

RESOLUTION #03-16

INSTALLATION AGREEMENT  
FOR INDIVIDUAL WASTEWATER DISPOSAL SYSTEM

**THIS AGREEMENT**, made this 12<sup>th</sup> day of June, 2003 by and between **SOUTH MIDDLETON TOWNSHIP**, with offices at 520 Park Drive, Boiling Springs, Cumberland County, Pennsylvania 17007, (herein the "Township"); and **TRESSLER LUTHERAN SERVICES**, a Pennsylvania non-profit corporation with offices at 960 Century Drive, Mechanicsburg, Pennsylvania 17055 (herein the "Property Owner").

**WITNESSETH:**

**WHEREAS**, the Property Owner is presently owner in fee simple of a certain tract of land located off Mountain Road in South Middleton Township, Cumberland County, Pennsylvania more particularly described in Deed Book 22-S, Page 398, LOT 2 (the "Property"); and

**WHEREAS**, Property Owner has requested the Board of Supervisors of South Middleton Township to permit the installation and operation of a greenhouse evapotranspiration sewerage disposal system (the "System") on the Property; and

**WHEREAS**, the Township will incorporate the project into it's next update of its Act 537 Plan so as to provide for the installation of the 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 the Property Owner desire to memorialize the agreement reached between them with respect to the installation, operation and maintenance of the System so as to insure the safe and orderly operation of the 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 shall be designed, installed, operated, and maintained by the Property Owner upon the Property in accordance with the design considerations and regulations established by the Pennsylvania Department of Environmental Protection ("D.E.P").
2. The System shall be approved by D.E.P. as to its design, construction and installation. The engineer for the Property Owner shall certify to the Municipality and D.E.P. that the design, construction and installation of the System and its "start-up" have been completed for

the Property Owner in accordance with the permits granted by the Township.

3. During the first year of operation of the System, the Property Owner shall inspect the System at least quarterly, and at the request of the Township. The inspection shall be performed by a qualified inspector familiar with the operation of this type of system. The selection of the inspector shall be approved by the Township, which approval shall not be unreasonably withheld. This inspection shall be performed by an independent representative such as a consultant, municipal engineer, the operating company retained under contract by the Property Owner, a representative of D.E.P., or a municipal certified S.E.O. trained to inspect this type of equipment. All inspections and/or test reports must be sent to D.E.P.
4. The Township shall receive a copy of all test reports submitted to D.E.P. by or on behalf of the Property Owner. The Township at its reasonable discretion, and upon prior notice to the Property Owner, may enter the Property to inspect the System to ensure it is being properly maintained and that all components are in good working order. The Township shall provide to the Property Owner a report outlining the findings of any such inspection.
5. In the event that the report prepared by the factory representative or consultant, or inspections by D.E.P. or the Township indicates repair and/or replacement of any component part or all of the System is necessary to bring the System in compliance with D.E.P. regulations, the Property Owner shall complete such repairs and/or replacements and obtain a certification from its engineer that the repairs and/or replacements have been made in accordance with the report and that the System is working properly. Property Owner shall present the certification to the Township within thirty (30) days of the date the report is received by the Property Owner.
6. In the event the Property Owner fails or refuses to conduct the inspections required herein, or to comply with the recommendations of its engineer, factory representative, Township or D.E.P. with respect to the repair and/or replacement of the System or any part thereof, the Township shall have the right to enter upon the Property, conduct said inspections, and 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 Property and conducting its own inspection or performing any repairs or replacements of the System or its component parts, the Township shall provide Property Owner seven (7) days advance written notice of its intention to enter upon the Property 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 notice required by the terms of this

Agreement shall be sufficient if sent to Property Owner's last known address.

