

**INSTALLATION AND MAINTENANCE AGREEMENT
FOR AN ALTERNATIVE SYSTEM
A/B SOIL SYSTEM WITHOUT ULTRA-VIOLET DISINFECTION**

This agreement, MADE THIS _____ DAY OF _____, 20_____,
by and between THE TOWNSHIP OF DINGMAN, PIKE COUNTY, PENNSYLVANIA,
(hereinafter the "Township") and _____
(hereinafter the "Property Owner").

WITNESSETH:

WHEREAS, Property Owner is presently equitable owner and hereafter will be owner in fee simple of a part of a certain tract of land located in Dingman Township, Pike County, Pennsylvania, otherwise known as _____
as more particularly described and depicted on the attached A/B Soil System plans drawn by:

WHEREAS, Property Owner has requested the Board of Supervisors of Dingman Township to execute this Agreement for the use of an Alternative Sewage Disposal System (hereinafter "A/B Soil System") to be installed and operated upon the aforementioned property of Property Owner; and

WHEREAS, the Township is willing to allow the installation of the A/B Soil 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 Township and Property Owner desire to memorialize the agreements reached between them with respect to the installation, operation, and maintenance of the aforesaid sewage disposal system so as to insure 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. No improvements, hereinafter referred to, in connection with this Project and Building Permit application shall commence until the sewage disposal system (herein "A/B Soil System") design has been approved and permitted by Dingman Township and the Township Sewage Enforcement Officer (SEO).

2. The A/B Soil System plans and operation manual with calculations shall be reviewed by the Township Sewage Enforcement Officer (SEO). The plans and manual shall include but are not limited to the following information:
 - a. Soils and soils testing locations with limiting zones noted.
 - b. Manufacturer's literature on all components and products used in A/B Soil System.
 - c. Elevations of all tanks.
 - d. Profile of A/B Soil System from house to end of last component.
 - e. Calculations of head curves for all pumps used in A/B Soil System.
 - f. Installation and component specifications and requirements.
 - g. Isolation distances shown on plans of absorption area to well, surface waters, dwellings, roads, driveways, property lines. In all cases, isolation distances shall be complied with as noted in the Pennsylvania Department of Environmental Protection's Alternate Systems Guidance and 25 Pa Code §73.13.
 - h. All water fixtures installed after date of this Agreement shall be low flow type.
 - i. Any other item(s) that the Township or Department of Environmental Protection deems necessary to obtain a permit for an A/B Soil System.

The Contractor/Property Owner installing A/B Soil System shall have the designer of the system or registered professional engineer certify to Dingman Township that all components installed are as specified in A/B Soil System plans. Contractor and/or owner shall further agree to meet with the Township SEO at least 14 days prior to the start of construction to discuss the inspection schedule for construction of the system and shall notify the Township SEO at least 3 days prior to the completion of the system so that a start up inspection of the system can be scheduled. Any deficiencies found affecting the quality of effluent shall be corrected prior to start up.

The following are the minimum operation, maintenance, and monitoring standards required that are to be scheduled and inspected by the Engineer retained by the Property Owner:

- a. Treatment tanks, dose tanks, and filters shall be inspected every six (6) months for structural integrity, inlet and outlet baffles, electrical connections, operation of pumps and inspection of the filter for ponding.
- b. The absorption area must be inspected every six (6) months for ponding of effluent at the observation ports and any down gradient seepage.
- c. The filter shall be maintained in accordance with the manufacturer's requirements, including replacement of the filter media at scheduled intervals as required by the manufacturer.

3. The Township is to receive a copy of all test and inspection reports by the sewage maintenance provider or property owner. The system may be inspected by the Township at any time to ensure it is being properly maintained and all components are in good working order.
4. In the event the report or test results prepared by the factory representative or engineer, or inspections by DEP or the Township indicates repair and/or replacement of any component part or all of the system in order to bring the system in compliance with DEP regulations, the Property Owner shall obtain a permit prior to making such repairs from Dingman Township to ensure that the repairs are made in accordance with DEP specifications within thirty days (30) of the date the report is issued. In any event, the Township reserves the right to take enforcement action against the Property Owner regarding the repairs during the thirty (30) day period if deemed necessary. Any and all costs incurred by the Township 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 Township from the Property Owner in the event the Property Owner, or his/her heirs, successors or assigns, shall fail to pay the Township for such costs or expenses, the Township shall institute suit against 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.
5. In the event the Property Owner fails or refuses to conduct the testing required herein, or to comply with the recommendations of its engineer, factory representative, Township, or DEP with respect to the repair and/or replacement of the system or any parts thereof, the Township shall have the right to enter upon the premises, conduct inspections, and to perform any 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 replacements of the system or its component parts, the Township shall provide Property Owner thirty (30) 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 thirty (30) day period. Any notice required by the terms of this Agreement shall be sufficient if sent to the Property Owner's last known address. However, the Township reserves the right to initiate enforcement action regarding the repairs during the thirty (30) day period if deemed necessary.
6. During the period of time when the A/B Soil System is inoperable and/or incapable of treating the discharged effluent so as to meet and/or exceed those standards of the DEP, 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. In the event the Property Owner shall fail to make the necessary arrangements for the removal of said effluent, the Township 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 and the cost of removal/disposal shall be paid by the Property Owner

