

On-Lot Sewage Management Agreement

This Agreement, made this _____ day of _____, _____ by and between London Grove Township, Chester County, Pennsylvania (hereinafter the “Township”), and _____ (hereinafter the “Owner(s)”).

WHEREAS, Owner is presently owner of a certain tract of land known as Tax Parcel No. _____, and with an address of _____ located in London Grove Township, Chester County, Pennsylvania (hereinafter the “Property”); and

WHEREAS, Owner desires to install and operate upon the aforementioned Property an on-lot sewage system utilizing Alternate System technology, as classified by the Pennsylvania Department of Environmental Protection (hereinafter “DEP”), which requires routine and scheduled operation and maintenance; and

WHEREAS, Chapter 18, Part 3 of the Codified Ordinances of London Grove Township, as amended by Ordinance No. 172, requires in part that individual operation and maintenance agreements be executed between the Township and Owner whenever use of Alternate System technology is proposed; and

WHEREAS, the System shall include items such as Building Sewers, Septic Tanks, Aerobic Treatment Tanks, Storage Tanks, Filtration Equipment, Pumps, Piping, Disinfection Equipment, Drip Tubing Controls, Wiring, Conduits and all necessary and appurtenant air, telephone, and electrical power supplies, that require routine and scheduled maintenance to ensure proper operation; 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 certain terms and conditions as set forth by the rules and regulations of the Township and more particularly set forth herein; and

WHEREAS, the Township and Owner desire to memorialize the agreements reached between them with respect to the operation and maintenance of the aforesaid System to ensure the orderly operation and maintenance of the System.

NOW THEREFORE, for and in consideration of the covenants contained herein, the parties do agree as follows:

- 1) The Owner shall receive and provide the Township, prior to installation, a copy of an installation permit from the Chester County Health Department Sewage Enforcement Officer in accordance with the requirements of DEP.

- 2) The Owner shall retain an installation contractor trained and authorized by the System Manufacturer to install the System.
- 3) The Owner shall annually renew, for the life of the System, and shall annually provide to the Township a copy of a System maintenance contract with an authorized Maintenance Contractor (herein after the "Maintenance Contractor"). The Maintenance Contractor shall be a private independent contractor who has been given special training by the original equipment manufacturer and is authorized by the manufacturer to service the equipment. A copy of the initial System maintenance contract shall be submitted to the Township by the Owner prior to issuance of a certificate of occupancy in the case of a System serving a new building, or within thirty (30) days of final permit approval by the Chester County Health Department in the case of a System installed to repair or replace an existing on-lot sewage system.
- 4) Prior to initial start-up of the System or within one month of occupancy of the dwelling or within one month of transfer of the Property to a new owner, the current Owner of the Property shall meet with the Maintenance Contractor and review the operation and maintenance of the System, and the Maintenance Contractor shall provide the Owner with the following:
 - a. Verbal and detailed written operation and maintenance instructions.
 - b. A detailed drawing showing the location, size, material type, and depth of all components of the System. A copy of the detailed drawing shall also be sent to the Township.
 - c. A complete review of the system indicating the location of all buried components of the System including provision of a caution notice regarding the disturbance near and within the absorption area that would cause damage to the System, such as excavation for trees or fencing.
 - d. A complete explanation of the System's automatic alarm system and who to contact in the event the alarm would be activated.
- 5) The Owner shall have the Maintenance Contractor inspect the System annually and have the Maintenance Contractor provide the Owner and Township with copies of a report signed by the Maintenance Contractor certifying that the System is operating in accordance with the permit. The inspection and maintenance program will include at a minimum the manufacturers' recommended services and inspections for each separate component of the System. The Maintenance Contractor's report shall include the average daily flow from water meter readings, if available. The report shall also indicate resolution of any deficiencies noted in the Maintenance Contractor's inspection or in any service or alarm call during the past year. If a repair, revision, or modification to the System is required, the Owner shall obtain a permit from the Chester County Health Department Sewage Enforcement Officer or obtain written verification that no permit is required before the Maintenance Contractor performs said repairs, revisions, or modifications. Copies of the repair permit and amended and revised drawings detailing any revision or modification shall be retained by the Owner and provided to the Township.

- 6) If an inspection indicates the need for repair, replacement and/or additional maintenance that is not covered under the maintenance contract, the Owner agrees to obtain the required permits and to have the Maintenance Contractor or another individual authorized by the equipment manufacturer perform the required repair, replacement and/or additional maintenance. The Owner further agrees to pay all costs of such repair, replacement and/or additional maintenance.
- 7) The Owner shall comply with all requirements of Chapter 18, Part 3 of the Codified Ordinances of London Grove Township, as amended by Ordinance No. 172, which governs municipal management of on-lot sewage facilities.
- 8) The Owner shall provide an adequate supply of electrical power with the proper phase, frequency, voltage as recommended by the equipment manufacturers of the various components of the System.
- 9) The Owner shall provide and maintain access to an active telephone service for any automatic alarm system.
- 10) The Owner agrees not to plant trees or shrubs in the absorption area or to otherwise excavate or damage the absorption area. The Owner also agrees to protect the absorption area from vehicle traffic, and to protect the absorption area and System components from stormwater runoff from gutters and downspouts, driveways, swales and sump pump discharges.
- 11) The Owner agrees not to build any structures, including swimming pools and sprinkler systems, on or within 10 feet of the absorption area or any components of the System.
- 12) The Owner agrees to use water conservation devices (such as low flow toilets, showerheads, dishwashers, and front-loading clothes washers) and to promptly repair any leaking plumbing fixtures.
- 13) The Owner agrees not to introduce into the System harmful chemicals (oils and grease, gasoline, antifreeze, pesticides, paints and thinners, industrial soaps and detergents, harsh drain and toilet bowl cleaners) and clogging bulky items (sanitary napkins, diapers, paper towels, cigarette filters, cat litter, plastics, egg shells, bones, coffee grounds.) The Owner also agrees to minimize garbage disposal use and to limit garbage disposal use to ordinary kitchen waste.
- 14) The Owner also agrees that the Township or its agent may enter upon the property so that the System may be inspected by the Township to ensure it is being properly maintained and all components are in good working order.
- 15) It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Chester, 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 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 Owner with respect to the operation of the System set forth in this

Agreement would also “run with the land” and remain the obligation of the Owners’ successors in title for the life of the System. A copy of the duly recorded Agreement shall be submitted to the Township by the Owner prior to issuance of a certificate of occupancy in the case of a System serving a new building, or within thirty (30) days of final permit approval by the Chester County Health Department in the case of a System installed to repair or replace an existing on-lot sewage system.

16) The Owner agrees to pay the Township an annual fee of \$250.00 to set up and maintain a file for the System and further agrees to pay for the recording of the Agreement as provided herein, and any and all costs incurred by the Township to enforce this Agreement, or to inspect, repair, or maintain the System should the Owner fail to maintain the System according to this Agreement. In the event the Owner shall fail to pay the Township for such costs, the Township shall issue fines or institute civil suits against the Owner or file liens against the property in accordance with the Municipal Lien Law, for all such costs incurred by the Township, including reasonable attorney fees. The initial annual fee shall be submitted to the Township prior to issuance of a certificate of occupancy in the case of a System serving a new building, or within thirty (30) days of final permit approval by the Chester County Health Department in the case of a System installed to repair or replace an existing on-lot sewage system.

17) The Township shall fully utilize the legal authority set forth herein and the powers it possesses through enabling statutes to effect the purposes of this Agreement.

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

ATTEST:

OWNER _____

By: _____

Date _____

ATTEST:

TOWNSHIP _____

By: _____

Date _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

ON THIS, the ____ day of _____, 20 , before me, a Notary Public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

ON THIS, the ____ day of _____, 20 , before me, a Notary Public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purposes therein contained.

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

Notary Public