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 D.E.P. as aforesaid, Property Owner shall make the necessary arrangements to remove said effluent and arrange for the appropriate disposition of the 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 removals of said effluent, the Township shall have the right, upon forty-eight (48) hours written notice to Property Owner, to enter upon the Property and cause said effluent to be removed and properly disposed. Where the Property Owner causes the effluent to be removed, the Property Owner shall, upon request of the Township provide an agreement with a hauler providing for the removal and indicating both his license number and the proposed place of disposal. The Property Owner agrees to continue hauling effluent until such time as the D.E.P. or a qualified consultant retained by the Township at the Property Owner's expense has properly certified the System as being operable.
8. It is expressly understood and agreed that this Agreement or a Memorandum thereof shall be recorded in the Recorder of Deeds Office in and for the County of Cumberland, PA and that this Agreement shall be binding upon Property Owner, their heirs, administrators, executors, successors, and assigns, including Property Owner's successors in title to the Property, it being the express understanding of the parties that any and all duties and obligations of the Property Owner with respect to the operation of the System set forth in this Agreement would also "run with the land" and remain that obligation of the Property Owners' successors in title. The foregoing notwithstanding, any obligation incurred by Property Owner or any of the Property Owner's successors in Agreement shall remain the obligation of Property Owner or such successors in title despite any transfer by them of title to the Property.
9. The Property Owner agrees to pay the Township's annual fee for inspections of the System, (set at \$300.00 for the first year, to be reviewed and revised annually but not to be less than said amount, and not to increase more than 10% per year without the agreement of the Property Owner), and agrees that any costs incurred by the Township for inspections, pursuant to paragraph 6, repairs and/or replacement of the System, or its component parts, or in the removal of effluents in accordance with the terms of this Agreement, shall be recoverable by the Township from the Property Owner. In the event the Property Owner (or their heirs or assigns) shall fail to pay the township for all of the costs and expenses referenced herein, the

Township may sue the Property Owner in a civil action for reimbursement of all costs and expenses incurred, including reasonable legal fees, or the Township may, at its operation, cause a Municipal Lien to be filed and placed against the Property pursuant to the Pennsylvania Municipal Lien Law in an amount equal to the said costs and expenses, including but not limited to its reasonable legal fees. The annual fee shall be paid on or before the anniversary date of this Agreement.

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 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.
11. 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 for any adverse conditions casually and directly related to the operation of the System. The Township shall condition the aforesaid indemnification upon notification of Property Owner 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 System. In the event the Property Owner fails to undertake the defense of the township as to any such claim and the Township is required to enter upon its own defense, Property Owner shall reimburse the Township for any expenses it may incur, including reasonable 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 shall fail to pay the costs, reasonable legal fees, other expenses or damages as herein provided and the Township is required to pay same, the Township shall have the right to recover the monies it has expended either by suit against the Property Owner in a civil action or by causing a lien to be placed on the Property in an amount equal to the sums required to be expended.
12. Property Owner agrees to provide the Township a complete set of plans for the System as finally approved by D.E.P. or any other governmental agency having jurisdiction thereof and copies of all results from tests required under the terms of Paragraph 3 above.

13. Property Owner agrees to notify the Township within ten (10) days if there is a change of address.
14. If the Property Owner changes the use of the Property to a use which does not require the System, or if public sewer becomes available to the Property, the parties agree to execute and record a Termination Agreement and the rights and responsibilities of the parties under this Agreement shall end.
15. This Agreement was executed by the Township at a regularly scheduled meeting of the Board of Supervisors on the 12<sup>th</sup> day of June, 2003.
16. This Agreement may be executed in counterparts.

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

TOWNSHIP:

SOUTH MIDDLETON TOWNSHIP  
CUMBERLAND COUNTY, PA

ATTEST: Sandra A. Quickel  
Secretary

BY: [Signature]

PROPERTY OWNER:

TRESSLER LUTHERAN SERVICES

ATTEST: Patricia Bower

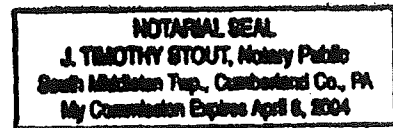
BY: [Signature]  
Richard M. Barger  
Executive VP/CFO

COMMONWEALTH OF PENNSYLVANIA :  
:SS.  
COUNTY OF CUMBERLAND :

On the 12<sup>th</sup> day of JUNE, 2003, before me, the subscriber, a notary public, in and for the said county and state, personally appeared Sandra QuickeI, Secretary of the said South Middleton Township, who being duly sworn according to law, says that she was personally present at the execution of the Agreement, and saw the seal of said Township duly affixed thereto; that the seal so affixed thereto is the seal of the said Township; that the Agreement was duly sealed and delivered by Thomas Faley, Chairman of the said Township, as and for the act and deed of the said Township, for the uses and purposes therein mentioned, and that the names of the deponent as Secretary and of Township, as Chairman of the Board of Supervisors of said Township, subscribed to the Agreement in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Sworn and subscribed before me, the day and year aforesaid with hand and Notarial seal.

