

INSTALLATION AND MAINTENANCE AGREEMENT FOR AN ALTERNATE PEAT BASED AT-GRADE BED WASTEWATER DISPOSAL SYSTEM WITH ULTRAVIOLET LIGHT DISINFECTION WHICH SUPERSEDES THE INSTALLMENT AND MAINTENANCE AGREEMENT FOR AN INDIVIDUAL RESIDENTIAL SPRAY IRRIGATION WASTEWATER DISPOSAL SYSTEM DATED MAY 15, 2007

THIS AGREEMENT, made this 16th day of September 2014, by and between the Township of Germany, Adams County, Pennsylvania, (hereinafter called the "Township") and Samuel Murray and Laura Murray (hereinafter called the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is presently owner in fee simple of a certain tract of land located in Germany Township, Adams County, Pennsylvania, at 180 Crosswinds Drive referred to on the Adams County Tax Maps as 15I17-0257---000 more fully described in deed dated 2/14/14 and recorded in the office of Recorder of Deeds of Adams County, Book 5917, Page 136, hereinafter the "Property".

WHEREAS, May 15, 2007, the Township and Property Owner entered into an Installment and Maintenance Agreement for an Individual Residential Spray Irrigation Wastewater Disposal System for Lot 6 of the Crosswinds Subdivision Plan and which was recorded in Adams County Record Book 4853 at page 254, which is incorporated herein by reference; and

WHEREAS, Property Owner presently desires to install an alternate peat based at-grade bed wastewater disposal system with ultraviolet light disinfection on Lot 6 and upon the execution of this Agreement and recording of same in the Adams County Recorder of Deeds Office shall supersede and make void the Installment and Maintenance Agreement for an Individual Residential Spray Irrigation Wastewater Disposal System dated May 15, 2007, for Lot 6 as recorded in Adams County Record Book 4853 at page 254.

WHEREAS, the Township is willing to implement Resolution No **2014-08** so as to provide for installation of an alternate peat based at-grade bed wastewater disposal system with ultraviolet light disinfection (herein after known as the "System") upon the Property provided that the Property Owner agrees to install, operate, and maintain the System as per the terms and conditions more particularly set forth herein;

WHEREAS, the Township and Property Owner desire to memorialize the agreements reached between them with respect to the installation, operation and maintenance of the System so as to insure the safe and orderly function of same.

NOW THEREFORE, intending to be legally bound hereby and for an 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 contained in the On-lot Sewage Disposal System Permit and in accordance with the requirements of Act 537, as amended, and the Pennsylvania Department of Environmental Protection and the Sewage Enforcement Officer.
2. The System plans shall be approved by the Sewage Enforcement Officer as to its design, construction and installation. The Consultant for the Property Owner shall certify to the Township and the Sewage Enforcement Officer 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 Sewage Enforcement Officer.
3. Operation and Maintenance – Peat filters require maintenance, including the periodic replacement of peat. The property owner must have a warranty with the Company supplying the peat filter to replace the

Adams County, PA
Linda K Myers, Registrar and Recorder

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3. Operation and Maintenance – Peat filters require maintenance, including the periodic replacement of peat. The property owner must have a warranty with the Company supplying the peat filter to replace the peat within the life expectancy period established by the Company. The property owner must provide the Township with a copy of this warranty.

4. The Property Owner will be responsible for retaining, under separate contract, the services of an inspector to do the inspections stipulated in DEP's Alternate System Guidance Manual. Such inspections will be performed every six (6) months and as a minimum shall consist of the inspections referred to in Exhibit "A" attached to and made part of this agreement. The inspector must be knowledgeable in the operation, maintenance and testing required for the System. The inspector shall have no part in ownership, installation or operation of the System. At least annually the inspector shall submit to the Township, the laboratory test results of the effluent quality as required under DEP regulations. If the contract with the Inspector should be terminated the Property Owner must, within 30 days of this termination, provide to the Township a contract with another qualified Inspector.

5. The Township is to receive within thirty (30) days of each inspection, a copy of all reports submitted to the Property Owner by the Inspector. The Township at its reasonable discretion may inspect the System. The purpose of said inspection shall be to ensure that the System is being properly maintained and operated and that all components are in good working order. The Property Owner shall be billed for and be responsible for payment of the fee for such inspections.

6. In the event the report prepared by the Inspector or inspections by the Sewage Enforcement Officer or the Township reveal that repair and/or replacement of any component part or all of the System is necessary in order to bring the system in compliance with the Department of Environmental Protection regulations (then in effect); the Property Owner shall complete such repairs and/or replacement and shall obtain certification from the Inspector that the repairs and/or replacements have been made in accordance with the design specifications within thirty days of the date the report or inspection is made known to the Property Owner by written notification, sent by certified mail.

7. In the event the Property Owner fails or refuses to conduct the inspections required herein, or to comply with the recommendations of the Inspector, the Township, or the Sewage Enforcement Officer 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, and perform any and all necessary 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 to perform any repairs or replacement of the System or its component parts, the Township shall provide to the Property Owner seven 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-day period. Except as provided in section 6 above, any notice required by the terms of this Agreement will be sent to the Property Owner's last known address by 1st class mail. Failure of the Property Owner to pay for the costs and expenses of any inspections, repairs or replacements of the System or its components parts performed by the Township or its agents may result in the filing of a municipal lien against the property for any such inspections, repairs or replacements and the costs of filing such liens plus attorney fees.

8. 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 established by the Pennsylvania Department of Environmental Protection as aforesaid, the Property Owner shall make the necessary arrangements to remove said effluent and arrange for the appropriate disposition of same at a properly certified and licensed sewage disposal facility.

The Property Owner shall, upon request of the Township, provide an agreement with a hauler, providing for such removal and indicating both his license number and the proposed place of disposal. The Property Owner agrees to continue hauling effluent to the proposed place of disposal until such time as the System has been properly certified as being operable by the local agency or a qualified consultant retained by the Township at the Property Owner's expense.

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 48 hours written notice to the Property Owner, to enter upon the premises and cause said effluent to be removed. The costs of such removal shall be that of the



Property Owner. Failure to pay for same shall result in suit and/or municipal lien for the amount due, plus costs and attorney fees.

9. It is expressly understood and agreed that this Agreement or a Memorandum thereof shall be recorded in the Office of the Recorder of Deeds in and for the County of Adams, Pennsylvania and that this agreement shall be binding upon the Property Owner, their heirs, administrators, executors, successors, and assigns, including the 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 Property Owner with respect to the operation of the System set forth in this Agreement shall also "run with the land" and remain the obligation of the Property Owner's successors in title. Any obligation incurred by the Property Owner or any of the Property Owner's successors in title to pay any costs incurred by the Township under the terms of this Agreement shall remain the obligation of the Property Owner and shall become the obligation of any successors in title. It shall be the sole responsibility of any successor in title to determine whether any such obligations are outstanding prior to transfer of the title.

10. The Property Owner agrees that any cost incurred by the Township for inspections, repairs and/or replacement of the System or parts, or in the removal of effluents in accordance with the terms of the Agreement, shall be recoverable by the Township from the Property Owner. In the event the Property Owner or their heirs, successors, or assigns shall fail to pay the Township for all such costs and expenses, then the Township shall have the right to: sue the Property Owner in a civil action for reimbursements for all costs and expenses incurred, including legal fees; 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; or implement both remedies as it so chooses.

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 subdivision, land development or change of use of the property without the appropriate procedures required by Township ordinance and laws of the Commonwealth of Pennsylvania.

