

INSTALLATION AND MAINTENANCE AGREEMENT

This Agreement, made this ____ day of _____, 201__ by and between **Clover Development Corporation** ("Owner") and the **Township of Newtown** ("Township"), Delaware County, Pennsylvania.

BACKGROUND:

A. **Clover Development Corporation** is the owner in fee of **34 Reese Avenue** designated tax parcel No. **30-31-261** situate in Newtown Township, Delaware County, Pennsylvania.

B. A Force Main within the Right-of-Way of Reese Avenue (40' Wide) for a distance of 175' to an existing sanitary manhole approximately 640 feet east of Newtown Street Road (S.R. 0252) and that portion of the force main and grinder pump station located on 34 Reese Avenue (tax parcel No. 30-31-261) (the "**Facility**") to be installed and maintained or if installed to be maintained.

D. The Township and **Clover Development Corporation** desire to memorialize the agreements reached between them with respect to the installation, operation and maintenance of the aforesaid **Facility** so as to insure the safe and orderly operation of same.

Now therefore, in consideration of the covenants contained herein, the parties intending to be legally bound, agree as follows:

1. The **Facility** is to be designed, installed, operated and maintained by **Clover Development Corporation**, and their respective successors in interest upon the Property. It shall be designed, constructed, operated and maintained in accordance with the Rules and Regulation Governing Construction of and Connection to Sanitary Sewerage Facilities of the Township (hereinafter Rules and Regulation), the applicable provision of the Sewage Facilities Plan (Act 537 Plan) for the Township, as well as the design requirements of the Pennsylvania Department of Environmental Protection (hereinafter DEP), and all other applicable agencies and shall be revised as necessary to meet the current requirements of the relevant regulatory agencies as these requirements are from time to time revised.

2. The design of the **Facility** shall be reviewed by the Township. The Sewage Facilities Planning Module has been approved by DEP and on _____.

The Construction of the **Facility** shall be subject to the inspection and approval of the Township Engineer at such times and phases of construction to be specified by the Township engineer.

Clover Development Corporation, shall employ a registered professional engineer (hereinafter Engineer) to certify to the Township that the

design, construction and installation of the **Facility** has been completed in accordance with the permit granted by the Township.

3. The submission of operation, maintenance and inspection plans for the **Facility** as required in this agreement shall be completed and delivered to the Township before the sewer system is placed in operation.

4. For the initial operation of the **Facility, Clover Development Corporation**, shall employ an Individual experienced in the design and operation of same to direct the start-up and operation of all elements of the **Sewer System**. All elements of the **Sewer System** shall be tested to demonstrate to the satisfaction of the Township Engineer that they meet all of the requirements of the approved design.

5. Regular inspection of the **Facility** will be made by the Township on a schedule mutually agreeable to the parties hereto to ensure that the **Facility** is meeting the operating requirements set by the Township, and that all elements of the **Facility** are in good working condition. At the request of the **Clover Development Corporation**, and their respective successors in interest upon the Property or at the Option of the Township, the inspection schedule mutually agreed to by the parties hereto shall be reviewed and may be changed. The cost of inspection by the Township will be borne by the **Clover Development Corporation**, and their respective successors in interest upon the Property

6. In the event the report prepared by the Engineer or Operator, or inspections by DEP, or the Township indicates repair and/or replacement of any component part or all of the **Facility** in order to bring the **Facility** in compliance with DEP or Township regulations, **Clover Development Corporation**, and their respective successors in interest upon the Property shall complete such repairs and obtain certification from an Individual experienced in the design and operation of same that specifications within thirty (30) days of the date the report is issued or else pay a Five Hundred Dollars (\$500.00) fine plus court costs and attorneys' fees to the Township for each day of continuing violation after the conclusion of the thirty (30) day period.