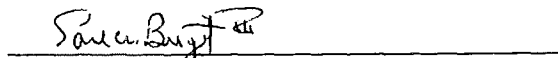
  
Notary Public

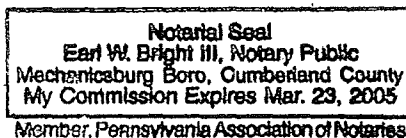


COMMONWEALTH OF PENNSYLVANIA :  
:SS.  
COUNTY OF CUMBERLAND :

On this 30 day of MAY, 2003, before me, a notary public, the undersigned officer, personally appeared Richard m. BARGEN, who acknowledged him/herself to be Executive VP / CFO of Tressler Lutheran Services, a Pennsylvania non profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as such officer.

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

  
Notary Public



20677 S. Middleton Twp

ROBERT S. ZIEGLER  
RECORDED OF DEEDS  
CUMBERLAND COUNTY

INSTALLATION AGREEMENT  
FOR INDIVIDUAL WASTEWATER DISPOSAL SYSTEM

JUN 13 AM 10 59

THIS AGREEMENT, made this 31 day of may, 200~~7~~<sup>5</sup> by and between THE MUNICIPALITY OF SOUTH MIDDLETON, Cumberland County, Pennsylvania, (herein the "Township"); and Barry Ciccocioppo and Andrea Ciccocioppo, their heirs and assigns (herein the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is presently owner in fee simple of a certain tract of land located in South Middleton Township, Cumberland County, Pennsylvania off Whiskey Spring Road.

WHEREAS, Property Owner has requested the Board of Supervisors of South Middleton Township to permit the installation and operation of a drip irrigation sewerage disposal system; and

WHEREAS, the Township is willing to amend its Act 537 Plan so as to provide for the installation of the 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 the Property Owner desire to memorialize the agreement reached between them with respect to the installation, operation and maintenance of the system so as to insure the safe and orderly operation of the 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 and as established by the Pennsylvania Department of Environmental Protection.
2. The system shall be approved by the Pennsylvania Department of Environmental Protection (hereafter "D.E.P.") as to its design, construction and installation. The engineer for the Property Owner shall certify to the Municipality and D.E.P. 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 D.E. P.

3. During the first year of operation of the system, there shall be an inspection at least quarterly by an authorized factory representative, consultant, municipal engineer, the contracted operating company retained under contract by the Property Owner or the municipal certified S.E. O. trained to inspect this type of equipment.
4. The Township is to receive a copy of all test reports submitted to D.E. P. by or on behalf of the Property Owner. The Township at its reasonable discretion may inspect the system and upon prior notice to the Property Owner to ensure it is being properly maintained and all components are in good working order.
5. In the event the report prepared by the factory representative or consultant, or inspections by D.E. P. 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 D.E. P. regulations, the Property Owner shall complete such repairs and obtain certification from the engineer that the repairs have been made in accordance with his specifications within thirty (30) days of the date the report is issued.
6. 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 D.E. P. with respect to the repair and/or replacement of the system or any part thereof, the Township shall have the right to enter upon the premises, conduct said inspections, and 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 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 notice required by the terms of this Agreement shall be sufficient if sent to Property Owner's last known address.
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 D.E.P. as aforesaid, Property Owner shall make the necessary arrangements to remove said effluent and

arrange for the appropriate disposition of the 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 removals of said effluent, the Township 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. Where the Property Owner causes the effluent to be removed, the Property Owner shall, upon request of the Township provide an agreement with a hauler providing for the removal and indicating both his license number and the proposed place of disposal. The Property Owner agrees to continue hauling effluent until such time as the D.E.P. or a qualified consultant retained by the township at the Property Owner's expense has properly certified the system as being operable.