12. The 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 indirectly or directly related to the operation of the System. The Township shall condition the aforesaid indemnification upon notification of the Property Owner within 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 officers and employees against any claim or suit made by any person who alleges that adverse conditions have been so 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, the Property Owner shall reimburse the Township for any expenses it may incur, including but not limited to legal fees, engineering fees and expert witness fees and shall pay any judgement rendered against the Township as a result of such a suit. In the event the Property Owner fails 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 by suit against the Property Owner in a civil action causing a lien to be placed against the Property in an amount equal to the total costs expended or by implementation of both remedies as the Township so chooses.

13. Property Owner agrees to provide to Township, without costs, a complete set of plans for the System as finally approved by the Sewage Enforcement Officer and/or any other governmental agency having jurisdiction thereof and copies of all results from tests required under the terms of this Agreement.



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

James Scott
Witness
James Scott
Witness

Sam Murray
Property Owner
Laura Murray
Property Owner

[Signature]
Secretary

Germany Township:
[Signature]
Chairman

Jackie M. Ketterman 9/19/14
Supervisor
James Smith
Supervisor

COMMONWEALTH OF PENNSYLVANIA :
: ss
:

COUNTY OF ADAMS

ON THIS, the 16th day of September, 2014, before me, the undersigned officer, personally appeared Sam Murray & Laura Murray

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

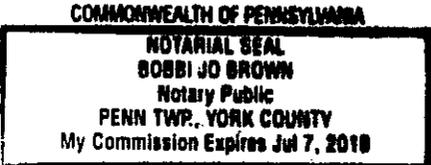
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires: July 7, 2018

COMMONWEALTH OF PENNSYLVANIA :
: ss
:

COUNTY OF ADAMS



ON THIS, the 25th day of September, 2014, before me, the undersigned officer, personally appeared Thomas E. Osborne, Jackie M. Ketterman, and James Smith, known to me (or satisfactorily proven) to be the Chairman and Supervisors respectively of the Board of Supervisors of Germany Township, who acknowledged that the foregoing Agreement was approved by the Township and they were authorized at a public meeting of the Board of Supervisors to execute the said Agreement on behalf of the Township for the purposes therein contained.

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

[Signature]
Notary Public

My commission expires:

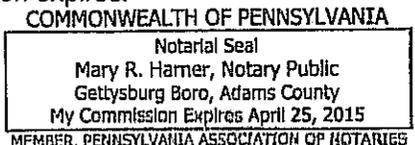


EXHIBIT "A"

Minimum required operation, maintenance, inspection and monitoring standards:

A. Duties to be performed by the Owner:

- (1) Monthly inspection of ultraviolet ("UV") light equipment;
- (2) Cleaning of the UV/Quartz sleeve on a monthly basis;
- (3) Retention on the premises of a spare UV light at all times;
- (4) Cause the septic tank to be pumped/cleaned at least every three (3) years, and transmit a copy of the pumper's receipt with that year's annual report;

B. Duties to be performed by the Maintenance Contractor every six (6) months:

- (1) Remove and clean effluent filter on the outlet of the last septic tank;
- (2) Submit laboratory results of monitoring of the effluent quality for SBOB<TSS, NH3-N and fecal coliform per 100 mil (note-the sample must have been taken following the disinfection unit);
- (3) Inspect the septic tank(s), dose tank(s), and Eco-Flo Unit, inlet and outlet baffles for structural integrity; inspect electrical connections; inspect for proper pump operation;
- (4) Inspect UV equipment for operational effectiveness, including UV tubes and alarms. Inspect and assure that the disinfection unit is cleaned and functioning within the specifications prescribed by the manufacturer; and that unit is meeting or exceeding published minimum standards;
- (5) Inspect the absorption area for ponding of effluent at the observation ports and any down gradient seepage area.

C. Duties to be performed by the Maintenance Contractor annually:

- (1) Submission of a copy of all test results and inspection reports, and a summary of all problems encountered and how those problems were remedied. This submission must be sent to the Township Office, and the Township's Sewage Enforcement Officer.
- (2) Replacement of the UV light, and submission of a copy of the dated receipt for the replacement light.



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