATER DISPOSAL SYSTEM

EXHIBIT A

The following minimum maintenance shall be performed every six months by the LCSC/Municipality or otherwise specified by the Agreement. These items are required by the DEP regulations,

Chapter 72.25(h)

- a. Septic tanks, dose tanks and recirculating sand filters shall be inspected for structural integrity, inlet and outlet baffles, electrical connections, operation of pumps, central control unit, hydraulic control unit, float alarms and aerobic unit if applicable.
- b. The high level alarm must be checked to determine how often it was activated. The flow rate for each zone that is designed for the specific system must be verified.
- c. The absorption area must be inspected for ponding of effluent at the observation ports and any downgradient seepage.