7. In the event **Clover Development Corporation**, and their respective successors in interest upon the Property fail or refuse to permit the inspection and testing required in Paragraph 5 above, or to comply with the recommendations of his Engineer, Operator, Township, or DEP with respect to the repair and/or replacement of the **Facility** or any parts thereof, within the thirty day period provided in Paragraph 5 above, the Township shall have the right to enter upon the premises, conduct said inspections, and to perform any repairs or replacements with respect to the **Facility**, all of which shall be made at the cost and expense of **Clover Development Corporation**, and their respective successors in interest upon the Property. Prior to entering upon the premises and conducting its own inspection or performing any repairs or

replacements of the **Facility** or its component parts, the Township shall provide **Clover Development Corporation**, and their respective successors in interest upon the Property ten (10) days advance written notice of its intention to enter upon the premises for these purposes. Any notice required by the terms of the Agreement shall be sufficient if sent to **Clover Development Corporation**, and their respective successors in interest upon the Property.

8. The remedies provided in Paragraph 5 and 6 above are not mutually exclusive and the Township is specifically permitted to pursue both remedies, assessing **Clover Development Corporation**, and their respective successors in interest upon the Property with fines, court costs and attorneys fees and also seeking reimbursement for inspection, repairing and/or replacing the **Facility**.

9. It is expressly understood that this Agreement shall be recorded in the Recorder of Deeds Office in and for the County of Delaware, Pennsylvania and that this Agreement shall be binding upon **Clover Development Corporation**, their heirs, administrators, executors, successors, and assigns, including successors 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 **Clover Development Corporation**, and their respective successors in interest upon the Property with respect to the operation of the **Facility** set forth in this Agreement would also "run with the land" and remain that obligation of **Clover Development Corporation**, and their respective successors in interest upon the Property in title inuring to the benefit of the Township.

10. **Clover Development Corporation**, and their respective successors in interest upon the Property agree to pay the Township's fee for inspection of the **Facility** and agrees that any costs incurred by the Township for review of plans, inspections, repair and/or replacement of the **Facility** or its component parts in accordance with the terms of this Agreement, shall be recoverable by the Township from **Clover Development Corporation**, and their respective successors in interest upon the Property. In the event **The Property Owner(s)** (or his heirs or assigns) shall fail to pay the Township for such costs or expenses, the Township shall have the right either to sue **Clover Development Corporation**, and their respective successors in interest upon the Property in a civil action for reimbursement of its costs or to cause a lien to be placed on the Property in the amount of said costs (which costs shall include the cost involved in the suit or lien and reasonable attorneys fees).

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 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 **Facility** upon the Property does not constitute approval for land development of the Property.

12. **Clover Development Corporation**, or its, successors or 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 under and/or against the **Clover Development Corporation**, or any of his successors in title for any adverse conditions causally related to the operations of the **Facility**. The aforesaid indemnification shall be considered upon notification of **Clover Development Corporation**, and their respective successors in interest upon the Property by the Township within 30 days of the Township's receipt of a claim and/or suit. **Clover Development Corporation**, and their respective successors in interest upon the Property shall have the duty to defend the Township, its officials and employees including the Township Engineer against any claim or suit made by any person who alleges that adverse conditions have been caused by the **Facility**. In the event **Clover Development Corporation**, and their respective successors in interest upon the Property fails to undertake the defense of the Township as to any such claim and the Township is required to enter upon its own defense, **Clover Development Corporation**, and their respective successors in interest upon the Property shall reimburse the Township for any expenses it may incur, including legal fees, engineering fees and other expert witness fees and shall pay any judgment rendered against the Township as a result of such suit. Moreover, if **Clover Development Corporation**, and their respective successors in interest upon the Property fails to undertake the defense of the Township after proper notice, the Township shall have the right to file an immediate lien upon the Property in an amount equal to the sums required to be expended.

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

ATTEST:

BOARD OF COMMISSIONERS
NEWTOWN TOWNSHIP,
DELAWARE COUNTY, PA

By: _____

Name: _____

Title: _____

notary