within ten (10) days of mailing of an invoice for same. Property Owner shall, upon request of the Township, provide an agreement with a hauler providing for the removal of effluent. The Property Owner agrees to continue hauling effluent until such time as the system has been determined to be operable by the Township Sewage Enforcement Officer. The Township reserves the right to initiate enforcement action regarding the removal of effluent during the forty-eight (48) hour time period if deemed necessary.

7. It is expressly understood and agreed that this Agreement or a memorandum thereof shall be recorded by the Property Owner in the Recorder of Deeds Office in the County of Pike, Pennsylvania 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 A/B Soil System set forth in the Agreement would also "run with the land" and remain that obligation of the Property Owner's successors in title. Proof of this recording shall be delivered to the Township by the Property Owner. The Property Owner agrees to pay the Township the recording of the Agreement as provided herein in the event that it is not timely recorded by the Property Owner. 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 Township with the bond as herein required in Paragraph 9 before release of existing financial security.
8. It is expressly understood and agreed that nothing contained herein shall be construed to waive, affect or alter any requirement of the Sewage, Zoning, Subdivision and Land Development, and other Ordinances of the Township and nothing contained herein empowers any Township 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.
9. Property Owner, for themselves, their heirs, administrators, executors, successors, and assigns, shall at all times hold the Township harmless from any claims, suits, legal expenses or judgments which may be brought against the Township or against any Township Officials and employees and/or against the Property of any of their Successors in title for any adverse conditions casually and directly related to the operation by Property Owner of the system. The aforesaid indemnification shall be conditioned upon notification of Property Owner by the Township within thirty (30) days of the Township's receipt of a claim and/or suit. The Property Owner shall have the duty to defend the Township, its officials and employees against any claim or suit made by any person who alleges that adverse conditions have been caused by the Property Owner of the system. In the event the Property Owner fails to undertake the defense of the Township as to any such claim the Township is required to enter upon its own defense, Property Owner shall reimburse the Township for any expenses it may incur, including legal fees, engineering fees, and other expert witness fees and shall pay any judgment rendered against the Township as a result of such suit. In the event the Property Owner (his heirs or assigns) shall fail to pay the cost, legal fees, other expense or damages as herein provided and the Township is required to pay

same, the Township shall have the right to recover the moneys it has expended either by suing the Property Owner (his heirs or assigns) in Assumpsit's or by causing a lien to be placed on the property in an amount equal to the sums required to be expended.

10. Prior to occupancy of the residence the Property Owner agrees to provide to the Township a complete set of "as-built" plans for the aforesaid system.
11. The Property Owner agrees to reimburse the Township for any engineering review fees pertaining to the permitting or inspection of the sewage disposal system.
12. The Property Owner agrees to enter into the necessary contracts to maintain the individual components of the system as deemed necessary by the components manufacturer. 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.
13. The Property Owner recognizes that the fifty (50) foot wide downslope undisturbed landscape buffer is an intricate part of the sewage disposal system and agrees not to permit any activity in said buffer that would compact, saturate or damage the soil within the buffer area. The Property Owner does further agree to prevent vehicular traffic over the buffer area before, during and after construction; divert all water from gutters, downspouts, swales, sump pump discharges, stormwater runoff, and lawn sprinklers away from the buffer; site no sheds, pools, tents, picnic tables, or other objects in the buffer; and agrees not to excavate or grade any soil in the buffer area.
14. This Agreement contains all of the agreements of the parties respecting matters herein treated and there are no collateral, prior, or other agreements the parties. Any subsequent changes or amendments hereto shall be effective only if reduced to writing and signed by the parties hereto.

Property Owner

Property Owner

Date

STATE OF: _____

COUNTY OF: _____

On this, the _____ day of _____, 20____, before me,
the undersigned officer, personally appeared _____

known to me or (satisfactorily proven) to be the person(s) whose name is (are) subscribed to
the within instrument, and acknowledged that he/she executed the same for the purposes
therein contained.

Notary Public

DINGMAN TOWNSHIP SUPERVISOR

DATE

DINGMAN TOWNSHIP SUPERVISOR

DINGMAN TOWNSHIP SUPERVISOR

STATE OF: _____

COUNTY OF: _____

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

Notary Public

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the within
named Municipality is Dingman Township Board of Supervisors, 118 Fisher Lane Milford,
Pennsylvania 18337

Attorney for Dingman Township

PREPARED BY: Klemeyer, Farley and Bernathy
406 Broad Street
Milford, PA 18337