

## **HOLDING TANK AGREEMENT**

**AND NOW** comes (**resident**), with principle residence at (location) Washington County, Pennsylvania 15312, hereinafter referred to as “Landowner”,

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**Cross Creek Township**, hereinafter referred to as “Township” and,

**WHEREAS**, the Township has enacted an Ordinance known as the Cross Creek Township Holding Tank Ordinance, Ordinance Number 2-00 and,

**WHEREAS**, the Landowner desires the issuance of a Holding Tank Permit for his or its property in Cross Creek Township pursuant to said Ordinance and,

**WHEREAS**, said Ordinance and the Supervisors of Cross Creek Township require that the Landowner agree to certain terms, rules and regulations as previously promulgated,

**NOW THEREFORE**, with the intent to be legally bound and based on the consideration of the issuance of the Holding Tank Permit or Permits, by the Township, the Landowner hereby covenant, contracts, promises and agrees as follows:

1. The Landowner upon demand shall reimburse and indemnify the Township for any liability, costs and/or expenses which shall or may be incurred by the Township in actions to enforce compliance by the Landowner with said Ordinance and/or incurred by the Township in obtaining and/or requiring the removal of the contents of the holding tank and/or the holding tank itself. Said costs and expenses shall include but are not limited to attorney’s fees, court costs, Township employee wages and/or salaries,

witness expenses and fees and the like. Liability of the Township includes any and all fines, costs or expenses levied, charged or incurred pertaining to any sanctions or acts taken against the Township by any third party including but not limited to the Department of Environmental Resources, the Environmental Protection Agency, and the like wherein the same shall also include any and all costs, fees or expenses incurred by the Township in defending the same or responding to the same such as but not limited to attorney's fees, court costs, Township employee expenses and/or wages, witness costs, fines, judgments and the like.

2. Upon the default or failure of the Landowner to perform according to the terms of this agreement or pursuant to the terms and conditions of said Ordinance and/or any rules and regulations appropriately and/or properly adopted and/or any amendments to said Ordinance or said rules and regulations in addition to paying the costs and expenses, fines and/or fees incurred therein by the Township, the Landowner shall also agree to the revocation of said permit or permits and acknowledges that the same are revoked upon written notice by the Township to said Landowner.

3. Upon the revocation or expiration of said permit, the Landowner hereby agrees that the Landowner shall pay to the Township upon demand any and all costs, fines, or expenses incurred by the Township from and after the date of termination and/or revocation or expiration that the Township may or shall incur pertaining to enforcement of this Agreement, the said Ordinance, amendments thereto, the said rules and regulations, and amendments thereto, wherein the same shall include but not be limited to attorney's fees, court costs, witness expenses, fines and the like.

4. The Landowner agrees to post a bond and/or security as acceptable by the Township guaranteeing compliance with said Ordinance wherein the amount of said security and/or bond shall be set by the Township at the time of issuance of permit.

5. The Landowner agrees to properly maintain and service the holding tank pursuant to the rules, regulations and ordinances and/or amendments thereto which regulate the same and upon failure to do so shall pay to the Township any cost, fees or expenses incurred by the Township pertaining to the maintenance, servicing and/or removal of contents or removal of said tank which the Township may or shall incur as a result of the Landowners default wherein the same shall include but not be limited to fees and charges related to said service and/or maintenance and/or removal, court costs, attorney's fees, witness fees, employee wages and the like.

6. The Landowner hereby agrees that all parties or entities owning an interest in said real estate or the real estate affected by said holding tank have signed this Agreement and therein this Agreement shall be binding upon the Landowner and/or signing parties, his or their heirs, assigns, Executors and Administrators and/or Successors.

7. CONFESSIO OF JUDGEMENT: THE LANDOWNER HEREBY AGREES AND AUTHORIZES ANY ATTORNEY LICENSED TO PRACTICE LAW IN THE COMMONWEALTH OF PENNSYLVANIA TO CONFESS AND ENTER JUDGEMENT FOR ANY DEFAULT OR BREACH OR VIOLATION OF THIS AGREEMENT WHEREIN THE AMOUNT OF COSTS, FINES, EXPENSES AND CHARGES INCURRED BY THE TOWNSHIP SHALL BE ENTERED AS A JUDGEMENT AGAINST THE LANDOWNER BY CONFESSIO OF JUDGEMENT.

8. The penalties, sanctions and/or remedies contained herein are not exclusive nor mutually exclusive wherein it is specifically agreed, acknowledged and understood that the penalties, sanctions, and/or remedies provided by the said Ordinance shall remain in full force and effect and therein the Township may use any and all remedies, sanctions and/or penalties contained herein or provided by said Ordinance or available by law or in equity for purposes of damages and/or enforcement of this Agreement.

9. Wherever the singular is used, the same shall also include the plural and the plural shall include the singular. Any reference to gender shall include all genders and/or entities.

**AND NOW** this \_\_\_\_ day of \_\_\_\_\_, 2004, with the intent to be legally bound, the parties herein hereby affix their signs and seals.

**ATTEST:**

**CROSS CREEK TOWNSHIP**

\_\_\_\_\_  
Rachel Warner Blosser

\_\_\_\_\_  
Dean F. Casciola

\_\_\_\_\_  
John Rush

\_\_\_\_\_  
Timothy A. Paris

**ATTEST:**

**LANDOWNER**

\_\_\_\_\_  
Rachel Warner Blosser

\_\_\_\_\_  
(resident)