

**HOLDING TANK MAINTENANCE AGREEMENT**

This AGREEMENT is made the \_\_\_ day of \_\_\_\_\_, 2021 by and between EAST VINCENT TOWNSHIP, Chester County, Pennsylvania (hereafter referred to as the “Township” and \_\_\_\_\_, individuals (hereafter referred to collectively as “Owner”).

WHERE AS, Owner warrants that it is the owner in fee simple and equitable owner of a lot and Single-Family Home thereon situated in East Vincent Township, Chester County, Pennsylvania, the address of which is \_\_\_\_\_, and identified as Chester County Uniform Parcel Identifier No. \_\_\_\_\_ (the “Property”); and

WHERE AS, Owner wishes to install and use a holding tank on a temporary basis until weather permits the installation of the intended septic system to service the Property; **OR** to service the Property on a permanent bases as determined, recommended, and approved by the Chester County Health Department and

WHERE AS, East Vincent Township Ordinance No. 90 “Holding Tank Ordinance,” as amended by Ordinance No. 109 requires Owner to enter into this Agreement with Township, as well as a separate written contract with a qualified and responsible holding tank cleaner for the term of the holding tank permit, and further requires Owner to furnish to Township true and correct copies of all pumping receipts for cleaning or removing the contents of the holding tank within ten (10) days after the contents are pumped out.

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

1. This Agreement shall be considered a part of the holding tank permit granted to Owner of the Property.
2. Owner shall cause the holding tank to be maintained in accordance with East Vincent Township Holding Tank Ordinance No. 90, as amended.
3. Owner shall reimburse and indemnify Township for any liability, cost and expenses which shall or may be incurred by the Township in acts to enforce compliance by Owner with the terms of the East Vincent Township Holding Tank Ordinance or the terms of this Agreement, or to remove the contents of the holding tank, or the holding tank upon default or failure of the Owner to perform or for any fines incurred by the Township by reason of the Owner’s failure to comply with Township’s Holding Tank Ordinance, as amended or the laws and regulations of the Commonwealth of Pennsylvania.
4. Prior to grant of holding tank permit, and as a condition thereof, Owner shall post with Township a cash escrow account in the amount of \$1000.00, which shall be held by the Township until such time as use of holding tank has been discontinued. The purpose of the escrow account shall be to assure Owner’s performance of all obligations under the

Township Holding Tank Ordinance and under this Agreement. The amount post shall be used to correct any default by Owner or shall be returned to Owner at such time use of the holding tank is discontinued, provided that the Owner shall have removed the contents of the holding tank and performed all other obligations required hereunder and by applicable Department of Environmental Protection of Chester County Health Department (“CCHD”) regulations, in connection with discontinuance of use of the holding tank. In view of the amount involved, as well as the extra administrative burden that would be imposed upon the Township to account for and disburse same, no interest shall be payable on the funds being deposited, and Owner hereby waives any right Owner may have to such interest. Further, the Township shall not be required to hold the deposited funds in a separate escrow account and may not commingle the funds with other funds held by the Township for similar purposes.

5. No construction of the holding tank shall commence until it has been approved by the CCHD, and all necessary permits and approvals from any agency having jurisdiction over the sewage system for the Property have been received, and copies of said permits and approvals have been provide to the Township.
6. The Owner hereby grants unto the Township a perpetual, non-exclusive easement over the Property for the purpose of inspection, and to allow Township access in the event the Township should determine that any maintenance, repair or replacement must be performed to the system.
7. In the event that any inspection by any governmental agency having jurisdiction over the holding tank reveals that any repairs or replacements of any part or all of the holding tank is required, the Owner shall immediately make any repair or replacement as required. In the event that the Owner fails to commence and complete any such repair or replacement within seven (7) days of receipt of written notice to do so (or such other reasonable time as may be warranted by the nature of the repair or replacement required), the Township may undertake said repairs or replacement at the sole cost and expense of the Owner. Nothing herein, however, shall obligate the Township to perform maintenance obligations on behalf of the Owner. In the event the Township shall undertake such maintenance, the Township may assess the Owner for the Township’s expense in undertaking such maintenance, including but not limited to all reasonable attorneys’ fees and interest as provided by law, and other costs incurred by the Township. Township shall have the right, in addition to any other rights available hereunder or at law or in equity, to impose a municipal claim against the Property, and enforce the same to the extent permitted by law.
8. Upon execution of this Agreement by Owner, Owner shall deliver to Township a written contract between Owner and a qualified and responsible holding tank cleaner for the term of the holding tank permit, which contract shall provide for a timely and regular removal of the contents of the holding tank by the holding tank cleaner; and for the removal of the said contents to an appropriate disposal site for final disposition; and a certified copy of a written contract between the holding tank cleaner and the disposal site proving the holding tank cleaner with the right to dispose of the holding tank contents.
9. As soon as weather permits, for all temporary holding tank Agreements, Owner shall cause the permanent septic system to be installed on the property and shall cause the temporary holding tank to be removed from the property in accordance with all applicable laws, ordinances and regulations.

10. The Owner shall reimburse the Township for all reasonable attorney's fees incurred in connection with this Agreement, including but not limited to legal fees for the negotiation, preparation, recording, interpretation and enforcement of this Agreement and related instruments and legal documents, and for the cost of recording this Agreement and the cost of recording any other instruments required under the provisions of this Agreement.
11. Owner acknowledges having received and read a copy of the East Vincent Township Holding Tank Ordinance, as amended, including the fines and penalties provided under that Ordinance, and agrees to comply with all terms thereof.
12. All parties signing as Owner shall be jointly and severally liable to Township for all obligations of "Owner" under this Agreement.
13. Owner releases the Township from any loss or liability arising from installation of a holding tank on the Property and from any failure or inability of Owner to complete installation of a septic system on the Property.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned has set their hands and seals on the date above written.

ATTEST:

\_\_\_\_\_

PROPERTY "OWNERS":

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

EAST VINCENT TOWNSHIP:

By: \_\_\_\_\_