

Prepared By: Providence Township  
200 Mt. Airy Road  
New Providence, PA 17560  
(717) 786-7596

Return To: Providence Township  
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New Providence, PA 17560  
(717) 786-7596

Parcel ID # \_\_\_\_\_

**HOLDING TANK AGREEMENT**

**THIS HOLDING TANK AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, **equitable owner**, with an address of \_\_\_\_\_ (hereinafter whether one or more referred to as "Landowner"), and **PROVIDENCE TOWNSHIP**, Lancaster County, Pennsylvania, a second class township under the laws of the Commonwealth of Pennsylvania with municipal offices at 200 Mt. Airy Road, New Providence, Pennsylvania (hereinafter referred to as "Township").

**BACKGROUND:**

Landowner is the equitable owner of a tract of land identified as \_\_\_\_\_ recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania at Instrument No. \_\_\_\_\_ and being Lancaster County Tax Account No. \_\_\_\_\_ in Providence Township, Lancaster County, Pennsylvania, (the "Property").

In order for Landowner to develop or use the Property for a commercial use, Landowner has applied to Township for a permit under the Pennsylvania Sewage Facilities Act, 35 P.S. §750.1 et seq., to install, maintain, operate and use a holding tank for sewage collection at the Property. The Township is willing to issue Landowner a holding tank permit, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, the parties do agree as follows:

1. Prior to the installation and use of the sewage holding tank, Landowner shall obtain all approvals and permits from such governmental agencies as may be necessary including, but not limited to, a revision to the Official Sewage Plan for Providence Township, if applicable, and/or a holding tank permit issued by the Providence Township Sewage Enforcement Officer.
2. The holding tank to be installed on the Property must meet the design standards set forth in Chapters 71 and 73 of Title 25 of the Pennsylvania Code and shall be approved as to conformity with said standards and as to installation on the Property.
3. Landowner shall deliver to the Township copies of all pertinent permits necessary to fulfill the objects of this Agreement.
4. Landowner shall and will meet all requirements of all applicable Ordinances and DEP Regulations for the installation, maintenance and removal of the holding tank.
5. Landowner shall procure and maintain continuously a contract with a hauler (the "Hauler") having a current permit from the DEP authorizing the collection, transportation and disposal of the holding tank's contents. Landowner shall furnish the Township with the name of the hauler and the disposal site for said sewage.
6. Landowner shall provide, or shall require the Hauler to provide, the Township with copies of all pumping receipts detailing the dates and quantities of the sewage removed from the holding tank installed on the Property and reports which shall contain all information required by all applicable Ordinances, and DEP regulations within thirty (30) days after the Hauler provides maintenance to the holding tank. Landowner shall be ultimately responsible to insure that copies of all pumping receipts are provided to the Township.
7. Landowner for itself and its successors and assigns irrevocably grants to the Township and its agents, including but not limited to the Sewage Enforcement Officer, the right to enter upon the Property to inspect the holding tank installed on the Property not less than once each year and, in addition, to inspect the holding tank installed on the Property whenever the Township receives a complaint or otherwise has reason to believe that such holding tank is not functioning properly and the right to maintain the holding tank, if Landowner fails to do so.
8. Landowner expressly acknowledges that the annual inspection of all holding tanks is required and that Landowner shall pay the fee imposed by the Township from time to time for the annual inspection of the holding tank and for any other inspections undertaken by the Township.
9. Landowner shall report any malfunctioning of the holding tank to the Township. Such report shall be made as soon as possible, but in no case later than three days after discovery of the malfunction.
10. Landowner hereby agrees to indemnify and hold harmless the Township, its officials, employees

and agents, from all liability, claims, demands, actions or causes of action whatsoever, either at law or in equity, arising from or in any way incidental to or resulting from the undertakings of the Landowner herein, including, but not limited to, any activities of the Hauler or Landowner in performing the obligations set forth herein.

11. If Landowner fails in the due performance of any of Landowner's obligations hereunder, whether directly performed by Landowner or delegated to a third party by agreement, the Township shall give Landowner five (5) days written notice thereof, and if said default is not corrected within such period of time, the Township may pursue all rights and remedies against Landowner as may be available to it either at law or in equity, including those available to the Township under any applicable Ordinance or DEP regulations.
12. In the event the Township is required to undertake the maintenance of said holding tank or the collection, transportation and disposal of sewage collected therein, Landowner agrees to pay to the Township the cost of such maintenance, collection, transportation and disposal together with a penalty equal to twenty-five (25%) percent of said cost. The Township shall have the right to immediately file a municipal claim against the Property in the amount of all such costs and penalties and all attorneys' fees incurred in the preparation and filing of such municipal claim to secure payment of such sums and shall additionally be entitled to collect such sums by any method authorized by law.
13. Landowner shall be solely responsible for any costs incurred to obtain the permits necessary to carry out the terms of this Agreement, and in the event the Township is fined by any regulatory agency having jurisdiction for any reason whatsoever arising of the use of said holding tank, Landowner shall indemnify and hold harmless the Township from all such fines (or penalties) together with any other related costs, including reasonable attorneys' fees.
14. Landowner shall be liable for all costs incurred by the Township in connection with the enforcement of this Agreement, including court costs, engineering costs and reasonable attorney fees.
15. For purposes of giving notice hereunder, notice shall be deemed given at the time of mailing in the United States mail to the addresses first set forth above.
16. Nothing in this Agreement shall be construed to waive or be in conflict with any provisions of the Pennsylvania Sewage Facilities Act or the Clean Streams Law or their corresponding or other applicable laws, but shall be construed to impose additional consistent requirements.
17. Time is of the essence of this Agreement.
18. This Agreement shall not be modified except by the mutual written consent of the parties hereto.

19. This Agreement shall bind and inure to the benefit of the respective legal representatives, heirs, successors and assigns of the parties hereto.
20. This Agreement and all of its provisions are binding upon the Landowner executing the Agreement and upon all successive owners of the Property until the holding tank is properly removed and the Property is either connected to a public sewer system owned and operated by a governmental entity or connected to another sewage disposal system approved by the Township and DEP.
21. This Agreement shall be recorded to give notice to future owners of the Property of the conditions imposed upon the use of the holding tank located on said Property.
22. When the sense so requires, words of any gender used in this Agreement shall be held to include any other gender, and words in the singular shall be held to include the plural, and vice versa.
23. No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that right or any other right, unless otherwise expressly provided herein.
24. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

PROVIDENCE TOWNSHIP  
Lancaster County, Pennsylvania

Attest: \_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
(Vice) Chairman  
Board of Supervisors

[TOWNSHIP SEAL]

CORPORATE NAME

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signer/Title

By: \_\_\_\_\_  
Authorized Signer/Title



**LIMITED LIABILITY COMPANY**

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, before me, the undersigned officer,  
personally appeared \_\_\_\_\_  
\_\_\_\_\_ ,

who acknowledged themselves to be all of the members of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_ limited liability company,  
and that they as such members, being authorized to do so, executed the foregoing instrument for the purposes  
therein contained by signing the name of said limited liability company by themselves as such members.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CORPORATION**

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, before me, the undersigned officer,  
personally appeared \_\_\_\_\_  
\_\_\_\_\_ ,

who acknowledged him/herself to be the \_\_\_\_\_  
of \_\_\_\_\_(corporate name), a \_\_\_\_\_(state of  
incorporation) Corporation, and him/her as such officer, being authorized to do so, executed the foregoing  
instrument for the purposes therein contained by signing the name of said corporation him/her self as such  
officer.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: