

RESOLUTION NO. 2010 – 5

RESOLUTION OF THE BOARD OF SUPERVISORS OF WEISENBERG TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA APPROVING AN ON-LOT SEWAGE MANAGEMENT AGREEMENT REQUIRED IN THE FUTURE FOR ANY PROPERTY OWNERS CONSTRUCTING AN ON-LOT SEWAGE SYSTEM IN THE TOWNSHIP.

WHEREAS, the Pennsylvania Department of Environmental Protection (“DEP”) has promulgated rules and regulations with respect to on-lot sewage systems; and

WHEREAS, one of the conditions is the execution of a Maintenance Agreement between the property owner and the Township which establishes the property owners’ responsibility for operating and maintaining the system and the responsibility of the Township for oversight of the system; and

WHEREAS, the Township wishes to comply with this condition by adopting a Maintenance Agreement in compliance with this regulation for use in the Township.

NOW, THEREFORE, BE IT RESOLVED, that the On-Lot Sewage Management Agreement attached to this Resolution is hereby adopted as the On-Lot Sewage Management Agreement to be executed by property owners applying for a permit to construct an on-lot sewage system in the Township.

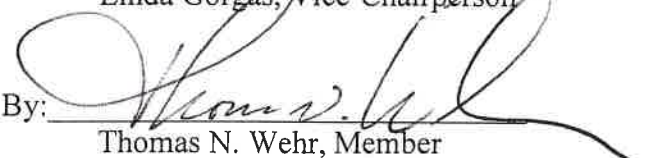
Date: 7/12/2010

By: 
Robert G. Milot, Chairman

ATTEST:

By: 
Linda Gorgas, Vice-Chairperson

By: 
Donald P. Breininger, Secretary

By: 
Thomas N. Wehr, Member

ON-LOT SEWAGE MANAGEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between WEISENBERG TOWNSHIP, a township of the second class organized and existing under the laws of the Commonwealth of Pennsylvania, 2175 Seipstown Road, Fogelsville, Pennsylvania, 18051 (the "Township"), and _____, their successors and assigns, heirs, executors and administrators (the "Owner").

WHEREAS, the Owner is presently owner of a certain tract of land located at _____, Weisenberg Township, Lehigh County, Pennsylvania (the "Property"); and

WHEREAS, the Owner desires an on-lot sewage system (the "System") that requires routine and scheduled operation and maintenance be installed and operated upon the Property; and

WHEREAS, the Township is willing to allow the installation of the System upon the Property provided that the Owner agrees to operate and maintain the System upon the terms and conditions imposed by the Township and more particularly set forth below.

NOW, THEREFORE, the parties mutually agree as follows:

1. The Owner shall obtain prior to installation of the System, a permit from the Township Sewage Enforcement Officer in accordance with Township Ordinance 75-2 and the rules and regulations promulgated by the Pennsylvania Department of Environmental Protection (DEP).
2. Immediately after the first month of operation of the System and in accordance with the manufacturer's recommendations but not less frequently than every three (3) years thereafter, the Owner agrees to have a qualified maintenance contractor acceptable to the

Township inspect the System and provide the Owner and Township with a report signed by the maintenance contractor certifying that the System is operating in accordance with the permit and is in good working order. The maintenance contractor's report shall indicate the resolution of any deficiencies noted in the maintenance contractor's inspection or in any service or alarm call during the previous year.

3. The inspection by the maintenance contractor will include at a minimum, the manufacturer's recommended services and inspections for each separate component of the System. If a repair, replacement, alteration or additional maintenance is required, the Owner shall obtain a permit from the Township Sewer Enforcement officer before the maintenance contractor performs said repairs, revisions, alterations or additional maintenance. Copies of the repair permit and amended revised drawings detailing any revision or alteration shall be retained by the Owner and provided to the Township.

4. The Owner agrees to provide the initial pumping receipt to the Township within three (3) years after the final approval date of the sewage permit. The receipt shall provide that the septic system or aerobic tank has been pumped. At every pumping, the pumper/hauler or other qualified individual acceptable to the Township shall provide a signed report certifying that the systems and baffles in the tank have been inspected and are in good working order. The tank shall be pumped at least once in every three (3) year period after the initial period.

