

TEMPORARY HOLDING TANK AGREEMENT
INSTALLATION, OPERATION, MAINTENANCE, INSPECTION, TESTING AND
REMOVAL AGREEMENT

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

OAKLAND TOWNSHIP, a municipal corporation, with its business office located
at 565 Chicora Road, Butler, Butler County, Pennsylvania 16001,

("TOWNSHIP"),

AND

_____, residing at _____,

("OWNER").

WHEREAS, OWNER presently owns and holds legal title to real property located at _____, Oakland Township, _____, Butler County, Pennsylvania, consisting of _____ acres, more or less, and more fully described in a deed recorded in the Office of the Recorder of Deeds, Butler County, Pennsylvania at Instrument Number _____ and identified as Butler County Tax Map and Parcel Number _____ (hereinafter referred to as the "Premises");

WHEREAS, OWNER, itself, or through its agents or subcontractors, their workmen or employees, over which it can and shall exercise control, intends to install a temporary sewage holding tank upon the PREMISES for its exclusive benefit and utility;

WHEREAS, OWNER has applied to TOWNSHIP for a sewage permit to install a temporary sewage holding tank upon the PREMISES;

WHEREAS, under and pursuant to applicable law, TOWNSHIP may be charged with the ultimate responsibility for the operation and maintenance of the temporary sewage holding tank and may in the future become liable for expenses directly attributable to the installation, operation, maintenance, inspection, testing and removal of the temporary holding tank, which expenses absent any other agreement might be borne by TOWNSHIP; and

WHEREAS, TOWNSHIP is willing to amend its Act 537 Plan to permit the installation and operation of the System upon the Premises; provided that OWNER agrees to install, operate, and maintain the facilities upon certain terms and conditions, more particularly set forth herein; and

WHEREAS, the parties hereto desire to enter into an agreement regarding the installation, operation, maintenance, inspection, testing and removal of the temporary sewage holding tank.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

1. TOWNSHIP shall, upon payment of the appropriate fees and posting of an appropriate bond by OWNER, and upon OWNER supplying adequate information and certification to TOWNSHIP that PREMISES and the use thereof are eligible for the use of a temporary sewage holding tank, permit OWNER to install a temporary holding tank on the PREMISES. Sewage permits for temporary holding tanks shall expire no later than eighteen (18) months from the date the permit was issued (and are not renewable) or within ninety (90) days of PADEP issuance of small flow treatment facility permit for the Premises.
2. Prior to issuance of the permit, OWNER shall post a cash bond with the TOWNSHIP in the amount of One Dollar (\$1.00) per gallon of holding tank capacity or One Thousand Dollars (\$1,000), whichever is greater. The deposit shall be held by TOWNSHIP in an escrow account for the life of the holding tank without regard to any future change in the ownership of the PROPERTY. If title to PROPERTY is conveyed or transferred in any manner, the new owner shall provide the TOWNSHIP with the required cash deposit before the TOWNSHIP releases the existing financial security.
3. For all time hereinafter, OWNER, for itself and its heirs, executors, administrators, and assigns, does hereby covenant and agree, for as long as the temporary holding tank is in use and/or existence, to meet all requirements for operation and maintenance as promulgated now or in the future by TOWNSHIP or any federal or state legislative body, agency, or department, and further shall make all reports, do all monitoring and perform all inspections, tests, repairs, maintenance and/or improvements to the temporary holding tank as may be required now or in the future.
4. OWNER hereby grants permission to TOWNSHIP, its employees, agents or contractors, to conduct random, periodic or, at a minimum, yearly inspections and tests on the holding tank located on the PREMISES. These inspections and tests may take place at any reasonable time and with any frequency as TOWNSHIP deems appropriate.
5. OWNER shall reimburse TOWNSHIP, within thirty (30) days of receipt of TOWNSHIP'S invoice, for all costs, fees and expenses incurred by TOWNSHIP and directly attributable to the installation, operation, maintenance, inspection, testing and/or removal of the sewage holding tank, it being understood that failure to do so results in violation of this Agreement.
6. OWNER shall, at all times, operate and maintain the sewage holding tank so that the tank will continue to function as designed.
7. Each time the temporary sewage holding tank is cleaned/pumped, OWNER shall provide TOWNSHIP, within five (5) days of completion, a copy of the pumping receipt.
8. OWNER, at its sole expense, shall abandon and remove the temporary sewage holding tank(s) from the PREMISES once the sewage permit has expired or been finally revoked or surrendered, or permanent tank(s) have been installed/reinstalled, unless the tank(s) is/are incorporated into the newly install/reinstalled facility.

9. If legal or equitable title of all or any part of the PREMISES is transferred during the time that a temporary sewage holding tank is in service, OWNER shall notify TOWNSHIP, in writing, within ten (10) days of the transfer. The notice shall contain, at a minimum, the name(s), address(es) and telephone number(s) of all transferees.
10. OWNER hereby acknowledges receipt of a copy of TOWNSHIP'S current ordinances and resolutions regarding the installation, operation, maintenance, inspection, testing and removal requirements for sewage holding tanks and agrees to be bound by the terms thereof, as if the same were set forth at length herein; the ordinances and resolutions being incorporated herein by reference hereto.
11. For all time hereinafter, OWNER, for itself and its heirs, executors, administrators and assigns, does hereby covenant and agree to indemnify, defend and hold TOWNSHIP harmless of and from all claims, suits, demands and expenses of every nature and description, including but not limited to administrative, court costs and attorney's fees, that TOWNSHIP may incur in connection with or by reason of TOWNSHIP'S approval of and the installation, operation, maintenance, inspection, testing and/or and removal of the temporary sewage holding tank on the PREMISES. OWNER'S obligations to indemnify, defend and save harmless TOWNSHIP, its officers, employees, attorneys and agents shall survive the termination/release of this Agreement.
12. It is understood and acknowledged by the parties hereto that this Agreement shall be enforceable by and against all parties hereto and by and against all subsequent grantees and owners of any interest in the PREMISES. The burdens, restrictions, duties and all obligations herein shall be binding upon, and all rights herein shall be enforceable against, any owner of all or part of the PREMISES. Any conveyance of the PREMISES, and any judgment mortgage and other lien of every type which may be entered on or against the PREMISES or granted by or entered against any owner of all or part of the PREMISES shall be subject to all the terms of this Agreement. The terms of this Agreement shall be enforceable in a court of equity or a court of law.
13. This writing constitutes the complete and final agreement between the parties. Further, this Agreement cannot be changed or modified in any way whatsoever unless such change or modification shall first be reduced to writing and signed by all parties hereto with the same formality as this instrument.
14. This Agreement may be recorded by TOWNSHIP at OWNER'S cost and expense in the Office of the Recorder of Deeds for Butler County, Pennsylvania.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be duly executed by duly authorized representatives as of the day and year first above written with intent to be legally bound hereby.

ATTEST:

Diana M. Foehringer
Secretary

(SEAL)

OAKLAND TOWNSHIP

By: _____
Shaun Krill
Chairman, Board of Supervisors

OWNER

Owner