8. It is expressly understood and agreed that this Agreement or a Memorandum ther4eof shall be recorded in the Recorder of Deeds Office in and for the County of Cumberland, PA and that this Agreement shall be binding upon Property Owner, their heirs, administrators, executors, successors, and assigns, including Property Owner's successors in title to the property, it being the express understanding of the parties that any and all duties and obligations of the Property Owner with respect to the operation of the system set forth in this Agreement would also "run with the land" and remain that obligation of the Property Owners' successors in title. The foregoing notwithstanding, any obligation incurred by Property Owner or any of the Property Owner's successors in Agreement shall remain the obligation of Property Owner or such successors in title despite any transfer by them of title to the property.
9. The Property Owner agrees to pay the Township's annual fee for inspections of the system, (set at \$300.00 for the first year, to be reviewed and revised annually but not to be less than said amount), and agrees that any costs incurred by the Township for inspections, repairs and/or replacement of the system, or its component parts, or in the removal of effluents in accordance with the terms of this Agreement, shall be recoverable by the Township from the Property Owner. In the event the Property Owner (or their heirs or assigns) shall fail to pay the township for all of the costs and expenses to sue the Property Owner in a civil action for reimbursement of all costs and expenses incurred, including legal fees, or the Township may, at its operation, cause a Municipal Lien to be filed and placed against the said property pursuant to the Pennsylvania Municipal Lien Law in an amount equal to the said costs and expenses, including but not limited to legal fees.

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 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.
11. 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 for any adverse conditions casually and directly related to the operation of the system. The township shall condition the aforesaid indemnification upon notification of Property Owner 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 suite made by any person who alleges that adverse conditions have been caused by the system. In the event the Property Owner fails to undertake the defense of the township as to any such claim and 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 shall fail to pay the costs, legal fees, other expenses or damages as herein provided and the Township is required to pay same, the Township shall have the right to recover the monies it has expended either by suit against the Property Owner in a civil action or by causing a lien to be placed on the property in an amount equal to the sums required to be expended.
12. Property Owner agrees to provide the Township a complete set of plans for the system as finally approved by D.E.P. or any other governmental agency having jurisdiction thereof and copies of all results from tests required under the terms of Paragraph 3 above.
13. Property Owner agrees to notify the Township within ten (10) days if there is a change of address.

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

SOUTH MIDDLETON TOWNSHIP  
CUMBERLAND COUNTY, PA

ATTEST: Sandra A. Quickel  
Secretary

BY: Barbara A. Wilson  
Township Manager

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CUMBERLAND

On the 31<sup>st</sup> day of MAY, 2008<sup>5</sup>, before me, the subscriber, a notary public, in and for the said county and state, personally appeared BARBARA WILSON, <sup>MANAGER</sup> Secretary of the said South Middleton Township, who being duly sworn according to law, says that she was personally present at the execution of the Agreement, and saw the seal of said Township duly affixed thereto; that the seal so affixed thereto is the seal of the said Township; that the Agreement was duly sealed and delivered by Thomas Foley, Chairman of the said Township, as and for the act and deed of the said Township, for the uses and purposes therein mentioned, and that the names of the deponent as Secretary and of Thomas Foley, as Chairman of the Board of Supervisors of said Township, subscribed to the Agreement in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Sworn and subscribed before me, the day and year aforesaid with hand and Notarial seal.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
J. Timothy Stout, Notary Public  
South Middleton Twp., Cumberland County  
My Commission Expires Apr. 27, 2008  
Member, Pennsylvania Association Of Notaries

PROPERTY OWNER

DATE: 5-31-05

BY: Bary M. Ciccio

DATE: 5-31-05

BY: Andrew M. Ciccio

Notary Public

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CUMBERLAND

On the 31 day of May 2005, before me, the subscriber, a notary public, in and for the said county personally appeared Bary M. Ciccio, and in due form of law acknowledged the above Ciccio Agreement to be their act and deed, and desired the same might be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Dawn M. Shughart

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
DAWN M. SHUGHART, Notary Public  
Boro of Carlisle, Cumberland County  
My Commission Expires Nov. 28, 2006

I Certify this to be  
In Cumberland County



JAN 19 2008

INSTALLATION AGREEMENT  
FOR INDIVIDUAL WASTEWATER DISPOSAL SYSTEM

**THIS AGREEMENT**, made this 24th day of January, 2008 by and between **THE MUNICIPALITY OF SOUTH MIDDLETON**, Cumberland County, Pennsylvania, (herein the "Township"); and

Clinton John Schwebach, his heirs and assigns (herein the "Property Owner").

**WITNESSETH:**

**WHEREAS**, the Property Owner is presently owner in fee simple of a certain tract of land located in South Middleton Township, Cumberland County, Pennsylvania wishes to install a Peat Option 1 using a shallow limiting zone at-grade absorption bed (Peat Option 1) located at \_\_\_\_\_

158 Old Town Road (address).

**WHEREAS**, Property Owner has requested the Board of Supervisors of South Middleton Township to permit the installation and operation of an Peat Option 1; and

**WHEREAS**, the Township is willing to amend its Act 537 Plan so as to provide for the installation of the 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 the Property Owner desire to memorialize the agreement reached between them with respect to the installation, operation and maintenance of the system so as to insure the safe and orderly operation of the 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 and as established by the Pennsylvania Department of Environmental Protection.

2. The system shall be approved by the Pennsylvania Department of Environmental Protection (hereafter "D.E.P.") as to its design, construction and installation. The engineer for the Property Owner shall certify to the Municipality and D.E.P. 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 D.E. P.
3. Operation and Maintenance inspections shall be ongoing through the life of the facility as per the following:

Peat filters require maintenance, including periodic replacement of the peat. The company's warranty must be attached to the permit application, permit, and purchase agreement. This warranty must clearly notify the property owner of the need to replace the peat within the life expectancy period established by the company and provide access for annual inspection. In addition, septic tanks, dosing tanks, and lift pumps shall be inspected every six months for structural integrity of the tank, inlet and outlet baffles, solids retainer, pumps, siphons and electrical connections. Aerobic tanks shall be inspected every six months for structural integrity of the tank, inlets and outlet baffles, buoyed solids retainer, pumps, siphons and electrical connections. The inspection and concurrent pumping of excess solids shall be conducted in accordance with manufacturer's and NSF requirements. In system configurations utilizing at-grade bed systems on site exhibiting limiting zones between 10 and 20 inches to seasonal high water table or 16 to 20 to rock, operation and maintenance shall comply with both the manufacturer's specifications and the following requirements.

- a. Disinfection units shall be inspected monthly by the property owner and every six (6) months by the maintenance entity established under Chapter 72, Section 72.25(h). The disinfection unit must be clean and be functioning within the specifications of the manufacturer. A qualified technician must determine if the unit meets or exceeds the published minimum standards in Part 7 of this guidance. Additionally, the UV tube must be replaced if it is found to be necessary during the inspection or at least annually.
- b. A laboratory shall test the discharge to the system for fecal coliforms, carbonaceous biological oxygen demand (CBOD), and suspended solids to determine compliance with Chapter 72 (relating to the administration of the sewage facilities permitting program). The sample must be taken following the disinfection unit. At least annually, a copy of these test

results, along with documentation of the most recent inspection of the system by the maintenance entity established under Chapter 72, Section 72.25(h), shall be sent to the local agency.

#### Ultraviolet tubes

Ultraviolet tubes must be replaced at least annually. To ensure that appropriate UV dose levels are maintained, a warning alarm must be installed to ensure prompt replacement of a burned-out tube. To ensure continued optical performance of the unit, an accurately calibrated ultraviolet intensity meter, properly filtered to restrict its sensitivity to the point of the disinfection spectrum, may also be installed in the wall of the disinfection chamber at the point of greatest water depth from the tube.

A spare UV tube and other necessary equipment must be available to allow prompt repair of the UV unit by qualified personnel instructed in the operation and maintenance of the equipment.

4. The Township is to receive a copy of all test reports submitted to D.E. P. by or on behalf of the Property Owner. The Township at its reasonable discretion may inspect the system and upon prior notice to the Property Owner to ensure it is being properly maintained and all components are in good working order.
5. In the event the report prepared by the factory representative or consultant, or inspections by D.E. P. 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 D.E. P. regulations, the Property Owner shall complete such repairs and obtain certification from the engineer that the repairs have been made in accordance with his specifications within thirty (30) days of the date the report is issued.
6. 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 D.E. P. with respect to the repair and/or replacement of the system or any part thereof, the Township shall have the right to enter upon the premises, conduct said inspections, and 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 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 notice required by the terms of this Agreement shall be sufficient if sent to Property Owner's last known address.

