

**HOLDING TANK PUMPING AND MAINTENANCE AGREEMENT**

1. The parties hereto are:

a. The Township or Borough of \_\_\_\_\_,  
\_\_\_\_\_ County, Pennsylvania, hereinafter called  
Municipality.

b. The owner(s) of the affected property having a holding tank for the  
disposal of sewage, hereinafter called Owner,

Name(s) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

c. The holding tank pumper, hereinafter called Pumper,

Name(s) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

d. The disposal site approved by the Department of Environmental  
Protection, hereinafter called Disposal Site,

\_\_\_\_\_  
N.P.D.E.S. or Land Disposal Permit #

Name(s) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

2. The Municipality has adopted an Ordinance governing the utilization  
of holding tanks, pursuant to the Sewage Facilities Act of 1966, as  
amended, (35 P. S. 750.1 et. seq.), in accordance with which Owner is  
using the holding tank on his property.

3. The Municipality hereby delegates to Pumper responsibility for the  
regular collection and disposal of the contents of Owner's tank.

4. The Pumper hereby accepts said responsibility and agrees to provide the service of regularly collecting the contents of Owner's holding tank and disposing of same at the site approved by the Department of Environmental Protection upon reasonable notice from Owner or Municipality of the need for pumping the holding tank.

5. In exchange for services provided by Pumper, Owner will compensate Pumper at the rate of \$\_\_\_\_\_ per pumping in accordance with regular billing practices adopted by Pumper, receipts of all pumping shall be sent to the Municipality.

6. Determining the need for pumping shall, in the first instance, be the responsibility of Owner; in the event the Owner should fail, refuse or neglect to notify Pumper, then the Municipality shall notify Pumper that the holding tank needs pumped, who shall then promptly collect the contents of the tank and dispose of same at the Disposal Site, at Owner's expense.

7. Owner will permit the entry on the property by the Municipality's authorized agents and employees for purposes of inspection of the holding tank from time to time as reasonably may be necessary to determine the adequacy of the functioning and pumping of the tank, and further Owner will permit the entry of the Pumper, and its agents and employees for purposes of providing the pumping service, said inspections to occur at least once a year. Owner will also permit Disposal Site to inspect the holding tank at Owner's site upon request.

8. Disposal Site will accept delivery of the contents of Owner's holding tank and will dispose of same as permitted by the Sewage Facilities Act of 1966, as amended, and regulations of the Department of Environmental Protection. Owner shall, at Owner's expense, conduct periodic analyses of the contents of the holding tank and provide copies of said reports to Disposal Site.

9. This contract is perpetual, not terminable and non-cancellable by any party hereto: provided, however, that subject to the approval and joinder of the Municipality any other party hereto may substitute another similar contract executed by all other parties thereto, meeting, in form and substance, the requirements of Municipality's Holding Tank Ordinance, and the provisions of applicable statutes and state regulations. Upon joinder of the Municipality the substituted contract shall supersede the existing contract. Furthermore, Disposal Site reserves the right to terminate this contract upon 30 days written notice, if Disposal Site determines that the quality of the holding tank waste is unacceptable.

10. In construing this contract, references to the Male gender shall include Female and neuter genders, or both, where appropriate in context and references to the singular shall include the plural, where appropriate in context.

11. This Contract states the entire agreement between the parties hereto on the subject matter hereof, and shall ensure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

12. This Contract and any rights created hereunder are non-assignable, except the extent allowed in paragraph (9) hereof.

13. Owner shall post a bond with the Municipality in the amount of \$\_\_\_\_\_. Owner shall forfeit said bond to the Municipality on the occurrence of any of the following:

a. In the event said holding tank is not maintained according to the terms of this contract, the Municipality shall use said bond to maintain holding tank according to the terms of this contract.

b. In the event said holding tank is removed by the Municipality, either by consent of the Owner or as the result of Court action, said bond shall be used by the Municipality to pay for the cost of said removal and for any legal cost incurred by the Municipality.

c. In the event that the aforesaid bond is not renewed by the Owner, the Municipality shall use said bond for any and all purposes as set forth in paragraphs 13(a) and 13(b) herein.

14. This Contract shall become effective on the date it shall have been executed by all parties hereto.

1) Municipality Township/Borough of\_\_\_\_\_

\_\_\_\_\_  
Print Signature Date

2) Pumper

\_\_\_\_\_  
Print Signature Date

3) Disposal Site Permit No.\_\_\_\_\_

\_\_\_\_\_  
Print Signature Date

4) OWNER: FALSE SWEARING STATEMENT, I verify that the statements made are true and correct to the best of my knowledge, information and belief. I understand that false statements are made subject to the penalties of 18 PA.C.S.A. §4904 relating to unsworn falsification to authorities.

\_\_\_\_\_  
Print Signature Date