5. The Owner agrees not to introduce into the System harmful chemicals (including, without limitation, oil and grease, gasoline, antifreeze, pesticides, paints and thinners, industrial soaps and detergents, harsh drain and toilet bowl cleaners) and clogging bulky items (including, without limitation, sanitary napkins, diapers, paper towels, cigarette filters, cat litter,

plastics, eggshells, bones, coffee grounds.) The Owner also agrees to minimize garbage disposal use and to limit garbage disposal use to ordinary kitchen waste.

6. The Owner agrees that the System may be inspected by the Township at reasonable times to ensure it is being properly maintained and all components are in good working order. For this purpose, Owner authorizes the Township through its employees, agents or independent contractors, such as the Township Sewage Enforcement Officer, to enter upon the Property.

7. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Lehigh, Pennsylvania, and that this Agreement shall be binding upon Owner, their heirs, administrators, executors, successors and assigns, including Owner's successor in title to the Property which is the subject of this Agreement, it being the express understanding of the parties that, any and all duties and obligations of Owner with respect to the operation and maintenance of the System set forth in this Agreement shall run with the land and remain the obligation of the Owner's successors in title for as long as the System remains installed upon the Property, or until such time as the Township adopts a municipal wide management program which expressly supersedes this Agreement.

8. The Owner agrees to pay the Township a fee of Fifty Dollars (\$50.00) to set up and maintain a file for the System and further agrees to pay any and all costs and fees associated with the recording of this Agreement, and any and all costs incurred by the Township to enforce this Agreement, including fees of consultants, experts and attorneys or to inspect, repair, or maintain the System should the Owner fail to maintain the System according to this Agreement.

Such fee shall be paid prior to the issuance of the sewage permit, and may be modified by resolution of the Board of Supervisors.

In the event the Owner shall fail to pay the Township for such fees and costs, the Township shall have the right to institute a civil action against the Owner for all fees and costs incurred by the Township, including attorney fees, and/or cause a lien to be placed on the Property in the amount of such fees and costs.

9. The Owner, for themselves, their heirs, administrators, executors, successors and assigns shall at all times indemnify and save the Township, its officers, engineers and solicitors, appointees and employees, and its other agents, (hereinafter jointly and severally called the "Township" for purposes of this paragraph only) harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with loss of life, personal injury, or damaged property arising from or out of any occurrence in, upon, or at the Property or resulting from or in connection with the use, operation or maintenance of the System, or any obligation of the Owner under this Agreement. Owner shall, at Owner's sole cost and expense, defend any and all suits or actions which may be brought against Township, and shall pay all costs, expenses and attorney's fees paid by Township in connection with such litigation. In the event the Owner, or their heirs, administrators, executors, successors and assigns shall fail to pay the costs, legal fees, and other expenses or damages as herein provided, the Township shall have the right to recover such costs, legal fees and other expenses or damages either by suing the Owner, or their heirs, administrators, executors, successors and assigns in assumpsit, or by causing a lien to be placed on the Property in an amount equal to the sums referenced above. The provisions of this paragraph shall survive termination of this Agreement.

10. Nothing in this Agreement shall preclude or prevent the Township from enforcing the Sewer Permit Ordinance, Weisenberg Ordinance 75-2 when violations of that Ordinance occur. A copy of Ordinance 75-2 is available for review in the Township office.

11. The Township shall fully utilize the legal authority set forth in this Agreement it possesses through enabling statutes to effect the purpose of this Agreement.

12. All notices to be given by any party to the other must be mailed by certified mail, postage prepaid, to the addresses which appear in this Agreement, and if none are stated, to the last known address of the parties.

13. This Agreement contains the whole agreement between the parties and there are no other terms, obligations, covenants, representations, statements, oral or otherwise of any kind whatsoever.

14. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

15. This Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this

_____ day of _____, 20__.

ATTEST:

TOWNSHIP OF WEISENBERG
a Township of the Second Class
Organized and Existing under the laws of the
Commonwealth of Pennsylvania

By: _____
Chairman

Secretary

WITNESS:

Owner

Owner

STATE OF _____)
)
COUNTY OF _____) SS:

On this, the _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the Owners of such land, and that they, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing their names.

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

MY COMMISSION EXPIRES:

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF LEHIGH) SS:

On this, the _____ day of _____, 20____, before me, the undersigned (who is authorized to take this Acknowledgement), personally appeared Donald H. Lipson, Esquire, known to me or satisfactorily proven to be a member of the bar of the highest court of Pennsylvania, and certified that he was personally present when the foregoing On-Lot Sewage Management Agreement was signed by Robert G. Milot, Chairman, Board of Supervisors.

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

MY COMMISSION EXPIRES:

Notary Public