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 D.E.P. as aforesaid, Property Owner shall make the necessary arrangements to remove said effluent and arrange for the appropriate disposition of the 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 removals of said effluent, the Township 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. Where the Property Owner causes the effluent to be removed, the Property Owner shall, upon request of the Township provide an agreement with a hauler providing for the removal and indicating both his license number and the proposed place of disposal. The Property Owner agrees to continue hauling effluent until such time as the D.E.P. or a qualified consultant retained by the township at the Property Owner's expense has properly certified the system as being operable.
8. It is expressly understood and agreed that this Agreement or a Memorandum thereof shall be recorded in the Recorder of Deeds Office in and for the County of Cumberland, PA and that this Agreement shall be binding upon Property Owner, their heirs, administrators, executors, successors, and assigns, including Property Owner's successors in title to the property, it being the express understanding of the parties that any and all duties and obligations of the Property Owner with respect to the operation of the system set forth in this Agreement would also "run with the land" and remain that obligation of the Property Owners' successors in title. The foregoing notwithstanding, any obligation incurred by Property Owner or any of the Property Owner's successors in Agreement shall remain the obligation of Property Owner or such successors in title despite any transfer by them of title to the property.
9. The Property Owner agrees to have a qualified inspection agency inspect the system as per # 3 above.

10. The Property Owner agrees to pay the an initial escrow fee to the Township of \$300.00 to pay for any expense which the Township may incur, and agrees that any costs incurred by the Township for inspections, repairs and/or replacement of the system, or its component parts, or in the removal of effluents in accordance with the terms of this Agreement, shall be recoverable by the Township from the Property Owner. In the event the Property Owner (or their heirs or assigns) shall fail to pay the township for all of the costs and expenses to sue the Property Owner in a civil action for reimbursement of all costs and expenses incurred, including legal fees, or the Township may, at its operation, cause a Municipal Lien to be filed and placed against the said property pursuant to the Pennsylvania Municipal Lien Law in an amount equal to the said costs and expenses, including but not limited to legal fees.
11. 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 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.
12. 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 for any adverse conditions casually and directly related to the operation of the system. The township shall condition the aforesaid indemnification upon notification of Property Owner 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 suite made by any person who alleges that adverse conditions have been caused by the system. In the event the Property Owner fails to undertake the defense of the township as to any such claim and 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 shall fail to pay the costs, legal fees, other expenses or damages as herein provided and the Township is required to pay same, the Township shall have the right to recover the monies it has expended either by suit against the Property

Owner in a civil action or by causing a lien to be placed on the property in an amount equal to the sums required to be expended.

13. Property Owner agrees to provide the Township a complete set of plans for the system as finally approved by D.E.P. or any other governmental agency having jurisdiction thereof and copies of all results from tests required under the terms of Paragraph 3 above.
14. Property Owner agrees to notify the Township within ten (10) days if there is a change of address.

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

SOUTH MIDDLETON TOWNSHIP  
CUMBERLAND COUNTY, PA

ATTEST: Barbara A. Wilson  
Asst. Secretary

BY: Walter G. Reighard

SEAL

On the 24th day of January, 2008, before me, the subscriber, a notary public, in and for the said county and state, personally appeared Barbara A. Wilson Asst. Secretary of the said South Middleton Township, who being duly sworn according to law, says that she was personally present at the execution of the Agreement, and saw the seal of said Township duly affixed thereto; that the seal so affixed thereto is the seal of the said Township; that the Agreement was duly sealed and delivered by Walter G. Reighard, Chairman of the said Township, as and for the act and deed of the said Township, for the uses and purposes therein mentioned, and that the names of the deponent as Secretary and of Walter G. Reighard, as Chairman of the Board of Supervisors of said Township, subscribed to the Agreement in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Sworn and subscribed before me, the day and year aforesaid with hand and Notarial seal.

PROPERTY OWNER

DATE: 1-18-08

BY: *[Signature]*

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Notary Public

On the 18<sup>th</sup> day of Jan 2008, before me, the subscriber, a notary public, in and for the said county personally appeared Clinton S. Schurebach, and in due form of law acknowledged the above Agreement to be their act and deed, and desired the same might be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.

*Megan M. Laughman*

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Megan M. Laughman, Notary Public  
Conewago Twp., Adams County  
My Commission Expires Jan 9, 2011